

Apopka Planning Commission Agenda

June 11, 2019 5:30 PM

APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER

OPENING AND INVOCATION

APPROVAL OF MINUTES

1. Approve minutes of the Planning Commission meeting held May 14, 2019.

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 Commission, you must fill out an Intent to Speak form and provide it to the Recording Secretary 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 Commission. 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 Planning Commission.

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

PUBLIC HEARING

SITE PLANS

1. Preliminary Development Plan – Avian Pointe Parcel B1
Project: Apopka Clear Lake Investments, LLC
Location: Located south of Peterson Road, east of SR 429
Project Manager: Bobby Howell
2. Preliminary Development Plan – Avian Pointe Parcel B4
Project: Apopka Clear Lake Investments, LLC
Location: Located south of Peterson Road, east of SR 429, north of Clearwater Lake
Project Manager: Bobby Howell

OLD BUSINESS

NEW BUSINESS

ADJOURNMENT

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 Planning Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the Planning Commission 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 Planning Commission Chambers or exit the Planning Commission Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON MAY 14, 2019, AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS, APOPKA, FLORIDA.

MEMBERS PRESENT: James Greene, Linda Laurendeau, William Gusler, Robert Ryan, and Butch Stanley

ABSENT: Mary Norwood, John Sprinkle, Orange County Public Schools (Non-voting)

STAFF PRESENT: Joseph Byrd – City Attorney, James Hitt, FRA-RA – Community Development Director, David Moon, AICP - Planning Manager, Bobby Howell, AICP – Senior Planner, Pamela Richmond, AICP – Senior Planner, Jean Sanchez – Planner II, Phil Martinez – Planner I, and Jeanne Green – Recording Secretary.

OTHERS PRESENT: Jerry Schubert, Jay Parker, Michael R. Cooper, Jon Walls, Scott Banta, Geoff Summit, Allen Rice, Bob Holston, Jim Frasier, and Teresa Sargeant.

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

APPROVAL OF MINUTES: Chairperson Greene asked if there were any corrections or additions to the regular meeting minutes of April 9, 2019, at 5:30 p.m.

Motion: William Gusler made a motion to approve the Planning Commission minutes from the regular meeting held on April 9, 2019, at 5:30 p.m. and seconded by Linda Laurendeau. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Robert Ryan, and Butch Stanley (5-0)

LEGISLATIVE – COMPREHENSIVE PLAN – LARGE SCALE – FUTURE LAND USE AMENDMENT – FOREMOSTCO, INC. - Chairperson Greene stated this is a request to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; and recommend acceptance of the change of Future Land Use Designation to Mixed Use Interchange and submittal to the Florida Department of Economic Opportunity, subject to the findings of the staff report for the properties owned by Foremostco, Inc., and located at 4550 Golden Gem Road.

Staff Presentation: Phil Martinez, Planner I, stated this is a request to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; and recommend acceptance of the change of Future Land Use Designation to Mixed Use Interchange and submittal to the Florida Department of Economic Opportunity, subject to the findings of the staff report for the properties owned by Foremostco, Inc., and located at 4550 Golden Gem Road. The existing use is woodlands. The current zoning is “City” Transitional. The proposed zoning is Mixed Use - Interchange Zoning District with Transition Overlay Zone (0-10 du/ac). The existing maximum allowable development is 3 dwelling units and the proposed maximum allowable development is 355 dwelling units. The tract size is 35.56 +/- acres.

The applicant requests a future land use designation of “City” Mixed Use Interchange for one parcel south of W. Kelly Park Road and East of Round Lake Road. The subject parcel was annexed into the City on April 3, 2019 and has not had a “city” future land use designation or zoning designation assigned to it.

The parcel is located in the Wekiva Parkway Interchange Vision Plan Area, as depicted in the Future Land Use Element of the City's Comprehensive Plan, and the Kelly Park Interchange Form-Based Code

Policy 20.9, Future Land Use Element of the Comprehensive Plan, requires that a Mixed Use-Interchange future a 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 are 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.

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.

Kelly Park Interchange Form-Based Code.

1. Page 1 – “Therefore, if a site, or any portion of a site, is within the 1-mile radius [of the Kelly Park Interchange], the entire site is included within the vision plan and is subject to the standards.” And Page 2, “Where a property straddles the line, the subject property owner may select to bring the portion outside the property into the Form-Base Code area.”

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 Transition Overlay District. A copy of the Wekiva Parkway Interchange Vision Plan is provided with the support material.

An executed capacity enhancement agreement with Orange County Public Schools will be required prior to rezoning hearings, as density occurring on a property located within the Wekiva Parkway Interchange Vision Plan Area (aka Kelly Park Interchange Area) is not determined until the zoning and master plan, per Policy 20.12 of the Future Land Use Element, Comprehensive Plan.

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 4, 2019. 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.

The Development Review Committee recommends approval to transmit a change in Future Land Use to Mixed Use Interchange for the property owned by Foremostco Inc., subject to the information and findings in the staff report.

Staff recommended the Planning Commission to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; and recommend acceptance of the change of Future Land Use Designation to Mixed Use Interchange and submittal to the Florida Department of Economic Opportunity, subject to the findings of the staff report for the property owned by Foremostco, Inc., and located at 4550 Golden Gem Road.

Geoff Summit, G L Summit Engineering, Inc., 3667 Simonton Place, Lake Mary, stated he represented the owners, supported the staff report, and was available to answer any questions.

Chairperson Greene opened the meeting for public hearing.

Jay Parker, 4505 Sadler Road, stated his property is adjacent to the subject property on the southwest side. He has a horse farm and expressed concerns regarding stormwater runoff coming onto his property, the potential noise impacts, and fertilizer contaminating the areas his horses graze.

Allen Rice, 4886 Golden Gem Road, stated his property is adjacent to the subject property on the northwest side. He runs a nursery and expressed his concerns of how development on the subject property would impact his property.

Chairperson Greene stated that this request for a change in the future land use. The issues Mr. Parker and Mr. Rice were concerned about should be expressed at the next stage which would be the change of zoning and then during the development plan process.

David Moon, AICP, Planning Manager, stated that the subject property falls within the one mile radius of the Wekiva Parkway Interchange Area and is based on the Wekiva Parkway Form Based Code. Once the future land use is adopted, the property will then need to be rezoned. As a requirement of the Wekiva Parkway Interchange Plan, a Zoning Master Plan will be required and then, if approved, the last step is a development plan that must comply with the Master Plan. The rezoning and master plan hearings will be advertised in The Apopka Chief and all property owners within 300 feet of the subject property, including Mr. Parker and Mr. Rice, will receive notices in the mail of the public hearing schedule.

Chairperson Greene added that the Planning Commission will make a recommendation to the City Council for the future land use amendment. If City Council accepts the first reading of the ordinance, the request is transmitted to the Florida Department of Economic Opportunity (FDEO) for review and approval. If the State approves the request, the ordinance is then taken back to City Council for adoption.

Mr. Gusler stated that there are many steps to process from changing the future land use, to zoning, and the development plan process. He added that the City Code requires that stormwater retention must be engineered into a development plan to keep stormwater on that project site so that it does not runoff onto adjacent properties.

Mr. Moon said the future land use would be presented to the City Council on Wednesday, June 5, 2019, at 1:30 p.m. for authorization to transmit the request to the FDEO.

In response to a question by Mr. Parker, Chairperson Greene stated that if he was unable to attend he could have a representative appear and speak on his behalf.

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

Motion: Linda Laurendeau made a motion to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; and recommend acceptance of the change of Future Land Use Designation to Mixed Use Interchange and submittal to the Florida Department of Economic Opportunity, subject to the findings of the staff report for the property owned by Foremostco, Inc., and located at 4550 Golden Gem Road. Motion seconded by Robert Ryan. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Robert Ryan, and Butch Stanley (5-0). (Vote taken by poll.)

LEGISLATIVE – COMPREHENSIVE PLAN – LARGE SCALE – FUTURE LAND USE AMENDMENT – DENNIS R. KLEPZIG & JOANN M. KLEPZIG, CO-TRUSTEES KLEPZIG FAMILY TRUST - Chairperson Greene stated this is a request to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; and recommend acceptance of the change of Future Land Use Designation to Mixed Use Interchange and submittal to the Florida Department of Economic Opportunity subject to the information and findings in the staff report for the properties owned by Dennis R. Klepzig & Joann M. Klepzig, Co-Trustees Klepzig Family Trust, and located east of SR 429 and south of West Kelly Park Road.

Staff Presentation: Mr. Martinez stated this is a request to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; and recommend acceptance of the change of Future Land Use Designation to Mixed

Use Interchange and submittal to the Florida Department of Economic Opportunity subject to the information and findings in the staff report for the properties owned by Dennis R. Klepzig & Joann M. Klepzig, Co-Trustees Klepzig Family Trust, and located east of SR 429 and south of West Kelly Park Road. The existing use is grazing and a single family home. The current zoning is “City” Transitional and the proposed zoning is Mixed Use Interchange Zoning District with Neighborhood Overlay Zone (0-5 du/ac). The existing maximum allowable development is 3 dwelling units and the proposed maximum allowable development is 154 dwelling units. The tract size is 30.81 +/- acres.

The applicant requests a future land use designation of “City” Mixed Use Interchange for three parcels east of S.R. 429. The subject parcels were annexed into the City on April 3, 2019 and has not had a “city” future land use designation or zoning designation assigned to it.

The parcels are located in the Wekiva Parkway Interchange Vision Plan Area, as depicted in the Future Land Use Element of the City’s Comprehensive Plan, and the Kelly Park Interchange Form-Based Code

Policy 20.9, Future Land Use Element of the Comprehensive Plan, requires that a Mixed Use-Interchange future a 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 are 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.

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.

Kelly Park Interchange Form-Based Code.

1. Page 1 – “Therefore, if a site, or any portion of a site, is within the 1-mile radius [of the Kelly Park Interchange], the entire site is included within the vision plan and is subject to the standards.” And Page 2, “Where a property straddles the line, the subject property owner may select to bring the portion outside the property into the Form-Base Code area.”

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.

An executed capacity enhancement agreement with Orange County Public Schools will be required prior to rezoning hearings, as density occurring on a property located within the Wekiva Parkway Interchange Vision Plan Area (aka Kelly Park Interchange Area) is not determined until the zoning and master plan, per Policy 20.12 of the Future Land Use Element, Comprehensive Plan.

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 4, 2019. 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.

The Development Review Committee recommends approval to transmit a change in Future Land Use to Mixed Use Interchange for the property owned by Dennis R. Klepzig and Joann M. Klepzig, Co-Trustees Klepzig Family Trust, subject to the information and findings in the staff report.

Staff recommended the Planning Commission find the Future Land Use Designation consistent with the Comprehensive Plan and recommend a change in Future Land Use Designation to Mixed Use Interchange for the properties owned by Dennis R. Klepzig and Joann M. Klepzig, Co-Trustees

Klepzig Family Trust, subject to the information and findings in the staff report.

Jon Walls, NAI Realvest, 1800 Pembroke Drive, Orlando, stated he represented the owners, supported the staff report, and was available to answer any questions.

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

Motion: William Gusler made a motion to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; and recommend acceptance of the change of Future Land Use Designation to Mixed Use Interchange and submittal to the Florida Department of Economic Opportunity, subject to the findings of the staff report for the property owned by Dennis R. Klepzig & Joann M. Klepzig, Co-Trustees Klepzig Family Trust, and located east of SR 429 and south of West Kelly Park Road. Motion seconded by Butch Stanley. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Robert Ryan, and Butch Stanley (5-0). (Vote taken by poll.)

QUASI-JUDICIAL – TRANSPORTATION MASTER PLAN – WEST APOPKA GATEWAY AREA – Chairperson Greene stated this is a request to recommend approval of the West Apopka Gateway Area Transportation Master Plan and to direct the Community Development Director to process an update of the Transportation Element of the Comprehensive Plan.

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

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item.

Staff Presentation: Pamela Richmond, AICP, Senior Planner, stated this is a request to recommend approval of the West Apopka Gateway Area Transportation Master Plan and to direct the Community Development Director to process an update of the Transportation Element of the Comprehensive Plan.

The City of Apopka is actively pursuing quality development to locate in its western gateway, defined as the area framed by S.R. 429 on the east, S.R. 429 Connector Road on the south, Hermit Smith Road on the west, and Yothers Road on the north. Key to successful development will be implementation of a Transportation Master Plan roadway network for this area. This plan presented for Planning Commission recommendation includes a well-designed internal roadway network that connects to the roadways that frame the area.

Vital to the Transportation Master Plan roadway network is the ability to connect S.R. 429 Connector Road to Fudge Road. This connection needs to be located around the mid-point between U.S. 441 and S.R. 429 Connector Road western signal to meet spacing requirements for safe operation. Equally important is constructing Southfork Drive to City standards and making it a public road.

The Apopka City Council at its meeting on March 20, 2019, adopted Resolution No. 2019-08 supporting collaboration with the public and private sectors to acquire right-of-way necessary for new a roadway network in the City's western gateway area. This was the first step to ensuring a well thought out area roadway network comes to fruition, preventing a piecemeal roadway network that

serves individual parcels as they come forward for development. The next step is adopting the West Apopka Gateway Area Transportation Master Plan, which will guide the City as it plans for development in this area.

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.

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

Motion: Butch Stanley made a motion to recommend approval of the West Apopka Gateway Area Transportation Master Plan and to direct the Community Development Director to process an update of the Transportation Element of the Comprehensive Plan. Motion seconded by William Gusler. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Robert Ryan, and Butch Stanley (5-0). (Vote taken by poll.)

QUASI-JUDICIAL – PRELIMINARY DEVELOPMENT PLAN – COUNTRY CROSSING ESTATES – Chairperson Greene stated this is a request to find the Preliminary Development Plan consistent with the Land Development Code and Ordinance No. 2364, and recommend approval of the Country Crossing Estates Preliminary Development Plan for the property owned by Holston Properties and Development LLC and located at 2580 Vick Road.

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

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item.

Staff Presentation: Bobby Howell, AICP, Senior Planner, stated this is a request to find the Preliminary Development Plan consistent with the Land Development Code and Country Crossing PUD Master Plan adopted through Ordinance No. 2364, and recommend approval of the Country Crossing Estates Preliminary Development Plan for the property owned by Holston Properties and Development LLC and located at 2580 Vick Road. The existing use is vacant land and the proposed use is a 22 unit residential subdivision. The future land use designation is Low Density Suburban Residential (0-3.5 du/ac) and the current zoning is PUD (Planned Unit Development). The applicable codes are the 1993 Land Development Code and the Country Crossing PUD Master Plan, Ordinance No. 2364, adopted June 4, 2014. The tract size is 7.45 +/- acres.

The applicant has submitted a Preliminary Development Plan (PDP) for consideration which details the development of 22 single-family units on 7.45 acres. The subject property is located north of W. Lester Road and west of Vick Road, specifically at 2580 Vick Road, and is accessed via Mt. Logan Drive through the Spring Ridge subdivision. Development is subject to the standards and conditions set forth in PUD Ordinance No. 2364 which was adopted on June 4, 2014, and requires the following:

- The R-1AA zoning standards will apply to the subject property per the applicable PUD Ordinance.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON MAY 14, 2019, AT 5:30 P.M.

- Any lot abutting an existing platted lot that has a width of 85-feet or greater, shall have a minimum lot width standard of 85-feet and a minimum lot area standard of 10,200 square feet.
- Any lot abutting an existing platted lot with a width less than 85-feet, and for all interior lots within the PUD, the minimum lot width standard is 75-feet and the minimum lot standard is 8,250 square feet. Interior lots are those which do not abut the western or northern boundaries of the PUD.
- Any portion of a proposed lot that has 50-percent or more of its rear lots line abutting an existing platted lot with a width of 85-feet or greater, the minimum lot width shall be no less than 85-feet.
- The minimum livable area for a house shall be 1,700 square feet.
- A compact park area not less than 8,250 square feet shall be included with the master site plan.
- The minimum setbacks applicable to this project are:

Setback	Minimum Standard
Front	25'
Side	10'
Rear	20'
Corner	25'

Consistent with the requirements of Ordinance No. 2364, lots 4-11 are a minimum of 85-feet in width and abut lots within Oak Hill Reserve that are in excess of 85-feet in width. A minimum lot width of 75-feet is provided in the remaining portions of the subdivision. All other design elements are consistent with the R-1AA zoning district standards as detailed in the 1993 Land Development Code.

The only point of vehicular access into the proposed subdivision is via Mt. Logan Drive, which is located within the Spring Ridge subdivision. There are no other access points to the subject property, and access to the property is dependent upon connection to Mt. Logan Drive. The PDP proposes the extension of Mt. Logan Drive into the subdivision and having it end in a cul-de-sac adjacent to lots 11 and 12. A second road extending eastward is proposed and measures approximately 250-feet in length and will terminate in a cul-de-sac adjacent to lots 19 and 20. A 5-foot wide sidewalk will be constructed on both sides of each street.

Stormwater is proposed to be discharged into Tract D-1 which is located to the east of the subject property. This tract is owned by the property owner, and developer of, Country Crossing Estates. This tract will be donated to the Spring Ridge Phase 1 and 2 homeowners association.

As is consistent with the requirements of Ordinance No. 2364, an 8,250 square foot park tract labeled on the PDP as Tract P-1 is provided. The park tract will consist of passive and active recreation amenities. This tract will be owned and maintained by the homeowners association. Recreational facilities and equipment will be proposed with the Final Development Plan. The long narrow portion of the property extending eastward from the northeast corner of the subject property will be placed in a tract that is owned and maintained by the homeowners association.

The site is heavily wooded, with Oak trees constituting the majority of vegetation on site. A tree mitigation payment to the Arbor fund will be calculated at the time of Final Development Plan review. All specimen trees are required to be replaced on site at a 1:1 ratio. Street trees will be provided that are spaced 50-feet on center. The landscape plan proposes the planting of 69 Live Oaks, 16 Magnolias, 14 Red Maples, and 16 Sycamore trees. The property is surrounded on all sides by residential uses. The Land Development Code does not require a buffer when a residential development abuts another residential development.

A transportation impact analysis (TIA) was conducted for this project to assess its impacts on the surrounding roadway segments and intersections within a one-mile radius of the project per the City's adopted TIA methodology. Included in the analysis was Lester Road from Vick Road to Schopke Lester Road and the intersection of Lester Road and Spring Ridge Boulevard. A left turn lane warrant study for Lester Road at its intersection with Spring Ridge Boulevard was also conducted.

The project will generate 280 daily trips and 26 P.M. Peak Hour trips. The addition of these project trips to the study roadways will not cause the Level of Service (LOS) to fall below the City's adopted LOS. The analysis demonstrates sufficient capacity exists on the study roadways segments and study intersections to accommodate the addition of trips generated by this project. All study roadway segments and intersections will continue to operate at or above the City's adopted Level of Service. LOS.

The left turn warrant analysis conducted for Lester Road to Spring Ridge Boulevard demonstrates that a deceleration and turn lane is not needed to accommodate the project trips.

The applicant has obtained a preliminary Concurrency determination of denial from OCPS. A Concurrency Management Agreement (CMA) will be required to be approved by OCPS and the City Council prior to the Final Development Plan and Plat being scheduled for public hearings. The subject property served by the following schools: Wolf Lake Elementary, Wolf Lake Middle, Apopka High.

Orange County was notified at the time of the subdivision plan submittal for this property through the DRC agenda distribution.

The Development Review Committee recommends approval of the Country Crossings Estates Preliminary Development Plan.

Staff recommended the Planning Commission find the Preliminary Development Plan consistent with the Land Development Code and the Country Crossing PUD Master Plan Ordinance No. 2364, and recommend approval of the Country Crossing Estates Preliminary Development Plan.

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

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

In response to questions by Mr. Ryan, Mr. Howell stated that a Concurrency Management Agreement (CMA) will be required to be approved by OCPS and the City Council prior to the Final Development

Plan and Plat being scheduled for public hearings. This is an agreement between the developer and OCPS to payment to mitigate impacts to school concurrency.

In response to questions by Mr. Ryan, Mr. Moon stated the CMA mitigation payments to OCPS go into the construction fund to be used to create additional capacity by building new schools. While the project might be in Apopka, the funds provided to OCPS by the developer can be used for any area within Orange County. He said that in the OCPS 10-Year Capital Improvement plan there is an elementary school slated to be built in 2026 in Avian Pointe.

Joseph Byrd, City Attorney, stated that the capital improvement plan is reviewed annually and the Apopka area is getting a closer look due to the increased development.

In response to a question by Ms. Laurendeau, Mr. Howell stated that the one access point will be on Mount Logan Drive in the Spring Ridge subdivision.

Bob Holston, Holston Properties & Development, 7575 Dr. Phillips Boulevard, #245 Orlando, stated he represented the owners, supported the staff report, and was available to answer any questions. He added that Jim Fraiser, Central Florida Engineering, Inc., 3586 Aloma Avenue, #14, Winter Park, was also available to answer any questions.

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

Motion: Butch Stanley made a motion to find the Preliminary Development Plan consistent with the 1993 Land Development Code and Country Crossing PUD Master Plan (Ordinance No. 2364); and recommend approval of the Country Crossing Estates Preliminary Development Plan for the property owned by Holston Properties and Development LLC and located at 2580 Vick Road. Motion seconded by William Gusler. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Robert Ryan, and Butch Stanley (5-0). (Vote taken by poll.)

Mr. Byrd stated that he would e-mail the Commission members a sample copy of an Orange County Public Schools Concurrency Mitigation Agreement so they have a better understanding of how those agreements are used.

QUASI-JUDICIAL – FINAL DEVELOPMENT PLAN – SPEGAL PROPERTIES (LAKE GEM LOTS 4 & 5) – Chairperson Greene stated this is a request to find the Spegal Properties Final Development Plan consistent with the Comprehensive Plan and 1993 Land Development Code; and recommend approval of the Spegal Properties Final Development Plan, subject to the Conditions of Approval and findings of this staff report, for the property owned by Property Industrial Enterprises, LLC, c/o Michael Cooper, and located at 551 and 504 Gem Commerce Court.

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

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. Mr. Ryan stated that he spoke with staff regarding this project.

Staff Presentation: Jean Sanchez, Planner II, stated this is a request to find the Spegal Properties Final Development Plan consistent with the Comprehensive Plan and 1993 Land Development Code; and recommend approval of the Spegal Properties Final Development Plan, subject to the Conditions of Approval and findings of this staff report, for the property owned by Property Industrial Enterprises, LLC, c/o Michael Cooper, and located at 551 and 504 Gem Commerce Court. The future land use is Industrial and the zoning is PUD (Planned Unit Development)/I-1. The existing use is vacant land and the proposed use is Industrial for Lots 4 & 5 of the Lake Gem Commerce Center. The proposed building size is 18,000 square feet (SF) total; 15,000 SF Warehouse & 3,000 SF Office. The proposed floor area ratio is 0.18 while the maximum allowed is 0.60. The tract size is 2.29 +/- acre(s); 99,609 square feet. The applicable code is the 1993 Land Development Code.

The Spegal Properties (Lake Gem Lots 4 and 5) Final Development Plan is a Site Plan proposing an 18,000 square foot, one-story building comprising 15,000 square feet for warehouse use and 3,000 square feet of office use. Located within the PUD/I-1 zoning district, the two lots contain a total of 2.29 acres. Lake Gem Commerce Center complies with the development standards for I-1 zoning district but allows for a building height of up 50-feet subject to all other standards within PUD Ordinance No. 2447.

The minimum setbacks applicable to this project are:

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

*30-foot setback from residential uses or zoning districts.

Ingress/egress access points for the development will be via the spine road, Gem Commerce Court and Marshall Lake Road. The Land Development Code requires 42 parking spaces, while the Site Plan provides 76 spaces, including two ADA-compliant spaces.

A transportation impact analysis (TIA) was conducted for the Lake Gem Industrial Park to assess the impacts of the total project on the surrounding roadway segments and intersections within a one-mile radius of the project per the City's adopted TIA methodology. Marshall Lake Building Lot 10 is one of twelve lots located in the 90,000 square foot Lake Gem Industrial Park project, representing about 8% of the total project. Included in the analysis were segments of Bradshaw Road, Marshall Lake Road, and West 1st Street. The intersection of Bradshaw Road and Lake Marshall Road along with the site entrance were also analyzed.

The Lake Gem Industrial Park project will generate 627 daily trips and 87 P.M. Peak Hour trips. The addition of the project trips for the entire Lake Gem Industrial Park to the study roadways will not cause the Level of Service (LOS) to fall below the City's adopted LOS. The intersection of Bradshaw Road and Marshall Lake Road and the site entrance will operate at acceptable Levels of Service with the addition of project generated traffic.

The stormwater management system includes an on-site retention area on the western portion of the Lake Gem Commerce Park. The stormwater pond design has been previously reviewed under the Lake Gem Commerce Park and meets the City's Land Development Code requirements.

The applicant proposes the preservation of eight large Live Oaks and plant four additional Live Oaks within the 25-foot wide southern and western buffers. Magnolia Trees will embellish the entrances on Lake Marshall Road and Gem Commerce Court. Sabal Palms will be planted along the northern and eastern boundaries. A Japanese Blueberry tree is provided within the parking landscape island, which is a minimum of 8-feet in width and matches the length of the adjacent parking spaces.

The Final Development shall be revised by the application to address the below listed comments from the Development Review Committee. Prior to placement on a City Council agenda, DRC must confirm that these conditions have been addressed to the DRC's satisfaction.

1. All roadways, water line infrastructure, and fire hydrants shall be in place before building construction begins. [Note to be added to plans.]
2. Building Safety and Architecture –
 - a. Building construction and design shall follow the Florida Fire Prevention Code 6th Edition. [Add notes to plan.]
 - b. Building will be required to have an automatic Fire Sprinkler System. [Add note to plan.]
 - c. Building shall have an automatic Fire Alarm System installed and operational prior to certificate of occupancy. [Add note to plan.]
 - d. A remote Fire Distribution Center is required for Fire Sprinkler system [Add note to plan.]
3. A fire lane shall be placed at the Fire Distribution Center location. [Plan must illustrate location of fire lane and FDC.]
4. An internal traffic circulation plan must be illustrated on a separate sheet to demonstrate that large shipping trucks and fire trucks can safely maneuver within travel driveway lanes as well as access at entry driveways. Also, demonstrate on plan sheet how traffic at the northwest corner where "Do Not Enter" appears will be prohibited from backing a southbound turn. [Applicant to modify plans to address these concerns.]
5. A "Unity of Title" document was be executed and recorded for Lots 4 and 5 prior to commencing site construction. [Add note to plan.]
6. Site Data Table or Notes shall describe the proposed use of the building and estimated number of employees.
7. Utility Plan and Site Plan to be shown on separate plan sheets.
8. Details on waterline and reclaimed line connections must be illustration within the Utility Plan sheet.
9. Site Plan must show that curb and gutter are provided along Marshall Lake Road.

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

The Development Review Committee recommends approval of the Spegal Properties Final Development Plan subject to the findings of this staff report.

Staff recommended the Planning Commission find the Spegal Properties Final Development Plan consistent with the Comprehensive Plan and 1993 Land Development Code, and recommend approval of the Spegal Properties Final Development Plan, subject to the Conditions of Approval and findings of this staff report.

The role of the Planning Commission is to advise the City Council to approve, deny, or approve with conditions based on consistency with the Comprehensive Plan and 1993 Land Development Code. This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

Mr. Ryan stated that the site plan provided was crude and illegible.

Mr. Moon stated the Development Review Committee also had a difficult time reading the plan and compiled a list of fifteen conditions of approval that must be revised prior to the plan being presented to the City Council.

In response to questions by Mr. Gusler, Mr. Moon acknowledged that the Planning Commission had the option to continue this request to their next meeting and require the applicant to provide a legible set of plans. If the applicant addresses the conditions prior to the City Council meeting, DRC's concerns will be satisfied and the plan will be presented to the City Council.

Mr. Cooper responded that this is how he has submitted all his previous final development plans; however from now on they will be done in CAD. He stated that he has put up thirty buildings in the City. All of the information needed for construction are on the plans that have been submitted to the Planning Commission.

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

Motion: Linda Laurendeau made a motion to find the Spegal Properties Final Development Plan consistent with the Comprehensive Plan and 1993 Land Development Code; and recommend approval of the Spegal Properties Final Development Plan, subject to the Conditions of Approval and findings of this staff report, for the property owned by Property Industrial Enterprises, LLC, c/o Michael Cooper, and located at 551 and 504 Gem Commerce Court. Motion seconded by William Gusler. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Robert Ryan, and Butch Stanley (5-0). (Vote taken by poll.)

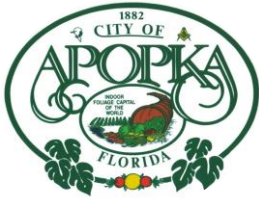
OLD BUSINESS: None.

NEW BUSINESS: None.

ADJOURNMENT: The meeting was adjourned at 6:19 p.m.

James Greene, Chairperson

James K. Hitt, FRA-RA
Community Development Director



CITY OF APOPKA PLANNING COMMISSION

☐ PUBLIC HEARING	MEETING OF:	June 11, 2019
☒ SITE PLAN	FROM:	Community Development
☐ SPECIAL REPORTS	EXHIBITS:	Vicinity Map
☒ OTHER: Preliminary Development Plan		Preliminary Dev. Plan
		Development Agreement
		PD Master Plan

SUBJECT: AVIAN POINTE PARCEL B1 – PRELIMINARY DEVELOPMENT PLAN

REQUEST: RECOMMEND APPROVAL OF THE AVIAN POINTE PARCEL B1
PRELIMINARY DEVELOPMENT PLAN

SUMMARY:

OWNER:	Apopka Clear Lake Investments, LLC
APPLICANT:	NV5, Inc., c/o Jason P. Mahoney, P.E.
LOCATION:	Parcel B1, Avian Pointe PUD - located south of Peterson Road and east of SR 429
PARCEL ID NUMBER:	07-21-28-0000-00-002
EXISTING USE:	Vacant
FLUM DESIGNATION:	Residential Medium Density
CURRENT ZONING:	PD (Planned Development)
PROPOSED DEVELOPMENT:	118 townhomes
TRACT SIZE:	14.495 +/- acres
APPLICABLE LDC:	1993 Land Development Code Avian Pointe Planned Unit Development Master Plan (Ord. No. 2671)

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	Mixed Use (0-15 du/ac)	MU-ES-GT (Mixed-Use East Shore Gateway)	Vacant
East	Low Density Residential (0-5 du/ac)	PD (Planned Development)	Parcel A – Avian Pointe PD (approved for 56 single-family units)
South	Residential Medium Density (0-10 du/ac)	PD (Planned Development)	Grand Avian Parkway
West	Residential Medium Density (0-10 du/ac)	PD (Planned Development)	Parcel B2 – Avian Pointe PD (future apartment site)

Project Use: The applicant has submitted a Preliminary Development Plan detailing the development of 118 townhome units on 14.495 acres. The subject property is located on Parcel B1 within the Avian Pointe PD, which is located south of Peterson Road and west of SR 429. The Avian Pointe PD allows for the development of 758 residential units consisting of single-family, townhomes, and apartment units. Additional uses within the PD includes a shared use recreation area, and a flex use parcel consisting of either a school or daycare facility, senior housing facility, or a 100 room boutique hotel. Consistent with the approved PD Master Plan, two story townhomes in six and eight unit buildings with a minimum living area of 1,300 square feet, and one car garages are provided in the Parcel B1 development.

Access: Two ingress/egress access points for the development are located along Grand Avian Parkway that will lead into the development. Grand Avian Parkway is the spine road that is detailed within the Avian Pointe PUD that connects Lust Road to Peterson Road and will allow road access to all proposed developments within the PD. The internal roadway network of the proposed subdivision is comprised of private rights-of-way that consist of 32-foot and 38-foot wide alleys, and 54-foot and 72-foot wide streets. All proposed alleys and streets are located in tracts that are owned and maintained by a homeowners association. On-street parking is proposed on the 54-foot and 72-foot wide streets. All townhome units are proposed as rear loaded, with garages located in the rear of the units. The townhome units located on lots 1-78 will have frontage on a mews, which is an internal common area that is owned and maintained by the homeowners association, and will be accessed via Harrier Court, Anhingus Court, and Aythya Way. Lots 79-94 will have frontage on Gallinule Drive, and will be accessed via Harrier Court. Lots 95-118 will have frontage on Grand Avian Parkway, and will be accessed via Harrier Court. On street parking will be provided on Gallinule Drive and Harrier Court. Vehicular and pedestrian connections are provided to the remainder of the PD via Grand Avian Parkway.

Stormwater: One tract for stormwater retention is located in the southwestern corner of the development north of the clubhouse and pool. It is located in a tract that is owned and maintained by the homeowners association.

Recreation: Consistent with the approved PD Master Plan, a community park and recreation area will be provided on Parcel B4 that will be owned and maintained by the master Avian Pointe homeowners association. Included within the recreation facility is a tot lot, restrooms, basketball courts, multi-purpose

sports field, and parking area. This facility is accessible to all residents within the PD and will be accessed via Grand Avian Parkway. A pool and clubhouse is proposed to be constructed on Parcel B1. These amenities will be located in a tract that is owned and maintained by the homeowners association. As detailed in the PD, residents of Parcel B1 will have joint access to the pool/clubhouse with the residents of Parcel A, the single-family detached subdivision, and Parcel B3, and additional townhome subdivision that is proposed.

Buffer/Tree Program: Consistent with the approved PD Master Plan a 25-foot wide landscape buffer/open space tract is provided along the northern side of the development to help buffer the proposed subdivision from the adjacent property to the north. Street trees will be provided along the internal roadways within the development.

Development Agreement

The below conditions set forth in the Avian Ponte Development Agreement and Transportation Agreement are applicable to this phase of the Avian Pointe PD Master Plan.

1. (Paragraph 3, D.A.) The Avian Pointe Master Association must be established prior to the issuance of the first building permit.
2. (Paragraph 7, D.A.) The Community Park, Phase 4-B, of the PD, is not required to be completed until the issuance of the 220th residential building permit, or one year after the construction of the elementary school.
3. (Paragraph 8, D.A.) Clubhouse and pool within Phase B-1 must be completed prior to the issuance of the 125th building permit for the single family or townhome phases.
4. (Paragraph 11, D.A.). Developer shall submit a document for review by City staff demonstrating common design themes for utility and equipment located within common areas or private and public roadways, entrance features, including but not limited to decorative street light poles, street name theme, and park benches\ furniture. Entrance features and landscape plans for the roundabout shall also be submitted for review by City staff.
5. (Paragraph 12, D.A) Prior to issuance of the first residential building permit, Developer must submit a performance bond for the clubhouse\pool and the common park area improvements, and for the spine road and internal roads.

SCHOOL CAPACITY REPORT: A Capacity Enhancement Agreement was obtained from OCPS at the time of the rezoning application. School Concurrency must be satisfied prior to City Council approval of the Final Development Plan.

ORANGE COUNTY NOTIFICATION: The County was notified at the time of the subdivision plan for this property through the DRC agenda distribution.

PUBLIC HEARING SCHEDULE:

June 11, 2019 - Planning Commission, 5:30 pm
July 3, 2019 - City Council, 1:30 pm

RECOMMENDATION ACTION:

The **Development Review Committee** finds the Preliminary Development Plan consistent with the Avian Pointe PD Master Plan and recommends approval of the Avian Pointe Parcel B1 Preliminary Development Plan.

Recommended Motion: Find the Preliminary Development Plan consistent with the Avian Pointe PD Master Plan and the Land Development Code, and recommend approval of the Avian Pointe Parcel B1 Preliminary Development Plan.

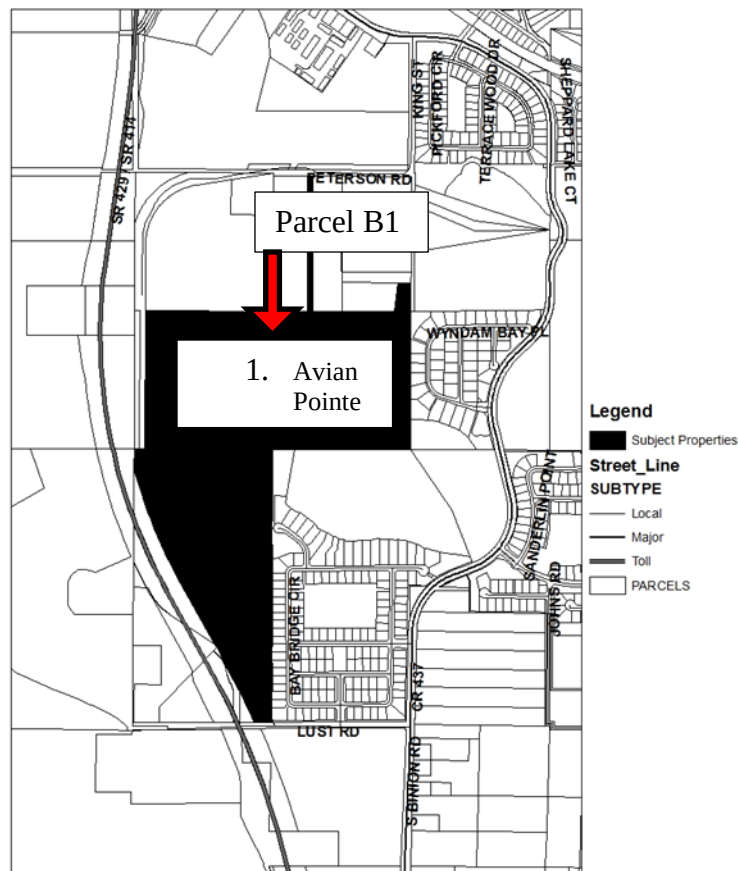
Planning Commission Role: The role of the Planning Commission for this development application is to advise the City Council to approve or deny based on consistency with the Comprehensive Plan and Land Development Code and PUD Master Plan.

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.

Project: AVIAN POINTE
Owned by: Apopka Clear Lake Investments, LLC
Located: South of Peterson Road and east of SR 429 and north of Clearwater Lake
Parcel ID#: 07-21-28-0000-00-002



VICINITY MAP

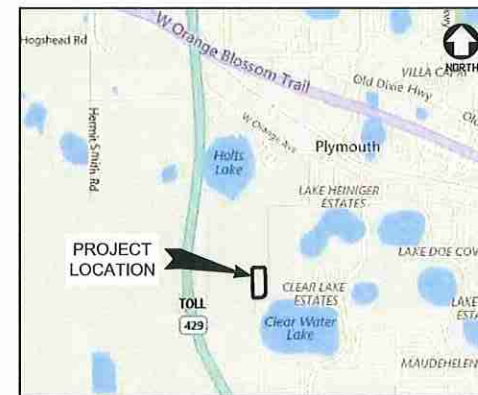


AT

OWNER / APPLICANT
APOPKA CLEAR LAKE INVESTMENTS, LLC
511 WEST BAY STREET, SUITE 350
TAMPA, FLORIDA 33606
MGR, FRANK BOMBEECK
813-321-1984

PLANS

NO.	DESCRIPTION
C01.0	COVER SHEET
C02.0	SWPPP PHASE 1 PLAN
C03.0	SWPPP PHASE 2 PLAN
C04.0	SWPPP DETAILS & NOTES
C05.0	MASTER SITE PLAN
C06.0	SITE PLAN - NORTH
C06.1	SITE PLAN - SOUTH
C07.0	PARCEL PLAN
C08.0	FIRE TRUCK ACCESS PLAN
C09.0	GRADING PLAN - NORTH
C09.1	GRADING PLAN - SOUTH
C10.0	MASTER UTILITY PLAN
C11.0	UTILITY PLAN - NORTH
C11.1	UTILITY PLAN - SOUTH
C12.0	WATER DETAILS
C13.0	SANITARY SEWER DETAILS
C14.0	GENERAL DETAIL SHEET 1
C15.0	GENERAL DETAIL SHEET 2
S01.0	BOUNDARY AND TOPOGRAPHIC SURVEY
L01.0	LANDSCAPE PLAN
L02.0	LANDSCAPE PLAN
I01.0	IRRIGATION PLAN
I02.0	IRRIGATION PLAN



VICINITY MAP
NTS



AERIAL PHOTO

FOR SITE UTILITY AND
SITE GRADING NOTES
SHEET C04.0

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, BEING ALSO THE POINT OF BEGINNING; THENCE, $89^{\circ} 44' 02''$ E FOR A DISTANCE OF 295.58 FEET TO A POINT ON A LINE; THENCE, $5^{\circ} 50' 30''$ W FOR A DISTANCE OF 68.94 FEET TO A POINT ON A LINE; THENCE, $5^{\circ} 00' 32''$ E FOR A DISTANCE OF 84.88 FEET TO A POINT ON A LINE; THENCE, $74^{\circ} 10' 00''$ W FOR A DISTANCE OF 14.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $72^{\circ} 38' 15''$, HAVING A RADIUS OF 46.00 FEET, AND WHOSE LONG CHORD BEARS $5^{\circ} 30' 00''$ W FOR A DISTANCE OF 54.48 FEET; THENCE, $5^{\circ} 00' 38''$ W FOR A DISTANCE OF 10.63 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $82^{\circ} 03' 00''$, HAVING A RADIUS OF 307.00 FEET, AND WHOSE LONG CHORD BEARS $31^{\circ} 21' 40''$ W FOR A DISTANCE OF 403.23 FEET; THENCE, $8^{\circ} 22' 42''$ E FOR A DISTANCE OF 186.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $49^{\circ} 39' 11''$, HAVING A RADIUS OF 54.00 FEET, AND WHOSE LONG CHORD BEARS $N 65^{\circ} 02' 55''$ W FOR A DISTANCE OF 24.94 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, $N 52^{\circ} 05' 02''$ W FOR A DISTANCE OF 3.50 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $72^{\circ} 38' 15''$, HAVING A RADIUS OF 46.00 FEET, AND WHOSE LONG CHORD BEARS $N 36^{\circ} 13' 54''$ W FOR A DISTANCE OF 29.78 FEET; THENCE, $N 18^{\circ} 21' 18''$ W FOR A DISTANCE OF 14.13 FEET TO A POINT ON A LINE; THENCE, $8^{\circ} 22' 01' 00''$ W FOR A DISTANCE OF 75.31 FEET TO A POINT ON A LINE; THENCE, $N 18^{\circ} 00' 38''$ E FOR A DISTANCE OF 880.99 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF $90^{\circ} 00' 00''$, HAVING A RADIUS OF 15.00 FEET, AND WHOSE LONG CHORD BEARS $N 18^{\circ} 00' 38''$ E FOR A DISTANCE OF 12.11 FEET TO A POINT ON A LINE; THENCE, $N 18^{\circ} 00' 38''$ E FOR A DISTANCE OF 3.00 FEET TO A POINT ON A LINE; THENCE, $N 00^{\circ} 18' 38''$ E FOR A DISTANCE OF 109.51 FEET TO A POINT ON A LINE; THENCE, $S 89^{\circ} 44' 02''$ E A DISTANCE OF 285.52 FEET TO THE POINT OF BEGINNING.

TOGETHER AND MORE FULLY DESCRIBED BY A PLAT OF 14.495 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND CONVEYANCES OF RECORD.

CIVIL ENGINEER:
NV5, INC.
201 SOUTH BUMBY AVENUE
ORLANDO, FLORIDA 32803
FRANK A. PORTER, P.E.
407-896-3317

SURVEYOR
ALLEN & COMPANY
16 EAST PLANT STREE
WINTER GARDEN, FL. 34787
JAMES L. RICKMAN, P.L.S.
(407) 654-5355

LANDSCAPE
J. SCOTT LIBERTY
5621 REVELWOOD LOOP
WINTER PARK, FLORIDA
32792
407-719-2124

IRRIGATION
LARRY SPADE
SPADE IRRIGATION DESIGN
LARRY@LARRY SPADE.COM
407-896-3904

GEOTECH:
POINT FOUR
193 WEST NEW YORK AVE.
LAKE HELEN, FLORIDA 32744
407-260-9449

ENGINEER
FRANK A. PORTER, P.E.
FL. LIC. #69092

DATE: May, 13, 2019

--	--	--	--	--	--

NO.	DATE	REVISIONS
△		

RECORD DRAWING

THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED TESTING OF THE MATERIALS AND THE DESIGN OF THE PROJECT. A REVIEW OF CONTRACTOR FURNISHED REQUIRED PLANS AND SPECIFICATIONS INCORPORATED DURING CONSTRUCTION, AND WITNESSED UTILITY TESTING OF DRINKING WATER AND WASTEWATER SYSTEMS, ALTHOUGH THE ACCURACY CAN NOT BE GUARANTEED, IS BELIEVED TO BE CORRECT. THIS RECORD DRAWING IS CORRECT TO THE BEST OF HIS/her KNOWLEDGE.

ENGINEER: FRANK A PORTER, P.E.
FL LIC. # 690992

NORTH MEWS AT AVIAN POINTE
AT
AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811
FOR
APOPKA CLEAR LAKE INVESTMENTS, LLC

COVER SHEET

2201 S. BUMBY AVE.
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM

GAM

SHEET

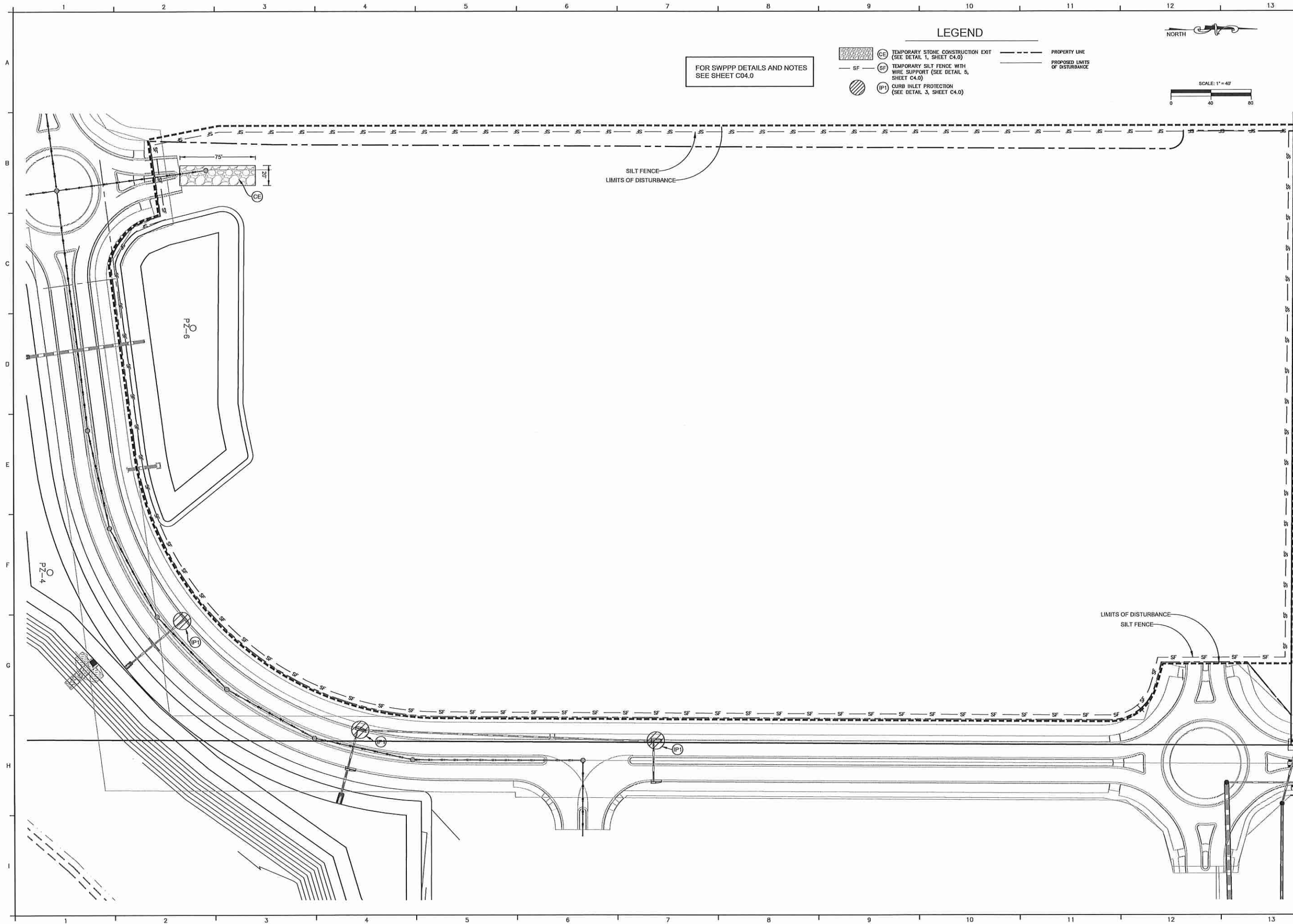
C01.0

- Governing standards and specifications on this project are considered the Florida Department of Transportation (FDOT) Standard Plans (2019 Edition), FDOT Standard Specifications for Road and Bridge Construction (2019 Edition), and City of Apopka Utilities Design and Construction Standards Manual (2016 Edition).
2. All personal property, except mail boxes located within the public right-of-way (not relocated by the property owner), shall be removed by the Contractor as necessary to construct the project in accordance with the Construction Plans. Mail boxes shall be relocated by the Contractor in accordance with FDOT Index No. 532.
3. The disposal of excess earthwork materials shall be the responsibility of the Contractor. Approval of disposal sites shall be obtained from the City of Apopka prior to disposal.
4. All existing trees and stumps within the right-of-way and limit of the project are to be removed as clearing and grubbing unless otherwise directed.
5. Seed and mulch all disturbed areas not covered by sod unless otherwise directed.
6. All pavement offsets shown are to the proposed centerline of construction, as where radii dimensions are to the edge of pavement, unless otherwise noted.
7. Turnout locations and widths shown in the Construction Plans are approximate and may be adjusted as necessary or as directed by the Engineer. All turnouts shall be constructed in accordance with FDOT Index No. 515.
8. The various permits included in the bid specifications payment are included in the bid price for Section 104. The Contractor shall perform his work in accordance with the requirements of "Prevention, Control, and Abatement of Erosion and Water Pollution", excluding items specified elsewhere. Environmental controls shall be used at locations designated in the plans and/or designated by the Engineer.
9. The information shown on these drawings concerning type and location of underground and other utilities are based on available records and surveys, but is not guaranteed to be accurate or all inclusive. The Contractor shall make his own determination as to the type and location of utilities as may be necessary to avoid damage there to, and is responsible for coordinating utility relocation.
10. Prior to ordering drainage structures, the Contractor shall determine if drainage utility conflicts exist. Information about possible conflicts shall be submitted to the Engineer as soon as possible after discovery of such for resolution.
11. The Contractor shall notify all gas utility companies a minimum of two working days prior to excavation as required by Chapter 77-153 of the Florida Statutes.
12. All inlet/manhole - pipe joints shall be filled with non-shrink grout, covered with an asphaltic mastic coating, and wrapped with a filter fabric material per Section 13.03.03 of the Orange County Road Construction Specifications.
13. All curb inlets, ditch bottom inlets, and manholes shall have traffic bearing frames and covers or grates meeting AASHTO-20 loading requirements.
14. Changes of pipe inverts not exceeding plus or minus one foot will not be considered as a basis for additional compensation for the pertinent pipe bid item or for modification of precast structures.
15. All benchmarks (irons and monuments) shown in the Construction Plans, or found, shall be preserved. Those shown in proposed pavement shall be protected with a cast iron valve box.
16. Public land corners within the limits of construction shall be protected. If a corner monument is in danger of being destroyed or disturbed, the Contractor shall notify the Engineer, without delay, by telephone. The Contractor shall provide written follow up confirmation within 48-hours of telephone notification.
17. Prior to beginning of any construction, the Contractor shall submit to the Engineer a set of field notes verifying the benchmark elevations and the reference point connections on the plan and profile view sheets, and/or a set of field notes for all additional benchmark and reference point connections proposed to be used in constructing the project with their location, description and elevation, based on North American Vertical Datum (NAVD88). All submittals shall be signed and sealed by a Professional Land Surveyor registered in the State of Florida.
18. Within 21 calendar days after notice to proceed, the Contractor shall stake the public right-of-way at 50 foot intervals and the right-of-way breaks with corresponding stations shown on the stakes. No invoice for payment for mobilization (Pay Item No. 101-1) will be processed until the right-of-way has been staked to the satisfaction of the Engineer.
19. Any United States Code (USC) and National Geodetic Survey (NGS) monuments within the limits of construction shall be protected. If in danger of damage, the Contractor shall notify the Engineer, and both shall notify:
State Geodetic Advisor, NOAA
3900 Commonwealth Blvd. - MS105
Tallahassee, FL Phone (850) 245-2606
20. It shall be the responsibility of the Contractor to acquire all necessary right-of-way and maintenance of traffic permits. The City will waive all permits required for construction activities within the limits of public right-of-way owned and maintained by the City of Apopka. For construction activity within the limits of public right-of-way maintained by the City but owned by Orange County or the State of Florida, the Contractor shall acquire the required permits from the agencies. It shall be the responsibility of the Contractor to insure that all required permits are obtained and in-hand before beginning any construction.
21. The location of all existing utilities, storm drainage systems, and topographic features shown on the plans have been determined from the best available information and are provided for the convenience of the Contractor. The Engineer assumes no responsibility for their inaccuracy. Should a discrepancy arise between these plans and actual field conditions, which would appreciably affect the execution of these plans, the Contractor shall halt construction and notify the Engineer immediately.
22. The Contractor shall be responsible for notifying the City within 48 hours before any inspections. Also, the Contractor shall be responsible for meeting all inspection criteria, schedules and signing said inspections.

1. If any existing structures to remain are damaged during construction it shall be the contractors responsibility to repair and/or replace the existing structure as necessary to return it to existing conditions or better.
2. All storm sewer manholes in paved areas shall be flush with pavement, and shall have traffic bearing ring & covers. Manholes in unpaved areas shall be 6" above finish grade. Lids shall be labeled "storm sewer".
3. The contractor shall adhere to all terms & conditions as outlined in the general N.P.D.E.S. Permit for storm water discharge associated with construction activities.
4. All storm structures shall have a smooth uniform poured mortar invert from invert in to invert out.

FIRE NOTES:

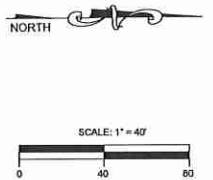
1. All roadways, water line infrastructure and fire hydrants shall be in place before building construction may begin.
2. Fire hydrants must be located within 500 feet of all townhomes.
3. Fire hydrant shall be marked with a blue road reflector.
4. Follow Florida Statute 633.027 concerning light frame truss construction.
5. Follow current NFPA and Florida Fire Prevention Code 6th edition concerning fire and life safety.
6. Per city Ordinance 2722, Townhomes will be required to have an automatic Fire Sprinkler System.
7. Buildings must be monitored by an automatic Fire Alarm system.



FOR SWPPP DETAILS AND NOTES
SEE SHEET C04.0

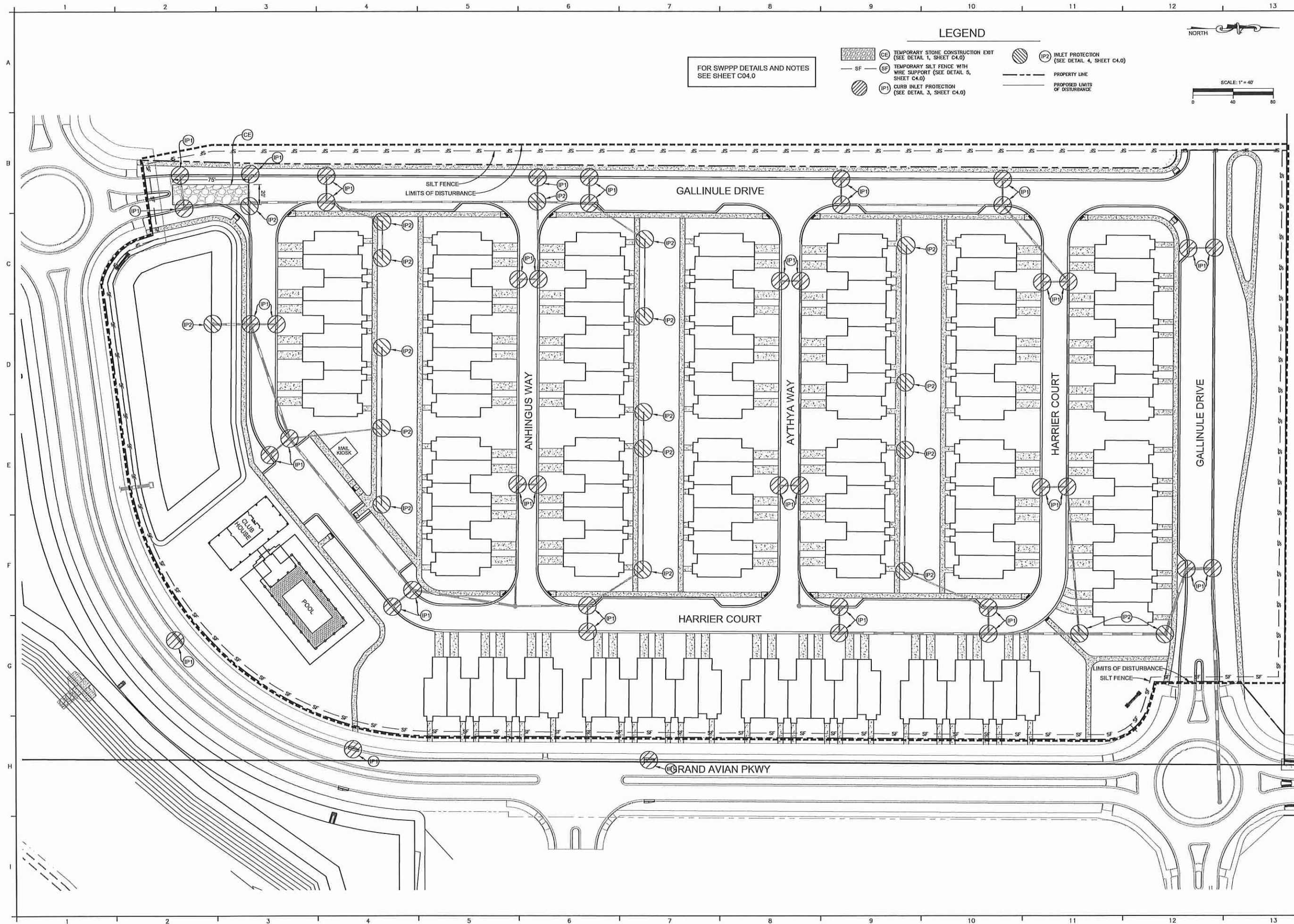
LEGEND

- CE TEMPORARY STONE CONSTRUCTION EXIT
(SEE DETAIL 1, SHEET C4.0)
- SF TEMPORARY SILT FENCE WITH
WIRE SUPPORT (SEE DETAIL 5,
SHEET C4.0)
- IP1 CURB INLET PROTECTION
(SEE DETAIL 3, SHEET C4.0)
- PROPERTY LINE
- PROPOSED LIMITS
OF DISTURBANCE



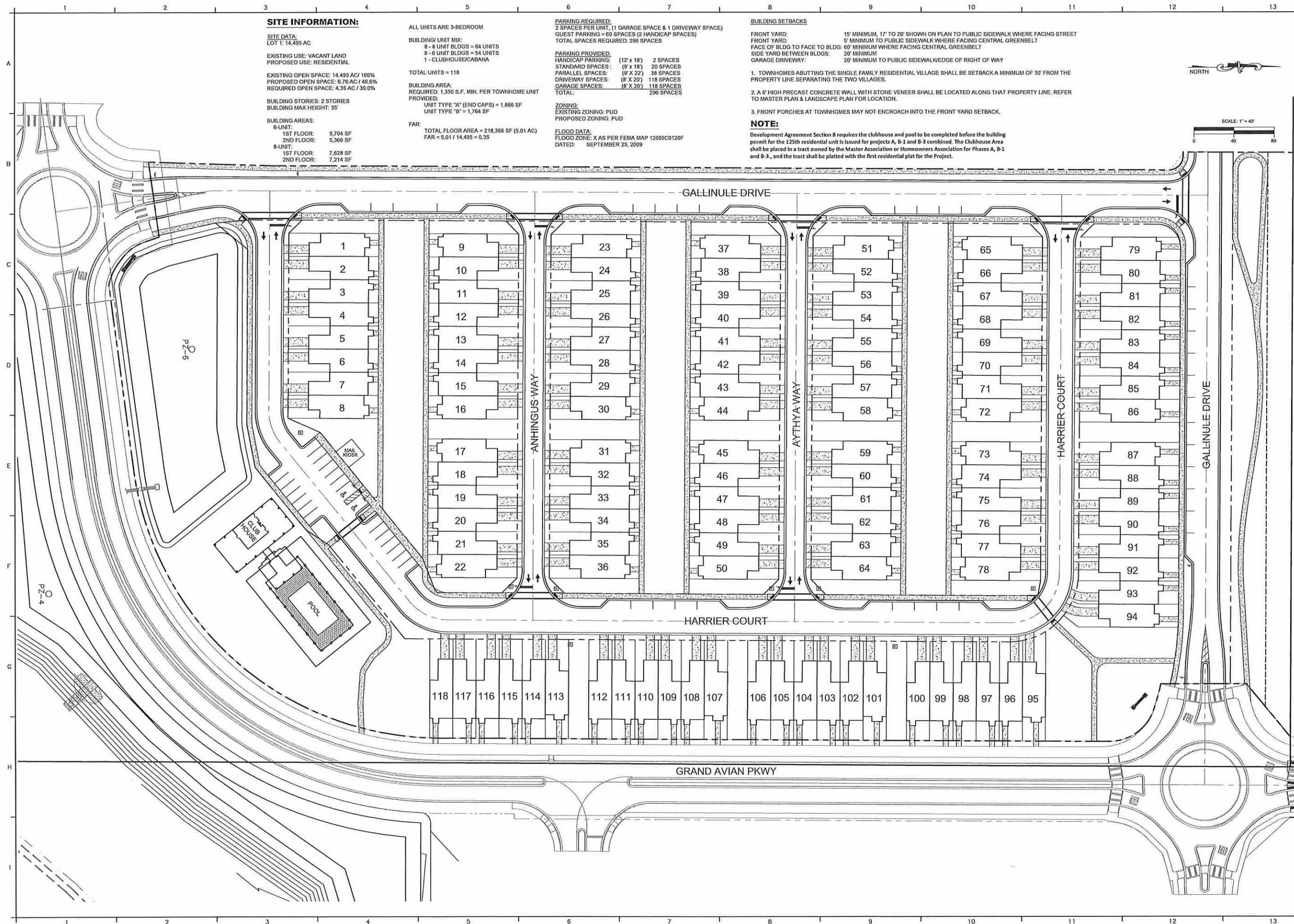
NV5 201 S. BUMBY AVE. ORLANDO, FL (407) 866-3317 WWW.NV5.COM CERTIFICATE OF AUTHORIZATION # 28095	SHEET C02.0	
	SWPPP 1 PLAN	
NORTH MEWS AT AVIAN POINTE AT AVIAN POINTE PARCEL B-1 CITY OF APOPKA, FLORIDA 32811		
APOPKA CLEAR LAKE INVESTMENTS, LLC		
RECORD DRAWING THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED FIELD VERIFICATION OF THE INFORMATION PROVIDED BY THE OWNER AND THE CONTRACTOR. THE ENGINEER HAS NOT CONDUCTED A COMPREHENSIVE FIELD VERIFICATION OF THE INFORMATION PROVIDED BY THE OWNER AND THE CONTRACTOR. THE ENGINEER'S FIELD VERIFICATION IS LIMITED TO THE INFORMATION PROVIDED BY THE OWNER AND THE CONTRACTOR. THE ENGINEER'S FIELD VERIFICATION IS LIMITED TO THE INFORMATION PROVIDED BY THE OWNER AND THE CONTRACTOR. THE ENGINEER'S FIELD VERIFICATION IS LIMITED TO THE INFORMATION PROVIDED BY THE OWNER AND THE CONTRACTOR.		
ENGINEER FRANK A. PORTER, P.E. FL LIC. #6902	DATE MAY 13, 2019	CHECKED FAP
DESIGNER RID	DATE MAY 13, 2019	CHECKED FAP
PRJ. MGR. FAP	DATE MAY 13, 2019	CHECKED FAP
JOB # 16058	DATE MAY 13, 2019	CHECKED FAP

Q:\16058\20\CONST\PARCEL B-1\CONST\C02.0 SWPPP 1.dwg - May 13, 2019 - 4:44pm



NV5 201 S. BUMBY AVE. ORLANDO, FL (407) 896-3317 WWW.NV5.COM	SHEET C03.0	CERTIFICATE OF AUTHORIZATION # 28095	SWPPP 2 PLAN	NORTH MEWS AT AVIAN POINTE AT AVIAN POINTE PARCEL B-1 CITY OF APOPKA, FLORIDA 32811 APOPKA CLEAR LAKE INVESTMENTS, LLC	RECORD DRAWING THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED SURVEYING AND FIELD VERIFICATION OF THE EXISTING CONDITIONS. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS REVIEWED THE RECORD DRAWING FOR CONFORMANCE WITH THE SWPPP. THE ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION.	ENGINEER FRANK A. PORTER, P.E. FL LIC. #6902	JOB #: 10208
						DESIGNER: RD CHECKED: FAP	DATE: May 13, 2019

G:\16038.20\CONST\03.0 SWPPP 2 PLAN.dwg - May 13, 2019 - 4:44pm



SITE INFORMATION:

SITE DATA:
LOT 1: 14.495 AC

EXISTING USE: VACANT LAND
PROPOSED USE: RESIDENTIAL

EXISTING OPEN SPACE: 14.495 AC / 100%
PROPOSED OPEN SPACE: 6.76 AC / 46.8%
REQUIRED OPEN SPACE: 4.35 AC / 30.0%

BUILDING STORIES: 2 STORIES
BUILDING MAX HEIGHT: 35'

BUILDING AREAS:

6-UNIT: 5,704 SF
1ST FLOOR: 5,704 SF
2ND FLOOR: 5,366 SF
8-UNIT: 7,628 SF
1ST FLOOR: 7,628 SF
2ND FLOOR: 7,214 SF

ALL UNITS ARE 3-BEDROOM

BUILDING/ UNIT MIX:
8 - 8 UNIT BLDGS = 64 UNITS
9 - 6 UNIT BLDGS = 54 UNITS
1 - CLUBHOUSE/CABANA

TOTAL UNITS = 118

BUILDING AREA:
REQUIRED: 1,350 S.F. MIN. PER TOWNHOME UNIT
PROVIDED:
UNIT TYPE "A" (END CAPS) = 1,886 SF
UNIT TYPE "B" = 1,764 SF

FAR:

TOTAL FLOOR AREA = 218,366 SF (5.01 AC)
FAR = 5.01 / 14.495 = 0.35

PARKING REQUIRED:
2 SPACES PER UNIT, (1 GARAGE SPACE & 1 DRIVEWAY SPACE)
GUEST PARKING = 60 SPACES (2 HANDICAP SPACES)
TOTAL SPACES REQUIRED: 296 SPACES

PARKING PROVIDED:
HANDICAP PARKING: (12' x 18') 2 SPACES
STANDARD SPACES: (9' x 18') 20 SPACES
PARALLEL SPACES: (9' x 22') 38 SPACES
DRIVEWAY SPACES: (8' x 20') 118 SPACES
GARAGE SPACES: (8' x 20') 118 SPACES
TOTAL: 296 SPACES

ZONING:
EXISTING ZONING: PUD
PROPOSED ZONING: PUD

FLOOD DATA:
FLOOD ZONE: X AS PER FEMA MAP 12095C0120F
DATED: SEPTEMBER 25, 2009

BUILDING SETBACKS

FRONT YARD: 15' MINIMUM, 17' TO 20' SHOWN ON PLAN TO PUBLIC SIDEWALK WHERE FACING STREET
FRONT YARD: 5' MINIMUM TO PUBLIC SIDEWALK WHERE FACING CENTRAL GREENBELT
FACE OF BLDG TO FACE TO BLDG: 60' MINIMUM WHERE FACING CENTRAL GREENBELT
SIDE YARD BETWEEN BLDGS: 20' MINIMUM
GARAGE DRIVEWAY: 20' MINIMUM TO PUBLIC SIDEWALK/EDGE OF RIGHT OF WAY

1. TOWNHOMES ABUTTING THE SINGLE FAMILY RESIDENTIAL VILLAGE SHALL BE SETBACK A MINIMUM OF 30' FROM THE PROPERTY LINE SEPARATING THE TWO VILLAGES.

2. A 6" HIGH PRECAST CONCRETE WALL WITH STONE VENEER SHALL BE LOCATED ALONG THAT PROPERTY LINE, REFER TO MASTER PLAN & LANDSCAPE PLAN FOR LOCATION.

3. FRONT PORCHES AT TOWNHOMES MAY NOT ENCR OACH INTO THE FRONT YARD SETBACK.

NOTE:

Development Agreement Section 8 requires the clubhouse and pool to be completed before the building permit for the 125th residential unit is issued for projects A, B-1 and B-3 combined. The Clubhouse Area shall be placed in a tract owned by the Master Association or Homeowners Association for Phases A, B-1 and B-3, and the tract shall be platted with the first residential plat for the Project.

ENGINEER	FRANK A. PORTER, P.E.	FLIC # 68002	DATE	May 13, 2019
DESIGNER	RD		CHECKED	FAP
PRJ. MGR.	FAP			
JOB #	10058			

NO.	DATE	REVISIONS

RECORD DRAWING

THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED SURVEYING AND FIELD VERIFICATION OF THE EXISTING CONDITIONS. THE ENGINEER HAS NOT CONDUCTED A FULL SURVEY OF THE SITE AND HAS NOT VERIFIED THE EXISTING CONDITIONS. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE PROJECT AND THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

ENGINEER: FRANK A. PORTER, P.E.
FLIC # 68002

NORTH MEWS AT AVIAN POINTE
AT
AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811
FOR
APOPKA CLEAR LAKE INVESTMENTS, LLC

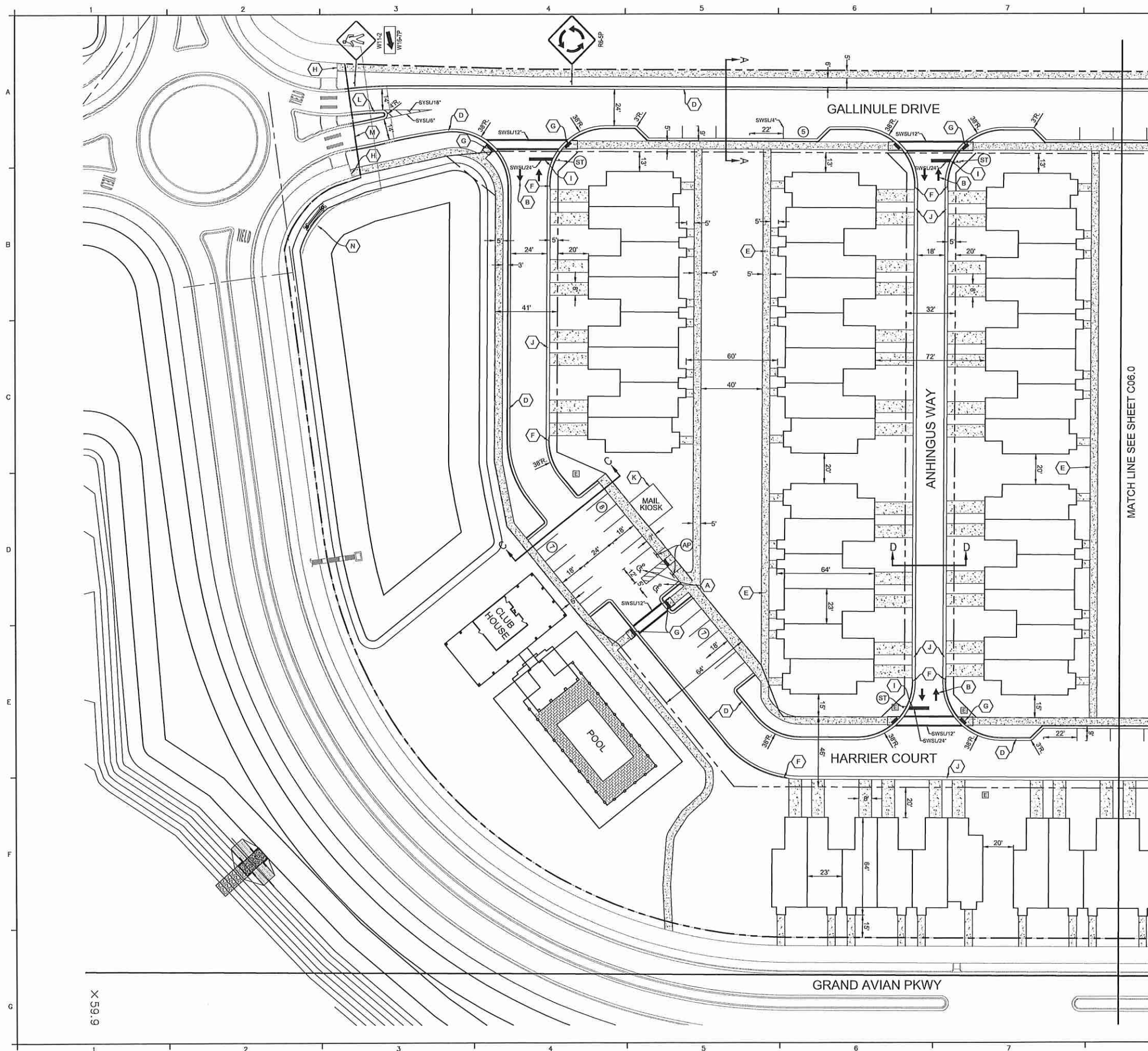
MASTER
SITE PLAN

201 S. BUMBY AVE.
ORLANDO, FL
(407) 865-3317
WWW.NVA.COM

CERTIFICATE OF AUTHORIZATION # 20065

SHEET
C05.0

Q:\160358.20\CONST\PARCEL B-1\CONST\C05.0 MASTER SITE PLAN.dwg - May 13, 2019 - 4:45pm



SITE CALLOUT LEGEND

- (A) ACCESSIBLE PARKING SPACE (TYP). SEE DETAIL FOR ACCESSIBLE PARKING SPACE, SIGN AND SYMBOL & VAN ACCESSIBILITY (SEE DETAIL 1, SHEET C15.0).
- (B) PAVEMENT MARKINGS (TYP). PER FDOT INDEX 711-001
- (C) CROSSWALK PARALLEL SWSL12 STRIPING, 6' WIDE WITH STOP BARS
- (D) TYPE F 2' CURB AND GUTTER PER FDOT INDEX 520-001
- (E) 5' CONCRETE SIDEWALK, (SEE DETAIL 1, SHEET C14.0).
- (F) CURB TRANSITION (SEE DETAIL 2, SHEET C14.0)
- (G) FDOT INDEX 522-002 HANDICAP RAMP WITH DETECTABLE WARNING SURFACE (TYP). (SEE DETAIL 10, SHEET C14.0).
- (H) MATCH PROPOSED SIDEWALK TO EXISTING SIDEWALK TO LINE AND GRADE
- (I) SWSL24 STOP BAR (SEE DETAIL 6, SHEET C14.0)
- (J) 2' VALLEY GUTTER PER FDOT INDEX 520-001
- (K) MAIL KIOSK LOCATION. SEE ARCH. PLANS FOR DETAILS, PROVIDED UNDER SEPARATE PERMIT.
- (L) TYPE A MEDIAN CURB PER FDOT INDEX 520-001
- (M) SAWCUT EXISTING EDGE OF PAVEMENT AND MATCH TO LINE AND GRADE
- (N) MONUMENT SIGN, SEE ARCH. PLANS

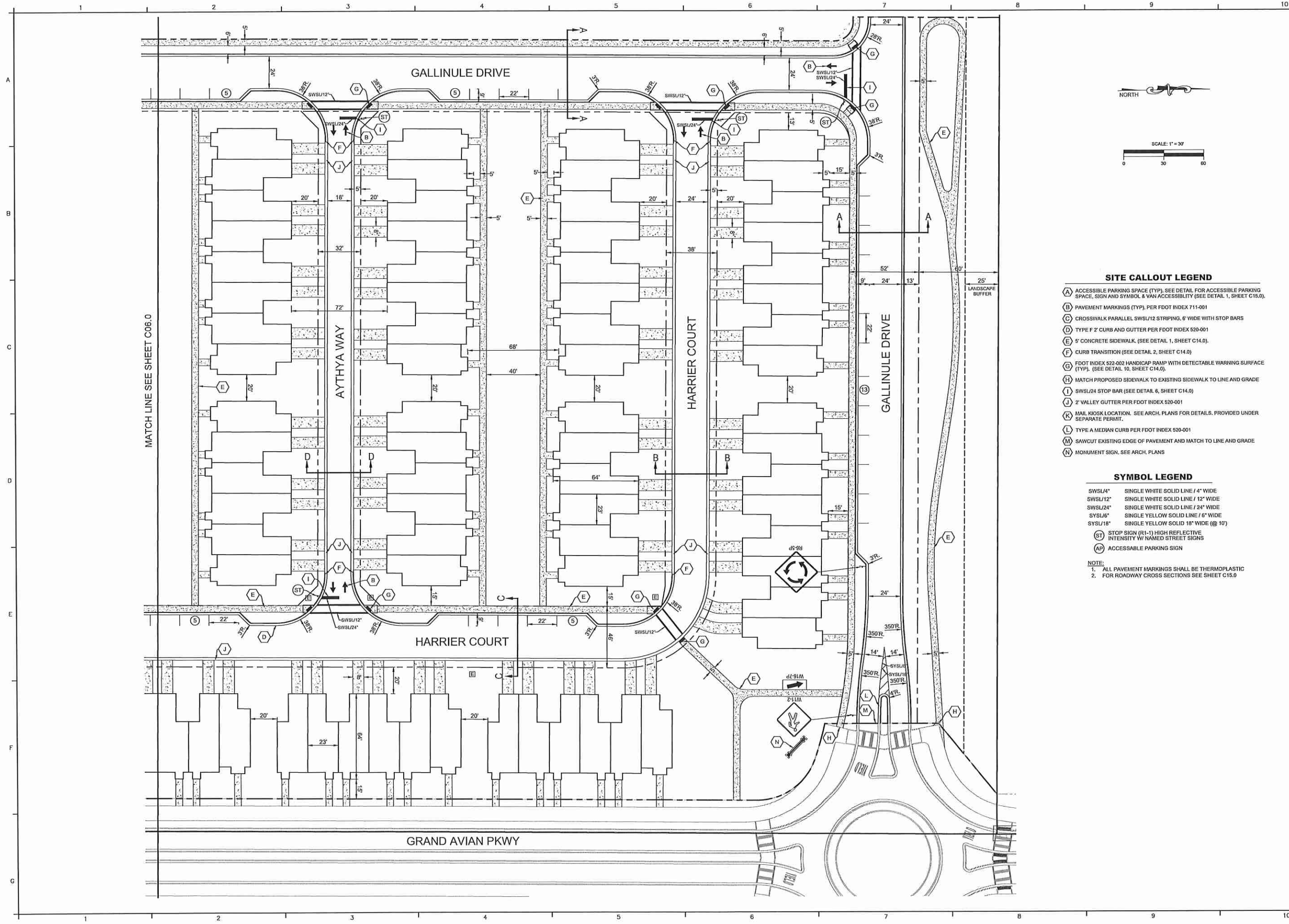
SYMBOL LEGEND

- SWSL4" SINGLE WHITE SOLID LINE / 4" WIDE
- SWSL12" SINGLE WHITE SOLID LINE / 12" WIDE
- SWSL24" SINGLE WHITE SOLID LINE / 24" WIDE
- SYSL6" SINGLE YELLOW SOLID LINE / 6" WIDE
- SYSL18" SINGLE YELLOW SOLID LINE 18" WIDE (@ 10')

- (ST) STOP SIGN (R1-1) HIGH REFLECTIVE INTENSITY W/ NAMED STREET SIGNS
- (AP) ACCESSABLE PARKING SIGN

- NOTE:
- 1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC
 - 2. FOR ROADWAY CROSS SECTIONS SEE SHEET C15.0

SHEET C06.1	NV5 201 S. BUMBY AVE. ORLANDO, FL (407) 895-3317 WWW.NV5.COM CERTIFICATE OF AUTHORIZATION # 25065	SITE PLAN SOUTH	NORTH MEWS AT AVIAN POINTE AT AVIAN POINTE PARCEL B-1 CITY OF APOPKA, FLORIDA 32811 FOR APOPKA CLEAR LAKE INVESTMENTS, LLC	RECORD DRAWING	NO.	DATE	REVISIONS	DESIGNER: RID	CHECKED: FAP	DATE: MAY 13, 2019	ENGINEER: FRANK A. PORTER, P.E. FL LIC. # 89002	JOB # 16055
				THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED SURVEYING BY THE ENGINEER AND HIS FIELD NOTES. THE ENGINEER HAS NOT CONDUCTED A FULL SURVEY OF THE SITE. THE ENGINEER HAS NOT CONDUCTED A FULL SURVEY OF THE SITE. THE ENGINEER HAS NOT CONDUCTED A FULL SURVEY OF THE SITE.								



SITE CALLOUT LEGEND

- (A) ACCESSIBLE PARKING SPACE (TYP). SEE DETAIL FOR ACCESSIBLE PARKING SPACE, SIGN AND SYMBOL & VAN ACCESSIBILITY (SEE DETAIL 1, SHEET C15.0).
- (B) PAVEMENT MARKINGS (TYP). PER FDOT INDEX 711-001
- (C) CROSSWALK PARALLEL SWSL/12 STRIPING, 6" WIDE WITH STOP BARS
- (D) TYPE F 2' CURB AND GUTTER PER FDOT INDEX 520-001
- (E) 5' CONCRETE SIDEWALK, (SEE DETAIL 1, SHEET C14.0).
- (F) CURB TRANSITION (SEE DETAIL 2, SHEET C14.0)
- (G) FDOT INDEX 522-002 HANDICAP RAMP WITH DETECTABLE WARNING SURFACE (TYP). (SEE DETAIL 10, SHEET C14.0).
- (H) MATCH PROPOSED SIDEWALK TO EXISTING SIDEWALK TO LINE AND GRADE
- (I) SWSL/24 STOP BAR (SEE DETAIL 6, SHEET C14.0)
- (J) 2' VALLEY GUTTER PER FDOT INDEX 520-001
- (K) MAIL KIOSK LOCATION. SEE ARCH. PLANS FOR DETAILS, PROVIDED UNDER SEPARATE PERMIT.
- (L) TYPE A MEDIAN CURB PER FDOT INDEX 520-001
- (M) SAWCUT EXISTING EDGE OF PAVEMENT AND MATCH TO LINE AND GRADE
- (N) MONUMENT SIGN. SEE ARCH. PLANS

SYMBOL LEGEND

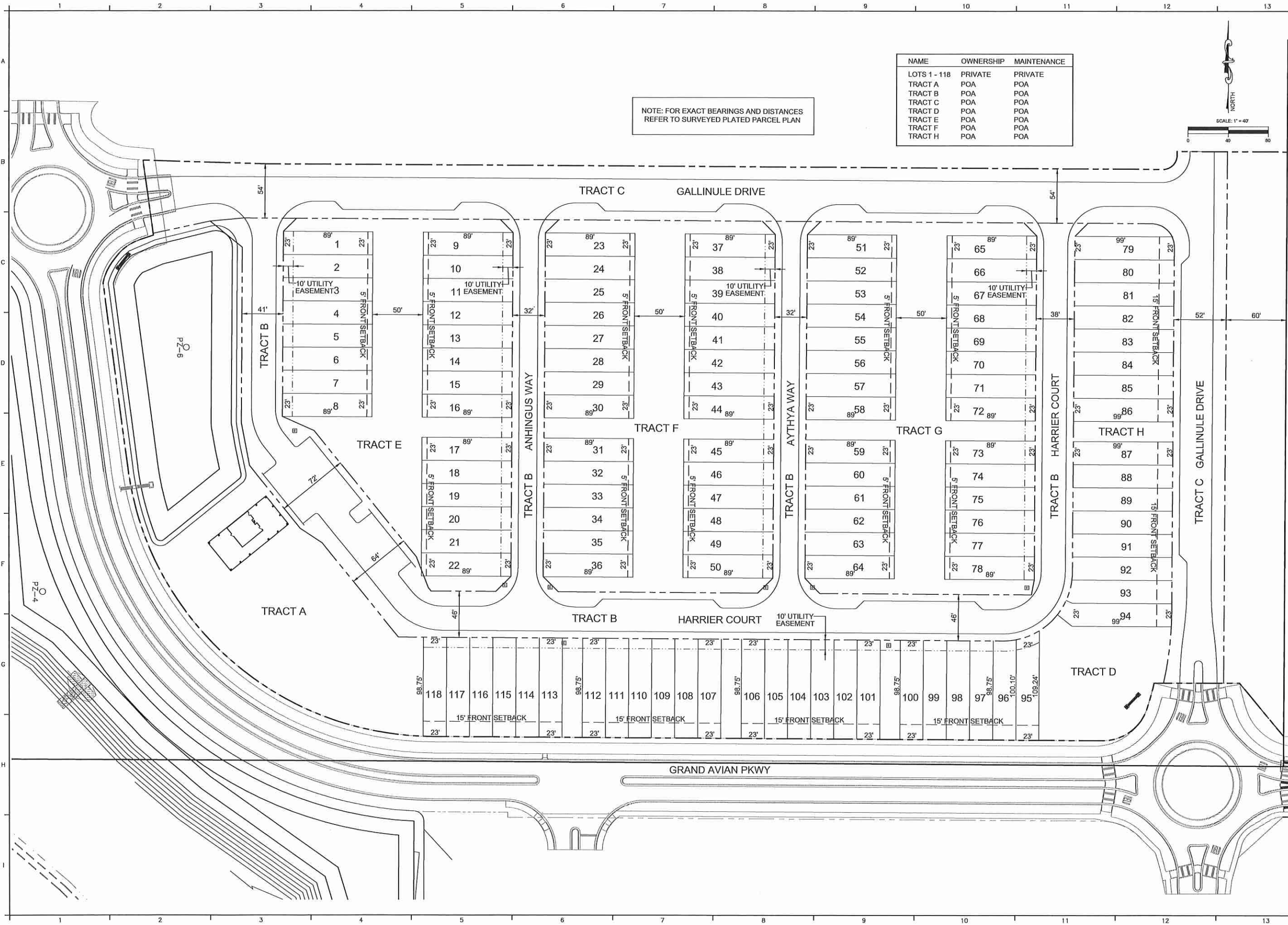
- SWSL/4" SINGLE WHITE SOLID LINE / 4" WIDE
- SWSL/12" SINGLE WHITE SOLID LINE / 12" WIDE
- SWSL/24" SINGLE WHITE SOLID LINE / 24" WIDE
- SYSL/6" SINGLE YELLOW SOLID LINE / 6" WIDE
- SYSL/18" SINGLE YELLOW SOLID LINE 18" WIDE (@ 10')

- (ST) STOP SIGN (R1-1) HIGH REFLECTIVE INTENSITY W/ NAMED STREET SIGNS
- (AP) ACCESSIBLE PARKING SIGN

NOTE:
1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC
2. FOR ROADWAY CROSS SECTIONS SEE SHEET C15.0

JOB # 16208		ENGINEER FRANK A. PORTER, P.E. FL LIC. #00092	DATE: MAY 13, 2019
PRL MGR: FAP		DESIGNER: RID	CHECKED: FAP
RECORD DRAWING			
THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED SURVEYING AND FIELD VERIFICATION OF THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FULL SURVEY OF THE SITE AND HAS NOT OBTAINED ANY RECORDS FROM THE CITY OF APOPKA, FLORIDA. THE DESIGNER HAS NOT OBTAINED ANY RECORDS FROM THE CITY OF APOPKA, FLORIDA. THE DESIGNER HAS NOT OBTAINED ANY RECORDS FROM THE CITY OF APOPKA, FLORIDA. THE DESIGNER HAS NOT OBTAINED ANY RECORDS FROM THE CITY OF APOPKA, FLORIDA.			
NORTH MEWS AT AVIAN POINTE AT AVIAN POINTE PARCEL B-1 CITY OF APOPKA, FLORIDA 32811 FOR APOPKA CLEAR LAKE INVESTMENTS, LLC			
SITE PLAN NORTH			
201 S. BUMBY AVE. ORLANDO, FL (407) 895-3317 WWW.NV5.COM CERTIFICATE OF AUTHORIZATION # 26065			
SHEET C06.0			

Q:\16058.20\CONST\C06.0 & C06.1 SITE PLAN NORTH AND SOUTH.dwg -- May 13, 2019 -- 4:45pm



201 S. BUNBY AVE.
ORLANDO, FL
(407) 896-3377
WWW.NV5.COM

NV5

SHEET
C07.0

PARCEL PLAN

NORTH MEWS AT AVIAN POINTE
AT
AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

APOPKA CLEAR LAKE INVESTMENTS, LLC

RECORD DRAWING
THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED SURVEYS AND FIELD VERIFICATION OF THE EXISTING RECORD DRAWING. THE ENGINEER HAS NOT CONDUCTED A FULL SURVEY OF THE PROPERTY AND HAS NOT BEEN ADVISED BY THE OWNER OF ANY CHANGES TO THE PROPERTY SINCE THE RECORD DRAWING WAS PREPARED. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE PREPARATION OF THIS RECORD DRAWING AND DOES NOT EXTEND TO THE ACCURACY OF THE RECORD DRAWING OR THE RESULTS OF ANY SURVEY CONDUCTED BY THE OWNER OR ANY OTHER PARTY.

ENGINEER: FRANK A. PORTER, P.E.
FL LIC. # 69002

NO. DATE

REVISIONS

ENGINEER: FRANK A. PORTER, P.E.
FL LIC. # 69002

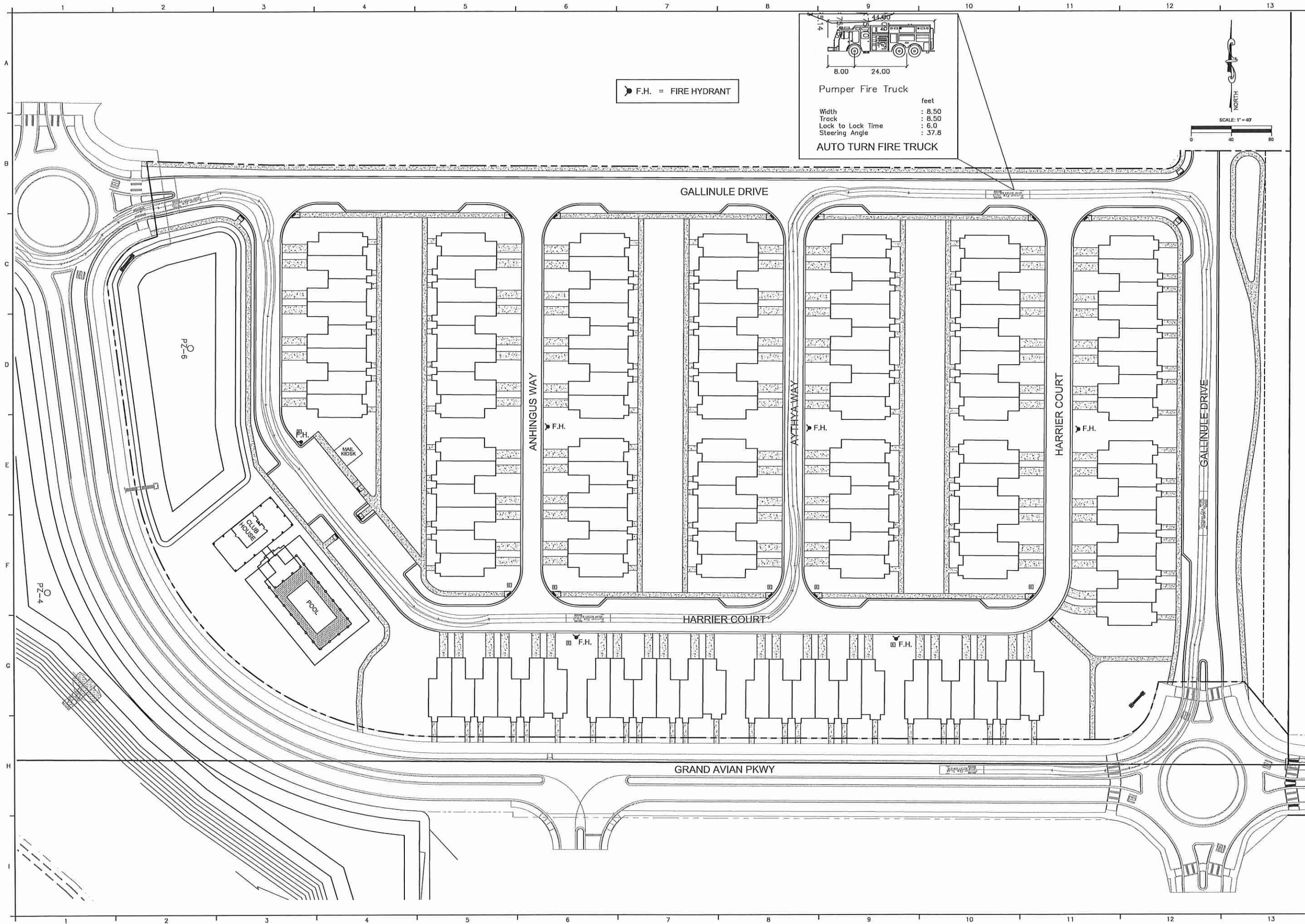
DATE: May 13, 2019

CHECKED: FAP

DESIGNER: RD

PRJ. MGR: FAP

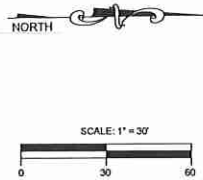
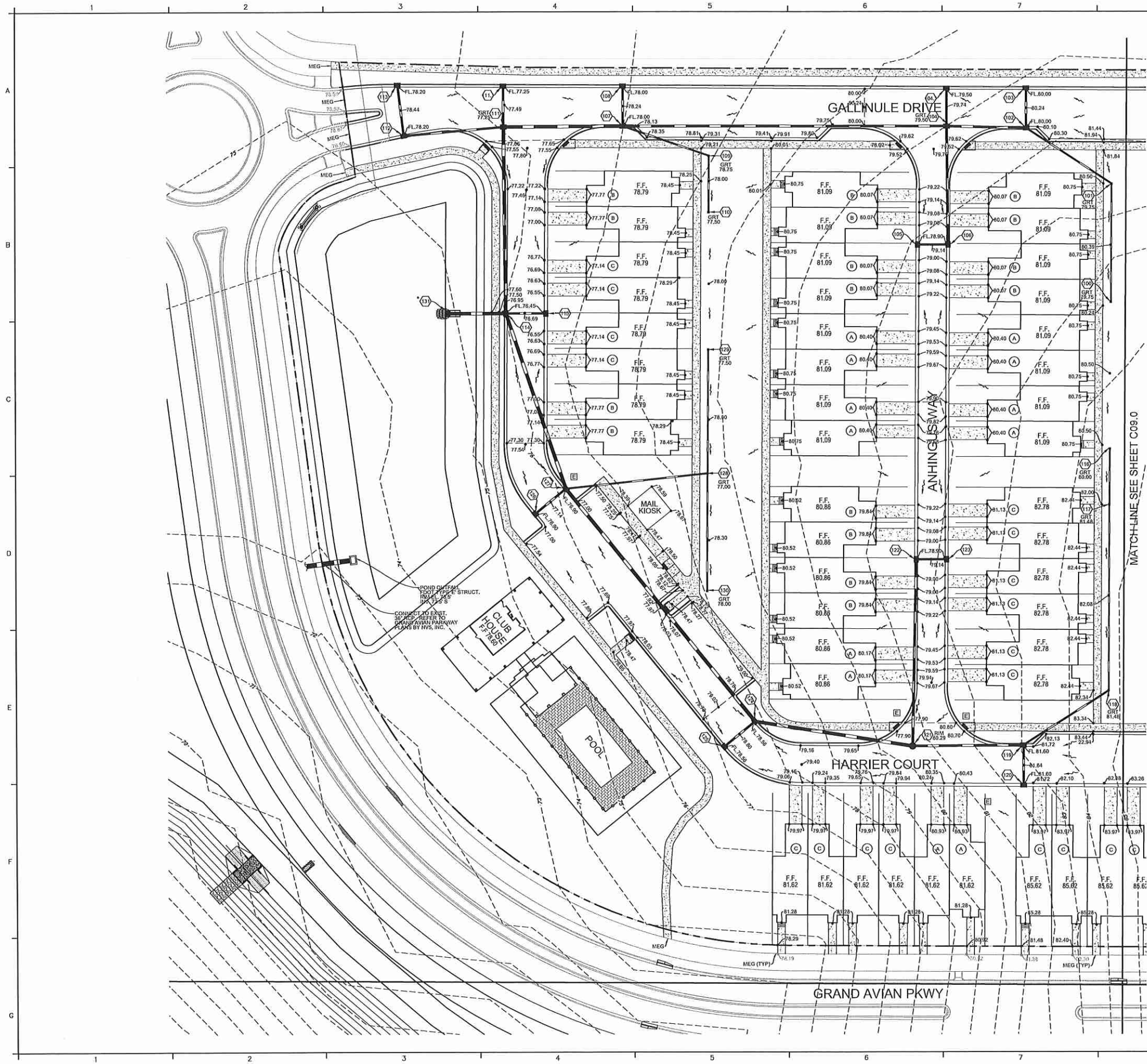
JOB #: 16058



NV5 201 S. BUMBY AVE. ORLANDO, FL (407) 896-3377 WWW.NV5.COM	C08.0	FIRE TRUCK ACCESS PLAN	NORTH MEWS AT AVIAN POINTE AT AVIAN POINTE PARCEL B-1 CITY OF APOPKA, FLORIDA 32811 FOR APOPKA CLEAR LAKE INVESTMENTS, LLC	RECORD DRAWING THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED SURVEYING AND FIELD VERIFICATION. THE ENGINEER HAS NOT CONDUCTED A FULL SURVEY OF THE ENTIRE PROJECT. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE FIRE TRUCK ACCESS PLAN. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION PROVIDED HEREON. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN OF THE FIRE TRUCK ACCESS PLAN.	ENGINEER: FRANK A. PORTER, P.E. FL LIC. #89092	DATE: MAY 13, 2019
					JOB # 16058 PRJ. MGR: FAP DESIGNER: RD CHECKED: FAP	

NO.	DATE	REVISIONS

Q:\16058.20\CONST\08.0 FIRE TRUCK ACCESS PLAN.dwg - May 13, 2019 - 4:45pm



SOUTH STORM SEWER SCHEDULE									
STRUCTURE NUMBER	STRUCTURE TYPE	RIM / FLOW LINE ELEV.	DOWNSTREAM STRUCTURE	INVERTS IN	INVERTS OUT	DOWNSTREAM PIPE LENGTH	PIPE SIZE / MATERIAL	SLOPE	
STS-100	YARD DRAIN	79.75	STS-101	76.25' W	76.64'	76.25' W	10" PVC	1.00%	
STS-101	YARD DRAIN	79.75	STS-102	75.48' E	75.48' E	65.89'	12" PVC	1.00%	
STS-102	TYPE 5	80.00	STS-103	74.82' NE	74.82' E	51.25'	18" HP STORM PP	0.30%	
STS-103	TYPE 5	80.00	STS-104	76.17' W	76.25' E	25.98'	15" HP STORM PP	0.30%	
STS-104	TYPE C	79.50	STS-105	74.66' W	74.66' W	209.42'	18" HP STORM PP	0.30%	
STS-105	TYPE 6	79.50	STS-106	75.74' E	75.74' E	24.59'	15" HP STORM PP	0.30%	
STS-106	TYPE 6	78.90	STS-107	74.95' N	74.95' N	20.02'	15" HP STORM PP	0.30%	
STS-107	TYPE 5	78.00	STS-108	74.89' S	74.89' S	75.74'	18" HP STORM PP	0.30%	
STS-108	TYPE 5	78.00	STS-109	74.03' N	74.03' N	77.14'	24" HP STORM PP	0.30%	
STS-109	YARD DRAIN	78.75	STS-110	74.17' W	74.17' W	25.28'	15" HP STORM PP	0.30%	
STS-110	YARD DRAIN	77.50	STS-111	73.63' E	73.63' E	58.81'	12" PVC	1.00%	
STS-111	TYPE C	77.25	STS-112	74.00' W	74.00' W	36.57'	10" PVC	1.00%	
STS-111.1	TYPE 6	77.25	STS-113	72.81' N	72.81' N	120.82'	24" HP STORM PP	0.30%	
STS-112	TYPE 5	78.20	STS-114	74.16' S	74.16' S	64.72'	15" HP STORM PP	0.30%	
STS-113	TYPE 5	78.20	STS-115	73.42' W	73.42' W	33.12'	15" HP STORM PP	0.30%	
STS-114	TYPE 6	76.45	STS-116	72.62' N	72.62' N	37.59'	24" HP STORM PP	0.30%	
STS-115	TYPE 6	76.45	STS-117	72.45' W	72.45' W	25.96'	15" HP STORM PP	0.30%	
STS-116	YARD DRAIN	80.00	STS-118	71.92' E	71.92' E	36.17'	10" PVC	1.00%	
STS-117	YARD DRAIN	81.48	STS-119	72.70' S	72.70' S	120.73'	10" PVC	1.00%	
STS-118	YARD DRAIN	81.48	STS-120	76.14' W	76.14' W	65.57'	12" PVC	1.00%	
STS-119	TYPE 5	81.60	STS-121	74.93' SE	74.93' SE	71.64'	18" HP STORM PP	0.30%	
STS-120	TYPE 5	81.60	STS-122	74.27' NW	74.27' NW	25.98'	15" HP STORM PP	0.30%	
STS-121	TYPE I MH	60.29	STS-123	77.50' W	77.50' W	103.28'	24" HP STORM PP	0.30%	
STS-122	TYPE 6	78.90	STS-124	73.98' N	73.98' N	121.17'	18" HP STORM PP	0.30%	
STS-123	TYPE 6	78.90	STS-125	74.93' E	74.93' E	20.02'	15" HP STORM PP	0.30%	
STS-124	TYPE 6	78.58	STS-126	74.99' S	74.99' S	194.24'	24" HP STORM PP	0.30%	
STS-125	TYPE 6	78.58	STS-127	73.67' NW	73.67' NW	25.69'	15" HP STORM PP	0.30%	
STS-126	TYPE 6	78.58	STS-128	74.81' NW	74.81' NW	25.69'	15" HP STORM PP	0.30%	
STS-127	TYPE 6	77.08	STS-129	73.16' NW	73.16' NW	120.03'	24" HP STORM PP	0.30%	
STS-128	YARD DRAIN	77.00	STS-130	73.08' SE	73.08' SE	92.29'	12" PVC	1.00%	
STS-129	YARD DRAIN	77.00	STS-131	74.25' NE	74.25' NE	80.20'	10" PVC	1.00%	
STS-130	YARD DRAIN	77.00	STS-132	72.28' W	72.28' W	76.35'	10" PVC	1.00%	
STS-131	* M.E.S.	76.55	STS-133	73.96' W	73.96' W				

* PROPOSED 24" CONCRETE M.E.S. WITH RIP-RAP PROTECTION

SYMBOLS FOR PROPOSED IMPROVEMENTS

- STORM STRUCTURE (SEE SCHEDULE FOR STRUCTURE TYPE)
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED STORM SEWER PIPING
- EXISTING STORM SEWER PIPING
- MATCH EXISTING GRADE
- SLOPE ARROW
- 29 - DRAINAGE STRUCTURE INDICATOR
- AF - ALTERNATE FOUNDATION DESIGN, DEPTH 12" BELOW GRADE SHOWN (ALL OTHER FOUNDATIONS 18" BELOW FINISHED GRADE)
- PROPOSED CONTOUR
- EXISTING CONTOUR
- (1) - 4" STEP W/ 20' GARAGE SLOPED @ 2%
- (1) - 8" STEP W/ 20' GARAGE SLOPED @ 2%
- (2) - 4" STEPS W/ 20' GARAGE SLOPED @ 2%

VERTICAL DATUM:

ALL ELEVATIONS ARE BASED ON NGVD 1929 VERTICAL DATUM

NOTES:

- ALL SITE WORK SHOWN SHALL BE CONSTRUCTED BY GENERAL CONTRACTOR.
- SOL DEPTH TESTING, SUBSURFACE INVESTIGATIONS AND ALL OTHER GEOTECHNICAL ACTIVITY ON SITE SHALL BE SUPERVISED AND CERTIFIED BY A PROFESSIONAL GEOTECHNICAL ENGINEER.

201 S. BUMBY AVE.
ORLANDO, FL 32817
(407) 866-3317
WWW.NV5.COM

NV5

SHEET
C09.1

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #69992

DESIGNER: RD
CHECKED: FAP

DATE: MAY 13, 2019

RECORD DRAWING
THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED FIELD VERIFICATION OF THE CONSTRUCTION OF THE PROJECT. THE RECORD DRAWING IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE RECORD DRAWING IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE RECORD DRAWING IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

NO. DATE REVISIONS

NORTH MEWS AT AVIAN POINTE
AT
AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

FOR
APOPKA CLEAR LAKE INVESTMENTS, LLC

JOB # 16058

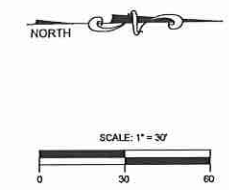
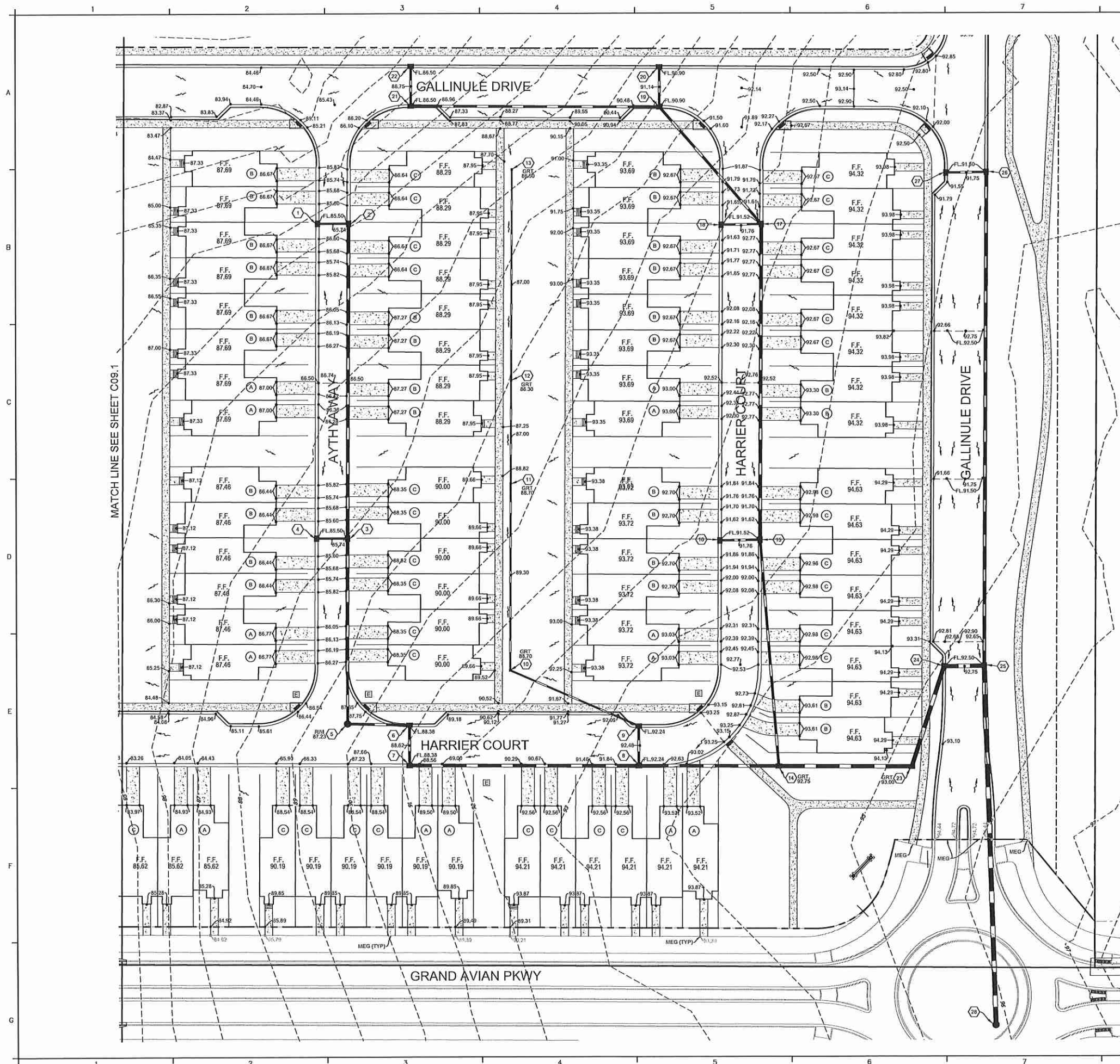
PFL MGR: FAP

DESIGNER: RD

CHECKED: FAP

0516058.20\CONST\ C09.0 & C09.1 GRADING PLAN NORTH AND SOUTH.dwg -

May 13, 2019 - 4:46pm



NORTH STORM SEWER SCHEDULE									
STRUCTURE NUMBER	STRUCTURE TYPE	RH / FLOW LINE ELEV.	DOWNSIDE STRUCTURE	INVERTS IN	INVERTS OUT	DOWNSIDE PIPE LENGTH	PIPE SIZE / MATERIAL	SLOPE	
STS-1	TYPE 6	85.50	STS-2	81.75' N	81.75' N	20.00'	15" HP STORM PP	0.30%	
STS-2	TYPE 6	85.50	STS-3	81.69' S	81.69' E	203.45'	18" HP STORM PP	0.30%	
STS-3	TYPE 6	85.50	STS-5	81.69' S	81.08' E	119.89'	18" HP STORM PP	0.30%	
STS-4	TYPE 6	85.50	STS-3	81.75' N	81.75' N	20.00'	15" HP STORM PP	0.30%	
STS-5	TYPE 1 MH	87.23		80.72' W	80.72' N	39.93'	18" HP STORM PP	0.30%	
STS-6	TYPE 6	88.38	STS-7	80.60' S	80.60' E	26.13'	18" HP STORM PP	0.30%	
STS-7	TYPE 5	88.38	STS-8	80.52' W	80.52' N	148.19'	24" HP STORM PP	0.30%	
STS-8	TYPE 5	92.24	STS-14	79.27' W	79.09' N	90.08'	24" HP STORM PP	0.30%	
STS-9	TYPE 5	92.24	STS-8	79.35' SW	79.35' E	25.70'	18" HP STORM PP	0.30%	
STS-10	YARD DRAIN	88.70	STS-9	80.26' W	80.26' NE	90.65'	12" PVC	1.00%	
STS-11	YARD DRAIN	88.70	STS-10	81.47' W	81.47' E	120.80'	12" PVC	1.00%	
STS-12	YARD DRAIN	88.30	STS-11	82.14' W	82.14' E	87.02'	12" PVC	1.00%	
STS-13	YARD DRAIN	88.50	STS-12	83.59' E	83.59' E	136.11'	10" PVC	1.00%	
STS-14	TYPE C	92.75	STS-23	78.82' S	78.82' N	86.05'	30" HP STORM PP	0.30%	
STS-15	TYPE 6	91.52	STS-14	81.28' W	81.28' E	146.84'	18" HP STORM PP	0.30%	
STS-16	TYPE 6	91.52	STS-15	88.00' N	88.00' N	25.99'	15" HP STORM PP	0.30%	
STS-17	TYPE 6	91.52	STS-15	81.89' SW	81.89' E	204.00'	18" HP STORM PP	0.30%	
STS-18	TYPE 6	91.52	STS-17	87.00' N	87.00' N	25.99'	15" HP STORM PP	0.30%	
STS-19	TYPE 5	90.90	STS-17	86.92' W	82.19' NE	100.21'	18" HP STORM PP	0.30%	
STS-20	TYPE 5	90.90	STS-19	87.00' E	87.00' E	25.99'	15" HP STORM PP	0.30%	
STS-21	TYPE 5	88.50	STS-19	82.67' W	82.67' N	160.27'	18" HP STORM PP	0.30%	
STS-22	TYPE 5	88.50	STS-21	82.75' E	82.75' E	25.81'	15" HP STORM PP	0.30%	
STS-23	TYPE C	93.00	STS-24	78.56' S	78.56' W	67.98'	30" HP STORM PP	0.30%	
STS-24	TYPE 6	92.50	STS-25	78.35' E	78.35' N	25.99'	30" HP STORM PP	0.30%	
STS-25	TYPE 6	92.50	STS-28	86.48' W	78.28' E	232.49'	36" HP STORM PP	0.30%	
STS-26	TYPE 6	91.50	STS-25	87.42' E	87.42' E	319.20'	18" HP STORM PP	0.30%	
STS-27	TYPE 6	91.50	STS-26	87.50' N	87.50' N	25.99'	15" HP STORM PP	0.30%	
STS-28	EXISTING MH	95.33		77.58' W					

SYMBOLS FOR PROPOSED IMPROVEMENTS

- STORM STRUCTURE (SEE SCHEDULE FOR STRUCTURE TYPE)
- DRAINAGE DIVIDE
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED STORM SEWER PIPING
- EXISTING STORM SEWER PIPING
- MATCH EXISTING GRADE
- SLOPE ARROW
- DRAINAGE STRUCTURE INDICATOR
- ALTERNATE FOUNDATION DESIGN, DEPTH 12" BELOW GRADE SHOWN (ALL OTHER FOUNDATIONS 18" BELOW FINISHED GRADE)
- PROPOSED CONTOUR
- EXISTING CONTOUR
- (1) - 4" STEP W/ 20' GARAGE SLOPED @ 2%
- (1) - 8" STEP W/ 20' GARAGE SLOPED @ 2%
- (2) - 8" STEPS W/ 20' GARAGE SLOPED @ 2%

VERTICAL DATUM:

ALL ELEVATIONS ARE BASED ON 1922 VERTICAL DATUM

NOTES:

- ALL SITE WORK SHOWN SHALL BE CONSTRUCTED BY GENERAL CONTRACTOR.
- SQA DENSITY TESTING, SUBSURFACE INVESTIGATIONS AND ALL OTHER GEOTECHNICAL ACTIVITY OUSIDE SHALL BE SUPERVISED AND CERTIFIED BY A PROFESSIONAL GEOTECHNICAL ENGINEER.

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #6902

JOB #:
10058

DATE: May 13, 2019

DESIGNER: RD

CHECKED: FAP

PRJ. MGR: FAP

RECORD DRAWING

THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED EXISTING DATA. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING RECORD DRAWING AND HAS FOUND NO APPARENT DISCREPANCIES. THE ENGINEER HAS NOT CONDUCTED ANY FIELD VERIFICATION OF THE EXISTING RECORD DRAWING. THE ENGINEER HAS NOT CONDUCTED ANY FIELD VERIFICATION OF THE EXISTING RECORD DRAWING. THE ENGINEER HAS NOT CONDUCTED ANY FIELD VERIFICATION OF THE EXISTING RECORD DRAWING.

NO. DATE

REVISIONS

NORTH MEWS AT AVIAN POINTE
AT
AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

GRADING PLAN
NORTH

201 S. BUNNY AVE.
ORLANDO, FL
(407) 896-3317
WWW.FA.PE.COM

AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

CERTIFICATE OF AUTHORIZATION #26065

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #6902

DATE: May 13, 2019

DESIGNER: RD

CHECKED: FAP

PRJ. MGR: FAP

JOB #:
10058

AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

GRADING PLAN
NORTH

201 S. BUNNY AVE.
ORLANDO, FL
(407) 896-3317
WWW.FA.PE.COM

AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

CERTIFICATE OF AUTHORIZATION #26065

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #6902

DATE: May 13, 2019

DESIGNER: RD

CHECKED: FAP

PRJ. MGR: FAP

JOB #:
10058

AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

GRADING PLAN
NORTH

201 S. BUNNY AVE.
ORLANDO, FL
(407) 896-3317
WWW.FA.PE.COM

AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

CERTIFICATE OF AUTHORIZATION #26065

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #6902

DATE: May 13, 2019

DESIGNER: RD

CHECKED: FAP

PRJ. MGR: FAP

JOB #:
10058

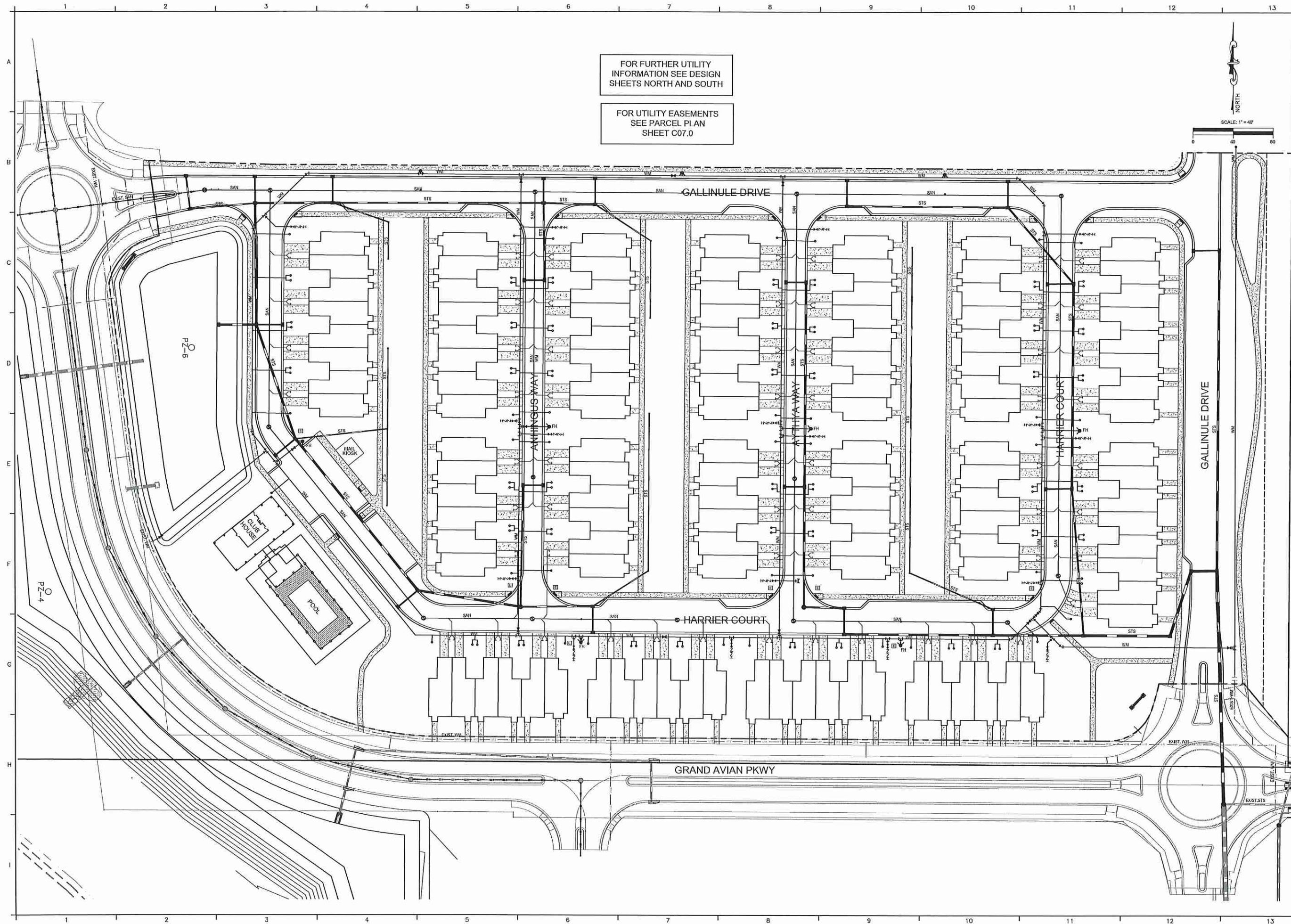
AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

GRADING PLAN
NORTH

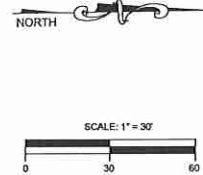
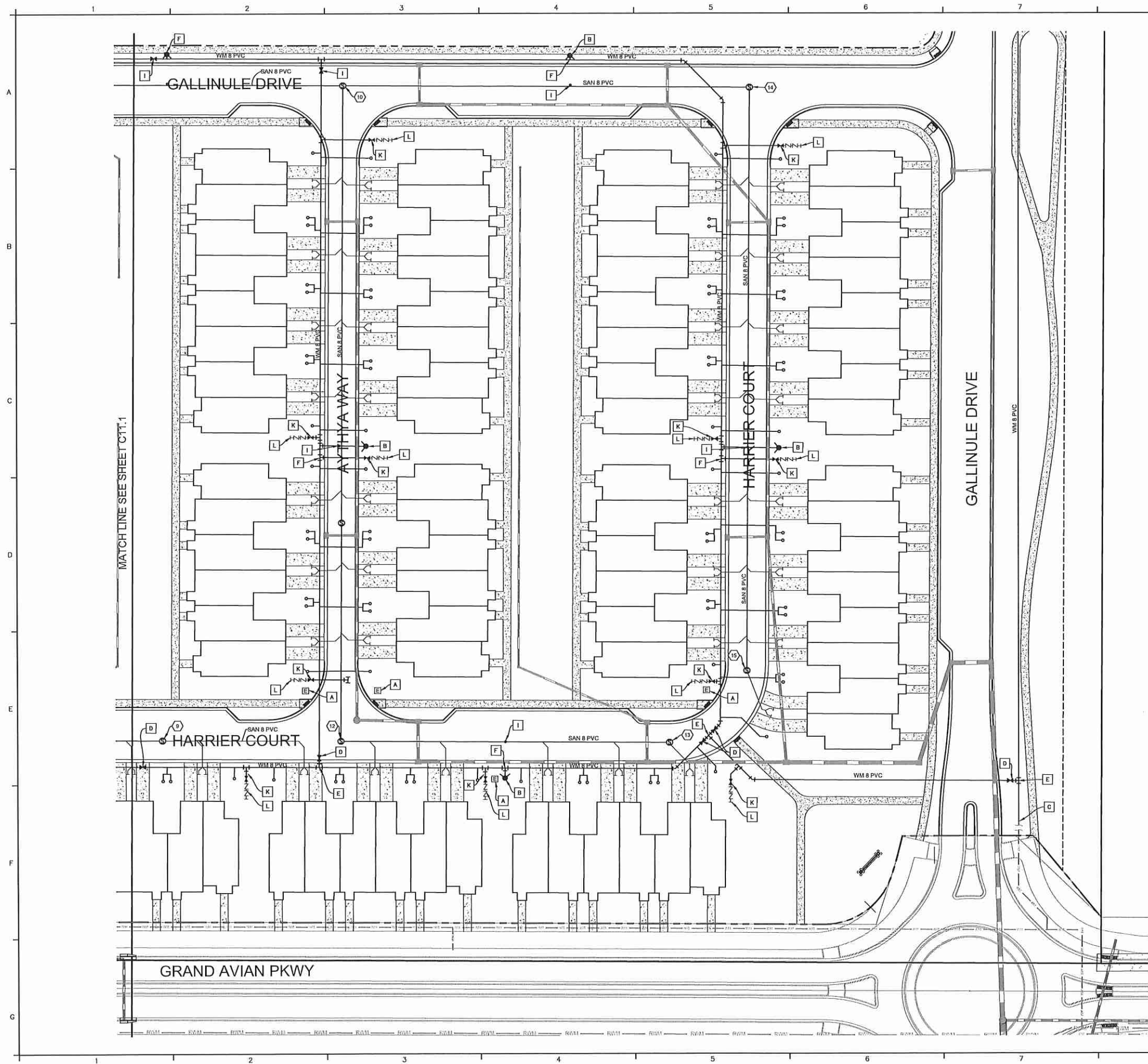
201 S. BUNNY AVE.
ORLANDO, FL
(407) 896-3317
WWW.FA.PE.COM

AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811

CERTIFICATE OF AUTHORIZATION #26065



NV5 201 S. BUNBY AVE. ORLANDO, FL (407) 866-3317 WWW.NV5.COM	MASTER UTILITY PLAN	RECORD DRAWING THIS RECORD DRAWING IS BASED ON THE DESIGNER'S BEST LIMITED RECORD OF FIELD OBSERVATIONS DURING CONSTRUCTION. A RECORD OF FIELD OBSERVATIONS DURING CONSTRUCTION IS NOT A GUARANTEE OF ACCURACY. THE DESIGNER DOES NOT WARRANT THE ACCURACY OF THE RECORD DRAWING. THE RECORD DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE DESIGNER.	DATE: May 13, 2019	
			REVISIONS	
NORTH MEWS AT AVIAN POINTE AT AVIAN POINTE PARCEL B-1 CITY OF APOPKA, FLORIDA 32811 FOR APOPKA CLEAR LAKE INVESTMENTS, LLC		JOB # 16036 P.E. # 16036 DESIGNER: RD CHECKED: FAP		
C10.0		DATE: May 13, 2019		



SANITARY SEWER SCHEDULE							
STRUCTURE NUMBER	STRUCTURE TYPE	RIM ELEV.	DOWNSTREAM STRUCTURE	INVERTS IN	INVERTS OUT	DOWNSTREAM PIPE LENGTH	PIPE SIZE/ MATERIAL SLOPE
SAN-1	EXISTING TYPE I MH	78.28		69.21' N			
SAN-2	TYPE I MH	77.63	SAN-1	71.30' N 69.57' E	69.47' S	65.05'	8" PVC 0.40%
SAN-3	TYPE I MH	77.35	SAN-2	70.61' NE	70.51' W	235.47'	8" PVC 0.40%
SAN-4	TYPE I MH	78.95	SAN-3	71.69' N	71.59' SW	244.84'	8" PVC 0.40%
SAN-5	* TYPE I MH	80.55	SAN-2	77.63' N 72.46' E	72.36' S	263.00'	8" PVC 0.40%
SAN-6	TYPE I MH	79.23	SAN-5		73.59' W	283.99'	8" PVC 0.40%
SAN-7	TYPE I MH	80.48	SAN-4	72.23' N	72.12' S	108.07'	8" PVC 0.40%
SAN-9	TYPE I MH	84.00	SAN-7		72.81' S	144.27'	8" PVC 0.40%
SAN-10	TYPE I MH	85.67	SAN-5	78.17' N 78.17' E	78.07' S	269.00'	8" PVC 0.40%
SAN-11	TYPE I MH	85.81	SAN-10	79.40' E	79.30' W	283.41'	8" PVC 0.40%
SAN-12	* TYPE I MH	87.18	SAN-11	83.49' N	79.97' W	141.64'	8" PVC 0.40%
SAN-13	TYPE I MH	92.87	SAN-12		89.06' S	213.00'	8" PVC 2.59%
SAN-14	TYPE I MH	92.14	SAN-10	79.33' E	79.23' S	263.00'	8" PVC 0.40%
SAN-15	TYPE I MH	93.11	SAN-14		80.64' W	378.28'	8" PVC 0.40%

* PROPOSED TYPE I OUTSIDE DROP MANHOLE

VERTICAL DATUM:

ALL ELEVATIONS ARE BASED ON NGVD 1929 VERTICAL DATUM

UTILITY LEGEND

- A ELECTRICAL TRANSFORMER PAD, REFER TO PLANS BY DUKE ENERGY FOR FINAL LOCATIONS.
- B FIRE HYDRANT ASSEMBLY. (SEE DETAIL 3, SHEET C12.0)
- C TIE INTO EXISTING 8" WATERMAIN
- D 8" GATE VALVE (SEE DETAIL 6, SHEET C12.0)
- E 8" TEE
- F 8"x6" TEE
- G 2" BLOWOFF VALVE (SEE DETAIL 8, SHEET C12.0)
- H IRRIGATION POINT OF CONNECTION
- I BLUE RPM
- J 2" BLOW OFF
- K 2" GATE VALVE (POINT OF SERVICE)
- L 2" DDCVA BACKFLOW W/ MOUNTED FDC AND DOLE FREEZE PROTECTION VALVE (BY FIRE CONTRACTOR) SEE FIRE SPRINKLER PLANS FOR CONTINUATION

SYMBOL LEGEND:

- SINGLE POTABLE/FIRE WATER SERVICE (SEE DETAIL 9, SHEET C12.0)
- DOUBLE POTABLE/FIRE WATER SERVICE (SEE DETAIL 9, SHEET C12.0)
- SINGLE SANITARY SEWER SERVICE (SEE DETAIL 6, SHEET C13.0)
- DOUBLE SANITARY SEWER SERVICE (SEE DETAIL 6, SHEET C13.0)

FOR UTILITY EASEMENTS
SEE PARCEL PLAN
SHEET C07.0

201 S. BUMBY AVE.
ORLANDO, FL
(407) 866-3317
WWW.NV5.COM

NV5

CERTIFICATE OF AUTHORIZATION # 29095

UTILITY PLAN
NORTH

AVIAN POINTE PARCEL B-1
CITY OF APOPKA, FLORIDA 32811
FOR
APOPKA CLEAR LAKE INVESTMENTS, LLC

DATE: MAY 13, 2019

NOT FOR CONSTRUCTION

RECORD DRAWING

RECORD DRAWING IS BASED ON THE RECORDS OF THE CITY OF APOPKA, FLORIDA. THE RECORDS OF THE CITY OF APOPKA, FLORIDA, ARE THE ONLY RECORDS THAT THE CITY OF APOPKA, FLORIDA, HAS ON FILE. THE RECORDS OF THE CITY OF APOPKA, FLORIDA, ARE THE ONLY RECORDS THAT THE CITY OF APOPKA, FLORIDA, HAS ON FILE. THE RECORDS OF THE CITY OF APOPKA, FLORIDA, ARE THE ONLY RECORDS THAT THE CITY OF APOPKA, FLORIDA, HAS ON FILE.

ENGINEER
FRANKA PORTER P.E.
FL LIC. #89092

DATE: MAY 13, 2019

DESIGNER: RID

CHECKED: FAP

NO. DATE

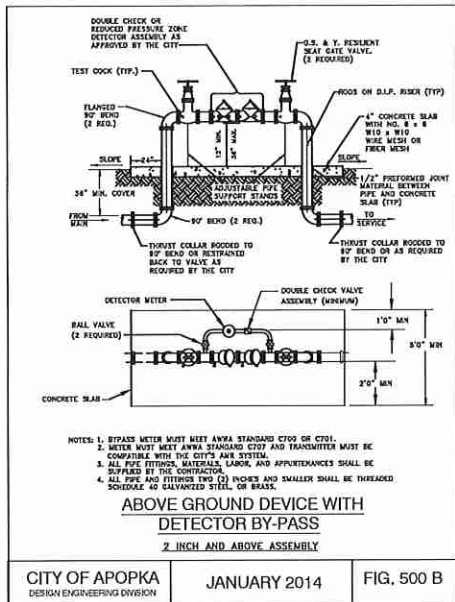
REVISIONS

JOB # 16058

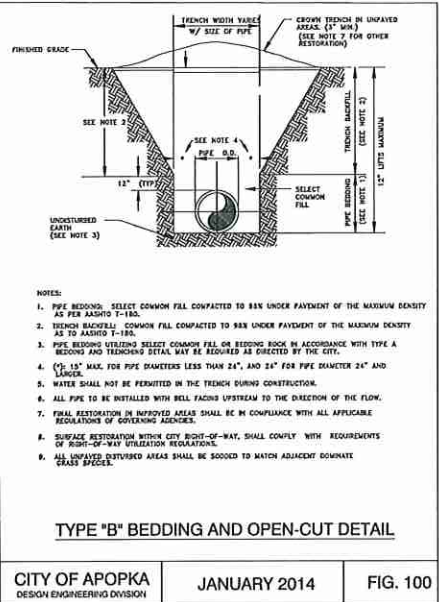
PRJ. MGR: FAP

DESIGNER: RID

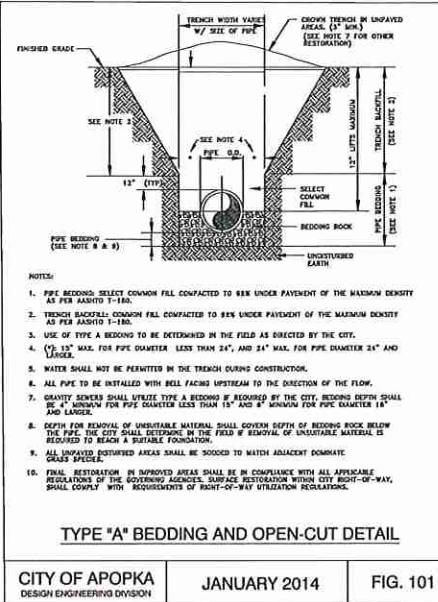
CHECKED: FAP



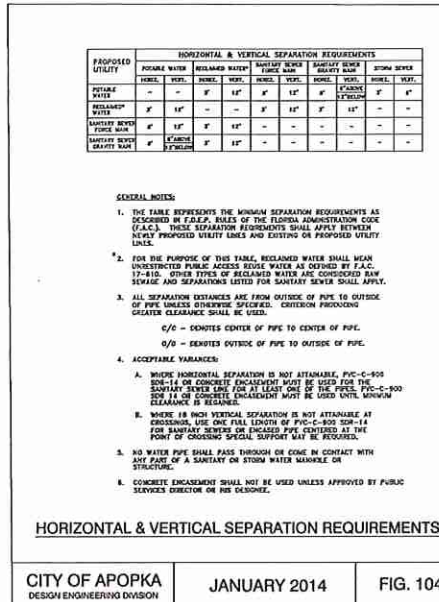
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 500 B



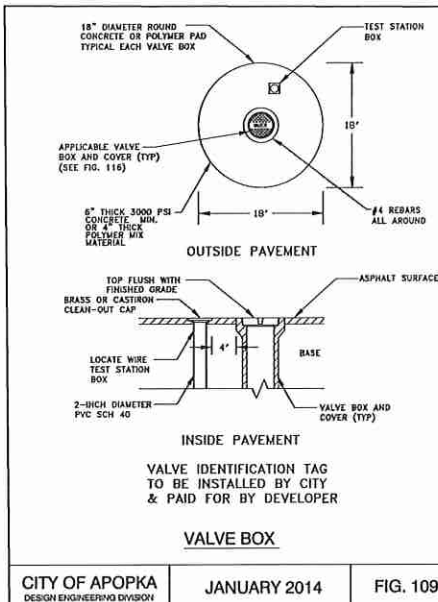
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 100



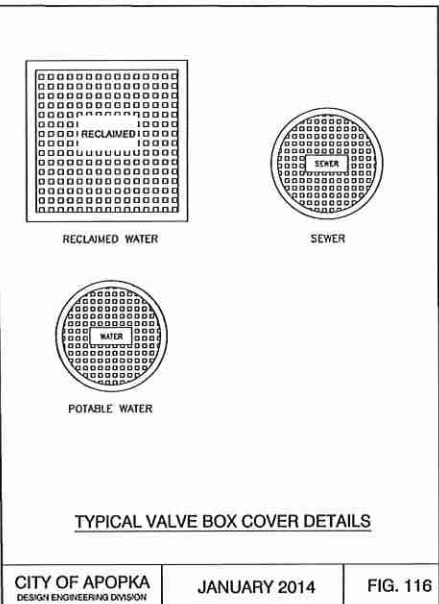
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 101



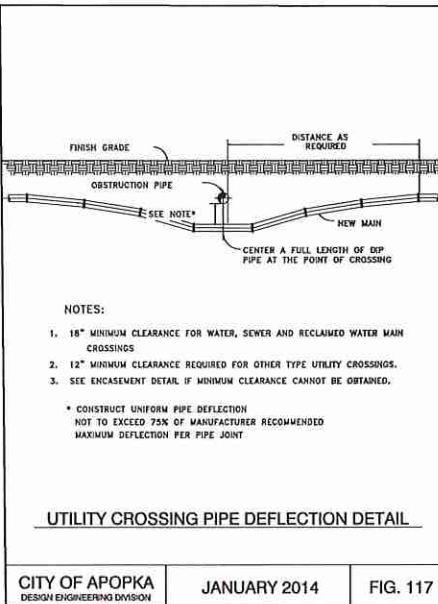
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 104



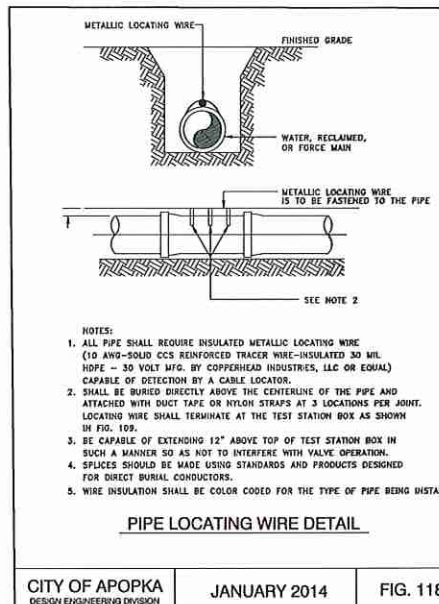
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 109



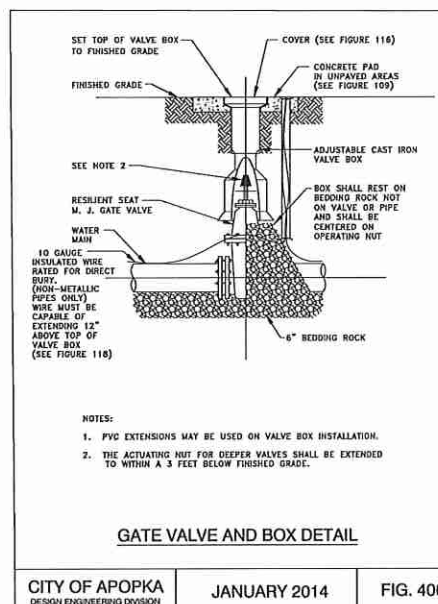
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 116



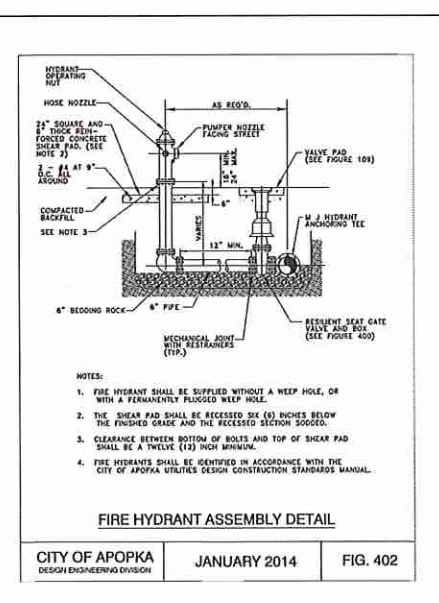
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 117



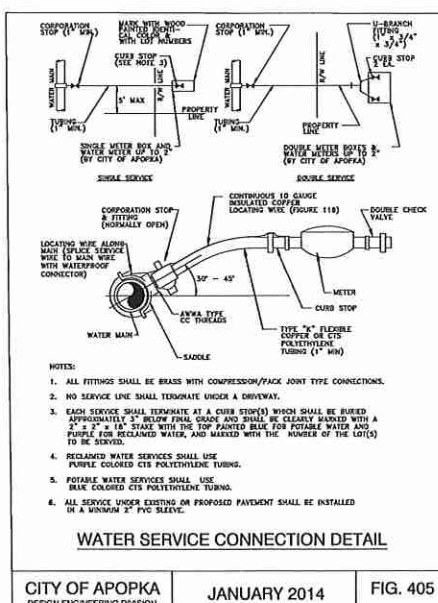
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 118



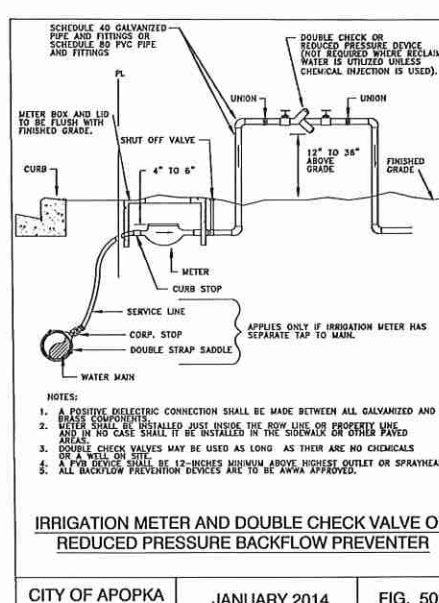
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 400



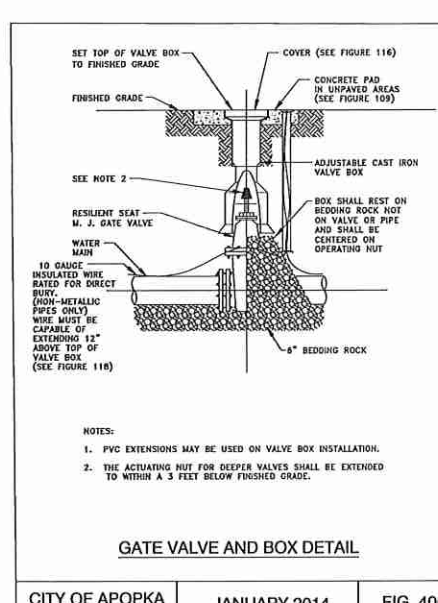
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 402



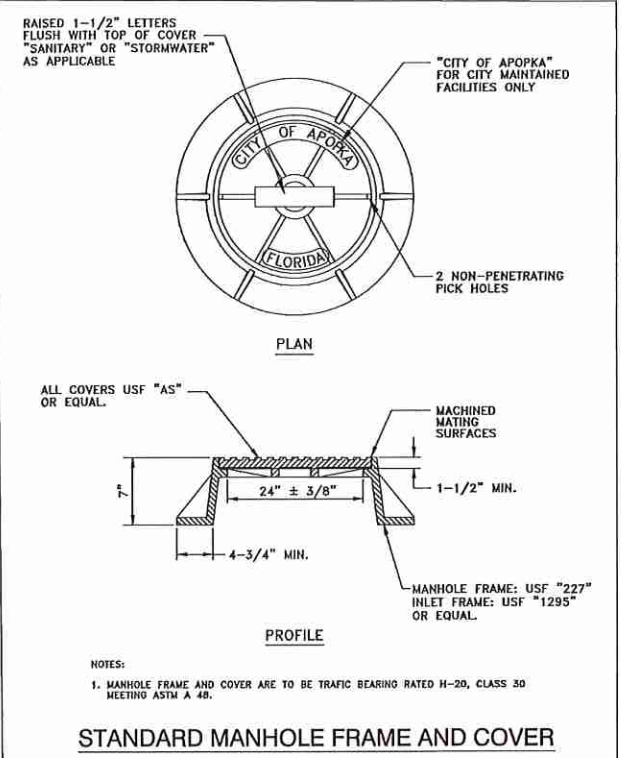
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 405



CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 502



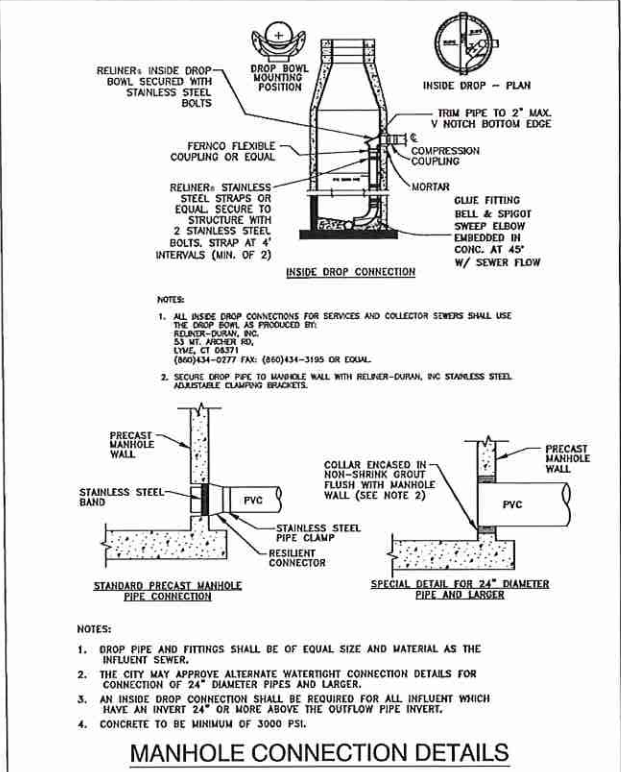
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2014
FIG. 400



CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

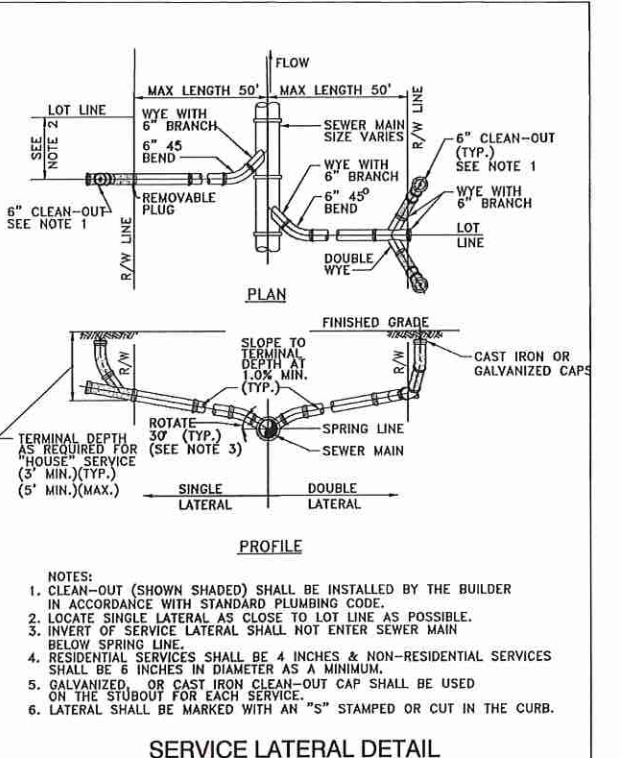
FIG. 202



CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

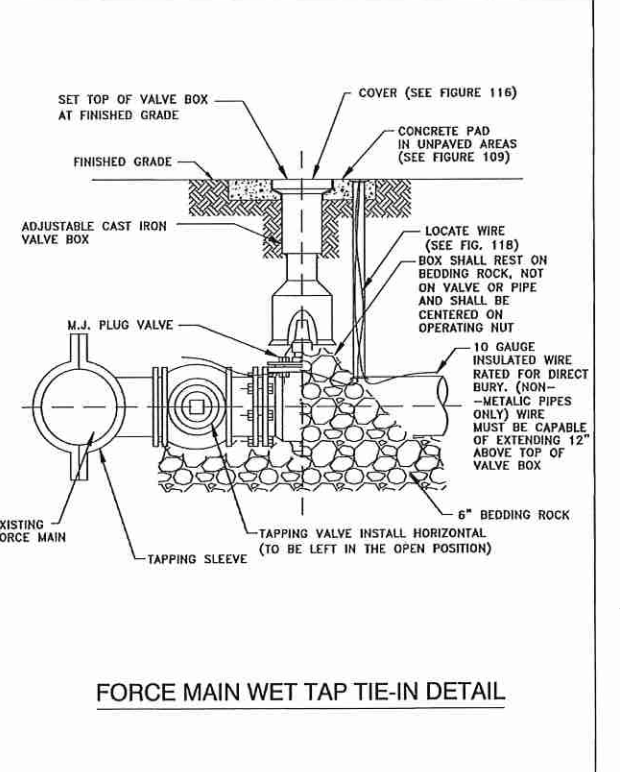
FIG. 201



CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 204

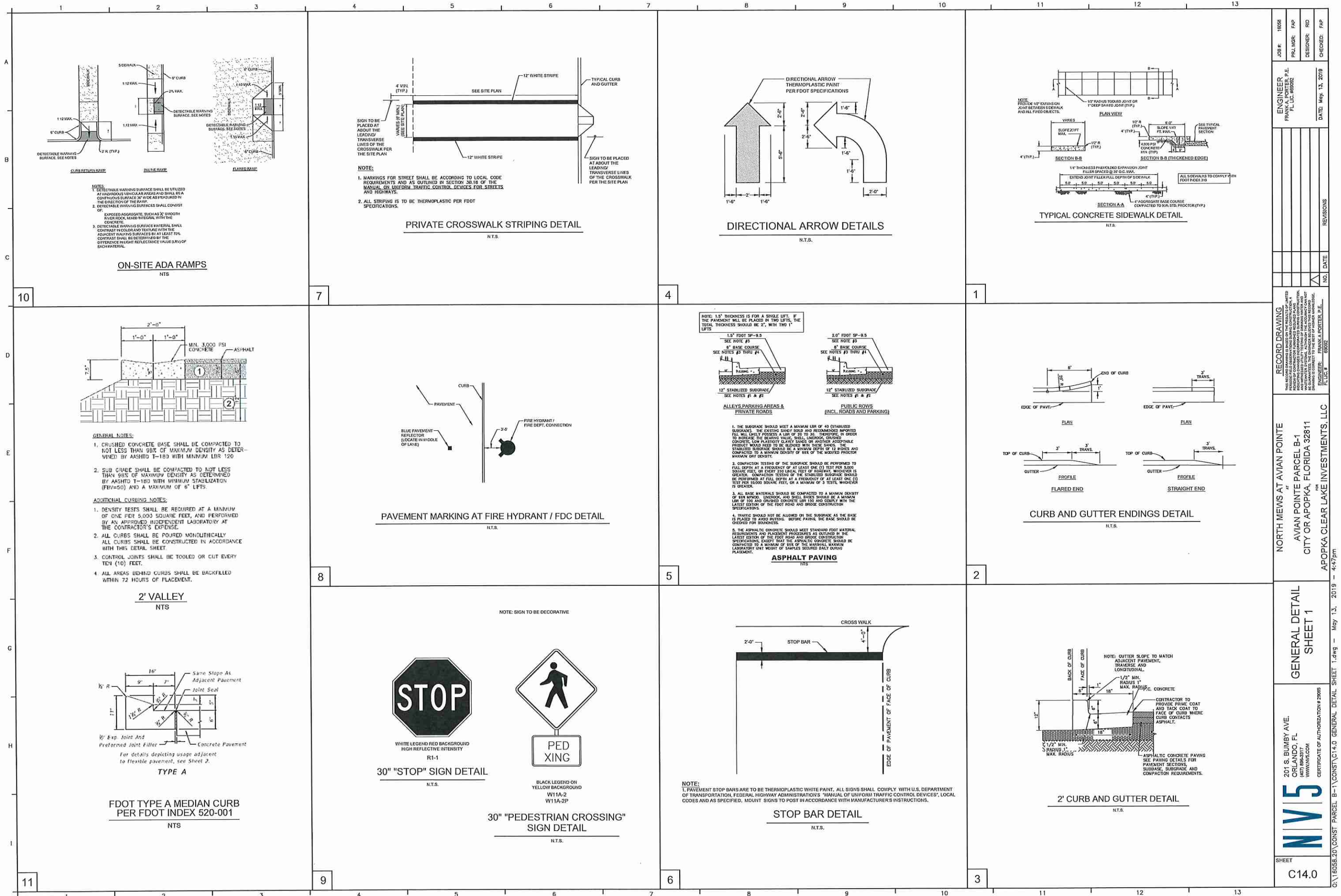


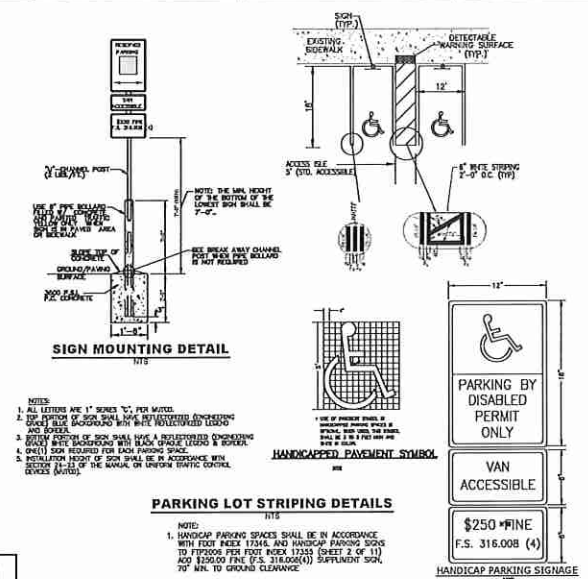
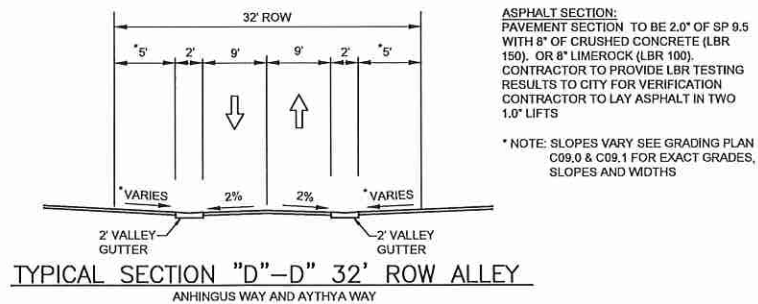
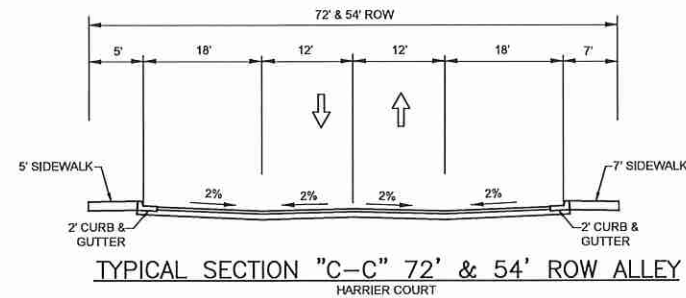
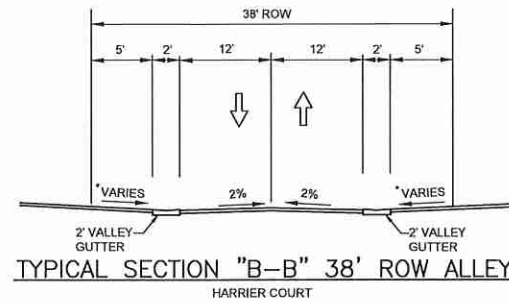
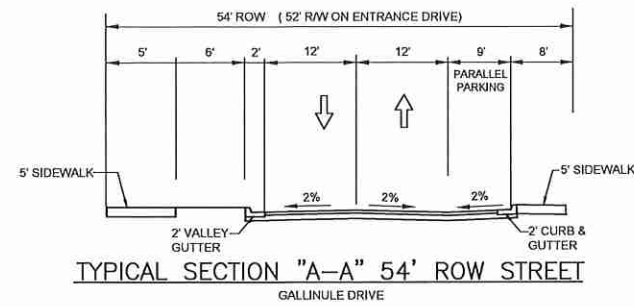
CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 206

NORTH MEWS AT AVIAN POINTE AT AVIAN POINTE PARCEL B-1 CITY OF APOPKA, FLORIDA 32811 FOR APOPKA CLEAR LAKE INVESTMENTS, LLC		RECORD DRAWING THIS RECORD DRAWING IS BASED ON THE RESULTS OF A LIMITED SURVEY OF THE EXISTING CONDITIONS. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THE ACCURACY OF THE INFORMATION AND TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.		ENGINEER: FRANK A. PORTER, P.E. FL LIC. # 69692		DATE: MAY 13, 2019	
SANITARY DETAILS		NO.		DATE		REVISIONS	
201 S. BUNBY AVE. ORLANDO, FL (407) 894-3317 WWW.NV5.COM		△					
CERTIFICATE OF AUTHORIZATION # 29065							
SHEET							
C13.0							





 201 S. BUNBY AVE. ORLANDO, FL (407) 896-3317 WWW.NV5.COM CERTIFICATE OF AUTHORIZATION # 29695	GENERAL DETAIL SHEET 2	60356.20 CONST. PARCEL B-1 - CONST. C15.0 GENERAL DETAIL SHEET 2.dwg — May 13, 2019 — 4:14:47pm	NORTH MEWS AT AVIAN POINTE AT AVIAN POINTE PARCEL B-1 CITY OF APOPKA, FLORIDA 32811 for APOPKA CLEAR LAKE INVESTMENTS, LLC	RECORD DRAWING THIS RECORD DRAWING IS BASED ON THE RESULTS OF A LIMITED REVIEW OF CONTRACTOR SUBMITTED ASSIGNED PLANS, SPECIFICATIONS, AND APPROPRIATE UTILITY TYPING OF EXISTING WATER MAINS. IT IS QUANTIFIED, THE ENGINEER BELIEVES THE RECORD DRAWING IS CORRECT.	ENGINEER: FRANK A. PORTER, P.E. FLUC. # 69692	NO. DATE △	REVISIONS	ENGINEER: FRANK A. PORTER, P.E. FLUC. # 69692	DESIGNER: PJP	DATE: May 13, 2019	CHECKED: PJP	PRJ. MGR: PJP	DESIGNER: PJP	JOB #:	16058
	ENGINEER	FRANK A. PORTER, P.E. FLUC. # 69692	DESIGNER: PJP	DATE: May 13, 2019	CHECKED: PJP	PRJ. MGR: PJP	DESIGNER: PJP	JOB #:	16058						

LEGAL DESCRIPTION PER TITLE COMMITMENT:

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 2632.98 FEET TO A FOUND 4X4 CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 02 SECONDS EAST A DISTANCE OF 100 FEET; THENCE RUN NORTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 1316.28 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 54 SECONDS EAST A DISTANCE OF 1551.76 FEET; THENCE RUN SOUTH 00 DEGREES 26 MINUTES 18 SECONDS WEST A DISTANCE OF 1312.93 FEET; THENCE RUN NORTH 89 DEGREES 53 MINUTES 02 SECONDS WEST A DISTANCE OF 332.97 FEET TO A FOUND AXLE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 1875.24 FEET; THENCE RUN NORTH 89 DEGREES 47 MINUTES 20 SECONDS WEST A DISTANCE OF 516.81 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF NORTH 54 DEGREES 41 MINUTES 55 SECONDS WEST, A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 09 SECONDS, THENCE RUN ALONG ARE OF SAID CURVE A DISTANCE OF 53.95 FEET; THENCE RUN NORTH 57 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 501.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 547.96 FEET, A CHORD BEARING OF NORTH 39 DEGREES 16 MINUTES 28 SECONDS WEST, A CENTRAL ANGLE OF 35 DEGREES 56 MINUTES 07 SECONDS, THENCE RUN ALONG ARC OF SAID CURVE A DISTANCE OF 343.68 FEET; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST A DISTANCE OF 131.12 FEET; THENCE RUN NORTH 00 DEGREES 24 MINUTES 43 SECONDS WEST A DISTANCE OF 1311.51 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A TRACT OF LAND LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE ABOVE-REFERENCED SECTION 7 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°47'20" EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1024.58 FEET TO A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH SECTION LINE, RUN NORTH 00°12'40" EAST, 274.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 30°33'31", AN ARC LENGTH OF 162.67 FEET, A CHORD LENGTH OF 160.75 FEET, AND A CHORD BEARING OF NORTH 15°04'06" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 22°15'56", AN ARC LENGTH OF 95.21 FEET, A CHORD LENGTH OF 94.61 FEET, AND A CHORD BEARING OF NORTH 19°12'53" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 34°15'29", AN ARC LENGTH OF 182.36 FEET, A CHORD LENGTH OF 179.66 FEET AND A CHORD BEARING OF NORTH 25°12'40" WEST TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 597.96 FEET, A CENTRAL ANGLE OF 09°46'25", AN ARC LENGTH OF 102.00 FEET, A CHORD LENGTH OF 101.88 FEET, AND A CHORD BEARING OF NORTH 47°13'37" WEST; THENCE RUN SOUTH 89°47'20" EAST, NON-TANGENT TO SAID CURVE, 516.82 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°09'22" EAST, ALONG SAID EAST LINE, 750.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 89°47'20" WEST, ALONG SAID SOUTH SECTION LINE, 295.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT OF WAY FOR LUST ROAD AS DESCRIBED IN RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 521, PAGE 280; AND RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 538, PAGE 604, AS RE-RECORDED IN O.R. BOOK 554, PAGE 510, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THOSE PORTIONS DESCRIBED IN STIPULATED ORDER OF TAKING RECORDED IN O.R. BOOK 10106, PAGE 2611, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCELS 1 AND 2 TOGETHER CONTAIN 4,140,528 SQUARE FEET, OR 95.05 ACRES, MORE OR LESS.

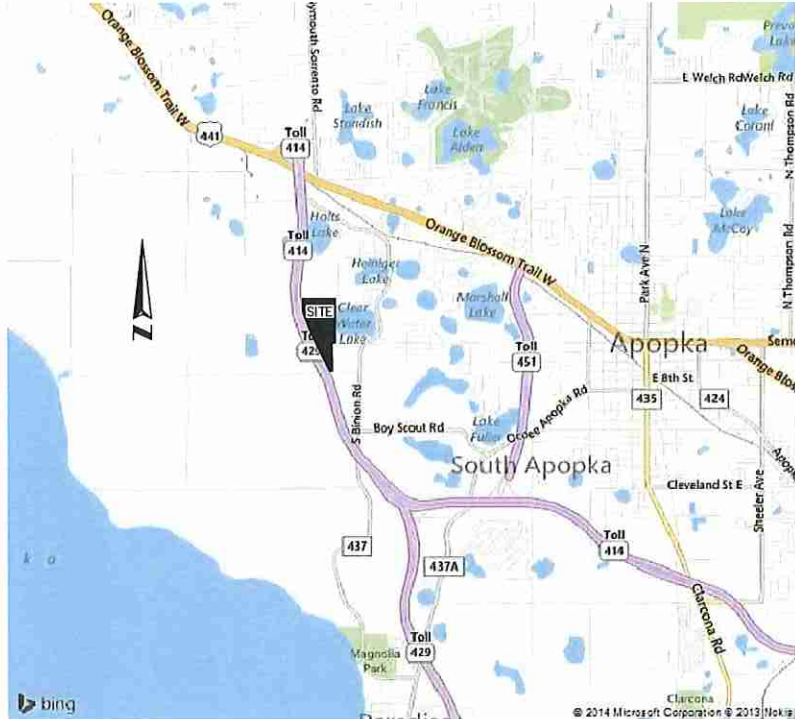
TOGETHER WITH:

PARCEL 3

The West 50.00 feet of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 7, Township 21 South, Range 28 East, Orange County, Florida, LESS the North 30.00 feet for right of way. Containing 64,045 square feet, or 1.47 acres, more or less.

SCHEDULE B-II (PARCELS 1 AND 2 EXCEPTIONS):

- Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 644, Page 396, Public Records of Orange County, Florida. Affects subject property but not graphically shown hereon.
- Easement in favor of Florida Power Corporation recorded in O.R. Book 1098, Page 562, Public Records of Orange County, Florida. Affects subject property, but there is no specified width of the easement stated.
- Easement as reserved in that certain Warranty Deed recorded in O.R. Book 1465, Page 681, Public Records of Orange County, Florida. Affects parcel 2, but easement location is not specified, and not graphically shown hereon.
- Easement in favor of Florida Power Corporation recorded in O.R. Book 1929, Page 1021, Public Records of Orange County, Florida. Affects subject property as shown hereon.
- Easement recorded in O.R. Book 2576, Page 1358, as re-recorded in O.R. Book 2668, Page 1455, Public Records of Orange County, Florida. Affects subject property as shown hereon.
- Easement recorded in O.R. Book 3231, Page 2065, Public Records of Orange County, Florida. affects subject property as shown hereon.
- Easement in favor of Florida Power Corporation recorded in O.R. Book 3832, Page 396, Public Records of Orange County, Florida. Affects subject property as shown hereon.
- Temporary Access Easement recorded in O.R. Book 8554, Page 4377, Public Records of Orange County, Florida. Affects subject property as shown hereon.
- Terms and conditions as set forth in that certain Stipulated Final Judgment recorded in O.R. Book 10254, Page 544, Public Records of Orange County, Florida. Affects subject property as shown hereon.
- Deed Restriction recorded in O.R. Book 10890, Page 4137, Public Records of Orange County, Florida. Affects subject property but not graphically shown hereon.
- Master Development Agreement (Avian Pointe) recorded in O.R. Book 10971, Page 7017, Public Records of Orange County, Florida. Affects subject property but not graphically shown hereon.
- School Mitigation Agreement for Capacity Enhancement recorded in O.R. Book 10975, Page 6395, Public Records of Orange County, Florida. Affects subject property but not graphically shown hereon.
- That certain Quitclaim Deed recorded in O.R. Book 7104, Page 1746, Public Records of Orange County, Florida, is subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S. Affects parcel 2, but not graphically shown hereon.
- Rights of Ingress, egress, light, air and view acquired by the Orlando/Orange County Expressway Authority in that certain Stipulated Order of Taking recorded in O.R. Book 10106, Page 2611, Public Records of Orange County, Florida. Affects subject property as shown hereon.



VICINITY MAP - NOT TO SCALE

SCHEDULE B SECTION II (PARCEL 3 EXCEPTIONS):

7. Subject to the terms and conditions as set forth in the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REALIGNING THE BOUNDARIES OF THE OKLAWAHA RIVER BASIN RESOLUTION NO. 653 as recorded in Official Records Book 2735, Page 539. Affects subject property but not graphically shown hereon.

LEGEND:

- | | |
|---|--------------------------------------|
| Denotes chain link fence | Denotes right-of-way |
| Denotes wall | Denotes sign |
| Denotes fire hydrant | Denotes traffic signal / control box |
| Denotes water valve | Denotes concrete power pole |
| Denotes meter box | Denotes wood power pole |
| Denotes well | Denotes guy pole |
| Denotes dirt road | Denotes overhead power |
| Denotes concrete | Denotes guy wire |
| Denotes edge of pavement with concrete curb | Denotes electric box and / riser |
| Denotes edge of pavement | Denotes light pole |
| Denotes sanitary manhole | Denotes gas marker |
| Denotes storm manhole | Denotes gas valve |
| Denotes underground drainage pipes | Denotes telephone riser |
| Denotes catch basin | Denotes mail box |
| Denotes mitered end section | Denotes gas meter |
| Denotes centerline | Denotes reinforced concrete pipe |
| Denotes set 1/2" iron rod & cap LB #6723 | Denotes corrugated metal pipe |
| | Denotes water valve |

NOTES:

Bearings shown hereon are assumed and based on the South line of the Southwest 1/4 of Section 7-21-28 as having a bearing of South 89°39'36" West.

The legal descriptions shown hereon describe the same property as described in the title commitments provided to the surveyor.

There may be easements and restrictions of record and/or private agreements not furnished to this surveyor or shown on this boundary survey that may affect property rights and/or land use rights of the subject property.

This Survey was performed with the benefit of Attorney's Title Fund Services, LLC Title Commitment fund number 252112, dated November 23, 2015 at 11:00 p.m. (Parcels 1 and 2), and Commonwealth Land Title Insurance Company Title Commitment File no. 15-171, dated July 1, 2015 at 8:00 a.m. (Parcel 3).

There may be environmental issues and/or other matters regulated by various Departments of Federal, State or Local Governments affecting the subject property not shown on this survey.

Subject property shown hereon is in Zones X, (outside the 0.2% chance of annual flooding), A, flood elevation not determined, and AE, flood elevation determined, according to Flood Insurance Rate Map number 12095CD120 F, map date September 25, 2009.

This Survey was performed for the sole and exclusive benefit of the entities listed hereon and shall not be relied upon by any other entity or individual whomsoever.

This Survey is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

Underground utilities and improvements were not located, unless shown hereon.

Parcels 1 and 2 have legal access to the Public Right of Way of Lust Road. Parcel 3 has legal access to the Public right of way of Peterson Road.

Elevations shown hereon are based on Florida Department of Transportation permanent Reference Network using a Spectra-Precision SP-80 connected to the ORL1 reference station. North American Vertical Datum 1988,

Last date of field survey: November 8, 2016.

CERTIFICATION:

The undersigned hereby certifies, as of January 7, 2016, to Silver Arch Capital Partners LLC and its successors and assigns and Tampa Law Source, P.A., as closing and title agent for Old Republic National Title Insurance Company that he is a duly registered land surveyor of the State of Florida; that this survey is made at least in accordance with the minimum standards established by said state for surveys and land surveyors and with the minimum detail requirements for land title surveys as adopted by The American Land Title Association and American Congress on Surveying and Mapping; that this survey correctly shows the location of all buildings, structures and other improvements situated on the subject premises; and that, except as shown, there are no visible easements or rights of way across said premises or any other easements or rights of way of which the undersigned has been advised, no party walls, no encroachments onto adjoining premises, streets or alleys by any of said buildings, structures or other improvements; and no encroachments onto said premises by buildings, structures or other improvements situated on adjoining premises.

James L. Riskin
Florida Licensed Professional Surveyor and Mapper #5633



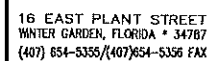
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 / (407) 654-5356 FAX

BOUNDARY AND TOPOGRAPHIC SURVEY
OF
AVIAN POINTE
SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

FOR:
MERCURY ADVISORS

DATE	REVISIONS
11/16/16	UPDATE TOPS / ADD ROUTE
12/16/16	ADD 2ND SURVEY
12/16/16	10/16/16 CORRECTIONS

JOB # 20130203
DATE: APRIL 12, 2014
SCALE: 1 INCH = 100 FEET
CALC BY: EET
FIELD BY: SA/CO/AB
DRAWN BY: EET/RY
CHECKED BY: AR



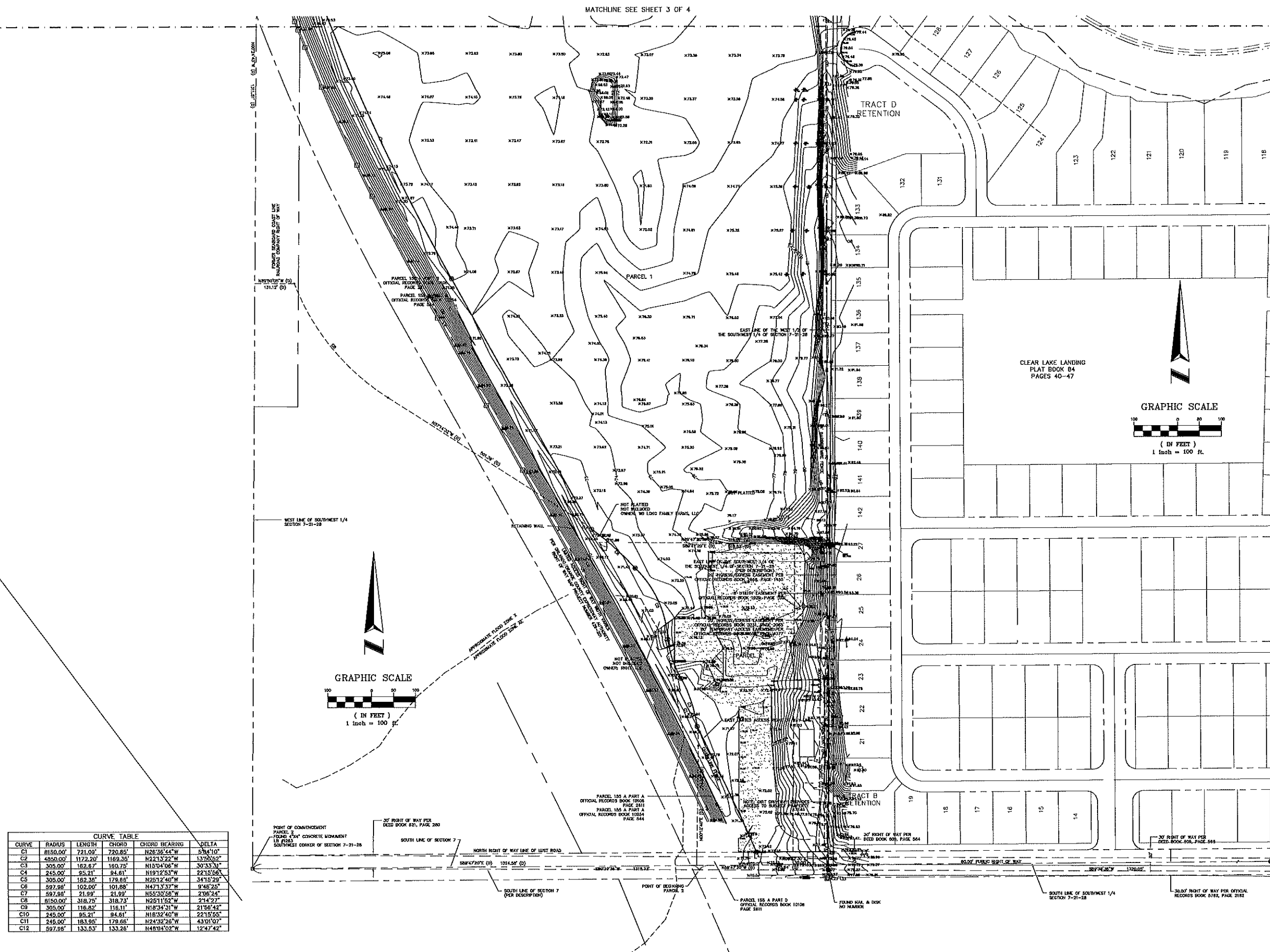
BOUNDARY AND TOPOGRAPHIC SURVEY
OF
AVIAN POINTE
SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

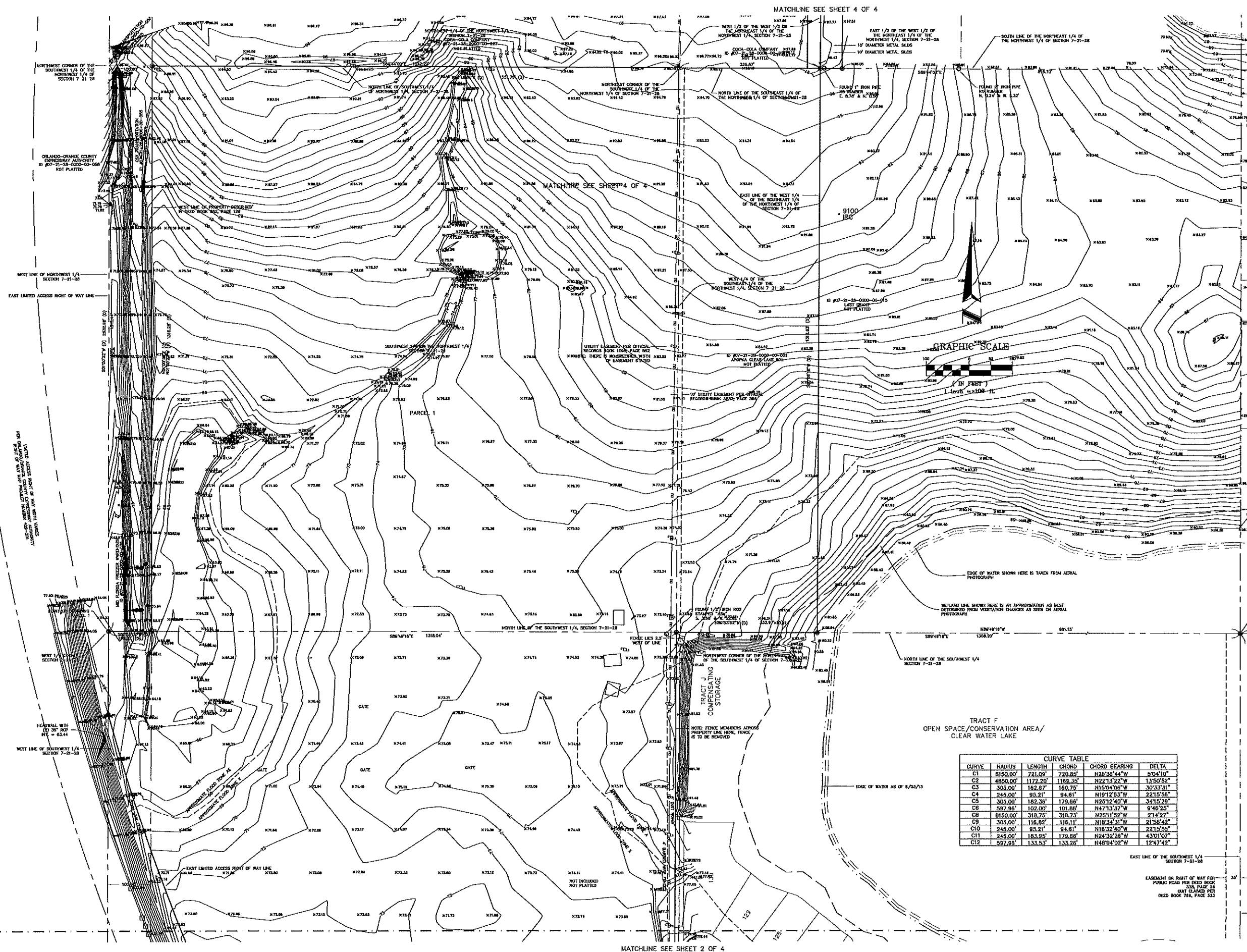
FOR:
MERCURY ADVISORS

[illegible]

JOB # _____ 20130203
DATE: _____ APRIL 17, 2014
SCALE: _____ 1 INCH = 100 FEET
CALC BY: _____ EGT
FIELD BY: _____ BA/EO/BB
DRAWN BY: _____ EGT/BJ
CHECKED BY: _____ JR

SHEET 2 OF 4





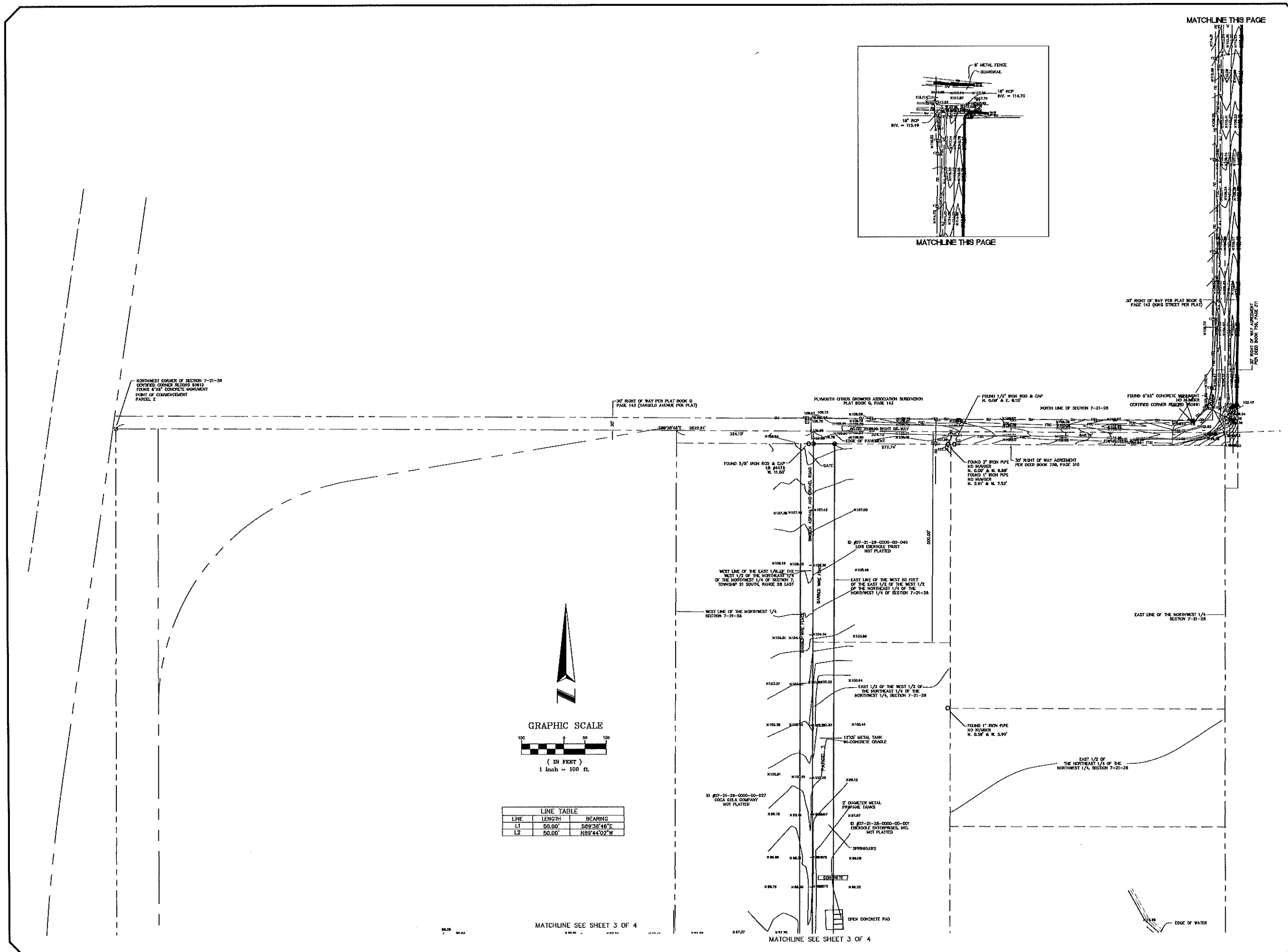
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA * 34787
(407) 654-5355/(407)654-5355 FAX

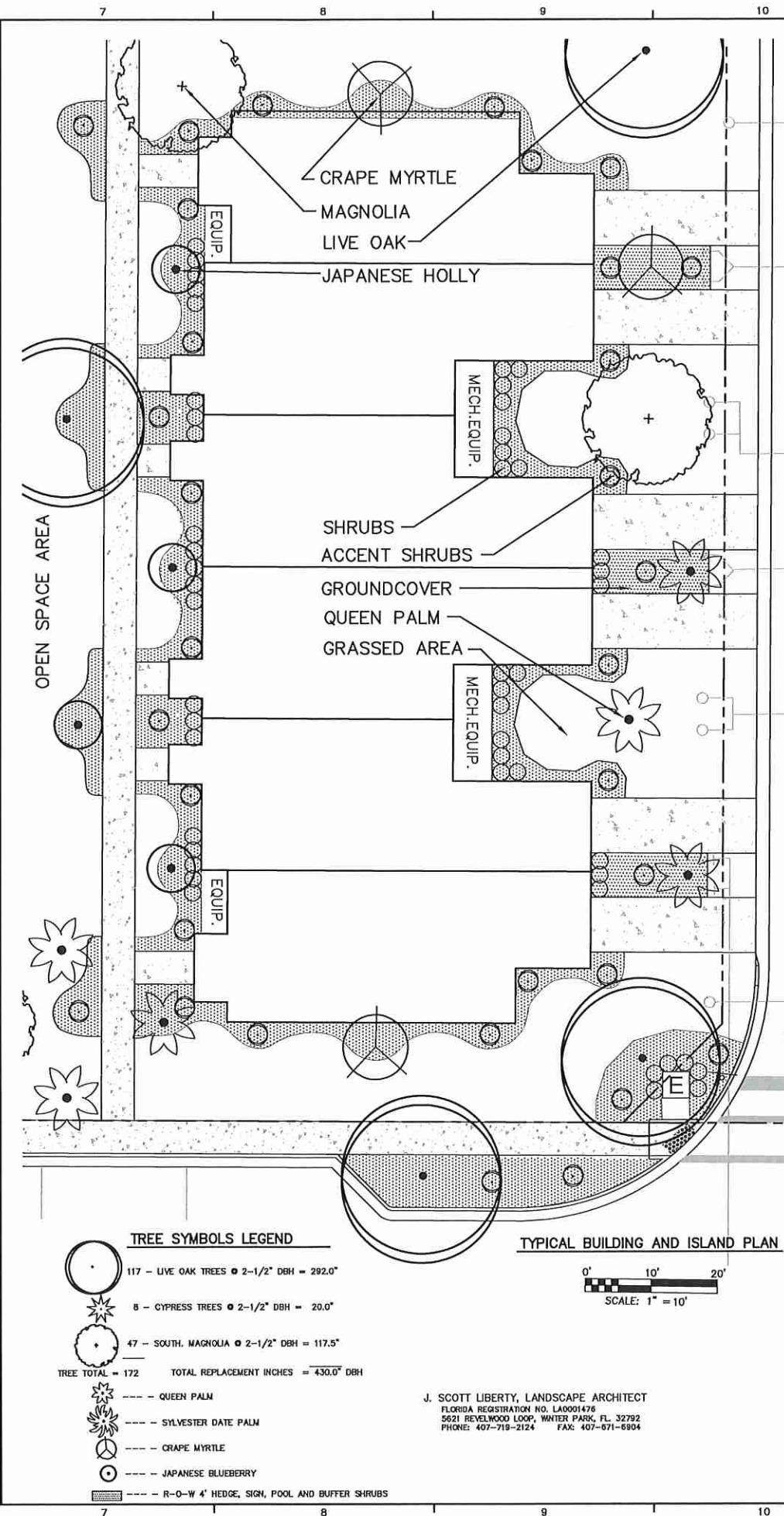
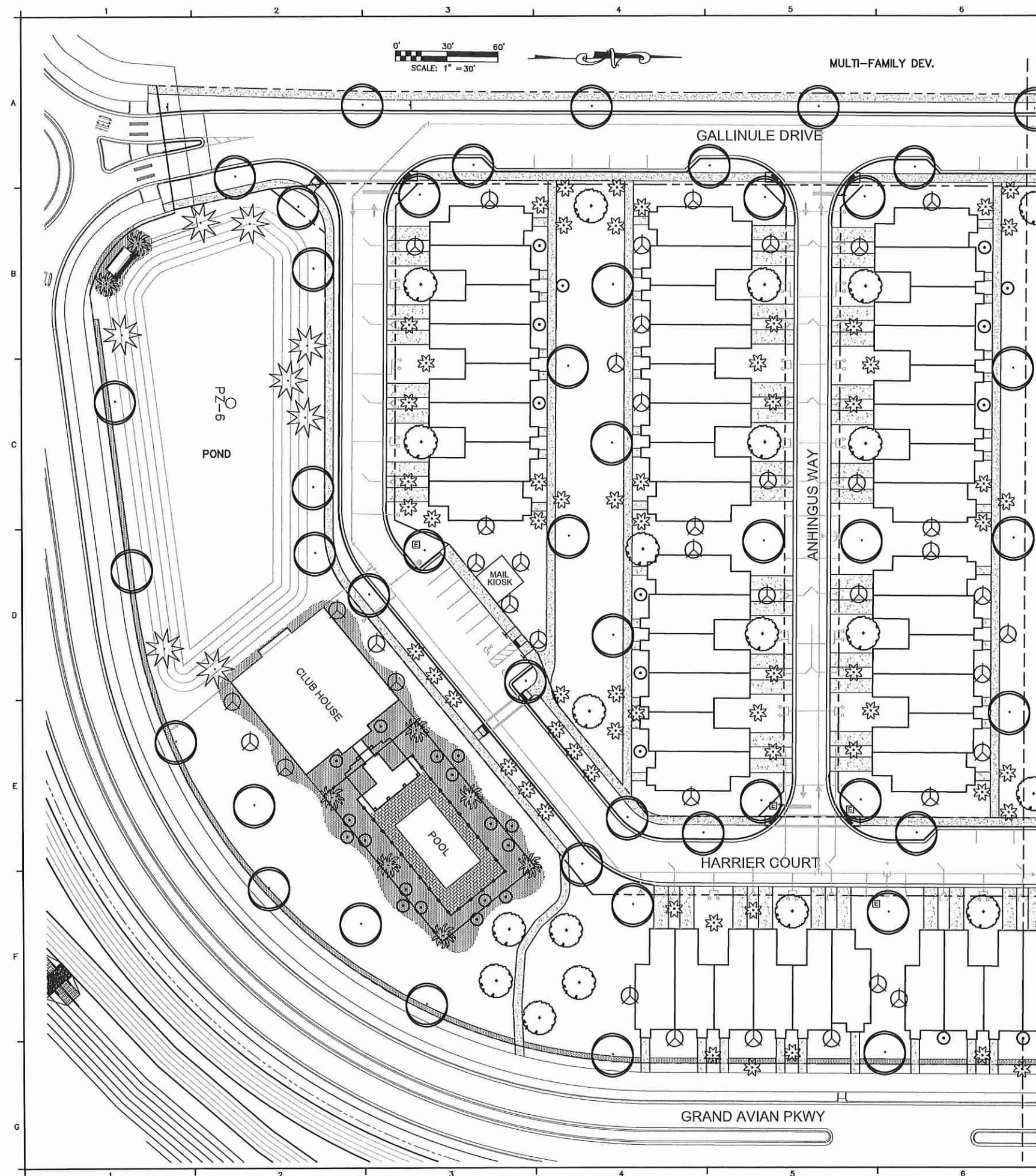
BOUNDARY AND TOPOGRAPHIC SURVEY
OF
AVIAN POINTE
SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

FOR:
MERCURY ADVISORS

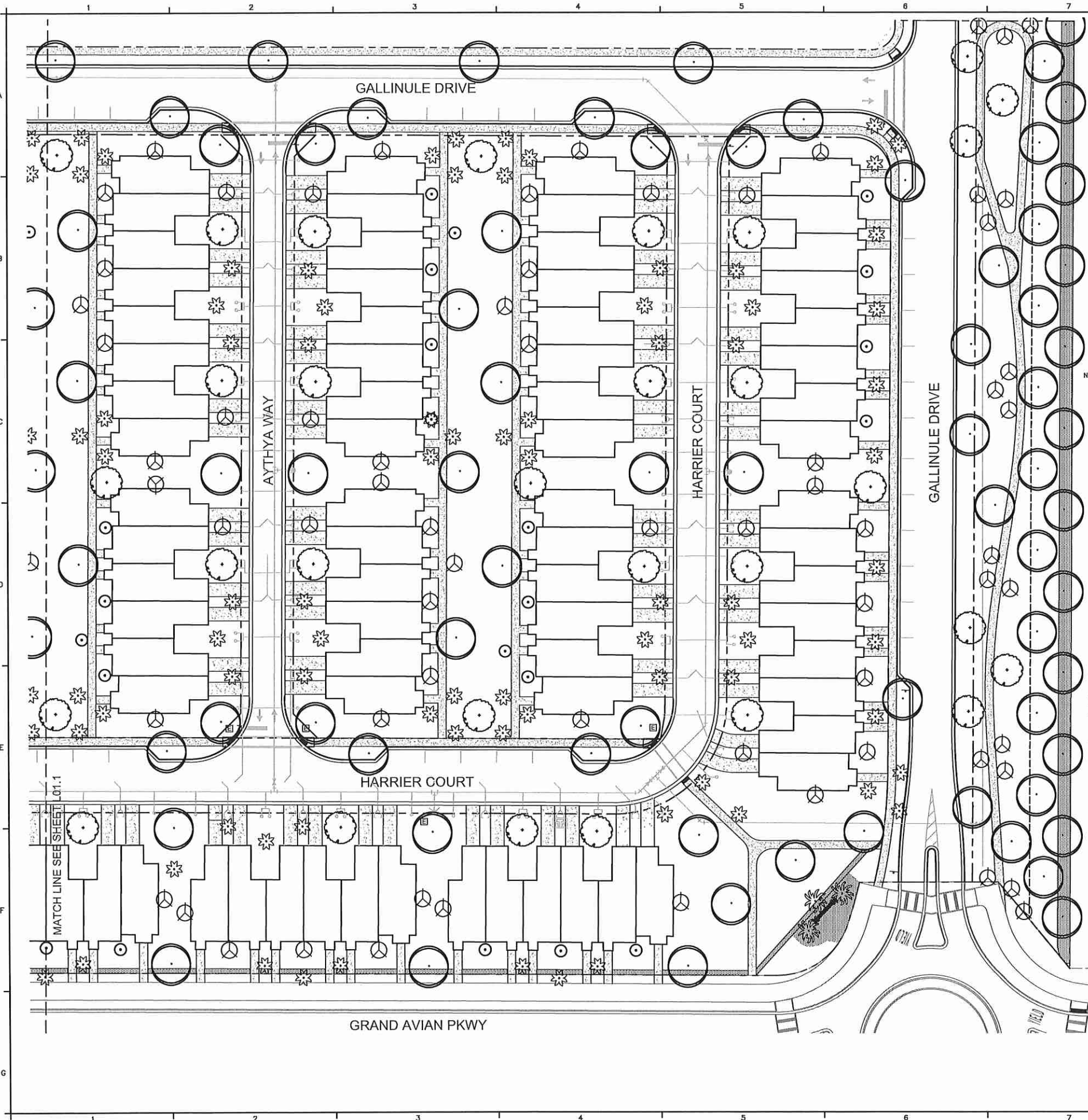
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	6150.00'	721.09'	720.85'	N26°56'44"W	59°04'10"
C2	4650.00'	1172.20'	1168.35'	N221°12'21"W	130°50'52"
C3	3053.00'	182.67'	180.75'	N15°03'40"W	22°15'56"
C4	245.00'	91.81'	91.64'	N19°12'35"W	24°15'56"
C5	305.00'	168.18'	168.00'	N25°12'40"W	31°45'29"
C6	597.85'	102.00'	101.85'	N47°13'37"W	9°46'25"
C8	8150.00'	316.72'	316.57'	N15°03'40"W	22°15'56"
C9	1165.00'	180.00'	178.11'	N18°34'31"W	21°58'42"
C10	245.00'	95.21'	94.81'	N18°32'40"W	21°58'42"
C11	245.00'	183.95'	179.56'	N24°34'28"W	43°01'07"

JOB # _____ 20170203
DATE: _____ APRIL 17, 2014
SCALE: _____ 1 INCH = 100 FEET
CALC BY: _____ EGT
FIELD BY: _____ SA/CO/KB
DRAWN BY: _____ EGT/DY
CHECKED BY: _____ JR





ENGINEER	FRANK A. PORTER, P.E.	DATE	APR. 02, 2019
PREPARED BY	FL LIC #00552	CHECKED BY	JSL
DESIGNED BY	JSL	NO.	DATE
REVISIONS			
RECORD DRAWING THIS DRAWING IS BASED ON THE RESULTS OF A VISUAL SURVEY OF THE SITE. IT DOES NOT REPRESENT A PHYSICAL SURVEY. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS DRAWING. ENGINEER: FRANK A. PORTER, P.E. FL LIC # 69952			
NORTH MEWS AT AVIAN POINTE AVIAN POINTE PARCEL B-1 CITY OF APOPKA, FLORIDA 32811 APOPKA CLEAR LAKE INVESTMENTS, LLC			
LANDSCAPE PLAN SOUTH			
201 S. BUMBY AVE. ORLANDO, FL WWW.NV5.COM NV5 CERTIFICATE OF AUTHORIZATION # 2005			
SHEET L01.1			



CITY OF APOPKA LANDSCAPE ORDINANCE 2069 REQUIREMENTS

Landscaping and Irrigation plan shall be in compliance with "Water Use Ordinance 2069" and consistent with Section 5.01 of the LDC. Irrigation system is to be designed with pop-up type devices only; risers are not allowed.

Irrigation zones must be divided according to: a. Available flow rate b. Vegetated groupings c. Sprinkler types d. Soil characteristics

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: (11.39 AC) 496,233 SF/8,000 = 62 TREES

8 SHADE TREES PROVIDED FOR 46 PARKING SPACES @ 1 PER 6 SPACES.

582 LF 25" WIDE NORTH BUFFER: 14,550 SF/1,000 = 15 X 3.5" = 53.0" DBH REQUIRED, 53.0" DBH PROVIDED BY 22-QV, 25" OC.

NORTH BUFFER LANDSCAPING: 3,638 SF (25% OF BUFFER) REQUIRED AND PROVIDED IN 6.25' WIDE PLANTING BED.

TREE REPLACEMENT DATA:

TOTAL SITE CLEARING AREA = 496,233 SF. (11.39 AC)

SPECIMEN TREE CHART (24" OR GREATER DBH)

TOTAL NO.	TOTAL CALIPER	REMOVE	REMAIN
NO.	CALIPER	NO.	CALIPER
---	---	---	---

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

TOTAL NO.	TOTAL CALIPER	REMOVE	REMAIN
NO.	CALIPER	NO.	CALIPER
---	---	---	---

TOTAL TREE STOCK REQUIREMENT:

SPECIMEN TREE STOCK FORMULA CAP: ----- INCHES DBH
(AT 1" REPLACEMENT FOR 1" REMOVED)

NON-SPECIMEN TREE STOCK FORMULA CAP: ----- INCHES DBH
(AT 1" REPLACEMENT FOR 1" REMOVED)

TOTAL MAXIMUM TREE REPLACEMENT: ----- INCHES DBH

PROPOSED REPLACEMENT INCHES: ----- INCHES DBH

REPLACEMENT DEFICIT INCHES: ----- INCHES DBH

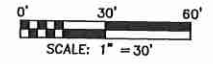
NOTE: TREE REPLACEMENT DEFICIT = ----- INCHES. OWNER HEREBY COMMITS TO PAYMENT INTO THE CITY'S TREE BANK FUND FOR AMOUNT TOTALING \$ ----- @ \$100.00 PER INCH DEFICIT.

NOTE: THE LIMITS OF TREE CLEARING SHALL INCLUDE ONLY THOSE AREAS REQUIRED TO CONSTRUCT THE PROPOSED 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

- 117 - LIVE OAK TREES @ 2-1/2" DBH = 292.0"
- 8 - CYPRESS TREES @ 2-1/2" DBH = 20.0"
- 47 - SOUTH. MAGNOLIA @ 2-1/2" DBH = 117.5"
- TREE TOTAL = 172
- TOTAL REPLACEMENT INCHES = 430.0" DBH
- QUEEN PALM
- SYLVESTER DATE PALM
- CRAPE MYRTLE
- JAPANESE BLUEBERRY
- R-O-W 4' HEDGE, SIGN, POOL AND BUFFER SHRUBS

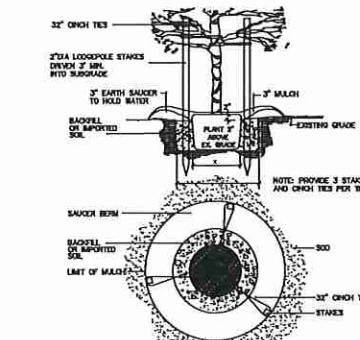


PLANT LIST

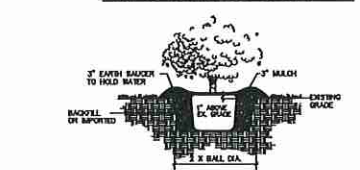
QTY	SYM	COMMON NAME (BOTANICAL NAME)	SPECIFICATIONS
---	---	TREES:	---
---	QV	LIVE OAK (QUERCUS VIRGINIANA)	65 GAL. MIN., 12' HT. MIN., 2.5" DBH MIN., 5' CT, UNOUT LEADER
---	LI	CRAPE MYRTLE (LAGERSTROEMIA INDICA 'TUSKEGEE')	30 GAL. MIN., 8' - 10' HT. MIN., 4" CT, MULTI-TRUNK
---	PS	SYLVESTER PALM (PHOENIX SYLVESTRIS)	B&B, 12' CT TO BOTTOM OF NUT, STRAIGHT TRUNK, FLORIDA FANCY
---	MG	SOUTHERN MAGNOLIA (MAGNOLIA GRANDIFLORA 'BRACKENS BROWN')	65 GAL. MIN., 12' HT. MIN., 2.5" DBH MIN., 2' CT, FULL
---	SR	QUEEN PALM (SYAGORUS ROMANZOFFIANA)	B&B, 12, 14" AND 16" CT HT. IN EACH GROUPING, STRAIGHT TRUNK
---	ED	JAPANESE BLUEBERRY (ELAEODORUS DECORATUS)	45 GAL. MIN., 8' HT. MIN., 2' CT, FULL
---	---	GRASSES:	---
---	SOD	ST. AUGUSTINE (STENOTAPHRUM SECUNDATUM) SOLID SOD	500 SOL. MAT TO BE FLUSH WITH TOP OF CURB AND PAVEMENT
---	BANSA	ARGENTINE BANSA (PASPALUM NOTATUM) SOLID SOD RETENTION POND	---
---	---	SCREEN SHRUBS:	---
---	VO	SWEET VIBURNUM (VIBURNUM COAGATISSIMUM)	15 GAL. MIN., 48" HT. / 30" SPREAD MIN., 30" OC, FULL PLANT
---	RS	ORNAMENTAL SHRUBS AND GROUNDCOVERS:	---
---	---	KNOCK-OUT ROSE STANDARD (ROSA RADIKO)	10 GAL. MIN., 5' HT. MIN., 3" SPREAD, STANDARD, 30" CT, FULL
---	NO	HANDMA (HANDMA DOMESTICA)	10 GAL. MIN., 4' HT. MIN., FULL PLANT
---	RA	DWARF INDIAN HAWTHORN (RAPHIOLEPS INDICA 'ALBA')	7 GAL. MIN., 24" HT. / 18" SPREAD MIN., 30" OC, FULL PLANT
---	LP	DWARF LORAPETALUM (LORAPETALUM CHINENSIS 'PURPLE PINE')	7 GAL. MIN., 12" HT. / 18" SPREAD MIN., 30" OC, FULL PLANT
---	MC	GULF PINK MAJAL GRASS (MULLENBERGIA CAPILLARIS)	1 GAL., 12" HT. / SPR. MIN., 36" OC, FULL PLANT
---	DT	VAREGATED FLAX LILY (DANIELLA TASHANICA 'VAREGATA')	1 GAL., 12" HT. / SPR. MIN., 24" OC, FULL PLANT
---	LG	LIROPE (LIROPE MAUSCARI 'EMERALD CODESS')	1 GAL., 9" HT. / SPR. MIN., 18" OC, 12" OC IN SINGLE ROW

PLANT NOTES

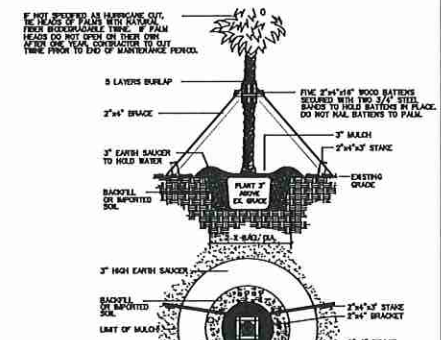
- ALL LANDSCAPED AND SODDED AREAS DELINEATED ON THESE PLANS SHALL BE IRRIGATED BY AN AUTOMATIC SYSTEM. THE IRRIGATION SYSTEM SHALL PROVIDE 100% HEAD-TO-HEAD COVERAGE FOR ALL GREEN AREAS. PUMP SENSORS REQUIRED.
- ALL LANDSCAPED BEDS SHALL BE TOP DRESSED WITH 3" OF DESIGNER BROWN MULCH.
- ALL TREE SANDCHS SHALL BE TOP DRESSED WITH 3" OF DESIGNER BROWN MULCH.
- IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO BECOME FULLY FAMILIAR WITH ALL EXISTING SITE CONDITIONS AND TO STUDY ALL SUBSURFACE UTILITY PLANS AND ARCHITECTURAL PLANS AND AS TO PREVENT DAMAGE DURING THE INSTALLATION OF THE LANDSCAPE MATERIAL.
- STAKING OF TREES IS REQUIRED BY THE LANDSCAPE CONTRACTOR. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO MAINTAIN ALL TREES, PALMS AND SHRUBS AS AN UPRIGHT PLANT OR SHRUB.
- 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 NURSERYMAN'S ASSOCIATION.
- ALL TREE CALIPER DIMENSIONS SHALL BE MEASURED 54" ABOVE THE TOP OF THE ROOTBALL.
- THE LANDSCAPE CONTRACTOR SHALL WARRANTY 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 MINIMUM ONE YEAR WARRANTY. ALL WARRANTY RESTRICTIONS SHALL BE SPECIFICALLY DESCRIBED IN WRITING AND SHALL BE PART OF THE BIDDING DOCUMENTS PROVIDED TO THE CLIENT BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR PLANT AND SOD QUANTITY TAKE-OFF, QUANTITIES PROVIDED FOR CONFORMANCE ONLY. PLANT QUANTITIES RULE OVER LIST QUANTITIES.
- 5' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN UNDERGROUND UTILITIES AND TREES.



TREE PLANTING DETAIL



SHRUB AND GROUNDCOVER PLANTING DETAIL



PALM PLANTING DETAIL

J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO. LA0001476
5621 REVELWOOD LOOP, WINTER PARK, FL 32792
PHONE: 407-719-2124 FAX: 407-671-6904

10058	10058	10058	10058
JOB #	PREL. MGR.	DESIGNER	CHECKED
ENGINEER	FL LIC #00552	DATE: APR. 02, 2019	REVISIONS
FRANK A. PORTER, P.E.			
RECORD DRAWING			
THIS RECORD DRAWING IS BASED ON THE RESULTS OF A VISUAL INSPECTION OF THE PROJECT AND THE INFORMATION PROVIDED BY THE CLIENT. IT IS THE RESPONSIBILITY OF THE CLIENT TO PROVIDE ALL NECESSARY INFORMATION AND TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN OF THE LANDSCAPE PLAN AND TO THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.			
ENGINEER	FL LIC #	DATE	
FRANK A. PORTER, P.E.	55022		
NORTH MEWS AT AVIAN POINTE			
AVIAN POINTE PARCEL B-1			
CITY OF APOPKA, FLORIDA 32811			
APOPKA CLEAR LAKE INVESTMENTS, LLC			
LANDSCAPE PLAN			
NORTH			
201 S. BUNBY AVE.			
ORLANDO, FL			
407-719-2124			
WWW.NVL5.COM			
CERTIFICATE OF AUTHORIZATION # 25005			
NVL5			
SHEET			
L01.2			

Prepared by and Return to:
Thomas R. Sullivan, Esq.
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

DOC# 20180564832
09/25/2018 11:58:16 AM Page 1 of 38
Rec Fee: \$324.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF APOPKA CITY CLERK



AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (AVIAN POINTE)

This Amended and Restated Master Development Agreement (the "Agreement") is made and entered into this 19th day of September, 2018 (the "Effective Date") by and between City of Apopka, a Florida municipal corporation, whose mailing is 120 East Main Street, Apopka, Florida 32703 (the "City"), and Apopka Clear Lake Investments, LLC, a Florida limited liability company, whose mailing address is 1810 West Kennedy Boulevard, Suite 232, Tampa, Florida 33606 ("Developer").

RECITALS

A. Developer is currently the owner and developer of that certain property located in the City of Apopka, Orange County, Florida legally described in Exhibit "A" attached hereto and made a part hereof (the "Property");

B. This Agreement hereby amends, restates and supersedes that certain Master Development Agreement recorded at Official Records Book 10971, Page 7017 of the Public Records of Orange County, Florida.

C. The Property is commonly known as Avian Pointe which is an approved Planned Unit Development, as may be amended from time to time (the "PUD"), consisting of single family, townhome, apartment, flex space and recreational uses (collectively, the "Project");

D. The City and the Developer are sometimes collectively referred to herein as the "Parties".

E. The Parties anticipate that the Project will be constructed in phases with two (2) phases for the townhome portion, two (2) phases for the apartment portion, one (1) single family home phase, one (1) phase for the flex space portion; and certain common areas, including but not limited to recreational areas, which shall also be constructed in phases all as more particularly described in Exhibit "B" attached hereto and made part hereof (the "Phasing Plan"); and

F. Developer will establish a Master Association to administer the maintenance of the common elements of the Project, including the recreational areas, in order to ensure the orderly development of the Project as a quality community.

G. Ensuring the ordered development of the Project serves the public purpose of providing the public with a high-quality development while minimizing adverse public impacts.

H. Developer has agreed to safeguard against certain adverse public impacts on the Property by securing performance bonds or other financial assurances for the construction of the common improvements within the Project, including the Community Park, Clubhouse Area and street network.

I. The City confirms that this Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VII, 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 Section 163.3220-163.3243, *Florida Statutes*.

NOW THEREFORE, for and in consideration of the mutual obligations contained herein and the sum of ten dollars (\$10.00) and other good and valuable consideration the sufficiency of which is hereby conclusively acknowledged the parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals contained above are true and correct and are incorporated in this Agreement in full as if set forth herein verbatim.

2. **Project Phasing.** Developer may construct the Project in phases consistent with the Phasing Plan and the PUD Master Plan, but shall not be required to construct them in the sequence set forth on the Phasing Plan. Phasing must occur consistent with limitations and conditions set forth in the Transportation Improvements Development Agreement and Grant of Easement attached hereto as Exhibit "C" and made part hereof (the "Transportation Agreement"). Phase A of the Phasing Plan represents the single-family residential portion of the Project. Phase B-1 represents one townhome phase of the Project. Phase B-2 represents the apartment phases of the Project. Phase B-3 represents one townhome phase of the Project. Phase B-4 represents the recreational area phase of the Project, which may consist of further sub-phases as set forth in this Agreement. Phase B-5 represents the flex space phase of the Project. Phase B-6 represents the open space phase for the flex space phase of the Project as well as the Spine Road (as defined in the Transportation Agreement).

3. **Master Association.** Prior to the issuance of the first building permit for the initial phase of the Project, Developer shall form the Avian Pointe Master Association (the "Master Association") through the creation of Articles of Incorporation, Bylaws and a Declaration of Covenants, Conditions and Restrictions (the "Governing Documents"). The Governing Documents shall be consistent with this Agreement and the Transportation Agreement and, to the extent of a conflict, this Agreement and the Transportation Agreement shall supersede the Governing Documents. The initial members of the Board of Directors for the Master Association

shall be Ken Stoltenberg and Franciscus ("Frank") Bombeeck with successors to be appointed based upon the ownership of the Property. As Developer sells portions of the Property to third parties, such third parties shall be added as members of the Master Association and the Board of Directors shall be updated to ultimately include a total of five (5) members representing the two (2) townhome phases, two (2) apartment phases and one (1) single family home phase. Each member shall agree on behalf of itself and their respective successors and assigns to comply with the PUD and other City approvals for the Project applicable to any portion of the Property owned by the particular party. The Governing Documents shall specify that an annual budget is established to adequately fund the maintenance of the park space and Internal Streets (as hereinafter defined). The Governing Documents shall also provide for the establishment of an Architectural Review Committee ("ARC"). Each individual phase of the Project shall be required to submit plans and specifications to the ARC before seeking approval of the same from the City. The City and the Developer agree that the Avian Pointe is intended to be a first-class residential community and the ARC shall establish review criteria consistent with such intent and similar communities within the Central Florida area. The Master Association shall be responsible for the maintenance of the landscaping, trees and grass within all medians and rights-of-way along the Spine Road for Segments A, B, and C, as described and further discussed in the Transportation Agreement. Maintenance shall include mowing grass and maintaining any vegetation or trees planted within the right-of-way or round-about.

4. **Temporary Density Limitation.** The Parties entered into the Transportation Agreement of even date herewith regarding, among other things, certain transportation improvements to be completed in connection with the Avian Pointe Project. The City and Developer further agree that notwithstanding the approval of the PUD, the density of the Property shall not exceed five (5) dwelling units per acre or 455 multi-family residential units (meaning single family, townhome and apartment units as used in this Agreement) until such time as the Spine Road (as defined in the Transportation Agreement) is connected to Peterson Road north of the Project.

5. **Internal Street Network.** With the exception of the Spine Road (as defined in the Transportation Agreement), all internal streets and on-street parking within the Project will be privately owned and maintained (the "Internal Streets"). The Governing Documents of the Master Association shall specify which Internal Streets are maintained by which phase of the Project in a manner that is consistent with the Road Delineation Plan attached hereto as Exhibit "D" and incorporated herein by this reference.

6. **Parking and On-Site Infrastructure.** Although the Project may be constructed in phases consistent with the Phasing Plan and this Agreement, each individual phase of the Project shall be required to provide sufficient on-site infrastructure to satisfy the applicable City Code requirements. Further, each individual phase shall be required to provide the number of parking spaces set forth within the PUD and Mixed Use Master Plan. All on street parking spaces with the exception of Parcel A shall be considered common areas and accessible to residents and guests of the entire Project.

7. **Shared Use Recreation Area.** The common Recreational Area Phase of the Project is depicted on the Phasing Plan as Phase B-4 (the "Shared Use Recreational Area"). The City and Developer agree that the Shared Use Recreational Area Phase will be developed by the Developer in one phase and must be completed before the residential building permit containing the 220th residential unit is issued for the Project or one year after a school opens on the Property, whichever occurs first. However, the City Administrator, at their discretion, may increase this number of units

by another 25 residential units upon the written request of the Developer. The Developer shall submit a Final Development Plan to the City for the Shared Use Recreational Area prior to the issuance of the 189th residential building permit for the Project. The Governing Documents of the Master Association shall require that the Master Association shall obtain and maintain ownership and control over Phase B-4 once built. The Recreational Area Phase shall be consistent with the amenities appearing on the Master Association Plan (PUD) for Phase B-4.

8. **Clubhouse Area.** The clubhouse and pool portion of Phase B-1 as depicted on the PUD (the "Clubhouse Area") shall include a minimum of 2,000 square feet of climate-controlled indoor space. The Clubhouse Area must be completed before the building permit containing the 125th residential unit is issued for Project Phases A, B-1 and B-3 combined. However, the City Administrator, at their discretion, may increase this number of units by another 25 residential units upon the written request of the Developer. A Final Development Plan for the Clubhouse Area must be submitted to the City prior to the issuance of the 75th building permit for Phases A, B-1 and B-3 combined. The Clubhouse Area shall be placed in a tract owned by the Master Association or Homeowners Association for Phases A, B-1 and B-3., and the tract shall be platted with the first residential plat for the Project.

9. **Apartments.** The apartment phases of the Project are characterized as luxury apartments and shall contain the following amenity features: (1) balcony/porch with each unit; (2) resort-style swimming pool; (3) dog park and (4) full washer and dryer within two and three-bedroom apartments and a full or stacked washer and dryer available in one-bedroom apartments. Additionally, at least two (2) of the other amenity features set forth on Exhibit "E" attached hereto and incorporated herein by this reference (the "Additional Luxury Apartment Amenity Features") shall be provided. No community laundry or coin laundry room is allowed.

10. **Flex Space Permitted Uses.** The following land uses are permissible uses within the Flex space area (Phase B-5):

a. **Boutique Hotel.** The Hotel shall not exceed 100 rooms and all rooms must have entry only through the interior of the hotel building. A restaurant is allowed at the hotel but must be interior to the hotel or connected by a covered walkway. Restaurant facilities must be managed or leased by the hotel owner. The boutique hotel shall demonstrate character and attributes common to the definition of such hotels and shall be furnished in a themed, stylish and/or aspirational manner.

b. **School.** A public or private school utilizing serving school age children from grades kindergarten (including pre-school) to 12th grade. Any middle school (7th, 8th, or 9th grades) or high school (9th, 10th, 11th, or 12th grades) is a permissible use within Phase B-5 may be required by the City to submit an updated traffic impact analysis. In the event that the Flex Space Phase is developed as a school use, the Master Association shall, upon the request of the school, enter into a shared use agreement with the owner of the school property to enable the school to utilize a portion of the Recreational Area Phase during normal school hours. Such use agreement shall set forth an obligation of the owner of the school property to participate in the maintenance costs of the Shared Recreational Area Phase (Parcel B-4) and Phase B-5 on a fair share basis to be agreed upon between the parties. The shared use agreement shall ensure the school has use of the Shared Recreation Area during school hours and during organized school activities. Additionally, upon request from the City or Orange County Public Schools, Developer or the Master Association shall dedicate a 15-foot-wide pedestrian easement to the City and Orange County Public Schools

extending from the Spine Road to Natural Bridge Court lying east of the Spine Road. Developer shall incur no costs of any kind in connection with such easement dedication, including without limitation, any construction costs for improvements made to the easement area.

c. Day care, adult or child.

d. Assisted Living Facility or Senior Housing.

e. Residential. The City and the Developer agree that in the event nonresidential development does not occur on the Flex Space area, Developer shall be permitted to convert the flex space to develop up to a maximum of sixty (60) townhome units on the Flex Space area to the extent and limited to a maximum residential density of ten (10) units per acres for the entire area of the Avian Pointe Master Plan assigned a Residential Medium Density Future Land Use Designation and subject to compliance with all school concurrency requirements and the City's Land Development Code. Conversion of the Flex Space area to residential townhomes shall not occur until after 650 residential units have been constructed within Avian Pointe or five (5) years from the completion of the Spine Road, whichever occurs first. Conversion may include residential apartments above first-floor professional or business office uses consistent with Section 9(f) below. Residential buildings within parcel B-5 nearest the Spine Road or the northern private road shall be have the front facade oriented to the street with the primary entrance connected to the street sidewalk and to the perimeter of the Parcel. Parking shall be behind residential buildings screen from S.R. 429 or the PUD roads. Residential buildings nearest the Spine Road shall be limited to two stories and a height of thirty-five (35) feet.

f. Vertical Mixed Use Buildings. Professional or business office on the first floor and apartments on the upper floors. A maximum of sixty (60) apartment units are allowed. A professional or business office unit shall not exceed 2,500 square feet.

G. Any residential development within the Flex Use Area must satisfy any applicable school concurrency requirements prior to submittal of a preliminary or final development plan.

11. **Development Design Review.** Prior to or commensurate with the submittal of the first Preliminary Development Plan for the Project, Developer shall submit a document for review by City staff demonstrating common design themes for utility and equipment located within common areas or private and public roadways, entrance features design, including but not limited to decorative street light poles, street name theme, and park benches/furniture. Entrance features and landscape plans for the round-about shall be also be submitted for review by City staff.

Any hedges placed along the Spine Road within Phases A and B-1 must be placed in a landscape easement belonging to the Master Association. The Master Association must maintain the hedges in perpetuity and shall not allow the hedges to exceed a height of four (4) feet. Each lot abutting the Spine Road and containing a hedge shall include a sidewalk connection through the hedge from the front door to the public sidewalk or multi-use trail within the Spine Road.

12. **Performance Bonding for Common Improvements.** Developer shall provide performance bonds or other financial assurances for the completion of the common improvements for the Project as follows:

- a. Prior to the issuance of the first building permit for the construction of a residence on the Property, Developer or an agent of Developer shall post a performance bond or other financial assurance acceptable to the City in an amount equal to 110% of the estimated cost of construction of (1) the Shared Use Recreation Area facilities and (2) the Clubhouse Area in order to ensure completion of the Shared Use Recreation Area and Clubhouse Area as required by this Agreement.
- b. Prior to the issuance of the first building permit for any specific Phase of the Project, Developer or an agent of Developer shall post a performance bond or other financial assurance acceptable to the City in an amount equal to 110% of the estimated cost of construction of the Internal Streets and Spine Road as described by this Agreement and the Transportation Agreement providing access within that specific Phase in order to ensure completion of said specific portion of the Internal Streets and Spine Road.

Nothing herein shall be construed as precluding Developer from satisfying multiple requirements established by this Section through a combined performance bond or other financial assurance acceptable to the City, so long as that combined instrument's total assurance is equal to 110% of the total estimated cost of construction of all common improvements contemplated by the combined instrument.

13. Covenants Running with the Land/Assignment. The terms, provisions, covenants, conditions and restrictions set forth in this Agreement and the rights, privileges and benefits and duties, obligations and burdens assigned, granted, imposed and created pursuant to this Agreement shall and are hereby declared to be covenants running with the title to the Property. This Agreement shall legally benefit and bind the Developer and its respective successors and assigns.

14. Off-Site Real Estate Directory Signage. As the Avian Pointe Project is currently located in an isolated area until developed, the Developer may locate one (1) temporary real estate directory sign on private property at the intersection of King Street and W. Orange Avenue and at the intersection of Lust Road and Binion Road on a temporary basis and subject to the approval of the property owner. If multiple homebuilders are present within Avian Pointe, they must share this same real estate directory sign. The temporary real estate sign must be removed within four (4) years from the issuance of the first residential certificate of occupancy or upon completion of the 700th unit, whichever occurs first. Developer must obtain any necessary sign permits from the City prior to the installation of the temporary real estate directory sign described herein.

15. Legal Proceedings, Attorneys' Fees. In the event that either of party shall institute litigation or other legal proceedings against the other to interpret or enforce any term, provision, warranty, covenant or condition set forth in this Agreement, the prevailing party in such litigation or other legal proceedings following all appeals therefrom, if any, shall be entitled to recover from the non-prevailing party in such litigation or other legal proceedings reasonable attorneys', paralegals', and experts' fees and expenses and court costs incidental thereto, including those incurred on any bankruptcy proceeding and/or appeal of a lower court decision.

16. Notices.

- a. All notices provided for in this Agreement shall be in writing and delivered personally (including delivery by courier) or by registered or certified mail, return receipt requested, postage prepaid, or via facsimile to the parties, at the addresses and facsimile numbers set forth below, with a copy forwarded to their respective attorneys, at the addresses and facsimile numbers set forth below, or at such other addresses as the parties shall designate to each other in writing:

City: Edward Bass, City Administrator
120 East Main Street
Apopka, Florida 32703
Telephone: (407) 703-1712

With a copy to: Cliff Shepard, Esq.
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Telephone: (407) 622-1772

Developer: Apopka Clear Lake Investments, LLC
Attention: Ken Stoltenberg and Frank Bombeeck
1810 West Kennedy Blvd Suite 232
Tampa, Florida 33606
Telephone (813) 321-1984

With a copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Telephone (407) 244-5664

- b. Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall be hand-delivered, sent by Federal Express or a comparable overnight mail or delivery service, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile or telecopier to the parties and their listed co-recipients, at their respective addresses and/or facsimile numbers set forth herein. Any notice delivered as aforesaid shall be deemed delivered immediately upon mailing, delivery to an appropriate carrier, or receipt or refusal of delivery of said notice, whichever is earliest. The inability to deliver because of change in address of which no notice is given shall be deemed to be a receipt of the notice, demand and request. The party claiming delivery of notice via telecopier or facsimile shall have the burden of proving notice was in fact sent, which burden can be carried without further evidence if confirmed by the transmitting telecopier or facsimile machine. Any communication sent by facsimile or telecopier shall promptly be followed by a copy delivered by one of the other approved methods. Receipt shall be deemed to have occurred if delivered to an authorized agent or any employee of the

addressee or of the addressee's company. A time period in which a response to any notice, demand or request must be given pursuant to the terms of the Agreement, shall commence to run from the date of receipt. Any party may change the address for receiving notices, request, demands, or other communication by not less than three (3) days prior notice in accordance with this Paragraph. Telephone numbers are provided for convenience only.

- c. City and Developer may from time to time notify the other of changes regarding where and to whom notices should be sent by sending notification of such changes pursuant to this Paragraph.

17. **Miscellaneous Provisions.**

- a. **Entire Agreement.** This Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this Agreement and supersede any and all prior or contemporaneous covenants, agreements, undertakings, statements, representations or warranties, whether written or oral, of any party hereto concerning or with respect thereto.
- b. **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 the City and Developer. Developer cannot create an 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 none of the other Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
- c. **Agency.** Developer and City, and their agents, contractors and subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of one another.
- d. **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*.
- e. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend or limit the scope, content or intent of this Agreement or of any particular term, provision or paragraph hereof.
- f. **Modification, Amendment or Termination.** This Agreement may not be changed, modified, amended or terminated except as expressly set forth in a

separate writing signed by both of the parties to this Agreement or their respective successors in interest or title.

- g. **Recording in Public Records.** Developer shall ensure that this Agreement and the Transportation Agreement are recorded among the public records of Orange County, Florida promptly after the execution of the Agreement and Transportation Agreement by all parties.
- h. **Indemnification.** Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims (at law or in equity), disputes, lawsuits, injuries, damages, attorneys' fees and all adverse matters in any way arising out of or relating to the risks assumed by Developer under this Agreement.
- i. **Default.** Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages as set forth in this Agreement. Prior to termination of this Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.
- j. **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.
- k. **No Liability or Monetary Remedy.** Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.
- l. **Governing Law; Binding Effect.** This Agreement and the construction, interpretation and enforcement thereof shall be construed in accordance with and governed by the laws of the State of Florida and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors in interest or title.
- m. **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.

- n. **Construction of Agreement.** The fact that any one of the parties to this Agreement shall have drafted or structured or shall be deemed to have drafted or structured this Agreement or any particular term or provision of this Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this Agreement or any particular term or provision of this Agreement, either in favor or to the disadvantage of such party.
- o. **Severability.** If any of the terms, provisions, covenants or conditions set forth in this Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.
- p. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and are collectively but one instrument.
- q. **Time of the Essence.** Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this Agreement, a "business day" shall mean any weekday that the banks in the county in which the Property is located are open for business (thereby excluding Saturdays, Sundays and legal holidays).
- r. **Statutory Development Agreement.** This Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by the City pursuant to the City's home rule authority.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Witnesses:

APOPKA CLEAR LAKE INVESTMENTS, LLC,
a Florida limited liability company

Karen Chancey
Printed Name: Karen Chancey
Don Salf
Printed Name: DON Salf

By: [Signature]
Name: F. Bombeck
Title: managing member

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 19th day of September 2018, by Frank Bombeck, as managing member of Apopka Clear Lake Investments, LLC, a Florida limited liability company, who is known to me ☒ or who produced _____ as identification on behalf of the company.

Karen Chancey
Notary Public
State of Florida at Large

My Commission Expires: July 17, 2019



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF APOPKA

By:

Bryan Nelson
Mayor

ATTEST:

Linda S. Gaff
_____, City Clerk

Approved as to Form:

Clifford E. Shaw
Shaw, City Attorney
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of September, 2018, by Bryan Nelson, who is known to me ☒ or produced Mayor as identification as Mayor of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida.

Susan M Bone

Notary Public

State of Florida at Large

My Commission Expires:



Susan M. Bone
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG182400
Expires 4/25/2022

Exhibit "A"

The Property

PARCEL I.D. NUMBERS: 07-21-28-0000-00-002, 07-21-28-0000-00-015; 07-21-28-0000-00-064

PARCEL A LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-015)

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, AND; BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN THENCE WEST 160 FEET, THENCE NORTH 7° 18' EAST 277.24 FEET, THENCE EAST 124.78 FEET, THENCE SOUTH 275 FEET TO THE P.O.B., ALL IN ORANGE COUNTY, FLORIDA.

PARCEL B LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-002)

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 2632.98 FEET TO A FOUND 4X4 CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 02 SECONDS EAST A DISTANCE OF 100 FEET; THENCE RUN NORTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 1316.28 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 54 SECONDS EAST A DISTANCE OF 1551.76 FEET; THENCE RUN SOUTH 00 DEGREES 26 MINUTES 18 SECONDS WEST A DISTANCE OF 1312.93 FEET, THENCE RUN NORTH 89 DEGREES 53 MINUTES 02 SECONDS WEST A DISTANCE OF 332.97 FEET TO A FOUND AXLE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 1875.24 FEET; THENCE RUN NORTH 89 DEGREES 47 MINUTES 20 SECONDS WEST A DISTANCE OF 516.81 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF NORTH 54 DEGREES 41 MINUTES 55 SECONDS WEST, A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 09 SECONDS, THENCE RUN ALONG ARC OF SAID CURVE A DISTANCE OF 53.95 FEET; THENCE RUN NORTH 57 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 501.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 547.96 FEET, A CHORD BEARING OF NORTH 39 DEGREES 16 MINUTES 28 SECONDS WEST, A CENTRAL ANGLE OF 35 DEGREES 56 MINUTES 07 SECONDS, THENCE RUN ALONG ARC OF SAID CURVE A DISTANCE OF 343.68 FEET; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST A DISTANCE OF 131.12 FEET; THENCE RUN NORTH 00 DEGREES 24 MINUTES 43 SECONDS WEST A DISTANCE OF 1311.51 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2:

A TRACT OF LAND LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE ABOVE-REFERENCED SECTION 7 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°47'20" EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1024.58 FEET TO A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH SECTION LINE, RUN NORTH 00°12'40" EAST, 274.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A

RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 30°33'31", AN ARC LENGTH OF 162.67 FEET, A CHORD LENGTH OF 160.75 FEET, AND A CHORD BEARING OF NORTH 15°04'06" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 22°15'56", AN ARC LENGTH OF 95.21 FEET, A CHORD LENGTH OF 94.61 FEET, AND A CHORD BEARING OF NORTH 19°12'53" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 34°15'29", AN ARC LENGTH OF 182.36 FEET, A CHORD LENGTH OF 179.66 FEET AND A CHORD BEARING OF NORTH 25°12'40" WEST TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 597.96 FEET, A CENTRAL ANGLE OF 09°46'25", AN ARC LENGTH OF 102.00 FEET, A CHORD LENGTH OF 101.88 FEET, AND A CHORD BEARING OF NORTH 47°13'37" WEST; THENCE RUN SOUTH 89°47'20" EAST, NON-TANGENT TO SAID CURVE, 516.82 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°09'22" EAST, ALONG SAID EAST LINE, 750.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 89°47'20" WEST, ALONG SAID SOUTH SECTION LINE, 295.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT OF WAY FOR LUST ROAD AS DESCRIBED IN RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 521, PAGE 280; AND RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 538, PAGE 604, AS RE-RECORDED IN O.R. BOOK 554, PAGE 510, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THOSE PORTIONS DESCRIBED IN STIPULATED ORDER OF TAKING RECORDED IN O.R. BOOK 10106, PAGE 2611, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AND TOGETHER WITH:

A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°23'17" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LUST ROAD, AS RECORDED IN DEED BOOK 521, PAGE 280 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°39'36" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1155.54 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 PER ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP PROJECT NUMBER 429-201, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 26°36'44" WEST AND A CHORD DISTANCE OF 720.85 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 05°04'10" FOR AN ARC DISTANCE OF 721.09 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 34.79 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF SOUTH 52°05'17" EAST AND A CHORD DISTANCE OF 49.59 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'11" FOR AN ARC DISTANCE OF 49.60 FEET TO A POINT; THENCE DEPARTING SAID CURVE, RUN NORTH 89°47'20" WEST FOR A DISTANCE OF 22.18 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°23'17" EAST, ALONG THE WEST LINE

OF THE SOUTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LUST ROAD, AS RECORDED IN DEED BOOK 521, PAGE 280 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°39'36" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1155.54 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 PER ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP PROJECT NUMBER 429-201, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 25°11'52" WEST AND A CHORD DISTANCE OF 318.73 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°14'27" FOR AN ARC DISTANCE OF 318.73 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 27°43'57" WEST AND A CHORD DISTANCE OF 402.39 FEET; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°49'42" FOR AN ARC DISTANCE OF 402.33 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 75.30 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 89°47'20" EAST FOR A DISTANCE OF 22.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF SOUTH 45°41'26" EAST AND A CHORD DISTANCE OF 83.86 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°02'31" FOR AN ARC DISTANCE OF 83.93 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING OF SOUTH 24°32'26" EAST AND A CHORD DISTANCE OF 179.66 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°01'07" FOR AN ARC DISTANCE OF 183.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING OF SOUTH 18°32'40" EAST AND A CHORD DISTANCE OF 94.61 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'55" FOR AN ARC DISTANCE OF 95.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 305.00 FEET, A CHORD BEARING OF SOUTH 18°34'31" EAST AND A CHORD DISTANCE OF 116.11 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°56'42" FOR AN ARC DISTANCE OF 116.82 FEET TO THE POINT OF BEGINNING

PARCEL NORTH LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-064)

THE WEST 50.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30.00 FEET FOR RIGHT OF WAY.

PARKING SUMMARY						
SUB-DIVISION	USE	TOTAL # OF UNITS	PARKING SPACE			
			REQUIRED PL# UNIT 1	PROVIDED PL# UNIT 1	PL# LOBBY PL# UNIT 1	OVERALL ON/REMAIN
A	OFFICE & PARKING	36	3	4	3	52
BL	APARTMENTS	138	2	1	1	00
CD	CONVENTION CENTER	450	3	386	APARTMENT UNIT SUMMARY BELOW	
ED	EDUCATION	104	3			56
FD	FLORIDA TURNPIKE	N/A	N/A	N/A	N/A	
GD	GOLF COURSE	N/A				
HD	HIGHWAY	N/A				
LD	LOCAL STREET	N/A				
MD	MOTORWAY	N/A				
PD	PARKING	N/A				
RD	ROAD	N/A				
SD	SEWER	N/A				
TD	TRAIL	N/A				
UD	UTILITY	N/A				
VD	VEHICLE	N/A				
WD	WATER	N/A				
XD	WATERWAY	N/A				
YD	YACHT	N/A				
ZD	ZOO	N/A				

SUBDIVISION B2 APARTMENT UNIT SUMMARY

MATERIAL TYPE	ITEM # SERIALITY	TOTAL # OF UNITS	# OF LIMITS	PENDING WORK	
				REQUIRED PER UNIT	TOTAL REQUIRED
1 IN GR SILVER	750 SF [RUB]	100	300	1.5 *	270
2 IN SILVER	750 SF [RUB]	200	200	2	500
3 IN SILVER	750 SF [RUB]	200	200	2	500

ACQUITTAL	20
ACQUITTAL	20

• VARIANCE RADIATION

** ADDITIONAL TRACKS FORMING PRELIMINARY SITE PLAN DESIGN

**30' WIDE STRIP OF LAND
TO BE ACQUIRED BY THE
CITY OF APOPKA**

PARCEL NORTH**PARCEL B****PARCELA**

MAIN PARCEL DATA

DESCRIPTION	TOE IN MM	AREA (FT)	AREA (AC)
PARCEL A	87-23 20 0000-000-001	1,361,748.3	31.31
PARCEL B	87-21 30 0000-000-002	4,136,511.1	95.00
PARCEL NORTH	87-23 20 0000-000-001	64,800.4	1.57
PARCEL SOUTH	N/A	30,477.4	0.69
TOTAL		1,426,736.8	33.57

LAND USE SUMMARY

MAP HATCH PATTERN	LAND USE CATEGORY	AREA (AC)	% OF TOTAL AREA	SUBDIVISION								
				GRAND AVERAGE PERCENT								
				A	B1	B2	B3	B4	B5	B6		
				AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)		
	SINGLE FAMILY RESIDENTIAL	20.30	0.15%	91.00%								
	MULTI-FAMILY RESIDENTIAL	10.64	0.11%		1.70%		4.01%					
	COMMERCIAL	4.80	0.14%			0.04%						
	INDUSTRIAL	22.61	0.27%		3.80%	4.74%	10.00%	5.55%				
	PUBLIC USE	15.70	0.13%	4.00%						7.01%		
	FOREST LAND	17.40	0.17%								94.00%	0.14%
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%	0.00%	0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									
	FOREST LAND	17.40	0.17%									
	PASTURE LAND	0.01	0.01%		1.00%							
	OPEN SPACE	3.34	0.10%		0.10%							
	WETLANDS	0.10	0.00%									
	WATER	0.10	0.00%									
	OTHER	0.10	0.00%									

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

Exhibit "C"

Transportation Improvements Development Agreement and Grant of Easement

Prepared by and Return to:
Thomas R. Sullivan, Esq.
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

AMENDED AND RESTATED TRANSPORTATION IMPROVEMENTS DEVELOPMENT

AGREEMENT AND GRANT OF EASEMENT

THIS AMENDED AND RESTATED TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT AND GRANT OF EASEMENT (the "Agreement") is made and entered into as of the 19th day of September 2018, by and between CITY OF APOPKA, a Florida municipal corporation, whose mailing address is 120 East Main Street, Apopka, Florida 32703 (hereinafter referred to as "City"), and APOPKA CLEAR LAKE INVESTMENTS, LLC, a Florida limited liability company, whose mailing address is 1810 West Kennedy Blvd, Suite 232, Tampa, Florida 33606 (hereinafter referred to as "Developer").

RECITALS

1. Developer is the owner of certain real property bearing Orange County Tax Parcel Identification Numbers 07-21-28-0000-00-002, 07-21-28-0000-00-015 and 07-21-28-0000-00-064 located in the City of Apopka, Orange County, Florida (collectively, the "Property").
2. Developer is processing certain land use and zoning approvals with the City, including a Planned Unit Development zoning approval (the "PUD"), with respect to the Property.
3. This Agreement hereby amends, restates and supersedes that certain Master Development Agreement recorded at Official Records Book 10971, Page 7017 of the Public Records of Orange County, Florida.
4. The Property is approximately 125.62 total acres in size and is generally depicted and described on Exhibit A attached hereto and incorporated herein by this reference.
5. Developer is planning to construct a multi-phase residential community featuring single family, townhomes, luxury apartments and flex space on the Property (the "Avian Pointe Project").

6. The City envisions the development of other properties in the immediate vicinity of the Property.
7. The City has determined that the construction of a two-lane public road with related improvements (the “**Spine Road**”) generally through the Property as more particularly described herein (collectively, the “**Transportation Improvements**”) are required in order to achieve the appropriate traffic circulation to and from the Avian Pointe Project as well as other projects in the immediate area.
8. Developer agrees to undertake the Transportation Improvements as set forth in this Agreement.
9. To the extent that the City requests that Developer undertake the oversizing of any sewer force main, water main or reclaimed water main in connection with the Avian Pointe Project, City and Developer shall enter a separate agreement with respect to such oversizing and associated impact fee credits related thereto.
10. City and Developer now desire to set forth in writing the terms and conditions regarding the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by reference.
2. **Transportation Improvements.**
 - A. Construction plans for the Transportation Improvements must be approved by the City Engineer prior to commencing construction. The design of the Spine Road must comply with the City’s design engineering standards.
 - B. The Transportation Improvements may be constructed by the Developer in phases, as set forth in **Exhibit B** attached hereto and incorporated herein by this reference (the “**Spine Road Phasing Plan**”).
 - C. The Transportation Improvements consist of Segment A, Segment B, Segment C and Segment D as set forth on the Spine Road Phasing Plan, as generally described as follows:

Segment A. Generally, a two-lane divided road with a fifteen and a half (15.5) foot wide landscaped median, and an eleven (11) foot wide multi-use trail on the west side of the proposed right-of-way, and a round-about as illustrated within the Avian Pointe PUD Master Plan Amendment. Segment A will begin at Lust Road and will end at the proposed southern round-about. No on-street parking will occur on Segment A. Developer shall be responsible for construction of Segment A. No transportation impact fee credits shall be granted for the construction of Segment A. The final design of Segment A will be determined as part of the Preliminary Development Plan for the portion of the Property which includes Segment A.

Segment B. Generally, a two-lane divided road with minimum ten (10) foot wide median, and an eleven (11) foot wide multi-use trail on the west side of the proposed right-of-way, and a round-about as illustrated within the Avian Pointe PUD Master Plan Amendment. Segment B will begin at proposed southern round-about and will end at the proposed northern round-about. No on-street parking will occur on Segment B. Maintenance of the landscaping, trees, lawn and plants (aka Segment B green area) within the Segment B right-of-way and median shall be initially maintained by the Master Association (as described in the Master Development Agreement). Developer shall be responsible for construction of Segment B. Developer of Phases A and B-1 shall be responsible for planting of trees and landscaping within Segments A and B-1.

Segment C. At minimum, a two-lane undivided road ("Undivided North Spine Road") and a round-about as illustrated within the Avian Pointe PUD Master Plan Amendment, otherwise complying with the Apopka Code of Ordinances ("Code"). However, if the City is able to secure a 30-foot wide right-of-way from the property abutting Segment C to the West and notifies Developer, in writing, of such acquisition on or before December 20, 2018, in lieu of the Undivided North Spine Road, Developer shall construct a two-lane divided road with minimum ten (10) foot wide median and an eleven (11) foot wide multi-use trail on the west side of the proposed right-of-way ("Divided North Spine Road"). Should Developer construct the Divided North Spine Road, Developer shall be entitled to Road Impact Fee Credits ("Credits") for the increase in design, engineering, permitting and construction costs incurred as between an Undivided North Spine Road and the Divided North Spine Road, as provided by Section 26-81 of the Code. To be eligible for reimbursement through the Credits, Developer must submit proposed Divided North Spine Road expenditures to the City for prior approval by the City Administrator or his/her designee before incurring said expenditures. Such proposed expenditures shall include sufficient documentation establishing that each proposed cost is reasonably necessary for the construction of the Divided North Spine Road as described herein and depicted on the PUD. Following completion of Segment C, the City shall promptly credit on its books to the account of Developer for the amount of the Credits. Segment C will begin at the proposed northern round-about and will end at Peterson Road. No on-street parking will occur on Segment C. Developer shall be responsible for construction of Segment C.

Segment D. Generally, Segment D shall be the off-site extension of a twelve (12) inch potable water line along Peterson Road and King Street existing right of way, connecting to existing water main at West Orange Avenue.

The Avian Pointe Master Association shall be responsible for maintaining all landscaping and trees within Segments A, B and C following the City's acceptance of the right-of-way and road improvements. This responsibility shall continue in perpetuity until the Master Association and the City agree to alternatively delineated maintenance responsibilities in writing. The City may terminate Developer's maintenance responsibilities over Segments A, B and C with or without cause on thirty (30) days' written notice.

Thereafter, maintenance shall be performed by the City in a manner at the sole discretion of the City.

- D. The foregoing transportation improvements set forth in Section 2 of this Agreement shall hereinafter be referred collectively be referred to as the **"Spine Road Segments Scope of Work"**.
- E. The Developer shall construct the Transportation Improvements for Segment A as depicted on the Spine Road Phasing Plan in connection with the initial phase of the Avian Pointe Project which shall not exceed 455 total multifamily units approved in the PUD.
- F. In order for Developer to construct in excess of 455 multifamily dwelling units or any approved use on the Flex Use Parcel (B-5), Developer shall (i) construct the Transportation Improvements for Segment B and Segment C consistent with the Spine Road Segments Scope of Work and (ii) install the potable water line for Segment D consistent with the Spine Road Segments Scope of Work.
- G. The Transportation Improvements shall be conveyed by the Developer to City in connection with the platting of the Avian Pointe Project. It is anticipated that the plat will be phased.

3. **City Right-of-Way.**

- A. In connection with the City's issuance of a right-of-way permit to Developer for the purposes of constructing the Transportation Improvements (hereinafter the **"Improvements"**), such permit issuance shall grant to Developer the right to perform the Improvements in all areas where the Improvements are to be located within public right-of-way or on property otherwise owned by the City.
- B. The City and Developer acknowledge that Developer may need to obtain certain approvals from Orange County in order to perform the Improvements. The City agrees to cooperate with Developer in connection with such County approvals.
- C. The City shall have the right, but not the obligation, to inspect the Improvements during construction.

4. **Conveyance of Improvements.**

- A. Developer shall, at its sole cost and expense, convey the Improvements, including Segments A, B and C to the extent the same are under the control by Developer, to the City free and clear of all liens and encumbrances, within ten (10) business days of the issuance of a certificate of completion for the Improvements by the City and any other governmental agency, including the County, with authority over the Improvements.

B. As evidence of such transfer and conveyance, Developer shall convey each component of the Improvements to the City by separate Bill of Sale. Developer shall also grant an access and maintenance easement in favor of the City with respect to the Improvements at the same of such transfer and conveyance.

C. Final acceptance ("**Final Acceptance**") of each component of the Improvements by the City shall occur upon satisfaction of the following:

a. Completion of construction of the particular component of the Improvements in accordance with the plans and specifications as approved by the City in the permitting process.

b. Delivery to City of one (1) complete set of record drawings with AutoCAD files and specifications certified by Developer's engineer.

c. Developer's assigning all warranties Developer has obtained from its contractors, suppliers, and/or materialmen with respect to the construction of the Improvements and materials used therein.

Provided all such conditions are met, the City agrees to accept such conveyance without delay, and shall thereafter be responsible for the operation and maintenance of the Improvements so conveyed to the City. As part of such conveyance, Developer agrees to warrant the Improvements so conveyed for a period of one (1) year from the date of acceptance by the City. In the event that the City initiates an annexation of any portion of the Property on which the Improvements are located, Developer agrees to support any such annexation.

5. **Documentation from Developer.** The Developer shall submit to the City from the Developer's project engineer, contractor's affidavits, and certificates from the project engineer.

6. **Development Approvals.** This Agreement shall in no manner constitute a development approval regarding the Property or the Avian Pointe Project. Developer must comply with all applicable provisions of the City's Code and Land Development Code regarding the development of the Property and the Avian Pointe Project.

7. **Deed Restriction.** The Property was subject to that certain Deed Restriction recorded among the Public Records of Orange County, Florida at Official Records Book 10890, Page 4137 (the "**Deed Restriction**"). The Deed Restriction was previously properly terminated and remains of no further force or effect.

8. **Disclaimer of Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions

or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Waiver; Modification.** The failure by any party to insist upon or enforce any of its rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

11. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

12. **Application; Effect.** If any provision of this Agreement or the application thereof to any party, person or circumstance shall be held or deemed to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties, persons, or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing the United State Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: Edward Bass, City Administrator
120 East Main Street
Apopka, Florida 32703
Telephone: (407) 703-1712

Copy to: Cliff Shepard, Esq.
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Telephone: (407) 622-1772

Developer: Apopka Clear Lake Investments, LLC
Attention: Ken Stoltenberg and Frank Bombbeck
1810 West Kennedy Blvd, Suite 232
Tampa, Florida 33606
Telephone: (813) 321-1984

Copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Telephone: (407) 375-7740

14. **Attorney's Fees.** In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable cost, fee, expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

15. **Performance.** Time is of the essence in the performance of this Agreement.

16. **Traffic Capacity.** The City acknowledges that the City has reserved sufficient traffic capacity for the entire Avian Pointe Project. The City further acknowledges that the performance of the Spine Road Improvements as set forth herein satisfies all transportation improvement obligations, including but not limited to operational improvements, necessary for the full build out of the Avian Pointe Project.

17. **Consistency.** To the extent any provisions of this Agreement are inconsistent with, or are more specific than, the PUD, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove

.[SIGNATURES APPEAR ON FOLLOWING PAGES]

Witnesses:

APOPKA CLEAR LAKE INVESTMENTS, LLC,
a Florida limited liability company

Karen Chancey
Printed Name: Karen Chancey
Don Self
Printed Name: DON SELF

By: [Signature]
Name: F. Bombeck
Title: managing member

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 19th day of September, 2018, by Frank Bombeck, as managing member of Apopka Clear Lake Investments, LLC, a Florida limited liability company, who is known to me ☒ or who produced _____ as identification on behalf of the company.

Karen Chancey
Notary Public
State of Florida at Large

My Commission Expires: July 17, 2019



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF APOPKA

By:

Bryan Nelson
Mayor

ATTEST:

D Linda S. Hoff
_____, City Clerk

Approved as to Form:

Clifford D. Shepard
Shepard, City Attorney
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of September, 2018, by Bryan Nelson, who is known to me ☒ or produced _____ as identification as Mayor of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida.

Susan M Bone

Notary Public

State of Florida at Large

My Commission Expires:



Susan M. Bone
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG182400
Expires 4/25/2022

EXHIBIT LIST
Transportation Agreement

EXHIBIT A	Description of the Property
EXHIBIT B	Spine Road Phasing Plan

Exhibit "A": Transportation Agreement
Description of the Property

PARCEL I.D. NUMBERS: PARCEL I.D. NUMBERS: 07-21-28-0000-00-002, 07-21-28-0000-00-015;
 07-21-28-0000-00-064

PARCEL A LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-015)

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, AND; BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN THENCE WEST 180 FEET, THENCE NORTH 7° 18' EAST 277.24 FEET, THENCE EAST 124.78 FEET, THENCE SOUTH 275 FEET TO THE P.O.B., ALL IN ORANGE COUNTY, FLORIDA.

PARCEL B LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-002)

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 2632.98 FEET TO A FOUND 4X4 CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 02 SECONDS EAST A DISTANCE OF 100 FEET; THENCE RUN NORTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 1316.28 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 54 SECONDS EAST A DISTANCE OF 1551.76 FEET; THENCE RUN SOUTH 00 DEGREES 26 MINUTES 18 SECONDS WEST A DISTANCE OF 1312.93 FEET, THENCE RUN NORTH 89 DEGREES 53 MINUTES 02 SECONDS WEST A DISTANCE OF 332.97 FEET TO A FOUND AXLE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 1875.24 FEET; THENCE RUN NORTH 89 DEGREES 47 MINUTES 20 SECONDS WEST A DISTANCE OF 516.81 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF NORTH 54 DEGREES 41 MINUTES 55 SECONDS WEST, A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 09 SECONDS, THENCE RUN ALONG ARC OF SAID CURVE A DISTANCE OF 53.95 FEET; THENCE RUN NORTH 57 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 501.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 547.96 FEET, A CHORD BEARING OF NORTH 39 DEGREES 16 MINUTES 28 SECONDS WEST, A CENTRAL ANGLE OF 35 DEGREES 56 MINUTES 07 SECONDS, THENCE RUN ALONG ARC OF SAID CURVE A DISTANCE OF 343.68 FEET; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST A DISTANCE OF 131.12 FEET; THENCE RUN NORTH 00 DEGREES 24 MINUTES 43 SECONDS WEST A DISTANCE OF 1311.51 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2:

A TRACT OF LAND LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE ABOVE-REFERENCED SECTION 7 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°47'20" EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1024.58 FEET TO A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH SECTION LINE, RUN NORTH 00°12'40" EAST, 274.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 30°33'31", AN ARC LENGTH OF 162.67 FEET, A

CHORD LENGTH OF 160.75 FEET, AND A CHORD BEARING OF NORTH 15°04'06" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 22°15'56", AN ARC LENGTH OF 95.21 FEET, A CHORD LENGTH OF 94.61 FEET, AND A CHORD BEARING OF NORTH 19°12'53" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 34°15'29", AN ARC LENGTH OF 182.36 FEET, A CHORD LENGTH OF 179.66 FEET AND A CHORD BEARING OF NORTH 25°12'40" WEST TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 597.96 FEET, A CENTRAL ANGLE OF 09°46'25", AN ARC LENGTH OF 102.00 FEET, A CHORD LENGTH OF 101.88 FEET, AND A CHORD BEARING OF NORTH 47°13'37" WEST; THENCE RUN SOUTH 89°47'20" EAST, NON-TANGENT TO SAID CURVE, 516.82 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°09'22" EAST, ALONG SAID EAST LINE, 750.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 89°47'20" WEST, ALONG SAID SOUTH SECTION LINE, 295.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT OF WAY FOR LUST ROAD AS DESCRIBED IN RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 521, PAGE 280; AND RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 538, PAGE 604, AS RE-RECORDED IN O.R. BOOK 554, PAGE 510, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THOSE PORTIONS DESCRIBED IN STIPULATED ORDER OF TAKING RECORDED IN O.R. BOOK 10106, PAGE 2611, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AND TOGETHER WITH:

A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°23'17" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LUST ROAD, AS RECORDED IN DEED BOOK 521, PAGE 280 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°39'36" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1155.54 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 PER ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP PROJECT NUMBER 429-201, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 26°36'44" WEST AND A CHORD DISTANCE OF 720.85 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 05°04'10" FOR AN ARC DISTANCE OF 721.09 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 34.79 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF SOUTH 52°05'17" EAST AND A CHORD DISTANCE OF 49.59 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'11" FOR AN ARC DISTANCE OF 49.60 FEET TO A POINT; THENCE DEPARTING SAID CURVE, RUN NORTH 89°47'20" WEST FOR A DISTANCE OF 22.18 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°23'17" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 30.00 FEET TO A POINT ON

THE NORTH RIGHT OF WAY LINE OF LUST ROAD, AS RECORDED IN DEED BOOK 521, PAGE 280 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°39'36" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1155.54 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 PER ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP PROJECT NUMBER 429-201, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 25°11'52" WEST AND A CHORD DISTANCE OF 318.73 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°14'27" FOR AN ARC DISTANCE OF 318.73 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 27°43'57" WEST AND A CHORD DISTANCE OF 402.39 FEET; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°49'42" FOR AN ARC DISTANCE OF 402.33 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 75.30 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 89°47'20" EAST FOR A DISTANCE OF 22.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF SOUTH 45°41'26" EAST AND A CHORD DISTANCE OF 83.86 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°02'31" FOR AN ARC DISTANCE OF 83.93 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING OF SOUTH 24°32'26" EAST AND A CHORD DISTANCE OF 179.66 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°01'07" FOR AN ARC DISTANCE OF 183.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING OF SOUTH 18°32'40" EAST AND A CHORD DISTANCE OF 94.61 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'55" FOR AN ARC DISTANCE OF 95.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 305.00 FEET, A CHORD BEARING OF SOUTH 18°34'31" EAST AND A CHORD DISTANCE OF 116.11 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°56'42" FOR AN ARC DISTANCE OF 116.82 FEET TO THE POINT OF BEGINNING

PARCEL NORTH LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-064)

THE WEST 50.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30.00 FEET FOR RIGHT OF WAY.

**Exhibit "B": Transportation Agreement
Spine Road Phasing Plan**

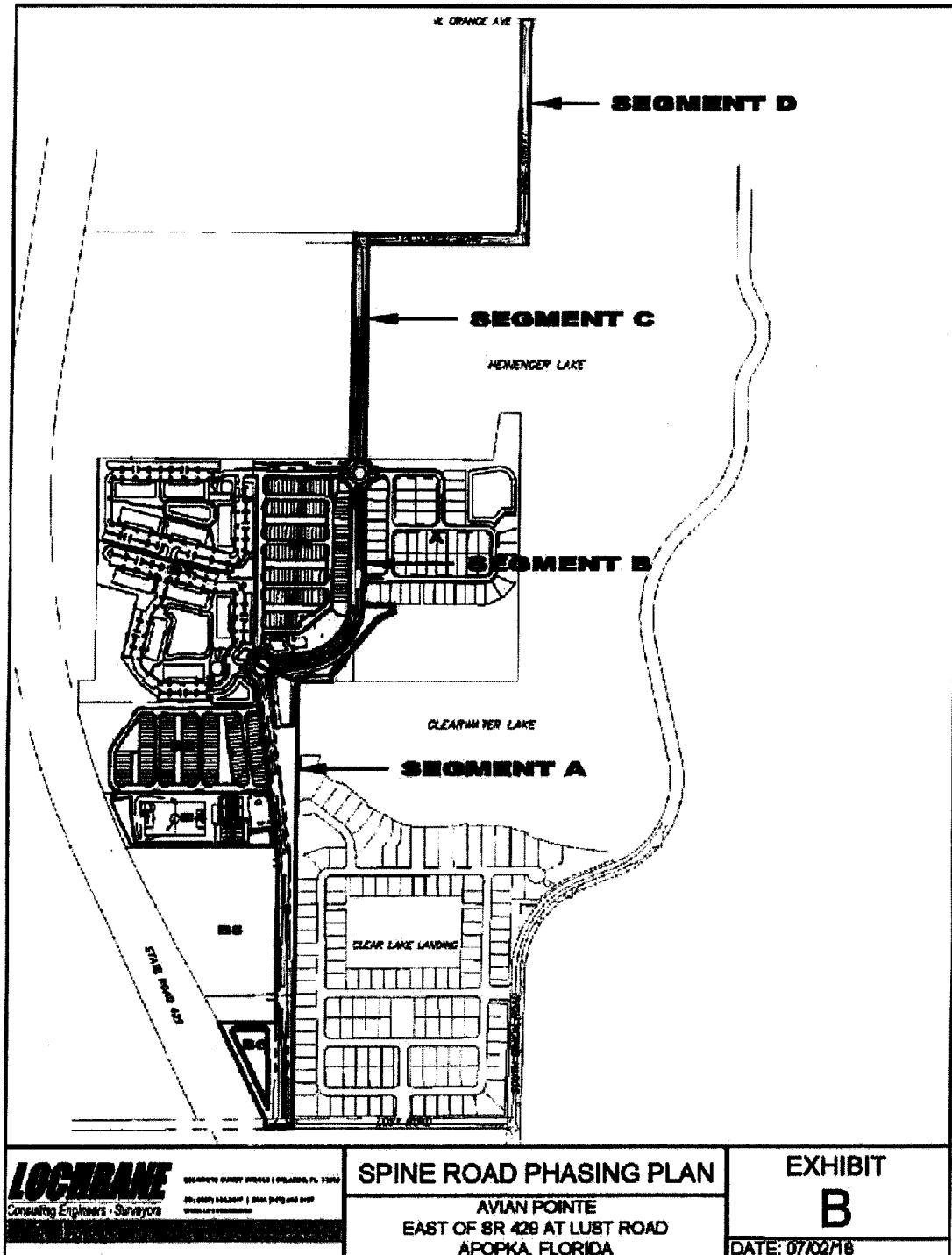
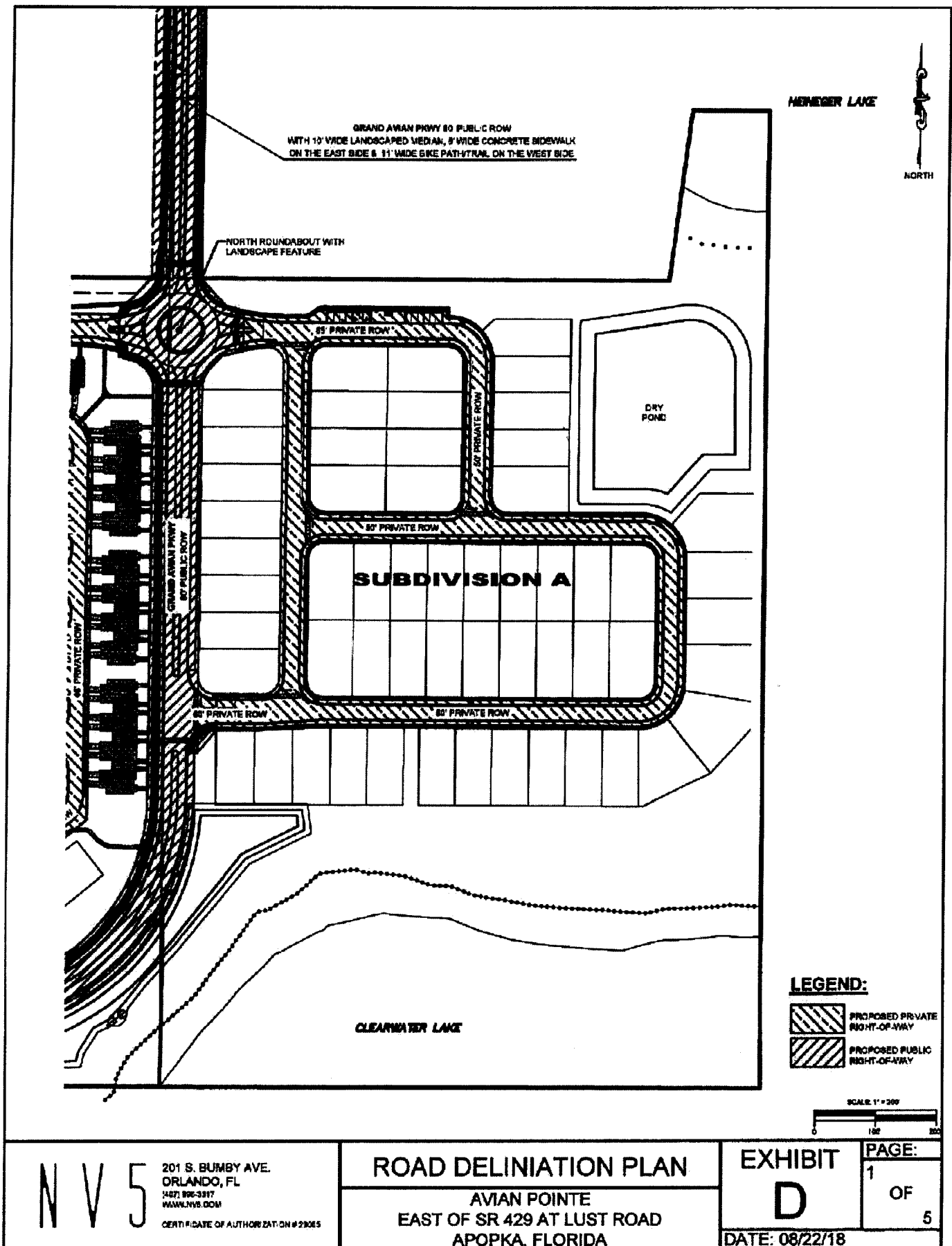
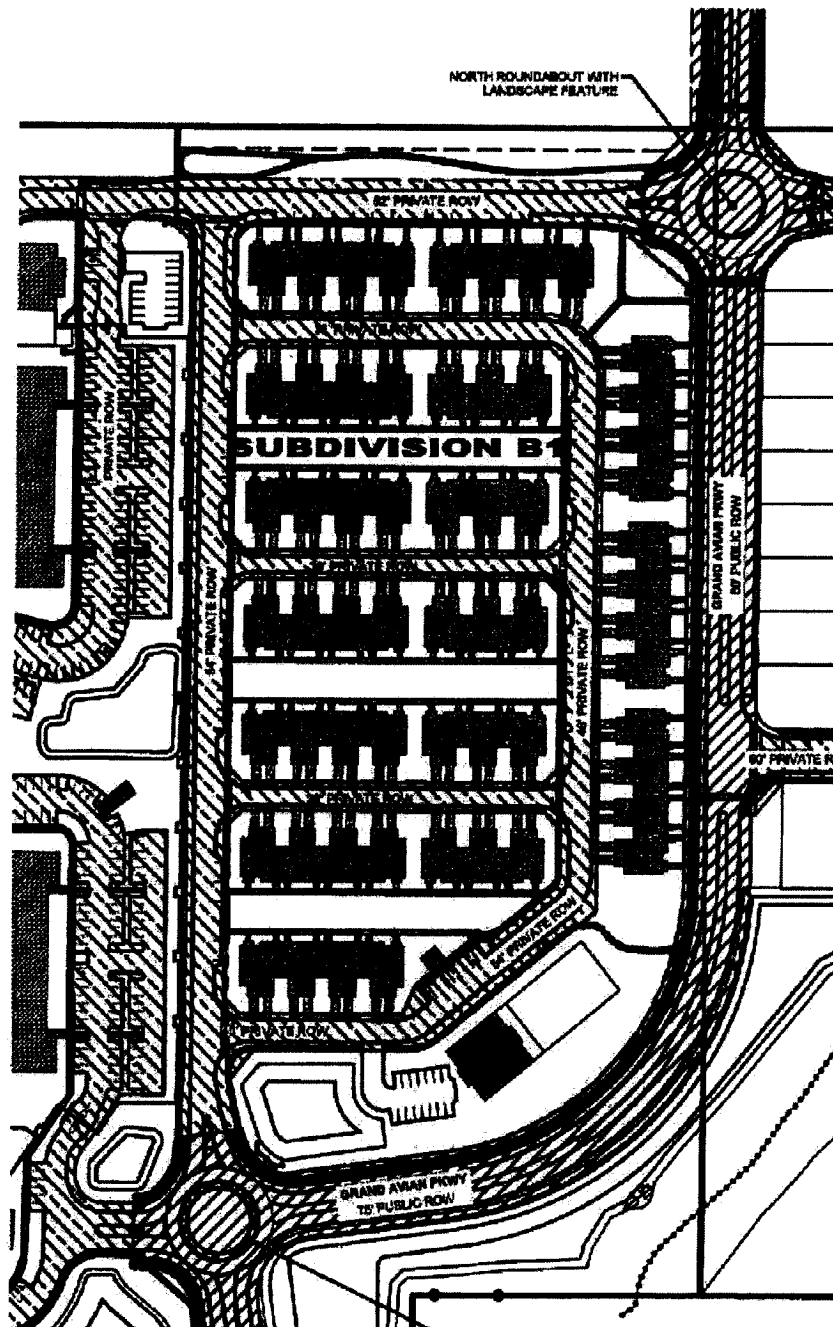


Exhibit “D”

Road Delineation Plan (Internal Streets)





PROPOSED PRIVATE
RIGHT-OF-WAY

PROPOSED PUBLIC
RIGHT-OF-WAY

SCALE: 1" = 200'

Response	Percentage
Very much	100%
Somewhat	100%

N V 5

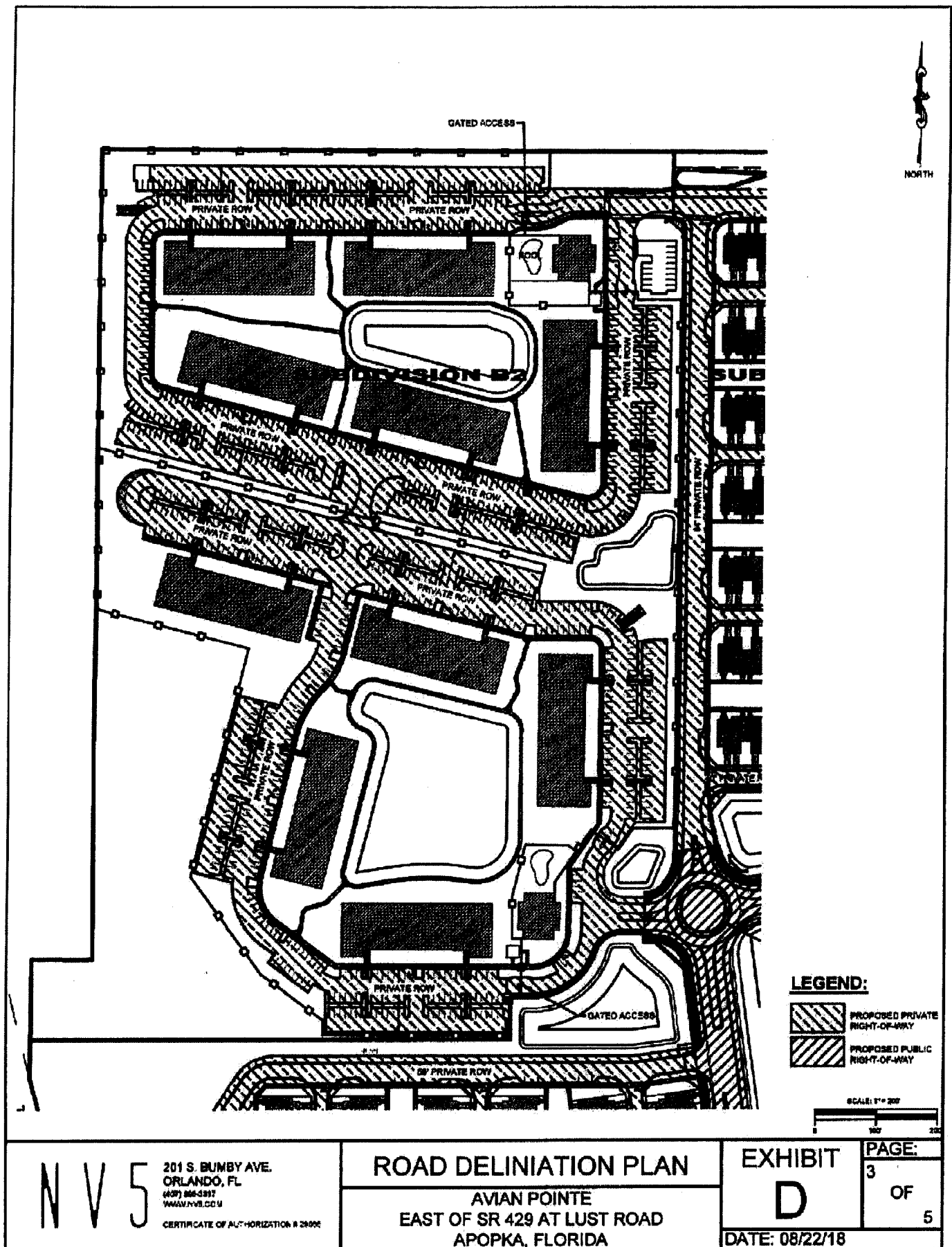
CERTIFICATE OF AUTHORIZATION - 2002

AVIAN POINTE
EAST OF SR 429 AT LUST ROAD
APOPKA, FLORIDA

EXHIBIT
D

2 OF 5

DATE: 08/22/18



LEGEND:

-  PROPOSED PRIVATE RIGHT-OF-WAY
-  PROPOSED PUBLIC RIGHT-OF-WAY

SCALE: 1" = 200'



N V 5

201 S. BUMBY AVE.
ORLANDO, FL
(407) 866-3312
WWW.NV5.CO.U

CERTIFICATE OF AUTHORIZATION # 28006

ROAD DELINEATION PLAN

AVIAN POINTE
EAST OF SR 429 AT LUST ROAD
APOPKA, FLORIDA

EXHIBIT

D

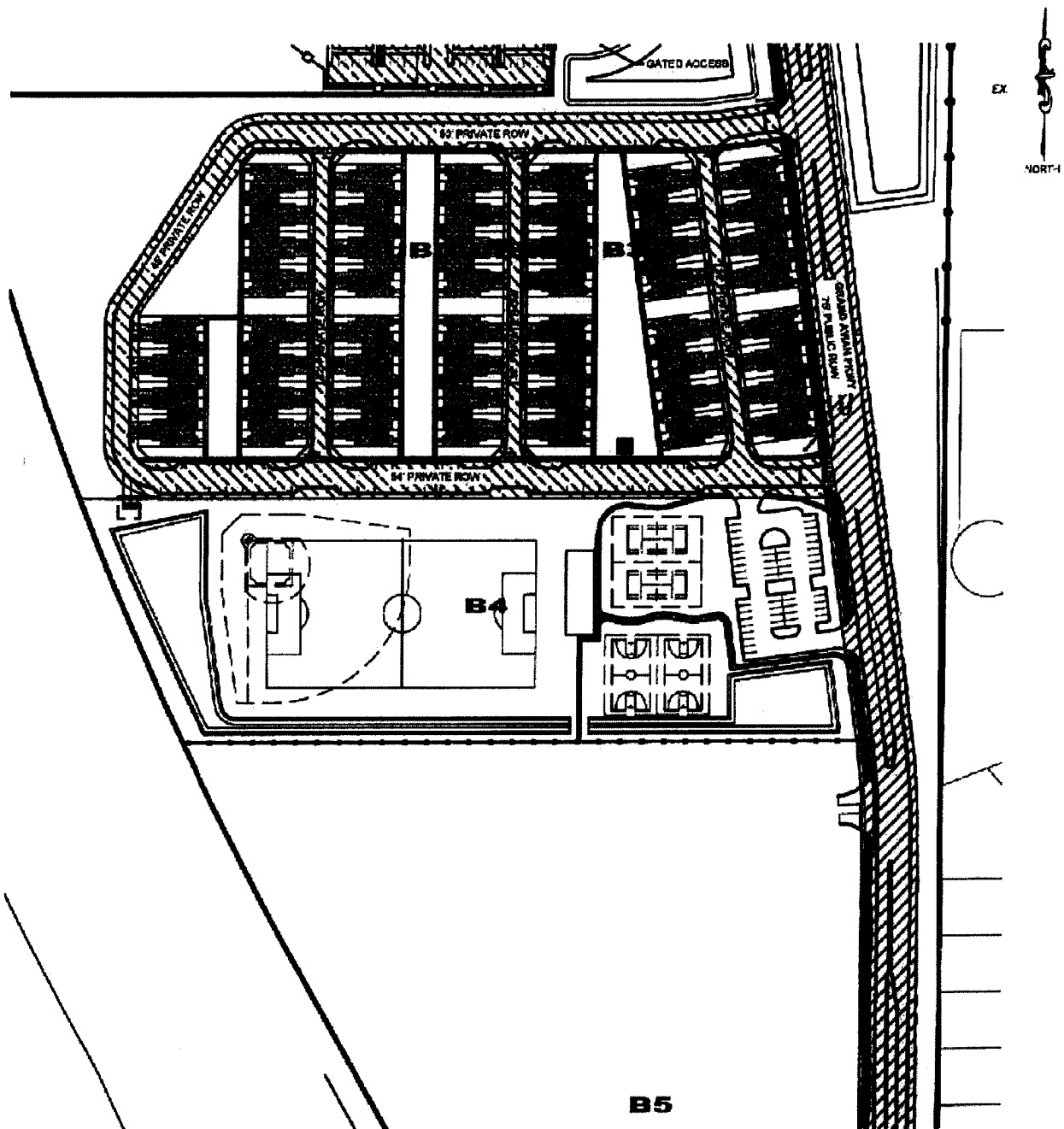
PAGE:

3

OF

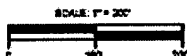
5

DATE: 08/22/18



LEGEND:

	PROPOSED PRIVATE RIGHT-OF-WAY
	PROPOSED PUBLIC RIGHT-OF-WAY



N V 5 201 S. BUMBY AVE. ORLANDO, FL (407) 896-3317 WWW.NVS.COM CERTIFICATE OF AUTHORIZATION # 29095	ROAD DELINIATION PLAN AVIAN POINTE EAST OF SR 429 AT LUST ROAD APOPKA, FLORIDA	EXHIBIT D DATE: 08/22/18	PAGE: 4 OF 5

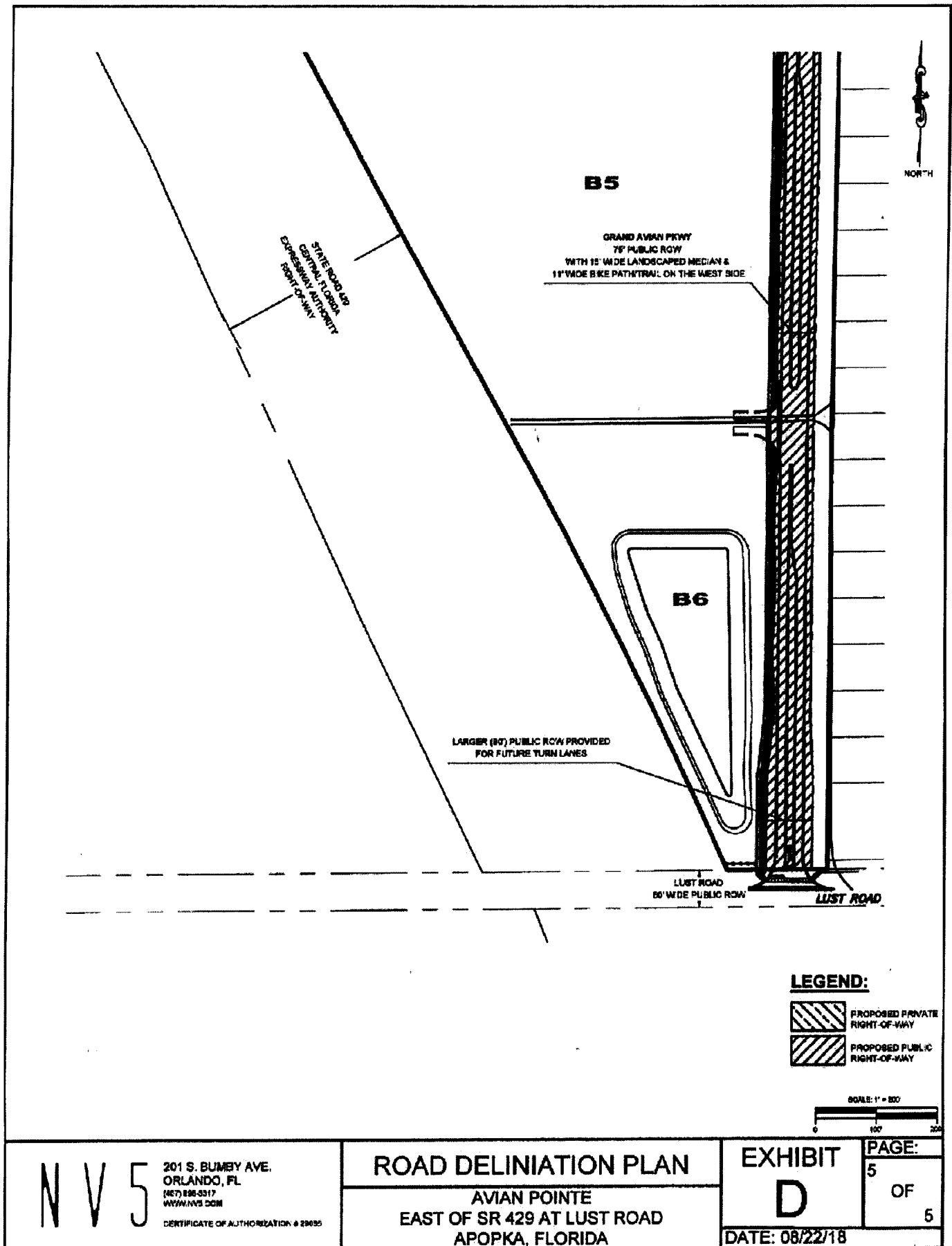


Exhibit "E"
Additional Luxury Apartment Amenity Features

Wireless High Speed Internet Access
Balcony/Porch
Fitness Center
Resort-style swimming pool
Dog Park
Walk-in showers
Energy-efficient appliances
Full-size washer and dryer available in two (2) and three (3) bedroom apartments
Full or stacked washer and dryer available in one-bedroom apartments
Walk-in closets
On-site security
Basketball court, tennis court and/or racquetball court
Bicycle trailers/bicycle racks
Bicycle and storage areas
Solid surface countertops
Corporate units
9-foot high ceilings
Business center in club house
Enclosed garage or covered parking spaces

DEVELOPMENT SUMMARY

PARKING SUMMARY

SUB-DIVISION	USE	TOTAL # OF UNITS	PARKING SPACE			
			REQUIRED PER UNIT	PROVIDED PER UNIT	ENCLOSED PER UNIT	OVERFLOW/ GUEST
A	SINGLE FAMILY	56	2	4	2	12
B1	TOWNHOMES	118	2	2	1	60
B2	APARTMENTS	480	SEE APARTMENT UNIT SUMMARY BELOW			
B3	TOWNHOMES	104	2	2	1	56
B4	COMMUNITY PARK	N/A	N/A	N/A	N/A	
B5	FLEX ZONE	N/A	PER LDC STANDARDS BY USE			

SUBDIVISION B2 APARTMENT UNIT SUMMARY

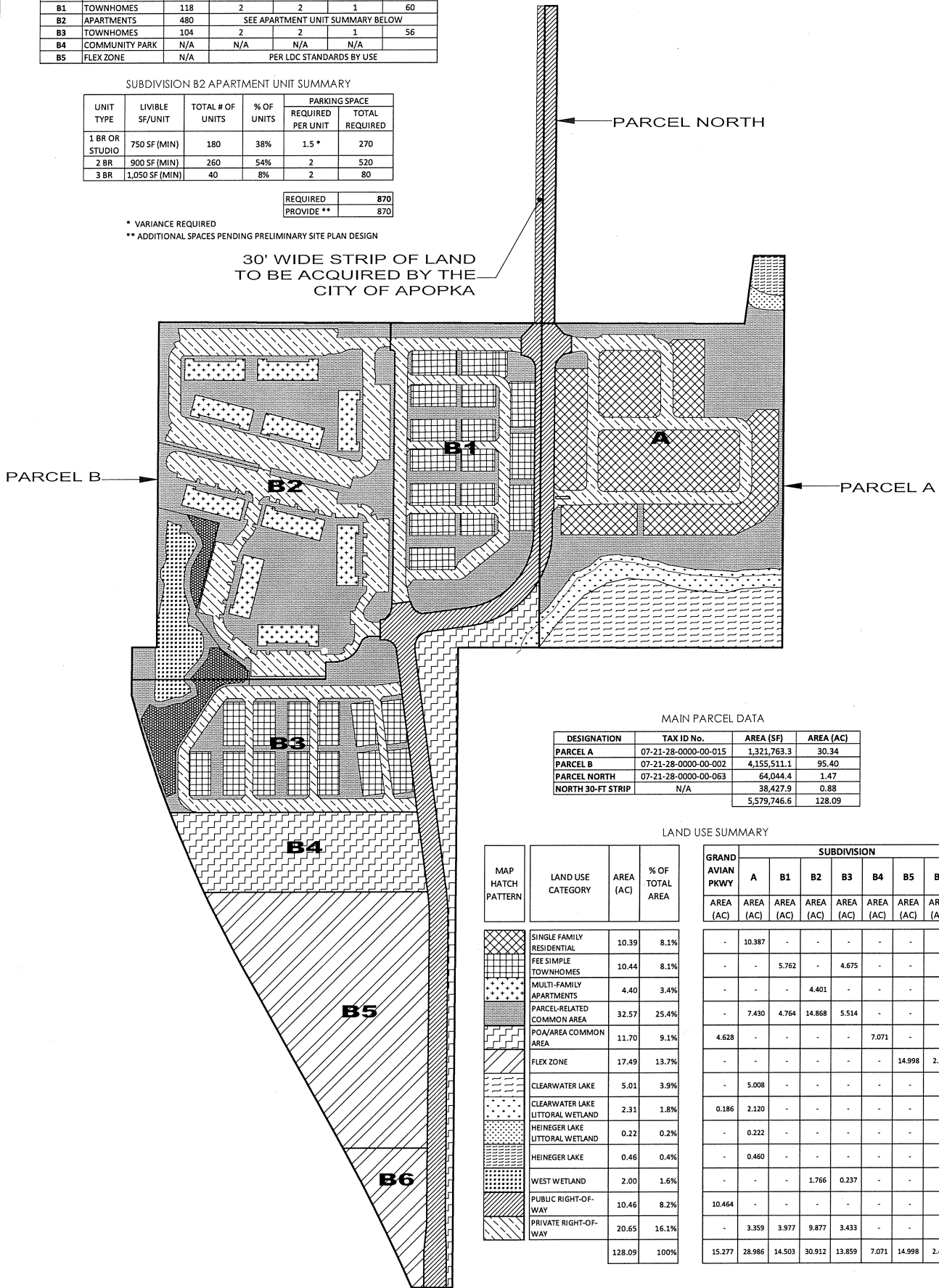
UNIT TYPE	LIVABLE SF/UNIT	TOTAL # OF UNITS	% OF UNITS	PARKING SPACE	
				REQUIRED PER UNIT	TOTAL REQUIRED
1 BR OR STUDIO	750 SF (MIN)	180	38%	1.5 *	270
2 BR	900 SF (MIN)	260	54%	2	520
3 BR	1,050 SF (MIN)	40	8%	2	80

REQUIRED	870
PROVIDE **	870

* VARIANCE REQUIRED

** ADDITIONAL SPACES PENDING PRELIMINARY SITE PLAN DESIGN

30' WIDE STRIP OF LAND TO BE ACQUIRED BY THE CITY OF APOPKA



MAIN PARCEL DATA

DESIGNATION	TAX ID No.	AREA (SF)	AREA (AC)
PARCEL A	07-21-28-0000-00-015	1,321,763.3	30.34
PARCEL B	07-21-28-0000-00-002	4,155,511.1	95.40
PARCEL NORTH	07-21-28-0000-00-063	64,044.4	1.47
NORTH 30-FT STRIP	N/A	38,427.9	0.88
		5,579,746.6	128.09

LAND USE SUMMARY

MAP HATCH PATTERN	LAND USE CATEGORY	AREA (AC)	% OF TOTAL AREA	SUBDIVISION							
				GRAND AVIAN PKWY	A	B1	B2	B3	B4	B5	B6
				AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)
	SINGLE FAMILY RESIDENTIAL	10.39	8.1%	-	10.387	-	-	-	-	-	-
	FEE SIMPLE TOWNHOMES	10.44	8.1%	-	-	5.762	-	4.675	-	-	-
	MULTI-FAMILY APARTMENTS	4.40	3.4%	-	-	-	4.401	-	-	-	-
	PARCEL-RELATED COMMON AREA	32.57	25.4%	-	7.430	4.764	14.868	5.514	-	-	-
	POA/AREA COMMON AREA	11.70	9.1%	4.628	-	-	-	-	7.071	-	-
	FLEX ZONE	17.49	13.7%	-	-	-	-	-	-	14.998	2.487
	CLEARWATER LAKE	5.01	3.9%	-	5.008	-	-	-	-	-	-
	CLEARWATER LAKE LITTORAL WETLAND	2.31	1.8%	0.186	2.120	-	-	-	-	-	-
	HEINER LAKE LITTORAL WETLAND	0.22	0.2%	-	0.222	-	-	-	-	-	-
	HEINER LAKE	0.46	0.4%	-	0.460	-	-	-	-	-	-
	WEST WETLAND	2.00	1.6%	-	-	-	1.766	0.237	-	-	-
	PUBLIC RIGHT-OF-WAY	10.46	8.2%	10.464	-	-	-	-	-	-	-
	PRIVATE RIGHT-OF-WAY	20.65	16.1%	-	3.359	3.977	9.877	3.433	-	-	-
		128.09	100%	15.277	28.986	14.503	30.912	13.859	7.071	14.998	2.487

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

OVERALL MASTER PLAN

FLOODPLAIN NOTES:

- PER FEMA FIRM MAP NO. 12096C0120F PARTS OF PARCEL A AND B ARE WITHIN FLOOD ZONES "A" AND "AE". FLOOD COMPENSATING VOLUME WILL BE PROVIDED FOR ALL FILL ENCROACHMENTS MADE TO THE EXISTING FLOODPLAIN.

WETLAND NOTES:

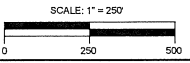
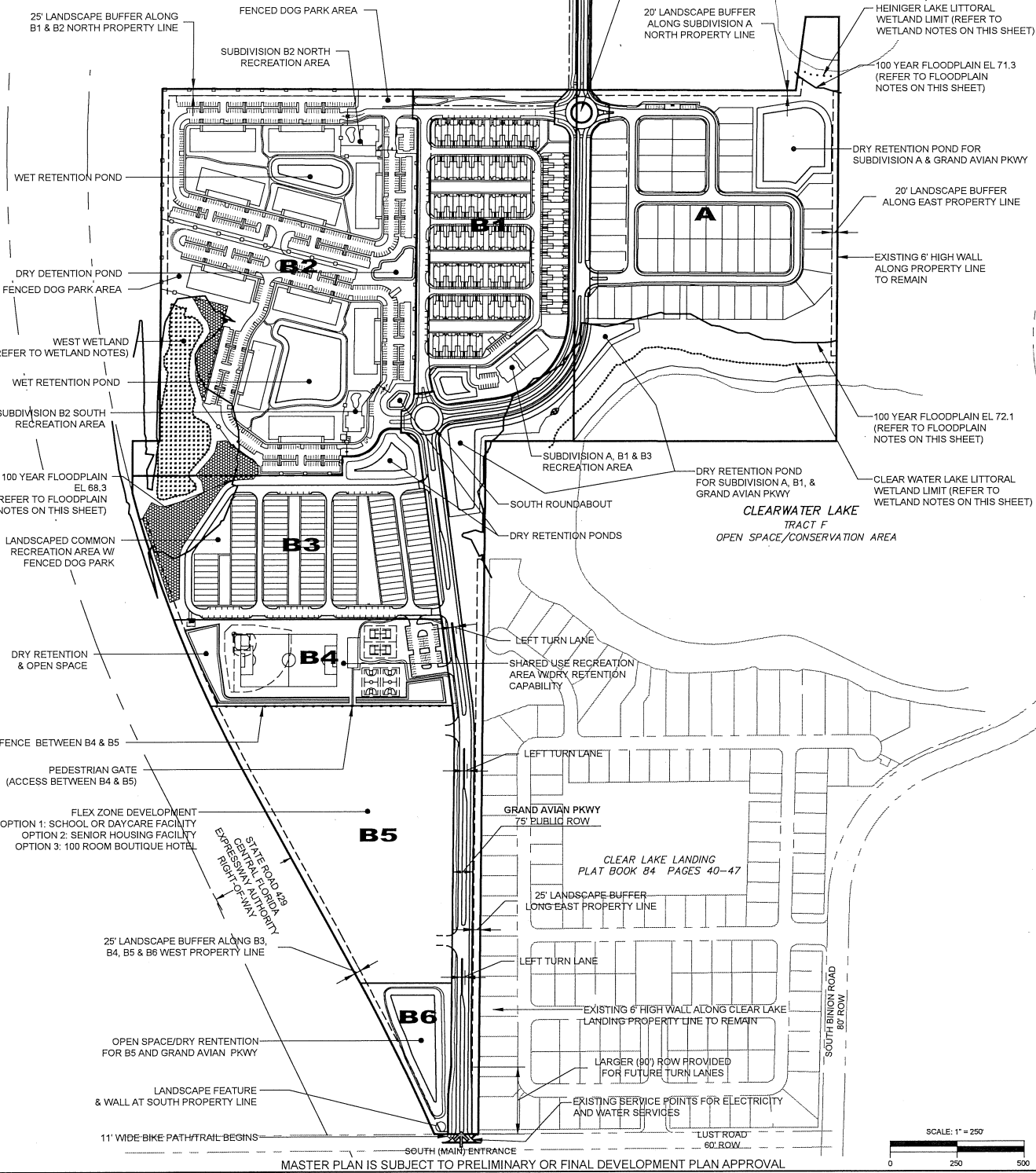
- CLEAR WATER LAKE & LAKE HEINER: NO IMPACTS TO THESE WATER BODIES AND ASSOCIATED WETLANDS SHALL OCCUR. THEREFORE, NO MITIGATION SHOULD BE REQUIRED AS LONG AS AN UPLAND BUFFER OF 25-FT AVERAGE WIDTH AND 15-FT MINIMUM WIDTH IS PROVIDED BETWEEN THE WETLANDS AND PROPOSED DEVELOPMENT.
- THE CLEAR WATER LAKE LITTORAL WETLAND LIMIT HAS BEEN DETERMINED AND ESTABLISHED AT ELEVATION 85-FT (NAVD83) CONTOUR LINE, PER SURVMD.
- WETLAND LOCATED AT THE WEST PROPERTY LINE, SOUTH-WEST CORNER OF SUBDIVISION B2, IS OF LOW QUALITY, AND WILL REQUIRE COMPENSATORY MITIGATION FOR PROPOSED IMPACTS.

ROADWAY NOTES:

- CURB RADIUS AT INTERSECTIONS AND APARTMENT BLOCK PERIMETERS SHALL BE 35' MINIMUM.
- CURB RADIUS AT APARTMENT PARKING AISLE MEDIANS SHALL BE 25' MINIMUM.
- ALL PAVING SHALL COMPLY WITH CITY OF APOPKA & FDOT DESIGN STANDARDS.
- PUBLIC RIGHTS OF WAY ALONG PROPOSED GRAND AVIAN PARKWAY AS FOLLOWS:
 - SEGMENT A (FROM LUST ROAD TO SOUTH ROUNDABOUT) - VARIES FROM 90' TO 75'
 - SEGMENT B (FROM SOUTH ROUNDABOUT TO NORTH ROUNDABOUT) - VARIES FROM 75' TO 80'
 - SEGMENT C (FROM NORTH ROUNDABOUT TO PETERSON ROAD) - VARIES FROM 75' TO 80'

UTILITIES NOTES:

- WATER & ELECTRIC SERVICES SHALL CONNECT TO EXISTING SERVICE POINTS LOCATED IN THE LUST ROAD RIGHT OF WAY SUBJECT TO CITY REVIEW & APPROVAL.



MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

ENGINEER
EDUARDO GARCIALUNA, P.E.
FL LIC # 1605620

PREL. MGR. ECL
DESIGNER: ECL
CHECKED: JM

DATE: JAN 25, 2018

RECORD DRAWING
THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

NO. DATE REVISIONS

07/25/18 CITY OF APOPKA PUD MASTER REVIEW #3

07/25/18 CITY OF APOPKA PUD MASTER REVIEW #2

06/05/18 CITY OF APOPKA PUD MASTER REVIEW #1

ENGINEER: ECLIC #

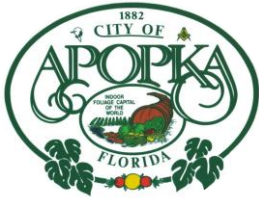
AVIAN POINTE
PUD MASTER PLAN AMENDMENT
(MIXED USE MASTER PLAN)
2771 LUST ROAD
APOPKA, FLORIDA
APOPKA CLEAR LAKE INVESTMENTS, LLC

DEVELOPMENT
SUMMARY & OVERALL
MASTER PLAN

501 SOUTH BURNY AVENUE, SUITE 100, APOPKA, FL 32030
TEL: (407) 944-1237 FAX: (407) 944-1237
WWW.LOCHRANE.COM
LOCHRANE
Consulting Engineers - Surveyors
An NVIS Company
CERTIFICATE OF AUTHORIZATION # 00000001

DRAWING NO.
ZA.02

SHEET
3 OF
15



CITY OF APOPKA PLANNING COMMISSION

☐	PUBLIC HEARING	MEETING OF:	June 11, 2019
☒	SITE PLAN	FROM:	Community Development
☐	SPECIAL REPORTS	EXHIBITS:	Vicinity Map
☒	OTHER: Preliminary Development Plan		Preliminary Dev. Plan
			Development Agreement
			PD Master Plan

SUBJECT: AVIAN POINTE PARCEL B4 – PRELIMINARY DEVELOPMENT PLAN

REQUEST: RECOMMEND APPROVAL OF THE AVIAN POINTE PARCEL B4
PRELIMINARY DEVELOPMENT PLAN

SUMMARY:

OWNER:	Apopka Clear Lake Investments, LLC
APPLICANT:	NV5, Inc., c/o Jason P. Mahoney, P.E.
LOCATION:	Parcel B4, Avian Pointe PUD - located south of Peterson Road and east of SR 429 and north of Clearwater Lake
PARCEL ID NUMBER:	07-21-28-0000-00-002
EXISTING USE:	Vacant
FLUM DESIGNATION:	Residential Medium Density
CURRENT ZONING:	PD (Planned Development)
PROPOSED DEVELOPMENT:	Shared use recreational parcel for the Avian Pointe PD
TRACT SIZE:	7.04 +/- acres
APPLICABLE LDC:	1993 Land Development Code Avian Pointe Planned Unit Development Master Plan (Ord. No. 2671)

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	Mixed Use (0-15 du/ac)	PD (Planned Development)	Parcel B3 – Avian Pointe PD (proposed townhome subdivision)
East	Low Density Residential (0-5 du/ac)	PD (Planned Development)	Grand Avian Parkway
South	Residential Medium Density (0-10 du/ac)	PD (Planned Development)	Parcel B5 – Avian Pointe PD (flex parcel – proposed school site, senior housing, or 100-room boutique hotel)
West	Residential Medium Density (0-10 du/ac)	PD (Planned Development)	SR 429 right-of-way

Project Use: The applicant has submitted a Preliminary Development Plan detailing the development of a shared use recreational area on 7.04 acres for the Avian Pointe PD. The subject property is located on Parcel B4 within the Avian Pointe PD, which is located south of Peterson Road and west of SR 429. The Avian Pointe PD allows for the development of 758 residential units consisting of single-family, townhomes, and apartment units. Additional uses within the PD includes the proposed shared use recreation area, and a flex use parcel consisting of either a school or daycare facility, senior housing facility, or a 100 room boutique hotel. Consistent with the approved PD Master Plan, the shared use recreational parcel consists of a tot lot, restrooms, basketball courts, multi-purpose sports field, and parking area. This facility is accessible to all residents within the PD and will be accessed via Grand Avian Parkway, and will be owned and maintained by the master Avian Pointe homeowners association.

Access: Two ingress/egress access points allowing vehicular and pedestrian access are located along Grand Avian Parkway. Grand Avian Parkway is the spine road that is detailed within the Avian Pointe PD that connects Lust Road to Peterson Road and will allow road access to all proposed developments within the PD. A parking area consisting of 51 parking spaces is provided, of which two are handicap parking spaces. Vehicular and pedestrian connections are provided to the remainder of the PD via Grand Avian Parkway. Gated pedestrian access will be provided to allow access to Parcel B5, which is located to the south of the subject property.

Stormwater: Stormwater retention is located on the southern and western portions of the site. The stormwater retention pond will be owned and maintained by the master Avian Pointe homeowners association. Additionally a lift station dedicated to the City of Apopka will be located on the northwestern corner of the site. The lift station will be accessed via a 15-foot wide temporary stabilized access road.

Buffer/Tree Program: Consistent with the approved PD Master Plan, landscaping consisting of Live Oaks, Sylvester Palm, Red Maple, Bald Cypress and Walter's Viburnum is provided on site.

Development Agreement

The below conditions set forth in the Avian Ponte Development Agreement and Transportation Agreement are applicable to this phase of the Avian Pointe PD Master Plan.

1. (Paragraph 3, D.A.) The Avian Pointe Master Association must be established prior to the issuance of the first building permit (residential).
2. (Paragraph 7, D.A.) The Community Park, Phase 4-B, of the PD, is not required to be completed until the issuance of the 220th residential building permit, or one year after the construction of the elementary school.
3. (Paragraph 11, D.A.). Developer shall submit a document for review by City staff demonstrating common design themes for utility and equipment located within common areas or private and public roadways, entrance features, including but not limited to decorative street light poles, street name theme, and park benches/furniture. Entrance features and landscape plans for the roundabout shall also be submitted for review by City staff.
4. (Paragraph 10.b, D.A.). School. A public or private school utilizing serving school age children from grades kindergarten (including pre-school) to 12th grade. Any middle school (7th, 8th, or 9th grades) or high school (9th, 10th, 11th, or 12th grades) is a permissible use within Phase B-5 may be required by the City to submit an updated traffic impact analysis. In the event that the Flex Space Phase is developed as a school use, the Master Association shall, upon the request of the school, enter into a shared use agreement with the owner of the school property to enable the school to utilize a portion of the Recreational Area Phase during normal school hours. Such use agreement shall set forth an obligation of the owner of the school property to participate in the maintenance costs of the Shared Recreational Area Phase (Parcel B-4) and Phase B-5 on a fair share basis to be agreed upon between the parties. The shared use agreement shall ensure the school has use of the Shared Recreation Area during school hours and during organized school activities. Additionally upon request from the City or Orange County Public Schools, Developer or the Master Association shall dedicate a 15-foot-wide pedestrian easement to the City and Orange County Public Schools. [Applicable portion underscored]

SCHOOL CAPACITY REPORT: Since this is a recreational tract for a residential subdivision, school capacity issues are not required to be addressed.

ORANGE COUNTY NOTIFICATION: The County was notified at the time of the subdivision plan for this property through the DRC agenda distribution.

PUBLIC HEARING SCHEDULE:

June 11, 2019 - Planning Commission, 5:30 pm

July 3, 2019 - City Council, 1:30 pm

RECOMMENDATION ACTION:

The **Development Review Committee** finds the Preliminary Development Plan consistent with the Avian Pointe PD Master Plan and recommends approval of the Avian Pointe Parcel B4 Preliminary Development Plan.

Recommended Motion: Find the Preliminary Development Plan consistent with the Avian Pointe PD Master Plan and the Land Development Code, and recommend approval of the Avian Pointe Parcel B4 Preliminary Development Plan.

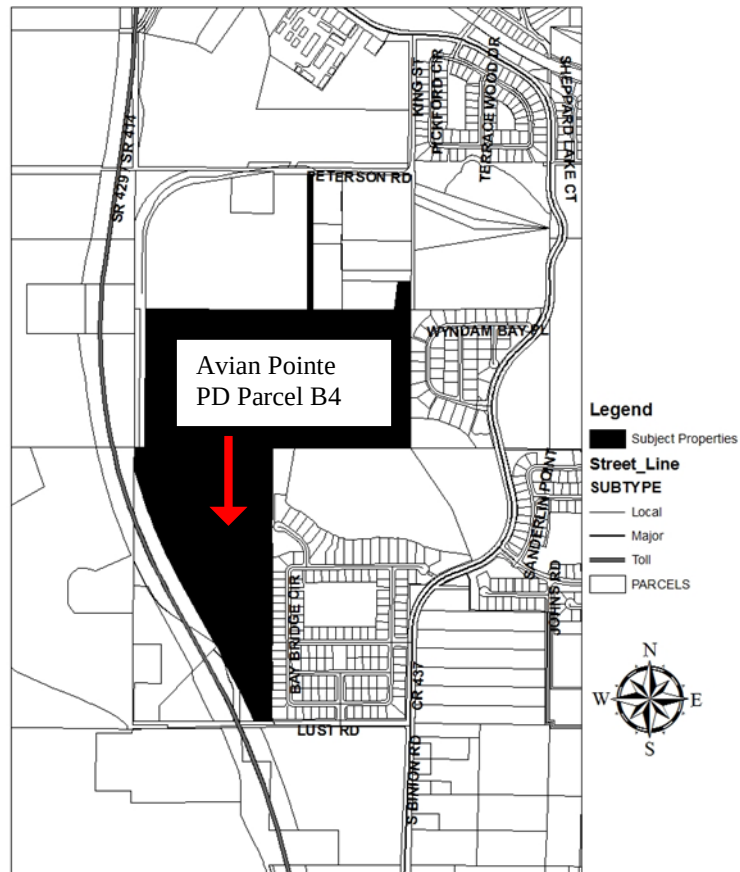
Planning Commission Role: The role of the Planning Commission for this development application is to advise the City Council to approve or deny based on consistency with the Comprehensive Plan and Land Development Code and PUD Master Plan.

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.

Project: AVIAN POINTE
Owned by: Apopka Clear Lake Investments, LLC
Located: South of Peterson Road and east of SR 429 and north of Clearwater Lake
Parcel ID#: 07-21-28-0000-00-002



VICINITY MAP



***PRELIMINARY DEVELOPMENT PLAN
PARCEL B4 AT AVIAN POINTE***

SITE CONSTRUCTION OFF GRAND AVIAN PARKWAY ROADWAY PROJECT

A7

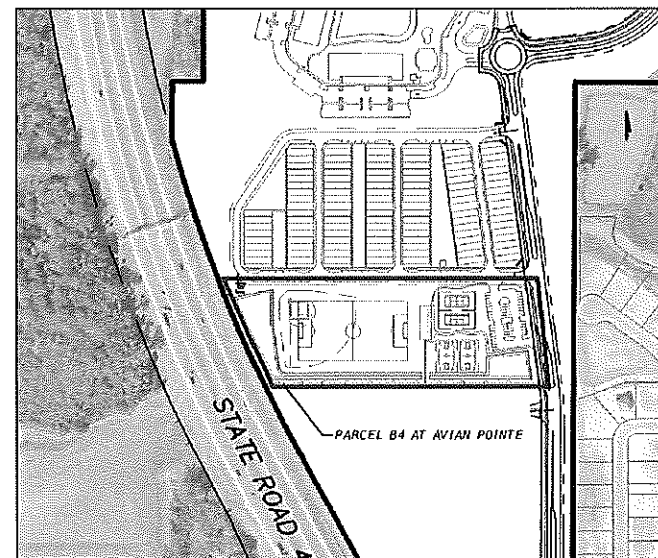
PARCEL I.D. #

07-21-28-0000-00-002

APOPKA, FLORIDA

INDEX OF CONSTRUCTION PLANS

<u>SHEET NO.</u>	<u>SHEET NAME</u>
1	COVER SHEET
2	GENERAL NOTES
3 - 4	SITE PLAN
5 - 6	PAVING AND GRADING PLAN
7	FIRE TRUCK ACCESS PLAN
8	UTILITY PLAN
8.1	LIFTSTATION DETAIL SHEET
9 - 12	UTILITY DETAILS
13	BICYCLE RACK DETAIL
14	LIGHTING DETAIL
15	STORMWATER POLLUTION PREVENTION PLAN
16	SEDIMENT & EROSION CONTROL PLAN
17	SEDIMENT & EROSION CONTROL DETAILS
L1 - L2	LANDSCAPE PLANS



CONSULTANTS

ENGINEER
NYS, INC.
201 SOUTH BUMBY AVENUE
ORLANDO, FLORIDA 32803
JUSTIN R. CHRISTENSEN, P.E.
407-896-3317

SURVEYOR
ALLEN & COMPANY
16 EAST PLANT STREE
WINTER GARDEN, FL. 34787
JANES L. RICKMAN, P.L.S.
(407) 654-5355

LANDSCAPE
J. SCOTT LIBERTY
5621 REVELWOOD LOOP
WINTER PARK, FLORIDA 32792
407-719-2124

VICINITY MAP

NTS

PROJECT DATA

PARCEL ADDRESS: 2995 PETERSON ROAD, APOPKA, FL 32703

PARCEL B - SITE DATA TABLE

PARCEL B - SITE DATA TABLE						
PARCEL ID NUMBER	07-21-28-0000-00-002					
FUTURE LAND USE	CURRENT:		LOW-RES		PROPOSED: LOW-RES	
ZONING	CURRENT:	PD R-1			PROPOSED: PD R-1	
ADJACENT LAND USE	NORTH:	MIND USE	EAST:	PD R-1	SOUTH:	CITY ROW
ADJACENT ZONING	NORTH:	A-1	EAST:	R-1AA	SOUTH:	PUBLIC ROW
ACREAGE/SQUARE FOOTAGE	ACRES:	95.397			SF:	4,166,511.10
BUILDING HEIGHT	PROPOSED:	35-FT OR LESS (FOR TOWNHOME) 50-FT OR LESS (FOR APARTMENT)			MAX:	35-FT (TOWNHOME) 50-FT (APARTMENT, ORDENANCE NO. 2068)
BUILDING SETBACKS	REFER TO DEVELOPMENT STANDARD & GUIDELINES, DRAWING NO. ZA.02A					
OPEN SPACE	REFER TO OPEN SPACE & RECREATION PLAN, DRAWING NO. ZA.07 & ZA.08					

PARCEL B4 LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-002
 COMMENCING AT A POINT OF NORTHING 1578089.000 AND EASTING 477333.312 ;
 THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 4850.000 FEET,
 A DELTA ANGLE OF 04° 09' 03.31" AND WHOSE LONG CHORD BEARS
 S 50.68° E A DISTANCE OF 651.292 FEET ; THENCE
 N 89° 59' 41.1" E A DISTANCE OF 1000.089 FEET ; THENCE BEARING
 S 7° 35' 2.338 E A DISTANCE OF 325.604 FEET ; THENCE BEARING
 N 90° 0' 0.000 W A DISTANCE OF 904.218 FEET TO THE POINT OF BEGINNING.

APPLICANT
APOPKA CLEAR LAKE
INVESTMENTS, LLC (PARCEL B)
511 WEST BAY STREET, STE. 350
TAMPA, FL 33606

ENGINEER
NV5, INC.
201 SOUTH BUMBY AVENUE
ORLANDO, FLORIDA 32803
407-896-3317

SHEET

1

CITY OF APOPKA GENERAL NOTES:

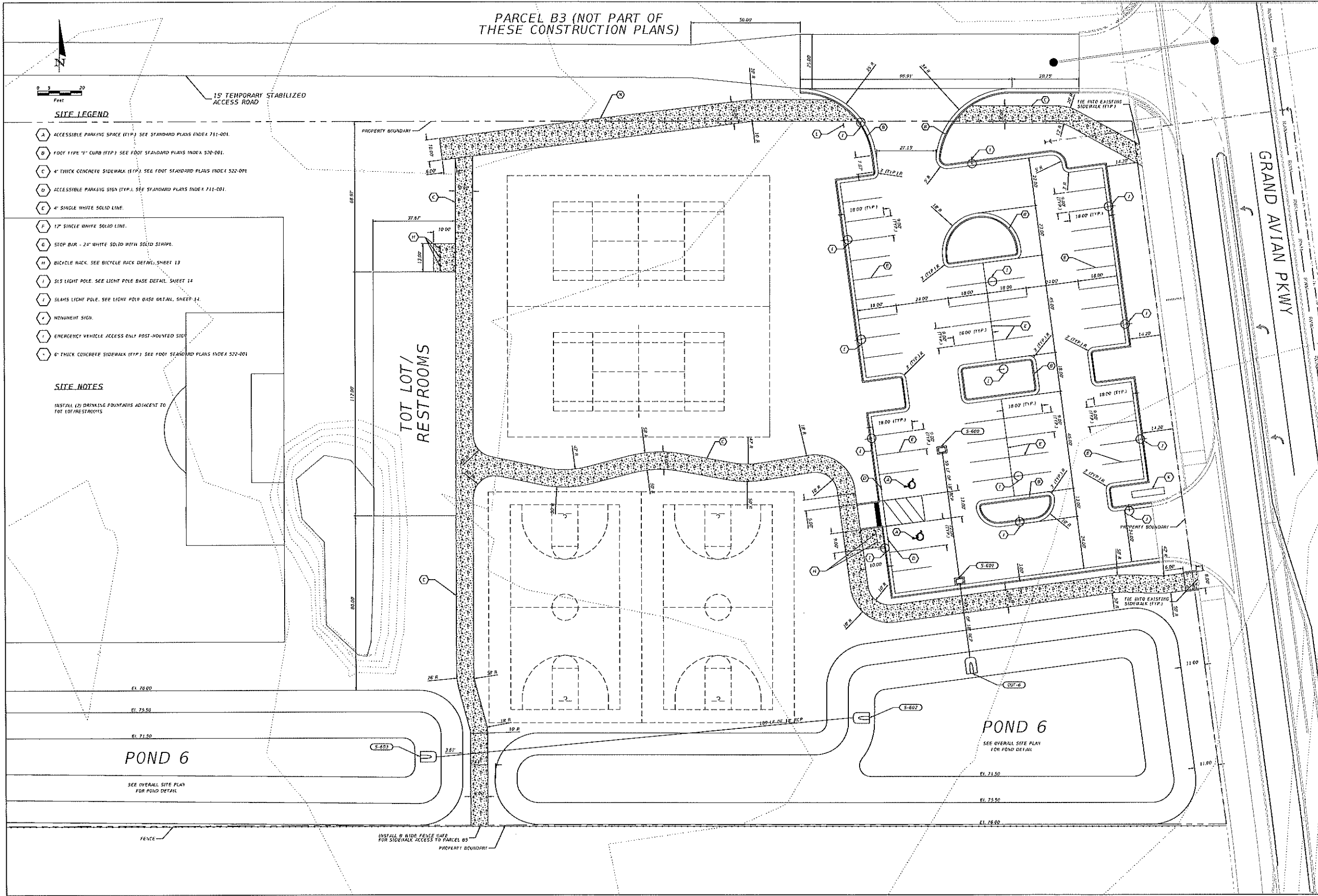
1. GOVERNING STANDARDS AND SPECIFICATIONS FOR THE ROADWAY CONSTRUCTION ARE THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD PLANS (2019 EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2019 EDITION), AND CITY OF APOPKA UTILITIES DESIGN AND CONSTRUCTION STANDARDS MANUAL (2016 EDITION).
2. ALL PERSONAL PROPERTY, EXCEPT MAIL BOXES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY (NOT RELOCATED BY THE PROPERTY OWNER), SHALL BE REMOVED BY THE CONTRACTOR AS NECESSARY TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION PLANS. MAIL BOXES SHALL BE RELOCATED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 110-200.
3. THE DISPOSAL OF EXCESS EARTHWORK MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. APPROVAL OF DISPOSAL SITES SHALL BE OBTAINED FROM THE CITY OF APOPKA PRIOR TO DISPOSAL.
4. ALL EXISTING TREES AND STUMPS WITHIN THE RIGHT-OF-WAY AND LIMIT OF THE PROJECT ARE TO BE REMOVED AS CLEARING AND GRUBBING UNLESS OTHERWISE DIRECTED.
5. SEED AND MULCH ALL DISTURBED AREAS NOT COVERED BY SOD UNLESS OTHERWISE DIRECTED.
6. TURNOUT LOCATIONS AND WIDTHS SHOWN IN THE CONSTRUCTION PLANS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY OR AS DIRECTED BY THE ENGINEER. ALL TURNOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 522-003.
7. THE VARIOUS PERMITS INCLUDED IN THE BID SPECIFICATIONS PAYMENT ARE INCLUDED IN THE BID PRICE FOR SECTION 104. THE CONTRACTOR SHALL PERFORM HIS WORK IN ACCORDANCE WITH THE REQUIREMENTS OF "PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION", EXCLUDING ITEMS SPECIFIED ELSEWHERE. ENVIRONMENTAL CONTROLS SHALL BE USED AT LOCATIONS DESIGNATED IN THE PLANS AND/OR DESIGNATED BY THE ENGINEER.
8. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES ARE BASED ON AVAILABLE RECORDS AND SURVEYS, BUT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERE TO, AND IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION.
9. PRIOR TO ORDERING DRAINAGE STRUCTURES, THE CONTRACTOR SHALL DETERMINE IF DRAINAGE UTILITY CONFLICTS EXIST. INFORMATION ABOUT POSSIBLE CONFLICTS SHALL BE SUBMITTED TO THE ENGINEER AS SOON AS POSSIBLE AFTER DISCOVERY OF SUCH FOR RESOLUTION.
10. THE CONTRACTOR SHALL NOTIFY ALL GAS UTILITY COMPANIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATION AS REQUIRED BY CHAPTER 77-153 OF THE FLORIDA STATUTES.
11. ALL INLET/MANHOLE - PIPE JOINTS SHALL BE FILLED WITH NON-SHRINK GROUT, COVERED WITH AN ASPHALTIC MASTIC COATING, AND WRAPPED WITH A FILTER FABRIC MATERIAL PER SECTION 13.03.03 OF THE ORANGE COUNTY ROAD CONSTRUCTION SPECIFICATIONS.
12. ALL CURB INLETS, DITCH BOTTOM INLETS, AND MANHOLES SHALL HAVE TRAFFIC BEARING FRAMES AND COVERS OR GRATES MEETING AASHTO-20 LOADING REQUIREMENTS.
13. CHANGES OF PIPE INVERTS NOT EXCEEDING PLUS OR MINUS ONE FOOT WILL NOT BE CONSIDERED AS A BASIS FOR ADDITIONAL COMPENSATION FOR THE PERTINENT PIPE BID ITEM OR FOR MODIFICATION OF PRECAST STRUCTURES.
14. ALL BENCHMARKS (IRONS AND MONUMENTS) SHOWN IN THE CONSTRUCTION PLANS, OR FOUND, SHALL BE PRESERVED. THOSE SHOWN IN PROPOSED PAVEMENT SHALL BE PROTECTED WITH A CAST IRON VALVE BOX.
15. PUBLIC LAND CORNERS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED OR DISTURBED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER, WITHOUT DELAY, BY TELEPHONE. THE CONTRACTOR SHALL PROVIDE WRITTEN FOLLOW UP CONFIRMATION WITHIN 48-HOURS OF TELEPHONE NOTIFICATION.
16. PRIOR TO BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SET OF FIELD NOTES VERIFYING THE BENCHMARK ELEVATIONS AND THE REFERENCE POINT CONNECTIONS ON THE PLAN AND PROFILE VIEW SHEETS, AND/OR A SET OF FIELD NOTES FOR ALL ADDITIONAL BENCHMARK AND REFERENCE POINT CONNECTIONS PROPOSED TO BE USED IN CONSTRUCTING THE PROJECT WITH THEIR LOCATION, DESCRIPTION AND ELEVATION, BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD83). ALL SUBMITTALS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA.
17. WITHIN 21 CALENDAR DAYS AFTER NOTICE TO PROCEED, THE CONTRACTOR SHALL STAKE THE PUBLIC RIGHT-OF-WAY AT 50 FOOT INTERVALS AND THE RIGHT-OF-WAY BREAKS WITH CORRESPONDING STATIONS SHOWN ON THE STAKES. NO INVOICE FOR PAYMENT FOR MOBILIZATION (PAY ITEM NO. 101-1) WILL BE PROCESSED UNTIL THE RIGHT-OF-WAY HAS BEEN STAKED TO THE SATISFACTION OF THE ENGINEER.
18. ANY UNITED STATES CODE (USC) AND NATIONAL GEODETIC SURVEY (NGS) MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER, AND BOTH SHALL NOTIFY:
STATE GEODETIC ADVISOR, NOAA
3900 COMMONWEALTH BLVD. - MS105
TALLAHASSEE, FL PHONE (850) 245-2606
19. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE ALL NECESSARY RIGHT-OF-WAY AND MAINTENANCE OF TRAFFIC PERMITS. THE CITY WILL WAIVE ALL PERMITS REQUIRED FOR CONSTRUCTION ACTIVITIES WITHIN THE LIMITS OF PUBLIC RIGHT-OF-WAY OWNED AND MAINTAINED BY THE CITY OF APOPKA. FOR CONSTRUCTION ACTIVITY WITHIN THE LIMITS OF PUBLIC RIGHT-OF-WAY MAINTAINED BY THE CITY BUT OWNED BY ORANGE COUNTY OR THE STATE OF FLORIDA, THE CONTRACTOR SHALL ACQUIRE THE REQUIRED PERMITS FROM THE AGENCIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN-HAND BEFORE BEGINNING ANY CONSTRUCTION.

20. THE LOCATION OF ALL EXISTING UTILITIES, STORM DRAINAGE SYSTEMS, AND TOPOGRAPHIC FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR INACCURACY. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR SHALL HALT CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE CITY WITHIN 48 HOURS BEFORE ANY INSPECTIONS. ALSO, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA, SCHEDULES AND SIGNING SAID INSPECTIONS.
22. THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE OR PART OF A STRUCTURE WHICH IS LOCATED OUTSIDE THE LINES, GRADES OR GRADING SECTION, ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATIONS OR REMOVAL IS PROVIDED OR IN THE CONTRACT CONSTRUCTION PLANS OR TECHNICAL SPECIFICATIONS.
23. ALL WORK AND ALL MATERIALS FURNISHED SHALL BE IN CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT CONSTRUCTION PLANS OR TECHNICAL SPECIFICATIONS.
24. ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES, ORDINANCES AND REGULATIONS.
25. APPARENT ERRORS, DISCREPANCIES OR OMISSIONS IN THE CONSTRUCTION PLANS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE BIDDING.
26. AFTER COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY A COMPLETED AS-BUILT PLAN ONE WEEK PRIOR TO THE FINAL INSPECTION. BEFORE THE FINAL ACCEPTANCE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM A SITE CLEANUP FOR THE REMOVAL OF TRASH, DEBRIS, EXCESS MATERIALS, AND EQUIPMENT TO PRESENT THE PROJECT SITE CLEAN AND IN GOOD ORDER.
27. NO EXTRA PAYMENTS SHALL BE ALLOWED FOR ANY WORK REQUIRED DUE TO MISUNDERSTANDING OF JOB OR SITE CONDITIONS AFFECTING THE WORK AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS OR SHOWN ON THE CONSTRUCTION PLANS. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN THE CONSTRUCTION PLANS OR TECHNICAL SPECIFICATIONS AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATION AS MAY BE DEEMED NECESSARY FOR THE FULFILLMENT OF THE INTENT OF THE CONTRACT DOCUMENTS. BY ENTERING THE BIDDING PROCESS THE BIDDERS ACKNOWLEDGE ACCEPTANCE OF THESE CONDITIONS.
28. THE CONTRACTOR SHALL SUBMIT FOUR (4) SETS OF DETAILED SHOP DRAWINGS OF ALL MAJOR ITEMS PROPOSED FOR THIS PROJECT TO THE ENGINEER PRIOR TO ORDERING ANY OF THE EQUIPMENT OR MATERIAL. TWO (2) COPIES OF THE SHOP DRAWINGS WILL BE RETURNED TO THE CONTRACTOR. UPON THE CONTRACTOR'S RECEIPT OF APPROVED SHOP DRAWINGS FROM THE ENGINEER, THE CONTRACTOR MAY PROCEED WITH THE WORK.
29. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF CONSTRUCTION WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.
30. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY AND ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.
31. CONNECTION TO EXISTING LINES TO WHICH UTILITY PIPE OF THE CONTRACT MUST CONNECT, THE FOLLOWING WORK SHALL BE PERFORMED:
A. EXPOSE BURIED LINES TO CONFIRM OR DETERMINE END CONNECTION, PIPE MATERIAL AND DIAMETER.
B. FURNISHING AND INSTALLING PIPING AND MAKING PROPER CONNECTIONS.
32. PROJECT SHALL COMPLY WITH THE FOLLOWING:
* AMERICANS WITH DISABILITIES ACT
* CITY OF APOPKA MUNICIPAL & LAND USE CODES, DESIGN GUIDELINES AND STANDARDS.
* CITY OF APOPKA FIRE DEPARTMENT
* FLORIDA FIRE MARSHAL
* FLORIDA DEPARTMENT OF TRANSPORTATION
* ST JOHN'S WATER MANAGEMENT DISTRICT
33. BUFFER, LANDSCAPING, RECREATION & COMMON AREAS WILL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER.
34. BUFFER, WHERE REQUIRED, WILL CONSIST OF LANDSCAPING, BERMS, APPROVED FENCING, EXISTING AND NEW CITY APPROVED TREES.
35. PROJECT INFRASTRUCTURE WILL BE DEVELOPED IN ONE PHASE.
36. UTILITIES SHALL BE PROVIDED BY THE CITY OF APOPKA.
37. PROJECT SHALL COMPLY WITH CITY OF APOPKA DEVELOPMENT REQUIREMENTS PER MUNICIPAL CODE PART III ARTICLE II LAND USE: TYPE, DENSITY AND INTENSITY.
38. STRUCTURES SHALL COMPLY WITH FLORIDA BUILDING CODE, CURRENT ENFORCED EDITION.
39. ROADS, SIDEWALK, AND PARKING AREA SHALL COMPLY WITH FDOT DESIGN AND ENGINEERING REQUIREMENTS. PUBLIC AND PRIVATE RIGHT-OF-WAY PAVEMENT WORK MUST UTILIZE TYPE SP-9.5 ASPHALT.
40. LANDSCAPE AND IRRIGATION PLANS SHALL BE DESIGNED IN ACCORDANCE WITH CITY ORDINANCE NO. 2069.

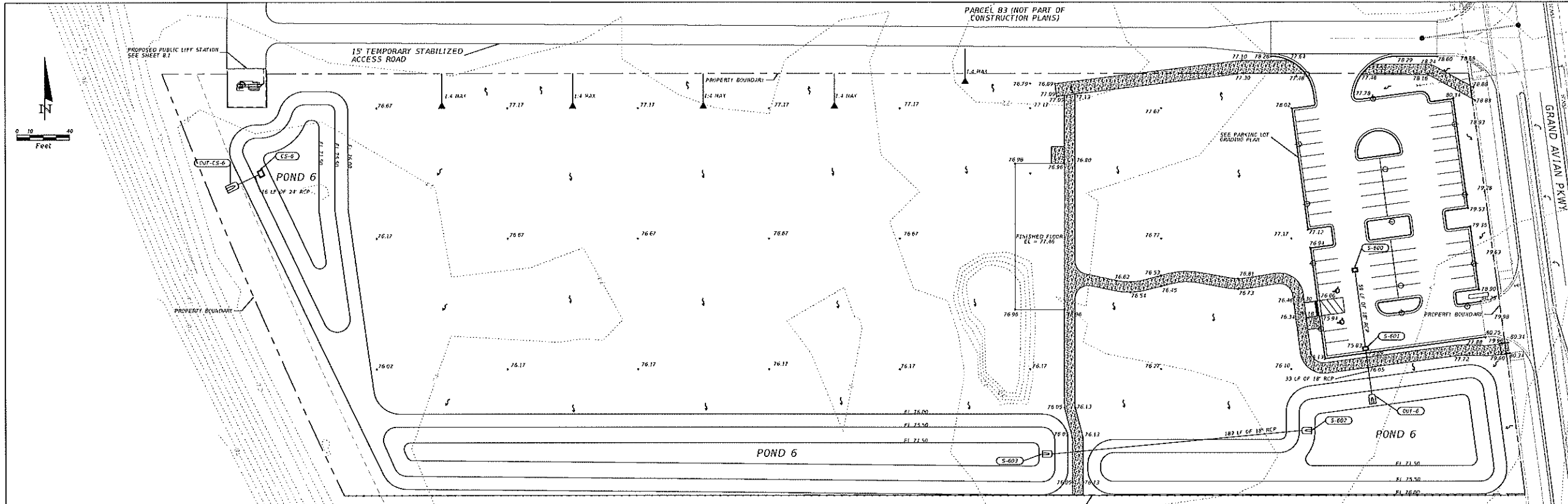
SITE NOTES:

1. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
2. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
3. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
4. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR FROM INVERT IN TO INVERT OUT.

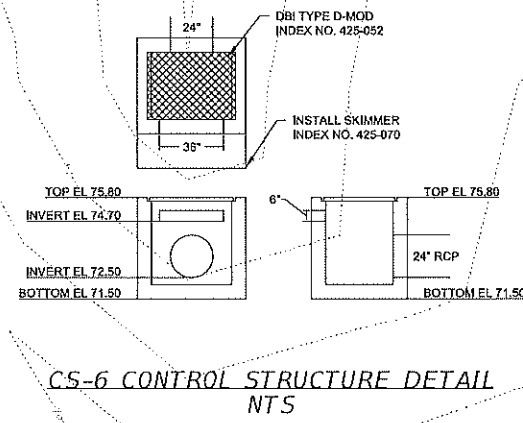
201 S. RUMBLE AVE. ORLANDO, FL 32817 WWW.NV5.COM CERTIFICATE OF AUTHORIZATION # 25065	GENERAL NOTES	PARCEL B4 AVIAN POINTE APOPKA, FLORIDA KRM APOPKA CLEAR LAKE INVESTMENTS, LLC	ENGINEER CHRISTOPHER MANN FL LIC. 081547				JOB # 19062-20
NO. DATE			DESIGNER: DTC	PRL, MGR.: JPM	CHECKED: JPM		
SHEET			DATE: APRIL 17, 2019				
2							



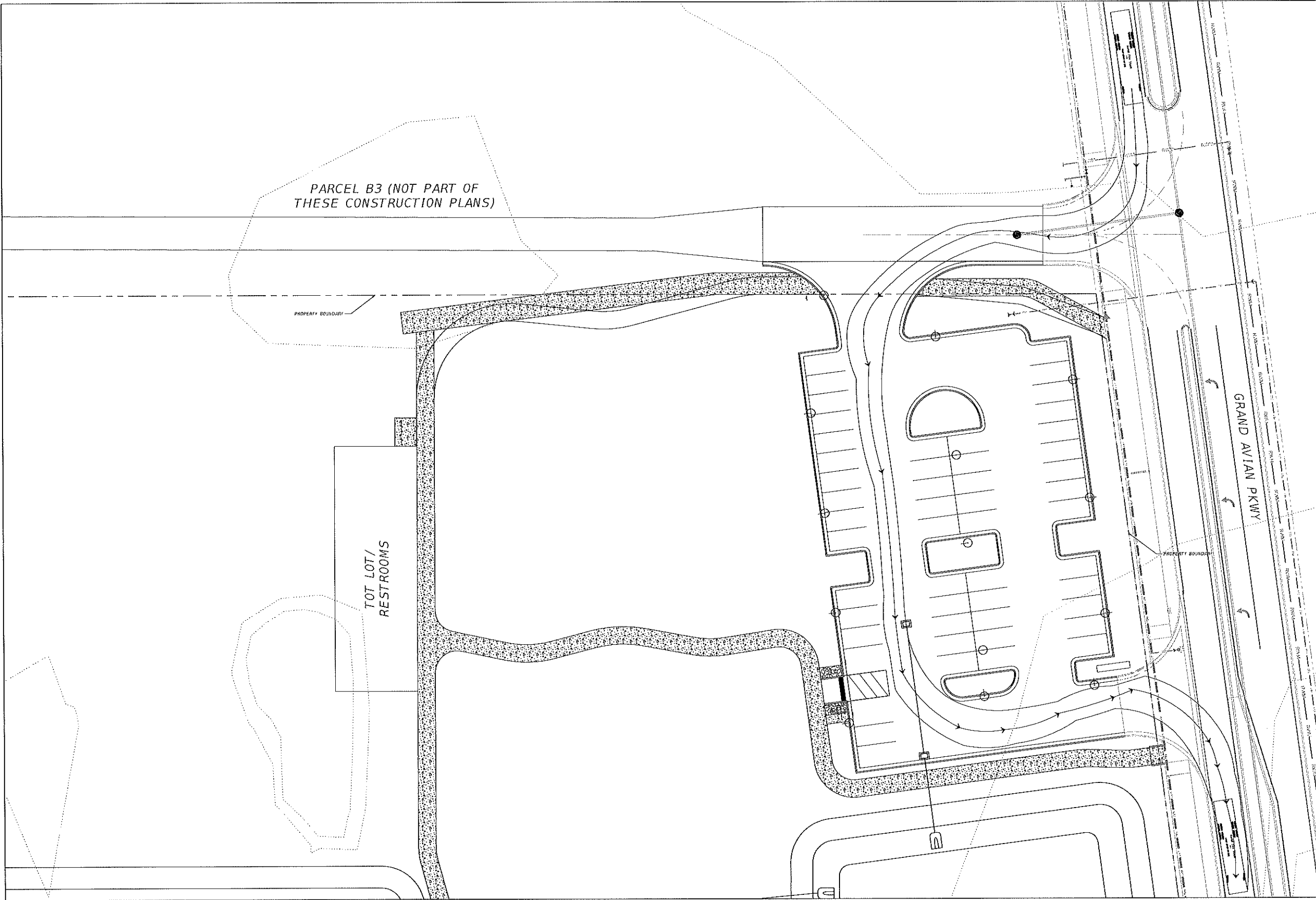
SHEET		4		201 S. BUNBURY AVE. ORLANDO, FL (407) 995-3317 WWW.NVS.COM		NVS		PARKING LOT SITE PLAN		PARCEL B4 AS AVIAN POINTE APOPKA, FLORIDA FOR APOPKA CLEAR LAKE INVESTMENTS, LLC		NO. DATE		REVISIONS		ENGINEER CHRISTOPHER M. COLEMAN P.L. LIC. #81247		JOB NO. 1605270 DWG. NO. JPM DESIGNER/DIC CHECKED: JPM	
												NO. DATE							



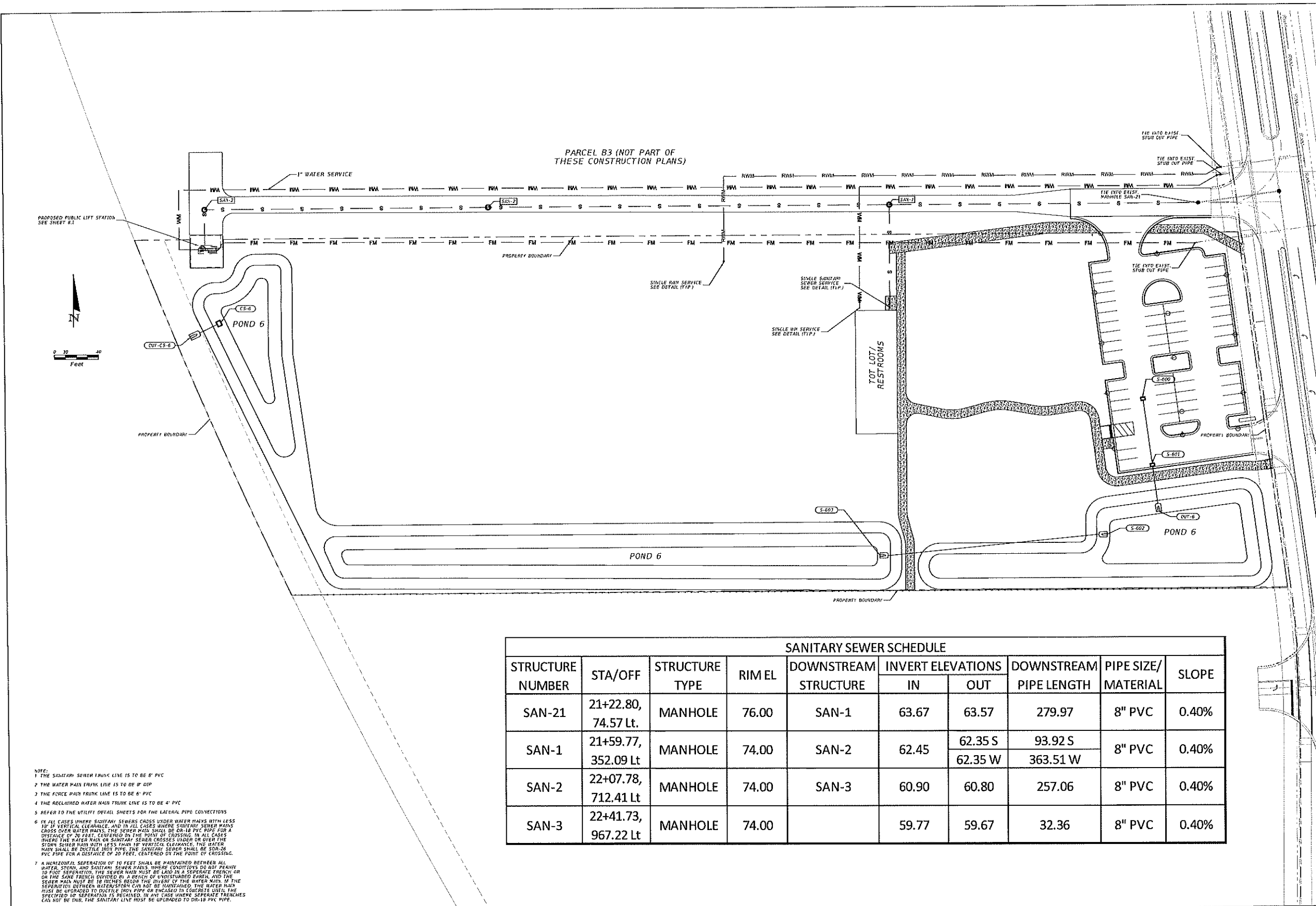
STORM SEWER SCHEDULE					
STRUCTURE NUMBER	STRUCTURE TYPE	STANDARD PLANS INDEX	RIM/EOP	INVERT ELEVATIONS	
				IN	OUT
S-600	FDOT TYPE C INLET	425-052	75.95		73.00
S-601	FDOT TYPE C INLET	425-052	75.33	72.00	72.00
OUT-6	MES	430-021	71.50		71.50
S-602	MES	430-021	71.50	71.50	
S-603	MES	430-021	71.50		71.50
CS-6	FDOT TYPE D INLET	425-052	73.80		70.50
OUT-CS-6	MES	430-021	68.00		68.00



JOB NO. 165920	ENGINEER	DATE: APRIL 17, 2019
PRELIMINARY	DESIGNER: JMC	CHECKED: JMC
PL. LIC. 881247		
REVISIONS	NO.	DATE
RECORD DRAWING		
PARCEL B4	AVIAN POINTE	APOLKA, FLORIDA
OVERALL SITE	GRADING PLAN	
201 S. BUNNEY AVE. ORLANDO, FL 32837 WWW.NVS.COM	NVS	CERTIFICATE OF AUTHORIZATION # 26065
SHEET	5	



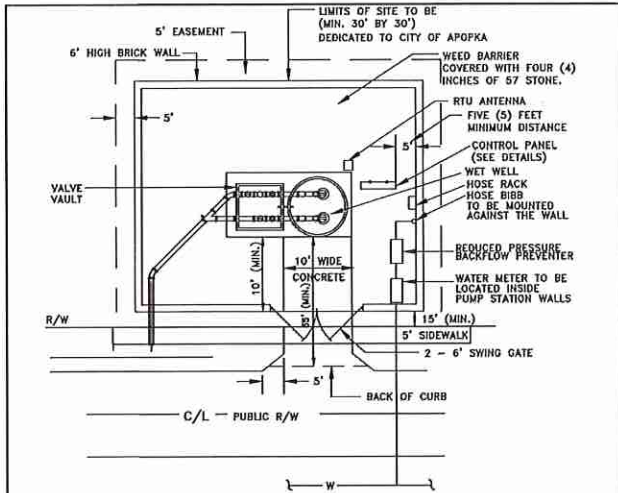
SHEET 7	NV5 201 S. BUMBY AVE. ORLANDO, FL 407.998-3317 WWW.NV5.COM CERTIFICATE OF AUTHORIZATION # 23006	FIRE TRUCK ACCESS PLAN	PARCEL B4 AVIAN POINTE APOPKA, FLORIDA FROM APOPKA CLEAR LAKE INVESTMENTS, LLC	NO. DATE		REVISIONS			
ENGINEER CHRISTOPHER M. GILMAN FL LIC. #81347		JOB # 16052.20		PRJ. MGR. JPM		DESIGNER. GNC		CHECKED. JPM	
		DATE: APRIL 17, 2019							



- NOTE:
1. THE SANITARY SEWER TRUNK LINE IS TO BE 8" PVC
 2. THE WATER MAIN TRUNK LINE IS TO BE 12" DIP
 3. THE FORCE MAIN TRUNK LINE IS TO BE 6" PVC
 4. THE RECLAIMED WATER MAIN TRUNK LINE IS TO BE 4" PVC
 5. REFER TO THE UTILITY DETAIL SHEETS FOR THE LATERAL PIPE CONNECTIONS
 6. IN ALL CASES WHERE SANITARY SEWERS CROSS UNDER WATER MAINS WITH LESS THAN 10' VERTICAL CLEARANCE, AND IN ALL CASES WHERE SANITARY SEWER MAINS CROSS OVER WATER MAINS, THE SEWER MAIN SHALL BE 18" PVC PIPE FOR A DISTANCE OF 20 FEET, CENTERED ON THE POINT OF CROSSING. IN ALL CASES WHERE THE WATER MAIN OR SANITARY SEWER CROSSES UNDER OR OVER THE STORM SEWER MAIN WITH LESS THAN 10' VERTICAL CLEARANCE, THE WATER MAIN SHALL BE DUCTILE IRON PIPE, THE SANITARY SEWER SHALL BE 18" PVC PIPE FOR A DISTANCE OF 20 FEET, CENTERED ON THE POINT OF CROSSING.
 7. A HORIZONTAL SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN ALL WATER, STORM, AND SANITARY SEWER MAINS, WHERE CONDITIONS DO NOT PERMIT 10 FOOT SEPARATION, THE SEWER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON THE SAME TRENCH DIVIDED BY A BENCH OF UNDISTURBED EARTH, AND THE SEWER MAIN MUST BE 18 INCHES BELOW THE INVERT OF THE WATER MAIN. IF THE SEPARATION BETWEEN WATER/STORM CAN NOT BE MAINTAINED, THE WATER MAIN MUST BE UPGRADED TO DUCTILE IRON PIPE OR ENCASED IN CONCRETE UNTIL THE SPECIFIED 10' SEPARATION IS REQUIRED. IN ANY CASE WHERE SEPARATE TRENCHES CAN NOT BE DUG, THE SANITARY LINE MUST BE UPGRADED TO 18" PVC PIPE.

SANITARY SEWER SCHEDULE									
STRUCTURE NUMBER	STA/OFF	STRUCTURE TYPE	RIM EL	DOWNSTREAM STRUCTURE	INVERT ELEVATIONS		DOWNSTREAM PIPE LENGTH	PIPE SIZE/MATERIAL	SLOPE
					IN	OUT			
SAN-21	21+22.80, 74.57 Lt.	MANHOLE	76.00	SAN-1	63.67	63.57	279.97	8" PVC	0.40%
SAN-1	21+59.77, 352.09 Lt	MANHOLE	74.00	SAN-2	62.45	62.35 S	93.92 S	8" PVC	0.40%
						62.35 W	363.51 W		
SAN-2	22+07.78, 712.41 Lt	MANHOLE	74.00	SAN-3	60.90	60.80	257.06	8" PVC	0.40%
SAN-3	22+41.73, 967.22 Lt	MANHOLE	74.00		59.77	59.67	32.36	8" PVC	0.40%

ENGINEER DANIELA M. COLEMAN FL LIC #13147	JOB # 1000020	PRJ MGR. JPM	DESIGNER CAC	CHECKED JPM
DATE: APRIL 17, 2019				
REVISIONS				
NO. DATE				
PARCEL B4 AVIAN POINTE APOPKA, FLORIDA				
APPOKA CLEAR LAKE INDUSTRIES, LLC				
UTILITY PLAN				
201 S. BUNBY AVE. ORLANDO, FL (407) 983-3131 WWW.NV5.COM				
SHEET 8				

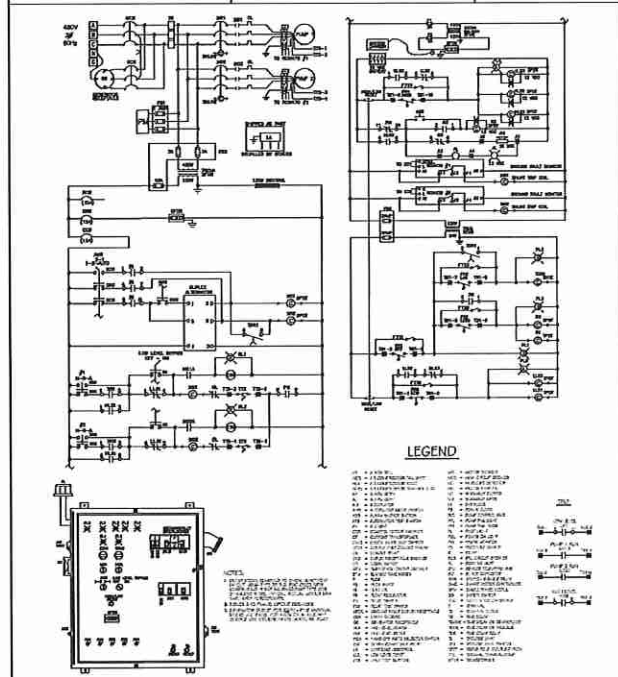


PUMP STATION TYPICAL SITE PLAN

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 300

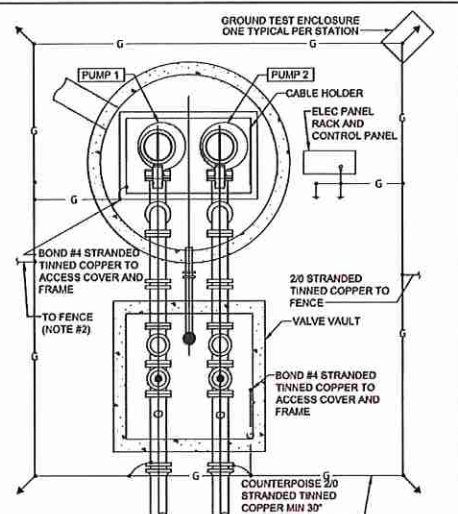


DUPLEX PUMP STATION CONTROL PANEL
GENERAL LAYOUT & SCHEMATIC
(480V-3PH)
WITH GENERATOR RECEPTACLE

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 305 C

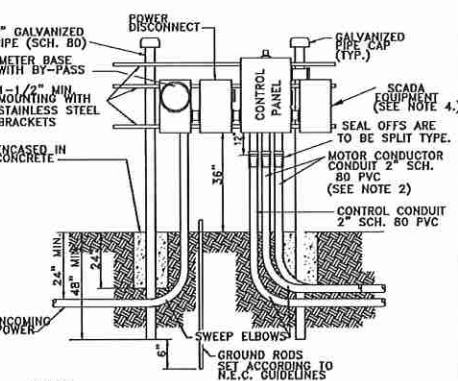


PUMP STATION GROUNDING (TYPICAL)

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 307

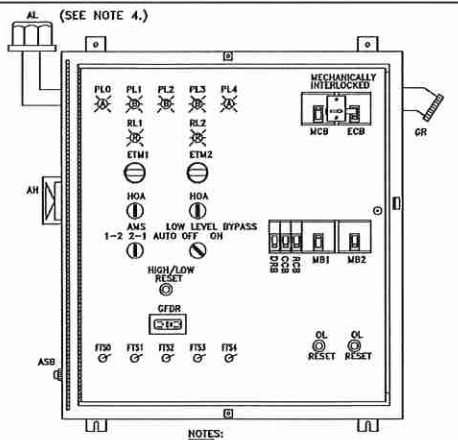


DUPLEX PUMP STATION CONTROL PANEL
INSTALLATION DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 302



DUPLEX PUMP STATION CONTROL
PANEL FRONT LAYOUT

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 303

Lift Station Pump Sizing Design Worksheet (Primary Tie-In Pressure)

Area	Item	Unit	Number of Units	ERU Factor	ERU = 300 gpd	Total
A	Single Family Homes	Homes	55	1.00	16,500	16,500 gpd
B-1	Townhomes	Units	114	1.00	34,200	34,200 gpd
B-2	Apartments	Units	194	0.50	29,100	29,100 gpd
B-3	Townhomes	Units	95	0.833	25,500	25,500 gpd
B-4	Community Park	Units	10	0.50	3,000	3,000 gpd
B-5	Flow Zone	Units	-	-	-	-

Average Daily Flow Range (gpd)	Minimum Peak Factor
100,000 to 250,000	3.5

ADF = 165,271.0 gpd

Peak Flow = 3.5 X 165,271.0 = 578,448.5 gpd

(1) HGL at Lift Station = 50.76 feet

(2) HGL at High or Tie-In Location = 129.53 feet

Static Head = HGL (2) - HGL (1) = 78.77 feet

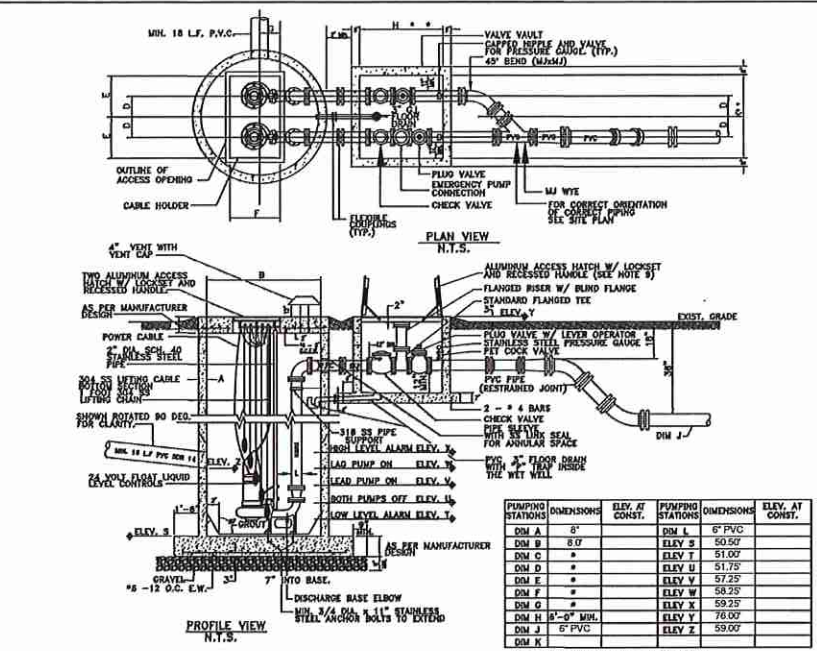
Force Mains Size = 6" PVC/Cline C = 130

Design Pump Rate = 450.3 gpm

Peak Flow Rate In = 176.3 gpm

Design Pump Rate = 450.3 gpm

Element	Coa.	K (from Crane)	150 gpm	300 gpm	450 gpm	600 gpm	750 gpm	900 gpm
Static			78.760	78.760	78.760	78.760	78.760	78.760
6" PVC Line	2964		6.607	23.818	50.429	85.884	129.747	181.795
Entrance	1	0.78	0.035	0.141	0.316	0.562	0.878	1.265
Check Valve	1	6.8	0.306	1.225	2.757	4.901	7.658	11.028
45 bend	18	0.27	0.219	0.816	1.910	3.503	5.473	7.662
90 bend	1	0.51	0.023	0.092	0.207	0.368	0.574	0.827
90 Wye	1	1.02	0.046	0.184	0.414	0.735	1.149	1.654
Gate Valve	3	0.14	0.019	0.076	0.170	0.303	0.473	0.681
Increase Line	0	0.38	0.000	0.000	0.000	0.000	0.000	0.000
Exit Loss	1	1	0.045	0.160	0.406	0.721	1.126	1.632
Total Dynamic Loss			86.080	105.371	135.448	175.737	235.859	335.533

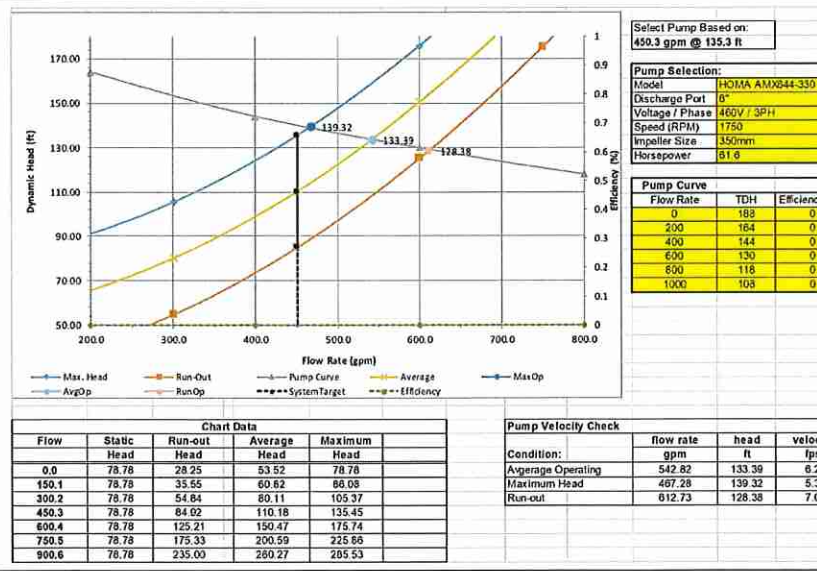


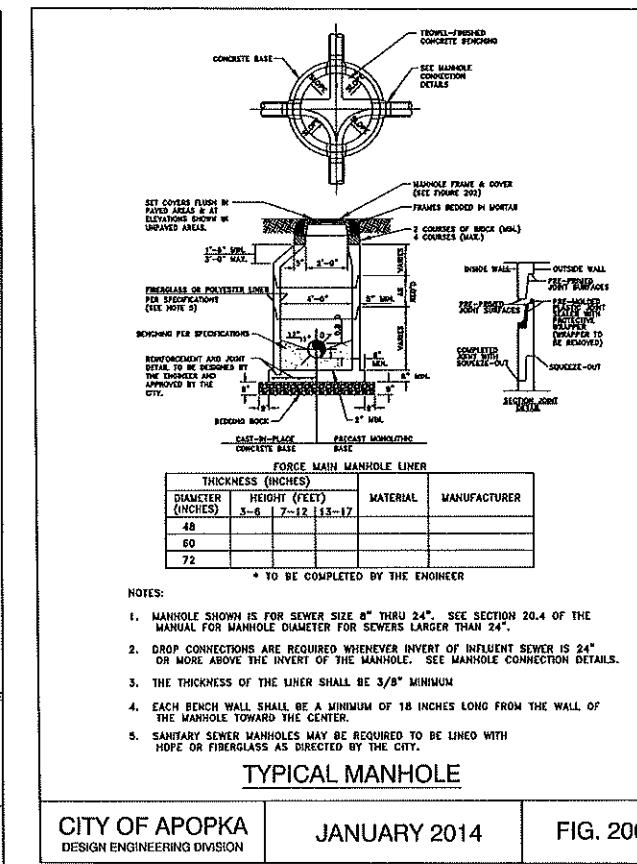
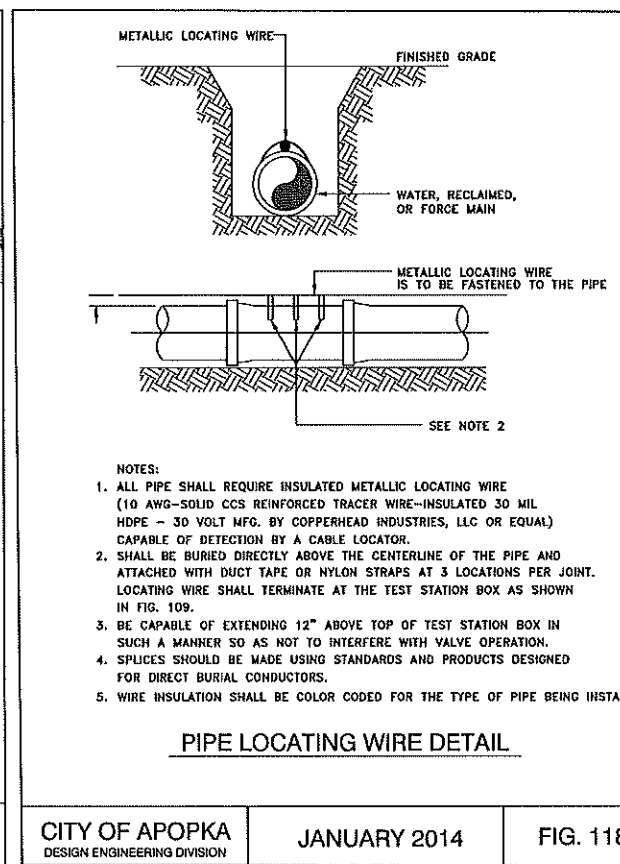
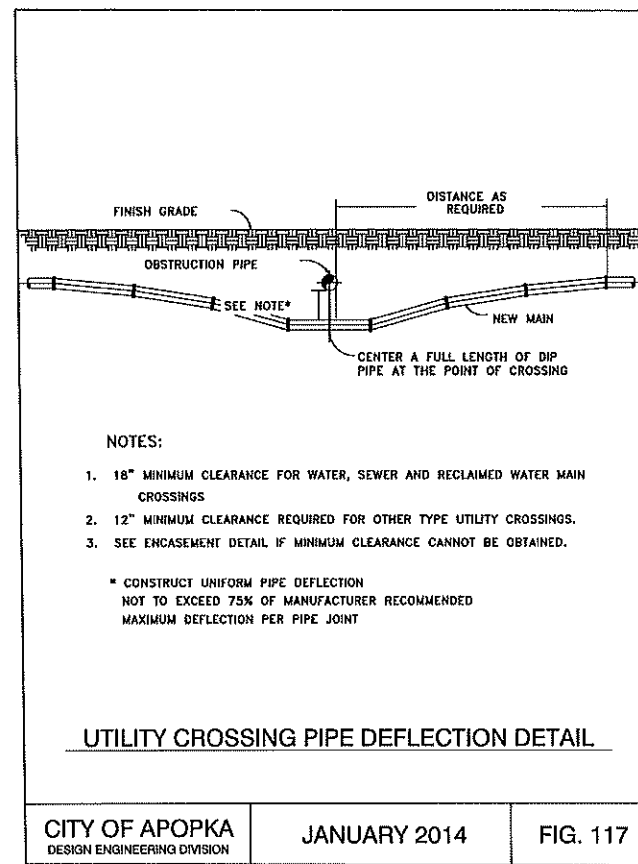
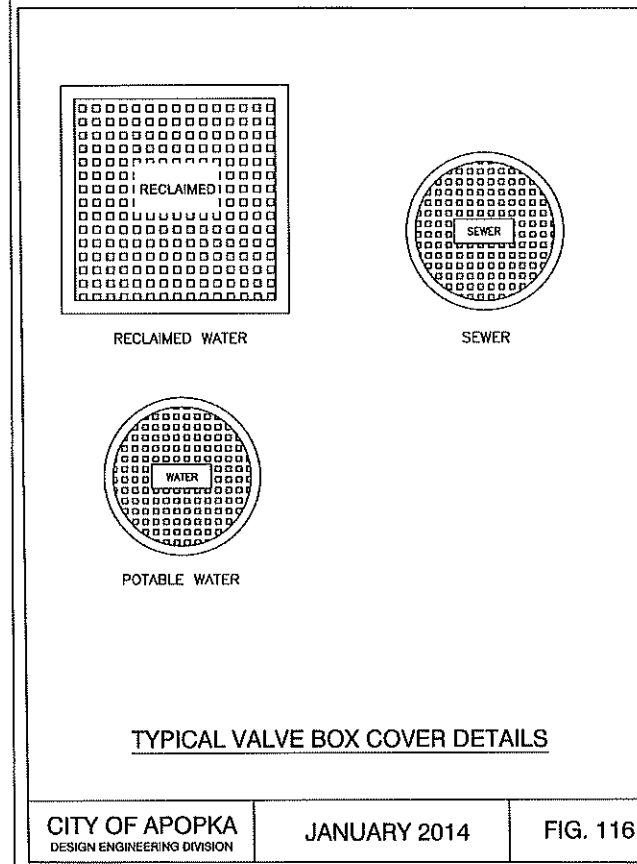
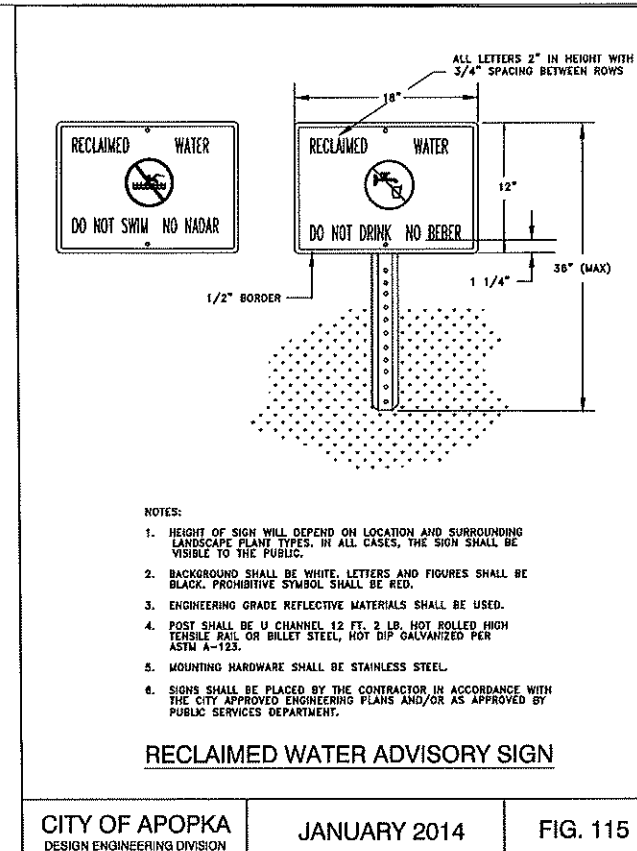
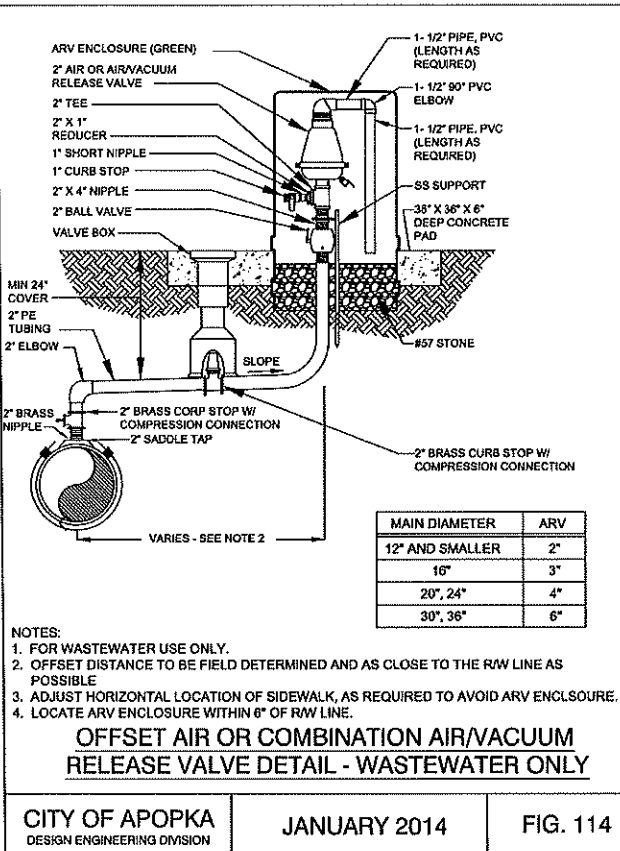
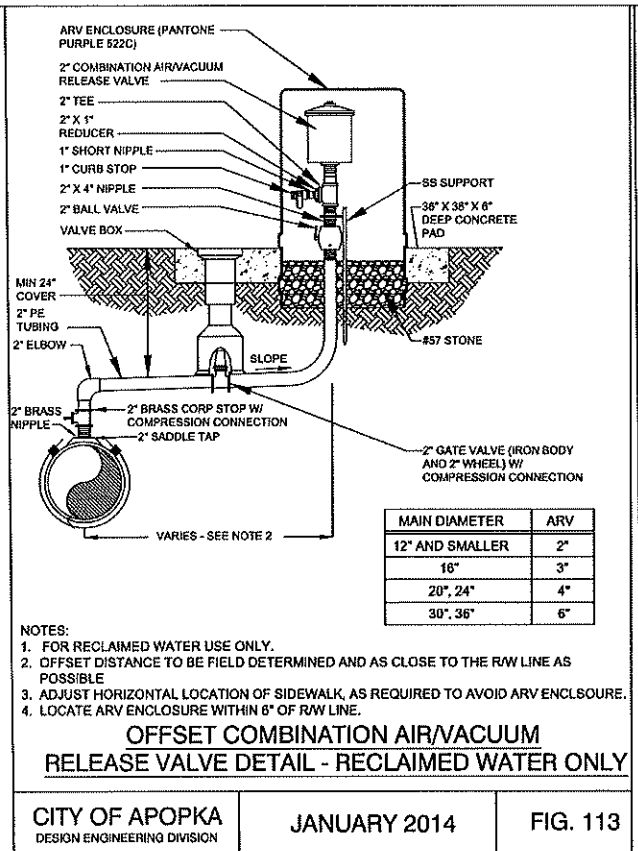
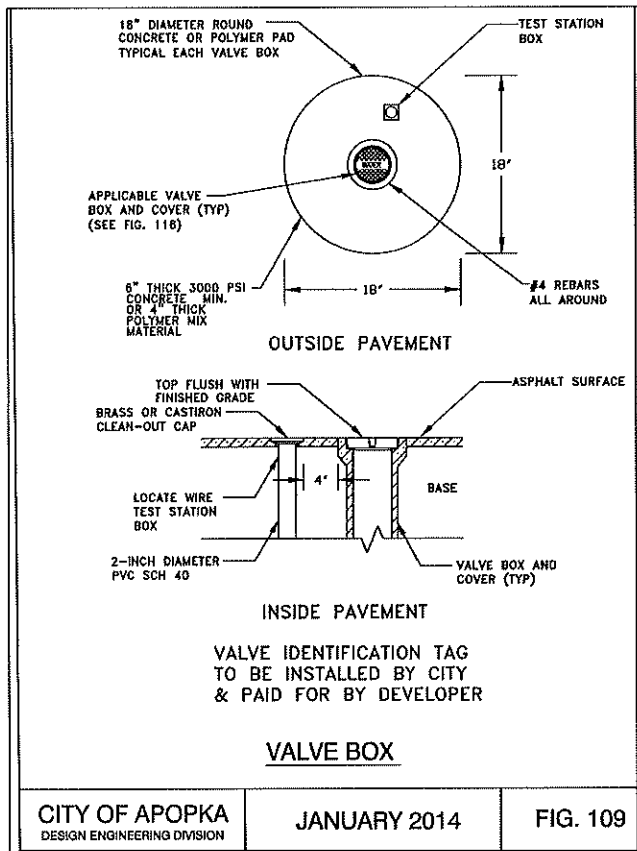
PUMP STATION DETAIL

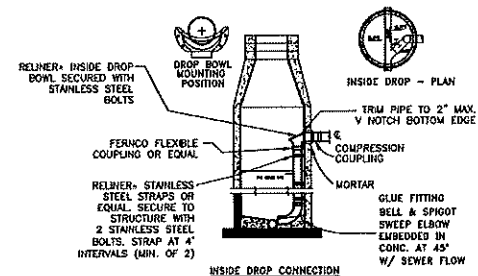
CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

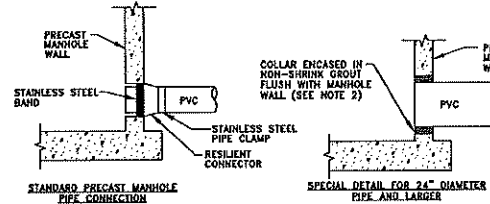
FIG. 301







- NOTES:
1. ALL INSIDE DROP CONNECTIONS FOR SERVICES AND COLLECTOR SEWERS SHALL USE THE DROP BOWL AS PRODUCED BY: RELINER-DURAN, INC. 63 MI. ARCHER RD. LYME, CT 06371 (860)434-3195 OR EQUAL.
 2. SECURE DROP PIPE TO MANHOLE WALL WITH RELINER-DURAN, INC. STAINLESS STEEL ADJUSTABLE CLAMPING BRACKETS.



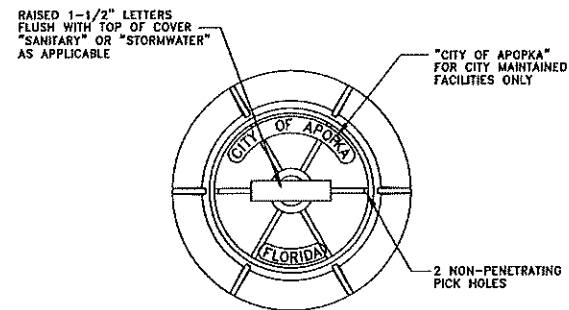
- NOTES:
1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
 2. THE CITY MAY APPROVE ALTERNATE WATER-TIGHT CONNECTION DETAILS FOR CONNECTION OF 24" DIAMETER PIPES AND LARGER.
 3. AN INSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 24" OR MORE ABOVE THE OUTFLOW PIPE INVERT.
 4. CONCRETE TO BE MINIMUM OF 3000 PSI.

MANHOLE CONNECTION DETAILS

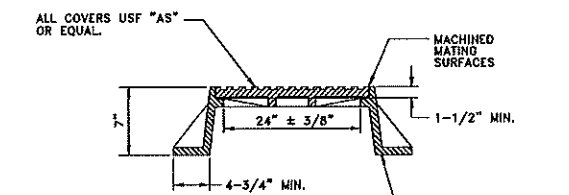
CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 201



PLAN



PROFILE

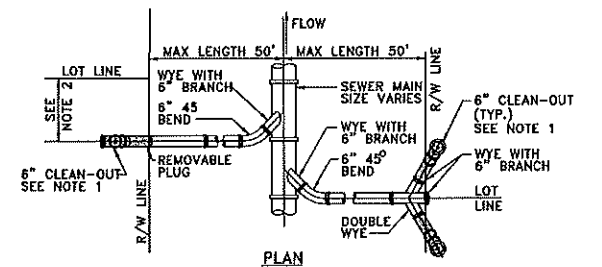
- NOTES:
1. MANHOLE FRAME AND COVER ARE TO BE TRAFFIC BEARING RATED H-20, CLASS 30 MEETING ASTM A 48.

STANDARD MANHOLE FRAME AND COVER

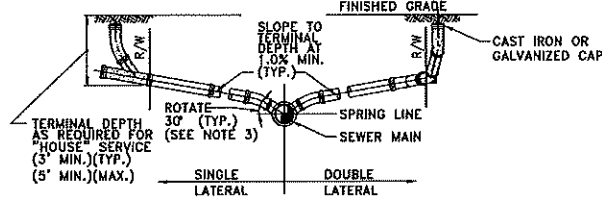
CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 202



PLAN



PROFILE

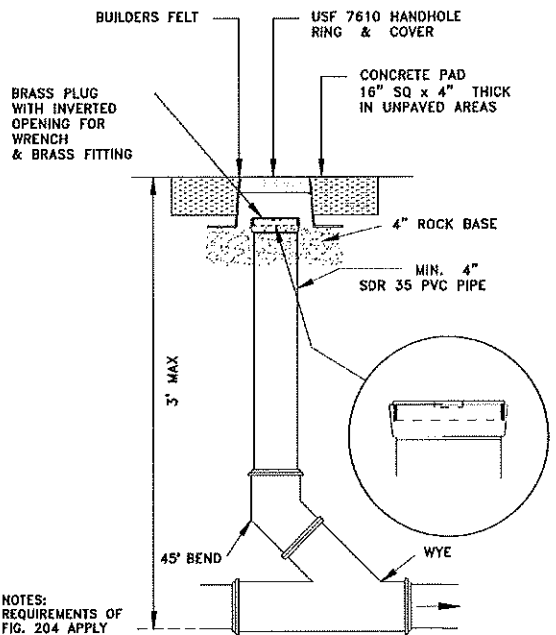
- NOTES:
1. CLEAN-OUT (SHOWN SHADED) SHALL BE INSTALLED BY THE BUILDER IN ACCORDANCE WITH STANDARD PLUMBING CODE.
 2. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE.
 3. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
 4. RESIDENTIAL SERVICES SHALL BE 4 INCHES & NON-RESIDENTIAL SERVICES SHALL BE 6 INCHES IN DIAMETER AS A MINIMUM.
 5. GALVANIZED, OR CAST IRON CLEAN-OUT CAP SHALL BE USED ON THE STUBOUT FOR EACH SERVICE.
 6. LATERAL SHALL BE MARKED WITH AN "S" STAMPED OR CUT IN THE CURB.

SERVICE LATERAL DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 204



- NOTES:
1. REQUIREMENTS OF FIG. 204 APPLY

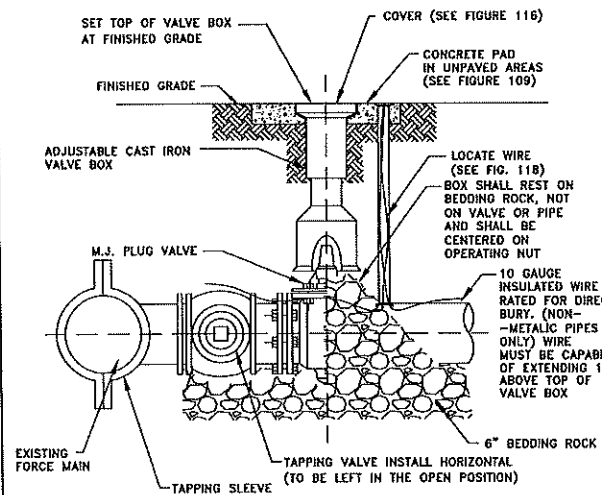
SANITARY SEWER SERVICE TRAFFIC RATED CLEAN-OUT DETAIL

NTS

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 205

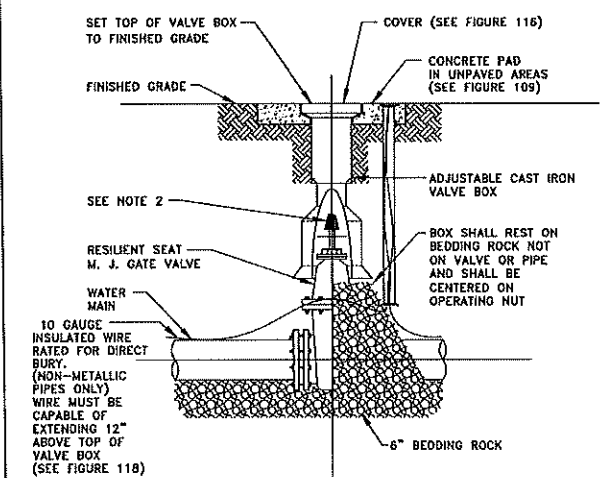


FORCE MAIN WET TAP TIE-IN DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 206



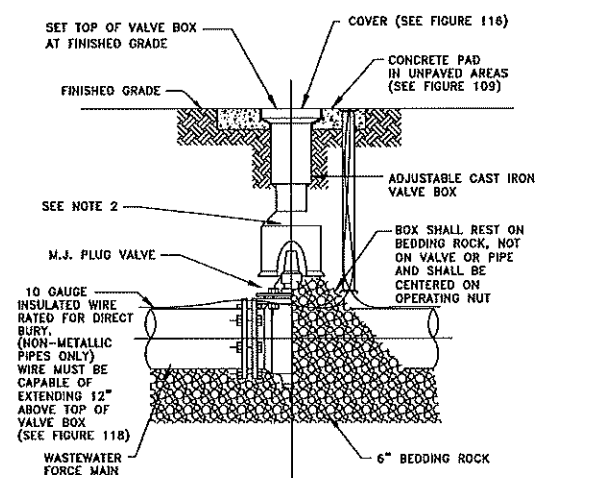
- NOTES:
1. PVC EXTENSIONS MAY BE USED ON VALVE BOX INSTALLATION.
 2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO WITHIN A 3 FEET BELOW FINISHED GRADE.

GATE VALVE AND BOX DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 400



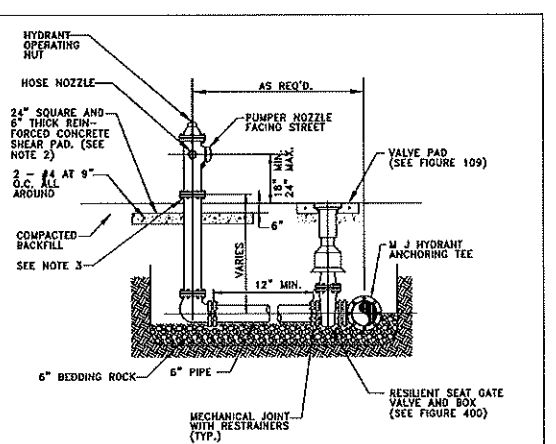
- NOTES:
1. PVC EXTENSIONS MAY BE USED ON VALVE BOX INSTALLATION.
 2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO WITHIN 3 FEET BELOW FINISHED GRADE.

PLUG VALVE AND BOX DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 400 A



- NOTES:
1. FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE, OR WITH A PERMANENTLY PLUGGED WEEP HOLE.
 2. THE SHEAR PAD SHALL BE RECESSED SIX (6) INCHES BELOW THE FINISHED GRADE AND THE RECESSED SECTION SODDED.
 3. CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE A TWELVE (12) INCH MINIMUM.
 4. FIRE HYDRANTS SHALL BE IDENTIFIED IN ACCORDANCE WITH THE CITY OF APOPKA CONSTRUCTION DESIGN STANDARDS MANUAL.

FIRE HYDRANT ASSEMBLY DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 402

DESIGNED BY: JPM
CHECKED BY: JPM
DATE: APRIL 17, 2019

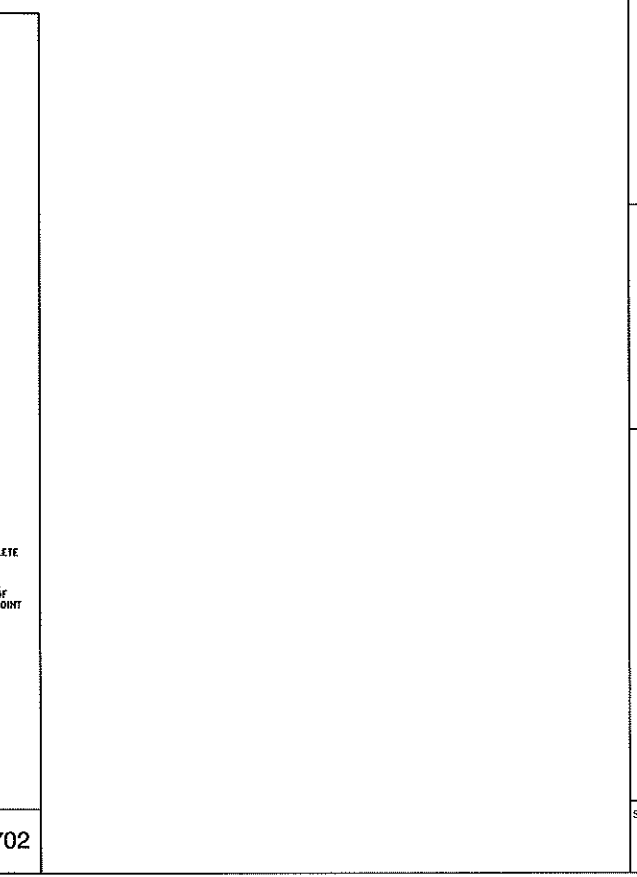
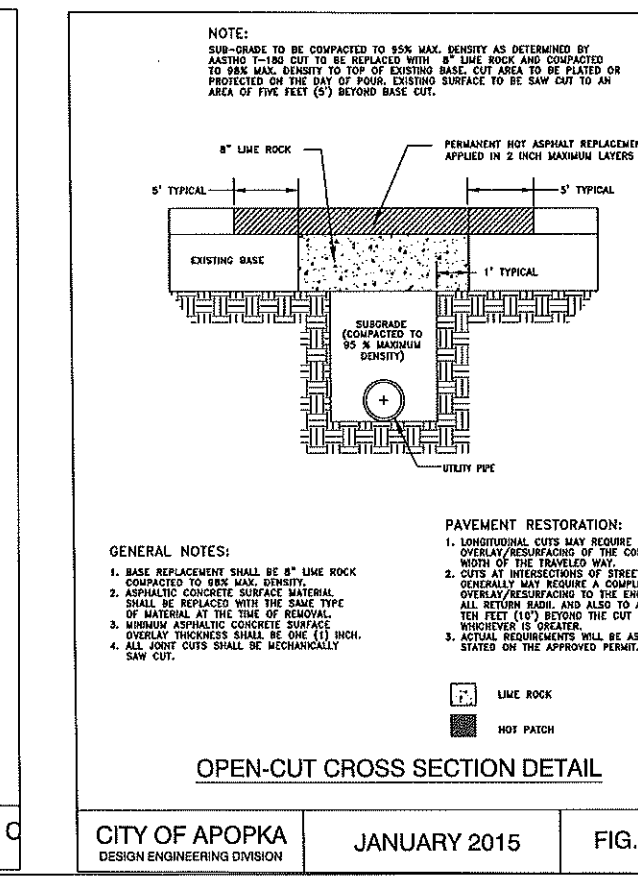
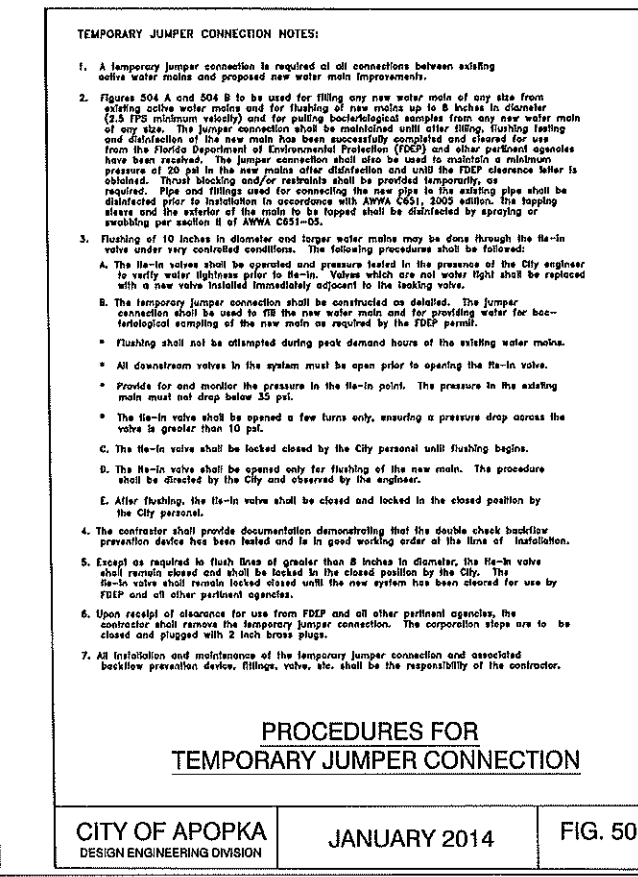
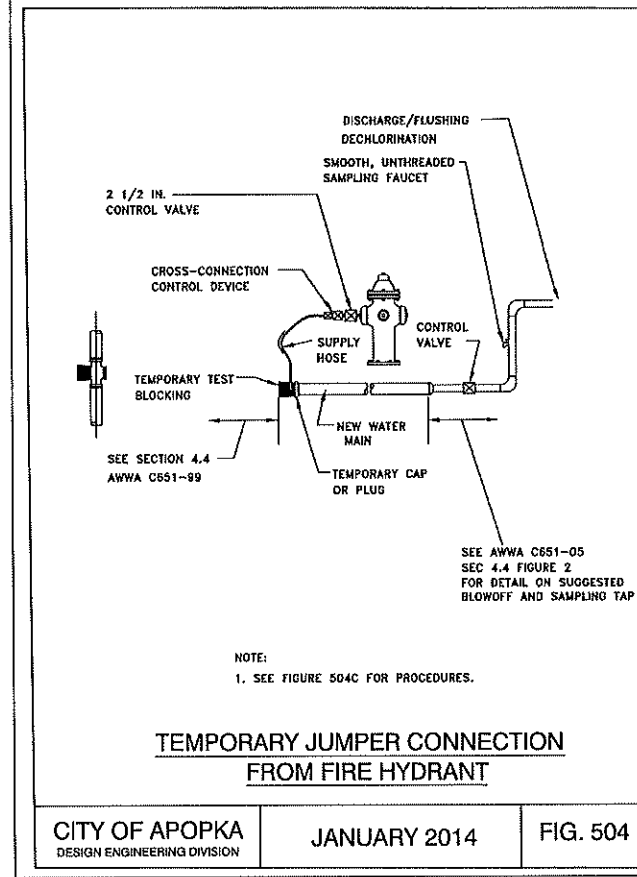
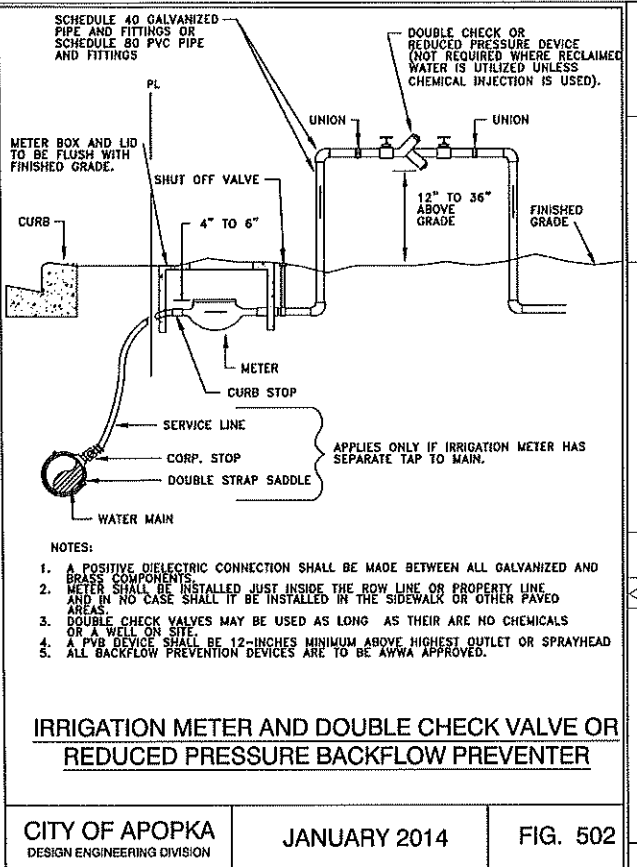
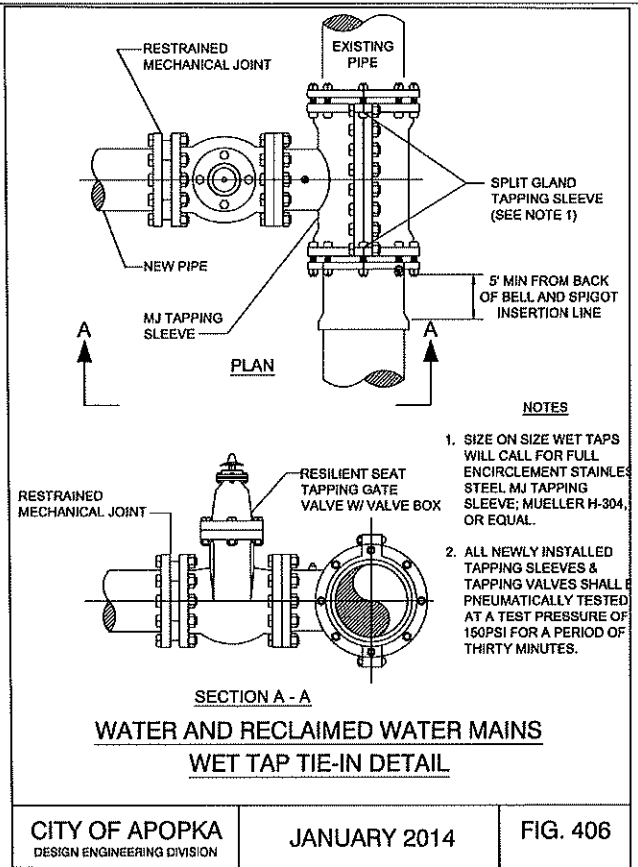
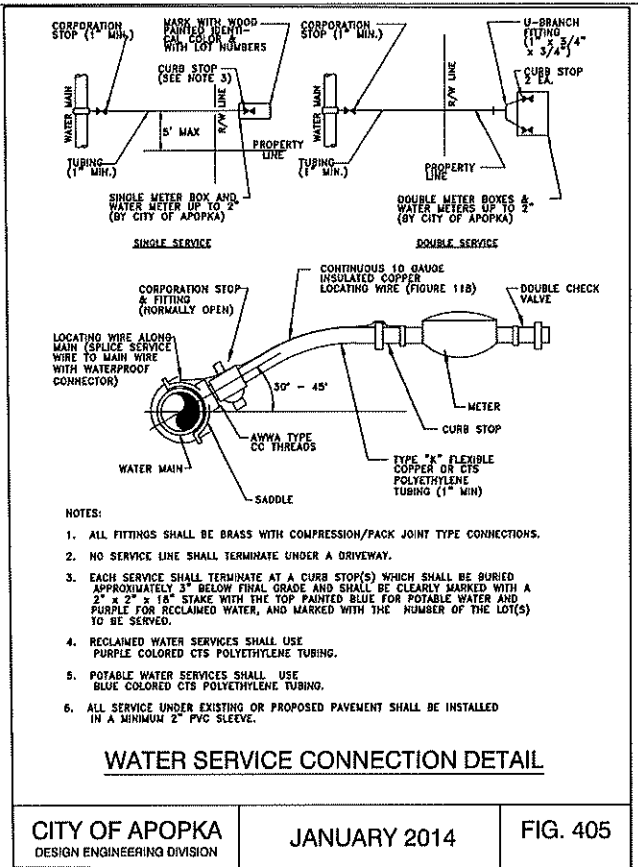
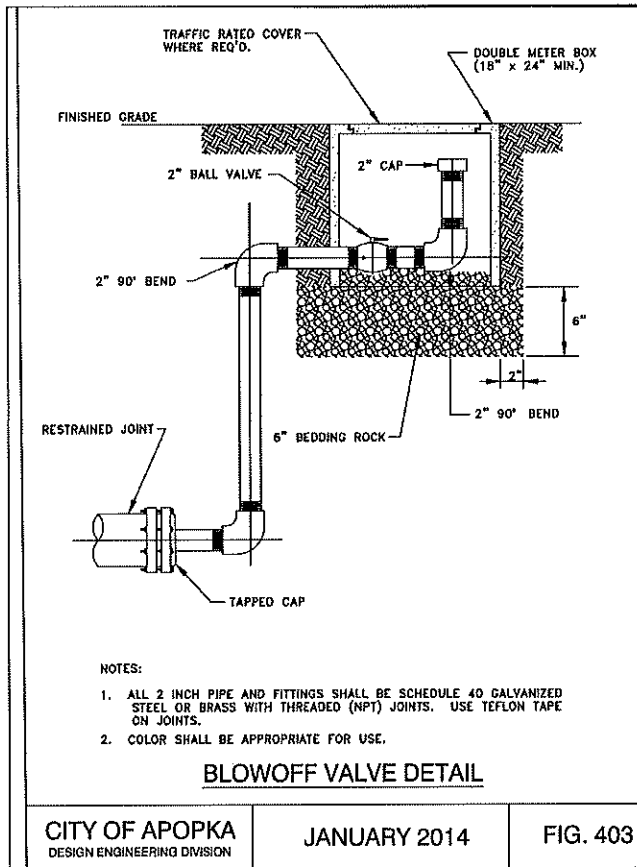
NO.	DATE	REVISIONS

PARCEL B4
AVIAN POINTE
APOPKA, FLORIDA

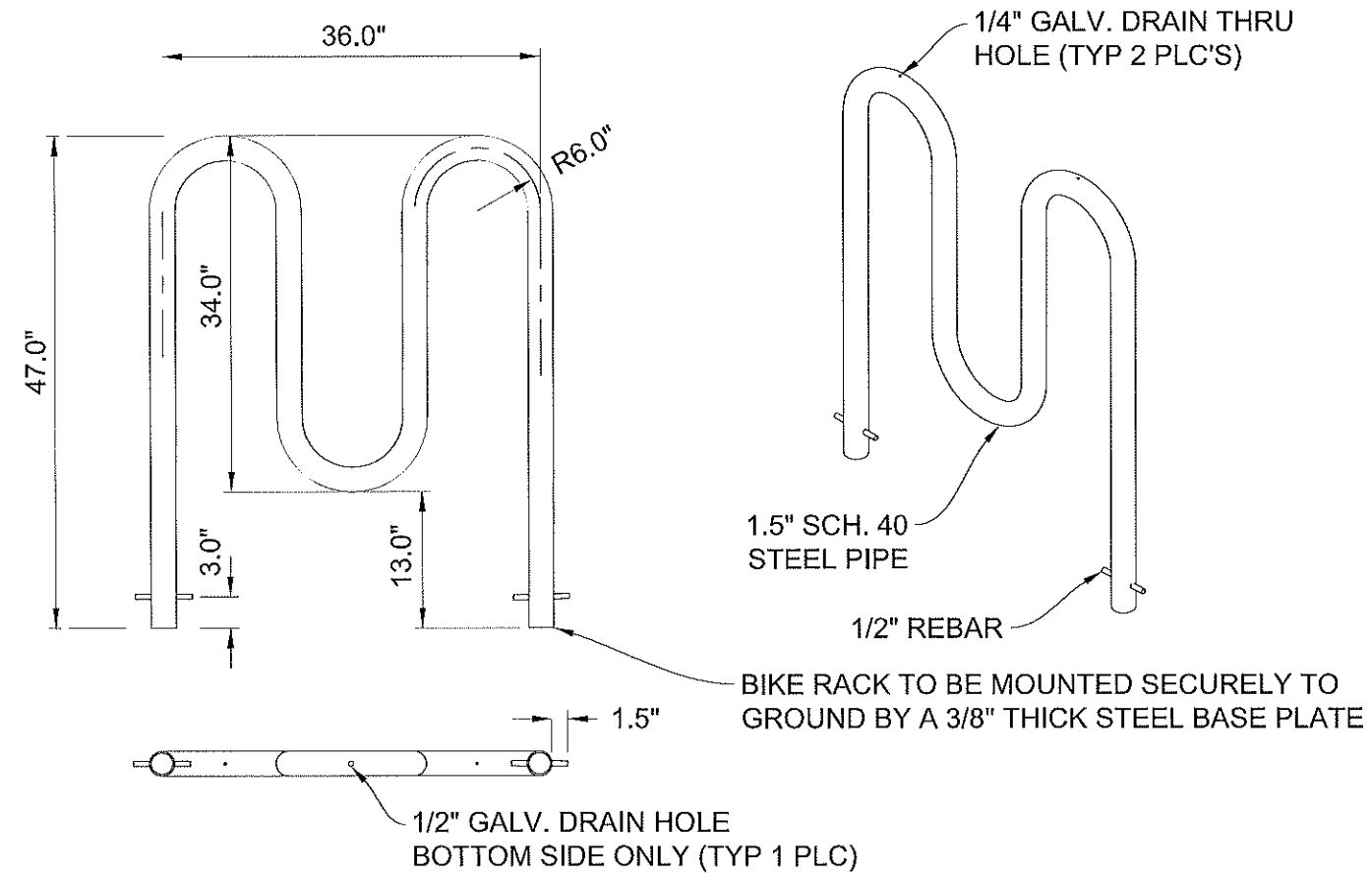
UTILITY DETAILS 5

201 S. BUMBAY AVE.
ORLANDO, FL 32837
WWW.NVS.COM
CERTIFICATE OF AUTHORIZATION # 29085

NVS



JOB NO. 1608-20 PREPARED BY: JPM DESIGNER: JYC CHECKED: JPM DATE: APRIL 17, 2019	ENGINEER CHANDLER L. LEBLANC F.L. LIC. #11347	NO. DATE REVISIONS
PARCEL B4 AVIAN POINTE APOPKA, FLORIDA	UTILITY DETAILS 4	201 S. BUNBY AVE. GULF BEND, FL 34630 WWW.NVS.COM CERTIFICATE OF AUTHORIZATION #26085
NV5	SHEET	12



NOTE:
EACH PARKING SPACE SHALL HAVE A MINIMUM OF THREE (3) FEET
OF CLEARANCE ON ALL SIDES OF THE BIKE RACK.

NV5
201 S. BUNBY AVE.
ORLANDO, FL
WWW.NV5.COM

CERTIFICATE OF AUTHORIZATION #2606

**BICYCLE RACK
DETAIL**

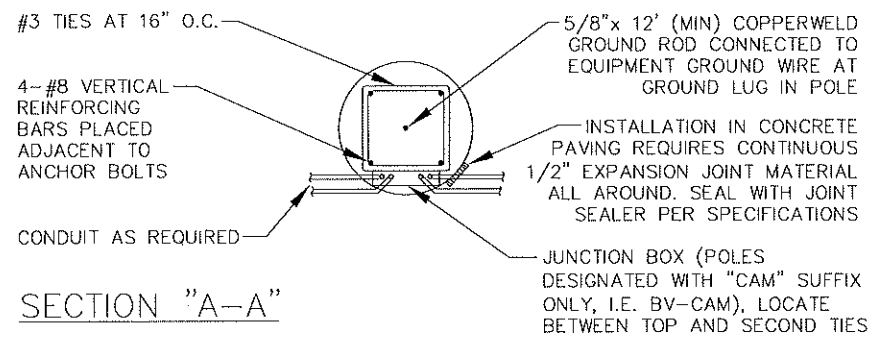
PARCEL B4
AVIAN POINTE
APOKA, FLORIDA
AS
ANDREA CLEAR LAKE INVESTMENTS, LLC

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		

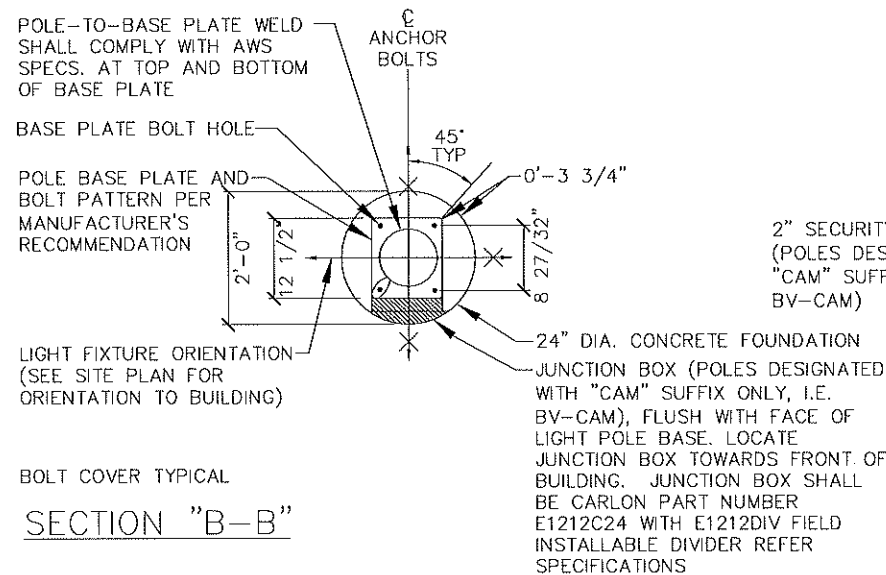
ENGINEER
CHRISTOPHER CULMAN
P.E. #10,481,047

JOB # 1605970
PREPARED BY: JPM
DESIGNED BY: JPM
CHECKED BY: JPM

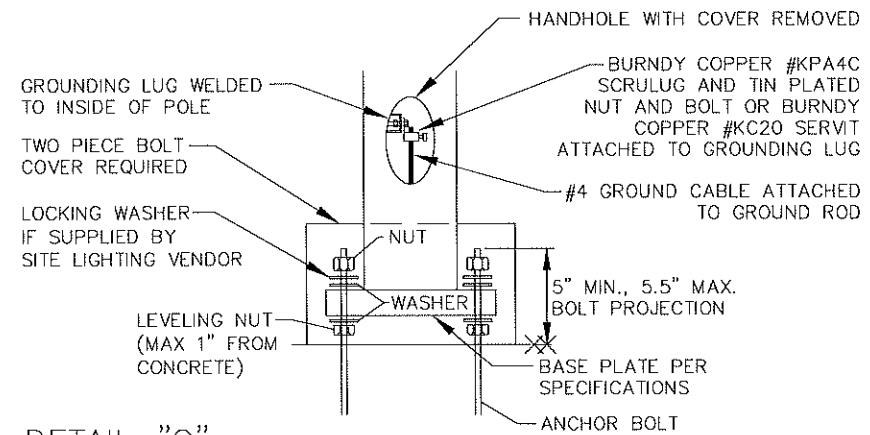
SHEET
13



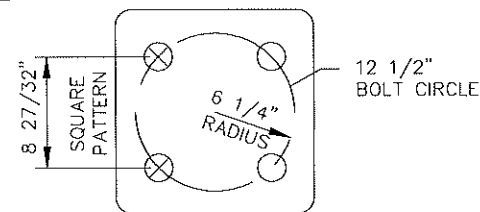
SECTION "A-A"



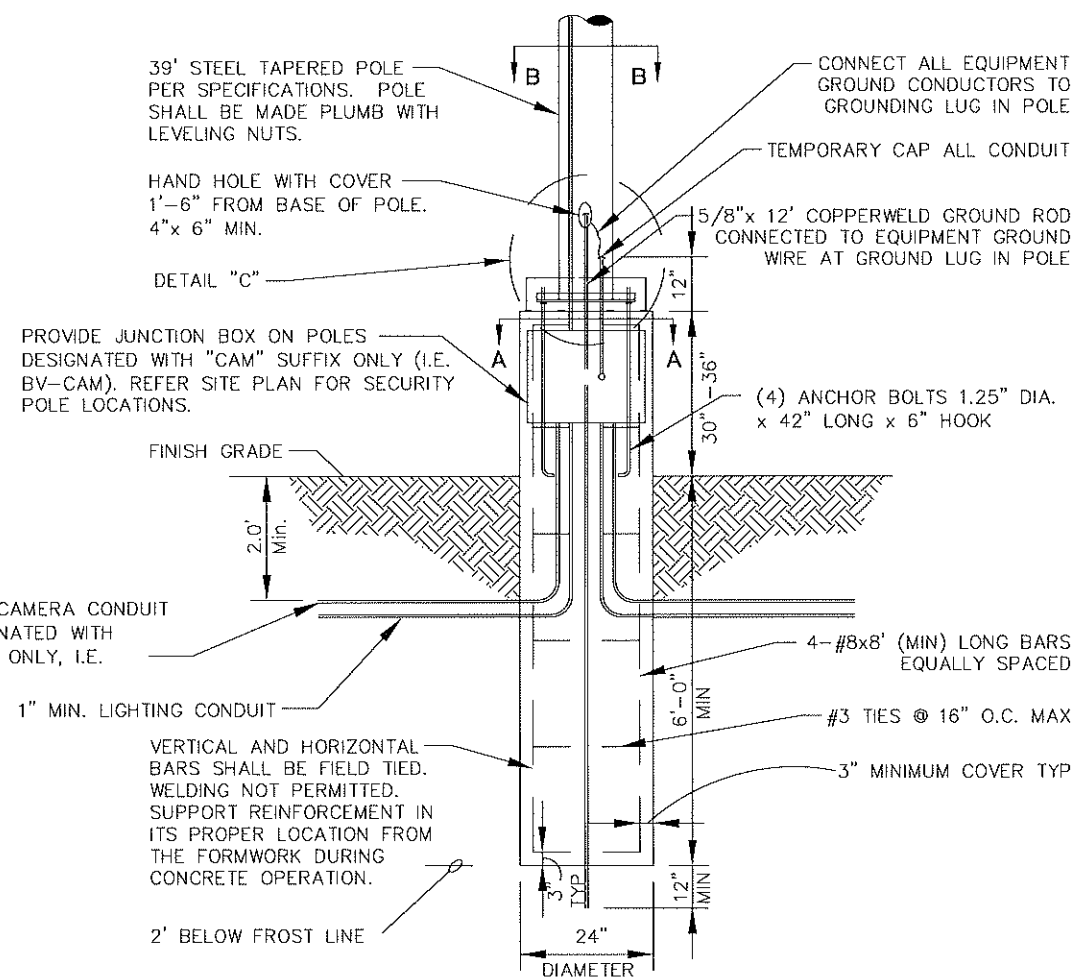
SECTION "B-B"



DETAIL "C"



TYPICAL ANCHOR BOLT SPACING



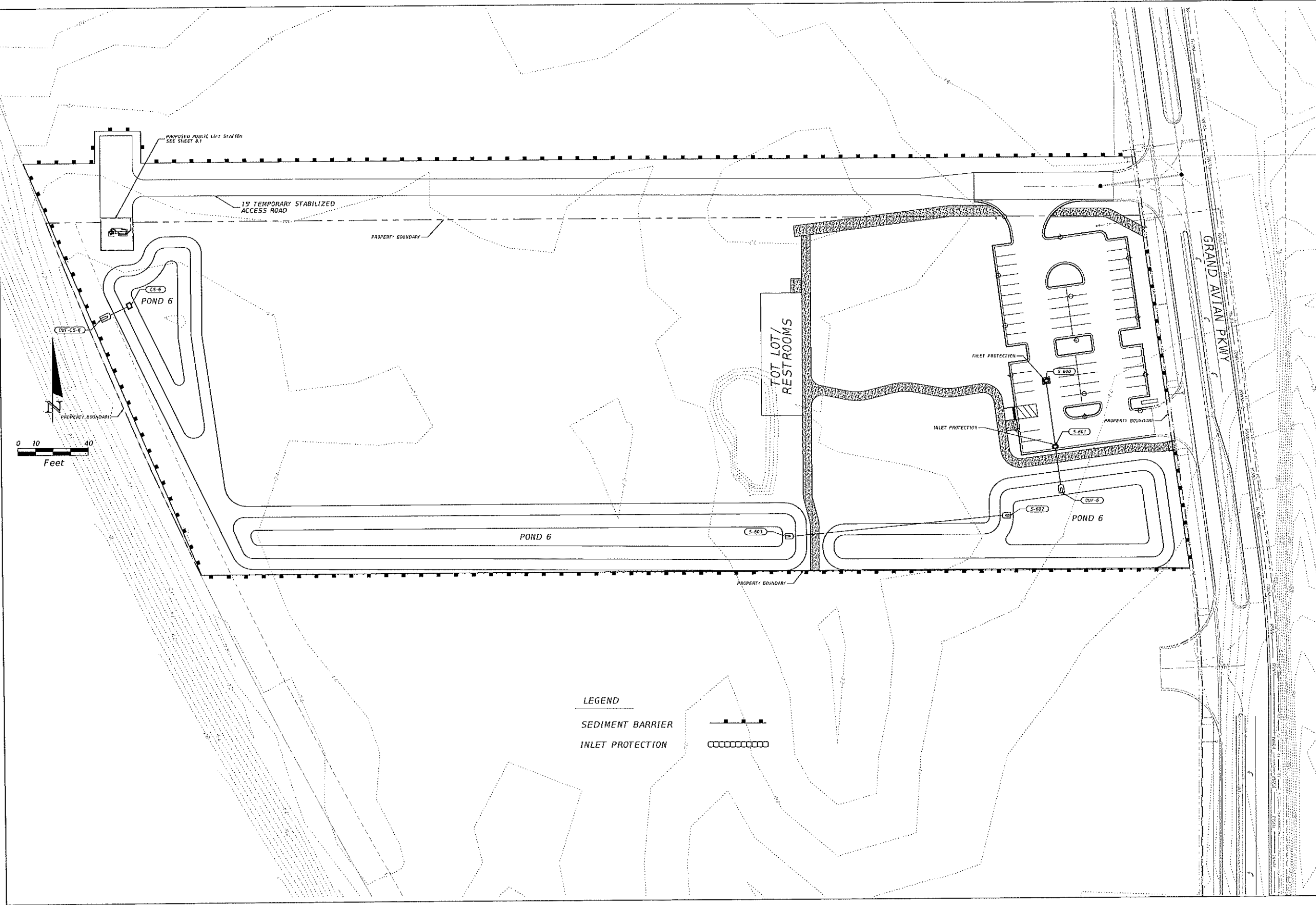
NOTES:

- 3500 PSI MIN. 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRADE 60 REINFORCING STEEL
- IF WATER IS PRESENT IN HOLE, REMOVE BEFORE POURING CONCRETE.
- FOUNDATION EXCAVATION SHALL BE BY 24" AUGER IN UNDISTURBED OR PROPERLY COMPACTED FILL PER SPECIFICATIONS.
- FOUNDATION SHALL HAVE A MINIMUM ALLOWABLE END BEARING OF 2000 PSF.
- FOUNDATION HAS BEEN DESIGNED FOR A COHESIVE SOIL BASED ON A MINIMUM COHESIVE VALUE OF 1000 PSF.
- FOUNDATION HAS BEEN DESIGNED FOR A GRANULAR SOIL BASED ON A MINIMUM LATERAL SOIL PRESSURE OF 1000 PSF, UTILIZING AASHTO FIGURE 1.8.2C(4) OF "EMBEDMENT OF POSTS WITH OVERTURNING LOADS".
- DETAIL FOR 39' POLE WITH MAX. FIXTURE EPA 4.6 SQ.FT.
- ALL LIGHT POLE BASE FOUNDATIONS SHALL BE CAST-IN-PLACE. PRE-CAST LIGHT POLE BASE FOUNDATIONS ARE NOT ACCEPTABLE.

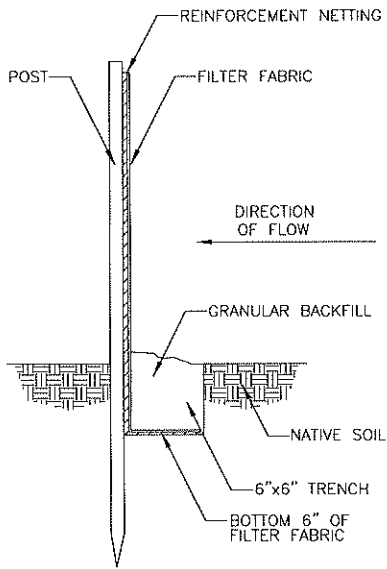
TYPICAL LIGHTING POLE BASE DETAIL

N.T.S.

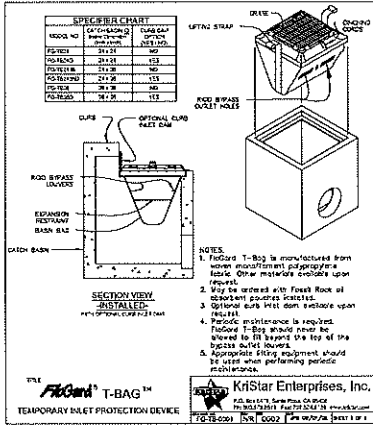
JOB # 1656230	DATE APRIL 17, 2019
ENGINEER	CHECKED JPM
DESIGNED BY	DATE
PARCEL B4	NO.
AVIAN POINTE	DATE
APOPKA, FLORIDA	DATE
ADOPKA CLEAR LAKE INVESTMENTS, LLC	DATE
LIGHTING DETAILS	DATE
201 S. BUNBY AVE.	CERTIFICATE OF AUTHORIZATION # 28055
ORLANDO, FL	
WWW.NVS.COM	
NVS	
SHEET	14



SHEET 16	N V 5	201 S. BUMBAY AVE. ORLANDO, FL WWW.NV5.COM CERTIFICATE OF AUTHORIZATION # 25055	SEDIMENT & EROSION CONTROL PLAN	PARCEL B4 AT AVIAN POINTE APOPKA, FLORIDA BY APOPKA, CLEVERLY INVESTMENTS, LLC	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^	^
-----------------	-------	--	------------------------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---



SILT BARRIER DETAIL
NOT TO SCALE



INLET SEDIMENT FILTER
N.T.S.

NV5

SHEET
17

201 S. BUNNY AVE.
ORLANDO, FL
(407) 596-3317
WWW.NV5.COM

CERTIFICATE OF AUTHORIZATION # 20095

SEDIMENT & EROSION
CONTROL DETAILS

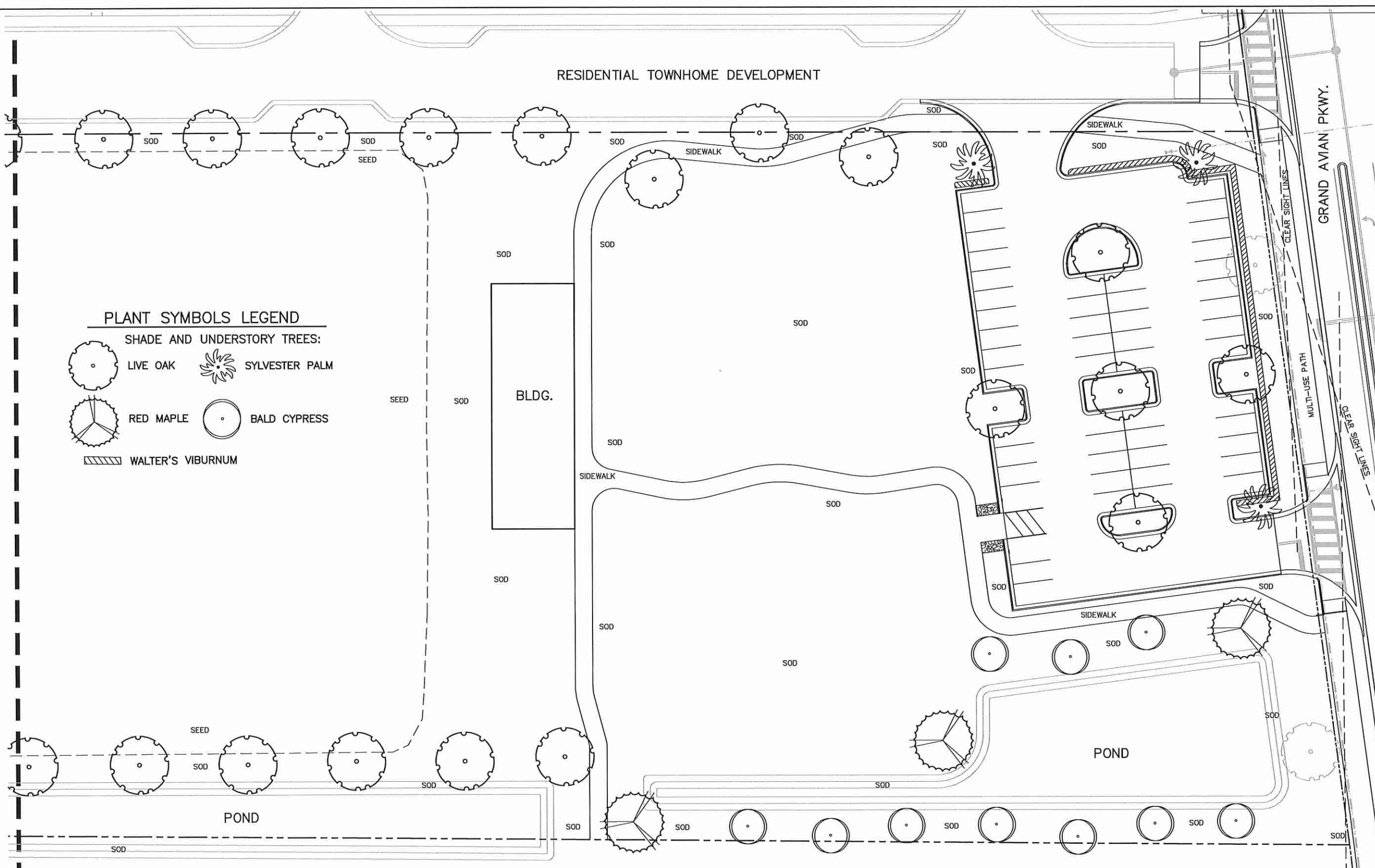
PARCEL B4
AVIAN POINTE
APOPKA, FLORIDA
ANDREA CLEAR LAKE INVESTMENTS, LLC

NO. DATE

REVISIONS

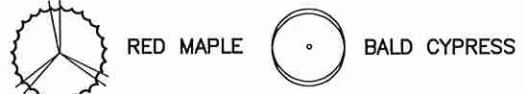
ENGINEER
CHRISTOPHER M. COLEMAN
FL LIC. #91347
DATE: APRIL 17, 2019

JOB # 16058.20
PRJ. MGR. JTH
DESIGNER: CFC
CHECKED: JTH



PLANT SYMBOLS LEGEND

SHADE AND UNDERSTORY TREES:



WALTER'S VIBURNUM

MATCHLINE
(SEE L-2)

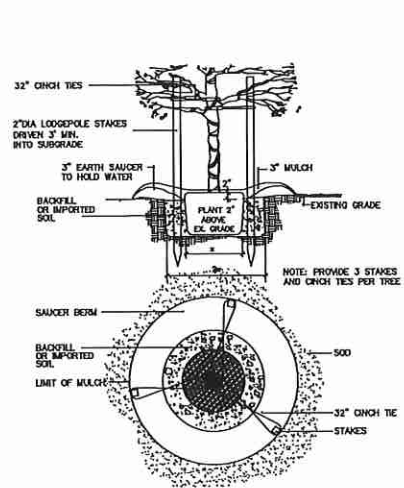
0' 20' 40'
SCALE: 1" = 20'



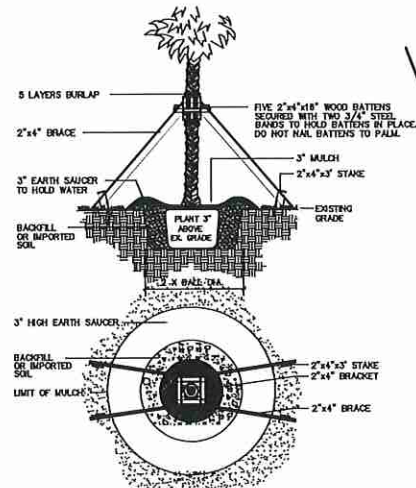
J. SCOTT LIBERTY, LANDSCAPE ARCHITECT LLC
FLORIDA REGISTRATION NO. LA0001476
5621 REVELWOOD LOOP, WINTER PARK, FL. 32792
PHONE: 407-719-2124 FAX: 407-671-6904

LANDSCAPE ARCHITECT J. SCOTT LIBERTY, LLC FL. LIC. #A0001476	JOB # 16056.20 PRJ. MGR. BWB DESIGNER: JSL CHECKED: JSL
PARCEL B4 AT AVIAN POINTE APOPKA, FLORIDA	DATE: Apr. 23, 2019
LANDSCAPE PLAN	REVISIONS
201 S. BUNBY AVE. ORLANDO, FL 407-686-3377 WWW.NVS.COM	NO. DATE
NVS	
SHEET L-1	

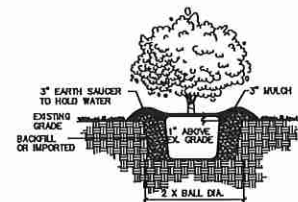
CITY OF APOPKA LANDSCAPE ORDINANCE 2069 REQUIREMENTS
Landscaping and Irrigation shall comply with City of Apopka Ordinance 2069.
5' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN UNDERGROUND UTILITIES AND TREES.



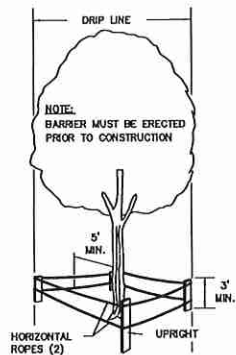
TREE PLANTING DETAIL



PALM PLANTING DETAIL



SHRUB AND GROUNDCOVER
PLANTING DETAIL



- WHY A BARRIER
1. TO PROTECT ALL ABOVE GROUND PORTIONS
 2. TO PROTECT SOIL NEAR TREE FROM COMPACTION
 3. PROMOTES PHYSICAL AND MENTAL AWARENESS OF TREES' PRESENCE TO EQUIPMENT OPERATORS

- SPECIFICATIONS FOR WOOD BARRIER
1. MINIMUM RADIUS TO BE PROTECTED IS ENTIRE DRUPLINE
 2. MINIMUM 3' IN HEIGHT
 3. UPRIGHTS- THE EQUIVALENT OF 2"x4" LUMBER ON 6' MINIMUM CENTERS
 4. HORIZONTAL- THE EQUIVALENT OF TWO COURSES OF 1/2" ROPING WITH YELLOW PLASTIC TAPE FLAGGING
 5. BARRIERS TO BE ERRECTED AROUND TREES TO REMAIN BEFORE CONSTRUCTION OR WHEN NEARBY TREES ARE REMOVED
 6. BARRIERS TO REMAIN IN PLACE UNTIL ALL PAVING, CONSTRUCTION AND HEAVY EQUIPMENT IS OUT OF AREA

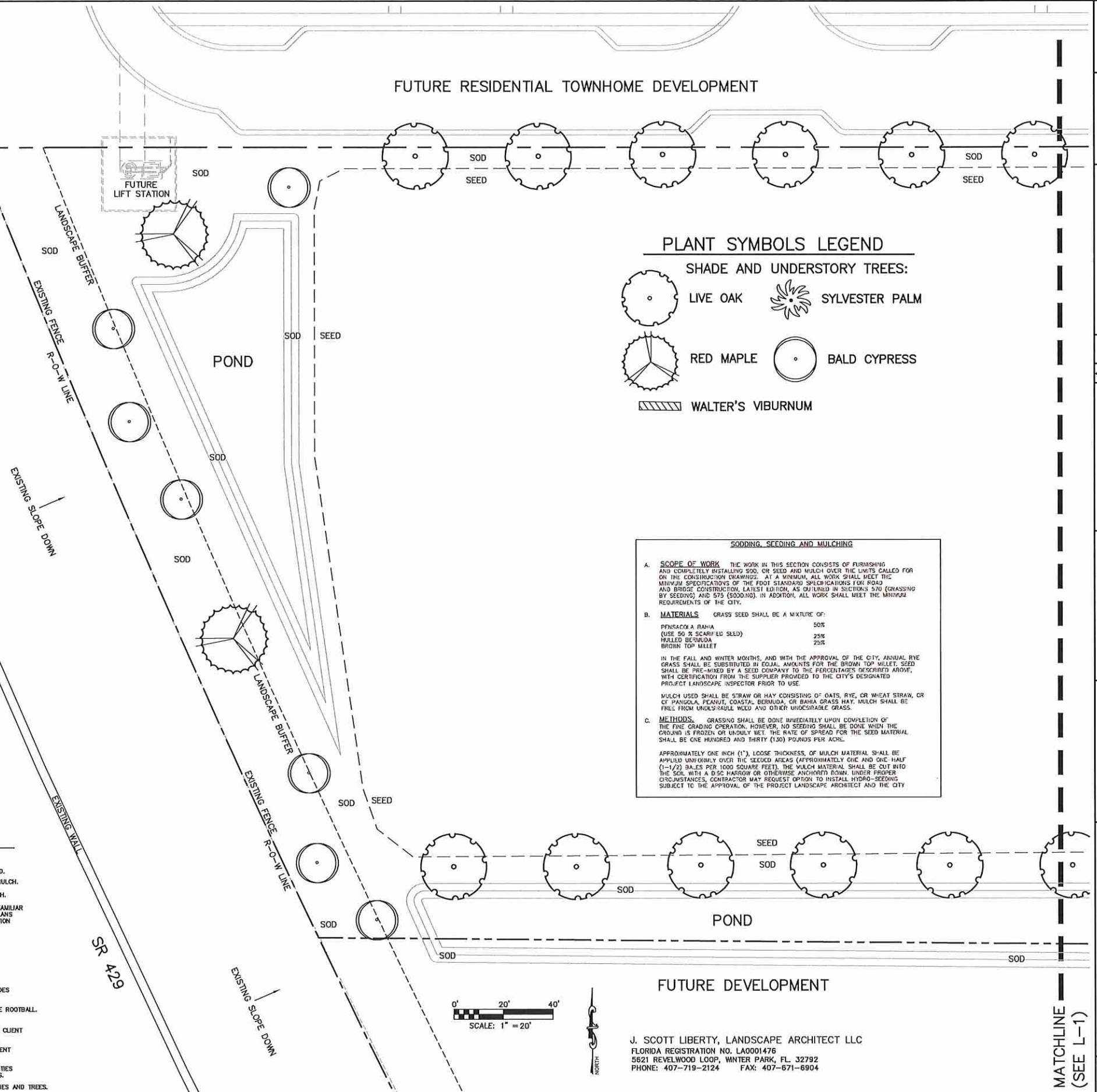
TREE PROTECTION MEASURES

"FLORIDA FRIENDLY" PLANT LIST

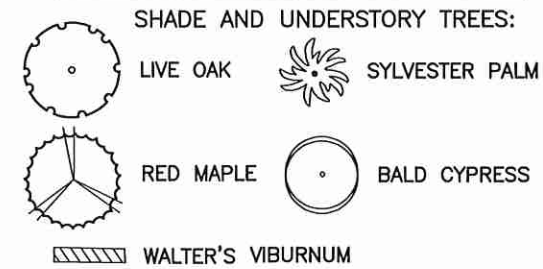
QTY.	SYM	COMMON NAME (BOTANICAL NAME)	SPECIFICATIONS
TREES:			
30	- QV	LIVE OAK (QUERCUS VIRGINIANA)	2-1/2" DBH, 12' HT. MIN., UNCUT CENTRAL LEADER, 5' CT
17	- TD	SOUTHERN BALD CYPRESS (TAXODIUM DISTICHUM)	2-1/2" DBH, 12' HT. MIN., UNCUT CENTRAL LEADER, 2' CT
3	- PS	SYLVESTER DATE (PHOENIX SYLVESTRIS)	B&B, 12' CLEAR TRUNK, STRAIGHT TRUNK
5	- AR	RED MAPLE (ACER RUBRUM)	2-1/2" DBH, 12' HT. MIN., UNCUT CENTRAL LEADER, 5' CT
SCREEN SHRUBS:			
106	- VO	WALTERS VIBURNUM (VIBURNUM OBOVATUM 'WHORLED CLASS')	7 GAL. MIN., 30" HT. MIN., FULL PLANT, 30" OC
SOD:			
ARGENTINE BAHIA (PASPALUM NOTATUM)			
SOD TO BE LAID WITH SOIL MAT FLUSH WITH TOP OF PAVEMENT			
SEED: SEE SPEC. THIS SHEET (+/-132,000 SF)			

PLANT NOTES

- 1). ALL LANDSCAPED AND SODDED AREAS DELINEATED ON THESE PLANS SHALL BE IRRIGATED BY AN AUTOMATIC SYSTEM. THE IRRIGATION SYSTEM SHALL PROVIDE 100% HEAD-TO-HEAD COVERAGE FOR ALL GREEN AREAS. RAIN SENSOR REQUIRED.
- 2). ALL LANDSCAPED BEDS SHALL BE TOP DRESSED WITH 3" OF DESIGNER BROWN MULCH.
- 3). ALL TREE SAUCERS SHALL BE TOP DRESSED WITH 3" OF DESIGNER BROWN MULCH.
- 4). IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO BECOME FULLY FAMILIAR WITH ALL EXISTING SITE CONDITIONS AND TO STUDY ALL SUBSURFACE UTILITY PLANS AND ARCHITECTURAL PLANS SO AS TO PREVENT DAMAGE DURING THE INSTALLATION OF THE LANDSCAPE MATERIAL.
- 5). STAKING OF TREES IS REQUIRED BY THE LANDSCAPE CONTRACTOR.
- 6). IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO MAINTAIN ALL TREES, PALMS AND SHRUBS IN AN UPRIGHT PLUM CONDITION.
- 7). THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ARCHITECTURAL OR PAVED SURFACES.
- 8). ALL PLANT MATERIAL SHALL BE GRADED FLORIDA NO. 1 ACCORDING TO THE GRADES AND STANDARDS OF THE FLORIDA NURSERYMAN'S ASSOCIATION.
- 9). ALL TREE CALIPER DIMENSIONS SHALL BE MEASURED 54" ABOVE THE TOP OF THE ROOTBALL.
- 10). THE LANDSCAPE CONTRACTOR SHALL WARRANTY 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 MINIMUM ONE YEAR WARRANTY. ALL WARRANTY RESTRICTIONS SHALL BE SPECIFICALLY DESCRIBED IN WRITING AND SHALL BE PART OF THE BIDDING DOCUMENTS PROVIDED TO THE CLIENT BY THE LANDSCAPE CONTRACTOR.
- 11). CONTRACTOR IS RESPONSIBLE FOR PLANT AND SOD QUANTITY TAKE-OFF. QUANTITIES PROVIDED FOR CONVENIENCE ONLY. PLAN QUANTITIES RULE OVER LIST QUANTITIES.
- 12). 5' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN UNDERGROUND UTILITIES AND TREES.



PLANT SYMBOLS LEGEND



SODDING, SEEDING AND MULCHING	
A. SCOPE OF WORK	THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SOD, OR SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. AT A MINIMUM, ALL WORK SHALL MEET THE MINIMUM SPECIFICATIONS OF THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AS OUTLINED IN SECTIONS 570 (GRASSING BY SEED) AND 575 (SODDING). IN ADDITION, ALL WORK SHALL MEET THE MINIMUM REQUIREMENTS OF THE CITY.
B. MATERIALS	GRASS SEED SHALL BE A MIXTURE OF: PENNSYLVANIA BAHIA (USE 50 % SCARIFIED SEED) 50% HULLED BERMOUDA 25% BROWN TOP MILLET 25%
IN THE FALL AND WINTER MONTHS, AND WITH THE APPROVAL OF THE CITY, ANNUAL RYE GRASS SHALL BE SUBSTITUTED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET. SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY'S DESIGNATED PROJECT LANDSCAPE INSPECTOR PRIOR TO USE.	
C. METHODS	MULCH USED SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW, OR CT PANGOLA, PEANUT, COASTAL BERMUDA, OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM UNDESIRABLE WEED AND OTHER UNDESIRABLE GRASS. GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION, HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNUSUALLY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE. APPROXIMATELY ONE INCH (1"), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED UNIFORMLY OVER THE SEEDING AREAS (APPROXIMATELY ONE AND ONE HALF (1-1/2) BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN UNDER PROPER CIRCUMSTANCES. CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND THE CITY

J. SCOTT LIBERTY, LANDSCAPE ARCHITECT LLC
FLORIDA REGISTRATION NO. LA0001476
5621 REVELWOOD LOOP, WINTER PARK, FL 32792
PHONE: 407-719-2124 FAX: 407-671-6904

JOB # 10030.20	PRJ. MGR. BNB	DESIGNER. JSL	CHECKED. JSL
LANDSCAPE ARCHITECT J. SCOTT LIBERTY, LANDSCAPE ARCHITECT LLC			
DATE: APR. 23, 2019			
REVISIONS			
NO. DATE			
PARCEL B4 AVIAN POINTE APOPKA, FLORIDA			
APPOKA CLEAR LAND INVESTMENTS, LLC			
LANDSCAPE PLAN			
201 S. BUMBY AVE. ORLANDO, FL 32805 WWW.NV5.COM			
CERTIFICATE OF AUTHORIZATION # 20065			
SHEET L-2			

Prepared by and Return to:
Thomas R. Sullivan, Esq.
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

DOC# 20180564832
09/25/2018 11:58:16 AM Page 1 of 38
Rec Fee: \$324.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF APOPKA CITY CLERK



AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (AVIAN POINTE)

This Amended and Restated Master Development Agreement (the "Agreement") is made and entered into this 19th day of September, 2018 (the "Effective Date") by and between City of Apopka, a Florida municipal corporation, whose mailing is 120 East Main Street, Apopka, Florida 32703 (the "City"), and Apopka Clear Lake Investments, LLC, a Florida limited liability company, whose mailing address is 1810 West Kennedy Boulevard, Suite 232, Tampa, Florida 33606 ("Developer").

RECITALS

A. Developer is currently the owner and developer of that certain property located in the City of Apopka, Orange County, Florida legally described in Exhibit "A" attached hereto and made a part hereof (the "Property");

B. This Agreement hereby amends, restates and supersedes that certain Master Development Agreement recorded at Official Records Book 10971, Page 7017 of the Public Records of Orange County, Florida.

C. The Property is commonly known as Avian Pointe which is an approved Planned Unit Development, as may be amended from time to time (the "PUD"), consisting of single family, townhome, apartment, flex space and recreational uses (collectively, the "Project");

D. The City and the Developer are sometimes collectively referred to herein as the "Parties".

E. The Parties anticipate that the Project will be constructed in phases with two (2) phases for the townhome portion, two (2) phases for the apartment portion, one (1) single family home phase, one (1) phase for the flex space portion; and certain common areas, including but not limited to recreational areas, which shall also be constructed in phases all as more particularly described in Exhibit "B" attached hereto and made part hereof (the "Phasing Plan"); and

F. Developer will establish a Master Association to administer the maintenance of the common elements of the Project, including the recreational areas, in order to ensure the orderly development of the Project as a quality community.

G. Ensuring the ordered development of the Project serves the public purpose of providing the public with a high-quality development while minimizing adverse public impacts.

H. Developer has agreed to safeguard against certain adverse public impacts on the Property by securing performance bonds or other financial assurances for the construction of the common improvements within the Project, including the Community Park, Clubhouse Area and street network.

I. The City confirms that this Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VII, 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 Section 163.3220-163.3243, *Florida Statutes*.

NOW THEREFORE, for and in consideration of the mutual obligations contained herein and the sum of ten dollars (\$10.00) and other good and valuable consideration the sufficiency of which is hereby conclusively acknowledged the parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals contained above are true and correct and are incorporated in this Agreement in full as if set forth herein verbatim.

2. **Project Phasing.** Developer may construct the Project in phases consistent with the Phasing Plan and the PUD Master Plan, but shall not be required to construct them in the sequence set forth on the Phasing Plan. Phasing must occur consistent with limitations and conditions set forth in the Transportation Improvements Development Agreement and Grant of Easement attached hereto as Exhibit "C" and made part hereof (the "Transportation Agreement"). Phase A of the Phasing Plan represents the single-family residential portion of the Project. Phase B-1 represents one townhome phase of the Project. Phase B-2 represents the apartment phases of the Project. Phase B-3 represents one townhome phase of the Project. Phase B-4 represents the recreational area phase of the Project, which may consist of further sub-phases as set forth in this Agreement. Phase B-5 represents the flex space phase of the Project. Phase B-6 represents the open space phase for the flex space phase of the Project as well as the Spine Road (as defined in the Transportation Agreement).

3. **Master Association.** Prior to the issuance of the first building permit for the initial phase of the Project, Developer shall form the Avian Pointe Master Association (the "Master Association") through the creation of Articles of Incorporation, Bylaws and a Declaration of Covenants, Conditions and Restrictions (the "Governing Documents"). The Governing Documents shall be consistent with this Agreement and the Transportation Agreement and, to the extent of a conflict, this Agreement and the Transportation Agreement shall supersede the Governing Documents. The initial members of the Board of Directors for the Master Association

shall be Ken Stoltenberg and Franciscus ("Frank") Bombeeck with successors to be appointed based upon the ownership of the Property. As Developer sells portions of the Property to third parties, such third parties shall be added as members of the Master Association and the Board of Directors shall be updated to ultimately include a total of five (5) members representing the two (2) townhome phases, two (2) apartment phases and one (1) single family home phase. Each member shall agree on behalf of itself and their respective successors and assigns to comply with the PUD and other City approvals for the Project applicable to any portion of the Property owned by the particular party. The Governing Documents shall specify that an annual budget is established to adequately fund the maintenance of the park space and Internal Streets (as hereinafter defined). The Governing Documents shall also provide for the establishment of an Architectural Review Committee ("ARC"). Each individual phase of the Project shall be required to submit plans and specifications to the ARC before seeking approval of the same from the City. The City and the Developer agree that the Avian Pointe is intended to be a first-class residential community and the ARC shall establish review criteria consistent with such intent and similar communities within the Central Florida area. The Master Association shall be responsible for the maintenance of the landscaping, trees and grass within all medians and rights-of-way along the Spine Road for Segments A, B, and C, as described and further discussed in the Transportation Agreement. Maintenance shall include mowing grass and maintaining any vegetation or trees planted within the right-of-way or round-about.

4. **Temporary Density Limitation.** The Parties entered into the Transportation Agreement of even date herewith regarding, among other things, certain transportation improvements to be completed in connection with the Avian Pointe Project. The City and Developer further agree that notwithstanding the approval of the PUD, the density of the Property shall not exceed five (5) dwelling units per acre or 455 multi-family residential units (meaning single family, townhome and apartment units as used in this Agreement) until such time as the Spine Road (as defined in the Transportation Agreement) is connected to Peterson Road north of the Project.

5. **Internal Street Network.** With the exception of the Spine Road (as defined in the Transportation Agreement), all internal streets and on-street parking within the Project will be privately owned and maintained (the "Internal Streets"). The Governing Documents of the Master Association shall specify which Internal Streets are maintained by which phase of the Project in a manner that is consistent with the Road Delineation Plan attached hereto as Exhibit "D" and incorporated herein by this reference.

6. **Parking and On-Site Infrastructure.** Although the Project may be constructed in phases consistent with the Phasing Plan and this Agreement, each individual phase of the Project shall be required to provide sufficient on-site infrastructure to satisfy the applicable City Code requirements. Further, each individual phase shall be required to provide the number of parking spaces set forth within the PUD and Mixed Use Master Plan. All on street parking spaces with the exception of Parcel A shall be considered common areas and accessible to residents and guests of the entire Project.

7. **Shared Use Recreation Area.** The common Recreational Area Phase of the Project is depicted on the Phasing Plan as Phase B-4 (the "Shared Use Recreational Area"). The City and Developer agree that the Shared Use Recreational Area Phase will be developed by the Developer in one phase and must be completed before the residential building permit containing the 220th residential unit is issued for the Project or one year after a school opens on the Property, whichever occurs first. However, the City Administrator, at their discretion, may increase this number of units

by another 25 residential units upon the written request of the Developer. The Developer shall submit a Final Development Plan to the City for the Shared Use Recreational Area prior to the issuance of the 189th residential building permit for the Project. The Governing Documents of the Master Association shall require that the Master Association shall obtain and maintain ownership and control over Phase B-4 once built. The Recreational Area Phase shall be consistent with the amenities appearing on the Master Association Plan (PUD) for Phase B-4.

8. **Clubhouse Area.** The clubhouse and pool portion of Phase B-1 as depicted on the PUD (the "Clubhouse Area") shall include a minimum of 2,000 square feet of climate-controlled indoor space. The Clubhouse Area must be completed before the building permit containing the 125th residential unit is issued for Project Phases A, B-1 and B-3 combined. However, the City Administrator, at their discretion, may increase this number of units by another 25 residential units upon the written request of the Developer. A Final Development Plan for the Clubhouse Area must be submitted to the City prior to the issuance of the 75th building permit for Phases A, B-1 and B-3 combined. The Clubhouse Area shall be placed in a tract owned by the Master Association or Homeowners Association for Phases A, B-1 and B-3., and the tract shall be platted with the first residential plat for the Project.

9. **Apartments.** The apartment phases of the Project are characterized as luxury apartments and shall contain the following amenity features: (1) balcony/porch with each unit; (2) resort-style swimming pool; (3) dog park and (4) full washer and dryer within two and three-bedroom apartments and a full or stacked washer and dryer available in one-bedroom apartments. Additionally, at least two (2) of the other amenity features set forth on Exhibit "E" attached hereto and incorporated herein by this reference (the "Additional Luxury Apartment Amenity Features") shall be provided. No community laundry or coin laundry room is allowed.

10. **Flex Space Permitted Uses.** The following land uses are permissible uses within the Flex space area (Phase B-5):

a. **Boutique Hotel.** The Hotel shall not exceed 100 rooms and all rooms must have entry only through the interior of the hotel building. A restaurant is allowed at the hotel but must be interior to the hotel or connected by a covered walkway. Restaurant facilities must be managed or leased by the hotel owner. The boutique hotel shall demonstrate character and attributes common to the definition of such hotels and shall be furnished in a themed, stylish and/or aspirational manner.

b. **School.** A public or private school utilizing serving school age children from grades kindergarten (including pre-school) to 12th grade. Any middle school (7th, 8th, or 9th grades) or high school (9th, 10th, 11th, or 12th grades) is a permissible use within Phase B-5 may be required by the City to submit an updated traffic impact analysis. In the event that the Flex Space Phase is developed as a school use, the Master Association shall, upon the request of the school, enter into a shared use agreement with the owner of the school property to enable the school to utilize a portion of the Recreational Area Phase during normal school hours. Such use agreement shall set forth an obligation of the owner of the school property to participate in the maintenance costs of the Shared Recreational Area Phase (Parcel B-4) and Phase B-5 on a fair share basis to be agreed upon between the parties. The shared use agreement shall ensure the school has use of the Shared Recreation Area during school hours and during organized school activities. Additionally, upon request from the City or Orange County Public Schools, Developer or the Master Association shall dedicate a 15-foot-wide pedestrian easement to the City and Orange County Public Schools

extending from the Spine Road to Natural Bridge Court lying east of the Spine Road. Developer shall incur no costs of any kind in connection with such easement dedication, including without limitation, any construction costs for improvements made to the easement area.

c. Day care, adult or child.

d. Assisted Living Facility or Senior Housing.

e. Residential. The City and the Developer agree that in the event nonresidential development does not occur on the Flex Space area, Developer shall be permitted to convert the flex space to develop up to a maximum of sixty (60) townhome units on the Flex Space area to the extent and limited to a maximum residential density of ten (10) units per acres for the entire area of the Avian Pointe Master Plan assigned a Residential Medium Density Future Land Use Designation and subject to compliance with all school concurrency requirements and the City's Land Development Code. Conversion of the Flex Space area to residential townhomes shall not occur until after 650 residential units have been constructed within Avian Pointe or five (5) years from the completion of the Spine Road, whichever occurs first. Conversion may include residential apartments above first-floor professional or business office uses consistent with Section 9(f) below. Residential buildings within parcel B-5 nearest the Spine Road or the northern private road shall be have the front facade oriented to the street with the primary entrance connected to the street sidewalk and to the perimeter of the Parcel. Parking shall be behind residential buildings screen from S.R. 429 or the PUD roads. Residential buildings nearest the Spine Road shall be limited to two stories and a height of thirty-five (35) feet.

f. Vertical Mixed Use Buildings. Professional or business office on the first floor and apartments on the upper floors. A maximum of sixty (60) apartment units are allowed. A professional or business office unit shall not exceed 2,500 square feet.

G. Any residential development within the Flex Use Area must satisfy any applicable school concurrency requirements prior to submittal of a preliminary or final development plan.

11. Development Design Review. Prior to or commensurate with the submittal of the first Preliminary Development Plan for the Project, Developer shall submit a document for review by City staff demonstrating common design themes for utility and equipment located within common areas or private and public roadways, entrance features design, including but not limited to decorative street light poles, street name theme, and park benches/furniture. Entrance features and landscape plans for the round-about shall be also be submitted for review by City staff.

Any hedges placed along the Spine Road within Phases A and B-1 must be placed in a landscape easement belonging to the Master Association. The Master Association must maintain the hedges in perpetuity and shall not allow the hedges to exceed a height of four (4) feet. Each lot abutting the Spine Road and containing a hedge shall include a sidewalk connection through the hedge from the front door to the public sidewalk or multi-use trail within the Spine Road.

12. Performance Bonding for Common Improvements. Developer shall provide performance bonds or other financial assurances for the completion of the common improvements for the Project as follows:

- a. Prior to the issuance of the first building permit for the construction of a residence on the Property, Developer or an agent of Developer shall post a performance bond or other financial assurance acceptable to the City in an amount equal to 110% of the estimated cost of construction of (1) the Shared Use Recreation Area facilities and (2) the Clubhouse Area in order to ensure completion of the Shared Use Recreation Area and Clubhouse Area as required by this Agreement.
- b. Prior to the issuance of the first building permit for any specific Phase of the Project, Developer or an agent of Developer shall post a performance bond or other financial assurance acceptable to the City in an amount equal to 110% of the estimated cost of construction of the Internal Streets and Spine Road as described by this Agreement and the Transportation Agreement providing access within that specific Phase in order to ensure completion of said specific portion of the Internal Streets and Spine Road.

Nothing herein shall be construed as precluding Developer from satisfying multiple requirements established by this Section through a combined performance bond or other financial assurance acceptable to the City, so long as that combined instrument's total assurance is equal to 110% of the total estimated cost of construction of all common improvements contemplated by the combined instrument.

13. Covenants Running with the Land/Assignment. The terms, provisions, covenants, conditions and restrictions set forth in this Agreement and the rights, privileges and benefits and duties, obligations and burdens assigned, granted, imposed and created pursuant to this Agreement shall and are hereby declared to be covenants running with the title to the Property. This Agreement shall legally benefit and bind the Developer and its respective successors and assigns.

14. Off-Site Real Estate Directory Signage. As the Avian Pointe Project is currently located in an isolated area until developed, the Developer may locate one (1) temporary real estate directory sign on private property at the intersection of King Street and W. Orange Avenue and at the intersection of Lust Road and Binion Road on a temporary basis and subject to the approval of the property owner. If multiple homebuilders are present within Avian Pointe, they must share this same real estate directory sign. The temporary real estate sign must be removed within four (4) years from the issuance of the first residential certificate of occupancy or upon completion of the 700th unit, whichever occurs first. Developer must obtain any necessary sign permits from the City prior to the installation of the temporary real estate directory sign described herein.

15. Legal Proceedings, Attorneys' Fees. In the event that either of party shall institute litigation or other legal proceedings against the other to interpret or enforce any term, provision, warranty, covenant or condition set forth in this Agreement, the prevailing party in such litigation or other legal proceedings following all appeals therefrom, if any, shall be entitled to recover from the non-prevailing party in such litigation or other legal proceedings reasonable attorneys', paralegals', and experts' fees and expenses and court costs incidental thereto, including those incurred on any bankruptcy proceeding and/or appeal of a lower court decision.

16. Notices.

- a. All notices provided for in this Agreement shall be in writing and delivered personally (including delivery by courier) or by registered or certified mail, return receipt requested, postage prepaid, or via facsimile to the parties, at the addresses and facsimile numbers set forth below, with a copy forwarded to their respective attorneys, at the addresses and facsimile numbers set forth below, or at such other addresses as the parties shall designate to each other in writing:

City: Edward Bass, City Administrator
120 East Main Street
Apopka, Florida 32703
Telephone: (407) 703-1712

With a copy to: Cliff Shepard, Esq.
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Telephone: (407) 622-1772

Developer: Apopka Clear Lake Investments, LLC
Attention: Ken Stoltenberg and Frank Bombeeck
1810 West Kennedy Blvd Suite 232
Tampa, Florida 33606
Telephone (813) 321-1984

With a copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Telephone (407) 244-5664

- b. Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall be hand-delivered, sent by Federal Express or a comparable overnight mail or delivery service, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile or telecopier to the parties and their listed co-recipients, at their respective addresses and/or facsimile numbers set forth herein. Any notice delivered as aforesaid shall be deemed delivered immediately upon mailing, delivery to an appropriate carrier, or receipt or refusal of delivery of said notice, whichever is earliest. The inability to deliver because of change in address of which no notice is given shall be deemed to be a receipt of the notice, demand and request. The party claiming delivery of notice via telecopier or facsimile shall have the burden of proving notice was in fact sent, which burden can be carried without further evidence if confirmed by the transmitting telecopier or facsimile machine. Any communication sent by facsimile or telecopier shall promptly be followed by a copy delivered by one of the other approved methods. Receipt shall be deemed to have occurred if delivered to an authorized agent or any employee of the

addressee or of the addressee's company. A time period in which a response to any notice, demand or request must be given pursuant to the terms of the Agreement, shall commence to run from the date of receipt. Any party may change the address for receiving notices, request, demands, or other communication by not less than three (3) days prior notice in accordance with this Paragraph. Telephone numbers are provided for convenience only.

- c. City and Developer may from time to time notify the other of changes regarding where and to whom notices should be sent by sending notification of such changes pursuant to this Paragraph.

17. **Miscellaneous Provisions.**

- a. **Entire Agreement.** This Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this Agreement and supersede any and all prior or contemporaneous covenants, agreements, undertakings, statements, representations or warranties, whether written or oral, of any party hereto concerning or with respect thereto.
- b. **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 the City and Developer. Developer cannot create an 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 none of the other Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
- c. **Agency.** Developer and City, and their agents, contractors and subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of one another.
- d. **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*.
- e. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend or limit the scope, content or intent of this Agreement or of any particular term, provision or paragraph hereof.
- f. **Modification, Amendment or Termination.** This Agreement may not be changed, modified, amended or terminated except as expressly set forth in a

separate writing signed by both of the parties to this Agreement or their respective successors in interest or title.

- g. **Recording in Public Records.** Developer shall ensure that this Agreement and the Transportation Agreement are recorded among the public records of Orange County, Florida promptly after the execution of the Agreement and Transportation Agreement by all parties.
- h. **Indemnification.** Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims (at law or in equity), disputes, lawsuits, injuries, damages, attorneys' fees and all adverse matters in any way arising out of or relating to the risks assumed by Developer under this Agreement.
- i. **Default.** Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages as set forth in this Agreement. Prior to termination of this Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.
- j. **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.
- k. **No Liability or Monetary Remedy.** Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.
- l. **Governing Law; Binding Effect.** This Agreement and the construction, interpretation and enforcement thereof shall be construed in accordance with and governed by the laws of the State of Florida and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors in interest or title.
- m. **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.

- n. **Construction of Agreement.** The fact that any one of the parties to this Agreement shall have drafted or structured or shall be deemed to have drafted or structured this Agreement or any particular term or provision of this Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this Agreement or any particular term or provision of this Agreement, either in favor or to the disadvantage of such party.
- o. **Severability.** If any of the terms, provisions, covenants or conditions set forth in this Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.
- p. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and are collectively but one instrument.
- q. **Time of the Essence.** Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this Agreement, a "business day" shall mean any weekday that the banks in the county in which the Property is located are open for business (thereby excluding Saturdays, Sundays and legal holidays).
- r. **Statutory Development Agreement.** This Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by the City pursuant to the City's home rule authority.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Witnesses:

APOPKA CLEAR LAKE INVESTMENTS, LLC,
a Florida limited liability company

Karen Chancey
Printed Name: Karen Chancey
Don Salf
Printed Name: DON Salf

By: [Signature]
Name: F. Bombeck
Title: managing member

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 19th day of September 2018, by Frank Bombeck, as managing member of Apopka Clear Lake Investments, LLC, a Florida limited liability company, who is known to me ☒ or who produced _____ as identification on behalf of the company.

Karen Chancey
Notary Public
State of Florida at Large

My Commission Expires: July 17, 2019



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF APOPKA

By:

Bryan Nelson
Mayor

ATTEST:

Linda S. Gaff
_____, City Clerk

Approved as to Form:

Clifford E. Shaw
Shaw, City Attorney
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of September, 2018, by Bryan Nelson, who is known to me ☒ or produced Mayor as identification as Mayor of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida.

Susan M Bone

Notary Public

State of Florida at Large

My Commission Expires:



Susan M. Bone
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG182400
Expires 4/25/2022

Exhibit "A"

The Property

PARCEL I.D. NUMBERS: 07-21-28-0000-00-002, 07-21-28-0000-00-015; 07-21-28-0000-00-064

PARCEL A LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-015)

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, AND; BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN THENCE WEST 160 FEET, THENCE NORTH 7° 18' EAST 277.24 FEET, THENCE EAST 124.78 FEET, THENCE SOUTH 275 FEET TO THE P.O.B., ALL IN ORANGE COUNTY, FLORIDA.

PARCEL B LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-002)

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 2632.98 FEET TO A FOUND 4X4 CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 02 SECONDS EAST A DISTANCE OF 100 FEET; THENCE RUN NORTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 1316.28 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 54 SECONDS EAST A DISTANCE OF 1551.76 FEET; THENCE RUN SOUTH 00 DEGREES 26 MINUTES 18 SECONDS WEST A DISTANCE OF 1312.93 FEET, THENCE RUN NORTH 89 DEGREES 53 MINUTES 02 SECONDS WEST A DISTANCE OF 332.97 FEET TO A FOUND AXLE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 1875.24 FEET; THENCE RUN NORTH 89 DEGREES 47 MINUTES 20 SECONDS WEST A DISTANCE OF 516.81 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF NORTH 54 DEGREES 41 MINUTES 55 SECONDS WEST, A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 09 SECONDS, THENCE RUN ALONG ARC OF SAID CURVE A DISTANCE OF 53.95 FEET; THENCE RUN NORTH 57 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 501.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 547.96 FEET, A CHORD BEARING OF NORTH 39 DEGREES 16 MINUTES 28 SECONDS WEST, A CENTRAL ANGLE OF 35 DEGREES 56 MINUTES 07 SECONDS, THENCE RUN ALONG ARC OF SAID CURVE A DISTANCE OF 343.68 FEET; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST A DISTANCE OF 131.12 FEET; THENCE RUN NORTH 00 DEGREES 24 MINUTES 43 SECONDS WEST A DISTANCE OF 1311.51 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2:

A TRACT OF LAND LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE ABOVE-REFERENCED SECTION 7 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°47'20" EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1024.58 FEET TO A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH SECTION LINE, RUN NORTH 00°12'40" EAST, 274.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A

RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 30°33'31", AN ARC LENGTH OF 162.67 FEET, A CHORD LENGTH OF 160.75 FEET, AND A CHORD BEARING OF NORTH 15°04'06" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 22°15'56", AN ARC LENGTH OF 95.21 FEET, A CHORD LENGTH OF 94.61 FEET, AND A CHORD BEARING OF NORTH 19°12'53" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 34°15'29", AN ARC LENGTH OF 182.36 FEET, A CHORD LENGTH OF 179.66 FEET AND A CHORD BEARING OF NORTH 25°12'40" WEST TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 597.96 FEET, A CENTRAL ANGLE OF 09°46'25", AN ARC LENGTH OF 102.00 FEET, A CHORD LENGTH OF 101.88 FEET, AND A CHORD BEARING OF NORTH 47°13'37" WEST; THENCE RUN SOUTH 89°47'20" EAST, NON-TANGENT TO SAID CURVE, 516.82 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°09'22" EAST, ALONG SAID EAST LINE, 750.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 89°47'20" WEST, ALONG SAID SOUTH SECTION LINE, 295.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT OF WAY FOR LUST ROAD AS DESCRIBED IN RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 521, PAGE 280; AND RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 538, PAGE 604, AS RE-RECORDED IN O.R. BOOK 554, PAGE 510, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THOSE PORTIONS DESCRIBED IN STIPULATED ORDER OF TAKING RECORDED IN O.R. BOOK 10106, PAGE 2611, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AND TOGETHER WITH:

A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°23'17" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LUST ROAD, AS RECORDED IN DEED BOOK 521, PAGE 280 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°39'36" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1155.54 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 PER ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP PROJECT NUMBER 429-201, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 26°36'44" WEST AND A CHORD DISTANCE OF 720.85 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 05°04'10" FOR AN ARC DISTANCE OF 721.09 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 34.79 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF SOUTH 52°05'17" EAST AND A CHORD DISTANCE OF 49.59 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'11" FOR AN ARC DISTANCE OF 49.60 FEET TO A POINT; THENCE DEPARTING SAID CURVE, RUN NORTH 89°47'20" WEST FOR A DISTANCE OF 22.18 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°23'17" EAST, ALONG THE WEST LINE

OF THE SOUTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LUST ROAD, AS RECORDED IN DEED BOOK 521, PAGE 280 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°39'36" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1155.54 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 PER ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP PROJECT NUMBER 429-201, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 25°11'52" WEST AND A CHORD DISTANCE OF 318.73 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°14'27" FOR AN ARC DISTANCE OF 318.73 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 27°43'57" WEST AND A CHORD DISTANCE OF 402.39 FEET; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°49'42" FOR AN ARC DISTANCE OF 402.33 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 75.30 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 89°47'20" EAST FOR A DISTANCE OF 22.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF SOUTH 45°41'26" EAST AND A CHORD DISTANCE OF 83.86 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°02'31" FOR AN ARC DISTANCE OF 83.93 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING OF SOUTH 24°32'26" EAST AND A CHORD DISTANCE OF 179.66 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°01'07" FOR AN ARC DISTANCE OF 183.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING OF SOUTH 18°32'40" EAST AND A CHORD DISTANCE OF 94.61 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'55" FOR AN ARC DISTANCE OF 95.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 305.00 FEET, A CHORD BEARING OF SOUTH 18°34'31" EAST AND A CHORD DISTANCE OF 116.11 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°56'42" FOR AN ARC DISTANCE OF 116.82 FEET TO THE POINT OF BEGINNING

PARCEL NORTH LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-064)

THE WEST 50.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30.00 FEET FOR RIGHT OF WAY.

PARKING SUMMARY						
SUB-DIVISION	USE	TOTAL # OF UNITS	PARKING SPACE			CHURN OUT/BLANK
			REQUIRED PER UNIT	PROVIDED PER UNIT	PER CLOSURE PER UNIT	
A	SMALLER E-PLAN-Y	36	2	3	2	52
B1	TRANSIT/STORAGE	150	2	2	1	60
B2	TRANSIT/STORAGE	150	SEE APARTMENT UNIT SUMMARY BELOW			
B3	HOV/STORAGE	104	3	2	1	56
B4	COMMUNIT-Y PARK	N/A	N/A	N/A	N/A	
B5	FLX-ZONE	N/A	PER LDC STANDARDS BY USE			

UNIT TYPE	LIVING SPACE	TOTAL # OF UNITS	# OF UNITS	PERCENTAGE	
				RECORDED PER UNIT	TOTAL
1 BR GR	750 SF (MIN)	100	25%	1.5%	275
2 BR	900 SF (MIN)	200	50%	2	550
3 BR	1,200 SF (MIN)	40	10%	7	85

* * * ADDITIONAL TRACES FENCING PRELIMINARY SITE PLAN DESIGN

PARCEL A

DESCRIPTION	TOT HOURS	AREA (FT ²)	AREA (AC)
PANEL A	97-23-30 0000-00 000	1,203,768.3	27.81
PANEL B	97-23-30 0000-00 000	4,136,511.1	94.60
PANEL C	97-23-30 0000-00 000	6,629,664.6	152
TOTAL 30-00 SPREAD	N/A	30,677.9	0.69
		1,276,206.6	29.10

[illegible]

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

Exhibit "C"

Transportation Improvements Development Agreement and Grant of Easement

Prepared by and Return to:
Thomas R. Sullivan, Esq.
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

AMENDED AND RESTATED TRANSPORTATION IMPROVEMENTS DEVELOPMENT

AGREEMENT AND GRANT OF EASEMENT

THIS AMENDED AND RESTATED TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT AND GRANT OF EASEMENT (the "Agreement") is made and entered into as of the 19th day of September 2018, by and between CITY OF APOPKA, a Florida municipal corporation, whose mailing address is 120 East Main Street, Apopka, Florida 32703 (hereinafter referred to as "City"), and APOPKA CLEAR LAKE INVESTMENTS, LLC, a Florida limited liability company, whose mailing address is 1810 West Kennedy Blvd, Suite 232, Tampa, Florida 33606 (hereinafter referred to as "Developer").

RECITALS

1. Developer is the owner of certain real property bearing Orange County Tax Parcel Identification Numbers 07-21-28-0000-00-002, 07-21-28-0000-00-015 and 07-21-28-0000-00-064 located in the City of Apopka, Orange County, Florida (collectively, the "Property").
2. Developer is processing certain land use and zoning approvals with the City, including a Planned Unit Development zoning approval (the "PUD"), with respect to the Property.
3. This Agreement hereby amends, restates and supersedes that certain Master Development Agreement recorded at Official Records Book 10971, Page 7017 of the Public Records of Orange County, Florida.
4. The Property is approximately 125.62 total acres in size and is generally depicted and described on Exhibit A attached hereto and incorporated herein by this reference.
5. Developer is planning to construct a multi-phase residential community featuring single family, townhomes, luxury apartments and flex space on the Property (the "Avian Pointe Project").

6. The City envisions the development of other properties in the immediate vicinity of the Property.
7. The City has determined that the construction of a two-lane public road with related improvements (the “**Spine Road**”) generally through the Property as more particularly described herein (collectively, the “**Transportation Improvements**”) are required in order to achieve the appropriate traffic circulation to and from the Avian Pointe Project as well as other projects in the immediate area.
8. Developer agrees to undertake the Transportation Improvements as set forth in this Agreement.
9. To the extent that the City requests that Developer undertake the oversizing of any sewer force main, water main or reclaimed water main in connection with the Avian Pointe Project, City and Developer shall enter a separate agreement with respect to such oversizing and associated impact fee credits related thereto.
10. City and Developer now desire to set forth in writing the terms and conditions regarding the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by reference.
2. **Transportation Improvements.**
 - A. Construction plans for the Transportation Improvements must be approved by the City Engineer prior to commencing construction. The design of the Spine Road must comply with the City’s design engineering standards.
 - B. The Transportation Improvements may be constructed by the Developer in phases, as set forth in **Exhibit B** attached hereto and incorporated herein by this reference (the “**Spine Road Phasing Plan**”).
 - C. The Transportation Improvements consist of Segment A, Segment B, Segment C and Segment D as set forth on the Spine Road Phasing Plan, as generally described as follows:

Segment A. Generally, a two-lane divided road with a fifteen and a half (15.5) foot wide landscaped median, and an eleven (11) foot wide multi-use trail on the west side of the proposed right-of-way, and a round-about as illustrated within the Avian Pointe PUD Master Plan Amendment. Segment A will begin at Lust Road and will end at the proposed southern round-about. No on-street parking will occur on Segment A. Developer shall be responsible for construction of Segment A. No transportation impact fee credits shall be granted for the construction of Segment A. The final design of Segment A will be determined as part of the Preliminary Development Plan for the portion of the Property which includes Segment A.

Segment B. Generally, a two-lane divided road with minimum ten (10) foot wide median, and an eleven (11) foot wide multi-use trail on the west side of the proposed right-of-way, and a round-about as illustrated within the Avian Pointe PUD Master Plan Amendment. Segment B will begin at proposed southern round-about and will end at the proposed northern round-about. No on-street parking will occur on Segment B. Maintenance of the landscaping, trees, lawn and plants (aka Segment B green area) within the Segment B right-of-way and median shall be initially maintained by the Master Association (as described in the Master Development Agreement). Developer shall be responsible for construction of Segment B. Developer of Phases A and B-1 shall be responsible for planting of trees and landscaping within Segments A and B-1.

Segment C. At minimum, a two-lane undivided road ("Undivided North Spine Road") and a round-about as illustrated within the Avian Pointe PUD Master Plan Amendment, otherwise complying with the Apopka Code of Ordinances ("Code"). However, if the City is able to secure a 30-foot wide right-of-way from the property abutting Segment C to the West and notifies Developer, in writing, of such acquisition on or before December 20, 2018, in lieu of the Undivided North Spine Road, Developer shall construct a two-lane divided road with minimum ten (10) foot wide median and an eleven (11) foot wide multi-use trail on the west side of the proposed right-of-way ("Divided North Spine Road"). Should Developer construct the Divided North Spine Road, Developer shall be entitled to Road Impact Fee Credits ("Credits") for the increase in design, engineering, permitting and construction costs incurred as between an Undivided North Spine Road and the Divided North Spine Road, as provided by Section 26-81 of the Code. To be eligible for reimbursement through the Credits, Developer must submit proposed Divided North Spine Road expenditures to the City for prior approval by the City Administrator or his/her designee before incurring said expenditures. Such proposed expenditures shall include sufficient documentation establishing that each proposed cost is reasonably necessary for the construction of the Divided North Spine Road as described herein and depicted on the PUD. Following completion of Segment C, the City shall promptly credit on its books to the account of Developer for the amount of the Credits. Segment C will begin at the proposed northern round-about and will end at Peterson Road. No on-street parking will occur on Segment C. Developer shall be responsible for construction of Segment C.

Segment D. Generally, Segment D shall be the off-site extension of a twelve (12) inch potable water line along Peterson Road and King Street existing right of way, connecting to existing water main at West Orange Avenue.

The Avian Pointe Master Association shall be responsible for maintaining all landscaping and trees within Segments A, B and C following the City's acceptance of the right-of-way and road improvements. This responsibility shall continue in perpetuity until the Master Association and the City agree to alternatively delineated maintenance responsibilities in writing. The City may terminate Developer's maintenance responsibilities over Segments A, B and C with or without cause on thirty (30) days' written notice.

Thereafter, maintenance shall be performed by the City in a manner at the sole discretion of the City.

- D. The foregoing transportation improvements set forth in Section 2 of this Agreement shall hereinafter be referred collectively be referred to as the **"Spine Road Segments Scope of Work"**.
- E. The Developer shall construct the Transportation Improvements for Segment A as depicted on the Spine Road Phasing Plan in connection with the initial phase of the Avian Pointe Project which shall not exceed 455 total multifamily units approved in the PUD.
- F. In order for Developer to construct in excess of 455 multifamily dwelling units or any approved use on the Flex Use Parcel (B-5), Developer shall (i) construct the Transportation Improvements for Segment B and Segment C consistent with the Spine Road Segments Scope of Work and (ii) install the potable water line for Segment D consistent with the Spine Road Segments Scope of Work.
- G. The Transportation Improvements shall be conveyed by the Developer to City in connection with the platting of the Avian Pointe Project. It is anticipated that the plat will be phased.

3. **City Right-of-Way.**

- A. In connection with the City's issuance of a right-of-way permit to Developer for the purposes of constructing the Transportation Improvements (hereinafter the **"Improvements"**), such permit issuance shall grant to Developer the right to perform the Improvements in all areas where the Improvements are to be located within public right-of-way or on property otherwise owned by the City.
- B. The City and Developer acknowledge that Developer may need to obtain certain approvals from Orange County in order to perform the Improvements. The City agrees to cooperate with Developer in connection with such County approvals.
- C. The City shall have the right, but not the obligation, to inspect the Improvements during construction.

4. **Conveyance of Improvements.**

- A. Developer shall, at its sole cost and expense, convey the Improvements, including Segments A, B and C to the extent the same are under the control by Developer, to the City free and clear of all liens and encumbrances, within ten (10) business days of the issuance of a certificate of completion for the Improvements by the City and any other governmental agency, including the County, with authority over the Improvements.

B. As evidence of such transfer and conveyance, Developer shall convey each component of the Improvements to the City by separate Bill of Sale. Developer shall also grant an access and maintenance easement in favor of the City with respect to the Improvements at the same of such transfer and conveyance.

C. Final acceptance ("**Final Acceptance**") of each component of the Improvements by the City shall occur upon satisfaction of the following:

a. Completion of construction of the particular component of the Improvements in accordance with the plans and specifications as approved by the City in the permitting process.

b. Delivery to City of one (1) complete set of record drawings with AutoCAD files and specifications certified by Developer's engineer.

c. Developer's assigning all warranties Developer has obtained from its contractors, suppliers, and/or materialmen with respect to the construction of the Improvements and materials used therein.

Provided all such conditions are met, the City agrees to accept such conveyance without delay, and shall thereafter be responsible for the operation and maintenance of the Improvements so conveyed to the City. As part of such conveyance, Developer agrees to warrant the Improvements so conveyed for a period of one (1) year from the date of acceptance by the City. In the event that the City initiates an annexation of any portion of the Property on which the Improvements are located, Developer agrees to support any such annexation.

5. **Documentation from Developer.** The Developer shall submit to the City from the Developer's project engineer, contractor's affidavits, and certificates from the project engineer.

6. **Development Approvals.** This Agreement shall in no manner constitute a development approval regarding the Property or the Avian Pointe Project. Developer must comply with all applicable provisions of the City's Code and Land Development Code regarding the development of the Property and the Avian Pointe Project.

7. **Deed Restriction.** The Property was subject to that certain Deed Restriction recorded among the Public Records of Orange County, Florida at Official Records Book 10890, Page 4137 (the "**Deed Restriction**"). The Deed Restriction was previously properly terminated and remains of no further force or effect.

8. **Disclaimer of Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions

or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Waiver; Modification.** The failure by any party to insist upon or enforce any of its rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

11. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

12. **Application; Effect.** If any provision of this Agreement or the application thereof to any party, person or circumstance shall be held or deemed to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties, persons, or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing the United State Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: Edward Bass, City Administrator
120 East Main Street
Apopka, Florida 32703
Telephone: (407) 703-1712

Copy to: Cliff Shepard, Esq.
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Telephone: (407) 622-1772

Developer: Apopka Clear Lake Investments, LLC
Attention: Ken Stoltenberg and Frank Bombbeck
1810 West Kennedy Blvd, Suite 232
Tampa, Florida 33606
Telephone: (813) 321-1984

Copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Telephone: (407) 375-7740

14. **Attorney's Fees.** In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable cost, fee, expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

15. **Performance.** Time is of the essence in the performance of this Agreement.

16. **Traffic Capacity.** The City acknowledges that the City has reserved sufficient traffic capacity for the entire Avian Pointe Project. The City further acknowledges that the performance of the Spine Road Improvements as set forth herein satisfies all transportation improvement obligations, including but not limited to operational improvements, necessary for the full build out of the Avian Pointe Project.

17. **Consistency.** To the extent any provisions of this Agreement are inconsistent with, or are more specific than, the PUD, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove

.[SIGNATURES APPEAR ON FOLLOWING PAGES]

Witnesses:

APOPKA CLEAR LAKE INVESTMENTS, LLC,
a Florida limited liability company

Karen Chancey
Printed Name: Karen Chancey
Don Self
Printed Name: DON SELF

By: [Signature]
Name: F. Bombeck
Title: managing member

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 19th day of September, 2018, by Frank Bombeck, as managing member of Apopka Clear Lake Investments, LLC, a Florida limited liability company, who is known to me ☒ or who produced _____ as identification on behalf of the company.

Karen Chancey
Notary Public
State of Florida at Large

My Commission Expires: July 17, 2019



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF APOPKA

By:

Bryan Nelson
Mayor

ATTEST:

D Linda S. Hoff
City Clerk

Approved as to Form:

Clifford D. Shepard
City Attorney
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of September, 2018, by Bryan Nelson, who is known to me ☒ or produced as identification as Mayor of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida.

Susan M Bone

Notary Public

State of Florida at Large

My Commission Expires:



Susan M. Bone
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG182400
Expires 4/25/2022

EXHIBIT LIST
Transportation Agreement

EXHIBIT A	Description of the Property
EXHIBIT B	Spine Road Phasing Plan

Exhibit "A": Transportation Agreement
Description of the Property

PARCEL I.D. NUMBERS: PARCEL I.D. NUMBERS: 07-21-28-0000-00-002, 07-21-28-0000-00-015;
07-21-28-0000-00-064

PARCEL A LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-015)

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, AND; BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN THENCE WEST 180 FEET, THENCE NORTH 7° 18' EAST 277.24 FEET, THENCE EAST 124.78 FEET, THENCE SOUTH 275 FEET TO THE P.O.B., ALL IN ORANGE COUNTY, FLORIDA.

PARCEL B LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-002)

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 2632.98 FEET TO A FOUND 4X4 CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 02 SECONDS EAST A DISTANCE OF 100 FEET; THENCE RUN NORTH 01 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 1316.28 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 54 SECONDS EAST A DISTANCE OF 1551.76 FEET; THENCE RUN SOUTH 00 DEGREES 26 MINUTES 18 SECONDS WEST A DISTANCE OF 1312.93 FEET, THENCE RUN NORTH 89 DEGREES 53 MINUTES 02 SECONDS WEST A DISTANCE OF 332.97 FEET TO A FOUND AXLE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 1875.24 FEET; THENCE RUN NORTH 89 DEGREES 47 MINUTES 20 SECONDS WEST A DISTANCE OF 516.81 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF NORTH 54 DEGREES 41 MINUTES 55 SECONDS WEST, A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 09 SECONDS, THENCE RUN ALONG ARC OF SAID CURVE A DISTANCE OF 53.95 FEET; THENCE RUN NORTH 57 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 501.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 547.96 FEET, A CHORD BEARING OF NORTH 39 DEGREES 16 MINUTES 28 SECONDS WEST, A CENTRAL ANGLE OF 35 DEGREES 56 MINUTES 07 SECONDS, THENCE RUN ALONG ARC OF SAID CURVE A DISTANCE OF 343.68 FEET; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST A DISTANCE OF 131.12 FEET; THENCE RUN NORTH 00 DEGREES 24 MINUTES 43 SECONDS WEST A DISTANCE OF 1311.51 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2:

A TRACT OF LAND LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE ABOVE-REFERENCED SECTION 7 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°47'20" EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1024.58 FEET TO A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH SECTION LINE, RUN NORTH 00°12'40" EAST, 274.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 30°33'31", AN ARC LENGTH OF 162.67 FEET, A

CHORD LENGTH OF 160.75 FEET, AND A CHORD BEARING OF NORTH 15°04'06" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 22°15'56", AN ARC LENGTH OF 95.21 FEET, A CHORD LENGTH OF 94.61 FEET, AND A CHORD BEARING OF NORTH 19°12'53" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 34°15'29", AN ARC LENGTH OF 182.36 FEET, A CHORD LENGTH OF 179.66 FEET AND A CHORD BEARING OF NORTH 25°12'40" WEST TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 597.96 FEET, A CENTRAL ANGLE OF 09°46'25", AN ARC LENGTH OF 102.00 FEET, A CHORD LENGTH OF 101.88 FEET, AND A CHORD BEARING OF NORTH 47°13'37" WEST; THENCE RUN SOUTH 89°47'20" EAST, NON-TANGENT TO SAID CURVE, 516.82 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°09'22" EAST, ALONG SAID EAST LINE, 750.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 89°47'20" WEST, ALONG SAID SOUTH SECTION LINE, 295.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT OF WAY FOR LUST ROAD AS DESCRIBED IN RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 521, PAGE 280; AND RIGHT-OF-WAY AGREEMENT RECORDED IN O.R. BOOK 538, PAGE 604, AS RE-RECORDED IN O.R. BOOK 554, PAGE 510, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THOSE PORTIONS DESCRIBED IN STIPULATED ORDER OF TAKING RECORDED IN O.R. BOOK 10106, PAGE 2611, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AND TOGETHER WITH:

A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°23'17" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LUST ROAD, AS RECORDED IN DEED BOOK 521, PAGE 280 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°39'36" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1155.54 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 PER ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP PROJECT NUMBER 429-201, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 26°36'44" WEST AND A CHORD DISTANCE OF 720.85 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 05°04'10" FOR AN ARC DISTANCE OF 721.09 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 34.79 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF SOUTH 52°05'17" EAST AND A CHORD DISTANCE OF 49.59 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'11" FOR AN ARC DISTANCE OF 49.60 FEET TO A POINT; THENCE DEPARTING SAID CURVE, RUN NORTH 89°47'20" WEST FOR A DISTANCE OF 22.18 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°23'17" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 30.00 FEET TO A POINT ON

THE NORTH RIGHT OF WAY LINE OF LUST ROAD, AS RECORDED IN DEED BOOK 521, PAGE 280 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°39'36" EAST, ALONG THE SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1155.54 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 PER ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP PROJECT NUMBER 429-201, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 25°11'52" WEST AND A CHORD DISTANCE OF 318.73 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°14'27" FOR AN ARC DISTANCE OF 318.73 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8150.00 FEET, A CHORD BEARING OF NORTH 27°43'57" WEST AND A CHORD DISTANCE OF 402.39 FEET; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, AND SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°49'42" FOR AN ARC DISTANCE OF 402.33 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°08'49" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, FOR A DISTANCE OF 75.30 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 89°47'20" EAST FOR A DISTANCE OF 22.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 597.96 FEET, A CHORD BEARING OF SOUTH 45°41'26" EAST AND A CHORD DISTANCE OF 83.86 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°02'31" FOR AN ARC DISTANCE OF 83.93 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING OF SOUTH 24°32'26" EAST AND A CHORD DISTANCE OF 179.66 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°01'07" FOR AN ARC DISTANCE OF 183.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING OF SOUTH 18°32'40" EAST AND A CHORD DISTANCE OF 94.61 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'55" FOR AN ARC DISTANCE OF 95.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 305.00 FEET, A CHORD BEARING OF SOUTH 18°34'31" EAST AND A CHORD DISTANCE OF 116.11 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°56'42" FOR AN ARC DISTANCE OF 116.82 FEET TO THE POINT OF BEGINNING

PARCEL NORTH LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-064)

THE WEST 50.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30.00 FEET FOR RIGHT OF WAY.

**Exhibit "B": Transportation Agreement
Spine Road Phasing Plan**

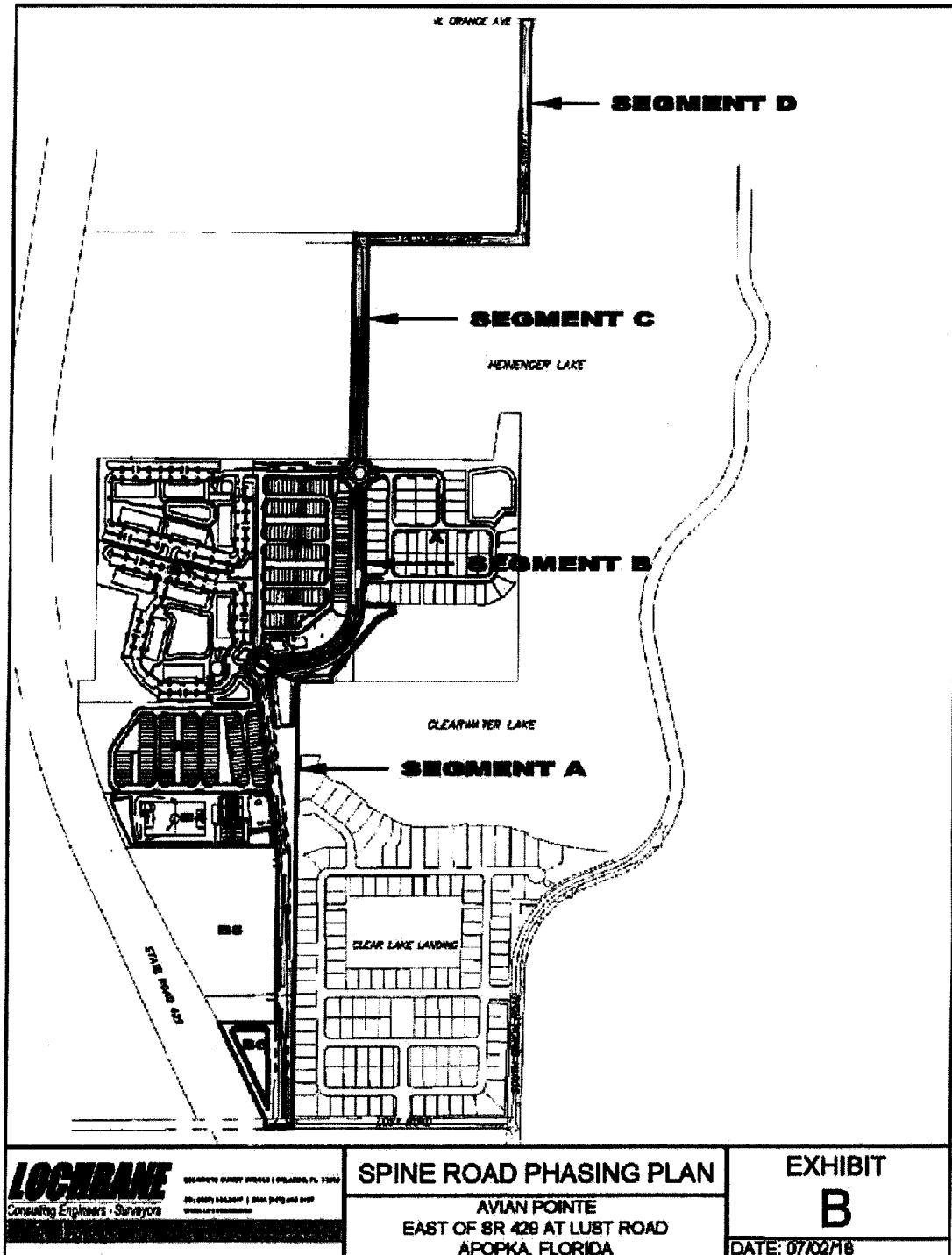
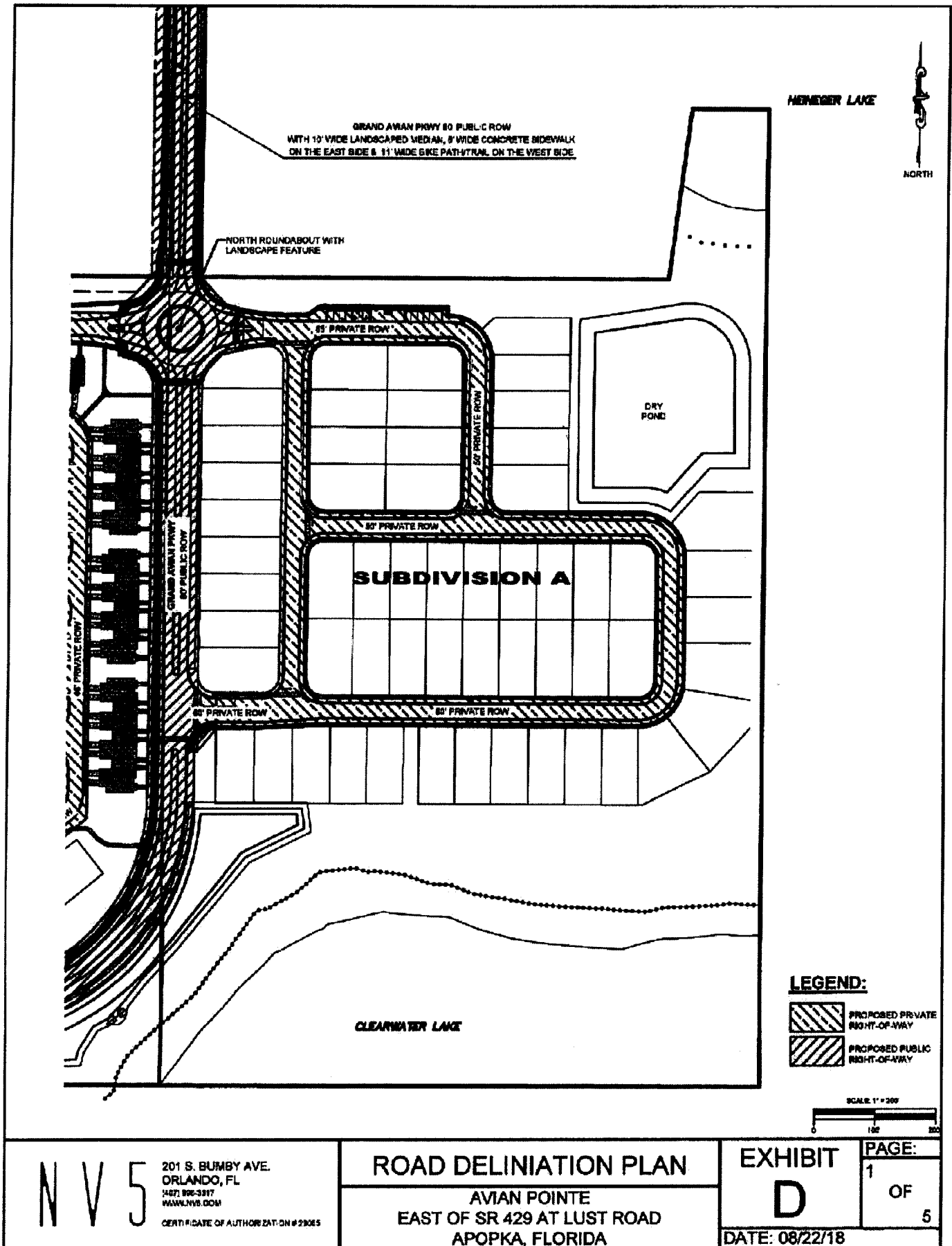
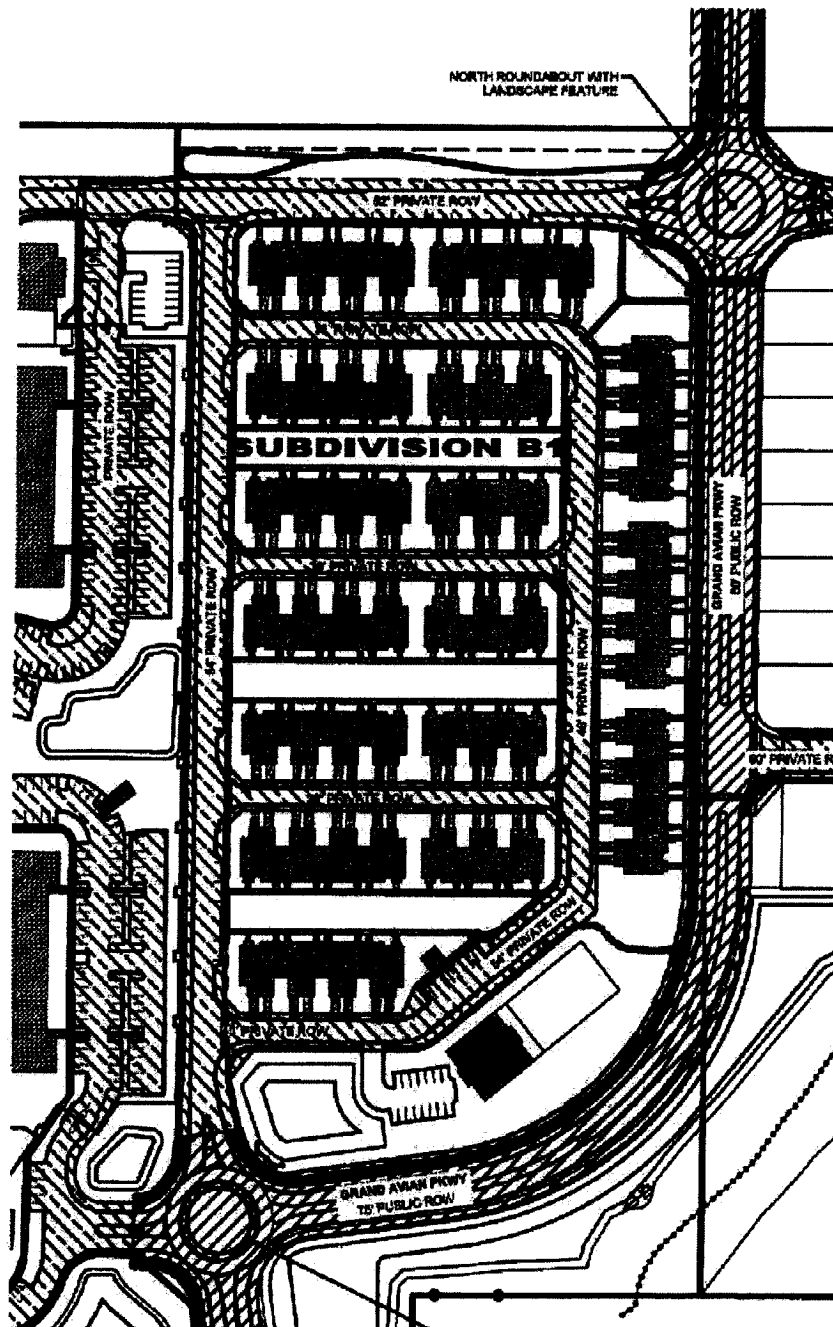


Exhibit “D”

Road Delineation Plan (Internal Streets)





PROPOSED PRIVATE
RIGHT-OF-WAY

PROPOSED PUBLIC
RIGHT-OF-WAY

SCALE: 1" = 200'

Response	Percentage
U.S. should take action to reduce global warming	107%
U.S. should not take action to reduce global warming	20%

N V 5

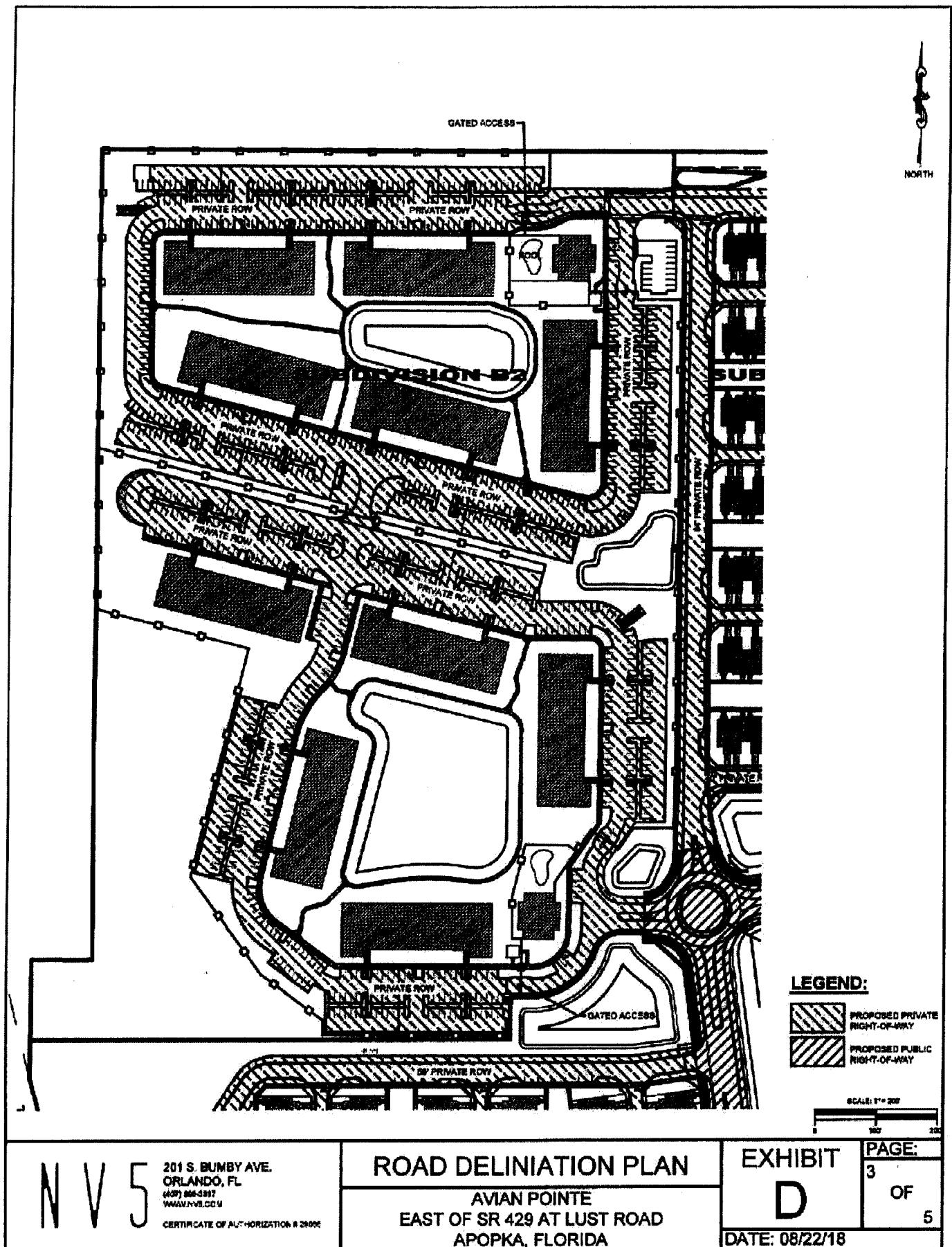
CERTIFICATE OF AUTHORIZATION - 2002

AVIAN POINTE
EAST OF SR 429 AT LUST ROAD
APOPKA, FLORIDA

**EXHIBIT
D**

2 OF 5

DATE: 08/22/18



LEGEND:

-  PROPOSED PRIVATE RIGHT-OF-WAY
-  PROPOSED PUBLIC RIGHT-OF-WAY

SCALE: 1" = 200'



N V 5

201 S. BUMBY AVE.
ORLANDO, FL
(407) 866-3312
WWW.NV5.CO.U

CERTIFICATE OF AUTHORIZATION # 28006

ROAD DELINEATION PLAN

AVIAN POINTE
EAST OF SR 429 AT LUST ROAD
APOPKA, FLORIDA

EXHIBIT

D

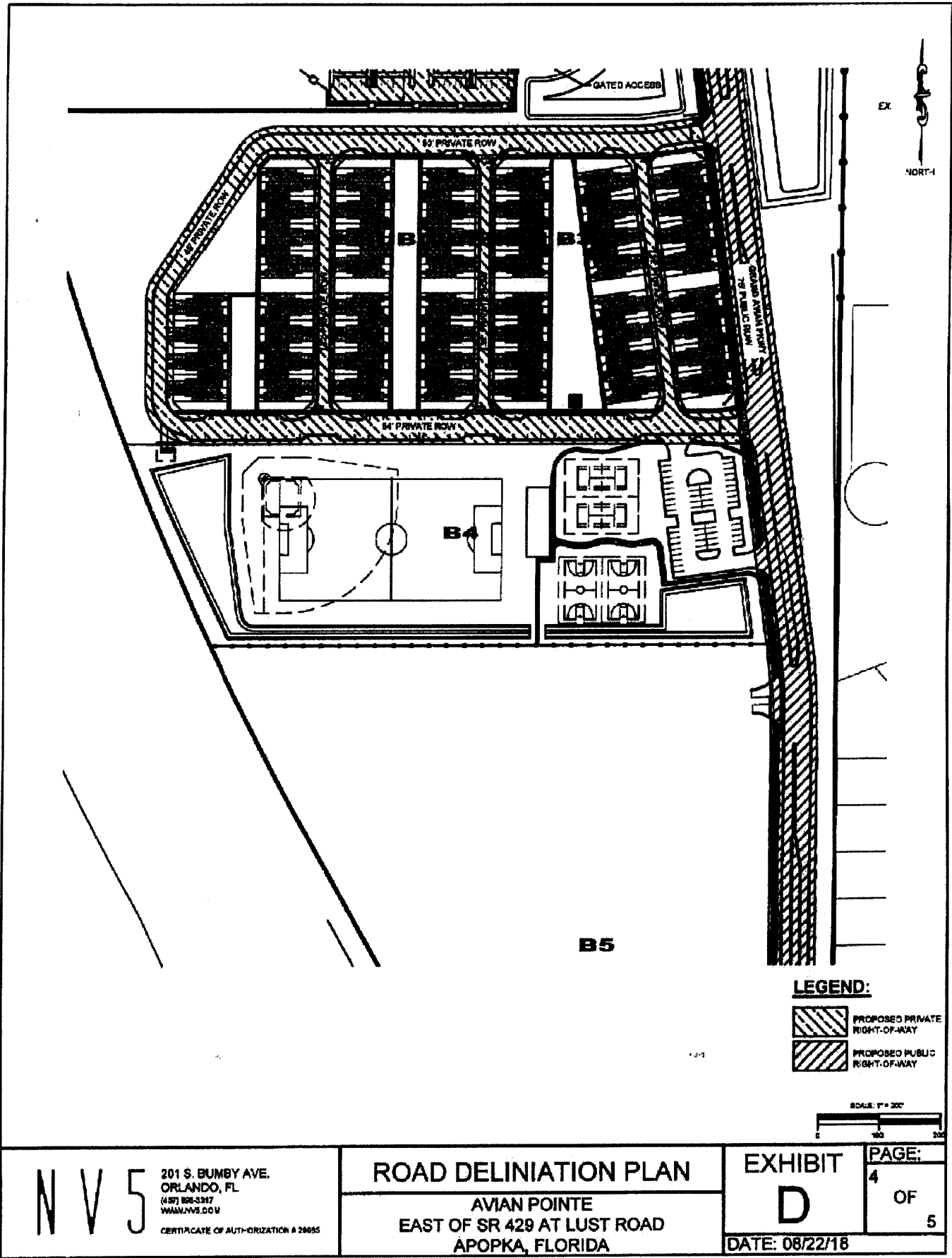
PAGE:

3

OF

5

DATE: 08/22/18



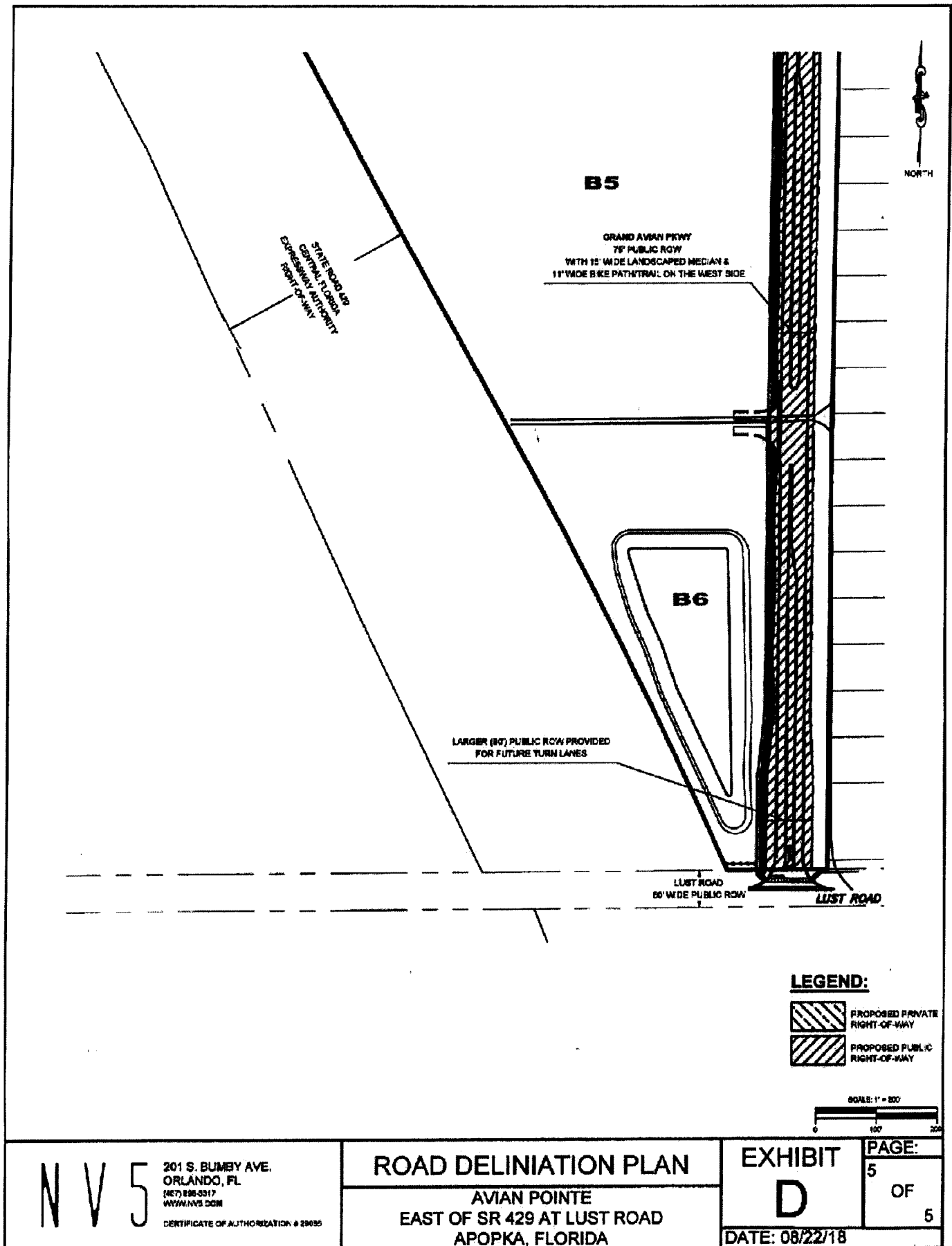


Exhibit "E"
Additional Luxury Apartment Amenity Features

Wireless High Speed Internet Access
Balcony/Porch
Fitness Center
Resort-style swimming pool
Dog Park
Walk-in showers
Energy-efficient appliances
Full-size washer and dryer available in two (2) and three (3) bedroom apartments
Full or stacked washer and dryer available in one-bedroom apartments
Walk-in closets
On-site security
Basketball court, tennis court and/or racquetball court
Bicycle trailers/bicycle racks
Bicycle and storage areas
Solid surface countertops
Corporate units
9-foot high ceilings
Business center in club house
Enclosed garage or covered parking spaces

DEVELOPMENT SUMMARY

PARKING SUMMARY

SUB-DIVISION	USE	TOTAL # OF UNITS	PARKING SPACE			
			REQUIRED PER UNIT	PROVIDED PER UNIT	ENCLOSED PER UNIT	OVERFLOW/ GUEST
A	SINGLE FAMILY	56	2	4	2	12
B1	TOWNHOMES	118	2	2	1	60
B2	APARTMENTS	480	SEE APARTMENT UNIT SUMMARY BELOW			
B3	TOWNHOMES	104	2	2	1	56
B4	COMMUNITY PARK	N/A	N/A	N/A	N/A	
B5	FLEX ZONE	N/A	PER LDC STANDARDS BY USE			

SUBDIVISION B2 APARTMENT UNIT SUMMARY

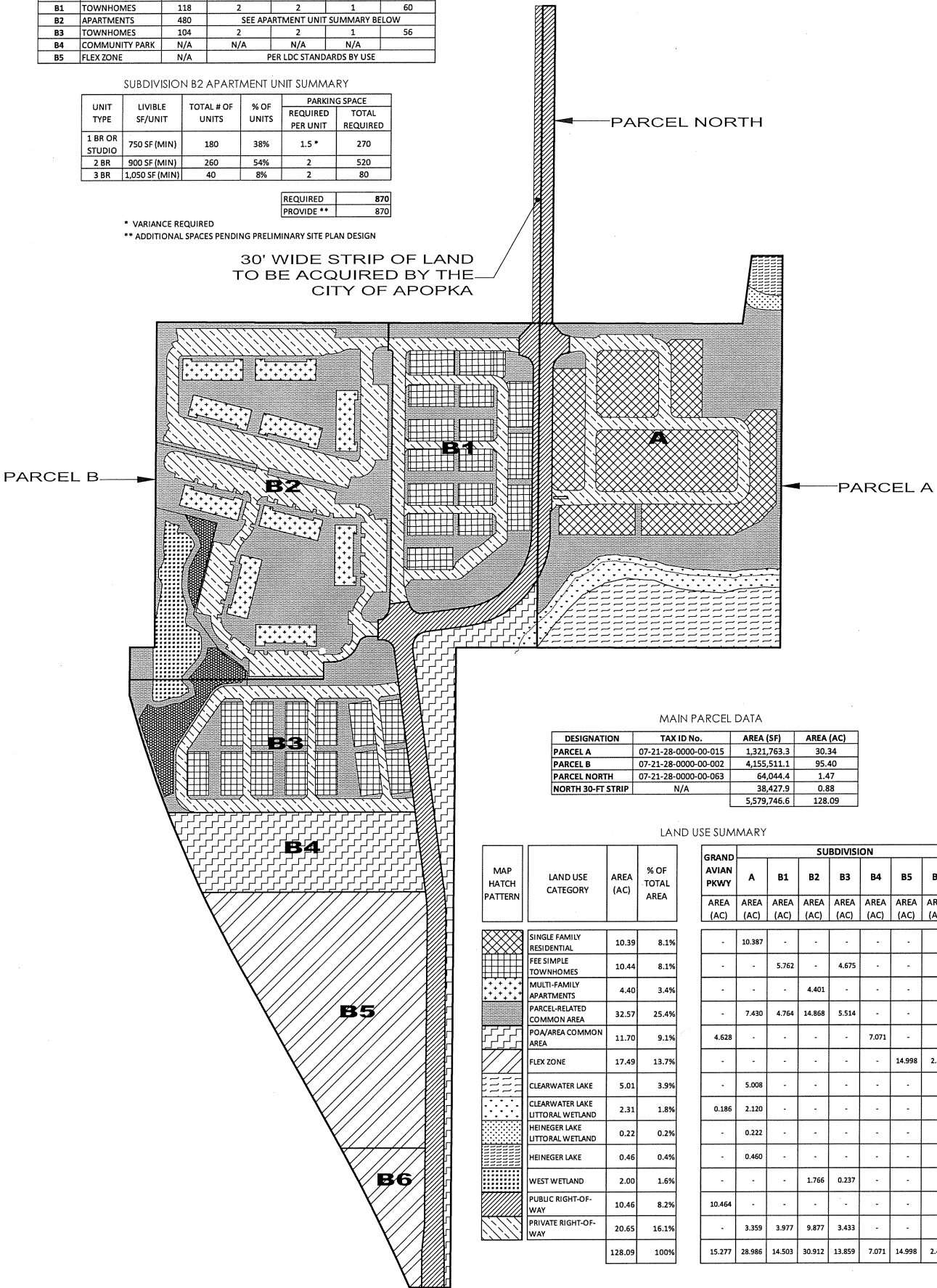
UNIT TYPE	LIVABLE SF/UNIT	TOTAL # OF UNITS	% OF UNITS	PARKING SPACE	
				REQUIRED PER UNIT	TOTAL REQUIRED
1 BR OR STUDIO	750 SF (MIN)	180	38%	1.5 *	270
2 BR	900 SF (MIN)	260	54%	2	520
3 BR	1,050 SF (MIN)	40	8%	2	80

REQUIRED	870
PROVIDE **	870

* VARIANCE REQUIRED

** ADDITIONAL SPACES PENDING PRELIMINARY SITE PLAN DESIGN

30' WIDE STRIP OF LAND TO BE ACQUIRED BY THE CITY OF APOPKA



MAIN PARCEL DATA

DESIGNATION	TAX ID No.	AREA (SF)	AREA (AC)
PARCEL A	07-21-28-0000-00-015	1,321,763.3	30.34
PARCEL B	07-21-28-0000-00-002	4,155,511.1	95.40
PARCEL NORTH	07-21-28-0000-00-063	64,044.4	1.47
NORTH 30-FT STRIP	N/A	38,427.9	0.88
		5,579,746.6	128.09

LAND USE SUMMARY

MAP HATCH PATTERN	LAND USE CATEGORY	AREA (AC)	% OF TOTAL AREA	SUBDIVISION							
				GRAND AVIAN PKWY	A	B1	B2	B3	B4	B5	B6
				AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)	AREA (AC)
	SINGLE FAMILY RESIDENTIAL	10.39	8.1%	-	10.387	-	-	-	-	-	-
	FEE SIMPLE TOWNHOMES	10.44	8.1%	-	-	5.762	-	4.675	-	-	-
	MULTI-FAMILY APARTMENTS	4.40	3.4%	-	-	-	4.401	-	-	-	-
	PARCEL-RELATED COMMON AREA	32.57	25.4%	-	7.430	4.764	14.868	5.514	-	-	-
	POA/AREA COMMON AREA	11.70	9.1%	4.628	-	-	-	-	7.071	-	-
	FLEX ZONE	17.49	13.7%	-	-	-	-	-	-	14.998	2.487
	CLEARWATER LAKE	5.01	3.9%	-	5.008	-	-	-	-	-	-
	CLEARWATER LAKE LITTORAL WETLAND	2.31	1.8%	0.186	2.120	-	-	-	-	-	-
	HEINER LAKE LITTORAL WETLAND	0.22	0.2%	-	0.222	-	-	-	-	-	-
	HEINER LAKE	0.46	0.4%	-	0.460	-	-	-	-	-	-
	WEST WETLAND	2.00	1.6%	-	-	-	1.766	0.237	-	-	-
	PUBLIC RIGHT-OF-WAY	10.46	8.2%	10.464	-	-	-	-	-	-	-
	PRIVATE RIGHT-OF-WAY	20.65	16.1%	-	3.359	3.977	9.877	3.433	-	-	-
		128.09	100%	15.277	28.986	14.503	30.912	13.859	7.071	14.998	2.487

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

OVERALL MASTER PLAN

FLOODPLAIN NOTES:

- PER FEMA FIRM MAP NO. 12096C0120F PARTS OF PARCEL A AND B ARE WITHIN FLOOD ZONES "A" AND "AE". FLOOD COMPENSATING VOLUME WILL BE PROVIDED FOR ALL FILL ENCROACHMENTS MADE TO THE EXISTING FLOODPLAIN.

WETLAND NOTES:

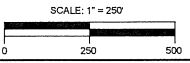
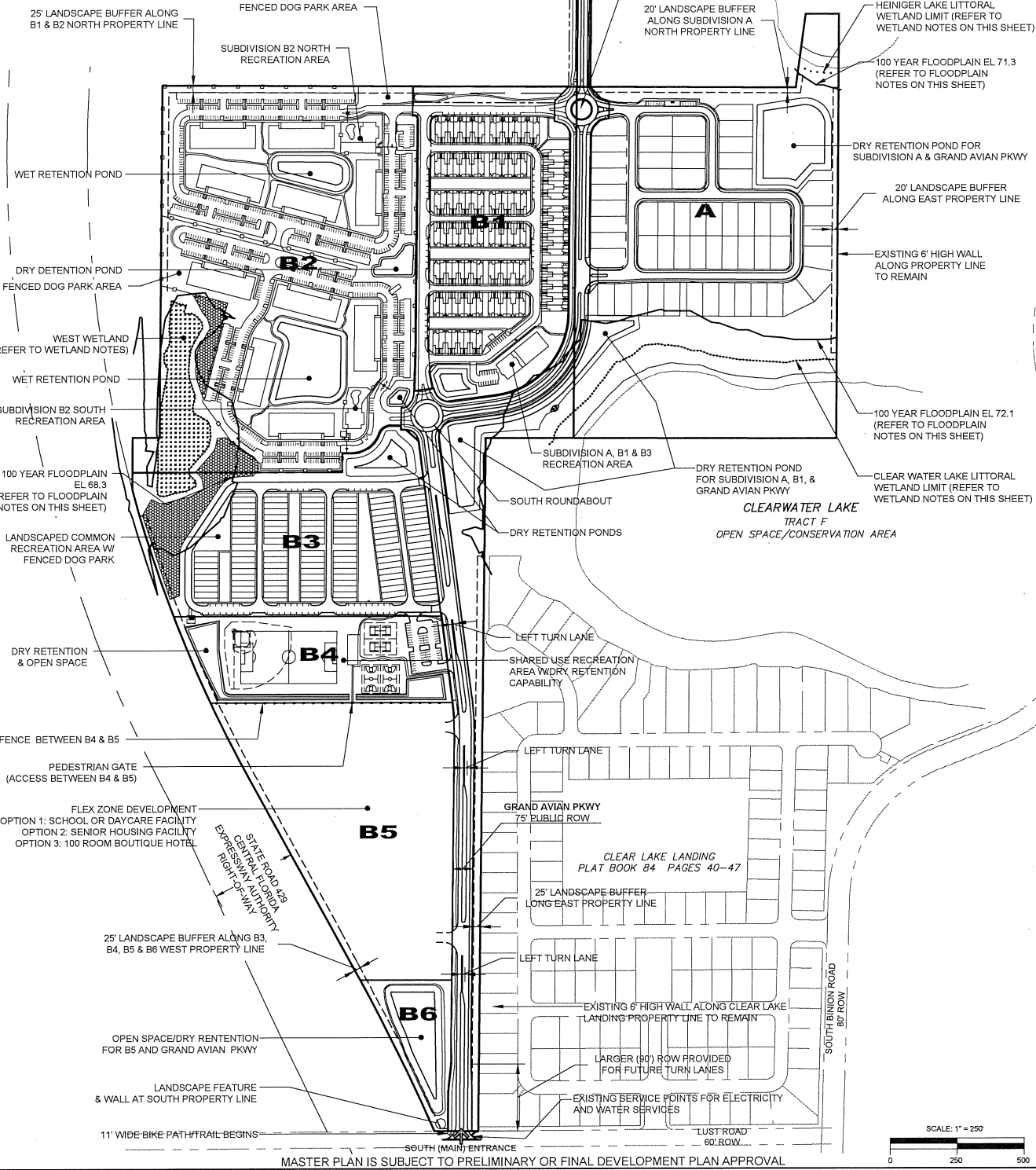
- CLEAR WATER LAKE & LAKE HEINER: NO IMPACTS TO THESE WATER BODIES AND ASSOCIATED WETLANDS SHALL OCCUR. THEREFORE, NO MITIGATION SHOULD BE REQUIRED AS LONG AS AN UPLAND BUFFER OF 25-FT AVERAGE WIDTH AND 15-FT MINIMUM WIDTH IS PROVIDED BETWEEN THE WETLANDS AND PROPOSED DEVELOPMENT.
- THE CLEAR WATER LAKE LITTORAL WETLAND LIMIT HAS BEEN DETERMINED AND ESTABLISHED AT ELEVATION 85-FT (NAVD83) CONTOUR LINE, PER SURVMD.
- WETLAND LOCATED AT THE WEST PROPERTY LINE, SOUTH-WEST CORNER OF SUBDIVISION B2, IS OF LOW QUALITY, AND WILL REQUIRE COMPENSATORY MITIGATION FOR PROPOSED IMPACTS.

ROADWAY NOTES:

- CURB RADIUS AT INTERSECTIONS AND APARTMENT BLOCK PERIMETERS SHALL BE 35' MINIMUM.
- CURB RADIUS AT APARTMENT PARKING AISLE MEDIANS SHALL BE 25' MINIMUM.
- ALL PAVING SHALL COMPLY WITH CITY OF APOPKA & FDOT DESIGN STANDARDS.
- PUBLIC RIGHTS OF WAY ALONG PROPOSED GRAND AVIAN PARKWAY AS FOLLOWS:
 - SEGMENT A (FROM LUST ROAD TO SOUTH ROUNDABOUT) - VARIES FROM 90' TO 75'
 - SEGMENT B (FROM SOUTH ROUNDABOUT TO NORTH ROUNDABOUT) - VARIES FROM 75' TO 80'
 - SEGMENT C (FROM NORTH ROUNDABOUT TO PETERSON ROAD) - VARIES FROM 75' TO 80'

UTILITIES NOTES:

- WATER & ELECTRIC SERVICES SHALL CONNECT TO EXISTING SERVICE POINTS LOCATED IN THE LUST ROAD RIGHT OF WAY SUBJECT TO CITY REVIEW & APPROVAL.



MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

ENGINEER
EDUARDO GARCIALUNA, P.E.
FL LIC # 1605620

PREL. MGR. ECL
DESIGNER: ECL
CHECKED: JM

DATE: JAN 25, 2018

RECORD DRAWING
THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

ENGINEER
FL LIC #

NO. DATE

AVIAN POINTE
PUD MASTER PLAN AMENDMENT
(MIXED USE MASTER PLAN)
2771 LUST ROAD
APOPKA, FLORIDA
APOPKA CLEAR LAKE INVESTMENTS, LLC

DEVELOPMENT
SUMMARY & OVERALL
MASTER PLAN

501 SOUTH BURNY AVENUE, SUITE 100, APOPKA, FL 32030
TEL: (407) 944-1237 FAX: (407) 944-1237
WWW.LOCHRANE.COM
LOCHRANE
Consulting Engineers - Surveyors
An NVIS Company
CERTIFICATE OF AUTHORIZATION # 00000001

DRAWING NO.
ZA.02

SHEET
3 OF
15