



APOPKA PLANNING COMMISSION AGENDA

November 14, 2023 5:30 PM

Apopka City Hall Council Chambers

APOPKA PLANNING COMMISSION MEETING WILL BE LIVE-STREAMED ON YOUTUBE. TO WATCH, PLEASE VISIT:

<https://www.youtube.com/CityofApopkaFL>

CALL TO ORDER

OPENING AND INVOCATION

APPROVAL OF MINUTES

PUBLIC COMMENT PERIOD

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

PUBLIC HEARING

1. 1700 W. Keene Road - Small-Scale Future Land Use Amendment
2. 1700 W. Keene Road - Rezoning
3. Ordinance Number 3032 - Small-Scale Future Land Use Amendment – SNP Properties
4. Ordinance Number 3038 - PD (Planned Development) Rezoning and Master Plan - Plymouth Sorrento Apartments

SITE PLANS

1. Acuera Estates - Plat
2. Residences at Emerson Park - Plat

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 Planning Commission 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 Planning Commission meeting shall be the voluntary offering of a

private person, to and for the benefit of the Planning Commission. 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 City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.



City of Apopka PLANNING COMMISSION STAFF REPORT

Section: PUBLIC HEARING

Item #: 1.

Meeting Date: November 14, 2023

Department: Community Development

SUBJECT:

1700 W. Keene Road - Small-Scale Future Land Use Amendment

REQUEST:

Recommend approval of the Future Land Use Map Amendment from Office to Mixed-Use for 1700 W. Keene Road.

SUMMARY:

Owner(s): M.L. Carter Services, Inc., Trustee of the Carter-Keene Road Land Trust

Applicant(s): Bryan Potts, P.E.

Location: 1700 W. Keene Road

Project: 1700 W. Keene Road SSFLUM

Density: N/A

Project Manager: Bobby Howell, AICP

Zoning Report

This chart includes the relationships to adjacent properties.

Direction	Future Land Use	Zoning	Present Use
North	Mixed-Use	PD (Planned Development)	Currently vacant – proposed grocery store with commercial outparcels and multifamily development
East	"County" Institutional	"County" A-1	Orange County Northwest Water Reclamation Facility
South	Mixed-Use	MU-ES-GT (Mixed-Use East Shore-Gateway)	Ascend Oakpointe apartments
West	Industrial	I-L (Light Industrial)	Industrial warehouse buildings

PROJECT SUMMARY:

The applicant has submitted a Small-Scale Future Land Use Amendment from Office to Mixed-Use for an 18.8 acre parcel located at 1700 W. Keene Road. The parcel is currently vacant. The applicant is requesting the Small-Scale Future Land Use Amendment to potentially develop retail, medical office and fast food restaurant uses on the property. A companion rezoning from O (Office) to MU-ES-GT (Mixed-Use East Shore-Gateway) is proposed to

allow the proposed uses to be permitted uses on the subject property. A Mixed-Use future land use designation is compatible with the proposed MU-ES-GT zoning, thus the request for the future land use amendment. The proposed Mixed-Use future land use designation is compatible with the area as property to the north and south have a future land use designation of Mixed-Use.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - Applicant's response: We believe the proposed project serves the goals, objectives and policies of the City.
 - Staff response: Staff has no objection.
2. Is in conflict with any provisions of the LDC;
 - Applicant's response: The proposed Development is not in conflict with the LDC.
 - Staff response: Staff has no objection.
3. Addresses a demonstrated community need;
 - Applicant's response: The project will provide retail and medical office to serve the hospital and local community.
 - Staff response: Staff has no objection.
4. Is required by changed conditions;
 - Applicant's response: The change is to allow drive thru restaurant which isn't allowed in Office. Mixed use future land use is currently already located on the north side of Keene Road.
 - Staff response: Staff has no objection.
5. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - Applicant's response: The proposed Development fits in with the surrounding development. There is a Publix Plaza to the north, Industrial to the west, Orange County treatment facility to the east and a Lake to the South.
 - Staff response: Staff has no objection.
6. Would result in a logical and orderly development pattern;
 - Applicant's response: The project would fill the last corner of this intersection with Retail/Commercial.
 - Staff response: Staff has no objection.
7. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - Applicant's response: The project will be served with Potable and wastewater, as well as Ocoee-Apopka Road and Keene Road.
 - Staff response: Staff has no objection.
8. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
 - Applicant's response: The Parcel is essentially an infill piece surrounded on all sides by development or roads. It will not negatively impact the environment.
 - Staff response: Staff has no objection.

SCHOOL CAPACITY REPORT:

As the subject property is used for non-residential purposes, school capacity is not applicable.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on September 18, 2023.

PUBLIC HEARING SCHEDULE:

- November 14, 2023 – Planning Commission (5:30 P.M.)
- December 6, 2023 – City Council (1:30 P.M.), First Reading
- December 20, 2023 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:

- October 24, 2023 – Poster Placed on Property
- October 24, 2023 – Mailed Notices to Adjacent Property Owners
- October 27, 2023 – Advertised in the Apopka Chief

DEVELOPMENT REVIEW COMMITTEE:

Recommends approval of the change in Future Land Use from Office to Mixed-Use and finds the proposed amendment consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, recommending approval of the future land use amendment, based on the findings and facts presented in the staff report and exhibits.

LAND USE REPORT

RELATIONSHIP TO ADJACENT PROPERTIES

Direction	Future Land Use	Zoning	Present Use
North	Mixed-Use	PD (Planned Development)	Currently vacant – proposed grocery store with commercial outparcels and multifamily development

East	"County" Institutional	"County" A-1	Orange County Northwest Water Reclamation Facility
South	Mixed-Use	MU-ES-GT (Mixed-Use East Shore-Gateway)	Ascend Oakpointe apartments
West	Industrial	I-L (Light Industrial)	Industrial warehouse buildings

LAND USE ANALYSIS

Mixed-Use uses exist in this area of the City, and are located to the north and south of the subject property. Development must comply with the Mixed-Use future land use designation and be consistent with the Comprehensive Plan policies, Development Design Guidelines, and Land Development Code. The property is currently undeveloped and is approximately 18.8 acres in size. This future land use amendment is being requested to allow for the potential development of retail, medical office and fast food restaurant uses on the subject property. The parcel is not located in the following areas:

Wekiva Parkway Interchange Vision Plan Area: No

Wekiva River Protection Area: No

Area of Critical State Concern: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The proposed FLUM Amendment request for a change from Office to Mixed-Use is consistent with the terms of the JPA (Second Amendment).

City of Apopka Comprehensive Plan Policies:

Future Land Use Element: Policy 3.1.r states that 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 to serve the residential and non-residential needs of special areas of the City. 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. The intensity of development within the mixed-use land use categories will vary depending on location and surrounding uses. Transit-oriented design elements shall be encouraged to promote multiple modes of transportation in the mixed use categories.

Transportation Element:

Policies 1.1 and 1.2 state that the City of Apopka is a Transportation Concurrency Exception Area. The property may be accessed from the northeast via an access easement.

Infrastructure Element:

Policies 1.1.1, 2.1.1 and 5.1.2 state the minimum levels of service for the City's wastewater and water systems as well as the City's solid waste collection service. The property currently has access to City water. City wastewater and reclaimed water are available for future connection. Additional demand can be provided by the City.

Conservation Element:

Policy 4.1 states that a habitat study is required for developments ten (10) acres or more in size. Therefore, a habitat study will be required for any proposed development on this parcel.

Land Use Calculations:

CURRENT: Office (0.3 floor area ratio)

0.3 X 18.8 Acres (818,928) square feet = 245,678 square feet of non-residential area maximum building area.

PROPOSED: Mixed-Use (1.0 FAR maximum)

1.0 X 12.25 acres (818,928) square feet = 818,928 square feet of non-residential maximum building area

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

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

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Find the proposed change in Future Land Use from Office to Mixed-Use consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, recommending approval of the future land use amendment, based on the findings and facts presented in the staff report and exhibits.

ATTACHMENTS:

1. FLU supporting documentation

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM OFFICE TO MIXED-USE FOR CERTAIN REAL PROPERTY LOCATED AT 1700 WEST KEENE ROAD, OWNED BY M.L. CARTER SERVICES, INC., TRUSTEE OF THE CARTER-KEENE ROAD LAND TRUST, COMPRISING 18.8 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Apopka's Local Planning Agency (Planning Commission) has, in preparation of the amended version of the Apopka Comprehensive Plan, analyzed the proposed amendment pursuant to Chapter 163, Part II, F.S., found it to be consistent with the intent of the Apopka Comprehensive Plan, and held public hearings providing for full public participation.

Section I. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section III. Applicability and Effect. The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section VI. Effective Date. This Ordinance shall become effective thirty-one (31) days after adoption. If challenged within thirty (30) days after adoption, the Ordinance shall become

ORDINANCE NO. 3034

PAGE 2

1 effective after the state land planning agency or the Administration Commission, respectively,
2 issues a final order determining that the adopted small-scale development amendment is in
3 compliance.
4

5 ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
6 _____ day of _____, 2023.

READ FIRST TIME: December 6, 2023

READ SECOND TIME AND
ADOPTED:

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

Cliff Sheppard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 27, 2023
November 10, 2023

1

EXHIBIT "A"

Parcel Identification Number(s): 29-21-28-0000-00-003

Location Map

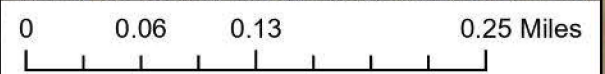


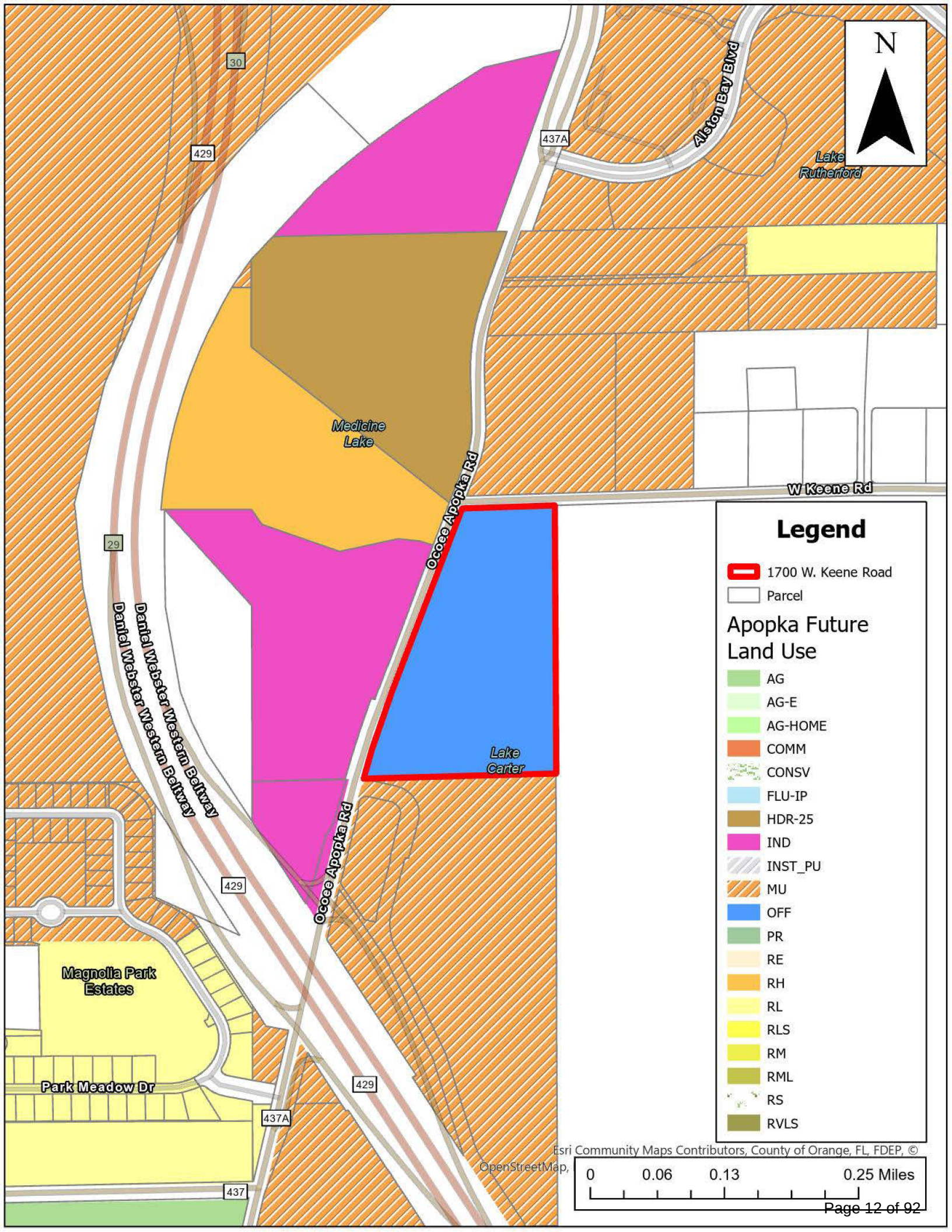


Legend

 1700 W. Keene Road

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METI/NASA, US





Legend

1700 W. Keene Road

Parcel

Apopka Future Land Use

AG

AG-E

AG-HOME

COMM

CONSV

FLU-IP

HDR-25

IND

INST_PU

MU

OFF

PR

RE

RH

RL

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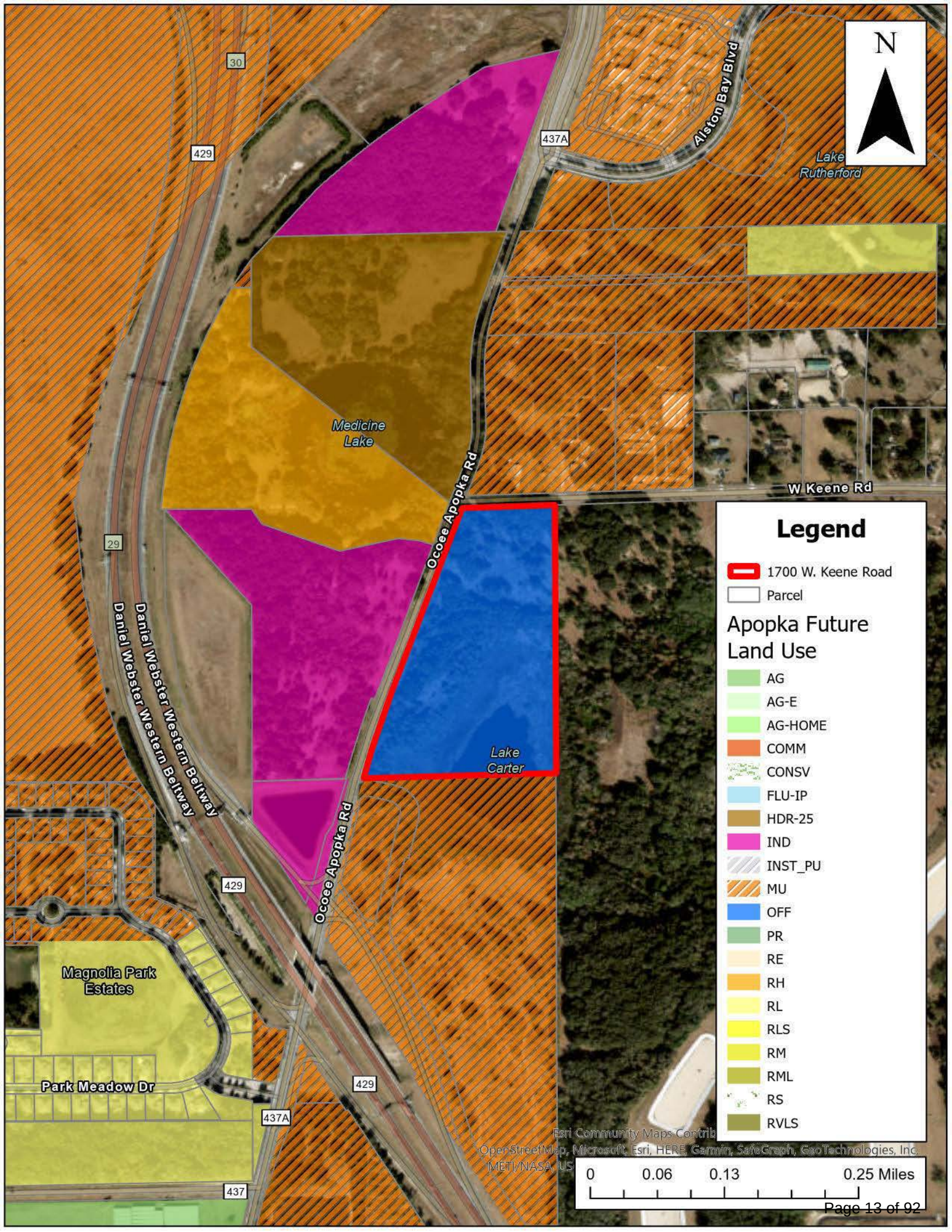
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RVLS

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OpenStreetMap,

0 0.06 0.13 0.25 Miles



Lake
Rutherford

W Keene Rd

Legend

 1700 W. Keene Road

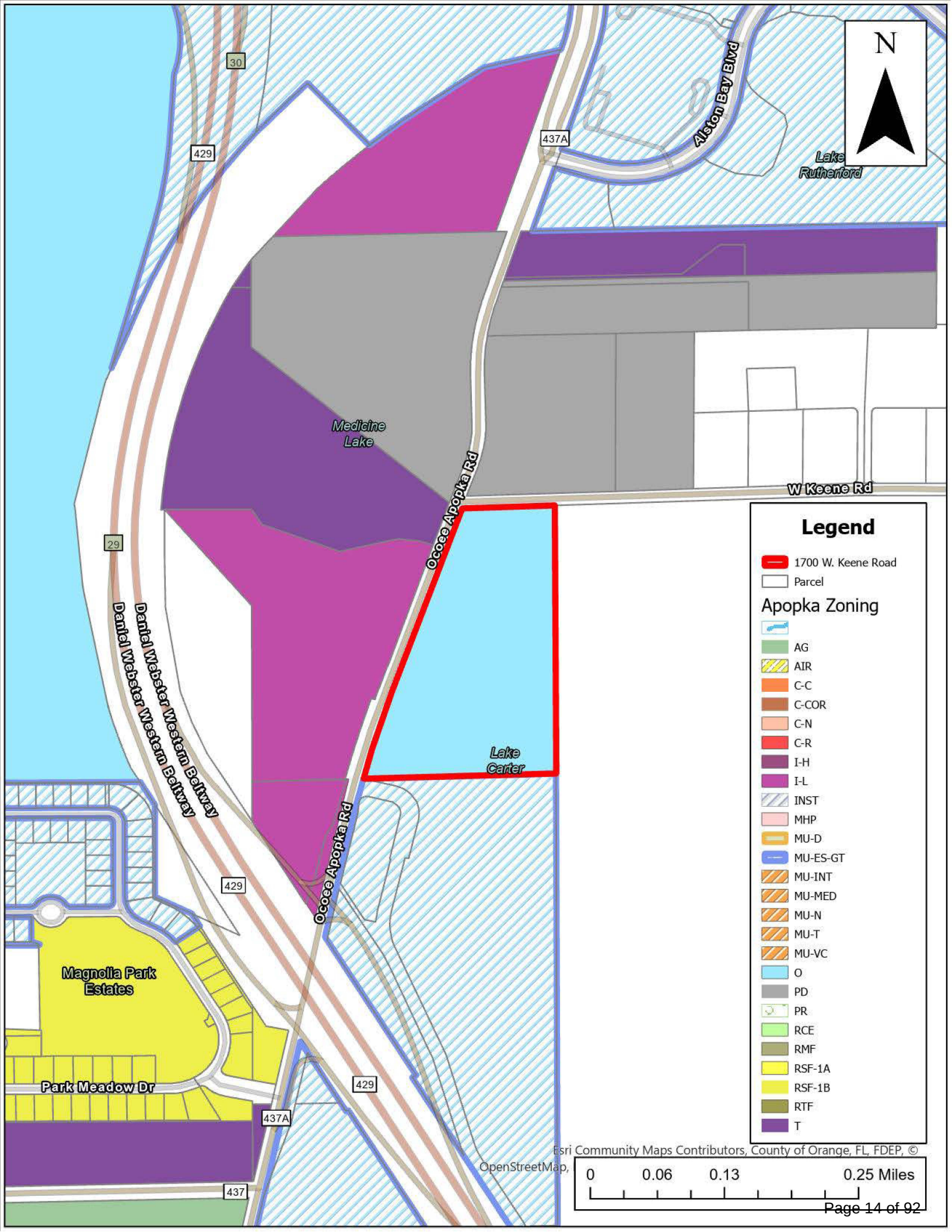
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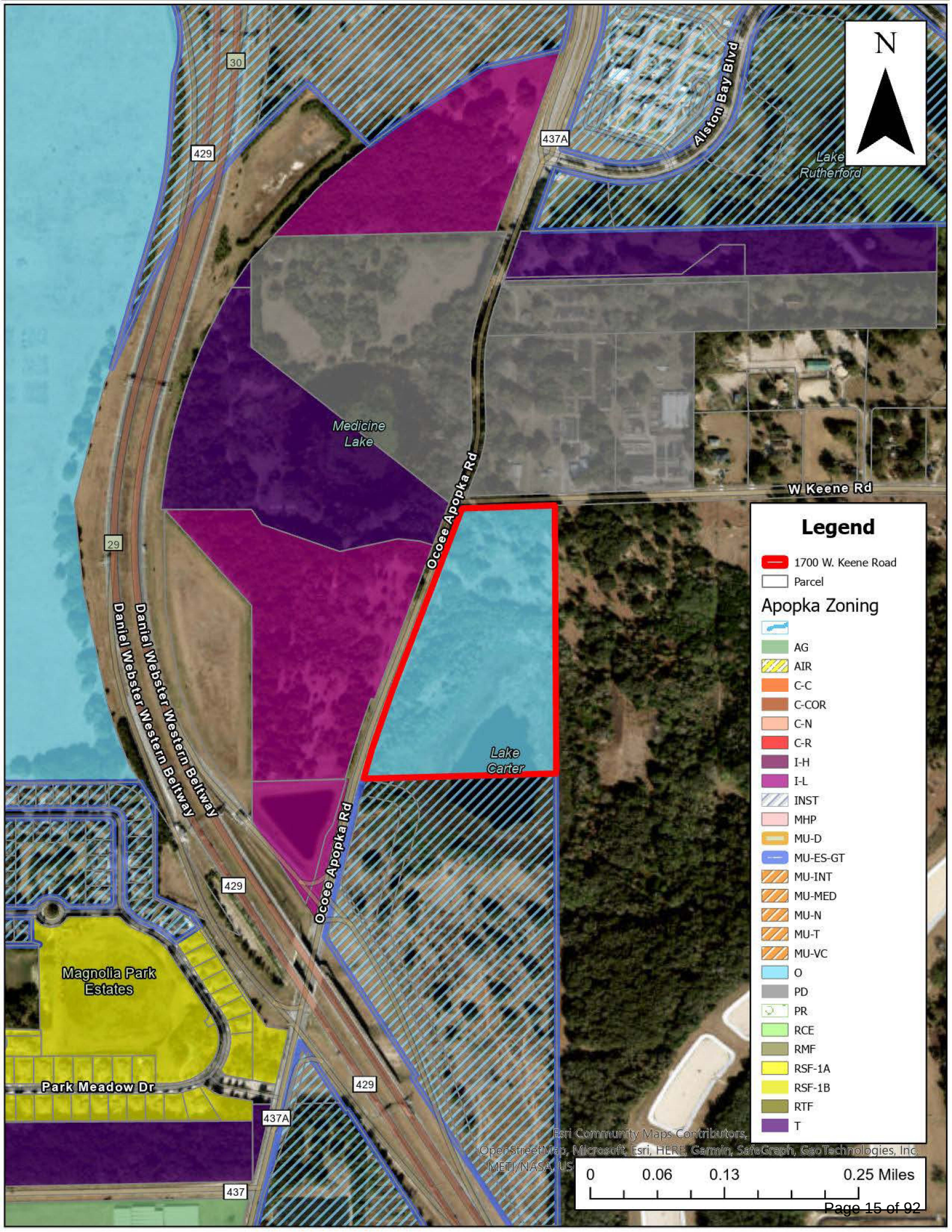
Apopka Future Land Use

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-  PR
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-  RL
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METI/NASA, US

0 0.06 0.13 0.25 Miles





Lake Rutherford

W Keene Rd

Legend

1700 W. Keene Road

Parcel

Apopka Zoning



AG



AIR



C-C



C-COR



C-N



C-R



I-H



I-L



INST



MHP



MU-D



MU-ES-GT



MU-INT



MU-MED



MU-N



MU-T



MU-VC



O



PD



PR



RCE



RMF



RSF-1A



RSF-1B

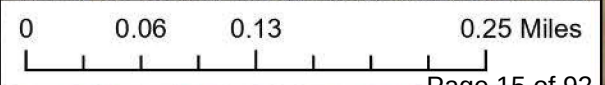


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METI/NASA, US





City of Apopka PLANNING COMMISSION STAFF REPORT

Section: PUBLIC HEARING

Item #: 2.

Meeting Date: November 14, 2023

Department: Community Development

SUBJECT:

1700 W. Keene Road - Rezoning

REQUEST:

Recommend approval of the Change of Zoning from O (Office) to MU-ES-GT (Mixed-Use East Shore-Gateway) for 1700 W. Keene Road

SUMMARY:

Owner(s): M.L. Carter Services, Inc., Trustee of the Carter-Keene Road Land Trust

Applicant(s): Bryan Potts, P.E.

Location: 1700 W. Keene Road

Project: 1700 W. Keene Road Rezoning

Density: N/A

Project Manager: Bobby Howell, AICP

ZONING REPORT:

This chart includes the relationships to adjacent properties.

Direction	Future Land Use	Zoning	Present Use
North	Mixed-Use	PD(Planned Development)	Currently vacant - proposed grocery store with commercial outparcels and multifamily development
East	"County" Industrial	"County" A-1	Orange County Northwest Water Reclamation Facility
South	Mixed-Use	MU-ES-GT (Mixed-Use East Shore-Gateway)	Ascend Oakpointe apartments
West	Industrial	I-L (Light Industrial)	Industrial warehouse buildings

PROJECT SUMMARY:

The subject property is approximately 18.8 acres in size and is located at 1700 W. Keene Road, and is currently vacant. This application is being processed simultaneously with an application to amend the Future Land Use designation from Office to Mixed-Use. The parcel is currently vacant. The applicant is requesting the Rezoning for the potential development of retail, medical office and fast food restaurant uses on the property. Per Land Development Code Table 4.2.2.C, Retail sales and services (with the exception of bank and other financial institution and drug store and pharmacy), and fast food restaurants are not permitted uses in the O (Office) zoning

district, thus the request for the rezoning. The proposed MU-ES-GT zoning district is compatible with the area as property to the south has a zoning designation of MU-ES-GT, and the property to the north, located on the north side of Keene Road has a zoning of PD (Planned Development), which permits MU-ES-GT uses including fast food restaurants.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - Applicant's response: We believe the proposed project serves the goals, objectives and policies of the City.
 - Staff response: Staff has no objection.
2. Is in conflict with any provisions of the LDC;
 - Applicant's response: The proposed Development is not in conflict with the LDC.
 - Staff response: Staff has no objection.
3. Addresses a demonstrated community need;
 - Applicant's response: The project will provide retail and medical office to serve the hospital and local community.
 - Staff response: Staff has no objection.
4. Is required by changed conditions;
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5. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - Applicant's response: The proposed Development fits in with the surrounding development. There is a Publix Plaza to the north, Industrial to the west, Orange County treatment facility to the east and a Lake to the South.
 - Staff response: Staff has no objection.
6. Would result in a logical and orderly development pattern;
 - Applicant's response: The project would fill the last corner of this intersection with Retail/Commercial.
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7. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - Applicant's response: The project will be served with Potable and wastewater, as well as Ocoee-Apopka Road and Keene Road.
 - Staff response: Staff has no objection.
8. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
 - Applicant's response: The Parcel is essentially an infill piece surrounded on all sides by development or roads. It will not negatively impact the environment.
 - Staff response: Staff has no objection.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on September 18, 2023.

PUBLIC HEARING SCHEDULE:

November 14, 2023 – Planning Commission (5:30 P.M.)
December 6, 2023 – City Council (1:30 P.M.), First Reading
December 20, 2023 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:

October 27, 2023 – Apopka Chief
October 24, 2023 – Mailed notices to adjacent property owners; Posters placed on property

FUNDING SOURCE:

Not applicable

RECOMMENDED MOTION:

Development Review Committee (DRC):

Recommends approval of the Change of Zoning from O (Office) to MU-ES-GT (Mixed-Use East Shore-Gateway), finding the proposed change consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

Recommended Motion – Planning Commission:

Find the proposed Change of Zoning from O (Office) to MU-ES-GT (Mixed-Use East Shore-Gateway), consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, recommend approval of the proposed Change of Zoning, based on the findings and facts presented in the staff report and exhibits.

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.

ATTACHMENTS:

1. Rezoning supporting documentation

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM O (OFFICE) TO MU-ES-GT (MIXED-USE EAST SHORE-GATEWAY), FOR CERTAIN REAL PROPERTY LOCATED AT 1700 WEST KEENE ROAD; OWNED BY M.L. CARTER SERVICES, INC., TRUSTEE OF THE CARTER-KEENE ROAD LAND TRUST COMPRISING 18.8 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Bryan Potts, P.E. has requested a change in zoning on said property as identified in Section I of this ordinance; and

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida. The applicant shall obtain all approvals as required, if any, per the Orange County Charter and the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section VI. That this Ordinance shall take effect upon the date of adoption.

ORDINANCE NO. 3035

PAGE 2

49
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52

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
____ day of _____, 2023.

READ FIRST TIME: December 6, 2023

READ SECOND TIME AND
ADOPTED:

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

Cliff Sheppard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 27, 2023
November 10, 2023

EXHIBIT "A"

Parcel Identification Number(s): 29-21-28-0000-00-003

Location Map





W Keene Rd

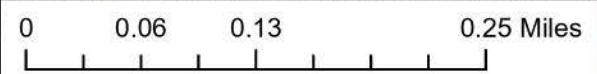
Ocoee Apopka Rd

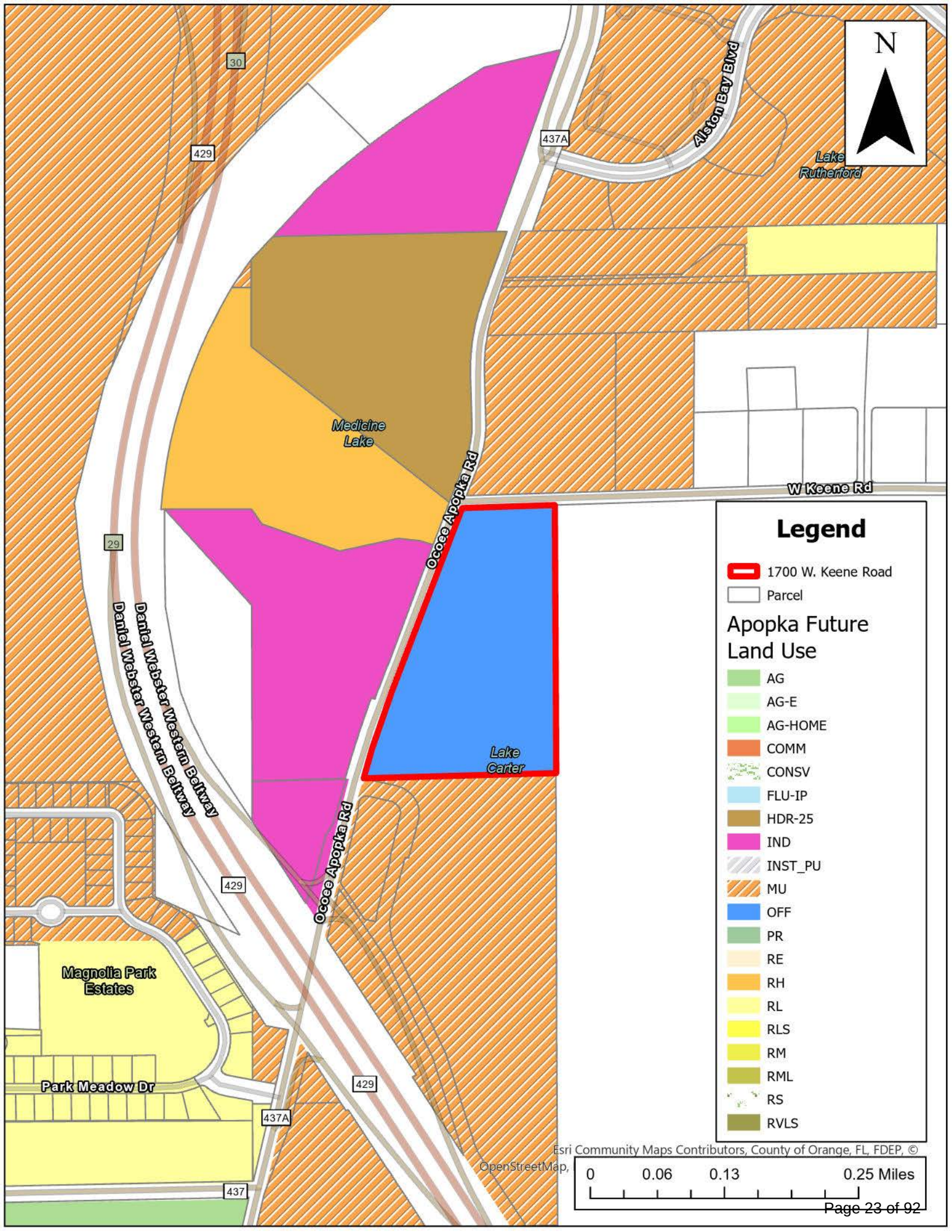
Medicine Lake

Lake Carter

Legend

 1700 W. Keene Road





Legend

1700 W. Keene Road

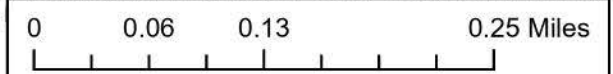
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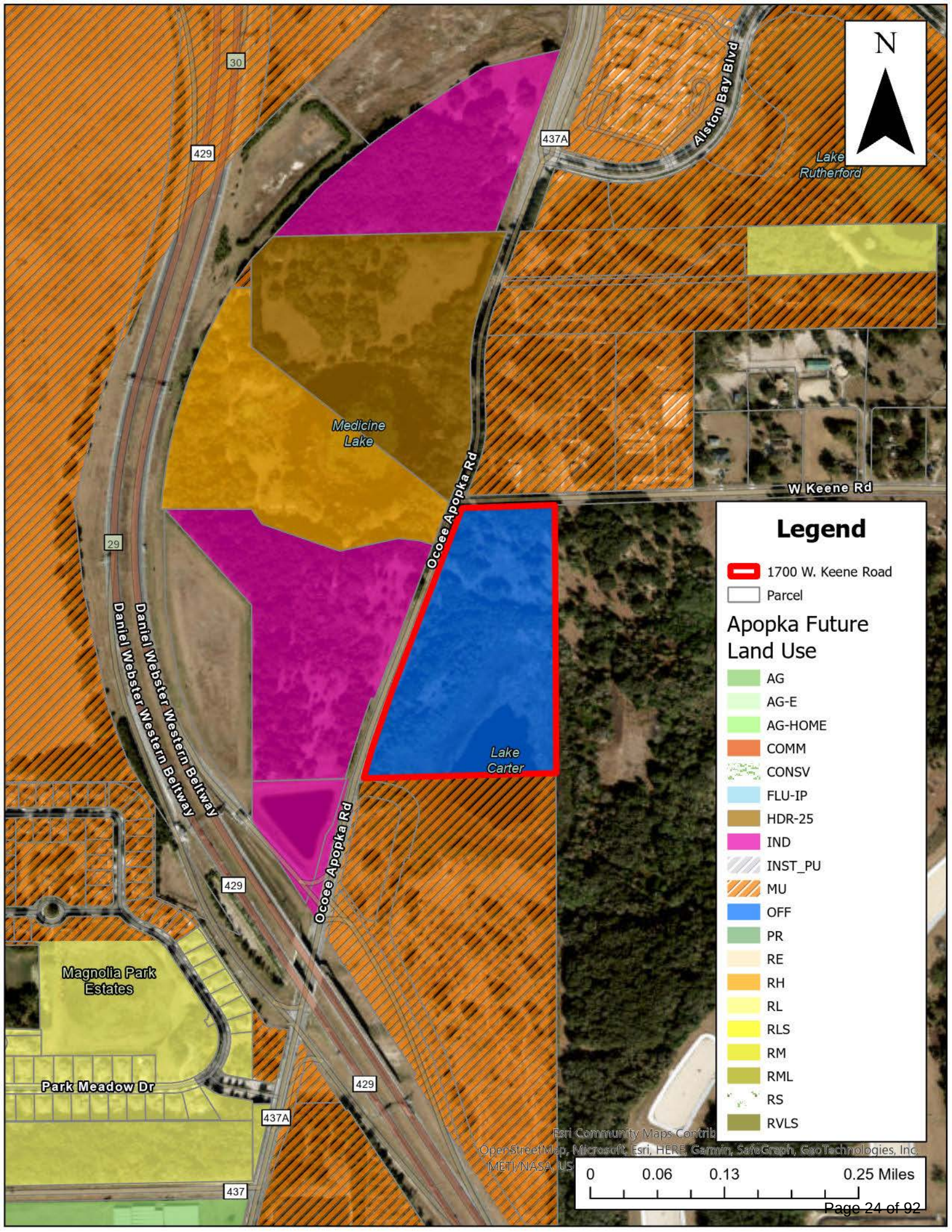
Apopka Future Land Use

- AG
- AG-E
- AG-HOME
- COMM
- CONSV
- FLU-IP
- HDR-25
- IND
- INST_PU
- MU
- OFF
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- RE
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- RL
- RLS
- RM
- RML
- RS
- RVLS

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OpenStreetMap,





Lake Rutherford

W Keene Rd

Legend

 1700 W. Keene Road

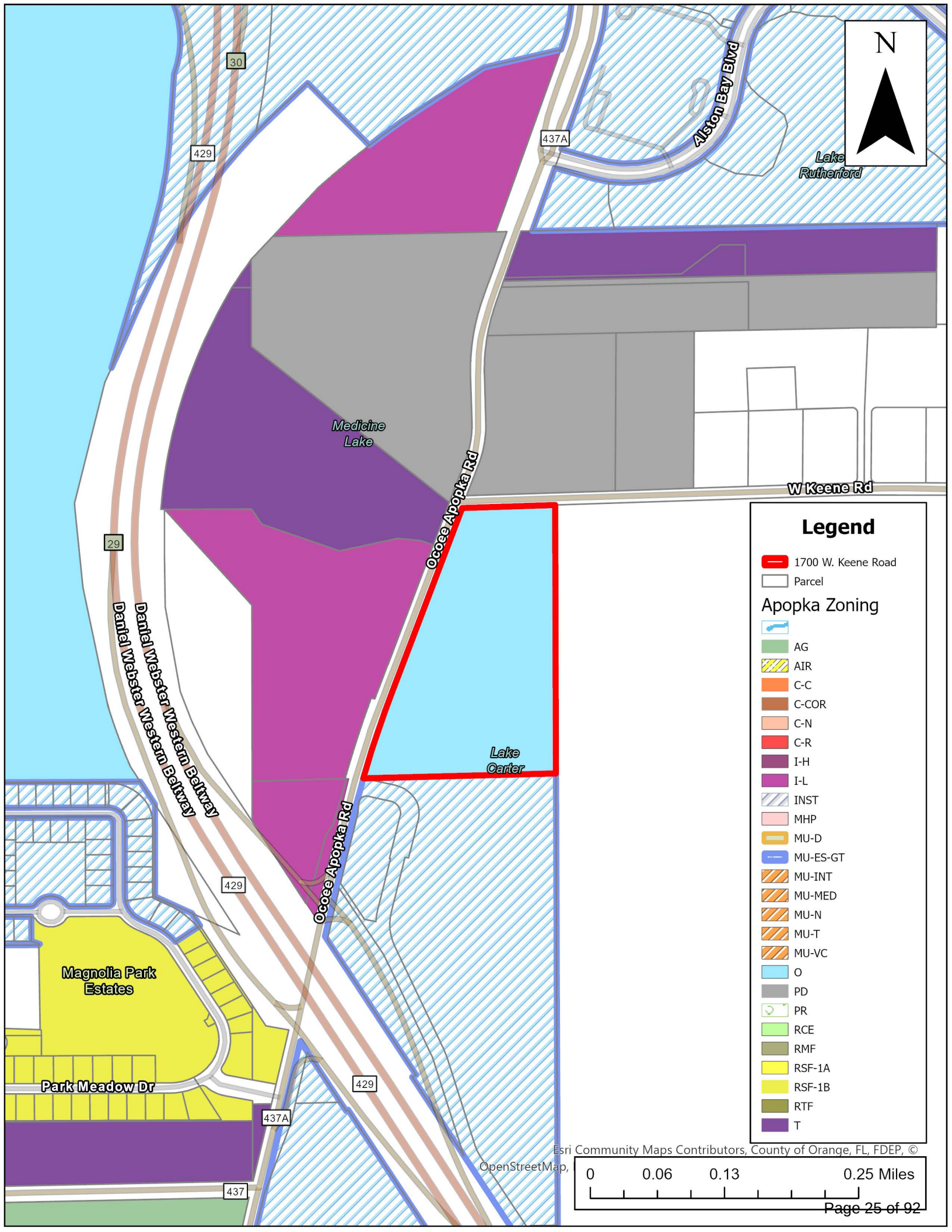
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Apopka Future Land Use

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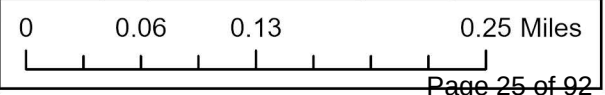
Lake Rutherford

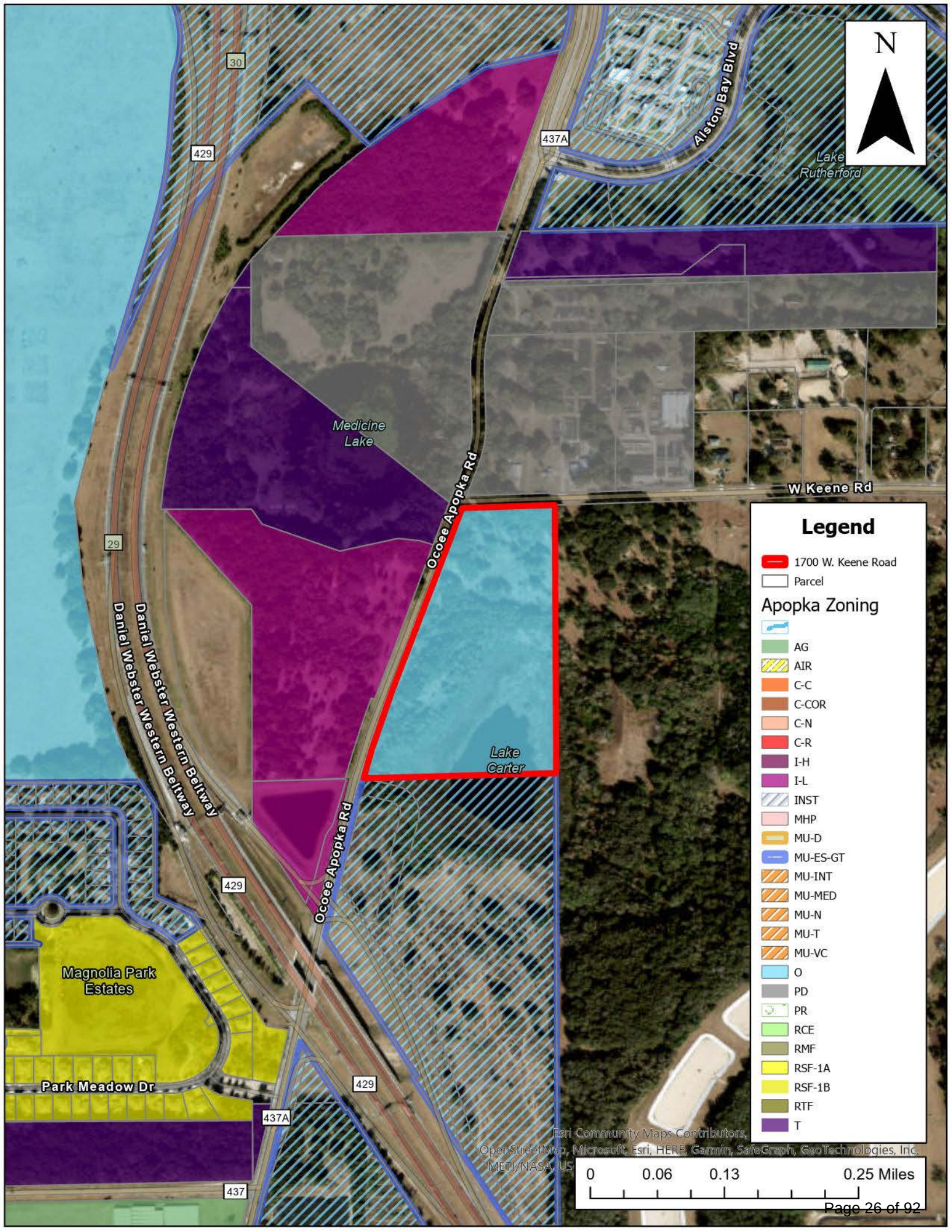
W Keene Rd

Legend

- 1700 W. Keene Road
- Parcel
- Apopka Zoning**
 - AG
 - AIR
 - C-C
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Lake Rutherford

W Keene Rd

Legend

1700 W. Keene Road

Parcel

Apopka Zoning



AG



AIR



C-C



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MU-ES-GT



MU-INT



MU-MED



MU-N



MU-T



MU-VC



O



PD



PR



RCE



RMF



RSF-1A



RSF-1B

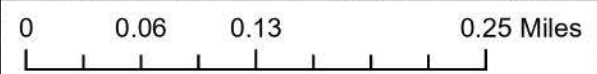


RTF



T

Esri Community Maps Contributors,
OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc.
METI/NASA, US





City of Apopka PLANNING COMMISSION STAFF REPORT

Section: PUBLIC HEARING

Item #: 3.

Meeting Date: November 14, 2023

Department: Community Development

SUBJECT:

Ordinance Number 3032 - Small-Scale Future Land Use Amendment – SNP Properties

REQUEST:

Recommend approval of the Future Land Use Map Amendment from Rural Settlement to Mixed Use for SNP Properties.

SUMMARY:

Owner(s): SNP Properties, LLC

Applicant(s): Denny Shiver

Parcel Identification Number(s): 07-20-28-0000-00-030 and 07-20-28-0000-00-070

Location: Southeast corner of Plymouth Sorrento Road and Dowman Drive

Existing Future Land Use: Rural Settlement (one dwelling unit per acre)

Proposed Future Land Use: Mixed Use (five dwelling units per acre and 0.5 floor area ratio)

Zoning District: T (Transitional)

Existing Use(s): Single-family residence and agricultural uses

Tract Size: 5 +/- Acres

PROJECT SUMMARY:

The parcels are located on the southeast corner of Plymouth Sorrento Road and Dowman Drive within the Wekiva Parkway Interchange Vision Plan Area. The City's Comprehensive Plan, Future Land Use Element Policy 20.9 and the Kelly Park Interchange (KPI) Form-Based Code require the subject property to have a Mixed-Use future land use designation. Because the subject parcels are located within the Wekiva Parkway Interchange Vision Plan Area and the one-mile radius of the intersection of SR 429 and Kelly Park Road, it is required to adhere to the KPI Form-Based Code. Therefore, the property must comply with Objectives 18 – 20 and related policies within the Future Land Use Element of the Comprehensive Plan and the KPI Form-Based Code. The applicant's request is consistent with the Mixed-Use future land use designation and the Overlay District covering the property within the Vision Plan.

Per Land Development Code (LDC) Section 2.5.1.D, in determining whether to adopt or deny a proposed Comprehensive Plan or Map and the zoning map amendment, the Council shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - I. Applicant Response: Yes
 - II. Staff Response: Based on the Kelly Park Interchange - Form-Based Code Regulating Plan, these properties are within the form-based Code area.
2. Is not in conflict with any provisions of the LDC;
 - i. Applicant Response: Yes

- ii. Staff Response: No objection.
- 3. Addresses a demonstrated community need;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 4. Is required by changed conditions;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 5. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 6. Would result in a logical and orderly development pattern;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 7. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 8. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities)
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on June 19, 2023.

PUBLIC HEARING SCHEDULE:

November 14, 2023 – Planning Commission (5:30 P.M.)
 December 6, 2023 – City Council (5:30 P.M.), First Reading
 January 3, 2023 – City Council (1:30 P.M.), Second Reading and Adoption

DULY ADVERTISED:

October 6, 2023 – Apopka Chief
 October 25, 2023 – Placards posted on property; mailed notices to adjacent property owners

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

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of the change in future land use designation from Rural Settlement to Mixed Use and finds the proposed amendment compatible with the character of the surrounding areas, recommending approval of the future land use amendment, subject to the findings and facts presented in the staff report and exhibits.

Recommended Motion – Planning Commission:

Find the proposed change in future land use designation from Rural Settlement to Mixed Use compatible with the character of the surrounding areas, recommending approval of the future land use amendment, subject to the findings and facts presented in the staff report and exhibits.

ATTACHMENTS:

1. SNP Properties - Land Use Report
2. Maps
3. Ordinance Number 3032



City of Apopka

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES

Direction	Future Land Use	Zoning	Present Use
North	County Rural	County A-1 (Citrus Rural)	Single-family residences
East	County Rural	County A-1	Single-family residences
South	County Rural	T (Transitional)	Single-family residences
West	Mixed-Use	KPI-MU (Kelly Park Interchange – Mixed-Use)	Windrose Residential Subdivision

II. LAND USE ANALYSIS

The subject properties are in the western portion of the Joint Planning Area. Single-family residences are located to the north, east, west, and south. Development must comply with the Mixed-Use future land use designation and be consistent with the Comprehensive Plan policies and Development Design Guidelines and Kelly Park Interchange – Form-Based Code of the Land Development Code. The properties are approximately five acres in size. The parcel is not located in the following areas:

Wekiva Parkway Interchange Vision Plan Area: Yes

Wekiva River Protection Area: No

Area of Critical State Concern: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The proposed FLUM Amendment request for a change from Rural Settlement to Mixed Use is consistent with the terms of the JPA.

City of Apopka Comprehensive Plan Policies

Future Land Use Element:

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 to serve the residential and non-residential needs of special areas of the City. 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. The intensity of development within the mixed-use land use categories will vary depending on location and surrounding uses. Transit-oriented design elements shall be encouraged to promote multiple modes of transportation in the mixed use categories.

The Land Development Code will establish zoning districts and/or zoning overlay areas with standards that define the appropriate location for various intensities/densities. The following maximum gross

intensity/density standards shall not be exceeded.

In order to encourage innovative land use techniques, creative urban design, environmental protection and the use of sustainable development principles and practices, designation of new mixed-use categories on the FLUM shall only be allowed for land located within the following areas:

1. Areas within the Expressway, Plymouth, West, and Northwest small area plans as shown on their respective master plans;
2. The CRA Overlay District depicted on the adopted FLUM;
3. Land anticipated for inclusion within the Wekiva Parkway Interchange Land Use Plan to be adopted by December 2010; and
4. Areas that have been subject to a Small Area Study.

Transportation Element:

Policies 1.1 and 1.2 state that the City of Apopka is a Transportation Concurrency Exception Area. The properties currently have access on Plymouth Sorrento Road.

Infrastructure Element:

Policies 1.1.1, 2.1.1 and 5.1.2 state the minimum levels of service for the City's wastewater and water systems as well as the City's solid waste collection service. The property has access to City water and wastewater.

Conservation Element:

Policy 4.1 states that a habitat study is required for developments ten (10) acres or more in size. As these properties total to over ten acres in size, a habitat study will be required for development.

Land Use Calculations:

CURRENT: Rural Settlement (1 dwelling unit per acre)
 $1 \times 5 \text{ acres} = 5 \text{ residential units}$

PROPOSED: Mixed-Use (5 dwelling units per acre and 0.5 floor area ratio)
 $5 \text{ du/acre} \times 5 \text{ acres} = 25 \text{ residential units}$
 $0.5 \times 217,800 \text{ square feet} = 10,890 \text{ square feet of non-residential uses}$

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Vicinity

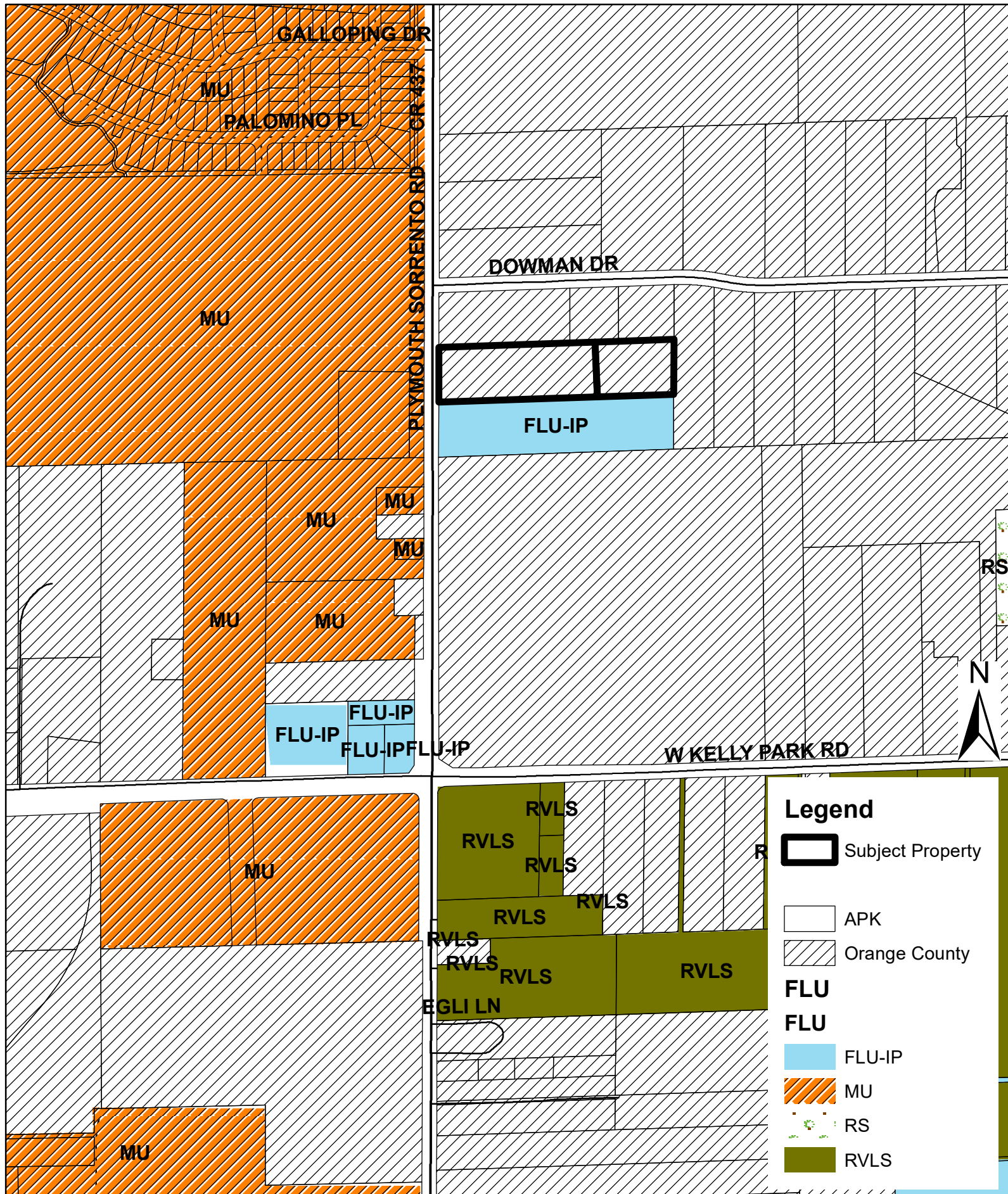


(THIS MAP IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)

Aerial

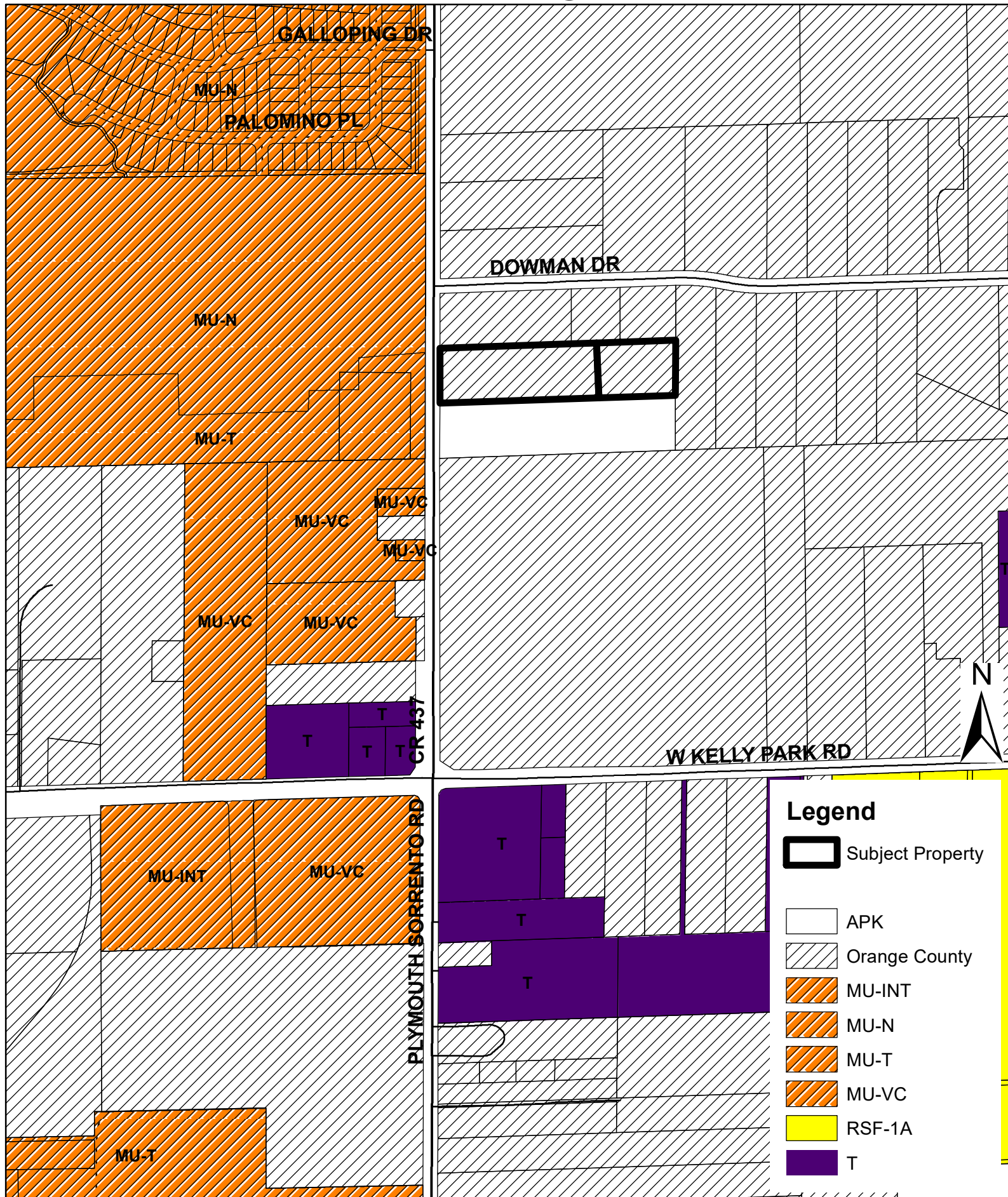


Future Land Use



(THIS MAP IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)

Zoning



(THIS MAP IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)

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WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 3019 on September 20, 2023; and

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section II. Future Land Use Element. Page 1-32 (Map 1-6) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 3019 is amended in its entirety to change the land use from Rural Settlement (one dwelling unit per acre) to Mixed-Use (5 dwelling units per acre and 0.5 floor area ratio) for certain real property generally located southeast corner of Plymouth Sorrento Road and Dowman Drive, comprising 5 acres more or less; as further described in Exhibit “A” attached hereto.

Section IV. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section VI. Effective Date. This Ordinance shall become effective thirty-one (31) days

ORDINANCE NO. 3032

PAGE 2

1 after adoption. If challenged within thirty (30) days after adoption, the Ordinance shall become
2 effective after the state land planning agency or the Administration Commission, respectively,
3 issues a final order determining that the adopted small-scale development amendment is in
4 compliance.

5
6 ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
7 _____ day of _____, 2023.

READ FIRST TIME: November 15, 2023

READ SECOND TIME AND
ADOPTED: January 3, 2024

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

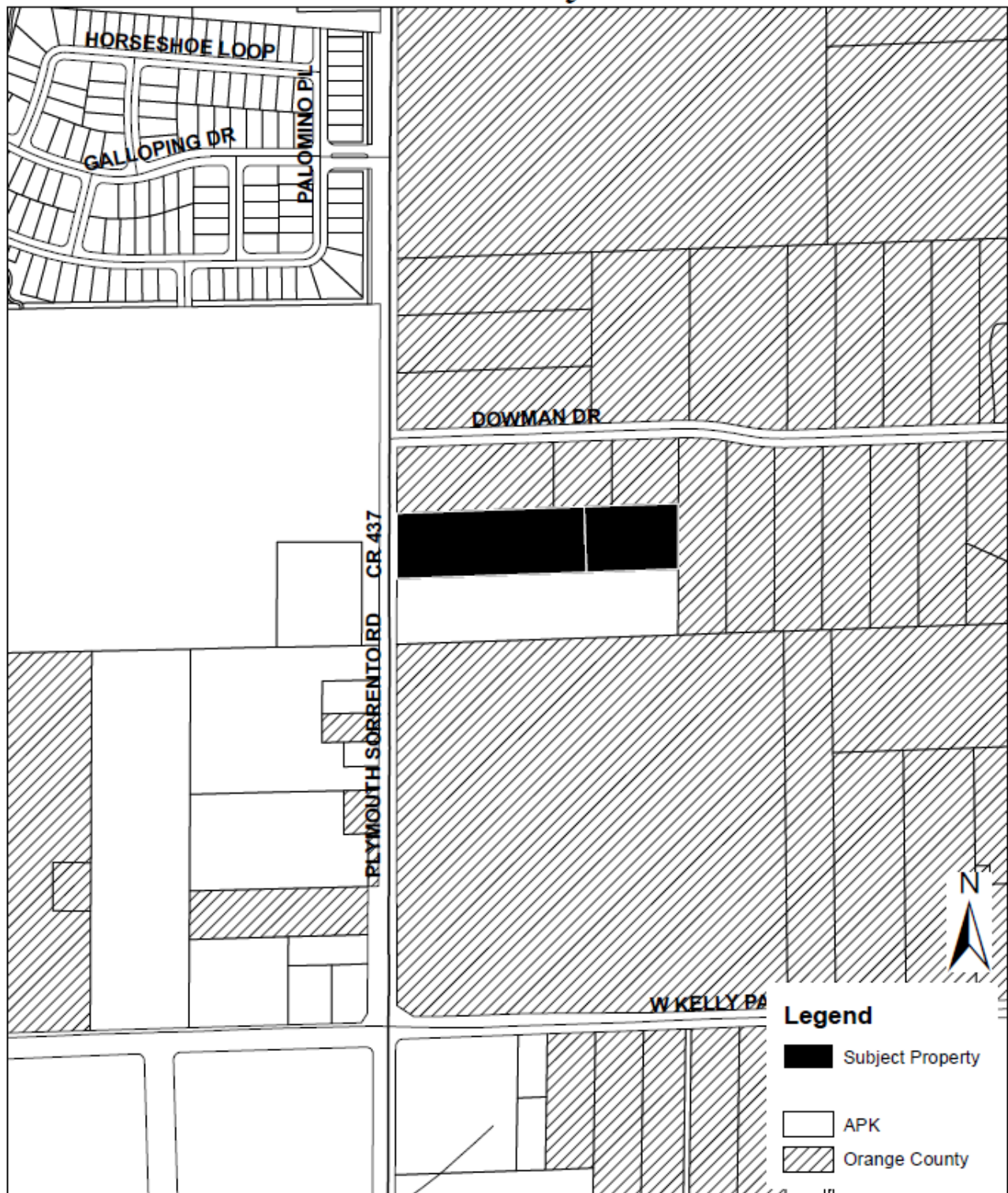
Approved as to form and legal sufficiency:

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 6, 2023

EXHIBIT "A"

Parcel Identification Number(s): 07-20-28-0000-00-030 and 07-20-28-0000-00-070





City of Apopka PLANNING COMMISSION STAFF REPORT

Section: PUBLIC HEARING

Item #: 4.

Meeting Date: November 14, 2023

Department: Community Development

SUBJECT:

Ordinance Number 3038 - PD (Planned Development) Rezoning and Master Plan - Plymouth Sorrento Apartments

REQUEST:

Recommend approval of Change of Zoning from T (Transitional) and C-C (Community Commercial) to PD (Planned Development) and its accompanying Master Plan.

SUMMARY:

Owner(s): Peggy G Charlton Living Trust 1/2 Int, Gary D Charlton Living Trust 1/2 Int, and Gary D Charlton Living Trust

Applicant(s): Appian Engineering, LLC c/o Luke Classon, P.E.

Location: 750 and 922 Plymouth Sorrento Road

Project: 242 multifamily units; 13.04 acres

Density: 18.56 dwelling units per acre

Project Manager: Jean Sanchez

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	Commercial and County Rural	C-N (Neighborhood Commercial) and County A-1 (Citrus Rural)	Single Family Residence and Vacant (Floridian Town Center Parcel)
East	Residential Low	RTF (Residential Two-Family)	Single Family Residence and Plymouth Landing Residential Subdivision
South	Industrial and County Commercial	I-L (Light Industrial, County C-2 (General Commercial District and County PD (Planned Development)	Automobile Service Station and Repair Facility
West	Commercial and Mixed Use	MU-ES-GT (Mixed-Use – East Shore – Gateway)	SR 429 and Retention Pond

PROJECT SUMMARY:

The Plymouth Sorrento Apartments PD (Planned Development) is a consolidation of two parcels, totaling approximately 13.04 acres. The properties have current zoning designations of T (Transitional) and C-C (Community Commercial) have a future land use designation of HDR-25 (High Density Residential), permitting up to 25 dwelling units per acre. The future land use designation was adopted based on the ongoing development trends and market demands for multi-family development. The Plymouth Sorrento Apartments PD is located west of Plymouth Sorrento road, north of U.S. 441 and east of SR 429.

The PD proposes to construct 242 multifamily units with a density of 18.55 dwelling units per acre. The applicant has worked with staff to design the site to locate the buildings and amenity/recreation/open space areas to ensure its compatibility with existing adjacent uses. This proposed multifamily development serves as a transition from the commercially intensive uses along U.S. 441 and adjacent to SR 429 to the existing single-family uses east of Plymouth Sorrento Road. Proposed ingress and egress for the project are located on Plymouth Sorrento Road and on the southwestern portion of the proposed development, on the intersection of Orange Avenue and U.S. 441. Applicant has been coordinating with Florida Department of Transportation and Central Florida Expressway Authority in reference to designing the access on the Orange Avenue/U.S. 441 intersection.

The applicant also proposes enhanced landscaping, building buffer of approximately 100 feet and a decorative fence from Plymouth Sorrento Road. A dedication of a 30-foot wide right-of-way to the public is also provided along the project frontage on Plymouth Sorrento Road. The amenity package includes a pool, deck, clubroom, recreation lawn, fitness center, pet spa and outdoor grills in the centralized open space/amenity area. Additional amenities of a dog park, as well as, a six-foot wide recreation trail surrounding the stormwater pond with benches and other amenity equipment are also proposed by the applicant.

Per Section 3.7.F.2 of the Land Development Code, the applicant is required to enter into a Planned Development Agreement. This agreement addresses how public facilities will be provided to the development, maintenance of amenities, provisions related to environmental protection, identification of community benefits and permitted uses.

Based on the review of the proposed Master Plan and PD Agreement, Staff has the following findings of the proposed change of zoning in accordance with LDC Section 2.5.1.D.3:

- a. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
- b. Is in conflict with any provisions of the LDC;
- c. Addresses a demonstrated community need;
- d. Is required by changed conditions;
- e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
- f. Would result in a logical and orderly development pattern;
- g. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment;
- h. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).

COMPREHENSIVE PLAN COMPLIANCE:

The proposed use of the property, as depicted on the Master Plan, is consistent with the HDR-25 Land Use designation, established on the subject properties on October 4, 2023 and detailed within the Future Land Use Element of the Comprehensive Plan.

SCHOOL CAPACITY REPORT:

Orange County Public Schools (OCPS) has indicated that capacity for the proposed development is not available at the elementary, middle and high school levels. Capacity for this development is deficient by 34.968, 16.120 and 19.840 seats at the elementary, middle and high school level, respectively. The project, based on its location, is served by Wolf Lake Elementary, Wolf Lake Middle, and Apopka High School.

ORANGE COUNTY NOTIFICATION:

Pursuant to Section 7 of the Joint Planning Area agreement, Orange County was notified of the Comprehensive Plan Amendment on April 10, 2023 and Change of Zoning on October 20, 2023.

PUBLIC HEARING SCHEDULE:

November 14, 2023 – Planning Commission (5:30 P.M.)
December 6, 2023 – City Council (1:30 P.M.) – 1st Reading
January 3, 2023 – City Council (1:30 P.M.) – 2nd Reading/Adoption

DULY ADVERTISED:

October 26, 2023 – Placards posted on property
October 27, 2023 – Apopka Chief and mailed notices to adjacent property owners
November 10, 2023 – Apopka Chief

FUNDING SOURCE:

Not applicable

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of the proposed Plymouth Sorrento Apartments – Change of Zoning, from T (Transitional) and C-C- to PD (Planned Development), and its accompanying Master Plan, finding it consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas.

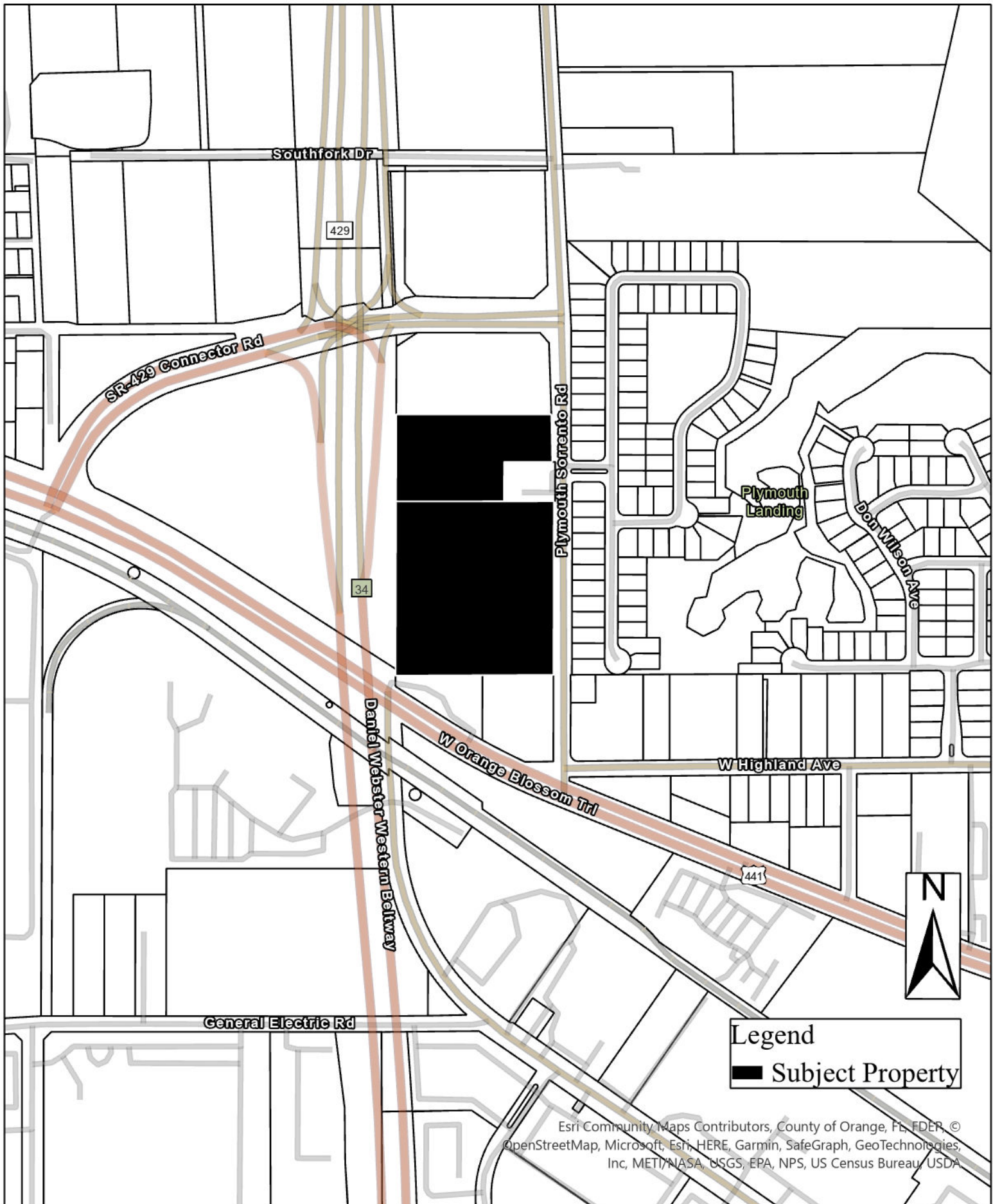
Recommended Motion - Planning Commission:

Find the proposed Plymouth Sorrento Apartments – Change of Zoning, from T (Transitional) and C-C- to PD (Planned Development), and its accompanying Master Plan consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

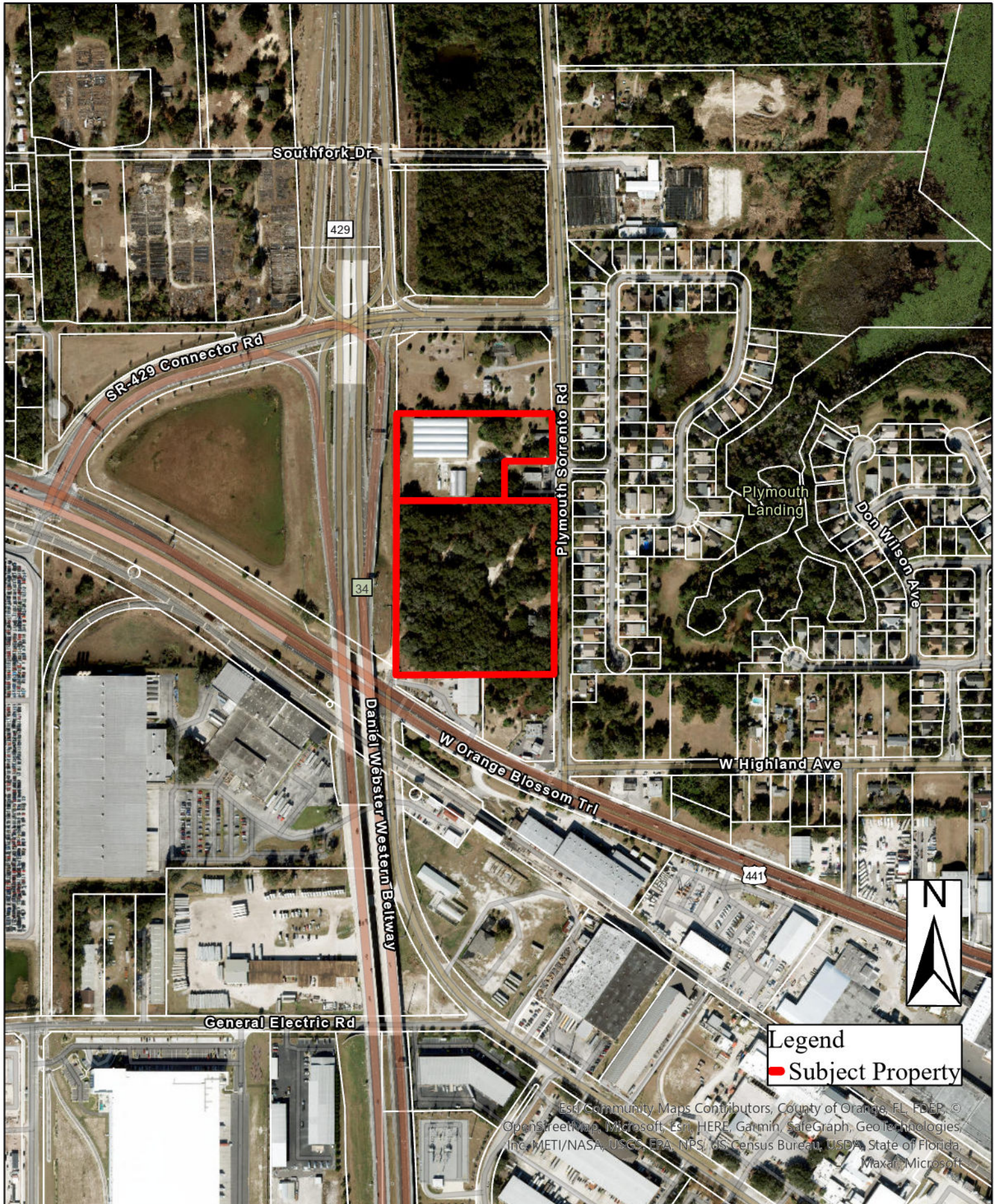
ATTACHMENTS:

- 1. Maps
- 2. Plymouth Sorrento Apartments PD - Master Plan
- 3. Plymouth Sorrento Apartments PD - DA
- 4. Ordinance Number 3038

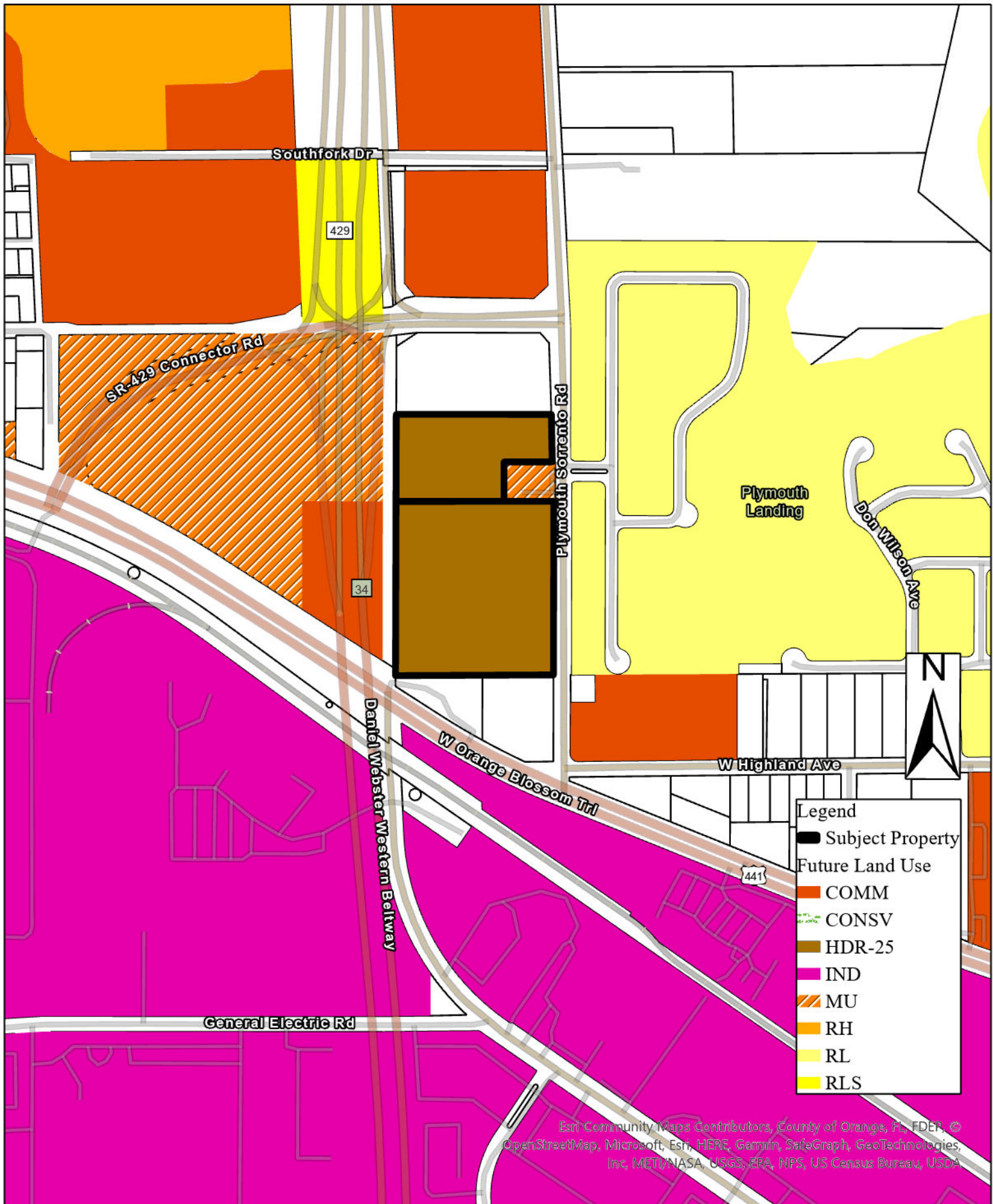
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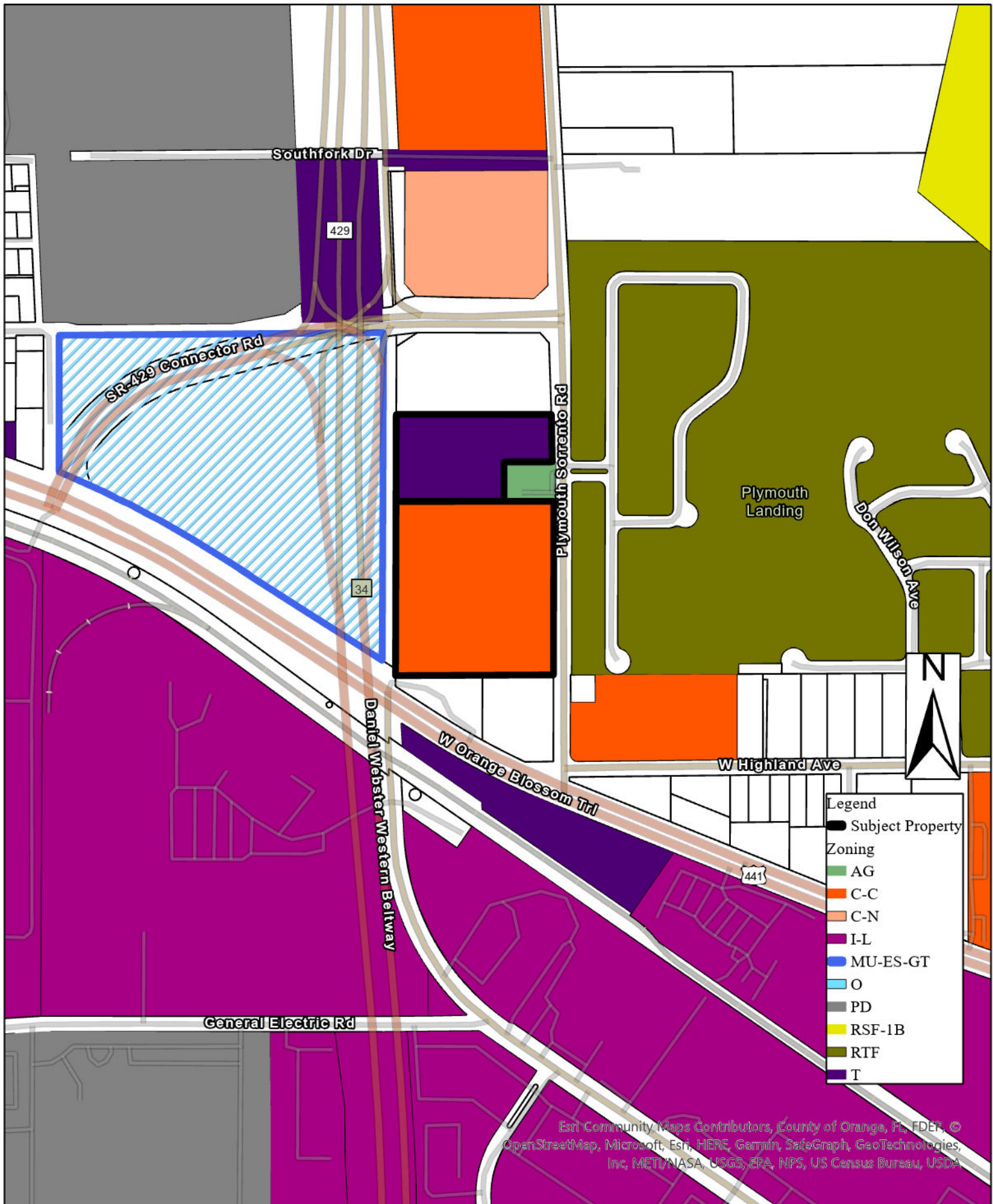
Zoning



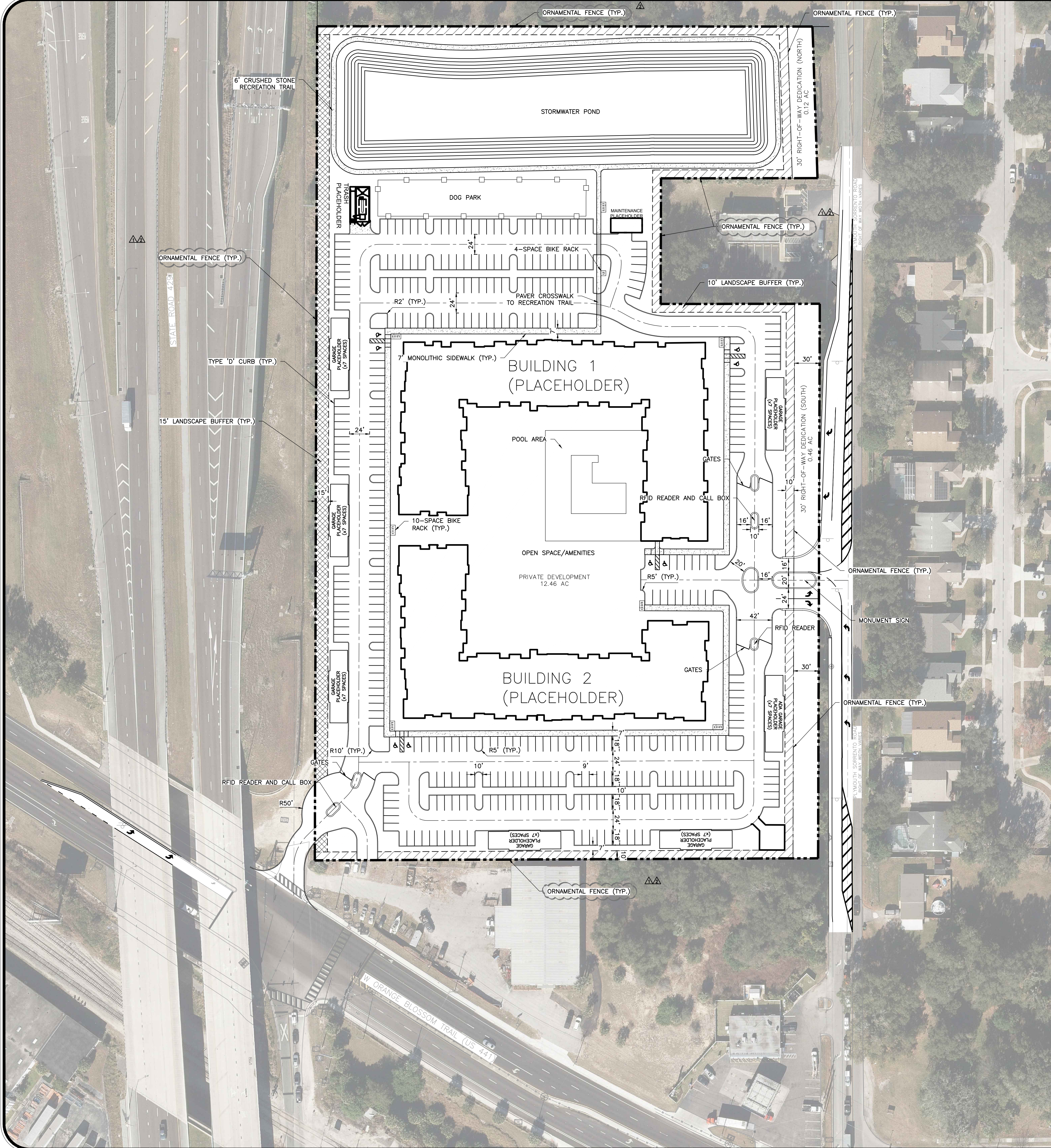
Future Land Use



Zoning



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 OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies,
 Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA



- LEGEND**
- PROPERTY BOUNDARY
 - 10' LANDSCAPE BUFFER
 - 15' LANDSCAPE BUFFER

SITE DATA:

- OCPA - PARCEL ID #: 06-21-28-7172-08-040, 06-21-28-7172-08-050
- PROPERTY ADDRESS: 750 & 922 PLYMOUTH SORRENTO ROAD APOKA, FLORIDA 34712
- TOTAL PROPERTY AREA: 13.04 AC
- RIGHT-OF-WAY DEDICATION: 0.58 AC
- DEVELOPABLE AREA: 12.46 AC
- FEMA FIRM MAP FLOOD ZONE: X
FIRM PANEL #1209SC01001 DATED SEPTEMBER, 24, 2021
- EXISTING FUTURE LAND USE: AG, COMM
- PROPOSED FUTURE LAND USE: HDR-25
- ADJACENT FUTURE LAND USE:
NORTH R (COUNTY)
SOUTH C (COUNTY), PD (COUNTY)
EAST RL (COUNTY)
WEST COMM (CITY), MU (CITY)
- EXISTING ZONING: T, C-C
- PROPOSED ZONING: PD
- ADJACENT ZONING:
NORTH A-1 (COUNTY)
SOUTH RSTD CD-2 (COUNTY), PD (COUNTY)
EAST RTF (CITY)
WEST MU-ES-GT (CITY)
- DEVELOPMENT PROGRAM: 242 UNITS
- ALLOWED DENSITY (HDR-25): 25.00 DU/AC
- PROPOSED DENSITY: 18.56 DU/AC
- MAXIMUM BUILDING HEIGHT*: 49 ft.

*BUILDING HEIGHT IS MEASURED AS THE VERTICAL DISTANCE FROM FINISHED GRADE TO THE MEAN HEIGHT LEVEL BETWEEN THE EAVES PER THE CITY OF APOKA LAND DEVELOPMENT CODE SECTION 10.2.1.

- MINIMUM LIVING AREA:
1 BEDROOM 690 SF
2 BEDROOM 1,110 SF
3 BEDROOM 1,400 SF

- PARKING SPACES REQUIRED: 533 SPACES

PER SECTION 5.1.6. OF THE CITY OF APOKA 2019 LAND DEVELOPMENT CODE.
(242 DWELLING UNITS x 2 RESIDENT SPACES PER UNIT = 484 SPACES)
(484 RESIDENT SPACES x 0.1 VISITOR SPACE PER RESIDENT SPACE = 49 SPACES)

- PARKING SPACES PROPOSED:
9' X 18' STANDARD SPACES 367
12' X 18' ADA SPACES 8
GARAGE SPACES 48
TOTAL 424 (1.75 SPACES/DU)**

**REFER TO ALTERNATIVE PARKING ANALYSIS BY TRAFFIC & MOBILITY CONSULTANTS, LLC.

- BICYCLE PARKING REQUIRED:
SHORT TERM (1 PER 20 UNITS) 13 SPACES
LONG TERM (1 PER 4 UNITS) 61 SPACES
TOTAL 74 SPACES

- BICYCLE PARKING PROPOSED:
1x 4-SPACE BIKE RACK 4 SPACES
7x 10-SPACE BIKE RACK 70 SPACES
TOTAL 74 SPACES

- SETBACKS:
FRONT 25 ft. 100 ft***
REAR 25 ft. 100 ft.
SIDE 15 ft. 45 ft.
STRUCTURES**** CORNER 25 ft. N/A

***MINIMUM FRONT SETBACK MEASURED FROM EDGE OF BUILDING TO WESTERN BOUNDARY OF DEDICATED RIGHT-OF-WAY.

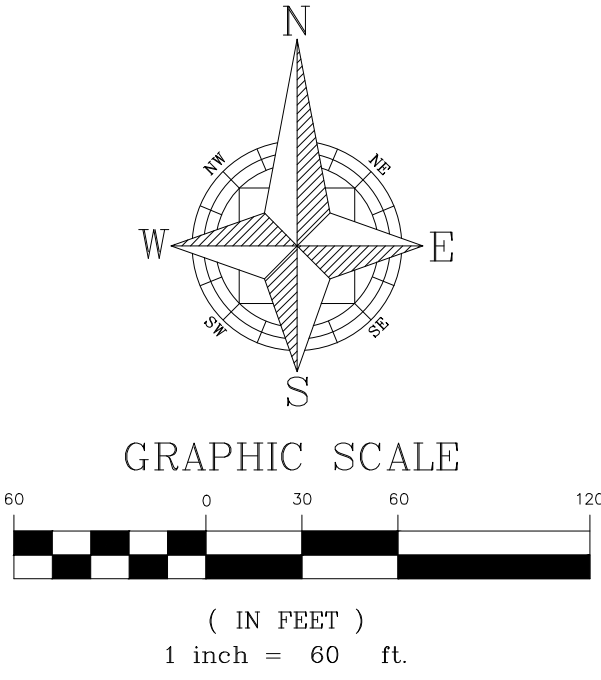
****ACCESSORY STRUCTURES SHALL HAVE A MINIMUM SEPARATION OF 10'.

- OPEN SPACE REQUIRED: 30% (3.91 AC)

- OPEN SPACE PROPOSED:
LANDSCAPE BUFFERS: ±0.65 AC
POOL/AMENITY: ±1.40 AC
DOG PARK/TRAIL: ±0.79 AC
STORMWATER POND (75%): ±1.29 AC
TOTAL ±4.13 AC (±43.4%)

- PROPOSED AMENITIES:
ON-SITE LEASING OFFICE
CLUBROOM
RESORT-STYLE SALTWATER POOL
AMENITY DECK
POOL CABANA/PAVILION
RECREATION LAWN
CONFERENCE ROOM
CO-WORKING SPACE
FITNESS CENTER
YOGA LAWN
DOG PARK
PET SPA
OUTDOOR GRILLS
WALKING TRAIL

- GREEN BUILDING STANDARDS:
-ELEVATE NEW AND/OR EXISTING STRUCTURES MORE THAN 3 FEET ABOVE BASE FLOOD ELEVATION 4.00+ pt.



CIVIL ENGINEERING I LAND PLANNING				APPIAN ENGINEERING LLC.				APPIANFL.COM • 407.960.5868				10/18/23				CITY OF APOKA COMMENTS RECEIVED 10/16/2023				AF			
PD MASTER PLAN				PLYMOUTH SORRENTO APARTMENTS				CITY OF APOKA, FLORIDA				10/19/23				CITY OF APOKA COMMENTS RECEIVED 09/05/2023				AF			
SCALE: 1" = 60'				DRAWN: A. FRANCIS				DESIGNED: S. SIERRA-GIL				CHECKED: L. GLASSON				DATE: 10/18/2023				BY: SCS			
PROJECT: OER-001				SHEET: 1 OF 4				NOT FOR CONSTRUCTION				10/19/23											

Jonathan P. Huels
Lowndes
215 N. Eola Drive
Orlando, Florida 32801

PLANNED DEVELOPMENT AGREEMENT

RECITALS:

E. Pursuant to the City's Land Development Code ("**LDC**") Section 3.7.2.F.2, this Agreement is a required component for the establishment of a PD district to, *inter alia*, establish the conditions related to the approval of the PD Plan, the provision of public facilities in the Development, the environmental protection of the Property, the community benefits and amenities

i. Resiliency to Natural Hazards: Elevate structures more than 3 feet above base flood elevation (BFE) (4.0 points based on proposed FFE minimum of 122 feet which is 55.1 feet above BFE which is at elevation 66.9 feet).

- a) reducing in the inflexibility of zoning district standards;
- b) allowing greater flexibility in the form and design of development, pedestrian and traffic circulation, respecting natural features of the land and protecting the environment, and the location and integration of open space and civic space into the development;
- c) allowing more efficient use of land, with smaller networks of streets and utilities;

2. Development Specifications. The Development consists of the following:
 - a) Gross Acreage: 13.04 acres +/-
 - b) Net Developable Acreage (gross acreage less surface waters, wetlands and upland floodplains): 13.04 acres +/-
 - c) Net Residential Density: 18.56 d.u./ac
 - d) Maximum Number of Dwelling Units Allowed: 326
 - e) Total Number of Dwelling Units Proposed: 242
 - f) Phasing: The Development will be developed and constructed concurrently but the individual sections of buildings will be phased for final inspections and certificates

2

Within fifteen (15) days following the written request of Owner or Developer, City shall execute an instrument in recordable form acknowledging that any and all obligations under and pursuant to this Agreement have been fully satisfied and performed, or specifying which, if any, obligations under this Agreement remain unsatisfied or unperformed, and Owner or Developer may record any such instrument in the Public Records of Orange County, Florida.

6

Right of Way:

i. Developer will convey to City a 30-foot strip adjacent to existing right-of-way in conjunction with future expansion of Plymouth Sorrento Road prior to final certificate of occupancy.

b) **Utilities:**

i. Potable water, reclaimed water, and wastewater services shall be provided by the City. Developer shall be responsible for the design and installation of on-site potable water, reclaimed water, and wastewater facilities in compliance with applicable City, State of Florida, and federal regulations. Easements necessary for the construction, installation, and maintenance of the City Owned on-site potable water, reclaimed water, and wastewater facilities shall be granted to the City prior to issuance of final certificate of occupancy.

ii. Electric services shall be provided by Duke Energy. Easements necessary for the construction, installation, and maintenance of the on-site electric facilities shall be granted to the provider prior to issuance of final certificate of occupancy.

iii. Cable television / telecommunications services shall be provided by Charter Communications (aka Spectrum) or Century Link (aka Lumen). Easements necessary for the construction, installation, and maintenance of the onsite cable television / telecommunications facilities shall be granted to the provider prior to issuance of final certificate of occupancy.

iv. Fire protection services shall be provided by the City. Developer shall be responsible for the design and installation of on-site fire protection facilities in compliance with applicable City, State of Florida, and federal regulation. Easements necessary for the construction, installation, and maintenance of the City Owned on-site fire protection facilities shall be granted to the City prior to issuance of final certificate of occupancy.

v. Solid waste / trash collection services shall be provided by the City of Apopka.

c) **Stormwater:**

3

16. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

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- On-site Leasing Office
- Clubroom
- Resort-Style Saltwater Pool
- Amenity Deck
- Pool Cabana/Pavilion
- Recreation Lawn
- Conference Room
- Co-Working Space
- Fitness Center
- Yoga Lawn
- Dog Park
- Pet Spa
- Outdoor Grills
- Walking Trail

a) Improved Architectural Design. The Intended Improvements shall comply with Section 3.2.2 - Multi-family Architecture, City of Apopka Design Guidelines (the “**Design Guidelines**”). Pursuant to the Design Guidelines, the buildings shall have a recognizable top including roof overhangs, richly textured materials and/or differently colored materials. All support structures shall be of a similar style, color, design, and materials as used for the

4

18. **Notices.** Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be (i) hand delivered, or (ii) sent by Federal Express or a comparable overnight mail service, or (iii) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (iv) transmitted by e-mail, facsimile or telecopier with a copy of such notice promptly delivered by one of the other approved methods specified herein, to the Parties at their respective addresses set forth below. Any notice delivered as aforesaid shall be deemed to have been given upon actual delivery of said notice at the appropriate address set forth below or upon refusal by the addressee to accept delivery of such notice, and the addressee is expressly permitted to execute and return notices for its respective party. The addressees and addresses for the purpose of this Paragraph 20 may be changed by giving notice of such change in compliance with this Paragraph 20. Unless and until such written notice is delivered, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

If to City: City of Apopka
Attn: City Administrator
120 E. Main Street
Apopka, Florida 32703

If to Owners:	Gary D. Charlton as Trustee for the Gardy D. Charlton Living Trust 1236 Lavanham Court Apopka, FL 32712-3069
	Peggy G. Charlton as Trustee for the Peggy G. Charlton Living Trust 1236 Lavanham Court Apopka, FL 32712-3069

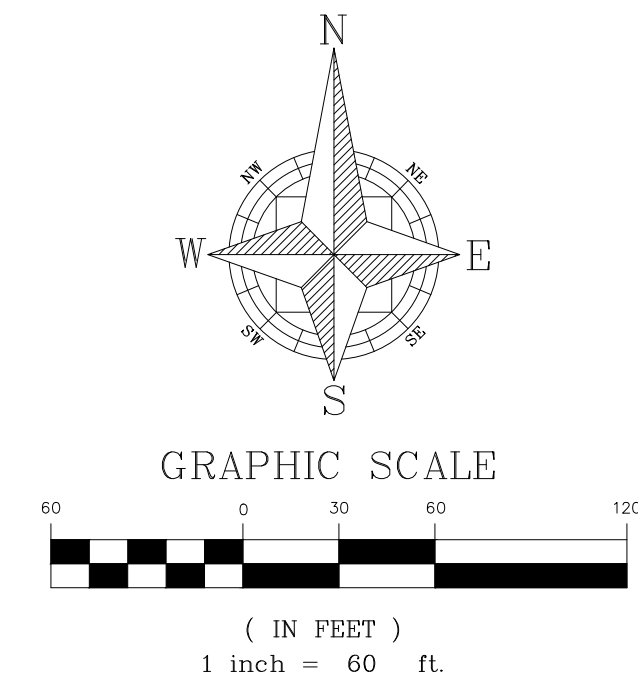
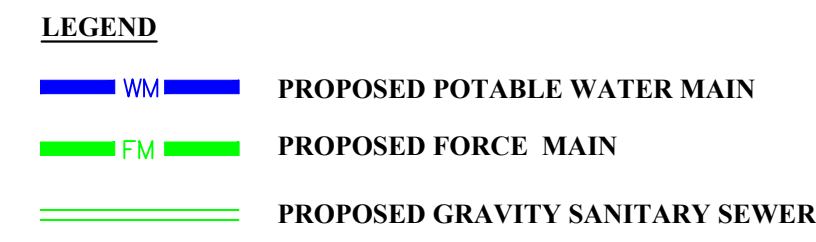
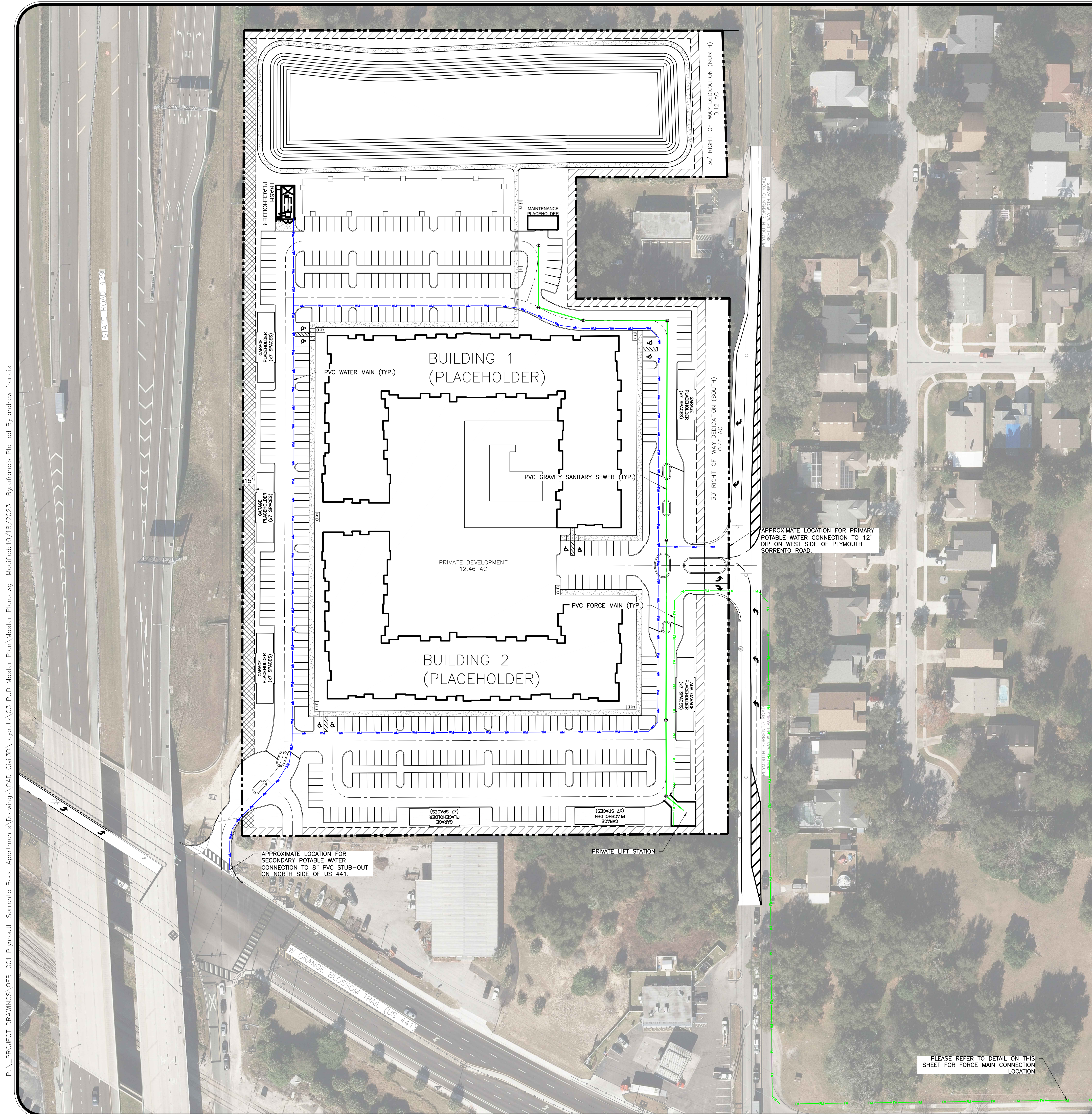
If to Developer: 111 Pursuit LLC
Attn: Erik Halverson
2400 Apopka Blvd.
Apopka, FL 32703

With copy to: Lowndes
Attn: Jonathan P. Hue
215 N. Eola Drive
Orlando Florida 32801

19. Recording in Public Records. A memorandum of this Agreement, executed by both Parties shall be recorded in the Public Records of Orange County, Florida. The City Clerk shall ensure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by the Parties.

8

FOI 10/18/23



		SCALE	1" = 60'	DRAWN: A. FRANCIS	PD MASTER PLAN PRELIMINARY UTILITY LAYOUT	CIVIL ENGINEERING LAND PLANNING APPLAN ENGINEERING LLC.	10/18/23 10/04/23 09/21/23 REV. DATE	CITY OF APOPKA COMMENTS RECEIVED 10/16/2023 ADDITION OF DEVELOPMENT AGREEMENT CITY OF APOPKA COMMENTS RECEIVED 09/05/2023 DESCRIPTION	AF SCS AF BY
		PROJECT	OER-001						
NOT FOR CONSTRUCTION 10/18/23		SHEET	4 OF 4	PLYMOUTH SORRENTO APARTMENTS CITY OF APOPKA, FLORIDA					
		2221 LAW SUITE 21, WINTER PARK, FLORIDA 32789 STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 2014 APPLANENGINEERING.COM • 407.960.5968							

This instrument prepared by and after
recording return to:

Jonathan P. Huels
Lowndes
215 N. Eola Drive
Orlando, Florida 32801

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

PLANNED DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 20__, by and between **Gary D. Charlton as Trustee for the Gardy D. Charlton Living Trust**, whose address is 1236 Lavanham Court, Apopka, FL 32712-3069, and **Peggy G. Charlton as Trustee for the Peggy G. Charlton Living Trust**, whose address is 1236 Lavanham Court, Apopka, FL 32712-3069 (“**Owner**”), **111 Pursuit LLC**, a Florida limited liability company, whose address is 2400 Apopka Blvd., Apopka, FL 32703 (“**Developer**”), and the **CITY OF APOPKA, FLORIDA**, a municipality organized and existing under the laws of the State of Florida, whose address is 120 E. Main Street, Apopka, FL 32703 (“**City**”). Owner, Developer, and the City are sometimes together referred to herein as the “Parties” or separately as a “Party.”

RECITALS:

A. Owner is the fee simple owner of that certain real property more particularly described in **Exhibit “A”** attached hereto and incorporated herein (“**Property**”) (for purposes of this Agreement, the aforesaid Property is also herein referred to as the “**Development**”).

B. Developer is under contract to purchase the Property from Owner for the purpose of developing the Property pursuant to that certain Planned Development / Master Plan for Plymouth Sorrento Apartments (the “**PD Plan**”) prepared by Appian Engineering LLC (the “**Engineer**”), and this Agreement.

C. The Developer desires to develop the Property as a two hundred forty-two (242) unit apartment complex, together with related amenities as more particularly set forth in the PD Plan (“**Intended Improvements**”).

D. State law and the City require that Developer develop the Property in accordance with the City’s Comprehensive Plan (“**Comprehensive Plan**”), its Land Development Code (“**LDC**”), and the terms and conditions of this Agreement.

E. Pursuant to the City’s Land Development Code (“**LDC**”) Section 3.7.2.F.2, this Agreement is a required component for the establishment of a PD district to, *inter alia*, establish the conditions related to the approval of the PD Plan, the provision of public facilities in the Development, the environmental protection of the Property, the community benefits and amenities

in the Development, and all other provisions determined by the City to be relevant and necessary to the development of the Property.

F. The current zoning classification of the Property is Community Commercial and Transitional (T), and the Owner and Developer desire to change the zoning classification of the Property to Planned Development (PD) pursuant to the PD Plan, the LDC and the Comprehensive Plan.

G. The Owner, Developer, and City desire to enter into this Agreement to facilitate development of the Property in accordance with the PD Plan in a mutually agreeable manner, resolve any inconsistencies in applicable provisions of the LDC with the PD Plan, and set forth the agreements and conditions that shall be applicable throughout the Development.

H. The terms and conditions set forth in this Agreement are consistent with and further the goals, objectives, and policies of the Comprehensive Plan, and construction of the Development pursuant to the PD Plan and Standards, and this Agreement will provide the City and its residents with a quality residential development which meets or exceeds the requirements of the LDC, and which will provide recreational / open spaces for resident use, and preserve natural habitat and wetland areas.

I. The Development is approved for development pursuant to the PD Plan, a copy of which is attached hereto as **Exhibit "B"** and is incorporated herein, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

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

2. Development Specifications. The Development consists of the following:

- a) Gross Acreage: 13.04 acres +/-
- b) Net Developable Acreage (gross acreage less surface waters, wetlands and upland floodplains): 13.04 acres +/-
- c) Net Residential Density: 18.56 d.u./ac
- d) Maximum Number of Dwelling Units Allowed: 326
- e) Total Number of Dwelling Units Proposed: 242
- f) Phasing: The Development will be developed and constructed concurrently but the individual sections of buildings will be phased for final inspections and certificates

of Occupancy. The internal site phasing schedule will be defined during the Major Development Plan and Construction Site Plan for the Development.

3. Provision of Public Facilities.:

a) Right of Way:

- i. Developer will convey to City a 30-foot strip adjacent to existing right-of-way in conjunction with future expansion of Plymouth Sorrento Road prior to final certificate of occupancy.

b) Utilities:

- i. Potable water, reclaimed water, and wastewater services shall be provided by the City. Developer shall be responsible for the design and installation of on-site potable water, reclaimed water, and wastewater facilities in compliance with applicable City, State of Florida, and federal regulations. Easements necessary for the construction, installation, and maintenance of the City Owned on-site potable water, reclaimed water, and wastewater facilities shall be granted to the City prior to issuance of final certificate of occupancy.
- ii. Electric services shall be provided by Duke Energy. Easements necessary for the construction, installation, and maintenance of the on-site electric facilities shall be granted to the provider prior to issuance of final certificate of occupancy.
- iii. Cable television / telecommunications services shall be provided by Charter Communications (aka Spectrum) or Century Link (aka Lumen). Easements necessary for the construction, installation, and maintenance of the onsite cable television / telecommunications facilities shall be granted to the provider prior to issuance of final certificate of occupancy.
- iv. Fire protection services shall be provided by the City. Developer shall be responsible for the design and installation of on-site fire protection facilities in compliance with applicable City, State of Florida, and federal regulation. Easements necessary for the construction, installation, and maintenance of the City Owned on-site fire protection facilities shall be granted to the City prior to issuance of final certificate of occupancy.
- v. Solid waste / trash collection services shall be provided by the City of Apopka.

c) Stormwater:

- i. Stormwater for the proposed development is proposed to utilize a traditional excavated stormwater management facility.

4. Community Benefits and Amenities.

a) Open Space Set Aside Area Requirements. Pursuant to LDC Section 5.4, Table 5.4.4, Required Open Space Set Aside Area is 30% of Net Developable Acreage for residential PD Districts. Based upon a Net Developable Acreage of 13.04 acres, the Required Open Space Set Aside Area for the Development is 3.91 acres. The PD Plan contemplates a total Open Space Set Aside Area of 4.13 acres, which is 32% of Net Developable Acreage in the Development, exceeding the Open Space Set Aside requirements of the LDC.

b) Active Recreation Area Requirements. Pursuant to LDC Section 5.4, Table 5.4.5, Active Recreation Area is included within the Open Space Set Aside Area. The PD Plan contemplates a total Active Recreation Area of 2.19 acres, which is 53% of the required Open Space Set Aside Area.

c) Amenities. The following amenities will be provided within the Development:

- On-site Leasing Office
- Clubroom
- Resort-Style Saltwater Pool
- Amenity Deck
- Pool Cabana/Pavilion
- Recreation Lawn
- Conference Room
- Co-Working Space
- Fitness Center
- Yoga Lawn
- Dog Park
- Pet Spa
- Outdoor Grills
- Walking Trail

5. Development of Subject Property. Except as otherwise set forth herein as the responsibility of the City, Developer shall design, permit and construct, at its own cost and expense, all Intended Improvements related to the Development. If applicable, the City and Developer shall enter into an Improvement Agreement consistent with the provisions set forth in Section 5.15, LDC, prior to commencement of construction of the Development.

a) Improved Architectural Design. The Intended Improvements shall comply Section 3.2.2 - Multi-family Architecture, City of Apopka Design Guidelines (the “**Design Guidelines**”). Pursuant to the Design Guidelines, the buildings shall have a recognizable top including roof overhangs, richly textured materials and/or differently colored materials. All support structures shall be of a similar style, color, design, and materials as used for the

principal structure. Mechanical equipment on the ground shall have associated landscape screening.

b) Green Building. The Development shall comply with Section 5.11, LDC, and incorporate at least four (4) points from the options set forth in Table 5.11.4.B, LDC. Subject to final design requirements, the Property will be developed utilizing the following Green Building Standards:

- i. Resiliency to Natural Hazards: Elevate structures more than 3 feet above base flood elevation (BFE) (4.0 points based on proposed FFE minimum of 122 feet which is 55.1 feet above BFE which is at elevation 66.9 feet).

Notwithstanding the foregoing, Developer shall be permitted to use alternative Green Building Standards or additional Green Building Standards to comply with Section 5.11, LDC, which may be addressed during the Construction Plan approval process.

c) Construction Plans. The Intended Improvements shall be constructed in accordance with the construction plans approved by City through its standard plans review process.

d) Impact Fees. At the time of issuance of any building permits for the Development, Developer shall pay all applicable impact fees in amounts which are in effect at the time of building permit issuance.

6. Consistency with Comprehensive Plan. City hereby finds that this Agreement is consistent with the Comprehensive Plan and other City governing documents, including but not limited to the LDC, and is a legislative act of the City Council. City further finds that this Agreement promotes the public health, safety, and welfare, and is consistent with, and a proper exercise of, City's powers under the Municipal Home Rule Powers Act, as provided in Section 2(b), Article VIII of the Florida Constitution, Chapter 166.021, Florida Statutes, and City's police powers.

7. Justifications for Residential Development Standards. The purpose of the Planned Development district, per Section 3.7.2.A, LDC, is to encourage innovative, integrated, and efficient land planning and physical design concepts to achieve a high quality of development, environmental sensitivity, energy efficiency, and adequate public facilities and services by, *inter alia*:

- a) reducing in the inflexibility of zoning district standards;
- b) allowing greater flexibility in the form and design of development, pedestrian and traffic circulation, respecting natural features of the land and protecting the environment, and the location and integration of open space and civic space into the development;
- c) allowing more efficient use of land, with smaller networks of streets and utilities;

d) providing pedestrian connections within the site and the public right-of-way; and

e) promoting development forms and patterns that respect the character of established surrounding neighborhoods.

8. Minor Amendments and Adjustments to Approved PD Plan. The Parties agree that a Development of this type requires ongoing day-to-day decisions that may result in minor or insignificant changes to the Development (in addition to administrative adjustments). Such “Minor Adjustments” are those which do not materially affect or modify the Development and are typical of developments of this type. No such Minor Adjustment may modify or otherwise adversely impact the criteria outlined in the approved PD Plan. Developer is authorized to make such Minor Adjustments as are necessary in its professional discretion and in the ordinary course of business with prior approval of City or the City Designee. If Developer is in doubt as to whether a matter is a Minor Adjustment, Developer may from time to time request the concurrence of the City Designee that a particular matter involves a Minor Adjustment, which request for concurrence shall be in writing, and which concurrence shall also be in writing, and shall be binding upon City and the Developer.

9. Obligation to Adhere to Requirements of Law. Owner, Developer and City agree that each Party and its respective successors and assigns will be bound by the provisions of this Agreement, as well as all applicable Federal, State, and local laws, as the same may be amended or created from time to time. No clause or provision of this Agreement shall be construed or excuse the observance of any requirement of any law by Owner, Developer or City. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner, Developer or City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

10. Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns and all rights, privileges, benefits, and burdens created hereunder are covenants running with the Property, binding upon, and inuring to the benefit of the parties hereto and their respective successors and assigns. Each Party acknowledges and agrees that the other shall have the right to assign its rights and obligations under this Agreement to any of its successors or assigns.

Notwithstanding anything in the foregoing, or elsewhere in this Agreement, to the contrary, this Agreement, and all covenants created hereunder, shall be released from, and shall no longer encumber title to, any portion of the Property that is conveyed, by plat or otherwise, to the City, County, or other applicable local government.

Within fifteen (15) days following the written request of Owner or Developer, City shall execute an instrument in recordable form acknowledging that any and all obligations under and pursuant to this Agreement have been fully satisfied and performed, or specifying which, if any, obligations under this Agreement remain unsatisfied or unperformed, and Owner or Developer may record any such instrument in the Public Records of Orange County, Florida.

11. Entire Agreement and Amendment. This Agreement sets forth the entire agreement between Owner, Developer, and City relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, understanding and agreements, written or oral, between the parties. Any amendment to this Agreement shall only be effective if in writing, executed by Owner, Developer, and City, and recorded in the Public Records of Orange County.

12. Default. Failure by any Party to perform any of its obligations hereunder, shall constitute a default, entitling any non-defaulting Party to pursue such remedies as may be available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, writ of mandamus, or termination hereof. Prior to termination of this Agreement or either Party filing an action as a result of a default under this Agreement, the non-defaulting Party shall first provide the defaulting Party with written notice of said default. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity in which to cure the default, except where otherwise provided herein.

13. Attorneys' Fees. In the event of any dispute hereunder or of 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 costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), 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, in any bankruptcy case or proceeding, at trial or on appeal or at any rehearing.

14. Force Majeure. Except as otherwise expressly provided in this Agreement, no Party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including but not limited to the weather, strikes or labor disputes, adverse rulings in third-party lawsuits, casualty, war, terrorist acts, riots or civil disturbances, acts of civil or military authorities, pandemics, or acts of God, or governmental action in response to such causes (individually, a "**force majeure**") provided the Party affected takes all reasonably necessary steps to resume full performance.

15. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles of Paragraphs used in this Agreement are for convenient reference only and shall not limit, define, or otherwise affect the substance or construction of provisions of this Agreement.

16. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

17. Governing Law/Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Agreement shall be Orange County, Florida.

18. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be (i) hand delivered, or (ii) sent by Federal Express or a comparable overnight mail service, or (iii) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (iv) transmitted by e-mail, facsimile or telecopier with a copy of such notice promptly delivered by one of the other approved methods specified herein, to the Parties at their respective addresses set forth below. Any notice delivered as aforesaid shall be deemed to have been given upon actual delivery of said notice at the appropriate address set forth below or upon refusal by the addressee to accept delivery of such notice. Each party's counsel is expressly permitted to execute and deliver notices for its respective client. The addressees and addresses for the purpose of this Paragraph 20 may be changed by giving notice of such change in compliance with this Paragraph 20. Unless and until such written notice is delivered, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

If to City:

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

If to Owners:

Gary D. Charlton as Trustee for the Gardy D.
Charlton Living Trust
1236 Lavanham Court
Apopka, FL 32712-3069

Peggy G. Charlton as Trustee for the Peggy G.
Charlton Living Trust
1236 Lavanham Court
Apopka, FL 32712-3069

If to Developer:

111 Pursuit LLC
Attn: Erik Halverson
2400 Apopka Blvd.
Apopka, FL 32703

With copy to:

Lowndes
Attn: Jonathan P. Huels
215 N. Eola Drive
Orlando Florida 32801

19. Recording in Public Records. A memorandum of this Agreement, executed by both Parties shall be recorded in the Public Records of Orange County, Florida. The City Clerk shall ensure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by the Parties.

20. 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.

21. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

22. Effective Date. The "Effective Date" of this Agreement is the date when this Agreement is duly recorded in the Public Records of Orange County, Florida.

[Intentionally Blank-Signatures Begin on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement and affixed their seals the day and year first above written.

“OWNER”

Print Name: _____

By: _____
Print Name: Gary D. Charlton as Trustee for
the Gary D. Charlton Living Trust

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, on this _____ day of _____, 2023, by Gary D. Charlton as Trustee for the Gary D. Charlton Living Trust He/she appeared by (*check one*) ☐ physical appearance or ☐ online notarization, and (*check one*) ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Witnesses:

“OWNER”

Print Name: _____

By: _____
Print Name: Peggy G. Charlton as Trustee for
the Peggy G. Charlton Living Trust

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, on this _____ day of _____, 2023, by Peggy G. Charlton as Trustee for the Peggy G. Charlton Living Trust. He/she appeared by (*check one*) ☐ physical appearance or ☐ online notarization, and (*check one*) ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Witnesses:

“DEVELOPER”

111 Pursuit LLC, a Florida limited liability company

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of 111 Pursuit LLC, a Florida limited liability company, on behalf of the company. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____

Notary Public

My Commission Expires: _____

Commission Number: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF APOPKA

By: _____
Bryan Nelson, Mayor

ATTEST:

Susan Bone, City Clerk

Approved as to Form:

Cliff Shepard, City Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka. He/she appeared by (*check one*) ☐ physical appearance or ☐ online notarization, and (*check one*) ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"
(Property)

LEGAL DESCRIPTION:

Parcel 1

Lot 4, Block H, LESS the South 150 feet of the East 200 feet, Map of Plymouth, according to the plat thereof as recorded in Plat Book B, Pages 17 and 18, Public Records of Orange County, Florida.

ALSO, LESS AND EXCEPT that portion of said Lot 4 lying within lands conveyed to Orange County by virtue of the Deed recorded February 7, 1930 in Deed Book 385, Page 509, Public Records of Orange County, Florida.

ALSO, LESS AND EXCEPT any portion of said Lot 4 lying within lands as set forth and contained in that certain Stipulated Order of Taking (Parcel 110) recorded April 2, 2009 in Official Records Book 9852, Page 7723, Public Records of Orange County, Florida.

Parcel 2

Lots 5 and 6, BLOCK H, Map of Plymouth, according to the plat thereof as recorded in Plat Book B, Pages 17 and 18, Public Records of Orange County, Florida, LESS AND EXCEPT the East 10 feet of said Lots 5 and 6 conveyed to Orange County by virtue of the Deed recorded February 7, 1930 in Deed Book 402, Page 90, Public Records of Orange County, Florida.

EXHIBIT “B”
(PD Plan)

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WHEREAS, to manage growth, the City of Apopka, Florida, finds it in the best interest of public health, safety and welfare of its citizens to establish zoning classifications within the City and

WHEREAS, the proposed Planned Development (PD) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

SECTION I: That the zoning classification of the following described property be designated as Planned Development (PD), as defined in the Apopka Land Development Code, and with the following development standards and provisions, and subject to the following zoning provisions:

- Page 65 of 92

1. Permit a single six-month extension for submittal of the required Minor or Major Development Plan;
2. Allow the PD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
3. Rezone the property to an appropriate zoning classification.

SECTION II: That the zoning classification of the following described Property, attached hereto as Exhibit A and incorporated herein, being situated in the City of Apopka, Florida, is hereby PD as defined in the Apopka Land Development Code.

SECTION III: AUTHORITY OF COMMUNITY DEVELOPMENT DIRECTOR. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

SECTION IV: SEVERABILITY. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

SECTION V: That this Ordinance shall take effect upon the effective date of Ordinance No. 2992.

READ FIRST TIME: _____

READ SECOND TIME
AND ADOPTED: _____

Bryan Nelson, Mayor

ATTEST:

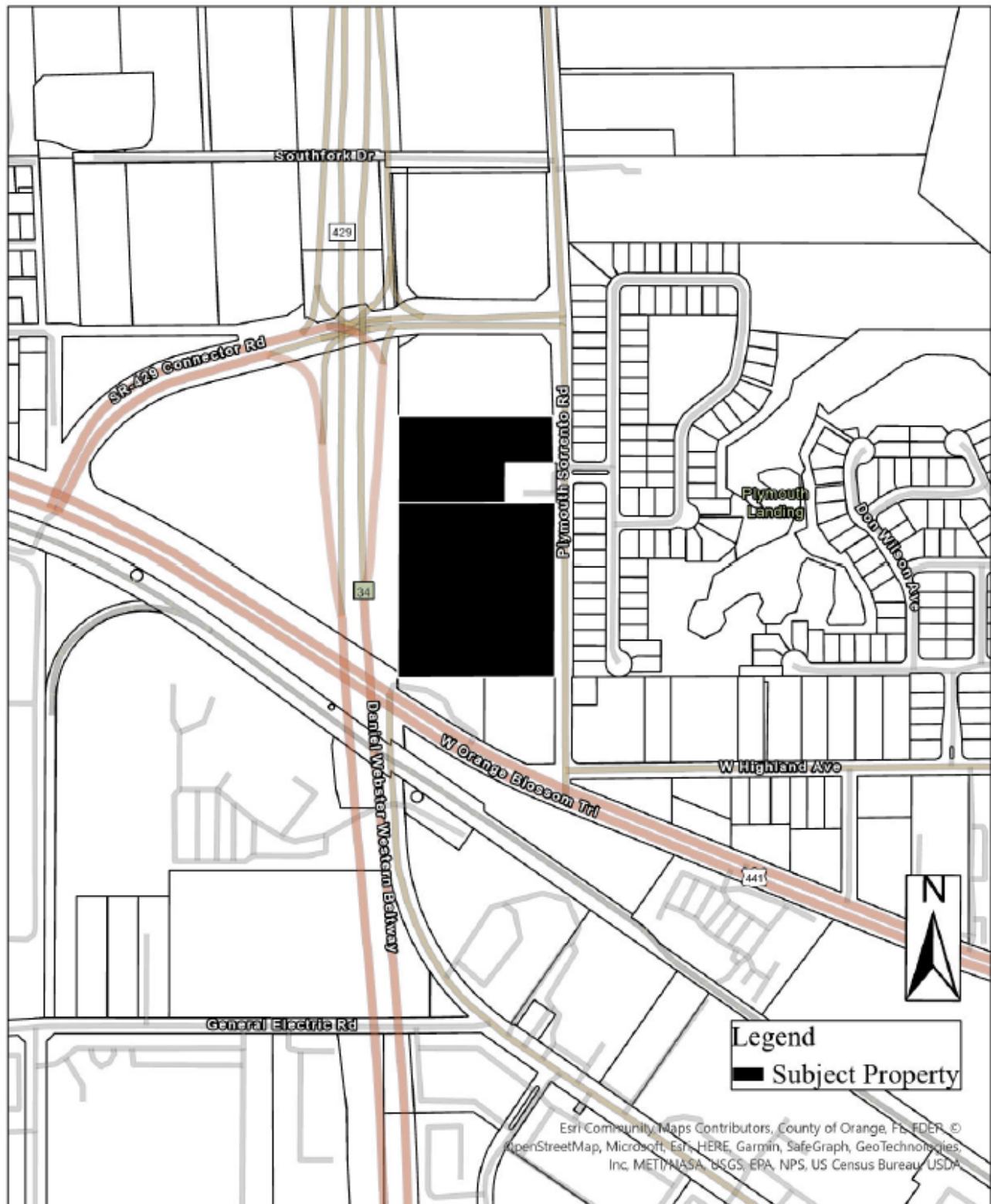
Susan M. Bone, City Clerk

APPROVED AS TO FORM

CLIFFORD B. SHEPARD, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 27, 2023

EXHIBIT "A"





City of Apopka PLANNING COMMISSION STAFF REPORT

Section: SITE PLANS

Item #: 1.

Meeting Date: November 14, 2023

Department: Community Development

SUBJECT:

Acuera Estates - Plat

REQUEST:

Recommend approval of the Acuera Estates - Plat.

SUMMARY:

Direction	Future Land Use	Zoning	Present Use
North	Residential Very Low Suburban	RSF-1A (Residential Single-Family – Estate District)	Single-family residences
East	Residential Estates	PD (Planned Development)	Rock Springs Ridge Subdivision
South	Residential Very Low Suburban	T (Transitional)	Single-family residence
West	Residential Very Low Suburban	PD (Planned Development)	Orchid Estates Subdivision

PROJECT SUMMARY:

The applicant has submitted the Acuera Estates – Plat for consideration of a 76-lot residential subdivision and 11 tracts for landscaping, open space/landscaping, stowmater and pocket parks. The Major Development Plan was approved by City council on April 6, 2022 and Construction Site Plan was approved by the Development Review Committee on February 24, 2023.

In accordance with Land Development Code Section 2.5.2.B.4, Staff finds that the applicant demonstrates there is competent substantial evidence that all of the following standards are met:

- The plat and its general layout and design comply with all applicable standards in Article 5: Development Standards, and Article 6: Environmental Standards;
- The plat complies with all conditions of approval in any development approval or permit to which it is subject;
- The plat conforms to the requirements of Chapter 177, Florida Statutes;
- The plat conforms to the Major Development Plan and Construction Site Plan; and
- The plat complies with all other applicable standards in this LDC and all other City regulations.

ACCESS:

Access is proposed via Tigris Drive, which intersects with Jason Dwelley Parkway.

PUBLIC HEARING SCHEDULE:

November 14, 2023 - Planning Commission (5:30 P.M.)

November 15, 2023 - City Council (7:00 P.M.)

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

The Development Review Committee (DRC) recommends approval of the Acuera Estates - Plat, based on the findings and facts in the staff report and exhibits.

Recommended Motion - Planning Commission:

Recommend approval of the Acuera Estates Plat, based on the findings and facts in the staff report and exhibits.

ATTACHMENTS:

1. Acuera Estates - Plat
2. Acuera Estates - Vicinity Map

ACUERA ESTATES

LOCATED IN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 28 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 88°08'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 661.25 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 01°10'00" WEST, 675.00 FEET; THENCE RUN NORTH 88°04'57" EAST, 662.23 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF JASON DWELLEY PARKWAY, AS RECORDED IN PLAT BOOK 67, PAGES 34 THROUGH 36 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 01°05'01" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 1646.73 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN NORTH 89°56'59" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 932.14 FEET TO A POINT LYING ON THE EAST LINE OF THE WEST 401.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE RUN SOUTH 01°11'58" WEST, ALONG THE EAST LINE OF THE WEST 401.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 327.15 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE RUN NORTH 89°40'45" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 401.05 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 01°11'58" EAST, 650.51 FEET TO A POINT LYING ON THE SOUTH LINE OF THE PLAT OF ORCHID ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, PAGES 44 THROUGH 48 OF SAID PUBLIC RECORDS; THENCE RUN ALONG THE SOUTH AND EAST LINES OF SAID PLAT OF ORCHID ESTATES, THE FOLLOWING FOUR (4) COURSES AND DISTANCES; NORTH 89°46'45" EAST, 615.37 FEET; THENCE RUN NORTH 00°55'06" WEST, 562.87 FEET; THENCE RUN SOUTH 89°02'58" WEST, 135.50 FEET; THENCE RUN NORTH 00°55'14" WEST, 1401.59 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 106 OF SAID PLAT OF ORCHID ESTATES; THENCE RUN NORTH 88°08'35" EAST, ALONG THE SOUTH LINE OF LOTS 106 THROUGH 110, A DISTANCE OF 261.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 41.316 ACRES MORE OR LESS.

LEGEND

- P.O.C. — POINT OF COMMENCEMENT
- P.O.B. — POINT OF BEGINNING
- O.R.B. — OFFICIAL RECORDS BOOK
- PG.(S) — PAGE(S)
- ID. — IDENTIFICATION
- C.C.R. — CERTIFIED CORNER RECORD
- R/W — RIGHT-OF-WAY
- LS. — LICENSED SURVEYOR
- LB. — LICENSED BUSINESS
- P.R.M. — PERMANENT REFERENCE MONUMENT
- C.M. — CONCRETE MONUMENT
- U.E. — UTILITY EASEMENT
- P.C. — POINT OF CURVATURE
- P.T. — POINT OF TANGENCY
- P.B. — PLAT BOOK
- (N.R.) — NON-RADIAL
- P.I. — POINT OF INTERSECTION
- D.E. — DRAINAGE EASEMENT
- ▣ — FOUND 4"x4" CONCRETE MONUMENT(P.R.M.)
- — SET 5/8" IRC, LB. 7808
- — DENOTES A PERMANENT CONTROL POINT (P.C.P.)
A SET NAIL AND DISK STAMPED LS # 4044.
- — DENOTES A PERMANENT REFERENCE MONUMENT (P.R.M.)
A SET 4"x4" CONCRETE MONUMENT STAMPED PRM LS # 4044.

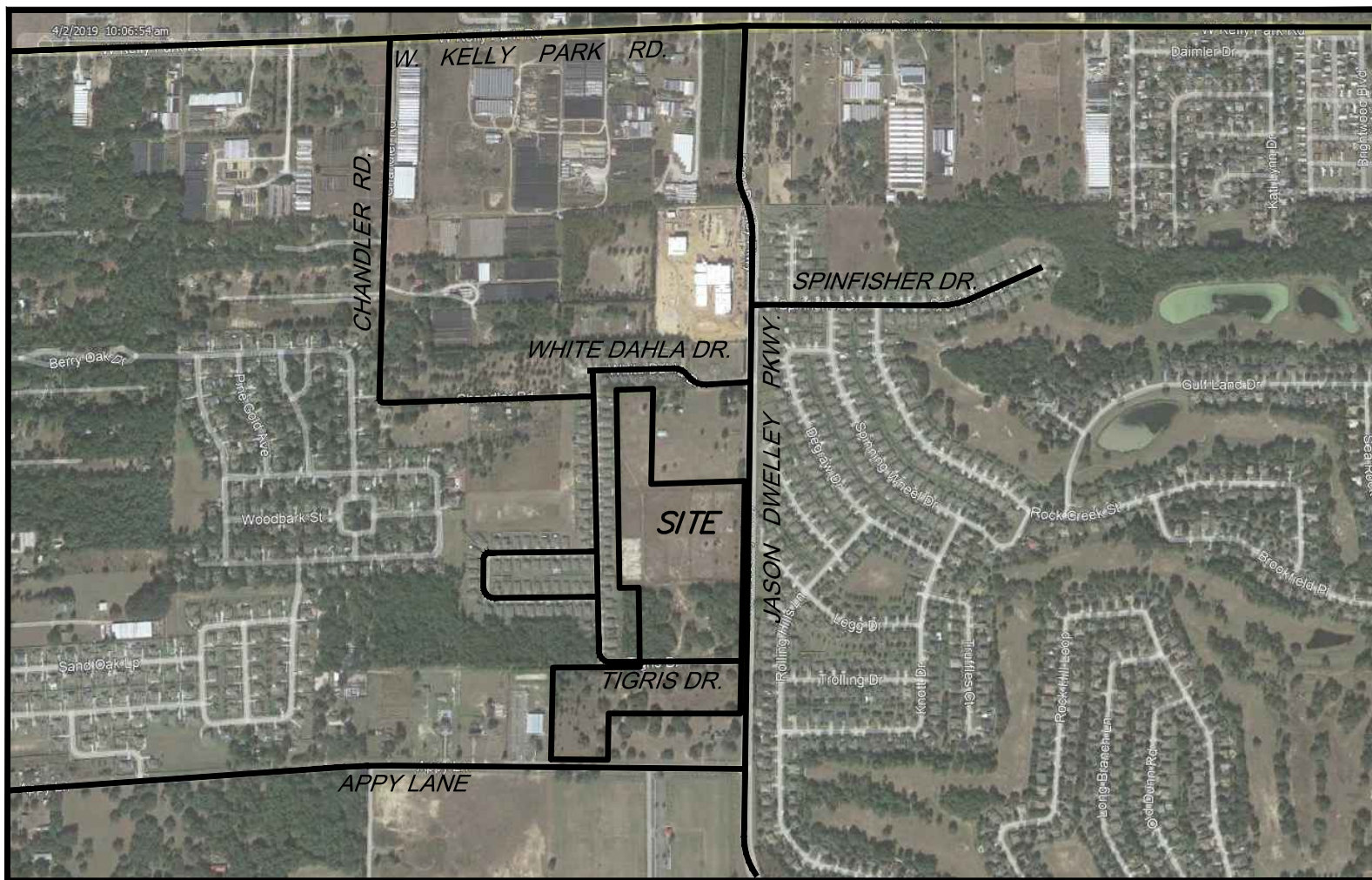
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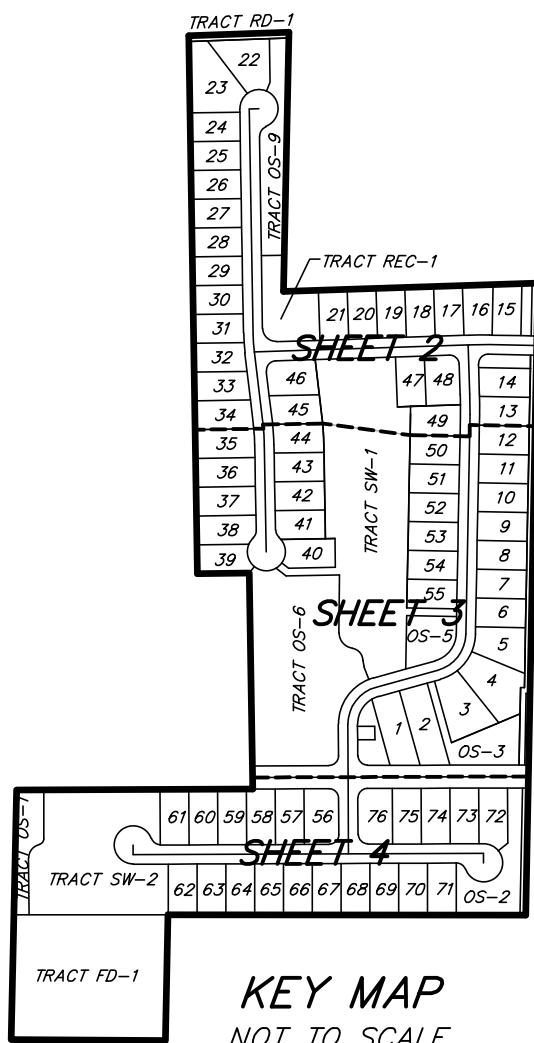
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S NOTES:

- (1) BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM 1983 EAST ZONE. THE MONUMENTED NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 28 EAST, BEING SOUTH 88°08'35" WEST.
- (2) —■— DENOTES A PERMANENT REFERENCE MONUMENT (P.R.M.) A SET 4" X 4" CONCRETE MONUMENT STAMPED PRM. LS. # 4044, UNLESS OTHERWISE NOTED.
- (3) —●— DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND DISK STAMPED POP LS. # 4044.
- (4) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- (5) TRACT LS-1 (LIFT STATION), SHALL BE OWNED AND MAINTAINED BY THE CITY OF APOPKA, FLORIDA.
- (6) ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED (N.R.).
- (7) TRACTS LB-1, LB-2, LB-3, (LANDSCAPE BUFFER), TRACTS OS-1 THROUGH OS-9 (OPEN SPACE/ LANDSCAPE) AND TRACT REC-1, (POCKET PARK), SHALL BE OWNED AND MAINTAINED BY THE ACUERA ESTATES HOMEOWNERS ASSOCIATION, INC.
- (8) TRACTS SW-1 AND SW-2, (STORWATER/LANDSCAPE), SHALL BE OWNED AND MAINTAINED BY THE ACUERA ESTATES HOMEOWNERS ASSOCIATION, INC.
- (9) TRACT FD-1, (FUTURE DEVELOPMENT), SHALL BE MAINTAINED BY THE DEVELOPER, BEAZER HOMES LLC.
- (10) THE PROPERTY SHOWN HEREON IS SUBJECT TO THE DECLARATION OF COVENANTS, AND RESTRICTIONS FOR ACUERA ESTATES, AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND ANY SUPPLEMENTS AND AMENDMENTS THERETO.
- (11) THERE IS A 10.00 FOOT WIDE UTILITY EASEMENT ADJACENT TO ALL INTERIOR RIGHT-OF-WAYS DEDICATED TO TO THE PUBLIC.
- (12) THERE IS A 5.00 FOOT WIDE DRAINAGE EASEMENT ALONG SIDE LOT LINES, TO BE OWNED AND MAINTAINED BY THE LOT OWNER.
- (13) SUBJECT TO GRANT OF EASEMENT, RECORDED IN O.R.B. 3690, PAGE 1690, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
- (14) SUBJECT TO INGRESS/EGRESS EASEMENT, RECORDED IN O.R.B. 3936 PAGE 576, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
- (15) SUBJECT TO INGRESS/EGRESS EASEMENT, RECORDED IN O.R.B. 3936 PAGE 584, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
- (16) SUBJECT TO CONSTRUCTION SLOPE AND ACCESS EASEMENT, RECORDED IN O.R.B. 10792 PAGE 352, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



VICINITY MAP
NOT TO SCALE



KEY MAP
NOT TO SCALE

PLAT BOOK

PAGE

ACUERA ESTATES

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, That the limited liability company named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates Tract ROW-1 and Tract ROW-2 (Additional right-of-way), right-of-ways and easements to the perpetual use of the public.

TRACT LS-1, (Lift Station) is dedicated in fee simple to the City of Apopka, without any restriction whatsoever over upon the City of Apopka. City ownership of Tract LS-1 and any improvements thereon vests upon approval of this plat by the City Council of the City of Apopka, Florida. The recording of this plat in the public records of Orange County, Florida shall act as conveyance to the City. No further instrument shall be necessary to vest fee simple title in the City as aforementioned.

IN WITNESS WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused this Dedication to be executed in its name by the below-named officer thereunto duly authorized this _____ day of _____, 2023.

Signed, sealed and delivered in the presence of the following two witnesses:

KLLB AIV LLC,
a Delaware limited liability company
By: _____
Anthony Pasqua
Authorized Signer

Print Name: _____
(Witness)

Print Name: _____
(Witness)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by Anthony Pasqua, as Authorized Signer of KLLB AIV LLC, a Delaware limited liability company, such person [] is personally known to me or [] has produced _____ as identification.

Signature of person taking acknowledgement

Print Name: _____

Notary Public — State of Florida

Commission No.: _____

My Commission Expires: _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on _____

a survey of the lands shown in the foregoing plat was completed; that said plat is a true and correct representation of the lands surveyed; that the plat was prepared under my responsible direction and supervision, and that this plat complies with all the survey requirements of Chapter 177 and Chapter 95.361, Florida Statutes.

Date _____ LS 4044 Surveyor's Signature
Surveyor's Registration Number David A. White
LB 7808 Surveyor's Name (printed)
Certificate of Authorization Number
PEC — Surveying and Mapping, LLC
2100 Alafaya Trail, Suite 203, Oviedo, Florida, 32765

CERTIFICATE OF APPROVAL BY REVIEWING SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for compliance with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signed: _____ Date _____
Printed name: _____
Registration Number _____

CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION

THIS IS TO CERTIFY, that on _____, 2022 the undersigned approved the foregoing plat.

BY: _____
Chairman

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS IS TO CERTIFY, that on _____, 2022 the undersigned approved the foregoing plat.

BY: _____
Bryan Nelson, Mayor of the City of Apopka

Attest: _____
Linda F. Goff, City Clerk

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY, that on _____, 2022 the undersigned approved the foregoing plat.

BY: _____
Richard W. Earp, City Engineer

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records on _____

Comptroller in and for Orange County, Florida Document No. _____

BY: _____

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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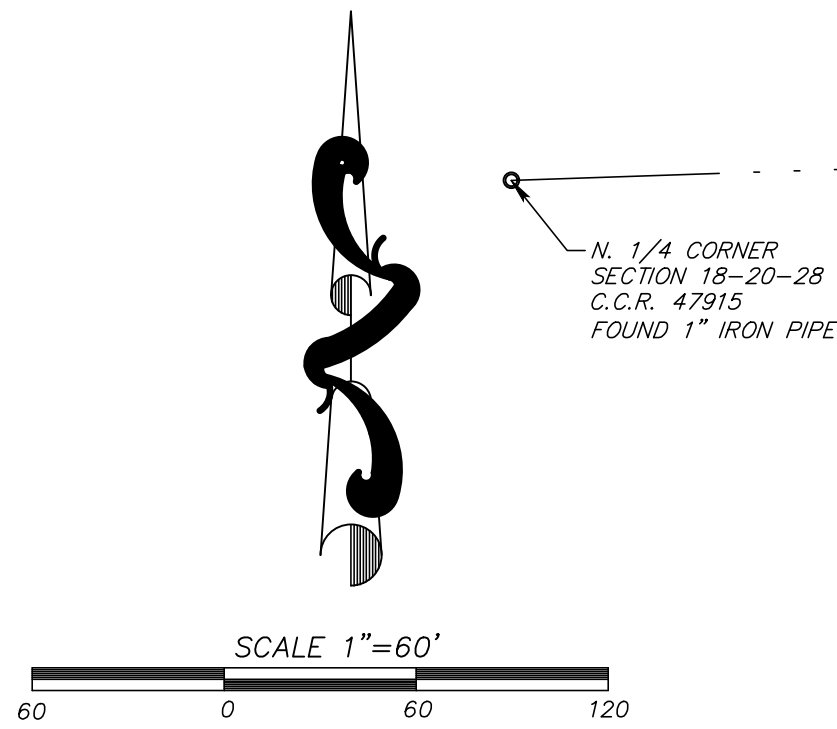
ACUERA ESTATES

LOCATED IN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 2 OF 4

PLAT
BOOK

PAGE



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C-1	925.00'	370°04"	52.12'	52.11'
C-2	125.00'	132°9'13"	29.42'	29.36'
C-3	125.00'	17°08'11"	37.39'	37.25'
C-4	475.00'	5°56'40"	49.28'	49.26'
C-5	475.00'	4°38'47"	38.52'	38.51'
C-6	475.00'	11°7'53"	10.76'	10.76'
C-7	525.00'	5°56'40"	54.47'	54.45'
C-8	992.00'	370°04"	51.96'	51.95'
C-11	1020.00'	370°04"	53.43'	53.42'
C-12	100.00'	132°9'13"	23.54'	23.48'
C-13	150.00'	171°4'24"	45.13'	44.96'
C-14	25.00'	94°45'00"	41.34'	36.79'
C-15	25.00'	70°31'44"	30.77'	28.87'
C-16	50.00'	230°31'44"	218.63'	81.65'
C-17	500.00'	5°56'40"	51.88'	51.85'
C-18	500.00'	5°56'40"	51.88'	51.85'
C-22	550.00'	5°56'40"	57.06'	57.04'
C-23	25.00'	89°48'18"	39.18'	35.30'
C-24	100.00'	18°37'46"	32.51'	32.37'
C-25	150.00'	132°9'13"	35.31'	35.23'
C-26	25.00'	90°00'00"	39.27'	35.36'
C-27	967.00'	370°04"	50.65'	50.64'
C-42	1017.00'	370°04"	53.27'	53.26'
C-43	25.00'	92°22'09"	40.30'	36.08'
C-44	970.00'	0°37'54"	10.70'	10.70'
C-45	50.00'	68°26'30"	59.73'	56.24'
C-46	50.00'	108°01'53"	94.28'	80.92'
C-47	50.00'	42°21'22"	36.96'	36.11'
C-48	50.00'	31°41'58"	27.66'	27.31'
C-49	500.00'	2°48'17"	24.48'	24.47'
C-50	500.00'	3°08'23"	27.40'	27.40'
C-51	500.00'	1°03'46"	9.27'	9.27'
C-52	500.00'	4°52'54"	42.60'	42.59'
C-59	550.00'	5°53'53"	53.42'	53.40'
C-60	550.00'	0°22'48"	3.65'	3.65'
C-61	150.00'	87°08'26"	21.31'	21.29'
C-62	150.00'	52°04'7"	14.00'	13.99'
C-63	967.00'	1°48'35"	30.54'	30.54'
C-64	967.00'	1°11'29"	20.11'	20.11'
C-74	1017.00'	2°56'25"	52.19'	52.18'
C-75	1017.00'	0°03'39"	1.08'	1.08'
C-76	25.00'	0°50'25"	0.37'	0.37'
C-77	25.00'	91°31'44"	39.94'	35.82'
C-86	680.00'	4°29'54"	53.39'	53.37'
C-87	680.00'	1°26'46"	17.16'	17.16'
C-88	680.00'	5°56'40"	70.55'	70.52'
C-89	807.00'	2°10'07"	30.54'	30.54'
C-90	882.00'	1°59'03"	30.54'	30.54'
C-91	840.00'	0°55'04"	13.45'	13.45'

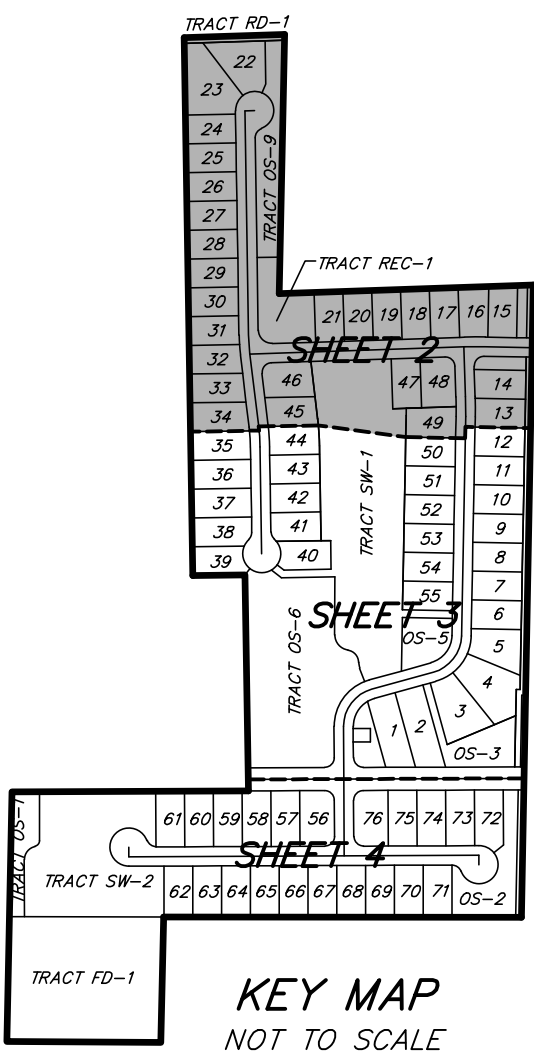
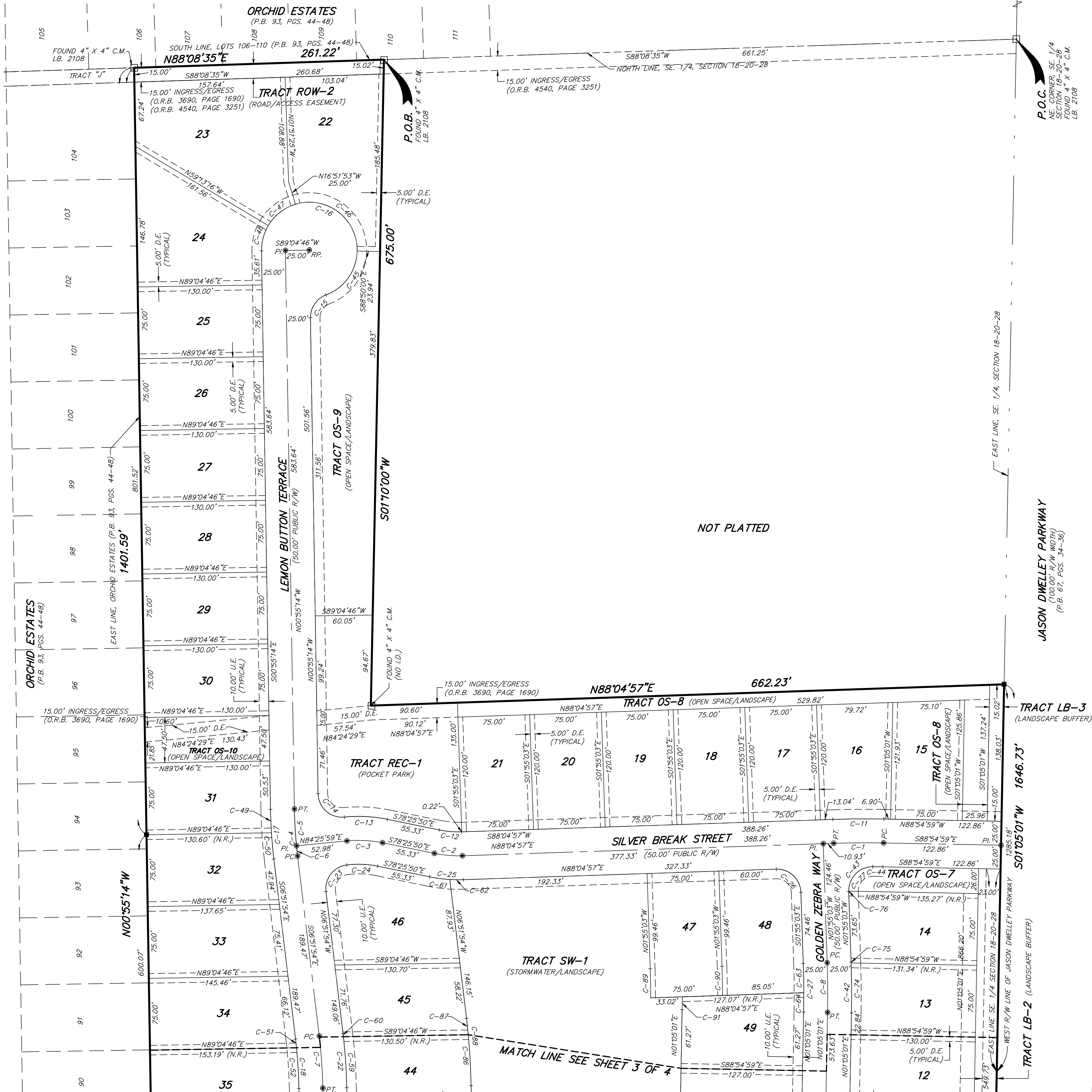
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PEC

SURVEYING AND MAPPING, LLC

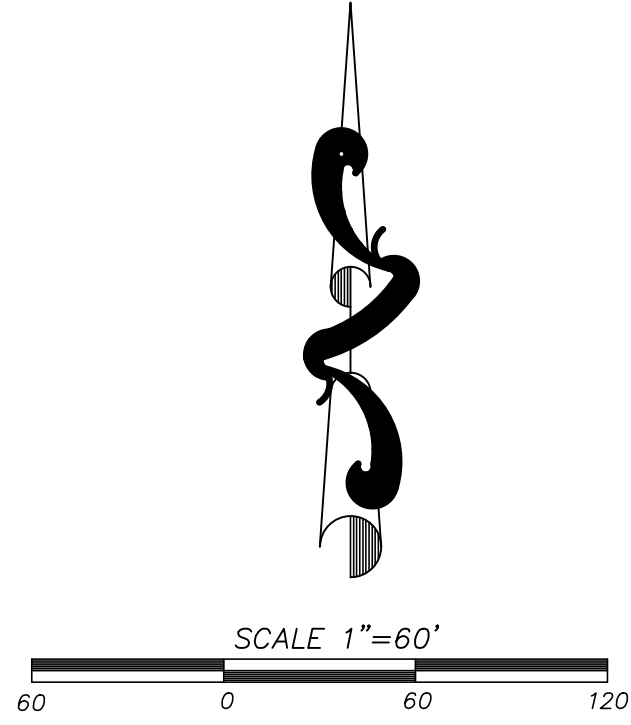
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
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NOTE:
SEE LEGEND ON SHEET ONE.

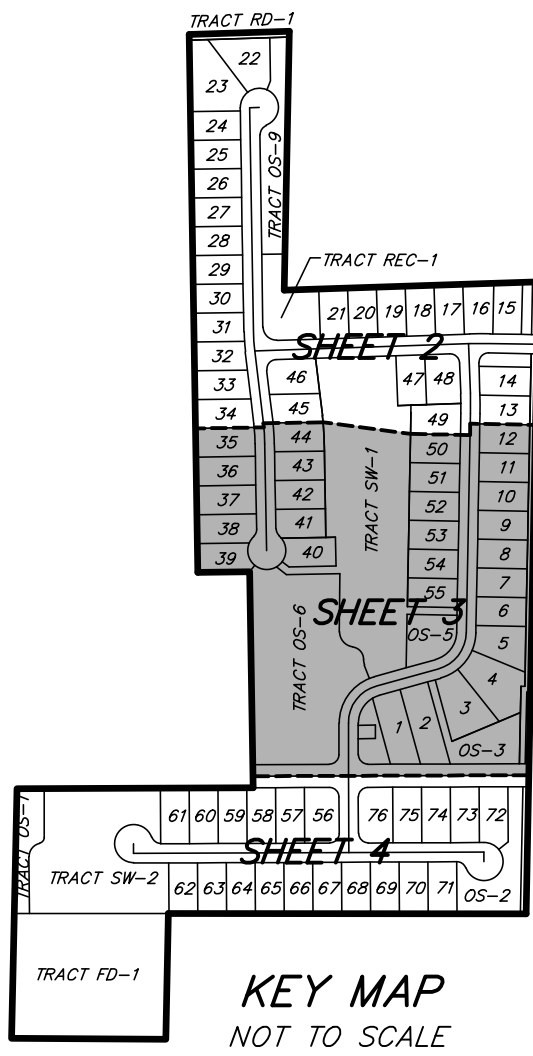
ACUERA ESTATES

LOCATED IN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C-7	525.00'	5°56'40"	54.47'	54.45'
C-9	100.00'	7°32'44"	128.36'	119.73'
C-10	100.00'	7°45'00"	130.64'	121.54'
C-18	500.00'	5°56'40"	51.88'	51.85'
C-19	25.00'	48°11'23"	21.03'	20.41'
C-20	50.00'	27°6'22"46"	24.11'	22.03'
C-21	25.00'	48°11'23"	21.03'	20.41'
C-22	550.00'	5°56'40"	57.06'	57.04'
C-28	75.00'	7°32'44"	96.27'	89.80'
C-29	125.00'	7°45'00"	163.30'	151.93'
C-30	25.00'	90°00'00"	39.27'	35.36'
C-39	25.00'	90°00'00"	39.27'	35.36'
C-40	75.00'	7°45'00"	97.98'	91.16'
C-41	125.00'	7°32'44"	160.45'	149.66'
C-51	500.00'	1°03'46"	9.27'	9.27'
C-52	500.00'	4°52'54"	42.60'	42.59'
C-53	50.00'	2°33'46"	20.56'	20.42'
C-54	50.00'	2°51'31"	20.56'	20.42'
C-55	50.00'	6°23'54"	60.73'	57.07'
C-56	50.00'	2°32'51"	20.44'	20.30'
C-57	50.00'	7°53'51"	65.99'	61.30'
C-58	50.00'	8°57'54"	7.82'	7.82'
C-59	550.00'	5°33'53"	53.42'	53.40'
C-60	550.00'	0°22'48"	3.65'	3.65'
C-65	125.00'	5°52'56"	12.83'	12.83'
C-66	125.00'	6°8'58"04"	150.46'	141.54'
C-69	75.00'	6°01'51"	78.87'	75.29'
C-70	75.00'	14°35'49"	19.11'	19.06'
C-71	125.00'	26°10'53"	57.01'	56.52'
C-72	125.00'	28°38'52"	62.50'	61.85'
C-73	125.00'	18°45'59"	40.94'	40.76'
C-78	255.00'	18°45'59"	83.15'	83.15'
C-79	255.00'	28°38'52"	127.50'	126.18'
C-80	255.00'	27°36'41"	122.89'	121.70'
C-81	255.00'	6°7'50'42"	301.95'	284.62'
C-82	255.00'	7°10'51"	31.96'	31.94'
C-83	40.00'	21°32'16"	15.04'	14.95'
C-84	32.00'	82°22'32"	46.01'	42.15'
C-85	40.00'	82°22'32"	57.62'	52.77'
C-86	680.00'	4°29'54"	53.39'	53.37'
C-87	680.00'	1°26'46"	17.16'	17.16'
C-88	680.00'	5°56'40"	70.55'	70.52'

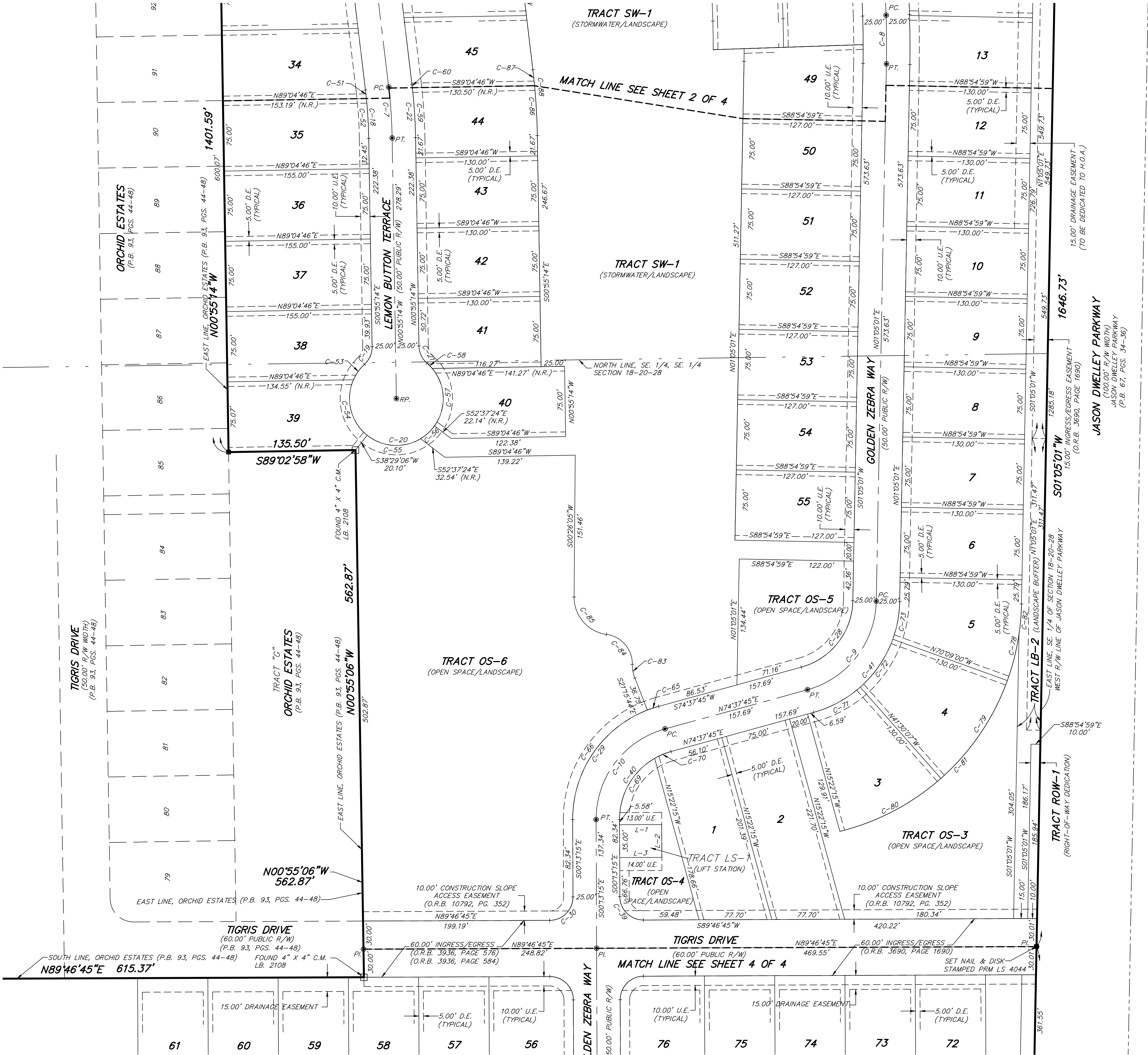
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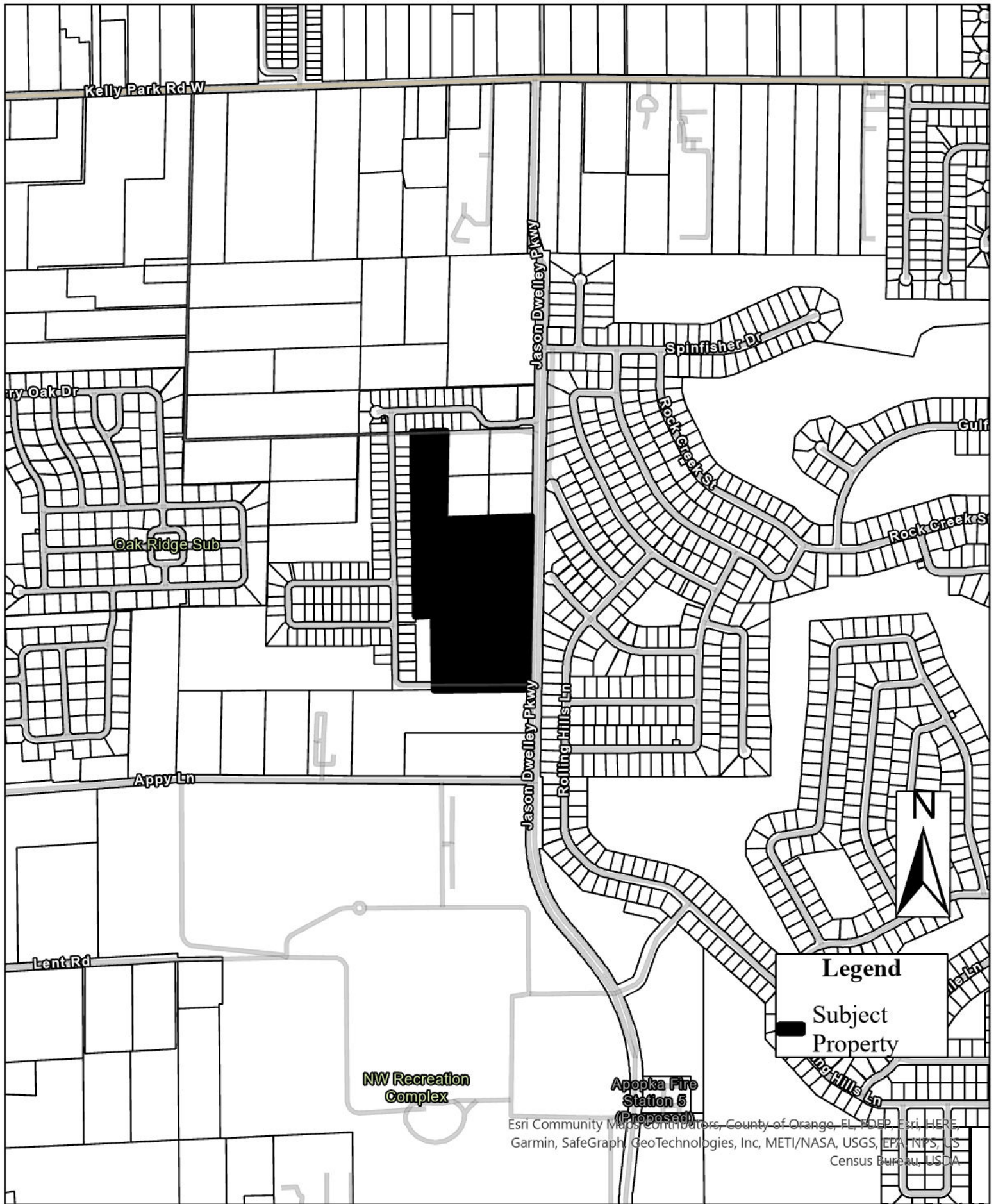
LINE TABLE		
LINE	BEARING	LENGTH
L-1	N89°46'45"E	45.00'
L-2	S00°13'15"E	35.00'
L-3	S89°46'45"W	45.00'



SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

Vicinity





City of Apopka PLANNING COMMISSION STAFF REPORT

Section: SITE PLANS

Item #: 2.

Meeting Date: November 14, 2023

Department: Community Development

SUBJECT:

Residences at Emerson Park - Plat

REQUEST:

Recommend approval of the Residences at Emerson Park - Plat.

SUMMARY:

Direction	Future Land Use	Zoning	Present Use
North	Mixed Use	MU-ES-GT (Mixed-Use - East Shore - Gateway)	Emerson Park Townhomes
East	Mixed Use	MU-ES-GT	Emerson Park Townhomes
South	Mixed Use	MU-ES-GT	Greystone Assisted Living Facility
West	Mixed Use	PD (Planned Development, MU-ES-GT and I-L Light Industrial	Harmon Road Extension, AdventHealth Hospital and vacant

PROJECT SUMMARY:

The applicant has submitted the Residences at Emerson Park – Plat for consideration of a townhome subdivision of 103 units and 14 tracts for recreation, open space/landscaping, right-of-way, access and drainage easements.. The Major Development Plan was approved by City council on September 16, 2020 and the Construction Site Plan was approved by the Development Review Committee on April 23, 2021.

In accordance with Land Development Code Section 2.5.2.B.4, Staff finds that the applicant demonstrates there is competent substantial evidence that all of the following standards are met:

- The plat and its general layout and design comply with all applicable standards in Article 5: Development Standards, and Article 6: Environmental Standards;
- The plat complies with all conditions of approval in any development approval or permit to which it is subject;
- The plat conforms to the requirements of Chapter 177, Florida Statutes;
- The plat conforms to the Major Development Plan and Construction Site Plan; and
- The plat complies with all other applicable standards in this LDC and all other City regulations.

ACCESS:

Access is proposed on Alston Bay Boulevard via Acclaim Road. There is also an emergency access easement on the southwestern portion of the subdivision, adjacent to Greystone Assisted Living Facility.

PUBLIC HEARING SCHEDULE:

November 14, 2023 - Planning Commission (5:30 P.M.)
December 6, 2023 - City Council (1:30 P.M.)

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

The Development Review Committee (DRC) recommends approval of the Residences at Emerson Park - Plat, based on the findings and facts in the staff report and exhibits.

Recommended Motion - Planning Commission:

Recommend approval of the Residences at Emerson Park - Plat, based on the findings and facts in the staff report and exhibits.

ATTACHMENTS:

- 1. Residences at Emerson Park - Plat
- 2. Residences at Emerson Park - Vicinity Map
- 3. Temporary Construction and Emergency Access Easement

RESIDENCES AT EMERSON PARK

A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

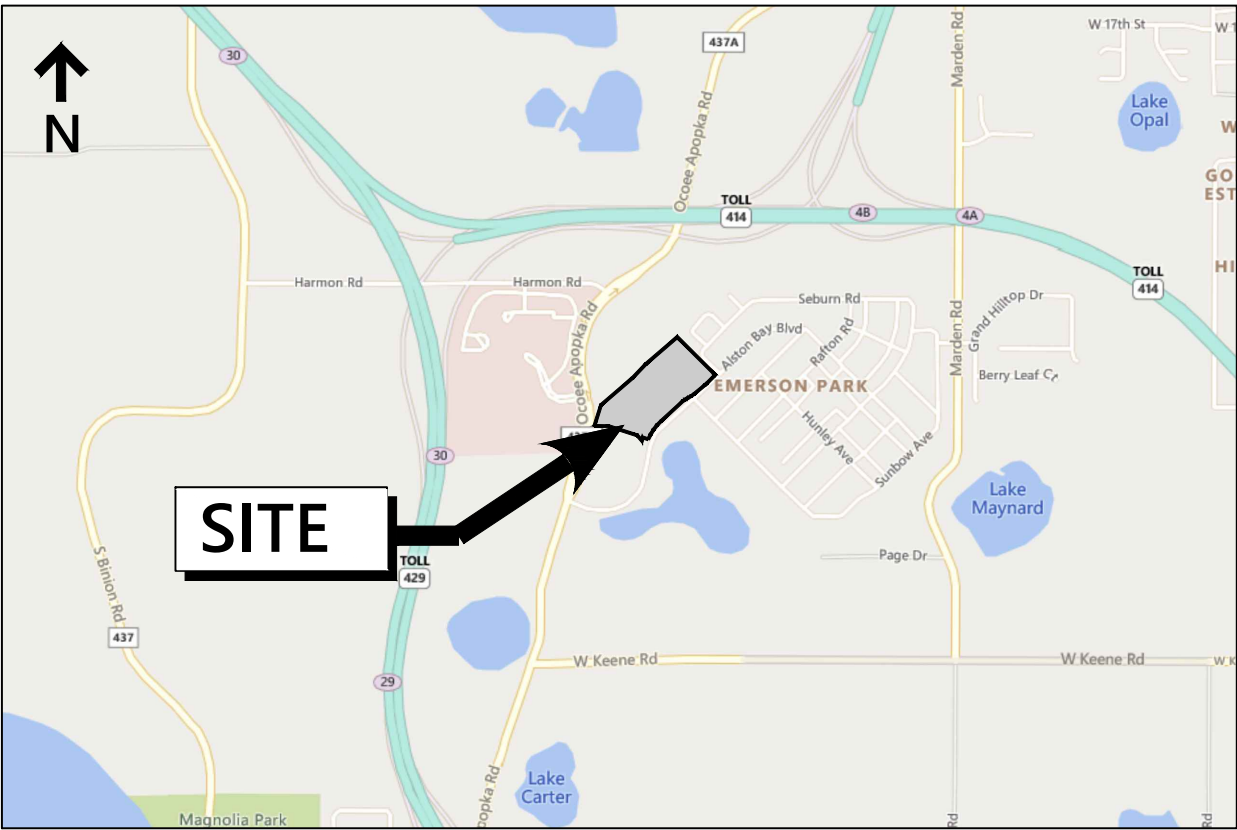
LEGAL DESCRIPTION:

Lot 2, EMERSON PARK TRACT G REPLAT, according to the Plat thereof, as recorded in Plat Book 98, Pages 45 and 46 of the Public Records of Orange County, Florida, also described as follows:

BEGIN at the southwest corner of said Lot 2; thence the following courses along the boundary of said Lot 2, being a point on a non-tangent curve concave westerly, having a radius of 1029.93 feet, a central angle of 0° 25' 25" and a chord of 7.61 feet that bears North 01° 00' 40" East; thence along the arc of said curve a distance of 7.61 feet; thence North 17° 47' 54" East, 221.23 feet; thence North 49° 24' 30" East, 430.83 feet; thence North 43° 41' 52" East, 201.00 feet; thence North 49° 24' 30" East, 433.63 feet; thence South 45° 00' 04" East, 552.92 feet to a point on a non-tangent curve concave northwesterly, having a radius of 25.00 feet, a central angle of 36° 51' 40" and a chord of 15.81 feet that bears South 26° 34' 06" West; thence along the arc of said curve a distance of 16.08 feet to the point of tangency; thence South 44° 59' 56" West, 109.97 feet to the point of curvature of a curve to the right, having a radius of 275.00 feet, a central angle of 5° 34' 56" and a chord of 26.78 feet that bears South 47° 47' 24" West; thence along the arc of said curve a distance of 26.79 feet to the point of tangency; thence South 50° 34' 52" West, 145.74 feet to the point of curvature of a curve to the right, having a radius of 300.00 feet, a central angle of 14° 07' 26" and a chord of 73.77 feet that bears South 57° 38' 36" West; thence along the arc of said curve a distance of 73.95 feet to the point of tangency; thence South 64° 42' 19" West, 17.08 feet to the point of curvature of a curve to the left, having a radius of 145.00 feet, a central angle of 17° 12' 23" and a chord of 43.38 feet that bears South 56° 06' 07" West; thence along the arc of said curve a distance of 43.54 feet to the point of tangency; thence South 47° 29' 56" West, 312.29 feet to the point of curvature of a curve to the left, having a radius of 547.50 feet, a central angle of 24° 29' 18" and a chord of 232.22 feet that bears South 35° 15' 17" West; thence along the arc of said curve a distance of 234.00 feet; thence North 71° 17' 27" West, 56.70 feet; thence South 18° 48' 33" West, 36.00 feet; thence North 40° 31' 28" West, 74.62 feet; thence North 72° 10' 07" West, 309.95 feet; thence North 88° 46' 37" West, 149.91 feet to the POINT OF BEGINNING.

Said parcel contains 14.234 acres, more or less.

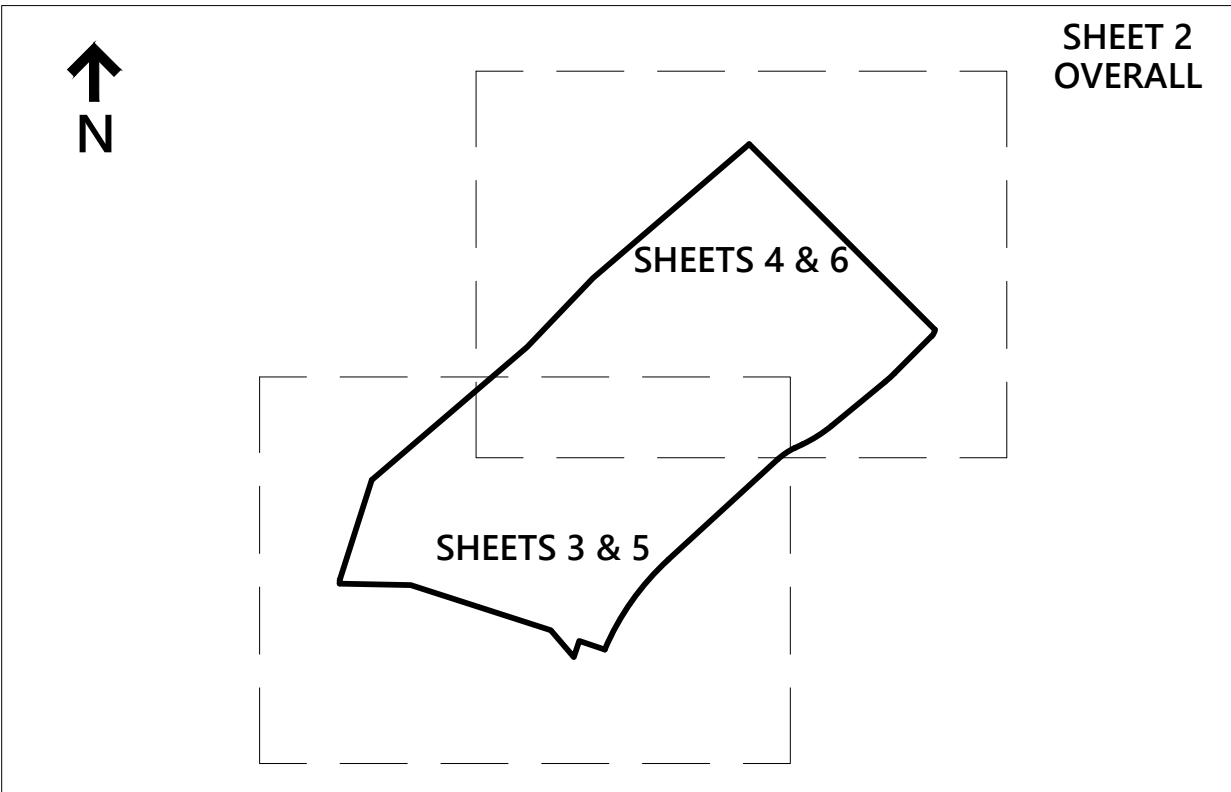
LOCATION MAP
NOT TO SCALE



GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST AS CALCULATED FROM COORDINATE DIFFERENCES BETWEEN CERTIFIED CORNER RECORD 82644 AND CERTIFIED CORNER RECORD 82644, BEING SOUTH 00° 31' 37" WEST, NAD83 DATUM.
- PURSUANT TO F.S. CHAPTER 177.091(28), ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THE ABOVE SHALL NOT APPLY TO ANY PRIVATE EASEMENTS, IF ANY, GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. CABLE TELEVISION SERVICES CONSTRUCTION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- A NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, THROUGH AND ACROSS ALL UTILITY EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO AND FOR THE USE BY ALL PUBLIC UTILITY PROVIDERS AND THE CITY OF APOPKA FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING THEIR RESPECTIVE UTILITY FACILITIES WHICH SERVICE THE LANDS ENCOMPASSED BY THIS PLAT.
- COMMON AREAS, AS DEPICTED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RESIDENCES AT EMERSON PARK AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND ANY AMENDMENTS OR SUPPLEMENTS THERETO (DECLARATION) ARE TO BE OWNED AND MAINTAINED BY THE RESIDENCES AT EMERSON PARK HOMEOWNERS' ASSOCIATION INC. (THE ASSOCIATION)
- TRACT A (RIGHT OF WAY) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. THERE IS A DRAINAGE AND UTILITY EASEMENT OVER THE ENTIRE TRACT A.
- TRACTS A-1 SHALL SERVE AS A RECREATION/AMENITY TRACT TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS.
- TRACTS OS-1, OS-4 AND OS-5 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS.
- TRACTS OS-2, OS-3, OS-6, OS-9, AND OS-11 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. A UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED OVER SAID TRACTS.
- TRACTS OS-14 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. A UTILITY, EMERGENCY ACCESS AND DRAINAGE EASEMENT IS HEREBY DEDICATED OVER SAID TRACT TO THE CITY OF APOPKA.
- TRACTS OS-7 AND OS-10 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. A DRAINAGE EASEMENT IS HEREBY DEDICATED OVER SAID TRACTS.
- TRACT OS-13 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. A UTILITY EASEMENT IS HEREBY DEDICATED OVER SAID TRACTS.
- ALL LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
- THERE IS A 10 FOOT UTILITY EASEMENT RESERVED ALONG THE FRONT OF ALL LOTS AND TRACTS ADJACENT TO ALL RIGHT OF WAY (UNLESS OTHERWISE NOTED).
- DRAINAGE EASEMENTS SHOWN HEREON ARE TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.
- WALL EASEMENTS SHOWN HEREON ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSOR OR ASSIGNS.

KEY MAP
NOT TO SCALE



SHEETS

- SHEET 1 = COVER/GENERAL NOTES
SHEET 2 = OVERALL PLAT AND WALL EASEMENTS
SHEETS 3 - 4 = LOT DETAILS
SHEETS 5 - 6 = EASEMENT DETAILS

PROPERTY INFORMATION:

- Memorandum of Agreement by and between Centex Homes and Bright House Networks, LLC, recorded October 11, 2006, in Official Records Book 8911, Page 3565, Public Records of Orange County, Florida. (BLANKET AGREEMENT)
- Declaration of Covenants, Conditions, Restrictions and Easement recorded February 12, 2007, in Official Records Book 9110, Page 2962, Public Records of Orange County, Florida. (NOT PLOTTABLE EASEMENT)
- Emerson Park Partial Assignment and Assumption of Development Duties and Obligations and Development Timing Agreement recorded February 12, 2007 in Official Records Book 9110, Page 2974; Amendment recorded December 28, 2011 in Official Records Book 10312, Page 918, Public Records of Orange County, Florida. (BLANKET AGREEMENT)
- Infrastructure and Easement Agreement recorded February 12, 2007 in Official Records Book 9110, Page 2983, Public Records of Orange County, Florida.(AS SHOWN)
- Property Development Agreement recorded August 30, 2018 in Instrument No. 20180518925, Public Records of Orange County, Florida. (NOT PLOTTABLE EASEMENT)
- Reciprocal Easements, Covenants and Restrictions Agreement recorded February 26, 2019 in Instrument No. 20190116228, Public Records of Orange County, Florida.

CERTIFICATE OF REVIEW
BY CITY SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part 1 of the Florida Statutes and that said plat complies with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature: _____ Date: _____

Print Name: Andrew A. Perry, P.S.M.
Professional Surveyor and Mapper
Registration Number: 6124

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on January 19, 2021 I completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my direction and supervision; that permanent reference monuments have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in the City of Apopka, Orange County, Florida.

By: _____ Date: _____

Surveyors Name: WM. DAVID McCRARY, JR., P.S.M.
Registration Number: 4853
Florida Professional Surveyor and Mapper
Registration Number Of Legal Entity: L.B. 7153
Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, Florida 32801

PLAT
BOOK PAGE

RESIDENCES AT EMERSON PARK

DEDICATION:

THIS is to certify that the undersigned Park Square Enterprises, LLC, a Delaware limited liability company hereafter referred to as "Owner" is the lawful owner of the lands described in the caption hereon, and that it has caused the same to be surveyed, and this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.

An Access and Utility Easement across Tract A (Right of Way) is dedicated to the perpetual use of the public for installation and maintenance of all utilities and all applicable governmental agencies, and for the benefit of delivery pickup services, fire protection services, ambulance services, or public utility for installation and maintenance of their respective facilities.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested by the Officer named below and it's corporate seal to be affixed hereto on _____.

By: _____ Park Square Enterprises, LLC, a
Vishal Gupta, Delaware limited liability company
Manager of Park Square 5200 Vineland Road, Suite 200
Enterprises, LLC, a Delaware Orlando, Florida 32811
limited liability company

Signed and sealed in the presence of: _____

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, that on _____, 2023, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ of Park Square Enterprises, LLC, a Delaware limited liability company, who is personally known to me or has produced the following identification: _____, and he did / did not take an oath that he is the person described in an who executed the foregoing Dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC: _____ Printed Name: _____

My Commission expires: _____

Commission Number: _____

CERTIFICATE OF APPROVAL BY
PLANNING COMMISSION

Examined and Approved _____ Chairman _____ Date _____

CERTIFICATE OF APPROVAL
BY CITY ENGINEER

Examined and Approved _____ Richard Earp, P.E. _____ Date _____

CERTIFICATE OF APPROVAL
BY MUNICIPALITY

THIS IS TO CERTIFY, that on _____, the foregoing plat was approved by the Municipality.

Mayor _____

Attest: _____
City Clerk

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on _____, 2023,

Document Number: _____

County Comptroller in and for Orange County, Florida.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Licensed Business LB7153

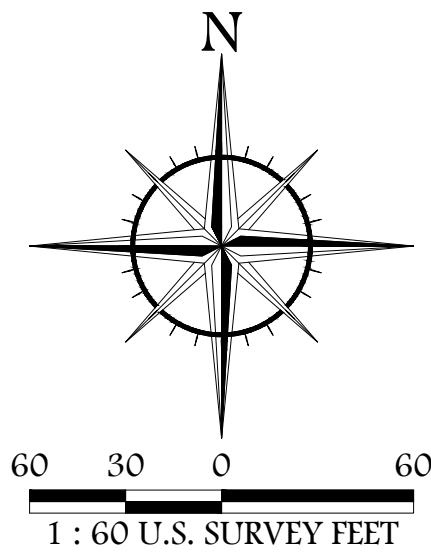
RESIDENCES AT EMERSON PARK

A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 2 OF 6

PLAT
BOOK

PAGE



LEGEND

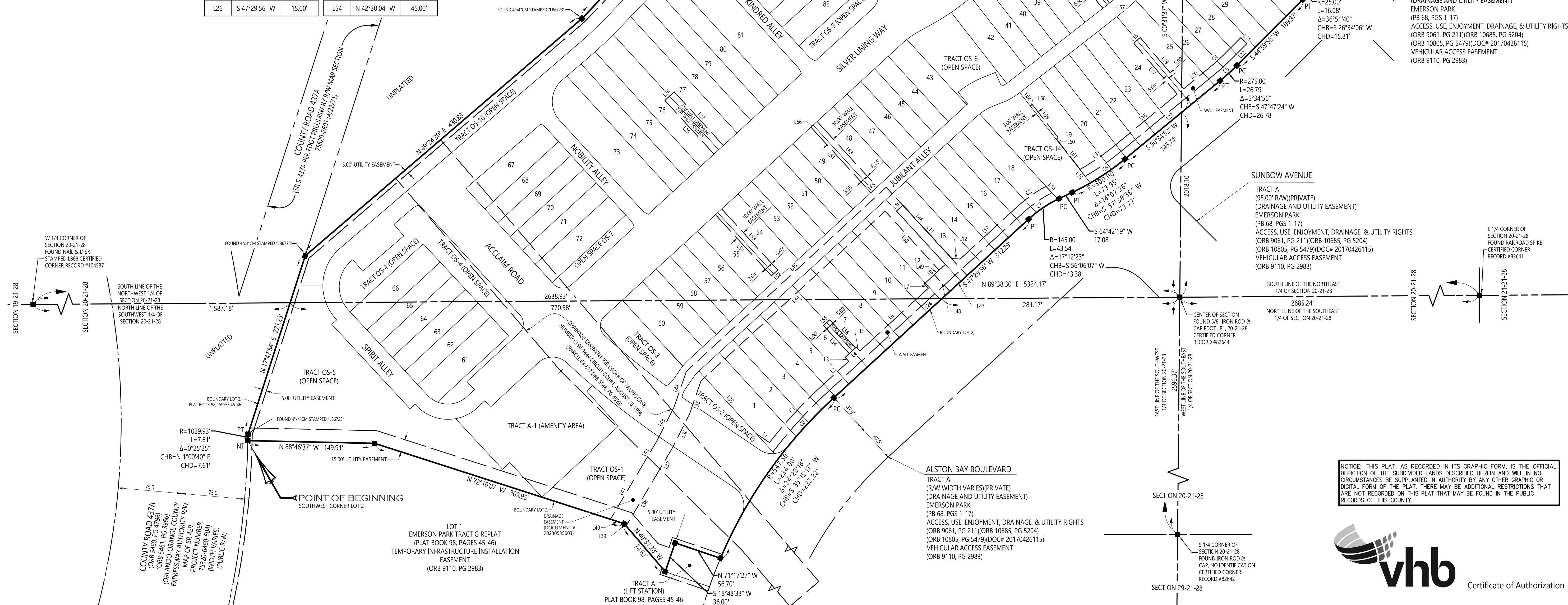
CHB	= CURVE CHORD BEARING
CHD	= CURVE CHORD DISTANCE
CMON	= CONCRETE MONUMENT
DOC	= DOCUMENT
D.E.	= DRAINAGE EASEMENT
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
U.D.E.	= UTILITY & DRAINAGE EASEMENT
L	= CURVE LENGTH
LB	= LICENSED BUSINESS
NT	= NON-TANGENT
ORB	= OFFICIAL RECORDS BOOK
PG	= PAGE
PGS	= PAGES
PB	= PLAT BOOK
PC	= POINT OF CURVATURE
PCP	= PERMANENT CONTROL POINT
PRM	= PERMANENT REFERENCE MONUMENT
PI	= POINT OF INTERSECTION
PT	= POINT OF TANGENCY
R	= CURVE RADIUS
(R)	= RADIAL
R/W	= RIGHT OF WAY
SR	= STATE ROAD
U.E.	= UTILITY EASEMENT
Δ	= CURVE DELTA ANGLE
SET MAG NAIL AND DISC "PCP LB 7153"	= SET MAG NAIL AND DISC "PCP LB 7153"
SET 4" X 4" CMON WITH NAIL & DISC "VHB PRM LB 7153"	= SET 4" X 4" CMON WITH NAIL & DISC "VHB PRM LB 7153"
—	= CENTERLINE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 55°55'22" E	19.19'
L2	N 47°30'05" E	41.93'
L3	N 42°29'58" W	6.25'
L4	N 47°30'02" E	18.00'
L5	S 42°30'04" E	6.25'
L6	N 47°30'05" E	109.77'
L7	N 42°57'40" W	6.96'
L8	N 47°02'22" E	33.88'
L10	N 47°29'56" E	10.46'
L11	S 42°30'04" E	85.88'
L12	S 87°30'00" E	9.63'
L13	N 47°30'05" E	91.54'
L14	S 42°30'04" E	10.35'
L15	N 38°00'13" W	10.11'
L16	N 50°35'01" E	96.45'
L17	N 40°26'17" W	79.27'
L18	N 49°33'43" E	10.00'
L19	S 40°26'17" E	79.45'
L20	N 50°35'01" E	39.28'
L21	S 44°59'55" E	10.00'
L22	S 45°00'05" W	26.59'
L23	S 50°35'01" W	145.74'
L24	S 47°30'05" W	312.29'
L25	S 42°30'04" E	85.91'
L26	S 47°29'56" W	15.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L27	N 42°30'04" W	85.91'
L31	S 40°09'23" E	106.17'
L32	N 40°09'23" W	106.36'
L33	N 42°30'04" W	99.90'
L34	S 47°21'09" W	296.12'
L35	S 19°01'57" W	41.34'
L36	S 27°01'01" W	46.66'
L37	S 30°38'49" W	37.39'
L38	S 30°43'08" W	67.88'
L39	N 40°31'28" W	3.49'
L40	N 72°10'07" W	17.13'
L41	N 30°43'08" E	70.56'
L42	N 30°38'49" E	36.74'
L43	N 27°01'01" E	44.63'
L44	N 19°01'57" E	44.99'
L45	N 47°21'09" E	321.22'
L46	S 42°30'04" E	141.53'
L47	S 47°29'56" W	27.66'
L48	N 42°57'39" W	27.02'
L49	N 47°02'22" E	7.81'
L50	N 42°27'35" W	94.40'
L51	S 42°30'04" E	98.00'
L52	N 47°29'56" E	10.00'
L53	N 42°30'04" W	98.00'
L54	N 42°30'04" W	45.00'

Parcel Curve Data					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C1	567.50'	92.43'	9° 19' 56"	N 42°50'06" E	92.33'
C2	165.00'	41.67'	14° 28' 11"	N 54°44'10" E	41.56'
C3	280.00'	49.33'	10° 05' 43"	N 55°37'53" E	49.27'
C4	255.00'	24.84'	5° 34' 56"	N 47°47'33" E	24.83'
C5	265.00'	25.82'	5° 34' 56"	S 47°47'33" W	25.81'
C6	290.00'	49.57'	9° 47' 37"	S 55°28'50" W	49.51'
C7	155.00'	41.73'	15° 25' 34"	S 55°12'51" W	41.61'
C8	557.50'	96.97'	9° 57' 57"	S 42°31'06" W	96.85'

LINE TABLE		
LINE #	BEARING	DISTANCE
L55	N 47°29'56" E	10.00'
L56	S 42°30'04" E	45.00'
L57	S 51°59'47" W	6.71'
L58	S 51°59'47" W	3.00'
L59	N 38°00'13" W	49.62'
L60	N 47°30'12" E	2.55'
L61	N 38°00'13" W	45.42'
L62	S 38°00'13" E	20.12'
L63	N 42°32'44" W	105.00'
L64	S 42°32'44" E	105.00'
L65	N 47°29'56" E	10.00'
L66	S 47°29'56" W	3.61'



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DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO
CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR
DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT
ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC
RECORDS OF THIS COUNTY.



RESIDENCES AT EMERSON PARK

SHEET 3 OF 6

PLAT
BOOK

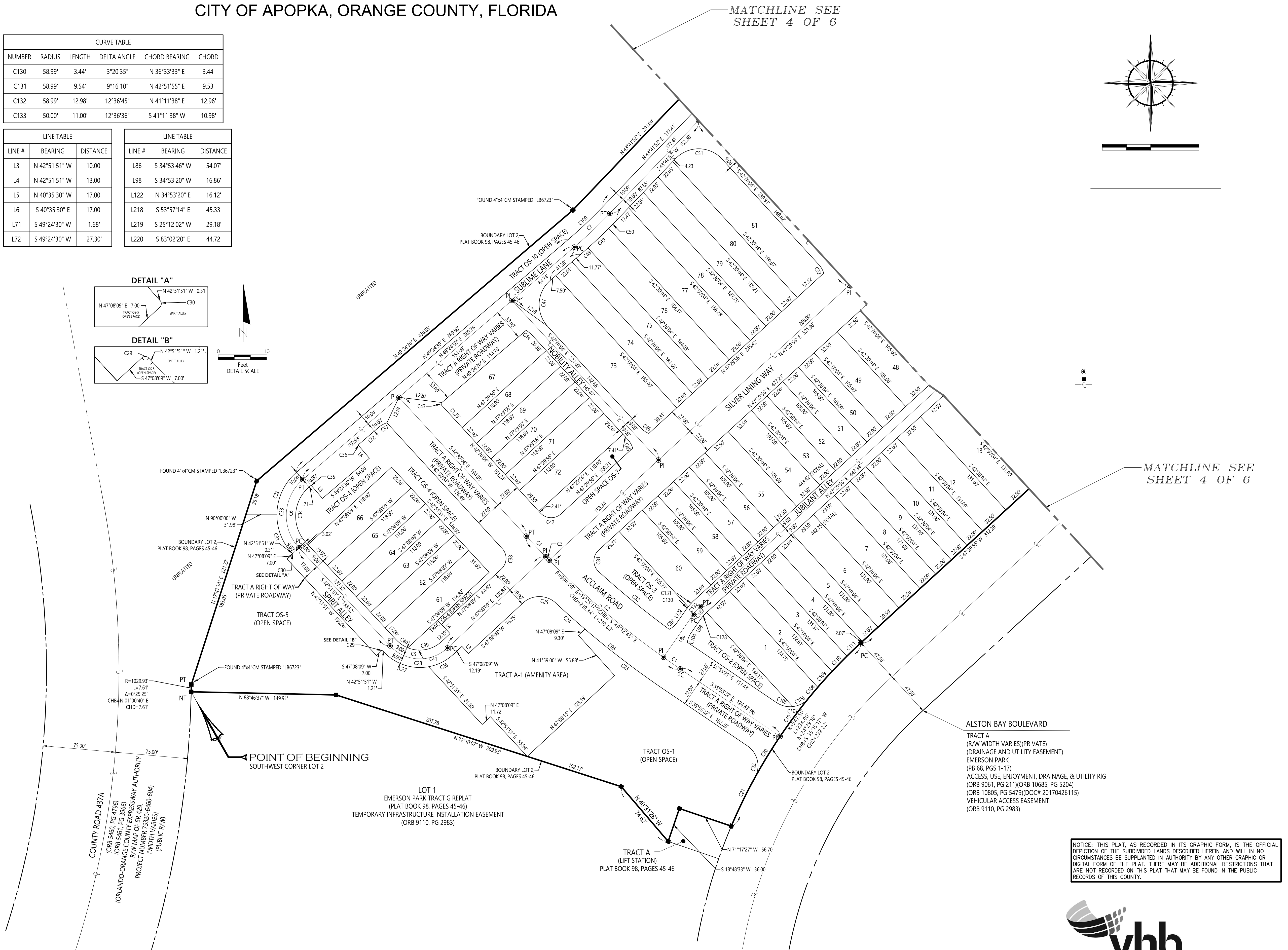
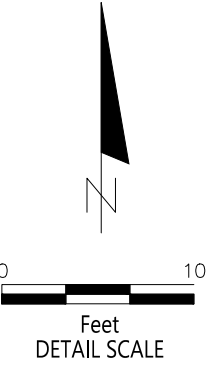
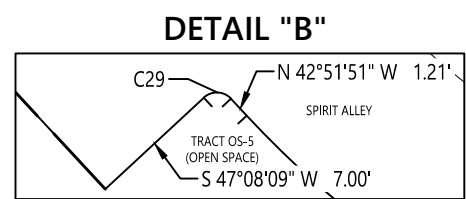
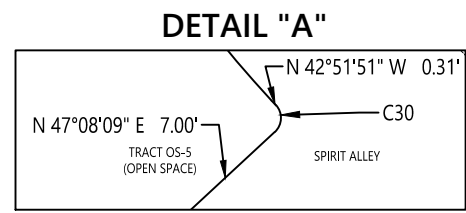
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A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C1	900.00'	21.05'	1°20'25"	S 55°15'09" E	21.05'
C2	900.00'	155.39'	9°53'34"	S 49°38'10" E	155.20'
C3	900.00'	4.93'	0°18'51"	S 44°31'58" E	4.93'
C4	900.00'	29.44'	1°52'28"	S 43°26'18" E	29.44'
C5	42.00'	65.97'	90°00'00"	S 87°51'51" E	59.40'
C6	49.00'	78.91'	92°16'20"	S 3°16'20" W	70.66'
C7	510.00'	50.83'	5°42'38"	N 46°33'11" E	50.81'
C8	490.00'	37.33'	4°21'53"	S 45°52'48" W	37.32'
C19	547.50'	49.80'	5°12'41"	S 36°40'59" W	49.78'
C20	547.50'	49.80'	5°12'41"	S 31°28'18" W	49.78'
C21	547.50'	55.95'	5°51'20"	S 25°56'18" W	55.93'
C22	25.00'	37.00'	84°47'19"	N 13°31'42" W	33.71'
C23	927.00'	104.81'	6°28'42"	S 52°41'01" E	104.76'
C24	927.00'	40.45'	2°30'00"	S 48°11'40" E	40.44'
C25	25.00'	37.49'	85°55'11"	N 89°54'15" W	34.07'
C26	51.00'	28.97'	32°33'01"	N 63°24'40" E	28.59'
C27	51.00'	51.14'	57°26'59"	S 71°35'20" E	49.02'
C28	51.00'	80.11'	90°00'00"	S 87°51'51" E	72.12'
C29	1.00'	1.57'	90°00'00"	N 87°51'51" W	1.41'
C30	1.00'	1.57'	90°00'00"	N 2°08'09" E	1.41'
C31	58.00'	44.05'	43°30'38"	S 21°06'32" E	42.99'
C32	58.00'	49.36'	48°45'43"	S 25°01'38" W	47.88'
C33	58.00'	93.41'	92°16'20"	S 3°16'20" W	83.63'
C34	40.00'	64.42'	92°16'20"	S 3°16'20" W	57.68'
C35	1.00'	1.57'	90°00'00"	N 85°35'30" W	1.41'
C36	1.00'	1.57'	90°00'00"	S 4°24'30" W	1.41'
C37	23.00'	9.58'	23°51'43"	S 61°20'21" W	9.51'
C38	15.00'	23.47'	89°38'14"	N 2°19'02" E	21.15'
C39	33.00'	37.38'	64°53'50"	N 79°35'04" E	35.41'
C40	33.00'	14.46'	25°06'10"	S 55°24'56" E	14.34'
C41	33.00'	51.84'	90°00'00"	S 87°51'51" E	46.67'
C42	15.00'	23.56'	90°00'00"	S 87°30'04" E	21.21'
C43	2.00'	3.21'	91°54'34"	S 3°27'13" W	2.88'
C44	33.00'	9.06'	15°43'49"	N 50°21'59" W	9.03'
C45	23.00'	10.35'	25°46'17"	N 29°36'56" W	10.26'
C46	23.00'	10.35'	25°46'17"	S 55°23'13" E	10.26'
C47	33.00'	52.94'	91°54'34"	S 3°27'13" W	47.44'
C48	520.00'	10.24'	1°07'40"	N 48°50'39" E	10.24'
C49	520.00'	29.51'	3°15'04"	N 46°39'17" E	29.50'
C50	520.00'	12.08'	1°19'53"	N 44°21'48" E	12.08'
C51	33.00'	54.03'	93°48'04"	N 89°24'06" W	48.19'
C52	23.00'	10.35'	25°46'17"	N 29°36'56" W	10.26'
C53	23.00'	10.35'	25°46'17"	S 55°23'13" E	10.26'
C54	33.00'	7.97'	13°50'19"	S 35°34'55" E	7.95'
C55	457.00'	34.81'	4°21'53"	S 45°52'48" W	34.81'
C81	15.00'	24.90'	95°06'23"	S 0°03'16" E	22.14'
C82	873.00'	94.38'	6°11'39"	S 50°42'18" E	94.33'
C83	23.00'	11.19'	27°52'45"	N 48°42'41" E	11.08'
C96	927.00'	145.26'	8°58'41"	S 51°26'01" E	145.11'
C100	500.00'	49.83'	5°42'38"	N 46°33'11" E	49.81'
C104	23.00'	10.67'	26°35'01"	S 21°35'51" W	10.58'
C105	25.00'	17.73'	40°37'29"	S 76°14'06" E	17.36'
C106	25.00'	19.27'	44°09'50"	N 61°22'14" E	18.80'
C107	25.00'	37.00'	84°47'19"	N 81°40'59" E	33.71'
C108	547.50'	14.37'	1°30'15"	S 40°02'27" W	14.37'
C109	547.50'	22.10'	2°18'47"	S 41°56'58" W	22.10'
C110	547.50'	22.04'	2°18'22"	S 44°15'33" W	22.04'
C111	547.50'	19.94'	2°05'11"	S 46°27'20" W	19.94'
C127	500.00'	38.09'	4°21'53"	S 45°52'48" W	38.08'
C128	41.29'	9.61'	13°20'04"	S 41°34'42" W	9.59'

CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C130	58.99'	3.44'	3°20'35"	N 36°33'33" E	3.44'
C131	58.99'	9.54'	9°16'10"	N 42°51'55" E	9.53'
C132	58.99'	12.98'	12°36'45"	N 41°11'38" E	12.96'
C133	50.00'	11.00'	12°36'36"	S 41°11'38" W	10.98'

LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L3	N 42°51'51" W	10.00'	L86	S 34°53'46" W	54.07'
L4	N 42°51'51" W	13.00'	L98	S 34°53'20" W	16.86'
L5	N 40°35'30" W	17.00'	L122	N 34°53'20" E	16.12'
L6	S 40°35'30" E	17.00'	L218	S 53°57'14" E	45.33'
L71	S 49°24'30" W	1.68'	L219	S 25°12'02" W	29.18'
L72	S 49°24'30" W	27.30'	L220	S 83°02'20" E	44.72'



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RESIDENCES AT EMERSON PARK

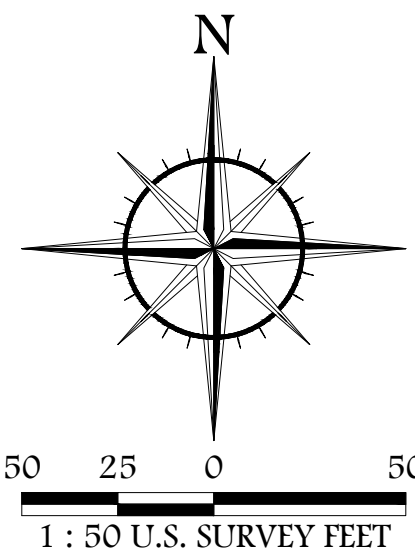
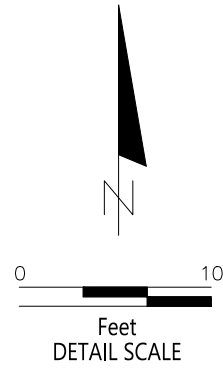
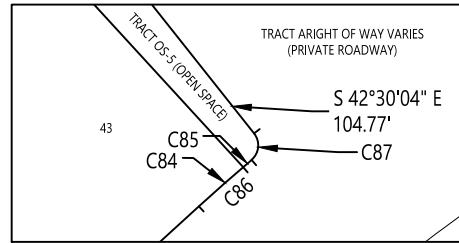
A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 4 OF 6

PLAT
BOOK

PAGE

DETAIL "C"



LEGEND

CHB	= CURVE CHORD BEARING
CHD	= CURVE CHORD DISTANCE
CMON	= CONCRETE MONUMENT
DOC	= DOCUMENT
D.E.	= DRAINAGE EASEMENT
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
U.D.E.	= UTILITY & DRAINAGE EASEMENT
L	= CURVE LENGTH
LB	= LICENSED BUSINESS
NT	= NON-TANGENT
ORB	= OFFICIAL RECORDS BOOK
PG	= PAGE
PGS	= PAGES
PB	= PLAT BOOK
PC	= POINT OF CURVATURE
PCP	= PERMANENT CONTROL POINT
PRM	= PERMANENT REFERENCE MONUMENT
PI	= POINT OF INTERSECTION
PT	= POINT OF TANGENCY
R	= CURVE RADIUS
R/W	= RIGHT OF WAY
SR	= STATE ROAD
U.E.	= UTILITY EASEMENT
Δ	= CURVE DELTA ANGLE
●	= SET MAG NAIL AND DISC "PCP LB 7153"
■	= SET 4" X 4" CMON WITH NAIL & DISC "VHB PRM LB 7153"
—C—	= CENTERLINE

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225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Licensed Business LB7153

MATCHLINE SEE
SHEET 3 OF 6

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 60°38'39" W	23.58'
L7	S 38°25'02" E	17.03'
L8	S 68°27'14" W	11.26'
L9	N 23°59'09" W	16.97'
L11	S 68°27'14" W	11.26'
L87	S 68°27'14" W	11.26'
L221	N 2°59'10" W	42.43'
L230	N 72°36'31" E	29.82'

CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C8	490.00'	37.33'	4°21'53"	S 45°52'48" W	37.32'
C9	43.00'	67.13'	89°26'58"	N 87°12'46" W	60.52'
C11	700.00'	48.20'	3°56'44"	N 49°05'59" E	48.20'
C12	700.00'	11.29'	0°55'26"	N 51°32'04" E	11.29'
C13	700.00'	59.49'	4°52'11"	N 49°33'42" E	59.48'
C14	230.00'	33.13'	8°15'11"	N 56°07'23" E	33.10'
C15	127.00'	29.14'	13°08'43"	S 54°04'17" W	29.07'
C51	33.00'	54.03'	93°48'04"	N 89°24'06" W	48.19'
C52	23.00'	10.35'	25°46'17"	N 29°36'56" W	10.26'
C53	23.00'	10.35'	25°46'17"	S 55°23'13" E	10.26'
C54	33.00'	7.97'	13°50'19"	S 35°34'55" E	7.95'
C55	457.00'	34.81'	4°21'53"	S 45°52'48" W	34.81'
C56	25.00'	39.27'	90°00'00"	N 2°29'56" E	35.36'
C57	25.00'	37.31'	85°30'08"	S 85°15'09" E	33.94'
C58	23.00'	10.57'	26°20'07"	S 34°53'42" W	10.48'
C59	33.00'	51.51'	89°26'11"	N 87°13'10" W	46.44'
C60	23.00'	12.15'	30°16'09"	N 27°22'00" W	12.01'
C61	23.00'	9.62'	23°57'39"	S 54°28'54" E	9.55'
C62	53.00'	26.19'	28°18'27"	N 56°39'00" W	25.92'
C63	53.00'	56.55'	61°08'01"	S 78°37'45" W	53.91'
C64	53.00'	82.74'	89°26'28"	N 87°13'01" W	74.59'
C66	673.00'	36.03'	3°04'03"	N 48°39'38" E	36.03'
C71	727.00'	18.21'	1°26'06"	N 47°50'40" E	18.21'
C72	727.00'	28.84'	2°16'21"	N 49°41'53" E	28.83'
C73	727.00'	14.74'	1°09'43"	N 51°24'56" E	14.74'
C74	727.00'	61.79'	4°52'11"	N 49°33'42" E	61.77'
C75	257.00'	16.26'	3°37'33"	N 53°48'34" E	16.26'
C76	257.00'	22.53'	5°01'19"	N 58°07'59" E	22.52'
C77	257.00'	38.79'	8°38'52"	N 56°19'13" E	38.75'
C78	100.00'	15.44'	8°50'39"	S 56°13'19" W	15.42'
C79	100.00'	7.51'	4°18'04"	S 49°38'58" W	7.51'
C80	100.00'	22.94'	13°08'43"	S 54°04'17" W	22.89'
C84	94.00'	3.08'	1°52'32"	S 48°29'04" W	3.08'
C85	94.00'	0.58'	0°21'15"	S 49°35'46" W	0.58'
C86	94.00'	3.66'	2°13'47"	S 48°39'44" W	3.66'
C87	1.00'	1.53'	87°34'32"	N 5°21'51" E	1.38'
C88	112.00'	34.98'	17°53'39"	S 59°30'24" W	34.84'
C89	37.00'	3.58'	5°32'18"	N 65°41'05" E	3.58'
C90	1.00'	1.63'	93°11'05"	S 70°34'42" E	1.45'
C91	55.00'	6.02'	6°16'32"	N 59°41'27" E	6.02'
C92	55.00'	4.37'	4°33'20"	N 54°16'28" E	4.37'
C93	55.00'	10.40'	10°49'58"	N 57°24'46" E	10.38'
C94	300.00'	25.50'	4°52'11"	N 49°33'42" E	25.49'
C95	318.00'	26.90'	4°50'47"	N 49°34'24" E	26.89'
C97	318.00'	0.13'	0°01'24"	N 47°08'19" E	0.13'
C98	73.00'	20.97'	16°27'28"	N 60°13'31" E	20.90'
C99	76.00'	7.26'	5°28'22"	S 50°14'07" W	7.26'
C101	76.00'	20.54'	15°28'56"	S 60°42'46" W	20.47'
C102	76.00'	27.80'	20°57'18"	S 57°58'35" W	27.64'
C112	145.00'	11.79'	4°39'31"	S 49°49'41" W	11.79'
C113	145.00'	30.07'	11°52'49"	S 58°05'51" W	30.01'
C114	145.00'	1.69'	0°40'03"	S 64°22'17" W	1.69'
C115	300.00'	24.20'	4°37'19"	N 62°23'39" E	24.19'
C116	300.00'	29.70'	5°40'19"	N 57°14'50" E	29.69'
C117	300.00'	20.05'	3°49'48"	N 52°29'47" E	20.05'
C118	275.00'	13.44'	2°47'57"	N 49°10'53" E	13.43'
C119	275.00'	13.36'	2°46'59"	N 46°23'25" E	13.36'
C120	230.00'	1.58'	0°23'40"	N 60°26'49" E	1.58'
C121	230.00'	34.71'	8°38'52"	N 56°19'13" E	34.68'
C122	33.00'	49.94'	86°42'14"	N 88°35'08" W	45.31'
C123	33.00'	1.57'	2°43'57"	N 43°52'03" W	1.57'
C127	500.00'	38.09'	4°21'53"	S 45°52'48" W	38.08'
C134	85.00'	31.09'	20°57'18"	S 57°58'35" W	30.91'
C135	64.00'	18.38'	16°27'28"	N 60°13'31" E	18.32'
C136	309.00'	26.26'	4°52'11"	N 49°33'42" E	26.25'

RESIDENCES AT EMERSON PARK

SHEET 5 OF 6

PLAT
BOOK

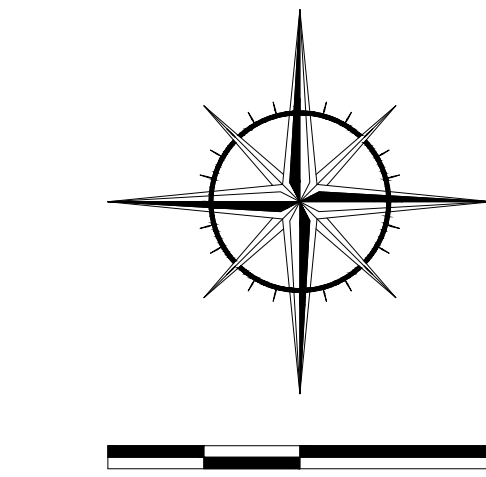
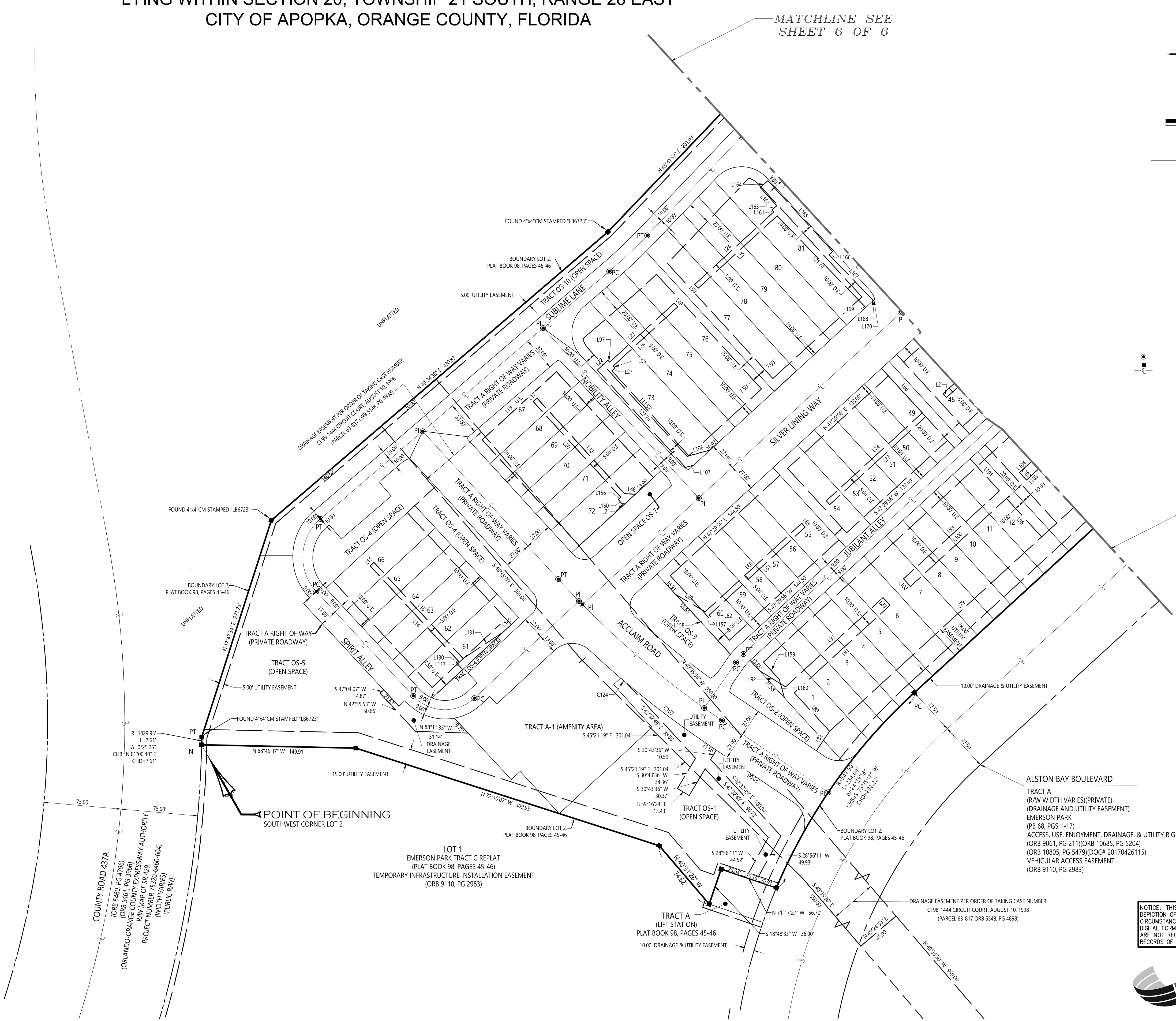
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A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 42°26'50" W	5.00'
L14	S 42°50'09" E	126.52'
L15	N 46°57'47" E	5.00'
L16	S 42°50'02" E	127.38'
L17	N 47°29'56" E	5.00'
L18	N 42°30'04" W	125.95'
L19	N 47°29'56" E	98.00'
L20	N 42°30'04" W	126.04'
L21	S 86°34'03" E	2.54'
L22	N 47°49'50" E	14.01'
L23	N 47°33'32" E	85.08'
L24	N 47°29'27" E	104.18'
L25	N 47°29'55" E	104.14'
L26	N 47°29'56" E	85.06'
L27	N 47°31'49" E	4.07'
L48	S 86°34'03" E	10.56'
L49	S 42°15'41" E	5.00'
L50	S 42°26'49" E	5.00'
L59	N 59°47'17" W	33.26'
L60	N 47°29'59" E	127.22'
L61	N 47°29'59" E	126.60'
L62	N 42°30'04" W	2.50'
L63	N 42°30'00" W	5.00'
L66	S 42°30'04" E	58.67'
L73	N 47°29'56" E	126.50'
L74	N 47°29'56" E	126.50'
L75	S 42°30'04" E	3.11'
L77	S 42°30'04" E	3.11'
L78	N 47°29'56" E	31.77'
L79	N 47°29'56" E	355.73'
L80	S 42°30'04" E	50.67'
L81	S 47°29'56" W	126.08'
L82	N 34°04'38" E	22.91'
L83	N 42°30'04" W	10.00'
L91	N 47°29'56" E	128.45'
L92	S 58°17'23" E	29.60'
L93	S 42°30'04" E	21.41'
L94	N 47°29'56" E	4.50'
L95	S 42°28'11" E	2.50'
L96	S 42°30'04" E	50.67'

LINE TABLE		
LINE #	BEARING	DISTANCE
L97	S 42°26'28" E	2.43'
L99	N 47°29'56" E	126.50'
L100	N 47°29'56" E	126.50'
L101	S 42°30'04" E	42.33'
L102	N 42°30'04" W	10.00'
L106	N 74°46'20" E	21.37'
L107	N 74°46'20" E	8.11'
L108	N 42°30'04" W	10.00'
L117	S 42°51'51" E	9.00'
L130	S 57°31'59" W	2.59'
L131	S 56°43'14" W	46.18'
L149	N 47°08'09" E	21.20'
L150	S 42°30'04" E	5.67'
L151	S 42°30'04" E	1.65'
L152	N 47°29'56" E	2.37'
L156	S 47°29'56" W	3.34'
L157	S 47°30'23" W	8.76'
L158	N 59°47'17" W	5.87'
L159	N 42°30'04" W	22.73'
L160	N 15°45'24" W	18.70'
L161	N 42°30'04" W	2.50'
L162	N 42°30'04" W	23.81'
L163	N 47°29'27" E	6.33'
L164	N 47°29'56" E	10.00'
L165	S 42°30'04" E	93.32'
L166	S 47°29'56" W	4.73'
L167	S 44°01'27" E	60.25'
L168	S 34°56'01" E	1.59'
L169	N 34°56'01" W	2.12'
L170	N 47°29'56" E	2.13'

CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C103	927.00'	97.04'	5°59'52"	S 52°55'25" E	97.00'
C124	927.00'	7.77'	0°28'49"	S 49°41'05" E	7.77'



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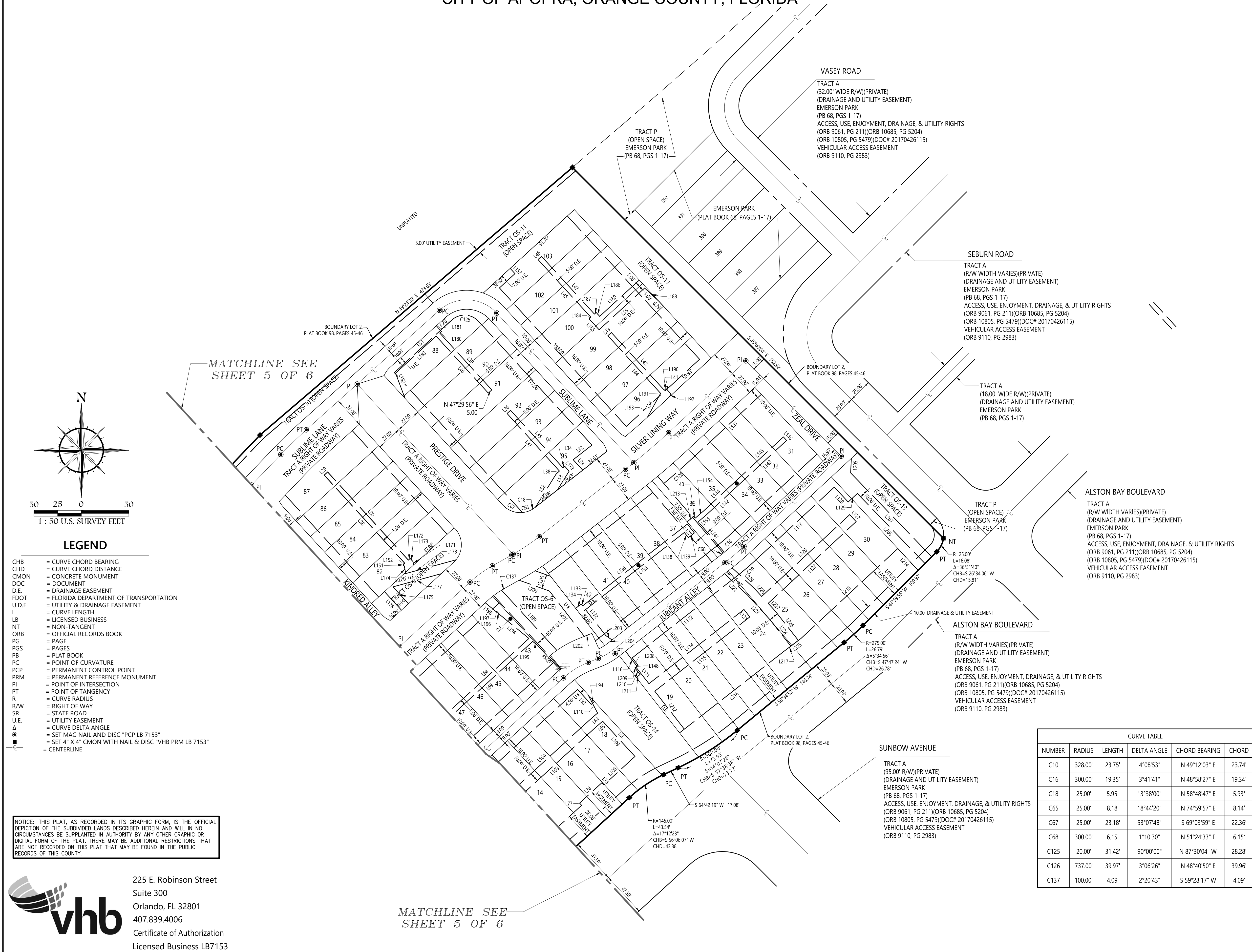
RESIDENCES AT EMERSON PARK

A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
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CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 6 OF 6

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BOOK

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LINE TABLE		
LINE #	BEARING	DISTANCE
L10	S 55°21'24" W	17.64'
L12	S 51°59'47" W	115.96'
L13	N 38°00'13" W	10.00'
L28	S 42°25'20" E	126.00'
L29	N 47°29'56" E	4.92'
L30	S 42°30'04" E	126.00'
L31	S 47°29'56" W	82.00'
L32	N 52°02'42" E	25.13'
L33	S 42°30'04" E	14.94'
L34	N 47°29'56" E	2.50'
L35	S 42°19'31" E	81.99'
L36	N 47°40'29" E	5.00'
L37	N 42°19'31" W	82.02'
L38	N 47°40'29" E	4.76'
L39	S 42°30'04" E	81.30'
L40	S 42°30'04" E	81.49'
L41	N 42°30'04" W	7.73'
L42	S 42°34'09" E	82.54'
L43	N 47°25'51" E	5.00'
L44	N 42°30'04" W	82.60'
L45	N 42°30'04" W	82.60'
L46	N 47°29'56" E	5.00'
L47	N 42°30'04" W	82.60'
L51	N 51°59'47" E	116.25'
L52	N 31°57'13" E	41.03'
L53	S 31°57'13" W	23.54'
L55	S 47°29'59" W	65.04'
L56	N 28°47'36" E	27.80'
L57	S 55°21'24" W	17.35'
L64	S 49°06'52" W	12.67'
L65	S 49°06'52" W	10.99'
L68	N 47°33'10" E	130.65'
L69	N 47°33'10" E	131.43'
L103	S 47°29'56" W	114.93'
L104	S 47°29'56" W	115.07'
L105	N 47°29'56" E	44.50'
L109	N 42°30'04" W	50.36'
L110	S 27°24'01" E	22.13'
L111	S 38°00'13" E	22.29'
L112	S 51°59'47" W	142.87'
L113	S 47°07'37" W	112.38'
L114	N 51°59'47" E	127.10'
L115	N 51°59'47" E	127.10'
L116	S 37°13'31" E	20.00'
L118	S 42°38'10" E	15.31'
L119	S 42°38'10" E	4.51'
L120	N 47°05'58" E	126.59'
L121	S 38°00'13" E	10.00'
L123	S 47°05'59" W	126.60'
L124	N 47°07'37" E	115.00'
L125	N 47°07'37" E	115.00'
L126	S 42°52'23" E	10.00'
L127	N 42°54'01" W	10.00'
L128	N 42°52'23" W	21.47'
L129	S 47°07'37" W	13.20'
L132	S 38°00'13" E	34.62'
L133	S 38°00'13" E	2.50'
L134	N 51°59'47" E	7.40'
L135	N 51°59'47" E	133.66'
L136	N 51°59'47" E	140.12'
L137	S 38°00'13" E	11.92'
L138	S 38°00'13" E	6.92'
L139	S 51°59'47" W	8.00'
L140	S 40°35'34" E	2.50'
L141	S 40°26'17" E	42.20'

LINE TABLE		
LINE #	BEARING	DISTANCE
L142	N 47°07'37" E	44.05'
L143	N 47°07'37" E	71.00'
L144	S 47°07'37" W	43.95'
L145	S 47°07'37" W	71.00'
L146	N 42°52'23" W	5.00'
L147	N 47°07'37" E	99.12'
L148	S 51°59'47" W	1.38'
L151	S 42°30'04" E	1.65'
L152	N 47°29'56" E	2.37'
L153	S 42°30'04" E	7.50'
L154	S 49°24'26" W	11.40'
L155	N 49°24'26" E	11.51'
L171	S 11°33'50" E	3.59'
L172	N 47°29'56" E	2.54'
L173	S 42°30'04" E	4.42'
L174	N 11°33'50" W	6.82'
L175	N 42°30'04" W	24.10'
L176	N 42°30'04" W	26.44'
L177	N 74°42'21" E	52.70'
L178	S 74°42'21" W	57.26'
L179	S 42°19'31" E	6.97'
L180	N 47°29'56" E	2.50'
L181	N 41°56'15" W	8.06'
L182	S 20°37'37" E	28.33'
L184	N 47°29'56" E	2.50'
L185	N 42°30'04" W	15.50'
L186	S 42°30'04" E	5.50'
L187	N 47°29'56" E	2.50'
L188	S 47°08'47" E	20.78'
L189	S 47°29'56" W	56.63'
L190	S 47°29'56" W	2.50'
L191	N 47°28'59" E	0.88'
L193	N 47°29'56" E	104.72'
L194	S 50°44'52" E	39.39'
L195	S 52°22'58" E	6.27'
L196	N 42°30'04" W	4.80'
L197	S 47°29'56" W	0.70'
L198	N 50°44'52" W	15.16'
L199	S 42°34'01" E	86.17'
L200	S 70°25'55" E	33.93'
L201	S 37°32'59" E	60.34'
L202	S 68°27'14" W	5.07'
L203	N 54°43'52" W	8.10'
L204	N 51°59'47" E	5.37'
L205	N 2°50'15" E	15.29'
L206	N 44°00'04" W	102.53'
L207	N 44°00'04" W	122.94'
L208	S 38°00'13" E	10.04'
L209	S 51°59'47" W	4.42'
L210	S 37°55'39" E	8.89'
L211	S 51°55'43" W	5.00'
L212	S 37°52'38" E	50.71'
L213	S 49°33'43" W	8.99'
L214	N 42°52'23" W	31.35'
L215	S 47°07'37" W	139.50'
L216	S 51°59'47" W	138.00'
L217	S 52°52'18" W	23.49'
L222	N 47°05'44" W	33.08'
L223	N 42°21'39" W	34.74'
L224	N 38°14'00" W	35.86'
L225	S 52°52'18" W	10.00'
L226	S 38°14'00" E	40.29'
L227	S 42°54'01" E	10.14'
L228	S 42°52'23" E	11.55'
L229	S 47°05'44" E	31.79'

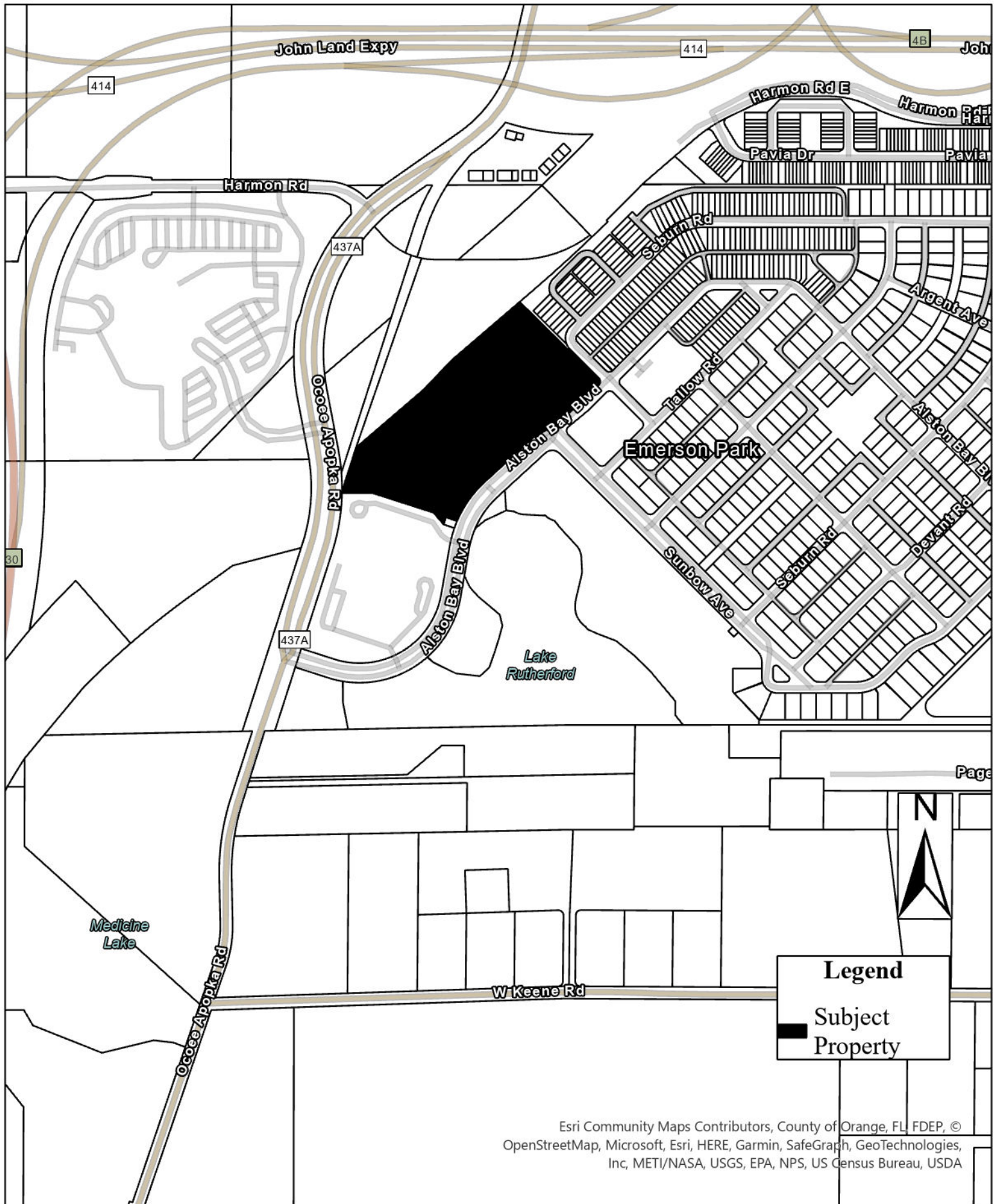
CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C10	328.00'	23.75'	4°08'53"	N 49°12'03" E	23.74'
C16	300.00'	19.35'	3°41'41"	N 48°58'27" E	19.34'
C18	25.00'	5.95'	13°38'00"	N 58°48'47" E	5.93'
C65	25.00'	8.18'	18°44'20"	N 74°59'57" E	8.14'
C67	25.00'	23.18'	53°07'48"	S 69°03'59" E	22.36'
C68	300.00'	6.15'	1°10'30"	N 51°24'33" E	6.15'
C125	20.00'	31.42'	90°00'00"	N 87°30'04" W	28.28'
C126	737.00'	39.97'	3°06'26"	N 48°40'50" E	39.96'
C137	100.00'	4.09'	2°20'43"	S 59°28'17" W	4.09'



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Licensed Business LB7153

MATCHLINE SEE
SHEET 5 OF 6

Vicinity



This instrument was prepared
by and should be returned to:

Matthew W. McMurtrey, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Dr.
Orlando, FL 32801

TEMPORARY CONSTRUCTION AND EMERGENCY ACCESS EASEMENT

This TEMPORARY CONSTRUCTION AND EMERGENCY ACCESS EASEMENT (this "Agreement") is made and granted this 24 day of May, 2022 (the "Effective Date") by **EMERSON PARK HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 6972 Lake Gloria Blvd. Orlando, FL 32809 ("Grantor"), to and in favor of **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company ("Grantee," and together with Grantor the "Parties"), whose address is 5200 Vineland Road, Suite 200 Orlando, FL 32811.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of the private roadway known as Alston Bay Boulevard, as legally described on Exhibit "A" attached hereto (the "Alston Bay Boulevard");

WHEREAS, Grantee is the current fee simple owner of that certain parcel of land located adjacent and contiguous to Alston Bay Boulevard, as more particularly described on Exhibit "B" attached hereto (the "Grantee Property");

WHEREAS, Grantee desires to construct a driveway, curb cut and other associated driveway improvements (collectively, the "Driveway Improvements") within a portion of Alston Bay Boulevard, as more particularly described on Exhibit "C" attached hereto (the "Easement Area"), which Driveway Improvements will connect a stabilized emergency access driveway situated within the Grantee Property to Alston Bay Boulevard for the purpose of providing emergency access from the Grantee Property to Alston Bay Boulevard; and

WHEREAS, the purpose of this Agreement is to (i) provide a temporary construction easement to Grantee for the purpose of allowing Grantee to construct the Driveway Improvements, and (iii) provide a permanent emergency access easement only over Alston Bay Boulevard for the benefit of the Grantee Property and the City of Apopka, Florida (the "City").

NOW, THEREFORE, for the sum of One Dollar (\$1) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct, incorporated into this Agreement by this reference.

2. Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee, a temporary, non-exclusive construction easement (the "Construction Easement") on, over, under, through and across the Easement Area for the purpose of allowing Grantee's installation of the Driveway Improvements. The Construction Easement shall include the right of ingress and egress over the Alston Bay Boulevard as reasonably necessary for the exercise of the rights granted by the Construction Easement. Grantee shall, at its sole cost and expense, (i) obtain all necessary permits and approvals for the construction of the Driveway Improvements, and (ii) construct the Driveway Improvements in accordance with all applicable laws, rules, regulations and requirements ("Applicable Laws"). The Construction Easement shall automatically terminate and be of no further force and effect upon the completion of the construction of the Driveway Improvements, as evidenced by a certificate of completion for the completion of the Driveway Improvements.

3. Grant of Emergency Access Easement. Grantor hereby grants to Grantee, the City, their agents, employees, representatives, successors and assigns, and the City's emergency and law enforcement vehicles and personnel, a permanent, non-exclusive easement on, over, through and across Alston Bay Boulevard for the purpose of providing emergency ingress and egress to and from the Grantor Property, together with the right to enter upon Alston Bay Boulevard for the purpose of maintaining, repairing and replacing the Driveway Improvements (the "Emergency Access Easement"). Grantee shall, at its sole cost and expense, maintain, repair and replace the Driveway Improvements situated within the Easement Area.

4. Notice. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be given by either personal delivery which shall be effective upon delivery, by express mail delivery which guarantees next day delivery and shall be effective the day after delivery to such express mail company, or by U.S. registered or certified mail, which shall be effective two days after mailing, at the addresses set forth in the preamble of this Agreement:

5. Indemnification. Grantee shall indemnify Grantor for any and all claims of personal injury or property damage related to any construction activity of the Grantee during the course and use of the Construction Easement. Any and all claims made related to the maintenance or condition of the Easement Area shall be the responsibility of the Grantee, and Grantee shall indemnify Grantor for: (i) any and all claims made against Grantor for the negligence of Grantee arising out of the activities of the Grantee in connection with its use of the Construction Easement or Emergency Access Easement, or (ii) the negligent maintenance of the Easement Area by Grantee. Notwithstanding the foregoing, Grantee shall not be responsible for indemnifying the Grantor for any intentional acts of third parties or Grantor, or any gross negligence attributable to third parties or Grantor.

6. Purpose. The rights granted herein to Grantee are solely for the purpose of the Construction and for no other purpose and shall not be construed to grant the general public any rights or privileges.

7. Covenants Running with the Land. The provisions, agreements, rights, powers, covenants, conditions, and obligations contained in this Agreement shall be binding upon the Parties, and each of their respective successors and assigns, and each of their respective guests, tenants, and invitees, and all other persons acquiring any interest in any property described herein or any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the owners of such properties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, tenants, and all other persons claiming by, through or under them. All of the provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law. Any transferee of all or any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement with respect to the property so conveyed except liability with respect to matters that may have arisen during its period of ownership of the property so conveyed.

8. Successors and Assigns. All the terms of this Agreement whether so expressed or not, shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

9. Attorneys' Fees. In the event of any dispute concerning the performance, interpretation or enforcement of the terms, covenants, obligations or conditions hereof, the prevailing party in any action or proceeding resulting therefrom shall be entitled to recover from the non-prevailing party or parties its reasonable attorneys' fees and paralegals' fees, costs and expenses, including without limitation all attorneys' paralegals' fees, costs and expenses incurred before trial, at trial, upon all appellate levels and in any administrative, mediation, arbitration or bankruptcy proceedings.

10. Amendments. The provisions of this Agreement set forth the entire agreement among the Parties with respect to the subject matter thereof and may not be changed, amended, or modified except by an instrument in writing, executed by Grantor and Grantee.

11. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

12. Number and Gender. Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

13. Property Development Agreement: Grantee acknowledges and agrees that, by virtue of Grantee's ownership of the Grantee Property, it is subject to the terms of that certain Property Development Agreement, recorded on August 30, 2018 as Document No. 20180518925, Public Records of Orange County, Florida.

14. Entire Agreement. This Agreement sets forth the entire agreement between Grantee and Grantor relating to the subject matter herein, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

15. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

16. Miscellaneous. This Agreement shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, said Grantor and Grantee have made and executed this Agreement on the date first written above.

WITNESSES:

Akira Holman
Aks Holman

Printed Name

Tracey Buckner
Tracey Buckner

Printed Name

GRANTOR:

EMERSON PARK HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit

By: [Signature]

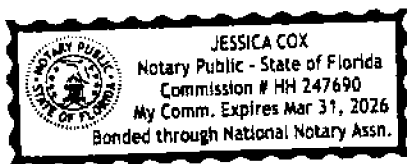
Name: Kevin Lodge

Title: President- Emerson Park HOA

STATE OF Florida
 COUNTY OF Seminole

The foregoing instrument was acknowledged before me ☒ / by means of online notarization is ☐ this 24 day of May, 2022, by Kevin Lodge as President of Emerson Park Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of said corporation, who is ☒ personally known to me or ☐ who has produced _____ as identification.

(NOTARY SEAL)



[Signature]
 Notary Public Signature

Jessica Cox
 (Name typed, printed or stamped)

Notary Public-State of Florida
 Commission No.: HH 247690
 My Commission Expires: Mar. 31, 2026

WITNESSES:

Kelly Thomas

Kelly Thomas
Printed Name

Achal Aggarwal

Achal Aggarwal
Printed Name

GRANTEE:

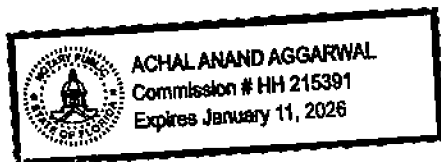
PARK SQUARE ENTERPRISES, LLC, a
Delaware limited liability company

By: Braham Aggarwal
Name: Braham Aggarwal
Title: Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me before me ☒ / by means of online notarization is ☐ this 1st day of June, 2022, by Braham Aggarwal, as Manager of **Park Square Enterprises, LLC**, a Delaware limited liability company, on behalf of said company, who is ☒ personally known to me or ☐ who has produced as identification.

(NOTARY SEAL)



Achal Aggarwal

Notary Public Signature

Achal Aggarwal

(Name typed, printed or stamped)

Notary Public-State of Florida
Commission No.: HH 215391
My Commission Expires: 1/11/2026

Exhibit A

Alston Bay Boulevard

Tract A, EMERSON PARK, according to the Plat thereof, as recorded in Plat Book 68, Page 1 of the Public Records of Orange County

Exhibit B

Grantee Property

Lot 2, EMERSON PARK TRACT G REPLAT, according to the Plat thereof, as recorded in Plat Book 98, Pages 45 and 46 of the Public Records of Orange County

Exhibit C

Easement Area

A portion of Tract A, EMERSON PARK, according to the Plat thereof as recorded in Plat Book 68, Page 1 of the Public Records of Orange County, Florida. Said parcel being more particularly described as follows:

COMMENCE at the northeast corner of Lot 2 of EMERSON PARK TRACK G REPLAT, according to the Plat thereof as recorded in Plat Book 98, Page 45, also being the westerly boundary line of said Tract A; thence the following courses along the westerly boundary line of said Tract A, being a point on a non-tangent curve concave northwesterly, having a radius of 25.00 feet and a central angle of 36° 51' 40"; thence along the arc of said curve a distance of 16.08 feet to the point of tangency; thence South 44° 59' 56" West, 109.97 feet to the point of curvature of a curve to the right, having a radius of 275.00 feet and a central angle of 5° 34' 56"; thence along the arc of said curve a distance of 26.79 feet to the point of tangency thence South 50° 34' 52" West, 145.74 feet to the point of curvature of a curve to the right, having a radius of 300.00 feet and a central angle of 12° 30' 33"; thence along the arc of said curve a distance of 65.50 feet to the POINT OF BEGINNIG; thence leaving the westerly boundary line of said Tract A, run South 26° 54' 34" East, 13.03 feet to a point on a non-tangent curve concave southeasterly, having a radius of 130.00 feet and a central angle of 14° 06' 20"; thence along the arc of said curve a distance of 32.00 feet; thence North 27° 48' 43" West, 18.14 feet to a point on the aforementioned westerly boundary line of said Tract A, being a point on a non-tangent curve concave southeasterly, having a radius of 145.00 feet and a central angle of 2° 31' 01"; thence the following courses along the westerly boundary line of said Tract A and the arc of said curve a distance of 6.37 feet to the point of tangency; thence North 64° 42' 19" East, 17.08 feet to the point of curvature of a curve to the left, having a radius of 300.00 feet and a central angle of 1° 36' 53"; thence along the arc of said curve a distance of 8.45 feet to the POINT OF BEGINNIG.

Said parcel contains 475 square feet or 0.01 acres, more or less.