



**City of Apopka
Planning Commission
Meeting Agenda
June 12, 2017
5:30 PM @ City Council Chambers**

I. CALL TO ORDER

If you wish to appear before the Planning Commission, please submit a "Notice of Intent to Speak" card to the Recording Secretary.

II. OPENING AND INVOCATION

III. APPROVAL OF MINUTES:

- 1 Approve minutes of the Planning Commission special meeting held May 23, 2017.
- 2 Approve minutes of the Planning Commission special meeting held May 23, 2017.

IV. PUBLIC HEARING:

1. SPECIAL EXCEPTION - MIRACLE GRACE ACADEMY – To allow a Pre-Kindergarten through twelfth Grade private school within a property assigned a commercial zoning category of C-1; property owned by Platinum Eagles 2011, LLC; applicant is Miracle Grace Academy and located at 2250 & 2252 East Semoran Boulevard.
2. CHANGE OF ZONING – THOMPSON HILLS ESTATES (OAK POINTE SOUTH PUD), from Planned Unit Development to Planned Unit Development (New Master Site Plan); for property owned by Thompson Hills Estates LLC (Oak Pointe PUD) and located east of Ocoee Apopka Road, north of McCormick Road. (Parcel ID Nos.: 29-21-28-0000-00-011; 29-21-28-0000-00-016; 29-21-28-0000-00-033; and Portions of: 29-21-28-0000-00-038; 32-21-28-0000-00-004; 32-21-28-0000-00-030)

V. SITE PLANS:

1. FINAL DEVELOPMENT PLAN – LAKE LUCIE EQUESTRIAN TRAIL HEAD – Property owned by the Orange County Board of County Commissioners and the applicant is Borrelli + Partners, c/a Christopher Rice, LA; and located south of the Orange County/Lake County line, west of Rainey Road, east of Plymouth Sorrento Road, street address 43 Rainey Road. (Parcel ID #: 05-20-28-0000-00-003)
2. MASTER SIGN PLAN – PIEDMONT PLAZA – Owned by G and I VIII Piedmont Plaza, LLC, c/o Greenberg Traurig, P.A., and located south of Semoran Boulevard (SR 436), east of Piedmont-Wekiwa Rd. (PARCEL ID #(s): 12-21-28-0000-00-003, 12-21-28-0000-00-025 & 12-21-28-0000-00-024)

VI. OLD BUSINESS:

VII. NEW BUSINESS:

VIII. ADJOURNMENT:

All interested parties may appear and be heard with respect to this agenda. Please be advised that, under state law, if you decide to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which record includes a testimony and evidence upon which the appeal is to be based. The City of Apopka does not provide a verbatim record.

In accordance with the American with Disabilities Act (ADA), persons with disabilities needing a special accommodation to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka, FL 32703, telephone (407) 703-1704, no less than 48 hours prior to the proceeding.

Backup material for agenda item:

- 1 Approve minutes of the Planning Commission special meeting held May 23, 2017.

MINUTES OF THE PLANNING COMMISSION MEETING HELD ON MAY 9, 2017, AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS, APOPKA, FLORIDA.

MEMBERS PRESENT: James Greene, Melvin Birdsong, Tony Foster, Linda Laurendeau, Roger Simpson, and John Sprinkle

ABSENT: Orange County Public Schools (Non-voting)

OTHERS PRESENT: James Hitt – Community Development Director, David Moon, AICP - Planning Manager, Andrew Hand – City Attorney, Pamela Richmond, AICP – Senior Planner, Kyle Wilkes, AICP – Planner II, Suzanne Kidd, Mike Liquori, Reed Berlinsky, Frank Heldrich, Theresa Sargent, and Jeanne Green – CDD Office Manager/Recording Secretary.

OPENING AND INVOCATION: Chairman Greene called the meeting to order and asked for a moment of silent prayer. The Pledge of Allegiance followed.

APPROVAL OF MINUTES: Chairperson Greene asked if there were any corrections or additions to the regular meeting minutes of April 11, 2017, at 5:30 p.m.

Motion: Melvin Birdsong made a motion to approve the Planning Commission minutes from the regular meeting held on April 11, 2017, at 5:30 p.m. and seconded by Roger Simpson. Aye votes were cast by James Greene, Melvin Birdsong, Tony Foster, Linda Laurendeau, and Roger Simpson (5-0).

John Sprinkle arrived at 5:35 p.m.

SWEARING-IN – Attorney Hand swore-in staff, the petitioners, and affected parties for the quasi-judicial items to be discussed.

QUASI-JUDICIAL – FINAL DEVELOPMENT PLAN/PLAT – VISTAS AT WATERS EDGE - Chairperson Greene stated this is a request to recommend approval of the Final Development Plan and Plat for Vistas at Waters Edge. The owner/applicant is Vistas at Waters Edge, LLC. The engineer is Madden, Moorhead & Stokes, Inc. c/o David Stokes, P.E. The property is located south of Hooper Farms Road and west of Binion Road.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No one spoke.

Staff Presentation: Mr. Moon stated this is a request to recommend approval of the Final Development Plan and Plat for Vistas at Waters Edge. The owner/applicant is Vistas at Waters Edge, LLC. The engineer is Madden, Moorhead & Stokes, Inc. c/o David Stokes, P.E. The property is located south of Hooper Farms Road and west of Binion Road. The existing use is vacant land. The future land use is Mixed Use (max. 15 du/ac) and the zoning is Mixed-EC. The proposed development is a single-family residential subdivision with 147 lots. The lots are being proposed with a typical width range of 60 ft. to 75 ft. The square footage of the lots range from a minimum of 7,500 sq. ft. to 24,000 sq. ft. The proposed density is 1.97 du/ac. The tract size is 75.24 +/- acres, of which 74.54 +/- acres are developable. There is also 21.52 +/- acres being designated as open space.

The Vistas at Water's Edge- Master Plan/ Preliminary Development Plan proposes the development of 147 single family residential lots and 21.52 acres of active and passive recreation space. Located within the Mixed-EC zoning district, the Vistas provides a diversity of lot widths and lots sizes as follows:

Lot Widths (Typical)	Number	Percentage
60	101	68.03
65	3	2.04
70	39	27.21
75	4	2.72

The proposed minimum living area, in aggregate of 2,000 square feet, with a no individual unit being less than 1,600 square feet as set forth in Section 2.02.20.B.4 of the Land Development Code. At the time of the final development plan, developer will be requested to establish criteria to assure a 2,000 sq. ft. aggregate is monitored and maintained during the building permit application cycle.

The minimum setbacks applicable to this project are:

Setback	Min. Standard
Front*	25'
Side	10'
Rear	20'
Corner	25'

*Front-entry garage must be setback 30 feet.

Ingress/egress access points for the development will be via full access onto Binion Road with a secondary gated emergency and pedestrian access point west of lot 115 connecting to Binion Road.

There are two (2) retention ponds designed to meet the City's Land Development Code requirements.

Per Section 2.02.20.H.4a of the Land Development Code, developments made up of less than 300 units shall be required to construct a minimum total of 2,000 sq. ft. of facility or facilities for a Neighborhood Activity Center. The developer is providing 21.52 acres of active and passive recreation space and is proposing to construct a 1,720 s.f. clubhouse with swimming pool, picnic area and yoga lawn within the active recreational space. Up to 25% of the Neighborhood Activity Center may be in open type facilities. The developer agreed to place a 30-foot wide landscape buffer along Binion Road and to construct an 11-foot wide multi-use trail. The trail will be dedicated to the City as part of the East Shore Trail System. Furthermore, the Master Plan/PDP included passive parks (aka landscaped focal points) at strategic locations to break up long rows of homes and also provide views of Lake Apopka.

The applicant has provided a thirty (30) feet wide landscape buffer along Binion Road with an eleven (11) feet wide multi-use trail. The applicant has proposed to use a combination of decorative precast and wrought-iron style fence material Binion Road.

The following is a summary of the tree replacement program for this project:

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON MAY 9, 2017, AT 5:30 P.M.

Total inches on-site:	2592
Total number of specimen trees:	29
Total inches removed:	1725
Total inches retained:	867
Total inches replaced:	1725
Total Inches (Post Development):	2592

Developer has obtained a school concurrency mitigation agreement with Orange County Public Schools to address school impacts generated by this residential development. The schools zoned to receive students from this community are the following: Apopka Elementary School, Wolf Lake Middle School and Wekiva High School.

The County was notified at the time of the subdivision plan and plat for this property through the DRC agenda distribution.

The conditions of approval are as follows:

- 1) Add a note that all lots are subject to a five (5.0) foot Street Tree Easement which is located adjacent to the ten foot drainage. This easement is shown on the final development plans.
- 2) Add a note that all lots are subject to a five (5.0) foot side yard drainage and utility easement and these easements should be shown on the plat.
- 3) Add a note that all lots are subject to a 7.5 foot drainage and utility easement on the rear lot lines and these easements should be shown on the plat.
- 4) Need to show and add a note that there is a five (5.0) foot drainage and utility easement around the lift station (Tract LS-1) granted to the City of Apopka for the maintenance of the lift station walls.
- 5) Add a note and better define the 30 foot easement as a “30 foot Drainage Easement” on lots 62 – 100.
- 6) Add a note that states that the 20.0 foot utility easement in Tract OS-3 is dedicated to the City of Apopka.
- 7) Sidewalk needs to be placed within Tract AC-1 and HOA shall be responsible for maintenance of sidewalk. Tract AC-1 Must state that City of Apopka has right to access the tract or state that an easement is placed upon it.

The Development Review Committee recommends approval of the Vistas at Waters Edge – Final Development Plan\Plat subject to the final review by the City surveyor and city engineer prior to recording the plat.

Staff recommends the Planning Commission recommend approval of the Vistas at Waters Edge – Final Development Plan and Plat subject to the Conditions of Approval and final review by the City surveyor and city engineer prior to recording the plat.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON MAY 9, 2017, AT 5:30 P.M.

The role of the Planning Commission for this development application is to advise the City Council to approve, deny, or approve with conditions based on consistency with the Comprehensive Plan and Land Development Code.

This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

In response to a question by Ms. Laurendeau, Mr. Moon stated that the sidewalk at the emergency entrance will be constructed.

Petitioner Presentation: David A. Stokes, P.E., Madden, Moorhead & Stokes, Inc., 431 E. Horatio Avenue, Suite 260, Maitland, Florida, stated he wanted to clarify that the number of units is 143 and not the 147 mentioned in the staff report. He reiterated that the sidewalk would remain adjacent to the emergency entrance and that he was available to answer any other questions.

Affected Party Presentation: None.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Linda Laurendeau made a motion to find the application consistent with the Apopka Comprehensive Plan and Land Development Code, and recommend approval of the Final Development Plan and Plat for Vistas at Waters Edge, subject to the conditions of approval, for the property owned by Vistas at Waters Edge, LLC, and located south of Hooper Farms Road and west of Binion Road. Motion seconded by Tony Foster. Aye votes were cast by James Greene, Melvin Birdsong, Tony Foster, Linda Laurendeau, Roger Simpson, and John Sprinkle. (6-0) (Vote taken by poll.)

OLD BUSINESS: None.

NEW BUSINESS: James Hitt, FRA-RA, Community Development Director, announced that there will be a Special Planning Commission meeting held on May 23, 2017, starting at 5:30 p.m. The Commission will be asked to make recommendations to City Council on the Community Redevelopment Plan 2017 update; the Kelly Park Crossing Form Based Code; and the MU-KPI zoning code.

Additionally, Mr. Hitt reminded the Planning Commission members that there will be a joint workshop with City Council and Planning Commission, on May 25, 2017, at 4:00, for a presentation and review of the proposed Land Development Code update assessment being presented by the City's consultant, Clarion.

ADJOURNMENT: The meeting was adjourned at 5:40 p.m.

James Greene, Chairperson

James K. Hitt
Community Development Director

Backup material for agenda item:

- 2 Approve minutes of the Planning Commission special meeting held May 23, 2017.

MINUTES OF THE PLANNING COMMISSION SPECIAL MEETING HELD ON MAY 23, 2017, AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS, APOPKA, FLORIDA.

MEMBERS PRESENT: James Greene, Melvin Birdsong, Tony Foster, Linda Laurendeau, Jose Molina, Roger Simpson, and John Sprinkle

ABSENT: Orange County Public Schools (Non-voting)

OTHERS PRESENT: James Hitt – Community Development Director, David Moon, AICP - Planning Manager, Andrew Hand – City Attorney, Kyle Wilkes, AICP – Planner II, Robert Sargent – Public Information Officer, Police Chief Michael McKinley, Fire Chief Charles “Chuck” Carnesale, Captain Randall Fernandez, Pat Tyjeski – S&ME, Suzanne Kidd, Theresa Sargent, Jeff Welch, Joel Ivey, Ed Velazquez, Jose Cantero, David Emmel, Jean Emmel, Miranda Fitzgerald, Erika Hughes, Jeb Bittner, Rich Thometz, Elliot Meyer, Alexander H. Smith, Vanessa Cruz, Dustin McGlinchey, and Jeanne Green – Office Manager/Recording Secretary.

OPENING AND INVOCATION: Chairman Greene called the meeting to order and asked for a moment of silent prayer. The Pledge of Allegiance followed.

LEGISLATIVE – CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE AMENDMENT – EXTENSION OF THE TEMPORARY MORATORIUM ON MEDICAL CANNIBIS DISPENSARIES - Chairperson Greene stated this is a request to recommend approval of the extension of the temporary moratorium on the dispensing of medical cannabis within the City of Apopka; prohibiting any and all dispensing of medical cannabis during the moratorium period for any property within the City of Apopka; adopting findings of fact; providing definition; and providing an effective date.

Staff Presentation: David Moon, ACIP, Planning Manager, stated that on May 6, 2015 City Council adopted a medical marijuana ordinance (Ord. No. 2388) that establishes regulations for the cultivation and processing of cannabis, and dispensing of medical marijuana within the City of Apopka through Ordinance No. 2388. On November 16, 2016 City Council adopted a moratorium until May 31, 2017 on the dispensing of medical marijuana. The moratorium does not affect the cultivation or process of cannabis. Ordinance 2569 proposes to extend the moratorium on the dispensing of medical marijuana.

City Council’s adoption of the current medical marijuana ordinance (Ord. No. 2388) occurred in reaction to Florida government enacting the Compassionate Medical Cannabis Act of 2014, which became effective on January 1, 2015. On November 8 Florida voters will decide whether Florida medical marijuana laws and administrative rules should be change to expand applications for medical use of marijuana. The proposed 2016 constitutional amendment addresses has three components: (1) Physician certification, (2) Patient and caregiver identification cards, and (3) Medical Marijuana Treatment Center registration and regulation.

The moratorium (Ord. No. 2526) was needed to because staff believes it is in the best interest of the City to place a temporary moratorium on the dispensing of medical marijuana. Staff will monitor the development of the new DOH rules and recommend amendments to the City’s current medical marijuana ordinance based on the effect that these new rules may have on the interests and goals City Council desires for the Apopka community.

As the State Department of Health has not yet finalized and adopted rules as of May 1, 2017, staff has not had adequate time to evaluate the impact of the State’s medical marijuana rules will have on the City’s medical marijuana ordinance. Therefore, staff is requesting an extension of the current moratorium on medical marijuana dispensing until August 30, 2017.

Staff's recommendation to the Planning Commission is to recommend adoptions of Ordinance No. 2569.

In response to questions by Mr. Foster, Mr. Moon stated that a referendum was adopted that allowed for the sale of medical cannabis that provided more flexibility that was allowed under the previous legislation under what was called "Charlotte's Web." The original legislation limited the level of THC to be processed and the referendum raised the level of THC allowed. The State, through the Florida Department of Health to prepare rules on the dispensing of the medical cannabis. Those rules are still in the review process and that is why the extension of the temporary moratorium is being requested. The moratorium only affects the dispensing. It does not apply to the cultivation or processing. Both the Keene/Clarcona Road and Hermit Smith/Hogshead Designated Grow Areas are zoned primarily Agricultural. There are a few residences and churches in those areas but the primary uses are agricultural in nature. These areas were chosen due to their distance from residential areas as there is an odor associated with cultivating and processing.

In response to questions by Mr. Foster, Police Chief McKinley stated that most of the areas are agricultural. He said that since the referendum that was passed there have been changes to the definitions several times. He said the Florida Department of Health must have the rules for the dispensing of medical cannabis but the end of July. Once those rules are approved, then staff can update the current ordinance with the approved language to make sure the community is safe.

In response to a comment by Chairperson Greene, Chief McKinley that the request to an extension to the moratorium is for the dispensing and not cultivation or processing. He said staff wants to ensure to have the approved language and definitions in the ordinance and to ensure that the dispensing is in areas that are not close to residential areas and will not affect the quality of life of the City residents.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Tony Foster made a motion to recommend adoption of Ordinance No. 2569 to extend the temporary moratorium on the dispensing of medical cannabis within the City of Apopka until August 30, 2017. Motion seconded by John Sprinkle. Aye votes were cast by James Greene, Melvin Birdsong, Tony Foster, Linda Laurendeau, Jose Molina, Roger Simpson, and John Sprinkle (7-0). (Vote taken by poll.)

LEGISLATIVE - COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND USE AMENDMENT – GEORGE THUM, JR – Item pulled from the agenda at the applicant's request.

QUASI-JUDICIAL - CHANGE OF ZONING – GEORGE THUM, JR - Item pulled from the agenda at the applicant's request.

LEGISLATIVE – The Apopka Community Redevelopment Agency's CRA Redevelopment Plan 2017 ~ Update - Chairperson Greene stated this is a request to find the proposed update consistent with the Comprehensive Plan and to recommend approval of the proposed Apopka Community Redevelopment Agency's CRA Redevelopment Plan 2017.

Staff Presentation: James Hitt, FRA-RA, Community Development Director, stated the Community Redevelopment Agency (CRA) and the Apopka City Council approved the first Redevelopment Plan in June 1993. Between the CRA Plan adoption and 2005, numerous projects had been completed that included the

following: State Community Development Block Grants (CDBG) Grants from the State totaling \$1.5 million completed streetscapes on Main Street, Park Avenue, and the original façade program began; the template for the sidewalk replacement program was originated; and new street lighting was completed on various streets in the CRA District.

Since 2005, other projects have continued that included the expansion of the sidewalk and street light programs, and support for economic business development. In addition, new FDOT street lights were installed on Main Street that were more in tune with the size of the street.

In 2006, a revision to the CRA Redevelopment Plan was produced but never adopted. Any new projects could not be established until approved with a new plan. If a project or program is not in the plan, it cannot be paid for by Tax Increment funds.

The new *CRA Plan 2017 ~ update* provides for projects and programs that include multiple opportunities for reinvestment into the CRA District. Primary projects include acquisition and renovation of the 5th Street Parking Lot, which was in the original 1993 Plan and is in the center of Apopka's downtown; the Station Street Shopping Plaza (aka DAT-Downtown Apopka Triangle) that will be a focal event location with shops, up to 45 residential units, parking, and an events plaza with a pavilion; the Residential Fee Assistance Program, that will help with new affordable house by paying down impact fees; the 6th Street Promenade with a Multi-Use Trail starting at Central Ave, down Station Street to 6th Street and to the West Orange Trail, and eventually to the City Center; a multi-use trail connecting the Station Street project to Alonzo Williams Park; and, reinstatement of the Façade Renovation Program for commercial buildings.

Other projects will be introduced as funds become available.

The *CRA Redevelopment Plan 2017 ~ update* will be in effect upon passage of this resolution. Budget amendments during this fiscal year 2017 would need to be completed in order to start some of the programs and projects.

Comprehensive Plan conformance: Attached are the sections of the Comprehensive Plan that are directly associated with the *CRA Redevelopment Plan 2017 ~ update*. The Land Use Analysis section has a summary. Objectives 2, 3 and 5 have Policies that pertain to the CRA Plan. This plan addresses the following:

- Use of the definitions provided for in Chapter 163 Part III as it pertains to CRA's
- Updates and funding mechanisms.
- Addressing parking issues.
- Use of the CRA design guidelines was already put into practice along with the Apopka Design guidelines.
- Off-site drainage facilities for the downtown was created with the construction of Martin Pond.
- The new CRA Plan promotes mixed use and addresses the historical nature of the downtown.
- The CRA Overlay District was previously created.
- New programs and projects are created and continued with this new Plan.

The CRA Redevelopment Trust Fund, established by Ordinance No. 783 on June 16, 1993 utilizing Tax Increment Funding (TIF); State grants & programs; donations.

Staff recommends that the Planning Commission recommend approval of the new CRA Redevelopment Plan 2017 ~ update as to its conformity with the Comprehensive Plan, and recommend approval of Resolution No. 2017-10 to the Apopka City Council.

Mr. Hitt had prepared the original Community Redevelopment Plan in 1993, Ms. Laurendeau commented that it was very nice to have someone who is so familiar with the plan and welcomed him back with the City. She also voiced her support of the triangle.

In response to questions by Mr. Molina, Mr. Hitt stated that this plan does not affect the local sales tax. He stated that as of the first CRA Plan, adopted in 1993, whatever amount of property taxes you have paid or will pay above your 1993 property tax rate, including the Orange County taxes, goes towards the Community Redevelopment Area Trust Fund. One project that may occur is affordable housing in the way of infill by using trust funds to cover impact fees for Fire, Police, Transportation, water, sewer. The Property Appraiser makes adjustments to the property taxes and are limited to three percent increases per year. There is currently 2.3 million dollars in that trust fund. The trust fund is self-perpetuating.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Melvin Birdsong made a motion to find the proposed CRA Redevelopment Plan 2017 ~ Update consistent with the Comprehensive Plan and to recommend approval of Resolution No. 2017-10. Motion seconded by Roger Simpson. Aye votes were cast by James Greene, Melvin Birdsong, Tony Foster, Linda Laurendeau, Jose Molina, Roger Simpson, and John Sprinkle (7-0). (Vote taken by poll.)

Mr. Hitt announced that the CRA Redevelopment Plan ~ 2017 will be brought before the Community Redevelopment Agency and the City Council on June 21, 2017. The Community Redevelopment Agency will meet at 6:00 p.m. and the City Council at 7:00.

LEGISLATIVE – KELLY PARK CROSSING FORM BASED CODE (AKA WEKIVA PARKWAY FORM BASED CODE) - Chairperson Greene stated this is a request to find the proposed amendment consistent with the Comprehensive Plan and to recommend approval of the proposed Kelly Park Crossing Form Based Code.

Staff Presentation: Pat Tyjeski, AICP, Senior Planner, S&ME [a.k.a. Littlejohn Engineering], 1615 Edgewater Drive, Suite 200, Orlando, FL 32804, stated a form-based code must be used to guide development within the Wekiva Parkway Interchange Plan area. A form-based code is a means of guiding and regulating development to achieve a specific urban form or character. Form-based codes create a predictable public realm by guiding physical urban form – such as building design and scale while placing less focus on land use or zoning.

The Wekiva Parkway Interchange Plan, adopted September 15, 2010, promotes the use of a form-based code for the area surrounding the proposed interchange at Kelly Park Road. A primary purpose of the proposed development standards is to create a sustainable community in the Interchange area – a place where people can live, work, play and shop. Objective 19 of the Future Land Use Element (Comp Plan) directs the City to implement a form-based code to further the Wekiva Parkway Interchange Plan.

The proposed form-based code addresses block and street standards, design and mass of buildings, signage, and landscaping. This code is only applicable to the Wekiva Parkway Interchange Plan area, now called the Kelly Park Crossing area.

The form based code is scheduled to be presented for first reading at the June 7, 2017, City Council meeting at 1:30 p.m. and the second reading will be held on June 21, 2017, at 7:00 p.m. He said the process for implementing the form based code is to amend the future land use on a property to the Mixed Use

Interchange designation. The future land use amendment is presented to the Planning Commission for a recommendation to the City Council and then the City Council makes the final decision. The next step is to change the zoning to the Mixed Use Interchange Zoning designation. The change of zoning is presented to the Planning Commission for a recommendation to the City Council and then the City Council makes the final decision. Once the future land use and zoning have been changed, the next step is the presentation of the Overlay District and Master Plan that will include boundaries, areas, design themes, and streets. The future land use amendment is presented to the Planning Commission for a recommendation to the City Council and then the City Council makes the final decision. Any requests for variances or special exceptions will be brought before the Planning Commission for final decision. Once the Overlay District and Master Plan have been approved, the next step is the development plan and constructions plans. These will provide details of the site plans and architectural plans. These plans will be provided to the Development Review Committee and the Community Development Director for review.

Staff's recommendation to the Planning Commission is to find the Kelly Park Crossing Form-Based Code for the Wekiva Parkway Interchange Plan Area to be consistent with the Comprehensive Plan, and Recommend that City Council adopt this Code.

In response to concerns expressed by Mr. Molina, Ms. Tyjeski stated that due to the distance between the downtown area and the Kelly Park Crossing Interchange, the development will have very little effect on the downtown area. She said the idea was to make both areas walkable for the residents in those areas. She said that many areas have more than one activity node. The number of activity nodes are based on population projections.

Mr. Moon stated that the state legislature limits and controls all interchanges in Florida. Due to the limited number of interchanges in this area, there is going to be interest by companies wanting to development in the area because of the access to S.R. 429.

Mr. Foster stated that Winter Park and Winter Garden both have this same type of development.

Chairperson Greene opened the meeting for public hearing.

David Emmel, 3536 Ondich Road, expressed his opposition to the plan and concerns regarding how it would affect his property and the possible creation of enclaves.

Mr. Moon stated that Mr. Emmel resides in Unincorporated Orange County. This plan was mandated by the Legislature in relation to the protection of the Wekiva River and Wekiva Springs. The Florida Legislation controls and limits the number of interchanges along S.R. 429.

In response to a question by Mr. Emmel, Mr. Hitt stated that the City and Orange County entered into a Joint Planning Agreement that controls the annexation of enclaves. He added that the City does not force properties to annex.

Mr. Moon stated that Orange County has reviewed the proposed form based code and did not have any objections.

Miranda Fitzgerald, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive, Orlando, stated she is representing Publix. They plan to development in the Kelly Park Crossing area and have asked for more flexibility in the Kelly Park Crossing Form Based Code. They have concerns regarding the increase in intensity. In particular the Floor Area Ratio (FAR) which is 0.3 FAR. They are currently under contract for a 9 acre tract that includes some outparcels and want to build a 46,000 sq. ft. store. Under the

0.3 FAR they would be required to build a store that is 117,000 sq. ft. which is not feasible for Publix at this time. The market would not support a store that size. What they need is 0.15 FAR. Additionally, the maximum allowable block width is 300 linear feet. Their building is longer than 300 feet.

Ms. Fitzgerald expressed concerns that the plan is very optimistic in the manner that it transitions from rural to urban. She does not believe there are not enough roof tops to warrant the transition being proposed. She stated that without the plan being more flexible, applicants are going to have to request more variances. Staff has the latitude to approve up to variances up to 10%; however any variance request that is brought before the Planning Commission could not include a self-created hardship. At some point the City may be inundated with variance requests. It would be better if more flexibility is included in the initial plan to avoid that happening.

Mr. Moon stated that staff is taking those concerns into consideration and will continue working with Ms. Tyjeski on recommendations based on market demands and changes that will occur over time.

Erika Hughes, VHB, 225 E. Robinson Street, Suite 300, Orlando, expressed concerns with inconsistencies in the proposed form based code when referring an applicant to other documents. During their review they found several instances where they were referred to the development design guidelines that contradicted what was in the form based code.

In response to a question by Mr. Foster, Ms. Hughes stated that she was representing VHB and a couple of property owners in the area. She said she submitted a letter to staff that expresses their concerns.

In response to a question by Mr. Simpson, Mr. Moon stated that several pre-application meetings will be held prior to development occurring.

Chairperson Greene said that the Planning Commission makes recommendations to the City Council. Any issues or concerns may also be brought before the City Council.

Joel Ivey, Ivey Planning Group, LLC, 691 Keeneland Pike, Lake Mary, stated that he represents Rochelle Holdings, LLC. Rochelle Holdings is the applicant for the Kelly Park Crossing DRI. The entitlement program has been submitted, reviewed, and approved by the City. This includes approximately 1,500 + residential units, a few million square feet of retail, a few million feet of office/warehouse/industrial and other uses such as hospital and a college. We have worked with staff with regard to the form based code for some time. We encourage the Commission to recommend approval to the City Council. We have concerns as well such as the flexibility and will continue to work with staff. We have concerns about the floor area ration and the prohibition of cul-de-sacs. He said he is very optimistic that these issues can be worked out.

Jimmy Crawford, Merideth Nagel Law Firm, 1201 W. Hwy. 50, Clermont, stated that he represents Cantero Holdings, which owns 88 acres in the area being discussed. He expressed his concerns regarding the lack of flexibility. He said they see flexibility in implementation is key to any development. He expressed concerns about requiring variances which most developers would not be able to meet that code.

With no one else wishing to speak, Chairperson Greene closed the public hearing.

In response to a question by Mr. Molina, Mr. Moon stated that there are a number of property owners who are ready to move forward. Currently the Land Development Code is being updated and the form based code must be consistent with that code. There is an opportunity to compare the two to ensure compatibility between the

two codes. We don't want to miss the economic opportunity. The form based code may not meet the needs to all of the applicants wanting to come to this area and there will probably be amendments to the code. He said Winter Park Village used to be a mall and was converted into a form based code development. As more residential development moves into that area there will be more intense commercial development.

In response to questions by Mr. Molina, Ms. Tyjeski stated that there is a section called modification of standards. We did not want everyone to have to come in and file a variance. What this means is if someone comes in for a modification that is 10% or less, the modification can be approved administratively. If the modification is 10 to 30% it will go before the Planning Commission. If the modification is 30% or more then we are getting into the area of why have the requirement, then there needs to be a hardship. That is when a variance would be required. There are review criteria to determine the percentage of modification.

Mr. Moon stated that Baldwin Park and Celebration are similar types of development; however there were only one or two owners in those areas. This area is different due to the large number of owners.

Motion: **Roger Simpson made a motion to find the proposed Kelly Park Crossing Form Based Code consistent with the Comprehensive Plan and to recommend approval of same. Motion seconded by John Sprinkle. Aye votes were cast by James Greene, Melvin Birdsong, Tony Foster, Linda Laurendeau, Jose Molina, Roger Simpson, and John Sprinkle (7-0). (Vote taken by poll.)**

LEGISLATIVE – KELLY PARK INTERCHANGE MIXED USE ZONING DISTRICT -
Chairperson Greene stated this is a request to find the proposed amendment consistent with the Comprehensive Plan and to recommend approval of the proposed Kelly Park Crossing Form Based Code.

Staff Presentation: Ms. Tyjeski stated that local governments hosting an interchange along the proposed Wekiva Parkway are mandated by the Wekiva Parkway and Protection Act, Chapter 369.321, Florida Statutes, to adopt an interchange land use plan into their comprehensive plans. To address this State mandate, in September 2010 the City Council approved the Wekiva Parkway Interchange Plan. Recommendations from this study have been incorporated into the Comprehensive Plan in 2011.

Policy 20.4, Future Land Use Element, of the Comprehensive Plan requires the City to adopt a Form-Based Code prior to adopting any development plan within the Kelly Park Interchange area. Also, Policy 20.21 requires a Mixed Use Interchange Zoning District for land within the Kelly Park Interchange Area.

The proposed Kelly Park Mixed Use Zoning District and the Form Base Code satisfy the requirements set forth in the City's Comprehensive Plan. Applicable only to lands within or straddling the Kelly Park Interchange Vision Area (aka Wekiva Parkway Interchange Vision Plan Area), the Kelly Park Interchange Mixed Use District will also be supported by a Form-Based Code to guide land development and use of land.

The Development Review Committee recommends approval of the amendment to the City of Apopka, Code of Ordinances, Part III, Land Development Code, Article II – to create a new section 2.02.21 entitled “Kelly Park Interchange Mixed Use Zoning District.”

The Staff recommends approval of the amendment to the City of Apopka, Code of Ordinances, Part III, Land Development Code, Article II to create a new section 2.02.21 entitled “Kelly Park Interchange Mixed Use Zoning District.”

MINUTES OF THE PLANNING COMMISSION SPECIAL MEETING HELD ON MAY 23, 2017, AT 5:30 P.M.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Linda Laurendeau made a motion to find the proposed Land Development Code, Article II, Kelly Park Crossing Mixed Use zoning district consistent with the Comprehensive Plan and recommend approval of the Kelly Park Crossing Mixed Use Zoning District. Motion seconded by Tony Foster. Aye votes were cast by James Greene, Melvin Birdsong, Tony Foster, Linda Laurendeau, Jose Molina, Roger Simpson, and John Sprinkle (7-0). (Vote taken by poll.)

OLD BUSINESS: None.

NEW BUSINESS: Mr. Foster stated that when he was in Toledo, Ohio, he went into what they call “The Hen Store” to purchase his wife a Toledo Mud Hen jersey. He suggested that Apopka should come up with something similar.

ADJOURNMENT: The meeting was adjourned at 7:19 p.m.

James Greene, Chairperson

James K. Hitt
Community Development Director

Backup material for agenda item:

1. SPECIAL EXCEPTION - MIRACLE GRACE ACADEMY – To allow a Pre-Kindergarten through twelfth Grade private school within a property assigned a commercial zoning category of C-1; property owned by Platinum Eagles 2011, LLC; applicant is Miracle Grace Academy and located at 2250 & 2252 East Semoran Boulevard.



CITY OF APOPKA PLANNING COMMISSION

<u>X</u>	PUBLIC HEARING	MEETING OF:	June 12, 2017
<u> </u>	SPECIAL REPORTS	FROM:	Community Development
<u> </u>	PLAT APPROVAL	EXHIBITS:	Vicinity Map
<u>X</u>	OTHER: Special Exception		Adjacent Zoning Map
			Adjacent Uses Map
			Existing Uses Map
			Exhibit 'A' – PC 05-24-16 Staff Report
			Exhibit 'B' – PC 05-24-16 Minutes

SUBJECT: AMENDMENT TO THE MIRACLE GRACE ACADEMY SPECIAL EXCEPTION

Parcel ID Number: 12-21-28-0000-00-014

Request: APPROVE AMENDMENT TO THE SPECIAL EXCEPTION TO ALLOW A PRE-KINDERGARTEN THROUGH TWELFTH GRADE PRIVATE SCHOOL WITHIN A PROPERTY ASSIGNED A COMMERCIAL ZONING CATEGORY OF C-1.

SUMMARY:

OWNER:	Platinum Eagles 2011, LLC
APPLICANT:	Miracle Grace Academy
LOCATION:	2250 & 2252 E Semoran Boulevard
LAND USE:	Commercial (max 0.25 FAR)
ZONING:	C-1 (Retail Commercial)
EXISTING USE:	Retail shopping center
PROPOSED USE:	Private Pre-Kindergarten through Twelfth Grade school not to exceed 50 students or 5,000 sq. ft. in size.
TRACT SIZE:	5.29 +/- acres

DISTRIBUTION:

Mayor Kilsheimer	Finance Director	Public Ser. Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Dev. Director	Police Chief	Recreation Director

ADDITIONAL COMMENTS: Within the C-1 (Retail Commercial) zoning category, a school is a special exception use requires Planning Commission action. The current special exception allows a pre-kindergarten through second grade private school. The application to amend the approved special exception requests to expand the grade levels through twelfth grade, with an anticipated enrollment of 25-35 students. Location of the school remains at the current site --tenant space at 2250 and 2252 East Semoran Blvd. (Wekiva Corners shopping center). The applicant received approval in 2016 for a kindergarten through second grade private school. In addition, the applicant will use the tenant space for adult continuing education/tutoring, which is permitted within the C-1 zoning district.

The property is presently assigned a Future Land Use Designation of “Commercial” and a zoning category of C-1 (Retail Commercial). School and institutional uses are allowed as a Special Exception in the C-1 zoning district per Section 2.02.02B.5.d of the Land Development Code, provided the use will not create adverse circumstances affecting the health, safety, and general welfare of the public.

- A. Relationship to Adjacent Properties: Zoning and existing land use assigned to adjacent and nearby properties appears in the attached exhibits. The character of the area surrounding the subject property is described as follows:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Commercial (max 0.25 FAR)	C-1	Sonny’s BBQ/Wells Fargo
East (City)	Commercial (max 0.25 FAR)	C-1	Muffler Man
South (City)	Residential High (0-15 du/ac)	PUD	Oasis at Wekiva Apartments
West (City)	Commercial (max 0.25 FAR)	C-1	Retail Commercial (Stinson Center)

- B. Special Exception Development Standards. Article II of the Land Development Code establishes development standards specific to special exceptions. These standards are intended to reduce any impacts from the proposed special exception use on adjacent properties.

- C. Special Exception Conditions of Use.

1. The number of ~~kindergarten~~ pre-kindergarten through ~~second-grade~~ twelfth grade students (full-time equivalent) shall not exceed 50.
2. The total floor area of the proposed private school shall not exceed 5,000 sq. ft., all floor area of the school shall be contiguous, and access to all classrooms shall occur from internal to the building.
3. No outdoor activities related to this proposed special exception use shall occur except for such activities authorized through a special event permit approved by the City.
4. The Special Exception Use only applies to land contained within Parcel No. 12-21-28-0000-00-014 as of the date of the adoption hearing.
5. This Special Exception authorization expires if (a) the applicant fails to obtain a certificate of occupancy or a business tax receipt within two years from the date of the Special Exception approval; and (b) the Special Exception Use has vacated the parcel for more than 180 consecutive days.

DULY ADVERTISED:

May 26, 2017 - Public Hearing Notice

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the amendment to the Miracle Grace Academy Special Exception to allow a private Pre-Kindergarten through Twelfth Grade school not to exceed 50 students and 5,000 sq. ft. floor area in size within a C-1 zoning district subject to the special exception conditions within the Staff Report.

Recommended Motion: Approve an amendment to the Miracle Grace Academy Special Exception Use to allow a private Pre-Kindergarten through Twelfth Grade subject to the Special Exception Conditions of Use at its current approved location.

Planning Commission Role - Pursuant to the City of Apopka Code of Ordinances, Part III, Land Development, Article XI, Section 11.05.D.1 the Planning Commission has the authority to take final action on a special exception application. Therefore, the Planning Commission may approve, deny or approve with conditions this application. An applicant may appeal the Planning Commission action to the City Council.



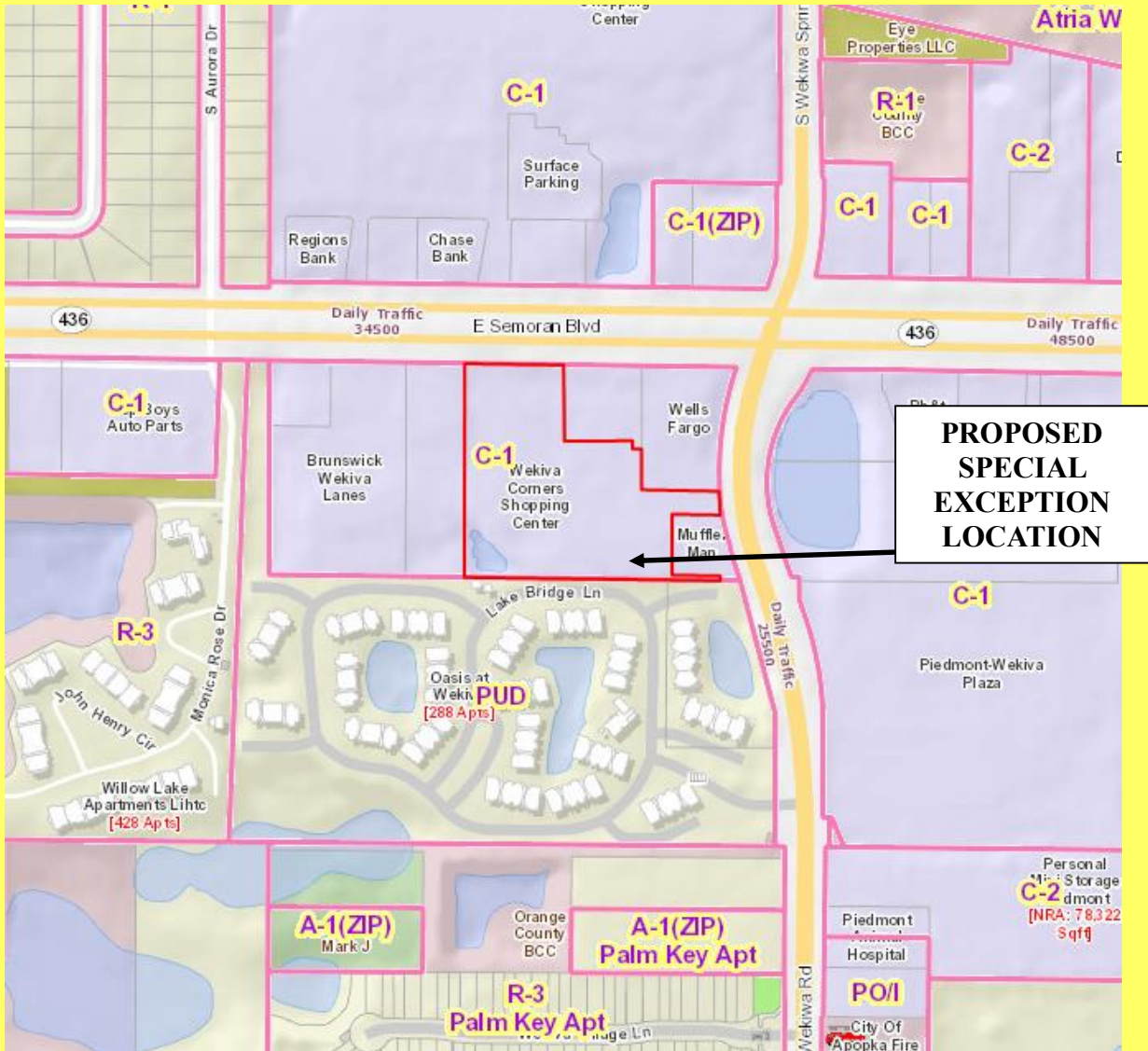
Miracle Grace Academy
Proposed Amendment to an Approved Special Exception
To allow a private Pre-Kindergarten – Twelfth Grade school
Located on property assigned a Commercial Land Use Designation
5.92 +/- Acres
Parcel ID #: 12-21-28-0000-00-014

VICINITY MAP



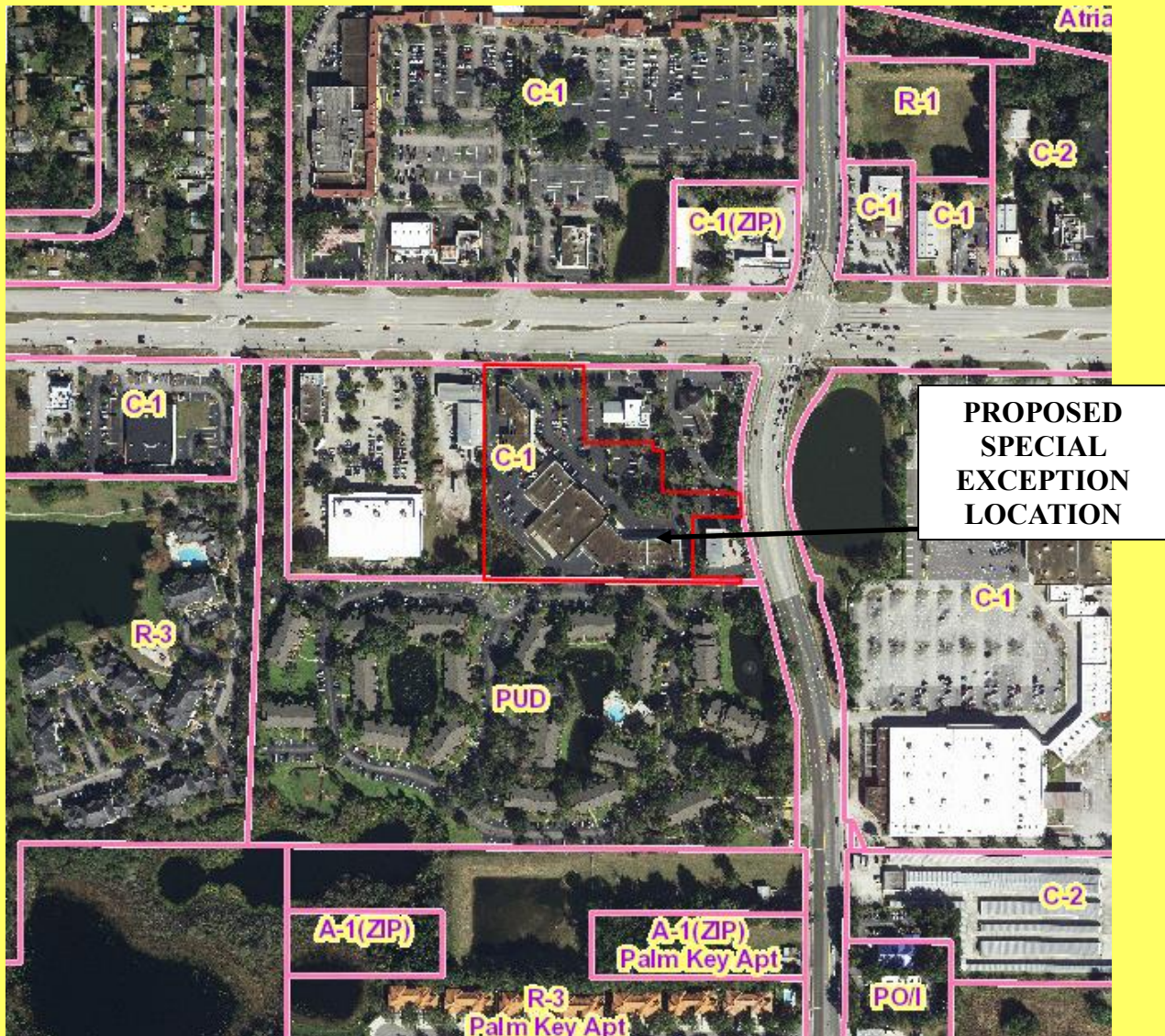


ADJACENT ZONING MAP





ADJACENT USES





EXISTING USES



**PROPOSED
SPECIAL
EXCEPTION
LOCATION**



CITY OF APOPKA PLANNING COMMISSION

<input checked="" type="checkbox"/> PUBLIC HEARING	MEETING OF:	May 24, 2016
<input type="checkbox"/> SPECIAL REPORTS	FROM:	Community Development
<input type="checkbox"/> PLAT APPROVAL	EXHIBITS:	Vicinity Map
<input type="checkbox"/> OTHER:		Adjacent Zoning Map
		Adjacent Uses Map
		Existing Uses Map

SUBJECT: MIRACLE GRACE ACADEMY SPECIAL EXCEPTION

Parcel ID Number: 12-21-28-0000-00-014

Request: APPROVE THE SPECIAL EXCEPTION TO ALLOW A KINDERGARTEN THROUGH SECOND GRADE PRIVATE SCHOOL WITHIN A PROPERTY ASSIGNED A COMMERCIAL ZONING CATEGORY OF C-1.

SUMMARY:

OWNER: Wekiva Corners Inc.

APPLICANT: Miracle Grace Academy

LOCATION: 2250 & 2252 E Semoran Boulevard

LAND USE: Commercial (max 0.25 FAR)

ZONING: C-1 (Retail Commercial)

EXISTING USE: Retail shopping center

PROPOSED USE: Private Kindergarten through Second Grade school not to exceed 50 students or 5,000 sq. ft. in size.

TRACT SIZE: 5.29 +/- acres

DISTRIBUTION:

Mayor Kilsheimer	Finance Director	Public Ser. Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Dev. Director	Police Chief	

STAFF REPORT: Within the C-1 (Retail Commercial) zoning category, a school is a special exception use requires Planning Commission action. The current application requests to use the commercial tenant space at 2250 and 2252 East Semoran Blvd. (Wekiva Corners shopping center) for a kindergarten through second grade private school with an anticipated enrollment of 25 to 35 students.

The property is presently assigned a Future Land Use Designation of “Commercial” and a zoning category of C-1 (Retail Commercial). School and institutional uses are allowed as a Special Exception in the C-1 zoning district per Section 2.02.02B.5.d of the Land Development Code, provided the use will not create adverse circumstances affecting the health, safety, and general welfare of the public.

- A. Relationship to Adjacent Properties: Zoning and existing land use assigned to adjacent and nearby properties appears in the attached exhibits. The character of the area surrounding the subject property is described as follows:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Commercial (max 0.25 FAR)	C-1	Sonny’s BBQ/Wells Fargo
East (City)	Commercial (max 0.25 FAR)	C-1	Muffler Man
South (City)	Residential High (0-15 du/ac)	PUD	Oasis at Wekiva Apartments
West (City)	Commercial (max 0.25 FAR)	C-1	Retail Commercial (Stinson Center)

- B. Special Exception Development Standards. Article II of the Land Development Code establishes development standards specific to special exceptions. These standards are intended to reduce any impacts from the proposed special exception use on adjacent properties.

- C. Special Exception Conditions of Use.

1. The number of kindergarten through second grade students (full-time equivalent) shall not exceed 50.
2. The total floor area of the proposed private school shall not exceed 5,000 sq. ft., all floor area of the school shall be contiguous, and access to all classrooms shall occur from internal to the building.
3. No outdoor activities related to this proposed special exception use shall occur except for such activities authorized through a special event permit approved by the City.
4. The Special Exception Use only applies to land contained within Parcel No. 12-21-28-0000-00-014 as of the date of the adoption hearing.
5. This Special Exception authorization expires if (a) the applicant fails to obtain a certificate of occupancy or a business tax receipt within two years from the date of the Special Exception approval; and (b) the Special Exception Use has vacated the parcel for more than 180 consecutive days.

DULY ADVERTISED:

April 22, 2016 - Public Hearing Notice

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the Miracle Grace Academy Special Exception to allow a private Kindergarten through Second Grade school not to exceed 50 students or 5,000 sq. ft. floor area in size within a C-1 zoning district subject to the special exception conditions within the Staff Report.

The **Planning Commission**, at its meeting on May 10, 2016, Tabled (4/3) the Special Exception request from Miracle Grace Academy until the May 24, 2016 meeting to allow the Planning Commission further time to review the special exception request.

Recommended Motion: Approve the Miracle Grace Academy Special Exception Use to allow a private Kindergarten through Second Grade subject to the Special Exception Conditions of Use.

Planning Commission Role - Pursuant to the City of Apopka Code of Ordinances, Part III, Land Development, Article XI, Section 11.05.D.1 the Planning Commission has the authority to take final action on a special exception application. Therefore, the Planning Commission may approve, deny or approve with conditions this application. An applicant may appeal the Planning Commission action to the City Council.



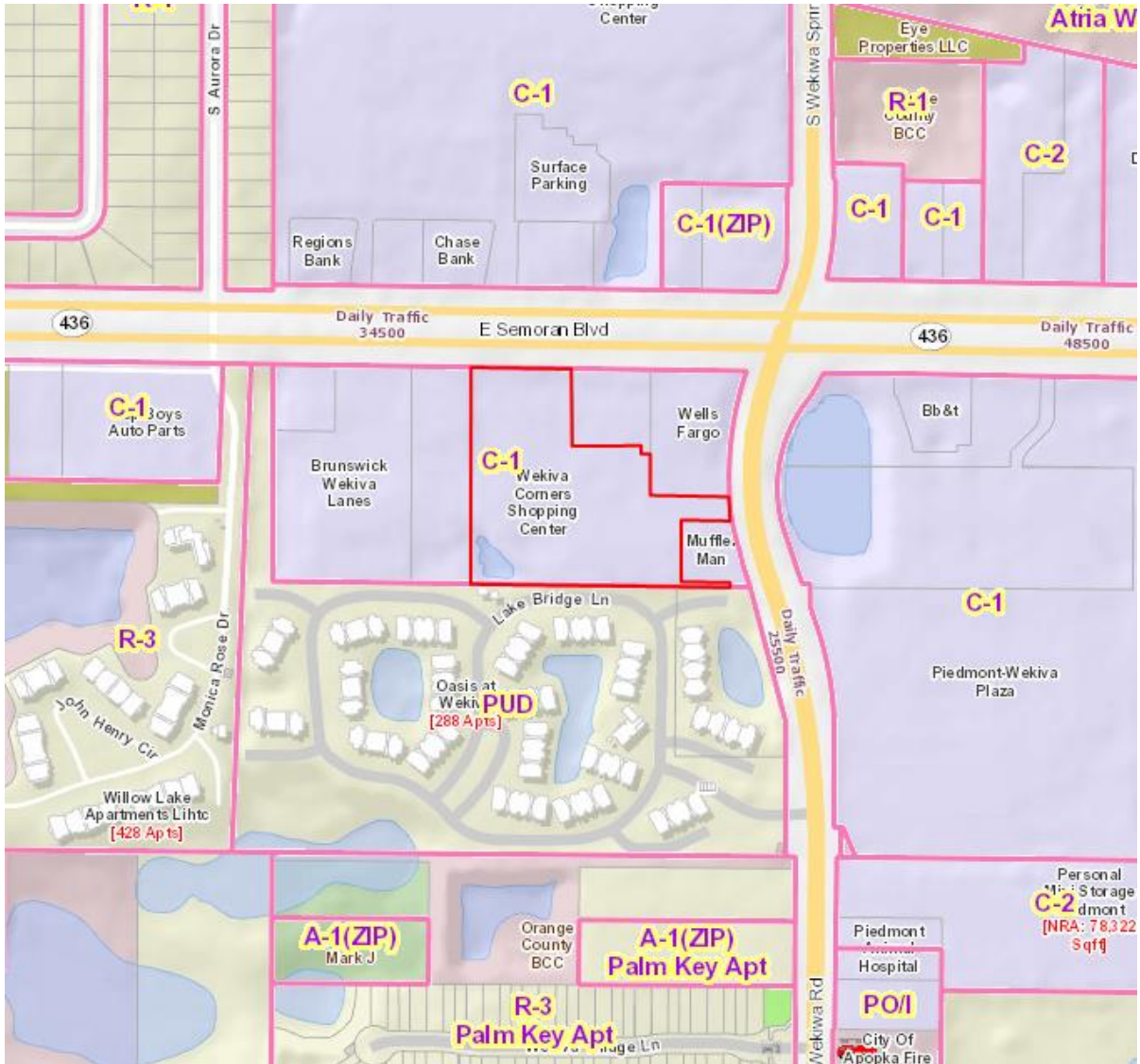
Miracle Grace Academy
Proposed Special Exception
To allow a private Kindergarten – Second Grade school
Located on property assigned a Commercial Land Use Designation
5.92 +/- Acres
Parcel ID #: 12-21-28-0000-00-014

VICINITY MAP



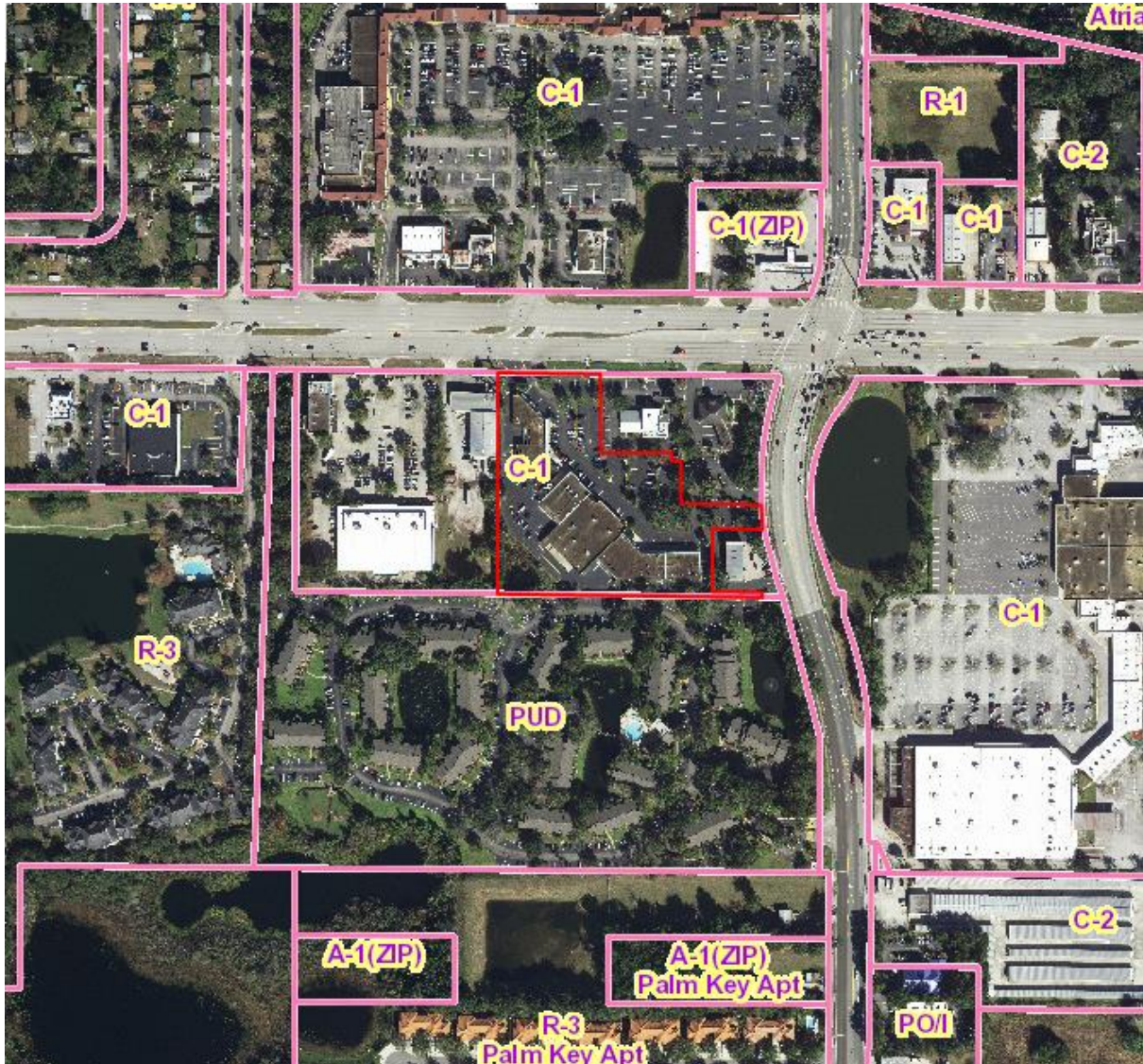


ADJACENT ZONING MAP





ADJACENT USES





EXISTING USES



MINUTES OF THE PLANNING COMMISSION SPECIAL MEETING HELD ON MAY 24, 2016, AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS, APOPKA, FLORIDA.

MEMBERS PRESENT: James Greene, Robert Ryan, Melvin Birdsong, Tony Foster, Linda Laurendeau, Jose Molina, and Roger Simpson

ABSENT: Orange County Public Schools (Non-voting)

OTHERS PRESENT: Mark Reggentin, AICP – Community Development Director, David Moon, AICP - Planning Manager, Andrew Hand, Esq., Rogers Beckett – Special Projects Coordinator, Kyle Wilkes, AICP – Planner II, Robert Sargent – Public Information Officer, Herbert Jones, Terri Jones, Randy June, Jimmy Dunn, Dale Feswich, Suzanne Kidd, and Jeanne Green – Community Development Department Office Manager/Recording Secretary.

OPENING AND INVOCATION: Chairman Greene called the meeting to order and asked for a moment of silent prayer. The Pledge of Allegiance followed.

APPROVAL OF MINUTES: Chairperson Greene asked if there were any corrections or additions to the regular meeting minutes of May 10, 2016, at 5:30 p.m. minutes.

Motion: Melvin Birdsong made a motion to approve the Planning Commission minutes from the regular meeting held on May 10, 2016, at 5:30 p.m. and seconded by Jose Molina. Aye votes were cast by James Greene, Robert Ryan, Melvin Birdsong, Tony Foster, Linda Laurendeau, and Jose Molina (6-0).

SWEARING-IN - Mr. Hand swore-in staff, the petitioners, and affected parties.

QUASI-JUDICIAL – SPECIAL EXCEPTION - Chairperson Greene stated that pursuant to Section 11.05.00.A. of the Code of Ordinances, the Planning Commission may review and approve special exception requests. This is a request to approve a special exception to allow a kindergarten through second grade private school within a property assigned a C-1 (Commercial) zoning designation. The property, Wekiva Corners Shopping Center, is owned by Platinum Eagles 2011, LLC, and located at 2250 and 2252 East Semoran Boulevard.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. Mr. Ryan and Mr. Molina stated they had made site visits to the proposed project location.

The following is the staff report presented at the May 10, 2016, Planning Commission meeting:

“Staff Presentation: David Moon, AICP, Planning Manager, stated this is a request to approve a special exception to allow a kindergarten through second grade private school within a property assigned a C-1 (Commercial) zoning designation. The property, Wekiva Corners Shopping Center, is owned by Platinum Eagles 2011, LLC, and located at 2250 and 2252 East Semoran Boulevard. The future land use is Commercial (Max. 0.25 FAR) and the zoning is C-1. The existing use is a retail shopping center. The proposed use is a kindergarten through second grade private school not to exceed 50 students or 5,000 sq. ft. in size. The tract size is 5.29.

Within the C-1 (Retail Commercial) zoning category, a school is a special exception use requires Planning Commission action. The current application requests to use the commercial tenant space at 2250 and 2252 East Semoran Blvd. (Wekiva Corners shopping center) for a kindergarten through second grade private school with an anticipated enrollment of 25 to 35 students.

The property is presently assigned a Future Land Use Designation of “Commercial” and a zoning category of C-1 (Retail Commercial). School and institutional uses are allowed as a Special Exception in the C-1 zoning district per Section 2.02.02B.5.d of the Land Development Code, provided the use will not create adverse circumstances affecting the health, safety, and general welfare of the public.

- A. Relationship to Adjacent Properties: Zoning and existing land use assigned to adjacent and nearby properties appears in the attached exhibits. The character of the area surrounding the subject property is described as follows:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Commercial (max 0.25 FAR)	C-1	Sonny’s BBQ/Wells Fargo
East (City)	Commercial (max 0.25 FAR)	C-1	Muffler Man
South (City)	Residential High (0-15 du/ac)	PUD	Oasis at Wekiva Apartments
West (City)	Commercial (max 0.25 FAR)	C-1	Retail Commercial (Stinson Center)

- B. Special Exception Development Standards. Article II of the Land Development Code establishes development standards specific to special exceptions. These standards are intended to reduce any impacts from the proposed special exception use on adjacent properties.

- C. Special Exception Conditions of Use.

1. The number of kindergarten through second grade students (full-time equivalent) shall not exceed 50.
2. The total floor area of the proposed private school shall not exceed 5,000 sq. ft., all floor area of the school shall be contiguous, and access to all classrooms shall occur from internal to the building.
3. No outdoor activities related to this proposed special exception use shall occur except for such activities authorized through a special event permit approved by the City.
4. The Special Exception Use only applies to land contained within Parcel No. 12-21-28-0000-00-014 as of the date of the adoption hearing.
5. This Special Exception authorization expires if (a) the applicant fails to obtain a certificate of occupancy or a business tax receipt within two years from the date of the Special Exception approval; and (b) the Special Exception Use has vacated the parcel for more than 180 consecutive days.

The Development Review Committee recommends approval of the Miracle Grace Academy Special Exception to allow a private Kindergarten through Second Grade school not to exceed 50 students or 5,000 sq. ft. floor area in size within a C-1 zoning district subject to the special exception conditions within the Staff Report.

The recommended motion is to approve the Miracle Grace Academy Special Exception Use to allow a private Kindergarten through Second Grade subject to the Special Exception Conditions of Use.

Planning Commission Role - Pursuant to the City of Apopka Code of Ordinances, Part III, Land Development, Article XI, Section 11.05.D.1 the Planning Commission has the authority to take final action on a special exception application. Therefore, the Planning Commission may approve, deny or approve with conditions this application. An applicant may appeal the Planning Commission action to the City Council.”

Petitioner Presentation: None provided.

Affected Party Presentation: None.

Chairperson Greene opened the meeting for public hearing.

Suzanne Kidd, 1260 Lexington Parkway, Apopka, expressed her opposition to approval of the Special Exception request without requiring a site plan of the proposed building layout.

Mr. Moon stated that the Code does not require a site plan for a special exception request. Any interior build-out will be handled through the Building Permit process and will have to meet all State building codes.

Mr. Hand reminded the Commission that their decision must be based on the Special Exception code. He said that even if a site plan had been presented it would not be considered evidence.

With no one else wishing to speak, Chairperson Greene closed the public hearing.

In response to a question by Chairperson, Greene, Ms. Jones stated that she would not have a problem with the Commission adding a condition of approval that required a parent or legal guardian to drop off or pick up the children.

Motion: Tony Foster made a motion to approve the Special Exception request, as presented, to allow a Kindergarten through Second Grade Private School at the property located at 2250 and 2252 East Semoran Boulevard. Motion seconded by Melvin Birdsong. Aye votes were cast by James Greene, Robert Ryan, Melvin Birdsong, Tony Foster, Linda Laurendeau, and Jose Molina (6-0). (Vote taken by poll.)

Commission member Roger Simpson arrived at 5:40 p.m.

The Commission unanimously agreed to rearrange the Agenda to hear the Wekiva Parkway Industrial Park Preliminary Development Plan before the Mass Grading Plan.

QUASI-JUDICIAL – PRELIMINARY DEVELOPMENT PLAN – WEKIVA PARKWAY INDUSTRIAL PARK – Chairperson Greene stated this is a request to recommend approval of the Preliminary Development Plan for Wekiva Parkway Industrial Park owned by Mid-Florida Freezer Warehouse, Ltd., and located south of General Electric Road, west of the Western Beltway (S.R. 429). The

applicant and engineering firm is June Engineering Consultants, Inc., c/o Jeffrey A. Sedloff, P.E. This request is quasi-judicial and all testimony before the Planning Commission is sworn testimony.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. None.

Staff Presentation: Rogers Beckett, Special Projects Coordinator, stated this is a request to recommend approval of the Preliminary Development Plan for the Wekiva Parkway Industrial Park owned by Mid-Florida Freezer Warehouse, Ltd., and located south of General Electric Road, west of the Western Beltway (S.R. 429). The applicant and engineering firm is June Engineering Consultants, Inc., c/o Jeffrey A. Sedloff, P.E. The future land use is Industrial and the zoning is I-1. The existing use is vacant land and the proposed use is an industrial park. The overall tract size is 140.47 +/- acres.

The Wekiva Parkway Industrial Park - Preliminary Development Plan is a 140 +/- acres industrial site, which will consist of seven (7) individual lots ranging from nine (9) to fifteen (15) acres in size and developed in four (4) phases. This site is located south of General Electric Road, east of Hermit Smith Road and west S.R. 429.

The site will be serviced by City water, sewer and reclaimed water. There are two proposed access points to the site with the primary entrance point being located on General Electric Road and a secondary access point located onto Hermit Smith Road. There is currently an unnamed and unmaintained road right-of-way running through the center of the property. Prior to final plat approvals the applicant will be requesting to vacate of the right-of-way.

The stormwater management system will be handled by three on-site dry retention ponds. The stormwater ponds have been designed to meet the City's Land Development Code requirements.

Landscaping for the all lots, tracts and roadway buffers will occur at the construction of each individual lot. The applicant proposes that the construction of all buffer requirements will be constructed on a lot-by-lot basis. As each lot owner is responsible for construction of the buffer wall at the time each lot is developed. The planting materials and irrigation system design shall be consistent with the water-efficient landscape standards set forth in Ordinance No. 2069. A fifty (50) foot wide natural buffer will be maintained around the perimeter of the site.

The applicant will be required to demonstrate the site meets this tree stock requirement on the final development plan or contribute into the tree bank mitigation program, if applicable.

Total inches on-site:	38,771
Total number of specimen trees:	124
Total inches removed:	35,784
Total inches retained:	2,863
Total inches required:	20,869
Total inches replaced:	0
Total inches post development:	2,863
Tree inches deficit:	18,006

The City's Land Development Code and Tree Bank policy permit the applicant to make a contribution to the City's Tree Bank to mitigate the remaining deficient tree inches at \$10.00 per inch. The total amount required to be paid into the Tree Bank will be (\$108,060) dollars.

The County was notified at the time of the land use amendment and rezoning application for this property, and coordination occurred with County planning staff regarding impact on adjacent parcels.

CONDITIONS OF APPROVAL:

1. A plat shall not be recorded until City has approved right-of-way vacate for unnamed road right of way within the project site.
2. An eighty foot-wide public right-of-way shall be provided within the Preliminary Development Plan for Peterson Road within the lands owned by Mid-Florida Freezer.
3. A development agreement must be approved by City Council that addresses opportunities for a right-of-way land swap regarding extension of north-south road through Mid-Florida Freezer Parcel Number 06-21-28-7177-00-011, King Street ROW, and public ROW to be vacated within the Preliminary Development Plan.
4. Fern Industrial Drive shall be constructed in one phase and the lift station shall be dedicated to the City.
5. Stormwater management system must meet the requirements of the City's development standards, as determined by the city engineer.

The Development Review Committee recommends approval of the Wekiva Parkway Industrial Park - Preliminary Development Plan, subject to the findings of this staff report and the conditions of approval.

The role of the Planning Commission for this development application is to advise the City Council to approve, deny or approve with conditions based on consistency with the Comprehensive Plan and Land Development Code. Recommend approval of the Preliminary Development Plan for the Wekiva Parkway Industrial Park owned by Mid-Florida Freezer, LTD, and located south of General Electric Road, east of Hermit Smith Road and west of the Western Beltway (S.R. 429).

This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

Petitioner Presentation: Randy June, June Engineering Consultants, Inc., 32 W. Plant Street, Winter Garden, stated they were in agreement with staff and he was available to answer any questions.

In response to a question by Mr. Simpson, Mr. June stated that there has been a lot of interest in the property; however, at this time they don't have any specific users.

Affected Party Presentation: None.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Robert Ryan made a motion to find the Wekiva Parkway Industrial Park Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code; and to recommend approval of the Preliminary Development Plan subject to the following conditions: (1.) A plat shall not be recorded until City has approved right-of-way vacate for unnamed road right of way within the project site; (2.) An eighty foot-wide public right-of-way shall be provided within the Preliminary Development Plan for Peterson Road within the lands owned by Mid-Florida Freezer; (3.) A development agreement must be approved by City Council that addresses opportunities for a right-of-way land swap regarding extension of north-south road through Mid-Florida Freezer Parcel Number 06-21-28-7177-00-011, King Street ROW, and public ROW to be vacated within the Preliminary Development Plan; (4.) Fern Industrial Drive shall be constructed in one phase and the lift station shall be dedicated to the City; and, (5.) Stormwater management system must meet the requirements of the City's development standards, as determined by the city engineer. The motion was seconded by Tony Foster. Aye votes were cast by James Greene, Robert Ryan, Melvin Birdsong, Tony Foster, Linda Laurendeau, Jose Molina, and Roger Simpson (7-0). (Vote taken by poll.)

QUASI-JUDICIAL – MASS GRADING PLAN – WEKIVA PARKWAY INDUSTRIAL PARK – Chairperson Greene stated this is a request to recommend approval of the Mass Grading Plan for Wekiva Parkway Industrial Park owned by Mid-Florida Freezer Warehouse, Ltd., and located south of General Electric Road, west of the Western Beltway (S.R. 429). The applicant and engineering firm is June Engineering Consultants, Inc., c/o Jeffrey A. Sedloff, P.E. This request is quasi-judicial and all testimony before the Planning Commission is sworn testimony.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. None.

Staff Presentation: Mr. Beckett stated this is a request to recommend approval of the Mass Grading Plan for Wekiva Parkway Industrial Park owned by Mid-Florida Freezer Warehouse, Ltd., and located south of General Electric Road, west of the Western Beltway (S.R. 429). The applicant and engineering firm is June Engineering Consultants, Inc., c/o Jeffrey A. Sedloff, P.E. The future land use is Industrial and the zoning is I-1. The existing use is vacant land and the proposed use is an industrial park. The excavation area is 136.89 +/- acres. The overall tract size is 140.47 +/- acres.

The mass grading plan is the first phase of the Final Development Plan and is consistent with the Wekiva Parkway Industrial Park Preliminary Development Plan. It allows site grading to occur consistent with the ground elevations and contours established within the Preliminary Development Plan and the Final Development Plan, when it is submitted to the City within the next year. All required permits from the St. Johns Water Management District and other state agencies must be obtained by the applicant prior to commencing any grading activities.

The haul route is from General Electric Road west to Hermit Smith Road north to Orange Blossom Trail or General Electric Road east to West Orange Ave north to Orange Blossom Trail to Keene Road; as illustrated on Sheet 20 of the Mass Grading Plan.

Clearing and grading of site will occur according to the Phasing Plan established within the Mass Grading Plan. Clearing and grading shall occur one phase at a time for the six planned phases. Each phase must be restored (i.e., re-vegetated) prior to commencing clearing and grading activity on the next phase.

A habitat management plan was submitted by the applicant. Based on the results of this study, the developer must obtain approval from the Florida Department of Environmental Protection prior to commencing any grading or further site construction activity.

The applicant will be required to demonstrate the site meets this tree stock requirement on the final development plan or contribute into the tree bank mitigation program, if applicable. Payment will occur at a phase-by-phase basis prior to commencing any clearing or grading activity.

Total inches on-site:	38,771
Total number of specimen trees:	124
Total inches removed:	35,784
Total inches retained:	2,863
Total inches required:	20,869
Total inches replaced:	0
Total inches post development:	2,863
Tree inches deficit:	18,006

The City's Land Development Code and Tree Bank policy permit the applicant to make a contribution to the City's Tree Bank to mitigate the remaining deficient tree inches at \$10.00 per inch. The total amount required to be paid into the Tree Bank is estimated at \$108,060 dollars.

CONDITIONS OF APPROVAL

1. A development agreement must be approved by City Council and recorded prior to any clearing or grading activity.
2. Preliminary Development Plan must be approved by the City Council and must not expire for the Mass Grading Plan to remain in valid. If the Preliminary Development Plan expires, the Mass Grading Plan will also expire.

The Development Review Committee recommends approval of the Wekiva Parkway Industrial Park - Grading Plan for the property owned by Mid-Florida Freezer, LTD subject to the Conditions of Approval.

Planning Commission Recommendation: The role of the Planning Commission for this development application is to advise the City Council to approve, deny or approve with conditions based on consistency with the Comprehensive Plan and Land Development Code.

Recommend approval of the Mass Grading Plan for the Wekiva Parkway Industrial Park for property owned by Mid-Florida Freezer, LTD. Subject to the Conditions of Approval.

This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

In response to a question by Mr. Molina, Mr. June stated that the vegetation being removed would either be sent to a company located on Hermit Smith Road to be turned into mulch or burned on the site. The burns would be very controlled and monitored very closely by the State Fire Marshall.

In response to questions by Mr. Foster, Mr. June stated that there could be a variety of users for the industrial lots. The zoning designation of I-1 restricts the types of users that would be allowed. They do not have an active list of potential users.

Petitioner Presentation: None

Affected Party Presentation: None.

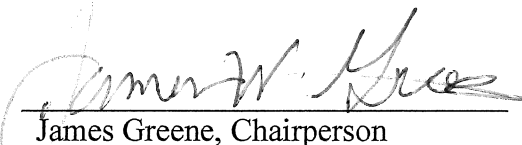
Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Tony Foster made a motion to find the Wekiva Parkway Industrial Park Mass Grading Plan consistent with the Comprehensive Plan and Land Development Code; and to recommend approval of the Wekiva Parkway Industrial Park Mass Grading Plan subject to the following conditions: 1. A development agreement must be approved by City Council and recorded prior to any clearing or grading activity; and, 2. The Preliminary Development Plan must be approved by the City Council and must not expire for the Mass Grading Plan to remain in valid. If the Preliminary Development Plan expires, the Mass Grading Plan will also expire. The motion was seconded by Melvin Birdsong. Aye votes were cast by James Greene, Robert Ryan, Melvin Birdsong, Tony Foster, Linda Laurendeau, Jose Molina, and Roger Simpson (7-0). (Vote taken by poll.)

OLD BUSINESS: None.

NEW BUSINESS: None.

ADJOURNMENT: The meeting was adjourned at 5:59 p.m.


James Greene, Chairperson


Mark Reggentin, AICP
Community Development Director

Backup material for agenda item:

2. CHANGE OF ZONING – THOMPSON HILLS ESTATES (OAK POINTE SOUTH PUD), from Planned Unit Development to Planned Unit Development (New Master Site Plan); for property owned by Thompson Hills Estates LLC (Oak Pointe PUD) and located east of Ocoee Apopka Road, north of McCormick Road. (Parcel ID Nos.: 29-21-28-0000-00-011; 29-21-28-0000-00-016; 29-21-28-0000-00-033; and Portions of: 29-21-28-0000-00-038; 32-21-28-0000-00-004; 32-21-28-0000-00-030)



CITY OF APOPKA PLANNING COMMISSION

☐ CONSENT AGENDA
☒ PUBLIC HEARING
☐ SPECIAL REPORTS
☒ OTHER: PUD Master Plan

MEETING OF: June 12, 2017
FROM: Community Development
EXHIBITS: Zoning Report
Vicinity Map
Adjacent Zoning Map
Adjacent Uses Map
Existing Use Map
Master Plan
Townhome Architectural Renderings
Gate Entrance Feature
Plan Inconsistencies

SUBJECT: CHANGE OF ZONING – THOMPSON HILLS ESTATES (OAK POINTE SOUTH PUD)

PARCEL ID NUMBERS: 29-21-28-0000-00-011; 29-21-28-0000-00-016; 29-21-28-0000-00-033; and Portions of: 29-21-28-0000-00-038; 32-21-28-0000-00-004; 32-21-28-0000-00-030

REQUEST: RECOMMEND DENIAL OF THE CHANGE OF ZONING
FROM: PLANNED UNIT DEVELOPMENT
TO: PLANNED UNIT DEVELOPMENT (NEW MASTER SITE PLAN)

SUMMARY:

OWNER/APPLICANT: Thompson Hills Estates LLC (Oak Pointe PUD)
LOCATION: East of Ocoee Apopka Road, north of McCormick Road
EXISTING USE: Vacant
FLUM DESIGNATION: Mixed Use
CURRENT ZONING: PUD (Planned Unit Development)
PROPOSED DEVELOPMENT: Single-family and townhome residential development
PROPOSED ZONING: Planned Unit Development (PUD) (New Master Site Plan)
TRACT SIZE: 67.7 +/- acres
PROPOSED DEVELOPMENT: 118 single family homes; 106 townhome units

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police

Public Services Director
Recreation Director
City Clerk
Fire Chief

SUMMARY: The proposed change of zoning is being requested by the owner. The subject properties were annexed into the City via Ordinance 1651 on December 18, 2002. A public road with a right-of-way width ranging from 80 to 150 feet extends from McCormick Road to the Tract L-1 of the project.

The existing PUD Master Plan expired and the applicant must re-submit a new PUD Master Plan. In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

The applicant proposes to develop the property as a private, gated residential community with single-family and townhome homes. Located along McCormick Road, the City of Ocoee is situated along the south side of McCormick Road, which is a County road. State Road 429 follows the western project boundary. The proposed residential PUD Master Plan abuts land zoned commercial. The commercial land sites between McCormick Road and the residential Master Plan. An existing public road – Irmalee Lane – extends from McCormick Road northward through the property. Apopka Woods is a 76 lot, single family residential neighborhood that abuts most of the eastern boundary of Oak Pointe. Typical lots within Apopka wood have a minimum width of 70 feet and a minimum land area of 7,500 sq. ft.

Directly to the south of Oak Pointe is a private gated residential community – McCormick Woods – with typical lots of 70 x 125 (8,750 sq. ft.).

PROJECT DESCRIPTION: Oak Pointe is a proposed private residential community with 112 single family lots and 106 townhome lots. Single family homes have a typical lot size with a minimum width of 70 feet, a typical depth of 110 feet, with a minimum lot area of 7,700 sq. ft. Each single family home will have a two-car garage. Townhomes are on a lot with a minimum width of 23 feet. The Master Plan provides not breakdown of the percentage of townhomes that will have one-car and two-car garages. While the Master Plan makes reference to one- and two-car garages, the minimum lot with for all lots does not appear width enough to accommodate a two car garage. Also, architectural rendering for the townhomes all show a one care The Master Plan does not identify a minimum livable area for either the townhome or the single family home

PUD RECOMMENDATIONS: The Master Plan\Preliminary Development Plan is not consistent with the Land Development Code and the Development Design Standards\Guidelines established therein. A list of inconsistencies that City DRC members have identified are included in the exhibits. Therefore, DRC cannot recommend approval of the Oak Pointe PUD Master Plan and Preliminary Development Plan.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Residential Low Future Land Use designation but is not consistent with the Land Development Code.

SCHOOL CAPACITY REPORT: A capacity enhancement agreement with OCPS or a letter exempting the project from school capacity enhancement is required prior to submittal of a final development plan.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on May 19, 2017.

PUBLIC HEARING SCHEDULE:

June 12, 2017 - Planning Commission (5:30 pm)

July 5, 2017 - City Council (1:30 pm) - 1st Reading

July 19, 2017 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

May 19, 2017 – Public Notice and Notification

July 7, 2017 – ¼ Page w/Map Ordinance Heading Ad

RECOMMENDED ACTION:

The **Development Review Committee** finds the proposed amendment not consistent with the Comprehensive Plan and Land Development Code and recommends denial of the Oak Pointe Planned Unit Development Master Plan and Preliminary Development Plan.

Recommended Motion: Recommend to deny the zoning category from Planned Unit Development Master Plan and Preliminary Development Plan based on the findings and facts presented in the staff report and exhibits.

Should Planning Commission recommend to approve the PUD Mater Plan\Preliminary Development Plan, then staff recommends it do so subject to the condition that all terms and conditions presented in the staff report and exhibitis must be addressed by the applicant and that the Master Plan and Preliminary Plan must comply with the Land and acceptable to the Development Review Committee.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Rural (0-1 du/10 ac)	A-1	Northwest Water Reclamation Facility
East (City)	Residential Low (0-5 du/ac)	R-2	Apopka Woods subdivision
South (City)	Commercial (max 0.25 FAR)	C-1	Vacant commercial\McCormick Rd
West (City & County)	“City” Mixed Use & “County” Rural (0-1 du/10 ac)	Mixed-EC & A-1	SR 429 ROW & Retention Pond

LAND USE &

TRAFFIC COMPATIBILITY:

The property has access to a Major Arterial roadway (McCormick Road) and future access to Ocoee Apopka Road to the north.. A proposed internal spine road (Irmalee Lane) will provide connectivity to both Ocoee Apopka to the west and McCormick Road to the south for future residents of Oak Pointe. Future land use designations and zoning categories assigned to properties to the north, south, east, and west are predominantly residential and rural.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed PUD zoning is compatible with policies set forth in the Comprehensive Plan.

ALLOWABLE USES:

Single-family and townhome residential uses as set forth within the Planned Unit Development Master Plan.



Thompson Hills Estates LLC (Oak Pointe PUD)

67.7 / +/- Acres

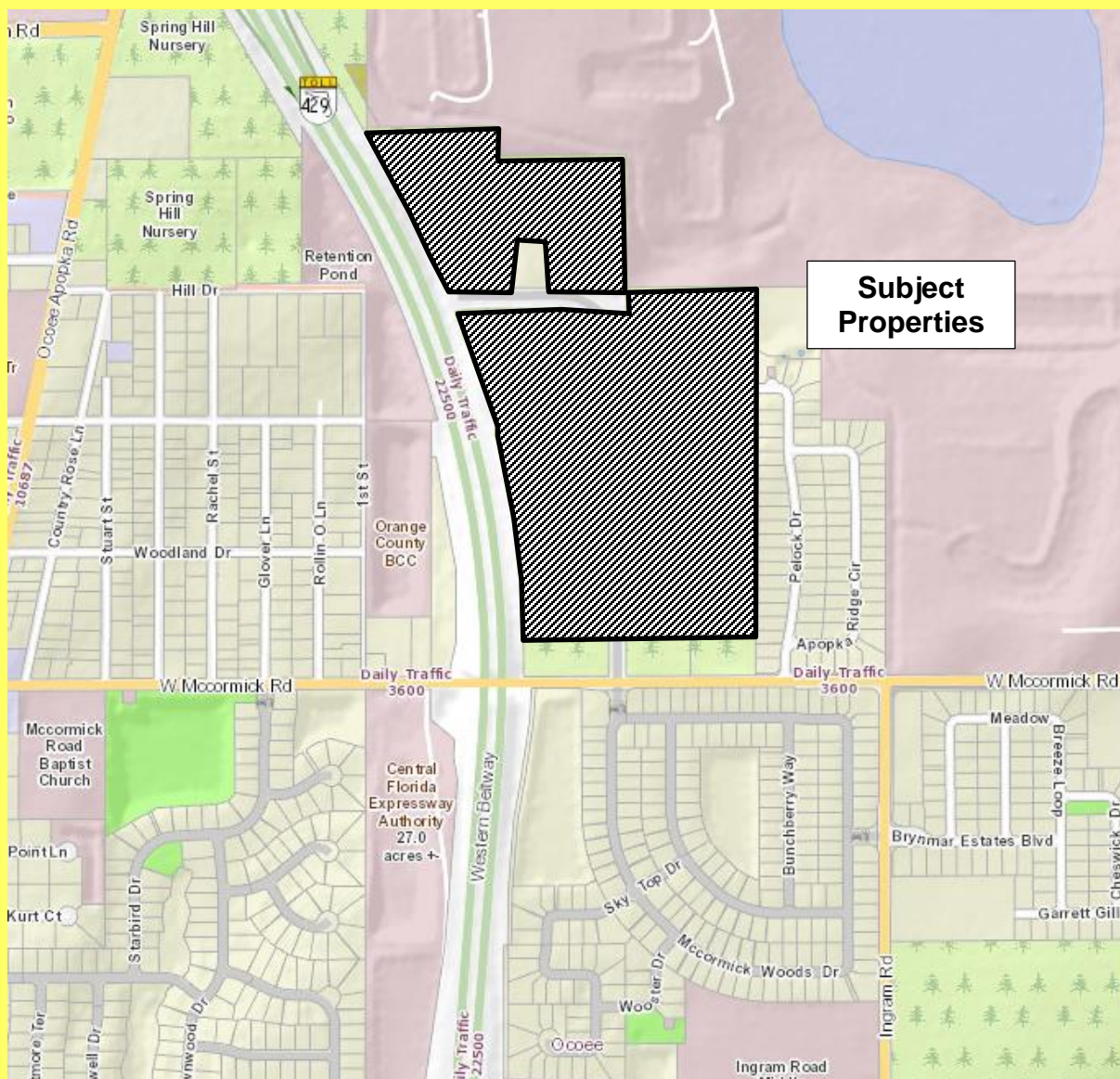
Proposed Change of Zoning:

From: Planned Unit Development (PUD Residential)

To: Planned Unit Development (New Master Site Plan)

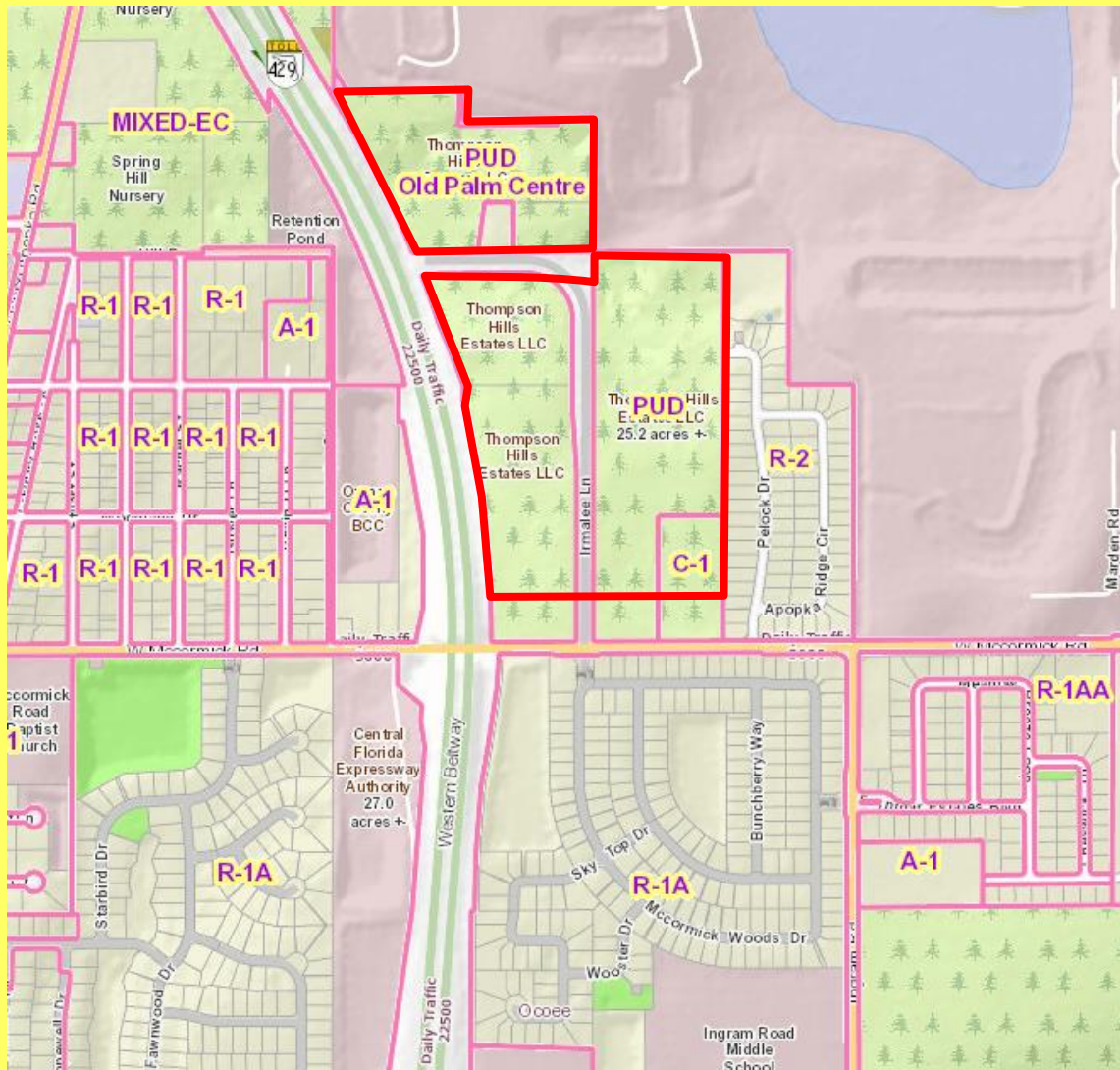
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(Portions of): 29-21-28-0000-00-038; 32-21-28-0000-00-004 & 32-21-28-0000-00-030**

VICINITY MAP



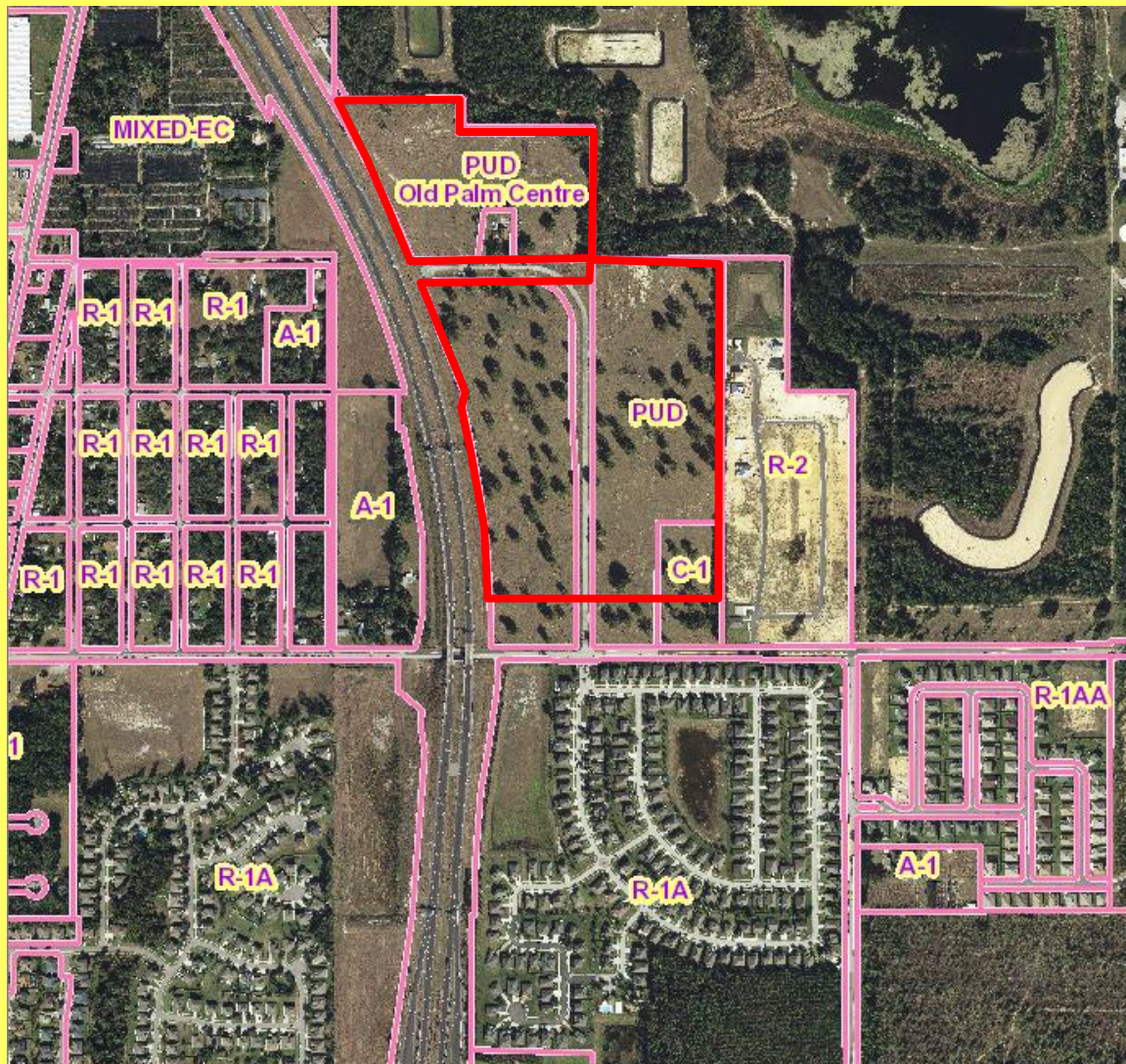


ADJACENT ZONING



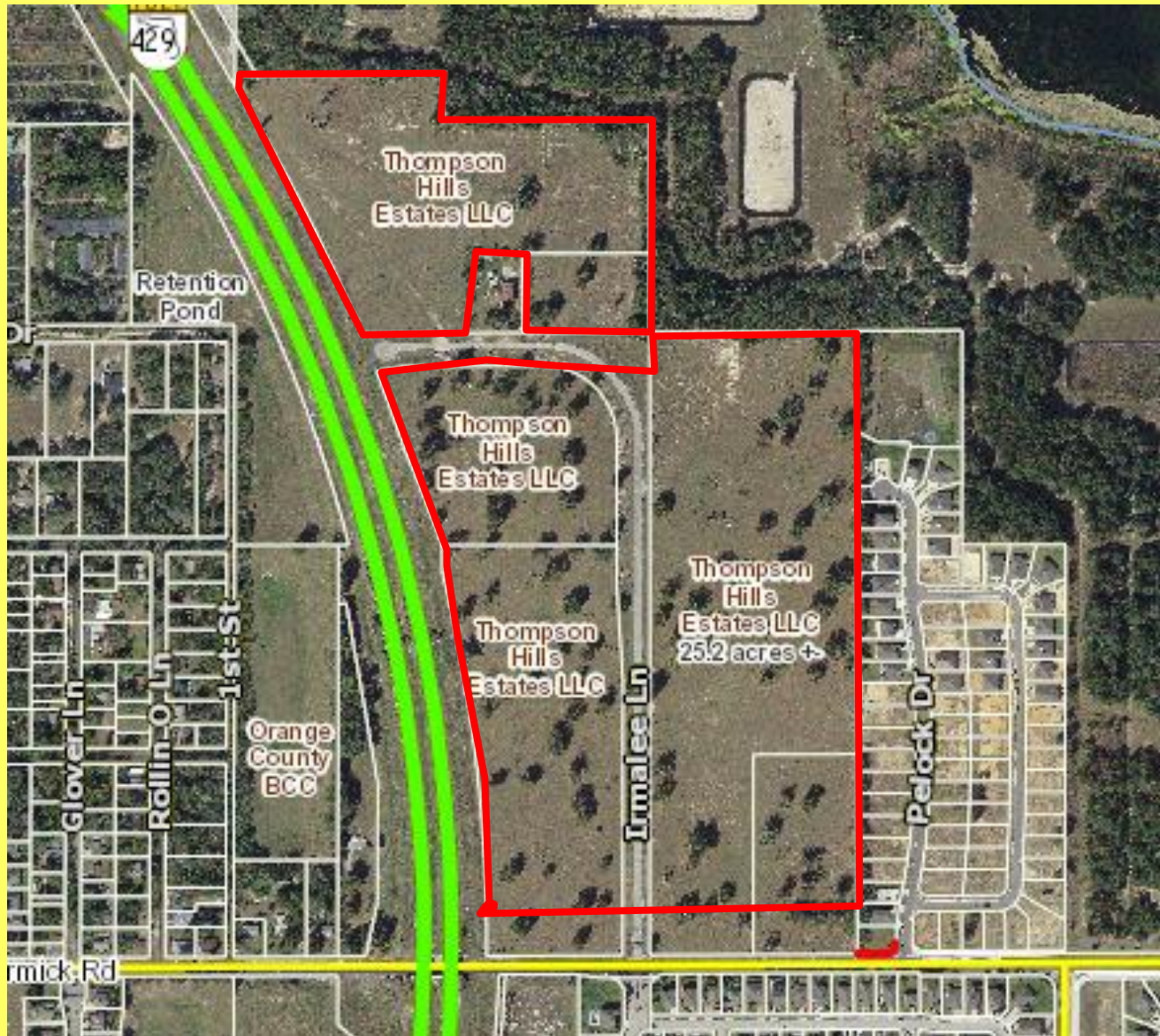


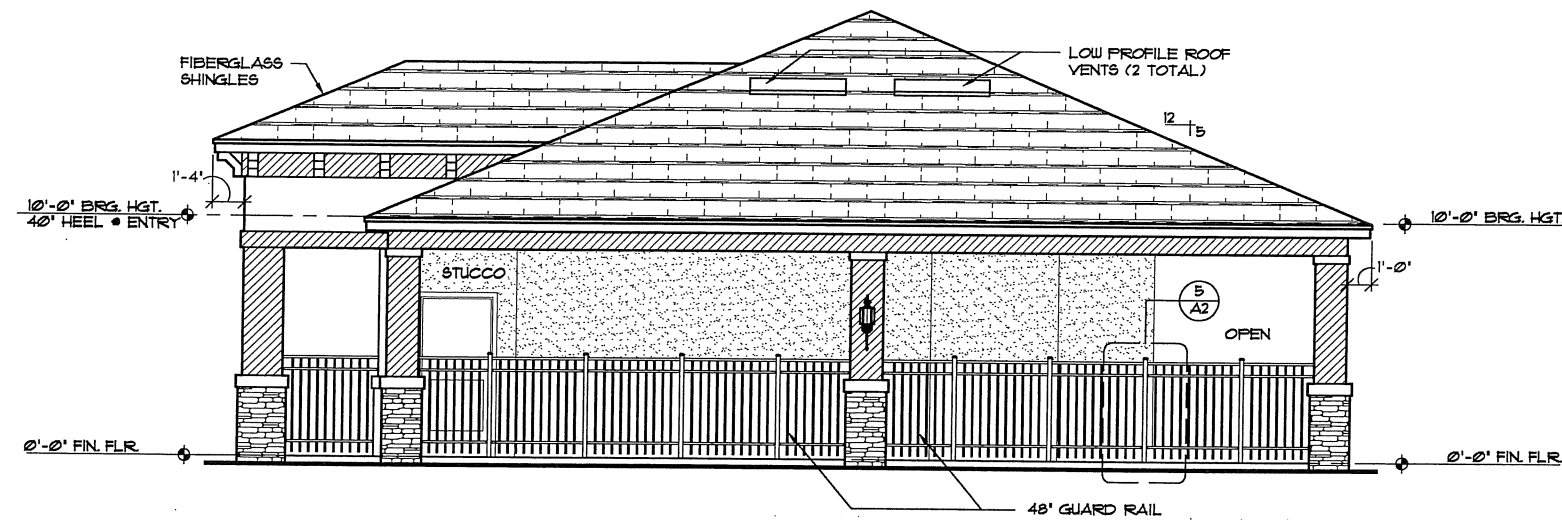
ADJACENT USES



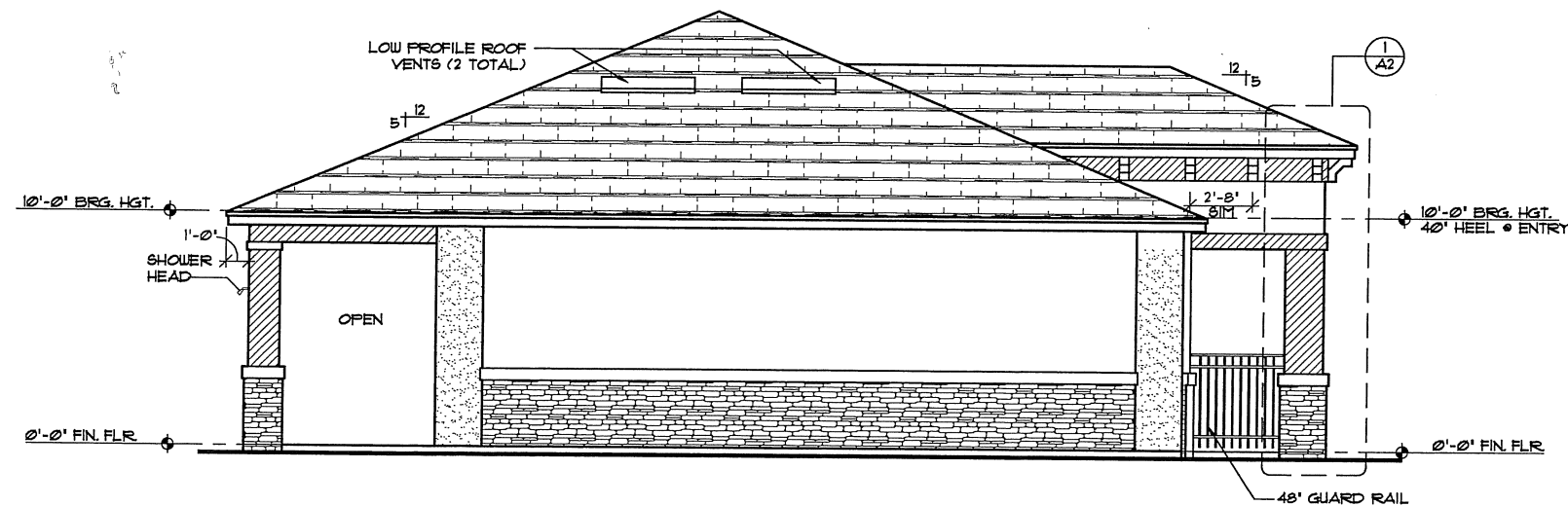


EXISTING USES





RIGHT ELEVATION
TEXTURED FINISH



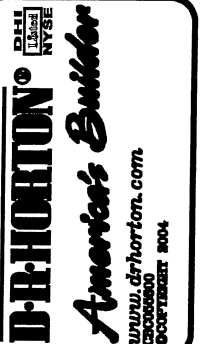
LEFT ELEVATION
TEXTURED FINISH

FINISH LEGEND	
	SAND FINISH
	SPLATTER/KNOCK DOWN



1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX: 407-774-4078
www.abdesigngroup.com
AA #: 0003325

INT.	DATE	DESCRIPTION (SEE COVER SHEET)



SUBDIV. & LOT:
LAKE
SIDE
LANDINGS
PROJECT#
2300.001
MODEL:
POOL
CABANA

PAGE:

ELEVATIONS

ARCHITECT:
STATE OF FLORIDA

JAMES CANTWELL
AR NO 12079

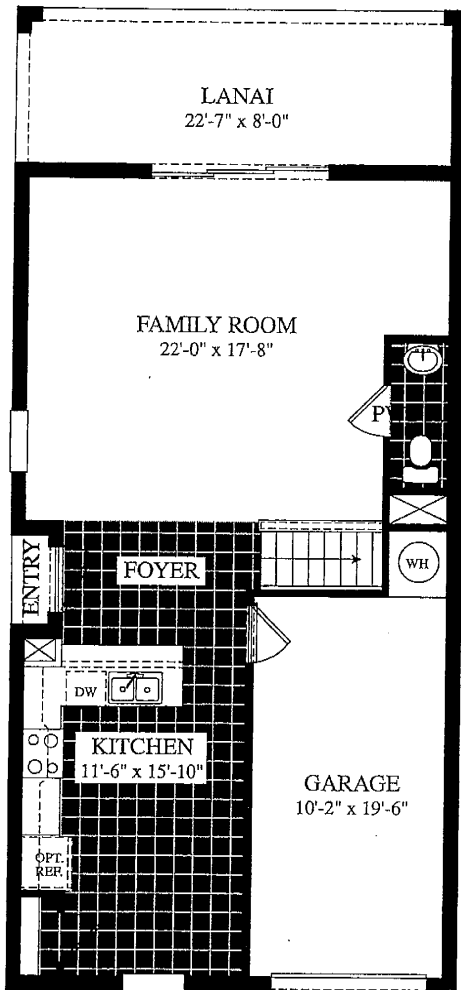
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SHEET

A2.1

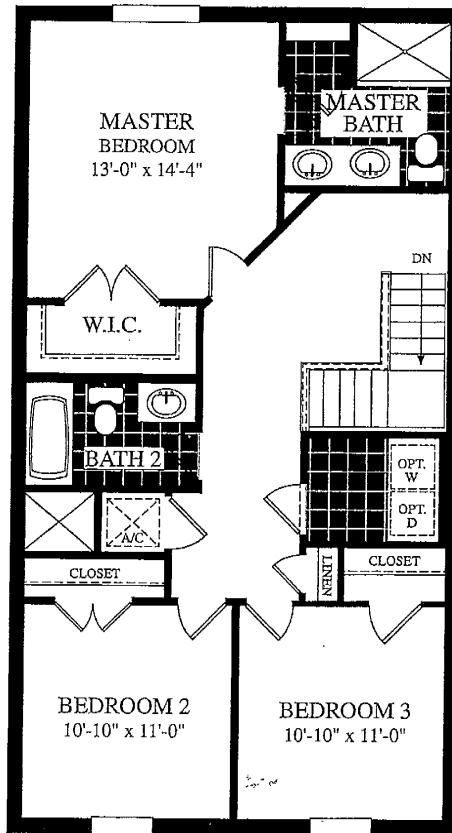


Lake Bluff

KELSEY
 3 Bedroom | 2.5 Bath
 1-Car Garage
 1,674 Sq. Ft.



FIRST FLOOR



SECOND FLOOR

www.ExpressHomes.com/orlando

51



*Square foot dimensions are approximate. Home and community information, including features, availability, and amenities, are subject to change and prior sale at any time. Pictures, photographs, features, colors and sizes are approximate for illustration purposes only and will vary from the homes as built. Florida Registered Building Contractor License # GC01252212.

Express
 HOMES

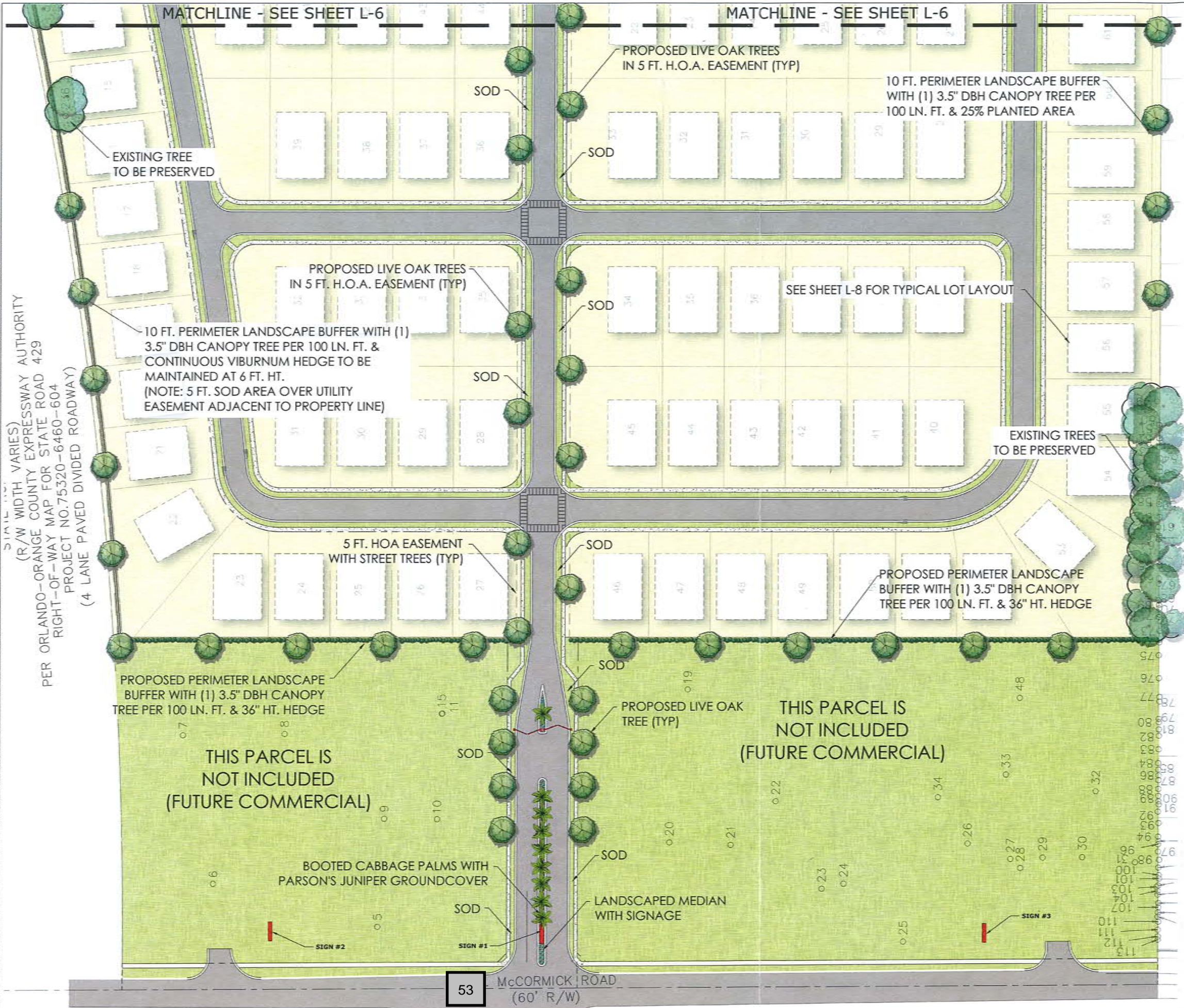
a D R Horton Company



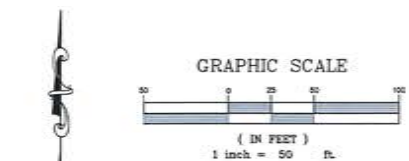
52
Oak Pointe at W. McCormick Rd. - Apopka, FL

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.

(R/W WIDTH VARIES)
PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RIGHT-OF-WAY MAP FOR STATE ROAD 429
PROJECT NO. 75320-6460-604
(4 LANE PAVED DIVIDED ROADWAY)



TREE & PLANT LEGEND (Sheet L-5)	
SYMBOL	COMMON/BOTANICAL NAME
	Live Oaks <i>Quercus virginiana</i>
	Cabbage Palms <i>Sabal palmetto</i>
	Sweet Viburnum Hedge <i>Viburnum odoratissimum</i>
	36" Ht. Evergreen Hedge (Species to be determined)
	Parson's Juniper <i>Juniperus chinensis 'Parsonii'</i>



LANDSCAPE PLAN

(SHEET 1 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

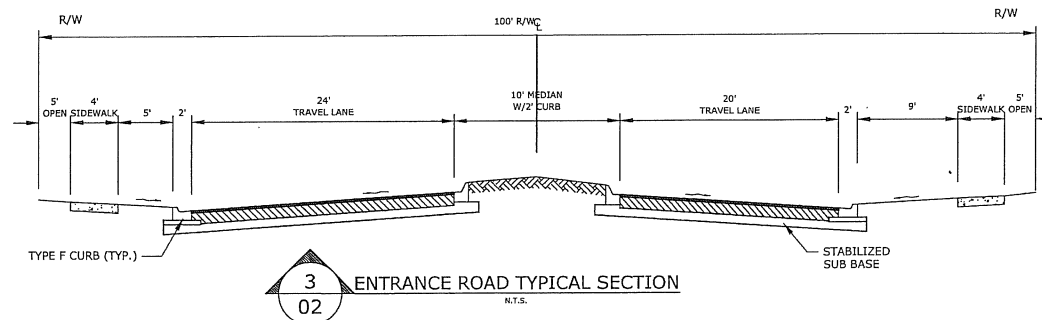
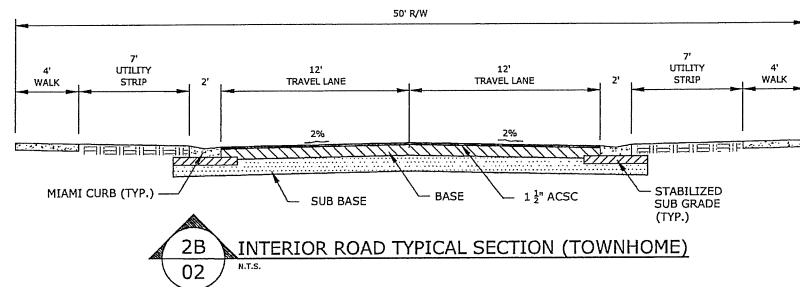
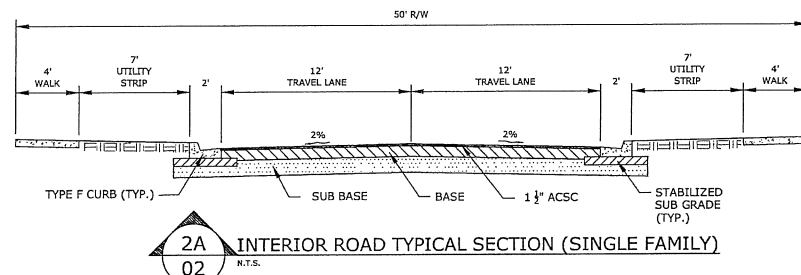
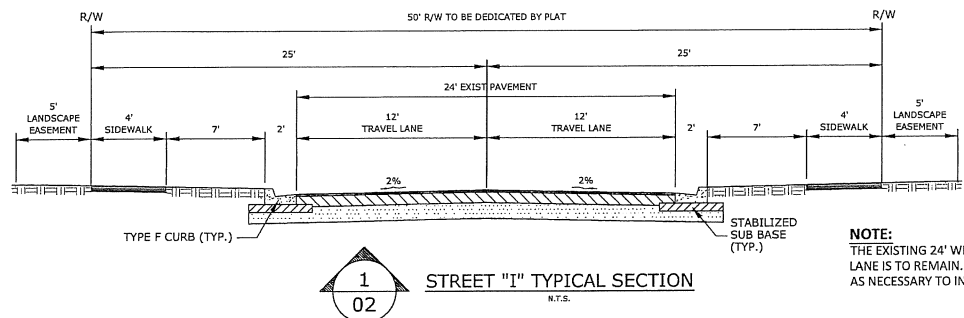
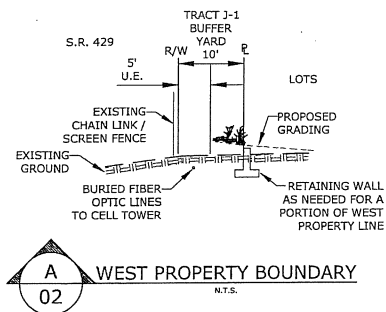
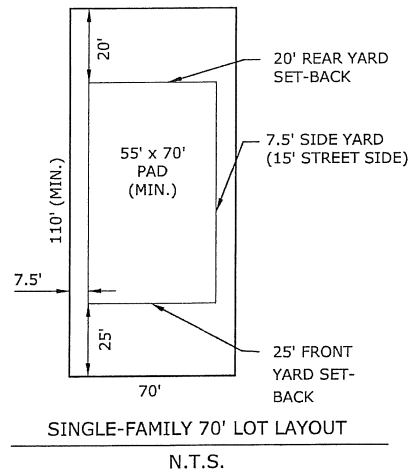
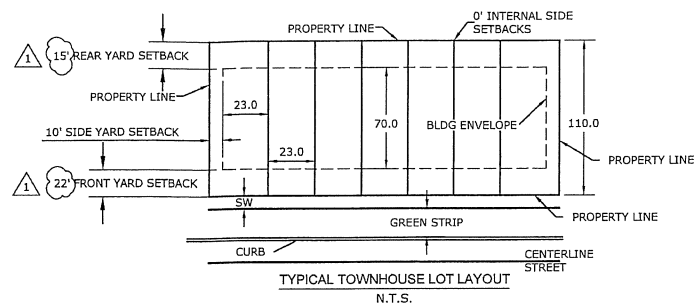
SIGNATURE _____ REG. NO. _____ DATE _____



LANDSCAPE & IRRIGATION DESIGN
PO BOX 4830 • APOPKA, FLORIDA 32704 • PH: (407) 376-1423
LICENSE NO. LC2000487 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

5/17/17
5/01/17
4/12/17
1/31/17
DRAWN BY: KB
SHEET NUMBER
L-5



DATE	REV	REV PER	REV COMMENTS
4-20-17	1	TV/MWK	

EVANS ENGINEERING, INC. LAND PLANNING AUTHORIZATION NO. 6788	DAVID L. EVANS FLORIDA P.E. NO. 45586 DATE: May 17, 2017
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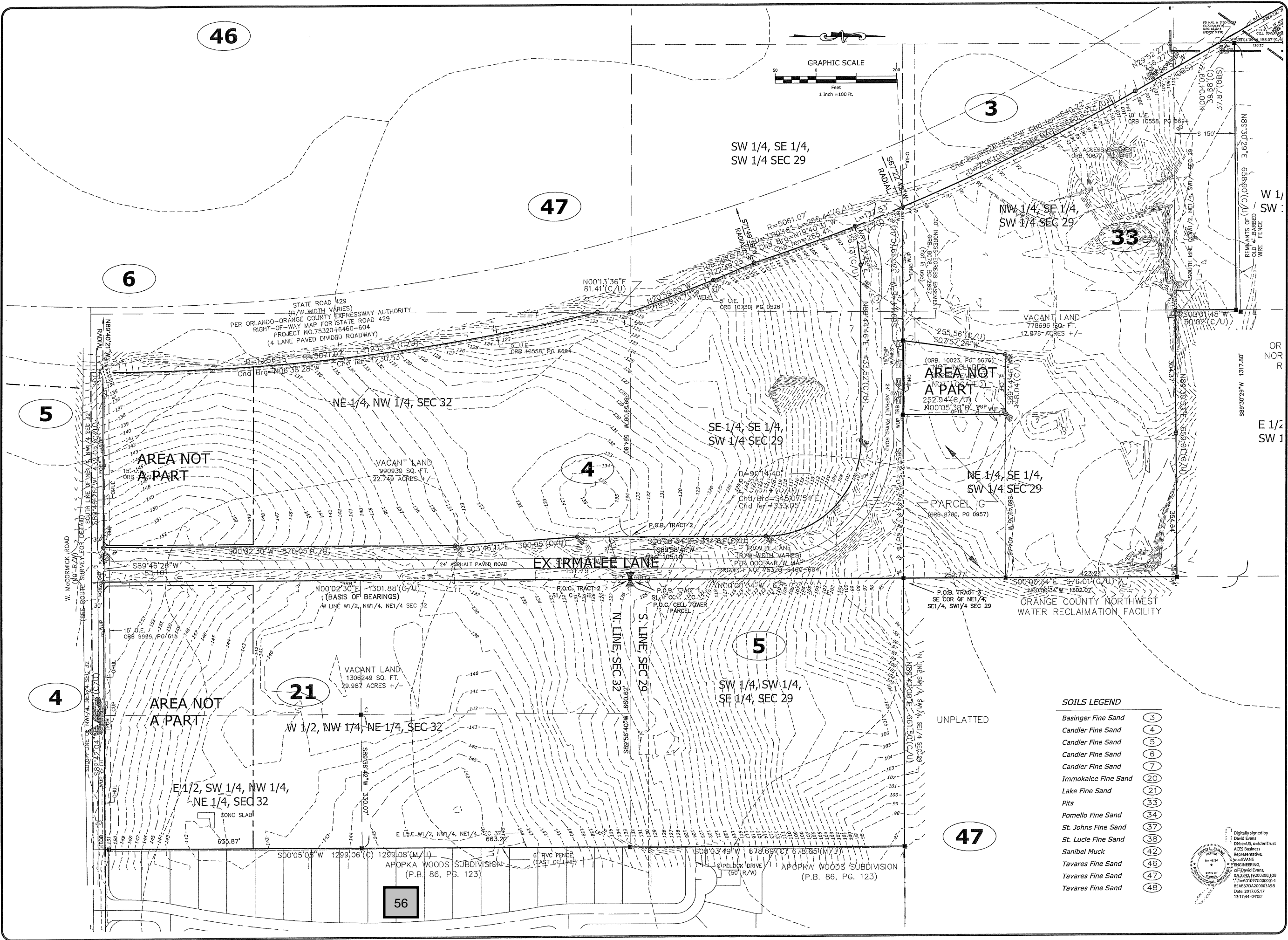
EVANS ENGINEERING, INC. LAND PLANNING 719 IRMA AVENUE ORLANDO, FLORIDA 32803 (407) 872-1515 www.evansenginc.com CERTIFICATE OF AUTHORIZATION NO. 0006788
--

OAK POINTE FOR THOMPSON HILLS ESTATES LLC CITY OF APOPKA, FLORIDA
--

GENERAL DETAILS / SECTIONS

DRAWN: TVW / MWK CHECKED: MPG DATE: APRIL 2017 SCALE: 1" = 100' JOB #: 25801 SHEET #:

2.0 OF SHEETS



SOILS LEGEND	
Basinger Fine Sand	3
Candler Fine Sand	4
Candler Fine Sand	5
Candler Fine Sand	6
Candler Fine Sand	7
Immokalee Fine Sand	20
Lake Fine Sand	21
Pits	33
Pomello Fine Sand	34
St. Johns Fine Sand	37
St. Lucie Fine Sand	38
Sanibel Muck	42
Tavares Fine Sand	46
Tavares Fine Sand	47
Tavares Fine Sand	48

Digitally signed by
David Evans
DN: cn=David Evans, o=David Evans
Representative,
ou=EVANS
ENGINEERING,
c=FLORIDA
Date: 2017.05.17
13:17:44 -0400

DATE	REVISIONS
4-20-17	REV PER DRC COMMENTS

EVANS ENGINEERING, INC.
CERTIFICATE OF
AUTHORIZATION NO. 6788
DAVID L. EVANS
FLORIDA P.E. NO. 46586
DATE: MAY 17, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 0006788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA

EXISTING CONDITIONS

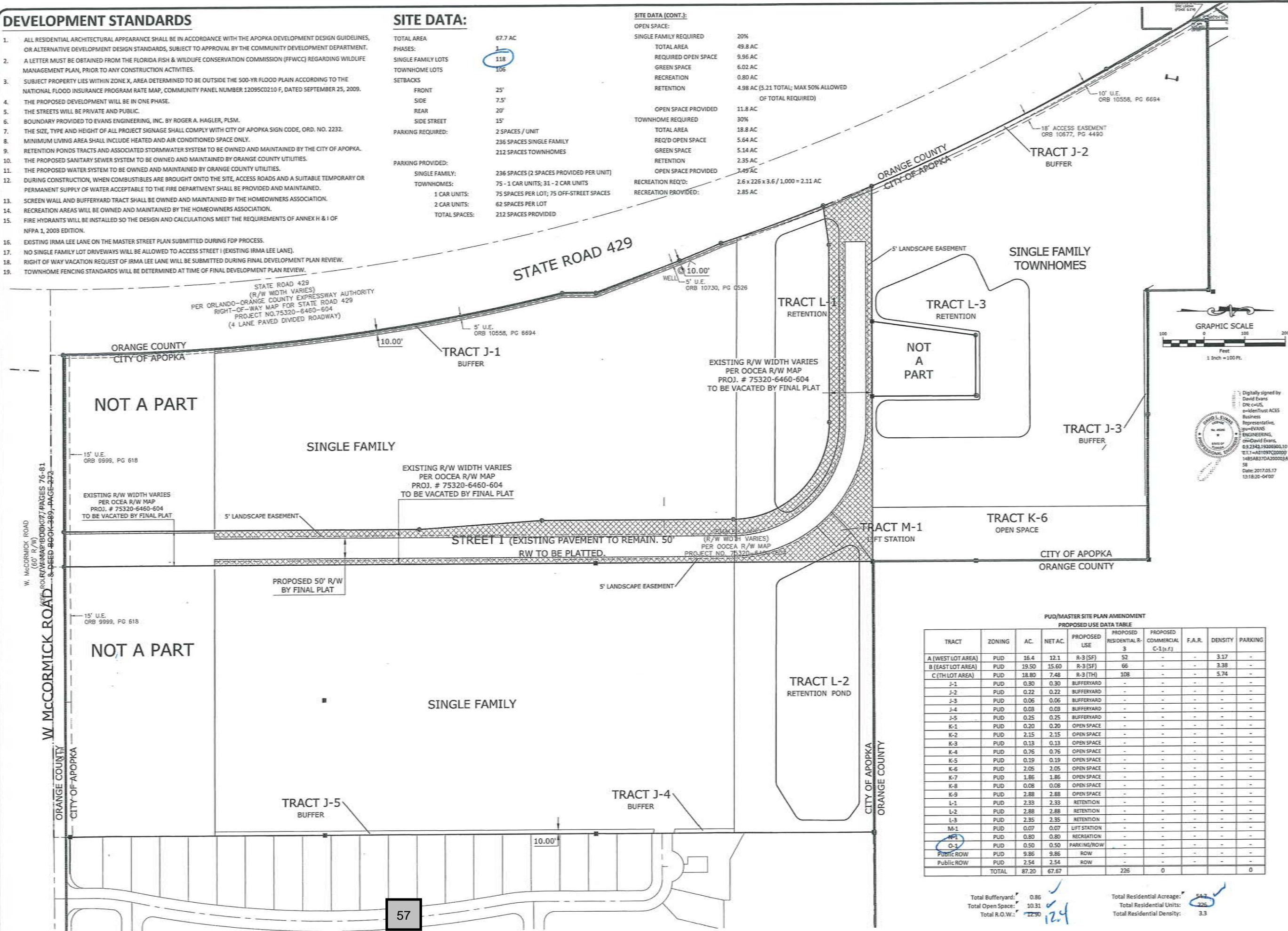
DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
APRIL 2017
SCALE:
1" = 60'
JOB #:
25801
SHEET #:

3.0
OF SHEETS

1. ALL RESIDENTIAL ARCHITECTURAL APPEARANCE SHALL BE IN ACCORDANCE WITH THE APOPKA DEVELOPMENT DESIGN GUIDELINES, OR ALTERNATIVE DEVELOPMENT DESIGN STANDARDS, SUBJECT TO APPROVAL BY THE COMMUNITY DEVELOPMENT DEPARTMENT.
2. A LETTER MUST BE OBTAINED FROM THE FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FFWCJ) REGARDING WILDLIFE MANAGEMENT PLAN, PRIOR TO ANY CONSTRUCTION ACTIVITIES.
3. SUBJECT PROPERTY LIES WITHIN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 500-YR FLOOD PLAIN ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAP, COMMUNITY PANEL NUMBER 12095C0210 F, DATED SEPTEMBER 25, 2009.
4. THE PROPOSED DEVELOPMENT WILL BE IN ONE PHASE.
5. THE STREETS WILL BE PRIVATE AND PUBLIC.
6. BOUNDARY PROVIDED TO EVANS ENGINEERING, INC. BY ROGER A. HAGLER, PLSM.
7. THE SIZE, TYPE AND HEIGHT OF ALL PROJECT SIGNAGE SHALL COMPLY WITH CITY OF APOPKA SIGN CODE, ORD. NO. 2232.
8. MINIMUM LIVING AREA SHALL INCLUDE HEATED AND AIR CONDITIONED SPACE ONLY.
9. RETENTION PONDS TRACTS AND ASSOCIATED STORMWATER SYSTEM TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.
10. THE PROPOSED SANITARY SEWER SYSTEM TO BE OWNED AND MAINTAINED BY ORANGE COUNTY UTILITIES.
11. THE PROPOSED WATER SYSTEM TO BE OWNED AND MAINTAINED BY ORANGE COUNTY UTILITIES.
12. DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE, ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED.
13. SCREEN WALL AND BUFFERYARD TRACT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
14. RECREATION AREAS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
15. FIRE HYDRANTS WILL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF ANNEX H & I OF NFPA 1, 2003 EDITION.
16. EXISTING IRMA LEE LANE ON THE MASTER STREET PLAN SUBMITTED DURING FDP PROCESS.
17. NO SINGLE FAMILY LOT DRIVEWAYS WILL BE ALLOWED TO ACCESS STREET I (EXISTING IRMA LEE LANE).
18. RIGHT OF WAY LOCATION REQUEST OF IRMA LEE LANE WILL BE SUBMITTED DURING FINAL DEVELOPMENT PLAN REVIEW.
19. TOWNHOME FENCING STANDARDS WILL BE DETERMINED AT TIME OF FINAL DEVELOPMENT PLAN REVIEW.

TOTAL AREA	67.7 AC
PHASES:	1
SINGLE FAMILY LOTS	118
TOWNHOME LOTS	106
SETBACKS	
FRONT	25'
SIDE	7.5'
REAR	20'
SIDE STREET	15'
PARKING REQUIRED:	2 SPACES / UNIT
	236 SPACES SINGLE FAMILY
	212 SPACES TOWNHOMES
PARKING PROVIDED:	
SINGLE FAMILY:	236 SPACES (2 SPACES PROVIDED PER UNIT)
TOWNHOMES:	75 - 1 CAR UNITS; 31 - 2 CAR UNITS
1 CAR UNITS:	75 SPACES PER LOT; 75 OFF-STREET SPACES
2 CAR UNITS:	62 SPACES PER LOT
TOTAL SPACES:	212 SPACES PROVIDED

OPEN SPACE:	
SINGLE FAMILY REQUIRED	20%
TOTAL AREA	49.8 AC
REQUIRED OPEN SPACE	9.96 AC
GREEN SPACE	6.02 AC
RECREATION	0.80 AC
RETENTION	4.98 AC (5.21 TOTAL; MAX 50% ALLOWED OF TOTAL REQUIRED)
OPEN SPACE PROVIDED	11.8 AC
TOWNHOME REQUIRED	30%
TOTAL AREA	18.8 AC
REQ'D OPEN SPACE	5.64 AC
GREEN SPACE	5.14 AC
RETENTION	2.35 AC
OPEN SPACE PROVIDED	7.49 AC
RECREATION REQ'D:	$2.6 \times 226 \times 3.6 / 1,000 = 2.11$ AC
RECREATION PROVIDED:	2.85 AC



TRACT	ZONING	AC.	NET AC.	PROPOSED USE	PROPOSED RESIDENTIAL R- 3	PROPOSED COMMERCIAL C-1 (s, f, j)	F.A.R.	DENSITY	PARKING
A (WEST LOT AREA)	PUD	16.4	12.1	R-3 (SF)	52	-	-	3.17	-
B (EAST LOT AREA)	PUD	19.50	15.60	R-3 (SF)	66	-	-	3.38	-
C (TH LOT AREA)	PUD	18.80	7.48	R-3 (TH)	108	-	-	5.74	-
J-1	PUD	0.30	0.30	BUFFERYARD	-	-	-	-	-
J-2	PUD	0.22	0.22	BUFFERYARD	-	-	-	-	-
J-3	PUD	0.06	0.06	BUFFERYARD	-	-	-	-	-
J-4	PUD	0.03	0.03	BUFFERYARD	-	-	-	-	-
J-5	PUD	0.25	0.25	BUFFERYARD	-	-	-	-	-
K-1	PUD	0.20	0.20	OPEN SPACE	-	-	-	-	-
K-2	PUD	2.15	2.15	OPEN SPACE	-	-	-	-	-
K-3	PUD	0.13	0.13	OPEN SPACE	-	-	-	-	-
K-4	PUD	0.76	0.76	OPEN SPACE	-	-	-	-	-
K-5	PUD	0.19	0.19	OPEN SPACE	-	-	-	-	-
K-6	PUD	2.05	2.05	OPEN SPACE	-	-	-	-	-
K-7	PUD	1.86	1.86	OPEN SPACE	-	-	-	-	-
K-8	PUD	0.08	0.08	OPEN SPACE	-	-	-	-	-
K-9	PUD	2.88	2.88	OPEN SPACE	-	-	-	-	-
L-1	PUD	2.33	2.33	RETENTION	-	-	-	-	-
L-2	PUD	2.88	2.88	RETENTION	-	-	-	-	-
L-3	PUD	2.35	2.35	RETENTION	-	-	-	-	-
M-1	PUD	0.07	0.07	LIFT STATION	-	-	-	-	-
N-1	PUD	0.80	0.80	RECREATION	-	-	-	-	-
O-1	PUD	0.50	0.50	PARKING/ROW	-	-	-	-	-
PUBLIC ROW	PUD	9.86	9.86	ROW	-	-	-	-	-
PUBLIC ROW	PUD	2.54	2.54	ROW	-	-	-	-	-
	TOTAL	87.20	67.67		226	0			0

Total Bufferyard: 0.86
Total Open Space: 10.31
Total R.O.W.: 12.90

Total Residential Acreage: 54.7
Total Residential Units: 726
Total Residential Density: 3.3

DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TV/HWK

EVANS ENGINEERING, INC.
CERTIFICATE OF
AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46566

DATE: May 17, 2017

EVANS
ENGINEERING, INC.

CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES

719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515

www.evanseng.com

CERTIFICATE OF AUTHORIZATION NO. 000067906

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
CITY OF APOPKA, FLORIDA

**MASTER
DEVELOPMENT PLAN
SOUTH**

DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
APRIL 2017
SCALE:
1" = 100'
JOB #:
25801
SHEET #:

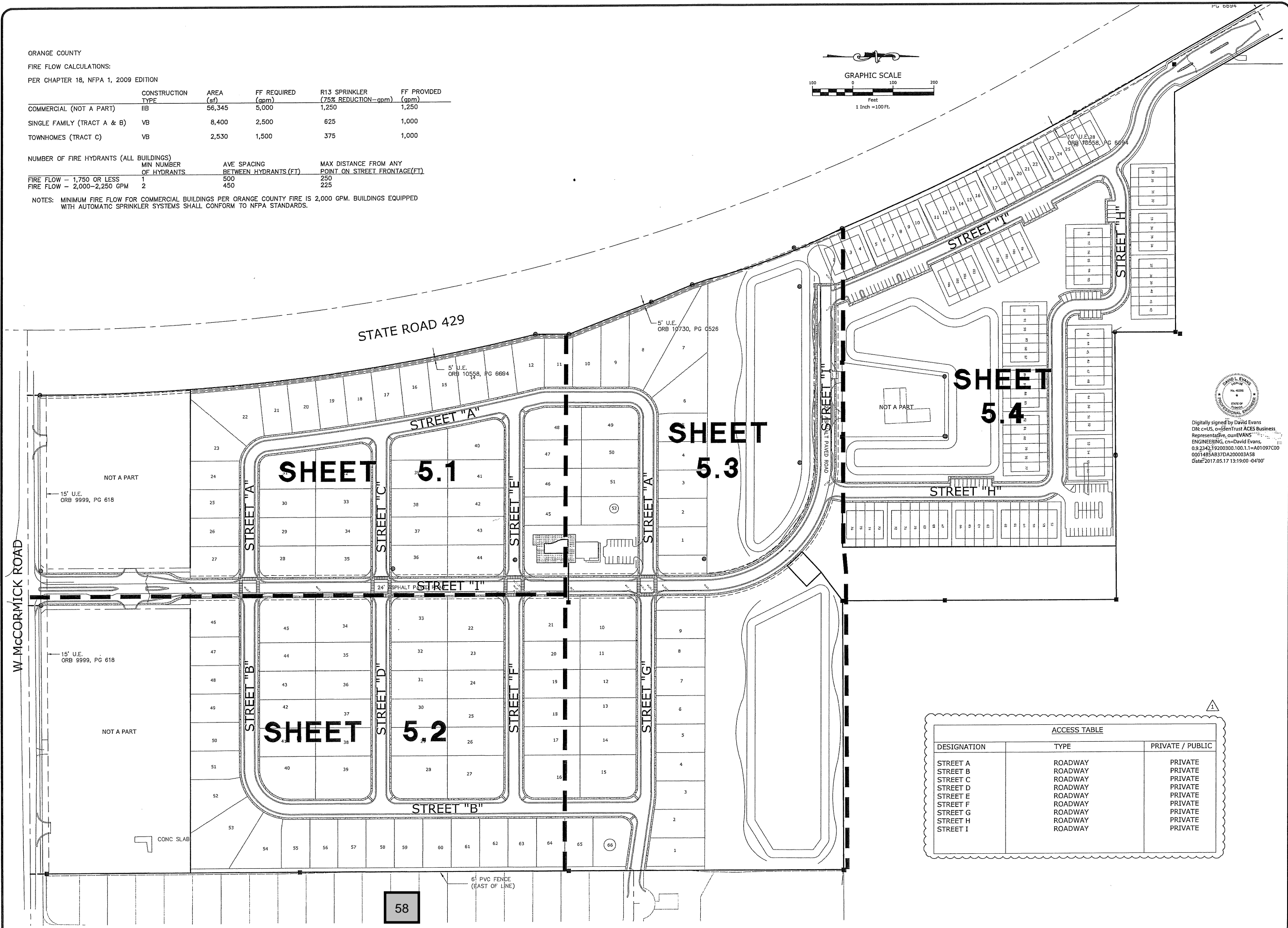
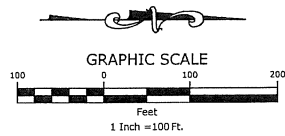
4.0
OF SHEETS

ORANGE COUNTY
FIRE FLOW CALCULATIONS:
PER CHAPTER 18, NFPA 1, 2009 EDITION

	CONSTRUCTION TYPE	AREA (sf)	FF REQUIRED (gpm)	R13 SPRINKLER (75% REDUCTION-gpm)	FF PROVIDED (gpm)
COMMERCIAL (NOT A PART)	IIB	56,345	5,000	1,250	1,250
SINGLE FAMILY (TRACT A & B)	VB	8,400	2,500	625	1,000
TOWNHOMES (TRACT C)	VB	2,530	1,500	375	1,000

NUMBER OF FIRE HYDRANTS (ALL BUILDINGS)	MIN NUMBER OF HYDRANTS	AVE SPACING BETWEEN HYDRANTS (FT)	MAX DISTANCE FROM ANY POINT ON STREET FRONTAGE(FT)
FIRE FLOW - 1,750 OR LESS	1	500	250
FIRE FLOW - 2,000-2,250 GPM	2	450	225

NOTES: MINIMUM FIRE FLOW FOR COMMERCIAL BUILDINGS PER ORANGE COUNTY FIRE IS 2,000 GPM. BUILDINGS EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEMS SHALL CONFORM TO NFPA STANDARDS.



ACCESS TABLE		
DESIGNATION	TYPE	PRIVATE / PUBLIC
STREET A	ROADWAY	PRIVATE
STREET B	ROADWAY	PRIVATE
STREET C	ROADWAY	PRIVATE
STREET D	ROADWAY	PRIVATE
STREET E	ROADWAY	PRIVATE
STREET F	ROADWAY	PRIVATE
STREET G	ROADWAY	PRIVATE
STREET H	ROADWAY	PRIVATE
STREET I	ROADWAY	PRIVATE

Digitally signed by David Evans
DN: c=US, o=IdentTrust ACES Business
Representative, ou=EVANS
ENGINEERING, cn=David Evans,
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0001485A837DA200003A58
Date: 2017.05.17 13:19:00 -04'00'

DATE	REVISED	BY	DATE
4-20-17	REV PER DRC COMMENTS	TV/MWK	

EVANS ENGINEERING, INC.
LAND PLANNING
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00005788
DAVID L. EVANS
FLORIDA P.E. NO. 45586
DATE: May 17, 2017

EVANS ENGINEERING, INC.
LAND PLANNING
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00005788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
CITY OF APOPKA, FLORIDA

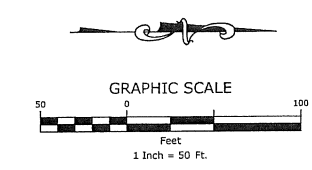
PRELIMINARY
DEVELOPMENT PLAN
INDEX
IS(OUTH)

DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
APRIL 2017
SCALE:
1" = 50'
JOB #:
25801
SHEET #:
5.0
OF SHEETS

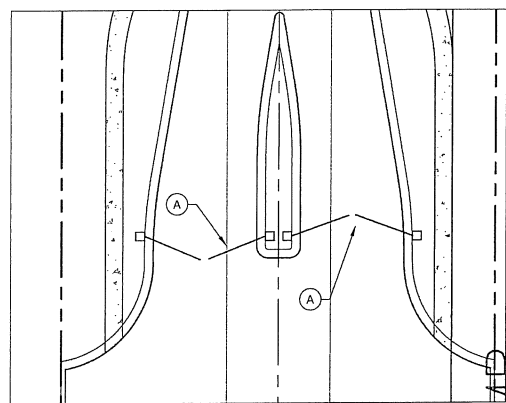
Parcel ID:
32-21-28-0000-00-036
Owner: William E Black
Zoning: CITRUS RURAL (ORANGE CO.)
FLU: RURAL (ORANGE CO.)

Owner:
Orange County BSC
Zoning: A-1 Agricultural
FLU: Rural

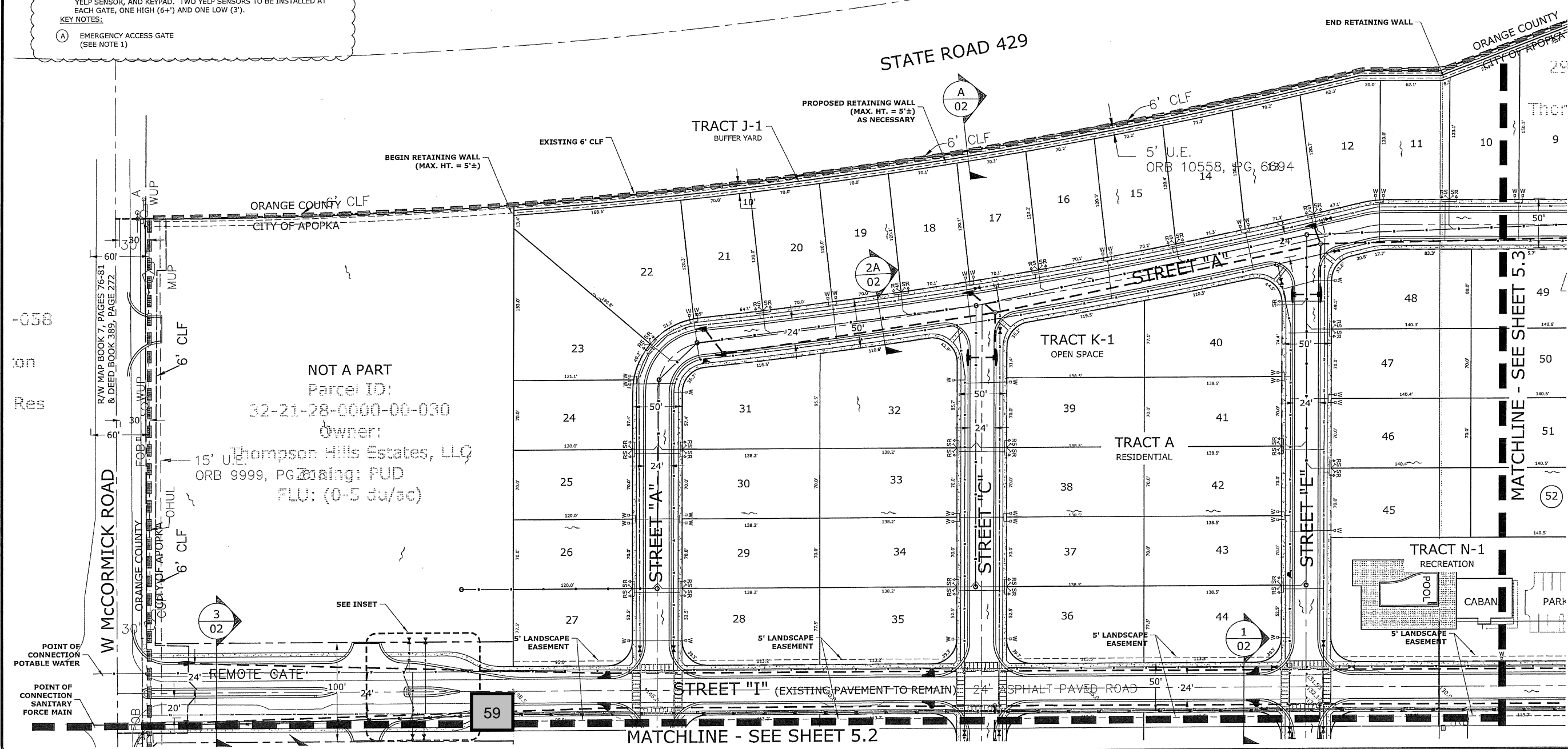
Parcel ID:
32-21-28-0000-00-016
Owner:
Orin L Barnes
Zoning: CITRUS RURAL ((ORANGE CO.)
FLU: RURAL (ORANGE CO.)



Digitally signed by
David Evans
DN: c=US, o=IdenTrust
ACES Business
Representative,
ou=EVANS
ENGINEERING,
cn=David Evans,
o.9.2342.19200300.10
0.1.1=401097530001
4B5AB37DA200003A5
8
Date: 2017.05.17
13:19:44 -04'00'



NOTES:
1. EMERGENCY ACCESS GATES TO BE INSTALLED WITH OPTICON SYSTEM, YELP SENSOR, AND KEYPAD. TWO YELP SENSORS TO BE INSTALLED AT EACH GATE, ONE HIGH (6+') AND ONE LOW (3').
KEY NOTES:
A EMERGENCY ACCESS GATE (SEE NOTE 1)



DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TVW/MWK

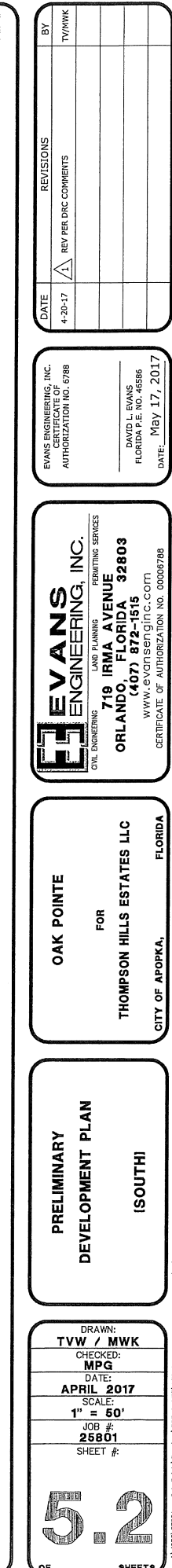
EVANS ENGINEERING, INC.
LAND PLANNING
ENGINEERING
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evanseng.com
CERTIFICATE OF AUTHORIZATION NO. 00006788
DAVID L EVANS
FLORIDA P.E. NO. 46586
DATE: May 17, 2017

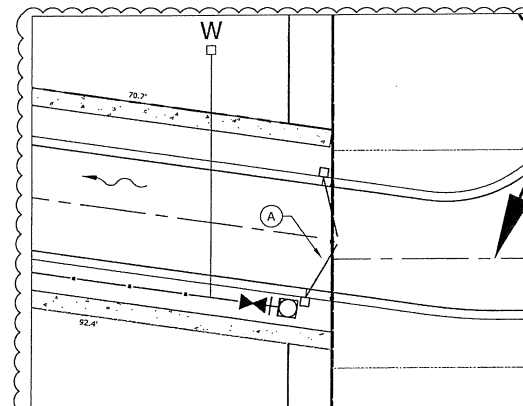
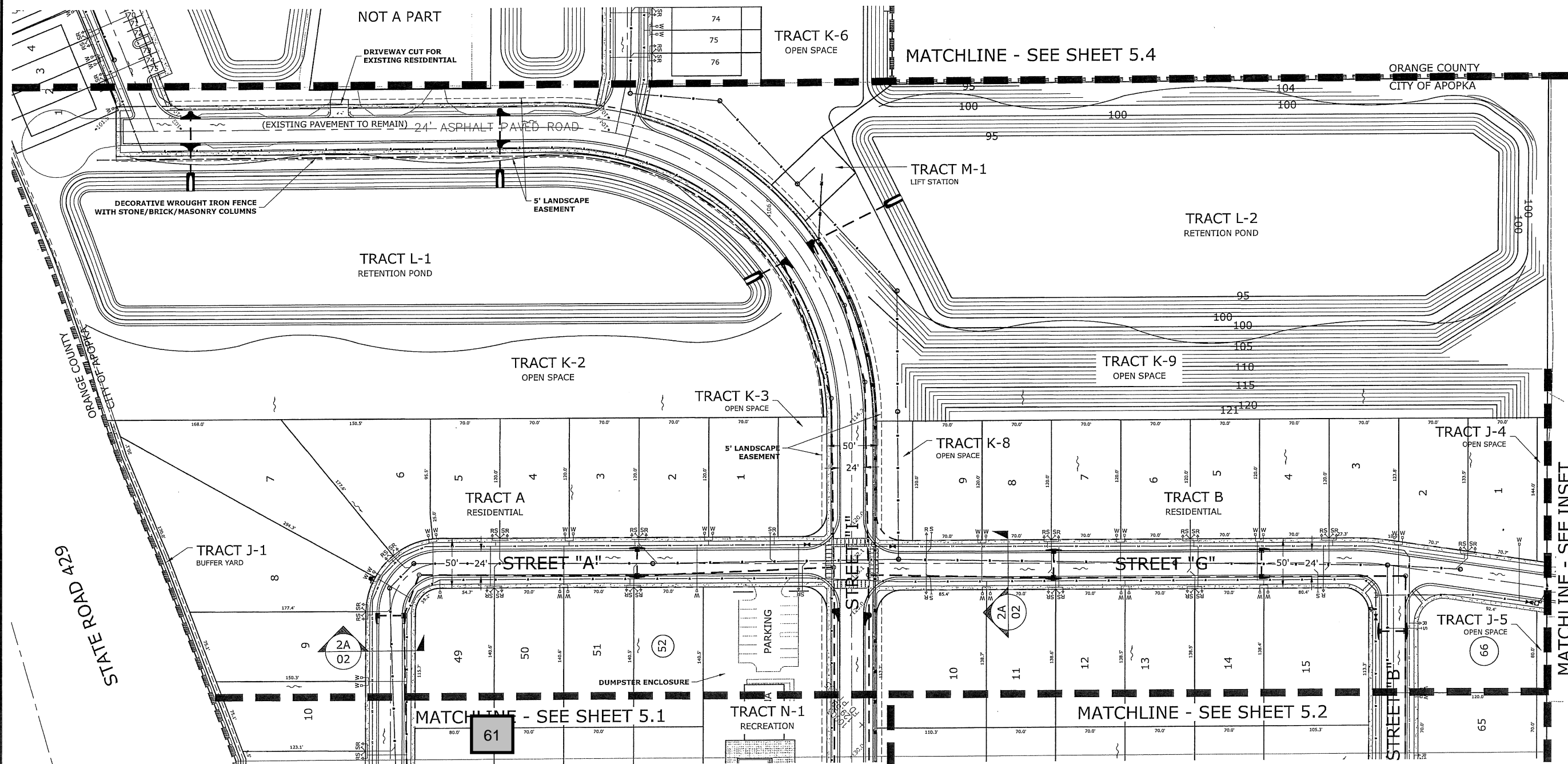
EVANS ENGINEERING, INC.
LAND PLANNING
ENGINEERING
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evanseng.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
CITY OF APOPKA, FLORIDA

PRELIMINARY
DEVELOPMENT PLAN
(SOUTH)

DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
APRIL 2017
SCALE:
1" = 50'
JOB #:
26801
SHEET #:
5.1
OF SHEETS



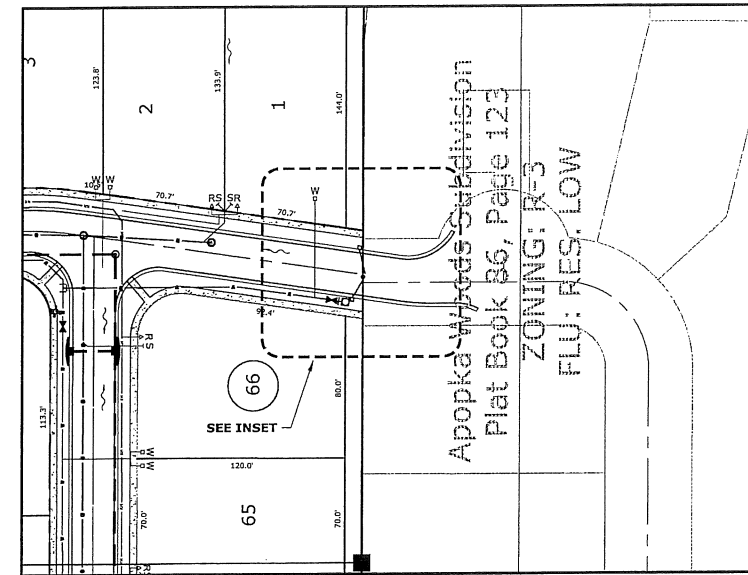


NOTES:

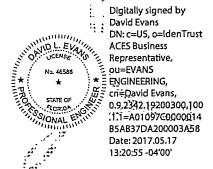
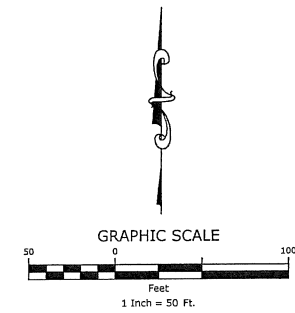
1. EMERGENCY ACCESS GATES TO BE INSTALLED WITH OPTICON SYSTEM, YELP SENSOR, AND KEYPAD. TWO YELP SENSORS TO BE INSTALLED AT EACH GATE, ONE HIGH (6'+) AND ONE LOW (3').

KEY NOTES:

(A) EMERGENCY ACCESS GATE
(SEE NOTE 1)



INSET



DATE	REVISIONS	BY
4-20-17	1 REV PER DRC COMMENTS	TV/MWK

EVANS ENGINEERING, INC.
CERTIFICATE OF
AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE: May 17, 2017

E **EVANS**
ENGINEERING, INC.

CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES

719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515

www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
CITY OF APOPKA, FLORIDA

**PRELIMINARY
DEVELOPMENT PLAN
[SOUTH]**

DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
APRIL 2017
SCALE:
1" = 50'
JOB #:
25801
SHEET #:

5.3

J:\VGBS\25801 -- Oak Pointe\Drawing\POP & MDP\25801 05 POP-MDP - POP.dwg (5:3) Plotted on: May 17, 2017 - 10:17am by Tveonwerner

MASTER SIGNAGE PLAN NOTES:

THE FOLLOWING CRITERIA HAS BEEN ESTABLISHED BASED ON SECTION 8.4.02 AND SPECIFICALLY SECTIONS A-H.
A MONUMENT SIGN WITHIN THE LANDSCAPED ISLAND IS PROPOSED AT THE PROJECT'S ENTRANCE.
AS SHOWN ON THE MASTER PLAN THE FOLLOWING TABLE HAS BEEN PREPARED TO DETERMINE MAXIMUM SIGNAGE HEIGHT AND AREA.

ROAD SUMMARY:

McCORMICK RD - WITH 2 OUT PARCELS

BASED ON THESE CRITERIA WE HAVE TABULATED TOTAL PROJECT SIGN AREA AND LOCATION AND IS AS FOLLOWS:

SIGN #1

McCORMICK RD. - 100 S.F. MAX. BASED ON 300' STREET FRONTAGE + 20 S.F. FOR MULTI-USE CENTER OR 120 S.F.

SIGNS #2 & 3:

OUT PARCELS - 2 OUT PARCELS AT 50 S.F. EACH OR 100 S.F.

TOTAL SIGN AREA 220 S.F.

SIGN #4 & #5:

ENTRANCE FEATURE SIGN BETWEEN TWO ADJACENT RESIDENTIAL NEIGHBORHOODS. SEC 2.02.18 (K)(2).

THE HEIGHT OF THE STRUCTURE FOR THE MONUMENT SIGN MAY BE 9' MAXIMUM; HOWEVER, SIGN FACE HEIGHT LIMITATION IS 8'.
THE DEVELOPER RESERVES THE RIGHT TO COMINGLE OUT PARCEL AND MONUMENT SIGNAGE BASED ON ACTUAL TENANT.

FLU: RURAL (ORANGE CO.)

STATE ROAD 429
(RIGHT OF WAY VARIES)

Parcel ID:
29-21-28-0000-00-049
Owner:
Central Florida Expressway

Parcel ID:
29-21-28-0000-00-016
Owner:
Thompson Hills Estates, LLC
Zoning: PUD
FLU: (0-5 du/ac)

Parcel ID:
29-21-28-0000-00-033
Owner:
Thompson Hills Estates, LLC
Zoning: PUD
FLU: Residential Low Density

Parcel ID:
29-21-28-0000-00-011
Owner:
Thompson Hills Estates, LLC
Zoning: PUD
FLU: Agricultural

Parcel ID:
28-21-28-0000-00-010
Owner:
Orange County BBC
Zoning: A-1

Parcel ID:
32-21-28-0235-00-004
Owner:
Apopka Woods Homeowners Assn.
Zoning: XXXX
FLU: XXXXXXX

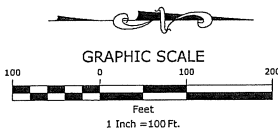
SIGN #2

Parcel ID:
32-21-28-0000-00-030
Owner:
Thompson Hills Estates, LLC
Zoning: PUD
FLU: (0-5 du/ac)

SIGN #1

SIGN #3

Parcel ID:
32-21-28-0000-00-004
Owner:
Thompson Hills Estates, LLC
Zoning: PUD
FLU: (RES. LOW)



Digitally signed by
David Evans
DN: c=US,
ou=Evans, o=Evans
Representative,
ou=Evans, cn=David Evans,
0.9.2342.19200300.1,
00.1.1.401697C0000,
01485A837DA20000,
3A58
Date: 2017.05.17
13:22:14 -04'00'

EVANS ENGINEERING, INC.
LAND PLANNING & ENGINEERING SERVICES
719 IRMA AVENUE #2803
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANS-ENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 00006788

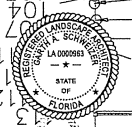
OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
CITY OF APOPKA, FLORIDA

FINAL CONSTRUCTION
PLANS
SOUTH
MASTER
SIGNAGE PLAN

DRAWN:
MWK/JSK
CHECKED:
DLE
DATE:
JULY 2016
SCALE:
1" = 40'
JOB #:
25801
SHEET #:

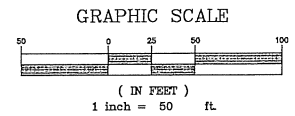
06
SHEETS

(R/W WIDTH 66'-0" / 20.118 M)
PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PROJECT NO. 75320-6460-604
RIGHT-OF-WAY MAP FOR STATE ROAD 429
(4 LANE PAVED DIVIDED ROADWAY)



Digitally signed by Garth
Schweizer LA0000963:
Date: 2017.05.17
12:41:47 -04'00'

SIGNATURE _____ REG. NO. _____ DATE _____



(SHEET 1 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

3 5/17/17
2 5/01/17
1 4/12/17
1/31/17
DRAWN BY: KB
HEET NUMBER
L-1



Digitally signed by Garth
Schweizer-LA0000963
Date: 2017.05.17
12:42:38 -04'00'

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE	REG. NO.	DATE
-----------	----------	------

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.

MATCHLINE 'A' (THIS SHEET)

N29°52'07"W

MATCHLINE 'A' (THIS SHEET)

66

23 TREE LOCATION
AND NUMBER
(412)

HATCHING INDICATES
LIMITS OF TREE REMOVAL

MATCHLINE - SEE SHEET L-2

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft



Digitally signed by Garth
Schweizer-tA0000963
Date: 2017.05.17
12:43:09 -04'00'

TREE REMOVAL PLAN

(SHEET 3 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN
ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21,
2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

REG. NO.

DATE



SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN

PO BOX 948303 • APOPKA, FLORIDA 32794 • PH: (407) 376-1223
LICENSE NO. LC2000087 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703



3 5/17/17

2 5/01/17

1 4/12/17

1/31/17
DRAWN BY: KB

SHEET NUMBER

L-3

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BO JACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.

TREE REMOVAL

TREE NO.	SPECIES	DIAMETER (INCHES)	QUANTITY
1	OAK	6	SINGLE
2	PINE	14	SINGLE
3	PINE	8	SINGLE
4	PINE	12	SINGLE
12	OAK	24	SINGLE
13	OAK	24 *	SINGLE
14	OAK	24	SINGLE
16	OAK	23	DOUBLE
17	OAK	38	SINGLE
35	OAK	24	SINGLE
36	OAK	36	SINGLE
37	OAK	26	SINGLE
38	OAK	30	SINGLE
39	OAK	24	DOUBLE
40	OAK	28	SINGLE
41	OAK	64	SINGLE
42	CABBAGE PALM	20	SINGLE
43	OAK	32	SINGLE
44	OAK	28	SINGLE
45	OAK	30	SINGLE
46	OAK	22	SINGLE
47	OAK	30	SINGLE
114	OAK	26	SINGLE
115	OAK	24*	SINGLE
116	OAK	24	SINGLE
117	OAK	30	SINGLE
118	OAK	28	SINGLE
119	OAK	32	SINGLE
120	OAK	30	SINGLE
121	OAK	44	SINGLE
122	OAK	28	SINGLE
123	OAK	30	SINGLE
124	OAK	30	SINGLE
125	OAK	42	SINGLE
126	OAK	34	SINGLE
127	OAK	26	SINGLE
128	OAK	30	SINGLE
129	OAK	30	SINGLE
130	OAK	46	SINGLE
131	OAK	28	SINGLE
132	OAK	28	SINGLE
133	OAK	52	SINGLE
134	OAK	24	SINGLE
135	OAK	34	SINGLE
136	OAK	24	SINGLE
137	OAK	32	SINGLE
138	OAK	24	SINGLE
139	OAK	32	SINGLE
140	OAK	80	SINGLE
141	OAK	24	SINGLE
142	OAK	26	SINGLE
143	OAK	40	SINGLE
144	OAK	24	SINGLE
145	OAK	22	SINGLE
146	OAK	24	SINGLE
147	OAK	44	SINGLE
148	OAK	26	SINGLE
151	OAK	42	SINGLE
152	OAK	36	SINGLE
172	OAK	6	DOUBLE
173	OAK	18	SINGLE
174	OAK	10	SINGLE
175	OAK	20	SINGLE
176	OAK	20	SINGLE
177	OAK	10	SINGLE
178	OAK	6	DOUBLE
179	OAK	8	SINGLE
180	OAK	12	SINGLE
181	OAK	18	SINGLE
182	OAK	24	SINGLE
183	OAK	8	DOUBLE
184	OAK	22	SINGLE
185	OAK	28	SINGLE
186	OAK	12	SINGLE
187	OAK	6	SINGLE

TREE REMOVAL TABLE NOTES:

1. TREES #13 & #115 SIZES CHANGED DUE TO ERROR IN SIZE REPORTED ON TREE SURVEY FOUND DURING SITE ANALYSIS BY LANDSCAPE ARCHITECT(INDICATED BY *).
2. TREES #145, #148, #222, #238, #249, #251, #253, #254 & #260 OMITTED FROM TREE MITIGATION CALCULATIONS DUE TO EXTREME POOR HEALTH AND/OR DISEASE (INDICATED BY STRIKETHROUGH).
3. TREES #5 - #11, #15, #18 - #34, #48, & #74 - #113 HAVE BEEN OMITTED FROM THE TREE REMOVAL & TREE PRESERVATION TABULATIONS AS THEY ARE OUTSIDE THE LIMITS OF THE PROJECT.

TREE PRESERVATION

TREE NO.	SPECIES	DIAMETER (INCHES)	QUANTITY
188	OAK	14	SINGLE
189	OAK	12	SINGLE
190	OAK	12	SINGLE
191	OAK	48	SINGLE
194	OAK	24	SINGLE
195	OAK	18	DOUBLE
198	OAK	12	SINGLE
200	CABBAGE PALM	16	SINGLE
201	OAK	14	SINGLE
202	CABBAGE PALM	14	SINGLE
203	OAK	8	SINGLE
204	OAK	8	DOUBLE
205	OAK	32	SINGLE
206	OAK	14	DOUBLE
207	OAK	20	SINGLE
208	OAK	14	SINGLE
209	OAK	10	SINGLE
210	OAK	28	SINGLE
211	OAK	6	3-4 CLUSTER
212	CABBAGE PALM	16	SINGLE
213	OAK	10	3-4 CLUSTER
214	OAK	32	SINGLE
215	OAK	40	SINGLE
216	OAK	36	SINGLE
217	OAK	24	TRIPLE
218	OAK	30	SINGLE
219	OAK	36	SINGLE
220	OAK	42	SINGLE
221	OAK	42	SINGLE
222	OAK	50	SINGLE
223	OAK	40	SINGLE
224	OAK	28	SINGLE
225	OAK	26	TRIPLE
226	OAK	42	SINGLE
227	OAK	40	DOUBLE
228	OAK	38	SINGLE
229	OAK	24	TRIPLE
230	OAK	32	SINGLE
231	OAK	26	SINGLE
232	OAK	22	SINGLE
233	OAK	44	SINGLE
234	OAK	46	SINGLE
235	OAK	30	SINGLE
236	OAK	26	SINGLE
239	OAK	26	SINGLE
240	OAK	18	TRIPLE
242	OAK	30	SINGLE
243	OAK	30	SINGLE
244	OAK	20	SINGLE
245	OAK	18	SINGLE
246	OAK	18	SINGLE
247	OAK	26	SINGLE
248	OAK	18	SINGLE
249	OAK	24	SINGLE
250	OAK	20	SINGLE
251	OAK	32	SINGLE
252	OAK	34	SINGLE
253	OAK	40	SINGLE
254	OAK	42	SINGLE
255	OAK	34	SINGLE
256	OAK	68	SINGLE
257	OAK	28	SINGLE
258	OAK	18	SINGLE
259	OAK	20	SINGLE
260	OAK	28	SINGLE
261	OAK	28	SINGLE
262	OAK	18	SINGLE
263	OAK	16	DOUBLE
264	OAK	52	SINGLE
265	OAK	42	SINGLE
266	OAK	26	SINGLE
267	OAK	26	SINGLE
268	OAK	34	SINGLE
269	OAK	10	SINGLE

TREE MITIGATION

PROTECTED TREE REMOVAL INCHES: 4,090" DBH
MITIGATION RATE (1:1 REPLACEMENT): x 1

TOTAL REPLACEMENT INCHES REQUIRED: 4,090"

PROTECTED TREE INCHES TO BE PRESERVED: 940" DBH
(SEE PRESERVATION LIST ABOVE)

PROPOSED TREE INCHES TO BE PLANTED: 1,792" DBH
(SEE PROPOSED TREES LIST BELOW)

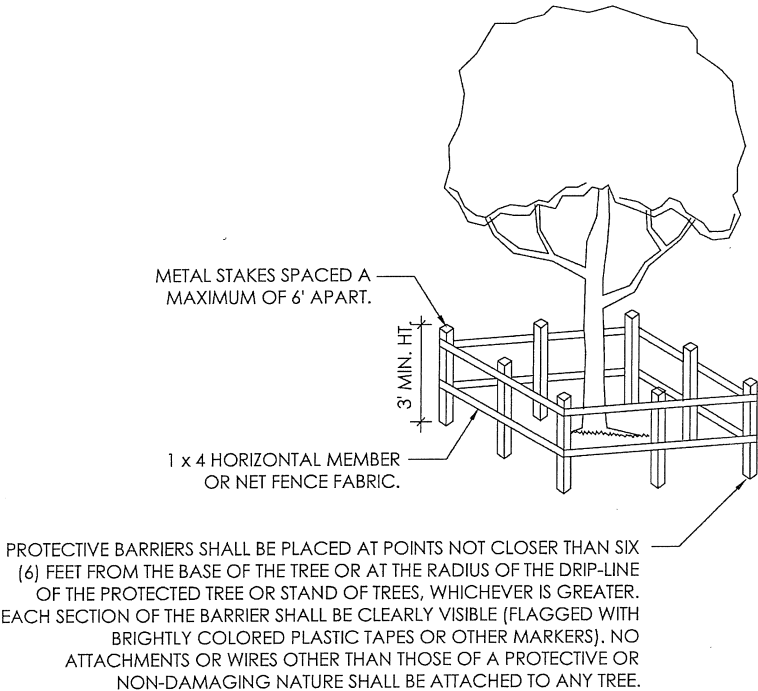
REMAINING INCHES TO BE MITIGATED: 1,358" DBH
TOTAL TREE BANK PAYMENT (\$10/INCH): \$13,580.00

PROPOSED TREES:

346 LOT TREES x 3" DBH = 1,038"
116 LIVE OAKS @ 3.5" DBH = 406"
35 BALD CYPRESS @ 3" DBH = 105"
49 PINE TREES @ 3" DBH = 147"
25 RED CEDAR @ 3" DBH = 75"
7 CRAPE MYRTLES @ 3" DBH = 21"

TOTAL PROPOSED INCHES TO BE PLANTED: 1,792"

TREE PROTECTION DETAIL



TREE PROTECTION NOTES

1. Protective barriers constructed of wood rails, chain link fabric or orange plastic safety netting shall be placed around the tree or trees to form a continuous barricade at least four feet high. Ideally such barriers will form a protection zone described by the drip line.
2. Protective barriers shall remain in place until landscape operations begin or until construction in the immediate area has been completed.
3. Trenching for underground utilities shall be prohibited inside the protective barriers. If underground utilities must be routed through the protected area, tunneling shall be required. All landscape preparation in these areas shall be conducted by hand, except for mechanical tunneling as needed.
4. No vehicles, equipment, materials or fill shall be placed or stored within the protected area.

TREE REMOVAL PLAN

(SHEET 4 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.



Digitally signed by Garth Schweizer LA0000963
Date: 2017.05.17 12:43:46 -04'00'

SIGNATURE REG. NO. DATE



LANDSCAPE & IRRIGATION DESIGN
PO BOX 948383 • APTLAND, FLORIDA 32794 • PH: (407) 376-1423
LICENSE NO. LC24000467 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

1/31/17

5/17/17

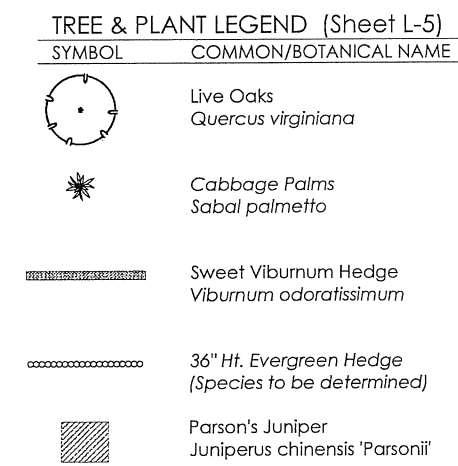
5/01/17

4/12/17

SHEET NUMBER

L-4

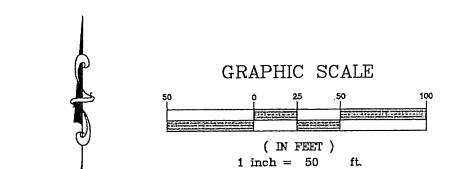
STATE NO. (R/W WIDTH VARIES)
 PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 RIGHT-OF-WAY MAP FOR STATE ROAD 429
 PROJECT NO. 75320-6460-604
 (4 LANE PAVED DIVIDED ROADWAY)



LANDSCAPE & IRRIGATION DESIGN

PO BOX 948383 • MAITLAND, FLORIDA 32794 • PH. (407) 376-1423
 LICENSE NO. LC26000487 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703







LANDSCAPE PLAN

(SHEET 1 OF 4)

LANDSCAPE & IRRIGATION DESIGN

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SIGNATURE _____ REG. NO. _____ DATE _____


 5/17/17
 5/01/17
 4/12/17
1/31/17
• DRAWN BY: KB
SHEET NUMBER
L-5

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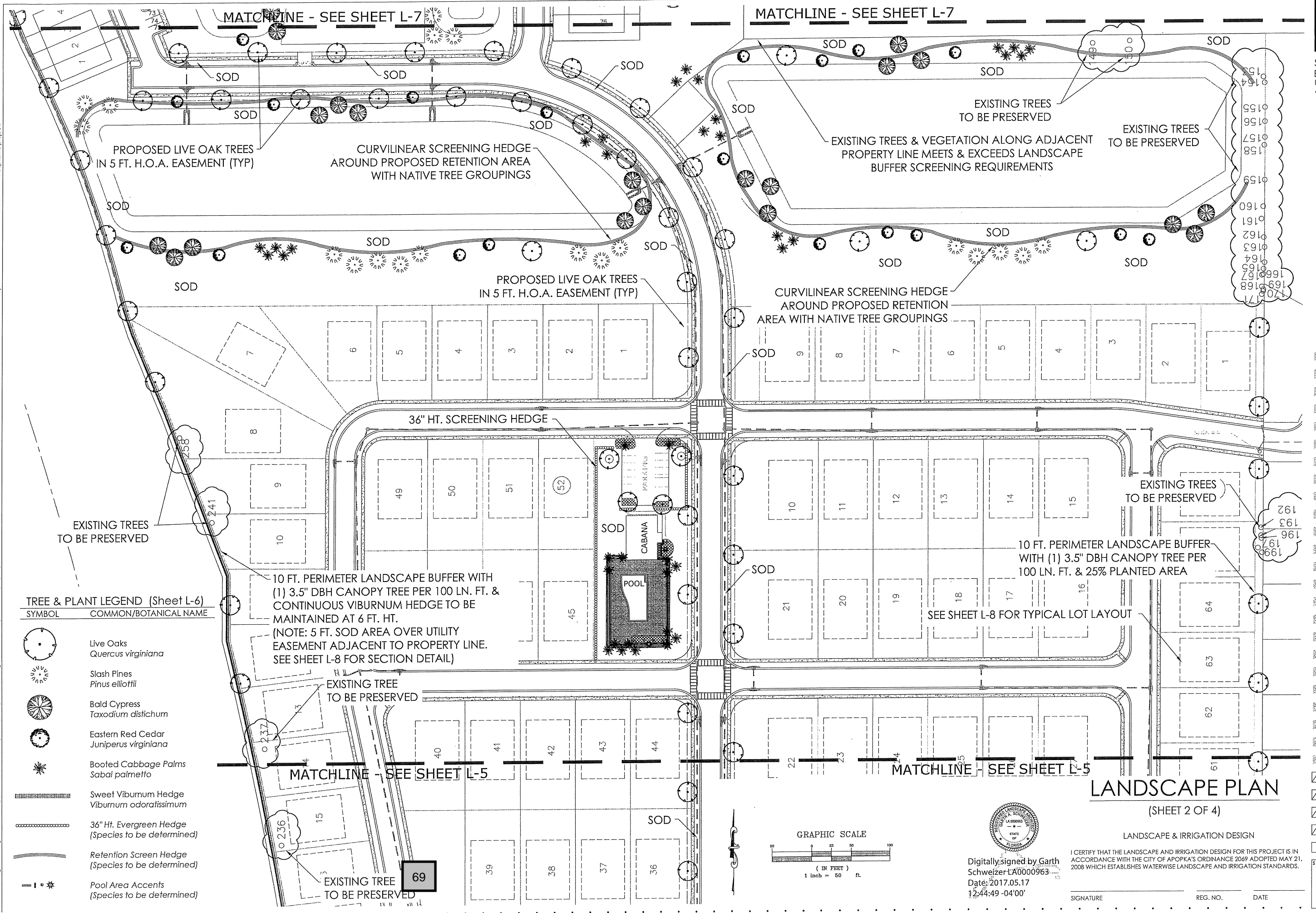
SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 94883 • MIAMI, FLORIDA 33174 • PH: (407) 376-1423
LICENSE NO. LC24000487 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

1/31/17
DRAWN BY: KB
SHEET NUMBER

L-6



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MATCHLINE 'A' (THIS SHEET)

TREE & PLANT LEGEND (Sheet L-7)

SYMBOL	COMMON/BOTANICAL NAME
	Live Oaks <i>Quercus virginiana</i>
	Slash Pines <i>Pinus elliotii</i>
	Bald Cypress <i>Taxodium distichum</i>
	Eastern Red Cedar <i>Juniperus virginiana</i>
	Standard Cape Myrtle <i>Lagerstroemia indica</i>
	Booted Cabbage Palms <i>Sabal palmetto</i>
	Sweet Viburnum Hedge <i>Viburnum odoratissimum</i>

CELL TOWER
(NOT LOCATED)

MATCHLINE 'A' (THIS SHEET)

70

10 FT. PERIMETER LANDSCAPE BUFFER WITH
(1) 3.5" DBH CANOPY TREE PER 100 LN. FT. &
CONTINUOUS VIBURNUM HEDGE TO BE
MAINTAINED AT 6 FT. HT.
(NOTE: 5 FT. SOD AREA OVER UTILITY
EASEMENT ADJACENT TO PROPERTY LINE.
SEE SHEET L-8 FOR SECTION DETAIL)

EXISTING TREES & VEGETATION ALONG ADJACENT
PROPERTY LINE MEETS & EXCEEDS LANDSCAPE
BUFFER SCREENING REQUIREMENTS

DOG PARK

SOD

MULTI-PURPOSE
PLAYING FIELD

SEE SHEET L-8 FOR TYPICAL TOWNHOME LAYOUT

TOT LOT AREA
(SEE AMENITY PLAN)

BENCH (TYP)

PICNIC TABLE &
LITTER RECEPTACLE
(SEE AMENITY PLAN)

SOD

MULTI-PURPOSE
PLAYING FIELD

SOD

LANDSCAPE PLAN

(SHEET 3 OF 4)

LANDSCAPE & IRRIGATION DESIGN

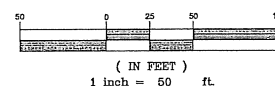
I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN
ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2059 ADOPTED MAY 21,
2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

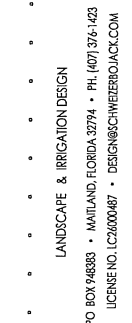
REG. NO.

DATE

GRAPHIC SCALE



Digitally signed by Garth
Schweizer L'A0000963
Date: 2017.05.17
12:45:16 -04'00'



OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOKA FL 32703

5/17/17
• DRAWN BY: KB
SHEET NUMBER
L-9

STATE ROAD 429
(R/W WIDTH VARIES)
PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RIGHT-OF-WAY MAP FOR STATE ROAD 429
PROJECT NO.75320-6460-604
(4 LANE PAVED DIVIDED ROADWAY)

ORANGE COUNTY
CITY OF APOPKA

NOT A PART

TRACT J-1
BUFFER

SINGLE FAMILY

TRACT J-2
BUFFER

ORANGE COUNTY
CITY OF APOPKA

TRACT L-1
RETENTION

TRACT L-3
RETENTION

NOT A PART

SINGLE FAMILY TOWNHOMES

TRACT J-3
BUFFER

SEE SHEET L-10 FOR AMENITY SPECIFICATIONS

DOG PARK

TRACT M-1
LIFT STATION

TRACT K-6
OPEN SPACE

TOT LOT

CITY OF APOPKA
ORANGE COUNTY

MULTI-PURPOSE
PLAYING FIELD (TYP)

ORANGE COUNTY NORTHWEST
WATER RECLAMATION FACILITY

UNPLATTED

TRACT L-2
RETENTION POND

CITY OF APOPKA
ORANGE COUNTY

TRACT J-5
BUFFER

TRACT J-4
BUFFER

APOPKA WOODS SUBDIVISION
(P.B. 86, PG. 123)

PELOCK DRIVE
(50' R/W)

APOPKA WOODS SUBDIVISION
(P.B. 86, PG. 123)

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

AMENITY PLAN
(SHEET 1 OF 2)

Digitally signed by Garth
Schweitzer LA0000963
Date: 2017.05.17
17:46:14 -04'00'

AMENITY PLAN

(SHEET 1 OF 2)



Digitally signed by Garth
Schweizer LA0000963
Date: 2017.05.17
12:46:14 -04'00'

SIGNATURE

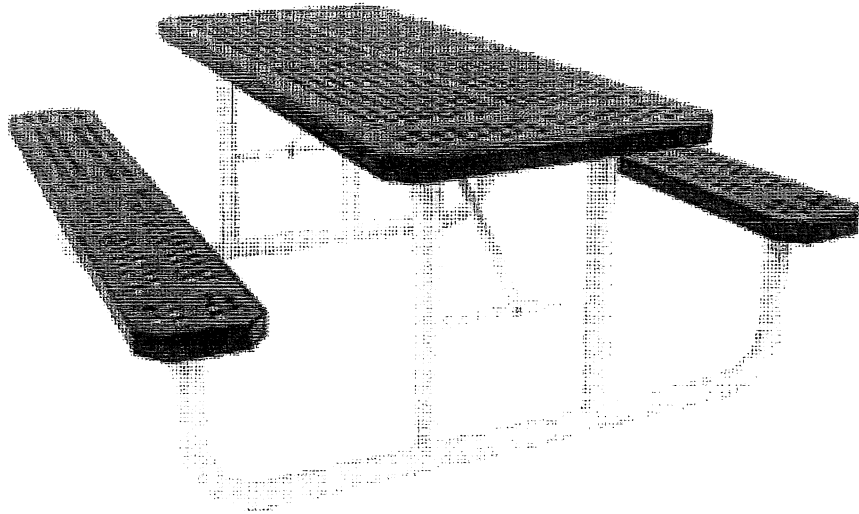
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DAT

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AMENITY LEGEND

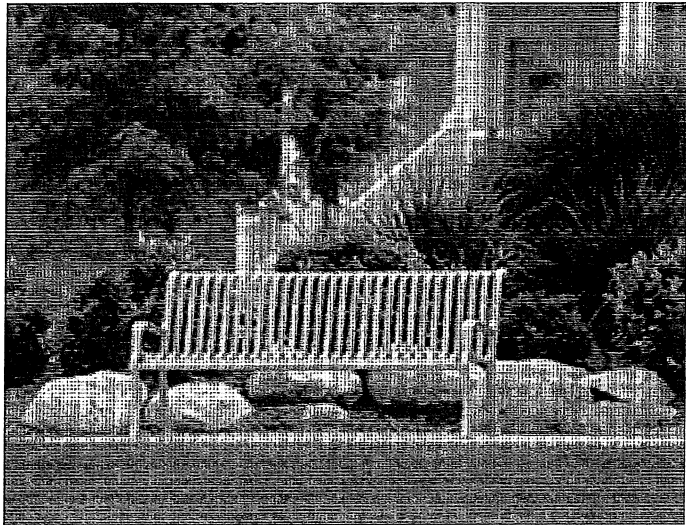
Ⓐ TUFFCLAD SERIES HEAVY DUTY PICNIC TABLE
Model 28014, by Gametime



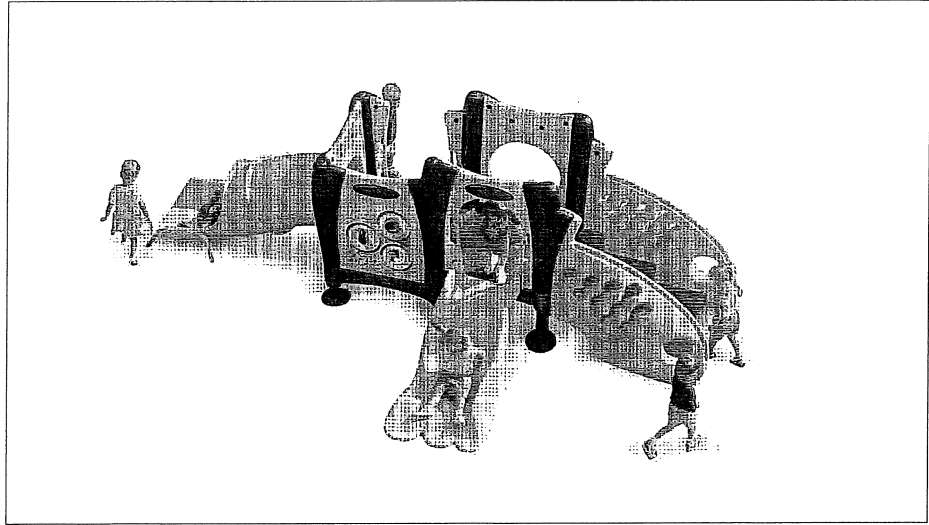
Ⓒ ARLINGTON SERIES LITTER RECEPTACLE
Model UL9310 - 24" x 30", by Gametime



Ⓑ ARLINGTON SERIES BENCH WITH ARMREST
Model UF9106, by Gametime



Ⓓ TODDLER PLAYGROUND 2
Model 20002, by Gametime



AMENITY PLAN
(SHEET 2 OF 2)



Digitally signed by Garth
Schweizer-LA0000963
Date: 2017.05.17
12:46:55 -04'00'

SIGNATURE

REG. NO.

DATE

OAK POINTE PUD MASTER PLANDPRELIMINARY DEVELOPMENT PLAN

CODE INCONSISTENCIES

General Inconsistencies

1. Northern Road Right-of-Way. Applicant has not provided a development agreement that requires dedication of a 60-foot wide right-of-way from the northern project line to Ocoee-Apopka Road following alignment delineated in the Oak Pointe North Master Plan (i.e., the parcel abutting to the north under the same ownership). Development Agreement also will need to address phasing of development, maintenance and ownership regarding off-site landscaping and road improvements.
2. Master Plan\Preliminary Development Plan does not provide sufficient and adequate details and information necessary for a PUD master plan or for a preliminary development plan. The proposed development lacks a planned image and neighborhood identity. No theme appears between the architecture, amenities, and neighborhood design. Entrance features provide no transition or identity to commercial areas to the north and south. (Sec. 6.09.3.1.1.; Sec. 2.02.18.j.4; Sec. 2.02.18.D3)
3. Provide legal opinion from attorney or letter from enclave property owner (Jason Revelle, parcel 29-21-28-0000-00-007) regarding private roads and private community, as the private community surrounds this separate parcel, this information is needed to address unified control of the proposed development, road vacate, and legal access. (Sec. 2.02.18.D.2.)
4. Common Open Space. Lack of adequate information and data is provided to confer open space meets the LDC requirements for a PUD. Open space number on Sheet 4 do not match when listed separately. A breakdown of the open space is needed to confirm consistency with minimum open space standard. (Sec. 2.02.18.D.19)
5. Provide a table listing each residential lot, its width, and square feet. (Sec. 2.02.18.K.9)
6. Development Design Standards. Inadequate information is provided to demonstrate that a neighborhood identify is planned. Proposed design standards do not identify architectural themes, fencing standards, or other details typically provided in residential PUD or Mixed-EC residential communities. No architectural theme for homes is presented. No correlation between the home architecture and the entrance features and cabana are provided. (Sec. 2.02.18.K)
7. Sheet 4. Master Plan does not adequately explain how the land south of the Revelle\townhome parcel\tract will be assigned to a tract and what it will be used for. A tract number and purpose need to be assigned to that strip of land. (Sec. 2.02.18.D.2.)
8. Master Plan illustrate a poor integration between the commercial parcels to the south and the residential homes. Lots 3 and 9 are visually exposed to the commercial tracts with no landscape screen. (Sec. 2.02.18. D.5; Sec. 6.09.3.1.)
9. Jurisdictional\Ownership Control. A table needs to be added to identify ownership and maintenance responsibility for each Tract. Note: the utilities are controlled by Orange County),
10. Master Plan\PDP does not appear to take into consideration the Development Design Standards\Guidelines set forth in Section 6.09, LDC regarding residential development (such as entrance features, landscaping, etc.). (Sec. 6.09.3.1.1.; Sec. 2.02.18.j.4; Sec. 2.02.18.D3)
11. Development Standards do not provide sufficient language regarding future HOA and common area access. Will townhome and single family residents have access to all common areas? Will there be a master HOA and two sub-HOAs?

12. Townhome development provides no diversity in the dwellings. All are one-car townhomes. (Sec. 2.02.18.A.)
13. Sheet 4 -The single family lots in Tract A are numbered 1 – 52 and the single family lots in Tract B are numbered 1 – 66, totaling 118. The lots should be numbered sequentially, 1 -118, the same way they will be numbered for the plat.
14. Sheet 4 - The number of townhome lots shown on Sheet 4 in the Site Data Table reports 106 lots, but on the Proposed Use Data Table, also on Sheet 4, reports 108 total number of townhome lots. The plan shows 106 lots. These discrepancy needs to be corrected on the plan sheet.
15. Master Plan/PDP references townhomes with one and two car garages, but none of the proposed architectural renderings provides a two-car garage. Development Standards do not identify the percent of townhomes that will be two-car garage homes.

Information Corrections\Site Plan Errors

1. Sheet 2.0. Wall details need to be relocated to the Landscape Plan sheets.
2. Sheet 2.0. Add minimum front yard setback for front entry garages for single family homes is 30 feet.
3. Sheet 2.0. Add minimum front yard setback for front entry garage for townhomes at 22 feet.
4. Sheet 4.0. Tracts K1 through K-5, L-3, N-1, and O-1 do not appear on Sheet 4.0. Add these tracts to the sheet.
5. Use Table (PUDT) and Note 5 are not consistent with each other. One states the roads are public and private, and the other states the proposed use of the roads are public.
6. Sheet 4.0. PUDT lists 9.86 and 2.54 acres for ROW but does not identify the location of where these acreages originate.
7. Sheet 4.0, PUDT. ROW acreage in the DUDT (12.40) does not calculated to the 12.90 acres as shown in the Site Data Table.
8. Open space numbers do not appear to match between the PUDT and the Site Data table.
9. Sheet 4.0. Maximum building height is not provided.
10. Sheet 4. Minimum house size and townhome livable area are not included in the development standards or the site date.
11. Sheet 11-9. Tract number for pool center is missing.
12. Sheet 4. Not all Tract numbers are shown or identified. A separate tract is needed for the multi-family parking lot.
13. Sheet 6. Sheet number in title block. Change the sheet number from 06 to 6.0.

14. Will a two-car garage townhome be offered? If not why? Provide a diversity in housing type by providing some townhome units with two car garages.
15. Sheet 4. Tracts K-1 – K-5, K-7 –K-9, L-3, N-1, and O-1 are listed in the Proposed Use Data Table, but not labeled on the plan sheet. Every tract should be delineated and labeled by tract number. All sheets need to be checked for consistency with missing tracts. Streets need to be assigned as tracts, as the community will be private.
16. Sheet 4. The Proposed Use Data Table lists Tract O-1 as parking/ROW, but the acreage is included in the ROW overall total. Clarify in the table whether it is parking or ROW and adjust the corresponding numbers accordingly.
17. Sheet 5.3 and 5.4, add a comment that the ponds shall be designed to meet all the LDC 6.06.00 requirements.

Landscape, Buffers, and Entrance Features

1. Sheet L-7. Landscape islanded in the parking lot at the northeast corner of the townhome area show understory trees. Replace with canopy trees.
2. Perimeter Landscaping
 - a. Western buffer Tract along S.R. 429. A ten foot landscape buffer tract is provided but applicant requests waiver of a six-foot high buffer wall. Landscape trees are place 100 feet apart instead of the 25 foot minimum distance. Dense mature landscaping is encourage for screening residential development from major roadways. (Sec. 2.02.18.B.21.e (3); Sec. 2.02.05.H.; Sec. 6,07.3.9.)
 - b. Perimeter buffer on the west side of development must be consistent with Section 2.02.18.21.d., LDC. Additional landscaping and trees are needed.
 - c. Southern Landscaping. Landscaping is located on the commercial parcels. No reference is addressed as to who will maintain this landscaping. Is this an easement or a Tract? As this is a gated community, install the buffer wall and landscape buffer for the commercial parcels and establish temporary maintenance authority and easement to the HOA through the development agreement.
 - d. Tract K-6. Trees and shrubs to be placed at perimeter of tract K-6, per section 2.02.18.d.
3. Sheets L-5-L8. Provide landscape screen to buffer adjacent townhomes from park area, similar to the pool facility.
4. Tract N-1. Pool area. Insufficient landscape screening is provided to buffer residential homes abutting to the west and south. Landscape screen between the pool house and Lots 45 and 52 needs understory trees planted every ten to fifteen feet apart. No hedge or screen in provided to the west. Additional landscaping should be planned along the east side to screen homes to the east
5. Entry Features. (Sec. 6.09, 3.1.1, LDC) For a private residential community of this scale, the entrance are inadequate. The entrance feature only includes a gate and narrow landscape

medians. Entrance features shall include community sign, additional landscaping, and will be provide screening to abutting residential.

6. Adequate entrance feature that create neighborhood identify. Entrance features typically comprise of such components as brick walls, additional landscaping, fountains, clock towers, or other architectural structures that signify the boundary of place and support place-making. (Sec. 6.7, 3.1.1, LDC). Entrance features are requested at both primary and secondary entrance. Entrances shall utilize landscaping, streetscape patterns/furniture, fountains, walls and other architectural or design features are not provided at the entrance. Integrated signage to communicate the development's planned image.
7. Entrance Features and Landscaping. The overall design of berms walls, fences and screening should present a quality impact. Insufficient stacking area is provided outside the southern gate and stacking appears to block commercial driveways and into public road section of Street "I". (Sec. 6.09.3.1.1.; Sec. 2.02.18.j.4; Sec. 2.02.18.D3)
8. The landscaping along the south project boundary is located within the commercial parcels. No information is provided as to who will maintain the off-site landscaping, whether the landscaping is temporary. The commercial tract will be required to have a brick wall. Install the commercial landscape buffer at this time with required landscaping, with a development agreement condition that HOA will maintain until the commercial parcel developments. Provide a detail of the landscape buffer on the commercial parcel. (Sec. 2.02.18.D.2.)
9. Landscaping is provided within Street I from McCormick Road to the project southern Gate. The Gate and Landscaping are all located within the commercial tracts. The Landscape median are not identified as tracts controlled by a property owner or the City. Who maintains these? Location of public and private road is not delineated. (Sec. 2.02.18.D.2.)
10. Sheet L-8. Street trees not shown on residential streets except for Street I and a typical inset. Street tree separation does not meet LDC requirement of one tree per 35 feet. Trees are shown within the Sheet L-8 to be 70 feet distance from center to center of tree, not 35 feet (Sec. 5.01.08)
11. Sec. 6.09.3.6. Single family lots to have three trees per lot. Only 2 are proposed. Street trees are separate and not counted as lot trees. (Sec. 6.09, LCD; Article 5.)
12. Tract M-1. Lift Station. A buffer wall and landscaping are not provided to screen the lift station.

Amenities, Parks and Recreation, Open Space

1. Tract N-1 Park (Sheet L- 9)
 - a. Bicycle rack is to be provided. Identify location and provide detail
 - b. Include architectural rendering of the cabana building. Include as an inset to Sheet L-10.
2. Tract K-6 Park (Sheet L-9)
 - a. Bicycle rack is to be provided. Identify location and provide detail.
 - b. No internal pedestrian system is provided in Park K-6. Provide sidewalks with connection to sidewalks to the townhome road and Street I. (Sec. 2.02.18.D.18)

- c. Provide pedestrian level lighting. (Sec. 2.0-2.18.d.18)
- d. Proposed recreation facilities are not to scale with the scale of the community. Recreation facilities lack details to assure that the amenity will only be an open field. Recreation plan includes one slide for a tot lot and two multi-use fields that appear to be only open lawn.
 - i. The dog park has no details. While it be fenced? Where is the entrance? Where is the sidewalk to the dog park? Are there benches for the owner? Trash can for waste bags? Dog bag dispenser?
 - ii. Tot lot has no detail. Will it be fenced? Other than on slide, other recreation equipment needs to be added.

Transportation and Access

1. Sheet 3.0. ROW Vacate. If all internal roads are to be private streets, then all of Street "I" will need to be vacated. Show all of road that will be vacated within Sheet 4.02. Sheet 4. Termination line of Private\Public Streets. Provide demarcation line where the public and private street will stop.
2. Sheet 4. Street I, south of project line. No information is provided regarding end and start of public road and private road. Vehicle stacking behind the gate will block the commercial driveway entrance. Is Street I from McCormick Road to south project line or the southern gate a public or private street.
3. All private roads need to be presented as Tracts. The tract line will distinguish where the private and public road stops.
4. Cross Walks along Street I. Material of crosswalks? Are these painted or brick paver cross walks?
5. The plans lack information related to the gated entrance and whether it will create a stacking condition that extends to McCormick Road and blocking the access to the two commercial parcels. The site plans show the gate and the stub outs to the commercial lots with no separation which means each time a car stops to access the gate, access to the two commercial parcels will be blocked. The applicant must provide a stacking analysis to determine (1) if entering traffic will back up onto McCormick Road and if so, how best to address the issue. The entrance driveway should be redesigned to accommodate access to the two commercial parcels and allow for suitable vehicle staking in front of the entry gate.
6. The applicant should evaluate the need for turn lane additions for all new project access public intersections or driveways on West McCormick. Please provide this evaluation in order for the City to determine the need for turn lanes at these locations. Turn lanes are likely needed to provide deceleration along these roadways and would be consistent with access to the adjacent properties. [6.02.04.D.1 LDC]
7. Driveway spacing standards on West McCormick Road need to be demonstrated for the intersection with Street I. Driveways should be spaced such that the required turn lane length for deceleration of each can be provided without extending into the next

driveway or intersection. It is recommended that the applicant provide a site access plan that addresses stacking at the gated entrance, conflicts with cross access to future commercial development south of the gated entrance and to show the proposed turn lane lengths and how they meet standards for queuing and deceleration.

8. Sheet 2.0. All the cross sections show a four foot wide sidewalk; however, the code requires a minimum five foot wide sidewalk.
9. Gate Key pad location and turn around area location is not clearly identified.

Parking.

1. Sheet L-7. Parking Lot Landscaping. Multi-Family parking areas. Vegetative screen on the south side of parking lot is needed with trees and shrubs. (Sec. 6.08.3.32).
2. Sheet L-7. Handicapped Parking. No handicapped parking is provided at the townhome or pool house parking areas. (Sec. 6.03.2.B)

Building Architecture and Housing Diversity

1. Incorporate the architectural renderings for the townhomes into the plan set with a note that the community development director may approve alternative architectural design of equal or greater type. Alternatively, provide architectural standards within the Development Design Guidelines. Sec. 6.09, 3.1.1, LDC)
2. An architectural theme is missing between the homes, entrance features, common areas, etc. (Sec. 6.09, 3.1.1, LDC)
3. Only one-car garage is provided for the townhomes. A two-car garage option is not provided.

Backup material for agenda item:

1. FINAL DEVELOPMENT PLAN – LAKE LUCIE EQUESTRIAN TRAIL HEAD – Property owned by the Orange County Board of County Commissioners and the applicant is Borrelli + Partners, c/a Christopher Rice, LA; and located south of the Orange County/Lake County line, west of Rainey Road, east of Plymouth Sorrento Road, street address 43 Rainey Road. (Parcel ID #: 05-20-28-0000-00-003)



CITY OF APOPKA PLANNING COMMISSION

<u>X</u> PUBLIC HEARING <u> </u> SITE PLAN <u> </u> SPECIAL REPORTS <u>X</u> OTHER: Final Development Plan	MEETING OF: June 12, 2017 FROM: Community Development EXHIBITS: Vicinity Map Aerial Map Final Development Plan
---	--

SUBJECT: **FINAL DEVELOPMENT PLAN – LAKE LUCIE EQUESTRIAN TRAIL HEAD**

REQUEST: **RECOMMEND APPROVAL OF THE LAKE LUCIE EQUESTRIAN TRAIL HEAD FINAL DEVELOPMENT PLAN (MINOR SITE PLAN)**

SUMMARY:

OWNER: Orange County BCC

APPLICANT: Orange County BCC (BORRELLI + PARTNERS, Christopher Rice, LA)

LOCATION: South of the Orange County/Lake County line, west of Rainey Road, east of Plymouth Sorrento Road, street address 43 Rainey Road

PARCEL ID #: 05-20-28-0000-00-003

FLUM: Conservation

ZONING: PR - Parks & Recreation

EXISTING USE: Vacant Land

PROPOSED USE: Equestrian Trail

TRACT SIZE: 166 +/- acres

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North	Office (Lake County)	A (Lake County)	Vacant
East	Rural (Orange Co.)	A-1	Agricultural Grazing
South	Rural Settlement	A-1	Agricultural Grazing
West	Rural (Orange Co.)	A-2	Agricultural Grazing

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

ADDITIONAL COMMENTS: The Lake Lucie Equestrian Trail project is a proposed 166 acre site to be used exclusively for equestrian riding. This project is owned by Orange County and will be operated and maintained by Orange County. The site was developed with the goal of preserving the natural setting and great care was given to preserve as many trees as possible. Crushed concrete will be used as the surface for the parking lot and driveways to the site's two access points to Rainey Road. Handicap parking will be paved according to requirements of Florida Statutes. Parking and access are designed to accommodate horse trailers. Amenities, in addition to the trail include hitching posts, a hand pump well and an animal proof trash receptacle.

PUBLIC HEARING SCHEDULE:

June 12, 2017 - Planning Commission (5:30 pm)

June 21, 2017 - City Council (7:00 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the Final Development Plan consistent with the Comprehensive Plan and Land Development Code and recommends approval of the Lake Lucie Equestrian Trailhead Final Development Plan, subject to the findings of this staff report.

Recommended Motion: Find the Final Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the Lake Lucie Equestrian Trailhead Final Development Plan, subject to the findings of the staff report.

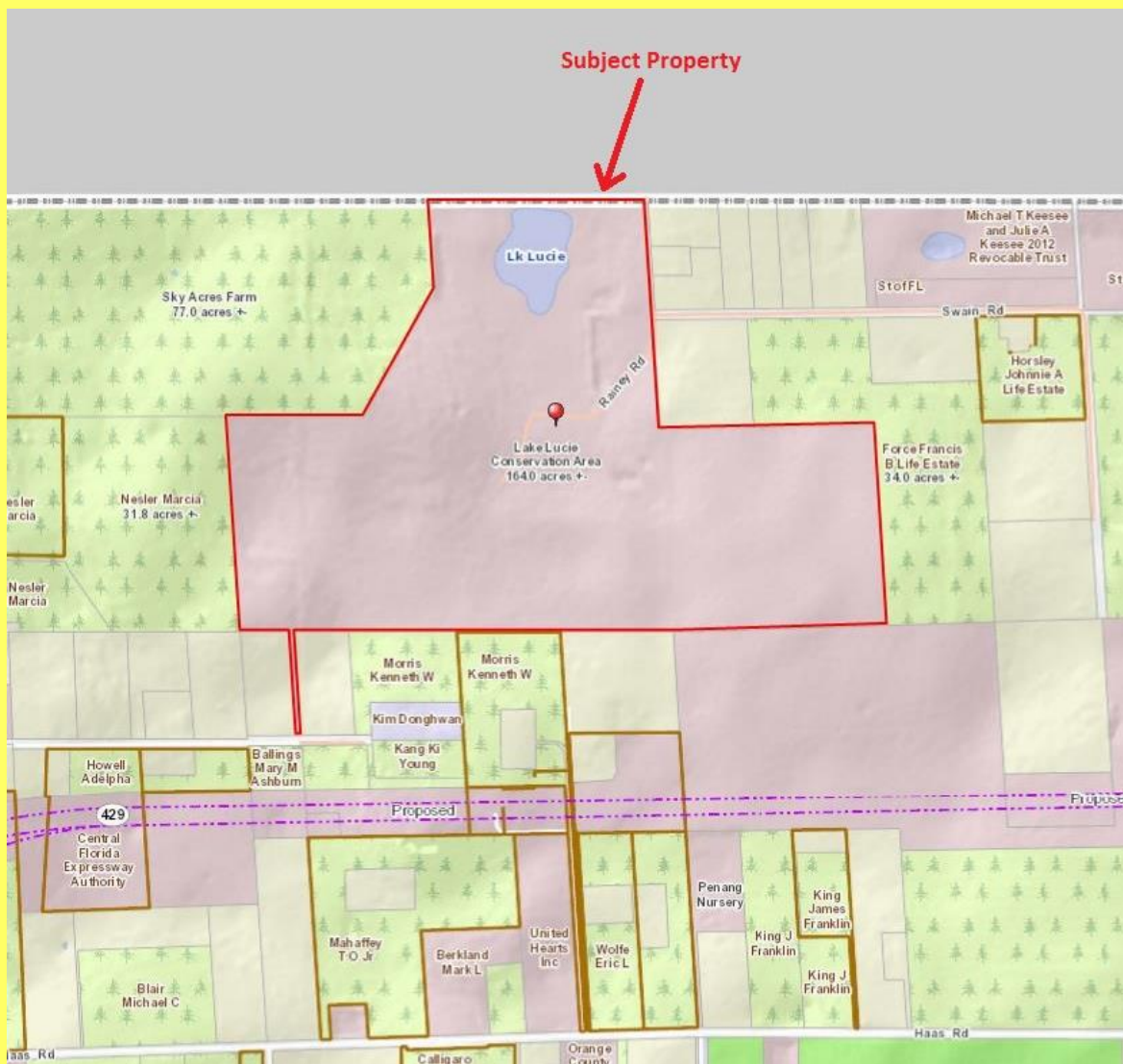
Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

PLANNING COMMISSION – JUNE 12, 2017
LAKE LUCIE EQUESTRIAN TRAILHEAD FINAL DEVELOPMENT PLAN
PAGE 3

Application: Lake Lucie Equestrian Trailhead Final Development Plan
Owner: Orange County BCC
Parcel I.D. No's: 05-20-28-0000-00-003
Location: East of Plymouth Sorrento Road, South of Adair Avenue
Total Acres: +/- 166 Acres



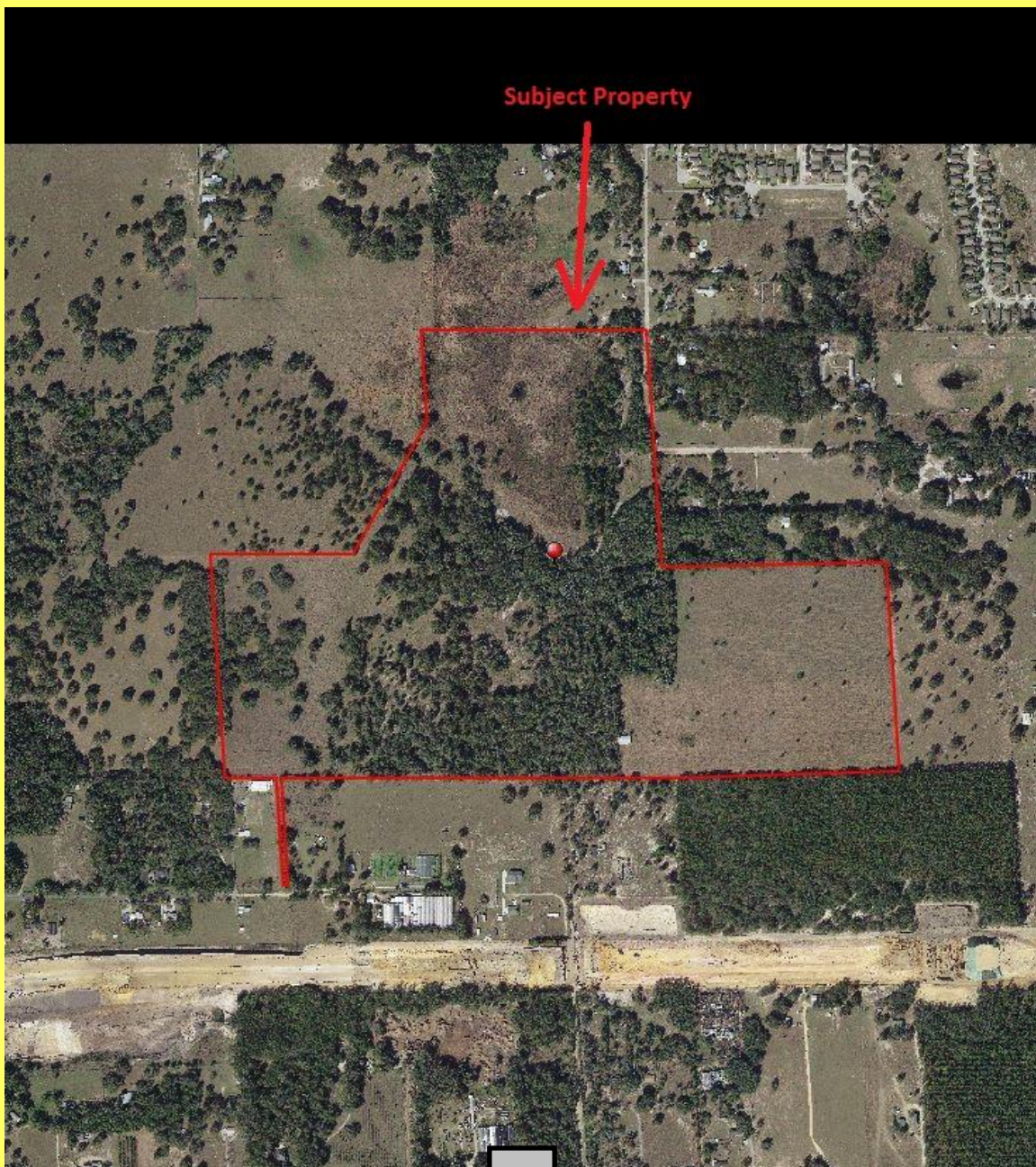
VICINITY MAP



Application: Lake Lucie Equestrian Trailhead Final Development Plan
Owner: Orange County BCC
Parcel I.D. No's: 05-20-28-0000-00-003
Location: East of Plymouth Sorrento Road, South of Adair Avenue
Total Acres: +/- 166 Acres



AERIAL MAP



RECEIVED
APR 24 2017
By et



720 VASSAR STREET
ORLANDO, FL. 32804 (407) 418-1338

ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION
3165 MCCRORY PLACE, SUITE 200, ORLANDO, FLORIDA 32803

03/06/17

BID/PERMIT DOCUMENTS

CIVIL ENGINEERS

SK CONSORTIUM, INC

SURVEYOR

AMEC FOSTER WHEELER ENVIRONMENT
& INFRASTRUCTURE, INC.

BOARD OF COUNTY COMMISSIONERS

BETSY VANDERLEY
DISTRICT 1

JENNIFER THOMPSON
DISTRICT 4

BRYAN NELSON
DISTRICT 2

EMILY BONILLA
DISTRICT 5

PETE CLARKE
DISTRICT 3

VICTORIA P. SIPLIN
DISTRICT 6

THE SW1/4 OF NW1/4 OF SEC 05-20-28 & NE1/4 OF 06-20-28 (LESS BEG NW COR OF SEC 06-20-28 RUN E 1330 FT M/L RUN S 03 DEG E 581.77 S 29 DEG W 886.31 FT N 88 DEG W 843.24 TH NLY TO POB) & BEG NE COR OF W1/2 OF NW1/4 OF NW1/4 OF SE1/4 OF SEC 06-20-28 RUN S 03 DEG E 637.21 FT W 30.05 FT N 03 DEG W 637.45 FT E 30.06 FT TO POB

SITE DATA TABLE	
PARCEL ID NUMBER	DS-20-28-0000-00-003
FUTURE LAND USE	Conservation Area
ZONING	PR
ADJACENT LAND USE	North: East: South: West:
ADJACENT ZONING	North: A-1 East: A-1-R South: A-1, A-2 West: A-1, A-2
ACREAGE/SQUARE FOOTAGE	Acres: 164.0 S.F. 7,143,840
BUILDING HEIGHT	Proposed: NA Max.: NA
DENSITY	Proposed: NA Max.: NA
BUILDING SETBACKS	Proposed: Front: NA Side: NA Rear: NA Corner: NA Required: Front: NA Side: NA Rear: NA Corner: NA
OPEN SPACE	Proposed: S.F. Acres Required: S.F. Acres
TREE BANK	NA
MITIGATION FEE	NA
WAVIVER REQUEST	Yes: No: X
VARIANCE REQUEST	Yes: No: X

VARIANCE OR WAIVER REQUEST TABLE

Code #	Code Requirement	(V/W)	Request	Justification

GENERAL

G-100 COVER SHEET & INDEX OF DRAWINGS

CIVIL

C001 DEMOLITION AND EROSION CONTROL PLAN

C00	DEMOLITION AND EROSION
C101	SITE DEVELOPMENT PLAN

C101	SITE DEVELOPMENT PLAN
C201	GRADING AND DRAINAGE PLAN

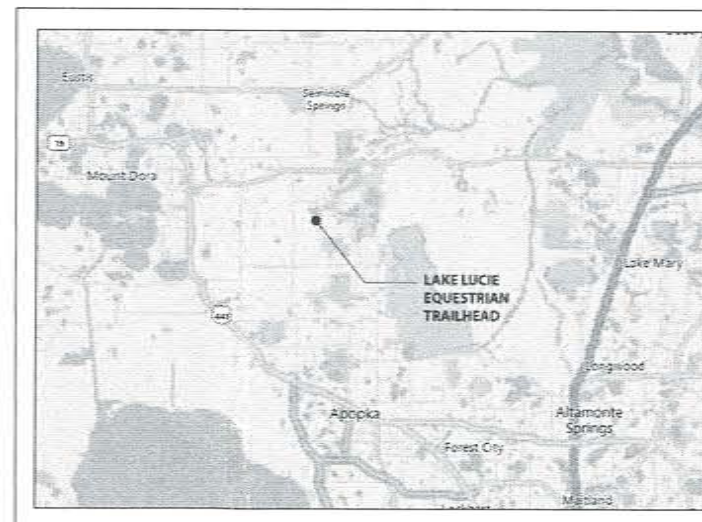
C201	GRADING AND
C401	SITE DETAILS

LANDSCAPE ARCHITECTURAL

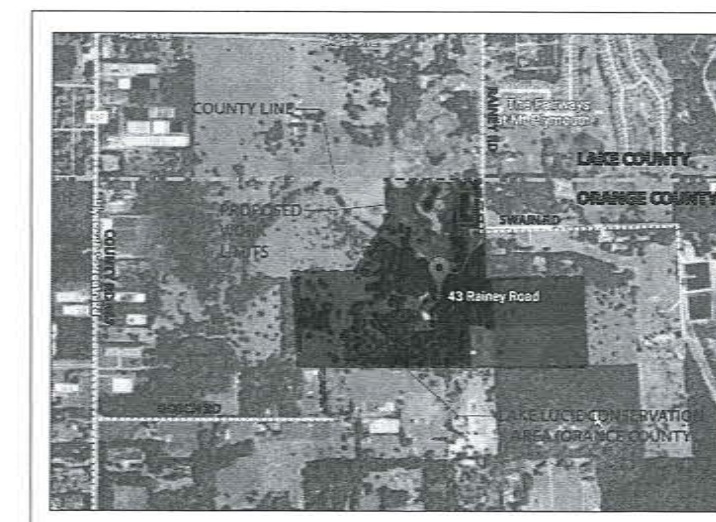
L-100 TREE MITIGATION PLAN

L-101 HARDSCAPE PLAN / DETAILS

L-102 LANDSCAPE PLAN / DETAILS

L-102 LANDSCAPE PLAN / DETAILS
AND TRAIL MAP

VICINITY MAP (N.T.S.)



LOCATION MAP (N.T.S.)

84

LAKE LUCIE EQUESTRIAN TRAILHEAD

**100% CONSTRUCTION DOCUMENTS
COVER SHEET**

PROJECT ADDRESS	OWNER NAME AND ADDRESS
	FRANCE COUNTY ENVIRONMENTAL PROTECTION DIVISION

PROJECT NO.	16-131
NAME	100% CONSTRUCTION DOCUMENTS
SCALE	NO SCALE
LE NAME	15-146CVR
DRAWN BY	CDR
CHECKED BY	JAB
DATE	02/06/17

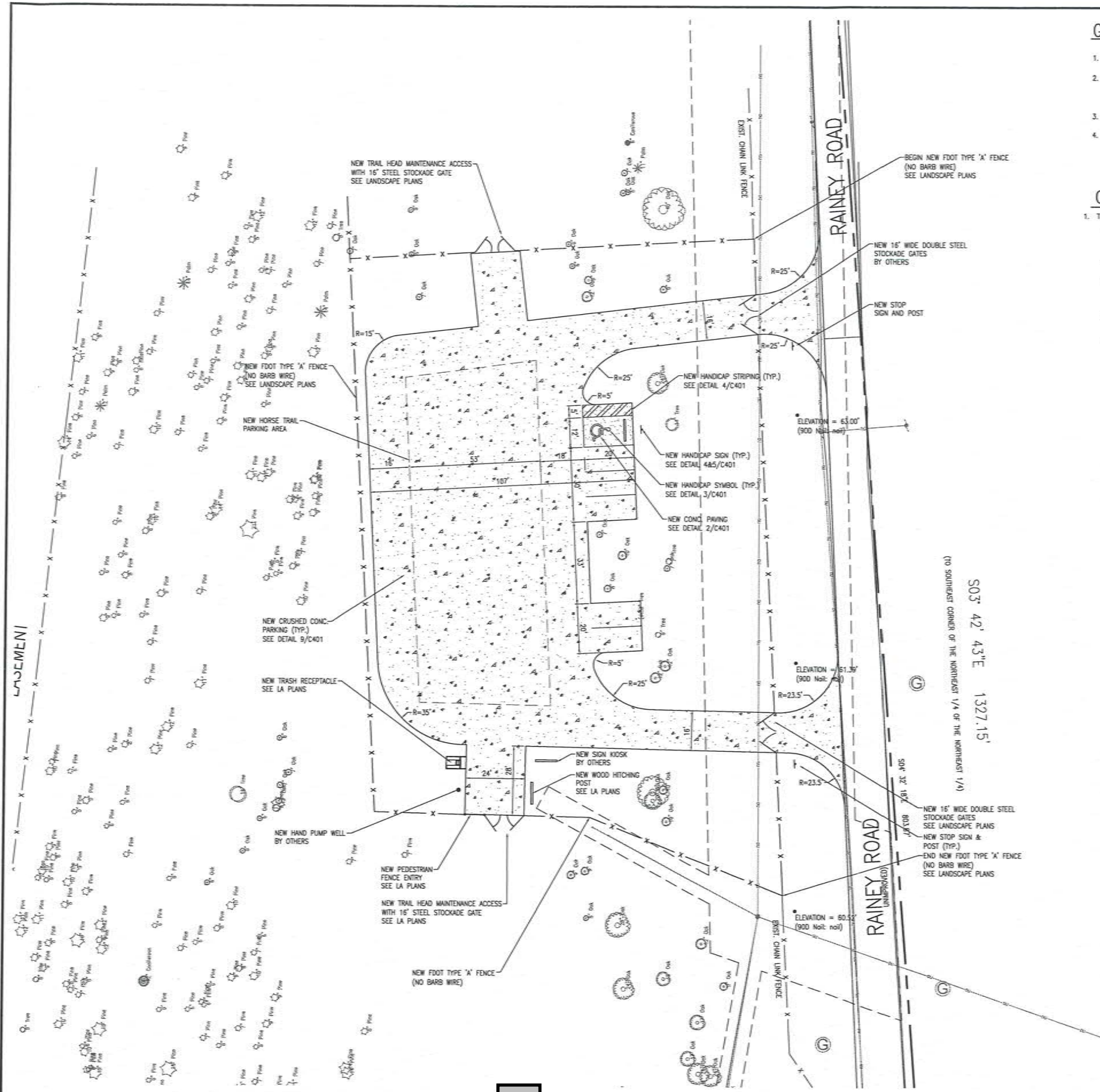
G-100

 **BORRELLI + PARTNERS**
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
AS WELL

720 VASSAR STREET
ORLANDO, FL 32804 (407) 418-1338

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SIGNATURE AND DATED SEAL



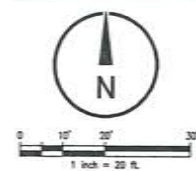
SITE DEVELOPMENT PLAN
SCALE: 1" = 20'

GEOMETRY NOTES

- ALL SURVEY DATA USED AND CONDITIONS ASSUMED TO BE PRESENT IN PREPARATION OF THESE PLANS WAS PROVIDED BY AWC SURVEYING & MAPPING.
- THE CONTRACTOR SHALL VERIFY AND LOCATE ALL VERTICAL AND HORIZONTAL CONTROL POINTS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES SHOULD BE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SURVEYOR OF THE CONDITION IN WRITING PRIOR TO COMMENCING HIS CONSTRUCTION ACTIVITIES.
- ALL PAVEMENT OFFSETS, RADII AND DIMENSIONS SHOWN ARE TO PROPOSED EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS.

GENERAL NOTES

- TRAFFIC MARKINGS NOTES:
 - ALL DRIVEWAYS EXITING ONTO ANY PUBLIC OR PRIVATE STREET MUST HAVE A TRAFFIC CONTROL DEVICE (30" STOP SIGN MOUNTED 7' ABOVE THE PEDESTRIAN VEHICLE TRAVEL WAY (MEASURED FROM BOTTOM OF SIGN) AND THROUGHOUT THE SITE AS NECESSARY FOR SAFETY.
 - ALL SIGN INSTALLATIONS SHALL COMPLY WITH SIZE, LOCATION AND HEIGHT (7') AS OUTLINED IN THE "MUTCD."
 - PAVEMENT MARKINGS - GENERAL PRINCIPLES (SECTION 3A-5):
 - PARKING LOT PAVEMENT MARKINGS SHALL BE WHITE PAINTED (DIRECTIONAL ARROWS, STOP BARS, LINES DESIGNATING PARKING SPACES AND HANDICAPPED PARKING SYMBOLS).
 - ALL HANDICAPPED PARKING SPACES MUST BE LEGALLY SIGNED WITH ONE REGULATION HANDICAP SIGN AND ONE WHITE PAVEMENT MARKING SYMBOL PER SPACE.
 - A 24" STOP BAR SHALL BE PROVIDED AT ALL POINTS OF EGRESS IN CONFORMANCE WITH FOOT #17346, DRAWING #3 OF B.



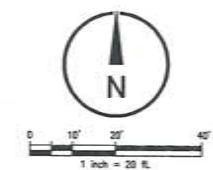
LAKE LUCIE EQUESTRIAN TRAILHEAD

SITE DEVELOPMENT PLAN

PROJECT NO.	16-031	DATE	16-031	DESCRIPTION	REV.	DATE	DESCRIPTION	PROJECT ADDRESS	DRAWING TITLE	CONSULTANTS	SIGNATURE AND DATED SEAL
PHASE	10% CONSTRUCTION DOCUMENTS										
SCALE											
FILE NAME											
DRAWN BY	D. FORTYTH										
CHECKED BY	M. ALAAGICH										
DATE	03-06-17										



BORRELLI + PARTNERS
ARCHITECTURAL PLANNING & LANDSCAPE ARCHITECTURE
770 VASSAR STREET
ORLANDO, FL 32834 (407) 418-1338
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- GENERAL NOTES:**
1. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES AT PROPOSED CROSSING AND POINTS OF CONNECTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UTILITY CONFLICTS.
 2. COMPLY WITH FLORIDA DEPT. OF TRANSPORTATION ROADWAY & TRAFFIC DESIGN STANDARDS ON THE FOLLOWING:
2.A. MITERED END SECTION INDEX 272-273
 3. REFER TO SHEET C001 FOR EROSION & SEDIMENTATION CONTROL DURING CONSTRUCTION.
 4. ALL DISTURBED AREAS SHALL BE SOODED. SEE LANDSCAPE PLANS FOR MINIMUM EXTENT OF SOODING ON-SITE.

LEGEND

FINISH GRADE		EXIST.		NEW
FLOW PATTERN				
CONTOUR				
STORM DRAIN INLET				
STORM DRAIN LINE				
STORM MANHOLE				

URBAN DESIGN PLANNING ENGINEERING

SK Consortium, Inc.

1053 N. ORLANDO AVE. • SUITE 3 • MAITLAND • FLORIDA 32751
TELEPHONE 407-629-4288 • FACSIMILE 407-629-1656 • EB# 7080

LAKE LUCIE EQUESTRIAN TRAILHEAD

GRADING + DRAINAGE PLAN

PROJECT NO.	DATE	REV.	DESCRIPTION
16-111			
168 CONSTRUCTION DOCUMENTS			
SCALE			
FILE NAME			
DRAWN BY	D. FORTYTH		
CHECKED BY	A. KALAGICH		
DATE	03-04-17		

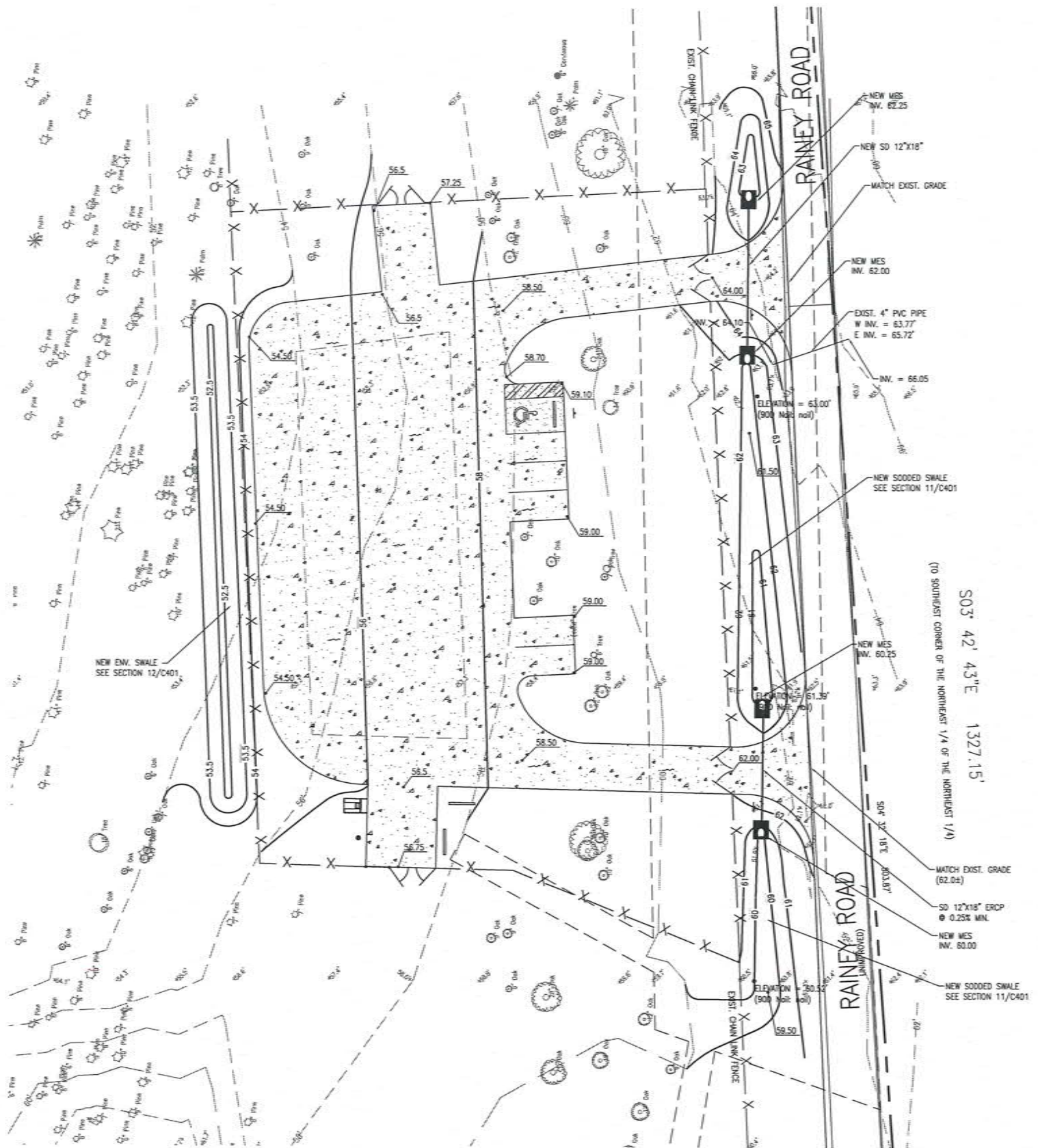
C201

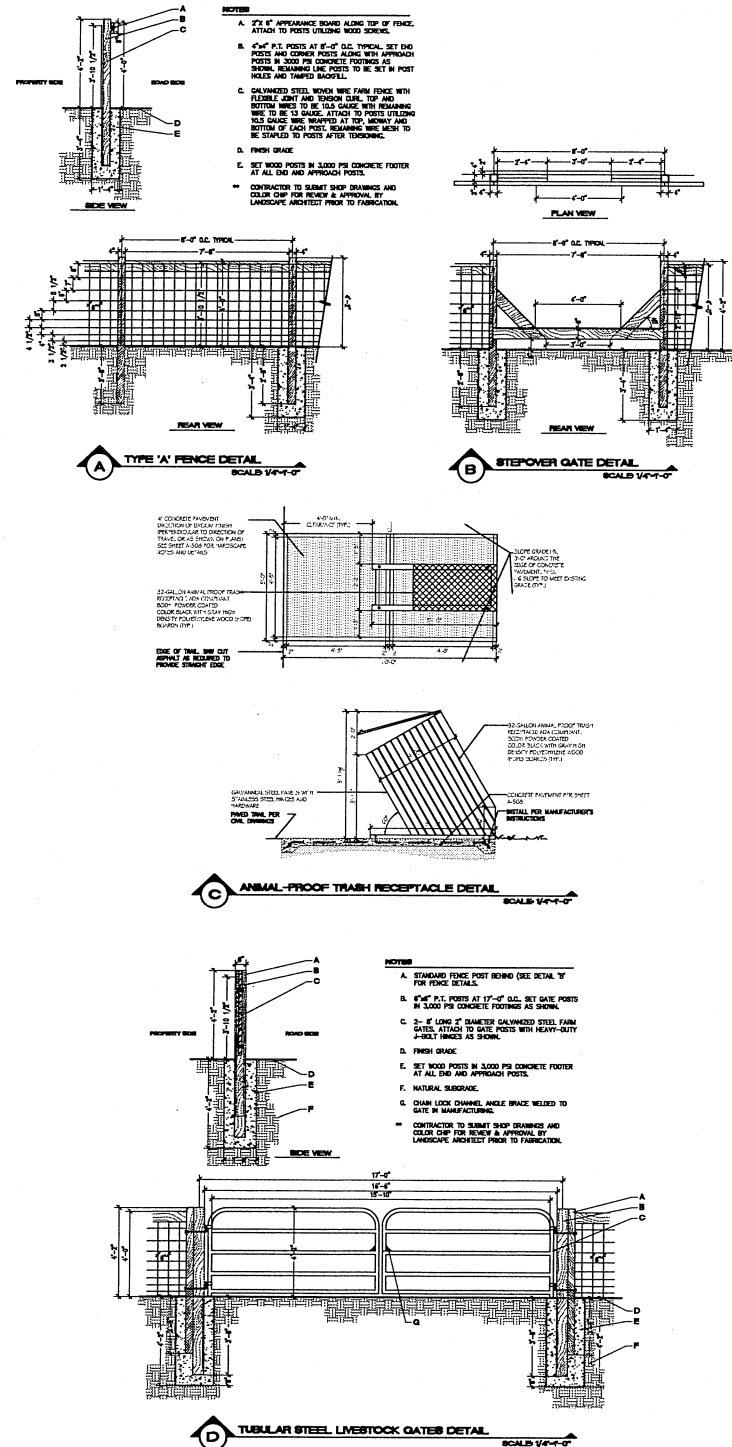
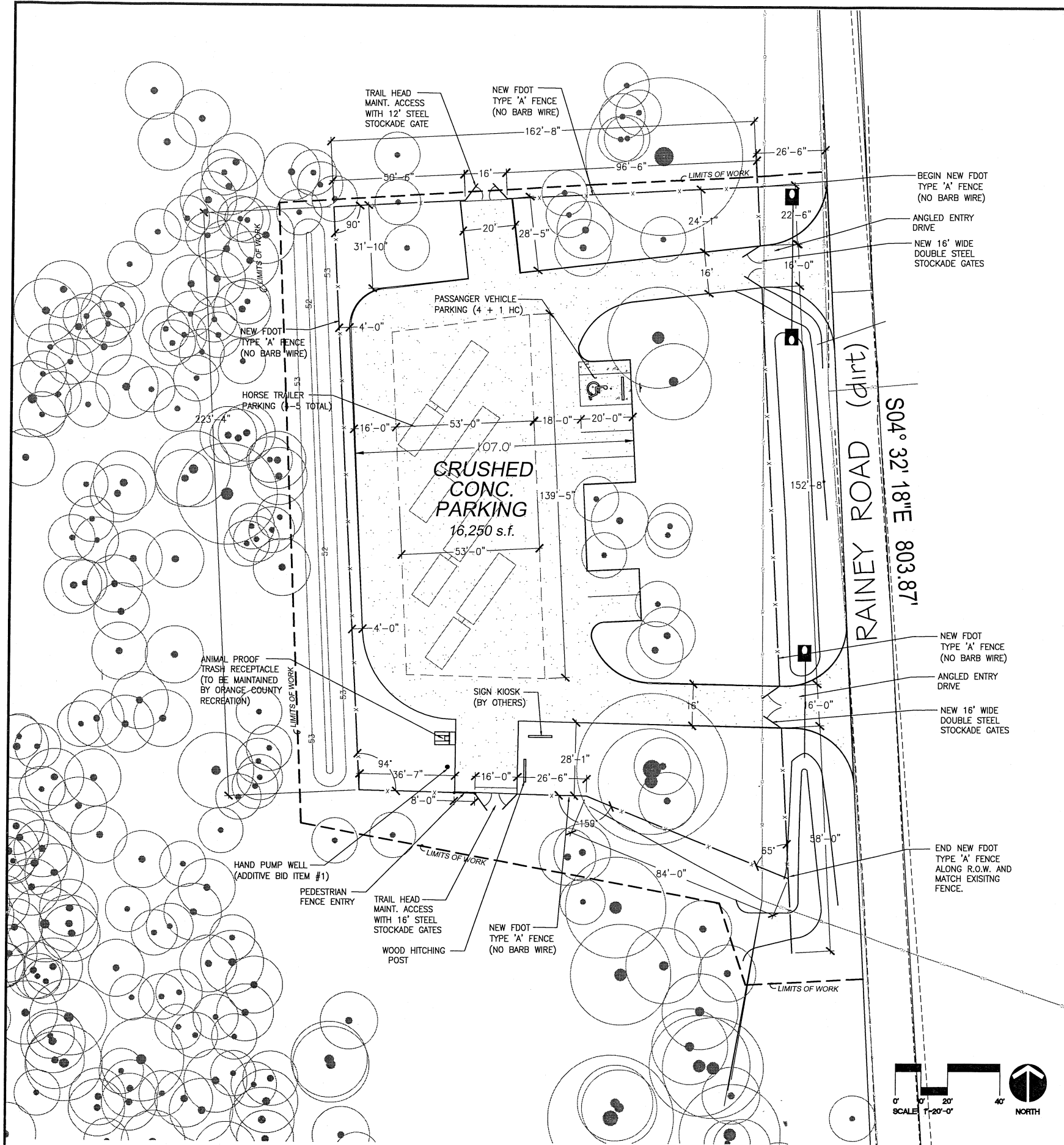
CONSULTANTS

BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
703 VASSAR STREET
ORLANDO, FL 32804 (407) 418-1338

STATE OF FLORIDA
PROFESSIONAL ENGINEER
MALAGUCHI
41046

SIGNATURE AND DATED SEAL





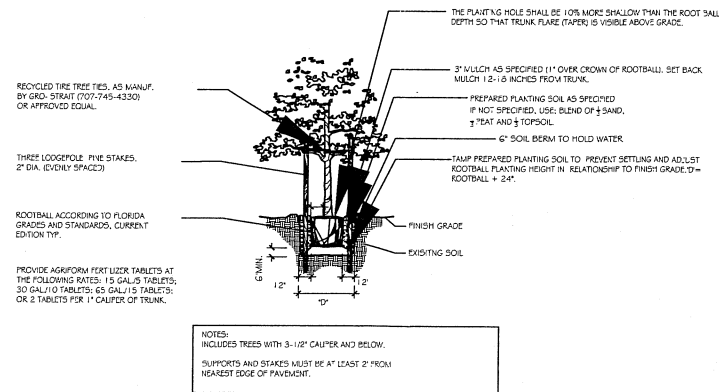
A HARDSCAPE PLAN

LAKE LUCIE EQUESTRIAN TRAILHEAD

<p>BORELLI + PARTNERS ARCHITECTURE PLANNING LANDSCAPE INTERIOR ORLANDO, FL 32804 (407) 418-1338</p>		<p>PROJECT ADDRESS</p>	
<p>CONSULTANTS</p>		<p>OWNER NAME AND ADDRESS</p>	
<p>SIGNATURE AND DATED SEAL</p>		<p>ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION</p>	
<p>DATE</p>		<p>DATE</p>	
<p>REV.</p>		<p>DESCRIPTION</p>	
<p>PHASE</p>		<p>DATE</p>	
<p>SCALE</p>		<p>DATE</p>	
<p>FILE NAME</p>		<p>DATE</p>	
<p>DRAWN BY</p>		<p>DATE</p>	
<p>CHECKED BY</p>		<p>DATE</p>	
<p>DATE</p>		<p>DATE</p>	


TRAIL MAP

SCALE: NOT TO SCALE



 **TREE PLANTING DETAIL**

LAKE LUCIE PLANT LIST					
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	DESCRIPTION	REMARKS
TREES					
JVS	3	JUNIPERUS VIRGINIANA "SLUDGOLA"	SOUTHERN RED CEDAR	10'-12' HT X 4"-5" SPRD. / FULL TO GROUND / 45 GAL	SPACE AS SHOWN OUT
GROUNDCOVERS					
MC	57	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	30" OA. / FULL / 3 GAL.	48" O.C.
VNS	76	VBURNUM OBOVATUM "WIS SHILLERS DELIGHT"	DWARF WALTER'S VIBURNUM	18" HT. X 16" SPRD. / FULL / 3 GAL.	36" O.C.
SOD					
SOD	SEE PLANS	PASPALUM NOTATUM "ARGENTINE"	ARGENTINE BAHIA GRASS	FREE OF PESTS AND DEBRIS	FIELD VERIFY QTY DISTURBED AREAS
MULCH					
	SEE PLANS	PINE BARK CHIPS-MUGGETS	MULCH	FREE OF DIRT AND DEBRIS	FIELD VERIFY QTY

PLANT LIST

SCALE: NTS

LAKE LUCIE EQUESTRIAN TRAILHEAD

CONSULTANTS

LANDSCAPE PLAN, DETAILS
AND TRAIL MAP

SIGNATURE AND DATED SEAL

CHRISTOPHER D. RICE LA6667122

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L-102

Backup material for agenda item:

2. MASTER SIGN PLAN – PIEDMONT PLAZA – Owned by G and I VIII Piedmont Plaza, LLC, c/o Greenberg Traurig, P.A., and located south of Semoran Boulevard (SR 436), east of Piedmont-Wekiwa Rd. (PARCEL ID #(s): 12-21-28-0000-00-003, 12-21-28-0000-00-025 & 12-21-28-0000-00-024)



CITY OF APOPKA PLANNING COMMISSION

<input checked="" type="checkbox"/> PUBLIC HEARING	MEETING OF: June 12, 2017
<input type="checkbox"/> SPECIAL REPORTS	FROM: Community Development
<input type="checkbox"/> PLAT APPROVAL	EXHIBITS: Vicinity Map
<input checked="" type="checkbox"/> OTHER: Master Sign Plan	Master Sign Plan
	Declaration of Restrictions and Grant of Easements

PROJECT: PIEDMONT PLAZA MASTER SIGN PLAN

**Request: APPROVAL OF THE PIEDMONT PLAZA MASTER SIGN PLAN
(PARCEL ID #: 12-21-28-0000-00-003, 12-21-28-0000-00-025 & 12-21-28-0000-00-024)**

SUMMARY:

OWNER/APPLICANT: G and I VIII Piedmont Plaza, LLC, c/o Greenberg Traurig, P.A.

LOCATION: South of Semoran Boulevard, East of Piedmont-Wekiwa Road

LAND USE: Commercial

ZONING: C-1

EXISTING USE: Plaza

TRACT SIZE: 13.74 +/- acres

DISTRIBUTION

Mayor Kilsheimer
Commissioners (4)
City Administrator Irby
Community Dev. Director

Finance Director
HR Director
IT Director
Police Chief

Public Ser. Director
City Clerk
Fire Chief
Recreation Director

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City)	Commercial	C-1	CVS Extreme Motor Sales Children’s Learning Academy
East (City)	Office	PO/I	Century Link
South (City)	Commercial	PUD	Self-Storage
West (County)	Commercial	C-1	Wekiva Corners Shopping Center

ADDITIONAL COMMENTS: The Piedmont Plaza Master Sign Plan includes existing and proposed signage for their site. Through the proposed Master Sign Plan, the existing pylon signage is required to be removed. The applicant agrees to forfeit a Hobby Lobby monument sign to allow two monument signs at 169.86 sq. ft. each. Proposed sign elevations appear within the Master Sign Plan package. Many of the proposed wall signs for main tenants (10,000 sq. ft.) are under their allowable sign square footage, so the extra square footage has been transferred to the Fuddruckers’ signage to allow them two 100 sq. ft. signs.

Master Sign Plan Conditions:

1. To meet the intent of the sign ordinance, the Master Sign Plan for Piedmont Plaza shall not be allowed to use the following sign types:
 - a. Electronic reader boards are not allowed within the any monument sign along both frontages. Sec. 8.04.08
 - b. No portable trailer signs shall be allowed for any business within Piedmont Plaza. Sec. 8.04.13
 - c. No human signs shall be allowed for any business within Piedmont Plaza. Sec. 8.05.02.F
2. The “Second Amendment to Declaration of Restrictions and Grant of Easements” shows that Hobby Lobby will be allowed a portion of the two proposed monument signs. The prohibition of a singular Hobby Lobby monument sign will allow Piedmont Plaza to use the extra signage square footage (100 sq. ft.) for larger monument signs, allowing 50 additional sq. ft. per monument sign.
3. Monument signs on arterial streets are required to a maximum of 8 ft. high, Piedmont Plaza is requesting 13 ft. 8 in. for both monument signs to accommodate architectural features and space for Hobby Lobby.
4. All tenant and anchor wall signs affixed to a store front of the Piedmont Plaza at the time of the Master Sign Plan approval shall conform to the sign code standards when replaced due to significant damage or to accommodate a new sign face, or when an electrical permit application for such sign is submitted to the City.
5. The Piedmont Plaza landlord shall enforce these Master Sign Plan conditions through its lease agreements with all tenants.

Applicant Request: Through the Master Sign Plan, the applicant is requesting approval of all tenant wall signs and two monument signs. In exchange for this deviation from the sign code; the Hobby Lobby owner agrees to forfeit the ability to install a monument sign for only Hobby Lobby; prohibit human signs; and forfeit the use of temporary trailer sign, so long as the monument signs (2) remain at 169.86 sq. ft.

Anchor Tenant	Storefront Length	SQ.FT. Allowed (max. 200 sq.ft.)	Proposed SQ.FT. (some recalculated)	SQ.FT. Remaining
Party City	85'	170	149.5	20.5
24 Hour Fitness - Front	120'-2 1/2"	100	91.56	8.44
24 Hour Fitness - Side	165'-2 1/2"	100	91.56	8.44
Royal Pets Market & Resort	70'-1/2"	140	82.9	57.1
Bealls Outlet	90'-1/2"	180	149	31
Bealls	166'-11 1/2"	200	198	2
Fudrucker's - Front	69'-6 1/2"	100	96.8	3.2
Fudrucker's - Side	50'-6"	100	96.8	3.2
Totals:		1090	956.12	133.8
Monument Sign 1	N/A	120 @ 8 ft high	169.86	
Monument Sign 2	N/A	60 @ 8 ft high	169.86	

FINDINGS:

In granting approval of the Master Sign Plan for PIEDMONT PLAZA, the City of Apopka finds:

1. The Master Sign Plan for PIEDMONT PLAZA has been submitted and reviewed by staff. The Development Review Committee does not object to the master sign plan as proposed subject to the Master Plan Conditions of Approval appearing in the staff report.

Planning Commission has authority to render a final decision on this Master Sign Plan. The existing multi-tenant shopping center and associated plaza and some tenant signage are in place.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

RECOMMENDED MOTION:

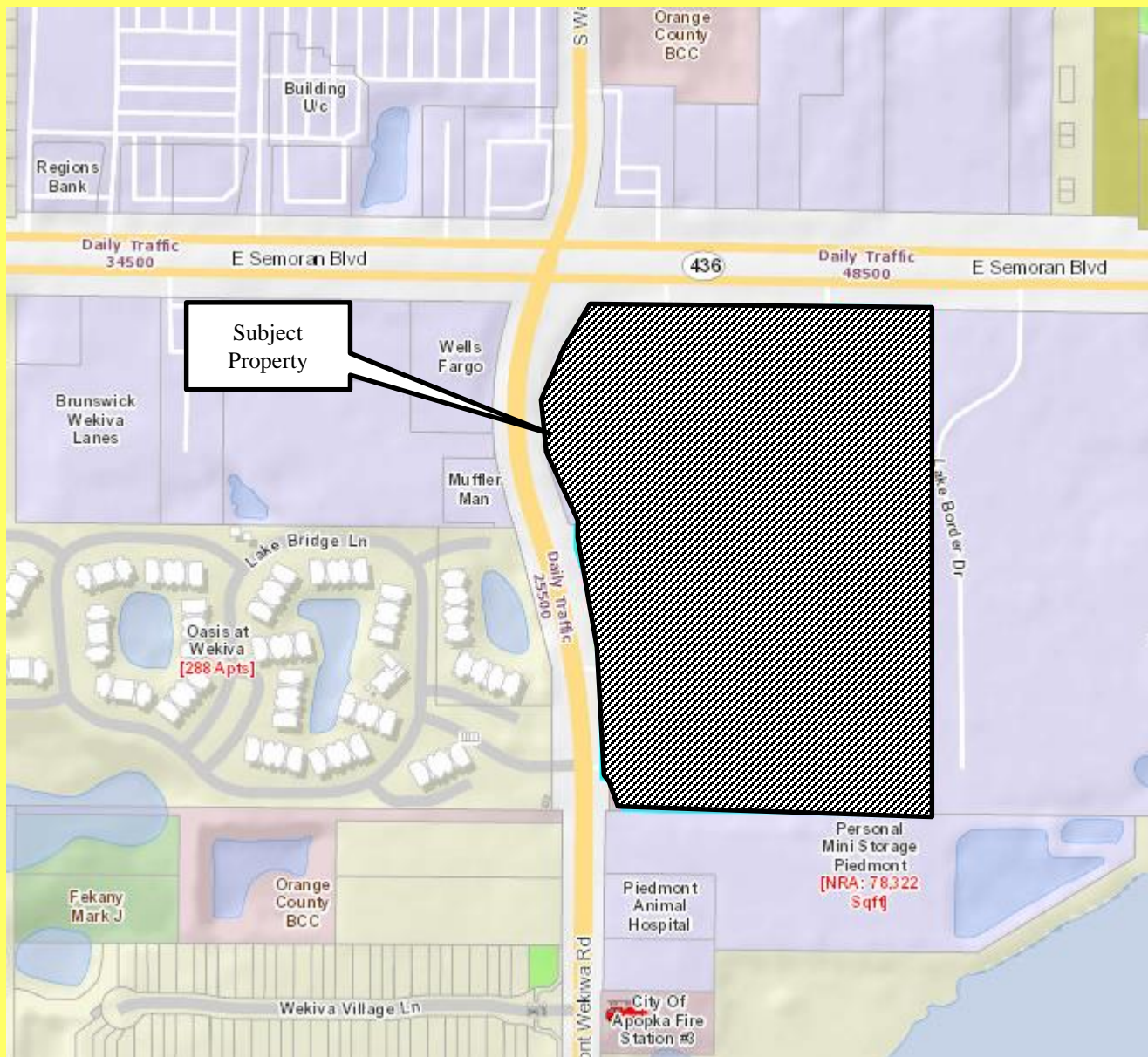
Approve the Piedmont Plaza Master Sign Plan.

Role: Authority is granted in Article VIII of the Land Development Code to the Planning Commission for final action regarding a Master Sign Plan.

Application: Master Sign Plan
Owner: G and I VIII Piedmont Plaza, LLC, c/o Greenberg Traurig, PA
Parcel I.D. No's: 12-21-28-0000-00-003, 12-21-28-0000-00-025 & 12-21-28-0000-00-024
Location: South of East Semoran Boulevard, east of Piedmont-Wekiwa Road
Total Acres: 13.74 +/-



VICINITY MAP



Piedmont Plaza - Proposed Master Sign Plan - Tenant Sign Calculations								
Address #	Building	Tenant Name	Storefront Length	Sign Square Footage Allowed	Sign Dimensions	Sign Square Footage Used	Sign Square Footage Remaining	Notes
2444	A / B	Sage Dental	59'-6"	Max 18" Letter / 75% Length / 100 sf Max	1'-6" x 21'-0"	31.5 (N/A)	N/A	Existing Tenant Before Remodel
2438	A / B	Simple Solutions Endodontics	20'-0"	Max 18" Letter / 75% Length / 100 sf Max	2'-0" x 15'-6"	31 (N/A)	N/A	Existing Tenant Before Remodel
2436	A / B	All American Gold & Silver Buyers	20'-0"	Max 18" Letter / 75% Length / 100 sf Max	1'-8" x 12'-10"	21.39 (N/A)	N/A	Existing Tenant Before Remodel
2434	A / B	Cricket Wireless	20'-0" / Front Elev	Max 18" Letter / 75% Length / 100 sf Max	2'-0" x 8'-8"	17.33 (N/A)	N/A	Existing Tenant Before Remodel
			50'-0" / Side Elev		2'-0" x 8'-8"	17.33 (N/A)	N/A	
2432	A / B	Advance America - Cash Advance	20'-0"	Max 18" Letter / 75% Length / 100 sf Max	3'-0" x 8'-0"	24 (N/A)	N/A	
2430	A / B	Nic Sam's Uniform	20'-0"	Max 18" Letter / 75% Length / 100 sf Max	10" x 3'-4" / Nic Sam's	2.78 (N/A)	N/A	Existing Tenant Before Remodel
					1'-10" x 12'-0" / Uniform	22 (N/A)	N/A	
2428	A / B	Today's Nails & Spa	20'-0"	Max 18" Letter / 75% Length / 100 sf Max	3'-4" x 9'-6"	31.67 (N/A)	N/A	Existing Tenant Before Remodel
2426	A / B	H&R Block	20'-0" / Front Elev	Max 18" Letter / 75% Length / 100 sf Max	3'-0" x 2'-6" / Square Logo	7.5 (N/A)	N/A	Existing Tenant Before Remodel
					1'-6" x 12'-3" / H&R Block	18.38 (N/A)	N/A	
			40'-0" / Side Elev		3'-0" x 2'-6" / Square Logo	7.5 (N/A)	N/A	
					1'-6" x 12'-3" / H&R Block	18.38 (N/A)	N/A	
2424	A / B	Edible Arrangements	20'-0"	Max 18" Letter / 75% Length / 100 sf Max	3'-0" x 11'-2"	33.5 (N/A)	N/A	New Tenant After Remodel
2400	C	Hobby Lobby	250'-7 3/4"	N/A	6'-7 3/4" x 40'-0"	N/A	N/A	Separate Parcel
2370	D	Party City	85'-0"	170	6'-0" X 24'-11"	149.5	20.5	Anchor Tenant / 13,600 SF
2360	E	24 Hour Fitness	120'-2 1/2" / Front Elev	100	6'-0" x 6'-8" / 24 Hour	40	8.44	Anchor Tenant / 38,640 SF
					2'-8" x 19'-4" / Fitness	51.56		
			165'-2 1/2" / Side Elev	100	6'-0" x 6'-8" / 24 Hour	40	8.44	
					2'-8" x 19'-4" / Fitness	51.56		
2316	F	Royal Pets Market & Resort	70'-0 1/2"	140	5'-8 7/8" x 8'-5 1/5" / Top Section	48.55	57.1	Anchor Tenant / 16,894 SF
					2'-6 5/8" x 13'-5 1/2" / Lower Section	34.35		
2314	F	Bealls Outlet	90'-1/2"	180	6'-0" x 20'-0" / Bealls	120	31	Anchor Tenant / 23,520 SF
					2'-3" x 12'-10" / Outlet	29		
2302	F	Bealls	166'-11 1/2	200	6'-6" X 30'-6"	198	2	Anchor Tenant / 47,551 SF
2300 -A	F	Fudrucker's	69'-6 1/2" / Front Elev	100	6'-0 1/8" x 20'-0"	96.8	3.2	Front Main Entrance
			50'-6" / Side Elev	100	6'-0 1/8" x 20'-0"	96.8	3.2	Side Secondary Entrance
2300-B	F	Vacant	14'-9"	Max 18" Letter / 75% Length / 100 sf Max			N/A	Secondary Entrance - 18" Letter / Max 16 sf
2300-C	F	Vacant	14'-9"	Max 18" Letter / 75% Length / 100 sf Max			N/A	Secondary Entrance - 18" Letter / Max 16 sf
2300-D	F	Vacant	20'-0"	Max 18" Letter / 75% Length / 100 sf Max			N/A	Secondary Entrance - 18" Letter / Max 16 sf
2300-E	F	Vacant	20'-0"	Max 18" Letter / 75% Length / 100 sf Max			N/A	Secondary Entrance - 18" Letter / Max 16 sf
2300-F	F	Vacant	20'-0"	Max 18" Letter / 75% Length / 100 sf Max			N/A	Secondary Entrance - 18" Letter / Max 16 sf
2300-G	F	Vacant	20'-0"	Max 18" Letter / 75% Length / 100 sf Max			N/A	Secondary Entrance - 18" Letter / Max 16 sf
			Square Footage Totals	1090		956.12	133.88	

Internally Illuminated Double Sided Monument Sign



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2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: Piedmont Plaza
LOCATION: Apopka, FL
SALESMAN: Guy Wingo
DESIGNER: CHB
DATE: 3.7.17

☐ Artwork
☐ Design
☐ Survey
All boxes checked to Enter Order

E141002

LAYOUT APPROVALS

Customer

Signature _____

Date _____

Property Owner/Landlord

Signature _____

Date _____

REVISION:	DATE: 5.10.17	
	A	Reduce Sign Square Footage to 170 sf
	B	
	C	
	D	
	E	
	F	
	G	
	H	

Drawing # **67-2A**



** Individual Tenant Copy Placement May Vary

Proposed Sign SF: 1'-11 1/2" x 15'-6" = 18.73 sf
9'-9" x 15'-6" = 151.13 sf
Overall Square Footage: 169.86 sf

LAYOUT - SCALE: 1/2"=1'-0"

THIS MONUMENT SIGN WILL BE ON PIEDMON 97 EKIVA RD

Internally Illuminated Double Sided Monument Sign



DESIGN & CUSTOM METAL FABRICATION

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PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: Piedmont Plaza
LOCATION: Apopka, FL
SALESMAN: Guy Wingo
DESIGNER: CHB
DATE: 3.7.17

- ☐ Artwork
 - ☐ Design
 - ☐ Survey
- All boxes checked to Enter Order



E141002

LAYOUT APPROVALS

Customer

Signature

Date

Property Owner/Landlord

Signature

Date

DATE:

5.10.17

REVISION:

A Reduce Sign Square Footage to 170 sf

B C D E F G H

Drawing # **67-1A**



** Individual Tenant Copy Placement May Vary

LAYOUT - SCALE: 1/2"=1'-0"

THIS MONUMENT SIGN WILL BE ON E SEMAN BLVD

Proposed Sign SF: 1'-11 1/2" x 15'-6" = 18.73 sf
9'-9" x 15'-6" = 151.13 sf

Overall Square Footage: 169.86 sf

The design and/or manufacturing techniques illustrated were developed exclusively for a specific request of our client, and remain the property of Capital Sign. The content or this drawing may not be disclosed to any one outside of our client's organization without the consent of Capital Sign.

2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: Bealls
LOCATION: Piedmont Plaza
SALESMAN: Guy Wingo
DESIGNER: CHB
DATE: 11.28.16

☐ Artwork
☐ Design
☐ Survey
All boxes checked to Enter Order



E141002

LAYOUT APPROVALS

Customer

Signature

Date

Property Owner/Landlord

Signature

Date

DATE:

12.7.16

12.15.16

2.17.16

3.9.17

REVISION:

A

Sign at the max 90" letter height base on sign matrix

B

Adjust storefront length

C

Reduce overall square footage to 200 sf

D

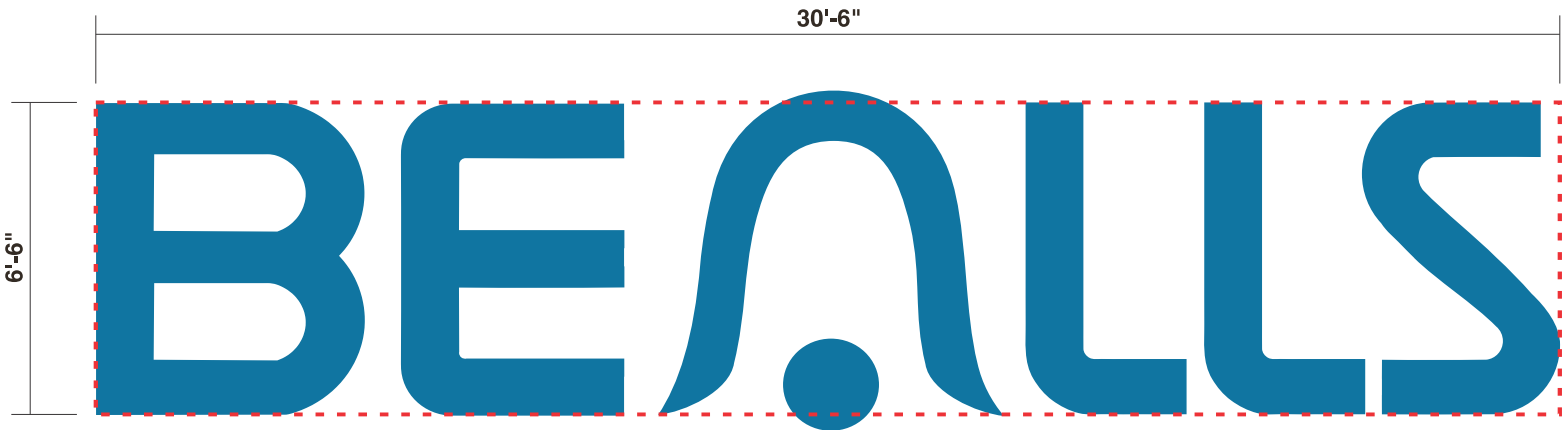
Reduce overall sign size to 198 sf

E

F

G

H



LAYOUT - SCALE: 1/4"=1'-0"

Municipality: City of Apopka
Building Frontage: 166'-11 1/2"
Allowable Sign SF: 166'-11 1/2" x 2 = 333.92
or Max of 200 sf
Proposed Sign: 6'-6" x 30'-6" = 198 sf



NORTH ELEVATION - SCALE: 1/16"=1'-0"

Internally Illuminated Channel Letters



Municipality: City of Apopka

Building Frontage: 90'-0 1/2"

Allowable Sign SF: 90'-0 1/2" x 2 = 180.08

Proposed Sign: 6'-0" x 20'-0" = 120 sf
2'-3" x 12'-10" = 29 sf

Overall Sign SF: 149

LAYOUT - SCALE: 3/8"=1'-0"



NORTH ELEVATION - SCALE: 3/32"=1'-0"

100

CAPITAL SIGN
DESIGN & CUSTOM METAL FABRICATION

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2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: Bealls Outlet
LOCATION: Piedmont Plaza
SALESMAN: Guy Wingo
DESIGNER: CHB
DATE: 11.28.16

☐ Artwork
☐ Design
☐ Survey
All boxes checked to Enter Order



E141002

LAYOUT APPROVALS

Customer

Signature

Date

Property Owner/Landlord

Signature

Date

DATE:

12.15.16

3.9.17

REVISION:

A Adjust storefront length
B Reduce overall sign size to 149 sf
C
D
E
F
G
H

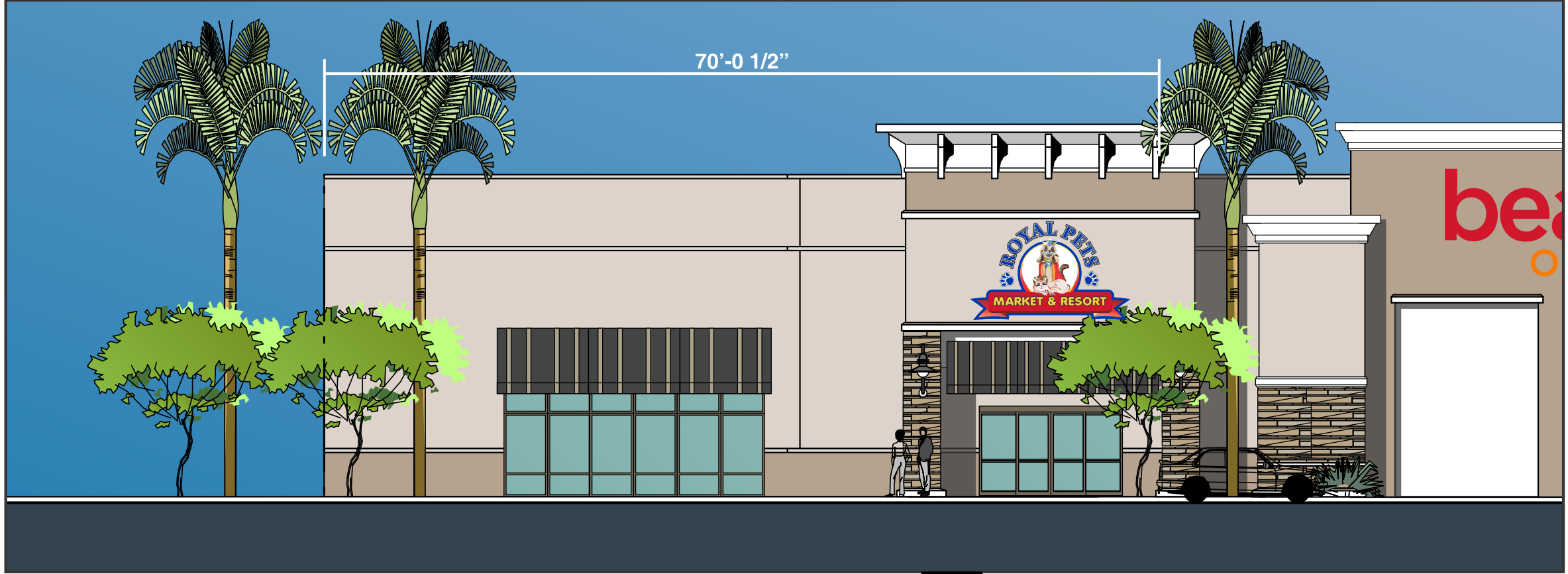
Drawing # 334-1A

Internally Illuminated Channel Letters & Logo



Municipality: City of Apopka
Building Frontage: 70'-0 1/2"
Allowable Sign SF: 70'-0 1/2" x 2 = 140.08
Proposed Signs: 5'-8 7/8" x 8'-5 1/2"
2'-6 5/8" x 13'-5 1/2"
Overall Sign SF: 82.9

LAYOUT - SCALE: 3/8"=1'-0"



NORTH ELEVATION - SCALE: 3/32"=1'-0"

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2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: Royal Pets
LOCATION: Piedmont Plaza
SALESMAN: Guy Wingo
DESIGNER: CHB
DATE: 11.28.16

- ☐ Artwork
 - ☐ Design
 - ☐ Survey
- All boxes checked to Enter Order



LAYOUT APPROVALS

Customer

Signature _____

Date _____

Property Owner/Landlord

Signature _____

Date _____

REVISION:	DATE:
A Change of storefront	12.5.16
B Adjust storefront length	12.15.16
C	
D	
E	
F	
G	
H	

Internally Illuminated Logo & Channel Letters



DESIGN & CUSTOM METAL FABRICATION

The design and/or manufacturing techniques illustrated were developed exclusively for a specific request of our client, and remain the property of Capital Sign. The content of this drawing may not be disclosed to any one outside of our client's organization without the consent of Capital Sign.

2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: 24 Hour Fitness
LOCATION: Piedmont Plaza
SALESMAN: Guy Wingo
DESIGNER: CHB
DATE: 11.28.16

- ☐ Artwork
 - ☐ Design
 - ☐ Survey
- All boxes checked to Enter Order



E141002

LAYOUT APPROVALS

Customer

Signature

Date

Property Owner/Landlord

Signature

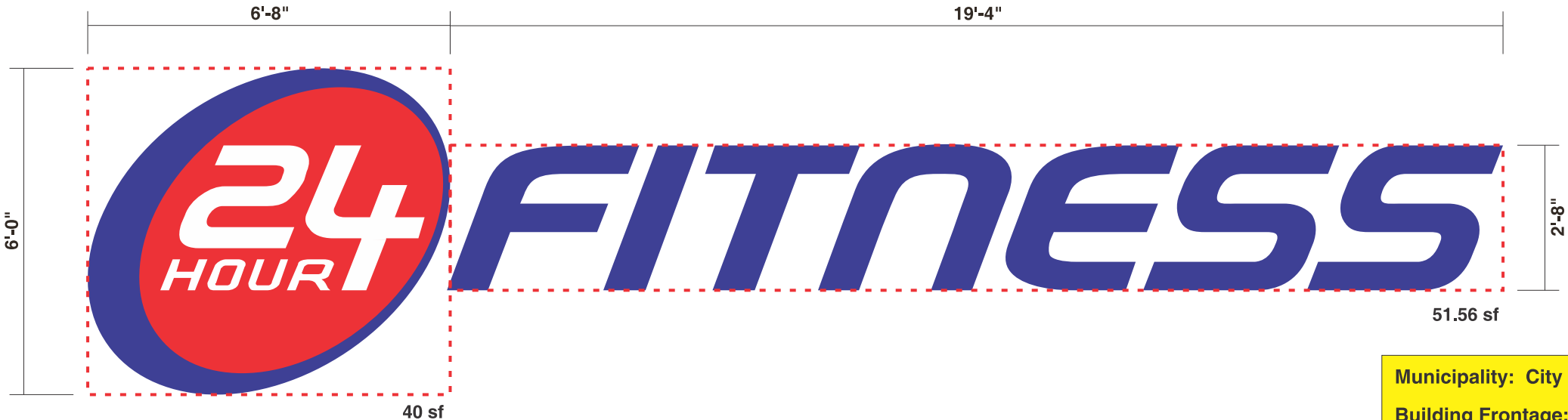
Date

DATE:

REVISION:

A B C D E F G H

Drawing # 336-1



LAYOUT - SCALE: 3/8"=1'-0"

Municipality: City of Apopka
Building Frontage: 120'-2 1/2"
Allowable Sign SF: 120'-2 1/2" x 2 = 240.42
Proposed Signs: 6'-0" x 6'-8"
2'-8" x 19'-4"
Overall Sign Sf: 91.56



WEST ELEVATION - SCALE: 1/16"=1'-0"

Internally Illuminated Logo & Channel Letters



DESIGN & CUSTOM METAL FABRICATION

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2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: 24 Hour Fitness
LOCATION: Piedmont Plaza
SALESMAN: Guy Wingo
DESIGNER: CHB
DATE: 11.28.16

- ☐ Artwork
 - ☐ Design
 - ☐ Survey
- All boxes checked to Enter Order



E141002

LAYOUT APPROVALS

Customer

Signature

Date

Property Owner/Landlord

Signature

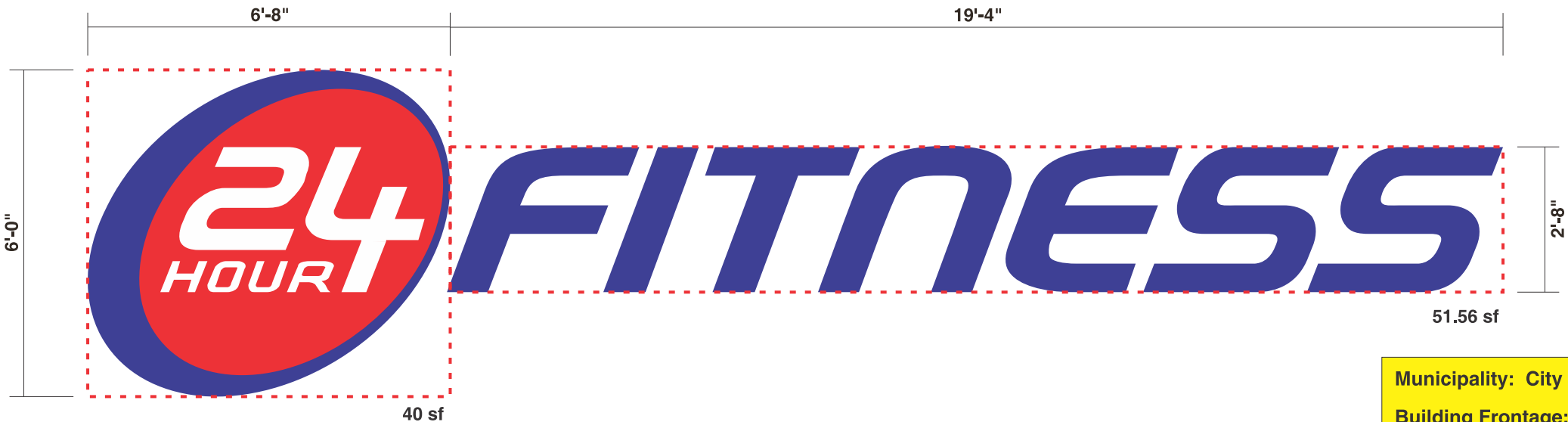
Date

DATE:

REVISION:

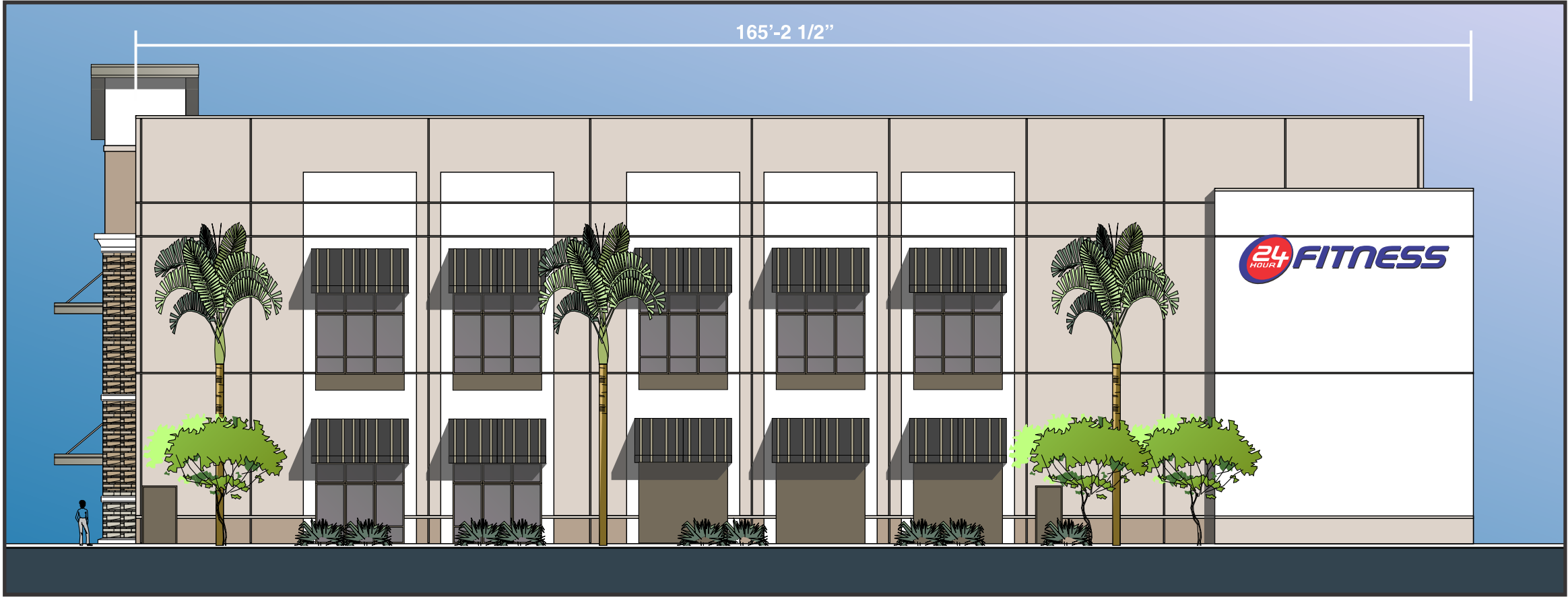
A B C D E F G H

Drawing # 337-1



LAYOUT - SCALE: 3/8"=1'-0"

Municipality: City of Apopka
Building Frontage: 120'-2 1/2"
Allowable Sign SF: 120'-2 1/2" x 2 = 240.42
Proposed Signs: 6'-0" x 6'-8"
2'-8" x 19'-4"
Overall Sign Sf: 91.56



SOUTH ELEVATION - SCALE: 1/16"=1'-0"



LAYOUT - SCALE: 3/8"=1'-0"

Municipality: City of Apopka
Building Frontage: 85'-0"
Allowable Sign SF: 85'-0" x 2 = 170
Proposed Sign: 6'-0" x 24'-11" = 149.5 sf



WEST ELEVATION - SCALE: 1/16"=1'-0"

The design and/or manufacturing techniques illustrated were developed exclusively for a specific request of our client, and remain the property of Capital Sign. The content of this drawing may not be disclosed to any one outside of our client's organization without the consent of Capital Sign.

2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: Party City
LOCATION: Piedmont Plaza
SALESMAN: Guy Wingo
DESIGNER: CHB
DATE: 11.28.16

☐ Artwork
☐ Design
☐ Survey
All boxes checked to Enter Order



E141002

LAYOUT APPROVALS

Customer

Signature

Date

Property Owner/Landlord

Signature

Date

DATE:

12.7.16

12.7.16

12.7.16

REVISION:

A Adjust letter height of "p" to 48"

B Show sign at an overall 170 sf

C Reduce overall sign size to 149.5 sf

D

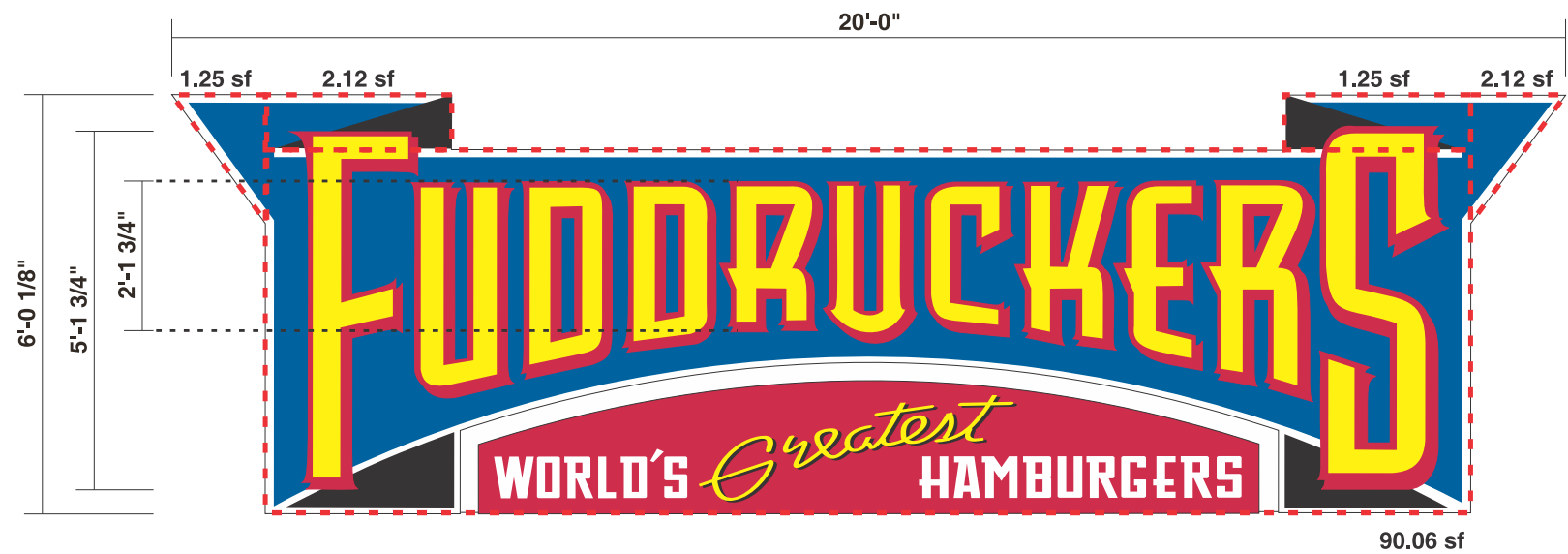
E

F

G

H

Internally Illuminated Channel Letters
Mounted To A Custom Shaped Pan



Municipality: City of Apopka

Building Frontage: 69'-6 1/2"

Sign Allowance: 18" Max Letter Height
75% Max Sign Length
100 Max Overall SF

Proposed Sign: 6'-0 1/8" x 20'-0"

Overall Sign SF: 96.8 sf

LAYOUT - SCALE: 3/8"=1'-0"



NORTH (FRONT) ELEVATION - SCALE: 3/32"=1'-0"

105

CAPITAL SIGN

DESIGN & CUSTOM METAL FABRICATION

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2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: Fuddruckers

LOCATION: Piedmont Plaza

SALESMAN: Guy Wingo

DESIGNER: CHB

DATE: 11.28.16

☐ Artwork
☐ Design
☐ Survey
All boxes checked to Enter Order



E141002

LAYOUT APPROVALS

Customer

Signature

Date

Property Owner/Landlord

Signature

Date

DATE:

12.15.16

1.13.17

REVISION:

A Adjust storefront length

B Show sign SF using separated boxed areas

C

D

E

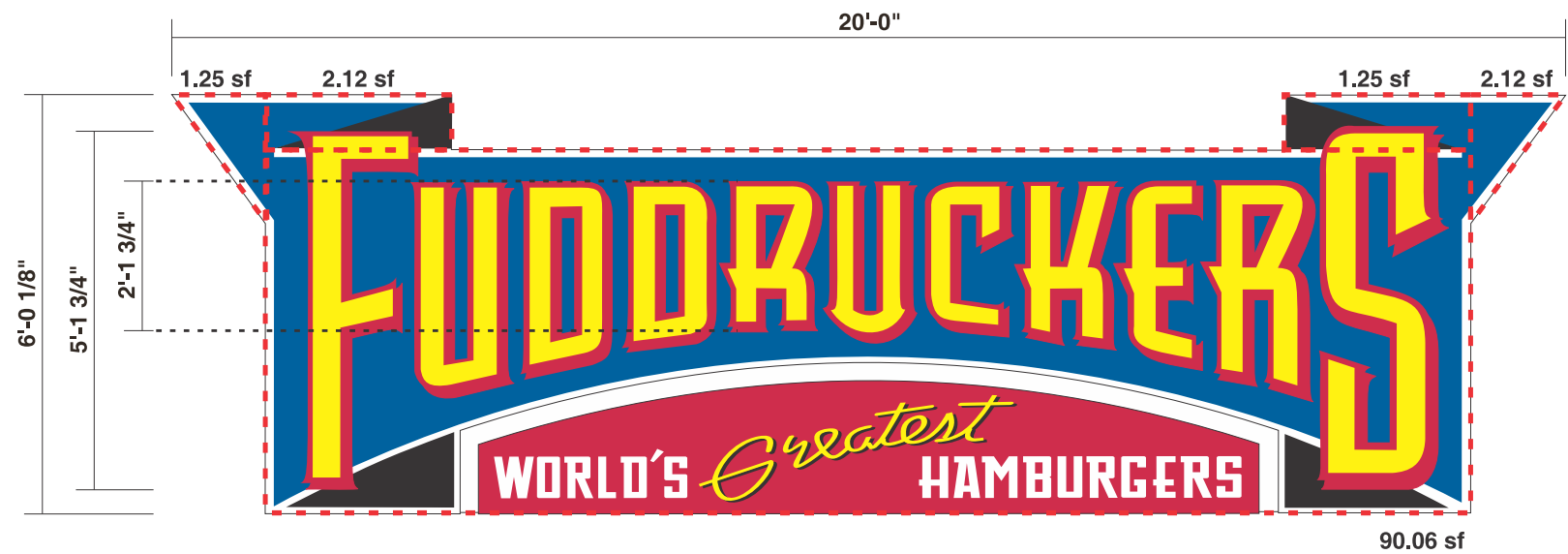
F

G

H

Drawing # **341-1A**

Internally Illuminated Channel Letters
Mounted To A Custom Shaped Pan



Municipality: City of Apopka

Building Frontage: 69'-6 1/2"

Sign Allowance: 18" Max Letter Height
75% Max Sign Length
100 Max Overall SF

Proposed Sign: 6'-0 1/8" x 20'-0"

Overall Sign SF: 96.8 sf

LAYOUT - SCALE: 3/8"=1'-0"



WEST (SIDE) ELEVATION - SCALE: 3/32"=1'-0"

CAPITAL SIGN

DESIGN & CUSTOM METAL FABRICATION

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2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: Fuddruckers

LOCATION: Piedmont Plaza

SALESMAN: Guy Wingo

DESIGNER: CHB

DATE: 11.28.16

- ☐ Artwork
☐ Design
☐ Survey
All boxes checked to Enter Order



E141002

LAYOUT APPROVALS

Customer

Signature

Date

Property Owner/Landlord

Signature

Date

DATE:

12.15.16

1.13.17

REVISION:

A Adjust storefront length

B Show sign SF using separated boxed areas

C
D
E
F
G
H

Drawing # **342-1A**

The design and/or manufacturing techniques illustrated were developed exclusively for a specific request of our client, and remain the property of Capital Sign. The content or this drawing may not be disclosed to any one outside of our client's organization without the consent of Capital Sign.

2682 Pemberton Drive • Apopka, FL 32703
PHONE: (407) 578-1132 FAX: (407) 297-1251
www.CapitalSignDesign.com

CUSTOMER: Hobby Lobby
LOCATION: Piedmont Plaza
SALESMAN: Guy Wingo
DESIGNER: CHB
DATE: 12.5.16

☐ Artwork
☐ Design
☐ Survey
All boxes checked to Enter Order



E141002

LAYOUT APPROVALS

Customer

Signature

Date

Property Owner/Landlord

Signature

Date

DATE:

REVISION:

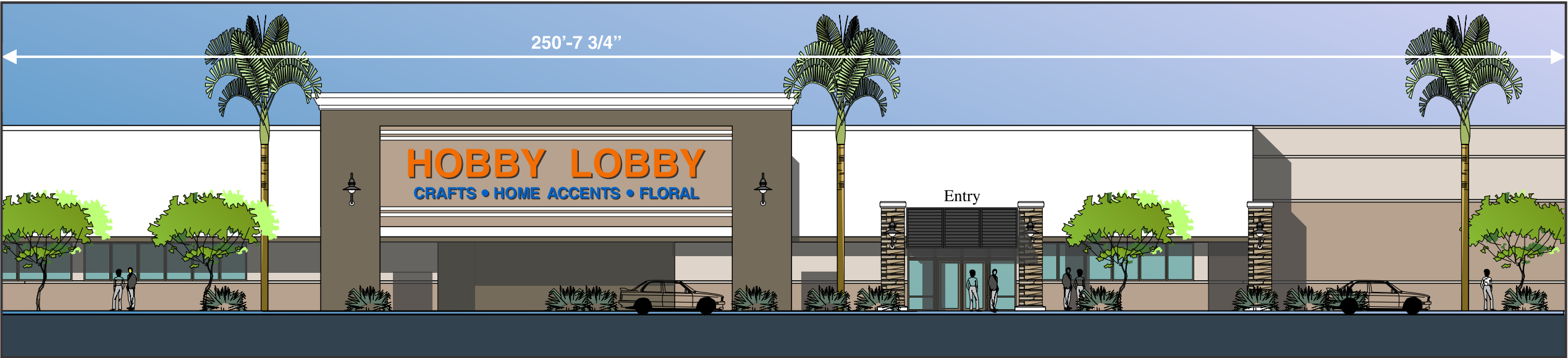
A B C D E F G H

Drawing # **343-1**



LAYOUT - SCALE: 1/4"=1'-0"

Municipality: City of Apopka
Building Frontage: 250'-7 3/4"
Existing Sign: 6'-7 3/4" x 40'-0" = 265.83 sf



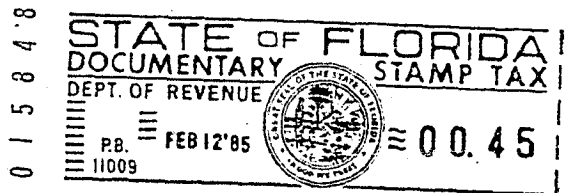
NORTH (FRONT) ELEVATION - SCALE: 1/16"=1'-0"

FEB 12 12 34 PM '85
C.R. 3606 PG. 2156

109^{de}
FL

DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS

ARTICLE	SUBJECT	PAGE
1	Definitions	2
2	Parties	3
3	Building & Common Area Development. . .	3
4	Easements	6
5	Operation of Common Area.	8
6	Common Area Maintenance	10
7	Restrictions on Use	11
8	General Provisions.	13
9	Notices	16
10	Attorneys' Fees	16
11	Liability for Performance	17
12	Separability.	18



THIS INSTRUMENT PREPARED BY:
STEPHEN W. SNIVELY, ESQUIRE
Maguire, Vantis & Wells, P.A.
Orlando, Florida 32801

DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 11th day of February, 1985, by ALBERTSON'S, INC., a Delaware corporation ("First Party"), and TOBY R. HARDY and DWIGHT L. LIEB, TRUSTEES ("Second Party").

1. Definitions:

1.1 "Building Area": That area shown as Building Area on Exhibit "A".

1.2 "Common Area": All those areas on each Parcel which are not Building Areas together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or cannot under the terms of this Declaration be used for buildings in order to retain the respective Common Area requirements set forth in Article 3.

1.3 "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

1.4 "Parcel": Parcel I, II or III.

1.5 "Parcel I Prime Lessee": A net lessee of Parcel I, its successors and assigns, but does not include sublessees, licensees or concessionaires of a said lessee.

1.6 "Parcel II Prime Lessee": A lessee of the premises in Parcel II marked "ZAYRE" on Exhibit "A", its successors and assigns, but does not include sublessees, licensees or concessionaires of said lessee.

1.7 "Restrictions": The easements, covenants, restrictions, liens, charges, obligations and benefits contained in this Declaration.

1.8 "Subject Property": Parcels I, II and III collectively.

2. Parties:

2.1 First Party is the owner of Parcel I and Second Party is the owner of Parcel II and Parcel III. The Parcels are located at the southeast corner of the intersection of Piedmont-Wekiva^{Road} and State Road 436, in the County of Orange, State of Florida, are more particularly described on Schedule I (Parcel I), Schedule II (Parcel II) and Schedule III (Parcel III) attached hereto and are shown on the Exhibit "A" attached hereto.

3. Building and Common Area Development:

3.1 All buildings and other structures (except those permitted in the following paragraph) shall be placed or constructed upon the Parcels only in the Building Areas, provided, however, canopies and roof overhang (including columns or pillars supporting them), normal foundations, and doors for ingress and egress may project from the Building Area into the Common Area. All the foregoing must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities sharing jurisdiction.

3.2 The Common Area may be used for vehicular driving, parking (except that there shall be no double-deck parking), pedestrian traffic, directional signs, sidewalks, walkways, landscaping and for other purposes of general benefit to the establishments comprising the Subject Property provided that said purposes are authorized in writing by all of the owner of Parcel I, the owner of Parcel II, the Parcel I Prime Lessee and the Parcel II Prime Lessee. The written consent of the owner of Parcel III shall be required as to any matters effecting Parcel III. No buildings or structures shall be placed or constructed in the Common Area (except pylon and directional signs as provided in Article 6, paving, bumper guards or curbs, landscape planters, lighting standards, and, to the extent that they do not impede access to the rear or sides of buildings,

loading docks, trash enclosures, bottle storage areas and other service facilities). The Common Area may be increased with respect to all Parcels of the Subject Property. The Common Area shall be laid out as shown on Exhibit "A".

Following the construction of any portion of the Common Area improvements, the sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas together with necessary planting may not be changed without the written consent of the owners of Parcels I and II and both Prime Lessees; but nothing herein shall prohibit the construction of buildings in any Building Area. The written consent of the owner of Parcel III shall be required as to any matters effecting Parcel III.

3.3 The Common Area for each of Parcels I and II shall not be less than three (3) times the square footage of floor area contained in all buildings (but excluding mezzanines therein) allowed to be built on that Parcel. There shall be provided on each of Parcel I, Parcel II and Parcel III parking for not less than that shown on Exhibit A. It is understood that the areas designated Building Areas for each Parcel on Exhibit "A" are only to show where buildings may be located; but the entire amount of Building Area so designated for any Parcel is not necessarily to be used for buildings. In the event the relationships among Building Areas, common area and parking spaces as shown on Exhibit "A" shall not satisfy the requirements of the first two sentences of this Section, said requirements shall be modified to comply with the relationships as shown on Exhibit "A".

3.4 Each building on the Subject Property, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevation

(including signs) and color will be architecturally and aesthetically compatible and harmonious with all other buildings on the Subject Property. Before construction of any structures or any modification of existing structures is commenced, sufficient information regarding the same shall be sent to the owner and/or Prime Lessee of the other Parcel.

3.5 Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this paragraph is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

3.6 No building shall be built in such a manner as to adversely affect the structural integrity of any other building on the Subject Property.

3.7 All buildings on Parcel I and on Parcel II shall be single story with mezzanine permitted. Buildings on Parcel III shall be limited to one (1) single-story building not to exceed four thousand (4,000) square feet in total area. Total area shall include all covered walkways, all mezzanines and interior open areas, cupolas and other additions to the height of the building. Except as hereinafter otherwise provided: (a) No building nor any parapet thereon may extend higher than 18 feet above the ground; (b) no canopy of any building may extend higher than 12 feet above the ground or deeper than 4 feet from the store front line; (c) no identification sign may be maintained on any building except on the canopy or against the parapet of the store identified, the characters of which sign shall not exceed 4 feet in height and the top of which sign shall not be more than 16 feet above the ground; and (d) no sign visible from the extension of any building shall have any bulbs or other

form of lighting that goes on and off intermittently. Notwithstanding the provisions of clauses (a), (b) and (c), and as an exception thereto, the store operated by Albertson and the store operated by Zayre may have such building height, parapet and identification sign as may be the characteristic building height, parapet and identification sign at the time of the erection thereof, provided that the highest point of such building, parapet or sign shall not be more than 31 feet above the ground; and any successor occupant of either of those stores may maintain the same building and parapet heights and may maintain a sign as large as, but no larger than, the sign maintained by Albertson or Zayre, as the case may be. In no event may any so-called box sign or roof sign be maintained.

3.8 The development of each Parcel of Subject Property, any alteration thereof and the operation thereof shall be conducted in such a manner as to not unreasonably interfere with the conduct of its business on another parcel, and in no event shall access from any street to any other parcel be blocked during business hours of said other parcel.

4. Easements:

4.1 First Party hereby grants to Second Party for the benefit of Parcel II and Parcel III and the successors, assigns, tenants, employees, agents, customers and invitees of Second Party the right of nonexclusive ingress and egress by vehicular and pedestrian traffic and the right of vehicular parking upon, over and across the Common Area of Parcel I as shown on Exhibit "A", except for those areas devoted to loading docks, trash enclosures, bottle rooms and other service facilities.

4.2 Second Party hereby grants to First Party for the benefit of Parcel I and the successors, assigns, tenants, employees, agents, customers and invitees of First Party the right of nonexclusive ingress and egress by vehicular and

pedestrian traffic and the right of vehicular parking upon, over and across the Common Area of Parcel II and Parcel III as shown on Exhibit "A" except for those areas devoted to loading docks, trash enclosures, bottle rooms and other service facilities.

4.3 The reciprocal rights of ingress and egress granted above shall apply to the Common Area for each Parcel of Subject Property as such Common Area shall be decreased or increased by construction within Building Areas or by absence of construction within Building Areas.

4.4 Each Party hereto as grantor, hereby grants to the other party, for the benefit of such other party, nonexclusive easements under, through and across the Common Area of the grantor's parcel for underground water mains, sewer lines, water sprinkler systems, telephones or electrical conduits or systems, gas mains, other public utilities and utility service easements (hereinafter collectively called "utilities"). All such utilities shall be installed and maintained below the ground level or surface of such easements. At any time and from time to time the owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such owner, provided that any such relocation (a) shall not unreasonably interfere with or diminish utility service to the Parcels served by the lines or facility and (b) shall not reduce or unreasonably impair the usefulness or function of the line or facility. The owner of a Parcel who shall install or relocate utilities, whether the same shall be utilities that serve his Parcel and are either located upon his own Parcel or located upon the Parcel of the other owner or whether the same shall be utilities located upon his Parcel that serve the Parcel of the other owners, (i) shall

perform the construction so as not to interfere unreasonably with the normal operation of any business in the Subject Property, shall perform the construction only after 60 days notice of the owner's intention to undertake the construction shall have been given to the other owners; (ii) shall restore the original area and the relocated area to the original specifications; and (iii) shall perform the construction without cost or expense to the other owner.

4.5 Each party hereby grants to the other party, an easement to maintain footings, foundations, piers, piles, grade beams, loading ramps, stoops, walls, pads, canopies, eaves and roof overhang to the extent that they may encroach upon the respective Parcels, provided, however, such easement is limited to an encroachment of three (3) feet for loading ramps, stoops, foundations, walls, pads, footings, piers, piles and grade beams and four (4) feet for canopies, eaves and roof overhang.

5. Operation of Common Area:

5.1 There shall be no charge for parking in the Common Area on each Parcel without the prior written consent of the owners of Parcels I and II, and the Parcel I Prime Lessee and the Parcel II Prime Lessee unless otherwise required by law. The written consent of the owner of Parcel III shall be required as to any matters effecting Parcel III.

5.2 Anything in this Declaration to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Subject Property may be designated within the Subject Property from time to time by the prior written consent of the owners of Parcels I, II and III and the Parcel I Prime Lessee and the Parcel II Prime Lessee. In the event employee parking areas are designated as provided herein, then the owner, lessee or other occupant of a Parcel, and their employees, shall use only those

portions of the Common Area so designated on the Parcels of their respective owners for motor vehicle parking purposes. In no event shall employees be authorized to park within one hundred (100) feet of the front entrance of any building on Parcel I or Parcel II. The authority herein granted shall be exercised in such manner as not to discriminate against any owner or commercial establishment on the Subject Property.

5.3 Two (2) free-standing signs may be erected at the locations designated as "Pylon Sign" on Exhibit "A" hereto. It is understood that only (a) a shopping center designation, (b) a designation of the Parcel II Prime Lessee and (c) a designation of the Parcel I Prime Lessee shall exist on such Pylon Signs. The cost of constructing, erecting and maintaining each Pylon Sign shall be shared among the parties having designations thereon in the ratio that the square foot area of each party's respective designation bears to the total square foot area of all designations located on each Pylon Sign. There shall be no other signs on the Subject Property, except signs on buildings, traffic control signs and for sale and for lease signs. The sign panels on which the designations of the Parcel I Prime Lessee and the Parcel II Prime Lessee appear shall be of approximately equal size. The Parcel I Prime Lessee shall have the right to have "top-billing" below the shopping center identification panel on the Pylon adjacent to Piedmont-Wekiva Road; the Parcel II Prime Lessee shall have the right to have "top-billing" below the shopping center identification panel on the Pylon adjacent to State Road 436.

5.4 Each owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by Article 4 to use the Common Area from using the Common Areas for ingress, egress or parking. Such steps shall include without limitation the construction on such party's own Parcel only of fences, walls or barricades along the area of such parcel forming

* If First Party requests that lighting be provided on Parcel II and/or Parcel III outside the normal business hours for businesses located on those Parcels, then First Party shall pay any additional costs (eg. operation, maintenance and repair) attributable thereto.

the eastern and/or southerly boundaries of Subject Property. It is understood and agreed that no such barricades may be constructed along the common boundaries of any Parcel with any other Parcel.

6. Common Area Maintenance:

6.1 Each party shall at its own cost maintain its respective Parcel or Parcels in a clean and sightly condition, including but not limited to, (1) maintaining the parking area, service road and sidewalk surfaces in a smooth and evenly covered condition and keeping the parking areas striped; (b) removing all snow, ice, paper and debris and sweeping the area to keep it clean and orderly; (c) maintaining the landscaped areas; (d) repairing and replacing directional signs and markers, (e) operating and repairing and replacing, if necessary, artificial lighting* and (f) maintaining the drainage system of its Parcel. Each of the Parcel I owner and the Parcel II owner shall keep the Common Area of its Parcel, including without limitations, the pylon sign and the directional signs, lighted during all times when the Prime Lessee of its Parcel shall be open for business with customers and for a reasonable time thereafter.

6.2 Should owner of either Parcel I, Parcel II or Parcel III fail to maintain its Parcel or Parcels in the condition required by Paragraph 4.4 or 6.1 then the other party, following thirty (30) days written notice to the non-performing party, may proceed to take such action as is reasonably necessary to place the Parcel in question in the condition required by paragraphs 4.4 and 6.1. The non-performing party shall, following written demand upon it, promptly reimburse the performing party for all expenses reasonably incurred in taking the corrective action set out above. The performing party shall also have a lien on the Parcel or Parcels of the non-performing party following completion of the corrective work to secure the payment of obligations incurred by the performing party, provided, however, that the proper notices have been given and each

lien is properly recorded in the records of Orange County, Florida. Any such properly recorded lien may be foreclosed in the manner provided by statute for the foreclosure of labor and material liens in the State of Florida. Such lien shall be subordinate to the following: a first mortgage; a mortgage given to a bank, insurance company, pension fund or other institutional lender and the lease of the Prime Lessee.

7. Restrictions on Use:

7.1 No part of Parcel II or Parcel III shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), or as a bakery or as a delicatessen, for the sale of package sale alcoholic beverages for off-premises consumption, nor for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption, or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist or for maintaining a pharmacy license. The foregoing restrictions shall terminate automatically to the extent that Parcel I ceases to be operated for any of the above purposes for a period of twelve (12) consecutive months. Such twelve (12) month period shall be extended by any periods of time when any of the above uses are not conducted due to damage by casualty, act of God, strikes, material or supply shortages, periods of remodeling or any other cause beyond the reasonable control of First Party, provided, however, that First Party and/or the Parcel I Prime Lessee continuously use their good faith efforts to restore Parcel I to a satisfactory physical condition for purposes of conducting such use.

7.2 No part of Subject Property shall be used as a bar or tavern (the restrictions prohibiting a bar or tavern shall not prohibit where specifically allowed in

paragraph 7.3, the sale of alcoholic beverages by a sit-down restaurant which derives at least fifty (50%) percent of its gross sales from the sale of food), pornographic bookstore, gym, automotive repair facility, dance hall, billiard or pool hall, game room, off track betting facility, massage parlor, theater, bowling alley, carnival or fair, skating rink, warehouse, car wash or for the renting, leasing or sale of or displaying for the purposes of renting, leasing or sale of any motor vehicle or trailer, or for industrial purposes.

7.3 Unless a department store shall cease to be operated in Parcel II for a period of twelve (12) consecutive months, no part of Parcel I shall be used for non-retail purposes. Unless a food supermarket shall cease to be operated in Parcel I for a period of twelve (12) consecutive months, no part of Parcel II shall be used for nonretail purposes. The following purposes are not non-retail: (i) office, storage, repairs and alterations incidental to retailing; (ii) barber shops; (iii) beauty salons; (iv) dry cleaning pick up stations; (v) banks; (vi) small loan office; (vii) professional offices; (viii) health studios; (ix) educational facilities; (x) restaurants; but the location of professional offices, health studios, educational facilities and restaurants shall be limited as hereinafter provided. No part of Parcel II designated Shop E, F, G or H on Exhibit "A" shall be used as a medical, dental, or other professional office; health studio; or educational facility. It is agreed that one sit-down restaurant not to exceed 2,750 square feet in total area, selling beer and wine, but no hard liquor, for on-premises consumption in conjunction with its restaurant business, may be located in that area shown as Shop H on Exhibit "A". In addition, it is agreed that a second restaurant not to exceed 3,000 square feet in total area and which sells alcoholic beverages for on-premises consumption in conjunction with its restaurant business, may be located in that area shown as Shop D on Exhibit "A".

Finally, it is agreed that in addition to the foregoing two restaurants, a third restaurant not to exceed 2,500 square feet in total area selling beer and wine but no hard liquor for on-premises consumption in conjunction with its restaurant business, may be located on any portion of Parcel II lying at least two hundred (200) feet south of the southern boundary of Parcel I.

7.4 No restaurant, bank, or other facility featuring vehicular drive-up or drive-through customer service shall be located on Parcel II or Parcel III unless First Party has first given its written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility. First Party hereby approves the drive-through facilities shown on Exhibit "A" and the location of an automated teller machine at the location shown as "ATM" on Exhibit "A".

7.5 There shall be no open or enclosed malls on Parcel II unless First Party has first given its written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

7.6 If any term or provision of this Article 7 or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Article or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article shall be valid and shall be enforced to the extent permitted by law.

7.7 "Total Area" as that term is used in Article 7.3 shall include, but not be limited to, all serving, storage and food preparation areas.

8. General Provisions:

8.1 Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, and shall run with the land.

8.2 This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the owners and their successors and assigns and inure to Prime Lessees and their successors and assigns; provided, however, that if any owner sells any portion or all of its interest in any Parcel, such owner shall thereupon be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title if the new owner shall in writing, in recordable form, assume to the other owners the performance of selling owners obligations with respect to the property sold.

8.3 Except as otherwise provided herein, the term of this Declaration shall be for sixty (60) years from the date hereof, with subsequent annual renewals of the term for so long as any of the Parcels of Subject Property are used for retail/commercial purposes.

8.4 In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Subject Property of any of the terms, covenants and conditions of this Declaration, any or all of the owners of the property included within the Subject Property, and the Parcel I Prime Lessee and the Parcel II Prime Lessee, as long as either of them are owners or occupants, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The rights of injunction shall be in addition to all other remedies set forth in this Declaration and all remedies available under statute, law and equity.

8.5 This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the Prime Lessees and the owners of the Parcels on the Subject Property at the time of such modi-

fication or rescission, and then only by written instrument duly executed and acknowledged by all of the required owners and Prime Lessees, duly recorded in the office of the Recorder of Orange County, Florida. No modification or rescission of this Declaration shall effect the rights of any lienholder unless the lienholder consents in writing to the modification or rescission.

8.6 Either the owner of any Parcel or the Prime Lessee of that Parcel may designate the other as its proxy to vote upon any matter, such designation to be by a writing delivered to the other owners and to the other Prime Lessee, which writing will designate the matter and the time limit of the proxy. A designation may be revoked at any time prior to the expiration of said time limit by a writing delivered to the other owners and to the other Prime Lessee. In the event First Party sells Parcel I and becomes the Prime Lessee thereon, First Party is hereby designated the proxy of the owner of Parcel I to vote on any matter so long as First Party is the Prime Lessee or has a leasehold estate in Parcel I, anything in this Declaration to the contrary notwithstanding.

8.7 Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Subject Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

8.8 Unless expressly provided herein, no breach of the Declaration shall entitle any owner to cancel, rescind or otherwise to terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any

mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

8.9 Following the expiration of this Declaration, the easement provisions set out in Sections 4.1-4.5, inclusive, shall automatically renew and continue in full force and effect for periods of one (1) year each, until cancelled by the unanimous consent of the owners and Prime Lessees of each Parcel of Subject Property.

9. Notices:

9.1 All notices to be given pursuant to this Declaration shall be in writing and must be given by United States certified or registered mail, postage prepaid, properly addressed to the owner of each Parcel (and any Prime Lessee where applicable). All notices to First Party shall be sent to it at P. O. Box 7100, Orlando, Florida 32854, Attention: Legal Department. All notices to Second Party shall be sent to it at Sanlando Center Office Park, Suite 200, 2170 West State Road 434, Longwood, Florida 32779 with a copy to Stephen W. Snively, Esq., Maguire, Voorhis & Wells, P.A., P. O. Box 633, Orlando, Florida 32801. The address of each Prime Lessee shall be designated by said Prime Lessee by giving each owner and the other Prime Lessee written notice of such address in the manner above provided for the giving of notices. The addresses set out above may be changed by either party at any time by giving to the other party written notice of such address change in the manner provided above for the giving of notices.

10. Attorneys' Fees:

10.1 In the event that First Party, Second Party or their respective successors and assigns brings an action at law or in equity to enforce or interpret this Declaration, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees

and all court costs in addition to all other appropriate relief.

11. Liability for Performance:

11.1 Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event First Party or Second Party sells its respective Parcel to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as First Party or Second Party is in possession of the property as a net lessee the parties hereto shall look solely to First Party or Second Party as the case may be (and First Party or Second Party as the case may be shall be liable therefor) for the performance of any obligations either First Party or Second Party as the case may be or the Net Lessor shall have under this Declaration and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either First Party (or Parcel I) or Second Party (or Parcel II) as the case may be.

11.2 If, as a result of any termination or expiration of the interest of First Party or Second Party or its successors or assigns as net lessee of a Parcel or any surrender thereof to the Net Lessor or any nominee of the Net Lessor which shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Declaration.

11.3 If the owner of any Parcel fails to perform any covenant, term, agreement, or condition contained in this Declaration upon its part to be performed, and if as a consequence of such default any other party to this Declaration shall recover a money judgment or other judicial process requiring the payment of money against the defaulting

owner, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the defaulting owner in its Parcel and out of the rents and other income or revenue from such property receivable by the defaulting owner, or out of the consideration received by the Net Lessor defaulting owner from the sale or other disposition (including a condemnation) of all or any part of the defaulting owner's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the defaulting owner respecting any casualty affecting the improvements on the property, and neither the defaulting owner, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

11.4 Any such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title and interest in a defaulting owner's parcel, the improvements thereon and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from the sale or other disposition thereof or said insurance proceeds shall in all events be subject to the lien of any first mortgage or deed of trust upon all or any portion of such property and to the lien of the lease of the Prime Lessee of such property.

12 Separability:

12.1 If any term or provision of this Declaration or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration

shall be valid and shall be enforced to the extent permitted by law.

EXECUTED as of the day and year first above written.

WITNESSES:

Michael F. Reuling
Virginia Ann Lema

ALBERTSON'S INC., a Delaware corporation

By: Michael F. Reuling
Senior Vice President

ATTEST: L. Bruce Gordon
Assistant Secretary

FLORIDA
STATE OF ~~XXXXXX~~)
ORANGE)
COUNTY OF ~~XXX~~)

The foregoing instrument was acknowledged before me
this 8th day of February, 1985 by
~~and~~ Michael F. Reuling and R. Bruce Gordon
Assistant
, Senior Vice President and Secretary
respectively, of ALBERTSON'S, INC., a Delaware corporation,
on behalf of the corporation.

My Commission Expires

Notary Public, State of Florida
My Commission Expires April 6, 1987
Bonded Thru Troy rain Insurance, Inc.

Walter P. Taylor
Notary Public in and for the
State of ~~Florida~~ Florida

This signature page is attached to and made a part of a certain Declaration of Restrictions and Grant of Easements dated February 11, 1985, between ALBERTSON'S, INC., a Delaware corporation ("First Party") and TOBY R. HARDY and DWIGHT L. LIEB, Trustees ("Second Party").

Signed, sealed and delivered in the presence of:

Stephen A. Smith
R. Bruce Gordon

Toby R. Hardy
TOBY R. HARDY, Trustee

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 11th day of February, by TOBY R. HARDY, TRUSTEE.

My Commission Expires
Notary Public, State of Florida
My Commission Expires April 6, 1987
Bonded thru Troy. Cain - Insurance, Inc.

Katherine P. Taylor
Notary Public in and for
STATE OF FLORIDA
NOTARY PUBLIC
KATHERINE P. TAYLOR

This signature page is attached to and made a part of a certain Declaration of Restrictions and Grant of Easements dated February 11, 1985, between ALBERTSON'S, INC., a Delaware corporation ("First Party") and TOBY R. HARDY and DWIGHT L. LIEB, Trustees ("Second Party").

Signed, sealed and delivered
in the presence of:

Stephen L. Smith

Debbie Norton

Dwight L. Lieb, as Trustee

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22nd day of January, 1985 by DWIGHT L. LIEB, TRUSTEE.

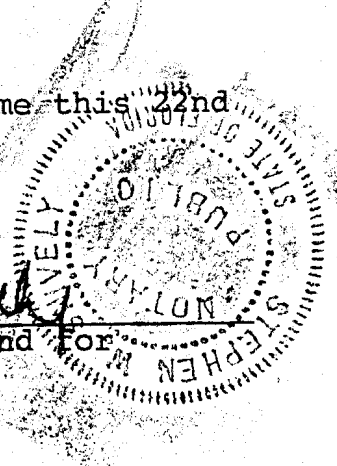
My Commission Expires:

Notary Public, State of Florida

My Commission Expires May 11, 1985

Bonded Thru Troy Fain - Insurance, Inc.

Stephen L. Smith
Notary Public in and for



JOINDER OF COMMERCE SAVINGS ASSOCIATION

COMMERCE SAVINGS ASSOCIATION, a Texas chartered savings association ("Commerce") hereby joins in the execution of this Declaration of Restrictions and Grant of Easements ("Declaration") for the sole purpose of subordinating, to the extent set out below, the lien of the mortgage held by Commerce on Subject Property. The mortgage is recorded in Volume 3459, Page 1232 of the Public Records of Orange County, Florida (the "Mortgage").

It is agreed and understood that the Mortgage shall be subordinate to the declaration in all respects except that specific liens or lien rights provided for in the Declaration which accrue subsequent to the recording of the Mortgage shall be subordinate to and inferior to the lien of the Mortgage.

COMMERCE SAVINGS ASSOCIATION

Deborah Landreth
Kyle Santaella

By: Ella S. Neyland
 Title: Senior Vice President

STATE OF TEXAS)
)
 COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this 30th day of January by Deborah Landreth and Kyle Santaella and Ella S. Neyland respectively of COMMERCE SAVINGS ASSOCIATION, a Texas Savings Association on behalf of the Association.

My Commission Expires:

November 11, 1988

Mary Ellen Hooe
 Notary Public in and for
 Bexar County, Texas.

JOINDER OF ZAYRE CORP.

Zayre Corp., a Delaware corporation ("Zayre") hereby joins in the execution of this Declaration of Restrictions and Grant of Easements ("Declaration") for the sole purpose of subordinating, to the extent set out below, the lease between Zayre and Toby R. Hardy and Dwight L. Lieb, as Trustees, of certain premises on the Subject Property. An Indenture of Lease relating to said lease is recorded in Volume 3544, Page 2380 of the Records of Orange County, Florida.

It is agreed and understood that the lease shall be subordinate to the Declaration in all respects except that specific liens or lien rights provided for in the Declaration which accrue subsequent to the recording of the Lease shall be subordinate to and inferior to the lien of the Lease.

ZAYRE CORP.

Nancy Stevens

By: Maurice Segall
Maurice Segall, President

Dorothy M. Steinkiser

By: Newton A. Lane
Newton A. Lane, Secretary

STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 8TH day of FEBRUARY, 1985 by Maurice Segall and Newton A. Lane, President and Secretary respectively, of Zayre Corp., a Delaware corporation, on behalf of the corporation.

My Commission Expires:

6/10/85

[Signature]
Notary Public

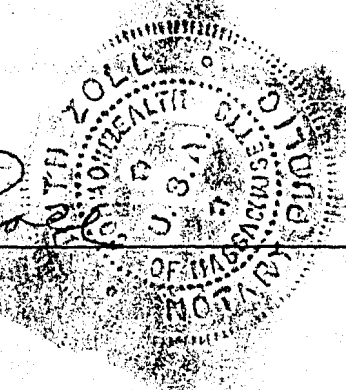
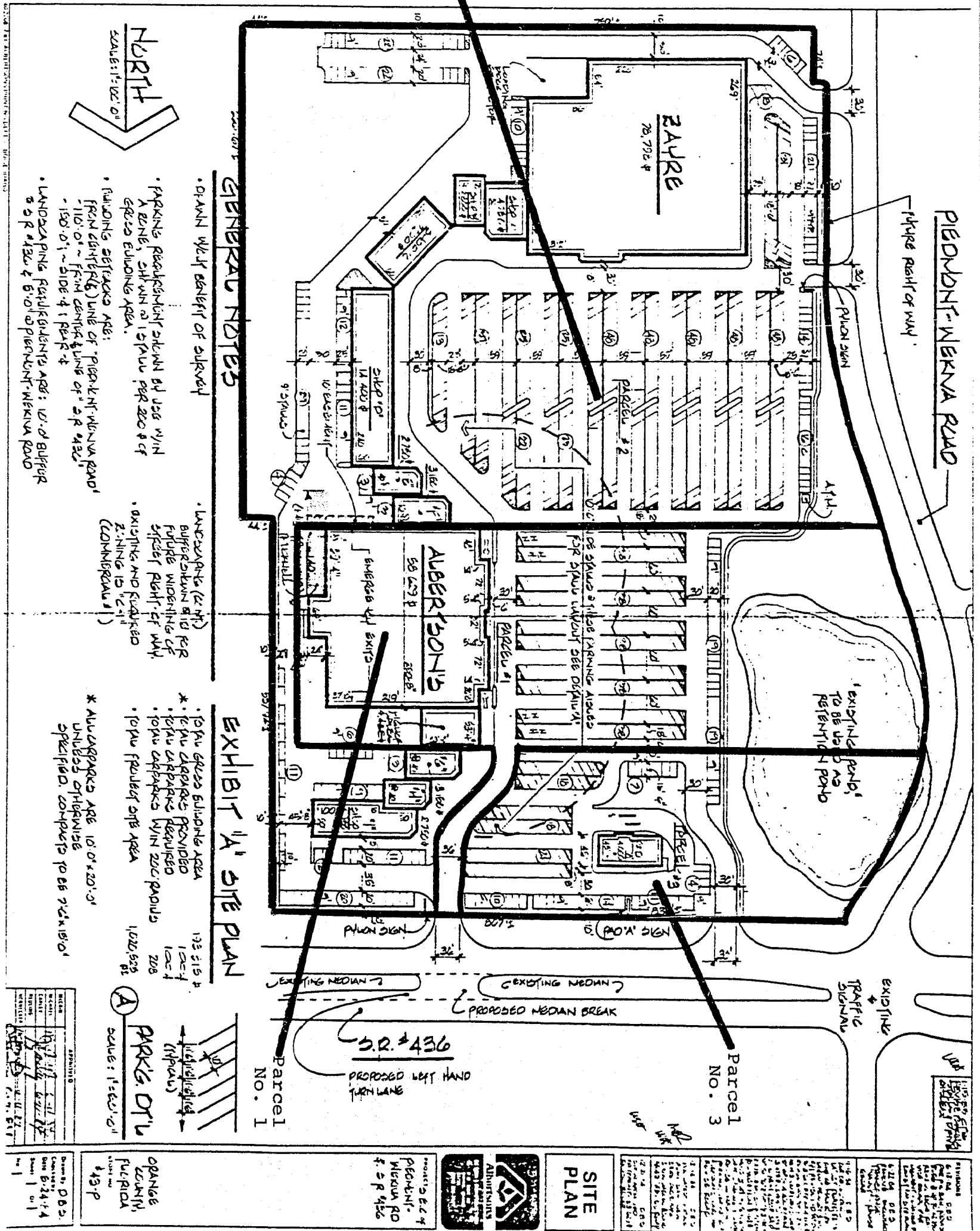


EXHIBIT "A"

NOTE:

It is recommended that any concerned person contact a party to this Declaration of Restrictions and Grant of Easements to obtain an enlarged detailed copy of the Exhibit "A".

Parcel
No. 2

SCHEDULE I

All of that land located in Orange County, Florida described as follows:

From the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 12, T21S, R28E, Orange County, Florida, run South $00^{\circ}04'45''$ E along the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 12 a distance of 131.04 feet; thence run N $89^{\circ}18'52''$ W along the South Right of Way line of State Road #436, 726.02 feet to the Point of Beginning; thence run S $00^{\circ}41'08''$ W 97.14 feet; thence run 46.32 feet along the arc of a curve concave Northwesterly having a radius 60 feet and a central angle of $44^{\circ}14'07''$; thence run S $44^{\circ}55'15''$ W 62.56 feet; thence run 48.31 feet along the arc of a curve concave Southeasterly having a radius of 60 feet and a central angle of $46^{\circ}29'20''$; thence run N $89^{\circ}55'15''$ E 277.66 feet; thence run S $00^{\circ}04'45''$ E 304.00 feet; thence run S $89^{\circ}55'15''$ W 805.64 feet; thence run N $00^{\circ}19'21''$ W 1036 Ft. to the SE Cor of the N. 660 Feet of the E. 198 feet of the Southwest 1/4 of the Southeast 1/4 of Section 12; thence run N $89^{\circ}17'39''$ W 19.87 feet along the South line of said North 660 feet of the East 198 feet; thence run N $19^{\circ}07'16''$ W 133.66 feet; thence run Northeasterly 167.35 along the arc of a curve concave to the East having a radius of 349.00 and a central angle of $27^{\circ}48'11''$; thence run N $89^{\circ}55'15''$ E 576.48 feet; thence run N $00^{\circ}41'08''$ E 38.77 feet; thence run N $44^{\circ}55'15''$ E 78.34 feet; thence run 46.32 feet along the arc of curve concave Northwesterly having a radius of 60 feet and a central angle of $44^{\circ}14'07''$; thence run N $00^{\circ}41'08''$ E 91.11 feet; thence run S $89^{\circ}18'52''$ E 36.00 feet along the South Right of Way line of State Road #436 to the Point of Beginning, containing 6.238 acres more or less.

Less and excepting therefrom the land located in Orange County, Florida, described as follows:

From the Southeast corner of the Southwest 1/4 of Section 12, T21S, R28E, Orange County, Florida, run N $00^{\circ}19'21''$ W 682.94 feet along the East line of said Southwest 1/4 of Section 12, T21S, R28E; thence run N $89^{\circ}17'39''$ W 8.22 feet to the Point of Beginning; thence continue N $89^{\circ}17'39''$ W 11.65 feet; thence run N $19^{\circ}07'16''$ W 40.65 feet; thence run Southeasterly 45.97 feet along the arc of a curve concave Southwesterly having a radius of 316.57 feet, a central angle of $08^{\circ}19'11''$ and a chord of 45.93 feet that bears S $32^{\circ}55'36''$ E to the Point of Beginning, containing 0.006 acres more or less.

SCHEDULE II

All of that Land located in Orange County, Florida described as follows:

From the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 12, T21S, R28E, Orange County, Florida, run South $00^{\circ}04'45''$ E along the East line of the Southwest 1/4 of Southeast 1/4 of said Section 12 a distance of 131.04 feet; thence run N $89^{\circ}18'52''$ W along the South Right of Way line of State Road #436, 495.0 feet to the Point of Beginning; thence run S $00^{\circ}04'45''$ E 1204.62 feet along the West line of the East 495 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 12; thence run N $89^{\circ}46'08''$ W 759.80 feet along the South line of said Section 12; thence run N $00^{\circ}19'21''$ W 74.00 feet; thence run N $89^{\circ}46'08''$ W 17.00 feet; thence run N $00^{\circ}19'21''$ W 238.84 feet; thence run to the left 270.35 feet along the arc of a curve concave to the West having a radius of 824.00 feet and a central angle of $18^{\circ}47'54''$; thence run N $19^{\circ}07'16''$ W 49.80 feet; thence run N $00^{\circ}19'21''$ W 47.25 feet; thence run N $89^{\circ}55'15''$ E 805.64 feet; thence run N $00^{\circ}04'45''$ W 304.00 feet; thence run S $89^{\circ}55'15''$ W 277.66 feet; thence run Northeasterly 48.31 feet along the arc of a curve concave to the Southeast having a radius of 60 feet and a central angle $46^{\circ}25'20''$; thence run N $44^{\circ}55'13''$ E 62.56 feet; thence run Northerly 46.32 feet along the arc of a curve concave to the West having a radius of 60 feet and a central angle of $44^{\circ}14'07''$; thence run N $00^{\circ}41'08''$ E 97.14 feet; thence run S $89^{\circ}18'52''$ E 231.02 feet along the Southerly Right of Way line State Road #436 to the Point of Beginning, containing 13.796 acres more or less.

Less and excepting therefrom that land located in Orange County, Florida, described as follows:

From the Southeast corner of the Southwest 1/4 of Section 12, T21S, R28E, Orange County, Florida, run N $00^{\circ}19'21''$ W 624.93 feet along the East line of said Southwest 1/4 of Section 12, T21S, R28E, to the Point of Beginning; thence continue N $00^{\circ}19'21''$ W 41.89 feet; thence run Southeasterly 138.65 feet along the arc of a curve concave Southwesterly having a radius of 316.57 feet, a central angle of $25^{\circ}05'40''$ and a chord of 137.55 feet that bears S $12^{\circ}55'14''$ E; thence run Northwesterly 47.32 feet along the arc of a curve concave Southwesterly having a radius of 824.00 feet, a central angle of $03^{\circ}17'25''$ and a chord of 47.31 feet that bears N $17^{\circ}28'34''$ W; thence run N $19^{\circ}07'16''$ W 49.80 feet to the Point of Beginning, containing 0.029 acres more or less.

SCHEDULE III

All of that land located in Orange County, Florida described as follows:

From the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 12, T21S, R28E, Orange County, Florida, run S 00°04'45" E along the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 12 a distance of 131.04 feet; thence run N 89°18'52" W 742.02 feet along the South line of State Road #436 to the Point of Beginning; thence run S 00°41'08" W 91.11 feet; thence run Southwesterly 46.32 feet along the arc of a curve concave to the Northwest having a radius 60 feet and a central angle of 44°14'07"; thence run S 44°55'15" W 78.34 feet; thence run S 00°41'08" W 38.97 feet; thence run S 89°55'15" W 576.48 feet; thence run Northeasterly 171.75 feet along a arc of a curve concave to the Southeast having a radius 349 feet, a central angle of 28°11'49" and a chord of 170.02 feet that bears N 22°46'52" E; thence run 89.50 feet Northeasterly along the arc of a curve concave to Northwest having a radius of 346.57 feet and a central angle of 14°47'48"; thence run S 89°18'52" E 541.15 feet along the South Right of Way line of State Road #436 to the Point of Beginning, containing 3.072 acres more or less.

RECORDED & RECORD VERIFIED

Thomas H. Lick
County Comptroller, Orange Co., Fla.

★
RETURN TO:

CHICAGO TITLE INSURANCE CO.

601 S. LAKE DESTINY DRIVE, SUITE 200
MAITLAND, FLORIDA 32751

100103505 AEL

AMENDMENT TO DECLARATION OF RESTRICTIONS AND
GRANT OF EASEMENTS

THIS Amendment to Declaration of Restrictions and Grant of Easements ("Amendment"), is made this 10th day of August, 2001, by Albertson's, Inc., having an address at 250 Parkcenter Blvd. Boise, Idaho 83726 and P.O.B. Apollo Florida, L.P., having its address at 5550 LBJ Freeway, Suite 380, Dallas, Texas 75240.

WITNESSETH:

WHEREAS, Albertson's, Inc. (the "First Party") is the current owner of Parcel I and P.O.B. Apollo Florida, L.P. (the "Second Party") is the current owner of Parcels II and III, each as defined in the Declaration of Restrictions and Grant of Easements recorded February 12, 1985, in Official Records 3606, Page 2156, Orange County, Florida Records (the "Declaration");

WHEREAS, First Party and Second Party have been requested by Kmart Corporation, the "Prime Lessee" of Parcel II, to amend the Declaration in part;

WHEREAS, First Party and Second Party, are agreeable to such amendment.

NOW THEREFORE, in consideration of the mutual benefits to be derived therefrom, the Declaration shall be amended as follows:

- I. All references to "Zayre" shall hereinafter be changed to "Kmart Corporation".
- II. Article 7, Restrictions on Use, 7.1, shall have the following language added:

For so long as Kmart Corporation shall operate a "Big Kmart Store" on Parcel II, the following activities shall be permitted in that part of Parcel II:

1. Beer and wine sales for off-premises consumption, provided that the square footage of such sales area shall be included in the 5,000 square foot limitation referred to in the first sentence of Article 7.1.
2. The sale of pre-packaged lunch meats.
3. The sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist or for maintaining a pharmacy license.

- III. Article 7, Restrictions on Use, 7.3, shall have the following language added to the end of the clause:



It is agreed that the existing tenant, Paramount Fitness, and its successors or assigns, shall be considered a health studio.

IV. Exhibit A attached hereto shall replace and become the new Exhibit A to the Declaration.

V. Each reference in Article 5, Operation of Common Area, 5.3, to "Parcel I Prime Lessee" is deleted and "Parcel I Prime Lessee and/or First Party" is substituted therefor.

IN WITNESS WHEREOF, First Party, Second Party and the Prime Lessee of Parcel II, hereby do duly execute this Amendment as of the date first above written.

WITNESSES

Rebecca Nichols
Rebecca Nichols
Andrea C. Doe
ANDREA C. DOE

Albertson's, Inc.

By: [Signature]
Lincoln V. Sharp, Jr.
Vice President, Real Estate Law

P.O.B. Apollo Florida, L.P.,
a Delaware limited partnership

By: P.O.B. Capital Partners IV, L.P.,
a Texas limited partnership
Its: General Partner

By: P.O.B. Operating Partners IV, L.P.
a Texas limited partnership
Its: General Partner

By: Montgomery Operating Partners IV, Inc.
a Texas corporation
Its: General Partner

By: [Signature]
RANDY TWIST
Its: EXECUTIVE VICE PRESIDENT

Kmart Corporation
By: [Signature]
Its: Vice President

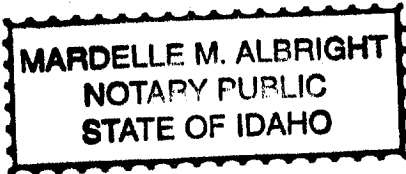
[Signature]
[Signature]
John F. Walker
Pracy M. Price

ACKNOWLEDGEMENTS

STATE OF Idaho

COUNTY OF Ada

The foregoing instrument was acknowledged before me this 21st day of June, 2001, by Lincoln V. Sharp, Jr., personally known to me to be the Vice President, Real Estate Law of Albertson's, Inc., a Delaware corporation, on behalf of the corporation.

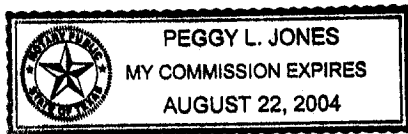


Mardelle M. Albright
Notary Public, Idaho County
State of Idaho
My commission expires: 10/25/06

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 25 day of June, 2001, by Randy Twist, personally known to me to be the EVP of Montgomery Operating Partners IV, Inc., a Texas corporation, the general partner of P.O.B. Operating Partners IV, a Texas limited partnership, the general partner of P.O.B. Capital Partners IV L.P., a Texas limited partnership, the general partner of P.O.B. Apollo Florida, L.P., a Delaware limited partnership, on behalf of P.O.B. Apollo Florida, L.P.



Peggy L. Jones
Notary Public, Dallas County
State of Texas
My commission expires: 8-22-04

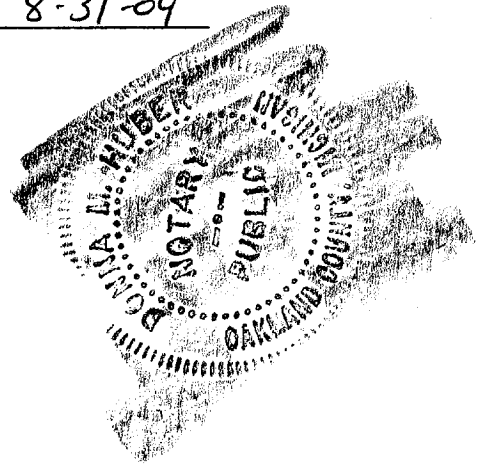
STATE OF MICHIGAN

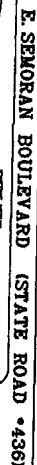
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 10th day of August, 2001
by Lawrence T. Keller, personally known to me to be the Vice President of Kmart
Corporation, a Michigan corporation, on behalf of the corporation.

Devin M. Huber
Notary Public, Oakland County
State of Michigan
My commission expires: 8-31-04

Drafted by and ~~when recorded,~~
~~return to:~~
John F. Walsh, Esq.
Senior Attorney
Real Estate Legal Department
Kmart Corporation
3100 West Big Beaver Road
Troy, MI 48084





This instrument was prepared by
and, after recordation, should be
returned to:

David J. Wiener, Esq.
David J. Wiener, P.A.
2240 Northwest 19th Street
Suite 801
Boca Raton, Florida 33431

**SECOND AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS**

This Second Amendment to Declaration of Restrictions and Grant of Easements (this "Second Amendment") is made and entered into as of the 31st day of August, 2016 (the "Effective Date") by Agree Apopka FL, LLC, a Delaware limited liability company (and together with its successors and/or assigns, "AGR"), and G&I VIII Piedmont Plaza LLC, a Delaware limited liability company (and together with its successors and/or assigns, "G&I"), and Apopka Retail DST, a Delaware statutory trust (and together with its successors and/or assigns, "Apopka Retail").

RECITALS:

A. Piedmont Plaza Shopping Center (the "Shopping Center") is located at the southeasterly corner of the intersection of Piedmont-Wekiwa Road and E. Semoran Boulevard (S.R. 436) in Apopka, Orange County, Florida. The Shopping Center is more particularly described on Exhibit "A" annexed hereto and forming a part hereof.

B. The Shopping Center is subject to that certain Declaration of Restrictions and Grant of Easements (the "Original Declaration") recorded in Official Records Book 3606, at Page 2156, Public Records of Orange County, Florida. The Original Declaration was amended by that certain Amendment to Declaration of Restrictions and Grant of Easements (the "First Amendment") recorded in Official Records Book 6330, at Page 3654, Public Records of Orange County, Florida. The Original Declaration, as amended by the First Amendment, is hereinafter referred to collectively as the "Declaration".

C. AGR, as successor in interest to ABS FLA Investor LLC, is the current owner of "Parcel I" (as said term is defined in Declaration).

D. G&I, as successor in interest to P.O'B. Apollo Florida, L.P. (which, in turn, was the successor in interest to Toby R. Hardy and Dwight L. Lieb, Trustees), is the current owner of "Parcel II" (as said term is defined in the Declaration).

E. Apopka Retail, as successor in interest to P.O'B. Apollo Florida, L.P. (which, in turn, was the successor in interest to Toby R. Hardy and Dwight L. Lieb, Trustees), is the current owner of "Parcel III" (as said term is defined in the Declaration).

F. AGR, G&I and Apopka Retail desire to amend the Declaration in the manner hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the premises, the mutual undertakings and agreements of the parties herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid and/or given by each of the parties hereto to the other, the receipt and sufficiency of which are hereby acknowledged, AGR, G&I and Apopka Retail, intending to be bound and obligated, do hereby agree as follows:

1. Recitals True and Correct. The foregoing Recitals are true and correct in all respects and are incorporated into this Second Amendment as if again set out at length herein.

2. Amendment of Declaration. AGR, G&I and Apopka Retail do hereby agree that the Declaration shall be and is hereby modified as follows:

(a) Redevelopment. AGR, G&I and Apopka Retail hereby consent to the redevelopment of the southerly part of Parcel II (the "Parcel II Redevelopment") substantially as depicted on the site plan attached hereto as Exhibit "B" and forming a part hereof (the "New Site Plan").

(b) New Site Plan; Consents and Agreements, Etc. In furtherance of the foregoing, AGR, G&I and Apopka Retail hereby (i) approve the New Site Plan and agree that the layout and configuration of the Shopping Center and its "Common Areas", "Building Areas", driveways, entrances, exits, parking areas, landscaped areas, signs and other areas and features, as depicted on the New Site Plan, comply and shall be deemed to be comply with the requirements of the Declaration, including, but not limited to, those relating to the number of required parking spaces, and (ii) agree that the site plan *currently* attached as Exhibit "A" to the Declaration (the "Prior Site Plan") shall be deleted and that the New Site Plan attached to this Second Amendment as Exhibit "B" shall be substituted in the place and stead of the Prior Site Plan, and (iii) the parties hereto do hereby agree that all references in the Declaration to the "Common Areas", "Building Areas", driveways, entrances, exits, parking areas, landscaped areas, signs and other areas and features depicted on the Prior Site Plan shall instead hereafter refer to the "Common Areas", "Building Areas", driveways, entrances, exits, parking areas, landscaped areas, signs and other areas and features depicted on the New Site Plan.

(c) Consents and Agreements, Etc.

(i) AGR, G&I and Apopka Retail hereby acknowledge and agree that, as more particularly set forth on the New Site Plan, the Parcel II Redevelopment shall include, among other things:

(1) the renovation of the former Zayre/K-Mart Store premises (currently occupied by Beall's Department Store);

(2) the renovation of the façade of the building containing such former Zayre/K-Mart Store premises, such façade renovation to be substantially as depicted in the rendering(s) attached hereto as Exhibit "C" and forming a part hereof;

(3) the demolition of the approximately 27,700 square foot existing multi-tenant building that adjoins and is located immediately to the south of the former Albertson's Store premises (currently occupied by Hobby Lobby Stores, Inc.), and the replacement of such approximately 27,700 square foot existing multi-tenant building with additional parking areas and a new building (the "New One and Two Story Building"), all of the foregoing to be in substantially the locations indicated on the New Site Plan, with the exterior elevations of such New One and Two Story Building to be substantially as depicted in the renderings attached hereto as Exhibit "D" and forming a part hereof. In this connection, AGR, G&I and Apopka Retail acknowledge and agree that the New One and Two Story Building shall have an aggregate floor area of approximately 52,240 square foot, with approximately 13,600 square feet of such floor area to be located within the one-story northerly section of the New One and Two Story Building, and with the remaining approximately 38,640 square feet of such floor area to be located within the two-story southerly section of such building, all substantially as depicted on the New Site Plan. AGR, G&I and Apopka Retail further acknowledge and agree that the height of the one-story section of the New One and Two Story Building shall be approximately 26 feet (with decorative towers, architectural embellishments, roof projections and/or equipment permitted to extend up an additional 12 feet, to an aggregate total of 38 feet), and that the height of the two-story section of such building shall be approximately 57 feet (with decorative towers, architectural embellishments, roof projections and/or equipment permitted to extend up an additional 4 feet, to an aggregate total of 61 feet). AGR, G&I and Apopka Retail further consents to the operation of the operation of a health club and related uses in the New One and Two Story Building.

(4) the construction of a free-standing building with drive-through (the "New Free-Standing Building") on a pad to be located to the southwest of the Hobby Lobby store premises substantially as indicated on the New Site Plan, such New Free-Standing Building to have a floor area of approximately 8,000 square foot and a height of approximately 24 feet (with decorative towers, architectural embellishments, roof projections and/or equipment permitted to extend up an additional 6 feet, to an aggregate total of 30 feet) and with the exterior elevations of such New Free-Standing Building to be substantially as depicted in the renderings attached hereto as Exhibit "E" and forming a part hereof generally consistent and compatible with the other buildings in Parcel II; and

(5) the reconfiguration and upgrading of certain of the parking areas of Parcel II.

(ii) AGR, G&I and Apopka Retail hereby (aa) consent to the renovation of the façade of the building located on Parcel I (and containing the existing Hobby Lobby Store premises), such façade renovation to be substantially as depicted in the rendering(s) attached hereto as Exhibit "F" and forming a part hereof, and (bb) agree that the height of such building may extend to approximately 28 feet (with decorative towers, architectural embellishments, roof projections and/or equipment permitted to extend up an additional 10 feet, to an aggregate total of 38 feet);

(iii) AGR, G&I and Apopka Retail hereby agree that the existing height limitations set forth in the Declaration (as modified by this Second Amendment) (and specifically including the one-story building height limitation and any signage height restrictions) shall not be deemed to apply to the New One and Two Story Building, or to the New Free-Standing Building, provided, however, that those buildings do not exceed the height limits set out in Paragraphs 2(c)(i)(3) and 2(c)(i)(4) above. AGR, G&I and Apopka Retail further agree that, to the extent that any existing building or sign in the Shopping Center might currently violate any of such existing height limitations, such violation(s) will be deemed waived.

(iv) AGR, G&I and Apopka Retail hereby consent to the construction of the New One and Two Story Building and the New Free-Standing Building substantially as depicted on Exhibits D and E, respectively, and AGR, G&I and Apopka Retail acknowledge and agree that no further plans or other information as to such proposed buildings need be provided to them prior to the commencement of construction thereof (i.e., notwithstanding the provisions of the Declaration that seem to require submission of additional "information" regarding those buildings).

(v) AGR, G&I and Apopka Retail hereby agree that all references in the Declaration to the Center's "pylon signs" shall be deemed instead to mean and refer to the two (2) new monument signs which shall be erected at the Shopping Center by and at the sole cost and expense of G&I (or its designees, successors and/or assigns) in place of the two (2) existing pylon signs. Further, to the extent that all necessary permits and approvals for same shall have been obtained, G&I (or its designees, successors and/or assigns) shall also be entitled to construct, operate, maintain, repair and replace, at its sole cost and expense, a third monument sign in the northwesterly corner of the Shopping Center, i.e., adjacent to the intersection of Piedmont-Wekiwa Road and E. Semoran Boulevard (S.R. 436). AGR, G&I and Apopka Retail hereby further agree that notwithstanding any contrary provision of Section 5.3 of the Declaration, the design of such new monument signs (and the number of tenant sign panels that may be affixed thereto) shall be substantially as depicted in the renderings attached hereto as Exhibit "G-1" (proposed new monument sign to be erected adjacent to Piedmont-Wekiwa Road), Exhibit "G-2" (proposed new monument sign to be erected adjacent to E. Semoran Boulevard [S.R. 436]), and, *if applicable*, Exhibit "G-3" (proposed new monument sign *which may be erected* in the northwesterly corner of the Shopping Center). In this connection, the sign panel(s) assigned to the Parcel I Prime Lessee (or such other party as may be designated by the owner of Parcel I) on any or all of the new monument signs referred to above may be divided in half as directed by the owner of Parcel I (i.e., so that sign panels for up to two [2] tenants of Parcel I may be placed in the space in question on each such monument sign) and the sign panel(s) assigned to the Parcel II Prime Lessee (or such other party as may be designated by the owner of Parcel II) on any or all of the new monument signs referred to above may be divided in half as directed by the owner of Parcel II (i.e., so that sign panels for up to two [2] tenants of Parcel II may be placed in the space in question on each such monument sign).

(vi) AGR and Apopka Retail hereby (x) acknowledge that G&I proposes to lease the approximately 38,640 square foot, two-story, section of the New One and Two Story Building to 24 Hour Fitness USA, Inc. for the operation of a health club and related uses (the "24 Hour Fitness Uses"), and (y) consent to the operation of a health club and related uses in such portion of the New One and Two Story Building. Further, AGR, G&I and Apopka hereby approve the drive-through facilities shown on the New Site Plan and the automated teller machine within Parcel III at the location labeled "ATM" on the New Site Plan.

(vii) AGR, G&I and Apopka Retail hereby agree that Sections 7.2, 7.3 and 7.4 of the Declaration shall be and are hereby modified to read as follows (new text underlined; deleted text ~~struck through~~):

"7.2 No part of Subject Property shall be used as a bar or tavern (the restrictions prohibiting a bar or tavern shall not prohibit where specifically allowed in paragraph 7.3, the sale of alcoholic beverages by a sit-down restaurant which derives at least fifty (50%) percent of its gross sales from the sale of food), pornographic bookstore, ~~gym~~, automotive repair facility, dance hall, billiard or pool hall, game room (except as a part of a restaurant concept), off track betting facility, massage parlor (provided, however, that this restriction shall not be deemed to apply operation such as "Massage Envvy" or to physicians, chiropractors or licensed massage therapists), theater, bowling alley, carnival or fair, skating rink, warehouse, car wash or for the renting, leasing or sale of or displaying for the purposes of renting, leasing or sale of any motor vehicle or trailer, or for industrial purposes.

"7.3 Unless a department store shall cease to be operated in Parcel II for a period of twelve (12) consecutive months, no part of Parcel I shall be used for non-retail purposes. ~~Unless a food supermarket shall cease to be operated in Parcel I shall cease to be used and occupied for retail purposes~~ for a period of twelve (12) consecutive months, no part of Parcel II shall be used for nonretail purposes. The following purposes are not non-retail; (i) office, storage, repairs and alterations incidental to retailing; (ii) barber shops; (iii) beauty salons; (iv) dry cleaning pick up stations; (v) banks; (vi) small loan office; (vii) professional offices; (viii) health studios; (ix) educational and/or daycare facilities; (x) restaurants; but the ~~location of aggregate amount of floor area which may be used for~~ professional offices, health studios, education and/or daycare facilities and restaurants shall be limited as hereinafter provided; and (xi) other customary uses typically found in comparable shopping centers in the State of Florida. In no event shall more than an aggregate total of 12,000 square feet of floor area in Parcel II be used for medical offices dental offices, other professional offices and/or educational and/or daycare facilities, and in no event shall more than an aggregate total of 12,000 square feet of Total Area in Parcel II be used for restaurants. Anything in the foregoing to the contrary notwithstanding, it is expressly understood and agreed that the restrictions in this Section 7.3 shall not apply to the premises located or to be located in the westerly approximately 75 feet of the building currently occupied by Beall's Department Store. No part of Parcel II designated Shop E, F, G or H on Exhibit "A" shall be used as a medical, dental, or other professional offices, health studio, or educational facility. It is agreed that one sit down restaurant not to exceed 2,750 square feet in total area, selling beer and wine, but no hard liquor, for on-premises consumption in conjunction with its restaurant business, may be located in that area shown as Shop H on Exhibit "A". In addition, it is agreed that a second restaurant not to exceed 3,000 square feet in total area and which sells alcoholic beverages for on-premises consumption in conjunction with its restaurant business, may be located in that area shown as Shop D on

~~Exhibit "A". Finally, it is agreed that in addition to the foregoing two restaurants, a third restaurant not to exceed 2,500 square feet in total area selling beer and wine but no hard liquor for on-premises consumption in conjunction with its restaurant business, may be located on any portion of Parcel II lying at least two hundred (200) feet south of the southern boundary of Parcel I. It is agreed that the existing tenant, Paramount Fitness, and its successors or assigns, shall be considered a health studio.~~

~~"7.4 Intentionally Deleted. No restaurant, bank, or other facility featuring vehicular drive-up or drive-through customer service shall be located on Parcel II or Parcel III unless First Party has first given its written consent, which shall not be unreasonably withheld, to the location, parking and drive lands of such facility. First Party hereby approves the drive-through facilities shown on Exhibit "A" and the location of an automated teller machine at the location shown as "ATM" on Exhibit "A."~~

3. Miscellaneous Matters.

(a) All references in the Declaration to the Parcel I Prime Lessee shall be deemed to refer to Hobby Lobby, its successors and/or assigns, provided, however, that upon the expiration or sooner termination of the lease between Hobby Lobby and the owner of Parcel I, all references to the Parcel I Prime Lessee shall be deemed to refer to the lessee or tenant of the majority of the gross leasable floor space of the building that is currently occupied by Hobby Lobby.

(b) All references in the Declaration to the Parcel II Prime Lessee shall be deemed to refer to Beall's Department Stores, Inc., its successors and/or assigns, provided, however, that upon the expiration or sooner termination of the lease between Beall's Department Store, Inc., all references to the Parcel II Prime Lessee shall be deemed to refer to the lessee or tenant of the majority of the gross leasable floor space of the building that is currently occupied by Beall's Department Stores, Inc.

(c) All references in the Declaration to "Zayre" or "K-Mart" shall be deemed to refer to "Beall's Department Stores, Inc."

(d) AGR, G&I and Apopka Retail hereby acknowledge and agree that the New Site Plan attached hereto as Exhibit "B" and/or the renderings attached hereto as Exhibits "C" and "D" may be modified from time to time in order to comply with the mandates and/or requirements of applicable governmental authorities in connection with and/or as a condition to the issuance of the various approvals required for the matters referred to in Paragraph 2(c)(i) above, *however, in no event shall the New Site Plan be modified in any manner which shall affect Parcel I or Parcel II or Parcel III without the express prior written consent of the respective owners of such Parcels, and in no event shall any of the renderings attached hereto as Exhibits "C" and/or "D" be modified in any manner that would have any material adverse impact on the operations of the owners of Parcel I or Parcel III (or of any of the respective tenants of such Parcels) without the express prior written consent of the owner of the affected Parcel, which consent shall not be unreasonably withheld.*

(e) AGR, G&I and Apopka Retail hereby acknowledge and agree that renderings attached hereto as Exhibit "E" may be modified from time to time in order to comply with the mandates and/or requirements of applicable governmental authorities in connection with and/or as a condition to the issuance of the various approvals required for the matters referred to in Paragraphs 2(c)(ii) above, *however, in no event shall the renderings attached hereto as Exhibit "E" be modified in any manner that would have any material adverse impact on the operations of the owners of Parcel I or Parcel III (or of any of the respective tenants of such Parcels) without the express prior written consent of the owner of the affected Parcel, which consent shall not be unreasonably withheld.*

(f) Without the prior written consent of the owner of Parcel I, which consent shall not be unreasonably withheld, the owner of Parcel II shall not construct any drive through facility within Parcel II except for those drive through facilities, if any, that exist within Parcel II as of the date hereof and/or those drive through facilities that are authorized and/or contemplated pursuant to terms of this Second Amendment.

(g) Subject to receipt of all applicable and/or necessary governmental permits, consents and approvals, the owner of each Parcel shall be permitted, from time to time, to reconfigure the common areas within its Parcel provided that such reconfiguration shall not result in (x) any reduction in parking within such Parcel below that required by code (as modified by any variance obtained), or (y) any material adverse effect upon traffic flow, and further provided that in no event shall any driveway running between such owner's Parcel and any other Parcel(s) be modified or reconfigured in any way.

(h) Neither AGR nor Apopka Retail shall unreasonably withhold, delay or condition its consent to any other modifications of the Declaration which G&I may request in conjunction with the redevelopment of the Shopping Center as contemplated above, provided that same shall not have a material adverse effect on the party proposing to withhold such consent.

(i) AGR, G&I and Apopka Retail hereby agree that Paragraph 9.1 of the Declaration, shall be and is hereby restated to provide as follows:

"9.1 All notices or other communications required or permitted to be given pursuant to the Declaration or this Second Amendment shall be in writing and shall be considered as properly given or made (i) upon the date of personal delivery (if notice is delivered by personal delivery or e-mail or other electronic means), (ii) on the date of delivery, as confirmed by electronic answerback (if notice is delivered by facsimile transmission), or (iii) on the day one (1) business day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), and in any case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other):

(1) If to AGR:

Agree Apopka FL, LLC
c/o Agree Limited Partnership
70 East Long Lake Road
Bloomfield Hills, MI, 48304
Attention: Laith Hermiz, COO
Facsimile Number: (248) 737-9110
Email Address: laith@agreerealty.com

With a copy to:

Honingman Miller Schwartz and Cohn LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, MI 48304-5151
Attention: Lowell D. Salesin, Esq.
Facsimile Number: (248) 566-8541
Email Address: lsalesin@honigman.com

(2) If to G&I:

G&I VIII Piedmont Plaza LLC
c/o DRA Advisors LLC
220 East 42nd Street (27th Floor)
New York, New York 10017
Attention: David Luski and Matthew D. Shore
Facsimile Number: (212) 697-7403
Email Address: dluski@draadvisors.com and mshore@draadvisors.com

With a copy to:

David J. Wiener, P.A.
2240 Northwest 19th Street, Suite 801
Boca Raton, Florida 33431
Attention: David J. Wiener, Esq.
Facsimile Number: (561) 361-8898
Email Address: dwiener@woolbright.net

(3) If to Apopka Retail:

Apopka Retail DST
c/o Inland Private Capital Corporation
2901 Butterfield Road
Oak Brook, Illinois 60523
Attention: Daniel Zatloukal
Facsimile Number: (630) 645-3783
Email Address: Daniel.zatloukal@inlandgroup.com

With a copy to:

The Inland Real Estate Group, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60523

Attention: General Counsel
Facsimile Number: (630) 218-4900
Email Address: bbaum@inlandgroup.com

The address of each Prime Lessee shall be designated by such Prime Lessee by giving written notice of such address to the owner of each Parcel and to the other Prime Lessee in the manner set forth above."

(j) Estoppel Certificates. Not later than twenty (20) days following the date upon which the owner of any Parcel (the "Requesting Owner") shall deliver a written request to the owner of any other Parcel (the "Recipient"), the Recipient shall deliver to the Requesting Owner a certificate (i) stating that this Declaration is unmodified and in full force and effect or if there have been modifications, that it is in full force and effect as modified in the manner specified in the certificate, (ii) stating whether the Recipient holds a lien on the Requesting Owner's Parcel which has arisen under the terms of this Declaration (and if such lien exists, specifying the then current amount secured thereby), (iii) stating whether, to the knowledge of the Recipient, any event has occurred which will give the Recipient the right to impose a lien on the Requesting Owner's Parcel, (iv) stating whether, to the knowledge of the Recipient, any defaults on the part of the Requesting Owner under this Declaration then exist and remain uncured, and if so, describing such default(s), and (v) providing such other information regarding this Declaration and the matters referred to herein as the Requesting Owner may have reasonably requested.

(k) AGR, G&I and Apopka Retail hereby agree that the Declaration shall be and is hereby modified by the addition of the following provision as new Section 11.5 thereof:

11.5. Public Liability Insurance; Indemnity.

A. The owner of each Parcel shall at all times maintain (or cause to be maintained) commercial liability insurance with respect to such Parcel, insuring against the risks of bodily injury, death and property damage with combined single limits of not less than \$1,000,000.00, such insurance coverage (i) to be written on an "occurrence" (rather than a "claims made") basis, (ii) to name as additional insureds the owners of the other Parcels and their respective mortgagee(s) (provided that written notice of the name[s] and address[es] of such mortgagee[s] shall have been provided in advance to the owner of the Parcel who shall be procuring such insurance), and (iii) to provide, (A) if the same shall be readily available without additional cost, that such policy may not be canceled or modified without at least ten (10) days' prior written notice to the owners of the other Parcels (and to their respective mortgagee[s] as to which such written notice shall have been provided) or (B) if the notice described in the foregoing clause (A) shall not be readily available without additional cost, that at least ten (10) days' prior written notice of non-payment of premium shall be provided to the owners of the other Parcels (and to their respective mortgagee[s] as to which such written notice shall have been provided). The owner of each Parcel shall provide the owners of the other Parcels (and their respective mortgagee[s] as to which such written notice shall have been provided) on or before the effective date of the policy, a duplicate policy or certificate evidencing the insurance required hereunder and stating that such insurance is in full force and effect, and that the premiums therefor have been paid.

B. The owner of each Parcel (an "Indemnifying Owner") shall, and does hereby, indemnify, defend and agree to save and hold harmless the owners of the other Parcels and the respective officers, directors, stockholders, members, trustees, partners, principals, managers, employees, agents, contractors, tenants, licensees and mortgagee(s) of such other owners (collectively, the "Indemnified Parties") from and against all claims, demands, suits, actions, judgments, losses, damages, liabilities, costs and expenses paid and/or incurred by the Indemnified Parties, or any of them, which arise out of or result from or are in any way related to: (i) the use, occupancy and/or enjoyment by the Indemnifying Owner or by such Indemnifying Owner's "Permittees" (as hereinafter defined) of the Indemnifying Owner's Parcel, or the Common Areas, or the easements and/or other rights granted to the Indemnifying Owner by this Declaration; (ii) any activity, work or things done, permitted or suffered in or about the Shopping Center by such Indemnifying Owner or by such Indemnifying Owner's Permittees; (iii) any failure by such Indemnifying Owner or by such Indemnifying Owner's Permittees to maintain its Parcel, or to cause such Parcel to be maintained, in a safe condition in compliance with all applicable laws, ordinances, codes, rules, regulations and/or requirements; (iv) any other act or omission of such Indemnifying Owner or such Indemnifying Owner's Permittees; (v) any breach of this Declaration by such Indemnifying Owner or by such Indemnifying Owner's Permittees; and (vi) any bodily injury (including death), property damage and/or nuisance arising out of, resulting from, or related to any of the foregoing, and/or caused or alleged to have been caused by such Indemnifying Owner or by such Indemnifying Owner's Permittees. The foregoing indemnities include all reasonable attorneys' fees at all levels of proceedings, including appeals, bankruptcy and collections and all other expenses and liabilities incurred in relation to such claim. Each Indemnified Party shall give prompt and timely notice to the owners of the other Parcels of any claim made or suit or action commenced against such Indemnified Party which in any way would result in indemnification under this Declaration. Each Indemnifying Owner shall defend the Indemnified Parties utilizing counsel reasonably acceptable to the Indemnified Parties. As used herein, the term "Permittees" shall mean and refer, collectively, to the tenants or other occupants of the Indemnifying Owner's Parcel and to officers, directors, stockholders, members, trustees, partners, principals, managers, employees, agents, contractors and licensees of the Indemnifying Owner or such tenants or other occupants. The indemnity provided in this Section 11.5B shall extend to any and all claims, losses, costs, damages and/or expenses paid and/or incurred by the Indemnified Parties arising out of or resulting from the handling or disposal of Hazardous Waste Materials (as defined below) by the Indemnifying Owner or its Permittees. In the event any of the Indemnified Parties shall be made party to any litigation or proceeding commenced against the Indemnifying Owner or its Permittees relating to any such handling or disposal of Hazardous Waste Materials, then the Indemnifying Owner shall protect, indemnify, and hold the such Indemnified Party(ies) harmless from and against, and the Indemnifying Owner shall pay all reasonable costs, expenses and reasonable attorneys' fees (both trial and appellate fees) incurred or paid by such Indemnified Party(ies) in connection with such litigation or proceeding. For the purposes of this Section 11.5B, "Hazardous Waste Materials" shall mean any material which could give rise to liability under (a) the Resources Conservation Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended, 42 U.S.C. Sections 6901 et seq.; (b) the Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended, 42

U.S.C. Sections 9601 et seq.; (c) the Toxic Substances and Control Act, as now or hereafter amended, 15 U.S.C. Sections 2601 et seq.; (d) the Clean Air Act, as now or hereafter amended, 42 U.S.C. Sections 7401 et seq.; (e) any Florida statute governing the generation, storage, disposition, release or existence of hazardous substances; (f) any common law theory based on nuisance or strict liability; and (g) any other applicable law.

4. Other Miscellaneous Matters. Unless otherwise indicated, capitalized terms used herein shall have the meanings, respectively, ascribed to them in the Declaration. AGR, G&I and Apopka Retail hereby ratify and confirm the Declaration, as amended by this Second Amendment, and expressly acknowledge and agree that the Declaration, as amended by this Second Amendment, remains and shall continue in full force and effect upon and subject to the terms and conditions thereof. In the event of any conflict between the terms and provisions of the Declaration and the terms and provisions of this Second Amendment, the terms and provisions of this Second Amendment shall take precedence and control. Each party hereto does hereby acknowledge and agree that neither of the other parties hereto has made or is making any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Second Amendment. This Second Amendment and all the terms and provisions hereof shall inure to the benefit of and be binding upon all parties hereto and their respective heirs, personal representatives, administrators, executors, successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.

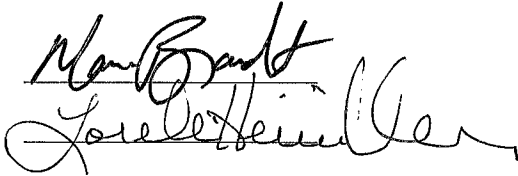
[Signatures Appear on the Following Pages]

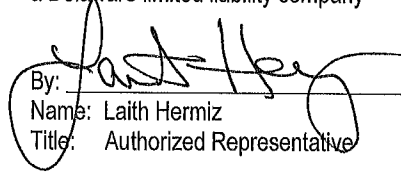
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed in their respective names the day and year first above-written.

Signed, Sealed and Delivered
in the Presence of:

"AGR":

Agree Apopka FL, LLC
a Delaware limited liability company

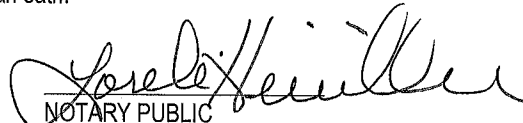


By: 
Name: Laith Hermiz
Title: Authorized Representative

STATE OF Michigan
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 29th day of Aug, 2016, by Laith Hermiz, the Authorized Representative of Agree Apopka FL, LLC, a Delaware limited liability company, who is personally known to me or has produced _____ (type of identification) as identification and who did not take an oath.

(SEAL)


NOTARY PUBLIC
Print Name:
My Commission Expires:
My Commission No.:

LORELEI HEINMILLER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan, 17, 2018
Acting in the County of Oakland

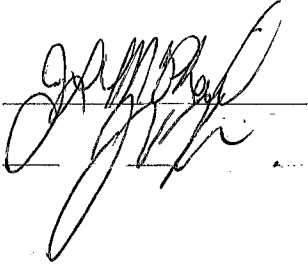
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed in their respective names the day and year first above-written.


Signed, Sealed and Delivered
in the Presence of:

"G&I"

G&I VIII Piedmont Plaza LLC,
a Delaware limited liability company

By: G&I VIII Investment Piedmont Plaza LLC,
a Delaware limited liability company, its Manager



By: 
Name: David Gray
Title: Vice President

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 26 day of August, 2016, by David Gray as Vice President of G&I VIII Investment Piedmont Plaza LLC, a Delaware limited liability company, the Manager of G&I VIII Piedmont Plaza LLC, a Delaware limited liability company, who is personally known to me or has produced _____ (type of identification) as identification and who did not take an oath.

(SEAL)

NAZARAH WILLIAMS
Notary Public, State of New York
No. 01W6317817
Qualified in Kings County
Commission Expires January 12, 2019


NOTARY PUBLIC
Print Name: Nazarah Williams
My Commission Expires:
My Commission No.:

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed in their respective names the day and year first above-written.

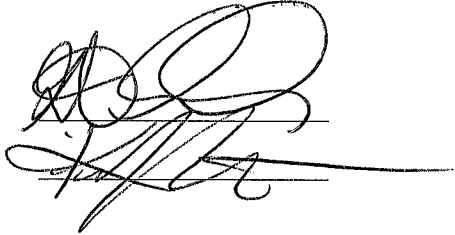
Signed, Sealed and Delivered
in the Presence of:


"Apopka"

Apopka Retail DST,
a Delaware statutory trust

By: National Retail Portfolio II Exchange, L.L.C.,
a Delaware limited liability company, its signatory trustee

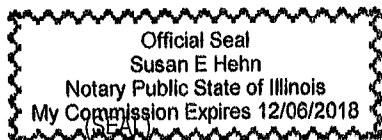
By: Inland Private Capital Corporation,
a Delaware corporation, its sole member



By: 
Name: Daniel W. Zathka
Title: S.V.P.

STATE OF Illinois
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 18th day of August, 2016, by Daniel W. Zathka as S.V.P. of Inland Private Capital Corporation, a Delaware corporation, the sole member of National Retail Portfolio II Exchange, L.L.C., a Delaware limited liability company, the signatory trustee of Apopka Retail DST, a Delaware statutory trust, who is personally known to me or has produced his drivers license (type of identification) as identification and who did not take an oath.



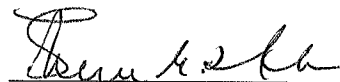

NOTARY PUBLIC
Print Name: SUSAN E. HEHN
My Commission Expires: 12-6-18
My Commission No.: N/A

Exhibit "A"

Legal Description of Shopping Center

PARCEL I:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 00°04'05" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 12 A DISTANCE OF 131.04 FEET; THENCE RUN NORTH 89°18'52" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROAD #436, 726.02 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°41'08" WEST 97.14 FEET; THENCE RUN 46.32 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60 FEET AND A CENTRAL ANGLE OF 44°14'07"; THENCE RUN SOUTH 44°55'15" WEST 62.55 FEET; THENCE RUN 48.31 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 60 FEET AND A CENTRAL ANGLE OF 46°29'20"; THENCE RUN NORTH 89°55'15" EAST 277.66 FEET; THENCE RUN SOUTH 00°04'45" EAST 304.00 FEET; THENCE RUN SOUTH 89°55'15" WEST 805.64 FEET; THENCE RUN NORTH 00°19'21" WEST 10.36 FEET TO THE SOUTHEAST CORNER OF THE NORTH 660 FEET OF THE EAST 198 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE RUN NORTH 89°17'39" WEST 19.87 FEET ALONG THE SOUTH LINE OF SAID NORTH 660 FEET OF THE EAST 198 FEET; THENCE RUN NORTH 19°07'16" WEST 133.66 FEET; THENCE RUN NORTHEASTERLY 169.35 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 349.00 AND A CENTRAL ANGLE OF 27°48'11"; THENCE RUN NORTH 89°55'15" EAST 576.48 FEET; THENCE RUN NORTH 00°41'08" EAST 38.97 FEET; THENCE RUN NORTH 44°55'15" EAST 78.34 FEET; THENCE RUN 46.32 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60 FEET AND A CENTRAL ANGLE OF 44°14'07"; THENCE RUN NORTH 00°41'08" EAST 91.11 FEET; THENCE RUN SOUTH 89°18'52" EAST 36.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #436 TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE FOLLOWING LAND LOCATED IN ORANGE COUNTY, FLORIDA:

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 12 TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN NORTH 00°19'21" WEST 682.94 FEET ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 12 TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°17'39" WEST 8.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°17'39" WEST 11.65 FEET; THENCE RUN NORTH 19°07'16" WEST 40.65 FEET; THENCE RUN SOUTHEASTERLY 45.97 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 316.57 FEET, A CENTRAL ANGLE OF 08°19'11" AND A CHORD OF 45.93 FEET THAT BEARS SOUTH 32°55'36" EAST TO THE POINT OF BEGINNING.

PARCEL II:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 00° 04' 45" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 131.04 FEET; THENCE RUN NORTH 89° 18' 52" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 436, 495.0 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00° 04' 45" EAST 1204.62 FEET ALONG THE WEST LINE OF THE EAST 495.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 12; THENCE RUN NORTH 89° 46' 08" WEST, 759.80 FEET ALONG THE SOUTH LINE OF SAID SECTION 12; THENCE RUN NORTH 00° 19' 21" WEST 75.00 FEET; THENCE RUN NORTH 89° 46' 08" WEST, 17.00 FEET; THENCE RUN NORTH 00° 19' 21" WEST, 238.84 FEET; THENCE RUN TO THE LEFT 270.35 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 824.00 FEET AND A CENTRAL ANGLE OF 18° 47' 54"; THENCE RUN NORTH 19° 07' 16" WEST, 49.80 FEET; THENCE RUN NORTH 00° 19' 21" WEST 47.65 FEET; THENCE RUN NORTH 89° 55' 15" EAST, 805.64 FEET; THENCE RUN NORTH 0° 04' 45" WEST, 304.00 FEET; THENCE RUN SOUTH 89° 55' 15" WEST 277.66 FEET; THENCE RUN NORTHEASTERLY 48.31 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 46° 25' 20"; THENCE RUN NORTH 44° 55' 15" EAST, 62.56 FEET; THENCE RUN NORTHERLY 46.32 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 44° 14' 07"; THENCE RUN NORTH 0° 41' 08" EAST 97.14 FEET; THENCE RUN SOUTH 89° 18' 52" EAST, 231.02 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 436 TO THE POINT OF BEGINNING.

AND

FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 0° 04' 45" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 131.04 FEET; THENCE RUN NORTH 89° 18' 52" WEST, 762.02 FEET ALONG THE SOUTH LINE OF STATE ROAD NO. 436 TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00° 41' 08" WEST, 91.11 FEET; THENCE RUN SOUTHWESTERLY 46.32 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 44° 14' 07"; THENCE RUN SOUTH 44° 55' 15" WEST, 78.34 FEET; THENCE RUN SOUTH 00° 41' 08" WEST, 38.57 FEET; THENCE RUN SOUTH 89° 55' 15" WEST, 576.48 FEET; THENCE RUN NORTHEASTERLY 171.75 FEET ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 349.00 FEET, A CENTRAL ANGLE OF 28° 11' 49" AND A CHORD OF 170.02 FEET THAT BEARS NORTH 22° 46' 50" EAST; THENCE RUN 89.50 FEET NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 346.57 FEET AND A CENTRAL ANGLE OF 14° 47' 48"; THENCE RUN SOUTH 89° 18' 52" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 176.33 FEET; THENCE SOUTH 00° 41' 08" SEC WEST, A DISTANCE OF 55.47 FEET; THENCE SOUTH 89° 18' 52" EAST, A DISTANCE OF 6.10 FEET; THENCE SOUTH 18° 26' 58" EAST, A DISTANCE OF 107.56 FEET; THENCE SOUTH 12° 29' 48" EAST, A DISTANCE OF 38.49 FEET; THENCE NORTH 89° 42' 49" EAST, A DISTANCE OF 108.27 FEET; THENCE NORTH 00° 17' 11" WEST, A DISTANCE OF 16.23 FEET; THENCE NORTH 89° 42' 49" EAST, A DISTANCE OF 34.86 FEET; THENCE NORTH 00° 41' 08" EAST, A DISTANCE OF 175.91 FEET; THENCE SOUTH 89° 18' 52" EAST, A DISTANCE OF 171.85 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION OF THE ABOVE-DESCRIBED PROPERTIES LYING WITHIN PIEDMONT-WEKIVA ROAD AS IT NOW EXISTS;

AND LESS LAND CONVEYED TO ORANGE COUNTY BY SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3968, PAGE 1781, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THE NON-EXCLUSIVE EASEMENTS AS DEFINED IN THE DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS, RECORDED FEBRUARY 12, 1985 IN OFFICIAL RECORDS BOOK 3606, PAGE 2156; AND THE AMENDMENT THERETO RECORDED IN OFFICIAL RECORDS BOOK 6330, PAGE 3654; TOGETHER WITH THE ASSIGNMENT THEREOF RECORDED IN OFFICIAL RECORDS BOOK 7172, PAGE 1114, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL III:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST. ORANGE COUNTY, FLORIDA; RUN THENCE SOUTH 00°04'45" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 131.04 FEET; THENCE NORTH 89°18'52" WEST ALONG THE SOUTH RIGHT-OF- WAY LINE OF STATE ROAD NO. 436 A DISTANCE OF 933.87 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00°41'08" WEST A DISTANCE OF 175.91 FEET; THENCE SOUTH 89°42'49" WEST A DISTANCE OF 34.86 FEET; THENCE SOUTH 00°17'11" EAST A DISTANCE OF 16.23 FEET; THENCE SOUTH 89°42'49" WEST A DISTANCE OF 108.27 FEET; THENCE NORTH 12°29'41" WEST A DISTANCE OF 38.49 FEET; THENCE NORTH 18°26'58" WEST A DISTANCE OF 107.56 FEET; THENCE NORTH 89°18'52" WEST A DISTANCE OF 6.10 FEET; THENCE NORTH 00°41'08" EAST A DISTANCE OF 55.47 FEET TO A POINT ON SAID SOUTH RIGHT-OF- WAY LINE; THENCE SOUTH 89°18'52" EAST A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING.

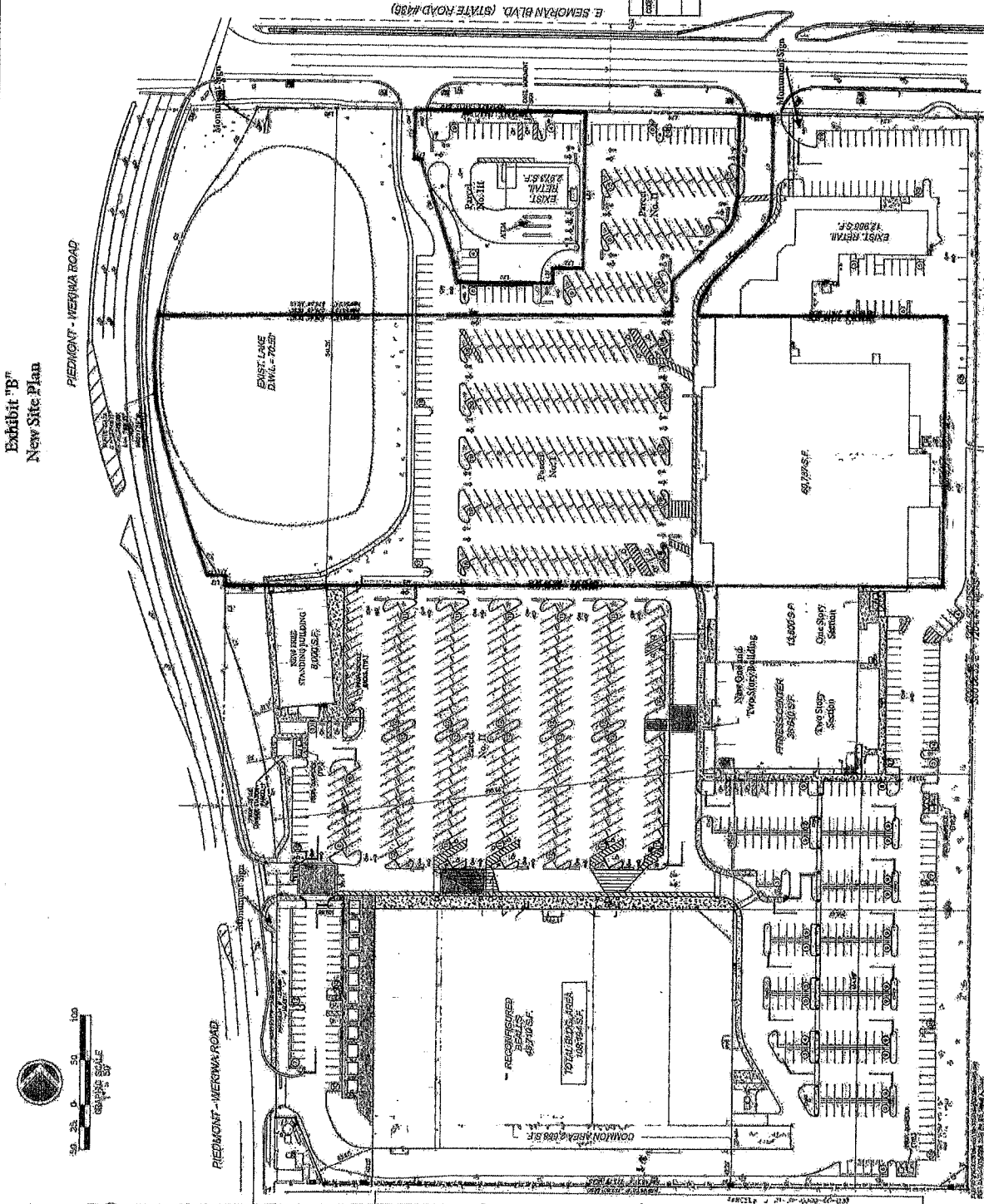
DATE Jun. 29/16	SCALE 1"=50'	DESIGNED BY M.E.	DRAWN BY M.A.S.	JOB NUMBER 16-3755	SHEET NO. SP-1	SHEET Jun 15 2016
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[illegible]

PERVIOUS CALCULATIONS			
	SE	AC	W
PERVIOUS	152.20	3.64	157.76
PERVIOUS	946.345	10.43	956.785

[illegible][illegible]

NOTE:-
WINNERS ARE PROCESSED ACCORDING TO



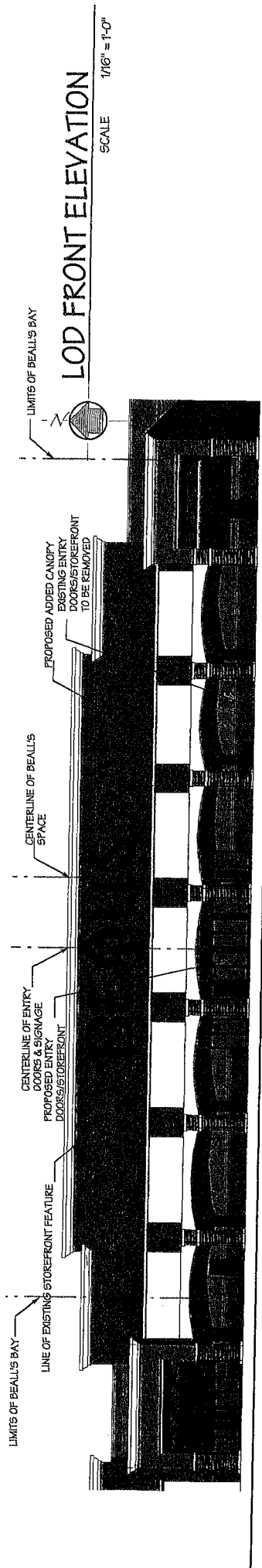
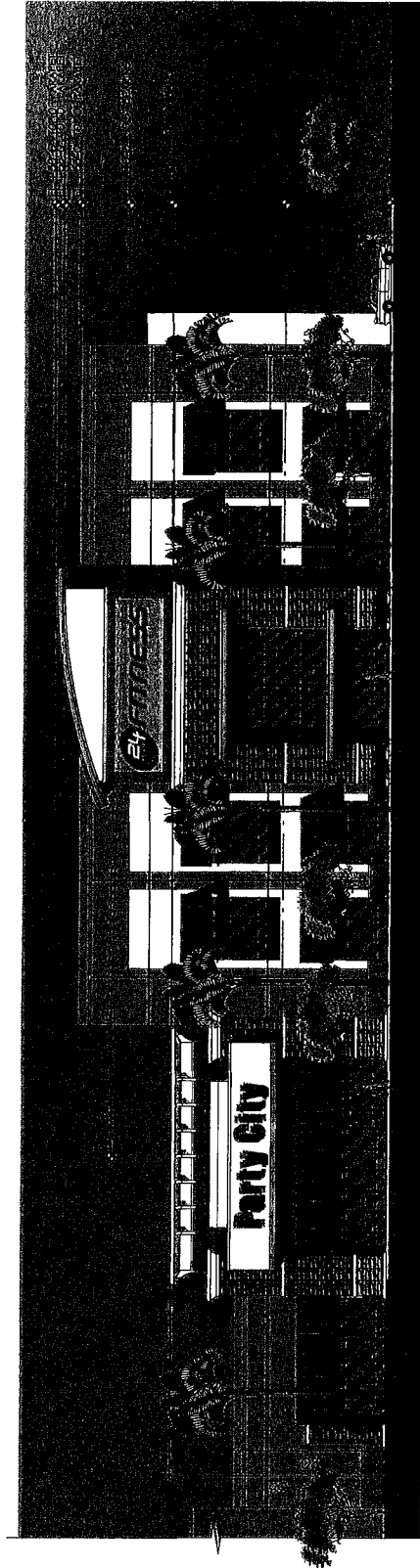


Exhibit "D"
 Rendering of Exterior Elevations of New One and Two Story Building



WEST ELEVATION

SCALE 1/16" = 1'-0"

PROPOSED BUILDINGS 'D' & 'E'

OWNER IDENTIFICATION	
2240 NW 19th St. Suite 801 Boca Raton, Florida 33431 561-989-2240	
 WOOLBRIGHT DEVELOPMENT INC.	

20160459490 Page 17 of 28 APOKA, FLORIDA SITE MODIFICATION PIEDMONT PLAZA	
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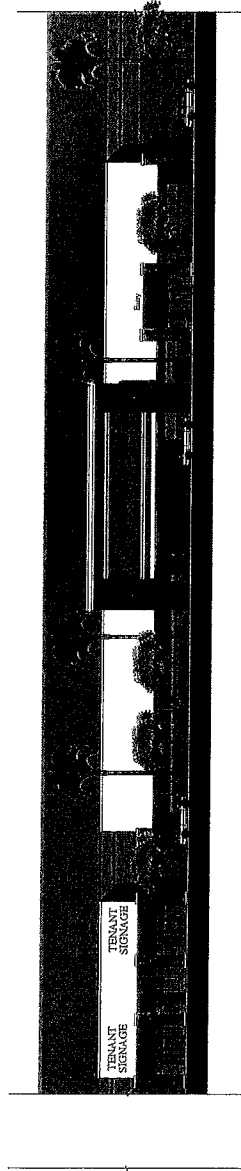
PROJECT	
JOB NUMBER	15054
SCALE	AS NOTED
PROJECT DATE	
ISSUE DATE	5.13.16
BID DATE	

SHEET	
DRAWN BY	MW
CHECKED BY	ARCHITECTURE
DISCIPLINE	
PLANT TYPE	
SHEET NUMBER	AC 3.01 E

© 2016 MARC WEINER, AIA

Exhibit "F"

Rendering of Rendering of Façade of Building Containing Hobby Store Premises



Ⓐ PARTIAL NORTH ELEVATION
PROPOSED FAÇADE MODIFICATIONS
SCALE 1/8"=1'-0"

FAÇADE MODIFICATION

PROJECT BUILDING 'C' SITE MODIFICATION APOLKA, FLORIDA 2240 NW 19th St. Suite 601 Fort Lauderdale, FL 33311 WOLBRIGHT		20160459490 Page 19 of 28 ARCHITECTURE/PLANNING MARCO WINTER, AIA 401 SOUTH FEDERAL AVE. SUITE 200 FORT LAUDERDALE, FLORIDA 33301 (954) 473-1111 FAX (954) 473-0910		SHEET NUMBER AC3.01 C	
DATE 10/04/12		REVISION BLOCK 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100		SHEET NUMBER AC3.01 C	

Exhibit "G-1"

PIEDMONT PLAZA

HOBBY LOBBY

184"x34"

TENANT

90.5"x34"

BESULS

TENANT

90.5"x18.5"

TENANT

TENANT

TENANT

43.5"x18.5"

TENANT

THIS MONUMENT SIGN WILL BE ON PIEDMONT WICKVA ROAD

Exhibit "G-2"

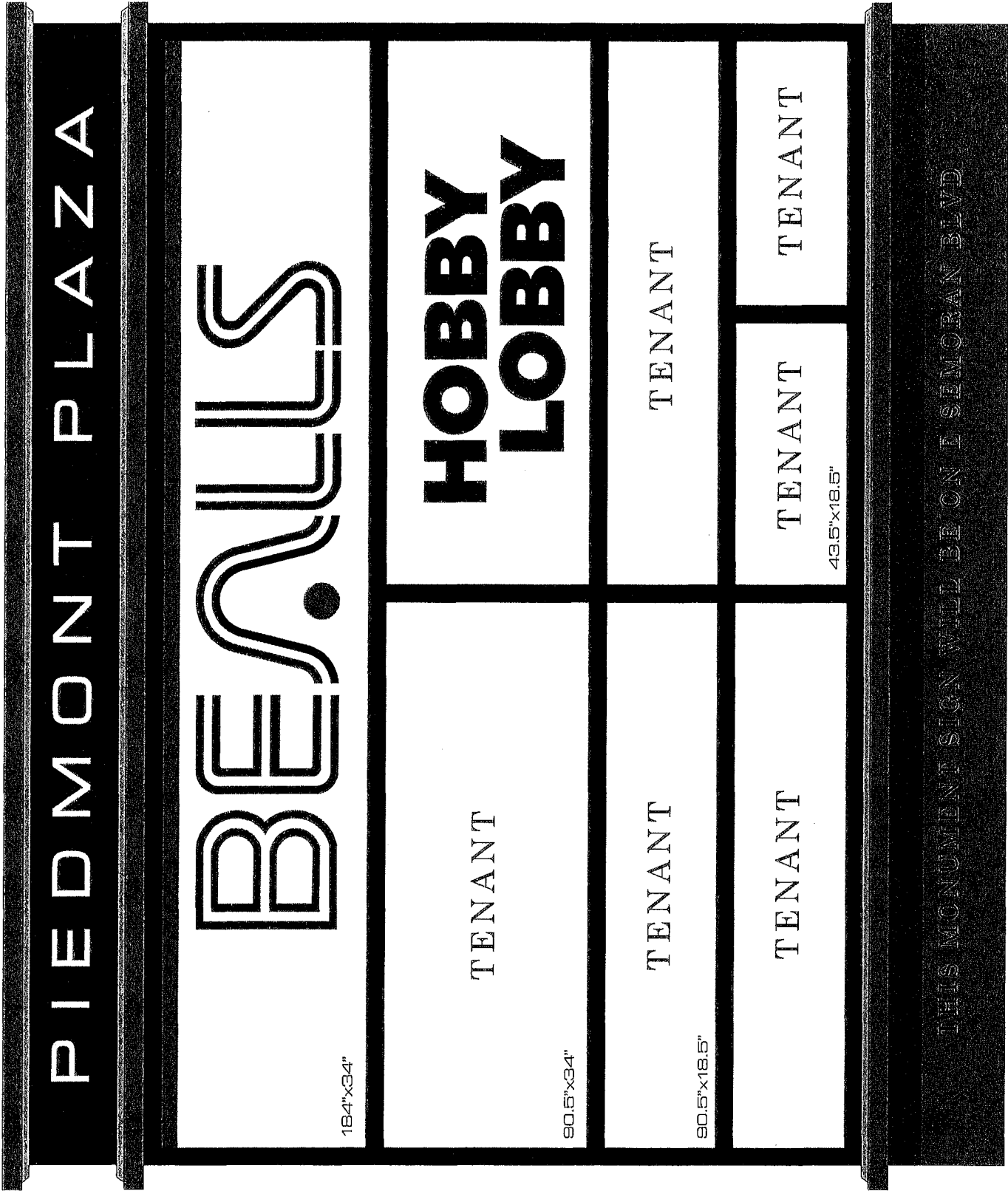


Exhibit "G-3"

PIEDMONT PLAZA

**HOBBY
LOBBY**

BEEHILLS

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

THIS MONUMENT SIGN WILL BE AT THE INTERSECTION
OF PIEDMONT/WEKIVA ROAD & E. SEMORAN ROAD

JOINDER AND CONSENT OF PRIME LESSEE

Hobby Lobby Stores, Inc., a _____ corporation, lessee of certain premises located within the real property referred to as "Parcel I" in the foregoing Second Amendment to Declaration of Restrictions and Grant of Easements, does hereby join in and consent to the terms and provisions of said Second Amendment and does hereby further approve and ratify the "Declaration" (as said term is defined in said Second Amendment). The undersigned by executing this Joinder and Consent acknowledges and agrees that the exercise by any party of its rights under the Declaration, as modified herein, shall not result in a default under the terms of its Lease dated October 30, 2013 for premises within Parcel I.

IN WITNESS WHEREOF, Hobby Lobby Stores, Inc. has caused these presents to be executed in its name and its corporate seal to be hereunto affixed this 25 day of August, 2016.

Signed, sealed, and delivered
in the presence of:

Hobby Lobby Stores, Inc., a OK corporation

W. J. Tins
Print Name:
Susan Walker
Print Name:

By: Randy Children
Name: Randy Children
Title: VP Real Estate

STATE OF Oklahoma
COUNTY OF Oklahoma

) SS:

The foregoing instrument was acknowledged before me this 25 day of August, 2016, by Randy Children as Vice President of Hobby Lobby Stores, Inc. a Oklahoma corporation, who is personally known to me or has produced _____ (type of identification) as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of August, 2016.

(SEAL)



Trina Baugh
NOTARY PUBLIC
Print Name:
My Commission Expires:
My Commission No.:

JOINDER AND CONSENT OF PRIME LESSEE

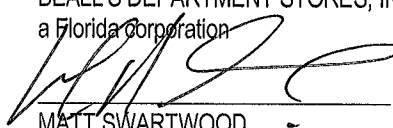
Beall's Department Stores, Inc., a Florida corporation, lessee of certain premises located within the real property referred to as "Parcel II" in the foregoing Second Amendment to Declaration of Restrictions and Grant of Easements, does hereby join in and consent to the terms and provisions of said Second Amendment and does hereby further approve and ratify the "Declaration" (as said term is defined in said Second Amendment).

As between the owner of Parcel II (which is Prime Lessee's Landlord) and Prime Lessee and nothing herein shall be deemed to amend or otherwise modify Prime Lessee's Lease in any way whatsoever or to increase the amounts payable by Prime Lessee thereunder or to increase any of the obligations of Prime Lessee thereunder.

IN WITNESS WHEREOF, Beall's Department Stores, Inc. has caused these presents to be executed in its name and its corporate seal to be hereunto affixed this 30th day of August, 2016.


Signature
Laura Grumpf
Printed Name

Signature
Stan Sarnowski
Printed Name

BEALL'S DEPARTMENT STORES, INC.,
a Florida corporation
By: 
MATT SWARTWOOD,
VP - Store Operations and Real Estate

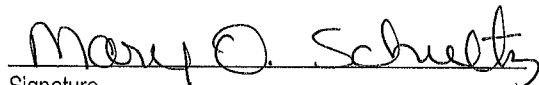
1806 38th Avenue E., Bradenton, FL 34208
Address

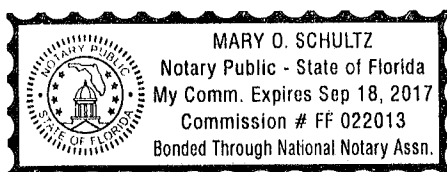
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 30th day of August, 2016, by MATT SWARTWOOD, as VP - Store Operations and Real Estate of BEALL'S DEPARTMENT STORES, INC.,

☒ who is personally known to me,
☐ who produced _____ as identification,
and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation.

My Commission Expires: 9/18/2017


Signature
Mary O. Schultz
Print Name
NOTARY PUBLIC - STATE OF FLORIDA
Commission No. FF 022013




CONSENT OF MORTGAGEE

The undersigned, Wells Fargo Bank, National Association, as trustee for the registered holders of JP Morgan Chase Commercial Mortgage Securities Trust 2011-C4, Commercial Mortgage Pass-Through Certificates, Series 2011-C4, is the current beneficiary under that certain Mortgage, Assignment of Leases and Rents and Security Agreement (the "Mortgage") dated April 13, 2011, in the original principal amount of \$12,000,000.00, which said Mortgage encumbers and/or affects the real property referred to as "Parcel III" in the foregoing Second Amendment to Declaration of Restrictions and Grant of Easements (the "Easement") and hereby consents to the provisions of said Easement.

MORTGAGEE

Wells Fargo Bank, National Association, as trustee for the registered holders of JP Morgan Chase Commercial Mortgage Securities Trust 2011-C4, Commercial Mortgage Pass-Through Certificates, Series 2011-C4

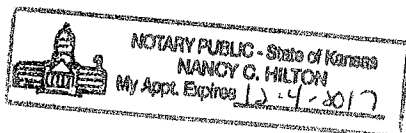
By: Midland Loan Services, a Division of PNC Bank, National Association, its attorney-in-fact and Master Servicer

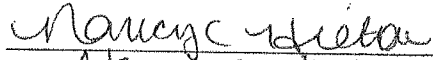
By: 
 Name: Gregory L. McFarland
 Title: Senior Vice President Servicing Officer
Servicing Officer

STATE OF KANSAS)
) ss.
 COUNTY OF JOHNSON)

On this ^{18th} day of August, 2016, before me, a Notary Public in and for the State of Kansas, personally appeared Gregory L. McFarland, personally known to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the Senior Vice President and Servicing Officer of Midland Loan Services, a Division of PNC Bank, National Association, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




Nancy C. Hilton
 (Print Name)
 NOTARY PUBLIC in and for the State of Kansas.