CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, AUGUST 11, 2025 - 6:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

AWARDS AND PRESENTATIONS

100. Citywide Stormwater Projects Update
City Commission Briefing (08-11-25) (1).pdf

INFORMATIONAL AGENDA

200. Not Used

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

CONSENT AGENDA

300. Seminole County Sheriff's Office / City of Winter Springs Agreement for Police Dispatching Services - FY 2026 Addendum
Seminole_County_Sheriff_s_Office_Agreement_for_Law_Enforcement_Dispatching_Servi_2021_08_16 Executed.pdf
Dispatching_Services_2021_-_Winter_Springs_-_FY_25_-_26_Addendum-Updated.pdf

301. 2025 Hometown Hero Nomination
2025 Hometown Hero Nominee Info, Sean Richards.pdf

302. Special Event Participation Agreement with Rotary Club of Winter Springs - Veterans Day Tribute
Special Event Agreement - Rotary Club - Veterans Day 2025.pdf

303. Surplus Assets
Surplus Assets 08.11.25.pdf

304. Approval of the Minutes from the Monday, June 18, 2025 City Commission Workshop
2025 06 18 City Commission Workshop Meeting Minutes.pdf

305. Approval of the Minutes from the Monday, July 14, 2025 City Commission Budget Workshop
2025 07 14 City Commission Budget Workshop Minutes.pdf

306. Approval of the Minutes from the Monday, July 14, 2025 City Commission Regular

Meeting
2025 07 14 City Commission Regular Meeting Minutes

PUBLIC HEARINGS AGENDA

400. Second Reading of Ordinance 2025-12: Amending Chapter 2 of the City Code related to City Commission Rules & Procedures, and Addressing the Mayor & Commission
Ordinance 2025-12 Amending Chapter 2, City Code
Business Impact Estimate: Ordinance 2025-12
Legal Ad Affidavit: Ordinance 2025-12

401. Second Reading of Ordinance 2025-13 granting Duke Energy Florida, LLC Distribution Electric Service Line Easement on City owned real property legally described as Tract "D" of the HIGHLANDS, Section 5, as recorded in Plat Book 19, Page 45
Ordinance 2025-13 - Conveyance_of_Duke_Easement_Feeder_Hardening.pdf
Duke Easement FINAL.pdf
Sketch 28-20-30-5DR-00D0-0000_700 Sheoah Blvd.pdf
Substation Optimization Overview for North Longwood Circuit M1757(002)
Business Impact Estimate: Ordinance 2025-13
Legal Ad Affidavit: Ordinance 2025-13

REGULAR AGENDA

500. Arbor Fees for Blake Commons Plat Area and Seahawk Cove Extension Project
TImeline - Commission Agenda.pdf
Winter Springs Holdings, Inc. Future Development Commitment Agreement - 2010 11 10.pdf
Winter Springs Holdings, LLC (Pollack Shores) Development Agreement - 2015 02 09.pdf
Winter Springs Holdings, Inc First Modfication of Development Agreement 2017 01 09.pdf
Final Engineering Plans for Blake Apartments and Pond Approved by Commission.pdf
2015 02 09 Public Hearing 500 Pollack Shores Concept Plan and Development Agreement.pdf
2015 12 14 Public Hearing 505 Pollack Shores Preliminary_Final Engineering Plan Aesthetic Review First Modification to the Development Agreement.pdf
2017 09 01 Consent 307 First Modification.pdf
Winter Springs Apartments Plat.pdf
Special Warranty Deed March 1.2017.pdf
Special Warranty Deed July 2.2018.pdf
Letter to B. Love 12.17.15.pdf
R. Stevenson Arbor Calculation 12.4.15.pdf
P. Saylor to R. Stevenson Email 11.01.16.pdf

R. Stevenson email to City Attorney 11.8.16.pdf
R. Stevenson to B. Fields Email 11.8.16.pdf
B. Fields to City Attorney Email 11.29.16.pdf
Exchange Email between R. Stevenson to B. Lochrane 10.31.16.pdf
Email Exchange B. Fields with B. Lochrane and Catalyst Group 11.29.16.pdf
Email Catalyst Attorney to B. Fields et al 12.21.16.pdf

501. Defund Elected Official's Tuition for Leadership Seminole

502. Remove UCF Incubator Program Funding

503. Reduce/Eliminate Duplicative Communications & Promotional Spending

504. New Business

REPORTS

600. City Manager Kevin A. Sweet
601. City Attorney Anthony A. Garganese
602. City Clerk Christian Gowan
603. Seat One Commissioner Paul Diaz
604. Seat Two Commissioner Victoria Bruce
605. Seat Three Commissioner Sarah Baker
606. Seat Four Commissioner/Deputy Mayor Cade Resnick
607. Seat Five Commissioner Mark Caruso
608. Mayor Kevin McCann

PUBLIC INPUT

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ADJOURNMENT

PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and

that, for such purpose, he or 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" - per Section 286.0105 Florida Statutes.

AWARDS AND PRESENTATIONS ITEM 100

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Citywide Stormwater Projects Update

SUMMARY

This Stormwater Briefing will provide an overview of all completed stormwater projects and the current status of ongoing stormwater projects since Hurricane Ian. There will also be a general update on the status of the Kimley Horn Stormwater Improvement Program.

FUNDING SOURCE

RECOMMENDATION

No action by the City Commission is requested at this time.



City of Winter Springs Stormwater Briefing

City Commission Meeting
August 11, 2025



Presentation Outline

- Current Stormwater Projects
- Available Stormwater Related Grants
- Stormwater Master Plan Status

Summary of Stormwater Projects

- Tuskawilla Crossings – Pond 1 Repair and Rehabilitation
- Hurricane Ian NRCS Creek Debris Removal and Creek Sediment Removal Projects
- Gee Creek at Moss Park – NRCS Improvements
- Wetland Park Outfall Improvements
- City Hall Pond Drainage Pipe Repairs
- 135 East Trade Winds Road Swale Improvements
- Deer Run Pond – Control Structure Modifications

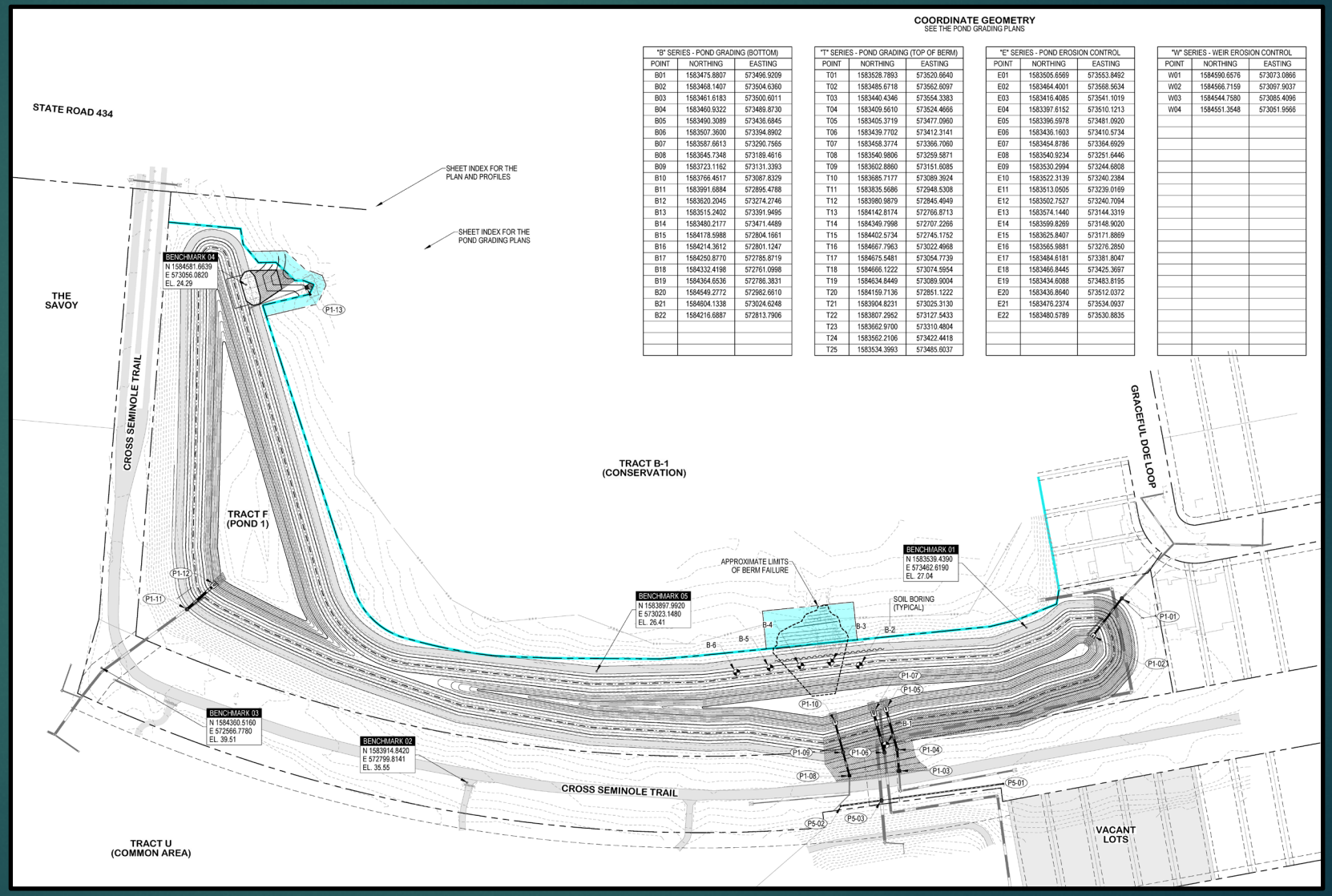
Summary of Stormwater Projects (continued)

4

- Bear Creek Estates – Phase 1 Drainage Evaluation
- Acquisition of 1 Flood Prone Home (HMGP Project)
- Elevation of 3 Flood Prone Homes (HMGP Project)
- Flood Proofing of 12 Sanitary Lift Stations (HMGP Project)
- Hurricane Milton NRCS Debris Removal and Creek Sediment Removal Projects
- Torcaso Park Stormwater Improvements

Tuskawilla Crossings Pond 1

- **Overall Improvement Plan**





Aerial Drone Photograph Taken on September 1, 2023

Photograph Taken on June 2, 2024



POND 1 REPAIR AND REHABILITATION – BERM FAILURE

Tuskawilla Crossings Pond 1

8

- **Project Schedule**

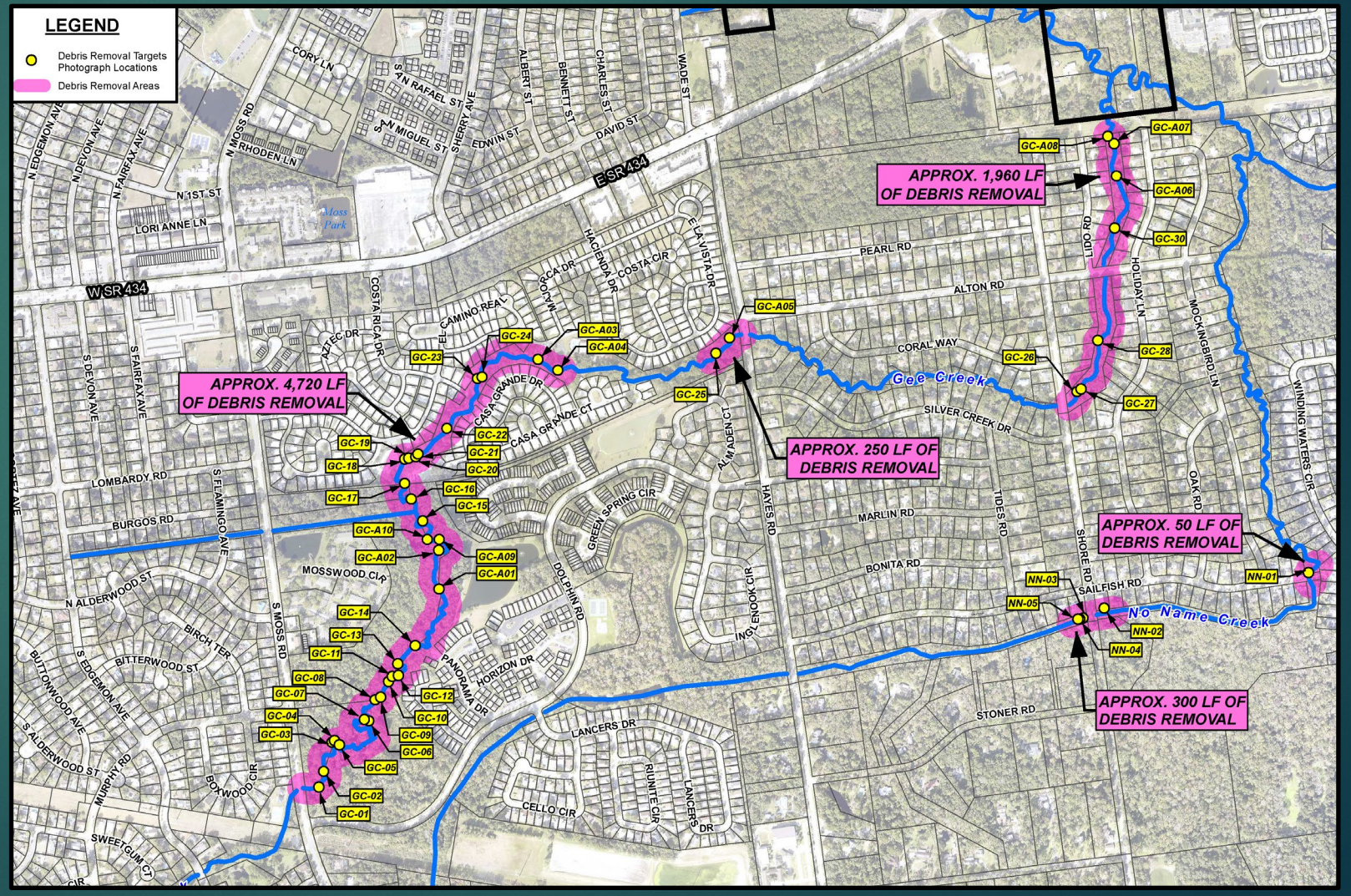
  - ✓ Application for "Site Work - Commercial Paving Grading and Drainage" (Permit Number: COMM-2025-0264) was uploaded to the City's Civic Access Portal on March 26, 2025.

  - ✓ SJRWMD permit was received on June 20, 2025.

  - ✓ Bid documents were transmitted to City staff on July 11, 2025.

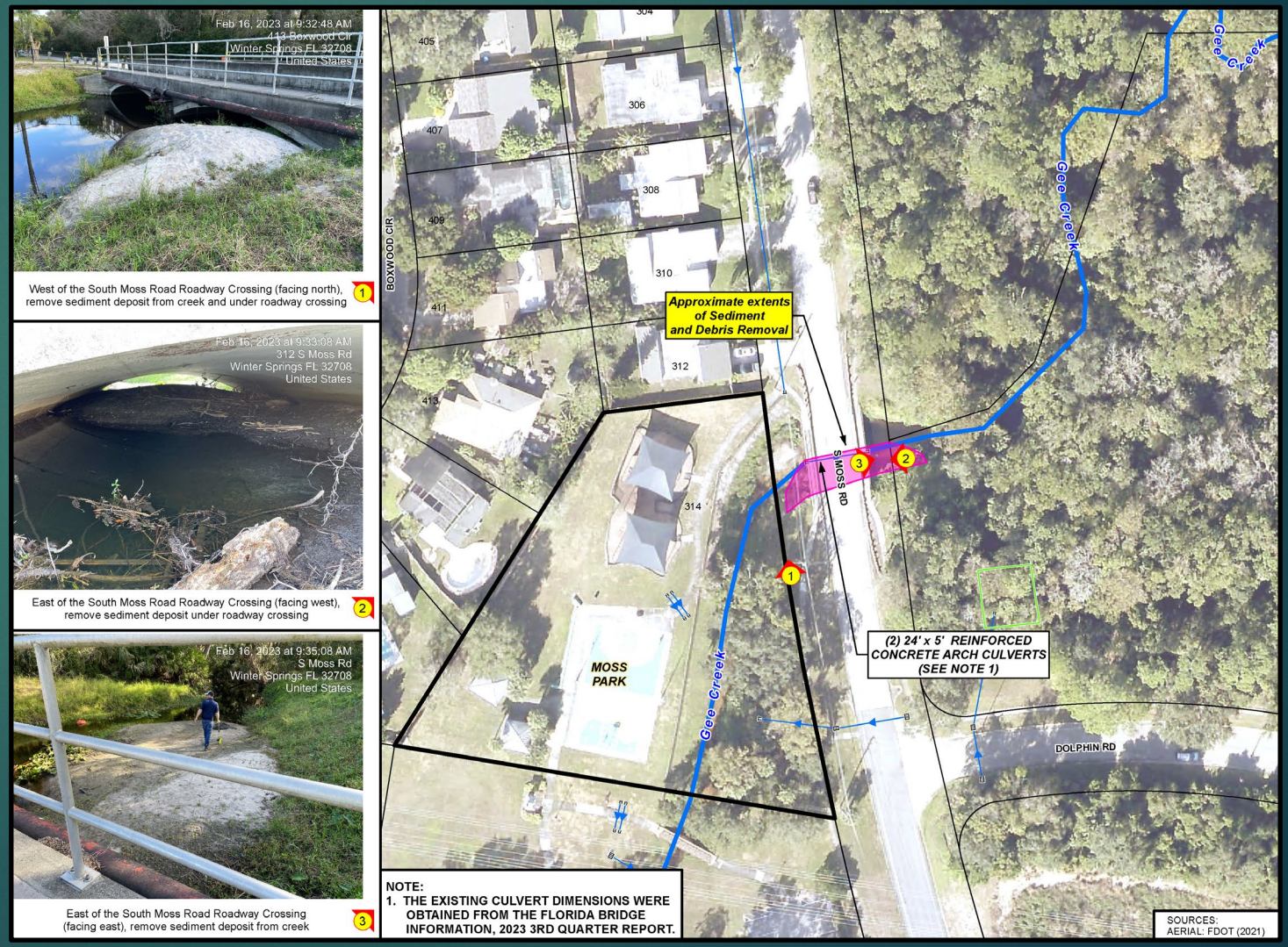
Hurricane Ian
NRCS Creek Debris Removal Project

- Bear Creek
- Gee Creek
- No Name Creek
- Sheoah Creek
- Howell Creek



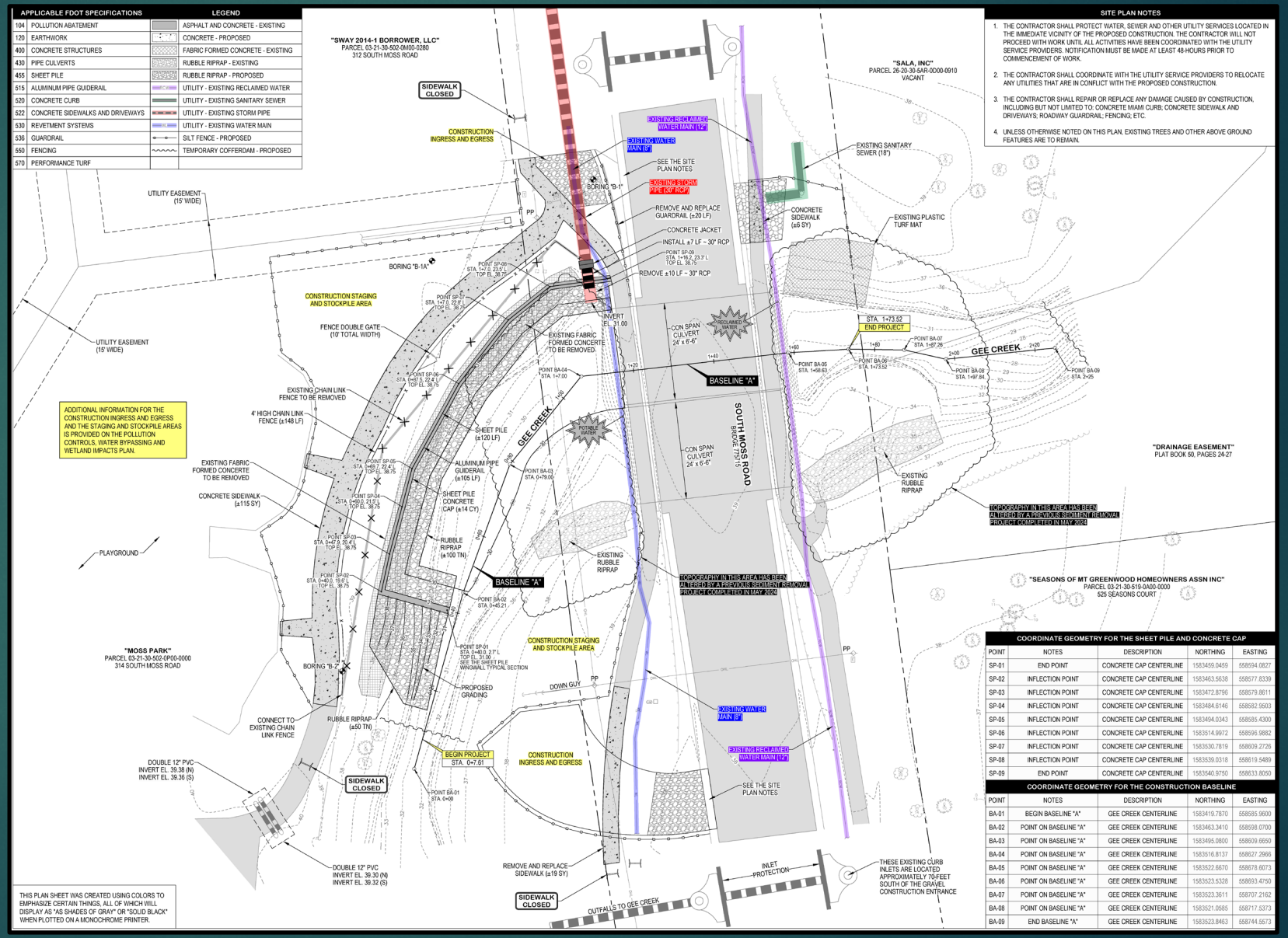
Hurricane Ian
NRCS Creek Sediment Removal Project

- **10 Sediment Removal Locations**



Gee Creek at Moss Park

- **Site Improvement Plan**



Gee Creek at Moss Park



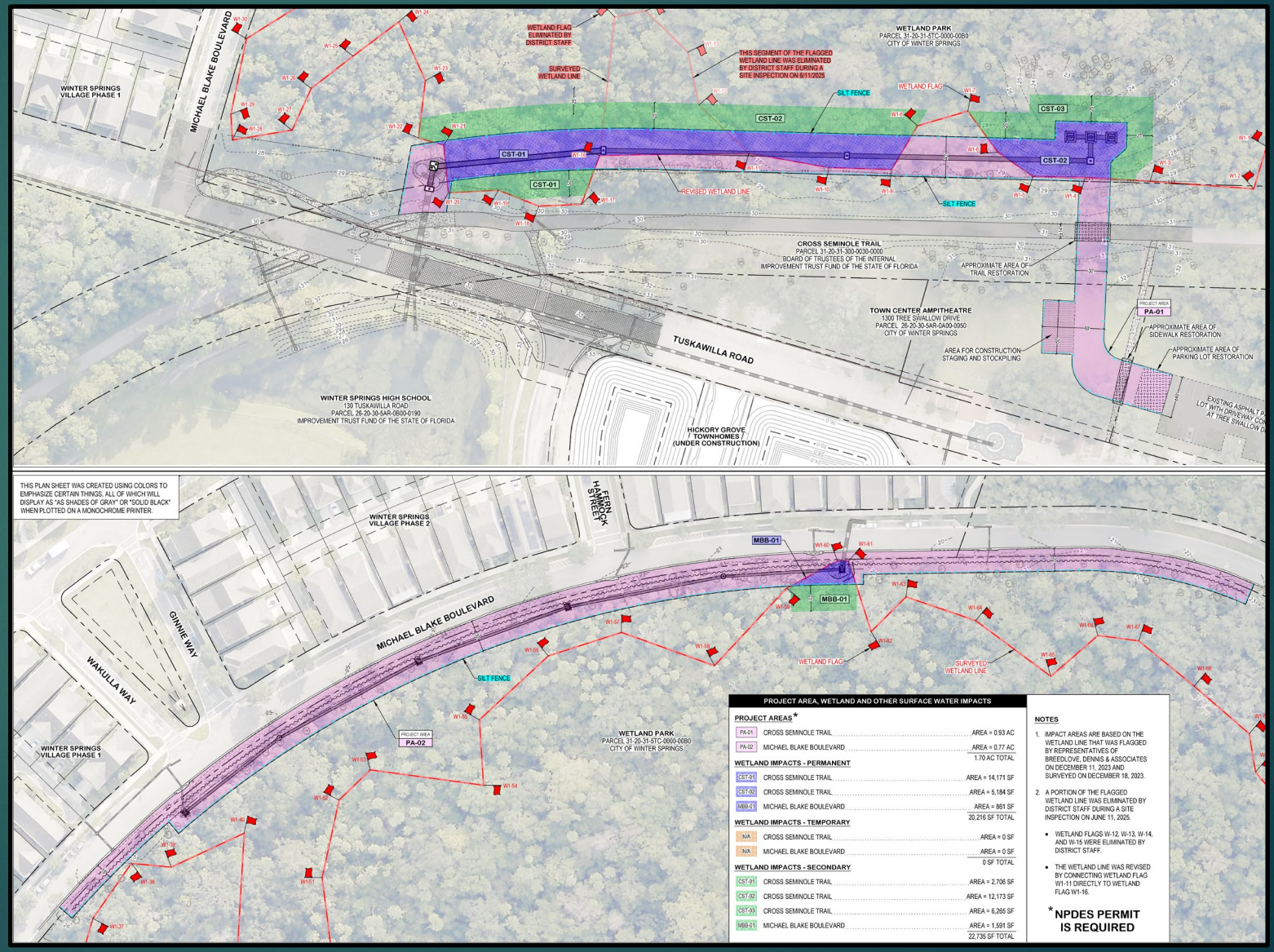
Before Construction

After Construction



Wetland Park Outfall Improvements

- Localized flooding on Michael Blake Boulevard
- Drainage improvements within Wetland Park east of the Cross Seminole Trail
- Drainage improvements along Michael Blake Boulevard

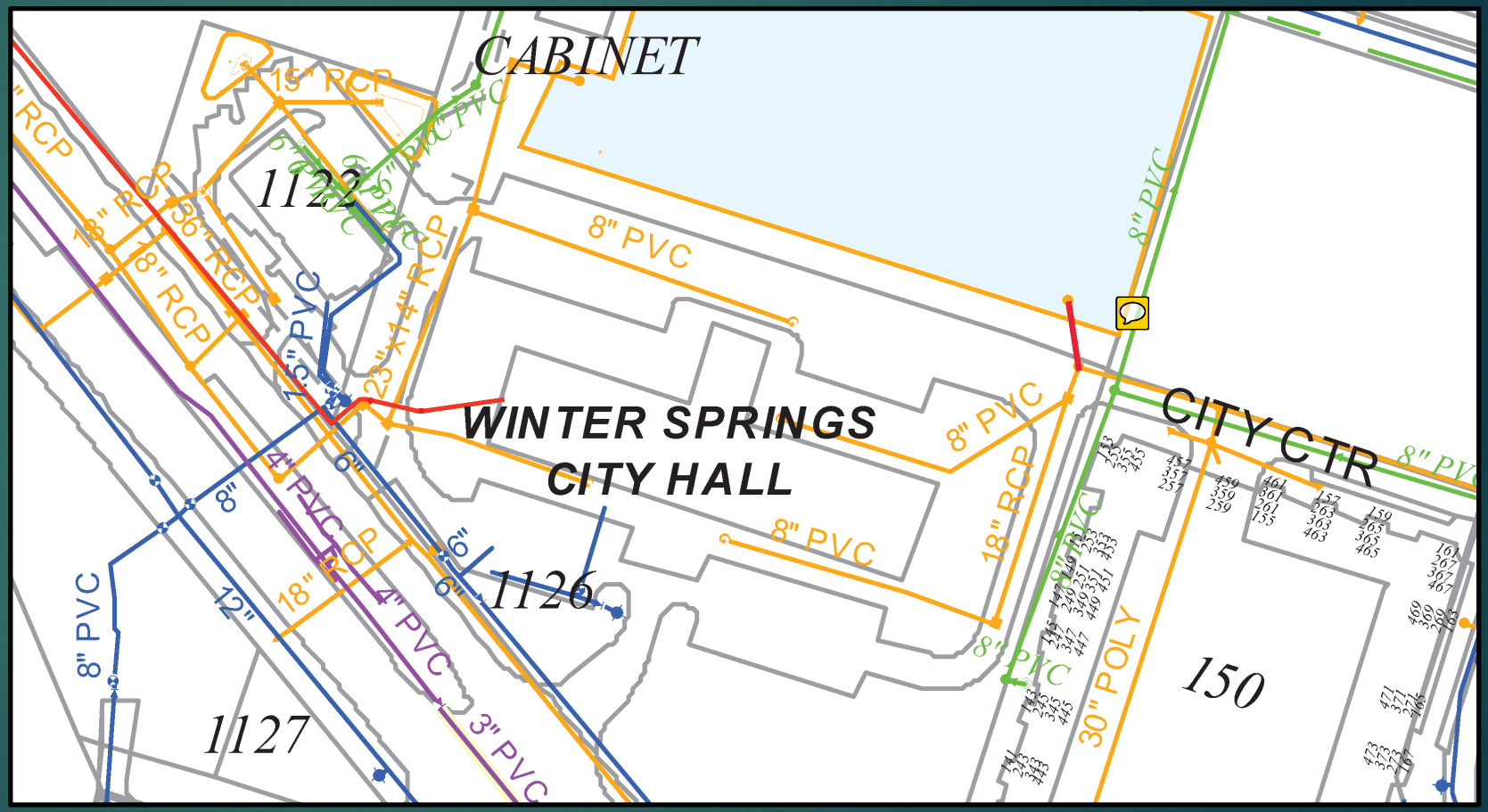


Wetland Park Outfall Improvements

- **SJRWMD ERP Application 22437-9 Submitted on 9/5/2024**
- **SJRWMD Request for Additional Information (RAI) Received on 10/3/2024**
- **Third Time Extension Submitted on 6/16/2025**
  - ✓ Currently coordinating with District staff regarding wetland mitigation and avoidance / minimization issues.
  - ✓ Issues related to work activities within land under the ownership and control of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

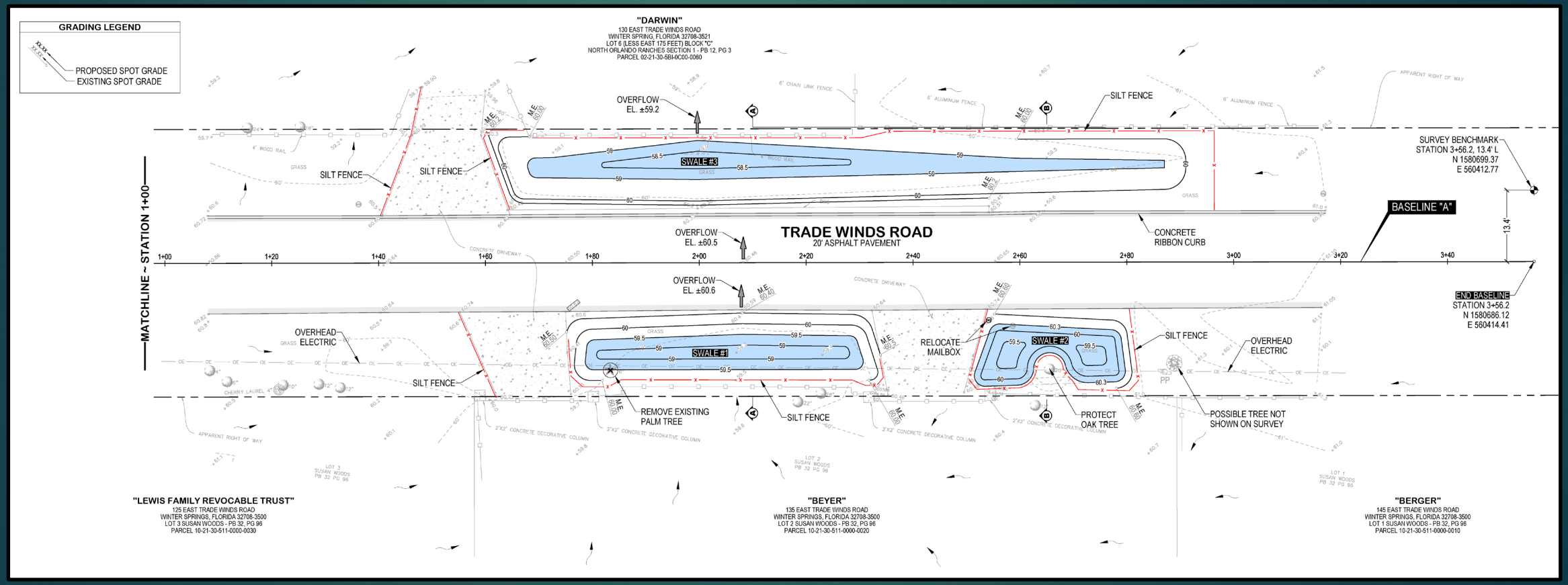
City Hall Pond Drainage Pipe Repairs

- Replaced approximately 40 linear feet of 42-inch CMP with 40 linear feet of 36-inch HDPE



135 East Trade Winds Road

- **Swale #1, Swale #2 and Swale #3**







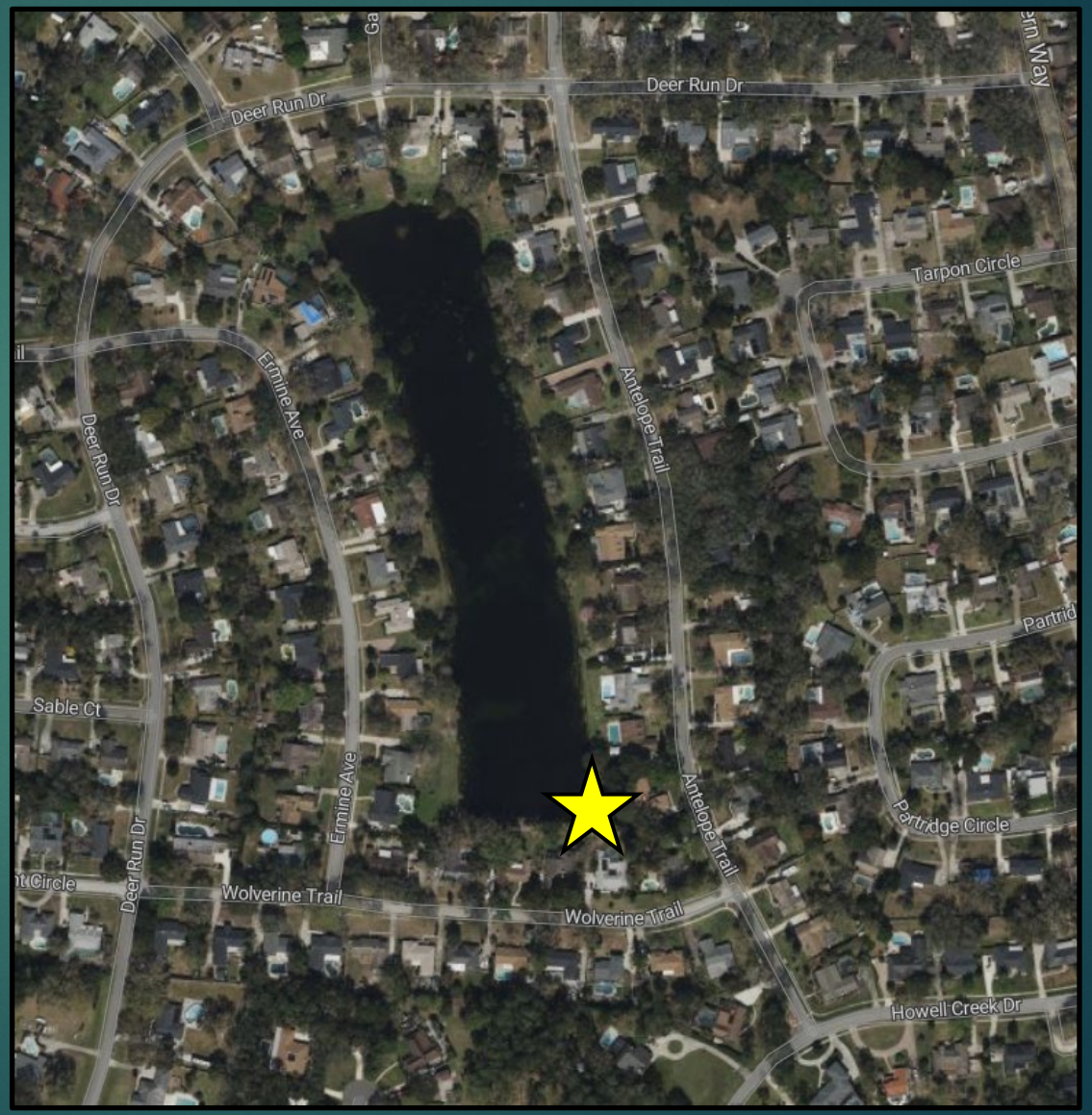


135 East Trade Winds Road

Deer Run Pond – Control Structure Modifications

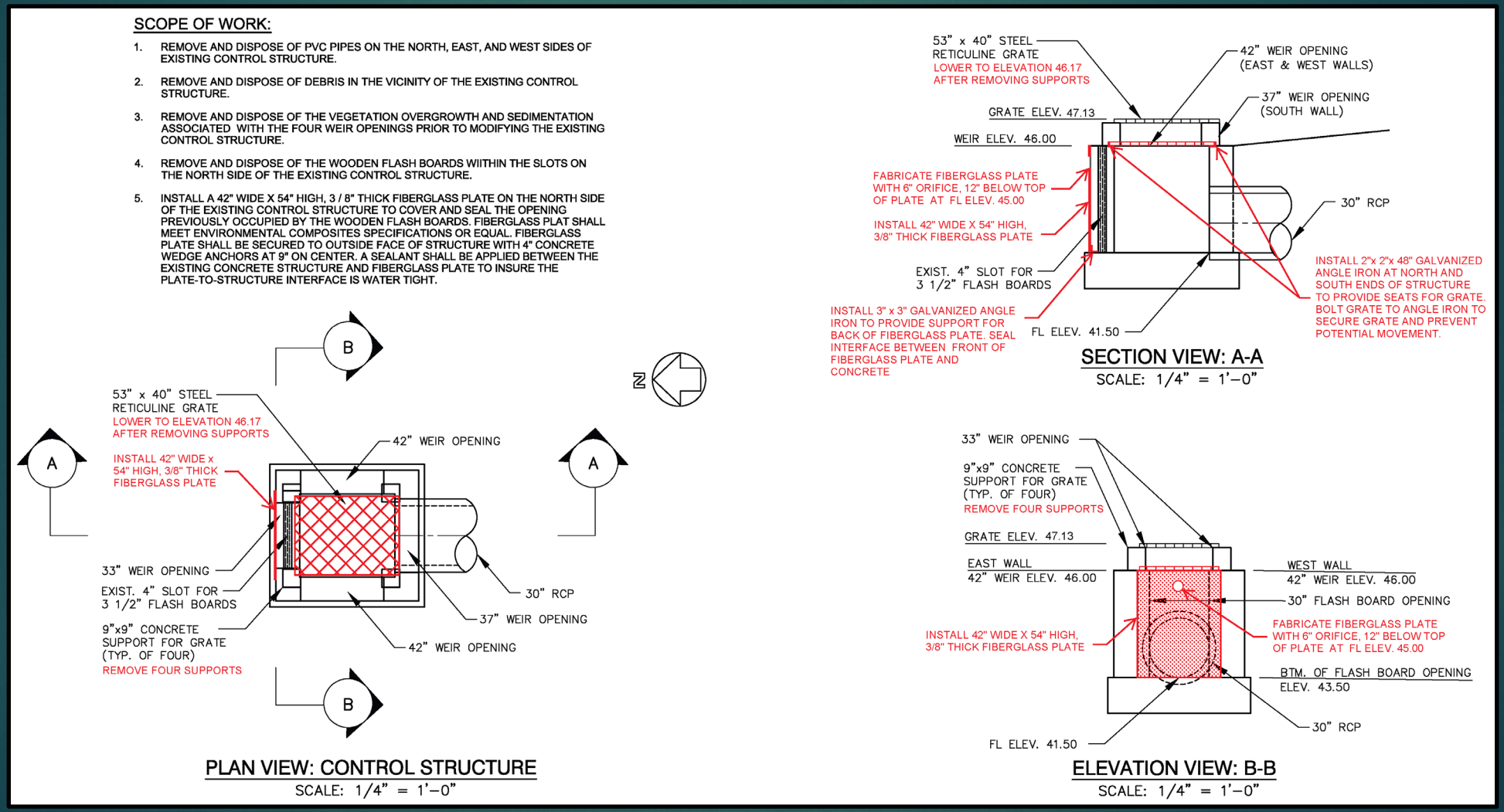
- **Project Location Map**





Deer Run Pond – Control Structure Modifications

- **Project Location Map**



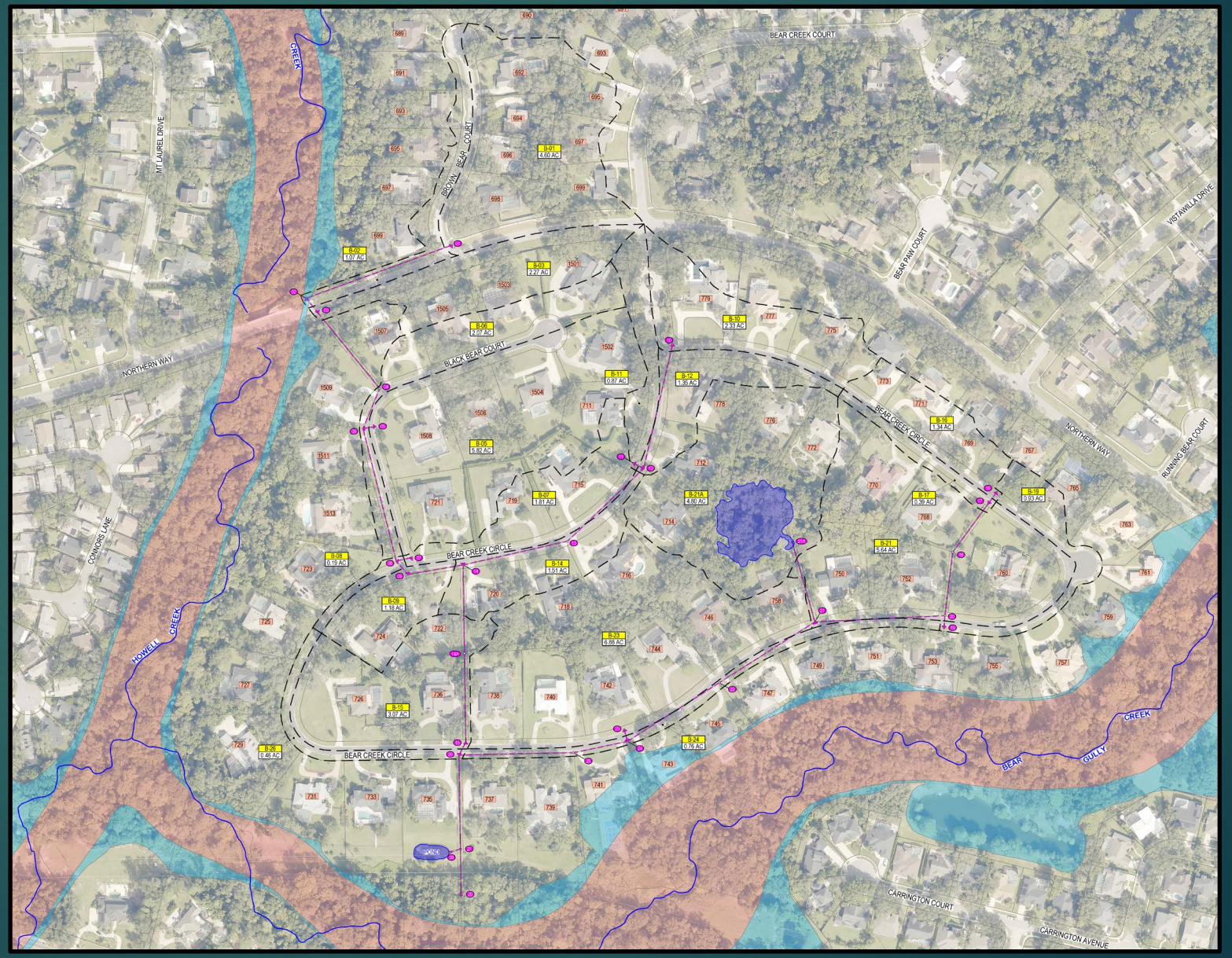
Bear Creek Estates – Phase 1 Drainage Evaluation

- **Localized Flooding Occurs on Northern Way near Brown Bear Court**
- **Work Completed to Date**
  - ✓ Specific Purpose Survey of Existing Drainage Systems
  - ✓ Hydraulic Grade Line (HGL) Analysis of Existing Drainage Systems
  - ✓ Concept Plan – Northern Way Drainage Improvements



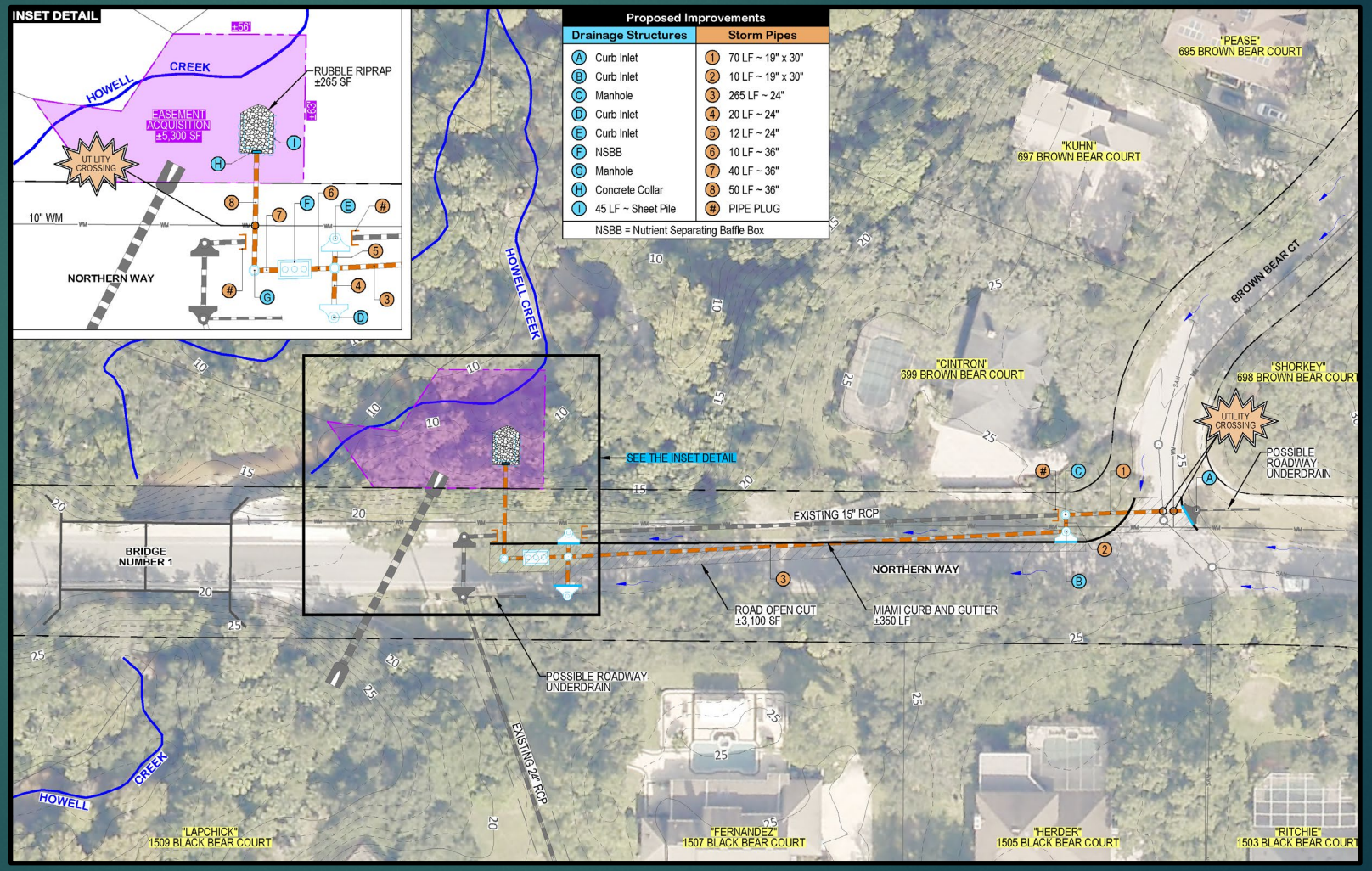
Bear Creek Estates – Phase 1 Drainage Evaluation

- **Drainage Basin Map**



Bear Creek Estates – Phase 1 Drainage Evaluation

- **Concept Plan – Northern Way Drainage Improvements**



Acquisition of 1 Flood Prone Home (HMGP Project)

- HMGP Grant Application under Hurricane Ian was submitted to the State in August 2023.
- The grant application is in FEMA's queue for federal award and funding allocation.

Breakdown of Costs	
Federal Match	$271,801.13
Local (City) Match	$90,600.38
Total Project Cost	$362,401.50







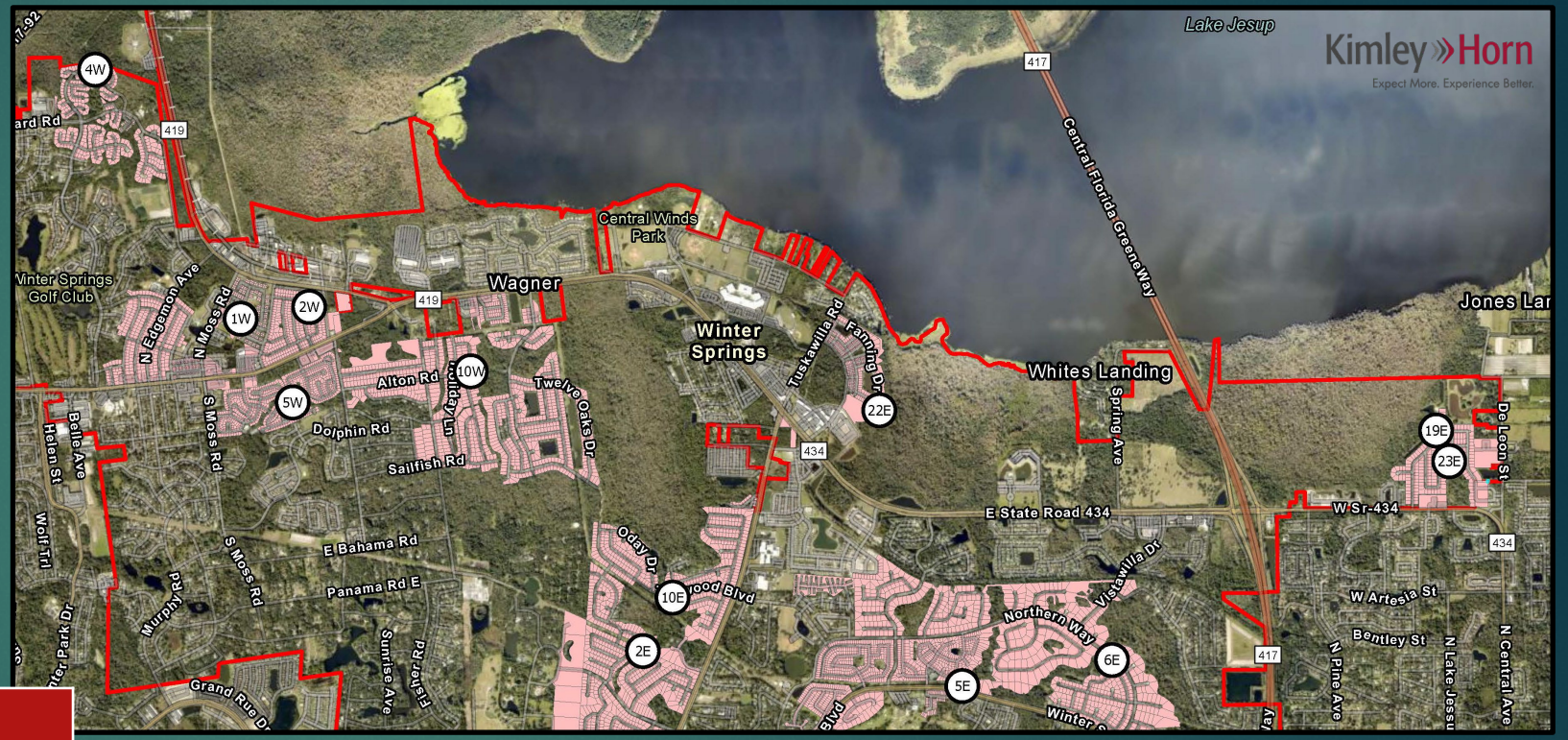
Elevation of 3 Flood Prone Homes (HMGP Project)

- HMGP Grant Application under Hurricane Ian was submitted to the State in August 2023.
- The grant application is in FEMA's queue for federal award and funding allocation.

Breakdown of Costs	
Federal Match	$367,020.00
Local (Homeowners) Match	$122,340.00
Total Project Cost	$489,360.00

Flood Proofing 12 Sanitary Lift Stations (HMGP Project)

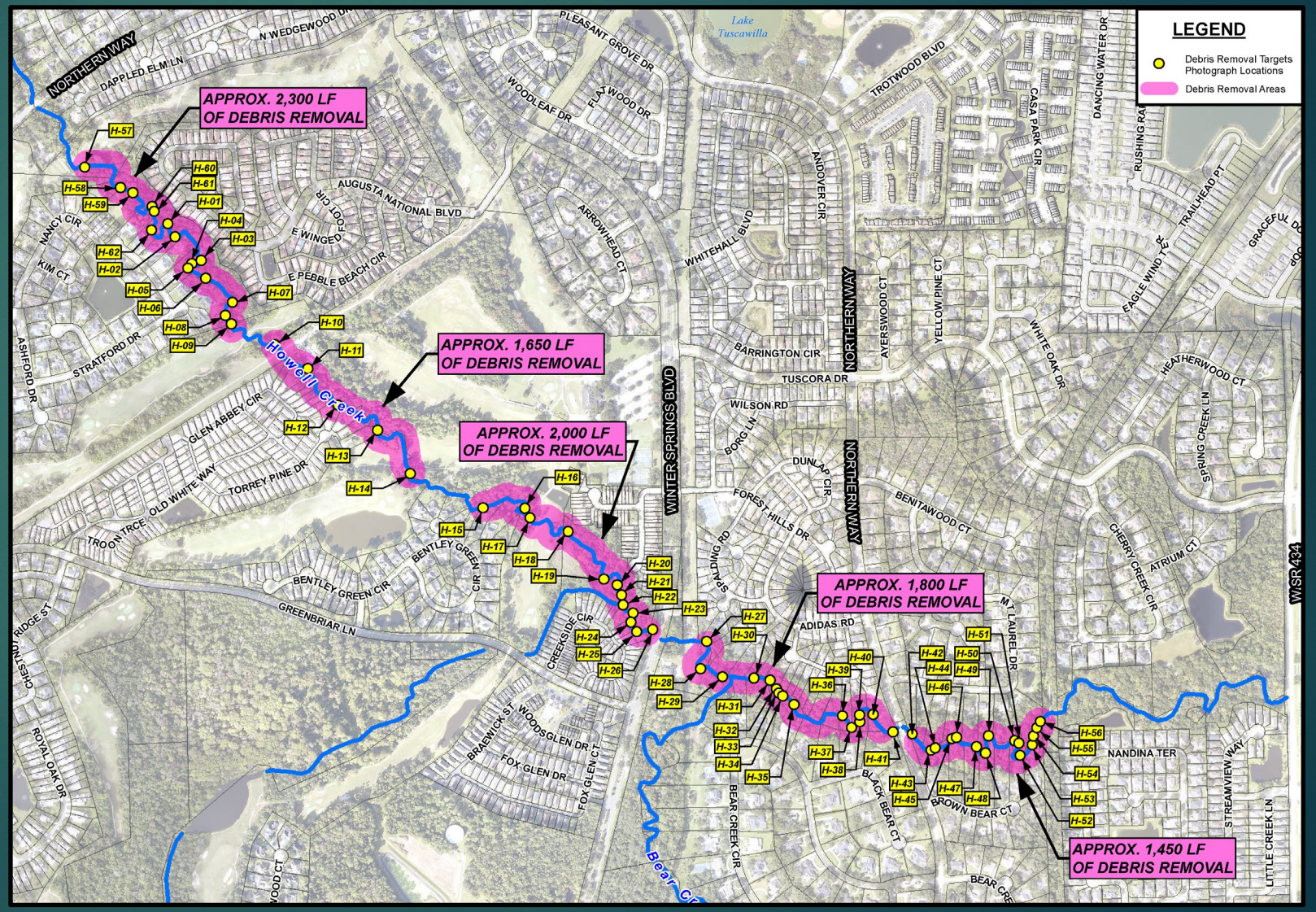
- HMGP Grant Application under Hurricane Ian was submitted to the State in August 2023.
- The grant application is in FEMA's queue for federal award and funding allocation.



Breakdown of Costs	
Federal Match	$3,430,999.50
Local (City) Match	$1,143,666.50
Total Project Cost 11/12/24	$4,574,666.00

Hurricane Milton
NRCS Creek Debris Removal Project

- Sheoah Creek
- Gee Creek
- No Name Creek
- Howell Creek
- Bear Creek
- Little Howell Creek – Oak Forest
- Little Howell Creek – Winding Hollow



Hurricane Milton
NRCS Creek Sediment Removal Project

- 9 Sediment Removal Locations



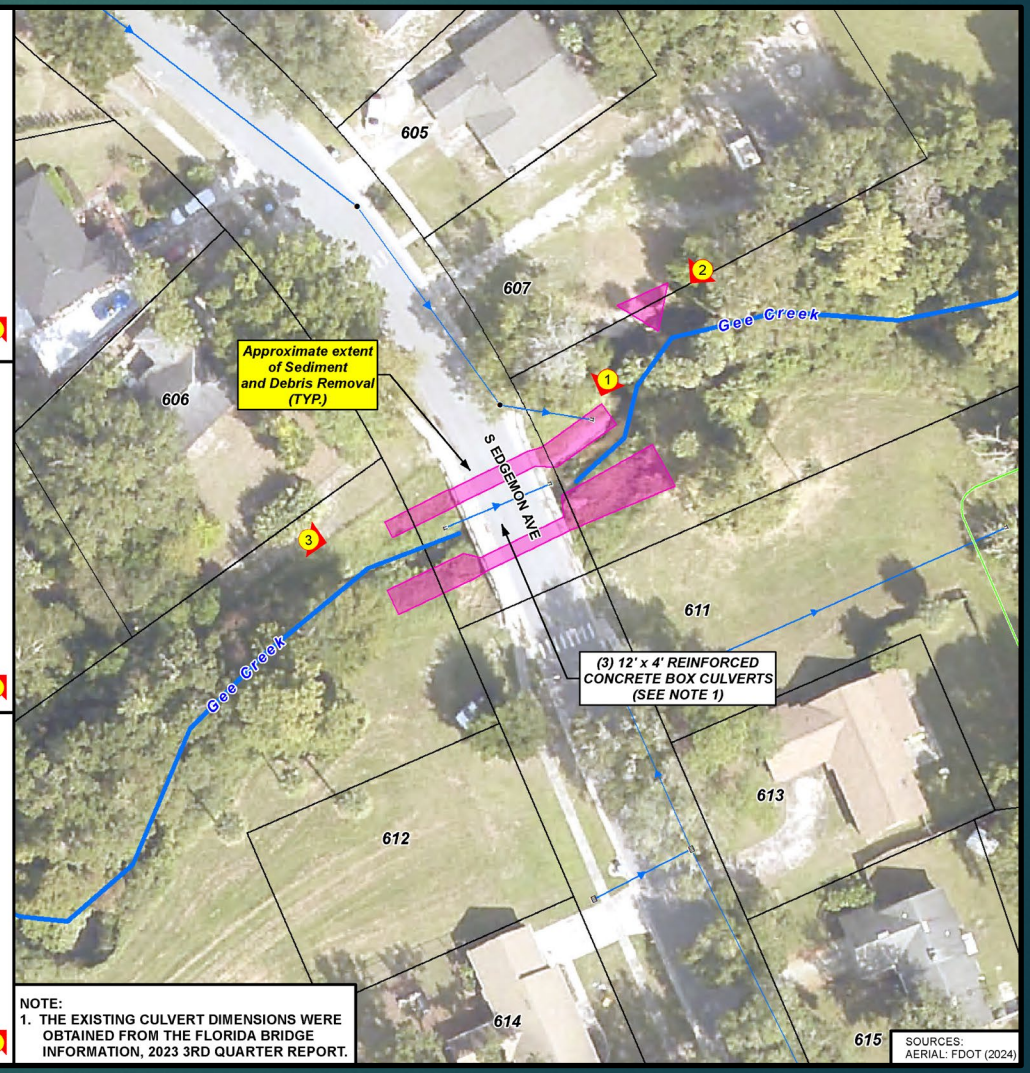
East of the South Edgemon Avenue Roadway Crossing (facing southwest), remove sediment deposits from creek and under roadway crossing 1



East of the South Edgemon Avenue Roadway Crossing (facing southwest), remove sediment deposits from creek 2



West of the South Edgemon Avenue Roadway Crossing (facing southeast), remove sediment deposits from creek and under the roadway crossing 3



Torcaso Park Stormwater Improvements

Project Overview

- ✓ The project involves enclosing the existing drainage ditch with a 48-inch drainage pipe.
- ✓ Objective:
  To enhance the area's aesthetic in anticipation of a future monument installation.



Summary of Available Stormwater Related Grants

FEMA HMGP



CDBG-DR (Disaster Recovery)

FEMA FMA



FHWA Bridge Investment Program

FDEP Resilient Florida

RESILIENCY FLORIDA

NRCS Emergency Watershed Protection

FDEM Elevate Florida



US Army Corps of Engineers

ACOE CAP (Cont. Authorities Program)

CDBG-MIT (Mitigation)

FDEP 319(h)

FEMA Hurricane Loss Mitigation

FEMA

SJRWMD Cost Share Program

Stormwater Master Plan

- Finalizing identifying Drainage Projects within each Drainage Basin
- Establishing Project Costs and Prioritizing the Projects
- Draft Stormwater Master Plan due September 29th
- Stormwater Workshop scheduled for October 1st
- Final Stormwater Master Plan due October 8th
- City Commission to adopt the Stormwater Master Plan on October 13th
- Stormwater Rate Study Presentation #1 scheduled for October 13th

Kimley»Horn
Expect More. Experience Better.

Stormwater Master Plan (continued)

- Stormwater Rate Study Presentation #1 scheduled for October 13th
- Stormwater Rate Study Presentation #2 scheduled for October 27th
- City Commission to adopt the new Stormwater Billing Rate on October 27th

Kimley»Horn
Expect More. Experience Better.

Questions and Answers

David W. Hamstra, P.E., CFM
Stormwater Department Manager

Pegasus ENGINEERING

301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone: 407-992-9160, ext. 309
E-mail: david@pegasusengineering.net



CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Seminole County Sheriff's Office / City of Winter Springs Agreement for Police Dispatching Services - FY 2026 Addendum

SUMMARY

The Seminole County Sheriff's Office (SCSO) and the City of Winter Springs desire to remain in a contractual agreement to consolidate emergency dispatching services for the City through the SCSO. Commission approved the consolidation of emergency service through SCSO at the August 9, 2021 regular commission meeting. Currently, the SCSO serves all of the municipalities in the county in the capacity of a Public Safety Answering Point (a centralized call center). The continued consolidation of communications services will be a transparent operational action to our residents and those in need calling for police or emergency medical services, as all non-emergency phone calls coming in through the business phone line number will remain constant. Emergency 911 calls will continue to be routed through SCSO regardless of landline or cellular phone origin.

FUNDING SOURCE

Funds for this service are budgeted within the FY26 general fund budget for services/contracts.

RECOMMENDATION

Staff recommends City Commission to approve the City Manager, City Attorney, and Mayor to execute the contract addendum for FY 2026 and all applicable documents with the Seminole County Sheriff's Office for emergency dispatching services consolidation to include a capped CPI increase of 5% from the previous year, for a quarterly expense of $118,125, totaling $472,500.

AGREEMENT BETWEEN

the

SEMINOLE COUNTY SHERIFF'S OFFICE

and the

CITY OF WINTER SPRINGS

for

LAW ENFORCEMENT DISPATCHING SERVICES

THIS AGREEMENT is made and entered into by and between Dennis M. Lemma, as Sheriff of Seminole County on behalf of the Seminole County Sheriff's Office, a Constitutional Officer of the political subdivision of Seminole County, State of Florida, whose address 100 Eslinger Way, Sanford, Florida 32773, hereinafter referred to as "SCSO", and the City of Winter Springs, whose address is 1126 East State Road 434, Winter Springs, Florida 32708, hereinafter referred to as "WINTER SPRINGS".

W I T N E S S E T H:

WHEREAS, in accordance with Sections 163.01 (2) and 163.01 (14) Florida Statutes, SCSO and WINTER SPRINGS are authorized to enter into inter-local agreements for the provision of services; and

WHEREAS, SCSO maintains seven days per week, twenty-four hour per day law enforcement dispatching services; and

WHEREAS, WINTER SPRINGS has determined that it is advantageous for the city and its residents to contract with SCSO for the provision of law enforcement dispatching services.

NOW, THEREFORE, in consideration of the mutual understandings and Agreements set forth herein, SCSO and WINTER SPRINGS agree as follows:

1. **Term and Termination**

   The term of this Agreement shall begin on the "transfer date," until September 30, 2024, the dates of signature of the parties notwithstanding, and shall be renewable for a new term thereafter upon mutual written agreement by both parties and in accordance with applicable clauses set forth herein. The "transfer date" is anticipated to be September 21, 2021, or such later date that is mutually agreed upon by both parties.

   This Agreement may be terminated by either party, with or without cause, by providing twelve months written notification in advance to the other party. Notification shall be by hand delivery or certified mail to the designated

representative listed in Section 10 Notices. In the event of termination, payment for services will be prorated to coincide with the date of termination.

2. **Purpose**

The purpose of this Agreement is to provide law enforcement dispatch services for the Winter Springs Police Department and city residents as requested by WINTER SPRINGS.

3. **Third Party Beneficiaries**

This Agreement is intended to apply to the two parties to this agreement only and there are no third-party beneficiaries to this Agreement.

4. **Cooperation**

It is agreed that both parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate this Agreement.

5. **Basic Services**

A. SCSO agrees to:

i) Provide law enforcement dispatching services for the Winter Springs Police Department twenty-four hours per day, seven days per week. In addition to 911 calls, other calls for services are to be directed to telephone numbers to be provided by SCSO and SCSO will dispatch WINTER SPRINGS police units in response.

ii) Provide necessary instruction and training in SCSO's radio protocol and communications procedures necessary for the provision of dispatch services.

iii) Maintain a numbered zone or other appropriate means of identification for calls received and dispatched for WINTER SPRINGS.

iv) Keep adequate records and provide report data to WINTER SPRINGS or the general public in such formats and at such time intervals as are mutually agreed upon by both parties.

v) Provide the WINTER SPRINGS Police Department twenty-four hours a day, seven days a week access to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center System (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, drivers license registry, boat registry, and administrative information systems and other such databases currently available to law enforcement agencies. Access to this service is controlled by the terms and conditions outlined in the Interagency Agreement for Criminal Justice Computer Services and Support between WINTER SPRINGS and SCSO, **Attachment A** to this Agreement.

vi) Provide for sufficient number of personnel, appropriately qualified, to perform law enforcement dispatch services set forth within this Agreement.

vii) The SCSO maintains the records for the dispatch center, however WINTER SPRINGS will remain the custodian of the dispatch records for the Winter Springs Police Department. In the event SCSO receives a public records request for WINTER SPRINGS records maintained by SCSO pursuant to this Agreement, SCSO will forward the request to WINTER SPRINGS and WINTER SPRINGS will be responsible for responding to such request. SCSO will not respond to any public records requests for WINTER SPRINGS records.

viii) SCSO will maintain all WINTER SPRINGS dispatch records under this Agreement in accordance with Florida law.

B. WINTER SPRINGS agrees to:

i) Insure that the Winter Springs Police Department observes the instructions and standard operating procedures to be provided by SCSO for radio protocol and for coordination of dispatching efforts under the Agreement.

ii) Provide adequate radio equipment, compatible with communications equipment utilized by SCSO, to City police officers.

iii) In situations where the Winter Springs Chief of Police or any other Winter Springs officer needs to dispatch City police officers, an SCSO dispatcher is to be notified as soon as possible as to the nature of the call and the location to which the police unit was dispatched.

iv) WINTER SPRINGS shall supply SCSO with a list of all personnel authorized to liaison with SCSO in regards to the provision of services as set forth within this Agreement. The Winter Springs Chief of Police shall also advise SCSO as to which types of calls reported and/or dispatched require notification to the Chief or designee(s).

v) Winter Springs's non-emergency police department telephone number that can be reached by the public during the business hours, will at the very least have an after-hours message that instructs the caller to hang up and dial 9-1-1 if the call is an emergency.

vi) It is understood by WINTER SPRINGS that the services called for in this Agreement only includes dispatch services for law enforcement activities and does not include dispatch service for non-law enforcement activities, telephone complaint report writing, or walk-in complaints directed to the Winter Springs Police Department. SCSO will refer any such telephone and walk-in complaints to the Winter Springs Police Department.

vii) WINTER SPRINGS agrees to keep its dispatch center facility in an operational fashion (i.e. working phone lines and dispatch terminals) and allow SCSO full access and use of the Winter Spring's dispatch center facility following the transfer date of this contract to utilize during SCSO's Communication Center Expansion and Remodeling Project (the "Project") in order to facilitate SCSO dispatch center operations as needed during the Project. The Project is anticipated to be completed by March 31, 2022.

C. **BOTH PARTIES agree:**

i) To fully comply with all terms set forth in this Agreement including attachments as applicable thereto, between SCSO and the Winter Springs Chief of Police. This Agreement includes Attachment "A" regarding the NCIC/FCIC databases, which is attached hereto and incorporated herein by reference.

ii) That SCSO shall have and maintain all responsibility and control over the delivery of services as set forth herein, standards of performance, discipline of personnel and other matters incident to the performance of services, duties and responsibilities described and contemplated herein.

iii) That SCSO's Communication Center Division employees are not employees of WINTER SPRINGS, and are not entitled to wages or benefits that belong to WINTER SPRINGS employees.

iv) To transfer the employment of up to six (6) incumbent full-time WINTER SPRINGS dispatch employees (Attachment B) and further agree:

a. That SCSO will hire the six (6) incumbent employees, currently employed full-time by WINTER SPRINGS, to work in the SCSO Communications Division; provided they meet all employment requirements of SCSO. If any of the incumbents do not meet the employment requirements of SCSO, notification will be made to WINTER SPRINGS regarding incumbent's ineligibility as soon as practicable after making the determination.

b. That the incumbent employees accepted for hire by SCSO will begin employment on the transfer date, their SCSO hire date, and in the job classification determined by SCSO and at their existing WINTER SPRINGS hourly rate of pay.

c. That accumulated leave balances of up to 200 hours may be transferred to SCSO as PTO (personal time-off). Employees will accrue leave time under SCSO policy based on their date of hire with WINTER SPRINGS. That any remaining leave balances not transferred to SCSO will remain the responsibility of WINTER SPRINGS.

d. That Group benefits will be provided as established for SCSO full-time employees. That WINTER SPRINGS will provide benefit plan coverage (i.e. health, dental, vision, etc.) for employees transferring through the end of the month following the month of transfer, to ensure that employees transferred do not have a lapse in benefit plan coverage.

e. That SCSO will cover employees for pension under the Florida Retirement System (FRS) as new employees on the date of transfer and as provided through FRS. That all current pension plan benefits regarding WINTER SPRINGS pension plans will remain the responsibility of WINTER SPRINGS.

6. Compensation and Payment

A. Cost for Services

Cost of services reflects SCSO's determination of the fair and reasonable share of WINTER SPRINGS's cost of SCSO's Communications Center. WINTER SPRINGS agrees to pay SCSO for services rendered as set forth in this agreement on a fiscal year basis (in the initial year of service pricing is prorated on a monthly basis, beginning with the month of implementation) commencing October 1st and ending September 30th of each year. Pricing will be provided to the City by July 1st of each year for the ensuing fiscal year. Pricing shall be capped at a 5% growth per annum with the original pricing set at $458,000, the pricing for fiscal year 2021-22. The parties recognize that these services will be commenced at a mutually agreed upon transfer date, and the cost will be pro-rated at $114,500 per quarter, or $38,167 per month, if less than a full quarter.

The annual amount is payable on a quarterly basis in accordance with the following payment schedule:

Performance Period	Payment Due
Oct. 1st – Dec. 31st	Nov. 15th
January 1st – March 31st	February 15th
April 1st – June 30th	May 15th
July 1st – September 30th	August 15th

B. Payments to be sent to

All payments from WINTER SPRINGS to SCSO shall be sent to the following address:

Seminole County Sheriff's Office
Fiscal Services Division
100 Eslinger Way
Sanford, FL. 32773
Ref: Law Enforcement Dispatching Services Agreement

7. Indemnification/Liability

Pursuant to 768.28(19) Florida Statutes, neither SCSO nor WINTER SPRINGS waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's actions, or to assume any liability for the other party's actions. Each Party agrees that it is solely responsible for the wrongful acts of its officers, employees, agents and volunteers.

8. **Authority over SCSO.**

Both PARTIES agree that WINTER SPRINGS's determination to cause the provision of services by this Agreement is an exercise of the legislative function of WINTER SPRINGS and that at no time will WINTER SPRINGS exercise any specific operational control over the activities of SCSO.

9. **Dispute Resolution**

This Agreement shall be governed by and construed with the laws of the State of Florida. Venue shall be in Seminole County, Florida. The SCSO Communications Division Director or his designee and the WINTER SPRINGS Chief of Police or his designee shall resolve minor disputes.

10. **Notices**

Whenever any party desires to give notice unto the other party, notice may be sent to:

For SCSO
Lisa Spriggs, Chief of Administrative Services
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773

For WINTER SPRINGS
Shawn Boyle, City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

11. **Assignment**

This Agreement may not be assigned, in whole or in part, by any of the parties without the express written consent of the other party.

12. **Entire Agreement**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendment, deletions, or waivers of the provisions of the Agreement shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

13. **Filing with Clerk of the Court**

This Agreement will become effective upon filing with the Seminole County Clerk of the Court. WINTER SPRINGS agrees to file this Agreement with the Clerk of Court within 10 days of the last date of execution.

IN WITNESS WHEREOF, the parties to this Agreement have caused their name to be affixed hereto by the proper officers thereof for the purposes herein expressed.

City of WINTER SPRINGS

By: Kevin McCann
Mayor

ATTEST:

By: Christian Gowan, City Clerk

8/9/2021
Date

Seminole County Sheriff's Office

By: Dennis M. Lemma
Seminole County Sheriff

8/16/2021
Date

CITY OF WINTER SPRINGS INCORPORATED 1959 SEMINOLE COUNTY, FLORIDA

Attachment A: NCIC/FCIC DATABASES

In accordance with policies and procedures set forth by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE) concerning the use of NCIC and FCIC databases, the following applies:

- The **City of Winter Springs Police Department** hereinafter shall be referred to as the **Owner of the Record.**
- The **Seminole County Sheriff's Office** shall hereinafter be referred to as the **Holder of the Record.**
- The **Seminole County Sheriff's Office Communications Division** shall be responsible for entering records into the NCIC/FCIC automated systems.

SCSO's responsibilities:
1. The **Holder of the Record** shall be responsible for updating all records maintained in the NCIC and/or FCIC automated systems.

2. The **Holder of the Record** shall be responsible for confirming a hit on a record in accordance with policies and procedures established by the FBI/NCIC and the FDLE/FCIC system on behalf of the Seminole County Sheriff's Office.

3. The **Holder of the Record** shall be responsible for removing records from the file in accordance with established NCIC/FCIC policies and procedures.

WINTER SPRINGS'S responsibilities:
1. The **Owner of the Record** shall notify the Holder of the Record immediately when any record covered under the terms of this Agreement is to be cancelled or modified in accordance with applicable NCIC/FCIC procedures.

2. The **Owner of the Record** shall provide complete supporting documentation to the Holder of the Record prior to initial record entries being made.

3. The **Owner of the Record** shall validate each record covered under the terms of this Agreement in accordance with NCIC/FCIC policies and procedures.

If the City of Winter Springs Police Department maintains a direct connect NCIC/FCIC workstation, the City of Winter Springs Police Department still must sign an FDLE Criminal Justice User Agreement.

Attachment B: WINTER SPRINGS FULL-TIME DISPATCH EMPLOYEES

Last Name	First Name	Date of Hire	Hourly Pay Rate
Klepin	Jennifer	12/27/1999	$20.94
Brana	Shelly	12/15/2005	$21.09
Lewis	Cristen	11/2/2016	$15.08
Koch	Nicholas	4/3/2017	$15.28
Perry	Brandy	5/21/1018	$15.75
McCoy	Helen	5/26/2020	$14.89

Seminole County Sheriff's Office / City of Winter Springs
Agreement for Dispatching Services - FY 2025/26 Addendum

In accordance with the terms and conditions set forth in the Agreement for the provision of dispatch services between the Seminole County Sheriff's Office and the City of Winter Springs the following addendum has been proposed and agreed upon for FY 2025/26 commencing on October 1, 2025 and ending September 30, 2026.

Paragraph 6A of the Agreement is hereby amended to read as follows:

Cost for Services:

WINTER SPRINGS agrees to reimburse SCSO for dispatching services as set forth in this Agreement for services to be rendered in FY 2025/26 commencing October 1, 2025, and ending September 30, 2026, in the amount of $472,500 payable quarterly in accordance with the following schedule:

Performance Period	Payment Amount	Payment Due
Oct. 1, 2025 – Dec. 31, 2025	$ 118,125.00	Nov. 15, 2025
Jan. 1, 2026 – Mar. 31, 2026	$ 118,125.00	Feb. 15, 2026
Apr. 1, 2026 – Jun. 30, 2026	$ 118,125.00	May 15, 2026
July 1, 2026 – Sep. 30, 2026	$ 118,125.00	Aug. 15, 2026

All provisions of the Agreement for Dispatch Services, except Paragraph 6A as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes set forth herein, the dates of signature of the parties notwithstanding, hereafter referred to as the FY 2025/26 Addendum to the Dispatch Services Agreement previously entered into by the parties on September 21, 2021.

City of Winter Springs

_____
Kevin McCann
Mayor, City of Winter Springs

_____
Date

Seminole County Sheriff's Office

_____
Dennis M. Lemma
Sheriff

_____
Date

Winter Springs Police Department

_____
Matthew Tracht
Chief of Police

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

2025 Hometown Hero Nomination

SUMMARY

The City of Winter Springs hosts an Annual Veterans Day ceremony at the Winter Springs Veterans Memorial, during which a local resident is recognized for their exemplary military service and unwavering support of the Winter Springs community. In 2025, the nomination of the Winter Springs Hometown Hero has been awarded to Sean Richards. His nomination was carefully reviewed and selected by our Veterans and Veteran Family Advisory Committee.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission approve Sean Richards as the 2025 "Winter Springs Hometown Hero".

2025 Hometown Hero Nominee Info:

SEAN RICHARDS

Submitted By:

KEITH BATCHELDER

Sean is a highly decorated and combat wounded military veteran who dedicated twenty years of service to the United States Army and ultimately served with the most elite special operations unit in the Department of Defense, Delta Force. While assigned to Delta Force, Sean deployed multiple times to various combat zones and participated in the most complex, covert, and dangerous national-level missions directed by the President of the United States and the Secretary of Defense.

Sean enlisted as an Infantryman and began his career at Fort Campbell, Kentucky with the 101st Airborne Division. During his time at Fort Campbell, his leadership selected Sean to attend the highly-demanding Ranger School. He successfully passed Ranger School and subsequently served as a Ranger Instructor at 6th Ranger Training Battalion at Eglin Air Force Base, Florida. During this period, the United States Army Special Operations Command invited Sean to attend a selection assessment course for Delta Force. Sean successfully passed the Operator Training Course and became a member of the elite unit.

During his deployments, Sean consistently displayed his courageous actions during fierce firefights and received two Bronze Star Medals with Valor Devices and the Purple Heart for wounds sustained during these dangerous missions. Sean rose through the ranks and retired as a Sergeant Major, the highest enlisted rank in the United States Army.

Following his military retirement in 2021, Sean and his wife, Sarah, along with daughter, Ashlynn, moved from Fort Bragg, North Carolina to Winter Springs, FL. Upon settling in Winter Springs, Sean demonstrated the same characteristics in his post-military life that made him one of the most elite members of the U.S. military as he embarked on a challenging entrepreneurial endeavor, building and growing a successful company that remains tied to the local community.

Sean successfully launched his own home inspection business, Tier-1 Pro Inspections, within Winter Springs and consistently and tirelessly donates time, services, and funds to multiple charitable organizations that are near and dear to his heart. These organizations include, but are not limited to:

Dave's House, which provides permanent supportive housing that integrates affordable homes with essential mental health services, which empowers residents to thrive with dignity and purpose.

Seminole Kids House, which partners with law enforcement, the state attorney's office, medical personnel, child protection professionals, social workers, and licensed mental health counselors to break the cycle of violence often seen in child abuse cases.

Annabel's Closet, which helps families who have left abusive situations start over by providing essential furniture and household items they can't afford on their own.

Additionally, Sean and his wife regularly host several networking events within Seminole and Orange County that seek to strengthen relationships in the real estate / home improvement industries.

CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Special Event Participation Agreement with Rotary Club of Winter Springs - Veterans Day Tribute

SUMMARY

The City of Winter Springs is looking to continue the partnership with the Rotary Club of Winter Springs for the annual Veterans Day Tribute held on November 11th. This agreement solidifies the details of the responsibilities of each party for this event.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission to approve the Special Event Agreement with the Rotary Club of Winter Springs for the Veterans Day Tribute.

CITY OF WINTER SPRINGS
SPECIAL EVENT PARTICIPATION AGREEMENT
VETERANS DAY EVENT – ROTARY CLUB OF WINTER SPRINGS

THIS SPECIAL EVENT PARTICIPATION AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2025, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation ("City"), and the **ROTARY CLUB OF WINTER SPRINGS, INC.**, a Florida not for profit corporation ("Participant").

WITNESSETH

WHEREAS, Participant agrees to participate with the City at a Special Event in honor of Veterans Day in the City of Winter Springs, Florida; and

WHEREAS, Participant represents and warrants that it has the personnel, tools, materials, and experience necessary to satisfy the requirements set forth hereunder and to provide services for the Special Event as provided herein.

NOW, THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration which the parties acknowledge has been received, the parties agree as follows:

1.0 Incorporation of Recitals. The foregoing recitals are true and correct and by this reference are hereby fully incorporated into this Agreement.

2.0 General Provisions:

2.1 Definitions.

a) "*Advertise*" shall mean the act of publicly announcing or calling attention to the Special Event and may include, but not limited to, the distribution of handbills or mass mailings, the use of outdoor advertising, and announcements by billboard, poster, radio, television, or newspaper.

b) "*Agreement*" or "*Contract*" shall mean this Agreement and all exhibits and addendums thereto between the City and Participant regarding the Special Event referred to herein.

c) "*Blumberg Boulevard*" shall mean the right-of-way and Veterans Memorial located in the median of said right-of-way owned and operated by the City, located within the City of Winter Springs Town Center adjacent to Tuskawilla Road.

d) "*City*" shall mean the City of Winter Springs, a Florida municipal corporation and its officers, employees, agents, and contractors.

e) "*City Manager*" shall mean the City Manager of the City of Winter Springs, Florida, or their designee.

f) "*Participant*" shall mean the Rotary Club of Winter Springs, Inc., a Florida not for profit corporation, and its officers, employees, agents, and contractors.

g) "*Effective Date*" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

h) "*Public Records*" are as defined in Chapter 119, Florida Statutes.

i) "*Special Event*" shall mean the outdoor Winter Springs Veterans Day Event to be annually scheduled by the City and held at the Veterans Memorial on Blumberg Boulevard in November of each year. The first scheduled Veterans Day Event shall occur on Tuesday, November 11, 2025, and thereafter shall be held annually on Veterans Day unless the City schedules it for a different time. The Special Event shall be planned, promoted, managed, and operated by the City and Participant pursuant to this Agreement.

2.2 Permit. The City agrees to complete and process any necessary permitting in order to provide the Special Event outlined in this Agreement. No prior or present agreements or representations shall be binding upon any of the parties hereto unless specifically incorporated into this Agreement.

3.0 Scope of Event. Participant agrees to provide following services under the following special operating conditions.

3.1 Special Event. Participant shall provide the services specified in paragraph 3.5, below, for the Special Event in cooperation with the City. In furtherance thereof, Participant agrees to keep the City Manager fully informed of its plan to provide these services.

3.2 Food and Beverage. No food or beverages are to be provided by either party for the Special Event.

3.3 Sponsorship; Event Fees. Unless otherwise provided in this Agreement, City shall retain the sole right to all sponsorships, if any, for the Special Event.

3.4 City Special Event Policy. Participant agrees to comply with the City's written Special Event policies, if any, deemed applicable to the Special Event by the City Manager.

3.5 Entertainment/Program. The Participant shall be responsible for coordination and provision of the following for the Special Event:

a) Coordination and provision of the Winter Springs High School band to provide music during the Special Event.

b) Coordination and provision of the Winter Springs High School Interact Club to distribute ribbons and programs during the Special Event.

c) Coordination and provision of a group to sing the National Anthem during the Special Event.

d) Coordination and provision of the Winter Springs High School ROTC for presentation of the colors during the Special Event.

The Special Event program shall begin at 6:00 p.m. on November 11, 2025, and shall last for approximately one (1) hour in duration.

3.6 Cleanup. The City will coordinate and monitor the pick-up and disposal of garbage and other debris from the Blumberg Boulevard Special Event area. The City will breakdown and load the 100 City-owned folder chairs used for the Special Event.

4.0. Compensation, Expenses, and Special Event Restrictions. Compensation and expenses for the Special Event shall be paid as follows:

4.1 Participant Expenses. Unless otherwise provided in this Agreement, Participant shall pay all costs and expenses necessary for the Participant to satisfy its obligations under this Agreement.

4.2 City Expenses. City shall provide the following services and facilities for the Special Event in a manner deemed appropriate by the City:

a) Promotion of the Special Event through the City website.

b) 100 City-owned folding chairs for the ceremony.

c) Use of City-owned sound system for announcements and ceremony.

d) Use of electric service and potable water as available on Blumberg Boulevard.

e) Road closure and re-opening of Blumberg Boulevard with cones and signage.

f) Installation and removal of two (2) City-owned light towers and diesel fuel.

g) Overtime costs for four (4) City police officers.

5.0 Due Diligence. Participant acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting its obligations hereunder. The Participant warrants unto the City that it has the competence and abilities to carefully, professionally, and faithfully complete its obligations in the manner and within the time limits proscribed herein.

6.0 General Provisions. The following general provisions shall apply to this Agreement:

6.1 Time is of the Essence. The City's responsibility to make Blumberg Boulevard and adjacent areas available to Participant is limited to the time periods set forth hereunder. As such, Participant acknowledges and agrees that time is of the essence for the completion of the duties to be performed under this Agreement.

6.2 Non-Business Day. In the event that any period of time, as set forth in this Agreement, expires or any date herein occurs on a Saturday, Sunday, holiday or other non-business day, then such date shall automatically extend to 5:00 p.m. on the next subsequent business day, excluding the day the Special Event will be held pursuant to this Agreement.

6.3 No Assignment. This Agreement shall not be assigned or transferred unless prior written consent is granted by the City Commission of the City of Winter Springs.

6.4 Further Assurances. From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents that may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

6.5 Legal Representation. The parties acknowledge that Anthony A. Garganese, Esquire, and the law firm Garganese, Weiss, D'Agresta & Salzman, P.A., and other attorneys therein, have acted as counsel for the City in connection with this Agreement and the transactions contemplated herein, and have not provided legal advice to any party hereto other than the City.

6.6 Severability. If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, or paragraph did not exist.

6.7 Governing Law and Venue. This Agreement shall be governed by the law of the State of Florida. Venue of all disputes shall be properly placed in Seminole County, Florida. The parties agree that the Agreement was consummated in Seminole County, and the site of the Event is Seminole County. If any dispute concerning this Agreement arises under Federal law, the venue will be Orlando, Florida. Any objections to jurisdiction and venue are expressly waived.

6.8 Attorney's Fees. In the event any litigation or controversy arises out of or in connection with this Agreement and the parties hereto, each party shall bear their own costs and attorney's fees.

6.9 Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein.

6.10 Notices. Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepared, 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 (or to such other person or at such other addresses, of which any party hereto shall have given written notice as provided herein):

TO THE CITY:
Attn: City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708-2799
(407) 327-5957 (phone)
(407) 327-6686 (facsimile)

TO ROTARY CLUB OF WINTER SPRINGS, INC.:
Attn: President, Rotary Club of Winter Springs
Rotary Club of Winter Springs, Inc.
P.O. Box 195235
Winter Springs, Florida 32719-2235
Phone: _____
Email: _____

6.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be original; but such counterparts shall together constitute but one and the same instrument.

6.12 Public Records. In accordance with Chapter 119, Florida Statutes, Participant agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Participant agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Participant also agrees to provide the public with access to public records on

the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. Participant shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Participant shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Participant upon termination of this Agreement and destroy any duplicate records which are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Participant does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Participant fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes, due to Participant's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Participant prevailing party attorney's fees and costs, and any damages incurred by the City for enforcing this Paragraph against Participant. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Participant's failure to comply with the provisions of this Paragraph. **IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-5999, cgowan@winterspringsfl.org or cityclerkdepartment@winterspringsfl.org, 1126 East State Road 434, Winter Springs, Florida, 32708.**

This Paragraph shall survive the termination of this Agreement.

6.13 Interpretation. Both the City and the Participant have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

6.14 No Joint Venture. This Agreement shall not in any way be deemed to create a joint venture or principal-agent relationship between Participant and the City.

6.15 No City Representations and Warranties; Success of Special Event. Participant agrees and acknowledges that the City has made no representations and warranties regarding the Special Event. Participant has assumed full responsibility for furnishing, performing, and completing its obligations for the Special Event and that Participant agrees and acknowledges the City has in no way guaranteed that the Special Event will be successful by any person's standard and belief of success.

7.0 Entire Agreement. This Agreement states the entire understanding and integrated agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Contractor recognizes that any representations, statements, or negotiations made by City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing and signed by an authorized City representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8.0 Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Participant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00), regardless of the number or nature of claims in tort, equity, or contract. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

9.0 Indemnification and Hold Harmless. For all activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Participant , Participant agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), which directly or indirectly arises out of, or results from any act or failure to act of Participant or any person authorized by Participant to participate in the Event which in any way is related to Participant 's obligations under this Agreement, and/or the services and activities provided and performed by Participant under this Agreement.

The indemnification provided above shall obligate Participant to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims and liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may arise or result from this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification shall not apply to the extent that any claim, loss, damage, liability, or expense is caused by the sole negligence or willful misconduct of the City, its officers, employees, or attorneys.

This section shall survive termination of this Agreement.

10.0 Standard of Care. In performing its activities and services hereunder, Participant will use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality. Participant shall protect the public and property from any safety hazards directly or indirectly resulting from the Event.

11.0 Termination. By providing written notice to the Participant, the City shall have the right to cancel the Special Event and terminate this Agreement at any time, without penalty.

12.0 Term. The term of this Agreement shall commence upon full execution of the Agreement by the parties hereto and shall continue for three (3) years, unless otherwise terminated. The parties shall have the option to renew this Agreement for two (2) additional one (1) year terms under the same terms and conditions herein or different terms mutually agreed to in writing by the parties.

13.0 Participant's Signatory. The undersigned person executing this Agreement on behalf of the Participant hereby represents and warrants that they have the full authority to sign this Agreement for Participant and to fully bind Participant to the terms and conditions set forth herein.

14.0 Trafficking. As a condition of this Agreement, the Participant shall attest under penalty of perjury that the Participant does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Participant understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

A. "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

B. "Labor" means that work of economic or financial value.

C. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Participant understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

CITY OF WINTER SPRINGS	**ROTARY CLUB OF WINTER SPRINGS, INC.**
_____	_____
Kevin Sweet	Print: _____
City Manager	President
Date: _____	Date: _____

CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Surplus Assets

SUMMARY

The attached surplus asset list details fixed assets that are no longer functional or needed and will be disposed of according to the City Fixed Asset Procedure.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission authorize the disposition of surplus assets according to the attached disposition sheet.

Comission Date	Surplus Assets	Methods of Disposal	
8/11/2025		1 - Auction/Sale	6 - Totaled/Accident
		2 - eWaste	7 - Lost
		3 - Destroy	8 - Stolen
		4 - Salvage	9 - Donated
		5 - Trade-in	10 - Transfer

Department	Description	Asset #	Acquisition Date	Original Cost	Method of Disposal
Police Dept	TASER X2	302372	2/20/2017	$ 1,206.04	4
Police Dept	TASER CLASS III, X2	302149	10/16/2015	$ 1,483.51	4
Police Dept	TASER CLASS III, X2	302147	10/16/2015	$ 1,483.51	4
Police Dept	TASER CLASS III, X2	302156	10/16/2015	$ 1,483.45	4
Police Dept	TASER CLASS III, X2	302148	10/16/2015	$ 1,483.51	4
Police Dept	TASER X2	302181	1/22/2016	$ 1,029.95	4
Police Dept	TASER X2	302188	1/22/2016	$ 1,029.95	4
Police Dept	TASER X2	302187	1/22/2016	$ 1,029.95	4
Police Dept	TASER X2	302182	1/22/2016	$ 1,029.95	4
Police Dept	TASER X2	302184	1/22/2016	$ 1,029.95	4
Police Dept	TASER X2	302183	1/22/2016	$ 1,029.95	4
Police Dept	TASER X2	302185	1/22/2016	$ 1,029.95	4
Police Dept	TASER X2	302189	1/22/2016	$ 1,029.95	4
Police Dept	TASER X2	302186	1/22/2016	$ 1,029.95	4
Police Dept	TASER X2	302237	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302238	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302239	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302240	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302241	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302242	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302243	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302244	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302245	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302246	12/12/2016	$ 1,190.56	4
Police Dept	TASER X2	302226	12/12/2016	$ 1,331.00	4
Police Dept	TASER X2	302228	12/12/2016	$ 1,331.05	4
Police Dept	TASER X2	302229	12/12/2016	$ 1,331.05	4
Police Dept	TASER X2	302230	12/12/2016	$ 1,331.05	4
Police Dept	TASER X2	302231	12/12/2016	$ 1,331.05	4
Police Dept	TASER X2	302232	12/12/2016	$ 1,331.05	4
Police Dept	TASER X2	302233	12/12/2016	$ 1,331.05	4
Police Dept	TASER X2	302234	12/12/2016	$ 1,331.05	4
Police Dept	TASER X2	302235	12/12/2016	$ 1,331.05	4
Police Dept	TASER X2	302260	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302264	2/20/2017	$ 1,206.00	4
Police Dept	TASER X2	302261	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302257	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302250	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302258	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302256	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302263	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302255	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302252	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302259	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302251	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302254	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302253	2/20/2017	$ 1,206.04	4
Police Dept	TASER X2	302375	12/12/2016	$ 1,331.05	4
Police Dept	TASER CLASS III, X2	302373	10/16/2015	$ 1,483.51	4
Police Dept	TASER CLASS III, X2	302374	10/16/2015	$ 1,483.51	4
Police Dept	TASER X2	302377	8/14/2020	$ 1,343.00	4
Police Dept	TASER X2	302370	8/14/2020	$ 1,343.00	4
Police Dept	SWAT Ballistic Vest Panel Set	303826	9/29/2017	$ 1,454.60	4
Police Dept	SWAT Ballistic Vest Panel Set	303827	9/29/2017	$ 1,454.60	4
Police Dept	SWAT Ballistic Vest Panel Set	303828	9/29/2017	$ 1,454.60	4
Police Dept	SWAT Ballistic Vest Panel Set	303829	9/29/2017	$ 1,454.60	4
Police Dept	SWAT Ballistic Vest Panel Set	303830	9/29/2017	$ 1,454.60	4
Police Dept	Flash upgrades for radios	303578	9/26/2014	$ 15,000.00	2
Police Dept	CMT ADVANTAGE SOFTWARE UPGRADES	303662	6/19/2015	$ 1,635.52	2

CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Approval of the Minutes from the Monday, June 18, 2025 City Commission Workshop

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission review and approve the Monday, June 18, 2025 City Commission Workshop minutes as presented.

CITY COMMISSION
WORKSHOP MINUTES

UNAPPROVED

WEDNESDAY, JUNE 18, 2025 AT 9:30 AM

CITY HALL – COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER
Mayor Kevin McCann called the Workshop of Wednesday, June 18, 2025, of the City Commission to order at 9:33 a.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:
Mayor Kevin McCann, present
Deputy Mayor Cade Resnick, present
Commissioner Paul Diaz, absent
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin A. Sweet, present
City Attorney Anthony Garganese, present[1]
Assistant City Clerk Tristin Tarrant, present

A moment of silence was held, followed by the Pledge of Allegiance.

DISCUSSION ITEMS
1. Utilities Infrastructure Program Overview

Mr. Clete Saunier, Director, Utilities Department, introduced himself, Ms. Julia Felter from Kimley-Horn and Associates, Mr. Scott Richards and Ms. Meera McKie from Carollo Engineering, and Mr. Erik Anderson from Wharton-Smith, Construction Manager At-Risk (CMAR). Mr. Saunier reviewed the meeting goals and agenda of the workshop.

Ms. Juila Felter presented the first of two presentations highlighting the current Fiscal Year 2025 Active Projects, the prioritized Project list for Potable, Waste, and Reclaimed Water and the proposed five-year Capital Improvement Plan budgeted projects within the "Utility CIP Presentation". Discussion ensued on the presented fiscal year timeline, the duration of the projects, and the cost of prioritized projects. Staff and the City Manager explained to the Commission that the total cost would be stretched over the stated years and that the studies and plans are a look ahead to the future after questions arose. Staff gave further clarification on specific projects in relation to the work being done, updates the city will see, and reprioritization of projects if state appropriations were received.

In response to inquiries from the Commission, Mr. Scott Richards and Ms. Meera McKie, Carollo Engineering, 200 E Robinson St., Orlando, FL responded regarding water quality and increasing drinking water standards for the city. Ms. McKie gave a review of the levels within the "Consumer Confidence Report" and noted the sampled results were within established limits. Further discussion on additional improvements, possible advance treatments, and understanding the regulations for contaminants ensued.

Discussion shifted to the "5-Year Capital Improvement Plan Budget Breakdown" and funding impacts. Mr. Saunier explained the projects listed were a snapshot of overall needs staff wanted to bring to the attention of the Commission.

Ms. Felter responded to questions by Deputy Mayor Resnick and gave clarification on the "Wastewater Prioritized Project List" in relation to the lift station upgrades. Based on the wastewater master plan specific lift stations are called out to be updated but other upgrades would be done as priority and needs arise.

[1] ***Noted for the record; City Attorney Garganese arrived at 10:11 am.***

UNAPPROVED

Discussion transitioned to the "Reclaimed Prioritized Project List" with questions on projects improving the city's compliance with the Consumptive Use Permit (CUP), the CUP renewal process and the Lake Jesup Augmentation Plant. In response, Mr. Richards reviewed the main purpose of the Lake Jesup Augmentation Plant related to reclaimed water provision and noted the demand was greatest in the dry season. Questions arose about the Parkstone "Artesian Well" and the city utilizing that water source. Mr. Richards answered, communicating the difficulty would be in trying to capture the water as well as the required treatment to use the water is too vast for the value. Mayor McCann provided and entered into the record documents related to data collection, studies, and legal action for the Parkstone "Well" from 2021-2022. Suggestions by several commissioners were given on potential ways to capture the water from the Parkstone "well" and relay to the Augmentation Plant. Further discussion ensued on the technical work required for the Augmentation Plant and how the current infrastructure works.

Mr. Saunier opened and turned over to Mr. Richards with Carollo to present the second "WRF (Wastewater Reclamation Facilities) presentation" regarding the Wastewater plants. Mr. Richards gave background on the existing facilities and an update on the design, funding, and construction. *Mr. Erik Anderson, Wharton-Smith, 750 Monroe Road Sandford, FL,* presented the Guaranteed Maximum Price (GMP), gave an overview of the State Revolving Fund (SRF) deliverable estimates, and gave a review of the current and future scheduling for both the East and West WRF.

Discussion ensued on total cost for both plants and the efforts for "cost reduction and improvement of efficiency". Mr. Richards responded that several aspects could affect the total cost, and the range presented is the best currently but noted staff were still actively meeting to see if processes could be optimized to lower costs. It was relayed that the SRF process would control when the city could start purchasing materials and additional grants were being pursued. Further conversation ensued regarding maintenance, long-term budgeting, and additional equipment purchases such as a second mobile dewatering unit.

PUBLIC INPUT
Mayor McCann opened Public Input.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs thanked the city for holding the workshop and gave feedback regarding new digital water meters relaying his experience. Additionally, Mr. Gallo gave his understanding of the Parkstone Artesian Well and permits related to water usage.

Mayor McCann closed Public Input.

ADJOURNMENT
Mayor McCann adjourned the meeting at 11:54 a.m.

RESPECTFULLY SUBMITTED:

_____
TRISTIN TARRANT
ASSISTANT CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the *August 11, 2025* City Commission Regular Meeting.

UNAPPROVED

CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Approval of the Minutes from the Monday, July 14, 2025 City Commission Budget Workshop

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission review and approve the Monday, July 14, 2025 City Commission Budget Workshop minutes as presented.

CITY COMMISSION
WORKSHOP
MINUTES

UNAPPROVED

MONDAY, JULY 14, 2024 AT 4:30 PM

CITY HALL - COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER
Mayor Kevin McCann called the City Commission Workshop of Monday, July 14, 2025 to order at 4:32 PM in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:
Mayor Kevin McCann, present
Deputy Mayor Cade Resnick, present
Commissioner Paul Diaz, present
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin Sweet, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Also present:
Mr. Brian Dunigan, Director, Administrative Services and Operations Department
Ms. Holly Queen, Director, Finance Department
Ms. Terrilyn Rolle, Director, Community Development Department
Mr. Clete Saunier, Director, Public Works & Utilities Department
Chief Matthew Tracht, Winter Springs Police Department

A moment of silence was held followed by the Pledge of Allegiance.

There were no changes made to the agenda.

DISCUSSION ITEMS
1) Fiscal Year 2026 Budget Overview and Discussion

Manager Kevin Sweet reviewed the proposed overall budget revenues with no proposed change to the operating millage rate, proposed to remain at 2.6200 mills, and noted this budget aimed at maintaining current service delivery levels. Manager Sweet spoke briefly about the drivers of revenue increase, reviewed funds, and noted ongoing efforts to assess vacancies and reevaluate or realign job duties to offset costs. Finally, Manager Sweet noted that all three policies used as part of the General Fund Fiscal Policy Test were being satisfied for FY 2026.

Chief Tracht discussed increasing costs and efforts to retain officers in a competitive environment. Mr. Saunier discussed the proposed addition of an assistant director and a regulatory compliance position to reduce reliance on consultants, the planned return to lift station maintenance and operation, and plans to create a Pavement Management Plan, Sidewalk Maintenance Plan, a Five-Year Equipment Replacement Plan, and a CIP Dashboard. Finally, Mr. Dunigan discussed his departments and noted voluntary separation statistics, insurance premium increases, consolidation of costs in the IT funds rather than spread throughout departments, subscriptions, and planned AI website integration. Mr. Dunigan further noted plans for the parks including a lacrosse wall that would be funded through parks impact fees and noted a consolidated rate study was underway relative to the city's three assessment districts.

Mayor McCann noted the city's millage rate as compared to other municipalities in the Central Florida area[1] and noted it was among the lowest. Commissioner Caruso asked about the number of lift stations in need of generators and priorities in park funding. Commissioner Bruce asked for

[1] Document provided by Mayor McCann is included at the end of these minutes.

UNAPPROVED

clarification on parks impacts fees and “other government funds.” Deputy Mayor Resnick asked about the implementation of the Central Winds Park Master Plan and noted the potential need for a workshop to provide direction, noted a request to assess the pension plan to determine competitiveness, and asked about the Hawk’s Reserve Assessment District and its funding.

Manager Sweet noted that the city’s actuary had been engaged to evaluate the pension plan, and results would be brought forward for discussion when completed. Manager Sweet and Mr. Dunigan further noted issues with the wall at Hawk’s Reserve and noted a community meeting was planned to discuss the difficulties and options going forward. Finally, Manager Sweet discussed further the ongoing restructuring of the organization and the inclusion in this proposed budget of funds to complete a Facilities Capital Plan to allow for planning related to public facilities.

Commissioner Diaz discussed concerns about the tax burden of residents not captured in the millage rate, noted the proposed rate was still a tax increase, and suggested removal of several items from the budget including the UCF Incubator, funding for elected officials to attend Leadership Seminole, and funding for the Communications Department. It was suggested that these ideas for cuts be written down and shared with the Manager and Commission for consideration.

PUBLIC INPUT
Mayor McCann opened Public Input.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs thanked staff for the informative presentation and discussion and discussed a previous pension study from May 2024.

Ms. Gina Shafer, Winter Springs Village, Winter Springs asked about Wetlands Park and reclaimed water extension for Winter Springs Village.

Manager Sweet noted these projects were ongoing and included in the budget. He noted a state appropriation had been awarded for a portion of the reclaimed water connection and explained the city was seeking further cost-sharing agreements with St. Johns River Water Management District and the Florida Department of Environmental Protection.

Mayor McCann closed Public Input

ADJOURNMENT

Mayor McCann adjourned the meeting at 6:36 PM.

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA, CMC
CITY CLERK

APPROVED:

_____
MAYOR KEVIN MCCANN

NOTE: These Minutes were approved at the _____, 2025 City Commission Regular Meeting.

UNAPPROVED

7 MODICITALITYS

07/14/2025
Workshop Mtg

Received
10-01-2024
Department Of Revenue
PROPERTY TAX OVERSIGHT

SEMINOLE COUNTY PROPERTY APPRAISER

DAVID JOHNSON, CFA

FINAL 2024 MILLAGE RATES

Fiscal Year 2024-25

Taxing Authority	Taxing Authority Code		Parcel Count	County			School		City		WMD	Total
	Real Prop NAL	Tangible NAP		Operating	MSTU Fire	MSTU Road	Required Local	Discretionary	Operating	Voted Debt	St Johns	
Seminole County Unincorporated	01,02	98	94,396	4.8751	2.7649	0.1107	3.0310	2.2480	-	-	0.1793	13.2090
Agriculture - Real Property	G1	-	996	4.8751	NA	NA	3.0310	2.2480	-	-	0.1793	10.3334
Agriculture - TPP	-	92	83	4.8751	NA	0.1107	3.0310	2.2480	-	-	0.1793	10.4441
Altamonte Springs	A1	90	16,782	4.8751	2.7649	-	3.0310	2.2480	4.0000	-	0.1793	17.0983
Casselberry	C1,C2	91	11,296	4.8751	2.7649	-	3.0310	2.2480	2.9000	0.6633	0.1793	16.6616
Lake Mary	M1	94	8,293	4.8751	-	-	3.0310	2.2480	3.5895	-	0.1793	13.9229
Longwood	L1	93	7,522	4.8751	-	-	3.0310	2.2480	5.5000	-	0.1793	15.8334
Oviedo	V1,V2,V3,V5	96	15,380	4.8751	-	-	3.0310	2.2480	5.9540	0.1210	0.1793	16.4084
Sanford	S1,S3	95	24,173	4.8751	-	-	3.0310	2.2480	7.3250	-	0.1793	17.6584
Winter Springs	W1,W2	97	15,123	4.8751	2.7649	-	3.0310	2.2480	2.6200	-	0.1793	15.7183

Prior Year Millage Rates

Taxing Authority	2023	2022	2021	2020	2019	2018
Seminole County Unincorporated	13.3080	13.4081	13.7946	13.9134	14.1251	14.3199
Agriculture - Real Property	10.4324	10.6432	11.0297	11.1485	11.3602	11.5550
Agriculture - TPP	10.5431	10.6432	11.0297	11.1485	11.3602	11.5550
Altamonte Springs	16.2973	16.3974	16.7839	16.9027	17.1144	17.3092
Casselberry	16.8154	16.8417	16.9080	16.8017	17.0663	17.2611
Lake Mary	14.0219	14.1220	14.5085	14.6273	14.8390	15.0338
Longwood	15.9324	16.0325	16.4190	16.5378	16.7495	16.9443
Oviedo	15.9074	16.0075	16.2010	16.3198	16.5315	16.7263
Sanford	17.7574	17.8575	18.2440	18.3628	18.5745	18.7693
Winter Springs	15.6073	15.7074	16.0939	16.2127	16.4444	16.6892

Neil Combee
Polk County Property Appraiser

ADA Compliant
Revised 06/2025

2024 FINAL MILLAGE RATES

UNINCORPORATED RATES

TAX AREA	TAX CODE	COUNTY GEN FUND	SCHOOL (Total: 5.2960)		COUNTYWIDE MSTU (Total: 0.8212)			MSTU	WATER MANAGEMENT DISTRICTS				LAKE REGION LMD	LKLD MASS TRANSIT	TOTAL UNINCR MILLAGE RATE
			LOCAL	STATE	PARKS	LIBRARY	STORM	RNCH BNTO	SO FLA WMD	EVERG CONST PROJ	OKEE-CHOBEE	SW FLA WMD			
SOUTH FL WMD	30	6.6348	2.2480	3.0480	0.5286	0.1985	0.0941		0.0948	0.0327	0.1026				**12.9821**
SWFWMD	90	6.6348	2.2480	3.0480	0.5286	0.1985	0.0941					0.1909			**12.9429**
SWFWMD/LKLD MASS	91	6.6348	2.2480	3.0480	0.5286	0.1985	0.0941					0.1909		0.5000	**13.4429**
SWFWMD/Lake Region	92	6.6348	2.2480	3.0480	0.5286	0.1985	0.0941					0.1909	0.3486		**13.2915**
SWFWMD/Rancho Bonito	93	6.6348	2.2480	3.0480	0.5286	0.1985	0.0941	9.1272				0.1909			**22.0701**

CITY	MILLAGE CODE	CITY RATES			UNINCOR MILLAGE RATE (LESS MSTU)	TOTAL MILLAGE RATE
		OPERATING	SPECIAL DISTRICTS			
			LDDA			
Auburndale	90330	4.2515			12.1217	**16.3732**
Auburndale	92330	4.2515			12.4703	**16.7218**
Bartow	90310	6.1080			12.1217	**18.2297**
Bartow	91310	6.1080			12.6217	**18.7297**
Davenport	90430	7.2500			12.1217	**19.3717**
Dundee	90460	7.9000			12.1217	**20.0217**
Eagle Lake	90470	7.6516			12.1217	**19.7733**
Fort Meade	90210	8.5000			12.1217	**20.6217**
Frostproof	30220	6.5530			12.1609	**18.7139**
Frostproof	90220	6.5530			12.1217	**18.6747**
Haines City	30420	7.5895			12.1609	**19.7504**
Haines City	90420	7.5895			12.1217	**19.7112**
Highland Park	90340	9.9759			12.1217	**22.0976**
Hillcrest Heights	90350	0.7182			12.1217	**12.8399**
Lake Alfred	90440	6.7500			12.1217	**18.8717**
Lake Alfred	92440	6.7500			12.4703	**19.2203**
Lake Hamilton	90450	8.4276			12.1217	**20.5493**
Lake Wales	90320	7.0462			12.1217	**19.1679**
Lakeland	90510	5.4323			12.1217	**17.5540**
Lakeland	91510	5.4323			12.6217	**18.0540**
Lakeland	91511	5.4323	2.0000		12.6217	**20.0540**
Mulberry	90110	6.3900			12.1217	**18.5117**
Mulberry	91110	6.3900			12.6217	**19.0117**
Polk City	90520	5.2500			12.1217	**17.3717**
Winter Haven	90410	6.5900			12.1217	**18.7117**
Winter Haven	92410	6.5900			12.4703	**19.0603**

EXPLANATIONS

UNINCORPORATED:

1. School Total is the sum of the Local and State Millage Rates.

2. MSTU Total is the sum of the Parks, Library and Storm Millage Rates.

CITY:

1. Millage Code is a combination of the unincorporated tax code (first two digits), the city code (digits three and four) and the special district code (last digit). Zero indicates no special district.

2. Unincor Millage Rate is the total unincorporated millage rate for the corresponding millage code, minus the MSTU total. Polk County properties that reside within city limits do not pay MSTU tax.

HILLCREST HIGHTS POPULATION 243 0.7 SQ.M. CITY .72
NO POLICE / UTILITIES

Printed: 10/08/2024

MARION COUNTY TAXING AUTHORITIES

2023 FINAL MILLAGE RATES

TAXING AUTHORITY INFORMATION		LEVY	1001	1002	1003	1004	1005	2001	3002	4001	5002	5072	6001	6701	7011	8002	9001	9002
DIST. #	COUNTY																	
010	GENERAL	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500	3.3500
020	FINE & FORFEITURE*	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300	0.8300
030	TRANSPORTATION	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
060	HEALTH*	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100	0.1100
	TOTAL:	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900	4.2900
	SCHOOL																	
070	STATE REQUIRED LOCAL EFFORT	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910	3.1910
090	DISCRETIONARY OPERATING	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480
095	CAPITAL OUTLAY	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000
	ADD'L VOTED MILLAGE	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
	TOTAL:	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390	6.4390
	WATER MGMT DISTRICTS																	
110	SWFWMD (Southwest FL)	0.2043					0.2043		0.2043		0.2043	0.2043				0.2043		0.2043
140	SJRWMD (St. Johns River)	0.1793	0.1793	0.1793	0.1793	0.1793		0.1793		0.1793			0.1793	0.1793	0.1793		0.1793	
	TOTAL:		0.1793	0.1793	0.1793	0.1793	0.2043	0.1793	0.2043	0.1793	0.2043	0.2043	0.1793	0.1793	0.1793	0.2043	0.1793	0.2043
	MUNCIPALITIES																	
160	OCALA	6.6177	6.6177	6.6177	6.6177	6.6177	6.6177											
170	DTDD-A	1.7185		1.7185														
180	DTDD-B	1.6332			1.6332													
190	DTDD-C	1.4699				1.4699												
200	BELLEVIEW	5.0000						5.0000										
210	DUNNELLON	5.6933							5.6933									
220	MCINTOSH	2.1187								2.1187								
240	REDDICK (Does Not Levy)	0.0000											0.0000					
	TOTAL:		6.6177	8.3362	8.2509	8.0876	6.6177	5.0000	5.6933	2.1187	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	COUNTY MSTU																	
230	R-L-EST	1.2500									1.2500							
231	R-L-MSTU	0.8500									0.8500							
290	MARION OAKS-MSTU	1.0200														1.0200		
320	MSTU LAW*	3.7200									3.7200	3.7200	3.7200	3.7200	3.7200	3.7200	3.7200	3.7200
330	MSTU - EMS	1.1100						1.1100	1.1100		1.1100	1.1100	1.1100	1.1100	1.1100	1.1100	1.1100	1.1100
350	MUN SSS	3.0000													3.0000			
370	HILLS OF OCALA	0.1800										0.1800						
	TOTAL:		0.0000	0.0000	0.0000	0.0000	0.0000	1.1100	1.1100	0.0000	6.9300	5.0100	4.8300	4.8300	7.8300	5.8500	4.8300	4.8300
	TOTAL LEVY:		17.5260	19.2445	19.1592	18.9959	17.5510	17.0183	17.7366	13.0270	17.8633	15.9433	15.7383	15.7383	18.7383	16.7833	15.7383	15.7633
			1001	1002	1003	1004	1005	2001	3002	4001	5002	5072	6001	6701	7011	8002	9001	9002
			OCALA	OCALA-A	OCALA-B	OCALA-C	OCALA-W	BELLEVIEW	DUNNELLON	MCINTOSH	R-L-E	HILLS	REDDICK	VILLAGES	SSS-S	OAKS	SJRWMD	SWFWMD

MCINTOSH POPULATION 463 .71 SQ. MILES CITY MIL 2.12 NO POLICE/UTILITIES

BREVARD — 16 INCORPERATED MUNICIPALITIES

BREVARD COUNTY
2024 Final MILLAGE RATES

		1800			23D0	23E0			25D0				2400		2600								53K0																			
		1000	12D0	1300	13D0	13E0	1400	14A0	14D0	15D0	16D0	1900	2100	2200	2300	2500	26D0	26G0	26H0	2700	2800	2900	3400	43K0 34K0	34L0	54U0 34U0	52V0 34V0	34X0	34Z0	4100	41M0	51P0 41P0	420Y 4200	52P0 42P0	430Y 4300	43J0	4700	4800	51K0	51R0	5300	54S0
COUNTY COMMISSION:																																									
GENERAL FUND		2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207	2.9207
BREVARD LIBRARY DISTRICT		0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306	0.3306
BREVARD MOSQUITO CONTROL		0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367	0.1367
FIRE CONTROL MSTU		0.4929		0.4929			0.4929					0.4929	0.4929	0.4929	0.4929	0.4929					0.4929	0.4929	0.4929		0.4929		0.4929			0.4929			0.4929		0.4929						
REC DIST 1 MSTU INCL TITUSVILLE				0.4281			0.4281	0.4281	0.4281			0.4281	0.4281											0.4929		0.4929				0.4929												
RECREATION DISTRICT 4 - MAINT.		0.5036	0.5036		0.5036	0.5036									0.5036																										
TI-CO AIRPORT AUTHORITY		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000															0.5036						
LAW ENFORCEMENT MSTU		0.8699		0.8699			0.8699					0.8699	0.8699	0.8699	0.8699	0.8699															0.8699	0.8699			0.0000						
ROAD & BRIDGE DISTRICT 1 MSTU		0.4980	0.4980	0.4980			0.4980				0.498	0.4980									0.8699	0.8699	0.8699		0.8699				0.8699	0.8699			0.8699		0.8699	0.8699	0.8699	0.8699			0.8699	
ROAD & BRIDGE DISTRICT 2 MSTU													0.1687	0.1687	0.1687	0.1687				0.1687	0.1687	0.1687	0.1687																		
ROAD & BRIDGE DISTRICT 3 MSTU																							0.1901																			
ROAD & BRIDGE DISTRICT 4 MSTU																																0.2212		0.2212		0.2212					
ROAD & BRIDGE DISTRICT 5 MSTU																																								0.2938	
RD & BRIDGE DIS 4 MSTU N BEACH																														0.1866											
M I REC DISTRICT 2 MSTU 2001-2020														0.2326							0.2326																			
S BREVARD REC DIST 2001-2020																						0.2178	0.2178	0.2178	0.2178	0.2178	0.2178	0.2178		0.2178	0.2178	0.2178	0.2178	0.2178		0.2178		0.2178	0.2178	0.2178	0.2178	0.2178
ROAD & BRIDGE DIST 4 MSTU MISL																																						0.0984			
PORT ST JOHN/CANV GRV REC MSTU 95-2014												0.2682																													
ENV END LAND & WTR AREAS LTD 05-2024		0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467	0.0467
ENV END LAND & WTR AREAS (DBTP) 05-2024		0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078	0.0078
N BREV REC DIST 1/TITUS (DBTP) 01-2020				0.2034				0.2034																																	
N BREV REC DIST 1/TITUS 01-2020				0.1657				0.1657																																	
S BREVARD REC DIST (DBTP) 2001-2020																						0.0328	0.0328	0.0328	0.0328	0.0328	0.0328	0.0328		0.0328	0.0328	0.0328	0.0328	0.0328		0.0328		0.0328	0.0328	0.0328	0.0328	0.0328
M I REC DIST 2 MSTU (DBTP) 2001-2020														0.0888							0.0888																				
BREVARD COUNTY PUBLIC SCHOOLS:																																									
BY STATE LAW		3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630	3.0630
BY LOCAL BOARD		0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480	0.7480
BPS VOTED TEACHER PAY		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
SCHOOL CAPITAL OUTLAY		1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000
INDEPENDENT SPECIAL DISTRICTS:																																									
FLA INLAND NAVIGATION DIST		0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288	0.0288
MERRITT ISLAND LIBRARY - MAINT.														0.0514							0.0514																				
SEBASTIAN INLET DISTRICT																						0.1628	0.1628	0.1628	0.1628	0.1628	0.1628	0.1628		0.1628	0.1628		0.1628					0.1628	0.1628	0.1628		
WATER MANAGEMENT DISTRICTS:																																						0.0514			
ST JOHNS RIVER WATER MGMT DIST		0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793
MUNICIPALITIES:																																									
CITY OF CAPE CANAVERAL	G																																								
TOWN OF GRANT-VALKARIA	L																3.2422																								
CITY OF COCOA	D		6.9532		6.9532				6.9532	6.9532	6.9532														1.3038																	
CITY OF COCOA BEACH	H															6.9532																									
TOWN OF INDIALANTIC	S																		6.1644																						
CITY INDIAN HBR BCH	P																																								
TOWN OF MALABAR	Z																																								6.9999
CITY OF MELBOURNE	K																											4.5000			5.5168		5.5168							
TOWN OF MELBOURNE BEACH	X																							6.8619													6.8619				
TOWN OF MELBOURNE VILLAGE	R																										4.7120														
CITY PALM BAY	U																																								
TOWN OF PALM SHORES	J																								7.8549														6.8500		
CITY OF ROCKLEDGE	E					5.3800																																			
CITY SATELLITE BEACH	M																													0.0000											
CITY TITUSVILLE	A						6.7753																						7.9812												
CITY OF WEST MELBOURNE	V																																								
TOTALS:		12.3260	17.9164	12.6196	17.4184	15.8452	12.2505	17.5341	17.3429	16.9148	17.4128	12.5187	11.9212	11.8659	11.9967	11.4931	16.9148	13.2038	16.1260	10.1303	11.8659	11.9065	11.9279	17.2369	13.0416	18.2299	1.8843 12.7522	15.0870	15.4943	11.7616	18.1934	15.7290	11.9590	15.8918	12.0492	11.7378	11.5456	11.7248	17.0741	17.7179	12.0316	17.3749

CAPE CANAVERAL population 9,000 2.2 SQ. MILES CITY MIL 3.24 YES POLICE
GRANT - VALKARIA " 4,500 27 " " " " 1.3 NO POLICE/UTILITIES
PALM SHORES " 1,200 .6 " " " " -0- " " "

Osceola County 2024 Final Millage Rates

2 CITIES

MILL CODE	DISTRICT	TXDT	COUNTY	EMS	SCHOOL	CITY/MSTU	WMD	2024 ADOPTED
100	ST CLOUD	SC	7.1626		5.3430	5.1128	0.2301	17.8485
200	KISSIMMEE	KS	7.1626		5.3430	4.6253	0.2301	17.3610
300	OSCEOLA COUNTY	CO	7.1626	1.0682	5.3430	0.0000	0.2301	13.8039
302	ANORADA	ANA	7.1626	1.0682	5.3430	2.7500	0.2301	16.5539
303	EMERALD LAKES	EMD	7.1626	1.0682	5.3430	0.4700	0.2301	14.2739
305	INTERCESSION CITY	INT	7.1626	1.0682	5.3430	0.3337	0.2301	14.1376
306	INDIAN RIDGE	IDR	7.1626	1.0682	5.3430	4.3355	0.2301	18.1394
307	INDIAN WELLS	INW	7.1626	1.0682	5.3430	4.3345	0.2301	18.1384
308	LIVE OAK SPRINGS	LVO	7.1626	1.0682	5.3430	0.2500	0.2301	14.0539
311	ORANGE VISTA	ORV	7.1626	1.0682	5.3430	1.1824	0.2301	14.9863
314	ST JOHN'S RIVER WMD	J	7.1626	1.0682	5.3430	0.0000	0.1793	13.7531
315	CFTOD	Z	7.1626		5.3430	13.0830	0.2301	25.8187
318	LINDFIELDS	LDF	7.1626	1.0682	5.3430	1.1486	0.2301	14.9525
323	ROYAL OAKS PH 2-5	RYR	7.1626	1.0682	5.3430	0.7775	0.2301	14.5814
334	SHADOW OAKS	SHA	7.1626	1.0682	5.3430	0.5060	0.2301	14.3099
335	WINDMILL POINT	WMP	7.1626	1.0682	5.3430	0.2000	0.2301	14.0039
337	RAINTREE PARK	RTP	7.1626	1.0682	5.3430	1.0000	0.2301	14.8039
339	WINDWARD CAY	WWC	7.1626	1.0682	5.3430	0.4800	0.2301	14.2839
340	KINGS CREST	KCR	7.1626	1.0682	5.3430	1.4870	0.2301	15.2909
341	INDIAN RIDGE VILLAS	IRV	7.1626	1.0682	5.3430	0.0000	0.2301	13.8039
342	WESTMINSTER GARDENS	WMG	7.1626	1.0682	5.3430	0.0000	0.2301	13.8039
344	WINNERS PARK	WIN	7.1626	1.0682	5.3430	2.1000	0.2301	15.9039
350	HAMMOCK POINT	HMP	7.1626	1.0682	5.3430	0.3000	0.2301	14.1039
352	QUAIL RIDGE	QRG	7.1626	1.0682	5.3430	1.0671	0.2301	14.8710
355	KISSIMMEE ISLES	KSI	7.1626	1.0682	5.3430	0.5155	0.2301	14.3194
361	REMINGTON	REM	7.1626	1.0682	5.3430	0.2700	0.2301	14.0739
363	ST JAMES'S PARK	STJ	7.1626	1.0682	5.3430	2.4466	0.2301	16.2505
369	HIDDEN HEIGHTS TRAIL	HHT	7.1626	1.0682	5.3430	0.0000	0.2301	13.8039
370	THE OAKS	OAK	7.1626	1.0682	5.3430	0.1025	0.2301	13.9064
395	BLACKSTONE LANDING PH 1	BSL	7.1626	1.0682	5.3430	0.9250	0.2301	14.7289
396	RES. AT PLEASANT HILL	RPH	7.1626	1.0682	5.3430	0.4650	0.2301	14.2689
408	BELLALAGO	BEL	7.1626	1.0682	5.3430	0.1249	0.2301	13.9288
431	ISLE OF BELLALAGO	ISB	7.1626	1.0682	5.3430	0.3810	0.2301	14.1849
435	HAMMOCK TRAILS	HAT	7.1626	1.0682	5.3430	0.8755	0.2301	14.6794

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County Millage:	Rates	School Millage:	Rates	SFWMD:	Rates	CFTOD:	Rates
General Fund:	6.7000	RLE:	3.0950	District:	0.0948	District:	8.9130
Library District:	0.3000	Disc:	0.7480	Okeechobee Basin:	0.1026	Debt:	4.1700
Save Osceola Operating:	0.0960	Capital:	1.5000	Everglades Const:	0.0327		
Save Osceola Debt:	0.0666						
Total:	7.1626	Total:	5.3430	Total:	0.2301	Total:	13.0830

11:39

Sumter County

4.8900

5 INCORPERATED MUNICIPA

Public Schools

5.0550

Water Board

0.1909

Total for County

10.1359

If your parcel is located within one of the following municipalities, you must add the mill rate as provided below to the County Millage above prior to calculating your taxes.

POPULATION

3,047

City of Bushnell

3.3061

City of Center Hill

4.1000

City of Coleman

3.0324

City of Webster

8.0000

City of Wildwood

2.8287

Select Language

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

2023 Property Tax Information
Itemized Millage Rates for the 2023 Tax Year

Millage Code	City or County Area	County		School		St. Johns River Water Management District	Florida Inland Navigation District	Hospital Operating	Special Taxing Districts				Municipalities		Total Millage	Millage Code
		Total Operating	Voter Approved Debt Service	Reqd. 3.1610 Disc. 0.7480 Cap Imp 1.5000					Fire Control District	Municipal Service Districts	Mosquito Control District	Ponce Inlet & Port Authority	Total Operating	Voter Approved Debt Service		
100	County - Westside	5.2708	0.4000		5.4090	0.1793	0.0288	0.9806	3.8412	1.6956					17.8053	100
200	County - Northeast	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878	3.8412	1.6956	0.1781	0.0692			17.8598	200
600	County - Southeast	5.2708	0.4000		5.4090	0.1793	0.0288	0.8162	3.8412	1.6956	0.1781	0.0692			17.8882	600
660	County - Silver Sands	5.2708	0.4000		5.4090	0.1793	0.0288	0.8162	3.8412	1.7073	0.1781	0.0692			17.8999	660
204	Daytona Beach	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878			0.1781	0.0692	5.4300	0.1749	17.9279	204
214	Daytona Beach	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878			0.1781	0.0692	6.4300 *	0.1749	18.9279	214
885	Daytona Beach	5.2708	0.4000		5.4090	0.1793	0.0288	0.9806				0.0692	5.4300	0.1749	17.9426	885
403	Daytona Beach Shores	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878			0.1781	0.0692	4.5880		16.9110	403
015	DeBary	5.2708	0.4000		5.4090	0.1793	0.0288	0.9806					2.9247		15.1932	015
012	DeLand	5.2708	0.4000		5.4090	0.1793	0.0288	0.9806					6.4841		18.7526	012
016	Deltona	5.2708	0.4000		5.4090	0.1793	0.0288	0.9806					7.3500		19.6185	016
604	Edgewater	5.2708	0.4000		5.4090	0.1793	0.0288	0.8162			0.1781	0.0692	6.3300	0.1692	18.8506	604
205	Flagler Beach	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878			0.1781	0.0692	5.4500		17.7730	205
203	Holly Hill	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878			0.1781	0.0692	5.9000		18.2230	203
013	Lake Helen	5.2708	0.4000		5.4090	0.1793	0.0288	0.9806					6.5000		18.7685	013
601	New Smyrna Beach	5.2708	0.4000		5.4090	0.1793	0.0288	0.8162			0.1781	0.0692	4.4150	0.2890	17.0554	601
603	Oak Hill	5.2708	0.4000		5.4090	0.1793	0.0288	0.8162	3.8412		0.1781	0.0692	5.6820		21.8746	603
014	Orange City	5.2708	0.4000		5.4090	0.1793	0.0288	0.9806					7.1209		19.3894	014
201	Ormond Beach	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878			0.1781	0.0692	3.9260	0.0800	16.3290	201
011	Pierson	5.2708	0.4000		5.4090	0.1793	0.0288	0.9806	3.8412				5.2439		21.3536	011
405	Ponce Inlet	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878			0.1781	0.0692	6.2779		18.6009	405
402	Port Orange	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878			0.1781	0.0692	4.9999	0.1885	17.5114	402
602	Port Orange	5.2708	0.4000		5.4090	0.1793	0.0288	0.8162			0.1781	0.0692	4.9999	0.1885	17.5398	602
401	South Daytona	5.2708	0.4000		5.4090	0.1793	0.0288	0.7878			0.1781	0.0692	7.7500		20.0730	401

*Includes 1.0000 mills for Daytona Beach Downtown Development Authority

DEBARY POPULATION 21,000 21.8 SQ M. CITY MILLAGE 2.92
ORMOND BCH " 43,000 35 SQ MILES " " 4,006

LAKE COUNTY 2024 FINAL MILLAGE RATES

	TAXING AUTHORITIES		0001	0002/CG02 SP02	0003/BC03 GH03	0004	0005/AV05 PA05/WC05	0006/MP06	WW03	DI02	GG05/GL05	IT02	F001
1	Lake County BCC General Fund		5.0364	5.0364	5.0364	5.0364	5.0364	5.0364	5.0364	5.0364	5.0364	5.0364	5.0364
37	Lake County MSTU Stormwater		0.4957	0.4957	0.4957	0.4957	0.4957	0.4957	0.4957	0.4957	0.4957	0.4957	0.4957
40	Lake County MSTU Fire		0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	0.4800	N/A
39	Lake County Voted Debt Service		0.0918	0.0918	0.0918	0.0918	0.0918	0.0918	0.0918	0.0918	0.0918	0.0918	0.0918
38	Lake County MSTU Ambulance		0.4629	0.4629	0.4629	0.4629	0.4629	0.4629	0.4629	0.4629	0.4629	0.4629	0.4629
42	Lake County MSTU Wellness Way								0.9170				
7	Lake County School Board (State)		3.1240	3.1240	3.1240	3.1240	3.1240	3.1240	3.1240	3.1240	3.1240	3.1240	3.1240
8	Lake County School Board (Local)		2.9980	2.9980	2.9980	2.9980	2.9980	2.9980	2.9980	2.9980	2.9980	2.9980	2.9980
	Total School		6.1220	6.1220	6.1220	6.1220	6.1220	6.1220	6.1220	6.1220	6.1220	6.1220	6.1220
9	Lake County Water Authority		0.2940	0.2940	0.2940	0.2940	0.2940	0.2940	0.2940	0.2940	0.2940	0.2940	0.2940
12	North Lake Hospital		0.4100	0.4100				0.4100		0.4100		0.4100	0.4100
36	Levied by SW FL Water Mgmt Dist					0.1909							
16	Levied by St Johns FL Water Mgmt Dist–District Funds		0.1793	0.1793	0.1793		0.1793	0.1793	0.1793	0.1793	0.1793	0.1793	0.1793
	TOTAL COUNTY MILLAGE		**13.5721**	**13.5721**	**13.1621**	**13.1737**	**13.1621**	**13.5721**	**14.0791**	**13.5721**	**13.1621**	**13.5721**	**13.0921**
	(Non School Millage)		***7.4501***	***7.4501***	***7.0401***	***7.0517***	***7.0401***	***7.4501***	***7.9571***	***7.4501***	***7.0401***	***7.4501***	***6.9701***
	(Senior Millage)		***6.5668***	***6.5668***	***6.5668***	***6.5668***	***6.5668***	***6.5668***	***6.5668***	***6.5668***	***6.5668***	***6.5668***	***6.0868***
	Cities:						***Non-School Mill***						
19	Astatula (000A)	**20.0764**		7.0000			*13.9544*						
20	Clermont (000C, 00C1, 0C1X)	**17.0664**			4.8800		*10.9444*						
20	Clermont (OP0C, WR0C, WW0C)	**17.9834**			4.8800		*11.8614*						
21	Eustis (000E, 00E1, 0E1X, HD0E)	**20.1774**		7.5810			*14.0554*						
24	Fruitland Park (000F, 00F1, 00F2)	**16.9898**	3.9134				*10.8678*						
24	Fruitland Park (VOFP)	**16.5098**	3.9134				*10.3878*						
25	Groveland (00GR, 0GR1, 0GR2, CSGR, CHGR, LEGR, **CBGR, CRGR, SSGR**)	**17.6864**			5.5000		*11.5644*						
26	Howey in the Hills (000H)	**20.5764**		7.5000			*14.4544*						
28	Lady Lake (00LL, HOLL)	**16.7274**	3.6510				*10.6054*						
28	Lady Lake (F0LL, FVCD)	**16.2474**	3.6510				*10.1254*						
27	Leesburg (000L, 00L1, 00L2, 0L2X, 00L3, AR0L, VOWL, LH0L, **330L**)	**16.0716**	3.4752				*9.9496*						
29	Mascotte (00MA, 0MA1, **LSMA**)	**17.4213**			4.7549		*11.2993*						
31	Minneola (00MI, 0MI1, 0MI2)	**17.7864**			5.6000		*11.6644*						
32	Montverde (00MV)	**15.4964**			2.8300		*9.3744*						
30	Mount Dora (00MD, 0MD1, 0MD2, 0MD3)	**18.8964**		6.3000			*12.7744*						
33	Tavares (000T, 00T1, 00T2, **CW0T**)	**19.5321**		6.7756			*13.4101*						
41	Tavares Debt Service (all Tavares Mills)			0.1601			*N/A*						
34	Umatilla (000U, 0U-6, 00U1)	**19.7053**		7.1089			*13.5833*						

Unincorporated Lake County, Astatula, Howey, Lady Lake (00LL, HOLL), Mascotte, Montverde, and Fruitland Park (000F, 00F1, 00F2) are subject to the Fire MSTU.

F0LL, FVCD, F001, and VOFP have their own Fire Services and do NOT receive the Fire MSTU.

Stormwater MSTU only applies to Unincorporated areas.

Wellness Way MSTU only applies to Unincorporated WW03 and Clermont OP0C, WW0C, & WR0C mill groups.

MONTVERDE TOTAL MILLAGE 15.15 CITY MILLAGE 2.83 POPULATION 1,700 1.7 SQ MILES NO POLICE

:Carey Baker, Lake County Property Appraiser

13 INCORPORATED MUNICIPALITIES

AMY MERCADO

ORANGE COUNTY
PROPERTY APPRAISER
2024 PROPOSED MILLAGE RATES

ORLANDO (ORL)	RATE
	6.6500
MILL CODE	TOTAL
7	19.1028
8	18.1028
13	19.1028
22	18.0183
25	18.0183
26	18.0183
27	18.0183
28	18.1028
36	18.0183
71	18.1028
77	19.1028
78	18.1028
88	18.2517
89	18.2517
90	19.0040
91	19.1641
92	19.1641
93	19.0040
94	18.4118
95	18.0183

WINTER PARK (WP)	RATE
	4.3130
MILL CODE	TOTAL
2	15.3910
4	15.3910
6	15.3910

WINTER GARDEN (WG)	RATE
	4.5000
MILL CODE	TOTAL
11	15.9528
63	15.9528
64	15.9528
65	15.9528

APOPKA (APK)	RATE
	4.8399
MILL CODE	TOTAL
5	16.2927
11	16.2927
65	16.2927

MAITLAND (MTL)	RATE
	5.2485
MILL CODE	TOTAL
6	16.3265

OCOEE (OCO)	RATE
	4.9500
MILL CODE	TOTAL
35	16.3183
65	16.4028

WINDERMERE (WND)	RATE
	3.7425
MILL CODE	TOTAL
35	15.1108
75	15.3636

OAKLAND (OAK)	RATE
	6.9000
MILL CODE	TOTAL
65	18.3528

EATONVILLE (EVL)	RATE
	7.2938
MILL CODE	TOTAL
11	18.7466
34	19.0196

BAY LAKE (BAY)	RATE
	1.8850
MILL CODE	TOTAL
70	27.1533

LAKE BUENA VISTA (LBV)	RATE
	1.9243
MILL CODE	TOTAL
35	13.2926
70	27.1926

BELLE ISLE (BI)	RATE
	4.4018
MILL CODE	TOTAL
10	15.7701
11	15.8546
20	16.4296

EDGEWOOD (EDG)	RATE
	5.2500
MILL CODE	TOTAL
11	16.7028
20	17.2778
83	19.7028
87	17.3573

UNINC. REEDY CREEK (RC)	RATE
	1.8043
MILL CODE	TOTAL
70	27.0726

UNINCORPORATED (ORG)	RATE
	4.4347
MILL CODE	TOTAL
10	16.0163
11	16.1008
12	17.3508
13	16.8649
14	16.9494
15	16.2717
16	16.3562
17	16.9621
18	18.0198
19	17.4266
20	16.6758
21	17.1712
23	16.6008
24	16.0163
29	16.0163
30	16.1008
31	17.4880
32	16.1008
33	16.1418
35	16.0163
37	16.1541
38	16.7208
39	18.1008
40	16.8602
41	18.6345
42	19.4831
43	18.8899
45	17.8605
47	17.1727
53	16.1179
54	16.1008
65	16.1008
66	16.6163
67	16.7008
68	16.8691
70	27.0726
75	16.2691
82	16.7553
83	19.1008
84	17.6039
85	17.0107
88	16.2497
89	16.2497
90	17.0020
92	17.1621
93	17.0020
94	16.4098

BAY LAKE POPULATION 29
LAKE BUENA VISTA " 25

Printed on 9/10/2024 at 11:30 AM

CONSENT AGENDA ITEM 306

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Approval of the Minutes from the Monday, July 14, 2025 City Commission Regular Meeting

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission review and approve the Monday, July 14, 2025 City Commission Regular Meeting minutes as presented.

CITY COMMISSION
REGULAR MEETING MINUTES

UNAPPROVED

MONDAY, JULY 14, 2025 AT 6:30 PM

CITY HALL – COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER
Mayor Kevin McCann called the Regular Meeting of Monday, July 14, 2025 of the City Commission to order at 6:56 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:
Mayor Kevin McCann, present
Deputy Mayor Cade Resnick, present
Commissioner Paul Diaz, present
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin Sweet, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Bob Melhorn led the invocation followed by the Pledge of Allegiance.

No changes were made to the agenda and the agenda was adopted.

AWARDS AND PRESENTATIONS

100) UCF Business Incubation Program Winter Springs Semi-Annual Update

Ms. Terrilyn Rolle, Director, Community Development Department introduced representatives from the UCF Business Incubator located in Winter Springs.

Mr. Rafael Camaano, Interim Director, Programs & Operations Innovation Districts & Incubation Program and Mr. Michael Weiss, Site Manager provided a Q1 update, highlighted programs offered and companies in the Incubator, and introduced Mr. Peter Travers, Founder and CEO of LifeBridge who spoke about his business and the benefit of the Incubator.

INFORMATIONAL AGENDA
200. Not Used

PUBLIC INPUT[1]
Mayor McCann opened Public Input.

Ms. Hailey Donahue, 884 Wakulla Lane, spoke about the importance of trees and habitat preservation.

Mr. Paul Partyka, 1693 Wingspan Way, Winter Springs spoke regarding Agenda Item 501, noted an objection memo prepared by the applicant's attorney which had been shared with the Mayor and Commission, and read some portions of this memo. Mr. Partyka further noted disappointment in the Mayor's actions following the previous vote on this matter.

Ms. Leah Weisman, 113 Brookshire Court, Winter Springs thanked the city for the inclusion of ADA improvements in the budget.

[1] Public Input received by email is available upon request to the City Clerk

UNAPPROVED

Ms. Linda Freeburn, 1604 Cougar Court, Winter Springs spoke about eliminating city funding for the Winter Springs UCF Incubator and in reference to Agenda Item 501 asked the Commission to reconsider their previous decision.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs discussed Item 501 and the arbor fees discussion, noted his comments made at the previous meeting, and was supportive of reviewing further information if available and acting accordingly.

Mr. Robert Miller, 679 Silver Creek Drive, Winter Springs spoke regarding Item 501 and read a statement which he provided for the record[2].

Mr. Coli Bailey, 217 Mockingbird Lane, Winter Springs spoke regarding Item 501 and thought the previous decision should be reconsidered.

Ms. Deborah Larson, 424 Michael Blake Boulevard, Winter Springs spoke in relation to Item 501 and noted she thought the developer should pay for tree removal.

Ms. Gina Shafer, Winter Springs Village, Winter Springs asked why Dream Finders paid an arbor fee if already paid and confusion about prepayment of an arbor fee.

Mr. Christian Sarna, 360 Michael Blake Boulevard, Winter Springs – representing Winter Springs Village HOA as Treasurer – discussed water and flooding issues requiring the purchase of flood insurance, issuance of exemptions, and the impact of further development.

Ms. Karen Meyer, 741 Andover Circle, Winter Springs asked about available documentation and supported further review.

Ms. Sharon Heaney, 732 Fanning Drive, Winter Springs discussed wildlife that she had seen near her house and impacts of development. She also asked why non-indigenous species were supplied as part of the annual tree giveaway.

Mr. Matt Benton, 414 Cedar Wood Court, Winter Springs asked why the Commission didn't listen to the City Attorney and staff at the time of the vote.

Ms. Adaire Fluno, 717 Barrington Circle, Winter Springs discussed the prevalence of wildlife in the community.

Mr. Keith Guglielmello, 731 N US 17-92, Longwood asked about recent rate increases related to water and stormwater.

Ms. Sheila Benton, 414 Cedar Wood Court discussed concerns related to ex-parte communications and rules of the commission. Ms. Benton asked the Commission to reconsider their vote related to the arbor fees.

Ms. Meredith Hoofnagle, 959 Ginnie Way, Winter Springs discussed water and mold issues that she was experiencing.

Mr. Jeff Crandall, 1239 Stone Harbour Road, Winter Springs spoke about trees and thought cost saving concerns were not heeded when the arbor fee was waived.

Mayor McCann closed Public Input.

[2] Documents provided by Mr. Miller are included at the end of these minutes.

UNAPPROVED

CONSENT AGENDA

300) Resolution 2025-09 Adopting the Seminole County Local Mitigation and Resiliency Strategy

No discussion.

301) Approval of Naming Rights Agreement for the Central Winds Pickleball Complex

In response to a request for clarification from Commissioner Bruce, Mr. Brian Dunigan, Director, Administrative Services and Operations (ASO) Department noted previous requests for proposals (RFPs) that had been issued related to naming of facilities which garnered no response and subsequently being contacted by AdventHealth with an expressed interest in the pickleball facility. Mr. Dunigan noted the work of Ms. Hannah Kirsch, Recreation and Events Manager, ASO Department in the process and thanked AdventHealth for their willingness to work with the city.

302) City Parks Sidewalk Improvements

No discussion.

303) Execution of the Subrecipient Agreement for the Public Works 280kw Generator Project under the Community Development Block Grant Disaster Recovery (CDBG-DR) Hazard Mitigation Grant Match Program (HMGMP).

No discussion.

304) Approval of the Minutes from the Monday, June 23, 2025 City Commission Regular Meeting

No discussion.

MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED. MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 4-1.

PUBLIC HEARINGS AGENDA

400) Second reading of Ordinance 2025-04, Small Scale Future Land Use Map Amendment of one (1) parcel of land located at 1333 N US HWY 17-92

Attorney Garganese read Ordinances 2025-04 and 2025-05 by title.

Mayor McCann opened the Joint Public Hearing for Items 400 & 401.
No one addressed the Commission.
Mayor McCann closed the Joint Public Hearing for Items 400 & 401.

"MOTION TO APPROVE ITEM 400 AS PRESENTED." [APPROVE AND ADOPT SECOND READING OF ORDINANCE 2025-04 FOR A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT TO ASSIGN THE COMMERCIAL FUTURE LAND USE TO PROPERTY GENERALLY LOCATED AT 1333 N US HWY 17-92.] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED 5-0.

401) Second reading of Ordinance 2025-05, to assign the General Commercial Zoning District to one (1) parcel of land located at 1333 N US HWY 17-92

"MOTION TO APPROVE ITEM 401 AS PRESENTED." [APPROVE AND ADOPT ORDINANCE 2025-05 TO ASSIGN THE GENERAL COMMERCIAL ZONING DISTRICT TO PROPERTY GENERALLY LOCATED

UNAPPROVED

AT 1333 N US HWY 17-92, AND APPROVAL OF THE RELATED DEVELOPMENT AGREEMENT." MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED 5-0.

402) First Reading of Ordinance 2025-12: Amending Chapter 2 of the City Code related to City Commission Rules & Procedures, and Addressing the Mayor & Commission

MOTION TO READ BY TITLE. MOTION BY DEPUTY MAYOR RESNICK. COMMISSIONER DIAZ OBJECTED.

Attorney Garganese read Ordinance 2025-12 in its entirety and noted this ordinance was prepared based on the suggestions of two commissioners at the previous meeting.

Commissioner Diaz noted he objected to the ordinance, referenced State v. City of St. Augustine, and noted that he thought it was an attempt to silence minority opinions.

Discussion followed on when New Business was originally added as a part of the agenda.

Attorney Garganese reviewed the Commissioner's ability to place an item on the agenda through the city manager prior to a meeting, or (2) through New Business, requesting an item be added by Commission direction based on a vote of the Commission.

Further discussion followed on the purpose of New Business and Commissioner Diaz maintained that he believed the ordinance was out of order.

Manager Sweet noted New Business was primarily for unanticipated items and thought it was among the least transparent ways to handle business. He noted that anticipated items should be placed on the agenda prior to the meeting.

"MOTION TO APPROVE ITEM 402 AS PRESENTED." MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER.

Mayor McCann opened the Public Hearing for Item 402.

Ms. Gina Shafer, Winter Springs Village, Winter Springs explained her understanding of New Business.

Ms. Leah Weisman, 113 Brookshire Court, Winter Springs noted she didn't think that this ordinance would be silencing anyone.

Commissioner Diaz again noted his objection to further consideration of Ordinance 2025-12 on the grounds that it is out of order citing the Charter and believed the ordinance was invalid and no action should be taken until this was ruled on.

Attorney Garganese noted that the City Charter Section 4.13 (b) stated the Commission could establish its own rules and that ordinances were a proper vehicle to adopt rules of the Commission.

Ms. Sheila Benton, 414 Cedar Wood Court, Winter Springs noted her concerns of a mother may I rule with the passing of this ordinance.

UNAPPROVED

Ms. Marie Cashion, 1529 Woodsglen Drive, Winter Springs noted she thought the ordinance was very clear and was supportive of adoption.

Ms. Meredith Hoofnagle, 959 Ginnie Way, Winter Springs suggested that the Commission do team building.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs noted he had no issue with the proposed changes and didn't think any argument against it made sense.

Mayor McCann closed the Public Hearing for Item 402.

Discussion followed to try and determine if there was an issue with the language as proposed, potentially related to a request for a vote on items under New Business.

Attorney Garganese clarified again the purpose of New Business and Reports and reiterated that any Commissioner had the right to add items to the agenda for timely consideration.

VOTE (ON THE MOTION TO APPROVE ITEM 402 AS PRESENTED): BAKER (AYE); BRUCE (AYE); CARUSO (NAY); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 3-2.

403) First Reading of Ordinance 2025-13 granting Duke Energy Florida, LLC Distribution Electric Service Line Easement on City owned real property legally described as Tract "D" of the HIGHLANDS, Section 5, as recorded in Plat Book 19, Page 45

MOTION TO READ BY TITLE ONLY. MOTION BY COMMISSIONER DIAZ. MOTION PASSED WITH UNANIMOUS CONSENT.

Attorney Garganese read Ordinance 2025-13 by title and provided brief background regarding a feeder hardening project related to this perpetual easement request and noted an ordinance was required by Charter as this was a conveyance of land.

"MOVE TO PASS AS READ." MOTION BY COMMISSIONER DIAZ. SECONDED BY COMMISSIONER BAKER. DISCUSSION.

Mayor McCann opened the Public Hearing for Item 403.
No one addressed the Commission.
Mayor McCann closed the Public Hearing for Item 403.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED: 5-0

500) Budget Overview and Proposed Operating Millage Rate for Fiscal Year 2025-2026

Ms. Holly Queen, Director, Finance Department introduced the item and noted that the proposed operating millage rate was 2.6200 mills, the Rolled Back Millage Rate was established at 2.4730 mills, and noted a Public Hearing for the Proposed Millage Rate and Tentative Budget was proposed to be held September 8, 2025.

"MOTION TO APPROVE ITEM 500 AS PRESENTED." [ADOPT RESOLUTION 2025-10 SETTING THE PROPOSED OPERATING MILLAGE RATE AT 2.6200 MILLS AND ESTABLISHING THE ROLLED BACK MILLAGE RATE AT 2.4730 MILLS. ADDITIONALLY, ESTABLISH THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING REGARDING THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET AS

UNAPPROVED

SEPTEMBER 8, 2025 AT 6:30 PM AT 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA.] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED 5-0.

501) Request to Reconsider June 23, 2025 Commission Decision related to Tree Mitigation Fees[3]

Mayor McCann noted this item was added at his request to discuss the topic in more detail than was previously discussed at the June 23, 2025 Commission Meeting and explained that he thought certain facts were not shared at that time.

Discussion followed on the ability of the Commission to reconsider the previous action that passed at the last meeting. Attorney Garganese noted that a decision was made related to the project and that this was a contract interpretation issue. He noted that the Commission could rescind the prior action previously approved by a majority of the Commission if a majority voted to do so.

The Commission allowed the Mayor to present information[4] and he noted that the Commission should have postponed the vote and not taken action at the last meeting.

Discussion followed on the preparedness of staff and the Commission related to the June 23rd item, missing or unclear information, potential misrepresentation or omission of facts, and concerns related to ex-parte communications.

Following further discussion, Manager Sweet noted that staff did not have the ability to waive fees which every applicant was interested in and he reviewed the process which staff and the City Attorney went through prior to the meeting.

Brief discussion followed on the Tree City USA designation held by the city.

MOTION TO RESCIND THE PREVIOUS VOTE OF THE PREVIOUS MEETING. MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER.

Mr. Paul Partyka, representative for the applicant, commented on the disorganization of the meeting, noted his discussions with commissioners, the City Attorney, and Mr. Brian Dunigan, Director, Administrative Services and Operations Department in the absence of Manager Sweet. Mr. Partyka noted he circulated the development agreements and stated that everything was approved at the Planning and Zoning Meeting with the development agreement still being discussed. Mr. Partyka further noted that he disagreed with the characterization of conflicts of interest, misinformation, or omissions and thought the vote made at the previous meeting should stand.

Following further discussion, Attorney Garganese again noted that if a majority was considering reconsidering the matter then it could come back with more documentation. Furthermore, he noted the applicant's plans were approved and the trees would be removed regardless, the only issue at hand was the money related to removal of trees.

Brief discussion on the burden of proof relative to this matter. Attorney Garganese noted that generally in quasi-judicial matters the burden of proof was on the applicant but cautioned that this may not apply for this matter as it was a matter of contract interpretation.

[3] An objection memo sent by the applicant is included at the end of these minutes.
[4] Documents provided by the Mayor and shown at this time are attached to the end of these minutes.

UNAPPROVED

The motion was amended as follows
MOTION TO BRING BACK FOR FURTHER DISCUSSION AND POSSIBLE RESCINDING OF PREVIOUS ACTION. MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER.

VOTE: BAKER (AYE); BRUCE (NAY); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 3-2.

MOTION TO ADJOURN WAS MADE BY COMMISSIONER DIAZ AND SECONDED BY COMMISSIONER BRUCE.

VOTE: BAKER (NAY); BRUCE (AYE); CARUSO (NAY); DIAZ (AYE); RESNICK (NAY)
MOTION FAILED 2-3.

502) Resolution 2025-11: Preserving the City's Status as a Municipal Corporation

Commissioner Caruso noted he had requested this item due to discourse on social media and elsewhere discussing the possibility of unincorporating as a city. Brief discussion followed on the potential inclusion of language related to the Winter Springs Police Department.

MOTION TO APPROVE. MOTION BY COMMISSIONER CARUSO. SECONDED BY DEPUTY MAYOR RESNICK. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 4-1.

503) Designation of Voting Delegate to 2025 Florida League of Cities Annual Conference

MOTION TO APPROVE ITEM 503 NAMING MAYOR MCCANN AS THE VOTING DELEGATE. MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 4-1.

504) New Business

Deputy Mayor Resnick asked about easements along waterways and the potential to create ordinance that allows this.

Attorney Garganese noted that he didn't think this would require an ordinance and Manager Sweet noted the ongoing Kimley-Horn study which he thought should be included in any discussions on this topic. Manager Sweet noted that there was a planned presentation in August with Kimley-Horn to come before the Commission.

Commissioner Bruce noted she wanted to discuss arbor mitigation credits and potentially change what is allowed via ordinance for the fees to be expended on. Commissioner Bruce suggested that rather than maintenance of trees in rights-of-way, these funds should be used to buy land and/or new trees. Commissioner Bruce further spoke on the need for a certified arborist, asked that only native plants be included in the annual tree giveaway, and discussed the possibility of including the Florida Department of Environmental Protection and/or St. Johns River Water Management District in the permitting process for tree removal.

Commissioner Baker noted the number of courts that were reserved by the vendor at the pickleball facility and asked if they could be released if not in use.

UNAPPROVED

REPORTS

600) City Manager Kevin Sweet

No report

601) City Attorney Anthony A. Garganese

No report

602) City Clerk Christian Gowan

No report.

603) Mayor Kevin McCann

Thanked city staff and the Winter Springs Police Department for their work with the Celebration of Freedom, July 4th event.

604) Seat One Commissioner Paul Diaz

No report.

605) Seat Two Commissioner Victoria Bruce

Noted her attendance at the Wawa Community Workshop and a lack of signage that made it difficult to find, asked about inclusion of picnic tables and electric vehicle chargers on the site. Noted invitation to discuss stormwater with Howell Creek Reserve HOA and a discussion about 417 sound walls near Saranac Drive. Finally, she reminded residents that Coffee with a Cop was coming up and a Public Hearing about the 417 expansion.

606) Seat Three Commissioner Sarah Baker

Noted her attendance at the Seminole County Parks Committee meeting and planned attendance at the State of our Schools event. Noted Celebration of Freedom was a good time and great opportunity for Commission to come together and engage the community.

607) Seat Four Commissioner Deputy Mayor Resnick

Noted ongoing calls from residents concerned about flooding and ongoing work on this issue. He thanked Senator Jason Brodeur, Representative David Smith, and Representative Rachel Plakon for assisting in getting state funding appropriated for the city. Finally, Deputy Mayor Resnick noted the late start of the fireworks show and thanked residents and staff for staying and participating. Finally, he noted his own discussion with Wawa representatives and the upcoming Coffee with a Cop.

608) Seat Five Commissioner Mark Caruso

Noted the height of the fireworks at the Celebration of Freedom event being lower than normal.

PUBLIC INPUT

Mayor McCann opened Public Input.

Ms. Gina Shafer, Winter Springs Village, Winter Springs suggested staff proofread commissioner's social media.

Mr. Paul Partyka, 1693 Wingspan Way, Winter Springs noted upcoming PBAS meeting, didn't think handling of the project (Item 501) was appropriate and noted the need to resolve the issues.

UNAPPROVED

Ms. Joan Jansen, 211 Cottonwood Drive, Winter Springs noted concerns with the conduct of Commission members, noted she was glad the tree mitigation fee was to be reconsidered and agreed that the Commission was bullied into making a decision.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs noted he appreciated the passion displayed and was in favor of the reconsideration discussed in Item 501.

Mayor McCann closed Public Input.

ADJOURNMENT
Mayor McCann adjourned the meeting at 10:59 p.m.

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA, CMC
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the _____*2025* City Commission Regular Meeting.

1

SUBJECT: Enuresis and Mr. Phillips WASCA Associates?

TO: Mayor: Kevin McCann
City Attorney: Anthony Garganese
City Commissioners: Baker, Bruce, Caruso, Diaz, and Reznick
City Manager: Kevin Sweet

July 17, 2025

Mr. Jesse Phillips screams his endless tirades are not his imagination, but his and WSCA's rendition of the truth. On Monday June 30, 2025, three of WSCA's recruited, vetted and endorsed City Commissioners, approved the illegal transfer of $270,000 of tax payers money to some past developer. These three Commissioners admitted Ex-Parte," meetings with this Developer, his attorney, and Ex-mayor Paul Partyka, who has also had a litany of past conflict of interest challenges while in office, so I'm enclosing a two page document dated January 22, 2011. From this its obvious Phillips and Greenberg's WSCA's agenda, among other matters today, are but an update of unstated conspiracies still unfolding around Winter Springs. Reading this document may cause many, including Phillips, Greenberg, and WSCA's disciples, to have enuresis.

Saying nothing about WSCA's three Commissioners who approved the illegal 270,000 dollar payment last month, Phillips spreads even more disinformation now. So enclosed too are Phillip's latest deceits: **"Sloppy Legal Work, political spin and no one held accountable?"** And his mendacious: "**Do you trust the current city leadership?**" The first is what media call kids with 'infantile tension problems,' while Phillips second, "The R**ecall of the City Mayor and City Attorney for cause,"** while not mentioning his three Commissioners who made it happen: is obviously an advanced case of enuresis.

In conclusion, this Commission needs to be careful concerning a Mayor and Attorney recall, when in fact it should probably be the five of you.

Robert Miller, Winter Springs

3 Enclosures

1. Martinez Letter read in Winter Springs on January 2, 2011
2. Phillips/Greenberg WSCA edict, "Sloppy Work." July 2025 announcement
3. Phillips/Greenberg WSCA recall demand for Mayor and Attorney

January 22, 2001

OUR CITY; A SPLENDOR IN CENTRAL SEMINOLE COUNTY

I'll start by passing on good news: The present score is the good guys two, Michael Jones & Paul P. Partyka and Michael Jones & Lein & Lenzini – 0 and I am not attempting to be facetious.

For some time now we have endured the personal insults, the published half truths, the false and injurious statements read into the record during public input by a group of obstructionists whose only apparent purpose is to derail and delay the efforts of this commission to fulfill the goals set for our great city.

In their rhetoric they charge that we are spending huge amounts of money (false and unsupported) irresponsibly. This includes monies spent in defending the City Charter and the right of citizens to set up an assessment district.

The Mayor who has aided and abetted the efforts of this group of people indirectly, vetoed the 99 budget because of excessive legal expenses while not being politically correct for it was his actions that precipitated the right of this commission to defend itself and the City Charter.

The Mayor vetoed the Commercial Parking ordinance after working with the Commission for six months and ultimately approving the final draft without objection.

The Mayor in order to make a profitable commission as a realtor whose license was only activated during the late stages of the Town Center codification and agreement sold land to a non for profit organization (501c3) in order for them to install a respite center in our city after being denied a permit in Sanford. This transaction sailed through without the slightest hint to the Commission that a city official was involved.

The Mayor never voted for or against the beautification assessment district and if one listens carefully to each and every tape recorded and dealing with that subject one will learn that there is subtle support for the People for Good Government and their representatives who filed the infamous law suit against the bond issue; necessary to proceed with the project.

The Mayor in his smooth and subtle ways supported the Pizza parlor to be opened on Winter Springs Boulevard; Tuskawilla's center piece, by bringing in his campaign manager and his other supporter to speak in support of the application while in a sort of way performing theatrics while chiding the commission.

Our Mayor then proceeds to call on the applicant to make a presentation. Usual procedure. However and instead of proceeding as usual, the applicant is asked leading questions by the Mayor in order to reinforce the position of the applicant and further allows and permits the applicant to make threats against person/s that could be performing background checks in order to learn if the subject is suitable to do business in our community.

The Mayor also permitted one of his friends to scald yours truly over a remark made to a City employee.

ENCLOSURE 1

Yet, he readily and without hesitation for the third time in the span of one year, interrupted yours truly when I legitimately was attempting to speak against the restaurant and needed to speak about the respite center in order to connect and make sense of my statement.

This is not a political year and there are not any elections pending or seats up for grabs. I am not making this statement for political reasons.
However, we are supposed to be a team and none of us should be using a group of non-conformists to harass and obstruct this public body from performing at above expected level and to achieve the goals approved by the citizens.
A perfect example is the current effort by the People for Bad Government to override the official duties of the Commission and pursue a referendum consisting of 13 amendments to the City Charter, most of which are pretentious and ill conceived.This is being done for the only purpose of satisfying our Mayor quest for power not presently granted by the City Charter.The Mayor wants to have a vote; totally unnecessary , veto power, which he already has, and to change our system of government from Manager-Commission strong to Mayor-strong.When he voluntarily ran for election to the position he now enjoys, he was perfectly aware of the powers vested in him.
When he was a Commissioner back in 1990-93 he never, ever suggested the then Mayor be given the powers he now wants, nor suggested the Charter be revised then to achieve such a notion. During this period he also participated in the approval of the ordinance and the Agreement that permitted parcel 61 to now be developed as a restaurant and never argued for a variance.

The bottom line is that once again, and as I did right after my reelection victory am asking our Mayor to put aside personal differences, to stop lending what the group of obstructionists take as support and to work with this commission for the health, safety and welfare of this; our city.

Ed Martinez, Commissioner -= Seat #3

Gmail

Bob Miller <thezormaster@gmail.com>

THIS AM EMAIL FROM JESSE,

1 message

Winter Springs Residents First <winterspringsresidentsfirst@gmail.com> Wed, Jul 9, 2025 at 4:38 PM
To: Bob Miller <thezormaster@gmail.com>

Winter Springs
Community Association
One Winter Springs
Est. 2019

Sloppy Legal Work. Political Spin. And No One Held Accountable.

The recent controversy over a $277,400 tree mitigation fee exposed more than just disagreement at City Hall — it exposed a broken system where unclear legal agreements, poor record-keeping, and political deflection are costing this city real money and real trust.

Let's set the record straight: **this was never about whether trees matter.** They do. That's not in question.

The real issue is this: **how did our city end up in a situation where a legal agreement — worth hundreds of thousands of dollars — was so badly written that no one could agree on what it actually meant?**

An Inexplicably Vague Agreement

ENCLOSURE 2.

The City Commission recently voted 3-2 that the developer in question had already paid the required tree mitigation fee back in 2017, as part of a previously approved development agreement. Several commissioners read the agreement and believed it was clear.

Others disagreed. They felt the document was ambiguous. And that's exactly the point.

Why was the language so unclear in the first place? And where was the city attorney when this agreement was drafted, reviewed, and enforced?

This isn't a debate about trees. It's a debate about competence.

Mayor McCann's cynical spin machine

Rather than addressing the City Attorney who drafted a bad agreement, **Mayor Kevin McCann did what he always does when he doesn't get his way — he ran to Facebook and twisted the facts.**

Even though he acknowledged during the meeting that no "fee waiver" was being granted, he turned around and told residents the commission had "removed" a $277,400 fee. This is classic political theater:

- Redirect outrage to protect your friends.
- Ignore the facts.
- Paint yourself as the hero solving the problem you caused.

And while the mayor plays politics, **City Attorney Anthony Garganese just shrugs.** No public correction. No accountability. No responsibility for the poorly written agreement that started this mess.

This isn't the first time his legal work has failed the people of Winter Springs — and it likely won't be the last.

Patterns We Can't Ignore

City Attorney Garganese has been the legal architect (or silent witness) to some of Winter Springs' worst failures:

- He **defended the city's handling of Veolia** — and in doing so, helped shield a contractor responsible for repeated water quality failures.
- He signed off on **dismissive audit responses** that downplayed major problems.
- Instead of defending the city's right to enforce its own standards, he gave political cover as the **Mayor abdicated home rule** — leaving residents stuck with a **public storage monstrosity.**
- And now, he's authored or overseen an agreement so vague it cost us a bitter public fight.

Why is he still here?

Let the People Decide

It's time for accountability.

We've created a short survey to ask residents directly:

- **Do you believe the city attorney should be reprimanded or replaced?**
- **Do you trust Mayor McCann to be honest with the public?**

WSCASURVEY.pdf
607K

Winter Springs
Community Association
One Winter Springs
Est. 2019

Help Shape the Future of Winter Springs

Winter Springs residents have voted for change — but some of the same people responsible for the city's past failures are still calling the shots. We want to hear directly from you:**Do you trust the current leadership? Do you believe our City Attorney is doing his job? Should the Mayor be held accountable for misleading the public?**

Your responses will help guide efforts to restore trust, transparency, and accountability in our city government.

Do you believe Mayor Kevin McCann has been honest with residents?

- ○ Yes
- ○ No
- ○ Not sure

Do you trust Mayor McCann to represent the direction voters demanded in the last two elections?

- ○ Yes
- ○ No

ENCLOSURE 3

- ○ Not sure

Do you believe City Attorney Anthony Garganese has done a good job protecting residents' interests?

- ○ Yes
- ○ No
- ○ Not sure

Do you believe the City Attorney should be reprimanded or replaced?

- ○ Reprimanded
- ○ Replaced
- ○ Neither
- ○ Not sure

Who do you hold more responsible for the city's repeated failures in water, development, and transparency?

- ○ Mayor McCann
- ○ City Attorney Garganese
- ○ Both equally
- ○ Neither

Do you believe the City Attorney helped enable the past administration that voters removed?

- ○ Yes
- ○ No
- ○ Not sure

Should the City Commission fire the City Attorney now?

- ○ Yes
- ○ No
- ○ Not sure

Would you like to see Winter Springs bring in a new legal team that puts residents first?

- ○ Yes
- ○ No
- ○ Not sure

Anything you'd like to say to Mayor McCann or City Attorney Garganese?

BACKGROUND: The business climate in Winter Springs has long been described as burdensome, especially for mom and pop shops looking to renovate existing space and enhance our community (i.e. old 7-11 site in Tuscawilla). Some small businesses looking to re-open existing locations are being treated like brand new construction by city planners and engineers, under the direction of Director Terrilyn Rolle, greatly increasing the cost of renovating vacant spaces.

How would you rate the current business climate in Winter Springs for small and local businesses?

- ○ Friendly and supportive
- ○ Average
- ○ Burdensome and overly complicated

○ Not sure

Do you believe Planning Director Terrilyn Rolle should be held accountable for policies that have made it harder for small businesses to open or renovate in Winter Springs?

○ Yes — her department's approach is harming our community

○ No — I believe she's doing her job well

○ Not sure — I need more information

Make Your Voice Heard!

Report abuse

INTUIT mailchimp

2

MEMORANDUM

To: Winter Springs City Commission ("City")

From: Tuskawilla Retail Partners II, LLC ("Developer")

Date: July 14, 2025

Re: Objection to Regular Agenda Item 501 on the July 14, 2025 City Commission Meeting Agenda (the "Reconsideration Request")

Background Information:

This memorandum is provided by Developer in objection to the City's Reconsideration Request that has been improperly advanced and set for hearing by the City Commission on July 14, 2025. The Reconsideration Request relates to certain Tree Mitigation Fees imposed upon Developer's project (Item 404, approved by the City during the June 23, 2025 City Commission meeting) which were paid in full pursuant to a prior Development Agreement between City and Developer dated March 10, 2015 (the "Development Agreement"), and states as follows:

> This Special Meeting is being convened to address and reconsider the Commission's decision made on June 23, 2025, to remove $227,400 in tree mitigation fees associated with Arbor Application (ARBOR-2025-0210). The actions taken by the Commission during said hearing did not comply with the requirements of the City Arbor Ordinance. Furthermore, the Commission's action effectively amended or repealed the Code of Ordinances, Chapter 5-Tree Protection & Preservation ("Arbor Ordinance") in violation of City Charter Article IV, Section 4.14(8) which requires the Commission to use the ordinance process if amending or repealing a previously adopted ordinance.
> In the alternative to a Special Meeting, in accordance with Winter Springs Charter 4.05, I hereby veto the Commission's action on June 23, 2025 for the reasons set forth above.

The City Commission's lawful vote on June 23, 2025 (the "Approval Vote") deemed that tree mitigation fees associated with Arbor Application ARBOR-2025-0210 had been satisfied pursuant to the Development Agreement's terms, which clearly stated that such fees had already been paid for the Developer's Project (as the same is defined therein). The Approval Vote was appropriately conducted, fully valid under City law and approved by Commissioners Diaz, Bruce, and Caruso. Importantly, the Mayor did not cast a vote in the Approval Vote, as there was no tie vote of the Commission – pursuant to Section 4.05 of the City Charter, the Mayor only votes in that circumstance. Also importantly, no motion for reconsideration was made during the June 23, 2025 hearing.

The Reconsideration Request improperly seeks review of the Approval Vote via a motion for reconsideration initiated by the Mayor after the original hearing has concluded and, alternatively, rejection of the Approval Vote via a mayoral veto. Under the City Charter, the Mayor does not have the authority to take either action. As such, we respectfully urge the Commission to:

- Affirm the validity of its June 23, 2025 vote;
- Reject the mayor's unauthorized attempt at a veto; and
- Decline any effort to reopen the item as no proper motion to reconsider was made following the procedures under the City Charter and Roberts Rules of Order.

Legal Bases for Objection:

A. The Reconsideration Request Does Not Meet City Requirements

Pursuant to the City Charter, any challenge to the Approval Vote must proceed via a properly filed motion to reconsider—not via unilateral mayoral action. Section 2-27(d) of the City Charter and the Commission's Uniform Rules of Procedure adopt Robert's Rules of Order as the procedural standard. Per Robert's Rules of Order:

- A motion to reconsider must be made by a commissioner **on the prevailing side of the original vote**,
- It must be made **during the same meeting** as the original vote,
- It must be seconded, and
- The vote to reconsider must pass by majority before the item can be reopened.

As such, the proper way to revisit the Approval Vote is by a motion to reconsider, governed by the City Charter and Roberts Rules of Order as follows:

1. A commissioner **who voted in favor** of the Approval Vote **(meaning Commissioner Diaz, Bruce or Caruso) must** make a motion to reconsider the Approval Vote
2. The motion to reconsider must have been made **during the same meeting** as the Approval Vote was taken;
3. Debate **must remain focused** on whether to reopen the Approval Vote;
4. The motion must be seconded; and
5. The vote to reconsider must pass by majority before the item can be reopened.

No motion for reconsideration was made during the June 23, 2025 hearing during which the Approval Vote was taken. In contrast, the Reconsideration Request was filed by the Mayor days later, and no motion was made by Commissioner Diaz, Bruce or Caruso during the June 23, 2025 hearing as is required. As such, the Reconsideration Request does not meet the requirements of the City Charter, and therefore is invalid.

B. The City's Approval Vote Did Not Constitute an Ordinance or an Ordinance Change, and thus the Mayor Does Not Have Authority to Veto the Approval Vote

Under the City Charter, the City operates under a council-manager form of government. Under Section 4.05, the Mayor only votes in the event of a tie vote of the Commission, and **his veto power only extends to the adoption of an ordinance** by the City Commission. Under Charter Section 4.15, an ordinance is a formally adopted **legislative** action that must follow specific procedures, including readings and public hearings:

> Charter § 4.15: "An ordinance is an official **legislative** action of the city commission which has the full force and effect of law and is required to be codified."

The Approval Vote was not an ordinance, but rather a discretionary approval of a specific development application decided upon by the Commission sitting in its capacity as a **quasi-judicial** body, **not in its legislative function** wherein it adopts ordinances that apply/impact the City at large. Clearly, the Mayor has no right to veto the Approval Vote per limitations placed upon him by the City Charter.

The Approval Vote was also not an ordinance change. The Reconsideration Request claims that the Approval Vote "effectively amended" the Arbor Ordinance without following formal ordinance procedures. This assertion is incorrect. The Approval Vote did not amend or repeal any section of the Arbor Ordinance. Rather, it was a case-specific **quasi-judicial** decision concerning Item 404 of the June 23, 2025 Commission agenda, which included an individual Arbor Application (ARBOR-2025-0210) and discretionary mitigation fees. These do not require the enactment of a new ordinance, nor do they trigger the requirements of Charter Section 4.15.

Undoubtedly, the Charter does not permit the Mayor to unilaterally nullify or veto a Commission decision such as the Approval Vote. Any assertion to the contrary is legally indefensible and administratively destabilizing. As the Charter grants no veto power to the Mayor for decisions such as the Approval Vote, the Reconsideration Request's attempted veto fails.

C. The Mayor Must Uphold the Commission's Final Decisions

The Mayor is legally obligated to uphold the Commission's final decisions under Charter Section 4.05, and any implication that the Commission's action was illegal or unethical without due process violates Charter Section 2.29's prohibition on slanderous or impertinent language. The City Charter places a duty on all elected officials to engage in respectful, non-defamatory conduct:

> Charter § 2.29: "No member shall…use slanderous or impertinent language at any meeting of the commission."

The Reconsideration Request publicly, falsely and prematurely claims that the Commission acted unlawfully and improperly “repealed” an ordinance without citing any legal finding or due process. Such accusations are inappropriate and potentially defamatory under Section 2.29.

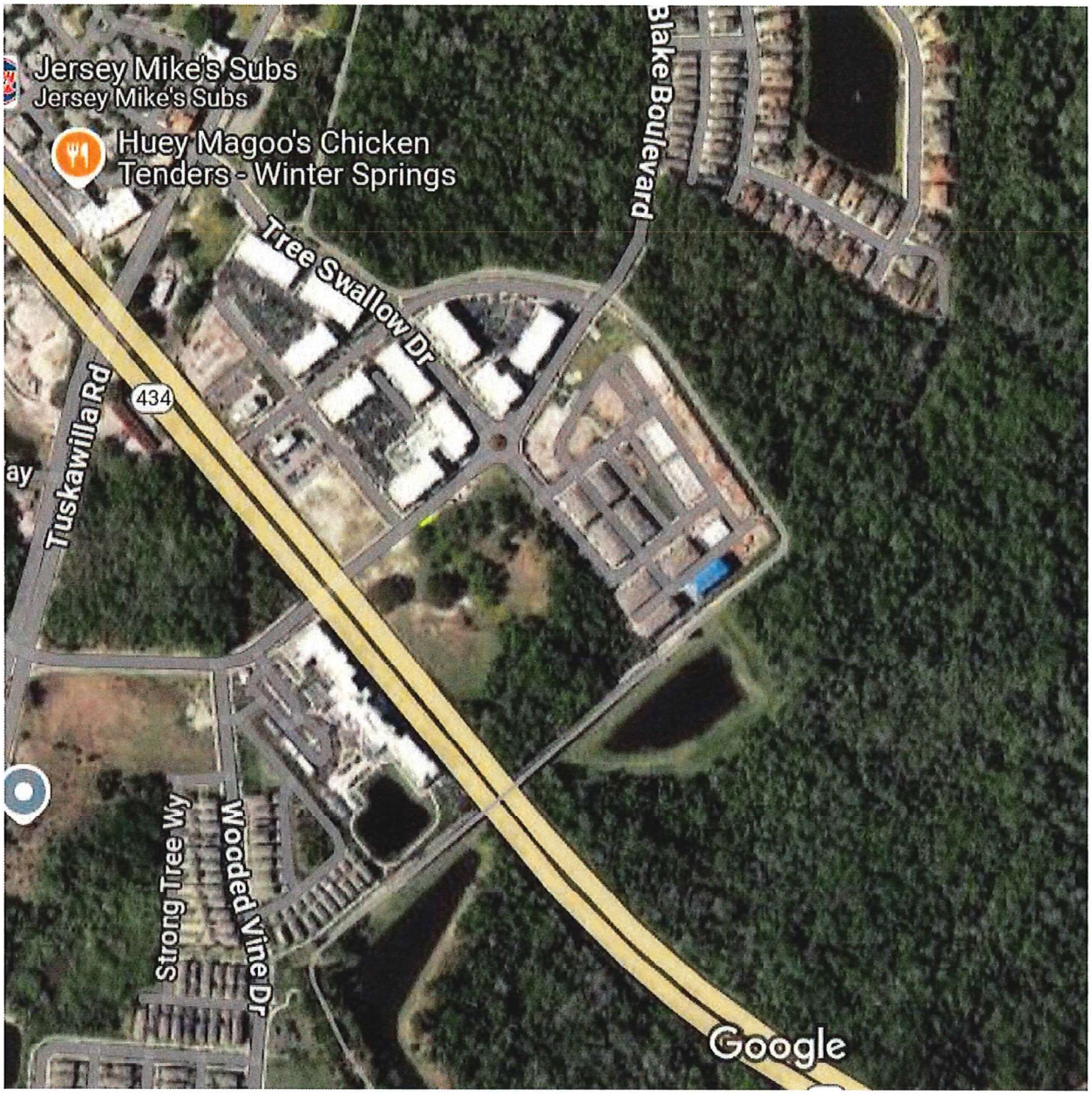
The Mayor’s public declaration undermines the legitimacy of a duly enacted Commission vote and violates the City Charter.

Conclusion and Request for Action:

We respectfully request that the City Commission:

1. Affirm the validity of its June 23, 2025 vote regarding Agenda Item 404 and the Arbor Application ARBOR-2025-0210 contained therein;
2. Reject the Reconsideration Request as legally void and contrary to City Charter Section 4.05;
3. Reject the mayor’s unauthorized attempt at a veto; and
4. Preserve the integrity of the Commission by upholding standards of decorum outlined in City Charter Section 2.29.

3


Jersey Mike's Subs
Jersey Mike's Subs
Huey Magoo's Chicken Tenders - Winter Springs
Tree Swallow Dr
Blake Boulevard
Tuskawilla Rd
434
Strong Tree Wy
Wooded Vine Dr
Google

Attachment "3": Revised Pollack Shores Concept Plan

Original Development Agreement terms:

DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed this 10th day of March , 2015 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..**, a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is subject to the City's specific Town Center Comprehensive Plan policies and land development codes ("Town Center Policies"); and

WHEREAS, Developer desires to construct a phased development project on the Property which is generally located on, and fronting, the north side of S.R. 434 and both sides of Michael Blake Boulevard that is keeping in the character of the Town Center Policies ("Project"); and

WHEREAS, the initial phase of the Project located west of Michael Blake Boulevard will consist of two or more residential apartment buildings and mixed use buildings ("Initial Phase"); and

First Modification terms:

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS FIRST MODIFICATION OF DEVELOPMENT AGREEMENT (the "First Modification") is made and executed this 9th day of January, 2017 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..**, a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in that certain Development Agreement, dated March 10, 2015, and recorded in the Official Records of Seminole County, Florida at Official Record Book 8446, Pages 1131-1144 ("Original Development Agreement"); and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

(b) **Adjusted City Arbor Fee.** The City hereby agrees that the final adjusted City arbor fee for the Project shall be One Hundred Forty-Nine Thousand Six Hundred Sixty and No/100 Dollars ($149,660.00) ("Arbor Fee"). The Arbor Fee is comprised of the following components:

Tree mitigation credits:	$133,500
Specimen tree removal:	$ 5,000
Arbor Permit:	$ 11,160

Developer agrees to pay the Arbor Fee components to the City at such time said payment of each component is required by the City Code.

Developer Contributions via the Town Center project:

1. In 2017, Developer spent nearly $2 million installing infrastructure for the entire Town Center:
    - Roads
    - Stormwater ponds
    - Lift Station
    - Utilities (installation and oversizing to allow future development)

The recorded Development Agreement makes clear that this work, including the arbor fee already paid, was intended to cover all current and future phases. Developer would not have undertaken that level of improvement otherwise.

2. Also in 2017, Developer paid the final arbor fee of $149,660 as set out in the First Modification to the recorded Town Center Development Agreement.
3. The original Development Agreement has governed on previous requests to the city for this phase – including requests to develop more multi-family product which were denied.
4. The new tree mitigation fee of $227,000 appeared after Developer had:
    - A staff approved site plan,
    - Secured financing, and
    - Executed contracts with end-users.
5. Adding a six-figure cost at this stage creates a significant hardship.

Public Benefit:

- This project represents $50+ million of new development and will result in millions of dollars in incremental property and sales taxes for the City.
- Additionally, the community will benefit from additional neighborhood retail, services, and for-sale housing.
- Construction of Sea Hawk Cove at a cost of appx. $1M

Requested Commission Motion

1. Primary request: Acknowledge the duplicative nature of the arbor fee and waive the additional $227,000 tree-mitigation fee

2. Alternative request: If a full waiver is not feasible, reduce the fee by at least 50 % to match the original discount given to Developer and keep the project financially viable.

3. Given our contractual obligations to end users and project timing constraints, we need to move approval of the Development Agreement forward this evening.

GRANT MALOY, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
BK 8852 Pgs 1719-1728 (10Pgs)
CLERK'S # 2017010582
RECORDED 01/31/2017 08:05:35 AM
RECORDING FEES $86.50
RECORDED BY hdevore

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Anthony Garganese
City Attorney of Winter Springs
Garganese, Weiss &
D'Agresta, P.A. 111 N. Orange
Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

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WHEREAS, on December 14, 2015, the City Commission approved the final engineering plans submitted by the Developer for the Project, subject to a First Modification of Development Agreement which was approved by the City Commission ("Original First Modification"). A copy of said final engineering plans are on file at the City of Winter Springs

TAB-D 1st MOD D.A.

City Hall ("Final Engineering Plans"); and

WHEREAS, subsequent to the City Commission's approval of the Final Engineering Plans and the Original First Modification, Developer did not execute the Original First Modification and deliver it to the City; and

WHEREAS, the Parties now desire to amend the Original First Modification approved by the City Commission, and approve and execute this new version of the First Modification as a condition to the Final Engineering Plans and Aesthetic Review approved by the City Commission on December 14, 2015, as if this new First Modification was approved simultaneously with the Final Engineering Plans; and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the new definitions created in the parentheticals for the terms "First Modification," "Final Engineering Plans," and "Original Development Agreement." This First Modification shall be deemed a material part and condition of the Final Engineering Plans.

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b) (2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this First Modification, the Developer and the City hereby agree as follows:

(a) **Improvements to the City Collector Road System**. The Final Engineering Plans depict improvements to Michael Blake Boulevard from S.R. 434 to the Cross-Seminole Trail, and Tree Swallow Drive from Tuskawilla Road to Michael Blake Boulevard. Both Michael Blake Boulevard and Tree Swallow Drive are City Collector Roads and are therefore eligible for Transportation Impact Fee Credits. Developer hereby agrees to construct Michael Blake Boulevard and Tree Swallow Drive, at its expense and as depicted on the approved Final Engineering Plans, which plans are described in further detail on Attachment "1" attached hereto, and which improvements include construction of roadway, stormwater, landscape and hardscape improvements (collectively, the "Roadway Improvements"), in exchange for an award from the City of Winter Springs transportation impact fee credits in a maximum amount of Six Hundred Twenty Thousand Four Hundred Thirty Seven and 41/100 Dollars ($620,437.41) (the "Approved Transportation Impact Fee Credit"). The costs eligible for the Transportation Impact Fee Credit shall consist solely of the Developer's actual construction costs for the Roadway Improvements, plus construction of the S.R. 434 westbound right-turn deceleration lane at Michael Blake Boulevard. All construction expenditures eligible for

transportation impact fee credits shall be subject to approval by the City Engineer in advance of construction, with such approval not being unreasonably withheld or delayed. Any construction costs over the Approved Transportation Impact Fee Credit shall be the Developer's sole responsibility. Developer agrees to complete construction of the Roadway Improvements and the City shall accept construction thereof through its applicable site acceptance procedures, prior to the first certificate of occupancy being issued by the City for any apartment building. Prior to final acceptance, Developer shall provide the City with copies of all applicable invoices, receipts, proof of payments, lien releases, warranties, maintenance letters of credit, and all documentation necessary for the City Engineer's approval of the final amount of the Transportation Impact Fee Credit. The City shall not be responsible or liable for providing any transportation impact fee credit which cannot be properly and reasonably documented in writing. The Approved Transportation Impact Fee Credits are eligible to be applied first to the 283 multi-family units in the Initial Phase of the development project and thereafter, any remaining Approved Transportation Impact Fee Credits will be applied to any non-residential land uses first on the portion of the Property on which the Initial Phase will be constructed and then second to any non-residential land uses on the portion of the Property labeled as "Future Development" or "Commercial" on the Concept Plan east of Michael Blake Boulevard until said Credits are exhausted. Notwithstanding any of the foregoing, the Approved Transportation Impact Fee Credits shall expire five (5) years from the City Engineer's approval of the final amount of Approved Transportation Impact Fee Credit.

(b) **Adjusted City Arbor Fee.** The City hereby agrees that the final adjusted City arbor fee for the Project shall be One Hundred Forty-Nine Thousand Six Hundred Sixty and No/100 Dollars ($149,660.00) ("Arbor Fee"). The Arbor Fee is comprised of the following components:

Tree mitigation credits:	$133,500
Specimen tree removal:	$ 5,000
Arbor Permit:	$ 11,160

Developer agrees to pay the Arbor Fee components to the City at such time said payment of each component is required by the City Code.

(c) **Finished Floor Elevations.** The average finished floor elevations as depicted on the Final Engineering Plans are hereby deemed acceptable to the City and in compliance with the Town Center Code. The City acknowledges that the elevations vary depending on the building length and location and that some of the elevations are below and above the 24" requirement set forth in the Town Center Code. However, the City agrees that the overall average of the elevations complies with the intent and purpose of the Town Center Code requirement.

(d) **Balcony Restrictions.** The following covenant shall apply to all apartment balconies:

> Balconies shall be kept clean and tidy at all times by occupants of the units in order to avoid visual clutter and nuisances. No noxious or offensive activities shall be carried on upon any balcony. Draping towels, clothing and other items over

COMMISSION AGENDA

ITEM 505

Informational	
Consent	
Public Hearings	**X**
Regular	

December 14, 2015	KL	RS
Regular Meeting	City Manager	Department

REQUEST:

The Community Development Department – Planning Division requests the City Commission consider approval of: 1) Preliminary/Final Engineering Plan, 2) Aesthetic Review, and 3) the First Modification of the Development Agreement for a total of 279 multi-family units located on the east side of Tuscawilla Road, north of SR 434 and west of Michael Blake Boulevard.

SYNOPSIS:

The applicant is requesting approval of a Preliminary/Final Engineering Plan and Aesthetic Review for an apartment community containing 279 units. The subject property is located in the T5 zone (Urban Center Zone) of the Town Center. Multifamily uses such as apartments are a permitted use in the T5 zone of the Town Center. A Concept Plan and Development Agreement was approved by the City Commission on February 9, 2015 which permits a maximum of 300 apartment units on the property. The Preliminary/Final Engineering Plan has been designed in accordance with the approved Concept Plan and Development Agreement.

CONSIDERATIONS:

APPLICANT AND PROPERTY INFORMATION:

- Applicant name and address and authorized representative: CS Capital Management, Inc./ Whitaker Capital, LLC. 3525 Piedmont Road, 7 Piedmont Center, Suite 300, Atlanta, GA 30305. Brian Love, authorized representative

TAB-E ITEM 505 POLLACK SHORES APTS

(4) Such other criteria set forth in the City's land development regulations. (Ord. 2012-05)

Policy 2.3.7: *Quality of Life*. Strive to improve the quality of life of Winter Springs' residents by encouraging an increased number and variety of thriving commercial businesses that are supported and complimented by high-end residential projects located in the Town Center.

City of Winter Springs Comprehensive Plan - Housing Element
Policy 1.1.15: Support the desired commercial activity and urban character desired for the Town Center by encouraging high density residential development subject to the Town Center District Code. (Cross Reference: Future Land Use Element, Policy 2.2.6); (Ord. 2012-05)

Winter Springs Town Center District Code

DISCUSSION:

Preliminary/Final Engineering Plan

Prior to the approval of the Concept Plan and Development Agreement at the February 9, 2015 City Commission meeting, the applicant proposed a Concept Plan for a thirteen building apartment complex that would be developed into a total of 338 units on 13.9 acres at the northeast corner of the intersection of Michael Blake Boulevard and SR 434. On August 21, 2014 and December 2, 2014, the applicant held meetings with concerned citizens to solicit their input on the proposed design. As a result of these meetings two site layouts were proposed but no consensus could be reached between the applicant and the citizens on the proposed design of the project. With this impasse in mind and taking certain comments from the citizens group into consideration, City Staff and the applicant proposed a new layout and relocation of the project to a portion of the property under the applicants ownership that is west of the intersection of Michael Blake Boulevard and SR 434, specifically on the east side of Tuskawilla Road behind the McDonalds restaurant. On February 9, 2015, the City Commission approved a Concept Plan and Development Agreement for the subject property based upon the above proposal which consists of commercial, mixed use buildings and apartment buildings located in the T5 zone (Urban Center Zone) of the Town Center. Multifamily uses such as apartments are a permitted use in the T5 zone of the Town Center.

The design configuration depicted on the Preliminary/Final Engineering Plan is consistent with the approved Concept Plan and Development Agreement. Vehicular access to the site is proposed via Michael Blake Boulevard, two proposed "Town Center Streets", and Tuskawilla Road. The property will be divided into six blocks. As noted on the approved Concept Plan and in the approved Development Agreement, the developer has agreed to reserve blocks 4, 5, and 6 for mixed use and/or commercial development. One of the "Town Center Streets" that will be created will be the extension of Tree Swallow Boulevard that will be constructed across the middle portion of the property. Per the terms of the approved Development Agreement, this project is the only standalone multi-family residential project permitted to be developed on the entire property located north of S.R. 434, south of the Cross Seminole Trail, east of Tuskawilla Road, and west of the pedestrian trail bridge. In the event other multi-family projects are proposed on the remaining portions of the property, the units shall be incorporated into a mixed use development.

A roundabout will be constructed at the proposed intersection of Michael Blake Boulevard

for compliance with all building code criteria.

(6) The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, marble, termite-resistant wood, wrought iron, brick, columns and piers, porches, arches, fountains, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.

The project has incorporated a number of features such as cementitous lap siding, cementitous batten board, vinyl windows, and aluminum coping. Expression lines are provided to demonstrate a separation from the first and second floors and to help break up blank expanses on the façades. The architecture is consistent with the architectural elevations that were included as an exhibit to the approved Development Agreement. The project provides distinctive design details that promote the character of the Town Center and the City of Winter Springs.

FISCAL IMPACT:

Development of the property will provide an increase in taxable value to the City, and will provide additional population in the Town Center which will increase the Town Center's demographic base and strengthen the support for business and future commercial development within the Town Center. Per Policy 2.3.3 of the Future Land Use Element of the Comprehensive Plan, a fiscal impact analysis is provided.

COMMUNICATION EFFORTS:

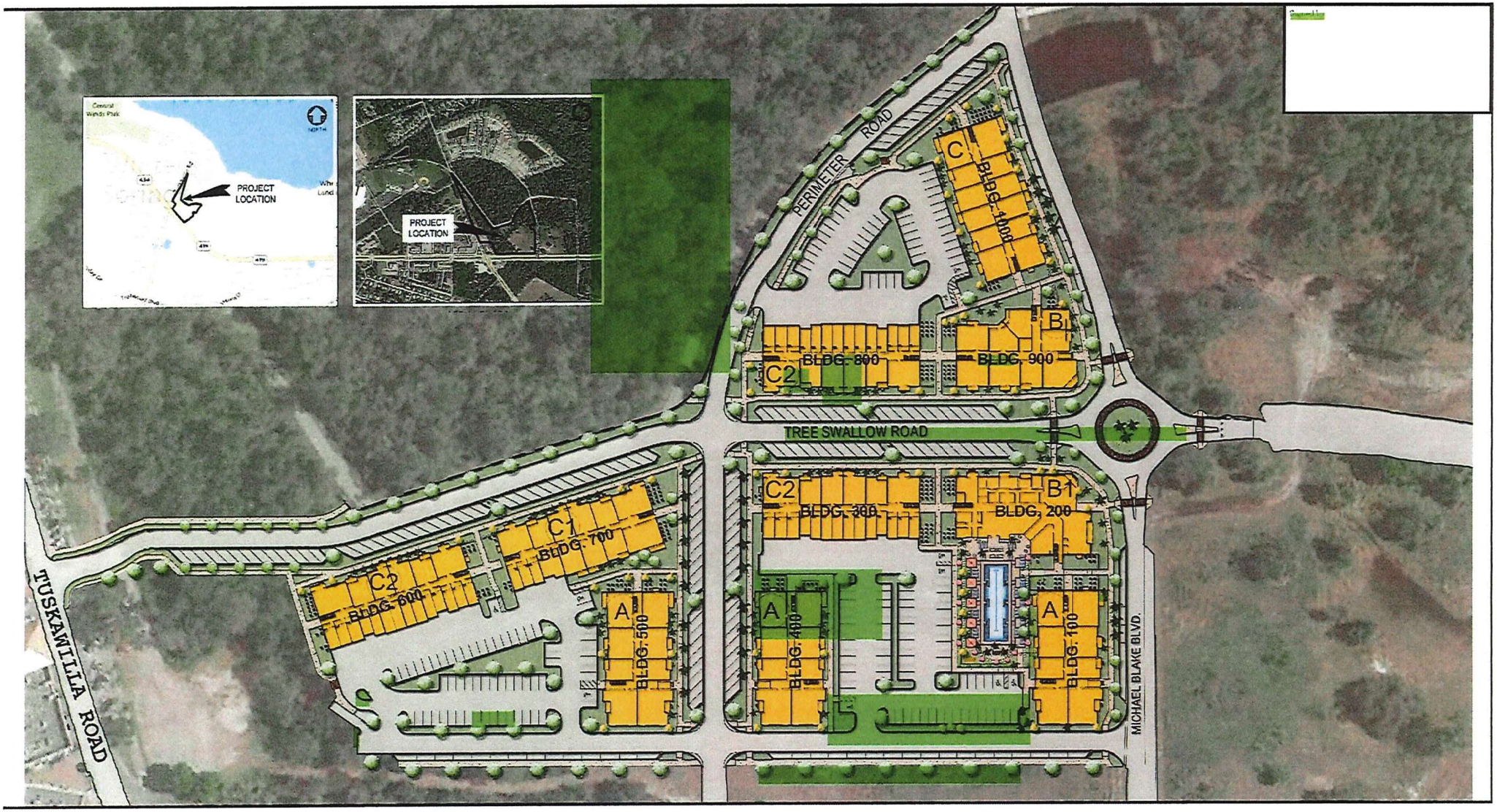
This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at five (5) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

RECOMMENDATION:

Staff and the Planning & Zoning Board recommend approval of: 1) Preliminary/Final Engineering Plan, 2) Aesthetic Review, and 3) the First Modification of the Development Agreement for a total of 279 multi-family units located on the east side of Tuskawilla Road, north of SR 434 and west of Michael Blake Boulevard.

ATTACHMENTS:

A. Preliminary/Final Engineering Plan
B. Aesthetic Review



IBEW PENSION BENEFIT FUND /
WINTER SPRINGS HOLDINGS, INC.

WINTER SPRINGS APARTMENTS

SITE PLAN

SCALE 1" = 100'-0"

WINTER SPRINGS, FL

POLLACK SHORES
REAL ESTATE GROUP

THE PRESTON PARTNERSHIP, LLC

Kevin McCann

From:	Randy Stevenson <rstevenson@winterspringsfl.org>
Sent:	Friday, December 4, 2015 4:29 PM
To:	Anthony A. Garganese
Cc:	Shawn Boyle; Amanda Webb; Bobby Howell; Brian Fields; Kip Lockcuff
Subject:	Pollack Shores arbor details

Anthony,

As we discussed this morning, the following summarizes the City's current position on the arbor fees for the Pollack Shores project. Brian Fields will respond via a separate email on the transportation impact fees.

Arbor fees:

Original estimate of arbor fees based on the tree survey provided by the applicant: 170 trees/acre X 6.45 acres = 1,097 trees in the project area (average tree size on site equates to 2 replacement credits for each tree) or 2,194 replacement credits

Replacement credits from the ACOE work on the east side of MB Blvd.: 213 replacement credits

Total replacement credits and arbor fees due: 2,194 + 213 = 2407 ($250) = **$601,750**

Adjustment #1

The tree list from the survey was reviewed and all camphor trees, laurel oaks, and dead trees were removed from the list, resulting in a new total of 160 trees/acre

160 trees/acre X 6.45 acres = 1032 trees (times 2 = 2,064 replacement credits)

2,064 + 213 (from the ACOE work) = 2,277 replacement credits ($250) = **$569,250**

Adjustment #2

TAB-F ARBOR CALCULATION POLLACK SHORES APTS

Utilizing an aerial photograph, the area of the site covered in tree canopy was estimated to be 79% of the total 6.45 acre property

6.45 acres (.79) = 5.1 acres

5.1 acres X 160 trees/acre = 815 replacement credits (time 2 = 1,630 replacement credits)

1,630 + 213 (from ACOE work) = 1,843 replacement credits ($250) = **$460,750**

Adjustment #3

Credits for trees to be planted on site as part of the project landscape plan: 740 tree replacement credits

1,843 – 740 = 1,103 replacement credits ($250) = **$275,750 final number**

Anthony,

This is different than the $222,500 final number we discussed this morning because I forgot to add the 213 replacement credits for the ACOE work back into the final number.

Also, we need to add language to the DA that addresses the average finished floor elevation of the buildings. Much like the RiZE, the longer buildings contained in Pollack Shores meet the 24 " above grade for the finished floor based upon an average and staff has determined that the final engineering plans contain the finished floor elevations to meet this requirement. We need to add the following language to the Pollack Shores DA to memorialize this methodology. I would suggest the following language:

The finished floor elevations as depicted on the final engineering plans vary depending on the building length and location but are considered to be in compliance with the Town Center Code requirement that residential finished floor elevations be 24" above the surrounding grade. While some finished floor elevations are below the 24" requirement, others area well above this requirement and the average of these elevations meets the 24" requirement.

Randy Stevenson, ASLA, AICP

Community Development Director

City of Winter Springs

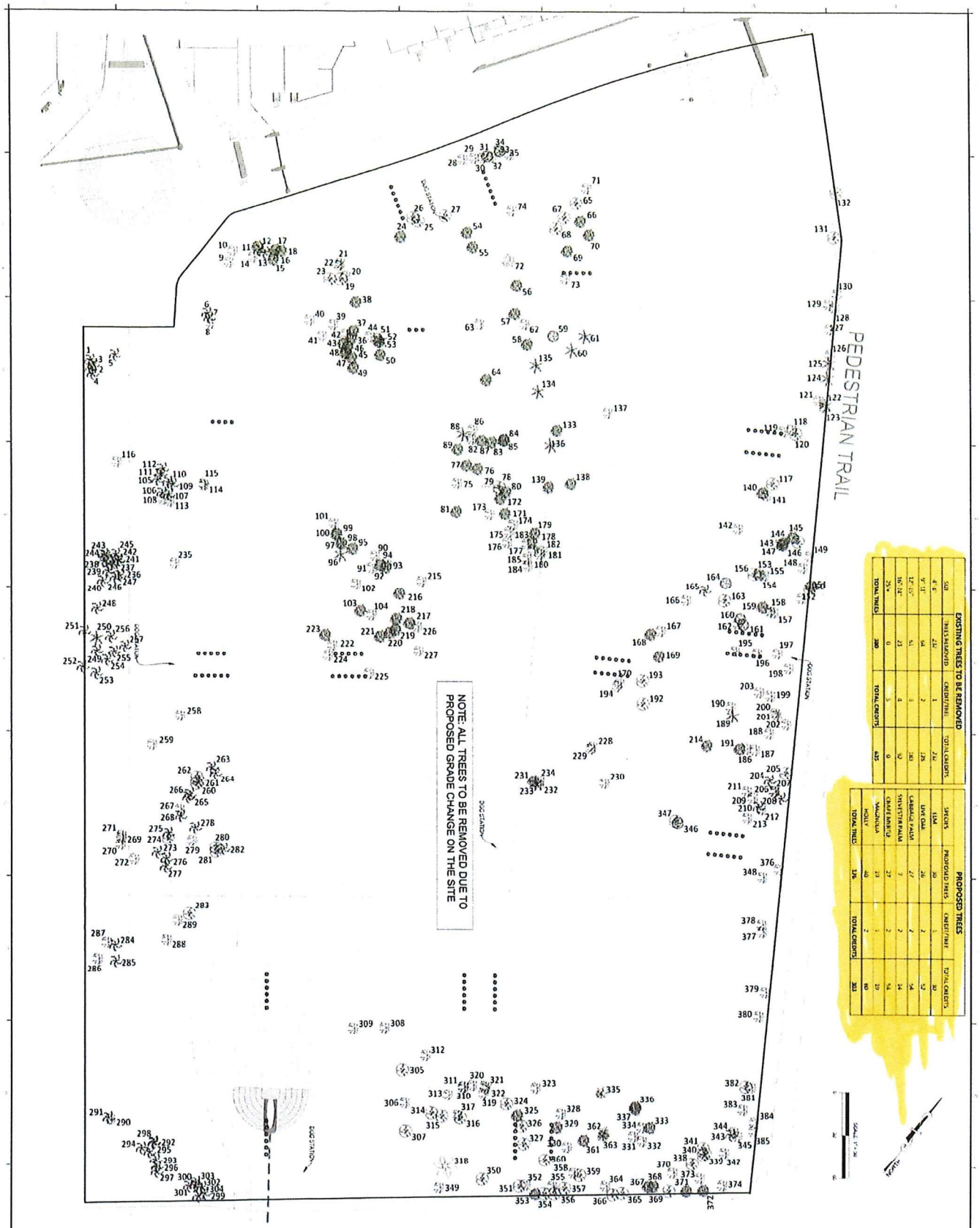
1126 East SR 434

Winter Springs, FL 32708

(407) 327-5970

Cell (321) 698-6568

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SHEET	C02.1

NV5
201 S. BUMBY AVE
ORLANDO, FL
(407) 812-3107
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29000

TREE PLAN

WINTER SPRINGS TOWNHOMES
MICHAEL BLAKE BLVD.
WINTER SPRINGS, FLORIDA
DREAM FINDERS HOMES LLC

RECORD DRAWING

NO	DATE	REVISIONS

ENGINEER
FRANK A. FORTER, P.E.
FL LIC. #70042

JOB #	17X321
PM/ MGR.	FAF
DESIGNER	RD
ENGINEER	FAF
DATE	DEC. 20, 2019

Section 20-1. Definitions.

Fiscal Impact:

The Fiscal Impact Report shall be reviewed and approved prior to the project being heard before the City Commission.

Development Agreement:

The Applicant is currently working with the City Attorney on the Development Agreement for the project. The Development Agreement shall be executed prior to any work on the project covered within this document.

STAFF RECOMMENDATION

On June 5, the Planning and Zoning Board held a public hearing and recommends that the City Commission approve the Site/Final Engineering, Final Plat, Waivers, Removal of Three (3) Specimen Trees, and Development Agreement, subject to the following conditions of approval:

1. Execution of the Development Agreement.
2. Mitigation of specimen and non-specimen tree removal per the Arbor Permit Application, ARBOR-2025-0210. The applicant shall be required to pay $227,400 for the removal of the trees, including 3 specimen trees, prior to the issuance of the tree removal and land clearing permit.
3. Filing of a subdivision performance bond in a form acceptable to the City Attorney.
4. There shall be no retail sales, manufacturing, or compounding of any products derived from the hemp plant or cannabis plant, including CBD (cannabidiol).
5. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.
6. Address all comments in the Surveyor's report within 30 days of City Commission approval.
7. Preservation of the 52" specimen oak tree at the corner of SR 434 and Michael Blake Blvd.

Attachments:

Figure "1" - Sea Hawk Cove Extension Plan Set
Figure "2" - Environmental and Wildlife Report
Exhibit "3" - Final Plat for Sea Hawk Cove
Exhibit "4"- Sea Hawk Cove Landscape Plan
Exhibit "5"- Sea Hawk Cove Tree Removal Plan
Exhibit "6"- Sea Hawk Cove Development Agreement
Exhibit "7"- Application for Final Engineering and Development Plan
Exhibit "8"- Application for Tree Removal

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED 5-0.

404) Sea Hawk Cove Extension, SR 434/419 and Michael Blake Boulevard – Final Engineering and Site Plan, Final Plat, Waivers, Removal of Three (3) Specimen Trees, and Development Agreement

Mr. John Rabon, Senior Planner, Community Development Department introduced the item, reviewed the proposal, and noted the Planning and Zoning Board's recommendation of approval with seven conditions listed in the staff report.

Commissioners Baker, Bruce, Caruso, Diaz, and Resnick disclosed ex-parte communications related to conversations with Mr. Paul Partyka and documentation provided related to the property.

Attorney Garganese explained this project was another phase of the Town Center II project, noted staff's calculation of tree mitigation costs for this phase, and noted the applicant's assertion that a previous payment of $117,000 made when the Blake Apartments were being approved was inclusive of this site.

Ms. Allison Turnbull Jones, representing the applicant, referenced the previous development agreement and first modification arguing that a reference made to "the Project" showed that the previous payment was inclusive of this site. Ms. Jones noted the applicant agreed with all other conditions except the arbor fees and noted the need to resolve the issue at the current meeting.

Brief discussion followed on proof of the previous payments and Ms. Jones noted that she could confirm and provide the information to the Commission.

Attorney Garganese noted his research into the property and his review of the associated documentation. He reviewed the previous development agreements and further referenced two versions of the first modification and an email sent from the Community Development Director at the time providing a tree mitigation estimate based solely on the acreage of the Blake Apartments. Attorney Garganese further noted that the first version of the first modification, though approved by the City Commission, was never signed by the applicant, noted a change in ownership, and a new first modification that was approved and signed with a reduced tree mitigation calculation due to a change in the arbor ordinance. Regarding references to "the Project" Attorney Garganese noted that the Blake Apartments were the only approved project at that time. Finally, Attorney Garganese noted that the documentation he had referenced had all been provided to the applicant and cautioned that if the arbor fee were waived for this commercial property that there may be perceived entitlements for other nearby undeveloped properties.

Discussion followed on the definition of project, the infrastructure investments the applicant had made, and Commissioner Diaz noted his disagreement with the arbor ordinance.

Ms. Jones noted all planning efforts for the project were based on the existing documents and the belief that no further arbor payment was required. The applicant was willing to pay an estimated $7,200 for removal of three specimen trees on the property.

Further discussion followed on the arbor fee calculation, the definition of project and a disagreement on contract term definitions, a tree count for the property listing 306 trees, disagreement on the applicability of the previous payment, and the estimated tax benefit of the proposed project.

Mayor McCann opened the Public Hearing for Item 404.

PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Second Reading of Ordinance 2025-12: Amending Chapter 2 of the City Code related to City Commission Rules & Procedures, and Addressing the Mayor & Commission

SUMMARY

At the June 24, 2025 City Commission Regular Meeting, the majority of the City Commission directed staff to prepare an ordinance with requested changes to Chapter 2 of the City Code. The changes, reflected in this ordinance, eliminate a requirement to provide an address when addressing the City Commission in favor of stating whether or not they are a resident of the city. Additionally, this ordinance seeks to clarify the New Business section of the agenda as an opportunity to briefly introduce and request an item for placement on a future agenda.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission hold a public hearing and adopt Ordinance 2025-12 on second reading.

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING THE CITY OF WINTER SPRINGS CODE OF ORDINANCES, SECTION 2-27 REGARDING CITY COMMISSION RULES AND PROCEDURES AND SECTION 2-28 ADDRESSING THE MAYOR AND CITY COMMISSION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article IV, Section 4.13 of the City Charter provides that the City Commission shall meet regularly at least once every month at such times and places as the Commission may prescribe by rule; and

WHEREAS, pursuant to the requirements of the City Charter, the City Commission has established rules and procedures codified under Section 2-27 of the City Code; and

WHEREAS, the City Commission desires to modify Section 2-27 of the City Code related to agenda items and reports.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Winter Springs.

Section 2. **Section 2-27 Code Amendment.** Section 2-27 of the City Code is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from this Ordinance of text existing in Section 2-27. It is intended that the text in Section 2-27 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Sec. 2-27. – Rules and procedures of the city commission – Generally.

***

(c) *Approval of the agenda; new business section.*

(1) At the commencement of each city commission meeting during the call to order section, the city commission shall approve, by majority vote, the proposed agenda to be considered by the city commission at the meeting. Prior to the approval of the proposed agenda, the city commission may, by majority vote, add or remove agenda items from the proposed agenda or reorder agenda items in terms of placement on the agenda. Upon approval of the agenda, the agenda items will be considered by the city commission in the order presented on the approved agenda.

(2) Unless otherwise determined by the city commission, each regular agenda shall ~~have~~ include a new business section, placed in the order on the agenda approved by the city commission, which ~~allows~~ provides the mayor, any city commissioner, city manager or city attorney an opportunity to ~~raise, if necessary,~~ briefly introduce new issues not on the agenda solely for the purpose of requesting that the city commission direct the city manager to further evaluate and prepare the item for placement on a future agenda as a commission- directed item. ~~that require discussion and potential future direction by the city commission.~~ The new business section shall not be used to present items requiring prior public notice or hearing, for reports allowed under subsection (m), or be used as a substitute for timely placing items on the agenda prior to the agenda packet being distributed or as an add-on item as required by subsection (b). The city commission will not take final action on any new business item other than deciding whether the item should be placed on a future agenda. ~~that is considered a major initiative and/or initiative that would ordinarily require significant city staff research.~~

Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4).

***

Section 3. **Section 2-28(a) Code Amendment.** Section 2-28(a) of the City Code is hereby amended as follows (underlined type indicates additions and strikeout type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Section 2-28. It is intended that the text in Section 2-28 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Sec. 2-28. Addressing the mayor and city commission.

(a) *Oral communications.* Any person desiring to address the mayor and city commission shall first secure the permission of the presiding officer and shall state ~~his/her~~ their name and ~~address for the record~~ whether they are a resident of the city, for the record. If such person is speaking as an authorized representative, such person shall also advise the mayor and city commission of the name of the person, group, business, or organization being represented and whether the represented party is a city resident or located within the city. All remarks shall be addressed to the mayor and city commission as a body and not to any member thereof, unless permission to do so is first granted by the presiding officer or the city commission. Individual members of the public shall limit their discussion or comments to no more than three (3) minutes. Individuals representing a group or homeowner's association shall limit their discussion or comments to no more than five (5) minutes. No questions shall be asked of the mayor or a city commission member or city official except through the presiding officer.

***

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts or ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation into Code.** This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors

may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the ____ day of _____, 2025.

_____
Kevin McCann, Mayor

ATTEST:

_____
Christian Gowan, City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY FOR THE CITY OF WINTER SPRINGS ONLY:

_____
Anthony A. Garganese, City Attorney

First Reading: _____
Legal Ad: _____
Second Reading: _____

CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
TELEPHONE: (407) 327-1800
FACSIMILE: (407) 327-4753
WEBSITE: www.winterspringsfl.org

BUSINESS IMPACT ESTIMATE PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published.

City Commission Meeting Dates: July 14, 2025; August 11, 2025

Ordinance Number: 2025-12

Posted To Webpage: Monday, July 28, 2025

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING THE CITY OF WINTER SPRINGS CODE OF ORDINANCES, SECTION 2-27 REGARDING CITY COMMISSION RULES AND PROCEDURES AND SECTION 2-28 ADDRESSING THE MAYOR AND CITY COMMISSION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances 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 a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163-163.3243;

__ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046;

This Business Impact Estimate may be revised following its initial posting.

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.
Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Winter Springs.)

Pursuant to the City Charter, the City Commission is authorized to establish rules of procedure for their meetings. The proposed ordinance amends the existing City Commission rules of procedure regarding the identification information that a speaker must provide when addressing the Commission, specifically no longer requiring the speaker's address. Speakers will be allowed to identify as a non-resident or resident of the City. In addition, the proposed ordinance modifies the new business rule on the agenda to state that new items brought up under new business will not be decided, but rather the Commission will determine whether the items should be placed on a subsequent Commission agenda as a commission directed item. Individual commissioner may still place items on the Commission agenda by providing a request to the City Manager prior to the agenda being published. Further, items may be added to an agenda by the Commission at the beginning of meetings when the Commission approves the agenda for the meeting.

Part II.
Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Springs: (fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

The proposed ordinance is only related to Commission rule of procedure and there are no compliance costs being imposed on any businesses.

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The ordinance does not impose any new charges or fees on businesses.

(c) An estimate of the City of Winter Springs' regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

There are no regulatory costs associated with the ordinance because the ordinance is only related to the Commission's rules of procedure. No revenues will be generated from the ordinance from any person or entity including businesses.

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

No businesses will be directly impacted by the ordinance. Business representatives wishing to address the Commission at meetings will have to introduce themselves in the same manner as any other person.

Part IV.
Additional Information the City Commission may find useful (if any):

The ordinance is only related to how the City Commission conducts its public meetings.

This Business Impact Estimate may be revised following its initial posting.

Orlando Sentinel
MEDIA GROUP

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
City Of Winter Springs - CU00116922
1126 E State Road 434
Winter Springs, FL 32708-2715

Bill To:
City Of Winter Springs - CU00116922
1126 E State Road 434
Winter Springs, FL 32708-2715

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jul 28, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 29 day of July, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7843357

Orlando Sentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING THE CITY OF WINTER SPRINGS CODE OF ORDINANCES, SECTION 2-27 REGARDING CITY COMMISSION RULES AND PROCEDURES AND SECTION 2-28 ADDRESSING THE MAYOR AND CITY COMMISSION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

AND

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, PURSUANT TO SECTION 4.14 OF THE CITY OF WINTER SPRINGS CHARTER AUTHORIZING THE CONVEYANCE OF A PERPETUAL EASEMENT TO DUKE ENERGY FLORIDA, LLC. ALONG THE WESTERN PROPERTY LINE WITH A WIDTH OF 7.5 FEET ON A CERTAIN PORTION OF REAL PROPERTY OWNED BY THE CITY OF WINTER SPRINGS WHICH IS GENERALLY DESCRIBED AS TAX PARCEL NUMBER: 28-20-30-5DR-00D0-0000 FOR PURPOSES OF CONSTRUCTING, OPERATING AND MAINTAINING OVERHEAD AND/OR UNDERGROUND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES, AND RELATED FACILITIES FOR PROVIDING ELECTRIC ENERGY SERVICES; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO FINALIZE AND EXECUTE ANY DOCUMENTS TO COMPLETE THE CONVEYANCE INCLUDING, BUT NOT LIMITED TO, THE DOCUMENTS APPROVED AND SET FORTH IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY, THE REPEAL OF PRIOR INCONSISTENT ORDINANCES, NON-CODIFICATION AND AN EFFECTIVE DATE.

CITY COMMISSION SECOND READING/ADOPTION
PUBLIC HEARING WILL BE HELD ON
MONDAY, AUGUST 11, 2025
AT 6:30 P.M. OR SOON THEREAFTER IN THE
COMMISSION CHAMBERS LOCATED AT
WINTER SPRINGS CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434

Orlando Sentinel
MEDIA GROUP

Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinance. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.
7/28/2025 7843357

7843357

PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | AUGUST 11, 2025

TITLE

Second Reading of Ordinance 2025-13 granting Duke Energy Florida, LLC Distribution Electric Service Line Easement on City owned real property legally described as Tract "D" of the HIGHLANDS, Section 5, as recorded in Plat Book 19, Page 45

SUMMARY

City was contacted by Duke Energy regarding the implementation of its Feeder Hardening program. Existing electric lines located on City owned property located at 700 Sheoah Boulevard are scheduled for upgrades and hardening. The existing electric lines have existed for many years and are located on the western boundary of the subject property. However, the existing lines are not within a dedicated recorded easement area.

Duke provided the attached summary of the Feeder Hardening project which is titled, "Substation Optimization Overview for North Longwood Circuit M1757." Generally, the Feeder Hardening program will enable the feeder backbone in the area to better withstand extreme weather events. According to Duke Energy, the implementation of the program will benefit all customers including Winter Springs residents.

Because the requested easement is perpetual and not limited to providing service to City property and facilities and will provide general customer service to other Duke customers, Section 4.14 of the City Charter requires the conveyance of the easement to be approved by the City Commission by Ordinance.

The Public Works & Utilities Director has reviewed the request and believes the proposed easement will not interfere with existing operations at the City's Water Treatment Plant #2.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission hold a public hearing and adopt Ordinance 2025-13 granting an easement to Duke Energy Florida, LLC on second reading.

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, PURSUANT TO SECTION 4.14 OF THE CITY OF WINTER SPRINGS CHARTER AUTHORIZING THE CONVEYANCE OF A PERPETUAL EASEMENT TO DUKE ENERGY FLORIDA, LLC. ALONG THE WESTERN PROPERTY LINE WITH A WIDTH OF 7.5 FEET ON A CERTAIN PORTION OF REAL PROPERTY OWNED BY THE CITY OF WINTER SPRINGS WHICH IS GENERALLY DESCRIBED AS TAX PARCEL NUMBER: 28-20-30-5DR-00D0-0000 FOR PURPOSES OF CONSTRUCTING, OPERATING AND MAINTAINING OVERHEAD AND/OR UNDERGROUND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES, AND RELATED FACILITIES FOR PROVIDING ELECTRIC ENERGY SERVICES; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO FINALIZE AND EXECUTE ANY DOCUMENTS TO COMPLETE THE CONVEYANCE INCLUDING, BUT NOT LIMITED TO, THE DOCUMENTS APPROVED AND SET FORTH IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY, THE REPEAL OF PRIOR INCONSISTENT ORDINANCES, NON-CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law, and Section 4.14 of the City Charter authorizes the conveyance of City property by Ordinance; and

WHEREAS, the City is the fee simple owner of that certain property located in Winter Springs, Florida, currently being utilized as a utility spray field and described as Seminole County Parcel ID: 28-20-30-5DR-00D0-0000 (the "Subject Property"); and

WHEREAS, Duke Energy wishes to replace and upgrade existing improvements on the Subject Property and construct certain improvements within a portion of the Subject Property as further indicated, and described on the Easement attached hereto as **Exhibit A** (the Easement Area); and

WHEREAS, Duke Energy intends to construct the improvements within the Easement Area as part of its Feeder Hardening program that will enable the feeder backbone within the area to better withstand extreme weather events, and the implementation of the Feeder Hardening program will benefit all customers including City of Winter Springs residents by increasing resiliency and reliability of the distribution infrastructure; and

WHEREAS, Duke Energy has requested an Easement from the City over a portion of the Subject Property for purposes of implementing the Feeder Hardening program; and

WHEREAS, the proposed Easement is perpetual and not a service easement limited to providing service to the Subject Property, and therefore, the City Charter requires the easement to be conveyed by Ordinance; and

WHEREAS, the City Commission hereby finds that the easement conveyance contemplated by this Ordinance serves a public purpose and is in the best interests of the citizens of Winter Springs and Seminole County; and

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.

Section 2. **Conveyance of Real Property.** Pursuant to Section 4.14 of the City Charter, the City Commission of the City of Winter Springs hereby authorizes the City to convey the Easement attached hereto as **EXHIBIT "A"** to Duke Energy. **EXHIBIT "A"** is hereby deemed fully incorporated herein by this reference.

Section 3. **Authority to Complete Conveyance.** In conjunction with the conveyance authorized by Section 2 of this Ordinance, the Mayor, City Manager and City Attorney are authorized to finalize and execute whatever documents are necessary to complete the conveyance of the Easement.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions**. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Non-Codification.** This Ordinance shall not be codified in the City Code.

Section 7. **Effective Date**. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the ____ day of _____, 2025.

_____
KEVIN McCANN, Mayor

ATTEST:

_____
CHRISTIAN GOWAN, City Clerk

Approved as to legal form and sufficiency for the City of Winter Springs only:

_____
ANTHONY A. GARGANESE, City Attorney

Legal Advertisement:
First Reading:
Second Reading:
Effective Date:

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Land Services
299 1st Ave N
Mail Code: FLMAILROOM
St. Petersburg, Florida 33701

Parcel # 28-20-30-5DR-00D0-0000

EASEMENT

State of Florida
County of Seminole

THIS EASEMENT ("**Easement**") is made this ____ day of July, 2025, from **CITY OF WINTER SPRINGS**, a Florida municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines for purposes of providing a transmission and distribution line under and across the Easement Area described below to provide service to customers beyond the Property, and to also provide service to the Property described below, including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property legally described as follows:

Tract "D" of the Highlands, Section Five, as recorded in Plat Book 19, Page 45 of the Official Public Records of Seminole County, Florida. (hereinafter referred to as the "Property")

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

The West Seven and a Half Feet (7.5') of Tract "D" of THE HIGHLANDS SECTION FIVE, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of reasonable ingress and egress over the Easement Area, only as reasonably necessary, over other portions of the Property and any adjoining lands now owned or hereinafter acquired by Grantor, using existing lanes, driveways, and adjoining public roads where practicable as mutually agreed upon by the parties when feasible.

2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at reasonable times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions, but only to the extent reasonably necessary to protect or access the Facilities.

3. Grantee shall have the right to trim, cut down, and remove from the Property, at reasonable times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the reasonable opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities. Grantee shall provide prior notice to Grantor before undertaking such activities outside the Easement Area, when practicable.

4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area, provided that any such installation extending beyond the boundaries of the Easement Area shall be subject to Grantor's prior written consent, which shall not be unreasonably withheld.

5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations mandated by a governmental authority, and with reasonable notice to Grantor and consultation on the location, provided such location must not interfere with the Grantor's utilities operation on the Property.

6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or immediately adjacent to the Easement Area that unreasonably interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction, at the expense of Grantor, only upon reasonable notice and a reasonable opportunity for Grantor to cure the violation.

7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property (including any building and equipment owned by Grantor thereon) resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.

8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities only to the extent reasonably necessary to provide safe and reliable service to the Property.

9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve existing and future development on the Property. Facilities installed outside the designated Easement Area shall be installed only upon mutual written agreement of the parties hereto. Upon such agreement, the Easement Area shall be deemed to include such future locations.

10. All other rights and privileges reasonably necessary, in Grantee's reasonable discretion, and consistent with the other provisions herein, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

11. Grantee agrees to indemnify and hold Grantor harmless for, from and against any and all losses, claims or damages incurred by Grantor arising directly from Grantee 's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of Grantee's facilities located on the above described easement. Grantor covenants not to interfere with Grantee's facilities within the Easement Area in Grantor's premises, and Grantor further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to persons or property, resulting from interference with Grantee's facilities by Grantor

or by Grantor's agents or employees.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights. This Easement shall be governed by Florida law.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 2025.

Witnesses:

CITY OF WINTER SPRINGS
a Florida municipal corporation

_____
(Witness #1)
Printed Name: _____
Address: _____

_____
KEVIN McCANN, MAYOR

Grantor(s) Mailing Address:

1126 East State Rd. 434
Winter Springs, FL 32708

_____
(Witness #2)
Printed Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by KEVIN McCANN, MAYOR of CITY OF WINTER SPRINGS, a Florida municipal corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

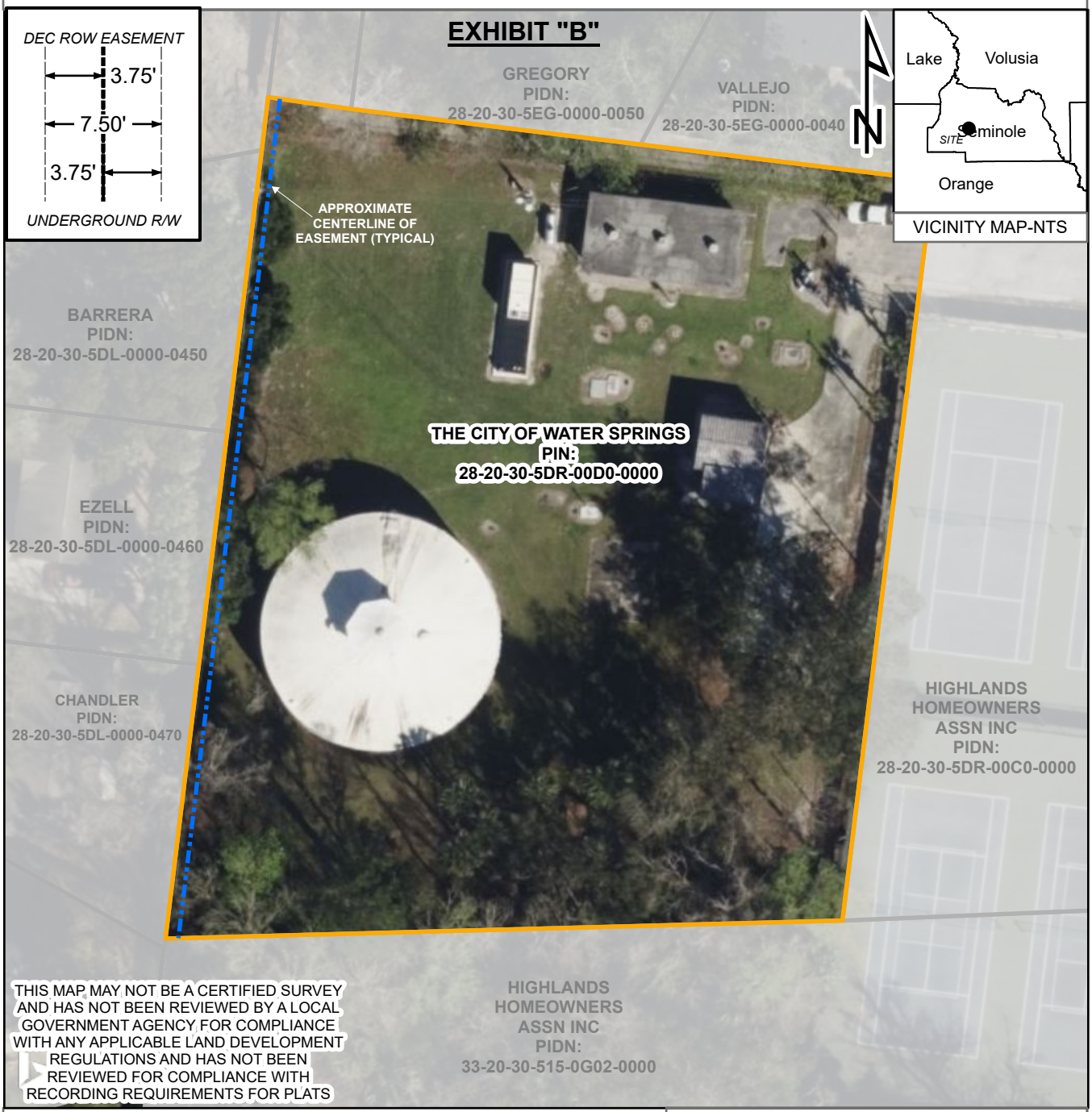
(Notary Seal)

Notary Public: _____
Printed/ Typed Name: _____
Commission Expires: _____

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE.
THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.

EXHIBIT "B"



LEGEND

- PROPOSED PEDESTAL
- CENTERLINE
- ADJACENT PROPERTY BOUNDARY
- PROPERTY BOUNDARY

DUKE ENERGY®

APPROXIMATE LOCATION OF DISTRIBUTION R/W ACROSS PROPERTY OF

THE CITY OF WATER SPRINGS

LOCATION: 700 SHEOAH BLVD, WATER SPRINGS, FLORIDA 32708

SCALE: 1:558 DATE: 6/23/2025

DRAWN: JN CHECKED: KA

DWG NO: SHEET: 1 of 1

Substation Optimization Overview for North Longwood Circuit M1757

Substation Optimization is a comprehensive plan for identified circuits that incorporates feeder hardening construction practices and the placement of self-optimizing equipment to improve the survivability and reliability of the circuit. This plan uses the FEMA HAZUS and SLOSH models, which contain the weather data for storms over the last 200 years. Distribution subject matter experts then use these outputs to determine the optimum deployment plan considering factors such as current projects in the area, critical customers, operational knowledge, and resource availability.

Feeder Hardening is a long-term program that will systematically rebuild the feeder backbone to Grade B construction and meet the loading requirements of both NESC 250B Combined Ice and Wind District Loading and 250C Extreme Wind Loading.

> **Grade B Construction** Strengthen the line by employing larger load factors (margins of safety) to the forces on the structures as well as greater strength reduction factors for the materials that support the forces on structures. In other words, the structures will be stronger.
>
> **Rule 250B** Combined Ice and Wind District Loading defines the conditions by zone. All of Florida is in the "Light Loading Zone" which states that forces must be calculated at 30 ºF and with a 60-mph wind.
>
> **Rule 250C** Extreme Wind Loading states the forces must be calculated at 60 ºF with a wind defined by the proximity to the coastline. Wind speed ranging from 100 to 140 must be considered in Florida depending on the location.

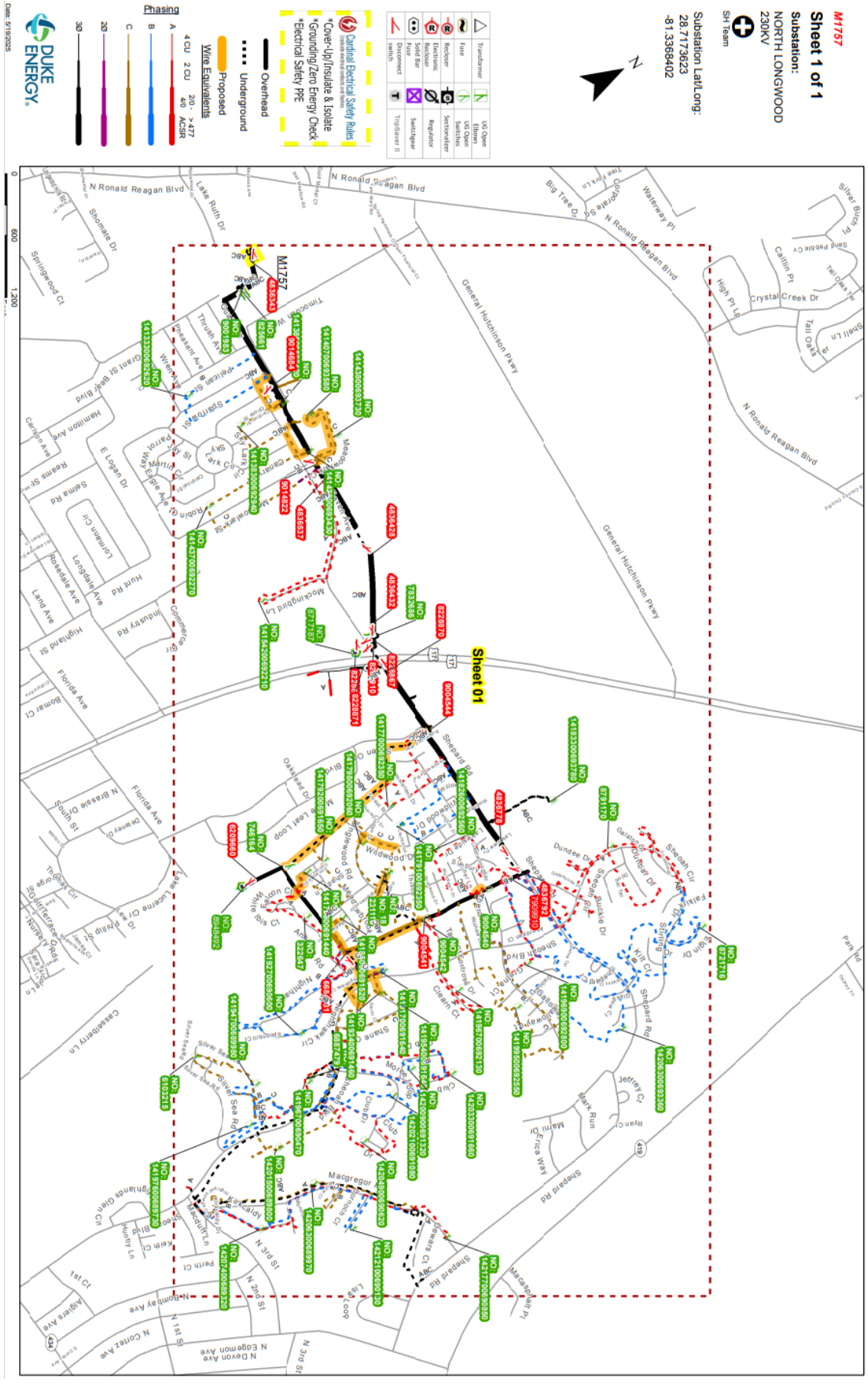
The Feeder Hardening program will enable the feeder backbone to better withstand extreme weather events. This includes strengthening structures, updating BIL (basic insulation level) to current standards, updating conductor to current standards, relocating difficult to access facilities, and replacing oil filled reclosers as appropriate. This will include the grid deployment of automated isolation and restoration equipment as dictated by circuit topography.

Specifically, Duke Energy's North Longwood Substation, located on Ronald Reagan Blvd, circuits M1757, M1758 and M1760 have been selected for hardening activities. The route of circuit M1757 takes it into the boundaries of the City of Winter Springs. The following statistics apply to Circuit M1757:

- Approximate feet to be harden: 11,370
- Total customers on Circuit: 1,689
- Total customers in City of Winter Springs: 1,464

The implementation of the feeder hardening program will benefit all customers including City of Winter Springs residents by increasing the resiliency and reliability of the distribution infrastructure. This includes the upgrades in poles and wire engineered to meet NESC 250B and 250C loadings along with relocation of lines underground in sections that are difficult to access (like the section across the Winter Springs facility at 700 Sheoah Blvd) all contribute to improving reliability and maintainability. Additionally, upgrades to the automated restoration network allow for reduced sectionalization and isolation times to limit the scope (number of affected customers) of any outages that may occur.

M1757 Net Map



Existing Facilities at 700 Sheoah Blvd:





- The red section above is to be remain overhead but with stronger poles since it is accessible. The yellow section above is not bucket truck accessible, thus, remaining overhead would provide difficulty in reducing outage times. Due to the inaccessibility of the yellow section, this will be rerouted UG.

Proposed UG (including 1000 AL ONLY)

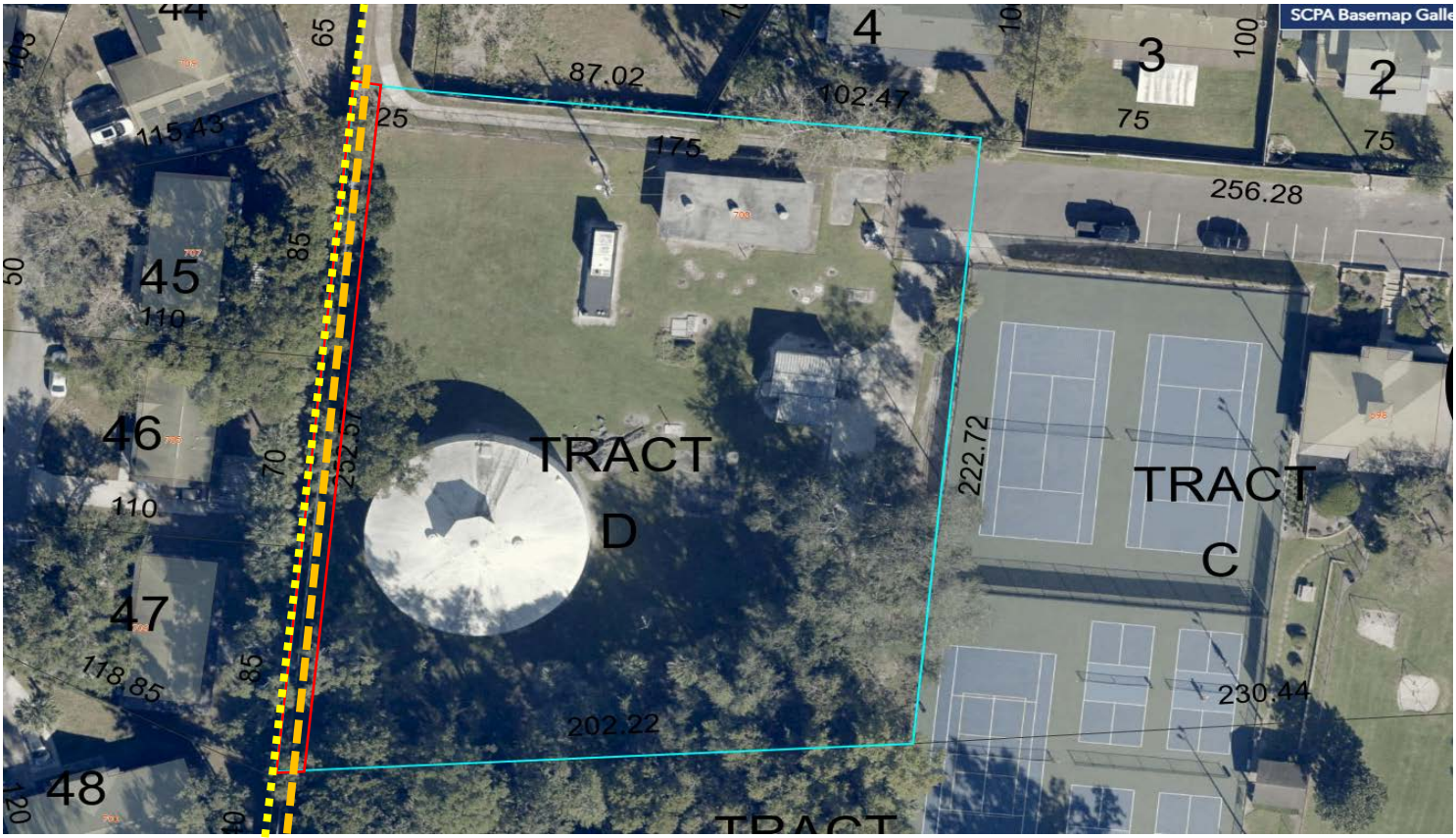


Easement Area: The proposed easement will be located along the western property line with a width of 7.5 feet. Currently Circuit M1757 runs overhead along the west property line. A directional bore would be employed to place a 6-inch conduit down the center of the 7.5-foot easement section to house the underground primary cables. This would provide clearance for the water storge tank that is located approximately 20 feet from the west property line. Private locate services have verified the proposed underground path is clear of any obstructions.

Existing OH to be removed

Proposed UG

Easement Boundary (7.5' x 252.57')



CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
TELEPHONE: (407) 327-1800
FACSIMILE: (407) 327-4753
WEBSITE: www.winterspringsfl.org

BUSINESS IMPACT ESTIMATE PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published.

City Commission Meeting Dates: July 14, 2025; August 11, 2025

Ordinance Number: 2025-13

Posted To Webpage: Monday, July 28, 2025

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

[Insert Title]

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances 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 a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163-163.3243;

__ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

This Business Impact Estimate may be revised following its initial posting.

Part I.
Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Winter Springs.)

[INSERT SUMMARY]

Part II.
Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Springs: (fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

Not applicable_____

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

Not applicable_____

_____

(c) An estimate of the City of Winter Springs' regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Not applicable_____

_____

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

No businesses are likely to be impacted by the ordinance_____

_____

Part IV.
Additional Information the City Commission may find useful (if any):

_____

_____

_____

_____

This Business Impact Estimate may be revised following its initial posting.

Orlando Sentinel
MEDIA GROUP

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
City Of Winter Springs - CU00116922
1126 E State Road 434
Winter Springs, FL 32708-2715

Bill To:
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1126 E State Road 434
Winter Springs, FL 32708-2715

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jul 28, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 29 day of July, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7843357

Orlando Sentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS

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AND

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, PURSUANT TO SECTION 4.14 OF THE CITY OF WINTER SPRINGS CHARTER AUTHORIZING THE CONVEYANCE OF A PERPETUAL EASEMENT TO DUKE ENERGY FLORIDA, LLC. ALONG THE WESTERN PROPERTY LINE WITH A WIDTH OF 7.5 FEET ON A CERTAIN PORTION OF REAL PROPERTY OWNED BY THE CITY OF WINTER SPRINGS WHICH IS GENERALLY DESCRIBED AS TAX PARCEL NUMBER: 28-20-30-5DR-00D0-0000 FOR PURPOSES OF CONSTRUCTING, OPERATING AND MAINTAINING OVERHEAD AND/OR UNDERGROUND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES, AND RELATED FACILITIES FOR PROVIDING ELECTRIC ENERGY SERVICES; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO FINALIZE AND EXECUTE ANY DOCUMENTS TO COMPLETE THE CONVEYANCE INCLUDING, BUT NOT LIMITED TO, THE DOCUMENTS APPROVED AND SET FORTH IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY, THE REPEAL OF PRIOR INCONSISTENT ORDINANCES, NON-CODIFICATION AND AN EFFECTIVE DATE.

CITY COMMISSION SECOND READING/ADOPTION
PUBLIC HEARING WILL BE HELD ON
MONDAY, AUGUST 11, 2025
AT 6:30 P.M. OR SOON THEREAFTER IN THE
COMMISSION CHAMBERS LOCATED AT
WINTER SPRINGS CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434

Orlando Sentinel
MEDIA GROUP

Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinance. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.
7/28/2025 7843357

7843357

REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Arbor Fees for Blake Commons Plat Area and Seahawk Cove Extension Project

SUMMARY

On Monday June 23, 2025, the City Commission considered Item 404 requesting approval of final engineering and site plan, final plat, waivers, removal of three(3) Specimen Trees, and Development Agreement for the Sea Hawk Cove Extension Project. The City Commission approved Item 404 by a 3-2 vote with an amendment to the proposed development agreement removing language referencing and/or requiring payment of an arbor fee in the amount of $227,400 for the area comprising the Sea Hawk Cove extensions and the three commercial frontage lots (Blake Commons Lots 1, 2 and 3). Instead, the City Commission gave directions to include payment of an arbor fee in the amount of $7,200 for the removal of three specimen trees on the entire Blake Common plat property.

The Blake Common Plat approved by the Commission includes the commercial frontage lots (Lots 1, 2, and 3), the Sea Hawk Extension, and Lot 4 for future residential use.

On July 14, 2025, the City Commission, by a 3–2 vote, directed staff to return with an agenda item for further consideration. The item may include potential rescission of the Commission's June 23, 2025 action related to the development agreement and arbor fee, as well as an opportunity to provide additional direction.

The City Staff and City Attorney prepared the attached partial timeline of material events to assist in understanding the background of this matter. Supporting documents referenced in the timeline are also attached. Additionally, attached to this agenda item are the key recorded development agreements affecting the subject property:

- Winter Springs Holdings, Inc. Future Development Commitment Agreement - November 10, 2010
- Winter Springs Holdings, Inc. (Pollack Shores) Development Agreement - March 10, 2015, and
- Winter Springs Holdings, Inc First Modification of Development Agreement January 9, 2017.

FUNDING SOURCE

RECOMMENDATION

City Staff and City Attorney recommends the City Commission review the information presented and make a final decision on the Arbor Fees for the Blake Commons Plat Area and Seahawk Cove Extension Project, and provide any other direction deemed appropriate.

City Commission Agenda Item-August 11, 2025
Catalyst Arbor Fee

Set forth below is a partial timeline of material events provided to assist in understanding the background of this matter. 8.6.2025

Date	Document	Description Summary
2/23/2007	Winter Springs Town Center Phase II Implementation Agreement, recorded in Book 6599, p. 1705	The City and Main Street Associates, LLC. (aka James Doran Company) agreed to a multi-phase development program for the Town Center Phase II from Tuskawilla Road behind McDonalds east towards the Cross Seminole Trail Bridge. Phase II-A received final engineering approval by the City Commission. (approx.. 46 +- acres).
9/12/2007	Special Warranty Deed	Due to the economic downturn in 2007, Main Street Associates, LLC. could not commence construction and was forced to convey the 46 +- acres to its lender, the International Brotherhood of Electric Workers (IBEW) Pension Fund (aka, Winter Springs Holdings, Inc.)
11/10/2010	**Future Development Commitment Agreement**	The City and Winter Springs Holdings, Inc. memorialize the remaining commitments being carried forward from the Implementation Agreement regarding neighborhood squares and the master stormwater plan after the parties agreed to terminate the 2007 Town Center Phase II Implementation Agreement.
2/9/2015	City Commission Agenda Item 500	Commission approves **Original Development Agreement** with Winter Springs Holdings, Inc. (aka IBEW Pension Benefit Fund), recorded April 9,2015 in Book 8446, Page 1131 Pollack Shores Concept Plan -46.687 acres (Multi-family/Mixed Use Apartment Project – S.R. 434)
12/4/2015	Email from Randy Stevenson, former Community Development Director, to City Attorney	Calculation of Arbor Fees for Blake Apartments (6.45 acres) including ACOE work related to master stormwater pond based on **$250 per credit**. 1,843 replacement credits – 740 tree replacement credits per landscape plan x $250 = $275,750
12/14/2015	City Commission Agenda Item 505	City Commission approves Final Engineering, Aesthetic Review, and *first version of First Modification* of Development Agreement with Winter Springs Holdings, Inc. for 279 standalone apartment dwellings DA Paragraph 3(b) – Adjusted City Arbor Fee = $275,750
12/17/2015	City Attorney letter to Brian Love, attorney for Winter Springs Holdings, Inc.	Transmitting *first version of First Modification* for execution by Winter Springs Holdings, Inc. Executed *first version of First Modification* never received by the City.
11/2/2016	Email from Randy Stevenson to former City Manager, Kevin Smith, forwarding 11/1/2016 email received from Paul Saylor, authorized representative of Winter Springs Holdings, Inc.,	P. Saylor advised R. Stevenson that Winter Springs Holdings, Inc. is under contract with Catalyst Development Partners to acquire the multi-family site and also has a letter of intent from Catalyst to acquire the small commercial parcels on either side of McDonalds. He acknowledges City's concerns about unsigned Development Agreement. He also advised that Meritage Homes made an offer for the larger 16.5 acres commercial parcel.
11/8/2016	Email from Randy Stevenson to City Attorney	Staff preparing changes to the Pollack Shores DAs for consideration by the Commission

City Commission Agenda Item-August 11, 2025
Catalyst Arbor Fee

Set forth below is a partial timeline of material events provided to assist in understanding the background of this matter. 8.6.2025

11/8/2016	Email from Randy Stevenson to Brian Fields, former City Engineer	Transmitting revised version of First Modification Paragraph 3(b) – Adjusted City Arbor Fee =$144,660 The Arbor Fee is comprised of the following components: Tree mitigation credits: $133,500 Specimen tree removal $ 5,000 Arbor Permit $ 11,160
11/29/2016	Brian Fields email to City Attorney with copy to former City Manager, Kevin Smith	Staff ready to proceed with the new "First Modification" of the DA (draft markup attached) incorporating several changes including: Paragraph 3(b). Arbor fee has been reduced based on new Arbor Ordinance.
11/28/2016 & 11/31/2016	Email exchange between Randy Stevenson and Bob Lochrane, project developer engineer, with copy to city staff and other Catalyst representatives	The Email exchange reflects several City Responses to questions regarding tree mitigation costs using the lower rate of **$150 per credit**. B. Lochrane question: Can you update us on the exact tree mitigation cost using the lower rate? I believe you had indicated that you would re-compute it and provide a printout of how the final fee was obtained. R. Stevenson response: At the present time, the tree mitigation numbers are as follows: Replacement credits required 1,630 Credits planted per the landscape plan 740 Credits to be mitigated via arbor fund donation 890 **($150)** = $133,500 5 Specimen Trees $5,000 Arbor Permit $11,160 Total $149,660 B. Lochrane question: **Tree Mitigation Costs** – The Developer is requesting that this cost be based on the current lower unit price for tree mitigation and that they be assessed only 50% of the mitigation cost of trees previously removed by the Seller east of Michael Blake Boulevard pursuant to the ACOE permit. R. Stevenson response: The City will use the lower unit price for mitigation credits, but no reduction for the ACOE mitigation tree removals. Payment for these credits can be negotiated separately between Catalyst and the IBEW.
11/29/2016	Email exchange between Brian Fields and Bob Lochrane, with copy to Catalyst group	p. 4 B. Lochrane comment to Catalyst group: "a) Arbor fee to be set using the current lower cost guidelines – this is what we had asked for,"
12/21/2016	Email from Catalyst Attorney to B. Fields et. al.	Edits to new version of First Modification
1/9/2017	City Commission Agenda Item 307	City Commission approved new version of First Modification of Development Agreement.

City Commission Agenda Item-August 11, 2025
Catalyst Arbor Fee

Set forth below is a partial timeline of material events provided to assist in understanding the background of this matter. 8.6.2025

		Agenda Item states that the proposed First Modification of the Development Agreement (Exhibit A) replaces the previously approved (but not signed) Agreement and incorporates the following changes: 1. [omitted] 2. [omitted] 3. Reduces the amount due for the Arbor Fee based to match the recently updated Arbor Ordinance. Fiscal Impact: The revised First Modification of the Development Agreement includes a reduction in the Arbor Fee from $275,750 to $149,660, based on the recently adopted changes to the Arbor Ordinance....
1/31/2017	**First Modification of Development Agreement between the City and Winter Springs Holdings, Inc., dated January 9, 2017, is recorded at Book 8852, Page 1719**	Agreement related to multi-family residential project located on the east side of Tuskawilla Road, north of S.R. 434 and west of Michael Blake Boulevard (aka "Blake Apartments") See Paragraph 3(b) – Adjusted City Arbor Fee =$144,660 **NOTE:** This is the Agreement currently being interpreted by the Mayor and City Commission.
3/1/2017	Deed recorded at Book 8871, p. 1604	Winter Springs Holdings, Inc. conveys property west of Michael Blake Boulevard to Winter Springs Apartments, LP (aka Catalyst) This property was platted by Winter Springs Apartments, LP as the Winter Springs Apartments – A Replat (approx.. 14.384 acres)
10/23/2017	Winter Springs Apartments – A Replat, Plat Book 82, p. 63	Platted property includes property now known as: Blake Apartments, Fisher Eye, Chase Bank, Wendys, JDBS Winter Springs vacant corner lot, portion of Michael Blake Boulevard, Eagle Edge Lane, Tree Swallow Drive, and Sea Hawk Cove west of Michael Blake Boulevard.
7/2/2018	Deed recorded at Book 9168, p. 1498	Winter Springs Holdings, Inc. conveys 8.107 acres east of Michael Blake Boulevard to Tuskawilla Retail Partners II, LLC (aka Catalyst) This property, recently platted as Blake Commons, is presently under discussion regarding Arbor Fees.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07486 Pgs 0146 - 154; (9pgs)
CLERK'S # 2010136465
RECORDED 11/29/2010 02:05:52 PM
RECORDING FEES 78.00
RECORDED BY T Smith

Prepared by and return to:
Anthony A. Garganese
City Attorney of Winter Springs
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802

FUTURE DEVELOPMENT COMMITMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into effective this 10th day of November, 2010, by and between **Winter Springs Holdings, Inc.**, a Delaware corporation, whose address is 900 Seventh Street NW, Ste. 1020, Washington, DC 20001, and its successors and assigns (the **"Owner"**), and the **City of Winter Springs**, Florida (the **"City"**), a Florida Municipal Corporation, whose address is 1126 E. State Road 434, Winter Springs, FL 32708.

COMMON RECITALS:

WHEREAS, the Owner is the owner in fee simple title to certain real property (the "Property") described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, the Property was subject to that certain Implementation Agreement (the "Implementation Agreement"), recorded in the Public Records of Seminole County, Florida in Official Records Book 6599, Pages 1705-1726; and

WHEREAS, the Owner and the City entered into an Agreement, dated August 23,2010, to terminate the Implementation Agreement in accordance with the conditions set forth in Section 3 thereof, which shall be recorded in the Public Records of Seminole County, Florida prior to the recordation of this Agreement (**"Termination Agreement"**); and

WHEREAS, Section 3.6 of the Termination Agreement required that the City and the Owner enter into this Agreement to memorialize the future development obligations which are restated from the Termination Agreement as set forth herein.

WITNESSETH:

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and in consideration of the termination of the Implementation Agreement and in accordance with the Termination Agreement, the parties agree as follows:

1. **Recitals.** The parties agree and acknowledge that the recitals above are true and correct and that it is the intent of the parties by entering into this Agreement to create a legally binding contract.

2. **Future Obligations on the Property.** In accordance with Section 3.6 of the Termination Agreement, Owner hereby restates the following existing commitments with respect to the Property:

2.1 Owner agrees to convey to the City two small neighborhood squares # 4 (minimum .42 acres) and #5 (minimum .44 acres), such acreage to include all rights-of-way around the perimeter of each neighborhood square, at such time the City determines the squares are needed in conjunction with the future development of the Property. The location of the neighborhood squares are generally depicted on **EXHIBIT "B,"** which is attached hereto and fully incorporated herein by this reference. However, the Owner and the City agree that the parties may mutually agree in writing to modify the location of the neighborhood squares in order to accommodate the future development plans on the Property. The conveyances shall be at no cost to the City by special warranty deed for fee simple title.

2.2 Owner shall be responsible for designing, permitting, and constructing a master stormwater plan for the Property, which is intended to include the handling of stormwater runoff from Spine Road (Michael Blake Boulevard) which is being simultaneously conveyed to the City with the execution and delivery of this Agreement. Owner shall construct the permanent master stormwater facilities at such time the Property is developed in accordance with all applicable St. Johns Water Management District ("**SJRWMD**") and any other applicable regulatory permitting requirements. The permanent stormwater facilities located outside of the Spine Road Property shall remain privately owned and maintained, with a drainage easement dedicated to the City over all stormwater facilities supporting Spine Road at such time the permanent facilities are constructed and approved by the City. In the event that the City chooses to construct Spine Road in advance of substantial development of the Property and before the permanent stormwater facilities are in place, Owner shall grant the City a right-of-entry to construct and maintain temporary stormwater facilities on the Property located outside of the Spine Road Property in accordance with a temporary drainage easement that is mutually acceptable to the Owner and the City. The area for the temporary stormwater facilities shall be generally located in the area depicted on **EXHIBIT "C,"** which is attached hereto and deemed fully incorporated herein by this reference. The right-of-entry and easement shall remain in place until the permanent stormwater facilities are constructed by the Owner. At the time the permanent drainage facilities are constructed and accepted by the City and the applicable regulatory agencies, Owner shall be responsible for the removal of all temporary drainage facilities. In addition to the right-of-entry and easement Owner shall grant the City authorization to utilize and/or modify any permits applicable to the construction of Spine Road. Owner agrees to cooperate with the City regarding any permit utilization and/or modification and shall execute applicable permit documents authorizing the permit utilization or modification to the extent required by the SJRWMD.

3. **Miscellaneous Provisions.**

3.1 **Applicable Law and Venue.** This Agreement shall be governed by and

construed under the laws of the State of Florida. The parties shall attempt in good faith to resolve any dispute concerning this Agreement through negotiation and/or mediation between authorized representatives. If these efforts are not successful, and there remains a dispute under this Agreement, either party may then file an action in the Circuit Court of Seminole County, which shall be the exclusive venue with respect to any disputes arising out of this Agreement. This Agreement shall not be construed or characterized as a development agreement under the Florida Local Government Agreement Act.

3.2 **Entire Agreement.** This Agreement is the entire agreement between the parties related to the subject matter expressed herein, and supersedes all previous oral and written representations, agreements and understandings between the parties related thereto. Except as otherwise provided herein, this Agreement shall only be amended or cancelled by mutual written consent of the parties hereto or by their successors in interest.

3.3 **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures and shall be binding upon all successors in interest to the parties.

3.4 **Notices.** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the parties designate the following as the respective places for giving notice:

For the Owner: Winter Springs Holdings, Inc.
c/o IBEW Pension Benefit Fund
900 Seventh Street NW, Suite 1020
Washington, DC 20001
Telephone:
Fax:

With a copy to: Potts-Dupre, Difede & Hawkins, chtd.
Attention: Jim Difede, Esq.
900 Seventh Street, NW, Suite 1020
Washington, DC 20001
Telephone: (202) 223-0888
Fax: (202) 223-3868

With a copy to: CS Capital Management
Attention: Brian Love
Paul Saylor
One Overton Park – Suite 240
3625 Cumberland Boulevard
Atlanta, GA 30339

Telephone: (770) 818-4040
Fax: (770) 818-4041

For the City: City of Winter Springs
Attn: City Manager
1126 E. State Road 434
Winter Springs, FL 32708
Telephone: 407-327-5957
Fax: 407-327-4753

3.5 **Attorneys Fees.** Each party shall bear their own attorneys fees regarding the drafting and implementation of this Agreement.

3.6 **Specific Performance.** If Owner defaults on its obligations set forth in Paragraph 2 of this Agreement, the City shall have the right to seek specific performance against the Owner in order to effectuate the required conveyances of the neighborhood squares and the City's use of the Property for Spine Road stormwater purposes. In such case, the City shall have the right to recover prevailing party attorneys fees and costs in the event the City must file an action to enforce the terms and conditions set forth in Paragraph 2.

3.8 **Recordation.** This Agreement shall be recorded in the Public Records of Seminole County, Florida, and shall run with the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first above written.

WITNESSES:

(signature)

Chris Edwards
(print name)

(signature)

Shawn Boyle
(print name)

CITY OF WINTER SPRINGS

By: _____
CHARLES LACEY, Mayor

ATTEST:

By: Joan L. Brown, Deputy City Clerk
for Andrea Lorenzo- Luaces, City Clerk

Date: November 12, 2010

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 12th day of November, 2010, by CHARLES LACEY, Mayor of the City of Winter Springs, (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Danielle Harker
Notary Public
Print Name: Danielle Harker
My Commission expires:

Notary Public State of Florida
Danielle Harker
My Commission DD663371
Expires 04/15/2011

WITNESSES:

(signature)

JAMES DIFEDE

(print name)

(signature)

Jennifer Hawkins

(print name)

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

By: Lindell K. Lee

Lindell K. Lee, President

Date: November 10, 2010

District of Columbia
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 10th day of November, 2010, by Lindell K. Lee, President of the Winter Springs Holdings, Inc., a Delaware corporation, (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Jo Ann Bowen

Notary Public

Print Name: Jo Ann Bowen
Notary Public, District of Columbia
My Commission Expires 5/14/2015

My Commission expires:

LEGIBILITY UNSATISFACTORY
FOR SCANNING

LEGAL DESCRIPTION:

A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S36°23'34"E A DISTANCE OF 27.48 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N30°04'56"E A DISTANCE OF 258.28 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE N30°04'56"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.82 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N30°04'56"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1279.13 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1110.99 FEET AND A CHORD BEARING OF S12°25'14"W, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE C.S.X. TRANSPORTATION INCORPORATED "LAKE CHARM BRANCH" RAIL CORRIDOR; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 6°17'08", A DISTANCE OF 121.87 FEET TO THE POINT OF TANGENCY; THENCE RUN S15°33'47"W A DISTANCE OF 1013.17 FEET TO THE NORTHWEST CORNER OF RELEASE PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 3988, PAGE 1095; THENCE DEPARTING SAID WESTERLY LINE RUN S87°01'44"E, ALONG THE NORTHERLY LINE OF SAID RELEASE PARCEL 2, A DISTANCE OF 104.80 FEET TO THE NORTHEAST CORNER OF SAID RELEASE PARCEL 2, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF ACQUISITION PARCEL B (THE RAILS TO TRAILS CORRIDOR) AS DESCRIBED IN OFFICIAL RECORD BOOK 4082, PAGE 164; THENCE CONTINUE S87°01'44"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 55.48 FEET; THENCE RUN S54°37'39"E A DISTANCE OF 147.17 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 85.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 61°16'51", A DISTANCE OF 90.91 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38°11'46", A DISTANCE OF 333.72 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°43'04"E A DISTANCE OF 187.98 FEET; THENCE RUN S46°13'52"E A DISTANCE OF 177.70 FEET; THENCE RUN S32°50'43"E A DISTANCE OF 882.97 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE AND THE NORTHWESTERLY LINE OF SAID ACQUISITION PARCEL B; THENCE RUN S50°31'58"W, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 997.66 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 434 (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 11 OF 13); THENCE DEPARTING SAID NORTHWESTERLY LINE RUN N38°43'16"W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 431.17 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7905.47 FEET AND A CHORD BEARING OF N37°00'57"W; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 3°24'37", A DISTANCE OF 470.54 FEET TO THE END OF SAID CURVE; THENCE RUN S51°16'44"W A DISTANCE OF 14.00 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 138.42 FEET TO THE SOUTHEAST CORNER OF AFORESAID RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 138.78 FEET TO THE SOUTHWEST CORNER OF RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 308.12 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2803, PAGE 843; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N30°04'56"E, ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 220.00 FEET; THENCE RUN N38°43'16"W, ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

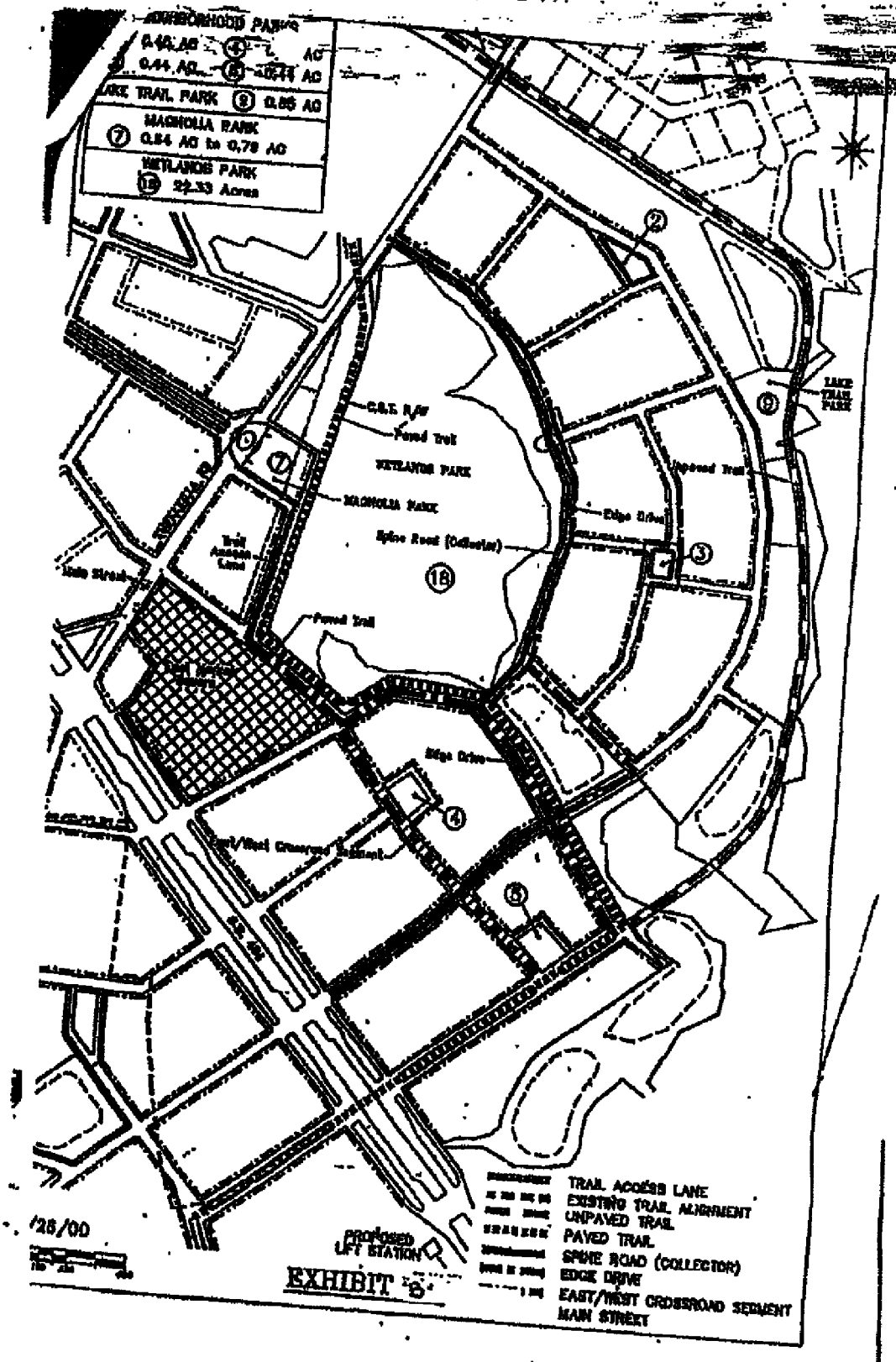
"A"

A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S36°23'34"E A DISTANCE OF 1728.58 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N50°31'58"E A DISTANCE OF 97.28 TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), AS SHOWN ON SAID RIGHT OF WAY MAP, FOR THE POINT OF BEGINNING; THENCE RUN N50°31'58"E A DISTANCE OF 1,033.48 FEET; THENCE RUN N39°28'02"W A DISTANCE OF 15.00 FEET; THENCE RUN N50°31'58"E A DISTANCE OF 108.44 FEET; THENCE RUN S83°03'12"E A DISTANCE OF 94.74 FEET; THENCE RUN S47°54'38"E A DISTANCE OF 34.00 FEET; THENCE RUN S37°58'33"E A DISTANCE OF 57.61 FEET; THENCE RUN S66°24'08"E A DISTANCE OF 52.42 FEET TO THE EASTERLY LINE OF BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP AS RECORDED IN PLAT BOOK 1, PAGE 5; THENCE RUN S09°13'52"W ALONG SAID EASTERLY LINE OF BLOCK "A" A DISTANCE OF 251.48 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN S62°38'00"W A DISTANCE OF 109.52 FEET; THENCE RUN S50°54'04"W A DISTANCE OF 11.72 FEET; THENCE RUN S22°01'13"W A DISTANCE OF 65.99 FEET; THENCE RUN S29°00'27"W A DISTANCE OF 44.28 FEET; THENCE RUN S82°05'03"W A DISTANCE OF 9.80 FEET; THENCE RUN S26°03'23"W A DISTANCE OF 97.97 FEET; THENCE RUN S44°20'04"E A DISTANCE OF 176.05 FEET; THENCE RUN S37°21'57"E A DISTANCE OF 71.89 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF BLOCK "A"; THENCE RUN ALONG SAID EASTERLY LINE OF BLOCK "A" S09°13'52"W A DISTANCE OF 42.88 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN N27°58'28"W A DISTANCE OF 41.28 FEET; THENCE RUN N36°31'04"W A DISTANCE OF 54.59 FEET; THENCE RUN N52°32'01"W A DISTANCE OF 245.40 FEET; THENCE RUN S88°08'27"W A DISTANCE OF 57.89 FEET; THENCE RUN S86°37'02"W A DISTANCE OF 59.09 FEET; THENCE RUN S46°28'24"W A DISTANCE OF 41.50 FEET; THENCE RUN S28°55'33"W A DISTANCE OF 34.27 FEET; THENCE RUN S10°02'16"W A DISTANCE OF 55.95 FEET; THENCE RUN S0°31'47"W A DISTANCE OF 52.29 FEET; THENCE RUN S07°31'13"W A DISTANCE OF 30.86 FEET; THENCE RUN S00°47'47"W A DISTANCE OF 48.12 FEET; THENCE RUN S07°28'22"W A DISTANCE OF 52.87 FEET; THENCE RUN S47°06'00"W A DISTANCE OF 15.29 FEET; THENCE RUN S79°36'01"W A DISTANCE OF 89.29 FEET; THENCE RUN N89°18'43"W A DISTANCE OF 98.92 FEET; THENCE RUN N80°30'07"W A DISTANCE OF 119.48 FEET; THENCE RUN S86°04'53"W A DISTANCE OF 186.65 FEET; THENCE RUN S09°31'29"W A DISTANCE OF 3.05 FEET; THENCE RUN N38°52'11"W A DISTANCE OF 121.02 FEET; THENCE RUN S51°16'44"W A DISTANCE OF 8.00 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD; THENCE RUN ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD N38°43'16"W A DISTANCE OF 73.56' TO THE POINT OF BEGINNING.

CONTAINS 46.553 ACRES (2,027,846.68 SQ. FT.), MORE OR LESS.

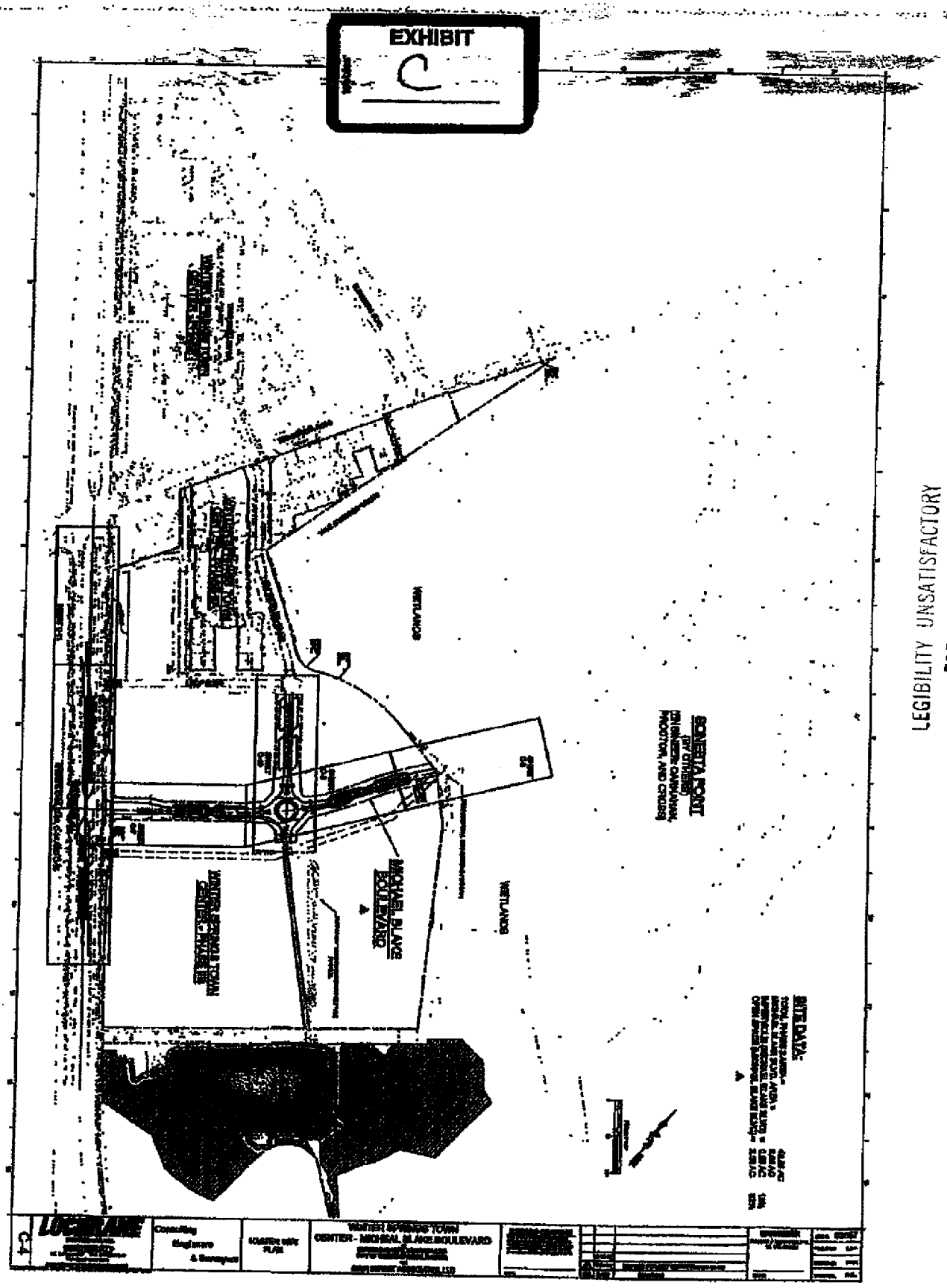
EXHIBIT "A"



LEGIBILITY UNSATISFACTORY
FOR SCANNING

EXHIBIT

C



LEGIBILITY UNSATISFACTORY
FOR SCANNING

RECEIVED

APR 20 2015

CITY OF WINTER SPRINGS
OFFICE OF THE CITY CLERK

BROWN, GARGANESE, WEISS & D'AGRESTA
Post Office Box 2873
Orlando, Florida 32802-2873

April 17, 2015

Andrea Lorenzo-Luaces, MMC
City Clerk
City of Winter Springs
1126 East State Road 434
Winter Springs, FL 32708

Dear Ms. Lorenzo-Luaces,

Enclosed is the original recorded Development Agreement for Pollack Shores for the City's records. If anything else is needed please let us know.

Sincerely,

Kim Isaac
Administrative Assistant

MARYANNE MORSE, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
BK 08446 Pgs 1131 - 1144; (14pgs)
CLERK'S # 2015037357
RECORDED 04/09/2015 10:15:00 AM
RECORDING FEES 120.50
RECORDED BY Thabe Vore

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
Anthony Garganese
City Attorney of Winter Springs
Brown Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

10th **THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and executed this day of March , 2015 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..,** a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is subject to the City's specific Town Center Comprehensive Plan policies and land development codes ("Town Center Policies"); and

WHEREAS, Developer desires to construct a phased development project on the Property which is generally located on, and fronting, the north side of S.R. 434 and both sides of Michael Blake Boulevard that is keeping in the character of the Town Center Policies ("Project"); and

WHEREAS, the initial phase of the Project located west of Michael Blake Boulevard will consist of two or more residential apartment buildings and mixed use buildings ("Initial Phase"); and

WHEREAS, the Developer has requested that the City Commission grant an optional preliminary approval of the Project in accordance with Section 20-321(b)(2) of the Town Center District Code and this Agreement; and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the definitions created in the parentheticals for the terms "Agreement," "Property," "Project," "Initial Phase", and "Town Center Policies," and

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b)(2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this Agreement, the City and Developer hereby agree as follows:

(a) **Approval of Concept Plan.** Developer shall design, permit and construct the Initial Phase of the development project consisting of a combination of standalone multi-family units and commercial/multi-family mixed use units on a portion of the Property as generally depicted on the conceptual development plan which is attached hereto and fully incorporated herein as **Exhibit "B."** Further, the architecture of the residential buildings for the development project shall be designed in a manner substantially similar to the building elevation which is attached hereto and fully incorporated herein as **Exhibit "C."** The conceptual development plan and the building elevation shall hereinafter be called the "Concept Plan." If the Developer chooses not to terminate this Agreement pursuant to Paragraph 21 herein, and proceed with the Initial Phase, the Developer shall submit proposed building elevations for the mixed use buildings for the City's consideration after the Effective Date of this Agreement in accordance with the Town Center District Code. The number of dwelling units permitted within the aforementioned Initial Phase of the development project shall not exceed three hundred (300) dwelling units. Notwithstanding the City's approval of the Concept Plan, Developer shall have the obligation to further submit and obtain the City's approval of a final site plan and final engineering plans which approval shall not be unreasonably withheld if said plans are consistent with the Concept Plan in all material respects and in compliance with the City Code. Developer shall also have the obligation to construct aesthetic reasonable enhancements to the Project consistent with the Town Center District Code and the City's aesthetic review process and requirements. Developer acknowledges and agrees that the Concept Plan was not presented to the City with specific surveyed dimensions and that during the final site plan and final engineering process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. Further, the elevations, roof lines, and architectural features depicted in the Concept Plan for the residential buildings may have to be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code. As such, Developer and the City agree that the Concept Plan is subject to reasonable adjustments at the final site plan and final engineering phase in order to bring the Project into full compliance with the City Code, particularly the Town Center District Code.

(b) **Master Stormwater Retention Facility.** The parties acknowledge and agree that the Developer has a pre-existing obligation to design, permit and construct permanent master stormwater facilities for the entire Property including the portion covered by this Project. Said obligation is memorialized in that certain Future Development Commitment Agreement by and between the City and Winter Springs Holdings, Inc., dated November 10, 2010, and recorded in O.R.B. 07486, Page 0146-154 ("Existing Agreement") and remains in full force and effect. The construction of the permanent master stormwater facilities are now required to be designed, permitted and constructed by Developer in conjunction with this Project. The permanent master stormwater facilities shall be owned and maintained by the Developer, with a drainage easement dedicated to the City over all of the stormwater facilities supporting Michael Blake Boulevard and other related City streets.

Pursuant to the Existing Agreement, Developer agrees to design, permit and construct the master stormwater facilities concurrent with the Initial Phase of the Project. Said facilities shall be located as generally depicted on the Concept Plan. For purposes of interpreting the aforesaid paragraph 3.6 (B), the parties acknowledge that "Spine Road" is now known as Michael Blake Boulevard and Developer shall be considered the "Owner."

(c) **Access Points and Street Frontage.** The access points and street frontage depicted on the Concept Plan are intended to be tentative representations that still require additional reasonable City staff review and comments during the site plan and final engineering review phase of the Project before the access points and street frontage are engineered by Developer.

(d) **New Streets.** Any new streets constructed by the Developer in furtherance of the Project shall be public streets and all such streets shall be conveyed to the City. All such land conveyances shall be by warranty deed and free and clear of all encumbrances, unless prior to the conveyance, the City notifies the Developer, in writing, that it will accept an encumbrance based on the City's determination that the encumbrance does not materially interfere with the use or maintenance of the street being conveyed.. Conveyance of roadway and streetscape improvements shall be by bill of sale and free and clear of all liens. The warranty deed and bill of sale shall be in a form reasonably acceptable to the City Attorney.

(e) **Roundabout.** Concurrent with the permitting and construction of the Project and subject to approval by the City, Developer shall design, permit, and construct the roundabout at the intersection of Michael Blake Boulevard and Tree Swallow Drive. The eastern end of the roundabout will be appropriately stubbed out to allow for the future continuation of Tree Swallow Drive to the east. Upon completion of the roundabout and acceptance by the City, conveyance of roundabout streetscape improvements shall be by bill of sale and free and clear of all liens. The bill of sale shall be in a form acceptable to the City Attorney.

(f) **Development Permit Fees**. Developer agrees to pay all ordinary and customary development permit fees which have been established by the City Commission including, but not limited to, application, building, and impact fees. A schedule of the current fees is on file in the City's Community Development Department.

(g) **Mandatory On-Site Management of Property; Future Condominium Conversion of the Project.** The intent and purposes of this Paragraph is to apply only to the Project buildings within the Initial Phase and is not intended to apply to the remainder of the Property which will be developed in the future. With respect to the Initial Phase of the Project, Developer shall be required to employ an appropriate number of on-site personnel, or an on-site management company that will be responsible for managing the day-to-day leases and tenant needs in a manner that is commonly accepted in the local residential rental market for luxury apartments. Developer shall also be responsible for maintaining, in good condition and in compliance with any and all applicable City property maintenance codes, any and all common areas, landscaping, entrance signs, walls, fences, recreational areas, and stormwater facilities. associated with the Project, However, in the event that the Developer desires to convert the Initial Phase of the Project into a condominium in the future, Developer shall be required to first seek the reasonable approval of the City in accordance with the City's subdivision of land and other City Code requirements including, but not limited to zoning/building/fire code requirements which will not be unreasonably withheld. If the conversion is approved by the City, Developer shall form a mandatory condominium association (the "Owners Association") for purposes of managing the day-to-day condominium owner needs and maintaining any and all common areas, the parking facilities, landscaping, entrance signs, walls, fences, recreational areas, and stormwater facilities associated with the Project. The Developer will file a Declaration of Condominium, (the "Declaration") among the Public Records of Seminole County, Florida to evidence the formation of the Owners Association and establish its rights, duties and obligations. The Declaration shall be in a form reasonably acceptable to the City Attorney and, shall require the Owners Association, and the members thereof, to be bound by the terms and conditions of this Agreement.

4. **Binding Covenant on Property – Future Rental Apartment Units.** Developer hereby covenants and agrees that the Initial Phase of the Project will be the only standalone multi-family rental apartment development on the entire Property. No other standalone multi-family rental apartment buildings will be developed on the remaining portions of the Property. If the City approves, in its discretion, any other multi-family rental apartment units on the remaining portion of the Property, said units shall be required to be incorporated into, and constructed concurrent with, a mixed use building and development project in accordance with the applicable provisions of the Town Center District Code. The covenant provided under this Paragraph 4 was freely given by the Developer in consideration of the development rights granted by the City hereunder and shall constitute a separate and binding land use covenant running with the Property which shall be enforceable by the City. Should this Agreement be terminated by either party, this Paragraph shall survive termination unless this Paragraph is expressly terminated by the parties by separate legal instrument recorded in the Official Public Records of Seminole County, Florida.

5. **Representations of the Parties**. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer and recorded in the Public Records of

Seminole County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

6. **Successors and Assigns**. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same.

7. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. **Amendments**. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

9. **Entire Agreement**. This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Developer as to the subject matter hereof.

10. **Severability**. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

11. **Effective Date**. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto. The Effective Date is denoted within the preamble of this Agreement on page 1 of this Agreement.

12. **Recordation**. This Agreement shall be recorded in the Official Public Records of Seminole County, Florida.

13. **Relationship of the Parties**. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

14. **Sovereign Immunity**. Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or any other limitation on the City's potential liability under the state and federal law.

15. **City's Police Power**. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

16. **Interpretation**. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

17. **Third-Party Rights**. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

18. **Specific Performance**. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

19. **Attorney's Fees**. In connection with any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through all appeals to the extent permitted by law.

20. **Development Permits**. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Developer is in breach of any term and condition of this Agreement.

21. **Termination.** The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence construction of the Initial Phase of the Project within three (3) years of the effective date of this Agreement. However, if the failure is caused by a delay which is the direct result of the City's breach of this Agreement, the three year time period shall be extended by an amount of time equivalent to the delay time period. In addition, if the Developer determines within one hundred and eighty (180) days of the Effective Date that it cannot practicably develop a total of three hundred (300) multi-family units within the area set aside for residential in the Initial Phase, as depicted on the Conceptual Plan, the Developer may terminate this Agreement by providing written notice of termination to the City. If the City or Developer terminate this Agreement as provided under this Paragraph, the City shall record a notice of termination in the public records of Seminole County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[Signature pages to follow]

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By: _____
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: 3/10/15

By: _____
Anthony Garganese, City Attorney for the City of Winter Springs, Florida

CITY SEAL

Signed, sealed and delivered in the presence of the following witnesses:

_____
Signature of Witness
Catherine G Ransdell
Printed Name of Witness

_____
Signature of Witness
JAMES R. DIFEDE
Printed Name of Witness

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

By: _____
Print name: PAUL H. SAYLOR
Its President

DISTRICT OF COLUMBIA

The foregoing instrument was acknowledged before me this 10th day of March, 2015, by Paul H. Taylor, as President of Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

Jo Ann Bowen
Notary Public, District of Columbia
My Commission Expires 5/14/2015

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOTS 6, 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; LESS ADDITIONAL RIGHT OF WAY AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 5510, PAGES 1286 THROUGH 1297, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2517, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 27.48 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N30°04'56"E A DISTANCE OF 258.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE N30°04'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 55.62 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S38°43'16"E A DISTANCE OF 11.80 FEET FOR A POINT OF BEGINNING, POINT BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED SPECIAL WARRANTY DEED; THENCE RUN N30°04'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE, SAID LINE BEING 11.00 FEET EAST OF AND PARALLEL TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), A DISTANCE OF 696.34 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE MAGNOLIA PARK ACQUISITION AS DESCRIBED IN THE AFOREMENTIONED SPECIAL WARRANTY DEED; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S59°55'04"E ALONG SAID SOUTHERLY BOUNDARY LINE A DISTANCE OF 147.93 FEET TO A POINT ON THE WESTERLY LINE OF THE C.S.X. TRANSPORTATION INCORPORATED "LAKE CHARM BRANCH" RAIL CORRIDOR; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE RUN S15°33'47"W ALONG SAID WESTERLY LINE A DISTANCE OF 526.65 FEET TO THE NORTHWEST CORNER OF RELEASE PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 3988, PAGE 1095; THENCE DEPARTING SAID WESTERLY LINE RUN S57°01'44"E ALONG THE NORTHERLY LINE OF SAID RELEASE PARCEL 2, A DISTANCE OF 104.80 FEET TO THE NORTHEAST CORNER OF SAID RELEASE PARCEL 2, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF ACQUISITION PARCEL B (THE RAILS TO TRAILS CORRIDOR) AS DESCRIBED IN OFFICIAL RECORD BOOK 4092, PAGE 164; THENCE CONTINUE S57°01'44"E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 95.46 FEET; THENCE RUN S54°37'59"E A

DISTANCE OF 147.17 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 85.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 61°16'51" A DISTANCE OF 90.91 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38°11'46" A DISTANCE OF 333.32 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°43'04"E A DISTANCE OF 187.98 FEET; THENCE RUN S46°13'52"E A DISTANCE OF 177.70 FEET; THENCE RUN S32°50'43"E A DISTANCE OF 662.97 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE AND THE NORTHWESTERLY LINE OF SAID ACQUISITION PARCEL B; THENCE RUN S50°31'58"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 997.88 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 434 (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2517, SHEET 11 OF 13); THENCE DEPARTING SAID NORTHWESTERLY LINE RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 431.17 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7905.47 FEET AND A CHORD BEARING OF N37°00'57"W; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 3°24'37" A DISTANCE OF 470.54 FEET TO THE END OF SAID CURVE; THENCE RUN S51°16'44"W A DISTANCE OF 14.00 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 136.42 FEET TO THE SOUTHEAST CORNER OF AFORESAID RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 138.78 FEET TO THE SOUTHWEST CORNER OF RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 308.12 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2803, PAGE 643; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N30°04'56"E ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 220.00 FEET; THENCE RUN N38°43'16"W ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 188.20 FEET TO THE POINT OF BEGINNING.

ALSO: "B"
A PORTION OF LOTS 5, AND 6, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2517, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 27.48 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N30°04'56"E A DISTANCE OF 258.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE),

AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE N30°04'56"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 960.70 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE MAGNOLIA PARK ACQUISITION AS DESCRIBED IN THE AFOREMENTIONED SPECIAL WARRANTY DEED: THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S59°55'04"E ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE OF 6.00 FEET FOR A POINT OF BEGINNING, POINT BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED SPECIAL WARRANTY DEED; THENCE RUN N30°04'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE SAID LINE BEING 6.00 FEET EAST OF AND PARALLEL TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), A DISTANCE OF 357.89 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1110.99 FEET AND A CHORD BEARING OF S12°51'55"W, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE C.S.X. TRANSPORTATION INCORPORATED "LAKE CHARM BRANCH" RAIL CORRIDOR; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 05°23'44", A DISTANCE OF 104.62 FEET TO THE POINT OF TANGENCY; THENCE RUN S15°33'47"W A DISTANCE OF 266.50 FEET TO A POINT ON THE AFORESAID NORTHERLY BOUNDARY LINE OF THE MAGNOLIA PARK ACQUISITION; THENCE RUN N59°55'04"W ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE OF 97.77 FEET TO THE POINT OF BEGINNING.

ALSO: "A"
A PORTION OF LOTS 5, 6, 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 1729.58 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N50°31'58"E A DISTANCE OF 97.29 TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF [redacted], * AS SHOWN ON SAID RIGHT OF WAY MAP, FOR THE POINT OF BEGINNING; THENCE RUN N50°31'58"E A DISTANCE OF 1,033.48 FEET; THENCE RUN N39°28'02"W A DISTANCE OF 15.00 FEET; THENCE RUN N50°31'58"E A DISTANCE OF 106.44 FEET; THENCE RUN S83°03'12"E A DISTANCE OF 94.74 FEET; THENCE RUN S47°54'36"E A DISTANCE OF 34.00 FEET; THENCE RUN S37°59'33"E A DISTANCE OF 57.62 FEET; THENCE RUN S68°24'08"E A DISTANCE OF 52.48 FEET TO THE EASTERLY LINE OF BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP AS RECORDED IN PLAT BOOK 1, PAGE 5; THENCE RUN S05°13'52"W ALONG SAID

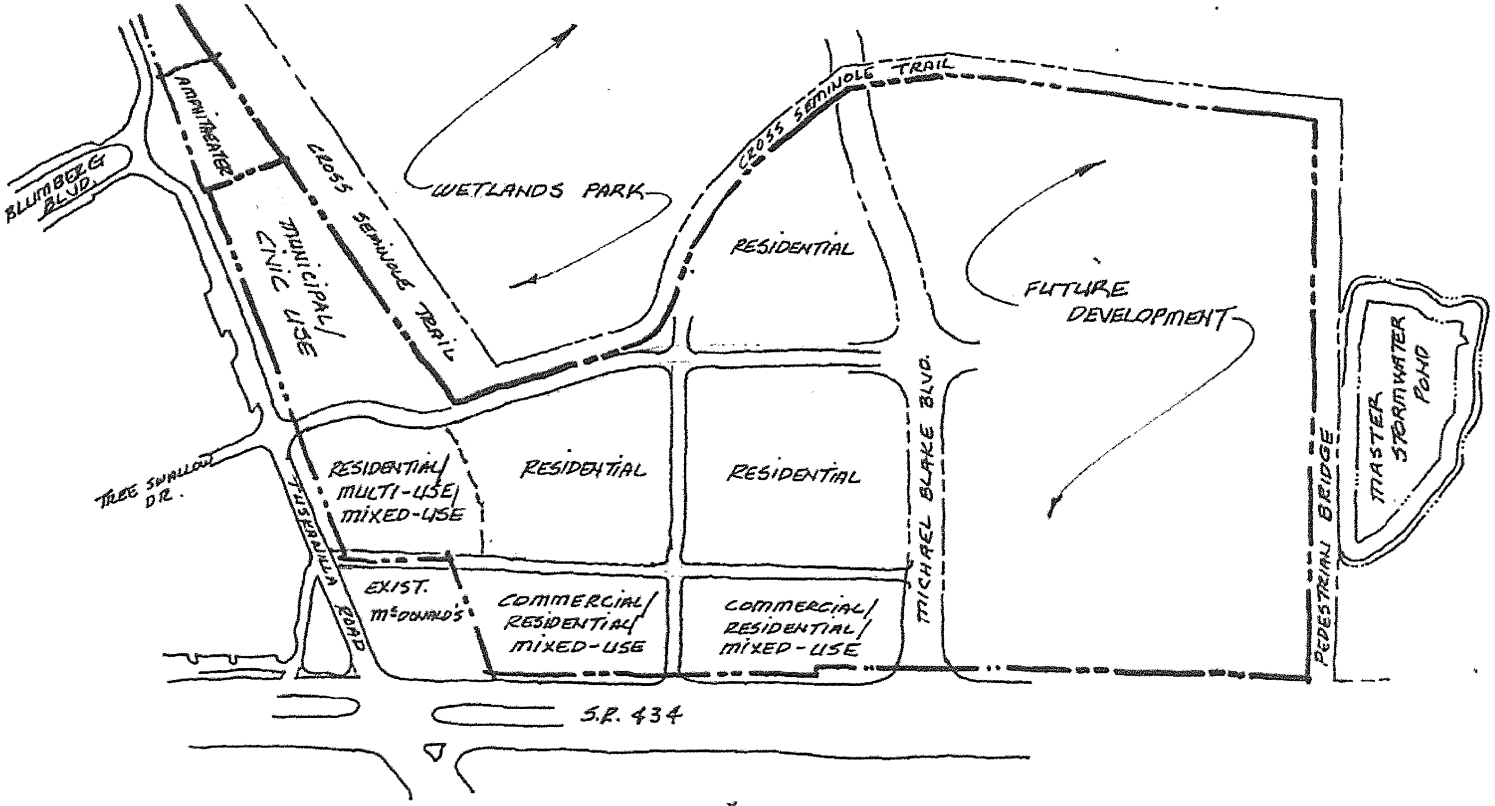
* **STATE ROAD 434**

EASTERLY LINE OF BLOCK "A" A DISTANCE OF 251.46 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN S62°36'00"W A DISTANCE OF 109.52 FEET; THENCE RUN S50°54'04"W A DISTANCE OF 11.72 FEET; THENCE RUN S22°01'13"W A DISTANCE OF 65.99 FEET; THENCE RUN S29°00'27"W A DISTANCE OF 44.28 FEET; THENCE RUN S52°03'03"W A DISTANCE OF 9.60 FEET; THENCE RUN S28°03'23"W A DISTANCE OF 97.92 FEET; THENCE RUN S44°20'04"E A DISTANCE OF 176.05 FEET ; THENCE RUN S37°21'37"E A DISTANCE OF 71.69 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF BLOCK "A"; THENCE RUN ALONG SAID EASTERLY LINE OF BLOCK "A" S05°13'52"W A DISTANCE OF 42.89 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN N27°56'26"W A DISTANCE OF 41.29 FEET; THENCE RUN N36°31'04"W A DISTANCE OF 54.59 FEET; THENCE RUN N52°32'01"W A DISTANCE OF 245.40 FEET; THENCE RUN S89°06'27"W A DISTANCE OF 57.99 FEET; THENCE RUN S66°37'02"W A DISTANCE OF 39.09 FEET; THENCE RUN S46°29'24"W A DISTANCE OF 41.50 FEET ; THENCE RUN S28°55'33"W A DISTANCE OF 34.27 FEET; THENCE RUN S10°02'16"W A DISTANCE OF 55.95 FEET; THENCE RUN S03°05'47"W A DISTANCE OF 52.29 FEET; THENCE RUN S07°51'13"W A DISTANCE OF 30.86 FEET; THENCE RUN S00°47'47"W A DISTANCE OF 49.12 FEET; THENCE RUN S07°25'22"W A DISTANCE OF 52.87 FEET; THENCE RUN S67°06'00"W A DISTANCE OF 15.29 FEET ; THENCE RUN S79°35'01"W A DISTANCE OF 69.29 FEET; THENCE RUN N89°18'43"W A DISTANCE OF 96.92 FEET; THENCE RUN N60°50'07"W A DISTANCE OF 119.48 FEET; THENCE RUN S86°04'53"W A DISTANCE OF 186.65 FEET; THENCE RUN S09°51'29"W A DISTANCE OF 3.05 FEET; THENCE RUN N38°52'11"W A DISTANCE OF 121.02 FEET; THENCE RUN S51°16'44"W A DISTANCE OF 5.00 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD; THENCE RUN ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD N38°43'16"W A DISTANCE OF 73.56 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 45.687 ACRES MORE OR LESS.

TOGETHER WITH all easements for ingress and egress and retention/detention and other easement rights and privileges inuring to the benefit of the aforedescribed Property and pursuant to the Easement Agreement recorded in Official Records Book 2803, Page 647, Public Records of Seminole County, Florida.

EXHIBIT B



NOTE: "RESIDENTIAL" AS USED ON THE CONCEPT PLAN EQUALS MULTI-FAMILY - SEE PARAGRAPH 3(a) OF THE DEVELOPMENT AGREEMENT.

POLLACK SHORES CONCEPT PLAN

EXHIBIT
C

Whitaker Capital

Proposed Town Center Apartments - Elevation



"LEGIBILITY UNSATISFACTORY FOR SCANNING"

GRANT MALOY, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
BK 8852 Pgs 1719-1728 (10Pgs)
CLERK'S # 2017010582
RECORDED 01/31/2017 08:05:35 AM
RECORDING FEES $86.50
RECORDED BY hdevore

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Anthony Garganese
City Attorney of Winter Springs
Garganese, Weiss &
D'Agresta, P.A. 111 N. Orange
Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS FIRST MODIFICATION OF DEVELOPMENT AGREEMENT (the "First Modification") is made and executed this 9th day of January, 2017 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..,** a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in that certain Development Agreement, dated March 10, 2015, and recorded in the Official Records of Seminole County, Florida at Official Record Book 8446, Pages 1131-1144 ("Original Development Agreement"); and

WHEREAS, on December 14, 2015, the City Commission approved the final engineering plans submitted by the Developer for the Project, subject to a First Modification of Development Agreement which was approved by the City Commission ("Original First Modification"). A copy of said final engineering plans are on file at the City of Winter Springs

City Hall ("Final Engineering Plans"); and

WHEREAS, subsequent to the City Commission's approval of the Final Engineering Plans and the Original First Modification, Developer did not execute the Original First Modification and deliver it to the City; and

WHEREAS, the Parties now desire to amend the Original First Modification approved by the City Commission, and approve and execute this new version of the First Modification as a condition to the Final Engineering Plans and Aesthetic Review approved by the City Commission on December 14, 2015, as if this new First Modification was approved simultaneously with the Final Engineering Plans; and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the new definitions created in the parentheticals for the terms "First Modification," "Final Engineering Plans," and "Original Development Agreement." This First Modification shall be deemed a material part and condition of the Final Engineering Plans.

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b) (2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this First Modification, the Developer and the City hereby agree as follows:

(a) **Improvements to the City Collector Road System**. The Final Engineering Plans depict improvements to Michael Blake Boulevard from S.R. 434 to the Cross-Seminole Trail, and Tree Swallow Drive from Tuskawilla Road to Michael Blake Boulevard. Both Michael Blake Boulevard and Tree Swallow Drive are City Collector Roads and are therefore eligible for Transportation Impact Fee Credits. Developer hereby agrees to construct Michael Blake Boulevard and Tree Swallow Drive, at its expense and as depicted on the approved Final Engineering Plans, which plans are described in further detail on Attachment "1" attached hereto, and which improvements include construction of roadway, stormwater, landscape and hardscape improvements (collectively, the "Roadway Improvements"), in exchange for an award from the City of Winter Springs transportation impact fee credits in a maximum amount of Six Hundred Twenty Thousand Four Hundred Thirty Seven and 41/100 Dollars ($620,437.41) (the "Approved Transportation Impact Fee Credit"). The costs eligible for the Transportation Impact Fee Credit shall consist solely of the Developer's actual construction costs for the Roadway Improvements, plus construction of the S.R. 434 westbound right-turn deceleration lane at Michael Blake Boulevard. All construction expenditures eligible for

transportation impact fee credits shall be subject to approval by the City Engineer in advance of construction, with such approval not being unreasonably withheld or delayed. Any construction costs over the Approved Transportation Impact Fee Credit shall be the Developer's sole responsibility. Developer agrees to complete construction of the Roadway Improvements and the City shall accept construction thereof through its applicable site acceptance procedures, prior to the first certificate of occupancy being issued by the City for any apartment building. Prior to final acceptance, Developer shall provide the City with copies of all applicable invoices, receipts, proof of payments, lien releases, warranties, maintenance letters of credit, and all documentation necessary for the City Engineer's approval of the final amount of the Transportation Impact Fee Credit. The City shall not be responsible or liable for providing any transportation impact fee credit which cannot be properly and reasonably documented in writing. The Approved Transportation Impact Fee Credits are eligible to be applied first to the 283 multi-family units in the Initial Phase of the development project and thereafter, any remaining Approved Transportation Impact Fee Credits will be applied to any non-residential land uses first on the portion of the Property on which the Initial Phase will be constructed and then second to any non-residential land uses on the portion of the Property labeled as "Future Development" or "Commercial" on the Concept Plan east of Michael Blake Boulevard until said Credits are exhausted. Notwithstanding any of the foregoing, the Approved Transportation Impact Fee Credits shall expire five (5) years from the City Engineer's approval of the final amount of Approved Transportation Impact Fee Credit.

(b) **Adjusted City Arbor Fee.** The City hereby agrees that the final adjusted City arbor fee for the Project shall be One Hundred Forty-Nine Thousand Six Hundred Sixty and No/100 Dollars ($149,660.00) ("Arbor Fee"). The Arbor Fee is comprised of the following components:

Tree mitigation credits:	$133,500
Specimen tree removal:	$ 5,000
Arbor Permit:	$ 11,160

Developer agrees to pay the Arbor Fee components to the City at such time said payment of each component is required by the City Code.

(c) **Finished Floor Elevations.** The average finished floor elevations as depicted on the Final Engineering Plans are hereby deemed acceptable to the City and in compliance with the Town Center Code. The City acknowledges that the elevations vary depending on the building length and location and that some of the elevations are below and above the 24" requirement set forth in the Town Center Code. However, the City agrees that the overall average of the elevations complies with the intent and purpose of the Town Center Code requirement.

(d) **Balcony Restrictions.** The following covenant shall apply to all apartment balconies:

> Balconies shall be kept clean and tidy at all times by occupants of the units in order to avoid visual clutter and nuisances. No noxious or offensive activities shall be carried on upon any balcony. Draping towels, clothing and other items over

balcony rails; storing junk or other non-patio type items upon balconies; storing flammable and combustible liquids; and the use of heat producing appliances including outdoor cooking devices shall be prohibited. Outdoor patio tables and chairs, plants, and small household decorative patio items shall be permissible.

The aforesaid shall be considered a minimum covenant and nothing herein shall prohibit the Developer and any on-site management company or Owner's Association required by Paragraph 3 (g) of the Original Development Agreement from adopting a more stringent balcony covenant. Further, nothing herein is intended to restrict or limit the enforcement of any applicable City Code. The developer or any on-site management company or Owner's Association shall be required to notify all occupants of units of this and any other applicable balcony covenant in writing at the commencement of each unit occupancy and as often as necessary to ensure compliance. In addition, the Developer or any on-site management company or Owner's Association shall strictly enforce the aforementioned balcony covenant and shall be liable to the City for failure to adequately enforce the covenant.

(e) **Conveyance of Real Property.** In consideration for the City agreeing to the terms and conditions stated herein, the sufficiency of which are hereby acknowledged by the Developer, the Developer agrees to convey, free and clear of all encumbrances, liens and mortgages, approximately 2.2 acres, more or less, of real property generally depicted as "civic/public area" on Attachment "2", which is attached hereto and fully incorporated herein by this reference (Conveyance Property) to be used for municipal purposes pursuant to the Town Center Code. Within sixty (60) days from the effective date of this First Modification, the Developer shall provide the City with an acceptable legal description n of the Conveyance Property. The Developer recognizes and agrees that the southern boundary of the Conveyance Property, which shall be surveyed and legally described, shall also serve as the northern boundary of the future Tree Swallow Road depicted on the Final Engineering Plans. As such, the Developer shall ensure that the southern boundary of the Conveyance Property allows a sufficient amount of real property for the future Tree Swallow Road in accordance with the requirements of the City Code. Said conveyance shall occur by warranty deed within ninety (90) days from the date that the City receives the surveyed legal description required by this First Modification unless the closing time period is extended by mutual consent. The City Attorney will prepare the ordinary and customary closing documents required for the conveyance and the City will be responsible for all closing costs, except that the Developer shall be responsible for any costs related to clearing or remedying any defects of title or encumbrances deemed not reasonably acceptable to the City.

(f) **Decorative Regulatory Signage and Lighting.** Prior to the issuance of a certificate of completion and acceptance of the infrastructure, the Developer and the City shall enter into a separate Use and Maintenance Agreement outlining responsibilities related to the decorative street lights and signage required by the Final Engineering Plans, including, but not limited to, the cost differential between maintaining standard street lights and signs and the decorative street lighting and design requirements of the Town Center Plan. Said agreement shall substantially conform to the standard decorative street light and signage form agreement that was previously approved by the City Commission to be utilized on a citywide basis which shall be assignable and run with the land. The Developer acknowledges that if the subject Property is ever conveyed to a third party including, but not limited to, a condominium association, the Developer will assign the

Use and Maintenance Agreement to the third party for continuation of obligations related thereto which shall run with the land.

(g) **Number of Dwelling Units.** The approved Final Engineering Plans show 279 multi-family units. An additional four (4) multi-family units shall be permitted as part of the Initial Phase of development, subject to City staff review and approval, bringing the total number of multi-family units in the Initial Phase to 283. No additional multi-family units shall be permitted on the Property, and the terms "Commercial/Residential Mixed-Use" and "Residential/Multi-Use/Mixed-Use" are hereby deleted from the Concept Plan and replaced with "Commercial." A revised Concept Plan as set forth in Attachment "3" is hereby adopted and incorporated by reference herein.

(h) **Performance and Maintenance Security for Public Improvements.** The Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Infrastructure LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualifies engineer, to be financially sufficient to cover the cost of completion of all public infrastructure improvement within the Michael Blake Boulevard right-of-way, as required by the Final Engineering Plans, including, but not limited to, reconstructing portions of Michael Blake Boulevard, drainage facilities, sidewalks, water and sewer facilities and landscaping. The purpose of the Infrastructure LOC shall be to ensure that the Developer completes the construction and installation of the infrastructure in accordance with the requirements of the Final Engineering Plans. The Infrastructure LOC shall be delivered no later than the Developer commencing construction of the aforementioned public improvements. In addition, the Infrastructure LOC shall be maintained in good standing for the benefit of the City until the infrastructure is accepted by the City. Upon acceptance of the infrastructure by the City, the City shall promptly return the Infrastructure LOC to the Developer.

In addition, at such time the City accepts any and all of the public streets and infrastructure improvement associated with the Final Engineering Plans including, but not limited to, the improvements related to Michael Blake Boulevard, the Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Maintenance LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualified engineer to be financially sufficient to cover the cost of maintenance of the required and installed public streets and improvements for two (2) years after the date of the completion and acceptance by the City. In addition, the Maintenance LOC shall be maintained in good standing for the benefit of the City until it is released by the City, less any applicable deductions related to maintenance costs incurred by the City, promptly at such time the two year period expires. The City reserves the right to require separate Maintenance LOCs if the public infrastructure is completed and accepted by the City in phases, and, if so required, each acceptance shall be subject to its own two year maintenance term.

4. All other terms of the Original Development Agreement not modified by the provisions of this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the

date first above written.

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By: _____
Andrea Lorenzo Luaces, City Clerk

CITY SEAL

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: 1/27/17

By: _____
Anthony Garganese, City Attorney for the City of Winter Springs, Florida

[Signature blocks continued on following page.]

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

MICAH ELAZAR
Printed Name of Witness

Signature of Witness

Joseph E. Bondi
Printed Name of Witness

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation
By: CS Capital Management, Inc., its authorized signatory

By: _____
Print Name: Paul H. Saylor
Title: CEO

DISTRICT OF COLUMBIA

The foregoing instrument was acknowledged before me this 23rd day of December, 2016, by Paul Saylor of CS Capital Management, Inc., an authorized signatory for Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

(NOTARY SEAL)

DISTRICT OF COLUMBIA
JO ANN BOWEN
NOTARY PUBLIC
My Commission Expires Apr 30, 2020

_____
(Notary Public Signature)

Jo Ann Bowen
Notary Public, District of Columbia
My Commission Expires 4/30/2020
(Print Name)

Notary Public, State of _____

Commission No.: _____

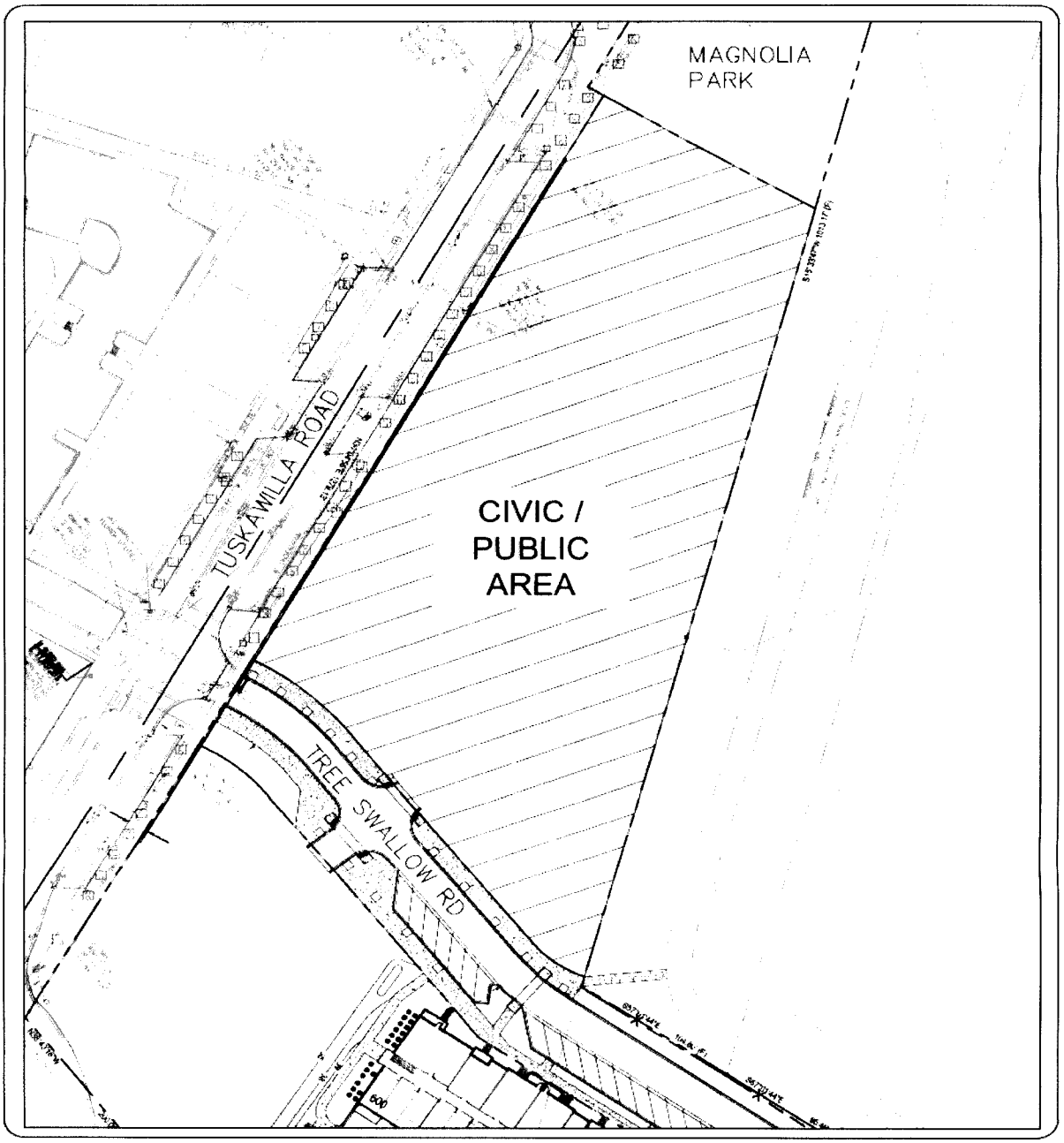
My Commission Expires: _____

ATTACHMENT "1":

Final Engineering Plan Sheets

Winter Springs Apartments Plan Sheet No.		Revision Date	S/S Date
C1.0	COVER SHEET	11/19/15	11/19/15
C2.0	DEMOLITION PLAN	11/19/15	11/19/15
C3.0	SWPPP PHASE 1 PLAN	10/13/15	11/19/15
C4.0	SWPPP PHASE 2 PLAN	11/19/15	11/19/15
C5.0	SWPPP DETAILS & NOTES	10/13/15	11/19/15
C6.0	MASTER SITE LAYOUT PLAN	11/19/15	11/19/15
C6.1	ROUNDABOUT SIGNAGE AND DETAILS	10/13/15	11/19/15
C6.2	TRUCK ACCESS PLAN	11/19/15	11/19/15
C7.0	SITE PLAN – WEST	11/19/15	11/19/15
C8.0	SITE PLAN – EAST	11/19/15	11/19/15
C9.0	SITE PLAN – NORTH	11/19/15	11/19/15
C10.0	GRADING PLAN – WEST	11/19/15	11/19/15
C11.0	GRADING PLAN – EAST	11/19/15	11/19/15
C12.0	GRADING PLAN – NORTH	11/19/15	11/19/15
C13.0	MASTER UTILITY PLAN	10/13/15	11/19/15
C13.1	WATER SERVICES DETAIL PLAN	11/19/15	11/19/15
C14.0	UTILITY PLAN – WEST	11/19/15	11/19/15
C15.0	UTILITY PLAN – EAST	11/19/15	11/19/15
C16.0	UTILITY PLAN – NORTH	10/13/15	11/19/15
C17.0	PLAN AND PROFILE SHEET 1 – TREE SWALLOW ROAD	11/19/15	11/19/15
C18.0	PLAN AND PROFILE SHEET 2 – TREE SWALLOW ROAD	11/19/15	11/19/15
C19.0	PLAN AND PROFILE SHEET 3 – TREE SWALLOW ROAD	11/19/15	11/19/15
C20.0	PLAN AND PROFILE SHEET 1 – MICHAEL BLAKE BLVD.	11/19/15	11/19/15
C21.0	PLAN AND PROFILE SHEET 2 – MICHAEL BLAKE BLVD.	11/19/15	11/19/15
C22.0	PLAN AND PROFILE SHEET 1 – PERIMETER ROAD	11/19/15	11/19/15
C23.0	PLAN AND PROFILE SHEET 2 – PERIMETER ROAD	11/19/15	11/19/15
C24.0	PLAN AND PROFILE SHEET 3 – PERIMETER ROAD	11/19/15	11/19/15
C25.0	SWALE PLAN	11/19/15	11/19/15
C26.0	STORMWATER POND SHEET	11/19/15	11/19/15
C27.0	LIFT STATION DETAIL	10/13/15	11/19/15
C28.0	WATER DETAILS	11/19/15	11/19/15
C29.0	SANITARY SEWER DETAILS	10/13/15	11/19/15
C30.0	GENERAL SHEET DETAIL SHEET 1	11/19/15	11/19/15
C31.0	GENERAL SHEET DETAIL SHEET 2	10/13/15	11/19/15
C32.0	PERIMTER ROAD CONSTRUCTION MOT PLAN	11/19/15	11/19/15

ATTACHMENT "2":
Legal Description



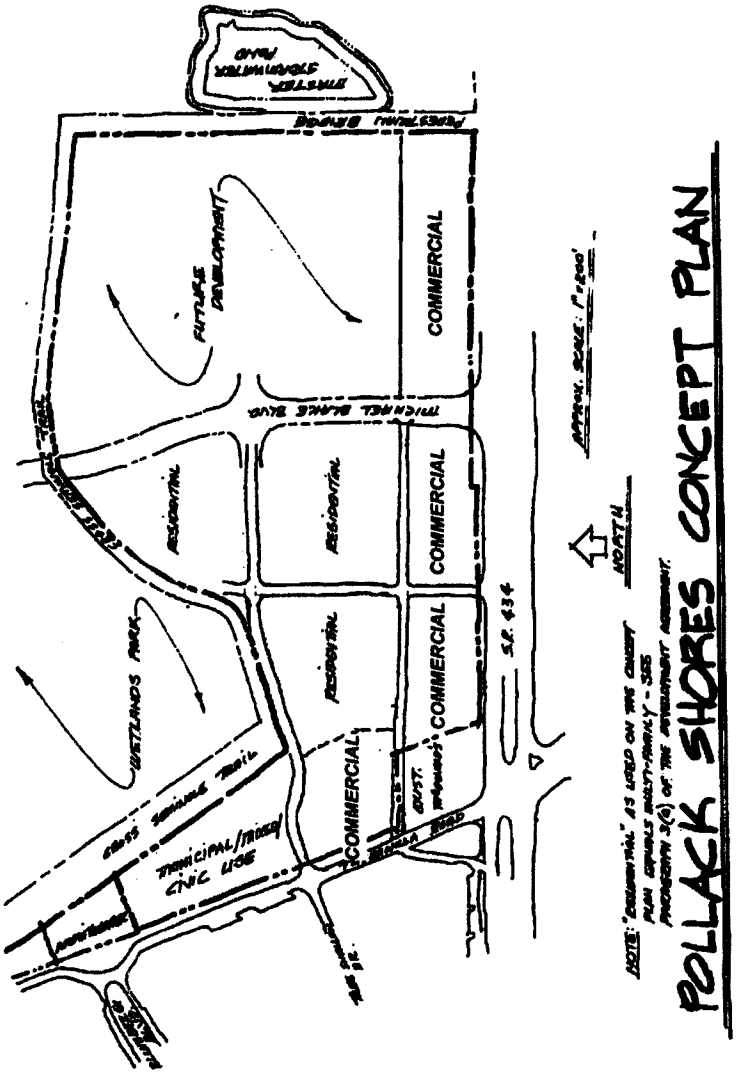
Small Business Enterprise 1979-2015 36 Years
LOCHRANE Consulting Engineers Surveyors

WSTC PHASE II
CIVIC / PUBLIC AREA
WINTER SPRINGS APARTMENTS
WINTER SPRINGS HOLDINGS, INC.
WINTER SPRINGS, FL

JOB NO: 13034
DATE: 12/09/15
BY: FAP
SCALE: NTS

C:\Users\fporter\Documents\Drawing2.dwg — Dec 09, 2015 — 10:15am

Attachment "3": Revised Pollack Shores Concept Plan



City Commission Approved Final Eng. Plans
Dec. 14, 2015, Item 505

PDF pg. 9

Attachment "A"

PARCEL ID #: 26-20-30-5AR-0A00-006C
26-20-30-5AR-0A00-007K
26-20-30-5AR-0A00-007F

WINTER SPRINGS APARTMENTS

AT

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FLORIDA

OWNER	OWNER'S REPRESENTATIVE	DEVELOPMENT MANAGER / APPLICANT	ENGINEER
IBEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS	CS CAPITAL MANAGEMENT/ WHITAKER CAPITAL PAUL SAYLOR BRIAN LOVE 404-490-4988	POLLACK SHORES REAL ESTATE GROUP 5005 INTERBAY BOULEVARD TAMPA, FLORIDA 33611 ANTHONY M. EVERETT 813-831-5619	LOCHRANE ENGINEERING, INC. 201 S. BUMBY AVENUE ORLANDO, FLORIDA 32803 FRANKLIN A. PORTER, P.E. 407-896-3317

SITE UTILITY NOTES:

SITE PLAN NOTES:

GEOTECHNICAL DATA:

CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE GEOTECHNICAL REPORT BY MID SERVICES INC., REPORT REFERENCE # M5806, DATED JAN. 30 2015

CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS AND RECOMMENDATIONS (CH 2) AND TO MITIGATION MEASURES (CH 3) OF THIS REPORT.

SITE GRADING NOTES:

PLANS

NO	DESCRIPTION
C1.0	COVER SHEET
C1.0	GENERAL NOTES
C1.0	SWPPP PHASE 1 PLAN
C1.0	SWPPP PHASE 2 PLAN
C1.0	SWPPP DETAILS & NOTES
C2.0	MASTER SITE LAYOUT PLAN
C2.1	SITE GEOMETRY SCHEDULE AND DETAILS
C2.2	TYPICAL ACCESS PLAN
C2.3	SITE PLAN - WEST
C2.4	SITE PLAN - EAST
C2.5	SITE PLAN - NORTH
C3.0	GRADING PLAN - WEST
C3.1	GRADING PLAN - EAST
C3.2	GRADING PLAN - NORTH
C3.3	MASTER UTILITY PLAN
C3.4	WATER & SEWER DETAILS PLAN
C3.5	UTILITY PLAN - WEST
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C3.9	PLAN AND PROFILE SHEET 2 - TREE SWALLOW ROAD
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21 0	BOUNDARY AND TOPOGRAPHIC SURVEY

VICINITY MAP

AERIAL PHOTO

LEGAL DESCRIPTION

JURISDICTION / UTILITIES

CONSULTANTS

WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
IBEW PENSION BENEFIT FUND/WINTER SPRINGS HOLDINGS

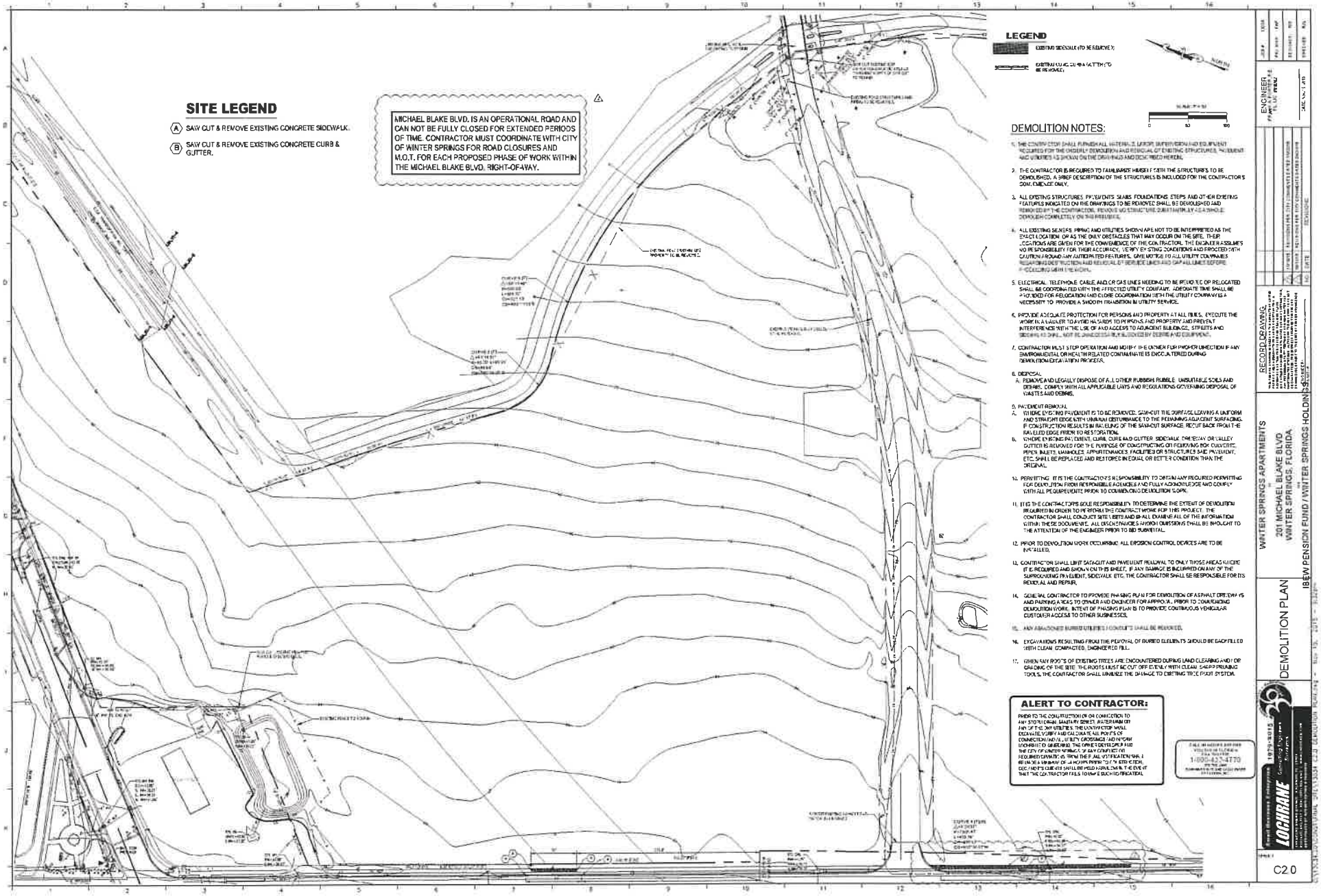
COVER SHEET

LOCHRANE

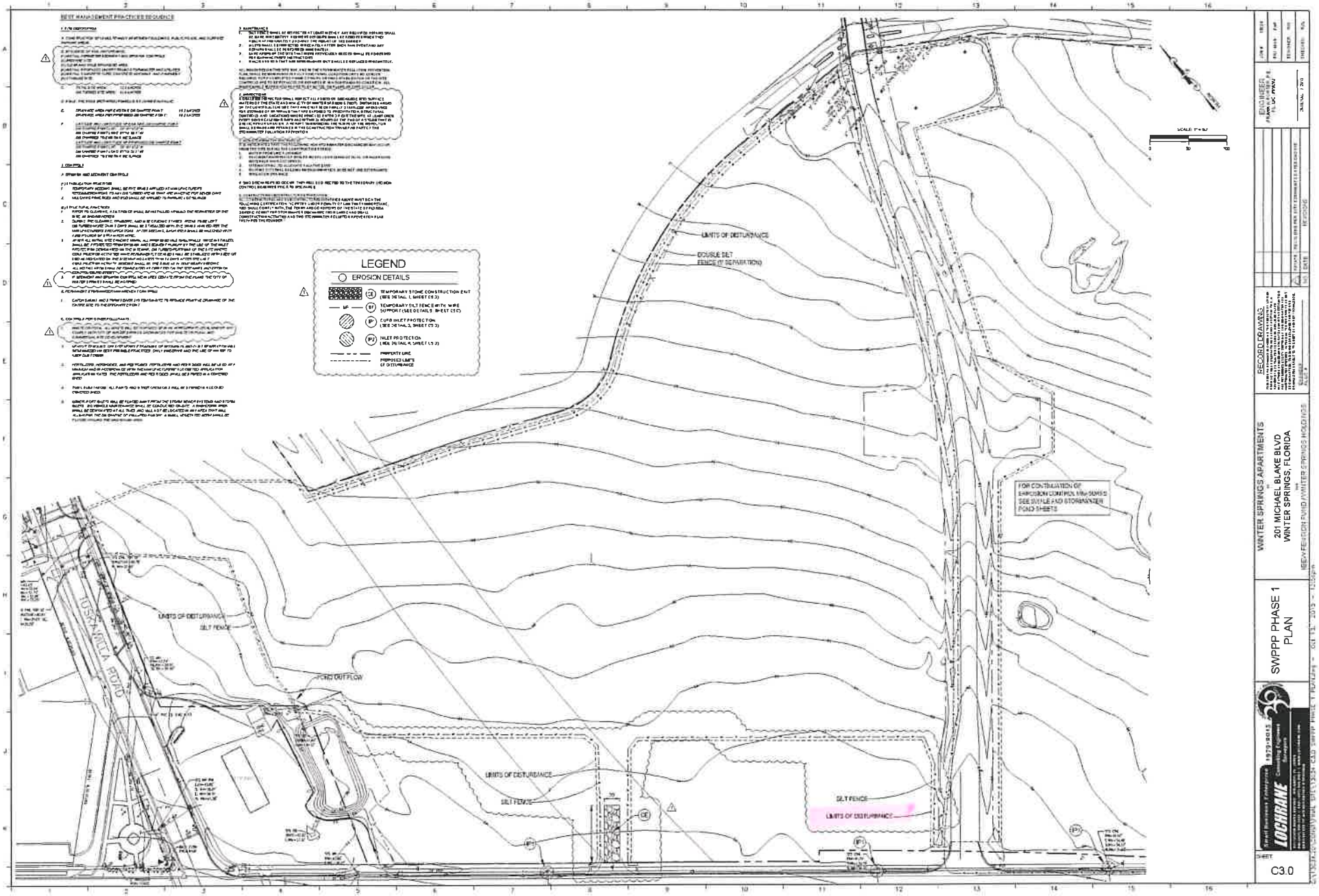
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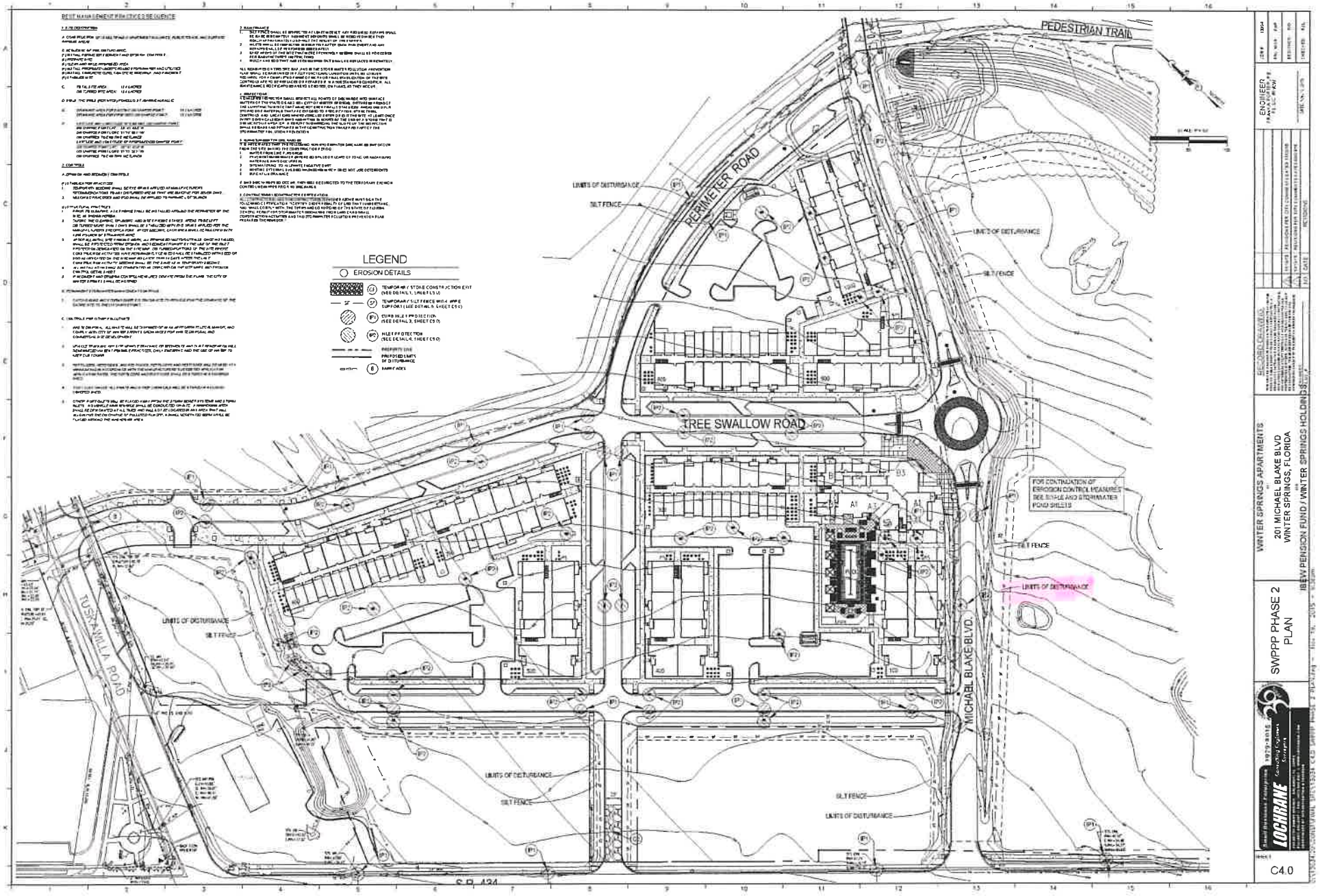
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SITE LEGEND
(A) SAW CUT & REMOVE EXISTING CONCRETE SIDEWALK.
(B) SAW CUT & REMOVE EXISTING CONCRETE CURB & GUTTER.
MICHAEL BLAKE BLVD. IS AN OPERATIONAL ROAD AND CAN NOT BE FULLY CLOSED FOR EXTENDED PERIODS OF TIME. CONTRACTOR MUST COORDINATE WITH CITY OF WINTER SPRINGS FOR ROAD CLOSURES AND M.O.T. FOR EACH PROPOSED PHASE OF WORK WITHIN THE MICHAEL BLAKE BLVD. RIGHT-OF-WAY.
LEGEND
EXISTING SIDEWALK (TO BE REMOVED)
EXISTING CURB AND GUTTER (TO BE REMOVED)
DEMOLITION NOTES:
1. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWINGS AND DESCRIBED HEREIN.
2. THE CONTRACTOR IS REQUIRED TO FAMILIARIZE HIMSELF WITH THE STRUCTURES TO BE DEMOLISHED. A BRIEF DESCRIPTION OF THE STRUCTURES IS INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY.
3. ALL EXISTING STRUCTURES, PAVEMENTS, SEALS, FOUNDATIONS, STEPS AND OTHER EXISTING FEATURES INDICATED ON THE DRAWINGS TO BE REMOVED SHALL BE DEMOLISHED AND REMOVED BY THE CONTRACTOR. PROVIDE NO STRUCTURE SUBSTANTIALLY ASSUMED DEMOLISH COMPLETELY ON THIS PROJECT.
4. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. THEIR LOCATIONS ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY UNDERGROUND FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
5. ELECTRICAL, TELEPHONE, CABLE, AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE ALLOWED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS A NECESSITY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.
6. PROVIDE ADEQUATE PROTECTION FOR PERSONS AND PROPERTY AT ALL TIMES. EXECUTE THE WORK IN A MANNER TO AVOID HAZARDS TO PERSONS AND PROPERTY AND PREVENT INTERFERENCE WITH THE USE OF AND ACCESS TO ADJACENT BUILDINGS, STREETS AND SIDEWALKS WHICH SHALL NOT BE UNNECESSARILY BLOCKED BY DEBRIS AND EQUIPMENT.
7. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS DISCOVERED DURING DEMOLITION/EXCAVATION PROCESS.
8. DISPOSAL
A. REMOVE AND LEGALLY DISPOSE OF ALL OTHER RUBBISH, RUBBLE, UNSUITABLE SOILS AND DEBRIS. COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING DISPOSAL OF WASTES AND DEBRIS.
9. PAVEMENT REMOVAL
A. WHERE EXISTING PAVEMENT IS TO BE REMOVED, SAW-CUT THE SURFACE LEAVING A UNIFORM AND STRAIGHT EDGE WITH MINIMUM DISTURBANCE TO THE REMAINING ADJACENT SURFACING. IF CONSTRUCTION RESULTS IN RAVELING OF THE SAW-CUT SURFACE, RECUT BACK FROM THE RAVELED EDGE PRIOR TO RESTORATION.
B. WHERE ANY ASPHALT PAVEMENT, CURB, CURB AND GUTTER, SIDEWALK, DRIVEWAY OR VALLEY GUTTER IS REMOVED FOR THE PURPOSE OF CONSTRUCTING OR REMOVING BOX CULVERTS, PIPES, INLETS, MANHOLES, APPURTENANCES, FACILITIES OR STRUCTURES SAID PAVEMENT, ETC. SHALL BE REPLACED AND RESTORED IN EQUAL OR BETTER CONDITION THAN THE ORIGINAL.
10. PERMITTING: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITTING FOR DEMOLITION FROM RESPONSIBLE AGENCIES AND FULLY ACKNOWLEDGE AND COMPLY WITH ALL REQUIREMENTS PRIOR TO COMMENCING DEMOLITION WORK.
11. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE EXTENT OF DEMOLITION REQUIRED IN ORDER TO PERFORM THE CONTRACT WORK FOR THIS PROJECT. THE CONTRACTOR SHALL CONDUCT SITE VISITS AND SHALL EXAMINE ALL OF THE INFORMATION WITHIN THESE DOCUMENTS. ALL DISCREPANCIES AND/OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID SUBMITTAL.
12. PRIOR TO DEMOLITION WORK OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
13. CONTRACTOR SHALL LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AND SHOWN ON THIS SHEET. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, SIDEWALK ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
14. GENERAL CONTRACTOR TO PROVIDE PHASING PLAN FOR DEMOLITION OF ASPHALT DRIVEWAYS AND PAVING AREAS TO OWNER AND ENGINEER FOR APPROVAL PRIOR TO COMMENCING DEMOLITION WORK. INTENT OF PHASING PLAN IS TO PROVIDE CONTINUOUS VEHICULAR CUSTOMER ACCESS TO OTHER BUSINESSES.
15. ANY ABANDONED BURIED UTILITIES / CONDUITS SHALL BE REMOVED.
16. EXCAVATIONS RESULTING FROM THE REMOVAL OF BURIED ELEMENTS SHOULD BE BACKFILLED WITH CLEAN, COMPACTED, ENGINEERED FILL.
17. WHEN ANY ROOTS OF EXISTING TREES ARE ENCOUNTERED DURING LAND CLEARING AND / OR GRADING OF THE SITE, THE ROOTS MUST BE CUT OFF EVENLY WITH CLEAN, SHARP PRUNING TOOLS. THE CONTRACTOR SHALL MINIMIZE THE DAMAGE TO EXISTING TREE ROOT SYSTEM.
ALERT TO CONTRACTOR:
PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE OTHER UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND/OR UTILITY CROSSINGS AND NOTIFY UNDERSIGNED IMMEDIATELY. THE CITY, DEVELOPER AND THE CITY OF WINTER SPRINGS OF ANY CONFLICTS OR REQUIRED GRADE CHANGES. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE DONE TO EXISTING UTILITIES AND SHALL BE HELD RESPONSIBLE FOR THE COST OF REPAIR.
SAVE TIME AND MONEY BY CALLING SUNSHINE 811 BEFORE YOU DIG IN FLORIDA
1-800-432-4770
ENGINEER
RECORD DRAWING
WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS
DEMOLITION PLAN
LOCHRANE
C2.0

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BEST MANAGEMENT PRACTICES SEQUENCE
LEGEND
EROSION DETAILS
TEMPORARY STONE CONSTRUCTION EXIT (SEE DETAIL 1, SHEET C5.3)
TEMPORARY SILT FENCE WITH WIRE SUPPORT (SEE DETAILS SHEET C5.3)
CURB INLET PROTECTION (SEE DETAIL, SHEET C5.3)
INLET PROTECTION (SEE DETAIL 4, SHEET C5.3)
PROPERTY LINE
PROPOSED LIMITS OF DISTURBANCE
LIMITS OF DISTURBANCE
DOUBLE SILT FENCE (IF SEPARATION)
FOR CONTINUATION OF EROSION CONTROL MEASURES SEE SWPPP PHASE 2 AND STORMWATER POND SHEETS
TUSKAWILLA ROAD
POND OUTFLOW
SILT FENCE
SCALE: 1" = 50'
WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
RECORD DRAWING
SWPPP PHASE 1
PLAN
SHEET
C3.0

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WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

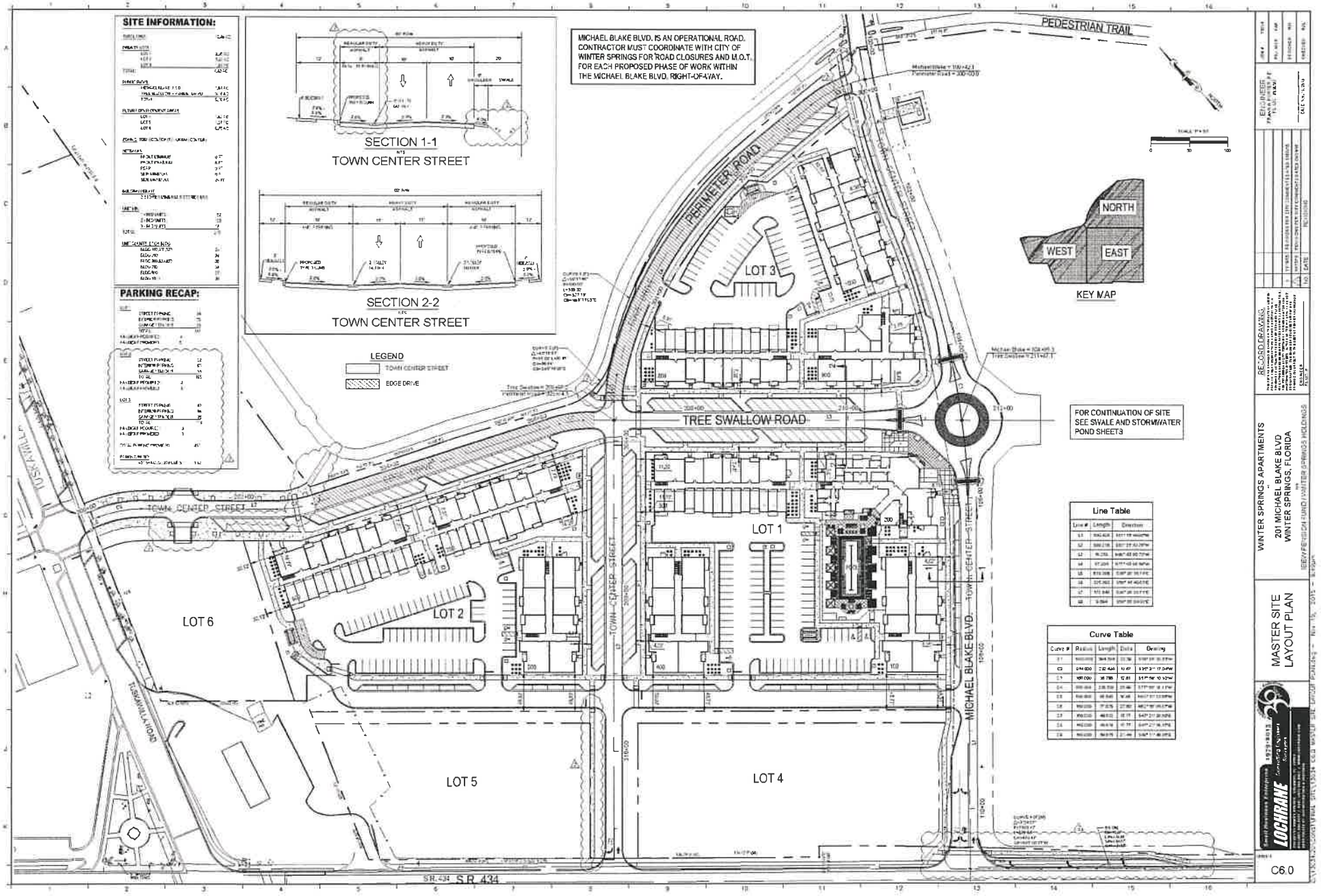
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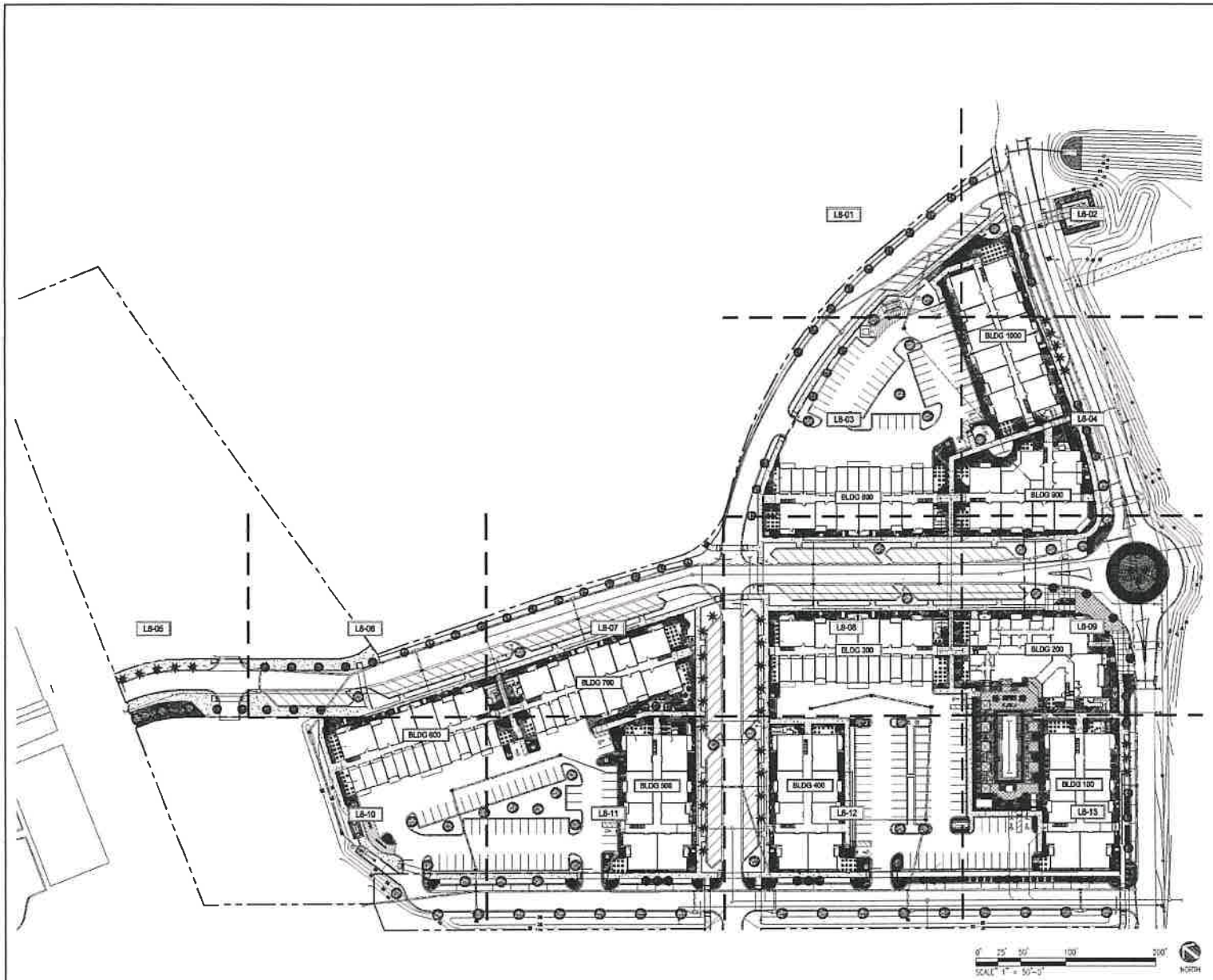
LOCHRANE Engineering, Inc.

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SITE INFORMATION:
PARKING RECAP:
SECTION 1-1
TOWN CENTER STREET
SECTION 2-2
TOWN CENTER STREET
LEGEND
TOWN CENTER STREET
EDGE DRIVE
MICHAEL BLAKE BLVD. IS AN OPERATIONAL ROAD. CONTRACTOR MUST COORDINATE WITH CITY OF WINTER SPRINGS FOR ROAD CLOSURES AND M.O.T. FOR EACH PROPOSED PHASE OF WORK WITHIN THE MICHAEL BLAKE BLVD. RIGHT-OF-WAY.
PEDESTRIAN TRAIL
PERIMETER ROAD
LOT 3
NORTH
WEST
EAST
KEY MAP
TREE SWALLOW ROAD
FOR CONTINUATION OF SITE SEE SWALE AND STORMWATER POND SHEETS
LOT 1
LOT 2
LOT 4
LOT 5
LOT 6
TOWN CENTER STREET
MICHAEL BLAKE BLVD.
TUSKAWILLA ROAD
SR 434
Line Table
Curve Table
WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
MASTER SITE LAYOUT PLAN
LOCHRANE
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PDF pg. 46



GENERAL LEGEND

- MATCHLINE
- PROPERTY LINE
- BUILDING SETBACK
- DECORATIVE FENCE
- WALL
- CURB
- STOP SIGN
- TRANSFORMER
- A/C UNIT
- CUTSHEET BOOKLET REFERENCE
- DETAIL REFERENCE / MAT. PREFERENCE
- DETAIL SEC. OR ELEV.

LANDSCAPE LEGEND

- PROPOSED TREE
- EXISTING TREES TO REMAIN
- EXISTING TREES TO BE REMOVED
- PLANT QUANTITY & TYPE (CONSULT PLANT LIST FOR COMPLETE PLANT INFORMATION)
- SHRUB AND/OR GC. BEDS. (HATCHING IS NOT INDICATIVE OF PLANT TYPE)

NOTE: ALL PLANT BEDS AND TREES TO BE MULCHED WITH NATURAL SHREDDED HARDWOOD MULCH. ALL LAWN AREAS TO BE SODDED WITH FLORITAM ST. AUGUSTINE GRASS.

UNLABELED PERVIOUS AREAS ON THE PLANS ARE TO BE CONSIDERED TURF AREAS AND CONTRACTOR IS RESPONSIBLE FOR PROVIDING SOD TO ALL SAID AREAS.

PLANT CODE LEGEND

ANN	ANNUALS
ARO	RED MAPLE
BNG	BENNETT PALM
CCH	RED BUD
CPE	TEA PLANT
CR	CANNA LILY
CVB	CROTON
EJT	JAPANESE BLUEBERRY
ELM	DWARF GARDENIA
HIS	MT. FIRE HIBISCUS
ICD	DAHOON HOLLY
PL	FLORIDA ANISE
SLX	LUSTER LEAF HOLLY
JCH	HOLLYWOOD JUNIPER
JCS	SPARTAN JUNIPER
LSC	RINGOS PALM
LM	CRAPE MYRTLE
LH	HOWARD LOUISTRUM
LT	TREE FORM LEUCISTRUM
MA	AZTEC GRASS
MT	LIRIOPE
LSA	FRUITLESS SWEETGUM
MCK	PYRAMIDAL CYPRESS
MGA	ALTA MAGNOLIA
MSX	LITTLE GEM MAGNOLIA
PM	PLUMBAGO
PCX	PINDARIO YUCCA
PDS	EXCELSIOR PALM
PMM	PODOCARPUS
PRY	PYGMY DATE PALM
PGR	PURPLE FOUNTAIN GRASS
PSS	PHILODENDRON
PST	MEXICAN DATE PALM
PTV	VARIEGATED PITTOSPORUM
QVX	LIVE OAK
RDB	DWARF OYSTER PLANT
SAD	VARIEGATED DWARF SCHEFFLERA
SAS	SCHEFFLERA
SLZ	ARROWHEAD
RTX	SOFT-TEMPERED BULRUSH
TDH	DWARF FAKAHATCHEE GRASS
TDX	BALD CYPRESS
UPE	ALLEE ELM

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 550
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO.: Lanscape Architecture: LC26000312

PROJECT

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FL 32708

POA

IBEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS

POLLACK SHORES

ISSUE	DATE
SITE PLAN SUBMITTAL	09/14/2015
SITE PLAN RESUBMITTAL	10/13/2015
SITE PLAN RESUBMITTAL	11/20/2015

DATE

JOB NUMBER 1355302

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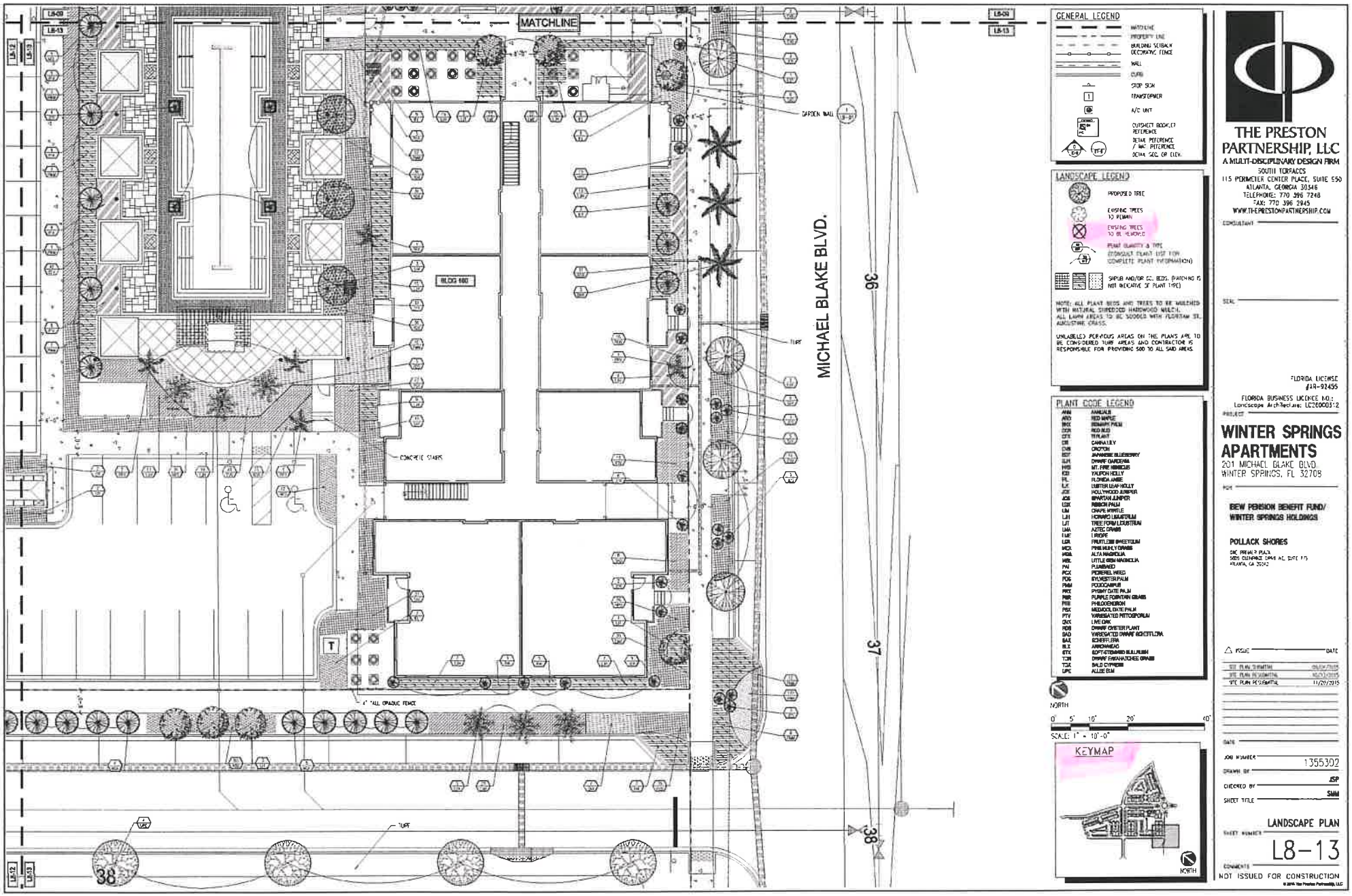
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SHEET TITLE LANDSCAPE SITE PLAN

SHEET NUMBER L8-00

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GENERAL LEGEND

- MATCHLINE
- PROPERTY LINE
- BUILDING SETBACK
- DECORATIVE FENCE
- WALL
- CURB
- STOP SIGN
- TRANSFORMER
- A/C UNIT
- OUTSHEET BOOK/CD REFERENCE
- DETAIL REFERENCE / MAC REFERENCE
- DETAIL SEC. OR ELEV.

LANDSCAPE LEGEND

- PROPOSED TREE
- EXISTING TREES TO REMAIN
- EXISTING TREES TO BE REMOVED
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- SHRUB AND/OR GC. BEDS. (PATCHING IS NOT INDICATIVE OF PLANT TYPE)

NOTE: ALL PLANT BEDS AND TREES TO BE MULCHED WITH NATURAL SHREDDED HARDWOOD MULCH. ALL LAWN AREAS TO BE SODDED WITH FLORITAM ST. AUGUSTINE GRASS.

UNLABELED PERVIOUS AREAS ON THE PLANS ARE TO BE CONSIDERED TURF AREAS AND CONTRACTOR IS RESPONSIBLE FOR PROVIDING SOD TO ALL SAID AREAS.

PLANT CODE LEGEND

ANN	ANNUALS
ARG	RED MAPLE
BRX	BISMARK PALM
DCN	RED BUD
EYE	YEW PINE
GM	CANNA LILY
CHN	CROTON
EDT	JAPANESE BLUEBERRY
GJH	DWARF GARDENIA
HIB	MT. FIRE HIBISCUS
ICD	YAUPON HOLLY
IFL	FLORIDA ANISE
ILX	LUSTER LEAF HOLLY
JCH	HOLLYWOOD JUNIPER
JCK	SPARTAN JUNIPER
LDX	RIBBON PALM
LM	CRAPE MYRTLE
LH	HORARIO LIGUSTRUM
LT	TREE FORM LIGUSTRUM
LMA	AZTEC GRASS
LMF	LIRIOPE
LSR	FRUITLESS SWEETGUM
MCX	PINK MUHLY GRASS
MGA	ALTA MAGNOLIA
MSL	LITTLE GEM MAGNOLIA
PAI	PLUMBAGO
PCX	PIDEREEL WEED
PDS	SYLVESTER PALM
PMM	PODOCARPUS
PRX	PYGMY DATE PALM
PRR	PURPLE FOUNTAIN GRASS
PRS	PHILODENDRON
PSX	MEDJOOL DATE PALM
PTV	VARIEGATED PITTOSPORUM
QVX	LIVE OAK
RDB	DWARF OYSTER PLANT
SAD	VARIEGATED DWARF SCHEFFLERA
SAX	SCHEFFLERA
SLX	ARBORVITAE
STX	SOFT CTENIANTHE BUSH RUSH
TJH	DWARF FAKAHATCHEE GRASS
TJX	BALD CYPRESS
UPE	ALLEE ELM

NORTH

0 5' 10' 20' 40'

SCALE: 1" = 10'-0"

KEYMAP

NORTH

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TOWERS
115 PERIMETER CENTER PLACE, SUITE 550
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO.: Landscape Architecture: LC26000312

PROJECT

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FL 32708

BY

BEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS

POLLACK SHORES

ISSUE — DATE

SITE PLAN SUBMITTAL	09/04/2015
SITE PLAN RESUBMITTAL	10/23/2015
SITE PLAN RESUBMITTAL	11/20/2015

DATE

JOB NUMBER 1355302

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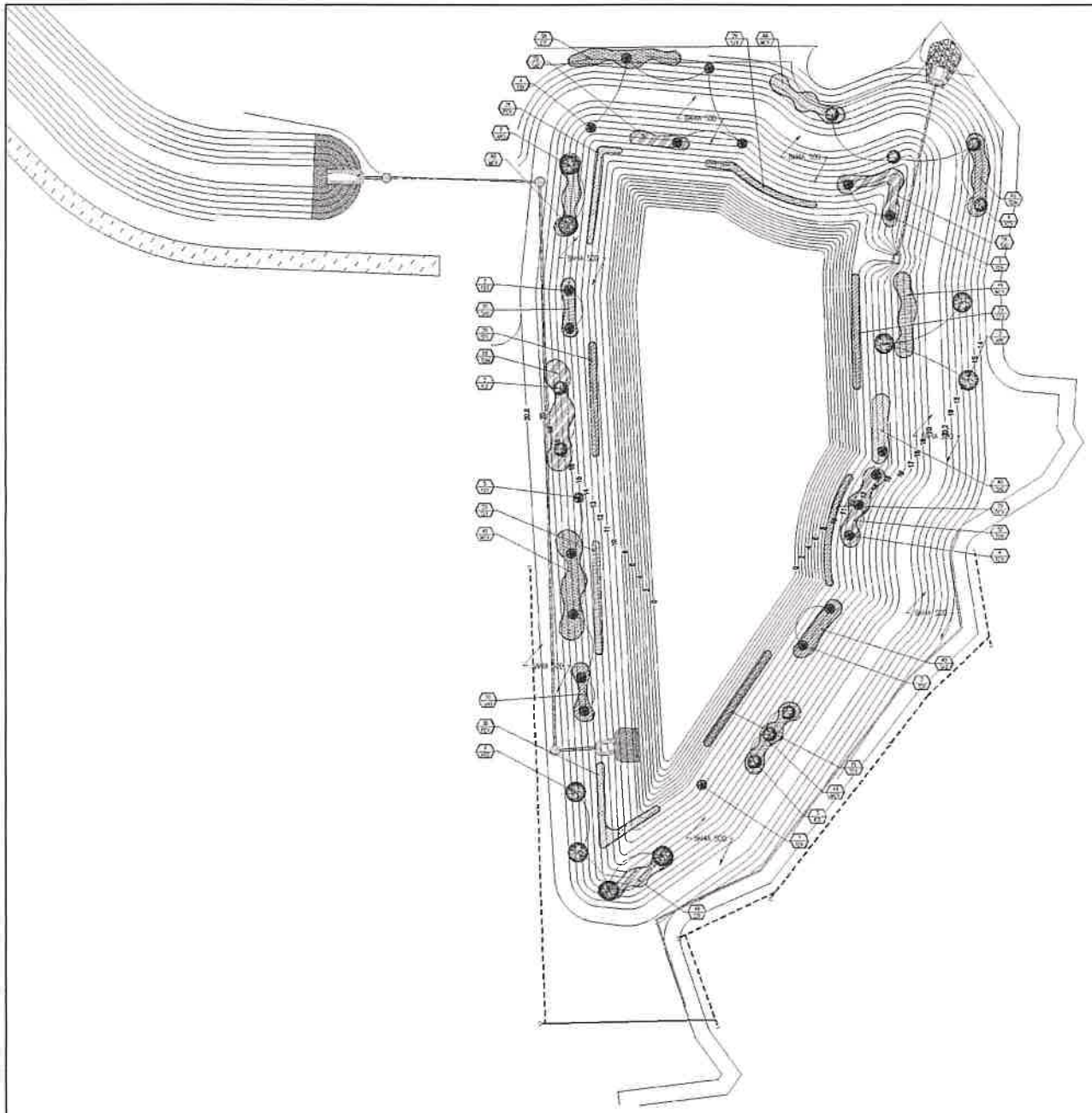
SHEET TITLE LANDSCAPE PLAN

SHEET NUMBER L8-13

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GENERAL LEGEND

- MATCHLINE
- PROPERTY LINE
- BUILDING SETBACK
- DECORATIVE FENCE
- WALL
- CURB
- STOP SIGN
- TRANSFORMER
- A/C UNIT
- OUTSHEET (BOOKLET) REFERENCE
- DETAIL REFERENCE / SHT. REFERENCE
- DETAIL SEC. OR ELEV.

LANDSCAPE LEGEND

- PROPOSED TREE
- EXISTING TREES TO REMAIN
- EXISTING TREES TO BE REMOVED
- PLANT QUANTITY & TYPE (CONSULT PLANT LIST FOR COMPLETE PLANT INFORMATION)
- SHRUB AND/OR GC BEDS (MATCHING IN NOT NECESSARY OF PLANT TYPES)

NOTE: ALL PLANT BEDS AND TREES TO BE MULCHED WITH NATURAL SHREDDED HARDWOOD MULCH. ALL LAWN AREAS TO BE SODDED WITH FLORITAM ST. AUGUSTINE GRASS.

UNLABELED PERVIOUS AREAS ON THE PLANS ARE TO BE CONSIDERED TURF AREAS AND CONTRACTOR IS RESPONSIBLE FOR PROVIDING SOD TO ALL SAID AREAS.

PLANT CODE LEGEND

ANN	ANNUALS
ARO	RED MAPLE
BRX	ROYAL PALM
DCR	RED BUD
DFX	TI PLANT
DR	CANNA LILY
EVS	CROTON
EGT	JAPANESE BLUEBERRY
GJR	DWARF GARDENIA
HRS	MT. FIRE MINNCIER
IDD	YAUPON HOLLY
FL	FLORIDA ANISE
ILX	LUSTER LEAF HOLLY
JCH	HOLLYWOOD JUNIPER
JCS	SPARTAN JUNIPER
LDX	RIBBON PALM
LM	CRAPE MYRTLE
LH	HOWARD LIGUSTRUM
LIT	TREE FORM LIGUSTRUM
LMA	AZTEC GRASS
LUS	LIRIOPE
MR	FRUITLESS SWEETGUM
MCX	PINK MUHLY GRASS
MGA	ALTA MAGNOLIA
MGL	LITTLE GEM MAGNOLIA
PM	PLUMBAGO
PCX	PICKEREL WEED
PDS	SYLVESTER PALM
PMM	PODOCARPUS
PRT	PYGMY DATE PALM
PSR	PURPLE FOUNTAIN GRASS
PXB	PHILODENDRON
PXX	MEDJOOL DATE PALM
PTV	VARIEGATED PITTOSPORUM
QVX	LIVE OAK
RDS	DWARF OYSTER PLANT
SAD	VARIEGATED DWARF SCHEFFLERA
SAX	SCHEFFLERA
TLX	ARECA PALM
XFX	SOFT CUTGRASS BULLRUSH
TDW	DWARF FAKAHATCHEE GRASS
TDX	BALD CYPRESS
UPE	ALLEE ELM

NORTH

0' 15' 30' 60' 120'

SCALE: 1" = 30'-0"

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 650
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2845
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

SEAL

FLORIDA LICENSE
#AR-92455

FLORIDA BUSINESS LICENCE NO.:
Lancscape Architecture: LC26000312

PROJECT

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FL 32708

FOR

IBEW PENSION BENEFIT FUND/
WINTER SPRINGS HOLDINGS

POLLACK SHORES

ONE PREMIER PLAZA
5605 GLENRIDGE DRIVE NE, SUITE 775
ATLANTA, GA 30342

△ ISSUE	DATE
SITE PLAN SUBMITTAL	09/04/2015
SITE PLAN RESUBMITTAL	10/13/2015
SITE PLAN RESUBMITTAL	11/20/2015

DATE

JOB NUMBER 1355302

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SHEET TITLE
RETENTION POND
LANDSCAPE PLAN

SHEET NUMBER
L8-14

COMMENTS
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GENERAL LANDSCAPE NOTES

- LANDSCAPE WORK SHALL INCLUDE, BUT IS NOT LIMITED TO, THE SUPPLYING OF ALL PLANT MATERIALS SPECIFIED, THE FURNISHING OF ALL LABOR, EQUIPMENT, WATER, ELECTRICITY, EQUIPMENT AND ALL MATERIALS CALLED. THE WORK SHALL INCLUDE MAINTAINING OF ALL PLANTS AND PLANTING AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER. THE LC SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE LA AND SUPERVISE THE WORK AT ALL TIMES THROUGH FINAL OWNER ACCEPTANCE.
- ALL LANDSCAPE WORK SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES. PERMITTING IS THE RESPONSIBILITY OF THE LC.
- VERIFICATION OF EXISTING CONDITIONS IS THE RESPONSIBILITY OF THE LC. THIS INCLUDES BUT IS NOT LIMITED TO, SOIL CONDITIONS, UTILITIES (UNDERGROUND AND ABOVE GROUND) EXISTING STRUCTURES, ETC.
- THE LC SHOULD BE COMPLETELY FAMILIAR WITH LANDSCAPE PLANS PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES, EXISTING PROBLEMS, ETC. SHOULD BE MADE KNOWN TO THE LA PRIOR TO COMMENCEMENT OF WORK.
- ALL RESPONSIBLE SAFEGUARDS ARE TO BE TAKEN IN ORDER TO PROTECT EXISTING STRUCTURES, PAVEMENT, PLANTINGS, LAWN AND SANDBLASTING. THE LC IS RESPONSIBLE FOR ANY DAMAGE THAT OCCURS AS A RESULT OF LC NEGLIGENCE.
- EXISTING AND PROPOSED DRAINAGE PATTERNS ARE NOT TO BE DISTURBED BY THE LC IN A WAY THAT IS INCONSISTENT WITH THE LANDSCAPE PLANS.
- THE LC IS RESPONSIBLE FOR COORDINATING WORK TO BE PERFORMED WITH THE WORK OF OTHER SUBCONTRACTORS ON THE SITE, INCLUDING SCHEDULING AND PHYSICAL INTERFERENCE.
- THE LC MUST CONFIRM THE AVAILABILITY OF ALL SPECIFIED PLANT MATERIAL PRIOR TO THE COMMENCEMENT OF WORK. THE LC SHALL ARRANGE, FOR APPROVAL OF PLANT MATERIALS BY THE LA VIA FIELD VISITS/TAGGING AND OR SUBMISSION OF PLANT SAMPLES AT THE DISCRETION OF THE LA.
- ALL PLANT MATERIAL SHALL MEET OR EXCEED THE AMERICAN STANDARDS FOR NURSERY STOCK AS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND APPROVED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE INC.
- ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. ALL CONTAINER AND TREE CALIPER SIZES ARE MINIMUM. CONTAINER OR CALIPER SIZE MAY BE INCREASED IF NECESSARY TO PROVIDE OVERALL PLANT SIZE SPECIFIED.
- ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE JOB SITE BY THE LA PRIOR TO INSTALLATION. WHEN DEEMED PLANT MATERIAL DOES NOT COMPLY WITH THE REQUIREMENTS, THE LA RESERVES THE RIGHT TO REJECT SUCH PLANTS AND REQUIRE THE LC TO REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL REPLACEMENTS ARE FOUND TO BE ACCEPTABLE. THE LC SHALL REMOVE REJECTED PLANTS AND MATERIALS FROM THE PLANTING SITE WITHIN 72 HOURS AND REPLACE WITH ACCEPTABLE MATERIALS.
- NO PLANT SUBSTITUTIONS WILL BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE LA. ANY SUBSTITUTIONS MUST BE SUBMITTED IN WRITING ACCOMPANIED BY PICTURES OR SAMPLES FOR APPROVAL BY THE LA PRIOR TO INSTALLATION.
- ALL SHRUB BEDS SHALL BE FILLED TO MINIMUM DEPTH OF 12". PLANTING BEDS TO BE SEPARATED FROM LAWN AREAS WITH A 4" DEEP ENCRAVED TRENCH. THE TRENCH SHALL HAVE A VERTICAL FACE AGAINST THE LAWN AREA AND A GENTLY TAPERED SLOPE LEADING INTO THE SHRUB BED.
- THE LC IS RESPONSIBLE FOR ENSURING THAT THE SOIL IN ALL PLANTED AREAS IS OF AN APPROPRIATE TYPE AND CONSISTENCY FOR PLANTING AND AT THE CORRECT pH. THE LC IS RESPONSIBLE FOR FIELD VERIFYING SOIL SUITABILITY, AND ANY NECESSARY AMENDMENTS SHOULD BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LA.
- THE LC SHALL BE RESPONSIBLE FOR REMOVING EXISTING VEGETATION AS REQUIRED AND PREPARING PLANTING AREAS PRIOR TO INSTALLATION OF PLANT MATERIALS.
- THE LANDSCAPE CONTRACTOR SHALL TEST PROJECT SOILS TO VERIFY THAT THE SOILS ON-SITE ARE ACCEPTABLE FOR PROPER GROWTH OF PLANT MATERIALS AND ADEQUATE DRAINAGE IN PLANT BEDS AND PLANTERS. THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE LOCATION AND PROCUREMENT OF EXISTING ON-SITE SOIL SAMPLES WITH THE LANDSCAPE ARCHITECT. REPRESENTATIVE SAMPLES SHALL BE SUBMITTED TO A CERTIFIED TESTING LABORATORY FOR ANALYSIS. THE FINDINGS, TOGETHER WITH RECOMMENDATIONS FOR AMENDING THE SOILS SHALL BE REVIEWED AND APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO DELIVERY AND INCORPORATION OF PLANT MATERIALS AT THE JOB.
- THE LANDSCAPE CONTRACTOR SHALL ENSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH HARDPAN AND COMPACTED FILL SHALL BE ACCOMPLISHED TO ENSURE DRAINAGE.
- ALL PLANTING BEDS SHALL BE STAKED AND CHECKED BY THE LC FOR APPROVAL BY THE LA PRIOR TO PLANT INSTALLATION. TREES SHALL BE LOCATED WITH SURVEY ON FILE AS FOR APPROVAL BY THE LA PRIOR TO INSTALLATION.
- ALL PROPOSED TREES SHALL BE INSTALLED EITHER ENTIRELY IN OR ENTIRELY OUT OF PLANTING BEDS. PLANTING BED OUTLINES SHALL NOT BE INTERRUPTED AND SHALL BE SMOOTH AND FLOWING. IF TREES ARE LOCATED OUTSIDE PLANTING BEDS IN SOD AREAS, MAINTAIN A MINIMUM 3' WIDE OFFSET.
- THE PLANT QUANTITIES SHOWN ON THE LANDSCAPE CONTRACT DOCUMENTS ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND REPORTING ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO CONTRACT AWARD AND COMMENCEMENT OF WORK.
- THE LC IS RESPONSIBLE FOR DETERMINING THE AMOUNT OF SOD OR SEED REQUIRED TO INSTALL LAWN AREAS ACCORDING TO THE LANDSCAPE PLANS. ANY ADDITIONAL SOD OR SEEDING AREAS ADDED TO THE PLANS DURING THE INSTALLATION PROCESS SHALL BE PRICED BY THE LC AS A MUTUALLY AGREED UPON SQ. FT. UNIT COST. AREAS TO BE SEEDED OR SOD SHALL BE ANCHORED PER SOD'S PERMIT TO PROVIDE ADEQUATE WATERING AND SOIL PH OF BETWEEN 6.0 AND 7.0.
- THE LC SHALL BE RESPONSIBLE FOR THE STABILITY AND PLUMB CONDITION OF ALL INSTALLED PLANT MATERIALS AND REPLACING ANY LEANING PLANT MATERIAL WITH PLANTS OF EQUAL KIND, SIZE AND CONFORMITY AT NO ADDITIONAL COST TO THE OWNER. NO CHANGE ORDERS ATTACHED TO THE TAKEOFF SHALL BE USED WHEN INSTALLING PLANT MATERIALS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PREVENT PLANTS AND TREES FROM FALLING OR BEING BLOWN OVER AND TO REPLACE ALL PLANTS WHICH ARE DAMAGED DUE TO INADEQUATE STAKING OR STAKING AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL ENSURE ALL STAKING MATERIALS ARE REMOVED AT THE END OF THE WARRANTY PERIOD AND DISPOSE OF PROPERLY.
- ALL PLANTING BEDS SHALL BE MULCHED WITH A 4" LAYER OF MULCH AS SPECIFIED. ALL TREES SHALL HAVE A 4" THICK MULCH RING PLACED AROUND THE BASE OF THE TRUNK. THE LANDSCAPE SCOPE OF WORK INCLUDES MULCHING AS AN INTEGRAL PART OF THE PROJECT AND NOT AS A SEPARATE COST ITEM.
- ALL PLANT MATERIALS SHALL RECEIVE ADEQUATE WATERING BY THE LC AS REQUIRED UNTIL THE LANDSCAPE IRRIGATION SYSTEM IS FULLY OPERATIONAL AND FINAL FINAL ACCEPTANCE BY OWNER.
- ALL EXISTING PLANT BEDS TO REMAIN WITHIN THE CONSTRUCTION LIMIT LINE SHALL BE LEFT UNDISTURBED. EXISTING TREES TO REMAIN, AS NOTED ON THE DRAWINGS, SHALL BE LEFT UNDISTURBED AND PROTECTED BY BARRICADES ERECTED AT THE PERIMETER OF THE TREE DRIP LINE (TYP.). NO VEHICLE SHALL DRIVE/PARK WITHIN THIS AREA NOR SHALL ANY STORAGE OF MATERIALS OR EQUIPMENT BE PERMITTED WITHIN THE AREA OF THE TREE DRIPLINE(S). ANY EXISTING PLANT BEDS OR TREES DAMAGED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED BY THE RESPONSIBLE PARTY AT THEIR OWN EXPENSE.
- NO TREES SHALL BE PLANTED WITHIN DESIGNATED UTILITY EASEMENTS, PUBLIC RIGHT OF WAY (WITHOUT PROOF OF RWP UTILIZATION PERMIT) NOR ANY PLANTS LOCATED WITHIN FOUR FEET (4') OF ANY STORM SEWER CENTERLINE. IDENTIFIED ON THE DRAWINGS. FIELD ADJUST AS NECESSARY AND REVIEW ADJUSTMENTS WITH THE LA PRIOR TO INSTALLATION.
- THE LC SHALL BE RESPONSIBLE FOR PROVIDING EFFECTIVE TRAFFIC CONTROL AND FLAGGING OF ALL EQUIPS AND ENCUMBERED BACKTRAIL OFF-SITE ON A DAILY BASIS AT NO ADDITIONAL COST TO THE OWNER.
- NOTE: QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWING SHALL BE FURNISHED BY THE LC. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. ALL ESTIMATES ARE ONLY AN AID FOR CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS OWN ESTIMATES. DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, AND FURTHER CONSIDERATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF PLANT MATERIAL ACCORDING TO DRAWINGS.
- WARRANTY: ALL PLANTS SHALL BE MAINTAINED TO REMAIN ALIVE AND HEALTHY AND IN THRIVING CONDITION FOR ONE YEAR FROM THE DATE OF JOB ACCEPTANCE. PLANTS SHALL BE SPECIMEN QUALITY. PLANTS SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED AND EVENLY FOLIATED WHEN IN LEAF.
- HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO TIP. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND NOT LESS THAN 50 PERCENT OF THE PLANTS SHALL BE AS LARGE AS THE MAXIMUM SIZE SPECIFIED.
- SHADE TREES SHALL BE STANDARD UNLESS OTHERWISE SPECIFIED. SEE SPECIFICATIONS FOR FERTILIZER AND AMENDMENT ADDITIVES.
- THE TRUNK FLARE DEPTH FOR ALL TREES SHOULD BE VISIBLE AT +/- 2" ABOVE GRADE.
- ALL BALLED TREES SHALL HAVE BEEN HOTE ROOT PRUNED AT THE NURSERY OR FIELD LOCATION IN THE NURSERY OR AFTER. CONTRACTOR RESPONSIBLE FOR OBTAINING INFORMATION REGARDING NURSERY GROWING PRACTICES AND CONFIRMATION OF THIS INFORMATION TO THE LANDSCAPE ARCHITECT.
- WIRE BASKETS SHOULD HAVE TOP WIRE CUT AWAY FROM BRANCH HORIZONTALLY, AND REMAINDER OF BASKET TO REMAIN.
- ALL BALLED TREES SHALL BE MOVED WITH STRAPPING CONNECTED TO ANY BURLAP ONLY. NEVER ATTACHED DIRECTLY TO TREE TRUNK. CONTAINER PLANTS SHALL BE MOVED IN A WAY THAT IS COMPLETELY SUPPORTED BY THE CONTAINER, NOT THE TREE TRUNK.
- PLANTS SHALL BE SUBJECT TO REVIEW BY LANDSCAPE ARCHITECT AT THE NURSERY. LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF MATERIALS AND PLACEMENT.
- ALL TREES TO BE INSTALLED WITH ROOT ANCHORS, USE SWING PRECOMPACT, POINT OF VISIBILITY
- ALL LANDSCAPE BEDS TO BE EDGED AS SHOWN IN LANDSCAPE DETAILS.
- LC TO ENSURE ALL PINE ROOTS BE STAKED ESTABLISHED IN BALL THAT HAS BEEN PROPERLY WRAPPED AND SECURELY TIED WITH TWINE OR WIRE 30" PLANTED

Canopy Trees

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
ARO	Acer rubrum 'October Glory'	Red Maple	65 Gal 14" Min. Ht. Full; Nursery-Grown	27
LSR	Liquidambar styraciflua 'Rotundiloba'	Fruitless Sweetgum	30 Gal 10" Min. Ht. Full; Nursery-Grown	16
QVX	Quercus virginiana	Live Oak	65 Gal 12" Min. Ht. Full; Nursery-Grown	19
TDX	Taxodium distichum	Bald Cypress	65 Gal 14" Min. Ht. Full; Nursery-Grown	18
UPE	Ulmus parvifolia 'Emer II'	Allee Elm	30 Gal 10" Min. Ht. Full; Nursery-Grown	9

Understory Trees

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
CCR	Cercis canadensis 'Hearts of Gold'	Red Bud	15 Gal 6' Min. Ht.	22
EOT	Elaeocarpus decipiens	Japanese Blueberry	65 Gal 12' Min. Ht.; 6' C.T.	34
ICO	Ilex vomitoria	Yaupon Holly	30 Gal 7' Min. Ht.	9
ILX	Ilex latifolia	Lusiter Leaf Holly	30 Gal 6' Min. Ht.	18
LIM	Lagerstroemia indica 'Muskogee'	Crape Myrtle	30 Gal 8' Min. Ht. Standard	26
LJT	Ligustrum japonica	Tree Form Ligustrum	30 Gal 6' Min. Ht.	66
MGA	Magnolia grandiflora 'TM/DH'	Alta Magnolia	30 Gal 10' Min. Ht.; F.T.O.	10
MGL	Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	65 Gal 16' Min. Ht.	6

Palms

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
BNX	Bismarckia nobilis	Bismarck Palm	10' C.T. Matl Root Ball Unacceptable	14
LDX	Livistona decipiens	Ribbon Palm	15' C.T. Matl Root Ball Unacceptable	25
PDS	Phoenix sylvestris	Sylvester Palm	14' Ht. Matl Root Ball Unacceptable	5
PRX	Phoenix roebelenii	Pygmy Date Palm	25 Gal 6 Min. C.T. Triple; Matl Root Ball Unacceptable	74
PSX	Phoenix dactylifera 'Medjool'	Medjool Date Palm	14' Ht. Matl Root Ball Unacceptable	3
RHX	Rhapidophyllum hystrix	Needle Palm	25 Gal 4' min. ht. Triple	21

Shrubs

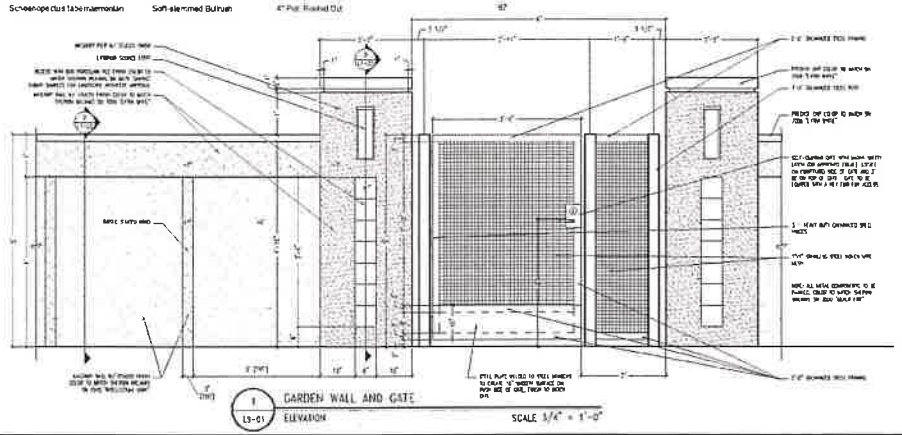
Symbol	Botanical Name	Common Name	Size & Spec	Quantity
CFX	Cordyline fruticosa	TI Plant	3 Gal 24" Full Matched	243
CIT	Canna indica 'Tropicana Black'	Canna Lily	3 Gal 36" Full Matched	250
CVB	Codiaeum variegatum 'Bravo'	Croton	3 Gal 36" Full Matched	372
GJR	Gardenia jasminoides 'Radicans'	Dwarf Gardenia	3 Gal Full Matched	93
HRS	Hibiscus rosa-sinensis 'Mc Fee'	Mc Fee Hibiscus	3 Gal 36" Full; Matched	445
IFL	Ilicium floridanum	Florida Anise	7 Gal; Full Matched	430
JCK	Juniperus chinensis 'Kaizuka'	Hollywood Juniper	8 Ht.; Full; Matched	53
JCS	Juniperus ci nensis 'Spartan'	Spartan Juniper	6' Ht.; Full; Matched	139
LJH	Ligustrum japonica 'Howard'	Howard Ligustrum	3 Gal 30" Full Matched	423
MCX	Muhlenbergia capillaris	Pink Muhly Grass	3 Gal 30" Full Matched	236
PAI	Plumbago auriculata 'Imperial Blue	Plumbago	3 Gal 30" Full Matched	231
PMM	Podocarpus macrophyllus mak	Podocarpus	3 Gal 30" Full Matched	374
PSR	Pennisetum setaceum 'Rubrum'	Purple Fountain Grass	3 Gal 18"x 18" Full Matched	152
PSS	Philodendron selloum	Philodendron	3 Gal 30" Full Matched	181
PTV	Pittosporum tobira 'Variegata'	Variegated Pittosporum	3 Gal 30" Full Matched	190
SAD	Schefflera arboricola	Variegated Dwarf Schefflera	3 Gal 30" Full Matched	442
SAX	Schefflera arboricola	Schefflera	7 Gal x7" Full Matched	243
TDN	Tripsacum dactyloides 'Nana'	Dwarf Fakahatchee Grass	3 Gal 14"-16" Full Matched	214

Groundcover

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
ANM	Annual Plant Material	Annuals	4" Pot; Rooted Cut	490
LME	Liriope muscari 'Evergreen Giant'	Lilirope	1 Gal; 18" Full plant Matched	542
LMA	Liriope muscari 'Aztec Grass'	Aztec Grass	1 Gal; 18" Full plant Matched	1083
RDR	Rhoeo cavalior 'Bermuda'	Dwarf Oyster Plant	1 Gal; 14" Full plant Matched	1346

Aquatic Plantings

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
PCX	Pontederia cordata	Pickerel Weed	4" Pot; Rooted Cut	94
SLX	Sagittaria latifolia	Arrowhead	4" Pot; Rooted Cut	98
STX	Schoenoplectus tabernaemontani	Soft-stemmed Bulrush	4" Pot; Rooted Cut	87



GENERAL LANDSCAPE NOTES (CONT.)

- SOD AND SEED QUANTITIES TO BE PROVIDED BY CONTRACTOR.
- THE CONTRACTOR SHALL ACCOMPANY LANDSCAPE ARCHITECT ON REVIEW TRIPS. CONTRACTOR TO SUBMIT PHOTOS OF ALL TREES WITH BID SUBMITTAL.
- TREES SPECIFIED TO HAVE CLEAR TRUNK HEIGHT TO BE PURCHASED FROM THE NURSERY WITH SAID CLEAR TRUNK HEIGHT, NOT FIELD-PRUNED BY CONTRACTOR.

SPECIAL NURSERY SOURCE NOTE:

THE FOLLOWING NURSERIES ARE APPROVED IN ALL CASES AS PROVIDER(S) FOR PLANT MATERIAL SPECIFIED FOR THIS PROJECT. OTHER NURSERIES ARE ACCEPTABLE PROVIDING THE LANDSCAPE CONTRACTOR CAN PROVIDE INFORMATION TO THE LANDSCAPE ARCHITECT INDICATING THAT THE NURSERY FOLLOWS APPROPRIATION AND GROWING PRACTICES AS INDICATED IN THE ACCOMPANYING SPECIFICATIONS. IF A SPECIFIC NURSERY IS LISTED IN THE PLANT MATERIAL SPECIFICATIONS THIS NURSERY MUST BE USED AS THE SOURCE OF SAID PLANT MATERIAL.

CHERRY LAKE NURSERY, CLEVELAND, FLORIDA 1-800-429-2121

SELECT TREES, ATHENS, GEORGIA 706-769-5879

DOGS CREEK NURSERY, HOMERSVILLE, GEORGIA 478-783-4575

MID-GEORGIA NURSERY, MEANSVILLE, GEORGIA 770-567-3874

NOTE: ALL PLANT SUBSTITUTIONS TO BE SUBMITTED TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OR PROCUREMENT OF PLANT MATERIAL.

Mitigation Tree Credits

Common Name	Botanical Name	Gallon Size/ Minimum Height	Credit per Tree	Quantity	Total Credits
Red Maple	Acer rubrum	65 gal, 14" min. ht.	4	27	108
Sweetgum	Liquidambar styraciflua	30 gal, 10' min. ht.	4	16	64
Live Oak	Quercus virginiana	65 gal, 14' min. ht.	4	19	76
Bald Cypress	Taxodium distichum	65 gal, 14' min. ht.	4	18	72
Allee Elm	Ulmus parvifolia	30 gal, 10' min. ht.	4	9	36
Red Bud	Cercis canadensis	15 gal, 6' min. ht.	2	22	44
Japanese Blueberry	Elaeocarpus decipiens	65 gal, 8' min. ht.	4	34	136
Yaupon Holly	Ilex vomitoria	30 gal, 7' min. ht.	3	9	27
Lusiter Leaf Holly	Ilex latifolia	30 gal, 7' min. ht.	1	18	18
Crape Myrtle	Lagerstroemia indica	30 gal, 8' min. ht.	1	26	26
Tree Form Ligustrum	Ligustrum japonica	30 gal, 6' min. ht.	1	66	132
Alta Magnolia	Magnolia grandiflora	30 gal, 7' min. ht.	1	10	10
Little Gem Magnolia	Magnolia grandiflora	65 gal, 10' min. ht.	4	6	24
Pygmy Date Palm	Phoenix roebelenii	25 gal, 6' min. ht. triple	2	74	74
Needle Palm	Rhapidophyllum hystrix	25 gal, 4' min. ht. triple	4	21	84
				Total:	898

NOTE TO CONTRACTOR:

QUANTITIES OF PLANTS AND MATERIALS ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES FROM THE LANDSCAPE PLANTING LAYOUT SHEETS. CONTRACTOR IS CONSECUTIVELY OBLIGATED TO INSTALL LANDSCAPE MATERIAL AS SHOWN ON PLANS REGARDLESS OF PROVIDED QUANTITIES.

NOTE TO CONTRACTOR:

IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO DETERMINE WHETHER TREES ARE TO BE FIELD TAGGED BY THE OWNER OR TREE TEAM (TC ANDREW). IF TREES WERE UNDER-PLANTING, TREES ARE TO BE TAGGED WHEN ALL CLEAR TRUNK. OTHERWISE TREES SHOULD BE TAGGED IN THE ORCHARD. CLEAR-TRUNK TREES NEED TO BE PURCHASED FROM THE NURSERY AS CLEAR-TRUNK, NOT FIELD PRUNED BY THE CONTRACTOR.

CONTRACTOR / LANDSCAPE CONTRACTOR PLEASE NOTE:

NOTE: ALL TREES TO BE TAGGED BY THE LANDSCAPE ARCHITECT AT SOURCE NURSERY PRIOR TO PROCURMENT BY LANDSCAPE CONTRACTOR. CONSULT L9-01 FOR NURSERY SOURCE INFORMATION. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE LANDSCAPE ARCHITECT A MINIMUM OF THIRTY DAYS IN ADVANCE OF TAGGING FOR SCHEDULING PURPOSES.

ANY TREES NOT TAGGED BY THE LANDSCAPE ARCHITECT IN ADVANCE OF INSTALLATION ARE SUBJECT TO REMOVAL AND REPLACEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER OR LANDSCAPE ARCHITECT. TREES TO BE REMOVED AS SPECIFIED BY LANDSCAPE ARCHITECT.

LANDSCAPE CONTRACTOR TO PROVIDE PHOTOGRAPHS OF ALL SHRUB/GROUNDCOVER MATERIAL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO JOBSITE FOR APPROVAL.

GENERAL IRRIGATION SPECIFICATIONS

THE IRRIGATION PLANS AND INSTALLATION PERFORMED FOR THE ACCOMPANYING LANDSCAPE ARCHITECTURAL PLANS SHALL MEET/EXCEED THE FOLLOWING STANDARDS. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE. IF THESE STANDARDS AS WELL AS THE SPECIFICS OF SAID IRRIGATION PLANS WERE NOT SPECIFICATIONS ARE NOT A REQUIREMENT FOR ANY APPROVED SITE-PLAN/ SUBDIVISION SPECIFICATIONS, THE LC'S BID AS SUBMITTED BY ALLOW FOR PROPERLY INSTALLATION THAT IS (1) THAT MEETS MINIMUM-ACCEPTED STANDARDS. THESE ARE THE MINIMUM REQUIREMENTS FOR PROJECTS IRRIGATION INSTALLATION.

- HEAD-TO-HEAD COVERAGE IS TO BE PROVIDED IN ALL AREAS IRRIGATED WITH POP-UP SPRINKLERS. TIPS IS TO MEANS THAT EVERY LOCATION IN SAID AREAS WILL BE EVENLY SERVED WITH WATER FROM AT LEAST TWO IRRIGATION SPRAY HEADS.
- ALL TREES (NON PLANT 3 THAN 1" CALIPER OF CONTAINER SIZE > 15 GALLON) SHALL BE IRRIGATED WITH BUBBLERS.
- ALL LAWN AREAS AND SHRUBS/GROUND COVER AREAS PLANTED WITH MATERIAL IN 1 GALLON POTS OR SMALLER SHALL BE IRRIGATED WITH POP-UP SPRAY HEADS.
- DRIP IRRIGATION IS AN ACCEPTABLE ALTERNATIVE FOR SHRUB PLANTINGS > 1 GALLON AND < 30 GALLON. DRIP LINES SHALL BE ANCHORED TO GROUND TO ENSURE ADHERENCE TO MULCH.
- NO IRRIGATION WATER SHALL BE DIRECTED TO PROTRUDING MASONRY, STRUCTURAL SURFACES, OR HARDSCAPE SURFACES OF ANY KIND. IRRIGATION NOT TO BE DIRECTED ON TO ROADWAYS.
- NO BELOW TRENCHING IS TO BE PERMITTED UNDERNEATH DRIP LINES OF EXISTING TREES. TRENCHING SHALL BE MINIMIZED AND CONDUCTED BY HAND TO AS TO PROTECT EXISTING TREE ROOTS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL EXISTING UTILITIES LOCATED AND TO MAKE ANY REPAIRS CAUSED BY IRRIGATION INSTALLATION WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ACTUATE AS BUILT DRAWINGS OF THE INSTALLED IRRIGATION SYSTEM THROUGHOUT THE CONSTRUCTION PROCESS. AS BUILT DRAWINGS SHALL BE PROVIDED TO OWNER AND FOR OWNER'S REPRESENTATIVE PRIOR TO THE LANDSCAPE HAS BEEN APPROVED IN THEIR ENTIRETY AS ESTABLISHED WITHIN THESE SPECIFICATIONS.
- FINAL ACCEPTANCE OF WORK WILL NOT BE PROVIDED UNTIL THE CONTRACTOR HAS FIELD DEMONSTRATED TO OWNER AND FOR OWNER'S REPRESENTATIVE THAT THE LANDSCAPE HAS BEEN IRRIGATED IN THEIR ENTIRETY AS ESTABLISHED WITHIN THESE SPECIFICATIONS.
- 2 YEAR COVERAGE TO BE PROVIDED THAT ALL TEMPORARILY SUSPENDED IRRIGATION SYSTEM FUNCTION IN THE EVENT OF A NATURAL RAINFALL EVENT (NOT AMOUNT TO BE PREDETERMINED).
- PROGRAMMABLE CONTROLLER TO BE LOCATED ON THE INSIDE IN A BUILDING OF THE OWNER'S CHOOSING. CONTRACTOR TO ENSURE THAT PROGRAMMING HAVE BEEN MADE WITH APPROPRIATE SCHEDULES/SUBDIVISIONS FOR THIS INSTALLATION.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE POINT-OF-CONNECTION PRIOR TO SUBMITTING HIS BID FOR INSTALLATION WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE ELECTRICAL AND ELECTRICIAN WORKS WILL BE PERFORMED AS REQUIRED FOR COMPLETE INSTALLATION OF SYSTEM TYP OF THE SPECIFICATIONS.
- PIPE UNDER AND BACKFILL 18" MIN. COVER OVER MAINLINES, 12" MIN. COVER OVER LATERAL LINES, OR AS NECESSARY TO PROTECT BETWEEN MATERIALS. PIPES SHALL BE AS PLACED ON TOP OF ONE ANOTHER BUILDING TO BE CONNECTED IN 8" MIN. LAYERS FULLY COMPACTED BETWEEN LAYERS. WATER TO BE TESTED PRIOR TO ANY BACKFILL ACTIVITY.
- LINES TO BE FLUSHED PRIOR TO INSTALLATION OF IRRIGATION HEADS.
- PIPING TO REMAIN ZONES TO BE COLOR COORDINATED. ANY PIPING UTILIZED FOR RE-USE WATER SHALL BE COLORED PURPLE.
- VALVE BOXES TO BE LOCATED PER THE MANUFACTURER'S SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY COMPONENTS OF IRRIGATION SYSTEM (INCLUDING BUT NOT LIMITED TO PIPING, VALVES, VALVE BOXES, WIRING, CONTROLLER, ENCLOSURE, BACKFLOW PREVENTER, WATER METER, SPRINKLERS, BUBBLERS, ETC).
- CONTRACTOR TO PROVIDE 1 YEAR WARRANTIES (PARTS AND LABOR) FROM THE DATE OF FINAL ACCEPTANCE OF WORK.

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 650
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2845
WWW.THEPRESTONPARTNERSHIP.COM
CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO: Landscape Architecture: LC26000512

PROJECT

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FL 32708

FOR

IBEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS

POLLACK SHORES

ONE PIERMONT PLAZA
5605 GLENRIDGE DRIVE NE, SUITE 735
ATLANTA, GA 30342

ISSUE	DATE
SITE PLAN SUBMITTAL	06/04/2015
SITE PLAN RESUBMITTAL	10/13/2015
SITE PLAN RESUBMITTAL	11/20/2015

DATE

JOB NUMBER: 1355302

DRAWN BY

CHECKED BY: JSP

SHEET TITLE: PLANT LIST & NOTES

SHEET NUMBER: L9-01

COMMENTS: NOT ISSUED FOR CONSTRUCTION

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COMMISSION AGENDA

ITEM 500

Informational	
Consent	
Public Hearings	**X**
Regular	

February 09, 2015	KS	RS
Regular Meeting	City Manager	Department

REQUEST:

The Community Development Department – Planning Division requests the City Commission consider approval of: 1) Concept Plan, and 2) associated Development Agreement for an apartment complex consisting of a minimum of 250 units to a maximum of 338 units located on the east side of Tuskawilla Road, north of SR 434 and west of Michael Blake Boulevard.

SYNOPSIS:

The applicant is requesting approval of a Concept Plan and associated Development Agreement for an apartment complex that will be developed into a minimum of 250 units to a maximum of 338 units. The subject property is located in the T5 zone (Urban Center Zone) of the Town Center. Multifamily uses such as apartments are a permitted use in the T5 zone of the Town Center.

CONSIDERATIONS:

APPLICANT AND PROPERTY INFORMATION:

- Applicant name and address and authorized representative: CS Capital Management, Inc./ Whitaker Capital, LLC. 3525 Piedmont Road, 7 Piedmont Center, Suite 300, Atlanta, GA 30305. Brian Love, authorized representative

- Property owner's name(s): Winter Springs Holdings, INC. C/O International Brotherhood

- Property addresses: No address issued
- Property Parcel ID number: 26-20-30-5AR-0A00-006C
- Current FLUM Designations: Town Center
- Current Zoning Designations: Town Center T5 (Urban Center Zone)
- Previously Approved Development permits such as conditional use, waiver, or variance (if any): None
- Development Agreements (if any): Future Development Commitment Agreement between City of Winter Springs and Winter Springs Holdings, dated August 23, 2010, O.R.B. 07486, Page 0146-154
- Pending Code Enforcement Actions (if any): No known pending Code Enforcement actions
- City Liens (if any): No known liens

APPLICABLE LAW, PUBLIC POLICY, AND EVENTS

Home Rule Powers

Florida Statutes

City of Winter Springs Comprehensive Plan - Future Land Use Element

GOAL 2: ***Town Center.*** The City seeks to create a Town Center based upon traditional design standards for development that will become the identifying focus of the City's downtown and contribute to an increased and diversified tax base for the City. The primary purpose of the Town Center shall be to create an economically successful, vibrant, aesthetic, compact, multimodal, diverse, mixed use (including horizontal and vertical integration of uses) neo-traditional urban environment, designed on a pedestrian scale and with a pedestrian orientation. The Town Center is to be a place where people can reside in a mix of single and multiple family dwellings, work, gather to shop, relax, recreate, be entertained, attend community events, and enjoy the natural beauty of lands located in the Town Center. The Town Center should be created through public and private investment and development.

Policy 2.2.4: *Mixed Uses.* Permit a variety of mixed uses consistent, compatible, and in harmony with the Town Center Goal and the Town Center District Code, including single family residential, multiple family residential, commercial retail and services, public services and buildings, parks, and schools, through the enactment of creative and flexible land development regulations. (Ord. 2012-05)

Policy 2.2.6: *Residential Density*. Support the desired commercial activity and urban character desired for the Town Center by encouraging high density residential development consistent with the Town Center Goal and Town Center District Code and encourage a minimum average residential density of seven (7) units per acre, unless the type of unit would warrant a lesser density while still meeting the intent of the Town Center District Code. (Ord. 2012-05)

Policy 2.2.8: *Intensity.* Encourage higher intensity development in the Town Center subject to the Town Center District Code. (Ord. 2012-05)

Policy 2.3.3: *Fiscal Impacts of Development.* Ensure that City policies, regulations, and decision making processes not only consider Town Center design planning impacts, but also consider whether proposed new development will have a positive and acceptable economic and fiscal impact on the City. In furtherance of this policy, the City Commission shall require (unless otherwise exempted by land development regulation), as a condition of considering the approval or denial of a development project, that developers provide a written economic and fiscal impact report, prepared by a duly qualified expert, that details the associated economic and fiscal impacts of any proposed new development project on the City and the School District. Although the City recognizes that some projects will have a regional economic and fiscal impact as well, said report shall predominantly address the economic and fiscal impacts on the Town Center and the City of Winter Springs as its own economic system. The economic impact analysis portion of the report shall address the impacts of the proposed project on jobs, economic output, and wages. The fiscal impact analysis portion shall pertain to the net fiscal impact of the project over a period of years which is the sum of those revenues (such as ad valorem taxes, public service taxes, sales taxes, and charges for service) directly received by the City minus the sum of expenditures incurred by the City (such as general government expenses, law enforcement, roads, and parks and recreation). (Ord. 2012-05)

Policy 2.3.4: Compatibility and Optimization of Tax Base. For purpose of determining whether a project has a positive and acceptable economic and fiscal impact on the City pursuant to Policy 2.3.3, the developer shall be required to demonstrate through its written economic and fiscal impact report that the project is in compliance with the following objective criteria:
(1) The proposed project and associated land use is not only a permitted use within the applicable zoning transect, but is also compatible under existing conditions (existing, permitted, or master-planned development) at the proposed location with other adjacent or nearby land uses within the Town Center and any established surrounding neighborhoods.
(2) The market demand for the proposed project is at least minimally feasible based on current market data including, but not limited to, data set forth in any economic development study conducted by the City.
(3) Provided said project is first deemed compatible from a land use perspective under criteria (1) and market demand is deemed minimally feasible under criteria (2), the proposed project optimally increases and diversifies the City's tax base and economic well-being. With respect to the phrase "optimally increases," the proposed project's economic and fiscal impact shall be required to be the best result obtainable for the City under current economic and land use conditions. In furtherance of determining consistency with this provision, the developer's written economic and fiscal impact report shall analyze and compare the proposed project to either the City's preferred project or projects for the subject location as may be expressly set forth in the City's Town Center Master Plan or economic development study conducted pursuant to Policy 2.3.2, or if the plan or study does not so expressly provide, to a reasonable array of other potential alternative compatible projects authorized in the applicable zoning transect for the subject project location. Furthermore, the term "diversifies" means the extent that the proposed project reduces the City's reliance upon a residential tax base to fund the City's fiscal budget. Additionally, if the proposed project is a commercial project, the extent that the proposed project also provides different and needed services and jobs to the Town Center and the City.
(4) Such other criteria set forth in the City's land development regulations. (Ord. 2012-05)

Policy 2.3.7: *Quality of Life*. Strive to improve the quality of life of Winter Springs'

residents by encouraging an increased number and variety of thriving commercial businesses that are supported and complimented by high-end residential projects located in the Town Center.

City of Winter Springs Comprehensive Plan - Housing Element
Policy 1.1.15: Support the desired commercial activity and urban character desired for the Town Center by encouraging high density residential development subject to the Town Center District Code. (Cross Reference: Future Land Use Element, Policy 2.2.6); (Ord. 2012-05)

Winter Springs Town Center District Code - Section 20-323, Permitted Uses
Winter Springs Town Center District Code - Section 20-321(2), Optional preliminary review

DISCUSSION:
Concept Plan
Previously the applicant proposed a Concept Plan for a thirteen building apartment complex that would be developed into a total of 338 units on 13.9 acres at the northeast corner of the intersection of Michael Blake Boulevard and SR 434. On August 21, 2014 and December 2, 2014, the applicant held a meeting with concerned citizens to solicit their input on the proposed design. As a result of these meetings, no consensus was reached between the applicant and the citizens on the proposed design of the project. With this factor under consideration, City Staff and the applicant proposed a new layout and relocation of the project to a portion of the property under their ownership that is west of the intersection of Michael Blake Boulevard and SR 434, specifically on the east side of Tuskawilla Road behind the McDonalds restaurant. This proposal consists of mixed use buildings and apartment buildings located in the T5 zone (Urban Center Zone) of the Town Center. Multifamily uses such as apartments are a permitted use in the T5 zone of the Town Center.

The Concept Plan proposes vehicular access to the site via Michael Blake Boulevard, two proposed "Town Center Streets", and Tuskawilla Road. The property will be divided into four blocks. One of the "Town Center Streets" that will be created will be the extension of Tree Swallow Boulevard that will be constructed across the middle portion of the property. Buildings that are proposed with frontage on Tuskawilla Road will be mixed use with a first floor retail/office component. The remainder of the buildings will not be mixed use, but will consist of apartment units. Additionally, the developer has agreed to reserve the areas of the property that have frontage on SR 434 for mixed use and/or commercial development. The developer has agreed to enter into negotiations with the City for the possible sale to the City of a portion of the property along the east side of Tuskawilla Road, north of Tree Swallow. This property would be reserved for municipal/civic uses to include parking. Per the terms of the attached Development Agreement, this project is the only standalone multi-family residential project permitted to be developed on the entire property located north of S.R. 434, south of the Cross Seminole Trail, east of Tuskawilla Road, and west of the pedestrian trail bridge. In the event other multi-family projects are proposed on the remaining portions of the property, the units shall be incorporated into a mixed use development.

A roundabout will be constructed at the proposed intersection of Michael Blake Boulevard and the Town Center Street (Tree Swallow Drive) that is proposed to run in an east/west direction across the property. The roundabout at this location was previously approved by the City Commission as part of the Michael Blake Boulevard project;

however; construction of the roundabout was deferred until development of the surrounding land. The eastern end of the roundabout will be appropriately stubbed out to allow for the future continuation of Tree Swallow Drive to the east.

A wet detention pond is proposed on the east side of the Cross Seminole Trail pedestrian bridge that will serve the development. This wet detention pond was previously designed and permitted as a master wet detention pond to serve the Town Center Phase II project. The pond is sized to handle stormwater runoff from the entire undeveloped portion of the Town Center Phase II property.

Preliminary architectural elevations have been submitted that propose a muted, but varied color scheme that is consistent with the surrounding architecture exhibited in the Town Center. The elevations propose three-story buildings that are reflective of the urban nature and architectural styles mandated in the Town Center District Code. The applicant will be required to obtain final approval of the architectural elevations from the City Commission through the Aesthetic Review process.

The buildings will be setback from property lines consistent with the setbacks that are required in the T5 (Urban Center Zone) of the Town Center, which range between zero and eight feet along front property lines, and will be oriented toward the streets they are fronting on. This setback range and design configuration is reflective of historic downtown layouts throughout the United States.

Upon completion, this project will help to further create the urban sense of place that has materialized along Tuskawilla Road and State Road 434 with the completion of previously approved projects such as Phase I of the Town Center and Jesup's Reserve, and will help foster the transformation of these portions of Tuskawilla Road and State Road 434 into the main street, and urban boulevard that was envisioned in the Town Center master plan. The traffic study that was approved for the previous proposal will have to be modified to reflect the new layout that is proposed.

On August 21, 2014, a community meeting was held in the City Commission chambers with the developer of the proposed apartment complex. Representatives of the developer presented conceptual design plans and solicited input and answered questions from the general public in regards to this project and how the proposed development fits into the City's overall vision for the Town Center. Based on the feedback from the community at this meeting, the developer made modifications to the design of the project.

On December 2, 2014 a second community meeting was held. The developer's representative presented a modified conceptual design that addressed previous concerns from the general public regarding proximity of the apartment buildings to the Cross Seminole Trail and the adjacent Winter Springs Village development. This design moved the parcel that was reserved for future development along SR 434 to the northwest quadrant of the site and preserved it for future development. Upon the conclusion of this meeting, the concerns of the residents of the adjacent Winter Springs village development were not resolved, and City Staff and the applicant worked on the proposed layout and location of the project that is currently under consideration.

The Concept Plan is in compliance with all applicable policies of the Comprehensive Plan and all applicable requirements of the City Code of Ordinances and the Town Center District Code. The applicant will be required to obtain City Commission approval of Final

Engineering Plans and an Aesthetic Review prior to construction of the project.

Development Agreement
Per Section 20-321(2) of the Town Center District Code, an applicant may proceed with the review of a Conceptual Development Plan and receive a formal recommendation of either approval or denial from City Staff regarding the Concept Plan provided it is accompanied by a written Development Agreement proposed by City Staff for the City Commission's approval. Based on this provision of the Code, City Staff and the applicant have negotiated a Development Agreement for this project that details the following:

1. Limits the development to no more than three hundred thirty-eight (338) multi-family dwelling units.
2. Requires the developer to fulfill a pre-existing obligation to design, permit and construct permanent master stormwater facilities for the entire property including the portion covered by this project.
3. Requires the developer to dedicate to the public any new streets that are constructed for this project.
4. Requires the developer to design, permit and construct a roundabout at the intersection of Michael Blake Boulevard and Tree Swallow Drive and stub out the eastern end of the roundabout for the future continuation of Tree Swallow Drive to the east.
5. Requires the developer to pay all ordinary and customary development permit fees imposed by the City.
6. Requires the developer to employ an on-site management company that is responsible for managing the day-to-day leases and tenant needs including maintenance of the property. In the event the development is converted into a condominium, the developer will be required to seek the reasonable approval of the City.
7. Limits this project to the only standalone multi-family residential project on the property. In the event other multi-family projects are proposed on the remaining portions of the property, the units shall be incorporated into a mixed use development.

FISCAL IMPACT:

Development of the property will provide an increase in taxable value to the City, and will provide additional population in the Town Center which will increase the Town Center's demographic base and strengthen the support for business and future commercial development within the Town Center. In accordance with Policy 2.3.3 of the Future Land Use Element of the Comprehensive Plan and Section 20-321(3)(f) of the Winter Springs Town Center District Code, a detailed fiscal impact analysis is attached.

COMMUNICATION EFFORTS:

This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This

information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at five (5) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

Community meetings were held with representatives of the applicant and the developer on August 21, 2014 and December 2, 2014 to solicit input and answer questions from the general public in regards to this project. An email distribution list for interested parties to sign up to receive information about this proposed project was also created. Additionally, the property has been posted with a large yellow sign noting the date and time of the public hearings.

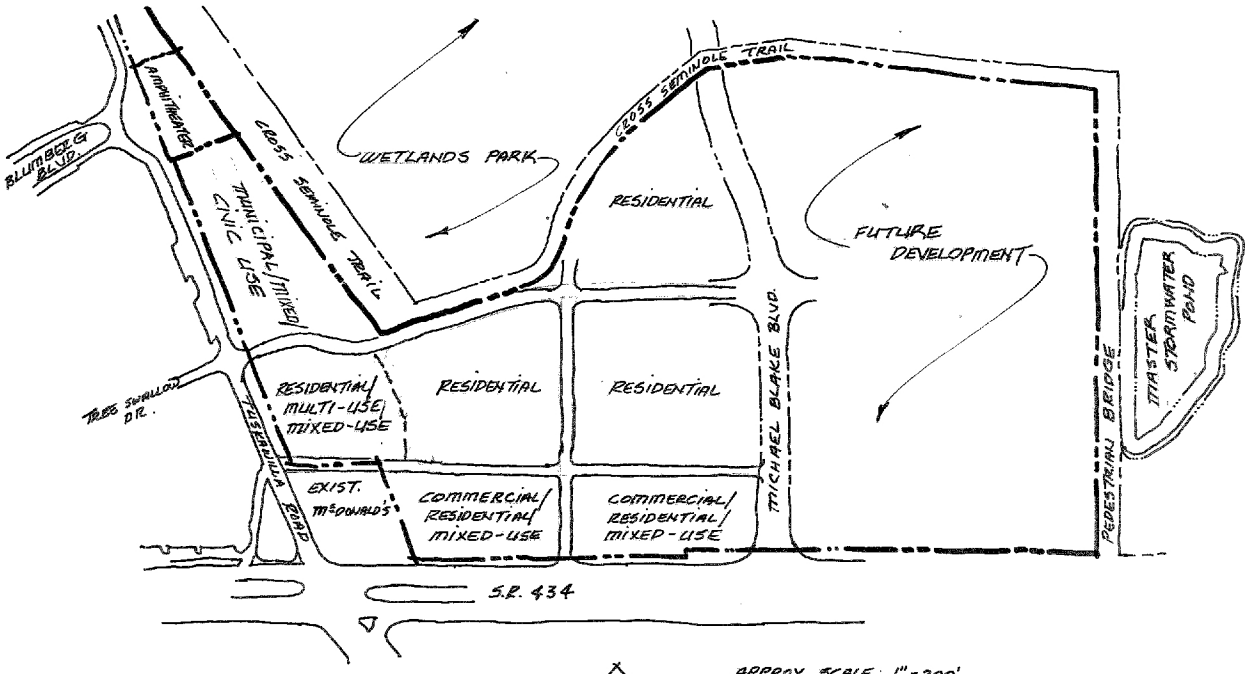
RECOMMENDATION:

In accordance with Section 20-321(2) of the Town Center District Code, the Community Development Department – Planning Division requests the City Commission approve: 1) Concept Plan, and 2) Development Agreement for an apartment complex with a minimum of 250 units and a maximum of 338 units located on the east side of Tuskawilla Road, the north side of SR 434 and the west side of Michael Blake Boulevard in the T5 zone (Urban Center Zone) of the Town Center.

ATTACHMENTS:

A. Concept Plan
B. Development Agreement
C. Preliminary Architectural Elevation
D. Fiscal Impact Analysis
E. Minutes - November 5, 2014 Planning & Zoning Board meeting
F. Original Concept Plan submittal
G. Revised Concept Plan submittal based on public input
H. Future Development Commitment Agreement between City of Winter Springs and Winter Springs Holdings, dated August 23, 2010, O.R.B. 07486, Page 0146-154

Attachment "A"



NOTE: "RESIDENTIAL" AS USED ON THE CONCEPT PLAN EQUALS MULTI-FAMILY - SEE PARAGRAPH 3(a) OF THE DEVELOPMENT AGREEMENT.

POLLACK SHORES CONCEPT PLAN

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
Anthony Garganese
City Attorney of Winter Springs
Brown Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

Draft 2/3/2015

FOR RECORDING DEPARTMENT USE ONLY

DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed this _____ day of January, 2015, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..**, a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is subject to the City's specific Town Center Comprehensive Plan policies and land development codes ("Town Center Policies"); and

WHEREAS, Developer desires to construct a development project consisting of standalone multi-family units and commercial/multi-family mixed use units on a portion of the Property, fronting the north side of State Road 434 and predominantly located between Michael Blake Boulevard and Tuskawilla Road that is keeping in the character of the Town Center Policies ("Project"); and

WHEREAS, the Developer has requested that the City Commission grant an optional preliminary approval of the Project in accordance with Section 20-321(b)(2) of the Town Center District Code and this Agreement; and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the definitions created in the parentheticals for the terms "Agreement," "Property," "Project," and "Town Center Policies," and

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b)(2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this Agreement, the City and Developer hereby agree as follows:

(a) **Approval of Concept Plan.** Developer shall design, permit and construct a development project consisting of a combination of standalone multi-family units and commercial/multi-family mixed use units on a portion of the Property as generally depicted on the conceptual development plan which is attached hereto and fully incorporated herein as **Exhibit "B."** Further, the architecture of the residential buildings for the development project shall be designed in a manner substantially similar to the building elevation which is attached hereto and fully incorporated herein as **Exhibit "C."** The conceptual development plan and the building elevation shall hereinafter be called the "Concept Plan." The Developer shall submit proposed building elevations for the mixed use buildings for the City's consideration after the Effective Date of this Agreement in accordance with the Town Center District Code. The number of dwelling units permitted within the aforementioned development project shall not exceed three hundred thirty-eight (338) dwelling units. Notwithstanding the City's approval of the Concept Plan, Developer shall have the obligation to further submit and obtain the City's approval of a final site plan and final engineering plans which approval shall not be unreasonably withheld if said plans are consistent with the Concept Plan in all material respects and in compliance with the City Code. Developer shall also have the obligation to construct aesthetic reasonable enhancements to the Project consistent with the Town Center District Code and the City's aesthetic review process and requirements. Developer acknowledges and agrees that the Concept Plan was not presented to the City with specific surveyed dimensions and that during the final site plan and final engineering process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. Further, the elevations, roof lines, and architectural features depicted in the Concept Plan for the residential buildings may have to be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code. As such, Developer and the City agree that the Concept Plan is subject to reasonable adjustments at the final site plan and final engineering phase in order to bring the Project into full compliance with the City Code, particularly the Town Center District Code.

(b) **Master Stormwater Retention Facility.** The parties acknowledge and agree that the Developer has a pre-existing obligation to design, permit and construct permanent master stormwater facilities for the entire Property including the portion covered by this Project. Said obligation is memorialized in that certain Future Development Commitment Agreement by and between the City and Winter Springs Holdings, Inc., dated November 10, 2010, and recorded in O.R.B. 07486, Page 0146-154 ("Existing Agreement") and remains in full force and effect.

The construction of the permanent master stormwater facilities are now required to be designed, permitted and constructed by Developer in conjunction with this Project. The permanent master stormwater facilities shall be owned and maintained by the Developer, with a drainage easement dedicated to the City over all of the stormwater facilities supporting Michael Blake Boulevard and other related City streets.

Pursuant to the Existing Agreement, Developer agrees to design, permit and construct the master stormwater facilities concurrent with the Project. Said facilities shall be located as generally depicted on the Concept Plan. For purposes of interpreting the aforesaid paragraph 3.6 (B), the parties acknowledge that "Spine Road" is now known as Michael Blake Boulevard and Developer shall be considered the "Owner."

(c) **Access Points and Street Frontage.** The access points and street frontage depicted on the Concept Plan are intended to be tentative representations that still require additional reasonable City staff review and comments during the site plan and final engineering review phase of the Project before the access points and street frontage are engineered by Developer.

(d) **New Streets.** Any new streets constructed by the Developer in furtherance of the Project shall be public streets and all such streets shall be conveyed to the City. All such land conveyances shall be by warranty deed and free and clear of all encumbrances, unless prior to the conveyance, the City notifies the Developer, in writing, that it will accept an encumbrance based on the City's determination that the encumbrance does not materially interfere with the use or maintenance of the street being conveyed.. Conveyance of roadway and streetscape improvements shall be by bill of sale and free and clear of all liens. The warranty deed and bill of sale shall be in a form reasonably acceptable to the City Attorney.

(e) **Roundabout.** Concurrent with the permitting and construction of the Project and subject to approval by the City, Developer shall design, permit, and construct the roundabout at the intersection of Michael Blake Boulevard and Tree Swallow Drive. The eastern end of the roundabout will be appropriately stubbed out to allow for the future continuation of Tree Swallow Drive to the east. Upon completion of the roundabout and acceptance by the City, conveyance of roundabout streetscape improvements shall be by bill of sale and free and clear of all liens. The bill of sale shall be in a form acceptable to the City Attorney.

(f) **Development Permit Fees**. Developer agrees to pay all ordinary and customary development permit fees which have been established by the City Commission including, but not limited to, application, building, and impact fees. A schedule of the current fees is on file in the City's Community Development Department.

(g) **Mandatory On-Site Management of Property; Future Condominium Conversion of the Project.** The intent and purposes of this Paragraph is to apply only to the Project building and is not intended to apply to the remainder of the Property which will be developed in the future. With respect to the Project, Developer shall be required to employ an appropriate number of on-site personnel, or an on-site management company that will be responsible for managing the day-to-day leases and tenant needs in a manner that is commonly accepted in the local residential rental market for luxury apartments. Developer shall also be

responsible for maintaining, in good condition and in compliance with any and all applicable City property maintenance codes, any and all common areas, landscaping, entrance signs, walls, fences, recreational areas, and stormwater facilities. associated with the Project, However, in the event that the Developer desires to convert the Project into a condominium in the future, Developer shall be required to first seek the reasonable approval of the City in accordance with the City's subdivision of land and other City Code requirements including, but not limited to zoning/building/fire code requirements which will not be unreasonably withheld. If the conversion is approved by the City, Developer shall form a mandatory condominium association (the "Owners Association") for purposes of managing the day-to-day condominium owner needs and maintaining any and all common areas, the parking facilities, landscaping, entrance signs, walls, fences, recreational areas, and stormwater facilities associated with the Project. The Developer will file a Declaration of Condominium, (the "Declaration") among the Public Records of Seminole County, Florida to evidence the formation of the Owners Association and establish its rights, duties and obligations. The Declaration shall be in a form reasonably acceptable to the City Attorney and, shall require the Owners Association, and the members thereof, to be bound by the terms and conditions of this Agreement.

(h) **Other Required by Commission (if any)**

[To be Determined]

4. **Binding Covenant on Property – Future Apartment Units.** Developer hereby covenants and agrees that the Project will be the only standalone multi-family apartment development on the entire Property. No other standalone multi-family apartment project will be developed on the remaining portions of the Property. If the City approves, in its discretion, any other multi-family apartment units on the remaining portion of the Property, said units shall be required to be incorporated into, and constructed concurrent with, a mixed use development project in accordance with the applicable provisions of the Town Center District Code. The covenant provided under this Paragraph 4 was freely given by the Developer in consideration of the development rights granted by the City hereunder and shall constitute a separate and binding land use covenant running with the Property which shall be enforceable by the City. Should this Agreement be terminated by either party, this Paragraph shall survive termination unless this Paragraph is expressly terminated by the parties by separate legal instrument recorded in the Official Public Records of Seminole County, Florida.

5. **Representations of the Parties**. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer and recorded in the Public Records of Seminole County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

6. **Successors and Assigns**. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and

assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same.

7. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. **Amendments**. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

9. **Entire Agreement**. This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Developer as to the subject matter hereof.

10. **Severability**. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

11. **Effective Date**. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.

12. **Recordation**. This Agreement shall be recorded in the Official Public Records of Seminole County, Florida.

13. **Relationship of the Parties**. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

14. **Sovereign Immunity**. Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or any other limitation on the City's potential liability under the state and federal law.

15. **City's Police Power**. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

16. **Interpretation**. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

17. **Third-Party Rights**. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

18. **Specific Performance**. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided

by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

19. **Attorney's Fees**. In connection with any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through all appeals to the extent permitted by law.

20. **Development Permits**. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Developer is in breach of any term and condition of this Agreement.

21. **Termination.** The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence construction of the Project within three (3) years of the effective date of this Agreement. However, if the failure is caused by a delay which is the direct result of the City's breach of this Agreement, the three year time period shall be extended by an amount of time equivalent to the delay time period. If the City terminates this Agreement, the City shall record a notice of termination in the public records of Seminole County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[Signature pages to follow]

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By:_____
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: _____

CITY SEAL

By: _____
Anthony Garganese, City Attorney for the City of Winter Springs, Florida

Signed, sealed and delivered in the presence of the following witnesses:

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

_____
Signature of Witness

_____
Printed Name of Witness

By:_____
Print name:_____
Its President

_____
Signature of Witness

_____
Printed Name of Witness

DISTRICT OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as President of Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

LEGIBILITY UNSATISFACTORY
FOR SCANNING

LEGAL DESCRIPTION:

A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 27.48 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N30°04'56"E A DISTANCE OF 258.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE N30°04'56"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 85.82 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N30°04'56"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1279.13 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1110.99 FEET AND A CHORD BEARING OF S12°25'14"W, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE C.S.X. TRANSPORTATION INCORPORATED "LAKE CHARM BRANCH" RAIL CORRIDOR; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 6°17'05", A DISTANCE OF 121.87 FEET TO THE POINT OF TANGENCY; THENCE RUN S15°33'47"W A DISTANCE OF 1013.17 FEET TO THE NORTHWEST CORNER OF RELEASE PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 3988, PAGE 1055; THENCE DEPARTING SAID WESTERLY LINE RUN S37°01'44"E, ALONG THE NORTHERLY LINE OF SAID RELEASE PARCEL 2, A DISTANCE OF 104.60 FEET TO THE NORTHEAST CORNER OF SAID RELEASE PARCEL 2, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF ACQUISITION PARCEL B (THE RAILS TO TRAILS CORRIDOR) AS DESCRIBED IN OFFICIAL RECORD BOOK 4092, PAGE 164; THENCE CONTINUE S37°01'44"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 95.48 FEET; THENCE RUN S54°37'59"E A DISTANCE OF 147.17 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 85.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 81°16'51" A DISTANCE OF 90.91 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38°11'46" A DISTANCE OF 333.52 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°43'04"E A DISTANCE OF 187.98 FEET; THENCE RUN S46°13'52"E A DISTANCE OF 177.70 FEET; THENCE RUN S32°50'43"E A DISTANCE OF 882.97 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE AND THE NORTHWESTERLY LINE OF SAID ACQUISITION PARCEL B; THENCE RUN S50°31'58"W, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 697.88 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 434 (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 11 OF 13); THENCE DEPARTING SAID NORTHWESTERLY LINE RUN N38°43'16"W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 431.17 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7805.47 FEET AND A CHORD BEARING OF N37°00'57"W; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 3°24'37" A DISTANCE OF 470.54 FEET TO THE END OF SAID CURVE; THENCE RUN S31°16'44"W A DISTANCE OF 14.00 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 138.42 FEET TO THE SOUTHEAST CORNER OF AFORESAID RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 138.78 FEET TO THE SOUTHWEST CORNER OF RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 368.12 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2803, PAGE 843; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N30°04'56"E, ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 220.00 FEET; THENCE RUN N38°43'16"W, ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

"A"

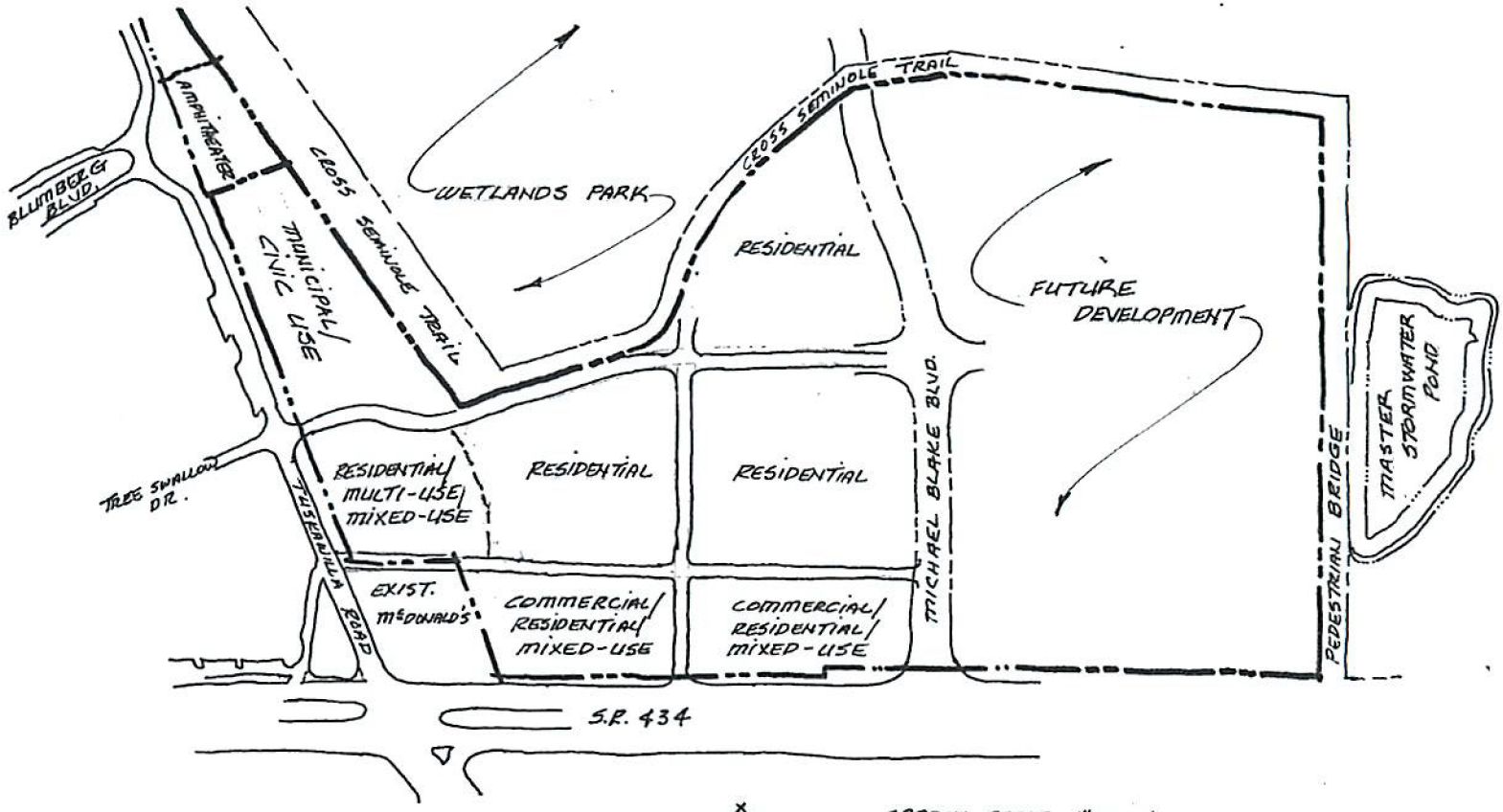
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COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 1728.88 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N50°31'58"E A DISTANCE OF 97.29 TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), AS SHOWN ON SAID RIGHT OF WAY MAP, FOR THE POINT OF BEGINNING; THENCE RUN N50°31'58"E A DISTANCE OF 1,033.48 FEET; THENCE RUN N09°28'02"W A DISTANCE OF 15.00 FEET; THENCE RUN N50°31'58"E A DISTANCE OF 108.44 FEET; THENCE RUN S83°03'12"E A DISTANCE OF 94.74 FEET; THENCE RUN S47°54'36"E A DISTANCE OF 34.00 FEET; THENCE RUN S37°38'33"E A DISTANCE OF 97.62 FEET; THENCE RUN S68°24'08"E A DISTANCE OF 52.48 FEET TO THE EASTERLY LINE OF BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP AS RECORDED IN PLAT BOOK 1, PAGE 5; THENCE RUN S08°13'52"W ALONG SAID EASTERLY LINE OF BLOCK "A" A DISTANCE OF 251.48 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN S62°38'00"W A DISTANCE OF 109.92 FEET; THENCE RUN S50°34'04"W A DISTANCE OF 11.72 FEET; THENCE RUN S22°01'13"W A DISTANCE OF 65.99 FEET; THENCE RUN S29°00'27"W A DISTANCE OF 44.28 FEET; THENCE RUN S52°03'03"W A DISTANCE OF 9.80 FEET; THENCE RUN S24°03'23"W A DISTANCE OF 97.92 FEET; THENCE RUN S44°20'04"E A DISTANCE OF 176.05 FEET; THENCE RUN S37°21'37"E A DISTANCE OF 71.69 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF BLOCK "A"; THENCE RUN ALONG SAID EASTERLY LINE OF BLOCK "A" S08°13'52"W A DISTANCE OF 42.89 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN N27°58'26"W A DISTANCE OF 41.29 FEET; THENCE RUN N36°31'04"W A DISTANCE OF 54.59 FEET; THENCE RUN N52°32'01"W A DISTANCE OF 245.40 FEET; THENCE RUN S89°06'27"W A DISTANCE OF 57.90 FEET; THENCE RUN S86°37'02"W A DISTANCE OF 39.09 FEET; THENCE RUN S46°29'24"W A DISTANCE OF 41.50 FEET; THENCE RUN S28°55'30"W A DISTANCE OF 34.27 FEET; THENCE RUN S10°02'16"W A DISTANCE OF 59.93 FEET; THENCE RUN S03°05'47"W A DISTANCE OF 52.29 FEET; THENCE RUN S07°51'13"W A DISTANCE OF 30.86 FEET; THENCE RUN S00°47'47"W A DISTANCE OF 48.12 FEET; THENCE RUN S07°25'22"W A DISTANCE OF 92.87 FEET; THENCE RUN S87°06'00"W A DISTANCE OF 15.29 FEET; THENCE RUN S79°39'01"W A DISTANCE OF 69.29 FEET; THENCE RUN N89°16'43"W A DISTANCE OF 86.92 FEET; THENCE RUN N60°50'07"W A DISTANCE OF 119.48 FEET; THENCE RUN S88°04'55"W A DISTANCE OF 188.63 FEET; THENCE RUN S09°31'29"W A DISTANCE OF 3.05 FEET; THENCE RUN N36°52'11"W A DISTANCE OF 121.02 FEET; THENCE RUN S51°16'44"W A DISTANCE OF 5.00 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD; THENCE RUN ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD N38°43'16"W A DISTANCE OF 73.56' TO THE POINT OF BEGINNING.

CONTAINS 46.953 ACRES (2,027,848.68 SQ. FT.), MORE OR LESS.

EXHIBIT "A"

EXHIBIT B



NOTE: "RESIDENTIAL" AS USED ON THE CONCEPT PLAN EQUALS MULTI-FAMILY - SEE PARAGRAPH 3(a) OF THE DEVELOPMENT AGREEMENT.

POLLACK SHORES CONCEPT PLAN

EXHIBIT

C

Whitaker Capital

Proposed Town Center Apartments - Elevation



Attachment "C"



Economic Impact of Winter Springs Apartments in Winter Springs, FL

Executive Summary

January 16, 2015

Prepared by:
City of Winter Springs Economic Development
1126 East State Road 434
Winter Springs, FL 32708

This summary was prepared by the City of Winter Springs Economic Development Department using Total Impact by Impact DataSource. Please consult the full economic impact report for additional details and assumptions used in this analysis.

ECONOMIC IMPACT EXECUTIVE SUMMARY: WINTER SPRINGS APARTMENTS

Project Description

Develop 338 unit aparatment community, with clubhouse, fitness center, pool and other amenities.

Summary of the Economic Impact of the Project on the City of Winter Springs

The project will have the following economic impact on the City of Winter Springs over the first 10 years:

Number of Residential Units Added Over the First 10 Years						
	One-Bedroom Units	**Two-Bedroom Units**	**Three-Bedroom Units**	**Four-Bedroom Units**	**Five-Bedroom Units**	**Total Units**
Apartments	209	123	6	0	0	**338**
Townhomes	0	0	0	0	0	**0**
Single Family Residences	0	0	0	0	0	**0**
Total Residential Units	**209**	**123**	**6**	**0**	**0**	**338**
New Residents*	**235**	**277**	**20**	**0**	**0**	**532**

* Number of new residents in the city, not necessarily the number of occupants in the new residential units.

Economic Impact Over the First 10 Years on the City of Winter Springs			
	Direct	**Indirect & Induced**	**Total**
Total number of permanent direct and indirect jobs to be created	12	0	12
Salaries to be paid to direct and indirect workers	$6,037,388	$420,202	$6,457,591
The market value the residential community's property on local tax rolls in Year 1	$33,500,000	$0	$33,500,000

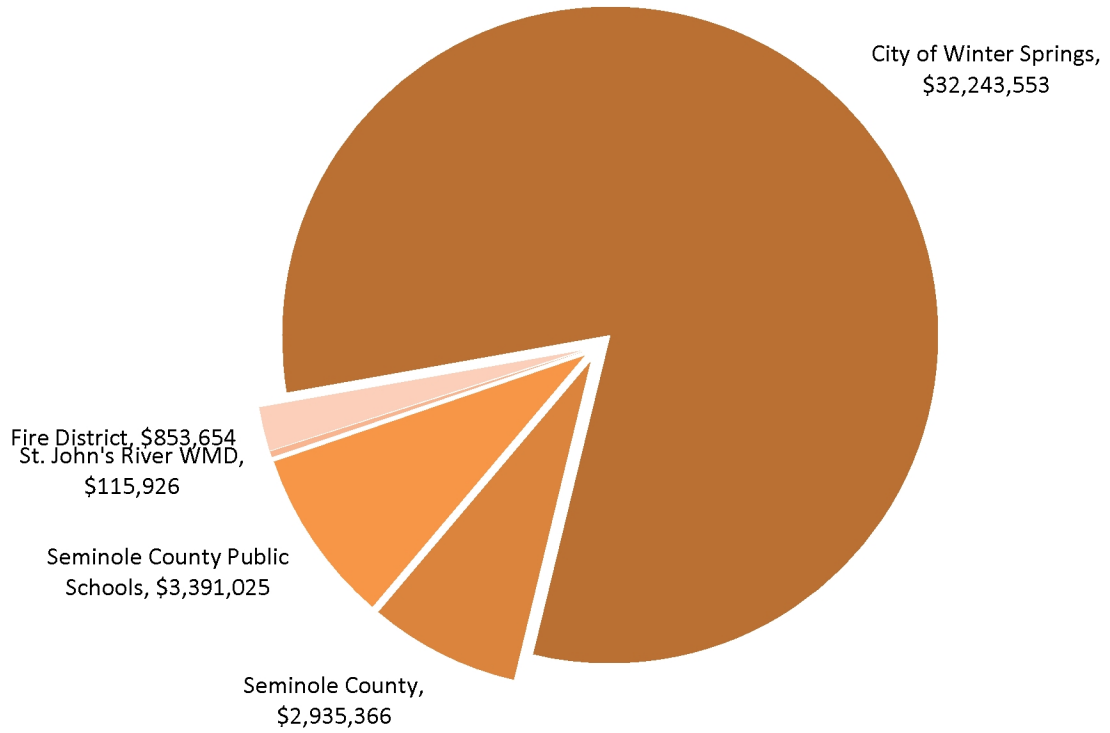
Costs and Benefits for Local Taxing Districts

The project will generate additional benefits and costs for local taxing districts. A summary of these additional benefits, costs and net benefits is provided below. The source of specific benefits and costs are provided in more detail for each taxing district on subsequent pages.

Net Benefits Over the First 10 Years for Local Taxing Districts				
	Additional Benefits	**Additional Costs**	**Net Benefits**	***Present Value of Net Benefits****
City of Winter Springs	$40,735,482	($8,491,929)	$32,243,553	*$25,061,769*
Seminole County	$3,885,789	($950,424)	$2,935,366	*$2,302,753*
Seminole County Public Schools	$8,435,878	($5,044,852)	$3,391,025	*$2,731,902*
St. John's River WMD	$115,926	$0	$115,926	*$88,858*
Fire District	$853,654	$0	$853,654	*$654,330*
Total	**$54,026,729**	**($14,487,205)**	**$39,539,524**	***$30,839,611***

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Distribution of Net Benefits Over the First 10 Years



Benefits and Costs for the City of Winter Springs

The table below displays the estimated additional benefits, costs and net benefits to be received by the city over the first 10 years of the project. Appendix C contains the year-by-year calculations.

City of Winter Springs: Benefits, Costs and Net Benefits Over the First 10 Years			
	Add'l Benefits	**Add'l Costs**	**Net Benefits**
Sales Taxes*	$435		**$435**
Property Taxes	$924,918		**$924,918**
Building Permits	$180,000		**$180,000**
Impact Fees			
Police	$113,429		**$113,429**
Fire	$236,600		**$236,600**
Transportation	$751,641		**$751,641**
Parks	$405,600		**$405,600**
Connection/Tap Fees	$250,000		**$250,000**
Other Revenues, Taxes & Fees: Residential Community			
City-Owned Utility Revenues	$3,525,241		**$3,525,241**
Electricity Franchise Fees	$9,776,113		**$9,776,113**
Electricity Taxes	$17,174,820		**$17,174,820**
Water/Wastewater Taxes	$288,678		**$288,678**
Natural Gas Taxes	$0		**$0**
Communication Services Taxes	$26,292		**$26,292**
Other Taxes & User Fees	$67,021		**$67,021**
Other Revenues, Taxes & Fees: New Residents			
City-Owned Utility Revenues	$2,496,525		**$2,496,525**
Electricity Franchise Fees	$261,185		**$261,185**
Electricity Taxes	$317,381		**$317,381**
Water/Wastewater Taxes	$225,226		**$225,226**
Natural Gas Taxes	$186,511		**$186,511**
Communication Services Taxes	$512,576		**$512,576**
Other Taxes & User Fees	$2,930,572		**$2,930,572**
Other Revenues, Taxes & Fees: New Worker Residents			
City-Owned Utility Revenues	$34,925		**$34,925**
Electricity Franchise Fees	$3,347		**$3,347**
Electricity Taxes	$3,177		**$3,177**
Water/Wastewater Taxes	$2,562		**$2,562**
Natural Gas Taxes	$2,175		**$2,175**
Communication Services Taxes	$3,850		**$3,850**
Other Taxes & User Fees	$34,681		**$34,681**
Costs: New Residential Community			
Cost of City-Owned Utility Service		($3,384,231)	**($3,384,231)**
Cost of Services		($59,180)	**($59,180)**
Costs: New Residents			
Cost of City-Owned Utility Service		($2,396,664)	**($2,396,664)**
Cost of Services		($2,587,702)	**($2,587,702)**
Costs: New Worker Residents			
Cost of City-Owned Utility Service		($33,528)	**($33,528)**
Cost of Services		($30,624)	**($30,624)**
Total	**$40,735,482**	**($8,491,929)**	**$32,243,553**
Present Value (5% discount rate)	*$31,567,067*	*($6,505,298)*	*$25,061,769*

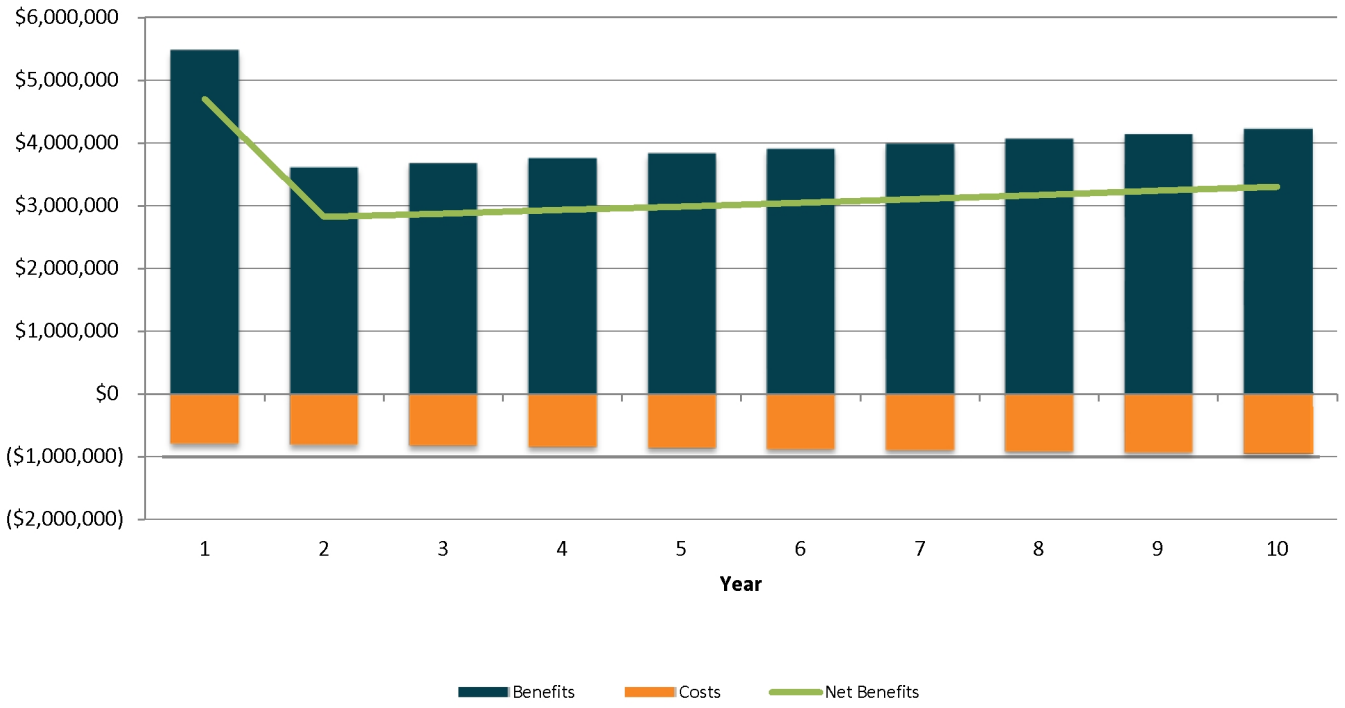
* The analysis identifies the net effect on city revenues from additional taxable sales in the area. See the Methodology section for details.

Benefits and Costs for the City of Winter Springs - Continued

The following table summarizes the year-by-year benefits, costs and net benefits to the city over the first 10 years.

City of Winter Springs: Year-By-Year Benefits, Costs and Net Benefits Over the First 10 Years						
	Additional Benefits	**Additional Costs**	**Net Benefits**	**Cumulative Net Benefits**	***Present Value of Net Benefits***	***Cumulative Present Value of Net Benefits***
Year 1	$5,481,226	($775,538)	$4,705,687	$4,705,687	*$4,481,607*	*$4,481,607*
Year 2	$3,614,650	($791,049)	$2,823,600	$7,529,288	*$2,561,089*	*$7,042,696*
Year 3	$3,686,793	($806,870)	$2,879,923	$10,409,210	*$2,487,785*	*$9,530,481*
Year 4	$3,760,381	($823,008)	$2,937,374	$13,346,584	*$2,416,585*	*$11,947,066*
Year 5	$3,835,444	($839,468)	$2,995,976	$16,342,560	*$2,347,426*	*$14,294,492*
Year 6	$3,912,011	($856,257)	$3,055,754	$19,398,314	*$2,280,250*	*$16,574,742*
Year 7	$3,990,111	($873,382)	$3,116,729	$22,515,043	*$2,215,001*	*$18,789,743*
Year 8	$4,069,776	($890,850)	$3,178,927	$25,693,970	*$2,151,623*	*$20,941,366*
Year 9	$4,151,037	($908,667)	$3,242,370	$28,936,340	*$2,090,061*	*$23,031,427*
Year 10	$4,234,053	($926,840)	$3,307,213	$32,243,553	*$2,030,342*	*$25,061,769*
Total	**$40,735,482**	**($8,491,929)**	**$32,243,553**		***$25,061,769***	

City Net Benefits Over the First 10 Years



Benefits and Costs for Seminole County

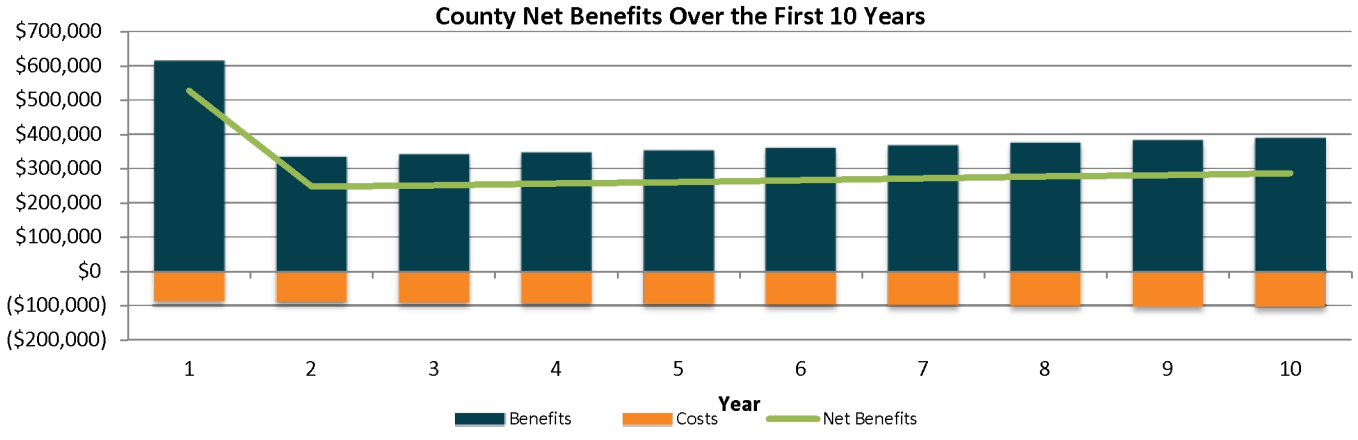
The table below displays the estimated additional benefits, costs and net benefits to be received by the county over the first 10 years of the project. Appendix C contains the year-by-year calculations.

Seminole County: Benefits, Costs and Net Benefits Over the First 10 Years			
	Add'l Benefits	**Add'l Costs**	**Net Benefits**
Sales Taxes*	$1,363		**$1,363**
Property Taxes	$1,786,193		**$1,786,193**
Tourist Development Taxes	$0		**$0**
Impact Fees			
Transportation	$267,696		**$267,696**
Library	$18,252		**$18,252**
Other Taxes & User Fees: Residential Com.	$98,828		**$98,828**
Other Taxes & User Fees: New Residents	$1,648,431		**$1,648,431**
Other Taxes & User Fees: New Worker Residents	$65,027		**$65,027**
Cost of Services: Residential Community		($51,829)	**($51,829)**
Cost of Services: New Residents		($864,493)	**($864,493)**
Cost of Services: New Worker Residents		($34,102)	**($34,102)**
Total	**$3,885,789**	**($950,424)**	**$2,935,366**
Present Value (5% discount rate)	*$3,030,831*	*($728,078)*	*$2,302,753*

* The analysis identifies the net effect on city revenues from additional taxable sales in the area. See the Methodology section for details.

The following table summarizes the year-by-year benefits, costs and net benefits to the county over the first 10 years.

Seminole County: Year-By-Year Benefits, Costs and Net Benefits Over the First 10 Years						
	Additional Benefits	**Additional Costs**	**Net Benefits**	**Cumulative Net Benefits**	***Present Value of Net Benefits***	***Cumulative Present Value of Net Benefits***
Year 1	$615,991	($86,799)	$529,192	$529,192	*$503,992*	*$503,992*
Year 2	$336,249	($88,535)	$247,714	$776,906	*$224,684*	*$728,676*
Year 3	$342,686	($90,306)	$252,381	$1,029,287	*$218,016*	*$946,692*
Year 4	$349,257	($92,112)	$257,146	$1,286,432	*$211,554*	*$1,158,246*
Year 5	$355,965	($93,954)	$262,011	$1,548,443	*$205,292*	*$1,363,539*
Year 6	$362,811	($95,833)	$266,978	$1,815,421	*$199,223*	*$1,562,762*
Year 7	$369,799	($97,750)	$272,050	$2,087,470	*$193,341*	*$1,756,102*
Year 8	$376,932	($99,705)	$277,227	$2,364,698	*$187,638*	*$1,943,741*
Year 9	$384,212	($101,699)	$282,514	$2,647,211	*$182,111*	*$2,125,851*
Year 10	$391,887	($103,733)	$288,154	$2,935,366	*$176,902*	*$2,302,753*
Total	**$3,885,789**	**($950,424)**	**$2,935,366**		***$2,302,753***	



Benefits and Costs for Seminole County Public Schools

The table below displays the estimated additional benefits, costs and net benefits to be received by the school district over the first 10 years of the project. Appendix C contains the year-by-year calculations.

Seminole County Public Schools: Benefits, Costs and Net Benefits Over the First 10 Years			
	Additional Benefits	**Additional Costs**	**Net Benefits**
Property Taxes	$2,893,389		**$2,893,389**
Additional State & Federal School Funding	$4,832,688		**$4,832,688**
Impact Fees	$709,800		**$709,800**
Cost of Educating New Students		($5,044,852)	**($5,044,852)**
Total	**$8,435,878**	**($5,044,852)**	**$3,391,025**
Present Value (5% discount rate)	*$6,581,413*	*$3,849,511*	*$2,731,902*

Benefits for Other Taxing Districts

The table below displays the estimated additional property taxes to be received by other taxing districts over the first 10 years of the project. Appendix C contains the year-by-year calculations.

Other Taxing Districts: Property Tax Over the First 10 Years	
	Additional Benefits
St. John's River WMD	$115,926
Fire District	$853,654
Total	**$969,580**

CONSENT AGENDA

CONSENT

300. Office Of The City Clerk

The Office Of The City Clerk Requests That The Planning And Zoning Board/Local Planning Agency Review And Approve The Wednesday, October 1, 2014 Planning And Zoning Board/Local Planning Agency Regular Meeting Minutes.

"I MAKE A MOTION WE APPROVE THE MINUTES OF THE LAST MEETING." MOTION BY VICE-CHAIRPERSON CASMAN. SECONDED BY BOARD MEMBER WALKER. DISCUSSION.

VOTE:
BOARD MEMBER WALKER: AYE
BOARD MEMBER MILLER: AYE
BOARD MEMBER PHILLIPS: AYE
CHAIRPERSON HENDERSON: AYE
VICE-CHAIRPERSON CASMAN: AYE
MOTION CARRIED.

400. REPORTS

No Reports were given.

PUBLIC HEARINGS AGENDA

PUBLIC HEARINGS

500. Community Development Department – Planning Division

The Community Development Department – Planning Division Requests The Planning And Zoning Board Consider A Preliminary Site Plan (PSP) For A 338 Unit Apartment Complex Located On The Northeast Corner Of The Intersection Of State Road 434 And Michael Blake Boulevard.

Mr. Bobby Howell, AICP, Planner, Community Development Department introduced the Agenda Item and mentioned different aspects of the project, noting the developer's willingness to work with City Staff and that the Preliminary Site Plan is in line with the Town Center District Code.

Referring to the Community Meeting, held on August 21, 2014 between City Staff, residents and the Developer, Board Member Suzanne Walker asked "What were some of the changes that were made based upon community input at that time?"

Mr. Howell explained that the trash compactor had been moved as requested and noted that the Developer was present this evening and available to answer further questions.

Mr. Brian Love, representing Whitaker Capital, LLC.: summarized some of the issues and their changes, including the proximity to the pedestrian trail, creating a buffer, more green space, and the trash compactor was moved.

Vice-Chairperson Howard Casman asked if there were any other issues brought up during the Community Meeting.

Responding, Mr. Love said, "I think there is a myriad of issues and questions and comments and I'll say we did our best to address as much as we could." Regarding the orientation of the apartment complex, Mr. Love continued, "Through discussions with the City, really, the vision of the Town Center puts us into this layout." Mr. Love also emphasized that they would like this to be a "discussion not a dictation" between all parties involved.

Mr. Randy Stevenson, ASLA, AICP, Director, Community Development Department briefly spoke on Staff's desire not to pursue further apartment complexes but to see more commercial development in and around the Winter Springs Town Center.

Brief discussion.

Chairperson Henderson opened "Public Input".

Ms. Colleen Murphy, 684 Fanning Drive, Winter Springs, Florida: spoke on behalf of the Winter Springs Village Homeowner's Association, acknowledged the City's need to grow its tax base and the desire for an economically viable Town Center, mentioned the closeness in proximity of the complex to Winter Springs Village, loss of sense of community, potential increase in crime, traffic and noise pollution, declining home values, future implications, and preferable alternative plans.

Mr. Eric Beach, 515 Buckhorn Drive, Winter Springs, Florida: spoke briefly about when he moved to Winter Springs and spoke on issues related to residents that are not vested in the community.

Mr. Amarildo Monsalve, 604 Treehouse Street, Winter Springs, Florida: commented briefly about transient populations normally associated with rental units and its potentially negative impact on surrounding neighborhoods.

Mr. Todd A. Stewart, 103 St. Johns Landing Drive, Winter Springs, Florida: remarked about his concerns with traffic, a decline in home values, and the Cross Seminole Trail.

Mr. Howard "Jim" Thomson, 931 Ginnie Way, Winter Springs, Florida: mentioned potential traffic jams at some locations and was concerned that the new Commissioner recently Elected would not have enough time to fully assess the situation before a Vote takes place by the City Commission.

Chairperson Henderson responded, "Yes, he will be" and emphasized that this is only a Preliminary Site Plan.

Mr. Greg Roth, 782 Gainer Way, Winter Springs, Florida: acknowledged the Developer's right to build, offered an alternative location for the apartment complex and spoke about access roads.

Mr. Brian Buholtz, 106 Trace Point, Winter Springs, Florida: spoke about visibility issues, the Town Center District Code, lack of signage, and exceeding capacities for surrounding schools.

Mr. Mike Cannell, 221 Torcaso Court, Winter Springs, Florida: asked for clarification on the exact location of the development, remarked about previous highly productive collaborations with the City and suggested that a workshop would be beneficial in helping to solve the current issues.

Ms. Gina Shafer, 434 Buckhorn Drive, Winter Springs, Florida: spoke about traffic issues outside of housing developments and schools.

Mr. David Bowen, President, St. Johns Landing Community Association, 105 St. Johns Landing Drive, Winter Springs, Florida: discussed Winter Springs' limitations, the unlikelihood of commercial growth, small job market, potential traffic issues, parking issues, long-term apartment maintenance, and suggested townhomes instead of apartments.

Chairperson Henderson closed "Public Input".

Next, Chairperson Henderson asked the City Engineer comment about a possible traffic light on Michael Blake Boulevard and the extension of Orange Avenue.

Mr. Brian Fields, P.E., City Engineer, Public Works Department referenced the Transportation Master Plan that distributes traffic in the Town Center and its future implementation as it is warranted.

Tape 1/Side B

Continuing, Mr. Fields mentioned Orange Avenue and its status and noted, "We are currently in design for Orange Avenue to extend Orange Avenue as a permanent real road through Central Winds Park – it is targeted and scheduled for construction next calendar year." Mr. Fields commented further on traffic and streets.

Discussion followed on the capacity of vehicles that the Transportation Master Plan can accommodate to which Mr. Fields remarked, "This network of streets – this was designed in concept to be modified as developments come in around it."

Board Member Walker asked if there would be lane widening on State Road 434. Mr. Fields stated, "On State Road 434? No." Mr. Fields emphasized that six (6) lanes is not envisioned for State Road 434 and added, "We would like to see lower speeds, more access, so residents and businesses – people slow down and stop and in our downtown area. Discussion followed on the timeline of these projects.

Vice-Chairperson Howard Casman also suggested a workshop to aid in solving the issues. Mr. Love answered, "Sure, we're happy to do it." Mr. Love spoke on the added benefit of community input, and the site orientation being a concern to some. Brief discussion followed about the number of apartments in the Winter Springs area.

Furthermore, Vice-Chairperson Casman asked, "You would be willing to sit down with these people again, in a workshop type atmosphere? Maybe invite people over from St. Johns Landing and other communities in the area that have worked through this to help them understand what you are doing and how it will affect them." Mr. Love replied, "Sure – like I said we've done it before, we'll do it again."

Comments continued on the neighboring property and apartments versus townhomes.

Speaking to Mr. Fields, Board Member Walker voiced her apprehension about potential traffic issues and asked for further information.

Mr. Fields commented on traffic generation in commercial and residential areas and stated, "We feel like the network and Master Plan that we have, has anticipated high density development in the Town Center at this location. We don't know what mixture of Uses it'll be, but we have a complete network of streets and intersections that is ready to be developed. There are funding sources, including Developer funded improvements to accommodate that traffic."

Board Member Walker praised City Staff "Who do a wonderful job and are very diligent and have a lot of integrity in their work" and asked if there was an opportunity to change the orientation of the development in an attempt to try and appease nearby residents.

Mr. Stevenson discussed community involvement in the Town Center Master Plan and the City's attempts to build a demographic within the Town Center, and pointed out, "One of reasons that we have it oriented the way you see it here, is that we are still trying to protect some commercial or Mixed-Use area." Mr. Stevenson clarified why the development could not be located on Tuskawilla Road and mentioned the City's efforts to keep natural/green spaces, reduce visibility issues, and implement directional/way finding signage.

Board Member Bart Phillips commented on limiting the quantity of apartment complexes to create a thriving supply and demand factor. Mr. Stevenson agreed and mentioned the desire for more Mixed-Use and retail spaces.

Much discussion followed.

"I WOULD MAKE A RECOMMENDATION THAT THE PLANNING AND ZONING BOARD FORWARD TO APPROVAL TO THE CITY COMMISSION WHO WOULD TABLE THIS APPROVAL PENDING A WORKSHOP." MOTION BY VICE-CHAIRPERSON CASMAN.

SENIOR ATTORNEY KOPP STATED, "DO YOU WANT TO MAKE IT SO THAT A WORKSHOP IS HELD, WITH THE PUBLIC PRESENT…" VICE-CHAIRPERSON CASMAN REMARKED, "…ABSOLUTELY…" SENIOR ATTORNEY KOPP CONTINUED, "…WITH THE DEVELOPER, EITHER PRIOR TO THE CITY COMMISSION OR THE CITY COMMISSION COULD TABLE IT – THAT WAY IF THEY COULD…"

MR. STEVENSON ADDED, "…I THINK THE CITY COMMISSION, BECAUSE OF THE ADVERTISING AND TO PRESERVE ADVERTISING AND MY ADVERTISING DOLLARS, WOULD PROBABLY CONTINUE IT TO A DATE CERTAIN, ALLOWING FOR TIME TO HAVE THE WORKSHOP PRIOR TO THEM CONSIDERING THE CONCEPT PLAN."

CONCURRING, SENIOR ATTORNEY KOPP STATED, "YOU COULD DO THAT OR YOU COULD TRY TO HAVE THE WORKSHOP PRIOR TO THE MEETING AS WELL, EITHER WAY."

MR. STEVENSON MENTIONED, "IT'S ON THE SEVENTEENTH (NOVEMBER 2014)."

VICE-CHAIRPERSON CASMAN NOTED, "ALL WE ARE LOOKING TO DO IS PROTECT OUR NEIGHBORS AND IN THAT SENSE WE COULD RECOMMEND IT TO BE FORWARDED FOR APPROVAL TO THE CITY COMMISSION, BUT THEY SHOULD TABLE IT PENDING A WORKSHOP."

SENIOR ATTORNEY KOPP MENTIONED, "THEY CAN AND THEY COULD – PERSERVE THEIR ADVERTISING COSTS BY CONTINUING TO A TIME AND DATE CERTAIN…" VICE-CHAIRPERSON CASMAN SAID, "…THAT WAY THESE PEOPLE ARE GUARANTEED A VOICE BEFORE ANY FINAL DECISION IS MADE."

ADDITIONALLY SENIOR ATTORNEY KOPP STATED, "THEY WOULD HAVE A PUBLIC HEARING AT THE CITY COMMISSION ANYWAY, SO THEY WOULD BE HEARD EITHER WAY, BUT YES."

SECONDED BY BOARD MEMBER WALKER. DISCUSSION.

ASSISTANT TO THE CITY CLERK ANTONIA DELLA DONNA ASKED FOR CLARIFICATION THAT "THE MOTION IS APPROVE THIS TO GO TO THE CITY COMMISSION, THAT THEY'LL TABLE IT…" CHAIRPERSON HENDERSON STATED, "…WITH THE RECOMMENDATION THAT THEY TABLE IT AND HOLD A WORKSHOP." IN ADDITION, MR. STEVENSON ASKED, "COULD WE CHANGE THE WORD 'TABLE' TO 'CONTINUE TO DATE CERTAIN'?"

CHAIRPERSON HENDERSON AGREED ANDVICE-CHAIRPERSON CASMAN NODDED IN AGREEMENT. NO OBJECTIONS WERE VOICED.

VOTE:
VICE-CHAIRPERSON CASMAN: AYE
CHAIRPERSON HENDERSON: AYE
BOARD MEMBER MILLER: AYE
BOARD MEMBER WALKER: AYE
BOARD MEMBER PHILLIPS: AYE
MOTION CARRIED.

Chairperson Henderson called a Recess at 7:00 p.m.

The Meeting reconvened at 7:05 p.m.

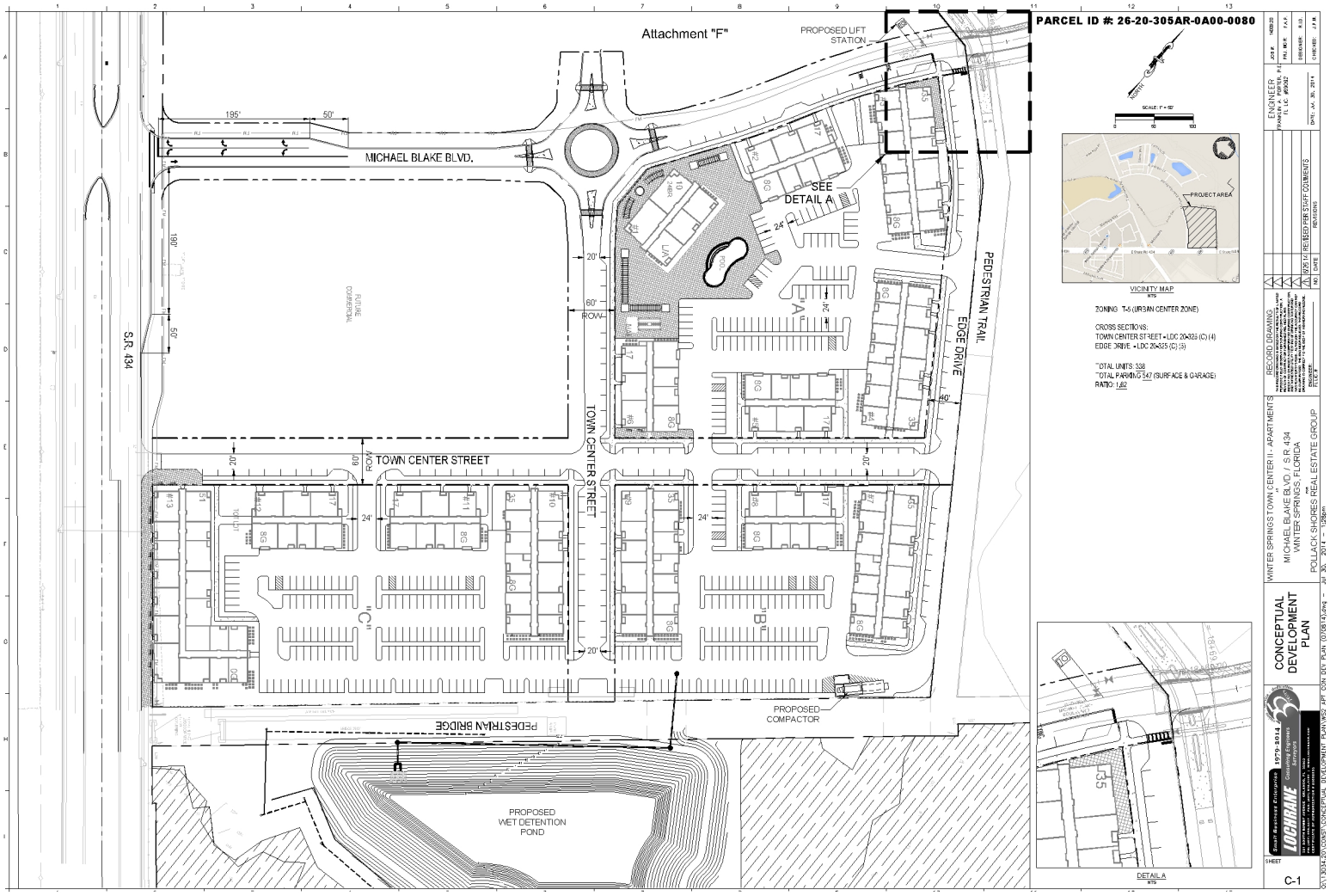
PUBLIC HEARINGS

501. Community Development Department – Planning Division

The Community Development Department – Planning Division Requests That The Planning And Zoning Board Consider: 1) Final Engineering Plan, And 2) Aesthetic Review For Dunkin Donuts, A 6,883 Square Foot Building With A 2,310 Square Foot Dunkin Donuts Restaurant And Three Associated Retail Bays Located On The Southeast Corner Of The Intersection Of State Road 434 And Stone Gable Circle.

Mr. Howell introduced the Agenda Item and gave a brief description of its origin, Permitted Uses, and some recent aesthetic improvements.

In reference to the landscaping, Board Member Walker commented about the Developer's plans to add any type of greenery; and Mr. Howell referenced the Landscape Plan and the variety of trees.



ENGINEER
FRANKLIN J. POPOV, P.E.
FLA. REG.

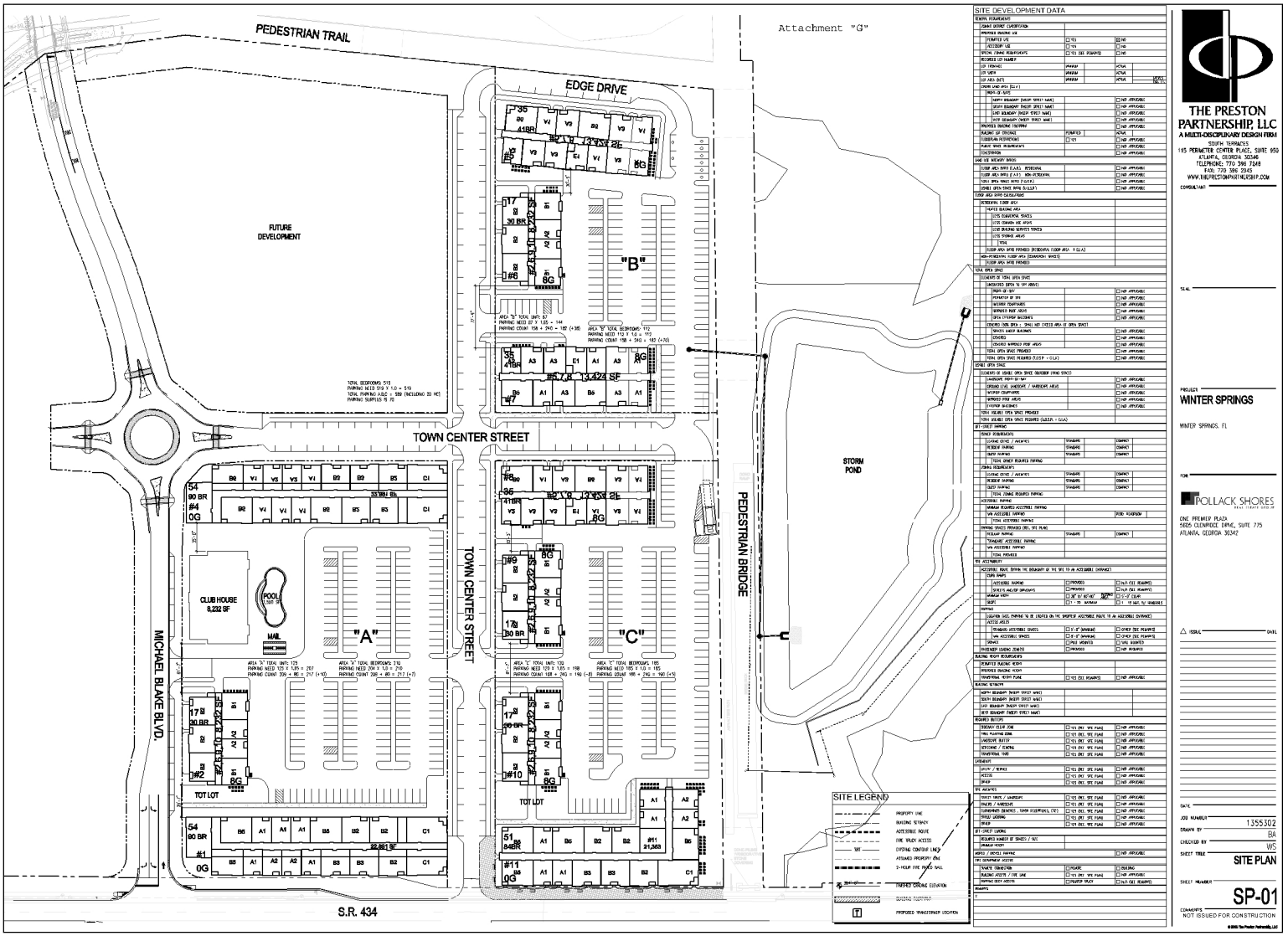
RECORD DRAWING

WINTER SPRINGS TOWN CENTER II - APARTMENTS
MICHAEL BLAKE BLVD. / S.R. 434
WINTER SPRINGS, FLORIDA
for
POLLACK SHORES REAL ESTATE GROUP

CONCEPTUAL DEVELOPMENT PLAN

LOCHRANE
Build Success Together
1979-2014

SHEET
C-1



SITE DEVELOPMENT DATA

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM
CONSULTANT

SEAL

PROJECT
WINTER SPRINGS
WINTER SPRINGS, FL

FOR

POLLACK SHORES
REAL ESTATE GROUP
ONE PREMIER PLAZA
5605 GLENRIDGE DRIVE, SUITE 775
ATLANTA, GEORGIA 30342

△	ISSUE	DATE

DATE
JOB NUMBER 1355302
DRAWN BY BA
CHECKED BY WS
SHEET TITLE
SITE PLAN
SHEET NUMBER
SP-01
COMMENTS
NOT ISSUED FOR CONSTRUCTION

© 2015 The Preston Partnership, LLC

Attachment "H"

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07486 Pgs 0146 - 154; (9pgs)
CLERK'S # 2010136465
RECORDED 11/29/2010 02:05:52 PM
RECORDING FEES 78.00
RECORDED BY T Smith

Prepared by and return to:
Anthony A. Garganese
City Attorney of Winter Springs
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802

FUTURE DEVELOPMENT COMMITMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into effective this 10th day of November, 2010, by and between **Winter Springs Holdings, Inc.**, a Delaware corporation, whose address is 900 Seventh Street NW, Ste. 1020, Washington, DC 20001, and its successors and assigns (the "**Owner**"), and the **City of Winter Springs**, Florida (the "**City**"), a Florida Municipal Corporation, whose address is 1126 E. State Road 434, Winter Springs, FL 32708.

COMMON RECITALS:

WHEREAS, the Owner is the owner in fee simple title to certain real property (the "Property") described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, the Property was subject to that certain Implementation Agreement (the "Implementation Agreement"), recorded in the Public Records of Seminole County, Florida in Official Records Book 6599, Pages 1705-1726; and

WHEREAS, the Owner and the City entered into an Agreement, dated August 23,2010, to terminate the Implementation Agreement in accordance with the conditions set forth in Section 3 thereof, which shall be recorded in the Public Records of Seminole County, Florida prior to the recordation of this Agreement ("**Termination Agreement**"); and

WHEREAS, Section 3.6 of the Termination Agreement required that the City and the Owner enter into this Agreement to memorialize the future development obligations which are restated from the Termination Agreement as set forth herein.

WITNESSETH:

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and in consideration of the termination of the Implementation Agreement and in accordance with the Termination Agreement, the parties agree as follows:

1. **Recitals.** The parties agree and acknowledge that the recitals above are true and correct and that it is the intent of the parties by entering into this Agreement to create a legally binding contract.

2. **Future Obligations on the Property.** In accordance with Section 3.6 of the Termination Agreement, Owner hereby restates the following existing commitments with respect to the Property:

2.1 Owner agrees to convey to the City two small neighborhood squares # 4 (minimum .42 acres) and #5 (minimum .44 acres), such acreage to include all rights-of-way around the perimeter of each neighborhood square, at such time the City determines the squares are needed in conjunction with the future development of the Property. The location of the neighborhood squares are generally depicted on **EXHIBIT "B,"** which is attached hereto and fully incorporated herein by this reference. However, the Owner and the City agree that the parties may mutually agree in writing to modify the location of the neighborhood squares in order to accommodate the future development plans on the Property. The conveyances shall be at no cost to the City by special warranty deed for fee simple title.

2.2 Owner shall be responsible for designing, permitting, and constructing a master stormwater plan for the Property, which is intended to include the handling of stormwater runoff from Spine Road (Michael Blake Boulevard) which is being simultaneously conveyed to the City with the execution and delivery of this Agreement. Owner shall construct the permanent master stormwater facilities at such time the Property is developed in accordance with all applicable St. Johns Water Management District ("**SJRWMD**") and any other applicable regulatory permitting requirements. The permanent stormwater facilities located outside of the Spine Road Property shall remain privately owned and maintained, with a drainage easement dedicated to the City over all stormwater facilities supporting Spine Road at such time the permanent facilities are constructed and approved by the City. In the event that the City chooses to construct Spine Road in advance of substantial development of the Property and before the permanent stormwater facilities are in place, Owner shall grant the City a right-of-entry to construct and maintain temporary stormwater facilities on the Property located outside of the Spine Road Property in accordance with a temporary drainage easement that is mutually acceptable to the Owner and the City. The area for the temporary stormwater facilities shall be generally located in the area depicted on **EXHIBIT "C,"** which is attached hereto and deemed fully incorporated herein by this reference. The right-of-entry and easement shall remain in place until the permanent stormwater facilities are constructed by the Owner. At the time the permanent drainage facilities are constructed and accepted by the City and the applicable regulatory agencies, Owner shall be responsible for the removal of all temporary drainage facilities. In addition to the right-of-entry and easement Owner shall grant the City authorization to utilize and/or modify any permits applicable to the construction of Spine Road. Owner agrees to cooperate with the City regarding any permit utilization and/or modification and shall execute applicable permit documents authorizing the permit utilization or modification to the extent required by the SJRWMD.

3. **Miscellaneous Provisions.**

3.1 **Applicable Law and Venue.** This Agreement shall be governed by and

construed under the laws of the State of Florida. The parties shall attempt in good faith to resolve any dispute concerning this Agreement through negotiation and/or mediation between authorized representatives. If these efforts are not successful, and there remains a dispute under this Agreement, either party may then file an action in the Circuit Court of Seminole County, which shall be the exclusive venue with respect to any disputes arising out of this Agreement. This Agreement shall not be construed or characterized as a development agreement under the Florida Local Government Agreement Act.

3.2 **Entire Agreement.** This Agreement is the entire agreement between the parties related to the subject matter expressed herein, and supersedes all previous oral and written representations, agreements and understandings between the parties related thereto. Except as otherwise provided herein, this Agreement shall only be amended or cancelled by mutual written consent of the parties hereto or by their successors in interest.

3.3 **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures and shall be binding upon all successors in interest to the parties.

3.4 **Notices.** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the parties designate the following as the respective places for giving notice:

For the Owner:
Winter Springs Holdings, Inc.
c/o IBEW Pension Benefit Fund
900 Seventh Street NW, Suite 1020
Washington, DC 20001
Telephone:
Fax:

With a copy to:
Potts-Dupre, Difede & Hawkins, chtd.
Attention: Jim Difede, Esq.
900 Seventh Street, NW, Suite 1020
Washington, DC 20001
Telephone: (202) 223-0888
Fax: (202) 223-3868

With a copy to:
CS Capital Management
Attention: Brian Love
Paul Saylor
One Overton Park – Suite 240
3625 Cumberland Boulevard
Atlanta, GA 30339

Telephone: (770) 818-4040
Fax: (770) 818-4041

For the City: City of Winter Springs
Attn: City Manager
1126 E. State Road 434
Winter Springs, FL 32708
Telephone: 407-327-5957
Fax: 407-327-4753

3.5 **Attorneys Fees.** Each party shall bear their own attorneys fees regarding the drafting and implementation of this Agreement.

3.6 **Specific Performance.** If Owner defaults on its obligations set forth in Paragraph 2 of this Agreement, the City shall have the right to seek specific performance against the Owner in order to effectuate the required conveyances of the neighborhood squares and the City's use of the Property for Spine Road stormwater purposes. In such case, the City shall have the right to recover prevailing party attorneys fees and costs in the event the City must file an action to enforce the terms and conditions set forth in Paragraph 2.

3.8 **Recordation.** This Agreement shall be recorded in the Public Records of Seminole County, Florida, and shall run with the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first above written.

WITNESSES:

(signature)

Chris Edwards
(print name)

(signature)

Shawn Boyle
(print name)

CITY OF WINTER SPRINGS

By: _____
CHARLES LACEY, Mayor

ATTEST:

By: Joan L. Brown, Deputy City Clerk
for Andrea Lorenzo- Luaces, City Clerk

Date: November 12, 2010

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 12th day of November, 2010, by CHARLES LACEY, Mayor of the City of Winter Springs, (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Danielle Harker
Notary Public
Print Name: Danielle Harker
My Commission expires:

Notary Public State of Florida
Danielle Harker
My Commission DD663371
Expires 04/15/2011

WITNESSES:

(signature)

JAMES DIFEDE

(print name)

(signature)

Jennifer Hawkins

(print name)

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

By: Lindell K. Lee

Lindell K. Lee, President

Date: November 10, 2010

District of Columbia
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 10th day of November, 2010, by Lindell K. Lee, President of the Winter Springs Holdings, Inc., a Delaware corporation, (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Jo Ann Bowen

Notary Public

Print Name: Jo Ann Bowen
Notary Public, District of Columbia
My Commission Expires 5/14/2015

My Commission expires:

LEGIBILITY UNSATISFACTORY
FOR SCANNING

LEGAL DESCRIPTION:

A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 27.48 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N30°04'56"E A DISTANCE OF 258.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE N30°04'56"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 55.62 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N30°04'56"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1279.13 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1110.99 FEET AND A CHORD BEARING OF S12°25'14"W, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE C.S.X. TRANSPORTATION INCORPORATED "LAKE CHARM BRANCH" RAIL CORRIDOR; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 6°17'08", A DISTANCE OF 121.87 FEET TO THE POINT OF TANGENCY; THENCE RUN S15°33'47"W A DISTANCE OF 1013.17 FEET TO THE NORTHWEST CORNER OF RELEASE PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 3988, PAGE 1095; THENCE DEPARTING SAID WESTERLY LINE RUN S57°01'44"E, ALONG THE NORTHERLY LINE OF SAID RELEASE PARCEL 2, A DISTANCE OF 104.80 FEET TO THE NORTHEAST CORNER OF SAID RELEASE PARCEL 2, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF ACQUISITION PARCEL B (THE RAILS TO TRAILS CORRIDOR) AS DESCRIBED IN OFFICIAL RECORD BOOK 4092, PAGE 164; THENCE CONTINUE S57°01'44"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 95.46 FEET; THENCE RUN S54°37'59"E A DISTANCE OF 147.17 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 85.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 61°16'51" A DISTANCE OF 90.91 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38°11'46" A DISTANCE OF 333.32 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°43'04"E A DISTANCE OF 187.98 FEET; THENCE RUN S46°13'52"E A DISTANCE OF 177.70 FEET; THENCE RUN S32°30'43"E A DISTANCE OF 862.97 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE AND THE NORTHWESTERLY LINE OF SAID ACQUISITION PARCEL B; THENCE RUN S50°31'58"W, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 997.68 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 434 (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 11 OF 13); THENCE DEPARTING SAID NORTHWESTERLY LINE RUN N38°43'16"W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 431.17 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7905.47 FEET AND A CHORD BEARING OF N37°00'57"W; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 3°24'37" A DISTANCE OF 470.54 FEET TO THE END OF SAID CURVE; THENCE RUN S51°16'44"W A DISTANCE OF 14.00 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 138.42 FEET TO THE SOUTHEAST CORNER OF AFORESAID RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 138.78 FEET TO THE SOUTHWEST CORNER OF RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 308.12 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2803, PAGE 843; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N30°04'56"E, ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 220.00 FEET; THENCE RUN N38°43'16"W, ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

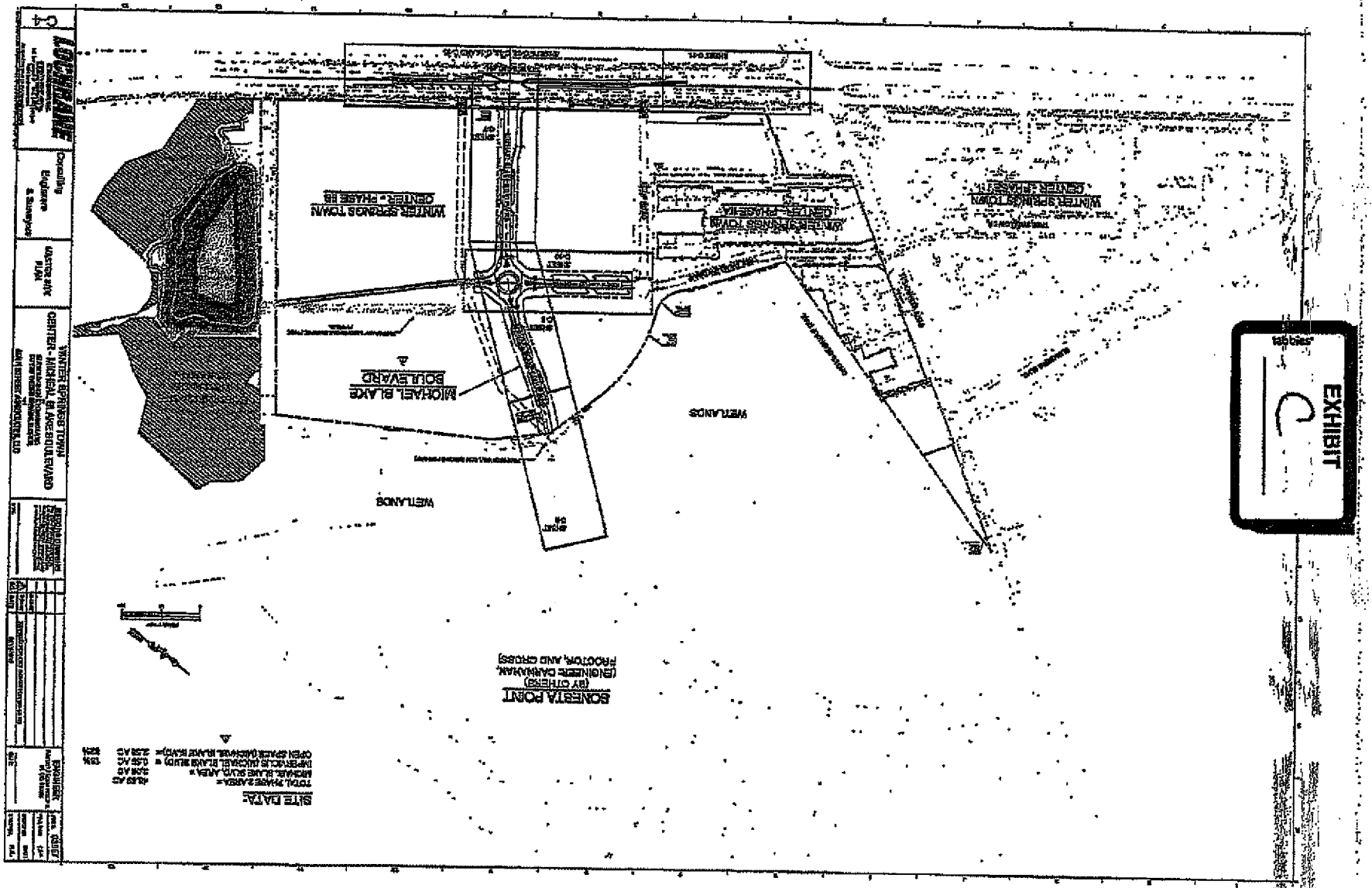
"A"
A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 1729.58 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N50°31'58"E A DISTANCE OF 97.29 TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), AS SHOWN ON SAID RIGHT OF WAY MAP, FOR THE POINT OF BEGINNING; THENCE RUN N50°31'58"E A DISTANCE OF 1,033.48 FEET; THENCE RUN N39°29'02"W A DISTANCE OF 15.00 FEET; THENCE RUN N50°31'58"E A DISTANCE OF 106.44 FEET; THENCE RUN S83°03'12"E A DISTANCE OF 94.74 FEET; THENCE RUN S47°54'36"E A DISTANCE OF 34.00 FEET; THENCE RUN S37°59'33"E A DISTANCE OF 57.62 FEET; THENCE RUN S60°24'00"E A DISTANCE OF 52.48 FEET TO THE EASTERLY LINE OF BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP AS RECORDED IN PLAT BOOK 1, PAGE 5; THENCE RUN S05°13'52"W ALONG SAID EASTERLY LINE OF BLOCK "A" A DISTANCE OF 251.46 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN S82°38'09"W A DISTANCE OF 109.52 FEET; THENCE RUN S50°54'04"W A DISTANCE OF 11.72 FEET; THENCE RUN S22°01'13"W A DISTANCE OF 65.99 FEET; THENCE RUN S29°00'27"W A DISTANCE OF 44.28 FEET; THENCE RUN S52°03'03"W A DISTANCE OF 9.80 FEET; THENCE RUN S28°03'23"W A DISTANCE OF 97.92 FEET; THENCE RUN S44°20'04"E A DISTANCE OF 176.05 FEET ; THENCE RUN S37°21'37"E A DISTANCE OF 71.69 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF BLOCK "A"; THENCE RUN ALONG SAID EASTERLY LINE OF BLOCK "A" S05°13'52"W A DISTANCE OF 42.89 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN N27°58'26"W A DISTANCE OF 41.29 FEET; THENCE RUN N36°31'04"W A DISTANCE OF 34.59 FEET; THENCE RUN N52°32'01"W A DISTANCE OF 245.40 FEET; THENCE RUN S89°06'27"W A DISTANCE OF 57.89 FEET; THENCE RUN S86°37'02"W A DISTANCE OF 39.09 FEET; THENCE RUN S48°29'24"W A DISTANCE OF 41.50 FEET ; THENCE RUN S28°55'33"W A DISTANCE OF 34.27 FEET; THENCE RUN S10°02'16"W A DISTANCE OF 35.95 FEET; THENCE RUN S03°05'47"W A DISTANCE OF 52.29 FEET; THENCE RUN S07°51'13"W A DISTANCE OF 30.86 FEET; THENCE RUN S00°47'47"W A DISTANCE OF 49.12 FEET; THENCE RUN S07°25'22"W A DISTANCE OF 52.87 FEET; THENCE RUN S87°06'00"W A DISTANCE OF 15.29 FEET ; THENCE RUN S79°35'01"W A DISTANCE OF 89.29 FEET; THENCE RUN N89°18'43"W A DISTANCE OF 96.92 FEET; THENCE RUN N80°50'07"W A DISTANCE OF 119.48 FEET; THENCE RUN S86°04'53"W A DISTANCE OF 186.65 FEET; THENCE RUN S09°51'29"W A DISTANCE OF 3.05 FEET; THENCE RUN N38°52'11"W A DISTANCE OF 121.02 FEET; THENCE RUN S51°16'44"W A DISTANCE OF 5.00 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD; THENCE RUN ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD N38°43'16"W A DISTANCE OF 73.56' TO THE POINT OF BEGINNING.

CONTAINS 46.553 ACRES (2,027,848.68 SQ. FT.), MORE OR LESS.

EXHIBIT
"A"

LEGIBILITY UNSATISFACTORY
FOR SCANNING



LEGIBILITY UNSATISFACTORY
FOR SCANNING

COMMISSION AGENDA

ITEM 505

Informational	
Consent	
Public Hearings	**X**
Regular	

December 14, 2015	KL	RS
Regular Meeting	City Manager	Department

REQUEST:

The Community Development Department – Planning Division requests the City Commission consider approval of: 1) Preliminary/Final Engineering Plan, 2) Aesthetic Review, and 3) the First Modification of the Development Agreement for a total of 279 multi-family units located on the east side of Tuscawilla Road, north of SR 434 and west of Michael Blake Boulevard.

SYNOPSIS:

The applicant is requesting approval of a Preliminary/Final Engineering Plan and Aesthetic Review for an apartment community containing 279 units. The subject property is located in the T5 zone (Urban Center Zone) of the Town Center. Multifamily uses such as apartments are a permitted use in the T5 zone of the Town Center. A Concept Plan and Development Agreement was approved by the City Commission on February 9, 2015 which permits a maximum of 300 apartment units on the property. The Preliminary/Final Engineering Plan has been designed in accordance with the approved Concept Plan and Development Agreement.

CONSIDERATIONS:

APPLICANT AND PROPERTY INFORMATION:

- Applicant name and address and authorized representative: CS Capital Management, Inc./ Whitaker Capital, LLC. 3525 Piedmont Road, 7 Piedmont Center, Suite 300, Atlanta, GA 30305. Brian Love, authorized representative

- Property owner's name(s): Winter Springs Holdings, LLC.
- Property addresses: No address issued
- Property Parcel ID number: 26-20-30-5AR-0A00-0070
- Current FLUM Designations: Town Center
- Current Zoning Designations: Town Center T5 (Urban Center Zone)
- Previously Approved Development permits such as conditional use, waiver, or variance (if any): None
- Development Agreements (if any): Development Agreement between the City of Winter Springs and Winter Springs Holdings, Inc. Book 8446/Page 1131-1144, approved February 9, 2015, executed March 10, 2015.
- Pending Code Enforcement Actions (if any): No known pending Code Enforcement actions
- City Liens (if any): No known liens

APPLICABLE LAW, PUBLIC POLICY, AND EVENTS
Home Rule Powers
Florida Statutes
City of Winter Springs Comprehensive Plan - Future Land Use Element

GOAL 2: ***Town Center.*** The City seeks to create a Town Center based upon traditional design standards for development that will become the identifying focus of the City's downtown and contribute to an increased and diversified tax base for the City. The primary purpose of the Town Center shall be to create an economically successful, vibrant, aesthetic, compact, multimodal, diverse, mixed use (including horizontal and vertical integration of uses) neo-traditional urban environment, designed on a pedestrian scale and with a pedestrian orientation. The Town Center is to be a place where people can reside in a mix of single and multiple family dwellings, work, gather to shop, relax, recreate, be entertained, attend community events, and enjoy the natural beauty of lands located in the Town Center. The Town Center should be created through public and private investment and development.

Policy 2.2.4: *Mixed Uses.* Permit a variety of mixed uses consistent, compatible, and in harmony with the Town Center Goal and the Town Center District Code, including single family residential, multiple family residential, commercial retail and services, public services and buildings, parks, and schools, through the enactment of creative and flexible land development regulations. (Ord. 2012-05)

Policy 2.2.6: *Residential Density*. Support the desired commercial activity and urban character desired for the Town Center by encouraging high density residential development consistent with the Town Center Goal and Town Center District Code and encourage a minimum average residential density of seven (7) units per acre, unless the type of unit would warrant a lesser density while still meeting the intent of the Town Center District Code. (Ord. 2012-05)

Policy 2.2.8: *Intensity.* Encourage higher intensity development in the Town Center subject to the Town Center District Code. (Ord. 2012-05)

Policy 2.3.3: *Fiscal Impacts of Development.* Ensure that City policies, regulations, and decision making processes not only consider Town Center design planning impacts, but also consider whether proposed new development will have a positive and acceptable economic and fiscal impact on the City. In furtherance of this policy, the City Commission shall require (unless otherwise exempted by land development regulation), as a condition of considering the approval or denial of a development project, that developers provide a written economic and fiscal impact report, prepared by a duly qualified expert, that details the associated economic and fiscal impacts of any proposed new development project on the City and the School District. Although the City recognizes that some projects will have a regional economic and fiscal impact as well, said report shall predominantly address the economic and fiscal impacts on the Town Center and the City of Winter Springs as its own economic system. The economic impact analysis portion of the report shall address the impacts of the proposed project on jobs, economic output, and wages. The fiscal impact analysis portion shall pertain to the net fiscal impact of the project over a period of years which is the sum of those revenues (such as ad valorem taxes, public service taxes, sales taxes, and charges for service) directly received by the City minus the sum of expenditures incurred by the City (such as general government expenses, law enforcement, roads, and parks and recreation). (Ord. 2012-05)

Policy 2.3.4: Compatibility and Optimization of Tax Base. For purpose of determining whether a project has a positive and acceptable economic and fiscal impact on the City pursuant to Policy 2.3.3, the developer shall be required to demonstrate through its written economic and fiscal impact report that the project is in compliance with the following objective criteria:

(1) The proposed project and associated land use is not only a permitted use within the applicable zoning transect, but is also compatible under existing conditions (existing, permitted, or master-planned development) at the proposed location with other adjacent or nearby land uses within the Town Center and any established surrounding neighborhoods.

(2) The market demand for the proposed project is at least minimally feasible based on current market data including, but not limited to, data set forth in any economic development study conducted by the City.

(3) Provided said project is first deemed compatible from a land use perspective under criteria (1) and market demand is deemed minimally feasible under criteria (2), the proposed project optimally increases and diversifies the City's tax base and economic well-being. With respect to the phrase "optimally increases," the proposed project's economic and fiscal impact shall be required to be the best result obtainable for the City under current economic and land use conditions. In furtherance of determining consistency with this provision, the developer's written economic and fiscal impact report shall analyze and compare the proposed project to either the City's preferred project or projects for the subject location as may be expressly set forth in the City's Town Center Master Plan or economic development study conducted pursuant to Policy 2.3.2, or if the plan or study does not so expressly provide, to a reasonable array of other potential alternative compatible projects authorized in the applicable zoning transect for the subject project location. Furthermore, the term "diversifies" means the extent that the proposed project reduces the City's reliance upon a residential tax base to fund the City's fiscal budget. Additionally, if the proposed project is a commercial project, the extent that the proposed project also provides different and needed services and jobs to the Town Center and the City.

(4) Such other criteria set forth in the City's land development regulations. (Ord. 2012-05)

Policy 2.3.7: *Quality of Life*. Strive to improve the quality of life of Winter Springs' residents by encouraging an increased number and variety of thriving commercial businesses that are supported and complimented by high-end residential projects located in the Town Center.

City of Winter Springs Comprehensive Plan - Housing Element
Policy 1.1.15: Support the desired commercial activity and urban character desired for the Town Center by encouraging high density residential development subject to the Town Center District Code. (Cross Reference: Future Land Use Element, Policy 2.2.6); (Ord. 2012-05)

Winter Springs Town Center District Code

DISCUSSION:
Preliminary/Final Engineering Plan
Prior to the approval of the Concept Plan and Development Agreement at the February 9, 2015 City Commission meeting, the applicant proposed a Concept Plan for a thirteen building apartment complex that would be developed into a total of 338 units on 13.9 acres at the northeast corner of the intersection of Michael Blake Boulevard and SR 434. On August 21, 2014 and December 2, 2014, the applicant held meetings with concerned citizens to solicit their input on the proposed design. As a result of these meetings two site layouts were proposed but no consensus could be reached between the applicant and the citizens on the proposed design of the project. With this impasse in mind and taking certain comments from the citizens group into consideration, City Staff and the applicant proposed a new layout and relocation of the project to a portion of the property under the applicants ownership that is west of the intersection of Michael Blake Boulevard and SR 434, specifically on the east side of Tuskawilla Road behind the McDonalds restaurant. On February 9, 2015, the City Commission approved a Concept Plan and Development Agreement for the subject property based upon the above proposal which consists of commercial, mixed use buildings and apartment buildings located in the T5 zone (Urban Center Zone) of the Town Center. Multifamily uses such as apartments are a permitted use in the T5 zone of the Town Center.

The design configuration depicted on the Preliminary/Final Engineering Plan is consistent with the approved Concept Plan and Development Agreement. Vehicular access to the site is proposed via Michael Blake Boulevard, two proposed "Town Center Streets", and Tuskawilla Road. The property will be divided into six blocks. As noted on the approved Concept Plan and in the approved Development Agreement, the developer has agreed to reserve blocks 4, 5, and 6 for mixed use and/or commercial development. One of the "Town Center Streets" that will be created will be the extension of Tree Swallow Boulevard that will be constructed across the middle portion of the property. Per the terms of the approved Development Agreement, this project is the only standalone multi-family residential project permitted to be developed on the entire property located north of S.R. 434, south of the Cross Seminole Trail, east of Tuskawilla Road, and west of the pedestrian trail bridge. In the event other multi-family projects are proposed on the remaining portions of the property, the units shall be incorporated into a mixed use development.

A roundabout will be constructed at the proposed intersection of Michael Blake Boulevard

and Tree Swallow Drive that is proposed to run in an east/west direction across the property. The roundabout at this location was previously approved by the City Commission as part of the Michael Blake Boulevard project; however; construction of the roundabout was deferred until development of the surrounding land. The eastern end of the roundabout will be appropriately stubbed out to allow for the future continuation of Tree Swallow Drive to the east. Parking will be provided in accordance with Town Center design standards behind the proposed buildings and on each of the streets that are proposed for construction. Additionally, tandem parking will be provided within garages that will be constructed on the first floor of several of the building types. The buildings will be setback from property lines consistent with the setbacks that are required in the T5 (Urban Center Zone) of the Town Center, which range between zero and eight feet along front property lines, and will be oriented toward the street frontages. This setback range and design configuration is reflective of historic downtown layouts throughout the United States.

As noted on the approved Concept Plan and in the approved Development Agreement, a wet detention pond is proposed on the east side of the Cross Seminole Trail pedestrian bridge that will serve the development. This wet detention pond was previously designed and permitted as a master wet detention pond to serve the Town Center Phase II project. The pond is sized to handle stormwater runoff from the entire undeveloped portion of the Town Center Phase II property.

The Preliminary/Final Engineering Plan is consistent with the approved Concept Plan and Development Agreement, and is in compliance with all applicable policies of the Comprehensive Plan and all applicable requirements of the City Code of Ordinances and the Town Center District Code.

Aesthetic Review
The attached Aesthetic Review package includes all of the submittal requirements for aesthetic review as set forth in Section 9-600 through 9-607 and include the following: (a) a site plan; (b) elevations illustrating all sides of structures facing public streets or spaces; (c) illustrations of all walls, fences, and other accessory structures and the indication of height and their associated materials; (d) elevation of proposed exterior permanent signs or other constructed elements other than habitable space, if any; (e) illustrations of materials, texture, and colors to be used on all buildings, accessory structures, exterior signs; and (f) other architectural and engineering data as may be required. The procedures for review and approval are set forth in Section 9-603.

The City Commission may approve, approve with conditions, or disapprove the application only after consideration of whether the following criteria have been satisfied:

(1) The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, textures, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.

The project is located in the T5 (Urban Center Zone) of the Town Center. The design of the proposed units are consistent with the architectural design guidelines noted in the Town Center District Code and with the architectural elevations that were included as an exhibit to the approved Development Agreement. Architectural design elements such as cementitous lap siding, cementitous batten board, vinyl windows, and aluminum coping are provided. Expression lines are provided to

demonstrate a separation from the first and second floors and to help break up blank expanses on the façades. The architecture is complementary to the diverse styles of architecture that have been provided in the City and in the Town Center.

(2) The plans for the proposed project are in harmony with any future development which has been formally approved by the City within the surrounding area.

The design of the proposed units are characteristic of the architecture that is provided citywide and is in harmony with the surrounding residential and commercial developments in the Town Center. Additionally, the elevations are consistent with the elevations that were included as an exhibit to the approved Development Agreement.

(3) The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:

A. Front or side elevations,
B. Size and arrangement of elevation facing the street, including reverse arrangement,
C. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.

The proposed units are designed to contribute to the quality architectural styles that are typical of the Town Center and the City of Winter Springs. This project represents a positive addition to the Town Center and to the City of Winter Springs. Significant design features includes architectural design elements such as cementitous lap siding, cementitous batten board, vinyl windows, and aluminum coping. Expression lines are provided to demonstrate a separation from the first and second floors and to help break up blank expanses on the façades. The architecture is consistent with the architectural elevations that were included as an exhibit to the approved Development Agreement.

(4) The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.

The proposed project enhances the character and overall aesthetics of the Town Center and the surrounding area. The Town Center and the City of Winter Springs are comprised of diverse architectural styles and, therefore, the proposed project represents a positive addition to the City.

(5) The proposed project is consistent and compatible with the intent and purpose of this Article, the Comprehensive Plan for Winter Springs, design criteria adopted by the city (e.g. Town Center guidelines, SR 434 design specifications) and other applicable federal state or local laws.

The proposed project is consistent and compatible with the Comprehensive Plan and the design specifications and architectural styles that are noted in the Town Center District Code and with the architectural elevations that were included as an exhibit to the approved Development Agreement. The final architectural plans will be reviewed

for compliance with all building code criteria.

(6) The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, marble, termite-resistant wood, wrought iron, brick, columns and piers, porches, arches, fountains, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.

The project has incorporated a number of features such as cementitous lap siding, cementitous batten board, vinyl windows, and aluminum coping. Expression lines are provided to demonstrate a separation from the first and second floors and to help break up blank expanses on the façades. The architecture is consistent with the architectural elevations that were included as an exhibit to the approved Development Agreement. The project provides distinctive design details that promote the character of the Town Center and the City of Winter Springs.

FISCAL IMPACT:

Development of the property will provide an increase in taxable value to the City, and will provide additional population in the Town Center which will increase the Town Center's demographic base and strengthen the support for business and future commercial development within the Town Center. Per Policy 2.3.3 of the Future Land Use Element of the Comprehensive Plan, a fiscal impact analysis is provided.

COMMUNICATION EFFORTS:

This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at five (5) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

RECOMMENDATION:

Staff and the Planning & Zoning Board recommend approval of: 1) Preliminary/Final Engineering Plan, 2) Aesthetic Review, and 3) the First Modification of the Development Agreement for a total of 279 multi-family units located on the east side of Tuskawilla Road, north of SR 434 and west of Michael Blake Boulevard.

ATTACHMENTS:

A. Preliminary/Final Engineering Plan
B. Aesthetic Review

C. Fiscal impact analysis
D. Development Agreement - February 9, 2015
E. First Modification of Development Agreement
F. Minutes - December 2, 2015 Planning & Zoning Board meeting
G. Comments, Engineering Department

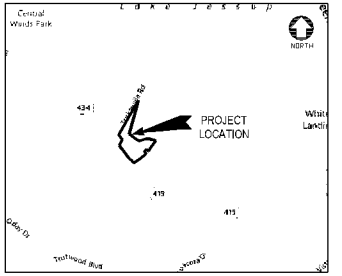
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26-20-30-5AR-0A00-007K
26-20-30-5AR-0A00-007F

WINTER SPRINGS APARTMENTS

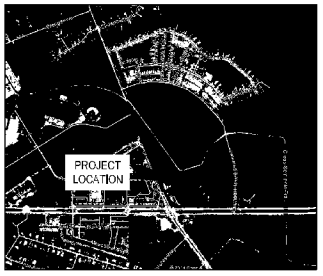
AT

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FLORIDA

OWNER	OWNER'S REPRESENTATIVE	DEVELOPMENT MANAGER / APPLICANT	ENGINEER
IBEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS	CS CAPITAL MANAGEMENT/ WHITAKER CAPITAL PAUL SAYLOR BRIAN LOVE 404-490-4988	POLLACK SHORES REAL ESTATE GROUP 5005 INTERBAY BOULEVARD TAMPA, FLORIDA 33611 ANTHONY M. EVERETT 813-831-5619	LOCHRANE ENGINEERING, INC. 201 S. BUMBY AVENUE ORLANDO, FLORIDA 32803 FRANKLIN A. PORTER, P.E. 407-896-3317



VICINITY MAP



AERIAL PHOTO

PLANS

NO.	DESCRIPTION
C1.0	COVER SHEET
C2.0	DEMOLITION PLAN
C3.0	SWPPP PHASE 1 PLAN
C4.0	SWPPP PHASE 2 PLAN
C5.0	SWPPP DETAILS & NOTES
C6.0	MASTER SITE LAYOUT PLAN
C6.1	ROUNDABOUT SIGNAGE AND DETAILS
C6.2	TRUCK ACCESS PLAN
C7.0	SITE PLAN - WEST
C9.0	SITE PLAN - EAST
C9.0	SITE PLAN - NORTH
C10.0	GRADING PLAN - WEST
C11.0	GRADING PLAN - EAST
C12.0	GRADING PLAN - NORTH
C13.0	MASTER UTILITY PLAN
C13.1	WATER SERVICES DETAIL PLAN
C14.0	UTILITY PLAN - WEST
C15.0	UTILITY PLAN - EAST
C16.0	UTILITY PLAN - NORTH
C17.0	PLAN AND PROFILE SHEET 1 - TREE SWALLOW ROAD
C18.0	PLAN AND PROFILE SHEET 2 - TREE SWALLOW ROAD
C19.0	PLAN AND PROFILE SHEET 3 - TREE SWALLOW ROAD
C20.0	PLAN AND PROFILE SHEET 1 - MICHAEL BLAKE BLVD.
C21.0	PLAN AND PROFILE SHEET 2 - MICHAEL BLAKE BLVD.
C22.0	PLAN AND PROFILE SHEET 1 - PERIMETER ROAD
C23.0	PLAN AND PROFILE SHEET 2 - PERIMETER ROAD
C24.0	PLAN AND PROFILE SHEET 2 - PERIMETER ROAD
C25.0	SWALE PLAN
C26.0	STORMWATER POND SHEET
C27.0	LIFT STATION SHEET
C28.0	WATER DETAILS
C29.0	SANITARY SEWER DETAILS
C30.0	GENERAL DETAIL SHEET 1
C31.0	GENERAL DETAIL SHEET 2
C32.0	PERIMETER ROAD CONSTRUCTION MOT PLAN
S1.0	BOUNDARY AND TOPOGRAPHIC SURVEY

SITE UTILITY NOTES:

1. ALL FILL MATERIALS TO BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. CONTRACTOR SHALL NOTIFY THE PROPER UTILITIES AUTHORITIES AND SUNSHINE PRIOR TO ANY UTILITIES CONSTRUCTION.
3. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
   - 8" PVC SDR35 PIPE PER ASTM D3034
   - 8" PVC SDR26 PER ASTM D3034 FOR PIPES MORE THAN 12' DEEP
   - 8" PVC SDR 26 PER ASTM D3034
   - DUCTILE IRON PIPE PER AWWA C150
4. WATER LINES SHALL BE AS FOLLOWS, UNLESS OTHERWISE DEPICTED ON PLANS:
   - 6" AND LARGER: PVC C900 PER ASTM D 2241
   - CLASS 150 (MAIN) OR CLASS 200 (HYDRANT) - CLASS 154
   - 6" AND LARGER DUCTILE IRON PIPE PER AWWA C150
   - 3/4" LEAD TYPE K, TYPE COPPER TUBING (SOFT) PER ASTM B 88
   - OR "PC 200 PE" PER ASTM D 2104 AND 2239.
5. TRENCH WIDTHS SHALL BE 3 FEET.
6. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 24" COVER ON ALL WATER LINES AND SANITARY SEWER.
7. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BY CITY OF WINTER SPRINGS PRIOR TO BACKFILLING AND PAVING.
8. WORK IN WINTER SPRINGS RIGHT-OF-WAY SHALL CONFORM TO CITY SPECIFICATIONS. PROPOSED ROADWAY ELEVATIONS, AND TO BE SIX INCHES ABOVE UNPAVED GROUND ELEVATIONS WHERE WATER LINES CROSS.
9. EXISTING UTILITIES HAVE BEEN FIELD VERIFIED. HOWEVER, EXISTING UTILITIES SHALL BE RE-VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES. THE EXISTING SANITARY SEWER SIDE LOCATION, PIPE ELEVATION SHALL BE VERIFIED PRIOR TO CONSTRUCTION AND CONNECTION TO EXISTING MANHOLE.
10. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES.
11. ALL UTILITIES SHALL BE LOCATED UNDERGROUND. ALL UTILITY COMPANIES SHALL BE RESPONSIBLE FOR COORDINATING THEIR UTILITY SERVICE COMPANIES SHALL BE RESPONSIBLE FOR ANNOUNCED BUILDING COMPLETION DATE AND TIMING IN CONJUNCTION WITH SITE WORK.
12. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
13. ALL PIPE JOINTS ARE TO MATCH AWWA SPECIFICATIONS FOR JOINTS.
14. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE SANITARY LINES SHALL BE DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT LEAST 10 FEET ON BOTH SIDES OF CROSSING. THE EARTH LINE SHALL HAVE IRON MECHANICAL RESTRAINED JOINTS AS REQUIRED TO PROVIDE A MINIMUM OF 18" CLEARANCE. VERTICAL REQUIREMENTS SUPERSEDE OR PARALLEL ZONE CLASS.
15. ALL SANITARY LATERALS LESS THAN 8" DIAMETER SHALL BE SLOPED AT A MINIMUM OF 1.00%.
16. CONTRACTOR SHALL TURN OFF THE CORPORATION STOPS AT THE METERS FOR ALL WATER SERVICES THAT ARE TO BE REMOVED.
17. WHEN ANY ROOTS OF EXISTING TREES ARE ENCOUNTERED DURING CUT AND CLEARING AND/OR GRADING OF THE SITE THE ROOTS MUST BE CUT CLEANLY WITH CLEAN SHARP PRUNING TOOLS. CONTRACTOR SHALL MINIMIZE DAMAGE TO "TREE ROOT SYSTEM".
18. A MINIMUM OF 3 FT SEPARATION SHALL BE PROVIDED BETWEEN THE UNDERGROUND UTILITIES AND ANY PROPOSED LARGE CANOPY TREES.
19. PRIVATE DEDICATED UNDERGROUND FIRE MAINS AND FIRE HYDRANTS MUST BE INSTALLED IN A LICENSED "FIRE CONTRACTOR CLASS I, II, III, IV, COMBINATION FIRE MAINS SHARED DOMESTIC AND "FIRE PROTECTION SERVICES AND FIRE HYDRANTS UP TO THE DEDICATED FIRE PROTECTION SYSTEM FRONT OF SERVICE. CAN BE INSTALLED BY A LICENSED UNDERGROUND UTILITY CONTRACTOR. GENERAL CONTRACTOR, CIVIL CONTRACTOR, PLUMBING CONTRACTOR.
20. UNDERGROUND FIRE MAINS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 24-2007 EDITION, STANDARDS FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES.
21. IN PAVED AREAS ALL CLEANOUT COVERS SHALL BE TRAFFIC RATED.

SITE PLAN NOTES:

1. ALL CURB AND GUTTER SHALL COMPLY WITH ALL CITY OF WINTER SPRINGS REGULATIONS AND CODES AND SHALL BE AS FOLLOWS:
2. CONSTRUCTION SHALL BE IN STRICT CONFORMANCE WITH ALL DIMENSIONS, LOCATIONS AND OBSERVATIONS OF EXISTING BUILDINGS, SLOPE PAVING, SIDEWALKS, DRIVEWAYS, ETC. PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS SHALL BE SODDED WITH A MINIMUM OF 4" OF TOPSOIL, SEED, MULCH AND WATER AS REQUIRED TO PROVIDE A COMPLETE STAND OF GRASS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS.
4. ALL SLOPES WITH CURB & GUTTER SHALL BE LANDSCAPED, UNLESS OTHERWISE NOTED. THOSE ISLANDS ARE TO HAVE CONC. CURB.
5. ALL TERMINATING AND INTERSECTING RIGHT-OF-WAY OR EASEMENTS SHALL BE CLOSED WITH CONCRETE.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE MODIFIED AS NECESSARY. ALL COSTS SHALL BE INCLUDED IN BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION, UNLESS OTHERWISE NOTED ON PLANS. SHALL INCLUDE BUT NOT LIMITED TO ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS, POLES, ETC., AS REQUIRED. ALL DEBRIS SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SURVEYOR. COST IS ALL BEING INCLUDED IN BASE BID.
8. THE SITE WORK FOR THE PROJECT SHALL MEET OR EXCEED THE STATE SPECIFIC SPECIFICATIONS.
9. ALL UTILITY CROSSINGS SHALL BE PERPENDICULAR TO ROADWAY.
10. ALL SIGNAGE AND STRIPING TO BE INSTALLED IN ACCORDANCE WITH OUTDOOR (LATEST EDITION) STANDARDS AND SPECIFICATIONS.
11. ALL CONSTRUCTION DEBRIS TO BE DISPOSED OF AT A LANDFILL. NO EXCEPTIONS.
12. NO ON SITE BURNING IS ALLOWED AT ANY TIME.
13. ALL ORGANIC OR OTHER UNSUITABLE MATERIALS MUST BE REMOVED OFF THE SITE AND PROPERLY DISPOSED.
14. PAYMENT OF THE 1% INSPECTION FEE IS DUE PRIOR TO RECEIVING GROUND, FEE IS 1% OF THE TOTAL SITEWORK CONSTRUCTION COST, NOT INCLUDING FEES COVERED BY A BUILDING PERMIT.
15. PROVIDE A WEEKLY INSPECTION OF ALL SANITARY SEWER MAINS, SANITARY SEWER MANHOLES, AND ALL KNOWN STORMWATER FACILITIES. THE CITY MUST BE COPIED ON ALL INSPECTIONS.

GEOTECHNICAL DATA:

CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE GEOTECHNICAL REPORT BY GHD SERVICES INC., REPORT REFERENCE 11109866, DATED JULY 30, 2015.

CONTRACTOR SHALL FOLLOW THE "CONCLUSIONS AND RECOMMENDATIONS" (CH. 8) AND "FOUNDATION DESIGN" (CH. 9) OF THE REPORT.

SITE GRADING NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. ALL CUT OR FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
4. PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
5. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
6. STORM PIPE SHALL BE PER MASTER SITE SPECIFICATIONS SECTION 02630.
7. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
8. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
10. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
11. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
12. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
13. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
14. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
15. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.
16. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYOR CONSULTANT. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
17. ALL EXISTING MANHOLE RIMS TO BE FLUSH WITH FINISHED GRADE. CONTRACTOR TO INSTALL MANHOLE RISERS OR ADJUST EXISTING FRAMES AS NECESSARY.
18. EXISTING GRATE ELEVATIONS TO REMAIN. WHERE PAVEMENT OVERLAY IS TO BE PLACED, FEATHER OVERLAY TO MATCH EXISTING GRATE ELEVATION TO FORM A SMOOTH TRANSITION.
19. SPOT ELEVATIONS ADJACENT TO CURBS REPRESENT EDGE OF PAVEMENT ELEVATIONS, TOP OF CURB SHOULD BE CONSIDERED 6" HIGHER.
20. CONTRACTOR TO MATCH EXISTING GRADE AT LIMITS OF DISTURBANCE, AS DEPICTED ON SWPPP SITE MAPS
21. STRIP THE SURFICIAL ORGANIC SANDS AND IMPORT A MINIMUM OF 2 FEET OF PRE-APPROVED ENGINEERED FILL WITHIN THE LIMITS OF PROPOSED BUILDING FOUNDATIONS AND PAVEMENT.
22. AFTER STRIPPING IS COMPLETE, THE EXPOSED SUBGRADE SHALL BE OBSERVED, TESTED AND PROOF-ROLLED WITH A MINIMUM OF 10 PASSES WITH A HEAVY VIBRATORY ROLLER IN PERPENDICULAR DIRECTIONS.
23. FILL SHALL BE COMPACTED IN LIFTS NO THICKER THAN 9 TO 12 INCHES IN LOOSE THICKNESS, WITH EACH LIFT COMPACTED TO AT LEAST 95 PERCENT OF THE SOILS MODIFIED PROCTOR DRY DENSITY, (ASTM D-1557), AT A DEPTH OF 1 FOOT BELOW THE COMPACTED SURFACE, AS DETERMINED BY IN-PLACE DENSITY TESTS.
24. FILL SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM MODIFIED PROCTOR DRY DENSITY
25. IMPORTED FILL OR BACKFILL SHOULD CONSIST OF FINE SAND WITH LESS THAN 15 PERCENT PASSING THE NO. 200 SIEVE, FREE OF RUBBLE, ORGANICS, CLAY, DEBRIS, AND OTHER UNSUITABLE MATERIAL.
26. MOISTURE CONTENT OF THE FILL SHALL BE WITHIN +/-2 PERCENT OF OPTIMUM MOISTURE CONTENT AS ESTABLISHED IN AS TM-D-1557.
27. ONE FIELD DENSITY TEST SHALL BE CONDUCTED PER 2,500 SQUARE FEET (OR FRACTION THEREOF) PER LIFT, IN THE BUILDING AREA, 1 TEST PER 5,000 SQUARE FEET IN PAVEMENT AREAS.
28. ALTHOUGH THE EXPOSED SUBGRADE IS ANTICIPATED TO BE RELATIVELY STABLE UPON INITIAL EXPOSURE, UNSTABLE SUBGRADE CONDITIONS COULD DEVELOP DURING GENERAL CONSTRUCTION OPERATIONS IF THE SOILS ARE WETTED AND/OR SUBJECTED TO REPETITIVE CONSTRUCTION TRAFFIC.
29. LANDSCAPED AREAS BETWEEN RESIDENTIAL BUILDINGS AND SIDEWALKS ALONG PUBLIC ROADS SHALL BE SLOPED SUCH THAT THE EXPOSED FOOTER OF THE BUILDING (I.E. MINIMUM GRADE TO BE AWAY FROM BUILDING FOR A DISTANCE OF 5 FEET AT A SLOPE OF NOT LESS THAN 5% AND NOT MORE THAN 10%. WITHIN A DISTANCE OF 10 FEET FROM THE BUILDING, THE GRADE SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN 10%. WITHIN A DISTANCE OF 50 FEET FROM THE BUILDING, THE GRADE SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN 5%. THE GRADE SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN 5% FOR THE REMAINDER OF THE BUILDING'S PERIMETER.)
30. PER TOWN CENTER CODE ALL RESIDENTIAL FINISHED FLOORS MUST BE 2 FEET ABOVE THE ADJACENT SIDEWALK GRADE OR AS ESTABLISHED IN THE DEVELOPER'S AGREEMENT.

LEGAL DESCRIPTION



JURISDICTION / UTILITIES

SITEWORK CONSTRUCTION
CITY OF WINTER SPRINGS, FLORIDA
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
407-327-1800

WATER MANAGEMENT:
S.J.W.M.D.
601 S. LAKE DESTINY RD, SUITE 200
MAITLAND, FLORIDA 32751
407-695-4800

WATER
CITY OF WINTER SPRINGS, FLORIDA
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
407-327-2669

WASTEWATER
CITY OF WINTER SPRINNS, FLORIDA
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
407-327-2669

ELECTRIC
DUKE ENERGY
2661 WEST STATE ROAD 426
OVIEDO, FLORIDA 32765
800-700-8744

TELEPHONE:
AT&T
ORLANDO, FLORIDA 32801
407-351-8190

GAS:
BRIGHTHOUSE
3767 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810
407-291-2500

CONSULTANTS

CIVIL ENGINEER:
LOCHRANE ENGINEERING, INC.
201 SOUTH BUMBY AVENUE
ORLANDO, FLORIDA 32803
FRANK A. PORTER, P.E.
407-896-3317

SURVEYOR:
LOCHRANE ENGINEERING, INC.
201 SOUTH BUMBY AVENUE
ORLANDO, FLORIDA 32803
CHRIS LABERG, P.E.
407-896-3317

ARCHITECT:
THE PRESTON PARTNERSHIP, LLC
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
DAVID YUNG, AIA, LEED AP BD+C
770-396-7248

LANDSCAPE:
THE PRESTON PARTNERSHIP, LLC
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
DAVID YUNG, AIA, LEED AP BD+C
770-396-7248

GEOTECH:
GHD SERVICES INC.
EAST FOWLER AVENUE
TAMPA, FLORIDA 33617
813-9?1-3??2

NO	DATE	REVISIONS
1	10/19/15	REVISIONS PER CITY COMMENTS DATED 10/02/15
2	10/30/15	REVISIONS PER CITY COMMENTS DATED 10/26/15

RECORD DRAWING

ENGINEER:
FLUE #

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

COVER SHEET

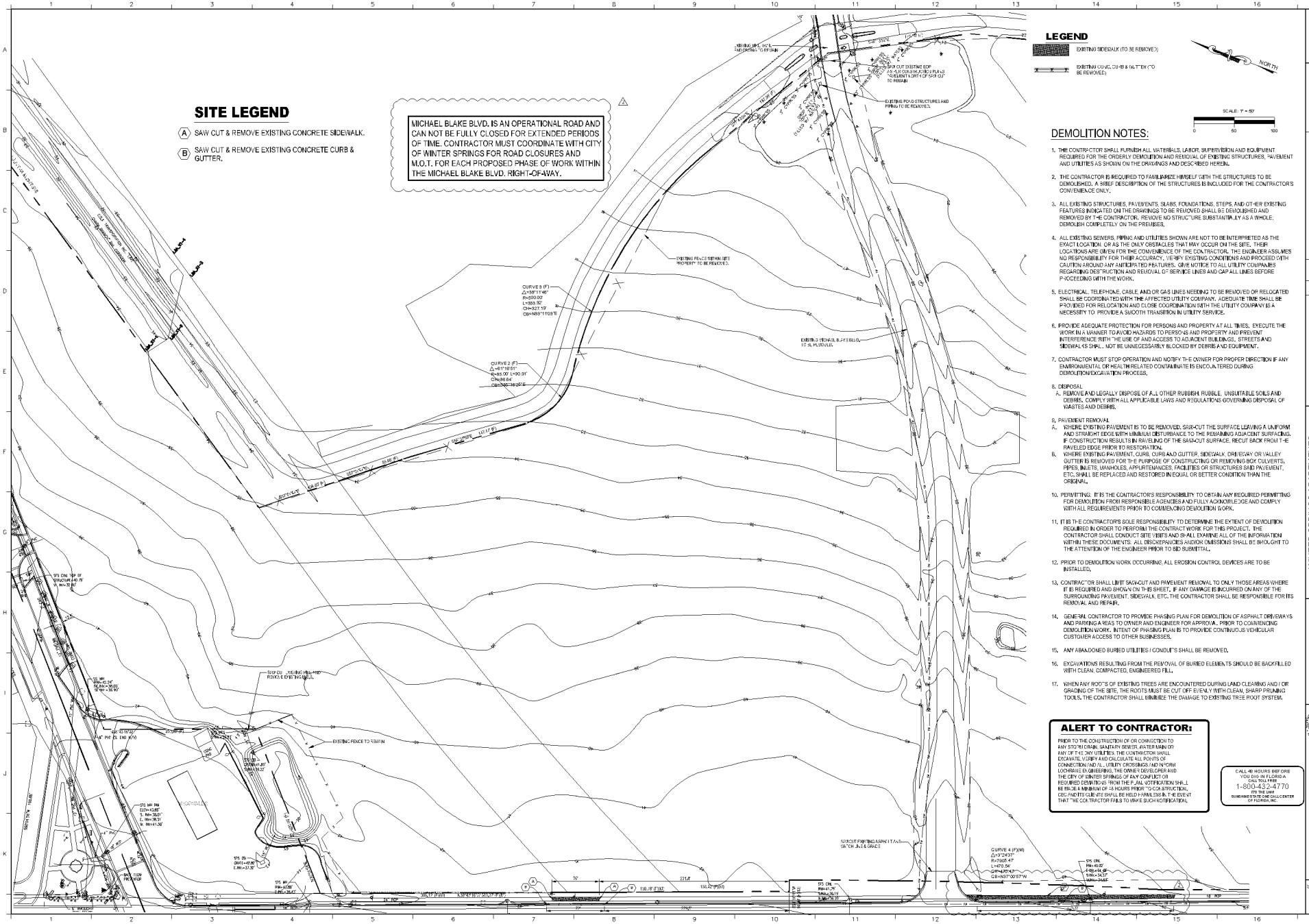
JOB # 13004 | P.M.: MARK | DESIGNER: RID | CHECKED: R.L.L.

Digitally signed by Franklin A Porter, P.E.
Reason: I'm the Author of this Document
Location: Central Florida
Date: 2015.11.19 23:17:35 -05'00'

Small Business Enterprise | 1979-2015 | 36 YEARS | LOCHRANE Consulting Engineers Surveyors | 201 S. BUMBY AVE. ORLANDO, FL 32803 | PH: 407.896.3317 | FAX: 407.896.3317 | WWW.LOCHRANE.COM | CERTIFICATE OF AUTHORIZATION # 27000436

SHEET
C1.0

D:\13004.20\CONST\FINAL SITE\13004 C1.0 COVER SHEET.dwg – Nov 19, 2015 – 9:36pm


SITE LEGEND
(A) SAW CUT & REMOVE EXISTING CONCRETE SIDEWALK.
(B) SAW CUT & REMOVE EXISTING CONCRETE CURB & GUTTER.
MICHAEL BLAKE BLVD. IS AN OPERATIONAL ROAD AND CAN NOT BE FULLY CLOSED FOR EXTENDED PERIODS OF TIME. CONTRACTOR MUST COORDINATE WITH CITY OF WINTER SPRINGS FOR ROAD CLOSURES AND M.O.T. FOR EACH PROPOSED PHASE OF WORK WITHIN THE MICHAEL BLAKE BLVD. RIGHT-OF-WAY.
LEGEND
EXISTING SIDEWALK (TO BE REMOVED)
EXISTING CONC. CURB & GUTTER (TO BE REMOVED)
NORTH
SCALE: 1" = 50'
0
50
100
DEMOLITION NOTES:
1. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWINGS AND DESCRIBED HEREIN.
2. THE CONTRACTOR IS REQUIRED TO FAMILIARIZE HIMSELF WITH THE STRUCTURES TO BE DEMOLISHED. A BRIEF DESCRIPTION OF THE STRUCTURES IS INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY.
3. ALL EXISTING STRUCTURES, PAVEMENTS, SLABS, FOUNDATIONS, STEPS, AND OTHER EXISTING FEATURES INDICATED ON THE DRAWINGS TO BE REMOVED SHALL BE DEMOLISHED AND REMOVED BY THE CONTRACTOR. REMOVE NO STRUCTURE SUBSTANTIALLY AS A WHOLE. DEMOLISH COMPLETELY ON THE PREMISES.
4. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. THEIR LOCATIONS ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
5. ELECTRICAL, TELEPHONE, CABLE, AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS A NECESSITY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.
6. PROVIDE ADEQUATE PROTECTION FOR PERSONS AND PROPERTY AT ALL TIMES. EXECUTE THE WORK IN A MANNER TO AVOID HAZARDS TO PERSONS AND PROPERTY AND PREVENT INTERFERENCE WITH THE USE OF AND ACCESS TO ADJACENT BUILDINGS, STREETS AND SIDEWALKS SHALL NOT BE UNNECESSARILY BLOCKED BY DEBRIS AND EQUIPMENT.
7. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATES ENCOUNTERED DURING DEMOLITION/EXCAVATION PROCESS.
8. DISPOSAL
A. REMOVE AND LEGALLY DISPOSE OF ALL OTHER RUBBISH, RUBBLE, UNSUITABLE SOILS AND DEBRIS. COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING DISPOSAL OF WASTES AND DEBRIS.
9. PAVEMENT REMOVAL
A. WHERE EXISTING PAVEMENT IS TO BE REMOVED, SAW-CUT THE SURFACE LEAVING A UNIFORM AND STRAIGHT EDGE WITH MINIMUM DISTURBANCE TO THE REMAINING ADJACENT SURFACING. IF CONSTRUCTION RESULTS IN RAVELING OF THE SAW-CUT SURFACE, RECUT BACK FROM THE RAVELED EDGE PRIOR TO RESTORATION.
B. WHERE EXISTING PAVEMENT, CURB, CURB AND GUTTER, SIDEWALK, DRIVEWAY OR VALLEY GUTTER IS REMOVED FOR THE PURPOSE OF CONSTRUCTING OR REMOVING BOX CULVERTS, PIPES, INLETS, MANHOLES, APPURTENANCES, FACILITIES OR STRUCTURES SAID PAVEMENT, ETC. SHALL BE REPLACED AND RESTORED IN EQUAL OR BETTER CONDITION THAN THE ORIGINAL.
10. PERMITTING: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITTING FOR DEMOLITION FROM RESPONSIBLE AGENCIES AND FULLY ACKNOWLEDGE AND COMPLY WITH ALL REQUIREMENTS PRIOR TO COMMENCING DEMOLITION WORK.
11. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE EXTENT OF DEMOLITION REQUIRED IN ORDER TO PERFORM THE CONTRACT WORK FOR THIS PROJECT. THE CONTRACTOR SHALL CONDUCT SITE VISITS AND SHALL EXAMINE ALL OF THE INFORMATION WITHIN THESE DOCUMENTS. ALL DISCREPANCIES AND/OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID SUBMITTAL.
12. PRIOR TO DEMOLITION WORK OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
13. CONTRACTOR SHALL LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AND SHOWN ON THIS SHEET. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, SIDEWALK, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
14. GENERAL CONTRACTOR TO PROVIDE PHASING PLAN FOR DEMOLITION OF ASPHALT DRIVEWAYS AND PARKING AREAS TO OWNER AND ENGINEER FOR APPROVAL PRIOR TO COMMENCING DEMOLITION WORK. INTENT OF PHASING PLAN IS TO PROVIDE CONTINUOUS VEHICULAR CUSTOMER ACCESS TO OTHER BUSINESSES.
15. ANY ABANDONED BURIED UTILITIES / CONDUITS SHALL BE REMOVED.
16. EXCAVATIONS RESULTING FROM THE REMOVAL OF BURIED ELEMENTS SHOULD BE BACKFILLED WITH CLEAN, COMPACTED, ENGINEERED FILL.
17. WHEN ANY ROOTS OF EXISTING TREES ARE ENCOUNTERED DURING LAND CLEARING AND / OR GRADING OF THE SITE, THE ROOTS MUST BE CUT OFF EVENLY WITH CLEAN, SHARP PRUNING TOOLS. THE CONTRACTOR SHALL MINIMIZE THE DAMAGE TO EXISTING TREE ROOT SYSTEM.
ALERT TO CONTRACTOR:
PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THESE UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND NOTIFY LOCHRANE ENGINEERING, THE OWNER/DEVELOPER AND THE CITY OF WINTER SPRINGS OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. DESIGNERS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
CALL 48 HOURS BEFORE YOU DIG IN FLORIDA CALL TOLL FREE 1-800-432-4770 IT'S THE LAW SUNSHINE STATE ONE CALL CENTER OF FLORIDA, INC.
EXISTING SIDEWALK TO REMAIN
EXISTING FENCE TO REMAIN
EXISTING FENCE WITHIN SITE PROPERTY TO BE REMOVED.
EXISTING POND STRUCTURES AND PIPING TO BE REMOVED.
SAW CUT EXISTING EOP AS PLAN DIMENSIONED PLACE SEDIMENT BARRIER AT EDGE OF SAW CUT TO REMAIN
SAW CUT EXISTING INLET AND PIPING TO REMAIN
SAW CUT EXISTING ASPHALT AS DIRECTED BY ENGINEER IN FIELD
SAW CUT EXISTING ASPHALT AS DIRECTED BY ENGINEER IN FIELD
SAW CUT EXISTING INLET AND REMOVE EXISTING PIPING
SAW CUT EXISTING ASPHALT AS DIRECTED BY ENGINEER IN FIELD
SAW CUT EXISTING ASPHALT AS DIRECTED BY ENGINEER IN FIELD
CURVE 3 (F)
Δ=56°11'46"
R=600.00'
L=393.52'
CH=327.19'
CB=N83°11'05"E
CURVE 2 (F)
Δ=63°16'01"
R=85.00' L=90.91'
CH=86.64'
CB=N36°36'26"E
CURVE 4 (F)(M)
Δ=37°24'37"
R=715.00'
L=467.06'
CH=N27°42'47"E
CB=N37°00'57"W
SAW CUT EXISTING ASPHALT AS DIRECTED BY ENGINEER IN FIELD

BEST MANAGEMENT PRACTICES SEQUENCE

1. SITE DESCRIPTION

A. CONSTRUCTION OF 10 MULTIFAMILY APARTMENT BUILDINGS, PUBLIC ROADS, AND SURFACE PARKING AREAS.

B. SEQUENCE OF SOIL DISTURBANCE:
(1) INSTALL PERIMETER SEDIMENT AND EROSION CONTROLS.
(2) PREPARE SITE.
(3) CLEAR AND GRUB PROPOSED AREA.
(4) INSTALL PROPOSED UNDERGROUND STORMWATER AND UTILITIES.
(5) INSTALL CONCRETE CURB, CONCRETE SIDEWALK, AND PAVEMENT.
(6) STABILIZE SITE.

C. TOTAL SITE AREA: 12.4± ACRES
DISTURBED SITE AREA: 12.4± ACRES

D. SOILS: THE SOILS (REFERENCE) CHARTS, STRUCTURE AND VALUE

E. DRAINAGE AREA FOR EXISTING DISCHARGE POINT: 19.2±ACRES
DRAINAGE AREA FOR PROPOSED DISCHARGE POINT: 19.2±ACRES

F. LATITUDE AND LONGITUDE OF EXISTING DISCHARGE POINT:
DISCHARGE POINT AT: 28° 40' 45.8" N
DISCHARGE POINT LONG 81° 19' 32.1" W
DISCHARGES TO EXISTING WETLANDS
LATITUDE AND LONGITUDE OF PROPOSED DISCHARGE POINT:
DISCHARGE POINT AT: 28° 40' 45.8" N
DISCHARGE POINT LONG 81° 19' 32.1" W
DISCHARGES TO EXISTING WETLANDS

2. CONTROLS

A. EROSION AND SEDIMENT CONTROLS:

(1) STABILIZATION PRACTICES:
1. TEMPORARY SEEDING SHALL BE TYPE GRASS APPLIED AT MANUFACTURERS RECOMMENDATIONS TO ANY DISTURBED AREAS THAT ARE INACTIVE FOR SEVEN DAYS.
2. MULCHING PRACTICES AND SOD SHALL BE APPLIED TO PARKING LOTS/CLIMBS.

(2) STRUCTURAL PRACTICES:
1. PRIOR TO CLEARING, A SILT FENCE SHALL BE INSTALLED AROUND THE PERIMETER OF THE SITE, AS SHOWN HEREIN.
2. DURING THE CLEARING, GRUBBING, AND SITE GRADING STAGES, AREAS TO BE LEFT UNDISTURBED MORE THAN 7 DAYS SHALL BE STABILIZED WITH RYE GRASS APPLIED PER THE MANUFACTURERS SPECIFICATIONS. AFTER SEEDING, EACH AREA SHALL BE MULCHED WITH 4,000 POUNDS OF STRAW PER ACRE.
3. AFTER ALL INITIAL SITE GROUND WORK, ALL PROPOSED INLETS/CATCHBASINS SHALL BE INSTALLED, SHALL BE PROTECTED FROM EROSION AND SEDIMENT RUNOFF BY THE USE OF THE INLET PROTECTION DESIGNATED ON THE ATTACHMENT. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE STABILIZED WITH SEED OR SOD AS INDICATED ON THE ATTACHMENT NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. SEEDING SHALL BE THE SAME AS IN TEMPORARY SEEDING.
4. ALL INSTALLATION SHALL BE COMMENCED AS DEPICTED ON THE SITE MAP AND EROSION CONTROL DETAIL SHEET.
5. IF SEDIMENT AND EROSION CONTROL MEASURES DEVIATE FROM THE PLANS THE CITY OF WINTER SPRINGS SHALL BE NOTIFIED.

B. PERMANENT STORMWATER MANAGEMENT CONTROLS:

1. CATCH BASINS AND STORM SEWER SYSTEM ON-SITE TO PROVIDE POSITIVE DRAINAGE OF THE ENTIRE SITE TO THE DISCHARGE POINT.

C. CONTROLS FOR OTHER POLLUTANTS:

1. WASTE DISPOSAL: ALL WASTE WILL BE DISPOSED OF IN AN APPROPRIATE LEGAL MANNER, AND COMPLY WITH CITY OF WINTER SPRINGS ORDINANCES FOR RESIDENTIAL AND COMMERCIAL SITE DEVELOPMENT.
2. VEHICLE TRACKING: OFF SITE VEHICLE TRACKING OF SEDIMENTS AND DUST GENERATION WILL BE MINIMIZED VIA BEST PUBLISHED PRACTICES, DAILY SWEEPING AND THE USE OF WATER TO KEEP DUST DOWN.
3. FERTILIZERS, HERBICIDES, AND PESTICIDES: FERTILIZERS AND PESTICIDES WILL BE USED AT A MINIMUM AND IN ACCORDANCE WITH THE MANUFACTURERS' INSTRUCTED APPLICATION APPLICATION RATES. THE FERTILIZERS AND PESTICIDES SHALL BE STORED IN A COVERED SHED.
4. TOXIC SUBSTANCES: ALL PAINTS AND OTHER CHEMICALS WILL BE STORED IN A LOCKED COVERED SHED.
5. OTHER PORT-O-LETS WILL BE PLACED AWAY FROM THE STORM SEWER SYSTEMS AND STORM INLETS. NO VEHICLE MAINTENANCE SHALL BE CONDUCTED ON-SITE. A WASH/PAINT AREA SHALL BE DESIGNATED AT ALL TIMES AND WILL NOT BE LOCATED IN ANY AREA THAT WILL ALLOW FOR THE DISCHARGE OF POLLUTED RUNOFF. A SMALL VEGETATED BERM SHALL BE PLACED AROUND THE WASH/PAINT AREA.

3. MAINTENANCE:
1. SILT FENCE SHALL BE INSPECTED AT LEAST WEEKLY. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH A DEPTH OF 6 INCHES MEASURED FROM THE BOTTOM OF THE BARRIER.
2. INLETS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAIN EVENT AND ANY REPAIRS SHALL BE PERFORMED IMMEDIATELY.
3. BARE AREAS OF THE SITE THAT WERE PREVIOUSLY SEEDED SHALL BE RESEEDED PER MANUFACTURES' INSTRUCTIONS.
4. MULCH AND SOD THAT HAS BEEN WASHED OUT SHALL BE REPLACED IMMEDIATELY.

ALL MEASURES ON THE SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. CONTROLS ARE TO BE REPLACED OR REPAIRED IF IN A SUBSTANDARD CONDITION. ALL MAINTENANCE PERFORMED SHALL REFLECT ON CHANGES TO THIS PLAN.

4. INSPECTIONS:
A QUALIFIED INSPECTOR SHALL INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS OF THE STATE AND WITHIN CITY OF WINTER SPRINGS & FOOT); DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED; AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; STRUCTURAL CONTROLS; AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION SHALL BE MADE AND RETAINED AT THE CONSTRUCTION TRAILER AS PART OF THE STORMWATER POLLUTION PREVENTION

5. NON-STORMWATER DISCHARGES:
IT IS ANTICIPATED THAT THE FOLLOWING NON-STORMWATER DISCHARGES MAY OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:
1. WATER FROM LINE FLUSHINGS
2. PAVEMENT WASH WATER (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAS OCCURRED)
3. SITE WATERING, TO ALLEVIATE FUGITIVE DUST
4. ROUTINE EXTERNAL BUILDING WASHDOWN WHICH DOES NOT USE DETERGENTS
5. IRRIGATION DRAINAGE

IF SUCH DISCHARGES DO OCCUR, THEY WILL BE DIRECTED TO THE TEMPORARY EROSION CONTROL MEASURES PRIOR TO DISCHARGE

6. CONTRACTOR/SUBCONTRACTOR CERTIFICATION:
ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED ABOVE MUST SIGN THE FOLLOWING CERTIFICATION: "I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THE SITE STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

LEGEND

- EROSION DETAILS
- CE — TEMPORARY STONE CONSTRUCTION EXIT (SEE DETAIL 1, SHEET C5.0)
- SF — TEMPORARY SILT FENCE WITH WIRE SUPPORT (SEE DETAILS, SHEET C5.0)
- IP1 — CURB INLET PROTECTION (SEE DETAIL 3, SHEET C5.0)
- IP2 — INLET PROTECTION (SEE DETAIL 4, SHEET C5.0)
- PROPERTY LINE
- PROPOSED LIMITS OF DISTURBANCE

LIMITS OF DISTURBANCE

DOUBLE SILT FENCE (5' SEPARATION)

FOR CONTINUATION OF EROSION CONTROL MEASURES SEE SWALE AND STORMWATER POND SHEETS

TUSKAWILLA ROAD

LIMITS OF DISTURBANCE

SILT FENCE

POND OUT FLOW

LIMITS OF DISTURBANCE

SILT FENCE

SILT FENCE

LIMITS OF DISTURBANCE

SCALE: 1" = 50'

NORTH

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

RECORD DRAWING

NO	DATE	REVISIONS
1	07/2015	REVISIONS PER CITY COMMENTS DATED 06/24/15

ENGINEER
FLUE #

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

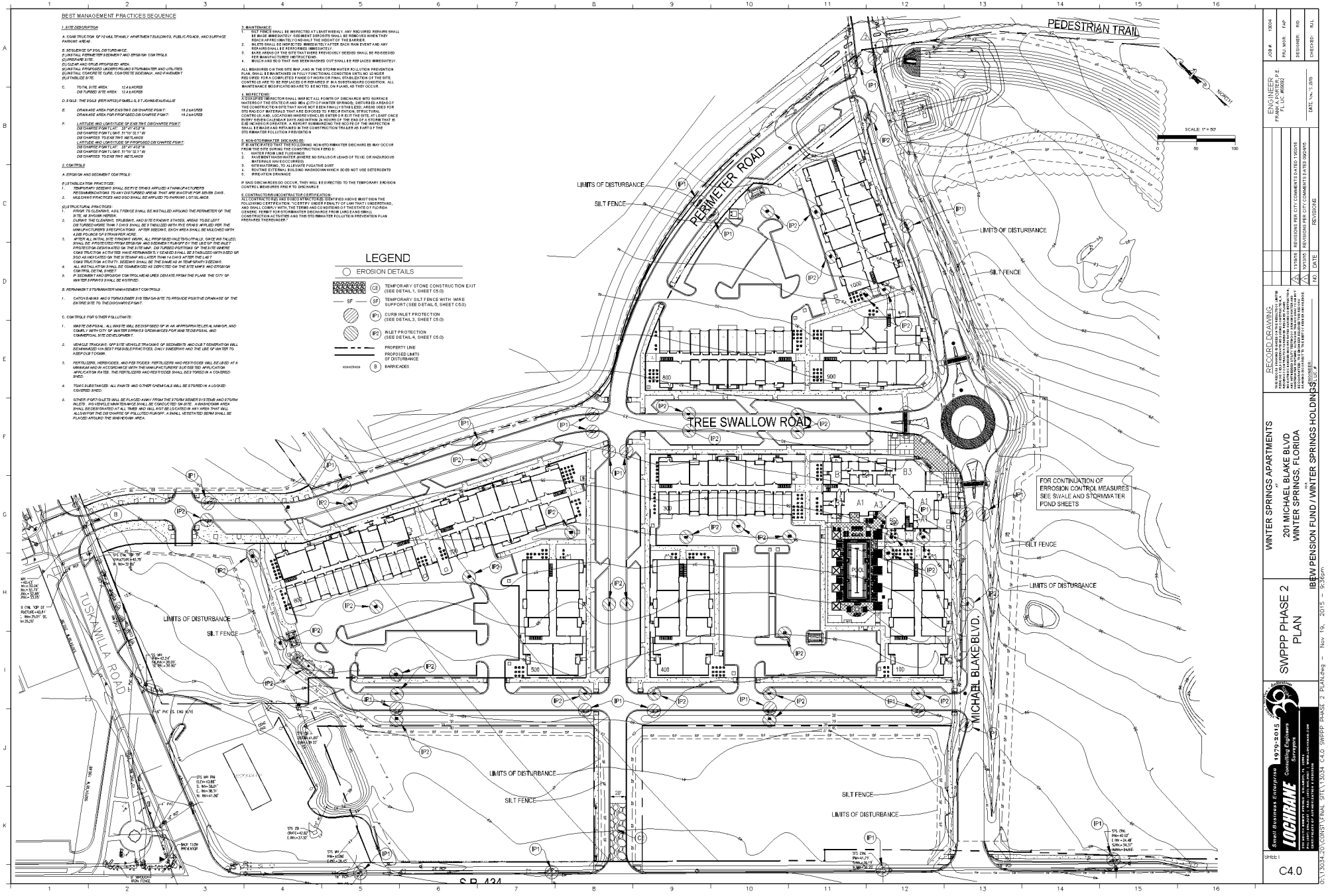
SWPPP PHASE 1
PLAN

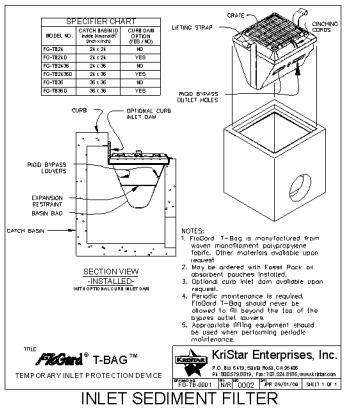
JOB # 13034
FILE NAME: FAP
DESIGNED: RID
DRAWN: RID
CHECKED: RJL
DATE: OCT. 13, 2015

Small Business Enterprise
1979-2015 Celebrating 36 Years
LOCHRANE Consulting Engineers Surveyors
1995 N. Forest Beach Drive, Hernando, FL 34442 | Ph: (352) 527-3232 | Fax: (352) 527-3231 | www.lochrane.com
CERTIFICATE OF AUTHORIZATION # 27000436

SHEET
C3.0

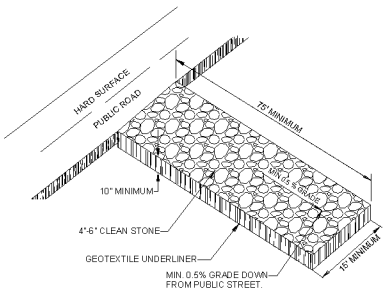
D:\13034.20\CONST\FINAL SITE\13034 C3.0 SWPPP PHASE 1 PLAN.dwg - Oct 13, 2015 - 12:58pm


BEST MANAGEMENT PRACTICES SEQUENCE
1. SITE DESCRIPTION
A. CONSTRUCTION OF 10 MULTIFAMILY APARTMENT BUILDINGS, PUBLIC ROADS, AND SURFACE PARKING AREAS.
B. SEQUENCE OF SOIL DISTURBANCE.
(1) INSTALL PERIMETER SEDIMENT AND EROSION CONTROLS.
(2) PREPARE SITE.
(3) CLEAR AND GRUB PROPOSED AREA.
(4) INSTALL PROPOSED UNDERGROUND STORMWATER AND UTILITIES.
(5) INSTALL CONCRETE CURB, CONCRETE SIDEWALK, AND PAVEMENT
(6) STABILIZE SITE.
C. TOTAL SITE AREA: 12.4 ACRES
DISTURBED SITE AREA: 12.4 ACRES
D. SOILS. THE SOILS (PER NRCS) ARE EUSTIS FINE SAND, 0 TO 5 PERCENT SLOPES.
E. DRAINAGE AREA FOR EXISTING DISCHARGE POINT: 19.2 ACRES
DRAINAGE AREA FOR PROPOSED DISCHARGE POINT: 19.2 ACRES
F. LATITUDE AND LONGITUDE OF EXISTING DISCHARGE POINT:
DISCHARGE POINT LAT: 28° 41' 45.8" N
DISCHARGE POINT LONG: 81° 19' 32.1" W
DISCHARGES TO ENTIRE WETLANDS
LATITUDE AND LONGITUDE OF PROPOSED DISCHARGE POINT:
DISCHARGE POINT LAT: 28° 41' 45.8" N
DISCHARGE POINT LONG: 81° 19' 32.1" W
DISCHARGES TO ENTIRE WETLANDS
2. CONTROLS
A. EROSION AND SEDIMENT CONTROLS:
(1) STABILIZATION PRACTICES:
1. TEMPORARY SEEDING SHALL BE FIX GRASS APPLIED AT MANUFACTURER'S RECOMMENDATIONS TO ANY DISTURBED AREAS THAT ARE INACTIVE FOR SEVEN DAYS.
2. MULCHING PRACTICES AND SOD SHALL BE APPLIED TO PARKING LOTS AS NEEDED.
(2) STRUCTURAL PRACTICES:
1. PRIOR TO CLEARING, A SILT FENCE SHALL BE INSTALLED AROUND THE PERIMETER OF THE SITE, AS SHOWN HEREIN.
2. DURING THE CLEARING, GRUBBING, AND BITE GRADING STAGES, AREAS TO BE LEFT DISTURBED MORE THAN 7 DAYS SHALL BE STABILIZED WITH RYE GRASS APPLIED PER THE MANUFACTURER'S PRESCRIPTIONS. AFTER SEEDING, EACH AREA SHALL BE MULCHED WITH 4,000 POUNDS OF STRAW PER ACRE.
3. AFTER ALL INITIAL SITE GROUND WORK, ALL PROPOSED INLETS/CATCH BASINS SHALL BE INSTALLED, SHALL BE PROTECTED FROM EROSION, AND SEDIMENT RUNOFF DUE TO THE USE OF THE INLET PROTECTION DESIGNATED ON THE SITE PLAN. ON TURFED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE STABILIZED WITH SEED OR SOD AS INDICATED ON THE SITE PLAN NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. SEEDING SHALL BE THE SAME AS IN TEMPORARY SEEDING.
4. ALL INSTALLATION SHALL BE COMMENCED AS DEPICTED ON THE SITE MAP AND EROSION CONTROL DETAIL SHEET.
5. IF SEDIMENT AND EROSION CONTROL MEASURES DEVIATE FROM THE PLANS THE CITY OF WINTER SPRINGS SHALL BE NOTIFIED.
B. PERMANENT STORMWATER MANAGEMENT CONTROLS.
1. CATCH BASINS AND STORM SEWER SYSTEM ON-SITE TO PROVIDE POSITIVE DRAINAGE OF THE ENTIRE SITE TO THE DESIGNATED POINT.
C. CONTROLS FOR OTHER POLLUTANTS:
1. WASTE DISPOSAL. ALL WASTE WILL BE DISPOSED OF IN AN APPROPRIATE LEGAL MANNER, AND COMPLY WITH CITY OF WINTER SPRINGS ORDINANCES FOR WASTE DISPOSAL AND COMMERCIAL SITE DEVELOPMENT.
2. VEHICLE TRACKING. OFF SITE VEHICLE TRACKING OF SEDIMENTS AND DUST GENERATION WILL BE MINIMIZED VIA BEST PUBLISHED PRACTICES, DAILY SWEEPING AND THE USE OF WATER TO KEEP DUST DOWN.
3. FERTILIZERS, HERBICIDES, AND PESTICIDES. FERTILIZERS AND PESTICIDES WILL BE USED AT A MINIMUM AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTED APPLICATION APPLICATION RATES. THE FERTILIZERS AND PESTICIDES SHALL BE STORED IN A COVERED SHED.
4. TOXIC SUBSTANCES. ALL PAINTS AND OTHER CHEMICALS WILL BE STORED IN A LOCKED COVERED SHED.
5. OTHER PORT-O-LETS WILL BE PLACED AWAY FROM THE STORM SEWER SYSTEMS AND STORM INLETS. NO VEHICLE MAINTENANCE SHALL BE CONDUCTED ON-SITE. A WASH/DOWN AREA SHALL BE DESIGNATED AT ALL TIMES AND WILL NOT BE LOCATED IN ANY AREA THAT WILL ALLOW/POSE THE DISCHARGE OF POLLUTED RUNOFF. A SMALL VEGETATED BERM SHALL BE PLACED AROUND THE WASH/DOWN AREA.
3. MAINTENANCE
1. SILT FENCE SHALL BE INSPECTED AT LEAST WEEKLY. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH 1/2 THE HEIGHT OF THE BARRIER.
2. INLETS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAIN EVENT AND ANY REPAIRS SHALL BE PERFORMED IMMEDIATELY.
3. BARE AREAS OF THE SITE THAT WERE PREVIOUSLY SEEDED SHALL BE RESEEDED PER MANUFACTURES' INSTRUCTIONS.
4. MULCH AND SOD THAT HAS BEEN WASHED OUT SHALL BE REPLACED IMMEDIATELY.
ALL MEASURES ON THE SITE MAP, AND IN THE STORMWATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. CONTROLS ARE TO BE REPLACED OR REPAIRED IF IN A SUBSTANDARD CONDITION. ALL MAINTENANCE MODIFICATIONS ARE TO BE NOTED ON PLANS, AS THEY OCCUR.
4. INSPECTIONS
A QUALIFIED INSPECTOR SHALL INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS OF THE STATE OR INTO A CITY OF WINTER SPRINGS DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED; AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; STRUCTURAL CONTROLS; AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION SHALL BE MADE AND RETAINED AT THE CONSTRUCTION TRAILER AS PART OF THE STORMWATER POLLUTION PREVENTION
5. NON-STORMWATER DISCHARGES:
IT IS ANTICIPATED THAT THE FOLLOWING NON-STORMWATER DISCHARGES MAY OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:
1. WATER FROM LINE FLUSHINGS
2. PAVEMENT WASH WATER (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAS OCCURRED)
3. SITE WATERING, TO ALLEVIATE FUGITIVE DUST
4. ROUTINE EXTERNAL BUILDING WASHDOWN WHICH DOES NOT USE DETERGENTS
5. IRRIGATION DRAINAGE
IF SAID DISCHARGES DO OCCUR, THEY WILL BE DIRECTED TO THE TEMPORARY EROSION CONTROL MEASURES PRIOR TO DISCHARGE
6. CONTRACTORS/SUBCONTRACTOR CERTIFICATION:
ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED ABOVE MUST SIGN THE FOLLOWING CERTIFICATION: "I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THE SITE STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."
LEGEND
EROSION DETAILS
CE TEMPORARY STONE CONSTRUCTION EXIT (SEE DETAIL 1, SHEET C5.0)
SF TEMPORARY SILT FENCE WITH WIRE SUPPORT (SEE DETAIL 5, SHEET C5.0)
IP1 CURB INLET PROTECTION (SEE DETAIL 3, SHEET C5.0)
IP2 INLET PROTECTION (SEE DETAIL 4, SHEET C5.0)
PROPERTY LINE
PROPOSED LIMITS OF DISTURBANCE
B BARRICADES
PEDESTRIAN TRAIL
PERIMETER ROAD
TREE SWALLOW ROAD
TUSKAWILLA ROAD
MICHAEL BLAKE BLVD.
S.R. 434
LIMITS OF DISTURBANCE
SILT FENCE
FOR CONTINUATION OF ERROSION CONTROL MEASURES SEE SWALE AND STORMWATER POND SHEETS
POOL
NORTH
SCALE: 1" = 50'
0
50
100
ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662
JOB # 13034
P.M.: MARK FAP
DESIGNER: RID
CHECKED: RJL
DATE: JAN. 7, 2015
NO DATE REVISIONS
1 12/19/2015 REVISIONS PER CITY COMMENTS DATED 12/03/15
2 02/12/2015 REVISIONS PER CITY COMMENTS DATED 02/04/15
RECORD DRAWING
THESE PLANS WERE PREPARED BY THE CONTRACTOR AND/OR HIS SUBCONTRACTORS AND/OR HIS SUPPLIERS AND/OR HIS SUBCONSULTANTS AND ARE BASED ON THE ENGINEER'S DESIGN PLANS AND SPECIFICATIONS. THE CONTRACTOR AND/OR HIS SUBCONTRACTORS AND/OR HIS SUPPLIERS AND/OR HIS SUBCONSULTANTS HAS/HAVE MADE CHANGES TO THE ENGINEER'S DESIGN PLANS AND SPECIFICATIONS AS REFLECTED ON THESE RECORD DRAWINGS. THE CONTRACTOR AND/OR HIS SUBCONTRACTORS AND/OR HIS SUPPLIERS AND/OR HIS SUBCONSULTANTS HAS/HAVE ASSUMED ALL RESPONSIBILITY FOR ANY AND ALL CHANGES MADE TO THE ENGINEER'S DESIGN PLANS AND SPECIFICATIONS.
ENGINEER
DATE
SURVEYOR
DATE
FIELD #
WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS
SWPPP PHASE 2 PLAN
Small Business Enterprise
1979-2015
LOCHRANE Consulting Engineers Surveyors
SHEET
C4.0
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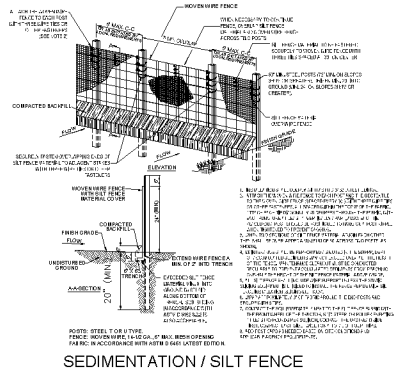
INLET SEDIMENT FILTER

N.T.S.



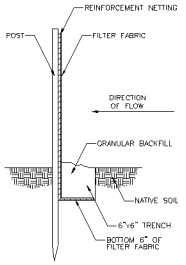
CONSTRUCTION ENTRANCE

N.T.S.



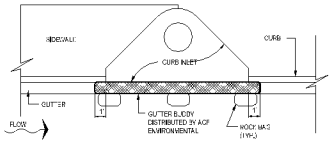
SEDIMENTATION / SILT FENCE WITH WIRE SUPPORT

N.T.S.



SILT BARRIER DETAIL

N.T.S.



GUTTER BUDDY
CURB INLET PROTECTION

N.T.S.

RECORD DRAWING

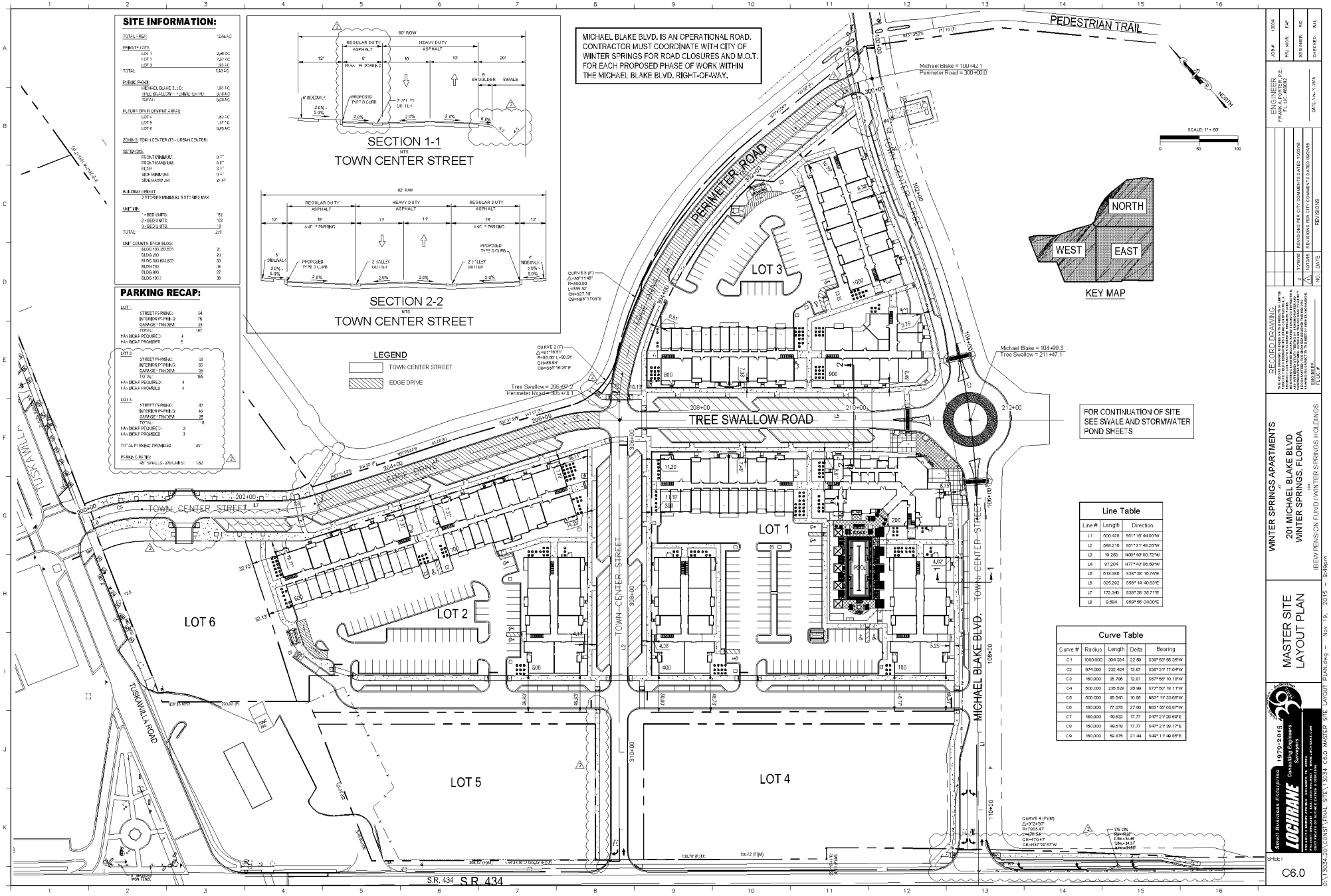
ENGINEER

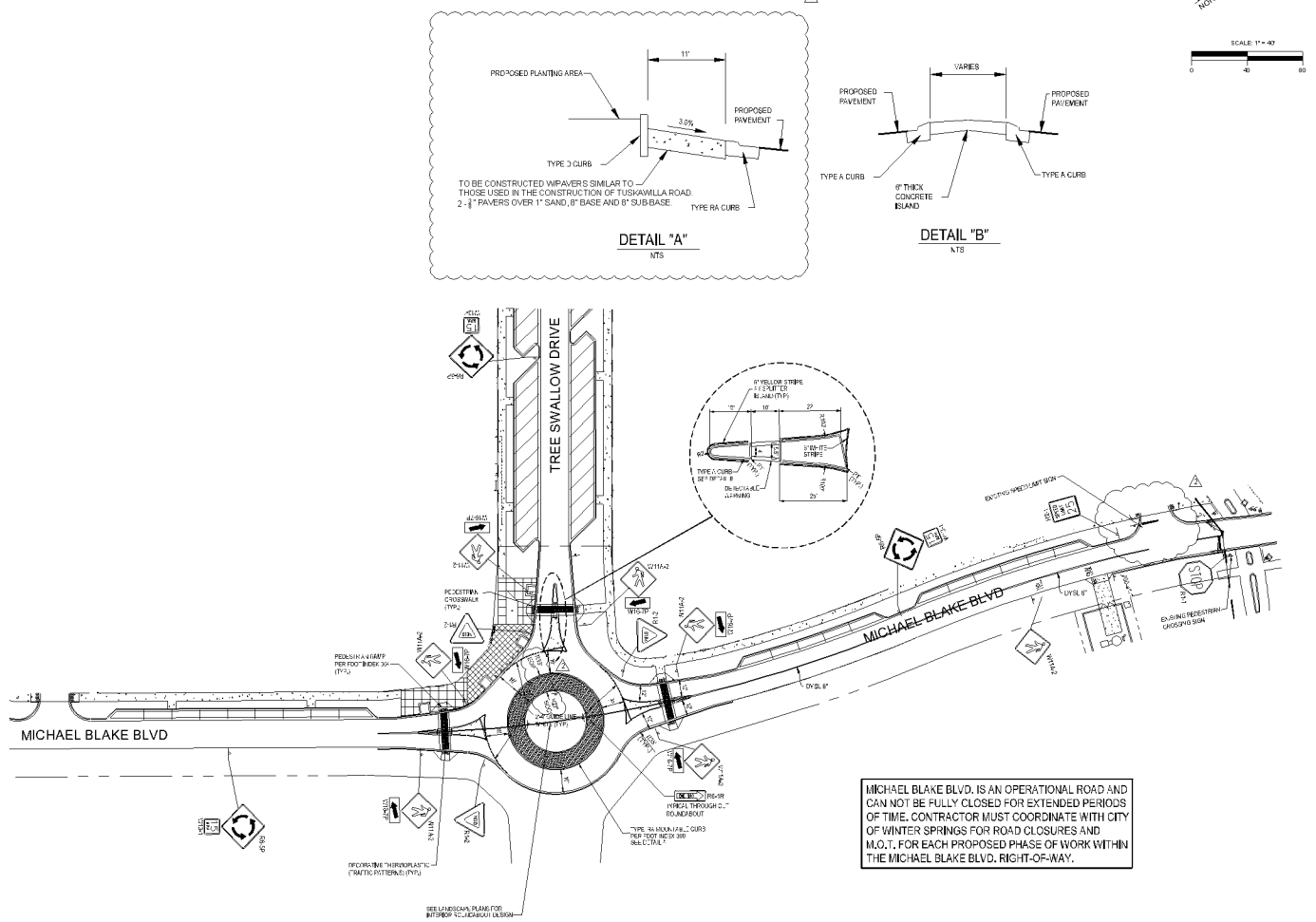
WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA

IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

SWPPP DETAILS & NOTES

SHEET C5.0


SITE INFORMATION:
PARKING RECAP:
SECTION 1-1
TOWN CENTER STREET
SECTION 2-2
TOWN CENTER STREET
LEGEND
TOWN CENTER STREET
EDGE DRIVE
MICHAEL BLAKE BLVD. IS AN OPERATIONAL ROAD. CONTRACTOR MUST COORDINATE WITH CITY OF WINTER SPRINGS FOR ROAD CLOSURES AND M.O.T. FOR EACH PROPOSED PHASE OF WORK WITHIN THE MICHAEL BLAKE BLVD. RIGHT-OF-WAY.
PEDESTRIAN TRAIL
PERIMETER ROAD
TOWN CENTER STREET
TREE SWALLOW ROAD
TOWN CENTER STREET
MICHAEL BLAKE BLVD.
TUSKAWILLA ROAD
S.R. 434
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
POOL
NORTH
WEST
EAST
KEY MAP
FOR CONTINUATION OF SITE SEE SWALE AND STORMWATER POND SHEETS
Line Table
Curve Table
RECORD DRAWING
WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS
MASTER SITE LAYOUT PLAN
ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662
SHEET
C6.0



ENGINEER
FRANK A. PORTER
P.E. No. 49560

JOB # 13034
P&J MAP: FAP
DESIGNER: RID
CHECKED: RJL
DATE: Nov 13, 2015

NO.	DATE	REVISIONS
2	11/19/15	REVISIONS PER CITY COMMENTS DATED 11/03/15
1	10/13/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

RECORD DRAWING
THE INFORMATION SHOWN ON THIS PLAN WAS COMPILED FROM RECORD INFORMATION FURNISHED BY THE CONTRACTOR AND OTHERS. LOCHRANE ENGINEERING, INC. DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS SHOWN ON THIS PLAN AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
ENGINEER: _____ DATE: _____
LIC. #

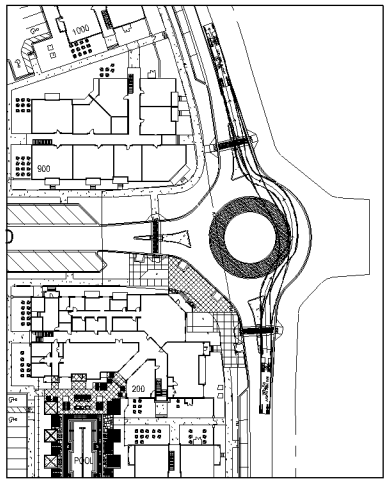
WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

ROUNDABOUT SIGNAGE & DETAILS

SHEET
C6.1

Small Business Enterprise
1979-2015 Celebrating 36 Years
LOCHRANE Consulting Engineers, Surveyors
Orlando, Florida 32801 (407) 843-6552 www.lochrane.com
CERTIFICATE OF AUTHORIZATION # 00000696

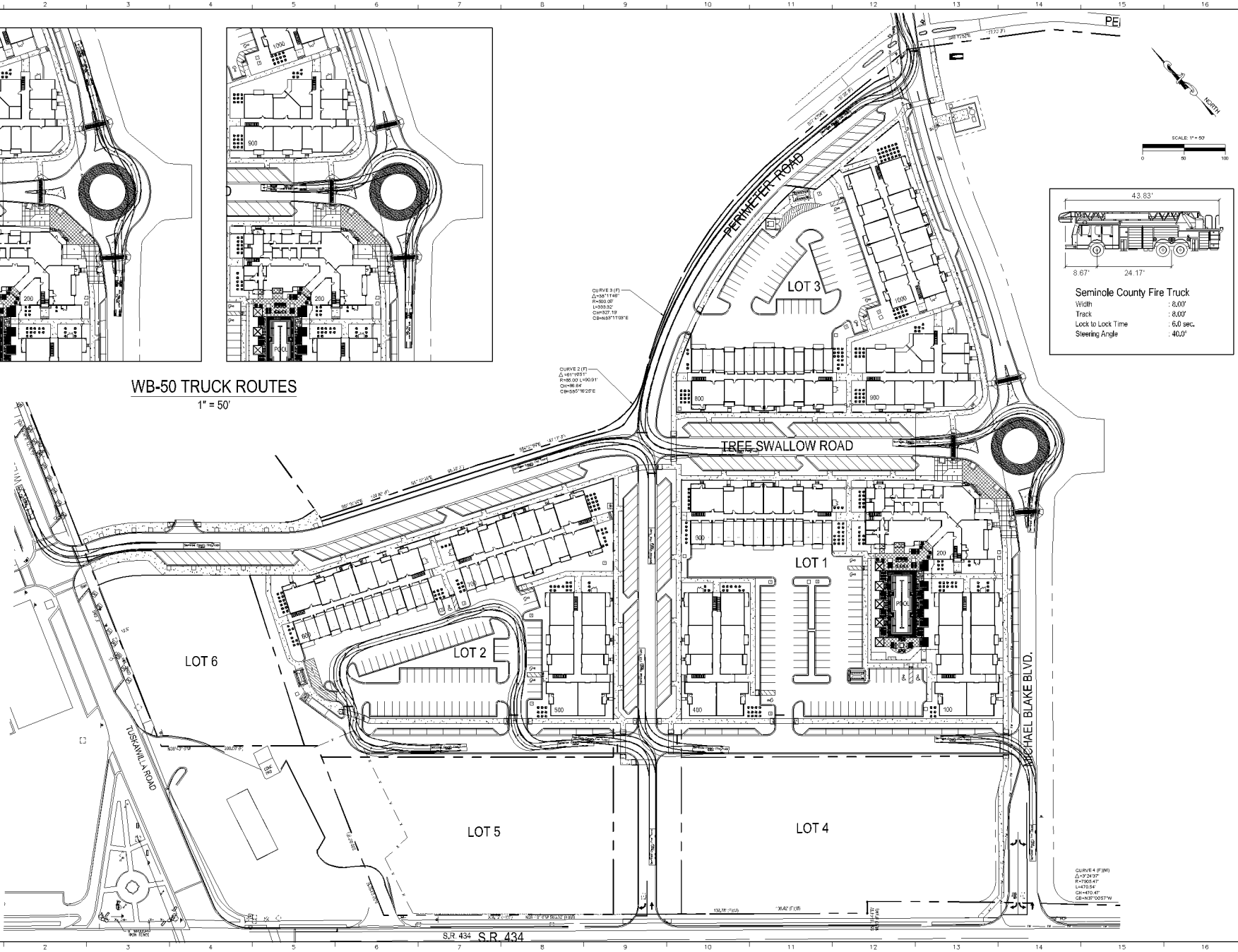
O:\13034-20\CONST\FINAL SITE\13034 C6.1 ROUNDABOUT SIGNAGE & DETAILS.dwg - Nov 19, 2015 - 9:52pm



WB-50 TRUCK ROUTES
1" = 50'

Seminole County Fire Truck

Width	: 8.00'
Track	: 8.00'
Lock to Lock Time	: 6.0 sec.
Steering Angle	: 40.0°



ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

RECORD DRAWING

NO	DATE	REVISIONS

ENGINEER
FLUE #

WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

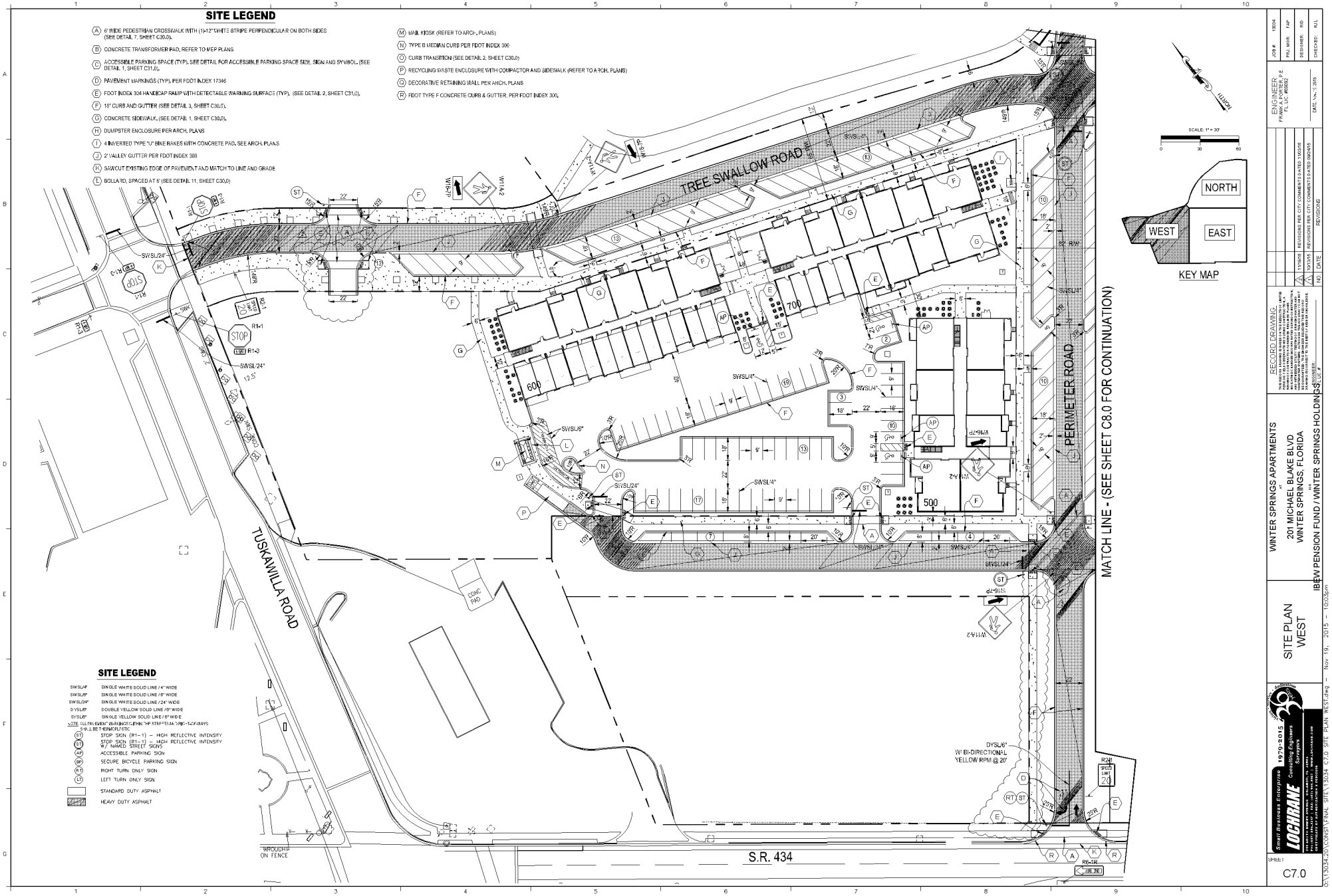
TRUCK ACCESS PLAN

JOB # 13034
FIELD MARK FAP
DESIGNER RID
CHECKED RJL
DATE Oct. 13, 2015

Small Business Enterprise
1979-2015
LOCHRANE Consulting Engineers Surveyors
www.lochrane.com

SHEET
C6.2

D:\13034.20\CONST\FINAL SITE\13034 C6.2 TRUCK ACCESS PLAN.dwg - Oct 13, 2015 - 1:28pm



ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

NO	DATE	REVISIONS
1	12/19/15	REVISIONS PER CITY COMMENTS DATED 12/03/15
2	02/10/16	REVISIONS PER CITY COMMENTS DATED 02/04/16

RECORD DRAWING
PREPARED FOR THE CONSTRUCTION OF THE PROJECT SHOWN HEREON. THE INFORMATION SHOWN HEREON WAS COMPILED FROM RECORDS OF VARIOUS UTILITIES AND AUTHORITIES AND FROM FIELD SURVEY INFORMATION. IT DOES NOT REPRESENT A FIELD SURVEY PERFORMED BY THIS FIRM. WE DO NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. WE FURTHER DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH WE DO CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.
DESIGNER
DATE

WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

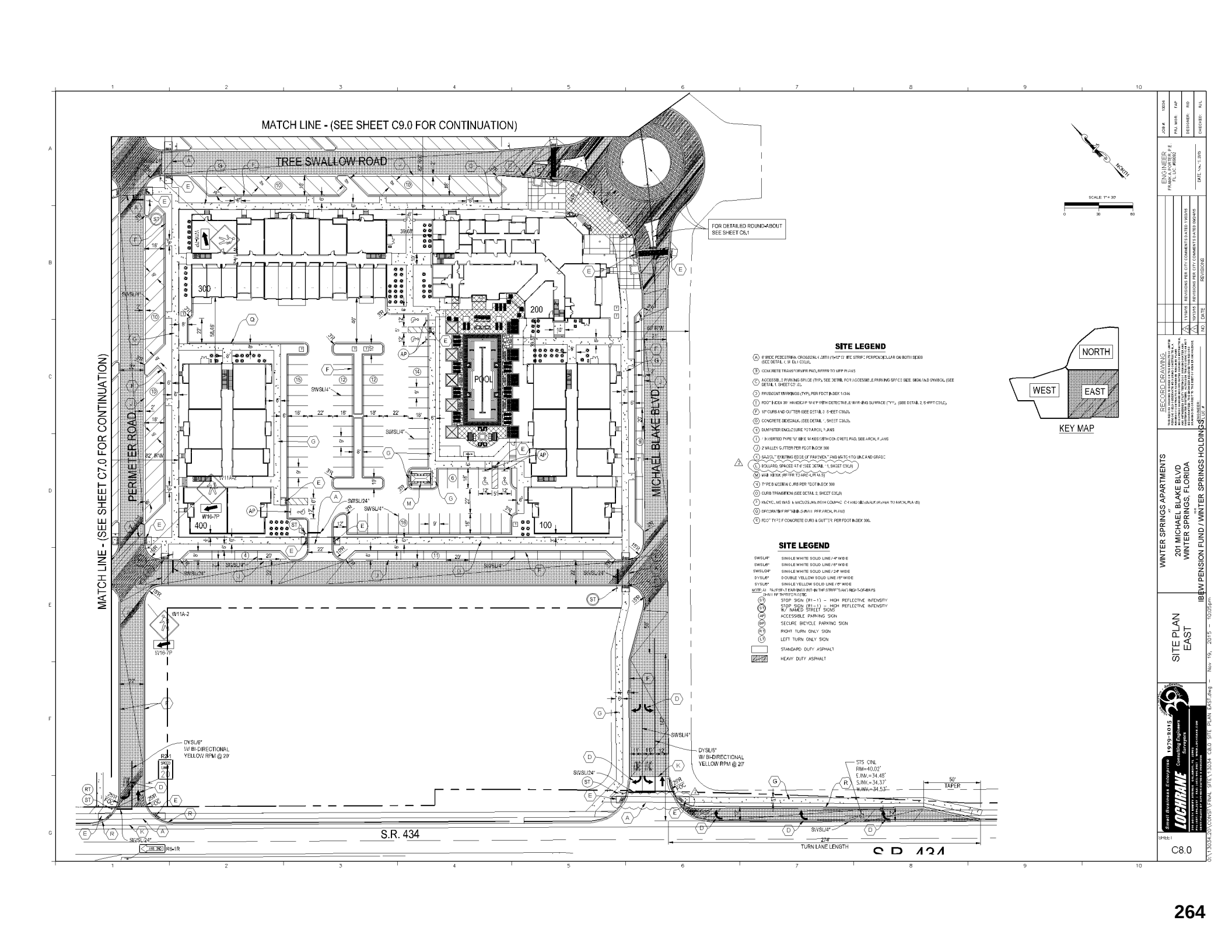
SITE PLAN
WEST

JOB # 13034
FIL NAME FAP
DESIGNER RID
CHECKED RJL
DATE Nov 19, 2015

Small Business Enterprise
1979-2015 Celebrating 36 Years
Consulting Engineers
Surveyors
LOCHRANE
ENGINEERING, P.A.
CA 00000696
1971 WEST LUCAS AVENUE, DELAND, FLORIDA 32720
PHONE: 386.736.7700 FAX: 386.736.7773
WWW.LOCHRANE.COM
CERTIFICATES OF AUTHORIZATION

SHEET
C7.0

D:\13034.20\CONST\FINAL SITE\13034 C7.0 SITE PLAN WEST.dwg - Nov 19, 2015 - 10:03:8pm



RECORD DRAWING

WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

SITE PLAN EAST

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

NO	DATE	REVISIONS
1	10/16/15	REVISIONS PER CITY COMMENTS (1-A RED 1-16/15)
2	10/20/15	REVISIONS PER CITY COMMENTS (1-A RED 09/24/15)

JOB # 13034
FIELD BOOK: FAP
DESIGNED: RID
CHECKED: RJL
DATE: JAN. 7, 2015

Small Business Enterprise
1979-2015
Celebrating 36 Years
LOCHRANE Consulting Engineers Surveyors
P.O. BOX 952437 LAKE MARY, FL 32795-2437 PH (407) 830-6331 FAX (407) 830-8522 WWW.LOCHRANE.COM
CERTIFICATE OF AUTHORIZATION # 6709

SHEET
C8.0

D:\13034\20\CONST\FINAL SITE\13034 C8.0 SITE PLAN EAST.dwg – Nov 19, 2015 – 10:05pm

SITE LEGEND

(A) 6' WIDE PEDESTRIAN CROSSWALK WITH (5)-12" WHITE STRIPE PERPENDICULAR ON BOTH SIDES (SEE DETAIL 7, SHEET C9.0/L)

(B) CONCRETE TRANSFORMER PAD, REFER TO MEP PLANS

(C) ACCESSIBLE PARKING SPACE (TYP.), SITE DETAIL FOR HANDICAPPED PARKING SPACE SIZE, SIGN AND SYMBOL (SEE DETAIL 1, SHEET C9.1/L)

(D) PAVEMENT MARKINGS (TYP.), PER FDOT INDEX 17346

(E) FDOT INDEX 304 HANDICAP RAMP WITH 24" WIDE TRUNCATED DETECTABLE WARNING SURFACE (TYP.). (SEE DETAIL 2, SHEET C9.1/L).

(F) 18" CURB AND GUTTER (SEE DETAIL 3, SHEET C9.1/L)

(G) CONCRETE SIDEWALK, (SEE DETAIL 1, SHEET C9.0/L).

(H) DUMPSTER PAD (SEE ARCH. PLANS)

(I) AN INVERTED "TYPE 'D'" BRICK PAVERS WITH CONCRETE PAD, SEE ARCH. PLANS

(J) 24" VALLEY GUTTER PER FDOT INDEX 300

(K) SAWCUT EXISTING EDGE OF PAVEMENT AND MATCH TO LINE AND GRADE

(L) BOLLARD, SPACED AT 6' (REF. DETAIL 11, SHEET C9.1/L)

(M) MAIL KIOSK (REFER TO ARCH. PLANS)

(N) TYPE 'D' MEDIAN CURB PER FDOT INDEX 300

(O) CURB TRANSITION (SEE DETAIL 2, SHEET C9.0)

(P) RECYCLING/CASTE ENCLOSURE WITH CONCRETE PAD, SIDEWALK (REFER TO ARCH. PLANS)

(Q) DECORATIVE ARTICULATING WALL (REFER TO ARCH. PLANS)

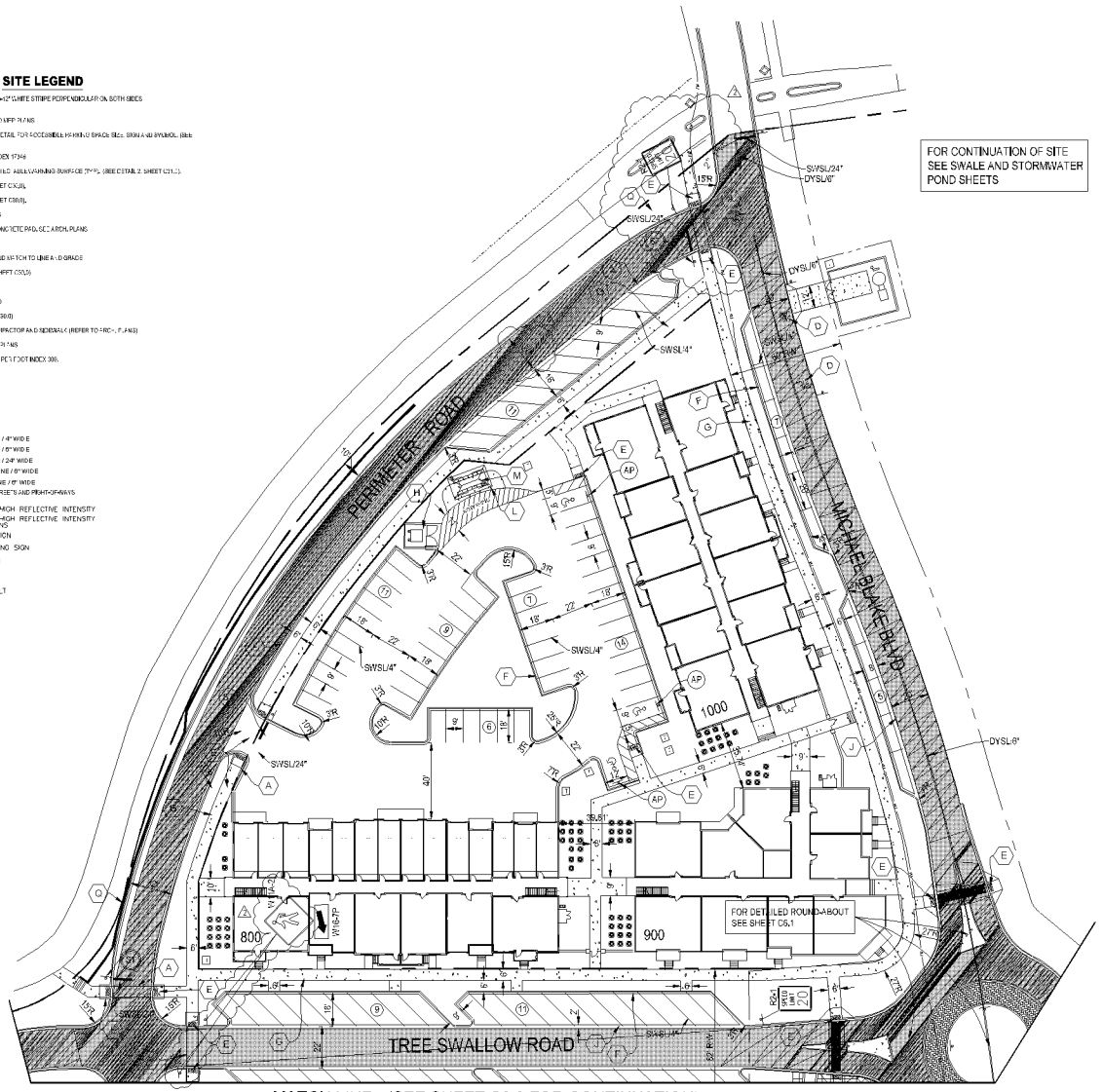
(R) FDOT TYPE F CONCRETE CURB & GUTTER, PER FDOT INDEX 300.

SITE LEGEND

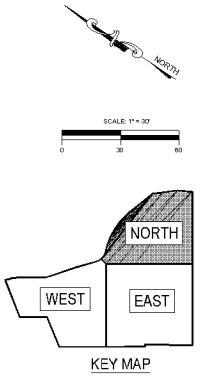
SWSL4"	SINGLE WHITE SOLID LINE / 4" WIDE
SWSL6"	SINGLE WHITE SOLID LINE / 6" WIDE
SWSL24"	SINGLE WHITE SOLID LINE / 24" WIDE
DYSL6"	DOUBLE YELLOW SOLID LINE / 6" WIDE
SYSL6"	SINGLE YELLOW SOLID LINE / 6" WIDE

NOTE: ALL SIGNS TO BE INSTALLED WITHIN THE STREETS AND RIGHT-OF-WAYS SHALL BE THERMOPLASTIC

(ST)	STOP SIGN (R1-1) – HIGH REFLECTIVE INTENSITY
(ST)	STOP SIGN (R1-1) – HIGH REFLECTIVE INTENSITY W/ NAMED STREET SIGNS
(AP)	ACCESSIBLE PARKING SIGN
(BP)	SECURE BICYCLE PARKING SIGN
(RT)	RIGHT TURN ONLY SIGN
(LT)	LEFT TURN ONLY SIGN
	STANDARD DUTY ASPHALT
	HEAVY DUTY ASPHALT



MATCH LINE - (SEE SHEET C9.0 FOR CONTINUATION)



KEY MAP

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

NO	DATE	REVISIONS
1	1/15/15	REVISIONS PER CITY COMMENTS (1-15-15)
2	2/5/15	REVISIONS PER CITY COMMENTS (2-4-15)

RECORD DRAWING

JOB # 13034
P.M.: MARK FAP
DESIGNER: RID
CHECKED: RJL
DATE: JUNE 2015

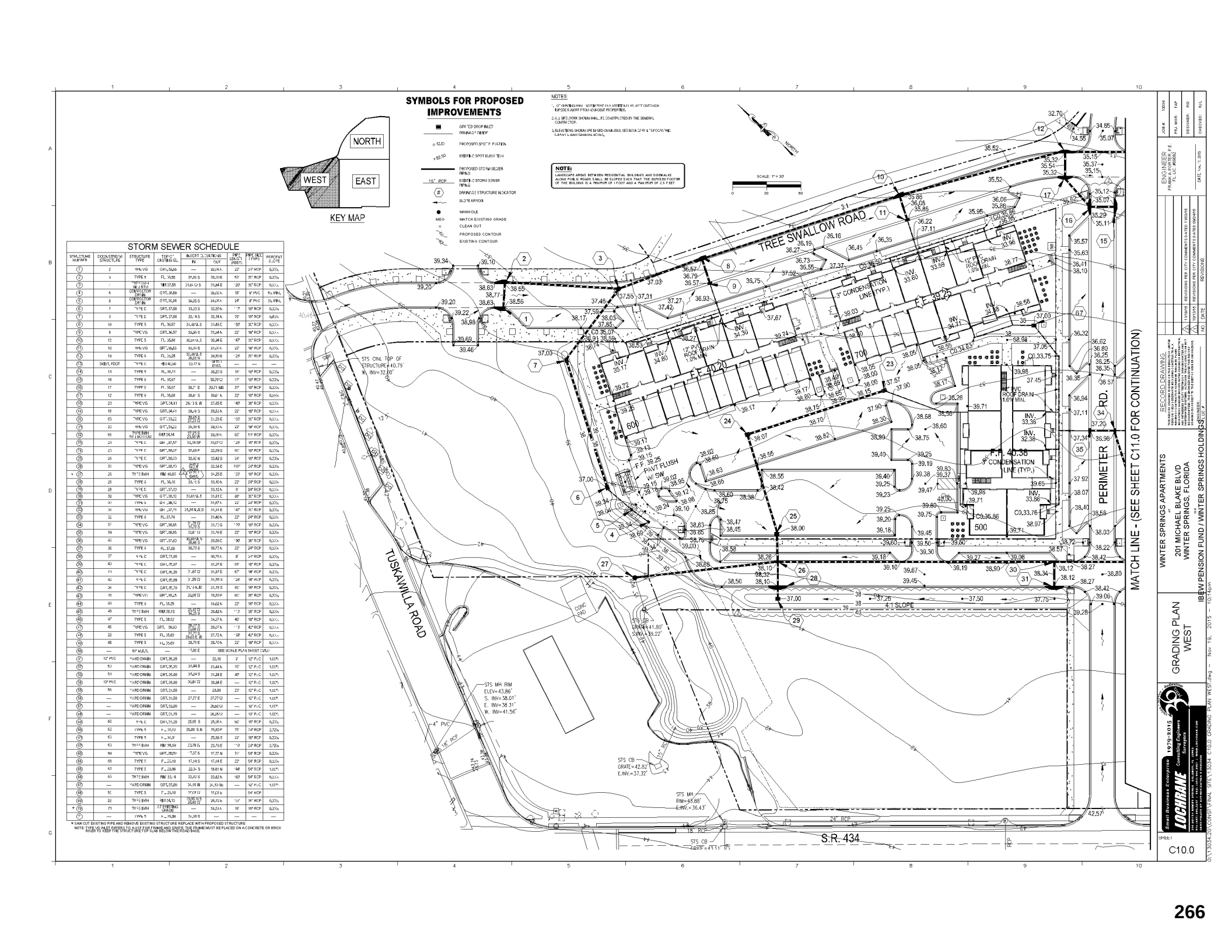
WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

SITE PLAN
NORTH

Small Business Enterprise
1979-2015
Consulting Engineers
Surveyors
LOCHRANE
ENGINEERING, P.A.
CA 00000896
1012 N. Orange Ave., Suite 200, Orlando, FL 32804 | T 407.843.6552 | F 407.843.6601 | www.LochraneEng.com
CERTIFICATES OF AUTHORIZATION

SHEET #
C9.0

D:\13034.20\CONST\FINAL SITE\13034 C9.0 SITE PLAN NORTH.dwg – Nov 20, 2015 – 8:47:0m



STORM SEWER SCHEDULE

STRUCTURE NUMBER	DOWNSTREAM STRUCTURE	STRUCTURE TYPE	TOP OF CASTING EL.	INVERT ELEVATIONS IN	INVERT ELEVATIONS OUT	PIPE LENGTH (FEET)	PIPE SIZE / TYPE	PERCENT SLOPE
1	2	TYPE VG	GRT=39.69	32.05 N		22'	24" RCP	0.5%
2	3	TYPE S	FL 36.26	32.20 S		52'	30" RCP	0.5%
3	-	TYPE TS-4 W/ GRATE	TBR 37.55	33.64 W S	31.94 E	20'	30" RCP	0.5%
4	5	TYPE D CURB INLET	GRT=38.89	—	29.05 N	18'	8" PVC	1% MIN.
5	8	TYPE D CURB INLET	GRT=39.04	34.05 S	34.05 N	24'	8" PVC	1% MIN.
6	7	TYPE C	GRT=37.00	33.23 S	32.59 N	77'	18" RCP	0.83%
7	3	TYPE C	GRT=37.00	32.14 S	32.14 N	70'	18" RCP	0.46%
8	10	TYPE S	FL 36.57	31.48 W S	31.48 E	39'	30" RCP	0.5%
9	8	TYPE VG	GRT=36.57	30.00 S	31.94 N	22'	18" RCP	0.5%
10	12	TYPE S	FL 35.88	30.94 W S	30.94 E	40'	30" RCP	0.5%
11	10	TYPE VG	GRT=36.53	30.70 S	31.00 N	22'	18" RCP	0.5%
12	18	TYPE S	FL 35.28	30.18 W S 30.07 W	29.80 E	29'	30" RCP	0.5%
13	EXIST. POOT	TYPE C	41.40	33.17 N	EXIST.	—	—	—
14	13	TYPE S	FL 36.11	—	30.20 S	18'	18" RCP	0.5%
15	16	TYPE S	FL 35.07	—	30.00 W	27'	18" RCP	0.5%
16	17	TYPE S	FL 35.07	30.7 E	30.71 NW	37'	18" RCP	0.5%
17	12	TYPE S	FL 35.08	30.6 S	30.6 N	22'	18" RCP	0.5%
18	23	TYPE VG	GRT=34.41	28.13 S W	27.85 E	40'	36" RCP	0.5%
19	18	TYPE VG	GRT=34.41	29.49 S	29.53 N	22'	18" RCP	0.5%
20	69	TYPE VG	GRT=33.22	29.65 S 27.57 W	27.29 E	103'	36" RCP	0.5%
21	23	TYPE VG	GRT=33.22	29.39 S	29.53 N	22'	18" RCP	0.5%
22	66	TYPE D CURB INLET W/ 2 BOLT LID	RIM 34.14	27.97 S 25.80 W	29.00 N	60'	8" RCP	0.5%
23	21	TYPE C	GRT=37.57	34.28 SE	33.97 W	23'	18" RCP	0.5%
24	25	TYPE C	GRT=36.07	29.69 E	32.59 S	60'	18" RCP	0.5%
25	26	TYPE C	GRT=36.00	32.42 N	32.42 S	24'	18" RCP	0.5%
26	30	TYPE VG	GRT=36.10	32.04 W	32.54 E	733'	24" RCP	0.5%
* 27	25	TYPE S MH	RIM 40.65	27.00 E EXIST.	34.25 E	23'	18" RCP	0.5%
28	26	TYPE S	FL 36.10	33.10 S	33.10 N	22'	24" RCP	0.5%
29	28	TYPE C	GRT=37.00	—	33.10 N	8'	24" RCP	0.5%
30	32	TYPE VG	GRT=36.12	31.61 S	31.61 E	88'	30" RCP	0.5%
31	30	TYPE S	GH=36.12	—	31.67 N	22'	24" RCP	0.5%
32	36	TYPE VG	GH=37.71	31.24 N W S	31.24 E	42'	30" RCP	0.5%
33	32	TYPE S	FL 37.74	—	31.40 N	22'	24" RCP	0.5%
34	37	TYPE VG	GRT=36.66	31.40 W 31.70 S	31.70 S	70'	18" RCP	0.5%
35	34	TYPE VG	GRT=36.65	32.81 W	31.76 E	22'	18" RCP	0.5%
36	45	TYPE VG	GRT=37.60	30.80 S E 30.66 S	26.56 E	90'	36" RCP	0.5%
37	35	TYPE S	FL 37.60	30.73 S	30.73 N	22'	24" RCP	0.5%
38	37	TYPE C	GRT=37.00	—	30.75 N	8'	24" RCP	0.5%
39	43	TYPE C	GH=35.97	—	31.37 E	69'	18" RCP	0.5%
40	41	TYPE C	GRT=36.28	31.87 W	31.87 E	67'	18" RCP	0.5%
41	42	TYPE C	GRT=35.88	31.39 W	31.56 S	24'	18" RCP	0.5%
42	36	TYPE C	GRT=35.78	31.16 W N	31.16 S	85'	18" RCP	0.5%
43	45	TYPE VG	GRT=35.25	25.00 W	26.00 E	60'	36" RCP	0.5%
44	43	TYPE S	FL 35.25	—	34.68 N	22'	18" RCP	0.5%
45	48	TYPE S MH	RIM 38.13	33.42 W 34.25 S	33.42 N	77'	36" RCP	0.5%
46	47	TYPE S	FL 38.02	—	34.37 N	40'	18" RCP	0.5%
47	48	TYPE VG	GRT. 38.60	28.27 S 33.99 W	28.07 N	77'	42" RCP	0.5%
48	22	TYPE S	FL 35.60	28.03 S W 28.03 E W	27.72 N	58'	42" RCP	0.5%
49	48	TYPE S	FL 35.60	—	28.70 E	22'	18" RCP	0.5%
50	—	54" MUDS,	—	7.00 E	SEE MUDS PLAN SHEET C25.0			
51	52" PVC	YARD DRAIN	GRT=36.25	—	32.18	2'	12" PVC	1.00%
52	53	YARD DRAIN	GRT=36.25	31.44 S	31.44 N	70'	12" PVC	1.00%
53	51	YARD DRAIN	GRT=36.00	34.24 S	31.24 E	40'	12" PVC	1.00%
54	12" PVC	YARD DRAIN	GRT=36.00	30.84 W	30.84 E	—	12" PVC	1.00%
55	56	YARD DRAIN	GRT=31.50	—	28.00	23'	12" PVC	1.00%
56	—	YARD DRAIN	GRT=31.50	27.27 E	27.27 W	—	12" PVC	1.00%
57	—	YARD DRAIN	GRT=32.00	—	28.00 W	—	12" PVC	1.00%
58	—	YARD DRAIN	GRT=31.75	—	28.25 W	—	12" PVC	1.00%
59	60	TYPE C	GH=31.20	25.95 S	25.95 N	90'	18" RCP	0.50%
60	62	TYPE S	FL 30.10	25.80 S N	25.80 E	75'	24" RCP	2.72%
61	60	TYPE S	FL 30.37	—	25.58 S	22'	18" RCP	0.50%
62	63	TYPE S MH	RIM 29.50	23.78 W	23.70 E	77'	24" RCP	2.72%
63	64	TYPE VG	GRT=28.20	7.37 S	17.37 N	70'	54" RCP	0.33%
64	65	TYPE S	FL 23.10	17.14 S	17.14 E	22'	54" RCP	0.33%
65	63	TYPE S	FL 23.06	22.34 S	19.81 N	44'	54" RCP	1.00%
66	65	TYPE S MH	RIM 33.74	22.62 S	20.62 N	60'	54" RCP	0.00%
67	—	YARD DRAIN	GRT=37.00	34.10 W	34.10 SE	—	12" PVC	1.00%
68	55	TYPE S	FL 25.10	17.58 W	17.58 N		54" RCP	
69	22	TYPE S MH	RIM 34.10	28.90 W S 28.80 W	28.92 E	107'	36" RCP	0.33%
* 70	71	TYPE S MH	AT EXISTING GRADE	34.25 S	19'	18" RCP	0.33%
71	—	TYPE S	FL 29.30	26.26 S	—	—	—	—

* SAW CUT EXISTING PIPE AND REMOVE EXISTING STRUCTURE REPLACE WITH PROPOSED STRUCTURE
NOTE: TYPE VS/MUDS REFERS TO A USF 3105 FRAME AND GRATE. THE FRAME MUST BE PLACED ON A CONCRETE OR BRICK RISER TO KEEP THE STRUCTURE TOP FLAG BELOW THE ROAD BASE.

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56660

NO	DATE	REVISIONS
1	1/15/15	REVISIONS PER CITY COMMENTS DATED 1/15/15
2	10/15/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

RECORD DRAWING

WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

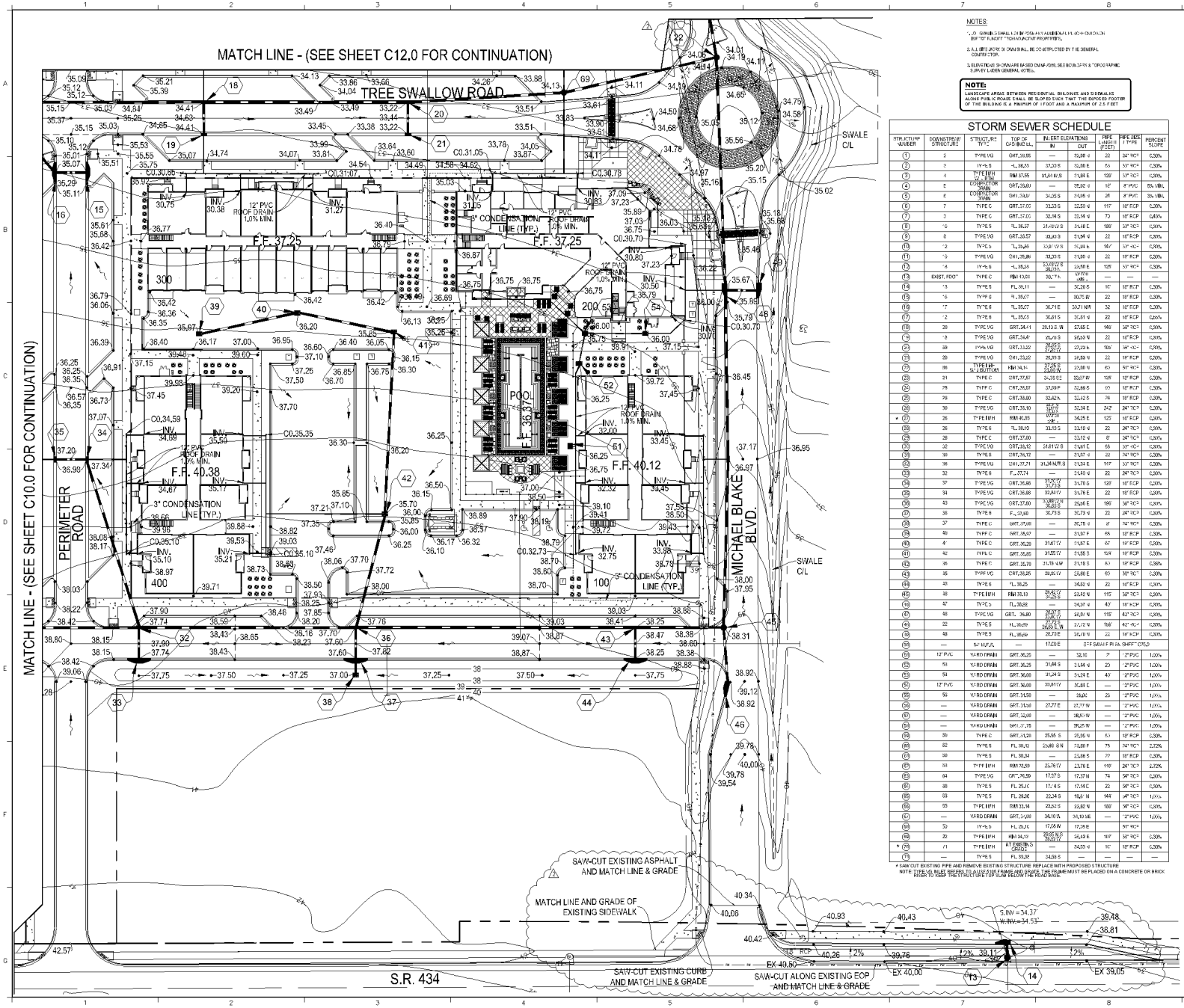
GRADING PLAN WEST

JOB # 13034
FILE MARK FAP
DESIGNED RID
CHECKED R.L.L.
DATE: Nov. 17, 2015

Small Business Enterprise
1979-2015 Celebrating 36 Years
Consulting Engineers Surveyors
LOCHRANE
ENGINEERING, P.A. 1211 Traymore Lane, Orlando, Florida 32804 PH: (407) 841-1800 FAX: (407) 841-1530 www.lochrane.com
CERTIFICATE OF AUTHORIZATION # 00000696

SHEET
C10.0

D:\13034.20\CONST\FINAL SITE\13034 C10.0 GRADING PLAN WEST.dwg - Nov 19, 2015 - 10:14pm



NOTES:

1. ALL GRADES SHALL CONFORM TO FINAL ASPHALT ELEVATIONS AT THE EDGE OF PAVEMENT AND/OR BACK OF CURB AS SHOWN ON THE PLANS AND AS REQUIRED TO MEET EXISTING GRADES ALONG PROPERTY LINES.
2. ALL UTILITY STRUCTURES SHALL BE COORDINATED BY THE GENERAL CONTRACTOR.
3. ELEVATIONS SHOWN ARE BASED ON AS-BUILTS, BOUNDARY & TOPOGRAPHIC SURVEY UNDER GENERAL NOTES.

NOTE:
LANDSCAPE AREAS BETWEEN RESIDENTIAL BUILDINGS AND SIDEWALKS ALONG PUBLIC ROADS SHALL BE SLOPED SUCH THAT THE EXPOSED FOOTER OF THE BUILDING IS A MINIMUM OF 1 FOOT AND A MAXIMUM OF 2.5 FEET

STORM SEWER SCHEDULE

STRUCTURE NUMBER	DOWNSTREAM STRUCTURE	STRUCTURE TYPE	TOP OF CASTING EL.	INVERT ELEVATIONS IN	INVERT ELEVATIONS OUT	PIPE LENGTH (FEET)	PIPE SIZE / TYPE	PERCENT SLOPE
1	2	TYPE VG	GRT=39.55	—	32.88 S	22	24" RCP	0.30%
2	3	TYPE S	L=36.25	32.20 S	32.00 E	53	30" RCP	0.30%
3	4	TYPE MH W/ SIDE CONNECTOR PIPE	RIM=37.55	31.84 W,S	31.64 E	120	30" RCP	0.30%
4	5	CONNECTOR PIPE	GRT=39.80	—	35.82 S	10	8" PVC	6% MIN.
5	6	CONNECTOR PIPE	GRT=39.80	34.05 S	34.05 S	24	8" PVC	3% MIN.
6	7	TYPE C	GRT=37.00	33.33 S	32.83 W	117	18" RCP	0.30%
7	8	TYPE C	GRT=37.00	32.98 S	32.14 W	73	18" RCP	0.45%
8	10	TYPE S	FL=36.37	31.48 W,S	31.48 E	180	30" RCP	0.30%
9	8	TYPE VG	GRT=38.57	33.00 S	31.54 W	22	18" RCP	0.30%
10	12	TYPE S	FL=36.86	33.91 W,S	33.91 E	147	30" RCP	0.30%
11	10	TYPE VG	GRT=38.86	33.23 S	31.80 W	22	18" RCP	0.30%
12	14	TYPE S	L=36.26	33.91 W,S	33.91 E	125	30" RCP	0.30%
13	EXIST. MOH	TYPE C	RIM=40.01	36.71 S	[illegible]	—	—	—
14	13	TYPE S	FL=36.11	—	30.26 S	10	18" RCP	0.30%
15	16	TYPE S	FL=36.07	—	30.75 W	22	18" RCP	0.30%
16	17	TYPE S	FL=35.07	30.71 E	30.71 W,N	52	18" RCP	0.30%
17	12	TYPE S	FL=35.03	30.61 S	30.61 W	22	18" RCP	0.30%
18	20	TYPE VG	GRT=34.41	28.13 E, W	27.93 E	140	30" RCP	0.30%
19	18	TYPE VG	GRT=34.41	28.19 S	28.03 W	22	18" RCP	0.30%
20	89	TYPE VG	GRT=33.22	28.27 S, 27.97 E	27.23 E	150	30" RCP	0.30%
21	20	TYPE VG	GRT=33.22	28.39 S	28.59 W	22	18" RCP	0.30%
22	86	TYPE HP W/ 2 ORIFICES	RIM=34.14	27.25 E, 27.05 S	27.05 W	60	24" RCP	0.30%
23	21	TYPE C	GRT=37.87	34.38 ES	33.07 W	128	18" RCP	0.30%
24	25	TYPE C	GRT=38.07	37.09 F	32.88 S	10	18" RCP	0.30%
25	26	TYPE C	GRT=38.00	32.42 N	32.42 S	74	18" RCP	0.30%
26	30	TYPE VG	GRT=38.10	32.67 W,S	32.54 E	242	24" RCP	0.30%
27	26	TYPE MH	RIM=40.85	32.67 W,S	34.25 E	125	18" RCP	0.30%
28	26	TYPE S	FL=38.10	33.10 S	33.10 W	22	24" RCP	0.30%
29	28	TYPE C	GRT=37.00	—	33.12 W	8	24" RCP	0.30%
30	32	TYPE VG	GRT=38.10	34.81 W,S	34.81 E	55	30" RCP	0.30%
31	30	TYPE S	GRT=38.12	—	31.57 S	22	24" RCP	0.30%
32	36	TYPE VG	GRT=37.71	31.34 N,W,S	31.34 E	117	30" RCP	0.30%
33	32	TYPE S	F.=37.74	—	31.40 W	22	24" RCP	0.30%
34	37	TYPE VG	GRT=38.68	31.70 W, 31.73 S	31.70 E	120	18" RCP	0.30%
35	34	TYPE VG	GRT=38.68	32.04 W	31.78 E	22	18" RCP	0.30%
36	43	TYPE VG	GRT=37.60	30.98 W,S, 30.68 S	29.66 E	199	30" RCP	0.30%
37	38	TYPE S	F.=37.68	30.73 S	30.73 W	22	24" RCP	0.30%
38	37	TYPE C	GRT=37.68	—	30.75 W	8	24" RCP	0.30%
39	40	TYPE C	GRT=38.07	—	31.57 E	66	18" RCP	0.30%
40	4	TYPE C	GRT=36.20	31.07 W	31.57 E	67	18" RCP	0.30%
41	42	TYPE C	GRT=35.85	31.25 W	31.55 S	124	18" RCP	0.30%
42	35	TYPE C	GRT=35.70	31.19 W	31.19 S	53	18" RCP	0.30%
43	45	TYPE VG	GRT=36.25	29.25 W	28.80 E	60	30" RCP	0.30%
44	33	TYPE S	FL=36.25	—	34.82 W	22	18" RCP	0.30%
45	46	TYPE MH	RIM=39.10	28.42 W, 28.25 S	28.42 W	115	30" RCP	0.30%
46	47	TYPE S	FL=39.02	—	34.24 W	42	18" RCP	0.30%
47	48	TYPE VG	GRT=39.80	28.27 S, 28.10 W	28.27 W	115	42" RCP	0.30%
48	22	TYPE S	FL=39.09	27.72 W	27.72 W	198	42" RCP	0.30%
49	48	TYPE S	FL=38.69	26.70 E	26.70 W	22	18" RCP	0.30%
50	—	90° MITER	—	17.00 E	SEE SAW-CUT PLAN SHEET C10.0			
51	12" PVC	YARD DRAIN	GRT=39.25	—	32.10	7	12" PVC	1.00%
52	53	YARD DRAIN	GRT=36.25	31.64 S	31.64 W	23	12" PVC	1.00%
53	54	YARD DRAIN	GRT=36.00	31.24 S	31.24 E	40	12" PVC	1.00%
54	12" PVC	YARD DRAIN	GRT=36.00	30.91 W	30.88 E	—	12" PVC	1.00%
55	56	YARD DRAIN	GRT=31.50	—	29.90 E	23	12" PVC	1.00%
56	—	YARD DRAIN	GRT=31.50	27.77 E	27.77 W	—	12" PVC	1.00%
57	—	YARD DRAIN	GRT=32.00	—	28.50 W	—	12" PVC	1.00%
58	—	YARD DRAIN	GRT=37.75	—	35.25 W	—	12" PVC	1.00%
59	58	TYPE C	GRT=31.25	25.55 S	25.55 W	50	18" RCP	0.30%
60	62	TYPE S	FL=30.10	25.60 S,N	25.60 E	75	24" RCP	2.72%
61	60	TYPE S	FL=30.34	—	25.86 S	22	18" RCP	0.30%
62	64	TYP E MH	RIM=30.59	23.76 W	23.76 E	110	24" RCP	2.72%
63	64	TYPE VG	GRT=36.59	17.57 S	17.37 N	74	24" RCP	0.30%
64	66	TYPE S	FL=35.10	17.46 S	17.16 E	22	24" RCP	0.30%
65	68	TYPE S	FL=39.05	22.34 S	18.67 W	144	24" RCP	1.00%
66	65	TYPE MH	RIM=33.14	22.62 S	22.62 W	188	24" RCP	0.30%
67	—	YARD DRAIN	GRT=34.00	34.10 SE	34.10 SE	—	12" PVC	1.00%
68	50	TYPE S	FL=35.10	17.06 W	17.06 E		24" RCP	
69	22	TYPE MH	RIM=34.12	28.66 W, 28.47 S	28.42 E	107	36" RCP	0.30%
70	71	TYPE MH	AT EXISTING GRADE	—	34.53 W	10	18" RCP	0.30%
71	—	TYPE S	FL=39.00	34.68 S	—	—	—	—

* SAW-CUT EXISTING PIPE AND REMOVE EXISTING STRUCTURE. REPLACE WITH PROPOSED STRUCTURE
NOTE: TYPE VG INLET REFERS TO A USF #305 FRAME AND GRATE. THE FRAME MUST BE PLACED ON A CONCRETE OR BRICK RISER TO KEEP THE STRUCTURE TOP SLAB BELOW THE ROAD BASE.

SYMBOLS FOR PROPOSED IMPROVEMENTS

- GRATED DROP INLET
- DRAINAGE SWALE
- 82.50 PROPOSED SPOT ELEVATION
- 82.50 EXISTING SPOT ELEVATION
- PROPOSED STORM SEWER PIPING
- 15" RCP EXISTING STORM SEWER PIPING
- (#) DRAINAGE STRUCTURE INDICATOR
- SLOPE ARROW
- MANHOLE
- MES MATCH EXISTING GRADE
- CLEAN OUT
- PROPOSED CONTOUR
- EXISTING CONTOUR

RECORD DRAWING
THE INFORMATION SHOWN ON THIS PLAN WAS COMPILED FROM RECORDS OF VARIOUS UTILITIES AND AUTHORITIES AND FROM FIELD SURVEYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THIS PLAN BEFORE STARTING ANY WORK AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES RESULTING FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
DESIGNER: _____
DATE: _____

NO	DATE	REVISIONS
1	1/15/15	REVISIONS PER CITY COMMENTS DATED 1/9/2015
2	10/15/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

JOB # 13004
FIL. NAME: FAP
DESIGNER: RID
CHECKED: RJL
DATE: JAN. 12, 2015

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

GRADING PLAN
EAST

Small Business Enterprise
1979-2015 35 Years
LOCHRANE Consulting Engineers Surveyors
1012 Wymore Road, Suite 202, Altamonte Springs, Florida 32714
Phone: (407) 869-1991 Fax: (407) 869-1997 www.lochrane.com
CERTIFICATE OF AUTHORIZATION # 6709

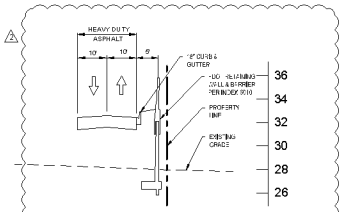
SHEET
C11.0

D:\13034.20\CONST\FINAL SITE\13034 C11.0 GRADING PLAN EAST.dwg - Nov 19, 2015 - 10:17pm

STORM SEWER SCHEDULE

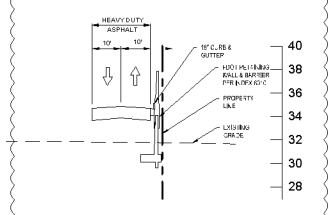
STRUCTURE NUMBER	DOWNSTREAM STRUCTURE	STRUCTURE TYPE	TOP OF EXISTING EL.	INVERT ELEVATIONS IN	OUT	PIPE LENGTH (FT.)	PIPE SIZE / TYPE	PERCENT SLOPE
(1)	2	TYPE J-G	GRT.35.55	—	32.68 W	22	24" RCP	0.30%
(2)	3	TYPE S	FL 38.25	32.20 S	32.09 E	53	30" RCP	0.20%
(3)	4	TYPE J BOX W/ MANH.	RIM 37.25	31.44 W S	31.31 E	120	30" RCP	0.20%
(4)	5	CONFIGURATION UNKN.	GRT.35.89	—	35.02 W	17	6" PVC	5% MIN.
(5)	6	CONFIGURATION UNKN.	GRT.35.04	34.26 S	34.05 W	24	6" PVC	5% MIN.
(6)	7	TYPE C	GRT.37.05	33.53 S	32.89 W	117	18" RCP	0.30%
(7)	8	TYPE C	GRT.37.05	33.14 S	32.91 W	77	18" RCP	0.45%
(8)	10	TYPE S	FL 38.57	34.48 12" S	31.48 E	169	30" RCP	0.20%
(9)	8	TYPE J-G	GRT.35.57	33.50 S	31.54 W	77	18" RCP	0.30%
(10)	12	TYPE S	FL 35.26	33.94 12" S	30.84 E	147	30" RCP	0.20%
(11)	10	TYPE J-G	GRT.35.86	33.20 S	31.69 W	22	18" RCP	0.30%
(12)	18	TYPE S	FL 35.23	30.70 12" S 30.60 6" N	29.58 E	125	30" RCP	0.20%
(13)	EXIST. ROOF	TYPE C	RIM 42.00	39.7 N	18" CMP EXIST.	—	—	—
(14)	13	TYPE S	F...39.11	—	30.08 S	10"	18" RCP	0.30%
(15)	16	TYPE S	T...39.27	—	30.76 W	22	18" RCP	0.30%
(16)	17	TYPE S	FL 38.27	30.71 E	30.71 W S	32	18" RCP	0.30%
(17)	12	TYPE S	T...38.23	30.61 S	30.31 W	22	18" RCP	0.65%
(18)	20	TYPE J-G	GRT. 34.11	24.13 S W	27.65 E	140	30" RCP	0.20%
(19)	18	TYPE J-G	GRT.34.47	28.78 S	28.58 W	77	18" RCP	0.30%
(20)	59	TYPE J-G	GRT.37.22	26.80 S 27.20 W	27.23 E	109	30" RCP	0.20%
(21)	23	TYPE J-G	GRT.35.22	28.58 S	28.53 W	22	18" RCP	0.30%
(22)	66	TYPE J BOX W/ BOTTOM	RIM 34.11	27.25 S 23.00 W	23.00 W	63	54" RCP	0.20%
(23)	24	TYPE C	GRT.37.57	34.38 SE	33.67 W	125	18" RCP	0.30%
(24)	25	TYPE C	GRT.38.07	32.60 E	32.59 S	50	18" RCP	0.30%
(25)	26	TYPE C	GRT.38.08	32.62 N	32.12 S	24	18" RCP	0.30%
(26)	30	TYPE J-G	GRT.36.78	30.80 S 30.70 W	30.31 E	242	24" RCP	0.30%
* (27)	28	TYPE J BOX	RIM 42.05	31.25 E	31.25 E	125	18" RCP	0.30%
(28)	29	TYPE S	FL 38.10	33.10 S	33.10 W	22	24" RCP	0.30%
(29)	29	TYPE C	GRT.37.80	—	33.12 W	8	24" RCP	0.30%
(30)	57	TYPE J-G	GRT.35.17	31.61 12" S	31.61 E	65	30" RCP	0.20%
(31)	30	TYPE S	GRT.35.12	—	31.67 W	22	24" RCP	0.30%
(32)	33	TYPE J-G	GRT.37.74	31.34 N W S	31.34 E	147	30" RCP	0.20%
(33)	32	TYPE S	F...37.71	—	31.43 W	22	24" RCP	0.30%
(34)	32	TYPE J-G	GRT.36.66	31.76 S 31.70 W	31.76 S	120	18" RCP	0.30%
(35)	34	TYPE J-G	GRT.36.86	32.06 W	31.76 E	22	18" RCP	0.30%
(36)	43	TYPE J-G	GRT.37.88	30.89 W N 30.80 S	29.56 E	190	30" RCP	0.20%
(37)	33	TYPE S	F...37.68	30.73 S	30.73 W	22	24" RCP	0.30%
(38)	37	TYPE C	GRT.37.00	—	30.75 W	8	24" RCP	0.30%
(39)	40	TYPE C	GRT.35.97	—	31.67 E	65	18" RCP	0.30%
(40)	41	TYPE C	GRT.36.20	31.97 W	31.87 E	67	18" RCP	0.30%
(41)	42	TYPE C	GRT.35.95	31.85 W	31.55 S	126	18" RCP	0.30%
(42)	36	TYPE C	GRT.35.70	31.19 NW	31.19 S	60	18" RCP	0.30%
(43)	45	TYPE J-G	GRT.35.25	28.68 W	28.68 E	60	30" RCP	0.20%
(44)	49	TYPE S	FL 38.25	—	34.69 W	22	18" RCP	0.30%
(45)	46	TYPE J BOX	RIM 36.10	28.42 W 28.32 S	28.42 W	115	36" RCP	0.30%
(46)	47	TYPE S	FL 38.07	—	34.57 W	40	18" RCP	0.30%
(47)	48	TYPE J-G	GRT. 36.90	28.27 S 28.07 W	28.07 W	118	42" RCP	0.30%
(48)	22	TYPE S	FL 35.65	27.07 S 26.93 S W	27.72 W	108	42" RCP	0.30%
(49)	48	TYPE S	FL 35.65	28.70 W	28.70 W	77	18" RCP	0.30%
(50)	—	6" HDPE	—	17.02 E	SEE SWALE PLAN SHEET C25.0			
(51)	12" PVC	YARD DRAIN	GRT.36.25	—	32.16	2'	2" PVC	1.00%
(52)	53	YARD DRAIN	GRT.36.25	31.44 S	31.31 W	23	2" PVC	1.00%
(53)	54	YARD DRAIN	GRT.36.00	31.24 S	31.21 E	10	2" PVC	1.00%
(54)	12" PVC	YARD DRAIN	GRT.36.00	30.84 W	30.84 E	—	2" PVC	1.00%
(55)	56	YARD DRAIN	GRT.37.00	—	75.00	75	2" PVC	1.00%
(56)	—	YARD DRAIN	GRT.37.50	27.77 E	27.77 W	—	2" PVC	1.00%
(57)	—	YARD DRAIN	GRT.32.00	—	28.55 W	—	2" PVC	1.00%
(58)	—	YARD DRAIN	GRT.37.75	—	28.25 W	—	2" PVC	1.00%
(59)	10	TYPE C	GRT.37.20	28.95 S	28.85 W	53	18" RCP	0.30%
(60)	62	TYPE S	FL 30.42	25.80 S N	25.80 E	75	24" RCP	2.72%
(61)	63	TYPE S	FL 30.34	—	25.90 S	22	18" RCP	0.30%
(62)	65	TYPE J BOX	RIM 29.60	25.76 W	25.76 E	110	24" RCP	2.72%
(63)	64	TYPE J-G	GRT.28.68	17.27 S	17.27 W	71	54" RCP	0.30%
(64)	66	TYPE S	FL 25.10	17.14 S	17.14 E	22	54" RCP	0.30%
(65)	23	TYPE S	FL 29.91	22.31 S	19.81 W	144	54" RCP	1.00%
(66)	35	TYPE J BOX	RIM 33.14	22.62 S	22.62 W	160	54" RCP	0.30%
(67)	—	YARD DRAIN	GRT.37.00	34.19 N	34.10 SE	—	2" PVC	1.00%
(68)	30	TYPE S	FL 25.10	17.08 W	17.28 E		54" RCP	
(69)	22	TYPE J BOX	RIM 34.13	26.08 N S 25.82 E	25.42 E	107	30" RCP	0.30%
* (70)	71	TYPE J BOX	AT EXISTING GRADE	34.03 W	32.97 W	107	18" RCP	0.30%
(71)	—	TYPE S	FL 36.38	34.08 S	—	—	—	—

* SAW CUT EXISTING PIPE AND REMOVE EXISTING STRUCTURE REPLACE WITH PROPOSED STRUCTURE
NOTE TYPE J-G INLET REFERS TO A LIST #305 FRAME AND GRATE. THE FRAME MUST BE PLACED ON A CONCRETE OR BRICK RISER TO KEEP THE STRUCTURE TOP SLAB BELOW THE ROAD BASE.



SECTION 'A' (STA. 303+00)

(STA. 304+10 - STA.302+00)
SCALE: 1" = 20 H
1" = 4 V



SECTION 'B' (STA. 305+00)

(STA. 305+25 - STA. 304+10)
SCALE: 1" = 20 H
1" = 4 V

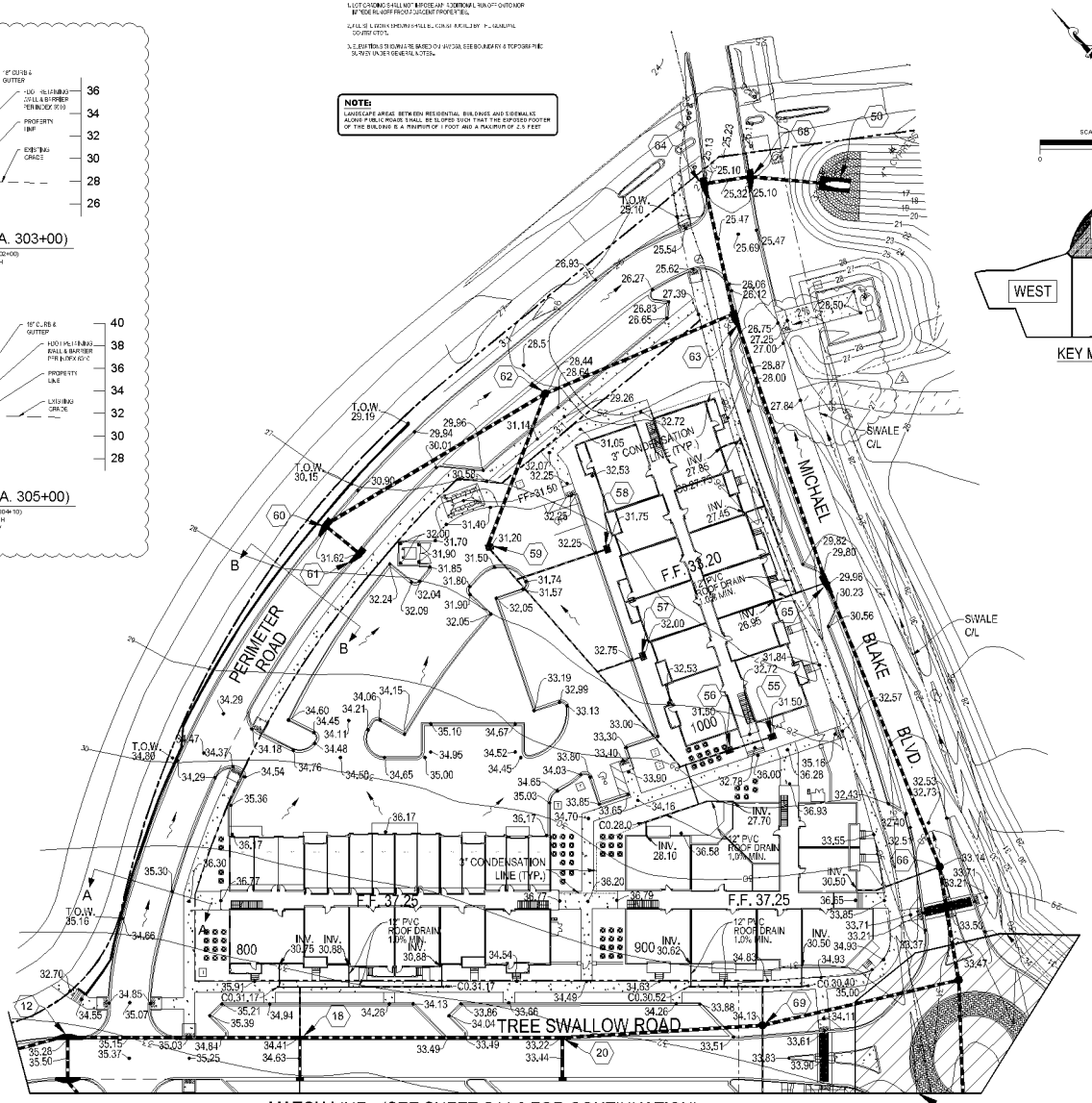
SYMBOLS FOR PROPOSED IMPROVEMENTS

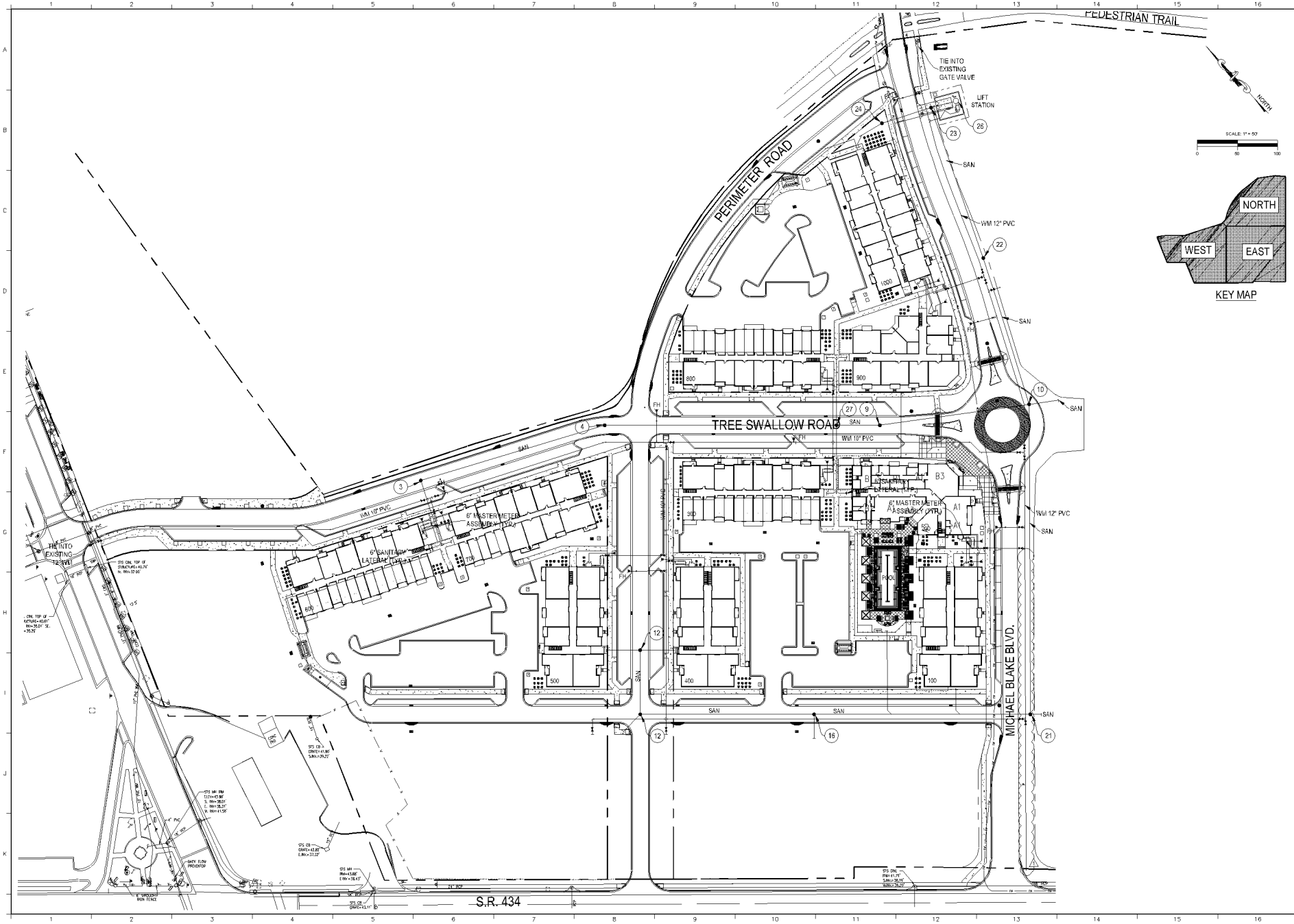
- GRATED DROP INLET
- DRAINAGE DITCH
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED STORM SEWER PIPING
- EXISTING STORM SEWER PIPING
- STRUCTURE INDICATOR
- SLOPE ARROW
- MANHOLE
- MATCH EXISTING GRADE
- CLEAN OUT
- PROPOSED CONTOUR
- EXISTING CONTOUR

NOTES:

1. LOT GRADING SHALL NOT IMPOSE ANY ADDITIONAL RUN-OFF ONTO NOR IMPEDE RUN-OFF FROM ADJACENT PROPERTIES.
2. FULL SILTATION BARRIERS SHALL BE CONSTRUCTED BY THE GENERAL CONTRACTOR.
3. ELEVATIONS SHOWN ARE BASED ON ASSUMED DATUM. SEE BOUNDARY & TOPOGRAPHIC SURVEY UNDER GENERAL NOTES.

NOTE:
LANDSCAPE AREAS BETWEEN RESIDENTIAL BUILDINGS AND SIDEWALKS ALONG PUBLIC ROADS SHALL BE SLOPED SUCH THAT THE EXPOSED FOOTER OF THE BUILDING IS A MINIMUM OF 1 FOOT AND A MAXIMUM OF 2.5 FEET


PERIMETER ROAD
MICHAEL BLVD
BLAKE BLVD
TREE SWALLOW ROAD
SWALE C/L
SWALE C/L
3" CONDENSATION LINE (TYP.)
12" PVC ROOF DRAIN 1.0% MIN.
F.F. 38.20
F.F. 37.25
F.F. 37.25
800
900
1000
T.O.W. 29.19
T.O.W. 30.15
T.O.W. 34.80
T.O.W. 35.16
T.O.W. 29.10
T.O.W. 25.32
T.O.W. 25.62
T.O.W. 25.69
T.O.W. 25.47
T.O.W. 25.54
T.O.W. 26.92
T.O.W. 26.27
T.O.W. 27.39
T.O.W. 26.83
T.O.W. 26.65
T.O.W. 26.75
T.O.W. 27.25
T.O.W. 27.00
T.O.W. 28.06
T.O.W. 28.12
T.O.W. 28.50
T.O.W. 28.87
T.O.W. 28.00
T.O.W. 27.84
T.O.W. 29.82
T.O.W. 29.80
T.O.W. 29.96
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T.O.W. 34.47
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T.O.W. 34.80
T.O.W. 35.16
T.O.W. 34.18



ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

JOB #	13034
FIELD WORK	FAP
DESIGNED	RID
CHECKED	RJL

DATE: OCTOBER 13, 2015

NO	DATE	REVISIONS
1	12/15/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

RECORD DRAWING
THESE RECORD DRAWINGS WERE PREPARED BASED ON INFORMATION PROVIDED BY OTHERS AND/OR FIELD SURVEYS PERFORMED BY OTHERS. THE ENGINEER AND HIS CONSULTANTS ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS AND/OR FIELD SURVEYS PERFORMED BY OTHERS. THE ENGINEER AND HIS CONSULTANTS ASSUME NO RESPONSIBILITY FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE CONSTRUCTION.
ENGINEER:
FLUE #

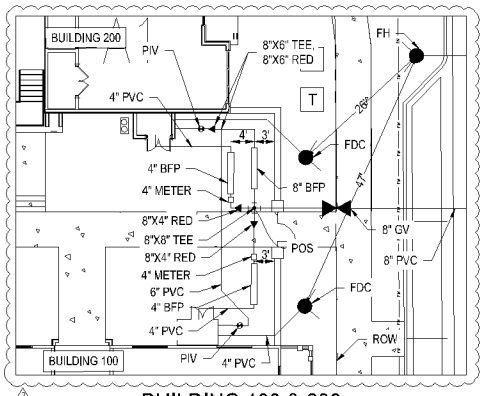
WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

MASTER UTILITY PLAN

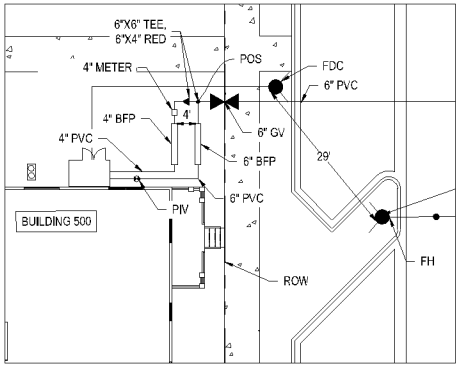
Small Business Enterprise
1979-2015
Consulting Engineers
Surveyors
LOCHRANE
ENGINEERING, P.A.
CA #00000670 | LB #3591
WWW.LOCHRANE.COM

SHEET
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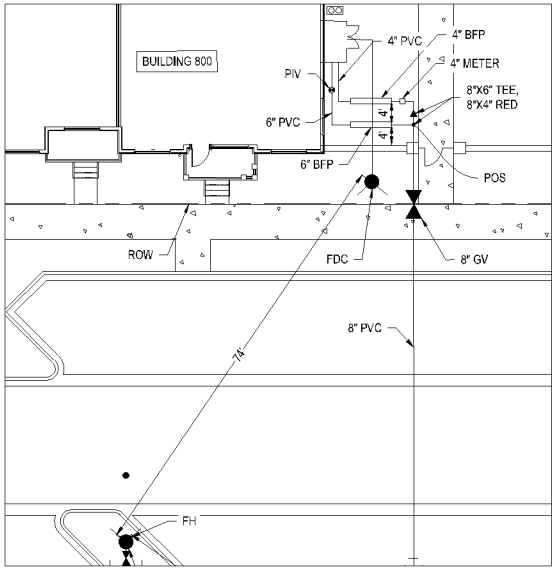
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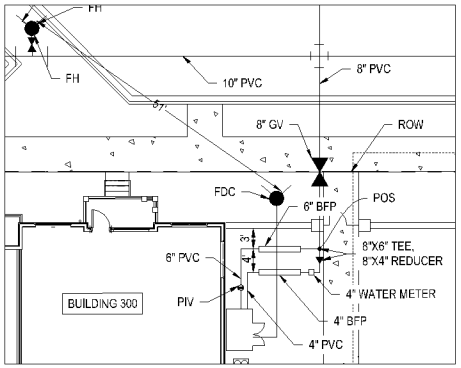
BUILDING 100 & 200



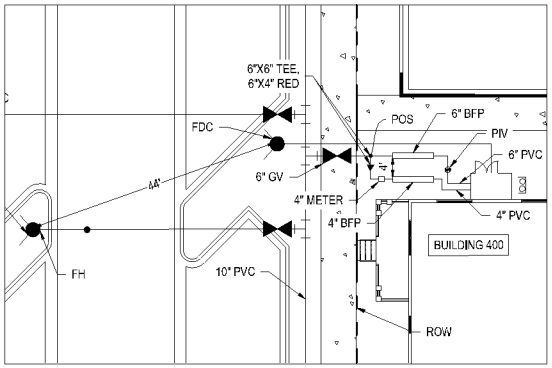
BUILDING 500



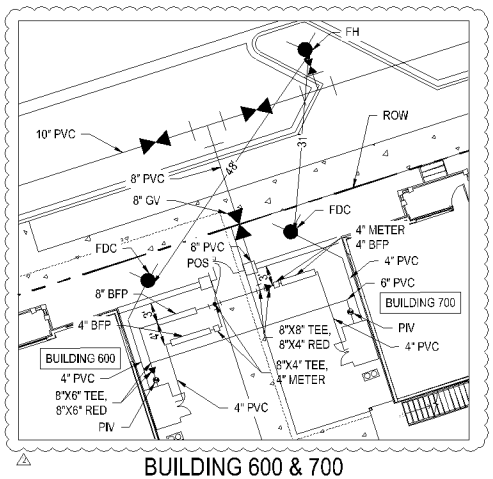
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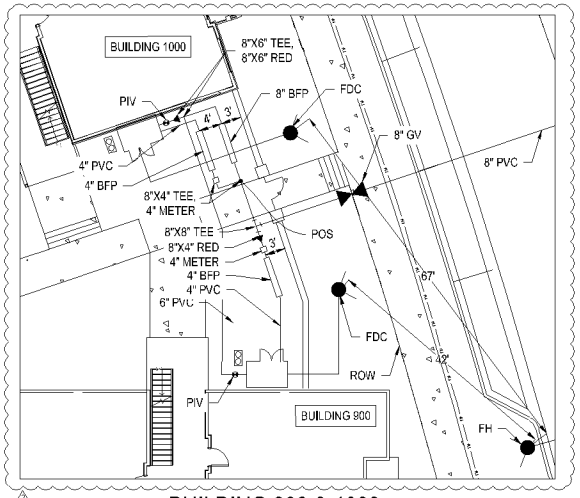
BUILDING 300



BUILDING 400



BUILDING 600 & 700



BUILDING 900 & 1000

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662
DESIGNED: RID
CHECKED: RJL
DATE: JAN. 17, 2015

NO	DATE	REVISIONS
1	12/15/15	REVISIONS PER CITY COMMENTS (4-RED-1 9/25/15)
2	12/15/15	REVISIONS PER CITY COMMENTS (4-RED-09/24/15)

RECORD DRAWING

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

WATER SERVICES
DETAIL PLAN

Small Business Enterprise
1979-2015
LOCHRANE
Consulting Engineers
Surveyors
www.lochrane.com

SHEET
C13.1

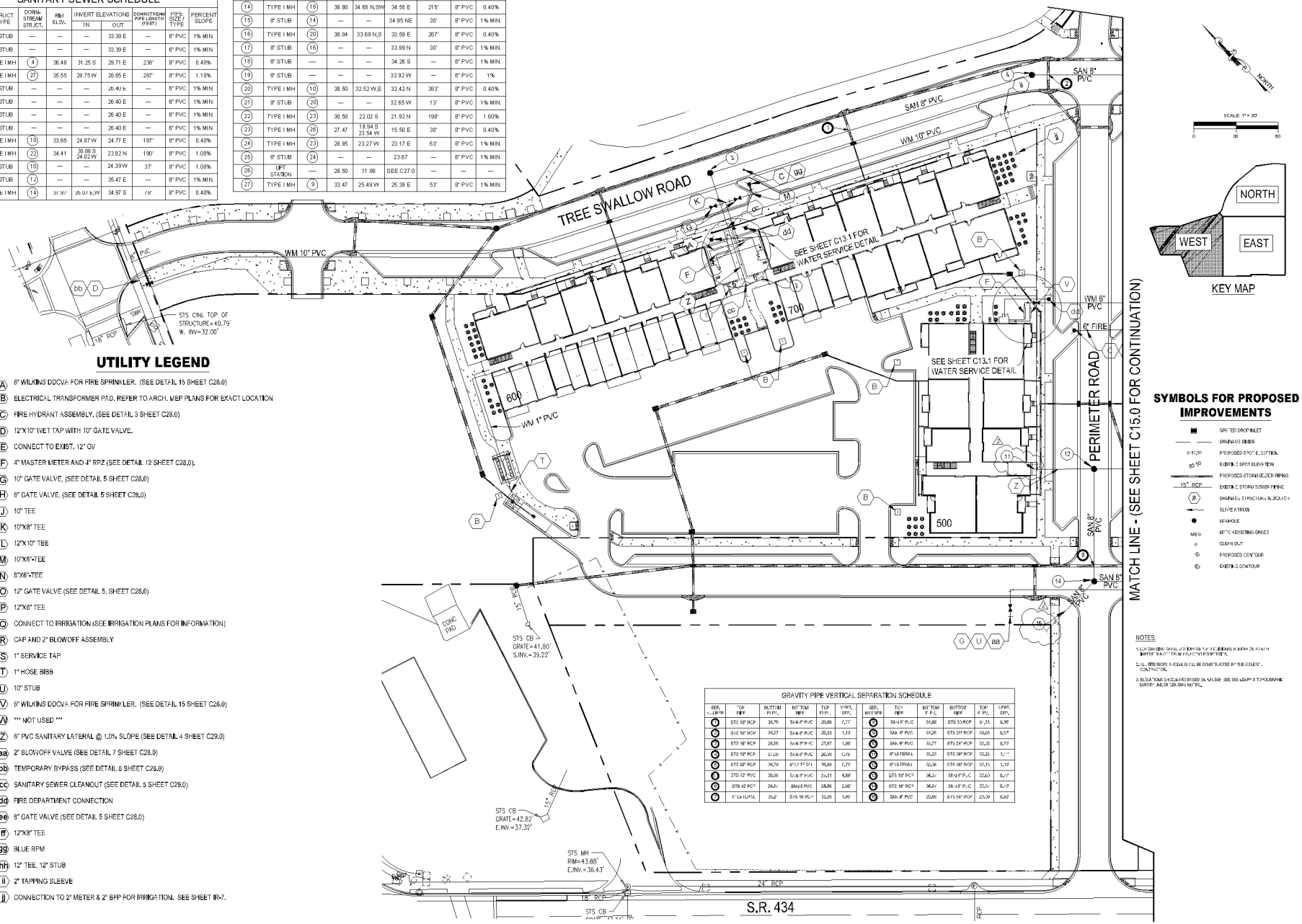
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SANITARY SEWER SCHEDULE

STRUCT. NUMBER	STRUCT. TYPE	DOWN-STREAM STRUCT.	RIM ELEV.	INVERT ELEVATIONS IN	INVERT ELEVATIONS OUT	DOWNSTREAM PIPE LENGTH (FEET)	PIPE SIZE / TYPE	PERCENT SLOPE
(1)	6" STUB	—	—	—	33.39 E	—	6" PVC	1% MIN.
(2)	6" STUB	—	—	—	33.39 E	—	6" PVC	1% MIN.
(3)	TYPE I MH	(4)	36.48	31.25 S	29.71 E	238'	8" PVC	0.40%
(4)	TYPE I MH	(27)	35.55	28.75 W	28.65 E	287'	8" PVC	1.10%
(5)	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
(6)	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
(7)	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
(8)	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
(9)	TYPE I MH	(10)	33.65	24.87 W	24.77 E	187'	8" PVC	0.40%
(10)	TYPE I MH	(22)	34.41	30.88 S 24.02 W	23.92 N	190'	8" PVC	1.00%
(10A)	8" STUB	(10)	—	—	24.39 W	37'	8" PVC	1.00%
(11)	6" STUB	(12)	—	—	35.47 E	—	6" PVC	1% MIN.
(12)	TYPE I MH	(14)	37.97	35.07 E,W	34.97 S	78'	8" PVC	0.40%
(13)	6" STUB	(12)	—	—	35.47 W	—	6" PVC	1% MIN.
(14)	TYPE I MH	(16)	38.80	34.65 N,SW	34.55 E	215'	8" PVC	0.40%
(15)	8" STUB	(14)	—	—	34.95 NE	30'	8" PVC	1% MIN.
(16)	TYPE I MH	(20)	38.04	33.69 N,S	33.59 E	267'	8" PVC	0.40%
(17)	8" STUB	(16)	—	—	33.99 N	30'	8" PVC	1% MIN.
(18)	6" STUB	—	—	—	34.26 S	—	6" PVC	1% MIN.
(19)	6" STUB	—	—	—	33.92 W	—	6" PVC	1%
(20)	TYPE I MH	(10)	38.50	32.52 W,E	32.42 N	393'	8" PVC	0.40%
(21)	8" STUB	(20)	—	—	32.65 W	13'	8" PVC	1% MIN.
(22)	TYPE I MH	(23)	30.50	22.02 S	21.92 N	198'	8" PVC	1.00%
(23)	TYPE I MH	(26)	27.47	19.94 S 23.54 W	15.50 E	30'	8" PVC	0.40%
(24)	TYPE I MH	(23)	28.85	23.27 W	23.17 E	63'	8" PVC	1% MIN.
(25)	6" STUB	(24)	—	—	23.67	—	6" PVC	1% MIN.
(26)	LIFT STATION	—	28.50	11.88	SEE C27.0	—	—	—
(27)	TYPE I MH	(9)	33.47	25.49 W	25.39 E	53'	8" PVC	1% MIN.

UTILITY LEGEND

- (A) 8" WILKINS DDCVA FOR FIRE SPRINKLER. (SEE DETAIL 15 SHEET C28.0)
- (B) ELECTRICAL TRANSFORMER PAD. REFER TO ARCH. MEP PLANS FOR EXACT LOCATION
- (C) FIRE HYDRANT ASSEMBLY. (SEE DETAIL 3 SHEET C28.0)
- (D) 12"X10" WET TAP WITH 10" GATE VALVE.
- (E) CONNECT TO EXIST. 12" GV
- (F) 4" MASTER METER AND 4" RPZ (SEE DETAIL 12 SHEET C28.0).
- (G) 10" GATE VALVE, (SEE DETAIL 5 SHEET C28.0)
- (H) 6" GATE VALVE, (SEE DETAIL 5 SHEET C28.0)
- (J) 10" TEE
- (K) 10"X8" TEE
- (L) 12"X10" TEE
- (M) 10"X6"-TEE
- (N) 8"X6"-TEE
- (O) 12" GATE VALVE (SEE DETAIL 5, SHEET C28.0)
- (P) 12"X8" TEE
- (Q) CONNECT TO IRRIGATION (SEE IRRIGATION PLANS FOR INFORMATION)
- (R) CAP AND 2" BLOWOFF ASSEMBLY
- (S) 1" SERVICE TAP
- (T) 1" HOSE BIBB
- (U) 10" STUB
- (V) 6" WILKINS DDCVA FOR FIRE SPRINKLER. (SEE DETAIL 15 SHEET C28.0)
- (W) *** NOT USED ***
- (Z) 6" PVC SANITARY LATERAL @ 1.0% SLOPE (SEE DETAIL 4 SHEET C29.0)
- (aa) 2" BLOWOFF VALVE (SEE DETAIL 7 SHEET C28.0)
- (bb) TEMPORARY BYPASS (SEE DETAIL 8 SHEET C28.0)
- (cc) SANITARY SEWER CLEANOUT (SEE DETAIL 5 SHEET C29.0)
- (dd) FIRE DEPARTMENT CONNECTION
- (ee) 8" GATE VALVE (SEE DETAIL 5 SHEET C28.0)
- (ff) 12"X8" TEE
- (gg) BLUE RPM
- (hh) 12" TEE, 12" STUB
- (ii) 2" TAPPING SLEEVE
- (jj) CONNECTION TO 2" METER & 2" BFP FOR IRRIGATION. SEE SHEET IR-7.



GRAVITY PIPE VERTICAL SEPARATION SCHEDULE

SER. NUMBER	TOP PIPE	BOTTOM PIPE	BOTTOM PIPE	TOP PIPE	VERT. SEP.	SER. NUMBER	TOP PIPE	BOTTOM PIPE	BOTTOM PIPE	TOP PIPE	VERT. SEP.
(A)	STS 18" RCP	38.76	SAN 8" PVC	35.66	0.77	(K)	SAN 8" PVC	34.86	STS 15 RCP	31.33	0.96
(B)	STS 18" RCP	38.57	SAN 8" PVC	35.23	1.13	(L)	SAN 8" PVC	34.26	STS 24" RCP	30.69	0.77
(C)	STS 18" RCP	28.55	SAN 8" PVC	27.87	1.08	(M)	SAN 8" PVC	33.27	STS 24" RCP	30.20	0.79
(D)	STS 18" RCP	27.05	SAN 8" PVC	26.00	1.05	(N)	8" LATERAL	30.20	STS 36" RCP	29.93	1.11
(E)	STS 36" RCP	36.79	6" LATERAL	36.08	0.71	(O)	6" LATERAL	33.16	STS 36" RCP	30.15	1.79
(F)	STS 12" PVC	39.00	SAN 8" PVC	34.31	4.69	(P)	STS 18" RCP	34.34	SAN 8" PVC	33.63	0.71
(G)	STS 42 RCP	26.61	SAN 8 PVC	24.86	2.00	(Q)	STS 18" RCP	34.64	SAN 8" PVC	33.34	0.79
(H)	6" LATERAL	39.2"	STS 18 RCP	33.26	1.89	(R)	SAN 8" PVC	32.86	STS 24" RCP	29.59	0.69

SYMBOLS FOR PROPOSED IMPROVEMENTS

- GRATED DROP INLET
- DRAINAGE DIVIDE
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED STORM SEWER PIPING
- EXISTING STORM SEWER PIPING
- DRAINAGE STRUCTURE INDICATOR
- SLOPE ARROW
- MANHOLE
- MEG MATCH EXISTING GRADE
- CLEAN OUT
- PROPOSED CONTOUR
- EXISTING CONTOUR

NOTES:

1. ALL SANITARY SEWER MAIN SHALL BE LOCATED A MINIMUM OF 10 FEET FROM ANY POTABLE WATER MAIN.
2. ALL SITE WORK IS TO BE CONSTRUCTED BY THE GENERAL CONTRACTOR.
3. ELEVATIONS SHOWN ARE BASED ON NAVD88. SEE BOUNDARY & TOPOGRAPHIC SURVEY SHEET FOR BENCHMARKS.

RECORD DRAWING

NO	DATE	REVISIONS
1	12/19/15	REVISIONS PER CITY COMMENTS DATED 12/03/15
2	02/29/16	REVISIONS PER CITY COMMENTS DATED 02/24/16

ENGINEER: FRANK A. PORTER, P.E. FL LIC. #56662

JOB # 13034 | PM: MARK FAP | DESIGNER: RID | CHECKED: RJL | DATE: JAN. 7, 2015

WINTER SPRINGS APARTMENTS
201 MICHAEL BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

UTILITY PLAN WEST

Small Business Enterprise
LOCHRANE Consulting Engineers Surveyors
1979-2015
Lochrane Engineering, P.A. 1211 Edgewater Drive, Orlando, Florida 32804 (407) 425-0452 FAX (407) 425-1415 www.Lochrane.com
CERTIFICATE OF AUTHORIZATION # 00000446

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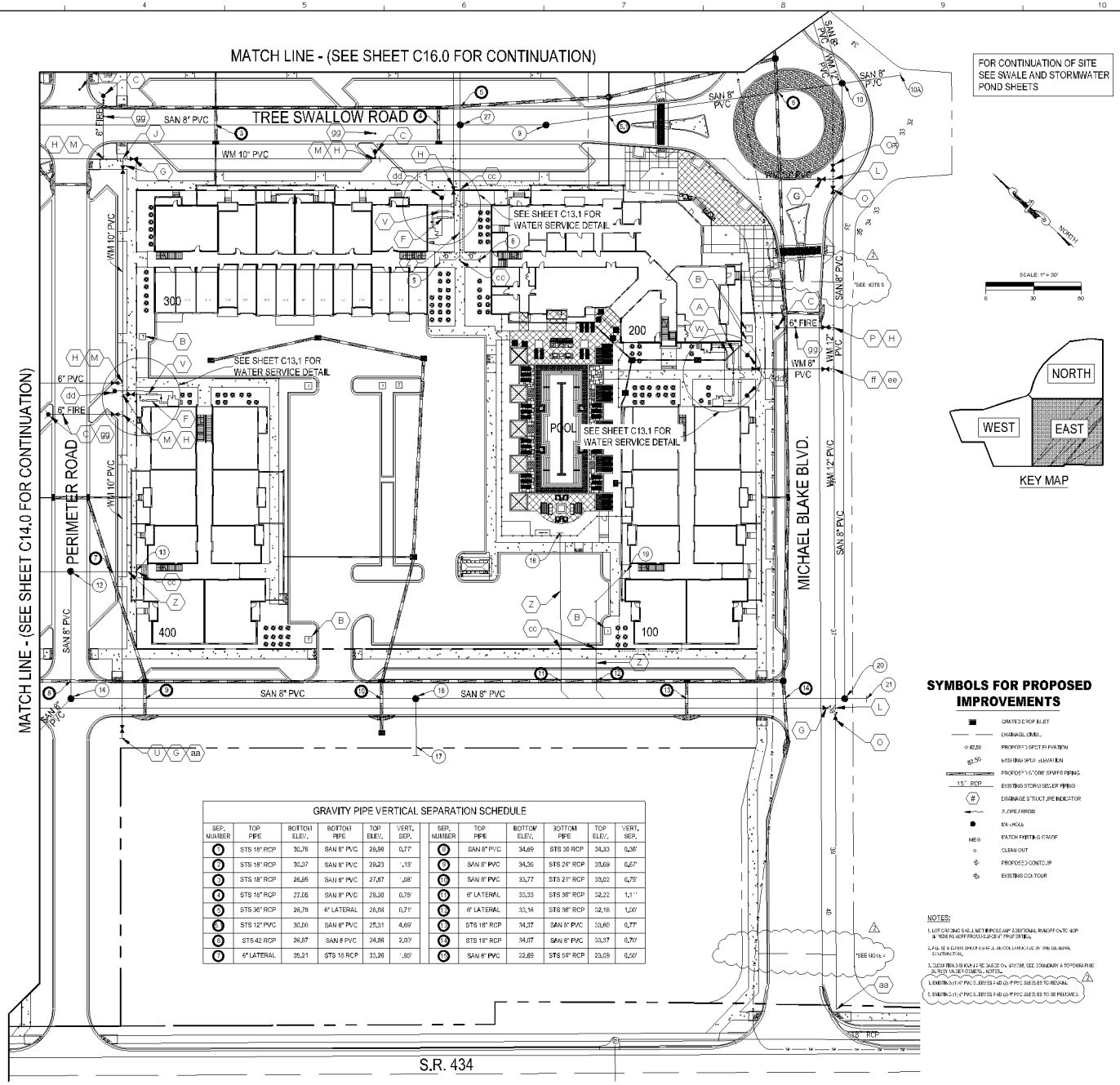
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UTILITY LEGEND

- (A) 8" WILKINS DDCVA FOR FIRE SPRINKLER, (SEE DETAIL 15 SHEET C28.0)
- (B) ELECTRICAL TRANSFORMER PAD, REFER TO ARCH, MEP PLANS FOR EXACT LOCATION
- (C) FIRE HYDRANT ASSEMBLY, (SEE DETAIL 3 SHEET C28.0)
- (D) 12"X10" WET TAP WITH 10" GATE VALVE.
- (E) CONNECT TO EXIST. 12" GV
- (F) 4" MASTER METER AND 4" RPZ (SEE DETAIL 12 SHEET C28.0).
- (G) 10" GATE VALVE, (SEE DETAIL 5 SHEET C28.0)
- (H) 6" GATE VALVE, (SEE DETAIL 5 SHEET C28.0)
- (J) 10" TEE
- (K) 10"X8" TEE
- (L) 12"X10" TEE
- (M) 10"X6"-TEE
- (N) 8"X6"-TEE
- (O) 12" GATE VALVE (SEE DETAIL 5, SHEET C28.0)
- (P) 12"X6" TEE
- (Q) CONNECT TO IRRIGATION (SEE IRRIGATION PLANS FOR INFORMATION)
- (R) CAP AND 2" BLOWOFF ASSEMBLY
- (S) 1" SERVICE TAP
- (T) 1" HOSE BIBB
- (U) 10" STUB
- (V) 6" WILKINS DDCVA FOR FIRE SPRINKLER, (SEE DETAIL 15 SHEET C28.0)
- (W) *** NOT USED ***
- (Z) 6" PVC SANITARY LATERAL @ 1.0% SLOPE (SEE DETAIL 4 SHEET C29.0)
- (aa) 2" BLOWOFF VALVE (SEE DETAIL 7 SHEET C28.0)
- (bb) TEMPORARY BYPASS (SEE DETAIL 8 SHEET C28.0)
- (cc) SANITARY SEWER CLEANOUT (SEE DETAIL 5 SHEET C29.0)
- (dd) FIRE DEPARTMENT CONNECTION
- (ee) 8" GATE VALVE (SEE DETAIL 5 SHEET C28.0)
- (ff) 12"X8" TEE
- (gg) BLUE RPM
- (hh) 12" TEE, 12" STUB

SANITARY SEWER SCHEDULE

STRUCT. NUMBER	STRUCT. TYPE	DOWN-STREAM STRUCT.	RIM ELEV.	INVERT ELEVATIONS IN	INVERT ELEVATIONS OUT	DOWNSTREAM PIPE LENGTH (FEET)	PIPE SIZE / TYPE	PERCENT SLOPE
1	6" STUB	—	—	—	33.39 E	—	6" PVC	1% MIN.
2	6" STUB	—	—	—	33.39 E	—	6" PVC	1% MIN.
3	TYPE I MH	4	36.48	31.26 S	29.71 E	238'	8" PVC	0.40%
4	TYPE I MH	27	35.55	28.75 W	28.65 E	287'	8" PVC	1.10%
5	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
6	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
7	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
8	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
9	TYPE I MH	10	33.65	24.87 W	24.77 E	187'	8" PVC	0.40%
10	TYPE I MH	22	34.41	30.88 S 24.62 W	23.92 N	190'	8" PVC	1.00%
10A	6" STUB	10	—	—	24.39 W	37'	8" PVC	1.00%
11	6" STUB	12	—	—	35.47 E	—	6" PVC	1% MIN.
12	TYPE I MH	14	37.97	35.07 E,W	34.97 S	78'	8" PVC	0.40%
13	6" STUB	12	—	—	35.47 W	—	6" PVC	1% MIN.
14	TYPE I MH	15	38.80	34.65 N,SW	34.55 E	215'	8" PVC	0.40%
15	6" STUB	14	—	—	34.95 NE	30'	6" PVC	1% MIN.
16	TYPE I MH	20	38.04	33.69 N,S	33.59 E	267'	8" PVC	0.40%
17	6" STUB	16	—	—	33.89 N	30'	8" PVC	1% MIN.
18	6" STUB	—	—	—	34.26 S	—	6" PVC	1% MIN.
19	6" STUB	—	—	—	33.92 W	—	6" PVC	1%
20	TYPE I MH	10	38.50	32.52 W,E	32.42 N	383'	8" PVC	0.40%
21	6" STUB	20	—	—	32.65 W	13'	8" PVC	1% MIN.
22	TYPE I MH	23	30.50	22.02 S	21.92 N	198'	8" PVC	1.00%
23	TYPE I MH	26	27.47	19.94 S 23.54 W	15.50 E	30'	8" PVC	0.40%
24	TYPE I MH	23	28.85	23.27 W	23.17 E	63'	8" PVC	1% MIN.
25	6" STUB	24	—	—	23.67	—	6" PVC	1% MIN.
26	LIFT STATION	—	28.50	11.88	SEE C27.0	—	—	—
27	TYPE I MH	9	33.47	25.49 W	25.39 E	53'	8" PVC	1% MIN.



GRAVITY PIPE VERTICAL SEPARATION SCHEDULE

SEP. NUMBER	TOP PIPE	BOTTOM ELEV.	BOTTOM PIPE	TOP ELEV.	VERT. SEP.	SEP. NUMBER	TOP PIPE	BOTTOM ELEV.	BOTTOM PIPE	TOP ELEV.	VERT. SEP.
A	STS 18" RCP	30.76	SAN 8" PVC	29.99	0.77'	F	SAN 8" PVC	34.69	STS 30 RCP	34.33	0.36'
B	STS 18" RCP	30.37	SAN 8" PVC	29.23	.13'	G	SAN 8" PVC	34.36	STS 24" RCP	33.69	0.67'
C	STS 18" RCP	29.95	SAN 8" PVC	27.87	.08'	H	SAN 8" PVC	33.77	STS 21" RCP	33.02	0.75'
D	STS 18" RCP	27.05	SAN 8" PVC	28.30	0.75'	I	6" LATERAL	33.33	STS 36" RCP	32.22	1.1''
E	STS 36" RCP	28.78	6" LATERAL	28.08	0.71'	J	6" LATERAL	33.18	STS 36" RCP	32.18	1.00'
K	STS 12" PVC	30.00	SAN 8" PVC	25.31	4.69'	L	STS 18" RCP	34.37	SAN 8" PVC	33.60	0.77'
M	STS 42 RCP	26.87	SAN 8" PVC	24.86	2.01'	N	STS 18" RCP	34.07	SAN 8" PVC	33.37	0.70'
O	6" LATERAL	35.21	STS 18 RCP	33.26	1.95'	P	SAN 8" PVC	22.89	STS 54" RCP	23.09	0.50'

SYMBOLS FOR PROPOSED IMPROVEMENTS

- GRATED DROP INLET
- DRAINAGE LINE
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED STORM SEWER PIPING
- EXISTING STORM SEWER PIPING
- DRAINAGE STRUCTURE INDICATOR
- SLOPE ARROW
- BENCHMARK
- MATCH EXISTING GRADE
- CLEAN OUT
- PROPOSED CONTOUR
- EXISTING CONTOUR

NOTES:

1. LOT GRADING SHALL NOT IMPOSE ANY ADDITIONAL RUNOFF QUANTITY OR VELOCITY ONTO ADJACENT PROPERTIES.
2. FAILURE TO GRADE SHOWN HEREON SHALL BE CONSTRUCTIVE OF THIS GENERAL CONTRACTOR.
3. ELEVATIONS SHOWN ARE TIED TO NGVD 29, SEE BOUNDARY & TOPOGRAPHIC SURVEY UNDER GENERAL NOTES.

1. EXISTING 8" PVC SANITARY SEWER PIPE AND DOWNSTREAM MANHOLE TO BE REMAINED.
2. EXISTING 8" PVC SANITARY SEWER PIPE AND DOWNSTREAM MANHOLE TO BE REMAINED.

RECORD DRAWING

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

UTILITY PLAN EAST

ENGINEER: FRANK A. PORTER, P.E. FL LIC. #56662

JOB # 13034 | P.M.: MHR | DESIGNER: RID | CHECKED: RJL

NO	DATE	REVISIONS
1	10/30/15	REVISIONS PER CITY COMMENTS DATED 10/23/15
2	12/30/15	REVISIONS PER CITY COMMENTS DATED 12/24/15

Small Business Enterprise | 1979-2015 | LOCHRANE Consulting Engineers Surveyors | 35 years | 1980 Lake Destiny Road, Suite 400, Orlando, Florida 32810 | Phone: 407.647.7275 | Fax: 407.647.7322 | www.lochrane.com | CERTIFICATE OF AUTHORIZATION # 00004836

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UTILITY LEGEND

- (A) 8" WILKINS DDCVA FOR FIRE SPRINKLER. (SEE DETAIL 15 SHEET C28.0)
- (B) ELECTRICAL TRANSFORMER PAD. REFER TO ARCH. MEP PLANS FOR EXACT LOCATION
- (C) FIRE HYDRANT ASSEMBLY. (SEE DETAIL 3 SHEET C28.0)
- (D) 12"X10" WET TAP WITH 10" GATE VALVE.
- (E) CONNECT TO EXIST. 12" GV
- (F) 4" MASTER METER AND 4" RPZ (SEE DETAIL 12 SHEET C28.0).
- (G) 10" GATE VALVE. (SEE DETAIL 5 SHEET C28.0)
- (H) 6" GATE VALVE. (SEE DETAIL 5 SHEET C28.0)
- (J) 10" TEE
- (K) 10"X8" TEE
- (L) 12"X10" TEE
- (M) 10"X6"-TEE
- (N) 8"X6"-TEE
- (O) 12" GATE VALVE (SEE DETAIL 5, SHEET C28.0)
- (P) 12"X6" TEE
- (Q) CONNECT TO IRRIGATION (SEE IRRIGATION PLANS FOR INFORMATION)
- (R) CAP AND 2" BLOWOFF ASSEMBLY
- (S) 1" SERVICE TAP
- (T) 1" HOSE BIBB
- (U) 10" STUB
- (V) 6" WILKINS DDCVA FOR FIRE SPRINKLER. (SEE DETAIL 15 SHEET C28.0)
- (W) 6" MASTER METER AND 6" RPZ (SEE DETAIL 12 SHEET C28.0).
- (Z) 6" PVC SANITARY LATERAL @ 1.0% SLOPE (SEE DETAIL 4 SHEET C29.0)
- (aa) 2" BLOWOFF VALVE (SEE DETAIL 7 SHEET C28.0)
- (bb) TEMPORARY JUMPER CONNECTION (SEE DETAIL 14 SHEET C28.0)
- (cc) SANITARY SEWER CLEANOUT (SEE DETAIL 5 SHEET C29.0)
- (dd) FIRE DEPARTMENT CONNECTION
- (ee) 8" GATE VALVE (SEE DETAIL 5 SHEET C28.0)
- (ff) 12"X8" TEE
- (gg) BLUE RPM
- (hh) 12" TEE, 12" STUB

SYMBOLS FOR PROPOSED IMPROVEMENTS

- GRATED CATCH INLET
- DRAINAGE DITCH
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED STORM SEWER PIPING
- EXISTING STORM SEWER PIPING
- DRAINAGE STRUCTURE INDICATOR
- SLOPE ARROW
- MAN HOLE
- MATCH LINE BUILDING GRADE
- CLEAN OUT
- PROPOSED CONTOUR
- EXISTING CONTOUR

NOTES:

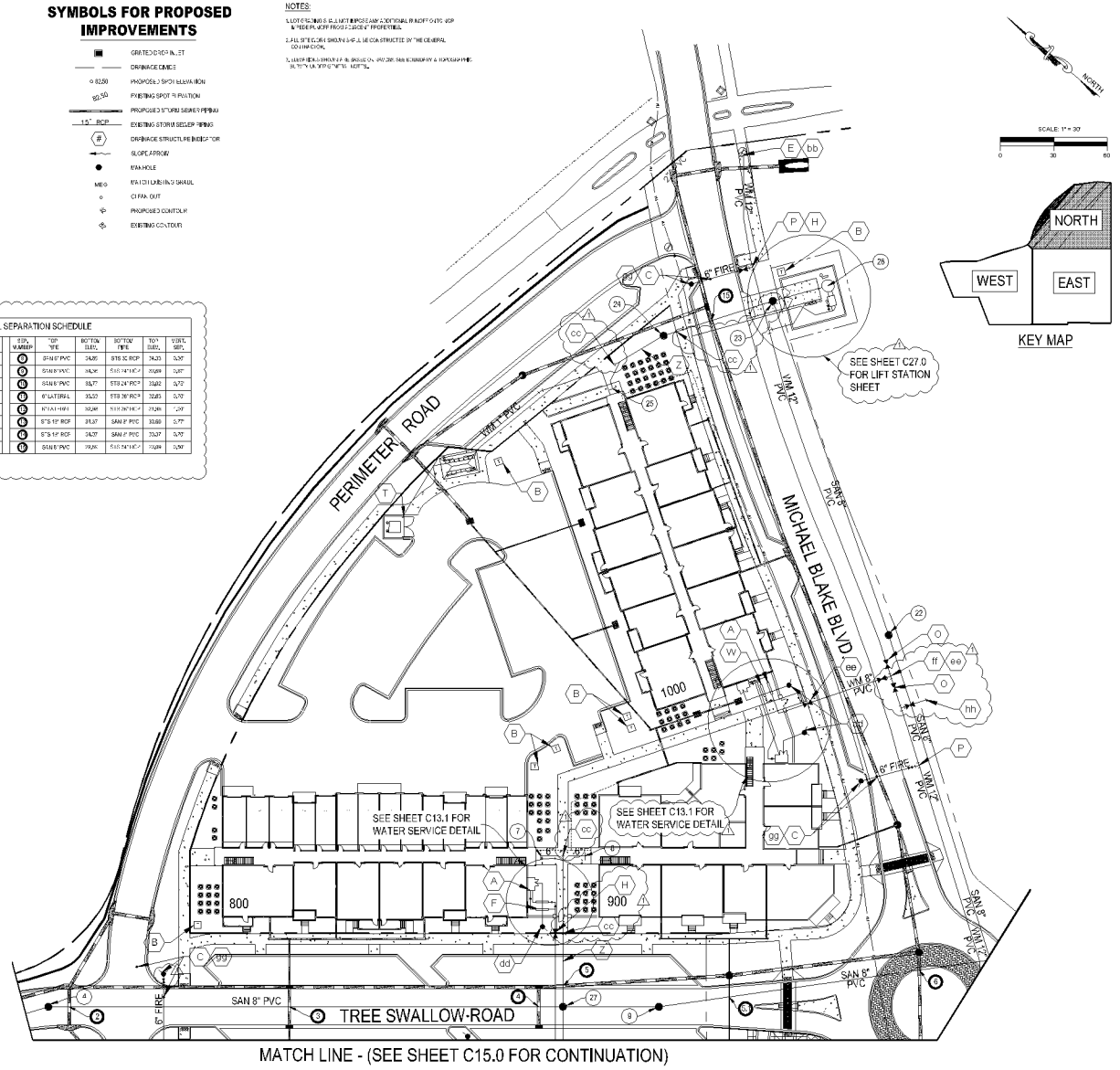
1. LOT GRADING S.W.M.P. NOT PROPOSED ANY ADDITIONAL RUNOFF ONTO ADJACENT PROPERTIES.
2. ALL SITE CONSTRUCTION SHOWN SHALL BE COORDINATED BY THE GENERAL CONTRACTOR.
3. UNDERGROUND UTILITIES SHOWN ARE BASED ON AVAILABLE RECORDS BY & FIELD MARKINGS BY UTILITY LOCATING AGENTS.

GRAVITY PIPE VERTICAL SEPARATION SCHEDULE

STR. NUMBER	TOP PIPE	BOTTOM ELEV.	BOTTOM PIPE	TOP ELEV.	VERT. SEP.	STR. NUMBER	TOP PIPE	BOTTOM ELEV.	BOTTOM PIPE	TOP ELEV.	VERT. SEP.
1	STS 18" RCP	35.76	SAN 8" PVC	29.89	5.77	15	STS 18" RCP	34.20	STS 30" RCP	34.23	0.03
2	STS 18" RCP	35.87	SAN 8" PVC	29.78	6.19	16	SAN 8" PVC	34.36	STS 24" RCP	33.89	0.53
3	STS 18" RCP	29.60	SAN 8" PVC	27.87	1.68	17	SAN 8" PVC	33.77	STS 24" RCP	33.82	0.72
4	STS 18" RCP	27.60	SAN 8" PVC	26.28	0.70	18	6" LATERAL	35.53	STS 36" RCP	32.83	0.70
5	STS 24" RCP	26.10	STS 18" RCP	24.88	0.17	19	STS 18" RCP	32.98	STS 36" RCP	31.98	1.00
6	STS 12" PVC	30.01	SAN 8" PVC	25.31	4.70	20	STS 18" RCP	31.37	SAN 8" PVC	30.60	0.77
7	STS 12" PVC	25.67	STS 8" PVC	24.98	0.69	21	STS 18" RCP	34.27	SAN 8" PVC	33.27	0.70
8	STS 18" RCP	25.27	STS 18" RCP	24.08	1.19	22	SAN 8" PVC	29.96	STS 24" RCP	29.89	0.07

SANITARY SEWER SCHEDULE

STRUCT. NUMBER	STRUCT TYPE	DOWN-STREAM STRUCT.	RIM ELEV.	INVERT ELEVATIONS IN	INVERT ELEVATIONS OUT	DOWNSTREAM PIPE LENGTH (FEET)	PIPE SIZE / TYPE	PERCENT SLOPE
1	6" STUB	—	—	—	33.39 E	—	6" PVC	1% MIN.
2	6" STUB	—	—	—	33.39 E	—	6" PVC	1% MIN.
3	TYPE I MH	4	36.48	31.25 S	29.71 E	238'	8" PVC	0.40%
4	TYPE I MH	27	35.55	28.75 W	28.65 E	287'	8" PVC	1.10%
5	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
6	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
7	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
8	6" STUB	—	—	—	26.40 E	—	6" PVC	1% MIN.
9	TYPE I MH	10	33.65	24.87 W	24.77 E	187'	8" PVC	0.40%
10	TYPE I MH	22	34.41	30.88 S 24.02 W	23.92 N	190'	8" PVC	1.00%
10A	6" STUB	10	—	—	24.39 W	37'	6" PVC	1.00%
11	6" STUB	12	—	—	35.47 E	—	6" PVC	1% MIN.
12	TYPE I MH	14	37.97	35.07 E,W	34.97 S	78'	8" PVC	0.40%
13	6" STUB	12	—	—	35.47 W	—	6" PVC	1% MIN.
14	TYPE I MH	16	38.80	34.65 N,S,W	34.55 E	215'	8" PVC	0.40%
15	6" STUB	14	—	—	34.95 NE	30'	6" PVC	1% MIN.
16	TYPE I MH	20	38.04	33.69 N,S	33.59 E	267'	8" PVC	0.40%
17	6" STUB	16	—	—	33.99 N	30'	8" PVC	1% MIN.
18	6" STUB	—	—	—	34.26 S	—	6" PVC	1% MIN.
19	6" STUB	—	—	—	33.18 S	—	6" PVC	1% MIN.
20	TYPE I MH	10	38.00	32.52 W,E	32.42 N	383'	8" PVC	0.40%
21	6" STUB	20	—	—	32.65 W	13'	8" PVC	1% MIN.
22	TYPE I MH	23	26.50	22.02 S	21.92 N	198'	6" PVC	1.00%
23	TYPE I MH	26	27.47	19.94 S 23.54 W	15.50 E	30'	8" PVC	0.40%
24	TYPE I MH	23	28.85	23.27 W	23.17 E	63'	8" PVC	1% MIN.
25	6" STUB	24	—	—	23.67	—	6" PVC	1% MIN.
26	LIFT STATION	—	28.50	11.88	SEE C27.0	—	—	—
27	TYPE I MH	9	33.47	25.49 W	25.39 E	53'	8" PVC	1% MIN.



MATCH LINE - (SEE SHEET C15.0 FOR CONTINUATION)

RECORD DRAWING

ENGINEER: FRANK A. PORTER, P.E. FL. LIC. #56662

NO	DATE	REVISIONS
1	07/07/15	REVISIONS PER CITY COMMENTS (LATEST REVISION)

JOB # 13034
FIELD BOOK: FAP
DESIGNED: RID
CHECKED: RJL
DATE: OCT. 13, 2015

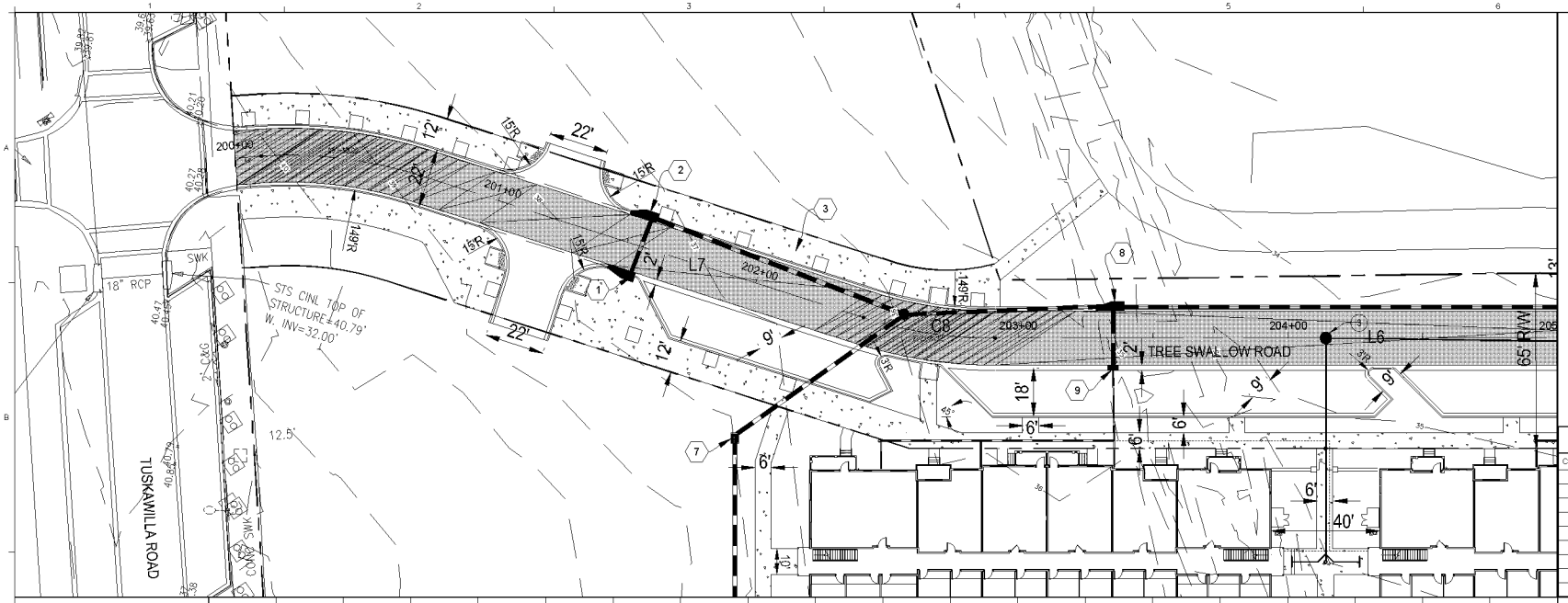
WINTER SPRINGS APARTMENTS
at
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

UTILITY PLAN NORTH

Small Business Enterprise
LOCHRANE Consulting Engineers Surveyors
1979-2015
www.lochrane.com

SHEET
C16.0

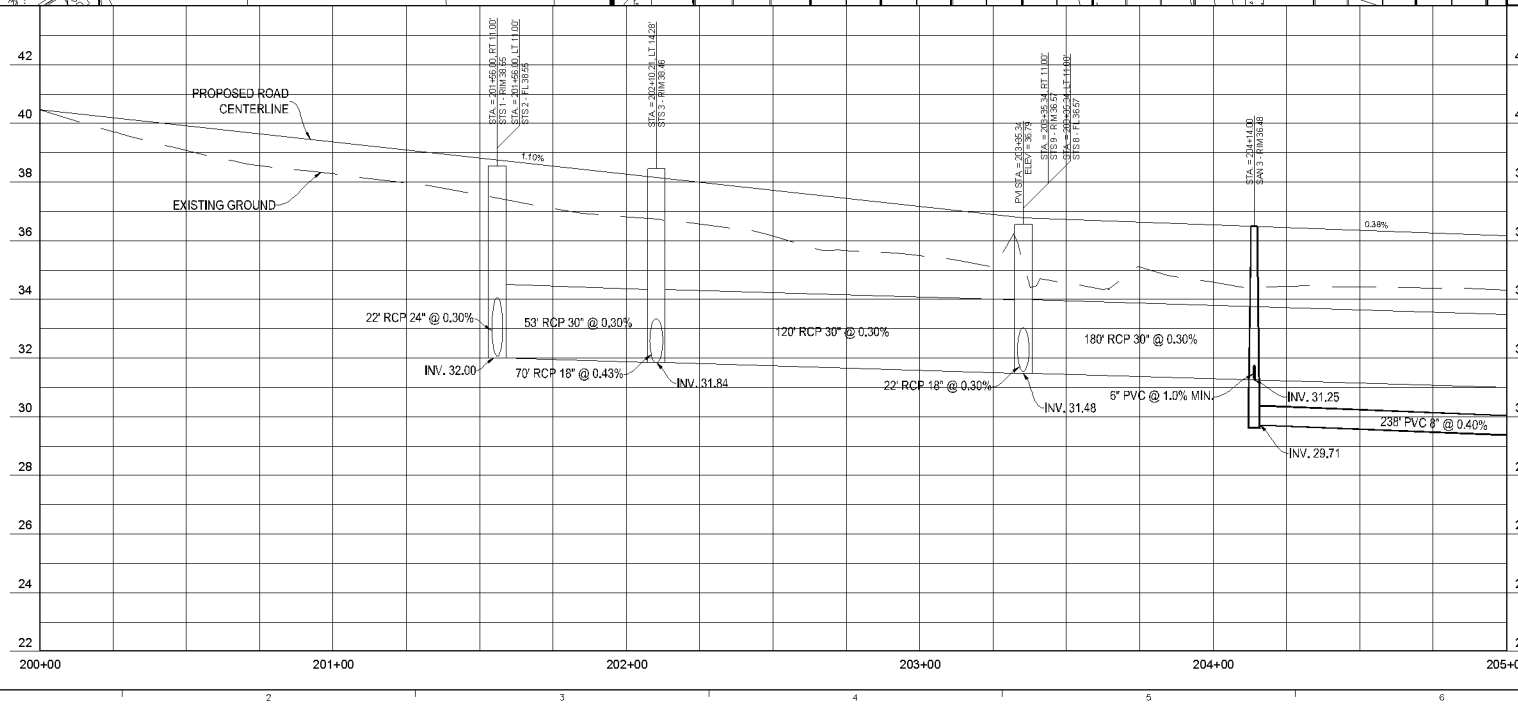
G:\13034.20\CONST\FINAL SITE\13034 C16.0 UTILITY PLAN NORTH.dwg - Oct 13, 2015 - 2:23pm



Line Table		
Line #	Length	Direction
L1	500.428	S51° 16' 44.00"W
L2	598.216	S51° 31' 43.26"W
L3	19.253	N88° 40' 00.72"W
L4	87.204	N77° 43' 06.59"W
L5	618.386	S38° 28' 16.74"E
L6	325.292	S56° 14' 40.63"E
L7	172.340	S38° 28' 35.71"E
L8	9.684	S59° 55' 04.00"E

Curve Table				
Curve #	Radius	Length	Delta	Bearing
C1	1000.000	394.334	22.59	S39° 58' 55.35"W
C2	974.000	232.424	13.67	S35° 31' 17.04"W
C3	160.000	35.766	12.81	S57° 56' 10.10"W
C4	500.000	235.528	26.99	S77° 50' 18.11"W
C5	500.000	95.543	10.95	N83° 11' 33.65"W
C6	160.000	77.075	27.60	N63° 55' 05.87"W
C7	160.000	49.632	17.77	S47° 21' 28.69"E
C8	160.000	49.616	17.77	S47° 21' 38.17"E
C9	160.000	59.875	21.44	S49° 11' 49.85"E

PROFILE SCALE: 1"= 20' HOR.E. 1"= 2' VERT.



ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062

JOB #	13034
FILE NAME	FAP
DESIGNER	RID
CHECKED	FAL
DATE	NO
12/10/15	1
12/10/15	2

REVISIONS
1 REVISIONS PER CITY COMMENTS DATED 12/02/15
2 REVISIONS PER CITY COMMENTS DATED 09/24/15

RECORD DRAWING
THE INFORMATION SHOWN ON THIS RECORD DRAWING WAS PROVIDED BY THE CONTRACTOR AND/OR SUBCONTRACTORS AND/OR SUPPLIERS AND/OR OTHERS. LOCHRANE ENGINEERING, INC. HAS NOT VERIFIED THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THIS RECORD DRAWING AND MAKES NO REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THIS RECORD DRAWING. LOCHRANE ENGINEERING, INC. SHALL NOT BE RESPONSIBLE FOR ANY DEFICIENCIES IN THE CONSTRUCTION WORK AS SHOWN ON THIS RECORD DRAWING.
ENGINEER:
FL LIC.#

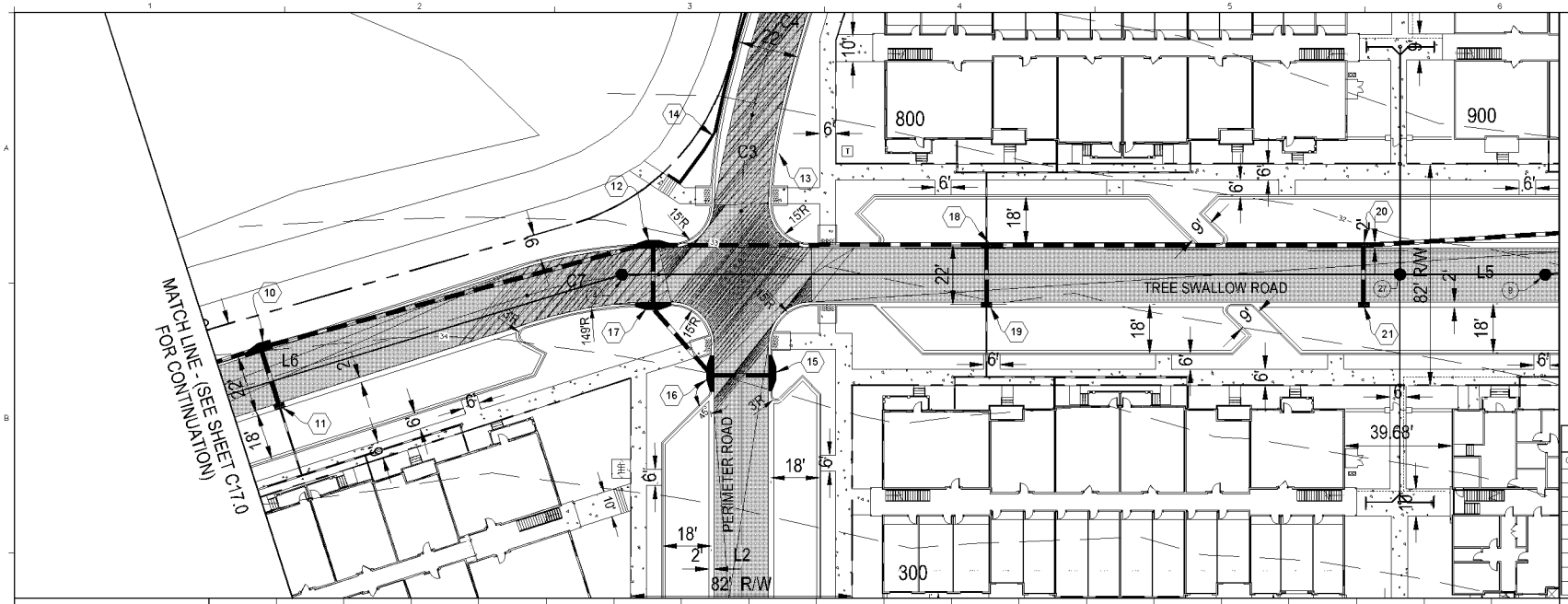
WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
IN
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

PLAN AND PROFILE - TREE SWALLOW RD

Small Business Enterprise
LOCHRANE Consulting Engineers Surveyors
1979-2015 36 YEARS
www.lochrane.com

SHEET
C17.0

C:\13034.20\CONST\FINAL SITE\13034 C17-C19 Tree Swallow Plan and Profile.dwg – Nov 19, 2015 – 10:33pm

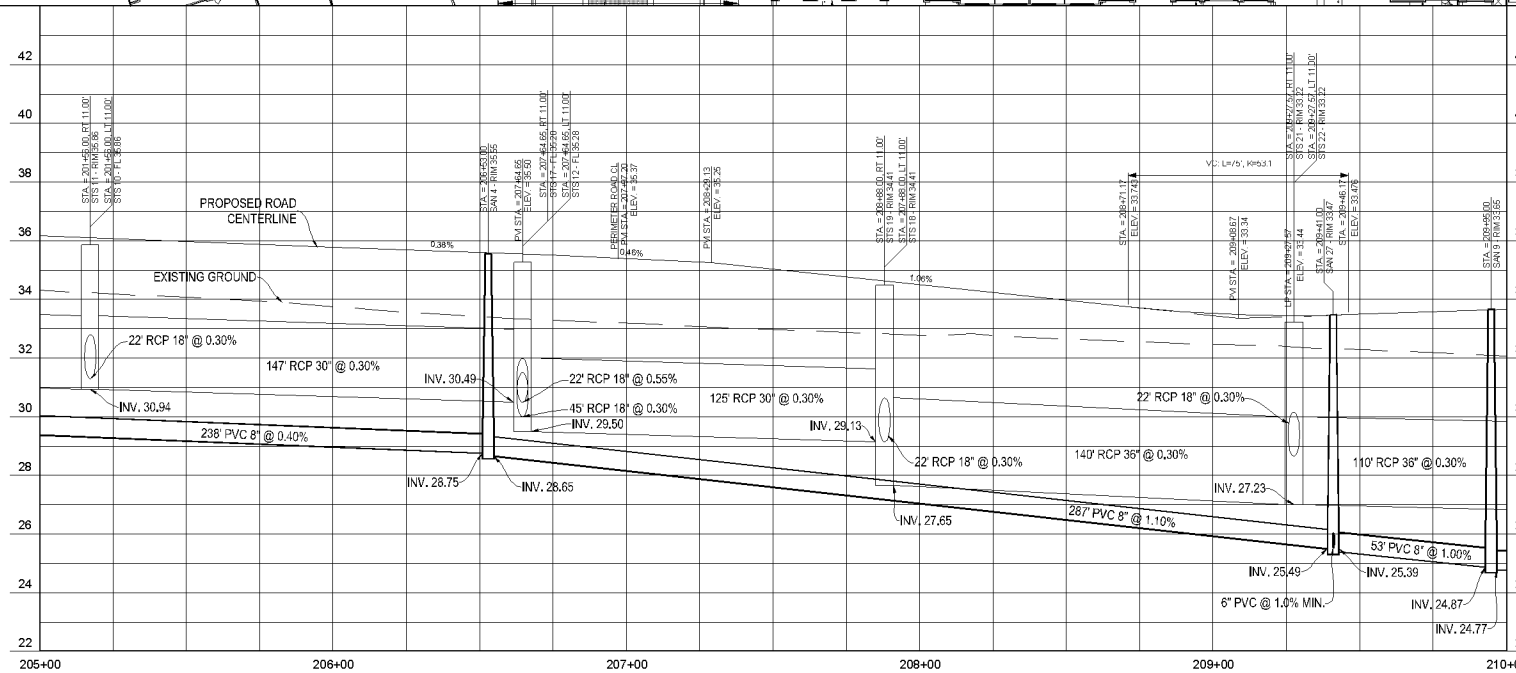


MATCH LINE - (SEE SHEET C19.0 FOR CONTINUATION)

Line Table		
Line #	Length	Direction
L1	500.428	S51° 16' 44.00"W
..2	588.216	S51° 31' 43.26"W
L3	19.253	N89° 40' 00.72"W
L4	87.204	N77° 43' 06.59"W
L5	618.386	S38° 28' 16.74"E
L6	325.292	S58° 14' 40.63"E
L7	172.340	S38° 28' 35.71"E
L8	9.694	S59° 55' 04.00"E

Curve Table				
Curve #	Radius	Length	Delta	Bearing
C1	1000.000	394.334	22.59	S39° 59' 55.35"W
C2	974.000	232.424	13.67	S35° 31' 17.04"W
C3	160.000	35.786	12.81	S57° 56' 10.10"W
C4	500.000	235.528	26.99	S77° 50' 18.11"W
C5	500.000	95.543	10.95	N83° 11' 33.65"W
C6	160.000	77.075	27.60	N63° 55' 05.87"W
C7	160.000	49.632	17.77	S47° 21' 28.69"E
C8	160.000	49.618	17.77	S47° 21' 38.17"E
C9	160.000	59.875	21.44	S49° 11' 49.85"E

PROFILE SCALE:
1"= 20' HOR.E.
1"= 2' VERT.



RECORD DRAWING

WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA

IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

PLAN AND PROFILE - TREE SWALLOW RD

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062

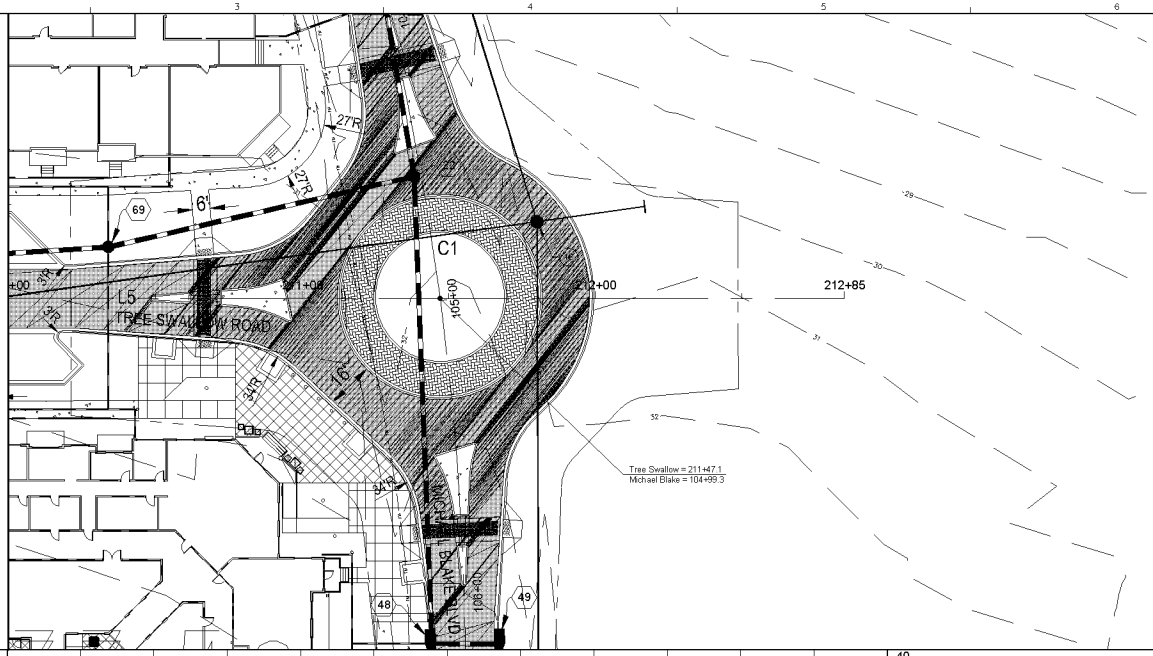
NO	DATE	REVISIONS
1	1/13/15	REVISIONS PER CITY COMMENTS DATED 1/30/15
2	10/15/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

JOB # 13034
FAP
DESIGNER RID
CHECKED RJL
DATE Nov. 7, 2015

Small Business Enterprise
1979-2015
Consulting Engineers
Surveyors
LOCHRANE
ENGINEERING, P.A.
CA 00005151

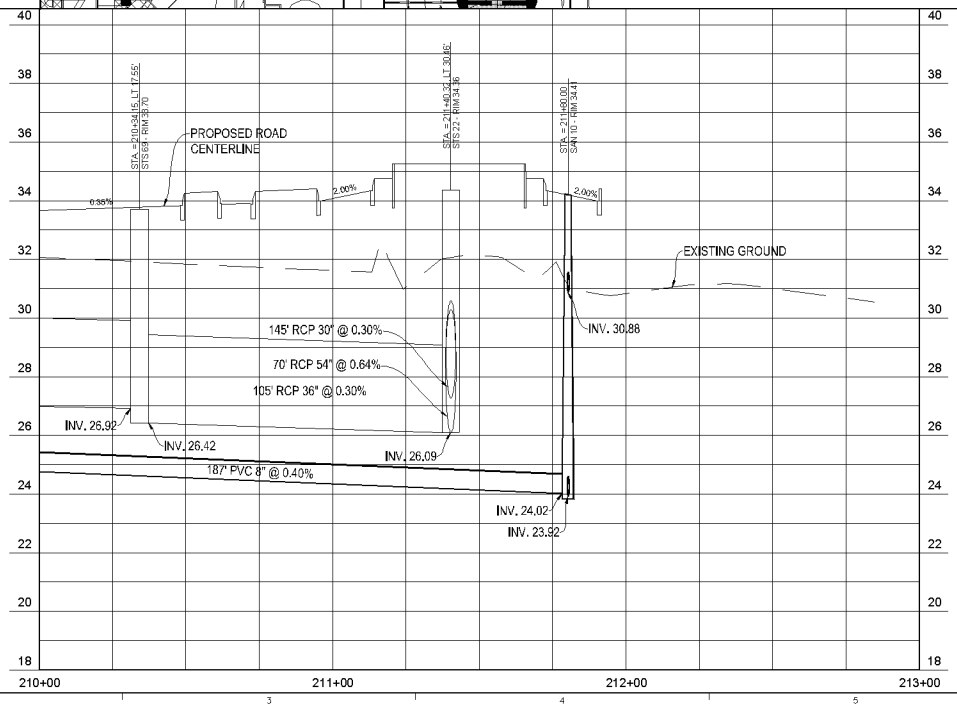
SHEET
C18.0

C:\13034.20\CONST\FINAL SITE\13034 C17-C19 Tree Swallow Plan and Profile.dwg - Nov 19, 2015 - 10:34pm



Line Table		
Line #	Length	Direction
L1	500.428	S51° 16' 44.00"W
L2	588.216	S51° 31' 43.26"W
L3	19.253	N88° 40' 00.72"W
L4	87.204	N77° 43' 06.59"W
L5	618.386	S38° 28' 16.74"E
L6	325.292	S56° 14' 40.63"E
L7	172.340	S38° 28' 35.71"E
L8	9.694	S59° 55' 04.00"E

Curve Table				
Curve #	Radius	Length	Delta	Bearing
C1	1000.000	394.334	22.59	S39° 58' 55.35"W
C2	974.000	232.424	13.67	S35° 31' 17.04"W
C3	160.000	35.786	12.81	S57° 58' 10.10"W
C4	500.000	235.528	26.99	S77° 50' 18.11"W
C5	500.000	95.543	10.95	N83° 11' 33.65"W
C6	160.000	77.075	27.60	N63° 55' 05.87"W
C7	160.000	49.632	17.77	S47° 21' 28.69"E
C8	160.000	49.618	17.77	S47° 21' 38.17"E
C9	160.000	59.875	21.44	S49° 11' 49.85"E



PROFILE SCALE:
1"= 20' HOR.E.
1"= 2' VERT.

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062

JOB #	13034
FIELD BK/PG	FAP
DESIGNER	RID
CHECKED	RJL

DATE: Nov. 5, 2015

NO	DATE	REVISIONS
1	10/15/15	REVISIONS PER CITY COMMENTS DATED 10/02/15
2	10/15/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

RECORD DRAWING
I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT RECORD OF THE CONSTRUCTION PERFORMED BY THE CONTRACTOR AND THAT THE CONSTRUCTION WAS INSPECTED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE PLANS AND SPECIFICATIONS.
ENGINEER:
FL LIC. #

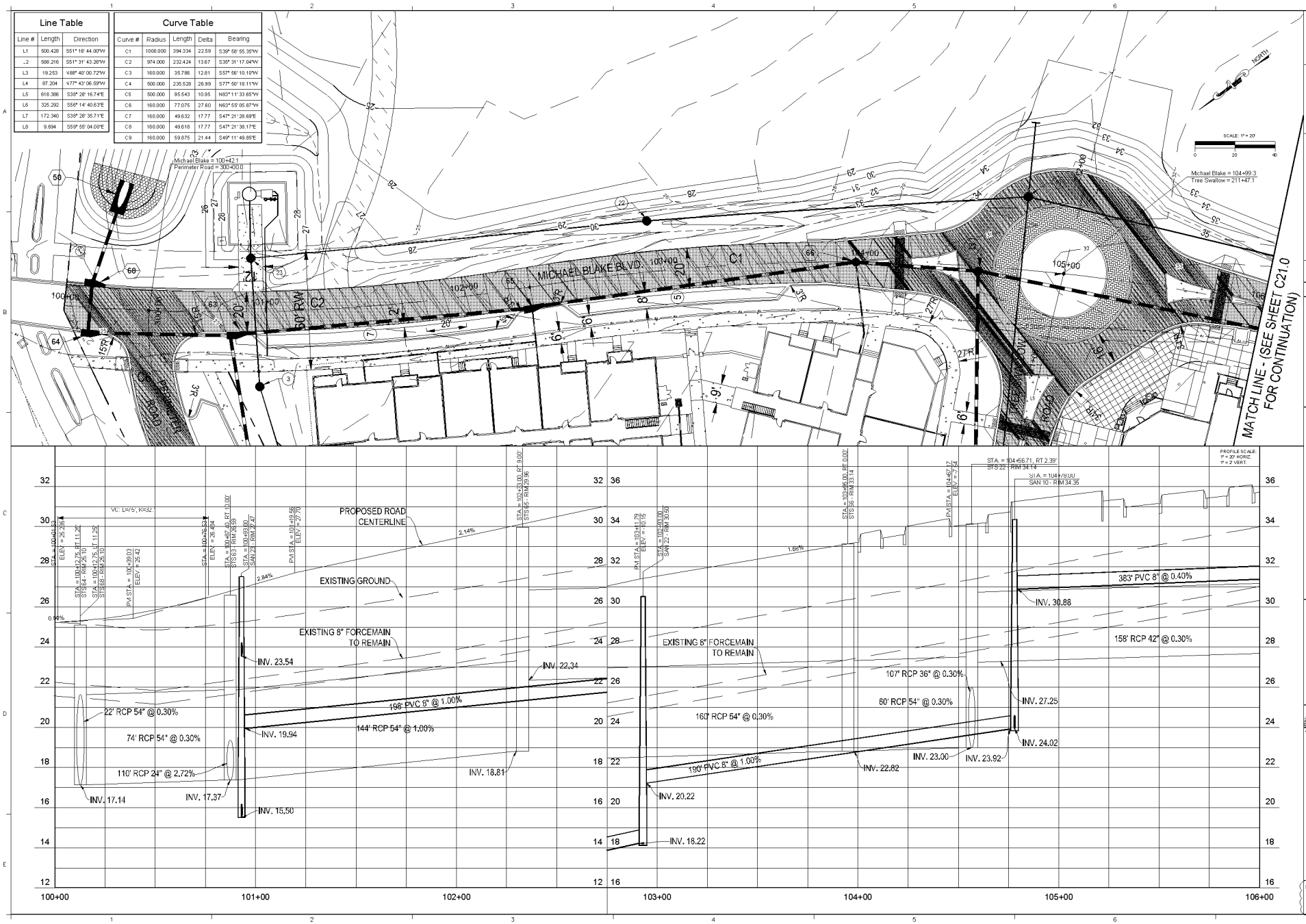
WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
IN
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

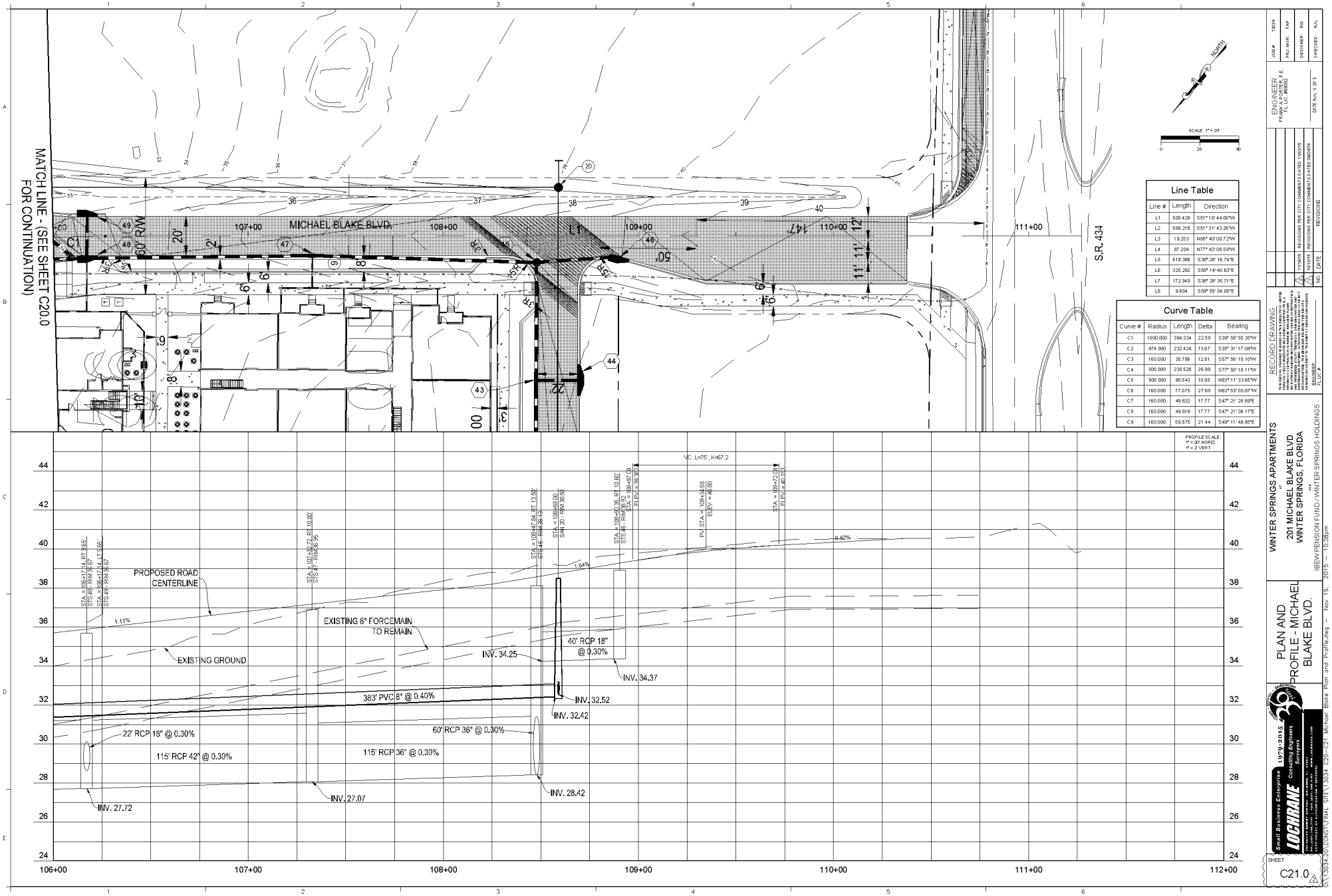
PLAN AND PROFILE - TREE SWALLOW RD

Small Business Enterprise
LOCHRANE
1979-2015
Consulting Engineers
Surveyors

SHEET
C19.0

C:\13034.20\CONST\FINAL SITE\13034 C17-C19 Tree Swallow Plan and Profile.dwg — Nov 19, 2015 - 10:35pm


Line Table
Line # | Length | Direction
L1 | 500.428 | S51° 18' 44.00"W
L2 | 588.216 | S51° 31' 43.26"W
L3 | 19.253 | N88° 40' 00.72"W
L4 | 87.204 | N77° 43' 06.59"W
L5 | 618.386 | S38° 28' 16.74"E
L6 | 325.292 | S56° 14' 40.63"E
L7 | 172.340 | S36° 28' 35.71"E
L8 | 9.894 | S59° 55' 04.00"E
Curve Table
Curve # | Radius | Length | Delta | Bearing
C1 | 1000.000 | 394.334 | 22.59 | S39° 58' 55.35"W
C2 | 974.000 | 232.424 | 13.67 | S35° 31' 17.04"W
C3 | 160.000 | 35.786 | 12.81 | S57° 56' 10.10"W
C4 | 500.000 | 235.528 | 26.99 | S77° 50' 18.11"W
C5 | 500.000 | 95.543 | 10.95 | N83° 11' 33.65"W
C6 | 160.000 | 77.075 | 27.60 | N63° 55' 05.87"W
C7 | 160.000 | 49.632 | 17.77 | S47° 21' 28.69"E
C8 | 160.000 | 49.618 | 17.77 | S47° 21' 38.17"E
C9 | 160.000 | 59.875 | 21.44 | S49° 11' 49.85"E
Michael Blake = 100+42.1
Perimeter Road = 300+00.0
MICHAEL BLAKE BLVD.
C1
C2
50' RW
Perimeter Road
Tree Swallow Road
Michael Blake = 104+99.3
Tree Swallow = 211+47.1
SCALE: 1" = 20'
NORTH
MATCH LINE - (SEE SHEET C21.0 FOR CONTINUATION)
PROFILE SCALE:
1" = 20' HORIZ.
1" = 2 VERT.
PROPOSED ROAD CENTERLINE
EXISTING GROUND
EXISTING 8" FORCEMAIN TO REMAIN
EXISTING 6" FORCEMAIN TO REMAIN
22' RCP 54" @ 0.30%
74' RCP 54" @ 0.30%
110' RCP 24" @ 2.72%
198' PVC 8" @ 1.00%
144' RCP 54" @ 1.00%
160' RCP 54" @ 0.30%
190' PVC 8" @ 1.00%
60' RCP 54" @ 0.30%
107' RCP 36" @ 0.30%
158' RCP 42" @ 0.30%
383' PVC 8" @ 0.40%
INV. 17.14
INV. 17.37
INV. 15.50
INV. 18.81
INV. 19.94
INV. 22.34
INV. 23.54
INV. 18.22
INV. 20.22
INV. 22.82
INV. 23.00
INV. 23.92
INV. 24.02
INV. 27.25
INV. 30.88
100+00
101+00
102+00
103+00
104+00
105+00
106+00
ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062
RECORD DRAWING
DESIGNED - RJD
DRAWN - FAP
CHECKED - RJL
JOB # 13034
DATE
REVISIONS
WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS
PLAN AND PROFILE - MICHAEL BLAKE BLVD.
Small Business Enterprise
LOCHRANE
Consulting Engineers
Surveyors
1979-2015
SHEET
C20.0
C:\13034.20\CONST\FINAL SITE\13034 C20-C21 Michael Blake Plan and Profile.dwg - Nov 19, 2015 - 10:37pm



Line Table		
Line #	Length	Direction
L1	500.428	S51° 16' 44.00"W
L2	588.216	S51° 31' 43.26"W
L3	19.253	N88° 40' 00.72"W
L4	87.204	N77° 43' 06.59"W
L5	618.386	S38° 28' 16.74"E
L6	325.292	S56° 14' 40.63"E
L7	172.340	S38° 28' 35.71"E
L8	9.694	S59° 55' 04.00"E

Curve Table				
Curve #	Radius	Length	Delta	Bearing
C1	1000.000	394.334	22.59	S39° 58' 55.36"W
C2	974.000	232.424	13.67	S35° 31' 17.04"W
C3	160.000	35.786	12.81	S57° 56' 10.10"W
C4	500.000	235.528	26.99	S77° 50' 16.11"W
C5	500.000	95.543	10.95	N83° 11' 33.65"W
C6	160.000	77.075	27.60	N63° 55' 05.87"W
C7	160.000	49.632	17.77	S47° 21' 26.69"E
C8	160.000	49.618	17.77	S47° 21' 38.17"E
C9	160.000	59.875	21.44	S49° 11' 49.85"E

RECORD DRAWING

NO	DATE	REVISIONS
1	12/16/15	REVISIONS PER CITY COMMENTS DATED 12/02/15
2	12/30/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

ENGINEER
FRANK A. PORTER, P.E.
FLA. LIC. #56062

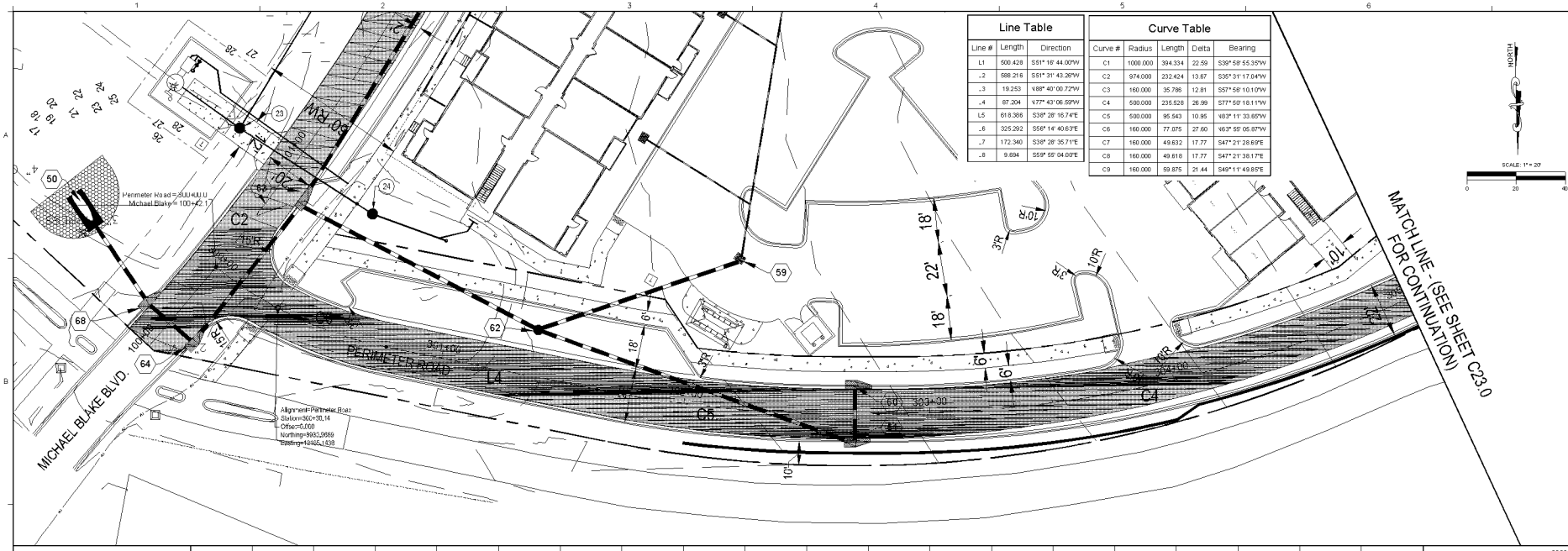
JOB # 13034
FIL NAME: FAP
DESIGNER: RID
CHECKED: RJL
DATE: Nov. 3, 2015

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

PLAN AND PROFILE - MICHAEL BLAKE BLVD.

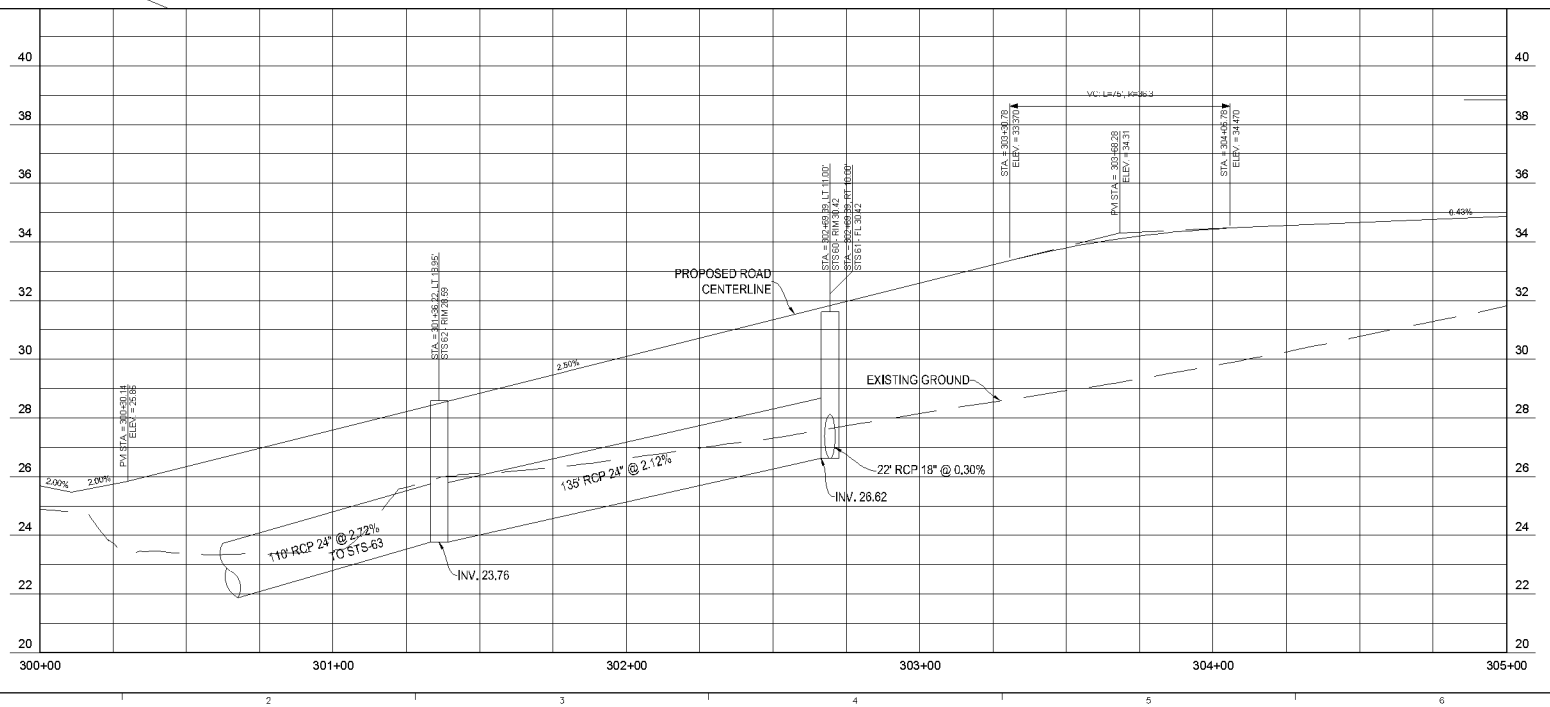
SHEET
C21.0

Small Business Enterprise
1979-2015
LOCHRANE Consulting Engineers Surveyors
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Line Table		
Line #	Length	Direction
L1	500.428	S51° 19' 44.00"W
L2	588.216	S51° 31' 43.26"W
L3	19.253	N88° 40' 00.72"W
L4	87.204	N77° 43' 06.59"W
L5	618.366	S38° 28' 16.74"E
L6	325.292	S56° 14' 40.63"E
L7	172.340	S38° 28' 35.71"E
L8	9.694	S59° 55' 04.00"E

Curve Table				
Curve #	Radius	Length	Delta	Bearing
C1	1000.000	394.334	22.59	S39° 58' 55.35"W
C2	974.000	232.424	13.67	S35° 31' 17.04"W
C3	160.000	35.786	12.81	S57° 58' 10.10"W
C4	500.000	235.528	26.99	S77° 50' 16.11"W
C5	500.000	95.543	10.95	N83° 11' 33.65"W
C6	160.000	77.075	27.60	N63° 55' 05.87"W
C7	160.000	49.632	17.77	S47° 21' 28.69"E
C8	160.000	49.618	17.77	S47° 21' 38.17"E
C9	160.000	59.875	21.44	S49° 11' 49.85"E



ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062

JOB # 13034
FIL NAME: FAP
DESIGNER: RD
CHECKED: RJL
DATE: Nov. 19, 2015

NO	DATE	REVISIONS
1	12/18/15	REVISIONS PER CITY COMMENTS DATED 12/02/15
2	12/30/15	REVISIONS PER CITY COMMENTS DATED 12/30/15

RECORD DRAWING
ENGINEER:
FL LIC. #

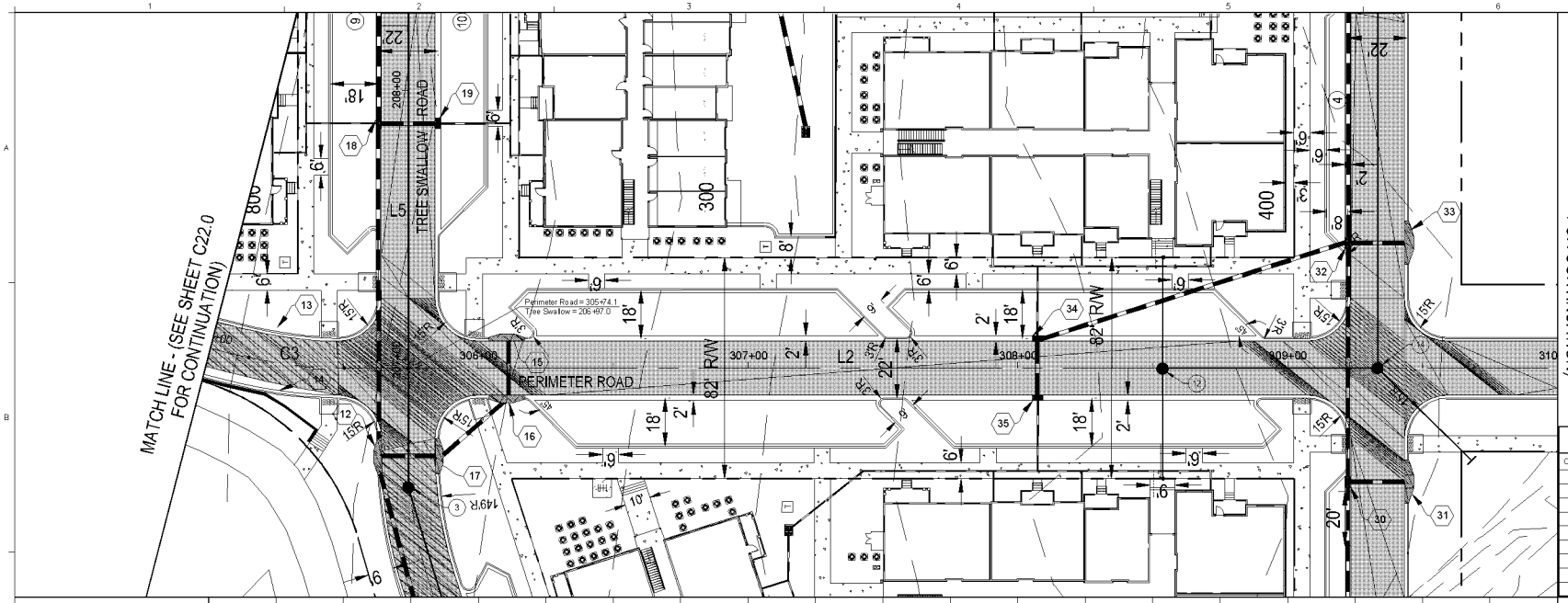
WINTER SPRINGS APARTMENTS
at
201 MICHAEL BLAKE BLVD
in
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

PLAN AND PROFILE - PERIMETER ROAD

Small Business Enterprise
1979-2015
LOCHRANE
Consulting Engineers
Surveyors

SHEET
C22.0

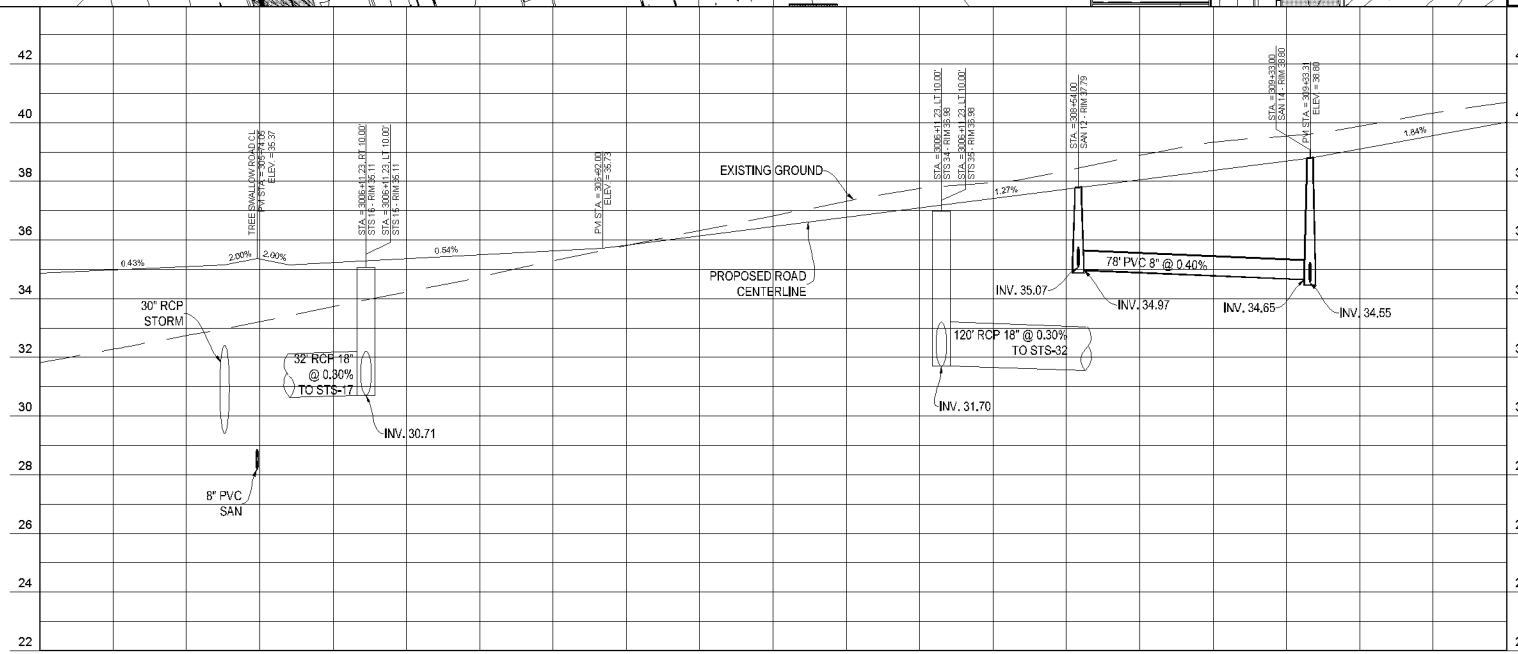
O:\13034.20\CONST\FINAL SITE\13034 C22-C24 Perimeter Road Plan and Profile.dwg - Nov 19, 2015 - 10:41pm



Line Table		
Line #	Length	Direction
L1	500.428	S51° 16' 44.00"W
L2	588.216	S51° 31' 43.26"W
L3	19.253	N86° 40' 00.72"W
L4	87.204	N77° 43' 06.59"W
L5	618.386	S38° 28' 16.74"E
L6	325.292	S56° 14' 40.63"E
L7	172.340	S38° 28' 35.71"E
L8	9.894	S59° 55' 04.00"E

Curve Table				
Curve #	Radius	Length	Delta	Bearing
C1	1000.000	394.334	22.59	S39° 59' 55.35"W
C2	974.000	232.424	13.67	S35° 31' 17.04"W
C3	160.000	35.786	12.81	S57° 56' 10.10"W
C4	500.000	235.528	26.99	S77° 50' 18.11"W
C5	500.000	95.543	10.95	N83° 11' 33.65"W
C6	160.000	77.075	27.60	N63° 55' 05.87"W
C7	160.000	49.632	17.77	S47° 21' 28.69"E
C8	160.000	49.618	17.77	S47° 21' 38.17"E
C9	160.000	59.875	21.44	S49° 11' 49.85"E

PROFILE SCALE
1"= 20' HORIZ.
1"= 2' VERT.



ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062

JOB #	13034
FIL NAME	FAP
DESIGNER	RID
CHECKED	RJL
DRT. No.	13 23 2

NO	DATE	REVISIONS
1	12/15/15	REVISIONS PER CITY COMMENTS DATED 12/03/15
2	12/15/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

RECORD DRAWING

THE INFORMATION SHOWN ON THIS PLAN WAS PROVIDED BY THE CONTRACTOR AND/OR OTHERS AND IS NOT THE RESPONSIBILITY OF THE ENGINEER OF RECORD. THE ENGINEER OF RECORD ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.

ENGINEER
FL LIC.#

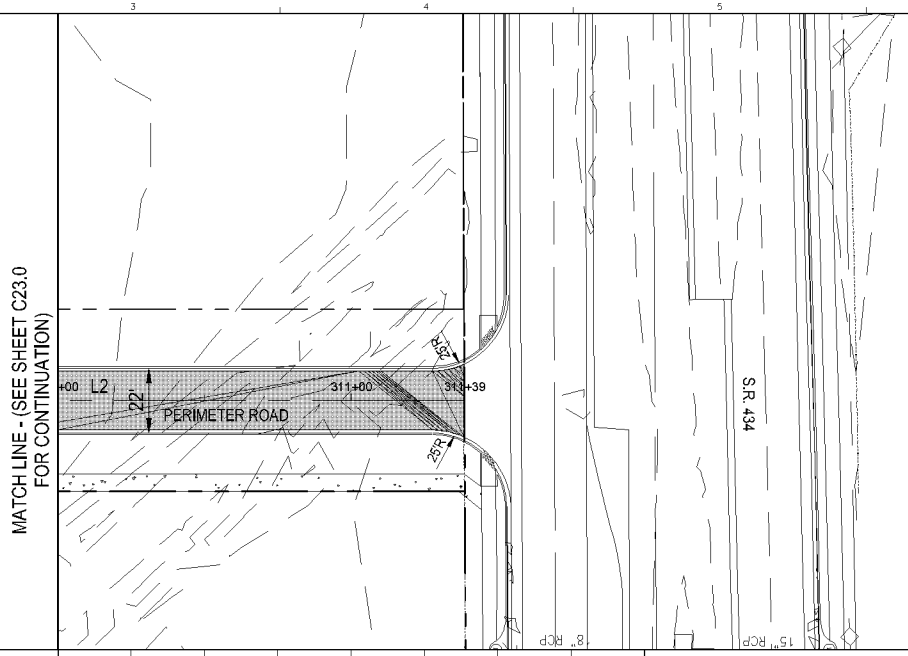
WINTER SPRINGS APARTMENTS
at
201 MICHAEL BLAKE BLVD
in
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

PLAN AND PROFILE - PERIMETER ROAD

SHEET
C23.0

Small Business Enterprise
1979-2015
Celebrating 36 Years
LOCHRANE
Consulting Engineers
Surveyors
1626 Lee Road, Suite 150, Winter Park, Florida 32789
Phone (407) 644-2314 Fax (407) 644-2318
www.lochrane.com
Certificate of Authorization #00000446

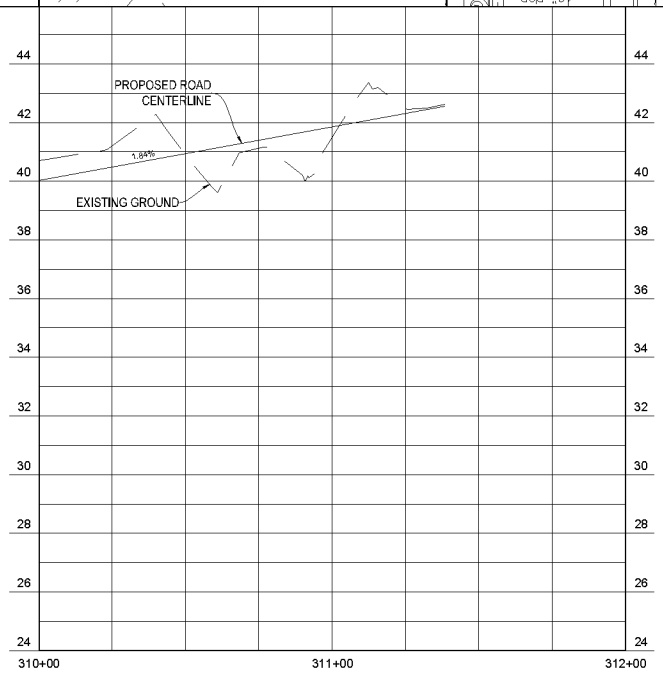
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Line Table		
Line #	Length	Direction
L1	500.428	S51° 16' 44.00"W
L2	588.216	S51° 31' 43.26"W
L3	19.253	N66° 40' 00.72"W
L4	87.204	N77° 43' 06.59"W
L5	618.386	S38° 28' 16.74"E
L6	325.292	S56° 14' 40.63"E
L7	172.340	S38° 28' 35.71"E
L8	9.694	S59° 55' 04.00"E

Curve Table				
Curve #	Radius	Length	Delta	Bearing
C1	1000.000	394.334	22.59	S39° 58' 55.35"W
C2	974.000	232.424	13.67	S35° 31' 17.04"W
C3	160.000	35.786	12.81	S57° 59' 10.10"W
C4	500.000	235.528	26.99	S77° 50' 16.11"W
C5	500.000	95.543	10.95	N83° 11' 33.65"W
C6	160.000	77.075	27.60	N63° 55' 05.87"W
C7	160.000	49.632	17.77	S47° 21' 28.69"E
C8	160.000	49.618	17.77	S47° 21' 38.17"E
C9	160.000	59.875	21.44	S49° 11' 49.85"E

PROFILE SCALE:
1"= 20' HORIZ.
1"= 2' VERT.



JOB # 13034
PAL MAPP. FAP
DESIGNER RID
CHECKED PAL
DATE (MM/DD/YY)

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062

NO	DATE	REVISIONS
1	10/30/15	REVISIONS PER CITY COMMENTS DATED 10/30/15
2	10/19/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

RECORD DRAWING
THE INFORMATION SHOWN ON THIS PLAN WAS COMPILED FROM RECORDS FURNISHED BY THE CONTRACTOR AND OTHERS AND DOES NOT REPRESENT A FIELD SURVEY MADE BY THIS OFFICE. THIS OFFICE MAKES NO GUARANTEE AS TO THE ACCURACY OF THE INFORMATION SHOWN HEREON.
ENGINEER
FL LIC.#

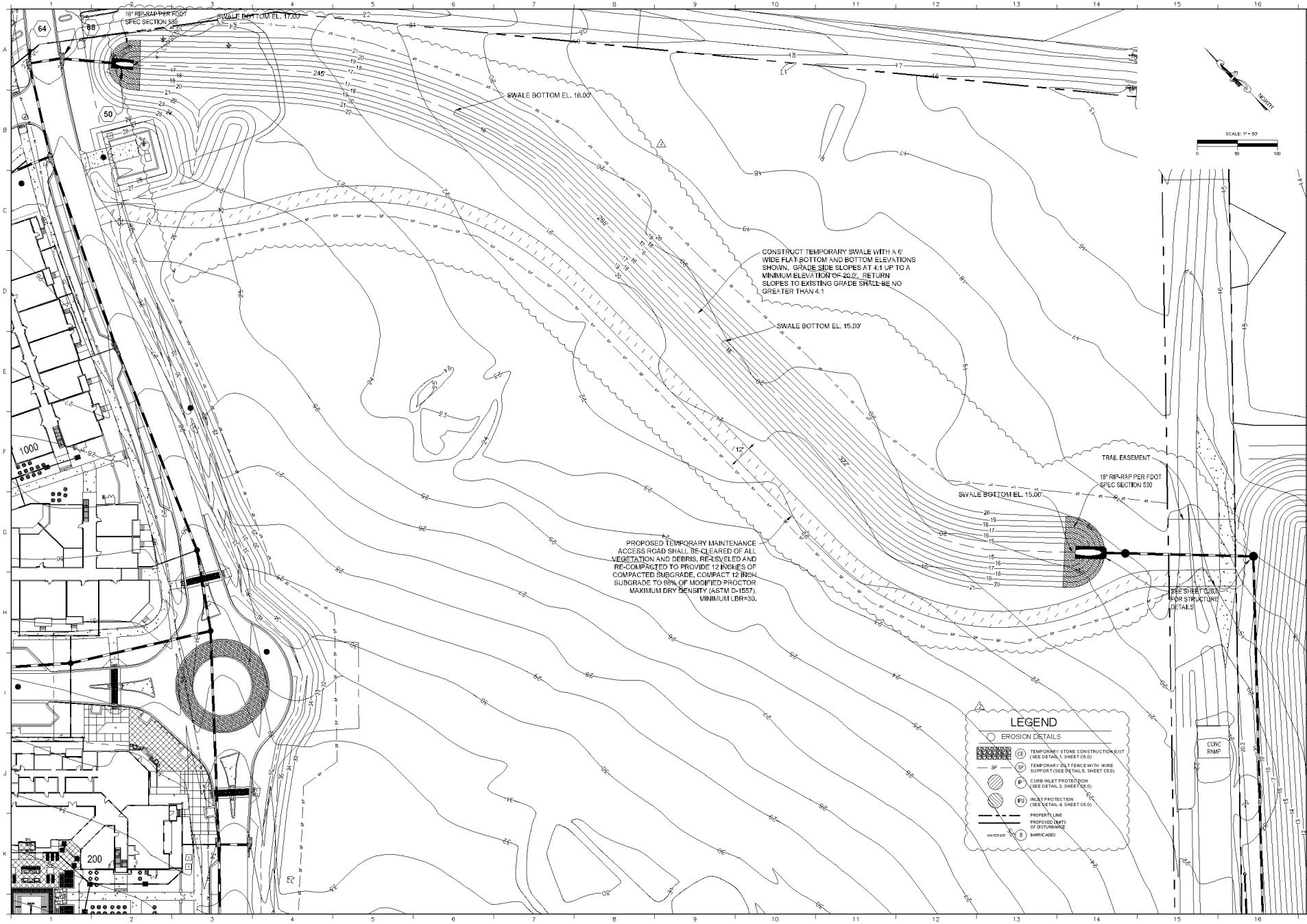
WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
IN
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

PLAN AND PROFILE - PERIMETER ROAD

Small Business Enterprise
1979-2015
LOCHRANE
Consulting Engineers
Surveyors

SHEET
C24.0

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ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

JOB #	13034
PM / MGR.	FAP
DESIGNER	RID
CHECKED	RJL

DATE: JAN. 7, 2015

NO	DATE	REVISIONS
1	07/30/15	REVISIONS PER CITY COMMENTS DATED 7/30/2015
2	10/13/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

RECORD DRAWING
I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION OF THE IMPROVEMENTS AS CONSTRUCTED BASED ON SURVEYS PERFORMED BY ME OR UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEYS WERE PERFORMED WITH AN ACCURACY AS REQUIRED BY CHAPTER 5J-17.051 FLORIDA ADMINISTRATIVE CODE.
DESIGNER
FL LIC. #

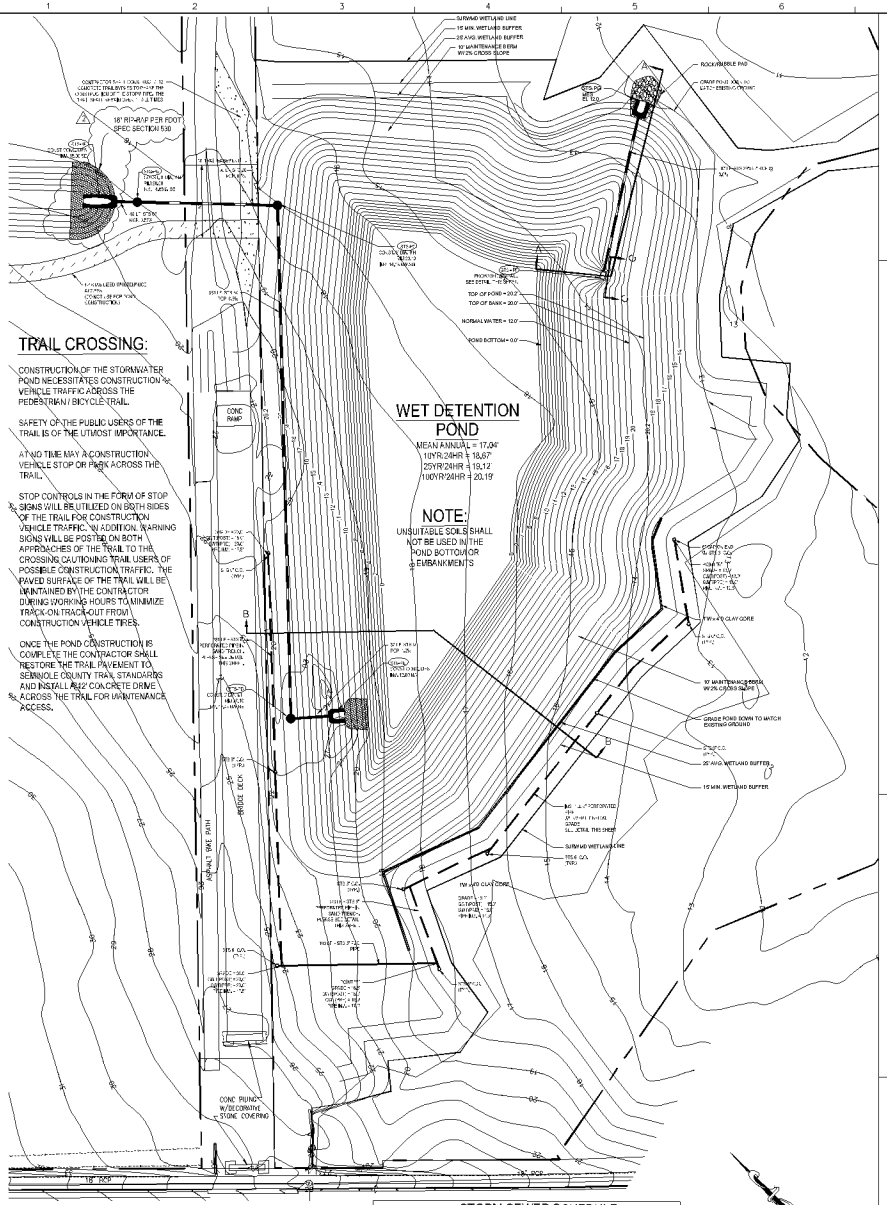
WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
IN
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

SWALE PLAN

Small Business Enterprise
1979-2015
LOCHRANE Consulting Engineers Surveyors
CERTIFICATE OF AUTHORIZATION # 6709

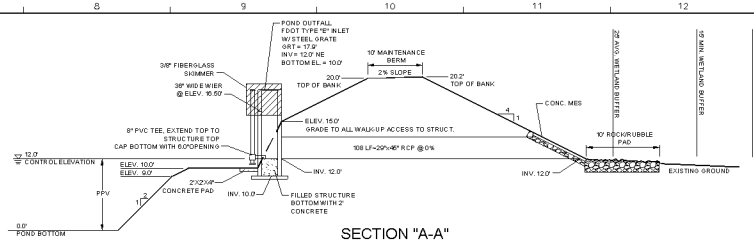
SHEET
C25.0

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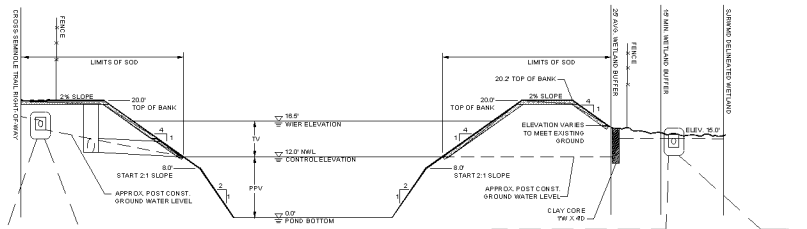


STORM SEWER SCHEDULE

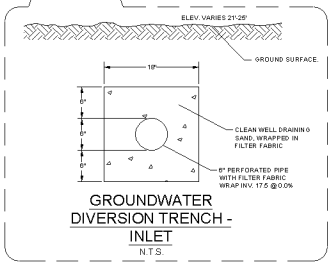
STRUCTURE NUMBER	DOWNSTREAM STRUCTURE	STRUCTURE TYPE	TOP OF GRATE / INVERT	DIAMETER / DIMENSIONS IN	OUT	PIPE LENGTH (FEET)	PIPE SIZE / TYPE	STRUCTURE NOTES
(P1)	P2	60" MH	—	—	19.00 IN	74'	18" RCP	1.5%
(P2)	P3	5'-0" MH	19.00 IN	18.75 IN	14.88 IN	99'	18" RCP	1.5%
(P3)	P4	5'-0" MH	18.50 IN	14.38 IN	14.13 IN	35'	18" RCP	1.5%
(P4)	FF	5'-0" MH	FIELD FIT	13.63 IN	13.13 IN	71'	18" RCP	1.5%
(P5)	—	60" D.I.	—	14.25 IN	—	—	—	—
(P6)	—	CONFIRM STRUCTURE	SEE DETAIL	SEE DETAIL THIS SHEET		10'	24" RCP	10.0%
(P7)	—	WALL	—	52.00	—	—	—	—



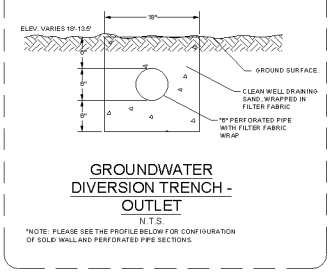
SECTION "A-A"
N.T.S.



SECTION "B-B"
N.T.S.



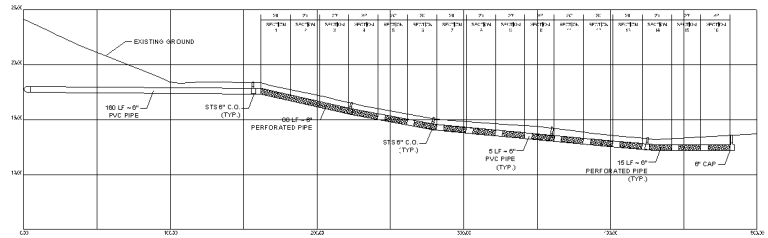
GROUNDWATER DIVERSION TRENCH - INLET
N.T.S.



GROUNDWATER DIVERSION TRENCH - OUTLET
N.T.S.

NOTE:
FILTER FABRIC WRAPS SHALL BE TENCATE MIRAFI HP-370 OR EQUIVALENT

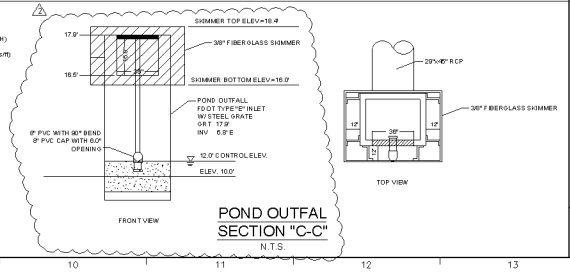
*NOTE: PLEASE SEE THE PROFILE BELOW FOR CONFIGURATION OF SOLID WALL AND PERFORATED PIPE SECTIONS.



DIVERSION TRENCH PROFILE
N.T.S.

Section	Pressure Head (ft)	Perf. Length (ft)	Solid Pipe Length (ft)	*Discharge Capacity (cfs)
1	6.26	20	0	**2.33**
2	6.86	20	0	**2.44**
3	7.46	20	0	**2.54**
4	8.06	20	0	**2.64**
5	8.57	15	5	**2.04**
6	9.07	15	5	**2.10**
7	9.55	15	5	**2.16**
8	9.90	15	5	**2.19**
9	10.30	15	5	**2.24**
10	10.66	15	5	**2.27**
11	10.81	15	5	**2.30**
12	11.06	15	5	**2.32**
13	11.24	15	5	**2.34**
14	11.39	15	5	**2.36**
15	11.39	15	5	**2.36**
16	11.39	15	5	**2.36**

* Discharge Capacity, Q = C * A * sqrt(2 * g * H)
C = 0.6
A = (0.000905 SF) x (PERF LNGTH) x(12 slots/ft)
g = 32.2 ft/s^2
H = Pressure Head



POND OUTFAL SECTION "C-C"
N.T.S.

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

NO	DATE	REVISIONS
1	12/19/15	REVISIONS PER CITY COMMENTS DATED 12/03/15
2	12/21/15	REVISIONS PER CITY COMMENTS DATED 12/14/15

RECORD DRAWING
I HEREBY CERTIFY THAT THE ENGINEERING FEATURES CONTAINED IN THESE AS-BUILT / RECORD DRAWINGS AND THAT FACILITIES WERE CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS; AND THAT THE SURVEY DATA SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
ENGINEER:
FL LIC. #

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

STORMWATER POND SHEET

Small Business Enterprise
1979-2015
LOCHRANE Consulting Engineers Surveyors
CERTIFICATE OF AUTHORIZATION # 27000436

JOB # 13034
FAP
DESIGNER: RID
CHECKED: PAL
DATE: JUN. 2, 2015

SHEET
C26.0

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NOTES:
- SCADA CONTROLS TO BE OBTAINED FROM CURRY CONTROLS COMPANY OF LAKELAND, FLORIDA

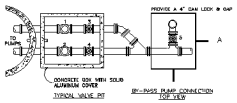
- INSTALL CONDUIT SEAL IN ALL ELECTRICAL CONDUIT BETWEEN THE LIFT STATION AND CONTROL PANEL BOX.

Item No.	Description	QTY.
01	Duplex ERU - 20ft Antenna	1
02	1 1/4 Dia. 2' #40 SS Galvanized Bolt Flange	1
03	1 1/4 Dia. 2' #40 SS Hardware & Galvanized Pipe with Cap	1
04	Water Cooler	1
05	Pelican Hot Water	As Req.
06	1 Dia 2' #304 SS Weldolet & Galvanized Pipe Electrical Connect	As Req.
07	1 Dia. Galvanized Pipe Nipple	1
08	1 Galvanized 1 1/4 NPT SS Pipe Union Cap	1
09	Grounding Rods	As Req.
10	Cell Signal Lights & Panel	1
11	Wiring Harness & Connectors	1
12	Weatherproof Hasp and Cover	1
13	18"W x 12"D x 8"H - 316SS - NEMA 4X Type 316 Enclosure	1
14	Antenna Base - PROSA 4X 8 X 8	1
15	Mounting Brackets	1
16	Vehicle Mast	1
17	10' Dia. 2" SS Strap Round Corrosion Base	1
18	11' - 0 3/4" Straight #40 Stainless Mast	1

SYSTEM STATUS	ELEVATION (NAVD88)
ALARM/SIGNAL ON	16.42'
SECOND PUMP ON	14.42'
FIRST PUMP ON	13.42'
PUMPS OFF	9.92'

City of Winter Springs
SCADA Antenna Detail

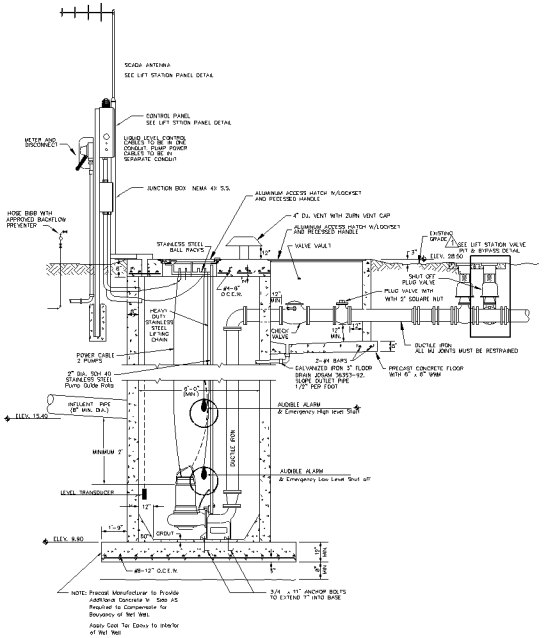
TR Detail 13-25.51DT





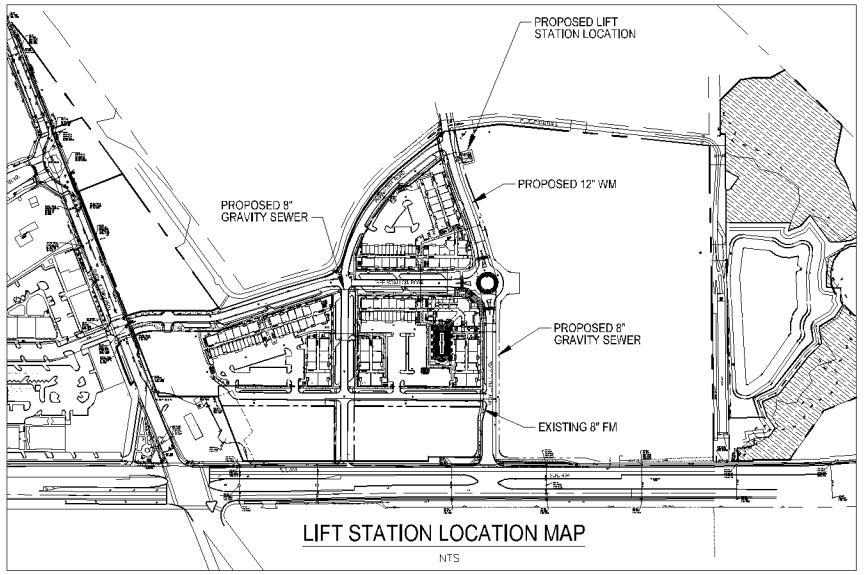
NOTES:
1. 1 & 2 ARE CHECK VALVES
2. 3, 4, & 5 ARE PLUG VALVES
3. VALVE BOX SHALL BE INSTALLED AND ADJUSTED AT GRADE AND SHALL HAVE CONCRETE COLLAR 18" x 18" x 4" MINIMUM
4. ALL JOINTS ARE TO BE RESTRAINED WITH MEGA RING OR MEGA A LUG RESTRAINTS

LIFT STATION VALVE PIT & BYPASS

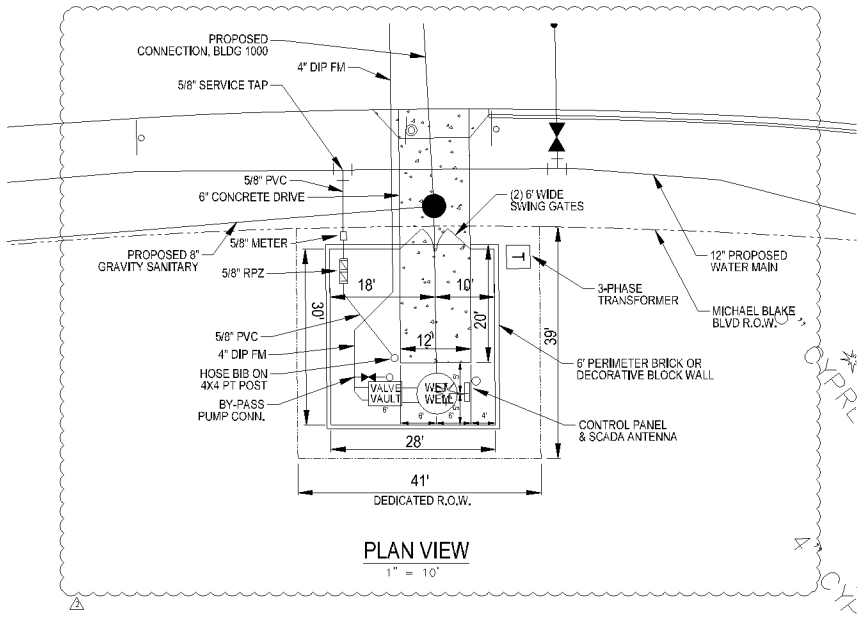


LIFT STATION DETAILS

W/S DETAIL 12-28-04 D1



LIFT STATION LOCATION MAP
NTS



PLAN VIEW
1" = 10'

RECORD DRAWING

NO	DATE	REVISIONS
1	12/31/15	REVISED PLANS PER LIFT COMMENTS DATED 3/24/15
2	5/19/15	REVISIONS PER CITY COMMENTS DATED 1/30/15

ENGINEER
FRANK A. CYMBROWITZ, P.E.
FL LIC. #56082
DATE: Nov. 19, 2015

JOB # 13034
FIL NAME: FAP
DESIGNER: RID
CHECKED: RJL

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
for
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

LIFT STATION SHEET

SHEET
C27.0

Small Business Enterprise
1979-2015 Celebrating 36 Years
LOCHRANE Consulting Engineers Surveyors
www.lochrane.com

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PVC PIPE DIAMETERS								
FITTINGS	4"	6"	8"	10"	12"	16"	18"	20"
TEE	30	45	70	75	95	120	140	165
END CAPS AND VALVES ON THE END OF THE MAIN	50	110	115	121	141	180	220	240
90° BENDS	40	40	45	50	60	75	75	95
45° BENDS	20	20	20	30	30	40	40	50
22 1/2° BENDS	10	10	10	10	10	20	20	20
11 1/4° BENDS	10	10	10	10	10	10	10	10

DUCTILE IRON PIPE APPLICATIONS

MINIMUM LINEAR FEET OF PVC PIPE TO BE RESTRAINED

DUCTILE IRON DIAMETERS												
FITTINGS	6"	***	8"	***	10"	***	12"	***	16"	***	18"	***
TEE	36	45	54	81	72	108	90	126	117	171	171	198
END CAPS AND VALVES ON THE END OF THE MAIN	45	90	81	126	99	153	117	171	144	216	162	243
90° BENDS	36	36	36	45	45	54	54	63	72	81	72	90
45° BENDS	18	18	18	27	27	27	27	27	36	36	36	45
22 1/2° BENDS	9	9	9	9	9	18	18	18	18	18	18	18
11 1/4° BENDS	9	9	9	9	9	9	9	9	9	9	9	9

*** = DUCTILE IRON PIPE WITH POLYETHYLENE WRAP

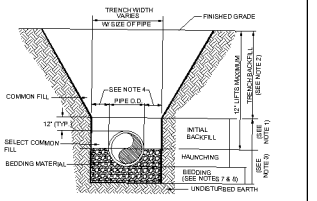
NOTE:

* THE LINEAR FOOTAGE OF PIPE IS MEASURED FROM THE BEND OR FITTING OUT TO THE AMOUNT SHOWN ON THE CHART; ANY BELL OF JOINT THAT FALLS WITHIN THAT LINEAR FOOTAGE SHALL HAVE A BELL OR JOINT RESTRAINT INSTALLED.

PIPE JOINT RESTRAINT DETAIL

NTS

13

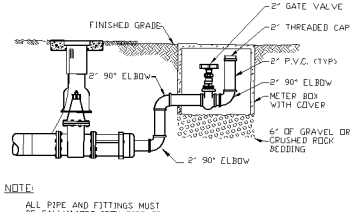


NOTES:
1. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY, PER AASHTO T-180. DENSITY TEST SHALL BE PROVIDED TO THE CITY BY AN APPROVED LAB.
2. TYPE "A" BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
3. 15" MAXIMUM/12" MINIMUM FOR PIPE DIAMETER LESS THAN 24".
4. 24" MAXIMUM/12" MINIMUM FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM/TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE A 4" MINIMUM FOR PIPE DIAMETERS UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. UTILITIES SHALL DETERMINE (IN THE FIELD) THE REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES.

BEDDING & TRENCHING - TYPE A

NTS

10

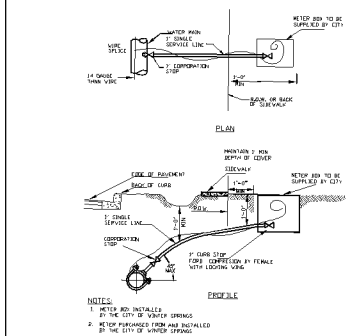


NOTE:

ALL PIPE AND FITTINGS MUST BE GALVANIZED IRON PIPE OR SCHEDULE 80 P.V.C.

BLOWOFF VALVE

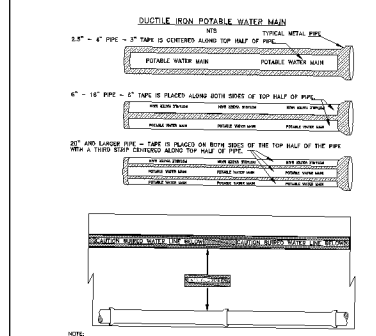
7



NOTES:
1. METER BOX INSTALLED BY THE CITY OF WINTER SPRINGS
2. METER PURCHASED FROM AND INSTALLED BY THE CITY OF WINTER SPRINGS

POTABLE WATER SINGLE SERVICE CONNECTION

4



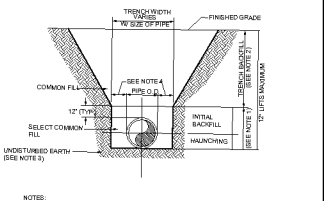
NOTE:
Standard Non-Detectable Warning Tape
Water Line Tape is 3" Wide and Blue With Black Lettering
Sewer Line Tape is 3" Wide and Green With Black Lettering
Force Main Tape is 3" Wide and Brown With Black Lettering

PIPE IDENTIFICATION AND WARNING TAPE

1

NOT USED

14

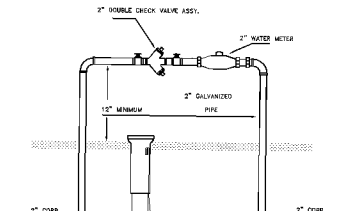


NOTES:
1. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY, PER AASHTO T-180. DENSITY TEST SHALL BE PROVIDED TO THE CITY BY AN APPROVED LAB.
2. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
3. 15" MAXIMUM/12" MINIMUM FOR PIPE DIAMETERS LESS THAN 24".
4. 24" MAXIMUM/12" MINIMUM FOR PIPE DIAMETERS 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPES ARE TO BE INSTALLED WITH THE BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES.

BEDDING & TRENCHING - TYPE B

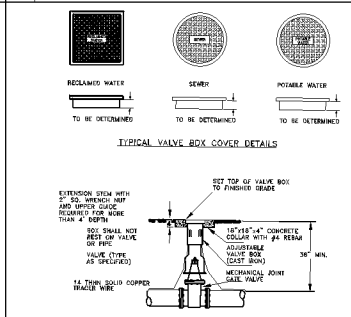
NTS

11



TEMPORARY BYPASS

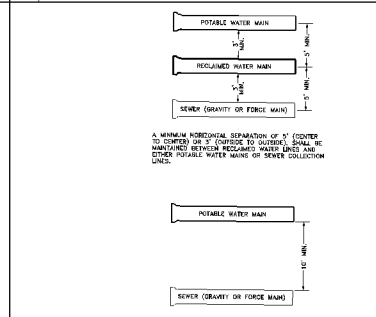
8



TYPICAL VALVE AND VALVE BOX DETAIL

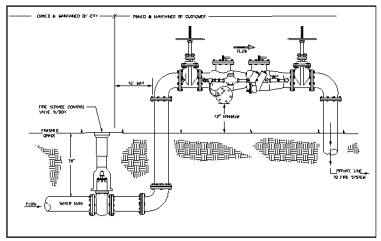
VALVE, VALVE BOX AND COVER

5



MINIMUM HORIZONTAL SEPARATION REQUIREMENTS FOR POTABLE, RECLAIMED, AND SEWER LINES

2

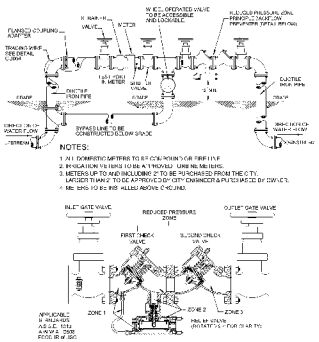


WILKINS 375ADA REDUCED PRESSURE DETECTOR BACKFLOW PREVENTER - ABOVE GROUND

NTS

NOTE:
BY CITY OF WINTER SPRINGS

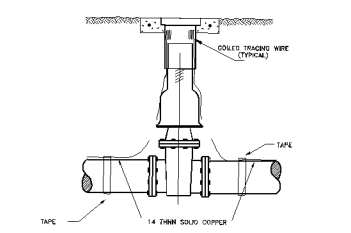
15



NOTE:
METER AND BY-PASS TO BE INSTALLED OUTSIDE OF ROW

MASTER METER ASSEMBLY WITH BY-PASS & REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY

12

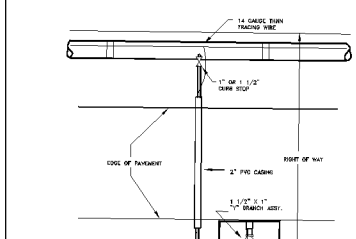


TRACING WIRE GENERAL NOTES:

1. PIPE LINE TRACING WIRE IS TO BE INSTALLED ON ALL POTABLE WATER RECLAIMED WATER AND SEWER FORCE MAINS.
2. SYSTEMS-TRACING WIRE SHALL ALLOW TRACEABILITY OF ALL PIPE BRANCHES INCLUDING THOSE FOR HYDRANTS. TRACING WIRE SHALL BE INSTALLED OVER THE ENTIRE LENGTH OF THE MAIN AND SECURED TO THE MAIN EVERY 5 FEET WITH ADHESIVE TAPE. WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND SHALL BE COILED AND PLACED IN A VALVE BOX FOR EASY ACCESSIBILITY.
3. ON DEAD END MAINS THE TRACING WIRE SHALL BE PLACED IN A PROPERLY INSTALLED PVC VALVE BOX AT THE END OF THE RUN.

TRACING WIRE CONNECTION

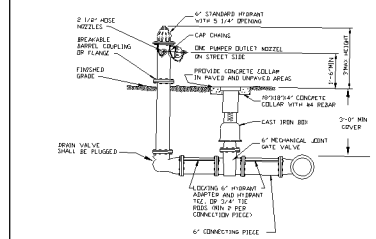
9



NOTES:
1. METER BOX INSTALLED BY THE CITY OF WINTER SPRINGS
2. DOUBLE SERVICE LINES SHALL BE 1 1/2" PURPLE PE TUBING WITH 1 1/2" X 1" Y BRANCH
3. ALL LINES UNDER PAVEMENT SHALL BE ENCASED IN 2" PVC PIPE

RECLAIMED WATER SERVICE CONNECTION OPPOSITE SIDE OF MAIN

6



NOTES:
1. THE HYDRANTS ACCEPTABLE TO THE CITY OF WINTER SPRINGS SHALL BE EITHER THE CLOW # 42 MEDALLION AMERICAN DARLING B84B, OR THE MUELLER A-421.
2. ENTIRE ASSEMBLY SHALL BE PAINTED SHERWIN WILLIAMS SAFETY YELLOW.
3. GRIP RING OR MEGA LUG RESTRAINTS MAY USED IN PLACE OF ALL THREAD RODS.

FIRE HYDRANT ASSEMBLY

3

RECORD DRAWING

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
IN
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC #

WATER DETAILS

SHEET
C28.0

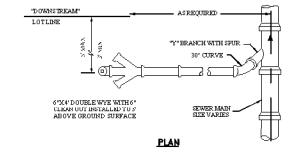
ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56906

NO	DATE	REVISIONS
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2	12/15/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

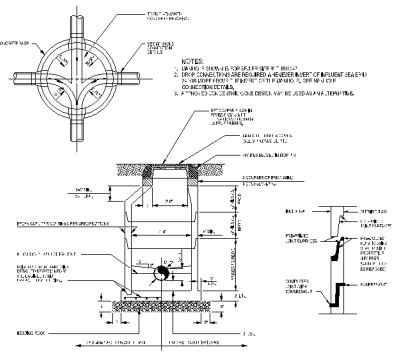
JOB # 13034
FIL NAME: FAP
DESIGNED: RID
CHECKED: RJL
DATE: Nov. 19, 2015

Small Business Enterprise
1979-2015
Lochrane Engineering, Inc.
Consulting Engineers
Surveyors
Certificate of Authorization #6584
Certificate of Authorization #LB 6584

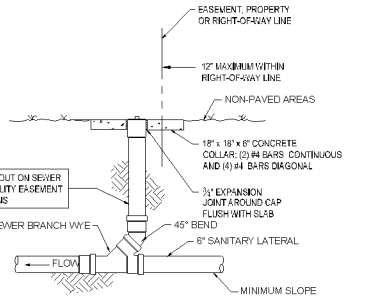
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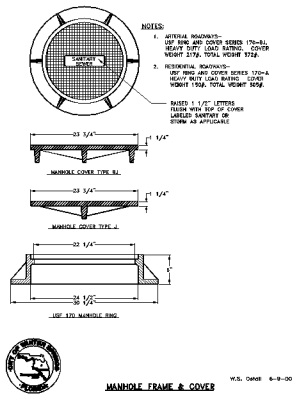
SEWER LATERAL DETAIL



PRECAST CONCRETE MANHOLE PLAN AND SECTION
N.T.S.

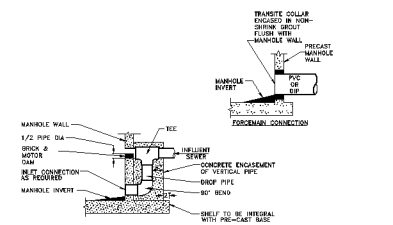


SEWER CLEAN-OUT DETAIL
NON PAVED AREAS
NTS



MANHOLE FRAME & COVER

W.S. Detail 6-9-00



TYPICAL MANHOLE CONNECTIONS

W.S. Detail 6-9-00

RECORD DRAWING

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062

DATE: Oct. 13, 2015

NO	DATE	REVISIONS
1	10/13/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

JOB # 13034
P.M. FAP
DESIGNER RID
CHECKED RJL

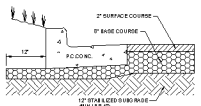
WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

SANITARY SEWER DETAILS

Small Business Enterprise
1979-2015 36 Years
LOCHRANE Consulting Engineers Surveyors
www.lochrane.com

SHEET
C29.0

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ASPHALT PAVING SECTION

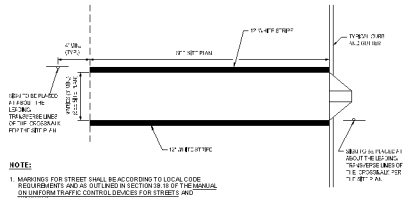
NOTES:

1. FOR PREPARATION OF SUBGRADE, FILL PLACED WITHIN 12 INCHES OF BOTTOM STABILIZED SUBGRADE SHOULD BE COMPACTED TO AT LEAST 98% OF THE MATERIALS MODIFIED PROCTOR (AASHTO T 180 / ASTM D 1557) MAXIMUM DRY DENSITY. FILL PLACED BELOW THIS LEVEL SHOULD BE COMPACTED TO AT LEAST 95% OF THE MATERIALS MAXIMUM DRY DENSITY.
2. STABILIZED SUBGRADE SHOULD BE COMPACTED TO A MINIMUM OF 98% OF THE MATERIALS MODIFIED PROCTOR (AASHTO T 180 / ASTM D 1557) MAXIMUM DRY DENSITY. MINIMUM LBR OF 40.
3. 1" LIMEROCK BASE COURSE SHOULD COMPLY WITH THE LATEST EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND BE COMPACTED TO AT LEAST 98% OF THE MATERIALS MODIFIED PROCTOR (AASHTO T 180 / ASTM D 1557) MAXIMUM DRY DENSITY.
4. ASPHALTIC SURFACE COURSE MIXTURES SHOULD BE AT LEAST 2" OF FDOT TYPE SP OR SP ASPHALTIC CONCRETE MATERIAL AND MEET THE STANDARD FDOT MATERIAL REQUIREMENTS AND PLACEMENT PROCEDURES AS OUTLINED IN THE LATEST EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. ASPHALTIC CONCRETE SHOULD BE COMPACTED TO A MINIMUM OF 98% OF THE MARSHALL MAXIMUM LABORATORY UNIT WEIGHT OF SAMPLES SECURED DAILY DURING PLACEMENT.

CITY ROADWAY PAVEMENT DETAIL

N.T.S.

10



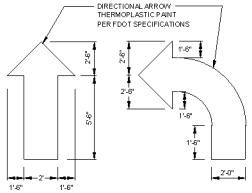
NOTE:

1. MARKINGS FOR STREET SHALL BE ACCORDING TO LOCAL CODE REQUIREMENTS AND AS OUTLINED IN SECTION 3B.18 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. ALL STRIPING IS TO BE THERMOPLASTIC PER FDOT SPECIFICATIONS.

CROSSWALK STRIPING DETAIL

N.T.S.

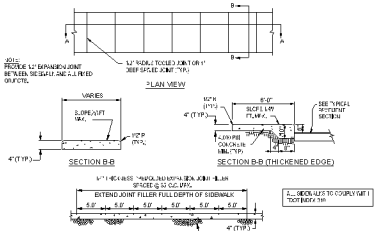
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DIRECTIONAL ARROW DETAILS

N.T.S.

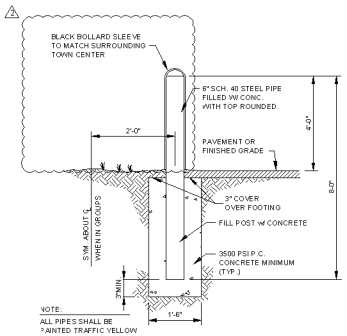
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TYPICAL CONCRETE SIDEWALK DETAIL

N.T.S.

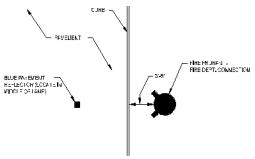
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CONCRETE BOLLARD

NTS

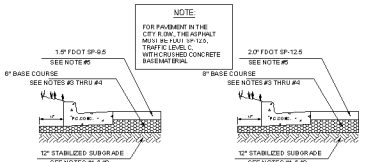
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PAVEMENT MARKING AT FIRE HYDRANT / FDC DETAIL

N.T.S.

8

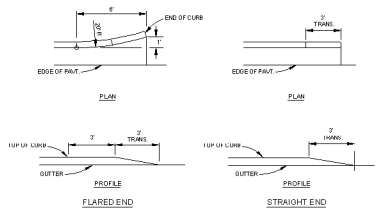


1. THE SUBGRADE SHOULD MEET A MINIMUM LBR OF 40 (STABILIZED SUBGRADE). THE EXISTING SANDY SOILD AND RECOMMENDED IMPORTED FILL WILL LIKELY POSSESS A LBR OF 20 TO 30. THEREFORE, IN ORDER TO INCREASE THE BEARING VALUE, SHELL, LIMEROCK, CRUSHED CONCRETE, LOW PLASTICITY CLAYEY SANDS OR ANY OTHER ACCEPTABLE PRODUCT WOULD NEED TO BE BLENDED WITH THESE SANDS. THE STABILIZED SUBGRADE SHOULD BE A MINIMUM DEPTH OF 12 INCHES AND COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY.
2. COMPACTION TESTING OF THE SUBGRADE SHOULD BE PERFORMED TO FULL DEPTH AT A FREQUENCY OF AT LEAST ONE (1) TEST PER 5,000 SQUARE FEET, OR EVERY 250 LINEAL FEET OF ROADWAY, WHICHEVER IS GREATER. COMPACTION TESTING OF THE STABILIZED SUBGRADE SHOULD BE PERFORMED AT FULL DEPTH AT A FREQUENCY OF AT LEAST ONE (1) TEST PER 10,000 SQUARE FEET, OR A MINIMUM OF 3 TESTS, WHICHEVER IS GREATER.
3. ALL BASE MATERIALS SHOULD BE COMPACTED TO A MINIMUM DENSITY OF 98% MPMDD. CRUSHED CONCRETE, LIMEROCK, AND SHELL BASES SHOULD BE A MINIMUM LBR OF 100 AND COMPLY WITH THE LATEST EDITION OF THE FDOT ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.
4. TRAFFIC SHOULD NOT BE ALLOWED ON THE SUBGRADE AS THE BASE IS PLACED TO AVOID RUTTING. BEFORE PAVING, THE BASE SHOULD BE CHECKED FOR SOUNDNESS.
5. THE ASPHALTIC CONCRETE SHOULD MEET STANDARD FDOT MATERIAL REQUIREMENTS AND PLACEMENT PROCEDURES AS OUTLINED IN THE LATEST EDITION OF THE FDOT ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS, EXCEPT THAT THE ASPHALTIC CONCRETE SHOULD BE COMPACTED TO A MINIMUM OF 98% OF THE MARSHALL MAXIMUM LABORATORY UNIT WEIGHT OF SAMPLES SECURED DAILY DURING PLACEMENT.

ASPHALT PAVING

NTS

5



CURB AND GUTTER ENDINGS DETAIL

N.T.S.

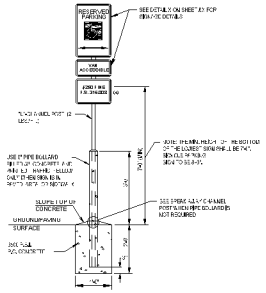
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RIGID (PORTLAND CEMENT CONCRETE) PAVEMENT DESIGN SHOULD FOLLOW SEMINOLE COUNTY SPECIFICATIONS FOR MINIMUM COMPRESSIVE STRENGTH, BASED ON OUR EXPERIENCE, A MINIMUM THICKNESS OF 6 INCHES CAN BE USED FOR STANDARD DUTY APPLICATIONS AND A MINIMUM THICKNESS OF 7 INCHES SHOULD BE UTILIZED FOR HEAVY DUTY APPLICATIONS. ANY STEEL REINFORCEMENT WITHIN THE CONCRETE PAVEMENT SHOULD BE DESIGNED BY THE PROJECT CIVIL OR PAVEMENT ENGINEER. THE SUBGRADE SHOULD BE PREPARED TO ACHIEVE A MINIMUM LBR OF 30 TO A DEPTH OF 12 INCHES BELOW THE CONCRETE BASE ELEVATION. THE SUBGRADE SOILS SHOULD BE COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. TO AID IN THE DESIGN OF THE ANTICIPATED CONCRETE PAVEMENT SECTIONS, A MODULUS OF SUBGRADE REACTION OF 100 PCI (LBR 20 SANDS) SHOULD BE UTILIZED FOR THE LOW BEARING SANDS UNLESS STABILIZATION IS ADDED TO INCREASE THE BEARING VALUE. IF THE SANDS ARE STABILIZED, A MODULUS VALUE OF 150 PCI CAN BE UTILIZED.

CONCRETE PAVING

NTS

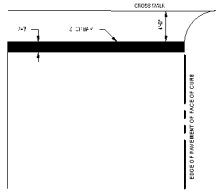
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SIGN MOUNTING DETAIL

N.T.S.

9



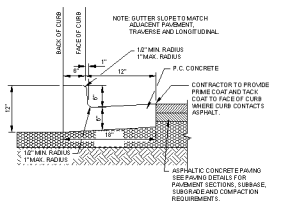
NOTE:

1. PAVEMENT STOP BARS ARE TO BE THERMOPLASTIC WHITE PAINT. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION'S FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

STOP BAR DETAIL

N.T.S.

6



18" CURB AND GUTTER DETAIL

N.T.S.

3

NO	DATE	REVISIONS
1	12/19/15	REVISIONS PER CITY COMMENTS DATED 12/03/15
2	02/10/15	REVISIONS PER CITY COMMENTS DATED 02/04/15

RECORD DRAWING

WINTER SPRINGS APARTMENTS
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA

IBEW PENSION FUND / WINTER SPRINGS HOLDINGS, LLC

GENERAL
DETAIL SHEET 1

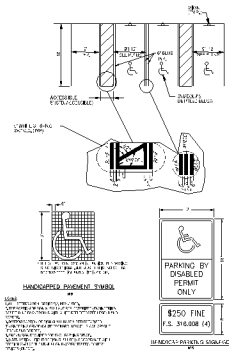
ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062

JOB # 13034
FIL NAME FAP
DESIGNER RID
CHECKED RJL
DATE: Nov. 19, 2015

Small Business Enterprise
1979-2015
LOCHRANE
Consulting Engineers
Surveyors

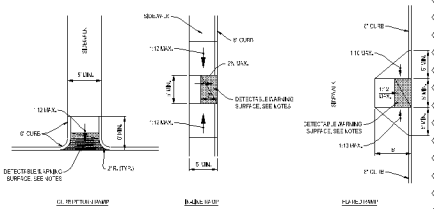
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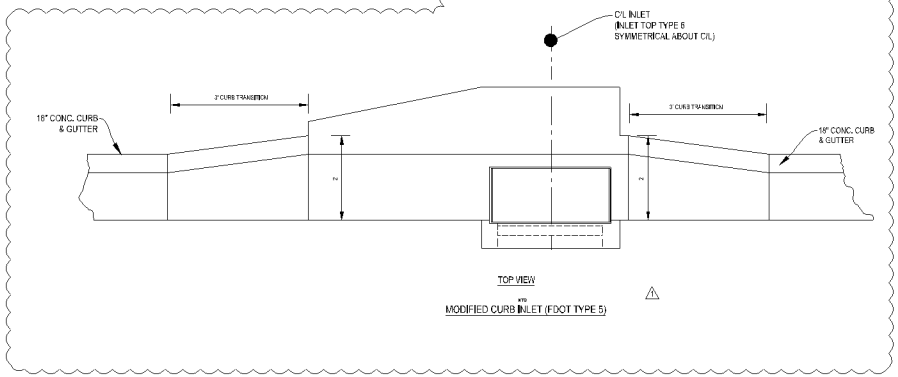


HANDICAPPED PAVEMENT SYMBOL

PARKING LOT STRIPING DETAILS



ON-SITE ADA RAMPS



TOP VIEW

MODIFIED CURB INLET (FDOT TYPE 5)

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56062

DATE: Oct. 13, 2015

JOB #	13034
FIELD BOOK	FAP
DESIGNER	RID
CHECKED	PAL

NO	DATE	REVISIONS
1	10/13/15	REVISIONS PER CITY COMMENTS DATED 09/24/15

RECORD DRAWING

ENGINEER
FL LIC. #

WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
IN
WINTER SPRINGS, FLORIDA

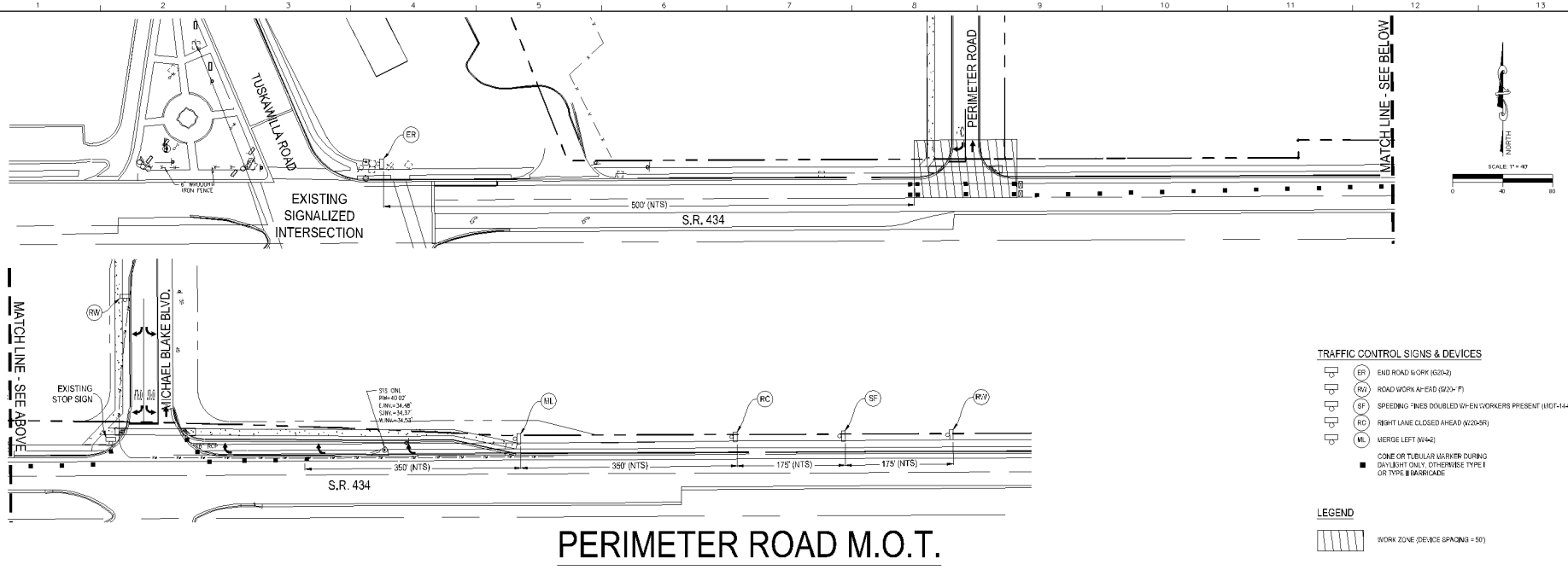
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

GENERAL
DETAIL SHEET 2

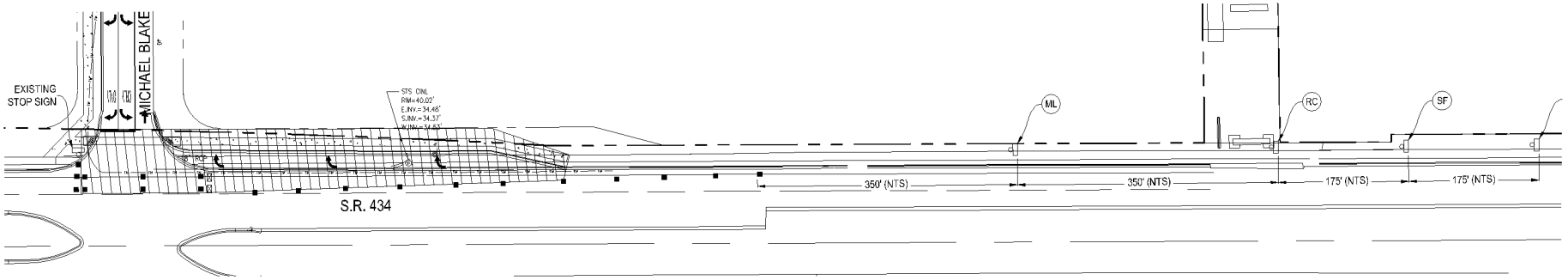
Small Business Enterprise
LOCHRANE
Consulting Engineers
Surveyors
1979-2015
36 YEARS

SHEET
C31.0

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PERIMETER ROAD M.O.T.



MICHAEL BLAKE BLVD M.O.T.

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #56662

DESIGNED: RID
CHECKED: RJL
DATE: 10-5-2015

NO	DATE	REVISIONS
1	10/19/15	REVISIONS PER CITY COMMENTS (LA-TED 10/19/15
2	10/30/15	REVISIONS PER CITY COMMENTS (LA-TED 10/30/15

RECORD DRAWING
ENGINEER:
FL LIC.#:

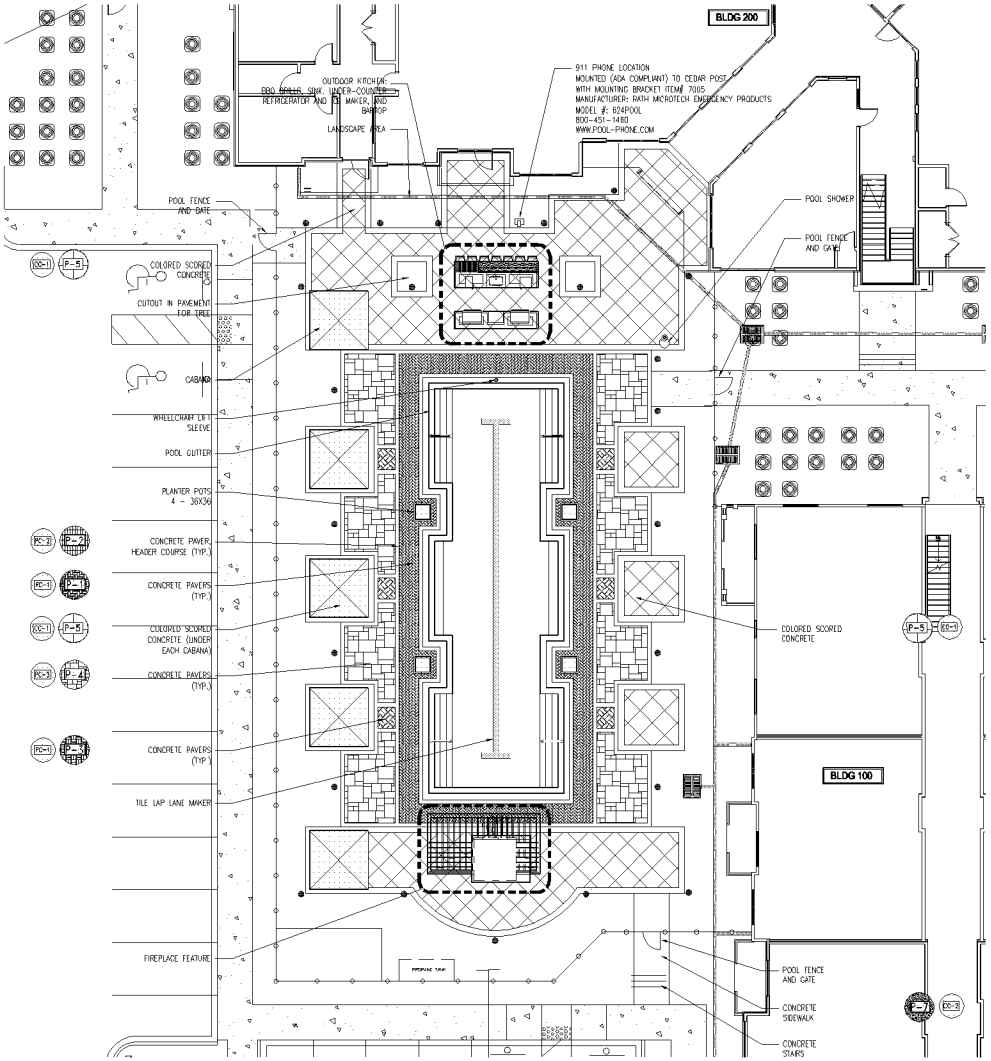
WINTER SPRINGS APARTMENTS
AT
201 MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
IBEW PENSION FUND / WINTER SPRINGS HOLDINGS

PERIMETER ROAD CONSTRUCTION MOT PLAN

Small Business Enterprise
LOCHRANE Consulting Engineers Surveyors
1979-2015
CERTIFICATE OF AUTHORIZATION # 6990
Phone: (407) 869-1818 | Fax: (407) 869-1877 | www.lochrane.com

SHEET
C32.0

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GENERAL LEGEND

- MATCHLINE
- PROPERTY LINE
- BUILDING SETBACK
- DECORATIVE FENCE
- WALL
- CURB
- STOP SIGN
- TRANSFORMER
- A/C UNIT
- CUTSHEET BOOKLET REFERENCE
- DETAIL REFERENCE / MAT. REFERENCE
- DETAIL SEC. OR ELEV.

MATERIAL SCHEDULE

P-1	MATERIAL:	TREMRON CONCRETE PAVERS
	TYPE:	4 X 8 BRICK PAVERS
	COLOR:	SEE COLOR LEGEND
	PATTERN:	HERRINGBONE
P-2	MATERIAL:	TREMRON CONCRETE PAVERS
	TYPE:	4 X 8 BRICK PAVERS
	COLOR:	SEE COLOR LEGEND
	PATTERN:	HEADER COURSE
P-3	MATERIAL:	TREMRON CONCRETE PAVERS
	TYPE:	4 X 8 BRICK PAVERS
	COLOR:	SEE COLOR LEGEND
	PATTERN:	BASKETWEAVE
P-5	MATERIAL:	SCORED CONCRETE
	TYPE:	36" X 36"
	COLOR:	SEE COLOR LEGEND
	PATTERN:	AS SHOWN
P-6	MATERIAL:	SCORED CONCRETE
	TYPE:	72" X 72"
	COLOR:	SEE COLOR LEGEND
	PATTERN:	AS SHOWN
P-7	MATERIAL:	NATURAL CONCRETE
	TYPE:	MEDIUM BROOM FINISH
	COLOR:	SEE COLOR LEGEND
	PATTERN:	AS SHOWN
PC-1	COLOR:	SCOFIELD CHROMIX INTEGRAL CONCRETE C-15 COACHELLA SAND
PC-2	COLOR:	NATURAL
PC-3	COLOR	SCOFIELD CHROMIX INTEGRAL CONCRETE C-27 WESTWOOD BROWN
PC-4	COLOR	SOUTH BEACH
PC-5	COLOR:	DARK BROWN
PC-6	COLOR	SAND DUNE

0' 5' 10' 20' 40'

SCALE: 1" = 10'-0"

NORTH

KEYMAP



NORTH

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO.: Landscape Architecture: LC26000312

PROJECT

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FL 32708

FOR

IBEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS

POLLACK SHORES

ONE PREMIER PLAZA
5605 GLENRIDGE DRIVE NE, SUITE 775
ATLANTA, GA 30342

△ ISSUE	DATE
SITE PLAN RESUBMITTAL	10/13/2015
SITE PLAN RESUBMITTAL	11/20/2015

DATE

JOB NUMBER 1355302

DRAWN BY JSP

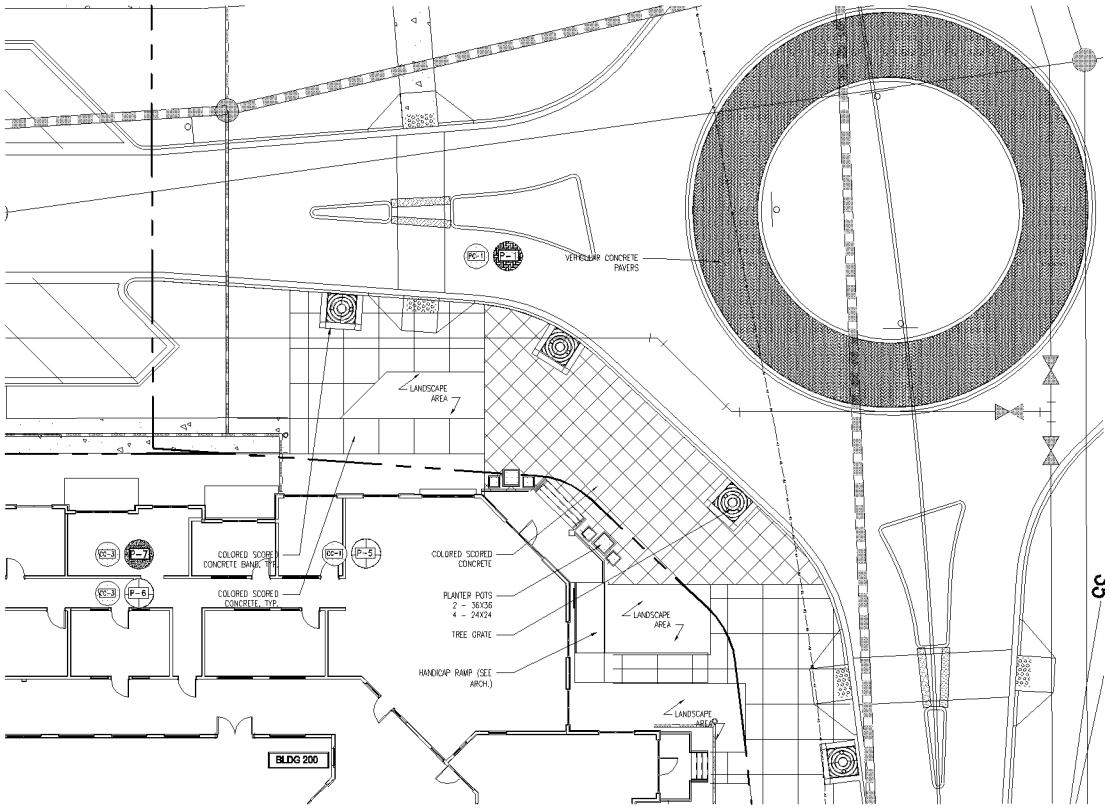
CHECKED BY SWM

SHEET TITLE
POOL COURTYARD HARDSCAPE PLAN

SHEET NUMBER
L2-01

COMMENTS
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GENERAL LEGEND

- MATCHLINE
- PROPERTY LINE
- BUILDING SETBACK
- DECORATIVE FENCE
- WALL
- CURB
- STOP SIGN
- TRANSFORMER
- A/C UNIT
- CUTSHEET BOOKLET REFERENCE
- DETAIL REFERENCE / MAT REFERENCE
- DETAIL SEC. OR ELEV.

MATERIAL SCHEDULE

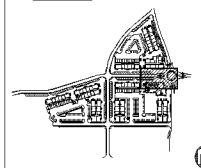
P-1B	MATERIAL:	TREMRON CONCRETE PAVERS
	TYPE:	4 X 8 BRICK PAVERS
	COLOR:	SEE COLOR LEGEND
	PATTERN:	HERRINGBONE
P-2A	MATERIAL:	TREMRON CONCRETE PAVERS
	TYPE:	4 X 8 BRICK PAVERS
	COLOR:	SEE COLOR LEGEND
	PATTERN:	HEADER COURSE
P-3	MATERIAL:	TREMRON CONCRETE PAVERS
	TYPE:	4 X 8 BRICK PAVERS
	COLOR:	SEE COLOR LEGEND
	PATTERN:	BASKETWEAVE
P-5	MATERIAL:	SCORED CONCRETE
	TYPE:	36' X 36'
	COLOR:	SEE COLOR LEGEND
	PATTERN:	AS SHOWN
P-6	MATERIAL:	SCORED CONCRETE
	TYPE:	72' X 72'
	COLOR:	SEE COLOR LEGEND
	PATTERN:	AS SHOWN
P-7	MATERIAL:	NATURAL CONCRETE
	TYPE:	MEDIUM BROOM FINISH
	COLOR:	SEE COLOR LEGEND
	PATTERN:	AS SHOWN
CC-1	COLOR:	SCOFIELD CHROMIX INTEGRAL CONCRETE C-15 COACHELLA SAND
CC-2	COLOR:	NATURAL
CC-3	COLOR	SCOFIELD CHROMIX INTEGRAL CONCRETE C-27 WESTWOOD BROWN
CC-4	COLOR	SOUTH BEACH
CC-5	COLOR:	DARK BROWN
CC-6	COLOR	SAND DUNE

0' 5' 10' 20' 40'

SCALE: 1" = 10'-0"

NORTH

KEYMAP



NORTH

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
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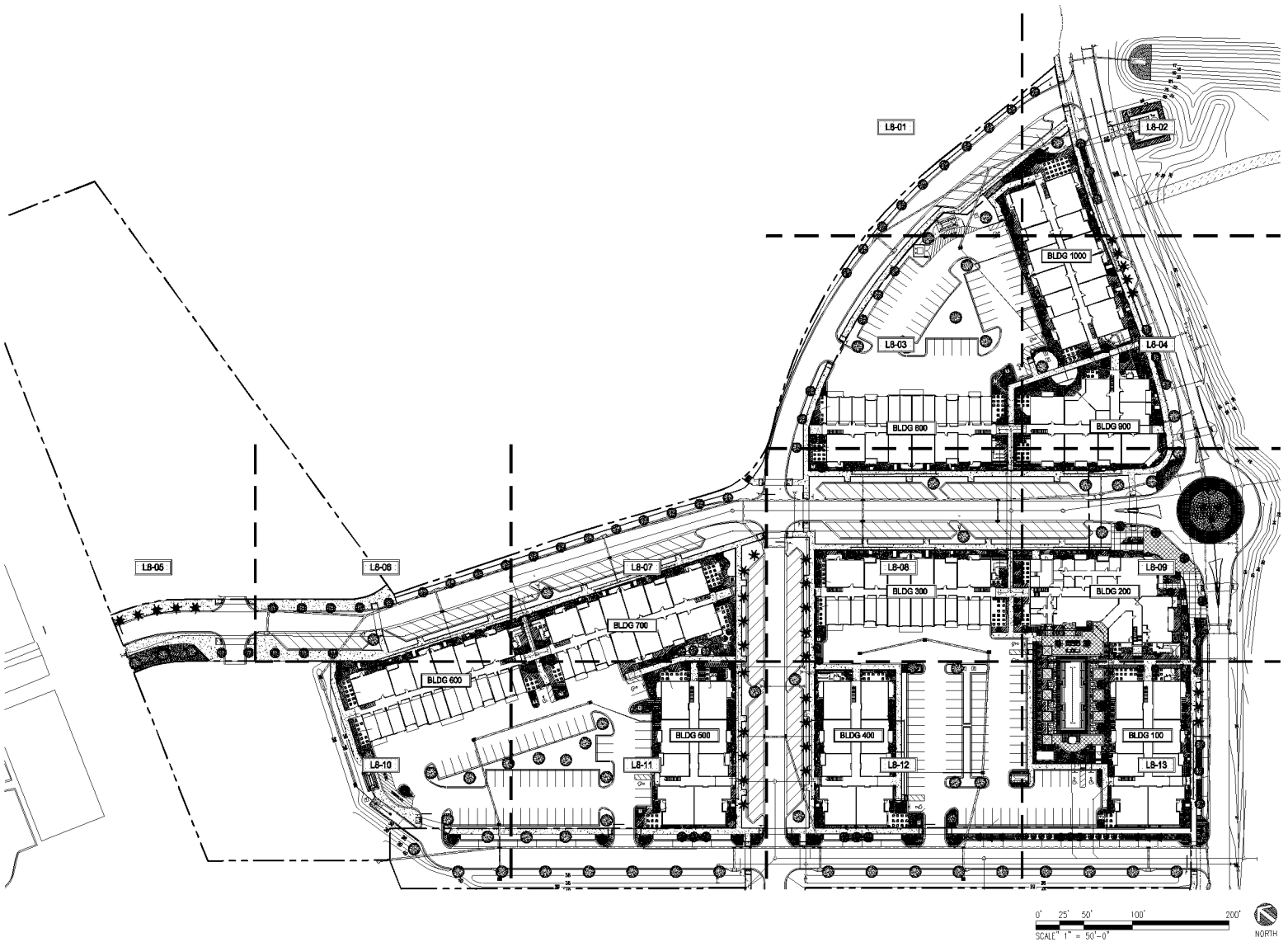
LEASING ENTRY AND ROUNDABOUT HARDSCAPE PLAN

SHEET NUMBER L2-02

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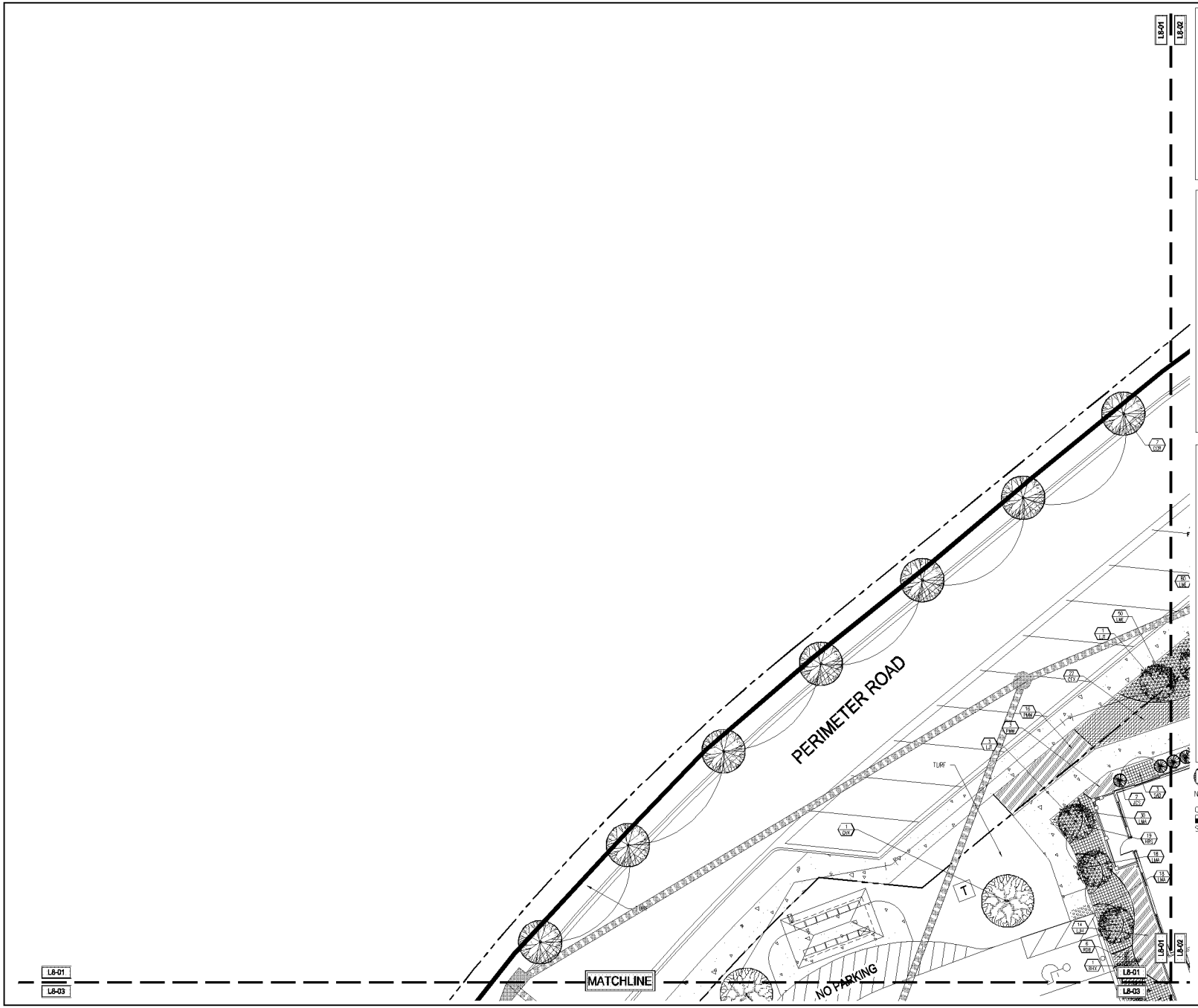
CHECKED BY SMM

SHEET TITLE
LANDSCAPE SITE PLAN

SHEET NUMBER
L8-00

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TDX	BALD CYPRESS
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NORTH

0' 5' 10' 20' 40'

SCALE: 1" = 10'-0"

KEYMAP

NORTH

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CONSULTANT

SEAL

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PROJECT

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FOR

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CHECKED BY SMM

SHEET TITLE

LANDSCAPE PLAN

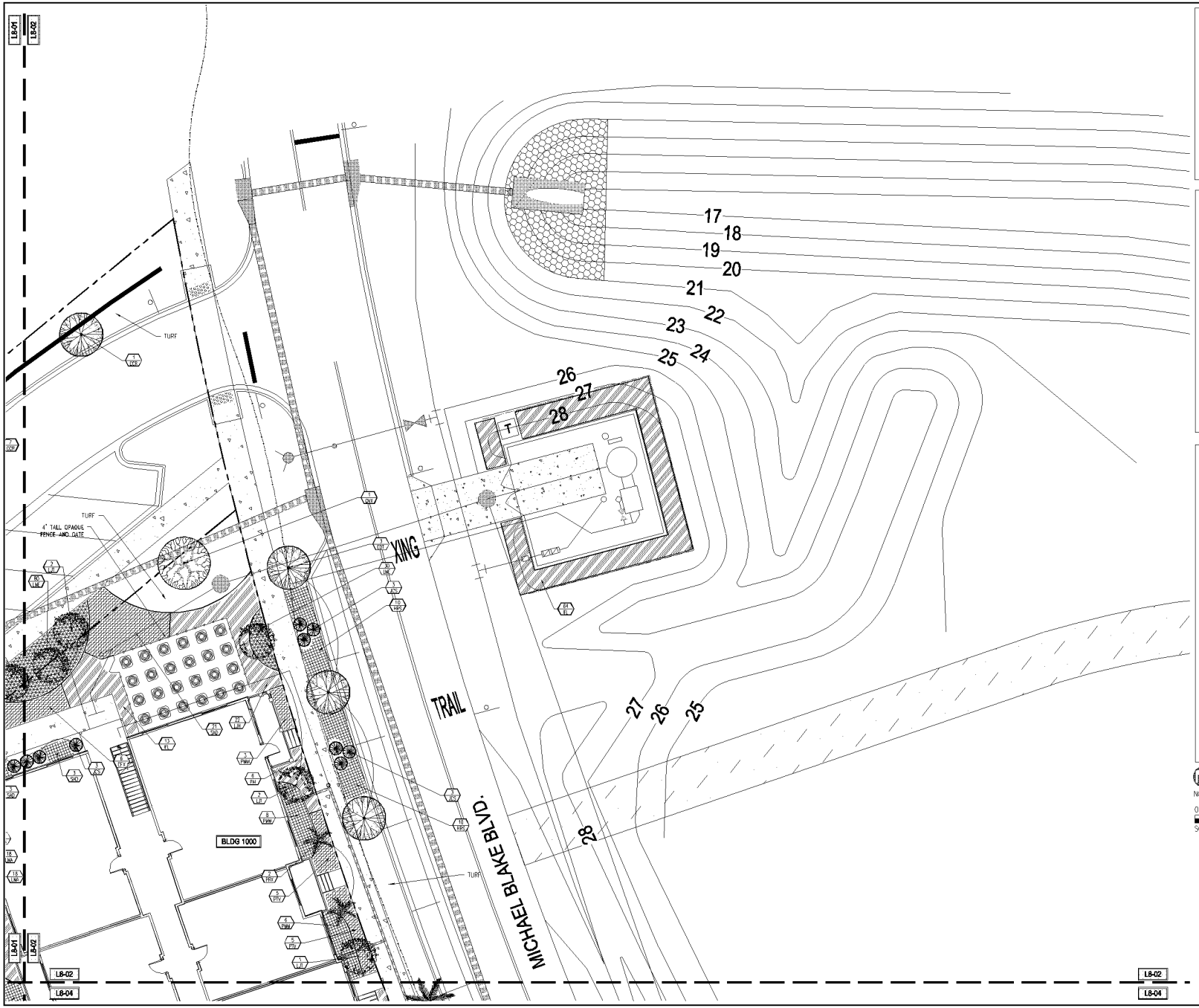
SHEET NUMBER

L8-01

COMMENTS

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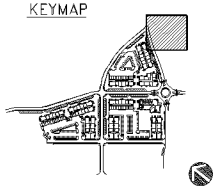
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NORTH

0' 5' 10' 20' 40'

SCALE: 1" = 10'-0"

KEYMAP



NORTH

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
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CONSULTANT

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DRAWN BY JSP

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SHEET TITLE

LANDSCAPE PLAN

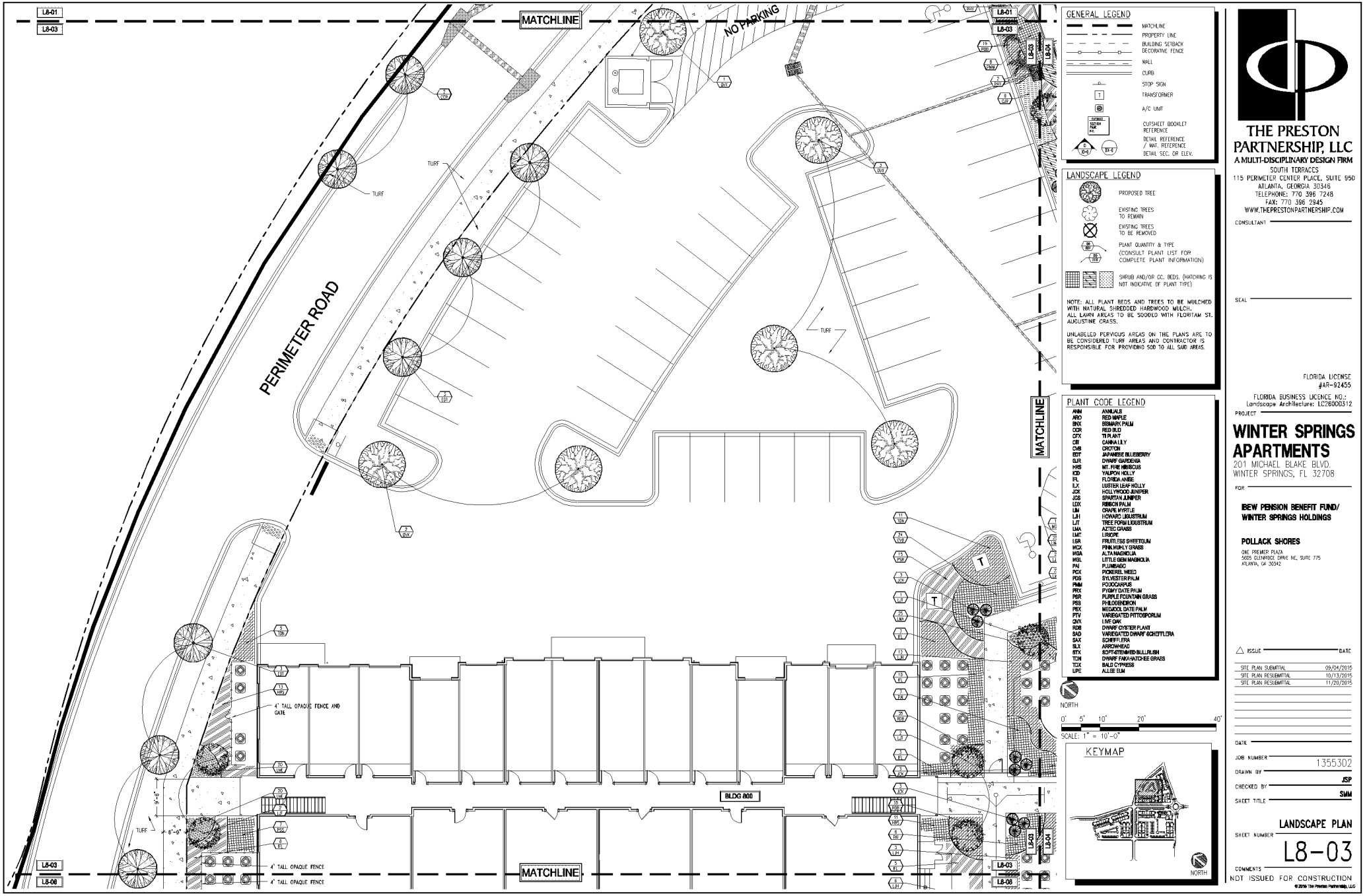
SHEET NUMBER

L8-02

COMMENTS

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GENERAL LEGEND

- MATCHLINE
- PROPERTY LINE
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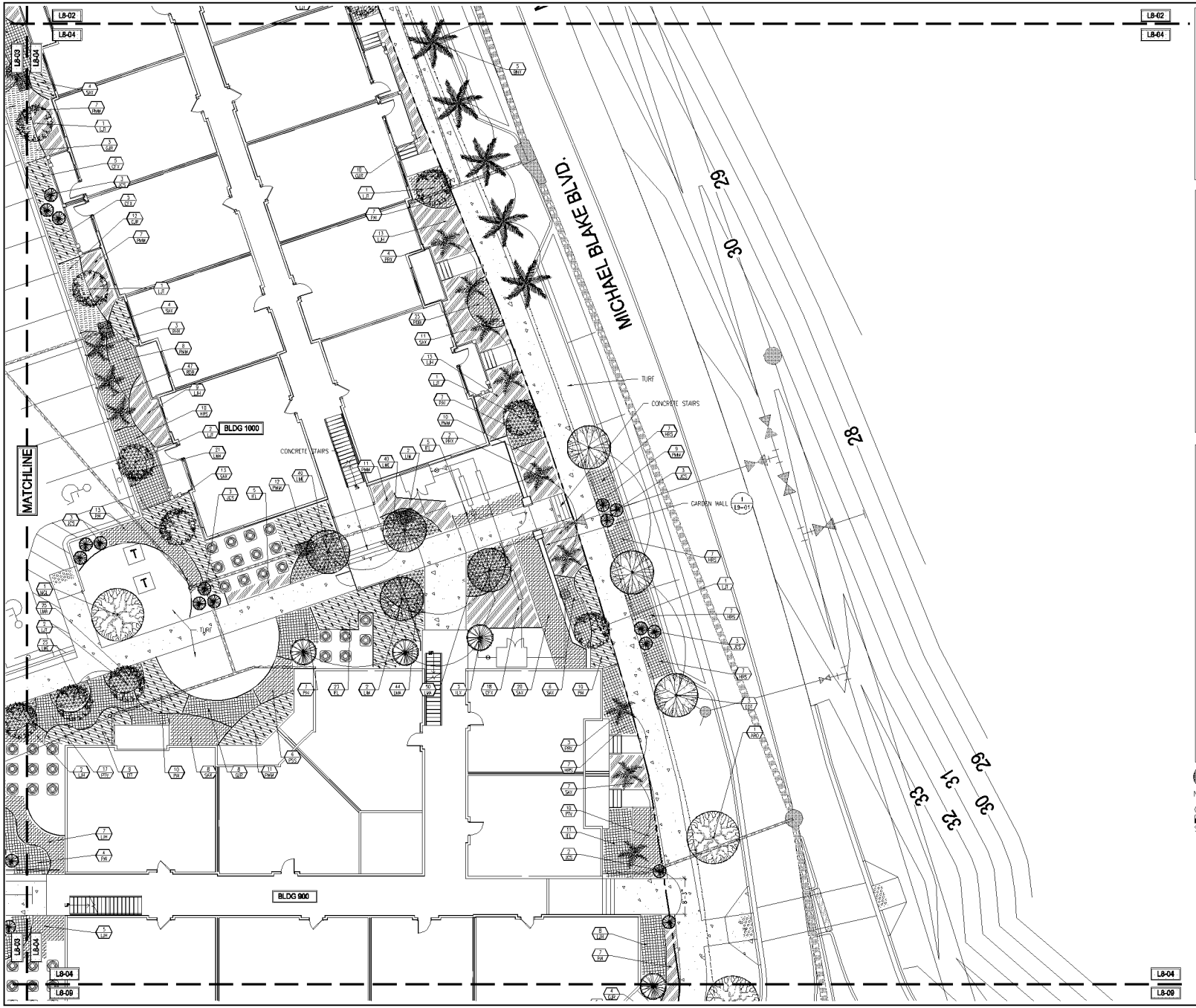
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FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO.: Landscape Architecture: LC26000312

PROJECT

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FL 32708

FOR

IBEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS

POLLACK SHORES

ONE PREMIER PLAZA
5605 GLENRIDGE DRIVE NE, SUITE 775
ATLANTA, GA 30342

△ ISSUE	DATE
SITE PLAN SUBMITTAL	09/04/2015
SITE PLAN RESUBMITTAL	10/13/2015
SITE PLAN RESUBMITTAL	11/20/2015

DATE

JOB NUMBER 1355302

DRAWN BY JSP

CHECKED BY SMM

SHEET TITLE

LANDSCAPE PLAN

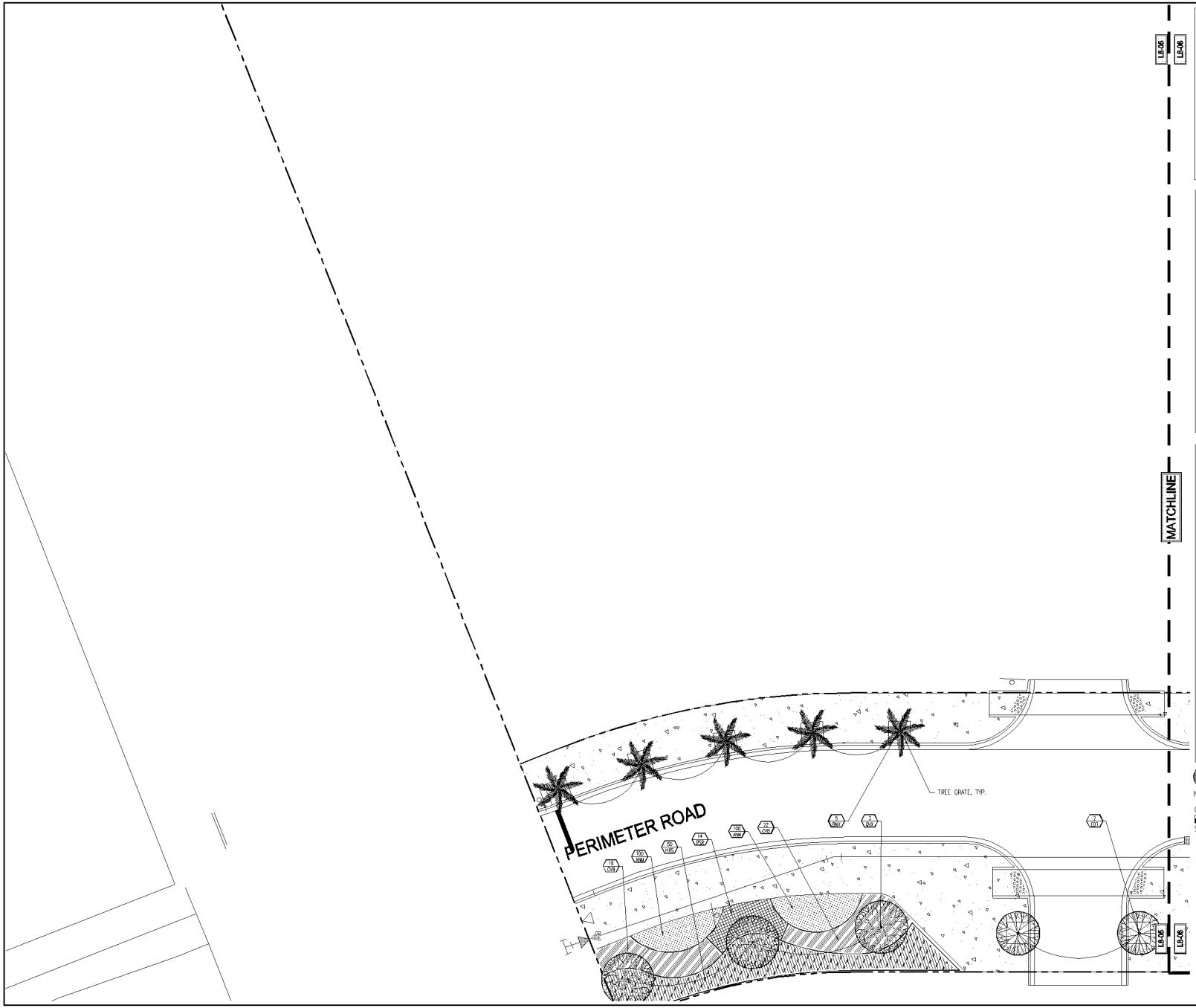
SHEET NUMBER

L8-04

COMMENTS

NOT ISSUED FOR CONSTRUCTION

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GENERAL LEGEND

- MATCHLINE
- PROPERTY LINE
- BUILDING SETBACK
- DECORATIVE FENCE
- WALL
- CURB
- STOP SIGN
- TRANSFORMER
- A/C UNIT
- CUTSHEET BOOKLET REFERENCE
- DETAIL REFERENCE / MAT. REFERENCE
- DETAIL SEC. OR ELEV.

LANDSCAPE LEGEND

- PROPOSED TREE
- EXISTING TREES TO REMAIN
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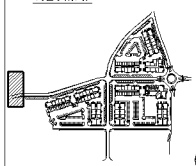
ANN	ANNUALS
ARO	RED MAPLE
BNX	BISMARK PALM
CCR	RED BUD
CFX	TI PLANT
CIT	CANNA LILY
CVS	CROTON
EBT	JAPANESE BLUEBERRY
GJR	DWARF GARDENIA
HMS	MT. FIRE HIBISCUS
ICD	YAUPON HOLLY
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TDX	BALD CYPRESS
UPE	ALLEE ELM

NORTH

0' 5' 10' 20' 40'

SCALE: 1" = 10'-0"

KEYMAP



NORTH

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

SEAL

FLORIDA LICENSE
#AR-92455

FLORIDA BUSINESS LICENCE NO.:
Landscape Architecture: LC26000312

PROJECT

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DRAWN BY JSP

CHECKED BY SMM

SHEET TITLE

LANDSCAPE PLAN

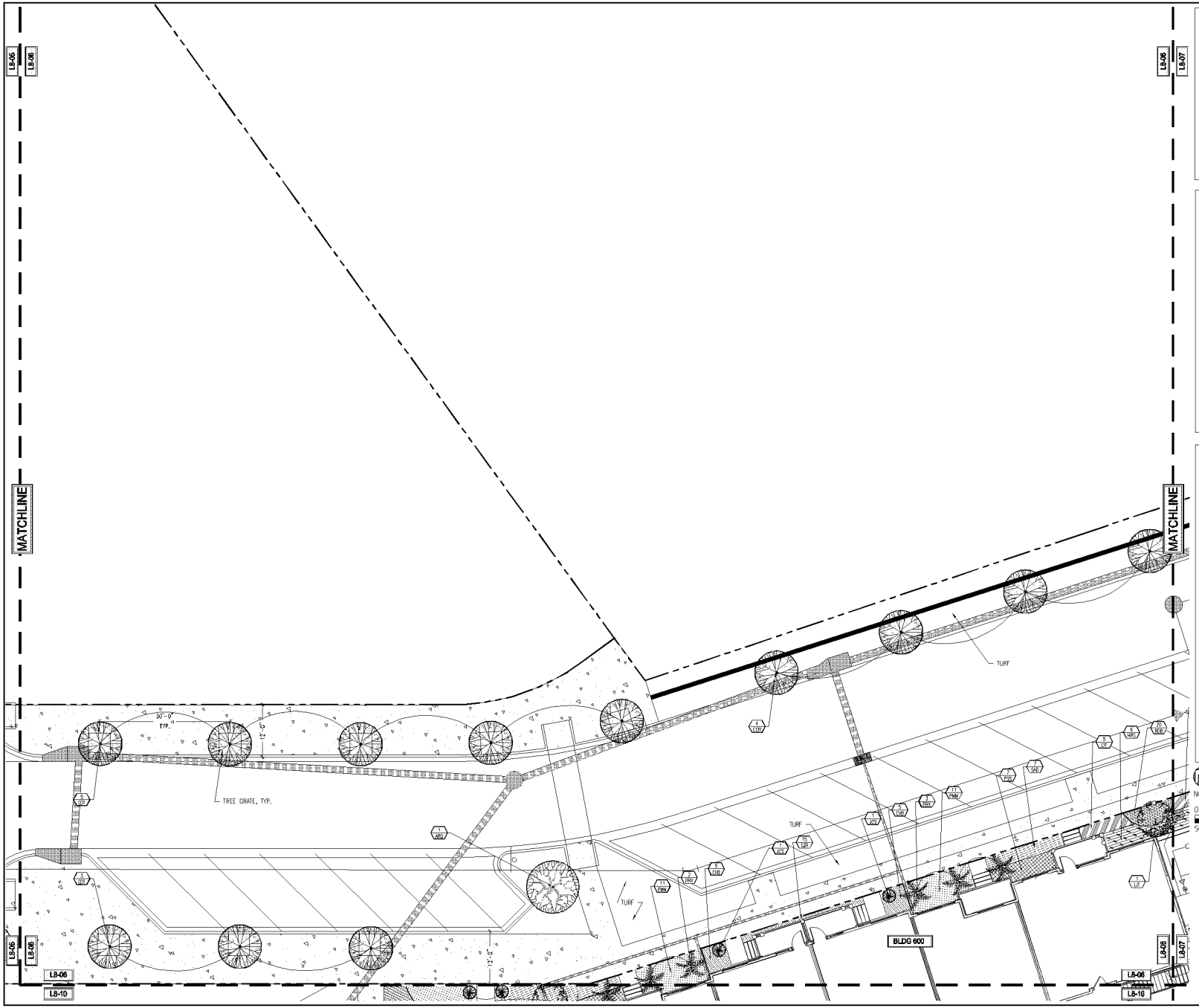
SHEET NUMBER

L8-05

COMMENTS

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GENERAL LEGEND

- MATCHLINE
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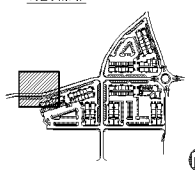
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BNX	BISMARK PALM
CCR	RED BUD
CFX	TI PLANT
CIX	CANNA LILY
CVB	CROTON
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WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO.: Landscape Architecture: LC26000312

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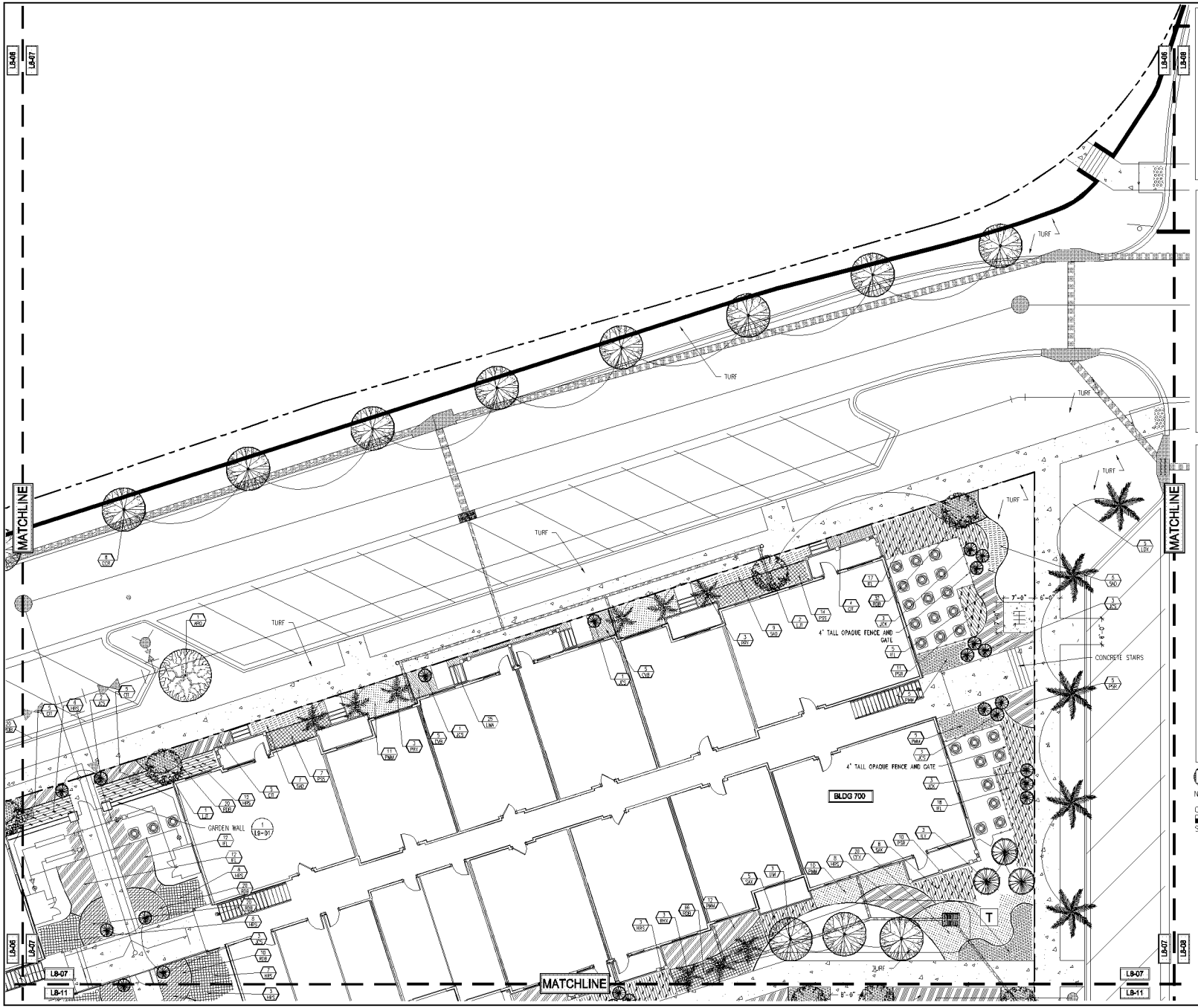
CHECKED BY SMM

SHEET TITLE **LANDSCAPE PLAN**

SHEET NUMBER **L8-06**

COMMENTS
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GENERAL LEGEND

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- WALL
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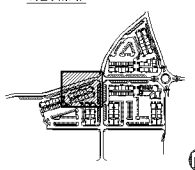
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ARO	RED MAPLE
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NORTH

0' 5' 10' 20' 40'

SCALE: 1" = 10'-0"

KEYMAP



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SOUTH TERRACES
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WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO.: Landscape Architecture: LC26000312

PROJECT

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FOR

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DRAWN BY JSP

CHECKED BY SMM

SHEET TITLE

LANDSCAPE PLAN

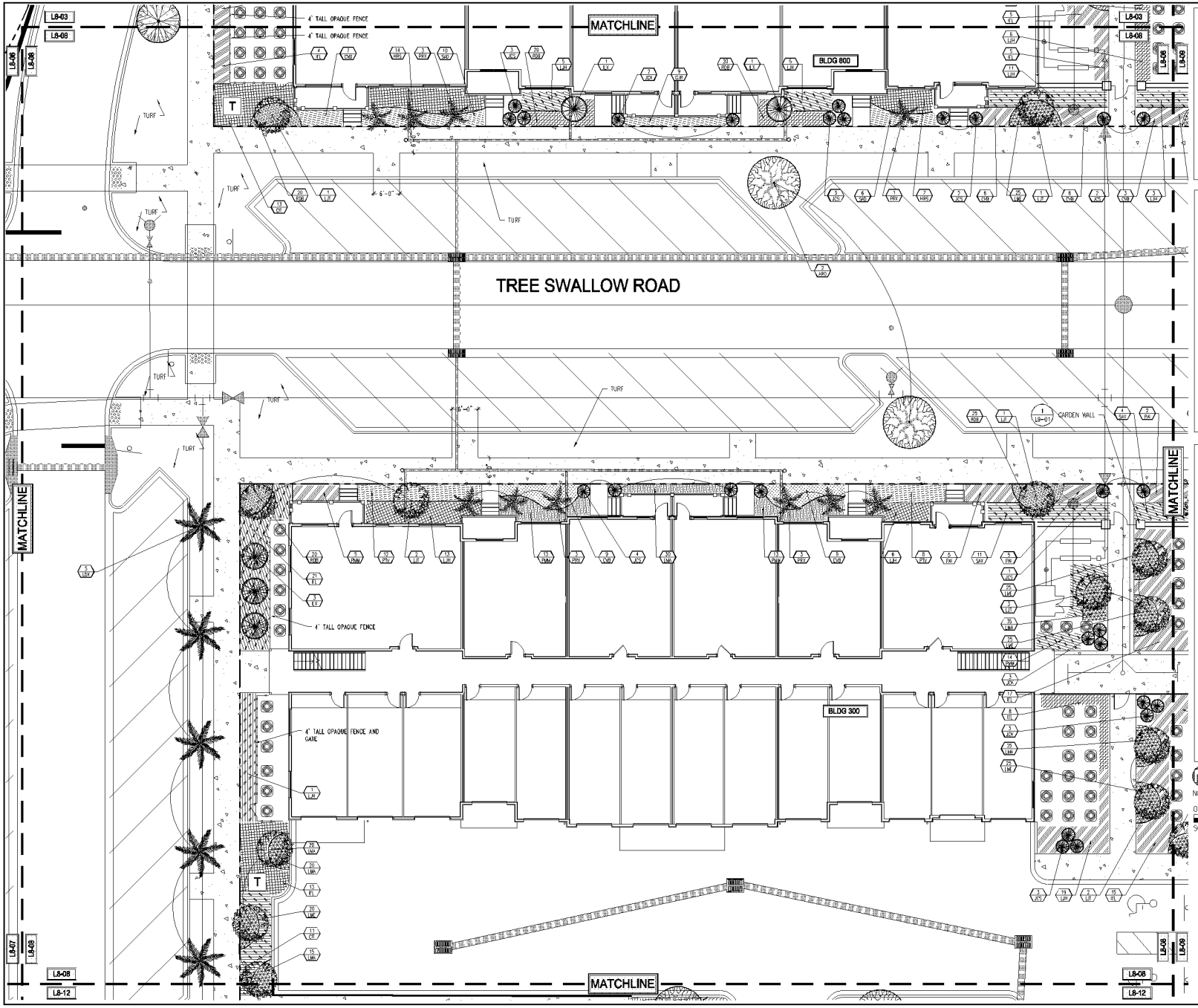
SHEET NUMBER

L8-07

COMMENTS

NOT ISSUED FOR CONSTRUCTION

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GENERAL LEGEND

MATCHLINE
PROPERTY LINE
BUILDING SETBACK
DECORATIVE FENCE
WALL
CURB
STOP SIGN
TRANSFORMER
A/C UNIT
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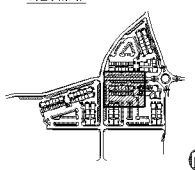
PLANT CODE LEGEND

ANN	ANNUALS
ARO	RED MAPLE
BNX	BISMARK PALM
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KEYMAP



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A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
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TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM
CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

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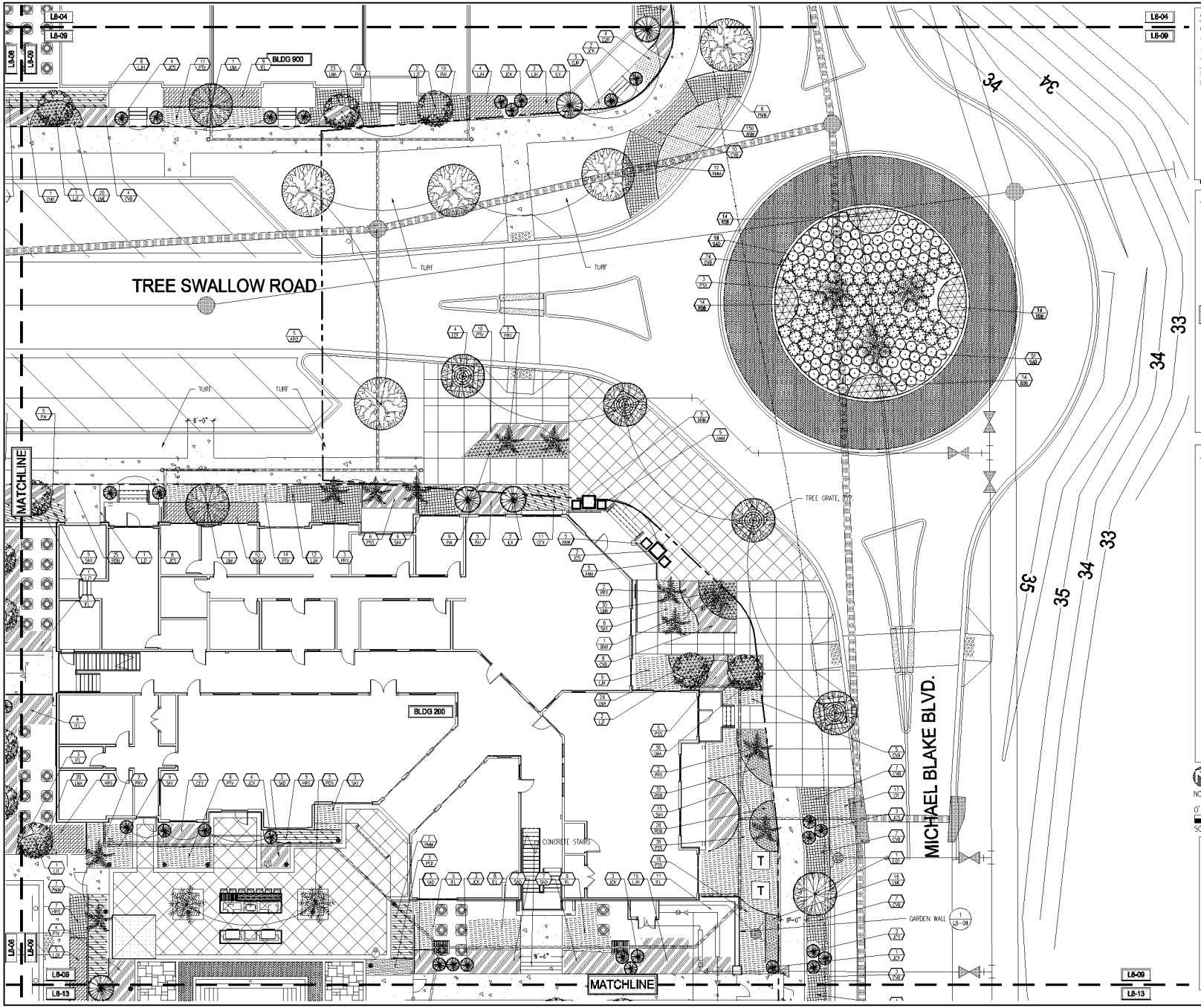
LANDSCAPE PLAN

SHEET NUMBER

L8-08

COMMENTS
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GENERAL LEGEND

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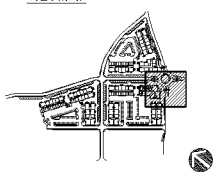
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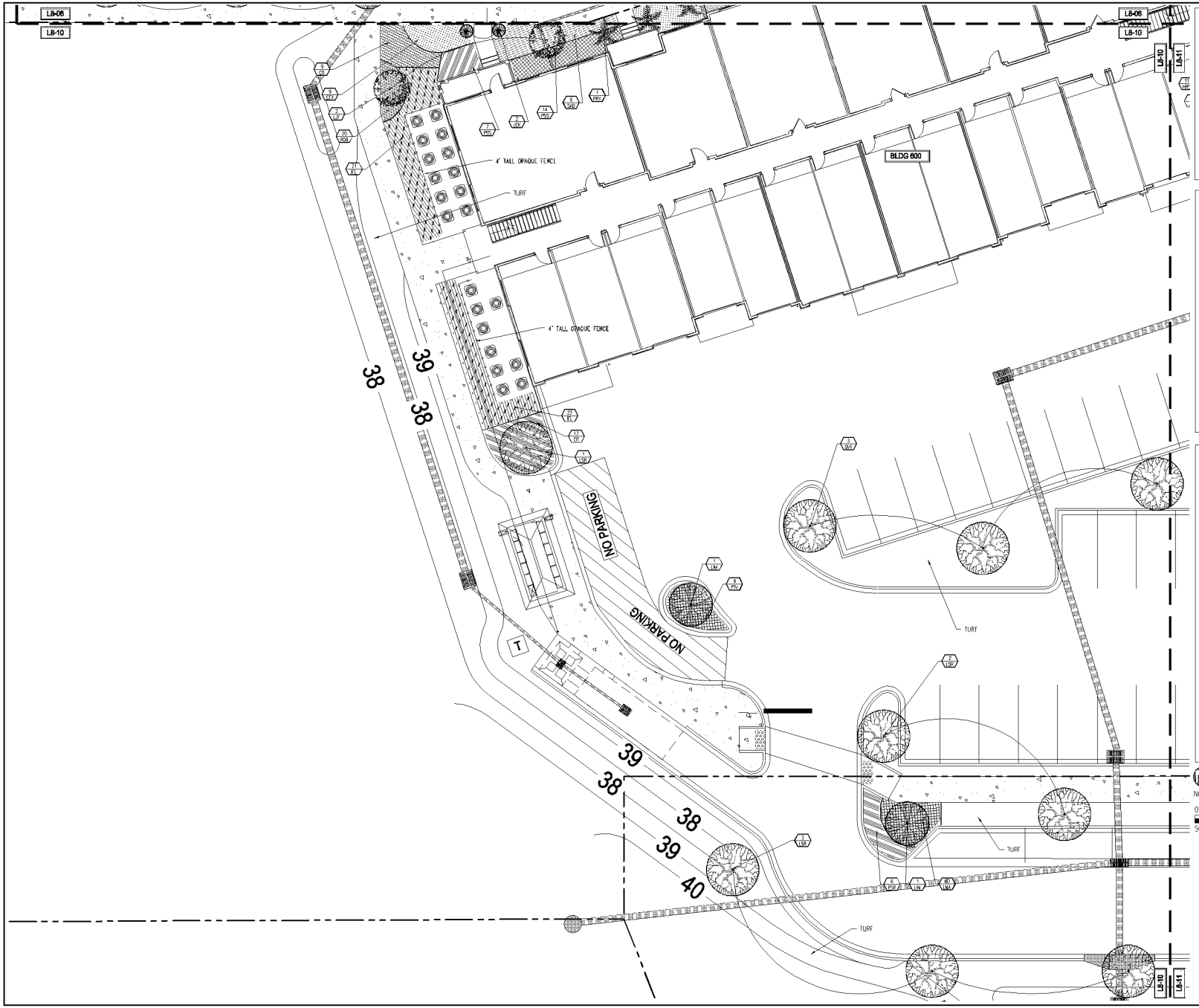
SHEET NUMBER

L8-09

COMMENTS

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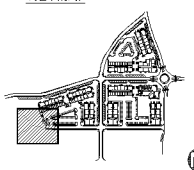
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UPE	ALLEE ELM

NORTH

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SCALE: 1" = 10'-0"

KEYMAP



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WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO.: Landscape Architecture: LC26000312

PROJECT

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
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FOR

IBEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS

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DRAWN BY JSP

CHECKED BY SMM

SHEET TITLE

LANDSCAPE PLAN

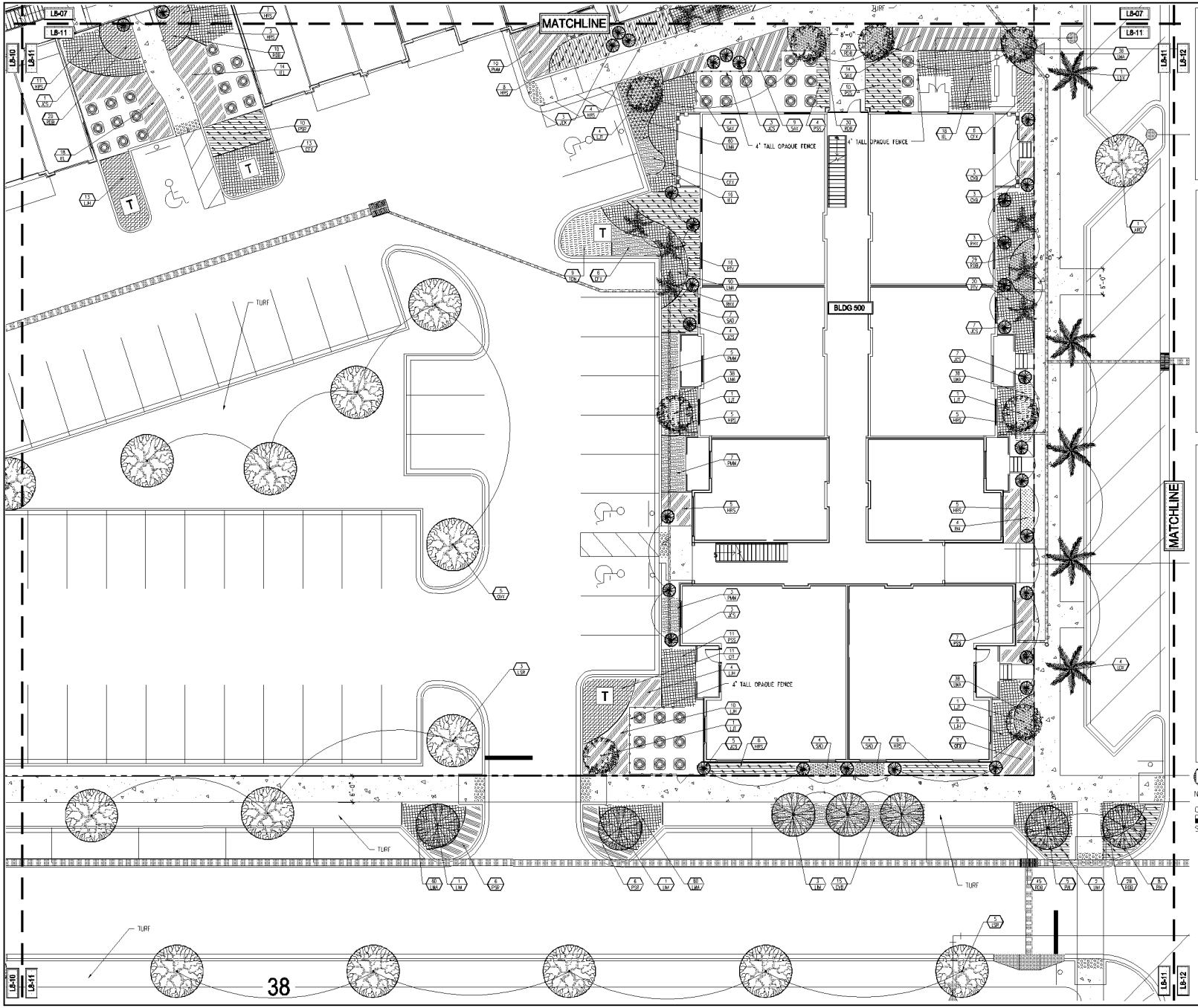
SHEET NUMBER

L8-10

COMMENTS

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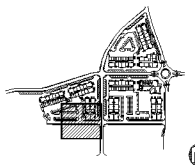
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SHEET TITLE

LANDSCAPE PLAN

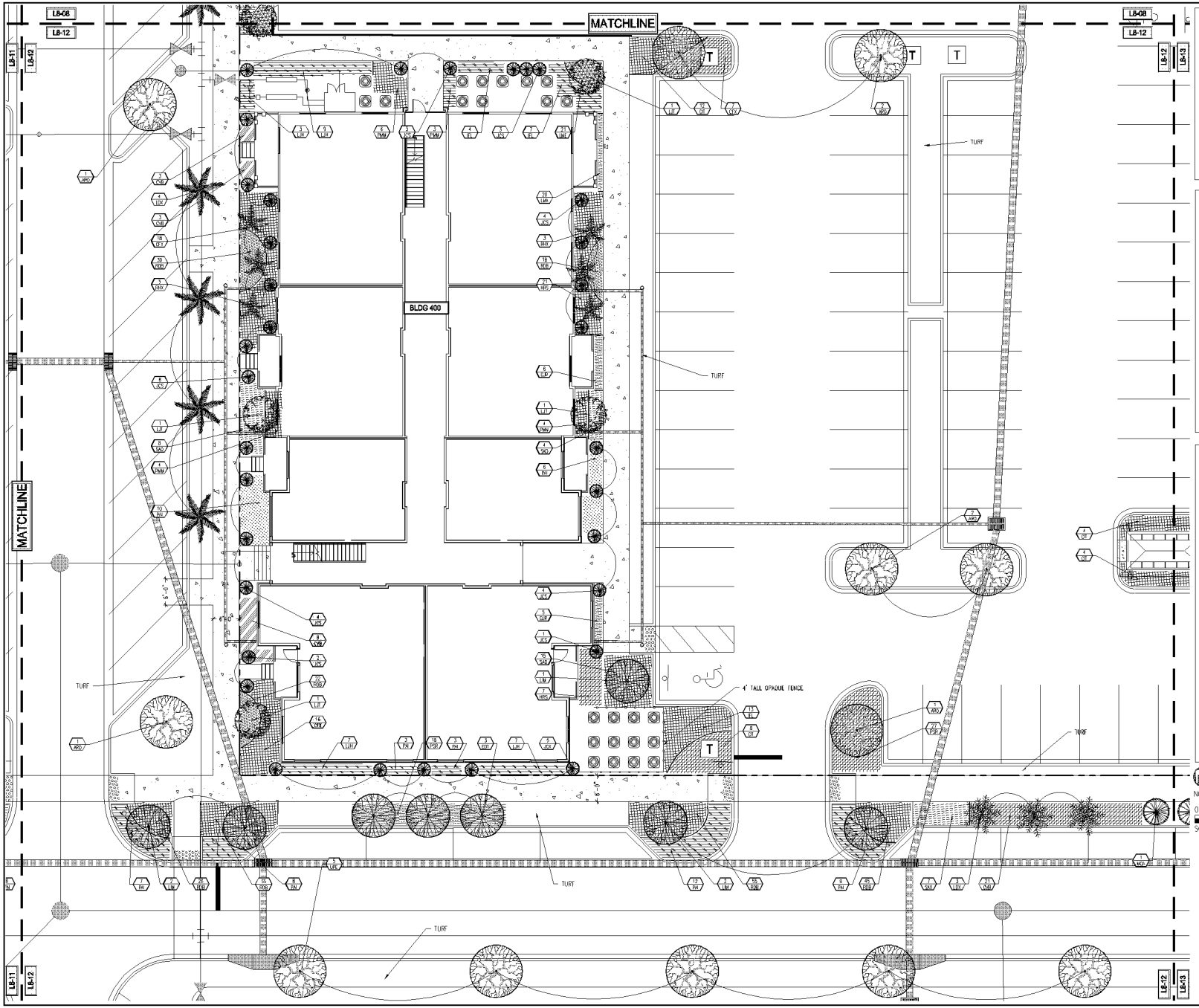
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COMMENTS

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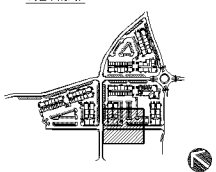
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CONSULTANT

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CHECKED BY SWM

SHEET TITLE

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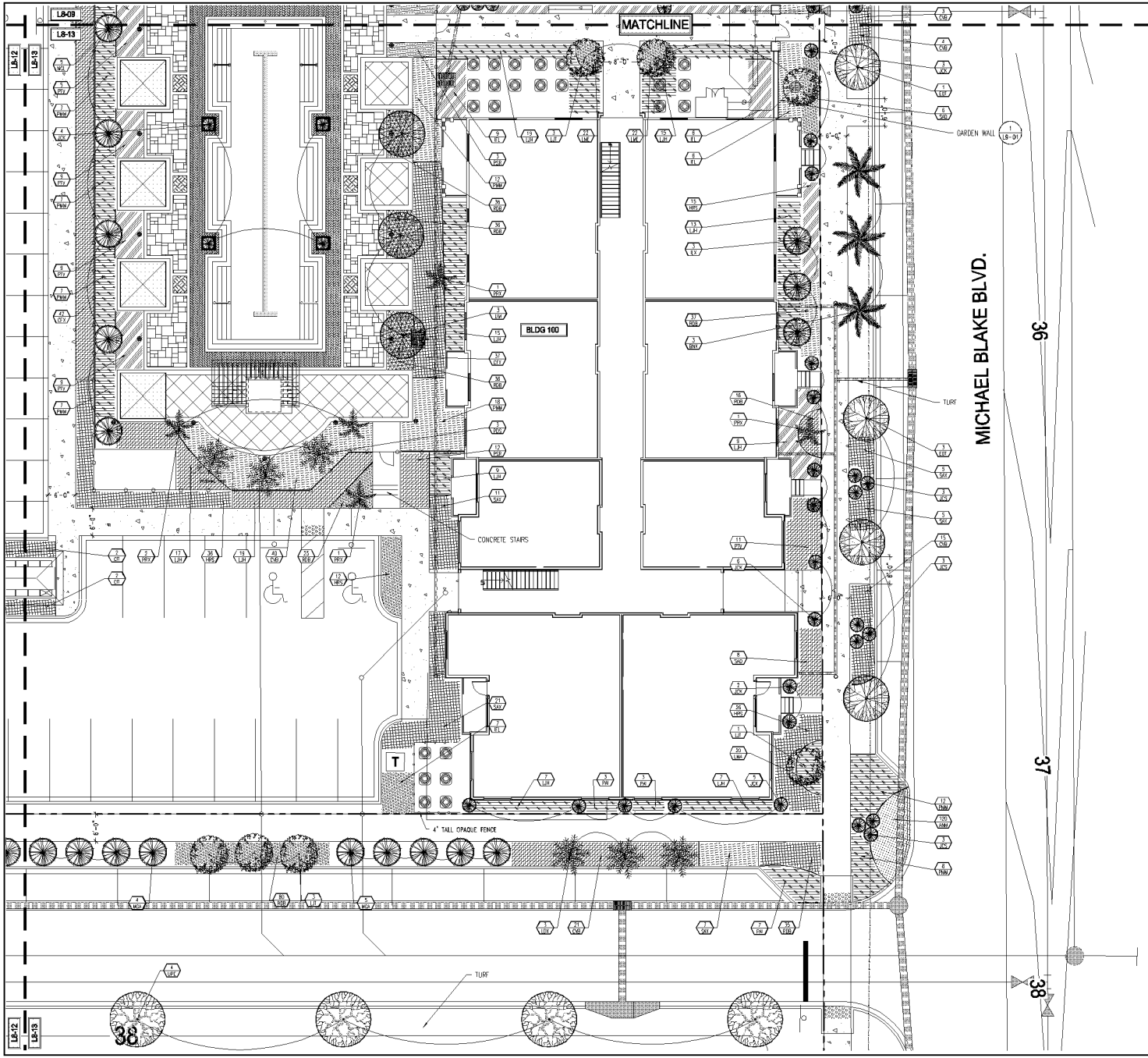
SHEET NUMBER

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COMMENTS

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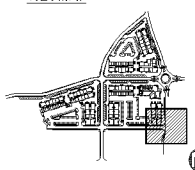
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KEYMAP



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CONSULTANT

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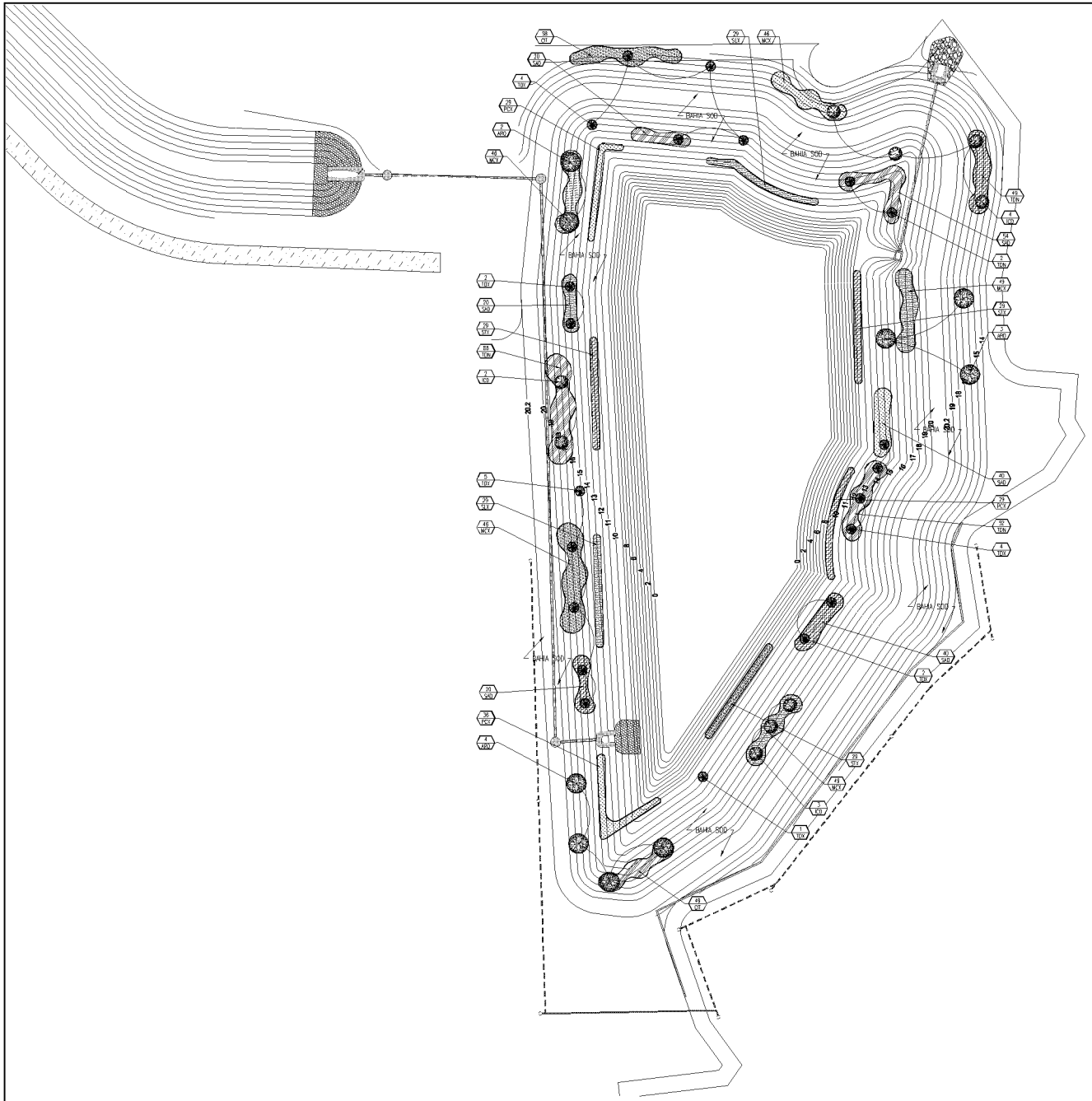
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COMMENTS

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RETENTION POND LANDSCAPE PLAN

SHEET NUMBER L8-14

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GENERAL LANDSCAPE NOTES

- LANDSCAPE WORK SHALL INCLUDE, BUT IS NOT LIMITED TO, THE SUPPLYING OF ALL PLANT MATERIALS SPECIFIED, THE FURNISHING OF ALL LABOR, EQUIPMENT, WATER, ELECTRICITY, EQUIPMENT AND ALL MATERIALS CALLED. THE WORK SHALL INCLUDE MAINTAINING OF ALL PLANTS AND PLANTING AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER. THE LC SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE LA AND SUPERVISE THE WORK AT ALL TIMES THROUGH FINAL OWNER ACCEPTANCE
- ALL LANDSCAPE WORK SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES PERMITTING IS THE RESPONSIBILITY OF THE LC.
- VERIFICATION OF EXISTING CONDITIONS IS THE RESPONSIBILITY OF THE LC. THIS INCLUDES BUT IS NOT LIMITED TO: SOIL CONDITIONS, UTILITIES (UNDERGROUND AND ABOVE GROUND) EXISTING STRUCTURES, ETC.
- THE LC SHOULD BE COMPLETELY FAMILIAR WITH LANDSCAPE PLANS PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES, POTENTIAL PROBLEMS, ETC. SHOULD BE MADE KNOWN TO THE LA PRIOR TO COMMENCEMENT OF WORK.
- ALL REASONABLE SAFEGUARDS ARE TO BE TAKEN IN ORDER TO PROTECT EXISTING STRUCTURES, PAVEMENT, FURNISHINGS, LAWN AND LANDSCAPING. THE LC IS RESPONSIBLE FOR AND DAMAGE THAT OCCURS AS A RESULT OF LC NEGLIGENCE.
- EXISTING AND PROPOSED DRAINAGE PATTERNS ARE NOT TO BE DISTURBED BY THE LC IN A WAY THAT IS INCONSISTENT WITH THE LANDSCAPE PLANS.
- THE LC IS RESPONSIBLE FOR COORDINATING WORK TO BE PERFORMED WITH THE WORK OF OTHER SUBCONTRACTORS ON THE SITE, INCLUDING SCHEDULING AND PHYSICAL INTERFERENCE.
- THE LC MUST CONFIRM THE AVAILABILITY OF ALL SPECIFIED PLANT MATERIAL PRIOR TO THE COMMENCEMENT OF WORK. THE LC SHALL ARRANGE FOR APPROVAL OF PLANT MATERIALS BY THE LA VIA FIELD VISITS/TAGGING AND OR SUBMISSION OF PLANT SAMPLES AT THE DISCRETION OF THE LA.
- ALL PLANT MATERIAL SHALL MEET OR EXCEED THE AMERICAN STANDARDS FOR NURSERY STOCK AS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN AND APPROVED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE INC.
- ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. ALL CONTAINER AND TREE CALIPER SIZES ARE MINIMUM. CONTAINER OR CALIPER SIZE MAY BE INCREASED IF NECESSARY TO PROVIDE OVERALL PLANT SIZE SPECIFIED.
- ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL AT THE JOB SITE BY THE LA PRIOR TO INSTALLATION. WHEN DELIVERED PLANT MATERIAL DOES NOT COMPLY WITH THE REQUIREMENTS, THE LA RESERVES THE RIGHT TO REJECT SUCH PLANTS AND REQUIRE THE LC TO REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL REINSPECTED AND FOUND TO BE ACCEPTABLE. THE LC SHALL REMOVE REJECTED PLANTS AND MATERIALS FROM THE PLANTING SITE WITHIN 72 HOURS AND REPLACE WITH ACCEPTABLE MATERIALS.
- NO PLANT SUBSTITUTIONS WILL BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE LA. ANY SUBSTITUTIONS MUST BE SUBMITTED IN WRITING ACCOMPANIED BY PICTURES OR SAMPLES FOR APPROVAL BY THE LA PRIOR TO INSTALLATION.
- ALL SHRUB BEDS SHALL BE TILLED TO MINIMUM DEPTH OF 12". PLANTING BEDS TO BE SEPARATED FROM LAWN AREAS WITH A 4" DEEP EXCAVATED TRENCH. THE TRENCH SHALL HAVE A VERTICAL FACE AGAINST THE LAWN AREA, AND A CENTLY TAPERED EDGE LEADING INTO THE SHRUB BED
- THE LC IS RESPONSIBLE FOR ENSURING THAT THE SOIL IN ALL PLANTED AREAS IS OF AN APPROPRIATE TYPE AND CONSISTENCY FOR PLANTING AND AT THE CORRECT pH. THE LC IS RESPONSIBLE FOR FIELD VERIFYING SOIL SUITABILITY, AND ANY NECESSARY AMENDMENTS SHOULD BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LA.
- THE LC SHALL BE RESPONSIBLE FOR REMOVING EXISTING VEGETATION AS REQUIRED AND PREPARING PLANTING AREAS PRIOR TO INSTALLATION OF PLANT MATERIALS.
- THE LANDSCAPE CONTRACTOR SHALL TEST PROJECT SOILS TO VERIFY THAT THE SOILS ON-SITE ARE ACCEPTABLE FOR PROPER GROWTH OF PLANT MATERIALS AND ADEQUATE DRAINAGE IN PLANT BEDS AND PLANTERS. THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE LOCATION AND PROCUREMENT OF EXISTING ON-SITE SOIL SAMPLES WITH THE LANDSCAPE ARCHITECT. REPRESENTATIVE SAMPLES SHALL BE SUBMITTED TO A CERTIFIED TESTING LABORATORY FOR ANALYSIS. THE FINDINGS, TOGETHER WITH RECOMMENDATIONS FOR AMENDING THE SOILS SHALL BE REVIEWED AND APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO DELIVERY AND INSTALLATION OF PLANT MATERIALS AT THE JOB
- THE LANDSCAPE CONTRACTOR SHALL ENSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH HARDPAN AND COMPACTED FILL SHALL BE ACCOMPLISHED TO ENSURE DRAINAGE.
- ALL PLANTING BEDS SHALL BE STAKED AND OR PAINTED BY THE LC FOR APPROVAL BY THE LA PRIOR TO PLANT INSTALLATION. TREES SHALL BE LOCATED WITH STAKES OR FLAGS FOR APPROVAL BY THE LA PRIOR TO INSTALLATION
- ALL PROPOSED TREES SHALL BE INSTALLED EITHER ENTIRELY IN OR ENTIRELY OUT OF PLANTING BEDS. PLANTING BED OUTLINES SHALL NOT BE OBSTRUCTED AND SHALL BE SMOOTH AND FLOWING. IF TREES ARE LOCATED OUTSIDE PLANTING BEDS IN SOD AREAS, MAINTAIN A MINIMUM 3' WIDE OFFSET.
- THE PLANT QUANTITIES SHOWED ON THE LANDSCAPE CONTRACT DOCUMENTS ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND REPORTING ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO CONTRACT AWARD AND COMMENCEMENT OF WORK.
- THE LC IS RESPONSIBLE FOR DETERMINING THE AMOUNT OF SOD OR SEED REQUIRED TO INSTALL LAWN AREAS ACCORDING TO THE LANDSCAPE PLANS. ANY ADDITIONAL SOD OR SEEDED AREAS ADDED TO THE PLANS DURING THE INSTALLATION PROCESS SHALL BE PROVIDED BY THE LC AT A MUTUALLY AGREED UPON SQ. FT. UNIT COST. AREAS TO BE SEEDED OR SEEDED SHALL BE AMENDED PER SOILS REPORT TO PROVIDE REQUIRED NUTRIENTS AND SOIL PH OF BETWEEN 6.0 AND 7.0.
- THE LC SHALL BE RESPONSIBLE FOR THE STABILITY AND PLUMB CONDITION OF ALL INSTALLED PLANT MATERIALS AND REPLACING ANY DAMAGED PLANT MATERIAL WITH PLANTS OF EQUAL KIND, SIZE AND CONDITION AT NO ADDITIONAL COST TO THE OWNER. NO CHAINS OR CABLES ATTACHED TO THE TRUNK SHALL BE USED WHEN INSTALLING PLANT MATERIALS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PREVENT PLANTS AND TREES FROM FALLING OR BEING BLOWN OVER, AND TO REPLACE ALL PLANTS WHICH ARE DAMAGED DUE TO INADEQUATE GUYING OR STAKING AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL REMOVE ALL STAKING MATERIALS THE END OF THE WARRANTY PERIOD AND DISPOSE OFFSITE.
- ALL PLANTING BEDS SHALL BE MULCHED WITH A 4" LAYER OF MULCH AS SPECIFIED. ALL TREES SHALL HAVE A 4" THICK MULCH RING PLACED AROUND THE BASE OF THE TRUNK. THE LANDSCAPE SCOPE OF WORK INCLUDES MULCHING AS AN INTEGRAL PART THE PROJECT AND NOT AS A SEPARATE COST ITEM.
- ALL PLANT MATERIALS SHALL RECEIVE ADEQUATE WATERING BY THE LC AS REQUIRED UNTIL THE LANDSCAPE IRRIGATION SYSTEM IS FULLY OPERATIONAL AND UNTIL FINAL ACCEPTANCE BY OWNER.
- ALL EXISTING PLANT BEDS TO REMAIN WITHIN THE CONSTRUCTION LIMIT LINE SHALL BE LEFT UNDISTURBED. EXISTING TREES TO REMAIN, AS NOTED ON THE DRAWINGS, SHALL BE LEFT UNDISTURBED AND PROTECTED BY BARRICADES ERECTED AT THE PERIMETER OF THE TREE DRIP LINE (S). NO VEHICLE SHALL TRAVERSE THIS AREA NOR SHALL ANY STORAGE OF MATERIALS OR EQUIPMENT BE PERMITTED WITHIN THE AREA OF THE TREE DRIPLINE(S). ANY EXISTING PLANT BEDS OR TREES DAMAGED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED BY THE RESPONSIBLE PARTY AT THEIR OWN EXPENSE.
- NO TREES SHALL BE PLANTED WITHIN DESIGNATED UTILITY CORRIDORS, PUBLIC RIGHT OF WAY (WITHOUT RIGHT OF WAY UTILIZATION PERMIT) NOR ANY PLANTS LOCATED WITHIN FOUR FEET (4') OF ANY SWALE CENTERLINE IDENTIFIED ON THE DRAWINGS. FIELD ADJUST AS NECESSARY AND REVIEW ADJUSTMENTS WITH THE LA PRIOR TO INSTALLATION.
- THE LC SHALL BE RESPONSIBLE FOR PROVIDING EFFECTIVE TRAFFIC CONTROL AND REMOVAL OF ALL DEBRIS AND EXCAVATED BACKFILL OFF-SITE ON A DAILY BASIS AT NO ADDITIONAL COST TO THE OWNER.
- NOTE: QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWING SHALL BE FURNISHED BY THE LC. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. HIS ESTIMATES ARE ONLY AN AID FOR CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS OWN ESTIMATES. DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF PLANT MATERIAL ACCORDING TO DRAWINGS.
- WARRANTY: ALL PLANTS SHALL BE WARRANTED TO REMAIN ALIVE AND HEALTHY AND IN THRIVING CONDITION FOR ONE YEAR FROM THE DATE OF JOB ACCEPTANCE. PLANTS SHALL BE SPECIMEN QUALITY. PLANTS SHALL BE SOUND, HEALTHY AND VIGOROUS. WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF.
- HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO TIP. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND NOT LESS THAN 50 PERCENT OF THE PLANTS SHALL BE AS LARGE AS THE MAXIMUM SIZE SPECIFIED.
- SHADE TREES SHALL BE STRAIGHT UNLESS OTHERWISE SPECIFIED. SEE SPECIFICATIONS FOR FERTILIZER AND AMENDMENT ADDITIVES.
- THE TRUNK FLARE DEPTH FOR ALL TREES SHOULD BE VISIBLE AT +/- 2" ABOVE GRADE.
- ALL B&B TREES SHALL HAVE BEEN 100% ROOT PRUNED AT THE MIDPOINT OF THEIR LIFESPAN IN THE NURSERY OR AFTER. CONTRACTOR RESPONSIBLE FOR OBTAINING INFORMATION REGARDING NURSERY GROWING PRACTICES AND PROVISION OF THIS INFORMATION TO THE LANDSCAPE ARCHITECT.
- WIRE BASKETS SHOULD HAVE TOP RUNG CUT AWAY FROM BASKET HORIZONTALLY, AND REMAINDER OF BASKET TO REMAIN.
- ALL B&B TREES SHALL BE MOVED WITH STRAPPING CONNECTED TO WIRE BASKET ONLY. NEVER ATTACHED DIRECTLY TO TREE TRUNK. CONTAINER PLANTS SHALL BE MOVED IN A WAY THAT IS COMPLETELY SUPPORTED BY THE CONTAINER, NOT THE TREE TRUNK.
- PLANTS SHALL BE SUBJECT TO REVIEW BY LANDSCAPE ARCHITECT AT THE NURSERY. LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF MATERIALS AND PLACEMENT.
- ALL TREES TO BE INSTALLED WITH MOST ATTRACTIVE SIDE FACING PREDOMINANT POINT OF VISIBILITY
- ALL LANDSCAPE BEDS TO BE EDGED AS SHOWN IN LANDSCAPE DETAILS.
- LC TO ENSURE ALL TREE ROOTS BE STURDILY ESTABLISHED IN BALL THAT HAS BEEN TIGHTLY WRAPPED AND SECURELY TIED WITH TWINE OR WIRE, OR PINNED

Canopy Trees

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
ARO	Acer rubrum 'October Glory'	Red Maple	65 Gal.; 14' Min. Ht. ; Full; Nursery-Grown	27
LSR	Liquidambar styraciflua 'Rotundiloba'	Fruitless Sweetgum	30 Gal.; 10' Min. Ht. ; Full; Nursery-Grown	14
QVX	Quercus virginiana	Live Oak	65 Gal.; 12' Min. Ht. ; Full; Nursery-Grown	19
TDX	Taxodium distichum	Bald Cypress	65 Gal.; 14' Min. Ht. ; Full; Nursery-Grown	18
UPE	Ulmus parvifolia 'Emer II'	Allee Elm	30 Gal.; 10' Min. Ht. ; Full; Nursery-Grown	9

Understory Trees

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
CCR	Cercis canadensis 'Hearts of Gold'	Red Bud	15 Gal.; 6' Min. Ht.	22
EDT	Elaeocarpus decipiens	Japanese Blueberry	65 Gal.; 12' Min. Ht; 6' C.T.	34
ICD	Ilex vomitoria	Yaupon Holly	30 Gal.; 7' Min. Ht.	9
ILX	Ilex latifolia	Luster Leaf Holly	30 Gal.; 6' Min. Ht.	18
LIM	Lagerstroemia indica 'Muskogee'	Crape Myrtle	30 Gal.; 8' Min. Ht. Standard	26
LJT	Ligustrum japonica	Tree Form Ligustrum	30 Gal.; 6' Min. Ht.	66
MGA	Magnolia grandiflora 'TMGH'	Alta Magnolia	30 Gal.; 10' Min. Ht.; F.T.G.	10
MGL	Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	65 Gal.; 10' Min. Ht.	6

Palms

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
BNX	Bismarckia nobilis	Bismark Plam	10' C.T. Marl Root Ball Unacceptable	14
LDX	Livistona decipiens	Ribbon Palm	10' C.T. Marl Root Ball Unacceptable	25
PDS	Phoenix sylvestris	Sylvester Palm	14' Ht. Marl Root Ball Unacceptable	5
PRX	Phoenix roebelenii	Pygmy Date Palm	25 Gal.; 6' Min. C.T. Triple; Marl Root Ball Unacceptable	74
PSX	Phoenix dactylifera 'Medjool'	Medjool Date Palm	14' Ht. Marl Root Ball Unacceptable	3
RHX	Rhapidophyllum hystrix	Needle Palm	25 Gal; 4' men. ht. Triple	21

Shrubs

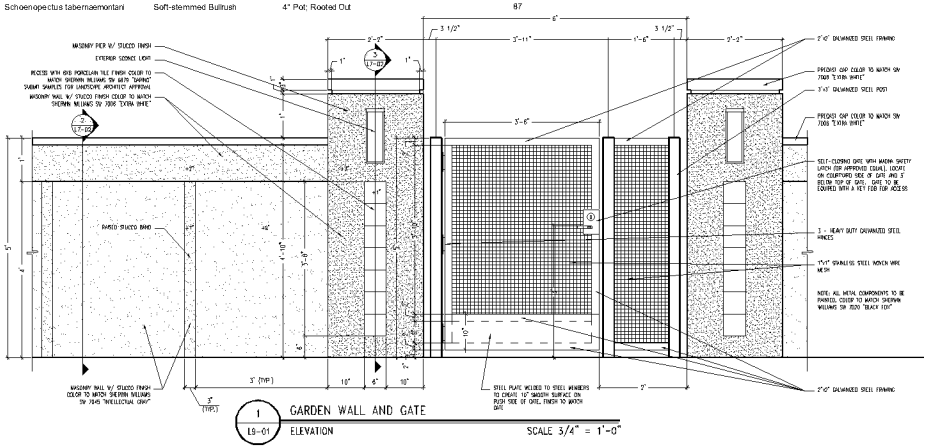
Symbol	Botanical Name	Common Name	Size & Spec	Quantity
CFX	Cordyline fruticosa	TI Plant	3 Gal.; Full; Matched	243
CIT	Canna indica 'Tropicana Black'	Canna Lily	3 Gal.; 36"; Full; Matched	250
CVB	Codiaeum variegatum 'Bravo'	Croton	3 Gal.; 36"; Full; Matched	372
GJR	Gardenia jasminoides 'Radicans'	Dwarf Gardenia	3 Gal.; Full; Matched	93
HRS	Hibiscus rosa sinensis 'Mt. Fire'	Mt. Fire Hibiscus	3 Gal; 36"; Full; Matched	445
IFL	Illicium floridanum	Florida Anise	7 Gal; Full; Matched	430
JCK	Juniperus chinensis 'Kaizuka'	Hollywood Juniper	8' Ht.; Full; Matched	63
JCS	Juniperus chinensis 'Spartan'	Spartan Juniper	8' Ht.; Full; Matched	139
LJH	Ligustrum japonica 'Howard'	Howard Ligustrum	3 Gal.; 30"; Full; Matched	423
MCX	Muhlenbergia capillans	Pink Muhly Grass	3 Gal.; 30"; Full; Matched	236
PAI	Plumbago auriculata 'Imperial Blue'	Plumbago	3 Gal.; 30"; Full; Matched	231
PMM	Podocarpus macrophyllus maki	Podocarpus	3 Gal.; 30"; Full; Matched	374
PSR	Pennisetum setaceum 'Rubrum'	Purple Fountain Grass	3 Gal.; 14" x 16"; Full; Matched	152
PSS	Philodendron selloum	Philodendron	3 Gal.; 30"; Full; Matched	181
PTV	Pittosporum tobira 'Variegata'	Variegated Pittosporum	3 Gal.; 30"; Full; Matched	190
SAD	Schefflera arboricola	Variegated Dwarf Schefflera	3 Gal.; 30"; Full; Matched	442
SAX	Schefflera arboricola	Schefflera	3 Gal; 42"; Full; Matched	243
TDN	Tripsicum dactyloides 'Nana'	Dwarf Fakahatchee Grass	3 Gal; 14"-16"; Full; Matched	214

Groundcover

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
ANM	Annual Plant Material	Annuals	4" Pot; Rooted Out	490
LME	Liriope muscari 'Evergreen Giant'	Liriope	1 Gal; 18"; Full plant Matched	562
LMA	Liriope muscari 'Aztec Grass'	Aztec Grass	1 Gal; 18"; Full plant Matched	1083
RDB	Rhoeo discolor 'Bermuda'	Dwarf Oyster Plant	1 Gal; 18"; Full plant Matched	1346

Aquatic Plantings

Symbol	Botanical Name	Common Name	Size & Spec	Quantity
PCX	Pontederia cordata	Pickerel Weed	4" Pot; Rooted Out	94
SLX	Sagittaria latifolia	Arrowhead	4" Pot; Rooted Out	58
STX	Schoenopectus tabernaemontani	Soft-stemmed Bullrush	4" Pot; Rooted Out	87



1 L9-01 GARDEN WALL AND GATE ELEVATION SCALE 3/4" = 1'-0"

GENERAL LANDSCAPE NOTES (CONT.)

- SOD AND SEED QUANTITIES TO BE PROVIDED BY CONTRACTOR.
- THE CONTRACTOR SHALL ACCOMPANY LANDSCAPE ARCHITECT ON REVIEW TRIPS. CONTRACTOR TO SUBMIT PHOTOS OF ALL TREES WITH BID SUBMITTAL.
- TREES SPECIFIED TO HAVE CLEAR TRUNK HEIGHT TO BE PURCHASED FROM THE NURSERY WITH SAID CLEAR TRUNK HEIGHT, NOT FIELD-PRUNED BY CONTRACTOR.

SPECIAL NURSERY SOURCE NOTE:

THE FOLLOWING NURSERIES ARE APPROVED IN ALL CASES AS PROVIDER(S) FOR PLANT MATERIAL SPECIFIED FOR THIS PROJECT. OTHER NURSERIES ARE ACCEPTABLE PROVIDING THE LANDSCAPE CONTRACTOR CAN PROVIDE INFORMATION TO THE LANDSCAPE ARCHITECT INDICATING THAT THE NURSERY FOLLOWS PROPAGATION AND GROWING PRACTICES AS INDICATED IN THE ACCOMPANYING SPECIFICATIONS. IF A SPECIFIC NURSERY IS LISTED IN THE PLANT MATERIAL SPECIFICATIONS, THIS NURSERY MUST BE USED AS THE SOURCE OF SAID PLANT MATERIAL.

CHERRY LAKE NURSERY, GROVELAND, FLORIDA 1-800-429-2171

SELECT TREES, ATHENS, GEORGIA 706-769-9879

BOLD SPRING NURSERY, HAWKINSVILLE, GEORGIA 478-783-4975

MID-GEORGIA NURSERY, MEANSVILLE, GEORGIA 770-567-3874

NOTE: ALL PLANT SUBSTITUTIONS TO BE SUBMITTED TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OR PROCUREMENT OF PLANT MATERIAL.

Mitigation Tree Credits

Common Name	Botanical Name	Gallon Size/ Minimum Height	Credit per Tree	Quantity	Total Credits
Red Maple	Acer rubrum	65 gal; 14' min. ht.	4	27	108
Sweetgum	Liquidambar styraciflua	30 gal; 10' min. ht.	3	14	42
Live Oak	Quercus virginiana	65 gal; 14' min. ht.	4	19	76
Bald Cypress	Taxodium distichum	65 gal; 14' min. ht.	3	18	54
Allee Elm	Ulmus parvifolia	30 gal; 10' min. ht.	1	9	9
Red Bud	Cercis canadensis	30 gal; 6' min. ht.	3	22	66
Japanese Blueberry	Elaeocarpus decipiens	30 gal; 6' min. ht.	3	34	102
Yaupon Holly	Ilex vomitoria	30 gal; 7' min. ht.	3	9	27
Lusterleaf holly	Ilex latifolia	30 gal; 7' min. ht.	1	18	18
Crape Myrtle	Lagerstroemia indica	30 gal; 8' min. ht.	1	26	26
Tree Form Ligustrum	Ligustrum japonica	30 gal; 6' min. ht.	2	66	132
Alta Magnolia	Magnolia grandiflora	30 gal; 7' min. ht.	3	10	30
Little Gem Magnolia	Magnolia grandiflora	65 gal; 10' min. ht.	4	6	24
Pygmy Date Palm	Phoenix roebelenii	25 gal; 6' min. ht. triple	1	74	74
Needle Palm	Rhapidophyllum hystrix	25 gal; 4' min. ht. triple	5	22	110
				Total:	898

NOTE TO CONTRACTOR:

QUANTITIES OF PLANTS AND MATERIALS ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES FROM THE LANDSCAPE PLANTING LAYOUT SHEETS. CONTRACTOR IS CONTRACTUALLY OBLIGATED TO INSTALL LANDSCAPE MATERIAL AS SHOWN IN PLANS REGARDLESS OF PROVIDED QUANTITIES

NOTE TO CONTRACTOR:

IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO DETERMINE WHETHER TREES ARE TO BE FULL TO THE GROUND OR TREE FORM (I.E. MAGNOLIA). IF PLANS SHOW UNDER-PLANTING, TREES NEED TO HAVE MIN. 5' CLEAR TRUNK. OTHERWISE TREES SHOULD BE FULL TO THE GROUND. CLEAR-TRUNK TREES NEED TO BE PURCHASED FROM THE NURSERY AS CLEAR-TRUNK NOT FIELD PRUNED BY THE CONTRACTOR.

CONTRACTOR / LANDSCAPE CONTRACTOR PLEASE NOTE:

NOTE: ALL TREES TO BE TAGGED BY THE LANDSCAPE ARCHITECT AT SOURCE NURSERY PRIOR TO PROCURMENT BY LANDSCAPE CONTRACTOR. CONSULT L9-01 FOR NURSERY SOURCE INFORMATION. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE LANDSCAPE ARCHITECT A MINIMUM OF THIRTY DAYS IN ADVANCE OF TAGGING FOR SCHEDULING PURPOSES.

ANY TREES NOT TAGGED BY THE LANDSCAPE ARCHITECT IN ADVANCE OF INSTALLATION ARE SUBJECT TO REMOVAL AND REPLACMENT AT NO ADDITIONAL EXPENSE TO THE OWNER OR LANDSCAPE ARCHITECT. TREES TO BE REMOVED AS SPECIFIED BY LANDSCAPE ARCHITECT.

LANDSCAPE CONTRACTOR TO PROVIDE PHOTOGRAPHS OF ALL SHRUB/GROUNDCOVER MATERIAL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO JOBSITE FOR APPROVAL.

GENERAL IRRIGATION SPECIFICATIONS

THE IRRIGATION PLANS AND INSTALLATION PROVIDED FOR THE ACCOMPANYING LANDSCAPE ARCHITECTURAL PLANS SHALL MAINTAIN THE FOLLOWING STANDARDS (CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE TO THESE STANDARDS AS WELL AS THE PROVISION OF SAID IRRIGATION PLANS) NOTED THESE SPECIFICATIONS ARE NOT A REPLACEMENT FOR ANY PROVIDED BOOK-FORMAT SPECIFICATIONS (MASTERSPEC (CSI, ETC.) NOR AN INSTRUMENT TO ALLOW FOR PRODUCT INSTALLATION THAT IS LESS THAN IDEAL INDUSTRY-ACCEPTED STANDARDS. THESE ARE THE MINIMUM REQUIREMENTS FOR PROJECTS IRRIGATION INSTALLATION.

- HEAD-TO-HEAD COVERAGE IS TO BE PROVIDED IN ALL AREAS IRRIGATED WITH POP-UP SPRINKLERS. THIS IS TO ENSURE THAT EVERY LOCATION IN SAID AREAS WILL BE OVER-SPRAYED WITH WATER FROM AT LEAST TWO IRRIGATION SPRAY HEADS.
- ALL TREES (ANY PLANT > THAN 1" CALIPER OR CONTAINER SIZE > 15 GALLON) SHALL BE IRRIGATED WITH BUBBLERS.
- ALL LAWN AREAS AND SHRUBS/GROUND COVER AREAS PLANTED WITH MATERIAL IN 1 GALLON POTS OR SMALLER SHALL BE IRRIGATED WITH POP-UP SPRAY HEADS.
- DRIP IRRIGATION IS AN ACCEPTABLE ALTERNATIVE FOR SHRUB PLANTINGS > 1 GALLON AND < 30 GALLON. DRIP ENDS SHALL BE ANCHORED TO GROUND TO ENSURE MOVEMENT IS AVOIDED.
- NO IRRIGATION WATER SHALL BE DIRECTED TO PEDESTRIAN WALKWAYS, VEHICULAR SURFACES, OR HARDSCAPE FLATWORK OF ANY KIND. IRRIGATION NOT TO BE DIRECTED ON TO BUILDINGS.
- NO MACHINE TRENCHING IS TO BE CONDUCTED UNDERNEATH DRIP ZONES OF EXISTING TREES. TRENCHING SHALL BE MINIMIZED AND CONDUCTED BY HAND SO AS TO PROTECT EXISTING TREE ROOTS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL EXISTING UTILITIES LOCATED AND TO MAKE ANY REPAIRS CAUSED BY IRRIGATION INSTALLATION WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ACCURATE AS-BUILT DRAWINGS OF THE INSTALLED IRRIGATION SYSTEM (UPDATED PER ZONE INSTALLATION AT A MINIMUM), AND FINAL DRAWINGS SHALL BE PROVIDED TO OWNER AND LANDSCAPE ARCHITECT ANY TIME OF FINAL ACCEPTANCE OF IRRIGATION INSTALLATION WORK.
- FINAL ACCEPTANCE OF WORK WILL NOT BE PROVIDED UNTIL THE CONTRACTOR HAS FIELD-DEMONSTRATED TO OWNER AND/OR OWNER'S REPRESENTATIVE THAT THE LANDSCAPE HAS BEEN IRRIGATED IN THEIR ENTIRETY AS ESTABLISHED WITHIN THESE SPECIFICATIONS.
- A RAIN SENSOR IS TO BE PROVIDED THAT WILL TEMPORARILY SUSPENDED IRRIGATION SYSTEM FUNCTION IN THE EVENT OF A NATURAL RAINFALL (QUT-OFF AMOUNT TO BE PROGRAMMABLE)
- PROGRAMMABLE CONTROLLER TO BE LOCATED ON THE INSIDE OF A BUILDING OF THE OWNER'S CHOOSING. CONTRACTOR TO ENSURE THAT PROVISIONS HAVE BEEN MADE WITH APPROPRIATE DISBURSES/SUBCONTRACTORS FOR THIS INSTALLATION.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE POINT-OF-CONNECTION PRIOR TO SUBMITTING HIS BID FOR INSTALLATION WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE SLEEVING AND ELECTRICAL WIRING WILL BE PROVIDED AS REQUIRED FOR COMPLETE INSTALLATION OF SYSTEM PER THESE SPECIFICATIONS.
- PIPE COVER AND BACKFILL: 18" MIN. COVER OVER MAINLINES, 12" MIN. COVER OVER LATERAL LINES, 4" MIN. HORIZONTAL DISTANCE BETWEEN MAINLINES. PIPES SHALL OT BE PLACED ON TOP OF ONE ANOTHER. BACKFILL TO BE COMPACTED IN 6" MAX LIFTS FULLY COMPACTED BETWEEN LIFTS. SYSTEM TO BE TESTED PRIOR TO ANY BACKFILL ACTIVITY.
- LINES TO BE FLUSHED PRIOR TO INSTALLATION OF IRRIGATION HEADS
- WIRING TO SEPARATE ZONES TO BE COLOR COORDINATED. ANY PIPELINE UTILIZED FOR RE-USE WATER SHALL BE COLORED PURPLE.
- THRUST BLOCKS TO BE UTILIZED PER PIPE MANUFACTURER'S SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY COMPONENTS OF IRRIGATION SYSTEM (INCLUDING BUT NOT LIMITED TO PIPING, VALVES, VALVE BOXES, WIRING, CONTROLLER, BACKFLOW PREVENTER, WATER METER, SPRINKLERS, BUBBLERS, ETC).
- CONTRACTOR TO PROVIDE 1 YEAR WARRANTEE (PARTS AND LABOR) FROM THE DATE OF FINAL ACCEPTANCE OF WORK.

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM
CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO.: Landscape Architecture: LC26000312

PROJECT

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FL 32708

FOR

IBEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS

POLLACK SHORES
ONE PREMIER PLAZA
5605 GLENRIDGE DRIVE NE, SUITE 775
ATLANTA, GA 30342

ISSUE	DATE
SITE PLAN SUBMITTAL	09/04/2015
SITE PLAN RESUBMITTAL	10/13/2015
SITE PLAN RESUBMITTAL	11/20/2015

DATE

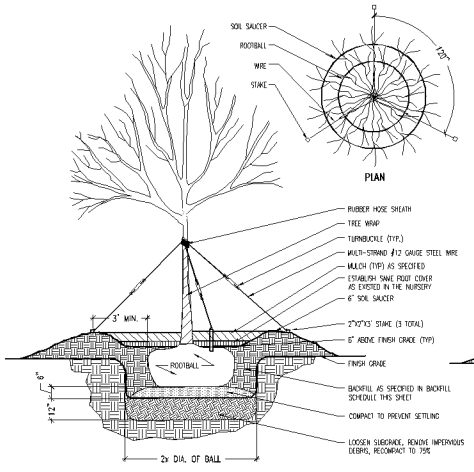
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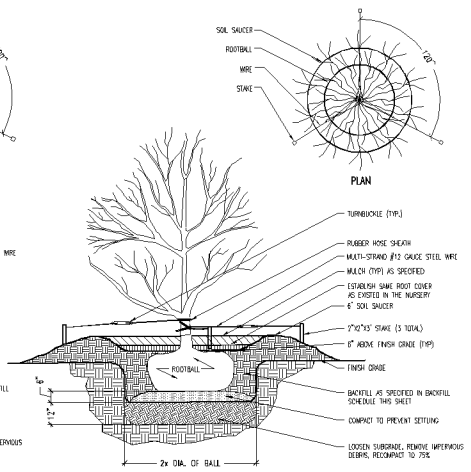
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SHEET NU



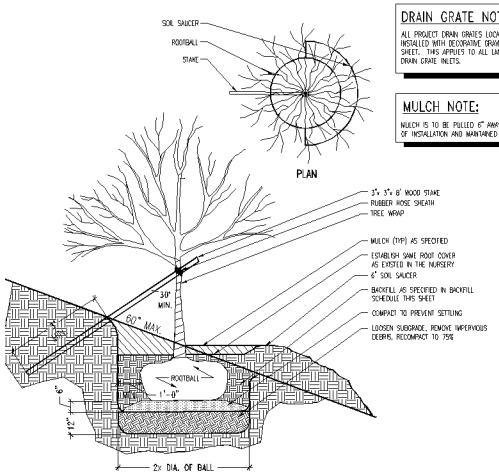
NOTE: ALL PLANT MATERIAL TO BE PRUNED AND SHAPED. CONTRACTOR TO REMOVE ALL INAPPROPRIATE BRANCHES AND LIMBS. LANDSCAPE ARCHITECT IS THE SOLE JUDGE OF THE EXTENT OF PRUNING AND SHAPING.

1 L9-02 **TYP. TREE PLANTING & GUYING**
SECTION SCALE: 3/8" = 1'-0"



NOTE: ALL PLANT MATERIAL TO BE PRUNED AND SHAPED. CONTRACTOR TO REMOVE ALL INAPPROPRIATE BRANCHES AND LIMBS. LANDSCAPE ARCHITECT IS THE SOLE JUDGE OF THE EXTENT OF PRUNING AND SHAPING.

2 L9-02 **TYP. SMALL TREE PLANTING**
SECTION SCALE: 3/8" = 1'-0"



NOTE: ALL PLANT MATERIAL TO BE PRUNED AND SHAPED. CONTRACTOR TO REMOVE ALL INAPPROPRIATE BRANCHES AND LIMBS. LANDSCAPE ARCHITECT IS THE SOLE JUDGE OF THE EXTENT OF PRUNING AND SHAPING.

3 L9-02 **TYP. TREE PLANTING ON SLOPE**
SECTION SCALE: 3/8" = 1'-0"

DRAIN GRATE NOTE:

ALL PROJECT DRAIN GRATES LOCATED IN PERVIOUS AREAS ARE TO BE INSTALLED WITH DECORATIVE GRAVEL AS SHOWN IN DETAIL 10, THIS SHEET. THIS APPLIES TO ALL LANDSCAPE DRAIN INLETS AND ALL CIVIL DRAIN GRATE INLETS.

MULCH NOTE:

MULCH IS TO BE PULLED 6" AWAY FROM TRUNK OF ALL TREES AT TIME OF INSTALLATION AND MAINTAINED THEREAFTER.

GENERAL NOTES:

- DO NOT ALLOW AIR POCKETS TO FORM DURING BACKFILLING.
- ALL PLANTINGS TO BE WATERED WITHIN 4 HOURS OF INSTALLATION.
- TREE TRUNKS TO BE SET ABSOLUTELY PLUMB.
- SEE ADDITIONAL NOTES L9-01 FOR INFORMATION REGARDING PLANT AVAILABILITY/SUBSTITUTIONS, WIRE BASKETS, MULCH, TRUNK FLARE, ETC.
- ALL OTHER PROVIDED NOTES CONTAINED WITHIN PLANS AND SPECIFICATIONS ARE TO BE ADHERED TO.

BACKFILL/AMENDMENT SCHEDULE:

TREES:	1/4 NATIVE SOIL, 3/4 FULLY DECOMPOSED ORGANIC MATTER, 1/2 TOPSOIL (BACKFILL PER TREE) MIX BACKFILL THOROUGHLY.
SHRUBS/G.C.	8" FULLY DECOMPOSED ORGANIC MATTER, 4" TOPSOIL (ALL TILLED COMPLETELY INTO SHRUB BED AS SPECIFIED IN GENERAL LANDSCAPE NOTES).
ANNUALS:	1/4 CLEAN, COURSE-GRAINED SAND, 1/4 PEAT MOSS, 1/4 TOPSOIL, 1/8 VERMICULITE, 1/8 FINE-MILLED COMPOSTED PINE BARK (COMPLETE MAKEUP OF ANNUAL BED).
SOD:	8" FULLY DECOMPOSED ORGANIC MATTER, 4" TOPSOIL (ALL TILLED COMPLETELY INTO SOD BED.

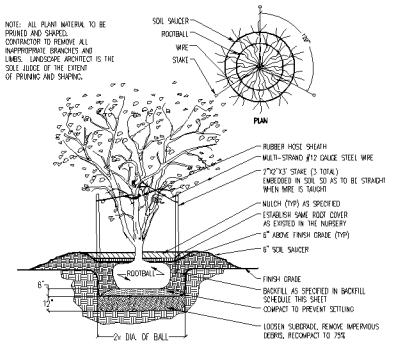
NOTE: A SOIL TEST IS TO BE OBTAINED PRIOR TO PLANTING. SOIL IS TO BE AMENDED WITH LIME, FERTILIZER, ETC. PER TEST REPORT SPECIFICATIONS. AMENDMENTS TO BE ADDED DURING CULTIVATION PROCESS.

ADDITIONALLY, PLANTINGS TO BE AMENDED WITH "OSMOCOTE PLUS 15-9-12" (AT A RATE PER MANUFACTURER'S SPECIFICATIONS). MATERIAL TO BE TILLED INTO SHRUB/ANNUAL BEDS AT TIME OF PREPARATION. FOR TREES, MATERIAL IS TO BE MIXED THOROUGHLY WITH BACKFILL MATERIAL (PER TREE) PRIOR TO INSTALLATION.

MULCH SPECIFICATION:

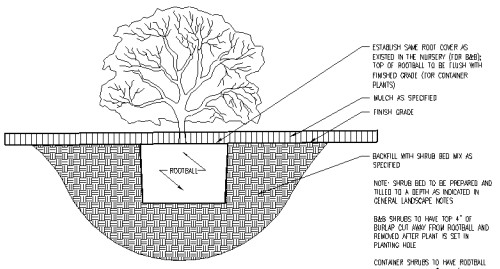
TYPE:	SHREDDED HARDWOOD MULCH FROM A LOCAL SOURSE
DEPTH:	4" IN ALL LOCATIONS

NOTE: ANNUAL BEDS TO BE MULCHED PER "ANNUAL FLOWER PLANTING" DETAIL

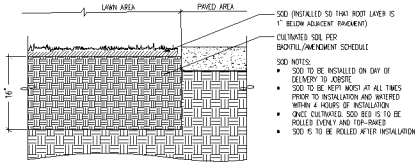


NOTE: ALL PLANT MATERIAL TO BE PRUNED AND SHAPED. CONTRACTOR TO REMOVE ALL INAPPROPRIATE BRANCHES AND LIMBS. LANDSCAPE ARCHITECT IS THE SOLE JUDGE OF THE EXTENT OF PRUNING AND SHAPING.

4 L9-02 **TYP. MULTI-TRUNK TREE PLANTING**
SECTION SCALE: 1/4" = 1'-0"

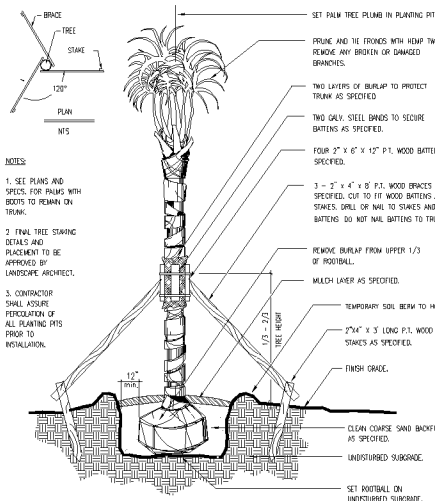


5 L9-02 **TYP. SHRUB PLANTING**
SECTION SCALE: 3/4" = 1'-0"



SOD NOTES:
- SOD TO BE INSTALLED ON DAY OF DELIVERY TO JOBSITE
- SOD TO BE KEPT MOIST AT ALL TIMES PRIOR TO INSTALLATION AND WATERED WITHIN 4 HOURS OF INSTALLATION
- ONCE CULTIVATED, SOD BED IS TO BE ROLLED EVENLY AND TOP-RAKED
- SOD IS TO BE ROLLED AFTER INSTALLATION

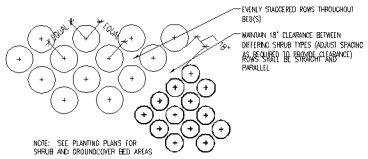
6 L9-02 **TYP. SOD INSTALLATION**
SECTION SCALE: 1-1/2" = 1'-0"



NOTES:

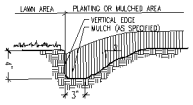
1. SEE PLANS AND SPECS. FOR PALMS WITH BOOTS TO REMAIN ON TRUNK.
2. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY LANDSCAPE ARCHITECT.
3. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

7 L9-02 **TYPICAL DRAIN GRATE STONE INSTALLATION**
SECTION SCALE: 3/4" = 1'-0"



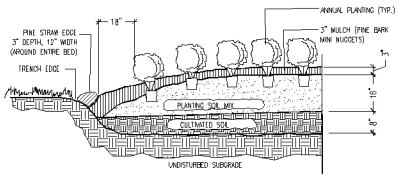
NOTE: SEE PLANTING PLANS FOR SHRUB AND GROUNDCOVER BED AREAS

8 L9-02 **TYP. TRIANGULAR SHRUB SPACING**
PLAN SCALE: 1/2" = 1'-0"

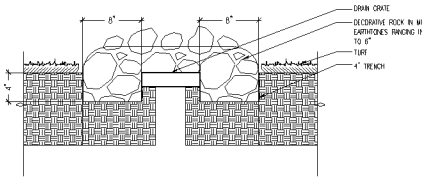


NOTE: CREATE TRENCH EDGE AT ALL MULCHED AREAS (INCLUDING INDIVIDUAL TREE LOCATIONS) AND CREATE 6" MULCH EDGE AROUND ALL CURBS. TRENCH EDGES SHALL BE SMOOTH, FLOWING AND MATCH PLANTING PLANS.

9 L9-02 **TYP. PLANT BED/TREE TRENCH EDGE DETAIL**
SECTION SCALE: 1-1/2" = 1'-0"



10 L9-02 **TYP. ANNUAL FLOWER PLANTING DETAIL**
SECTION SCALE: 3/4" = 1'-0"



11 L9-02 **TYPICAL DRAIN GRATE STONE INSTALLATION**
SECTION SCALE: 1 1/2" = 1'-0"

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM
CONSULTANT

SEAL

FLORIDA LICENSE #AR-92455

FLORIDA BUSINESS LICENCE NO.: Landscape Architecture: LC26000312

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WINTER SPRINGS, FL 32708

FOR

IBEW PENSION BENEFIT FUND/ WINTER SPRINGS HOLDINGS

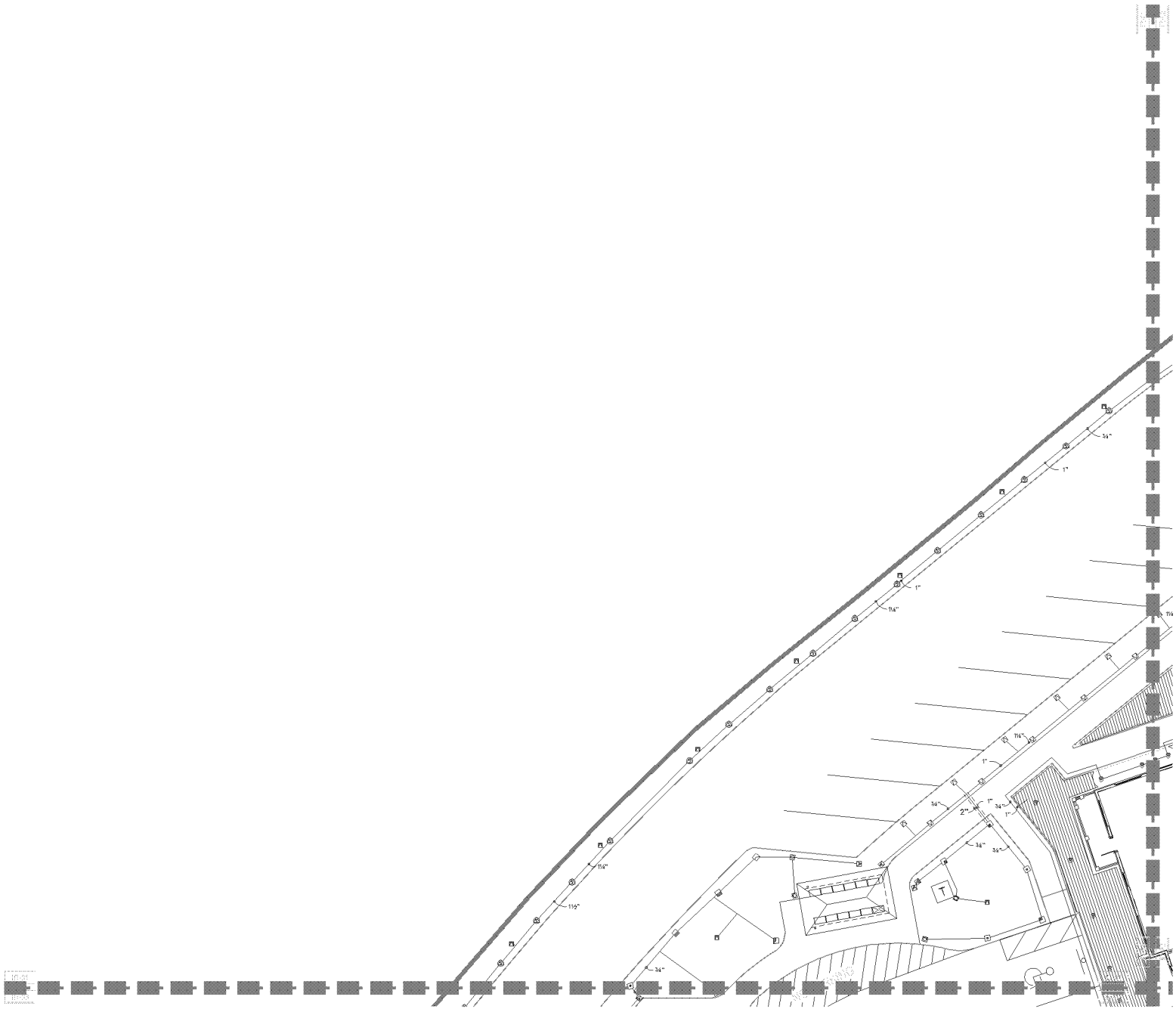
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ONE PREMIER PLAZA
5605 GLENRIDGE DRIVE NE, SUITE 775
ATLANTA, GA 30342

△ ISSUE	DATE
SITE PLAN SUBMITTAL	09/04/2015
SITE PLAN RESUBMITTAL	10/15/2015
SITE PLAN RESUBMITTAL	11/20/2015

DATE

JOB NUMBER 1355302
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CHECKED BY SMM
SHEET TITLE PLANTING DETAILS
SHEET NUMBER L9-02
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A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel (386) 424-9027
EMAIL: cid@cfl.rr.com

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201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FL 32708

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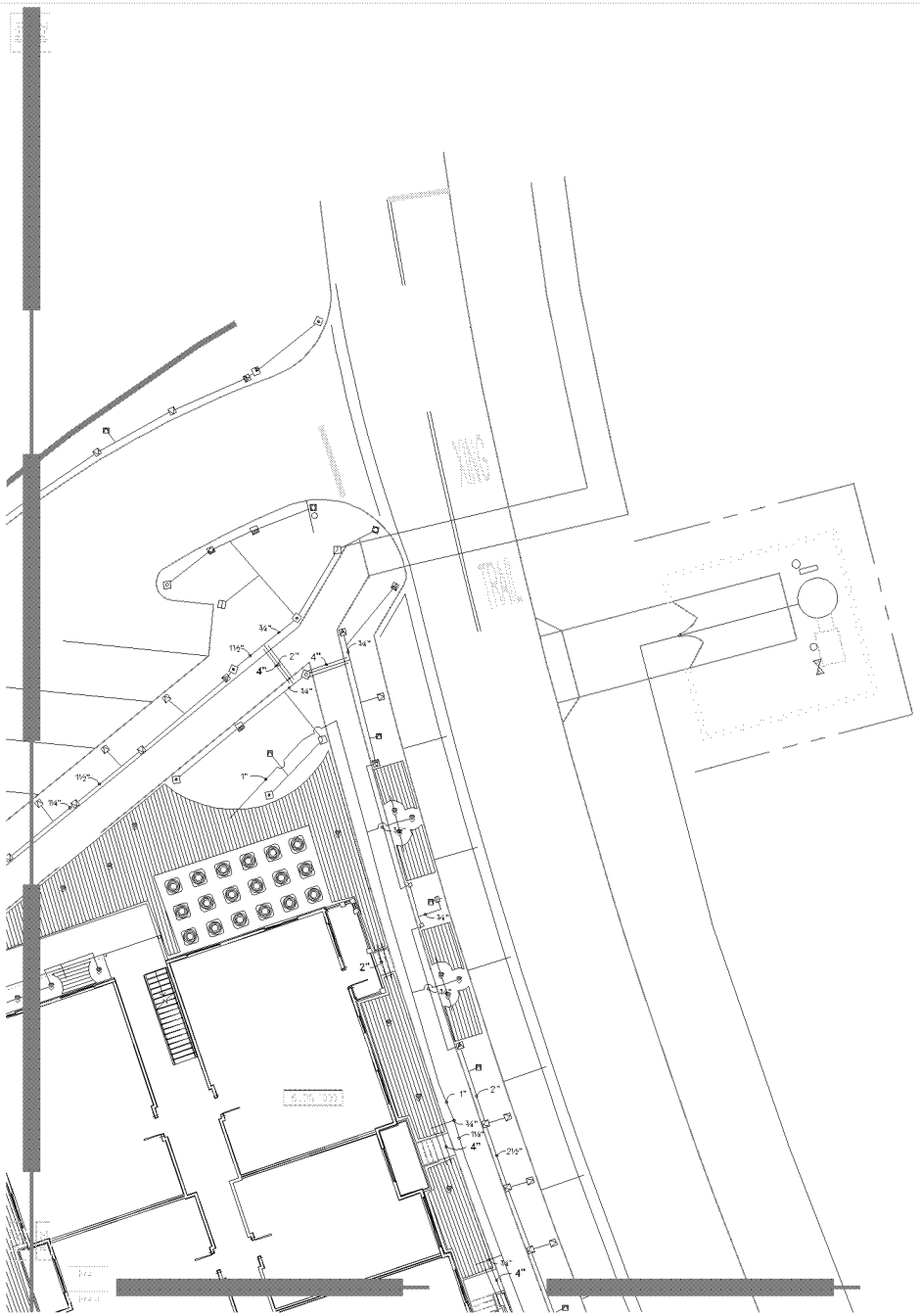
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A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424-0127
EMAIL: cid@fl.rr.com

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WINTER SPRINGS, FL 32708

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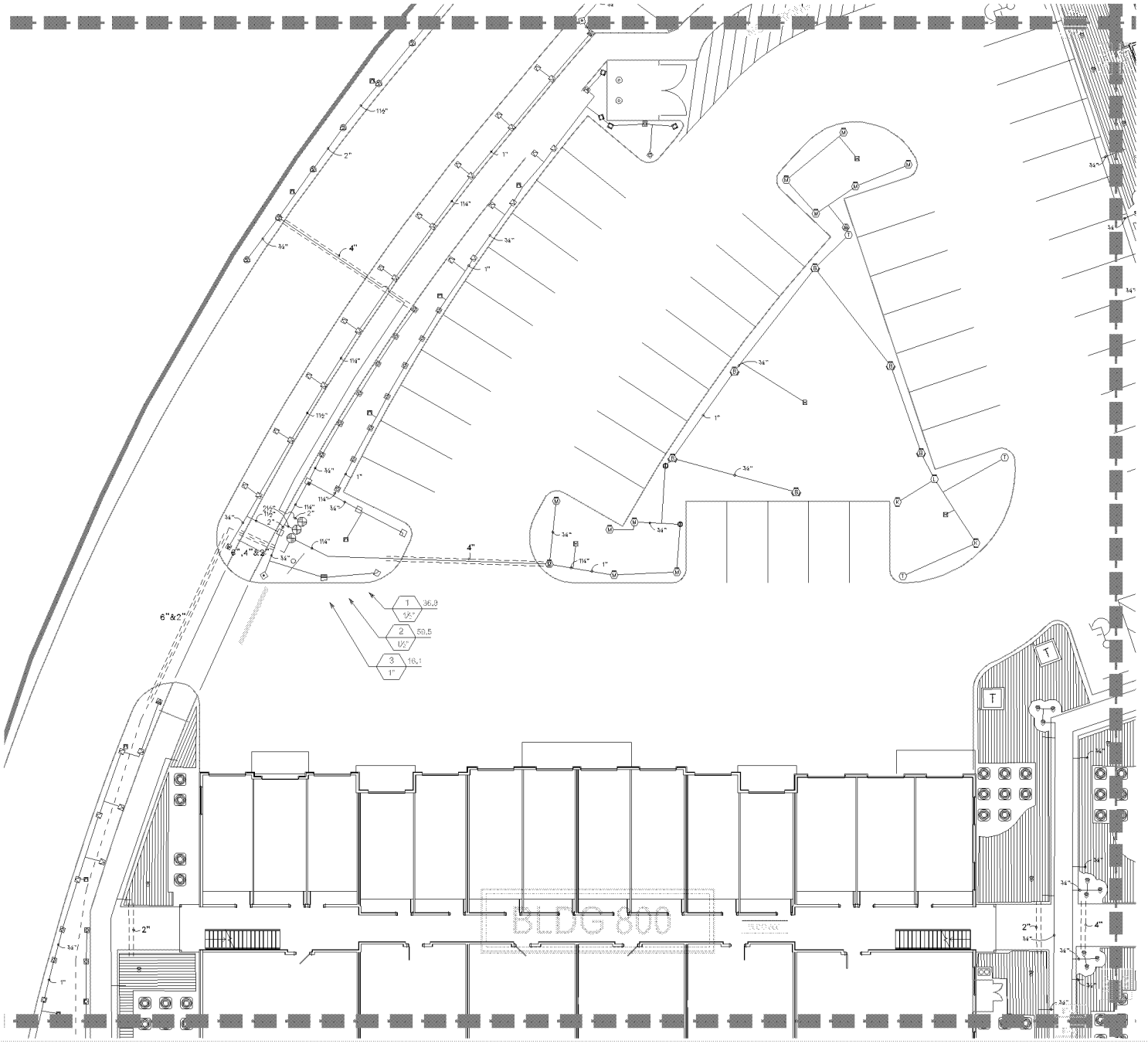
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A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424-6827
EMAIL: (illegible)

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WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FL 32708

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ATLANTA, GA 30342

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115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel (386) 424-6827
EMAIL cid@cfl.rr.com

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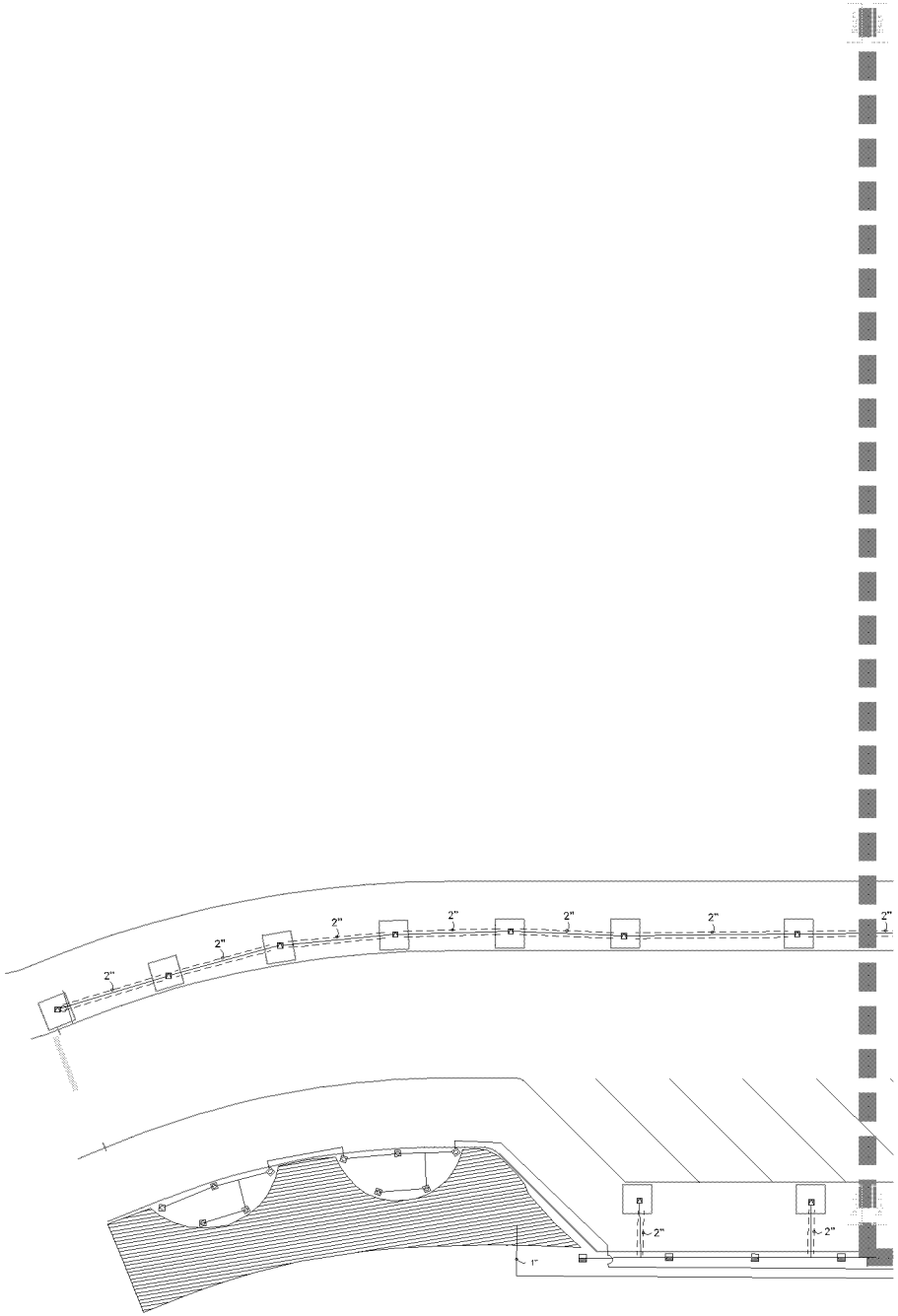
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115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel (386) 424-3027
EMAIL: cid@flonline.net

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WINTER SPRINGS, FL 32708

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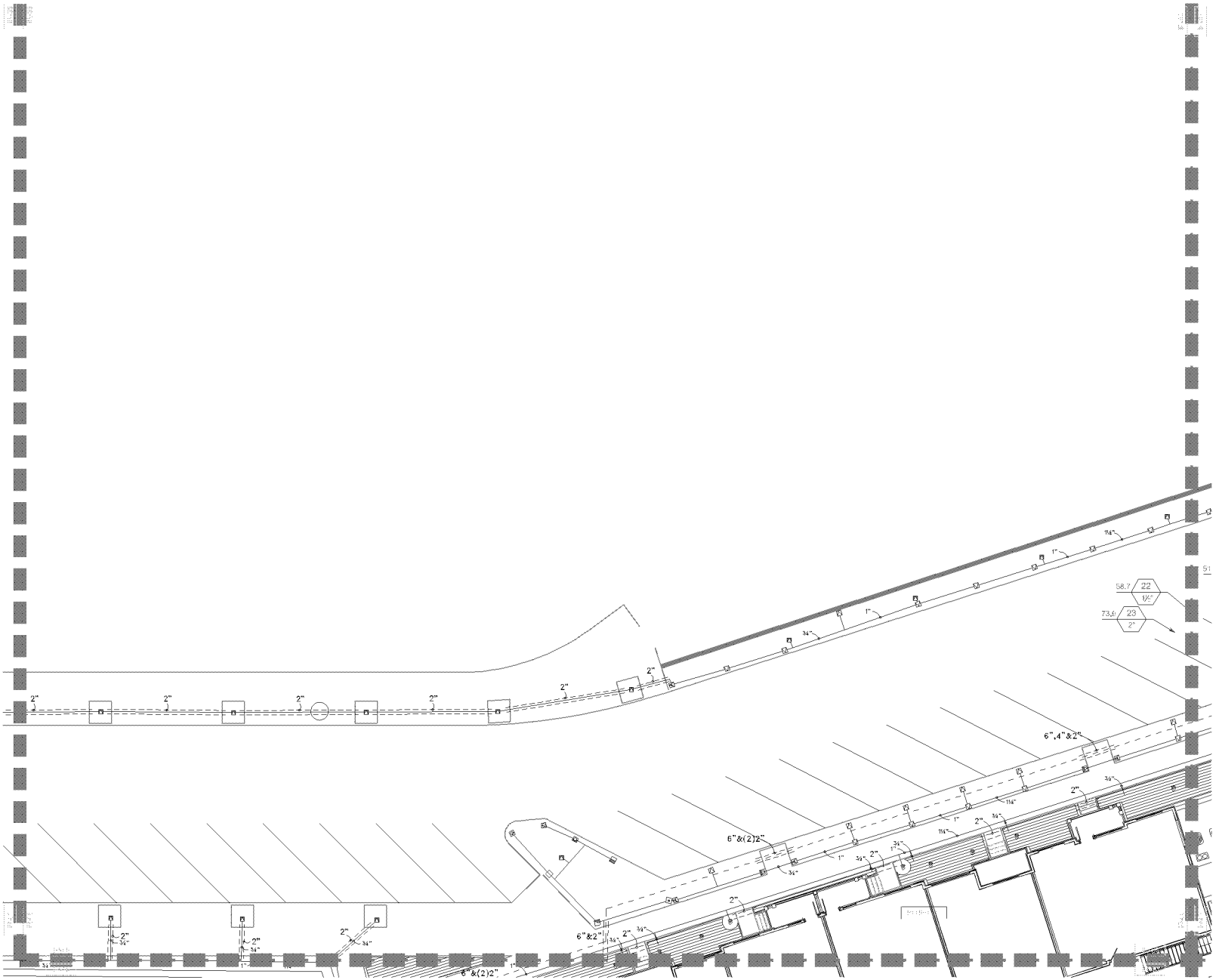
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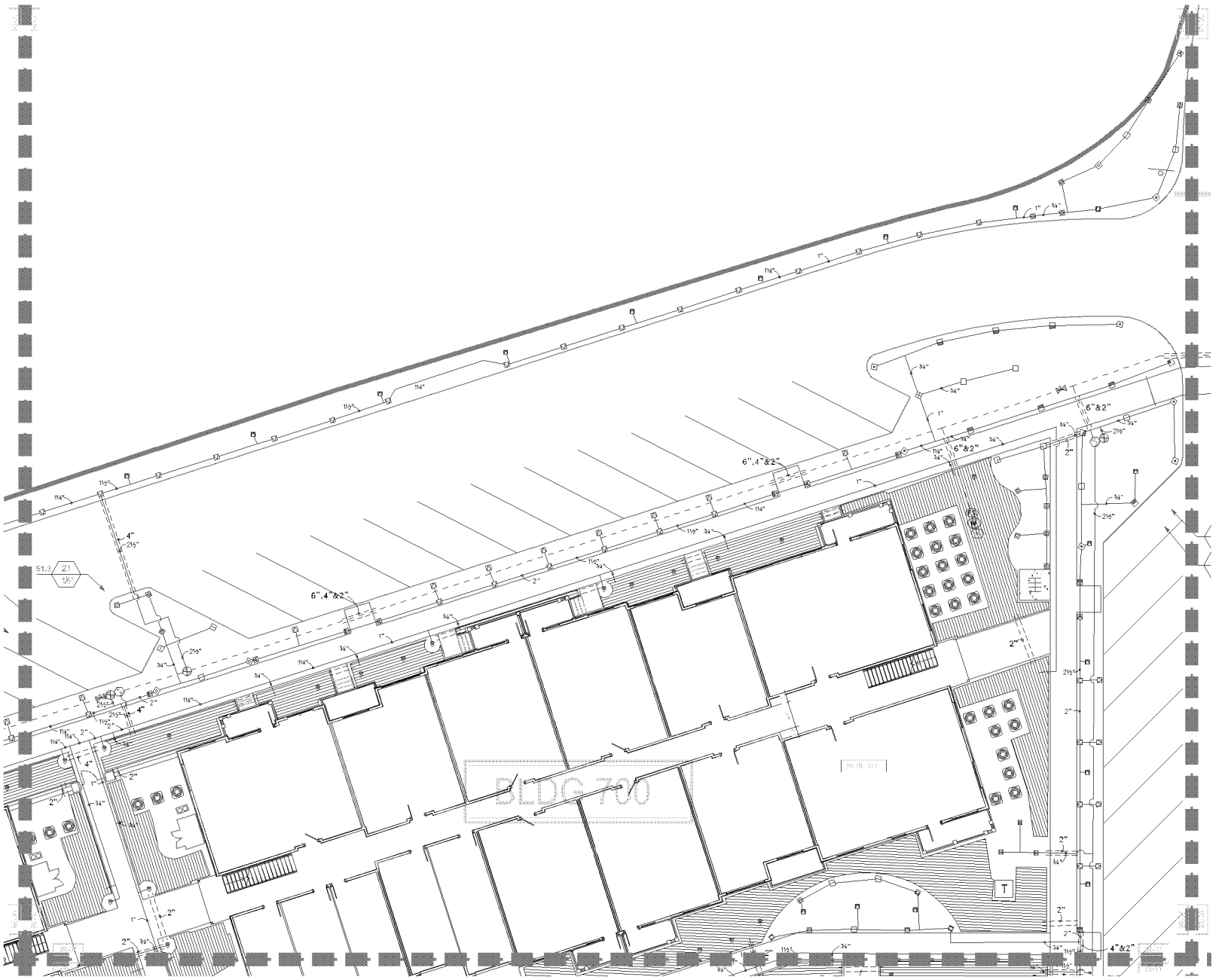
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2"
2



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115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424-0027
EMAIL: cid@cfl.rr.com

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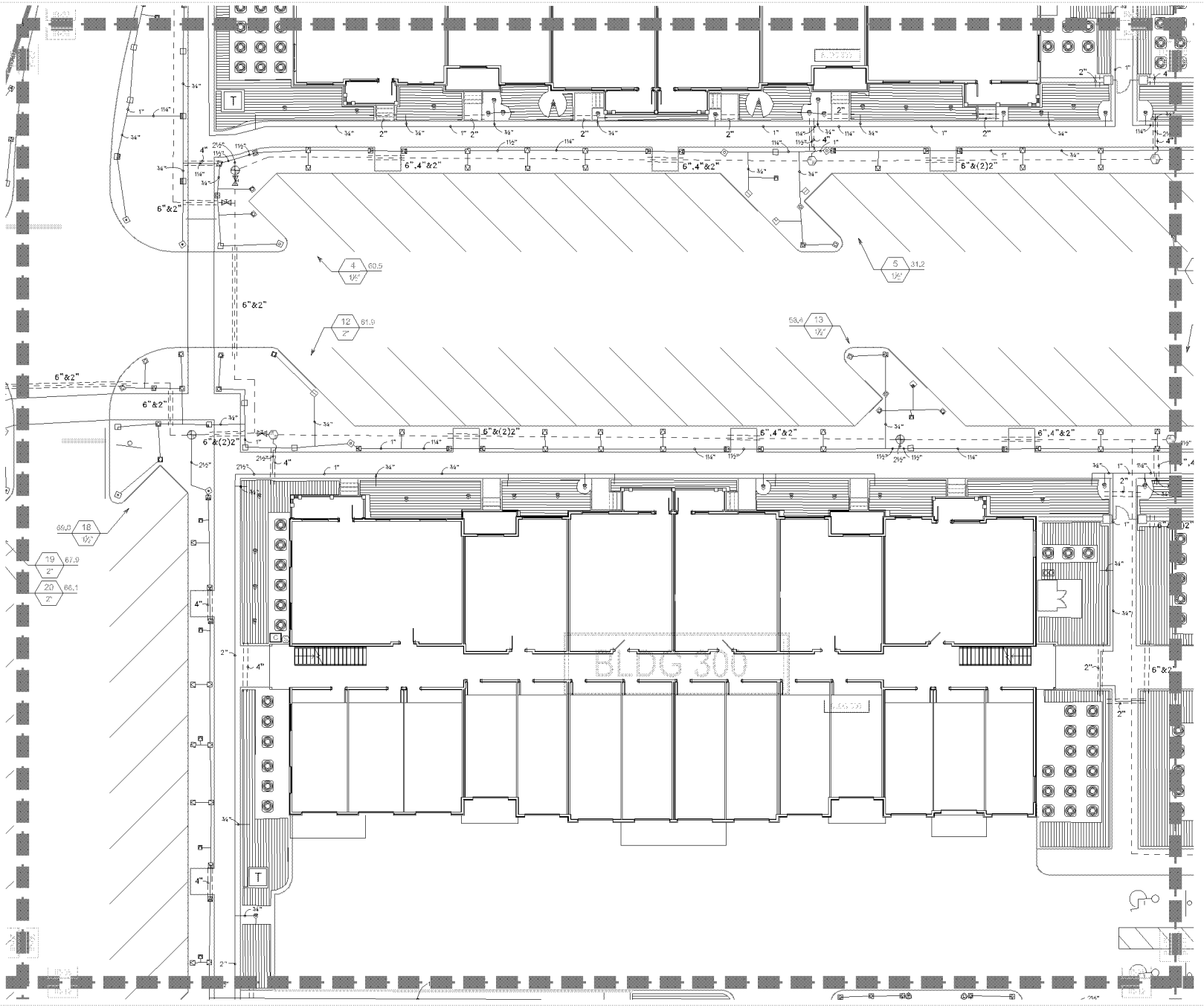
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ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424-0027
EMAIL: cid@cfl.rr.com

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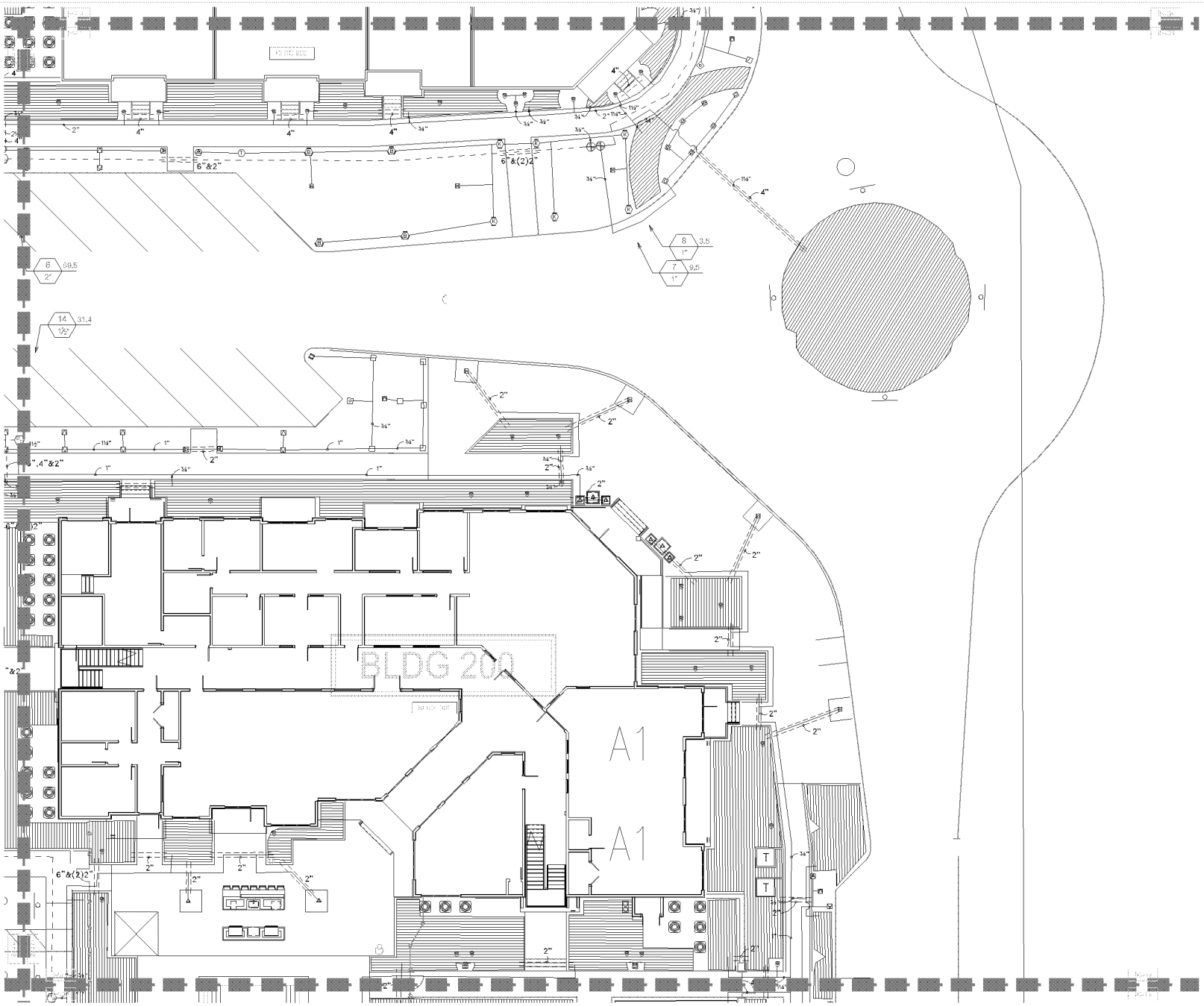
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ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424-0027
EMAIL: cid@bellsouth.net

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WINTER SPRINGS, FL 32708

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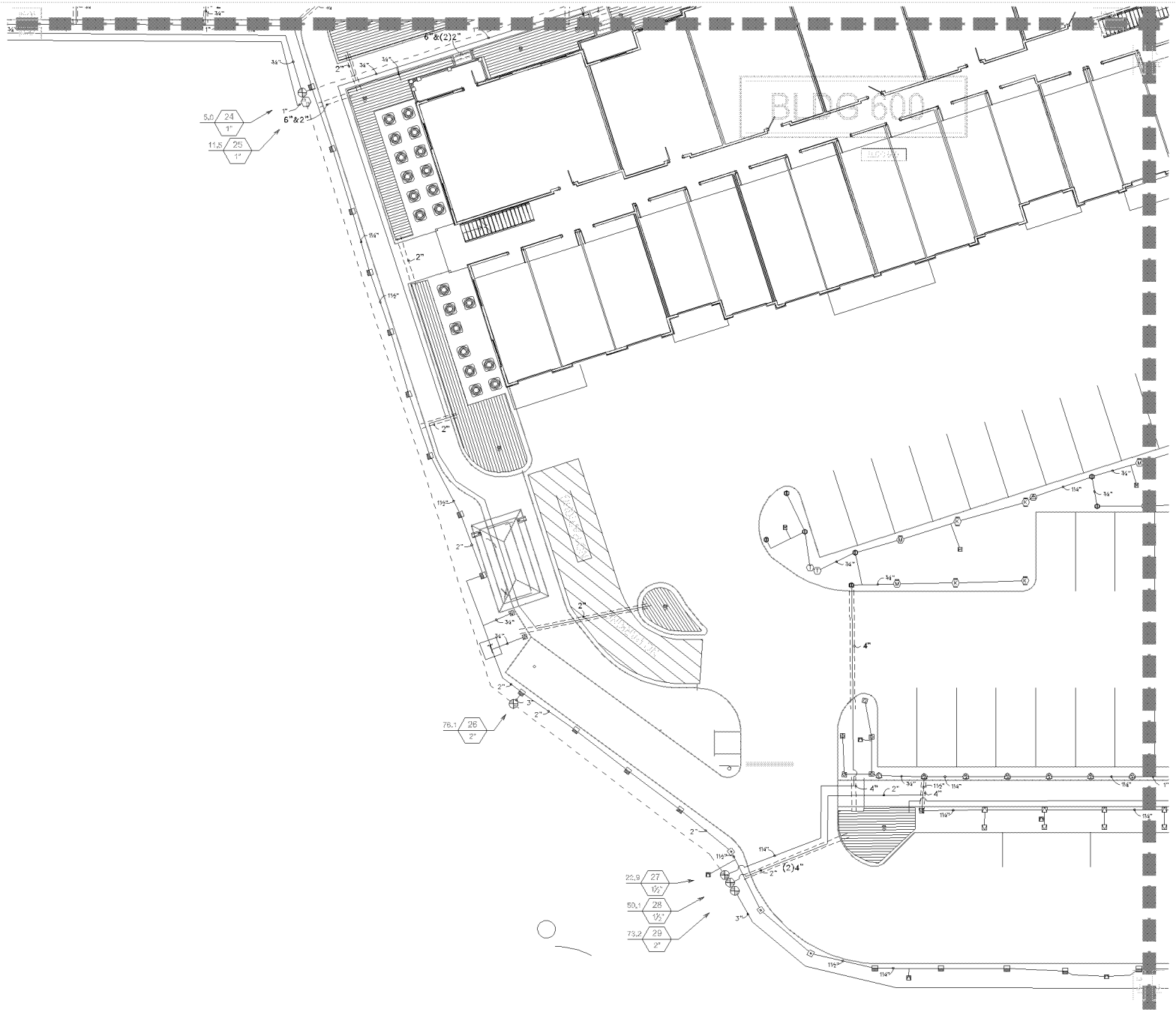
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115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
tel: (386) 424-9827
EMAIL: cid@atlantic.net

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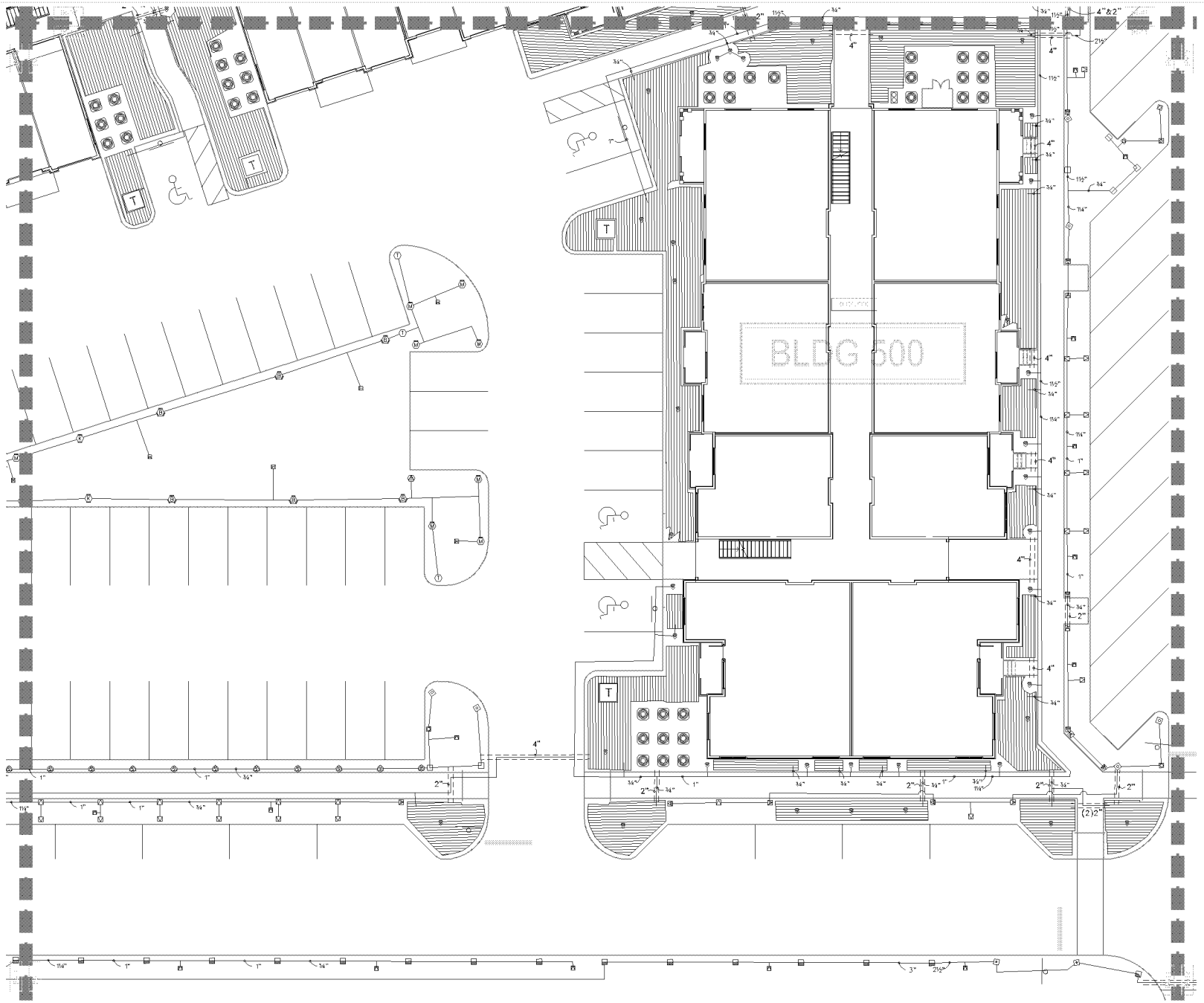
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ISSUE	DATE

DATE 10-12-2015
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ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424-8827
EMAIL: cid@cfl.rr.com

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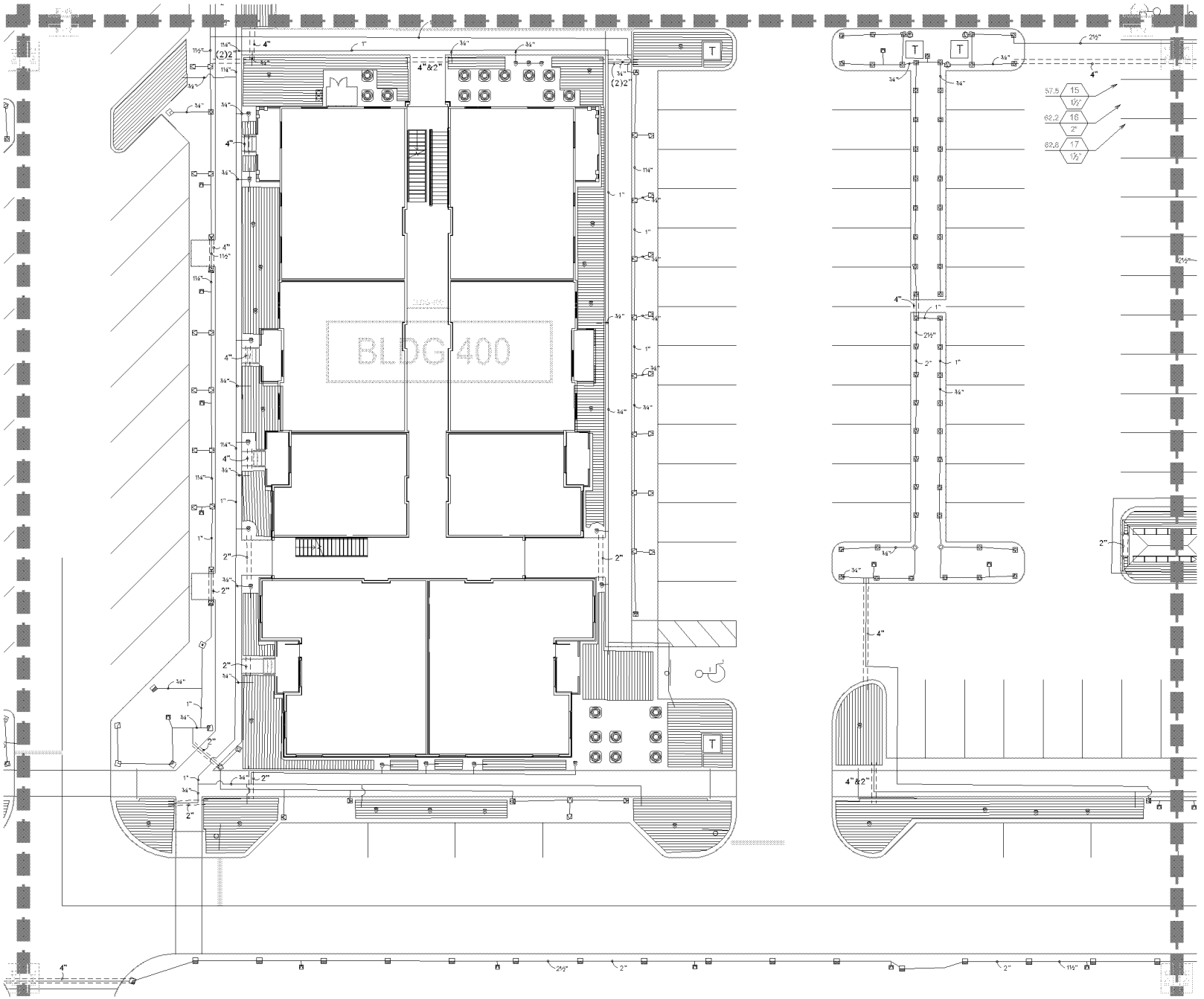
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DATE 10-12-2015
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115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

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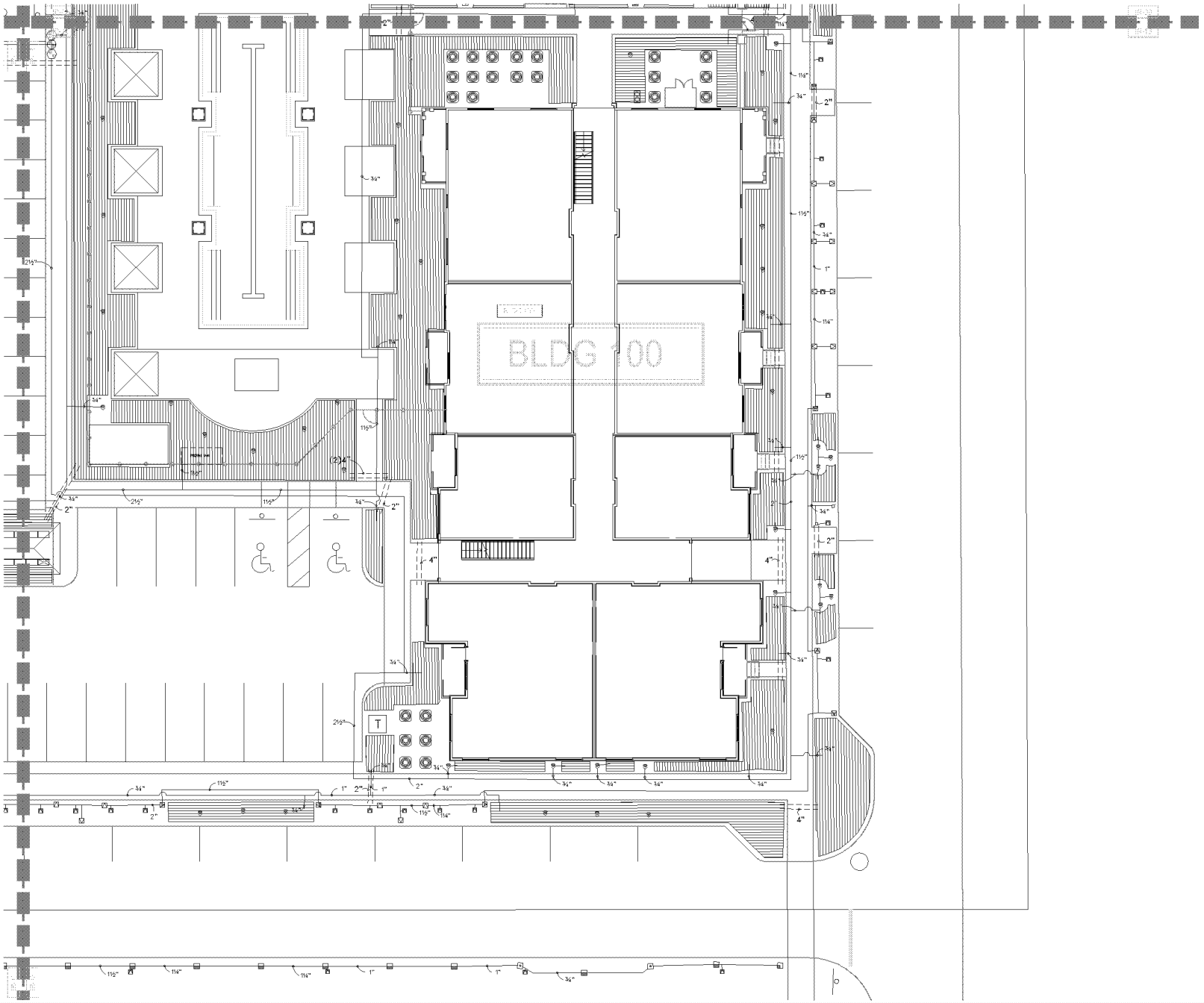
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SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
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CONSULTANT

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424-0077
EMAIL: cwattonticnet

SEAL

PROJECT

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FL 32708

FOR

IBEW PENSION BENEFIT FUND/
WINTER SPRINGS HOLDINGS

POLLACK SHORES

ONE PREMIER PLAZA
5565 GLENRIDGE CONNECTOR NE, SUITE 775
ATLANTA, GA 30342

△ ISSUE DATE

DATE 10-12-2015
JOB NUMBER 1355302
DRAWN BY JAC
CHECKED BY
SHEET TITLE

IR-13
SHEET NUMBER

COMMENTS
NOT ISSUED FOR CONSTRUCTION

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird 1806-SAM-PRS-D Series Spray	49	210	30	0.49	15 ft
	Rain Bird 1806-SAM-PRS-D Series Spray	47	90	30	0.49	15 ft
	Rain Bird 1806-SAM-PRS-D Series Spray	24	360	30	1.21	15 ft
	Rain Bird 1806-SAM-PRS-D Series MPR	2	100	30	0.26	9
	Rain Bird 1806-SAM-PRS-D Series MPR	1	90	30	0.10	8
	Rain Bird 1806-SAM-PRS-D Series MPR	20	100	30	0.52	12
	Rain Bird 1806-SAM-PRS-D Series Spray	20	90	30	0.36	12
	Rain Bird 1806-SAM-PRS-D Series MPR	6	100	30	0.26	8
	Rain Bird 1806-SAM-PRS-D Series MPR	11	100	30	0.79	15
	Rain Bird 1806-SAM-PRS-D Series MPR	6	90	30	0.39	15
	Rain Bird 1806-SAM-PRS-D Series MPR	3	100	30	0.53	15
	Rain Bird 1806-SAM-PRS-D Series MPR	9	360	30	2.60	12
	Rain Bird 1806-SAM-PRS-D Series MPR	23	180	30	1.30	12
	Rain Bird 1806-SAM-PRS-D Series MPR	17	90	30	0.65	12
	Rain Bird 1806-SAM-PRS-D Series MPR	9	120	30	0.87	12
	Rain Bird 1806-SAM-PRS-D Series MPR	1	270	30	1.95	12
	Rain Bird 1806-SAM-PRS-D Series MPR	84	180	30	1.82	15
	Rain Bird 1806-SAM-PRS-D Series MPR	10	90	30	0.75	15
	Rain Bird 1806-SAM-PRS-D Series MPR	10	120	30	1.01	15
	Rain Bird 1806-SAM-PRS-D Series VAN	1	Adj	30		6
	Rain Bird 1806-SAM-PRS-D Series VAN	19	Adj	30		8
	Rain Bird 1806-SAM-PRS-D Series VAN	12	Adj	30		10
	Rain Bird 1806-SAM-PRS-D Series VAN	49	Adj	30		12
	Rain Bird 1806-SAM-PRS-D Series VAN	35	Adj	30		15
	Rain Bird 1806-SAM-PRS-D Series Spray	2	210	30	0.49	15 ft
	Rain Bird 1806-SAM-PRS-D Series Spray	2	90	30	0.49	15 ft
	Rain Bird 1812-PRS-D Series Spray	15	360	30	1.21	15 ft
L	Hunter MP1000	1	210-270	40		14
M	Hunter MP1000	13	90-210	40		14
N	Hunter MP2000	14	90-210	40		18
O	Hunter MP2000	16	90-210	40		30
P	Hunter MP800SR	9	Adj	40		12
T	Hunter MP Corner	9	Adj	40		12
U	Hunter MP Strip	1	45	40	0.22	8 x 30
V	Hunter MP Strip	3	90	40	0.22	8 x 30
S	Rain Bird 1401 Satellite	22	360	30	0.29	1
R	Twin Pak Rain Bird 1401 Satellite	123	360	30	0.58	1
A	Rain Bird 08 LRV SPRAY in side head detail	3	180	30	0.10	1

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Twin Rain Bird 1" x 1" x 1" Single Outlet Hydrant	3@8
	Area to Receive Sod by Rain Bird 1806-SAM-PRS-D Pop-up Spray Heads	3.7 (000) s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PGA-ADI 12" Valve Box	19
	Rain Bird 1406-DFB-ADI 1" Quick Valve Box	10
	Oldcastle 6" Gasket Locking Cover for 12" Valve Box	5
BF	Watts 975XL 2" Backflow Preventer	1
	Rain Bird ESP-SMTe4 Smart Controller	1
	Rain Bird RSD-BEx Rain Sensor	1
M	Water Meter 2"	1
	Irrigation Mainline: PVC Class 200	16,000 l.f.
	Irrigation Mainline: PVC Sch 40 (See 02100 for Size)	2,000 l.f.
	Typ 2 Sleeve: PVC Schedule 40 Sleeve diameter 4" minimum (Verify all sleeving w/ contractor)	

IRRIGATION CONTRACTOR RESPONSIBLE FOR THEIR OWN TAKE OFF

Valve Callout
Valve Number
Valve Flow
Valve Size

IRRIGATION NOTES:

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION. INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS - CONTRACTOR TO VERIFY. COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED. ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.
4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLER'S PATTERN. THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNER'S REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.
5. COMPONENT SPACING ARE MAXIMUM. DO NOT EXCEED SPACING SHOWN OR NOTED ON THE PLANS. COMPONENT SPACING MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACING DO NOT EXCEED THE SPACING SHOWN IN THE PLANS, UNLESS SHOWN OTHERWISE. CONTRACTOR SHALL PROVIDE 100% COVERAGE.
6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.
7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.
10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS-FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.
11. IRRIGATION MAINLINE SHALL HAVE DUCTILE IRON FITTINGS FOR CHANGE OF DIRECTION AND GASKET PVC SERVICE TEES FOR ALL VALVE LOCATIONS. INSTALL LEEMCO RESTRAINT FITTINGS FOR MAINLINE ISOLATION VALVES. THRUST BLOCK ALL MAINLINE CHANGE OF DIRECTION FITTINGS.
12. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.
13. IRRIGATION CONTRACTOR TO LABEL ALL VALVE BOX COVERS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER. NUMBERING SIZE 1". PROVIDE TAGS TO ALL VALVES AS SHOWN PER DETAILS.
14. CONTRACTOR TO PLACE TREE BUBBLERS AT OUTER EDGE OF ROOT BALL, NOT OUTER EDGE OF PLANTING HOLE.
15. THE TWO-WIRE PATH FOR CONTROLLER SHALL BE PAIGE MAXI 14-2 COMMUNICATION CABLE 14 AWG DIRECT BURIAL OR APPROVED EQUAL LAID BELOW THE IRRIGATION MAINLINE. INSTALL RAINBIRD FD-TURF DECODERS AT ALL VALVE LOCATIONS. GROUND DECODERS PER MANUFACTURE SPECIFICATIONS.
16. ALL CONNECTIONS FROM THE 2-WIRE PATH TO THE DECODERS GROUND RODS, GROUND PLATES AND CONTROLLER SHALL BE WITH 3M DBR-6 WIRE CONNECTORS. ALL CONNECTIONS BETWEEN THE SOLENOID VALVES AND DECODERS SHALL BE WITH HIT DBC-Y CONNECTORS. WHERE ADDITIONAL WIRE IS REQUIRED FROM THE DECODER TO THE CONTROL VALVE SOLENOID, THE WIRE SHALL BE DIRECT BURIAL STANDARD PAIR 14 AWG.
17. LOCATE ALL VALVES WITH A MINIMUM OFFSET OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT.
18. ALL VALVES (SOLENOID, GATE, ISOLATION, AIR RELIEF AND FLUSH), SURGE PROTECTORS AND FILTERS SHALL BE LOCATED WITHIN THE SPECIFIED VALVE BOXES.
19. ALL IRRIGATION LINES UNDER PAVEMENT SHALL BE INSTALLED WITHIN SCH 40 PVC SLEEVES AS NOTED. IRRIGATION COMMUNICATION CABLE SHALL HAVE IT'S OWN SEPARATE SLEEVE UNLESS NOTED OTHERWISE.
20. ALL UNSIZED PIPE SHALL BE 3/4".
21. IRRIGATION CONTRACTOR SHALL HAVE ALL ZONE FLOWS LEARNED BY THE CONTROLLER AND HAVE CONTROLLER CAPABLE OF OPERATING AUTOMATIC SHUT DOWN OF THE SYSTEM IN A EXCESSIVE FLOW EVENT.
22. IRRIGATION LATERAL LINES TO BE BURIED AT A DEPTH OF 16" UNLESS NOTED OTHERWISE.
23. IRRIGATION MAINLINES TO BE BURIED AT A DEPTH OF 20" UNLESS NOTED OTHERWISE.
24. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF ALL COMPONENTS SHALL BE NOTED ON THE "AS-BUILT" DRAWINGS.
25. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE LANDSCAPE SUPERVISOR. WORK IN THE RIGHT OF WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
26. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY FLOW OF VEHICULAR TRAFFIC AND COMPLETION OF ALL WORK ON THE SITE.
27. INSTALL NIBCO ISOLATION VALVE BEFORE ALL GROUPS OF REMOTE CONTROL VALVES PER DETAIL.
28. MAINLINE AND LATERALS SHOWN FOR CLARITY PURPOSES. ALL IRRIGATION LINES TO BE WITHIN RIGHT OF WAY AND IN LANDSCAPE AREA.

THE PRESTON PARTNERSHIP, LLC
A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

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Edgewater, Florida
Tel: (386) 424-0027
EMAIL: cid@cfcoast.net

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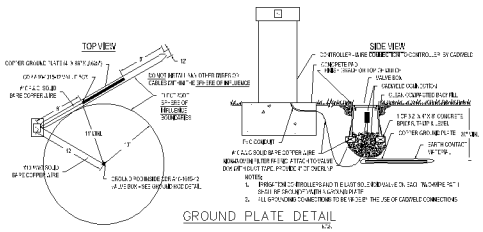
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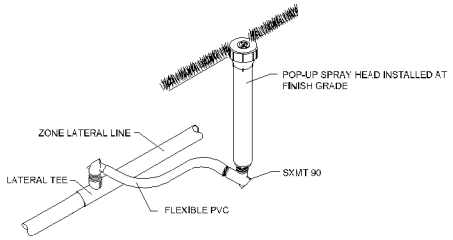
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GROUND PLATE DETAIL

N.T.S.

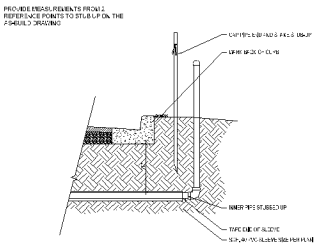


SPRAY HEAD AND ROTOR

WATERING SCHEDULE

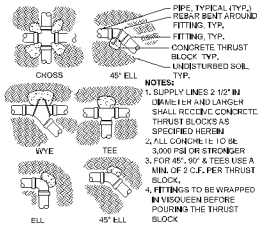
ZONE	GPM	WATER USE	PRECIP. RATE	MAR (2ND SUNDAY) - NOV (1ST SUNDAY) DAYS - MINUTES	NOV (1ST SUNDAY) - MAR (2ND SUNDAY) DAYS - MINUTES
1	36.8	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
2	59.5	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
3	16.1	MEDIUM	.55"	TUES / F - 60 MIN	TUES - 60 MIN
4	60.5	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
5	31.2	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
6	69.5	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
7	9.5	MEDIUM	.55"	TUES / F - 60 MIN	TUES - 60 MIN
8	3.5	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
9	58.6	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
10	47.7	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
11	61.1	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
12	61.9	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
13	58.4	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
14	31.4	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
15	57.5	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
16	62.2	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
17	62.8	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
18	59.9	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
19	67.9	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
20	66.1	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
21	51.3	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
22	58.7	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
23	73.9	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
24	5.0	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
25	11.5	LOW	1.1"	TUES / F - 40 MIN	TUES - 40 MIN
26	76.1	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
27	22.9	MEDIUM	.55"	TUES / F - 60 MIN	TUES - 60 MIN
28	30.1	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN
29	72.2	MEDIUM	1.58"/hr	TUES / F - 28 MIN	TUES - 28 MIN

NO WATERING TO TAKE PLACE BETWEEN THE HOURS OF 10:00AM - 4:00PM



SLEEVING ROUGH-IN DETAIL

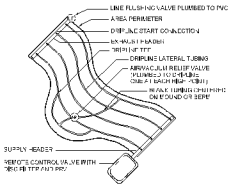
SCALE N.T.S



NOTES:
1. SUPPLY LINES 2 1/2" IN DIAMETER AND LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS AS SPECIFIED HEREIN
2. ALL CONCRETE TO BE 3,000 PSI OR STRONGER
3. FOR 45°, 90° & TEES USE A MIN. OF 2 C.F. PER THRUST BLOCK.
4. FITTINGS TO BE WRAPPED IN VISQUEEN BEFORE POURING THE THRUST BLOCK

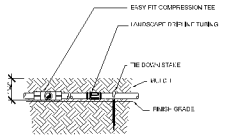
THRUST BLOCK REINFORCEMENT DETAILS

N.T.S.



IRREGULAR AREA DRIPLINE LAYOUT

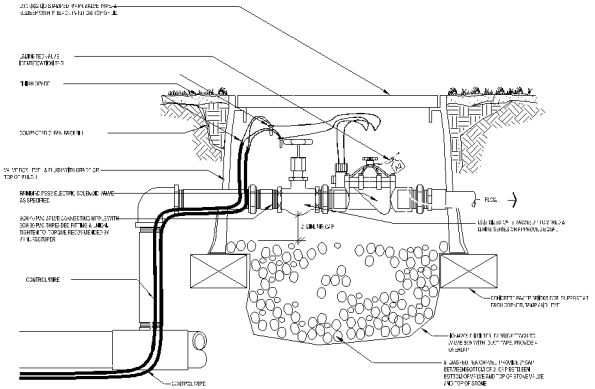
NOT TO SCALE



NOTES:
INSTALL AS LANDSCAPE DRIPLINE UNDER SOD. DO NOT BURY MORE THAN 2" INTO GROUND AND MOD BODY FOR THE VALVE BOX AND AIR RELIEF VALVE WITH AIR VALVE KITS.

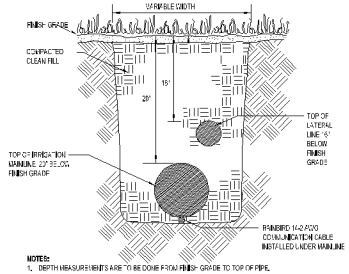
LANDSCAPE DRIPLINE 2" BELOW MULCH WITH EASY FIT TEE + POTABLE SYSTEM

NOT TO SCALE



ELECTRIC SOLENOID VALVE WITH MANUAL GATE VALVE

N.T.S.



NOTES:
1. DEPTH MEASUREMENTS ARE TO BE DONE FROM FINISH GRADE TO TOP OF PIPE.
2. PROVIDE A 6" MINIMUM VERTICAL SEPARATION BETWEEN MAINLINES AND LATERAL LINES.
3. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN SOIL FREE OF DEBRIS & NOXIOUS WEEDS.

TRENCHING DETAIL

N.T.S.

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A MULTI-DISCIPLINARY DESIGN FIRM
SOUTH TERRACES
115 PERIMETER CENTER PLACE, SUITE 950
ATLANTA, GEORGIA 30346
TELEPHONE: 770 396 7248
FAX: 770 396 2945
WWW.THEPRESTONPARTNERSHIP.COM

CONSULTANT

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IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida EMAIL: cid@cfl.rr.com
Tel: (386) 424-8827

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Attachment "B"



AESTHETIC REVIEW

FOR

WINTER SPRINGS APARTMENTS

201 MICHAEL BLAKE BLVD.
WINTER SPRINGS, FLORIDA

9-4-2015

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26 FIREPLACE ELEVATION
27 GARDEN WALL AND GATE
28 SIGNAGE

STATE OF FLORIDA
REGISTERED ARCHITECT
David Yung
2015.09.04
12:38:04-04'00'



IBEW Pension Benefit Fund / WinterSpringsHoldings, Inc.

POLLACK SHORES REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

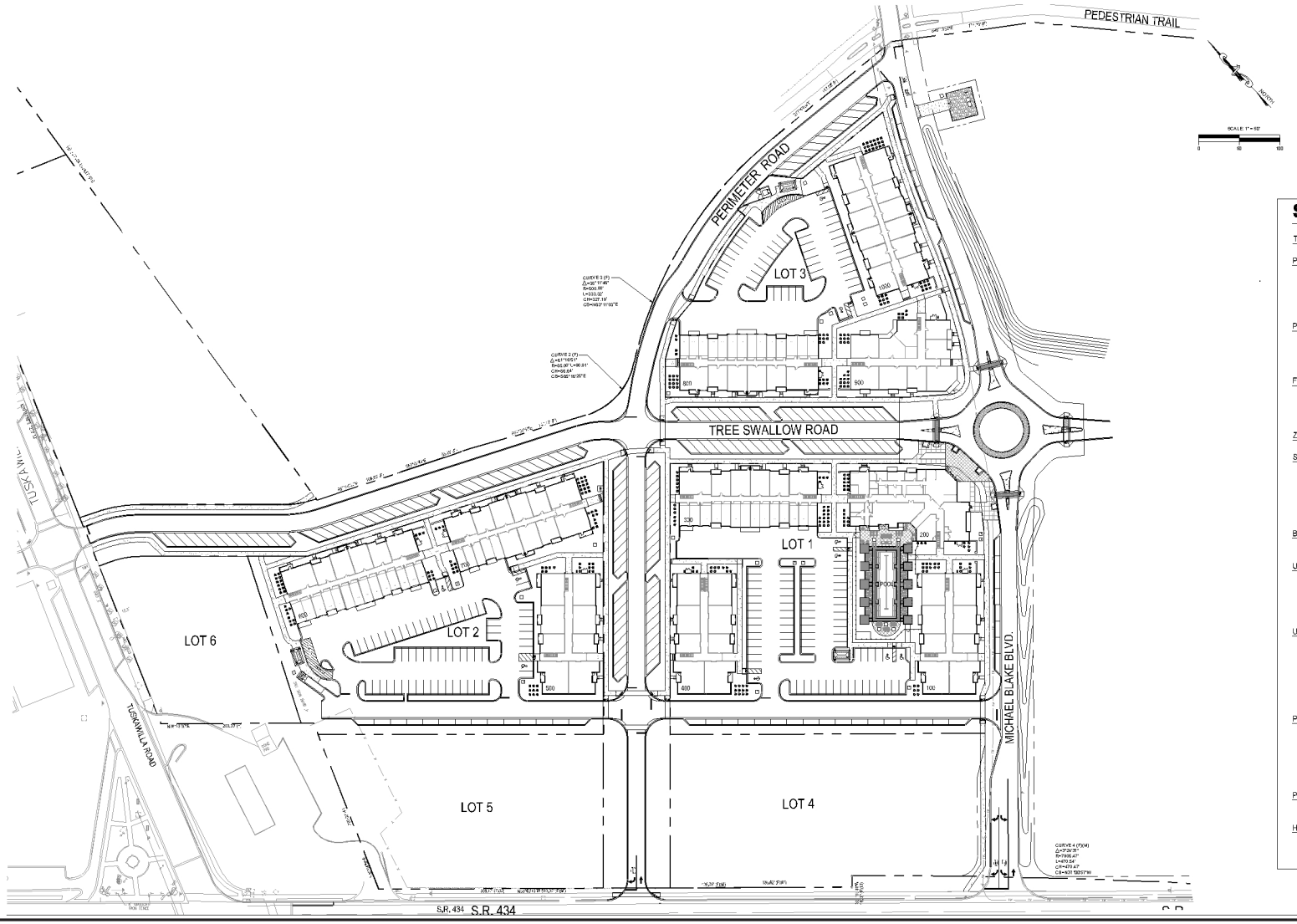
WINTER SPRINGS, FL

SITE PLAN

SCALE 1" = 100'-0"

THE PRESTON PARTNERSHIP, LLC

Signed by



SITE INFORMATION:

TOTAL AREA:		12.4± AC
PRIVATE LOTS:		
	LOT 1:	2.95 AC
	LOT 2:	2.52 AC
	LOT 3:	1.93 AC
	TOTAL:	7.40 AC
PUBLIC R-O-W:		
	MICHAEL BLAKE BLVD:	1.84 AC
	TREE SWALLOW + PERIMETER RD:	3.16 AC
	TOTAL:	5.00 AC
FUTURE DEVELOPMENT AREAS:		
	LOT 4:	1.60 AC
	LOT 5:	1.37 AC
	LOT 6:	0.85 AC
ZONING: TOWN CENTER (T5 - URBAN CENTER)		
SETBACKS:		
	FRONT MINIMUM:	0 FT
	FRONT MAXIMUM:	8 FT
	REAR	3 FT
	SIDE MINIMUM:	0 FT
	SIDE MAXIMUM:	24 FT
BUILDING HEIGHT:		
	2 STORIES MINIMUM, 5 STORIES MAX	
UNIT MIX:		
	1 - BED UNITS:	152
	2 - BED UNITS:	109
	3 - BED UNITS:	18
	TOTAL:	279
UNIT COUNTS, EACH BLDG:		
	BLDG 100,400,500	24
	BLDG 200	20
	BLDG 300,600,800	30
	BLDG 700	34
	BLDG 900	27
	BLDG 1000	36
PARKING:		
	SURFACE PARKING (ANGLED):	131
	SURFACE PARKING (PARALLEL):	51
	SURFACE PARKING (90 DEG):	186
	TANDEM (GARAGE/SURFACE):	94
	TOTAL:	462
PARKING RATIO:		
	462 SPACES / 279 UNITS:	1.66
HANDICAP PARKING:		
	REQUIRED (401 - 500):	9
	PROVIDED:	10

IBEW Pension Benefit Fund /
WinterSpringsHoldings, Inc.

POLLACK SHORES
REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

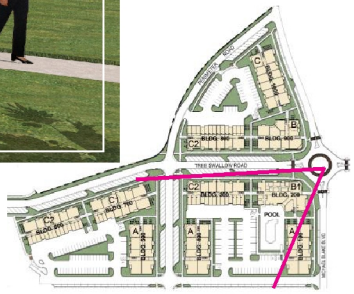
WINTER SPRINGS, FL

CIVIL SITE PLAN

THE PRESTON
PARTNERSHIP, LLC

Signed by





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Winter Springs Holdings, Inc.

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WINTER SPRINGS APARTMENTS

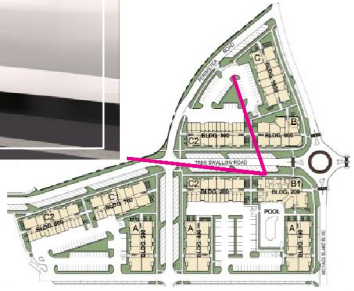
WINTER SPRINGS, FL

COLOR RENDERING 1

THE PRESTON PARTNERSHIP, LLC

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REAL ESTATE GROUP

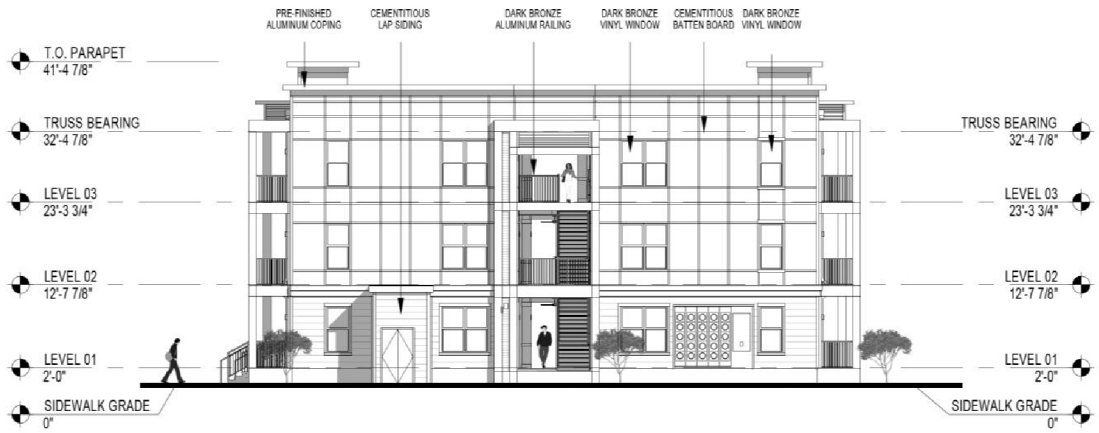
WINTER SPRINGS APARTMENTS

WINTER SPRINGS, FL

COLOR RENDERING 2

THE PRESTON PARTNERSHIP, LLC

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2 BUILDING A SIDE ELEVATION

SCALE: 1/16" = 1'-0"



1 BUILDING A FRONT ELEVATION

SCALE: 1/16" = 1'-0"

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WINTER SPRINGS APARTMENTS

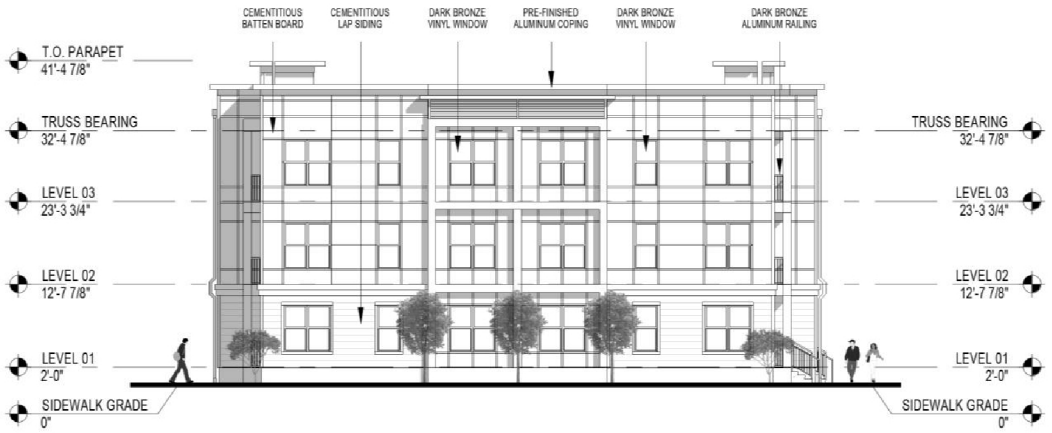
WINTER SPRINGS, FL

BUILDING TYPE A ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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4 BUILDING A SIDE ELEVATION

SCALE: 1/16" = 1'-0"



3 BUILDING A BACK ELEVATION

SCALE: 1/16" = 1'-0"

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WINTER SPRINGS APARTMENTS

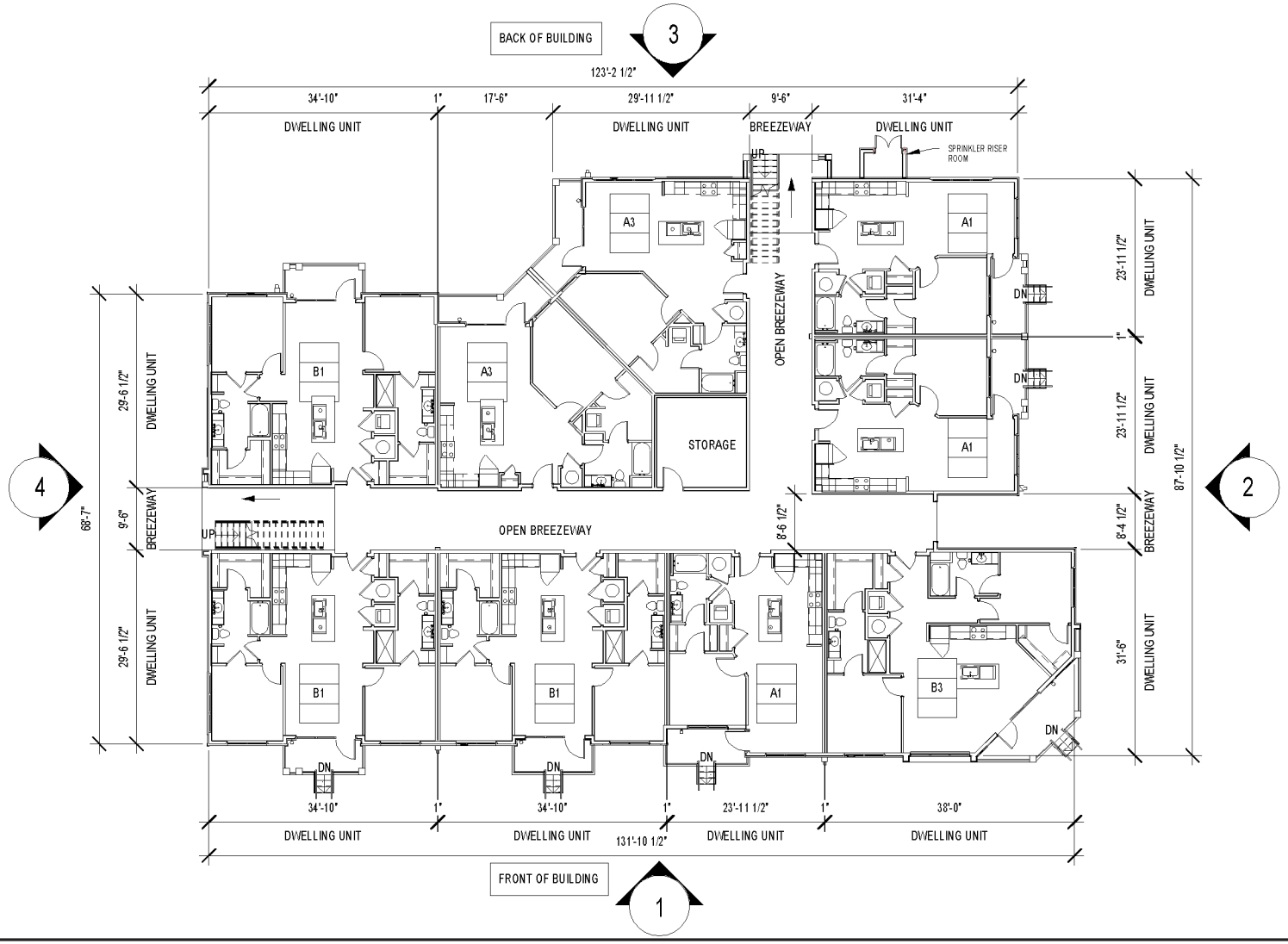
WINTER SPRINGS, FL

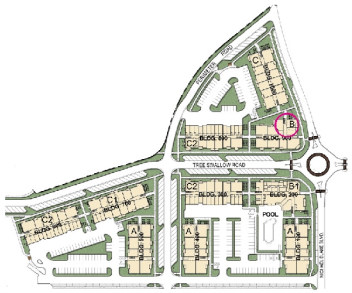
BUILDING TYPE A ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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WINTER SPRINGS APARTMENTS

WINTER SPRINGS, FL

BUILDING TYPE B FLOOR PLAN

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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2 BUILDING B SIDE ELEVATION

SCALE: 1/16" = 1'-0"



1 BUILDING B FRONT ELEVATION

SCALE: 1/16" = 1'-0"

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Winter Springs Holdings, Inc.

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WINTER SPRINGS APARTMENTS

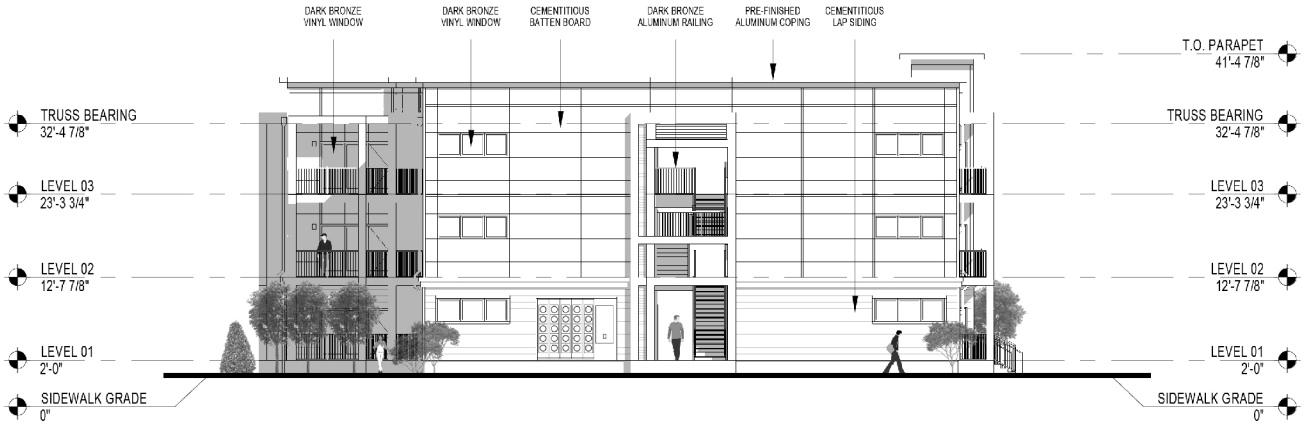
WINTER SPRINGS, FL

BUILDING TYPE B ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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4 BUILDING B SIDE ELEVATION

SCALE: 1/16" = 1'-0"



3 BUILDING B BACK ELEVATION

SCALE: 1/16" = 1'-0"

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WINTER SPRINGS APARTMENTS

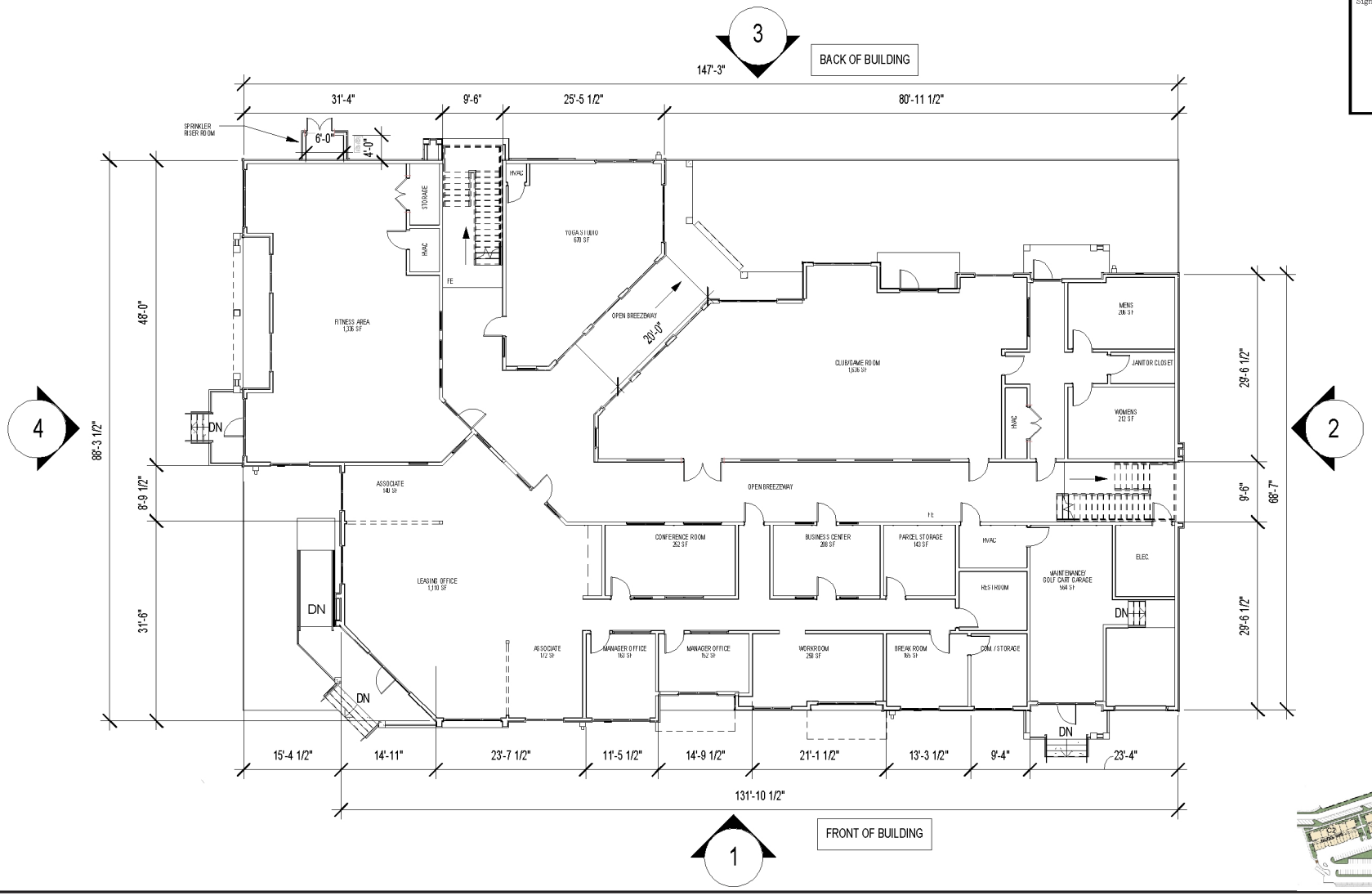
WINTER SPRINGS, FL

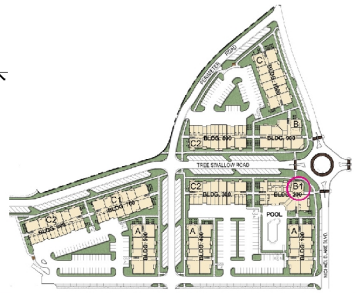
BUILDING TYPE B ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

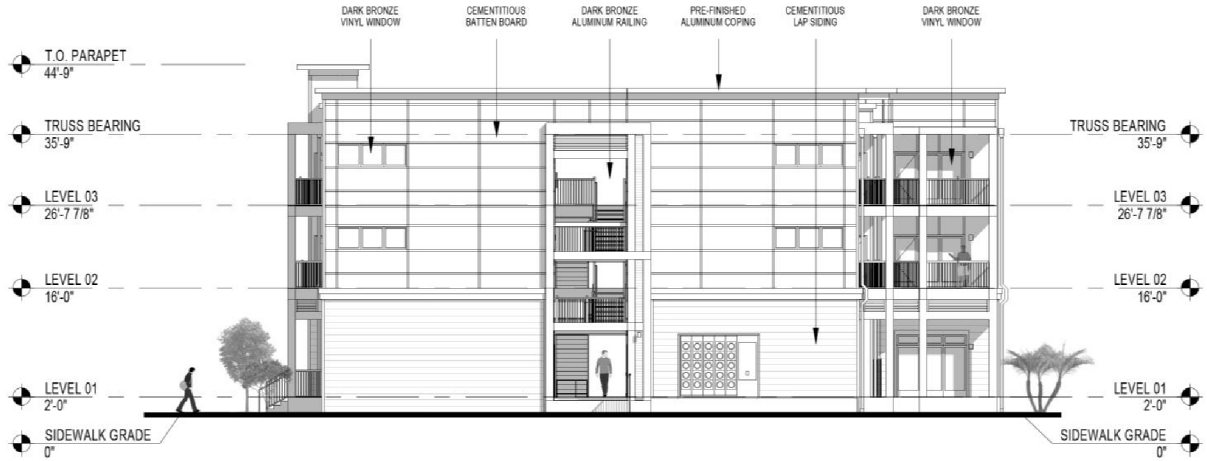
WINTER SPRINGS, FL

BUILDING TYPE B1 FLOOR PLAN

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

Signed by



2 BUILDING B1 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



1 BUILDING B1 FRONT ELEVATION

SCALE: 1/16" = 1'-0"

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Winter Springs Holdings, Inc.

POLLACK SHORES
REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

WINTER SPRINGS, FL

BUILDING TYPE B1 ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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4 BUILDING B1 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



3 BUILDING B1 BACK ELEVATION

SCALE: 1/16" = 1'-0"

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POLLACK SHORES REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

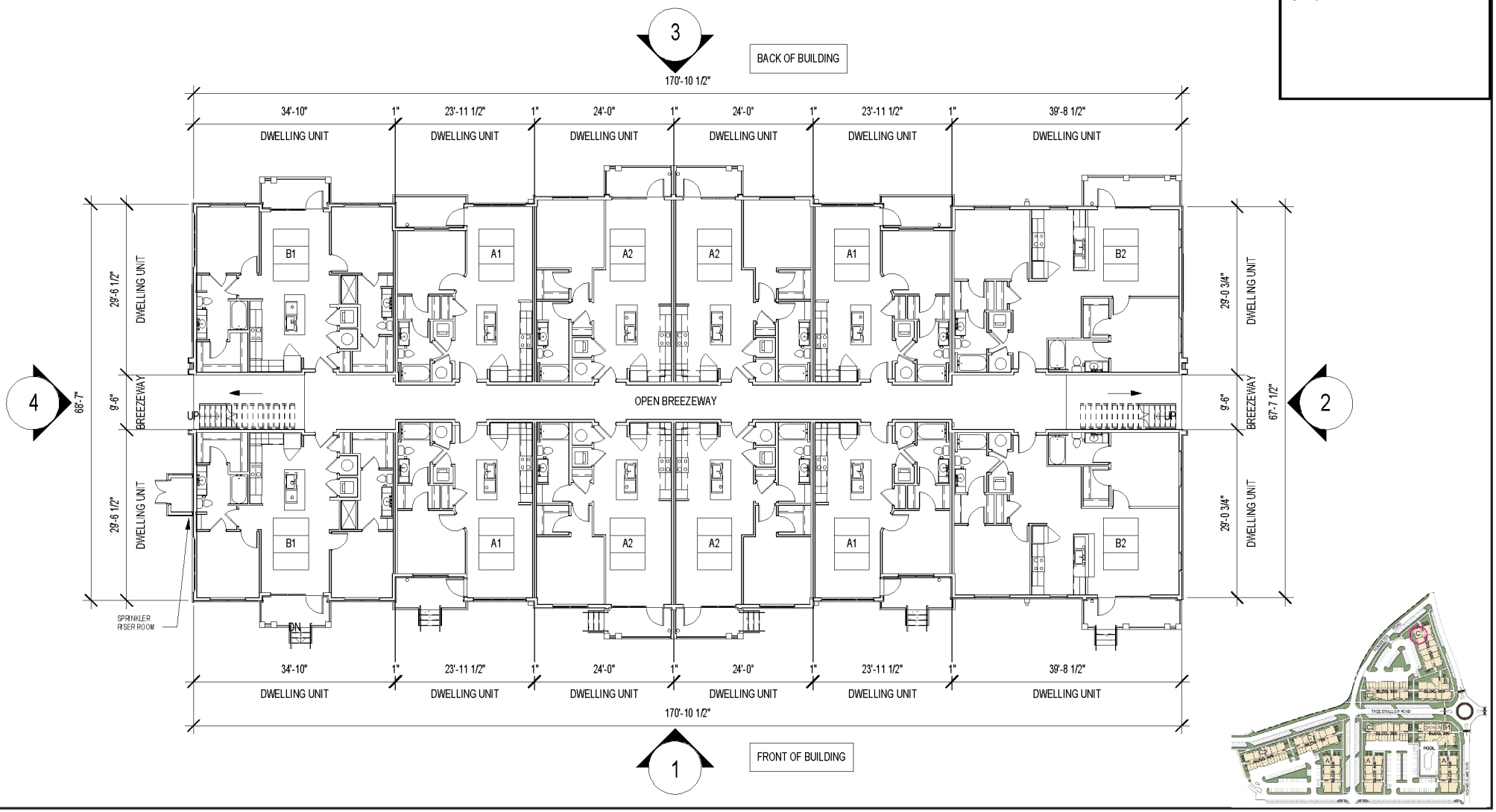
WINTER SPRINGS, FL

BUILDING TYPE B1 ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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WINTER SPRINGS APARTMENTS

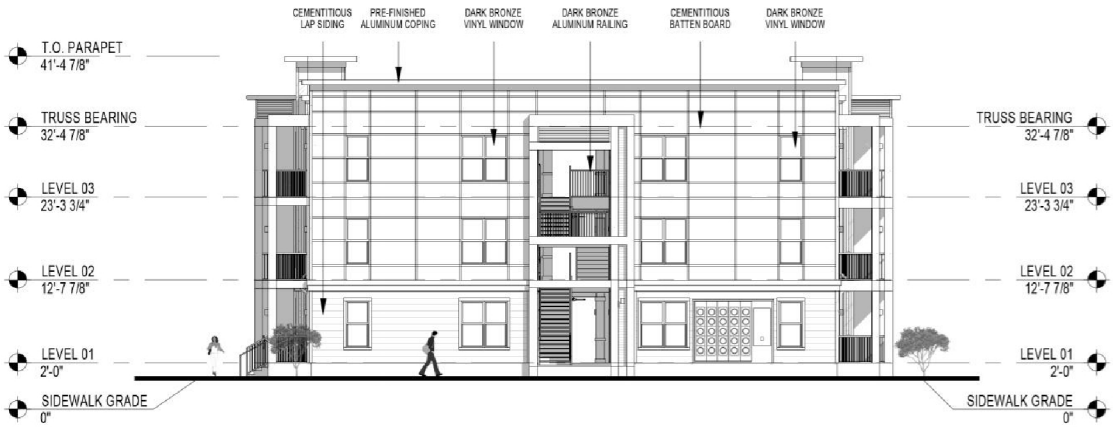
WINTER SPRINGS, FL

BUILDING TYPE C FLOOR PLAN

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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2 BUILDING C SIDE ELEVATION

SCALE: 1/16" = 1'-0"



1 BUILDING C FRONT ELEVATION

SCALE: 1/16" = 1'-0"

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WINTER SPRINGS APARTMENTS

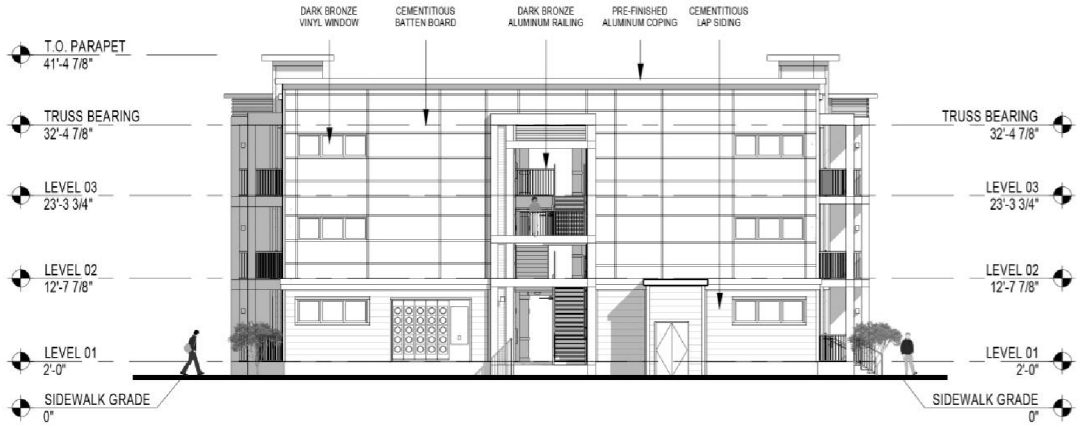
WINTER SPRINGS, FL

BUILDING TYPE C ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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4 BUILDING C SIDE ELEVATION

SCALE: 1/16" = 1'-0"



3 BUILDING C BACK ELEVATION

SCALE: 1/16" = 1'-0"

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POLLACK SHORES
REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

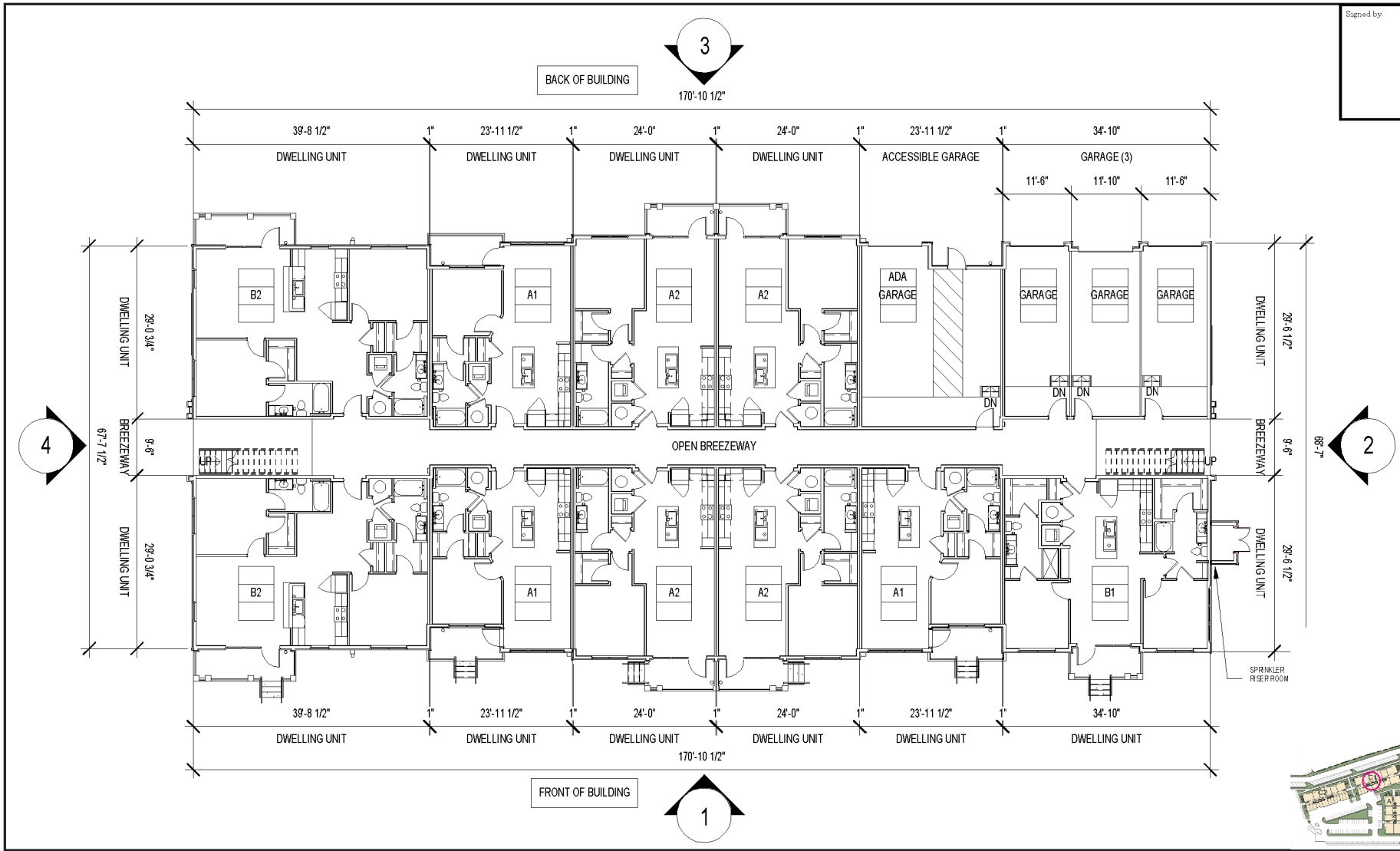
WINTER SPRINGS, FL

BUILDING TYPE C ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

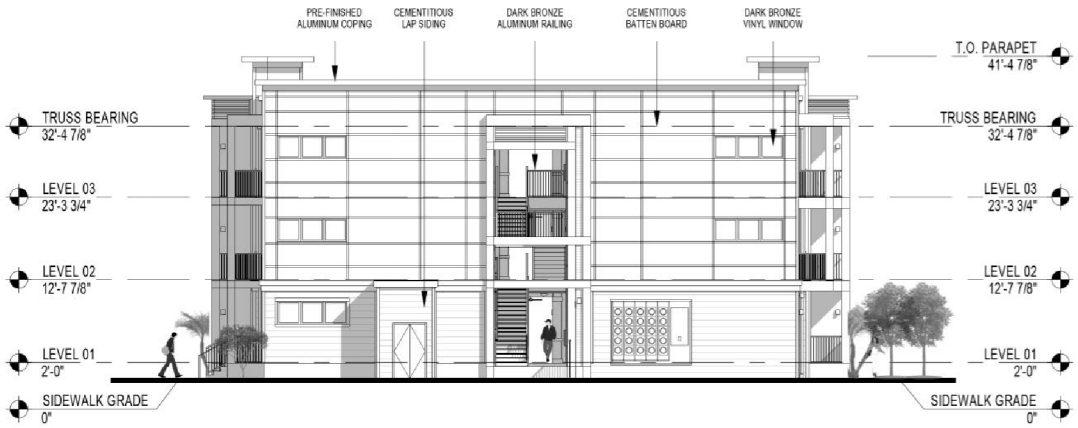
WINTER SPRINGS, FL

BUILDING TYPE C1 FLOOR PLAN

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

Signed by



2 BUILDING C1 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



1 BUILDING C1 FRONT ELEVATION

SCALE: 1/16" = 1'-0"

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Winter Springs Holdings, Inc.

POLLACK SHORES
REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

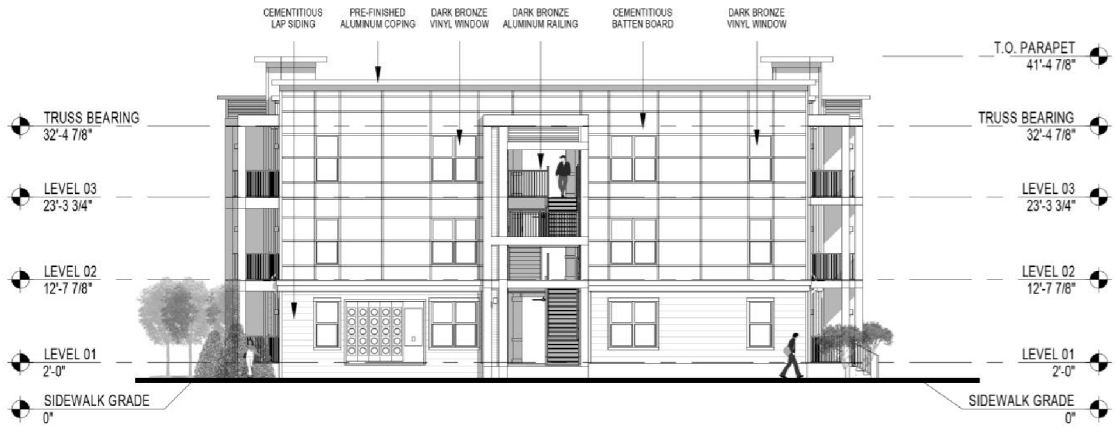
WINTER SPRINGS, FL

BUILDING TYPE C1 ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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4 BUILDING C1 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



3 BUILDING C1 BACK ELEVATION

SCALE: 1/16" = 1'-0"

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Winter Springs Holdings, Inc.

POLLACK SHORES
REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

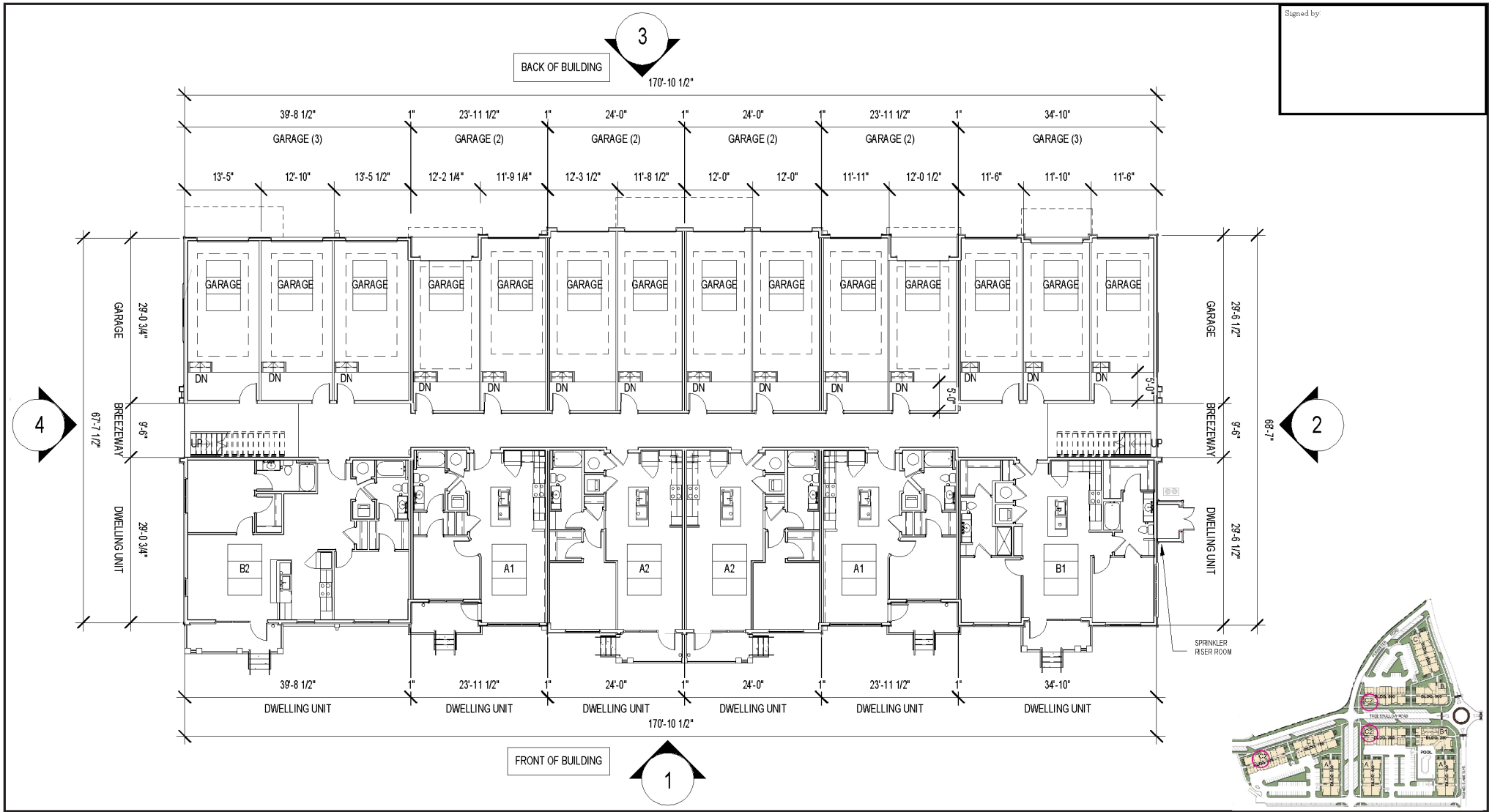
WINTER SPRINGS, FL

BUILDING TYPE C1 ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

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WinterSpringsHoldings, Inc.

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REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

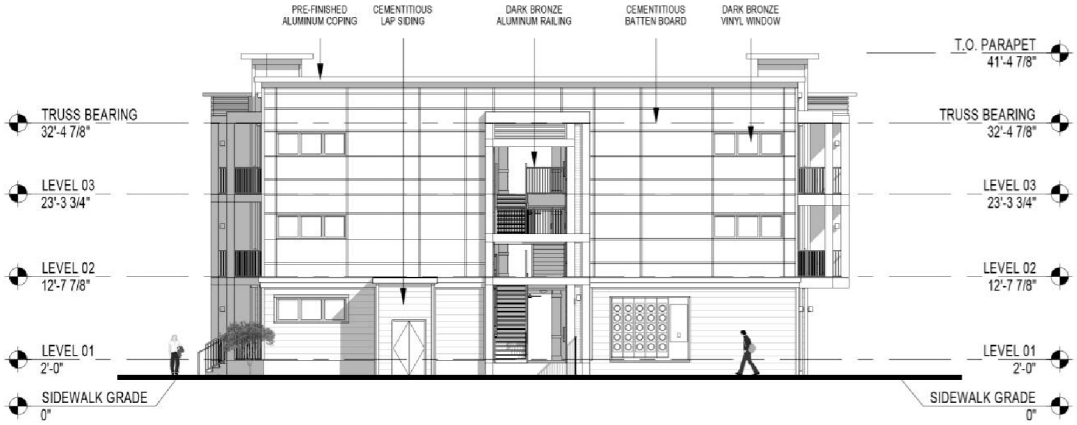
WINTER SPRINGS, FL

BUILDING TYPE C2 FLOOR PLAN

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

Signed by



2 BUILDING C2 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



1 BUILDING C2 FRONT ELEVATION

SCALE: 1/16" = 1'-0"

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WINTER SPRINGS APARTMENTS

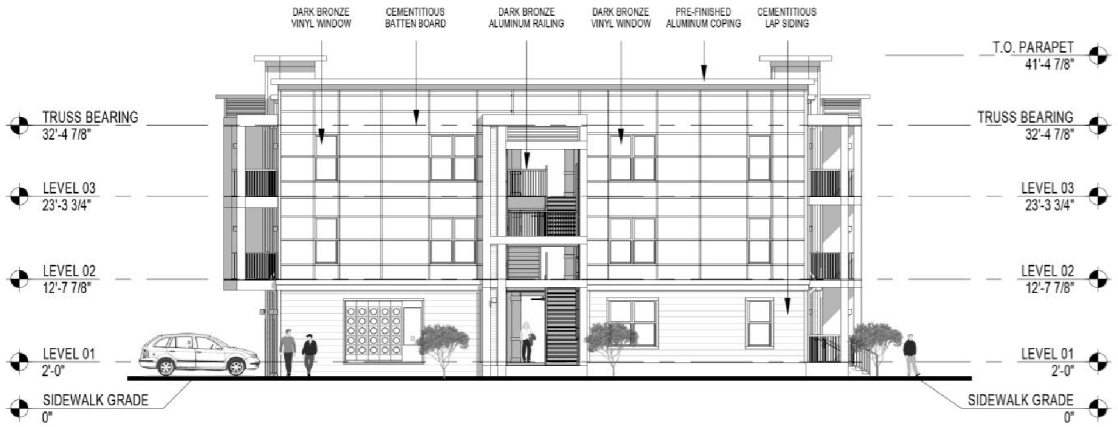
WINTER SPRINGS, FL

BUILDING TYPE C2 ELEVATIONS

SCALE 1" = 16'-0"

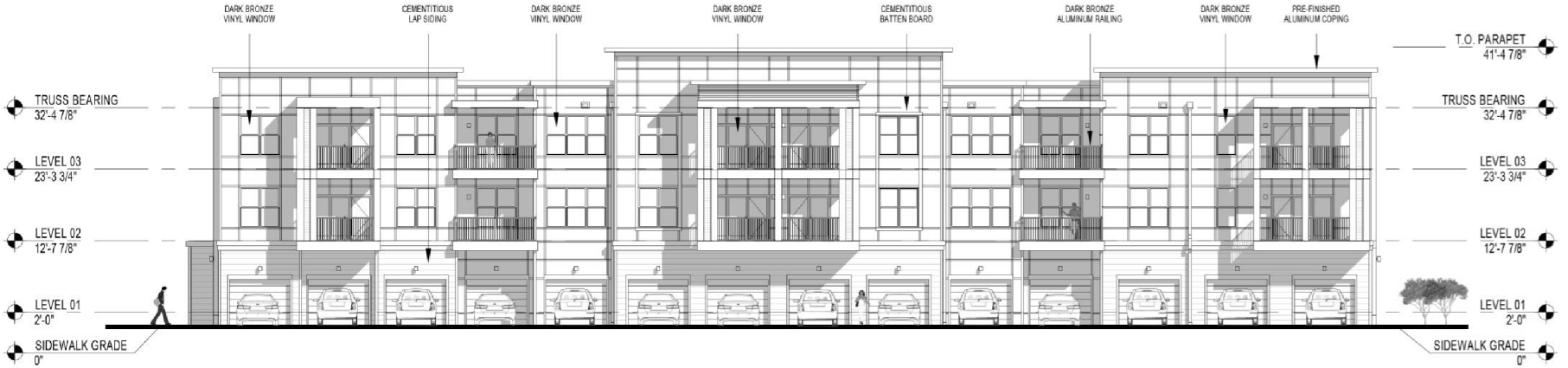
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4 BUILDING C2 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



3 BUILDING C2 BACK ELEVATION

SCALE: 1/16" = 1'-0"

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WINTER SPRINGS APARTMENTS

WINTER SPRINGS, FL

BUILDING TYPE C2 ELEVATIONS

SCALE 1" = 16'-0"

THE PRESTON PARTNERSHIP, LLC

Smooth Cementitious Siding

SW 6235 Foggy Day	Scheme 1
SW 6236 Grays Harbor	Scheme 1
SW 7622 Homburg Gray	Scheme 2
SW 7062 Rock Bottom	Scheme 2
SW 6200 Link Gray	Scheme 3
SW 7061 Night Owl	Scheme 3

Smooth Cementitious Siding

SW 7046 Anonymous
SW 7047 Porpoise
SW 6879 Daring
SW 7006 Extra White
SW 7020 Black Fox
SW 7045 Intellectual Gray



Signed by

Metal Coping

Stone White

Vinyl Windows

Dark Bronze

Aluminum Railing

Dark Bronze

Aluminum Downspouts

Dark Bronze

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REAL ESTATE GROUP

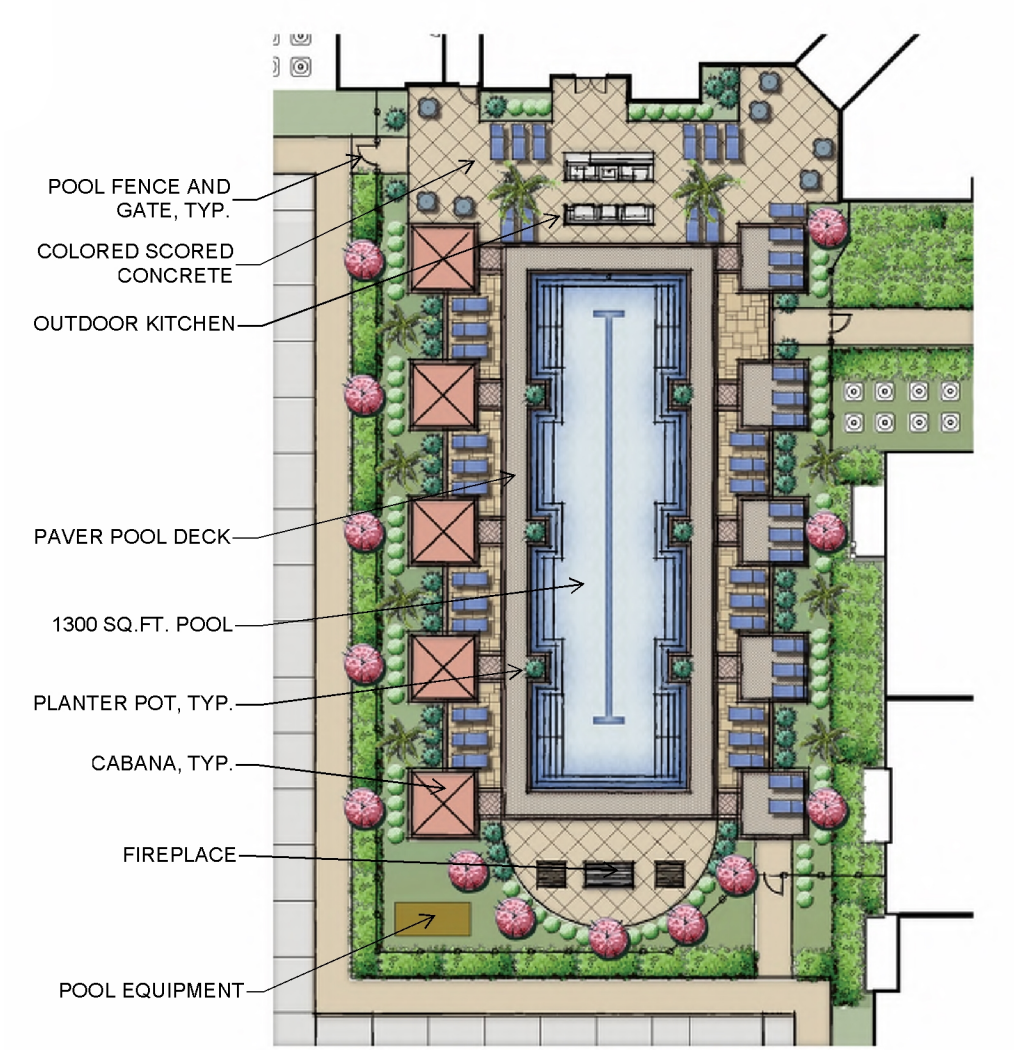
WINTER SPRINGS APARTMENTS

WINTER SPRINGS, FL

COLOR SELECTIONS

THE PRESTON PARTNERSHIP, LLC

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REAL ESTATE GROUP

WINTER SPRINGS APARTMENTS

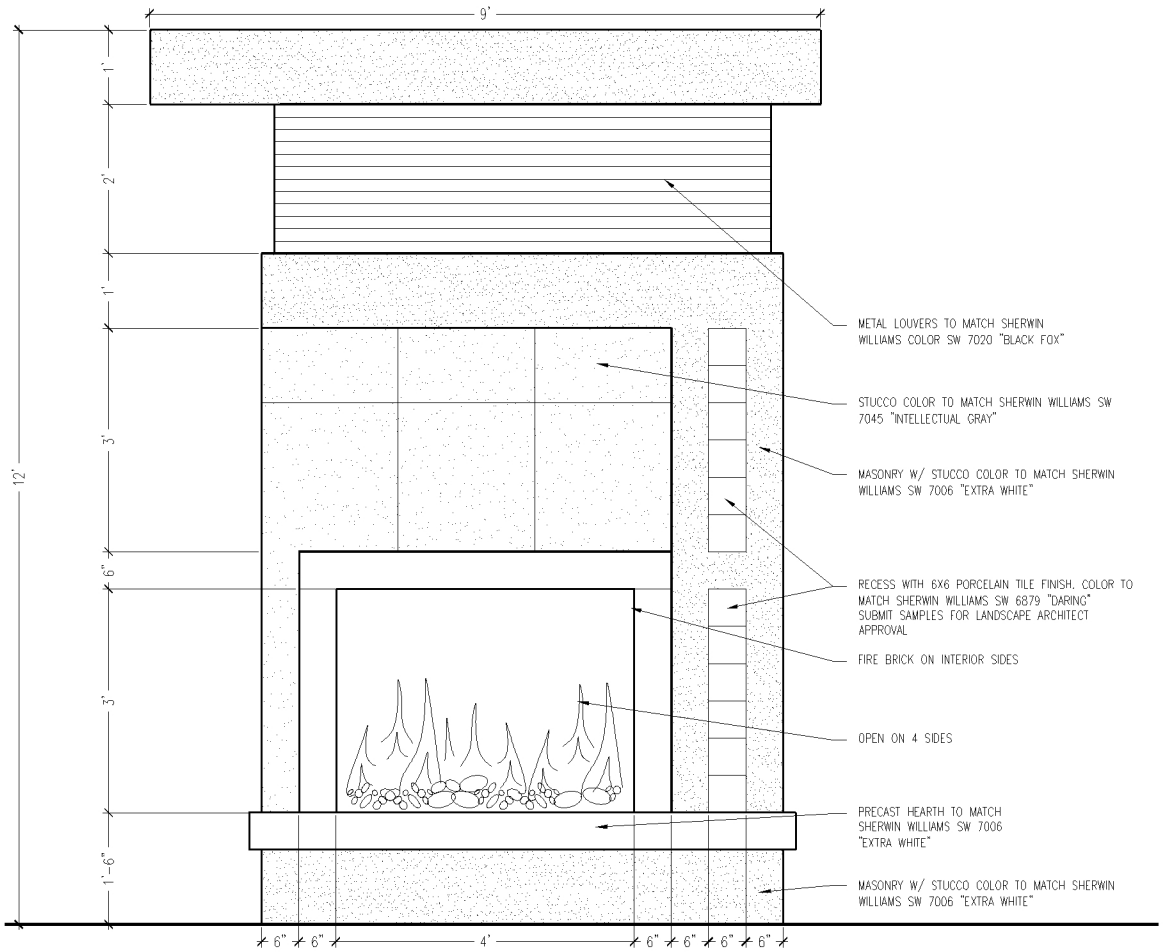
WINTER SPRINGS, FL

POOL COURTYARD PLAN

SCALE 1" = 10'-0"

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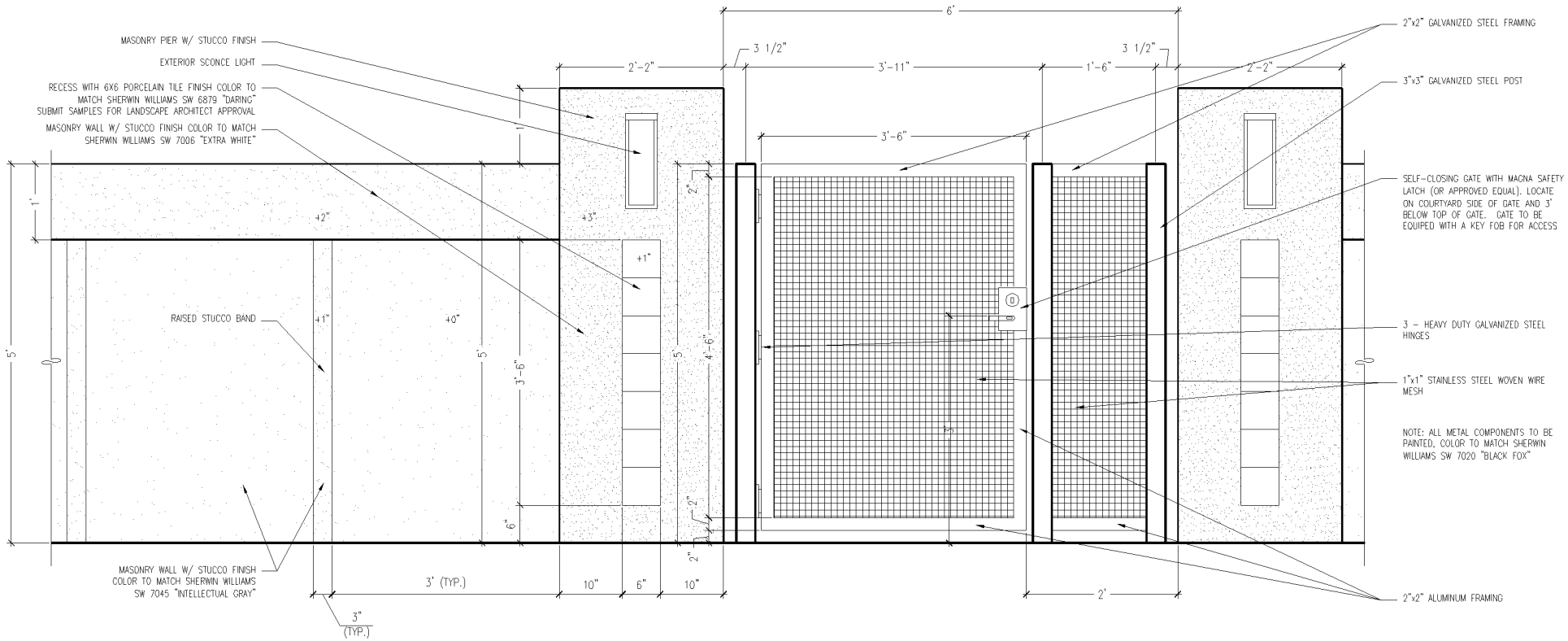
WINTER SPRINGS APARTMENTS

WINTER SPRINGS, FL

FIREPLACE ELEVATION

THE PRESTON PARTNERSHIP, LLC

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WINTER SPRINGS APARTMENTS

WINTER SPRINGS, FL

GARDEN WALL AND GATE

SCALE 3/4" = 1'-0"

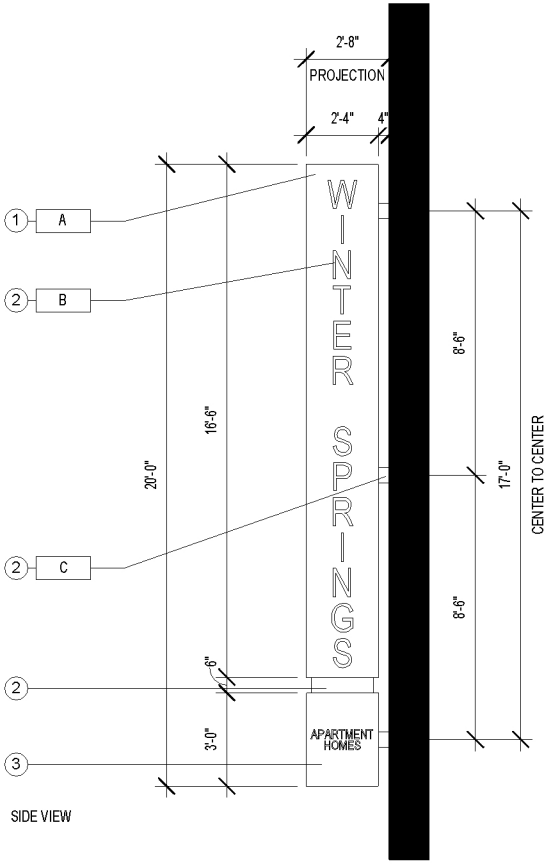
THE PRESTON PARTNERSHIP, LLC

Signed by





END VIEW



SIDE VIEW

COLORS:

1	BLACK FOX	
2	EXTRA WHITE	
3	DARING	

CONSTRUCTION SPECIFICATIONS:

A	ALUMINUM FABRICATED BLADE SIGN. CABINET TO BE INTERNALLY ILLUMINATED WITH LED.
B	0.75" TICK ROUTED AND PUSH THRU ACRYLIC TO BE ILLUMINATED WITH LED.
C	6" x 6" STEEL POSTS (MOUNTING TO BE VERIFIED)

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WINTER SPRINGS APARTMENTS

WINTER SPRINGS, FL

SIGNAGE

SCALE 1/4" = 1'-0"

THE PRESTON PARTNERSHIP, LLC

Economic Impact of Winter Springs Apartments in Winter Springs, FL

Executive Summary

November 17, 2015

Prepared by:
City of Winter Springs Economic Development
1126 East State Road 434
Winter Springs, FL 32708

This summary was prepared by the City of Winter Springs Economic Development Department using Total Impact by Impact DataSource. Please consult the full economic impact report for additional details and assumptions used in this analysis.

ECONOMIC IMPACT EXECUTIVE SUMMARY: WINTER SPRINGS APARTMENTS

Project Description

Develop a 279 unit aparatment community, with clubhouse, fitness center, pool and other amenities.

Summary of the Economic Impact of the Project on the City of Winter Springs

The project will have the following economic impact on the City of Winter Springs over the first 10 years:

Number of Residential Units Added Over the First 10 Years						
	One-Bedroom Units	**Two-Bedroom Units**	**Three-Bedroom Units**	**Four-Bedroom Units**	**Five-Bedroom Units**	**Total Units**
Apartments	152	109	18	0	0	**279**
Townhomes	0	0	0	0	0	**0**
Single Family Residences	0	0	0	0	0	**0**
Total Residential Units	**152**	**109**	**18**	**0**	**0**	**279**
New Residents*	**171**	**245**	**61**	**0**	**0**	**477**

* Number of new residents in the city, not necessarily the number of occupants in the new residential units.

Economic Impact Over the First 10 Years on the City of Winter Springs			
	Direct	**Indirect & Induced**	**Total**
Total number of permanent direct and indirect jobs to be created	12	0	12
Salaries to be paid to direct and indirect workers	$6,037,388	$420,202	$6,457,591
The market value the residential community's property on local tax rolls in Year 1	$33,500,000	$0	$33,500,000

Costs and Benefits for Local Taxing Districts

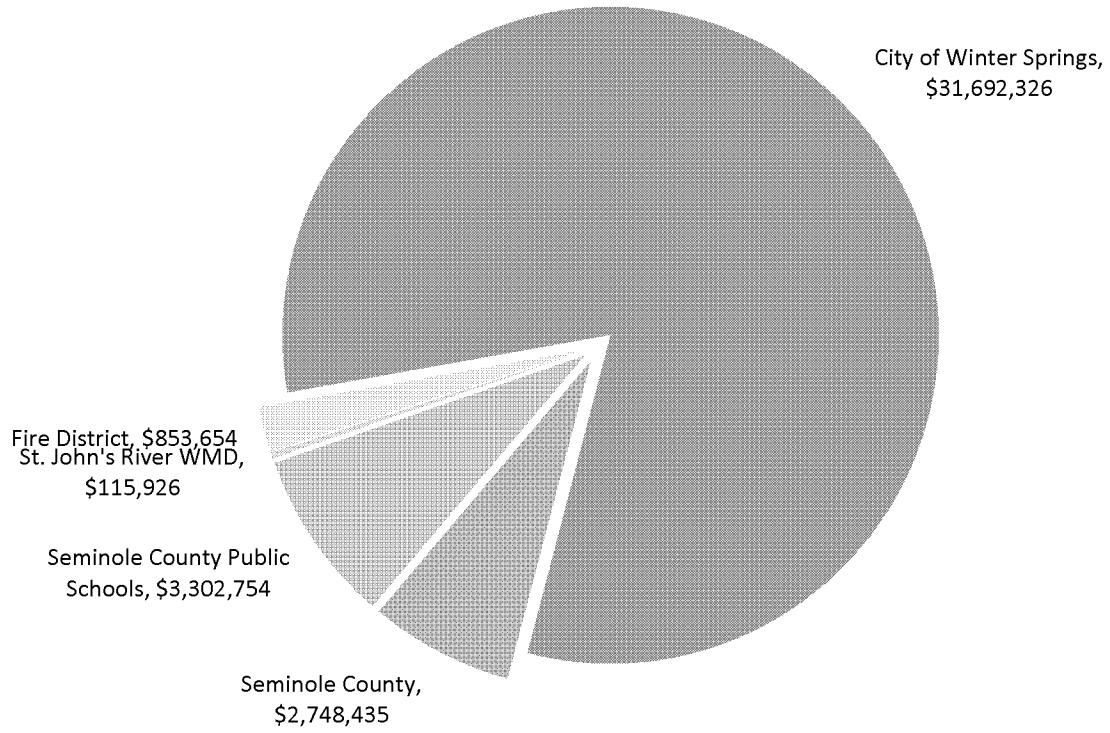
The project will generate additional benefits and costs for local taxing districts. A summary of these additional benefits, costs and net benefits is provided below. The source of specific benefits and costs are provided in more detail for each taxing district on subsequent pages.

Net Benefits Over the First 10 Years for Local Taxing Districts

	Additional Benefits	Additional Costs	Net Benefits	*Present Value of Net Benefits**
City of Winter Springs	$39,367,462	($7,675,136)	$31,692,326	*$24,591,515*
Seminole County	$3,547,956	($799,521)	$2,748,435	*$2,150,253*
Seminole County Public Schools	$7,500,416	($4,197,662)	$3,302,754	*$2,641,089*
St. John's River WMD	$115,926	$0	$115,926	*$88,858*
Fire District	$853,654	$0	$853,654	*$654,330*
Total	**$51,385,414**	**($12,672,319)**	**$38,713,095**	***$30,126,044***

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Distribution of Net Benefits Over the First 10 Years



Benefits and Costs for the City of Winter Springs

The table below displays the estimated additional benefits, costs and net benefits to be received by the city over the first 10 years of the project. Appendix C contains the year-by-year calculations.

City of Winter Springs: Benefits, Costs and Net Benefits Over the First 10 Years			
	Add'l Benefits	**Add'l Costs**	**Net Benefits**
Sales Taxes*	$379		**$379**
Property Taxes	$924,918		**$924,918**
Building Permits	$180,000		**$180,000**
Impact Fees			
Police	$99,210		**$99,210**
Fire	$195,300		**$195,300**
Transportation	$620,437		**$620,437**
Parks	$334,800		**$334,800**
Connection/Tap Fees	$250,000		**$250,000**
Other Revenues, Taxes & Fees: Residential Community			
City-Owned Utility Revenues	$3,525,241		**$3,525,241**
Electricity Franchise Fees	$9,776,113		**$9,776,113**
Electricity Taxes	$17,174,820		**$17,174,820**
Water/Wastewater Taxes	$288,678		**$288,678**
Natural Gas Taxes	$0		**$0**
Communication Services Taxes	$26,292		**$26,292**
Other Taxes & User Fees	$67,021		**$67,021**
Other Revenues, Taxes & Fees: New Residents			
City-Owned Utility Revenues	$2,116,220		**$2,116,220**
Electricity Franchise Fees	$222,268		**$222,268**
Electricity Taxes	$269,661		**$269,661**
Water/Wastewater Taxes	$191,459		**$191,459**
Natural Gas Taxes	$158,220		**$158,220**
Communication Services Taxes	$442,685		**$442,685**
Other Taxes & User Fees	$2,419,023		**$2,419,023**
Other Revenues, Taxes & Fees: New Worker Residents			
City-Owned Utility Revenues	$34,925		**$34,925**
Electricity Franchise Fees	$3,347		**$3,347**
Electricity Taxes	$3,177		**$3,177**
Water/Wastewater Taxes	$2,562		**$2,562**
Natural Gas Taxes	$2,175		**$2,175**
Communication Services Taxes	$3,850		**$3,850**
Other Taxes & User Fees	$34,681		**$34,681**
Costs: New Residential Community			
Cost of City-Owned Utility Service		($3,384,231)	**($3,384,231)**
Cost of Services		($59,180)	**($59,180)**
Costs: New Residents			
Cost of City-Owned Utility Service		($2,031,571)	**($2,031,571)**
Cost of Services		($2,136,002)	**($2,136,002)**
Costs: New Worker Residents			
Cost of City-Owned Utility Service		($33,528)	**($33,528)**
Cost of Services		($30,624)	**($30,624)**
Total	**$39,367,462**	**($7,675,136)**	**$31,692,326**
Present Value (5% discount rate)	*$30,471,103*	*($5,879,588)*	*$24,591,515*

* The analysis identifies the net effect on city revenues from additional taxable sales in the area. See the Methodology section for details.

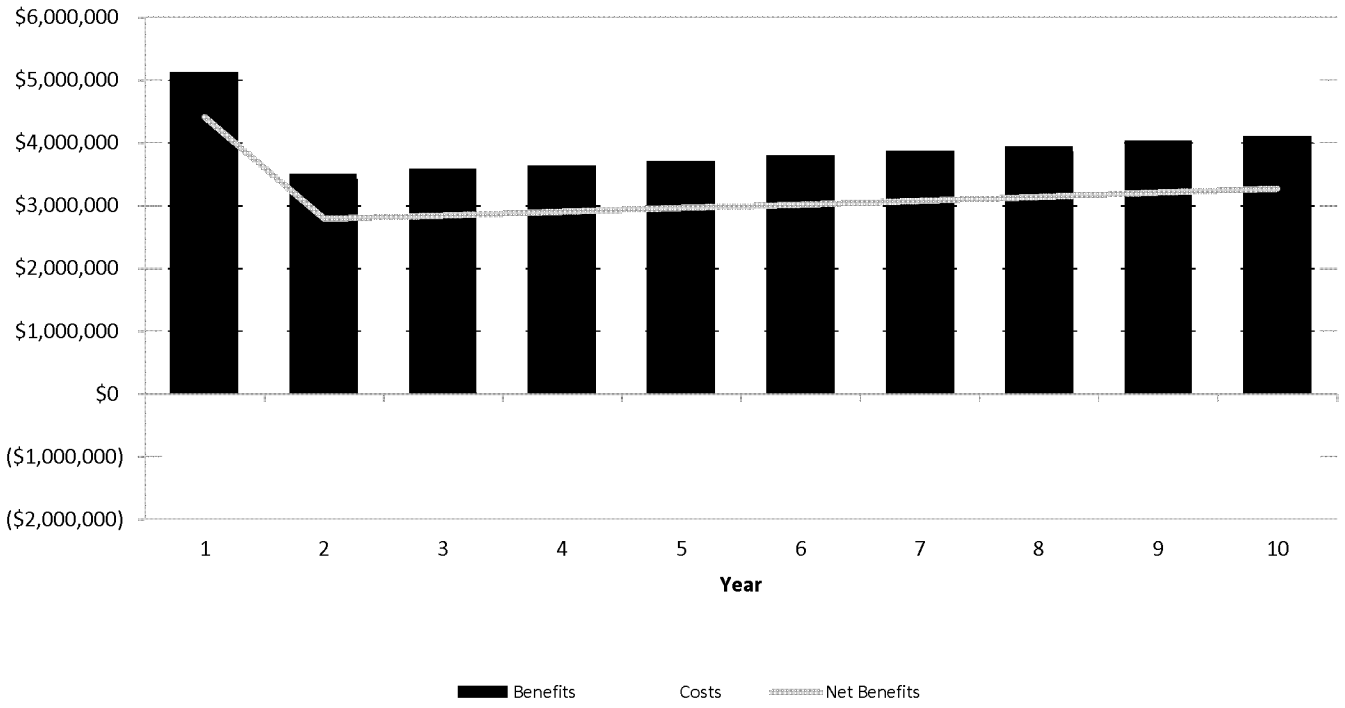
Benefits and Costs for the City of Winter Springs - Continued

The following table summarizes the year-by-year benefits, costs and net benefits to the city over the first 10 years.

City of Winter Springs: Year-By-Year Benefits, Costs and Net Benefits Over the First 10 Years

	Additional Benefits	Additional Costs	Net Benefits	Cumulative Net Benefits	*Present Value of Net Benefits*	*Cumulative Present Value of Net Benefits*
Year 1	$5,122,285	($700,944)	$4,421,341	$4,421,341	*$4,210,801*	*$4,210,801*
Year 2	$3,511,203	($714,962)	$2,796,241	$7,217,582	*$2,536,273*	*$6,747,074*
Year 3	$3,581,278	($729,262)	$2,852,016	$10,069,598	*$2,463,679*	*$9,210,753*
Year 4	$3,652,756	($743,847)	$2,908,909	$12,978,507	*$2,393,167*	*$11,603,919*
Year 5	$3,725,666	($758,724)	$2,966,942	$15,945,449	*$2,324,677*	*$13,928,596*
Year 6	$3,800,037	($773,898)	$3,026,139	$18,971,588	*$2,258,152*	*$16,186,748*
Year 7	$3,875,898	($789,376)	$3,086,522	$22,058,110	*$2,193,534*	*$18,380,281*
Year 8	$3,953,279	($805,164)	$3,148,115	$25,206,226	*$2,130,768*	*$20,511,050*
Year 9	$4,032,210	($821,267)	$3,210,943	$28,417,169	*$2,069,803*	*$22,580,852*
Year 10	$4,112,849	($837,692)	$3,275,157	$31,692,326	*$2,010,662*	*$24,591,515*
Total	**$39,367,462**	**($7,675,136)**	**$31,692,326**		***$24,591,515***	

City Net Benefits Over the First 10 Years



Benefits and Costs for Seminole County

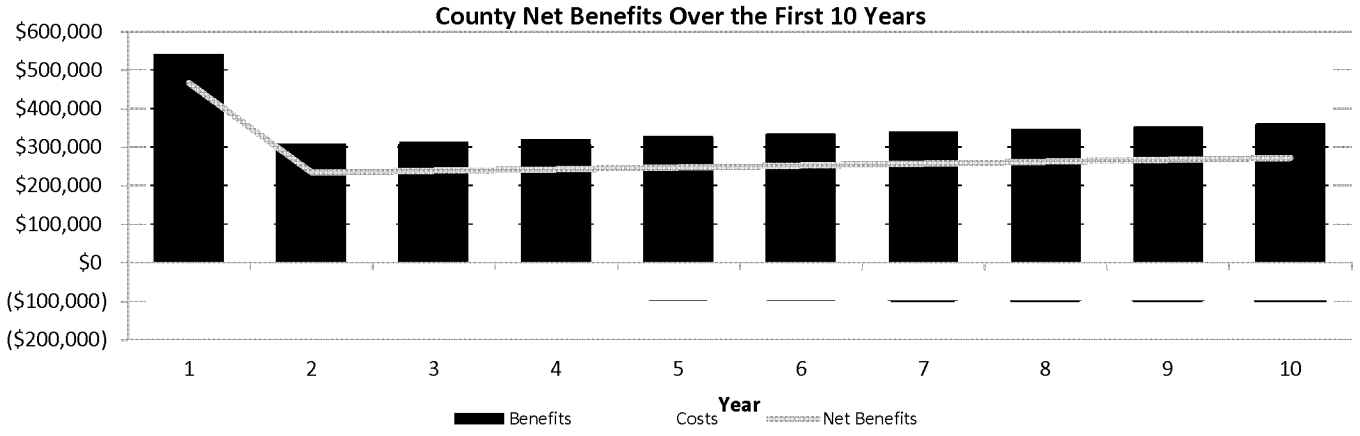
The table below displays the estimated additional benefits, costs and net benefits to be received by the county over the first 10 years of the project. Appendix C contains the year-by-year calculations.

Seminole County: Benefits, Costs and Net Benefits Over the First 10 Years			
	Add'l Benefits	**Add'l Costs**	**Net Benefits**
Sales Taxes*	$1,187		**$1,187**
Property Taxes	$1,786,193		**$1,786,193**
Tourist Development Taxes	$0		**$0**
Impact Fees			
Transportation	$220,968		**$220,968**
Library	$15,066		**$15,066**
Other Taxes & User Fees: Residential Com.	$98,828		**$98,828**
Other Taxes & User Fees: New Residents	$1,360,687		**$1,360,687**
Other Taxes & User Fees: New Worker Residents	$65,027		**$65,027**
Cost of Services: Residential Community		($51,829)	**($51,829)**
Cost of Services: New Residents		($713,590)	**($713,590)**
Cost of Services: New Worker Residents		($34,102)	**($34,102)**
Total	**$3,547,956**	**($799,521)**	**$2,748,435**
Present Value (5% discount rate)	*$2,762,732*	*($612,478)*	*$2,150,253*

* The analysis identifies the net effect on city revenues from additional taxable sales in the area. See the Methodology section for details.

The following table summarizes the year-by-year benefits, costs and net benefits to the county over the first 10 years.

Seminole County: Year-By-Year Benefits, Costs and Net Benefits Over the First 10 Years						
	Additional Benefits	**Additional Costs**	**Net Benefits**	**Cumulative Net Benefits**	***Present Value of Net Benefits***	***Cumulative Present Value of Net Benefits***
Year 1	$539,782	($73,017)	$466,765	$466,765	*$444,538*	*$444,538*
Year 2	$309,428	($74,478)	$234,950	$701,715	*$213,107*	*$657,645*
Year 3	$315,329	($75,967)	$239,362	$941,077	*$206,770*	*$864,414*
Year 4	$321,353	($77,487)	$243,866	$1,184,943	*$200,630*	*$1,065,044*
Year 5	$327,502	($79,036)	$248,466	$1,433,409	*$194,680*	*$1,259,724*
Year 6	$333,780	($80,617)	$253,162	$1,686,572	*$188,914*	*$1,448,637*
Year 7	$340,187	($82,230)	$257,958	$1,944,529	*$183,326*	*$1,631,963*
Year 8	$346,728	($83,874)	$262,854	$2,207,383	*$177,910*	*$1,809,872*
Year 9	$353,404	($85,552)	$267,852	$2,475,235	*$172,660*	*$1,982,532*
Year 10	$360,462	($87,263)	$273,200	$2,748,435	*$167,721*	*$2,150,253*
Total	**$3,547,956**	**($799,521)**	**$2,748,435**		***$2,150,253***	



Benefits and Costs for Seminole County Public Schools

The table below displays the estimated additional benefits, costs and net benefits to be received by the school district over the first 10 years of the project. Appendix C contains the year-by-year calculations.

Seminole County Public Schools: Benefits, Costs and Net Benefits Over the First 10 Years			
	Additional Benefits	**Additional Costs**	**Net Benefits**
Property Taxes	$2,893,389		**$2,893,389**
Additional State & Federal School Funding	$4,021,127		**$4,021,127**
Impact Fees	$585,900		**$585,900**
Cost of Educating New Students		($4,197,662)	**($4,197,662)**
Total	**$7,500,416**	**($4,197,662)**	**$3,302,754**
Present Value (5% discount rate)	*$5,844,145*	*$3,203,056*	*$2,641,089*

Benefits for Other Taxing Districts

The table below displays the estimated additional property taxes to be received by other taxing districts over the first 10 years of the project. Appendix C contains the year-by-year calculations.

Other Taxing Districts: Property Tax Over the First 10 Years	
	Additional Benefits
St. John's River WMD	$115,926
Fire District	$853,654
Total	**$969,580**

Attachment "D"

MARYANNE MORSE, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
BK 08446 Pgs 1131 - 1144; (14pgs)
CLERK'S # 2015037357
RECORDED 04/09/2015 10:15:00 AM
RECORDING FEES 120.50
RECORDED BY Thao Vore

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
Anthony Garganese
City Attorney of Winter Springs
Brown Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed this 10th day of March , 2015 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..,** a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is subject to the City's specific Town Center Comprehensive Plan policies and land development codes ("Town Center Policies"); and

WHEREAS, Developer desires to construct a phased development project on the Property which is generally located on, and fronting, the north side of S.R. 434 and both sides of Michael Blake Boulevard that is keeping in the character of the Town Center Policies ("Project"); and

WHEREAS, the initial phase of the Project located west of Michael Blake Boulevard will consist of two or more residential apartment buildings and mixed use buildings ("Initial Phase"); and

WHEREAS, the Developer has requested that the City Commission grant an optional preliminary approval of the Project in accordance with Section 20-321(b)(2) of the Town Center District Code and this Agreement; and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the definitions created in the parentheticals for the terms "Agreement," "Property," "Project," "Initial Phase", and "Town Center Policies," and

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b)(2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this Agreement, the City and Developer hereby agree as follows:

(a) **Approval of Concept Plan.** Developer shall design, permit and construct the Initial Phase of the development project consisting of a combination of standalone multi-family units and commercial/multi-family mixed use units on a portion of the Property as generally depicted on the conceptual development plan which is attached hereto and fully incorporated herein as **Exhibit "B."** Further, the architecture of the residential buildings for the development project shall be designed in a manner substantially similar to the building elevation which is attached hereto and fully incorporated herein as **Exhibit "C."** The conceptual development plan and the building elevation shall hereinafter be called the "Concept Plan." If the Developer chooses not to terminate this Agreement pursuant to Paragraph 21 herein, and proceed with the Initial Phase, the Developer shall submit proposed building elevations for the mixed use buildings for the City's consideration after the Effective Date of this Agreement in accordance with the Town Center District Code. The number of dwelling units permitted within the aforementioned Initial Phase of the development project shall not exceed three hundred (300) dwelling units. Notwithstanding the City's approval of the Concept Plan, Developer shall have the obligation to further submit and obtain the City's approval of a final site plan and final engineering plans which approval shall not be unreasonably withheld if said plans are consistent with the Concept Plan in all material respects and in compliance with the City Code. Developer shall also have the obligation to construct aesthetic reasonable enhancements to the Project consistent with the Town Center District Code and the City's aesthetic review process and requirements. Developer acknowledges and agrees that the Concept Plan was not presented to the City with specific surveyed dimensions and that during the final site plan and final engineering process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. Further, the elevations, roof lines, and architectural features depicted in the Concept Plan for the residential buildings may have to be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code. As such, Developer and the City agree that the Concept Plan is subject to reasonable adjustments at the final site plan and final engineering phase in order to bring the Project into full compliance with the City Code, particularly the Town Center District Code.

(b) **Master Stormwater Retention Facility.** The parties acknowledge and agree that the Developer has a pre-existing obligation to design, permit and construct permanent master stormwater facilities for the entire Property including the portion covered by this Project. Said obligation is memorialized in that certain Future Development Commitment Agreement by and between the City and Winter Springs Holdings, Inc., dated November 10, 2010, and recorded in O.R.B. 07486, Page 0146-154 ("Existing Agreement") and remains in full force and effect. The construction of the permanent master stormwater facilities are now required to be designed, permitted and constructed by Developer in conjunction with this Project. The permanent master stormwater facilities shall be owned and maintained by the Developer, with a drainage easement dedicated to the City over all of the stormwater facilities supporting Michael Blake Boulevard and other related City streets.

Pursuant to the Existing Agreement, Developer agrees to design, permit and construct the master stormwater facilities concurrent with the Initial Phase of the Project. Said facilities shall be located as generally depicted on the Concept Plan. For purposes of interpreting the aforesaid paragraph 3.6 (B), the parties acknowledge that "Spine Road" is now known as Michael Blake Boulevard and Developer shall be considered the "Owner."

(c) **Access Points and Street Frontage.** The access points and street frontage depicted on the Concept Plan are intended to be tentative representations that still require additional reasonable City staff review and comments during the site plan and final engineering review phase of the Project before the access points and street frontage are engineered by Developer.

(d) **New Streets.** Any new streets constructed by the Developer in furtherance of the Project shall be public streets and all such streets shall be conveyed to the City. All such land conveyances shall be by warranty deed and free and clear of all encumbrances, unless prior to the conveyance, the City notifies the Developer, in writing, that it will accept an encumbrance based on the City's determination that the encumbrance does not materially interfere with the use or maintenance of the street being conveyed.. Conveyance of roadway and streetscape improvements shall be by bill of sale and free and clear of all liens. The warranty deed and bill of sale shall be in a form reasonably acceptable to the City Attorney.

(e) **Roundabout.** Concurrent with the permitting and construction of the Project and subject to approval by the City, Developer shall design, permit, and construct the roundabout at the intersection of Michael Blake Boulevard and Tree Swallow Drive. The eastern end of the roundabout will be appropriately stubbed out to allow for the future continuation of Tree Swallow Drive to the east. Upon completion of the roundabout and acceptance by the City, conveyance of roundabout streetscape improvements shall be by bill of sale and free and clear of all liens. The bill of sale shall be in a form acceptable to the City Attorney.

(f) **Development Permit Fees**. Developer agrees to pay all ordinary and customary development permit fees which have been established by the City Commission including, but not limited to, application, building, and impact fees. A schedule of the current fees is on file in the City's Community Development Department.

(g) **Mandatory On-Site Management of Property; Future Condominium Conversion of the Project.** The intent and purposes of this Paragraph is to apply only to the Project buildings within the Initial Phase and is not intended to apply to the remainder of the Property which will be developed in the future. With respect to the Initial Phase of the Project, Developer shall be required to employ an appropriate number of on-site personnel, or an on-site management company that will be responsible for managing the day-to-day leases and tenant needs in a manner that is commonly accepted in the local residential rental market for luxury apartments. Developer shall also be responsible for maintaining, in good condition and in compliance with any and all applicable City property maintenance codes, any and all common areas, landscaping, entrance signs, walls, fences, recreational areas, and stormwater facilities. associated with the Project, However, in the event that the Developer desires to convert the Initial Phase of the Project into a condominium in the future, Developer shall be required to first seek the reasonable approval of the City in accordance with the City's subdivision of land and other City Code requirements including, but not limited to zoning/building/fire code requirements which will not be unreasonably withheld. If the conversion is approved by the City, Developer shall form a mandatory condominium association (the "Owners Association") for purposes of managing the day-to-day condominium owner needs and maintaining any and all common areas, the parking facilities, landscaping, entrance signs, walls, fences, recreational areas, and stormwater facilities associated with the Project. The Developer will file a Declaration of Condominium, (the "Declaration") among the Public Records of Seminole County, Florida to evidence the formation of the Owners Association and establish its rights, duties and obligations. The Declaration shall be in a form reasonably acceptable to the City Attorney and, shall require the Owners Association, and the members thereof, to be bound by the terms and conditions of this Agreement.

4. **Binding Covenant on Property – Future Rental Apartment Units.** Developer hereby covenants and agrees that the Initial Phase of the Project will be the only standalone multi-family rental apartment development on the entire Property. No other standalone multi-family rental apartment buildings will be developed on the remaining portions of the Property. If the City approves, in its discretion, any other multi-family rental apartment units on the remaining portion of the Property, said units shall be required to be incorporated into, and constructed concurrent with, a mixed use building and development project in accordance with the applicable provisions of the Town Center District Code. The covenant provided under this Paragraph 4 was freely given by the Developer in consideration of the development rights granted by the City hereunder and shall constitute a separate and binding land use covenant running with the Property which shall be enforceable by the City. Should this Agreement be terminated by either party, this Paragraph shall survive termination unless this Paragraph is expressly terminated by the parties by separate legal instrument recorded in the Official Public Records of Seminole County, Florida.

5. **Representations of the Parties.** The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer and recorded in the Public Records of

Seminole County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

6. **Successors and Assigns**. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same.

7. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. **Amendments**. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

9. **Entire Agreement**. This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Developer as to the subject matter hereof.

10. **Severability**. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

11. **Effective Date**. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto. The Effective Date is denoted within the preamble of this Agreement on page 1 of this Agreement.

12. **Recordation**. This Agreement shall be recorded in the Official Public Records of Seminole County, Florida.

13. **Relationship of the Parties**. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

14. **Sovereign Immunity**. Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or any other limitation on the City's potential liability under the state and federal law.

15. **City's Police Power**. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

16. **Interpretation**. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

17. **Third-Party Rights**. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

18. **Specific Performance**. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

19. **Attorney's Fees**. In connection with any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through all appeals to the extent permitted by law.

20. **Development Permits**. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Developer is in breach of any term and condition of this Agreement.

21. **Termination.** The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence construction of the Initial Phase of the Project within three (3) years of the effective date of this Agreement. However, if the failure is caused by a delay which is the direct result of the City's breach of this Agreement, the three year time period shall be extended by an amount of time equivalent to the delay time period. In addition, if the Developer determines within one hundred and eighty (180) days of the Effective Date that it cannot practicably develop a total of three hundred (300) multi-family units within the area set aside for residential in the Initial Phase, as depicted on the Conceptual Plan, the Developer may terminate this Agreement by providing written notice of termination to the City. If the City or Developer terminate this Agreement as provided under this Paragraph, the City shall record a notice of termination in the public records of Seminole County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[Signature pages to follow]

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By: _____
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: 3/10/15

By: _____
Anthony Garganese, City Attorney for the City of Winter Springs, Florida

CITY SEAL

Signed, sealed and delivered in the presence of the following witnesses:

_____
Signature of Witness
Catherine G. Ransdell
Printed Name of Witness

_____
Signature of Witness
JAMES R. DIFEDE
Printed Name of Witness

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

By: _____
Print name: PAUL H. SAYLOR
Its President

DISTRICT OF COLUMBIA

The foregoing instrument was acknowledged before me this 10th day of March, 2015, by Paul H. Taylor, as President of Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

Jo Ann Bowen
Notary Public, District of Columbia
My Commission Expires 5/14/2015
_____
(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOTS 6, 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; LESS ADDITIONAL RIGHT OF WAY AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 5510, PAGES 1286 THROUGH 1297, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2517, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 27.48 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N30°04'56"E A DISTANCE OF 258.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE N30°04'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 55.62 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S38°43'16"E A DISTANCE OF 11.80 FEET FOR A POINT OF BEGINNING, POINT BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED SPECIAL WARRANTY DEED; THENCE RUN N30°04'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE, SAID LINE BEING 11.00 FEET EAST OF AND PARALLEL TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), A DISTANCE OF 696.34 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE MAGNOLIA PARK ACQUISITION AS DESCRIBED IN THE AFOREMENTIONED SPECIAL WARRANTY DEED; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S59°55'04"E ALONG SAID SOUTHERLY BOUNDARY LINE A DISTANCE OF 147.93 FEET TO A POINT ON THE WESTERLY LINE OF THE C.S.X. TRANSPORTATION INCORPORATED "LAKE CHARM BRANCH" RAIL CORRIDOR; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE RUN S15°33'47"W ALONG SAID WESTERLY LINE A DISTANCE OF 526.65 FEET TO THE NORTHWEST CORNER OF RELEASE PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 3988, PAGE 1095; THENCE DEPARTING SAID WESTERLY LINE RUN S57°01'44"E ALONG THE NORTHERLY LINE OF SAID RELEASE PARCEL 2, A DISTANCE OF 104.80 FEET TO THE NORTHEAST CORNER OF SAID RELEASE PARCEL 2, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF ACQUISITION PARCEL B (THE RAILS TO TRAILS CORRIDOR) AS DESCRIBED IN OFFICIAL RECORD BOOK 4092, PAGE 164; THENCE CONTINUE S57°01'44"E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 95.46 FEET; THENCE RUN S54°37'59"E A

DISTANCE OF 147.17 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 85.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 61°16'51" A DISTANCE OF 90.91 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38°11'46" A DISTANCE OF 333.32 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°43'04"E A DISTANCE OF 187.98 FEET; THENCE RUN S46°13'52"E A DISTANCE OF 177.70 FEET; THENCE RUN S32°50'43"E A DISTANCE OF 662.97 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE AND THE NORTHWESTERLY LINE OF SAID ACQUISITION PARCEL B; THENCE RUN S50°31'58"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 997.88 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 434 (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2517, SHEET 11 OF 13); THENCE DEPARTING SAID NORTHWESTERLY LINE RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 431.17 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7905.47 FEET AND A CHORD BEARING OF N37°00'57"W; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 3°24'37" A DISTANCE OF 470.54 FEET TO THE END OF SAID CURVE; THENCE RUN S51°16'44"W A DISTANCE OF 14.00 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 136.42 FEET TO THE SOUTHEAST CORNER OF AFORESAID RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 138.78 FEET TO THE SOUTHWEST CORNER OF RELEASE PARCEL 2; THENCE CONTINUE N38°43'16"W A DISTANCE OF 308.12 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2803, PAGE 643; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N30°04'56"E ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 220.00 FEET; THENCE RUN N38°43'16"W ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 188.20 FEET TO THE POINT OF BEGINNING.

ALSO: "B"
A PORTION OF LOTS 5, AND 6, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2517, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 27.48 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N30°04'56"E A DISTANCE OF 258.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE),

AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE N30°04'56"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 960.70 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE MAGNOLIA PARK ACQUISITION AS DESCRIBED IN THE AFOREMENTIONED SPECIAL WARRANTY DEED: THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S59°55'04"E ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE OF 6.00 FEET FOR A POINT OF BEGINNING, POINT BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED SPECIAL WARRANTY DEED; THENCE RUN N30°04'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE SAID LINE BEING 6.00 FEET EAST OF AND PARALLEL TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), A DISTANCE OF 357.89 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1110.99 FEET AND A CHORD BEARING OF S12°51'55"W, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE C.S.X. TRANSPORTATION INCORPORATED "LAKE CHARM BRANCH" RAIL CORRIDOR; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 05°23'44", A DISTANCE OF 104.62 FEET TO THE POINT OF TANGENCY; THENCE RUN S15°33'47"W A DISTANCE OF 266.50 FEET TO A POINT ON THE AFORESAID NORTHERLY BOUNDARY LINE OF THE MAGNOLIA PARK ACQUISITION; THENCE RUN N59°55'04"W ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE OF 97.77 FEET TO THE POINT OF BEGINNING.

ALSO: "A"
A PORTION OF LOTS 5, 6, 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 1729.58 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N50°31'58"E A DISTANCE OF 97.29 TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF [redacted]); * AS SHOWN ON SAID RIGHT OF WAY MAP, FOR THE POINT OF BEGINNING; THENCE RUN N50°31'58"E A DISTANCE OF 1,033.48 FEET; THENCE RUN N39°28'02"W A DISTANCE OF 15.00 FEET; THENCE RUN N50°31'58"E A DISTANCE OF 106.44 FEET; THENCE RUN S83°03'12"E A DISTANCE OF 94.74 FEET; THENCE RUN S47°54'36"E A DISTANCE OF 34.00 FEET; THENCE RUN S37°59'33"E A DISTANCE OF 57.62 FEET; THENCE RUN S68°24'08"E A DISTANCE OF 52.48 FEET TO THE EASTERLY LINE OF BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP AS RECORDED IN PLAT BOOK 1, PAGE 5; THENCE RUN S05°13'52"W ALONG SAID

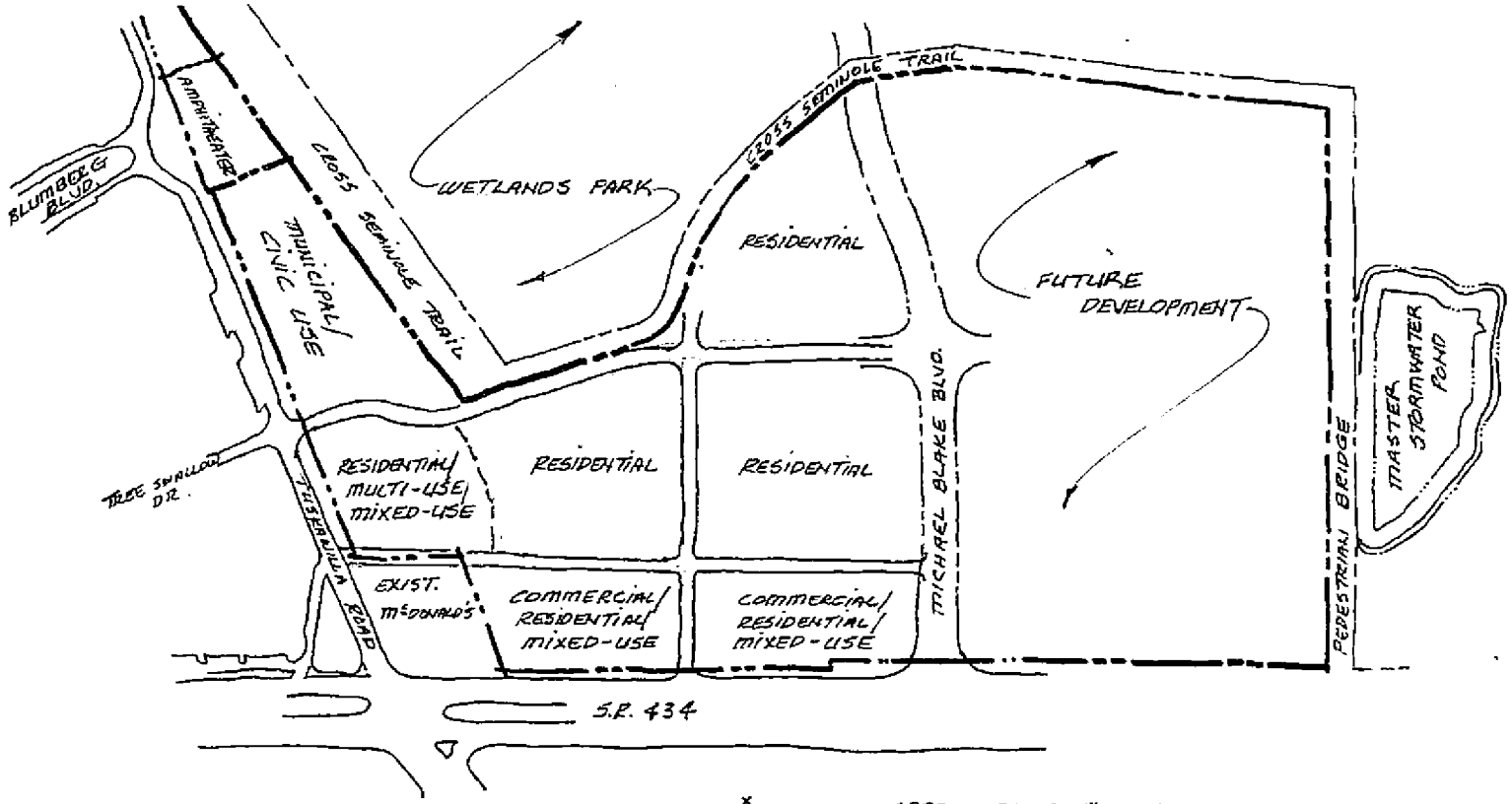
*** STATE ROAD 434**

EASTERLY LINE OF BLOCK "A" A DISTANCE OF 251.46 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN S62°36'00"W A DISTANCE OF 109.52 FEET; THENCE RUN S50°54'04"W A DISTANCE OF 11.72 FEET; THENCE RUN S22°01'13"W A DISTANCE OF 65.99 FEET; THENCE RUN S29°00'27"W A DISTANCE OF 44.28 FEET; THENCE RUN S52°03'03"W A DISTANCE OF 9.60 FEET; THENCE RUN S28°03'23"W A DISTANCE OF 97.92 FEET; THENCE RUN S44°20'04"E A DISTANCE OF 176.05 FEET ; THENCE RUN S37°21'37"E A DISTANCE OF 71.69 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF BLOCK "A"; THENCE RUN ALONG SAID EASTERLY LINE OF BLOCK "A" S05°13'52"W A DISTANCE OF 42.89 FEET; THENCE DEPARTING SAID EASTERLY LINE OF BLOCK "A" RUN N27°56'26"W A DISTANCE OF 41.29 FEET; THENCE RUN N36°31'04"W A DISTANCE OF 54.59 FEET; THENCE RUN N52°32'01"W A DISTANCE OF 245.40 FEET; THENCE RUN S89°06'27"W A DISTANCE OF 57.99 FEET; THENCE RUN S66°37'02"W A DISTANCE OF 39.09 FEET; THENCE RUN S46°29'24"W A DISTANCE OF 41.50 FEET ; THENCE RUN S28°55'33"W A DISTANCE OF 34.27 FEET; THENCE RUN S10°02'16"W A DISTANCE OF 55.95 FEET; THENCE RUN S03°05'47"W A DISTANCE OF 52.29 FEET; THENCE RUN S07°51'13"W A DISTANCE OF 30.86 FEET; THENCE RUN S00°47'47"W A DISTANCE OF 49.12 FEET; THENCE RUN S07°25'22"W A DISTANCE OF 52.87 FEET; THENCE RUN S67°06'00"W A DISTANCE OF 15.29 FEET ; THENCE RUN S79°35'01"W A DISTANCE OF 69.29 FEET; THENCE RUN N89°18'43"W A DISTANCE OF 96.92 FEET; THENCE RUN N60°50'07"W A DISTANCE OF 119.48 FEET; THENCE RUN S86°04'53"W A DISTANCE OF 186.65 FEET; THENCE RUN S09°51'29"W A DISTANCE OF 3.05 FEET; THENCE RUN N38°52'11"W A DISTANCE OF 121.02 FEET; THENCE RUN S51°16'44"W A DISTANCE OF 5.00 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD; THENCE RUN ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD N38°43'16"W A DISTANCE OF 73.56 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 45.687 ACRES MORE OR LESS.

TOGETHER WITH all easements for ingress and egress and retention/detention and other easement rights and privileges inuring to the benefit of the aforedescribed Property and pursuant to the Easement Agreement recorded in Official Records Book 2803, Page 647, Public Records of Seminole County, Florida.

EXHIBIT



NOTE: "RESIDENTIAL" AS USED ON THE CONCEPT PLAN EQUALS MULTI-FAMILY - SEE PARAGRAPH 3(a) OF THE DEVELOPMENT AGREEMENT.

POLLACK SHORES CONCEPT PLAN

EXHIBIT

tabbies

C

Proposed Town Center Apartments - Elevation



"LEGIBILITY UNSATISFACTORY FOR SCANNING"

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Anthony Garganese
City Attorney of Winter Springs
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS FIRST MODIFICATION OF DEVELOPMENT AGREEMENT (the "First Modification") is made and executed this _____ day of _____ , 2015 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..,** a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in that certain Development Agreement, dated March 10, 2015, and recorded in the Official Records of Seminole County, Florida at Official Record Book 8446, Pages 1131-1144 ("Original Development Agreement"); and

WHEREAS, the Developer and the City desire to modify the Original Development Agreement in conjunction with the approval of the final engineering plans by the City Commission pursuant to the terms and conditions stated herein in order to address several additional issues related to the future development of the Property; and

WHEREAS, on December 14, 2015, in conjunction with the approval of this First Modification, the City Commission approved the final engineering plans submitted by the Developer for the construction of 279 standalone apartment dwelling units. A copy of said final engineering plans are on file at the City of Winter Springs City Hall ("Final Engineering Plans"); and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the new definitions created in the parentheticals for the terms "First Modification," "Final Engineering Plans," and "Original Development Agreement."

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b)(2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this First Modification, the Developer and the City hereby agree as follows:

(a) **Improvements to the City Collector Road System.** The Final Engineering Plans depict improvements to Michael Blake Boulevard from S.R. 434 to the Cross-Seminole Trail, and Tree Swallow Drive from Tuskawilla Road to Michael Blake Boulevard. Both Michael Blake Boulevard and Tree Swallow Drive are City Collector Roads and are therefore eligible for Transportation Impact Fee Credits. Developer hereby agrees to construct Michael Blake Boulevard and Tree Swallow Drive, at its expense and as depicted on the approved Final Engineering Plans, in exchange for an award from the City of Winter Springs transportation impact fee credits in a maximum amount of Six Hundred Twenty Thousand Four Hundred Thirty Seven and 41/Dollars ($620,437.41) (the "Approved Transportation Impact Fee Credit"). The costs eligible for the Transportation Impact Fee Credit shall consist solely of the Developer's actual construction costs for roadway, stormwater, landscape, and hardscape improvements within the right-of-way for Michael Blake Boulevard and Tree Swallow Drive, plus construction of the S.R. 434 westbound right-turn deceleration lane at Michael Blake Boulevard. All construction expenditures eligible for transportation impact fee credits shall be subject to approval by the City Engineer in advance of construction, with such approval not being unreasonably withheld or delayed. Any construction costs over the Approved Transportation Impact Fee Credit shall be the Developer's sole responsibility. Developer agrees to complete construction of Michael Blake Boulevard and Tree Swallow Drive and have the City accept construction thereof, prior to the first certificate of occupancy being issued by the City for any apartment building. Prior to final acceptance, Developer shall provide the City with copies of all applicable invoices, receipts, proof of payments, lien releases, warranties, maintenance letters of credit, and all documentation necessary for the City Engineer's approval of the final amount of the Transportation Impact Fee Credit. The City shall not be responsible or liable for providing any transportation impact fee credit which cannot be properly and reasonably documented in writing.

(b) **Adjusted City Arbor Fee.** The City hereby agrees that the adjusted City arbor fee due the City related to the approval of the Final Engineering Plans shall be Two Hundred Seventy-Five Thousand Seven Hundred Fifty and No/100 Dollars ($275,750.00)

("Arbor Fee"). The Arbor Fee was determined based on the area subject to the Final Engineering Plans (279 apartment units and related streets) and the previous tree removals by the Developer that occurred within the area east of Michael Blake Boulevard, lying south of the Cross-Seminole Trail, under a permit issued by the Army Corp of Engineers ("Arbor Fee Area"). The Arbor Fee may be reduced if the Developer actually installs additional trees within the Arbor Fee Area in excess of the amount of trees required by the landscape plans approved by the City Commission in conjunction with the Final Engineering Plans. The reduction shall be based on the value of the trees installed, as determined by the City, and shall only be allowed for trees that qualify for tree replacement credits under the City Code. Developer agrees to pay the Arbor Fee to the City at such time said payment is required by the City Code. The Developer acknowledges and agrees that additional arbor fees may be required by the City Code for future development phases on the Property.

(c) **Finished Floor Elevations.** The average finished floor elevations as depicted on the Final Engineering Plans are hereby deemed acceptable to the City and in compliance with the Town Center Code. The City acknowledges that the elevations vary depending on the building length and location and that some of the elevations are below and above the 24" requirement set forth in the Town Center Code. However, the City agrees that the overall average of the elevations complies with the intent and purpose of the Town Center Code requirement.

(d) **Balconies Restrictions.** The following covenant shall apply to all apartment balconies:

> Balconies shall be kept clean and tidy at all times by occupants of the units in order to avoid visual clutter and nuisances. No noxious or offensive activities shall be carried on upon any balcony. Draping towels, clothing and other items over balcony rails; storing junk or other non-patio type items upon balconies; storing flammable and combustible liquids; and the use of heat producing appliances including outdoor cooking devices shall be prohibited. Outdoor patio tables and chairs, plants, and small household decorative patio items shall be permissible.

The aforesaid shall be considered a minimum covenant and nothing herein shall prohibit the Developer and any on-site management company or Owner's Association required by Paragraph 3(g) of the Original Development Agreement from adopting a more stringent balcony covenant. Further, nothing herein is intended to restrict or limit the enforcement of any applicable City Code. The Developer and any on-site management company or Owner's Association shall be required to notify all occupants of units of this and any other applicable balcony covenant in writing at the commencement of each unit occupancy and as often as necessary to ensure compliance. In addition, the Developer and any on-site management company or Owner's Association shall strictly enforce the aforementioned balcony covenant and shall be liable to the City for failure to adequately enforce the covenant.

(e) **Conveyance of Real Property.** In consideration for the City agreeing to the terms and conditions stated herein, the sufficiency of which are hereby

acknowledged by the Developer, the Developer agrees to convey, free and clear of all encumbrances, liens and mortgages, approximately 2.2 acres, more or less, of real property generally depicted as "civic/public area" on **Attachment "1,"** which is attached hereto and fully incorporated herein by this reference ("Conveyance Property").. Within sixty (60) days from the effective date of this First Modification, the Developer shall provide the City with an acceptable legal description of the Conveyance Property. The Developer recognizes and agrees that the southern boundary of Conveyance Property, which shall be surveyed and legally described, shall also serve as the northern boundary of the future Tree Swallow Road depicted on the Final Engineering Plans. As such, the Developer shall ensure that the southern boundary of the Conveyance Property allows a sufficient amount of real property for the future Tree Swallow Road in accordance with the requirements of the City Code. Said conveyance shall occur by warranty deed within ninety (90) days from the date that the City receives the surveyed legal description required by this First Modification unless the closing time period is extended by mutual consent. The City Attorney will prepare the ordinary and customary closing documents required for the conveyance and the City will be responsible for all closing costs, except that the Developer shall be responsible for any costs related to clearing or remedying any defects of title or encumbrances deemed not reasonably acceptable to the City.

(f) **Decorative Regulatory Signage And Lighting.** Prior to issuance of certificate of completion and acceptance of the infrastructure, the Developer and the City shall enter into a separate Use and Maintenance Agreement outlining responsibilities related to the decorative street lights and signage required by the Final Engineering Plans, including but not limited to, the cost differential between maintaining standard street lights and signs and the decorative street lighting and design requirements of the Town Center Plan. Said agreement shall substantially conform to the standard decorative street light and signage form agreement that was previously approved by the City Commission to be utilized on a citywide basis which shall be assignable and run with the land. The Developer acknowledges that if the subject Property is ever conveyed to a third party including, but not limited to, a condominium association, the Developer will assign the Use and Maintenance Agreement to the third party for continuation of obligations related thereto which shall run with the land.

(g) **Remaining Dwelling Units Permitted in Initial Phases**. In accordance with Paragraph 3(a) of the Original Development Agreement, the remaining number of dwelling units permitted in the Initial Phase of the development project shall be twenty-one (21) dwelling units [300 maximum – 279 approved by Final Engineering Plans = 21 remaining units]. The remaining units, if constructed by the Developer, shall be incorporated into the area denoted "Commercial/Residential Mixed Use" on the Concept Plan.

(h) **Performance and Maintenance Security For Public Improvements.** The Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Infrastructure LOC") in a dollar amount reasonably determined by the City, based on an estimate of a duly qualified engineer, to be financially sufficient to cover the cost of completion of the all public infrastructure improvements within the Michael Blake Boulevard right-of-way, as required by the Final Engineering Plans, including, but not limited to, reconstructing portions of Michael Blake Boulevard, drainage facilities, sidewalks, water and sewer facilities and landscaping. The purpose of the Infrastructure LOC shall be to ensure that

Developer completes the construction and installation of the infrastructure in accordance with the requirements of the Final Engineering Plans. The Infrastructure LOC shall be delivered no later than the Developer commencing construction of the aforementioned public improvements. In addition, the Infrastructure LOC shall be maintained in good standing for the benefit of the City until the infrastructure is accepted by the City. Upon acceptance of the infrastructure by the City, the City shall promptly return the Infrastructure LOC to the Developer.

In addition, at such time the City accepts any and all of the public streets and infrastructure improvements associated with the Final Engineering Plans including, but not limited to the improvements related to Michael Blake Boulevard, the Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Maintenance LOC") in a dollar amount reasonably determined by the City, based on an estimate of a duly qualified engineer to be financially sufficient to cover the cost of maintenance of required and installed public streets and improvements for two (2) years after the date of the completion and acceptance by the City. In addition, the Maintenance LOC shall be maintained in good standing for the benefit of the City until it is released by the City, less any applicable deductions related to maintenance costs incurred by the City, promptly at such time the two year period expires. The reserves the right to require separate Maintenance LOCs if public infrastructure is completed and accepted by the City in phases, and if so required, each acceptance shall be subject to its own two year maintenance term.

4. All other terms of the Original Development Agreement not modified by the provisions of this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[Signature pages to follow]

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By:_____
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: _____

CITY SEAL

By: _____
Anthony Garganese, City Attorney for the City of Winter Springs, Florida

Signed, sealed and delivered in the presence of the following witnesses:

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

_____
Signature of Witness

_____
Printed Name of Witness

By:_____
Print name:_____
Its President

_____
Signature of Witness

_____
Printed Name of Witness

DISTRICT OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as President of Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

(NOTARY SEAL)

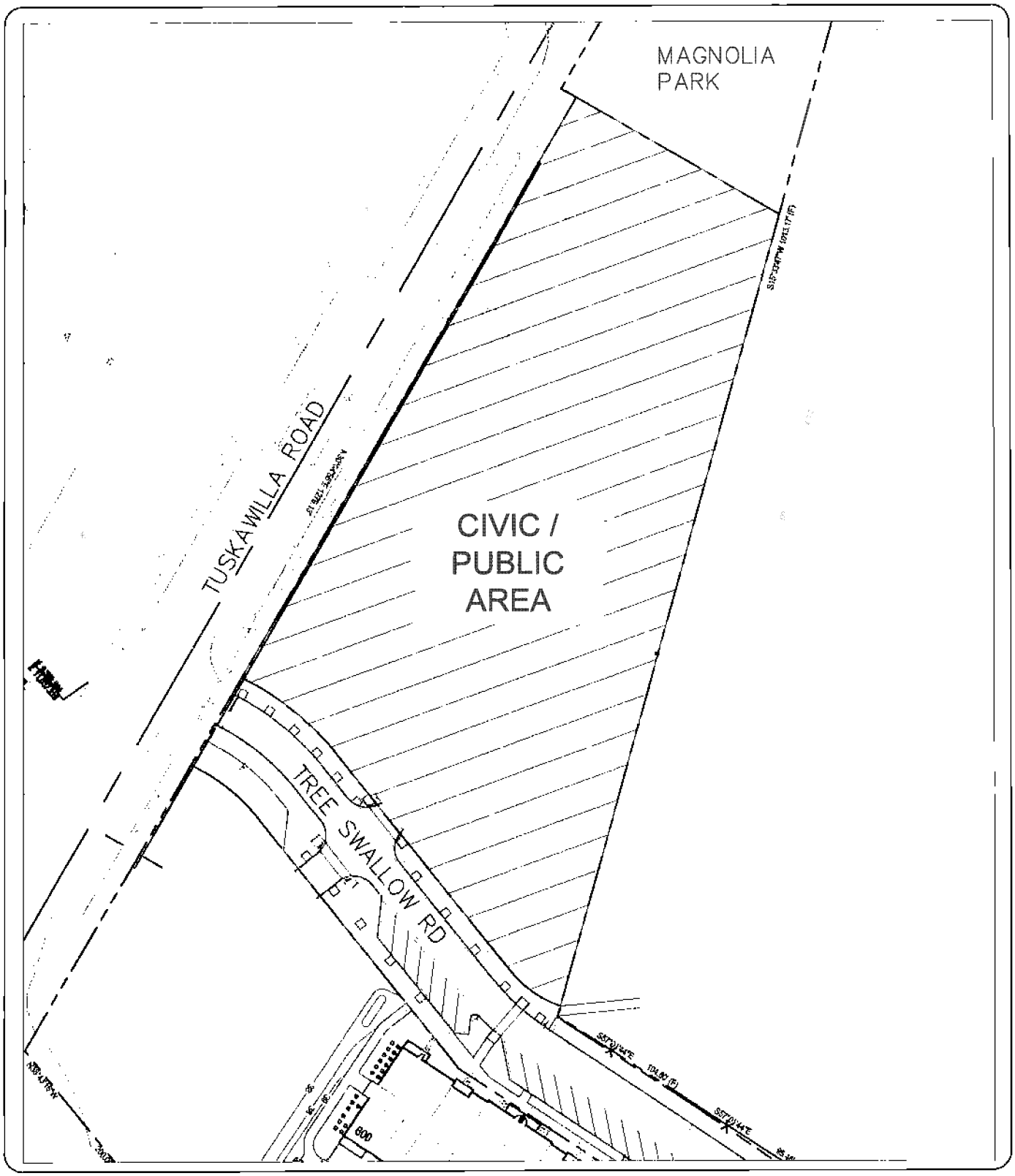
_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

ATTACHMENT "1"

Depiction of Conveyance Property

ATTACHMENT 1



Small Business Enterprise 1979-2015 36 Years
LOCHRANE Consulting Engineers Surveyors
201 SOUTH ROMEY AVENUE ORLANDO, FL 32801
PH: (407) 896-1117 | FAX: (407) 896-9167 | WWW.LOCHRANE.COM
CERTIFICATE OF AUTHORIZATION # 00002850

WSTC PHASE II
CIVIC / PUBLIC AREA
WINTER SPRINGS APARTMENTS
WINTER SPRINGS HOLDINGS, INC.
WINTER SPRINGS, FL

JOB NO: 13034
DATE: 12/09/15
BY: FAP
SCALE: NTS

C:\Users\fporter\Documents\Drawing2 dwg -- Dec 09, 2015 - 10:18am

Excerpt from the Wednesday, December 2, 2015 Planning and Zoning Board/LPA Regular Meeting Minutes

PUBLIC HEARINGS

502. Community Development Department – Planning Division

The Community Development Department – Planning Division Requests The Planning And Zoning Board Consider Approval Of: 1) Preliminary/Final Engineering Plan, And 2) Aesthetic Review For Total Of 279 Multi-Family Units Located On The East Side Of Tuskawilla Road, North Of SR 434 And West Michael Blake Boulevard.

Mr. Bobby Howell, AICP, Senior Planner, Community Development Department introduced the Agenda Item and explained the Applicant's request for approval of a preliminary Final Engineering Plan and an Aesthetic Review for an apartment community containing 279 units. Referencing an aerial photograph, Mr. Howell pointed out the location of the proposed community.

Continuing, Mr. Howell gave a brief history of the project and noted the different negotiations related to the community's location. Mr. Howell also mentioned that the plans have been designed in accordance with the Concept Plan and Development Agreement approved by the City Commission; and also commented on several points of entry to the community, mixed-use/commercial development, and parking.

Images are shown with further comments.

Board Member Bart Phillips inquired if this was part of a second phase development. City Attorney Anthony A. Garganese indicated, "It was phase two (2) of the original – JDC (James Doran Company) project." Attorney Garganese noted that the project had been terminated. Mr. Stevenson explained, "We have always referred to as phase two (2), Mr. Phillips, has been the east side of Tuskawilla Road, as being phase two (2) of the Town Center."

Chairperson Henderson opened "Public Input".

No one spoke.

Chairperson Henderson closed "Public Input".

"I MAKE A MOTION WE APPROVE THE FINAL ENGINEERING PLAN AND AESTHETIC REVIEW FOR A TOTAL OF 279 MULTI-FAMILY UNITS LOCATED ON THE EAST SIDE OF TUSKAWILLA ROAD, NORTH OF SR (STATE ROAD) 434 AND WEST OF MICHAEL BLAKE BOULEVARD." MOTION BY VICE-CHAIRPERSON CASMAN. SECONDED BY BOARD MEMBER PHILLIPS. DISCUSSION.

VOTE:
BOARD MEMBER WALKER: AYE
CHAIRPERSON HENDERSON: AYE
BOARD MEMBER PHILLIPS: AYE
VICE-CHAIRPERSON CASMAN: AYE
BOARD MEMBER MILLER: AYE
MOTION CARRIED.

Open Engineering Comments
12/8/2015

Sheet	Comment
C001 - COVER.pdf	Conditions of approval: 1. Streetlighting and site photometric plans subject to staff review and approval. 2. Developer to enter into NSSLIA agreement wit h the City for maintenance of decorative streetlights and signage along the development's right-of-way frontage.
C006 - MASTER SITE LAYOUT.pdf	All work in the FDOT right-of-way is subject to FDOT approval and issuance of the necessary permit(s).
C006 - MASTER SITE LAYOUT.pdf	Provide typical sections for the Edge drives; show all improvements and dimensions across the entire width of the right-of-way.
C006 - MASTER SITE LAYOUT.pdf	The Perimeter Road does not meet Town Center standards for an Edge Drive. This road can remain as shown but will need to be a private road that is owned and maintained by the apartment owner.
C006 - MASTER SITE LAYOUT.pdf	The turn lane design needs to be revised to meet current FDOT standards.
C006 - MASTER SITE LAYOUT.pdf	Update to match the right-of-way lines shown on sheets 7 and 8.
C006-1 - ROUNDABOUT SIGNAGE.pdf	According to Detail "A" and the plan, the proposed length from the face of D curb to the proposed pavement is 12', with the pavers being 11'. That would make the Type RA curb only 1'. Per FDOT Spec 300, type RA curb should be 2'-3"
C006-1 - ROUNDABOUT SIGNAGE.pdf	Delete the double yellow centerline on MBB, except for that needed on the approach to the trail crossing per Seminole County trail crossing standards.
C006-1 - ROUNDABOUT SIGNAGE.pdf	Provide a typical section through the roundabout. The exact dimensions of various elements is still not clear.
C006-1 - ROUNDABOUT SIGNAGE.pdf	Review existing signage at the trail crossing and identify which signs need to be removed or relocated. The signage in this area needs to be cleaned up. Signage should be based on stop control for all approaches. Pedestrian warning signs are not needed at stop signs.
C006-2 - TRUCK ACCESS.pdf	The mountable apron width needs to be slightly larger to provide some margin for driver error. Be sure any changes to the apron width are reflected on all applicable plan sheets and details.
C007 - SITE LAYOUT WEST.pdf	Extend leader line for the pedestrian warning sign callout to the sign location in front of the crosswalk.
C007 - SITE LAYOUT WEST.pdf	Move the two pedestrian warning signs right up to the crosswalk per MUTCD standards when using the arrow supplemental plaque.

Open Engineering Comments
12/8/2015

C008 - SITE LAYOUT EAST.pdf	Provide one additional bollard on the south side of the tree planter; evenly space the 3 bollards between the tree planter and hte curb ramp.
C009 - SITE LAYOUT NORTH.pdf	Delete double yellow centerline, except for that needed at the approach to the trail crossing.
C010 - GRADING WEST.pdf	This may have been previously discussed, but please explain why a swale is needed here. It appears the runoff from the small lot to the south could sheet flow into the street and drain along the curbs to the inlets. This would eliminate the swale and free up more land for the future lots. If the swales must remain for the time being, suggest locating them in easements, since the swales will go away when the property develops (and be replaced by a developed street matching the other side. It is easier to vacate easements than right-of-way.
C012 - GRADING NORTH.pdf	This style of retaining wall and barrier has a "highway" look that is not a good fit in the Town Center adjacent to the trail. Need to provide decorative enhancements to the exposed wall face and both sides of the barrier. Please specify the barrier to have a minimum height of 42-inches for fall protection.
C014 - UTILITY WEST.pdf	Callout cleanout and list invert elevation.
C016 - UTILITY NORTH.pdf	Callout existing sleeves across MBB: one 6" and two 4". Callout to remove if not used.
C017 - PROFILE TREE SWALLOW 1.pdf	Delete dimensional callouts not shown on the plan and profile sheets (typ.)
C021 - PROFILE MICHAEL BLAKE 2.pdf	At the connection point, callout a sawcut and station number.
C025 - SWALE LAYOUT.pdf	Provide a concrete driveway apron in the right-of-way. Even though it will be temporary, it could be years before the east side is developed. Call it out to be stone during construction with concrete to be installed at the end of sitework.
C026 - STORM POND.pdf	Callout rip-rap depth
C026 - STORM POND.pdf	Callout rip-rap dimensions and depth
C026 - STORM POND.pdf	Prior to any site construction, need Seminole County approval of trail crossing and the proposed maintenance of traffic plans.
C026 - STORM POND.pdf	Show and callout a tee to match Section A-A above.
C027 - LIFTSTATION LAYOUT.pdf	Change "ROW" to "easement" for the lift station site.
C032 - MOT PERIMETER.pdf	Add a note to the plans stating that no daytime lane closures are permitted.
I001 - IRRIGATION PLAN.pdf	Identify the location of the point of connection, meter, and backflow preventer. Need to coordinate the separation of any landscaping/irrigation for areas in the right-of-way that will potentially be maintained by the City.

COMMISSION AGENDA

ITEM 307

Informational	
Consent	**X**
Public Hearings	
Regular	

January 09, 2017	KS	BF
Regular Meeting	City Manager	Department

REQUEST:

The Community Development Department requests City Commission approval of the First Modification of the Development Agreement with Winter Springs Holdings, Inc. for a previously approved multi-family residential project located on the east side of Tuskawilla Road, north of S.R. 434 and west of Michael Blake Boulevard.

SYNOPSIS:

Final Engineering plans and an associated Development Agreement Modification for the Pollack Shores multi-family residential project were approved by the City Commission in December 2015. This agenda item updates the Development Agreement First Modification based on recent City Code changes and minor changes to the development plans requested by the new residential project developer, Catalyst Development Partners.

CONSIDERATIONS:

- At the December 14, 2015 City Commission meeting, the Commission approved the Final Engineering plans, Aesthetic Review, and Development Agreement First Modification with Winter Springs Holdings, Inc., for the Pollack Shores multi-family residential project in the Winter Springs Town Center.

- The approved Pollack Shores project consisted of 279 apartment units and associated site infrastructure and amenities, located on the east side of Tuskawilla Road, north side of S.R. 434, and west of Michael Blake Boulevard.

- Winter Springs Holdings did not execute the Development Agreement Modification and the Pollack Shores Real Estate Group has declined to pursue the project.

- In August 2016, Catalyst Development Partners, LLC contacted the City seeking to proceed with the apartment project in the same format that was previously approved. Catalyst reviewed the approved documents, including the Development Agreement Modification, and met with Staff to discuss several minor proposed changes to the Agreement.

- The proposed First Modification of the Development Agreement (Exhibit A) replaces the previously approved (but not signed) Agreement and incorporates the following changes:
    1. Reduces the total number of multi-family apartment units permitted on the property from 300 to 283, with the 283 units to be entirely located within the initial development phase. The initial development phase was previously 279 units; however, Catalyst has requested the option of adding four additional units near the clubhouse area for a total of 283.
    2. Stipulates that transportation impact fee credits shall be applied first to the 283 multi-family units, then to non-residential uses in the initial phase of the development (west of Michael Blake Boulevard), and then finally to any non-residential uses on the property east of Michael Blake Boulevard.
    3. Reduces the amount due for the Arbor Fee based to match the recently updated Arbor Ordinance.

FISCAL IMPACT:

The revised First Modification of the Development Agreement includes a reduction in the Arbor Fee from $275,750 to $149,660, based on the recently adopted changes to the Arbor Ordinance. The Agreement also includes new conditions on the use of excess transportation impact fees, which can now only be applied to non-residential future development on the property.

COMMUNICATION EFFORTS:

This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at six (6) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

RECOMMENDATION:

Staff recommends the City Commission approve the First Modification of the Development

Agreement with Winter Springs Holdings, Inc., and authorize the City Manager and the City Attorney to prepare and execute any and all applicable documents.

ATTACHMENTS:

1. Exhibit A - First Modification Developer's Agreement (10 pages)

EXHIBIT A

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Anthony Garganese
City Attorney of Winter Springs
Garganese, Weiss &
D'Agresta, P.A. 111 N. Orange
Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS FIRST MODIFICATION OF DEVELOPMENT AGREEMENT (the "First Modification") is made and executed this ____ day of January, 2017 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..,** a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in that certain Development Agreement, dated March 10, 2015, and recorded in the Official Records of Seminole County, Florida at Official Record Book 8446, Pages 1131-1144 ("Original Development Agreement"); and

WHEREAS, on December 14, 2015, the City Commission approved the final engineering plans submitted by the Developer for the Project, subject to a First Modification of Development Agreement which was approved by the City Commission ("Original First Modification"). A copy of said final engineering plans are on file at the City of Winter Springs

City Hall ("Final Engineering Plans"); and

WHEREAS, subsequent to the City Commission's approval of the Final Engineering Plans and the Original First Modification, Developer did not execute the Original First Modification and deliver it to the City; and

WHEREAS, the Parties now desire to amend the Original First Modification approved by the City Commission, and approve and execute this new version of the First Modification as a condition to the Final Engineering Plans and Aesthetic Review approved by the City Commission on December 14, 2015, as if this new First Modification was approved simultaneously with the Final Engineering Plans; and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the new definitions created in the parentheticals for the terms "First Modification," "Final Engineering Plans," and "Original Development Agreement." This First Modification shall be deemed a material part and condition of the Final Engineering Plans.

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b) (2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this First Modification, the Developer and the City hereby agree as follows:

(a) **Improvements to the City Collector Road System**. The Final Engineering Plans depict improvements to Michael Blake Boulevard from S.R. 434 to the Cross-Seminole Trail, and Tree Swallow Drive from Tuskawilla Road to Michael Blake Boulevard. Both Michael Blake Boulevard and Tree Swallow Drive are City Collector Roads and are therefore eligible for Transportation Impact Fee Credits. Developer hereby agrees to construct Michael Blake Boulevard and Tree Swallow Drive, at its expense and as depicted on the approved Final Engineering Plans, which plans are described in further detail on Attachment "1" attached hereto, and which improvements include construction of roadway, stormwater, landscape and hardscape improvements (collectively, the "Roadway Improvements"), in exchange for an award from the City of Winter Springs transportation impact fee credits in a maximum amount of Six Hundred Twenty Thousand Four Hundred Thirty Seven and 41/100 Dollars ($620,437.41) (the "Approved Transportation Impact Fee Credit"). The costs eligible for the Transportation Impact Fee Credit shall consist solely of the Developer's actual construction costs for the Roadway Improvements, plus construction of the S.R. 434 westbound right-turn deceleration lane at Michael Blake Boulevard. All construction expenditures eligible for

transportation impact fee credits shall be subject to approval by the City Engineer in advance of construction, with such approval not being unreasonably withheld or delayed. Any construction costs over the Approved Transportation Impact Fee Credit shall be the Developer's sole responsibility. Developer agrees to complete construction of the Roadway Improvements and the City shall accept construction thereof through its applicable site acceptance procedures, prior to the first certificate of occupancy being issued by the City for any apartment building. Prior to final acceptance, Developer shall provide the City with copies of all applicable invoices, receipts, proof of payments, lien releases, warranties, maintenance letters of credit, and all documentation necessary for the City Engineer's approval of the final amount of the Transportation Impact Fee Credit. The City shall not be responsible or liable for providing any transportation impact fee credit which cannot be properly and reasonably documented in writing. The Approved Transportation Impact Fee Credits are eligible to be applied first to the 283 multi-family units in the Initial Phase of the development project and thereafter, any remaining Approved Transportation Impact Fee Credits will be applied to any non-residential land uses first on the portion of the Property on which the Initial Phase will be constructed and then second to any non-residential land uses on the portion of the Property labeled as "Future Development" or "Commercial" on the Concept Plan east of Michael Blake Boulevard until said Credits are exhausted. Notwithstanding any of the foregoing, the Approved Transportation Impact Fee Credits shall expire five (5) years from the City Engineer's approval of the final amount of Approved Transportation Impact Fee Credit.

(b) **Adjusted City Arbor Fee.** The City hereby agrees that the final adjusted City arbor fee for the Project shall be One Hundred Forty-Nine Thousand Six Hundred Sixty and No/100 Dollars ($149,660.00) ("Arbor Fee"). The Arbor Fee is comprised of the following components:

Tree mitigation credits:	$133,500
Specimen tree removal:	$ 5,000
Arbor Permit:	$ 11,160

Developer agrees to pay the Arbor Fee components to the City at such time said payment of each component is required by the City Code.

(c) **Finished Floor Elevations.** The average finished floor elevations as depicted on the Final Engineering Plans are hereby deemed acceptable to the City and in compliance with the Town Center Code. The City acknowledges that the elevations vary depending on the building length and location and that some of the elevations are below and above the 24" requirement set forth in the Town Center Code. However, the City agrees that the overall average of the elevations complies with the intent and purpose of the Town Center Code requirement.

(d) **Balcony Restrictions.** The following covenant shall apply to all apartment balconies:

> Balconies shall be kept clean and tidy at all times by occupants of the units in order to avoid visual clutter and nuisances. No noxious or offensive activities shall be carried on upon any balcony. Draping towels, clothing and other items over

balcony rails; storing junk or other non-patio type items upon balconies; storing flammable and combustible liquids; and the use of heat producing appliances including outdoor cooking devices shall be prohibited. Outdoor patio tables and chairs, plants, and small household decorative patio items shall be permissible.

The aforesaid shall be considered a minimum covenant and nothing herein shall prohibit the Developer and any on-site management company or Owner's Association required by Paragraph 3 (g) of the Original Development Agreement from adopting a more stringent balcony covenant. Further, nothing herein is intended to restrict or limit the enforcement of any applicable City Code. The developer or any on-site management company or Owner's Association shall be required to notify all occupants of units of this and any other applicable balcony covenant in writing at the commencement of each unit occupancy and as often as necessary to ensure compliance. In addition, the Developer or any on-site management company or Owner's Association shall strictly enforce the aforementioned balcony covenant and shall be liable to the City for failure to adequately enforce the covenant.

(e) **Conveyance of Real Property.** In consideration for the City agreeing to the terms and conditions stated herein, the sufficiency of which are hereby acknowledged by the Developer, the Developer agrees to convey, free and clear of all encumbrances, liens and mortgages, approximately 2.2 acres, more or less, of real property generally depicted as "civic/public area" on Attachment "2", which is attached hereto and fully incorporated herein by this reference (Conveyance Property) to be used for municipal purposes pursuant to the Town Center Code. Within sixty (60) days from the effective date of this First Modification, the Developer shall provide the City with an acceptable legal description n of the Conveyance Property. The Developer recognizes and agrees that the southern boundary of the Conveyance Property, which shall be surveyed and legally described, shall also serve as the northern boundary of the future Tree Swallow Road depicted on the Final Engineering Plans. As such, the Developer shall ensure that the southern boundary of the Conveyance Property allows a sufficient amount of real property for the future Tree Swallow Road in accordance with the requirements of the City Code. Said conveyance shall occur by warranty deed within ninety (90) days from the date that the City receives the surveyed legal description required by this First Modification unless the closing time period is extended by mutual consent. The City Attorney will prepare the ordinary and customary closing documents required for the conveyance and the City will be responsible for all closing costs, except that the Developer shall be responsible for any costs related to clearing or remedying any defects of title or encumbrances deemed not reasonably acceptable to the City.

(f) **Decorative Regulatory Signage and Lighting.** Prior to the issuance of a certificate of completion and acceptance of the infrastructure, the Developer and the City shall enter into a separate Use and Maintenance Agreement outlining responsibilities related to the decorative street lights and signage required by the Final Engineering Plans, including, but not limited to, the cost differential between maintaining standard street lights and signs and the decorative street lighting and design requirements of the Town Center Plan. Said agreement shall substantially conform to the standard decorative street light and signage form agreement that was previously approved by the City Commission to be utilized on a citywide basis which shall be assignable and run with the land. The Developer acknowledges that if the subject Property is ever conveyed to a third party including, but not limited to, a condominium association, the Developer will assign the

Use and Maintenance Agreement to the third party for continuation of obligations related thereto which shall run with the land.

(g) **Number of Dwelling Units.** The approved Final Engineering Plans show 279 multi-family units. An additional four (4) multi-family units shall be permitted as part of the Initial Phase of development, subject to City staff review and approval, bringing the total number of multi-family units in the Initial Phase to 283. No additional multi-family units shall be permitted on the Property, and the terms "Commercial/Residential Mixed-Use" and "Residential/Multi-Use/Mixed-Use" are hereby deleted from the Concept Plan and replaced with "Commercial." A revised Concept Plan as set forth in Attachment "3" is hereby adopted and incorporated by reference herein.

(h) **Performance and Maintenance Security for Public Improvements.** The Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Infrastructure LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualifies engineer, to be financially sufficient to cover the cost of completion of all public infrastructure improvement within the Michael Blake Boulevard right-of-way, as required by the Final Engineering Plans, including, but not limited to, reconstructing portions of Michael Blake Boulevard, drainage facilities, sidewalks, water and sewer facilities and landscaping. The purpose of the Infrastructure LOC shall be to ensure that the Developer completes the construction and installation of the infrastructure in accordance with the requirements of the Final Engineering Plans. The Infrastructure LOC shall be delivered no later than the Developer commencing construction of the aforementioned public improvements. In addition, the Infrastructure LOC shall be maintained in good standing for the benefit of the City until the infrastructure is accepted by the City. Upon acceptance of the infrastructure by the City, the City shall promptly return the Infrastructure LOC to the Developer.

In addition, at such time the City accepts any and all of the public streets and infrastructure improvement associated with the Final Engineering Plans including, but not limited to, the improvements related to Michael Blake Boulevard, the Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Maintenance LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualified engineer to be financially sufficient to cover the cost of maintenance of the required and installed public streets and improvements for two (2) years after the date of the completion and acceptance by the City. In addition, the Maintenance LOC shall be maintained in good standing for the benefit of the City until it is released by the City, less any applicable deductions related to maintenance costs incurred by the City, promptly at such time the two year period expires. The City reserves the right to require separate Maintenance LOCs if the public infrastructure is completed and accepted by the City in phases, and, if so required, each acceptance shall be subject to its own two year maintenance term.

4. All other terms of the Original Development Agreement not modified by the provisions of this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the

date first above written.

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By: _____
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: _____

CITY SEAL

By: _____
Anthony Garganese, City Attorney for the City of Winter Springs, Florida

[Signature blocks continued on following page.]

Signed, sealed and delivered in the presence of the following witnesses:

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

By:_____
Print name:_____
Its President

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

DISTRICT OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by_____, as President of Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____as identification.

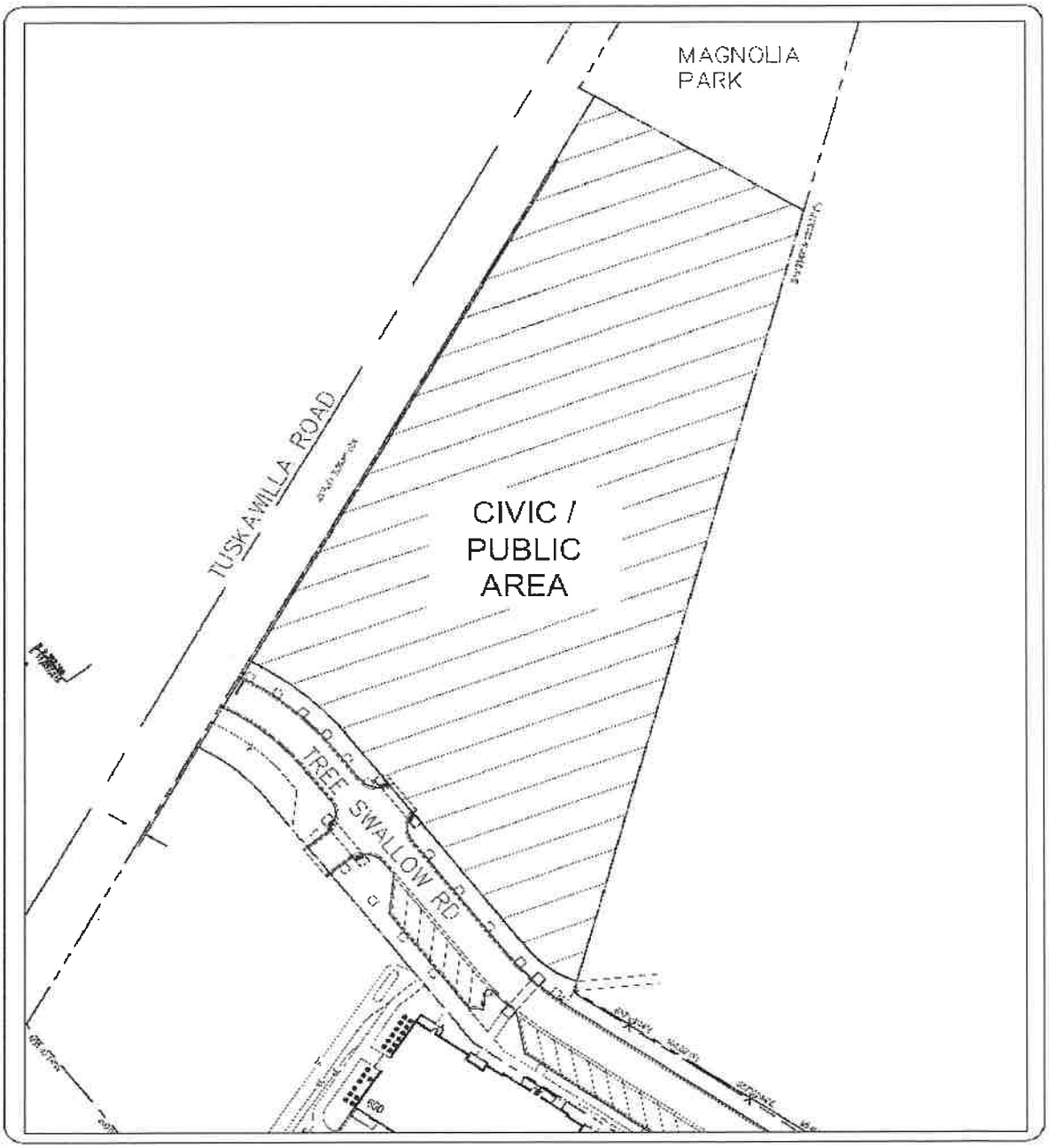
(NOTARY SEAL)

_____
(Notary Public Signature)

ATTACHMENT "1":
Final Engineering Plan Sheets

Winter Springs Apartments Plan Sheet No.		Revision Date	S/S Date
C1.0	COVER SHEET	11/19/15	11/19/15
C2.0	DEMOLITION PLAN	11/19/15	11/19/15
C3.0	SWPPP PHASE 1 PLAN	10/13/15	11/19/15
C4.0	SWPPP PHASE 2 PLAN	11/19/15	11/19/15
C5.0	SWPPP DETAILS & NOTES	10/13/15	11/19/15
C6.0	MASTER SITE LAYOUT PLAN	11/19/15	11/19/15
C6.1	ROUNDABOUT SIGNAGE AND DETAILS	10/13/15	11/19/15
C6.2	TRUCK ACCESS PLAN	11/19/15	11/19/15
C7.0	SITE PLAN – WEST	11/19/15	11/19/15
C8.0	SITE PLAN – EAST	11/19/15	11/19/15
C9.0	SITE PLAN – NORTH	11/19/15	11/19/15
C10.0	GRADING PLAN – WEST	11/19/15	11/19/15
C11.0	GRADING PLAN – EAST	11/19/15	11/19/15
C12.0	GRADING PLAN – NORTH	11/19/15	11/19/15
C13.0	MASTER UTILITY PLAN	10/13/15	11/19/15
C13.1	WATER SERVICES DETAIL PLAN	11/19/15	11/19/15
C14.0	UTILITY PLAN – WEST	11/19/15	11/19/15
C15.0	UTILITY PLAN – EAST	11/19/15	11/19/15
C16.0	UTILITY PLAN – NORTH	10/13/15	11/19/15
C17.0	PLAN AND PROFILE SHEET 1 – TREE SWALLOW ROAD	11/19/15	11/19/15
C18.0	PLAN AND PROFILE SHEET 2 – TREE SWALLOW ROAD	11/19/15	11/19/15
C19.0	PLAN AND PROFILE SHEET 3 – TREE SWALLOW ROAD	11/19/15	11/19/15
C20.0	PLAN AND PROFILE SHEET 1 – MICHAEL BLAKE BLVD.	11/19/15	11/19/15
C21.0	PLAN AND PROFILE SHEET 2 – MICHAEL BLAKE BLVD.	11/19/15	11/19/15
C22.0	PLAN AND PROFILE SHEET 1 – PERIMETER ROAD	11/19/15	11/19/15
C23.0	PLAN AND PROFILE SHEET 2 – PERIMETER ROAD	11/19/15	11/19/15
C24.0	PLAN AND PROFILE SHEET 3 – PERIMETER ROAD	11/19/15	11/19/15
C25.0	SWALE PLAN	11/19/15	11/19/15
C26.0	STORMWATER POND SHEET	11/19/15	11/19/15
C27.0	LIFT STATION DETAIL	10/13/15	11/19/15
C28.0	WATER DETAILS	11/19/15	11/19/15
C29.0	SANITARY SEWER DETAILS	10/13/15	11/19/15
C30.0	GENERAL SHEET DETAIL SHEET 1	11/19/15	11/19/15
C31.0	GENERAL SHEET DETAIL SHEET 2	10/13/15	11/19/15
C32.0	PERIMTER ROAD CONSTRUCTION MOT PLAN	11/19/15	11/19/15

ATTACHMENT "2":
Legal Description



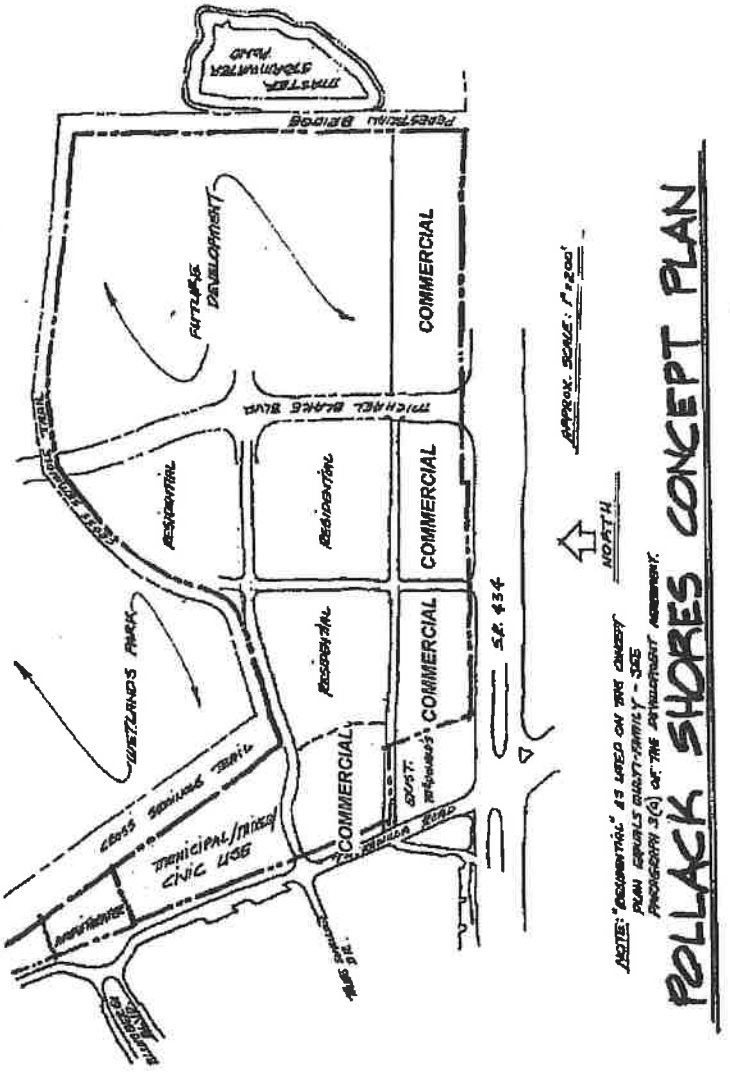
Small Business Enterprise 1979-2015 35 years
LOCHRANE Consulting Engineers Surveyors

WSTC PHASE II
CIVIC / PUBLIC AREA
WINTER SPRINGS APARTMENTS
WINTER SPRINGS HOLDINGS, INC.
WINTER SPRINGS, FL

JOB NO: 13034
DATE: 12/09/15
BY: FAP
SCALE: NTS

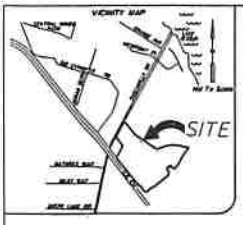
C:\Users\fporter\Documents\Drawing2.dwg — Dec 09, 2015 — 10:15am

Attachment "3": Revised Pollack Shores Concept Plan



WINTER SPRINGS APARTMENTS - A REPLAT

REPLATTING A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, P.B. 1, PG. 5, LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA



PLAT BOOK: 82 PAGE: 63

LEGAL DESCRIPTION:

A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2517, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E A DISTANCE OF 27.48 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID BASELINE RUN N30°04'56"E A DISTANCE OF 258.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), AS SHOWN ON SAID RIGHT OF WAY MAP, THENCE CONTINUE N30°04'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 55.62 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S38°43'16"E A DISTANCE OF 11.80 FEET FOR A POINT OF BEGINNING, SAID POINT BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THAT CERTAIN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 5540, PAGES 1286 THROUGH 1297, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N30°04'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE, SAID LINE BEING 11.00 FEET EAST OF AND PARALLEL TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD (FORMERLY KNOWN AS BRANTLEY AVENUE), A DISTANCE OF 272.85 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET AND A CHORD BEARING OF S50°42'35"E; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 24°28'18" A DISTANCE OF 78.16 FEET TO THE POINT OF TANGENCY; THENCE RUN S38°28'26"E A DISTANCE OF 175.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 68.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 32°37'09" A DISTANCE OF 38.71 FEET TO A POINT ON THE WESTERLY LINE OF THE C.S.X. TRANSPORTATION INCORPORATED "LAKE CHARM BRANCH" RAIL CORRIDOR; THENCE RUN S15°33'47"W ALONG SAID WESTERLY LINE A DISTANCE OF 6.39 FEET TO THE NORTHWEST CORNER OF RELEASE PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 3988, PAGE 1095; THENCE DEPARTING SAID WESTERLY LINE RUN S57°01'44"E ALONG THE NORTHERLY LINE OF SAID RELEASE PARCEL 2, AND THE SOUTHERLY LINE OF ACQUISITION PARCEL B (THE RAILS TO TRAILS CORRIDOR) AS DESCRIBED IN OFFICIAL RECORD BOOK 4092, PAGE 164, A DISTANCE OF 200.26 FEET; THENCE RUN S54°37'59"E A DISTANCE OF 147.17 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 85.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 61°16'51" A DISTANCE OF 90.91 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38°11'46" A DISTANCE OF 333.32 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°43'04"E A DISTANCE OF 156.46 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORD BOOK 7486, PAGE 138, SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1004.00 FEET AND A CHORD BEARING OF S35°04'24"W; THENCE, DEPARTING SAID SOUTHERLY LINE, RUN ALONG SAID WESTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°46'35" A DISTANCE OF 223.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 970.00 FEET AND A CHORD BEARING OF S32°50'33"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°18'53" A DISTANCE OF 140.76 FEET TO A NON-TANGENT LINE; THENCE RUN S43°03'39"W A DISTANCE OF 47.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S66°44'21"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°21'25" A DISTANCE OF 12.40 FEET TO THE POINT OF TANGENCY; THENCE RUN N89°34'56"W A DISTANCE OF 3.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF N66°19'46"W; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°30'20" A DISTANCE OF 12.18 FEET TO THE POINT OF TANGENCY; THENCE RUN N43°04'36"W A DISTANCE OF 65.05 FEET; THENCE RUN S51°16'44"W A DISTANCE OF 80.00 FEET; THENCE RUN S34°21'56"E A DISTANCE OF 65.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S14°57'42"E; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°48'28" A DISTANCE OF 10.16 FEET TO THE POINT OF TANGENCY; THENCE RUN S04°26'32"W A DISTANCE OF 27.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S24°39'22"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°25'40" A DISTANCE OF 10.58 FEET TO THE POINT OF TANGENCY; THENCE RUN S44°52'12"W A DISTANCE OF 44.79 FEET; THENCE RUN S51°16'44"W A DISTANCE OF 265.69 FEET; THENCE RUN S64°45'55"W A DISTANCE OF 42.88 FEET; THENCE RUN S51°16'44"W A DISTANCE OF 96.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF N83°15'04"W; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°56'23" A DISTANCE OF 39.68 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434 AND A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 7905.47 FEET AND A CHORD BEARING OF N38°15'04"W; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°56'23" A DISTANCE OF 129.67 FEET; THENCE RUN S51°16'44"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 14.00 FEET; THENCE RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 583.32 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2803, PAGE 643; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N30°04'56"E ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 220.00 FEET; THENCE RUN N38°43'16"W ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 188.20 FEET TO THE POINT OF BEGINNING.

WINTER SPRINGS APARTMENTS - A REPLAT

DEDICATION (LOTS 1, 2, 5 & 6, TRACT B)

KNOW BY ALL MEN THESE PRESENTS, that the limited partnership named below, being the owner in fee simple of the lands described in the foregoing caption of this plat, hereby dedicates said lands and plat for the uses and purposes herein expressed and dedicates Utility Easements and Roads (Tract B) for the perpetual use of the public for right-of-way purposes to the City of Winter Springs.

IN WITNESS WHEREOF, Winter Springs Apartments, LP, a Delaware limited partnership, has caused these presents to be signed and attested to by the officer named below on 2/9/18.

BY: CDP Winter Springs Developer, LLC, a Georgia limited liability company, its General Partner
BY: Catalyst Development Partners II, LLC, a Georgia limited liability company, its Manager
BY: Mark Mechlowitz, Manager

Mark Mechlowitz

Printed Name: Mark Mechlowitz Title: Manager

Signed and sealed in the presence of:

WITNESS: Kelsey Mayo WITNESS: Benjamin Field

Printed Name: Jessica Mayo Printed Name: Benjamin Field

STATE OF Georgia COUNTY OF Cobb

THIS IS TO CERTIFY, that on 02/09/18,

before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Mark Mechlowitz, as Manager of Catalyst Development Partners II, LLC, the Manager of CDP Winter Springs Developer, LLC, the General Partner of Winter Springs Apartments, LP, to me known to be the officer described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized, that said Dedication is the free act and deed of said limited partnership, on behalf of said limited partnership, personally known to me or produced as identification.

Karen Stroup

NOTARY PUBLIC
Print Name: KAREN STROUP
Commission No.:
My Commission Expires: 01/22/20

DEDICATION (LOTS 3, 4 & TRACT C)

KNOW BY ALL MEN THESE PRESENTS, that the limited liability company named below, being the owner in fee simple of the lands described in the foregoing caption of this plat, hereby dedicates said lands and plat for the uses and purposes herein expressed and dedicates utility easements and Roads (Tract C) for the perpetual use of the public for right-of-way purposes to the City of Winter Springs.

IN WITNESS WHEREOF, JDBS Winter Springs, LLC, a Florida limited liability company, has caused these presents to be signed and attested to by the officer named below on 2/15/2018.

BY: JD Winter Springs, LLC, a Florida limited liability company, its Manager
BY: Joseph DiGerlando, Manager

Printed Name: JOSEPH DiGERLANDO Title: MGR

Signed and sealed in the presence of:

WITNESS: Holly Sliz WITNESS: Dalia Calvo

Printed Name: Holly Sliz Printed Name: DALIA CALVO

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY, that on FEBRUARY 15, 2018,

before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Joseph DiGerlando, the Manager of JD Winter Springs, LLC, the Manager of JDBS Winter Springs, LLC, to me known to be the officer described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized, that said Dedication is the free act and deed of said limited partnership, on behalf of said limited partnership, personally known to me or produced as identification.

Joshua C. Hardcastle

NOTARY PUBLIC
Print Name: JOSHUA C HARDCASTLE
Commission No.: GG055965
My Commission Expires: 1/17/2021

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.

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on February 23, 2018 at 9:40 AM. File No. 2018020987

CLERK OF THE CIRCUIT COURT In and for Seminole County, Florida

Grant Maloy

By: _____ D.C.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on 23rd day of October, 2017, The Winter Springs City Commission approved the foregoing plat.

By: _____, Mayor
CHARLES LACEY

Attest: _____, City Clerk
Andrea Lorenzo-Luaces

CERTIFICATE OF SURVEYOR

I hereby certify that this is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision and that the survey data contained herein complies with all of the requirements of Chapter 177 of the Florida Statutes. I further certify that I have complied with the requirements of Chapter 177.091(7) regarding "permanent reference monuments," that the land is located within the City of Winter Springs, Seminole County, Florida, and that I am a professional surveyor and mapper pursuant to Section 177.061 of the Florida Statutes.

Christopher A. Laberge

Registered Surveyor

CHRISTOPHER A. LABERGE
Registration No. 6014
LOCHRANE ENGINEERING

Certificate of Authorization NO. 2856

201 SOUTH BUMBY AVE, ORLANDO, FLORIDA 32803

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

I hereby certify that I am a professional surveyor and mapper, either employed by or under contract with the City of Winter Springs, Florida, and I have reviewed the survey and plat for conformity to Chapter 177 of the Florida Statutes and I hereby certify that said survey and plat comply with the requirements of Chapter 177 of the Florida Statutes.

Timothy D. Mosbey

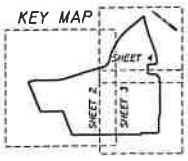
Professional Surveyor

TIMOTHY D. MOSBEY
Registration No. PSM 4732

Certificate of Authorization No. _____

2/22/2018

KEY MAP



SEE SHEET 4 OF 4 FOR SURVEYOR'S NOTES.

SHEET 1 OF 4

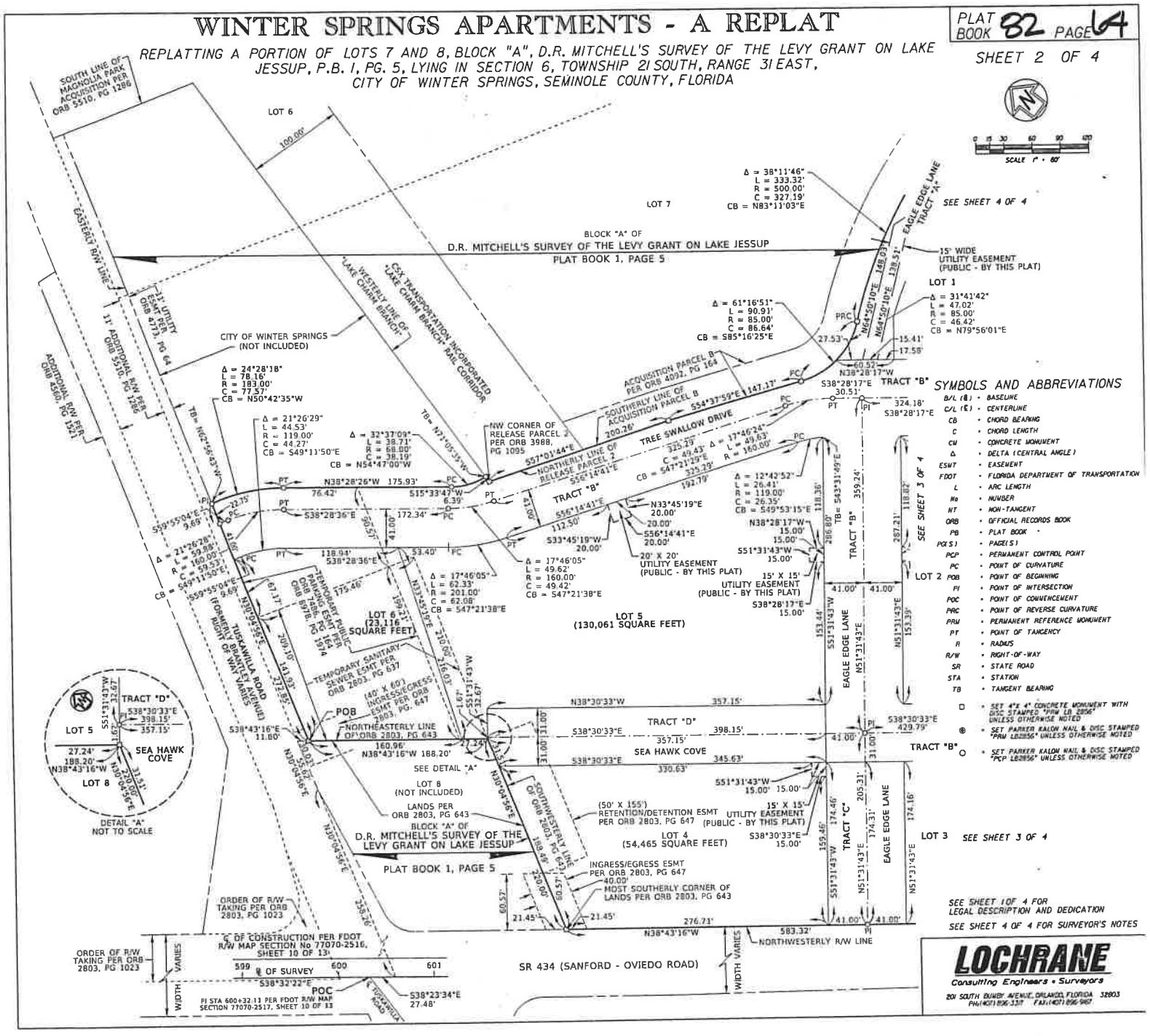
LOCHRANE
Consulting Engineers • Surveyors
201 SOUTH BUMBY AVENUE, ORLANDO, FLORIDA 32803
PH: (407) 896-3317 FAX: (407) 896-9467

WINTER SPRINGS APARTMENTS - A REPLAT

PLAT BOOK 82 PAGE 64

SHEET 2 OF 4

REPLATTING A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, P.B. 1, PG. 5, LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA



SYMBOLS AND ABBREVIATIONS

B/L (℄)	BASELINE
C/L (℄)	CENTERLINE
CB	CHORD BEARING
C	CHORD LENGTH
CM	CONCRETE MONUMENT
Δ	DELTA (CENTRAL ANGLE)
ESMT	EASEMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
L	ARC LENGTH
No	NUMBER
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PCP	PERMANENT CONTROL POINT
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
PI	POINT OF INTERSECTION
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RADIUS
R/W	RIGHT-OF-WAY
SR	STATE ROAD
STA	STATION
TB	TANGENT BEARING
□	SET 4"X 4" CONCRETE MONUMENT WITH DISC STAMPED "PRM LB 2856" UNLESS OTHERWISE NOTED
⊛	SET PARKER KALON NAIL & DISC STAMPED "PRM LB2856" UNLESS OTHERWISE NOTED
○	SET PARKER KALON NAIL & DISC STAMPED "PCP LB2856" UNLESS OTHERWISE NOTED

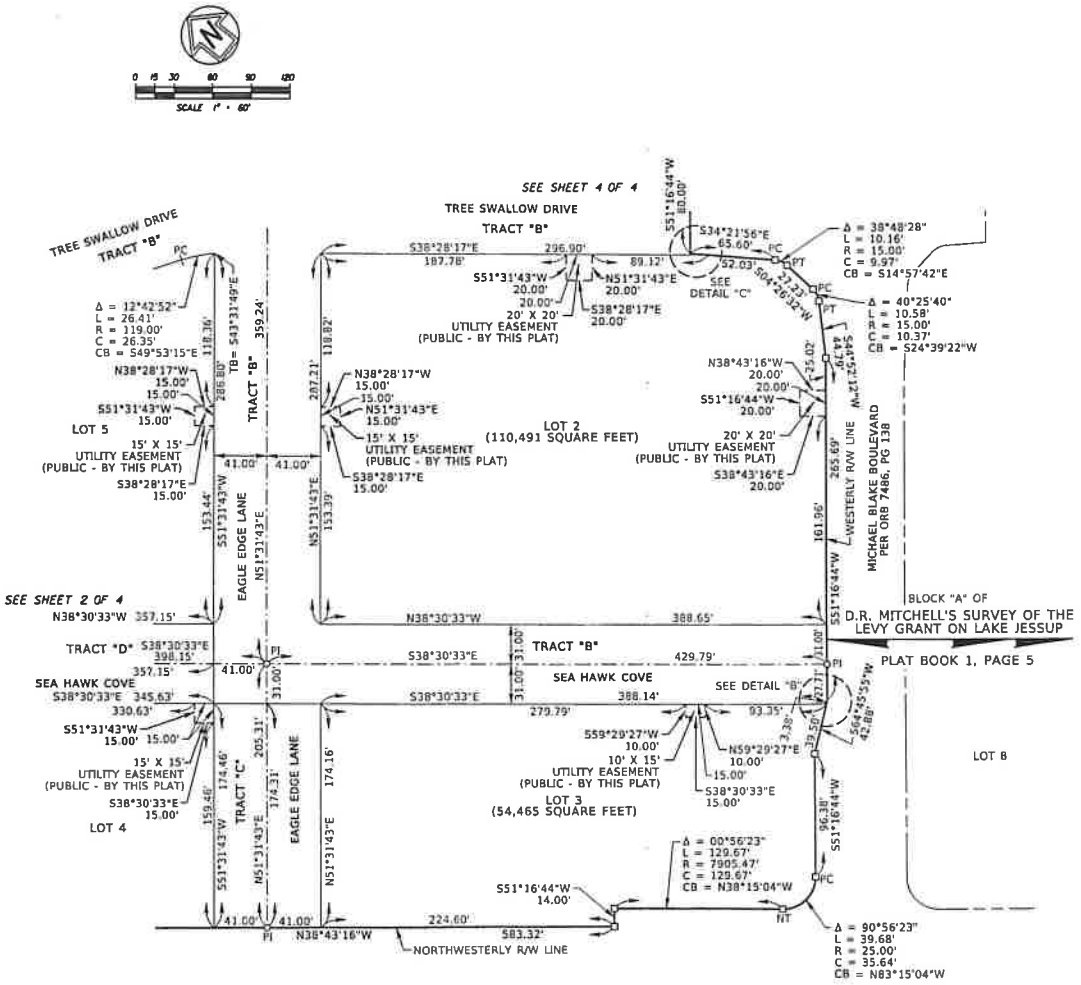
LOCHRANE
Consulting Engineers • Surveyors
201 SOUTH ORANGE AVENUE, ORLANDO, FLORIDA 32801
PH:(407) 896-3317 FAX:(407) 896-5967

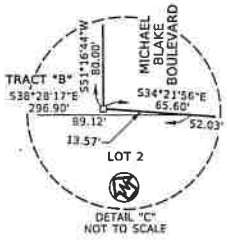
WINTER SPRINGS APARTMENTS - A REPLAT

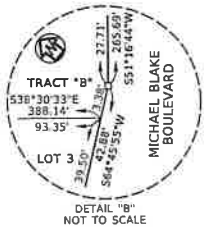
PLAT BOOK 82 PAGE 65

SHEET 3 OF 4

REPLATTING A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, P.B. 1, PG. 5, LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA







SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION AND DEDICATION
SEE SHEET 2 OF 4 FOR SYMBOLS AND ABBREVIATIONS
SEE SHEET 4 OF 4 FOR SURVEYOR'S NOTES

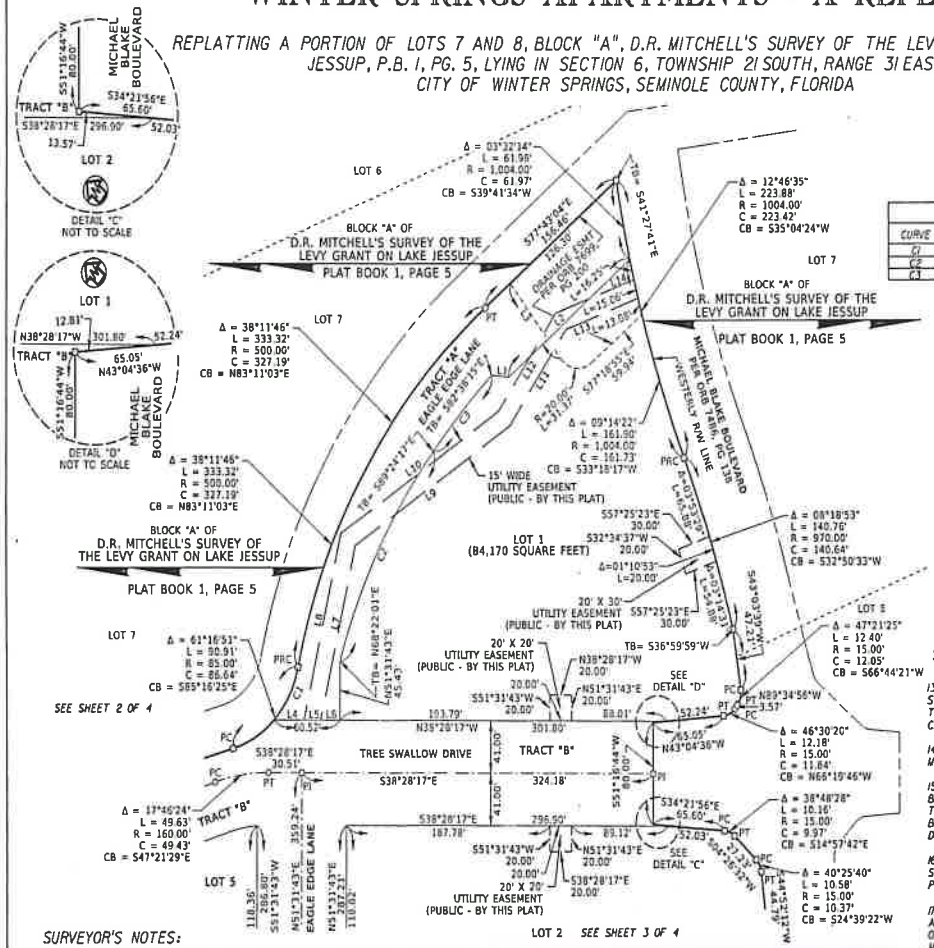
LOCHRANE
Consulting Engineers • Surveyors
801 SOUTH BUMBY AVENUE, ORLANDO, FLORIDA 32803
PH.(407) 896-3317 FAX.(407) 896-9857

WINTER SPRINGS APARTMENTS - A REPLAT

PLAT BOOK 82 PAGE 66

REPLATTING A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, P.B. 1, PG. 5, LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA

SHEET 4 OF 4





CURVE TABLE - THIS SHEET ONLY

CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	31°41'42"	47.02'	85.00'	46.42'	N73°56'13"E
C2	22°11'41"	185.05'	477.00'	183.90'	N72°28'52"E
C3	01°39'39"	19.80'	596.80'	19.74'	S85°28'05"E

LINE TABLE - THIS SHEET ONLY

COURSE	BEARING	DISTANCE
L1	S32°43'00"E	15.95'
L2	S27°59'01"E	144.83'
L3	S0°41'56"W	74.5'
L4	N38°28'17"W	69.43'
L5	N38°28'17"W	15.41'
L6	N38°28'17"W	17.58'
L7	N64°50'17"E	138.5'
L8	N64°50'17"E	148.03'
L9	S71°41'48"E	170.51'
L10	S71°41'48"E	171.52'
L11	N89°34'56"W	20.74'
L12	N89°34'56"W	63.42'
L13	S38°28'17"E	70.55'
L14	S58°58'43"E	77.08'

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE BASED ON THE CENTERLINE OF CONSTRUCTION OF WAY MAP FOR STATE ROAD No. 434, SECTION 77070-2546, SHEET 10 OF 13, AS N38°43'16"W.

2. SUBJECT TO AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1663, PAGE 34, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

3. SUBJECT TO RESTRICTIVE COVENANT RECORDED IN OFFICIAL RECORDS BOOK 2807, PAGE 461, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

4. SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS IN THIRD AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 6265, PAGE 934, BEING AN AMENDMENT TO LEASE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4539, PAGE 651, AS AFFECTED BY FIRST ADDENDUM TO MEMORANDUM OF LEASE RECORDED IN OFFICIAL RECORDS BOOK 4713, PAGE 1200, AS AFFECTED BY SECOND AMENDMENT TO MEMORANDUM OF LEASE RECORDED IN OFFICIAL RECORDS BOOK 5759, PAGE 833, AS AFFECTED BY FOURTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED IN OFFICIAL RECORDS BOOK 6265, PAGE 934, AS FURTHER AMENDED BY FOURTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED IN OFFICIAL RECORD BOOK 6265, PAGE 944, AS FURTHER AMENDED BY FIFTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED IN OFFICIAL RECORD BOOK 7962, PAGE 1505. ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

5. SUBJECT TO TOWN CENTER PHASE IIA SITE DEVELOPMENT PERMIT AGREEMENT RECORDED MAY 9, 2006 IN OFFICIAL RECORDS BOOK 6237, PAGE 628, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

6. SUBJECT TO FUTURE DEVELOPMENT COMMITMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7486, PAGE 146, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. FUTURE DRAINAGE EASEMENTS REFERRED TO WITHIN THIS DOCUMENT ARE NOT SPECIFICALLY DESCRIBED AND THEREFORE NOT PLOTTABLE.

7. SUBJECT TO DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8446, PAGE 1131, AS MODIFIED BY DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8852, PAGE 1179, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

8. SUBJECT TO TERMS, CONDITIONS AND OBLIGATIONS AS CONTAINED WITHIN THAT CERTAIN DEDICATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 8871, PAGE 98, AS AMENDED BY OFFICIAL RECORD BOOK 8964, PAGE 1579, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. EASEMENTS REFERRED TO WITHIN THIS DOCUMENT ARE NOT SPECIFICALLY DESCRIBED AND THEREFORE NOT PLOTTABLE.

9. SUBJECT TO NOTICE OF COMMENCEMENT BY WINTER SPRINGS APARTMENTS, LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED IN OFFICIAL RECORDS BOOK 8879, PAGE 189, AS AMENDED BY OFFICIAL RECORD BOOK 8974, PAGE 1665, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

10. SUBJECT TO RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, RECORDED IN OFFICIAL RECORDS BOOK 8937, PAGE 842, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

11. AREA SUMMARY: THE TOTAL SUBJECT PROPERTY CONTAINS 14.384 ACRES, MORE OR LESS.

12. 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 SERVICE 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 NOTE SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

SURVEYOR'S NOTES CONTINUED:

13. VEHICULAR ACCESS RIGHTS FROM ALL LOTS TO TUSKAWILLA ROAD, STATE ROAD 434 AND MICHAEL BLAKE BOULEVARD ARE DEDICATED TO THE CITY OF WINTER SPRINGS AND REGULATED BY THE APPROPRIATE CITY OR COUNTY AUTHORITY HAVING JURISDICTION.

14. TRACTS "A" AND "D" ARE PRIVATE ROADS, TO BE OWNED AND MAINTAINED BY WINTER SPRINGS APARTMENTS, LP.

15. D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, PLAT BOOK 1, PAGE 5, DOES NOT HAVE BOUNDARY DIMENSIONS, NOR REFERRED TO BY GEOMETRY IN HISTORICAL LEGAL DESCRIPTIONS, THEREFORE THE BOUNDARY LINES FOR LOTS 6 THROUGH 8 WERE ESTABLISHED BY SCALED DISTANCES USING THE PROPERTY APPRAISER'S MAP.

16. JOINDER AND CONSENT TO DEDICATION RECORDED BY SEPARATE INSTRUMENT, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

17. WINTER SPRINGS APARTMENTS, LP HEREBY GRANTS A NON-EXCLUSIVE AND PERPETUAL EASEMENT OVER TRACTS A AND D FOR THE PURPOSES OF INGRESS AND EGRESS TO ALL PRIVATE AND PUBLIC AGENCIES PROVIDING MAIL DELIVERY, UTILITY SERVICES, PUBLIC SAFETY SERVICES, AND GOVERNMENTAL SERVICES TO THE PLATTED PROPERTY; PROVIDED FURTHER THAT A NON-EXCLUSIVE EASEMENT OVER, UNDER, THROUGH, AND ACROSS TRACTS A AND D IS HEREBY DEDICATED TO ALL PUBLIC UTILITY PROVIDERS, FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, AND REPLACING THEIR RESPECTIVE UTILITY FACILITIES WHICH PROVIDE SERVICES TO THE PLATTED PROPERTY. PUBLIC UTILITY PROVIDERS SHALL NOTIFY THE AFFECTED PROPERTY OWNER(S) BEFORE PERFORMING UTILITY WORK IN TRACTS A AND D.

SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION AND DEDICATION
SEE SHEET 2 OF 4 FOR SYMBOLS AND ABBREVIATIONS

LOCHRANE
Consulting Engineers • Surveyors
801 SOUTH BUMBY AVENUE, ORLANDO, FLORIDA 32803
PH:(407) 896-3317 FAX:(407) 896-5867

Apt3

Prepared by and return to:
Eric R. Wilensky, Esq.
Nelson Mullins Riley & Scarborough, LLP
201 17th Street, Suite 1700

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 41-05476
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed as of the 1st day of ~~February~~ March, 2017, by **WINTER SPRINGS HOLDINGS, INC.**, a Delaware corporation ("**Grantor**"), whose address is c/o Difede Ramsdell Bender, PLLC, 900 Seventh Street NW, Suite 810, Washington, DC 20001, to and in favor of **WINTER SPRINGS APARTMENTS, LP**, a Delaware limited partnership ("**Grantee**"), whose address is c/o Catalyst Development Partners, LLC, 880 Glenwood Ave SE, Suite H, Atlanta, GA 30316.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents, does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Seminole County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Real Property**").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE SUBJECT, HOWEVER,** to the Permitted Title Exceptions listed on Exhibit B attached hereto and incorporated herein by this reference, the reference to which shall not operate to re-impose the same.

GRANTOR HEREBY COVENANTS with Grantee that the Grantor is lawfully seized of the Land in fee simple, that Grantor has good right and lawful authority to sell and convey the Land, and that Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, except as to claims arising under the Permitted Title Exceptions set forth on Exhibit B hereto.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

GRANT MALOY, CLERK OF CIRCUIT COURT SEMINOLE COUNTY FL
CLERK'S # 2017022300 BK 8871 Pgs 1604 - 1610; (7pgs) E-RECORDED 03/03/2017 09:49:54 AM
61.00 DEED DOC 35,000.00

Signed, sealed and delivered in the
in the presence of:

Name: JAMES DIFEDE

Name: JoAnn Bowen

WINTER SPRINGS HOLDINGS, INC.,
a Delaware corporation

By: CS Capital Management, Inc., a Georgia corporation, its authorized signatory

By: _____
Paul H. Saylor, CEO

STATE OF GEORGIA

COUNTY OF COBB

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of FEBRUARY, 2017, by Paul H. Saylor, as CEO of CS Capital Management, Inc., authorized signatory on behalf of Winter Springs Holdings, Inc., a Delaware corporation, who is (✓) personally known to me or ( ) who produced a driver's license as identification.

HEATHER ELAINE WINTERS
Notary Public, Georgia
Cobb County
My Commission Expires
February 09, 2019

{AFFIX NOTARY SEAL}

Name: Heather Elaine Winters
Notary Public
My Commission Expires: 02/09/2019

Exhibit "A"

Legal Description

The land referred to herein below is situated in the County of Seminole, State of Florida, and is described as follows:

Parcel 1:

A portion of Lots 7 and 8, Block "A", D.R. Mitchell's Survey of the Levy Grant on Lake Jessup, said lands lying in Section 31, Township 20 South, Range 31 East and Section 6, Township 21 South, Range 31 East, according to the plat thereof as recorded in Plat Book 1, Page 5, of the public records of Seminole County, Florida; less additional right of way as described in that certain Special Warranty Deed as recorded in Official Record Book 5510, Pages 1286 through 1297, being more particularly described as follows:

Commence at the intersection of State Road 434 and Tuskawilla Road (per Florida Department of Transportation right of way map, Section 77070-2517, Sheet 10 of 13, P.I. Station 600+32.11); thence run S38°23'34"E a distance of 27.48 feet along the baseline of survey as shown on said right of way map; thence departing said baseline run N30°04'56"E a distance of 258.26 feet to a point on the Easterly right of way line of Tuskawilla Road (formerly known as Brantley Avenue), as shown on said right of way map; thence continue N30°04'56"E along said Easterly right of way line, a distance of 55.62 feet; thence departing said Easterly right of way line run S38°43'16"E a distance of 11.80 feet, said point being a point on the Easterly right of way line of the aforementioned Special Warranty Deed, said point also being the point of beginning; thence continue S38°43'16"E along the Northeasterly line of those lands described in Official Record Book 2803, Page 643, a distance of 188.20 feet to the most Easterly corner of said property; thence run N30°04'56"E a distance of 289.64 feet; thence run N38°28'26"W a distance of 106.25 feet to a point of curvature of a tangent curve concave Southwesterly, having a radius of 183.00 feet; thence run along the arc of said curve through a central angle of 24°28'18" a distance of 79.16 feet to aforesaid Easterly right of way line; thence run S30°04'56"W along said Easterly right of way line, a distance of 272.85 feet to the point of beginning.

Parcel 2:

A portion of Lots 7 and 8, Block "A", D.R. Mitchell's Survey of the Levy Grant on Lake Jessup, said lands lying in Section 31, Township 20 South, Range 31 East and Section 6, Township 21 South, Range 31 East, according to the plat thereof as recorded in Plat Book 1, Page 5, public records of Seminole County, Florida being more particularly described as follows;

Commence at the intersection of State Road 434 and Tuskawilla Road (per Florida Department of Transportation Right of Way Map, Section 77070-2517, Sheet 10 of 13, P.I. Station 600+32.11); thence run S38°23'34"E a distance of 27.48 feet along the baseline of survey as shown on said right of way map; thence departing said baseline run N30°04'56"E a distance of 258.26 feet to a point on the Easterly right of way line of Tuskawilla Road (formerly known as Brantley Avenue), as shown on said right of way map; thence continue N30°04'56"E along said

Easterly right of way line, a distance of 55.62 feet; thence departing said Easterly right of way line run S38°43'16"E along the Northeasterly line of those lands described in Official Record Book 2805, Page 643, a distance of 200.00 feet to the most Easterly corner of said lands and the point of beginning; thence run N30°04'56"E a distance of 289.64 feet; thence run S38°28'26"E a distance of 69.68 feet to a point of curvature of a curve concave Northeasterly, having a radius of 68.00 feet; thence run along the arc of said curve through a central angle of 32°37'09" a distance of 38.71 feet to a point on the Westerly line of the C.S.X. Transportation Incorporated "Lake Charm Branch" Rail Corridor; thence run S15°33'47"W along said Westerly line a distance of 6.39 feet to the Northwest corner of release Parcel 2 as described in Official Record Book 3988, Page 1095; thence departing said Westerly line run S57°01'44"E along the Northerly line of said release Parcel 2, and the Southerly line of Acquisition Parcel B (the rails to trails corridor) as described in Official Record Book 4092, Page 164, a distance of 200.26 feet; thence run S54°37'59"E a distance of 147.17 feet to a point of curvature of a tangent curve concave Northerly, having a radius of 85.00 feet; thence run along the arc of said curve through a central angle of 61°16'51" a distance of 90.91 feet to the point of reverse curvature, said curve being concave Southerly, having a radius of 500.00 feet; thence run along the arc of said curve through a central angle of 38°11'46" a distance of 333.32 feet to the point of tangency; thence run S77°43'04"E a distance of 156.46 feet to a point on the Westerly right of way line of Michael Blake Boulevard as recorded in Official Records Book 7486, Page 138, said point lying on a non-tangent curve concave Southeasterly having a radius of 1004.00 feet and a chord bearing of S35°04'24"W; thence, departing said Southerly line, run along said Westerly right of way line of Michael Blake Boulevard the following courses and distances; run Southwesterly along the arc of said curve through a central angle of 12°46'35" a distance of 223.88 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 970.00 feet and a chord bearing of S32°50'33"W; thence run Southwesterly along the arc of said curve through a central angle of 08°18'53" a distance of 140.76 feet to a non-tangent line; thence run S43°03'39"W a distance of 47.21 feet to the point of curvature of a curve concave Northwesterly having a radius of 15.00 feet and a chord bearing of S66°44'21"W; thence run Southwesterly along the arc of said curve through a central angle of 47°21'25" a distance of 12.40 feet to the point of tangency; thence run N89°34'56"W a distance of 3.57 feet to the point of curvature of a curve concave Northeasterly having a radius of 15.00 feet and a chord bearing of N66°19'46"W; thence run Northwesterly along the arc of said curve through a central angle of 46°30'20" a distance of 12.18 feet to the point of tangency; thence run N43°04'36"W a distance of 65.05 feet; thence run S51°16'44"W a distance of 80.00 feet; thence run S34°21'56"E a distance of 65.60 feet to the point of curvature of a curve concave Westerly having a radius of 15.00 feet and a chord bearing of S14°57'42"E; thence run Southerly along the arc of said curve through a central angle of 38°48'28" a distance of 10.16 feet to the point of tangency; thence run S04°26'32"W a distance of 27.23 feet to the point of curvature of a curve concave Northwesterly having a radius of 15.00 feet and a chord bearing of S24°39'22"W; thence run Southwesterly along the arc of said curve through a central angle of 40°25'40" a distance of 10.58 feet to the point of tangency; thence run S44°52'12"W a distance of 44.79 feet; thence run S51°16'44"W a distance of 265.69 feet; thence run S64°45'55"W a distance of 3.38 feet; thence departing said Westerly right of way line run N38°30'33"W a distance of 815.77 feet to the most Southerly corner of aforesaid lands described in Official Record Book 2803, Page 643; thence run N30°04'56"E along the Southeasterly line of said property, a distance of 31.50 feet to the point of beginning.

Parcel 3:

Easement rights for the benefit of Parcels 1 and 2, arising under that certain Easement Agreement by and between Schrimsher Land Fund 1986-II, Ltd., a Florida limited partnership, Schrimsher Land Fund V, Ltd., a Florida limited partnership, Schrimsher Land Fund VI, Ltd., a Florida limited partnership and McDonald's Restaurants of Florida, Inc., a Florida corporation recorded July 27, 1994 in Book 2803, Page 647.

Parcel 4:

Easement rights for the benefit of Parcels 1 and 2, arising under that certain Declaration of Conditions, Covenants, Easements and Restrictions by and between Winter Springs Holdings, Inc., a Delaware corporation and Winter Springs Apartments, LP, a Delaware limited partnership, dated as of March 1st, 2017, recorded March 2nd, 2017 in Book 8871, Page 98.

Exhibit "B"

Permitted Exceptions

1. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.

2. Easement Agreement by and between Schrimsher Land Fund 1986-II, Ltd., a Florida limited partnership, Schrimsher Land Fund V, Ltd., a Florida limited partnership, Schrimsher Land Fund VI, Ltd., a Florida limited partnership and McDonald's Restaurants of Florida, Inc., a Florida corporation recorded July 27, 1994 in Book 2803, Page 647; as shown on Survey prepared by Lochrane Engineering, Inc., bearing the seal and certification of Christopher A. Laberge, P.S.M., Florida Registration No. 6014, dated January 23, 2017, last revised February 23, 2017, being Project No. 13034.13. **(As to Parcels 1, 2 and 3)**

3. Restriction as to the Nearby Property only, and no other restriction, as defined in and set forth in Paragraph 18.02(c) of the Third Amendment to Memorandum of Lease recorded in Book 6265, Page, 934, as evidenced by that certain Lease dated October 19, 2001, by and between Capital Green I, LLC, a Georgia limited liability company ("Landlord") and Publix Super Markets, Inc., a Florida corporation ("Tenant") as evidenced by that certain Memorandum of Lease recorded September 27, 2002 in Book 4539, Page 651; as amended by First Addendum to Memorandum of Lease recorded February 16, 2003 in Book 4713, Page 1200; further amended by Second Amendment to Memorandum of Lease recorded June 9, 2005 in Book 5759, Page 833; as further amended by Third Amendment to Memorandum of Lease May 30, 2006 in Book 6265, Page 934; as further amended by Fourth Amendment to Memorandum of Lease recorded May 30, 2006 in Book 6265, Page 944; as further amended by Fifth Amendment to Memorandum of Lease recorded February 11, 2013 in Book 7962, Page 1505. **(As to Parcels 1, 2 and 3)**

4. Public Underground Utility Easement by and between Schrimsher Land Fund 86-II, Ltd., a Florida limited partnership, Schrimsher Land Fund V, Ltd., a Florida limited partnership, Schrimsher Land Fund VI, Ltd., a Florida limited partnership and the City of Winter Springs, Florida, recorded April 8, 2003 in Book 4773, Page 64; as shown on Survey prepared by Lochrane Engineering, Inc., bearing the seal and certification of Christopher A. Laberge, P.S.M., Florida Registration No. 6014, dated January 23, 2017, last revised February 23, 2017, being Project No. 13034.13. **(As to Parcel 1)**

5. Obligations to design, permit, install and construct permanent Master Stormwater Retention Facilities only, as defined in and contained in Section 2.2 of that certain Future Development Commitment Agreement by and between Winter Springs Holdings Inc., a Delaware corporation and the City of Winter Springs Florida, recorded November 29, 2010 in Book 7486, Page 146. **(As to Parcels 1, 2 and 3)**

6. Temporary Public Parking Easement Agreement by and between Winter Springs Holdings Inc., a Delaware corporation and the City of Winter Springs Florida, recorded

November 29, 2010 in Book 7486, Page 164; as shown on Survey prepared by Lochrane Engineering, Inc., bearing the seal and certification of Christopher A. Laberge, P.S.M., Florida Registration No. 6014, dated January 23, 2017, last revised February 23, 2017, being Project No. 13034.13. **(As to Parcel 1 and 3)**

7. Temporary Public Drainage Easement by and between Winter Springs Holdings Inc., a Delaware corporation and the City of Winter Springs Florida, recorded January 18, 2012 in Book 7699, Page 200; as shown on Survey prepared by Lochrane Engineering, Inc., bearing the seal and certification of Christopher A. Laberge, P.S.M., Florida Registration No. 6014, dated January 23, 2017, last revised February 23, 2017, being Project No. 13034.13. **(As to Parcel 2)**

8. Development Agreement (Multi-Family/Mixed Use Apartment Project-S.R. 434), by and between the City of Winter Springs Florida and Winter Springs Holdings Inc., a Delaware corporation, recorded April 9,2015 in Book 8446, Page 1131; as modified by that certain First Modification of Development Agreement by and between the City of Winter Springs, a Florida municipal corporation and Winter Springs Holdings, Inc., a Delaware corporation, dated January 9, 2017, recorded January 31, 2017 in Book 8852, Page 1719. **(As to Parcels 1 and 2)**

Commercial

THIS INSTRUMENT PREPARED WITHOUT
OPINION OF TITLE BY, AND AFTER RECORDING
RETURN TO:

Eric R. Wilensky, Esq.
Nelson Mullins Riley & Scarborough, LLP
201 17th Street, Suite 1700
Atlanta, GA 30363

A portion of Tax Identification No.
26-20-30-5AR-0A00-007K

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed as of the 2nd day of July, 2018, by **WINTER SPRINGS HOLDINGS, INC.**, a Delaware corporation ("**Grantor**"), whose address is c/o Difede Ramsdell Bender, PLLC, 900 Seventh Street NW, Suite 810, Washington DC 20001, to and in favor of **TUSKAWILLA RETAIL PARTNERS II, LLC**, a Florida limited liability company, as Trustee under the WSR Trust Agreement dated July 2, 2018 ("**Grantee**"), whose address is c/o Catalyst Development Partners, LLC, 880 Glenwood Ave SE, Suite H, Atlanta, GA 30316.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents, does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Seminole County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Real Property**").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE SUBJECT, HOWEVER,** to the Permitted Title Exceptions listed on Exhibit B attached hereto and incorporated herein by this reference, the reference to which shall not operate to re-impose the same.

GRANTOR HEREBY COVENANTS with Grantee that the Grantor is lawfully seized of the Land in fee simple, that Grantor has good right and lawful authority to sell and convey the Land, and that Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, except as to claims arising under the Permitted Title Exceptions set forth on Exhibit B hereto.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

GRANT MALOY, CLERK OF CIRCUIT COURT SEMINOLE COUNTY FL
CLERK'S # 2018078435 BK 9168 Pgs 1498 - 1504; (7pgs) E-RECORDED 07/09/2018 02:01:58 PM
61.00 DEED DOC 7,840.00

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

Signed, sealed and delivered in the in the presence of:

Name: Dawn Lyon

Name: Jill Ward

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

By: CS Capital Management, Inc., a Georgia corporation, its authorized signatory

By: _____
Paul H. Saylor, CEO

STATE OF GEORGIA

COUNTY OF COBB

THE FOREGOING INSTRUMENT was acknowledged before me this 27th day of June, 2018, by Paul H. Saylor, as CEO of CS Capital Management, Inc., authorized signatory on behalf of Winter Springs Holdings, Inc., a Delaware corporation, who is (X) personally known to me or ( ) who produced a driver's license as identification.

Name: Heather Elaine Winters
Notary Public
My Commission Expires: 02/09/19

{AFFIX NOTARY SEAL}

HEATHER ELAINE WINTERS
Notary Public, Georgia
Cobb County
My Commission Expires
February 09, 2019

Exhibit "A"
Legal Description

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP FOR THE POINT OF BEGINNING, SAID POINT ALSO LYING UPON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 7486, PAGE 138, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, FOR A POINT OF BEGINNING; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: RUN N24°10'06"W A DISTANCE OF 48.66 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 246.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; AND A CHORD BEARING OF N06°16'44"E, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN N51°16'44"E A DISTANCE OF 389.87 FEET; THENCE RUN N53°37'06"E A DISTANCE OF 71.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF N74°09'35"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°04'59" A DISTANCE OF 10.76

FEET TO THE POINT OF TANGENCY; THENCE RUN S85°17'55"E A DISTANCE OF 22.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S64°11'16"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'19" A DISTANCE OF 11.05 FEET TO THE POINT OF TANGENCY; THENCE RUN S43°04'36"E A DISTANCE OF 31.18 FEET; THENCE RUN N51°24'49"E A DISTANCE OF 1.88 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S38°21'49"E A DISTANCE OF 606.04 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE RUN S50°31'58"W ALONG SAID NORTHWESTERLY BOUNDARY LINE A DISTANCE OF 529.43 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 357.65 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 8.107 ACRES MORE OR LESS.

Exhibit "B"
Permitted Exceptions

1. Real Property Taxes and assessments for the year 2018 under Seminole County Tax I.D. No. 26-20-30-5AR-0A00-007K and subsequent years, which are not yet due and payable.

2. Restriction as to the Nearby Property only, and no other restriction, as defined in and set forth in Paragraph 18.02(c) of the Third Amendment to Memorandum of Lease recorded in Book 6265, Page, 934, as evidenced by that certain Lease dated October 19, 2001, by and between Capital Green I, LLC, a Georgia limited liability company ("Landlord") and Publix Super Markets, Inc., a Florida corporation ("Tenant") as evidenced by that certain Memorandum of Lease recorded September 27, 2002 in Book 4539, Page 651; as amended by First Addendum to Memorandum of Lease recorded February 16, 2003 in Book 4713, Page 1200; further amended by Second Amendment to Memorandum of Lease recorded June 9, 2005 in Book 5759, Page 833; as further amended by Third Amendment to Memorandum of Lease May 30, 2006 in Book 6265, Page 934; as further amended by Fourth Amendment to Memorandum of Lease recorded May 30, 2006 in Book 6265, Page 944; as further amended by Fifth Amendment to Memorandum of Lease recorded February 11, 2013 in Book 7962, Page 1505.

3. Future Development Commitment Agreement by and between Winter Springs Holdings Inc., a Delaware corporation and the City of Winter Springs Florida recorded November 29, 2010 in Book 7486, Page 146.

4. Utility Easement Agreement by and between Winter Springs Holdings Inc., a Delaware corporation and the City of Winter Springs Florida, a Florida municipal corporation recorded November 29, 2010 in Book 7486, Page 155.

5. Development Agreement (Multi-Family/Mixed Use Apartment Project – S.R. 434), by and between the City of Winter Springs Florida and Winter Springs Holdings Inc., a Delaware corporation, recorded April 9, 2015 in Book 8446, Page 1131; as modified by that certain First Modifiation of Development Agreement by and between the City of Winter Springs, a Florida municipal corporation and Winter Springs Holdings, Inc., a Delaware corporation, dated January 9, 2017, recorded January 31, 2017 in Book 8852, Page 1719.

6. Declaration of Conditions, Covenants, Easements and Restrictions by and between Winter Springs Holdings, Inc., a Delaware limited liabilty company and Winter Springs Apartments, LP, a Delaware limited partnership, dated as of March 1, 2017, recorded March 3, 2017 in Book 8871, Page 98; as amended by that certain First Amendment to Declaration of Conditions, Covenants, Easements and Restrictions by and between Winter Springs Holdings, Inc., a Delaware corporation, Tuskawilla Retail Partners, LLC, a Florida limited liability company and Winter Springs Apartments, LP, a Delaware limited liability partnership, dated as of July 31, 2017, recorded August 3, 2017 in Official Records Book 8964, Page 1579.

7. Those matters as disclosed by that certain survey entitled "ALTA-NSPS Land Title Survey Boundary Survey Parcel 5", Certified to Tuskawilla Retail Partners, LLC, a Florida limited liability company; First American Title Insurance Company; Nelson Mullins Riley & Scarborough, LLP; prepared by Lochrane Engineering, Inc., bearing the seal and certification of Christopher A. Laberge, P.S.M., Florida Registration No. 6014, dated July 30, 2017, being Project No. 13034.13.

GARGANESE, WEISS & D'AGRESTA, P.A.
Attorneys at Law

111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

Anthony A. Garganese
Board Certified City, County & Local Government

agarganese@orlandolaw.net

December 17, 2015

UPS 2nd Day Air Tracking # 1Z6Y85450297714313

Brian Love
Whitaker Capital, Inc.
3525 Piedmont Road
Atlanta, GA 30305

Re: City of Winter Springs – Pollock Shores Development

Dear Brian:

As you know, the City Commission approved the First Modification to the Developer's Agreement on December 14, 2015. Enclosed is an original agreement for execution by Winter Springs Holdings, Inc. Please have the document properly executed before two witnesses and a notary and return the original to me. Upon receipt, I will attach the City's executed signature page and record the document in the Official Records of Seminole County, Florida. Once I receive a recorded copy back from recording, I will forward you a fully executed document for your records. Please keep in mind that the City requires that this document be promptly returned in order to avoid any disruptions in future permitting related to the project.

If you have any questions, please call me.

Anthony A. Garganese
City Attorney

Cc: Randy Stephenson (via email)
AAG/ki
Enclosures

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Anthony Garganese
City Attorney of Winter Springs
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS FIRST MODIFICATION OF DEVELOPMENT AGREEMENT (the "First Modification") is made and executed this _____ day of _____, 2015 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..**, a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in that certain Development Agreement, dated March 10, 2015, and recorded in the Official Records of Seminole County, Florida at Official Record Book 8446, Pages 1131-1144 ("Original Development Agreement"); and

WHEREAS, the Developer and the City desire to modify the Original Development Agreement in conjunction with the approval of the final engineering plans by the City Commission pursuant to the terms and conditions stated herein in order to address several additional issues related to the future development of the Property; and

WHEREAS, on December 14, 2015, in conjunction with the approval of this First Modification, the City Commission approved the final engineering plans submitted by the Developer for the construction of 279 standalone apartment dwelling units. A copy of said final engineering plans are on file at the City of Winter Springs City Hall ("Final Engineering Plans"); and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the new definitions created in the parentheticals for the terms "First Modification," "Final Engineering Plans," and "Original Development Agreement."

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b)(2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this First Modification, the Developer and the City hereby agree as follows:

(a) **Improvements to the City Collector Road System.** The Final Engineering Plans depict improvements to Michael Blake Boulevard from S.R. 434 to the Cross-Seminole Trail, and Tree Swallow Drive from Tuskawilla Road to Michael Blake Boulevard. Both Michael Blake Boulevard and Tree Swallow Drive are City Collector Roads and are therefore eligible for Transportation Impact Fee Credits. Developer hereby agrees to construct Michael Blake Boulevard and Tree Swallow Drive, at its expense and as depicted on the approved Final Engineering Plans, in exchange for an award from the City of Winter Springs transportation impact fee credits in a maximum amount of Six Hundred Twenty Thousand Four Hundred Thirty Seven and 41/Dollars ($620,437.41) (the "Approved Transportation Impact Fee Credit"). The costs eligible for the Transportation Impact Fee Credit shall consist solely of the Developer's actual construction costs for roadway, stormwater, landscape, and hardscape improvements within the right-of-way for Michael Blake Boulevard and Tree Swallow Drive, plus construction of the S.R. 434 westbound right-turn deceleration lane at Michael Blake Boulevard. All construction expenditures eligible for transportation impact fee credits shall be subject to approval by the City Engineer in advance of construction, with such approval not being unreasonably withheld or delayed. Any construction costs over the Approved Transportation Impact Fee Credit shall be the Developer's sole responsibility. Developer agrees to complete construction of Michael Blake Boulevard and Tree Swallow Drive and have the City accept construction thereof, prior to the first certificate of occupancy being issued by the City for any apartment building. Prior to final acceptance, Developer shall provide the City with copies of all applicable invoices, receipts, proof of payments, lien releases, warranties, maintenance letters of credit, and all documentation necessary for the City Engineer's approval of the final amount of the Transportation Impact Fee Credit. The City shall not be responsible or liable for providing any transportation impact fee credit which cannot be properly and reasonably documented in writing.

(b) **Adjusted City Arbor Fee.** The City hereby agrees that the adjusted City arbor fee due the City related to the approval of the Final Engineering Plans shall be Two Hundred Seventy-Five Thousand Seven Hundred Fifty and No/100 Dollars ($275,750.00)

("Arbor Fee"). The Arbor Fee was determined based on the area subject to the Final Engineering Plans (279 apartment units and related streets) and the previous tree removals by the Developer that occurred within the area east of Michael Blake Boulevard, lying south of the Cross-Seminole Trail, under a permit issued by the Army Corp of Engineers ("Arbor Fee Area"). The Arbor Fee may be reduced if the Developer actually installs additional trees within the Arbor Fee Area in excess of the amount of trees required by the landscape plans approved by the City Commission in conjunction with the Final Engineering Plans. The reduction shall be based on the value of the trees installed, as determined by the City, and shall only be allowed for trees that qualify for tree replacement credits under the City Code. Developer agrees to pay the Arbor Fee to the City at such time said payment is required by the City Code. The Developer acknowledges and agrees that additional arbor fees may be required by the City Code for future development phases on the Property.

(c) **Finished Floor Elevations.** The average finished floor elevations as depicted on the Final Engineering Plans are hereby deemed acceptable to the City and in compliance with the Town Center Code. The City acknowledges that the elevations vary depending on the building length and location and that some of the elevations are below and above the 24" requirement set forth in the Town Center Code. However, the City agrees that the overall average of the elevations complies with the intent and purpose of the Town Center Code requirement.

(d) **Balconies Restrictions.** The following covenant shall apply to all apartment balconies:

> Balconies shall be kept clean and tidy at all times by occupants of the units in order to avoid visual clutter and nuisances. No noxious or offensive activities shall be carried on upon any balcony. Draping towels, clothing and other items over balcony rails; storing junk or other non-patio type items upon balconies; storing flammable and combustible liquids; and the use of heat producing appliances including outdoor cooking devices shall be prohibited. Outdoor patio tables and chairs, plants, and small household decorative patio items shall be permissible.

The aforesaid shall be considered a minimum covenant and nothing herein shall prohibit the Developer and any on-site management company or Owner's Association required by Paragraph 3(g) of the Original Development Agreement from adopting a more stringent balcony covenant. Further, nothing herein is intended to restrict or limit the enforcement of any applicable City Code. The Developer and any on-site management company or Owner's Association shall be required to notify all occupants of units of this and any other applicable balcony covenant in writing at the commencement of each unit occupancy and as often as necessary to ensure compliance. In addition, the Developer and any on-site management company or Owner's Association shall strictly enforce the aforementioned balcony covenant and shall be liable to the City for failure to adequately enforce the covenant.

(e) **Conveyance of Real Property.** In consideration for the City agreeing to the terms and conditions stated herein, the sufficiency of which are hereby

acknowledged by the Developer, the Developer agrees to convey, free and clear of all encumbrances, liens and mortgages, approximately 2.2 acres, more or less, of real property generally depicted as "civic/public area" on **Attachment "1,"** which is attached hereto and fully incorporated herein by this reference ("Conveyance Property").. Within sixty (60) days from the effective date of this First Modification, the Developer shall provide the City with an acceptable legal description of the Conveyance Property. The Developer recognizes and agrees that the southern boundary of Conveyance Property, which shall be surveyed and legally described, shall also serve as the northern boundary of the future Tree Swallow Road depicted on the Final Engineering Plans. As such, the Developer shall ensure that the southern boundary of the Conveyance Property allows a sufficient amount of real property for the future Tree Swallow Road in accordance with the requirements of the City Code. Said conveyance shall occur by warranty deed within ninety (90) days from the date that the City receives the surveyed legal description required by this First Modification unless the closing time period is extended by mutual consent. The City Attorney will prepare the ordinary and customary closing documents required for the conveyance and the City will be responsible for all closing costs, except that the Developer shall be responsible for any costs related to clearing or remedying any defects of title or encumbrances deemed not reasonably acceptable to the City.

(f) **Decorative Regulatory Signage And Lighting.** Prior to issuance of certificate of completion and acceptance of the infrastructure, the Developer and the City shall enter into a separate Use and Maintenance Agreement outlining responsibilities related to the decorative street lights and signage required by the Final Engineering Plans, including but not limited to, the cost differential between maintaining standard street lights and signs and the decorative street lighting and design requirements of the Town Center Plan. Said agreement shall substantially conform to the standard decorative street light and signage form agreement that was previously approved by the City Commission to be utilized on a citywide basis which shall be assignable and run with the land. The Developer acknowledges that if the subject Property is ever conveyed to a third party including, but not limited to, a condominium association, the Developer will assign the Use and Maintenance Agreement to the third party for continuation of obligations related thereto which shall run with the land.

(g) **Remaining Dwelling Units Permitted in Initial Phases**. In accordance with Paragraph 3(a) of the Original Development Agreement, the remaining number of dwelling units permitted in the Initial Phase of the development project shall be twenty-one (21) dwelling units [300 maximum – 279 approved by Final Engineering Plans = 21 remaining units]. The remaining units, if constructed by the Developer, shall be incorporated into the area denoted "Commercial/Residential Mixed Use" on the Concept Plan.

(h) **Performance and Maintenance Security For Public Improvements.** The Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Infrastructure LOC") in a dollar amount reasonably determined by the City, based on an estimate of a duly qualified engineer, to be financially sufficient to cover the cost of completion of the all public infrastructure improvements within the Michael Blake Boulevard right-of-way, as required by the Final Engineering Plans, including, but not limited to, reconstructing portions of Michael Blake Boulevard, drainage facilities, sidewalks, water and sewer facilities and landscaping. The purpose of the Infrastructure LOC shall be to ensure that

Developer completes the construction and installation of the infrastructure in accordance with the requirements of the Final Engineering Plans. The Infrastructure LOC shall be delivered no later than the Developer commencing construction of the aforementioned public improvements. In addition, the Infrastructure LOC shall be maintained in good standing for the benefit of the City until the infrastructure is accepted by the City. Upon acceptance of the infrastructure by the City, the City shall promptly return the Infrastructure LOC to the Developer.

In addition, at such time the City accepts any and all of the public streets and infrastructure improvements associated with the Final Engineering Plans including, but not limited to the improvements related to Michael Blake Boulevard, the Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Maintenance LOC") in a dollar amount reasonably determined by the City, based on an estimate of a duly qualified engineer to be financially sufficient to cover the cost of maintenance of required and installed public streets and improvements for two (2) years after the date of the completion and acceptance by the City. In addition, the Maintenance LOC shall be maintained in good standing for the benefit of the City until it is released by the City, less any applicable deductions related to maintenance costs incurred by the City, promptly at such time the two year period expires. The reserves the right to require separate Maintenance LOCs if public infrastructure is completed and accepted by the City in phases, and if so required, each acceptance shall be subject to its own two year maintenance term.

4. All other terms of the Original Development Agreement not modified by the provisions of this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[Signature pages to follow]

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By:_____
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: _____

CITY SEAL

By: _____
Anthony Garganese, City Attorney for
the City of Winter Springs, Florida

Signed, sealed and delivered in the presence of the following witnesses:

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

By:_____
Print name:_____
Its President

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

DISTRICT OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as President of Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

(NOTARY SEAL)

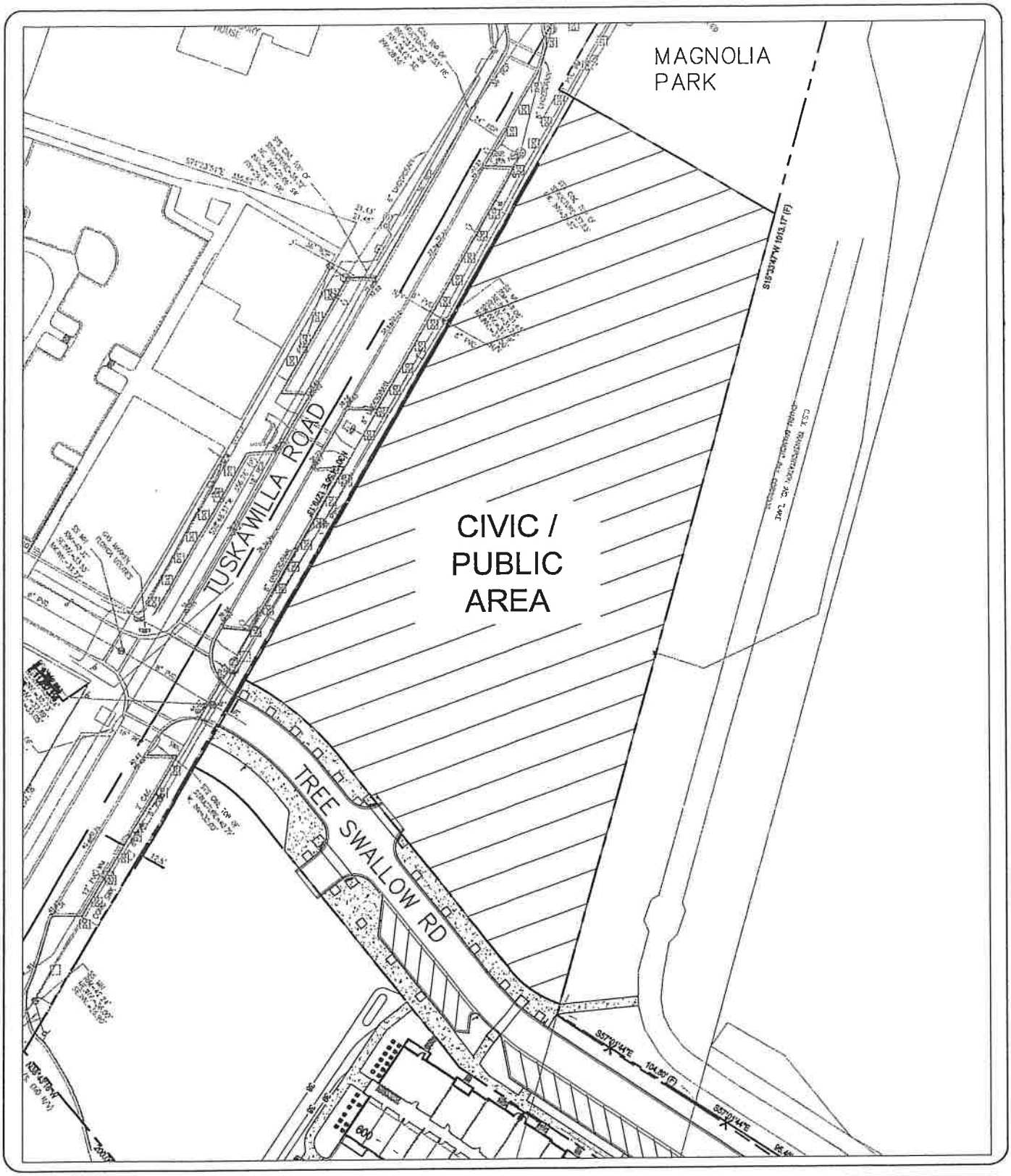
_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

ATTACHMENT "1"

Depiction of Conveyance Property

ATTACHMENT 1



Small Business Enterprise 1979-2015
LOCHRANE Consulting Engineers Surveyors
vision • service • dedication 36 years
201 SOUTH BUMBY AVENUE - ORLANDO, FL 32803
PH: (407) 896.3317 | FAX: (407) 896.0167 | WWW.LOCHRANE.COM
CERTIFICATE OF AUTHORIZATION # 00002850

WSTC PHASE II
CIVIC / PUBLIC AREA
WINTER SPRINGS APARTMENTS
WINTER SPRINGS HOLDINGS, INC.
WINTER SPRINGS, FL

JOB NO: 13034
DATE: 12/09/15
BY: FAP
SCALE: NTS

C:\Users\fporter\Documents\Drawing2.dwg – Dec 09, 2015 – 10:18am

Anthony A. Garganese

From: Randy Stevenson <rstevenson@winterspringsfl.org>
Sent: Friday, December 04, 2015 4:29 PM
To: Anthony A. Garganese
Cc: Shawn Boyle; Amanda Webb; Bobby Howell; Brian Fields; Kip Lockcuff
Subject: Pollack Shores arbor details

Anthony,

As we discussed this morning, the following summarizes the City's current position on the arbor fees for the Pollack Shores project. Brian Fields will respond via a separate email on the transportation impact fees.

Arbor fees:

Original estimate of arbor fees based on the tree survey provided by the applicant: 170 trees/acre X 6.45 acres = 1,097 trees in the project area (average tree size on site equates to 2 replacement credits for each tree) or 2,194 replacement credits

Replacement credits from the ACOE work on the east side of MB Blvd.: 213 replacement credits

Total replacement credits and arbor fees due: 2,194 + 213 = 2407 ($250) = **$601,750**

Adjustment #1

The tree list from the survey was reviewed and all camphor trees, laurel oaks, and dead trees were removed from the list, resulting in a new total of 160 trees/acre

160 trees/acre X 6.45 acres = 1032 trees (times 2 = 2,064 replacement credits)

2,064 + 213 (from the ACOE work) = 2,277 replacement credits ($250) = **$569,250**

Adjustment #2

Utilizing an aerial photograph, the area of the site covered in tree canopy was estimated to be 79% of the total 6.45 acre property

6.45 acres (.79) = 5.1 acres

5.1 acres X 160 trees/acre = 815 replacement credits (time 2 = 1,630 replacement credits)

1,630 + 213 (from ACOE work) = 1,843 replacement credits ($250) = **$460,750**

Adjustment #3

Credits for trees to be planted on site as part of the project landscape plan: 740 tree replacement credits

1,843 – 740 = 1,103 replacement credits ($250) = **$275,750 final number**

Anthony,

This is different than the $222,500 final number we discussed this morning because I forgot to add the 213 replacement credits for the ACOE work back into the final number.

Also, we need to add language to the DA that addresses the average finished floor elevation of the buildings. Much like the RiZE, the longer buildings contained in Pollack Shores meet the 24 " above grade for the finished floor based upon an average and staff has determined that the final engineering plans contain the finished floor elevations to meet this requirement. We need to add the following language to the Pollack Shores DA to memorialize this methodology. I would suggest the following language:

The finished floor elevations as depicted on the final engineering plans vary depending on the building length and location but are considered to be in compliance with the Town Center Code requirement that residential finished floor elevations be 24" above the surrounding grade. While some finished floor elevations are below the 24" requirement, others area well above this requirement and the average of these elevations meets the 24" requirement.

Randy Stevenson, ASLA, AICP

Community Development Director

City of Winter Springs

1126 East SR 434

Winter Springs, FL 32708

(407) 327-5970

Cell (321) 698-6568

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Anthony Garganese

From: ksmith@winterspringsfl.org
Sent: Wednesday, November 02, 2016 10:06 AM
To: rstevenson@winterspringsfl.org
Subject: RE: Winter Springs Town Center Parcels

10-4. Thx.

Kevin L. Smith
City Manager
City of Winter Springs
407-327-5957
ksmith@winterspringsfl.org

From: Randy Stevenson
Sent: Wednesday, November 02, 2016 9:48 AM
To: Kevin Smith
Subject: FW: Winter Springs Town Center Parcels

FYI

Randy Stevenson, ASLA, AICP
Community Development Director
City of Winter Springs
1126 East SR 434
Winter Springs, FL 32708
(407) 327-5970
Cell (321) 698-6568

From: Paul Saylor [mailto:psaylor@cscapitalinc.com]
Sent: Tuesday, November 01, 2016 2:29 PM
To: Randy Stevenson
Subject: Winter Springs Town Center Parcels

I am writing to keep you updated on our efforts to sell the land. We are under contract with Catalyst Development Partners to acquire the multifamily site. Their initial deposit has been paid into escrow and they are in the due diligence period.

Regarding the Development Agreement with the City, it is the parties' intention to have this executed by Catalyst, which they will do upon expiration of the due diligence period. This period may end before or slightly after December 31. I know you are concerned about having the Development Agreement unsigned and we will do our best to move things along as quickly as possible.

Regarding the small commercial parcels on either side of the McDonald's, Catalyst and a partner have provided us a non-binding letter of intent to acquire the parcels at acceptable pricing. Once we have our client's full approval to proceed, we intend to enter into a contract for these two parcels (an intention we believe has benefitted from your existing relationship with Catalyst).

Regarding the larger (+/- 16.5 acres) commercial parcel, Meritage Homes has come back to us with a reduced price due (in their opinion) to their inability to obtain their desired density. We have informed Meritage we are not agreeable to the lower price and do not wish, at this time, to continue to pursue a transaction on this parcel. It is our belief the value of this land will be increased by development activity on the apartment site and the two smaller commercial parcels.

Please get in touch with any questions. We will keep you updated.

Paul H. Saylor
CS Capital Management, Inc.

Anthony A. Garganese

From: Randy Stevenson <rstevenson@winterspringsfl.org>
Sent: Tuesday, November 8, 2016 2:24 PM
To: Anthony A. Garganese
Subject: Development agreements

Anthony,

Please call at your convenience as I need to speak to you regarding the DAs for Pollack Shores (Catalyst) and ICI. WE are preparing changes to these DAs for consideration by the Commission on December 12th. Thanks,

Randy Stevenson, ASLA, AICP
Community Development Director
City of Winter Springs
1126 East SR 434
Winter Springs, FL 32708
(407) 327-5970
Cell (321) 698-6568

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Anthony Garganese

From: rstevenson@winterspringsfl.org
Sent: Tuesday, November 08, 2016 3:04 PM
To: bfields@winterspringsfl.org
Subject: First Modification of Pollack Shores Development Agreement final
Attachments: First Modification of PollackShores Development Agreement final.docx

Brian,

Here is the Catalyst DA with "Attachment 1". Thanks,

Randy Stevenson, ASLA, AICP
Community Development Director
City of Winter Springs
1126 East SR 434
Winter Springs, FL 32708
(407) 327-5970
Cell (321) 698-6568

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Anthony Garganese
City Attorney of Winter Springs
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS FIRST MODIFICATION OF DEVELOPMENT AGREEMENT (the "First Modification") is made and executed this day of , 201~~5~~6 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and ~~**WINTER SPRINGS HOLDINGS, INC.,** a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.~~ WSTC Developer, LLC, a Georgia LLC ("Developer"), whose address is 880 Glenwood Ave., SE, Suite H, Atlanta, GA 30316.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in that certain Development Agreement, dated March 10, 2015, and recorded in the Official Records of Seminole County, Florida at Official Record Book 8446, Pages 1131-1144 ("Original Development Agreement"); and

WHEREAS, the Developer and the City desire to modify the Original Development Agreement in conjunction with the approval of the final engineering plans by the City Commission pursuant to the terms and conditions stated herein in order to address several additional issues related to the future development of the Property; and

WHEREAS, in conjunction with the approval of this First Modification, the City Commission approved the final engineering plans submitted by the Developer for the Project on December 14, 2015. A copy of said final engineering plans are on file at the City of Winter Springs City Hall ("Final Engineering Plans"); and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the new definitions created in the parentheticals for the terms "First Modification," "Final Engineering Plans," and "Original Development Agreement."

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b) (2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this First Modification, the Developer and the City hereby agree as follows:

(a) **Improvements to the City Collector Road System**. The Final Engineering Plans depict improvements to Michael Blake Boulevard from S.R. 434 to the Cross-Seminole Trail, and Tree Swallow Drive from Tuskawilla Road to Michael Blake Boulevard. Both Michael Blake Boulevard and Tree Swallow Drive are City Collector Roads and are therefore eligible for Transportation Impact Fee Credits. Developer hereby agrees to construct Michael Blake Boulevard and Tree Swallow Drive, at its expense and as depicted on the approved Final Engineering Plans, in exchange for an award from the City of Winter Springs transportation impact fee credits in a maximum amount of Six Hundred Twenty Thousand Four Hundred Thirty Seven and 41/100 Dollars ($620,437.41) (the "Approved Transportation Impact Fee Credit"). The costs eligible for the Transportation Impact Fee Credit shall consist solely of the Developer's actual construction costs for roadway, stormwater, landscape, and hardscape improvements within the right-of-way for Michael Blake Boulevard and Tree Swallow Drive, plus construction of the S.R. 434 westbound right-turn deceleration lane at Michael Blake Boulevard. All construction expenditures eligible for transportation impact fee credits shall be subject to approval by the City Engineer in advance of construction, with such approval not being unreasonably withheld or delayed. Any construction costs over the Approved Transportation Impact Fee Credit shall be the Developer's sole responsibility. Developer agrees to complete construction of Michael Blake Boulevard and Tree Swallow Drive and have the City accept construction thereof, prior to the first certificate of occupancy being issued by the City for any apartment building. Prior to final acceptance, Developer shall provide the City with copies of all applicable invoices, receipts, proof of payments, lien releases, warranties, maintenance letters of credit, and all documentation necessary for the City Engineer's approval of the final amount of the Transportation Impact Fee Credit. The City shall not be responsible or liable for providing any transportation impact fee credit which cannot be properly and reasonably documented in writing.

(b) **Adjusted City Arbor Fee.** The City hereby agrees that the final adjusted City arbor fee for the Project shall be ~~Two Hundred Seventy-Five Thousand Seven~~

~~Hundred Fifty and No/100 Dollars ($275,750.00) ("Arbor Fee").~~ One Hundred Forty-Nine Thousand Six Hundred Sixty and No/100Dollars ($149,660.00) ("Arbor Fee").The Arbor Fee is comprised of the following components:

Tree mitigation credits:	$133,500
Specimen tree removal:	$ 5,000
Arbor Permit:	$ 11,160

Developer agrees to pay the Arbor Fee components to the City at such time said payment of each component is required by the City Code.

(c) **Finished Floor Elevations.** The average finished floor elevations as depicted on the Final Engineering Plans are hereby deemed acceptable to the City and in compliance with the Town Center Code. The City acknowledges that the elevations vary depending on the building length and location and that some of the elevations are below and above the 24" requirement set forth in the Town Center Code. However, the City agrees that the overall average of the elevations complies with the intent and purpose of the Town Center Code requirement.

(d) **Balcony Restrictions.** The following covenant shall apply to all apartment balconies:

> Balconies shall be kept clean and tidy at all times by occupants of the units in order to avoid visual clutter and nuisances. No noxious or offensive activities shall be carried on upon any balcony. Draping towels, clothing and other items over balcony rails; storing junk or other non-patio type items upon balconies; storing flammable and combustible liquids; and the use of heat producing appliances including outdoor cooking devices shall be prohibited. Outdoor patio tables and chairs, plants, and small household decorative patio items shall be permissible.

The aforesaid shall be considered a minimum covenant and nothing herein shall prohibit the Developer and any on-site management company or Owner's Association required by Paragraph 3 (g) of the Original Development Agreement from adopting a more stringent balcony covenant. Further, nothing herein is intended to restrict or limit the enforcement of any applicable City Code. The developer and any on-site management company or Owner's Association shall be required to notify all occupants of units of this and any other applicable balcony covenant in writing at the commencement of each unit occupancy and as often as necessary to ensure compliance. In addition, the Developer and any on-site management company or Owner's Association shall strictly enforce the aforementioned balcony covenant and shall be liable to the City for failure to adequately enforce the covenant.

(e) **Conveyance of Real Property.** In consideration for the City agreeing to the terms and conditions stated herein, the sufficiency of which are hereby acknowledged by the Developer, the Developer agrees to convey, free and clear of all encumbrances, liens and mortgages, approximately 2.2 acres, more or less, of real property generally depicted as "civic/public area" on **Attachment "1"**, which is attached

hereto and fully incorporated herein by this reference (Conveyance Property) to be used for municipal purposes pursuant to the Town Center Code. Within sixty (60) days from the effective date of this First Modification, the Developer shall provide the City with an acceptable legal description n of the Conveyance Property. The Developer recognizes and agrees that the southern boundary of the Conveyance Property, which shall be surveyed and legally described, shall also serve as the northern boundary of the future Tree Swallow Road depicted on the Final Engineering Plans. As such, the Developer shall ensure that the southern boundary of the Conveyance Property allows a sufficient amount of real property for the future Tree Swallow Road in accordance with the requirements of the City Code. Said conveyance shall occur by warranty deed within ninety (90) days from the date that the City receives the surveyed legal description required by this First Modification unless the closing time period is extended by mutual consent. The City Attorney will prepare the ordinary and customary closing documents required for the conveyance and the City will be responsible for all closing costs, except that the Developer shall be responsible for any costs related to clearing or remedying any defects of title or encumbrances deemed not reasonably acceptable to the City.

(f) **Decorative Regulatory Signage and Lighting.** Prior to the issuance of a certificate of completion and acceptance of the infrastructure, the Developer and the City shall enter into a separate Use and Maintenance Agreement outlining responsibilities related to the decorative street lights and signage required by the Final Engineering Plans, including, but not limited to, the cost differential between maintaining standard street lights and signs and the decorative street lighting and design requirements of the Town Center Plan. Said agreement shall substantially conform to the standard decorative street light and signage form agreement that was previously approved by the City Commission to be utilized on a citywide basis which shall be assignable and run with the land. The Developer acknowledges that if the subject Property is ever conveyed to a third party including, but not limited to, a condominium association, the Developer will assign the Use and Maintenance Agreement to the third party for continuation of obligations related thereto which shall run with the land.

(g) **Remaining Dwelling Units Permitted in Initial Phases.** In accordance with paragraph 3 (a) of the Original Development Agreement, the remaining number of dwelling units permitted in the initial phase of the development project shall be twenty-one (21) dwelling units *[300 maximum units – 279 units approved by the Final Engineering Plans = 21 remaining units]*. The remaining units, if constructed by the developer, shall be incorporated into the area denoted "Commercial/Residential Mixed Use" on the concept plan.

(h) **Performance and Maintenance Security for Public Improvements.** The Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Infrastructure LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualifies engineer, to be financially sufficient to cover the cost of completion of all public infrastructure improvement within the Michael Blake Boulevard right-of-way, as required by the Final Engineering Plans, including, but not limited to, reconstructing portions of Michael Blake Boulevard, drainage facilities, sidewalks, water and sewer facilities and landscaping. The purpose of the Infrastructure LOC shall be to ensure that the Developer completes the construction and installation of the infrastructure in accordance with the requirements of the Final Engineering Plans. The Infrastructure LOC shall be delivered no later

than the Developer commencing construction of the aforementioned public improvements. In addition, the Infrastructure LOC shall be maintained in good standing for the benefit of the City until the infrastructure is accepted by the City. Upon acceptance of the infrastructure by the City, the City shall promptly return the Infrastructure LOC to the Developer.

In addition, at such time the City accepts any and all of the public streets and infrastructure improvement associated with the Final Engineering Plans including, but not limited to, the improvements related to Michael Blake Boulevard, the Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Maintenance LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualified engineer to be financially sufficient to cover the cost of maintenance of the required and installed public streets and improvements for two (2) years after the date of the completion and acceptance by the City. In addition, the Maintenance LOC shall be maintained in good standing for the benefit of the City until it is released by the City, less any applicable deductions related to maintenance costs incurred by the City, promptly at such time the two year period expires. The City reserves the right to require separate Maintenance LOCs if the public infrastructure is completed and accepted by the City in phases, and, if so required, each acceptance shall be subject to its own two year maintenance term.

4. All other terms of the Original Development Agreement not modified by the provisions of this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[Signature pages to follow]

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By:_____
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: _____

CITY SEAL

By: _____
Anthony Garganese, City Attorney for the City of Winter Springs, Florida

Signed, sealed and delivered in the presence of the following witnesses:

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

_____
Signature of Witness

_____
Printed Name of Witness

By:_____
Print name:_____
Its President

_____
Signature of Witness

_____
Printed Name of Witness

DISTRICT OF COLUMBIA

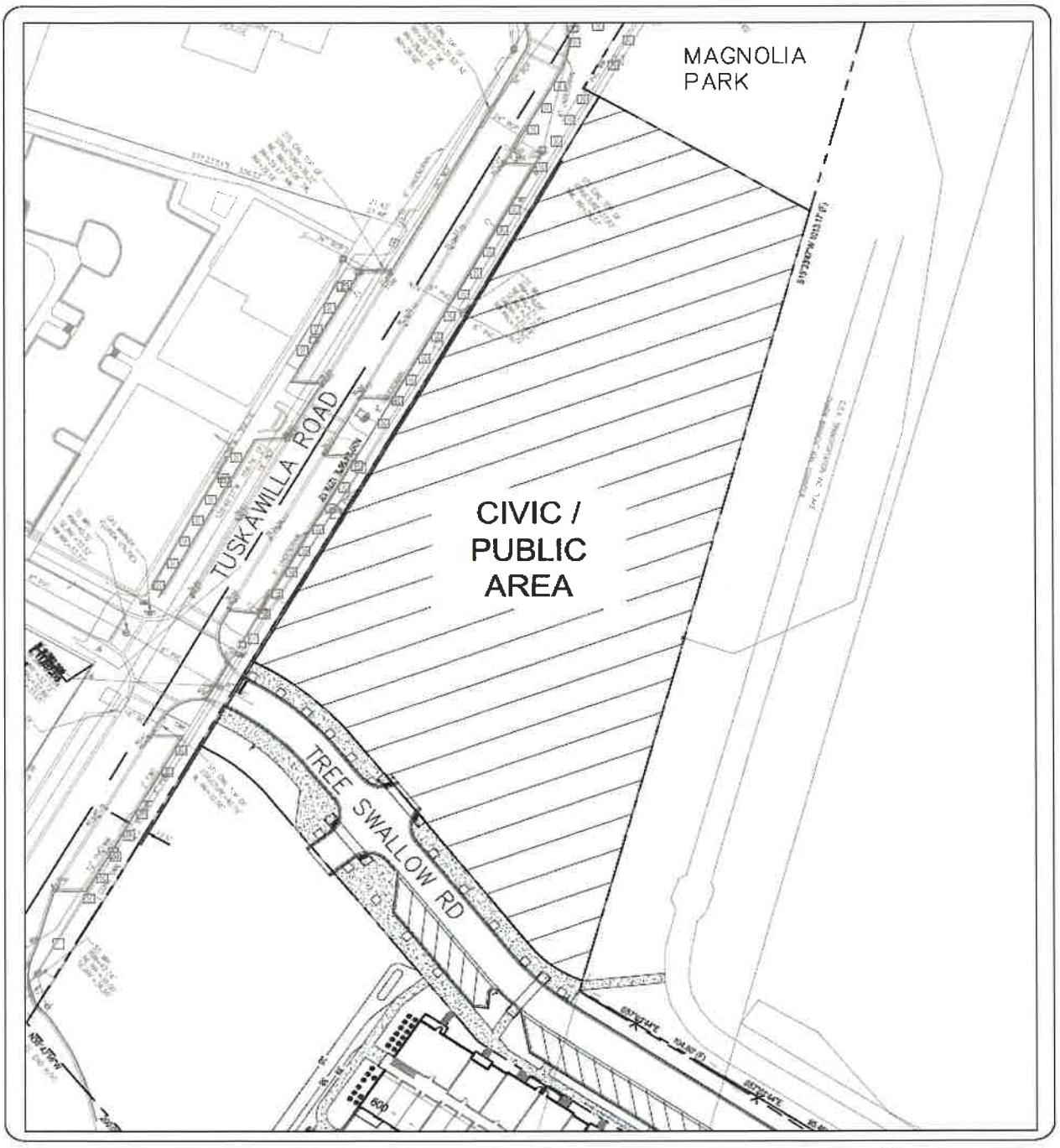
The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by_____, as President of Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

ATTACHMENT "1": Legal Description



Small Business Enterprise 1979-2015
LOCHRANE Consulting Engineers Surveyors
201 SOUTH RUMET AVENUE - ORLANDO, FL 32803
PH: (407) 896-3317 | FAX: (407) 896-3187 | WWW.LOCHRANE.COM
CERTIFICATE OF AUTHORIZATION # 00002466

WSTC PHASE II
CIVIC / PUBLIC AREA
WINTER SPRINGS APARTMENTS
WINTER SPRINGS HOLDINGS, INC.
WINTER SPRINGS, FL

JOB NO: 13034
DATE: 12/09/15
BY: FAP
SCALE: NTS

C:\Users\fporter\Documents\Drawing2.dwg — Dec 09, 2015 — 10:18am

Anthony A. Garganese

From: Brian Fields <bfields@winterspringsfl.org>
Sent: Tuesday, November 29, 2016 12:21 PM
To: Anthony A. Garganese
Cc: Kevin Smith
Subject: Catalyst / Pollack Shores DA First Modification
Attachments: First Modification of Pollack Shores Development Agreement UPDATE 11-29-16.docx

Anthony,

We are ready to proceed with the new "First Modification" of the DA, incorporating the following changes (draft markup attached):

1. Paragraph 3(a). Transportation Impact Fees may only be applied to the multi-family units in the initial phase (up to 283). Excess transportation impact fee credits can only be applied to non-residential land uses on the property.

2. Paragraph 3(b). Arbor fee has been reduced based on the new Arbor Ordinance.

3. Paragraph 3(g). Reduces the maximum number of units from 300 to 283. This was 279 on the Final Engineering plans, but Catalyst would like the option of adding 4 more units near the clubhouse (subject to staff review and approval). Catalyst has agreed to cap all multi-family units at 283, all within the initial phase, so no future apartments would be allowed. The term "Residential Mixed Use" is deleted from the concept plan for the future development parcels.

I would also recommend we attempt to clarify how transportation impact fee credits that run with the land would be split up when the property is platted. Need your guidance on this one.

Target is the Dec 12 consent agenda. We need to have the DA by Friday, Dec 2 to stay on schedule. We also plan to have it signed by the other party before the Commission meeting.

Brian Fields, P.E.
City Engineer
City of Winter Springs
407-327-7597 (office)
321-388-2757 (cell)

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THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Anthony Garganese
City Attorney of Winter Springs
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS FIRST MODIFICATION OF DEVELOPMENT AGREEMENT (the "First Modification") is made and executed this day of , 2015~~6~~ ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..,** a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in that certain Development Agreement, dated March 10, 2015, and recorded in the Official Records of Seminole County, Florida at Official Record Book 8446, Pages 1131-1144 ("Original Development Agreement"); and

WHEREAS, the Developer and the City desire to modify the Original Development Agreement in conjunction with the approval of the final engineering plans by the City Commission pursuant to the terms and conditions stated herein in order to address several additional issues related to the future development of the Property; and

WHEREAS, in conjunction with the approval of this First Modification, the City Commission approved the final engineering plans submitted by the Developer for the Project on December 14, 2015. A copy of said final engineering plans are on file at the City of Winter Springs City Hall ("Final Engineering Plans"); and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the new definitions created in the parentheticals for the terms "First Modification," "Final Engineering Plans," and "Original Development Agreement."

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b) (2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this First Modification, the Developer and the City hereby agree as follows:

(a) **Improvements to the City Collector Road System**. The Final Engineering Plans depict improvements to Michael Blake Boulevard from S.R. 434 to the Cross-Seminole Trail, and Tree Swallow Drive from Tuskawilla Road to Michael Blake Boulevard. Both Michael Blake Boulevard and Tree Swallow Drive are City Collector Roads and are therefore eligible for Transportation Impact Fee Credits. Developer hereby agrees to construct Michael Blake Boulevard and Tree Swallow Drive, at its expense and as depicted on the approved Final Engineering Plans, in exchange for an award from the City of Winter Springs transportation impact fee credits in a maximum amount of Six Hundred Twenty Thousand Four Hundred Thirty Seven and 41/100 Dollars ($620,437.41) (the "Approved Transportation Impact Fee Credit"). The costs eligible for the Transportation Impact Fee Credit shall consist solely of the Developer's actual construction costs for roadway, stormwater, landscape, and hardscape improvements within the right-of-way for Michael Blake Boulevard and Tree Swallow Drive, plus construction of the S.R. 434 westbound right-turn deceleration lane at Michael Blake Boulevard. All construction expenditures eligible for transportation impact fee credits shall be subject to approval by the City Engineer in advance of construction, with such approval not being unreasonably withheld or delayed. Any construction costs over the Approved Transportation Impact Fee Credit shall be the Developer's sole responsibility. Developer agrees to complete construction of Michael Blake Boulevard and Tree Swallow Drive and have the City accept construction thereof, prior to the first certificate of occupancy being issued by the City for any apartment building. Prior to final acceptance, Developer shall provide the City with copies of all applicable invoices, receipts, proof of payments, lien releases, warranties, maintenance letters of credit, and all documentation necessary for the City Engineer's approval of the final amount of the Transportation Impact Fee Credit. The City shall not be responsible or liable for providing any transportation impact fee credit which cannot be properly and reasonably documented in writing. The Approved Transportation Impact Fee Credits are eligible to be applied to the 283 multi-family units in the Initial Phase of the development project, plus any non-residential land uses on the property. The Approved Transportation Impact Fee Credits may not be transferred to other properties or applied to any residential uses on the property, other than the approved 283 units in the Initial Phase.

(b) **Adjusted City Arbor Fee.** The City hereby agrees that the final adjusted City arbor fee for the Project shall be ~~Two Hundred Seventy-Five Thousand Seven~~

~~Hundred Fifty and No/100 Dollars ($275,750.00) ("Arbor Fee").~~ One Hundred Forty-Nine Thousand Six Hundred Sixty and No/100Dollars ($149,660.00) ("Arbor Fee").The Arbor Fee is comprised of the following components:

Tree mitigation credits:	$133,500
Specimen tree removal:	$ 5,000
Arbor Permit:	$ 11,160

Developer agrees to pay the Arbor Fee components to the City at such time said payment of each component is required by the City Code.

(c) **Finished Floor Elevations.** The average finished floor elevations as depicted on the Final Engineering Plans are hereby deemed acceptable to the City and in compliance with the Town Center Code. The City acknowledges that the elevations vary depending on the building length and location and that some of the elevations are below and above the 24" requirement set forth in the Town Center Code. However, the City agrees that the overall average of the elevations complies with the intent and purpose of the Town Center Code requirement.

(d) **Balcony Restrictions.** The following covenant shall apply to all apartment balconies:

> Balconies shall be kept clean and tidy at all times by occupants of the units in order to avoid visual clutter and nuisances. No noxious or offensive activities shall be carried on upon any balcony. Draping towels, clothing and other items over balcony rails; storing junk or other non-patio type items upon balconies; storing flammable and combustible liquids; and the use of heat producing appliances including outdoor cooking devices shall be prohibited. Outdoor patio tables and chairs, plants, and small household decorative patio items shall be permissible.

The aforesaid shall be considered a minimum covenant and nothing herein shall prohibit the Developer and any on-site management company or Owner's Association required by Paragraph 3 (g) of the Original Development Agreement from adopting a more stringent balcony covenant. Further, nothing herein is intended to restrict or limit the enforcement of any applicable City Code. The developer and any on-site management company or Owner's Association shall be required to notify all occupants of units of this and any other applicable balcony covenant in writing at the commencement of each unit occupancy and as often as necessary to ensure compliance. In addition, the Developer and any on-site management company or Owner's Association shall strictly enforce the aforementioned balcony covenant and shall be liable to the City for failure to adequately enforce the covenant.

(e) **Conveyance of Real Property.** In consideration for the City agreeing to the terms and conditions stated herein, the sufficiency of which are hereby acknowledged by the Developer, the Developer agrees to convey, free and clear of all encumbrances, liens and mortgages, approximately 2.2 acres, more or less, of real property generally depicted as "civic/public area" on **Attachment "1"**, which is attached hereto and fully incorporated herein by this reference (Conveyance Property) to

be used for municipal purposes pursuant to the Town Center Code. Within sixty (60) days from the effective date of this First Modification, the Developer shall provide the City with an acceptable legal description n of the Conveyance Property. The Developer recognizes and agrees that the southern boundary of the Conveyance Property, which shall be surveyed and legally described, shall also serve as the northern boundary of the future Tree Swallow Road depicted on the Final Engineering Plans. As such, the Developer shall ensure that the southern boundary of the Conveyance Property allows a sufficient amount of real property for the future Tree Swallow Road in accordance with the requirements of the City Code. Said conveyance shall occur by warranty deed within ninety (90) days from the date that the City receives the surveyed legal description required by this First Modification unless the closing time period is extended by mutual consent. The City Attorney will prepare the ordinary and customary closing documents required for the conveyance and the City will be responsible for all closing costs, except that the Developer shall be responsible for any costs related to clearing or remedying any defects of title or encumbrances deemed not reasonably acceptable to the City.

(f) **Decorative Regulatory Signage and Lighting.** Prior to the issuance of a certificate of completion and acceptance of the infrastructure, the Developer and the City shall enter into a separate Use and Maintenance Agreement outlining responsibilities related to the decorative street lights and signage required by the Final Engineering Plans, including, but not limited to, the cost differential between maintaining standard street lights and signs and the decorative street lighting and design requirements of the Town Center Plan. Said agreement shall substantially conform to the standard decorative street light and signage form agreement that was previously approved by the City Commission to be utilized on a citywide basis which shall be assignable and run with the land. The Developer acknowledges that if the subject Property is ever conveyed to a third party including, but not limited to, a condominium association, the Developer will assign the Use and Maintenance Agreement to the third party for continuation of obligations related thereto which shall run with the land.

(g) ~~**Remaining Dwelling Units Permitted in Initial Phases**~~**Number of Dwelling Units. The approved Final Engineering Plans show 279 multi-family units. An additional four (4) multi-family units shall be permitted as part of the initial phase of development, subject to City staff review and approval, bringing the total number of multi-family units in the initial phase to 283. No additional multi-family units shall be permitted on the property, and the term "Residential Mixed Use" is hereby deleted from the concept plan.** ~~In accordance with paragraph 3 (a) of the Original Development Agreement, the remaining number of dwelling units permitted in the initial phase of the development project shall be twenty-one (21) dwelling units *[300 maximum units – 279 units approved by the Final Engineering Plans = 21 remaining units]*. The remaining units, if constructed by the developer, shall be incorporated into the area denoted "Commercial/Residential Mixed Use" on the concept plan.~~

(h) **Performance and Maintenance Security for Public Improvements.** The Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Infrastructure LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualifies engineer, to be financially sufficient to cover the cost of completion of all public infrastructure improvement within the Michael Blake Boulevard right-

of-way, as required by the Final Engineering Plans, including, but not limited to, reconstructing portions of Michael Blake Boulevard, drainage facilities, sidewalks, water and sewer facilities and landscaping. The purpose of the Infrastructure LOC shall be to ensure that the Developer completes the construction and installation of the infrastructure in accordance with the requirements of the Final Engineering Plans. The Infrastructure LOC shall be delivered no later than the Developer commencing construction of the aforementioned public improvements. In addition, the Infrastructure LOC shall be maintained in good standing for the benefit of the City until the infrastructure is accepted by the City. Upon acceptance of the infrastructure by the City, the City shall promptly return the Infrastructure LOC to the Developer.

In addition, at such time the City accepts any and all of the public streets and infrastructure improvement associated with the Final Engineering Plans including, but not limited to, the improvements related to Michael Blake Boulevard, the Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Maintenance LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualified engineer to be financially sufficient to cover the cost of maintenance of the required and installed public streets and improvements for two (2) years after the date of the completion and acceptance by the City. In addition, the Maintenance LOC shall be maintained in good standing for the benefit of the City until it is released by the City, less any applicable deductions related to maintenance costs incurred by the City, promptly at such time the two year period expires. The City reserves the right to require separate Maintenance LOCs if the public infrastructure is completed and accepted by the City in phases, and, if so required, each acceptance shall be subject to its own two year maintenance term.

4. All other terms of the Original Development Agreement not modified by the provisions of this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[Signature pages to follow]

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By:_____
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: _____

CITY SEAL

By: _____
Anthony Garganese, City Attorney for the City of Winter Springs, Florida

Signed, sealed and delivered in the presence of the following witnesses:

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

_____
Signature of Witness

_____
Printed Name of Witness

By:_____
Print name:_____
Its President

_____
Signature of Witness

_____
Printed Name of Witness

DISTRICT OF COLUMBIA

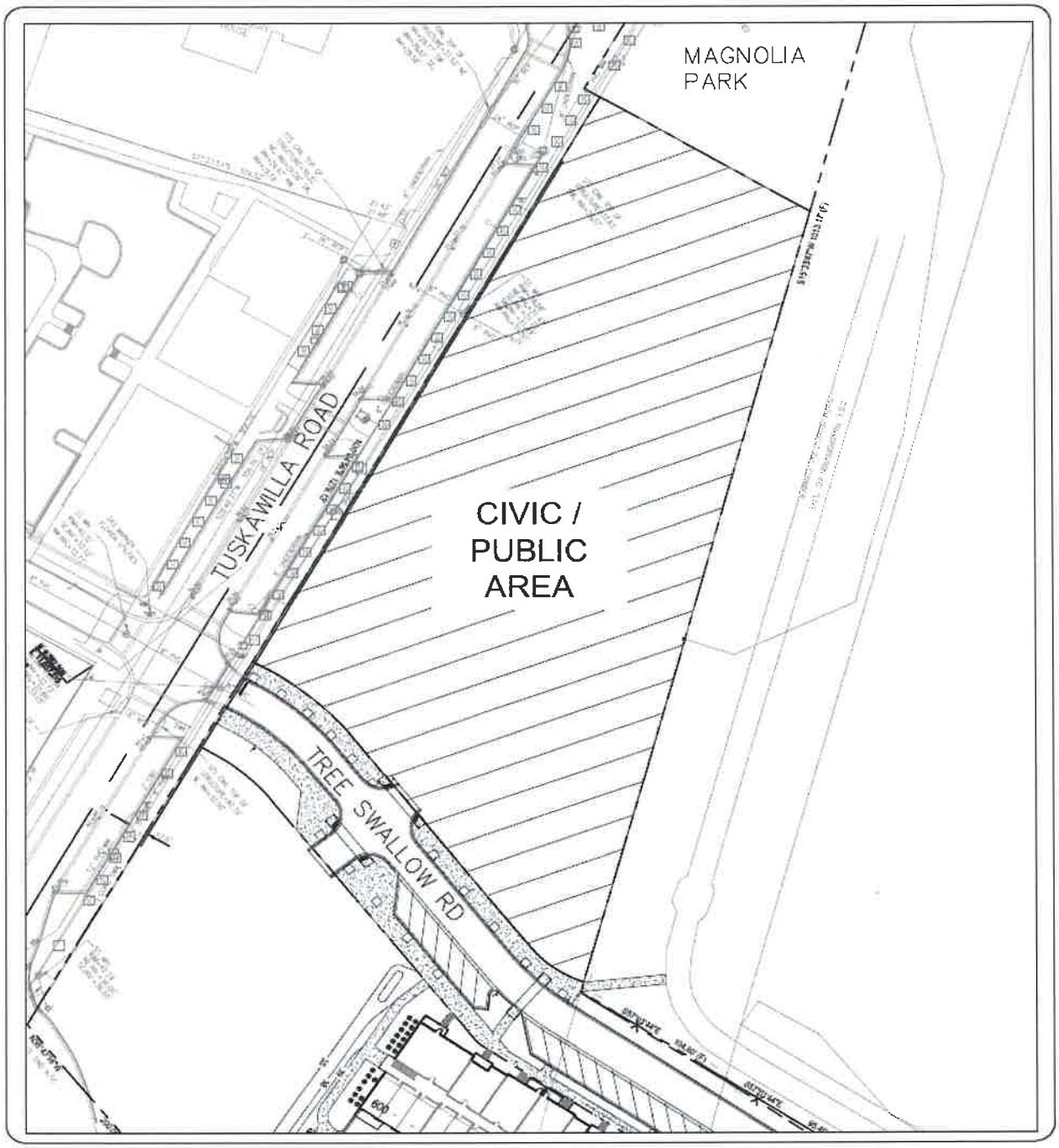
The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by_____, as President of Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

ATTACHMENT "1": Legal Description



Small Business Enterprise 1979-2015
LOCHRANE Consulting Engineers Surveyors
201 SOUTH RUMEY AVENUE - ORLANDO, FL 32801
PH: (407) 895-3317 - FAX: (407) 895-3187 - WWW.LOCHRANE.COM
CERTIFICATE OF AUTHORIZATION # 00002466

WSTC PHASE II
CIVIC / PUBLIC AREA
WINTER SPRINGS APARTMENTS
WINTER SPRINGS HOLDINGS, INC.
WINTER SPRINGS, FL

JOB NO: 13034
DATE: 12/09/15
BY: FAP
SCALE: NTS

C:\Users\fporter\Documents\Drawing2.dwg — Dec 09, 2015 — 10:18am

Anthony Garganese

From: rstevenson@winterspringsfl.org
Sent: Monday, October 31, 2016 4:32 PM
To: Bob.Lochrane@lochrane.com
Cc: smonica@winterspringsfl.org; bhowell@winterspringsfl.org; awebb@winterspringsfl.org
Subject: RE: Catalyst apartments

Bob,

At the present time, the tree mitigation numbers are as follows:

Replacement credits required	1,630
Credits planted per the landscape plan	740
Credits to be mitigated via arbor fund donation	890 ($150) = $133,500
5 Specimen Trees	$5,000
Arbor Permit	$11,160
Total	$149,660

Please note that, if the landscape plan is modified in such a manner as to plant less than the 740 credits used in the above calculations, the total fee will go up by the $150 per credits. Conversely, if more credits are planted and the number is confirmed with the City, the total number would go down accordingly.

Randy Stevenson, ASLA, AICP
Community Development Director
City of Winter Springs
1126 East SR 434
Winter Springs, FL 32708
(407) 327-5970
Cell (321) 698-6568

From: Bob Lochrane [mailto:Bob.Lochrane@lochrane.com]
Sent: Monday, October 31, 2016 12:07 PM
To: Randy Stevenson
Cc: Brian Fields; Bobby Howell; Amanda Webb; 'Mark Mechlowitz'; Jeff Maxwell; Jorge Sardinas; Rob Meyer; Frank Porter
Subject: RE: Catalyst apartments

Randy, thank you for your response to our questions. Can you update us on the exact tree mitigation cost using the lower rate? I believe you had indicated to me that you would re-compute it and provide a printout of how the final fee was obtained.

Also, is the City working on the amended DA document?

Bob

Robert J. Lochrane, P.E.
Executive Vice President
MY BIO | V-CARD | LINKEDIN
Tel: 407.896.3317 x 103
Fax: 407.896.9167
Cell: 407.467.6794
201 South Bumby Ave. Orlando, FL 32803

From: Randy Stevenson [mailto:rstevenson@winterspringsfl.org]
Sent: Friday, October 28, 2016 3:46 PM
To: Bob Lochrane <Bob.Lochrane@lochrane.com>
Cc: Brian Fields <bfields@winterspringsfl.org>; Bobby Howell <bhowell@winterspringsfl.org>; Amanda Webb <awebb@winterspringsfl.org>
Subject: Catalyst apartments

Bob,

- **Letter of Credit** – Per the DA, a letter of credit will be required for the public improvements within the Michael Blake Boulevard right-of-way. The Developer is requesting that the dollar amount of this LOC be reduced monthly during construction based on work progress.
  As a standard practice, the City allows letters of credit of this nature to be periodically drawn down based on work that has been completed and accepted (not just in progress).

- **Tree Mitigation Cost** - The Developer is requesting that this cost be based on the current lower unit price for tree mitigation and that they be assessed only 50% of the mitigation cost for trees previously removed by the Seller east of Michael Blake Boulevard pursuant to the ACOE permit.
  The City will use the lower unit price for mitigation credits, but no reduction for the ACOE mitigation tree removals. Payment for these credits can be negotiated separately between Catalyst and the IBEW.

- **Transportation Impact** Fee – The Developer is requesting they be required to pay the City's proposed transportation impact fee, provided it is approved by City Commission in December as anticipated. Also, the Developer is asking that the impact fee credit amount indicated in the DA be maintained and applicable for the entire land area addressed by the DA – specifically this apartment parcel and the commercial lots identified as Lots 4, 5 & 6. Also, that this impact fee credit be applicable to transportation impact fees and any other city fees related to development within the land area addressed by the DA.
  We will keep the maximum impact fee credit at $620K per the agreement. The DA should be modified to clarify: 1) which lands are eligible for transportation impact fee credits; and 2) that credits remaining after the apartment project can be applied to future development on eligible lands. The transportation impact fee credit can only be used to offset City transportation impact fees and cannot be used to offset "any other city fees" as suggested above.

- **Michael Blake Blvd** – The Developer is requesting that City Staff consider an option of allowing Michael Blake Blvd to remain as is without major reconstruction. The roundabout, SR 434 improvements and utility installation would be done. We will arrange a meeting with City staff to review the feasibility of this alternative.
  The City supports the efforts to avoid major reconstruction of MBB, subject to review of revised final engineering plans.

Please call with any additional questions.

Randy Stevenson, ASLA, AICP
Community Development Director
City of Winter Springs
1126 East SR 434
Winter Springs, FL 32708
(407) 327-5970
Cell (321) 698-6568

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Lochrane is qualified as a **Small Business Enterprise (SBE)** and can help meet the **FDOT 3% SBE goal**. We can also be a subconsultant on any SBE set-aside projects.

*Lochrane limits email transmission sizes to **40 MB** per message. Please refer to our Easy Upload form for files larger than **40 MB***

Anthony Garganese

From: Bob Lochrane <Bob.Lochrane@lochrane.com>
Sent: Tuesday, November 29, 2016 6:01 PM
To: 'Brian Fields'
Cc: 'Mark Mechlowitz'; Jeff Maxwell; Frank Porter; 'ATurnbull@gunster.com'; 'Shelton, Deborah'
Subject: RE: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Thanks Brian!

Robert J. Lochrane, P.E.
Executive Vice President
MY BIO | V-CARD | LINKEDIN
Tel: 407.896.3317 x 103
Fax: 407.896.9167
Cell: 407.467.6794
201 South Bumby Ave. Orlando, FL 32803

From: Brian Fields [mailto:bfields@winterspringsfl.org]
Sent: Tuesday, November 29, 2016 5:42 PM
To: Bob Lochrane <Bob.Lochrane@lochrane.com>
Cc: 'Mark Mechlowitz' <MarkM@catalystdp.com>; Jeff Maxwell <JeffM@catalystdp.com>; Frank Porter <Frank.Porter@lochrane.com>; 'ATurnbull@gunster.com' <ATurnbull@gunster.com>; 'Shelton, Deborah' <DShelton@gunster.com>
Subject: RE: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Bob,

We are moving forward and I sent Anthony a draft for his approval and any final edits. I'll send out a copy for review and signature as soon as I have it.

We will also request to have the agreement signed in advance of the City Commission meeting, then the City would sign after Commission approval. Our target is still the December 12 meeting on the consent agenda.

Glad we could work this out.

Brian

Brian Fields, P.E.
City Engineer
City of Winter Springs
407-327-7597 (office)
321-388-2757 (cell)

From: Bob Lochrane [mailto:Bob.Lochrane@lochrane.com]
Sent: Tuesday, November 29, 2016 2:29 PM
To: Brian Fields
Cc: 'Mark Mechlowitz'; Jeff Maxwell; Frank Porter; 'ATurnbull@gunster.com'; 'Shelton, Deborah'
Subject: RE: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Brian, thank you for discussing this matter with me today. I reviewed this with Catalyst and they have agreed to move forward with the 1st Amendment of the DA as you and I discussed:

1. The Developer's maximum allowable number of apartment units for the apartment parcel will reduce from 300 to 283.
2. The $620,000 (+/-) credit identified in the DA may be used by Catalyst to pay City transportation impact fees related to the apartment parcel and to any other parcel acquired by Catalyst in the Winter Springs Town Center Phase 2 area, provided this acquired parcel or parcels are developed commercially. To clarify, this credit can only be applied to new commercial buildings.

Brian, Catalyst wanted me to be sure to thank you for your assistance on this matter. They are looking forward to a success project and are ready to do whatever is necessary to assist you in scheduling the amendment on the December 12th City Commission consent agenda. I know there was a question about the entity identified in the amendment and perhaps Allison and Anthony can resolve.

Please confirm if we are in fact moving forward in this direction.

Bob

Robert J. Lochrane, P.E.
Executive Vice President
MY BIO | V-CARD | LINKEDIN
Tel: 407.896.3317 x 103
Fax: 407.896.9167
Cell: 407.467.6794
201 South Bumby Ave. Orlando, FL 32803

From: Brian Fields [mailto:bfields@winterspringsfl.org]
Sent: Monday, November 28, 2016 5:08 PM
To: Bob Lochrane <Bob.Lochrane@lochrane.com>
Cc: 'Mark Mechlowitz' <MarkM@catalystdp.com>; Jeff Maxwell <JeffM@catalystdp.com>; Frank Porter <Frank.Porter@lochrane.com>; 'ATurnbull@gunster.com' <ATurnbull@gunster.com>; 'Shelton, Deborah' <DShelton@gunster.com>
Subject: RE: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Bob,

We would like to further discuss the use of the excess impact fees as well as the elimination of the 21 remaining apartment units. We felt like these were fairly minor requests in exchange for allowing the current agreement to be modified to have a lower arbor fee and retaining the full impact fee credit. Can we maybe have a conference call on Tuesday?

Brian Fields, P.E.
City Engineer
City of Winter Springs
407-327-7597 (office)
321-388-2757 (cell)

From: Bob Lochrane [mailto:Bob.Lochrane@lochrane.com]
Sent: Tuesday, November 22, 2016 3:26 PM
To: Brian Fields
Cc: 'Mark Mechlowitz'; Jeff Maxwell; Frank Porter; 'ATurnbull@gunster.com'; 'Shelton, Deborah'
Subject: FW: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Brian, I know you are out of the office today and tomorrow but you said you would be monitoring email. I received a response from Catalyst about your approach to completing the 1st Amendment. Their response is show in "red" below. They very much want to go to the December Commission meeting on the Consent Agenda.

Please let us know if their response will be acceptable.

Thanks,

Bob

Robert J. Lochrane, P.E.
Executive Vice President
MY BIO | V-CARD | LINKEDIN
Tel: 407.896.3317 x 103
Fax: 407.896.9167
Cell: 407.467.6794
201 South Bumby Ave. Orlando, FL 32803

From: Mark Mechlowitz [mailto:MarkM@catalystdp.com]
Sent: Tuesday, November 22, 2016 3:18 PM
To: Bob Lochrane <Bob.Lochrane@lochrane.com>; Turnbull, Allison <ATurnbull@gunster.com>
Cc: Jeff Maxwell <JeffM@catalystdp.com>; Shelton, Deborah <DShelton@gunster.com>; Frank Porter <Frank.Porter@lochrane.com>
Subject: RE: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Bob,

Please see response below in red.

Please discuss with Brian and lets keep pushing to get this done in December.

Regards,
Mark

Mark Mechlowitz | Partner
Catalyst Development Partners, LLC
NASCLA certified G.C. License #GCQA003919

880 Glenwood Avenue | Suite H | Atlanta, GA 30316
www.catalystdp.com | Main 678.666.1282 | eFax 404.890.5681

From: Bob Lochrane [mailto:Bob.Lochrane@lochrane.com]
Sent: Monday, November 21, 2016 4:45 PM
To: Mark Mechlowitz <MarkM@catalystdp.com>; Turnbull, Allison <ATurnbull@gunster.com>
Cc: Jeff Maxwell <JeffM@catalystdp.com>; Shelton, Deborah <DShelton@gunster.com>; Frank Porter <Frank.Porter@lochrane.com>
Subject: RE: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Team, I just received phone call from Brian Fields. Brian is now both the City Engineer and the Community Development Director. Randy Stevenson has moved from the Community Development Director position to another position within the City. Brian said the following:

1. The City really wants to push to have the 1st Amendment to the DA go to the Dec 12th Commission Meeting, and to have it be included on the Consent Agenda for approval.

Terrific, we are on the same page.

2. City staff is fine with their draft 1st Amendment document but would like Catalyst's approval of the following 3 things to be included in the document: a) Arbor fee to be set using the current lower cost guidelines – this is what we had asked for, b) Impact fee credits of about $600k to be usable for transportation impact fees related to the 3 commercial outparcels, and c) the project be restricted to the number of apartment units identified on the current construction plans, rather than allowing the project to possibly build up to 300 units as originally approved.

a) Agreed
b) We would like to request that we also have the ability to utilize those excess traffic impact fees on the 15 acres to the East as well.
c) We would like the flexibility to build an extra 21 units on Main Street next to the McDonalds in a manner that supports and compliments the town center zoning. I believe the Dev Agr allowed for this already.

3. Brian said the document should be made between the City and Winter Springs Holdings rather than setting up a new entity. I suggested Allison could reach out to the City attorney to work that out, and while he was fine with that he asked that Allison first speak with him (Brian) before speaking with the City attorney in an effort to streamline the exact objectives of staff.

Allison is out of town but I don't see any issues with this as long as the agreement transfers with title. This is a point for the lawyers to discuss.

Let me know if you have any questions.

Bob

Robert J. Lochrane, P.E.
Executive Vice President
MY BIO | V-CARD | LINKEDIN
Tel: 407.896.3317 x 103
Fax: 407.896.9167
Cell: 407.467.6794
201 South Bumby Ave. Orlando, FL 32803

From: Mark Mechlowitz [mailto:MarkM@catalystdp.com]
Sent: Monday, November 21, 2016 4:27 PM
To: Turnbull, Allison <ATurnbull@gunster.com>
Cc: Jeff Maxwell <JeffM@catalystdp.com>; Shelton, Deborah <DShelton@gunster.com>; Bob Lochrane <Bob.Lochrane@lochrane.com>
Subject: Re: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Thank you

Sent from my iPhone

On Nov 21, 2016, at 4:19 PM, Turnbull, Allison <ATurnbull@gunster.com> wrote:

> We will do the best we can, but it is up to the City Attorney unfortunately. He is aware that we need the December date.
>
> ---
>
> **From:** Mark Mechlowitz [mailto:MarkM@catalystdp.com]
> **Sent:** Monday, November 21, 2016 3:55 PM
> **To:** Turnbull, Allison
> **Cc:** Jeff Maxwell; Shelton, Deborah; Bob Lochrane
> **Subject:** Re: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.
>
> Thank you
>
> We really need to jot that December date if possible
>
> Thanks
>
> Sent from my iPhone
>
> On Nov 21, 2016, at 3:12 PM, Turnbull, Allison <ATurnbull@gunster.com> wrote:
>
> > I have asked the City for that information, but they had said that the December hearing would be a stretch. It all depends on when the City Attorney provides the draft, so that is why we have been pushing him along. I will let you know when I hear back from him as to his progress and what he thinks on the timing. Also, a lot will depend on the level of editing we will need to do with what he provides. As you know, it is very rare for an agreement to come from the City with everything we want in it, so I am assuming there will be a few rounds of revisions before it will be ready to be placed on a hearing agenda.

From: Mark Mechlowitz [mailto:MarkM@catalystdp.com]
Sent: Monday, November 21, 2016 10:18 AM
To: Turnbull, Allison; Jeff Maxwell; Shelton, Deborah
Cc: Bob Lochrane
Subject: RE: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Hey Allison,

When is the December docket and how do we confirm we can get on it?

T,
mark

Mark Mechlowitz | Partner
Catalyst Development Partners, LLC
NASCLA certified G.C. License #GCQA003919
880 Glenwood Avenue | Suite H | Atlanta, GA 30316
www.catalystdp.com | Main 678.666.1282 | eFax 404.890.5681

<image001.jpg>

From: Turnbull, Allison [mailto:ATurnbull@gunster.com]
Sent: Monday, November 21, 2016 9:35 AM
To: Mark Mechlowitz <MarkM@catalystdp.com>; Jeff Maxwell <JeffM@catalystdp.com>; Shelton, Deborah <DShelton@gunster.com>
Subject: Fwd: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Good morning, Mark - the retainer is $10,000. I have spoken with the City and they insist on having their attorney provide the draft. He is working on it, but neither the City nor I have seen anything yet. I did impress upon him the timing we are under and he said he would work to get it together as soon as possible. I will keep you updated on what I hear.

Allison

Sent from my iPhone

Begin forwarded message:

> **From:** "Shelton, Deborah" <DShelton@gunster.com>
> **To:** "Turnbull, Allison" <ATurnbull@gunster.com>
> **Subject: FW: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.**
>
> Good morning Allison,

I believe Mr. Mechlowitz intended this email for you.

For your reference, I have attached the engagement letter that he **signed**, which notes on page two that the retainer is $10,000.

Thank you!

-D

From: Mark Mechlowitz [mailto:MarkM@catalystdp.com]
Sent: Friday, November 18, 2016 4:15 PM
To: Shelton, Deborah
Cc: Turnbull, Allison; Jeff Maxwell
Subject: RE: Catalyst Development Partners, LLC / City of Winter Springs Land Use - Allison E. Turnbull, Esq.

Deborah,

How much is your retainer?

Also, have you spoken to anyone at City of Winter Springs regarding the development agreement?

Regards,
Mark

Mark Mechlowitz | Partner
Catalyst Development Partners, LLC
NASCLA certified G.C. License #GCQA003919
880 Glenwood Avenue | Suite H | Atlanta, GA 30316
www.catalystdp.com | Main 678.666.1282 | eFax 404.890.5681

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Anthony A. Garganese

From: Turnbull, Allison <ATurnbull@gunster.com>
Sent: Wednesday, December 21, 2016 11:09 AM
To: 'Brian Fields'; 'Mark Mechlowitz'; Anthony A. Garganese
Cc: Bob Lochrane; Jeff Maxwell; Frank Porter; Saylor Paul
Subject: RE: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA
Attachments: 7545347_1.docx; 7545347_1.docx

Hi, Brian and Anthony – attached are our edits to the 1st Amendment.

Brian, these are all consistent with what we discussed yesterday. I've included one with tracked changes and a clean version for your reference. Please let us know your comments as soon as you can.

Thanks again very much for your help with this.

Allison

Allison E. Turnbull | Orlando Office Managing Shareholder
GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS
200 S. Orange Avenue, Suite 1400
Orlando, FL 32801
P 407-406-5255 **F** 407-849-1233
gunster.com | View My Bio | ATurnbull@gunster.com

From: Brian Fields [mailto:bfields@winterspringsfl.org]
Sent: Friday, December 16, 2016 11:17 AM
To: 'Mark Mechlowitz'
Cc: Bob Lochrane; Jeff Maxwell; Turnbull, Allison; Frank Porter; Saylor Paul
Subject: RE: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

Word version attached. Please use "track changes" for any proposed edits. Feel free to call me too as needed.

Brian Fields, P.E.
Community Development Director
City of Winter Springs
407-327-7597 (office)
321-388-2757 (cell)

From: Mark Mechlowitz [mailto:MarkM@catalystdp.com]
Sent: Friday, December 16, 2016 8:16 AM
To: Brian Fields
Cc: Bob Lochrane; Jeff Maxwell; Turnbull, Allison; Frank Porter; Saylor Paul
Subject: Re: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

Thanks Brian,

We will review.

Can we get a word version so we can redline it if we have comments?

Regards,
Mark

From: Brian Fields <bfields@winterspringsfl.org>
Date: Friday, December 16, 2016 at 7:41 AM
To: Mark Mechlowitz <markm@catalystdp.com>
Cc: Bob Lochrane <bob.lochrane@lochrane.com>, Jeff Maxwell <jeffm@catalystdp.com>, "Turnbull, Allison" <ATurnbull@gunster.com>, Frank Porter <Frank.Porter@lochrane.com>, Saylor Paul <psaylor@cscapitalinc.com>
Subject: RE: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

All –

Please find attached the development agreement for review and comment. Revisions are to sections 3a, 3b, and 3g.

Brian Fields, P.E.
Community Development Director
City of Winter Springs
407-327-7597 (office)
321-388-2757 (cell)

From: Mark Mechlowitz [mailto:MarkM@catalystdp.com]
Sent: Wednesday, December 14, 2016 8:10 AM
To: Brian Fields
Cc: Bob Lochrane; Jeff Maxwell; Turnbull, Allison; Frank Porter
Subject: RE: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

Hey Brian,

Any word on the development agreement?

We should get this thing knocked out before the holidays to avoid a last minute scramble if possible.

T,
Mark

Mark Mechlowitz | Partner
Catalyst Development Partners, LLC
NASCLA certified G.C. License #GCQA003919
880 Glenwood Avenue | Suite H | Atlanta, GA 30316
www.catalystdp.com | Main 678.666.1282 | eFax 404.890.5681

From: Brian Fields [mailto:bfields@winterspringsfl.org]
Sent: Monday, December 12, 2016 5:05 PM
To: Mark Mechlowitz <MarkM@catalystdp.com>
Cc: Bob Lochrane <Bob.Lochrane@lochrane.com>; Jeff Maxwell <JeffM@catalystdp.com>; Turnbull, Allison <ATurnbull@gunster.com>; Frank Porter <Frank.Porter@lochrane.com>
Subject: RE: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

Mark,

I apologize for the delay. Yes, we will have the draft agreement this week – hopefully by Tuesday.

Brian Fields, P.E.
Community Development Director
City of Winter Springs
407-327-7597 (office)
321-388-2757 (cell)

From: Mark Mechlowitz [mailto:MarkM@catalystdp.com]
Sent: Monday, December 12, 2016 8:19 AM
To: Brian Fields
Cc: Bob Lochrane; Jeff Maxwell; Turnbull, Allison; Frank Porter
Subject: RE: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

Good morning Brian,

Can you guy commit to getting us a draft of the development agreement this week? We would like to review it and not have a last minute scramble prior to the next meeting.

Regards,
Mark

Mark Mechlowitz | Partner
Catalyst Development Partners, LLC
NASCLA certified G.C. License #GCQA003919
880 Glenwood Avenue | Suite H | Atlanta, GA 30316
www.catalystdp.com | Main 678.666.1282 | eFax 404.890.5681

From: Brian Fields [mailto:bfields@winterspringsfl.org]
Sent: Wednesday, December 07, 2016 7:55 AM
To: Mark Mechlowitz <MarkM@catalystdp.com>
Cc: Bob Lochrane <Bob.Lochrane@lochrane.com>; Jeff Maxwell <JeffM@catalystdp.com>; Turnbull, Allison <ATurnbull@gunster.com>; Frank Porter <Frank.Porter@lochrane.com>
Subject: RE: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

Mark,

The agreement is not ready and unfortunately we will need to move it to the January 9 City Commission agenda.

In the meantime, there are items that can move forward, if desired, to minimize delays:

1. Revisions to the approved final engineering plans (adding 4 units at the clubhouse, redesign of Michael Blake Boulevard, etc.) can be prepared and submitted to staff for review
2. The plat can be prepared and submitted when it is ready
3. Review / verify that all other permits are in hand or in progress (FDOT, SJRWMD, FDEP, Arbor, etc.)

I will forward the agreement for your team's review as soon as we have it.

Brian Fields, P.E.
Community Development Director
City of Winter Springs
407-327-7597 (office)
321-388-2757 (cell)

From: Mark Mechlowitz [mailto:MarkM@catalystdp.com]
Sent: Tuesday, December 06, 2016 8:30 AM
To: Brian Fields
Cc: Bob Lochrane; Jeff Maxwell; Turnbull, Allison; Frank Porter
Subject: Re: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

Thank you Brian

I will make some travel arrangements accordingly

Regards
Mark

Sent from my iPhone

On Dec 6, 2016, at 7:35 AM, Brian Fields <bfields@winterspringsfl.org> wrote:

> Thanks Mark. We are on the 12/12 agenda, pending having the agreement ready by the end of the day today.
>
> ---
>
> **From:** Mark Mechlowitz [mailto:MarkM@catalystdp.com]
> **Sent:** Tuesday, December 06, 2016 7:32 AM
> **To:** Brian Fields

Cc: Bob Lochrane; Jeff Maxwell; Turnbull, Allison; Frank Porter
Subject: Re: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

Thank you Brian:

Once we receive it we will review it quickly.

Are we confirmed to be on the 12/12 agenda?

Regards,
Mark

Sent from my iPhone

On Dec 6, 2016, at 7:29 AM, Brian Fields <bfields@winterspringsfl.org> wrote:

> Nothing from Anthony yet. I am meeting with him this morning to hopefully finalize it.
>
> **From:** Bob Lochrane [mailto:Bob.Lochrane@lochrane.com]
> **Sent:** Monday, December 05, 2016 1:56 PM
> **To:** Brian Fields
> **Cc:** 'Mark Mechlowitz'; Jeff Maxwell; Turnbull, Allison; Frank Porter
> **Subject:** RE: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA
>
> Brian, thank you! I have copied the Catalyst team so they'll know it should be coming today.
>
> Bob
>
> **Robert J. Lochrane, P.E.**
> Executive Vice President
> MY BIO | V-CARD | LINKEDIN
> Tel: 407.896.3317 x 103
> Fax: 407.896.9167
> Cell: 407.467.6794
> 201 South Bumby Ave. Orlando, FL 32803
>
> **From:** Brian Fields [mailto:bfields@winterspringsfl.org]
> **Sent:** Monday, December 5, 2016 1:23 PM
> **To:** Bob Lochrane <Bob.Lochrane@lochrane.com>
> **Subject:** RE: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA
>
> Anthony says he will have it to me today for the agenda item. I'll keep you posted.
>
> ***Brian Fields, P.E.***
> Community Development Director
> City of Winter Springs
> 407-327-7597 (office)
> 321-388-2757 (cell)

From: Bob Lochrane [mailto:Bob.Lochrane@lochrane.com]
Sent: Monday, December 05, 2016 12:03 PM
To: Brian Fields
Subject: Winter Springs Town Center - Catalyst Apartments 1st Amendment of DA

Brian, any word on when the draft can be released for review by Catalyst?

Bob

Robert J. Lochrane, P.E.
Executive Vice President
MY BIO | V-CARD | LINKEDIN

Tel: 407.896.3317
x 103
Fax: 407.896.9167
Cell: 407.467.6794

201 South Bumby Ave. Orlando, FL 32803

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THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Anthony Garganese
City Attorney of Winter Springs
Garganese, Weiss &
D'Agresta, P.A. 111 N. Orange
Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

(Multi-family/Mixed Use Apartment Project – S.R. 434)

THIS FIRST MODIFICATION OF DEVELOPMENT AGREEMENT (the "First Modification") is made and executed this ____ day of January, 2017 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **WINTER SPRINGS HOLDINGS, INC..,** a Delaware corporation, ("Developer"), whose address is 900 Seventh Street NW, Washington, D.C. 20001.

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Town Center, more particularly described in that certain Development Agreement, dated March 10, 2015, and recorded in the Official Records of Seminole County, Florida at Official Record Book 8446, Pages 1131-1144 ("Original Development Agreement"); and

WHEREAS, on December 14, 2015, the City Commission approved the final engineering plans submitted by the Developer for the Project, subject to a First Modification of Development Agreement which was approved by the City Commission ("Original First Modification"). A copy of said final engineering plans are on file at the City of Winter

Springs City Hall ("Final Engineering Plans"); and

WHEREAS, subsequent to the City Commission's approval of the Final Engineering Plans and the Original First Modification, Developer did not execute the Original First Modification and deliver it to the City; and

WHEREAS, the Parties now desire to amend the Original First Modification approved by the City Commission, and approve and execute this new version of the First Modification as a condition to the Final Engineering Plans and Aesthetic Review approved by the City Commission on December 14, 2015, as if this new First Modification was approved simultaneously with the Final Engineering Plans; and

WHEREAS, the City and Developer desire to set forth the following terms and conditions with respect to the development of the Property; and

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference including, but not limited to, the new definitions created in the parentheticals for the terms "First Modification," "Final Engineering Plans," and "Original Development Agreement." This First Modification shall be deemed a material part and condition of the Final Engineering Plans.

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and pursuant to Section 20-321(b) (2) of the Town Center District Code.

3. **Project Obligations and Commitments**. In consideration of the City and Developer entering into this First Modification, the Developer and the City hereby agree as follows:

(a) **Improvements to the City Collector Road System**. The Final Engineering Plans depict improvements to Michael Blake Boulevard from S.R. 434 to the Cross-Seminole Trail, and Tree Swallow Drive from Tuskawilla Road to Michael Blake Boulevard. Both Michael Blake Boulevard and Tree Swallow Drive are City Collector Roads and are therefore eligible for Transportation Impact Fee Credits. Developer hereby agrees to construct Michael Blake Boulevard and Tree Swallow Drive, at its expense and as depicted on the approved Final Engineering Plans, which plans are described in further detail on Attachment "1" attached hereto, and which improvements include construction of roadway, stormwater, landscape and hardscape improvements~~.~~ (collectively, the "Roadway Improvements"), in exchange for an award from the City of Winter Springs transportation impact fee credits in a maximum amount of Six Hundred Twenty Thousand Four Hundred Thirty Seven and 41/100 Dollars ($620,437.41) (the "Approved Transportation Impact Fee Credit"). The costs eligible for the Transportation Impact Fee Credit shall consist solely of the Developer's actual construction costs for ~~roadway, stormwater, landscape, and hardscape improvements~~ the Roadway Improvements~~within the right-of-way for Michael Blake Boulevard~~

~~and Tree Swallow Drive~~, plus construction of the S.R. 434 westbound right-turn deceleration lane at Michael Blake Boulevard. All construction expenditures eligible for transportation impact fee credits shall be subject to approval by the City Engineer in advance of construction, with such approval not being unreasonably withheld or delayed. Any construction costs over the Approved Transportation Impact Fee Credit shall be the Developer's sole responsibility. Developer agrees to complete construction of ~~Michael Blake Boulevard and Tree Swallow Drive~~the Roadway Improvements and ~~have~~ the City shall accept construction thereof through its applicable site acceptance procedures, prior to the first certificate of occupancy being issued by the City for any apartment building. Prior to final acceptance, Developer shall provide the City with copies of all applicable invoices, receipts, proof of payments, lien releases, warranties, maintenance letters of credit, and all documentation necessary for the City Engineer's approval of the final amount of the Transportation Impact Fee Credit. The City shall not be responsible or liable for providing any transportation impact fee credit which cannot be properly and reasonably documented in writing. The Approved Transportation Impact Fee Credits are eligible to be applied first to the 283 multi-family units in the Initial Phase of the development project and thereafter, any remaining Approved Transportation Impact Fee Credits will be applied to any non-residential land uses first on the portion of the Property on which the Initial Phase will be constructed and then second to any non-residential land uses on the portion of the Property labeled as "Future Development" on the Concept Plan until said Credits are exhausted. ~~until said Credits are exhausted. The Approved Transportation Impact Fee Credits shall not be applied to any portion of the Property located east of Michael Blake Boulevard which is labeled "Future Development" on the Concept Plan.~~ Notwithstanding any of the foregoing, the Approved Transportation Impact Fee Credits shall expire five (5) years from the City Engineer's approval of the final amount of Approved Transportation Impact Fee Credit.

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(b) **Adjusted City Arbor Fee.** The City hereby agrees that the final adjusted City arbor fee for the Project shall be One Hundred Forty-Nine Thousand Six Hundred Sixty and No/100 Dollars ($149,660.00) ("Arbor Fee"). The Arbor Fee is comprised of the following components:

Tree mitigation credits:	$133,500
Specimen tree removal:	$ 5,000
Arbor Permit:	$ 11,160

Developer agrees to pay the Arbor Fee components to the City at such time said payment of each component is required by the City Code.

(c) **Finished Floor Elevations.** The average finished floor elevations as depicted on the Final Engineering Plans are hereby deemed acceptable to the City and in compliance with the Town Center Code. The City acknowledges that the elevations vary depending on the building length and location and that some of the elevations are below and above the 24" requirement set forth in the Town Center Code. However, the City agrees that the overall average of the elevations complies with the intent and purpose of the Town Center Code requirement.

(d) **Balcony Restrictions.** The following covenant shall apply to all apartment balconies:

> Balconies shall be kept clean and tidy at all times by occupants of the units in order to avoid visual clutter and nuisances. No noxious or offensive activities shall be carried on upon any balcony. Draping towels, clothing and other items over balcony rails; storing junk or other non-patio type items upon balconies; storing flammable and combustible liquids; and the use of heat producing appliances including outdoor cooking devices shall be prohibited. Outdoor patio tables and chairs, plants, and small household decorative patio items shall be permissible.

The aforesaid shall be considered a minimum covenant and nothing herein shall prohibit the Developer and any on-site management company or Owner's Association required by Paragraph 3 (g) of the Original Development Agreement from adopting a more stringent balcony covenant. Further, nothing herein is intended to restrict or limit the enforcement of any applicable City Code. The developer ~~and~~ or any on-site management company or Owner's Association shall be required to notify all occupants of units of this and any other applicable balcony covenant in writing at the commencement of each unit occupancy and as often as necessary to ensure compliance. In addition, the Developer ~~and~~ or any on-site management company or Owner's Association shall strictly enforce the aforementioned balcony covenant and shall be liable to the City for failure to adequately enforce the covenant.

(e) **Conveyance of Real Property.** In consideration for the City agreeing to the terms and conditions stated herein, the sufficiency of which are hereby acknowledged by the Developer, the Developer agrees to convey, free and clear of all encumbrances, liens and mortgages, approximately 2.2 acres, more or less, of real property generally depicted as "civic/public area" on Attachment "2~~1~~", which is attached hereto and fully incorporated herein by this reference (Conveyance Property) to be used for municipal purposes pursuant to the Town Center Code. Within sixty (60) days from the effective date of this First Modification, the Developer shall provide the City with an acceptable legal description n of the Conveyance Property. The Developer recognizes and agrees that the southern boundary of the Conveyance Property, which shall be surveyed and legally described, shall also serve as the northern boundary of the future Tree Swallow Road depicted on the Final Engineering Plans. As such, the Developer shall ensure that the southern boundary of the Conveyance Property allows a sufficient amount of real property for the future Tree Swallow Road in accordance with the requirements of the City Code. Said conveyance shall occur by warranty deed within ninety (90) days from the date that the City receives the surveyed legal description required by this First Modification unless the closing time period is extended by mutual consent. The City Attorney will prepare the ordinary and customary closing documents required for the conveyance and the City will be responsible for all closing costs, except that the Developer shall be responsible for any costs related to clearing or remedying any defects of title or encumbrances deemed not reasonably acceptable to the City.

(f) **Decorative Regulatory Signage and Lighting.** Prior to the issuance of a certificate of completion and acceptance of the infrastructure, the Developer and the City shall

enter into a separate Use and Maintenance Agreement outlining responsibilities related to the decorative street lights and signage required by the Final Engineering Plans, including, but not limited to, the cost differential between maintaining standard street lights and signs and the decorative street lighting and design requirements of the Town Center Plan. Said agreement shall substantially conform to the standard decorative street light and signage form agreement that was previously approved by the City Commission to be utilized on a citywide basis which shall be assignable and run with the land. The Developer acknowledges that if the subject Property is ever conveyed to a third party including, but not limited to, a condominium association, the Developer will assign the Use and Maintenance Agreement to the third party for continuation of obligations related thereto which shall run with the land.

(g) **Number of Dwelling Units.** The approved Final Engineering Plans show 279 multi-family units. An additional four (4) multi-family units shall be permitted as part of the Initial Phase of development, subject to City staff review and approval, bringing the total number of multi-family units in the Initial Phase to 283. No additional multi-family units shall be permitted on the Property, and the terms "Commercial/Residential Mixed-Use" and "Residential/Multi-Use/Mixed-Use" are hereby deleted from the Concept Plan and replaced with "Commercial." A revised Concept Plan as set forth in Attachment "~~3~~2" is hereby adopted and incorporated by reference herein.

(h) **Performance and Maintenance Security for Public Improvements.** The Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Infrastructure LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualifies engineer, to be financially sufficient to cover the cost of completion of all public infrastructure improvement within the Michael Blake Boulevard right-of-way, as required by the Final Engineering Plans, including, but not limited to, reconstructing portions of Michael Blake Boulevard, drainage facilities, sidewalks, water and sewer facilities and landscaping. The purpose of the Infrastructure LOC shall be to ensure that the Developer completes the construction and installation of the infrastructure in accordance with the requirements of the Final Engineering Plans. The Infrastructure LOC shall be delivered no later than the Developer commencing construction of the aforementioned public improvements. In addition, the Infrastructure LOC shall be maintained in good standing for the benefit of the City until the infrastructure is accepted by the City. Upon acceptance of the infrastructure by the City, the City shall promptly return the Infrastructure LOC to the Developer.

In addition, at such time the City accepts any and all of the public streets and infrastructure improvement associated with the Final Engineering Plans including, but not limited to, the improvements related to Michael Blake Boulevard, the Developer will deliver to the City an original irrevocable Letter of Credit or cash escrow deposit ("Maintenance LOC") in a dollar amount reasonably determined by the City, based on an estimate by a duly qualified engineer to be financially sufficient to cover the cost of maintenance of the required and installed public streets and improvements for two (2) years after the date of the completion and acceptance by the City. In addition, the Maintenance LOC shall be maintained in good standing for the benefit of the City until it is released by the City, less any applicable deductions related to maintenance costs incurred by the City, promptly at such time the two year period expires. The City reserves the right to require separate Maintenance LOCs if the public infrastructure is completed and

accepted by the City in phases, and, if so required, each acceptance shall be subject to its own two year maintenance term.

4. All other terms of the Original Development Agreement not modified by the provisions of this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF WINTER SPRINGS

By: _____
Charles Lacey, Mayor

ATTEST:

By:_____
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

Dated: _____

CITY SEAL

By: _____
Anthony Garganese, City Attorney for
the City of Winter Springs, Florida

[Signature blocks continued on following page.]

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Signed, sealed and delivered in the presence of the following witnesses:

WINTER SPRINGS HOLDINGS, INC., a Delaware corporation

_____
Signature of Witness

_____
Printed Name of Witness

By:_____
Print name:_____
Its President

_____
Signature of Witness

_____
Printed Name of Witness

DISTRICT OF COLUMBIA

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The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by_____, as President of Winter Springs Holdings, Inc., a Delaware Corporation, on behalf of said corporation. He is personally known to me or produced _____as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

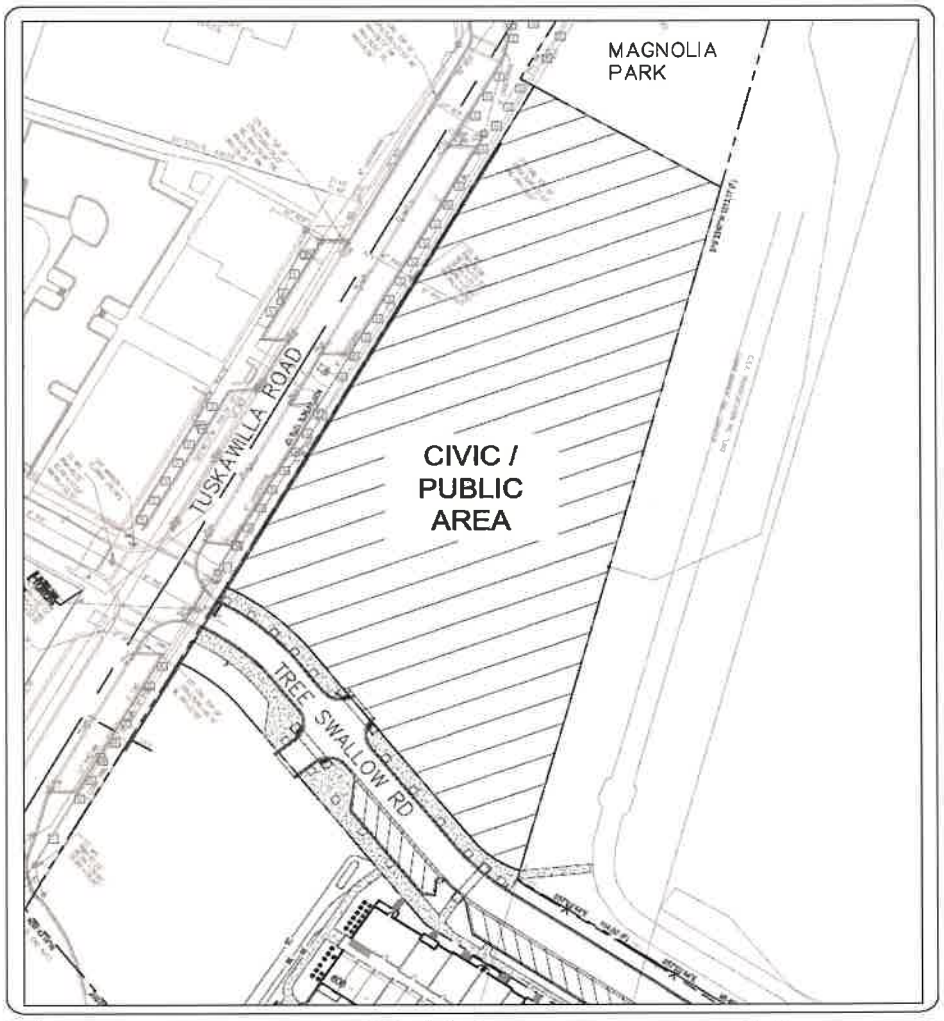
ATTACHMENT "1":
Final Engineering Plan Sheets

Winter Springs Apartments Plan Sheet No.		Revision Date	S/S Date
C1.0	COVER SHEET	11/19/15	11/19/15
C2.0	DEMOLITION PLAN	11/19/15	11/19/15
C3.0	SWPPP PHASE 1 PLAN	10/13/15	11/19/15
C4.0	SWPPP PHASE 2 PLAN	11/19/15	11/19/15
C5.0	SWPPP DETAILS & NOTES	10/13/15	11/19/15
C6.0	MASTER SITE LAYOUT PLAN	11/19/15	11/19/15
C6.1	ROUNDABOUT SIGNAGE AND DETAILS	10/13/15	11/19/15
C6.2	TRUCK ACCESS PLAN	11/19/15	11/19/15
C7.0	SITE PLAN – WEST	11/19/15	11/19/15
C8.0	SITE PLAN – EAST	11/19/15	11/19/15
C9.0	SITE PLAN – NORTH	11/19/15	11/19/15
C10.0	GRADING PLAN – WEST	11/19/15	11/19/15
C11.0	GRADING PLAN – EAST	11/19/15	11/19/15
C12.0	GRADING PLAN – NORTH	11/19/15	11/19/15
C13.0	MASTER UTILITY PLAN	10/13/15	11/19/15
C13.1	WATER SERVICES DETAIL PLAN	11/19/15	11/19/15
C14.0	UTILITY PLAN – WEST	11/19/15	11/19/15
C15.0	UTILITY PLAN – EAST	11/19/15	11/19/15
C16.0	UTILITY PLAN – NORTH	10/13/15	11/19/15
C17.0	PLAN AND PROFILE SHEET 1 – TREE SWALLOW ROAD	11/19/15	11/19/15
C18.0	PLAN AND PROFILE SHEET 2 – TREE SWALLOW ROAD	11/19/15	11/19/15
C19.0	PLAN AND PROFILE SHEET 3 – TREE SWALLOW ROAD	11/19/15	11/19/15
C20.0	PLAN AND PROFILE SHEET 1 – MICHAEL BLAKE BLVD.	11/19/15	11/19/15
C21.0	PLAN AND PROFILE SHEET 2 – MICHAEL BLAKE BLVD.	11/19/15	11/19/15
C22.0	PLAN AND PROFILE SHEET 1 – PERIMETER ROAD	11/19/15	11/19/15
C23.0	PLAN AND PROFILE SHEET 2 – PERIMETER ROAD	11/19/15	11/19/15
C24.0	PLAN AND PROFILE SHEET 3 – PERIMETER ROAD	11/19/15	11/19/15
C25.0	SWALE PLAN	11/19/15	11/19/15
C26.0	STORMWATER POND SHEET	11/19/15	11/19/15
C27.0	LIFT STATION DETAIL	10/13/15	11/19/15
C28.0	WATER DETAILS	11/19/15	11/19/15
C29.0	SANITARY SEWER DETAILS	10/13/15	11/19/15
C30.0	GENERAL SHEET DETAIL SHEET 1	11/19/15	11/19/15
C31.0	GENERAL SHEET DETAIL SHEET 2	10/13/15	11/19/15
C32.0	PERIMTER ROAD CONSTRUCTION MOT PLAN	11/19/15	11/19/15

ATTACHMENT "~~21~~":

Legal Description

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Small Business Enterprise 1979-2015
LOCHRANE Consulting Engineers Surveyors

WSTC PHASE II
CIVIC / PUBLIC AREA
WINTER SPRINGS APARTMENTS
WINTER SPRINGS HOLDINGS, INC.
WINTER SPRINGS, FL

JOB NO: 13034
DATE: 12/09/15
BY: FAP
SCALE: NTS

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Attachment "~~23~~": Revised Pollack Shores Concept Plan

REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Defund Elected Official's Tuition for Leadership Seminole

SUMMARY

Commissioner Diaz has requested the addition of this item to amend the proposed budget to prohibit taxpayer-funded attendance to Leadership Seminole for elected officials. This proposal does not impact staff's ability to attend as a professional development expense and opportunity.

FUNDING SOURCE

The Proposed Budget includes $4,000 for one elected official to attend Leadership Seminole in G/L 001-12-1100-555540 Dues/Reg/Pub

RECOMMENDATION

Discuss Commissioner Diaz's proposal and take whatever action the Commission deems pertinent.

REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Remove UCF Incubator Program Funding

SUMMARY

Commissioner Diaz requested this item to discuss eliminating the $75,000 allocation to the UCF Business Incubator located in Winter Springs. Commissioner Diaz notes that UCF is already publicly funded and is located in another county.

The City of Winter Springs entered into an Economic Development Agreement with the UCF Incubator that was executed October 31, 2024 after approval by the City Commission at their October 14, 2024 meeting. This agreement pledged $75,000 per year for a term of three (3) years but states, "The City may also terminate this Agreement if the City Commission elects, at its sole discretion, during the City' s annual budget adoption proves not to budget and appropriate the annual installment payment required under Section 4.0..."

FUNDING SOURCE

$75,000 is currently included in the FY26 Proposed Budget for the UCF Incubator Program in General Government G/L 001-19-1900-580852 - Private Organizations pursuant to the Economic Development Agreement.

RECOMMENDATION

Discuss Commissioner Diaz's proposal and take whatever action the Commission deems pertinent.

REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

Reduce/Eliminate Duplicative Communications & Promotional Spending

SUMMARY

Commissioner Diaz requested this item be included on the agenda to consider consolidating and scaling back video production and narrative-style messaging across departments and to direct that remaining resources focus solely on transparency and statutory communications.

FUNDING SOURCE

RECOMMENDATION

Discuss Commissioner Diaz's proposal and make any decision the Commission deems pertinent.

REGULAR AGENDA ITEM 504

CITY COMMISSION AGENDA | AUGUST 11, 2025 REGULAR MEETING

TITLE

New Business

SUMMARY

Pursuant to Sec 2-27 (c)(2) of the City Code, "Unless otherwise determined by the city commission, each regular agenda shall have a new business section, in the order on the agenda approved by the city commission, which allows the mayor, any city commissioner, city manager or city attorney an opportunity to raise, if necessary, new issues not on the agenda that require discussion and potential future direction by the city commission. The new business section shall not be used to present items requiring prior public notice or hearing, for reports allowed under subsection (m), or be used as a substitute for timely placing items on the agenda prior to the agenda packet being distributed or as an add-on item as required by subsection (b). The city commission will not take final action on any new business item that is considered a major initiative and/or initiative that would ordinarily require significant city staff research. Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4)."

FUNDING SOURCE

RECOMMENDATION

N/A