

APOPKA CITY COUNCIL AGENDA

June 20, 2018 7:00 PM

APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER INVOCATION PLEDGE

APPROVAL OF MINUTES:

1. City Council regular meeting June 6, 2018.

AGENDA REVIEW

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Public Comment Period:

The Public Comment Period is for City-related issues that may or may not be on today's Agenda. If you are here for a matter that requires a public hearing, please wait for that item to come up on the agenda. If you wish to address the Council, you must fill out an Intent to Speak form and provide it to the City Clerk prior to the start of the meeting. If you wish to speak during the Public Comment Period, please fill out a green-colored Intent-to-Speak form. If you wish to speak on a matter that requires a public hearing, please fill out a white-colored Intent-to-Speak form. Speaker forms may be completed up to 48 hours in advance of the Council meeting. Each speaker will have four minutes to give remarks, regardless of the number of items addressed. Please refer to Resolution No. 2016-16 for further information regarding our Public Participation Policy & Procedures for addressing the City Council.

Presentations:

1. Presentation on Form Base Code.
2. Apopka City Center – Hilton Garden Inn Presentation

James Hitt
James Hitt

CONSENT (Action Item)

1. Authorize the disposal of surplus equipment/property.
2. Approve renewal of Lease Agreement, Aunt Gingibread's Bakery, LLC.
3. Approve a School Capacity Enhancement Agreement with San Sebastian Reserve.
4. Approve the purchase of two (2) utility carts from Cruise Car, Inc.
5. Award a contract for the construction of a Reclaim Water System Extension on Golden Gem Road.
6. Award a contract for the construction & deepening of Mount Plymouth Lakes Water Production Wells No. 1 & No. 4.
7. Approve an agreement for the receipt and processing of curbside recyclables collected by the City's Sanitation Division.

BUSINESS (Action Item)

1. Reject RFP#2018-01 Event Production & Management Services for Special Events at the Apopka Amphitheater. Edward Bass
2. Reject ITB 2018-05 Construction of Kit Land Nelson Park Fitness Trails. Edward Bass
3. Final Development Plan – Wekiva Riverwalk Shopping Center Project: Woolbright Wekiva – Location: 2121 East Semoran Boulevard Bobby Howell

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2656– Second Reading - Change of Zoning/Master Plan/Development Agreement Project: AHIFO-18, LLC – Location: West of Plymouth-Sorrento Road; east of SR 429 approximately ½ mile north of the intersection of Kelly Park Road and Plymouth-Sorrento Road. David Moon
2. Preliminary Development Plan – Bridle Path Subdivision Project: AHIFO-18, LLC – Location: West of Plymouth-Sorrento Road and east of SR 429, approximately one-half mile north of the intersection of Kelly Park Road and Plymouth-Sorrento Road Bobby Howell
3. Ordinance No. 2654 – First Reading - Change of Zoning Project: JTD Land at Rogers Road, LLC – Location: 1455 W. Lester Road. Phil Martinez

- 4. Ordinance No. 2659 – First Reading - Comp Plan – Large Scale – Reserve at Kelly Park
Project: Min Sun Cho, Hong Sik and Deok Hwa Kim – Location: 4068, 4046, & 4022 Plymouth Sorrento Road Phil Martinez
- 5. Ordinance No. 2661 – First Reading - Comp Plan – Small Scale
Project: 3255 Clarcona Road LLC (aka Randall Mechanical) – Location: 3307 Clarcona Road Phil Martinez
- 6. Ordinance No. 2662 – First Reading - Change of Zoning
Project: 3255 Clarcona Road LLC (aka Randall Mechanical) – Location: 3307 Clarcona Road Phil Martinez
- 7. Ordinance No. 2663 – First Reading – Change of Zoning
Project: SunTrust Bank – Location: 936 East Semoran Boulevard Phil Martinez
- 8. Ordinance No. 2664 – First Reading – Annexation – Cycle 3 - Stormwater Pond
Project: City of Apopka – Location: 1680 South Lake Pleasant Road Pam Richmond
- 9. Ordinance No. 2665 – First Reading – Annexation – Cycle 3 – Road Right-of-Ways
Project: Orange County – Locations: Carnation Court; East Laurel Street; East Myrtle Street;
West Myrtle Street; North Washington Avenue; North Central Avenue; and North Lake Avenue
(North and South of West Myrtle Avenue) Pam Richmond
- 10. Resolution No. 2018-09 - Execute a contract for a Capital Improvement Revenue Note. Edward Bass

CITY COUNCIL REPORTS

MAYOR’S REPORT

- 1. Florida Fish & Wildlife Conservation Commission Bear Cart Grant.
- 2. Interlocal Agreement with Orange County Fire Department.

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

| DATE | TIME | EVENT |
|---------------|-------------------|--|
| June 25, 2018 | 10:00am – | Lake Apopka Natural Gas District Board Meeting: Winter Garden |
| July 4, 2018 | - | Independence Day – City Offices Closed |
| July 4, 2018 | 6:00pm – 9:00pm | July 4 th Event – Entertainment, Food & Fireworks – NW Recreation Complex |
| July 5, 2018 | 5:30pm – | Food Truck Round Up |
| July 5, 2018 | 1:30pm – | City Council Meeting is cancelled however a Budget Workshop will take its place. |
| July 9, 2018 | 6:30pm – | CONA Meeting – UCF Apopka Business Incubator |
| July 10, 2018 | 5:30pm – 7:30pm | Planning Commission Meeting |
| July 11, 2018 | 6:00pm – | Tentative Budget Workshop |
| July 18, 2018 | 7:00pm – | City Council Meeting |
| July 21, 2018 | 11:00am – 12:00pm | Cookies & Milk with a Cop – NW Orange/Apopka Library |
| July 23, 2018 | 10:00am – | Lake Apopka Natural Gas District Board Meeting: Winter Garden |

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (407) 703-1704. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

CITY OF APOPKA

Minutes of the regular City Council meeting held on June 06, 2018, at 1:30 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Bryan Nelson
Commissioner Doug Bankson
Commissioner Kyle Becker
Commissioner Alice Nolan
Commissioner Alexander Smith
City Attorney Cliff Shepard
City Administrator Edward Bass

PRESS PRESENT: Teresa Sargeant - The Apopka Chief
Reggie Connell, The Apopka Voice

INVOCATION: - Mayor Nelson introduced Father Stephen, St. Francis of Assisi Catholic Church of Apopka, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Nelson called on Cellina Danvers, Intern Mayor's Office, who led the Pledge of Allegiance. *"You are about to embark on the greatest crusade today toward which we have striven these many months. The eyes of the world are upon you"*. General Dwight Eisenhower. She said this statement was given to the troops the night before one of the largest amphibious military results in history. On this day, June 6, 1944, the D-day invasion of Europe, also known as Operation Overlord took place on the beaches of Normandy, France. 400,000 Allied American, British and Canadian troops successfully deceived German forces liberating the city of Paris and removing the Germans from northwestern France. This was a turning point that eventually lead to the surrender of Nazi, Germany. What a great day in American History.

APPROVAL OF MINUTES:

1. City Council special meeting April 11, 2018.
2. City Council regular meeting May 16, 2018.

MOTION by Commissioner Nolan and seconded by Commissioner Becker to approve the minutes of April 11, 2018, and May 18, 2018. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan and Smith voting aye.

AGENDA REVIEW – City Administrator Bass advised staff requests pulling Item 6 from the Consent Agenda.

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Public Comment:

Gene Knight said he had not seen any follow-up from a request made last year regarding the intersection of Monroe and Christiana, stating this was a very busy area that people use as a

bypass through Apopka. He had previously inquired about a 3-way stop in this area and inquired as to the status.

Jay Davoll, Public Services Director, said they can check into this. In response to Commissioner Bankson inquiring if this was subject to any type of a traffic standard, he advised that typically when installing stop signs at intersections there would be engineering backing to verify it meets the 3-way standard.

Larry Meredith, said he lives on Evelyn Drive and said he felt it would be advisable to do an annexation of his neighborhood stating there had previously been positive response to this. He said if a notification is sent out, he recommended a notice be included that they will not be hooked up to Apopka water which is one of the first complaints and that they can remain on well and septic. He said the second item was not his idea, but he feels it to be incredibly important, stating the VFW lost their Commander, Artie Vecchio. He stated it has been suggested to rename the Apopka Community Center after Commander Vecchio.

Employee Recognition:

- Ten Year Service Award – Kenneth Krouse – Public Services/Water Plants. The Commissioners joined Mayor Nelson in congratulating Kenneth for his years of service.
- Thirty Year Service Award – Kevin Kwader – Fire Department/EMS. The Commissioners joined Mayor Nelson in congratulating Kevin for his years of service.

Presentations:

1. Sunshine Law Review by City Attorney Shepard.

City Attorney Shepard provided a brief overview of Sunshine Law advised the elected officials are required every year to have four hours of ethical training for municipal officials. He advised Sunshine Law is covered by F.S. § 286.011, but it is also engrained into the Constitution which elected officials take an oath to follow. All meetings of any collegial public body of the executive branch of state government and any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken, or at which public business of such body is to be transacted or discussed shall be open and noticed to the public, and minutes are required. He pointed out that emails, phone calls, voice mail, notes passed back and forth on the dais, or any communication between more than one of the council, commission, board, or committee, is considered public business. He cautioned of not giving the appearance of a violation of Sunshine Law and how this could easily occur during social events. He advised there are certain exceptions such as pending litigation, labor negotiations, and security system meetings.

Mayor Nelson mentioned HOA meetings where more than one Council member was invited. He pointed out that the HOA notice does not qualify as notice for the City.

Mr. Shepard responded in the affirmative, stating the City would need to notice and take minutes. He further stated that the meeting would not be allowed to be held in a gated community, as that would not be accessible to the public.

2. Presentation on the final report from Woodard & Curan on the Management Assessment of the Apopka Water Metering & Billing Systems.
Kevin Burgess, Assistant Public Service Director, gave an overview on the final report of the Apopka Water Metering and Billing System. He spoke of audits being conducted and advised that in 2016 there was 26% of unaccounted water usage, where in 2007 there was only 2-4%. He spoke of the AMI technology for meter reading and reviewed the existing advanced metering infrastructure. He spoke of the life of the meter being approximately 10 years and they are looking at a program for changing the meters. A copy of his presentation is included in the agenda packet and on file in the City Clerk's office.

CONSENT

1. Authorize the sale of Alcohol at the 4th of July City Event.
2. Approve the appointment of a new Planning Commission member.
3. Approve the appointment of a new Fire Department Pension member.
4. Authorize a private street agreement for traffic control with the Townhomes at Wekiva Park.
5. Authorize the disposal of Jet A fuel as surplus property.
6. Award a contract for the construction of a Reclaim Water System Extension on Golden Gem Road. *Item withdrawn.*
7. Approve the extension of the Piggybacking Agreement for Disaster Recovery and Debris Removal Services with CrowderGulf.
8. Accept and update signatories with Florida Community Bank.

MOTION by Commissioner Bankson and seconded by Commissioner Smith to approve seven items on the Consent Agenda. Motion carried unanimously with Mayor Nelson and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

BUSINESS

1. Designate an official voting delegate for the Florida League of Cities.
Commissioner Nolan indicated an interest in serving in this capacity.

MOTION by Commissioner Becker, and seconded by Commissioner Bankson to designate Commissioner Nolan as the voting delegate for the Florida League of Cities. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

2. Approve the issuance of a blanket purchase order for the purchase of utility commodities.
Mr. Burgess explained this was a blanket purchase order for the purpose of purchasing utility commodities for the remainder of FY 2017/18.

MOTION by Commissioner Nolan, and seconded by Commissioner Smith to approve a blanket purchase order in the amount of \$300,000 for the purchase of utility commodities. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

3. Approve a budget amendment for the Public Services Water Maintenance Division.

Mr. Burgess advised this was a budget amendment in the amount of \$455,210 for the replacement of water meters to correct the excessive unaccounted for/non-revenue water loss percentage.

MOTION by Commissioner Bankson, and seconded by Commissioner Smith to approve the budget amendment as requested. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

4. Award a contract for a Capital Improvement Revenue Note
Edward Bass, City Administrator, said this was the Capital Improvement Revenue Note for the equipment approved in the FY 2017/18 budget. This equipment includes a fire truck, ambulance, 18 police vehicles, golf cart for Recreation, and the replacement of the Tower Truck which was not in the budget, but the next item authorizes the replacement.

MOTION by Commissioner Nolan, and seconded by Commissioner Becker to award a contract for a Capital Improvement Revenue Note with Zions Bank in an aggregate principal amount not to exceed \$2,817,000. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

5. Authorize the replacement of the Fire Department Tower Truck.
Chief Carnesale gave the history behind the Fire Department Tower Truck being in disrepair and how there was a catastrophic failure when testing repairs that were done. Given the age of the truck and the damage, the insurance company deemed it a complete loss. He advised this is an ISO requirement.

MOTION by Commissioner Smith, and seconded by Commissioner to authorize the replacement of the Fire Department Tower Truck. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

6. Authorize the construction of a life support ambulance for the Fire Department.
Chief Carnesale reported that while responding to a 911 call on January 14, 2018, ambulance 4 was involved in a motor vehicle accident. The vehicle was considered a total loss by the City's insurance adjuster, valuing the loss at \$129,000. The cost to purchase a new Life Support Ambulance is \$175,695 resulting in a balance of \$46,695 to be paid from the General Fund Reserves.

MOTION by Commissioner Bankson, and seconded by Commissioner Nolan to authorize the construction of a life support ambulance, as presented. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

7. Final Development Plan – Carter Electric - Project: Carter Land Development, LLC
Location: Southwest corner of Marshall Lake Road and Bradshaw Road.

Jean Sanchez, Planner, provided an overview of the Final Development Plan for the Carter Electric Project. She reviewed the location on a map and reviewed the surrounding land-use. The DRC and Planning Commission both recommend approval.

Mayor Nelson opened the meeting to public comment. No one wishing to speak, he closed the public comment.

MOTION by Commissioner Nolan, and seconded by Commissioner Bankson to approve the Final Development Plan for Carter Electric. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

8. Final Development Plan – Church's - Project: CHC-845 S Orange Blossom Trail Apopka FL LLC – Location: 845 South Orange Blossom Trail

Ms. Sanchez reviewed the location of the Church's Chicken project on an aerial map. She advised part of the parking will utilize the Land Shopping Center. DRC and the Planning Commission recommend approval.

Mayor Nelson opened the meeting to public comment. No one wishing to speak, he closed the public comment.

MOTION by Commissioner Bankson, and seconded by Commissioner Nolan, to approve the Final Development Plan for Church's Chicken. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

9. PUD Master Plan - Final Development Plan – RaceTrac - Project: Zellwood Properties, LLC – Location: Northwest corner of Hermit Smith Road and US 441

Bobby Howell, Senior Planner, said this was the Final Development Plan for the RaceTrac gas station located at the northeast intersection of Hermit Smith Road and US 441. The property is approximately 2.5 acres in size. He reviewed the surrounding zoning and the area on an aerial map. DRC and Planning Commission recommend approval.

Mayor Nelson opened the meeting to public comment. No one wishing to speak, he closed the public comment.

MOTION by Commissioner Nolan, and seconded by Commissioner Smith to approve the RaceTrac PUD Master Plan & Final Development Plan and Plat as presented. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2646 – Second Reading - Comp Plan Amendment – Small Scale - Project: Lynn R. Fontaine – Location: 4353 McDonald Gley Road. The City Clerk read the title as follows:

ORDINANCE 2646

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” RURAL TO “CITY” RESIDENTIAL LOW SUBURBAN FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF CHANDLER ESTATES DRIVE AND EAST OF WEST ORANGE BLOSSOM TRAIL, COMPRISING 5.2 ACRES, MORE OR LESS AND OWNED BY LYNN R. FONTAINE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Martinez advised there have been no changes since the first reading.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak he closed the public hearing.

MOTION by Commissioner Bankson, and seconded by Commissioner Smith, to adopt Ordinance No. 2646. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

2. Ordinance No. 2647 – Second Reading – Change of Zoning - Project: Lynn R. Fontaine – Location: 4353 McDonald Gley Road. The City Clerk read the title as follows:

ORDINANCE 2647

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 AGRICULTURE TO “CITY” RESIDENTIAL COUNTRY ESTATES FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF CHANDLER ESTATES DRIVE AND EAST OF WEST ORANGE BLOSSOM TRAIL, COMPRISING 5.2 ACRES MORE OR LESS, AND OWNED BY LYNN R. FONTAINE; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Martinez advised there have been no changes since the first reading.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak he closed the public hearing.

MOTION by Commissioner Becker, and seconded by Commissioner Nolan, to adopt Ordinance No. 2647. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

3. Ordinance No. 2648 – Second Reading - Comp Plan Amendment – Small Scale - Project: Janine and Richard Edmondson – Location: 3904 Plymouth Sorrento Road. The City Clerk read the title as follows:

ORDINANCE 2648

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” RURAL TO “CITY” RESIDENTIAL VERY LOW SUBURBAN FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF PLYMOUTH SORRENTO ROAD AND SOUTH OF WEST KELLY PARK ROAD, COMPRISING 1.0 ACRES, MORE OR LESS AND OWNED BY JANINE AND RICHARD EDMONDSON; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Martinez advised there have been no changes since the first reading. .

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak he closed the public hearing.

MOTION by Commissioner Nolan, and seconded by Commissioner Smith to adopt Ordinance No. 2648. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

4. Ordinance No. 2649 – Second Reading - Change of Zoning - Project: Project: Janine and Richard Edmondson – Location: 3904 Plymouth Sorrento Road. The City Clerk read the title as follows:

ORDINANCE 2649

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-2 AGRICULTURE TO “CITY” R-1AA FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF PLYMOUTH SORRENTO ROAD AND SOUTH OF WEST KELLY PARK ROAD, COMPRISING 1.0 ACRES MORE OR LESS, AND OWNED BY JANINE AND RICHARD EDMONDSON; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Martinez advised there have been no changes since the first reading.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak he closed the public hearing.

MOTION by Commissioner Bankson, and seconded by Commissioner Nolan, to adopt Ordinance No 2649. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

5. Ordinance No. 2650 – Second Reading – Comp Plan Amendment – Small Scale - Project: SunTrust Bank – Location: 920 East Semoran Boulevard. The City Clerk read the title as follows:

ORDINANCE 2650

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” COMMERCIAL TO “CITY” COMMERCIAL FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF SOUTH SHEELER ROAD AND SOUTH OF EAST SEMORAN BOULEVARD, COMPRISING 0.37 ACRES, MORE OR LESS AND OWNED BY SUNTRUST BANK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Martinez advised there have been no changes since the first reading.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak he closed the public hearing.

MOTION by Commissioner Nolan, and seconded by Commissioner Smith, to adopt Ordinance No. 2650. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

6. Ordinance No. 2651 – Second Reading – Change of Zoning - Project: SunTrust Bank – Location: 920 East Semoran Boulevard. The City Clerk read the title as follows:

ORDINANCE 2651

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” R-2 TO “CITY” C-1 FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF SOUTH SHEELER ROAD AND SOUTH OF EAST SEMORAN BOULEVARD, COMPRISING 0.37 ACRES, MORE OR LESS AND OWNED BY

SUNTRUST BANK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Martinez advised there have been no changes since the first reading. Mayor Nelson opened the meeting to a public hearing. No one wishing to speak he closed the public hearing.

MOTION by Commissioner Becker and seconded by Commissioner Smith, to adopt Ordinance No. 2651. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

7. Ordinance No. 2653 – Second Reading – Change of Zoning - Project: Laura R. Murphy – Location: 359 W. Lester Road. The City Clerk read the title as follows:

ORDINANCE 2653

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM AGRICULTURE TO R-1 SINGLE FAMILY RESIDENTIAL FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF WEST LESTER ROAD AND EAST OF VICK ROAD, COMPRISING 19.94 ACRES MORE OR LESS, AND OWNED BY LAURA R. MURPHY; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Martinez advised there have been no changes since the first reading.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak he closed the public hearing.

MOTION by Commissioner Nolan, and seconded by Commissioner Becker, to adopt Ordinance No. 2653. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

8. Ordinance No. 2656 – First Reading - Change of Zoning & Master Plan - Project: AHIFO-18, LLC (Bridle Path Subdivision) – Location: West of Plymouth-Sorrento Road; east of SR 429 approximately ½ mile north of the intersection of Kelly Park Road and Plymouth-Sorrento Road. The City Clerk read the title as follows:

ORDINANCE NO. 2656

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” PLANNED DEVELOPMENT (PD/ZIP) TO “CITY” KELLY PARK INTERCHANGE MIXED-USE (KPI-MU), AND ASSIGNING A KELLY PARK CROSSING NEIGHBORHOOD OVERLAY DISTRICT, FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF PLYMOUTH-SORRENTO ROAD AND EAST OF SR 429,

APPROXIMATELY ONE-HALF MILE NORTH OF THE INTERSECTION OF KELLY PARK ROAD AND PLYMOUTH-SORRENTO ROAD, COMPRISING 51 ACRES MORE OR LESS, AND OWNED BY AHIFO-18, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Bobby Howell, Senior Planner, provided a brief lead-in on this project stating the owner is requesting the rezoning of 51 acres of property from “County” Planned Development, to “City” Kelly Park Interchange Mixed-use with a neighborhood character zone to develop a single-family residential subdivision subject to the requirements of the Kelly Park Interchange Form Based Code. This property is comprised of two parcels east of SR 429 and west of Plymouth Sorrento Road, and approximately one half mile north of Kelly Park Road. He reviewed the zoning of the surrounding properties and the character of the surrounding by aerial map. The property is located within the one mile radius from the SR 429 Kelly Park Road Interchange and subject to the Form Based Standards contained within the Form Based Code. He advised the Form Based Regulations use physical form rather than separation of land-uses as they are organizing principal of a community. The Master Plan proposes 152 single-family homes on a 50 x 110 foot wide lots with a minimum living area of 1,600 square feet. Four foot wide walking paths will be provided around the perimeter of the stormwater ponds. A ten foot wide trail will be developed within the development and connections to the properties to the north and south will be provided to facilitate development of a regional trail system within the Form Based Code area. He affirmed there were seven conditions of approval detailed in the ordinance and the applicant has agreed to all, and will be revising the living area from 1,500 to 1,600 square feet. DRC and Planning Commission recommend approval.

Jim Hall, said he was present for any questions and staff put on the record the increase to 1,600 square feet living space. He stated the respectfully request approval.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

Commissioner Bankson said this falls into need for the area, but moving forward, Council needs to make sure not everything becomes the small living space.

Commissioner Becker said the Land Development Code re-write will be instrumental in protecting interest in this regard. He stated with this community, staff alluded to the fact that there is no minimum or maximum in the Form Based Code, however, he was still on the fence regarding lots of this width. He said this area does seem to be the most logical spot with the interchange and easy access.

Mayor Nelson said looking forward with the constitutional amendment coming up and additional homestead exemptions, it will squeeze out budgets and the lower the value of the home, the less the city will have to spend on infrastructure and other projects.

MOTION by Commissioner Nolan, and seconded by Commissioner Bankson, to approve Ordinance No. 2656 at first reading and carry it over for a second reading. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

9. **Ordinance No. 2658 – First Reading - Comp Plan - Project: Eagles Landing at Ocoee, LLC – Location: South of Peterson Road, west of SR 429.** The City Clerk read the title as follows:

ORDINANCE NO. 2658

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM MIXED USE AND AGRICULTURE TO INDUSTRIAL FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF PETERSON ROAD AND WEST OF STATE ROAD 429, OWNED BY EAGLES LANDING AT OCOEE, LLC; COMPRISING 37.4 ACRES, MORE OR LESS, PROVIDING FOR SEVERABILITY; AND PROVIDEING FOR AN EFFECTIVE DATE.

Phil Martinez, Planner, reviewed the Large Scale Future Land Use Amendment from mixed-use and agriculture to industrial for 37.4 acres. He reviewed the surrounding land-use. The property is currently undeveloped and the intent is to accommodate a proposed industrial park not only at these parcels, but also to the east and northeast. Planning Commissioner recommended approval and authorize transmittal to the state agencies.

Bryan Gaines, representing the applicant, said the triangular parcel is in the southwest quadrant of an overall larger development which will be approximately 127 acre industrial facility and they are currently looking at five buildings, the largest around one million square feet and the smaller around three hundred thousand square feet. He advised the triangular parcel is 37.4 acres and most of this will be stormwater retention for the overall development to the northeast. This will be industrial warehouse typical for the area such as distribution.

Discussion was held regarding ingress and egress.

Mayor Nelson opened the meeting to a public hearing.

Derrick Ryan said he lives on Peterson Road and he did hear there would be some planning of what Peterson Road will look like as it relates to this. He wanted to be on record to stay in touch as a resident of this area and inquired as to community meetings.

Mr. Gaines said they were currently working on a development plan and they will have a submittal on the 19th for a PUD amendment with more details regarding Peterson Road.

No one else wishing to speak, Mayor Nelson closed the public hearing.

MOTION by Commissioner Bankson, and seconded by Commissioner Smith, to approve Ordinance No. 2658 at first reading and authorize transmittal to state agencies. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

- 10. Resolution No. 2018-08 – Vacate – Stanton Ridge - Project: Central Florida Expressway Authority – Location: West side of SR 429, west of the intersection of Belgian Street and Plymouth Sorrento Road. The City Clerk read the title as follows:**

RESOLUTION NO. 2018-08

A RESOLUTION OF THE CITY OF APOPKA, FLORIDA, TO VACATE THE PLAT OF STANTON RIDGE, PLAT BOOK 68, PAGES 18 THROUGH 22; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Howell advised the Central Florida Expressway Authority (CSX) submitted an application to vacate the plat of Stanton Ridge. This is a subdivision that was platted in 2007 with 65 lots. SR 429 goes through the center of the subdivision and the lot lines are still on record with the Property Appraiser. The property was acquired by CSX for the construction of SR 429 and approximately one-third of the eastern side of the subdivision was used for right-of-way. He advised city staff has followed the process for the vacation of a plat outlined in FS 177.101 that requires City Council to adopt a resolution to vacate a plat and return the recovered property to acreage. The applicant has submitted a new plan and plat for consideration and approval that is currently under review that will detail the new configuration following construction of SR 429. The remaining portions of the property will be marketed to a homebuilder. The new plat will be recorded in the county records. DRC and staff recommend approval.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Bankson, and seconded by Commissioner Nolan, to approve Resolution No. 2018-08. Motion carried unanimously with Mayor Nelson, and Commissioner Bankson, Becker, Nolan, and Smith voting aye.

CITY COUNCIL REPORTS

Commissioner Bankson said he had received an email regarding help from Deborah Cunningham for issues with her roof. He inquired if there had been any resolution.

Mayor Nelson said they are going to be putting out a document regarding what Buildings responsibilities are, and they will be looking into her particular issue. He advised he will be meeting with her to go over her specific issue.

Commissioner Bankson spoke of the FBO the city owns and spoke of water damage they would like to receive some help with. He said he would like to meet with staff on this matter.

Commissioner Smith said at the last meeting it was the consensus of Council to rename a road after Commissioner Arrowsmith and Commissioner Dean. He stated Commissioner Arrowsmith would like to have First Street named after him and Central for Commissioner Dean.

MAYOR'S REPORT

1. Appointment of Finance Director.

Mayor Nelson said Council has in their packet information on Jamie Roberson, CGFO, and she has been presented a contract to come on as the Chief Financial Officer. He provided background on Ms. Roberson stating she was currently the Chief Financial Officer for the Osceola County Property Appraiser.

MOTION by Commissioner Smith, and seconded by Commissioner Nolan to ratify the appointment of Jamie Roberson as Finance Director. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

2. Mayor Nelson announced there would not be a meeting on July 4, 2018, but there will be a Budget Workshop held on July 5, 2018, at 1:30 p.m. He advised they would take input on the Budget as they move forward.

3. Community Center acknowledgement and dedication discussion.

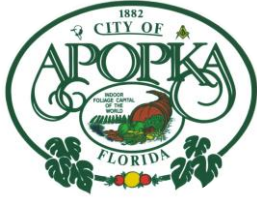
Mayor Nelson read a letter into the record from John Ricketson, President of the John Land Trust that stated at a recent meeting of the Board of Directors of the John Land Trust, Inc. they paused and reflected on the life and passing of Ortenzio "Artie" Vecchio. The John Land Community Trust requested the City Commission consider renaming the Apopka VFW/Community Center to include Artie Vecchio.

ADJOURNMENT – There being no further business the meeting adjourned at 3:52 p.m.

Bryan Nelson, Mayor

ATTEST;

Linda F. Goff, City Clerk



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Discussion

MEETING OF: June 20, 2018
FROM: Community Development
EXHIBITS: Final Development Plan
Architectural Elevation
City Center Concept Plan
City Center Color Site Plan

SUBJECT: APOPKA CITY CENTER CONCEPT PLAN, HILTON GARDEN INN FINAL DEVELOPMENT PLAN

REQUEST: DISCUSS APOPKA CITY CENTER CONCEPT PLAN, HILTON GARDEN INN FINAL DEVELOPMENT PLAN

SUMMARY: A Final Development Plan has been submitted for the Apopka City Center Hilton Garden Inn hotel. The proposed hotel is located within the Apopka City Center development, specifically on the northeast corner of McGee Avenue and East 6th Street. The property is subject to a Development Agreement which allows staff level approval of Final Development Plans. Therefore, this item is being presented to the City Council for discussion purposes only. The procedures for review of proposed development within the City Center are established within a development agreement between the City of Apopka and Taurus Southern. Accordingly, the development agreement authorizes the Development Review Committee to approve a Final Development Plan (FDP) within the City Center if it is found consistent with the City Center development and zoning standards and the City's Land Development Code. City Council has already approved the Master Plan and Preliminary Development Plan for the City Center through the executed Development Agreement.

FUNDING SOURCE: N/A

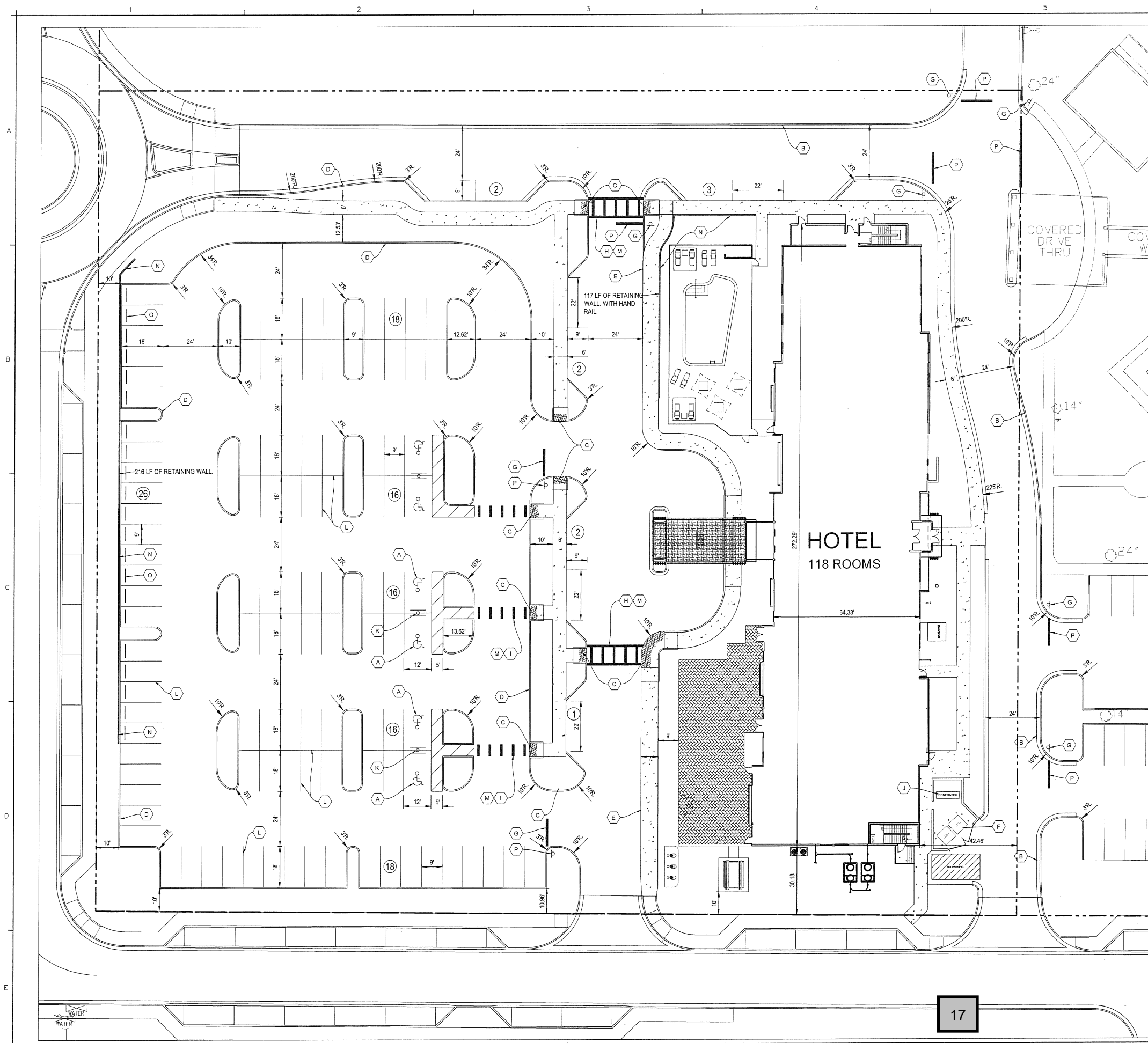
RECOMMENDATION ACTION: Discuss development of the Apopka City Center Hilton Garden Inn hotel.

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

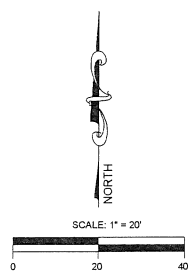
Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief



SITE INFORMATION:

SITE DATA:
 LOT 1: 3.33 AC
 OPEN SPACE: 20.74%
 EXISTING USE: VACANT LAND
 PROPOSED USE: COMMERCIAL
 BUILDING STORIES: 4 STORIES
 BUILDING MAX HEIGHT: 100'
 TOTAL ROOMS: 118 ROOMS
 BUILDING AREAS:
 1ST FLOOR: 18,506 SF
 2ND FLOOR: 17,463 SF
 3RD FLOOR: 17,463 SF
 4TH FLOOR: 17,463 SF
 GROSS BUILDING AREA: 70,894 SF
 FAR: 0.49
PARKING REQUIRED:
 1 SPACE PER ROOM AND 1 SPACE PER 2 EMPLOYEES:
 1 SPACE / 118 ROOMS = 118 SPACES
 1 SPACE / 2 EMPLOYEES, ACCOUNTING FOR 21 EMPLOYEES = 11 SPACES
 TOTAL SPACES REQUIRED: 129 SPACES
PARKING PROVIDED:
 HANDICAP PARKING: (8' x 18') 8 SPACES
 STANDARD SPACES: (12' x 18') 104 SPACES
 PARALLEL SPACES: (9' x 22') 5 SPACES
 TOTAL: 115 SPACES
BUILDING SETBACKS
 FRONT: 50'
 REAR: 10' - 30'
 SIDE: 10'
LANDSCAPE BUFFER
 ADJACENT TO ROW: 10'
 ADJACENT TO AGRICULTURAL AND RESIDENTIAL PROPERTY: 6' MASONRY WALL WITHIN A 10' BUFFERYARD
 ADJACENT TO NONRESIDENTIAL: 5'
 EXISTING ZONING: C-1
 PROPOSED ZONING: C-1
 FLOOD ZONE: X AS PER FEMA MAP 12095C0140F DATED SEPTEMBER 25, 2009



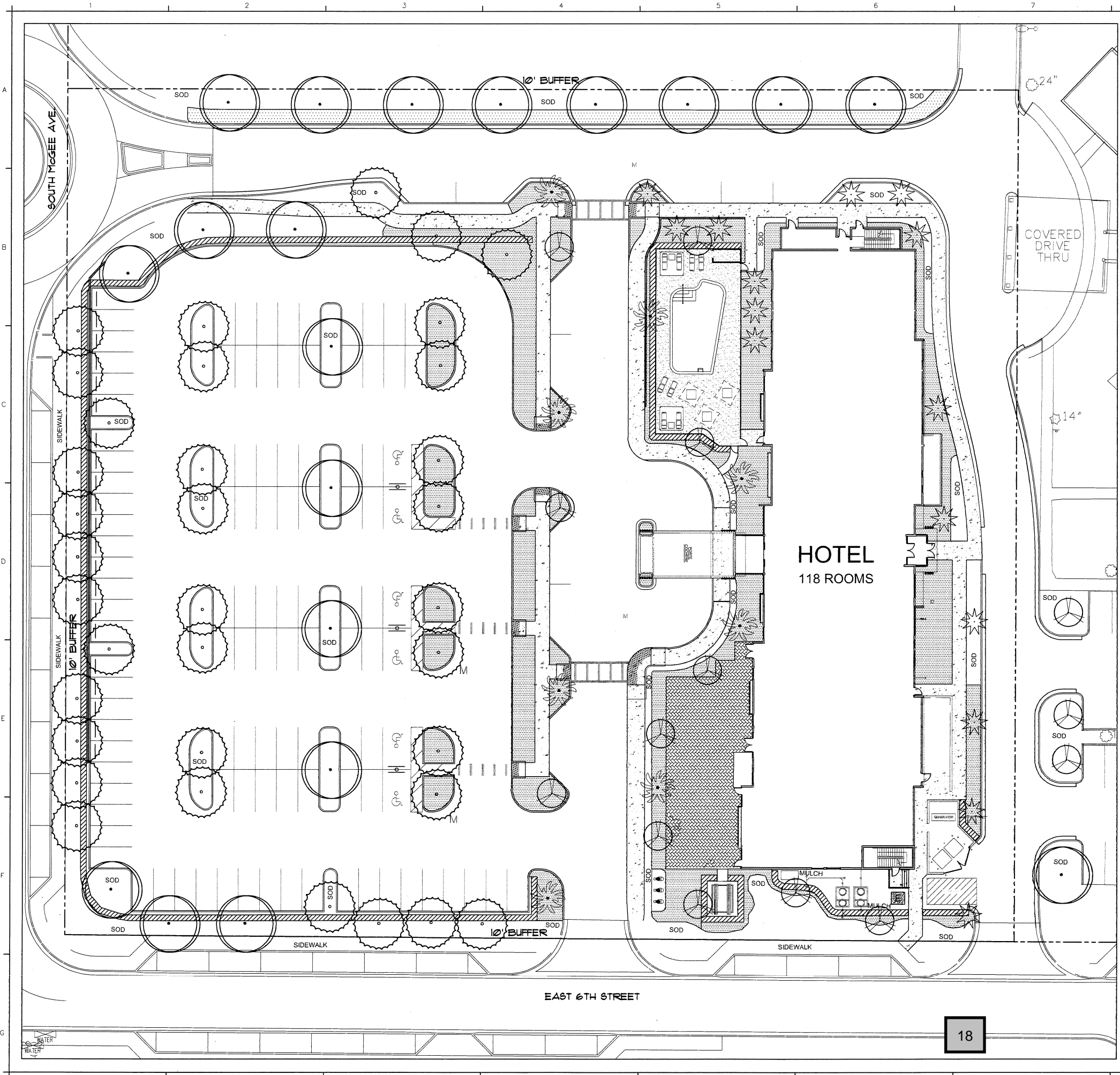
SITE LEGEND

- (A) ACCESSIBLE PARKING SPACE (TYP). SEE DETAIL FOR ACCESSIBLE PARKING SPACE, SIGN AND SYMBOL. (SEE DETAIL 1, SHEET C10.0)
- (B) FDOT TYPE "F" CURB. SEE FDOT STANDARD DESIGN INDEX 300
- (C) FDOT INDEX 304 HANDICAP RAMP WITH DETECTABLE WARNING SURFACE (TYP). (SEE DETAIL 2, SHEET C10.0)
- (D) FDOT TYPE "D" CURB. SEE FDOT STANDARD DESIGN INDEX 300
- (E) CONCRETE SIDEWALK. (SEE DETAIL 1, SHEET C10.0)
- (F) DUMPSTER ENCLOSURE W/ HEAVY DUTY CONCRETE PER ARCH. PLANS
- (G) STOP SIGN (R1-1) - HIGH REFLECTIVE INTENSITY
- (H) 8' WIDE PEDESTRIAN CROSSWALK WITH (1)-12" WHITE STRIPE PERPENDICULAR ON BOTH SIDES PER FDOT INDEX 17346
- (I) 5' WIDE PEDESTRIAN CROSSWALK PER FDOT INDEX 17346
- (J) BACK UP GENERATOR
- (K) ACCESSIBLE PARKING SIGN (SEE DETAIL 3, SHEET C10.0)
- (L) 4" SINGLE WHITE SOLID LINE
- (M) 12" SINGLE WHITE SOLID LINE
- (N) RETAINING WALL. (TO INCLUDE HANDRAIL WHERE CALLED OUT)
- (O) CONCRETE WHEEL STOP, 2' FROM END OF PARKING SPACE (SEE DETAIL 11 SHEET C10.0)
- (P) STOP BAR - 24" WIDE SOLID WHITE STRIPE

PAVING LEGEND

- [Symbol] STANDARD DUTY ASPHALT
- [Symbol] 4" CONCRETE SIDEWALK

| <p>JOB #: 15036.20 PRL.MGR: JPM DESIGNER: CDA CHECKED: JPM</p> | <p>ENGINEER FRANK A. PORTER P.E. P.L. LIC. #89362</p> | <p>DATE: May, 07, 2018</p> | <p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | NO. | DATE | REVISIONS | | | |
|--|---|----------------------------|---|-----|------|-----------|--|--|--|
| NO. | DATE | REVISIONS | | | | | | | |
| | | | | | | | | | |
| <p>RECORD DRAWING</p> <p><small>THIS DRAWING IS THE PROPERTY OF LOCHRANE CONSULTING ENGINEERS AND ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF LOCHRANE CONSULTING ENGINEERS AND ARCHITECTS IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS DRAWING.</small></p> | | | | | | | | | |
| <p>APOPKA CITY CENTER HILTON GARDEN INN SOUTH MCGEE AVE. AND EAST 6TH STREET CITY OF APOPKA, FLORIDA TAURUS APOPKA CITY CENTER, LLC</p> | | | | | | | | | |
| <p>SITE PLAN</p> | | | | | | | | | |
| <p>14089.20\CONST\HILTON 14089.23\14089.20_C05.0 - SITE PLAN.dwg - May 07, 2018 - 4.49pm</p> | | | | | | | | | |
| <p>LOCHRANE Consulting Engineers - Surveyors An WFLA Company</p> | | | | | | | | | |
| <p>SHEET C05.0</p> | | | | | | | | | |



PLANT NOTES

- ALL LANDSCAPED AND SOODED AREAS DELINEATED ON THESE PLANS SHALL BE IRRIGATED BY AN AUTOMATIC SYSTEM. THE IRRIGATION SYSTEM SHALL PROVIDE UNIFORM HEAD-TO-HEAD COVERAGE FOR ALL GREEN AREAS. PLAN SENSOR REQUIRED.
- ALL LANDSCAPED BEDS SHALL BE TOP DRESSED WITH 3" OF DESIGNER BROWN MULCH.
- ALL TREE SAUCERS SHALL BE TOP DRESSED WITH 3" OF DESIGNER BROWN MULCH.
- IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO SECURE FULLY PAVILIAN WITH ALL EXISTING SITE CONDITIONS AND TO STUDY ALL UNDERGROUND UTILITY PLANS AND ARCHITECTURAL PLANS TO PREVENT DAMAGE DURING THE INSTALLATION OF THE LANDSCAPE MATERIALS.
- STAKING OF TREES IS REQUIRED BY THE LANDSCAPE CONTRACTOR.
- IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO MAINTAIN ALL TREES, PALMS AND SHRUBS IN AN UPRIGHT PLANT CONDITION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ARCHITECTURAL OR PAVED SURFACES.
- ALL PLANT MATERIAL SHALL BE GRADED FLORIDA NO. 1 ACCORDING TO THE GRADES AND STANDARDS OF THE FLORIDA NURSMEN'S ASSOCIATION.
- ALL TREE CALIPER DIMENSIONS SHALL BE MEASURED 4" ABOVE THE TOP OF THE ROOTBALL.
- THE LANDSCAPE CONTRACTOR SHALL WARRANT ALL SHRUBS FOR A PERIOD NO SHORTER THAN 90 DAYS FROM THE DATE OF THE "FINAL ACCEPTANCE" BY THE CLIENT AND LANDSCAPE ARCHITECT. ALL TREES SHALL CARRY A 1-YEAR OR 1-YEAR WARRANTY. ALL WARRANTY RESTRICTIONS SHALL BE SPECIFICALLY DESCRIBED IN LETTERS AND SHALL BE PART OF THE RECORDING DOCUMENTS PROVIDED TO THE CLIENT BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR PLANT AND SOOD QUANTITY TAKE-OFF. QUANTITIES PROVIDED FOR CONFORMANCE ONLY. PLANT QUANTITIES SHALL COVER LATE QUANTITIES.
- 3" MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN UNDERGROUND UTILITIES AND TREES.

TREE REPLACEMENT DATA:
(SEE CIVIL SHEET 001.1 FOR TREES TO BE REMOVED)

TOTAL SITE CLEARING AREA = 145,055 S.F. (3.33 AC)

SPECIMEN TREE CHART (24" OR GREATER DBH)

| TOTAL NO. | TOTAL CALIPER | REMOVE | | REMAIN | |
|-----------|---------------|--------|---------|--------|---------|
| | | NO. | CALIPER | NO. | CALIPER |
| 45 | 1,387" | 45 | 1,387" | 0 | 0" |

NON-SPECIMEN TREE CHART (6" TO 23" DBH)
(EXCLUDES EXOTIC TREE SPECIES)

| TOTAL NO. | TOTAL CALIPER | REMOVE | | REMAIN | |
|-----------|---------------|--------|---------|--------|---------|
| | | NO. | CALIPER | NO. | CALIPER |
| 95 | 1,294" | 95 | 1,294" | 0 | 0" |

TOTAL TREE STOCK REQUIREMENT:
SPECIMEN TREE STOCK FORMULA CAP: 1,387 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)
NON-SPECIMEN TREE STOCK FORMULA CAP: 1,294 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)
TOTAL MAXIMUM TREE REPLACEMENT: 2,681 INCHES DBH
PROPOSED REPLACEMENT INCHES: 135 INCHES DBH
REPLACEMENT DEFICIT INCHES: 2,546 INCHES DBH

NOTE: TREE REPLACEMENT DEFICIT = 2,546 INCHES. OWNER HEREBY COMMITS TO PAYMENT INTO THE CITY'S TREE BANK FUND FOR AMOUNT TOTALING \$ 25,460 @ \$10.00 PER INCH DEFICIT.

NOTE: THE LIMITS OF TREE CLEARING SHALL INCLUDE ONLY THOSE AREAS REQUIRED TO CONSTRUCT VEHICLE STORAGE AREAS, PAVED AREAS, BUILDING, UTILITIES AND RETENTION POND AS SHOWN. ALL OTHER AREAS SHALL BE UNDISTURBED.

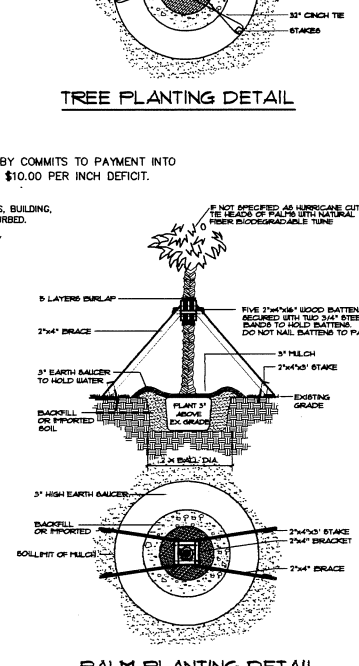
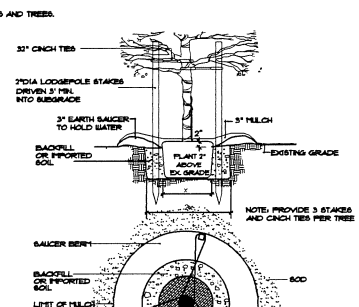
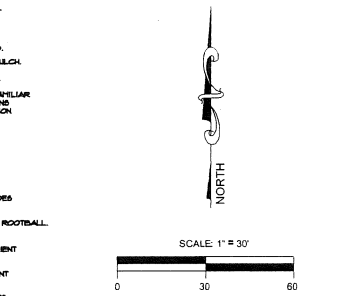
NOTE: TREE TRIMMING WORK SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY THROUGH AN ARBOR PERMIT.

TREE SYMBOLS LEGEND

- CANOPY TREES:**
19 - LIVE OAK @ 2-1/2" DBH = 47.5"
35 - BOSQUE ELM @ 2-1/2" DBH = 87.5"
54 = REPLACEMENT TREE TOTAL
TOTAL REPLACEMENT INCHES = 135.0" DBH
- UNDERSTORY TREES:**
15 - CABBAGE PALM @ 10', 12' & 14' CT HT.
8 - SYLVESTER DATE PALM @ 12' CT HT.
14 - TREE-FORM LIQUISTRUM @ 65 GAL., 8' HT.

- SCREEN SHRUBS:**
30' HT. SCREEN HEDGE
FM FRODOCARPUS (PODOCARPUS MACROPHYLLA)
1 GAL. MIN. 30" HT. MIN. FULL 24" OC. TO BECOME 36" MAINTAINED HEIGHT.

- ORNAMENTAL SHRUBS AND GROUNDCOVERS (40% OF PERVIOUS AREA)**
- LC LORAPETALUM (LORAPETALUM CHENSIS 'PLUM DELIGHT') 24" HT. MIN. 30" OC. FULL PLANT
 - SA VARIEGATED DWARF SHEFFLERA (SHEFFLERA ARBORESCOLA) 24" HT. MIN. 30" OC. FULL PLANT
 - RS KNOCK-OUT ROSE (ROSA 'RADRAZZ') 15 GAL. MIN. 6' HT. MIN. 3' CT STANDARD, FULL PLANT
 - CA RED CRIMM LILY (CRIMM 'GREEN EPIHA') 15 GAL. MIN. 6' HT. MIN. 3' CT STANDARD, FULL PLANT
 - JP PARSONS JUNIPER (JUNIPERUS CHENSIS 'PARSONII') 12" HT. MIN. 15" SPREAD MIN. 30" OC. FULL PLANT
 - RA DWARF INDIAN HAWTHORN (RAPIHOLEPIS INDICA 'ALBA') 12" HT. MIN. 15" SPREAD MIN. 30" OC. FULL PLANT
 - DT VARIEGATED FLAX LILY (DANIELLA TASHPANICA 'VARIEGATA') 12" HT. MIN. 24" OC. FULL PLANT
 - SOD: ST. AUGUSTINE SOLID SOD



CITY OF APOPKA LANDSCAPE ORDINANCE 2009 REQUIREMENTS

5' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN UNDERGROUND UTILITIES AND TREES.
MINIMUM TREE REQUIREMENT OF 1 TREE PER 8,000 SQUARE FEET OF SITE AREA: (3.33 AC) 145,055 SF/8,000 = 19 TREES
10' PERIMETER BUFFER: 15,240 LF/1,000 = 16 X 3.5" = 56.0" DBH REQUIRED, 57.5" DBH PROVIDED BY 10 OAK AND 13 ELM
SHADE TREE REQUIREMENT OF 30% COVERAGE FOR THE GROSS PARKING LOT AREA PROVIDED BY PROPOSED SHADE TREES AT MATURE GROWTH AS PER LOC SECTION 5.01.08 (C)(10)
GROSS PARKING AREA = 57,507 SF X 30% = 17,252 SF SHADE AREA REQUIRED AND PROVIDED.
20 SHADE TREES REQUIRED FOR 118 PARKING SPACES @ 1 PER 6 SPACES.
20 SHADE TREES PROVIDED BY 4 OAKS AND 16 ELM TREES WITHIN ISLANDS.

RECORD DRAWING:
ENGINEER: FRANK L. PORTER, P.E., FL C. 140892
P.L.C. MGR.: JPM
DESIGNER: JSJ
CHECKED: JSJ
DATE: MAY 07, 2018

REVISIONS:

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |

ENGINEER: FRANK L. PORTER, P.E., FL C. 140892
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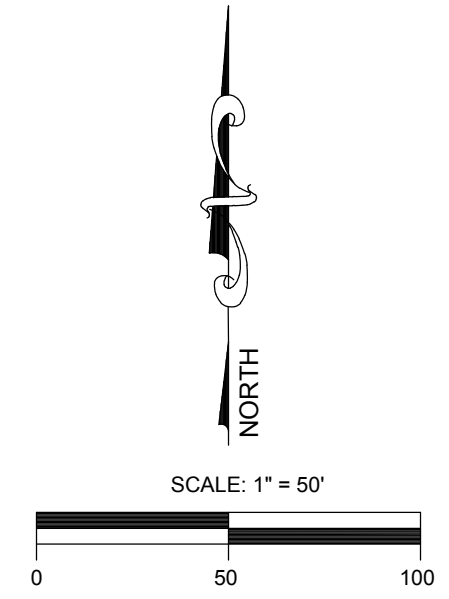
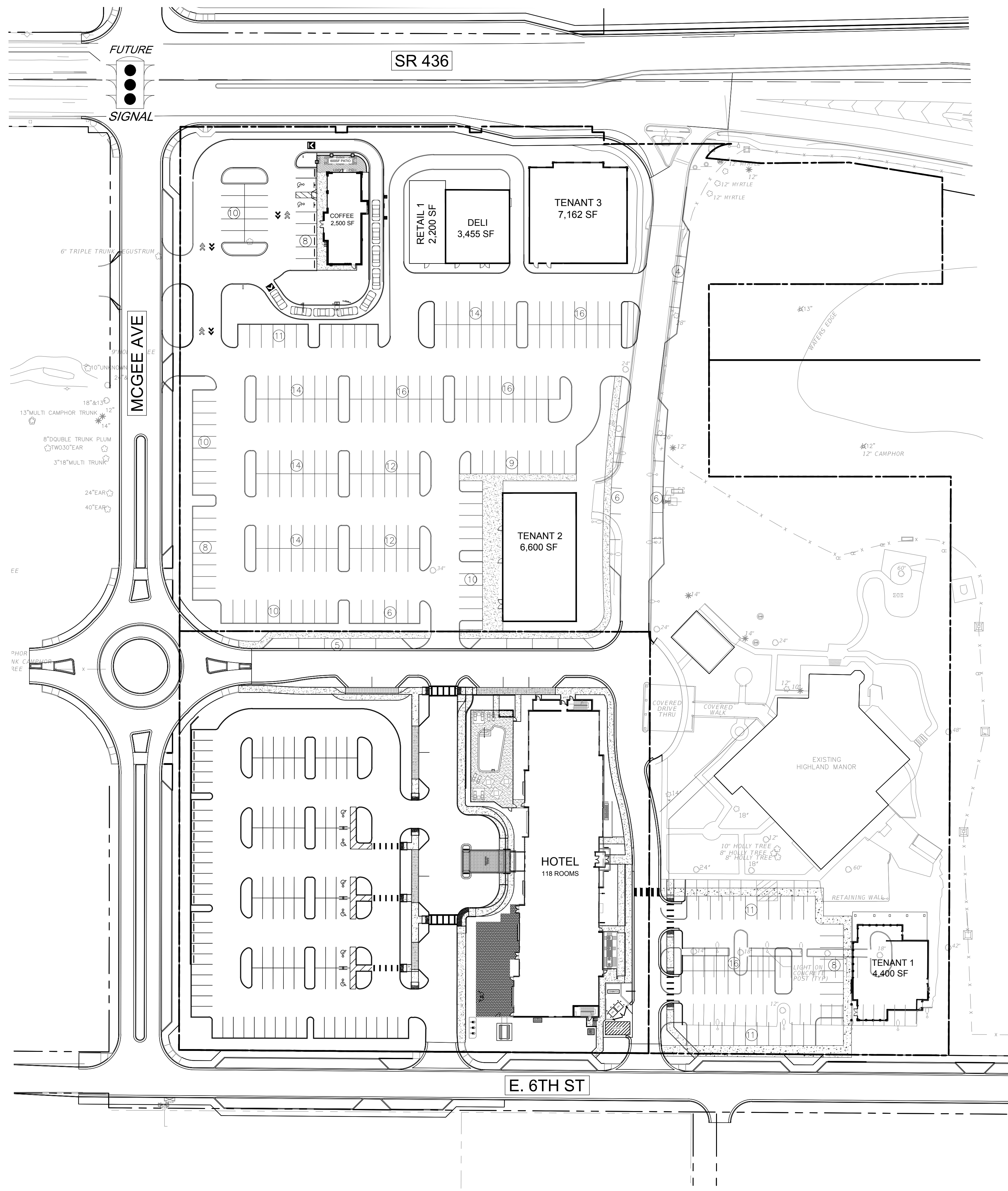
APOPKA CITY CENTER HILTON GARDEN INN
SOUTH MCGEE AVE. AND EAST 6TH STREET
CITY OF APOPKA, FLORIDA

LANDSCAPE PLAN

TAURUS APOPKA CITY CENTER, LLC

LOCHRANE
Consulting Engineers - Surveyors
An **WSP** Company

SHEET **L01.0**
15 of 17



| PARKING COUNT | | | |
|---------------|-----------|----------------------|------------|
| | SIZE | NUMBER OF SPACES | RATIO |
| HOTEL | 110 ROOMS | 120 | - |
| TENANT 1 | 4400 SF | 46 | 10.4/1,000 |
| TENANT 2 | 6600 SF | 66 | 10.0/1,000 |
| DELI | 3455 SF | 35 | 10.0/1,000 |
| TENANT 3 | 7162 SF | 72 | 10.0/1000 |
| COFFEE | 2538 SF | 26 | 10.2/1,000 |
| RETAIL 1 | 2200 SF | 11 | 5.0/1,000 |
| | | TOTAL PROVIDED = 376 | |

OVERALL CONCEPT 16

APOPKA CITY CENTER
SR 436/441
APOPKA, FL 32703
TAURUS INVESTMENTS

RECORD DRAWING

ENGINEER: JASON P. MAHONEY, P.E.
FL LIC #05183

DATE: APR. 12, 2018

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |
| | | |
| | | |

JOB #: 14089-20
PLI. MGR.: JPM
DESIGNER: BDM
CHECKED: FAP

SHEET
CP16

14089-20 CONCEPT Apopka City Center - Overall Concept Plan 17 (04.12.18).dwg - Apr. 12, 2018 - 9:07am

LOCHRANE
Consulting Engineers
Surveyors
281 SOUTH BUNKER AVENUE, ORLANDO, FL 32803
PH: (407) 942-3377 | FAX: (407) 942-9197 | WWW.LOCHRANE.COM
CERTIFICATE OF AUTHORIZATION # 0000265



NORTH-WEST CORNER PERSPECTIVE



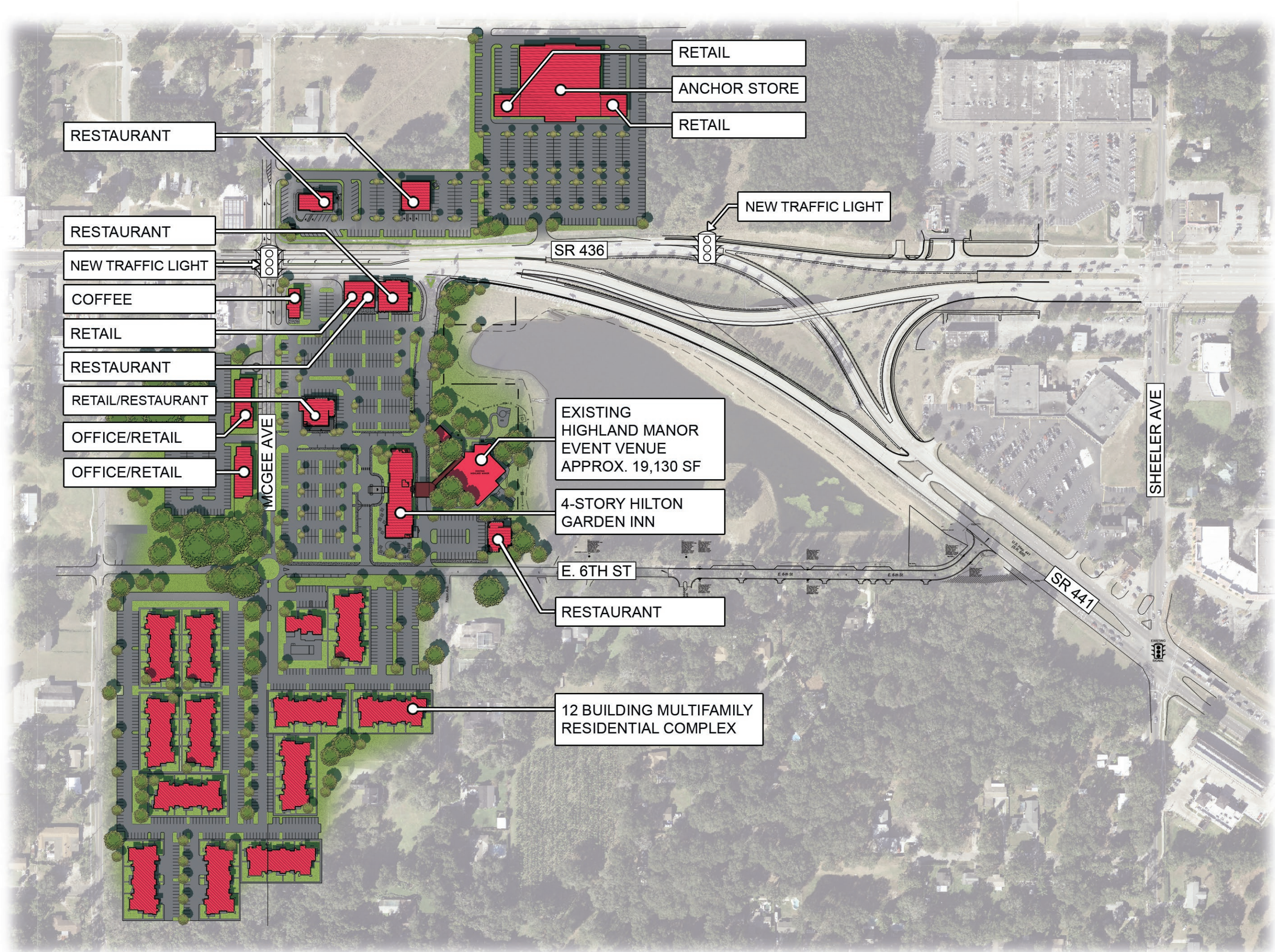
SOUTH-WEST CORNER PERSPECTIVE



SOUTH-EAST CORNER PERSPECTIVE



NORTH-EAST CORNER PERSPECTIVE



APOPKA CITY CENTER
MASTER PLAN

TAURUS
ELEVEN
18
ARCHITECTURE

24

A WOMEN'S BUSINESS ENTERPRISE



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "DEVELOPMENT AGREEMENT") is made this 22nd day of July, 2016, by and between the CITY OF APOPKA, FLORIDA, a Florida municipal corporation (the "CITY") and TAURUS APOPKA CITY CENTER, LLC, a Florida limited liability company (the "DEVELOPER"), joined by the CITY OF APOPKA COMMUNITY REDEVELOPMENT AGENCY (the "AGENCY") for purposes of memorializing its agreement and consent hereto.

WITNESSETH:

WHEREAS, CITY is the owner of approximately 34 acres of land located near the intersection of State Road 436 and U.S. Highway 441 as more particularly described on the attached **Exhibit "A"** (the "PROPERTY"); and

WHEREAS, adjacent to the PROPERTY, CITY is the owner of the Downtown Regional Stormwater Storage Facility (the "POND") containing 14.71 and 0.329 acres, which POND is more particularly described on the attached **Exhibit "B"**; and

WHEREAS, the PROPERTY and POND are located within the CITY's Downtown Development Overlay Zoning District (the "OVERLAY DISTRICT") which contains overlay design standards, permitted uses and prohibited uses, and height limitations among its provisions; and

WHEREAS, the CITY desires to integrate the PROPERTY, and POND, and potentially other properties into a common development site for a City Center as described in the map attached hereto and incorporated as **Exhibit "C"** (the "CITY CENTER PROJECT"), and allow the DEVELOPER to develop the PROPERTY in accordance with this Development Agreement and the Master Plan (as hereinafter defined); and

WHEREAS, pursuant to Fla. Stat. § 163.380 the CITY issued and advertised a Request for Proposals (the "RFP") for the CITY CENTER PROJECT for (i) a developer to design, permit, and plan the portion of the CITY CENTER PROJECT located on the PROPERTY, (ii) a developer to develop, construct, own and operate the PROPERTY and all development and improvements to be located thereon, (iii) the CITY to grant, bargain and convey the PROPERTY to a developer, and (iv) the CITY to develop and solely fund certain public assembly features and open space constructed on the POND, with planning and construction management assistance from the developer; and

WHEREAS, the DEVELOPER submitted to the CITY the only response to the RFP (the "PROPOSAL"); and

WHEREAS, the DEVELOPER, as Buyer, and the CITY, as Seller, have executed that certain



Agreement for Sale and Purchase of the PROPERTY dated February 3, 2016, as amended (the "S&P Agreement"), which anticipates the execution of a development agreement, in order to, among other things, set forth the design, phases, terms and conditions for the development of the PROPERTY; and

WHEREAS, it is the intention of the parties that this DEVELOPMENT AGREEMENT guide the development of the PROPERTY as a mixed-use project which incorporates the POND as a (i) non-exclusive stormwater pond to serve the PROPERTY, while still serving other properties in the OVERLAY DISTRICT as set forth previously by CITY, and (ii) a public assembly recreational space located on the POND, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and the Master Plan referenced herein below (collectively the "CITY CENTER PROJECT"); and

WHEREAS, the CITY confirms that this Development Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; all CITY Rules; other controlling law; and the City's police powers, and is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220-163.3243, *Florida Statutes*; and

WHEREAS, the CITY and the DEVELOPER desire to enter into this DEVELOPMENT AGREEMENT to memorialize certain promises, agreements, covenants and expectations pertaining to the development of the PROPERTY, and other matters as provided for herein and the AGENCY desires to join this DEVELOPMENT AGREEMENT to memorialize its agreement and consent hereto.

NOW THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DEVELOPER and the CITY agree as follows:

1. **Recitals**. The above Recitals are true and correct and are incorporated herein as material provisions of this DEVELOPMENT AGREEMENT.

2. **Costs**. The term "Cost" or "Costs" when used as capitalized terms in this DEVELOPMENT AGREEMENT shall mean the actual cost incurred by the DEVELOPER or its affiliated contractor or construction manager, or the CITY, without any mark-up, overhead, management fees or profit added by the DEVELOPER or its affiliated contractor or construction manager, or the CITY. When used without capitalization, the term "cost" or "costs" shall have its ordinary and customary meaning.

3. **Master Plan**. The PROPERTY shall be developed in accordance with this

DEVELOPMENT AGREEMENT, the Master Plan setting forth the general layout, phasing and uses for the PROPERTY, including narrative notes, as set forth on the attached composite Exhibit "D." The Master Plan may be modified in accordance with this DEVELOPMENT AGREEMENT. The area of the Master Plan which encompasses the portion of the South Magee Avenue right-of-way south of U.S. Highway 441 and north of East 6th Street shall provide for a reservation of land sufficient to allow 3 lanes of vehicular traffic, with sidewalks and bike paths and any required portions of the Property outside of the then existing public right-of-way (the "441/6th Street ROW Area") shall be dedicated by the CITY, at no cost to DEVELOPER, at the time of the platting or approval of the Final Development Plan for the adjacent portions of the Property. The 441/6th Street ROW Area shall be excluded from any portion of the PROPERTY purchased by the DEVELOPER and DEVELOPER shall not be obligated to pay anything for such excluded 441/6th Street ROW Area and the CITY shall dedicate the 441/6th Street ROW Area for the foregoing purpose. The CITY shall also pay the cost associated with all required planning, engineering, and construction for the foregoing public right-of-way, sidewalks and bike paths.

- a. By its acceptance and approval of this DEVELOPMENT AGREEMENT and the Master Plan, the CITY has made a determination that the DEVELOPMENT AGREEMENT and the Master Plan are compatible, consistent and in compliance with the applicable provisions of the CITY Comprehensive Plan (the "Comp Plan"), the CITY Future Land Use Map (the "FLUM"), and applicable provisions of the CITY Land Development Code (the "City Code") Regulations, Ordinances or Resolutions, and any amendments or modification thereto (the "CITY Rules"), and that the development of the PROPERTY pursuant to the Master Plan in accordance herewith, is allowed by the Comp Plan, FLUM and other CITY Rules. The development of the PROPERTY shall be subject to the Comp Plan, FLUM and CITY Rules in effect as of the Effective Date, unless otherwise permitted by law to carry out the rights, interests and intent of this DEVELOPMENT AGREEMENT. Furthermore, the execution of this DEVELOPMENT AGREEMENT shall constitute the CITY'S approval of the Master Plan as a concept plan and a preliminary development plan pursuant to the CITY Rules, with the DEVELOPER required to submit and obtain approval of a final development plan, as provided in the CITY Rules, prior to the development of any specified portion, phase or parcel of the PROPERTY, and which final development plan shall only be required to encompass such specified portion, phase or parcel.
- b. As further described in the Master Plan, the PROPERTY AND POND shall be a mixed-use development with a variety of complimentary and integrated land uses and zoning categories, including (i) those uses allowed in the OVERLAY DISTRICT as provided in Section 3.03.00 of the City Code, (ii) that incorporate and follow the City Center Project Development Standards and Design which are attached hereto and incorporated herein as Exhibit "E", (iii) the additional permitted uses listed on

the attached as **Exhibit "F"**, and (iv) excluding the prohibited uses listed in Section 3.03.00 of the City Code and the additional prohibited uses listed on the attached **Exhibit "G"**.

4. **Property Additions to Master Plan.** The Master Plan may be amended to include, in addition to the PROPERTY, other lands surrounding the PROPERTY (the "Additional Land") the owners of which may opt-in to the Master Plan as provided herein; provided such Additional Lands are opted-in to the Master Plan on or before sixty (60) months after the completion by the CITY of all roadway improvements at S.R. 436 and Magee]. Notwithstanding the foregoing, the DEVELOPER shall only be responsible for the development of the PROPERTY and except for the design of the initial Master Plan shall have no other obligation to any other property owner of such Additional Land. Moreover, without the express written consent of the DEVELOPER no amendment or enlargement of the Master Plan shall occur which adversely affects, impedes or devalues the development, construction, ownership, use, leasing and operation of the improvements on the PROPERTY in accordance herewith. When any owner of Additional Land desires to include and develop such Additional Land as part of the CITY CENTER PROJECT, such landowner shall apply to CITY to amend the Master Plan as provided herein, which amendment or enlargement of the Master Plan shall not adversely affect, impede or devalue the development, construction, ownership, use, leasing and operation of the improvements on the PROPERTY by the DEVELOPER.

5. **Amendment to Master Plan.** The Master Plan may be changed and amended as follows:

- a. The DEVELOPER may apply to the CITY to adjust the size and location of the phases as depicted on the Master Plan and shall have the right to develop, improve, market and/or sell phases or portions of the PROPERTY in a single phase or as many separate phases, phasing plans, parcels or portions and in any order as determined by the DEVELOPER and approved by the CITY. The foregoing may be reflected in applications or requests for final development plans submitted to the CITY. Other than the foregoing, the DEVELOPER and the CITY shall have the right to request an amendment or modification to the Master Plan at any time and if the DEVELOPER and the CITY agree on any such amendment or modification, it shall be reflected in a written amendment to this DEVELOPMENT AGREEMENT.
- b. Upon request and application of any owner of Additional Land who is not the DEVELOPER who requests to be included in the Master Plan, which application shall be (i) at the sole cost of the landowner, (ii) subject to approval at a public hearing of CITY, (iii) only after notice under Section 22, below to DEVELOPER has been provided 60 days prior to any such public hearing, and (iv) whom shall be required to execute its own development agreement with CITY to cover the

subject matter contained herein and whatever additional requirements CITY may impose.

6. **Site Specific Development.**

- a. For each specified portion, phase or parcel of the PROPERTY designated in the Master Plan, a final development plan must be approved by CITY Staff prior to the issuance of the building permit.
- b. In developing any particular phase, portion or parcel of the PROPERTY, the DEVELOPER shall be obligated to construct only the infrastructure and amenities contained within that phase, portion or parcel of the PROPERTY, and shall not be required to construct infrastructure and amenities extending beyond such phase, portion or parcel.
- c. Notwithstanding subsection b. above, each phase, portion or parcel of the PROPERTY in combination with previous phases must be able to exist on its own with respect to necessary access, parking, signage and utilities.
- d. The first phase of the development of the PROPERTY shall include at least one of the required sit-down, stand alone restaurants described in Exhibit "E" to this DEVELOPMENT AGREEMENT.

7. **Payment of Applicable Fees.** The DEVELOPER shall be required to pay any and all impact fees, reservation utility fees (if any), infrastructure and subdivision improvement guarantees, sureties, letters of credit, etc. specifically and directly applicable to uses on the specific phase, portion or parcel of the PROPERTY for which plan approvals and site development and subdivision improvements permits are being issued, and only upon the issuance of such permits and not prior to such issuance. DEVELOPER shall pay impact fees at the time of permit issuance consistent with the CITY Rules and in any case not to exceed the then applicable rates. DEVELOPER shall remain eligible for any applicable credits as provided in the City Code.

8. **Developer Obligations.** In addition to those obligations set forth elsewhere in this DEVELOPMENT AGREEMENT:

- a. The DEVELOPER shall design, obtain all necessary permits for, and manage the construction of:
 - i. the pedestrian walkway, public assembly area and bike way on the bank(s) of the POND, all as shown on the Master Plan, for the use and benefit of the general public (the Costs of which shall be paid

by the CITY); and

- ii. the pedestrian walkway(s) and bike way(s) on the PROPERTY for the use of the general public, both of which shall be integrated with and connected to the POND property, as shown in the Master Plan.

- b. The timing, commencement and completion of the design, permitting and construction of the items in Section 7.a. shall be as reasonably determined by DEVELOPER, but no later than twenty-four (24) months after the purchase of the first parcel pursuant to the S&P Agreement.

- c. The parking lots shall be constructed and located so as to allow for ease of pedestrian connections to and from such parking lots and the POND property as shown in the Master Plan.

- d. The DEVELOPER shall either pay the Costs, or reimburse the CITY or other appropriate party for the Costs, incurred in negotiating and finalizing the S&P Agreement and this DEVELOPMENT AGREEMENT, which payment and reimbursement shall be due at the time of the purchase of the first portion of the PROPERTY under the S&P Agreement.

- e. From and after the Effective Date, the DEVELOPER shall perform periodic and routine maintenance of the PROPERTY until the termination of this DEVELOPMENT AGREEMENT or the final closing and sale of any parcel or portion of the PROPERTY to a third party who shall then take over DEVELOPER'S maintenance obligations with respect to such conveyed parcel or portion. Provided, the Highland Manor and all associated parking lots, driveways, walkways, buildings, structures and improvements (collectively the "Highland Manor") shall continue to be maintained by the CITY and not the DEVELOPER.

- f. DEVELOPER shall convey at no cost to the CITY any reasonably necessary easements for public utilities and public pedestrian access (as described in the Master Plan) as may be reasonably required by the CITY for any approval and consistent with this DEVELOPMENT AGREEMENT and the Master Plan, which easements shall be in the form mutually agreed upon by the CITY and DEVELOPER.

- g. On or before eighteen (18) months from the Effective Date of this agreement, the DEVELOPER shall have acquired the first parcel under the S&P Agreement and commenced construction thereon. On or before thirty-six (36) months after the Effective Date commencement of construction on the first acquired parcel, the DEVELOPER shall have acquired the second parcel under the S&P Agreement and

commenced construction thereon. Within forty-eight (48) months following the completion of the 436/Magee Roadway Improvements (as hereinafter defined) the DEVELOPER shall have acquired and commenced construction on a minimum of fifty percent (50.00%) of the planned improvements within the portion of the PROPERTY bounded by U.S. Highway 441 on the north, 6th Street on the south, and South Magee Avenue on the west.

- h. It is the intention of the CITY and the DEVELOPER that the DEVELOPER acquire the PROPERTY with the intention of developing and improving the PROPERTY for lease or further resale or selling portions of the PROPERTY without developing such portions to third parties who intend to develop such portions themselves, all in accordance with the terms, obligations and conditions of the DEVELOPMENT AGREEMENT. There shall be no restrictions on the resale of portions of the PROPERTY in accordance with the foregoing provided a valid final site plan approval has been issued for the portion of the property to be sold.
- i. The DEVELOPER shall order a survey of the PROPERTY on or before ten (10) days after the Effective Date and must submit to the CITY a preliminary subdivision plan for the PROPERTY within sixty (60) days of the DEVELOPER'S receipt of the survey.
- j. Notwithstanding anything contained herein to the contrary, the DEVELOPER shall pay the Costs associated with the portion of the boardwalk and/or sidewalk located immediately behind the restaurants as shown on the Master Plan.

9. **Property Owners Association.** The DEVELOPER shall create, incorporate and fund a property owners association for any and all common elements of any portion of the PROPERTY for maintenance, repair, the replacement of the parking, access, signage, walkways, drainage, bike racks and bike paths, board walks, common elements and public assembly area(s) or parcel(s), all as more particularly set forth in a declaration of covenants, conditions and restrictions (the "Declaration") which must comply with this DEVELOPMENT AGREEMENT, be in recordable form and shall be recorded against the PROPERTY free and clear of any lien, encumbrance, judgment or mortgage of record prior to the issuance of the first development permit for the PROPERTY. Each current or subsequent owner of a parcel within the PROPERTY shall be and is a member of the property owners association. Until such time as DEVELOPER conveys or transfers any common areas, lands, and obligations to the property owners association, DEVELOPER shall remain responsible for the maintenance of such areas.

10. **Potable Water and Sanitary Sewer Lines.**

- a. In connection with its development of the PROPERTY, the DEVELOPER shall cause to be designed, permitted, installed and constructed, potable water and sanitary

sewer lines (collectively the "Water and Sewer Lines"), commencing from the point of connection for such lines at the point nearest to the PROPERTY, all in accordance with the CITY Rules and requirements, of sufficient size and capacity to accommodate the anticipated potable water and sanitary sewer flow requirements for the PROPERTY.

- b. The DEVELOPER has requested a total flow for the PROPERTY at 107,000 gallons per day of usage for water and sewer capacity, which do not require the need to oversize the water or sewer lines for the use of the PROPERTY.
- c. If portions of the PROPERTY are approved for development and require additional capacity, the Developer shall have same installed at its cost, subject to any credits as provided in the City Code and subject to reimbursement on a pro-rata basis for shared use of the additional capacity.
- d. The DEVELOPER shall control all aspects of the construction and installation of the Water and Sewer Lines and shall select and hire any independent contractors to complete the work as it shall determine. All work subject to permitting and inspection by the CITY subject to requirements of the CITY Rules.
- e. DEVELOPER shall be responsible to design, plan and construct and dedicate to the CITY a lift station and related improvements (the "Lift Station") near the intersection of U.S. Highway 441 and East 6th Street.
- f. The foregoing work described in subsections a. through e. shall be paid for by the DEVELOPER (subject to the credit and reimbursement provisions of subsection c. above).
- g. All of the CITY Rules, requirements and specifications concerning utility connections and solid waste collection apply to the PROPERTY and development thereof.
- h. The DEVELOPER may obtain water and sewer capacity through the CITY's established reservation procedures, when applicable; provided, however, the CITY shall provide written notification to the DEVELOPER prior to accepting reservations for or allocating potable water and wastewater capacity to third parties which would result in an insufficient potable water and wastewater capacity being available for the PROPERTY.
- i. There shall be no requirement that reclaimed (reuse) water systems be connected to or used by on the PROPERTY and its improvements and neither the DEVELOPER

nor its successors and assigns shall be required to pay for any such connection and use.

11. **Drainage.**

- a. The POND serves as a nonexclusive retention/detention pond for water attenuation and storage for the surrounding 320.20 acre drainage basin which area is described in attached **Exhibit "H"** (the "Drainage Basin"), which includes all of the PROPERTY.
- b. CITY hereby confirms and agrees that attenuation surface water drainage requirements for the PROPERTY, as it may be improved, developed, used, and occupied, shall be serviced by the POND up to 27.12 acre-feet of flow based on SJRWMD Permit #20922-2, calculated as a proportionate share of the total 234.71 acre-feet of stormwater runoff permitted to reach the POND based on the acreage of the PROPERTY versus the total acreage of the drainage basin (320.1 acres) contributing to the POND.
- c. After five (5) years, the capacity of the POND shall be on a first-come first-served basis and in the event the drainage flow into the POND is at capacity, the DEVELOPER shall be required to engineer and construct on the PROPERTY on-site retention and detention for water quality and attenuation.
- d. The CITY shall keep records of the cubic feet of surface and stormwater attenuation drainage generated by DEVELOPER from the PROPERTY.
- e. Upon approval of any final development plans by CITY for each portion or phase of development within the PROPERTY, the DEVELOPER shall have the right, subject to the requirements of subsections b. and c. above, to transmit, retain and detain, all of the surface and stormwater generated from the PROPERTY into and within the POND.
- f. The POND shall also serve as a central amenity of the CITY CENTER PROJECT and shall be incorporated as a public recreational element and water feature the integration and characteristics of which will be determined by the CITY, is not inconsistent with the water levels and carry capacity of the POND, and incorporates and does not prevent the existing and future drainage flows, surface and stormwater sewer and related ditches or pipes flowing from the entire drainage basin to the POND.

12. **Good Faith.**

- a. The CITY hereby agrees to timely and expeditiously consider, comment on and approve (subject to applicable requirements) any required changes in the allowable use of the PROPERTY, FLUM amendments, Comp Plan amendments, and this Master Plan which affect land use or development standards, rezonings, and special exceptions, as may be required to conform to this DEVELOPMENT AGREEMENT and the Master Plan.
- b. The CITY agrees to timely and expeditiously consider, process, comment on and approve (subject to applicable requirements) any and all submittals, applications, decisions, determinations, preliminary and final development plans, development orders, actions, consents and approvals, including any request by the DEVELOPER for a planned development ordinance if consistent with this DEVELOPMENT AGREEMENT and the Master Plan, which are necessary or reasonably required to allow the DEVELOPER to obtain all necessary approvals, and to construct, improve, and develop the PROPERTY and its phases, in accordance with this DEVELOPMENT AGREEMENT and the Master Plan.
- c. Nothing in this DEVELOPMENT AGREEMENT shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of DEVELOPER right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary or final development plan, planned development ordinance or any other land use or development approval or development order.

13. **Highland Manor.**

- a. The DEVELOPER shall manage and direct the incorporation, demolition and/or relocation of the historic portion of Highland Manor, including all of its associated parking lots, driveways, walkways, buildings, structures and improvements as applicable in accordance with this Section 12 and other provisions of this DEVELOPMENT AGREEMENT as provided herein:
 - i. If the DEVELOPER incorporates Highland Manor into the CITY CENTER PROJECT, the DEVELOPER shall pay all the costs of incorporation, demolition and/or relocation.
 - ii. If the DEVELOPER elects not to incorporate Highland Manor into the CITY CENTER PROJECT on the PROPERTY, then the DEVELOPER shall provide the notice to the CITY in subsection 12.c., below.
- b. Until the use of Highland Manor must cease pursuant to subsection 12.c., below,

the CITY shall:

- i. continue to maintain, use, and operate Highland Manor for its sole use and profits and revenues; and
 - ii. during such period, the property of Highland Manor shall be maintained by the CITY or its tenant or designee.
- c. The DEVELOPER shall provide the CITY a written notice (the "Relocation Notice") that Highland Manor must be demolished or moved within 12 months of the date the Relocation Notice is received by the CITY (the "Relocation Notice Receipt Date"). Within sixty (60) days of the Relocation Notice Receipt Date, the CITY shall confirm in writing to the DEVELOPER that it intends to move the historic portion of Highland Manor to an alternate location (the "Relocation Site"), as determined by the CITY in its sole discretion.
- d. The CITY shall be obligated to complete the relocation and/or demolition of the Highland Manor within twelve (12) months of the Relocation Notice Receipt Date, but in no event earlier than eighteen (18) months after the Effective Date (the "Relocation Date"). If the Highland Manor has not been either demolished or relocated by the Relocation Date, then: (i) the CITY shall be obligated to pay to the DEVELOPER a daily penalty in the amount of Five Hundred Dollars (\$500.00) for each day beyond the Relocation Date that the Highland Manor is not completely demolished and/or removed from its present location to the Relocation Site, and (ii) the DEVELOPER shall have the right to demolish and/or remove Highland Manor from its present location, and the CITY shall be obligated to reimburse the DEVELOPER for all Costs associated with the DEVELOPER's demolition and/or removal of Highland Manor.
- e. The CITY shall manage and direct the relocation and/or demolition of the Highland Manor pursuant to the Relocation Notice, and the CITY shall be solely responsible for all costs and expenses associated with the planning, managing, directing, engineering, services, work, labor, and materials required to demolish all of the Highland Manor or remove the historic portion of Highland Manor to the Agreed Relocation Site.

14. **Roadway Improvements.** The DEVELOPER shall be responsible for the design, planning, engineering, permitting, and construction of:

- a. the roadway, sidewalk, buffer, traffic signalization, turn lane and related improvements at the intersection of South Magee Avenue and State Road 436,

including a right turn deceleration lane westbound at State Road 436 to South Magee Avenue (the "436/Magee Roadway Improvements"); and

- b. all roadway, sidewalk, buffer, traffic signalization, turn lane and related improvements at the intersection of U.S. Highway 441 and East 6th Street (the "441/6th Roadway Improvements").

While the DEVELOPER shall have the responsibility for the foregoing, the CITY shall be solely obligated to pay and/or reimburse all Costs incurred by the DEVELOPER or associated with the roadway improvements specified in subsections a. and b. above, and any other required off-site (*i.e.*, off-PROPERTY) improvements. To the extent allowed pursuant to applicable CITY Rules, the CITY shall pay for the foregoing from a funded escrow account to be established in accordance with an agreement between the DEVELOPER and the CITY which shall consist of funds from the net purchase proceeds received by the CITY in connection with the conveyance of the PROPERTY pursuant to the S&P Agreement and any impact fees paid in connection with the development and improvement of the PROPERTY. The CITY may pursue reimbursement or payment of such roadway improvements costs from the Florida Department of Transportation. In addition, the CITY shall be responsible for the design, planning, engineering, permitting, construction and all costs associated with the planned East 6th Street improvements west of the intersection of U.S. Highway 441 and East 6th Street, which shall be considered a part of the 441/6th Roadway Improvements.

15. **City Financial Obligations.** Unless otherwise specifically listed herein this DEVELOPMENT AGREEMENT, nothing else herein shall be construed or interpreted to:

- a. Pledge the full faith and credit of the City or constitute a general obligation or indebtedness of the CITY;
- b. Constitute a pledge or an agreement to pledge the tax revenues (excluding impact fees) of the CITY or mandate ; or
- c. Waive sovereign immunity of the CITY except as specifically limited for tort claims under Section 768.28, *Florida Statutes*.

16. **Bankruptcy.** In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then DEVELOPER shall be declared to be in material breach of this DEVELOPMENT AGREEMENT and City shall have the right to terminate immediately this Agreement and accelerate, making immediately due and payable, all sums levied against the PROPERTY at the time of the occurrence of an event described in (a) or (b) above. The occurrence of an event described in (a) or (b) above shall not afford any person

the right to refuse, discontinue or defer payment of said sums or to challenge their validity.

17. **Breach.** In the event of a breach, default, or violation of one or more of the provisions of this DEVELOPMENT AGREEMENT by either the DEVELOPER or the CITY, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the CITY or the DEVELOPER, as the case may be, shall have the right to pursue the remedies in Section 18, below; provided, however, if the defaulting party's violation cannot reasonably be cured within the applicable cure period, then the cure period shall not be deemed to have lapsed and such party shall be allowed additional time as is reasonably necessary to cure the violation so long as: (i) the defaulting party commences to cure the violation within the applicable cure period, and (ii) the defaulting party diligently pursues a course of action that will cure the violation and bring the defaulting party back into compliance with this DEVELOPMENT AGREEMENT.

18. **Remedies / Limitations of Action.**

- a. The DEVELOPER and the CITY each agree the sole remedy for breach of this DEVELOPMENT AGREEMENT shall be to specifically enforce the terms and conditions hereof. This provision shall not limit any other rights or remedies the parties have under the S&P Agreement.
- b. The DEVELOPER and the CITY each waive any and all claims or causes of action for monetary damages such party has or may have currently or in the future as to any claim related to, resulting from or stemming from this DEVELOPMENT AGREEMENT.
- c. Neither party shall be entitled to damages based on lost profits, lost revenues, direct, indirect or consequential damages.
- d. Notwithstanding anything to the contrary herein this DEVELOPMENT AGREEMENT, in the event of a breach, default, or violation of one or more of the provisions herein by the DEVELOPER or the CITY, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party.
- e. Additional Rights of the CITY with Respect to DEVELOPER's Breach After Conveyance of the PROPERTY. If DEVELOPER acquires the PROPERTY or any portion thereof from CITY before obtaining all necessary permits to commence vertical construction thereon, and thereafter DEVELOPER materially breaches any of the terms of this DEVELOPMENT AGREEMENT and fails to cure same within the time period specified herein, then CITY, upon written demand (CITY's Notice) to

DEVELOPER, shall have the additional rights below:

1. To require DEVELOPER to re-convey the acquired PROPERTY or any portions thereof: (i) for which such necessary permits have not been obtained, (ii) on which vertical construction or development have not been commenced (or the remaining undeveloped and unsold portion(s) thereof, as the case may be) to the CITY in accordance with the following terms and conditions:
 - i. The date on which the re-conveyance closing will take place shall be mutually agreed to by CITY and DEVELOPER, but in no event later than sixty (60) days following the DEVELOPER's receipt of CITY's Notice.
 - ii. The re-conveyance price to be paid by CITY to DEVELOPER shall be the lesser of: (i) the amount the CITY was paid by DEVELOPER for the PROPERTY or any portion thereof (per square foot) to be re-conveyed, or (ii) the amount the CITY was paid by DEVELOPER for the PROPERTY or any portion thereof (per square foot) to be re-conveyed, less the amount of any liens or mortgages thereon. If the amount of any outstanding lien(s) or mortgage(s) exceed the amount the CITY was paid by DEVELOPER for the PROPERTY or any portion thereof (per square foot) to be re-conveyed to CITY, the balance of such lien(s) or mortgage(s) shall be paid by DEVELOPER prior to or at closing on the re-conveyance.
 - iii. Re-conveyance shall be by special warranty deed, free and clear of any liens or encumbrances other than (a) those matters of record which exist on the date of closing of the DEVELOPER's acquisition of the PROPERTY, (b) customary easements or service agreements entered into between DEVELOPER and the providers of utility services, including but not limited to electric, water, sewer, and telecommunications services, and (c) such other matters which do not impair the marketability of title to the property.
 - iv. DEVELOPER shall, at no expense to the CITY, convey all studies, reports, test and audit results, engineering work, surveys, design and construction plans and working drawings, and all other materials pertaining to development of the PROPERTY.
 - v. The CITY may demand payment from DEVELOPER to remove any

construction liens encumbering the PROPERTY.

2.

The rights and remedies under Section 18(e) of this DEVELOPMENT AGREEMENT are entirely optional and shall be exercised by CITY only in its sole discretion without any obligation to do so. The CITY shall be obligated, within ten (10) days following the written request of the DEVELOPER, to provide an executed estoppel certificate or letter, in a form reasonably required by any lender or non-affiliated third party purchaser, confirming whether there currently exists any uncured violations by the DEVELOPER hereunder and whether the CITY's reconveyance rights have been triggered with respect to the PROPERTY or any specified portion thereof.

19. **Authority.** Each party represents and warrants to the other parties that it has all necessary power and authority to enter into and consummate the terms and conditions of this DEVELOPMENT AGREEMENT, that all acts, approvals, procedures, and similar matters required in order to authorize this DEVELOPMENT AGREEMENT have been taken, obtained, or followed, as the case may be, and that, upon the execution of this DEVELOPMENT AGREEMENT by all parties, this DEVELOPMENT AGREEMENT shall be valid and binding upon the parties hereto and their successors in interest and assigns.

20. **Effective Date.** This DEVELOPMENT AGREEMENT shall become effective on the date last signed by any of the parties (the "Effective Date") and shall expire on the thirtieth (30th) anniversary of the Effective Date.

21. **Validity.** If any portion of this DEVELOPMENT AGREEMENT is determined by final order or judgment by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the DEVELOPMENT AGREEMENT shall continue in full force and effect.

22. **Notices.** Any notices required or permitted under this DEVELOPMENT AGREEMENT, and copies thereof, shall be addressed to the CITY and the DEVELOPER at the following addresses, or at such other addresses designated in writing by the party to receive notice.

CITY: HONORABLE Joe Kilsheimer, or his successor
Mayor for the City of Apopka
120 East Main Street
Post Office Drawer 1229
Apopka, Florida 32704-1229
Facsimile: 407-703-1705; Email: girby@apopka.net

With a copy to: CITY ADMINISTRATOR
CITY CLERK
120 East Main Street
Post Office Drawer 1229
Apopka, Florida 32704-1229

CITY LEGAL COUNSEL
Clifford B. Shepard, Esq.
Shepard, Smith and Cassady, P.A.
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751
Facsimile: 407-622-1884; E-mail: cshepard@shepardfirm.com

DEVELOPER: DEVELOPER Apopka City Center, LLC, a Florida limited liability company; Attn: Jeffrey K. McFadden
610 North Wymore Road, Suite 200
Maitland, Florida 32751
Facsimile: 407-539-6181; Email: jmcfadden@tiholdings.com

With a copy to: Keating & Schlitt, P.A., Attn: John Kingman Keating
250 East Colonial Drive, Suite 300
Orlando, Florida 32801
Facsimile: 407-425-6345; Email: jkk@keatlaw.com

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

23. **Entire Agreement.** This DEVELOPMENT AGREEMENT embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all

negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this DEVELOPMENT AGREEMENT by all parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.

24. **Assignment.** Neither this DEVELOPMENT AGREEMENT nor any of the parties' rights and obligations hereunder shall be assignable or assigned by any party hereto without prior written consent of the other party; provided however, that the DEVELOPER may assign this DEVELOPMENT AGREEMENT to any affiliated or related entity or any entity obtaining DEVELOPER rights herein through a merger or acquisition. The rights granted to DEVELOPER under this DEVELOPMENT AGREEMENT relate specifically to the PROPERTY and are not permitted to be transferred to any other property.

25. **Binding Effect and Successors.** This DEVELOPMENT AGREEMENT shall run with the Property and the rights and the obligations under this DEVELOPMENT AGREEMENT shall benefit, burden, and bind the successors, heirs and assigns of all parties to this DEVELOPMENT AGREEMENT. In the event of the assignment of this DEVELOPMENT AGREEMENT, or the conveyance or transfer of the PROPERTY, the DEVELOPER shall be and remain liable for performance of the obligations under this DEVELOPMENT AGREEMENT until such time as a written release is obtained from the CITY.

26. **Amendment.** Except as otherwise provided herein, this DEVELOPMENT AGREEMENT may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the CITY and the DEVELOPER.

27. **Governing Law, Venue and Jurisdiction.** This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this DEVELOPMENT AGREEMENT shall be in the Circuit Court in and for Orange County, Florida, and both parties consent to and acquiesce to the jurisdiction of the State Courts for the State of Florida for any and all claims or dispute concerning any legal or equitable action arising out of, stemming from or relating to this DEVELOPMENT AGREEMENT, any approval, action or event emanating therefrom in the present or the future and for any declaratory action under Chapter 86, Florida Statutes (2015).

28. **Time.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this DEVELOPMENT AGREEMENT; provided however, that the computation of time for DEVELOPER'S obligations herein shall be tolled for any delays caused by acts of God, strikes, local and national emergency, material shortage, transportation delays, moratoriums, condemnations and other events beyond DEVELOPER'S control.

29. **Captions.** The captions or paragraph headings of this DEVELOPMENT AGREEMENT are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this DEVELOPMENT AGREEMENT.


30. **Recording.** Within fourteen (14) days after the execution of this DEVELOPMENT AGREEMENT by the parties, the CITY shall record this DEVELOPMENT AGREEMENT among the Public Records of Orange County, Florida, with the cost thereof to be borne by the DEVELOPER; provided, however, that any delay in recording shall not affect the validity of this DEVELOPMENT AGREEMENT.


31. **Independent Parties.** CITY and DEVELOPER are not partners and this DEVELOPMENT AGREEMENT is not a joint venture and nothing in this DEVELOPMENT AGREEMENT shall be construed to authorize the CITY or DEVELOPER to represent or bind the any other party to matters not expressly authorized or provided in this DEVELOPMENT AGREEMENT.

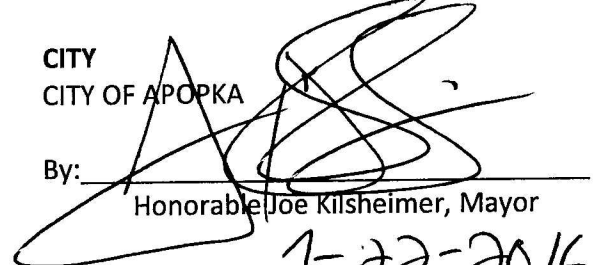
32. **No Third-Party Beneficiaries.** Nothing in this DEVELOPMENT AGREEMENT, express or implied, is intended to or will be construed to confer on any person, other than the parties of this DEVELOPMENT AGREEMENT, any right, remedy, or claim with respect to this DEVELOPMENT AGREEMENT.

IN WITNESS WHEREOF, the CITY Commission of the CITY of Apopka, Florida, a Florida municipal corporation, and DEVELOPER, Apopka City Center, LLC, a Florida limited liability company, have caused this DEVELOPMENT AGREEMENT to be executed as of the date set forth adjacent to their signatures below, and the AGENCY, the City of Apopka Community Redevelopment Agency, hereby joins in and consents to this DEVELOPMENT AGREEMENT.

WITNESSES:

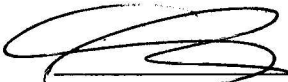

WITNESS SIGNATURE
Mary Loren
WITNESS NAME PRINTED


WITNESS SIGNATURE
Linda E. Goff
WITNESS NAME PRINTED

CITY
CITY OF APOPKA
By: 
Honorable Joe Kilsheimer, Mayor
Date Executed: 1-22-2016


AGENCY

THE CITY OF APOPKA COMMUNITY
REDEVELOPMENT AGENCY




WITNESS SIGNATURE
Merry Lovern

WITNESS NAME PRINTED

By: 

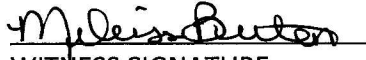
Honorable Joe Klisheimer, Chairman
Date Executed: 7-22-2016



WITNESS SIGNATURE
Linda F. Goff


WITNESS NAME PRINTED

WITNESSES:



WITNESS SIGNATURE
Melissa Burton

WITNESS NAME PRINTED

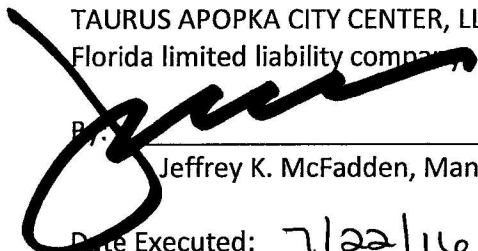


WITNESS SIGNATURE
Releigh A. Brower

WITNESS NAME PRINTED

DEVELOPER

TAURUS APOPKA CITY CENTER, LLC, a
Florida limited liability company

By: 

Jeffrey K. McFadden, Manager
Date Executed: 7/22/16

EXHIBIT "A" - LEGAL DESCRIPTION OF PROPERTY**Note: Has not been adjusted to account for increase in Pond acreage**

| No. | Parcel ID | Property Address | City | State | Zip | Estimated Acreage |
|-----|----------------------|------------------|--------|-------|-------|-------------------|
| 1 | 10-21-28-0000-00-063 | 611 E Main St | Apopka | FL | 32703 | 6.42 |
| 2 | 10-21-28-8652-03-020 | 604 E Main St | Apopka | FL | 32703 | 11.41 |
| 3 | 10-21-28-8652-01-041 | 806 E 6th | Apopka | FL | 32703 | 0.33 |
| 4 | 10-21-28-0000-00-065 | 325 S MCGEE AVE | Apopka | FL | 32703 | 1.12 |
| 5 | 10-21-28-0000-00-066 | 805 E 6TH ST | Apopka | FL | 32703 | 1.44 |
| 6 | 10-21-28-8652-04-020 | 506 S MCGEE AVE | Apopka | FL | 32703 | 0.82 |
| 7 | 10-21-28-8652-04-032 | 508 S MCGEE AVE | Apopka | FL | 32703 | 0.34 |
| 8 | 15-21-28-0000-00-001 | 461 E 7th ST | Apopka | FL | 32703 | 10.01 |
| 9 | 15-21-28-6756-00-191 | none | Apopka | FL | 32703 | 2.81 |
| | | | | | | 34.70 |

- BEG 726.5 FT E OF SW COR OF NW1/4 OF SE1/4 RUN E 506 FT N 638.5 FT W 506 FT S 638.5 FT TO POB IN SEC 10-21-28 (LESS S 63 FT FOR RD & LESS PT ON S TAKEN FOR R/W PER 5515/2383 CI 98-2740)
- L F TILDENS ADDITION TO APOPKA A/140 BEG 256 FT N OF SW COR OF LOT 2 RUN N 173.88 FT NELY ALONG CURVE 31.34 FT E 207.08 FT S 211.38 FT W 71 FT N 17.18 FT W 156 FT TO POB BEING PT OF LOTS 1 & 2 BLK C & A PARCEL OF LAND MEASURING 160 FT E & W BY 95 FT N & S IN SW COR OF LOT 3 BLK C & THAT PART OF SE1/4 DESC AS BEG 71 FT E OF NW COR LOT 1 BLK C OF TILDENS ADD TO APOPKA A/140 RUN E 154.9 FT S 15 FT E 290 FT S 120 FT W 200 FT S 165 FT E 207.28 FT S 496.95 FT W 520.11 FT N 98 FT E 160 FT N 500.34 FT E 156 FT S 17.89 FT E 70.89 FT N 211.21 FT TO POB (LESS LIFT STATION SITE) & (LESS PT TAKEN ON N FOR R/W PER OR 5753/4449 CI98- 2847) IN SEC 10-21-28 SEE 1448/209 3736/2490 5185/1607 5193/309 & 3003 5246/775 5283/488 & 491 5326/1235
- L F TILDENS ADDITION TO APOPKA A/140 LOT 4 LYING S OF STATE RD BLK A
- E 243 FT OF W 418 FT OF S 258 1/2 FT OF NW1/4 OF SE1/4 (LESS RD ON W PER 3138/402 & LESS S 40 FT FOR RD) SEC 10-21-28
- E 308.5 FT OF W 726.5 FT OF S 258.5 FT OF NW1/4 OF SE1/4 SEC 10-21-28 (LESS RD ON S)
- L F TILDENS ADDITION TO APOPKA A/140 THE S 127.58 FT OF LOT 2 & N 117 FT OF LOT 3 BLK D
- L F TILDENS ADDITION TO APOPKA A/140 THE S 100 FT OF N 217 FT OF LOT 3 BLK D
- BEG SE COR OF SW 1/4 OF SEC 10-21-28 TH S 531.25 FT TH W 252.04 FT TO THE ELY R/W OF ALABAMA AVE TH N01-46-38W 111.31 FT ALONG SAID R/W TH N 420.41 FT TH N89-54-29W 3.51 FT TH N00-13-28E 21.67 FT TH S89-10-03E 90.22 FT TH N00-12-03E 120.69 FT N89-35-35W 89.22 FT TO E R/W LINE OF ALABAMA AVE TH N00-13-26E 294.46 FT TH S89-43-12E 252.57 FT TH N00-30-00W 21.42 FT TH N90E 147 FT S00-30-00E 13.74 FT TH 90E 299.39 FT TH S 442.99 FT TH N90W 442.53 FT TO POB
- COMM NE CORNER OF NW 1/4 OF SEC 15-21-28 TH S 531.25 FT TO POB TH S 141 FT TH S90E 160.95 FT TH S 30 FT TO A NON-TAN INTERSECTION WITH A CURVE CONC TO E WITH A RADIUS OF 85.62 FT AND A CENT ANGLE OF 72-23-29 AND A CHORD BEARING S08-42-07W 101.13 FT TH S26-27-43W 33.32 FT TH S56-26-00E 150 FT TH S33-34-00W 140 FT TH N56-26-00W 294.89 FT TO POC CONC NE W/RADIUS OF 407.15 FT AND A CENT ANGLE OF 55-50-42 AND A DIST OF 396.84 FT TH N01-46-38W 3.69 FT TH N90E 252.04 FT TO POB

EXHIBIT "B" – POND LEGAL DESCRIPTION**Note: Has not been adjusted to account for increase in Pond acreage**

Parcel 110-R-part
Parcel 194-part, Parcel 195

Road Section 7502-105
Road Section 75120-2502

A portion of land lying in the Southeast $\frac{1}{4}$ of Section 10, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of Lot 3, Block "B", L.F. Tilden's Addition to Apopka City, as recorded in Plat Book "A", Page 140, Public Records of Orange County, Florida, also being a point of intersection of the existing Right-of-Way line of State Road 500, U.S. Highway 441 as shown on the Florida Department of Transportation Right-of-Way Map for State Road 436, Section No. 75120-2506, Sheet 3 of 17, Dated June 1996; thence North $00^{\circ}10'44''$ East, 497.64 feet along the West line of said Block "B" and the East line of Lot 2, Townsend's Plantation as recorded in Plat Book 26, Page 145, Public Records of Orange County, Florida, also being the existing Right-of-Way line of said State Road 500, U.S. Highway 441 to a point of intersection on the Easterly line of said Lot 2, also being a point of intersection of said existing Right-of-Way line of State Road 500, U.S. Highway 441; thence along said Lot 2 Easterly lot line and said existing Right-of-Way line of State Road 500, U.S. Highway 441 the following four (4) courses and distances; South $89^{\circ}57'19''$ West, 207.30 feet; thence North $00^{\circ}02'27''$ West, 164.96 feet; thence North $89^{\circ}56'41''$ East, 200.02 feet; thence North $00^{\circ}02'50''$ West, 80.66 feet to a point of intersection of said East line of Lot 2, the existing Right-of-Way line of said State Road 500, U.S. 441, with a point on a non-tangent curve concave Southerly, having a radius of 2,053.48 feet, a central angle of $14^{\circ}51'20''$ and a chord bearing and distance of South $72^{\circ}12'18''$ East, 530.93 feet; thence along said existing Right-of-Way line the following four (4) courses and distances; along the arc of said curve 532.42 feet; thence North $25^{\circ}13'22''$ East, 10.00 feet to a point on a non-tangent curve concave Southerly, having a radius of 2,063.48 feet, a central angle of $12^{\circ}56'18''$ and a chord bearing and distance of South $58^{\circ}18'29''$ East, 464.98 feet; thence along the arc of said curve 465.97 feet to the point of tangency; thence South $51^{\circ}50'20''$ East, 243.37 feet to the West Right-of-Way line of an Unnamed Street being between Blocks "A" and "B", also being the East line of said Lot 4, Block "B", said Plat Book "A", Page 140; thence South $00^{\circ}59'38''$ West, 202.14 feet along said line to the Southeast corner of said Lot 4, Block "B"; thence along the South line of said Lot 4, also being the North Right-of-Way line of East 6th Street said Plat Book "A", Page 140, North $89^{\circ}38'53''$ West, 1,087.40 feet to the POINT OF BEGINNING.

Containing: 617,295 square feet or 14.171 acres more or less.

Being a portion of the lands described and recorded in Official Records Book 1914, Pages 332 to 333. Together with a portion of the lands described and recorded in Official Records Book 281, Pages 55 to 57 of the Public Records of Orange County, Florida.

AND

A portion of land lying in the Southeast $\frac{1}{4}$ of Section 10, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of Lot 4, Block "A", L.F. Tilden's Addition to Apopka City, as recorded in Plat Book "A", Page 140, Public Records of Orange County, Florida, said point being the intersection of the North Right of Way line of East 6th Street as recorded in said Plat Book "A", Page 140, and the East Right of Way line of said Unnamed Street being between Blocks "A" and "B", also being the West line of said Lot 4, Block "A" of said Plat Book "A", Page 140; thence North $00^{\circ}59'38''$ East, 136.23 feet along said line to a point of intersection of said East Right-of-Way line with the existing Right-of-Way line of State Road 500, U.S. Highway 441 as shown on the Florida Department of Transportation Right-of-Way Map for State Road 436, Section No. 75120-2506; thence along said existing Right-of-Way line the following three (3) courses and distances; South $51^{\circ}50'20''$ East, 79.67 feet; thence South $62^{\circ}02'34''$ East, 152.41 feet; thence South $51^{\circ}50'20''$ East, 27.34 feet to a point of intersection with the North Right-of-Way line of said East 6th Street also being the South line of said Lot 4 and Lot 5, Block "A" said Plat Book "A", Page 140; thence North $89^{\circ}38'53''$ West, 221.13 feet along said line to the POINT OF BEGINNING.

Containing: 14,355 square feet or 0.329 acres, more or less.

Being the lands described in Final Judgment dated November 18th, 1970, Civil Action No. 70-1115 of the Public Records of Orange County, Florida.

EXHIBIT "C" – MAP OF THE CITY CENTER PROJECT

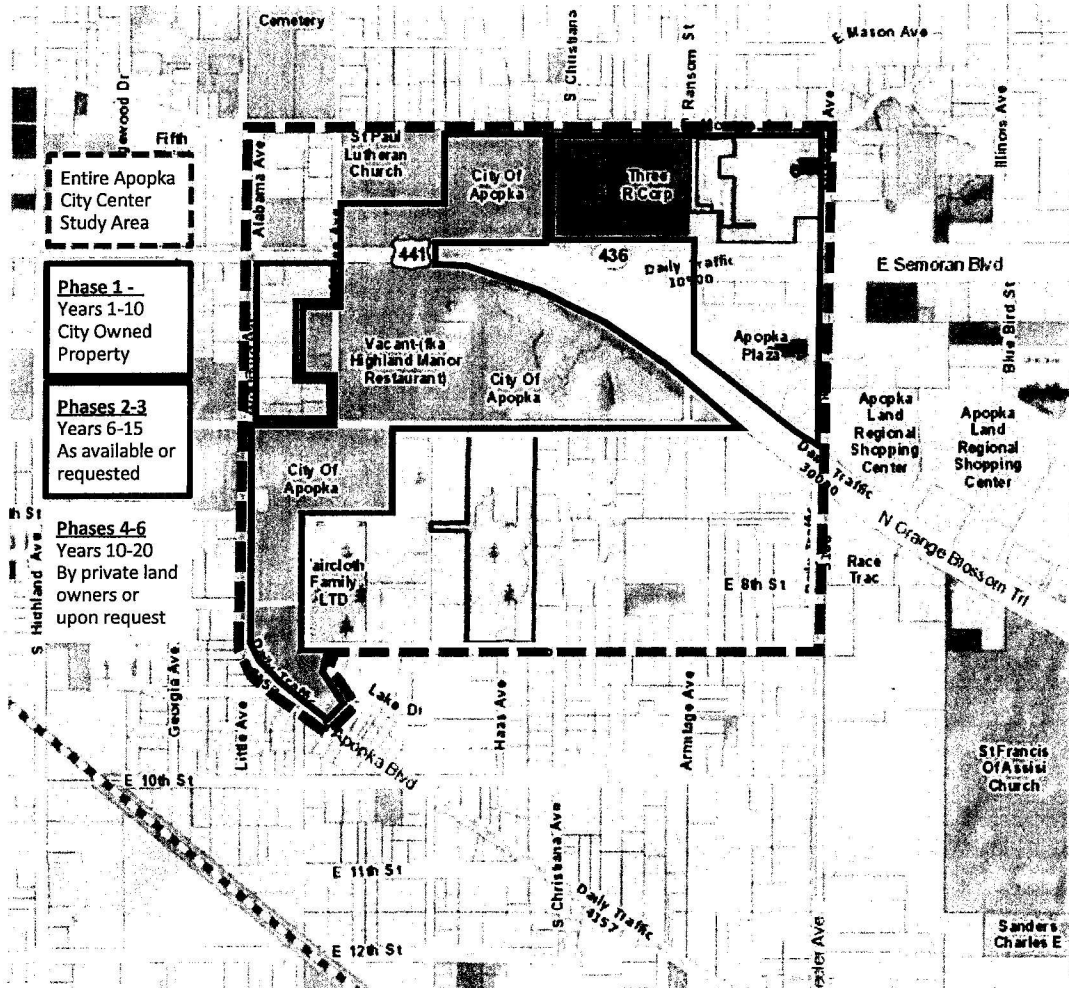
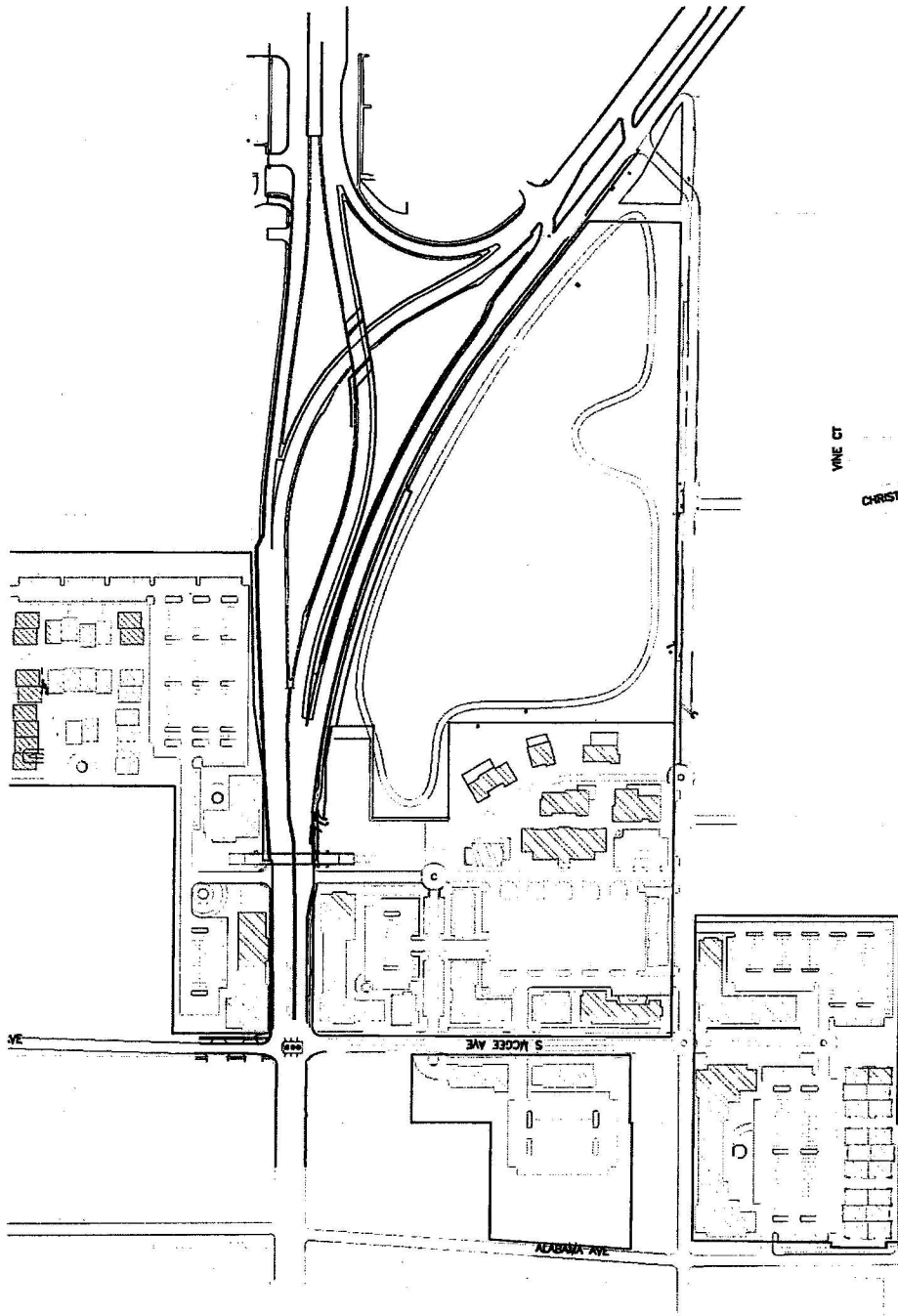


EXHIBIT "D" – Master Plan



01 APOKA MASTER DEVELOPMENT PLAN- ENLARGED
1" = 200'

EXHIBIT "E"

CITY CENTER PROJECT

DEVELOPMENT STANDARDS AND DESIGN CONDITIONS

| | |
|---|--|
| | |
| 1 | Architectural and Development Design Manual shall be submitted to and approved by the City prior to the submittal of the first building permit, and shall embrace Florida Vernacular architectural theme unless otherwise approved by the City Council. The manual shall address parking garages, Project area entrance\gateway features, dumpster pad and trash enclosure screening, drive-through facilities, trash receptacles, outdoor lighting stanchions, public plaza and gathering places, public art, and appurtenances such as benches, outdoor railings, and trash dispensers. The City's architectural design consultant shall review all exterior architectural renderings and make a determination of consistency with the Architectural Design Manual with an appeals reviewed by City Council. The design manual shall also address building mass and orientation. |
| 2 | Restaurants – A minimum of 30,000 square feet of floor area shall be occupied by restaurant business. A minimum of two (2) restaurants shall provide full table service, sit-down dining in a stand-alone building with a minimum floor area of 6,500 square feet (exclusive of outdoor seating) and shall offer at least lunch and dinner time fare. All restaurants shall provide covered outdoor seating unless otherwise determined by the Community Development Director that the location is not suitable for outdoor seating. |
| 3 | All restaurants with a drive-through must have in-store dining facilities. No more than three restaurants may have drive-through facilities. Only one drive-through lane allowed per restaurant (Tandem service station may occur within the drive-through lane). All drive-through service stations and windows shall be screened from Main Street and 6 th Street. No restaurants with drive-throughs may be of the fast food variety that does not typically prepare food to order. Examples include but are not limited to McDonalds, Burger King, Wendy's, Popeye's, KFC, Chic-Fil-A, Taço Bell, etcetera. |
| 4 | Drive-through facilities at banks or financial institutions shall not exceed two service stations. |
| 5 | Parking Plan. A parking plan and study shall be provided prior to construction of more than 20,000 square feet of non-residential development. The parking plan shall demonstrate that sufficient on-site and on-street parking is available within 500 feet of the project boundary for Project employees and patrons. |
| 6 | No more than 20,000 square feet of office space shall be constructed until a full table service, sit down restaurant (6,500 sq. ft min.) is also under construction. |
| 7 | Building Mass: Any single-story commercial retail building shall not exceed 65,000 square feet floor area. |
| 8 | North of Sixth Street and south of Main Street: Residential development is not allowed on the first floor of buildings. |

| | |
|----|--|
| 9 | All residential apartments or townhomes shall be developed as luxury or up-scale rental or condominium dwellings and shall include the following features: ability to access Wireless High Speed Internet Access in the units, balcony or porch, walk-in showers, energy-efficient appliances, full-size washer and dryer machines, walk-in closets, and minimum 9-foot high ceilings; and the complex shall include bicycle storage areas. No laundry center allowed. Enclosed garage or covered parking spaces are encouraged. |
| 10 | Any hotel be interior room access only and shall have a minimum of 70 keyed bedrooms and shall at minimum provide a lobby, customer lounge, business center, and a meeting room. |
| 11 | Office: A minimum of 25,000 square feet and a maximum of 100,000 square feet of office space is allowed within the Project. |
| 12 | Building Orientation. All buildings located near Main Street or streets internal to the project shall be oriented with the front of the building facing the street. |

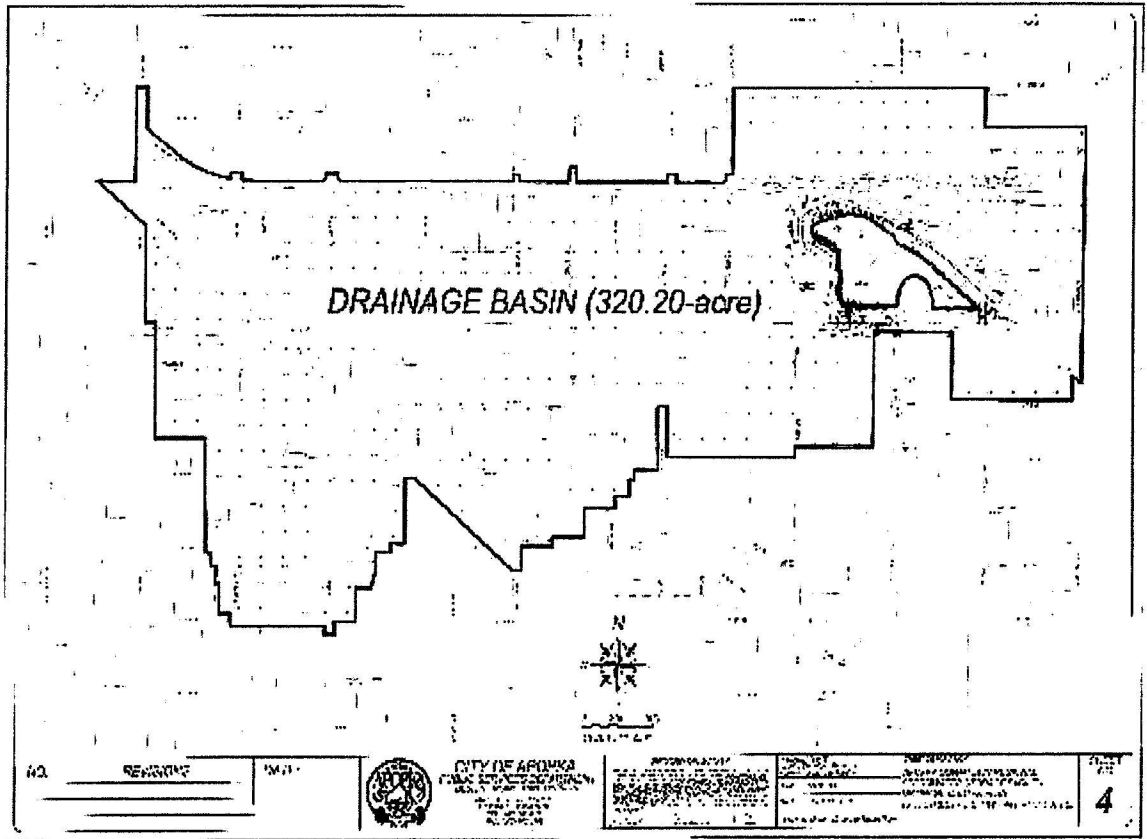
EXHIBIT "F" – PERMITTED USES

1. Residential Multi-Family (non-subsidized, market rent)
2. Assisted Living Facilities
3. Professional Office/Institutional
4. Commercial Neighborhood
5. Retail Commercial
6. General Commercial, including but not limited to:
 - a. medical
 - b. entertainment
 - c. hotel
 - d. restaurant and bar facilities
7. Parks and Recreation
8. Mixed-Use
9. Planned Unit Development

EXHIBIT "G" – NON-PERMITTED USES

1. Dollar Store(s),
2. Tattoo parlors;
3. Any state or governmental office;
4. Plasma offices;
5. Adult motel, Adult Performance Establishment, Adult Theater, Adult booths, Adult bookstore, adult video store, Adult Entertainment, Adult Entertainment Establishment(s) Establishment as defined in the City Code, Sec 10-98, as amended, or as defined in the Orange County Code, as amended, or any business that displays, sells or provides Adult Material or Adult Model services as defined in Sec 10-98 of the City Code;
6. Billboards or Outdoor Display advertising boards or pole mounted structures;
7. Cell towers (except roof-mounted);
8. Recycling, refuse or garbage facilities or substations (excluding individual trash receptacles);
9. Outdoor storage of equipment;
10. Automotive sales or service;
11. Automotive parts sales;
12. Gas stations;
13. Religious Facilities or Churches;
14. Rental Car Storage, except for 10 spaces may be designated for use at a satellite office at the hotel.
15. Fast food restaurants (defined as those that do not typically prepare food to order). Examples include but are not limited to McDonalds, Burger King, Wendy's, Popeye's, KFC, Chic-Fil-A, Taco Bell, etcetera.

EXHIBIT "H" – DRAINAGE BASIN





TAURUS INVESTMENT HOLDINGS, LLC
610 N. WYMORE ROAD, SUITE 200, MAITLAND, FLORIDA, USA 32751

July 22, 2016

Via: Courier/Hand Delivery

Honorable Joe Kilsheimer, Mayor
Mr. Mark Reggentin
City of Apopka
120 East Main Street
Apopka, FL 32703

Re: Development Agreement between City of Apopka, Florida and Taurus Apopka City Center LLC.
Apopka City Center

Dear Mayor Kilsheimer & Mr. Reggentin,

Please find enclosed two (2) original Development Agreements executed on behalf of Taurus Apopka City Center, LLC.

Please have signed and witnessed on behalf of the City of Apopka and return one (1) fully executed original to my attention at 610 N. Wymore Road, Suite 200, Maitland, FL 32751.

Should you have any questions please don't hesitate to contact me.

Sincerely,

Melissa Burton
Director of Leasing

Direct: 321.214.3013
Email: mburton@tiholdings.com

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "DEVELOPMENT AGREEMENT") is made this 22nd day of July, 2016, by and between the CITY OF APOPKA, FLORIDA, a Florida municipal corporation (the "CITY") and TAURUS APOPKA CITY CENTER, LLC, a Florida limited liability company (the "DEVELOPER"), joined by the CITY OF APOPKA COMMUNITY REDEVELOPMENT AGENCY (the "AGENCY") for purposes of memorializing its agreement and consent hereto.

WITNESSETH:

WHEREAS, CITY is the owner of approximately 34 acres of land located near the intersection of State Road 436 and U.S. Highway 441 as more particularly described on the attached **Exhibit "A"** (the "PROPERTY"); and

WHEREAS, adjacent to the PROPERTY, CITY is the owner of the Downtown Regional Stormwater Storage Facility (the "POND") containing 14.71 and 0.329 acres, which POND is more particularly described on the attached **Exhibit "B"**; and

WHEREAS, the PROPERTY and POND are located within the CITY's Downtown Development Overlay Zoning District (the "OVERLAY DISTRICT") which contains overlay design standards, permitted uses and prohibited uses, and height limitations among its provisions; and

WHEREAS, the CITY desires to integrate the PROPERTY, and POND, and potentially other properties into a common development site for a City Center as described in the map attached hereto and incorporated as **Exhibit "C"** (the "CITY CENTER PROJECT"), and allow the DEVELOPER to develop the PROPERTY in accordance with this Development Agreement and the Master Plan (as hereinafter defined); and

WHEREAS, pursuant to Fla. Stat. § 163.380 the CITY issued and advertised a Request for Proposals (the "RFP") for the CITY CENTER PROJECT for (i) a developer to design, permit, and plan the portion of the CITY CENTER PROJECT located on the PROPERTY, (ii) a developer to develop, construct, own and operate the PROPERTY and all development and improvements to be located thereon, (iii) the CITY to grant, bargain and convey the PROPERTY to a developer, and (iv) the CITY to develop and solely fund certain public assembly features and open space constructed on the POND, with planning and construction management assistance from the developer; and

WHEREAS, the DEVELOPER submitted to the CITY the only response to the RFP (the "PROPOSAL"); and

WHEREAS, the DEVELOPER, as Buyer, and the CITY, as Seller, have executed that certain

Agreement for Sale and Purchase of the PROPERTY dated February 3, 2016, as amended (the "S&P Agreement"), which anticipates the execution of a development agreement, in order to, among other things, set forth the design, phases, terms and conditions for the development of the PROPERTY; and

WHEREAS, it is the intention of the parties that this DEVELOPMENT AGREEMENT guide the development of the PROPERTY as a mixed-use project which incorporates the POND as a (i) non-exclusive stormwater pond to serve the PROPERTY, while still serving other properties in the OVERLAY DISTRICT as set forth previously by CITY, and (ii) a public assembly recreational space located on the POND, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and the Master Plan referenced herein below (collectively the "CITY CENTER PROJECT"); and

WHEREAS, the CITY confirms that this Development Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; all CITY Rules; other controlling law; and the City's police powers, and is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220-163.3243, *Florida Statutes*; and

WHEREAS, the CITY and the DEVELOPER desire to enter into this DEVELOPMENT AGREEMENT to memorialize certain promises, agreements, covenants and expectations pertaining to the development of the PROPERTY, and other matters as provided for herein and the AGENCY desires to join this DEVELOPMENT AGREEMENT to memorialize its agreement and consent hereto.

NOW THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DEVELOPER and the CITY agree as follows:

1. **Recitals**. The above Recitals are true and correct and are incorporated herein as material provisions of this DEVELOPMENT AGREEMENT.

2. **Costs**. The term "Cost" or "Costs" when used as capitalized terms in this DEVELOPMENT AGREEMENT shall mean the actual cost incurred by the DEVELOPER or its affiliated contractor or construction manager, or the CITY, without any mark-up, overhead, management fees or profit added by the DEVELOPER or its affiliated contractor or construction manager, or the CITY. When used without capitalization, the term "cost" or "costs" shall have its ordinary and customary meaning.

3. **Master Plan**. The PROPERTY shall be developed in accordance with this

DEVELOPMENT AGREEMENT, the Master Plan setting forth the general layout, phasing and uses for the PROPERTY, including narrative notes, as set forth on the attached composite Exhibit "D." The Master Plan may be modified in accordance with this DEVELOPMENT AGREEMENT. The area of the Master Plan which encompasses the portion of the South Magee Avenue right-of-way south of U.S. Highway 441 and north of East 6th Street shall provide for a reservation of land sufficient to allow 3 lanes of vehicular traffic, with sidewalks and bike paths and any required portions of the Property outside of the then existing public right-of-way (the "441/6th Street ROW Area") shall be dedicated by the CITY, at no cost to DEVELOPER, at the time of the platting or approval of the Final Development Plan for the adjacent portions of the Property. The 441/6th Street ROW Area shall be excluded from any portion of the PROPERTY purchased by the DEVELOPER and DEVELOPER shall not be obligated to pay anything for such excluded 441/6th Street ROW Area and the CITY shall dedicate the 441/6th Street ROW Area for the foregoing purpose. The CITY shall also pay the cost associated with all required planning, engineering, and construction for the foregoing public right-of-way, sidewalks and bike paths.

- a. By its acceptance and approval of this DEVELOPMENT AGREEMENT and the Master Plan, the CITY has made a determination that the DEVELOPMENT AGREEMENT and the Master Plan are compatible, consistent and in compliance with the applicable provisions of the CITY Comprehensive Plan (the "Comp Plan"), the CITY Future Land Use Map (the "FLUM"), and applicable provisions of the CITY Land Development Code (the "City Code") Regulations, Ordinances or Resolutions, and any amendments or modification thereto (the "CITY Rules"), and that the development of the PROPERTY pursuant to the Master Plan in accordance herewith, is allowed by the Comp Plan, FLUM and other CITY Rules. The development of the PROPERTY shall be subject to the Comp Plan, FLUM and CITY Rules in effect as of the Effective Date, unless otherwise permitted by law to carry out the rights, interests and intent of this DEVELOPMENT AGREEMENT. Furthermore, the execution of this DEVELOPMENT AGREEMENT shall constitute the CITY'S approval of the Master Plan as a concept plan and a preliminary development plan pursuant to the CITY Rules, with the DEVELOPER required to submit and obtain approval of a final development plan, as provided in the CITY Rules, prior to the development of any specified portion, phase or parcel of the PROPERTY, and which final development plan shall only be required to encompass such specified portion, phase or parcel.
- b. As further described in the Master Plan, the PROPERTY AND POND shall be a mixed-use development with a variety of complimentary and integrated land uses and zoning categories, including (i) those uses allowed in the OVERLAY DISTRICT as provided in Section 3.03.00 of the City Code, (ii) that incorporate and follow the City Center Project Development Standards and Design which are attached hereto and incorporated herein as Exhibit "E", (iii) the additional permitted uses listed on

the attached as Exhibit "F", and (iv) excluding the prohibited uses listed in Section 3.03.00 of the City Code and the additional prohibited uses listed on the attached Exhibit "G".

4. **Property Additions to Master Plan.** The Master Plan may be amended to include, in addition to the PROPERTY, other lands surrounding the PROPERTY (the "Additional Land") the owners of which may opt-in to the Master Plan as provided herein; provided such Additional Lands are opted-in to the Master Plan on or before sixty (60) months after the completion by the CITY of all roadway improvements at S.R. 436 and Magee]. Notwithstanding the foregoing, the DEVELOPER shall only be responsible for the development of the PROPERTY and except for the design of the initial Master Plan shall have no other obligation to any other property owner of such Additional Land. Moreover, without the express written consent of the DEVELOPER no amendment or enlargement of the Master Plan shall occur which adversely affects, impedes or devalues the development, construction, ownership, use, leasing and operation of the improvements on the PROPERTY in accordance herewith. When any owner of Additional Land desires to include and develop such Additional Land as part of the CITY CENTER PROJECT, such landowner shall apply to CITY to amend the Master Plan as provided herein, which amendment or enlargement of the Master Plan shall not adversely affect, impede or devalue the development, construction, ownership, use, leasing and operation of the improvements on the PROPERTY by the DEVELOPER.

5. **Amendment to Master Plan.** The Master Plan may be changed and amended as follows:

- a. The DEVELOPER may apply to the CITY to adjust the size and location of the phases as depicted on the Master Plan and shall have the right to develop, improve, market and/or sell phases or portions of the PROPERTY in a single phase or as many separate phases, phasing plans, parcels or portions and in any order as determined by the DEVELOPER and approved by the CITY. The foregoing may be reflected in applications or requests for final development plans submitted to the CITY. Other than the foregoing, the DEVELOPER and the CITY shall have the right to request an amendment or modification to the Master Plan at any time and if the DEVELOPER and the CITY agree on any such amendment or modification, it shall be reflected in a written amendment to this DEVELOPMENT AGREEMENT.
- b. Upon request and application of any owner of Additional Land who is not the DEVELOPER who requests to be included in the Master Plan, which application shall be (i) at the sole cost of the landowner, (ii) subject to approval at a public hearing of CITY, (iii) only after notice under Section 22, below to DEVELOPER has been provided 60 days prior to any such public hearing, and (iv) whom shall be required to execute its own development agreement with CITY to cover the

subject matter contained herein and whatever additional requirements CITY may impose.

6. **Site Specific Development.**

- a. For each specified portion, phase or parcel of the PROPERTY designated in the Master Plan, a final development plan must be approved by CITY Staff prior to the issuance of the building permit.
- b. In developing any particular phase, portion or parcel of the PROPERTY, the DEVELOPER shall be obligated to construct only the infrastructure and amenities contained within that phase, portion or parcel of the PROPERTY, and shall not be required to construct infrastructure and amenities extending beyond such phase, portion or parcel.
- c. Notwithstanding subsection b. above, each phase, portion or parcel of the PROPERTY in combination with previous phases must be able to exist on its own with respect to necessary access, parking, signage and utilities.
- d. The first phase of the development of the PROPERTY shall include at least one of the required sit-down, stand alone restaurants described in Exhibit "E" to this DEVELOPMENT AGREEMENT.

7. **Payment of Applicable Fees.** The DEVELOPER shall be required to pay any and all impact fees, reservation utility fees (if any), infrastructure and subdivision improvement guarantees, sureties, letters of credit, etc. specifically and directly applicable to uses on the specific phase, portion or parcel of the PROPERTY for which plan approvals and site development and subdivision improvements permits are being issued, and only upon the issuance of such permits and not prior to such issuance. DEVELOPER shall pay impact fees at the time of permit issuance consistent with the CITY Rules and in any case not to exceed the then applicable rates. DEVELOPER shall remain eligible for any applicable credits as provided in the City Code.

8. **Developer Obligations.** In addition to those obligations set forth elsewhere in this DEVELOPMENT AGREEMENT:

- a. The DEVELOPER shall design, obtain all necessary permits for, and manage the construction of:
 - i. the pedestrian walkway, public assembly area and bike way on the bank(s) of the POND, all as shown on the Master Plan, for the use and benefit of the general public (the Costs of which shall be paid

by the CITY); and

- ii. the pedestrian walkway(s) and bike way(s) on the PROPERTY for the use of the general public, both of which shall be integrated with and connected to the POND property, as shown in the Master Plan.
- b. The timing, commencement and completion of the design, permitting and construction of the items in Section 7.a. shall be as reasonably determined by DEVELOPER, but no later than twenty-four (24) months after the purchase of the first parcel pursuant to the S&P Agreement.
- c. The parking lots shall be constructed and located so as to allow for ease of pedestrian connections to and from such parking lots and the POND property as shown in the Master Plan.
- d. The DEVELOPER shall either pay the Costs, or reimburse the CITY or other appropriate party for the Costs, incurred in negotiating and finalizing the S&P Agreement and this DEVELOPMENT AGREEMENT, which payment and reimbursement shall be due at the time of the purchase of the first portion of the PROPERTY under the S&P Agreement.
- e. From and after the Effective Date, the DEVELOPER shall perform periodic and routine maintenance of the PROPERTY until the termination of this DEVELOPMENT AGREEMENT or the final closing and sale of any parcel or portion of the PROPERTY to a third party who shall then take over DEVELOPER'S maintenance obligations with respect to such conveyed parcel or portion. Provided, the Highland Manor and all associated parking lots, driveways, walkways, buildings, structures and improvements (collectively the "Highland Manor") shall continue to be maintained by the CITY and not the DEVELOPER.
- f. DEVELOPER shall convey at no cost to the CITY any reasonably necessary easements for public utilities and public pedestrian access (as described in the Master Plan) as may be reasonably required by the CITY for any approval and consistent with this DEVELOPMENT AGREEMENT and the Master Plan, which easements shall be in the form mutually agreed upon by the CITY and DEVELOPER.
- g. On or before eighteen (18) months from the Effective Date of this agreement, the DEVELOPER shall have acquired the first parcel under the S&P Agreement and commenced construction thereon. On or before thirty-six (36) months after the Effective Date commencement of construction on the first acquired parcel, the DEVELOPER shall have acquired the second parcel under the S&P Agreement and

commenced construction thereon. Within forty-eight (48) months following the completion of the 436/Magee Roadway Improvements (as hereinafter defined) the DEVELOPER shall have acquired and commenced construction on a minimum of fifty percent (50.00%) of the planned improvements within the portion of the PROPERTY bounded by U.S. Highway 441 on the north, 6th Street on the south, and South Magee Avenue on the west.

- h. It is the intention of the CITY and the DEVELOPER that the DEVELOPER acquire the PROPERTY with the intention of developing and improving the PROPERTY for lease or further resale or selling portions of the PROPERTY without developing such portions to third parties who intend to develop such portions themselves, all in accordance with the terms, obligations and conditions of the DEVELOPMENT AGREEMENT. There shall be no restrictions on the resale of portions of the PROPERTY in accordance with the foregoing provided a valid final site plan approval has been issued for the portion of the property to be sold.
- i. The DEVELOPER shall order a survey of the PROPERTY on or before ten (10) days after the Effective Date and must submit to the CITY a preliminary subdivision plan for the PROPERTY within sixty (60) days of the DEVELOPER'S receipt of the survey.
- j. Notwithstanding anything contained herein to the contrary, the DEVELOPER shall pay the Costs associated with the portion of the boardwalk and/or sidewalk located immediately behind the restaurants as shown on the Master Plan.

9. **Property Owners Association.** The DEVELOPER shall create, incorporate and fund a property owners association for any and all common elements of any portion of the PROPERTY for maintenance, repair, the replacement of the parking, access, signage, walkways, drainage, bike racks and bike paths, board walks, common elements and public assembly area(s) or parcel(s), all as more particularly set forth in a declaration of covenants, conditions and restrictions (the "Declaration") which must comply with this DEVELOPMENT AGREEMENT, be in recordable form and shall be recorded against the PROPERTY free and clear of any lien, encumbrance, judgment or mortgage of record prior to the issuance of the first development permit for the PROPERTY. Each current or subsequent owner of a parcel within the PROPERTY shall be and is a member of the property owners association. Until such time as DEVELOPER conveys or transfers any common areas, lands, and obligations to the property owners association, DEVELOPER shall remain responsible for the maintenance of such areas.

10. **Potable Water and Sanitary Sewer Lines.**

- a. In connection with its development of the PROPERTY, the DEVELOPER shall cause to be designed, permitted, installed and constructed, potable water and sanitary

sewer lines (collectively the "Water and Sewer Lines"), commencing from the point of connection for such lines at the point nearest to the PROPERTY, all in accordance with the CITY Rules and requirements, of sufficient size and capacity to accommodate the anticipated potable water and sanitary sewer flow requirements for the PROPERTY.

- b. The DEVELOPER has requested a total flow for the PROPERTY at 107,000 gallons per day of usage for water and sewer capacity, which do not require the need to oversize the water or sewer lines for the use of the PROPERTY.
- c. If portions of the PROPERTY are approved for development and require additional capacity, the Developer shall have same installed at its cost, subject to any credits as provided in the City Code and subject to reimbursement on a pro-rata basis for shared use of the additional capacity.
- d. The DEVELOPER shall control all aspects of the construction and installation of the Water and Sewer Lines and shall select and hire any independent contractors to complete the work as it shall determine. All work subject to permitting and inspection by the CITY subject to requirements of the CITY Rules.
- e. DEVELOPER shall be responsible to design, plan and construct and dedicate to the CITY a lift station and related improvements (the "Lift Station") near the intersection of U.S. Highway 441 and East 6th Street.
- f. The foregoing work described in subsections a. through e. shall be paid for by the DEVELOPER (subject to the credit and reimbursement provisions of subsection c. above).
- g. All of the CITY Rules, requirements and specifications concerning utility connections and solid waste collection apply to the PROPERTY and development thereof.
- h. The DEVELOPER may obtain water and sewer capacity through the CITY's established reservation procedures, when applicable; provided, however, the CITY shall provide written notification to the DEVELOPER prior to accepting reservations for or allocating potable water and wastewater capacity to third parties which would result in an insufficient potable water and wastewater capacity being available for the PROPERTY.
- i. There shall be no requirement that reclaimed (reuse) water systems be connected to or used by on the PROPERTY and its improvements and neither the DEVELOPER

nor its successors and assigns shall be required to pay for any such connection and use.

11. **Drainage.**

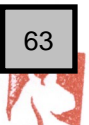
- a. The POND serves as a nonexclusive retention/detention pond for water attenuation and storage for the surrounding 320.20 acre drainage basin which area is described in attached **Exhibit "H"** (the "Drainage Basin"), which includes all of the PROPERTY.
- b. CITY hereby confirms and agrees that attenuation surface water drainage requirements for the PROPERTY, as it may be improved, developed, used, and occupied, shall be serviced by the POND up to 27.12 acre-feet of flow based on SJRWMD Permit #20922-2, calculated as a proportionate share of the total 234.71 acre-feet of stormwater runoff permitted to reach the POND based on the acreage of the PROPERTY versus the total acreage of the drainage basin (320.1 acres) contributing to the POND.
- c. After five (5) years, the capacity of the POND shall be on a first-come first-served basis and in the event the drainage flow into the POND is at capacity, the DEVELOPER shall be required to engineer and construct on the PROPERTY on-site retention and detention for water quality and attenuation.
- d. The CITY shall keep records of the cubic feet of surface and stormwater attenuation drainage generated by DEVELOPER from the PROPERTY.
- e. Upon approval of any final development plans by CITY for each portion or phase of development within the PROPERTY, the DEVELOPER shall have the right, subject to the requirements of subsections b. and c. above, to transmit, retain and detain, all of the surface and stormwater generated from the PROPERTY into and within the POND.
- f. The POND shall also serve as a central amenity of the CITY CENTER PROJECT and shall be incorporated as a public recreational element and water feature the integration and characteristics of which will be determined by the CITY, is not inconsistent with the water levels and carry capacity of the POND, and incorporates and does not prevent the existing and future drainage flows, surface and stormwater sewer and related ditches or pipes flowing from the entire drainage basin to the POND.

12. **Good Faith.**

- a. The CITY hereby agrees to timely and expeditiously consider, comment on and approve (subject to applicable requirements) any required changes in the allowable use of the PROPERTY, FLUM amendments, Comp Plan amendments, and this Master Plan which affect land use or development standards, rezonings, and special exceptions, as may be required to conform to this DEVELOPMENT AGREEMENT and the Master Plan.
- b. The CITY agrees to timely and expeditiously consider, process, comment on and approve (subject to applicable requirements) any and all submittals, applications, decisions, determinations, preliminary and final development plans, development orders, actions, consents and approvals, including any request by the DEVELOPER for a planned development ordinance if consistent with this DEVELOPMENT AGREEMENT and the Master Plan, which are necessary or reasonably required to allow the DEVELOPER to obtain all necessary approvals, and to construct, improve, and develop the PROPERTY and its phases, in accordance with this DEVELOPMENT AGREEMENT and the Master Plan.
- c. Nothing in this DEVELOPMENT AGREEMENT shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of DEVELOPER right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary or final development plan, planned development ordinance or any other land use or development approval or development order.

13. **Highland Manor.**

- a. The DEVELOPER shall manage and direct the incorporation, demolition and/or relocation of the historic portion of Highland Manor, including all of its associated parking lots, driveways, walkways, buildings, structures and improvements as applicable in accordance with this Section 12 and other provisions of this DEVELOPMENT AGREEMENT as provided herein:
 - i. If the DEVELOPER incorporates Highland Manor into the CITY CENTER PROJECT, the DEVELOPER shall pay all the costs of incorporation, demolition and/or relocation.
 - ii. If the DEVELOPER elects not to incorporate Highland Manor into the CITY CENTER PROJECT on the PROPERTY, then the DEVELOPER shall provide the notice to the CITY in subsection 12.c., below.
- b. Until the use of Highland Manor must cease pursuant to subsection 12.c., below,



the CITY shall:

- i. continue to maintain, use, and operate Highland Manor for its sole use and profits and revenues; and
 - ii. during such period, the property of Highland Manor shall be maintained by the CITY or its tenant or designee.
- c. The DEVELOPER shall provide the CITY a written notice (the "Relocation Notice") that Highland Manor must be demolished or moved within 12 months of the date the Relocation Notice is received by the CITY (the "Relocation Notice Receipt Date"). Within sixty (60) days of the Relocation Notice Receipt Date, the CITY shall confirm in writing to the DEVELOPER that it intends to move the historic portion of Highland Manor to an alternate location (the "Relocation Site"), as determined by the CITY in its sole discretion.
- d. The CITY shall be obligated to complete the relocation and/or demolition of the Highland Manor within twelve (12) months of the Relocation Notice Receipt Date, but in no event earlier than eighteen (18) months after the Effective Date (the "Relocation Date"). If the Highland Manor has not been either demolished or relocated by the Relocation Date, then: (i) the CITY shall be obligated to pay to the DEVELOPER a daily penalty in the amount of Five Hundred Dollars (\$500.00) for each day beyond the Relocation Date that the Highland Manor is not completely demolished and/or removed from its present location to the Relocation Site, and (ii) the DEVELOPER shall have the right to demolish and/or remove Highland Manor from its present location, and the CITY shall be obligated to reimburse the DEVELOPER for all Costs associated with the DEVELOPER's demolition and/or removal of Highland Manor.
- e. The CITY shall manage and direct the relocation and/or demolition of the Highland Manor pursuant to the Relocation Notice, and the CITY shall be solely responsible for all costs and expenses associated with the planning, managing, directing, engineering, services, work, labor, and materials required to demolish all of the Highland Manor or remove the historic portion of Highland Manor to the Agreed Relocation Site.

14. **Roadway Improvements.** The DEVELOPER shall be responsible for the design, planning, engineering, permitting, and construction of:

- a. the roadway, sidewalk, buffer, traffic signalization, turn lane and related improvements at the intersection of South Magee Avenue and State Road 436,



including a right turn deceleration lane westbound at State Road 436 to South Magee Avenue (the "436/Magee Roadway Improvements"); and

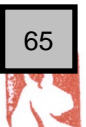
- b. all roadway, sidewalk, buffer, traffic signalization, turn lane and related improvements at the intersection of U.S. Highway 441 and East 6th Street (the "441/6th Roadway Improvements").

While the DEVELOPER shall have the responsibility for the foregoing, the CITY shall be solely obligated to pay and/or reimburse all Costs incurred by the DEVELOPER or associated with the roadway improvements specified in subsections a. and b. above, and any other required off-site (*i.e.*, off-PROPERTY) improvements. To the extent allowed pursuant to applicable CITY Rules, the CITY shall pay for the foregoing from a funded escrow account to be established in accordance with an agreement between the DEVELOPER and the CITY which shall consist of funds from the net purchase proceeds received by the CITY in connection with the conveyance of the PROPERTY pursuant to the S&P Agreement and any impact fees paid in connection with the development and improvement of the PROPERTY. The CITY may pursue reimbursement or payment of such roadway improvements costs from the Florida Department of Transportation. In addition, the CITY shall be responsible for the design, planning, engineering, permitting, construction and all costs associated with the planned East 6th Street improvements west of the intersection of U.S. Highway 441 and East 6th Street, which shall be considered a part of the 441/6th Roadway Improvements.

15. **City Financial Obligations.** Unless otherwise specifically listed herein this DEVELOPMENT AGREEMENT, nothing else herein shall be construed or interpreted to:

- a. Pledge the full faith and credit of the City or constitute a general obligation or indebtedness of the CITY;
- b. Constitute a pledge or an agreement to pledge the tax revenues (excluding impact fees) of the CITY or mandate ; or
- c. Waive sovereign immunity of the CITY except as specifically limited for tort claims under Section 768.28, *Florida Statutes*.

16. **Bankruptcy.** In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then DEVELOPER shall be declared to be in material breach of this DEVELOPMENT AGREEMENT and City shall have the right to terminate immediately this Agreement and accelerate, making immediately due and payable, all sums levied against the PROPERTY at the time of the occurrence of an event described in (a) or (b) above. The occurrence of an event described in (a) or (b) above shall not afford any person



the right to refuse, discontinue or defer payment of said sums or to challenge their validity.

17. **Breach.** In the event of a breach, default, or violation of one or more of the provisions of this DEVELOPMENT AGREEMENT by either the DEVELOPER or the CITY, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the CITY or the DEVELOPER, as the case may be, shall have the right to pursue the remedies in Section 18, below; provided, however, if the defaulting party's violation cannot reasonably be cured within the applicable cure period, then the cure period shall not be deemed to have lapsed and such party shall be allowed additional time as is reasonably necessary to cure the violation so long as: (i) the defaulting party commences to cure the violation within the applicable cure period, and (ii) the defaulting party diligently pursues a course of action that will cure the violation and bring the defaulting party back into compliance with this DEVELOPMENT AGREEMENT.

18. **Remedies / Limitations of Action.**

- a. The DEVELOPER and the CITY each agree the sole remedy for breach of this DEVELOPMENT AGREEMENT shall be to specifically enforce the terms and conditions hereof. This provision shall not limit any other rights or remedies the parties have under the S&P Agreement.
- b. The DEVELOPER and the CITY each waive any and all claims or causes of action for monetary damages such party has or may have currently or in the future as to any claim related to, resulting from or stemming from this DEVELOPMENT AGREEMENT.
- c. Neither party shall be entitled to damages based on lost profits, lost revenues, direct, indirect or consequential damages.
- d. Notwithstanding anything to the contrary herein this DEVELOPMENT AGREEMENT, in the event of a breach, default, or violation of one or more of the provisions herein by the DEVELOPER or the CITY, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party.
- e. Additional Rights of the CITY with Respect to DEVELOPER's Breach After Conveyance of the PROPERTY. If DEVELOPER acquires the PROPERTY or any portion thereof from CITY before obtaining all necessary permits to commence vertical construction thereon, and thereafter DEVELOPER materially breaches any of the terms of this DEVELOPMENT AGREEMENT and fails to cure same within the time period specified herein, then CITY, upon written demand (CITY's Notice) to

DEVELOPER, shall have the additional rights below:

1. To require DEVELOPER to re-convey the acquired PROPERTY or any portions thereof: (i) for which such necessary permits have not been obtained, (ii) on which vertical construction or development have not been commenced (or the remaining undeveloped and unsold portion(s) thereof, as the case may be) to the CITY in accordance with the following terms and conditions:
 - i. The date on which the re-conveyance closing will take place shall be mutually agreed to by CITY and DEVELOPER, but in no event later than sixty (60) days following the DEVELOPER's receipt of CITY's Notice.
 - ii. The re-conveyance price to be paid by CITY to DEVELOPER shall be the lesser of: (i) the amount the CITY was paid by DEVELOPER for the PROPERTY or any portion thereof (per square foot) to be re-conveyed, or (ii) the amount the CITY was paid by DEVELOPER for the PROPERTY or any portion thereof (per square foot) to be re-conveyed, less the amount of any liens or mortgages thereon. If the amount of any outstanding lien(s) or mortgage(s) exceed the amount the CITY was paid by DEVELOPER for the PROPERTY or any portion thereof (per square foot) to be re-conveyed to CITY, the balance of such lien(s) or mortgage(s) shall be paid by DEVELOPER prior to or at closing on the re-conveyance.
 - iii. Re-conveyance shall be by special warranty deed, free and clear of any liens or encumbrances other than (a) those matters of record which exist on the date of closing of the DEVELOPER's acquisition of the PROPERTY, (b) customary easements or service agreements entered into between DEVELOPER and the providers of utility services, including but not limited to electric, water, sewer, and telecommunications services, and (c) such other matters which do not impair the marketability of title to the property.
 - iv. DEVELOPER shall, at no expense to the CITY, convey all studies, reports, test and audit results, engineering work, surveys, design and construction plans and working drawings, and all other materials pertaining to development of the PROPERTY.
 - v. The CITY may demand payment from DEVELOPER to remove any

construction liens encumbering the PROPERTY.

2.

The rights and remedies under Section 18(e) of this DEVELOPMENT AGREEMENT are entirely optional and shall be exercised by CITY only in its sole discretion without any obligation to do so. The CITY shall be obligated, within ten (10) days following the written request of the DEVELOPER, to provide an executed estoppel certificate or letter, in a form reasonably required by any lender or non-affiliated third party purchaser, confirming whether there currently exists any uncured violations by the DEVELOPER hereunder and whether the CITY's reconveyance rights have been triggered with respect to the PROPERTY or any specified portion thereof.

19. **Authority.** Each party represents and warrants to the other parties that it has all necessary power and authority to enter into and consummate the terms and conditions of this DEVELOPMENT AGREEMENT, that all acts, approvals, procedures, and similar matters required in order to authorize this DEVELOPMENT AGREEMENT have been taken, obtained, or followed, as the case may be, and that, upon the execution of this DEVELOPMENT AGREEMENT by all parties, this DEVELOPMENT AGREEMENT shall be valid and binding upon the parties hereto and their successors in interest and assigns.

20. **Effective Date.** This DEVELOPMENT AGREEMENT shall become effective on the date last signed by any of the parties (the "Effective Date") and shall expire on the thirtieth (30th) anniversary of the Effective Date.

21. **Validity.** If any portion of this DEVELOPMENT AGREEMENT is determined by final order or judgment by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the DEVELOPMENT AGREEMENT shall continue in full force and effect.

22. **Notices.** Any notices required or permitted under this DEVELOPMENT AGREEMENT, and copies thereof, shall be addressed to the CITY and the DEVELOPER at the following addresses, or at such other addresses designated in writing by the party to receive notice.

CITY: HONORABLE Joe Kilsheimer, or his successor
Mayor for the City of Apopka
120 East Main Street
Post Office Drawer 1229
Apopka, Florida 32704-1229
Facsimile: 407-703-1705; Email: girby@apopka.net

With a copy to: CITY ADMINISTRATOR
CITY CLERK
120 East Main Street
Post Office Drawer 1229
Apopka, Florida 32704-1229

CITY LEGAL COUNSEL
Clifford B. Shepard, Esq.
Shepard, Smith and Cassady, P.A.
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751
Facsimile: 407-622-1884; E-mail: cshepard@shepardfirm.com

DEVELOPER: DEVELOPER Apopka City Center, LLC, a Florida limited liability company; Attn: Jeffrey K. McFadden
610 North Wymore Road, Suite 200
Maitland, Florida 32751
Facsimile: 407-539-6181; Email: jmcfadden@tiholdings.com

With a copy to: Keating & Schlitt, P.A., Attn: John Kingman Keating
250 East Colonial Drive, Suite 300
Orlando, Florida 32801
Facsimile: 407-425-6345; Email: jkk@keatlaw.com

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

23. **Entire Agreement.** This DEVELOPMENT AGREEMENT embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all

negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this DEVELOPMENT AGREEMENT by all parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.

24. **Assignment.** Neither this DEVELOPMENT AGREEMENT nor any of the parties' rights and obligations hereunder shall be assignable or assigned by any party hereto without prior written consent of the other party; provided however, that the DEVELOPER may assign this DEVELOPMENT AGREEMENT to any affiliated or related entity or any entity obtaining DEVELOPER rights herein through a merger or acquisition. The rights granted to DEVELOPER under this DEVELOPMENT AGREEMENT relate specifically to the PROPERTY and are not permitted to be transferred to any other property.

25. **Binding Effect and Successors.** This DEVELOPMENT AGREEMENT shall run with the Property and the rights and the obligations under this DEVELOPMENT AGREEMENT shall benefit, burden, and bind the successors, heirs and assigns of all parties to this DEVELOPMENT AGREEMENT. In the event of the assignment of this DEVELOPMENT AGREEMENT, or the conveyance or transfer of the PROPERTY, the DEVELOPER shall be and remain liable for performance of the obligations under this DEVELOPMENT AGREEMENT until such time as a written release is obtained from the CITY.

26. **Amendment.** Except as otherwise provided herein, this DEVELOPMENT AGREEMENT may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the CITY and the DEVELOPER.

27. **Governing Law, Venue and Jurisdiction.** This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this DEVELOPMENT AGREEMENT shall be in the Circuit Court in and for Orange County, Florida, and both parties consent to and acquiesce to the jurisdiction of the State Courts for the State of Florida for any and all claims or dispute concerning any legal or equitable action arising out of, stemming from or relating to this DEVELOPMENT AGREEMENT, any approval, action or event emanating therefrom in the present or the future and for any declaratory action under Chapter 86, Florida Statutes (2015).

28. **Time.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this DEVELOPMENT AGREEMENT; provided however, that the computation of time for DEVELOPER'S obligations herein shall be tolled for any delays caused by acts of God, strikes, local and national emergency, material shortage, transportation delays, moratoriums, condemnations and other events beyond DEVELOPER'S control.

29. **Captions.** The captions or paragraph headings of this DEVELOPMENT AGREEMENT are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this DEVELOPMENT AGREEMENT.


30. **Recording.** Within fourteen (14) days after the execution of this DEVELOPMENT AGREEMENT by the parties, the CITY shall record this DEVELOPMENT AGREEMENT among the Public Records of Orange County, Florida, with the cost thereof to be borne by the DEVELOPER; provided, however, that any delay in recording shall not affect the validity of this DEVELOPMENT AGREEMENT.

31. **Independent Parties.** CITY and DEVELOPER are not partners and this DEVELOPMENT AGREEMENT is not a joint venture and nothing in this DEVELOPMENT AGREEMENT shall be construed to authorize the CITY or DEVELOPER to represent or bind the any other party to matters not expressly authorized or provided in this DEVELOPMENT AGREEMENT.

32. **No Third-Party Beneficiaries.** Nothing in this DEVELOPMENT AGREEMENT, express or implied, is intended to or will be construed to confer on any person, other than the parties of this DEVELOPMENT AGREEMENT, any right, remedy, or claim with respect to this DEVELOPMENT AGREEMENT.

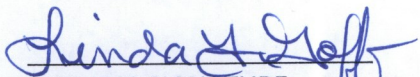
IN WITNESS WHEREOF, the CITY Commission of the CITY of Apopka, Florida, a Florida municipal corporation, and DEVELOPER, Apopka City Center, LLC, a Florida limited liability company, have caused this DEVELOPMENT AGREEMENT to be executed as of the date set forth adjacent to their signatures below, and the AGENCY, the City of Apopka Community Redevelopment Agency, hereby joins in and consents to this DEVELOPMENT AGREEMENT.

WITNESSES:



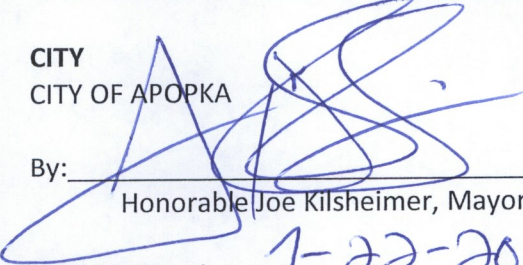
WITNESS SIGNATURE
Merry Loren

WITNESS NAME PRINTED



WITNESS SIGNATURE
Linda E. Goff

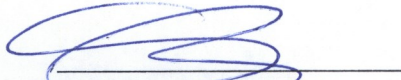
WITNESS NAME PRINTED

CITY
CITY OF APOPKA
By: 

Honorable Joe Kilsheimer, Mayor
Date Executed: 1-22-2016

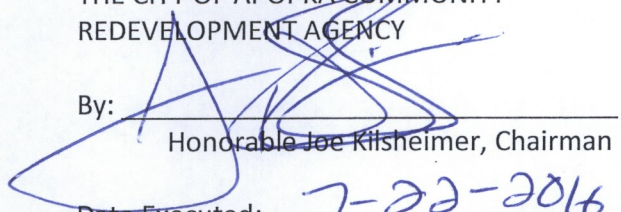
AGENCY

THE CITY OF APOPKA COMMUNITY
REDEVELOPMENT AGENCY

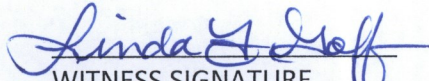


WITNESS SIGNATURE
Merry Lovern

WITNESS NAME PRINTED

By: 


Honorable Joe Kilsheimer, Chairman
Date Executed: 7-22-2016



WITNESS SIGNATURE
Linda F. Goff

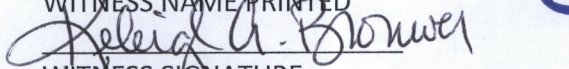
WITNESS NAME PRINTED

WITNESSES:



WITNESS SIGNATURE
Melissa Burton

WITNESS NAME PRINTED

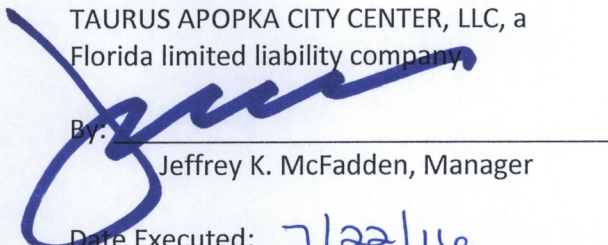


WITNESS SIGNATURE
Keleigh A. Brouwer

WITNESS NAME PRINTED

DEVELOPER

TAURUS APOPKA CITY CENTER, LLC, a
Florida limited liability company

By: 

Jeffrey K. McFadden, Manager
Date Executed: 7/22/16

EXHIBIT "A" - LEGAL DESCRIPTION OF PROPERTY

Note: Has not been adjusted to account for increase in Pond acreage

| No. | Parcel ID | Property Address | City | State | Zip | Estimated Acreage |
|-----|----------------------|------------------|--------|-------|-------|-------------------|
| 1 | 10-21-28-0000-00-063 | 611 E Main St | Apopka | FL | 32703 | 6.42 |
| 2 | 10-21-28-8652-03-020 | 604 E Main St | Apopka | FL | 32703 | 11.41 |
| 3 | 10-21-28-8652-01-041 | 806 E 6th | Apopka | FL | 32703 | 0.33 |
| 4 | 10-21-28-0000-00-065 | 325 S MCGEE AVE | Apopka | FL | 32703 | 1.12 |
| 5 | 10-21-28-0000-00-066 | 805 E 6TH ST | Apopka | FL | 32703 | 1.44 |
| 6 | 10-21-28-8652-04-020 | 506 S MCGEE AVE | Apopka | FL | 32703 | 0.82 |
| 7 | 10-21-28-8652-04-032 | 508 S MCGEE AVE | Apopka | FL | 32703 | 0.34 |
| 8 | 15-21-28-0000-00-001 | 461 E 7th ST | Apopka | FL | 32703 | 10.01 |
| 9 | 15-21-28-6756-00-191 | none | Apopka | FL | 32703 | 2.81 |
| | | | | | | 34.70 |

- BEG 726.5 FT E OF SW COR OF NW1/4 OF SE1/4 RUN E 506 FT N 638.5 FT W 506 FT S 638.5 FT TO POB IN SEC 10-21-28 (LESS S 63 FT FOR RD & LESS PT ON S TAKEN FOR R/W PER 5515/2383 CI 98-2740)
- L F TILDENS ADDITION TO APOPKA A/140 BEG 256 FT N OF SW COR OF LOT 2 RUN N 173.88 FT NELY ALONG CURVE 31.34 FT E 207.08 FT S 211.38 FT W 71 FT N 17.18 FT W 156 FT TO POB BEING PT OF LOTS 1 & 2 BLK C & A PARCEL OF LAND MEASURING 160 FT E & W BY 95 FT N & S IN SW COR OF LOT 3 BLK C & THAT PART OF SE1/4 DESC AS BEG 71 FT E OF NW COR LOT 1 BLK C OF TILDENS ADD TO APOPKA A/140 RUN E 154.9 FT S 15 FT E 290 FT S 120 FT W 200 FT S 165 FT E 207.28 FT S 496.95 FT W 520.11 FT N 98 FT E 160 FT N 500.34 FT E 156 FT S 17.89 FT E 70.89 FT N 211.21 FT TO POB (LESS LIFT STATION SITE) & (LESS PT TAKEN ON N FOR R/W PER OR 5753/4449 CI98- 2847) IN SEC 10-21-28 SEE 1448/209 3736/2490 5185/1607 5193/309 & 3003 5246/775 5283/488 & 491 5326/1235
- L F TILDENS ADDITION TO APOPKA A/140 LOT 4 LYING S OF STATE RD BLK A
- E 243 FT OF W 418 FT OF S 258 1/2 FT OF NW1/4 OF SE1/4 (LESS RD ON W PER 3138/402 & LESS S 40 FT FOR RD) SEC 10-21-28
- E 308.5 FT OF W 726.5 FT OF S 258.5 FT OF NW1/4 OF SE1/4 SEC 10-21-28 (LESS RD ON S)
- L F TILDENS ADDITION TO APOPKA A/140 THE S 127.58 FT OF LOT 2 & N 117 FT OF LOT 3 BLK D
- L F TILDENS ADDITION TO APOPKA A/140 THE S 100 FT OF N 217 FT OF LOT 3 BLK D
- BEG SE COR OF SW 1/4 OF SEC 10-21-28 TH S 531.25 FT TH W 252.04 FT TO THE ELY R/W OF ALABAMA AVE TH N01-46-38W 111.31 FT ALONG SAID R/W TH N 420.41 FT TH N89-54-29W 3.51 FT TH N00-13-28E 21.67 FT TH S89-10-03E 90.22 FT TH N00-12-03E 120.69 FT N89-35-35W 89.22 FT TO E R/W LINE OF ALABAMA AVE TH N00-13-26E 294.46 FT TH S89-43-12E 252.57 FT TH N00-30-00W 21.42 FT TH N90E 147 FT S00-30-00E 13.74 FT TH 90E 299.39 FT TH S 442.99 FT TH N90W 442.53 FT TO POB
- COMM NE CORNER OF NW 1/4 OF SEC 15-21-28 TH S 531.25 FT TO POB TH S 141 FT TH S90E 160.95 FT TH S 30 FT TO A NON-TAN INTERSECTION WITH A CURVE CONC TO E WITH A RADIUS OF 85.62 FT AND A CENT ANGLE OF 72-23-29 AND A CHORD BEARING S08-42-07W 101.13 FT TH S26-27-43W 33.32 FT TH S56-26-00E 150 FT TH S33-34-00W 140 FT TH N56-26-00W 294.89 FT TO POC CONC NE W/RADIUS OF 407.15 FT AND A CENT ANGLE OF 55-50-42 AND A DIST OF 396.84 FT TH N01-46-38W 3.69 FT TH N90E 252.04 FT TO POB

EXHIBIT "B" – POND LEGAL DESCRIPTION

Note: Has not been adjusted to account for increase in Pond acreage

Parcel110-R-part
Parcel 194-part, Parcel195

Road Section 7502-105
Road Section75120-2502

A portion of land lying in the Southeast $\frac{1}{4}$ of Section 10, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of Lot 3, Block "B", L.F. Tilden's Addition to Apopka City, as recorded in Plat Book "A", Page 140, Public Records of Orange County, Florida, also being a point of intersection of the existing Right-of-Way line of State Road 500, U.S. Highway 441 as shown on the Florida Department of Transportation Right-of-Way Map for State Road 436, Section No.75120-2506, Sheet 3 of 17,Dated June 1996; thence North $00^{\circ}10'44''$ East,497.64 feet along the West line of said Block "B" and the East line of Lot 2,Townsend's Plantation as recorded in Plat Book 26,Page 145,Public Records of Orange County, Florida, also being the existing Right-of-Way line of said State Road 500,U.S. Highway 441to a point of intersection on the Easterly line of said Lot 2,also being a point of intersection of said existing Right-of-Way line of State Road 500,U.S.Highway 441;thence along said Lot 2 Easterly lot line and said existing Right-of-Way line of State Road 500, U.S. Highway 441the following four (4) courses and distances; South $89^{\circ}57'19''$ West, 207.30 feet; thence North $00^{\circ}02'27''$ West, 164.96 feet; thence North $89^{\circ}56'41''$ East, 200.02 feet; thence North $00^{\circ}02'50''$ West,80.66 feet to a point of intersection of said East line of Lot2, the existing Right-of-Way line of said State Road 500,U.S.441,with a point on a non-tangent curve concave Southerly, having a radius of 2,053.48 feet, a central angle of $14^{\circ}51'20''$ and a chord bearing and distance of South $72^{\circ}12'18''$ East, 530.93 feet; thence along said existing Right-of-Way line the following four (4) courses and distances; along the arc of said curve 532.42 feet; thence North $25^{\circ}13'22''$ East, 10.00 feet to a point on a non-tangent curve concave Southerly, having a radius of 2,063.48 feet, a central angle of $12^{\circ}56'18''$ and a chord bearing and distance of South $58^{\circ}18'29''$ East, 464.98 feet; thence along the arc of said curve 465.97 feet to the point of tangency; thence South $51^{\circ}50'20''$ East, 243.37 feet to the West Right-of-Way line of an Unnamed Street being between Blocks "A" and "B", also being the East line of said Lot 4, Block "B", said Plat Book "A", Page 140; thence South $00^{\circ}59'38''$ West, 202.14 feet along said line to the Southeast corner of saidLot4,Block"B"; thence along the South line of said Lot 4,also being the North Right-of-Way line of East 6th Street said Plat Book "A",Page140,North $89^{\circ}38'53''$ West,1,087.40 feet to the POINT OFBEGINNING.

Containing: 617,295 square feet or 14.171 acres more or less.

Being a portion of the lands described and recorded in Official Records Book 1914, Pages 332 to 333. Together with a portion of the lands described and recorded in Official Records Book 281, Pages 55 to 57 of the Public Records of Orange County, Florida.

AND

A portion of land lying in the Southeast $\frac{1}{4}$ of Section 10, Township 21South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of Lot 4, Block "A", L.F. Tilden's Addition to Apopka City, as recorded in Plat Book "A", Page 140, Public Records of Orange County, Florida, said point being the intersection of the North Right of Way line of East 6th Street as recorded in said Plat Book "A", Page 140, and the East Right of Way line of said Unnamed Street being between Blocks "A" and "B", also being the West line of said Lot 4, Block "A" of said Plat Book "A", Page 140; thence North $00^{\circ}59'38''$ East, 136.23 feet along said line to a point of intersection of said East Right-of-Way line with the existing Right-of-Way line of State Road 500, U.S. Highway 441 as shown on the Florida Department of Transportation Right-of-Way Map for State Road 436,Section No. 75120-2506; thence along said existing Right-of-Way line the following three (3) courses and distances; South $51^{\circ}50'20''$ East, 79.67 feet; thence South $62^{\circ}02'34''$ East, 152.41 feet; thence South $51^{\circ}50'20''$ East, 27.34 feet to a point of intersection with the North Right-of-Way line of said East 6th Street also being the South line of said Lot 4 and Lot 5, Block "A" said Plat Book "A", Page 140; thence North $89^{\circ}38'53''$ West,221.13 feet along said line to the POINT OF BEGINNING.

Containing: 14,355 square feet or 0.329 acres, more or less.

Being the lands described in Final Judgment dated November 18th, 1970, Civil Action No. 70-1115 of the Public Records of Orange County, Florida.

EXHIBIT "C" – MAP OF THE CITY CENTER PROJECT



EXHIBIT "D" – Master Plan

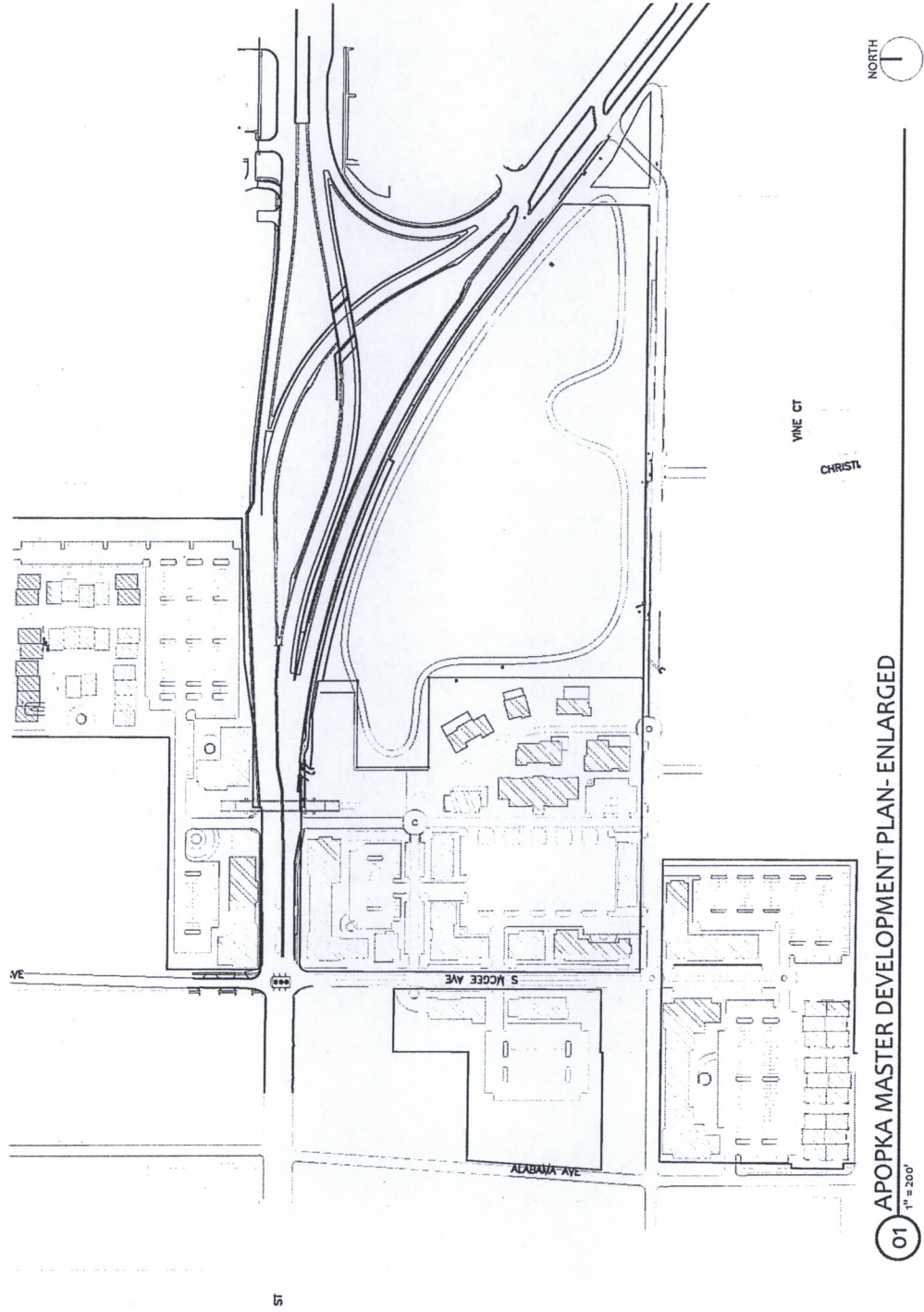


EXHIBIT "E"

CITY CENTER PROJECT

DEVELOPMENT STANDARDS AND DESIGN CONDITIONS

| | |
|---|--|
| 1 | Architectural and Development Design Manual shall be submitted to and approved by the City prior to the submittal of the first building permit, and shall embrace Florida Vernacular architectural theme unless otherwise approved by the City Council. The manual shall address parking garages, Project area entrance\gateway features, dumpster pad and trash enclosure screening, drive-through facilities, trash receptacles, outdoor lighting stanchions, public plaza and gathering places, public art, and appurtenances such as benches, outdoor railings, and trash dispensers. The City's architectural design consultant shall review all exterior architectural renderings and make a determination of consistency with the Architectural Design Manual with an appeals reviewed by City Council. The design manual shall also address building mass and orientation. |
| 2 | Restaurants – A minimum of 30,000 square feet of floor area shall be occupied by restaurant business. A minimum of two (2) restaurants shall provide full table service, sit-down dining in a stand-alone building with a minimum floor area of 6,500 square feet (exclusive of outdoor seating) and shall offer at least lunch and dinner time fare. All restaurants shall provide covered outdoor seating unless otherwise determined by the Community Development Director that the location is not suitable for outdoor seating. |
| 3 | All restaurants with a drive-through must have in-store dining facilities. No more than three restaurants may have drive-through facilities. Only one drive-through lane allowed per restaurant (Tandem service station may occur within the drive-through lane). All drive-through service stations and windows shall be screened from Main Street and 6 th Street. No restaurants with drive-throughs may be of the fast food variety that does not typically prepare food to order. Examples include but are not limited to McDonalds, Burger King, Wendy's, Popeye's, KFC, Chic-Fil-A, Taco Bell, etcetera. |
| 4 | Drive-through facilities at banks or financial institutions shall not exceed two service stations. |
| 5 | Parking Plan. A parking plan and study shall be provided prior to construction of more than 20,000 square feet of non-residential development. The parking plan shall demonstrate that sufficient on-site and on-street parking is available within 500 feet of the project boundary for Project employees and patrons. |
| 6 | No more than 20,000 square feet of office space shall be constructed until a full table service, sit down restaurant (6,500 sq. f.t min.) is also under construction. |
| 7 | Building Mass: Any single-story commercial retail building shall not exceed 65,000 square feet floor area. |
| 8 | North of Sixth Street and south of Main Street: Residential development is not allowed on the first floor of buildings. |

| | |
|----|--|
| 9 | All residential apartments or townhomes shall be developed as luxury or up-scale rental or condominium dwellings and shall include the following features: ability to access Wireless High Speed Internet Access in the units, balcony or porch, walk-in showers, energy-efficient appliances, full-size washer and dryer machines, walk-in closets, and minimum 9-foot high ceilings; and the complex shall include bicycle storage areas. No laundry center allowed. Enclosed garage or covered parking spaces are encouraged. |
| 10 | Any hotel be interior room access only and shall have a minimum of 70 keyed bedrooms and shall at minimum provide a lobby, customer lounge, business center, and a meeting room. |
| 11 | Office: A minimum of 25,000 square feet and a maximum of 100,000 square feet of office space is allowed within the Project. |
| 12 | Building Orientation. All buildings located near Main Street or streets internal to the project shall be oriented with the front of the building facing the street. |

EXHIBIT "F" – PERMITTED USES

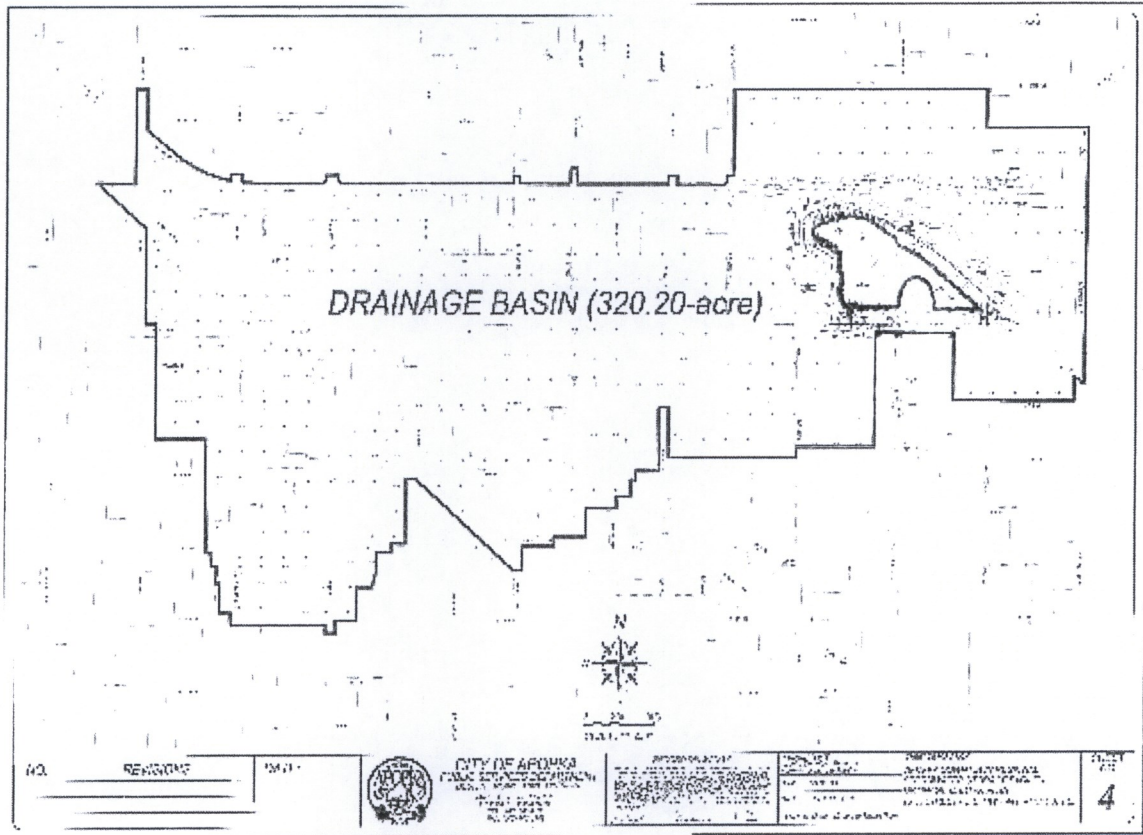
1. Residential Multi-Family (non-subsidized, market rent)
2. Assisted Living Facilities
3. Professional Office/Institutional
4. Commercial Neighborhood
5. Retail Commercial
6. General Commercial, including but not limited to:
 - a. medical
 - b. entertainment
 - c. hotel
 - d. restaurant and bar facilities
7. Parks and Recreation
8. Mixed-Use
9. Planned Unit Development



EXHIBIT "G" – NON-PERMITTED USES

1. Dollar Store(s),
2. Tattoo parlors;
3. Any state or governmental office;
4. Plasma offices;
5. Adult motel, Adult Performance Establishment, Adult Theater, Adult booths, Adult bookstore, adult video store, Adult Entertainment, Adult Entertainment Establishment(s) Establishment as defined in the City Code, Sec 10-98, as amended, or as defined in the Orange County Code, as amended, or any business that displays, sells or provides Adult Material or Adult Model services as defined in Sec 10-98 of the City Code;
6. Billboards or Outdoor Display advertising boards or pole mounted structures;
7. Cell towers (except roof-mounted);
8. Recycling, refuse or garbage facilities or substations (excluding individual trash receptacles);
9. Outdoor storage of equipment;
10. Automotive sales or service;
11. Automotive parts sales;
12. Gas stations;
13. Religious Facilities or Churches;
14. Rental Car Storage, except for 10 spaces may be designated for use at a satellite office at the hotel.
15. Fast food restaurants (defined as those that do not typically prepare food to order). Examples include but are not limited to McDonalds, Burger King, Wendy's, Popeye's, KFC, Chic-Fil-A, Taco Bell, etcetera.

EXHIBIT "H" – DRAINAGE BASIN





CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: June 20, 2018
 FROM: Administration
 EXHIBITS: Surplus Forms

SUBJECT: SURPLUS PROPERTY

REQUEST: AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT/PROPERTY AND REMOVAL OF ASSET PROPERTY FROM THE CITY ASSET LIST.

SUMMARY:

Staff requests City Council approval to dispose of surplus capital equipment/property which has no useful benefit to the daily operation of the city. This request is per Administrative Policy 122.1.1.II: "The disposal of capital asset property which is obsolete, or for which the continued use would be uneconomical or inefficient, shall be in accordance with Florida Statute 274 and must be approved by the City Council". The asset property includes the disposal of items by auction, donation, or elimination. The attached forms identify equipment which is no longer functional or has usefulness to the city.

FUNDING SOURCE:

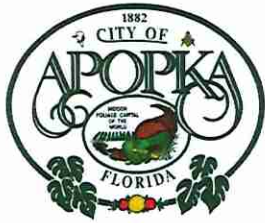
N/A

RECOMMENDATION ACTION:

Authorize the disposal of said equipment/property.

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |



Asset Management Surplus Form

Administrative Policy 122.1.1: Capital Assets of \$1,000 or more

Complete the form below if city owned equipment is sold, transferred, or disposed of. This form, once signed by the City Administrator and approved by City Council, grants approval to dispose of equipment and serves to update the fixed asset inventory database. Departments should obtain, and keep on file, a copy of this written approval authorizing the disposal of equipment.

Department/Division: Police Name: Kim Walsh Title: Sergeant

| ITEM | ASSET TAG or SERIAL # | Condition Reason | Disposed Missing | Scrapped | Auctioned Sold | Donated | Description of Disposal [where items were placed] |
|-------------|-----------------------|------------------|------------------|----------|----------------|---------|---|
| OCE PRINTER | 6111549 | OBSOLETE | | | A-1 ASSET | | |
| HP PRINTER | JP2LD06371 | OBSOLETE | | | A-1 ASSET | | |
| OCE PRINTER | 1001668 | OBSOLETE | | | A-1 ASSET | | |
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| | | | | | | | |
| | | | | | | | |

Department Director Approval: _____

Date: _____

City Administrator Approval: _____

Date: _____



Asset Management Surplus Form

Administrative Policy 122.1.1: Capital Assets of \$1,000 or more

Complete the form below if city owned equipment is sold, transferred, or disposed of. This form, once signed by the City Administrator and approved by City Council, grants approval to dispose of equipment and serves to update the fixed asset inventory database. Departments should obtain, and keep on file, a copy of this written approval authorizing the disposal of equipment.

Department/Division: Public Services Name: Fleet Title: _____

| ITEM | ASSET TAG or SERIAL # | Condition Reason | Disposed Missing | Scrapped | Auctioned Sold | Donated | Description of Disposal [where items were placed] |
|-----------------------------------|----------------------------|------------------|------------------|----------|----------------|---------|---|
| Case Backhoe 1998 580L 3171 | 125-6931/JJG0242549 | Poor | | | X | | GIDEON |
| cat Backhoe 200 416 C 3131 | 25-7836/042ZN23190 | Poor | | | X | | GIDEON |
| Mack Rear Loader 2000 MR6885 3210 | 23-0712/IM2K195C7YM01 6581 | Poor | | | X | | GIDEON |
| Mack Auto Loader 2007 LE613 3210 | 24-1140/IM2AC08C17M01 4269 | Poor | | | X | | GIDEON |
| Mack Auto Loader 2007 LE613 3210 | 24-1141/IM2AC08C87M01 4270 | Poor | | | X | | GIDEON |
| Mack Auto Loader 2007 LE613 3210 | 24-1142/IM2AC08CX7M0 14271 | Poor | | | X | | GIDEON |
| Mack Auto Loader 2007 LE613 3210 | 24-1143/IM2AC0817M014 272 | Poor | | | X | | GIDEON |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Department Director Approval: 

Date: 6/12/2018

City Administrator Approval: _____

Date: _____



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: June 20, 2018
 FROM: City Clerk
 EXHIBITS: Agreement

SUBJECT: LEASE RENEWAL FOR AUNT GINGIBREAD’S BAKERY LLC LOCATED DOWNSTAIRS AT 409 S PARK AVENUE.

Request: APPROVE THE LEASE AGREEMENT RENEWAL WITH AUNT GINGIBREAD’S BAKERY LLC, LOCATED DOWNSTAIRS AT 409 S PARK AVENUE, FOR AN ADDITIONAL ONE (1) YEAR, AND EXECUTION OF ALL ASSOCIATED DOCUMENTS.

SUMMARY:

The one year Lease Agreement with Aunt Gingibread’s Bakery LLC, downstairs at 409 South Park Avenue, expires on June 8, 2018. It is requested the City Council grant a renewal of said lease in the amount of \$600.00 per month.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve the renewal of the Lease Agreement as presented.

DISTRIBUTION

| | | |
|---------------------|--------------|--------------------------|
| Mayor Nelson | Finance Dir. | Public Services Director |
| Commissioners | HR Director | City Clerk |
| City Administrator | IT Director | Fire Chief |
| Community Dev. Dir. | Police Chief | |

1 **LEASE**

2
3 THIS LEASE, made and executed this 8th day of June, 2018, by and between the CITY
4 OF APOPKA, the Lessor, hereinafter called the "CITY," of the County of Orange and State of
5 Florida, and Aunt Gingibread's Bakery LLC. (Bakery and Coffee Station) with its principle
6 address located at 833 E. Oak St, Apopka, FL, 32703, the Lessee, hereinafter called the
7 "TENANT," which term shall include their heirs and assigns, executors, and administrators,
8 wherever the context so requires or admits.

9
10 In consideration of the mutual covenants and agreements herein contained, it is agreed by
11 and between CITY and TENANT as follows:

12
13 **1. Premises:**

14
15 Subject to the terms and provisions of this Lease, CITY hereby leases to TENANT and
16 TENANT hereby lease from CITY all that real estate lying and being in Orange County, State of
17 Florida, described as follows (hereinafter, the "Leased Premises"):

18
19 THE DOWNSTAIRS INTERIOR FLOOR OF THE BUILDING LOCATED AT
20 409 SOUTH PARK AVENUE, APOPKA, FLORIDA 32703

21
22 **2. Term:**

23
24 Commencement and ending date of term: June 8, 2018 – June 8, 2019. This Lease may be
25 renewed for successive one-year terms pursuant to mutual agreement between CITY and
26 TENANT. Lease renewals are subject to modification of any of the terms of this Lease including
27 required rental payments.

28
29 **3. Rent:**

30
31 TENANT shall pay to CITY for the term of this Lease monthly rent in the sum of SIX
32 HUNDRED DOLLARS (\$600.00) per month. Rent shall be paid on the 18th day of each month
33 that this Lease is in effect. No security deposit is required.

34
35 **4. Notice, Address:**

36
37 All rent payable and notice given under this Lease to the CITY shall be paid and given at
38 120 E. Main St., Apopka, 32703 or such other place as the CITY shall specify in writing. All
39 notices given under this Lease to the TENANT or any assignee or sublease shall be given at the
40 Leased Premises. Any notice properly mailed by registered mail, postage, and fee prepaid, shall
41 be deemed delivered forty-eight (48) hours after mailed.

1 **5. Use of Premises:**

- 2
- 3 a. TENANT shall use and occupy the Leased Premises solely for operation of a bakery
- 4 and coffee station business and associated commercial applications and for no other
- 5 use unless agreed to in advance by CITY in writing. Any other use shall constitute
- 6 a default under the terms of this Lease.
- 7
- 8 b. The TENANT will not use or permit the “Leased Premises” to be used for any
- 9 illegal or improper purposes, nor permit any disturbance, noise, or annoyance
- 10 whatsoever, detrimental to the premises or to the comfort of its neighbors.
- 11

12 **6. Insurance:**

13

14 **Commercial General Liability Insurance.** TENANT shall at all times and at TENANT’s

15 sole expense maintain Commercial General Liability Insurance on the Leased Premises with limits

16 of at least one-million-dollars (\$1,000,000) for personal injury, death and property damage with a

17 waiver of subrogation in favor of the CITY. CITY shall be entitled to increase the coverage limits

18 required under this subparagraph by written notice to the TENANT. Said Commercial General

19 Liability Insurance policy shall carry both the names of the CITY and TENANT as named insureds

20 as TENANT’s respective interests may appear. TENANT shall provide CITY with a certificate

21 evidencing the Commercial General Liability Insurance and insurance coverage at the time this

22 Lease Agreement is entered into and shall provide such certificate annually thereafter upon the

23 renewal dates of said policies. TENANT shall keep all receipts showing payment of premiums

24 were made on or before each premium due date. All policies required to be obtained by TENANT

25 shall contain a provision that the company writing said policy will provide the CITY thirty (30)

26 days’ notice in writing in advance of any cancellation or lapse or the effective date of any reduction

27 in the amounts of insurance. All policies should be written as primary policies, not contributing

28 with and not in excess of coverage which CITY may carry.

29

30 **7. Indemnification:**

31

32 TENANT agrees to the fullest extent permitted by law and shall at all times indemnify,

33 defend and hold the CITY harmless from and against any and all liability, loss, claim, suit, damage,

34 charge or expense which the CITY may suffer, sustain, incur or in any way be subjected to, on

35 account of death of or injury to any person whomsoever and damage to or loss of or destruction of

36 any property whatsoever, arising from, or in any way connected upon or at the Leased Premises,

37 or the occupancy or use by TENANT of the Leased Premises or any part thereof, or occasioned

38 wholly or in part by any act or commission of the TENANT, TENANT’s employees, customers,

39 or other parties not under the direct supervision of the CITY. In case CITY shall be made a party

40 to any claim or litigation for the death or injury to person or damage to or loss of property

41 commenced by TENANT or anyone else against CITY arising out of the TENANT’s use or

42 occupancy of the Leased Premises, then the TENANT shall defend, indemnify and hold CITY

1 harmless and shall pay all costs, expenses and reasonable attorney's fees of the CITY's attorney
2 incurred or paid by the CITY in connection with such claim or litigation within thirty (30) days of
3 receipt of any invoice pertaining thereto.

4 **8. Taxes and Assessments:**

5
6 CITY shall be responsible to pay real estate taxes and assessments from time to time levied
7 or charged against the Leased Premises. All sales, use or rental tax on rents due hereunder and on
8 personal property taxes charged or levied against TENANT's furniture, fixtures and equipment in
9 the Leased Premises shall be timely paid by TENANT.

10 **9. Repair and Care of Premises:**

11
12 TENANT shall maintain Leased Premises interior, at TENANT's own expense, keeping
13 and maintaining them in good order and repair throughout the Lease Term and any extensions
14 thereof. CITY will maintain the exterior of the building. TENANT's responsibilities and expense
15 incurred under this subparagraph for periodic maintenance and/or replacement shall include all of
16 the following:

17 Maintenance by TENANT.

- 18
19 i. TENANT will keep the Leased Premises in good and substantial repair and
20 clean condition.
21
22 ii. TENANT will store all refuse or trash in or on the Leased Premises in refuse
23 containers provided by the CITY. Hazardous materials are not permitted
24 anywhere on the Premises.
25
26 iii. TENANT shall transfer the LEASED property's electric utility account into
27 TENANT's name, and be responsible for the monthly billing of said utility,
28 through the life of Lease Term and any extensions thereof.
29
30 iv. TENANT will permit the CITY, or its agents and/or employees, at all
31 reasonable times, to enter the Leased Premises and view the condition thereof.
32
33 v. TENANT shall be responsible for all plumbing repairs costing less than or equal
34 to TWO-HUNDRED FIFTY DOLLARS (\$250.00).
35

36
37 Maintenance by CITY.

- 38
39 i. CITY will maintain the yard of the Leased Premises.
40
41 ii. CITY shall be responsible for all structural, heating, cooling, and roof repairs.

1 **10. Alterations to Leased Premises:**

2
3 TENANT shall not alter the Leased Premises without permission in writing from the CITY.
4 Altering, damaging, or destroying the building situated on the above-described property shall be a
5 trespass both civil and criminal, and may be restrained by injunction, and shall also subject the
6 TENANT to an action for damages, and at the option of the CITY, shall immediately terminate
7 this lease.

8 **11. Compliance with Laws and Regulations:**

9
10 TENANT shall comply with all Federal, State, County and City laws, ordinances, rules and
11 regulations affecting or respecting the use or occupancy of the Leased Premises by the TENANT.
12 TENANT shall comply with all rules which have been or may be adopted hereafter by CITY for
13 the health, safety, protections, welfare and orderly management of the building, its TENANT, and
14 the surrounding neighborhood.

15
16 **12. Assignment and Subletting:**

17
18 a. Assignment.

19 TENANT shall not assign this Lease without first securing CITY's written consent.
20 Consent shall be in the sole discretion of CITY. The consent of CITY to any
21 assignment shall not constitute a waiver of the necessity for such consent to any
22 subsequent assignment.

23
24 b. Subletting.

25
26 TENANT shall not sublet all or any part of the Leased Premises without first
27 securing CITY's written consent. Consent shall be at the sole discretion of CITY.

28
29 **13. Redelivery of Premises:**

30
31 TENANT shall, on the expiration of this Lease, deliver up the Leased Premises in as good
32 order and condition as it is at the signing of this Lease Agreement, reasonable use and ordinary
33 wear and tear thereof and damage by fire or other unavoidable casualty, condemnation or
34 appropriation excepted, and TENANT shall promptly surrender all keys to the Leased Premises to
35 CITY.

36
37 Upon the expiration of this Lease, any fixtures and permanent improvements placed upon
38 the above-described property shall become the property of the CITY, and thereupon CITY shall
39 be entitled to the immediate possession of same.

1 **14. Remedies for Failure to Pay:**

2
3 If any rent, utilities, shared expenses, taxes, insurance, or other sums payable by TENANT
4 as required by this Lease shall not be paid when due, CITY shall have the option after ten (10)
5 days written notice to:

- 6
7 a. Terminate this lease, resume possession of the property for its own account and
8 recover immediately from the TENANT the difference between the total rent
9 specified for the full term of this Lease and the total amount of rent already paid by
10 TENANT; or
11
12 b. Resume possession and re-lease or rent the property for the remainder of the term
13 for the account of the TENANT, and recover from the TENANT at the end of the
14 term or at the time each payment of rent comes due under this lease, as the CITY
15 may choose, the difference between the rent specified in the lease and the rent
16 received on the re-leasing or renting; or
17
18 c. Pursue any other remedy allowed by law.

19
20 **15. Remedies for Breach of Agreement:**

21
22 If either the CITY or the TENANT shall fail to perform, or shall breach any agreement of
23 this Lease, and such failure or breach continues for ten (10) days after written notice to the party
24 giving notice, said party may institute action in a court of competent jurisdiction to terminate this
25 Lease or to complete performance of this agreement.

26
27 **16. Entire Agreement:**

28
29 This Lease constitutes the entire agreement between the parties and supersedes all prior
30 oral or written agreements. No waiver, modifications, additions or addendum to this Lease
31 Agreement shall be valid unless in writing and signed by both the CITY and TENANT.

32
33 **17. Attorney's Fees; Costs; Venue:**

34
35 In the event that either party hereto shall bring an action or proceeding for an alleged breach
36 of any provision of this Lease, the prevailing party shall be entitled to recover, as part of such
37 action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and
38 appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this
39 Lease, the parties hereby irrevocably consent to the jurisdiction and venue of any of the courts of
40 record of the State of Florida, Orange County.

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[SIGNATURES ON FOLLOWING PAGES]

1 IN WITNESS WHEREOF, CITY and TENANT have executed this Lease as of the day and
2 year and first above written.

3
4 Signed, sealed and delivered
5 in the presence of:

CITY:
CITY OF APOPKA

6
7
8
9 Attest:

Mr. Bryan Nelson, Mayor

10
11
12 _____
13 Ms. Linda F. Goff, City Clerk

14 APPROVED BY APOPKA CITY COUNCIL
15 ON _____
16

17 **STATE OF FLORIDA**
18 **COUNTY OF ORANGE**

19
20 BEFORE me personally appeared Mr. Bryan Nelson, to me well known and known to me
21 to be the person described in and who executed the foregoing instrument, and acknowledged to
22 and before me that they executed said instrument for the purposes therein expressed.

23
24 WITNESS my hand and official seal, this ____ day of _____, 20____.

25
26
27 _____
28 Notary Public Signature

29
30 _____
31 Print name

32
33 _____
34 Commission Number
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1 Signed, sealed and delivered
2 in the presence of:

TENANT:
AUNT GINGIBREAD'S BAKERY LLC.

3
4
5
6 Linda Y. Deff
7
8 Susan M. Bone
9

[Signature]
Ms. Jennifer Javorowsky
Its: Manager

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**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE me personally appeared Jennifer Javorowsky to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 11th day of June, 2018.

Susan M. Bone

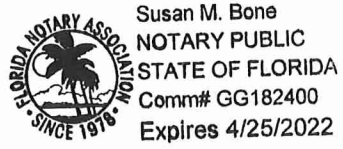
Notary Public Signature

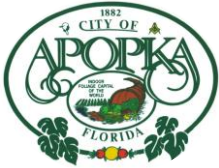
Susan M. Bone

Print Name

GG182400

Commission Number





CITY OF APOPKA CITY COUNCIL

| | | |
|--|-------------|--------------------------------|
| <input checked="" type="checkbox"/> CONSENT AGENDA | MEETING OF: | June 20, 2018 |
| <input type="checkbox"/> PUBLIC HEARING | FROM: | Community Development |
| <input type="checkbox"/> SPECIAL REPORTS | EXHIBITS: | Vicinity Map |
| <input type="checkbox"/> OTHER: | | Capacity Enhancement Agreement |

SUBJECT: CAPACITY ENHANCEMENT AGREEMENT – SAN SEBASTIAN RESERVE

REQUEST: APPROVAL OF THE SAN SEBASTIAN RESERVE SCHOOL CAPACITY ENHANCEMENT AGREEMENT

SUMMARY:

New residential development applications are reviewed by Orange County Public Schools for their impact placed on existing student capacity at public schools. In 2008 the City of Apopka entered into an Interlocal Agreement with the Orange County School Board to address public school facility planning and implementation of school concurrency. When school enrollment is over capacity at the affected public schools serving additional students generated by a proposed residential development, a new development must enter into a Capacity Enhancement Agreement to mitigate school overcrowding attributable to the anticipated additional students in the form of a Capital Contribution, all as specified in Section 8 of the Interlocal Agreement. The School Planning Agreement (2008) between the City of Apopka and Orange County Public Schools requires the City to accept the School Concurrency Agreements.

OWNER: A.D Raulerson, Sr. & A.D. Raulerson, Jr. and Curtis and Karen Pumphrey

APPLICANT: Apopka Development II, LLC

ENGINEER: Wohlfarth Consulting Group, LLC / Richard C. Wohlfarth, P.E.

LOCATION: 213 W Lester Road, 251 W Lester Road, and 2122 Rock Springs Road

PROPOSED USE: 112 Single Family Homes

TRACT SIZE: 23.41 +/- acres

SCHOOL ATTENDENCE ZONES: Rock Springs Elementary; Apopka Middle; Apopka High

FUNDING SOURCE:
N/A

RECOMMENDATION ACTION:

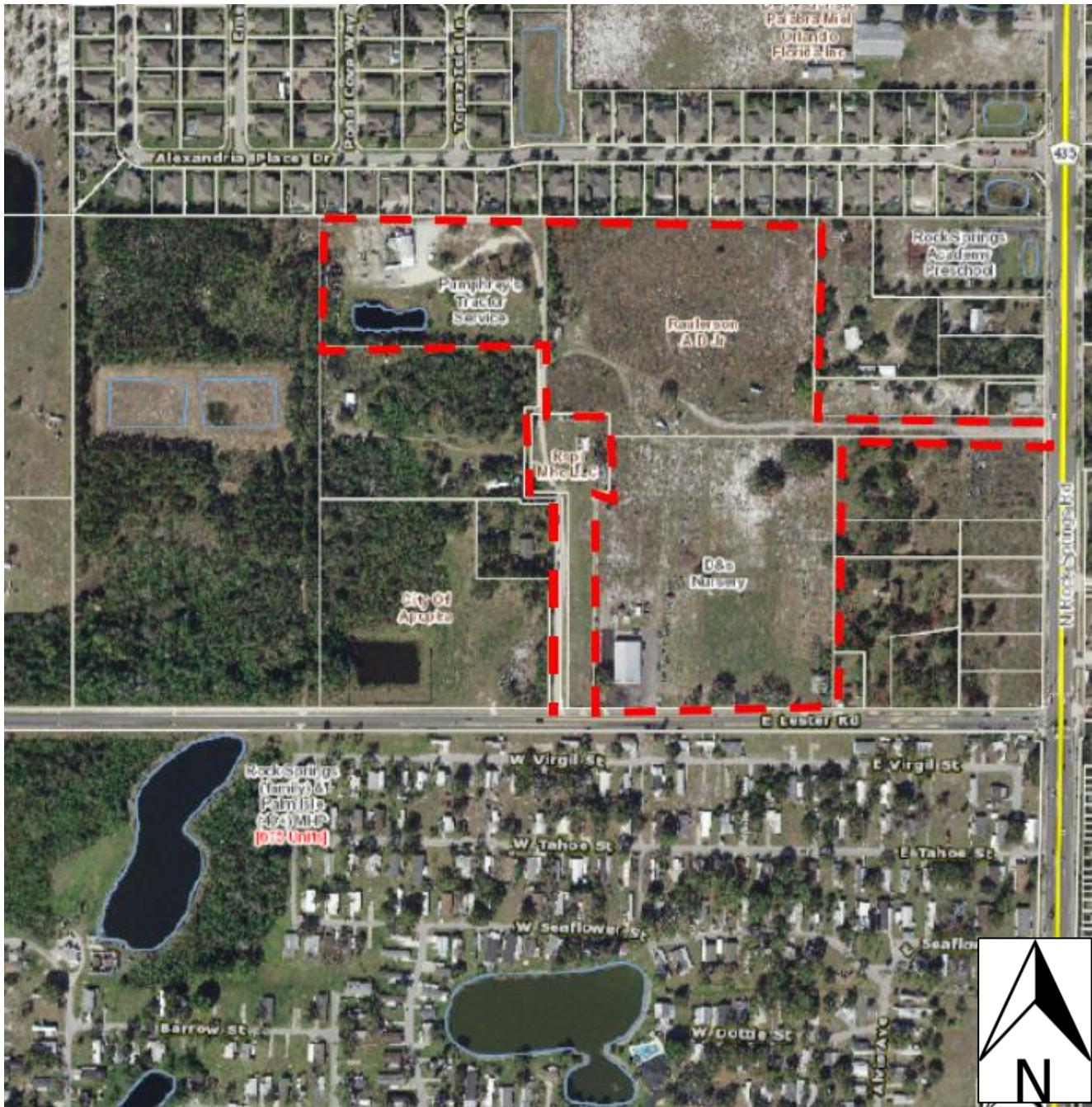
City Council Recommended Motion: Approve the San Sebastian Reserve School Capacity Enhancement Agreement and authorize the Mayor to sign the Agreement.

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

Project: SAN SEBASTIAN RESERVE
Owned by: A.D. Raulerson, Sr. & A.D. Raulerson, Jr. and Curtis & Karen Pumphrey
Located: North of Lester Road; West of Rock Springs Road
Parcel ID#s: 28-20-28-0000-00-084; 28-20-28-0000-00-040; 28-20-28-0000-00-077

VICINITY MAP



After recording return to:

Jamie Boeger, AICP
Orange County Public Schools
6501 Magic Way, Building 200
Orlando, Florida 32809

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

**SCHOOL CONCURRENCY
MITIGATION AGREEMENT
APK-18-011
San Sebastian Reserve
Parcel ID-20-28-0000-00-077; -040; -084**

THIS SCHOOL CONCURRENCY MITIGATION AGREEMENT (“Agreement”), is entered into by **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA** a body corporate and political subdivision of the State of Florida, (“School Board”); **CITY OF APOPKA**, a municipal corporation of the State of Florida, (“City”) and **ADELBERT D. RAULERSON**, whose address is 859 Errol Parkway, Apopka, Florida 32712, **A.D. RAULERSON, JR**, whose address is 16 North Highland Avenue, Apopka, Florida 32703, and **CURTIS R. PUMPHREY and KAREN R. PUMPHREY**, husband and wife, whose address is 28030 Shirley Shores Road, Tavares, Florida 32778 (collectively, the “Applicant”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain “Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency” (the “Interlocal Agreement”), and

WHEREAS, pursuant to Section 16.6 of the Interlocal Agreement, an applicant submitting a School Concurrency Determination Application for approval of a Site Plan that will generate additional students in a School Concurrency Service Area in which there is insufficient Available School Capacity to accommodate the anticipated additional students must enter into a Proportionate Share Mitigation Agreement to prevent school overcrowding attributable to the anticipated additional students generated by the Residential Development as specified in the Interlocal Agreement;

WHEREAS, an Applicant must submit the School Concurrency Determination Application along with a Development Analysis which identifies the proposed location of the Residential Development, the number of Residential Units that will be created, a phasing schedule (if applicable), a map demonstrating land use and zoning classifications for the Applicant’s property, as well as all other information required pursuant to Section 16.5 of the Interlocal Agreement, to the County; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land, as more particularly described on **Exhibit “A,”** attached hereto and incorporated herein by reference (the “Property”), the location of which is illustrated by a map attached hereto as **Exhibit “B,”** and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a School Concurrency Determination Application and Development Analysis to the City in connection with a proposal to obtain approval for a plat in order to develop 112 single family Residential Units on the Property (the “Project”) and the City has forwarded the School Concurrency Determination Application and Development Analysis to the School Board; and

WHEREAS, the School Board has reviewed and evaluated the Applicant’s School Concurrency Determination Application and Development Analysis as required by Section 18.6 of the Interlocal Agreement, and has determined that based on the current adopted Level of Service standards for the School Concurrency Service Areas within which the Property is located and the anticipated new School Capacity that will be available in the first three (3) years of the current District Facilities Work Program to serve the proposed Residential Development, there is insufficient Available School Capacity at the middle school level to serve the new single-family Residential Units within the School Concurrency Service Areas for the Project or within adjacent School Concurrency Service Areas as determined by an Adjacency Review; and

WHEREAS, the Applicant and the School Board entered into the School Mitigation Agreement for Capacity Enhancement #APK-18-001 (the “CEA”) with an effective date of March 14, 2018, and recorded as Document Number 20180181972 in the Public Records of Orange County, Florida, to address the impact of nineteen (19) New Units on the applicable School Attendance Zones; and

WHEREAS, approving the School Concurrency Determination Application without requiring Proportionate Share Mitigation for the impacts of the proposed Project will either create or worsen school overcrowding in the applicable School Concurrency Service Areas; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School Board and County to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Project, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.
2. **DEFINITION OF MATERIAL TERMS.** Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement.
3. **LEGALLY BINDING COMMITMENT.** This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new Residential Units for which the Applicant is seeking approval pursuant to the School Concurrency Determination

Application and is intended to satisfy the requirements of Florida law and the Orange County Code.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties hereby agree that the Applicant shall provide Proportionate Share Mitigation in order to meet the demand for School Capacity created by the Project and to provide additional capacity for middle school students, as follows, in accordance with Section 19.2 of the Interlocal Agreement:

Payment in the amount of TWO HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$287,844.00) to cover the Proportionate Share Mitigation associated with providing the necessary capacity to complete the Project (the “Proportionate Share”) to the School Board. Such payment shall be due and payable prior to the time the plat for the Property is approved and has been calculated in accordance with the formula found in Section 17.2 of the Interlocal Agreement. To the extent the Applicant’s proposed Residential Development is subject to a Capacity Enhancement Agreement, any capacity enhancement mitigation paid pursuant to such agreement will be applied as a credit to the Proportionate Share Mitigation required for the Project. Such credit will be subtracted from the total Proportionate Share Mitigation required pursuant to the Interlocal Agreement. Pursuant to the CEA, the estimated credit to be applied to the Proportionate Share Mitigation is TWENTY-FIVE THOUSAND SEVEN HUNDRED TWELVE AND 00/100 (\$25,712.00).

5. **USE OF PROPORTIONATE SHARE.** The School Board shall direct the Proportionate Share to a School Capacity improvement identified in the capital improvement schedule in the five (5) year district work plan of the School Board’s District Facilities Work Program which satisfies the demands from the proposed Residential Development. If such a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to its District Facilities Work Program to mitigate the impacts from the Project, as provided in Section 17.6 of the Interlocal Agreement.

6. **IMPACT FEE CREDIT.** The Proportionate Share paid pursuant to this Agreement shall be credited against the School Impact Fee on a dollar for dollar basis at fair market value.

The School Board shall notify the City of the amount of the School Impact Fee Credit based upon 25.52 Equivalent Residential Units (as defined in Section 30-622 of the Orange County Code), currently estimated to be TWO HUNDRED TWENTY FOUR THOUSAND ONE HUNDRED TWENTY NINE AND 03/100 DOLLARS (\$224,129.03), and shall request a School Impact Fee credit account in such amount upon receipt of the Proportionate Share Mitigation.

7. **ISSUANCE OF SCHOOL CONCURRENCY RECOMMENDATION.** Upon final execution of this Agreement by all Parties hereto, this Agreement will serve as the Applicant’s Capacity Encumbrance Letter in accordance with Section 16.7 of the Interlocal Agreement.

8. **SCHOOL CAPACITY ENCUMBRANCE AND RESERVATION.** Upon final execution of this Agreement by all Parties hereto, this Agreement will serve as the Applicant’s Capacity Encumbrance Letter that School Capacity will be available for the Project. This is in accordance with Section 16.6(g) of the Interlocal Agreement.

At such time as Applicant has prepaid the School Impact Fees further described in Section 6 of this Agreement, and paid the applicable installment(s) of the School Capacity Reservation Fee described in Section 9 below, School Capacity shall be reserved for the Project Units reflected on the application; if the Applicant fails to make any of the required School Capacity Reservation Fee payments described in Paragraph 9 below or if this Agreement is terminated, such reserved School Capacity shall lapse and be returned to the applicable Concurrency Service Area.

9. CAPACITY RESERVATION FEE. The Applicant shall be required to pay a School Capacity Reservation Fee for the Project in accordance with Section 30-599 of the Orange County Code. The Applicant shall pay the School Capacity Reservation Fee further described below.

- a. 1st Installment due within six (6) months of the Effective Date of this Agreement:
\$ 327,936.00
- b. 2nd Installment due 18 months from the Effective Date of this Agreement:
\$327,936.00
- c. 3rd Installment due 30 months from the Effective Date of this Agreement:
\$327,936.00

Notwithstanding the schedule provided by this Section, Applicant may prepay any or all of the School Capacity Reservation Fees in advance. School Capacity Reservation Fees paid pursuant to this Agreement shall be credited towards School Impact Fees as provided in Section 30-599 of the County Code.

10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the City and the School Board agree to an extension of the Applicant's School Concurrency Mitigation Agreement:

a. The Applicable Local Government does not approve the Plat within one hundred eighty (180) days from approval of the Site Plan by the City Council. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant by the School Board.

b. The Applicant fails to proceed in good faith in a diligent and timely manner and secure at least one Building Permit for a unit other than a model home within three (3) years of recording of the plat. In such case, this Agreement shall be terminated and any encumbered or reserved school capacity shall be returned to its applicable capacity bank. The Applicant will not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement, and will only be entitled to receive a 90% refund of the Capacity Reservation Fee assuming all other applicable conditions are met.

11. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

12. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board School Board of Orange County, Florida
Attn: Superintendent
445 West Amelia Street
Orlando, Florida 32801

With a Copy to: Orange County Public Schools
Attn: Facilities Planning Department
6501 Magic Way, Building 200
Orlando, Florida 32809

Applicant: Richard Wohlfarth
W.C. Group, LLC
246 N. Westmonte Drive
Altamonte Springs, Florida 32714

City: City of Apopka
Attn: Planning Department
120 E. Main Street
Apopka, Florida 32703

13. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

16. AMENDMENTS. No modification, amendment, or alteration to the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent may be conditioned upon the

receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

18. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

19. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant's expense, in the Public Records of Orange County, Florida.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

21. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

23. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

24. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

25. PRE-PAYMENT, MITIGATION & CAPACITY RESERVATION FORMS. This Agreement requires the Applicant to pay a Capacity Reservation Fee and Proportionate Share Mitigation prior to the recording of a Plat. The form attached hereto as **Exhibit "C,"** must be completed and returned to the School Board's Facilities Planning Department with all fees due hereunder, including, but not limited to, Capacity Reservation Fees and Proportionate Share Mitigation. This form must be completed and returned to the Facilities Planning Department, in addition to all fees payable pursuant to the terms of this Agreement, to satisfy Paragraph 4 and Paragraph 9 of this Agreement.

Signatures on Following Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

Signed and sealed in the presence of:

“SCHOOL BOARD”

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Print Name: _____

By: _____
William E. Sublette, its Chairman

Print Name: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by William E. Sublette, Chairman of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or had produced _____ (type of identification) as identification.

AFFIX NOTARY STAMP

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Signed and sealed in the presence of:

Print Name: _____

Attest: _____
Barbara M. Jenkins, Ed.D. as its
Secretary and Superintendent

Print Name: _____

Dated: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Barbara M. Jenkins, ED.D. as Superintendent The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

Reviewed and approved by Orange County
Public School's Chief Facilities Officer

Approved as to form and legality by legal
counsel to The School Board of Orange
County, Florida, exclusively for its use and
reliance.

John T. Morris
Chief Facilities Officer

Laura L. Kelly, Staff Attorney III/Planning
and Real Estate

Date: _____, 2018

Date: _____, 2018

“APPLICANT”

Signed and sealed in the presence of:

(ADELBERT D. RAULERSON)

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of _____, on behalf of the organization. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

“APPLICANT”

Signed and sealed in the presence of:

(A.D. RAULERSON, JR)

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of _____, on behalf of the organization. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

“APPLICANT”

Signed and sealed in the presence of:

(CURTIS R. PUMPHREY)

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of _____, on behalf of the organization. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

“APPLICANT”

Signed and sealed in the presence of:

(KAREN R. PUMPHREY)

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of _____, on behalf of the organization. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

“CITY”

CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida.

By: Mayor

Print Name _____

Title: _____

Date: _____

ATTEST:

By: _____

City Clerk

{ Corporate Seal }

Date: _____

Exhibit "A" – Legal Description

Parcel 1

A parcel of land lying in Section 28, Township 20 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

From the Southeast corner of Section 28, Township 20 South, Range 28 East, run thence North $01^{\circ}45'16''$ West, 750.00 feet, along the East line of said Section 28; thence South $87^{\circ}59'45''$ West, 50.00 feet parallel with the South line of said Section 28 for the Point of Beginning of this description; continue thence South $87^{\circ}59'45''$ West 1143.99 feet to the East line of parcel previously deeded for a Well lot, thence North $02^{\circ}00'11''$ West, 59.60 feet to the Northeast corner of the aforementioned Well lot; thence South $87^{\circ}59'49''$ West, 173.12 feet along the North line of said Well lot; thence North $01^{\circ}49'26''$ West 519.15 feet to the North line of the South one half (S1/2) of the Southeast one quarter (SE1/4) of Section 28; thence North $88^{\circ}02'24''$ East 714.27 feet along the North line of said South one half (S1/2) of the Southeast one quarter (SE1/4) to the Northeast corner of the West one-half (W1/2) of the Southeast one quarter (SE1/4) of the Southeast one quarter (SE1/4) of said Section 28; thence South $01^{\circ}49'16''$ East, 524.00 feet along the East line of the said West one half (W1/2) of the Southeast one quarter (SE1/4) of the Southeast one quarter (SE1/4); thence North $88^{\circ}02'24''$ East 603.10 feet to a point 50.00 feet West of the East line of said Section 28; thence South $01^{\circ}45'16''$ East 54.04 feet to the Point of Beginning.

Less and except the following described lands:

From the Southeast corner of Section 28, Township 20 South, Range 28 East, run thence North $01^{\circ}45'16''$ West, 750.00 feet, along the East line of said Section 28; thence South $87^{\circ}59'45''$ West, 50.00 feet parallel with the South line of said Section 28 for the Point of Beginning of this description; thence continue South $87^{\circ}59'45''$ West, a distance of 550.01 feet; thence North $01^{\circ}45'16''$ West, a distance of 54.16 feet; thence North $88^{\circ}02'24''$ East, a distance of 550.00 feet to a point on the West right of way line of Rock Springs Road; thence South $01^{\circ}45'16''$ East, along said West right of way, a distance of 54.04 feet to the Point of Beginning.

Parcel 2

A parcel of land lying in Section 28, Township 20 South, Range 28 East, Orange County, Florida, being more particularly described as follows;

From the Southeast corner of Section 28, Township 20 South, Range 28 East run South $87^{\circ}59'49''$ West 600.00 feet along the South line of said Section 28 for a Point of Beginning of this description; continue thence South $87^{\circ}59'49''$ West 630.44 feet; thence run North $01^{\circ}41'41''$ West 601.62 feet to the South line of a previously deeded Well lot, thence North $87^{\circ}59'49''$ East 38.50 feet to the Southeast corner of the aforementioned Well lot; thence North $01^{\circ}41'41''$ West 148.40 feet along the East line of aforementioned Well lot; thence North $87^{\circ}59'45''$ East 593.99 feet to a point 600.00 feet West of the East line of aforementioned Section 28, and 750.00 feet North of the South line of aforementioned Section 28; thence South $01^{\circ}45'16''$ East 750.00 feet to the Point of Beginning, less the South 30.00 feet thereof for road.

Less and except the South 326.71 feet of the West 200.00 feet of the above described Parcel.

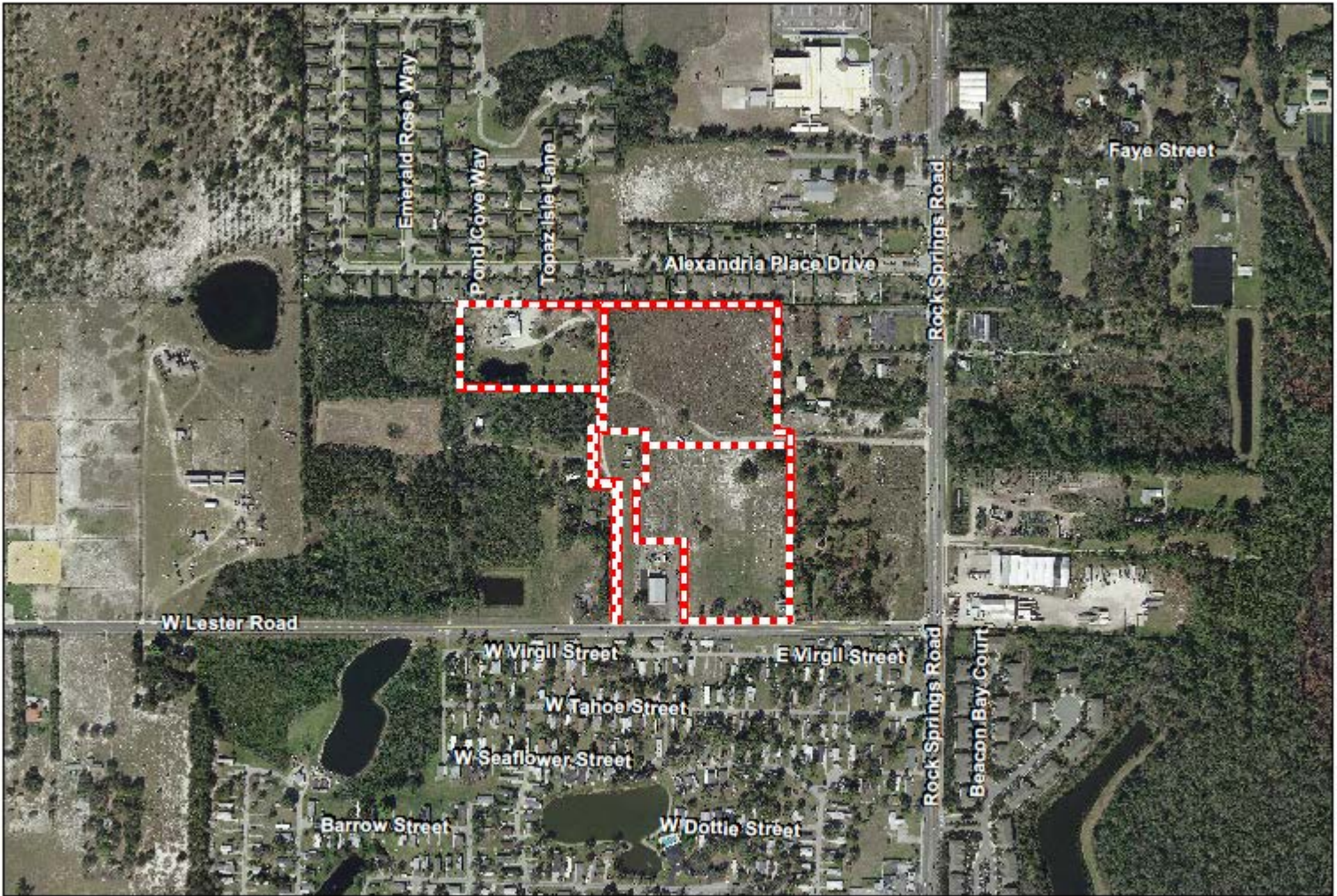
Parcel 3

A Part of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 20 S, Range 28 E, Orange County, Florida, being more particularly described as follows:

Begin at the SE corner of said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 20 S, Range 28 E; thence South 87 degrees 59' 49" West along the Southerly line of said Section 28 for 15.00 feet; thence North 01 degrees 46' 12" West, parallel with the East line of the aforesaid East $\frac{1}{2}$ of the SW

$\frac{1}{4}$ of the SE $\frac{1}{4}$ for 586.62 feet; thence South 87 degrees 59' 49" West for 83.51 feet; thence North 01 degrees 46' 12" West for 238.00 feet; thence North 87 degrees 59' 49" East for 35.35 feet; thence North 01 degrees 49' 26" West parallel with the Westerly boundary of Lands described in Official Records Book 2748, Page 1803 of the Public Records of Orange County, Florida for 159.83 feet; thence South 88 degrees 03' 21" West, parallel with the North line of the aforesaid East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, for 595.03 feet to the West line of said East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North 01 degrees 46' 37" West along the West line, for 345.00 feet to the NW corner of said East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North 88 degrees 03' 21" East along the North line of said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ for 609.75 feet; thence South 01 degrees 49' 26" East along the Westerly line of the aforesaid lands described in Official Records Book 2748, Page 1803, Public Records of Orange County, Florida for a distance of 519.81 feet to the Northerly boundary of lands described in Official Records Book 3141, Page 1427, Public Records of Orange County, Florida; thence South 87 degrees 59' 49" West along said Northerly boundary for 3488 feet to the North West corner of said lands described in Official Records Book 3141, Page 1427, Public Records of Orange County, Florida; thence South 01 degrees 46' 12" East for 208.00 feet to the Southwest corner of said lands described in Official Records Book 3141, Page 1427, Public Records of Orange County, Florida; thence North 87 degrees 59' 49" East, along the Southerly boundary of said lands described in Official Records Book 3141, Page 1427, of the Public Records of Orange County, Florida for 83.51 feet to the East line of the aforementioned E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28; thence south 01 degrees 46' 12" East along said East line, for 601.62 feet to the Point of beginning. Less and excepting therefrom the southerly 30 feet for road.

Exhibit "B"-Location Map



Facilities Planning
Orange County Public Schools



Jurisdiction: City of Apopka
School Board Dist: # 7
Parcel ID: Multiple Parcels
Acreage: +/- 22.81 ac

Schools
ES: Rock Springs
MS: Apopka
HS: Apopka

APK-18-011
San Sebastian Reserve

Exhibit “C”-Forms



CAPACITY RESERVATION FEE & MITIGATION FORM

DEPARTMENT OF FACILITIES PLANNING

6501 MAGIC WAY, BUILDING 200, ORLANDO, FL 32809

TEL: 407-317-3974 / FAX: 407-317-3263 / WEBSITE: <http://planning.ocps.net>

A Concurrency Mitigation Agreement (CMA) or Capacity Encumbrance Letter (CEL) may require property owners and developers to pay a Capacity Reservation Fee (CRF) and/or Proportionate Share Mitigation at some point in the development process prior to issuance of a building permit. This form must be completed and returned to the Department of Facilities Planning at Orange County Public Schools (OCPS) along with a check for the estimated Capacity Reservation Fees, and/or Proportionate Share Mitigation. This form must be completed and returned to the Department of Facilities Planning at Orange County Public Schools. Any questions regarding this form should be directed to the following:

Contact: Jamie Boerger, AICP
 (407) 317-3700 x2022391
 Jamie.DiLuzioBoerger@ocps.net

| | |
|---|---|
| SECTION 1: CMA/CEL INFORMATION | CMA \ CEL #: |
| | CMA \ CEL Title: |
| | Jurisdiction: |
| | Parcel ID(s):¹ |
| | General Location: |
| | Development Permit Type:² |

| | |
|---|------------------------|
| SECTION 2: APPLICANT INFORMATION | Date: |
| | Applicant Name: |
| | Company: |
| | Address: |
| | Phone #: |
| | Email: |

Exhibit “C”-Forms

CAPACITY RESERVATION FEE & MITIGATION FORM

| | |
|---|------------------------------------|
| SECTION 3: DEVELOPMENT PROFILE | Plat/Site Plan Title: ³ |
| | Project Title: |
| | Phase: |
| | # Single Family Units: |
| | # Multi-Family Units: |
| | # Townhome Units: |
| | Total # of Units: |
| Local Governmental Approval date of Plat/Site Plan: | |

| | | | |
|---|---|---------------------|-----------------|
| SECTION 4: PAYMENT SUMMARY | Capacity Reservation Fee Amount (payable to the applicable local government) | | |
| | Installment: <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> Remaining Balance \$ _____ | | |
| | Proportionate Share Mitigation Amount (payable to Orange County School Board) | | |
| | \$ _____ | | |
| | <i>A check made payable to OCPS must accompany this form. If the prepayment amount is correct and the form complete and sufficient, a Letter of Authorization will be prepared by OCPS to inform the Applicable Local Government to create a credit account. OCPS will forward the Letter of Authorization to the Applicable Local Government and copy the Applicant.</i> | | |
| | Single Family | Multi-Family | Townhome |
| | \$8,784/unit | \$5,919/unit | \$6,930/unit |
| Does this CMA / CEL require an additional contribution? Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| Identify the section of the CMA / CEL that requires the mitigation payment? | | | |
| | | | |

| Applicant Checklist: | |
|--------------------------|--|
| <input type="checkbox"/> | Capacity Reservation Fee check, payable to the applicable Local Government . (Deliver to OCPS) |
| <input type="checkbox"/> | Proportionate Share Mitigation check, payable to the Orange County Public Schools . (Deliver to OCPS) |
| <input type="checkbox"/> | 11 X 17 copy of the site plan/plat associated with this request. (Attach to email) |

_____ Signature of Applicant
_____ Print Name of Applicant
_____ Date

Exhibit “C”-Forms

CAPACITY RESERVATION FEE & MITIGATION FORM

| For OCPS Use Only: | |
|---|----------------|
| Reviewer : _____ Date Reviewed: _____ | Received Stamp |
| <input type="checkbox"/> Application Sufficient | |
| <input type="checkbox"/> Letter of Authorization Approved | |

Footnotes:

1. List all parcel identification numbers assigned to the parcels within the Preliminary Subdivision Plan (PSP), site plan, or plat boundaries that apply to this application. List parcel IDs in a separate attachment, if necessary.
2. Development permit type – state whether the credit will be applied to a plat, PSP, site plan, or other type of permit required by local government. Only one development permit type should apply. A separate Prepaid School Impact Fee Form must be completed for each development permit application.
3. State the title of the PSP, site plan or plat exactly as it appears on that document.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: June 20, 2018
 FROM: Public Services
 EXHIBITS:

SUBJECT: PURCHASE OF TWO (2) UTILITY CARTS

REQUEST: APPROVE THE PURCHASE OF TWO (2) UTILITY CARTS FROM CRUISE CAR, INC. IN THE AMOUNT OF \$20,798

SUMMARY:

Public Services has obtained three quotes for the purchase of two (2) utility carts from Cruise Car, Inc. for the Wastewater Plant Operations Staff to move between the existing and new plants. The quotes are as follows:

| Company Name | Quote Amount |
|-------------------|--------------|
| Cruise Car, Inc. | \$20,798 |
| Trail Saw & Mower | \$24,242 |
| Futch's Depot | \$24,326 |

With the expense of the wastewater plant expansion, it has become necessary to provide staff with an efficient, effective means of maneuvering around the facility without the use of pickup trucks. Funding for this purchase will be provided through the Owner's Contingency Fund for the Wastewater Plant Expansion Project previously approved by the City Council on March 15, 2017.

FUNDING SOURCE:

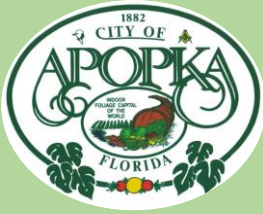
Fund 403 – Wastewater Plant Expansion Project Budget

RECOMMENDATION ACTION:

Approve the purchase of two (2) utility carts from Cruise Car, Inc. in the amount of \$20,798.

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: June 20, 2018
 FROM: Public Services
 EXHIBITS:

SUBJECT: RECLAIMED WATER SYSTEM EXTENSION GOLDEN GEM RD.

REQUEST: AWARD A CONTRACT TO ATLANTIC CONCRETE & MECHANICAL INC. IN THE AMOUNT OF \$133,000

SUMMARY:

Public Services received sealed bids from nine (9) companies to perform the installation of the Reclaimed Water Main Extension along Golden Gem Rd. The bids are as follows:

| Company Name | Bid Amount |
|---------------------------------------|------------|
| Atlantic Concrete & Mechanical, Inc. | \$133,000 |
| DB Civil Construction, LLC | \$149,925 |
| Cathcart Construction Company | \$174,600 |
| Valencia Construction Group, Inc. | \$185,460 |
| TB Landmark Construction | \$240,850 |
| Providence Construction & Development | \$249,099 |
| Schuller Contractors Inc. | \$300,001 |
| Masci Corporation | \$441,249 |
| Sanpik Inc. | \$457,350 |

Project consists of installing approximately 2,700 linear feet of 24” pipe within the right-of-way. The project further consists of furnishing all transportation, equipment, labor, services and supplies necessary to install the pipe. The City will purchase and furnish pipe, fittings and misc. appurtenances for the project.

FUNDING SOURCE:

Fund 403 – Reclaimed Water Impact Fees

RECOMMENDATION ACTION:

Approve the award of a contract to Atlantic Concrete & Mechanical Inc. in the amount of \$133,000 plus a 10% project contingency of \$13,300 for a total amount of \$146,300.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: June 20, 2018
 FROM: Public Services
 EXHIBITS: Reiss Engineering
 Recommendation

SUBJECT: MOUNT PLYMOUTH LAKES WATER PRODUCTION WELLS NO. 1 & NO. 4 MODIFICATIONS

REQUEST: AWARD A CONTRACT TO APPLIED DRILLING ENGINEERING, INC. IN THE AMOUNT OF \$1,147,461

SUMMARY:

Public Services received sealed bids with ITB# 2018-13 from three (3) companies to perform the modifications to the Mount Plymouth Water Production Wells No. 1 & No. 4. The bids are as follows:

| Company Name | Bid Amount |
|------------------------------------|-------------|
| Applied Drilling Engineering, Inc. | \$1,147,461 |
| A.C. Schultes | \$1,159,276 |
| All Webbs Enterprises, Inc. | \$1,426,435 |

This project consists of modifying the water production wells by deepening them to a depth of approximately 1,100 feet, installing new casing, developing the wells, installing new pumps, motors and controls. This project is required under Condition #32 of the City’s Consumptive Use Permit with the St. Johns River Water Management District.

FUNDING SOURCE:

Fund 403 – Potable Water Impact Fees
 Fund 401 – Water Plants Capital Budget

RECOMMENDATION ACTION:

Approve the award of a contract to Applied Drilling Engineering, Inc. in the amount of \$1,147,461 plus a 5% project contingency of \$57,373 for a total of \$1,204,834.

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |



June 15, 2018

Kevin Burgess
Assistant Public Services Director
City of Apopka
748 E. Cleveland St.
Apopka, FL 32703

Re: City of Apopka
MPL Wells No. 1 & 4
ITB#2018-13

RECOMMENDATION OF AWARD

Dear Mr. Burgess:

On June 6, 2018, the City of Apopka (City) received sealed construction bids for the referenced project from three (3) Contractors. The bid tabulation shows Applied Drilling Engineering, Inc. as the apparent low bidder with a total bid of \$1,147,461. The second apparent low bidder is AC Schultes of Florida, Inc. with a total bid of \$1,159,276, and the third apparent low bidder is All Webbs Enterprises, Inc. with a total bid of \$1,426,435. All bid addenda were acknowledged for this project. The bid prices were checked and all prices are correct.

Reiss Engineering, Inc. (REI) and ASRus reviewed the bid proposal of the apparent low bidder, Applied Drilling Engineering, Inc., and the project references to evaluate whether they demonstrate the similar project elements (as required per the bid request). The qualifications of Applied Drilling Engineering, Inc. met the bid requirements. References from Applied Drilling Engineering were contacted, and the reference responses that REI received were satisfactory.

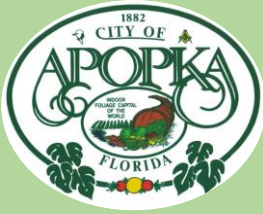
REI recommends the above referenced construction contract be awarded to the apparent low bidder, Applied Drilling Engineering, Inc. with a total bid of \$1,147,461.

REI appreciates this opportunity to serve the City for this important project. If you have any questions, please do not hesitate to contact us.

REISS ENGINEERING, INC.

Sincerely,

Christophe Robert, Ph.D., P.E.
Project Manager



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: June 20, 2018
 FROM: Public Services
 EXHIBITS: Agreement

SUBJECT: CURBSIDE RECYCLABLES PROCESSING AGREEMENT

REQUEST: APPROVE AN AGREEMENT WITH WASTE MANAGEMENT INC., FLORIDA TO RECEIVE AND PROCESS CURBSIDE RECYCLABLES IN THE AMOUNT OF \$47.50 PER TON

SUMMARY:

Prior to June 30, 2017, the City had been delivering its curbside collected recycling to the Orange County Recycling Facility on McCormick Rd, at no charge, as provided by Orange County contract Y3-1021, an agreement between Orange County and Waste Management Inc., Florida, which ended on the referenced date. Prior to this date, the county issued an Invitation to Bid for a new contract for processing, but received five (5) “No Bid” responses and resulted in a modified extension of the existing agreement including a new \$42 per ton processing fee, which the City is currently paying.

A second Orange County Invitation to Bid resulted in extremely high rates that were rejected and another amendment extending and modifying the agreement to include a new rate of \$47.50 per ton was executed. The term of this amendment is for one year beginning July 1, 2018, with a one year renewal option.

Staff has developed an agreement with Waste Management Inc., Florida, to continue to receive and process all curbside recyclables collected by the City, piggybacking the terms of the Orange County Agreement.

FUNDING SOURCE:

Fund 402 – Sanitation Operating Budget

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the agreement with Waste Management Inc., Florida for the receipt and processing of all curbside recyclables collected by the City in the amount of \$47.50 per ton.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2018, by and between the CITY _____, FLORIDA, a municipal corporation organized and existing under the laws of Florida ("City") and WASTE MANAGEMENT INC. OF FLORIDA, (hereinafter called "WMIF"), a Florida corporation, with an office at 2700 Wiles Road, Pompano Beach, FL 33073.

WITNESSETH

WHEREAS, WMIF has secured from Orange County a contract for the processing of curbside recyclables, such contract dated April 22, 2003, and amended several times, the last amendment being Amendment No. 5 executed April 27, 2018, with an effective date of July 1, 2018. The contract is numbered Y3-1021 "Transfer, Processing and Marketing of Recyclables" (the "Contract"); and

WHEREAS, WMIF is able and willing to provide the City with curbside recyclables processing services using the aforesaid Contract; and

WHEREAS, City is desirous of using the Contract to secure the processing services from WMIF without the cost and delay of competitive bidding; and

WHEREAS, the City's Code of Ordinances authorizes the City to utilize such previously solicited contracts as a means to avoid costs and to expedite the contracting process.

NOW, THEREFORE, in consideration of these premises and the mutual undertakings hereinafter stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Existing Contract** WMIF and Orange County are parties to the Contract set forth above. The City elects to utilize WMIF as a contractor to provide curbside recyclables processing services for the City's recyclables and to be bound by the terms and conditions of the Contract regarding same as modified herein. References in the Contract to County personnel, County policies, and County functions shall be deemed to refer to City personnel, policies and functions if applicable. The parties agree that the modifications set forth herein below are not substantive and do not materially alter the Contract. The parties agree to be bound by the Contract as modified. Capitalized terms used herein have the meanings set forth in the Contract unless the context requires otherwise.
2. **Scope of Work** WMIF's scope of work under the Contract is limited to processing curbside recyclables delivered by the City to Orange County's McCormick Recyclables Transfer Station, Materials Recovery Facility and Landfill Recyclables Sorting Facility. Processing will take place at WMIF's Tampa MRF and/or Reuters Recycling Facility in Pembroke Pines, Florida. WMIF shall designate the receiving facility at which the City will make deliveries.

3. **Term** The term of this Agreement is for one year and shall commence on July 1, 2018. The County maintains a right to unilaterally extend the underlying Contract for one additional year. Should the County do so, the City may also extend for such period of time as the County has extended the Contract. It is understood and agreed that the facilities used for receiving material are owned by the County and that WMIF only has the right to operate same pursuant to the Contract. Termination of the Contract for any reason shall automatically terminate this Agreement.

4. **Performance Bond** WMIF has provided the County with a performance bond. No bond will be provided to the City.

5. **Liquidated Damages/Penalties/Host Fee** All provisions for liquidated damages or penalties set forth in the Contract are reserved for the County and are not extended to the City and are not rights that the City has or can enforce. No host fees are payable under the Contract.

6. **Deliverables/Reports** Reporting requirements set forth in the Contract are modified to only require quarterly tonnage reports.

7. **Compensation** City shall pay WMIF \$47.50 per ton of recyclables delivered and accepted by WMIF.

9. **Additional Documentation** The parties agree to cooperate with each other and provide additional documentation should same be determined by the parties that it is required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized or have hereunto set their hands and seals in duplicate as of the day and year first above written.

CITY OF _____, FLORIDA

By: _____

Attest:

WASTE MANAGEMENT INC. OF
FLORIDA

By: _____

Attest:



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Business

MEETING OF: June 20, 2018
 FROM: Administration
 EXHIBITS:

SUBJECT: RFP 2018-01 EVENT PRODUCTION & MANAGEMENT SERVICES FOR SPECIAL EVENTS AT THE APOPKA AMPHITHEATER

REQUEST: AUTHORIZE THE REJECTION OF RFP 2018-01.

SUMMARY:

On November 14th, 2017, a Bid Opening was held in response to a Request for Proposal (RFP) No. 2018-01 for event production and management services for special events at the Apopka Amphitheater. The original Request for Proposal was duly advertised in the Orlando Sentinel on Monday, October 9, 2017 and was placed on Demand Star as well as the City’s website. Three (3) Sealed Bids were received prior to the deadline of 1:00 pm on November 14th, 2017 and the said bids were opened at 1:15 p.m. in the Council Chambers. Staff is requesting authorization to post rejection of the RFP due to the length of time that has transpired since proposals were received and also for new administration to review the budgetary necessity of these services.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize staff to reject the bids received and RFP 2018-01.

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | City Clerk |
| City Administrator | IT Director | Fire Chief |
| Community Development Director | Police Chief | |



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Business

MEETING OF: June 20, 2018
 FROM: Administration
 EXHIBITS:

SUBJECT: ITB 2018-05 CONSTRUCTION OF KIT LAND NELSON PARK FITNESS TRAILS

REQUEST: AUTHORIZE THE REJECTION OF ITB 2018-05.

SUMMARY:

As a grant application requirement City Council approved the second reading of Ordinance No. 2561 on March 15, 2017, amending the Capital Improvement Plan to include a fitness trail in Kit Land Nelson Park. The Florida Department of Environmental Protection awarded the City \$120,000 to Construct a 10' X 2,900 Linear Foot concrete fitness trail in Kit Land Nelson Park with the installation of additional landscaping, lighting, and parking spaces. The grant required a match of \$80,000, which was approved by City Council on August 16, 2017.

After project scheduling and design of the trail system was complete an Invitation to Bid (ITB) No. 2018-05 was advertised on Friday, March 30, 2018. On May 4, 2018 a Bid Opening was held and three (3) Sealed Bids were received prior to the deadline of 10:00 am. After review of the submittals staff is requesting authorization to post rejection of ITB 2018-05 due to the bids being over budget and the qualifications not being met. A re-bid would be necessary and would be advertised within the next two weeks.

FUNDING SOURCE:

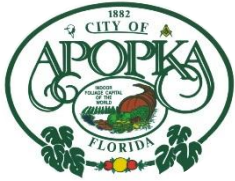
N/A

RECOMMENDATION ACTION:

Authorize staff to reject and re-bid ITB 2018-05.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | City Clerk |
| City Administrator | IT Director | Fire Chief |
| Community Development Director | Police Chief | |



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Final Development Plan

MEETING OF: June 20, 2018
 FROM: Community Development
 EXHIBITS: Vicinity Map
 Aerial Map
 Final Development Plan
 Landscape Plan
 Parking Analysis
 Building Elevations

SUBJECT: FINAL DEVELOPMENT PLAN – WEKIVA RIVERWALK SHOPPING CENTER

REQUEST: APPROVE THE FINAL DEVELOPMENT PLAN FOR THE WEKIVA RIVERWALK SHOPPING CENTER GROCERY STORE ADDITION

SUMMARY:

OWNER/APPLICANT: Woolbright Wekiva, LLC.
 ENGINEER: Sun-Tech Engineering, Inc., Clifford R. Loutan, P.E.
 LOCATION: 2121 East Semoran Boulevard
 PARCEL ID #: 12-21-28-9093-00-010
 FUTURE LAND USE: Commercial
 ZONING: C-1
 EXISTING USE: Retail Shopping Plaza
 PROPOSED USE: Grocery Store – redevelopment portion of shopping plaza building for a grocery store.
 TRACT SIZE: 24.74 +/- acres
 OVERALL DEVELOPMENT SIZE: 28,600 square feet
 BUILDING SIZE: 28,600 square feet

FUNDING SOURCE: N/A

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

RELATIONSHIP TO ADJACENT PROPERTIES:

| <i>Direction</i> | <i>Future Land Use</i> | <i>Zoning</i> | <i>Present Use</i> |
|---------------------|---|--------------------------------|---|
| North (County) | Office | R-1 | Single Family Residential |
| East (City, County) | Low Density Residential (County); Office (City) | P-D, R-1 (County); PO/I (City) | Wekiwa Springs Road\Single Family Residential, Assisted Living Facility |
| South (City) | Commercial | C-1 | Semorán Blvd.\Retail Shopping Plaza |
| West (County) | Low Density Residential | R-1 | Single Family Residential |

ADDITIONAL COMMENTS: The Wekiwa Riverwalk Shopping Center Final Development Plan proposes a 28,600 square foot grocery store in the northeastern corner of the existing Wekiwa Riverwalk shopping center building. Currently located in this tenant space is a restaurant and retail space. 8,500 square feet of the building will be constructed in an area that is currently used for parking and a drive aisle. The drive aisle leads into a driveway opening that currently allows access into the shopping center from Wekiwa Springs Road. The Final Development Plan proposes relocation of the driveway opening 90-feet to the south along Wekiwa Springs Road to accommodate the proposed building addition. Wekiwa Springs Road is an Orange County maintained road. Orange County has provided correspondence to the City indicating approval of the relocation of the driveway opening 90-feet to the south along Wekiwa Springs Road, and will issue a permit for the driveway relocation upon the City of Apopka’s approval of the Final Development Plan.

PARKING: The Final Development Plan provides a demolition plan which proposes the removal of 52 parking spaces to accommodate the 8,500 square feet of the building. Upon removal of the existing parking spaces to allow for the building addition, a total of 1,237 parking spaces will be provided in the Wekiwa Riverwalk shopping center. This is a sufficient amount of parking to accommodate the proposed grocery store and the existing uses located in the shopping center. The applicant has submitted a parking statement prepared by a professional engineer which concludes there will be a sufficient amount of parking provided in the shopping center with the removal of the parking spaces that will accommodate the building addition. Staff has accepted and is in agreement with this parking statement.

ACCESS: Access to the site will be provided via a relocated driveway opening located 90-feet to the south along Wekiwa Springs Road, and existing driveway openings located along Semoran Boulevard. Wekiwa Springs Road is an Orange County maintained road. Orange County has provided correspondence to the City indicating approval of the relocation of the driveway opening 90-feet to the south along Wekiwa Springs Road.

EXTERIOR ELEVATIONS: Staff has found the proposed building elevations to be designed in accordance with the City’s Development Design Guidelines.

STORMWATER: Stormwater run-off and drainage is accommodated by an existing on-site stormwater drainage system.

BUFFER/TREE PROGRAM: The applicant has provided a detailed landscape and irrigation plan for the portion of the parking lot in front of the proposed grocery store. The planting materials and irrigation system design are consistent with the water-efficient landscape standards set forth in Ordinance No. 2069.

PUBLIC HEARING SCHEDULE:

June 12, 2018 - Planning Commission (5:30 pm)

June 20, 2018 - City Council (7:00 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends the approval of the Wekiva Riverwalk Shopping Center Final Development Plan.

The **Planning Commission**, at its meeting on June 12, 2018, found the Wekiva Riverwalk Shopping Center Final Development Plan consistent with the Comprehensive Plan and the Land Development Code; and unanimously recommended approval subject to the findings of this staff report.

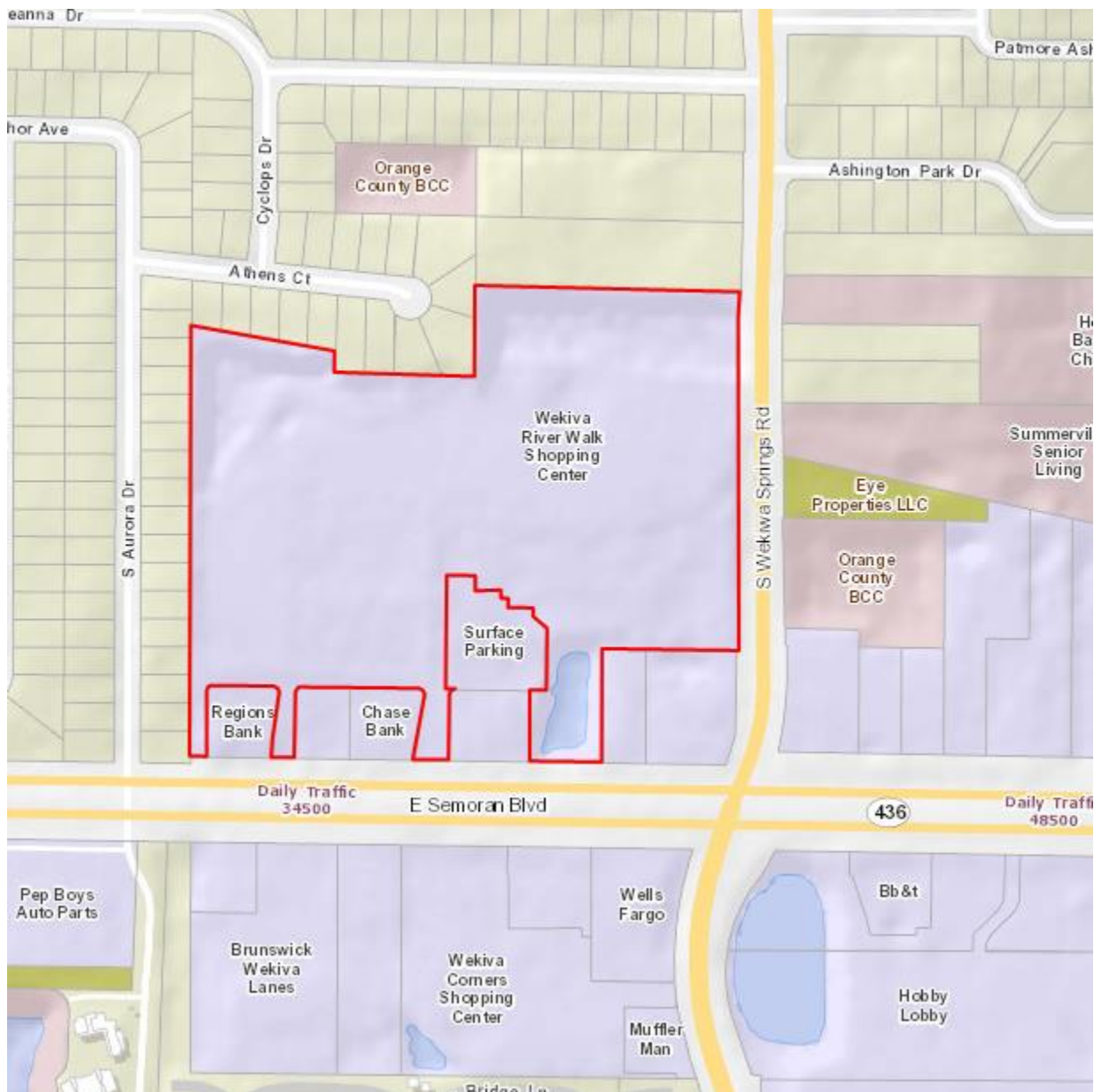
City Council: Approve the Wekiva Riverwalk Shopping Center Final Development Plan.

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.

Application: Final Development Plan
Owner/Applicant: Woolbright Wekiva, LLC
Engineer: Sun-Tech Engineering, Inc., c/o Clifford R. Loutan, P.E.
Parcel I.D. No: 12-21-28-9093-00-010
Location: 2121 East Semoran Boulevard
Acres: 4.19 +/-



VICINITY MAP



Application: Final Development Plan
Owner/Applicant: Woolbright Wekiva, LLC
Engineer: Sun-Tech Engineering, Inc., c/o Clifford R. Loutan, P.E.
Parcel I.D. No: 12-21-28-9093-00-010
Location: 2121 East Semoran Boulevard
Acres: 4.19 +/-

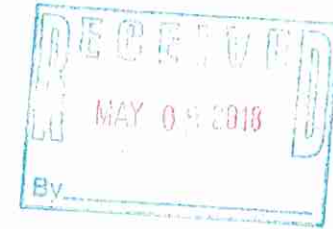


AERIAL MAP



WEKIVA RIVERWALK SHOPPING CENTER

City of Apopka, Orange County, Florida
FINAL DEVELOPMENT PLANS



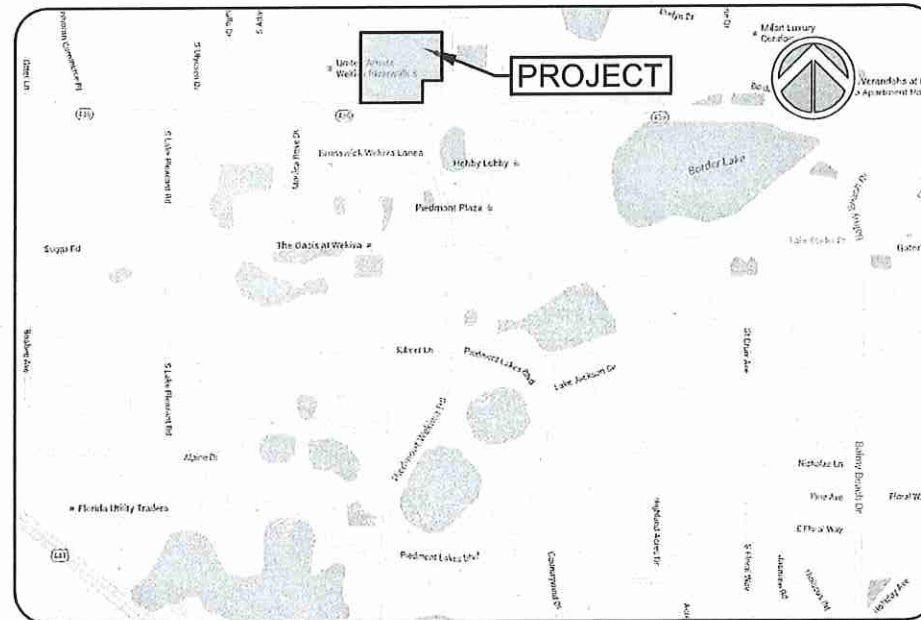
OWNER:
WOOLBRIGHT WEKIVA, LLC
3200 N. MILITARY TRAIL, 4th FLOOR
BOCA RATON, FLORIDA 33431
(561) 989-2241

ARCHITECT:
ARCHITECTURE/PLANNING
MARC WIENER, A.I.A.
851 SOUTH FEDERAL HWY., SUITE 203
BOCA RATON, FL 33432
(561) 750-4111

ENGINEER:
SUN-TECH ENGINEERING, INC.
4577 NOB HILL ROAD
SUITE 102
SUNRISE, FL. 33351
(954) 777-3123

SURVEYOR:
ACCURIGHT SURVEYS OF ORLANDO, INC.
2012 E. ROBINSON STREET
ORLANDO, FL 32803
(407) 894-6314

LANDSCAPE ARCHITECT:
INNOVATIONS DESIGN GROUP, INC.
1200 HILLCREST STREET
ORLANDO, FL 32803
(407) 440-3574



SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST
LOCATION MAP
N.T.S.

| INDEX OF DRAWINGS | |
|-------------------|---|
| SHEET NO. | TITLE |
| S1 - S2 | COVER SHEET |
| GN1 | SURVEY |
| GN1 | GENERAL NOTES |
| MDP1 | FINAL DEVELOPMENT PLAN |
| SP1 | SITE PLAN |
| D1 | PARKING DEMO PLAN |
| PD0 | OVERALL PAVING, GRADING AND DRAINAGE PLAN |
| PD1 | PAVING, GRADING AND DRAINAGE PLAN |
| PD2 | PAVING AND DRAINAGE DETAILS |
| SWPP1 | STORMWATER POLLUTION PREVENTION PLAN |
| WS0 | OVERALL WATER AND SEWER PLAN |
| WS1 | WATER AND SEWER PLAN |
| WS2 - WS5 | WATER AND SEWER DETAILS |
| AC3.01 | ARCHITECTURAL ELEVATION |
| SL1 | SITE LIGHTING PLAN |
| TM-01 | TREE REMOVAL PLAN |
| GN-00 | GENERAL LANDSCAPE NOTES |
| LS-01 | LANDSCAPE PLAN |
| LSD-01 | LANDSCAPE DETAILS |
| IR-00 | IRRIGATION NOTES |
| IR-01 | IRRIGATION PLAN |
| IR-02 | IRRIGATION DETAILS |

LEGAL DESCRIPTION:

PARCEL 1
LOTS 1, 2, 4 AND 5, WEKIVA RIVER WALK REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGES 28 AND 27, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

PARCEL 2
A NON-EXCLUSIVE EASEMENT FOR IMPROVED EGRESS AND VEHICULAR AND PEDESTRIAN PASSAGE AS DESCRIBED IN THE CERTAIN RECORDS, INSTRUMENTS EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4243, PAGE 1153, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA CONTAINS 1,182,358 SQUARE FEET OR 28.881 ACRES MORE OR LESS

STE Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

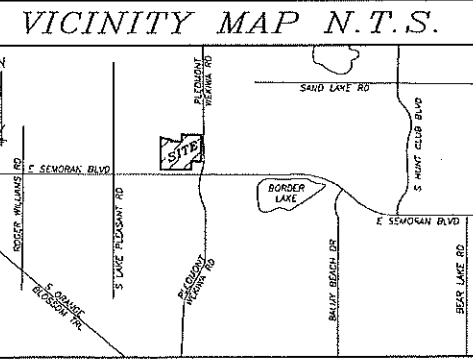
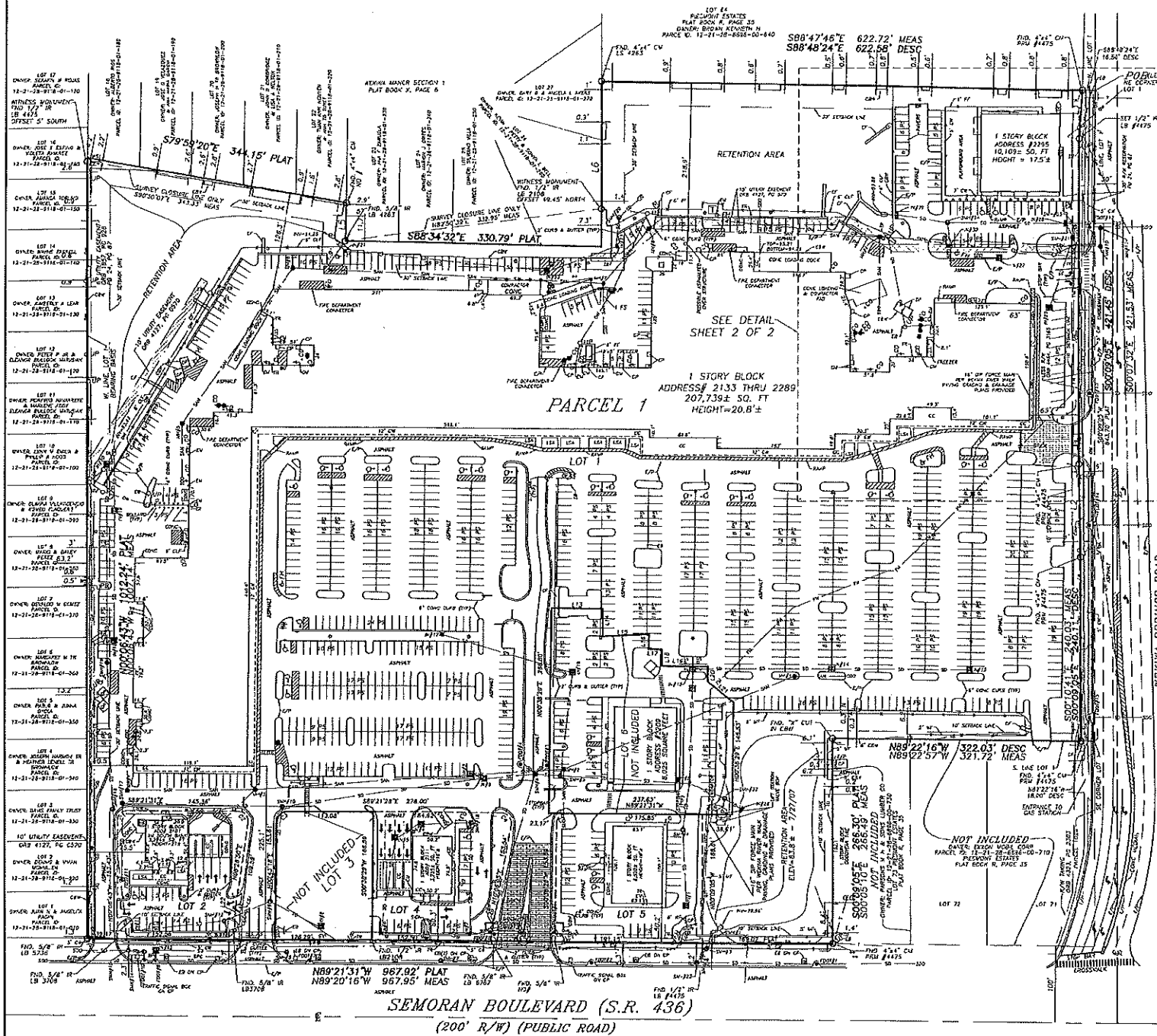


DRAWINGS MAY BE OUT OF SCALE DUE TO XEROX REPRODUCTION ERROR.



REV 1 2/20/18 PER DRC REVIEW
PROJECT NO. 17-3851
DESIGN DATE: DEC 2017

PLAT OF SURVEY



DESCRIPTION

PARCEL 1:
LOTS 1, 2, 4 AND 5, WEKIVA RIVER WALK REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGES 26 AND 27, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2:
A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND VEHICULAR AND PEDESTRIAN PASSAGE AS DESCRIBED BY THAT CERTAIN RECIPROCAL INGRESS-EGRESS EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4543, PAGE 1155, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
CONTAINS 1,162,250 SQUARE FEET OR 26.682 ACRES MORE OR LESS.

NOTES

1. BEGINS STRUCTURE BASED ON THE WEST LINE OF LOT 1 AS SHOWN ON THE PLAT OF WEKIVA RIVER WALK AS RECORDED IN PLAT BOOK 24, PAGE 87, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING 100°26'43"W
2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE BY THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. THIS BUILDING/LOT LIES IN ZONE "C", BASED ON FLOOD INSURANCE RATE MAP NO. 1305550100, COMMUNITY NO. 120410, CITY OF APOPKA, ORANGE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 25, 2009.
5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MINIMAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
6. THIS SURVEY MADE WITHOUT BENEFIT OF TITLE COMMITMENT.
7. THE ROOF HEIGHT SHOWN HEREON IS MEASURED TO THE HIGHEST POINT ON THE ROOF INCLUDING HIGH-OCCUPANCY APPURTENANCES SUCH AS PARAPETS, BELFRIES, CUPOLAS, ANTENNAS, WATER TOWERS, ETC.
8. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED.
9. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.
10. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK #1-104-505, HAVING AN ELEVATION OF 98.709 FEET, MVD 1928.

ZONING DATA

DISTRICT: C1 (COMMERCIAL RETAIL)
 AUTHORITY: CITY OF APOPKA
 MINIMUM YARD REQUIREMENTS:
 FRONT: 50' FROM ? OR 10' FROM PROPERTY LINE
 SIDE: 10'
 REAR: 10' OR 30' FROM RESIDENTIAL

MAXIMUM BUILDING HEIGHT: 35'
 PARKING: 5 PARKING SPACES PER 1000 SQUARE FEET
 20 + 1 HANDICAP SPACES PER 1000 REGULAR SPACES
 OVER 1000 REGULAR SPACES = 23 HANDICAP SPACES

THERE ARE 1153 STRIPED PARKING SPACES INCLUDING 31 HANDICAP SPACES.

BOUNDARY SURVEY DATE: 4/16/18
 per 5J-17.051(3)(b)3 Florida Administrative Code

| DATE | REVISION | BY: |
|----------|---|-----|
| 4/16/18 | THE SURVEY | AAD |
| 02/06/18 | 4842B ADDITIONAL PAYMENT LOCATION | CLT |
| 12/12/17 | DETAILED TOPOGRAPHIC INFORMATION @ ONE CORNER OF SITE | AAD |
| 8/25/15 | ADDITIONAL TOPOGRAPHIC INFORMATION @ ONE CORNER OF SITE | AAD |
| 10/16/12 | CLIENT COMMENTS | JJJ |
| 9-20-12 | RE-SURVEY | JJJ |
| 12/27/11 | UPDATE BOUNDARY | CLT |

BOUNDARY SURVEY

SCALE: 1" = 80'
 FIELD DATE: 4/19/07 CP: # 0C24-87LOTS1-4 JOB # 34675
 DRAWN BY: SAH

PREPARED FOR:
WOOLBRIGHT DEVELOPMENT, INC.

LOCATION: 2121 EAST SEMORAN BOULEVARD, APOPKA, FLORIDA
 SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST

FILE NUMBER:
 WEKIVA RIVER WALK

CURVE CHART

| NO. | CENTRAL ANGLE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD DISTANCE |
|-----|---------------|--------|------------|---------------|----------------|
| C1 | 90°45'12" | 13.00' | 20.59' | S45°15'53"W | 18.51' |
| C2 | 97°47'47" | 13.00' | 22.10' | N40°28'37"W | 19.59' |
| C3 | 89°55'11" | 13.00' | 21.53' | S45°40'53"W | 18.37' |
| C4 | 99°26'03" | 13.00' | 23.96' | N39°16'34"W | 19.85' |
| C5 | 89°59'41" | 13.00' | 20.59' | S45°37'15"W | 18.38' |

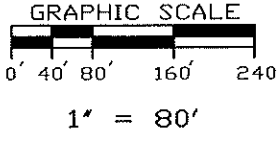
LINE CHART

| NO. | BEARING | DISTANCE |
|-----|-------------|----------|
| 41 | S89°21'31"W | 867.92' |
| 42 | N89°22'16"W | 322.03' |
| 43 | N89°22'57"W | 321.72' |
| 44 | S89°21'31"W | 867.92' |
| 45 | N89°22'16"W | 322.03' |
| 46 | N89°22'57"W | 321.72' |
| 47 | S89°21'31"W | 867.92' |
| 48 | N89°22'16"W | 322.03' |
| 49 | N89°22'57"W | 321.72' |
| 50 | S89°21'31"W | 867.92' |
| 51 | N89°22'16"W | 322.03' |
| 52 | N89°22'57"W | 321.72' |
| 53 | S89°21'31"W | 867.92' |
| 54 | N89°22'16"W | 322.03' |
| 55 | N89°22'57"W | 321.72' |
| 56 | S89°21'31"W | 867.92' |
| 57 | N89°22'16"W | 322.03' |
| 58 | N89°22'57"W | 321.72' |
| 59 | S89°21'31"W | 867.92' |
| 60 | N89°22'16"W | 322.03' |
| 61 | N89°22'57"W | 321.72' |
| 62 | S89°21'31"W | 867.92' |
| 63 | N89°22'16"W | 322.03' |
| 64 | N89°22'57"W | 321.72' |
| 65 | S89°21'31"W | 867.92' |
| 66 | N89°22'16"W | 322.03' |
| 67 | N89°22'57"W | 321.72' |
| 68 | S89°21'31"W | 867.92' |
| 69 | N89°22'16"W | 322.03' |
| 70 | N89°22'57"W | 321.72' |
| 71 | S89°21'31"W | 867.92' |
| 72 | N89°22'16"W | 322.03' |
| 73 | N89°22'57"W | 321.72' |
| 74 | S89°21'31"W | 867.92' |
| 75 | N89°22'16"W | 322.03' |
| 76 | N89°22'57"W | 321.72' |
| 77 | S89°21'31"W | 867.92' |
| 78 | N89°22'16"W | 322.03' |
| 79 | N89°22'57"W | 321.72' |
| 80 | S89°21'31"W | 867.92' |
| 81 | N89°22'16"W | 322.03' |
| 82 | N89°22'57"W | 321.72' |
| 83 | S89°21'31"W | 867.92' |
| 84 | N89°22'16"W | 322.03' |
| 85 | N89°22'57"W | 321.72' |
| 86 | S89°21'31"W | 867.92' |
| 87 | N89°22'16"W | 322.03' |
| 88 | N89°22'57"W | 321.72' |
| 89 | S89°21'31"W | 867.92' |
| 90 | N89°22'16"W | 322.03' |
| 91 | N89°22'57"W | 321.72' |
| 92 | S89°21'31"W | 867.92' |
| 93 | N89°22'16"W | 322.03' |
| 94 | N89°22'57"W | 321.72' |
| 95 | S89°21'31"W | 867.92' |
| 96 | N89°22'16"W | 322.03' |
| 97 | N89°22'57"W | 321.72' |
| 98 | S89°21'31"W | 867.92' |
| 99 | N89°22'16"W | 322.03' |
| 100 | N89°22'57"W | 321.72' |

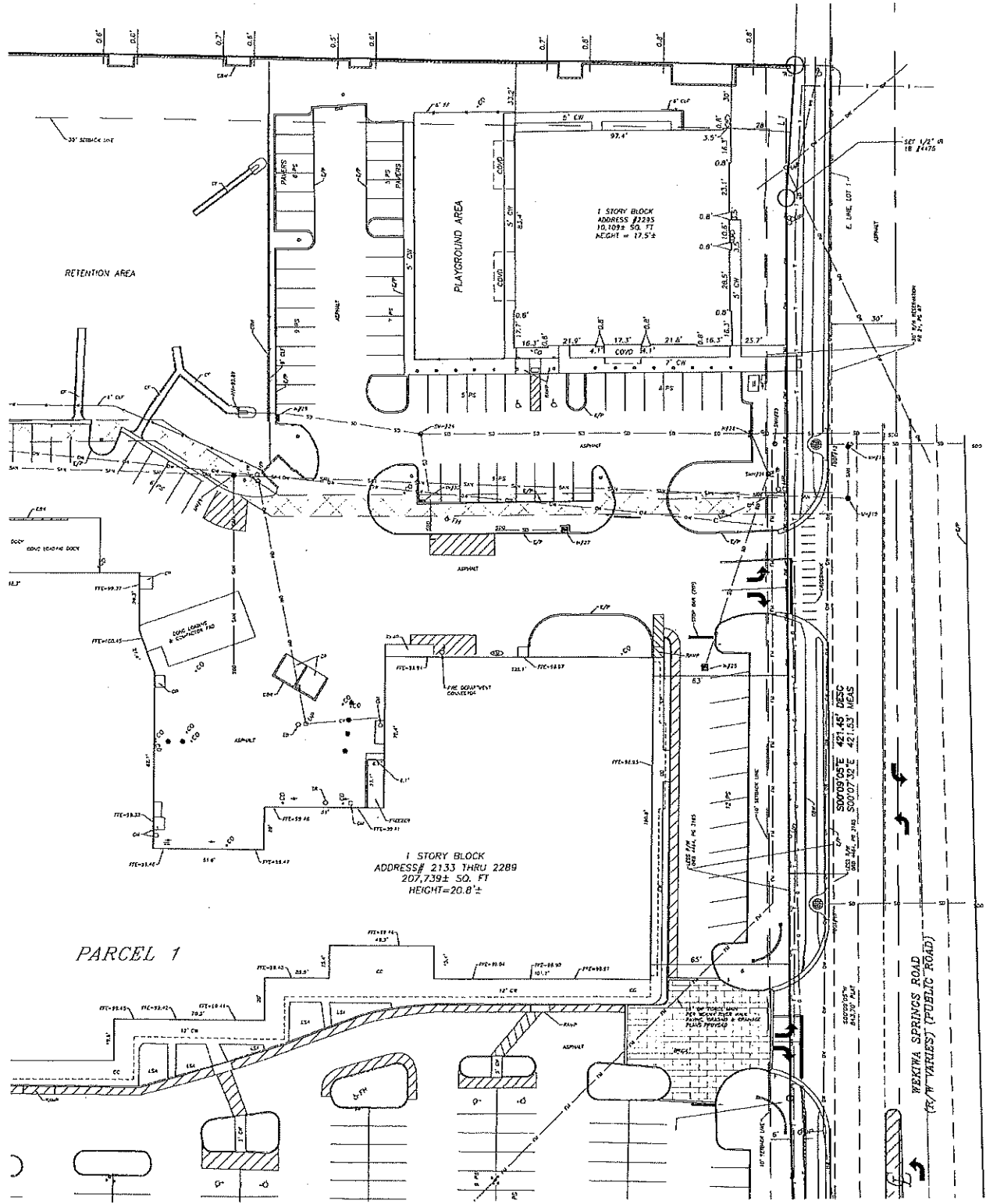
ACCURIGHT SURVEYS
 of Orlando Inc., LB 4475
 2012 E. Robinson St.
 Orlando, Florida 32803
 PHONE (407) 894-6314 FAX (407) 897-3777

THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JAMES D. BRAY PSM 6507
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.

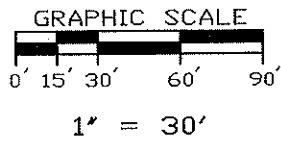


PLAT OF SURVEY



LEGEND

| | | | |
|------------------------------|-----------------------------|----------------------------|-------------------------------|
| Q - AIR RELEASE VALVE | DP - DOT PILET | WATERED END SECTION | SANITARY MANHOLE |
| A - AUTO SPRINKLER | DP - DUMPSTER PAD | MONITORING WELL | SAV - SANITARY LINE |
| B - BOTTOM OF BANK | DB - DRAINWAY | MANHOLE | SL - SLOPE FOR DIRECTION ONLY |
| BC - BANK OF CURB | EV - ELECTRIC METER | NS - NATIONAL GEODETIC | SS - SPOT ELEVATION |
| BK - BACKFLOW PREVENTER | EB - ELECTRICAL BOX | NSV - NATIONAL GEODETIC | SW - STORM/SEWER LINE |
| BK - BLOCK | EDM - EASEMENT | NSV - NOT TO SCALE | ST - STORM MANHOLE |
| BK - BRICKWORK | EDP - EOOD OF EASEMENT | OE - OVERHEAD ELECTRIC | ST - UNDERGROUND TELEPHONE |
| BK - BOLLARDS | FD - FLOOD INSURANCE | OE - OFFICIAL RECORDS BOOK | ST - STORM DILET |
| BK - BONDED PAPER CABLE | FD - FINISH FLOOR ELEVATION | OE - OVERHEAD WIRE | ST - TOP OF BANK |
| CALC - CALCULATED | FD - FIRE HYDRANT | OE - OVERHEAD WIRE | ST - TRAFFIC POLE |
| CALC - CALCULATED & MEASURED | FD - FORCE MAIN | OE - OVERHEAD WIRE | ST - TRAFFIC SIGN, BOX |
| CH - CONCRETE | FD - FOUND | OE - OVERHEAD WIRE | ST - TRAFFIC SIGN, WIRE |
| CH - CONCRETE BLOCK WALL | FDC - FIBER OPTIC CABLE | OE - OFFICIAL RECORDS BOOK | ST - TRAFFIC SIGN, WIRE |
| CH - COVERED CONCRETE | FD - FLAG POLE | OE - OFFICIAL RECORDS BOOK | ST - TRAFFIC SIGN, WIRE |
| CH - CONCRETE WALKWAY | FD - GUE LINE | OE - OFFICIAL RECORDS BOOK | ST - TRAFFIC SIGN, WIRE |
| CH - CONCRETE WALKWAY | FD - GUE LINE | OE - OFFICIAL RECORDS BOOK | ST - TRAFFIC SIGN, WIRE |
| CH - CONCRETE WALKWAY | FD - GUE LINE | OE - OFFICIAL RECORDS BOOK | ST - TRAFFIC SIGN, WIRE |
| CH - CONCRETE WALKWAY | FD - GUE LINE | OE - OFFICIAL RECORDS BOOK | ST - TRAFFIC SIGN, WIRE |
| CH - CONCRETE WALKWAY | FD - GUE LINE | OE - OFFICIAL RECORDS BOOK | ST - TRAFFIC SIGN, WIRE |



ACCURIGHT SURVEYS
of Orlando Inc., LB 4475
2012 E. Robinson St.
Orlando, Florida 32803
PHONE (407) 894-6314 FAX (407) 897-3777

THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JAMES D. BRAY PSM 6507
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RUBBED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND HAPPER.

BOUNDARY SURVEY DATE: 4/16/18
per 5J-17.051(3)(b)3 Florida Administrative Code

| DATE | REVISION | BY: |
|----------|---|-----|
| 4/16/18 | 48731 RE-SURVEY | AAD |
| 02/06/18 | 48428 ADDITIONAL PAVEMENT LOCATION | GLT |
| 12/12/17 | DETAILED TOPOGRAPHIC INFORMATION @ ONE CORNER OF SITE | AAD |
| 8/25/15 | ADDITIONAL TOPOGRAPHIC INFORMATION @ ONE CORNER OF SITE | AAD |
| 10/18/12 | CLIENT COMMENTS | SAH |
| 9-20-12 | RE-SURVEY | AAD |
| 12/27/11 | UPDATE BOUNDARY | GLT |

BOUNDARY SURVEY

SCALE: 1" = 30'
FIELD DATE: 4/16/07 CP: # OC24-87LOTS1-4 JOB # 34675
PREPARED FOR: **WOOLBRIGHT DEVELOPMENT, INC.** DRAWN BY: SAH

LOCATION: 2121 EAST SEMORAN BOULEVARD, APOPKA, FLORIDA FILE NUMBER: WELKVA RIVER WALK
SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST

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INSPECTIONS:

THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, CITY OF APOPKA AND ORANGE COUNTY UTILITIES (O.C.U.) AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS:

- CLEARING AND FILLING.
- STORM DRAINAGE SYSTEM LAMPING.
- SUBGRADE (PROCTORS AND DENSITY TESTS SHALL BE APPROVED PRIOR TO THE PLACEMENT OF LIME/ROCK).
- LIME/ROCK BASE (PROCTORS AND DENSITY TESTS AND AS-BUILTS MUST BE SUBMITTED WITH A CERTIFIED LETTER FROM THE ENGINEER OF RECORD INDICATING THEY CONFORM WITH THE APPROVED PLAN PRIOR TO THE PLACEMENT OF ASPHALT.
- ASPHALT CONCRETE.
- FINAL.

7. THE CONTRACTOR SHALL CONTACT THE ABOVE AGENCIES FOR INSPECTIONS OF ALL UTILITIES.

- A. WATER:
 - PRESSURE TESTING
 - PIGGING/FLUSHING
 - IR-RES/DISINFECTION/SWABBING/MSUAL
- B. WASTEWATER:
 - PRESSURE TESTING/FLUSHING
 - SANITARY SEWER LAMPING
 - MANHOLE PAINTING
- C. ROADWAYS:
 - SUBGRADE INSPECTIONS
 - BASE/ROCK INSPECTIONS
 - DENSITIES
- D. STORM SEWER:
 - LAMPING
 - STRUCTURE INSPECTIONS
- E. WALK THROUGH:
 - PRELIMINARY/FINAL

SANITARY SEWER:

UNLESS OTHERWISE NOTED OR APPROVED, ALL GRAVITY MAINS AND SERVICES SHALL BE UNPLASTICIZED POLYVINYL CHLORIDE (PVC) NONPRESSURE PIPE CONFORMING TO ASTM D3034 AND SDR 35 WITH INTEGRAL WALL BELL AND GASKET JOINTS FOR PUSH-ON RUBBER GASKET TYPE JOINT SEALS CONFORMING TO ASTM D1899.

PVC FITTINGS SHALL BE OF NONDUCTILE CONSTRUCTION OF THE TYPE SPECIFIED BY THE MANUFACTURER OF THE PIPE BEING USED. NO SOLVENT WELDS OR THREADED JOINTS WILL BE PERMITTED. ALL JOINTS SHALL BE COMPRESSION GASKET TYPE.

THE JOINING OF PIPE ON THE JOB SHALL BE DONE IN STRICT ACCORDANCE WITH THE PIPE MANUFACTURER'S INSTRUCTIONS AND SHALL BE DONE ENTIRELY IN THE TRENCH UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

CONNECTION OF PVC PIPE TO MANHOLES SHALL BE MADE WITH "KOR-N-SEAL" MANHOLE COUPLERS CORRESPONDING TO THE SIZE AND TYPE OF SEWER PIPE OR OTHER ADAPTERS AS MAY BE APPROVED BY THE UTILITY.

AFFLUENT AND EFFLUENT SEWERS SHALL BE GROUDED IN PLACE USING A TYPE II WATER-PROOF, EXPANDING GROUT ACCEPTABLE TO THE ENGINEER. ALL OPENINGS AND JOINTS SHALL BE SEALED WATER-TIGHT. REFER TO GENERAL NOTES FOR NON SHRINK GROUT.

LIFT HOLES THROUGH PRECAST STRUCTURES ARE NOT PERMITTED.

A FLOW CHANNEL SHALL BE CONSTRUCTED TO DIRECT INFLUENT INTO FLOW STREAM, REFER TO DETAILS.

OUTSIDE DROP CONNECTIONS WILL BE REQUIRED WHEN THE VERTICAL DISTANCE BETWEEN PIPE INVERTS EXCEEDS TWO FEET (2'). DROP CONNECTIONS, WHERE REQUIRED, SHALL BE CAST MONOLITHICALLY WITH THE MANHOLE ELEMENTS AS SHOWN ON DETAILS.

THE LID AND FRAME SHALL BE CAST OF CLOSE-GRAINED GREY IRON CONFORMING TO ASTM A-48, CLASS 30 AND SHALL BE OF UNIFORM QUALITY. TREE OF BLOW HOLES, FIBROUSITY, CRACKS, AND OTHER OBVIOUS VISUAL DEFECTS, THE COMBINED WEIGHT OF THE FRAME AND LID SHALL NOT BE LESS THAN 420 POUNDS, AND THE LID SHALL WEIGH A MINIMUM OF 160 POUNDS. THE SEATING SURFACES BETWEEN FRAMES AND COVERS SHALL BE MACHINED TO FIT TRUE. NO FLANGING OR FILING WILL BE ALLOWED. CASTING PATTERNS SHALL CONFORM TO THOSE DESIGNATED BY O.C.U.

THE LID SHALL BE IN ACCORDANCE WITH FIGURE A304 OF ORANGE COUNTY UTILITIES STANDARD AND CONSTRUCTION SPECIFICATION MANUAL. SANITARY SEWER CAST IN ALL MANHOLE COVERS, CASTINGS SHALL BE CLEANED AND COATED WITH A COAL TAR PITCH VARNISH WHICH IS TOUGH WHEN COLD BUT NOT LACKY OR BRITTLE. PICK TYPE LIFTING HOLES WILL BE CAST INTO LIDS, BUT SHALL NOT GO CLEAR THROUGH THE LID.

MINIMUM COVER ON SANITARY SEWER SHALL BE 36" TO TOP OF PIPE.

ALL LIDS SHALL BE PROVIDED WITH WATER-TIGHT POLYETHYLENE MANHOLE INSERTS.

INSIDE SURFACES OF MANHOLES TO BE TREATED WITH TWO COATS KOPPERS BUTYLMASTIC 300-M OR EQUAL, MINIMUM DRY THICKNESS IS 18 MILS. MANHOLES SHALL BE CURED TWENTY-ONE (21) DAYS BEFORE COATING. MANHOLES SHALL BE PAINTED AT THE OUTSIDE PRIOR TO SITE DELIVERY. FIRST COAT TO BE RED, SECOND COAT TO BE BLACK.

ALL EXISTING MANHOLES TO BE TREATED WITH TWO COATS OF SUPERCOAT OR APPROVED EQUAL.

UPON COMPLETION OF THE WORK A LAMPING INSPECTION SHALL BE MADE OF THE COMPLETED SYSTEM ALONG WITH AN INFILTRATION AND EVAPORATION TEST. AFTER ALL TESTING HAS BEEN COMPLETED.

THE EXTERIOR OF ALL SANITARY SEWER MANHOLES SHALL BE WATERPROOFED.

MANHOLE JOINTS WILL BE SEALED WITH RAMMOR OR APPROVED ECOL AND ANTI-HYDRO CEMENT INSIDE AND OUT.

ALL SANITARY SEWER GRAVITY MAINS AND SERVICES SHALL BE BEDDED AND BACKFILLED PER STANDARD TRENCH DETAIL.

ALL WORKMANSHIP AND MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF THE ORANGE COUNTY UTILITIES (O.C.U.).

CITY SHALL INSPECT INSIDE OF MANHOLE AFTER EACH APPLICATION/COAT OF PAINT.

EARTHWORK:

THE CONTRACTOR'S BID FOR EARTHWORK SHALL INCLUDE THE EXCAVATION, REMOVAL, AND DISPOSAL OF ALL MATERIALS OF WHATEVER CHARACTER WITHIN THE LIMITS OF CONSTRUCTION, ALL TOPSOIL THAT IS SUITABLE FOR LANDSCAPING OR GRASSING OPERATIONS MAY BE STOCKPILED NEARBY FOR SUCH USE IF APPROVED BY OWNER, WHERE MUCK, ROCK, CLAY, OR OTHER MATERIAL WITHIN THE LIMITS OF CONSTRUCTION IS UNSUITABLE IN ITS ORIGINAL POSITION, THE CONTRACTOR SHALL EXCAVATE SUCH MATERIAL IN ITS ENTIRETY AND BACKFILL WITH SUITABLE MATERIAL WHICH SHALL BE COMPACTED IN PLACE TO CONFORM TO THE REQUIRED GRADES AND SECTIONS AS SHOWN ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND INCLUDE THE REMOVAL AND REPLACEMENT OF SAME IN HIS BID PRICE. THE CONTRACTOR SHALL MAKE HIS OWN ESTIMATE ON THE VOLUME OF MATERIAL ACTUALLY REQUIRED TO OBTAIN THE CROSS SECTIONS OR GRADES AS SHOWN ON THE PLANS.

CONSTRUCTION LIMITS WITHIN THE RIGHT-OF-WAY SHALL BE COMPLETELY DEMARKED BEFORE CONSTRUCTION BEGINS. NO MATERIAL OF CLASSES A-5, A-7, OR A-8 SHALL BE ALLOWED. ALL MATERIAL SUPPORTING THE ROADWAY SHALL BE STABILIZED TO HAVE A MINIMUM LBR OF 40 SUBGRADES SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-100.

WHEREVER EXCAVATIONS FOR UTILITIES ARE MADE BELOW THE GRADES INDICATED ON THE PLANS, GRANULAR MATERIAL FREE OF ORGANIC OR OTHER DELETERIOUS MATERIAL SHALL BE USED TO RESTORE THE AREA TO THE PROPER GRADE, AND SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE PER AASHTO T-100.

AREAS TO BE COMPACTED SHALL BE MOISTENED AND COMPACTED BY EITHER ROLLING, TAMPING OR ANY OTHER METHOD APPROVED BY THE ENGINEER, IN ORDER TO OBTAIN THE DESIRED DENSITY. THE ENGINEER SHALL INSPECT ALL COMPACTED AREAS PRIOR TO FURTHER CONSTRUCTION OPERATIONS.

PRIOR TO BACKFILLING AROUND STRUCTURES THE AREAS SHALL BE CLEAN OF ALL TRASH AND DEBRIS OF ANY DESCRIPTION, UNLESS DIRECTED BY THE ENGINEER TO BE LEFT IN PLACE, SUCH AS SHEETING AND BRACING. BACKFILL SHALL BE HAND TAMPED IN 12" COMPACTED LIFTS.

THE EXISTING ELEVATIONS SHOWN HEREON ARE FOR THE PURPOSE OF INDICATING THE GROUND ELEVATION ONLY AT THE POSITION SHOWN AND IN NO WAY SHOULD INDICATE ELEVATION AT ANY POINT OTHER THAN THAT SHOWN.

DRAINAGE NOTES:

REINFORCED CONCRETE PIPE SHALL MEET THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTION 841. CONCRETE PIPE SHALL BE CLASS II OR AS SHOWN ON THE PLANS. PIPE GASKETS SHALL MEET F.D.O.T. STANDARD SPECIFICATIONS SECTION 942.

PRIOR TO BACKFILLING THE DRAINAGE SYSTEM, THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR INSPECTION.

BOTTOM OF ALL INLETS SHALL BE 18" BELOW THE LOWEST INLET INVERT OR MINIMUM 30" FOR P.R.B.

CATCH BASINS/INLETS/DRIP BOXES SHALL NOT BE LOCATED IN DRIVEWAYS.

DRAINAGE STRUCTURES SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE BY THE AGENCIES.

PAVING NOTES:

UNDERGROUND UTILITIES SHALL BE COMPLETED OR SLEEVING PROVIDED BEFORE ANY LIME/ROCK BASE COURSE CONSTRUCTION BEGINS.

ALL PAVEMENT SUBGRADE MATERIAL SHALL HAVE AN LBR OF 40 AT 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE PER AASHTO T-100, METHOD "D". THE ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY TESTS. MINIMUM EVERY 2400 S.F. OF PAVEMENT REQUIRED OR A MIN. OF ONE DENSITY TEST ON EVERY TRENCH. THE TEST RESULTS SHALL BE ACCEPTED BY THE ENGINEER PRIOR TO PLACEMENT OF BASE MATERIAL.

IF THE PLANS INDICATE A STABILIZED SUBBASE IS TO BE USED IT SHALL HAVE A MINIMUM LBR VALUE OF 40 OR A FBV OF 75, 12" THICK COMPACTED TO A MINIMUM 80% DRY DENSITY AS PER AASHTO T-100 AND SHALL BE IN ACCORDANCE WITH F.D.O.T. SECTION 160. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT TO THE ENGINEER FOR APPROVAL, THE MATERIAL TO BE USED FOR THE SUBBASE AND THEIR PROPORTIONS, AND LABORATORY LBR, BEFORE DELIVERY TO THE SITE. QUALITY CONTROL LBR'S MAY BE REQUIRED BY THE ENGINEER TO PROVE THE IN PLACE CONDITION.

IF THE PLANS INDICATE A LIME/ROCK BASE, THE CONSTRUCTION AND THE MATERIAL FOR THE LIME/ROCK BASE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. SPECIFICATIONS, SECTION 200. THE LIME/ROCK BASE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-100, METHOD "D". THE TEST RESULTS SHALL BE ACCEPTED BY THE ENGINEER PRIOR TO APPLICATION OF THE PRIME AND TACK COATS.

ALL GRADES SHOWN REFER TO FINISHED ASPHALT PAVEMENT UNLESS OTHERWISE NOTED.

FOR STABILIZING AT INTERSECTIONS, THROUGHITS, AND GRADED CONNECTIONS SEE STANDARD INDEX NO. 519. SEE TYPICAL SECTION FOR DEPTH AND LBR.

LIME/ROCK BASES SHALL BE EIGHT INCHES (8") THICK. LAYER OF THE VIBRA FORMATION OR EQUIVALENT SHALL BE USED AND SHALL HAVE A MINIMUM CARBONATE CONTENT OF 70%, AND A MINIMUM LBR OF 100. BASE MATERIAL SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-100.

A PRIME COAT SHALL BE USED ON THE FINISHED ROCK BASE AND A TACK COAT BETWEEN PAVING COURSES.

THE PRIME AND TACK COAT CONSTRUCTION AND MATERIALS FOR THE PRIME AND TACK COATS SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS, SECTION 300. THE PRIME AND TACK COATS SHALL BE APPLIED PRIOR TO CONSTRUCTION OF THE ASPHALT SURFACE COURSE AND SHALL BE SANDED AND ROLLED IN ACCORDANCE WITH SECTION 300. APPLICATION RATES SHALL BE 0.25 GAL/SY FOR LIME/ROCK BASE.

ASPHALTIC CONCRETE SURFACE COURSE SHALL BE AS SHOWN ON THE PLANS. THE MATERIALS FOR THE ASPHALT CONCRETE SURFACE COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS, SECTION 331.

SURFACE COURSE SHALL BE 1-1/2" THICK. STAGE CONSTRUCTION WILL BE REQUIRED. STAGE I (BOTTOM COURSE) SHALL BE 3/4" THICK TYPE S-III. STAGE II (TOP COURSE) SHALL BE 3/4" THICK TYPE S-III. NOT BE PLACED UNTIL ALL CONSTRUCTION IS COMPLETED OR AS DIRECTED BY THE CITY OF APOPKA.

RAISE ALL P.C.P. OR P.R.B. SHOWN ON THE PLAT TO FINAL GRADE IF THEY ARE LOCATED IN PAVEMENTS OR CONCRETE.

A PROCTOR SHALL BE PERFORMED ON ALL SUBGRADE AND LIME/ROCK BASE MATERIAL AND SUBSEQUENT CHANGES IN MATERIAL. LBR'S, SIEVE ANALYSIS, AND DENSITIES SHALL BE SUBMITTED TO THE CITY.

ALL REPAIRS TO EXISTING PAVEMENT SHALL BE SAWCUT AT THE EDGES PRIOR TO RELAYING THE ASPHALT.

GENERAL NOTES:

ALL CONSTRUCTION, MATERIAL, INSTALLATION, AND TESTING SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION TOGETHER WITH THE CITY'S MINIMUM DESIGN STANDARDS AND SPECIFICATIONS AS APPLICABLE. IF F.D.O.T. MATERIAL IS SPECIFIED, IT SHALL IMPLY THAT THEIR CONSTRUCTION PROCEDURES SHALL BE FOLLOWED.

CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER PROPERTY AND SHALL BE RESPONSIBLE FOR ANY DAMAGES INCURRED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE.

THE ENGINEER WILL HOLD A PRE-CONSTRUCTION MEETING PRIOR TO THE START OF ANY CONSTRUCTION AND INCLUDE A REPRESENTATIVE FROM THE RESPECTIVE ENGINEERING AND UTILITY DEPARTMENTS, THE CONTRACTOR, OWNER, AND OTHER APPLICABLE AGENCIES.

THE CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE LOCATIONS OF THE EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED PRIOR TO CONSTRUCTION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" UTILITIES (NOT SHOWN ON THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE "OTHER" UTILITIES, THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY OWNERS TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS, AS REQUIRED.

ALL DEVIATIONS FROM PLANS ARE TO BE APPROVED BY ENGINEER IN WRITING PRIOR TO CONSTRUCTION AND FOR ALL INSPECTIONS AND TESTING.

THE ENGINEER MUST BE GIVEN A MINIMUM 48 HOURS NOTICE PRIOR TO START OF CONSTRUCTION AND FOR ALL INSPECTIONS AND TESTING.

COMPLETE AS-BUILT INFORMATION RELATIVE TO LOCATIONS AND ELEVATIONS OF VALVES, SERVICES, FITTINGS, LENGTHS OF PIPE, TOP OF WATER MAIN ELEVATIONS, AND THE LIKE SHALL BE ACCURATELY RECORDED AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL INFORMATION SHALL BE TAKEN BY A PROFESSIONAL MAPPER AND SURVEYOR AND SHOWN ON A SEALED AS-BUILT PLAN ALONG WITH AN AUTOCAD DISK.

THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES AND IMPROVEMENTS FROM DAMAGES, DISRUPTION OF SERVICE, OR DESTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.

WALL REINFORCEMENT AND THICKNESS FOR PRECAST STRUCTURES SHALL BE IN ACCORDANCE WITH ASTM C478. MINIMUM WALL THICKNESS SHALL BE 8" AND A MINIMUM 6" BASE EXTENSION OUTSIDE OF MANHOLE WALL.

MORTAR USED TO SEAL THE PIPE INTO THE WALLS OF THE PRECAST STRUCTURES WILL BE NON-SHRINK GROUT AND WILL NOT CAUSE LEAKAGE IN OR OUT OF THE STRUCTURES. THE MAXIMUM OPENING THROUGH WALLS FOR PIPES SHALL BE THE MAXIMUM REQUIRED OUTSIDE DIAMETER PLUS 1/8".

NO PIPE SHALL BE COVERED UNTIL INSPECTED AND APPROVED BY THE ENGINEER AND OTHER APPLICABLE AUTHORITIES.

ALL PIPE SHALL BE LAID IN A DRY TRENCH, ALL WADK OR OTHER UNSTABLE MATERIAL ENCOUNTERED IN TRENCH BOTTOM SHALL BE REMOVED AND BACKFILLED WITH GRANULAR MATERIAL, COMPACTED TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99, METHOD "D".

SHOP DRAWINGS FOR ALL STRUCTURES AND MATERIALS TO BE USED ON THE PROJECT SHALL BE SUBMITTED TO THE DESIGN ENGINEER AND THE RESPECTIVE ENGINEER AND UTILITY DEPARTMENTS FOR APPROVAL PRIOR TO CONSTRUCTION OR INSTALLATION.

ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88).

CONTRACTOR TO CONTACT SUNSHINE STATE ONE-CALL OFFICE (1-800-432-4770) AND ALL LOCAL UTILITY COMPANIES FOR UNDERGROUND UTILITY LOCATIONS PRIOR TO CONSTRUCTION.

EXISTING SECTION CORNERS AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE MAINTAINED BY THE CONTRACTOR AND/OR RESET AFTER CONSTRUCTION UNDER CERTIFICATION BY A PROFESSIONAL MAPPER AND SURVEYOR.

CONTRACTOR IS TO PREVENT INTRODUCTION OF DEBRIS OR DIRT INTO EXISTING STORM DRAIN AND/OR SANITARY SYSTEM AS A RESULT OF CONSTRUCTION ACTIVITIES. ALL LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.

LOCATION OF DRAINAGE AND SANITARY SEWER STRUCTURES GOVERN. ADJUST PIPE LENGTHS AS REQUIRED.

THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED AS THE STANDARD FOR THE SIGNAGE AND PAVEMENT MARKING REQUIREMENTS OF THE PROJECT.

ALL UNDERGROUND UTILITY MAINS AND STRUCTURES, FOR WATER, SEWER, GAS, IRRIGATION, DRAINAGE, TELEPHONE, POWER, CABLE TV, AND OTHERS MUST BE INSTALLED, INSPECTED, TESTED AND APPROVED PRIOR TO ANY SUBGRADE CONSTRUCTION.

ALL PERMANENT GRASS AREAS ARE TO RECEIVE A 4" MUCK BLANKET OR TOPSOIL TREATMENT. A MINIMUM 10' SEPARATION BETWEEN ALL UTILITIES SHALL BE MAINTAINED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING APPROPRIATE SAFETY PRECAUTIONS DURING EXCAVATION AND TRENCHING OPERATIONS AS REQUIRED BY THE "TRENCH SAFETY ACT AND THE O.S.H.A. PART "P".

THE CONTRACTOR'S MATERIALS AND TEST CERTIFICATE FOR UNDERGROUND PIPING WILL BE SUBMITTED TO THE CITY OF APOPKA, AND THE ENGINEER.

ALL MANHOLES SHALL BE SET PLUMB TO LINE AND GRADE AND SHALL REST ON A FIRM CAREFULLY GRADED SUBGRADE WHICH SHALL PROVIDE UNIFORM BEARING UNDER BASE.

ALL JOINTS SHALL BE FURNISHED WATER-TIGHT.

GENERAL CONSTRUCTION NOTES:

1. NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE TO ANY FIRE HYDRANT OR BLOW-OFF STRUCTURE WITHOUT FIRST OBTAINING PERMISSION AND A CONSTRUCTION METER FROM THE ORANGE COUNTY UTILITIES (O.C.U.).

2. THE CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING, MOVING AND RELOCATING OR REPLACING ALL WATER SERVICES OR SEWER LATERALS WHICH ARE ENCOUNTERED DURING EXCAVATION. THE CONTRACTOR SHALL SUBMIT A WRITTEN PLAN FOR WATER SERVICE AND WASTEWATER SERVICE DISRUPTION FOR APPROVAL 7 (SEVEN) CALENDAR DAYS PRIOR TO THE ANTICIPATED DISRUPTION. THE CONTRACTOR SHALL NOTIFY THE PROPERTY OWNERS 48 HOURS IN ADVANCE OF ANY WORK ON THEIR SERVICES. THIS WORK SHALL BE CONSIDERED INCIDENTAL.

3. THE CONTRACTOR MUST USE EXTREME CARE TO AVOID DAMAGE OR DISRUPTION TO ANY EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. ALL PLAN LOCATIONS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED. CONTRACTOR IS TO CONTACT SUNSHINE STATE ONE CALL OF FLORIDA AT 1-800-432-4770 AND ALL OTHER PARTICIPATING UTILITIES 2 FULL BUSINESS DAYS PRIOR TO CONSTRUCTION FOR FIELD MARKUP LOCATIONS OF EXISTING UTILITIES AND FACILITIES.

4. THE CONTRACTOR MUST NOTIFY THE CITY AT LEAST 48-HOURS IN ADVANCE OF CONSTRUCTION, IN WRITING IF ANY CONFLICT IS DISCOVERED DURING POT HOLE OPERATIONS FOR CLARIFICATION BY THE CITY.

5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UTILITIES DEPARTMENT OF THE CITY OF APOPKA AND O.C.U. AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE TO COORDINATE ANY ACTIVITY TO BE PERFORMED BY THE CITY'S UTILITIES DEPARTMENT.

6. CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE EXISTING RIGHTS-OF-WAY.

7. IN GENERAL, EXISTING STRUCTURES AND UTILITIES ARE NOTED AS EXISTING AND/OR SHOWN IN THIN LINES, NEW CONSTRUCTION IS IN HEAVY LINES AND/OR UNDERLINED.

8. ALL WORK WITHIN STATE DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAYS SHALL BE IN CONFORMANCE WITH FDOT SPECIFICATIONS AND PERMIT REQUIREMENTS.

9. ALL WORK WITHIN ORANGE COUNTY RIGHT-OF-WAYS SHALL BE IN CONFORMANCE WITH THE ORANGE COUNTY MINIMUM STANDARDS AND/OR REQUIREMENTS.

10. CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.

11. CONTRACTOR SHALL PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC (MOT) PLANS TO FDOT, CITY OF APOPKA, ORANGE COUNTY AS REQUIRED FOR WORK TO BE DONE WITHIN THEIR R/W PRIOR TO COMMENCEMENT OF WORK. SPECIFIC AGENCY MOT REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

12. STATIONS SHOWN ON THE DRAWINGS ARE BASED ON THE ESTABLISHED BASELINE AND SHALL NOT BE CONSIDERED AS DISTANCES OR AS A MEASURE OF THE LINEAR FOOTAGE OF PIPE TO BE INSTALLED.

13. THE GENERAL INTENT IS TO PROVIDE SEWER SERVICE LATERALS FOR EACH PROPERTY. ALL LATERAL LOCATIONS SHALL BE FIELD ADJUSTED.

14. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.

15. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

16. TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS SHALL NOT BE LEFT OPEN DURING NIGHT HOUR WITHOUT ADEQUATE PROTECTION.

17. CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.

18. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUIRED BY AGENCIES HAVING JURISDICTION OVER THE PROJECT AND/OR WHEN REQUIRED FOR PUBLIC SAFETY.

19. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF WORK, FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.

20. LOCATION OF AIR RELEASE VALVES MAY BE FIELD ADJUSTED BY THE ENGINEER OR O.C.U. AS NECESSARY.

21. CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITY CASTINGS INCLUDING VALVE TRENCHES, MANHOLES, HAND HOLES, PULL BOXES, BULETS AND SIMILAR STRUCTURES IN CONSTRUCTION AREA TO BE OVERLAPPED WITH ASPHALT. EXISTING TRAFFIC SIGNS SHALL BE RESET UPON COMPLETION PER FDOT STANDARDS. COST SHALL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL REPAIR OR REPLACE DAMAGED TRAFFIC SIGNAL LOOPS PER ORANGE COUNTY TRAFFIC ENGINEERING SPECIFICATIONS; COST SHALL BE INCIDENTAL.

THE CONTRACTOR SHALL PAINT NEW TRAFFIC STRIPE MARKINGS WHICH EXISTING TRAFFIC STRIPE MARKINGS ARE DAMAGED OR REMOVED DURING CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL.

GENERAL NOTES - TRAFFIC CONTROL PLAN

1. THE TRAFFIC CONTROL PLANS FOR THE PROJECT SHALL COMPLY WITH THE LATEST EDITION OF THE ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX NO. 600-660, LIMITED AND THE STANDARD SPECIFICATIONS. THE CONTRACTOR'S RESPONSE TIME TO ALL REPORTED MALFUNCTIONS OF TRAFFIC SIGNALS WITHIN THE PROJECT LIMITS SHALL BE NO MORE THAN TWO (2) HOURS AND SHALL RESTORE ALL MALFUNCTIONING TRAFFIC SIGNAL EQUIPMENT TO ITS LEVEL OF OPERATION PRIOR TO THE MALFUNCTIONING WITHIN TWENTY-FOUR (24) HOURS. DURING THIS TIME THE CONTRACTOR SHALL PROVIDE AT HIS OWN EXPENSE TEMPORARY TRAFFIC CONTROL DEVICES, FLAGGER PERSONNEL AND LAW ENFORCEMENT PERSONNEL, AS NECESSARY TO MAINTAIN A SAFE AND EFFICIENT FLOW OF TRAFFIC AT THE AFFECTED WORK ZONE. THE ENGINEER OR THE CITY OF BOCA RATON, SHALL APPROVE ALL MODIFICATIONS PRIOR TO THEIR IMPLEMENTATION.

2. THE CONTRACTOR SHALL MAINTAIN PROPER OPERATION OF ALL TRAFFIC SIGNAL LOOP ASSEMBLIES AND LOOP DETECTORS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL CORRECT ALL LOOP ASSEMBLY/DETECTOR MALFUNCTIONS WITHIN 24 HOURS OF NOTIFICATION OF SUCH MALFUNCTIONS BY THE ENGINEER.

3. THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNALS AND RELATED EQUIPMENT IS ORANGE COUNTY TRAFFIC ENGINEERING.

4. A REGULATORY SPEED OF 25 MPH SHALL BE POSTED WITHIN THE LIMITS OF THE WORK ZONE.

5. EXISTING SIGNS AND PAVEMENT MARKINGS THAT CONFLICT WITH CONSTRUCTION SIGNS AND MARKINGS SHALL BE REMOVED DURING CONSTRUCTION. ALL EXISTING SIGNS THAT ARE REMOVED SHALL BE STOCKPILED IN A SECURE PLACE AND REINSTALLED AFTER CONSTRUCTION. REMOVE AND REPLACE ANY GROUND MOUNT SIGN BY USE OF INDEX NO. 611.

6. THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND PREVENT ADVERSE FLOODING OF THE TRAVEL LANES DURING CONSTRUCTION.

7. THE CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE CITY OF APOPKA, FOR ANY AND ALL CONSTRUCTION ACTIVITIES TO BE PERFORMED AT NIGHT. NO LANE CLOSURE SHALL BE ALLOWED BETWEEN THE HOURS OF 8:00 AM TO 8:00 AM AND 4:00 PM TO 7:00 PM, MONDAY THROUGH FRIDAY UNLESS APPROVED BY THE ENGINEER.

8. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY TWO (2) BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION INVOLVING ITS UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATION OF THE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. SEE SPECS FOR LIST OF UTILITY COMPANIES.

WATER SYSTEM NOTES:

1. DUCTILE IRON WATER MAIN PIPE SHALL CONFORM TO THE REQUIREMENTS OF A.N.S.I./A.W.W.A. C-151/A.W.W.A. C-151/A 21.51-02 AND LINED AND COATED PER A.N.S.I./A.W.W.A. C-104/A-214-03. 20" AND SMALLER PIPE SHALL BE PRESSURE CLASS 350; 24" AND LARGER, PIPE SHALL BE PRESSURE CLASS 250.

2. ALL P.V.C. MAINS SHALL BE SERIES 1120, CLASS 150 (DR 19) PRESSURE PIPE, CONFORMING TO A.N.S.I./A.W.W.A. C-900-97, OR LATEST REVISION, AND SHALL HAVE PUSH ON JOINTS, AND IRON PIPE O.E.

3. FITTINGS SHALL BE DUCTILE IRON MEETING A.N.S.I./A.W.W.A. C153/21.00 AND SHALL BE COATED WITH 6 TO 8 MIL THICKNESS COAL TAR EPOXY COATING TO THE REQUIREMENTS OF A.N.S.I./A.W.W.A. C550-01 AND C116/A21.03.

4. TAPPING VALVES SHALL BE MUELLER H687 OR APPROVED EQUAL.

5. GATE VALVES 3" OR LESS SHALL BE NIBCO T-133 OR T-136 WITH MALLEABLE HAND WHEELS. NO SUBSTITUTIONS ALLOWED.

6. TAPPING SLEEVES SHALL BE MUELLER H615 OR APPROVED EQUAL.

7. RESTRAINED JOINT PIPE SHALL BE USED FOR ALL BENDS, TEES, CROSSES, FLUGS, AND FIRE HYDRANTS. THRUST BLOCKS SHALL NOT BE ALLOWED.

8. ALL VALVES SHALL BE FURNISHED WITH EXTENSION TYPE CAST IRON VALVE BOXES OF PROPER LENGTH FOR PIPE DEPTH. ALL BOXES SHALL CONFORM TO THE REQUIREMENTS OF THE A.S.T.M. WITH A SHAFT OF NO LESS THAN 5 INCHES AND HAVE THE WOOD BURNING IN THE COVER. BASE OF VALVE BOX SHALL HAVE A FLARED SECTION IN THE TOP OF THE BOX OF COVER-SUPERSEDED ELSEWHERE IN PLANS OR SPECIFICATIONS.

9. GATE VALVES 4" OR LARGER SHALL MEET A.W.W.A. C-900-02 SPECIFICATION (LATEST REVISION). VALVES SHALL BE MUELLER CO. OR APPROVED EQUAL.

10. FIRE HYDRANTS SHALL BE BREAKAWAY MUELLER CO. CENTURION MODEL JA-423, OR METROPOLITAN 250 EDDY COMPRESSION TYPE F.H. OR APPROVED EQUAL.

11. FIRE HYDRANTS SHALL BE INSTALLED WITH THE CENTER OF THE NOZZLE 10' ABOVE FINISHED GRADE.

12. ALL METER SERVICE CONNECTIONS SHALL BE BRONZE FROM PLUG VALVE. NO GATE VALVES ARE TO BE USED (2" OR LESS).

13. THE CITY OF APOPKA WILL TAKE ALL BACTERIOLOGICAL TESTS, TO BE SCHEDULED VIA INSPECTION, IF OTHERWISE SPECIFIED IN CONTRACT DETAILED SPECIFICATIONS AND/OR AUTHORIZED BY THE ENGINEER OF RECORD, BACTERIOLOGICAL TESTS MAY BE PERFORMED BY A CERTIFIED ENVIRONMENTAL TESTING LABORATORY.

14. ALL CONNECTIONS TO EXISTING MAINS SHALL BE MADE UNDER THE DIRECTION OF THE ORANGE COUNTY UTILITIES (O.C.U.).

15. PIPE SHALL BE TESTED UNDER CONSTANT PRESSURE OF 150 P.S.I. FOR A MINIMUM TEST PERIOD OF 2 HOURS AND SHALL NOT EXCEED THE LEAKAGE REQUIREMENTS AS PER A.N.S.I./A.W.W.A. SPECIFICATIONS OF C-800-99 LEAKAGE FORMULA: Q = (50 - P)^{1.75}/148,000 Q = ALLOWABLE LEAKAGE, IN GALLONS PER HOUR D = DIAMETER OF THE PIPE TESTED, IN INCHES S = TOTAL LENGTH OF PIPE TESTED, IN FEET P = AVERAGE TEST PRESSURE, IN POUNDS PER SQUARE INCH.

16. THE MINIMUM DEPTH OF COVER OVER WATER MAINS IS 36" EXCEPT WHERE SHOWN DIFFERENTLY ON PLANS.

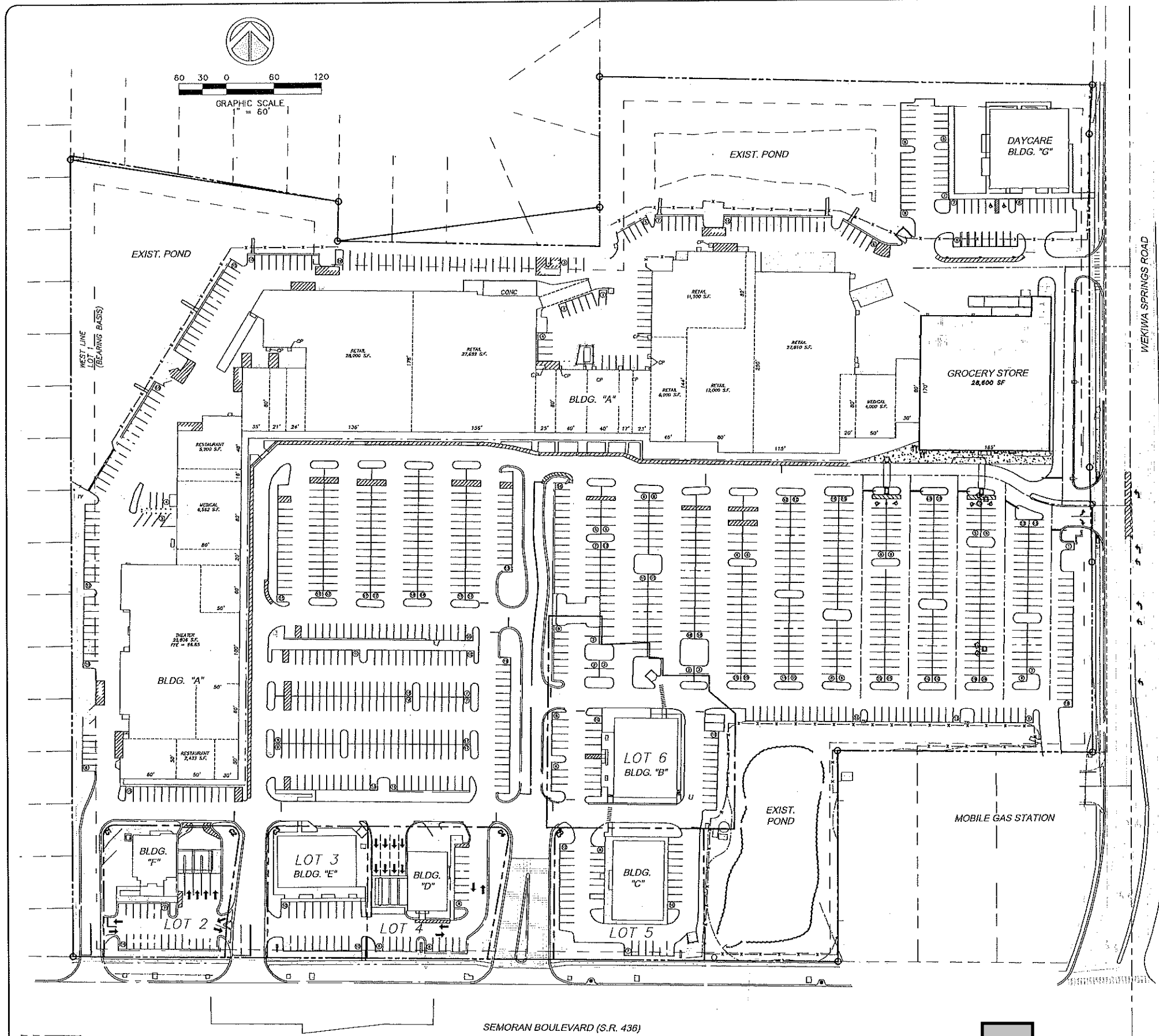
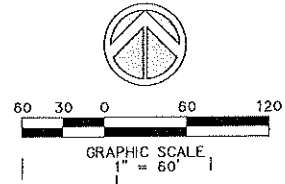
17. DISINFECTION OF MAINS SHALL COMPLY WITH A.N.S.I./A.W.W.A. C-651-99 STANDARD. BACTERIOLOGICAL SAMPLING POINTS SHALL BE DESIGNATED ON THE ENGINEERING PLANS. MINIMUM ONE SAMPLING POINT AT EACH END. MAXIMUM SPACE BETWEEN SAMPLING POINTS IS 1500 FEET.

18. DEAD-END WATER MAINS 6" OR LARGER SHALL TERMINATE WITH A FIRE HYDRANT.

19. THERE SHALL BE NO CONNECTION TO AN EXISTING WATER MAIN UNTIL APPROVED AND BACTERIOLOGICAL TESTS HAVE BEEN CONDUCTED AND THE RESULTS ARE APPROVED AND ACCEPTED BY THE CITY OF APOPKA AND O.C.U.

20. ALL SERVICE LINES SHALL BE COPPER TUBING, TYPE "K", OR PLASTICIZED POLYETHYLENE 3408, A.S.T.M. D-2737, S.D.R. 9, 200 P.S.I.

21. SANITARY SEWERS AND FORCE MAINS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS AND FORCE MAINS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18" BETWEEN THE INVERT OF THE UPPER PIPE AND THE TOP OF THE LOWER PIPE WHENEVER POSSIBLE.



| PROJECT DATA | |
|----------------------------------|--|
| OVERALL PARCEL DATA TABLE | |
| PARCEL ID NUMBER | 12-21-28-9093-00-010 |
| ADDRESS: | 2121 EAST SEMORAN BLVD. APOPKA, FLORIDA 32703 |
| FUTURE LAND USE | 1600-COMMUNITY SHOPPING |
| ZONING | C-1 |
| ADJACENT LAND USE | NORTH: C-1 EAST: C-1 SOUTH: C-1 WEST: R/C-1 |
| ADJACENT ZONING | NORTH: R EAST: C-1 SOUTH: C-1 WEST: R/C-1 |
| ACREAGE/SQUARE FOOTAGE | ACRES: 24.74 PARCEL S.F.: 1,236,651.98 BUILDING S.F.: 259,399 |
| BUILDING HEIGHT | MAX : 35' |
| FLOOR AREA RATIO | MAX : 0.25 ACTUAL : 0.242 |
| BUILDING HEIGHT | EXISTING: FRONT: 50' SIDE: 10' REAR: 30' CORNER REQUIRED: FRONT: 50' SIDE: 10' REAR: 30' CORNER |

| BUILDING DATA | SQ. FT. |
|--------------------|---------|
| BUILDING A | 221,339 |
| BUILDING B | 8,000 |
| BUILDING C | 5,520 |
| BUILDING D | 3,750 |
| BUILDING E | 8,500 |
| BUILDING F | 10,000 |
| DAYCARE BUILDING G | 3,290 |
| TOTAL CENTER | 259,399 |

| PARKING DATA | |
|--|-------|
| TOTAL SPACES REQUIRED -- | 1,281 |
| MAIN CENTER -- | 1,247 |
| DAY CARE SITE (BY STUDENT) -- | 20 |
| (1 SPACE FOR EVERY 10 STUDENTS -- | |
| MAXIMUM OF 200 STUDENTS) | |
| DAY CARE SITE (BY OFFICE SPACE) -- | 14 |
| (2,750 SF/1000 SF X 5 SPACES) | |
| TOTAL SPACES PROVIDED | 1,237 |
| REGULAR SPACES | 1,202 |
| HANDICAP SPACES | 35 |
| BICYCLE PARKING PROVIDED | |
| GROCERY STORE (28,800 S.F. @ 1 SP/200 SF) | 143 |
| BICYCLE PARKING REQUIRED (4 SP/100 PKG SP) | 8 |
| BICYCLE PARKING PROVIDED | 8 |

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| REVISIONS | |
|-----------|---------|
| NO. | DATE |
| 1 | 2/20/18 |

WEKIVA RIVERWALK SHOPPING CENTER
FINAL DEVELOPMENT PLAN

CITY OF APOPKA, FLORIDA

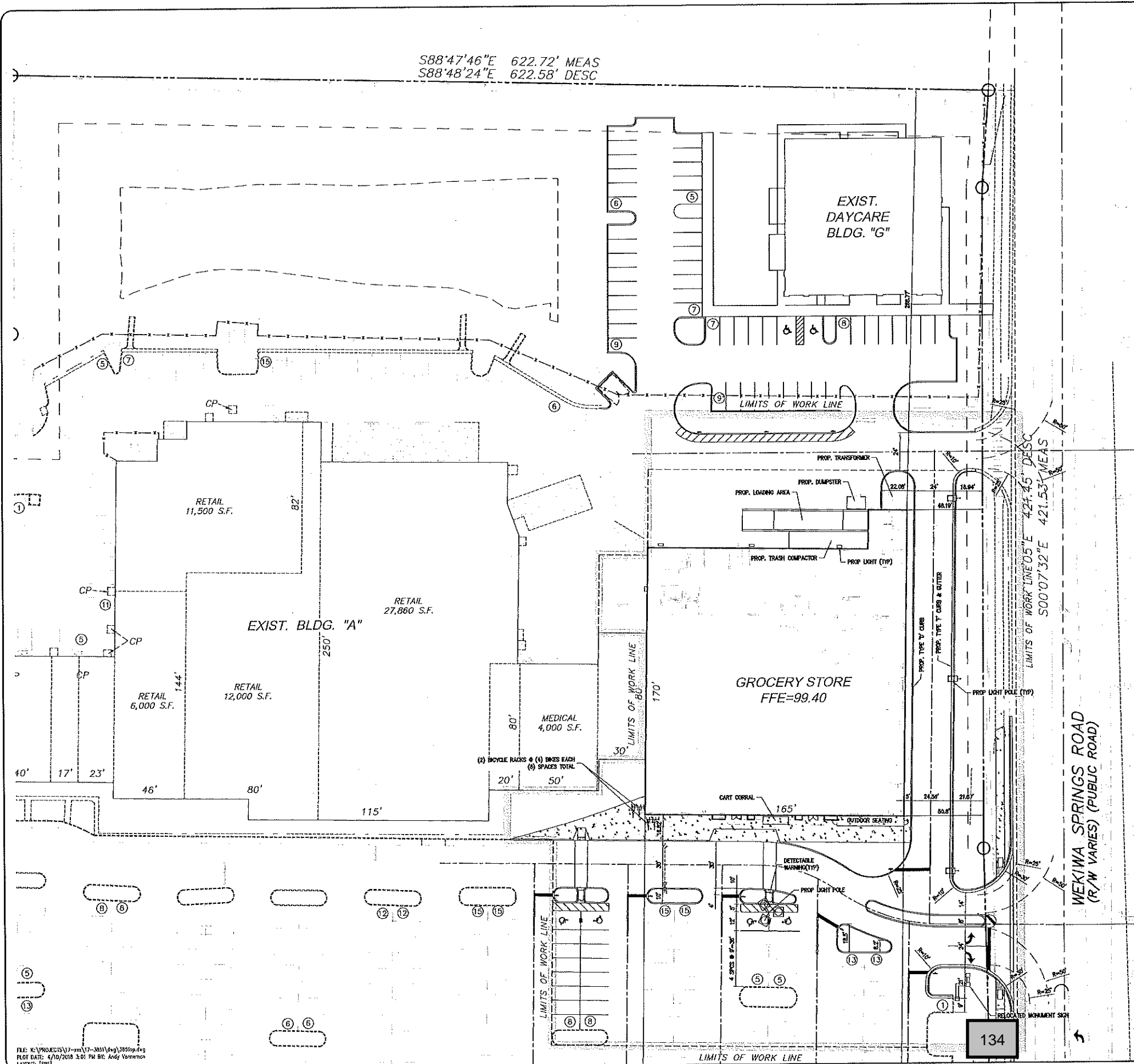
DATE: DEC. 2017
SCALE: 1"=60'
DESIGNED BY: M.G.
DRAWN BY: M.A.S.
JOB #: 17-3851



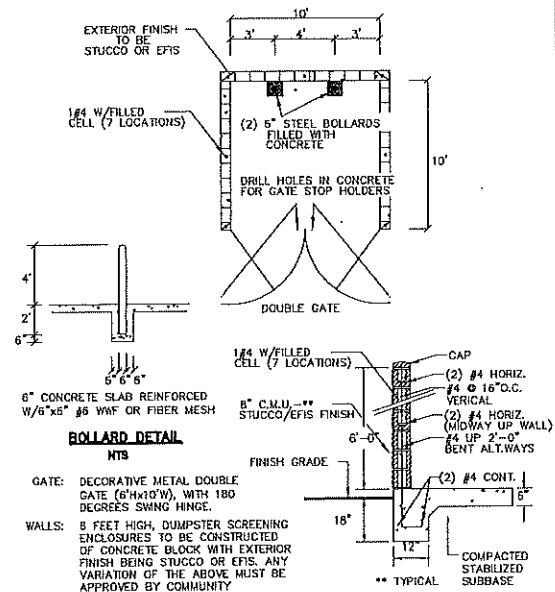
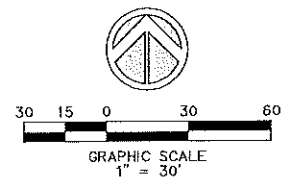
Date: April 18, 2018

SHEET No.
MDP1

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PLOT DATE: 4/18/2018 1:00 PM BY: Andy Vaneman
LAYOUT: [L01]



FILE: K:\PROJECTS\17-200\17-2001\dwg\1851p.dwg
 PLOT DATE: 4/10/2018 3:01 PM BY: Andy Vermeire
 LAYOUT: [S*]



TRASH ENCLOSURE DETAIL 9/401
 N.T.S.
 1. DESIGN OF BLOCK STRUCTURE AND GATE SYSTEM BY OTHERS
 2. DIMENSIONS AND LAYOUT OF DUMPSTER ENCLOSURE TO BE CONFIRMED WITH OWNER PRIOR TO CONSTRUCTION OF ENCLOSURE AREA.
 3. STRUCTURAL AND ARCHITECTURAL DESIGN OF WALL AND GATE STRUCTURES BY OTHERS

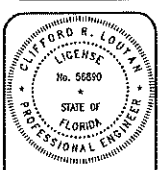
4577 N.W. Hill Road, Suite 102
 Sunrise, FL 33351
 www.suntech.com
 Certificate of Auth. #709743 7019
 P.E. No. 17147
 Fax: (954) 777-3114

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 Engineers-Planners-Architects

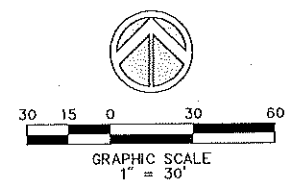
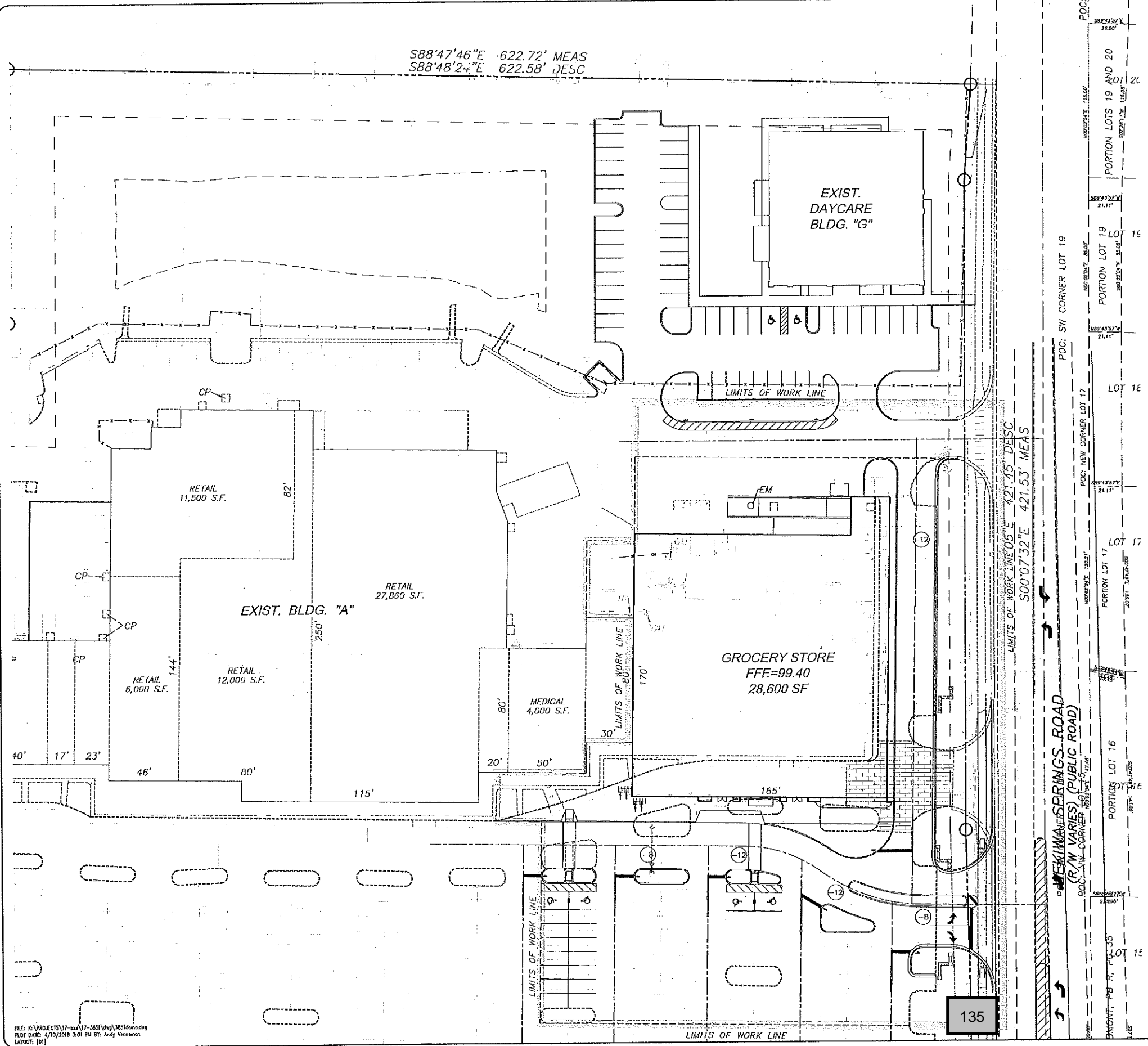
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WEKIWA RIVERWALK SHOPPING CENTER
 CITY OF APOPKA, FLORIDA
 AFFECTED AREA
 SITE PLAN

DATE: DEC. 2017
 SCALE: 1"=30'
 DESIGNED BY: M.G.
 DRAWN BY: M.A.S.
 JOB #: 17-3851



Date: April 10, 2018
 SHEET No. SP1



NOTE:
 TOTAL EXISTING PARKING 1289 SPACES
 TOTAL PARKING REMOVED (-) 52 SPACES
 TOTAL PARKING ON-SITE 1237 SPACES*

* INCLUDES NEW GROCERY STORE @ 1 SPACE PER 200 SF OR 143 SPACES PROVIDED

TOTAL PARKING REMOVED = 52 SPACES

| BUILDING AREA | | |
|--------------------------|---------|-------|
| EXIST. SHOPPING CENTER | 242,260 | 5.56 |
| LESS DEMOLISHED BUILDING | -21,461 | -0.49 |
| PROPOSED GROCERY STORE | 28,600 | 0.66 |
| NET BUILDING AREA | 249,399 | 5.73 |
| DAY CARE BUILDING | 10,000 | 0.23 |
| TOTAL PROPOSED BUILDINGS | 259,399 | 5.95 |

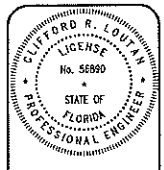
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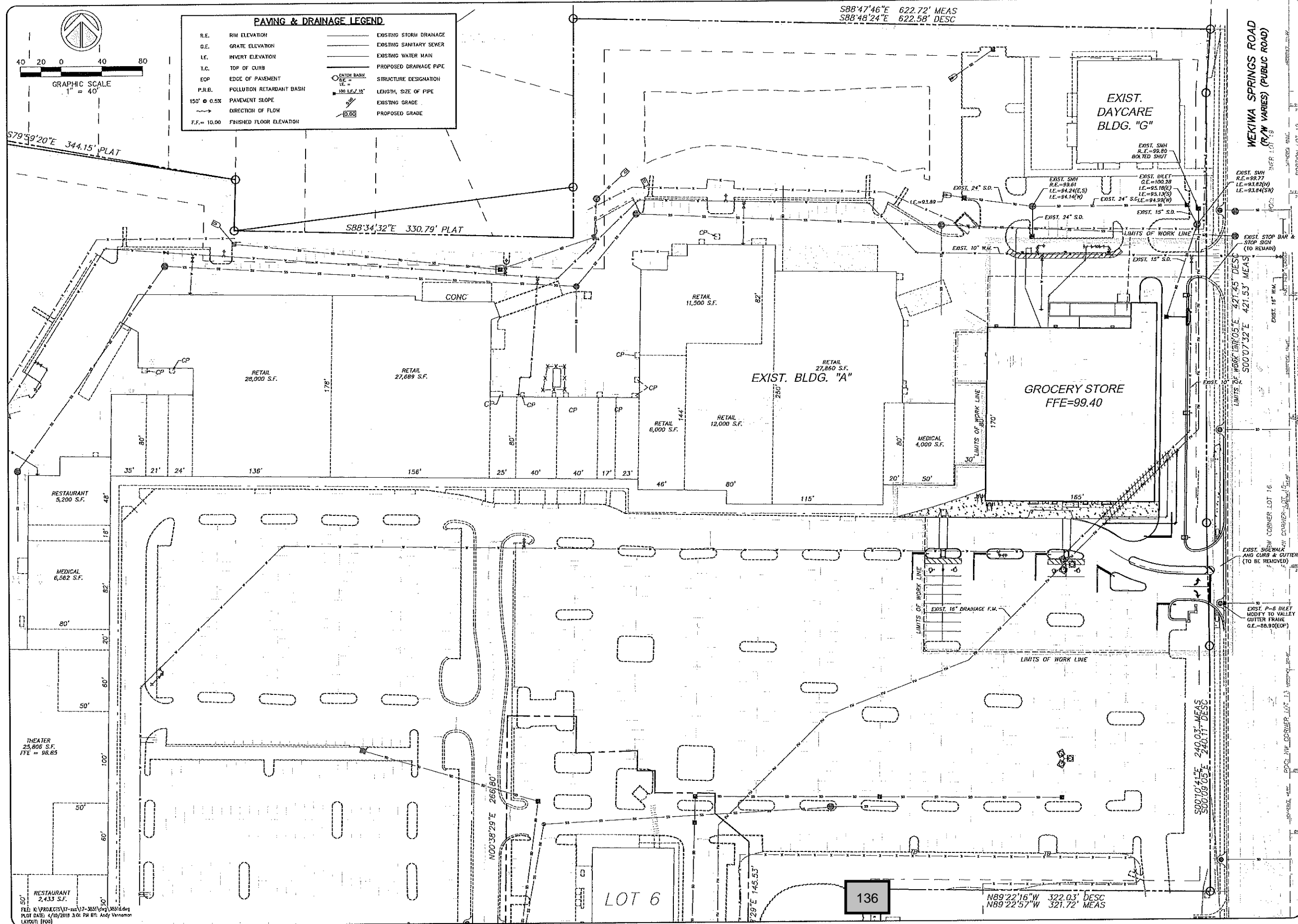
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WEKIVA RIVERWALK SHOPPING CENTER
 CITY OF APOPKA, FLORIDA
 PARKING DEMO PLAN

DATE: DEC. 2017
 SCALE: 1"=30'
 DESIGNED BY: M.G.
 DRAWN BY: M.A.S.
 JOB #: 17-5851

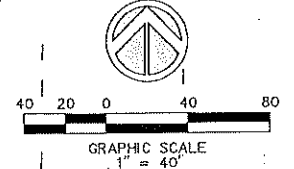


Date: April 10, 2018
 SHEET No.
 D1



PAVING & DRAINAGE LEGEND

| | | | |
|--------------|--------------------------|-----|-------------------------|
| R.E. | RIM ELEVATION | --- | EXISTING STORM DRAINAGE |
| G.E. | GRATE ELEVATION | --- | EXISTING SANITARY SEWER |
| I.E. | INVERT ELEVATION | --- | EXISTING WATER MAIN |
| T.C. | TOP OF CURB | --- | PROPOSED DRAINAGE PIPE |
| EOP | EDGE OF PAVEMENT | --- | STRUCTURE DESIGNATION |
| P.R.B. | POLLUTION RETARDANT BASH | ○ | LENGTH, SIZE OF PIPE |
| 150' @ 0.5% | PAVEMENT SLOPE | ↘ | EXISTING GRADE |
| → | DIRECTION OF FLOW | --- | PROPOSED GRADE |
| F.F. = 10.00 | FINISHED FLOOR ELEVATION | --- | |



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 Fax (854) 777-3114

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STE

| NO. | DATE | DESCRIPTION |
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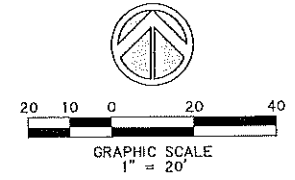
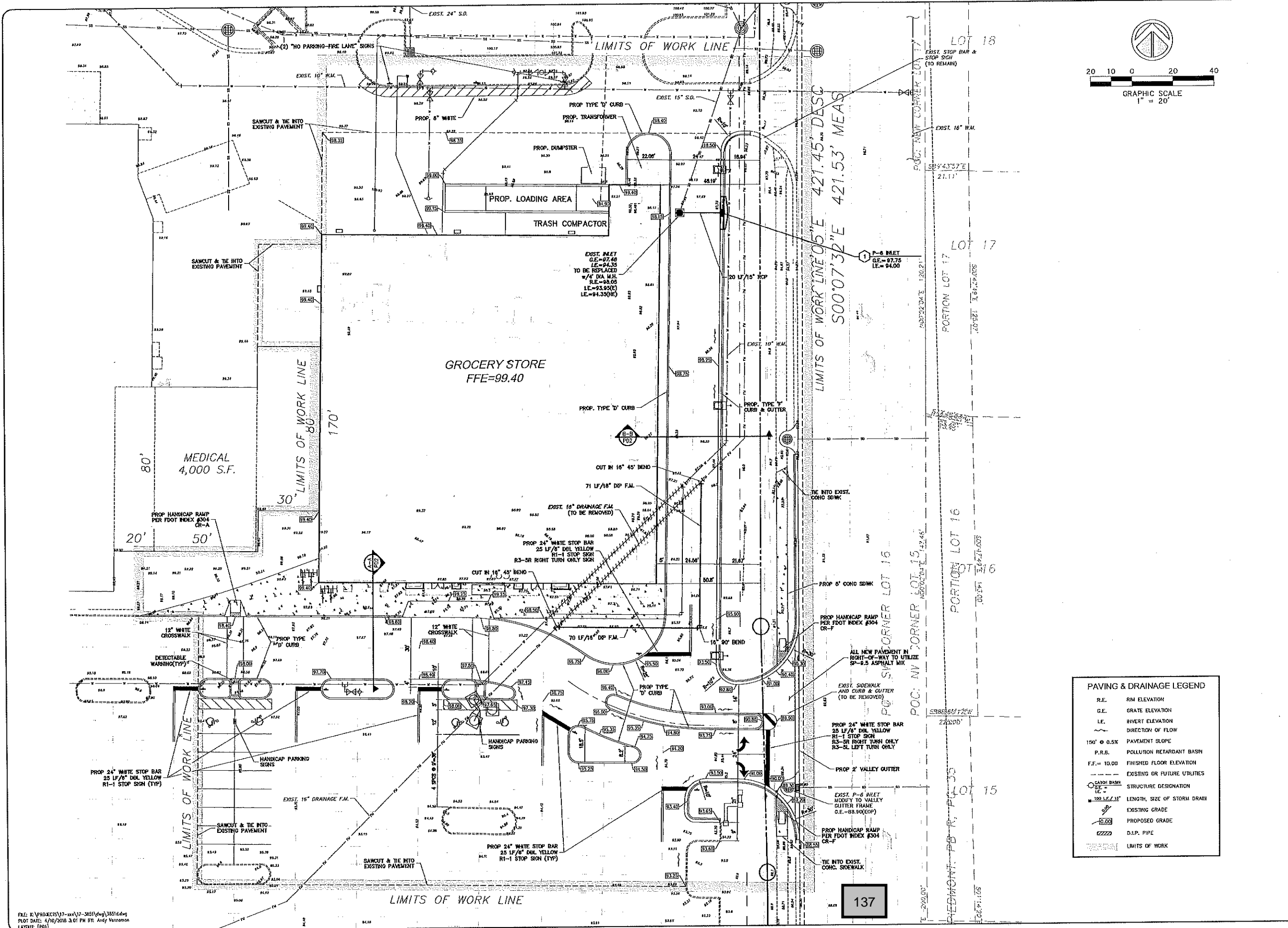
WEKIVA RIVERWALK SHOPPING CENTER
 FLORIDA
 CITY OF APOPKA
OVERALL PAVING, GRADING & DRAINAGE PLAN

DATE: DEC. 2017
 SCALE: 1"=40'
 DESIGNED BY: M.G.
 DRAWN BY: A.E.V.
 JOB #: 17-3851

CLIFFORD R. LOU
 LICENSE No. 55890
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

DATE: April 16, 2018

SHEET No.
 PD0



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| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
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WEKIVA RIVERWALK SHOPPING CENTER
 PAVING, GRADING & DRAINAGE PLAN

FLORIDA
 CITY OF APPOPKA
 CLIFFORD R. DUNAWAY
 LICENSE No. 56890
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

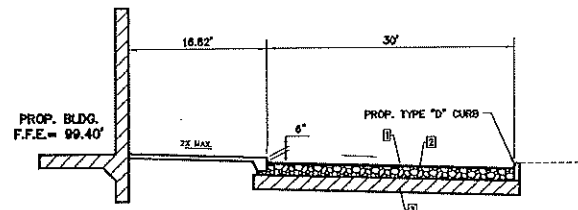
DATE: DEC. 2017
 SCALE: 1"=20'
 DESIGNED BY: M.G.
 DRAWN BY: A.E.V.
 JOB #: 17-3551

PAVING & DRAINAGE LEGEND

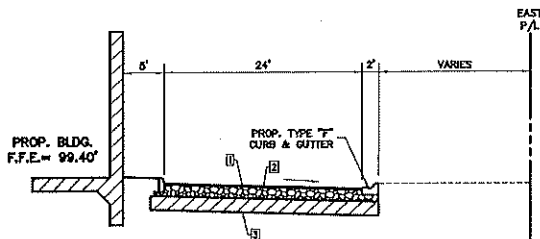
| | |
|-------------|------------------------------|
| R.E. | RIM ELEVATION |
| G.E. | GRATE ELEVATION |
| I.E. | INVERT ELEVATION |
| → | DIRECTION OF FLOW |
| 150' @ 0.5% | PAVEMENT SLOPE |
| P.R.B. | POLLUTION RETARDANT BASIN |
| F.F.= 10.00 | FINISHED FLOOR ELEVATION |
| --- | EXISTING OR FUTURE UTILITIES |
| CB | STRUCTURE DESIGNATION |
| 100' @ 1/8" | LENGTH, SIZE OF STORM DRAIN |
| --- | EXISTING GRADE |
| --- | PROPOSED GRADE |
| --- | D.P. PIPE |
| --- | LIMITS OF WORK |

Date: April 16, 2018
 SHEET No. PD1

FILE: K:\PROJECTS\17-3551\17-3551.dwg
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 LAYOUT: [PD1]

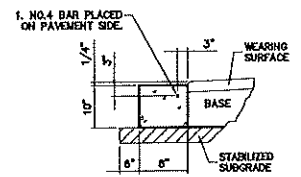


SECTION A-A
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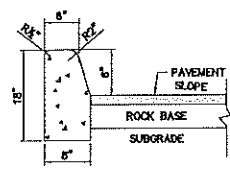


SECTION B-B
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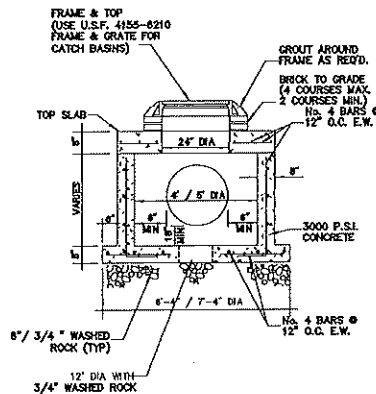
- ON-SITE PAVEMENT NOTES:**
1. THE WEARING SURFACE SHALL BE 1 1/2" THICK (MIN) IN TWO 3/4" LIFTS WITH THE LAST LIFT BEING PLACED AFTER ALL CONSTRUCTION IS COMPLETE. SP-9.5 ASPHALTIC CONCRETE, OVER PRIME COAT.
 2. THE BASE COURSE SHALL BE LIMEROCK (70% CALCIUM), 6" THICK COMPACTED IN ACCORDANCE WITH A.A.S.H.T.O. SPECIFICATION T-180 TO 98% DENSITY LBR=100.
 3. ALL ORGANIC AND YIELDING MATERIAL WITHIN THE LIMITS SHOWN SHALL BE REMOVED AND REPLACED WITH CLEAN FILL. THE SUBBASE SHALL EXTEND 12" BELOW THE BASE COURSE. SHALL HAVE A MINIMUM DRY DENSITY OF 115 PCF AND SHALL BE COMPACTED TO 100% OF MAXIMUM DRY DENSITY PER A.A.S.H.T.O. SPECIFICATION T-99, METHOD 'C'. MINIMUM LBR TO BE 40.
 4. PAVERS SHALL HAVE A MINIMUM THICKNESS OF 3/8" AND SHALL BE CONCRETE PER ASTM C936 OR BRICK PER ASTM D1272 (SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION)



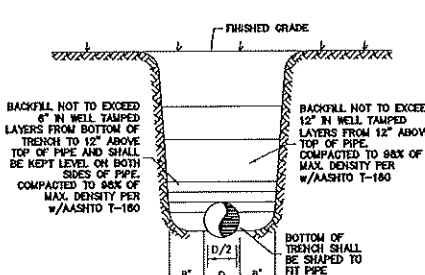
HEADER CURB DETAIL



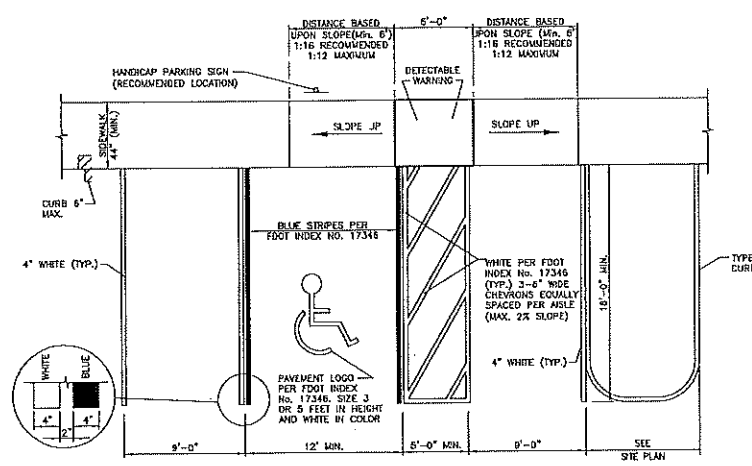
TYPE "D" CURB
N.T.S.



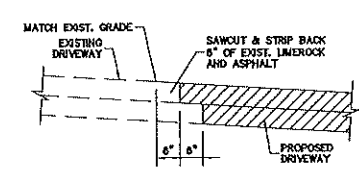
4' / 5' DIAMETER CATCH BASIN
N.T.S.



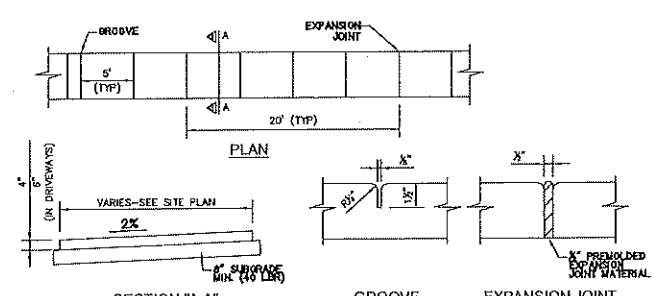
PIPE BEDDING DETAIL
N.T.S.



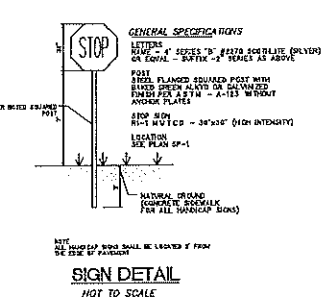
TYPICAL HANDICAP PARKING DETAIL
N.T.S.



ASPHALT TIE-IN DETAIL



SIDEWALK DETAIL
N.T.S.

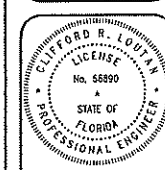


SIGN DETAIL
NOT TO SCALE

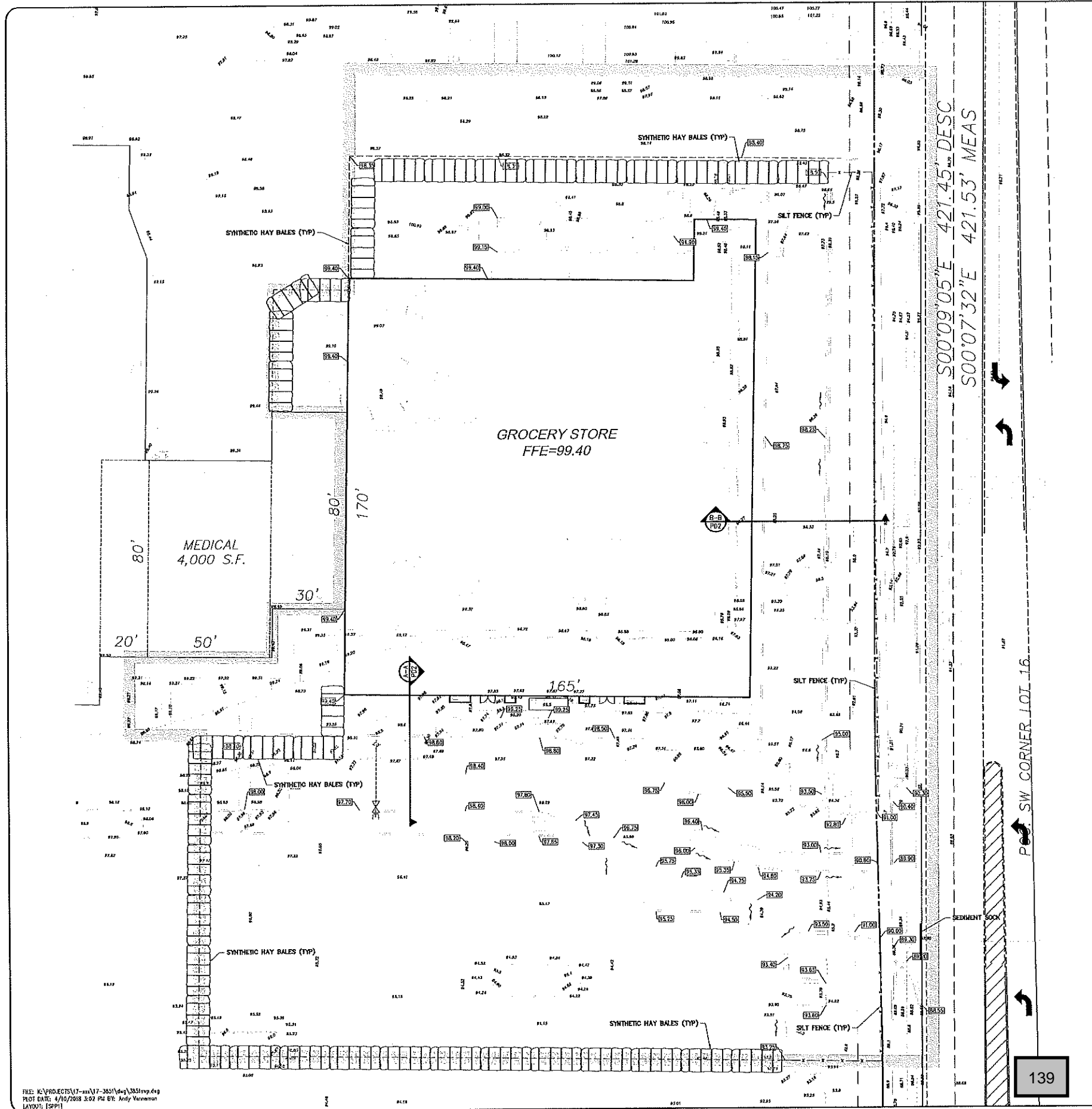
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FLORIDA
WEKIVA RIVERWALK
SHOPPING CENTER
CITY OF APOPKA
PAVING, GRADING &
DRAINAGE PLAN

DATE: DEC. 2017
SCALE: 1"=30'
DESIGNED BY: M.G.
DRAWN BY: A.E.V.
JOB #: 17-3851



Date: April 10, 2018
SHEET No.
PD2

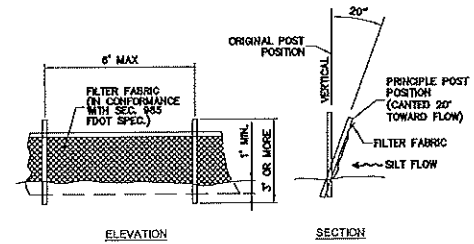


N.P.D.E.S. NOTES:

1. IN ACCORDANCE WITH NPDES REQUIREMENTS, THE CONTRACTOR SHALL PREPARE A STORMWATER POLLUTION PREVENTION PLAN PRIOR TO INITIATING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT SAID PLAN TO THE OWNER PRIOR TO THE PRE-CONSTRUCTION CONFERENCE AND SHALL KEEP A COPY ON-SITE FOR THE DURATION OF CONSTRUCTION.
2. 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR WILL SUBMIT A "NOTICE OF INTENT" TO THE FDEP IN ACCORDANCE WITH N.P.D.E.S. RULES AND REGULATIONS.

EROSION AND SEDIMENT CONTROL NOTES:

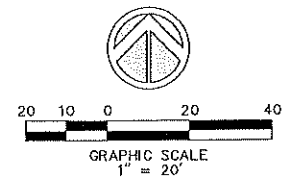
1. THESE PLANS INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.) CHAPTER 6. CONTRACTOR SHALL PROVIDE EROSION PROTECTION AND TURBIDITY CONTROL AS REQUIRED TO ENSURE CONFORMANCE TO STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
2. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS AND SPECIFICATIONS AND THE ST. JOHNS WATER MANAGEMENT DISTRICT SPECIFICATIONS AND CRITERIA. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING A PERMANENT LANDSCAPING IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S DESIGN PLANS, CITY OF APOPKA CODE AND MEETING THE NPDES FINAL STABILIZATION REQUIREMENTS.
4. IF DEWATERING CAPACITY REQUIRES A CONSUMPTIVE USE PERMIT (C.U.P.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
5. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT FROM WATER QUALITY VIOLATIONS. COSTS MAY INCLUDE LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES. PRIOR TO COMMENCEMENT OF CONSTRUCTION AND EXCAVATION ACTIVITIES, THE CONTRACTOR SHALL PERFORM GROUNDWATER TESTING IN ACCORDANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY FEDERAL REGISTER, PAGE 42739, PART 1A.3, TO DETERMINE PETROLEUM CONTAMINATION LEVELS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING N.P.D.E.S. PERMIT, IF REQUIRED, IN ORDER TO DISCHARGE ANY GROUNDWATER ENCOUNTERED DURING CONSTRUCTION AND DE-WATERING OPERATIONS.
6. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATERPROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.



SILT FENCE DETAIL

NOTES:

1. THIS PLAN REFLECTS REQUIREMENTS APPLICABLE TO PROTECTING SURFACE WATER RESOURCES IN STORMWATER MANAGEMENT SITE PLANS OR SITE PERMITS APPROVED BY STATE, TRIBAL OR LOCAL OFFICIALS.
 2. SEDIMENT CONTROL MEASURES ARE TO BE MAINTAINED SO THAT SEDIMENT IS REMOVED FROM SEDIMENT BARRIERS WHEN THE DESIGN CAPACITY IS REDUCED BY 50%
- TOTAL SITE = 00.00 Ac.
 SITE AREA TO BE DISTURBED = 00.00 Ac.
 WETLAND AREA TO BE MITIGATED = 00.00 Ac.
- RUNOFF COEFFICIENT "C"
 BEFORE CONSTRUCTION = 0.85
 DURING CONSTRUCTION = 0.70
 AFTER CONSTRUCTION = 0.85



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 Sunrise, FL 33351
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| NO. | DATE | DESCRIPTION |
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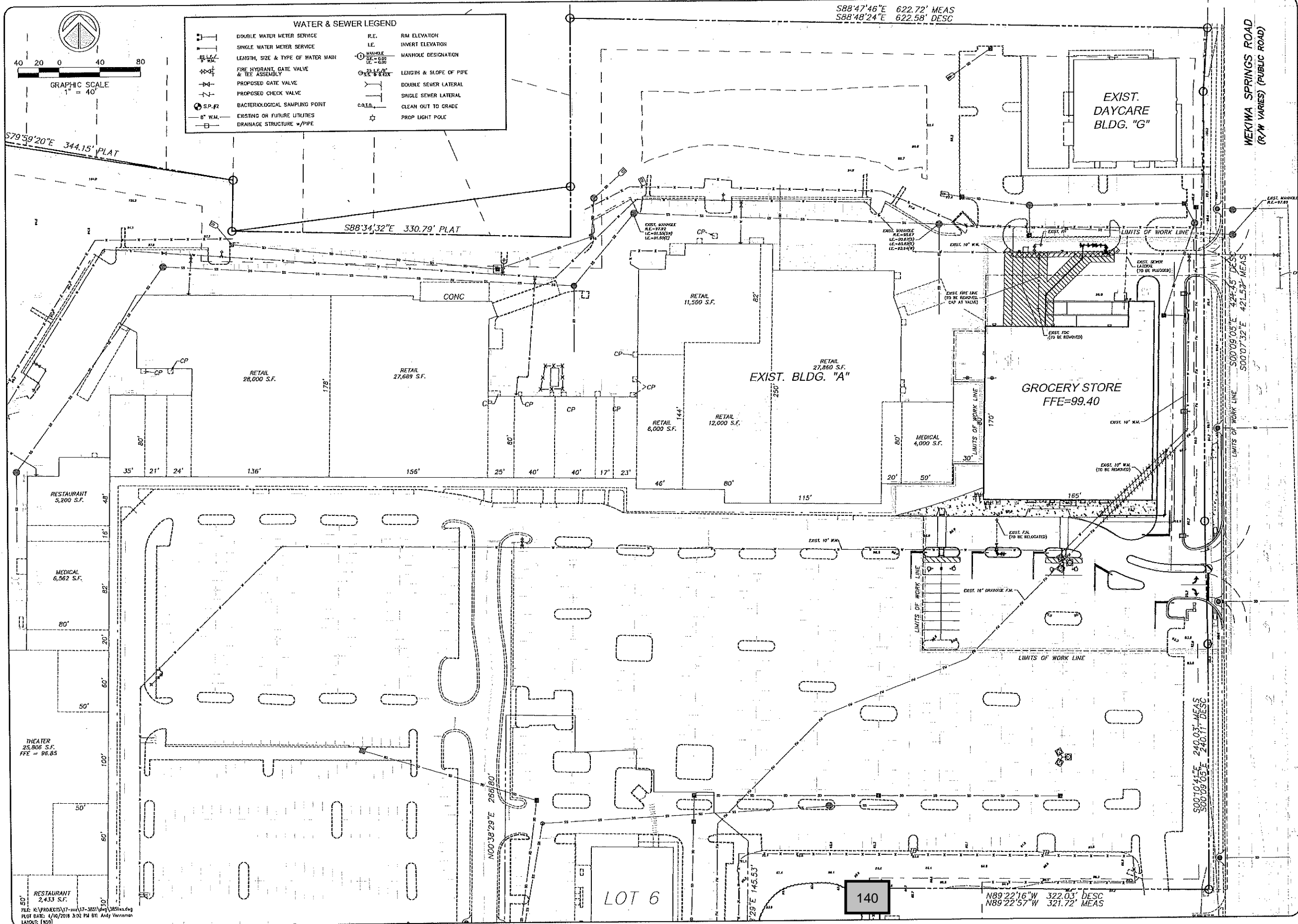
WEKIVA RIVERWALK
 SHOPPING CENTER
 CITY OF APOPKA, FLORIDA
 STORMWATER POLLUTION
 PREVENTION PLAN

DATE: DEC. 2017
 SCALE: 1"=20'
 DESIGNED BY: M.G.
 DRAWN BY: A.E.V.
 JOB #: 17-3851



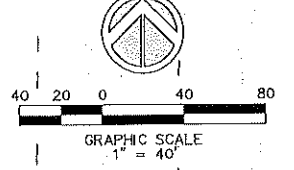
Date: April 16, 2018

SHEET No.
 SPP1



WATER & SEWER LEGEND

| | | | |
|--|--|--|----------------------------|
| | DOUBLE WATER METER SERVICE | | R.M. ELEVATION |
| | SINGLE WATER METER SERVICE | | I.N.V.E.R.T. ELEVATION |
| | LENGTH, SIZE & TYPE OF WATER MAIN | | M.A.N.H.O.L.E. DESIGNATION |
| | FIRE HYDRANT GATE VALVE & TEE ASSEMBLY | | LENGTH & SLOPE OF PIPE |
| | PROPOSED GATE VALVE | | DOUBLE SEWER LATERAL |
| | PROPOSED CHECK VALVE | | SINGLE SEWER LATERAL |
| | BACTERIOLOGICAL SAMPLING POINT | | CLEAN OUT TO GRADE |
| | 8" W.M. EXISTING OR FUTURE UTILITIES | | PROP LIGHT POLE |
| | DRAINAGE STRUCTURE w/PIPE | | |



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Certificate of Auth. #1709/13 1719
Professional Engineer
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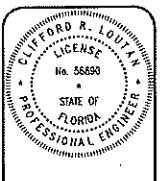
STE Sun-Tech Engineering Inc.
Engineer - Professional

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
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WEKIVA RIVERWALK SHOPPING CENTER
CITY OF APOPKA, FLORIDA
OVERALL WATER & SEWER PLAN

DATE: DEC. 2017
SCALE: 1"=40'
DESIGNED BY: M.G.
DRAWN BY: M.A.S.
JOB #: 17-3851



Date: April 10, 2018

SHEET No. WSO

140

N89°22'16"W 322.03' DESC
N89°22'57"W 321.72' MEAS

S00°09'05"E 240.03' MEAS
S00°09'05"E 240.11' DESC

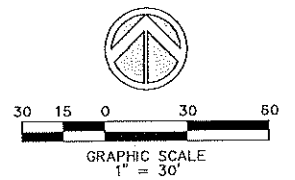
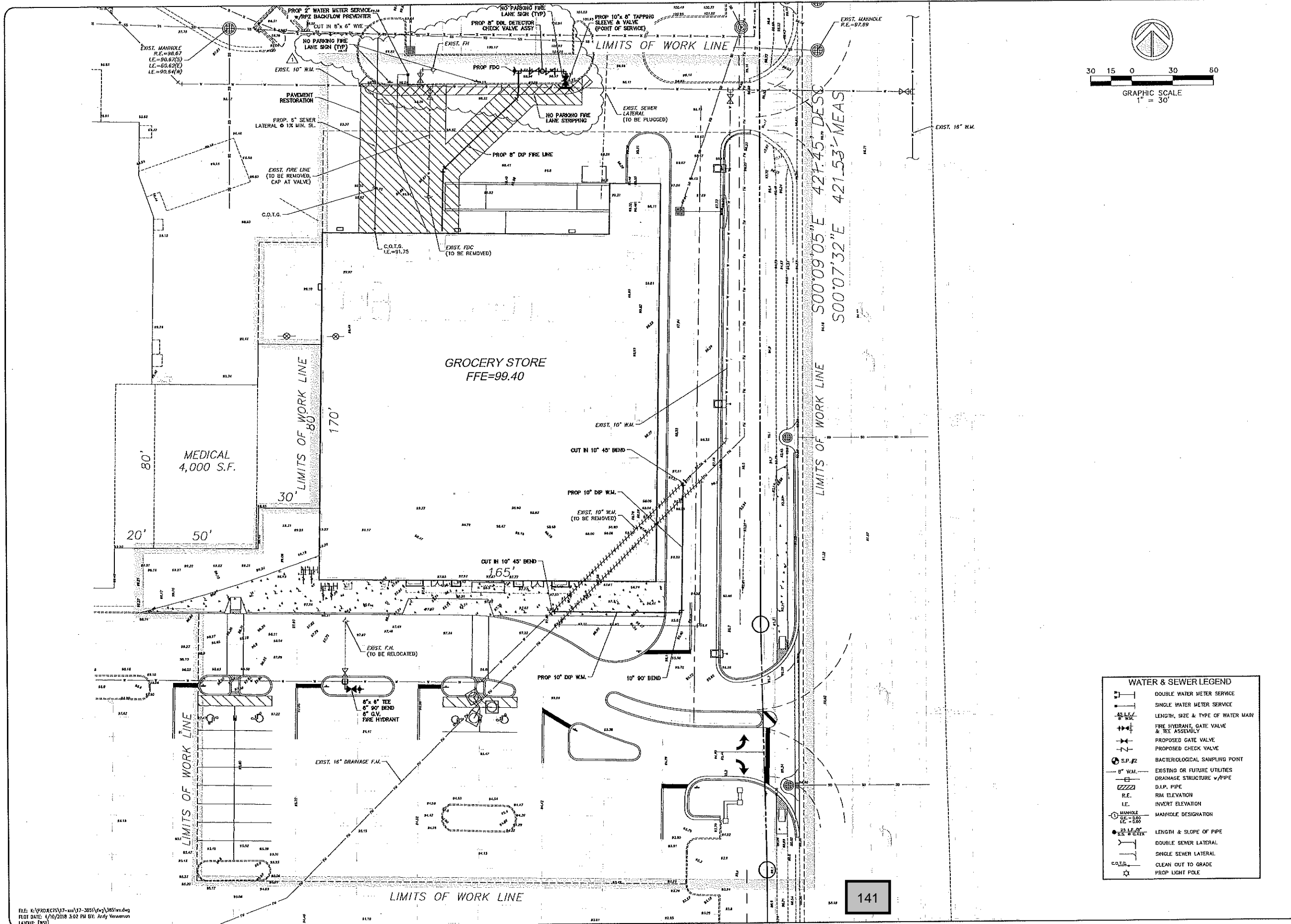
WEKIVA SPRINGS ROAD
(R/W VARIES) (PUBLIC ROAD)

S79°59'20"E 344.15' PLAT

S88°34'32"E 330.79' PLAT

S88°47'46"E 622.72' MEAS
S88°48'24"E 622.58' DESC

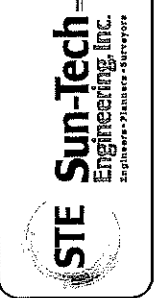
RESTAURANT 2,433 S.F.
FILE: K:\PROJECTS\17-3851.dwg
PLOT DATE: 4/10/2018 3:02 PM BY: Andy Veneman
LAYOUT: [NS]



WATER & SEWER LEGEND

| | |
|--|---|
| | DOUBLE WATER METER SERVICE |
| | SINGLE WATER METER SERVICE |
| | LENGTH, SIZE & TYPE OF WATER MAIN |
| | FIRE HYDRANT, GATE VALVE & TEE ASSEMBLY |
| | PROPOSED GATE VALVE |
| | PROPOSED CHECK VALVE |
| | BACTERIOLOGICAL SAMPLING POINT |
| | EXISTING OR FUTURE UTILITIES |
| | DRAINAGE STRUCTURE w/PIPE |
| | D.I.P. PIPE |
| | R.M. ELEVATION |
| | I.N.V.E.R.T. ELEVATION |
| | MANHOLE DESIGNATION |
| | LENGTH & SLOPE OF PIPE |
| | DOUBLE SEWER LATERAL |
| | SINGLE SEWER LATERAL |
| | CLEAN OUT TO GRADE |
| | PROP LIGHT POLE |

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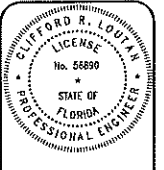


REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|---------|----------------|
| 1 | 2/20/18 | PER DDC REVIEW |

WEKIVA RIVERWALK
 SHOPPING CENTER
 CITY OF APOPKA
 FLORIDA
 WATER & SEWER PLAN

DATE: DEC. 2017
 SCALE: 1"=30'
 DESIGNED BY: M.G.
 DRAWN BY: M.A.S.
 JOB #: 17-3851



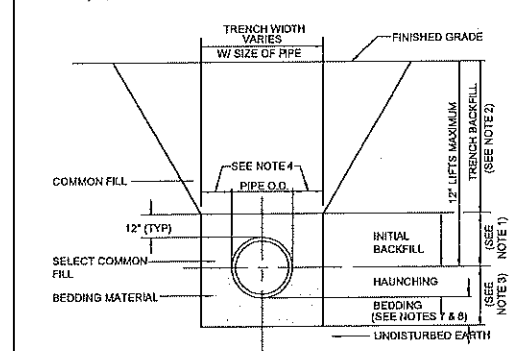
Date: April 10, 2018
 SHEET No.
 WS1

FILE: K:\PROJECTS\17-3851\17-3851\17-3851.dwg
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 LAYOUT: [WS]

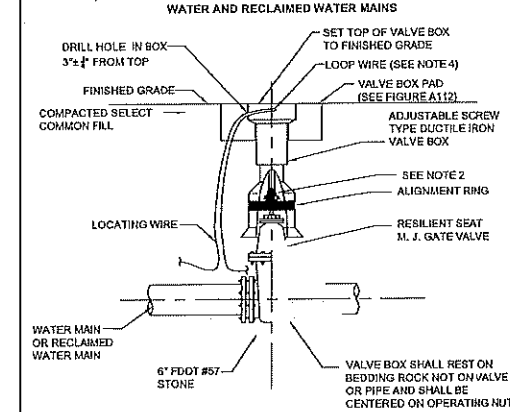
OCU GENERAL NOTES:

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAIN LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCU DISPATCH OPERATOR (407-836-2777) AND THE OCU INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE OCU CONSTRUCTION DIVISION AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT BY CALLING (407) 254-9796.
4. THE CONTRACTOR SHALL NOTIFY THE OCU CONSTRUCTION DIVISION AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION BY CALLING (407) 254-9796.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE OCU SYSTEM SHALL BE IN CONFORMANCE WITH THE ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL.
6. ALL OCU MAINS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGES TO OCU MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY OCU, OCU MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
8. THE CONTRACTOR SHALL ADJUST ALL EXISTING OCU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, OR STORM WATER IMPROVEMENTS. OCU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS.
9. ONLY OCU SHALL OPERATE OCU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE OCU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY OCU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE-APPROVED INTERRUPTIONS OF SERVICE WITH THE OCU INSPECTOR 7 WORKING DAYS IN ADVANCE.

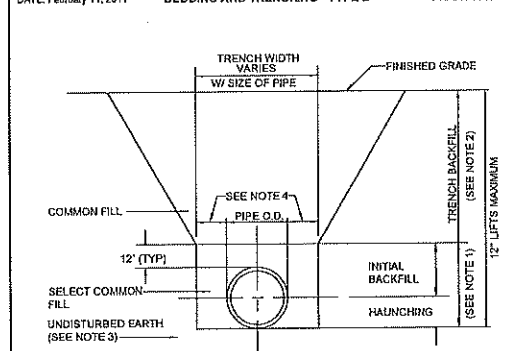
11. THE CONTRACTOR SHALL PROVIDE FOR BYPASSING AND/OR HAULING WASTEWATER DURING APPROVED INTERRUPTIONS OF WASTEWATER FLOWS AND CONNECTIONS. THE CONTRACTOR SHALL SUBMIT A BYPASS PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER TO OCU DEVELOPMENT ENGINEERING FOR APPROVAL PRIOR TO IMPLEMENTATION BY CONTRACTOR.
12. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP AND OCU.
13. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH A BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE IN ORDER TO CHLORINATE AND FLUSH NEW WATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLAIMED WATER OR FORCEMAIN SHALL ALSO BE EQUIPPED WITH A BACKFLOW PREVENTER.
14. FOR PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY OCU, NO PIPE BENDS IS ALLOWED. THE MAXIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS 0.75 DEGREES (0-INCHES PER JOINT PER 20 FT STICK OF PIPE) ALIGNMENT CHANGE SHALL BE MADE ONLY WITH SLEEVES AND FITTINGS.
15. FOR NON-PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY OCU, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADII FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.



- NOTES:
1. INITIAL BACKFILL: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-100.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-100.
 3. TYPE A BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
 4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (12" MIN) FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
 8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. UTILITIES SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
 9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN ORANGE COUNTY RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RW UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.



- NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 2. THE VALVE ACTUATING NUT SHALL BE EXTENDED TO BE WITHIN 3" OF FINISHED GRADE.
 3. PROVIDE A PLASTIC DEBRIS SHIELD / ALIGNMENT RING WHICH INSTALLS BELOW THE VALVE ACTUATING NUT. THIS SHIELD SHALL CENTER THE RISER PIPE BOX COVER. THE ACTUATING NUT AND MINIMIZE INFILTRATION.
 4. LOCATING WIRE SHALL BE CONTINUOUS WITH NO SPLICES AND SHALL EXTEND 12" ABOVE TOP OF COLLAR. WIRE SHALL BE COLOR CODED TO MATCH THE UTILITY INSTALLED.
 5. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS.
 6. REFER TO FIGURE A111 FOR INSTALLATIONS AT A DEPTH OF 6' OR GREATER.



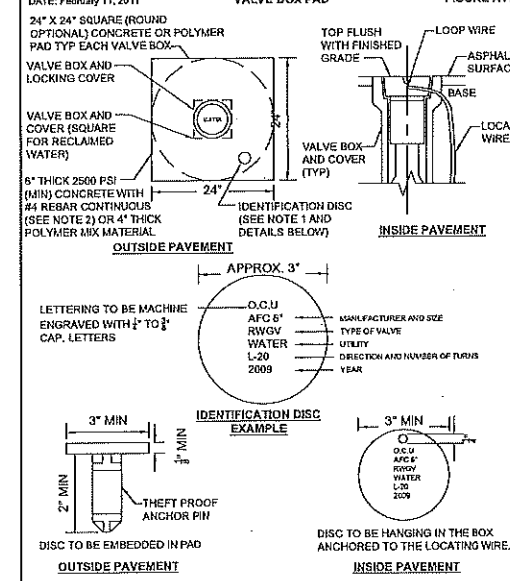
- NOTES:
1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-100.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-100.
 3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
 4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (12" MIN) FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN ORANGE COUNTY RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

| TYPE | MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S) | | | | | | | | | |
|-----------------------|---|----|----|-----|-----|-----|-----|-----|-----|-----|
| | PIPE SIZE | | | | | | | | | |
| | 4" | 6" | 8" | 10" | 12" | 16" | 20" | 24" | 30" | 36" |
| 90° BEND | 25 | 36 | 46 | 55 | 64 | 77 | 89 | 105 | 120 | |
| 45° BEND | 10 | 15 | 19 | 23 | 26 | 27 | 32 | 37 | 44 | 50 |
| 22-1/2° BEND | 5 | 8 | 9 | 11 | 13 | 13 | 15 | 18 | 21 | 24 |
| 11-1/4° BEND | 3 | 4 | 5 | 6 | 8 | 7 | 8 | 9 | 10 | 12 |
| PLUG OR BRANCH OF TEE | 53 | 74 | 97 | 117 | 138 | 166 | 194 | 231 | 265 | |
| VALVE | 27 | 38 | 49 | 59 | 69 | 83 | 97 | 116 | 133 | |
| REDUCER | VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER. | | | | | | | | | |

- NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
 2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
 3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
 4. ALL IN-LINE VALVES SHALL BE RESTRAINED.
 5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
 6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:
- WORKING PRESSURE: 150 PSI
SOIL DESIGNATION: SM (SAND SILT)
LAYING CONDITIONS: 3
DEPTH OF COVER: 3 FT
SAFETY FACTOR: 1.5
CONVERSION FACTOR FOR PVC PIPE: 1.25
- THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC SOIL DESIGNATIONS, LAYING CONDITIONS, PIPE MATERIAL, ETC. FOR DIP ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.

| TYPE | MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S) | | | | | | | | | |
|-----------------------|---|----|----|-----|-----|-----|-----|-----|-----|-----|
| | PVC PIPE SIZE | | | | | | | | | |
| | 4" | 6" | 8" | 10" | 12" | 16" | 20" | 24" | 30" | 36" |
| 90° BEND | 18 | 24 | 31 | 38 | 43 | 55 | 65 | 75 | 88 | 100 |
| 45° BEND | 8 | 10 | 13 | 15 | 16 | 23 | 26 | 31 | 36 | 43 |
| 22-1/2° BEND | 4 | 5 | 6 | 8 | 9 | 11 | 13 | 15 | 18 | 20 |
| 11-1/4° BEND | 2 | 3 | 4 | 5 | 6 | 8 | 9 | 10 | 11 | 13 |
| PLUG OR BRANCH OF TEE | 38 | 50 | 65 | 79 | 90 | 117 | 139 | 163 | 194 | 223 |
| VALVE | 18 | 25 | 32 | 40 | 46 | 59 | 70 | 82 | 96 | 112 |
| REDUCER | VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER. | | | | | | | | | |

- NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
 2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
 3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
 4. ALL IN-LINE VALVES SHALL BE RESTRAINED.
 5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
 6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:
- WORKING PRESSURE: 160 PSI
SOIL DESIGNATION: SM (SAND SILT)
LAYING CONDITIONS: 3
DEPTH OF COVER: 3 FT
SAFETY FACTOR: 1.5
CONVERSION FACTOR FOR PVC PIPE: 1.25
- THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC PARAMETERS, SUCH AS SOIL DESIGNATIONS AND LAYING CONDITIONS.



- NOTES:
1. BRONZE (OR STAINLESS STEEL) IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES, EXCEPT HYDRANT VALVES.
 2. IN LIEU OF PRECAST CONCRETE PAD, A 6" THICK X 24" (ROUND OR SQUARE) PCURED CONCRETE PAD WITH TWO #4 REBAR AROUND PERIMETER MAY BE USED.

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Phone: (854) 777-5114
Fax: (854) 777-5114

Sun-Tech
Engineering, Inc.
Engineers • Planners • Surveyors

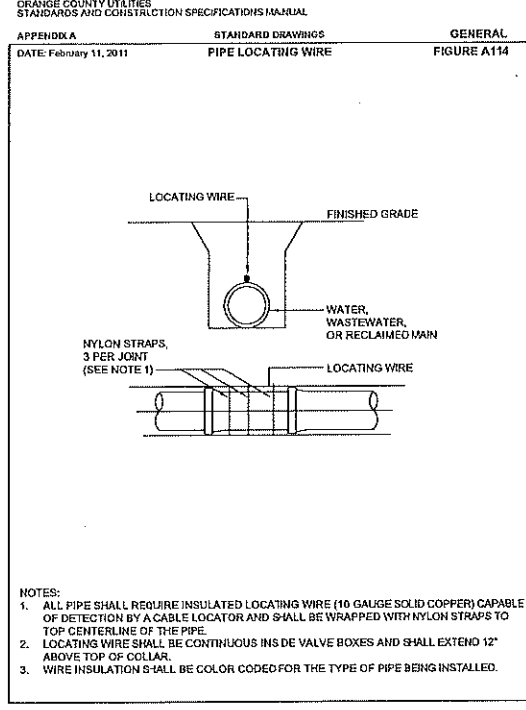
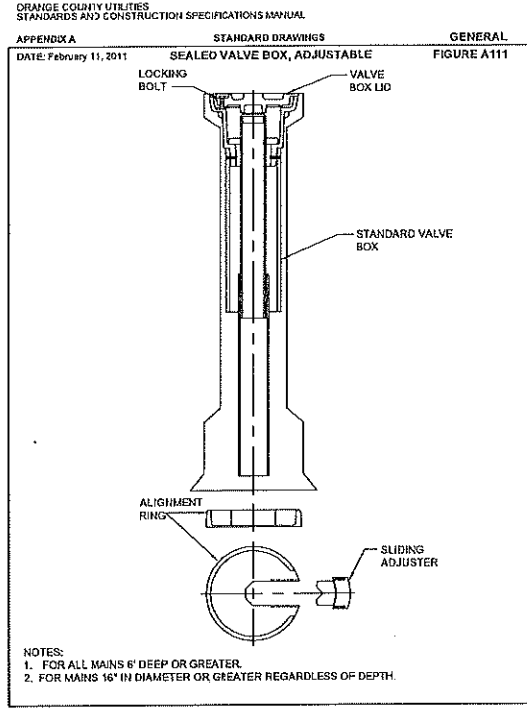
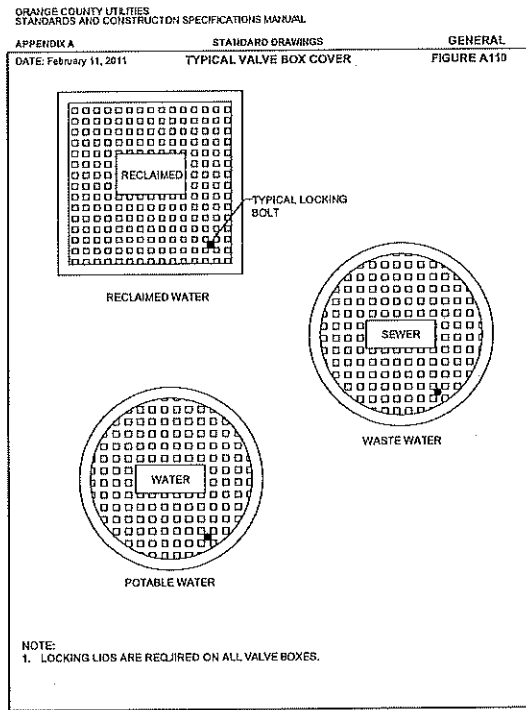
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WEKIVA RIVERWALK
SHOPPING CENTER
CITY OF APOPKA, FLORIDA
WATER & SEWER DETAILS

DATE: DEC. 2017
SCALE: N.T.S.
DESIGNED BY: M.G.
DRAWN BY: A.E.V.
JOB #: 17-3851

WILFORD R. LOUIS
LICENSE
No. 56890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: April 10, 2018
SHEET No.
WS2

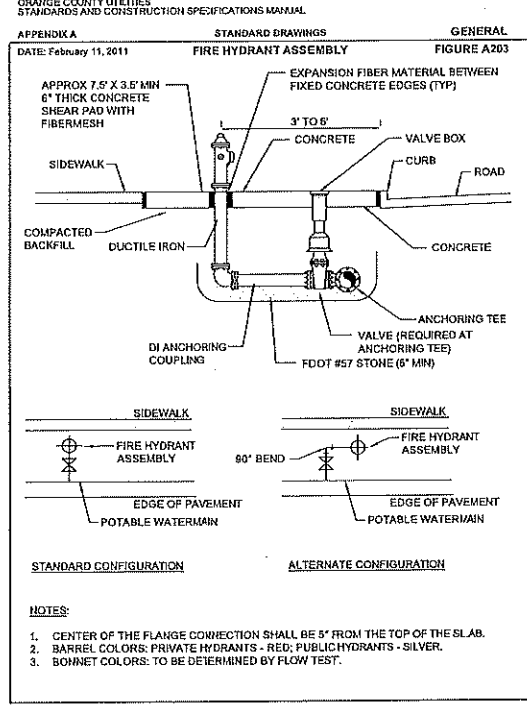
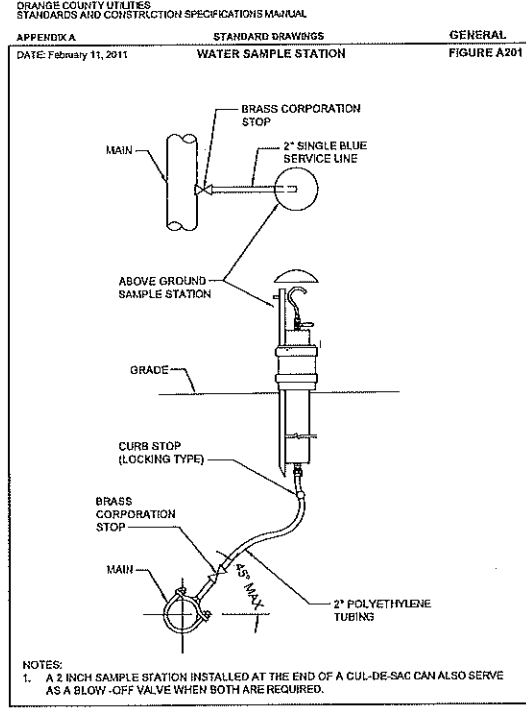
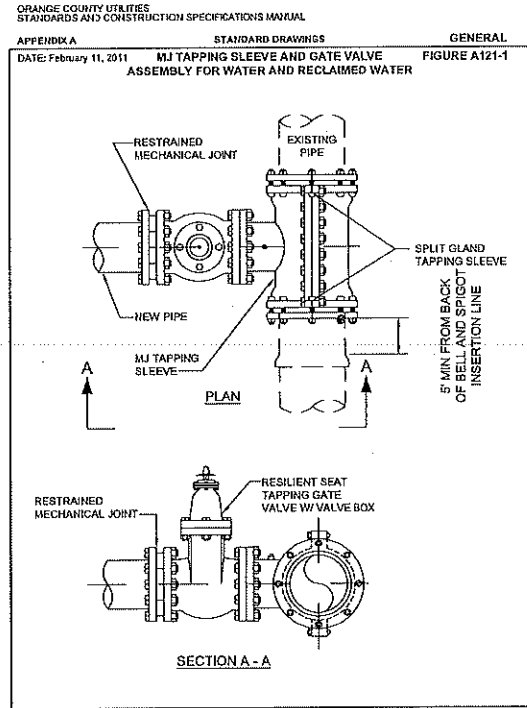
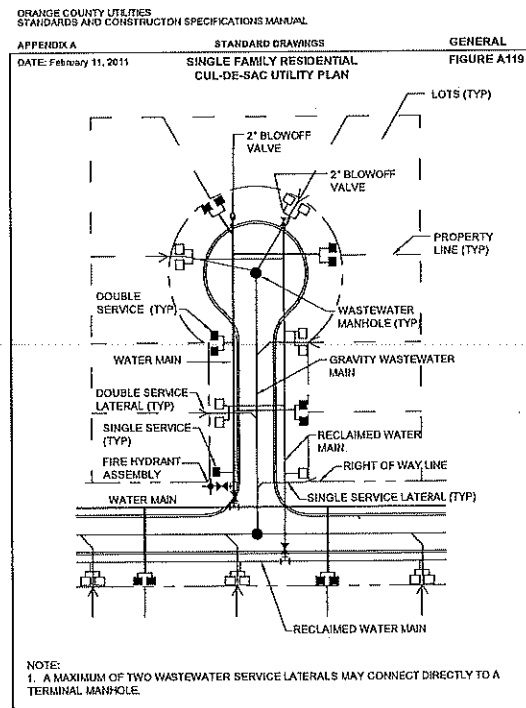


ORANGE COUNTY UTILITIES
STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL

APPENDIX A STANDARD DRAWINGS GENERAL
DATE: February 11, 2011 SEPARATION REQUIREMENTS FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS FIGURE A116

| PROPOSED UTILITY | HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS | | | | | | | |
|-----------------------------|---|---------------|-------------------|---------------|---------------------------|---------------|------------------|-------------------|
| | POTABLE WATER | | RECLAIMED WATER | | WASTEWATER (GRAVITY & FM) | | STORM SEWER | |
| | HORIZ | VERT | HORIZ | VERT | HORIZ | VERT | HORIZ | VERT |
| POTABLE WATER | 3' NOTE 1 | 12" | 12" NOTE 1 & 3 | 12" NOTE 3 | 6" NOTE 3 | 12" NOTE 1 | 3' NOTE 1 & 3 | 12' NOTE 2 & 3 |
| RECLAIMED WATER | 3' NOTE 1 & 3 | 12" NOTE 3 | 12" NOTE 1 | 12" NOTE 3 | 3' NOTE 1 | 12" | 3' NOTE 1 | 12' NOTE 2 |
| WASTEWATER (GRAVITY AND FM) | 6' NOTE 3 | 12" NOTE 3 | 12" NOTE 1 | 12" NOTE 3 | 3' NOTE 1 | 12" | 3' NOTE 1 | 12' NOTE 2 |
| RIGHT OF WAY | 3' NOTE 1 | N/A | 3' NOTE 1 | N/A | N/A | N/A | N/A | N/A |

NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTHS, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. THE 18-INCH SEPARATION REQUIREMENT APPLIES WHEN THE STORM PIPE CROSSES ABOVE THE OCCU MAIN, AND WHEN THE STORM PIPE HAS A DIAMETER EQUAL TO OR GREATER THAN 24 INCHES. OTHERWISE, THE REQUIRED SEPARATION IS 12 INCHES.
3. THIS SEPARATION REQUIREMENT COMPLIES WITH MINIMUM FDEP SEPARATION REQUIREMENTS OUTLINED IN 62-555.314, FAC. VARIANCES FROM THE FDEP REQUIREMENTS MUST COMPLY WITH 62-555.314(S), FAC AND MUST BE APPROVED INDIVIDUALLY BY BOTH FDEP AND OCU.
4. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
5. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLE OR STRUCTURE.



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Sun-Tech Engineering, Inc.
Engineers - Planners - Surveyors

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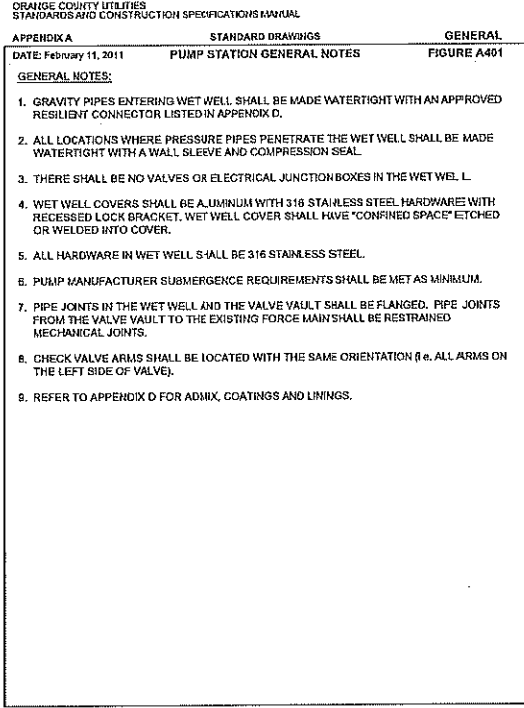
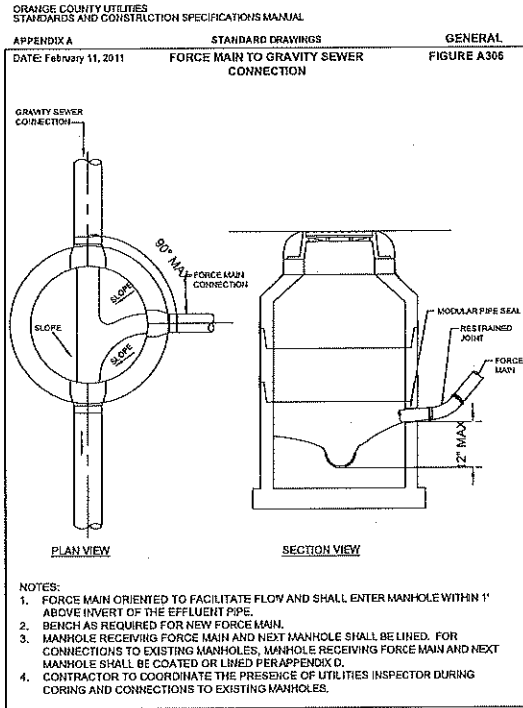
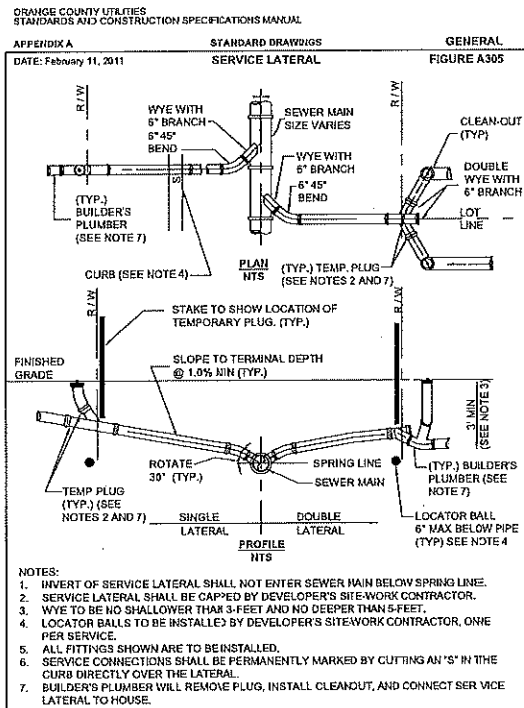
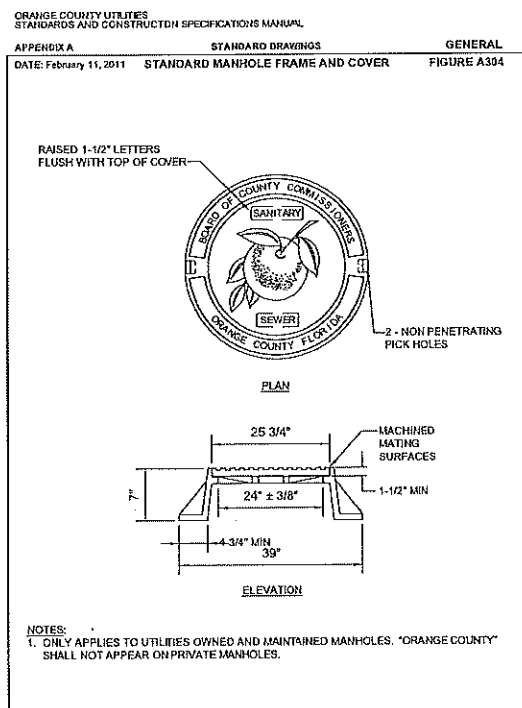
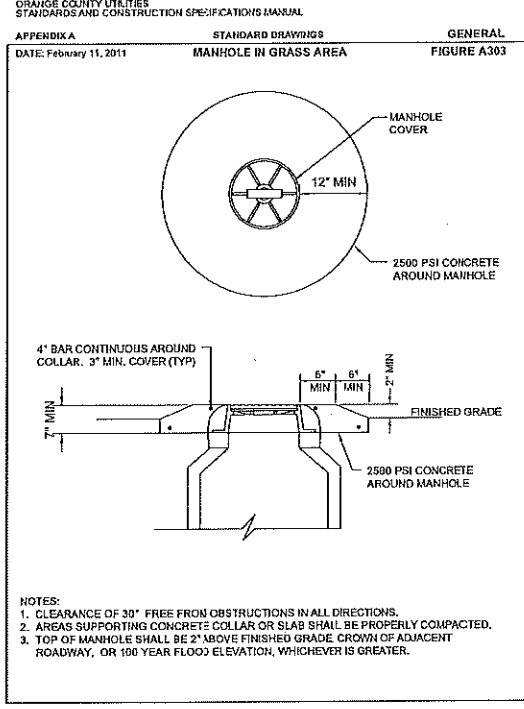
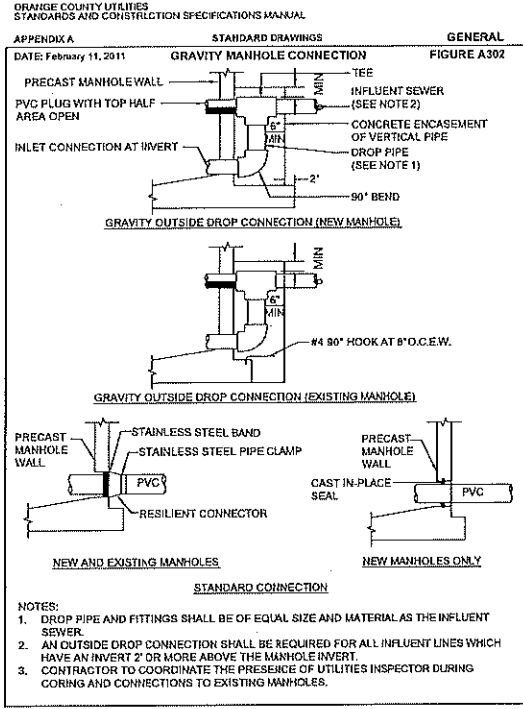
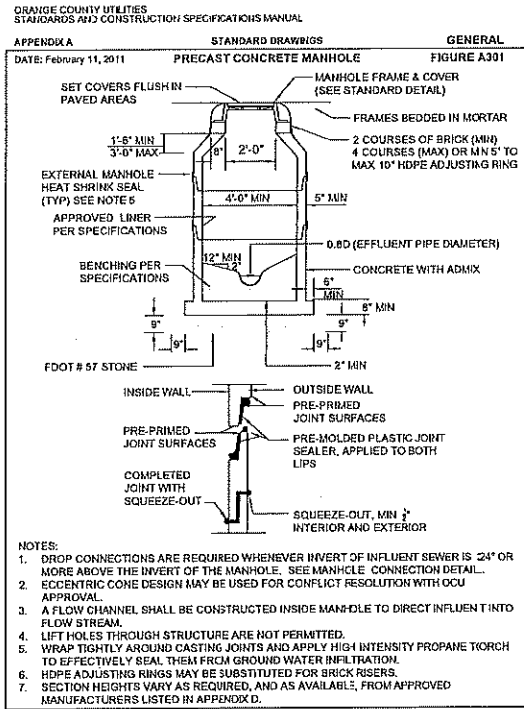
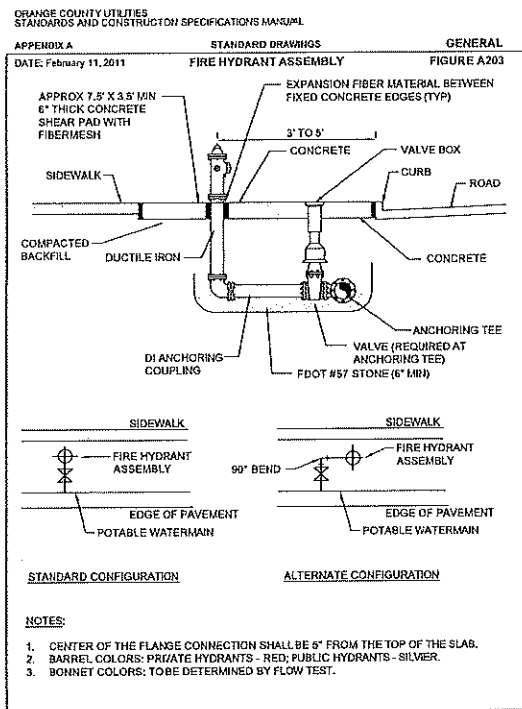
FLORIDA
WEKIVA RIVERWALK SHOPPING CENTER
CITY OF APOPKA
WATER & SEWER DETAILS

DATE: DEC. 2017
SCALE: N.T.S.
DESIGNED BY: M.G.
DRAWN BY: A.E.V.
JOB #: 17-3851

PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 56890

Date: April 10, 2018

SHEET No.
WS3



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Professional Engineer
Certificate of Auth. #7057LE 7019
Phone: (854) 777-3114
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Sun-Tech Engineering, Inc.
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| NO. | DATE | DESCRIPTION |
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FLORIDA

WEKIVA RIVERWALK
SHOPPING CENTER

WATER & SEWER DETAILS

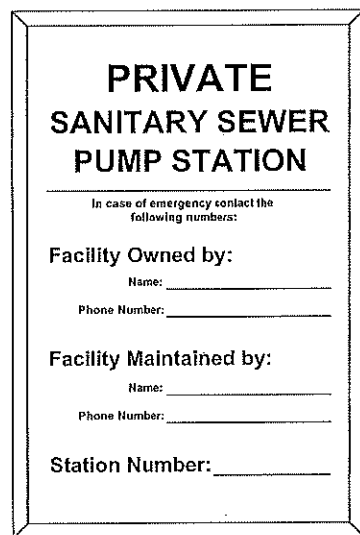
DATE: DEC. 2017
SCALE: N.T.S.
DESIGNED BY: M.G.
DRAWN BY: A.E.V.
JOB #: 17-3851

CLIFFORD R. LOUIN
LICENSE
No. 58830
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Date: April 10, 2018

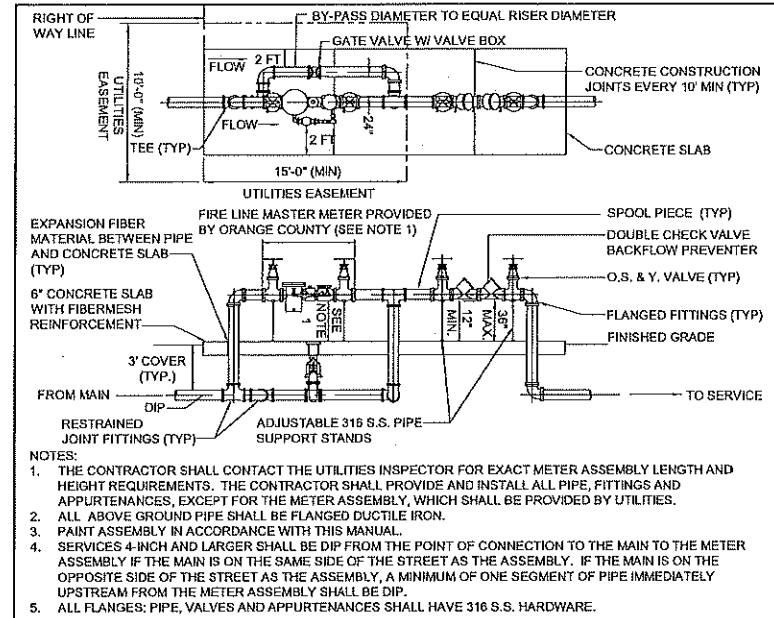
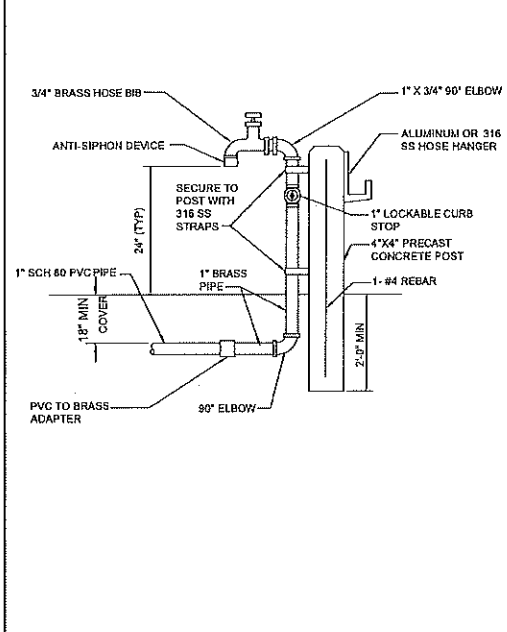
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APPENDIX A GENERAL
DATE: February 11, 2011 PRIVATE PUMP STATION SIGN FIGURE A405



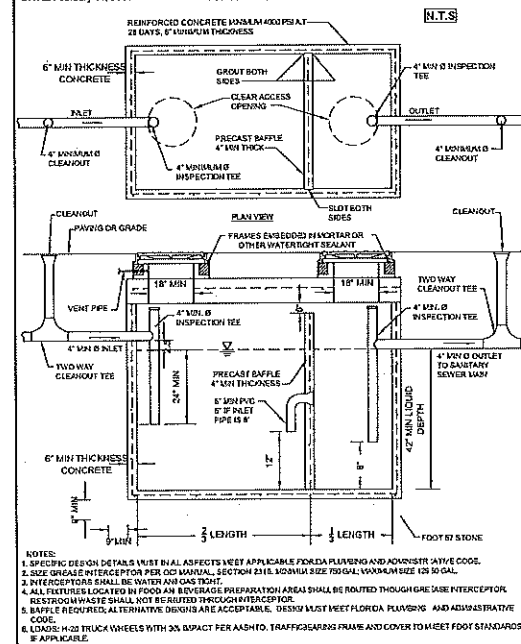
- NOTES:
1. MINIMUM SIZE OF SIGN: 12"x18".
 2. SIGN INSTALLATION IS A REQUIREMENT OF CHAPTER 37, ARTICLE XX, SECTION 37-754 OF THE ORANGE COUNTY CODE.
 3. OBTAIN STATION NUMBER FROM ORANGE COUNTY UTILITIES.
 4. SIGN SHALL BE 0.04 GAUGE ALUMINUM.

APPENDIX A STANDARD DRAWINGS GENERAL
DATE: February 11, 2011 HOSE BIBB FIGURE A408



- NOTES:
1. THE CONTRACTOR SHALL CONTACT THE UTILITIES INSPECTOR FOR EXACT METER ASSEMBLY LENGTH AND HEIGHT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL PIPE, FITTINGS AND APPURTENANCES, EXCEPT FOR THE METER ASSEMBLY, WHICH SHALL BE PROVIDED BY UTILITIES.
 2. ALL ABOVE GROUND PIPE SHALL BE FLANGED DUCTILE IRON.
 3. PAINT ASSEMBLY IN ACCORDANCE WITH THIS MANUAL.
 4. SERVICES 4-INCH AND LARGER SHALL BE DIP FROM THE POINT OF CONNECTION TO THE MAIN TO THE METER ASSEMBLY IF THE MAIN IS ON THE SAME SIDE OF THE STREET AS THE ASSEMBLY. IF THE MAIN IS ON THE OPPOSITE SIDE OF THE STREET AS THE ASSEMBLY, A MINIMUM OF ONE SEGMENT OF PIPE IMMEDIATELY UPSTREAM FROM THE METER ASSEMBLY SHALL BE DIP.
 5. ALL FLANGES: PIPE, VALVES AND APPURTENANCES SHALL HAVE 316 S.S. HARDWARE.

APPENDIX A STANDARD DRAWINGS GENERAL
DATE: February 11, 2011 GREASE INTERCEPTOR FIGURE A307-1



- NOTES:
1. SPECIFIC DESIGN DETAILS MUST IN ALL ASPECTS MEET APPLICABLE FLORIDA PLUMBING AND MECHANICAL CODE.
 2. SIZE GREASE INTERCEPTOR PER OGD MANUAL, SECTION 21.6.10. MINIMUM SIZE 750 GAL. MAXIMUM SIZE 1200 GAL.
 3. INTERCEPTOR SHALL BE WATER TIGHT.
 4. ALL FITTINGS LOCATED IN FOOD AND BEVERAGE PREPARATION AREAS SHALL BE ROUTED THROUGH GREASE INTERCEPTOR. RESTROOM WASTE SHALL NOT BE ROUTED THROUGH INTERCEPTOR.
 5. BAFFLE HEIGHTS/ALTERNATIVE DIVISIONS ARE ACCEPTABLE. DESIGN MUST MEET FLORIDA PLUMBING AND MECHANICAL CODE.
 6. LONGER 4-80 TRUCK WHEELS WITH 3% IMPACT PER ASHOTO, TRAFFIC BEARING FRAME AND COVER TO MEET FOOT STANDARDS.
 7. IF APPLICABLE.

ORANGE COUNTY UTILITIES
STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL
APPENDIX A
DATE: February 11, 2011
FIRE LINE MASTER METER ASSEMBLY
STANDARD DRAWINGS
GENERAL
FIGURE A404

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| REVISIONS | |
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| NO. | DESCRIPTION |
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WEKIVA RIVERWALK
SHOPPING CENTER
CITY OF APOPKA, FLORIDA

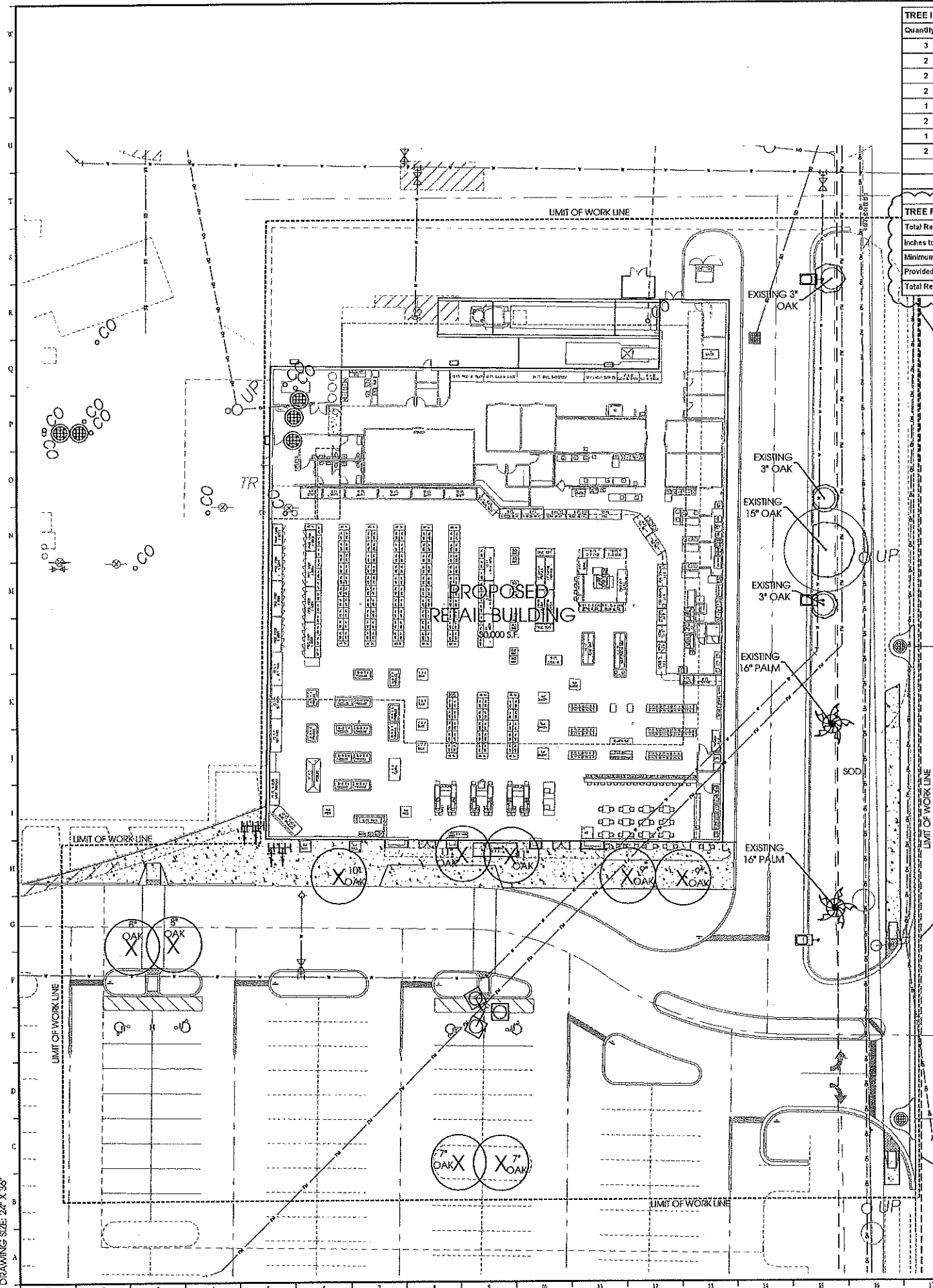
WATER & SEWER DETAILS

DATE: DEC. 2017
SCALE: N.T.S.
DESIGNED BY: M.G.
DRAWN BY: A.E.V.
JOB #: 17-3851



Date: April 10, 2018
SHEET No.
WS5

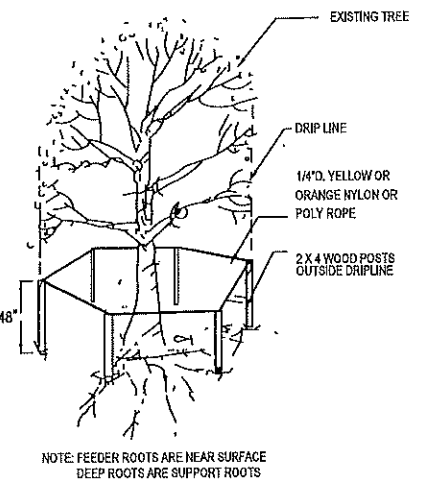
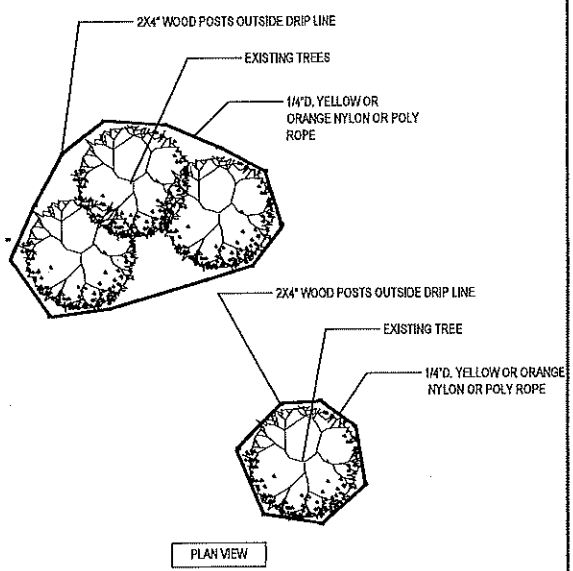
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 PRINT DATE: 2-Feb-18
 DRAWING SIZE: 24" X 36"



| Quantity | BOTANICAL NAME | COMMON NAME | DBH (IN) | (TOTAL IN) | HEIGHT (FT) | DISPOSITION |
|----------|---------------------|-------------------------|-------------------------------------|------------|-------------|-----------------|
| 3 | Quercus virginiana | Live Oak | 3 | 9 | 12 | To remain |
| 2 | Quercus virginiana | Live Oak | 7 | 14 | 20 | To be removed |
| 2 | Quercus virginiana | Live Oak | 8 | 16 | 23 | To be removed |
| 2 | Quercus virginiana | Live Oak | 9 | 18 | 28 | To be removed |
| 1 | Quercus virginiana | Live Oak | 10 | 10 | 23 | To be removed |
| 2 | Quercus virginiana | Live Oak | 11 | 22 | 25 | To be removed |
| 1 | Quercus virginiana | Live Oak | 15 | 15 | 50 | To remain |
| 2 | Phoenix canariensis | Canary Island Date Palm | 16 | 30 | 30 | To be relocated |
| | | | Total DBH (IN) | 134 | | |
| | | | Total DBH (IN) to be removed | 80 | | |

TREE REPLACEMENT REQUIREMENT
 Total Replacement required: One (1) Inch DBH for Each One (1) Inch DBH Removed
 Inches to be Removed= 80" DBH
 Minimum size of a replacement tree: 3" DBH, 8' Height at time of planting.
 Provided = 12 Live Oaks (6" DBH, 18'-20' Height) & 2 Live Oaks (4" DBH, 14'-16' Height) at time of planting.
 Total Replacement Provided: 80" DBH

NOTES:
 1. THE EXISTING TREES SHOWN ON PLAN ARE ESTIMATED IN SIZE AND LOCATION BASED ON A PHOTOGRAPHY.
 2. EXISTING TREES SHALL BE MAINTAINED TO THE GREATEST EXTENT POSSIBLE AND PROTECTED DURING CONSTRUCTION PER THE CITY'S DEVELOPMENT DESIGN GUIDELINES SECTION 4.5.

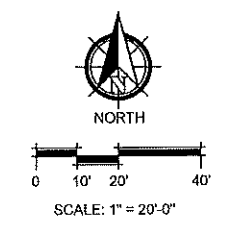


NOTE: FEEDER ROOTS ARE NEAR SURFACE
 DEEP ROOTS ARE SUPPORT ROOTS

1 TREE PROTECTIVE BARRIER DETAIL
 148

LEGEND:

- (X) TREE TO BE REMOVED
- (O) TREE TO REMAIN
- (O with star) TREE / PALM TO BE RELOCATED
- (O with number) TREE LOCATION
- (O with number) TREE SIZE DBH
- (O with number) TYPE OF TREE
- TREE PROTECTIVE BARRIER



Designed By:

P.O. BOX 56292 ORLANDO, FLORIDA 32854
 WWW.INNOVATIONSDESIGN.COM 407-440-3574

Owner:
 Woolbright Wekiva, LLC
 3200 N Military Trail
 Boca Raton, FL 33431

WEKIVA RIVERWALK
 CITY OF APOPKA, FLORIDA
TREE REMOVAL PLAN

| Rev. | Date: | Description: | By: |
|------|------------|-------------------|-------|
| 1 | 01/31/2018 | PER CITY COMMENTS | RR,GD |
| 2 | 02/01/2018 | BASE CHANGE | RR,GD |
| | | | |
| | | | |
| | | | |

Date: 01/09/2018 Scale: AS SHOWN
 Drawn By: GPD/MM Designed By: MM
 Approved By: MM Project No: 17054
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Seal: Sheet Number:
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LANDSCAPE INSTALLATION NOTES:

1. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND BASE INFORMATION PRIOR TO INITIATING PLANTING INSTALLATION. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS.
2. CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 48 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND ALL OTHER OBSTRUCTIONS AND COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS.
3. CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH EXISTING SITE CONDITIONS PRIOR TO INITIATING PLANTING. ALL EXISTING SITE FURNISHINGS, PAVING, LANDSCAPE AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
4. UNLESS OTHERWISE NOTED, THE LIMITS OF CONSTRUCTION ARE THE CLEARING LIMITS NOTED ON THE DRAWINGS. (REFER TO CIVIL ENGINEERING DRAWINGS.)
5. REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
6. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
7. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE EXISTING GROUND COVER FOR ALL PLANTING BEDS AS SPECIFIED PRIOR TO PLANTING INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING LAWN AREAS DAMAGED WHILE COMPLETING PLANTING INSTALLATION WITH THE SAME GRASS SPECIES TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
8. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS. PRIOR TO COMMENCEMENT OF THE LANDSCAPE PLANTING WORK, THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST TWO ON-SITE AREAS.
9. ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH THE "AMERICAN STANDARDS FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN (AAN) AND THE PROJECT MANUAL AND SPECIFICATIONS. PLANT MATERIALS SHALL EXCEED IN SOME INSTANCES SOME SPECIFICATIONS IF NECESSARY TO MEET THE MINIMUM REQUIREMENTS OF OTHERS.
10. ALL TREES SHALL HAVE SIX FEET (6') CLEAR TRUNK UNLESS OTHERWISE SPECIFIED.
11. ALL CONTAINER SIZES NOTED ON PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY TO CONFORM TO PLANT SIZE AND SPECIFICATIONS.
12. ALL TREE CALIPER SIZES NOTED ON PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY TO CONFORM TO PLANT SIZE AND SPECIFICATIONS.
13. ANY TREES WITH A TRUNK FORMED "V" SHAPE CROTCH WILL BE REJECTED.
14. EROSION CONTROL FABRIC SHALL BE INSTALLED IN ALL SHRUB AND GROUND COVER PLANTING AREAS AS PER SPECIFICATIONS FOR ALL SLOPES THAT EXCEED 3:1. SEE GRADING PLANS FOR LOCATION OF SLOPES GREATER THAN 3:1.
15. TYPICALLY, SHRUB AND GROUND COVER PLANTINGS ARE SHOWN AS MASS PLANTING BEDS. PLANTS SHALL BE PLACED ON A TRIANGULAR SPACING CONFIGURATION (STAGGERED SPACING). PLANT CENTER TO CENTER DIMENSIONS (O.C.) ARE LISTED UNDER "COMMENTS" ON THE PLANT LIST.

16. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
17. LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
18. CONTRACTOR SHALL MULCH ALL NEW PLANT MATERIAL THROUGHOUT AND COMPLETELY TO DEPTH SPECIFIED.
19. ANY SUBSTITUTIONS IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
20. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PROJECT MANUAL AND SPECIFICATIONS FOR FURTHER AND COMPLETE LANDSCAPE PLANTING INSTRUCTIONS.
21. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION WORK. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED BY OWNER'S REPRESENTATIVE TO SUPPLEMENT IRRIGATION WATERING AND RAINFALL. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION.
22. LANDSCAPE CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
23. LANDSCAPE CONTRACTOR SHALL REGRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION WORK. LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION.

| PLANT LIST | | | | | | | |
|---------------------|------------|------------------------------------|-----------------------|----------|-----------------------|--------|-------------------|
| KEY | QTY | BOTANICAL NAME | COMMON NAME | Spacing | SIZE/ SPECIFICATION | NATIVE | DROUGHT TOLERANCE |
| CANOPY TREES | | | | | | | |
| QV | 12 | Quercus virginiana | Live Oak | AS SHOWN | 6" CAL 18'-20' HT. | YES | YES |
| QV1 | 2 | Quercus virginiana | Live Oak | AS SHOWN | 4" CAL 14'-16' HT. | YES | YES |
| PALMS | | | | | | | |
| LC | 3 | Livistona chinensis | Chinese Fan Palm | AS SHOWN | 14' CT. .F.G. | NO | YES |
| SHRUBS | | | | | | | |
| MC | 460 | Muhlenbergia capillaris | Pink Muhly Grass | 30" O.C. | 3 Gal. 18-24" HT Full | YES | YES |
| TD | 32 | Tripsacum dactyloides | Fakahatchee Grass | 30" O.C. | 3 Gal. 18-24" HT Full | YES | YES |
| VO | 103 | Viburnum obovatum | Walter's Viburnum | 36" O.C. | 7 Gal. 36" HT | YES | YES |
| GROUND COVER | | | | | | | |
| TAM | 879 | Trachelospermum asiaticum 'Minima' | Dwarf Asiatic Jasmine | 18" O.C. | 1 Gal. Full Pot | NO | YES |
| SOD | | | | | | | |
| SOD | 5,803 S.F. | Paspalum notum | Bahia Turf | | Sod | YES | YES |

*A LAYER OF HARDWOOD MULCH, INSTALLED TO A MINIMUM DEPTH OF TWO (2) INCHES, IN PLANT BEDS AND AROUND INDIVIDUAL TREES IN TURF GRASS AREAS. MULCH SHALL NOT BE REQUIRED IN ANNUAL BEDS. *CYPRESS MULCH SHALL NOT BE USED*

- NOTES:
1. LANDSCAPING AND IRRIGATION PLANS SHALL BE IN COMPLIANCE WITH WATER WISE ORDINANCE 2069
 2. ALL EQUIPMENT (INCLUDING ROOF TOP) AND UTILITY BOXES MUST BE FULLY SCREENED (INCLUDING THE BACK OF THE BUILDINGS)
 3. TREES MUST BE MEASURED AT DIAMETER AT BREAST HEIGHT (D.B.H.)

Designed By:



INNOVATIONS
DESIGN GROUP


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WWW.INNOVATIONS-DESIGN.COM 407-450-3574

Owner:
Woolbright Welkvo, LLC
3200 N Military Trail
Boca Raton, FL 33431

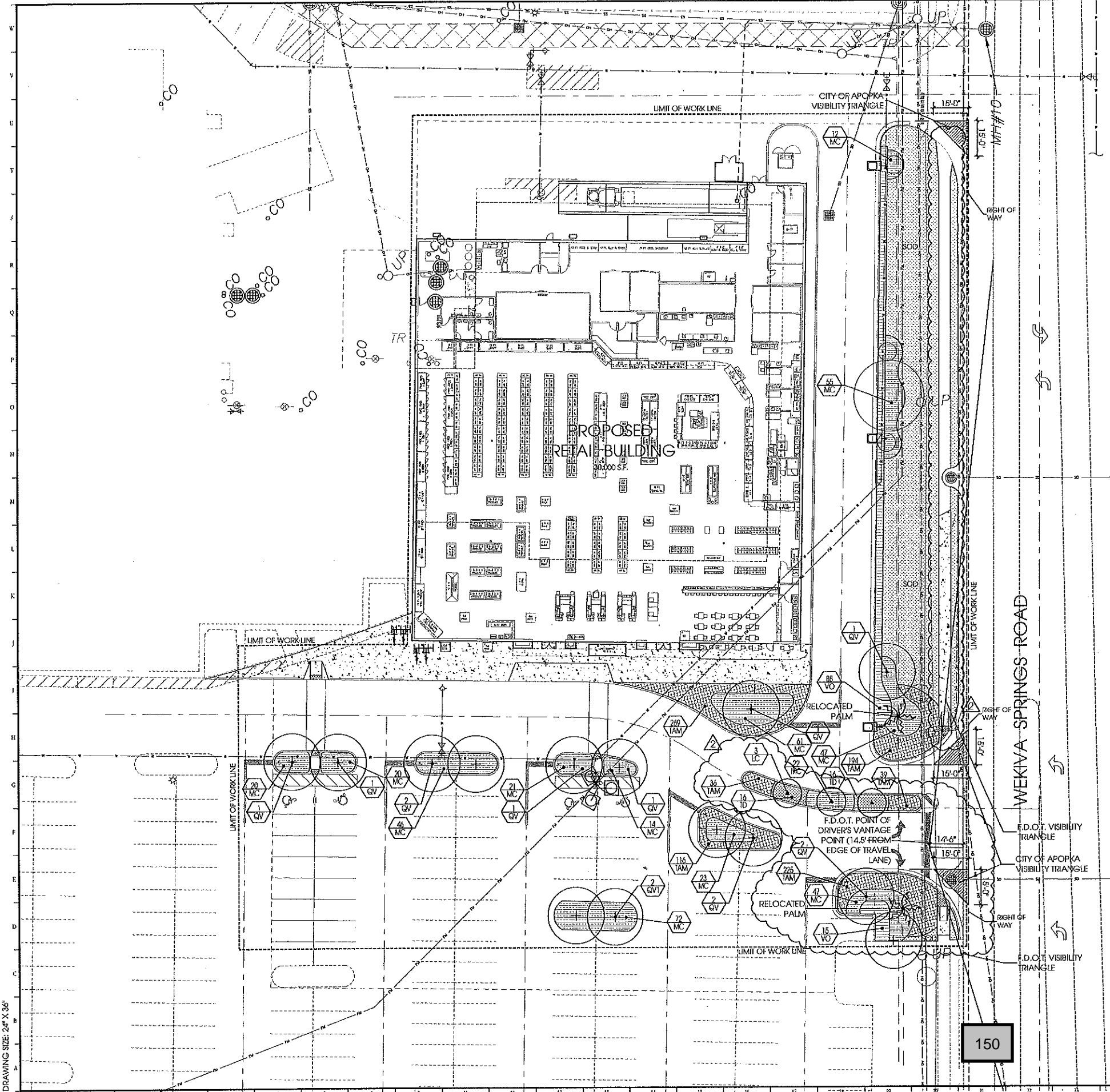
WEKIVA RIVERWALK
CITY OF APOPKA, FLORIDA
GENERAL LANDSCAPE NOTES

| Rev: | Date: | Description: | By: |
|------|------------|-------------------|-------|
| ▲ | 01/31/2018 | PER CITY COMMENTS | RR,GD |
| ▲ | 02/01/2018 | BASE CHANGE | RR,GD |
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Date: 01/09/2018 Scale: AS SHOWN
Drawn By: GPD/MM Designed By: MM
Approved By: MM Project No: 17054
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Seal:  Sheet Number:
GN-00

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 PRINT DATE: 2-Feb-18
 DRAWING SIZE: 24" X 36"



| PLANT LIST | |
|--------------|-----------------------|
| KEY | COMMON NAME |
| CANOPY TREES | |
| QV | Live Oak (6" Cal.) |
| QV1 | Live Oak (4" Cal.) |
| PALMS | |
| LC | Livistona Chinensis |
| SHRUBS | |
| MC | Pink Muhly Grass |
| TD | Fakahalchee Grass |
| VO | Walter's Viburnum |
| GROUND COVER | |
| TAM | Dwarf Asiatic Jasmine |
| SOD | Bahia Turf |

Designed By:

INNOVATIONS
DESIGN GROUP

P.O. BOX 54293 ■ ORLANDO ■ FLORIDA ■ 32854
 WWW.INNOVATIONSDESIGN.COM ■ 407-416-3574

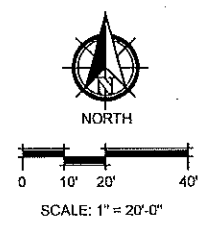
Owner:
 Woolbright Wekiva, LLC
 3200 N Military Trail
 Boca Raton, FL 33431

WEKIVA RIVERWALK
 CITY OF APOPKA, FLORIDA
PERMIT LANDSCAPE PLAN

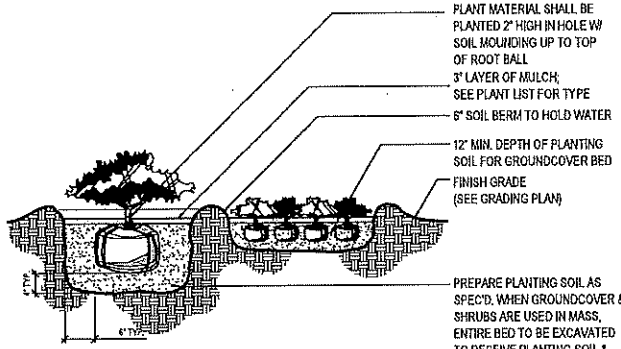
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|------|------------|-------------------|-------|
| ▲ | 01/31/2018 | PER CITY COMMENTS | RR,GD |
| ▲ | 02/01/2018 | BASE CHANGE | RR,GD |
| ▲ | | | |
| ▲ | | | |
| ▲ | | | |

Date: 01/09/2018 Scale: AS SHOWN
 Drawn By: GFD/MM Designed By: MM
 Approved By: MM Project No: 17054
 ©Innovations Design Group, Inc.

Sect: Sheet Number:
LS-01

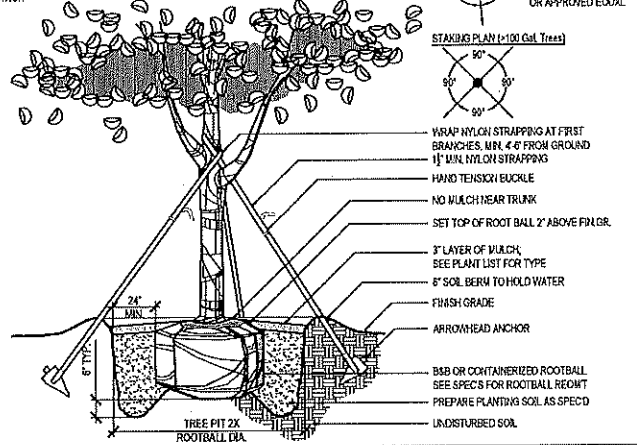


NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS/BEDS PRIOR TO INSTALLATION



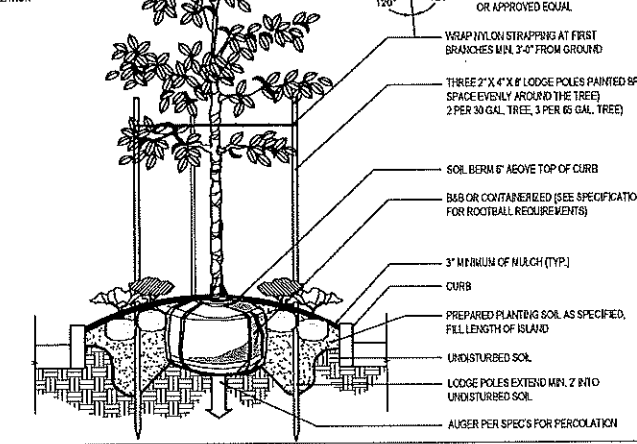
1 Shrub & Groundcover Planting
Scale: N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION



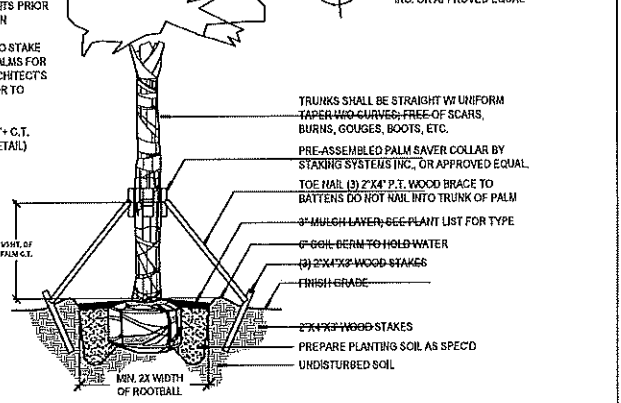
4 Tree Planting (65-100 Gal.)
Scale: N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION



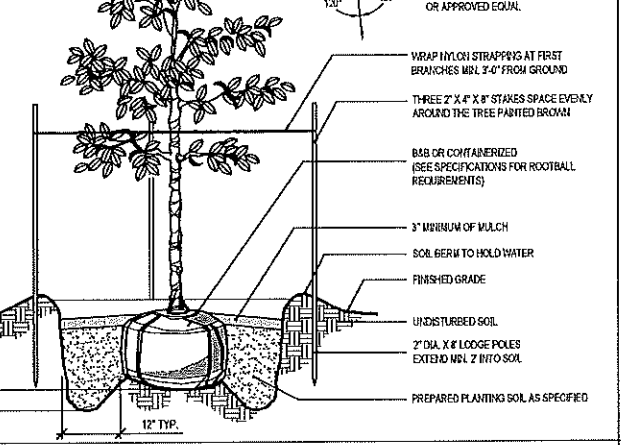
7 Curbed Island Plantings
Scale: N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION



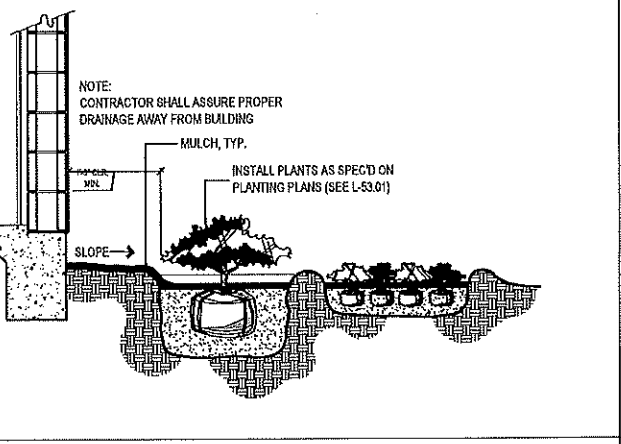
2 Sabal Palm Planting
Scale: N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION



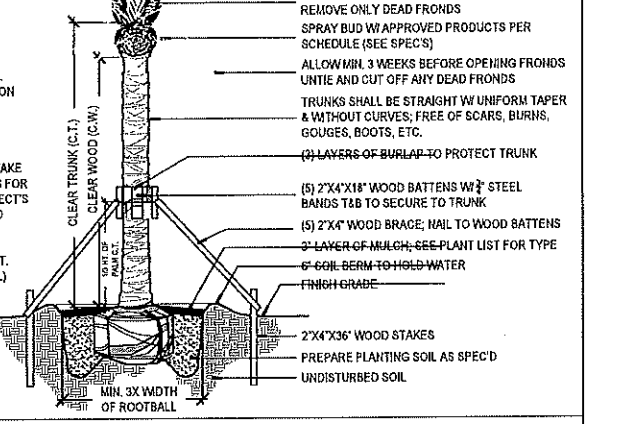
5 Tree Planting (15-45 Gal.)
Scale: N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PROPER DRAINAGE AWAY FROM BUILDINGS



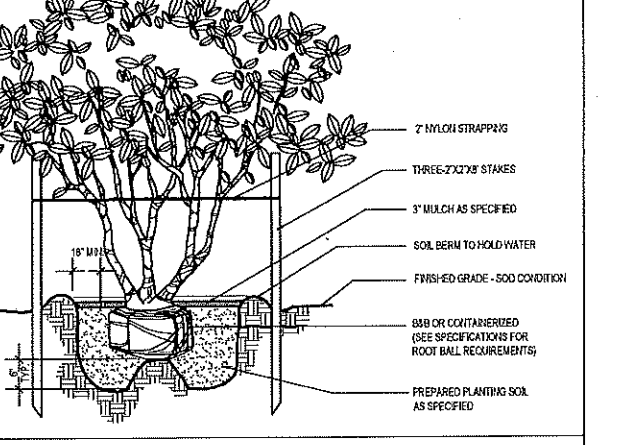
8 Foundation Planting
Scale: N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION



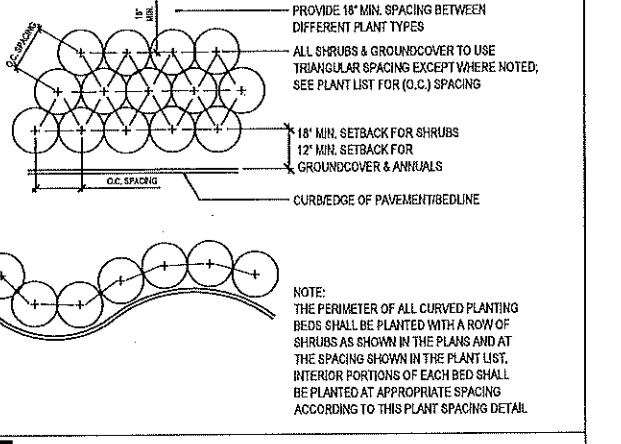
3 Phoenix Palm Planting
Scale: N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION



6 Multi-Trunk Tree Planting
Scale: N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PROPER DRAINAGE AWAY FROM BUILDINGS



9 151 and Groundcover Spacing
Scale: N.T.S.

Designed By:

INNOVATIONS DESIGN GROUP

P.O. BOX 540992 | ORLANDO | FLORIDA | 32854
WWW.INNOVATIONSDESIGN.COM | 407-440-3574

Owner:
Woolbright Wekiva, LLC
3200 N Military Trail
Boca Raton, FL 33431

WEKIVA RIVERWALK
CITY OF APOPKA, FLORIDA
LANDSCAPE DETAILS

| Rev. | Date: | Description: | By: |
|------|------------|-------------------|-------|
| 1 | 01/31/2018 | PER CITY COMMENTS | RR,GD |
| 2 | 02/01/2018 | BASE CHANGE | RR,GD |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

Date: 01/09/2018 Scale: AS SHOWN
Drawn By: GPD/MM Designed By: MM
Approved By: MM Project No: 17054
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Seal:

Sheet Number:
LSD-01

FILE: Z:\4 Studio\Projects\2017\17054-Wekiva Riverwalk\2 Autocad\5 Permit\Sheets\17054-Code Landscape.dwg
 PRINT DATE: 2-Feb-18
 DRAWING SIZE: 24" X 36"

HUNTER SPRAY IRRIGATION

| SYB | KEY | PATTERN | GPM | SPECIFICATIONS | NOZZLE |
|-----|-------------|--|---------------------|--|-------------------------|
| ○ | A B C | 15' FULL 15' HALF 15' QUARTER | 3.75 1.86 .97 | PROS-12-PRS30-CV-R-15F PROS-12-PRS30-CV-R-15H PROS-12-PRS30-CV-R-15Q | 15A |
| ● | D E F | 12' FULL 12' HALF 12' QUARTER | 2.7 1.3 .67 | PROS-12-PRS30-CV-R-F PROS-12-PRS30-CV-R-H PROS-12-PRS30-CV-R-Q | 12A |
| ⊙ | G H I | 10' FULL 10' HALF 10' QUARTER | 1.59 .88 .42 | PROS-12-PRS30-CV-R-F PROS-12-PRS30-CV-R-H PROS-12-PRS30-CV-R-Q | 10A |
| ⊗ | J K L | 8' FULL 8' HALF 8' QUARTER | .97 .47 .24 | PROS-12-PRS30-CV-R-F PROS-12-PRS30-CV-R-H PROS-12-PRS30-CV-R-Q | 8A |
| ⊕ | M N O | 5' FULL 5' HALF 5' QUARTER | .47 .23 .12 | PROS-12-PRS30-CV-R-F PROS-12-PRS30-CV-R-H PROS-12-PRS30-CV-R-Q | 5A |
| ■ | P Q R | 5'X30' SIDE 5'X30' CENTER 5'X15' END | 1.3 1.3 .65 | PROS-12-PRS30-CV-R-SS530 PROS-12-PRS30-CV-R-CS530 PROS-12-PRS30-CV-R-EC515 | SS530 CS530 EC515 |
| □ | S | 9'X18' SIDE | 1.72 | PROS-12-PRS30-CV-R-SS918 | SS918 |
| ⊖ | T | BUBBLER | .5 | PCN50 ON FLEX PIPE | PCN50 |

HUNTER ROTOR AND MATCHED ROTATORS IRRIGATION

| SYB | KEY | PATTERN | GPM | SPECIFICATIONS |
|-----|-----|-----------------|------|-----------------------------|
| △ | AR | 44' FULL | 8.0 | PGP-04-CV-R-8 |
| △ | BR | 40' HALF | 4.0 | PGP-04-CV-R-4 |
| △ | CR | 34' QUARTER | 2.0 | PGP-04-CV-R-2 |
| ▲ | DR | 25' FULL | 3.0 | PGP-04-CV-R-3.0SR |
| ▲ | ER | 25' HALF | 1.5 | PGP-04-CV-R-1.5SR |
| ▲ | FR | 25' QUARTER | .75 | PGP-04-CV-R-.75SR |
| ⊙ | GR | 15'-20' FULL | 1.47 | PROS-12-PRS40-CV-R-MP2RED |
| ⊙ | HR | 15'-20' HALF | .74 | PROS-12-PRS40-CV-R-MP2BLACK |
| ⊙ | IR | 15'-20' QUARTER | .4 | PROS-12-PRS40-CV-R-MP2BLACK |
| ⊙ | JR | 8'-13' FULL | .75 | PROS-12-PRS40-CV-R-MPIOLIVE |
| ⊙ | KR | 8'-13' HALF | .37 | PROS-12-PRS40-CV-R-MPIRED |
| ⊙ | LR | 8'-13' QUARTER | .19 | PROS-12-PRS40-CV-R-MPIRED |
| ⊙ | MR | 5'-30' SIDE | .44 | PROS-12-PRS40-CV-R-MPSS550 |
| ⊙ | NR | 5'-15' END | .22 | PROS-12-PRS40-CV-R-MPLCS515 |
| ⊖ | OR | BUBBLER | .25 | PCN25 ON FLEX PIPE |

MISCELLANEOUS IRRIGATION ITEMS

| | | |
|------|------------|--|
| ⊖ | CONTROLLER | EXISTING CONTROLLER WITH RFC RAIN & FREEZE SENSOR |
| M | METER | EXISTING METER |
| ⊖ | VALVE | ICV-151G-FS-R-AS-30 'SIZE ACCORDINGLY, TO EXISTING VALVES' |
| --- | MAINLINE | EXISTING MAINLINE |
| ---- | SLEEVE | SCH40 PVC SLEEVE 2 TIMES SIZE OF PIPE |

GENERAL NOTES-
 -ALL IRRIGATION HEADS WITHIN SHRUBS SHALL NOT BE ON RISERS. USE POP-UPS ONLY.
 -SPRAYS WITHIN BEDS SHALL BE 12" POP-UPS.
 -SPRAYS IN LAWN LAWN AREAS SHALL BE 6" POP-UPS.
 -ADJUST HEADS TO AVOID OVER SPRAY.
 -USE PURPLE HEADS, PIPES, & VALVES ONLY.
 -FIELD ADJUST IRRIGATION PLAN TO ACCOMMODATE SITE CHANGES.
 -VELOCITY SHALL NOT EXCEED 5' PER SEC. IN ALL PIPELINES
 -ALL POTS SHALL BE IRRIGATED WITH DRIP BUBBLER AND ATTACHED TO LAND IRRIGATION ZONE
 -THE IRRIGATION CONTRACTOR MUST COORDINATE WITH THE LANDSCAPE ARCHITECT BEFORE ANY INSTALLATION IS PERFORMED.

NOTES TO CONTRACTOR:

TO BE PROVIDED BEFORE CITY'S INSPECTION:

- ALL PROPOSED IRRIGATION MUST BE ZONE PER PLANT OR TURF REQUIREMENTS. (TURF AND PLANT BEDS SHALL BE SEPARATED)
- ALL PROPOSED SPRAY HEADS SHALL HAVE LOW EMITTING NOZZLES. (SEE IRRIGATION TABLE)
- ALL OF THE EXISTING AND PROPOSED IRRIGATION THAT RUN OFF OF THE EXISTING CONTROLLER SHALL BE INSPECTED AND WATERED PER ZONE DEMAND.
- A TABLE SHALL BE PROVIDED WITHIN THE CONTROLLER THAT SHOWS EACH ZONES RUN TIMES.
- PLEASE ABIDE BY THE 'FLORIDA FRIENDLY' IRRIGATION GUIDELINE.

IRRIGATION INSTALLATION GENERAL NOTES
 SECTION 02810
 PART ONE - GENERAL

1.0 SUMMARY

- All portions of Division I - General Requirements are included with this section.
- Furnish all transportation, materials, labor, equipment, and services to complete all work shown on the drawings and as specified.

1.1 RELATED SECTIONS: section 02900 landscape planting

1.2 TOLERANCE

- Install sprinkler heads where indicated by symbol.
- Drawings are schematic. Adjust pipe and locations to conform to site conditions and to avoid obstructions. Conceal components behind walls of shrubbery where possible. Verify questionable locations before installation.

1.3 SUBMITTAL

- Submit two bound folders containing:
 - Written operating instructions for all components.
 - Complete parts list and manufacturer's data.
 - Copy of well completion report.
 - Written maintenance instructions.
- Provide 2 sets as-built record drawings with the following items dimensioned to the nearest foot:
 - Sprinkler main lines
 - Water source
 - Control valves
 - Gate valve
 - Electric control wire path (Red-line prints).

1.4 COORDINATE WORK WITH OWNER AND OTHER TRADES

- Licensed electrician will install/provide power to the controller, pump, or fountain if utilized on project.

1.5 QUALITY ASSURANCE

- Contractor is expected to participate in preconstruction meeting with Owner and landscape architect to coordinate schedule, clarify questions, and discuss acceptable performance criteria for payment.
- Contractor is expected to participate in contract closeout meeting with Owner and landscape architect to verify proper completion of the work, establish 'Date of Substantial Completion', and advise Owner as to system operation.

1.6 WARRANTIES

- Contractor will be fully responsible for system operation until Date of Substantial Completion.
- Contractor is fully responsible for all parts and workmanship for one year after Date of Substantial Completion of each specific phase or portion of the project.
- See to the fulfillment of all manufacturer's warranties.

PART TWO - PRODUCTS

2.0 MATERIALS

Backfill shall be free from stone, trash, or other debris.

2.1 MANUFACTURED UNITS

- Automatic electro-mechanical controller fully installed and operating.
- Electric valve installed in valve box.
- Valve box with lid manufactured by 'Amtek' or 'Brooks'.
- Connection for control wires manufactured by 'Pentite' or '3M' installed as per manufacturer's directions, and above grade in valve boxes.
- Gate valves shall be brass and installed in valve box.
- Automatic drain valves shall be installed in 1 cubic foot gravel.

2.2 COMPONENTS

- Control wire shall be direct burial # 14, type UF. Tape to underside of main every 10 feet. Install spare ground, wire + 5 extra wires.
- Main line shall be class 200 PVC (ANSI/ASTM D2241).
- Lateral lines shall be class 160 PVC minimum (ANSI/ASTM D2241).
- Sleeve at all road and drive crossings shall be class 200 PVC.
- All pipe, connectors and misc. fittings for the meter and check valve assembly will be galvanized.
- All electrical work will conform to year construction N.E.C.

PART THREE - EXECUTION

3.0 EXAMINATION

Examine surfaces to which work will be applied and immediately notify landscape architect in writing if site is not in proper condition for Contractor to perform his duties under the terms of this contract.

3.1 PROTECTION

- Locate identify, and mark all known utilities in area of the work. Take reasonable care to avoid damages or hazards.
- Damage caused by Contractor's work will be repaired to Owner's satisfaction at Contractor's expense.
- Document any damage to work caused by other trades. Immediately bring costs to Owner's attention and quickly repair at Owner's expense, as directed.

END OF SECTION

152

Designed By:



INNOVATIONS DESIGN GROUP

P.O. BOX 542092 ORLANDO FLORIDA 32854
 WWW.INNOVATIONS-DESIGN.COM 407-440-3574

Owner:

Woolbright Wekiva, LLC
 3200 N Military Trail
 Boca Raton, FL 33431

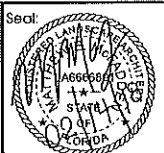
WEKIVA RIVERWALK

CITY OF APOKA, FLORIDA

IRRIGATION NOTES

| Rev. | Date | Description | By |
|------|------------|-------------------|-------|
| 1 | 01/31/2018 | PER CITY COMMENTS | RR,GD |
| 2 | 02/01/2018 | BASE CHANGE | RR,GD |
| 3 | 02/14/2018 | PER CITY COMMENTS | RR,GD |

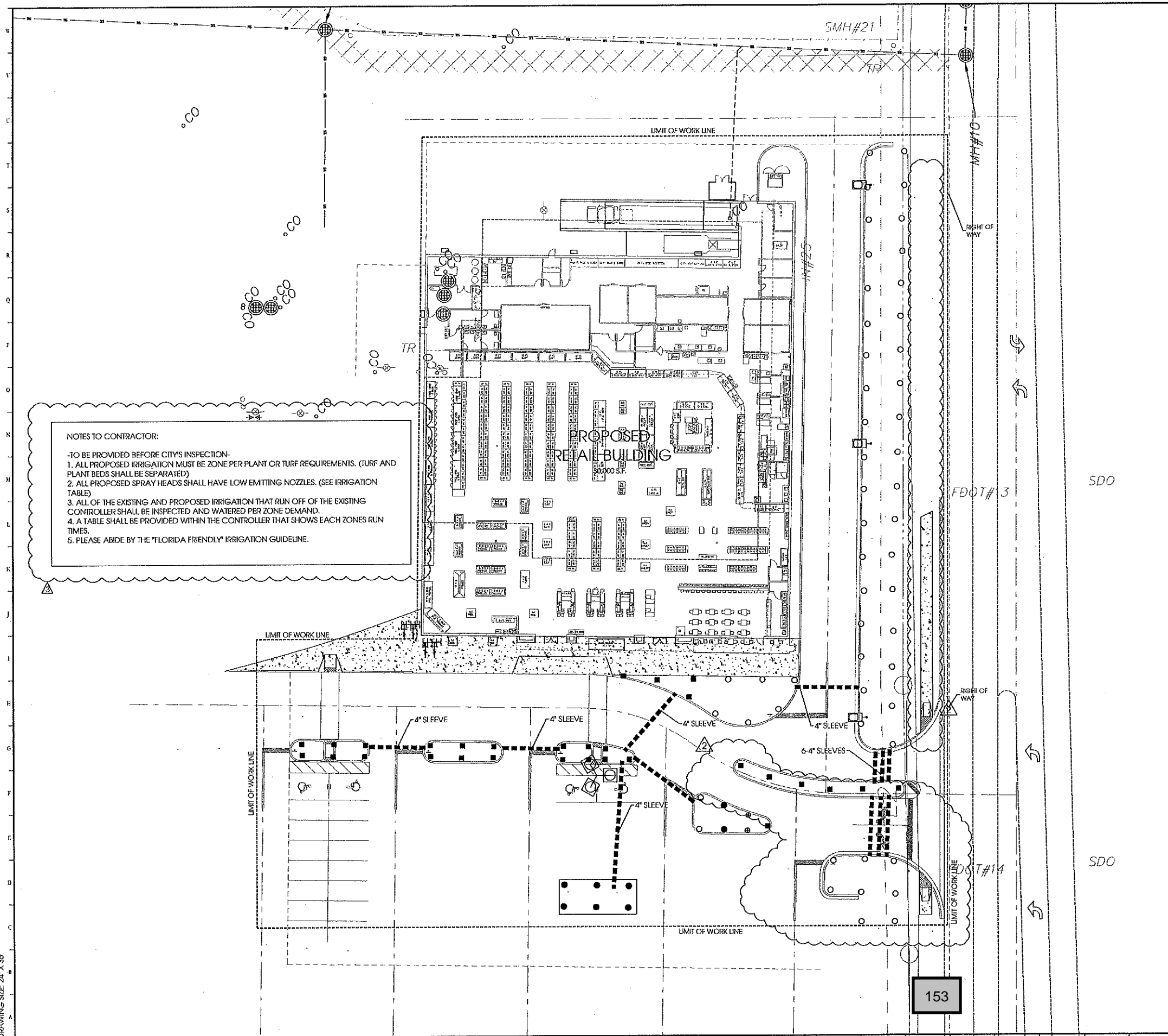
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|---------------------------------|-------------------|
| Date: 01/09/2018 | Scale: AS SHOWN |
| Drawn By: GPD/MM | Designed By: MM |
| Approved By: MM | Project No: 17054 |
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Sheet Number:

IR-00

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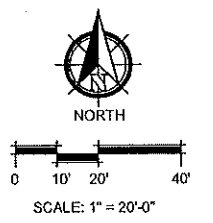
NOTES TO CONTRACTOR:
 -TO BE PROVIDED BEFORE CITY'S INSPECTION-
 1. ALL PROPOSED IRRIGATION MUST BE ZONE PER PLANT OR TURF REQUIREMENTS. (TURF AND PLANT BEDS SHALL BE SEPARATED)
 2. ALL PROPOSED SPRAY HEADS SHALL HAVE LOW EMITTING NOZZLES. (SEE IRRIGATION TABLE)
 3. ALL OF THE EXISTING AND PROPOSED IRRIGATION THAT RUN OFF OF THE EXISTING CONTROLLER SHALL BE INSPECTED AND WATERED PER ZONE DEMAND.
 4. A TABLE SHALL BE PROVIDED WITHIN THE CONTROLLER THAT SHOWS EACH ZONES RUN TIMES.
 5. PLEASE ABIDE BY THE "FLORIDA FRIENDLY" IRRIGATION GUIDELINE.

IRRIGATION LEGEND

| SYB | KEY | SYB | KEY |
|-----|-----|-----|-----|
| ○ | A | △ | AR |
| ○ | B | △ | BR |
| ○ | C | △ | CR |
| ● | D | ▲ | DR |
| ● | E | ▲ | ER |
| ● | F | ▲ | FR |
| ⊙ | G | ⊙ | GR |
| ⊙ | H | ⊙ | HR |
| ⊙ | I | ⊙ | IR |
| ⊕ | J | ⊕ | JR |
| ⊕ | K | ⊕ | KR |
| ⊕ | L | ⊕ | LR |
| ⊕ | M | ⊕ | MR |
| ⊕ | N | ⊕ | NR |
| ⊕ | O | ⊕ | OR |
| ⊕ | P | ⊕ | PR |
| ⊕ | Q | ⊕ | QR |
| ⊕ | R | ⊕ | RR |
| □ | S | ▲ | DR |
| △ | T | | |

| | |
|------|--------------------------------------|
| CV | CONTROLLER |
| M | METER |
| ⊕ | VALVE |
| --- | MAINLINE |
| ~ | DOUBLE CHECK VALVE ASSEMBLY D.C.V.A. |
| ---- | SLEEVE |

-CONNECT ALL NEW IRRIGATION HEADS TO EXISTING IRRIGATION SYSTEM
 -NO RISERS ALLOWED. USE ONLY POP-UPS



Designed By:

INNOVATIONS
DESIGN GROUP

P.O. BOX 542297 ■ ORLANDO ■ FLORIDA ■ 32854
 WWW.INNOVATIONSDESIGN.COM ■ 407-440-3574

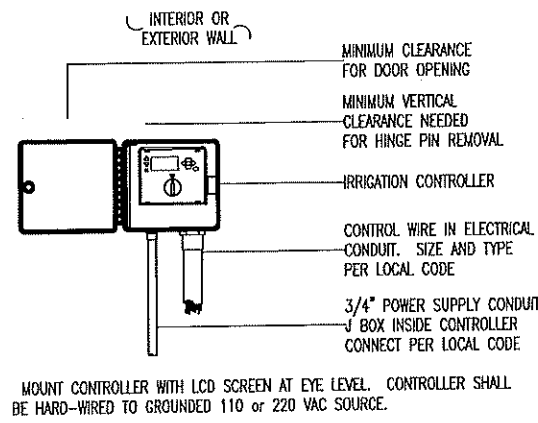
Owner:
 Woolbright Wekiva, LLC
 3200 N Military Trail
 Boca Raton, FL 33431

WEKIVA RIVERWALK
 CITY OF APOPKA, FLORIDA
 IRRIGATION PLAN

| Rev: | Date: | Description: | By: |
|------|------------|-------------------|-------|
| △ | 01/31/2018 | PER CITY COMMENTS | RR,GD |
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| △ | 02/14/2018 | PER CITY COMMENTS | RR,GD |
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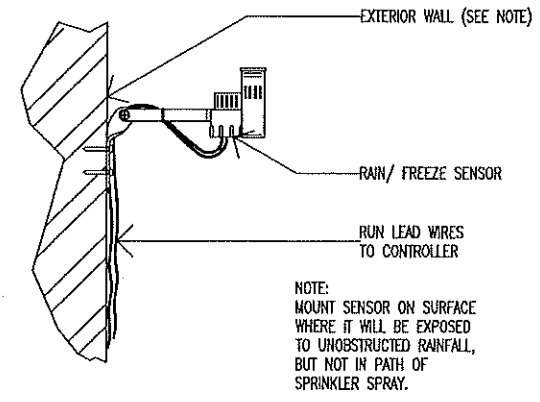
Date: 01/09/2018 Scale: AS SHOWN
 Drawn By: GPD/MM Designed By: MM
 Approved By: MM Project No: 17054
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Seal: Sheet Number: IR-01



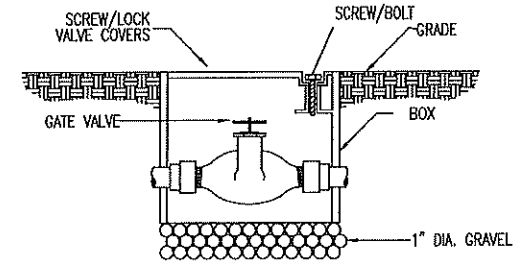
MOUNT CONTROLLER WITH LCD SCREEN AT EYE LEVEL. CONTROLLER SHALL BE HARD-WIRED TO GROUND 110 or 220 VAC SOURCE.

1 Irrigation Controller
Scale: N.T.S.

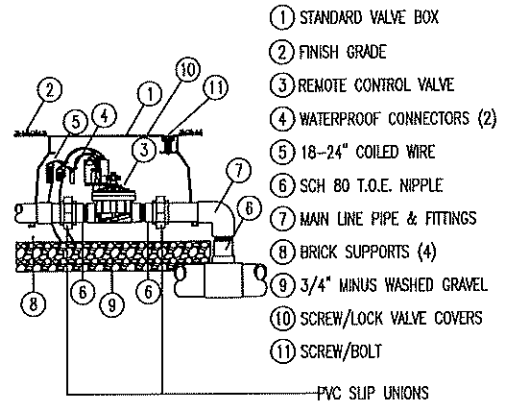


NOTE: MOUNT SENSOR ON SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN PATH OF SPRINKLER SPRAY.

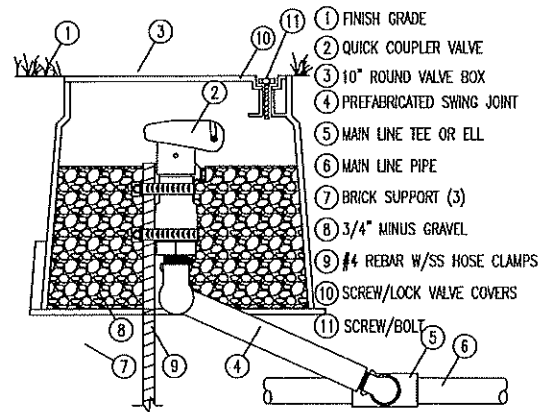
2 Rain and Freeze Sensor
Scale: N.T.S.



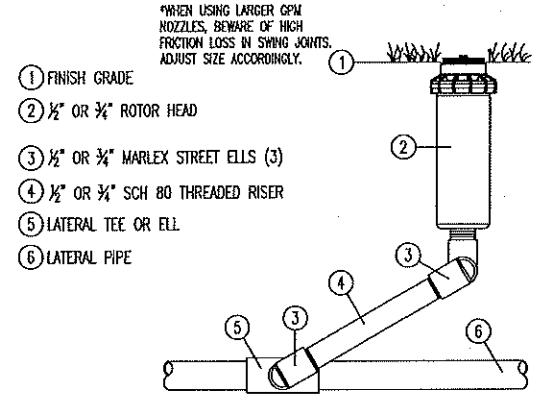
3 Gate Valve
Scale: N.T.S.



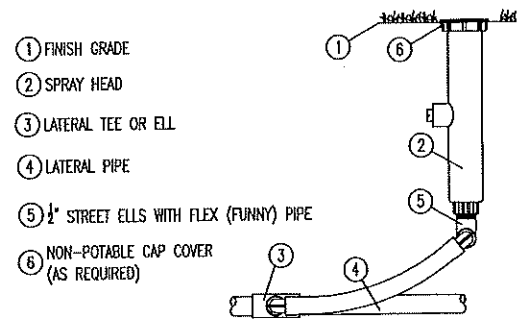
4 Remote Control Valve
Scale: N.T.S.



5 Quick Coupler Valve
Scale: N.T.S.



6 Rotor Head
Scale: N.T.S.



7 Spray Head
Scale: N.T.S.

Designed By:

INNOVATIONS DESIGN GROUP

P.O. BOX 58292 ■ ORLANDO ■ FLORIDA ■ 32854
WWW.INNOVATIONS-DESIGN.COM ■ 407-440-3574

Owner:
Woolbright Welkva, LLC
3200 N Military Trail
Boca Raton, FL 33431

WEKIVA RIVERWALK
CITY OF APOPKA, FLORIDA
IRRIGATION DETAILS

| Rev. | Date: | Description: | By: |
|------|------------|-------------------|-------|
| Δ | 01/31/2018 | PER CITY COMMENTS | RR,GD |
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| Δ | | | |

Date: 01/09/2018 Scale: AS SHOWN
Drawn By: GPD/MM Designed By: MM
Approved By: MM Project No: 17054
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Seal:

Sheet Number: IR-02

FILE: Z:\4 Studio\Projects\2017\17054-Wekiva Riverwalk\12 Autocad\15 Permitt\Sheets\17054-Code Irrigation.dwg
PRINT DATE: 14-Feb-18
DRAWING SIZE: 24" X 36"



May 14, 2018

Bobby Howell, AICP, Senior Planner
Community Development
120 East Main Street
Apopka, FL 32703
hhowell@apopka.net

RE: Wekiva Riverwalk Shopping Center – Parking Statement
Project No. SPR18-05R - Parcel ID 12-21-28-9093-00-010

Dear Bobby,

JFO Group Inc. has been retained to prepare a parking statement associated with the Wekiva Riverwalk Shopping Center in the City of Apopka, Florida. The project is located on the northwest corner of E Semoran Boulevard (SR 436) and Wekiwa Springs Road. Figure 1 shows an aerial location of the site in relation to the transportation network. The parcel ID Number associated with this request is 12-21-28-9093-00-010.

According to the proposed site plan, the northeast portion of the Wekiva Riverwalk Shopping Center is being reconfigured to add ±8,500 square feet of retail uses, and, the existing driveway on Wekiwa Springs Road is being relocated 90 feet to the south.

According to the proposed site plan for the property, the Wekiva Riverwalk Shopping Center is proposing 1,237 parking spaces while 1,288 parking spaces are required by code. This results in a proposed parking ratio of 1¹ space for each 211 square feet of gross floor area instead of the 1 space for each 200 square feet of gross floor area required by code.

Based on our professional experience, our knowledge of the City of Apopka and our experience in Orange County, we do not anticipate having parking supply issues at the Wekiva Riverwalk Shopping Center. For instance, we have seen shopping centers in the County with parking ratios as high as 1² space for each 300 square feet of gross floor area. Furthermore, the average parking rate defined under the Institute of Transportation Engineers for Shopping Centers recommends 1 space for each 253 square feet of gross floor area during Fridays in December which is the busiest weekday time of the year.

Consequently, we are confident that the proposed 1,237 parking spaces instead of the 1,288 parking spaces required by code will be adequate to accommodate the anticipated parking demand at the Wekiva Riverwalk Shopping Center.

Sincerely,

JFO GROUP INC
COA Number 32276


Dr. Juan F. Ortega, P.E.
President



Figure 1 : Project Location

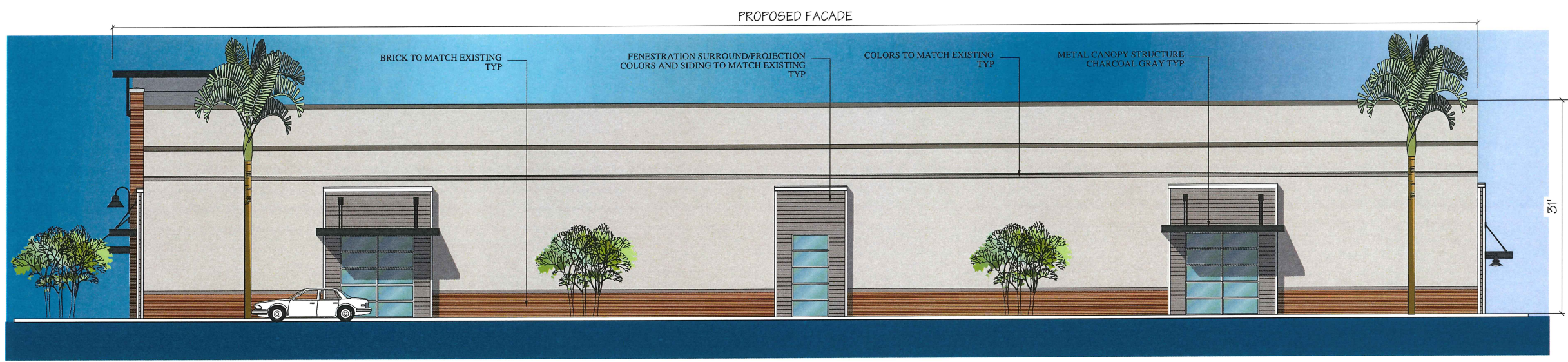
¹ 260,799 Gross Building Square Feet/1,237 Parking Spaces Provided

² Alafaya Commons. Parcel ID: 312222005100030

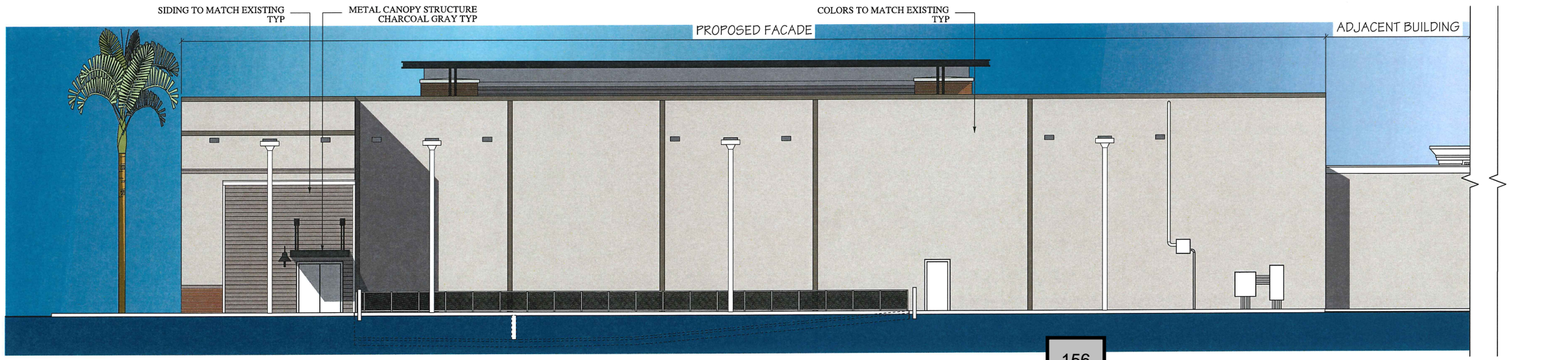
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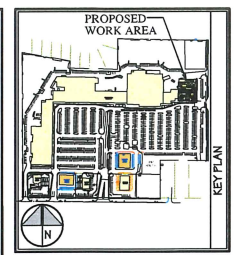
FRONT (SOUTH) ELEVATION



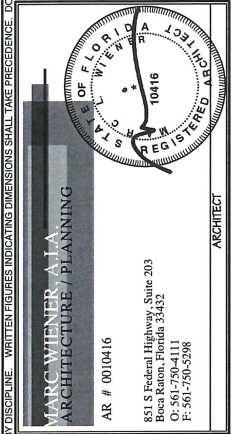
SIDE (EAST) ELEVATION



REAR (NORTH) ELEVATION



| MARK | DESCRIPTION | DATE |
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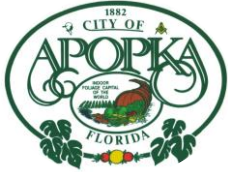


CONSULTANT
WOOLBRIGHT
 DEVELOPMENT INC.
 3200 N. Military Trail
 Fourth Floor
 Boca Raton, FL 33431
 OWNER IDENTIFICATION

WEKIVA RIVER WALK
 REDEVELOPMENT
 PROPOSED GROCERY STORE
 APOPKA, FLORIDA
 BUILDING

| | |
|--------------|--------------|
| JOB NUMBER | 18008 |
| SCALE | AS NOTED |
| ISSUE DATE | 18.01.30 |
| PERMIT DATE | |
| BID DATE | |
| DRAWN BY | |
| CHECKED BY | MW |
| DISCIPLINE | ARCHITECTURE |
| PLAN TYPE | |
| SHEET NUMBER | AC3.01 |

18008 - AC3.01.02 - 18.01.30 PLOT DATE: 18.02.02



CITY OF APOPKA CITY COUNCIL

- ___ CONSENT AGENDA
- X PUBLIC HEARING
- ___ SPECIAL REPORTS
- X OTHER: Master Plan

MEETING OF: June 20, 2018
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Use Map
 Ordinance No. 2656
 Ex. A - Master Plan
 Ex. B – Development Agreement

SUBJECT: ORDINANCE NO. 2656 - CHANGE OF ZONING – AHIFO-18, LLC

REQUEST: SECOND READING OF ORDINANCE NO. 2656 - CHANGE OF ZONING – AHIFO-18, LLC, FROM “COUNTY” PD (ZIP – PLANNED DEVELOPMENT) TO “CITY” KPI-MU (KELLY PARK INTERCHANGE MIXED USE); ASSIGNMENT OF KELLY PARK INTERCHANGE NEIGHBORHOOD OVERLAY DISTRICT; APPROVAL OF MASTER PLAN – BRIDLE PATH SUBDIVISION; AND APPROVAL OF THE BRIDLE PATH DEVELOPMENT AGREEMENT

SUMMARY:

OWNER: AHIFO-18, LLC
 APPLICANT: VHB – c/o Jim Hall
 LOCATION: West of Plymouth-Sorrento Road and east of SR 429, approximately one-half mile north of the intersection of Kelly Park Road and Plymouth-Sorrento Road
 PARCEL ID NUMBERS: 12-20-27-0000-00-032; 12-20-27-0000-00-090
 EXISTING USE: Vacant, abandoned two story house and horse stables
 FLUM DESIGNATION: Orange County Rural Settlement
 CURRENT ZONING: Orange County Planned Development (PD/ZIP)
 PROPOSED DEVELOPMENT: 152 single family homes (all 50-ft. wide lots; 110 ft. typical depth)
 PROPOSED ZONING: Kelly Park Interchange Mixed-Use (KPI-MU)
 TRACT SIZE: 51 +/- acres

FUNDING SOURCE: N/A

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

ADDITIONAL INFORMATION: The owner of the subject property is requesting a rezoning of 51 acres of property from Orange County Planned Development (PD/ZIP) to Kelly Park Interchange Mixed-Use (KPI-MU), with a Neighborhood character zone to develop a single-family residential subdivision subject to the requirements of the Kelly Park Interchange Form Based Code. The subject property is comprised of two parcels and is located east of SR 429 and west of Plymouth-Sorrento Road, approximately one-half mile north of the intersection of Kelly Park Road and Plymouth-Sorrento Road. The owner of the properties is AHIFO-18, LLC.

Development Profile:

| | | |
|-----------------------------|-------|--|
| No. of residential lots: | 152 | single family homes, detached |
| Minimum lot width: | 50 | feet |
| Minimum lot depth: | 110 | feet |
| Minimum lot size: | 5,500 | sq. ft. (all proposed\FBC has no minimum lot size) |
| Minimum house livable area: | 1,600 | sq. ft. (proposed\FBC does not address) |

Setbacks:

| | |
|---------|---------------------------|
| Front: | Min. 15 ft. – Max. 30 ft. |
| Rear: | Min. 20 ft. |
| Side: | Min. 5 ft. |
| Garage: | Same as front |

Overflow Parking

None

Driveway length:

Min. 15 ft. – Max. 30 ft.

On-street parking:

One side-of street provides parking

Max. number of floors:

Two

Parking:

Two spaces per house within the lot (enclosed or exterior; FBC does not require enclosed parking)

Amenities:

- Pool house with cabana; no parking
- Walking paths around stormwater ponds (concrete or asphalt surface on all paths)
- Regional Trails: two – along Plymouth-Sorrento Road, and internal along stormwater pond and wetland edges.

In accordance with the requirements of the Kelly Park Interchange Form Based Code, the owner has submitted a Master Plan in conjunction with the rezoning application detailing the development of 152 single-family homes on 51 acres. The property currently has a future land use designation of Orange County Rural Settlement. The property is located within the one-mile radius from the SR 429/Kelly Park Road interchange.

PROJECT DESCRIPTION: The Master Plan proposes development of the property with a total of 152 single-family homes on 50-foot by 110-foot wide lots and a minimum living area of 1,600 square feet. There are no minimum and maximum lot size and living area requirements in the Form Based Code. Notes provided on the Master Plan indicate the project may be developed in multiple phases, with each phase determined upon submittal of the Final Development Plan. The Master Plan details design of the proposed subdivision in accordance with the requirements of the Kelly Park Interchange Form Based Code, and the Neighborhood character zone, which primarily allows single-family homes as permitted uses. The surrounding properties consist of single-family residential and agricultural uses.

Access to the site is proposed via Plymouth-Sorrento Road. A dedication of a 30-foot wide strip for future right-of-way needs for Plymouth-Sorrento Road is detailed on the Master Plan. Behind this strip, a 30-foot area will be reserved for a landscape buffer along Plymouth-Sorrento Road. A wetland area exists in the northwest corner of the development. A spring is located within the wetland area. Per the Comprehensive Plan, a 300-foot buffer will be provided around the spring. Stormwater ponds are located in the southwestern corner of the site. Four-foot wide walking paths are provided around the perimeter of the ponds. 20-percent of the total site area will remain as open space in accordance with the requirements of the Form Based Code. Common recreation elements include a clubhouse with a pool, an internal trail system, preserved wetlands, upland buffers, and a park/stormwater facility.

The Master Plan details the design of the internal street system with public streets utilizing a walkable grid design, which is a fused grid design that includes varied street, sidewalk and pedestrian pathways throughout a development that links developments. Three roadway connections will be provided to allow cross-access to the properties to the north and south at such time they develop. A 10-foot wide trail will be constructed within the development, and connections to the properties to the north and south will be provided to facilitate development of a regional trail system. A cul-de-sac is provided in the southwestern corner of the site, adjacent to the park and stormwater pond, and is provided to accommodate trail connection and to create an open space corridor along stormwater pond system and wetland area. Properties adjacent to the cul-de-sac will have access to the trail system which will allow pedestrian access to the common areas internal to the development. The developer will provide a 12-foot wide multi-purpose trail along the portion of the development abutting Plymouth-Sorrento Road to help facilitate the construction of the regional trail system.

DEVELOPMENT AGREEMENT: A development agreement must be accepted and executed between the Developer and the City to address the financing mechanism that pays for the extension of water, sewer and reclaimed water lines to the Bridle Path community. Further, the development agreement addresses a schedule for the construction and completion of recreation facilities, multi-use trails, and right-of-way dedication for Plymouth-Sorrento Road, minimum livable area of a house, homeowner association formation, conveyance and maintenance of stormwater ponds, infrastructure conditions for model homes, and developer/homebuilder obligations.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the Mixed-Use Interchange Future Land Use designation and is consistent with the Kelly Park Interchange Form Based Code.

SCHOOL CAPACITY REPORT: A School Capacity Enhancement Agreement has been approved by OCPS. The location is served by the following schools: Zellwood Elementary, Wolf Lake Middle, and Wekiva High School. No development activity shall occur on the subject property until the developer has obtained a school concurrency mitigation agreement or letter from OCPS.

ORANGE COUNTY NOTIFICATION: Pursuant to Section 7 of the Joint Planning Area agreement, Orange County was notified on April 3, 2018.

PUBLIC HEARING SCHEDULE:
May 8, 2018 - Planning Commission (5:30 pm)
June 6, 2018 - City Council (1:30 pm) - 1st Reading
June 20, 2018 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

April 27, 2018 - Public Notice (Apopka Chief); Letter, Poster
June 8, 2018 - Public Notice (Apopka Chief)

RECOMMENDED ACTION:

The **Development Review Committee** finds the proposed rezoning to Kelly Park Interchange Mixed-Use (KPI-MU), and assignment of a Neighborhood character zone consistent with the Comprehensive Plan and Kelly Park Interchange Form Based Code, and recommends approval of the Bridle Path Master Plan.

The **Planning Commission**, at its meeting on May 8, 2018, found the proposed amendment consistent with the Comprehensive Plan; and unanimously recommended approval of the proposed rezoning to Kelly Park Interchange Mixed-Use (KPI-MU), and assignment of a Neighborhood character zone, and Bridle Path Master Plan, subject to a minimum living area of 1,500 square feet being provided, and all internal multi-use paths and the 12-foot path along Plymouth-Sorrento Road being constructed of either concrete or asphalt surface.

The **City Council**, at its June 6, 2018 meeting, accepted the First Reading of Ordinance No. 2656 subject to a minimum living area of 1,600 square feet being provided, and held it over for Second Reading and Adoption on June 20, 2018.

Recommended Motion: (Council is requested to Make Three Motions)

1. Adopt Ordinance No. 2656 (quasi-judicial process)
2. Approve the Bridle Path Mixed KPA Master Plan (quasi-judicial process)
3. Approve the Bridle Path Development Agreement (legislative process)

Note: 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 (City) | Rural | A-1 (ZIP) | Single-family residential/woodlands |
| East (County) | Rural | A-1 | Woodlands/Plymouth-Sorrento Road |
| South (City) | Rural | RCE-2 (ZIP) | Equestrian track |
| West (City) | None | SR 429 right-of-way | SR 429 |

LAND USE & TRAFFIC COMPATIBILITY:

The property is accessed via Plymouth-Sorrento Road. Internal streets are public and will be owned and maintained by the City of Apopka. Future land use designations and zoning categories assigned to properties to the north, south, east, and west are predominantly residential, and agricultural.

COMPREHENSIVE PLAN COMPLIANCE:

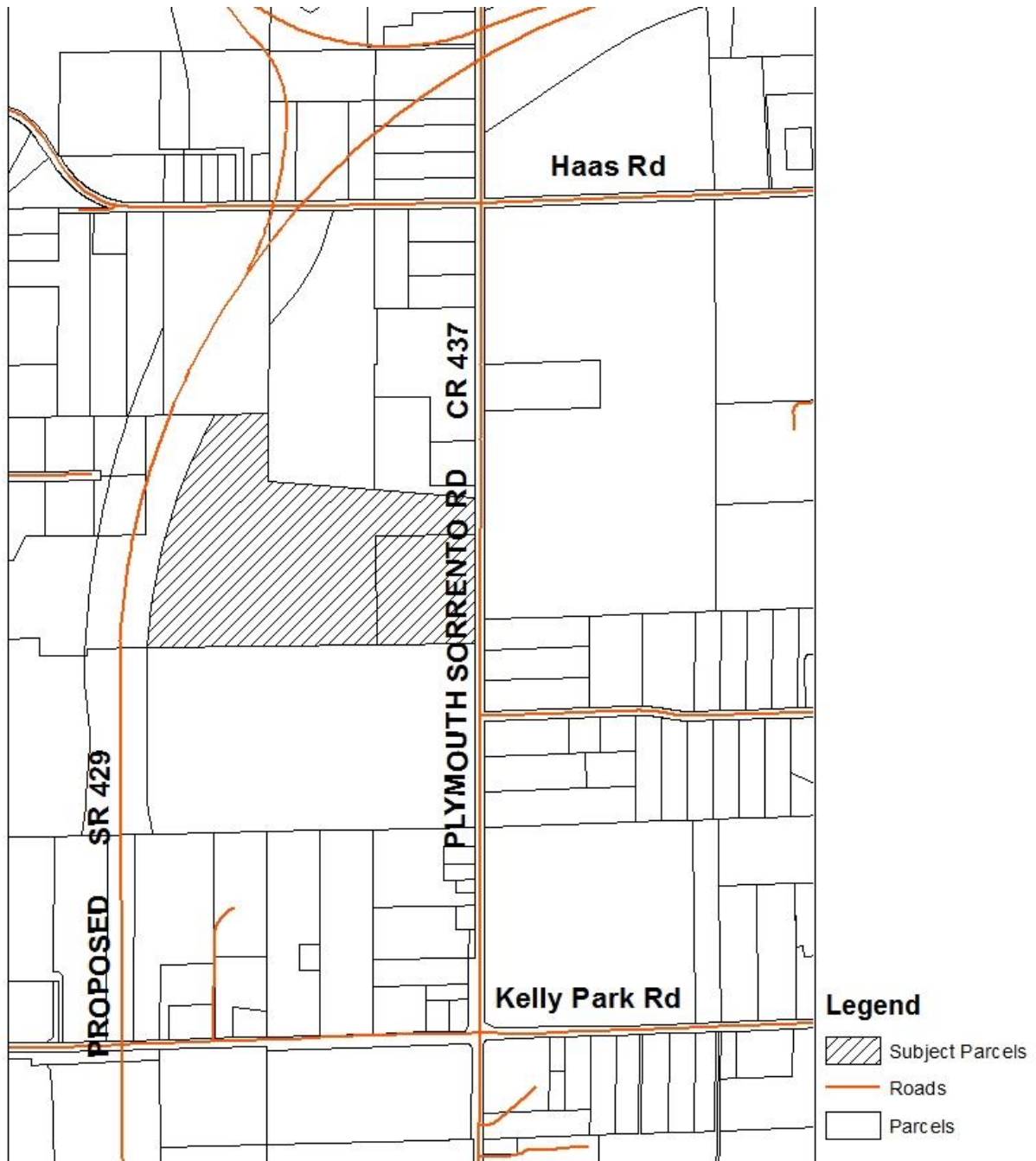
The proposed Kelly Park Interchange Mixed-Use (KPI-MU) zoning is compatible with policies set forth in the Comprehensive Plan.

ALLOWABLE USES:

Single-family residential uses as set forth within the Master Plan.

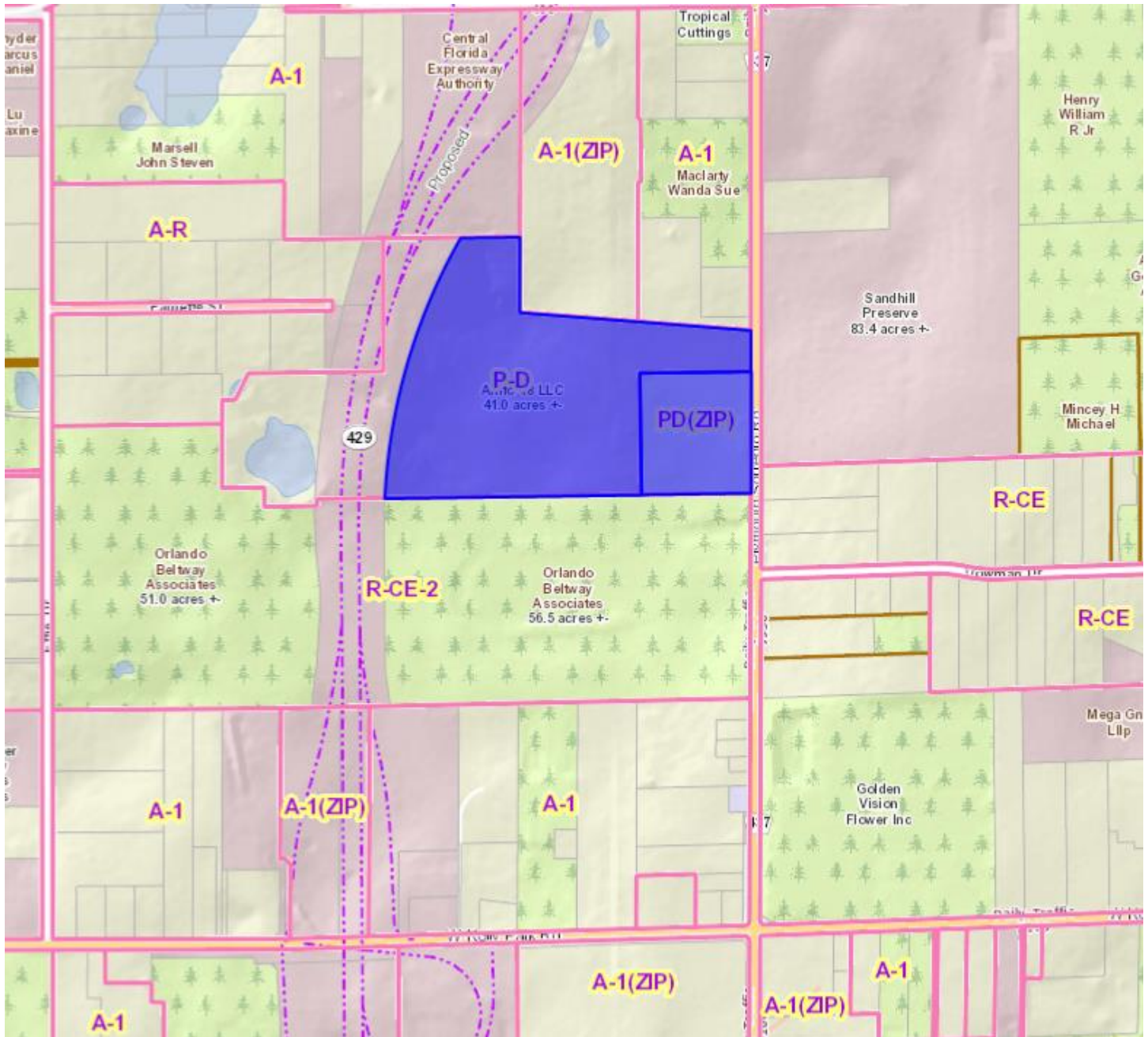
Project: BRIDLE PATH
Owned by: AHIFO-18, LLC
Located: West of Plymouth-Sorrento Road and east of SR 429
Parcel ID#s: 12-20-27-0000-00-032; 12-20-27-0000-00-090

VICINITY MAP



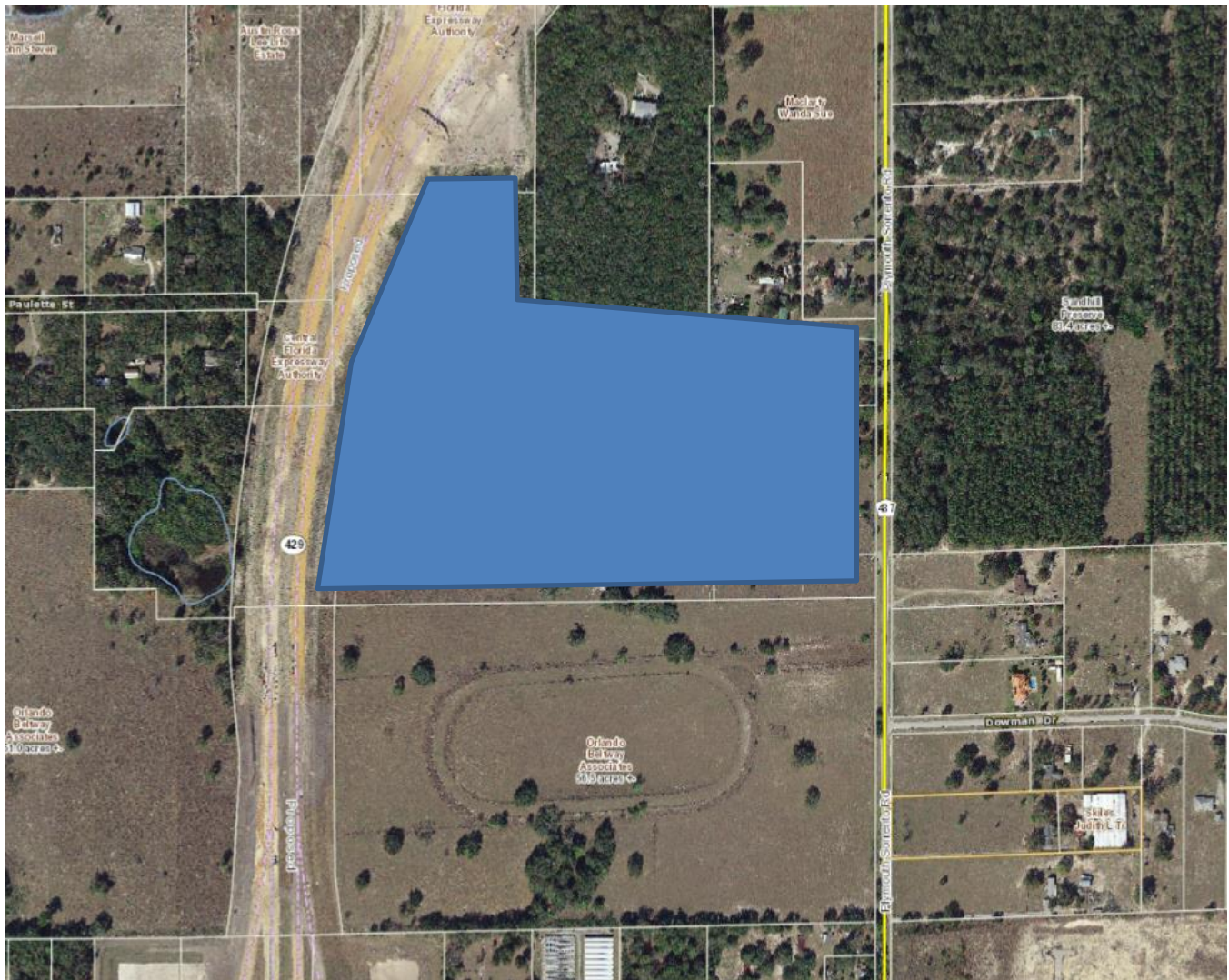


ADJACENT ZONING



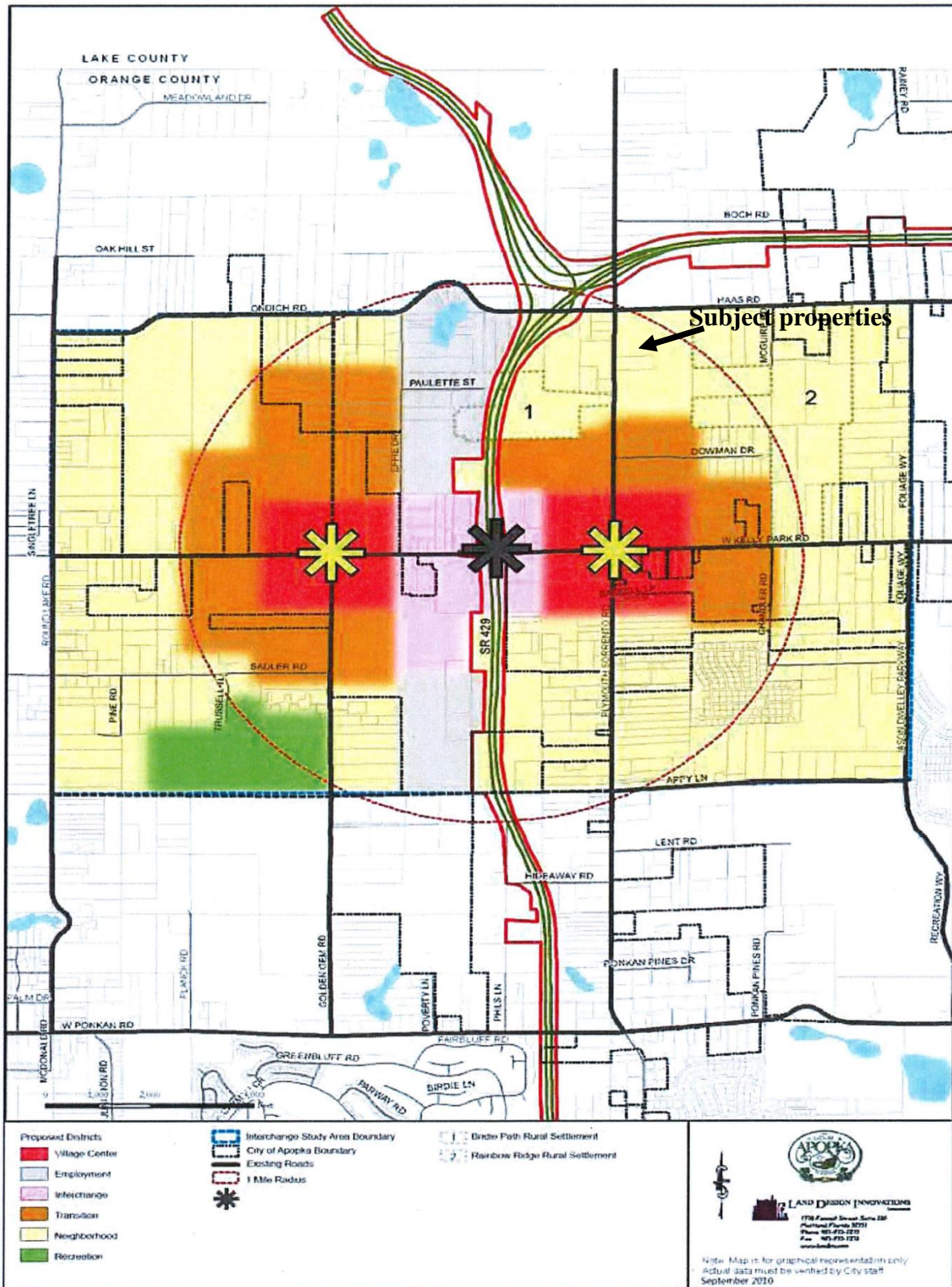


ADJACENT USES





Kelly Park Crossing Form-Based Code Area



ORDINANCE NO. 2656

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” PLANNED DEVELOPMENT (PD/ZIP) TO “CITY” KELLY PARK INTERCHANGE MIXED-USE (KPI-MU), AND ASSIGNING A KELLY PARK CROSSING NEIGHBORHOOD OVERLAY DISTRICT, FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF PLYMOUTH-SORRENTO ROAD AND EAST OF SR 429, APPROXIMATELY ONE-HALF MILE NORTH OF THE INTERSECTION OF KELLY PARK ROAD AND PLYMOUTH-SORRENTO ROAD, COMPRISING 51 ACRES MORE OR LESS, AND OWNED BY AHIFO-18, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, AHIFO-18, LLC has requested a change in zoning on property as identified in Section II of this ordinance; and

WHEREAS, the subject property is located within the Kelly Park Interchange Form-Based Code Area; and

WHEREAS, if a site, or any portion of a site is located within a one mile radius of the interchange of Kelly Park Road and State Road 429, the entire site is subject to the form based standards contained within the Kelly Park Form-Based Code; and

WHEREAS, properties within the Kelly Park Interchange Form Based Code Area may be rezoned to the Kelly Park Interchange Mixed-Use (KPI-MU) zoning category; and

WHEREAS, in conjunction with the rezone of property to Kelly Park Interchange Mixed Use, an overlay designation to assign a character zone to the site must be requested; and

WHEREAS, AHIFO-18, LLC has requested a rezoning to Kelly Park Interchange Mixed-Use (KPI-MU) zoning, with the assignment of Neighborhood character zone; and

WHEREAS, the proposed Kelly Park Interchange Mixed-Use (KPI-MU) zoning, and Neighborhood character zone has been found to be consistent with the City of Apopka Comprehensive Plan, and the Kelly Park Interchange Form Based Code.

ORDINANCE NO. 2656

PAGE 2

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Kelly Park Interchange Mixed-Use (KPI-MU) and an Kelly Park Crossing overlay zone of Neighborhood District, as defined in the Kelly Park Interchange Form Based Code, is assigned to the property in Exhibit “A”, and with the following Master Plan provisions:

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Kelly Park Interchange Mixed-Use (KPI-MU), Neighborhood character zone as defined in the Kelly Park Interchange Form Based Code.

Legal Description:

A portion of land being in the East half of Section 12, Township 20 South, Range 27 East, Orange County, Florida and being more particular described as follows:

Commence at the northeast corner of the northeast quarter of said section 12; thence run along the East line of said northeast quarter, South 00° 01' 00” East, 1876.78 feet, thence leaving said East line run North 85° 37' 03” West, 30.08 feet to a point on the West Right of Way line for Plymouth Sorrento Road, said point also being the POINT OF BEGINNING; thence run along said West Right of Way line, South 00° 01' 00” East, 930.76 feet; thence leaving said West Right of Way line run, South 89° 12' 07” West, 2091.52 feet to a point on the easterly Right of Way line of State Road 429 (Wekiva Parkway), said point being on a non-tangent curve, concave to the East, having a radius of 3300.00 feet, central angle of 027° 07' 49”, a chord bearing of North 16° 12' 47” East and a chord distance of 1548.04 feet; thence run along said easterly Right of Way line and arc of said curve 1562.59 feet to a point of non-tangency; thence leaving said Right of Way line run, North 89° 17' 05” East, 339.10 feet; thence run, South 00° 09' 41” West, 429.58 feet; thence run, South 85° 37' 03” East, 1324.83 feet to the POINT OF BEGINNING.

Said portion of land contains 51.061 Acres more or less.

Parcel ID Nos.: 12-20-27-0000-00-032; 12-20-27-0000-00-090

Combined Acreage: 51.061 +/- Acres

Section III. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

ORDINANCE NO. 2656

PAGE 3

Section V. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME: June 6, 2018

READ SECOND TIME
AND ADOPTED: June 20, 2018

Bryan Nelson, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: April 27, 2018
June 8, 2018

Master Plan

Issued for: Zoning Approval

Date Issued: September 6, 2017

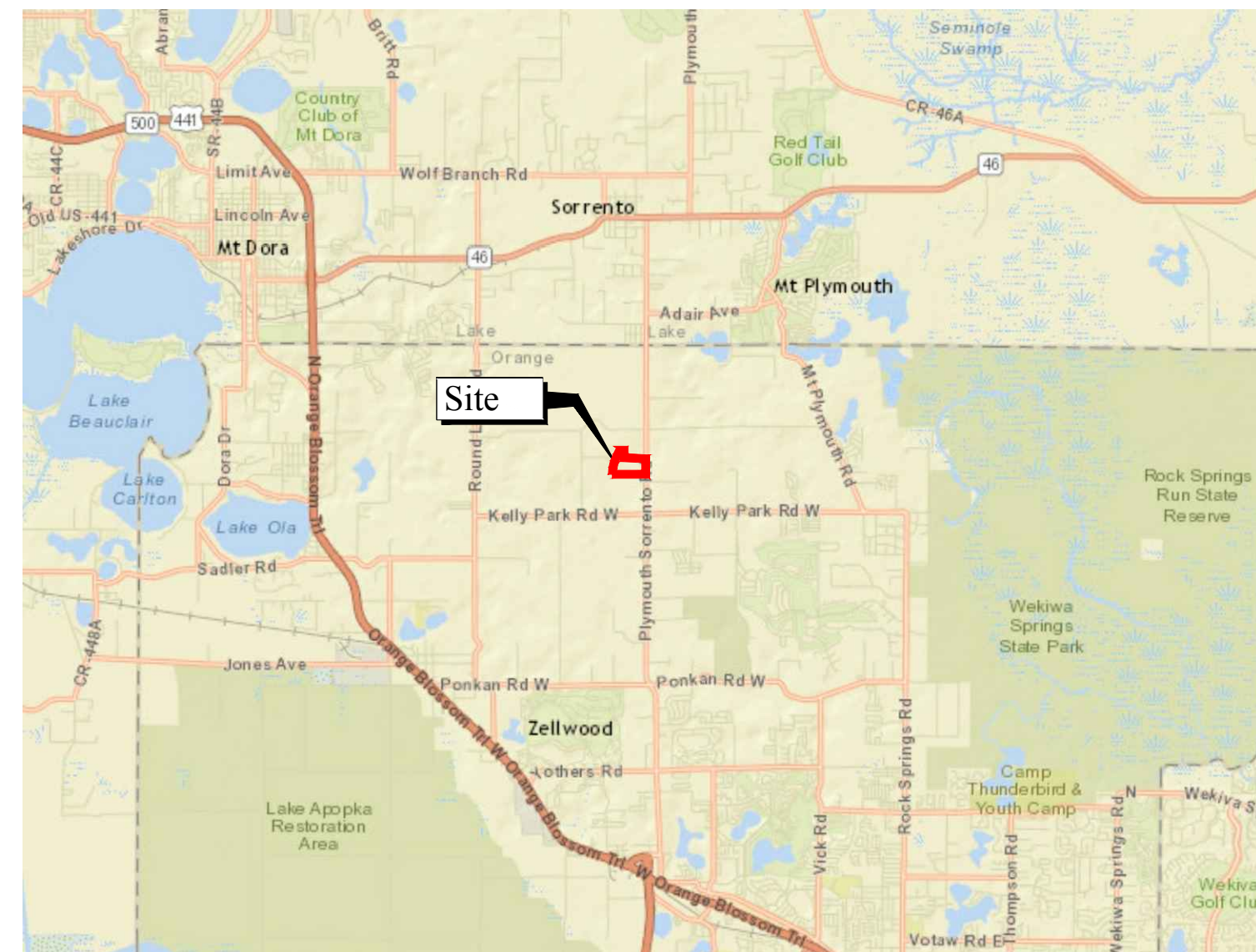
Latest Issue: June 8, 2018

| Sheet Index | | |
|-------------|--------------------------|--------------|
| Number | Drawing Title | Latest Issue |
| 2 | Existing Conditions | 9/6/2017 |
| 3 | Concept Plan & Site Data | 6/8/2018 |
| SV-1 | Boundary Survey | 9/1/2017 |

Bridle Path Mixed KPI Concept Plan

City of Apopka, Florida

Parcel ID: 12-20-27-0000-00-032
12-20-27-0000-00-090



Site Location Map



225 E. Robinson Street, Suite 300
Orlando, Florida 32801
407.839.4006 • FAX 407.839.4008
Certificate of Authorization Number FL #3932

Property Information

Owner:
Ahifo-18 LLC.
1800 N Military Trl Ste 470
Boca Raton, Florida 33431
Phone: 407.839.4006

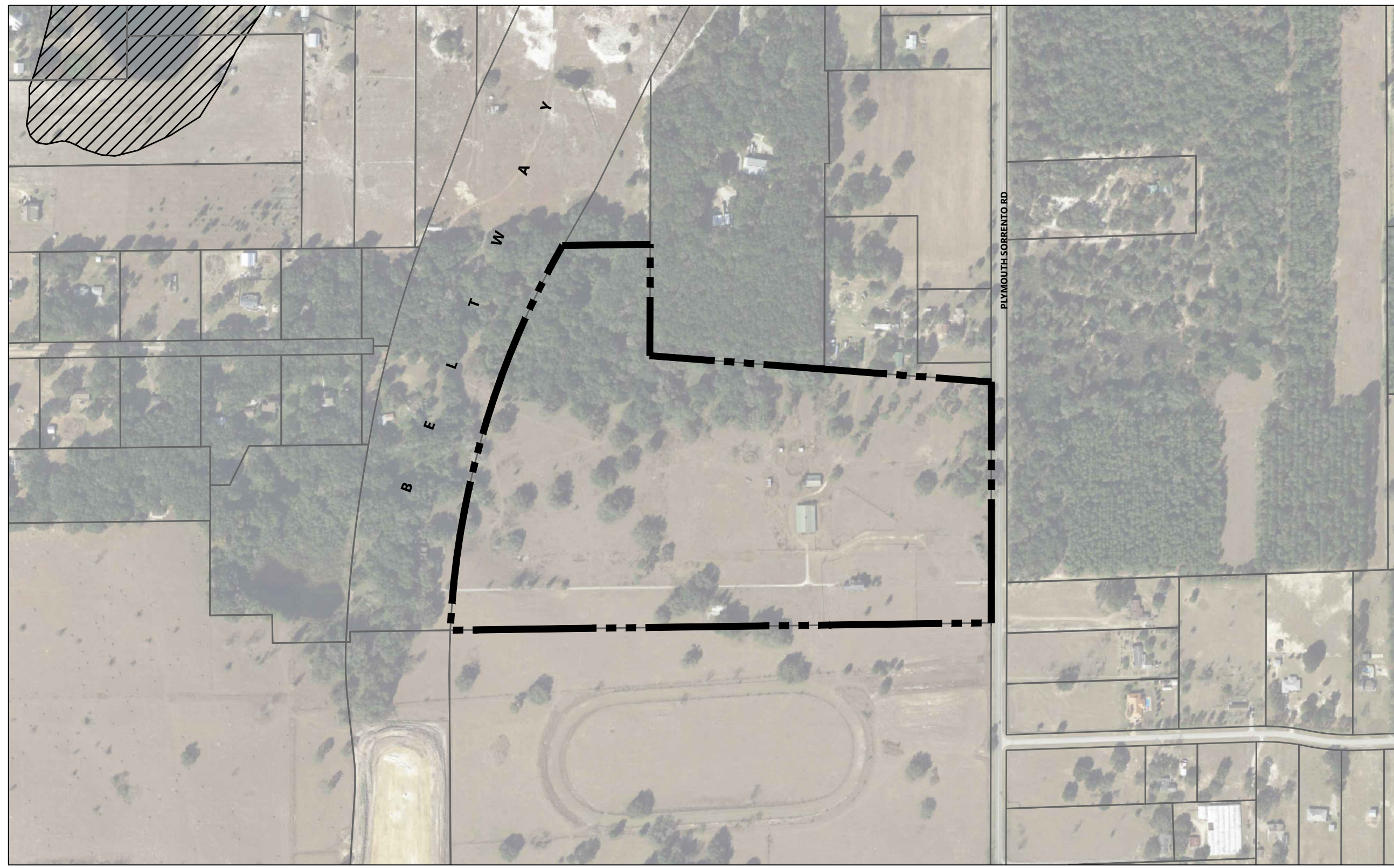
Urban Planner/Civil Engineer:
VHB
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
Phone: 407.839.4006 · Fax: 407.839.4008

Surveyor:
VHB
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
Phone: 407.839.4006 · Fax: 407.839.4008

LEGAL DESCRIPTION

A portion of land being in the East half of Section 12, Township 20 South, Range 27 East, Orange County, Florida and being more particular described as follows:
Commence at the northeast corner of the northeast quarter of said section 12; thence run along the East line of said northeast quarter, South 00° 01' 00" East, 1876.78 feet, thence leaving said East line run North 85° 37' 03" West, 30.08 feet to a point on the West Right of Way line for Plymouth Sorrento Road, said point also being the POINT OF BEGINNING; thence run along said West Right of Way line, South 00° 01' 00" East, 930.76 feet; thence leaving said West Right of Way line run, South 89° 12' 07" West, 2091.52 feet to a point on the easterly Right of Way line of State Road 429 (Wekiva Parkway), said point being on a non-tangent curve, concave to the East, having a radius of 3300.00 feet, central angle of 027° 07' 49", a chord bearing of North 16° 12' 47" East and a chord distance of 1548.04 feet; thence run along said easterly Right of Way line and arc of said curve 1562.59 feet to a point of non-tangency; thence leaving said Right of Way line run, North 89° 17' 05" East, 339.10 feet; thence run, South 00° 09' 41" West, 429.58 feet; thence run, South 85° 37' 03" East, 1324.83 feet to the POINT OF BEGINNING.

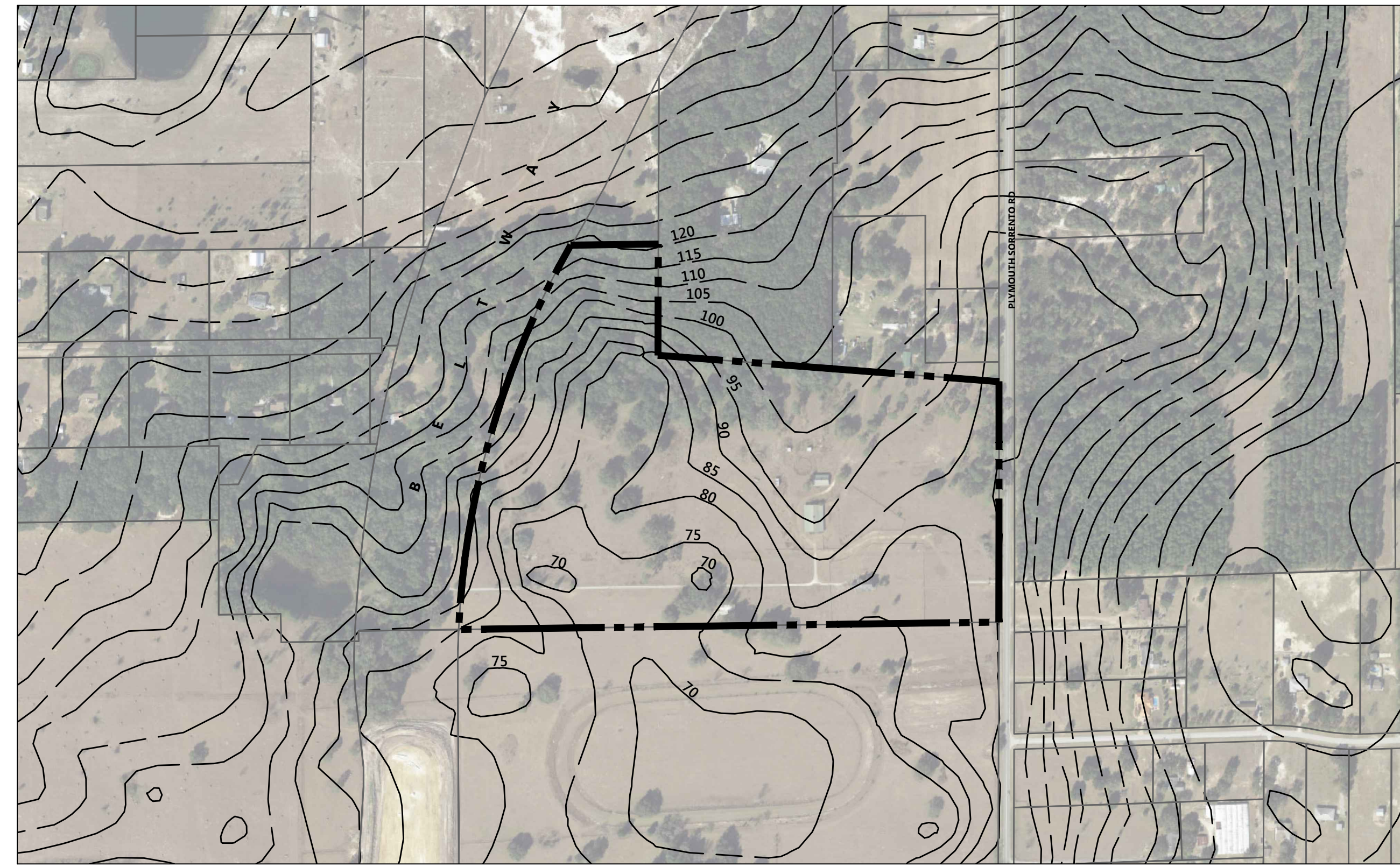
Said portion of land contains 51.061 Acres more or less.



Floodplain (100 Year)

 Flood Prone Area

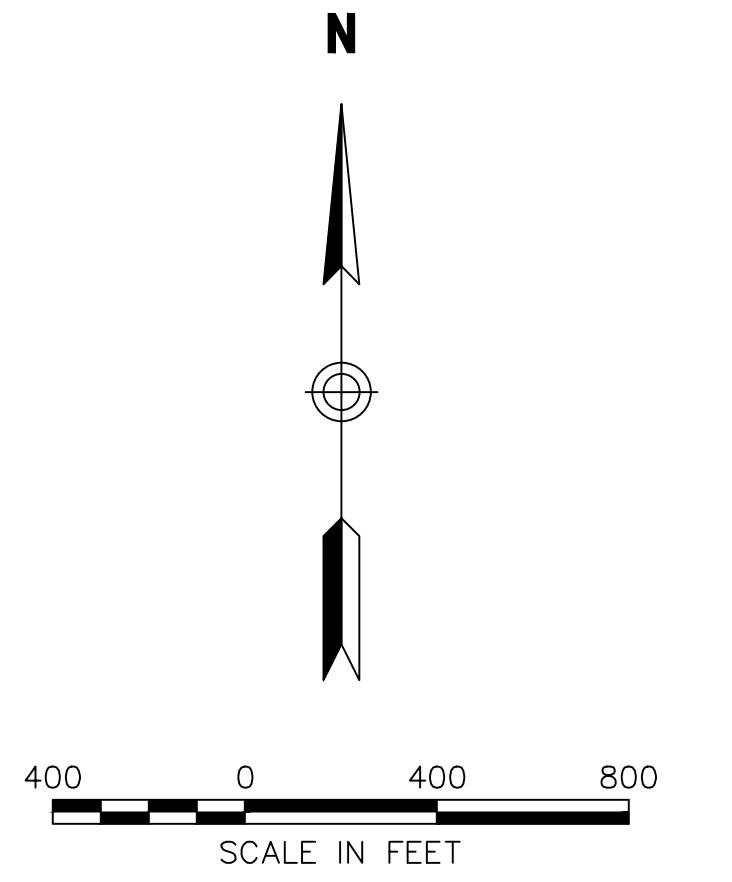
Source:
Orange County GIS, 2017



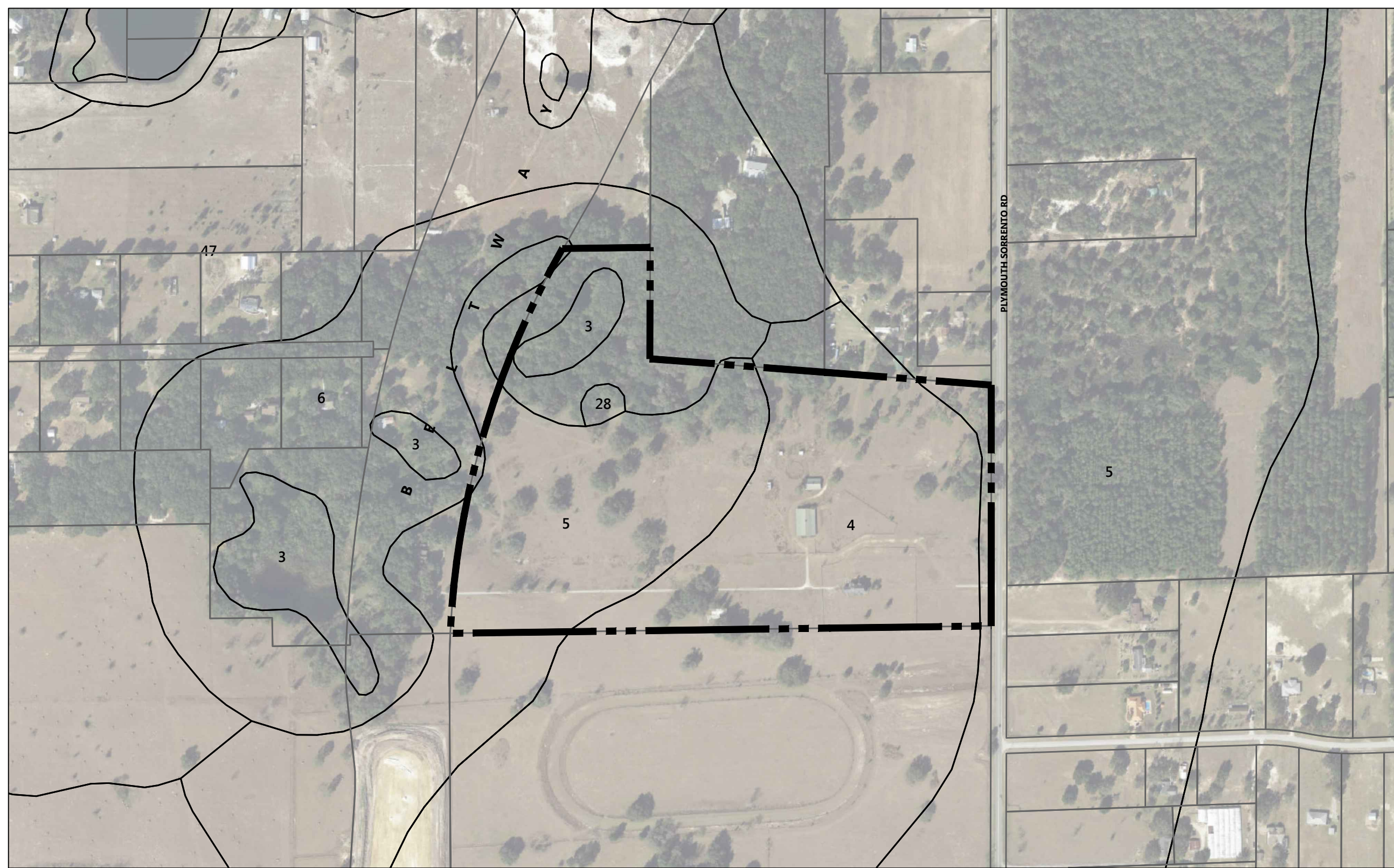
Topography

105
Topographic Contour

Source:
Orange County GIS, 2017



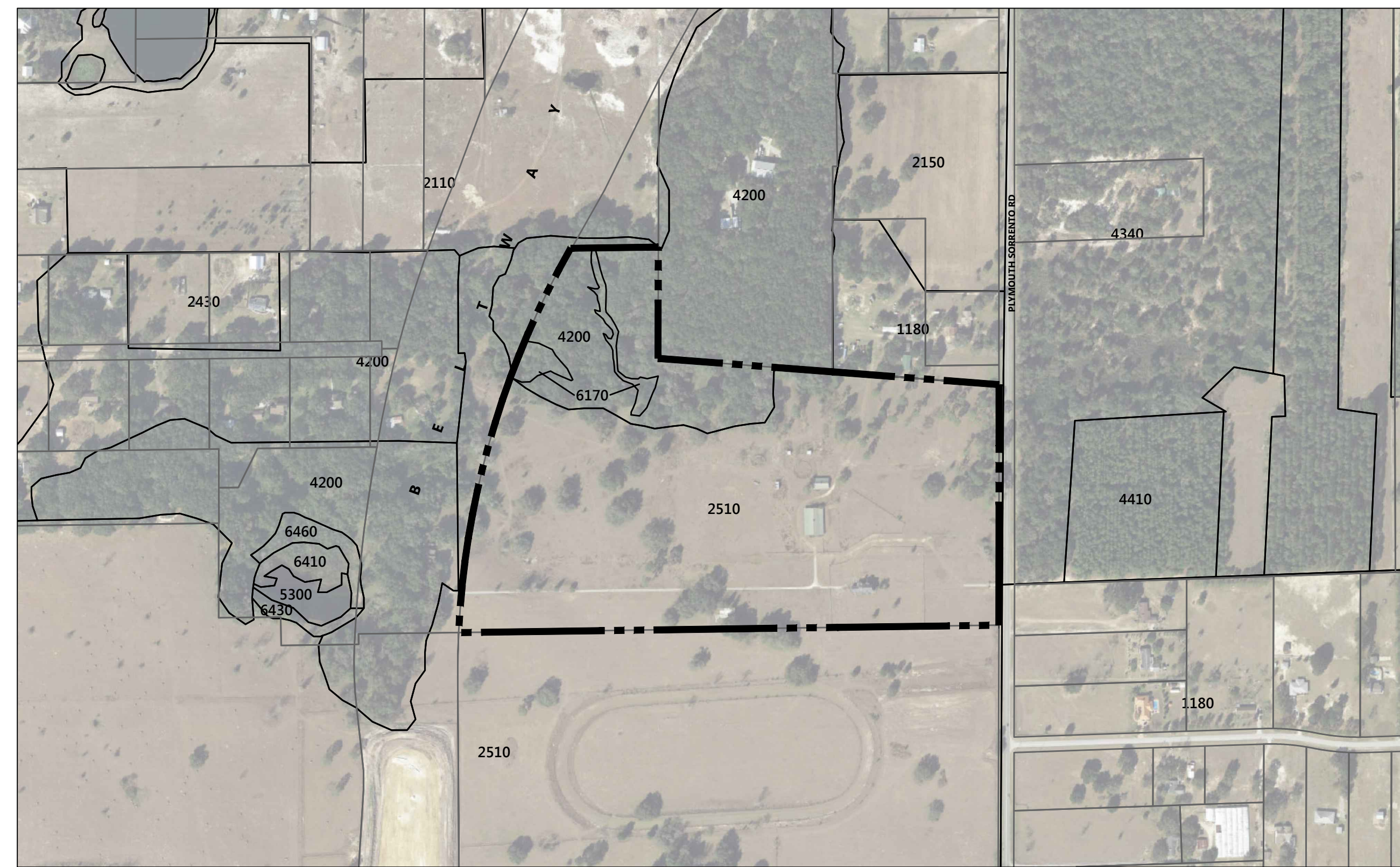
| No. | Revision | Date | Appr. |
|-----|----------|------|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



Soils

| Soil Code | Description |
|-----------|---|
| 3 | Basinger Fine Sand, depressional |
| 4 | Candler Fine Sand, 0 to 5 percent slopes |
| 5 | Candler Fine Sand, 5 to 12 percent slopes |
| 6 | Candler-Apopka Fine Sand, 5 to 12 percent slopes |
| 28 | Florhome fine sand, 0 to 5 percent slopes |
| 47 | Tavares-Millhopper fine sand, 0 to 5 percent slopes |

Source:
Orange County GIS, 2017



Vegetation

| Code | Description |
|------|----------------------------------|
| 2510 | Horse Farms |
| 4200 | Upland Hardwood Forests |
| 4340 | Upland Mixed Coniferous/Hardwood |
| 6170 | Mixed Wetland Hardwoods |

Source:
FLUCFCS, 2017



Planning + Design Studio
Transportation
Land Development
Environmental Services
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
407-839-4006 • FAX 407-839-4008
Certificate of Authorization Number 3932

Project Title
Bridle Path PD

Environmental Conditions
City of Apopka, Florida

Drawing Title

C-2

Drawing

| Scale | Sheet | of |
|---------------|----------------|----|
| | | |
| Date | Project Number | |
| June 08, 2018 | 61924.00 | |

SITE DATUM

| | |
|----------------------------|----------|
| Gross Acres | 51.06 ac |
| Preserved Wetlands/Uplands | 6.88 ac |
| Stormwater (16%) | 7.01 ac |
| Developable Acres | 37.17 ac |

| | |
|-------------------------------------|-----------|
| Proposed Development Program | |
| Single Family | 152 Du |
| Net Density | 4.1 Du/ac |

| SITE DATA TABLE | |
|--------------------------|---|
| PARCEL ID NUMBER | 12-20-27-0000-00-032; 12-20-27-0000-00-090 |
| EXISTING FUTURE LAND USE | ANNEX |
| PROPOSED FUTURE LAND USE | MIXED USE |
| EXISTING ZONING | ZIP |
| PROPOSED ZONING | MIXED KPI |
| ADJACENT FUTURE LAND USE | NORTH: Annex SOUTH: Annex EAST: Rural(County) WEST: Annex |
| ADJACENT ZONING | NORTH: ZIP SOUTH: ZIP R.CE EAST: ZIP WEST: ZIP |
| ACREAGE/SQUARE FOOTAGE | 51 ac |
| BUILDING HEIGHT | PROPOSED: 35' MAX: 35' |
| DENSITY | PROPOSED: 4.1 Du/ac MAX: 5 Du/ac |
| BUILDING SETBACKS | PROPOSED: FRONT: 15' SIDE: 5' REAR: 20' CORNER: 10'/15'* |
| PARKING SPACES | PROVIDED: 290 REQUIRED: 290 |
| NUMBER OF EMPLOYEES | N/A |
| PROPOSED NUMBER OF BEDS | N/A |
| WAIVER REQUEST | YES: NO: X |
| VARIANCE REQUEST | YES: NO: X |

*WHERE REAR YARD OF CORNER LOT ABUTS SIDE YARD OF ADJACENT LOT, CORNER SIDE SETBACK SHALL BE 15'

| Land Use | DUs | Student Generation | Elementary School | Student Generation | Middle School | Student Generation | High School |
|---------------|--------------------|--------------------|-------------------|--------------------|---------------|--------------------|-------------|
| Single Family | 152 | 0.191 | 29 | 0.095 | 15 | 0.131 | 20 |
| Total | 64 students | | | | | | |

| Land Use District | Units | ITE Code | Daily Trips | AM Peak Trips | | | PM Peak Trips | | | |
|-------------------|-------|----------|--------------|---------------|-----------|-----------|---------------|------------|-----------|----|
| | | | | Total | In | Out | Total | In | Out | |
| Neighborhood | 152 | du | 210 | 1,528 | 118 | 31 | 87 | 158 | 101 | 57 |
| Total | | | 1,528 | 118 | 31 | 87 | 158 | 101 | 57 | |

District Development Standards

Neighborhood Overlay Zone

| | |
|--------------------------|---|
| Minimum Living Area | 1,600 sq ft |
| Minimum Lot Width | 30 feet |
| Minimum Lot Depth | 110 feet |
| Maximum Block Length | 500 feet |
| Porches | |
| Width | minimum 12 feet |
| Depth | minimum 4 feet |
| Rear Accessory Structure | 10 feet |
| Garage Standards | |
| Front Loaded | minimum 4 foot recess from primary facade |
| Open Space | minimum 50% of front facade |
| Required | 30% |
| Provided | 30% |

Project Phasing

The Bridle Path project may be developed in multiple phases, with each respective phase determined at Final Development Plan.

Project Notes

- This plan is conceptual in nature and subject to final survey, environmental, geotechnical, stormwater/engineering evaluation and agency review.
- Boundary is based on Orange County GIS information. All unit counts are subject to change based on final survey information.
- Project proposes a large-scale land use amendment from Annexation to Mixed Use and rezoning from ZIP to MIXED KPI.
- On-street parking is permitted on one-side of the street.
- Additional development standards for the Neighborhood Overlay Zone of the Kelly Park FBC shall be applied.
- Where feasible, green building principles shall be applied.
- All structures, including residential homes, clubhouse/pool area, and subdivision entry signage shall comply with Kelly Park Interchange Form Based Code, Section K - Building Design Standards (Adopted June 21, 2017).
- Where feasible, existing trees shall be preserved in accordance with Section 4.5 of the Design Development Guidelines.
- All internal multi-use paths and the 12-foot path along Plymouth-Sorrento Road shall be constructed of either concrete or asphalt surface.

PUBLIC OPEN SPACE CALCULATIONS:

| TOTAL GROSS AREA | REQUIRED OPEN SPACE (2019 ⁽¹⁾) | PROVIDED OPEN SPACE ⁽²⁾ |
|------------------|--|--|
| 51.06 ac. | 10.21 ac. | PRESERVED WETLANDS 1.00 ac UPLAND BUFFERS 1.37 ac PRESERVED UPLANDS 4.51 ac OPEN SPACE 2.16 ac AMENITY AREA 0.65 ac PARK/STORMWATER 7.01 ac TOTAL 16.70 ac. |

(1) PER SECTION G OF THE KELLY PARK INTERCHANGE FORM BASED CODE, 20% OF THE TOTAL AREA WITHIN THE NEIGHBORHOOD CHARACTER ZONE SHALL BE PUBLIC OPEN SPACE.
 (2) PER SECTION S OF THE KELLY PARK INTERCHANGE FORM BASED CODE, PUBLIC OPEN SPACE IS DEFINED AS NATURALISTIC OR LANDSCAPED AREAS USED PRIMARILY FOR PASSIVE RECREATION, ACTIVE RECREATION, VISUAL AMENITY, OR FOR PURPOSES OF ENVIRONMENTAL CONSERVATION, SPECIFICALLY INCLUDING GREENSPACES, PEDESTRIAN AND BICYCLE PATHWAYS, OUTDOOR RECREATION FACILITIES, WETLANDS, WOODLANDS, AND WATER PLANT COMMUNITY CONSERVATION AREAS AND PRESERVED, PUBLIC PARKS, AND STORMWATER AREAS THAT ARE VISUAL AMENITIES.

Legend

- Project Boundary
- RURAL (A-1) Future Land Use (Zoning)
- Trail

N



| No. | Revision | Date | Appr. |
|-----|----------|------|-------|
| | | | |
| | | | |
| | | | |
| | | | |



Planning + Design Studio
 Transportation
 Land Development
 Environmental Services
 225 E. Robinson Street, Suite 300
 Orlando, Florida 32801
 407-839-4006 • FAX 407-839-4008
 Certificate of Authorization Number 3932

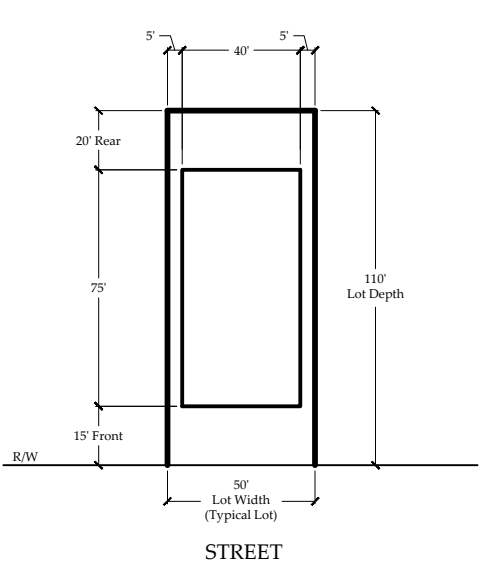
Project Title

Bridle Path PD

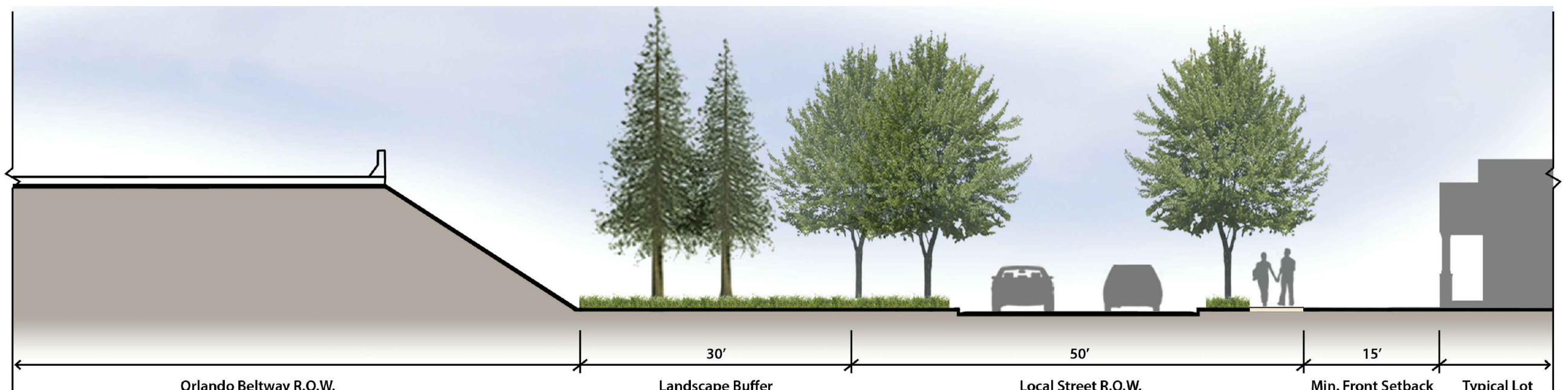
Site Plan

City of Apopka, Florida

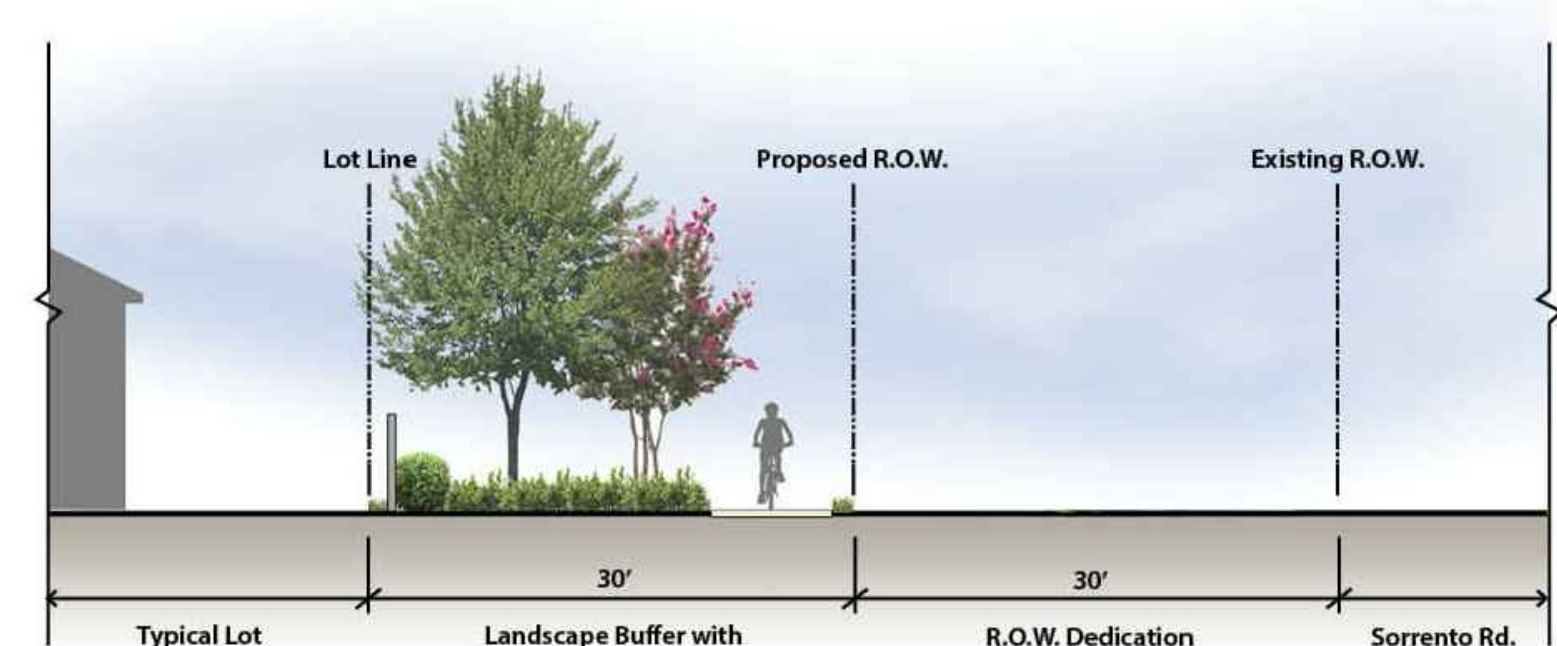
Drawing Title



Typical 50'x110' Single-Family Lot



TYPICAL LANDSCAPE BUFFER CROSS SECTION ALONG ORLANDO BELTWAY (N.T.S.)



TYPICAL LANDSCAPE BUFFER CROSS SECTION ALONG PLYMOUTH SORRENTO ROAD (N.T.S.)

* Recreation trail may be constructed within 30' R.O.W. dedication if agreed to by Orange County at time of final engineering design.

C-3

Drawing

Scale _____ Sheet _____ of _____

Date _____ Project Number _____

June 08, 2018 61924.00

61924.00 - BRIDLE PATH PD-SITE PLAN.DWG

Prepared by and return to:
Andrew J. Hand
2300 Maitland Center Parkway, Ste. 100
Maitland, Florida 32751

**DEVELOPMENT AGREEMENT
(Bridle Path)**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2018, by and between the **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation (“**City**”), whose address is 120 East Main Street, Apopka, FL 32703, and, **BB BRIDLE PATH LLC**, a Florida limited liability company (“**Developer**”), whose address is 7910 Woodmont Avenue, Bethesda, MD 20814. Developer and City are sometimes together referred to herein as the “**Parties**,” and separately as a “**Party**,” as the context requires.

R E C I T A L S:

WHEREAS, Developer is the contract purchaser or owner of certain parcels of real property bearing Orange County Tax Parcel Identification Numbers 12-20-27-0000-00-032 and 12-20-27-0000-00-090 located in the City of Apopka, Orange County, Florida (collectively, the “**Property**”), which is approximately 51.09 total acres in size and is generally depicted on Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer is processing certain land use and zoning approvals with City, including a Future Land Use Map Amendment to designate the Property Mixed-Use (the “**FLUM Amendment**”); an application to assign the property the Mixed-KPI zoning classification (the “**Zoning Application**”) and approval of a Master Plan and Preliminary Development Plan (the “**Master Plan/PDP Application**”) (the foregoing being collectively referred to herein as the “**Approvals**”); and

WHEREAS, the subject portion of the Property is proposed for 152 single family residential units, a bathhouse/cabana, pool and attendant recreation facilities, including certain regional trails available for use by the public at large as more specifically set forth herein (collectively, the “**Project**”); and

WHEREAS, Developer intends to develop the Project infrastructure including streets, stormwater management system, utilities, perimeter walls and entrance features as specified herein and assign to a homebuilder entity (the “**Homebuilder**”) the obligations under this Agreement that directly relate to constructing homes on the various residential lots and constructing driveways, sidewalks, bathhouse/cabana and community pool, and installing lot landscaping within the Project; and

WHEREAS, Developer desires to obtain the Approvals and receive assurances from City, as set forth herein; and

WHEREAS, City desires that Developer and Homebuilder develop the Property in accordance with the City’s Comprehensive Plan, the adopted Kelly Park Interchange Form Based Code (“KPI-FBC”) and the City of Apopka Land Development Code (“LDC”), and the terms and conditions of this Agreement; and

WHEREAS, in order to develop the Property as intended, Developer must install, in accordance with City technical specifications, approximately three thousand and seventy-four linear feet (3,074’) of eight inch (8”) potable water main which will run from the entrance to the Project off of Plymouth-Sorrento Road and connect to the existing sixteen inch (16”) potable water main located adjacent to Kelly Park Road; and

WHEREAS, City has requested that Developer oversize such potable water line extension from eight inch (8”) to twelve inch (12”) (said upsized line being referred to herein as the “**Potable Water Line Improvements**”) and has agreed to directly reimburse Developer for the differential cost in the materials necessary involved in oversizing such line as hereinafter provided; and

WHEREAS, in order to provide reclaimed water service to the Project Developer must install, in accordance with City technical specifications, approximately three thousand and twenty-six linear feet (3,026’) of eight inch (8”) reclaimed water line which will run from the Project entrance and connect to the City’s existing sixteen inch (16”) reclaimed water main located adjacent to Kelly Park Road; and

WHEREAS, City has requested that Developer oversize such reclaimed water line extension from eight inch (8”) to twelve inch (12”) (said upsized line being referred to herein as the “**Reclaimed Water Line Improvements**”) and has agreed to directly reimburse Developer for the differential cost in the materials necessary involved in oversizing the same as hereinafter provided; and

WHEREAS, in order to develop the Property as intended, Developer must also install, in accordance with City technical specifications, approximately four thousand one hundred and sixty-one linear feet (4,161’) of six inch (6”) sanitary sewer force main running from the Project entrance to the existing 6” sanitary sewer force main located adjacent to Kelly Park Road (the “**Sanitary Sewer Force Main Improvements**”); and

WHEREAS, the installation of the Potable Water Line Improvements, the Reclaimed Water Line Improvements and the Sanitary Sewer Force Main Improvements (collectively, the “**Utility Line Improvements**”) will allow the City to provide those services to other properties located between the Project and Kelly Park Road to the south (individually, an “**Additional Benefited Property**” and, collectively, the “**Additional Benefited Properties**”); and

WHEREAS, in addition to reimbursing Developer for the differential cost in the materials necessary in oversizing the Potable Water Line Improvements and Reclaimed Water Improvements (the “**City Material Cost**”), City has agreed, by the terms of this Agreement to implement and collect a Utility Extension Fee attributable to each Additional Benefited Property, which fee shall equal such property’s pro rata share of the net cost incurred by Developer for installation of the Utility Line Improvements (net cost being Developer’s actual cost for installation of the improvements minus City Material Cost) and shall forward each such collected

fee to Developer as reimbursement for extending the Utility Line Improvements to serve such Additional Benefited Property; and

WHEREAS, City Council has determined (1) that installation of the Utility Line Improvements is necessary to service the future utility needs of the Additional Benefited Properties as they are developed; (2) that the Utility Extension Fee bears a reasonable connection to the need for installation of the Utility Line Improvements in order to service future development of the Additional Benefited Properties; (3) that installation of the Utility Line Improvements will directly benefit the Additional Benefited Properties and owners thereof; (4) that an essential nexus exists between projected future development of the Additional Benefited Properties, the need for installation of the Utility Line Improvements, and the benefits that accrue to the Additional Benefited Properties whose owners are responsible for paying the Utility Extension Fee; and (5) that the amount of the Utility Extension Fee to be collected from the owner of each Additional Benefited Property is proportional to the pro rata share of the installation cost of the Utility Line Improvements necessary to service future development of each such Additional Benefited Property; and

WHEREAS, it is the intent of City Council to legislatively create and impose the Utility Extension Fee through and in accordance with Florida Law, the terms of this Agreement, and as further specified herein; and

WHEREAS, Developer, for and on behalf of itself and the successor Homebuilder, agrees to develop the Project upon the Property and to install the Utility Line Improvements in accordance with and subject to the terms of this Agreement for the uses substantially as depicted in the Approvals (the “**Project Uses**”), and to further install such other improvements as are required by the Approvals (the “**Development Improvements**”); and

WHEREAS, City is authorized by home-rule powers to enter into agreements regarding the development and redevelopment of property; and

WHEREAS, the City Council approved a Master Plan for the Project through Ordinance No. _____ on _____, 2018; and

WHEREAS, the City Council scheduled, advertised and held a public hearing on _____, 2018, to consider this Agreement, and heard all persons desiring to speak for or against this Agreement; and

WHEREAS, the City Council duly considered the remarks and comments offered regarding the Agreement made at said public hearings; and

WHEREAS, the Parties desire to enter into this Agreement to provide the citizens of the City a quality development in the form of the Project; and

WHEREAS, Developer hereby affirms and acknowledges that everything contracted for, negotiated, acknowledged and affirmed herein by Developer is done freely and voluntarily.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** Each and all of the foregoing Recitals are declared to be true and correct and are incorporated herein by this reference.
2. **References to Streets and Tracts.** All references to street names and tract numbers in this Agreement correlate with the street and tract names as shall be depicted on the Final Development Plan.
3. **Objectives of Agreement.** The Parties' objectives, each of which is deemed material to the Parties' decision to enter into this Agreement, include but are not limited to the following:
 - (a) City Objectives:
 - (i) To ensure that the Project is constructed and completed in one phase; and
 - (ii) To ensure that the construction of the Development Improvements and the Utility Improvements are consistent with the terms of this Agreement; and
 - (iii) To have Developer dedicate to Orange County, as part of the first recorded Project plat, a thirty-foot (30') wide right-of-way tract along the entire eastern edge of the Property for the future widening of Plymouth-Sorrento Road (the "**Right-of-Way Tract**"); and
 - (iv) To have Developer construct a 12 foot wide trail running from the Property's northern property line to its southern property line and located either within the Right-of-Way Tract if approved by Orange County or, if Orange County declines to approve its construction within the Right-of-Way Tract then within, as a part of and not in addition to, the thirty foot (30') wide landscape buffer that must be installed immediately adjacent to the Right-of-Way Tract, as generally depicted on Exhibit "B" attached hereto; and
 - (v) To have Developer complete construction of the 12 foot wide trail prior to issuance of the 25th building permit; and
 - (vi) To have Developer construct a 10 foot wide trail from the pool area in the northern part of the Project and running south to run along the eastern edge of the two stormwater ponds to the southern edge of the Project and to eventually connect with adjacent properties to the north and south, all as generally depicted on Exhibit "B" attached hereto; and
 - (vii) To have Developer further construct a 4 foot wide trail around the northern, western and southern edge of each of the stormwater ponds and connect to the aforementioned 10 foot wide trail, as generally depicted on Exhibit "B" attached hereto; and
 - (viii) To have the entire 4 foot trail and that portion of the 10 foot trail located adjacent to the ponds constructed no later than issuance of the building permit for the 25th home to be constructed in the Project; and

(ix) To have the balance of the 10 foot trail, community pool area and such other recreation improvements as required as part of the Development Improvements completed no later than issuance of the building permit for the 50th home to be constructed in the Project; and

(x) To have Developer post a performance bond prior to pulling the building permit for the first home to be constructed in the Project in order to ensure completion of the trails, bathhouse/cabana, community pool and recreation facilities as provided herein; and

(xi) To have Developer grant an easement over the entire length of the 4 foot trail, the 10 foot trail and the 12 foot trail to allow public use of same; and

(xii) To have all residential units and structures within the Project constructed in compliance with the KPI-FBC, Neighborhood Character Zone, including architectural standards provided in Section K.2.g and Appendix A of the KPI-FBC, and Land Development Code; and

(xiii) To ensure that that the minimum livable area of constructed homes is 1600 sq. ft.; and

(xiv) To have Developer construct a covered mail kiosk in accordance with the requirements of this Agreement; and

(xv) To have the Utility Line Improvements constructed by Developer in accordance with City Engineering specifications and the terms set forth herein; and

(xvi) To ensure Developer pays its fair pro rata share of the cost of the Utility Line Improvements; and

(xvii) To ensure Additional Benefited Properties pay their fair pro rata share of the cost of the Utility Line Improvements through the implementation of a Utility Extension Fee and to impose same via the terms of this Agreement; and

(xviii) To ensure that Developer or Homebuilder creates a single mandatory homeowners' association (the "**Homeowners' Association**") in accordance with Chapter 720, *Florida Statutes*, to govern the Project and maintain the infrastructure needed to support the Project; and

(xix) To ensure that Homebuilder will not commence construction of any model home until the City Engineer, Fire Chief, and Public Services Director have determined that sufficient stabilized access and potable water are available to the lot or lots upon which Homebuilder proposes to construct a model home.

(b) Developer's Objectives:

(i) To obtain from City timely reviews and approvals for the Project; and

(ii) To clarify Developer's and the successor Homebuilder's rights and obligations regarding the Project; and

(iii) To develop the Project in accordance with the terms and conditions of this Agreement; and

(iv) To ensure both Developer and Additional Benefited Properties pay their fair pro rata share of the cost of the Utility Line Improvements.

4. **Homeowners' Association.** Prior to the issuance of the first residential building permit or issuance of a Certificate of Completion for any common area improvement within the Project, Developer or Homebuilder shall form the Homeowners' Association through the creation of Articles of Incorporation, Bylaws and a Declaration of Covenants, Conditions and Restrictions (the "**Governing Documents**") in accordance with the requirements of Chapter 720, *Florida Statutes*. The Governing Documents shall be consistent with this Agreement. To the extent there is any conflict between the Governing Documents and this Agreement, this Agreement shall supersede the Governing Documents and control. The Homeowners' Association shall exclusively govern all residential development, common areas and amenities within the Project. Developer or Homebuilder shall not create any sub-association within the Project. The Governing Documents shall provide that vehicles shall not be parked on sidewalks or trails and that no vehicle shall be parked in a residential driveway in a manner that any portion of such vehicle contacts, crosses, or obstructs a sidewalk or trail.

5. **Stormwater Ponds.**

(a) **Conveyance of Stormwater Ponds.** At the time the first Project plat is recorded, Developer shall convey the stormwater pond tracts to the HOA or, if the HOA has not yet been formed, to Homebuilder who shall thereafter convey the stormwater pond tracts to the HOA when the HOA is formed. The conveyance of the stormwater pond tracts shall be free and clear of all liens and encumbrances, except for easements of record acceptable to the HOA and City, if any, and shall grant City easement rights to access the stormwater ponds.

(b) **Maintenance Obligations for the Stormwater Pond.** Following conveyance of the stormwater pond tracts to the HOA, the HOA shall be responsible for the operation and maintenance of same. The City shall be granted the right, but not the obligation, to perform maintenance on the stormwater ponds if the HOA fails to properly maintain the same.

6. **Tree Removal and Mitigation.** Developer has submitted a tree survey to City showing existing trees on the Property that are required to be surveyed prior to undertaking land clearing activities. Developer shall obtain an Arbor Permit from City in accordance with Section 5.01.06 of the Land Development Code.

7. **Project to be Completed in Single Phase.** The Project shall be constructed and completed in one phase.

8. **Timing of Construction of Development Improvements.**

(a) Homebuilder shall be responsible for constructing all sidewalks within the Project serving residential lots after the home on the lot has been completed but before a Certificate of Occupancy for the particular home has been issued. The purpose of this timing is to ensure that sidewalks are in place before a resident occupies a home but after all of the construction work on

the lot has been completed so that the sidewalk is not damaged during construction of the home and landscaping of the yard.

(b) Developer shall commence construction of streets, perimeter walls, fence, entrance feature, and associated landscaping in conjunction with the infrastructure for the Project within one year following issuance of the site clearing and grading permit for the Project (unless additional time is granted by the Community Development Director or City Engineer) and complete same prior to recording the plat for the Project. If these Development Improvements have not been completed before a plat is recorded, Developer shall post a performance bond or other financial assurance acceptable to City in an amount equal to 110% of the estimated cost of construction for the particular Development Improvements that have not been completed.

9. **Dedication of Right-of-Way Tract to Orange County.** Developer shall dedicate to Orange County, as part of the first recorded Project plat, a thirty-foot (30') wide right-of-way tract along the entire eastern edge of the Property for the future widening of Plymouth-Sorrento Road (the "**Right-of-Way Tract**").

10. **Internal Street Network.** All internal streets within the Project shall be constructed in accordance with City's engineering and design specifications and will be dedicated to the City at the time of platting.

11. **Construction of Trail System and Grant of Easement for Public Use.** Developer shall construct the following trails, all as generally depicted on Exhibit "B" attached hereto, and shall dedicate an easement over each in favor of the public at large:

(a) a 12 foot wide trail running from the Property's northern property line to the Property's southern property line and located either within the Right-of-Way Tract if construction thereof within the Right-of-Way Tracts is approved by Orange County, or, if Orange County declines to approve construction of such trail within the Right-of-Way Tract then Developer shall construct it within the thirty foot (30') wide landscape buffer Developer is required to install immediately adjacent to the Right-of-Way Tract. If the 12 foot wide trail is constructed within the landscape buffer, then it shall be included within the required 30 feet and not in addition thereto (i.e., Developer shall not be required to install a 30 foot landscape buffer plus an adjacent 12 foot wide trail) and Developer shall dedicate to City, as part of the first recorded Project plat, the 12 foot wide trail as a tract shown on the plat. Regardless of the trail's final location, Developer is obligated to physically construct the 12 foot wide trail and may not pay a fee in lieu of constructing the trail under any circumstance.

(b) a 10 foot wide trail from the pool area in the northern part of the Project and running south to run along the eastern edge of the two stormwater ponds to the southern edge of the Project and to eventually connect to the adjacent properties to the north and south. Developer shall dedicate to HOA, as part of the first recorded Project plat, a tract for the 10 foot wide trail depicted on the plat for future public dedication. There shall be a condition shown on the plat that the HOA dedicate the trail tract to the County or the City upon request by either respective local government.

(c) a 4 foot wide trail around the northern, western and southern edge of each of the stormwater ponds and connect to the aforementioned 10 foot wide trail.

Developer shall complete construction of the 12 foot wide trail, the entire 4 foot trail, and that portion of the 10 foot trail located adjacent to the ponds prior to issuance of the building permit for the 25th home to be constructed in the Project. The balance of the 10 foot trail shall be completed prior to issuance of the building permit for the 50th home to be constructed in the Project. Prior to issuance of a Building Permit for construction of the first home in the Project Developer shall post a performance bond or other financial assurance acceptable to City in an amount equal to 110% of the estimated cost of construction in order to ensure completion of the trails as provided herein. Such performance bond or other financial assurance may be combined with the performance bond or other financial assurance assuring the completion of other Development Improvements.

12. **Issuance of Building Permit for Model Homes.** Under no circumstance will City issue a building permit for a model home until the City Engineer, Fire Chief, and Public Services Director have determined that sufficient road access and potable water are available to the lot or lots upon which Homebuilder proposes to construct a model home.

13. **Construction of Community Pool and Recreation Facilities.** Developer shall complete construction of the bathhouse/cabana, community pool and such other recreation improvements as required by the Approvals prior to issuance of the building permit for the 50th home to be constructed in the Project. Prior to issuance of a Building Permit for construction of the first home in the Project Developer shall post a performance bond or other financial assurance acceptable to City in an amount equal to 110% of the estimated cost of construction in order to ensure completion of the bathhouse/cabana, community pool and other recreation improvements as provided herein. Such performance bond or other financial assurance may be combined with the performance bond or other financial assurance assuring the completion of other Development Improvements.

14. **Construction of Covered Mail Kiosk.** A covered mail kiosk with adequate temporary parking shall be depicted on the Final Development Plan located adjacent to the bathhouse/cabana. At the time of Developer's submission of the proposed Final Development Plan to City, Developer shall provide to City a letter from the local U.S. Post Master indicating that he/she is in favor of the location of the kiosk.

15. **Architectural Standards.**

(a) Homebuilder shall provide architectural renderings of all residential units and structures, bathhouse/cabana, and covered mail kiosk at the time of submission of the proposed Final Development to City.

(b) All residential units and structures within the Project shall be constructed in compliance with the KPI-FBC, Neighborhood Character Zone, including architectural standards provided in Section K.2.g and Appendix A of the KPI-FBC and Land Development Code.

(c) The minimum livable area of a home shall be 1,600 sq. ft.

16. **Construction of Utility Line Improvements.** Developer shall design, engineer, permit, construct, install and complete the Utility Line Improvements at its sole initial cost and expense, but subject to reimbursement as provided in paragraphs 18 and 20 hereof, prior to issuance of the first certificate of occupancy for the Project. Should additional public right-of-way or public utility

easements be required for installation of the Utility Line Improvements, City shall exercise its best efforts to acquire the same, at its sole cost and expense, in a timely manner so as not to delay the Project. Developer shall post a performance bond or other financial assurance acceptable to City in an amount equal to 110% of the estimated cost of the Utility Line Improvements as provided herein. Such performance bond or other financial assurance may be combined with the performance bond or other financial assurance insuring the completion of other Development Improvements. Following City's final inspection of the Utility Line Improvements and Developer's receipt of written notification from City that the Utility Line Improvements have been completed in conformance with the permitted construction plans and any other applicable construction, permitting or engineering requirements, Developer shall convey the Utility Line Improvements via a Bill of Sale to the City. Such conveyance shall be free and clear of any liens, charges, claims or other encumbrances against title to the Utility Line Improvements.

17. **Developer's Provision to City of Cost Calculations.** Upon Developer's receipt of written notification from City that the Utility Line Improvements have been completed in conformance with the permitted construction plans and any other applicable construction, permitting or engineering requirements, Developer shall provide the City with:

(a) a detailed accounting of the actual costs incurred by Developer for materials and installation of the Utility Line Improvements with supporting documentation for all such costs. The accounting shall separate such costs by those attributable to the Potable Water Line Improvements, those attributable to the Reclaimed Water Line Improvements, and those attributable to the Sanitary Sewer Force Main Improvements;

(b) a calculation of the City Material Cost (i.e., the differential in the cost of materials related to upsizing those lines from 8" to 12") with regard to the Potable Water Line Improvements and Reclaimed Water Line Improvements; and

(c) a calculation of the cost of each individual utility line of the Utility Line Improvements, per linear foot (an individual line's respective "**PLF Cost**"). The PLF Cost of each such utility line shall be determined by dividing the total cost incurred by Developer for that particular line, excluding the City Material Cost for such line, if any, by the distance between the point where such line connected to an existing main (the "Point of Connection") and the northern terminus of such line.

18. **City's Review of Cost Calculations & Reimbursement of Oversizing Material Cost Differential.** City Council, at its next regular meeting following City's receipt from Developer of the calculations required above in Section 17, shall review such calculations and may accept or dispute same. If the City Council accepts such calculations, or fails to dispute them at the City Council meeting at which they are reviewed, then the City shall promptly reimburse Developer for the City Material Cost of the Potable Water Line Improvement and Reclaimed Water Line Improvements by paying such amounts directly to the Developer within thirty (30) days. In the event City disputes such calculations it shall notify Developer of the basis for its dispute within five (5) business days of the City Council meeting at which they are reviewed and shall specifically identify what it is disputing and why. The City shall pay any undisputed amount in accordance with the above terms while the Parties proceed to work in good faith to resolve the disputed amount. If the dispute is not resolved within the next two regular City Council meetings following

Developer's receipt of notice of such dispute, then Developer shall be free to seek resolution by a court of competent jurisdiction. The Parties shall adjust the calculations in Section 17 at the time any such dispute is resolved in accordance with the terms of such resolution.

19. Imposition and Collection of Utility Extension Fee for Additional Benefited Properties.

(a) For a period of ten (10) years following the date City accepts conveyance of the Utility Line Improvements, the City, through its Public Services Director, or his/her designee, shall impose and collect a Utility Extension Fee for each Additional Benefited Property which connects to the Utility Line Improvements as calculated and collected in accordance with the procedures specified within this section. The City hereby imposes such Utility Extension Fee in accordance with the terms of this Agreement and as specified herein.

(b) When the authorized representative of the owner of an Additional Benefited Property ("**Owner's Representative**") provides notice to the City's Public Services Department of intent to connect such property to the Utility Line Improvements, the Public Services Director, or his/her designee, shall calculate the Utility Extension Fee as follows:

(i) First, calculate the pro rata length of each individual utility line of the Utility Line Improvements to which an Additional Benefited Property ("**PRL**") intends to connect. The PRL of each such line shall be calculated as the distance between the southernmost point of the Additional Benefited Property which is adjacent to Plymouth Sorrento Road (said point being the point where the owner of the Additional Benefited Property would have been required to extend such utility line in order to serve such property had Developer not already completed the Utility Line Improvements) and the southernmost point of the parcel located immediately south of the Additional Benefited Property which is adjacent to Plymouth Sorrento Road.

(ii) Second, the PRL for each individual utility line shall then be multiplied by the respective PLF Cost of such line as provided per Section 17(c) and the result further multiplied by 0.5 (thereby accounting for the fact that properties on both the east and west side of Plymouth Sorrento Road shall ultimately connect to the Utility Line Improvements and avoiding double reimbursement of the cost of each linear foot). The resulting number shall be that Additional Benefited Property's pro rata share for the respective line.

$$\text{Additional Benefited Property's pro rata share for each line} = (\text{PRL})(\text{PLF Cost})(0.5)$$

(iii) Finally, the total Utility Extension Fee attributable to the Additional Benefited Property shall be calculated as the sum of the pro rata shares of each of the individual utility lines of the Utility Line Improvements to which the property will connect.

(c) The City's Public Services Director, or his/her designee, shall provide written notice to the Owner's Representative and the Developer within ten (10) days of receipt of the Additional Benefited Property's application to connect to the Utility Line Improvements which notice shall:

(i) identify the Utility Extension Fee attributable to the Additional Benefited Property and show the calculations as to how such fee was derived; and

(ii) require payment of the Utility Extension Fee in full prior to the date the Additional Benefited Property connects to any of the Utility Line Improvements.

(d) The City shall not charge a Utility Extension Fee more than once for an Additional Benefited Parcel, or any subdivided portion thereof, regardless of how many times it may be subsequently redeveloped except in the event it is necessary to remedy an undercharge in collection per subsection (e) below.

(e) If the PRL cost is under dispute per Section 18, then the PRL cost last provided by Developer to City shall be used for purposes of the calculations in this section. If the PRL cost is reduced or increased per resolution of such dispute, then the Utility Extension Fee shall be recalculated accordingly. Any overcharge collected shall be remitted to the appropriate party within thirty (30) days of resolution of such dispute. Any undercharge will be collected in accordance with the terms of this Agreement and distributed accordingly.

20. **Reimbursement of Utility Extension Fee to Developer.** City shall forward to Developer the sum of each Utility Extension Fee collected within thirty (30) days following such collection.

21. **Development Approvals.** This Agreement shall in no manner constitute a development approval regarding the Property or Project. Developer and successor Homebuilder must comply with all applicable provisions of the City's Comprehensive Plan, Kelly Park Interchange Form-Based Code and Land Development Code regarding the development of the Property and the Project.

22. **Development Review for Subject Property.** Developer shall provide all information on the Property necessary for the required development reviews. City shall process the Developer's applications, licenses, and permits so long as Developer has sufficiently complied with the application procedures for each process as set forth in the Code and adopted procedures.

23. **Developer and Homebuilder Obligations as to Development of Subject Property.**

(a) Except as otherwise set forth herein as the responsibility of City, Developer shall design, permit and construct, at its own cost and expense, all Development Improvements related to the Project.

(b) The Development Improvements shall be constructed in accordance with the construction plans approved by City through its standard Final Development Plan review process.

(c) At the time of issuance of any building permits for the Project, Homebuilder shall pay to City all applicable City impact fees in amounts which are in effect at the time of building permit issuance and provide proof that Homebuilder has paid all applicable School impact fees and required mitigation payments, if any, to the School Board of Orange County.

24. **Consistency with City's Comprehensive Plan.** City hereby finds that this Agreement is consistent with the City's Comprehensive Plan and other City governing documents, and is a legislative act of the City Council. City further finds that this Agreement promotes the public health, safety, and welfare, and is consistent with, and a proper exercise of, City's powers under

the Municipal Home Rule Powers Act, as provided in Section 2(b), Article VIII of the Florida Constitution, Chapter 166.021, *Florida Statutes*, and City's police powers.

25. **Minor (aka "Insubstantial") Amendments and Adjustments.** The Parties agree that a Project of this type requires ongoing day-to-day decisions that may result in minor or insignificant changes to the Project (in addition to Administrative Adjustments). Such "**Minor Adjustments**" are those which do not materially affect or modify the Project and are typical of developments of this type. No such Minor Adjustment may modify or otherwise adversely impact the criteria outlined in the approved Preliminary Development Plan or approved Final Development Plan. Developer is authorized to make such Minor Adjustments as are necessary in its professional discretion and in the ordinary course of business with approval of City or City Designee. If Developer is in doubt as to whether a matter is a Minor Adjustment, Developer may from time to time request the concurrence of City Designee that a particular matter involves a Minor Adjustment, which request for concurrence shall be in writing, and which concurrence shall also be in writing, shall not be unreasonably withheld, conditioned or delayed, and shall be binding upon City and Developer.

26. **Obligation to Adhere to Requirements of Law.** Developer and City agree that they and their respective successors and assigns will be bound by the provisions of this Agreement, as well as all applicable Federal, State and local laws, as the same may be amended or created from time to time. No clause or provision of this Agreement shall be construed or excuse the observance of any requirement of any law by Developer or City. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer or City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

27. **Covenants and Terms.** The conditions and covenants set forth herein shall be construed as covenants running with the Property which shall survive any termination of this Agreement unless otherwise specifically stated herein, and shall be binding upon Developer, City and their assigns and successors in interest, and shall inure to the benefit of Developer, City and their assigns and successors in interest, but shall not be deemed to extend private rights to any person or entity other than the Parties hereto and their successors and assigns. City enters this Agreement based, in part, upon Developer's experience, reputation and expertise. This Agreement shall not be assignable by Developer, or any assignee of Developer, without City's prior written approval, which City may provide or withhold in its sole discretion. City hereby agrees that this Agreement may be assigned to the intended Homebuilder as that term is defined herein. Notwithstanding the foregoing, in the event that a project mortgagee (or its nominee) shall acquire title to the Property through foreclosure or deed in lieu of foreclosure, such affiliate of Developer or project mortgagee (or its nominee) shall be deemed a permitted assignee under this Agreement, provided such assignee gives City prompt notice of the acquisition thereby of the Property, and such assignee agrees to assume and timely perform all of the covenants and obligations of Developer under this Agreement accruing from and after the date of such acquisition of title. This Agreement shall be effective from the Effective Date (as hereinafter defined) until such time as the Master Plan is no longer effective unless sooner terminated by Developer or City pursuant to a specific right of termination set forth in this Agreement. If construction of the Project has not commenced within three (3) years following the Effective Date, then this Agreement shall expire and be of no further force or effect. Once the Development Improvements have been completed and all obligations herein satisfied, this Agreement shall be deemed terminated except as expressly set forth in this

Agreement. Within fifteen (15) days following the written request of Developer, City shall execute an instrument in recordable form acknowledging that the any and all obligations under and pursuant to this Agreement have been fully satisfied and performed, and that this Agreement has terminated, or if termination has not then occurred, specifying which, if any, obligations under this Agreement remain unsatisfied or unperformed, and Developer may record any such instrument in the Public Records of Orange County, Florida.

28. **Cooperation.** Developer and City shall reasonably cooperate and act in good faith with each other to achieve the terms, conditions, and intentions of this Agreement, particularly with regard to specific dates set forth herein. In connection with Developer's applications for City development licenses, permits and approvals necessary to construct the Project and Development Improvements in accordance with the final site plan, City agrees to process and review any and all applications associated with Developer's licenses, permits (including building permits) and approvals in good faith and in a prompt and diligent manner. However, Developer recognizes and concedes that, in the exercise of its regulatory police power, City must review and act upon Developer's permit applications in substantially the same manner as in the case of applications for all other property owners, and City's decision-making in the course of exercising its police power cannot be waived, divested, or otherwise diminished by contract. City further agrees to formally designate the City Administrator or his designee to facilitate approvals, expedite permits and to act as liaison between City and Developer.

29. **Amendments.** This Agreement may not be amended, unless evidenced in writing and executed by both Parties hereto.

30. **Indemnification.** Developer shall defend, indemnify and hold harmless City from and against any and all suits, claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees), which City may incur (or which may be claimed against City by any Party whomsoever) by reasons of or in connection with the design, construction or maintenance of the Development Improvements and public infrastructure. Nothing herein shall require Developer to indemnify City or its agents for their own negligence. This paragraph shall survive expiration or earlier termination of this Agreement.

31. **Default.** Failure by either Party to perform any of its obligations hereunder shall constitute a default, entitling any non-defaulting Party to pursue such remedies as may be available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief or termination hereof. Prior to termination of this Agreement or either Party filing an action as a result of a default under this Agreement, the non-defaulting Party shall first provide the defaulting Party with written notice of said default. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity in which to cure the default, except where otherwise provided herein. Notwithstanding the foregoing, if Developer determines, in Developer's sole discretion and prior to commencing development of the Project (including commencement of the Utility Line Improvements), that market conditions or other factors have made proceeding with the Project unadvisable, then, in that instance, Developer shall be free to terminate this Agreement without penalty or claim of damages by City by providing written notice of termination to City no less than thirty (30) days prior to the effective date of termination. Developer hereby acknowledges and agrees that one or more Project Approvals may expire after

Developer has elected to terminate this Agreement and further acknowledges and agrees that City is not obligated to renew such Approvals or grant similar Approvals in the future.

32. **Attorneys' Fees.** In the event of default, the prevailing Party shall have the right to recover all reasonable attorneys' fees and court costs incurred as a result thereof, in addition to all other remedies provided herein.

33. **Bankruptcy.** In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement and accelerate, making immediately due and payable, all sums levied against the Property at the time of the occurrence of an event described in (a) or (b) above. The occurrence of an event described in (a) or (b) above shall not afford any person the right to refuse, discontinue or defer payment of said sums or to challenge their validity.

34. **No Liability or Monetary Remedy.** Developer hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on City, and that City bears no liability for direct, indirect or consequential damages. The only remedies available to Developer for any breach by City are actions for declaratory judgment and/or mandamus to require City's specific performance under the terms and conditions of this Agreement.

35. **Force Majeure.** Except as otherwise expressly provided in this Agreement, no Party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including but not limited to the weather, strikes or labor disputes, adverse rulings in third-party lawsuits, casualty, war, terrorist acts, riots or civil disturbances, acts of civil or military authorities, or acts of God (individually, a "force majeure") provided the Party affected takes all reasonably necessary steps to resume full performance; provided however, that if any such force majeure shall continue for three hundred sixty-five (365) consecutive days, any Party shall have the right to terminate this Agreement without incurring any penalty.

36. **Gender, Number and Subtitles.** As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

37. **Notice.** Any notice required or allowed to be delivered hereunder shall be in writing and shall be: (a) hand delivered to the official hereinafter designated, effective upon such delivery; (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, effective upon receipt of such notice; (c) deposited with a nationally recognized overnight courier service (*e.g.*, Federal Express, United Parcel Service, Purolator, Airborne, Express Mail, etc.), effective one (1) business day after such deposit; or (d) delivered by facsimile (fax) transmission, effective upon confirmed transmission; addressed to a Party at the address specified below, or such other address as from time to time may be provided by written notice:

City: City Administrator
120 East Main Street
Apopka, FL 32703
Telephone: (407) 703-1712

Copy to: Cliff Shepard, Esq.
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751
Telephone: (407) 622-1772

Developer: BB Bridle Path LLC
Attn: Alan Margoluis
7910 Woodmont Ave., Ste. 1165
Bethesda, MD 20814
Telephone: (202)-332-6600

Copy to: Shutts & Bowen, LLP
Attn: Brian Jones
300 S. Orange Ave., Ste. 1600
Orlando, FL 32801
Telephone: 407-835-6937

38. **Severability.** Invalidation of any word, clause, sentence, or section contained herein due to illegality, unconstitutionality, or for any other reason and as determined by a court of competent jurisdiction shall not act to cause this entire Agreement to be found to be invalid, illegal or unconstitutional, and said documents shall be read without such invalid, illegal or unconstitutional word, clause, sentence or section.

39. **Recording in Public Records.** A memorandum of this Agreement, executed by both Parties shall be recorded in the Public Records of Orange County, Florida (“**Effective Date**”). The City Clerk shall insure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by both Parties.

40. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute on and the same instrument.

41. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the Parties in writing.

42. **Negotiation**. Each Party hereto hereby acknowledges that he was properly represented in the negotiation of this Agreement and this Agreement shall not be more strictly construed against one Party or the other as a result of such Party's participation in the drafting of this Agreement.
43. **No Third-Party Beneficiaries**. The Agreement is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.
44. **Relationship of the Parties**. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between City and Developer. Developer cannot create any obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that the other Party hereto is not acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by Developer as an inducement to entering into this Agreement.
45. **Controlling Law**. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of City now in effect and those hereinafter adopted.
46. **Venue**. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
47. **Personal Liability**. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of City hereunder.
48. **No General Obligation**. In no event shall any obligation of City under this Agreement be or constitute a general obligation or indebtedness of City or a pledge of the ad valorem taxing power of City, within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither Developer nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of City or any other governmental entity or taxation in any form on any real or personal property to pay City's obligations or undertakings hereunder.
49. **Agency**. Developer and City, and their agents, contractors or subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of each other.
50. **Sovereign Immunity**. Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to §768.28, *Florida Statutes*.

51. **City's Police Power and Regulatory Powers.** City hereby reserves all police and regulatory powers granted to City by law. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as City's bargaining away, surrendering, or in any way diminishing its police or regulatory powers.

52. **Interpretation.** The Parties hereby acknowledge and agree that each has participated equally in the drafting of this Agreement, and neither Party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the Parties.

53. **Compliance with Public Records Law.** Pursuant to Section 119.0701, *Florida Statutes*, when Developer provides services to City by constructing public infrastructure or improving City property under the terms of the Agreement, Developer shall comply with the public records laws set forth in Chapter 119, *Florida Statutes*, and any successor statute. Specifically, the Developer shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service provided to City;

(b) Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

(d) Meet all requirements for retaining public records and transfer, at no costs to City, all public records in possession of Developer upon completion, inspection, and issuance of a Certificate of Occupancy for the completed services on City property, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

(e) Upon request of City, Developer shall promptly provide City with copies of public records which pertain to this Agreement.

(f) In the event that Developer receives a request from any person or entity other than City for a document, computerized information, audio or videotape, CD, DVD, or any other record in Developer's possession pursuant to this Agreement, Developer shall notify City immediately and submit the request to City for direction on how to comply with Florida's Public Records Law. Developer shall allow City to inspect the requested record to advise Developer if any material therein is exempt or confidential and therefore subject to redaction.

54. **Condemnation.** If, prior to obtaining all necessary permits and approvals to construct the public infrastructure and/or Development Improvements, all or any part of the Property is subjected to a bona fide threat of condemnation by a body having the power of eminent domain or is taken by eminent domain or condemnation (or sale in lieu thereof), or if City and/or Developer has received written notice that any condemnation action or proceeding with respect to the Property is contemplated by a body having the power of eminent domain, each shall give the other

immediate written notice of such threatened or contemplated condemnation or of such taking or sale, and each may, by written notice to the other, given within thirty (30) days after the receipt of such notice, elect to cancel this Agreement as it relates to the portion of the Property affected by such condemnation. Further, City agrees not to use its powers of eminent domain in any way which would modify or alter the Preliminary Development Plan or Final Development Plan, provided that this paragraph shall not abrogate City's police powers.

55. **Effective Date.** The "Effective Date" of this Agreement is the date when the memorandum of this Agreement is duly recorded in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the Parties have set their hands and seals onto this Agreement prior to the Effective Date.

Signed, sealed and delivered
in the presence of:

CITY OF APOPKA, FLORIDA

Print Name: _____

By: _____

Print Name: _____

Date: _____

Attest _____
_____, City Clerk

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this ____ day of _____, 2018, by _____, _____ of the City of Apopka, on behalf of the CITY OF APOPKA, FLORIDA, a Florida municipal corporation, who is __ personally known to me or has produced _____ as identification.

Notary Public

Print Name: _____

BRIDLE PATH LLC, a Florida limited liability company

Print name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2018, by _____, as _____ of **BB Bridle Path LLC**, a Florida limited liability company, on behalf of the company, who is ___ personally known to me or has produced _____ as identification.

Notary Public

Print Name: _____

EXHIBIT "A"

(Legal Description of Property)

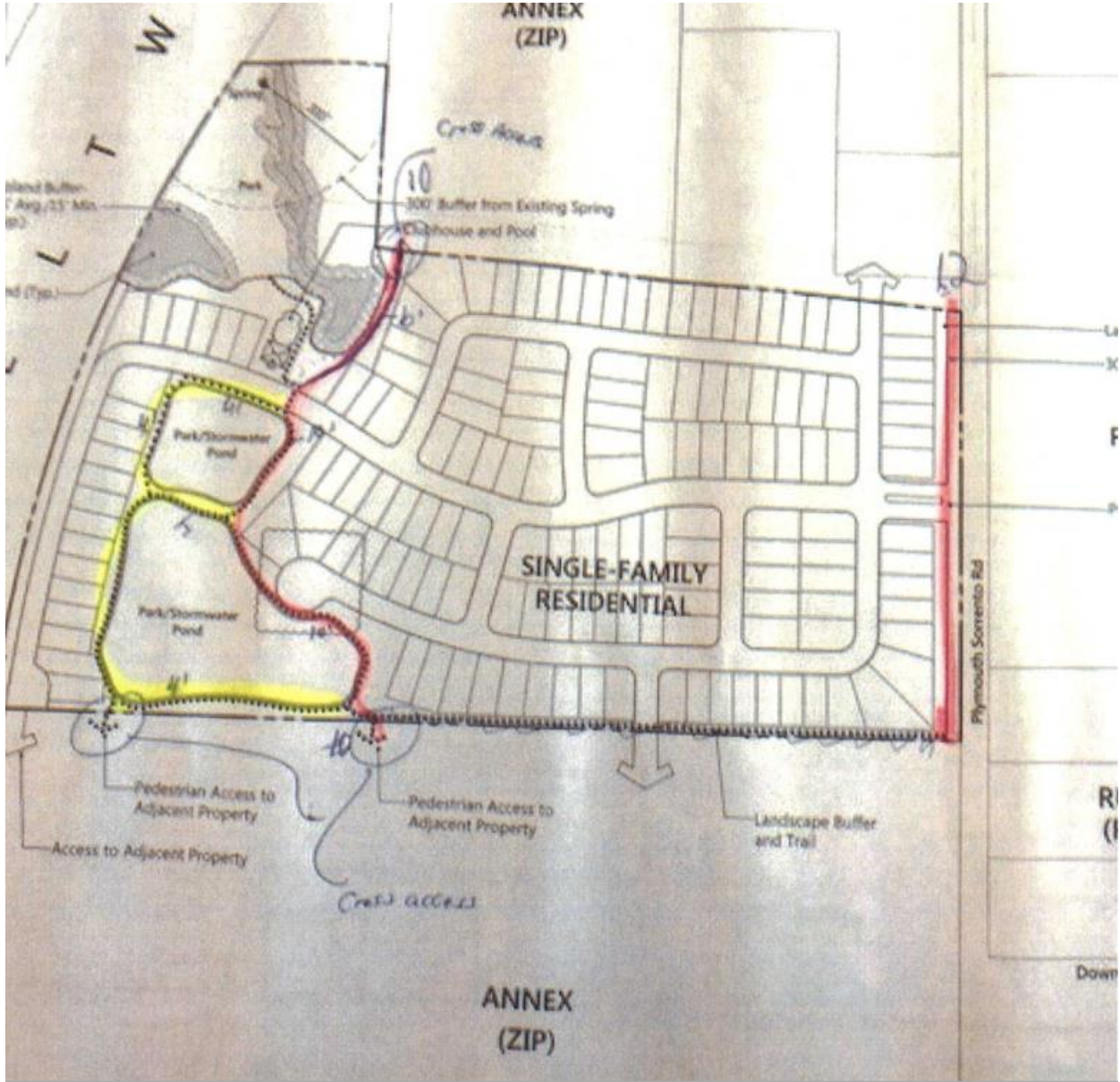
A portion of land being in the East half of Section 12, Township 20 South, Range 27 East, Orange County, Florida and being more particularly described as follows:

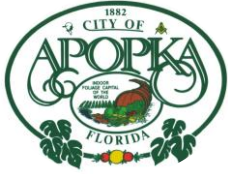
Commence at the northeast corner of the northeast quarter of said Section 12; thence run along the East line of said northeast quarter, South 00° 01' 00" East, 1876.80 feet, thence leaving said East line run North 85° 36' 15" West, 30.09 feet to a point on the West Right of Way line for Plymouth Sorrento Road, per Deed Book 402, Page 136, Public Records of Orange County, Florida, said point also being the POINT OF BEGINNING; thence run along said West Right of Way line, South 00° 01' 00" East, 930.83 feet; thence leaving said West Right of Way line run, South 89° 11' 53" West, 2091.56 feet to a point on the easterly Right of Way line of State Road 429 (Wekiva Parkway), as shown on the Central Florida Expressway Authority Right of Way Map, from Project Number 429-203, said point being on a non-tangent curve, concave to the East, having a radius of 3300.00 feet, a central angle of 027° 09' 28", a chord bearing of North 16° 13' 21" East and a chord distance of 1549.57 feet; thence run along said easterly Right of Way line and arc of said curve 1564.18 feet to a point of non-tangency; thence leaving said easterly Right of Way line run, North 89° 21' 40" East, 339.02 feet; thence run, South 00° 14' 16" West, 429.96 feet; thence run, South 85° 36' 15" East, 1325.37 feet to the POINT OF BEGINNING.

Said portion of land contains 51.091 Acres more or less.

EXHIBIT "B"

(Bridle Path Trail Plan)





CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Preliminary Development Plan

MEETING OF: June 20, 2018
 FROM: Community Development
 EXHIBITS: Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Use Map
 KPC Form Based Code Map
 Preliminary Development Plan

SUBJECT: PRELIMINARY DEVELOPMENT PLAN – BRIDLE PATH RESIDENTIAL SUBDIVISION

REQUEST: APPROVE THE PRELIMINAY DEVELOPMENT PLAN FOR THE BRIDLE PATH KELLY PARK CROSSING FORM-BASED CODE SUBDIVISION

SUMMARY:

OWNER: AHIFO-18, LLC
 APPLICANT: VHB – c/o Jim Hall
 LOCATION: West of Plymouth-Sorrento Road and east of SR 429, approximately one-half mile north of the intersection of Kelly Park Road and Plymouth-Sorrento Road
 PARCEL ID NUMBERS: 12-20-27-0000-00-032; 12-20-27-0000-00-090
 EXISTING USE: Vacant, abandoned two story house and horse stables
 FLUM DESIGNATION: Mixed-Use Interchange
 CURRENT ZONING: Mixed-Use Interchange
 OVERLAY DISTRICT: KPC – Neighborhood District
 PROPOSED DEVELOPMENT: 152 single family homes; Pool house, multi-use trails
 PROPOSED ZONING: Kelly Park Interchange Mixed-Use (KPI-MU)
 TRACT SIZE: 51 +/- acres

FUNDING SOURCE: N/A

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

RELATIONSHIP TO ADJACENT PROPERTIES:

| <i>Direction</i> | <i>Future Land Use</i> | <i>Zoning</i> | <i>Present Use</i> |
|------------------|------------------------|---------------------|-------------------------------------|
| North (City) | Rural | A-1 (ZIP) | Single-family residential/woodlands |
| East (County) | Rural | A-1 | Woodlands/Plymouth-Sorrento Road |
| South (City) | Rural | RCE-2 (ZIP) | Equestrian track |
| West (City) | None | SR 429 right-of-way | SR 429 |

ADDITIONAL INFORMATION: The owner of the subject property is requesting approval of a Preliminary Development Plan for a 152 unit, single-family detached subdivision located east of SR 429 and west of Plymouth-Sorrento Road, approximately one-half mile north of the intersection of Kelly Park Road and Plymouth-Sorrento Road. The owner is AHIFO-18, LLC. The property is located within the one-mile radius from the SR 429/Kelly Park Road interchange and is subject to the requirements of the Kelly Park Interchange Form Based Code, including its architectural standards for single family homes.

Development and implementation of the Bridle Path PDP shall be consistent with Bridle Path zoning ordinance no. 2656 and the Bridle Path Development Agreement.

Development Profile:

No. of residential lots: 152 single family homes, detached
 Minimum lot width: 50 feet
 Minimum lot depth: 110 Feet
 Minimum lot size: 5,500 square feet (all proposed\FBC has no minimum lot size)
 Minimum house livable area: 1,600 square feet (proposed\FBC does not address)

Setbacks:

Front: Min. 15 feet – Max. 30 feet
 Rear: Min. 20 feet
 Side: Min. 5 feet
 Garage: Same as front

Overflow Parking: None

Driveway length: Min. 15 feet – Max. 30 feet

On-street parking: None proposed

Max. number of floors: Two

Parking: Two spaces per house within the lot (enclosed or exterior; FBC does not require enclosed parking). No overflow parking proposed.

Amenities:

- Pool house with cabana; on-street parking spaces
- Walking paths around stormwater ponds (developer proposes mulch\staff recommends established surface – concrete or asphalt)
- Regional Trails: two – along Plymouth-Sorrento Road, and internal along stormwater pond and wetland edges.

PROJECT DESCRIPTION: The Preliminary Development Plan proposes development of the property with a total of 152 single-family homes with a minimum lot size of 50-foot by 110-foot and a minimum living area of 1,600 square feet. The property is located within the one-mile radius from the SR 429/Kelly Park Road interchange and is subject to the requirements of the Kelly Park Interchange Form Based Code. There are no minimum and maximum lot size and living area requirements in the Kelly Park Interchange Form Based Code. The project may be developed in multiple phases, with each phase determined upon submittal of the Final Development Plan. The Preliminary Development Plan details design of the proposed subdivision in accordance with the requirements of the Kelly Park Interchange Form Based Code, and the Neighborhood character zone, which primarily allows single-family homes as permitted uses. The surrounding properties consist of single-family residential and agricultural uses.

Roads and Paths - Access to the site is proposed via Plymouth-Sorrento Road. A dedication of a 30-foot wide strip for future right-of-way needs for Plymouth-Sorrento Road is detailed on the Master Plan. Behind this strip, a 30-foot area will be reserved for a landscape buffer along Plymouth-Sorrento Road. Three roadway connections will be provided to allow cross-access to the properties to the north and south at such time they develop. The Preliminary Development Plan details the design of the internal street system with public streets utilizing a walkable grid design, which is a fused grid design that includes varied street, sidewalk and pedestrian pathways throughout a development that links developments. A 10-foot wide trail will be constructed within the development, and connections to the properties to the north and south will be provided to facilitate development of a regional trail system. A cul-de-sac is provided in the southwestern corner of the site, adjacent to the park and stormwater pond, and is provided to accommodate trail connection and to create an open space corridor along stormwater pond system and wetland area. Properties adjacent to the cul-de-sac will have access to the trail system which will allow pedestrian access to the common areas internal to the development. The developer will provide a 12-foot wide multi-purpose trail along the portion of the development abutting Plymouth-Sorrento Road to help facilitate the construction of the regional trail system.

Environmental\Open Space - A wetland area exists in the northwest corner of the development. A spring is located within the wetland area. Per the Comprehensive Plan, a 300-foot buffer will be provided around the spring. Stormwater ponds are located in the southwestern corner of the site. Four-foot wide walking paths are provided around the perimeter of the ponds. Twenty-percent of the total site area will remain as open space in accordance with the requirements of the Form Based Code. Common recreation elements include a clubhouse with a pool, an internal trail system, preserved wetlands, upland buffers, and a park/stormwater facility.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the Mixed-Use Interchange Future Land Use designation and is consistent with the Kelly Park Interchange Form Based Code.

SCHOOL CAPACITY REPORT: A School Capacity Enhancement Agreement has been approved by OCPS. The location is served by the following schools: Zellwood Elementary, Wolf Lake Middle, and Wekiva High School. No development activity shall occur on the subject property until the developer has obtained a school concurrency mitigation agreement or letter from OCPS.

ORANGE COUNTY NOTIFICATION: Pursuant to Section 7 of the Joint Planning Area agreement, Orange County was notified on April 3, 2018.

PUBLIC HEARING SCHEDULE:

May 22, 2018 - Planning Commission (5:30 pm)

June 20, 2018 – City Council (7:00 pm)

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the Bridle Path Preliminary Development Plan.

The **Planning Commission**, at its meeting on May 22, 2018, found the Bridle Path Preliminary Development Plan consistent with the Comprehensive Plan, Kelly Park Interchange Form Based Code, and Bridle Path Master Plan; and unanimously recommended approval of the Bridle Path Preliminary Development Plan subject to the findings of this staff report and City Council approval of a Development Agreement.

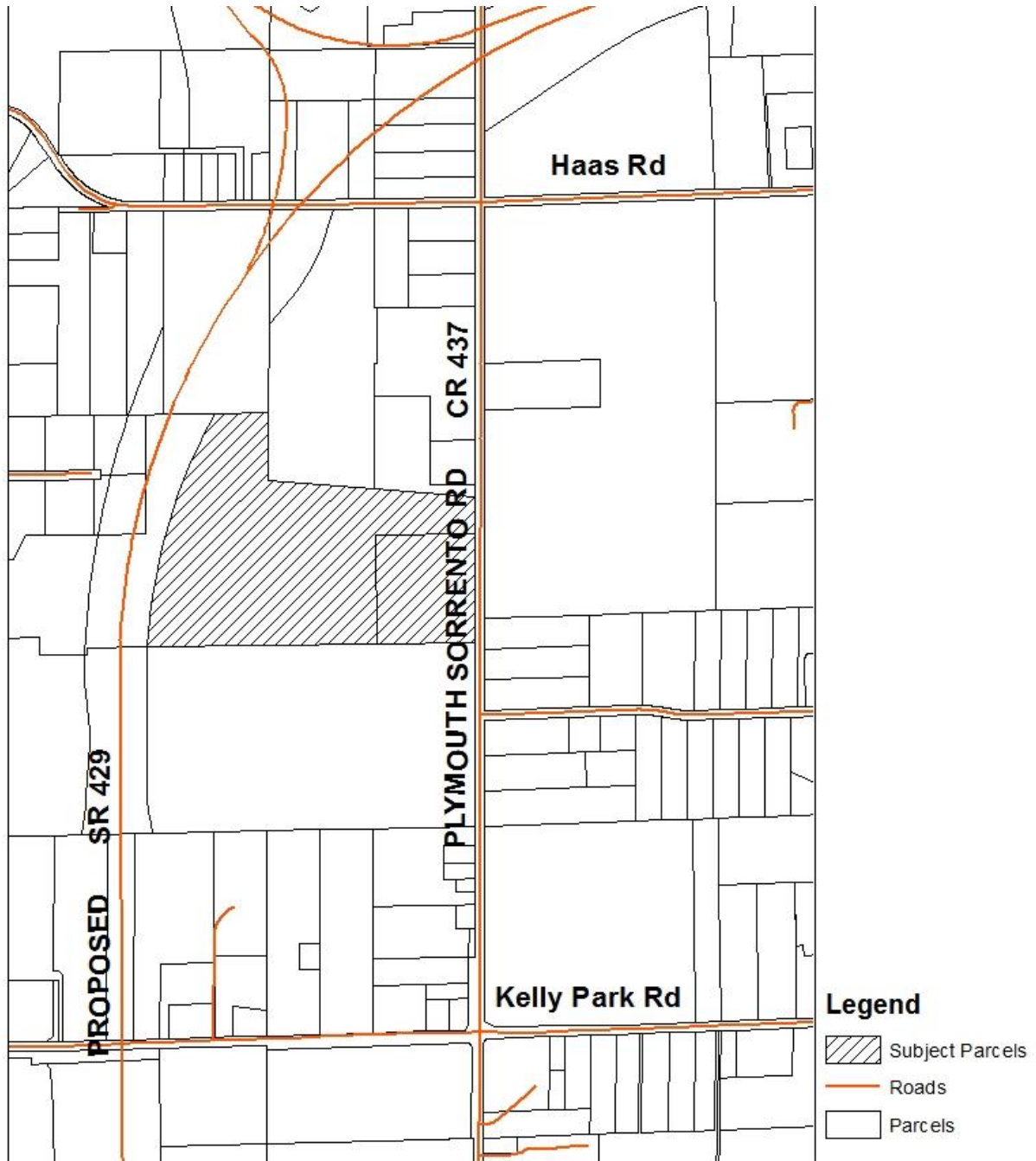
City Council: Approve the Bridle Path Preliminary Development Plan, subject to the recording of the Bridle Path Development Agreement.

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.

Project: BRIDLE PATH
Owned by: AHIFO-18, LLC
Located: West of Plymouth-Sorrento Road and east of SR 429
Parcel ID#s: 12-20-27-0000-00-032, 12-20-27-0000-00-090

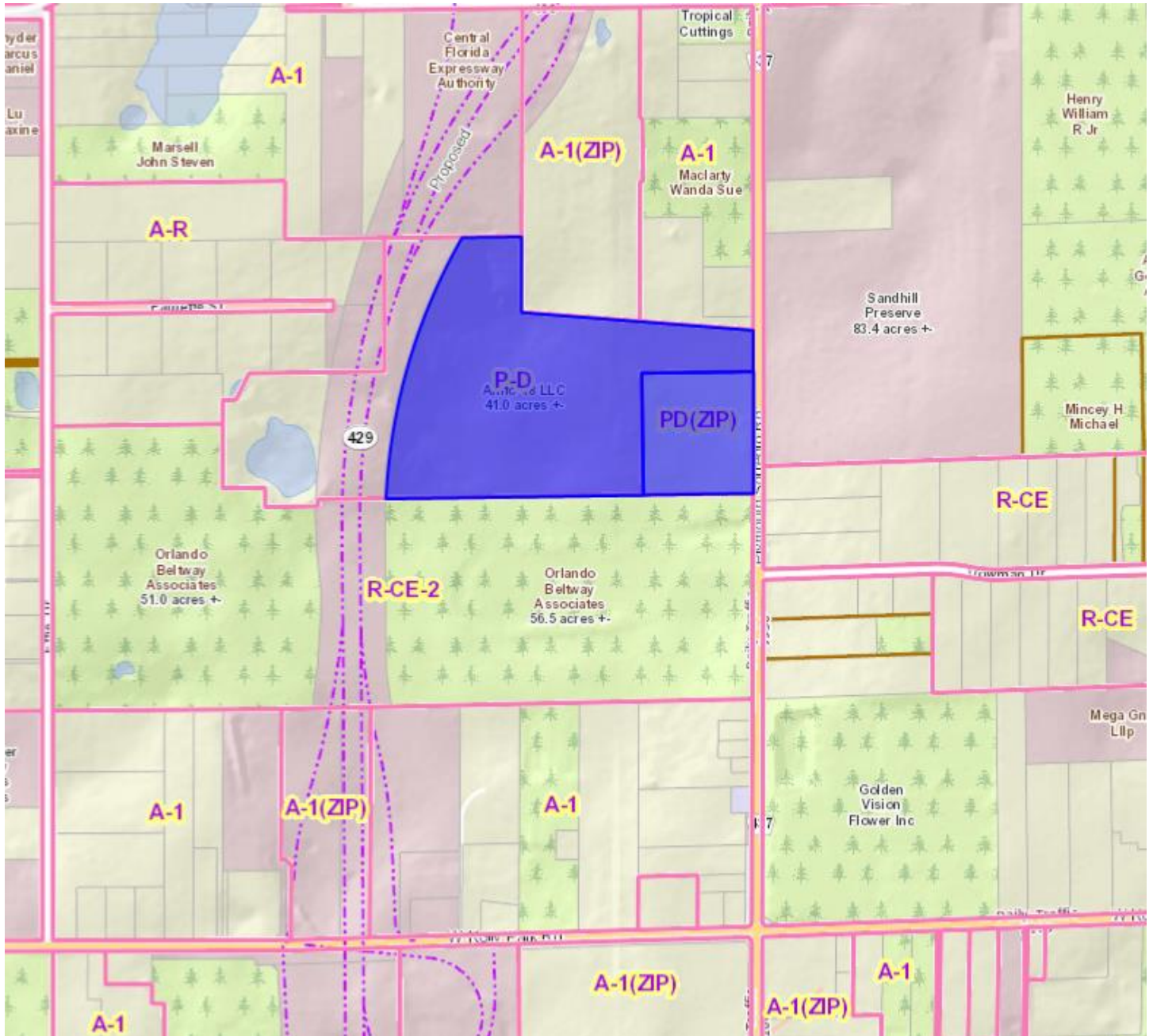


VICINITY MAP



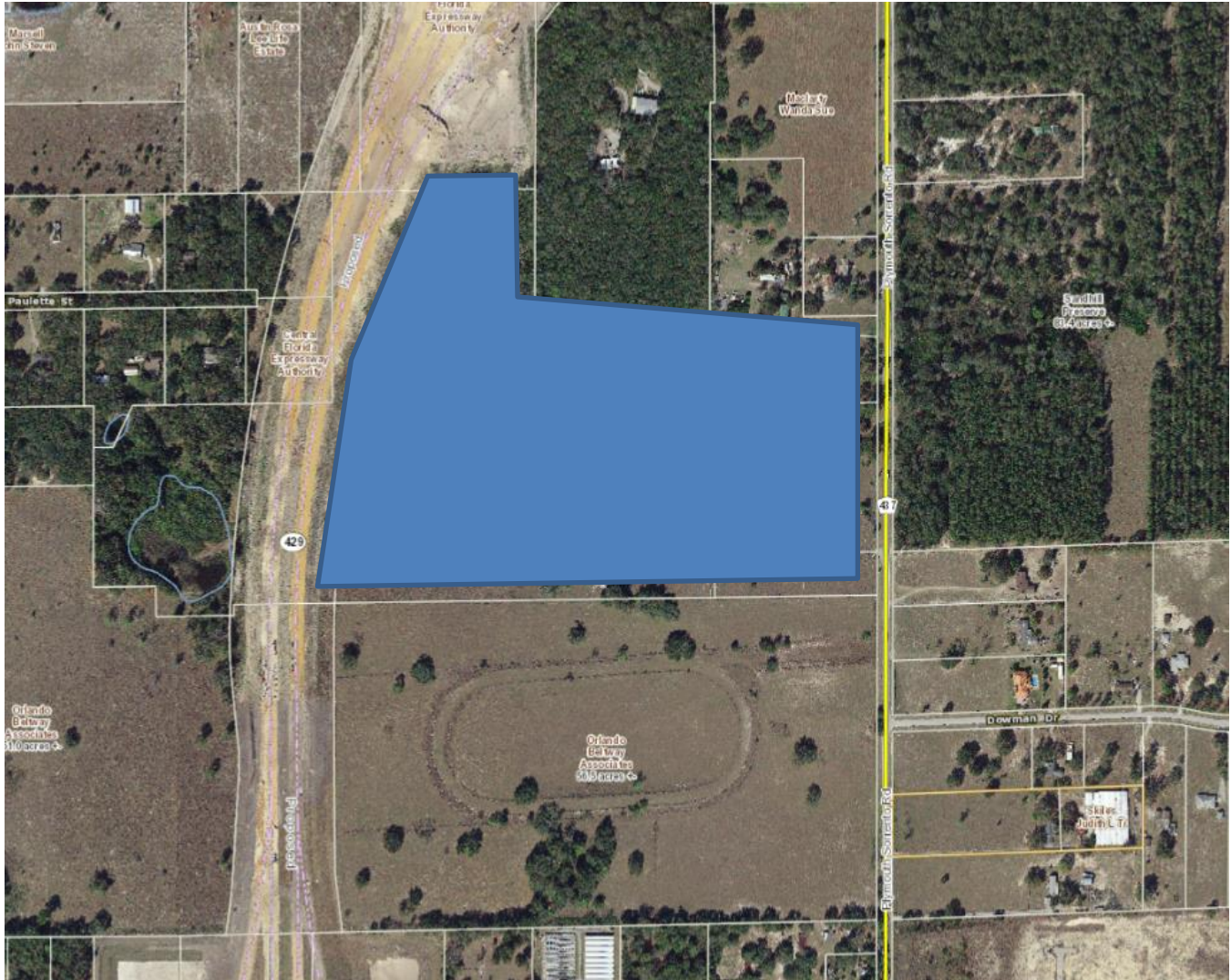


ADJACENT ZONING



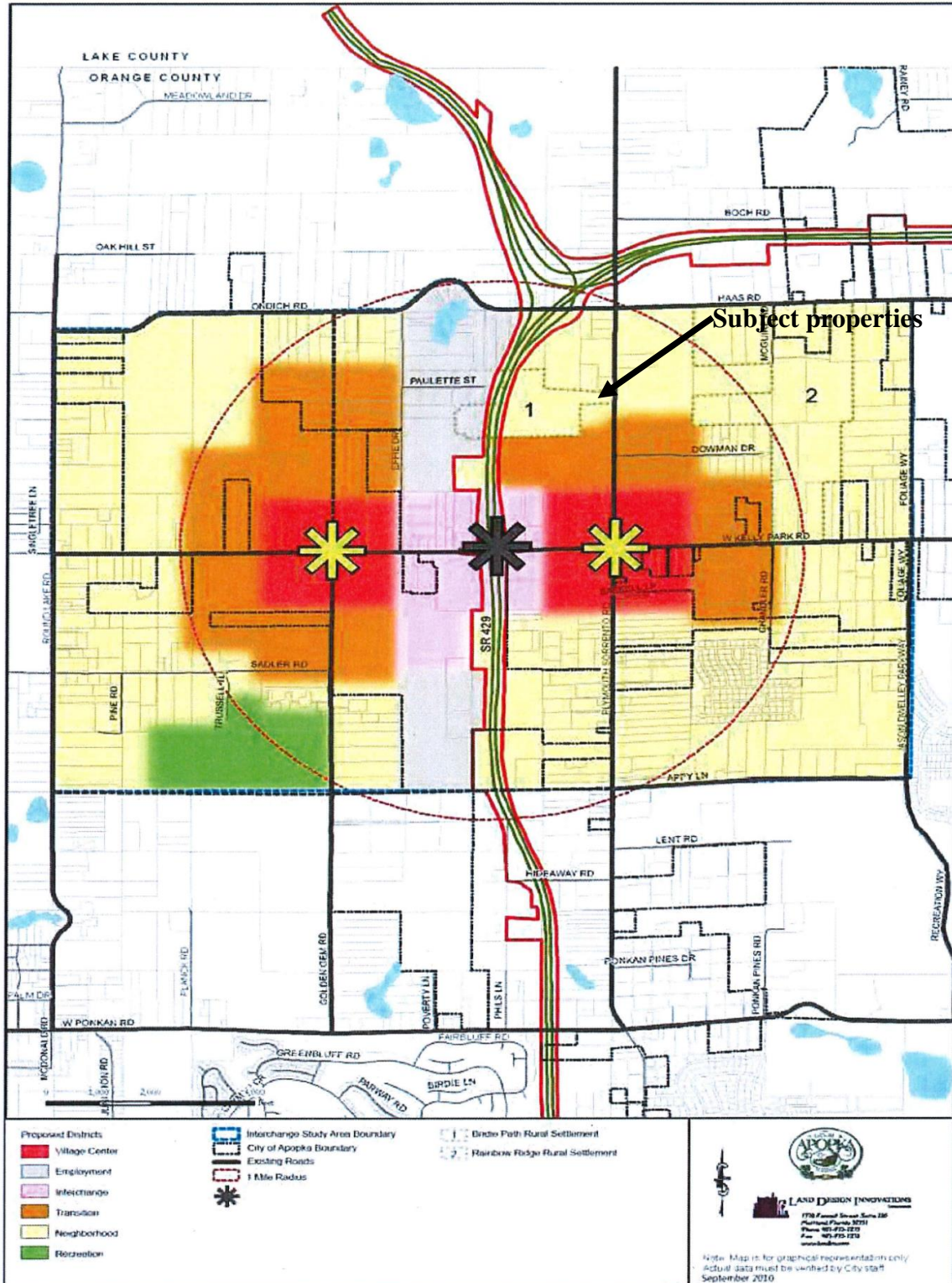


ADJACENT USES





KELLY PARK CROSSING FORM-BASED CODE AREA



Preliminary Development Plan

Issued for Site Plan Approval
 Date Issued December 28, 2017
 Latest Issue June 8, 2018

Bridle Path Mixed KPI

City of Apopka, Florida
 Parcel IDs: 12-20-27-0000-00-032, 12-20-27-0000-00-090



225 E. Robinson Street
 Suite 300
 Orlando, FL 32801
 407.839.4006
 Certificate of Authorization
 Number FL #3932

Owner

Ahifo-18, LLC
 1800 N Military Trail, Suite 470
 Boca Raton, Florida 33431

Sheet Index

| No. | Drawing Title | Latest Issue |
|-----|--|--------------|
| C-1 | Existing Conditions Plan | 03/22/2018 |
| C-2 | Master Site Plan & Site Data | 06/08/2018 |
| C-3 | Drainage & Utility Plan | 05/14/2018 |
| C-4 | Offsite Utility Improvements Plan | 03/22/2018 |
| C-5 | Typical Sections & Details | 04/10/2018 |
| C-6 | Fire Access Plan | 04/10/2018 |
| C-7 | Tree Removal and Tree Mitigation Plan | 04/10/2018 |
| C-8 | Signage/Striping & Pedestrian/Bicycle Plan | 05/14/2018 |
| L-1 | Overall Landscape Plan | 05/14/2018 |
| L-2 | Landscape Planting Plan | 05/14/2018 |
| L-3 | Landscape Schedule & Notes | 03/22/2018 |

Community Planner & Civil Engineer

VHB
 225 E. Robinson St., Suite 300
 Orlando, Florida 32801
 P 407.839.4006 · F 407.839.4008

Surveyor

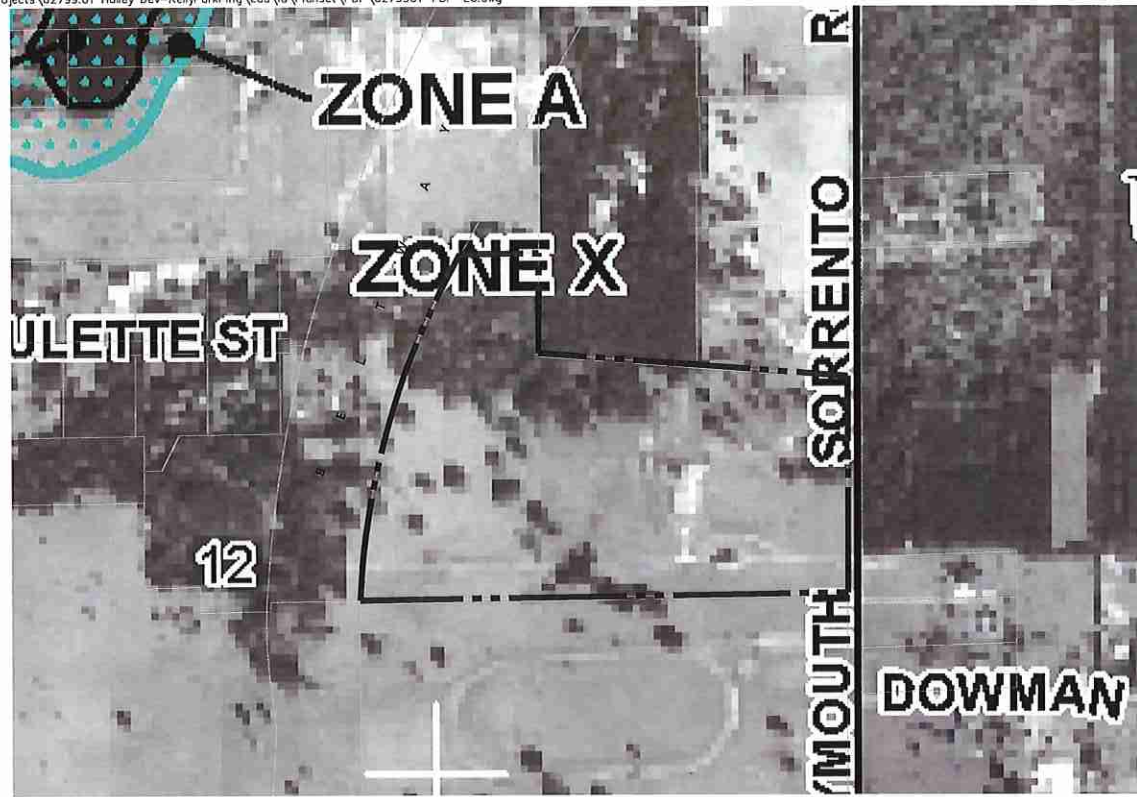
VHB
 225 E. Robinson St., Suite 300
 Orlando, Florida 32801
 P 407.839.4006 · F 407.839.4008

Landscape Architect

VHB
 225 E. Robinson St., Suite 300
 Orlando, Florida 32801
 P 407.839.4006 · F 407.839.4008

PRELIMINARY - NOT FOR CONSTRUCTION
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 SIGNED AND SEALED AS REQUIRED BY CITY OF
 APOPKA CODE SECTION 12.02.04.B. THESE PLANS
 ARE NOT FINAL CONSTRUCTION DOCUMENTS
 AND ARE NOT INTENDED FOR PERMIT,
 CONSTRUCTION, OR BIDDING PURPOSES.

James R. Hoffman, P.E.
 P.E. # 75623
 DATE: Jun. 08, 2018



LEGEND
 - - - - - PROJECT BOUNDARY
 + + + + + FLOOD PRONE AREA

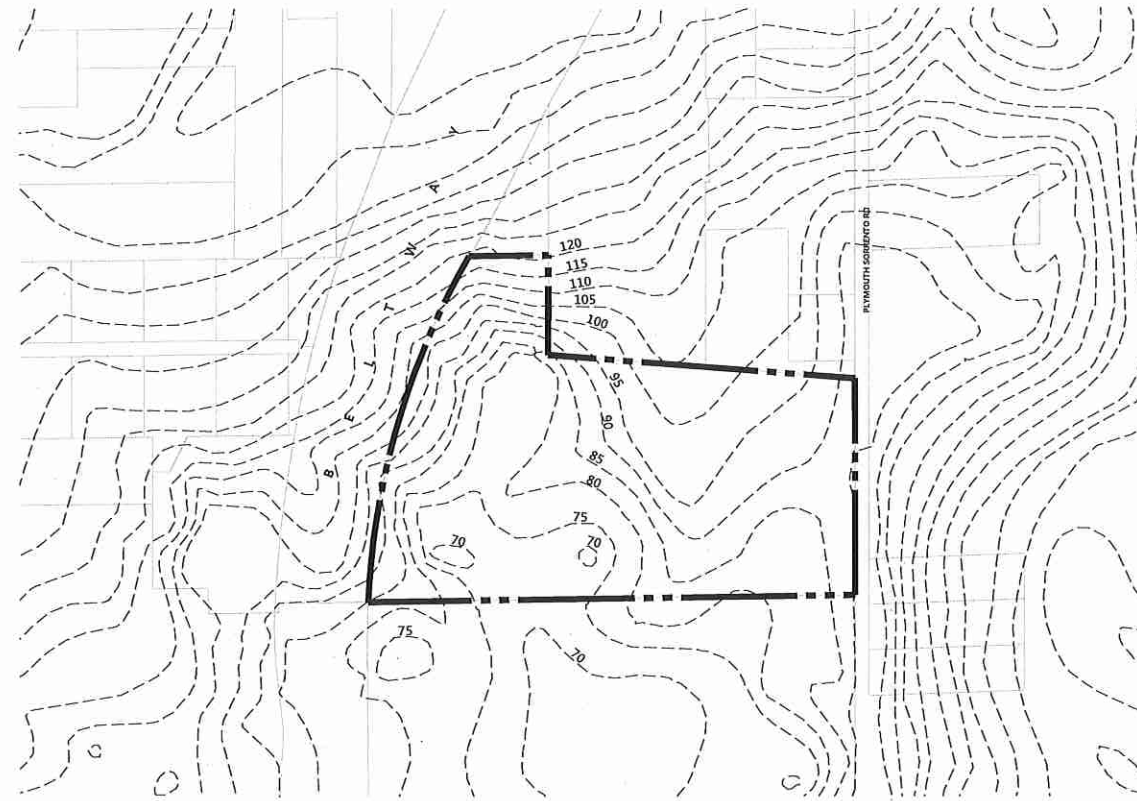
FLOODPLAIN MAP

FLOODPLAIN SOURCE:
 FIRM PANEL NUMBER 12095C0050F
 MAP REVISED SEPTEMBER 25, 2009

LEGEND

ZONE A Base Flood Elevations not determined
 Special Flood Hazard Areas Subject to Inundation
 by the 1% Annual Chance Flood Event

ZONE X Areas determined to be outside the 0.2%
 annual chance floodplain.



LEGEND
 - - - - - PROJECT BOUNDARY
 --- TOPOGRAPHIC CONTOUR

TOPOGRAPHY

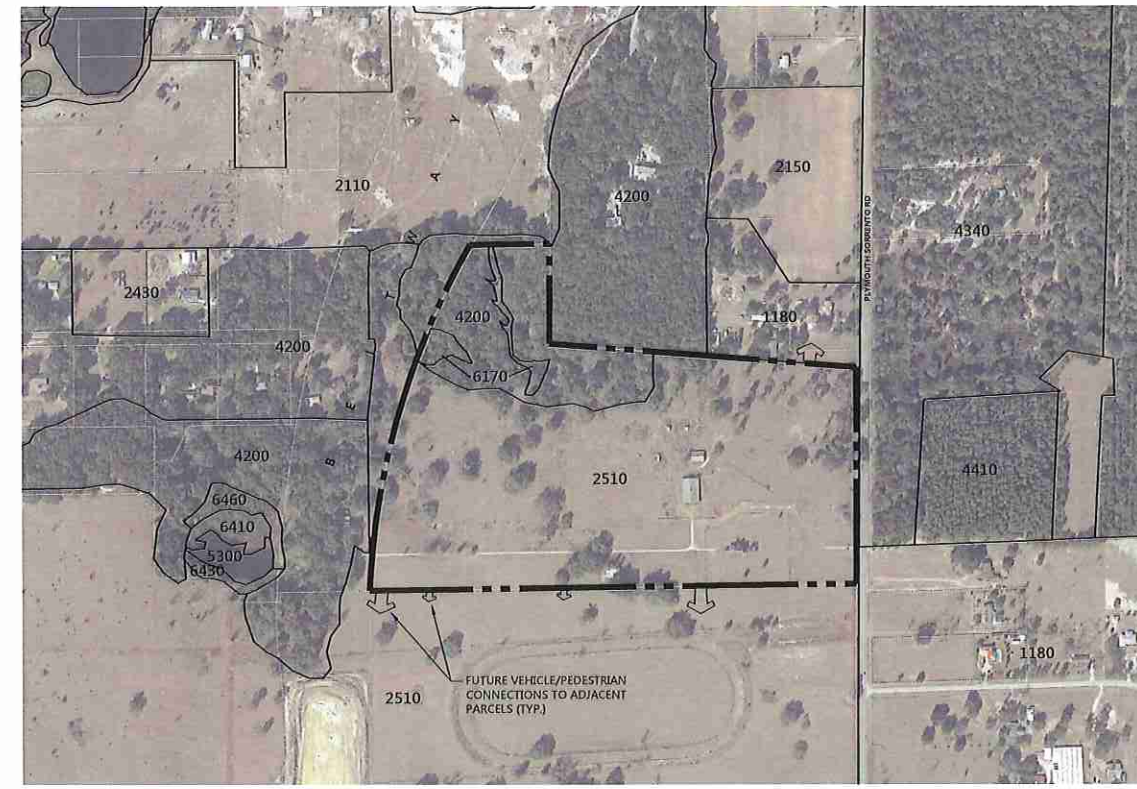


LEGEND
 - - - - - PROJECT BOUNDARY
 ——— SOILS BOUNDARY

SOILS MAP

| SOIL CODE | DESCRIPTION |
|-----------|---|
| 3 | BASINGER FINE SAND, DEPRESSIONAL |
| 4 | CANDLER FINE SAND, 0 TO 5 PERCENT SLOPES |
| 5 | CANDLER FINE SAND, 5 TO 12 PERCENT SLOPES |
| 6 | CANDLER-APOPKA FINE SAND, 5 TO 12 PERCENT SLOPES |
| 28 | FLORAHOME FINE SAND, 0 TO 5 PERCENT SLOPES |
| 47 | TAVARES-MILLHOPPER FINE SAND, 0 TO 5 PERCENT SLOPES |

SOURCE:
 ORANGE COUNTY GIS, 2017



LEGEND
 - - - - - PROJECT BOUNDARY
 ——— FLUCFCS LIMITS

AERIAL & EXISTING LAND USE

| CODE | DESCRIPTION |
|------|----------------------------------|
| 1180 | RESIDENTIAL, RURAL |
| 2510 | HORSE FARMS |
| 4200 | UPLAND HARDWOOD FORESTS |
| 4340 | UPLAND MIXED CONIFEROUS/HARDWOOD |
| 6170 | MIXED WETLAND HARDWOODS |

SOURCE:
 FLUCFCS, 2017



225 E. Robinson Street
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 Certificate of Authorization
 Number FL #3932

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Bridle Path Mixed KPI

City of Apopka, Florida

| No. | Revision | Date | Appr. |
|-----|-------------------------------------|------------|-------|
| 5 | Revised per City of Apopka comments | 06/08/2018 | |
| 4 | Revised per City of Apopka comments | 05/14/2018 | |
| 3 | Revised per City of Apopka comments | 04/10/2018 | |
| 2 | Revised per City of Apopka comments | 03/22/2018 | |
| 1 | Revised per City of Apopka comments | 02/27/2018 | |

Designed by: CLG
 Checked by: JRH

Issued for: Preliminary Development
 Date: Dec. 28, 2017
 Plan Approval
 Vertical Datum NAVD 1988

Existing Conditions Plan

Drawing Number

C-1

Sheet of

James R. Hoffman, P.E.
 P.E. # 75623
 DATE: Jun. 08, 2018

Project Number
 62799.01

GENERAL SITE DATA:

| GENERAL: | |
|--|------------|
| PROPOSED ZONING | MIXED-NP1 |
| PROPOSED SINGLE FAMILY UNITS (including NPO) | 152 |
| TOTAL GROSS AREA | 81.06 AC. |
| TOTAL WETLANDS | 1.00 AC. |
| TOTAL SURFACE WATER ACRES | 0.00 AC. |
| TOTAL UPLAND BUFFERS | 1.37 AC. |
| TOTAL PRESERVED UPLANDS (including UPLAND BUFFERS) | 4.51 AC. |
| TOTAL PRESERVED OPEN SPACE | 8.88 AC. |
| IMPACTED WETLAND ACRES | 0.00 |
| TOTAL STORMWATER PROVIDED | 37.17 AC. |
| NET DEVELOPABLE ACRES | 2.18 AC. |
| OPEN SPACE | 8.23 AC. |
| DEDICATED PUBLIC ROW | 4.09 DU/ac |
| NET DENSITY | |

| DEVELOPMENT PLAN CHART | |
|--------------------------|--|
| PARCEL ID NUMBER | 12-20-27-0000-00-032; 12-20-27-0000-00-090 |
| EXISTING FUTURE LAND USE | ANNEX |
| PROPOSED FUTURE LAND USE | MIXED-USE |
| EXISTING ZONING | ZIP |
| PROPOSED ZONING | MIXED-NP1 |
| ADJACENT FUTURE LAND USE | NORTH: Annex SOUTH: Annex EAST: Rural(Country) WEST: Annex |
| ADJACENT ZONING | NORTH: ZIP SOUTH: ZIP EAST: R-CE WEST: ZIP |
| ACREAGE/SQUARE FOOTAGE | 51.06 ac |
| BUILDING HEIGHT | PROPOSED: 35' MAX: 35' |
| NET DENSITY | PROPOSED: 4.09 Du/ac MAX: 5.00 Du/ac |
| BUILDING SETBACKS | PROPOSED: FRONT: 15' SIDE: 5' REAR: 20' CORNER: 10'/15'* |
| PARKING SPACES | PROVIDED: 290 REQUIRED: 290 |
| NUMBER OF EMPLOYEES | N/A |
| PROPOSED NUMBER OF BEDS | N/A |
| WAIVER REQUEST | YES: NO: X |
| VARIANCE REQUEST | YES: NO: X |

*WHERE CORNER LOT BACKS UP TO THE SIDE OF A LOT, CORNER SIDE SETBACK SHALL BE 15'.

| SITE / LOT DATA: | |
|---------------------------------|------------------------------|
| PRODUCT TYPE | Single Family |
| NUMBER OF UNITS | 152 |
| MAX BUILDING HEIGHT | 35' (2 STORIES) |
| MIN LOT WIDTH (PROVIDED) | 50 |
| MIN LOT DEPTH (PROVIDED) | 50 |
| MIN. LIVING AREA | 1,000 S.F. (3) |
| MIN. LOT COVERAGE | 10% |
| MIN. BUILDING SETBACKS: | |
| FRONT | 15' (1) |
| REAR | 20' (2) |
| STREET SIDE | 10/15' (5) |
| SIDE | 5' |
| PORCH | 4' |
| DRIVEWAYS (CORNER LOTS) | 4' TO CENTER OF INTERSECTION |
| WETLAND / HWY ELEVATION SETBACK | 50 |

- NOTES:
- (1) SEE SECTION 204.04 (1) (4) (1) FOR FRONT LOADED GARAGE DOOR SETBACKS.
 - (2) MIN. 20' BUILDING SETBACK ASSUMES NO ALLEY. THE MIN. REAR BUILDING SETBACK FOR ALLEYS IS 5'. GARAGES WITH DIRECT ACCESS FROM AN ALLEY SHALL BE SET BACK WITH A MINIMUM OF 10(10) FEET FROM THE PROPERTY LINE. SEE 204.04(1)(4)(2).
 - (3) AN UNLIVING AREA IS DEFINED AS HEATED AND COOLED AREA OF HOUSE, NOT INCLUDING GARAGES OR OTHER STRUCTURES.
 - (4) THE AREA OF A FRONT PORCH IS NOT INCLUDED IN THE CALCULATION OF LOT COVERAGE.
 - (5) SIDE SETBACK OF CORNER LOTS SHALL BE 15' UNLESS THE LOT BACKS UP TO THE SIDE OF A LOT IN WHICH CASE IT SHALL BE 10'.

PHASING:
THIS PROJECT WILL BE DEVELOPED IN ONE (1) PHASE

| MISCELLANEOUS: | |
|--|----------------|
| POTABLE WATER SERVICE | CITY OF APOPKA |
| WASTEWATER, RECLAIMED SERVICE | CITY OF APOPKA |
| ELECTRIC SERVICE | DUKE ENERGY |
| FIRE PROTECTION | CITY OF APOPKA |
| SCHOOL AGE POPULATION | 61 (152 UNITS) |
| AVERAGE DAILY TRAFFIC PER ITE 210 (10TH EDITION) | 1520 |
| P.M. PEAK HOUR TRIPS | 152 |

| PUBLIC OPEN SPACE CALCULATIONS: | |
|--|------------------|
| TOTAL GROSS AREA | 81.06 ac. |
| REQUIRED OPEN SPACE (20%) ⁽¹⁾ | 16.21 ac. |
| PROVIDED OPEN SPACE ⁽²⁾ | |
| PRESERVED WETLANDS | 1.00 ac. |
| UPLAND BUFFERS | 1.37 ac. |
| PRESERVED UPLANDS | 4.51 ac. |
| OPEN SPACE TRACTS | 2.16 ac. |
| OS-1 | 0.01 ac. |
| OS-2 | 0.29 ac. |
| OS-3 | 0.58 ac. |
| OS-4 | 0.66 ac. |
| AMENITY AREA | 0.65 ac. |
| STORMWATER | 7.01 ac. |
| TOTAL | 16.70 ac. |

- (1) PER SECTION 9 OF THE KELLY PARK INTERCHANGE FORM BASED CODE, 20% OF THE TOTAL AREA WITHIN THE NEIGHBORHOOD CHARACTER ZONE SHALL BE PUBLIC OPEN SPACE.
- (2) PER SECTION 5 OF THE KELLY PARK INTERCHANGE FORM BASED CODE, PUBLIC OPEN SPACE IS DEFINED AS NATURAL OR LANDSCAPED AREAS USED PRIMARILY FOR PASSIVE RECREATION, ACTIVE RECREATION, VISUAL AMENITY, OR FOR PURPOSES OF ENVIRONMENTAL CONSERVATION, SPECIFICALLY INCLUDING GREEN SPACES, PEDESTRIAN AND BICYCLE PATHWAYS, OUTDOOR RECREATION FACILITIES, WETLANDS, WOODLANDS, AND NATIVE PLANT COMMUNITY CONSERVATION AREAS AND RECREATION, PUBLIC PARKS, AND STORMWATER AREAS THAT ARE VISUAL AMENITIES.

SIGNAGE:
SIGNAGE SHALL COMPLY WITH ARTICLE VII (SIGNS) OF THE CITY OF APOPKA'S LAND DEVELOPMENT CODE.

LIGHTING:
LIGHTING SHALL COMPLY WITH ARTICLE VIII OF THE CITY OF APOPKA'S LAND DEVELOPMENT CODE.

GARBAGE PICKUP:
FRONT LOADED SINGLE-FAMILY UNITS TO BE PICKED UP AT FRONT (RW)

- FIRE:**
- FIRE HYDRANTS SHALL BE INSTALLED SO THAT THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF THE CITY OF APOPKA CODE OF ORDINANCES AND THE FLORIDA FIRE PREVENTION CODE 6th EDITION (2012).
 - FIRE ACCESS SHALL BE FROM THE FRONT OF THE PROPOSED DWELLING UNITS. ACCESS SHALL BE IN ACCORDANCE WITH CHAPTER 18 NFPA 1 & 101, 2012 EDITION, FFC 5TH EDITION (2012).
 - NEEDED FIRE FLOW FOR SINGLE FAMILY DWELLINGS SHALL BE AS FOLLOWS: HOMES 4,000 SQUARE FEET OR LESS 1,000 GPM; HOMES EXCEEDING 4,000 SQUARE FEET SHALL PROVIDE FIRE FLOW IN ACCORDANCE WITH TABLE 18.4.5.1.2 OF NFPA 1 & 101, 2012 EDITION, FFC 5TH EDITION (2012). REDUCTION OF FIRE FLOW MAY BE PERMITTED IF DWELLING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM OR SEPARATED FROM OTHER STRUCTURES BY AT LEAST 30 FEET, BUT IN NO CASE SHALL THE FLOW BE LESS THAN 500 GPM PER 14.4 NFPA 1, 2012 EDITION, FFC 5TH EDITION (2012).
 - ANY COMMERCIAL STRUCTURE OR RESIDENTIAL BUILDING OF THREE OR MORE STOREY SHALL BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER PROTECTION DEPENDING UPON THE BUILDING CONSTRUCTION TYPE, OCCUPANCY CLASSIFICATION, AND ADDITIONAL BUILDING OR FIRE CODE REQUIREMENTS.

ARCHITECTURAL:
ALL STRUCTURES INCLUDING RESIDENTIAL HOMES, CLUBHOUSE/POOL AREA AND SUBVISION ENTRY SIGNAGE SHALL COMPLY WITH KELLY PARK INTERCHANGE FORM BASED CODE, SECTION K-BUILDING DESIGN STANDARDS (ADOPTED JUNE 21, 2017).

GREEN BUILDING PRINCIPLES:
1. GREEN BUILDING PRINCIPLES ARE ENCOURAGED IN ACCORDANCE WITH SECTION K.3 OF THE KELLY PARK INTERCHANGE FORM BASED CODE.

LANDSCAPE:
1. FINAL LANDSCAPE PLANS ARE REQUIRED TO BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO LANDSCAPE CONSTRUCTION. LANDSCAPE PLANS TO BE IN ACCORDANCE WITH THE KELLY PARK INTERCHANGE FORM BASED CODE AND SEC 8.09 (3) OF THE CITY OF APOPKA'S LAND DEVELOPMENT CODE.

| OWNERSHIP/MAINTENANCE: | |
|--|--|
| ROADWAYS | PUBLIC: TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA |
| STORMWATER TRACTS | PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION WITH EASEMENT DEDICATED TO CITY OF APOPKA. |
| DRAINAGE EASEMENTS | PUBLIC: TO BE DEDICATED TO THE CITY OF APOPKA. |
| UTILITY EASEMENTS | PUBLIC: TO BE DEDICATED TO THE CITY OF APOPKA. |
| SANITARY SEWER, RECLAIMED WATER & POTABLE WATER SYSTEM | PUBLIC: TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA. |
| PARK TRACTS | PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION |
| OPEN SPACE TRACTS | PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION |
| LIFT STATION TRACT | PUBLIC: TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA. |
| CONSERVATION AREA | PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION WITH DEVELOPMENT RIGHTS DEDICATED TO THE CITY OF APOPKA. |
| 5' SIDEWALK | PUBLIC: TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA. |
| RECREATION TRAILS | PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION. |
| LANDSCAPE/WALL TRACTS | PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION. |



| Lot Number | Gross Area (Sq.Ft.) | Gross Area (Ac.) | Nominal Lot Width (ft.) |
|------------|---------------------|------------------|-------------------------|
| 1 | 7,276.09 | 0.18 | 50 |
| 2 | 6,000.00 | 0.14 | 50 |
| 3 | 6,000.00 | 0.14 | 50 |
| 4 | 6,000.00 | 0.14 | 50 |
| 5 | 6,000.00 | 0.14 | 50 |
| 6 | 6,000.00 | 0.14 | 50 |
| 7 | 8,371.41 | 0.19 | 50 |
| 8 | 8,565.95 | 0.20 | 50 |
| 9 | 6,250.00 | 0.14 | 50 |
| 10 | 6,250.00 | 0.14 | 50 |
| 11 | 6,250.00 | 0.14 | 50 |
| 12 | 6,250.00 | 0.14 | 50 |
| 13 | 6,250.00 | 0.14 | 50 |
| 14 | 6,250.00 | 0.14 | 50 |
| 15 | 6,250.00 | 0.14 | 50 |
| 16 | 6,250.00 | 0.14 | 50 |
| 17 | 6,250.00 | 0.14 | 50 |
| 18 | 6,250.00 | 0.14 | 50 |
| 19 | 6,250.00 | 0.14 | 50 |
| 20 | 6,250.00 | 0.14 | 50 |
| 21 | 6,250.00 | 0.14 | 50 |
| 22 | 6,250.00 | 0.14 | 50 |
| 23 | 6,250.00 | 0.14 | 50 |
| 24 | 8,610.14 | 0.20 | 50 |
| 25 | 15,753.02 | 0.36 | 55 |
| 26 | 9,558.41 | 0.22 | 55 |
| 27 | 6,690.10 | 0.15 | 55 |
| 28 | 8,364.71 | 0.19 | 55 |
| 29 | 8,195.19 | 0.19 | 55 |
| 30 | 7,575.14 | 0.17 | 55 |
| 31 | 10,913.39 | 0.25 | 55 |
| 32 | 7,813.47 | 0.18 | 55 |
| 33 | 6,983.00 | 0.16 | 55 |
| 34 | 7,304.87 | 0.17 | 55 |
| 35 | 6,423.79 | 0.15 | 55 |
| 36 | 8,871.57 | 0.21 | 50 |
| 37 | 6,210.65 | 0.15 | 55 |
| 38 | 7,220.22 | 0.17 | 55 |
| 39 | 7,205.66 | 0.17 | 55 |
| 40 | 8,380.87 | 0.19 | 50 |
| 41 | 9,446.28 | 0.22 | 55 |
| 42 | 7,652.25 | 0.18 | 55 |
| 43 | 7,443.51 | 0.17 | 55 |
| 44 | 7,250.00 | 0.17 | 55 |
| 45 | 7,071.69 | 0.16 | 55 |
| 46 | 6,908.58 | 0.16 | 55 |
| 47 | 6,766.65 | 0.16 | 55 |
| 48 | 6,274.03 | 0.15 | 55 |
| 49 | 7,659.66 | 0.18 | 55 |
| 50 | 6,707.24 | 0.15 | 55 |
| 51 | 6,794.30 | 0.16 | 55 |
| 52 | 6,866.22 | 0.16 | 55 |
| 53 | 6,923.00 | 0.16 | 55 |
| 54 | 6,964.65 | 0.16 | 55 |
| 55 | 7,030.96 | 0.16 | 55 |
| 56 | 9,673.24 | 0.22 | 55 |
| 57 | 10,142.88 | 0.23 | 55 |
| 58 | 7,363.46 | 0.17 | 55 |
| 59 | 6,775.78 | 0.16 | 55 |
| 60 | 7,297.44 | 0.17 | 55 |
| 61 | 7,975.72 | 0.18 | 50 |
| 62 | 9,646.39 | 0.22 | 50 |
| 63 | 6,154.56 | 0.14 | 50 |
| 64 | 6,281.92 | 0.14 | 50 |
| 65 | 7,125.85 | 0.16 | 50 |
| 66 | 6,392.25 | 0.15 | 50 |
| 67 | 6,476.69 | 0.15 | 50 |
| 68 | 6,424.60 | 0.15 | 50 |
| 69 | 6,488.97 | 0.15 | 50 |
| 70 | 6,528.85 | 0.15 | 50 |
| 71 | 6,999.81 | 0.21 | 50 |
| 72 | 10,412.22 | 0.24 | 50 |
| 73 | 6,807.56 | 0.16 | 50 |
| 74 | 6,273.97 | 0.14 | 50 |
| 75 | 6,742.17 | 0.15 | 50 |
| 76 | 7,368.83 | 0.17 | 50 |

| Lot Number | Gross Area (Sq.Ft.) | Gross Area (Ac.) | Nominal Lot Width (ft.) |
|------------|---------------------|------------------|-------------------------|
| 77 | 8,461.47 | 0.19 | 50 |
| 78 | 8,449.25 | 0.19 | 50 |
| 79 | 6,600.00 | 0.15 | 55 |
| 80 | 6,600.00 | 0.15 | 55 |
| 81 | 6,600.00 | 0.15 | 55 |
| 82 | 7,752.64 | 0.18 | 50 |
| 83 | 7,981.82 | 0.18 | 55 |
| 84 | 6,600.00 | 0.15 | 55 |
| 85 | 6,600.00 | 0.15 | 55 |
| 86 | 6,600.00 | 0.15 | 55 |
| 87 | 8,044.59 | 0.18 | 55 |
| 88 | 7,655.87 | 0.18 | 55 |
| 89 | 6,600.00 | 0.15 | 55 |
| 90 | 6,600.00 | 0.15 | 55 |
| 91 | 6,600.00 | 0.15 | 55 |
| 92 | 7,999.98 | 0.18 | 55 |
| 93 | 6,730.99 | 0.15 | 55 |
| 94 | 6,486.35 | 0.15 | 55 |
| 95 | 6,383.77 | 0.15 | 55 |
| 96 | 6,291.48 | 0.14 | 55 |
| 97 | 6,452.66 | 0.15 | 55 |
| 98 | 6,371.35 | 0.15 | 55 |
| 99 | 8,046.58 | 0.18 | 55 |
| 100 | 7,468.20 | 0.17 | 55 |
| 101 | 6,578.30 | 0.15 | 55 |
| 102 | 6,599.00 | 0.15 | 55 |
| 103 | 6,600.00 | 0.15 | 50 |
| 104 | 6,590.53 | 0.15 | 50 |
| 105 | 8,065.81 | 0.19 | 50 |
| 106 | 6,556.90 | 0.15 | 50 |
| 107 | 12,572.87 | 0.29 | 50 |
| 108 | 12,465.42 | 0.29 | 50 |
| 109 | 6,343.46 | 0.15 | 50 |
| 110 | 6,948.06 | 0.16 | 50 |
| 111 | 6,343.46 | 0.15 | 50 |
| 112 | 6,343.46 | 0.15 | 50 |
| 113 | 6,343.46 | 0.15 | 50 |
| 114 | 9,021.71 | 0.21 | 50 |
| 115 | 10,251.36 | 0.24 | 50 |
| 116 | 6,116.13 | 0.14 | 50 |
| 117 | 6,116.13 | 0.14 | 50 |
| 118 | 6,116.13 | 0.14 | 50 |
| 119 | 6,116.13 | 0.14 | 50 |
| 120 | 6,116.13 | 0.14 | 50 |
| 121 | 6,116.13 | 0.14 | 50 |
| 122 | 6,116.13 | 0.14 | 50 |
| 123 | 6,116.13 | 0.14 | 50 |
| 124 | 6,116.13 | 0.14 | 50 |
| 125 | 6,116.13 | 0.14 | 50 |
| 126 | 6,116.13 | 0.14 | 50 |
| 127 | 7,282.93 | 0.17 | 50 |
| 128 | 6,630.48 | 0.15 | 50 |
| 129 | 7,464.50 | 0.17 | 50 |
| 130 | 8,212.95 | 0.19 | 55 |
| 131 | 7,872.80 | 0.18 | 55 |
| 132 | 7,326.72 | 0.17 | 55 |
| 133 | 6,721.90 | 0.15 | 55 |
| 134 | 6,478.08 | 0.15 | 55 |
| 135 | 6,272.45 | 0.14 | 55 |
| 136 | 6,050.00 | 0.14 | 55 |
| 137 | 7,015.87 | 0.16 | 55 |
| 138 | 6,465.87 | 0.15 | 50 |
| 139 | 5,500.00 | 0.13 | 50 |
| 140 | 5,500.00 | 0.13 | 50 |
| 141 | 5,500.00 | 0.13 | 50 |
| 142 | 5,500.00 | 0.13 | 50 |
| 143 | 5,500.00 | 0.13 | 50 |
| 144 | 5,500.00 | 0.13 | 50 |
| 145 | 7,273.72 | 0.17 | 50 |
| 146 | 12,779.32 | 0.29 | 50 |
| 147 | 12,818.89 | 0.29 | 50 |
| 148 | 7,691.30 | 0.18 | 50 |
| 149 | 6,000.00 | 0.14 | 50 |
| 150 | 6,000.00 | 0.14 | 50 |
| 151 | 6,000.00 | 0.14 | 50 |
| 152 | 7,176.69 | 0.16 | 50 |



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

| Legend | |
|-----------------|-------------------|
| [Dashed Line] | PROJECT BOUNDARY |
| [Stippled Area] | PRESERVED WETLAND |
| [Hatched Area] | UPLAND BUFFER |
| [Numbered Box] | BLOCK ID |

NOTE: THE PLAN WILL BE PROVIDED WITH THE FINAL DEVELOPMENT PLAN.

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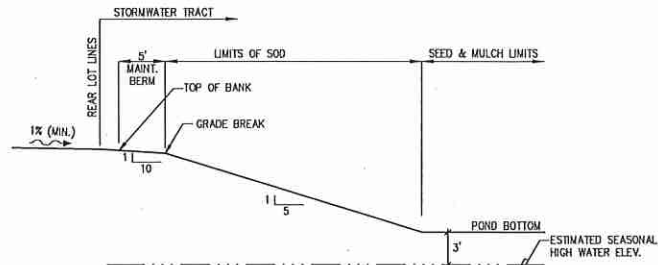


Bridle Path Mixed KPI

City of Apopka, Florida

| No. | Revision | Date | App'd |
|-----|-------------------------------------|------------|-------|
| 5 | Revised per City of Apopka comments | 06/08/2018 | |
| 4 | Revised per City of Apopka comments | 05/14/2018 | |
| 3 | Revised per City of Apopka comments | 04/10/2018 | |
| 2 | Revised per City of Apopka comments | 03/22/2018 | |
| 1 | Revised per City of Apopka comments | 02/27 | |

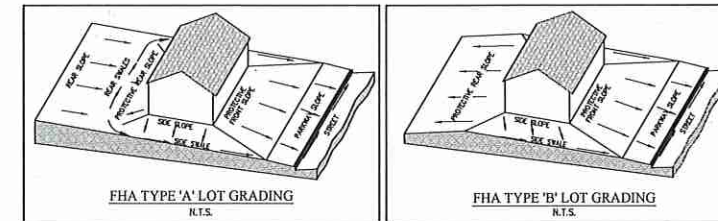
| Ownership/Maintenance Table | | | |
|-----------------------------|-----------------------|------------|--|
| Tract | Description | Area (Ac.) | Ownership/Maintenance |
| OS-1 | Open Space | 0.61 | Homeowners Association |
| OS-2 | Open Space | 0.29 | Homeowners Association |
| OS-3 | Open Space | 0.58 | Homeowners Association |
| OS-4 | Open Space | 0.68 | Homeowners Association |
| OS-5 | Open Space | 0.03 | Homeowners Association |
| SW-1 | Stormwater/Open Space | 7.01 | Homeowners Association w/ Easement to City of Apopka |
| A-1 | Amenity Area | 0.65 | Homeowners Association |
| LS-1 | Lift Station | 0.03 | City of Apopka |
| U-1 | Upland | 4.51 | Homeowners Association |



POND SLOPES & MAINTENANCE BERMS SHALL BE IN ACCORDANCE WITH CITY OF APOPKA LDC SECTION 6.025.00 D.1.a

Typical Dry Pond Detail

N.T.S.



- NOTES:
1. LOT GRADING TYPES ARE ASSUMED. FINAL LOT GRADING TO BE DETERMINED WITH ENGINEERING PLANS.
 2. FINISH GRADES FOR PROPOSED IMPROVEMENTS SHALL BE DETERMINED WITH ENGINEERING PLANS. FINISHED GRADES MAY VARY FROM EXISTING CONDITIONS BY MORE THAN 1'.
 3. PROPOSED GRADES TO TIE INTO EXISTING GRADES AT ALL BOUNDARY CONDITIONS.

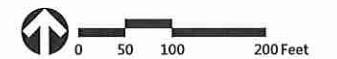


225 E. Robinson Street
Suite 300
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Number FL #3932

Legend

- PSP BOUNDARY
- ➔ PROPOSED STORM DRAIN, CURB INLET, MANHOLE
- ➔ PROPOSED SANITARY SEWER & MANHOLE
- ➔ PROPOSED WATERMAIN & GATE VALVE
- ➔ PROPOSED FIRE HYDRANT ASSEMBLY
- ➔ PROPOSED RECLAIMED WATER & GATE VALVE
- ➔ PROPOSED FORCEMAIN

PRELIMINARY - NOT FOR CONSTRUCTION
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Bridle Path Mixed KPI

City of Apopka, Florida

| No. | Revision | Date | Appr. |
|-----|-------------------------------------|------------|-------|
| 5 | Revised per City of Apopka comments | 06/08/2018 | |
| 4 | Revised per City of Apopka comments | 05/14/2018 | |
| 3 | Revised per City of Apopka comments | 04/10/2018 | |
| 2 | Revised per City of Apopka comments | 03/22/2018 | |
| 1 | Revised per City of Apopka comments | 02/27/2018 | |

Designed by: CLG
Checked by: JRH
Issued for: Preliminary Development
Date: Dec. 28, 2017
Plan Approval
Vertical Datum NAVD 1988

Drainage & Utility Plan

Drawing Number: **C-3**
Sheet of:
James R. Hoffman, P.E.
P.E. # 75623
DATE: Jun. 08, 2018
Project Number: 62799.01



Saved Friday, June 08, 2018 12:45:52 PM. CBERLACH, Plotted Friday, June 08, 2018 12:54:39 PM. Gierloch, Catherine

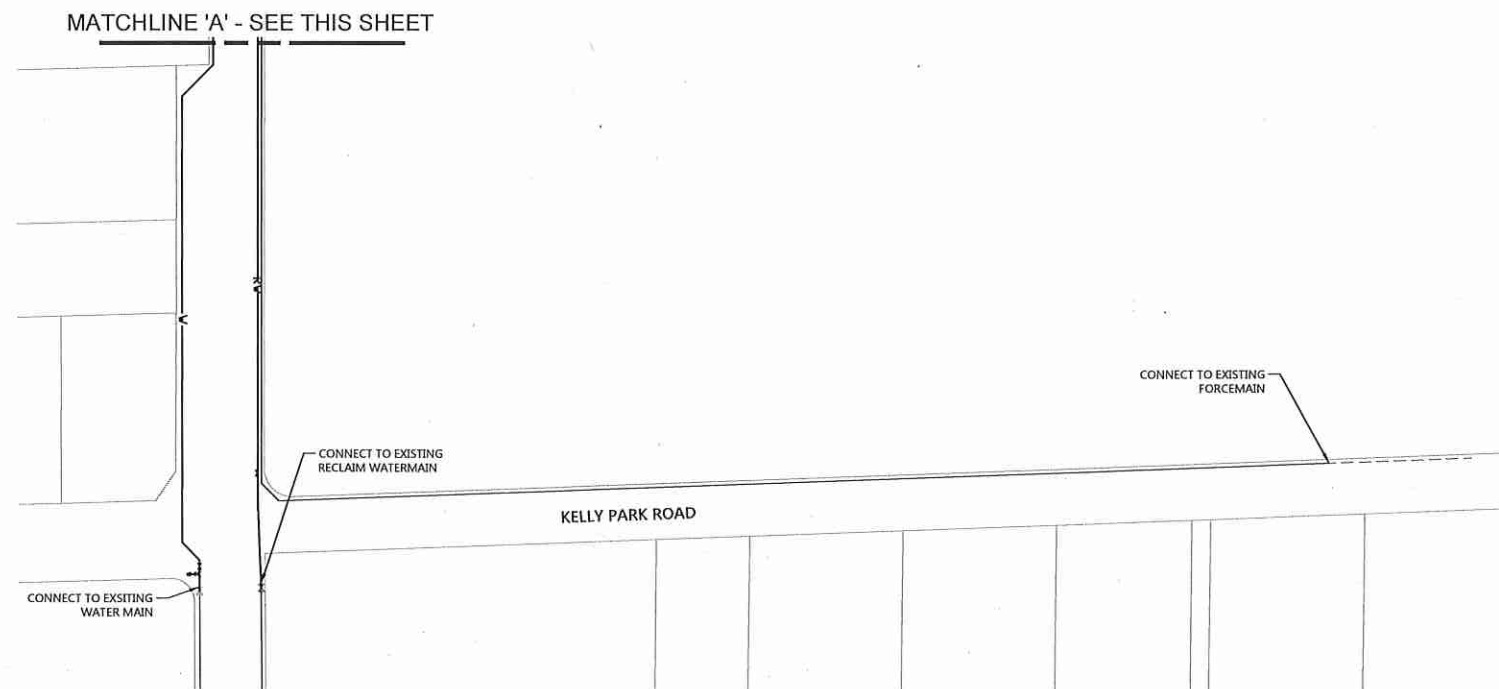
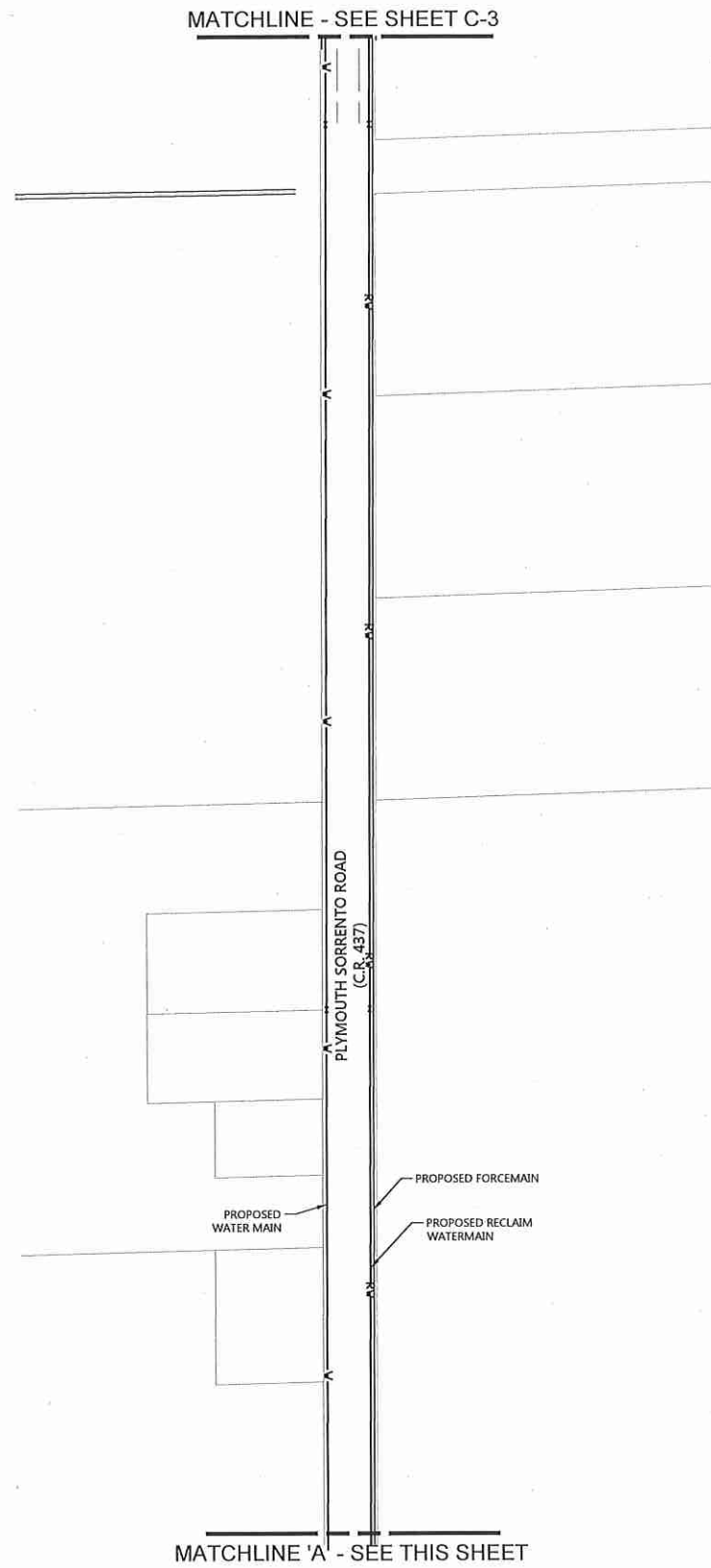
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MATCHLINE - SEE SHEET C-4

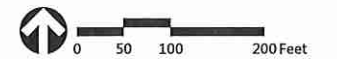


225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

- Legend**
- PSP BOUNDARY
 - PROPOSED STORM DRAIN, CURB INLET, MANHOLE
 - PROPOSED SANITARY SEWER & MANHOLE
 - PROPOSED WATERMAIN & GATE VALVE
 - PROPOSED FIRE HYDRANT ASSEMBLY
 - PROPOSED RECLAIMED WATER & GATE VALVE
 - PROPOSED FORCEMAIN



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Designed by: CLG Checked by: JRH

Issued for: Preliminary Development Plan Approval Date: Dec. 28, 2017
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Offsite Utility Improvements Plan

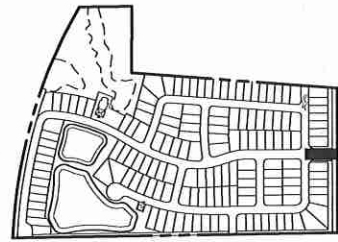
Drawing Number

C-4

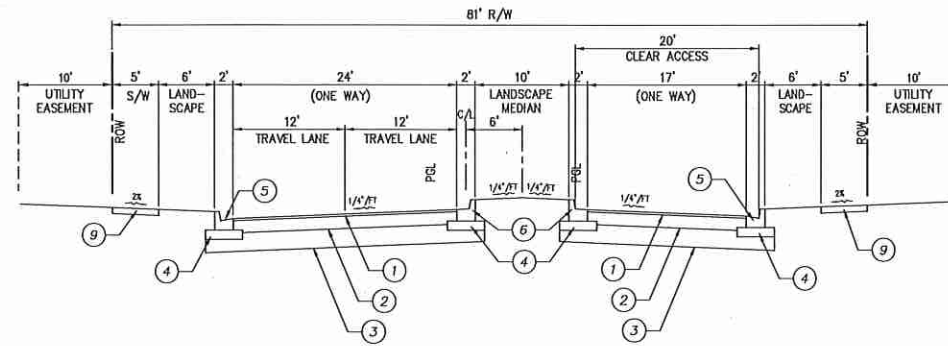
Sheet of



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Number FL #3932



KEY MAP



A - Typical Entrance Road Section (76' ROW)

N.T.S.

LEGEND:

- ① ASPHALT
- ② BASE
- ③ SUBGRADE
- ④ 6" STABILIZED SUBGRADE IN CURB AREA TO EXTEND 12" EACH SIDE TO 50 FBV
- ⑤ TYPE 1" CONC. CURB
- ⑥ TYPE 1" CONC. CURB (MODIFIED)
- ⑦ 2" RIBBON CONC. CURB
- ⑧ 2" MIAMI CONC. CURB
- ⑨ 4" CONC. SIDEWALK (3000 P.S.I.)+

NOTE: FINAL PAVEMENT SECTIONS WILL BE DETERMINED AT TIME OF CONSTRUCTION PLAN SUBMITTAL.

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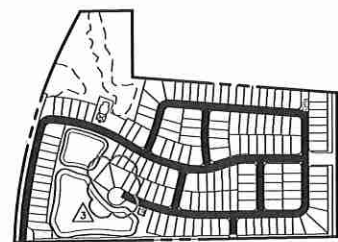
Bridle Path Mixed KPI

City of Apopka, Florida

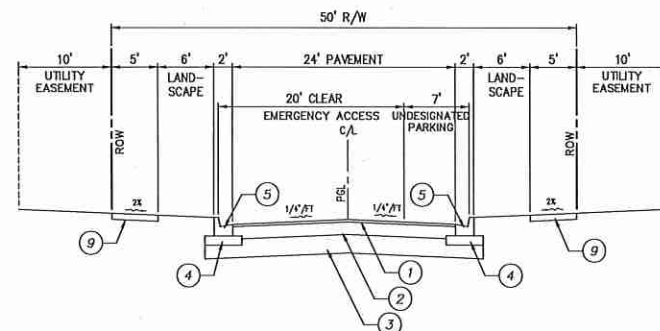
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Typical Sections & Details



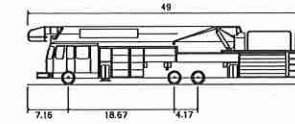
KEY MAP



NOTE: NO PARKING SIGNAGE SHALL BE PROVIDED ON ONE SIDE OF STREET

C - Typical Road Section - Parking One Side (50' ROW)

N.T.S.

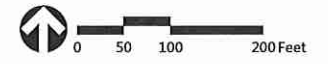


FT-Aerial - Orange Co
 Overall Length 49.000ft
 Overall Width 8.000ft
 Overall Body Height 10.209ft
 Min Body Ground Clearance 0.640ft
 Track Width 6.730ft
 Lock-to-lock time 6.00s
 Curb to Curb Turning Radius 32.280ft



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Bridle Path Mixed KPI

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| CLG | | JRH | |

Issued for: Preliminary Development Plan Approval
 Date: Dec. 28, 2017
 Vertical Datum NAVD 1988

Fire Access Plan

Drawing Number
C-6
 Sheet of

James R. Hoffman, P.E.
 P.E. # 75623
 DATE: Jun. 08, 2018
 Project Number: 62799.01

OWNER: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 PARCEL ID: 12-20-27-0000-00-034

OWNER: CORINNE EVERLY FAMILY TRUST AND LARRY EVERLY FAMILY TRUST
 PARCEL ID: 12-20-27-0000-00-051

OWNER: DAVID & CHARLOTTE BAKLE
 PARCEL ID: 12-20-27-0000-00-072

OWNER: ORLANDO BELTWAY ASSOCIATES
 PARCEL ID: 12-20-27-0000-00-100

207

STATE ROAD 429 (MEKIVA PARKWAY)
 PER THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP
 PROJECT NO. 429-203

EASTERLY RIGHT OF WAY OF STATE ROAD 429

PLYMOUTH SORRENTO ROAD
 PER DEED BOOK 402, PAGE 136



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

Tree Chart

| Total Inches To Be Preserved | Total Inches To Be Removed | Total Replacement Inches Required | Trees Provided (3" Min.) | Proposed Replacement Trees | Caliper Provided (3" Min.) | Total Inches Provided |
|------------------------------|----------------------------|-----------------------------------|--------------------------|----------------------------|----------------------------|-----------------------|
| 2,891 | 3,573 | 3,573 | CANOPY (PARKS) | 202 | 4 | 808" |
| | | | STREET TREES | 293 | 4 | 1,172" |
| | | | HOMES (152 @ 3 PER LOT) | 456 | 3.5 | 1,596" |
| | | | | | | TOTAL 3,576" |

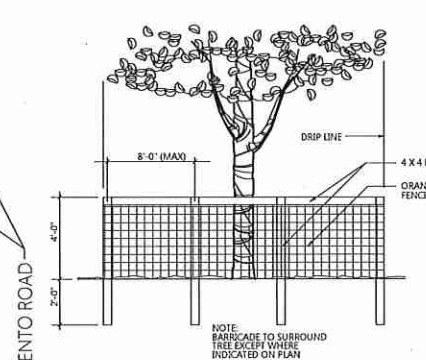
| Point # | Description |
|---------|-------------|
| 1008 | 37" OAK |
| 1009 | 51" OAK |
| 1010 | 48" OAK |
| 1011 | 35" OAK |
| 1012 | 32" OAK |
| 1013 | 38" OAK |
| 1014 | 28" OAK |
| 1015 | 20" PINE |
| 1016 | 28" OAK |
| 1017 | 22" TREE |
| 1029 | 30" OAK |
| 1030 | 29" OAK |
| 1031 | 22" OAK |
| 1032 | 35" OAK |
| 1033 | 46" OAK |
| 1034 | 55" OAK |
| 1037 | 45" OAK |
| 1049 | 23" OAK |
| 1050 | 20" PINE |
| 1051 | 22" PINE |
| 1062 | 13" CAMPHOR |
| 1062 | 23" OAK |
| 1063 | 24" PINE |
| 1064 | 22" PINE |
| 1065 | 37" OAK |
| 1068 | 56" OAK |
| 1077 | 28" OAK |
| 1078 | 43" OAK |
| 1079 | 39" OAK |
| 1080 | 33" OAK |
| 1081 | 23" OAK |
| 1082 | 39" OAK |
| 1083 | 22" OAK |
| 1084 | 35" OAK |
| 1085 | 28" OAK |
| 1086 | 29" OAK |
| 1103 | 41" OAK |
| 1104 | 33" OAK |
| 1105 | 48" OAK |
| 1106 | 30" OAK |
| 1107 | 24" OAK |

| Point # | Description |
|---------|-------------|
| 1108 | 36" OAK |
| 1109 | 52" OAK |
| 1111 | 41" OAK |
| 1112 | 40" OAK |
| 1113 | 52" OAK |
| 1116 | 36" OAK |
| 1117 | 19" OAK |
| 1119 | 30" OAK |
| 1123 | 60" OAK |
| 1157 | 72" OAK |
| 1158 | 52" OAK |
| 1174 | 27" PINE |
| 1175 | 51" OAK |
| 1176 | 13" PALM |
| 1177 | 27" PINE |
| 1178 | 43" OAK |
| 1179 | 33" OAK |
| 1180 | 41" OAK |
| 1181 | 33" OAK |
| 1183 | 36" OAK |
| 1184 | 30" OAK |
| 1185 | 29" OAK |
| 1192 | 51" OAK |
| 1193 | 35" OAK |
| 1194 | 36" OAK |
| 1195 | 24" OAK |
| 1196 | 22" OAK |
| 1197 | 22" OAK |
| 1198 | 28" OAK |
| 1199 | 28" OAK |
| 1235 | 36" OAK |
| 1236 | 48" OAK |
| 1237 | 36" OAK |
| 1238 | 36" OAK |
| 1239 | 48" OAK |
| 1241 | 30" OAK |
| 1242 | 36" OAK |
| 1243 | 28" OAK |
| 1266 | 18" OAK |
| 1267 | 60" OAK |
| 1268 | 36" OAK |

| Point # | Description |
|---------|-------------|
| 1273 | 32" OAK |
| 1274 | 36" OAK |
| 1275 | 50" OAK |
| 1276 | 48" OAK |
| 1293 | 30" OAK |
| 1294 | 24" OAK |
| 1295 | 32" OAK |
| 1296 | 24" OAK |
| 1297 | 35" OAK |
| 1298 | 28" OAK |
| 1299 | 36" CAMPHOR |
| 1305 | 39" OAK |
| 1306 | 18" PINE |
| 1307 | 29" OAK |
| 1326 | 48" OAK |
| 1327 | 24" OAK |
| 1328 | 36" PINE |
| 1329 | 35" OAK |
| 1330 | 36" OAK |
| 1331 | 52" OAK |
| 1332 | 24" PINE |
| 1333 | 32" OAK |
| 1340 | 32" OAK |
| 1341 | 48" OAK |
| 1342 | 30" OAK |
| 1343 | 24" OAK |
| 1344 | 30" OAK |
| 1345 | 35" OAK |
| 1346 | 32" OAK |
| 1353 | 32" PINE |
| 1354 | 24" PINE |
| 1355 | 36" PINE |
| 1356 | 30" PINE |
| 1357 | 24" OAK |
| 1358 | 30" PINE |
| 1359 | 34" PINE |
| 1360 | 24" PINE |
| 1361 | 36" OAK |
| 1362 | 30" OAK |
| 1363 | 30" PINE |
| 1364 | 24" PINE |

| Point # | Description |
|---------|-------------|
| 1365 | 24" PINE |
| 1366 | 32" PINE |
| 1367 | 24" PINE |
| 1368 | 24" OAK |
| 1369 | 30" OAK |
| 1370 | 33" PINE |
| 1380 | 30" OAK |
| 1381 | 60" OAK |
| 1382 | 42" OAK |
| 1383 | 60" OAK |
| 1384 | 36" OAK |
| 1385 | 57" OAK |
| 1386 | 18" PINE |
| 1387 | 24" PINE |
| 1388 | 20" PINE |
| 1389 | 24" PINE |
| 1390 | 20" PINE |
| 1391 | 20" PINE |
| 1392 | 24" PINE |
| 1393 | 24" PINE |
| 1394 | 24" PINE |
| 1395 | 24" PINE |
| 1396 | 24" PINE |
| 1397 | 24" PINE |
| 1398 | 24" PINE |
| 1399 | 24" PINE |
| 1400 | 24" PINE |
| 1401 | 24" PINE |
| 1402 | 24" PINE |
| 1403 | 24" PINE |
| 1404 | 24" PINE |
| 1405 | 24" PINE |
| 1406 | 24" PINE |
| 1407 | 24" PINE |
| 1408 | 24" PINE |
| 1409 | 24" PINE |
| 1410 | 24" PINE |
| 1411 | 24" PINE |
| 1412 | 24" PINE |
| 1413 | 24" PINE |
| 1414 | 24" PINE |
| 1415 | 24" PINE |
| 1416 | 24" PINE |
| 1417 | 24" PINE |
| 1418 | 24" PINE |
| 1419 | 24" PINE |
| 1420 | 24" PINE |
| 1421 | 24" PINE |
| 1422 | 24" PINE |
| 1423 | 24" PINE |
| 1424 | 24" PINE |
| 1425 | 24" PINE |
| 1426 | 24" PINE |
| 1427 | 24" PINE |
| 1428 | 24" PINE |
| 1429 | 24" PINE |
| 1430 | 24" PINE |
| 1431 | 24" PINE |
| 1432 | 24" PINE |
| 1433 | 24" PINE |
| 1434 | 24" PINE |
| 1435 | 24" PINE |
| 1436 | 24" PINE |
| 1437 | 24" PINE |
| 1438 | 24" PINE |
| 1439 | 24" PINE |
| 1440 | 24" PINE |
| 1441 | 24" PINE |
| 1442 | 24" PINE |
| 1443 | 24" PINE |
| 1444 | 24" PINE |
| 1445 | 24" PINE |
| 1446 | 24" PINE |
| 1447 | 24" PINE |
| 1448 | 24" PINE |
| 1449 | 24" PINE |
| 1450 | 24" PINE |
| 1451 | 24" PINE |
| 1452 | 24" PINE |
| 1453 | 24" PINE |
| 1454 | 24" PINE |
| 1455 | 24" PINE |
| 1456 | 24" PINE |
| 1457 | 24" PINE |
| 1458 | 24" PINE |
| 1459 | 24" PINE |
| 1460 | 24" PINE |
| 1461 | 24" PINE |
| 1462 | 24" PINE |
| 1463 | 24" PINE |
| 1464 | 24" PINE |
| 1465 | 24" PINE |
| 1466 | 24" PINE |
| 1467 | 24" PINE |
| 1468 | 24" PINE |
| 1469 | 24" PINE |
| 1470 | 24" PINE |
| 1471 | 24" PINE |
| 1472 | 24" PINE |
| 1473 | 24" PINE |
| 1474 | 24" PINE |
| 1475 | 24" PINE |
| 1476 | 24" PINE |
| 1477 | 24" PINE |
| 1478 | 24" PINE |
| 1479 | 24" PINE |
| 1480 | 24" PINE |
| 1481 | 24" PINE |
| 1482 | 24" PINE |
| 1483 | 24" PINE |
| 1484 | 24" PINE |
| 1485 | 24" PINE |
| 1486 | 24" PINE |
| 1487 | 24" PINE |
| 1488 | 24" PINE |
| 1489 | 24" PINE |
| 1490 | 24" PINE |
| 1491 | 24" PINE |
| 1492 | 24" PINE |
| 1493 | 24" PINE |
| 1494 | 24" PINE |
| 1495 | 24" PINE |
| 1496 | 24" PINE |
| 1497 | 24" PINE |
| 1498 | 24" PINE |
| 1499 | 24" PINE |
| 1500 | 24" PINE |

| Point # | Description |
|---------|-------------|
| 6054 | 18" PINE |
| 6056 | 34" OAK |
| 6057 | 40" OAK |
| 6062 | 24" PINE |
| 6073 | 24" PINE |
| 6074 | 24" PINE |
| 6077 | 42" OAK |
| 6078 | 24" PINE |
| 6081 | 25" PINE |
| 6082 | 25" PINE |
| 6085 | 20" PINE |
| 6086 | 16" PINE |
| 6089 | 24" PINE |
| 6090 | 23" PINE |
| 6093 | 24" PINE |
| 6094 | 24" PINE |
| 6096 | 24" PINE |
| 6097 | 18" PINE |
| 6100 | 18" PINE |
| 6101 | 18" PINE |
| 6104 | 38" OAK |
| 6105 | 60" OAK |
| 6108 | 42" OAK |
| 6115 | 38" OAK |
| 6141 | 20" PINE |
| 6142 | 20" PINE |
| 6145 | 42" OAK |
| 6146 | 52" OAK |
| 6148 | 48" OAK |
| 6149 | 36" OAK |
| 6152 | 48" OAK |
| 6154 | 48" OAK |
| 6156 | 42" OAK |
| 6157 | 32" OAK |
| 6180 | 60" OAK |
| 6181 | 32" OAK |
| 6184 | 42" OAK |
| 6185 | 52" OAK |



- GENERAL NOTES:**
- RESIDENTIAL PDP'S SHALL COMPLY WITH SECTION 5.01 OF CONCERNING MINIMUM NUMBER OF TREES PER LOT. EXISTING TREES SHALL BE PRESERVED AS FEASIBLE IN ACCORDANCE WITH SECTION 4.5 OF THE DEVELOPMENT DESIGN GUIDELINES.
 - TREE REMOVAL MITIGATION PER LOT IS THE RESPONSIBILITY OF EACH LOT OWNER AND SHALL BE CONSISTENT WITH THIS TREE SURVEY/REMOVAL/REPLACEMENT PLAN.
 - ANY TREES PROPOSED TO BE PRESERVED ON THIS PLAN SHALL NOT HAVE ANY FILL OR EXCAVATION AT POINTS CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE OR AT THE RADIUS OF THE DRIP-LINE OF THE PROTECTED TREE OR STAND OF TREES, WHICHEVER IS GREATER.
 - A TREE PRESERVATION/MITIGATION PLAN IS INCLUDED WITH THIS PDP SUBMITTAL. DUE TO FINAL SITE ENGINEERING EVALUATION, UP TO (BUT NO MORE THAN) 10% OF THE AMOUNT OF TREES (IN INCHES SHOWN TO BE PRESERVED) MAY BE REMOVED, PROVIDED SUCH REMOVALS ARE REFLECTED IN AN ADJUSTED TREE PRESERVATION/MITIGATION PLAN SUBMITTED AND APPROVED BY THE ZONING ARBOR OFFICE PRIOR TO REMOVALS. SUCH REMOVALS AND MITIGATIONS SHALL BE IN ACCORDANCE WITH REGULAR MITIGATION REQUIREMENTS, AND SHALL NOT BE CONSIDERED A VIOLATION.
 - BUILDER WILL BE RESPONSIBLE FOR REPLACING ANY TREE IDENTIFIED AS BEING "PRESERVED" THAT WAS REMOVED, AND FOR PROVIDING TREE PROTECTION FOR ANY PRESERVED TREES.
 - NO TREES SHALL BE REMOVED FROM WETLAND OR UNDISTURBED BUFFER AREAS.

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Bridle Path Mixed KPI
City of Apopka, Florida

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Designed by: CLG
Checked by: JRH

Issued for: **Preliminary Development Plan Approval**
Vertical Datum NAVD 1988
Dec. 28, 2017

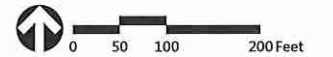
Tree Removal and Tree Mitigation Plan
Drawing Number: **C-7**
Sheet of



vhb.com
 225 E. Robinson Street
 Suite 300
 Orlando, FL 32801
 407.839.4006
 Certificate of Authorization
 Number FL #3932

NOTE:
 SIDEWALKS FRONTING RESIDENTIAL
 LOTS SHALL BE CONSTRUCTED BY
 THE HOME BUILDER AT THE TIME OF
 RESIDENTIAL LOT CONSTRUCTION.

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STATE ROAD 429 (WEKIVA PARKWAY)
 PER THE CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY RIGHT OF WAY MAP
 PROJECT NO. 429-203

PLYMOUTH SORRENTO ROAD
 PER DEED BOOK 402, PAGE 136

Bridle Path Mixed KPI

City of Apopka, Florida

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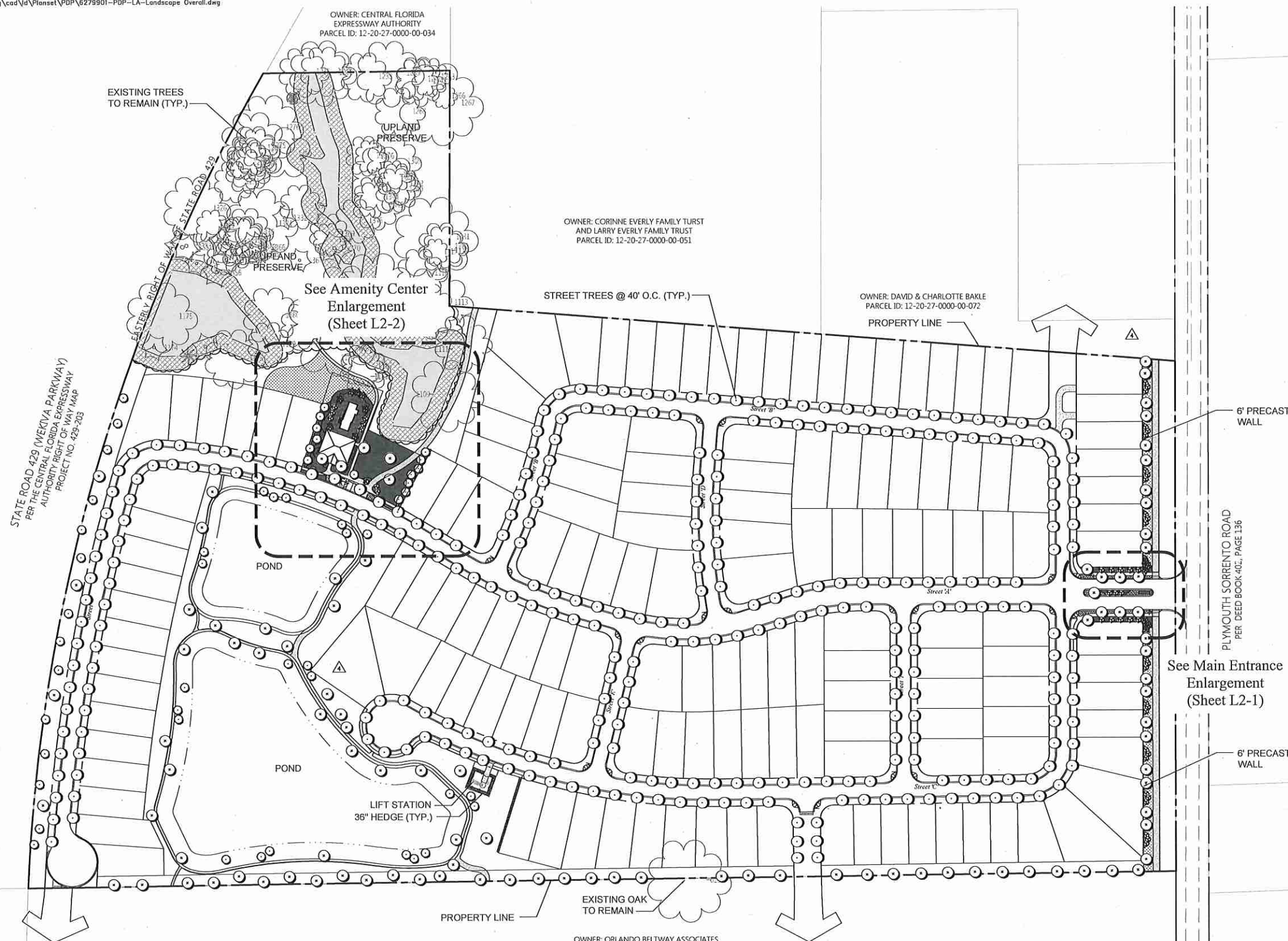
Issued for: Preliminary Development
 Date: Dec. 28, 2017

Plan Approval
 Vertical Datum NAVD 1988
 Drawing Title: Signage/Striping & Pedestrian/Bicycle Plan

Drawing Number
C-8
 Sheet of



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Designed by: CLG
Checked by: JRH

Issued for: Preliminary Development Plan Approval
Vertical Datum NAVD 1988

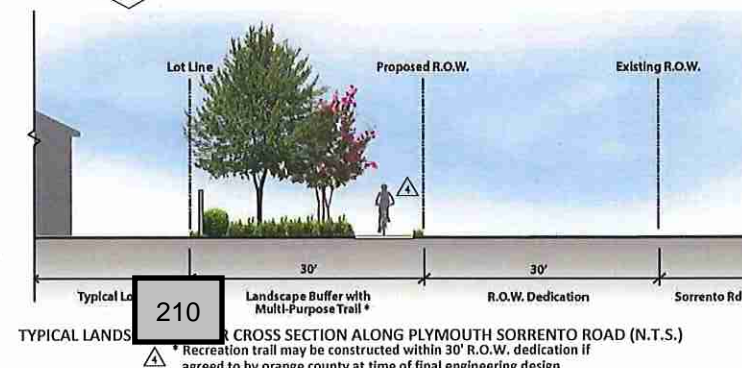
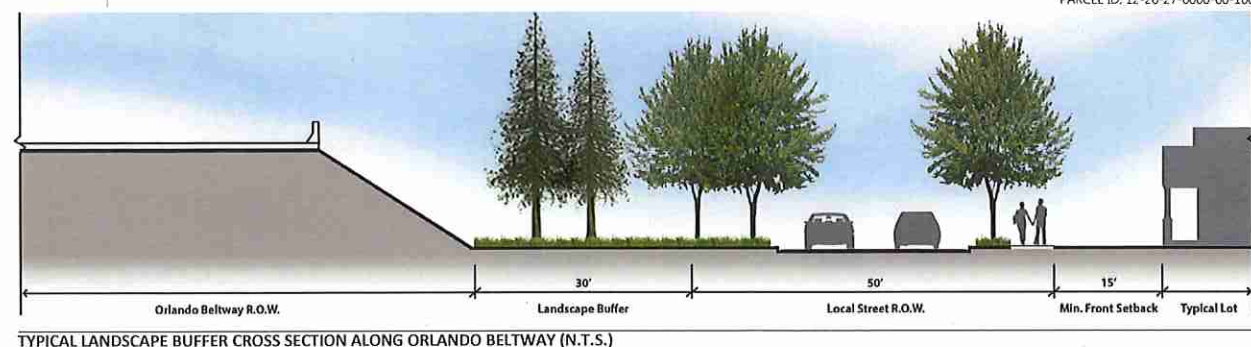
Overall Landscape Plan

Registered Landscape Architect
CHRISTOPHER JAY BROWN
LA 703
STATE OF FLORIDA

Christopher J. Brown
LA 0000703
DATE: Jun. 08, 2018

Drawing Number: L-1
Sheet of

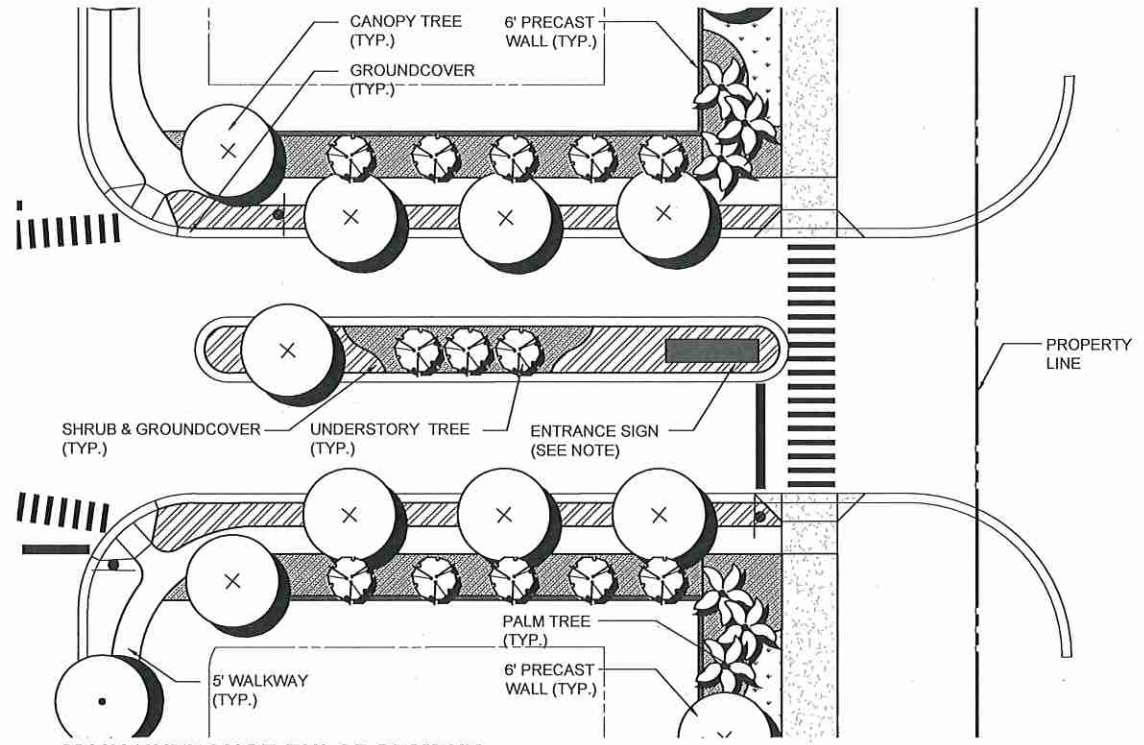
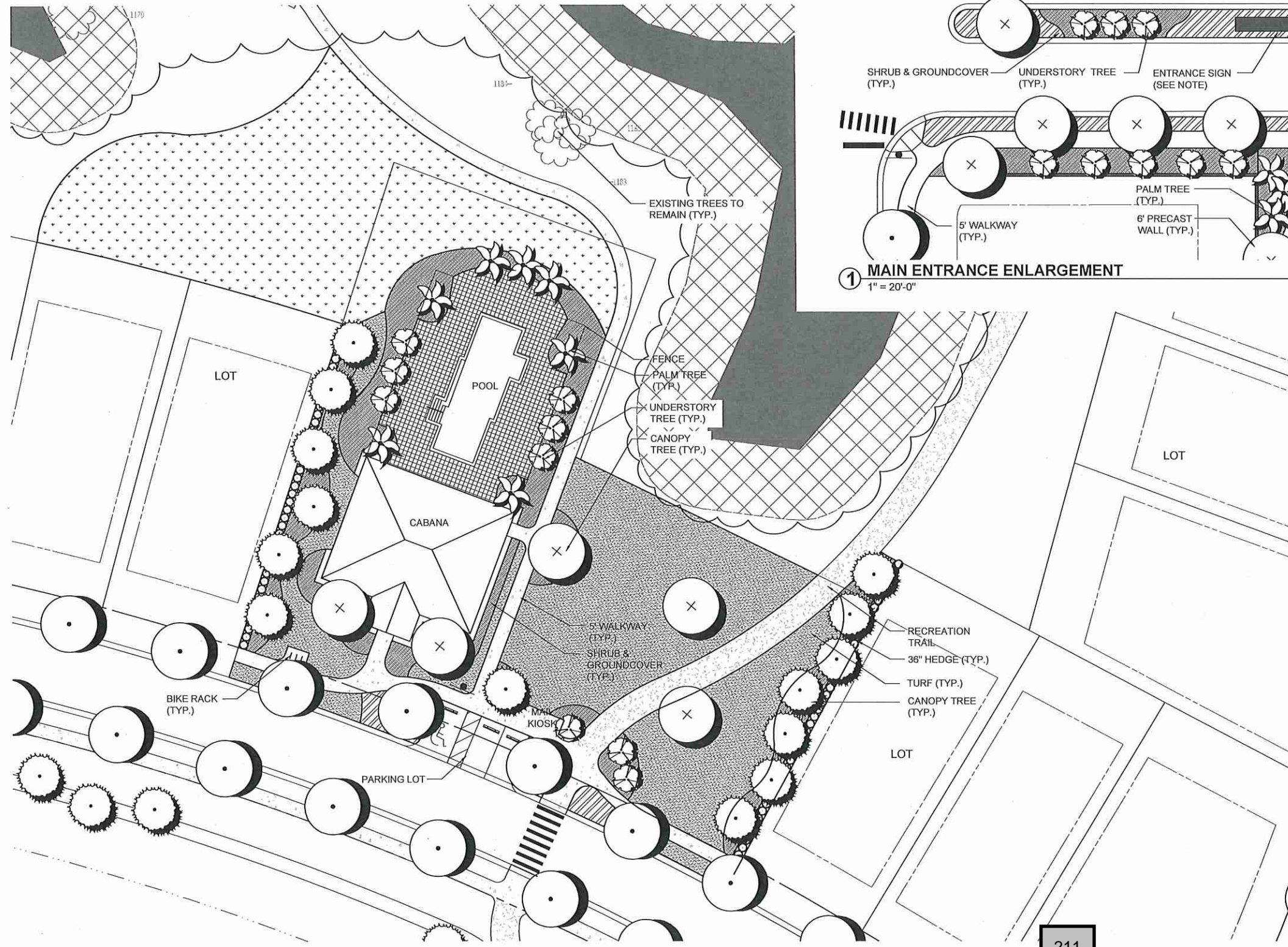
Project Number: 62799.01





vhb.com
 225 E. Robinson Street
 Suite 300
 Orlando, FL 32801
 407.839.4006
 Certificate of Authorization
 Number FL #3932

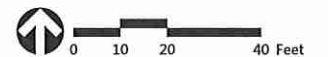
NOTE:
 ENTRANCE SIGN SHALL NOT
 EXCEED 8-FEET IN HEIGHT.



1 MAIN ENTRANCE ENLARGEMENT
 1" = 20'-0"

2 AMENITY CENTER ENLARGEMENT
 1" = 20'-0"

PRELIMINARY - NOT FOR CONSTRUCTION
 THIS PRELIMINARY DEVELOPMENT PLAN IS SIGNED AND
 SEALED AS REQUIRED BY CITY OF APOPKA CODE SECTION
 12.02.04.B. THESE PLANS ARE NOT FINAL CONSTRUCTION
 DOCUMENTS AND ARE NOT INTENDED FOR PERMIT,
 CONSTRUCTION, OR BIDDING PURPOSES.



Bridle Path Mixed KPI

City of Apopka, Florida

| No. | Revision | Date | Appvd. |
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Designed by: CLG
 Checked by: JRH

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Landscape Planting Plan

Registered Landscape Architect
 CHRISTOPHER JAY BROWN
 LA 703
 STATE OF FLORIDA

Drawing Number: L-2
 Sheet of

Christopher J. Brown
 LA 000703
 DATE: Jun. 08, 2018
 Project Number: 62799.01

Saved Monday, May 14, 2018 11:52:07 AM STOFFE Plotted Friday, June 08, 2018 12:56:28 PM Gieroch, Catherine

LEGEND

| TREES | COMMON NAME / BOTANICAL NAME | CONT | CAL | SIZE |
|-------------------------------------|--|-------|--------------------|---------------------------------|
| WATER USE | | | | |
| CANOPY TREES | | | | |
| (L) | Southern Live Oak / <i>Quercus virginiana</i> | B&B | 4"Cal | 16' Ht., 8' Spd. 6' CT. |
| (L) | Shumard Oak / <i>Quercus shumardii</i> | B&B | 4"Cal | 16' Ht., 8' Spd. 6' CT. |
| (L) | Allele Elm / <i>Ulmus parvifolia</i> 'Ailee' | B&B | 4"Cal | 14' Ht., 8' Spd. 6' CT. |
| (L) | Southern Magnolia / <i>Magnolia grandiflora</i> | B&B | 4"Cal | 14' Ht., 8' Spd. 6' CT. |
| (L) | Red Maple / <i>Acer rubrum</i> | B&B | 4"Cal | 14' Ht., 8' Spd. 6' CT. |
| (L) | Sycamore / <i>Platanus occidentalis</i> | B&B | 4"Cal | 14' Ht., 8' Spd. 6' CT. |
| (L) | Southern Red Cedar / <i>Juniperus silicicola</i> | B&B | 4"Cal | 12' Ht., 5' Spd. 4' CT. |
| (L) | Bald Cypress / <i>Taxodium distichum</i> | B&B | 4"Cal | 12' Ht., 5' Spd. 4' CT. |
| (L) | 'Emer II' Allele Elm / <i>Ulmus parvifolia</i> 'Emer II' | B&B | 4"Cal | 13' Ht., 9' Spd. 5' CT. |
| UNDERSTORY TREES | | | | |
| (L) | Ligustrum / <i>Ligustrum japonicum</i> | B&B | 4"Cal | 8' Ht. x 10' Spd. (multi-trunk) |
| (L) | Tuscarora Crape Myrtle / <i>Lagerstroemia indica</i> | B&B | 4"Cal | 8' Ht., 5' Spd. 3' CT. |
| (M) | Yellow Trumpet Tree / <i>Tabebuia chrysothricha</i> | B&B | 4"Cal | 16' Ht., 14' Spd. 4' CT. |
| PALMS | | | | |
| (L) | Sabal Palm / <i>Sabal palmetto</i> | B&B | | 8' - 12' C.T. |
| (L) | Trachycarpus fortunei / Windmill Palm | B&B | | 8' - 12' C.T. |
| (L) | Indian Date Palm / <i>Phoenix sylvestris</i> | B&B | | 8' - 12' C.T. |
| SHRUBS / GROUND COVER | | | | |
| COMMON NAME / BOTANICAL NAME | | | | |
| (L) | Walter's Viburnum / <i>Viburnum obovatum</i> | 7 gal | 36" Ht., 24" Sp | 30" o.c. |
| (M) | Sweet Viburnum / <i>Viburnum odoratissimum</i> | 7 gal | 36" Ht., 24" Spd., | 30" o.c. |
| (L) | Podocarpus / <i>Podocarpus macrophyllus</i> | 7 gal | 36" Ht., 24" Spd., | 30" o.c. |
| (L) | White Indian Hawthorn / <i>Raphiolepis indica</i> | 3 gal | 15" Ht., 18" Spd. | 30" o.c. |
| (L) | Coonilla / <i>Zamia floridana</i> | 3 gal | 15" Ht., 18" Spd. | 24" o.c. |
| (M) | Fringe Flower / <i>Loropetalum chinensis</i> | 3 gal | 15" Ht., 18" Spd. | 30" o.c. |
| (L) | Star Jasmine / <i>Trachelospermum asiaticum</i> | 1 gal | 12" Runners | 24" o.c. |
| (L) | Flax Lily / <i>Dianella tasmanica</i> 'Variegata' | 1 gal | 15" Ht. x 15" Spd. | 24" o.c. |
| (M) | Gold Mound Duranta / <i>Duranta erecta</i> 'Gold Mound' | 3 gal | 18" Ht., 24" Spd. | 30" o.c. |
| (L) | Thryallis / <i>Galphimia glauca</i> | 3 gal | 18" Ht., 24" Spd. | 30" o.c. |
| (L) | Fire Bush / <i>Hamelia patens</i> 'Compacta' | 3 gal | 18" Ht., 24" Spd. | 30" o.c. |
| (L) | Dwarf Burford Holly / <i>Ilex cornuta</i> 'Dwarf Burford' | 3 gal | 24" Ht., 24" Spd. | 30" o.c. |
| (L) | Dwarf Yucca / <i>Ilex vomitoria</i> 'Stokes Dwarf' | 3 gal | 18" Ht., 18" Spd. | 24" o.c. |
| (L) | Pink Muhly / <i>Muhlenbergia capillaris</i> | 1 gal | 18" O.A. | 24" o.c. |
| (M) | Philodendron / <i>Philodendron xanadu</i> | 3 gal | 24" Ht., 24" Spd. | 30" o.c. |
| (L) | Plumbago / <i>Plumbago auriculata</i> cvs. 'Imperial Blue' | 3 gal | 24" Ht., 24" Spd. | 30" o.c. |
| (L) | Blue Pacific Juniper / <i>Juniperus conferta</i> | 3 gal | 8" Ht., 24" Spd | 30" o.c. |
| (L) | Tricolor Jasmine / <i>Trachelospermum asiaticum</i> 'Tricolor' | 1 gal | 12" Runners | 18" o.c. |
| (L) | Asiatic Jasmine / <i>Trachelospermum asiaticum</i> | 1 gal | 12" Ht., 18" Spd. | 24" o.c. |
| SOD | | | | |
| (L) | Bahia Grass (<i>Paspalum notatum</i>) [Irrigated] | | | |
| (NA) | Bahia Grass (<i>Paspalum notatum</i>) [Non-Irrigated] | | | |

GENERAL LANDSCAPE NOTES

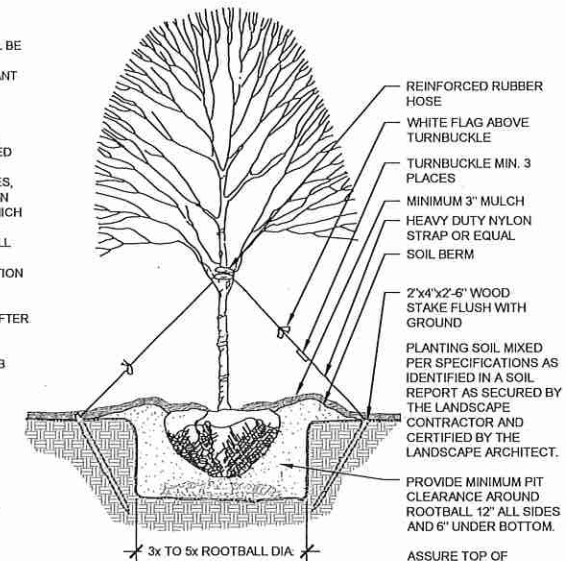
- 1) ALL ON-SITE EXISTING CONDITIONS INCLUDING SURFACE AND SUBSURFACE UTILITIES, GRADES, DIMENSIONS AND SOIL CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION BEGINS. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL PLANS PREPARED BY OTHERS THAT AFFECT THE LANDSCAPE AND IRRIGATION WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
- 2) EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, EQUIPMENT, FURNISHINGS AND EXISTING PLANTING AREAS TO REMAIN INCLUDING LAWN. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESULT OF NEGLIGENCE IN THE EXECUTION OF THE CONTRACTOR'S WORK.
- 3) THE CONTRACTOR SHALL INTERFACE WITH OTHER WORK BEING PERFORMED BY OTHER CONTRACTORS. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND THEIR SUBCONTRACTORS. THE LANDSCAPE CONTRACTOR SHALL INSURE THAT THEIR WORK DOES NOT IMPACT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.
- 4) PRIOR TO PLANTING INSTALLATION, THE CONTRACTOR SHALL CONFIRM THE AVAILABILITY OF ALL THE SPECIFIED PLANT MATERIALS AND MAKE ARRANGEMENTS WITH THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE TO REVIEW AND MUTUALLY FIELD TAG AGREED UPON PLANT MATERIALS AT LEAST ONE (1) WEEK PRIOR TO DELIVERY TO SITE.
- 5) ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. ALL CONTAINER AND TREE CALIPER SIZES ARE MINIMUM. CONTAINER OR CALIPER SIZE MAY BE INCREASED IF NECESSARY TO PROVIDE OVERALL PLANT SIZE SPECIFIED.
- 6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING VEGETATION AS REQUIRED AND PREPARING PLANTING AREAS PRIOR TO INSTALLATION OF PLANT MATERIALS.
- 7) THE LANDSCAPE CONTRACTOR SHALL TEST PROJECT SOILS TO VERIFY THAT THE SOILS ON-SITE ARE ACCEPTABLE FOR PROPER GROWTH OF PLANT MATERIALS AND ADEQUATE DRAINAGE IN PLANT BEDS AND PLANTERS. THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE LOCATION, AND PROCUREMENT OF EXISTING ON-SITE SOIL SAMPLES WITH THE LANDSCAPE ARCHITECT. REPRESENTATIVE SAMPLES SHALL BE SUBMITTED TO A CERTIFIED TESTING LABORATORY FOR ANALYSIS. THE FINDINGS, TOGETHER WITH RECOMMENDATIONS FOR AMENDING THE SOILS SHALL BE REVIEWED AND APPROVED BY THE OWNER, LANDSCAPE ARCHITECT, AND OWNER'S REPRESENTATIVE PRIOR TO DELIVERY AND INSTALLATION OF PLANT MATERIALS AT THE JOB.
- 8) THE LANDSCAPE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL SOIL DEPTH AND DRAINAGE IN ALL PLANT BEDS AND PLANTERS. EXCAVATION OF COMPACTED FILL SHALL BE ACCOMPLISHED TO INSURE PROPER SOIL DEPTH AND DRAINAGE.
- 9) ALL PLANTING BEDS SHALL BE STAKED IN ACCORDANCE WITH THE PLANS AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL PROVIDE STAKES OR IRRIGATION FLAGS TO LOCATE THE EDGES OF ALL SHRUB AND GROUND COVER PLANT BEDS AND INDIVIDUAL TREES AND PALMS. IF EXISTING CONDITIONS DO NOT ALLOW THE DESIGN TO BE LAID OUT AS SHOWN, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
- 10) ALL PROPOSED TREES SHALL BE INSTALLED EITHER ENTIRELY IN OR ENTIRELY OUT OF PLANTING BEDS. PLANTING BED OUTLINES SHALL NOT BE OBSTRUCTED AND SHALL BE SMOOTH AND FLOWING. IF TREES ARE LOCATED OUTSIDE PLANTING BEDS IN GRASS AREAS, MAINTAIN A MINIMUM THREE FEET 3' WIDE OFFSET TO ALLOW FOR MOWERS TO MANEUVER.
- 11) THE PLANT QUANTITIES SHOWN ON THE LANDSCAPE CONTRACT DOCUMENTS ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND REPORTING ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO CONTRACT AWARD AND COMMENCEMENT OF WORK.
- 12) THE LANDSCAPE CONTRACTOR SHALL VERIFY THE EXTENT OF GRASSING WORK IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING GRASS IN THE AREAS SHOWN ON THE PLAN IN SUFFICIENT QUANTITY TO PROVIDE FULL COVERAGE. ADDITIONAL GRASS REQUIRED WILL BE ADJUSTED BASED ON A SQUARE FOOTAGE UNIT PRICE. AREAS TO BE GRASSED SHALL BE AMENDED PER SOILS REPORT TO PROVIDE REQUIRED NUTRIENTS AND SOIL PH OF BETWEEN 6.0 AND 7.0.
- 13) THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PLANTS, SPACED AS SPECIFIED ON THE PLANT LIST. WHEN INSTALLING SHRUBS IN PLANTING BEDS, SPACING OF MATERIAL SHALL TAKE PRECEDENCE OVER QUANTITY OF MATERIALS INDICATED FOR PLANTING AREAS. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IF SUCH SITUATIONS ARISE. SHRUB AND GROUND COVER SPACING IS GENERALLY INDICATED ON THE PLANT LIST FOR ALL 'MASS PLANTINGS'. ACCENT SHRUBS AND TREES THAT ARE NOT PART OF MASS PLANTINGS SHALL BE SPACED AS SHOWN ON THE PLANS.
- 14) THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY AND PLUMB CONDITION OF ALL INSTALLED PLANT MATERIALS. THE CONTRACTOR SHALL REMOVE ALL STAKING MATERIALS THE END OF THE GROW-IN PERIOD AND DISPOSE OF SITE.
- 15) ALL PLANTING BEDS SHALL BE TOP-DRESSED WITH A 3" LAYER OF MULCH AS SPECIFIED. ALL TREES SHALL HAVE A 3" THICK MULCH RING PLACED AROUND THE BASE OF THE TRUNK. THE LANDSCAPE SCOPE OF WORK INCLUDES MULCHING AS AN INTEGRAL PART OF THE PROJECT.
- 16) ALL PLANT MATERIALS SHALL RECEIVE ADEQUATE WATERING BY THE LANDSCAPE CONTRACTOR AS REQUIRED UNTIL THE LANDSCAPE IRRIGATION SYSTEM IS FULLY OPERATIONAL AND UNTIL FINAL ACCEPTANCE BY OWNER.
- 17) ALL EXISTING PLANT BEDS TO REMAIN WITHIN THE CONSTRUCTION LIMIT LINE SHALL BE LEFT UNDISTURBED. EXISTING TREES TO REMAIN, AS NOTED ON THE DRAWINGS, SHALL BE LEFT UNDISTURBED AND PROTECTED BY WOODEN BARRICADES ERRECTED AT THE PERIMETER OF THE TREE DRIP-LINE(S). NO VEHICLE SHALL TRAVERSE THIS AREA NOR SHALL ANY STORAGE OF MATERIALS OR EQUIPMENT BE PERMITTED WITHIN THE AREA OF THE TREE DRIP-LINE(S). ANY EXISTING PLANT BEDS OR TREES DAMAGED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED BY THE RESPONSIBLE PARTY AT THEIR OWN EXPENSE.
- 18) NO TREES SHALL BE PLANTED WITHIN DESIGNATED UTILITY CORRIDORS, PUBLIC RIGHT OF WAY NOR ANY PLANTS LOCATED WITHIN FOUR FEET (4') OF ANY SWALE CENTERLINE IDENTIFIED ON THE DRAWINGS. FIELD ADJUST AS NECESSARY AND REVIEW ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 19) THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS AND EXCAVATED BACKFILL OFF-SITE ON A DAILY BASIS AT NO ADDITIONAL COST TO THE OWNER.
- 20) SEE LANDSCAPE SPECIFICATIONS FOR FURTHER REQUIREMENTS.

APOPKA LAND DEVELOPMENT CODE NOTES

- 1) FINAL LANDSCAPE PLAN SHALL CONFORM TO THE "FLORIDA FRIENDLY PLAN" AND WILL BE CONSISTENT WITH APOPKA LAND DEVELOPMENT CODE.
- 2) ALL EXISTING INVASIVE EXOTIC PLANTS, AS LISTED ON THE FLORIDA EXOTIC PEST PLANT COUNCIL'S INVASIVE PLANT SPECIES LIST, SHALL BE REMOVED.
- 3) IRRIGATION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF APOPKA LAND DEVELOPMENT CODE (ORDINANCE NO. 2069, SECTION 5.01.10). AN IRRIGATION SYSTEM PROVIDING 100% COVERAGE TO ALL LANDSCAPE AREAS IS TO BE INSTALLED AND BE FULLY OPERATIONAL PRIOR TO THE INSTALLATION OF ANY SPECIFIED PLANT MATERIALS. THE OPERATION TIMES AND DURATIONS SHALL BE SCHEDULED TO PROVIDE NORMAL WATER REQUIREMENTS BASED ON PLANT MATERIAL TYPE, (I.E. TREES, SHRUBS, GROUNDCOVERS, AND SOD) PER APOPKA LAND DEVELOPMENT CODE SECTION 5.01.10. ALL IRRIGATION SYSTEMS SHALL HAVE A RAIN SENSOR DEVICE OR SWITCH WHICH WILL OVERRIDE THE IRRIGATION CYCLE WHEN ADEQUATE RAINFALL HAS OCCURRED.
- 4) THE IRRIGATION SYSTEM WILL BE PERMANENT FOR THE PURPOSE OF ESTABLISHING ALL PLANT MATERIAL ON SITE.
- 5) INSTALLATION OF PLANT MATERIAL SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 5.01.00 OF THE LAND DEVELOPMENT CODE AND WITH SECTION M OF THE KELLY PARK INTERCHANGE FORM-BASED CODE.
- 6) ALL LANDSCAPE MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND VIABLE STATE AFTER ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- 7) AN IRRIGATION PLAN SHALL BE SUBMITTED WITH THE FINAL DEVELOPMENT PLAN SUBMITTAL THAT WILL PROVIDE 100% HEAD-TO-HEAD COVERAGE OF ALL TREES, SHRUB AND GROUND COVER AREAS (SEC 5.01.10).
- 8) LANDSCAPE AND IRRIGATION PLANS SHALL BE IN COMPLIANCE WITH "WATER WISE ORDINANCE 2069 AND COMPLETED BY A LICENSED LANDSCAPE ARCHITECT.

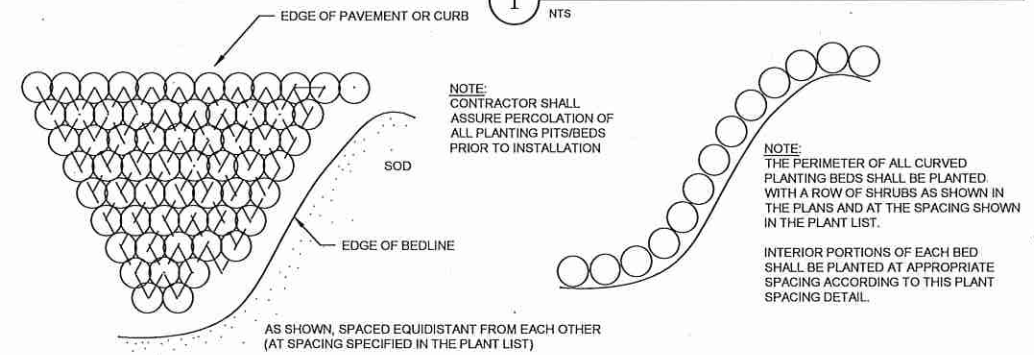
LANDSCAPE CONSTRUCTION DETAIL NOTE

ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING APPROVAL OF FINAL CONSTRUCTION PLANS

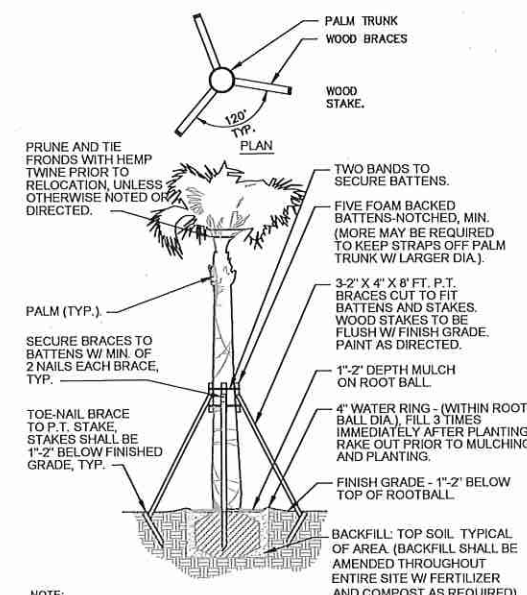


NOTE: CONTRACTORS TO REMOVE ALL NON-BIODEGRADABLE NYLON STRAPPING OR ROPPING FROM ATOP OF PLANTED TREE ROOT BALLS. MULCH NOT PLACED ANY CLOSER THAN 12 - 18" FROM TRUNKS OF NEWLY PLANTED TREES

1 TREE PLANTING DETAIL

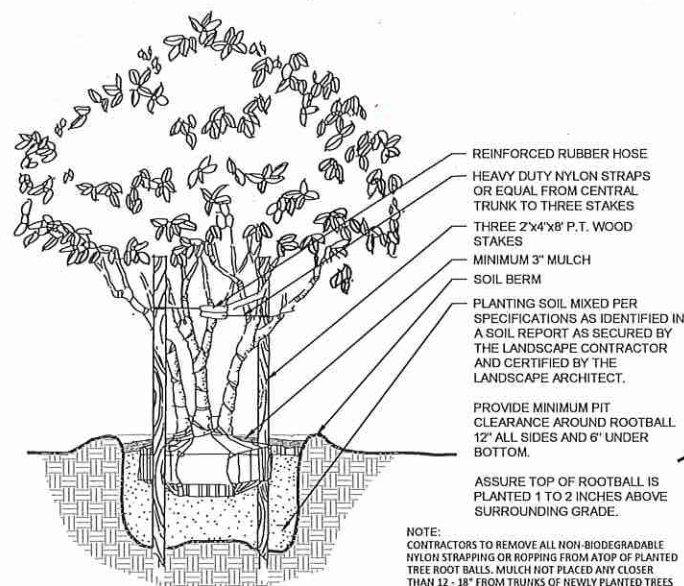


2 SHRUB/GROUND COVER SPACING PLAN

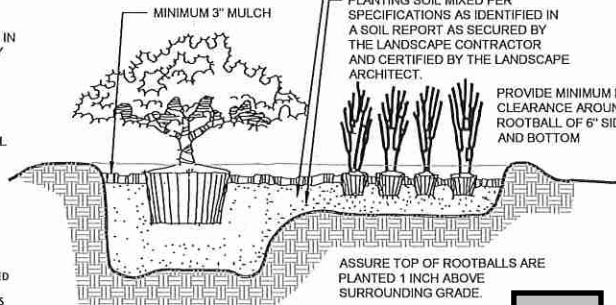


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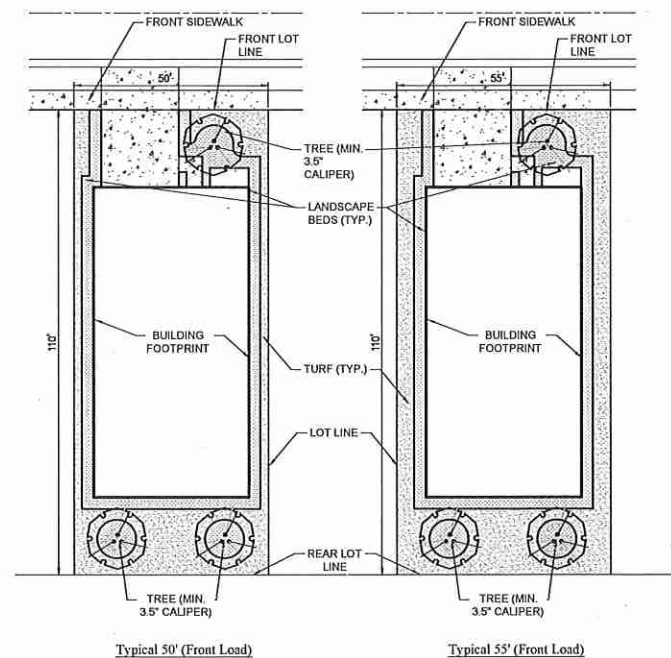
3 PALM BRACING DETAIL



4 MULTI-STEM TREE PLANTING DETAIL



5 SHRUB/GROUND COVER PLANTING DETAIL



6 TYPICAL LANDSCAPE LOT DIAGRAM



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

Preliminary - NOT FOR CONSTRUCTION
THIS PRELIMINARY DEVELOPMENT PLAN IS SIGNED AND SEALED AS REQUIRED BY CITY OF APOPKA CODE SECTION 12.02.04.B. THESE PLANS ARE NOT FINAL CONSTRUCTION DOCUMENTS AND ARE NOT INTENDED FOR PERMIT, CONSTRUCTION, OR BIDDING PURPOSES.

Bridle Path Mixed KPI

City of Apopka, Florida

| No | Revision | Date | Apprv. |
|----|-------------------------------------|------------|--------|
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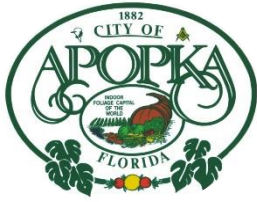
Preliminary Development Plan Approval
Vertical Datum NAVD 1988

Landscape Schedule & Notes

Registered Landscape Architect
LA 703
STATE OF FLORIDA
Christopher J. Brown
LA 000703
Jun. 08, 2018

Project Number
62799.01

Sheet
L-3



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: June 20, 2018
FROM: Community Development
EXHIBITS: Zoning Report
Vicinity Map
Zoning Map
Aerial Map
Ordinance No. 2654

SUBJECT: ORDINANCE 2654 - CHANGE OF ZONING – CARRIAGE HILL PHASE 2

REQUEST: FIRST READING OF ORDINANCE 2654 – CHANGE OF ZONING – CARRIAGE HILL PHASE 2 – FROM R-1AA TO R-1 (SINGLE FAMILY RESIDENTIAL); AND HOLD OVER FOR SECOND READING FOR ADOPTION ON AUGUST 1, 2018

SUMMARY:

OWNER: JTD Land at Rogers Road, LLC
APPLICANT: Dewberry c/o Sarah Maier
LOCATION: 1455 W. Lester Road
PARCEL ID NUMBER: 29-20-28-0000-00-005
EXISTING USE: Vacant, Woodlands and Grasslands
CURRENT ZONING: R-1AA
DEVELOPMENT POTENTIAL: 20 Single Family Homes
PROPOSED ZONING: R-1 (Single Family Residential District)
Min. lot width—75; min. lot area: 8,000 sq.ft.
TRACT SIZE: 5.75 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT UNDER ZONING DISTRICT:
EXISTING: up to 20 single family homes
PROPOSED: up to 15 single family homes

FUNDING SOURCE: N/A

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

ADDITIONAL COMMENTS: Presently, the subject parcel is assigned a zoning category of R-1AA. The applicant is requesting the City to assign a zoning classification of R-1 (Single Family Residential) to the property to add as a second phase to Carriage Hills residential subdivision on Rogers Road.

The subject parcel was annexed into the city on August 22, 1990 by Ordinance Number 624.

A request to assign a change of zoning to R-1 is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. Carriage Hill Phase 1, is the west adjacent property, also zoned R-1. The subject property is intended to incorporate into Carriage Hill Phase 1 with the same R-1 zoning.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed zoning of the property is consistent with the proposed Residential Low Suburban (0-3.5 du / ac) Future Land Use designation.

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 April 2, 2018.

PUBLIC HEARING SCHEDULE:

June 12, 2018 - Planning Commission (5:30 pm)

June 20, 2018 - City Council (7:00 pm) - 1st Reading

August 1, 2018 – City Council (1:30 pm) – 2nd Reading and Adoption

DULY ADVERTISED:

Public Notice and Notification- June 1, 2018

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from R-1AA to R-1 for the property owned by JTD Land at Rogers Road, LLC, and located at 1455 West Lester Road.

The **Planning Commission**, at its meeting on June 12, 2018, found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas; and unanimously recommended approval of the proposed change of zoning from R-1AA to R-1 for the property owned by JTD Land at Rogers Road, LLC, and located at 1455 West Lester Road.

Recommended Motion: Accept the first reading of Ordinance 2654 and hold over for second reading and adoption on August 1, 2018.

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 | Residential Low Suburban | R-1AA | Vacant Property |
| East | Residential Low Suburban | PUD | Oak Hill Reserve Subdivision |
| South | Residential Low Suburban | PUD | Future Phase 2 Open Space and stormwater pond |
| West | Residential Low Suburban | R-1 | Carriage Hill Phase 1 |

**LAND USE & TRAFFIC
 COMPATIBILITY:**

The proposed access point for this property is from Carriage Pointe Loop, a street in Carriage Hill Phase 1.

The subject parcel will become part of the Carriage Hills residential development, which is zoned R-1 and has similar lot size and width.

**COMPREHENSIVE PLAN
 COMPLIANCE:**

The proposed R-1 zoning is consistent with the proposed Future Land Use designation, “Residential Low Suburban” (0-3.5 du / ac) and with the character of the surrounding area and future proposed development. Development Plans shall not exceed the density allowed in the adopted Future Land Use designation.

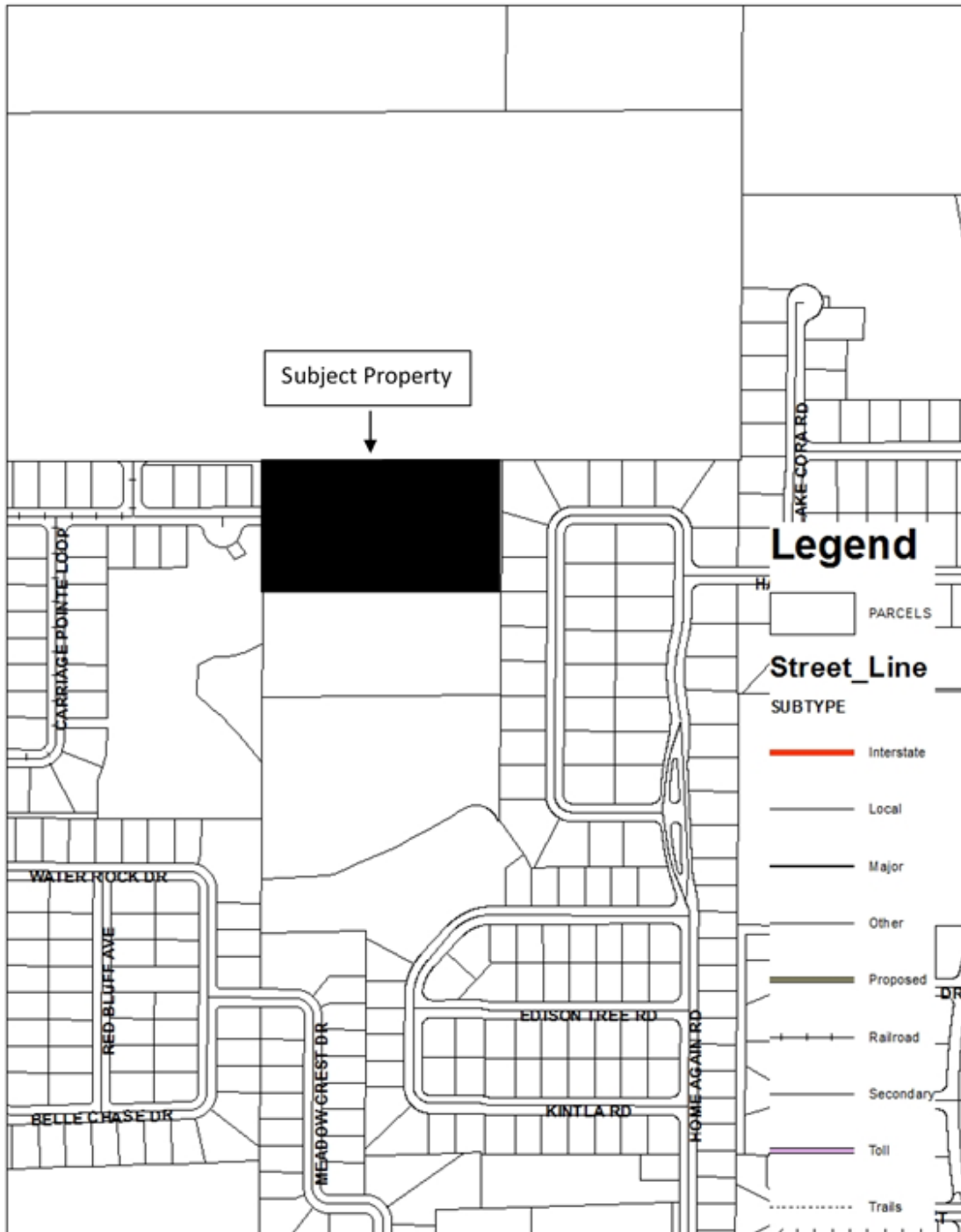
ALLOWABLE USES:

1. Single-family dwellings and their customary accessory structures and uses in accordance with article VII of this code.
2. Supporting infrastructure and public facilities of less than five acres as defined in this code and in accordance with [Section 2.02.01](#), LDC.



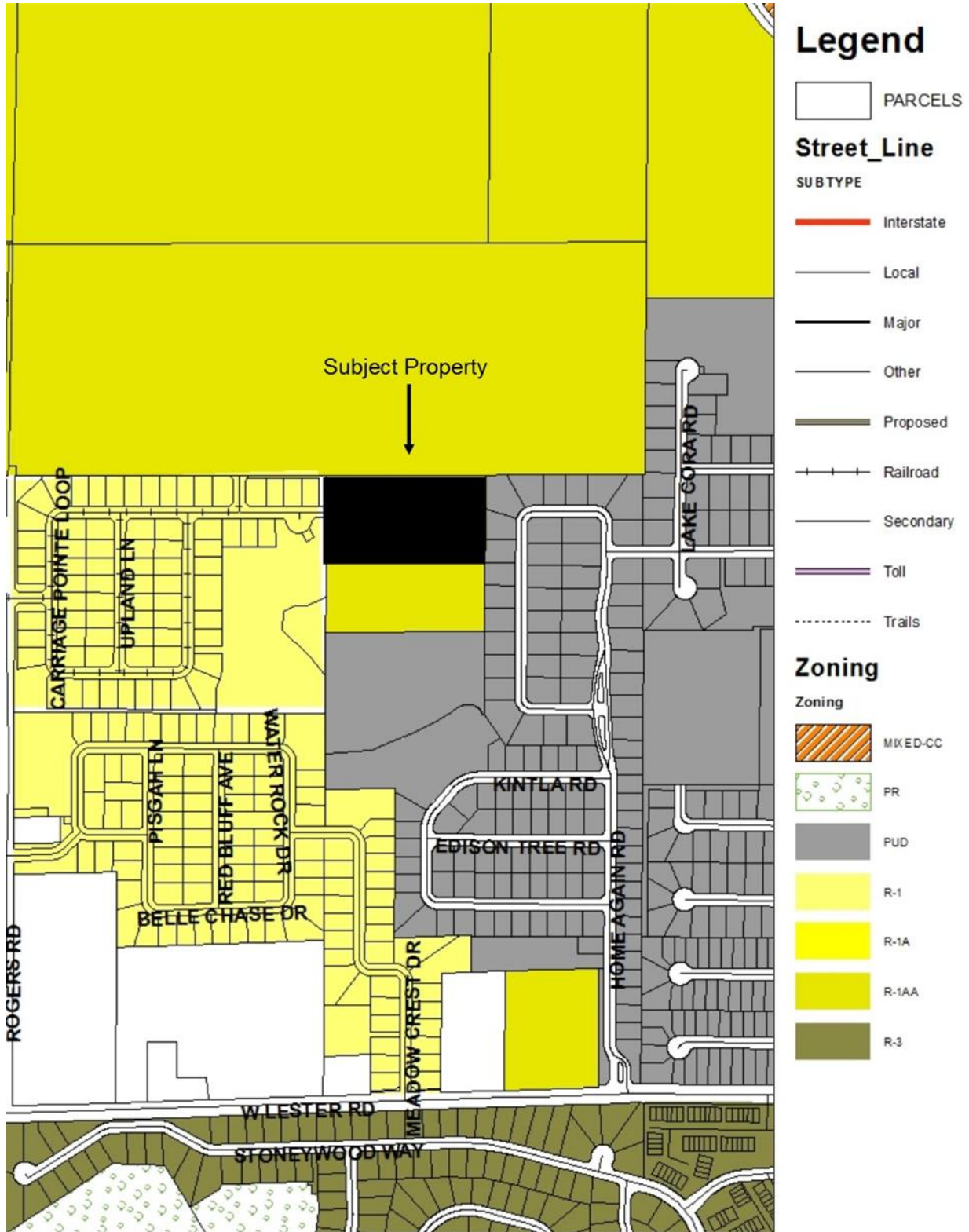
JTD Land at Rogers Rd, LLC
5.75 +/- acres
Proposed Change of Zoning:
From: R-1AA
To: R-1
Parcel ID #: 29-20-28-0000-00-005

VICINITY MAP





ADJACENT ZONING MAP





ADJACENT USES MAP



ORDINANCE NO. 2654

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM R-1AA TO R-1 (SINGLE FAMILY RESIDENTIAL) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF ROGERS ROAD AND SOUTH OF WEST PONKAN ROAD, COMPRISING 5.75 ACRES MORE OR LESS, AND OWNED BY JTD LAND AT ROGERS ROAD LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Single Family Residential (R-1) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Residential R-1, as defined in the Apopka Land Development Code

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

ORDINANCE NO. 2654

PAGE 3

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: June 20, 2018

READ SECOND TIME
AND ADOPTED: August 1, 2018

Bryan Nelson, Mayor

ATTEST:

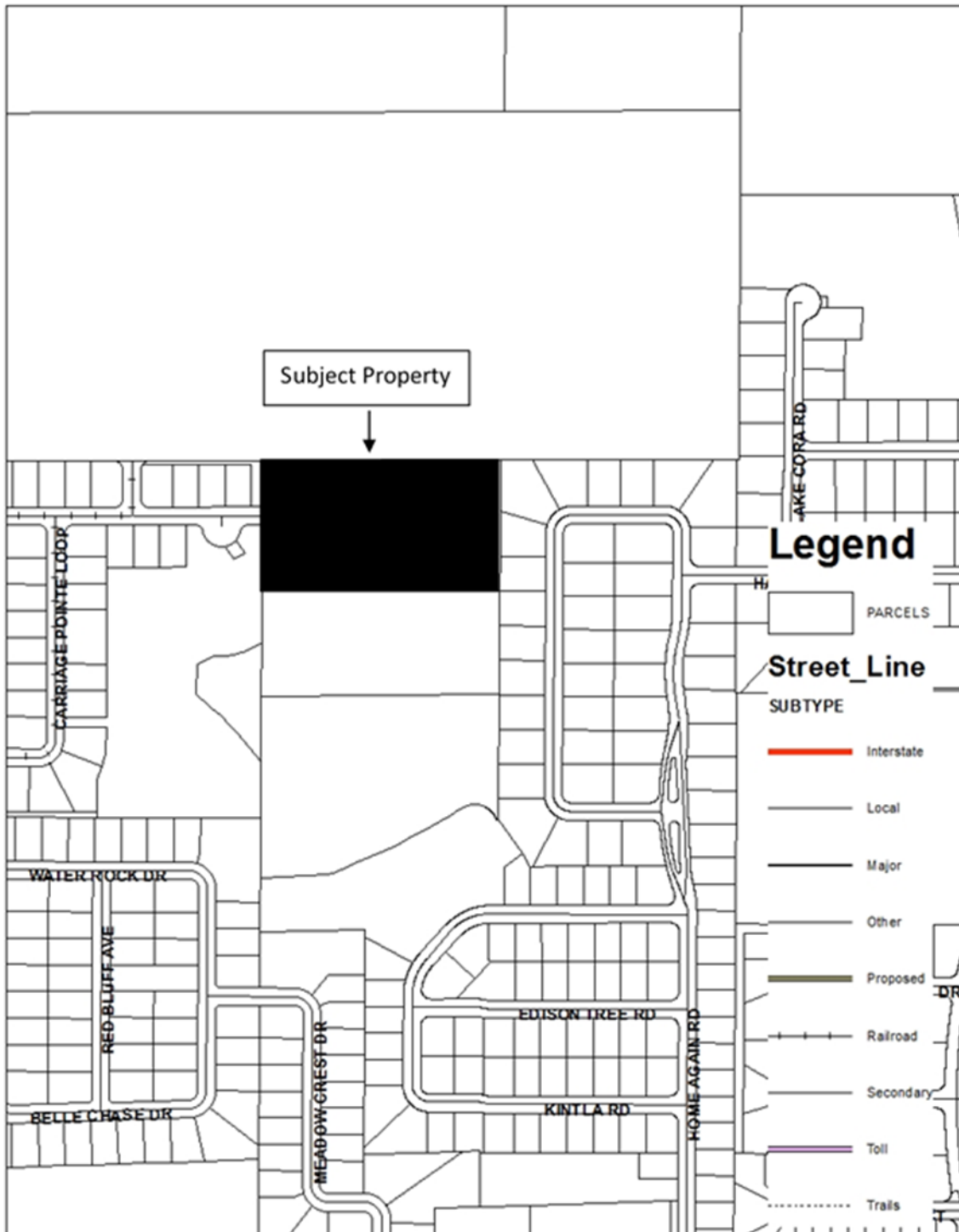
Linda Goff, City Clerk

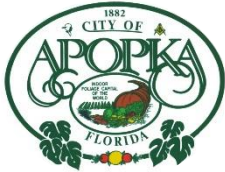
DULY ADVERTISED: April 24, 2018



JTD LAND AT ROGERS ROAD LLC
5.75 +/- acres
Proposed Change of Zoning:
From: R-1AA
To: R-1
Parcel ID #: 29-20-28-0000-00-005

VICINITY MAP





CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: June 20, 2018
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Future Land Use Map
 Adjacent Zoning Map
 Aerial Map
 WPIVP¹ Map
 WPIVP Character Districts
 Comp Plan Objectives
 JPA Amendment No. 2
 Ordinance No. 2659

SUBJECT: ORDINANCE NO. 2659 – COMPREHENSIVE PLAN – LARGE SCALE – FUTURE LAND USE AMENDMENT – RESERVE AT KELLY PARK

REQUEST: FIRST READING OF ORDINANCE NO. 2659 – COMPREHENSIVE PLAN – LARGE SCALE – FUTURE LAND USE AMENDMENT – RESERVE AT KELLY PARK – FROM RESIDENTIAL VERY LOW SUBURBAN (0-2 DU/AC) TO MIXED USE INTERCHANGE (0-5 DU/AC); AND AUTHORIZE TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

SUMMARY:

OWNER: Min Sun Cho, Hong Sik & Deok Hwa Kim
 APPLICANT: Surrey Homes, LLC
 LOCATION: West of Plymouth Sorrento Road & North of Appy Lane
 PARCEL ID NUMBERS: 13-20-27-0000-00-019, 020, 021, 058
 CURRENT ZONING: R-1AAA
 PROPOSED ZONING: Mixed Use Interchange Zoning District with Neighborhood Overlay Zone
 EXISTING USE: Nurseries, Single Family Homes, and Woodlands
 PROPOSED DEVELOPMENT: Single Family Lot Subdivision
 TRACT SIZES: 20 +/- acres
 MAXIMUM ALLOWABLE DEVELOPMENT:
 EXISTING: Max. 40 residential units
 PROPOSED: Max. 100 residential units

FUNDING SOURCE: N/A

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

¹ WPIVP – Wekiva Parkway Interchange Vision Plan

ADDITIONAL COMMENTS: The applicant requests a future land use designation of “City” Mixed Use Interchange.

Policy 20.9, Future Land Use Element of the Comprehensive Plan, requires that a Mixed Use Interchange future land use designation must be assigned to the property.

The subject parcels are located within the one-mile radius from the Wekiva Parkway interchange at Kelly Park Road; and therefore is required to adhere to the Kelly Park Crossing Form Based Code. The properties are located within the Wekiva Parkway Interchange Vision Plan Area. Therefore, the property must comply with Objectives 18 – 20 and related policies within the Future Land Use Element of the Comprehensive Plan and the recently adopted Kelly Park Crossing Form-Based Code. The applicant’s request is consistent with the Mixed Use Interchange future land use designation and the Overlay District covering the property within the Vision Plan.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is compatible with the character of the surrounding area, is within one mile of the SR 429/Kelly Park Road interchange, and is consistent with the Mixed Use Interchange Land Use designation. City planning staff supports the FLUM amendment given the consistency with the Comprehensive Plan policies listed below and the intent of the Wekiva Parkway Interchange Vision Plan a (see Land Use Analysis below). Site development cannot exceed the intensity allowed by the Future Land Use policies.

Future Land Use Element

1. **Policy 3.1.r** The primary intent of the Mixed Use land use category is to allow a mixture of residential, office, commercial, industrial, recreation, institutional and public facilities uses to serve the residential and non-residential needs of special areas of the City. The mix of land uses may occur on a single parcel or multiple parcels ...

The designation of a mixed use category may occur only in certain areas of the city, including “land anticipated for inclusion within the Wekiva Parkway Interchange Land Use Plan...” These properties are within the 1-mile radius of the Wekiva Parkway Interchange depicted on the Wekiva Parkway Interchange Vision Plan Map located within the Future Land Use Element of the Apopka Comprehensive Plan.

2. **Policy 18.1** The City shall implement the Wekiva Parkway Interchange Vision Plan, which guides the location of a range of uses, such as residential, office, commercial, industrial, recreation, public and institutional, at various densities and intensities around the proposed interchange.

The proposed Mixed Use Future Land Use Designation allows for residential densities and non-residential uses and intensities to implement the Wekiva Parkway Interchange Vision Plan, consistent with Objective 18 and related policies.

3. **Policy 18.2** Prior to rezoning any property within a one-mile radius of the interchange Study Area, the City shall amend its LDC to incorporate development standards that will implement the Vision Plan.

This future land use amendment does not include a corresponding proposed zoning category because the City has yet to adopt development standards or form-based code consistent with this policy. Future densities/intensities and design character for the subject properties will be regulated at the time of rezoning once Wekiva Parkway Interchange Vision Plan design standards and form-based code are adopted.

4. **Policy 20.4** Prior to approving the first development plan with the Wekiva Parkway Interchange vision Plan Area, the City shall adopt the Wekiva Parkway Interchange Form-Based Cod establishing the design and development standards for the Wekiva Parkway Interchange Vision Plan Area.

The subject properties will be required to comply with the above policy should the development submit a development plan to ensure consistency with the Comprehensive Plan and Wekiva Parkway Interchange Vision Plan.

5. **Policy 20.9** Development within the Wekiva Parkway Interchange Plan Area shall be assigned a Mixed-Use Interchange future land use designation and shall accomplish an overall mix of residential and non-residential uses as outline in Policy 3.1.r. Assignment of the Mixed-Use Interchange Land Use future land use designation shall require an amendment to the Comprehensive Plan.

The applicant’s request for a Mixed Use future land use designation is consistent with this policy, as well as the intent of the Wekiva Parkway Interchange Vision Plan area, which intends to concentrate a mixture of land uses with varying densities and intensities within one mile of the Wekiva Parkway Interchange.

6. **Policy 20.3.** The annexation, land use change, and subsequent development of lands located within the Wekiva Parkway Interchange Plan Area for Apopka and the Wekiva Interchange Land Use Plan Overlay for the County shall be consistent with the adopted Interlocal Agreement between Orange County and the City of Apopka regarding Wekiva Interchange Land Use Plan Overlay.
7. **Objective 19 and 20, and their associated policies.** See objectives and policies within the supporting information.

Transportation Element

1. **Policy 4.2** The City of Apopka shall promote, through the implementation of programs such as mixed-use land development, projects that support reduced travel demand, short trip lengths and balanced trip demand.

The Mixed Use future land use designation allows for a mixture of land use types such as residential and non-residential, which promotes shorter trip lengths, concentrated development to reduce travel demand.

2. **Policy 3.1.r** The primary intent of the Mixed Use land use category is to allow a mixture of residential, office, commercial, industrial, recreation, institutional uses and public facilities uses...This mix of land uses may occur on a single parcel or multiple parcels in the form of: a permitted single use; a vertical combination of different permitted uses; or a horizontal mix of different permitted uses.
3. **Policy 4.2** The City of Apopka shall promote, through the implementation of programs such as mixed-use land development, projects that support reduced travel demand, shorter trip lengths and balanced trip demand.
4. **Objective 20 and associated Policies, Future Land Use Element.** Provided with the Supporting Information.

VISIONING AND SPECIAL STUDIES: The properties are located within the boundaries of the Wekiva Parkway Interchange Vision Plan Area, making it subject to the Kelly Park Crossing Form-Based Code, Mixed- Use Interchange Zoning District and Neighborhood Overlay District. A copy of the Wekiva Parkway Interchange Vision Plan is provided with the support material.

SCHOOL CAPACITY REPORT: An executed capacity enhancement agreement with Orange County Public Schools will be required prior to adoption of the future land use amendment.

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 10, 2018. Notification has already occurred through the Second Amendment to the Joint Planning Agreement with Orange County government. The second amendment acknowledges that the City will assign a land use designation similar to the overlay district illustrated in the Wekiva Parkway Interchange Vision Plan.

PUBLIC HEARING SCHEDULE:

June 12, 2018 – Planning Commission (5:30 pm)
June 20, 2018 – City Council (7:00 pm) - 1st Reading & Transmittal

DULY ADVERTISED:

May 29, 2018 – Public Notice and Notification

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval to transmit a change in Future Land Use to Mixed Use Interchange for the property owned by Min Sun Cho, Hong Sik & Deok Hwa Kim subject to the information and findings in the staff report.

The **Planning Commission**, at its meeting on June 12, 2018, found the Future Land Use Designation consistent with the Comprehensive Plan; and unanimously recommended a change in Future Land Use Designation to Mixed Use Interchange for the properties owned by Min Sun Cho, Hong Sik & Deok Hwa Kim subject to the information and findings in the staff report.

Recommended Motion: Accept the first reading of Ordinance No. 2659 and authorize transmittal to the Florida Department of Economic Opportunity.

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

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

| <i>Direction</i> | <i>Future Land Use</i> | <i>Zoning</i> | <i>Present Use</i> |
|------------------|-------------------------------|---------------|---------------------|
| North (County) | Rural | “County” A-2 | Vacant |
| East (City) | Residential Very Low Suburban | “City” R-1AAA | Oak Ridge Phase 2 |
| South (County) | Rural | “County” A-2 | Single Family Homes |
| West (County) | Rural | “County” A-1 | Single Family Homes |

II. LAND USE ANALYSIS

Analysis for the Future Land Use Designation was performed as part of the adopted Wekiva Parkway Interchange Vision Plan. This Vision Plan has been incorporated into the Comprehensive Plan. The subject property straddles the one-mile radius from the interchange, and the property owner has selected to pull the entire property into the Kelly Park Crossing Form-Based Code Area (aka Wekiva Parkway Interchange Vision Plan Area).

Therefore, the proposed Mixed Use Interchange future land use designation is consistent with the general future land use character and long-range planning goals of the surrounding area.

- Wekiva Parkway Interchange Vision Plan Area: Yes
- Wekiva River Protection Area: No
- Area of Critical State Concern: No
- DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004 and amended the JPA in October 19, 2010 to address the Wekiva Parkway Interchange Vision Plan. The subject property is consistent with the Vision Plan incorporated into Amendment 2 of the Wekiva Parkway Interchange Vision Plan.

Transportation: Road access to the site is from Plymouth Sorrento Road.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka’s adopted Comprehensive Plan addresses aquifer recharge and storm water run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2; Objective 19, 20.
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that the parcels appear to occur within an area having a potential for karst features.

Analysis of the character of the Property: The current use of the property is for agriculture. Analysis of the FLUM designation occurred as part of the Wekiva Parkway Interchange Vision Plan.

Analysis of the relationship of the amendment to the population projections: Based on the adoption of the JPA, the size of the property, and the proposed land use change, the amendment will increase the population by as many as 265 residents. The applicant proposes to develop the property as single family residential subdivision. Land use analysis was conducted as part of the Wekiva Parkway Interchange Vision Plan.

CALCULATIONS:

ADOPTED: 40 Unit(s) x 2.659 p/h = 106 persons
PROPOSED: 100 Unit(s) x 2.659 p/h = 265 persons

Housing Needs: The housing need is demonstrated through the Wekiva Parkway Interchange Vision Plan Area Study.

Habitat for species listed as endangered, threatened or of special concern: A habitat study is required for developments greater than ten (10) acres in size. At the time the Master Site Plan or Preliminary Development Plan is submitted to the City, the development applicant must conduct a species survey and submit a habitat management plan if any threatened or endangered species are identified within the project site.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan. The road system shall be consistent with the intent of the Kelly Park Crossing Form-Based Code.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 81 GPD/Capita ; 81 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 7,840 GPD
3. Projected total demand under proposed designation: 19,600 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 81 GPD/Capita
6. Projected LOS under proposed designation: 81 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 177 GPD/Capita ; 177 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 8,400 GPD
3. Projected total demand under proposed designation: 21,000 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 177 GPD / Capita
6. Projected LOS under proposed designation: 177 GPD / Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment:
None
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider: City of Apopka
3. Projected LOS under existing designation: 424 lbs/ day
4. Projected LOS under proposed designation: 1,060 lbs / day
5. Improved/expansions already programmed or needed as a result of the proposed amendment:
None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: CUP No. 3217

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 9.353 MGD

Total design capacity of the water treatment plant(s): 33.696 MGD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: None

2. Projected LOS under existing designation: 100 year – 24 hour design storm
3. Projected LOS under proposed designation: 100 year – 24 hour design storm
4. Improvement/expansion: On site retention / detention ponds

Recreation

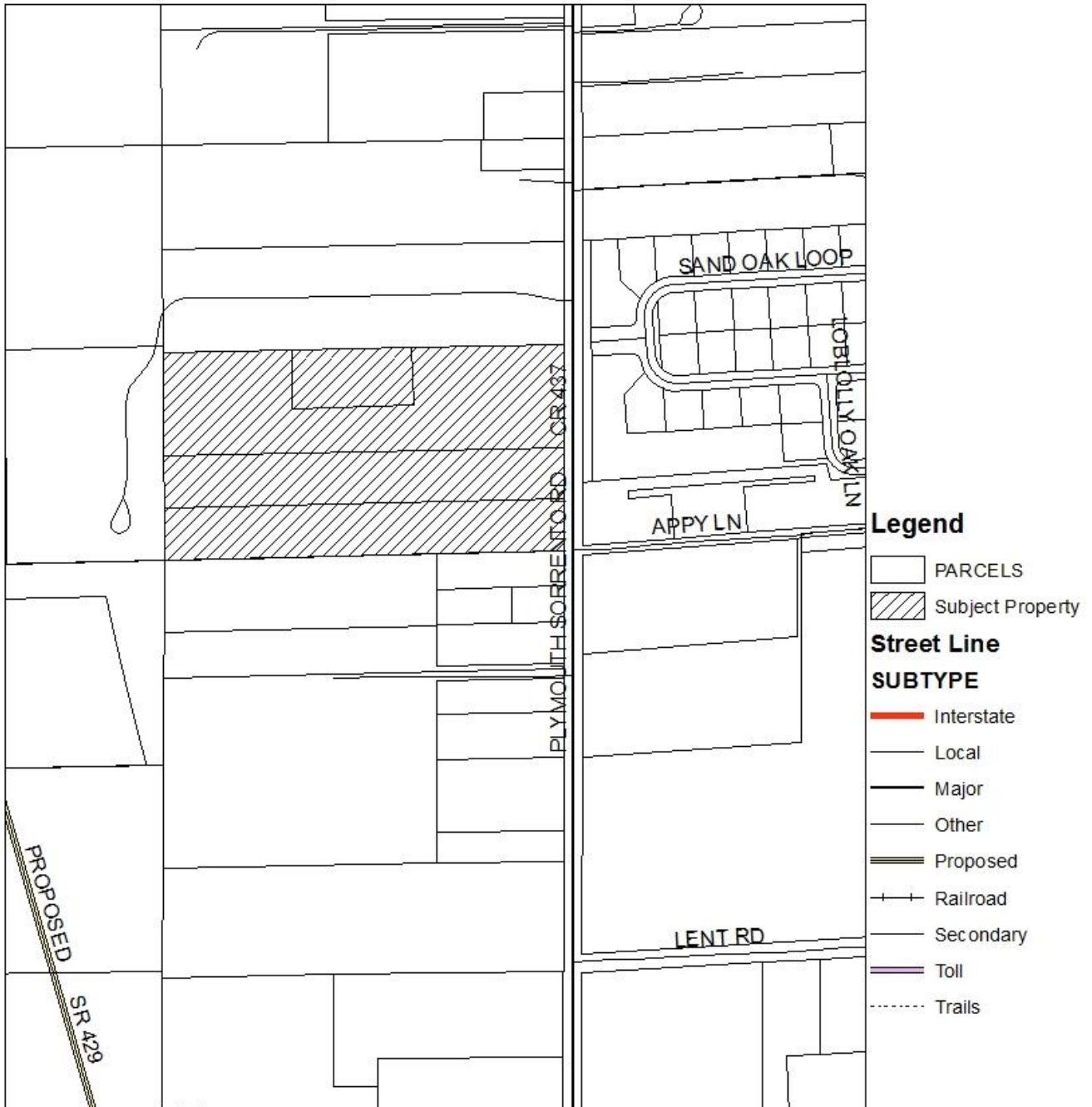
1. Facilities serving the site; LOS standard: City of Apopka Parks System ; 3 acre / 1000 capita
2. Projected facility under existing designation: 0.318 acres
3. Projected facility under proposed designation: 0.795 acres
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Min Sun Cho, Hong Sik & Deok Hwa Kim
20 +/- Acres
Proposed Large Scale Future Land Use Amendment:
From: Residential Very Low Suburban
To: Mixed Use Interchange
Parcel ID #: 13-20-27-0000-00-019, 020, 021, 058



VICINITY MAP





FUTURE LAND USE MAP





ADJACENT ZONING





AERIAL MAP





KELLY PARK CROSSING FORM-BASED CODE AREA

Figure 2: Kelly Park Interchange Regulating Plan



Note: City boundaries not depicted in this graphics as they change overtime.

Legend:

- | | | |
|--|--|--|
| Design Districts | Existing Roads | Rainbow Ridge Rural Settlement |
| Village Center | 1 Mile Radius | |
| Employment | Interchange | |
| Transition | Activity Nodes | |
| Neighborhood | | |
| Recreation | | |

ORDINANCE NO. 2659

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM RESIDENTIAL VERY LOW SUBURBAN TO MIXED USE - INTERCHANGE FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF PLYMOUTH SORRENTO ROAD AND NORTH OF APPY LANE, OWNED BY MIN SUN CHOE, HONG SIK KIM & DEOK HWA KIM; COMPRISING 20 ACRES, MORE OR LESS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, on October 2, 1991 adopted Ordinance No. 653 which adopted the Comprehensive Plan for the City of Apopka; and

WHEREAS, the City of Apopka has subsequently amended the Comprehensive Plan for the City of Apopka, most recently through Ordinance No. 2560; and

WHEREAS, the City of Apopka's Local Planning Agency and the City Council have conducted the prerequisite advertised public hearings, as per Chapter 163, Florida Statutes, relative to the transmittal and adoption of this ordinance and the requirements for amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: The City of Apopka hereby amends the Future Land Use Element of the adopted Comprehensive Plan as follows:

The Future Land Use Map is hereby amended for the property identified in Exhibit "A" of this Ordinance, and incorporated herein by reference.

SECTION II: This Ordinance shall become effective following adoption and upon issuance by the Department of Economic Opportunity or the Administration Commission, as may be applicable, a final order finding the amendment to be in compliance in accordance with Chapter 163.3184.

SECTION III: If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION V: This Ordinance shall become effective upon issuance of a final order by the Florida Department of Economic Opportunity finding the plan amendment in compliance in accordance with s.163.3184 (2)(a), Florida Statute.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of _____, 2018.

READ FIRST TIME: June 20, 2018

READ SECOND TIME
AND ADOPTED: _____

Bryan Nelson, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: May 29, 2018

EXHIBIT "A"

MIN SUN CHOE, HONG SIK KIM & DEOK HWA KIM

Property Owners

20 +/- Acres

Proposed Large Scale Future Land Use Amendment:

From: Residential Very Low Suburban

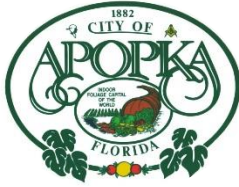
To: Mixed Use Interchange

Parcel ID #: 13-20-27-0000-00-019, 020, 021, 058



FUTURE LAND USE MAP





CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: June 20, 2018
FROM: Community Development
EXHIBITS: Land Use Report
Vicinity Map
Future Land Use Map
Adjacent Zoning Map
Adjacent Uses Map
Ordinance No. 2661

SUBJECT: ORDINANCE NO. 2661 – COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND USE – 3255 CLARCONA ROAD LLC

REQUEST: FIRST READING OF ORDINANCE NO. 2661 – COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND USE – 3255 CLARCONA ROAD LLC – FROM AGRICULTURE TO INDUSTRIAL; AND HOLD OVER FOR SECOND READING AND ADOPTION

SUMMARY:

OWNER: 3255 Clarcona Road LLC

APPLICANT: Sidney L Vihlen, III, c/o Vihlen & Associates, P.A.

LOCATION: 3307 Clarcona Road

PARCEL ID NUMBER: 27-21-28-0000-00-045

EXISTING USE: Warehousing

DEVELOPMENT POTENTIAL: 1 Dwelling Unit

CURRENT ZONING: Agriculture

PROPOSED ZONING: I-1 (Restricted Industrial District) (Note: this Comprehensive Plan Small Scale Future Land Use amendment is being processed along with a request to Change the Zoning from AG (Agriculture) to I-1 (Industrial))

TRACT SIZE: 4.75 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT UNDER ZONING DISTRICT: EXISTING: 1 Dwelling Unit
PROPOSED: 124,146 sq. ft.

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson
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 subject parcel was annexed in the city on February 21, 1996 by Ordinance 918. The applicant requests a future land use designation of Industrial.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the Industrial Future Land Use designation. Site development cannot exceed the intensity allowed by the Future Land Use policies. Planning & Zoning staff determines that the below policies support an Industrial FLUM designation at the subject site:

Future Land Use Element, Policy 3.1.1

Industrial - The primary use shall be industrial, intensive commercial, agricultural and business/research parks. Also allowed are public facilities and supporting infrastructure. The use of the Planned Unit Development process shall be encouraged. The maximum floor area ratio shall be .60. Planned Unit Development uses may include:

- (1) All primary uses
- (2) Other uses deemed compatible with and complimentary to the other proposed master planned uses and the surrounding neighborhoods.

SCHOOL CAPACITY REPORT: The proposed future land use change will not impact school-age population. Therefore, the property is exempt from school capacity enhancement per the School Interlocal Planning Agreement.

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 10, 2018.

PUBLIC HEARING SCHEDULE:

June 12, 2018 - Planning Commission (5:30 pm)
June 20, 2018 - City Council (7:00 pm) - 1st Reading
August 1, 2018 – City Council (1:30 pm) – 2nd Reading and Adoption

DULY ADVERTISED:

May 25, 2018 – Public Notice and Notification (Apopka Chief, property posted, notice mailed)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Future Land Use Designation of Industrial for the property owned by 3255 Clarcona Road LLC, and located at 3307 Clarcona Road.

The **Planning Commission**, at its meeting on June 12, 2018, found the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas; and unanimously recommended approval of the change of Future Land Use Designation from Agriculture to Industrial, subject to the findings of the Staff Report.

Recommended Motion: Accept the first reading of Ordinance No. 2661 and hold it over for second reading and adoption on August 1, 2018.

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

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

| <i>Direction</i> | <i>Future Land Use</i> | <i>Zoning</i> | <i>Present Use</i> |
|------------------|------------------------|---------------|--------------------------------------|
| North (City) | “City” Industrial | “City” I-1 | Industrial |
| East (County) | “County” Rural | “County” A-1 | Single Family Homes |
| South (County) | “County” Rural | “County” A-1 | Woodlands and Single Family Home |
| West (County) | “County” Rural | “County” A-1 | West Orange Trail & House of Worship |

II. LAND USE ANALYSIS:

The subject property is located on a site that is ideal for Industrial use, which makes the request for Industrial future land use designation consistent with the Comprehensive Plan policies listed above, as well as the general future land use character of the surrounding area.

The subject property is located off a major road, Clarcona Road, with an industrial use to the north.

The proposed Commercial future land use designation is consistent with the general future land use character of the surrounding area.

Wekiva River Protection Area: No
 Area of Critical State Concern: No
 DRI / FQD: No

Transportation: Road access to the site is from Clarcona Road

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and stormwater run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are karst features in the vicinity of this property.

Analysis of the character of the Property: The property comprises mostly of grasslands, with some tree cover. Additionally, the property has a single family home.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the property is Commercial (Max. 0.25 FAR). Based on the housing element of the City's Comprehensive Plan, this amendment will not increase the City's future population

Housing Needs: This amendment will not negatively impact the housing needs or supply as projected in the Comprehensive Plan.

Habitat for species listed as endangered, threatened or of special concern: A habitat study is required for developments greater than ten (10) acres in size. At the time the Master Site Plan or Preliminary Development Plan is submitted to the City, the development applicant must conduct a species survey and submit a habitat management plan if any threatened or endangered species are identified within the project site.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 81 GPD/Capita ; 81 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 7,253 GPD
3. Projected total demand under proposed designation: 604 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 81 GPD/Capita
6. Projected LOS under proposed designation: 81 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 177 GPD/Capita ; 177 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 9,670 GPD
3. Projected total demand under proposed designation: 806 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 177 GPD / Capita
6. Projected LOS under proposed designation: 177 GPD / Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider: City of Apopka

3. Projected LOS under existing designation: 97 lbs/ day
4. Projected LOS under proposed designation: 8 lbs / day
5. Improved/expansions already programmed or needed as a result of the proposed amendment:
None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: CUP No. 3217

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 9.353 MGD

Total design capacity of the water treatment plant(s): 33.696 MGD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 100 year – 24 hour design storm
3. Projected LOS under proposed designation: 100 year – 24 hour design storm
4. Improvement/expansion: On site retention / detention ponds

Recreation

1. Facilities serving the site; LOS standard: City of Apopka Parks System ; 3 acre / 1000 capita
2. Projected facility under existing designation: N/A acres
3. Projected facility under proposed designation: N/A acres
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None

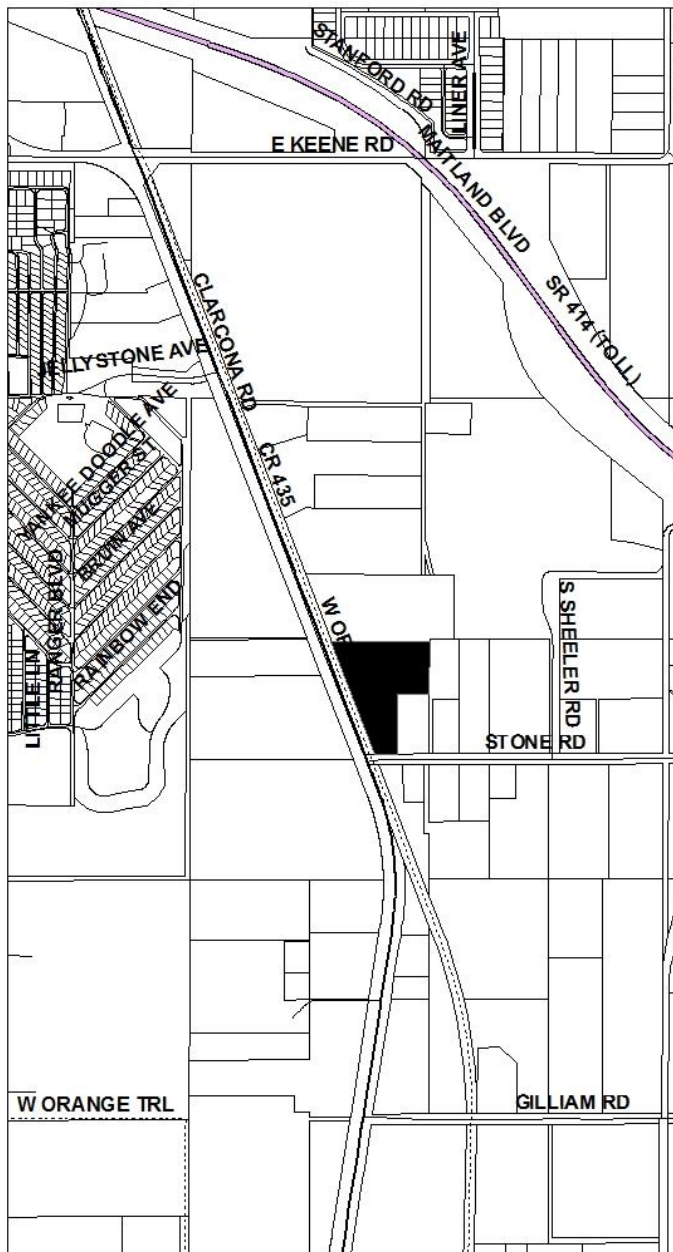
Standards set forth in the City's Land Development Code will require any development plans to provide parkland and recreation facilities and open space for residents residing with the new development.

This initial review does not preclude conformance with concurrency requirements at the time of development approval.








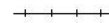





3255 Clarcona Road LLC
4.75 +/- acres
Proposed Small Scale Future Land Use Amendment:
From: Agriculture
To: Industrial
Proposed Change of Zoning:
From: Agriculture
To: I-1
Parcel ID #: 27-21-28-0000-00-045

VICINITY MAP

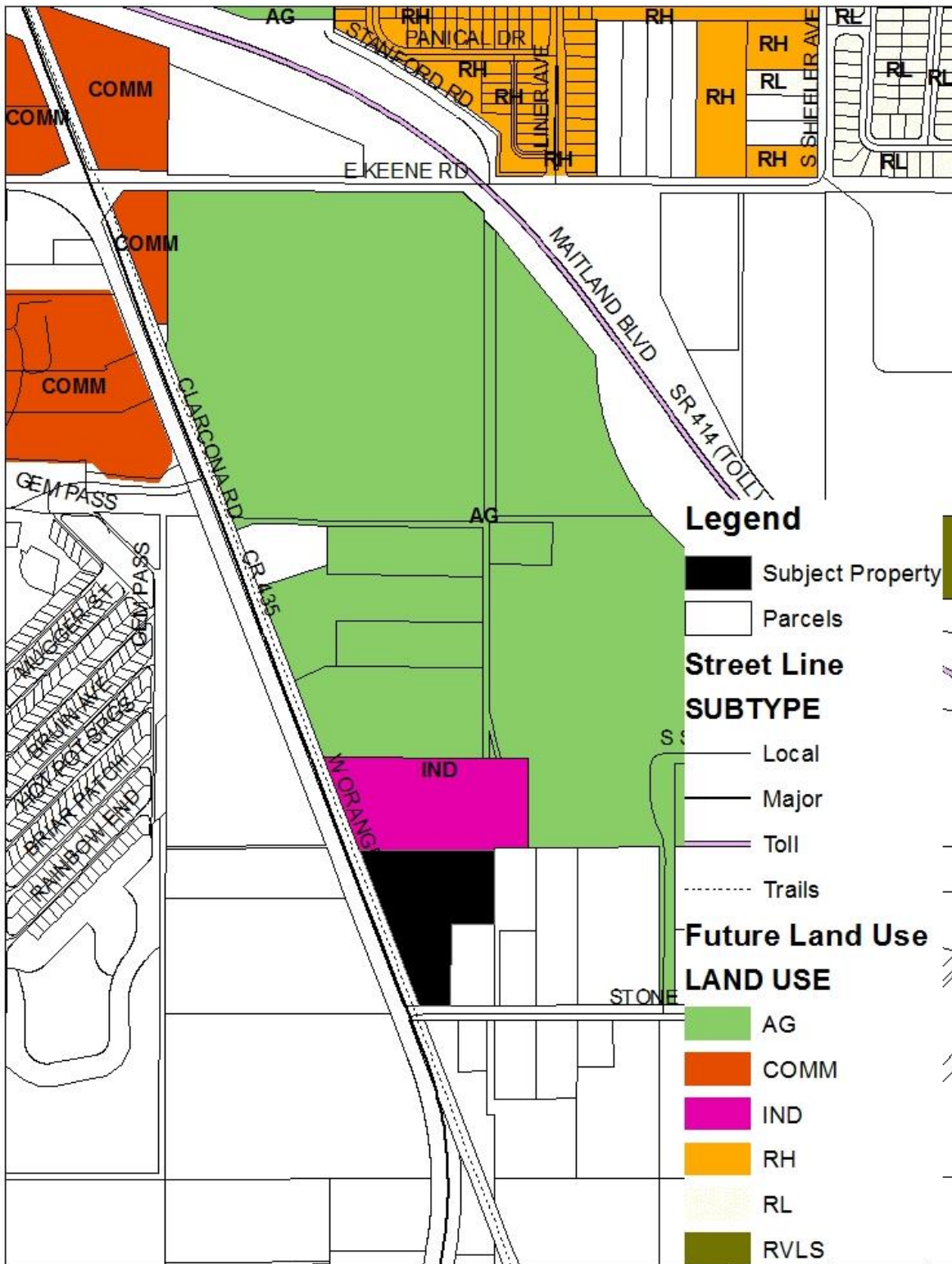


Legend

-  Subject Property
-  PARCELS
- Street_Line**
- SUBTYPE**
-  Interstate
-  Local
-  Major
-  Other
-  Proposed
-  Railroad
-  Secondary
-  Toll
-  Trails

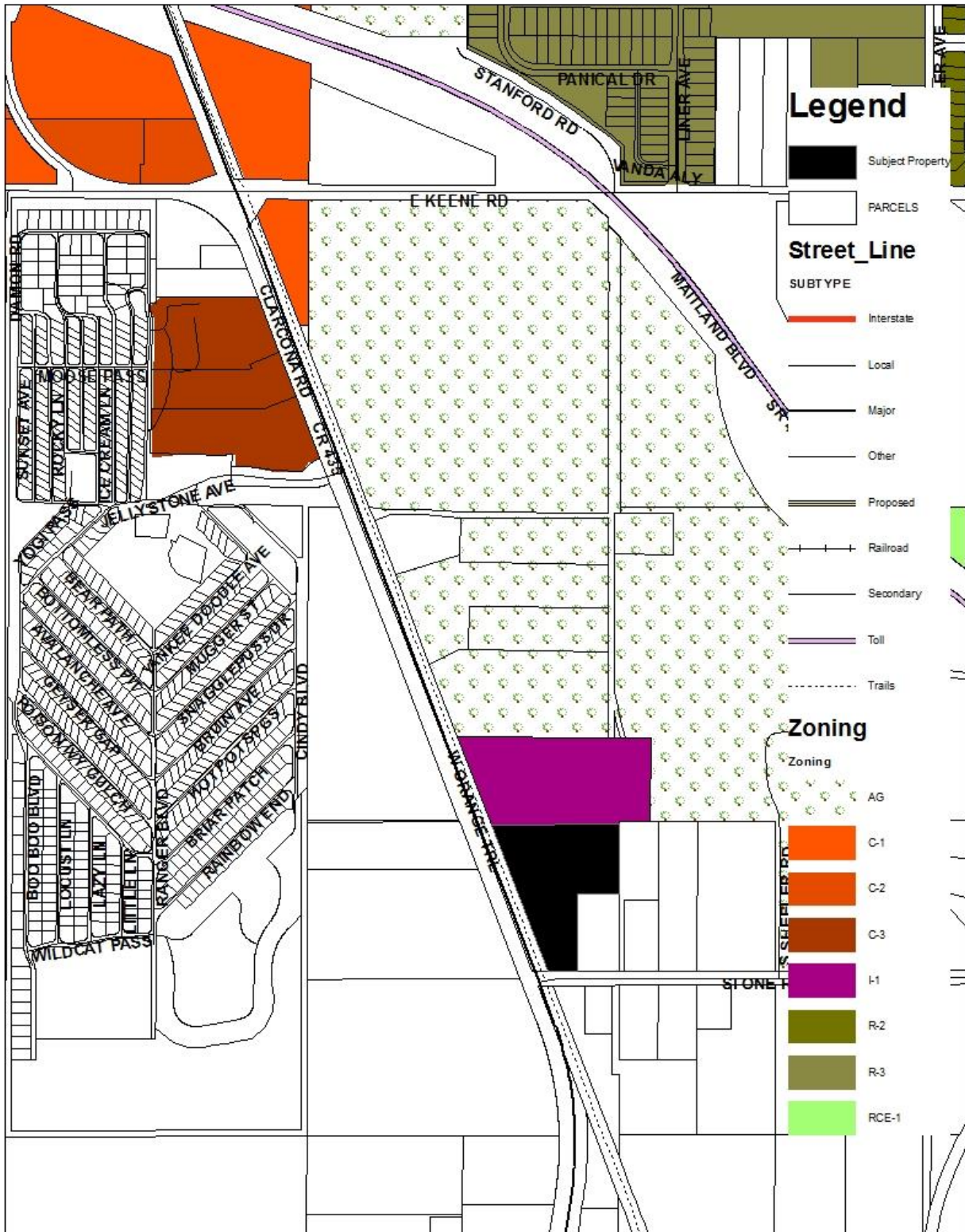


FUTURE LAND USE MAP





ADJACENT ZONING





AERIAL MAP



ORDINANCE NO. 2661

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM AGRICULTURE (1 DU/ 5 AC) TO INDUSTRIAL (MAX F.A.R. 0.60) FOR CERTAIN REAL PROPERTY LOCATED EAST OF CLARCONA ROAD AND NORTH OF STONE ROAD, COMPRISING 4.75 ACRES MORE OR LESS, AND OWNED BY 3255 CLARCONA ROAD LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 2631 adopted on March 7, 2018; and

WHEREAS, the City of Apopka’s local planning agency (Planning Commission) has, in preparation of the amended version of the Apopka Comprehensive Plan, analyzed the proposed amendment pursuant to Chapter 163, Part II, F.S., found it to be consistent with the intent of the Apopka Comprehensive Plan, and held public hearings providing for full public participation.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section II. Future Land Use Element.

Page 1-15 (Map 1-3) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 2631, is amended in its entirety to change the land use from Agriculture (1 du/5 ac) to Industrial (Max. F.A.R. 0.6), for certain real property located east of Clarcona Road and north of Stone Road, comprising of 4.75 acres more or less, (27-21-28-0000-00-045); as further described in Exhibit “A” attached hereto.

Section III. Applicability and Effect.

The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section IV. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section V. The Community Development Director is hereby authorized to amend the Future Land Use to comply with this ordinance.

Section VI. Effective Date. This Ordinance shall become effective upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this _____ day of _____, 2018

READ FIRST TIME: June 20, 2018

READ SECOND TIME
AND ADOPTED: August 1, 2018

Bryan Nelson, Mayor

ATTEST:

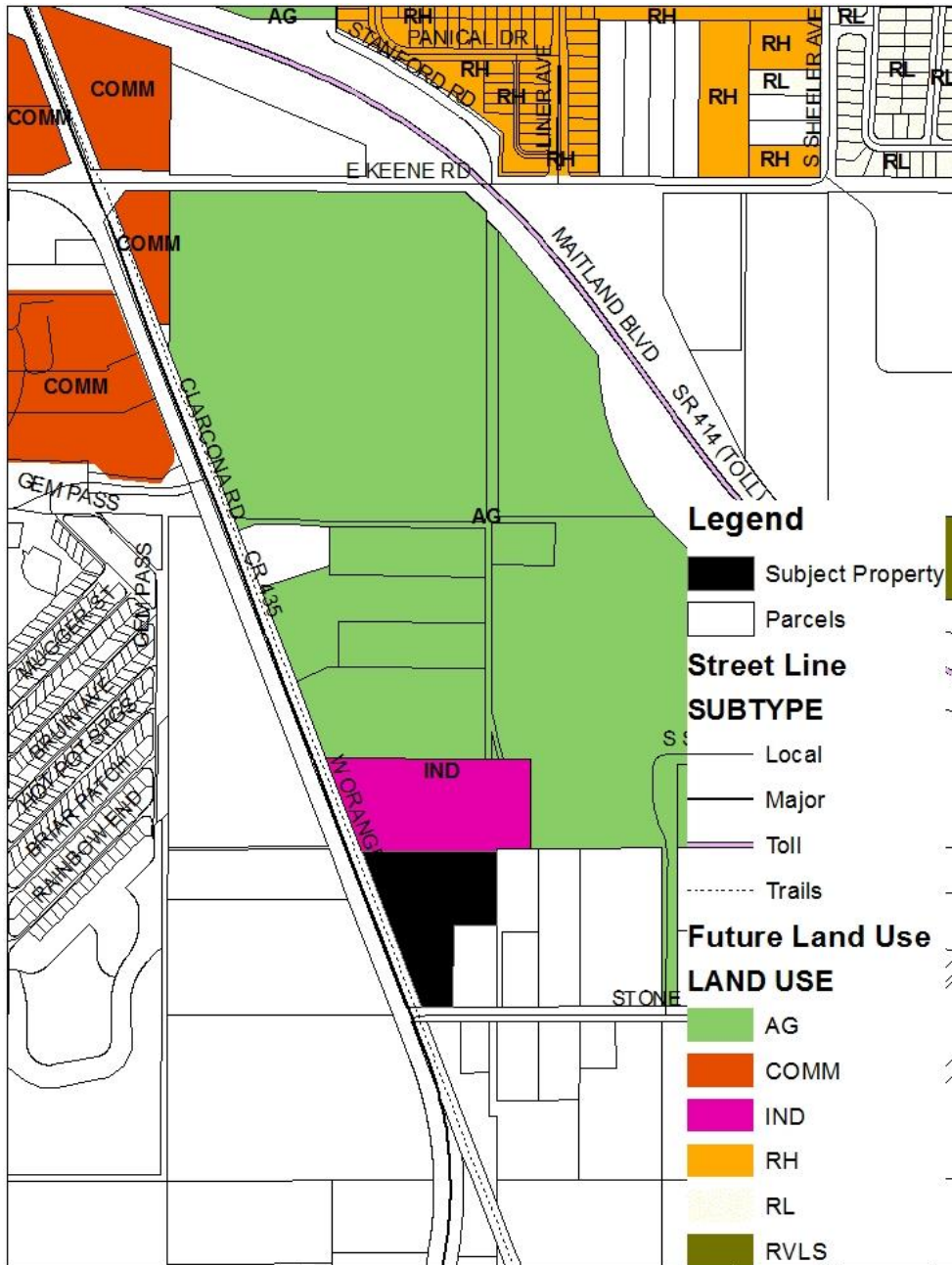
Linda Goff, City Clerk

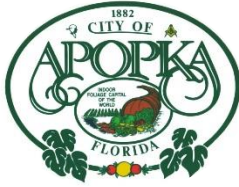
DULY ADVERTISED FOR HEARING: May 25, 2018



EXHIBIT "A"

3255 Clarcona Road LLC
4.75 +/- acres
Proposed Small Scale Future Land Use Amendment:
From: Agriculture
To: Industrial
Proposed Change of Zoning:
From: Agriculture
To: I-1
Parcel ID #: 27-21-28-0000-00-045





CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: June 20, 2018
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map

SUBJECT: ORDINANCE NO. 2662 - CHANGE OF ZONING – 3255 CLARCONA ROAD LLC

REQUEST: FIRST READING OF ORDINANCE NO. 2662 - CHANGE OF ZONING – 3255 CLARCONA ROAD LLC – FROM AGRICULTURE TO INDUSTRIAL; AND HOLD OVER FOR SECOND READING AND ADOPTION

SUMMARY:

OWNER: 3255 Clarcona Road LLC

APPLICANT: Sidney L Vihlen, III c/o Vihlen & Associates, P.A.

LOCATION: 3307 Clarcona Road

PARCEL ID NUMBER: 27-21-28-0000-00-045

EXISTING USE: Warehousing

CURRENT ZONING: Agriculture

DEVELOPMENT POTENTIAL: 1 Dwelling Unit

PROPOSED ZONING: I-1 (Restricted Industrial District) (Note: this Change of Zoning request is being processed along with a request to amend the Future Land Use from Agriculture (1 du / 5 ac) to Industrial (Max. FAR 0.6)

TRACT SIZE: 4.75 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT UNDER ZONING DISTRICT: EXISTING: 1 Dwelling Unit
PROPOSED: 124,146 sq. ft.

FUNDING SOURCE: N/A

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

ADDITIONAL COMMENTS: The subject parcel was annexed in the city on February 21, 1996 by Ordinance 918. The applicant requests a future land use designation of Industrial.

A request to assign a change of zoning to I-1 is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The change of zoning request is being processed in conjunction with a future land use amendment from Agriculture to Industrial.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the proposed Industrial (Max. FAR 0.6) Future Land Use designation.

SCHOOL CAPACITY REPORT: The proposed change of zoning will not impact school-age population. Therefore, the property is exempt from school capacity enhancement per the School Interlocal Planning Agreement.

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 10, 2018.

PUBLIC HEARING SCHEDULE:

June 12, 2018 - Planning Commission (5:30 pm)

June 20, 2018 - City Council (7:00 pm) - 1st Reading

August 1, 2018 – City Council (1:30 pm) – 2nd Reading and Adoption

DULY ADVERTISED:

Public Notice and Notification- May 25, 2018

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from Agriculture to I-1 (Restricted Industrial District) for the property owned by 3255 Clarcona Road LLC, and located east of Clarcona Road and north of Stone Road.

The **Planning Commission**, at its meeting on June 12, 2018, found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas; and unanimously recommended approval of the proposed Change of Zoning from Agriculture to I-1 (Restricted Industrial District) for the property owned by 3255 Clarcona Road LLC, and located east of Clarcona Road and north of Stone Road.

Recommended Motion: Accept the first reading of Ordinance No. 2662 and hold it over for second reading and adoption on August 1, 2018.

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 (City) | “City” Industrial | “City” I-1 | Industrial |
| East (County) | “County” Rural | “County” A-1 | Single Family Homes |
| South (County) | “County” Rural | “County” A-1 | Woodlands and Single Family Home |
| West (County) | “County” Rural | “County” A-1 | West Orange Trail & House of Worship |

**LAND USE & TRAFFIC
 COMPATIBILITY:**

The property is currently accessed by Clarcona Road.

**COMPREHENSIVE PLAN
 COMPLIANCE:**

The proposed I-1 zoning is consistent with the proposed Future Land Use designation, “Industrial” (Max. FAR 0.6) and with the character of the surrounding area and future proposed development. Development Plans shall not exceed the density allowed in the adopted Future Land Use designation.

ALLOWABLE USES:

1. Any C-3 Commercial District permitted use.
2. Manufacture and processing of novelties, souvenirs, bakery or confectionery products, garments, scientific, electrical, optical and precision instruments or equipment, computers, advanced electronics, lasers and robotics, batteries, boats, building products, ceramics, chemical products, dairy products, electrical machinery and equipment, furniture, decorating materials, upholstering materials, glass and glass products, metal plastic or cardboard containers, paint or varnish, pharmaceutical products, photographic equipment and supplies, shoes and leather goods, signs, textiles, and tires, etc.
3. Bus, cab and truck repair.
4. Dyeing, dry cleaning and laundering.
5. Machinery sales.
6. Machine shops.
7. Meat storage, cutting and distribution.
8. Adult entertainment consistent with the standards of the Apopka Municipal Code.
9. Bottling and distribution plants; ice cream manufacturers.
10. Warehouses.

11. Testing of materials, equipment and products.
12. Cold storage and frozen food lockers.
13. Frozen food lockers.
14. Book binding, lithography and publishing plants.
15. Other uses which are similar and compatible to the uses permitted herein which adhere to the intent of the district and which are not prohibited as specified in this Code. Use determination shall be based upon the community development director's recommendation.
16. Guard or custodian living quarters may be permitted as an accessory use when attached to one primary structure.

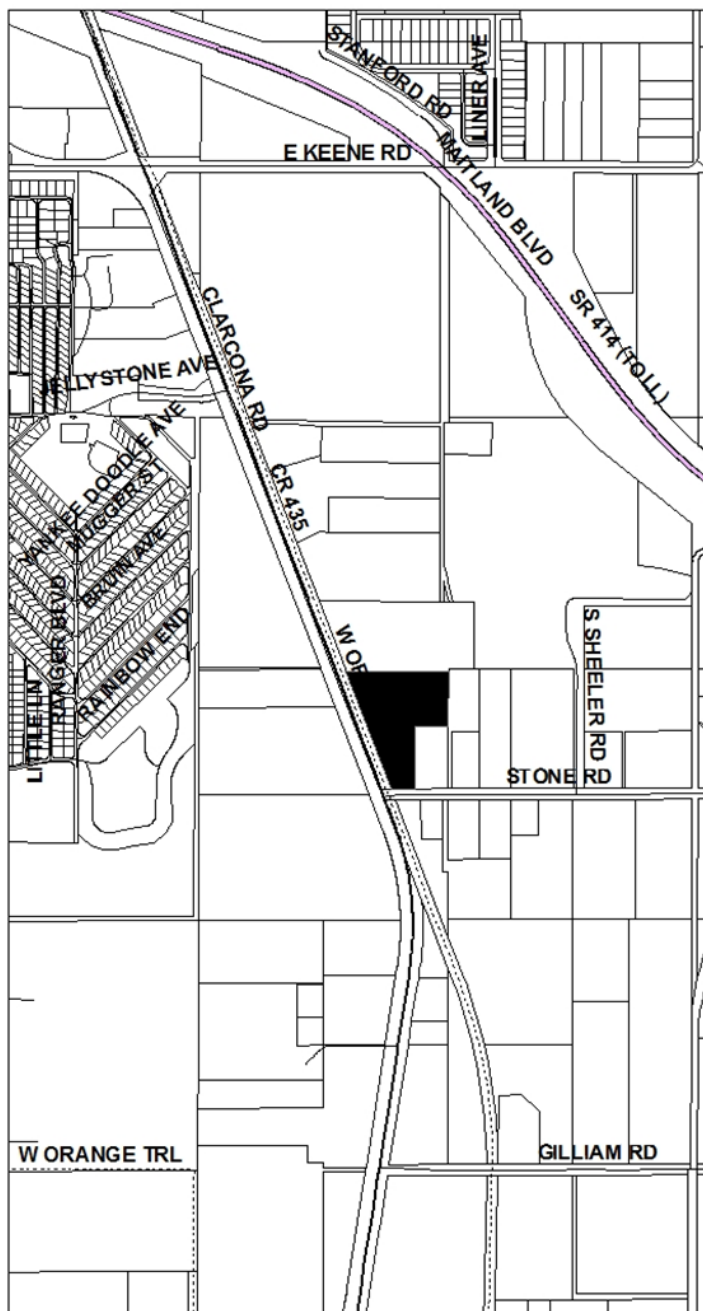
ZONING REGULATIONS:

Minimum Site Area: 15,000 sq. ft.
Minimum Lot Width: 100 ft.
Front Setback: 25 ft.
Side Setback: 10 ft.
Rear Setback: 10 ft. (30 ft. from residential districts)
Corner Setback: 25 ft.














3255 Clarcona Road LLC
4.75 +/- acres
Proposed Small Scale Future Land Use Amendment:
From: Agriculture
To: Industrial
Proposed Change of Zoning:
From: Agriculture
To: I-1
Parcel ID #: 27-21-28-0000-00-045

VICINITY MAP

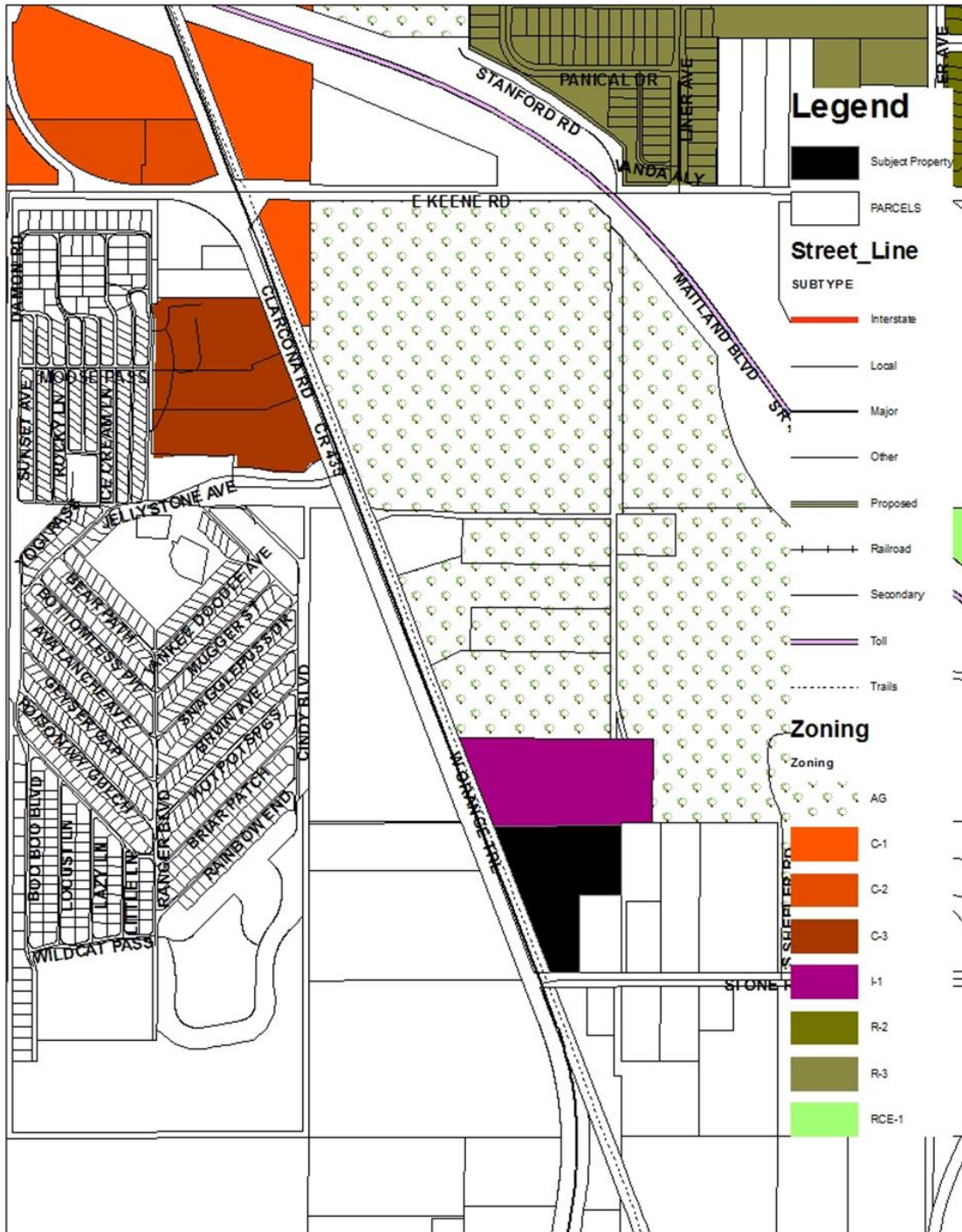


Legend

-  Subject Property
-  PARCELS
- Street_Line**
- SUBTYPE**
-  Interstate
-  Local
-  Major
-  Other
-  Proposed
-  Railroad
-  Secondary
-  Toll
-  Trails



ADJACENT ZONING MAP





ADJACENT USES MAP



ORDINANCE NO. 2662

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM AGRICULTURE TO I-1 (RESTRICTED INDUSTRIAL DISTRICT) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF CLARCONA ROAD AND NORTH OF STONE ROAD, COMPRISING 4.75 ACRES MORE OR LESS, AND OWNED BY 3255 CLARCONA ROAD LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed I-1 (Restricted Industrial District) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as I-1 (Restricted Industrial District) as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption of Ordinance No. 2661.

READ FIRST TIME: June 20, 2018

READ SECOND TIME
AND ADOPTED: _____

Bryan Nelson, Mayor

ATTEST:

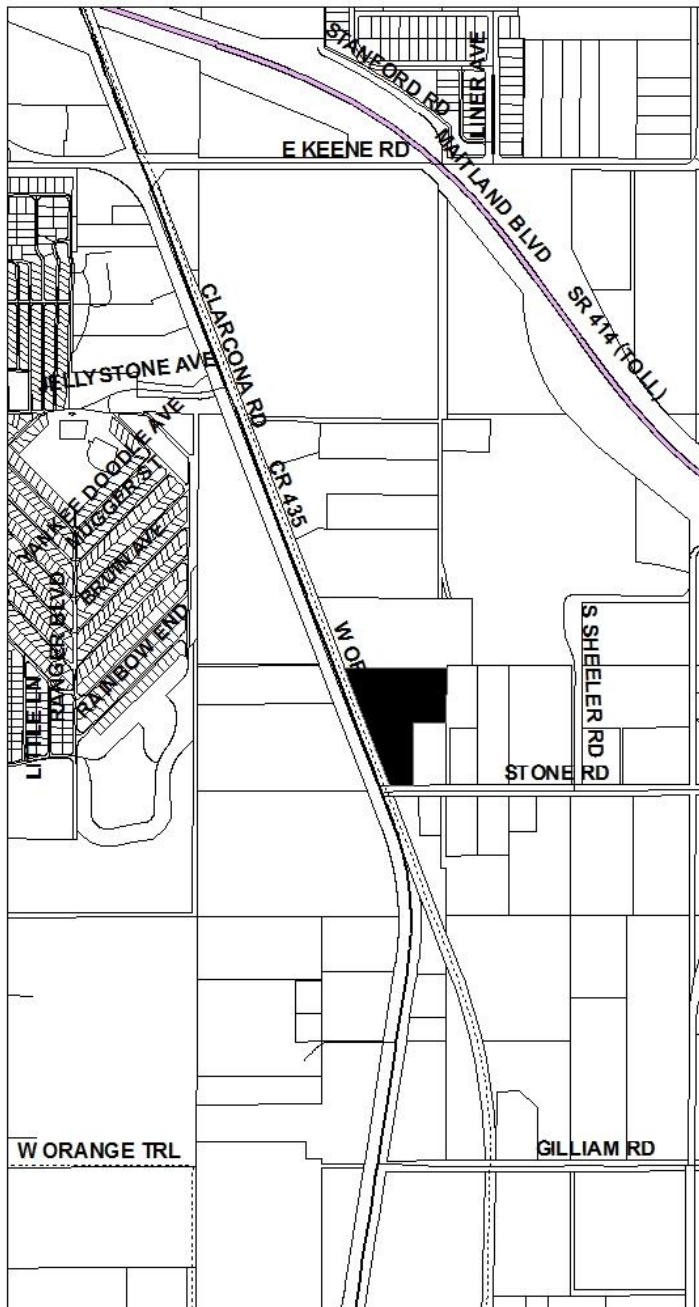
Linda Goff, City Clerk

DULY ADVERTISED: May 25, 2018














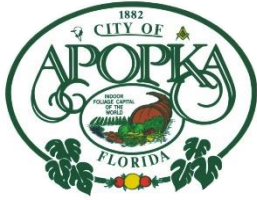
3255 Clarcona Road LLC
4.75 +/- acres
Proposed Small Scale Future Land Use Amendment:
From: Agriculture
To: Industrial
Proposed Change of Zoning:
From: Agriculture
To: I-1 (Restricted Industrial District)
Parcel ID #: 27-21-28-0000-00-045

VICINITY MAP



Legend

-  Subject Property
-  PARCELS
- Street_Line**
- SUBTYPE**
-  Interstate
-  Local
-  Major
-  Other
-  Proposed
-  Railroad
-  Secondary
-  Toll
-  Trails



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: June 20, 2018
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning
 Adjacent Uses
 Ordinance No. 2633

SUBJECT: ORDINANCE NO. 2663 - CHANGE OF ZONING – SUNTRUST BANK

REQUEST: FIRST READING OF ORDINANCE 2633 – CHANGE OF ZONING – SUNTRUST BANK – FROM C-2 (GENERAL COMMERCIAL DISTRICT) TO C-1 (COMMERCIAL RETAIL DISTRICT); AND HOLD OVER FOR SECOND READING FOR ADOPTION ON AUGUST 1, 2018

SUMMARY:

OWNER: SunTrust Bank
 APPLICANT: Causseaux, Hewett, and Walpole, Inc.
 LOCATION: 936 E Semoran Blvd
 PARCEL ID NUMBERS: 11-21-28-0750-00-070
 EXISTING USE: Vacant\utility easement
 CURRENT ZONING: C-2
 DEVELOPMENT POTENTIAL: 5,304 sq. ft. commercial space
 PROPOSED ZONING: C-1
 TRACT SIZE: 0.49 +/- acres
 MAXIMUM ALLOWABLE DEVELOPMENT UNDER ZONING DISTRICT:
 EXISTING: 5,304 sq. ft. commercial space
 PROPOSED: 5,304 sq. ft. commercial space

FUNDING SOURCE: N/A

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

ADDITIONAL COMMENTS: SunTrust Bank owns three vacant parcels east-adjacent of the bank. The eastern-most adjacent parcel, 920 E. Semoran Boulevard was annexed in the City on April 18, 2018. The City Council is scheduled to vote for a Commercial future land use designation and C-1 zoning for 920 E. Semoran Boulevard on June 6, 2018, the two abutting parcels bordering to the west.

A request to assign a change of zoning for 936 E. Semoran Boulevard to C-1 is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the proposed C-1 (Commercial Retail) Future Land Use designation.

SCHOOL CAPACITY REPORT: The proposed future land use change will result in an insignificant increase (less than 9) in the number of residential units which could be developed at the subject property. Therefore, the property is exempt from school capacity enhancement per the School Interlocal Planning Agreement.

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 10, 2018.

PUBLIC HEARING SCHEDULE:

June 12, 2018 - Planning Commission (5:30 pm)

June 20, 2018 - City Council (7:00 pm) - 1st Reading

August 1, 2018 – City Council (1:30 pm) – 2nd Reading and Adoption

DULY ADVERTISED:

Public Notice and Notification- May 22, 2018

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from C-2 (General Commercial District) to C-1 (Commercial Retail District) for the property owned by SunTrust Bank, and located at 936 E Semoran Blvd.

The **Planning Commission**, at its meeting on June 12, 2018, found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas; and unanimously recommended approval of the proposed Change of Zoning from C-2 (General Commercial District) to C-1 (Commercial Retail District) for the property owned by SunTrust Bank, and located at 936 E Semoran Blvd.

Recommended Motion: Accept the first reading of Ordinance No. 2663 and hold it over for second reading and adoption on August 1, 2018.

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) | “County” Commercial | “County” C-3 | Retail Uses |
| East (City) | “City” Commercial | “City” C-2 | Auto Parts Vendor and Utility Station |
| South (City) | “City” Commercial | “City” C-2 | Vacant |
| West (City) | Commercial | “City” C-1 | Bank and Vacant Lots |

**LAND USE & TRAFFIC
 COMPATIBILITY:**

The property is currently accessed by East Semoran Blvd.

**COMPREHENSIVE PLAN
 COMPLIANCE:**

The proposed C-1 zoning is consistent with the proposed Future Land Use designation, “Commercial” (Max 0.25 FAR) and with the character of the surrounding area and future proposed development. Development Plans shall not exceed the density allowed in the adopted Future Land Use designation.

ALLOWABLE USES:

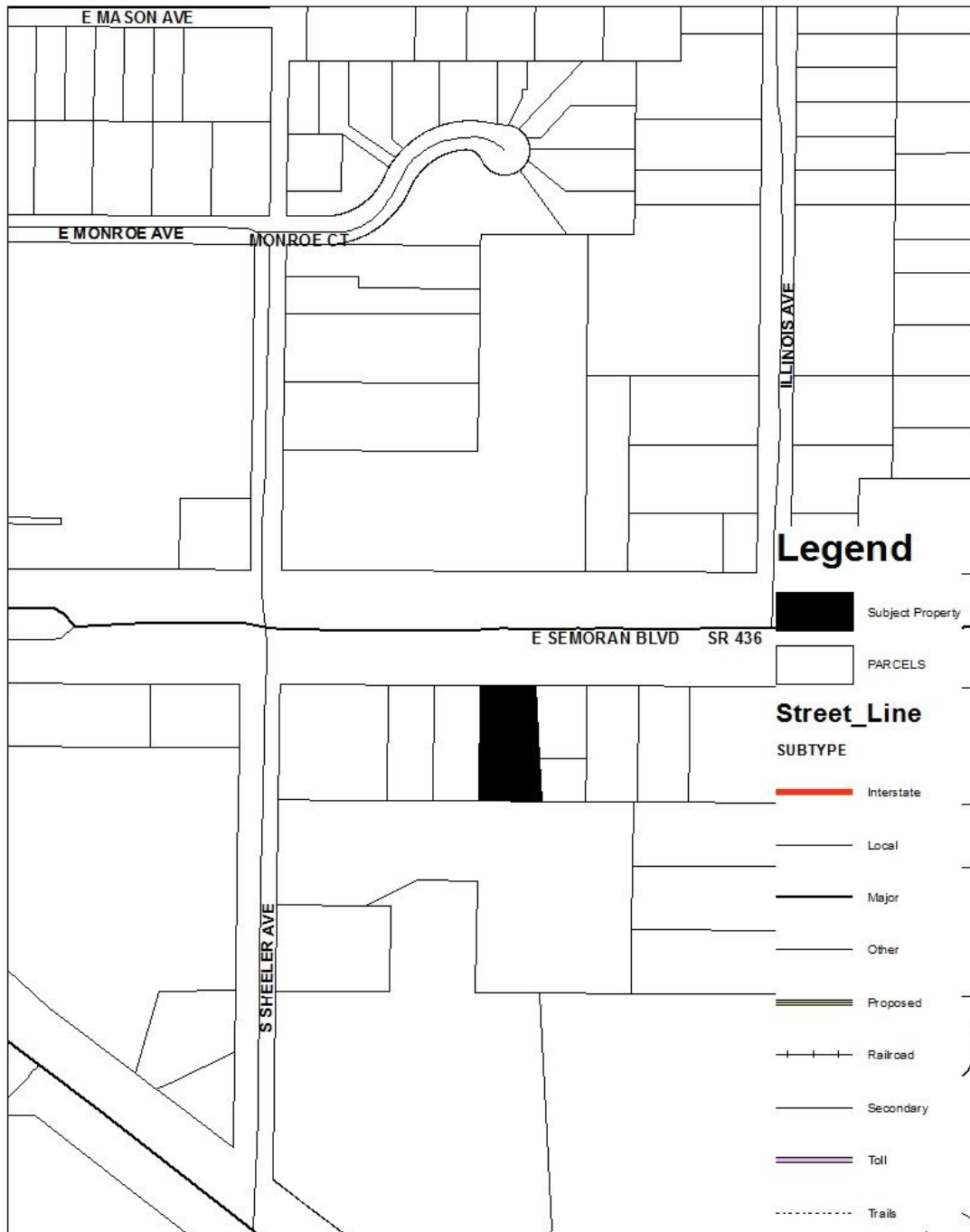
1. Any nonresidential permitted use in the PO/I or CN districts.
2. Retail establishments.
3. Banks, savings and loan and other financial institutions.
4. Bowling alleys, skating rinks, billiard parlors and similar amusement centers, provided such activities and facilities are enclosed within a sound-proof building.
5. Churches and schools.
6. Day nurseries, kindergartens and other child care centers.
7. Drive-in restaurants, with property lines no closer than 200 feet from any residential districts or uses.
8. Florist shops, the products of which are displayed and sold wholly within an enclosed building.
9. Hotels, motels, bed and breakfast facilities.
10. Personal service establishments such as barbershops, beauty parlors, professional and other offices, parking garages and lots, laundry and dry cleaning pickup station, self-service coin-operated laundry and dry cleaning establishments, shoe shine and repair, tailoring, travel services, watch and clock repair and locksmiths, etc.
11. Post offices.
12. Restaurants.

13. Theaters, enclosed in structures.
14. Clubs and lodges.
15. Funeral parlors, when the sole use of the facility shall be for funeral rites.
16. Animal clinics for the treatment of small animals, excluding farm animals, but including those animals no larger than a dog, commonly kept as pets in a residence, provided the care, treatment or housing of such animals shall not be allowed on the outside.
17. Other uses which are similar and compatible to the uses permitted herein which adhere to the intent of the district and which are not prohibited as specified in this code. Use determination shall be based upon the community development director's recommendation.



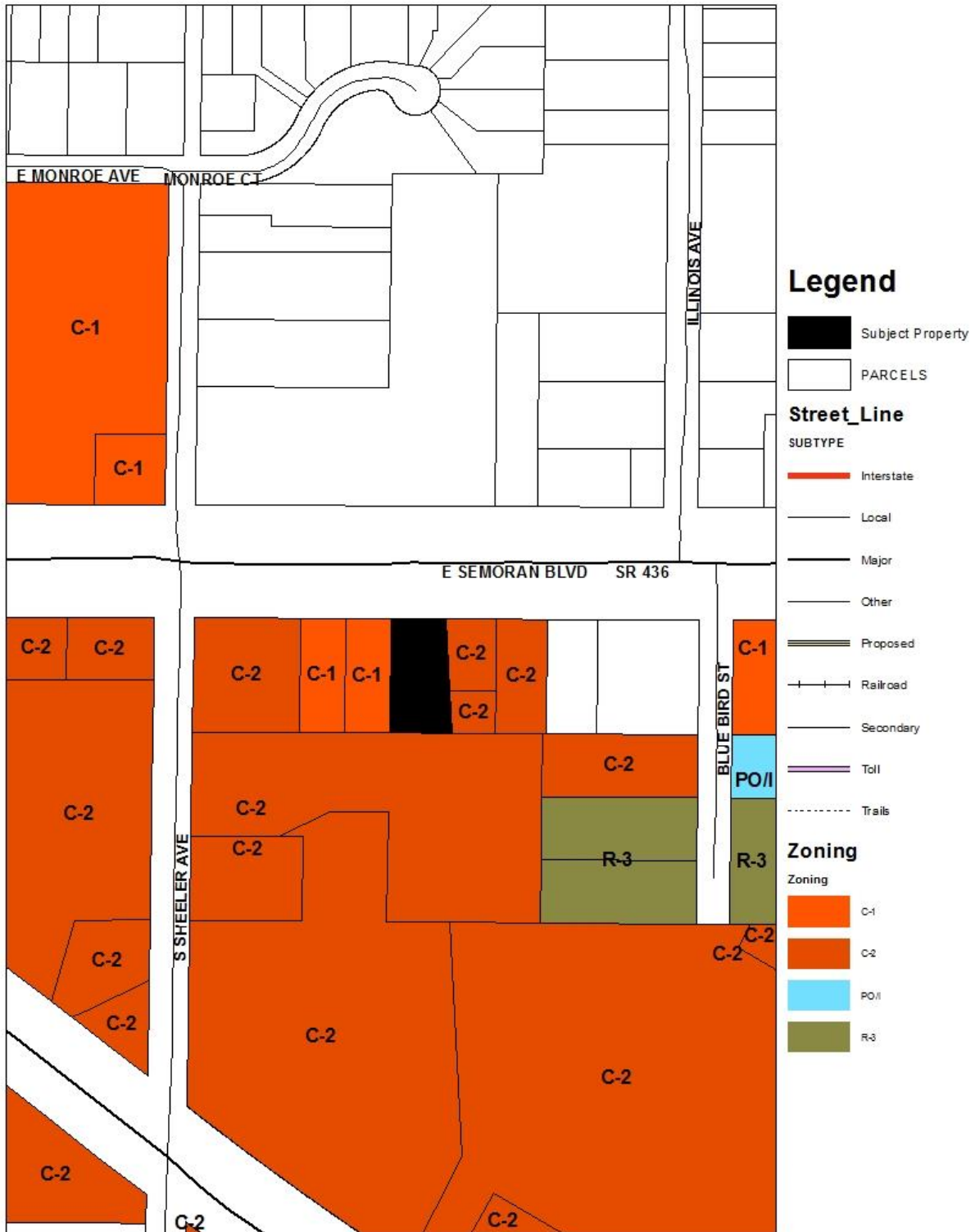
SunTrust Bank
0.49 +/- acres
Proposed Change of Zoning:
From: C-2 (General Commercial District)
To: C-1 (Retail Commercial District)
Parcel ID #: 11-21-28-0750-00-070

VICINITY MAP



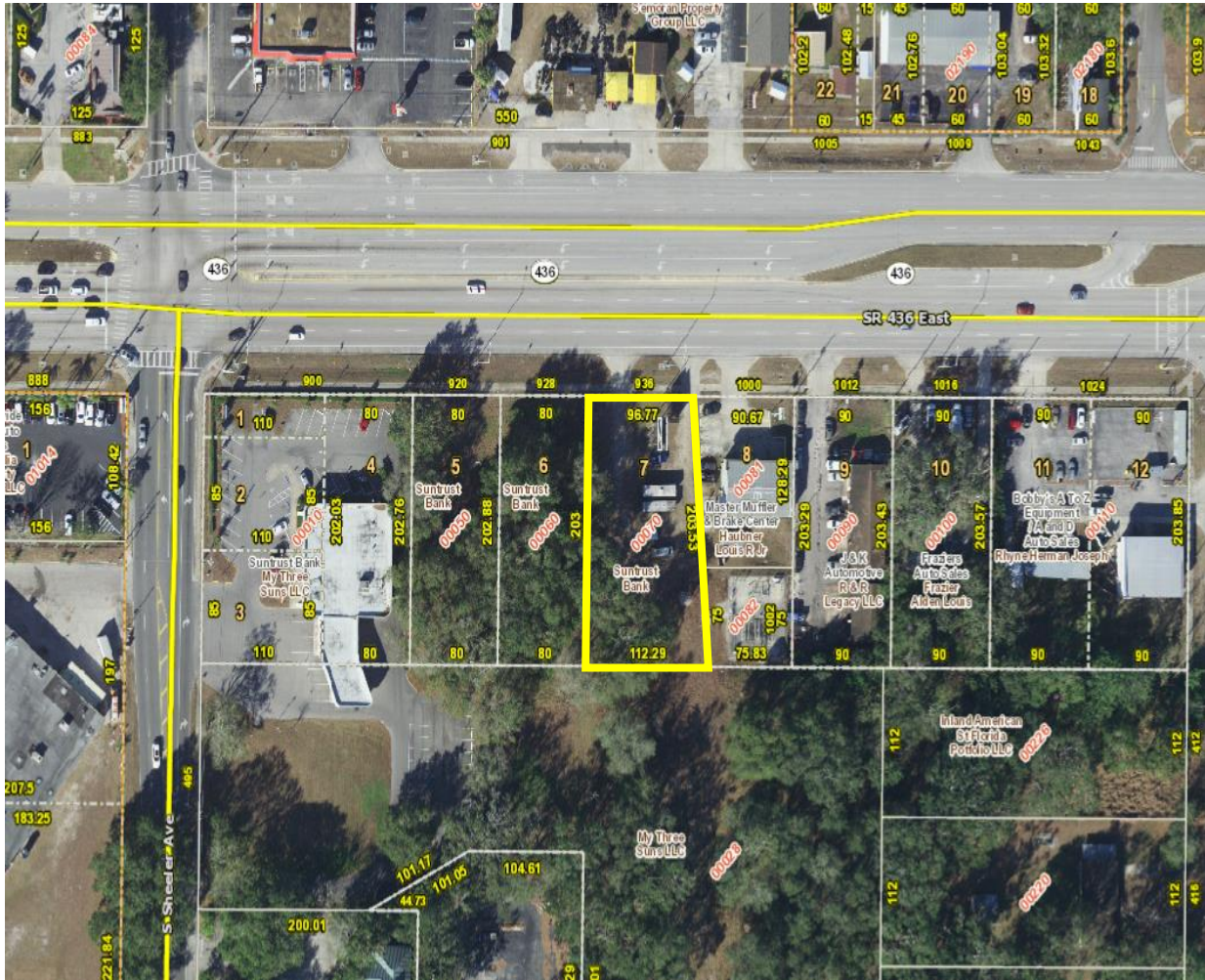


ADJACENT ZONING MAP





AERIAL MAP



ORDINANCE NO. 2663

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM C-2 (GENERAL COMMERCIAL DISTRICT) TO C-1 (COMMERCIAL RETAIL DISTRICT) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF EAST SEMORAN BOULEVARD AND EAST OF SHEELER AVENUE, COMPRISING 0.49 ACRES MORE OR LESS, AND OWNED BY SUNTRUST BANK; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed C-1 (Commercial Retail District) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as C-1 (Commercial Retail District) as defined in the Apopka Land Development Code.

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: June 20, 2018

READ SECOND TIME
AND ADOPTED: August 1, 2018

Bryan Nelson, Mayor

ATTEST:

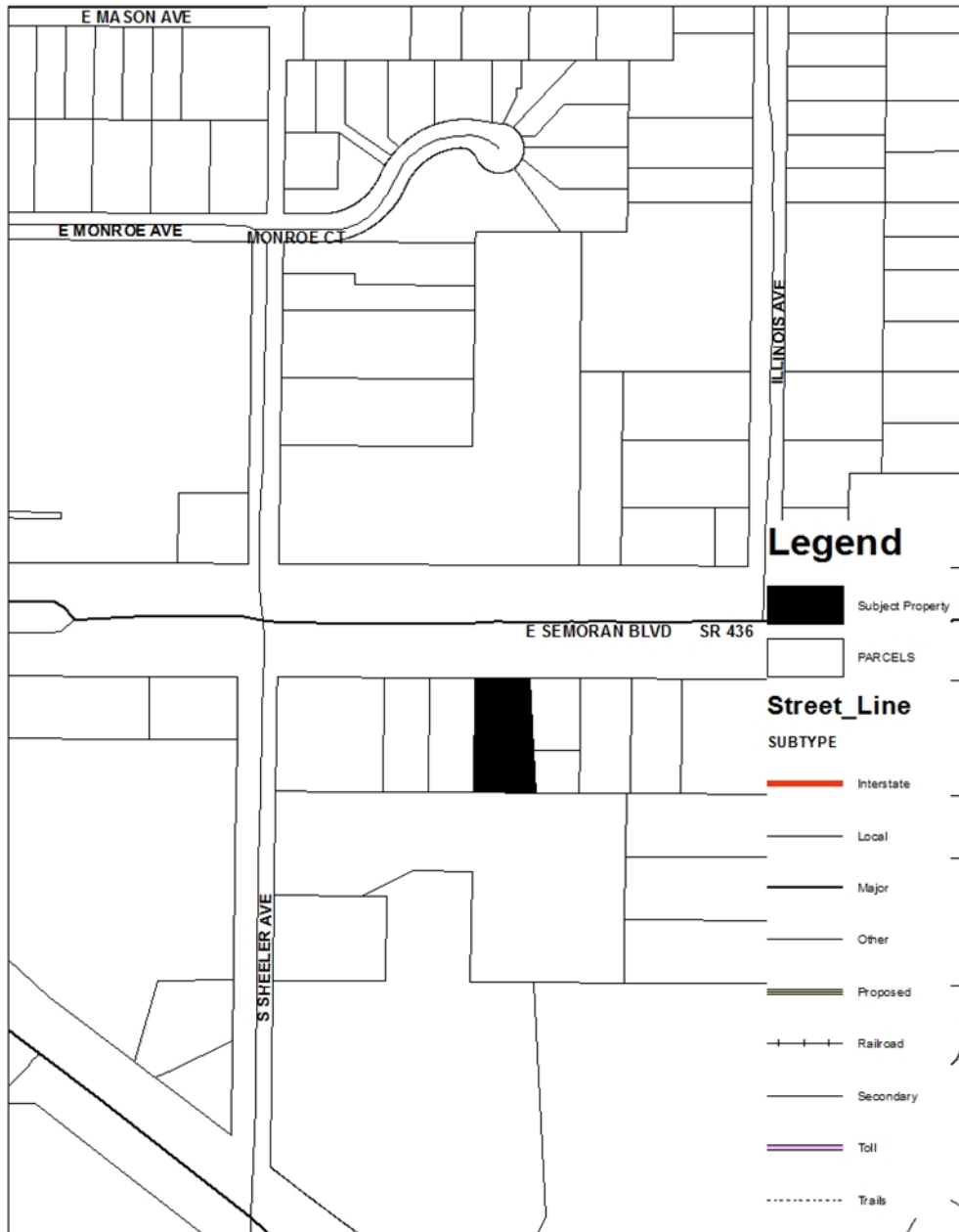
Linda Goff, City Clerk

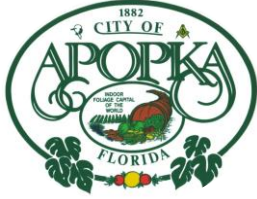
DULY ADVERTISED: May 25, 2018



SUNTRUST BANK
0.49 +/- acres
Proposed Change of Zoning:
From: C-2
To: C-1 (Commercial Retail District)
Parcel ID #: 11-21-28-0750-00-070

VICINITY MAP





CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: June 20, 2018
FROM: Community Development
EXHIBITS: Annexation Case
Vicinity Map
Ordinance No. 2664

SUBJECT: 2018 ANNEXATION – CYCLE NO. 3

REQUEST: ORDINANCE NO. 2664 - FIRST READING – ANNEXATION OF CITY STORMWATER POND AT 1680 S LAKE PLEASANT ROAD; AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER: City of Apopka
APPLICANT: City of Apopka Community Development Department
LOCATION: West side of S Lake Pleasant Road, south of US 441/N Orange Blossom Trail and north of S Apopka Boulevard
EXISTING USE: Stormwater Pond
TRACT SIZE: 4.45 +/- acres

ADDITIONAL COMMENTS: This parcel, located within the jurisdictional boundary of Orange County, is owned by the City of Apopka. A stormwater pond owned and maintained by the City resides on the parcel. In June 2010, ownership of the stormwater pond was transferred from Orange County to the City of Apopka. The proposed annexation will bring the parcel into the jurisdictional boundary of the City of Apopka. As the subject parcel is contiguous to the City limits, is compact, and does not create an enclave, annexation satisfies annexation requirements of Section 171.044, Florida Statutes.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on May 24, 2018.

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

CITY COUNCIL – JUNE 20, 2018
2018 ANNEXATION – CYCLE NO. 3
PAGE 2

DULY ADVERTISED:

June 1, 2018 – Public Hearing Notice
June 8, 2018 – Public Hearing Notice

PUBLIC HEARING SCHEDULE:

June 20, 2018 (7:00 pm) - City Council 1st Reading
July 18, 2018 (7:00 pm) - City Council 2nd Reading and Adoption

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the annexation 1680 S Lake Pleasant Road, Parcel ID# 23-21-28-0000-00-063.

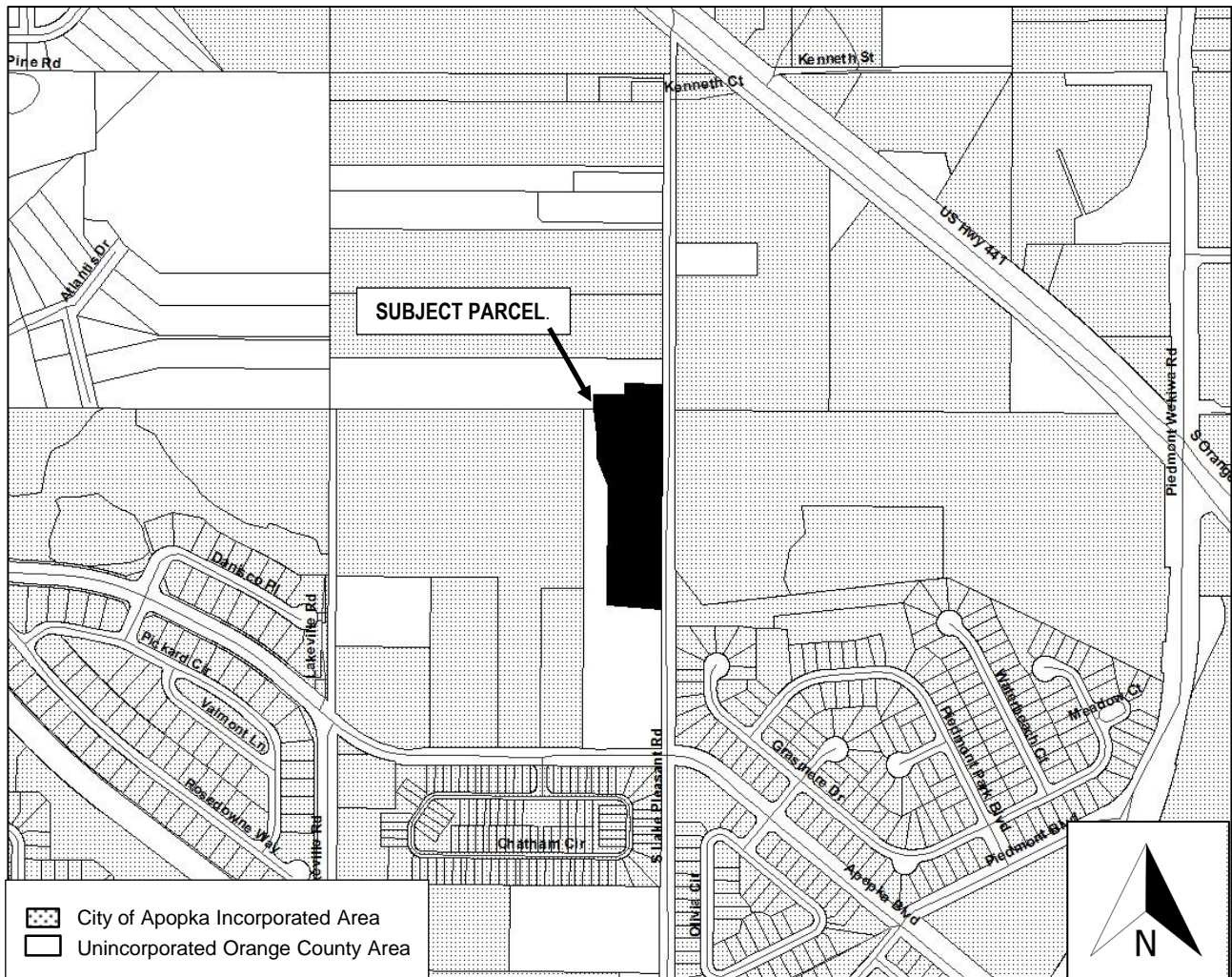
Accept the First Reading of Ordinance No. 2664 and Hold Over for Second Reading and Adoption on July 18, 2018.

ANNEXATION CASE
Proposed Annexation:

TOTAL ACRES: 4.45 +/-

| ORD. NO. | ITEM NO. | OWNER'S NAME | LOCATION | PARCEL NUMBER | ACRES +/- | EXISTING USE | FUTURE LAND USE (COUNTY) |
|----------|----------|----------------|---------------------------|----------------------|-----------|-----------------|--------------------------|
| 2664 | 1 | City of Apopka | 1680 S Lake Pleasant Road | 23-21-28-0000-00-063 | 4.45 | Stormwater Pond | Low Density Residential |

VICINITY MAP
1680 S Lake Pleasant Road
 Located south and west of US 441/S Orange Blossom Trail and north of Apopka Boulevard



(THIS MAP IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)

ORDINANCE NO. 2664

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY THE CITY OF APOPKA; AND LOCATED AT 1680 S LAKE PLEASANT ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Orange County Board of County Commissioners has requested that the City of Apopka, Florida, annex the property located at 1680 S Lake Pleasant Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling **4.45 +/- acre**, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Property Description:

COMM NE COR SEC 23-21-28 TH W 25 FT TO W R/W LINE OF LAKE PLEASANT RD BE ING SE COR OF LOT 25 PER PB H/83 FOR POB TH S 778.11 FT N 85 DEG W 210.10 FT TH N 464.76 FT N 21 DEG W 117.65 FT N 91.28 FT N 06 DEG W 105.78 FT N 48.32 FT E 119 FT N 41.95 FT TO A POINT ON N LINE OF LOT 24 OF SAID PLAT TH E 147.19 FT TO W R/W LINE TH S 100 FT TO POB (RETENTION PER 6058/3484)
Parcel ID 23-21-28-0000-00-063
1680 S Lake Pleasant Road
Containing 4.45 +/- acres.

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

ORDINANCE NO. 2664

PAGE 2

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: June 20, 2018

READ SECOND TIME
AND ADOPTED: July 18, 2018

Bryan Nelson, Mayor

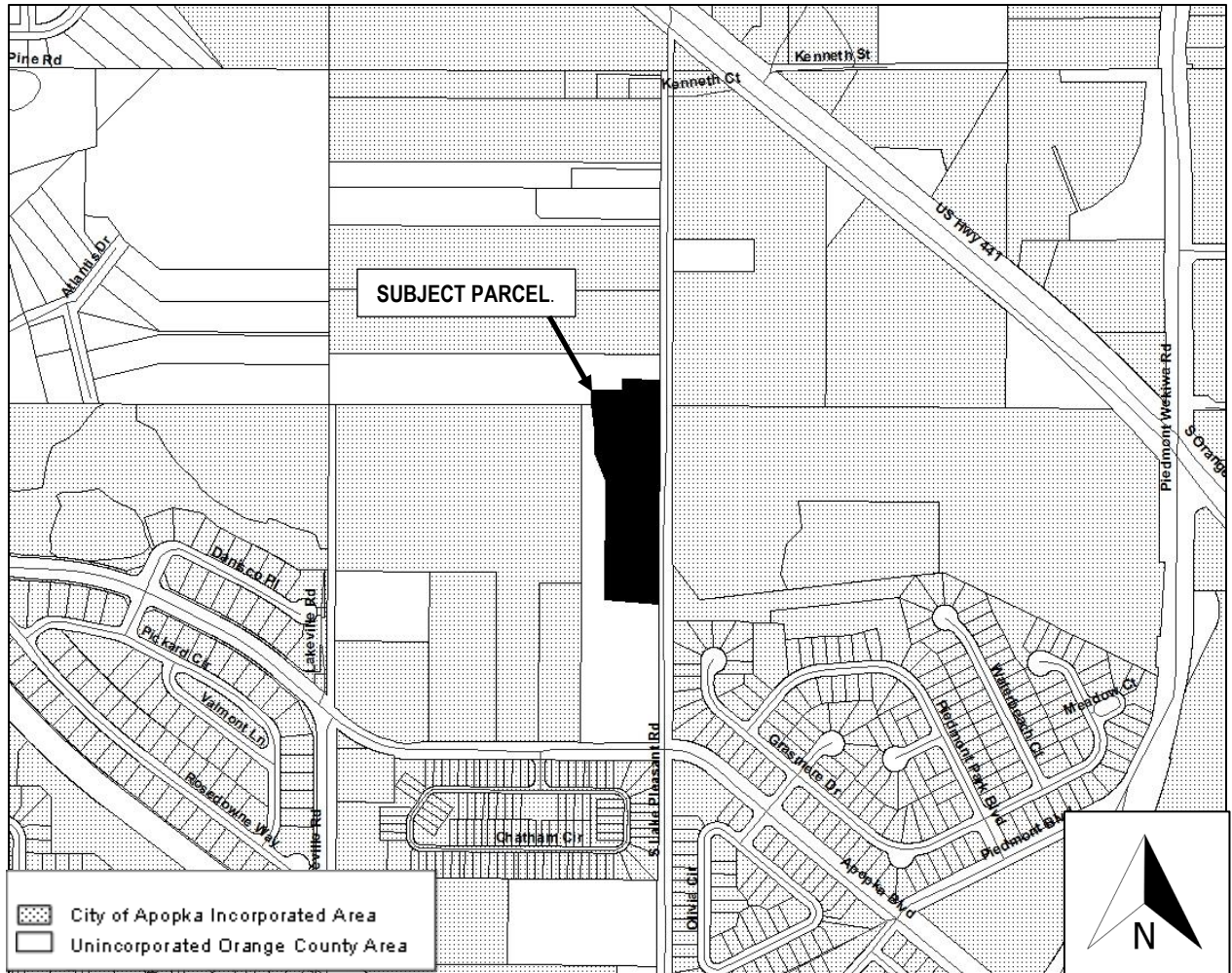
ATTEST:

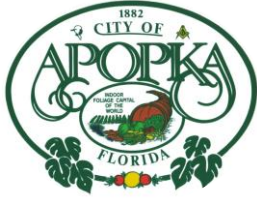
Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: June 1, 2018; and June 8, 2018

ANNEXATION
City of Apopka Stormwater Pond
1680 S Lake Pleasant Road
Parcel ID No.: 23-21-28-0000-00-063
Total Acres: 4.45 +/-

VICINITY MAP





CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: June 20, 2018
FROM: Community Development
EXHIBITS: Annexation Cases
Vicinity Map
Ordinance No. 2665

SUBJECT: 2018 ANNEXATION – CYCLE NO 3 – ROAD RIGHT-OF-WAYS

REQUEST: ORDINANCE NO. 2665 - FIRST READING – PUBLIC RIGHTS-OF-WAY ANNEXATIONS - CARNATION COURT, EAST LAUREL STREET, EAST MYRTLE STREET, WEST MYRTLE STREET, NORTH WASHINGTON AVENUE, NORTH CENTRAL AVENUE, AND NORTH LAKE AVENUE (NORTH AND SOUTH OF WEST MYRTLE AVENUE); AND HOLD OVER FOR SECOND READING AND ADOPTION ON JULY 18, 2018.

SUMMARY:

OWNER: Orange County Board of County Commissioners
APPLICANT: City of Apopka Community Development Department
LOCATION: Carnation Court, East Laurel Street, East Myrtle Street, West Myrtle Street, North Washington Avenue, North Central Avenue, and North Lake Avenue (north and south of West Myrtle Avenue), generally located west of North Park Avenue, south of East Summit Street and north of West Oak Street.
EXISTING USE: Public Roads
TRACT SIZE: Carnation Court: 0.655 +/- acres; E Laurel Street: 0.838 +/- acres; E Myrtle Street: 0.861 +/- acre; W Myrtle Street: 0.861 +/- acre; N Washington Avenue: 0.792 +/- acre; N Central Ave: 1.068 +/- acre; N Lake Avenue (north of W Myrtle Street): 0.828 +/- acre; N Lake Avenue (south of W Myrtle Street): 1.066 +/- acre; Total: 8.278 +/- acres.

FUNDING SOURCE: N/A

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

ADDITIONAL COMMENTS: The annexation of these roadway rights-of-way will result in a change of ownership from the Orange County Board of County Commissioners to the City of Apopka. Exhibit A lists the roadways included in Ordinance 2665. Exhibit B shows the location of the roadway rights-of-way to be annexed.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on May 24, 2018.

DULY ADVERTISED:

June 1, 2018 (Apopka Chief)

June 8, 2018 (Apopka Chief)

PUBLIC HEARING SCHEDULE:

June 20, 2018 (7:00 pm) - City Council 1st Reading

July 18, 2018 (7:00 pm) - City Council 2nd Reading and Adoption

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the roadway rights-of-way annexation of Carnation Court, East Laurel Street, East Myrtle Street, West Myrtle Street, North Washington Avenue, North Central Avenue, and North Lake Avenue (north and south of West Myrtle Avenue).

Accept the First Reading of Ordinance No. 2665 and Hold Over for Second Reading and Adoption on July 18, 2018.

EXHIBIT A

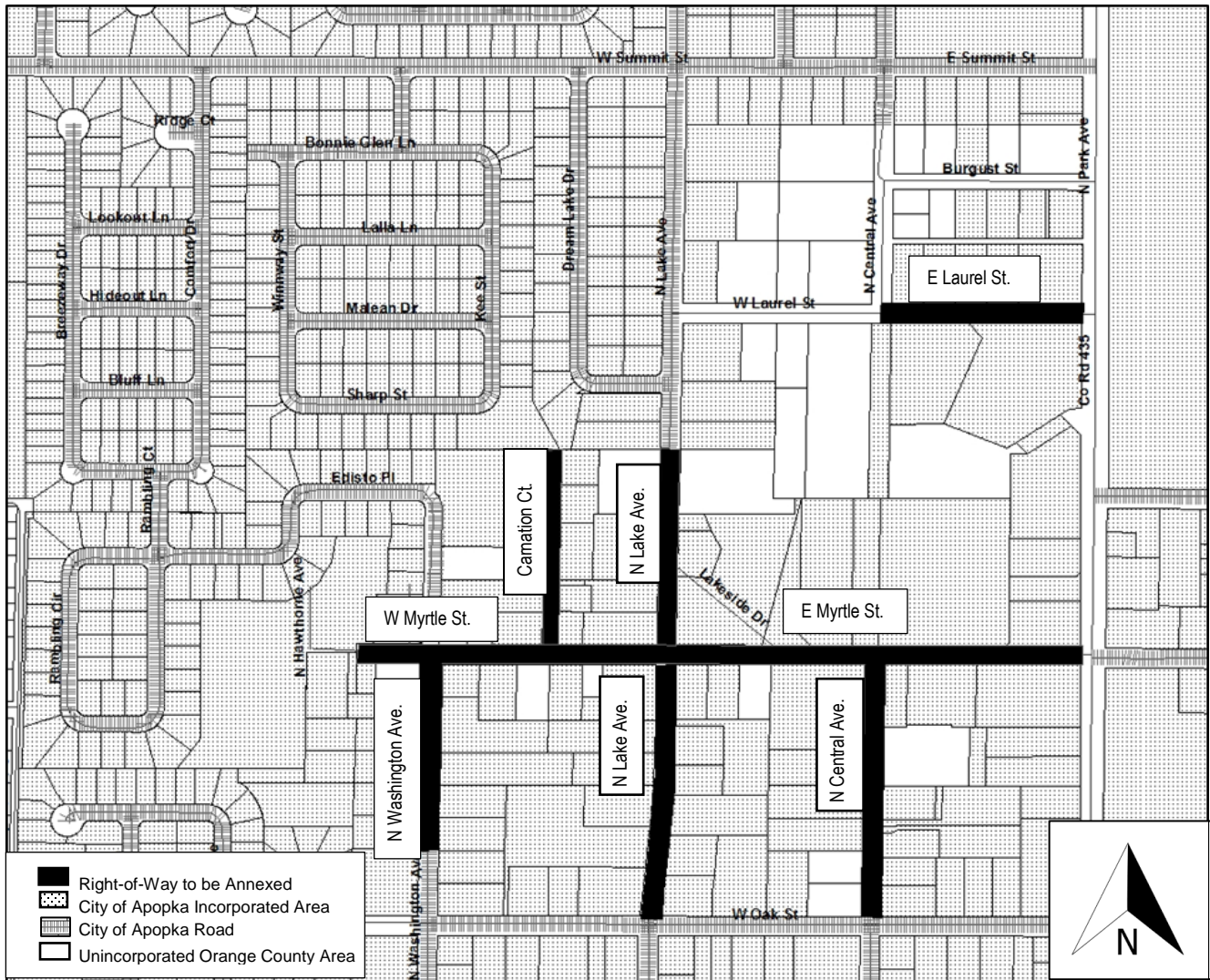
**ANNEXATION CASES
 Proposed Annexations:**

TOTAL ACRES: 8.278 +/-

| ORD. NO. | ITEM NO. EXHIBIT | OWNER'S NAME | LOCATION | PARCEL NUMBER | ACRES +/- | EXISTING USE | FUTURE LAND USE (COUNTY) |
|-----------------|-------------------------|---------------------|--|----------------------|------------------|---------------------|---------------------------------|
| 2665 | A | Orange County | Carnation Court | N/A | 0.655 | Public Road | Public Road |
| | B | Orange County | E Laurel Street | N/A | 0.838 | Public Road | Public Road |
| | C | Orange County | E Myrtle Street | N/A | 0.861 | Public Road | Public Road |
| | D | Orange County | W Myrtle Street | N/A | 2.170 | Public Road | Public Road |
| | E | Orange County | N Washington Avenue | N/A | 0.792 | Public Road | Public Road |
| | F | Orange County | N Central Avenue | N/A | 1.068 | Public Road | Public Road |
| | G | Orange County | N Lake Avenue (North of W Myrtle Street) | N/A | 0.828 | Public Road | Public Road |
| | H | Orange County | N Lake Avenue (South of W Myrtle Street) | N/A | 1.066 | Public Road | Public Road |

EXHIBIT B
ANNEXATION CASES
Vicinity Map

Roadways to be annexed:
Contains: 8.728 +/- acres



(THIS MAP IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)

ORDINANCE NO. 2665

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED PUBLIC RIGHTS-OF-WAY KNOWN AS CARNATION COURT, EAST LAUREL STREET, EAST MYRTLE STREET, WEST MYRTLE STREET, NORTH WASHINGTON AVENUE, NORTH CENTRAL AVENUE, NORTH LAKE AVENUE (NORTH AND SOUTH OF WEST MYRTLE AVENUE), SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, LOCATED GENERALLY WEST OF NORTH PARK AVENUE, SOUTH OF WEST SUMMIT STREET AND NORTH OF WEST OAK STREET, AND COMPRISED OF APPROXIMATELY 8.278 ACRES; OWNED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Orange County Board of County Commissioners has requested that the City of Apopka, Florida, annex rights-of-way known as Carnation Court, East Laurel Street, East Myrtle Street, West Myrtle Street, North Washington Avenue, North Central Avenue, and North Lake Avenue (north and south of West Myrtle Avenue) located west of North Park Avenue, south of East Summit Street and north of West Oak Street; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling 8.279 +/- acre, and graphically depicted by the attached Exhibits "A" - "H" are hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Descriptions: Carnation Court: 0.655 +/- acres; E Laurel Street: 0.838 +/- acres; E Myrtle Street: 0.861 +/- acre; W Myrtle Street: 0.861 +/- acre; N Washington Avenue: 0.792 +/- acre; N Central Ave: 1.068 +/- acre; N Lake Avenue (north of W Myrtle Street): 0.828 +/- acre; N Lake Avenue (south of W Myrtle Street): 1.066 +/- acre; more specifically described within Exhibits "A" - "H".

ORDINANCE NO. 2665

PAGE 2

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: June 20, 2018

READ SECOND TIME
AND ADOPTED: July 18, 2018

Bryan Nelson, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: June 1, 2018, June 8, 2018

Exhibit - A

Description of public "Right-of-Way": Carnation Ct.

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 09-21-28, as recorded in the Public Records of Orange County, Florida; thence South $0^{\circ}18'34''$ West, a distance of 452.36 feet along the Eastern line of said section; thence North $89^{\circ}56'02''$ West, a distance of 1,617.32 feet, to the Southwest corner of Parcel ID: 04-21-28-4836-00-554; said point being the POINT OF BEGINNING; thence North $01^{\circ}11'15''$ East, a distance of 600.78 feet; thence North $89^{\circ}57'09''$ West, a distance of 47.50 feet; thence South $01^{\circ}11'35''$ West, a distance of 600.76 feet; thence South $89^{\circ}56'02''$ East, a distance of 47.56 feet.

Containing 28,548.96 square feet (0.655-Acres), more or less.

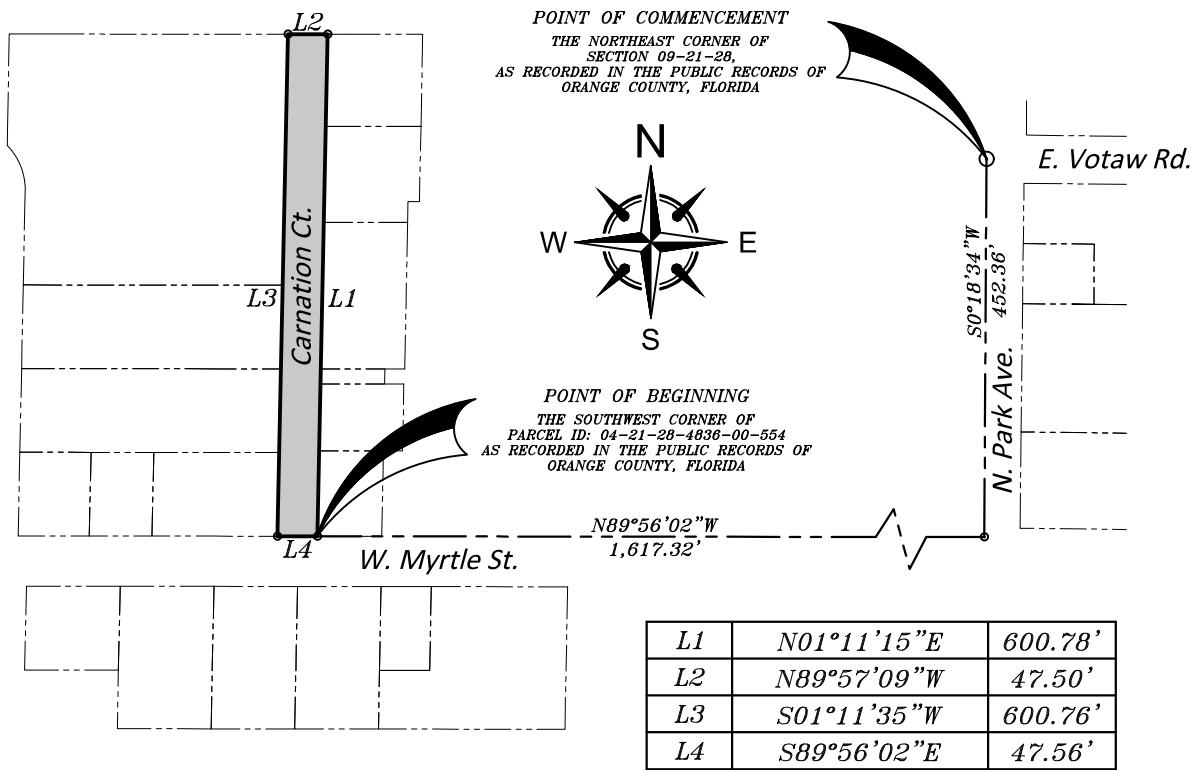


Exhibit - B

Description of public "Right-of-Way": E. Laurel St.

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 04-21-28, as recorded in the Public Records of Orange County, Florida; thence North $0^{\circ}05'12''$ East, a distance of 536.03 feet along the Eastern line of said section; thence North $89^{\circ}57'08''$ West, a distance of 30.03 feet, to the Northeast corner of Parcel ID: 04-21-28-4836-00-100; said point being the POINT OF BEGINNING; thence North $0^{\circ}05'11''$ East, a distance of 60.00 feet; thence North $89^{\circ}57'08''$ West, a distance of 608.20 feet; thence South $0^{\circ}56'04''$ West, a distance of 60.00 feet; thence South $89^{\circ}57'08''$ East, a distance of 609.09 feet.

Containing 36,520.11 square feet (0.838-Acres), more or less.

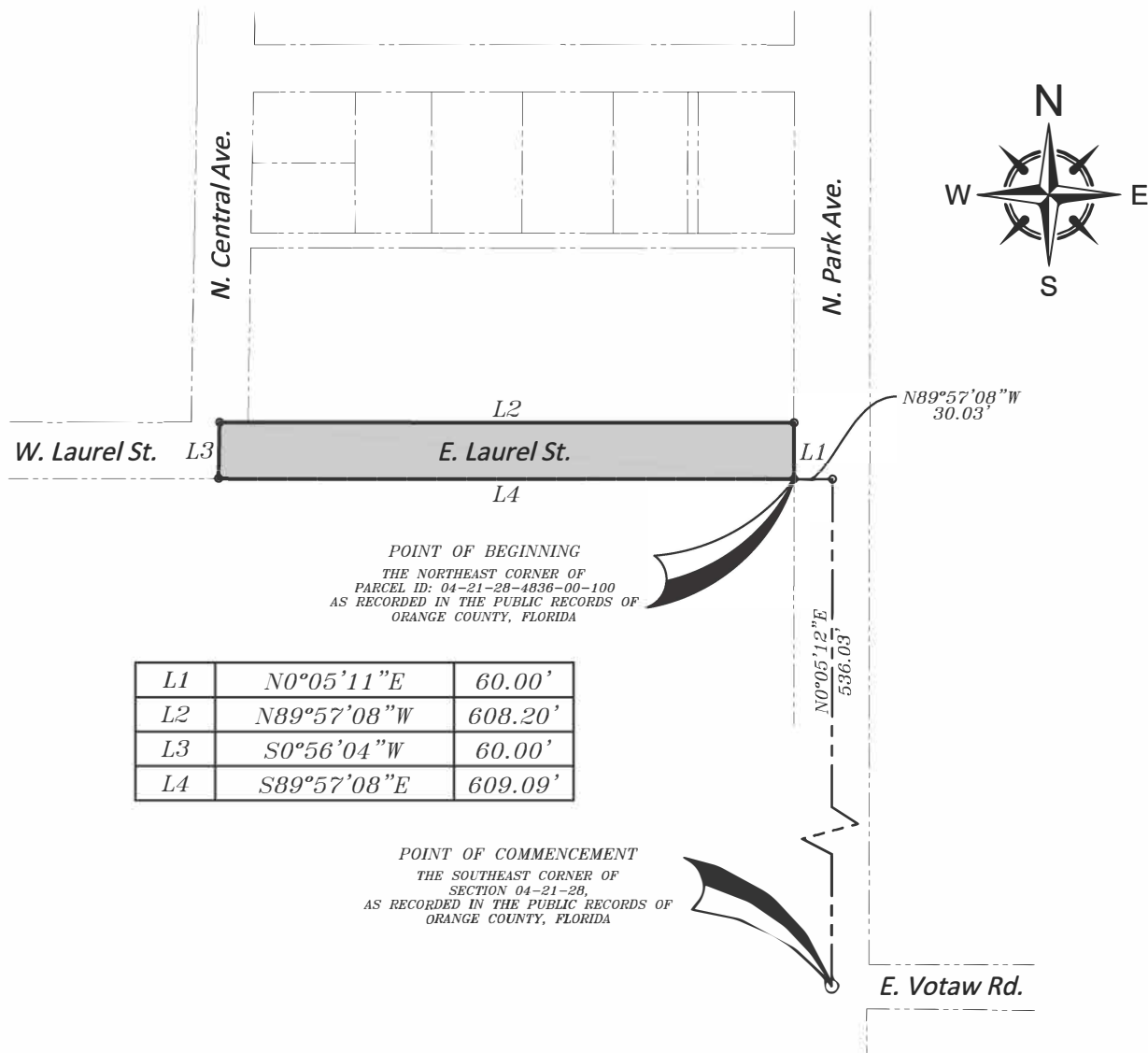


Exhibit - C

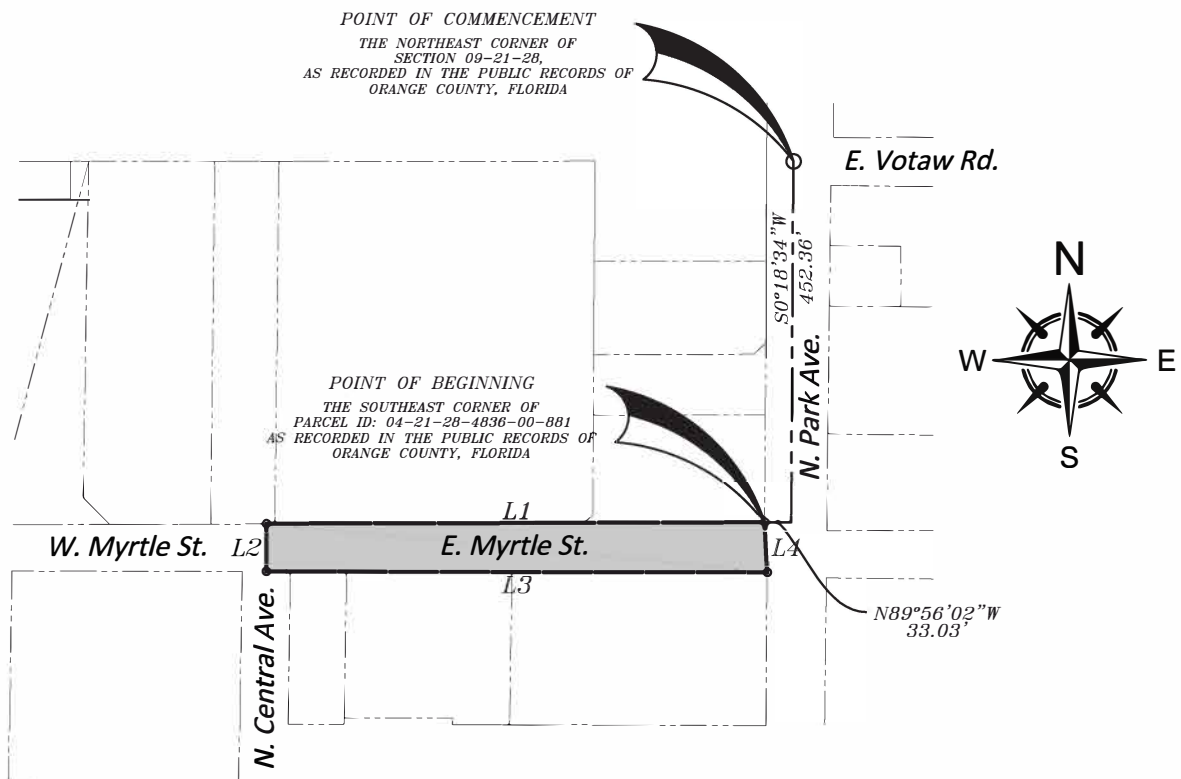
Description of public "Right-of-Way": E. Myrtle St.

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 09-21-28, as recorded in the Public Records of Orange County, Florida; thence South $0^{\circ}18'34''$ West, a distance of 452.36 feet along the Eastern line of said section; thence North $89^{\circ}56'02''$ West, a distance of 33.03 feet, to the Southeast corner of Parcel ID: 04-21-28-4836-00-881; said point being the POINT OF BEGINNING; thence North $89^{\circ}56'02''$ West, a distance of 621.44 feet; thence South $0^{\circ}00'00''$ East, a distance of 60.17 feet; thence South $89^{\circ}55'49''$ East, a distance of 624.12 feet; thence North $02^{\circ}32'37''$ West, a distance of 60.27 feet.

Containing 37,484.83 square feet (0.861-Acres), more or less.



| | | |
|----|-------------|---------|
| L1 | N89°56'02"W | 621.44' |
| L2 | S0°00'00"E | 60.17' |
| L3 | S89°55'49"E | 624.12 |
| L4 | N02°32'37"W | 60.27' |

Exhibit - D

Description of public "Right-of-Way": W. Myrtle St.

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 09-21-28, as recorded in the Public Records of Orange County, Florida; thence South 0°18'34" West, a distance of 452.36 feet along the Eastern line of said section; thence North 89°56'02" West, a distance of 654.47 feet, said point being the POINT OF BEGINNING; thence North 89°55'57" West, a distance of 1,320.72 feet; thence North 85°01'38" West, a distance of 51.58 feet; thence North 89°50'57" West, a distance of 200.00 feet; thence South 01°02'10" West, a distance of 60.00 feet; thence South 89°50'57" East, a distance of 200.00 feet; thence South 85°47'10" East, a distance of 62.59 feet; thence South 89°55'49" East, a distance of 1,310.78 feet; thence North 0°00'00" East, a distance of 60.17 feet.

Containing 94,528.97 square feet (2.170-Acres), more or less.

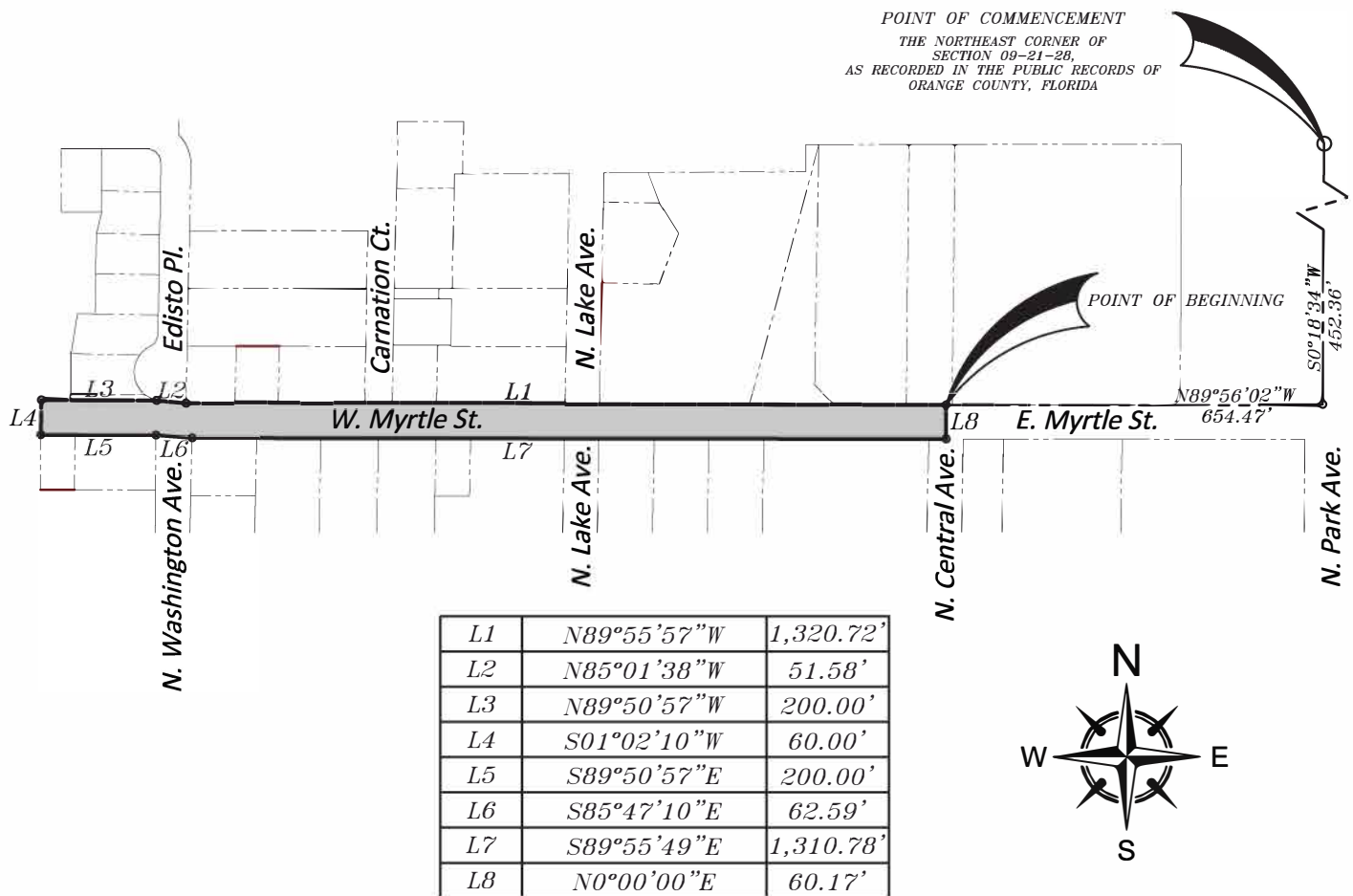


Exhibit - E

Description of public "Right-of-Way": N. Washington Ave.

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 09-21-28, as recorded in the Public Records of Orange County, Florida; thence South $0^{\circ}18'34''$ West, a distance of 512.57 feet along the Eastern line of said section; thence North $89^{\circ}55'49''$ West, a distance of 1,964.93 feet, to the Northwest corner of Parcel ID: 04-21-28-4836-00-723; said point being the POINT OF BEGINNING; thence North $85^{\circ}47'10''$ West, a distance of 62.59 feet; thence South $0^{\circ}27'48''$ West, a distance of 269.91 feet; thence South $01^{\circ}24'51''$ West, a distance of 306.18 feet; thence North $90^{\circ}00'00''$ East, a distance of 60.23 feet; thence North $01^{\circ}11'45''$ East, a distance of 571.51 feet.

Containing 34,519.29 square feet (0.792-Acres), more or less.

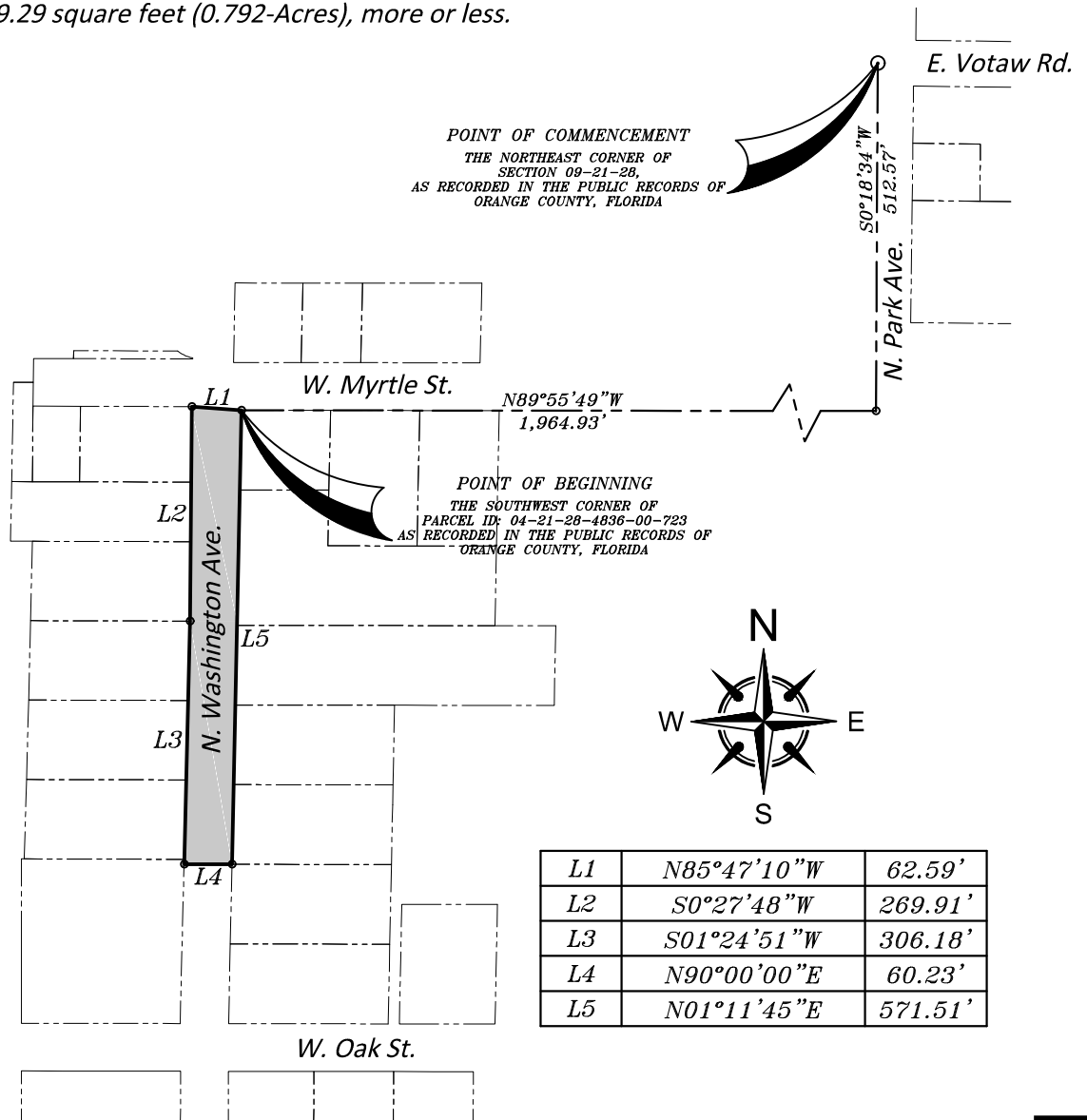


Exhibit - F

Description of public "Right-of-Way": N. Central Ave.

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 09-21-28, as recorded in the Public Records of Orange County, Florida; thence South $0^{\circ}18'34''$ West, a distance of 512.57 feet along the Eastern line of said section; thence North $89^{\circ}55'49''$ West, a distance of 624.13 feet, to the Northwest corner of Parcel ID: 04-21-28-4836-00-911; said point being the POINT OF BEGINNING; thence North $89^{\circ}55'49''$ West, a distance of 60.04 feet; thence South $0^{\circ}57'22''$ West, a distance of 772.50 feet; thence South $89^{\circ}54'24''$ East, a distance of 60.20 feet; thence North $0^{\circ}59'02''$ East, a distance of 296.03 feet; thence North $0^{\circ}55'10''$ East, a distance of 476.50 feet.

Containing 46,517.74 square feet (1.068-Acres), more or less.

POINT OF COMMENCEMENT
THE NORTHEAST CORNER OF
SECTION 09-21-28,
AS RECORDED IN THE PUBLIC RECORDS OF
ORANGE COUNTY, FLORIDA

| | | |
|-----|-------------|---------|
| L 1 | N89°55'49"W | 60.04' |
| L 2 | S0°57'22"W | 772.50' |
| L 3 | S89°54'24"E | 60.20' |
| L 4 | N0°59'02"E | 296.03' |
| L 5 | N0°55'10"E | 476.50' |

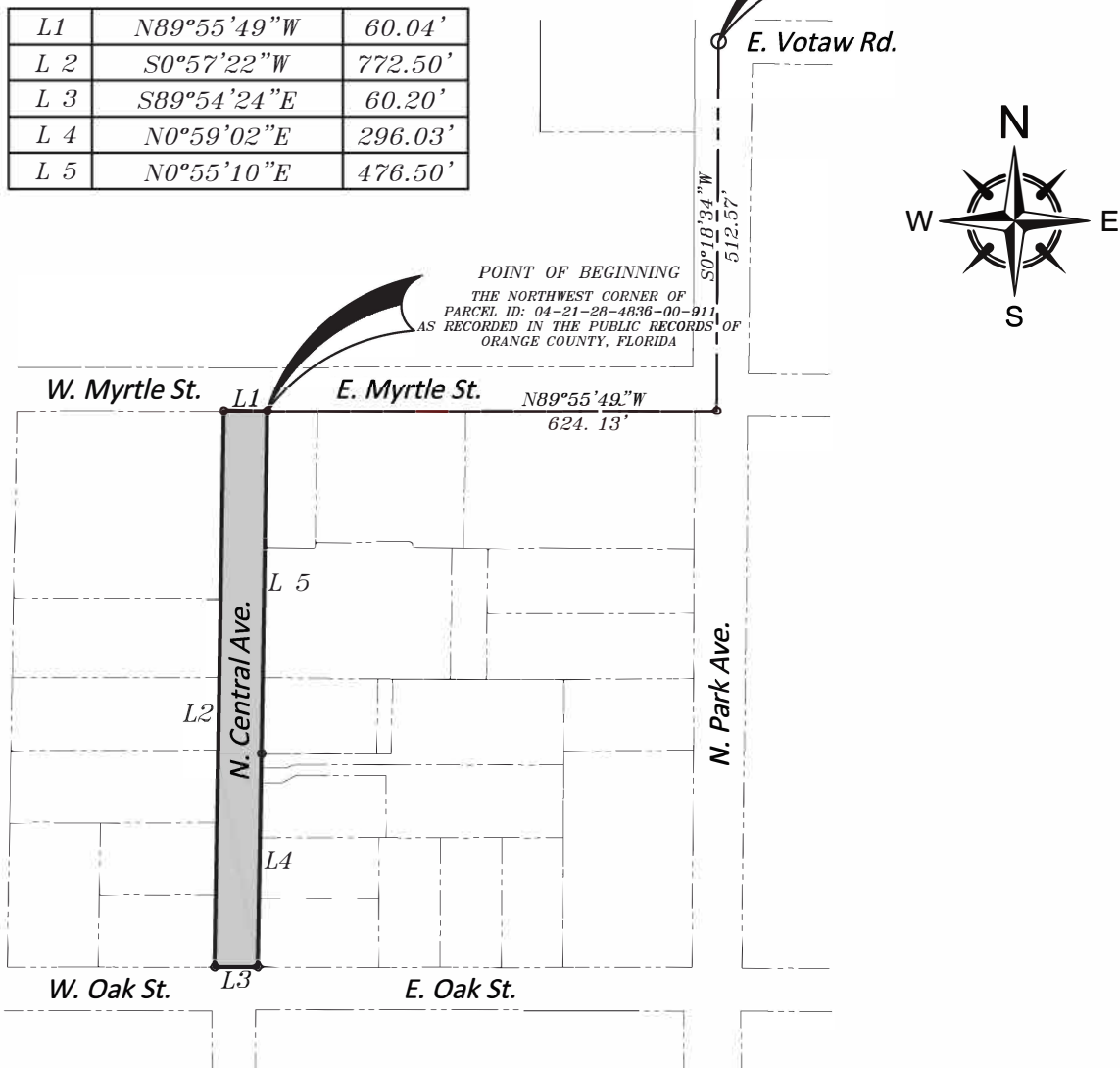


Exhibit - G

Description of public "Right-of-Way": N. Lake Ave. (North of W Myrtle Street)

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 09-21-28, as recorded in the Public Records of Orange County, Florida; thence South $0^{\circ}18'34''$ West, a distance of 452.36 feet along the Eastern line of said section; thence North $89^{\circ}56'02''$ West, a distance of 1,256.56 feet, to the Southwest corner of Parcel ID: 04-21-28-4836-00-570; said point being the POINT OF BEGINNING; thence North $01^{\circ}04'02''$ East, a distance of 600.87 feet; thence North $89^{\circ}57'07''$ West, a distance of 60.00 feet; thence South $01^{\circ}04'15''$ West, a distance of 600.85 feet; thence South $89^{\circ}56'01''$ East, a distance of 60.04 feet.

Containing 36,057.11 square feet (0.828-Acres), more or less.

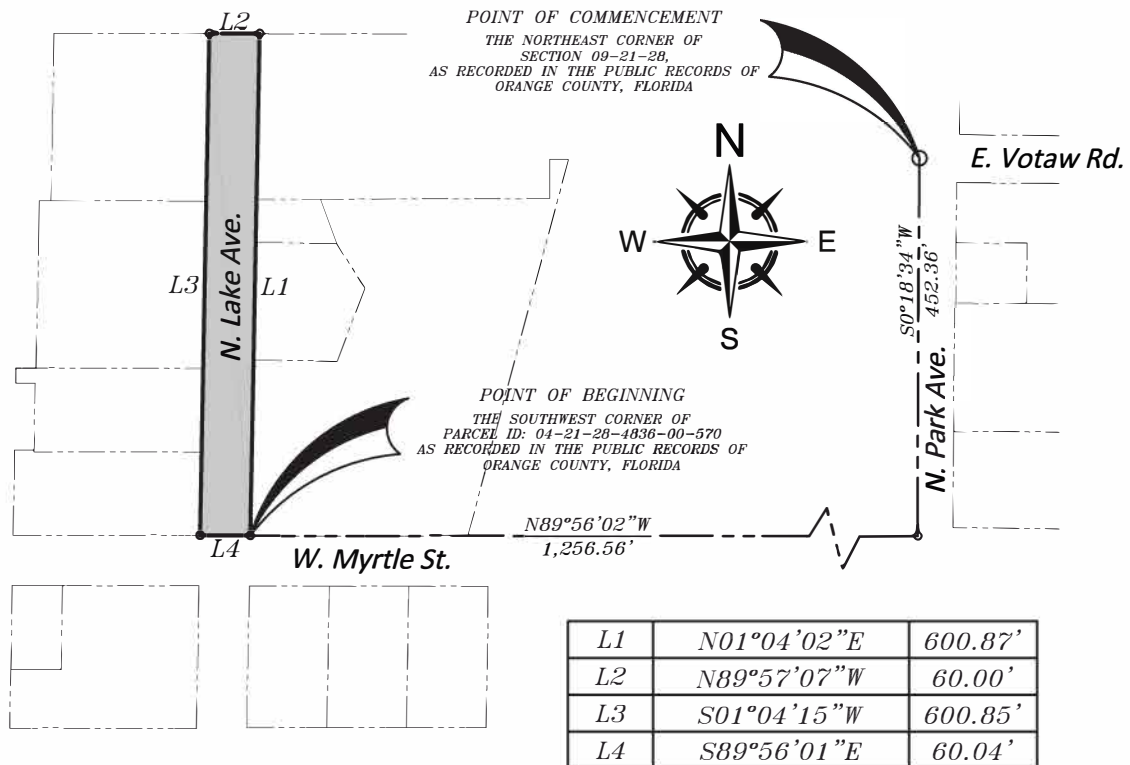


Exhibit - H

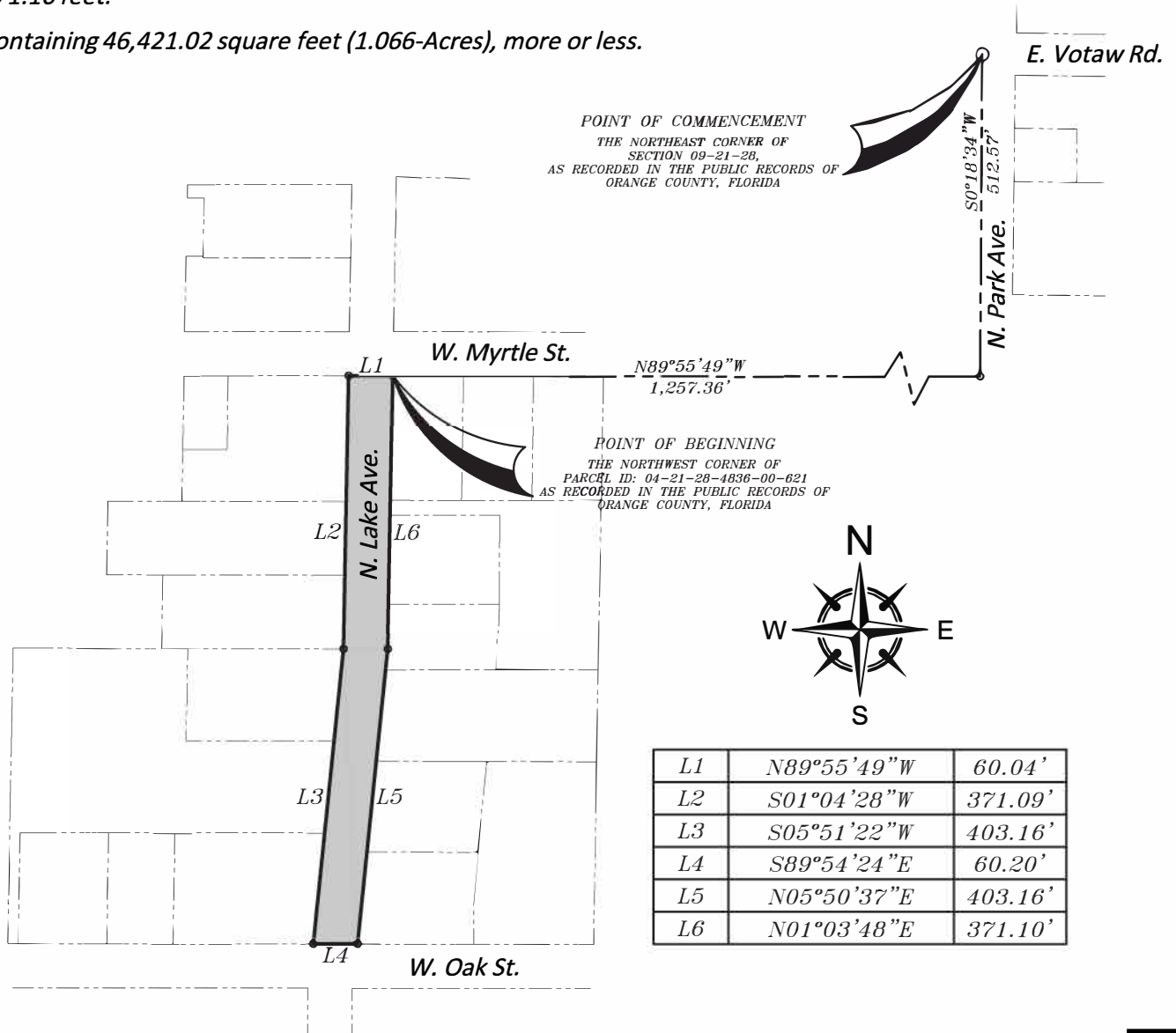
Description of public "Right-of-Way": N. Lake Ave. (South of W Myrtle Street)

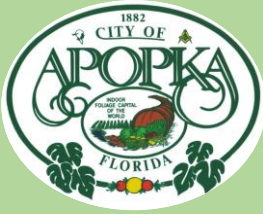
Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 09-21-28, as recorded in the Public Records of Orange County, Florida; thence South $0^{\circ}18'34''$ West, a distance of 512.57 feet along the Eastern line of said section; thence North $89^{\circ}55'49''$ West, a distance of 1,257.36 feet, to the Northwest corner of Parcel ID: 04-21-28-4836-00-621; said point being the POINT OF BEGINNING; thence North $89^{\circ}55'49''$ West, a distance of 60.04 feet; thence South $01^{\circ}04'28''$ West, a distance of 371.09 feet; thence South $05^{\circ}51'22''$ West, a distance of 403.16 feet; thence South $89^{\circ}54'24''$ East, a distance of 60.20 feet; thence North $05^{\circ}50'37''$ East, a distance of 403.16 feet; thence North $01^{\circ}03'48''$ East, a distance of 371.10 feet.

Containing 46,421.02 square feet (1.066-Acres), more or less.





CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Resolution 2018-09

MEETING OF: June 20, 2018
 FROM: Finance
 EXHIBITS: Loan Agreement

SUBJECT: RESOLUTION NO. 2018-09 - AUTHORIZING THE ISSUANCE AND EXECUTION OF A CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2018 WITH ZIONS BANK IN AN AGGREGATE PRINCIPAL AMOUNT OF \$2,805,000 FOR THE ACQUISITION OF VARIOUS PUBLIC SAFETY VEHICLES AND OTHER CAPITAL EQUIPMENT FOR THE CITY.

REQUEST: REQUEST COUNCIL ADOPT RESOLUTION 2018-09.

SUMMARY:

On June 6, 2018, the City Council awarded the financing of various vehicles and equipment to Zions Bank. Resolution No. 2018-09 authorizes the execution of the Loan Agreement with Zions Bank for the Capital Improvement Revenue Note, Series 2018. The revenue note provides a 7-year term with a fixed rate of 2.90%.

In anticipation of securing this loan, many of the vehicle purchases have already taken place. Resolution #2017-26 was approved on November 1, 2017, which allows for reimbursement of certain costs relating to the acquisition of vehicles and other capital equipment. The proceeds from this loan will be used to reimburse the City, as well as fund the purchases of the specifically identified vehicles and capital equipment included in the FY 2018 Budget. Also included in this loan is the purchase of a Fire Ladder/Platform Truck in the amount of \$1,100,000. The City has received \$393,175 in insurance proceeds for the loss of the replacement tower truck.

FUNDING SOURCE:

The approved FY 2018 General Fund identified and included provisions for acquiring these vehicles and capital equipment using tax exempt debt.

RECOMMENDATION ACTION:

Adopt Resolution No. 2018-09.

DISTRIBUTION

| | | |
|--------------------------------|------------------|--------------------------|
| Mayor Nelson | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

LOAN AGREEMENT

Dated June 22, 2018

By and Between

CITY OF APOPKA, FLORIDA
(the “City”)

and

ZB, N.A.
(the “Bank”)

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LOAN AGREEMENT

THIS LOAN AGREEMENT (this “Agreement”), made and entered into this 22nd day of June, 2018, by and between **CITY OF AOPKA, FLORIDA** (the “City”), a municipal corporation of the State of Florida and its successors and assigns, and **ZB, N.A.**, a national banking association authorized to do business in Florida, and its successors and assigns (the “Bank”).

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, *Florida Statutes* and other applicable provisions of law (all of the foregoing, collectively, the “Act”), and Resolution No. 2018-09, duly adopted by the City on June 20, 2018, is authorized to borrow money, and more particularly issue the Note described below for the City’s public purpose; and

WHEREAS, in response to a request for proposal by the City regarding an intended borrowing to finance the acquisition of but not limited to fire equipment, police vehicles, a recreational vehicle and associated equipment all for City purposes (the “Project”), and related costs of issuance, the Bank submitted its proposal dated May 8, 2018 to the City (the “Commitment”); and

WHEREAS, the City has accepted the Commitment and the Bank is willing to purchase the Note, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement shall have the respective meanings assigned thereto and the following terms not otherwise defined shall have the respective meanings as follows unless the context clearly requires otherwise:

“Act” shall have the meaning assigned to that term in the recitals hereof.

“Agreement” shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Bank” shall mean ZB, N.A., a national banking association and its successors and assigns.

“Bond Counsel” shall mean, Akerman LLP, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the Note.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Bank at which payments on the Note are due is lawfully closed.

“City” shall mean the City of Apopka, Florida, a municipal corporation.

“City Administrator” shall mean the City Administrator of the City and such other person as may be duly authorized to act on his or her behalf.

“City Clerk” shall mean the City Clerk of the City and such other person as may be duly authorized to act on his or her behalf.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

“Debt Service” means principal and interest, and other debt-related costs, due in connection with the Note.

“Default Rate” shall mean four percent (4.0%) per annum provided such rate shall not exceed the highest rate of interest allowed by applicable law.

“Event of Default” shall mean an Event of Default as defined in Section 5.01 of this Agreement.

“Final Maturity Date” shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, June 1, 2025.

“Fiscal Year” shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its “fiscal year” as permitted by law.

“Interest Payment Date” shall mean each June 1, and December 1, commencing December 1, 2018 until the Note has been paid in full.

“Loan” shall refer to an amount equal to the outstanding principal of the Note, together with unpaid interest which has accrued and other debt-related costs.

“Non-Ad Valorem Revenues” shall mean all legally available funds of the City derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments due on the Note, but only after provision has been made by the City for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

“Note” shall mean the City of Apopka, Florida Capital Improvement Revenue Note, Series 2018 issued by the City under this Agreement and the Resolution.

“Note Rate” shall mean the rate of interest to be borne by the Note which shall be a fixed rate equal to 2.90% per annum calculated on the basis of a 360-day year of 12, 30-day months, subject to adjustment as provided herein and in the Note.

“Noteholder” or “Holder” or any similar term shall mean the Bank as the holder of the Note and any subsequent registered holder of the Note.

“Pledged Revenues” shall mean Non-Ad Valorem Revenues of the City budgeted and appropriated in accordance with Section 4.03 hereof.

“Project” shall have the meaning set forth in the “Whereas” clauses to this Agreement.

“Resolution” shall mean Resolution No. 2018-09, duly adopted at a meeting of the City Council on June 20, 2018, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Bank as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its properties is bound.

(b) Validity, Etc. This Agreement, the Note and the Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting

the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No material adverse change in the financial condition of the City or the Pledged Revenues has occurred since the audited financial statements of the City for its year ended September 30, 2017 which audited financial statement were prepared in accordance with generally accepted accounting principles and present fairly the City's financial position as of such year end.

(d) Powers of City. The City has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan as described herein.

(e) Authorizations, etc. No authorization, consent, approval, license, exemption or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished.

(f) Advice. The City acknowledges that (a) neither the Bank nor any of its affiliates shall act as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Note and (b) neither the Bank nor any of its affiliates has provided, and will not provide, financial, legal, tax accounting or other advice to or on behalf of the City with respect to the proposed issuance of the Note. The City represents to the Bank that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Note from its financial, legal and other advisors (and not the Bank or any of its affiliates) to the extent that the City desired to obtain such advice.

Section 2.02. Covenants of the City. The City covenants as follows:

The City will furnish to the Bank at no cost to the Bank within 270 days following the end of each Fiscal Year, the audited annual financial statements of the City for such Fiscal Year.

Section 2.03. Representations and Warranties of Bank. The Bank represents and warrants to the City as follows:

The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note; (ii) has received and reviewed such financial information concerning the Non-Ad Valorem Revenues as it has requested in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iii) is purchasing the Note as an investment for its own account and not with a current view toward resale to the public.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Bank shall make available to the City the Loan in the principal amount of Two Million Eight Hundred and Five Thousand and No/100 Dollars (\$2,805,000.00). The Loan is evidenced by the Note. The proceeds available under the Note and this Agreement shall be used to solely finance the Project and to pay costs of issuing the Note.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit A to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The principal amount of the Note shall be Two Million Eight Hundred and Five Thousand and No/100 Dollars (\$2,805,000.00).

(b) Interest. The Note shall bear interest at the Note Rate payable on each Interest Payment Date. Interest on the Note shall be subject to adjustment as provided in the Note and Section 5.02 hereof and computed on the basis of a 360 day year of 12, 30 day months.

(c) Prepayments. The Note shall be subject to prepayment at the option of the City, in whole or in part on any date from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date as shall be specified by the City in a written notice delivered to the Noteholder not less than thirty (30) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Holder, and finally to principal in inverse order of principal payments and if paid in part in principal denominations of \$1,000 or integral multiples thereof.

Principal on the Note is payable on each June 1 and December 1 commencing December 1, 2018 as set forth in the Note.

Section 3.03. Conditions Precedent to Issuance of Note. Prior to or simultaneously with the delivery of the Note, there shall be filed with the Bank the following, each in form and substance reasonably acceptable to the Bank:

(a) an opinion of counsel to the City addressed to the Bank substantially to the effect that (i) the Resolution has been duly adopted and this Agreement and the Note have been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally or by usual equity principles; (ii) the City's execution, delivery and performance of this Agreement and execution and issuance of the Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution, issuance and delivery of the Note has been duly and validly authorized by the City;; (iv) the City; (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to execute and deliver this Agreement, to execute and deliver the Note, and to consummate the transactions

contemplated by such instruments; (v) the execution, delivery and performance of the Note and this Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vi) there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or, to the best of such counsel's knowledge, threatened in any court or other tribunal, state or federal (A) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (B) in any way questioning or affecting the validity or enforceability of any provision of this Agreement, the Note, or the Resolution, (C) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (D) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices; (vii) the City has the legal power to acquire the Project and to pay associated costs of issuance and to grant a lien on the Pledged Revenues as described herein and in the Resolution; (viii) all conditions contained in the ordinances and resolutions of the City precedent to the issuance of the Note have been complied with; and (ix) all authorizations, approvals, consents, waivers or other orders of governmental authorities or agencies that are required in connection with the authorization, execution and delivery by the City of the Resolution, the Note and this Agreement and all other agreements or documents provided for or contemplated by this Agreement, and the execution, issuance, sale and delivery of the Note have been obtained and are in full force and effect and no additional or further approvals, consents, waivers or authorizations of any governmental or public agency or authority not already obtained or currently able to be obtained are required by law or by the City in the performance by the City of its obligations under the Note, this Agreement, the Resolution or the contracts and agreements provided for therein or contemplated thereby;

(b) an opinion of Bond Counsel addressed to the Bank (who may rely on opinion of legal counsel to the City), substantially to such effect that such counsel is of the opinion that: (i) this Agreement constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided for therein and in this Agreement; (iii) assuming compliance by the City with certain covenants relating to requirements contained in the Code interest on the Note is excludable from gross income for purposes of federal income taxation; (iv), the Note is a "qualified tax exempt obligation within the meaning of Section 265 (b)(1)(3) of the Code); and (v) the Note is exempt from registration under the Securities Act of 1933, as amended, and the Resolution and this Agreement are exempt from qualification under the Trust Indenture Act of 1939, as amended; and (vi) the Note Rate does not exceed the maximum interest rate allowed by Florida law for debt obligations like the Note.

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City;

(d) the original executed Resolution, Note and Agreement; and

(e) Certificate of the City to the effect that the representations and information of the City contained in this Agreement are true and correct as of the date of this Agreement;

(f) An acknowledgement of the City of cost of issuance budget with respect to the issuance of the Note.

(g) such other documents as the Bank reasonably may request.

When the documents and items mentioned in clauses (a) through (g), inclusive, of this Section shall have been filed with the Bank, and when the Note shall have been executed as required by this Agreement, and all conditions of the Resolution have been met, the City shall deliver the Note to or upon the order of the Bank upon receipt of the purchase price therefor. Payment of the purchase price of the Note by the Bank shall be conclusive evidence that all conditions pursuant to the delivery of the Note have been met.

Section 3.04. Registration of Transfer; Assignment of Rights of Bank, Mutilated Loss, Stolen or Destroyed Note. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Holder or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement; provided, however, that the Note may be transferred only in whole and not in part. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Bank under this Agreement and the Note.

The Holder of the Note is hereby granted power to transfer absolute title thereof in whole by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such Holder's assignor or any person in the chain of title and before the maturity of the Note. Every prior Holder of the Note shall be deemed to have waived and renounced all of such Holder's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.05. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the Holder thereof or such Holder's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

Section 3.06. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely as provided in Section 3.01 hereof and that such use is permitted by applicable law.

Section 3.07. Authentication. Until the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Agreement. The Note shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the registrar, and such certificate of the registrar upon the Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Agreement.

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of Note.

(a) The City does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the Note.

(b) The Note will be a special obligation of the City secured solely by the Pledged Revenues and is payable from the Pledged Revenues as provided in Section 4.03 of this Agreement. The Note will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Note and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment. The Note shall not constitute a lien upon any property of the City except upon the Pledged Revenues.

Section 4.03. Covenant to Budget and Appropriate. Until the Note is paid or deemed paid pursuant to the provisions of this Agreement, subject to the next paragraph, the City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non Ad-Valorem Revenues of the City in each Fiscal Year, amounts sufficient to pay principal of and interest on the Note and other costs and expenses due and payable to the Holder under this Agreement as the same shall become due. The covenant to budget and appropriate in the manner stated herein shall have the effect of making revenues available for payment of principal and interest on the Note, and placing on the City a positive duty to appropriate and budget amounts sufficient to meet its obligations under the Note. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such Non-Ad Valorem Revenues shall be in effect until such moneys are budgeted and appropriated. The City further acknowledges and agrees that the obligations of the City to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on notes and other debt instruments). Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property. Notwithstanding any provisions of this Agreement or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Agreement nor the obligations of the City under the Resolution shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City other than the Pledged Revenues, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City.

Section 4.04. Tax Covenant. The City covenants to the Holders of the Note that the City will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused the Note to be an “arbitrage bond” within the meaning of the Code. The City further covenants to comply with the requirements of the Code and any valid and applicable rules and

regulations promulgated thereunder necessary to insure the exclusion of interest on the Note from the gross income of the Holders thereof for purposes of federal income taxation.

Section 4.05. Compliance with Laws and Regulations. The City shall maintain compliance with all federal, state and local laws and regulations regarding the acquisition, construction and maintenance of the Project.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an “Event of Default:”

(a) payment of the principal of the Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the Note shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary, in the reasonable judgment of the Holder, to enable the City to diligently complete such curative action; or

(d) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(e) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(f) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control.

The City shall notify the Holder of an Event of Default within five (5) Business Days after, becoming aware of the Event of Default, but any such notice shall not be construed as a prerequisite for the exercise by the Holder of any of its remedies contained herein or at law or in equity.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Note shall bear interest at the Default Rate and all payments made on the Note during any such period shall be applied first to interest and then to principal. Upon the occurrence and during the continuance of an Event of Default, the Noteholder, subject to the provisions of this Article V, may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under this Agreement. Acceleration of the payments due on the Note shall not be a remedy hereunder. The City shall reimburse the Holder and its agents for all reasonable legal and collection costs to exercise its remedies or collect its payments in the case of an Event of Default. The Holder shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation on any form of any property therein to pay the Note or the interest thereon.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Holder hereunder have been paid in full.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholders.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Apopka, Florida
120 East Main Street
Apopka, FL 32703
Attention: City Administrator

(b) As to the Bank:

ZB, N.A.
Attn: Jonathan Baker
1 South Main Street, 18th Floor
Salt Lake City, UT 84133

with a copy to:

Zions Bancorporation
Attn: Legal Department
1 South Main Street, 11th Floor
Salt Lake City, UT 84133

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall be other than a Business Day, then payment of such interest or principal shall be made on the next succeeding day on which the Bank is open for business with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Council, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-

observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Jury Trial Waiver; Class Action Waiver. As permitted by applicable law, the parties each waive their respective rights to a trial before a jury in connection with any Dispute (as "*Dispute*" defined below), and Disputes shall be resolved by a judge sitting without a jury. If permitted by applicable law, each party also waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or a representative, or to act as a private attorney general. A "Dispute" shall be defined as a any claim, dispute or controversy between the parties with respect to this Loan Agreement, the Note, any related agreement, any amendments thereto, or any other agreement or business relationship between the City and the Bank directly or indirectly related to the subject matter of this Loan Agreement, the Note or the transactions contemplated hereby.

Section 6.12. Incorporation by Reference. All of the terms and obligations set forth in the Resolution and the Exhibits attached hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

*[Signature Page for LOAN AGREEMENT
dated June 22, 2018 between
the City of Apopka, Florida and ZB, N.A.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF APOPKA, FLORIDA

[SEAL]

ATTEST:

By: _____
Mayor

City Clerk

ZB, N.A.

By: _____
Title:

EXHIBIT A

FORM OF NOTE

**CITY OF APOPKA, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE,
SERIES 2018**

| <u>Principal Sum</u> | <u>Maturity Date</u> | <u>Note Rate</u> | <u>Date of Issuance</u> |
|----------------------|----------------------|------------------|-------------------------|
| \$2,805,000 | June 1, 2025 | 2.90% | June 22, 2018 |

The CITY OF APOPKA, FLORIDA (the “City”), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of ZB, N. A., a national banking association, or its assigns (the “Holder”), the Principal Sum stated above as set forth on Schedule I hereto and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Date of Issuance shown above, on June 1, and December 1 of each year, commencing on December 1, 2018, until payment of said principal sum has been made or provided for, at the Note Rate shown above calculated on the basis of a 360-day year of 12, 30-day months. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as the Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

The Note Rate may be adjusted in accordance with Section 5.02 of that certain Loan Agreement by and between the Holder and the City, dated June 22, 2018 (the “Agreement”). Such adjustments may be retroactive.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This Note shall be subject to prepayment at the option of the City, in whole or in part on any date from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date as shall be specified by the City in a written notice delivered to the Noteholder not less than thirty (30) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Holder, and finally to principal in inverse order of debt service payments and if paid in part in principal denominations of \$1,000 or integral multiples thereof.

Notice having been given as aforesaid, the principal amount shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount; and the amount of principal and interest then due and payable shall be paid to the Holder in the manner described above. If, on the prepayment date, funds for the payment of the principal amount, together with interest to the prepayment date on such principal amount shall have been given to the Holder, as above provided, then from and after the prepayment date interest on the principal amount of this Note shall cease to accrue.

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes and other applicable provisions of law and the City's Resolution No. 2018-09 duly adopted on June 20, 2018 (the "Resolution"), and is subject to all terms and conditions of the Agreement and the Resolution.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonsurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein. In the event the maturity of this Note is prepaid in accordance with the provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of that permitted by Section 215.84(3), Florida Statutes, as presently in effect and to the extent an increase is allowable by such laws; and excess interest, if any, shall be cancelled automatically as of the date of such acceleration or prepayment, or, if theretofore paid, shall be credited on the principal amount of this Note unpaid, but such crediting shall not cure or waive any default under the Agreement or the Resolution.

THIS NOTE, WHEN DELIVERED BY THE CITY PURSUANT TO THE TERMS OF THE AGREEMENT AND THE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE

AD VALOREM TAXING POWER OF THE CITY, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS NOTE OR THE INTEREST THEREON.

Upon the occurrence of an Event of Default the Holder shall also have such other remedies as described in the Agreement.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments, acceleration, and other matters.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the City Clerk of the City, either manually or with facsimile signature, and this Note to be dated the Date of Issuance set forth above.

CITY OF APOPKA, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is being delivered pursuant to the within mentioned Agreement.

CITY OF APOPKA, FLORIDA,
as Registrar

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder: _____

By: _____

SCHEDULE I

| <u>DATE</u> | <u>PRINCIPAL</u> |
|--------------------|-------------------------|
| December 1, 2018 | \$ 264,000 |
| June 1, 2019 | 264,000 |
| December 1, 2019 | 270,000 |
| June 1, 2020 | 269,000 |
| December 1, 2020 | 276,000 |
| June 1, 2021 | 277,000 |
| December 1, 2021 | 164,000 |
| June 1, 2022 | 165,000 |
| December 1, 2022 | 169,000 |
| June 1, 2023 | 169,000 |
| December 1, 2023 | 127,000 |
| June 1, 2024 | 128,000 |
| December 1, 2024 | 132,000 |
| June 1, 2025 | 131,000 |

RESOLUTION NO. 2018-09

A RESOLUTION OF THE CITY OF APOPKA, FLORIDA ACCEPTING THE PROPOSAL OF ZB, N.A. TO PURCHASE THE CITY'S \$2,805,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2018, TO FINANCE THE CITY'S COST OF ACQUIRING FIRE EQUIPMENT, POLICE VEHICLES AND A RECREATIONAL VEHICLE AND ASSOCIATED EQUIPMENT ALL FOR CITY PURPOSES; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID BANK TO SECURE THE REPAYMENT OF THE 2018 NOTE; PROVIDING FOR THE PAYMENT OF THE 2018 NOTE FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON AD VALOREM REVENUES, ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE 2018 NOTE, AND THE SECURITY THEREFORE; DESIGNATING THE 2018 NOTE AS "BANK QUALIFIED"; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH THE 2018 NOTE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Florida Constitution, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared:

(A) The City of Apopka, Florida (the "City") deems it necessary, desirable and in the best interests of the City that the City finance its costs of acquiring fire equipment, police vehicles, a recreational vehicle and associated equipment all for City purposes (the "Project"), all as more particularly described in the Loan Agreement (as defined herein).

(B) Pursuant to Section 2(b), Article VIII of the State Constitution, and Section 166.021, Florida Statutes, municipalities have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law. The issuance of the 2018 Note (hereinafter defined)

and the execution and delivery of the Loan Agreement for the purposes of financing the cost of the Project is not prohibited by law.

(C) The City staff in connection with its Financial Advisor, Hilltop Securities, Inc. ("Hilltop"), have reviewed the proposal of ZB, N.A. (the "Bank") regarding a loan as provided in the 2018 Note (the "Loan") to the City, the proceeds of which will be applied to finance costs of the Project and to pay costs of issuing the 2018 Note.

(D) The Loan will be secured by the Pledged Revenues (as defined in the Loan Agreement) all as provided in the Loan Agreement pursuant to which the City will issue its Capital Improvement Revenue Note, Series 2018 (the "2018 Note") to secure the repayment of the Loan.

(E) The City is advised by Hilltop that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the 2018 Note pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the 2018 Note at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rate and other terms for the 2018 Note and, accordingly, the City Council of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated sale of the 2018 Note to the Bank be authorized.

SECTION 3. AUTHORIZATION OF FINANCING OF PROJECT. The City hereby authorizes the financing of the Project as more particularly described in the Loan Agreement.

SECTION 4. ACCEPTANCE OF BANK PROPOSAL. Based on a recommendation from the City's selection team, the City hereby accepts the proposal of the Bank, which is attached hereto, to provide the City with the Loan.

SECTION 5. APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND 2018 NOTE AND EXECUTION OF LOAN AGREEMENT AND 2018 NOTE. The Loan and the repayment of the Loan as evidenced by the 2018 Note shall be pursuant to the terms and provisions of the Loan Agreement and the 2018 Note. The City hereby approves the Loan Agreement in substantially the form attached hereto as **Exhibit A** and the 2018 Note substantially in the form attached to the Loan Agreement and authorizes the Mayor or the Vice Mayor of the City (collectively, the "Mayor") and the City Clerk or any deputy or assistant City Clerk of the City (collectively, the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement by and between the City and the Bank substantially in the form attached hereto as **Exhibit A** (the "Loan Agreement") and the 2018 Note in substantially the form attached to the Loan Agreement, with such changes, insertions and additions as they may approve, their execution thereof being conclusive evidence of such approval.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2018 NOTE. Pursuant to the Loan Agreement, the 2018 Note will be secured by a City covenant to budget and appropriate Non-Ad Valorem Revenues (as defined in the Loan Agreement), all as more particularly described in the Loan Agreement.

SECTION 7. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates, opinions, or items are needed to effect any of the transactions referenced in this Resolution, the Loan Agreement or the 2018 Note and the security therefore, the Mayor, the City Clerk, the City Administrator, the Finance Director, the City Attorney and the City's Bond Counsel are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 8. PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as registrar and paying agent for the 2018 Note.

SECTION 9. DESIGNATION OF 2018 NOTE AS "BANK QUALIFIED". The City designates the 2018 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City does not reasonably anticipate that the City, any subordinate entities of the City, and any issuers of debt that issue "on behalf" of the City, will during the calendar year 2018 issue more than \$10,000,000 of "tax-exempt" obligations, exclusive of those obligations described in Section 265(b)(3)(C)(ii) of the Code.

SECTION 11. LIMITED OBLIGATION. The obligation of the City to repay amounts under the Loan Agreement and the 2018 Note are limited and special obligations, payable solely from the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City.

SECTION 12. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement or the 2018 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not effect any other provision of this Resolution, the Loan Agreement or the 2018 Note, but this Resolution, the Loan Agreement and the 2018 Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2018 Note shall be issued and the Loan Agreement shall be executed and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

SECTION 13. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2018.

CITY OF AOPKA, FLORIDA

[SEAL]

By _____
Bryan Nelson, Mayor

ATTEST:

By _____
Linda F. Goff
City Clerk

EXHIBIT A
LOAN AGREEMENT

(See Attached)