

APOPKA DEVELOPMENT REVIEW COMMITTEE AGENDA

January 31, 2024 9:00 AM

Apopka City Hall Council Chambers

SPECIAL EVENTS

1. Orange Blossom Jazz Festival - Apopka Amphitheater - 3710 Jason Dwelley Parkway - March 29, 2024, 9:00 Am - 9:00 PM
2. Anti-Hackathon - Apopka Amphitheater - 3710 Jason Dwelley Parkway - April 21, 2024, 10:00 AM - 5:00 PM
3. Market on Fifth Street - 5th Street in Downtown Apopka - Every Friday (except major holidays), 5:00 PM - 10:00 PM
4. Apopka Spring Craft and Food Festival - Kit Land Nelson Park -10 North Forest Avenue -February 10, 2024, April 13, 2024 and May 18, 2024, 11:00 AM - 4:00 PM.

FUTURE LAND USE AMENDMENT

1. Leon Property - Small Scall Future Land Use (SSFLU), 3rd Submittal

REZONING

1. Leon Property - Rezoning, 3rd Submittal
2. Lee Terrace - Planned Development (PD) Agreement Amendment, 1st Submittal

SITE PLAN:

CONSTRUCTION SITE PLAN

1. 229 East 5th Street - Construction Site Plan (CSP), 2nd Submittal
2. Mid-Florida South Logistics Park - Construction Site Plan Revision (CSP Revision), 1st Submittal

SUBDIVISION:

CONSTRUCTION SITE PLAN

1. Lauel Oaks Single Family - Construction Site Plans Revision (CSP Revision), 2nd Submittal

DISCUSSION

1. Avian Pointe, B2 Phase 1 - Revised Exhibit

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2)

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

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



Special Event Permit Application

A completed Special Event Permit application is required for all events with the City of Apopka. All events will be reviewed by our Development Review Committee for approval. The City of Apopka has the exclusive right to permit or deny an individual or organization facility use.

Once we have the complete special event application we will schedule for review and approval. Please note this may take time, as we suggest that all applications submitted at least 60 to 90 days prior to the event.

Incomplete applications will not be reviewed. After approval, an estimation of fees forms for your event based on the application and the approval is applicable.

Lexi Lahendro – Events Coordinator

events@apopka.net

407-703-1812

You must submit all required documents with your application.

Special Event Permit Application Checklist

Remember, we suggest that all applications submitted at least 60-90 days prior to the event.

Please review this checklist and make sure you have the items requested below available during this application process.

- Completed Special Event Permit Application
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing
- All renters and vendors must have a listing with the Florida Department of State Division of Corporations. Visit www.sunbiz.org for more information about the process of registering a business.
- All businesses must also must submit a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.

Applicant must be present for duration of event.

Organization Name

Apopka High School Band

Name of Applicant	Jeremy Langford
Mailing Address	555 Martin St
City	Apopka
State	FL
Zip Code	32712
Cell Phone	352-267-3818
Email	jeremy.langford@ocps.net
Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?	Yes
State of Florida Tax ID Number	85-8012622264C-6

A copy of your 501C3 non-profit certificate is required for non-profit status. Other-wise taxes will be charged.

Please attach a copy of your 501C3 non-profit certificate



OCPS Tax Exempt Certificate.pdf

Please attach a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.



OCPS Tax Exempt Certificate.pdf

Name of the Event	Orange Blossom Jazz Festival
Date(s) of the Event	March 29th, 2024
Hours of the Event	9 AM - 9 PM
Location of the Event	Amphitheater
Does the location of the event take place on Public or Private Property?	Yes
Anticipated attendance:	1000
Briefly describe the event and all activities that will occur during the event:	Jazz Festival for Middle and High School Jazz Bands from throughout Florida. This event will also feature two collegiate jazz ensembles (UCF/UNF) as headliners for the event.
Event Category	Festival/Celebration
Are there flyers or advertisements for this event?	No
Additional Event Information	Marketing info and flyers are being created now and shared with the city once completed.
Will there be admission fees to your event?	No

Will you be serving alcohol?	No
Is your event open to the public?	Yes
Does your event include food concession?	Yes
Do you intend to have food trucks at your event?	No
Will there be merchandising vending at your event?	Yes

How many vendors? 1

Will they need electric?	Yes
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Additional fees apply for electric use.

Will you be hiring a private security company for the event?	No
Do you require overnight security?	No
Are there musical entertainment features related to your event?	Yes

Please attach a list of all stage performance schedules.

Will amplified sound be used during the event?	Yes
Will any streets be closed or will the flow of traffic be affected by the event?	No
Does your event include the use of tents?	Yes

Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents? TBD

Will inflatables be used at your event?	No
Will your event include any fireworks or pyrotechnics?	No

Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date 03/28/2024

Start Time	5:00 PM (EST)
End Time	10:00 PM (EST)

Event Dates

Date	03/29/2024
Start Time	9:00 AM (EST)
End Time	9:00 PM (EST)

Take Down/Load Out

Date	03/29/2024
Start Time	9:00 PM (EST)
End Time	11:00 PM (EST)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant	Jeremy Langford
Title of Applicant	Band Director, Apopka High
Date Submitted	01/18/2024

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform

contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.

- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as turning the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant	Jeremy Langford
Title of Applicant	Band Director
Sponsoring Organization Name	Apopka High School



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012622264C-6	04/30/2015	04/30/2020	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ORANGE COUNTY SCHOOL BOARD
445 W AMELIA ST
ORLANDO FL 32801-1129

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. ~~This exemption applies only to purchases your organization makes. The sale or lease to others of tangible~~ personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



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Lexi Lahendro – Events Coordinator
events@apopka.net
407-703-1812

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- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
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- Copies of flyers and advertisements.
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- All businesses must also must submit a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.

Applicant must be present for duration of event.

Organization Name	All Points Investigation, LLC		
Name of Applicant	Christopher Salgado		
Mailing Address	3030 N Rocky Point Rd, Suite # 150		
City	Tampa		
State	FL		
Zip Code	33067		
Cell Phone	408-365-4144		
Email	csalgado@allpointsinv.com		
Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?	No		
State of Florida Tax ID Number	83-4054952		
Please attach a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.	 Tampa Business Tax Receipt.pdf		
Name of the Event	Anti-Hackathon		
Date(s) of the Event	4/21/2024		
Hours of the Event	10:00 AM - 5:00pm		
Location of the Event	Apopka Amphitheater		
Does the location of the event take place on Public or Private Property?	Yes		
Anticipated attendance:	100		
Briefly describe the event and all activities that will occur during the event:	A fun, family friendly event geared towards protecting people against scams and hackers. There will be games, speakers, and vendors all teaching how to keep oneself, families, and companies safe from cyber threats. There will be food trucks as well as music.		
Event Category	Other		
Please specify	Privacy event		
Are there flyers or advertisements for this event?	No		
Will there be admission fees to your event?	Yes		
Will you be serving alcohol?	No		
Is your event open to the public?	Yes		

Does your event include food concession?	No
Do you intend to have food trucks at your event?	Yes
How many?	10
Will there be merchandising vending at your event?	Yes
How many vendors?	10
Will they need electric?	No
Will you be hiring a private security company for the event?	No
Do you require overnight security?	No
Are there musical entertainment features related to your event?	Yes

Please attach a list of all stage performance schedules.

Please attach a list of all stage performance schedules.



Speaker Schedule.docx

Will amplified sound be used during the event?	Yes
Will any streets be closed or will the flow of traffic be affected by the event?	No
Does your event include the use of tents?	Yes

Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents? Typically 10 x 10

Will inflatables be used at your event?	No
Will your event include any fireworks or pyrotechnics?	No

Layout map for event



Anti-Hackathon Layout.docx

Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date	04/21/2024
Start Time	7:00 AM (EST)
End Time	10:00 AM (EST)

Event Dates

Date	04/21/2024
Start Time	10:00 AM (EST)
End Time	5:00 PM (EST)

Take Down/Load Out

Date	04/21/2024
Start Time	5:00 PM (EST)
End Time	8:00 PM (EST)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant	Christopher Salgado
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Title of Applicant	CEO / Owner
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Date Submitted	01/11/2024
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- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

Please provide a copy of your certificate of insurance.



EH-771323-L3652853 - Proposal (1).pdf

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REQUIREMENTS

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- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations

aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.

- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant

Christopher Salgado

Title of Applicant

Owner / CEO

Sponsoring Organization Name

All Points Investigations, LLC

Speakers and DJ will be on at a various times from 10 am until 5 pm

A more defined schedule will be available closer to the event.

Receipt # 1516556		Control No. 1014448	
For Period Commencing JULY 1ST, 2023		and ending September 30, 2024	
Total: 125.76		Dated 01/11/2024	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
042200	PRIVATE INVSTGTV AGENCY	\$115.76	
993000	ADMIN HANDLING FEE	\$10.00	
Business Name and Address		Business Name and Location	
ALL POINTS INVESTIGATIONS LLC		ALL POINTS INVESTIGATIONS LLC	
3030 N. ROCKY POINT DRIVE STE 150		3030 N ROCKY POINT DR SUITE 150	
TAMPA FL 33607		TAMPA FL 33607	

2024
CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: WEB

Event General Liability Insurance

Proposal

Payment Outstanding

PROPOSAL NUMBER
3652853
PREPARED ON
01/09/2024
PRICING VALID UNTIL
01/16/2024 (7 days)

PREPARED FOR All Points Investigations LLC 3030 N Rocky Point Dr W, 150, Tampa, FL 33607 Phone: 4083654144 Email: csalgado@allpointsinv.com		LICENSED AGENT CF Insurance Services Inc Apopka, FL 32703 Phone: 4078847843 Email: jond@ins4fl.com	
PROPOSAL CREATED BY CF Insurance Services Inc Apopka, FL 32703 Phone: 4078847843 Email: jond@ins4fl.com		INSURED BY Lloyds Syndicate 2623 NAIC AA-1128623 82% Lloyds Syndicate 623 NAIC: AA-1126623 18% Rating: A.M. BEST A(Excellent) XV	
COVERAGE LIMITS Each Occurrence (Includes Bodily Injury and Property Damage) \$1,000,000 Damage to Rented Premises \$100,000 Personal & Advertising Injury \$1,000,000 Products / Completed Operations Aggregate \$2,000,000 General Aggregate \$2,000,000 Medical Payments \$5,000 Liquor Liability Host Included Waiver of Subrogation Not Included Primary & Non-Contributory Not Included Additional Insured(s) Included Hired & Non-Owned Auto Not Included Deductible \$1,000		POLICY COVERAGE INTENT This is just a brief overview, see policy for exact coverage. Property Damage Coverage for your rented Event Locations. Bodily Injury Coverage for your Event Attendees. Protection from Property Damage & Bodily Injury Lawsuits. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit COST BREAKDOWN Premium \$220.80 Stamping Fees \$0.17 Tax \$10.92 Policy Fee \$69.11 Risk Purchasing Group Membership Cost \$0.00 Broker Fee: \$50.00 Outstanding Policy Cost \$351.00	
EVENT DETAILS Where is your event? FL Total days of coverage you need? 1 Estimated total attendance? 300 Country Festivals and Fairs - No Rides		APPLICATION QUESTIONS See Application Summary Document	
COVERAGE TERM 04/21/2024			
ADDITIONAL INSUREDS (SHOWING 1 OF 1) City of Apopka Jason Dwelley Amphatheater 3710 Jason Dwelley Pkwy Apopka, FL 32712			

Event General Liability Insurance Proposal

Payment Outstanding

PROPOSAL NUMBER
3652853
PREPARED ON
01/09/2024
PRICING VALID UNTIL
01/16/2024 (7 days)

If I choose to cancel my general liability policy, I will be subject to a refund fee of \$69.11, the full Administration Charge on my policy. In the very unlikely case our policy form and coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price. No refunds will be issued after the commencement of the policy period. [See full refund policy.](#)

I agree to and understand the terms and conditions of my policy(s).

I confirm that none of the excluded event types or services will be provided by the insured on this policy.

I understand injuries to athletic/sporting participants, performers/crews and volunteers will not be covered by this policy.

I understand there is no coverage for any losses due to any communicable disease such as Coronavirus disease (COVID-19).

NOTICE TO THE APPLICANT

No fact, circumstance or situation indicating the probability of a Claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or organization(s) proposed for this insurance other than that which is disclosed in this application. It is agreed by all concerned that if there is knowledge of any such fact, circumstance or situation, any Claim subsequently emanating there from shall be excluded from coverage under the proposed insurance.

For the purpose of this application, I declare that to the best of my knowledge and belief, after reasonable inquiry, the statements in this application and in any attachments, are true and complete. Underwriting Managers or the Company are authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the Applicant to purchase the insurance.

If the information in this application and any attachment materially changes between the date this application is signed and the effective date of the policy, I will promptly notify the underwriter, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

This is a Claims-made policy with a 24 Month Extended Reporting Period. I have 2 years from the policy expiration date to submit claims in writing to the insurance company.

INSURANCE FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions, and subjects the person to criminal and civil penalties.

[Click here for STATE-SPECIFIC FRAUD WARNING STATEMENTS](#)

Please review [SAMPLE POLICY](#) here

TERMS AND CONDITIONS

A. I warrant to the Company, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy.

B. I confirm that I understand that this policy excludes coverage for: any Person while Practicing for or Participating in a Demonstration, Show, Competition, Contest or Athletic Event; Animal Exposures; Assault & Battery; Auto Exposures; Communicable Diseases; Cyber Acts, Incidents or Data Breaches; Explosives; Firearms; Golf Carts; All Terrain Vehicles (ATV); Utility Vehicles (UTV); Unmanned Aircraft

C. I confirm that there will be no Mosh Pits or Fireworks/Pyrotechnics (Sparkler acceptable) of any kind.

D. I understand there is no coverage for water activities, amusement devices, inflatables, rides or animals (classified animal event removes animal exclusion). This does not mean I cannot have them at my event, it means this policy will exclude coverage for water activities, amusement devices, inflatables, rides or animals. This policy will not cover any athletic or sports participants, employees, volunteers, or individuals compensated by the insured.

E. I understand that the event types under "EXCLUDED EVENT TYPES" are excluded from this policy.

EXCLUDED EVENT TYPES & ACTIVITIES

Activist Rallies, Marches or Literature Distribution; Airshow or Aircraft Events; Any and all Animals; Event or Show that runs past 2:00am; Event or Show at an exotic / adult venue; Event or Show with exotic / adult dancers present; Events with fire performers; Armed, Non-Armed or Private Security; Bicycle Rallies, Races, and Events; Boat Shows (on the water); Body Piercing or Tattooing services including but not limited to the insertion of pigment, collagen or any other foreign substance into or under the skin; Bonfires; Bounce Houses; Bungee Jumping; Cannabis Related Events; Childcare; Circuses; Color or Foam Parties; Concerts - Not otherwise classified; Concerts with Rap, Hip Hop, Heavy Metal, Ska, Punk, or similar types of music; Evangelistic Events with Faith Healing or Similar Activities; Events with Known Attendance Prior to the Events Greater than 5,000 People; Events or Shows promoted as Trance type music shows; Events or Shows taking place at secret venues; Film Production; Fireworks (Sparklers Acceptable); Food Eating Contests; Fraternity Events; Go Kart Races; Grad Night; Gun and/or Knife Shows; Haunted Houses/Attractions; Hang gliding/SkyDiving; Hay Rides; Heads of State Events; Hot Air Balloon Rides/Events; Hypnotist; In or On Water Activities; Inflatables; Instructional Classes - Driver Education, Flying or Health; Laser Tag; Luge; Mechanical Amusement Devices Including Mechanical Bulls & Amusement Devices; Mosh Pits; Motorsports; New Years Party (open to Public/not by invite only); Night Club Shows; Overnight Camping and Retreats; Paintball; Parachuting; Parades; Parasailing; Political Events or Rallies; Professional Sports; Pumpkin Chunkin Events; Pyrotechnic show, Flash boxes, or Laser light production; Raves or Rave Like Events or Shows; Reality TV Shows; Record Signings in Stores; Renaissance Fairs/Festivals; Re-Enactments; Rodeo and Roping Events; Roller Coasters/Sky Coasters; Rummage Sales - Other than for Charities; Skateboarding; Roller Derby; Roller Skating Events; Ski Events; SkyDiving; Slam Dancing; Sorority Events; Squat Parties; Swap Meets/Flea Markets; Swimming and Pool Facilities; Tai gating Events; Temporary Grandstands; Tobogganing; Tractor Pulls; Trampolines; Triathlons; Wall Climbing; War Games/Re-enactments; Water Events; Water Slides

F. I am hereby notified that my policy will terminate effective no later than the date and time of its expiration. I have no right of automatic renewal and additional coverage will require application with no guarantee of approval or policy issuance.

CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

[Click here for STATE-SPECIFIC NOTICES](#)

Licensed Agent in all 50 states: Will Maddux





Special Event Permit Application

A completed Special Event Permit application is required for all events with the City of Apopka. All events will be reviewed by our Development Review Committee for approval. The City of Apopka has the exclusive right to permit or deny an individual or organization facility use.

Once we have the complete special event application we will schedule for review and approval. Please note this may take time, as we suggest that all applications submitted at least 60 to 90 days prior to the event.

Incomplete applications will not be reviewed. After approval, an estimation of fees forms for your event based on the application and the approval is applicable.

Lexi Lahendro – Events Coordinator
events@apopka.net
407-703-1812

You must submit all required documents with your application.

Special Event Permit Application Checklist

Remember, we suggest that all applications submitted at least 60-90 days prior to the event.

Please review this checklist and make sure you have the items requested below available during this application process.

- Completed Special Event Permit Application (Online Form or print form can be requested at events@apopka.net).
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing
- All renters and vendors must have a listing with the Florida Department of State Division of Corporations. Visit www.sunbiz.org for more information about the process of registering a business.
- All businesses must also submit a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.

Applicant must be present for duration of event.

Briefly describe the event and all activities that will occur during the event:

Indulge in the vibrant atmosphere of our weekly Farmers Market on 5th Street in Downtown Apopka, every Friday evening from 5-10 PM. Spanning both sides of the street between Halls on Feed and the nearest entrance to the public parking lot just before Farm City, our strategic setup ensures minimal disruption to events at the VFW or activities at Farm City.

Featuring 50+ vendors, our market showcases a curated selection of local farm-fresh delights from the Central Florida region. We go beyond traditional offerings by inviting a carefully chosen group of Makers, Artists, and Musicians to infuse the night market with creativity and color.

Adding to the experience, local restaurants will showcase their on-the-go dishes, providing a delicious opportunity to promote their establishments and further elevate the culinary scene in Apopka. Join us for an evening of community, culinary delights, and creativity at our Farmers Market on 5th Street.

Event Category

- Other

Please specify

Farmers Market

Are there flyers or advertisements for this event?

No

Additional Event Information

Propagate Social House is proud to host this event. With a successful track record of curating and running our monthly Farmers Market for over a year, we're excited to expand our reach to include all downtown neighbors. To foster inclusivity, we're rebranding the event as "Market On Fifth Street." This change reflects our commitment to creating an event that is welcoming and engaging for all members of our vibrant community.

Will there be admission fees to your event?

No

Will you be serving alcohol?

No

Is your event open to the public?

Yes

Does your event include food concession?

Yes

Do you intend to have food trucks at your event?

Yes

How many?

2

Will there be merchandising vending at your event?

No

Will they need electric?

No

Will you be hiring a private security company for the event?

No

Do you require overnight security?

No

Are there musical entertainment features related to your event?

No

Will amplified sound be used during the event?

No

Will any streets be closed or will the flow of traffic be affected by the event?

Yes **NO**

Please indicate the road names

~~5th Street between Park Ave and Central Ave~~

event will be held in 5th St. lot. Pls see attached updated map

Does your event include the use of tents?

Yes

Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents?

10x10

Will inflatables be used at your event?

No

Will your event include any fireworks or pyrotechnics?

No

Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date

02/02/2024

Start Time

3:00 PM (EST)

End Time

4:30 PM (EST)

Event Dates

Date

02/02/2024

Start Time

5:00 PM (EST)

End Time

10:00 PM (EST)

Take Down/Load Out

Date

02/02/2024

Start Time

10:00 PM (EST)

End Time

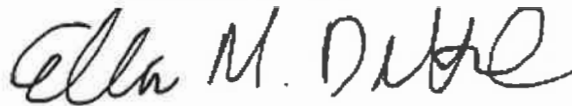
11:00 PM (EST)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant Ella Duke

Title of Applicant Owner

Date Submitted 01/04/2024

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.

- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.
- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant

Ella Duke

Title of Applicant

Owner

Sponsoring Organization Name

Apopka Chamber of Commerce



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
CO-PACKING USA LLC

Filing Information

Document Number	L19000086478
FEI/EIN Number	83-4316808
Date Filed	03/28/2019
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	08/20/2019
Event Effective Date	NONE

Principal Address

40 E 5th St
Apopka, FL 32703

Changed: 05/01/2023

Mailing Address

40 E 5th St
Apopka, FL 32703

Changed: 05/01/2023

Registered Agent Name & Address

VASS, JOANNA T
40 E 5th St
Apopka, FL 32703

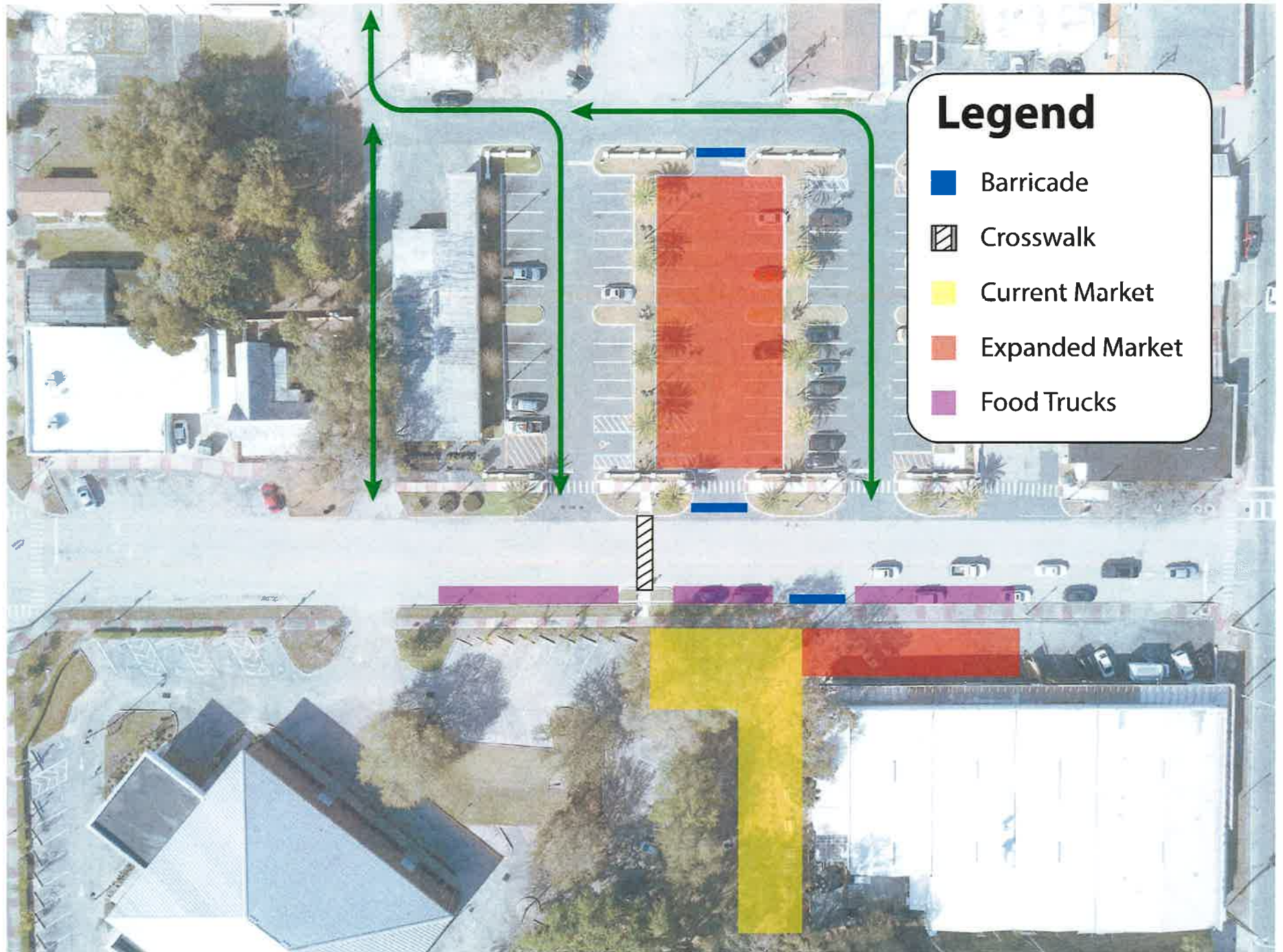
Address Changed: 05/01/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

VASS, JOANNA T
608 S SUMMER_LIN AVE
ORLANDO, FL 32806



Title AMBR

FONNER, MICHAEL A
608 S SUMMERLIN AVE
ORLANDO, FL 32806

Title AMBR

DUKE, GABRIELA M
608 S SUMMERLIN AVE
ORLANDO, FL 32806

Title AMBR

KLEINRICHERT, JEROME J
608 S SUMMERLIN AVE
ORLANDO, FL 32806

Annual Reports

Report Year	Filed Date
2021	04/26/2021
2022	05/01/2022
2023	05/01/2023

Document Images

05/01/2023 -- ANNUAL REPORT	View image in PDF format
05/01/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
08/20/2019 -- LC Amendment and Name Change	View image in PDF format
03/28/2019 -- Florida Limited Liability	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	FAX (A/C, No):
INSOCIAL RISK ADVISORS	PHONE (A/C, No, Ext):	
283 S STATE ST STE 102	E-MAIL ADDRESS:	
WESTERVILLE OH 43081-2267	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Nationwide General Insurance Company	23760
Co Packing USA, LLC	INSURER B:	
Propagate Social House	INSURER C:	
40 E 5TH ST, APOPKA, FL 32703	INSURER D:	
Apopka FL 32703	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY E-F (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☒ LOC OTHER:			ACP BP01 3220375063	05/05/2023	05/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SC-HEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	BPP			ACP BP01 3220375063	05/05/2023	05/05/2024	LIMIT 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liquor liability coverage is provided under the above listed businessowners policy - \$1,000,000 each common cause / \$2,000,000 aggregate.

CERTIFICATE HOLDER	CANCELLATION
The City of Apopka 120 E Main St. Apopka FL 32703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JUSTIN BUREN

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CITY OF APOPKA - RESTAURANT/CAFE/DELI/SNACK BAR

CITY OF APOPKA
120 E MAIN ST
APOPKA, FL 32703
407-703-1712

License Id: 24-02560 **Issued Date:** 09/30/23
Effective Date: 10/01/23 **Expiration Date:** 09/30/24
License Type: RESTAURANT/CAFE/DELI/SNACK BAR
L19000086478
G21000039200

Business Name: PROPAGATE SOCIAL HOUSE

Business Location: 40 E 5TH ST

Conditions:

DBPR SEA5815306 EXP 04/01/2024

BEV5813923 EXF 09/30/2024

Description

RESTAURANT/CAFE/DELI



****Please note that this is verification that you have paid your City of Apopka business tax. This does not give you permission to operate your business.****

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

Name of Applicant	abby hurwitz
Mailing Address	4300 w lake mary blvd #305
City	lake mary
State	fl
Zip Code	32746
Cell Phone	5613017930
Email	specialtypopupevents@gmail.com
Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?	No
State of Florida Tax ID Number	825326331
Please attach a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.	 20240123-0936.pdf
Name of the Event	apopka spring craft and food fest
Date(s) of the Event	2/10, 4/13, 5/18
Hours of the Event	11am-4pm
Location of the Event	kit land nelson park
Does the location of the event take place on Public or Private Property?	Yes
Anticipated attendance:	350
Briefly describe the event and all activities that will occur during the event:	a small business craft and food fest, open to the public
Event Category	• Street Festival
Are there flyers or advertisements for this event?	No
Will there be admission fees to your event?	No
Will you be serving alcohol?	No
Is your event open to the public?	Yes
Does your event include food concession?	No
Do you intend to have food trucks at your event?	Yes
How many?	3

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date 02/10/2024
Start Time 9:00 AM (EST)
End Time 11:00 AM (EST)

Event Dates

Date 02/10/2024
Start Time 11:00 AM (EST)
End Time 4:00 PM (EST)

Take Down/Load Out

Date 02/10/2024
Start Time 4:00 PM (EST)
End Time 5:00 PM (EST)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant abby hurwitz

Title of Applicant ceo

Date Submitted 01/22/2024

Will there be merchandising vending at your event?	Yes
How many vendors? 35	
Will they need electric?	No
Will you be hiring a private security company for the event?	No
Do you require overnight security?	No
Are there musical entertainment features related to your event?	No
Will amplified sound be used during the event?	No
Will any streets be closed or will the flow of traffic be affected by the event?	No
Does your event include the use of tents?	Yes

Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents? 10x10

Will inflatables be used at your event?	No
Will your event include any fireworks or pyrotechnics?	No

Layout map for event



Date/Time (on site load in and load out)

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

Please provide a copy of your certificate of insurance.



GL_ACORD_CityofApopka_01_22_2024_P100282432-1574269650756.PDF

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event



DIVISION of
CORPORATIONS
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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
SPECIALTY POP UP EVENTS, LLC

Filing Information

Document Number L18000098798
FEI/EIN Number 82-5326331
Date Filed 04/19/2018
State FL
Status ACTIVE

Principal Address

2901 CLINT MOORE RD. #194
BOCA RATON, FL 33496

Mailing Address

2901 CLINT MOORE RD. #194
BOCA RATON, FL 33496

Registered Agent Name & Address

UNITED STATES CORPORATION AGENTS, INC.
476 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

Address Changed: 02/18/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

HURWITZ, JASON
2901 CLINT MOORE RD. #194
BOCA RATON, FL 33496

Annual Reports

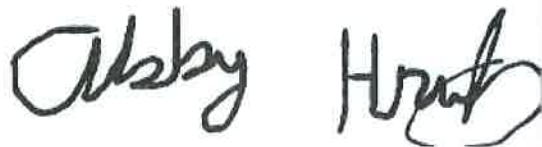
Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.

- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant

abby hurwitz

Title of Applicant

ceo

Sponsoring Organization Name

specialty pop up events



PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/24

SPECIALTY POP UP EVENTS LLC
3801 W LAKE MARY BLVD #129
LAKE MARY, FL 32746

Account #: 218832

NOT REGULATED

ADAM J HURWITZ (OFFICER)

Receipt #: 50272024012300217

Amount Paid: \$ 25.00

Date Paid: 01/23/2024

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

SPECIALTY POP UP EVENTS LLC
3801 W LAKE MARY BLVD #129
LAKE MARY, FL 32746



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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Annual Reports



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WWW.SEMINOLECOUNTY.TAX

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SPECIALTY POP UP EVENTS LLC
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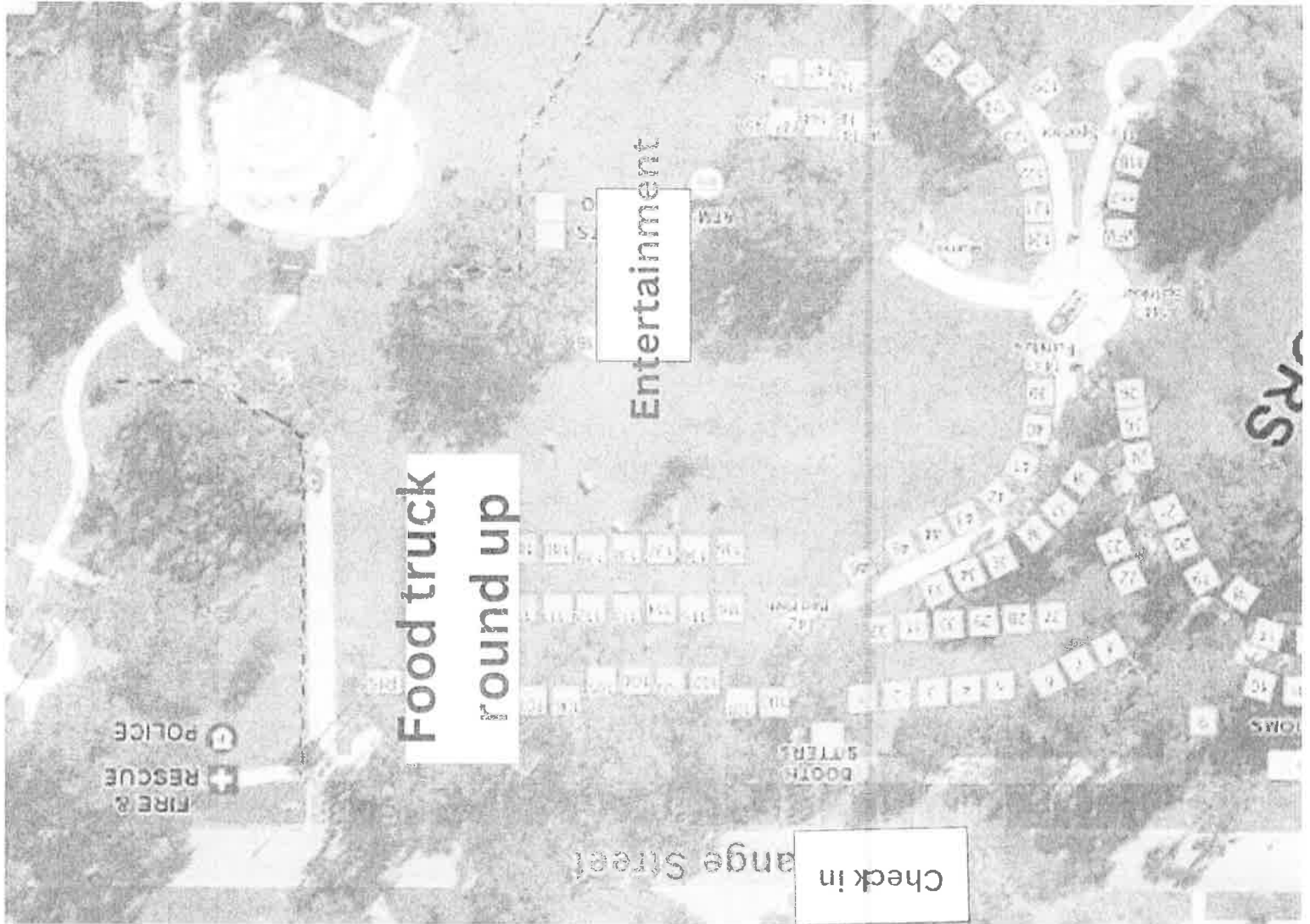
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SPECIALTY POP UP EVENTS LLC
3801 W LAKE MARY BLVD #129
LAKE MARY, FL 32746





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Specialty Popup Events LLC 2901 Clint Moore Road 194 Boca Raton, FL 33496	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 10200		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	P100.282.432.6	05/21/2023	05/21/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000	
OTHER:						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.	
							\$
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☐ Y ☒ N	☐ A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Specialty Popup Events at Kit Land Nelson Park

CERTIFICATE HOLDERCity of Apopka
120 E Main St.
Apopka, FL 32703**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE HEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Land Use Plan

Date Issued: 07/12/2021

Latest Issue: 12/19/2023

Applicant:
HalDSi
1302 Osprey Ave
Orlando, FL 32803
Contact: Jim Hall
Email: jimhall@halldsi.com
Phone: 407.257.9235

Client:
Leon David F

Po Box 770252
Winter Garden, FL
34777-0252

Sheet Index:

- Page 1: Cover
- Page 2: Aerial
- Page 3: Wetlands
- Page 4: Enviromental Conditions
- Page 5: Concept Plan
- Page 6: Land Use Plan
- Page 7: Survey

Hall Development Services Inc.

1302 Osprey Avenue Orlando, FL 32803
Ph: (407) 257-9235
Planning, Real Estate, and Entitlement Strategies
www.halldsi.com

Leon Property

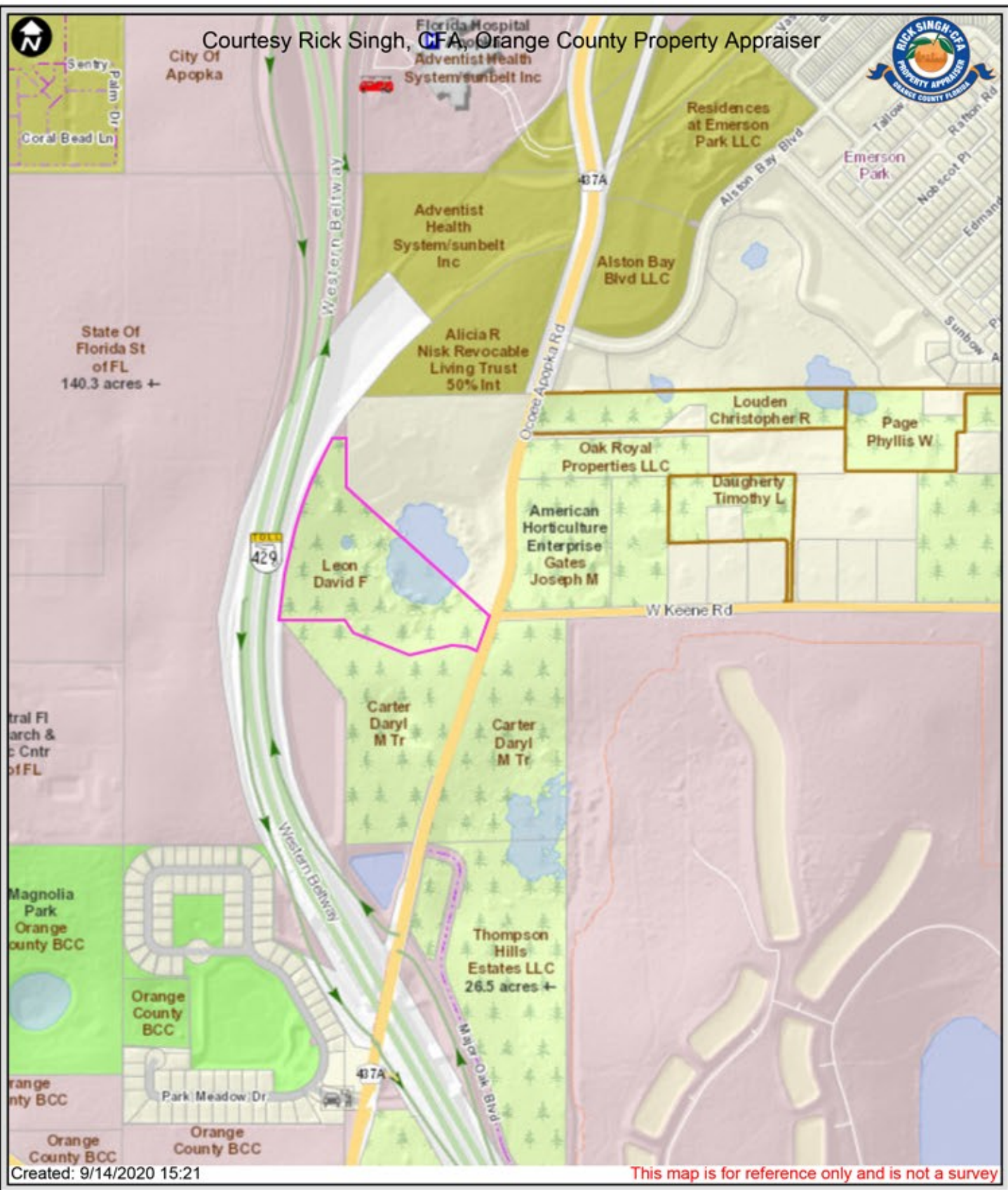
Apopka, FL

Parcel ID: 19-21-28-0000-00-005

Request: 249 residential units in midrise building

Legal Description:

PART OF SE1/4 SEC 19-21-28 & SW1/4 SEC 20-21-28 & NW1/4 SEC 29-21-28 DESC AS
BEG AE SE COR SEC 19 RUN S 28 DEG E 86.32 FT S 66 DEG E 361.46 FT N 78 DEG E
258.68 FT S 83 DEG E 96.67 FT S 69 DEG E 61.23 FT N 18 DEG E 219.46 FT N 46 DEG W
TO A PT LYING 238.63 FT S OF NW COR SW1/4 OF SW1/4 OF SEC 20 N 288 FT M/L TO
EXPWY W 83.97 FT SWLY 988.04 FT TH E 392.06 FT TO POBR



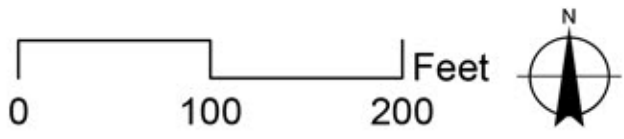
Prior Park House St. James, Barbados
Ph: (246) 421-6875
Geospatial Project Management, Application Development, Base Mapping
www.geoorbis.com



Title:
AERIAL

Project:
**LEON
PROPERTY**

Location:
APOPKA, FL



ISSUED
DATE: FOR:

KEY PLAN

Aerial Photography Source: FDOT 2017
Path: G:\20021_Leon\MXD\SiteMap_Leon24x36L.mxd

SHEET NO.

02



Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

2510 Ocoee Apopka Road
Orange County, Florida
Figure
Wetland Map

180 Feet
Project #: 1215-296
Produced By: LPM
Date: 8/26/2021



Wetlands

Legend

- Subject Property
- Wetlands

Notes:



Topography & Floodplain

Legend

- Topography (5 ft.)
- Subject Property

Fema Flood Zones

- AE
- X

Source:
Topography - SFWMD 5 ft.
Boundary - Orange County Property Appraiser
Floodplain - Fema Flood Hazard Zone Lines
Dated June 1, 2018



Soils Map

Legend

- Subject Property
- Map Unit Symbol - Map Unit Name
- 47 - Tavares-Millhopper fine sands, 0 to 5 percent slopes
- 6 - Candler-Apopka fine sands, 5 to 12 percent slopes
- 99 - Not Classified

Source:
Soil Survey of Orange County, Florida
National Cooperative Soil Survey,
Issued August 1989



Aerial & Existing Land Use

Legend

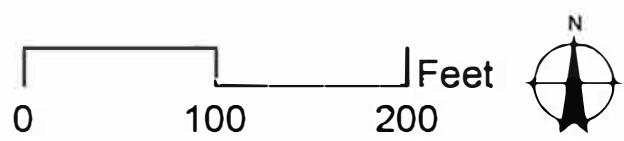
- Subject Property
- Land Use Cover
- 520 - Lakes
- 630 - Wetland Forested Mixed
- 641 - Freshwater Marshes
- 643 - Wet Prairies
- 814 - Roads and Highways

Source:
Aerial - FDOT - 2017 Orange County Orthophotos
FLUCFCS - Statewide Land Use Land Cover 2004-2017

Title:
ENVIROMENTAL
CONDITIONS

Project:
LEON
PROPERTY

Location:
APOPKA, FL

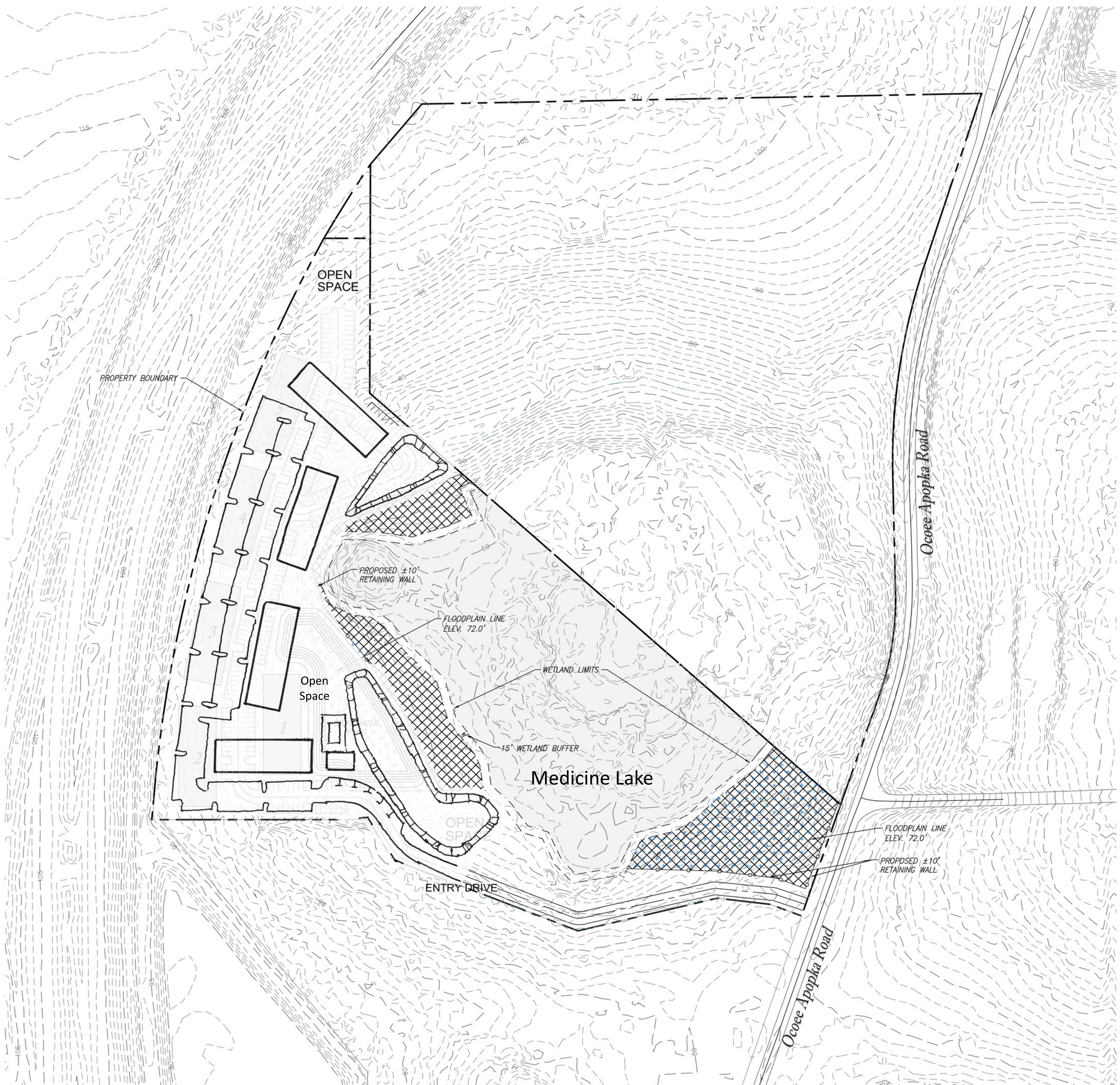


ISSUED
DATE: FOR:

KEY PLAN

Aerial Photography Source: FDOT 2017
Path: G:\20021_Leon\X\SiteMap_Leon24x36.mxd

SHEET NO.



Residential Units: 249

General Site Data		
Project Site Area	17.85 Ac	
Total Wetlands	±5.84 Ac	
Approx. Area Of Floodplain	±11.34 Ac	
Floodplain Impact ⁽¹⁾	±15,742 Cu. Yd.	2.32 Ac.
Compensating Storage	±15,765 Cu. Yd.	2.17 Ac.
Total Stormwater Provided	1.10 Ac	15%
Overall Buildable Area ⁽²⁾	8.35 Ac	
Net Buildable Area ⁽³⁾	7.25 Ac	
Buildings	4	
Parking Count ⁽⁴⁾	300 Parking Stalls	

Notes:
1. Floodplain impacts doesn't include the access road.
2. Overall Buildable Area includes Access Driveway.
3. Net Buildable Area excludes 15% Stormwater Pond
4. Per Section 5.1.6.A Parking Space Standards, the minimum number of vehicular parking spaces for a multifamily use is 1/studio and 1 bedroom for residents; 1.35 for all other units for residents; 0.1/resident space for visitors.

Legend

- WETLAND
- COMPENSATING STORAGE
- FLOODPLAIN IMPACT
- FLOODPLAIN LINE (ELEV. 72.0')

Hall Development Services Inc.

1302 Osprey Avenue Orlando, FL 32803
Ph: (407) 257-9235
Planning, Real Estate, and Entitlement Strategies
www.hallsdi.com

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

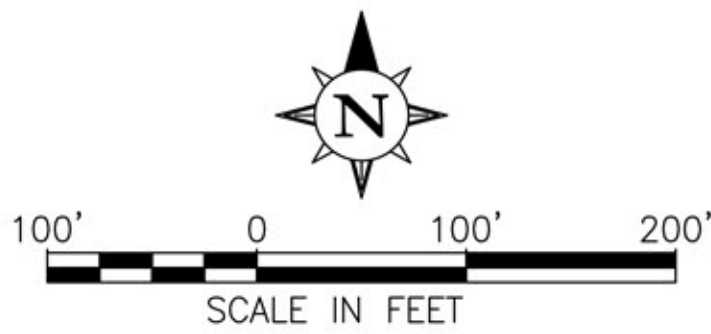


Exhibit 1

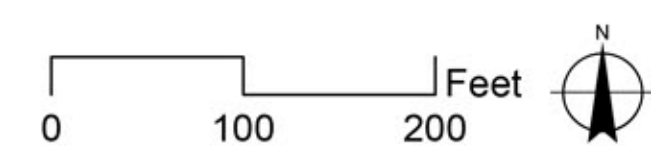
December 12, 2023
P & B Job No.: 22-079

2602 E. Livingston St.
Orlando, Florida 32803- 407.487.2594



Project:
LEON
PROPERTY

Location:
APOPKA, FL



ISSUED	
DATE:	FOR:

KEY PLAN

Aerial Photography Source: **FDOT 2017**

SHEET NO.

06

Page 49 of 126

<u>SITE DATUM</u>	
Gross acreage:	17.85
Net acreage:	12.07
Current Use on the Property:	Vacant
Current Future Land Use Designation:	RH
Requested Future Land Use Designation:	HDR-25
Current Zoning:	T
Requested Zoning:	PUD
Proposed Use & Development Program:	249 residential units

DEVELOPMENT PROGRAM					
Land Use	ITE	Acres	Units	Trip Gen Rate	Trips
Apartments mid rise	221	12.07	249	4.64	1,115

TE rate 221

Permitted land uses	Apartments
Prohibited uses	All other uses

Max Residential density	25 du/acre
Proposed Residential density	20.6 du/acre

SCHOOL AGE POPULATION

Land Use	Units	Elementary	Middle	High
Mid rise	249	34	16	19

Total School Children	69
-----------------------	----

DEVELOPMENT STANDARDS

- Perimeter building setback
- Ocoee-Apopka Road building setback
- Beltway building setback
- Perimeter paving setback

RESIDENTIAL STANDARDS

Min. living area	500 SF
Max. lot coverage	75%
Building separation	20'
Building Height	65'

Parking	1/studio and 1 bedroom for residents; 1.35 for all other units for residents; 0.1/resident space for visitors; 20% of spaces over 100 spaces shall be pervious
Vehicle Parking	15 spaces
Bicycle Parking	

Landscaping	per 5.2.5. - Landscaping and Buffer Standards B.
Tree Protection	per Section 5.3. - Tree Protection Standards
Open Space	30%

ACCESS

Ocoee-Apopka Road will provide vehicle access.

SIGNAGE

Will comply with Section 5.10. - Signs of the LDC.
Billboards shall be prohibited

PHASING

One phase

STORMWATER

Will comply with City and Water Management District standards

SERVICE PROVIDERS

Water Service	Apopka
Wastewater	Apopka

NOTES

1. Ownership of storm water management facilities shall be determined at PDP.
2. Open space to be owned and maintained by the POA.

AMENITIES

Bicycle storage, Clubhouse, Pool, Outdoor grills

Legend

 Subject Property

 Orange County Parcels

ALTA / ACSM LAND TITLE SURVEY

HEIDRICH AND LEON PARCELS

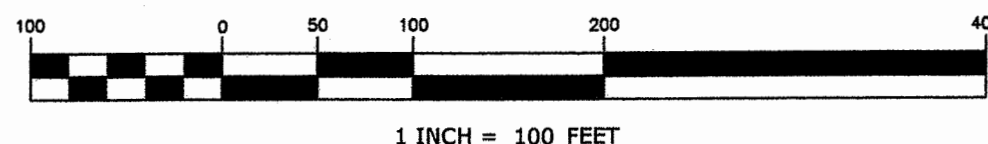
A PORTION OF SECTIONS 19, 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST

ORANGE COUNTY, FLORIDA

PAGE 2 OF 4



GRAPHIC SCALE



LINE	LENGTH	BEARING
L1	84.15'(M) 84.04'(D)	N89°57'52"E(M) N89°59'13"E(D)
L2	61.20'(M) 61.23'(D)	N69°48'44"W(M) N69°52'09"W(D)
L3	96.64'(M) 96.67'(D)	N83°00'33"W(M) N83°01'06"W(D)
L4	86.19'(M) 86.32'(D)	N30°27'57"W(M) N30°33'34"W(D)

LAND AREA CALCULATIONS

21.55524 ACRES	HEIDRICH PARCEL
4.99648 ACRES	LEON PARCEL #1
12.92630 ACRES	LEON PARCEL #2
39.47800 ACRES	TOTAL AREA

SYMBOL LEGEND

- PINE TREE
- OAK TREE
- RAIN TREE
- PALM TREE
- PECAN TREE
- CAMPHOR TREE
- MAGNOLIA TREE
- WELL
- WOOD POWER POLE
- GUY ANCHOR
- IRON ROD AND CAP
- CONCRETE MONUMENT
- IRON PIPE
- BENCHMARK
- WETLANDS DELINEATION FLAG

ABBREVIATIONS

- CB CONCRETE BLOCK
- CONC CONCRETE
- (TYP) TYPICAL
- INV INVERT
- WLA WETLAND LOCATION FLAG
- EL ELEVATION
- OHV OVERHEAD WIRE
- TOL BURIED TELEPHONE LINE
- GAS BURIED GAS LINE
- RCP REINFORCED CONCRETE PIPE
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- (C) CALCULATED
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- (D) PER LEGAL DESCRIPTION
- C.C.R. CERTIFIED CORNER RECORD
- IRC IRON ROD AND CAP
- FND FOUND
- P.V.M.T. PAVEMENT
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- TWP TOWNSHIP
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- ID IDENTIFICATION
- QM CONCRETE MONUMENT
- IP IRON PIPE
- S.R. STATE ROAD
- C.R. COUNTY ROAD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- W/W WITH

CURVE	DELTA	RADIUS	LENGTH	CH BRG
C 1	19°10'52"	1175.92'	393.66'	S08°11'43"W
C 2	20°22'18"	542.96'	193.05'	N08°40'08"E
C 3	9°18'13"(M) 9°18'24"(D)	2714.79'	440.82'(M) 440.97'(D)	N08°23'39"E(M) N08°24'59"E(D)
C 4	11°32'55"(M) 11°32'51"(D)	2714.79'	547.19'(M) 547.14'(D)	N18°51'36"E(M) N18°50'36"E(D)
C 5	3°04'34"(M) 3°04'45"(D)	2774.00'	148.93'(M) 149.08'(D)	N28°07'51"E(M) N28°11'21"E(D)

CFCs

CENTRAL FLORIDA CONSULTING SURVEYORS
629 Maitland Avenue - Altamonte Springs, FL 32701
Tel: (407) 767-0166 Fax: (407) 767-8558
email: cfc6771@cfl.rr.com
Certificate of Authorization No. LB6771

Land Use Plan

Date Issued: 07/12/2021

Latest Issue: 12/19/2023

Applicant:
HalDSi
1302 Osprey Ave
Orlando, FL 32803
Contact: Jim Hall
Email: jimhall@halldsi.com
Phone: 407.257.9235

Client:
Leon David F

Po Box 770252
Winter Garden, FL
34777-0252

Sheet Index:

- Page 1: Cover
- Page 2: Aerial
- Page 3: Wetlands
- Page 4: Enviromental Conditions
- Page 5: Concept Plan
- Page 6: Land Use Plan
- Page 7: Survey

Hall Development Services Inc.

1302 Osprey Avenue Orlando, FL 32803
Ph: (407) 257-9235
Planning, Real Estate, and Entitlement Strategies
www.halldsi.com

Leon Property

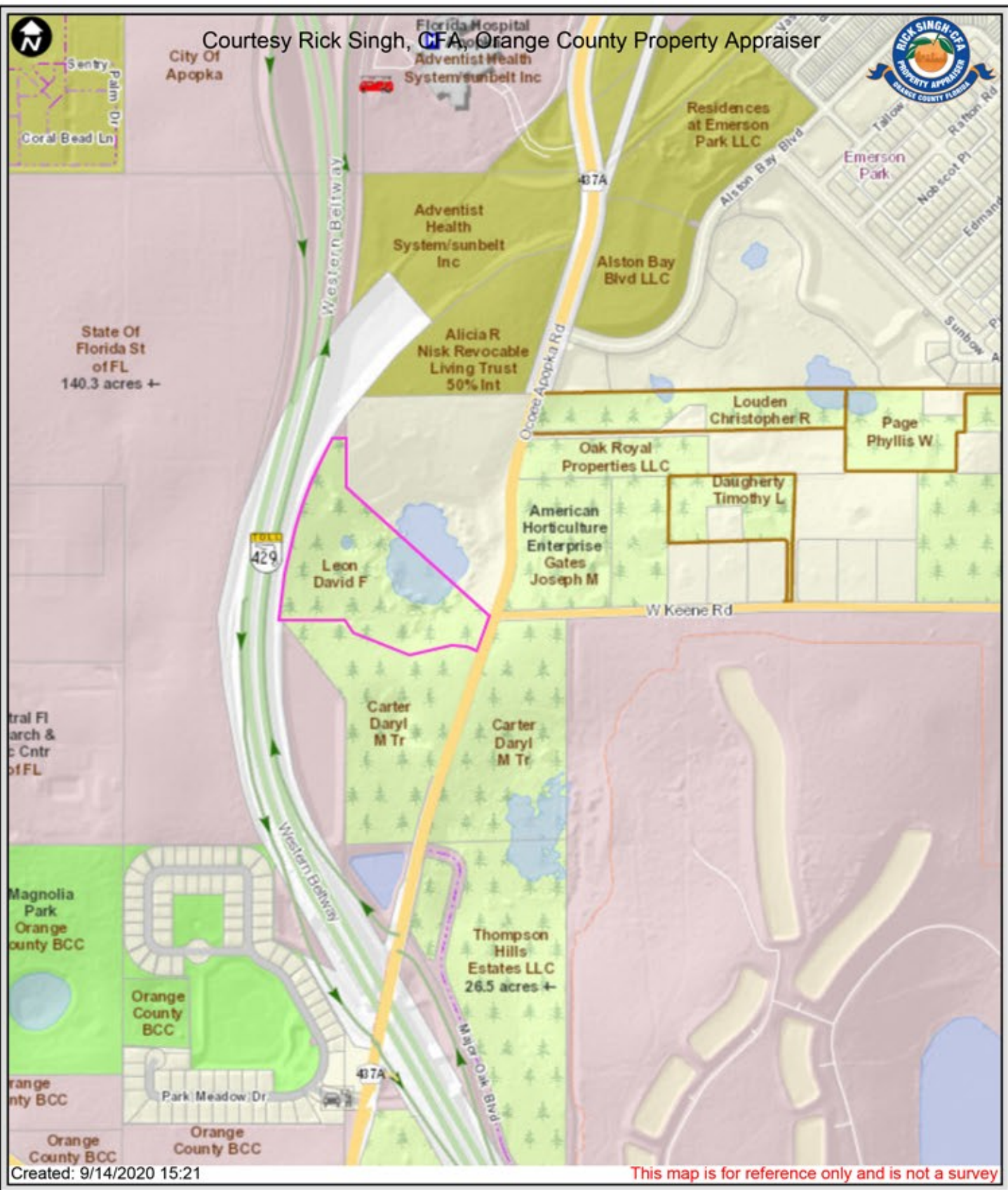
Apopka, FL

Parcel ID: 19-21-28-0000-00-005

Request: 249 residential units in midrise building

Legal Description:

PART OF SE1/4 SEC 19-21-28 & SW1/4 SEC 20-21-28 & NW1/4 SEC 29-21-28 DESC AS
BEG AE SE COR SEC 19 RUN S 28 DEG E 86.32 FT S 66 DEG E 361.46 FT N 78 DEG E
258.68 FT S 83 DEG E 96.67 FT S 69 DEG E 61.23 FT N 18 DEG E 219.46 FT N 46 DEG W
TO A PT LYING 238.63 FT S OF NW COR SW1/4 OF SW1/4 OF SEC 20 N 288 FT M/L TO
EXPWY W 83.97 FT SWLY 988.04 FT TH E 392.06 FT TO POBR



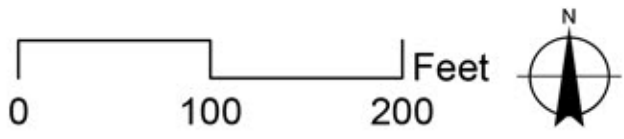
Prior Park House St. James, Barbados
Ph: (246) 421-6875
Geospatial Project Management, Application Development, Base Mapping
www.geoorbis.com



Title:
AERIAL

Project:
**LEON
PROPERTY**

Location:
APOPKA, FL



ISSUED
DATE: FOR:

KEY PLAN

Aerial Photography Source: FDOT 2017
Path: G:\20021_Leon\MXD\SiteMap_Leon24x36L.mxd

SHEET NO.

02



 **Bio-Tech Consulting Inc.**
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

2510 Ocoee Apopka Road
Orange County, Florida
Figure
Wetland Map

180
 Feet
Project #: 1215-296
Produced By: LPM
Date: 8/26/2021

N




Wetlands

Legend

- Subject Property
- Wetlands

Notes:



Topography & Floodplain

Legend

- Topography (5 ft.)
- Subject Property

Fema Flood Zones

- AE
- X

Source:
Topography - SFWMD 5 ft.
Boundary - Orange County Property Appraiser
Floodplain - Fema Flood Hazard Zone Lines
Dated June 1, 2018



Soils Map

Legend

- Subject Property
- Map Unit Symbol - Map Unit Name
- 47 - Tavares-Millhopper fine sands, 0 to 5 percent slopes
- 6 - Candler-Apopka fine sands, 5 to 12 percent slopes
- 99 - Not Classified

Source:
Soil Survey of Orange County, Florida
National Cooperative Soil Survey,
Issued August 1989



Aerial & Existing Land Use

Legend

- Subject Property
- Land Use Cover
- 520 - Lakes
- 630 - Wetland Forested Mixed
- 641 - Freshwater Marshes
- 643 - Wet Prairies
- 814 - Roads and Highways

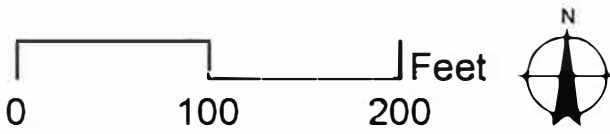
Source:
Aerial - FDOT - 2017 Orange County Orthophotos
FLUCFCS - Statewide Land Use Land Cover 2004-2017



Title:
ENVIROMENTAL
CONDITIONS

Project:
LEON
PROPERTY

Location:
APOPKA, FL



ISSUED
DATE: FOR:

KEY PLAN

Aerial Photography Source: FDOT 2017
Path: G:\20021_Leon\X\SiteMap_Leon24x36.mxd

SHEET NO.

04



Residential Units: 249

General Site Data		
Project Site Area	17.85 Ac	
Total Wetlands	±5.84 Ac	
Approx. Area Of Floodplain	±11.34 Ac	
Floodplain Impact ⁽¹⁾	±15,742 Cu. Yd.	2.32 Ac.
Compensating Storage	±15,765 Cu. Yd.	2.17 Ac.
Total Stormwater Provided	1.10 Ac	15%
Overall Buildable Area ⁽²⁾	8.35 Ac	
Net Buildable Area ⁽³⁾	7.25 Ac	
Buildings	4	
Parking Count ⁽⁴⁾	300 Parking Stalls	

- Notes:
- Floodplain impacts doesn't include the access road.
 - Overall Buildable Area includes Access Driveway.
 - Net Buildable Area excludes 15% Stormwater Pond
 - Per Section 5.1.6.A Parking Space Standards, the minimum number of vehicular parking spaces for a multifamily use is 1/studio and 1 bedroom for residents; 1.35 for all other units for residents; 0.1/resident space for visitors.

Legend

- WETLAND
- COMPENSATING STORAGE
- FLOODPLAIN IMPACT
- FLOODPLAIN LINE (ELEV. 72.0')

Hall Development Services Inc.

1302 Osprey Avenue Orlando, FL 32803
Ph: (407) 257-9235
Planning, Real Estate, and Entitlement Strategies
www.hallsdi.com

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

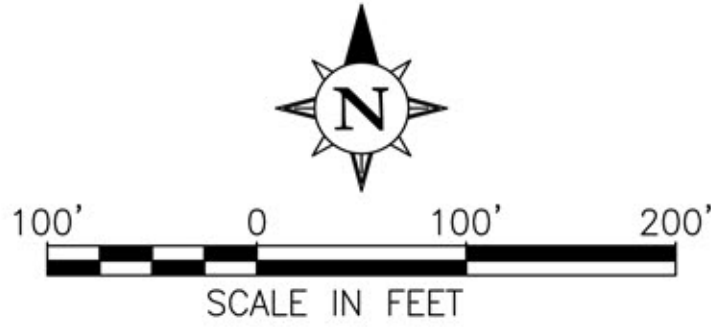


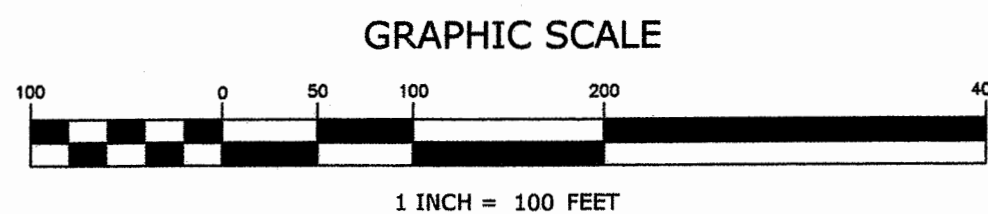
Exhibit 1

ALTA / ACSM LAND TITLE SURVEY

HEIDRICH AND LEON PARCELS

A PORTION OF SECTIONS 19, 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

PAGE 2 OF 4



LINE	LENGTH	BEARING
L1	84.15'(M) 84.04'(D)	N89°57'52"E(M) N89°59'13"E(D)
L2	61.20'(M) 61.23'(D)	N69°48'44"W(M) N69°52'09"W(D)
L3	96.64'(M) 96.67'(D)	N83°00'33"W(M) N83°01'06"W(D)
L4	86.19'(M) 86.32'(D)	N30°27'57"W(M) N30°33'34"W(D)

LAND AREA CALCULATIONS

21.55524 ACRES	HEIDRICH PARCEL
4.99648 ACRES	LEON PARCEL #1
12.92630 ACRES	LEON PARCEL #2
39.47800 ACRES	TOTAL AREA

SYMBOL LEGEND

- PINE TREE
- OAK TREE
- RAIN TREE
- PALM TREE
- PECAN TREE
- CAMPHOR TREE
- MAGNOLIA TREE
- WELL
- WOOD POWER POLE
- GUY ANCHOR
- IRON ROD AND CAP
- CONCRETE MONUMENT
- IRON PIPE
- BENCHMARK
- WETLANDS DELINEATION FLAG

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C 5	3°04'34"	2774.00'	148.93'(M) 149.08'(D)	N28°07'51"E(M) N28°11'21"E(D)

CFCs

CENTRAL FLORIDA CONSULTING SURVEYORS
629 Maitland Avenue Altamonte Springs, FL 32701
Tel: (407) 767-0166 Fax: (407) 767-8558
email: cfc6771@cfl.rr.com
Certificate of Authorization No. LB6771

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

**PD AGREEMENT
(MAGNOLIA (LEE) TERRACE PD)**

This **PD Agreement** (the “**PD Agreement**”) is made and entered into this ___ day of January, 2024 (the “**Effective Date**”) by and among, City of Apopka, a Florida municipal corporation, whose mailing is 120 East Main Street, Apopka, Florida 32703 (the “**City**”), and Burgland Investments, LLC a Florida limited liability company, whose mailing address is 1810 West Kennedy Boulevard, Suite 232, Tampa, FL 33606 (the “**Developer**”). The City and the Developer may each be referred to herein as a “**Party**,” and collectively, the “**Parties**.”

RECITALS

A. The Developer is the contract purchaser of that certain real property located in the City of Apopka, Orange County, Florida, more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”);

B. The Developer intends to develop the Property in accordance with the Planned Development Master Plan prepared by Appian Engineering, dated December 3rd, 2021 (the “**Master Plan**”);

C. The Developer desires to develop the Property as a residential development consisting of one hundred seventy-seven (177) single-family attached units (townhomes) and one hundred twenty-three (123) single-family detached units, together with related amenities as more particularly set forth in the Conceptual Plan (the “**Development**”);

D. The City approved a zoning amendment for the Property to Planned Development (PD) on December 15, 2021, together with the approval of the related PD Master Plan.

E. The Developer and the City desire to enter into this PD Agreement to facilitate the development of the Property in accordance with the PD Conceptual Plan as mutually agreed upon, resolve any inconsistencies in applicable provisions of the LDC with the PD Master Plan, and set forth the conditions that will be applicable throughout Magnolia Terrace PD.

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 conclusively acknowledged by the Parties, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals contained above are true and correct and are incorporated herein by reference.

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

- a. Gross acreage: 95.09 acres +/-
- b. Wetland area: 13.18 acres +/-
- c. Karst area: 1.96 acres +/-
- d. ROW Dedication: 0.45 acres +/-
- e. Total developable area: 79.50 acres +/-
- f. Gross residential density (maximum allowed): Up to 5 dwelling units / acre
- g. Proposed Net Density: 3.77 dwelling units / acre
- h. Existing future land use: Low Density Residential (“LDR”)
- i. Existing zoning: PD
- j. Total number of dwelling units: 300
 - i. 177 townhome lots 24’ x 115’
 - ii. 93 single family lots 60’ x 125’
 - iii. 30 single family lots 75’ x 125’
- k. Phasing: The Development may be developed in two (2) phases, consistent with the Construction Site Plans

3. **Provision of Public Facilities:**

- a. Right of Way: Rights of way internal to the Development (roadway centerline length of 10,195 lf +/-), Tract A - 12.27 acres +/- and Tract B - 0.45 acres +/-, shall be dedicated to the City at final plat and maintained by the City. Tracts MM, NN, OO, PP and QQ are private alleys and maintained by the homeowners’ association (“HOA”).
- b. Utilities:

- i. A lift station (Tract GG, .05 acres +/-) shall be dedicated to the City at final plat and maintained by the City.
 - ii. 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, and federal regulations. Easements for the construction, installation, and maintenance of the on-site potable water, reclaimed water, and wastewater facilities shall be granted to the City at time of final plat. Additionally, since the existing wastewater facility that this development proposes connecting to has been identified as needing upgrade in the current Wastewater Master Plan Update an appropriate pro rata fee, based on the development's share of usage, will be imposed at the time of building permit application, similar to impact fees. This pro rata fee will be calculated in accordance with the City's wastewater dynamic model, but in any case, such fee shall not exceed \$218,000.00.
 - iii. Electric Services shall be provided by Duke Energy. Easements necessary for the on-site electric facilities shall be granted to the provider at time of final plat.
 - iv. Cable television / communications services shall be provided by Charter/Spectrum. Easements necessary for the construction, installation, and maintenance of the on-site cable television / telecommunications services shall be granted to the provider at time of final plat.
 - v. Natural gas services shall be provided by Lake Apopka Natural Gas. Easements necessary for the construction, installation, and maintenance of the on-site natural gas facilities shall be granted to the provider at the time of final plat.
 - vi. 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, and federal regulations. Easements necessary for the construction, installation, and maintenance of the on-site of the on-site fire protection facilities shall be granted to the City at time of final plat.
 - vii. Solid waste / trash collection services shall be provided by the City.
- c. Stormwater / Pond / Conservation:
- i. Tracts C (West Pond Tract, 1.20 acres +/-), D (South Pond Tract, 11.72 acres +/-) and E (North Pond Tract, 3.23 acres +/-) shall be owned and maintained by the HOA. Easements necessary for the maintenance of stormwater drainage structures shall be granted to the City at time of final plat.
 - ii. Tracts HH (2.87 acres +/-) and II (9.07 acres +/-), Conservation Tracts, shall be dedicated to St. Johns River Water Management District ("SJRWMD").

d. Amenities / Open Space / Buffers

- i. Amenity Tract FF (1.6 acres +/-) shall be owned and maintained by the HOA.
- ii. Open Space Tracts AA (.17 acres +/-), BB (.19 acres +/-), CC (.23 acres +/-), DD (.33 acres +/-), EE (2.29 acres +/-), and JJ (1.89 acres +/-)
- iii. The following 10 Foot Landscape Buffer Tracts shall be owned and maintained by the HOA:
 1. Tract F (.03 acres +/-)
 2. Tract G (.03 acres +/-)
 3. Tract H (.02 acres +/-)
 4. Tract I (.02 acres +/-)
 5. Tract J (.02 acres +/-)
 6. Tract K (.02 acres +/-)
 7. Tract L (.02 acres +/-)
 8. Tract M (.02 acres +/-)
 9. Tract N (.02 acres +/-)
 10. Tract O (.02 acres +/-)
 11. Tract P (.02 acres +/-)
 12. Tract Q (.02 acres +/-)
 13. Tract R (.02 acres +/-)
 14. Tract S (.02 acres +/-)
 15. Tract T (.02 acres +/-)
 16. Tract U (.02 acres +/-)
 17. Tract V (.02 acres +/-)
 18. Tract W (.02 acres +/-)
 19. Tract X (.17 acres +/-)
 20. Tract Y (.18 acres +/-)

21. Tract Z (.78 acres +/-)

4. **Access Easement.** Tract KK is a 7.5 – foot access tract (.24 acres +/-) to maintain the existing access easement for the property to the south. It will be owned and maintained by the HOA.

5. **Environmental Protection / Natural Preservation.** As shown on the Master Plan, the Development contains 11.74 acres of conservation and karst is located in Conservation Tracts HH and II and Open Space Tract JJ.

6. **Open Space Set Aside Requirements.** Pursuant to LDC Section 5.4, Table 5.4.4, Required Open Space Set Aside Area is 30% of net developable land area for residential PD Districts. Based upon a net developable land area of 78.26 acres, the Required Open Space Set Aside Area for the Development is 23.49 acres. The Master Plan proposes a total Open Space Set Aside Area of 28.20 acres, which is 36% of net developable land area in the Development, exceeding the Open Space Set Aside requirements of the LDC.

7. **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 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, shall not be unreasonably withheld, conditioned or delayed, and shall be binding upon City and the Developer.

8. **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.

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

10. **Legal Proceedings, Attorneys’ Fees.** In the event that either of party shall institute litigation or other legal proceedings against the other to interpret or enforce any term, provision, warranty,

covenant or condition set forth in this PD Agreement, the prevailing party in such litigation or other legal proceedings following all appeals therefrom, if any, shall be entitled to recover from the non-prevailing party in such litigation or other legal proceedings reasonable attorneys', paralegals', and experts' fees and expenses and court costs incidental thereto, including those incurred on any bankruptcy proceeding and/or appeal of a lower court decision.

11. **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.

12. **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 notice pursuant to this section may be changed by giving notice of such change in compliance with this section. 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.

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

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

Developer: Burgland Investments, LLC
Frank Bombeeck
810 West Kennedy Boulevard, Suite 232
Tampa, FL 33606

With a copy to: GrayRobinson
Thomas Sullivan
301 East Pine Street, Suite 1400
Orlando, FL 32801

13. **Miscellaneous Provisions.**

- a. Entire Agreement. This PD Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this PD Agreement and supersede any and all prior or contemporaneous covenants, agreements, undertakings, statements, representations, or warranties, whether written or oral, of any party hereto concerning or with respect thereto.
- b. Relationship of the Parties. This PD Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the City and Developer. Developer cannot create an obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this PD Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this PD Agreement or any responsibility or obligation contemplated herein.
- c. Agency. Developer and City, and their agents, contractors, and subcontractors, shall perform all activities described in this PD Agreement as independent entities and not as agents of one another.
- d. Sovereign Immunity. Nothing contained in this PD Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to § 768.28, *Florida Statutes*.
- e. Captions and Paragraph Headings. Captions and paragraph headings contained in this PD Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend, or limit the scope, content, or intent of this PD Agreement or of any particular term, provision, or paragraph hereof.
- f. Modification, Amendment or Termination. This PD Agreement may not be changed, modified, amended, or terminated except as expressly set forth in a separate writing signed by both of the parties to this PD Agreement or their respective successors in interest or title.
- g. Recording in Public Records. Developer shall ensure that this PD Agreement is recorded in the public records of Orange County, Florida promptly after the execution of the PD Agreement and Transportation Agreement by all parties.
- h. Default. Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder. Prior to termination of this PD Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.

- i. No Liability or Monetary Remedy. Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.
- j. Construction of Agreement. The fact that any one of the parties to this PD Agreement shall have drafted or structured or shall be deemed to have drafted or structured this PD Agreement or any particular term or provision of this PD Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this PD Agreement or any particular term or provision of this PD Agreement, either in favor or to the disadvantage of such party.
- k. Severability. If any of the terms, provisions, covenants or conditions set forth in this PD Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this PD Agreement shall not be affected thereby and each provision of this PD Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.
- l. Counterparts. This PD Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original and collectively but one instrument.
- m. Time of the Essence. Time, and timely performance, is of the essence of this PD Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this PD Agreement, a “business day” shall mean any weekday that the banks in the county in which The Ridge is located are open for business (thereby excluding Saturdays, Sundays, and legal holidays).
- n. Statutory Development Agreement. This PD Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act) and is being entered into by the City pursuant to the City’s home rule authority.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this PD Agreement on the day and year first above written.

DEVELOPER:

Witnesses:

Burgland Investments, LLC a Florida limited liability company

Printed Name: _____ By: _____
Name: _____
Witness Address: _____ Title: _____

Printed Name: _____
Witness Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ by online notarization ☐ in person (check one) this ____ day of ___, 20____, by ___, as ___ of Burgland Investments, LLC a Florida limited liability company, on behalf of said company, who is known to me ___ or who produced _____ as identification.

Notary Public
State of Florida at Large _____

My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF APOPKA

By: _____

ATTEST:

, City Clerk

Approved as to Form:

, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me ☐ by online notarization ☐ in person (check one) this ____ day of January 2024, by _____, who is known to me ___ or produced ___ as identification as _____ of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida.

Notary Public
State of Florida at Large

My Commission Expires:

Exhibit "A"

Legal Description

A PARCEL OF LAND LYING IN SECTIONS 7, 8 & 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT 33, MAUDEHELEN SUBDIVISION PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 50 THROUGH 52 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 205.75 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 2; THENCE RUN ALONG SAID SOUTHERLY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 89°22'06" EAST FOR A DISTANCE OF 461.08 FEET; THENCE RUN SOUTH 00° 07' 50" EAST FOR A DISTANCE OF 148.07 FEET; THENCE RUN SOUTH 89° 14' 20" EAST FOR A DISTANCE OF 168.78 FEET; THENCE RUN SOUTH 00° 07' 50" EAST FOR A DISTANCE OF 360.68 FEET; THENCE RUN SOUTH 89° 17' 38" EAST FOR A DISTANCE OF 645.04 FEET; THENCE RUN NORTH 00° 08' 12" WEST FOR A DISTANCE OF 299.05 FEET; THENCE RUN NORTH 88° 56' 54" EAST FOR A DISTANCE OF 659.16 FEET TO THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 83 THROUGH 86 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00° 01' 51" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 656.33 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE RUN SOUTH 88° 47' 33" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 657.98 FEET TO THE NORTHEAST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 02° 03' 11" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 1330.96 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°33'56" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 1311.51 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°32'20" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 1311.50 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH BINION ROAD ACCORDING TO ROAD PLAT BOOK 1, PAGES 40 THROUGH 43 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 01°09'43" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 336.48 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN SOUTH 89°27'30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 657.03 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°22'58" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1006.73 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 615.89 FEET TO THE WEST LINE OF THE WEST 15.00 FEET OF THE EAST 45.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1071.42 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 4; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 90.01 FEET TO THE POINT OF BEGINNING.

Prepared by and Return to:

Vivien Monaco, Esq.
100 South Orange Ave., Suite 1000
Orlando, Florida 32801

**PD AGREEMENT
(MAGNOLIA TERRACE PD)**

This **PD Agreement** (the "**PD Agreement**") is made and entered into this ___ day of _____, 2021 (the "**Effective Date**") by and among, City of Apopka, a Florida municipal corporation, whose mailing is 120 East Main Street, Apopka, Florida 32703 (the "**City**"), and Meritage Homes of Florida, Inc., a Florida corporation, whose mailing address is 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260 (the "**Developer**"). The City and the Developer may each be referred to herein as a "**Party**," and collectively, the "**Parties**."

RECITALS

A. The Developer is the contract purchaser of that certain real property located in the City of Apopka, Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**");

B. The Developer intends to develop the Property in accordance with the Planned Development Master Plan prepared by Appian Engineering, dated _____, 2021 (the "**Master Plan**");

C. The Developer desires to develop the Property as a residential development consisting of one hundred seventy-six (176) townhomes and one hundred twenty-four (124) single family homes, together with related amenities as more particularly set forth in the Conceptual Plan (the "**Development**");

D. The current zoning district of the Property is Transitional (T), and the Developer and the City desire to change the zoning to PD, pursuant to the PD Conceptual Plan, the City's Comprehensive Plan ("**Comprehensive Plan**"), and the City's Land Development Code ("**LDC**").

E. The Developer and the City desire to enter into this PD Agreement to facilitate the development of the Property in accordance with the PD Conceptual Plan as mutually agreed upon, resolve any inconsistencies in applicable provisions of the LDC with the PD Master Plan, and set forth the conditions that will be applicable throughout Magnolia Terrace PD.

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 conclusively acknowledged by the Parties, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals contained above are true and correct and are incorporated herein by reference.

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

- a. Gross acreage: 95.09 acres +/-
- b. Wetland area: 11.94 acres +/-
- c. Karst area: 1.89 acres +/-
- d. Total developable area: 81.18 acres +/-
- e. Gross residential density (maximum allowed): Up to 5 dwelling units / acre
- f. Proposed density: 3.70 dwelling units / acre
- g. Existing future land use: Residential low
- h. Existing zoning: T (Transitional) and RSF-1A (Residential Single-Family-Estate District)
- i. Proposed zoning: PD
- j. Total number of dwelling units: 300
 - i. 176 townhome lots 24' x 115'
 - ii. 94 single family lots 60' x 125'
 - iii. 30 single family lots 75' x 125'
- k. Phasing: The Development may be developed in two (2) phases, consistent with the Master Plan

3. **Provision of Public Facilities:**

- a. Right of Way: Rights of way internal to the Development (roadway centerline length of 10,195 lf +/- and alley way centerline length of 2,910 lf +/-, Tract A, 13.63 acres +/- and Tract B (.08 acre +/-) shall be dedicated to the City at final plat and maintained by the City.

b. Utilities:

- i. A lift station (Tract GG, .05 acres +/-) shall be dedicated to the City at final plat and maintained by the City.
- ii. 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, and federal regulations. Easements for the construction, installation, and maintenance of the on-site potable water, reclaimed water, and wastewater facilities shall be granted to the City at time of final plat. Additionally, since the existing wastewater facility that this development proposes connecting to has been identified as needing upgrade in the current Wastewater Master Plan Update an appropriate pro rata fee, based on the development's share of usage, will be imposed at the time of building permit application, similar to impact fees. This pro rata fee will be calculated in accordance with the City's wastewater dynamic model anticipated to be completed in January 2022, but in any case, such fee shall not exceed \$218,000.00.
- iii. Electric Services shall be provided by Duke Energy. Easements necessary for the on-site electric facilities shall be granted to the provider at time of final plat.
- iv. Cable television / communications services shall be provided by Charter/Spectrum. Easements necessary for the construction, installation, and maintenance of the on-site cable television / telecommunications services shall be granted to the provider at time of final plat.
- v. Natural gas services shall be provided by Lake Apopka Natural Gas. Easements necessary for the construction, installation, and maintenance of the on-site natural gas facilities shall be granted to the provider at the time of final plat.
- vi. 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, and federal regulations. Easements necessary for the construction, installation, and maintenance of the on-site of the on-site fire protection facilities shall be granted to the City at time of final plat.
- vii. Solid waste / trash collection services shall be provided by the City.

c. Stormwater / Pond / Conservation:

- i. Tracts C (West Pond Tract, 1.20 acres +/-), D (South Pond Tract, 11.72 acres +/-) and E (North Pond Tract, 3.23 acres +/-) shall be owned and maintained by the homeowners' association ("HOA"). Easements

necessary for the maintenance of stormwater drainage structures shall be granted to the City at time of final plat.

- ii. Tracts HH (2.87 acres +/-) and II (9.07 acres +/-), Conservation Tracts, shall be dedicated to St. Johns River Water Management District ("SJRWMD").

d. Amenities / Open Space / Buffers

- i. Amenity Tract FF (1.6 acres +/-) shall be owned and maintained by the HOA.
- ii. Open Space Tracts AA (.17 acres +/-), BB (.19 acres +/-), CC (.23 acres +/-), DD (.33 acres +/-), EE (2.29 acres +/-), and JJ (1.89 acres +/-)
- iii. The following 10 Foot Landscape Buffer Tracts shall be owned and maintained by the HOA:
 - 1. Tract F (.03 acres +/-)
 - 2. Tract G (.03 acres +/-)
 - 3. Tract H (.02 acres +/-)
 - 4. Tract I (.02 acres +/-)
 - 5. Tract J (.02 acres +/-)
 - 6. Tract K (.02 acres +/-)
 - 7. Tract L (.02 acres +/-)
 - 8. Tract M (.02 acres +/-)
 - 9. Tract N (.02 acres +/-)
 - 10. Tract O (.02 acres +/-)
 - 11. Tract P (.02 acres +/-)
 - 12. Tract Q (.02 acres +/-)
 - 13. Tract S (.02 acres +/-)
 - 14. Tract R (.02 acres +/-)
 - 15. Tract T (.02 acres +/-)
 - 16. Tract Z (.78 acres +/-)

17. Tract Y (.18 acres +/-)

18. Tract X (.17 acres +/-)

19. Tract W (.02 acres +/-)

20. Tract V (.02 acres +/-)

21. Tract U (.02 acres +/-)

4. **Access Easement.** Tract KK is a 7.5 – foot access tract (.24 acres +/-) to maintain the existing access easement for the property to the south. It will be owned and maintained by the HOA.

5. **Environmental Protection / Natural Preservation.** As shown on the Master Plan, the Development contains 11.74 acres of conservation and karst is located in Open Space Tract JJ.

6. **Open Space Set Aside Requirements.** Pursuant to LDC Section 5.4, Table 5.4.4, Required Open Space Set Aside Area is 30% of net developable land area for residential PD Districts. Based upon a net developable land area of 78.26 acres, the Required Open Space Set Aside Area for the Development is 23.49 acres. The Master Plan proposes a total Open Space Set Aside Area of 28.20 acres, which is 36% of net developable land area in the Development, exceeding the Open Space Set Aside requirements of the LDC.

7. **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 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, shall not be unreasonably withheld, conditioned or delayed, and shall be binding upon City and the Developer.

8. **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.

9. **Covenants Running with the Land/Assignment.** The terms, provisions, covenants, conditions, and restrictions set forth in this PD Agreement and the rights, privileges, benefits, and duties, obligations and burdens assigned, granted, imposed, and created pursuant to this PD

Agreement shall and are hereby declared to be covenants running with the title to the Property. This PD Agreement shall legally benefit and bind the Developer and the City and their respective successors and assigns.

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

11. **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.

12. **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 notice pursuant to this section may be changed by giving notice of such change in compliance with this section. 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.

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

With a copy to: Michael Rodriguez, City Attorney
120 East Main Street
Apopka, Florida 32703
Telephone: (407) 703-1658

Developer: Meritage Homes of Florida, Inc.
Brian Kittle, Division President
5337 Millenia Lakes Blvd., Suite 235
Orlando, Florida 32839
Telephone: (407) 712-8678

With copies to: Meritage Homes of Florida, Inc.
Attention: H. Curtis Keller, Esq.
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Telephone: (480-515-8013

Vivien Monaco, Esq.
Watson Sloane PLLC
100 South Orange Ave., Suite 1000
Orlando, Florida 32801
Telephone (407) 622-6751

13. **Miscellaneous Provisions.**

- a. Entire Agreement. This PD Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this PD Agreement and supersede any and all prior or contemporaneous covenants, agreements, undertakings, statements, representations, or warranties, whether written or oral, of any party hereto concerning or with respect thereto.
- b. Relationship of the Parties. This PD Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the City and Developer. Developer cannot create an obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this PD Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this PD Agreement or any responsibility or obligation contemplated herein.
- c. Agency. Developer and City, and their agents, contractors, and subcontractors, shall perform all activities described in this PD Agreement as independent entities and not as agents of one another.
- d. Sovereign Immunity. Nothing contained in this PD Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to § 768.28, *Florida Statutes*.
- e. Captions and Paragraph Headings. Captions and paragraph headings contained in this PD Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend, or limit the scope, content, or intent of this PD Agreement or of any particular term, provision, or paragraph hereof.

- f. Modification, Amendment or Termination. This PD Agreement may not be changed, modified, amended, or terminated except as expressly set forth in a separate writing signed by both of the parties to this PD Agreement or their respective successors in interest or title.
- g. Recording in Public Records. Developer shall ensure that this PD Agreement is recorded in the public records of Orange County, Florida promptly after the execution of the PD Agreement and Transportation Agreement by all parties.
- h. Default. Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder. Prior to termination of this PD Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.
- i. No Liability or Monetary Remedy. Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.
- j. Construction of Agreement. The fact that any one of the parties to this PD Agreement shall have drafted or structured or shall be deemed to have drafted or structured this PD Agreement or any particular term or provision of this PD Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this PD Agreement or any particular term or provision of this PD Agreement, either in favor or to the disadvantage of such party.
- k. Severability. If any of the terms, provisions, covenants or conditions set forth in this PD Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this PD Agreement shall not be affected thereby and each provision of this PD Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.
- l. Counterparts. This PD Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original and collectively but one instrument.
- m. Time of the Essence. Time, and timely performance, is of the essence of this PD Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this PD Agreement, a

“business day” shall mean any weekday that the banks in the county in which The Ridge is located are open for business (thereby excluding Saturdays, Sundays, and legal holidays).

- n. Statutory Development Agreement. This PD Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act) and is being entered into by the City pursuant to the City’s home rule authority.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this PD Agreement on the day and year first above written.

Witnesses:

MERITAGE HOMES OF FLORIDA, INC., a
Florida profit corporation

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ by online notarization ☐ in person (check one) this ____ day of _____, 2021, by _____, as _____ of Meritage Homes of Florida, Inc., a Florida corporation who is known to me ____ or who produced _____ as identification on behalf of the company.

Notary Public
State of Florida at Large

My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF APOPKA

By: _____

ATTEST:

_____, City Clerk

Approved as to Form:

_____, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me ☐ by online notarization ☐ in person (check one) this ____ day of _____, 2021, by _____, who is known to me ___ or produced ___ as identification as _____ of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida.

Notary Public
State of Florida at Large

My Commission Expires:

Exhibit "A"

Legal Description

The land referred to herein below is situated in the County of ORANGE, State of Florida, and described as follows:

East 3/4 of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 and the West 15 feet of the Northeast 1/4 of the Northeast 1/4 of Northeast 1/4 (less North 15 feet) & South 15 feet of North 30 feet of Northwest 1/4 of Northeast 1/4 of Northeast 1/4 (less West 15 feet) & East 15 feet of West 30 feet of North 15 feet of Northwest 1/4 of Northeast 1/4 of Northeast 1/4 in Section 18-21-28, & South 30 feet of West 30 feet of South 1/2 of Southwest 1/4 of Southeast 1/4 of Southeast 1/4 (less West 15 feet of South 15 feet) & North 15 feet of South 30 feet of East 30 feet of Southwest 1/4 of Southeast 1/4 and West 15 feet of East 30 feet of Southwest 1/4 of Southeast 1/4 (less South 30 feet) and (less North 30 feet for road right of way) in Section 7-21-28.

ALSO DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°33'56" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 983.64 FEET TO THE WEST LINE THEREOF; THENCE RUN NORTH 01°42'59" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 668.38 FEET TO THE NORTH LINE THEREOF; THENCE RUN SOUTH 89°23'30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 329.16 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°49'42" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 637.41 FEET TO THE SOUTH LINE OF THE SOUTH 15 FEET OF NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°13'08" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 645.77 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°36'18" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE SOUTH 15 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 15.00 FEET TO THE NORTH LINE THEREOF; THENCE RUN NORTH 89°13'08" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH 15 FEET OF SOUTH 30 FEET OF EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 45.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1056.42 FEET TO THE SOUTH LINE OF MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF EAST 30 FEET OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 1041.42 FEET TO THE NORTH LINE OF THE NORTH 15 FEET OF SOUTH 30 FEET OF EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTH 30 FEET OF THE WEST 30 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 45.00 FEET TO THE EAST LINE OF THE SOUTH 30 FEET OF THE WEST 30 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A

DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 15 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 01°36'18" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF THE SOUTH 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 645.83 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 01°49'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 652.36 FEET TO THE NORTH LINE OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°23'30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 643.32 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 02°03'11" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 665.48 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15.92 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT FILE NO: 2037-4935813

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 18A INCLUDING A 15 FEET STRIP TO COUNTY ROAD.

THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 LESS THE NORTH 30 FEET THEREOF, SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALSO THE WEST 15 FEET OF THE NORTH 30 FEET OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4, SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALSO THE SOUTH 15 FEET OF THE WEST 15 FEET OF THE SOUTH 1/2 OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; ALSO THE SOUTH 15 FEET OF THE EAST 30 FEET OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALSO THE WEST 15 FEET OF THE EAST 45 FEET OF THE SW 1/4 OF THE SE 1/4, LESS THE NORTH 30 FEET THEREOF FOR COUNTY ROAD RIGHT OF WAY, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALL IN ORANGE COUNTY, FLORIDA.

AND

NORTHEAST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 (LESS THE WEST 15 FEET) AND THE NORTH 15 FEET OF THE WEST 15 FEET OF NORTHEAST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 AND THE NORTH 15 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 (LESS THE WEST 30 FEET) IN SECTION 18, AND THE SOUTH 45 FEET OF THE WEST 45 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 (LESS THE SOUTH 30 FEET OF WEST 30 FEET) AND THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (LESS THE SOUTH 30 FEET AND LESS THE NORTH 30 FEET FOR ROAD RIGHT OF WAY), SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

AND

WEST 1/2 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, TOGETHER WITH A 20 FOOT INGRESS AND EGRESS EASEMENT AS STATED IN O.R. BOOK 3749, PAGE 2060, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; ALSO THE NORTH 15 FEET OF THE SOUTH 30 FEET OF

THE NORTH 1/2 OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4, LESS THE WEST 15 FEET THEREOF, ALSO THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 3/4 OF THE SE 1/4 OF THE SE 1/4, LESS THE SOUTH 30 FEET THEREOF; ALSO THE NORTH 15 FEET OF THE WEST 15 FEET OF THE SE 1/4 OF THE SE 1/4; THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALL IN ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°23'30" WEST ALONG THE NORTH LINE OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 329.16 FEET TO THE WEST LINE THEREOF; THENCE RUN SOUTH 01°42'59" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 668.38 FEET TO THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°33'56" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 327.88 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18; THENCE RUN NORTH 01°36'18" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1338.71 FEET TO THE SOUTH LINE OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°13'08" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 45.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF THE EAST 45 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1071.42 FEET TO THE SOUTH LINE OF MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE EAST 45 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 1056.42 FEET TO THE SOUTH LINE OF THE NORTH 15 FEET OF THE SOUTH 30 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID SOUTH LINE AND NORTH LINE OF THE WEST 15 FEET OF THE SOUTH 15 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 45.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE SOUTH 15 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 01°36'18" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE SOUTH 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 645.77 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 01°49'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 637.41 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15.1 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°23'30" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 643.32 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°49'42" EAST ALONG SAID EAST

LINE FOR A DISTANCE OF 652.36 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18; THENCE RUN NORTH 89°13'08" WEST ALONG SAID EASTERLY EXTENSION AND SAID NORTH LINE FOR A DISTANCE OF 645.83 FEET TO THE EAST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 15 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°36'18" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE SOUTH 30 FEET OF THE WEST 30 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 30.00 FEET TO THE NORTH LINE THEREOF; THENCE RUN NORTH 89°13'08" WEST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE NORTH 15 FEET OF THE SOUTH 30 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 45.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1041.42 FEET TO THE SOUTH LINE OF MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1026.41 FEET TO THE NORTH LINE OF THE SOUTH 45 FEET OF THE WEST 45 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 45.00 FEET TO THE EAST LINE THEREOF; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 45.00 FEET TO THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 615.89 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°04'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 343.18 FEET TO THE SOUTH LINE OF THE NORTH 15 FEET OF THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 89°17'38" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 645.50 FEET TO THE WEST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 729.09 FEET TO THE SOUTH LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 4; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 714.07 FEET TO THE NORTH LINE OF THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°17'38" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1290.97 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°08'12" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 359.05 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 02°03'11" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 665.48 FEET TO THE POINT OF BEGINNING.

CONTAINING: 16.37 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT FILE NO: 2037-4935687

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°24'26" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°10'14" WEST, 950.29 FEET; THENCE SOUTH 89°06'30" EAST, 645.37 FEET; THENCE NORTH 00°00'00" WEST, 360.04 FEET; THENCE NORTH 89°06'30" WEST, 168.78 FEET; THENCE NORTH 00°00'00" WEST, 592.75 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89°24'26" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 473.73 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF LAND CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDED BOOK 7195, PAGE 3600, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°14'04" EAST, ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°01'54" WEST A DISTANCE OF 450.04 FEET; THENCE RUN SOUTH 89°22'26" EAST A DISTANCE OF 459.52 FEET THENCE RUN NORTH 00°07'50" WEST A DISTANCE OF 448.99 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH 89°14'04" WEST ALONG SAID NORTH LINE A DISTANCE OF 458.33 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THAT PORTION OF LAND LYING WITHIN TRACT 33, OF MAUDEHELEN SUBDIVISION PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGE(S) 53 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION OF LAND CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3365, PAGE 706, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 45 FEET OF THE SOUTH 45 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA..

TOGETHER WITH

THE SOUTH 15 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST;

ALSO THE WEST 15 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 15 FEET AND LESS THE SOUTH 15 FEET THEREOF, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALL IN ORANGE COUNTY, FLORIDA.

PARCEL 3:

THAT PORTION OF TRACT 33, OF MAUDEHELEN SUBDIVISION PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGE(S) 53 THROUGH 56, INCLUSIVE, OF THE

PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WITHIN THAT CERTAIN WARRANTY OFFICIAL RECORDS BOOK 4388, PAGE 4737, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA.

THE ABOVE LEGAL DESCRIPTIONS ARE A PRELIMINARY DESCRIPTION. THIS DESCRIPTION IS CURRENTLY NOT AN INSURABLE DESCRIPTION. THE COMPANY MUST BE FURNISHED WITH A COMPLETE AND ACCURATE DESCRIPTION OF THE LANDS TO BE INSURED. THE COMPANY RESERVES THE RIGHT TO REVISE AND/OR AMEND THIS COMMITMENT UPON RECEIPT AND REVIEW OF SAID DESCRIPTION.

ALSO DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 33, MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 2, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 50 THROUGH 52 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 443.80 FEET TO THE SOUTHERLY LINE THEREOF; THENCE RUN ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES: SOUTH 89°22'06" EAST FOR A DISTANCE OF 461.08 FEET; THENCE RUN SOUTH 00°07'50" EAST FOR A DISTANCE OF 148.07 FEET; THENCE RUN SOUTH 89°14'20" EAST FOR A DISTANCE OF 168.78 FEET; THENCE RUN SOUTH 00°07'50" EAST FOR A DISTANCE OF 360.68 FEET TO THE NORTH LINE OF THE NORTH 15 FEET OF THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°17'38" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 645.93 FEET TO THE EAST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 714.07 FEET TO THE SOUTH LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 4; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1.20 FEET TO THE WEST LINE OF SAID TRACT 33; THENCE RUN NORTH 00°02'24" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 237.98 FEET TO THE NORTH LINE OF SAID TRACT 33; THENCE RUN SOUTH 89°31'10" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 13.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°13'08" WEST ALONG THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 615.89 FEET TO THE EAST LINE OF SOUTH 45 FEET OF THE WEST 45 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 45.00 FEET TO THE NORTH LINE THEREOF; THENCE RUN NORTH 89°13'08" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 45.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1026.41 FEET TO THE SOUTH LINE OF MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 729.09 FEET TO THE NORTH LINE OF THE SOUTH 15 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°17'38" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 645.50 FEET TO THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE

SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°04'26" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 343.18 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5.4 ACRES OF LAND, MORE OR LESS.

CONTAINING: 7.11 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT FILE NO:2037-4935888

THE LAND IS DESCRIBED AS FOLLOWS:

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4, SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 13, MAUDEHELEN SUBDIVISION PHASE 1, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 83 THROUGH 86 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°47'33" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST FOR A DISTANCE OF 657.98 FEET TO THE WEST LINE THEREOF; THENCE RUN NORTH 00°08'12" WEST ALONG SAID WEST LINE AND THE SOUTHERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 2, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 50 THROUGH 52 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 658.10 FEET; THENCE RUN NORTH 88°56'54" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 659.16 FEET TO THE WESTERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 1; THENCE RUN SOUTH 00°01'51" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 656.33 FEET TO THE POINT OF BEGINNING.

CONTAINING: 9.93 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT FILE NO: 2037-4935859

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF WAY DESCRIBED IN DEED BOOK 771, PAGE 438.

PARCEL 2:

THE SOUTH 1/2 OF THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°32'20" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1311.50 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH BINION ROAD ACCORDING TO PLAT BOOK 1, PAGES 40 THROUGH 43 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 01°09'43" EAST

ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 336.48 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°27'30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1314.07 FEET TO THE EAST LINE THEREOF; THENCE RUN SOUTH 01°36'18" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 334.68 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10.11 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION: (PREPARED BY ALLEN & COMPANY)

A PARCEL OF LAND LYING IN SECTIONS 7, 8 & 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF TRACT 33, MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 2, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 50 THROUGH 52 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 443.80 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 2; THENCE RUN ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES: SOUTH 89°22'06" EAST FOR A DISTANCE OF 461.08 FEET; THENCE RUN SOUTH 00°07'50" EAST FOR A DISTANCE OF 148.07 FEET; THENCE RUN SOUTH 89°14'20" EAST FOR A DISTANCE OF 168.78 FEET; THENCE RUN SOUTH 00°07'50" EAST FOR A DISTANCE OF 360.68 FEET TO THE NORTH LINE OF THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°17'38" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 645.04 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE RUN NORTH 00°08'12" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 299.05 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 2; THENCE RUN NORTH 88°56'54" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 659.16 FEET TO THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 1, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 83 THROUGH 86 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°01'51" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 656.33 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE RUN SOUTH 88°47'33" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 657.98 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 02°03'11" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1330.96 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°33'56" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1311.51 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°32'20" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1311.50 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH BINION ROAD ACCORDING TO PLAT BOOK 1, PAGES 40 THROUGH 43 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 01°09'43" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 336.48 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°27'30" EAST FOR A DISTANCE OF 1314.07 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°36'18" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1004.03 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°13'08" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 45.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF EAST 45 FEET OF SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST FOR A DISTANCE OF 1071.42 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 4; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 76.20 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 33; THENCE RUN NORTH 00°02'24" EAST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 237.98 FEET TO

NORTHWEST CORNER OF SAID TRACT 33; THENCE RUN SOUTH 89°31'10" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 13,59 FEET TO THE POINT OF BEGINNING.

CONTAINING: 79.96 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION: DAVIDSON

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

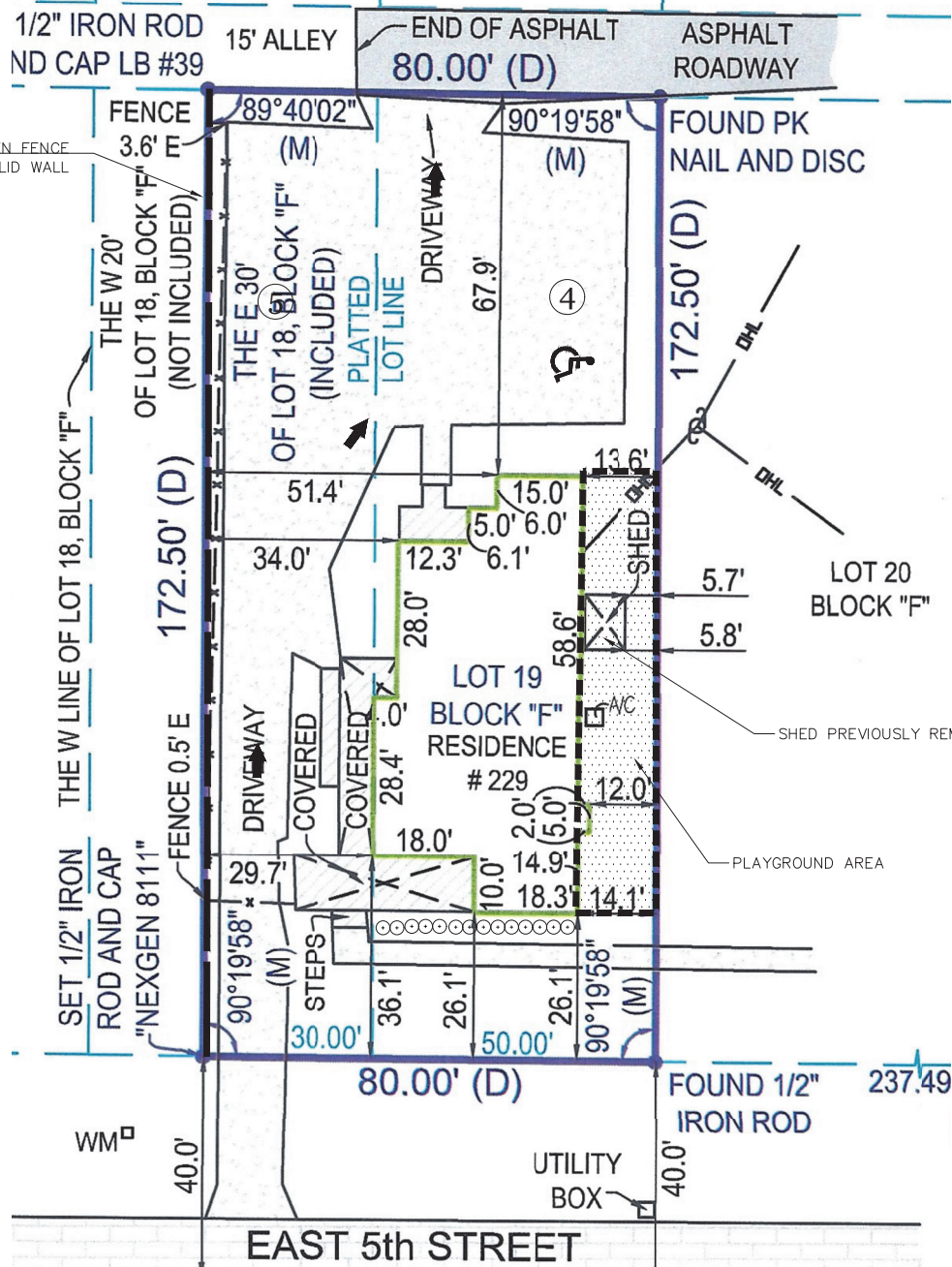
NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF NORTHEAST 1/4 (LESS 20' RIGHT OF WAY EASEMENT ON WEST FOR PURPOSE OF INGRESS & EGRESS FROM AND TO PROPERTY ON NORTH SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST TOGETHER WITH A 20' INGRESS & EGRESS EASEMENT AS STATED IN O. R. BOOK 3749, PAGE 2060) PUBLIC RECORDS ORANGE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 18, TOWNSHIP 21 SOUTH RANGE 28 EAST TOGETHER WITH THE FOLLOWING EASEMENTS FOR THE PURPOSE OF INGRESS AND EGRESS. THE NORTH 20 FEET OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 (LESS ROAD RIGHT OF WAY ON THE WEST) AND THE WEST 20 FEET OF THE NORTH 1/2 OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 ALL LYING AND BEING IN SECTION 18, TOWNSHIP 21 SOUTH RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING 15.21 ACRES MORE OR LESS.

____ REMOVE 6' WOODEN FENCE
REPLACE WITH 6' PANEL SOLID WALL



SITE INFORMATION

PARCEL ID: 28-21-09-0196-0190
ZONING: MU-D (MIXED USE DOWNTOWN)
LAND USE: OFFICE
PROPERTY AREA: 0.31 Acres (13,641 SF)

REQUIRED PARKING:
1 SPACE PER 10 PERSONS PLUS 1 SPACE PER EMPLOYEE

TOTAL 39 CHILDREN, 4 SPACES REQUIRED
EMPLOYEES: 5

TOTAL PARKING REQUIRED = 9 SPACES

PROVIDED PARKING:
STANDARD = 8
HANDICAP = 1
TOTAL SPACES PROVIDED = 9

REQUIRED PLAYGROUND AREA: 15 SF/CHILD = 585 SF
PLAYGROUND AREA PROVIDED: 1,045 SF

TRAFFIC GENERATION PER ITE MANUAL, 11TH EDITION

CODE 565: 127 DAILY TRIPS, 24 AM PEAK TRIPS, 25 PM PEAK TRIPS.

PER LDC SECTION 5.4.5, 7.5% OF THE SITE SHALL BE OPEN SPACE SET ASIDE.

TOTAL SITE: 13,641 SF

LANDSCAPE SPACE: 3,277 SF -24%

} BUILDING 1,990 SF -15.6%

PLAYGROUND 1,045 SF - 7.7%

PAVING: 7,329 SF- 54%

TOTAL OPEN SPACE : 31.7%

UTILITY USAGE

PER ORANGE COUNTY UTILITIES MANUAL- 0.025 ERU/ERU FACTOR

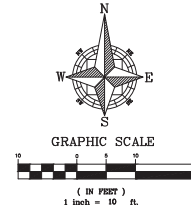
$$\left\{ \begin{array}{l} 39 \text{ STUDENTS} \times 0.025 = 0.925 \end{array} \right.$$
$$\left. \begin{array}{l} \text{WATER: } 0.925 \times 350 \text{ GAL/DAY} = 323.75 \text{ GPD} \end{array} \right\}$$

SEWER $0.925 \times 300 \text{ GAL/DAY} = 277.5 \text{ GPD}$

—SHED PREVIOUSLY REMOVED

—PLAYGROUND AREA

NOTE: ALL PUBLIC IMPROVEMENTS, INCLUDING ADJACENT SIDEWALKS, PAVEMENT, UTILITIES, STORM LINES, UNDERDRAIN, OR CURB, WILL BE CHECKED AT FINAL INSPECTION. ANY DAMAGED, BROKEN OR CRACKED SECTIONS SHALL BE REPLACED BY THE DEVELOPER PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.



**229 E. 5TH STREET
SITE PLAN
APOPKA, FLORIDA 32703**

[illegible]

RCE CONSULTANTS, LLC
617 ARVERN DRIVE
ALTAMONTE SPRINGS, FL 32701
PHONE NO. 407-852-8633
LARRY@RCECONSULTANTS.NET

ENGINEER OF RECORD

 12/31/2024

LAURENCE M. POLINER, P.E.
#56974

RCE CONSULTANTS, LLC

PROJECT #: 38.2023	
DRAWN:LMP CHECKED: LMP	
DATE: OCT 2023	SHEET: C-3
SCALE: 1"=10'	
SITE PLAN	

CONSTRUCTION SITE PLAN
for
MID-FLORIDA SOUTH
LOGISTICS PARK
APOPKA, FLORIDA

DEVELOPER:
BPG APOPKA PROPERTIES, LLC.
1540 GENESSEE STREET,
KANSAS CITY, MO. 64102
CONTACT: ERIC WYANCKO
PHONE: 913-333-9196
EMAIL: ERIC.WYANCKO@BLUESCOPEPROPERTIES.COM

ENGINEER:
DAVE SCHMITT ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD, SUITE 241
ORLANDO, FL 32828
CONTACT: DAVE SCHMITT, P.E.
PHONE: 407-207-9088
EMAIL: DSEMAILBOX@DSEORL.COM

SURVEYOR:
LEADING EDGE LAND SERVICES INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA, 32809
CONTACT: MIKE BAERHOLD
PHONE: 407-351-6730
EMAIL: MBAERHOLD@LEADINGEDGELS.COM

ENVIRONMENTAL:
BIO-TECH
3025 EAST SOUTH STREET,
ORLANDO, FL 32803
CONTACT: BILL KEENAN, DANIEL COUGH
PHONE: 407-894-5969
EMAIL: DANNY@BIOTECHCONSULTING.COM

GEOTECHNICAL:
ANDREYEV ENGINEERING, INC.
4055 ST. JOHN'S PARKWAY
SANFORD, FL 32711
CONTACT: MARK JUNG
PHONE: 407-330-7763
EMAIL: MJUNG@ANDREYEVENGINEERING.COM

LANDSCAPING:
BORELLI + PARTNERS.
720 VASSAR STREET
ORLANDO, FL 32804
CONTACT: CHRIS RICE
PHONE: 407-218-1342
EMAIL: CRICE@BORRELLIARCHITECTS.COM

PARCEL ID
Parcel 1 12-21-27-0000-00-011
Parcel 2 12-21-27-0000-00-012
Parcel 3 12-21-27-0000-00-013
Parcel 4 12-21-27-0000-00-007
Parcel 5 12-21-27-0000-00-008

Legal Description:
A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8062, PG. 1216, OFFICIAL RECORDS BOOK 10135, PAGE 9149, OFFICIAL RECORDS BOOK 9177, PAGE 2436, AND A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4572, PAGE 90, ALL BEING OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF TRACT F, MID-FLORIDA LOGISTICS PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, 99, PAGES 34-43, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 429 (WESTERN BELTWAY) LIMITED ACCESS RIGHT-OF-WAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 429 (WESTERN BELTWAY) THE FOLLOWING NINE (9) COURSES: 1) S15°56'44"W, A DISTANCE OF 76.95 FEET; 2) S13°06'26"W, A DISTANCE OF 95.81 FEET; 3) S09°55'40"W, A DISTANCE OF 260.16 FEET; 4) S89°55'49"W, A DISTANCE OF 521.35 FEET; 5) S00°11'42"W, A DISTANCE OF 466.60 FEET; 6) N89°55'49"E, A DISTANCE OF 489.17 FEET; 7) S07°25'10"E, A DISTANCE OF 313.50 FEET; 8) S17°09'09"E, A DISTANCE OF 106.11 FEET; 9) SOUTH EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 5156.00 FEET, A CENTRAL ANGLE OF 07°30'56" AND A CHORD BEARING AND DISTANCE OF S08°24'37"E, 675.83 FEET) FOR AN ARC DISTANCE OF 676.31 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 429 (WESTERN BELTWAY), ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, S89°50'36"W, A DISTANCE OF 1729.14 FEET; THENCE DEPARTING SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, N00°25'23"E, A DISTANCE OF 657.98 FEET TO THE SOUTH LINE OF TRACT C OF SAID MID-FLORIDA LOGISTICS PARK; THENCE ALONG THE SOUTH LINE OF SAID TRACT C N89°53'17"E, A DISTANCE OF 81.30 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C; THENCE DEPARTING SAID SOUTH LINE OF TRACT C, ALONG THE EAST LINE OF SAID TRACT C, N00°26'44"E, A DISTANCE OF 1316.95 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT C, ALSO BEING THE SOUTH LINE OF LOT 5 OF SAID MID-FLORIDA LOGISTICS PARK; THENCE DEPARTING SAID EAST LINE OF TRACT C, ALONG SAID SOUTH LINE OF LOT 5 N89°58'26"E, A DISTANCE OF 1583.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 65,303 ACRES (2844610 SQUARE FEET) OF LAND, MORE OR LESS.
ALSO A CFX PARCEL LOCATED IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST ORANGE COUNTY, FLORIDA, CONTAINING 5,412 ACRES (235752 SQUARE FEET) OF LAND, MORE OR LESS.

WATER / SEWER SERVICE:
CITY OF APOPKA
748 EAST CLEVELAND STREET
APOPKA, FL 32703
CONTACT: JORGE GARCIA
PHONE: 407-703-1731

ELECTRIC SERVICE:
DUKE ENERGY
PO BOX 14042
ST. PETERSBURG, FL 33733
CONTACT: CHRISTINA POSHARD
PHONE: 407-464-1229

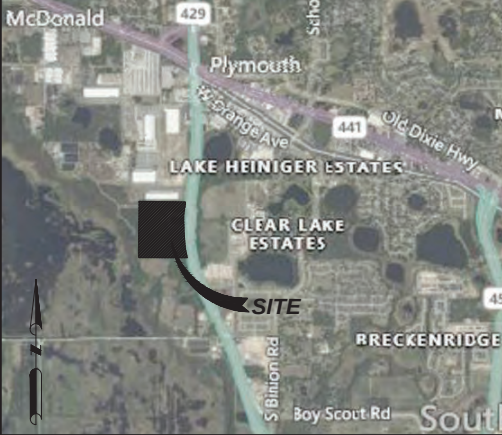
GAS SERVICE:
LAKE APOPKA NATURAL GAS DISTRICT
38 NORTH LAKE PARK AVENUE
APOPKA FL, 32703
CONTACT: EVERETT HOLMES
PHONE: 407-410-7024

TELEPHONE AND CABLE SERVICE:
CENTURYLINK
100 CENTURYLINK DRIVE
MONROE, LA 71203
CONTACT: HARRY TOLEDO
PHONE: 833-283-4773



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PHOTOMETRIC PLANS



SITE LOCATION
SCALE 1:2000



DAVE SCHMITT
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ORLANDO, FLORIDA 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471



Digitally signed
by Dave M
Schmitt
Date: 2024.01.10
16:50:37 -05'00'

DATE: APRIL 2023 JOB NO.: ANC-7 SHEET: 01 OF 33

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Know what's below.
Call before you dig.

Table with 4 columns: DATE, BY, DESCRIPTION, DATE. It contains a list of revisions for the construction site plan.

THIS IS TO CERTIFY THAT THE ROADWAY CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE DESIGNED TO APPLICABLE STANDARDS AS SET FORTH IN THE 'MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS' AS PREPARED BY FLORIDA DEPARTMENT OF TRANSPORTATION

- [illegible]




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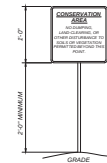
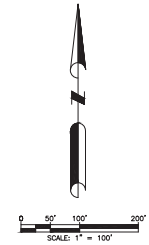
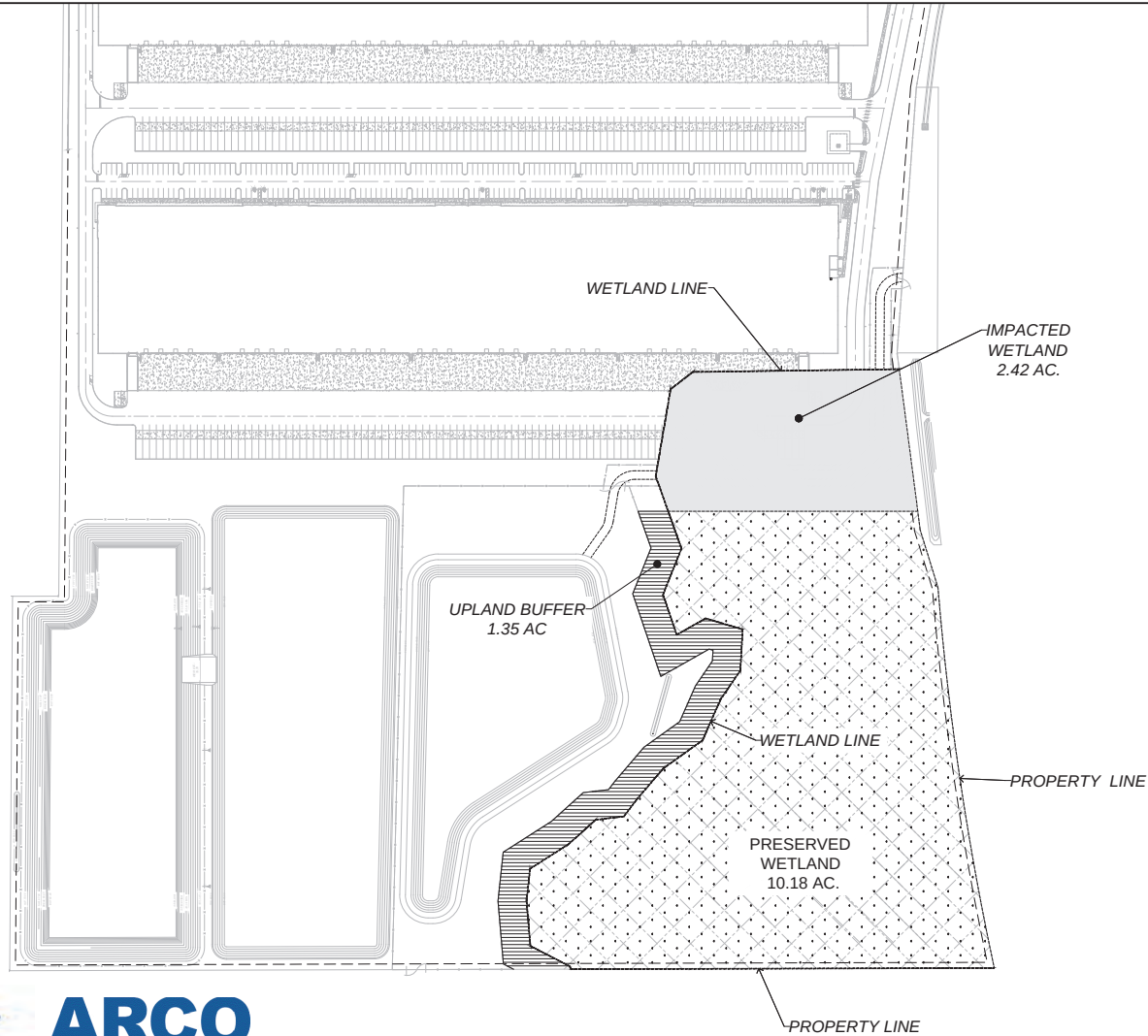
REVISED						DAVE M. SCHMITT FLORIDA REG. NUMBER 48274
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

GENERAL NOTES
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: N/S
SHEET: 02 OF 33

F:\MCT\CD\Drawings\Final\3 ENVIRONMENTAL CONSIDERATIONS PLAN.dwg,11/27/2023 9:47:45 AM



CONSERVATION AREA SIGN DETAIL
NOT TO SCALE

- NOTES:
1. MINIMUM AVERAGE 50' BUFFER HAS BEEN PROVIDED ON ALL PRESERVED WETLANDS.
 2. CONSERVATION AREA SIGNS TO BE PLACED AT EVERY 50' ALONG THE UPLAND BUFFER LIMITS.

LEGEND

DESCRIPTION	AREA
 WETLAND PRESERVATION AREA	10.18 AC.
 UPLAND BUFFER AREA	1.35 AC.
 WETLAND IMPACT	2.42 AC.



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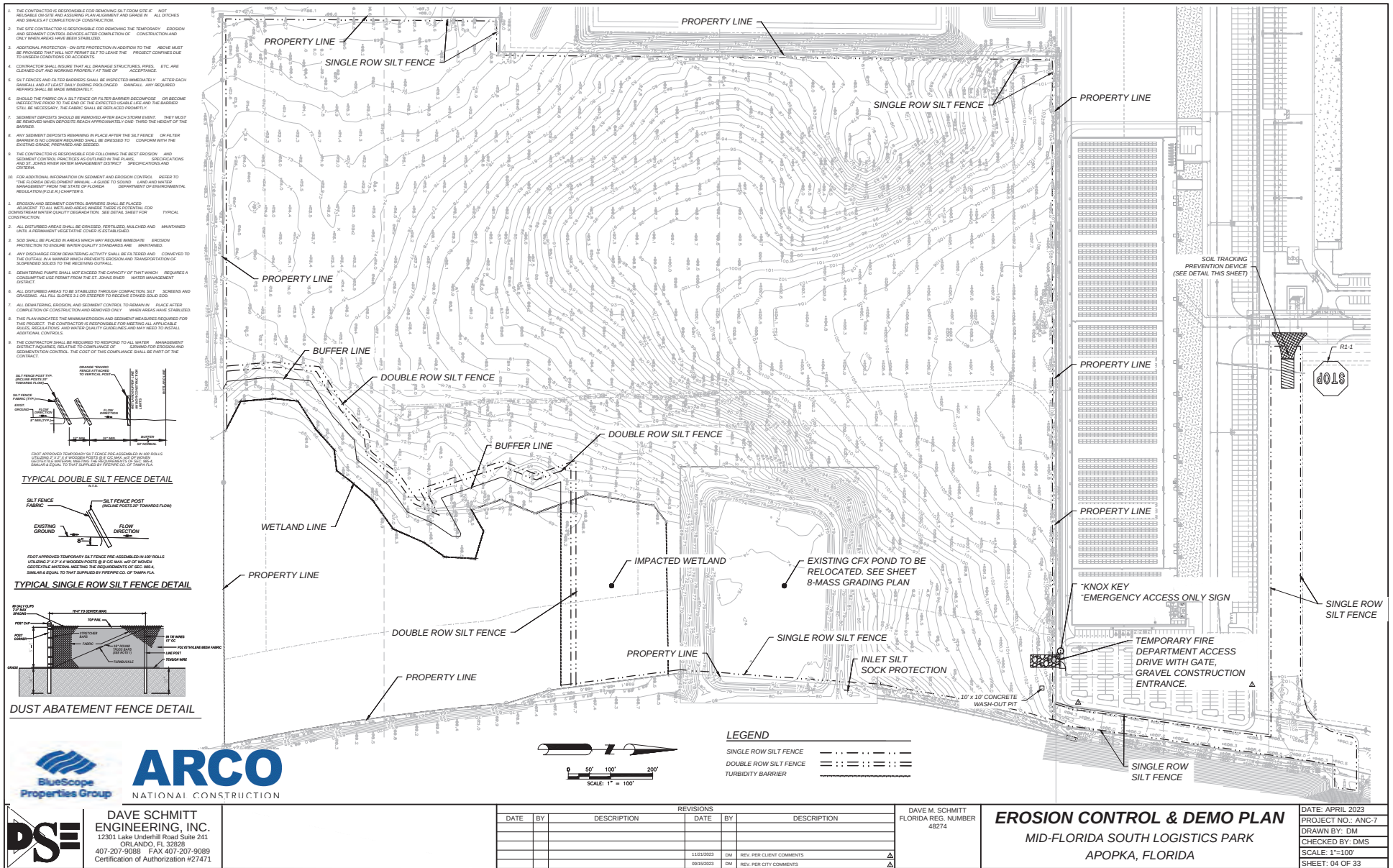
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

ENVIRONMENTAL CONSIDERATION PLAN
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1"=100'
SHEET: 03 OF 33

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ARCO
NATIONAL CONSTRUCTION



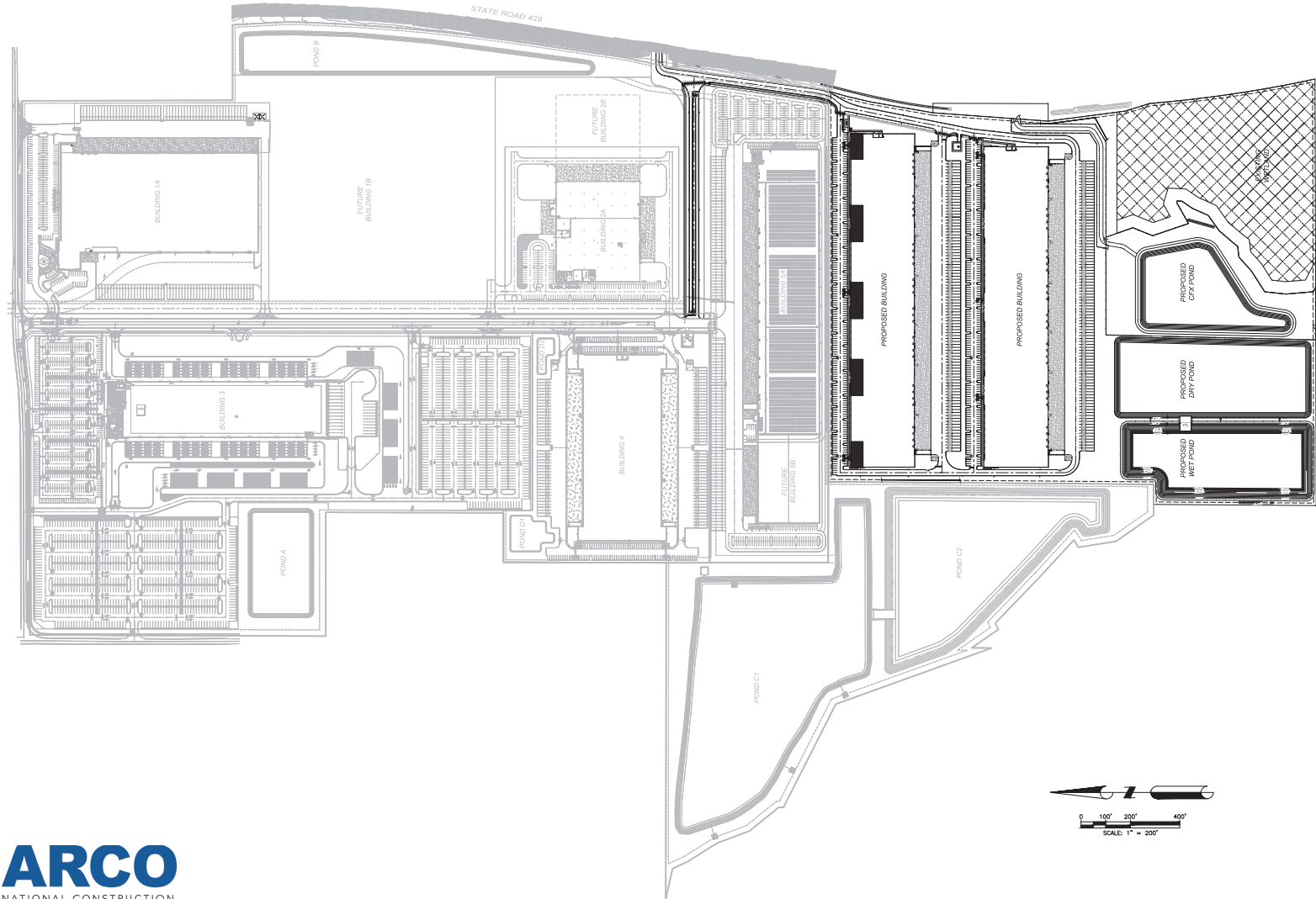
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Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

MASTER SITE PLAN
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 200'
SHEET: 07 OF 33



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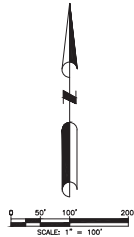
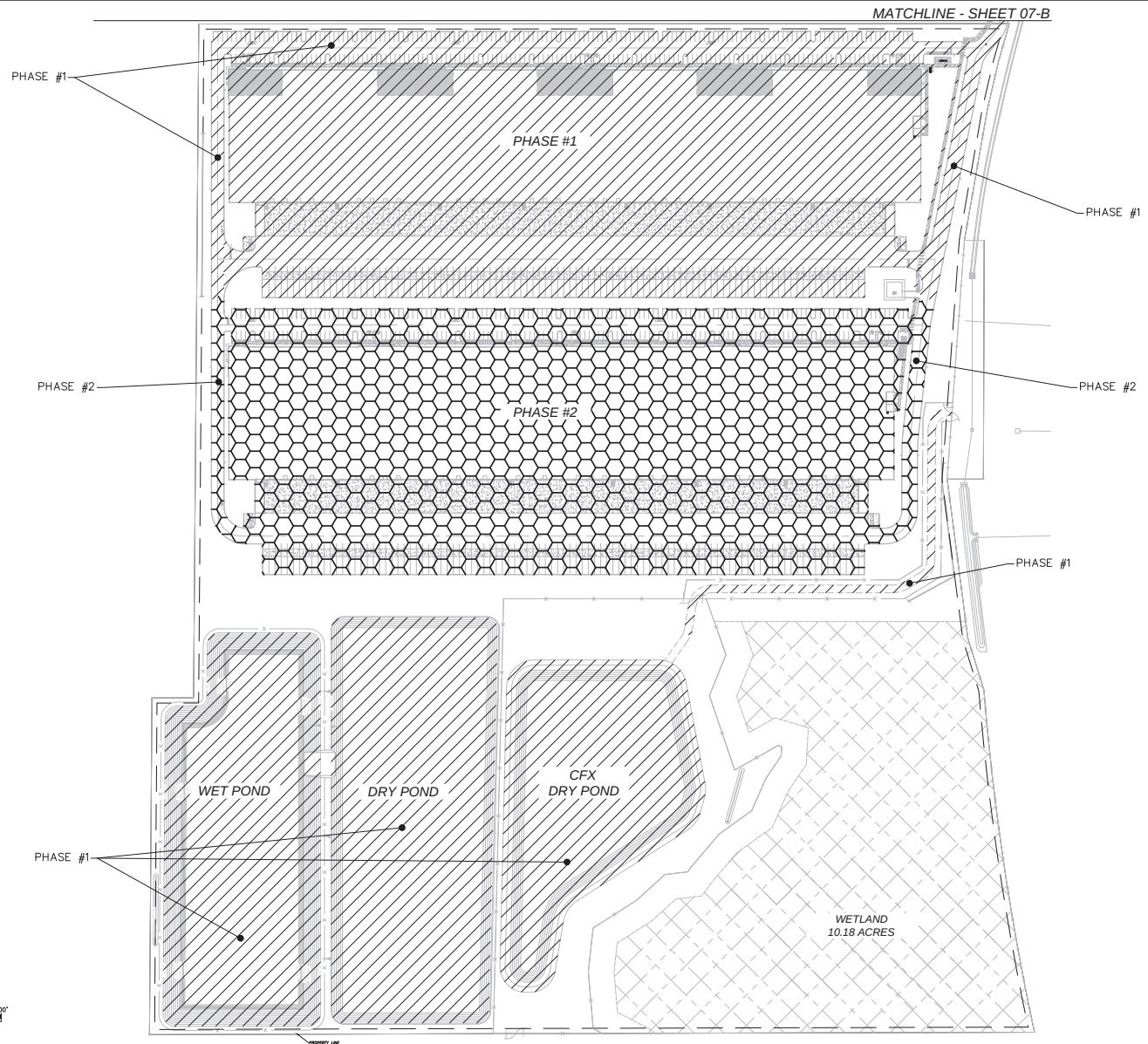
LEGEND

DESCRIPTION

PHASE 1

PHASE 2

PROPOSED



DAVE SCHMITT
ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

DATE		BY		DESCRIPTION	

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

PHASING PLAN
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 100'
SHEET: 07-A OF 33

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LEGEND

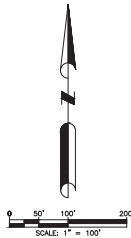
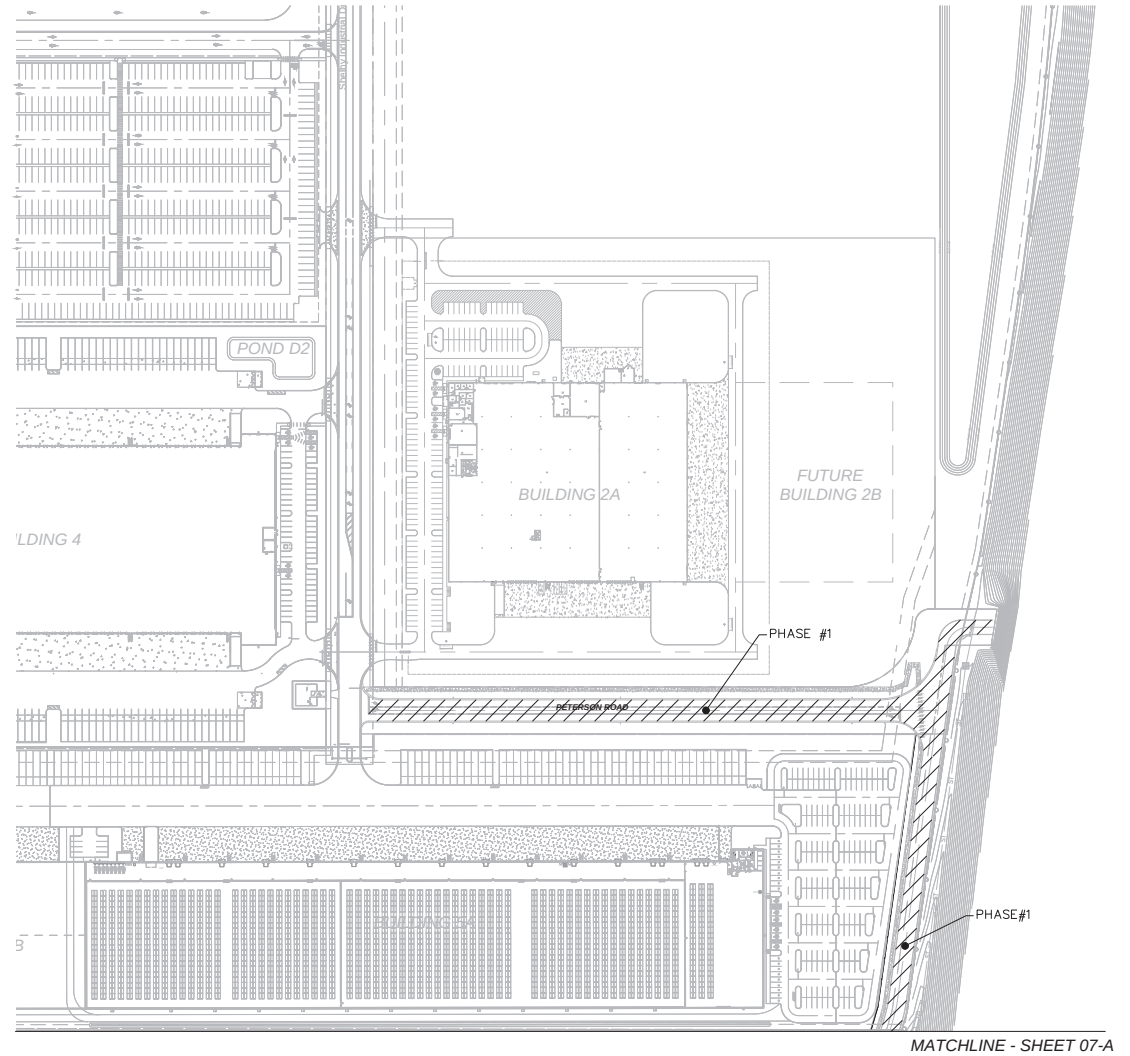
DESCRIPTION

PROPOSED

PHASE 1



PHASE 2



DAVE SCHMITT
ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

OFFSITE PHASING PLAN
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 100'
SHEET: 07-B OF 33

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NOTES

GENERAL:

PROJECT SHALL COMPLY WITH THE LIGHT INDUSTRIAL USE DESIGN STANDARDS SET FORTH IN CITY OF APOPKA LAND DEVELOPMENT CODE.

LANDSCAPING:

ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF CITY OF APOPKA LAND DEVELOPMENT CODE.

SITE LIGHTING:

ALL SITE LIGHTING SHALL MEET OR EXCEED THE REQUIREMENTS OF CITY OF APOPKA LAND DEVELOPMENT CODE.

SIGNAGE:

POLE SIGNS, BILLBOARDS AND ALL OTHER SIGNAGE SHALL COMPLY WITH THE CITY OF APOPKA LAND DEVELOPMENT CODE.

EASEMENTS:

ANY EASEMENT SHOWN AS PROPOSED WILL BE RECORDED PRIOR TO ISSUING THE CERTIFICATE OF OCCUPANCY.

UTILITY PROVIDERS

WATER: CITY OF APOPKA
WASTEWATER: CITY OF APOPKA
ELECTRIC: DUKE ENERGY

PHASING

PROJECT WILL BE CONSTRUCTED IN 3 PHASES. SEE PHASING PLANS FOR DETAILS

SOILS

SOIL SYMBOL SOIL DESCRIPTION
5 Candler-Apopka Fine Sands, 5 to 12 percent slopes
23 Malabar Fine Sand, 0 to 5 percent slopes
35 Okeelanta Muck, 0 to 5 percent slopes
34 Pomeo Fine Sand, 0 to 5 percent slopes
42 Sawbel Muck, 0 to 5 percent slopes
47 Tavares-Hilltopper Fine Sands, 0 to 5 percent slopes
54 Zolfo Fine Sand, 0 to 2 percent slopes

VEGETATION

GENERALIZED VEGETATION BASED UPON THE FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) OR THE NATURAL COMMUNITY TYPES AS DEVELOPED BY THE FLORIDA NATURAL AREAS INVENTORY.

STORMWATER MANAGEMENT

STORMWATER FOR THE PROPERTY WILL BE HANDLED BY ON-SITE POND AS REQUIRED BY CITY OF APOPKA AND THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP NO. 12095C0125H EFFECTIVE SEPTEMBER 24, 2021. THE DESCRIBED PROPERTY IS WITHIN ZONE "X" AND ZONE "AE" WITH BASE FLOOD ELEVATION HAS BEEN ESTABLISHED.



TRAFFIC ANALYSIS

PER 11TH EDITION ITE TRIP GENERATION MANUAL - LAND USE WAREHOUSE (150) - 1,364 AOT 151 PM PEAK HOUR TRIP (27% IN AND 73% OUT)

BUILDING DATA

BUILDING FOOTPRINT AREA: 691,016 S.F.
MAX. BUILDING HEIGHT: 45 FT.
MAX. FLOOR AREA RATIO: 0.40 FAR

YARD SETBACKS

REQUIRED:
FRONT: 10 FT.
SIDES: 10 FT (30 FT when adjacent to a residential use or District)
REAR: 10 FT (30 FT when adjacent to a residential use or District)



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SITE DATA

TOTAL GROSS AREA: 71.3 AC.
EXISTING ZONING: IL
ADJACENT ZONING: PUD
NORTH: A-1
EAST: CONSERVATION
SOUTH: PUD
WEST: INDUSTRIAL
FLU:
REQUIRED OPEN-SPACE: 3.6 AC. 5%
PROPOSED OPEN-SPACE: 10.02 AC. 14.17%
PERVIOUS AREA: 33.77 AC. 47.75%
IMPERVIOUS AREA: 36.94 AC. 52.25%
TOTAL GROSS AREA: 70.71 AC. 100.00%

PARKING CALC'S

PARKING REQUIREMENT:
2 PS / 1,000 SF OF OFFICES + 1 PS / 600 SF UP
TO 3,000 SF, THEN 1/1 ADDITIONAL 3,000 SF
(ADA) 8 PARKING REQUIRED FOR (301-400 PS)

FOR 352,268 SF OF BUILDING # 1
10% OFFICES = 35,226 SF @ 2PS/1000 SF = 72 SPACES
DISTRIBUTION: 317,041 SF @ 1PS/600 UP TO 3,000 SF,
AND THEN 1/1 ADDITIONAL 3,000 SF = 110 SPACES.

TOTAL SPACES REQUIRED = 110 SPACES + 72 SPACES
= 182 SPACES / BUILDING

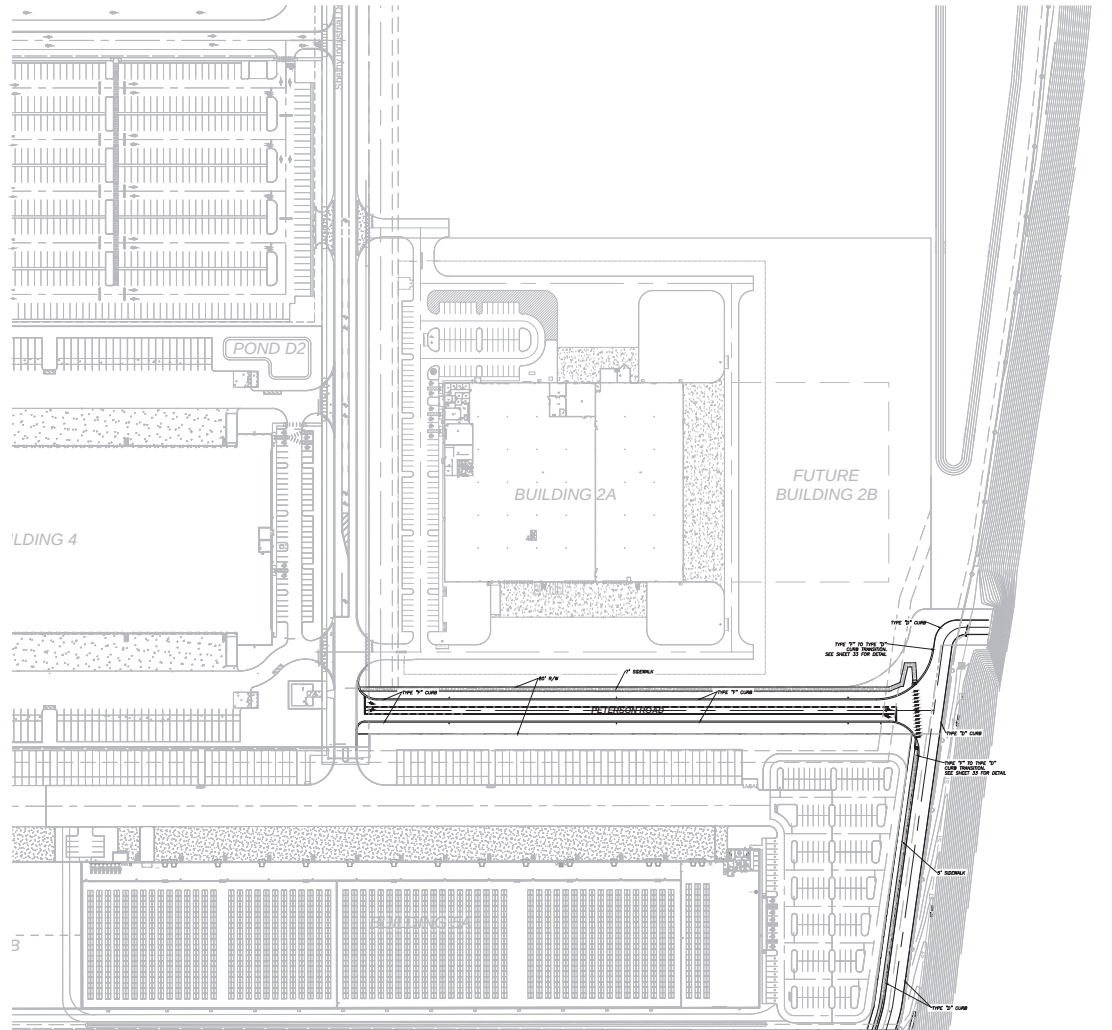
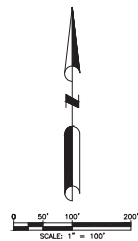
FOR 338,748 SF OF BUILDING # 2
10% OFFICES = 33,875 SF @ 2PS/1000 SF = 68 SPACES
DISTRIBUTION: 304,873 SF @ 1PS/600 UP TO 3,000 SF,
AND THEN 1/1 ADDITIONAL 3,000 SF = 106 SPACES.

TOTAL SPACES REQUIRED = 106 SPACES + 68 SPACES
= 174 SPACES / BUILDING

TOTAL SPACES REQUIRED = 182 PS + 174 PS = 356 SPACES
TOTAL ADA SPACES REQUIRED = 8 SPACES

PARKING REQUIRED:
REGULAR SPACES = 356 SPACES
HANDICAP SPACES = 8 SPACES
TOTAL PARKING REQUIRED = 364 SPACES

PARKING PROVIDED:
REGULAR SPACES = 520 SPACES
TRAILER PARKING SPACES = 196 SPACES
HANDICAP SPACES = 11 SPACES
TOTAL PARKING PROVIDED = 727 SPACES



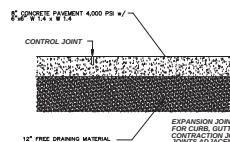
MATCHLINE - SHEET 08/33

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
11/01/2023	DW	REV. PER CLIENT COMMENTS			

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OVERALL OFFSITE PLAN
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

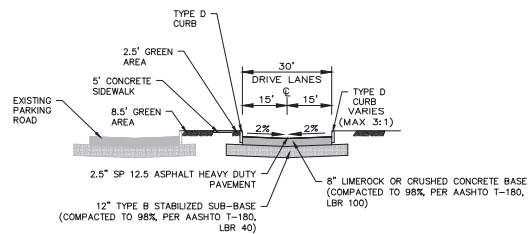
DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 100'
SHEET: 09 OF 33



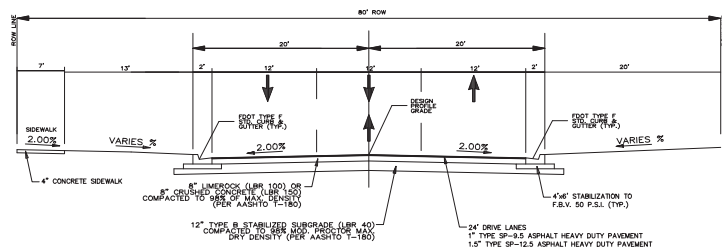
TYPICAL CONCRETE PAVEMENT SECTION

LEGEND

DESCRIPTION	PROPOSED
CONCRETE HEAVY DUTY PAVEMENT	
ASPHALT HEAVY DUTY PAVEMENT	
ASPHALT LIGHT DUTY PAVEMENT	
ASPHALT HEAVY DUTY PAVEMENT (PETERSON ROAD)	



ROADWAY SECTION A-A



ROADWAY SECTION B-B (PETERSON ROAD)



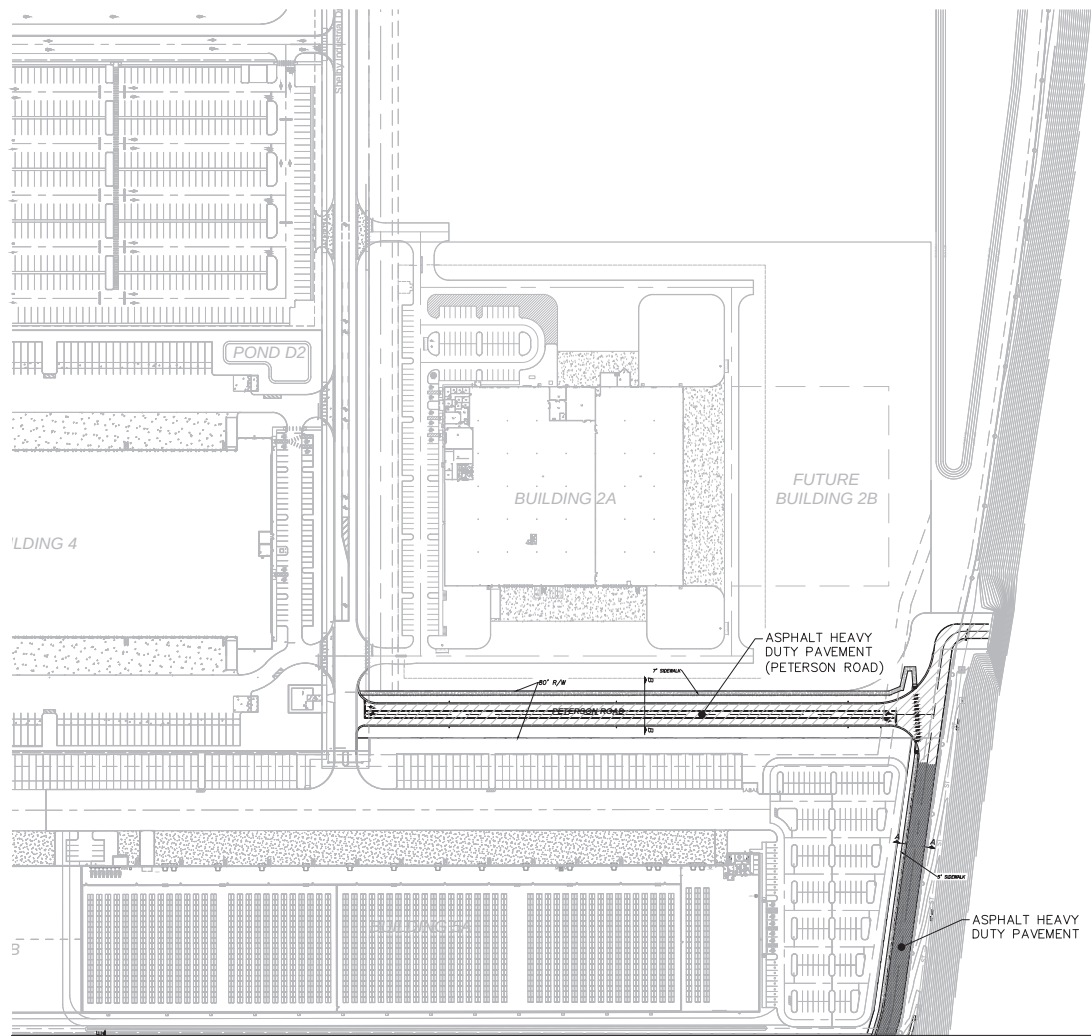
**DAVE SCHMITT
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[illegible]

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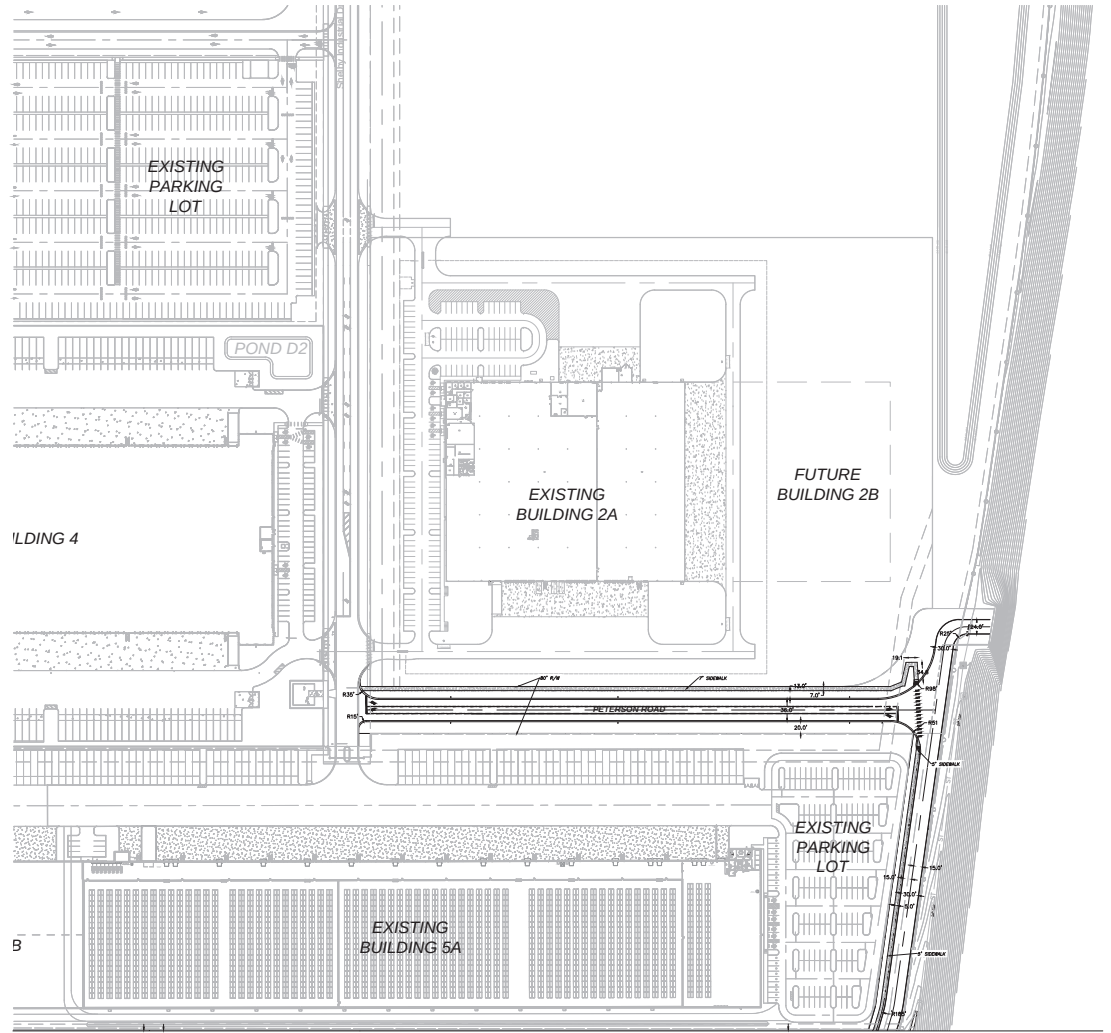
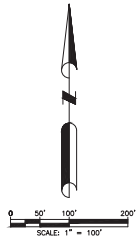
OFFSITE PAVING PLAN
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 100'
SHEET: 11 OF 33



MATCHLINE - SHEET 10

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MATCHLINE - SHEET 12/33



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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
11/01/2023	DM	REV. PER CLIENT COMMENTS			

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DIMENSION PLAN-2
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 100'
SHEET: 13 OF 33



POST INSTALLATION INSPECTION NOTE

- ALL STORM PIPE TO BE POST INSTALLATION INSPECTED PER FDOT SECTION 430-4.8 (PIPE INSPECTION).
- ADDITIONAL INFORMATION ON PIPE INSPECTION, EVALUATION & REPAIR CAN BE FOUND IN THE FDOT CONSTRUCTION PRODUCTS ADMINISTRATION MANUAL UNDER SECTION 8.13.

NOTE: ALL STORM WATER PIPE JOINTS AND BOX INLETS SHALL BE WRAPPED WITH FDOT APPROVED FILTER FABRIC PER FDOT INDEX 430-001.

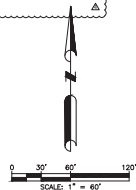


DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 60'
SHEET: 14 OF 22

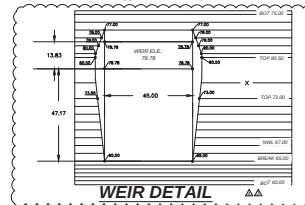




ARCO
NATIONAL CONSTRUCTION



DESCRIPTION	PROPOSED
SANITARY SEWER SYSTEM	
STORM SEWER SYSTEM	
WATER SYSTEM	
FIRE HYDRANT	
CONTOUR	
DIRECTION OF SURFACE FLOW	



CS-1-1	CS-1-4	CS-1-5	CS-1-6	CS-1
DRAINAGE MANHOLE N 1579944.85 E 475918.33 NW EL: 60.13 NW INV EL: 73.96	DRAINAGE MANHOLE N 1579945.24 E 475431.09 TOP EL: 60.29 NW INV EL: 73.91	DRAINAGE MANHOLE N 1579945.24 E 476012.22 TOP EL: 60.29 NW INV EL: 73.57	DRAINAGE MANHOLE N 1579945.18 E 475958.18 TOP EL: 78.92 NW INV EL: 73.50	CONTROL STRUCTURE N 1579572.48 E 475942.67 TOP EL: 80.00 E INV EL: 70.00
MS-1	OUTFALL-1	CS-2	MS-2	OUTFALL-2
N 1579744.85 E 475918.33 NW EL: 73.39	N 1579540.75 E 476001.06 NW EL: 68.00	CONTROL STRUCTURE N 1578310.32 E 475732.72 NW EL: 72.00	N 1579066.36 E 475732.72 NW EL: 74.60	N 1573355.85 E 474953.84 NW EL: 65.30



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			01/10/2023	DM	REV. PER CLIENT COMMENTS
			13/12/2023	DM	REV. PER CLIENT COMMENTS
			09/15/2023	DM	REV. PER CITY COMMENTS

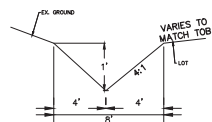
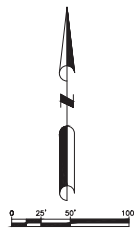
GRADING & DRAINAGE PLAN - 3
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

Page 107 of 126

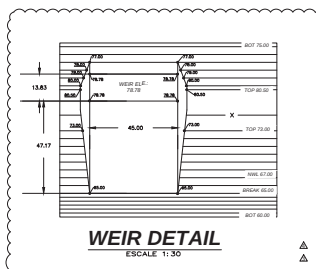


<u>WET POND DATA</u>	
TOP OF BANK EL.	73.0
NORMAL WATER LEVEL EL.	67.0
BOTTOM OF POND EL.	60.0
MEAN/24HR. D.H.W. EL.	67.0
10YR./24HR. D.H.W. EL.	67.0
25YR./24HR. D.H.W. EL.	67.0
100YR./24HR. D.H.W. EL.	67.30

<u>DRY POND DATA</u>	
TOP OF BANK EL.	80.50
BOTTOM OF POND EL.	75.00
MEAN/24HR. D.H.W. EL.	75.53
10YR./24HR. D.H.W. EL.	77.14
25YR./24HR. D.H.W. EL.	77.76
100YR./24HR. D.H.W. EL.	78.79



TYPICAL SPREADER SWALE
CROSS SECTION
N.T.S.



MES-2	CS-2	OUTFALL-2
MES	CONTROL STRUCTURE	MES
N: 1579866.36	TYPE "G"	N: 1579335.85
E: 475372.51	N: 1579335.70	E: 474853.84
INV EL. = 74.65	E: 475001.63	TOP EL: 71.47
	TOP EL: 72.00	E INV EL: 65.30
	W INV EL: 65.50	



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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			01/10/2023	DM	REV. PER CLIENT COMMENTS A
			11/21/2023	DM	REV. PER CLIENT COMMENTS A
			07/14/2023	DM	REV. PER CITY COMMENTS A

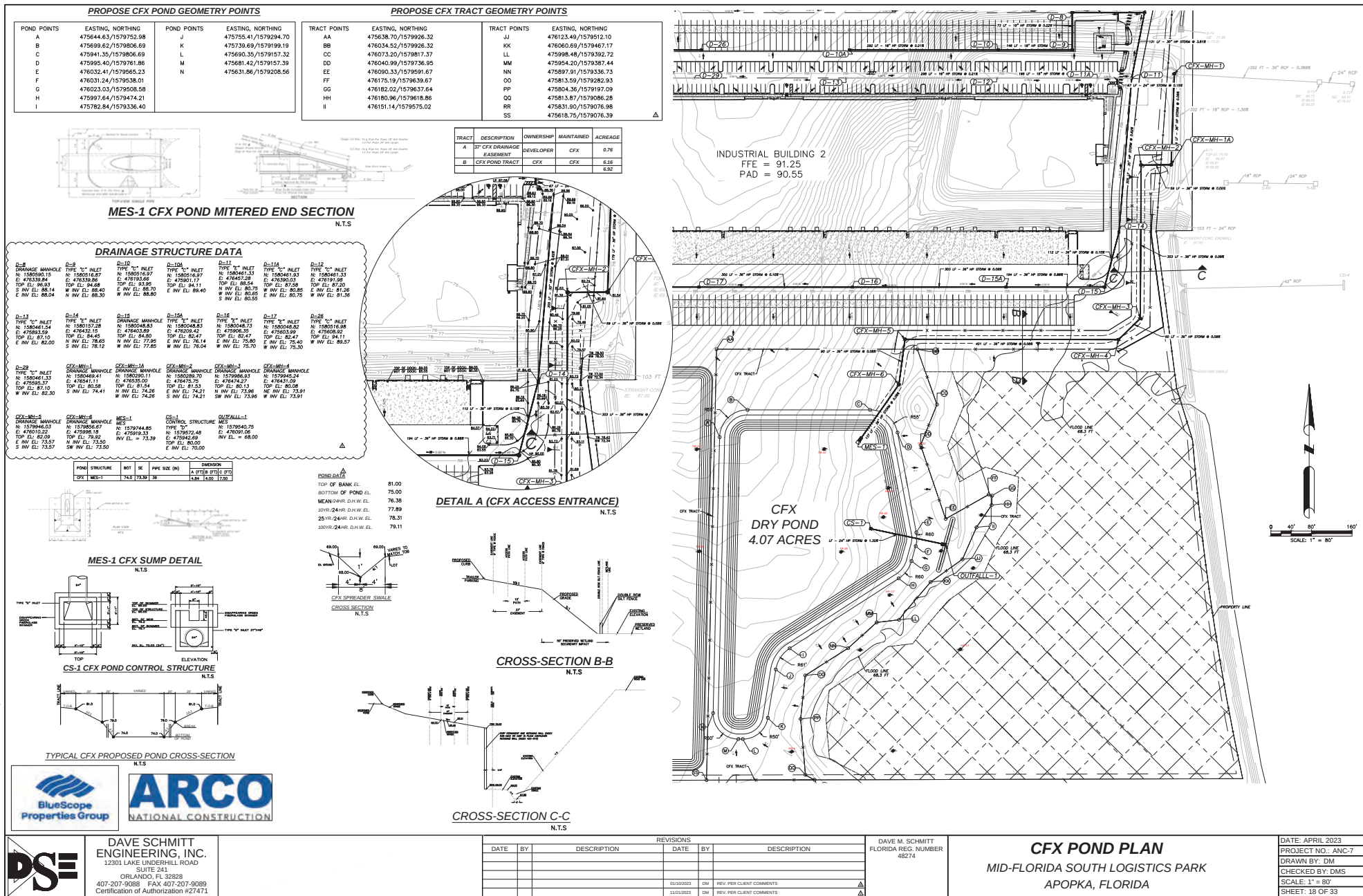
DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

POND PLAN

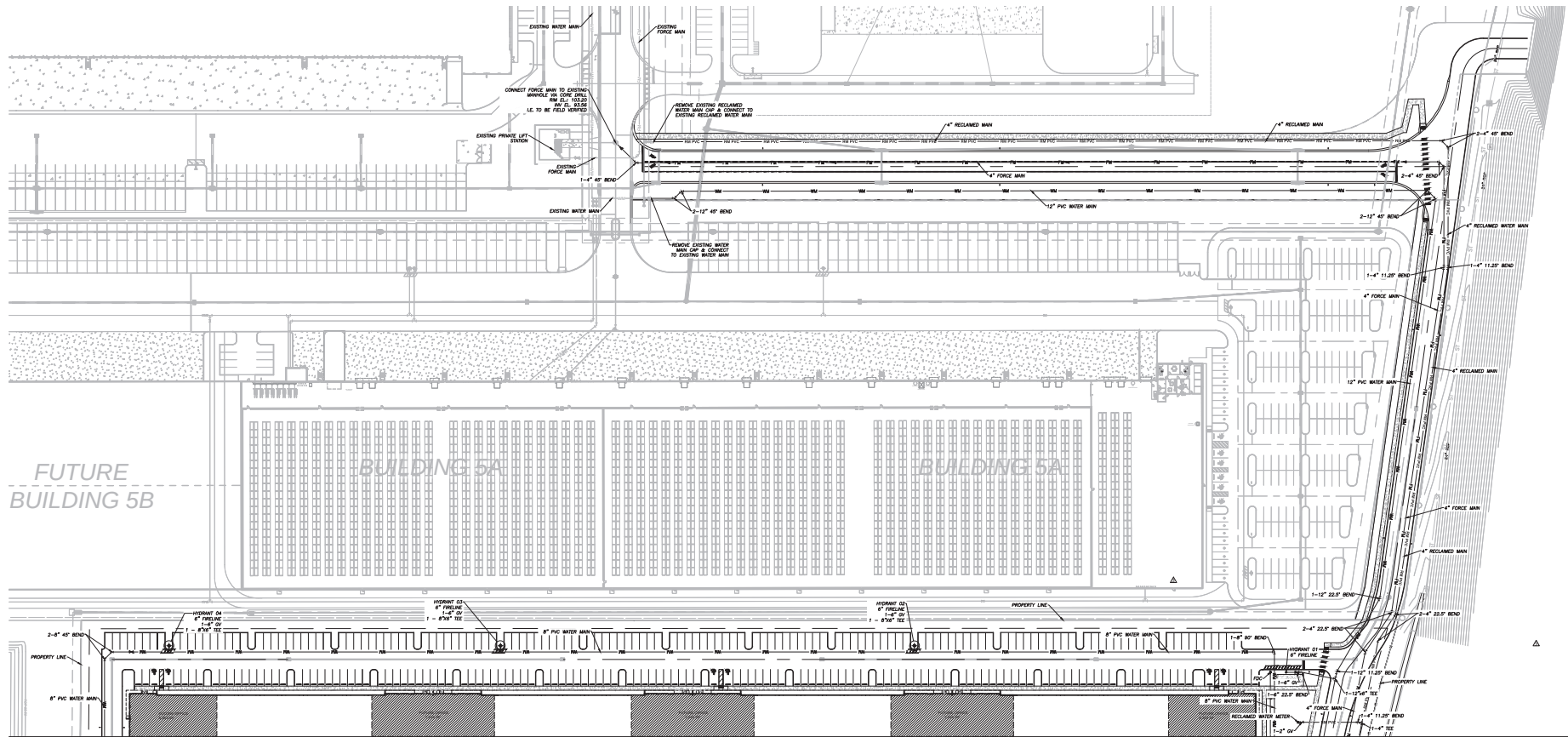
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANO
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 60'
SHEET: 17 OF 33

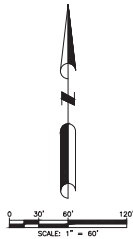
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MATCHLINE - SHEET 20/33



LEGEND

DESCRIPTION	PROPOSED
SANITARY SEWER SYSTEM	
STORM SEWER SYSTEM	
WATER SYSTEM	
FIRE HYDRANT	
RECLAIMED WATER SYSTEM	



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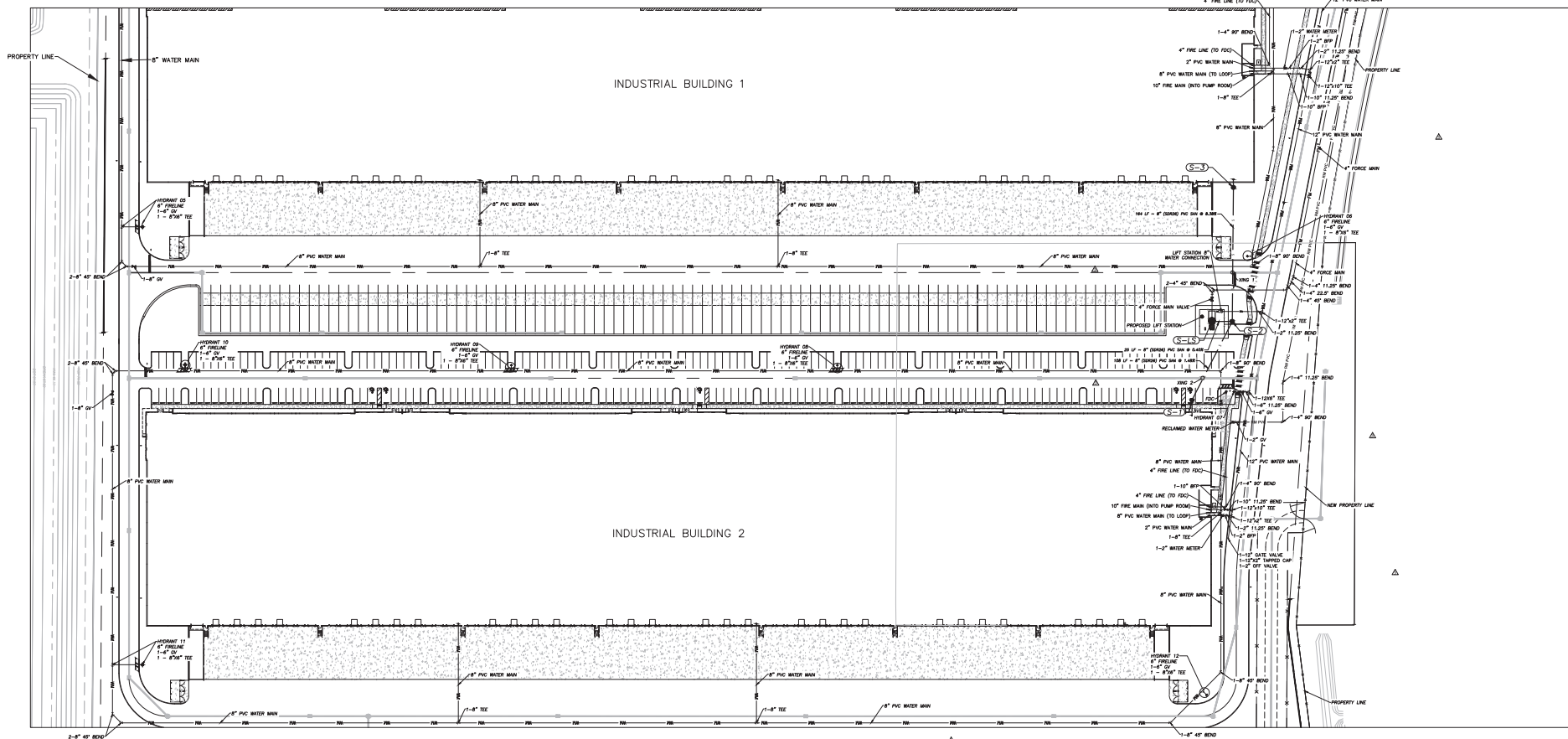
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
11/21/2023	DM	REV. PER CLIENT COMMENTS			

DAVE M. SCHMITT
FLORIDA REG. NUMBER
45274

UTILITY PLAN - 1
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 60'
SHEET: 19 OF 33

MATCHLINE - SHEET 19/33

**LEGEND**

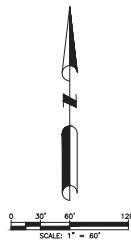
DESCRIPTION	
SANITARY SEWER SYSTEM	—●—
STORM SEWER SYSTEM	—●—
WATER SYSTEM	—●—
FIRE HYDRANT	—●—
RECLAIMED WATER SYSTEM (PROPOSED)	—●—

SANITARY STRUCTURE DATA

S-1 SANITARY MANHOLE N: 1580434.63 E: 476378.10 TOP EL: 88.29 NE INV EL: 78.90	S-2 SANITARY MANHOLE N: 1580530.68 E: 476427.27 TOP EL: 92.90 SW INV EL: 77.30 N INV EL: 78.30 W INV EL: 77.20
--	--

S-3 SANITARY CLEANOUT N: 1580694.23 E: 476428.62 TOP EL: 102.50 S INV EL: 92.00	S-4 LIFT STATION N: 1580530.64 E: 476402.41 TOP EL: 92.90 S INV EL: 77.10
---	---

PROFILE GRADE EL: 80.47 6.78' COVER ± TOP EL: 80.47 24" ROP STORM INV. EL: 87.22 BOT EL: 86.97 3.0' SEPARATION ±	PROFILE GRADE EL: 80.58 5.38' COVER ± TOP EL: 80.58 18" ROP STORM INV. EL: 80.88 BOT EL: 80.67 1.53' SEPARATION ±
--	---



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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

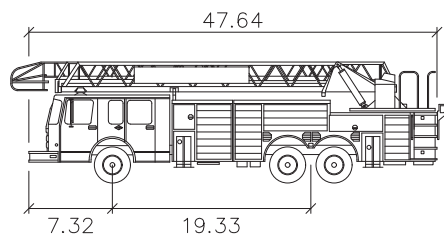
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UTILITY PLAN - 2
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 60'
SHEET: 20 OF 33

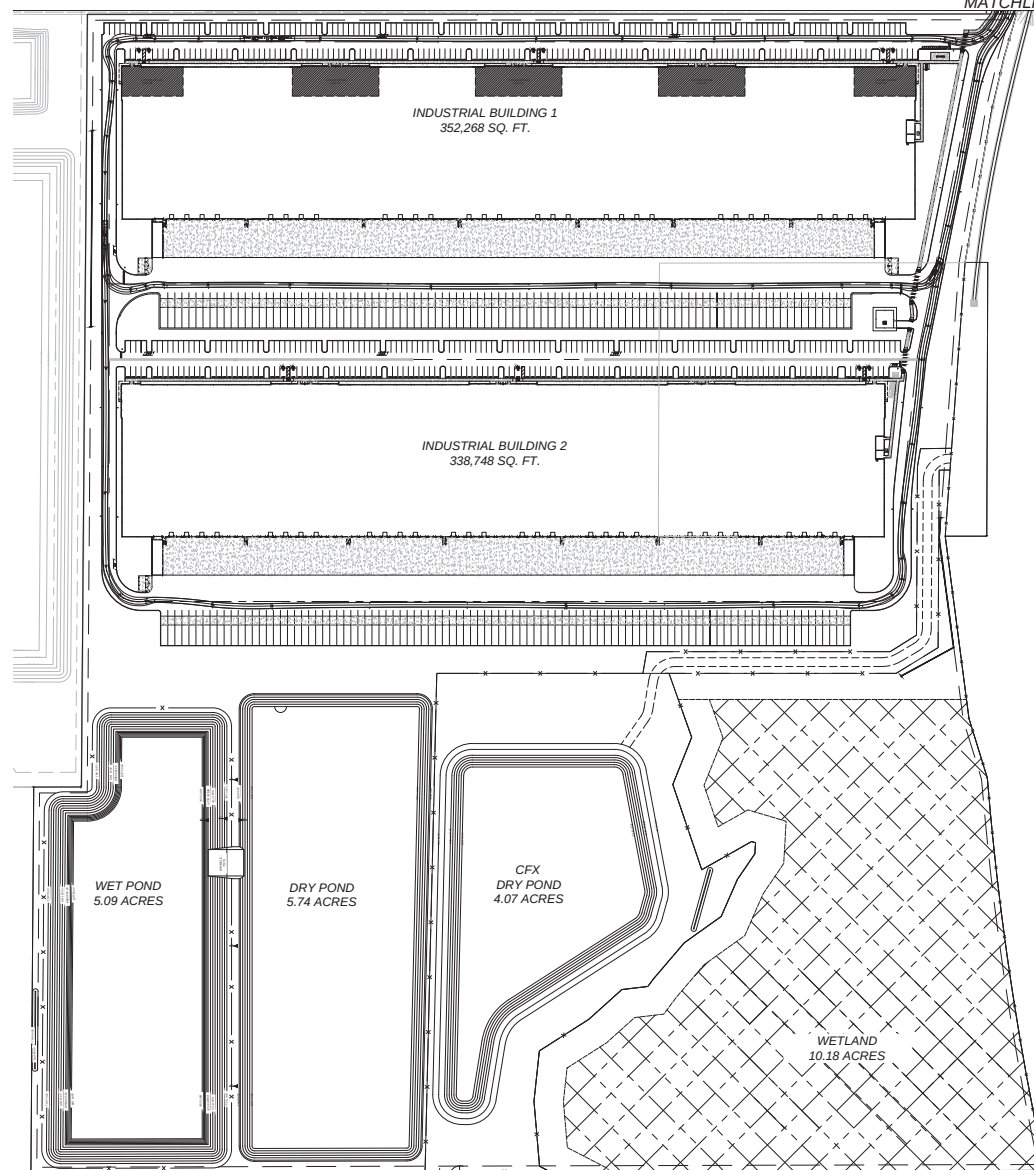
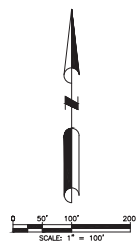
NOTES

1. FIRE DEPARTMENT ACCESS AND WATER SUPPLY SHALL COMPLY WITH NFPA 1 (2021 EDITION) AND FFPC (7TH EDITION).
2. THE NUMBER AND PLACEMENT OF REQUIRED FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH NFPA 1 (2021 EDITION) AND FFPC (7TH EDITION).
3. ALL ROADWAYS AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.
4. FIRE HYDRANTS SHALL BE MARKED WITH BLUE ROAD REFLECTOR.
5. BUILDING WILL BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM.
6. BUILDING MUST BE MONITORED BY AN AUTOMATIC FIRE ALARM SYSTEM.
7. A LOCK BOX MUST BE PROVIDED NEAR THE FRONT DOOR.



APOPKA FIRE TRUCK 2

	feet
Width	: 8.00
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 45.0



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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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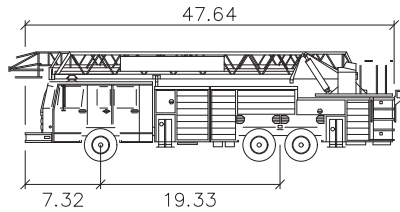
FIRE TRUCK ROUTING PLAN MID-FLORIDA SOUTH LOGISTICS PARK APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 100'
SHEET: 21 OF 33

F:\A\CT\CAD\Plans\12-22 FIRE TRUCK ROUTING PLAN.dwg,1/10/2024 10:00:22 AM

NOTES

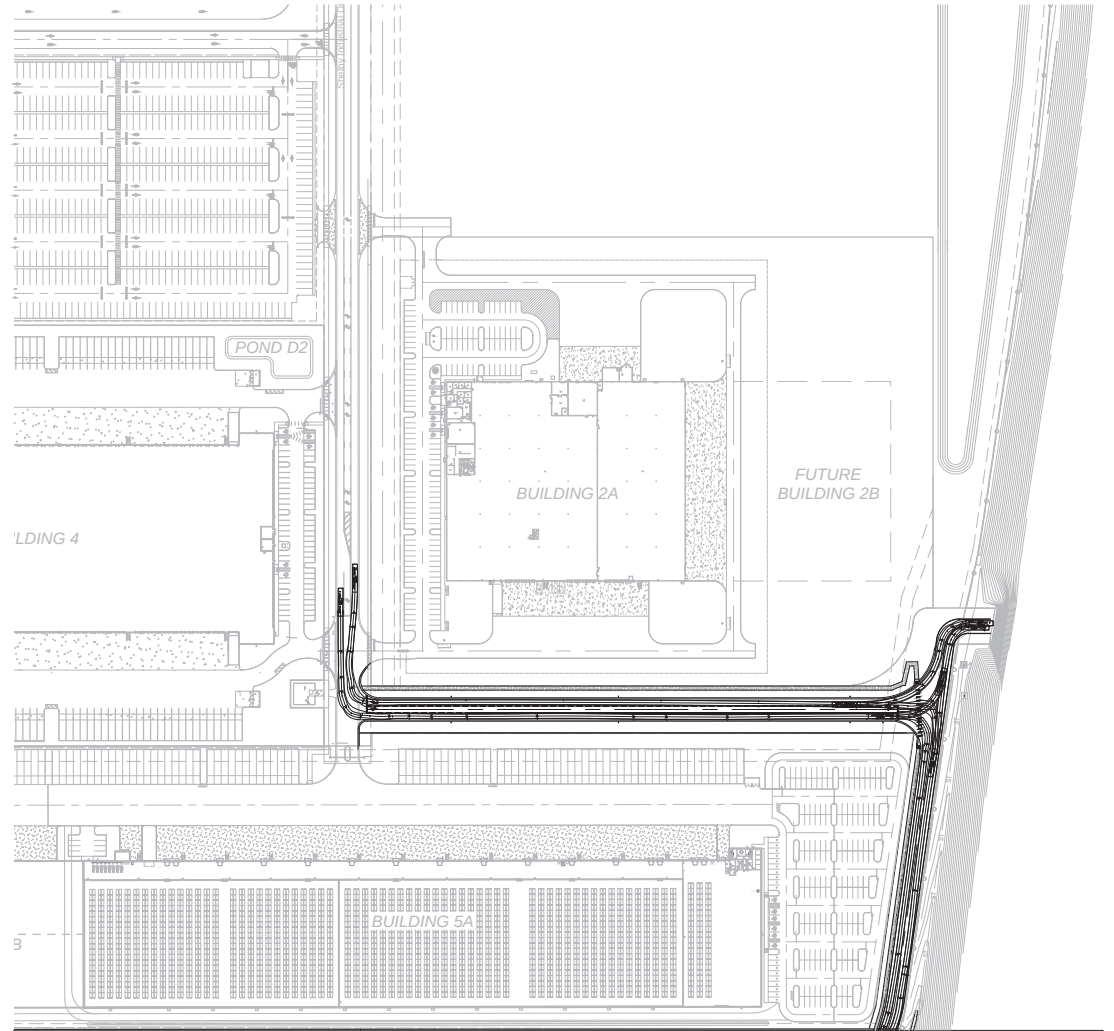
1. FIRE DEPARTMENT ACCESS AND WATER SUPPLY SHALL COMPLY WITH NFPA 1 (2021 EDITION) AND FFPC (7TH EDITION).
2. THE NUMBER AND PLACEMENT OF REQUIRED FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH NFPA 1 (2021 EDITION) AND FFPC (7TH EDITION).
3. ALL ROADWAYS AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.
4. FIRE HYDRANTS SHALL BE MARKED WITH BLUE ROAD REFLECTOR.
5. BUILDING WILL BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM.
6. BUILDING MUST BE MONITORED BY AN AUTOMATIC FIRE ALARM SYSTEM.
7. A LOCK BOX MUST BE PROVIDED NEAR THE FRONT DOOR.



APOPKA FIRE TRUCK

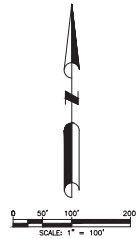
Width : 8.00
Track : 8.50
Lock to Lock Time : 6.00
Steering Angle : 45.0

△



MATCHLINE - SHEET 21/33

△



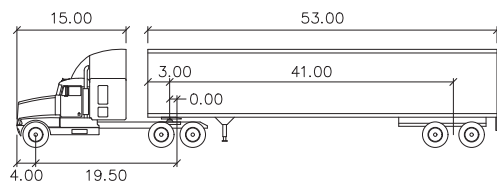
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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
11/21/2023	DM	REV. PER CLIENT COMMENTS			
09/13/2023	DM	REV. PER CITY COMMENTS			

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FLORIDA REG. NUMBER
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OFFSITE FIRE TRUCK ROUTING PLAN
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

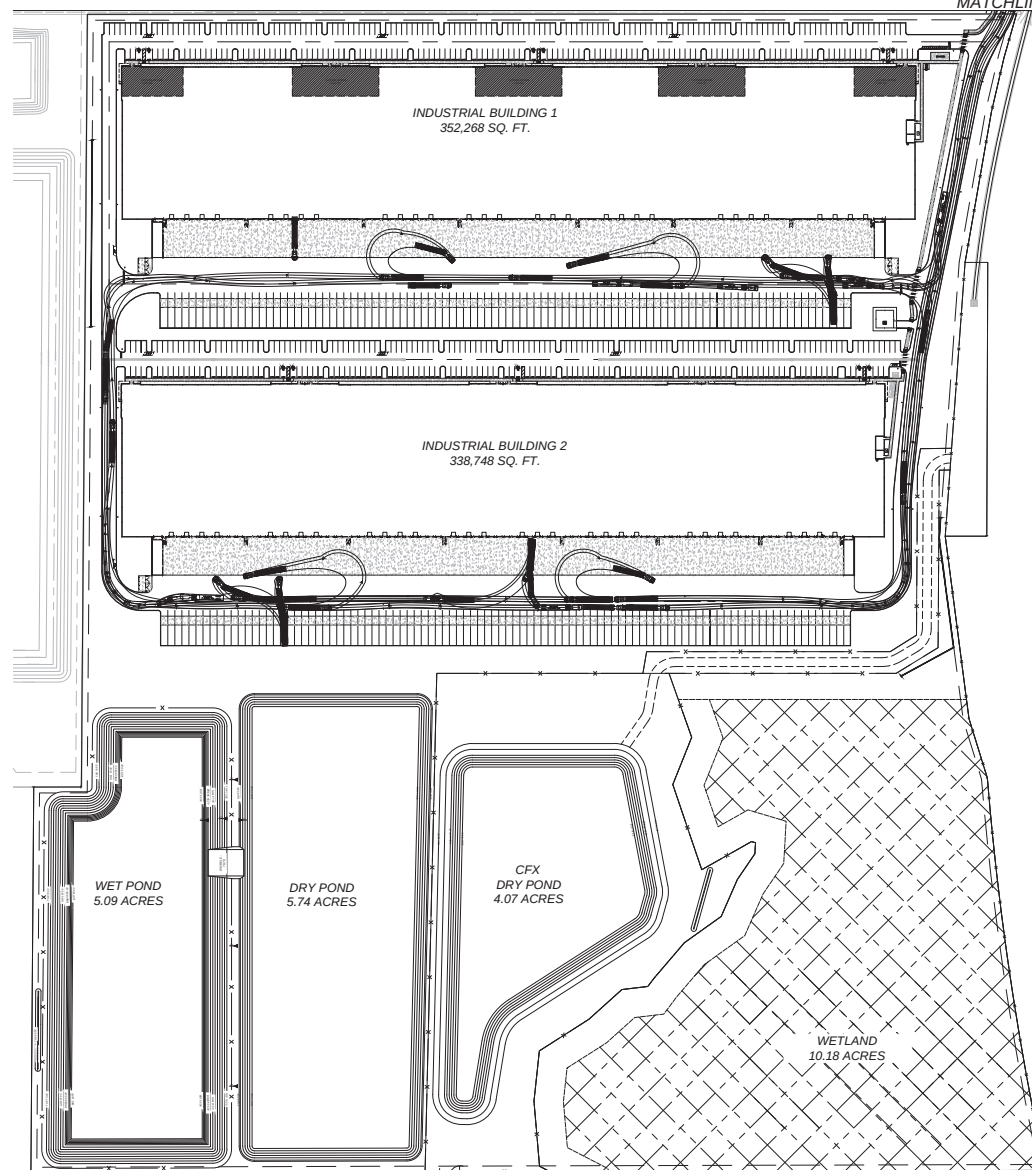
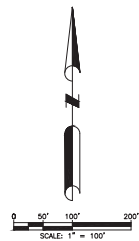
DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 100'
SHEET: 22 OF 33



WB-62FL

feet

Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		



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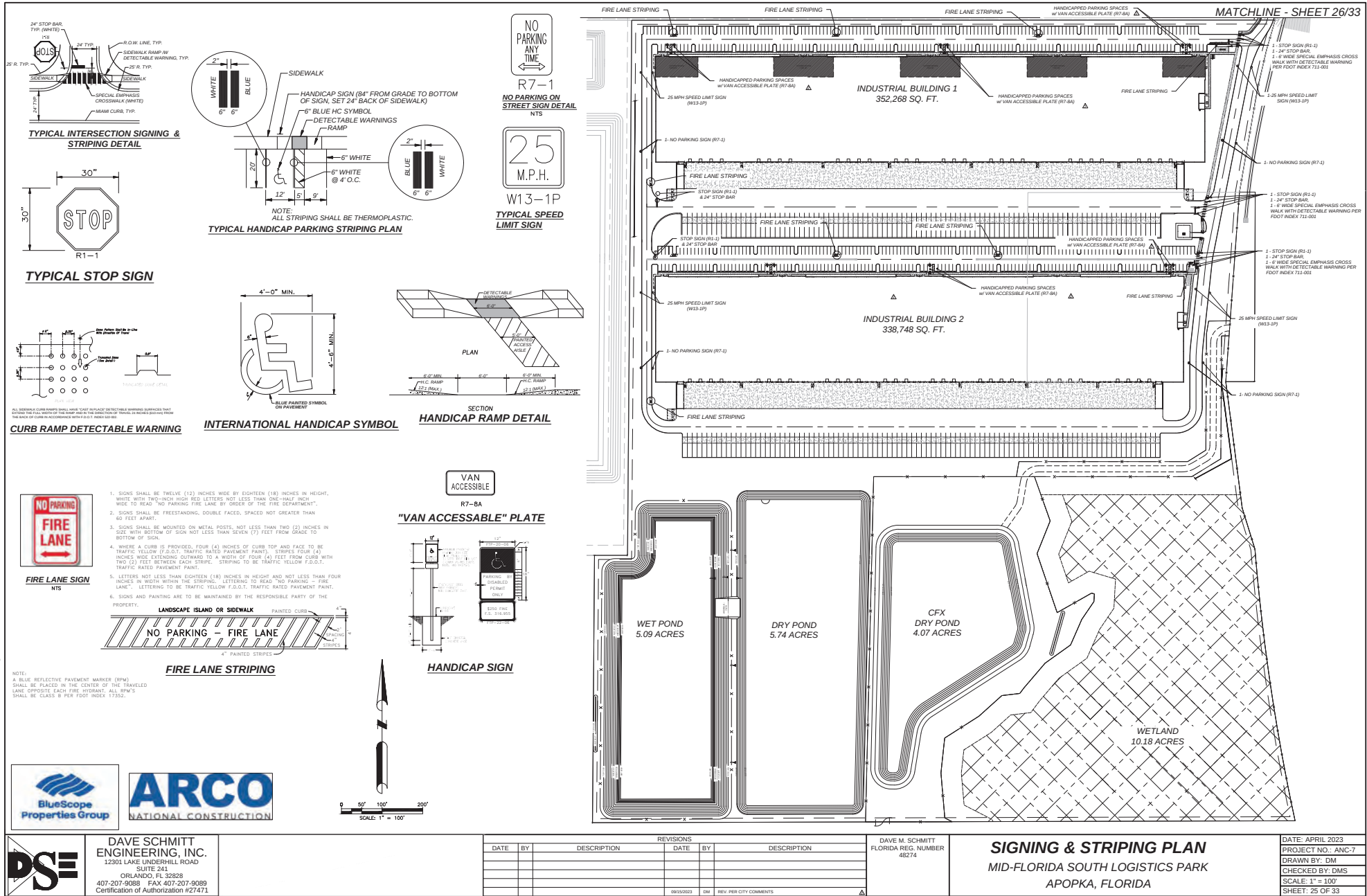
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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

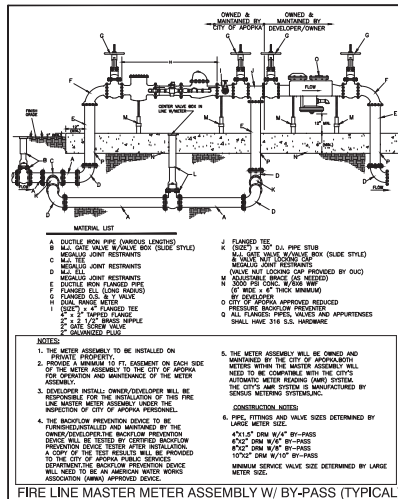
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FLORIDA REG. NUMBER
49274

LARGE TRUCK ROUTING PLAN
MID-FLORIDA SOUTH LOGISTICS PARK
APOKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: 1" = 100'
SHEET: 23 OF 33

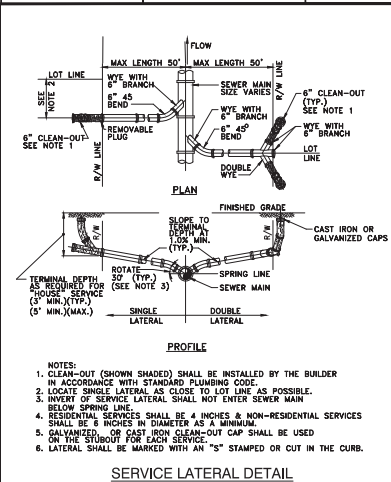
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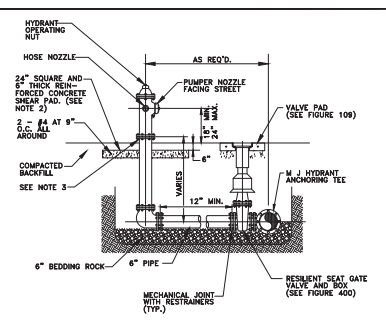
FIRE LINE MASTER METER ASSEMBLY W/ BY-PASS (TYPICAL)

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 500 C
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SERVICE LATERAL DETAIL

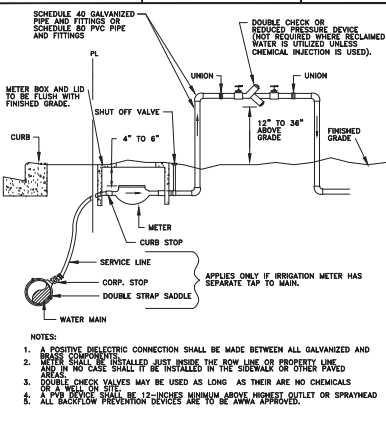
CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 204
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- NOTES:
1. FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE, OR WITH A PERMANENTLY PLUGGED WEEP HOLE.
 2. THE SHEAR PAD SHALL BE RECESSED SIX (6) INCHES BELOW THE FINISHED GRADE AND THE RECESSED SECTION SLOTTED.
 3. CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE A TWELVE (12) INCH MINIMUM.
 4. FIRE HYDRANTS SHALL BE IDENTIFIED IN ACCORDANCE WITH THE CITY OF APOPKA UTILITIES DESIGN CONSTRUCTION STANDARDS MANUAL.

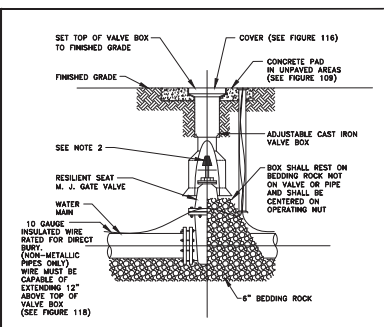
FIRE HYDRANT ASSEMBLY DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 402
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IRRIGATION METER AND DOUBLE CHECK VALVE OR REDUCED PRESSURE BACKFLOW PREVENTER

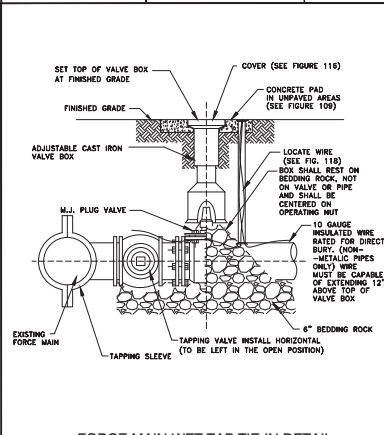
CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 502
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- NOTES:
1. PVC EXTENSIONS MAY BE USED ON VALVE BOX INSTALLATION.
 2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO WITHIN A 3 FEET BELOW FINISHED GRADE.

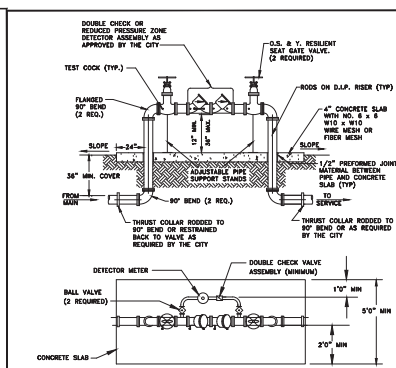
GATE VALVE AND BOX DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 400
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FORCE MAIN WET TAP TIE-IN DETAIL

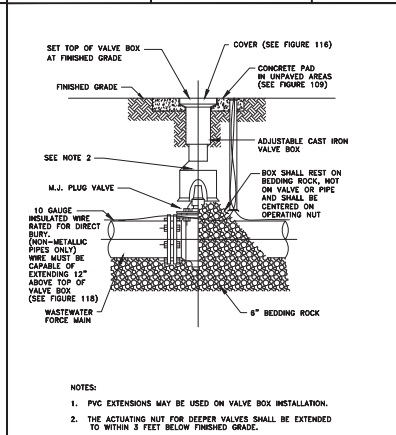
CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 206
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- NOTES:
1. BY-PASS METER MUST MEET AWWA STANDARD C700 OR C701.
 2. METER MUST MEET AWWA STANDARD C707 AND TRANSMITTER SHALL BE COMPATIBLE WITH THE CITY'S IIR SYSTEM.
 3. ALL PIPE FITTINGS, MATERIALS, LABORS, AND APPURTENANCES SHALL BE SUPPLIED BY THE CITY.
 4. ALL PIPE AND FITTINGS TWO (2) INCHES AND SMALLER SHALL BE THREADED SCHEDULE 40 GALVANIZED STEEL OR BRASS.

ABOVE GROUND DOUBLE WITH DETECTOR BY-PASS 2 INCH AND ABOVE ASSEMBLY

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 500 B
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PLUG VALVE AND BOX DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 400 A
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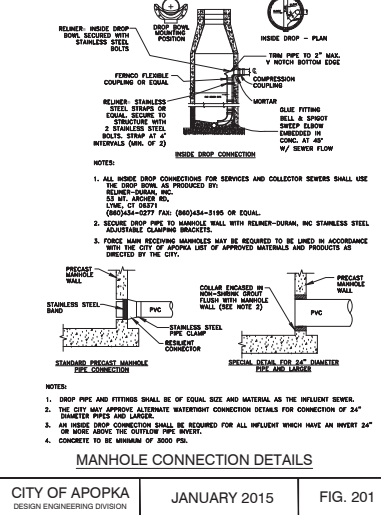
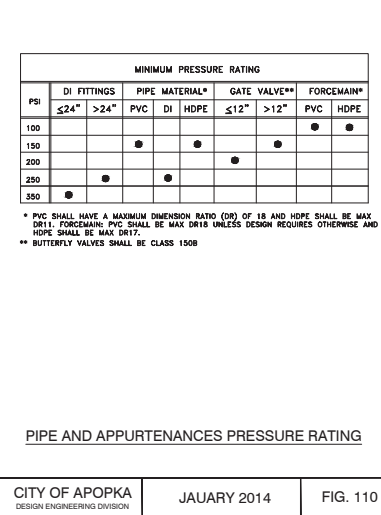
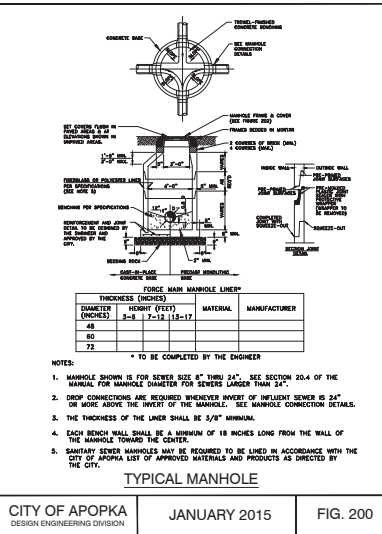
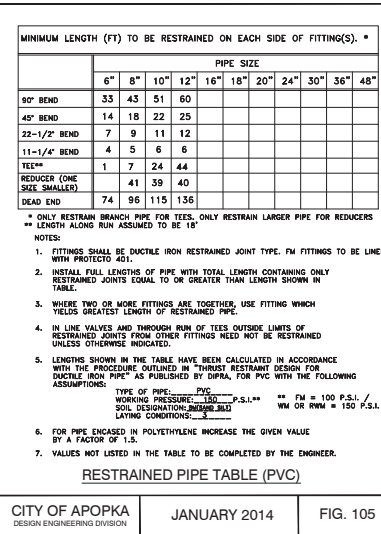
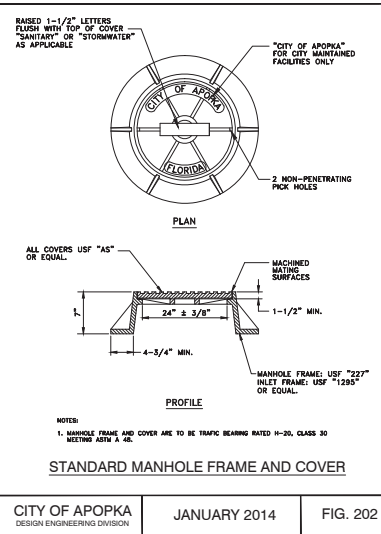
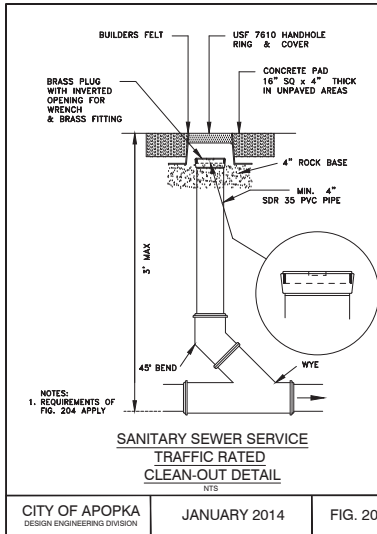
**DAVE SCHMITT
ENGINEERING, INC.**
12301 LAKE UNDERHILL ROAD SUITE 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

REVISIONS				REVISIONS			
DATE	BY	DESCRIPTION		DATE	BY	DESCRIPTION	

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

UTILITY DETAILS - 1
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: NONE
SHEET: 27 OF 33



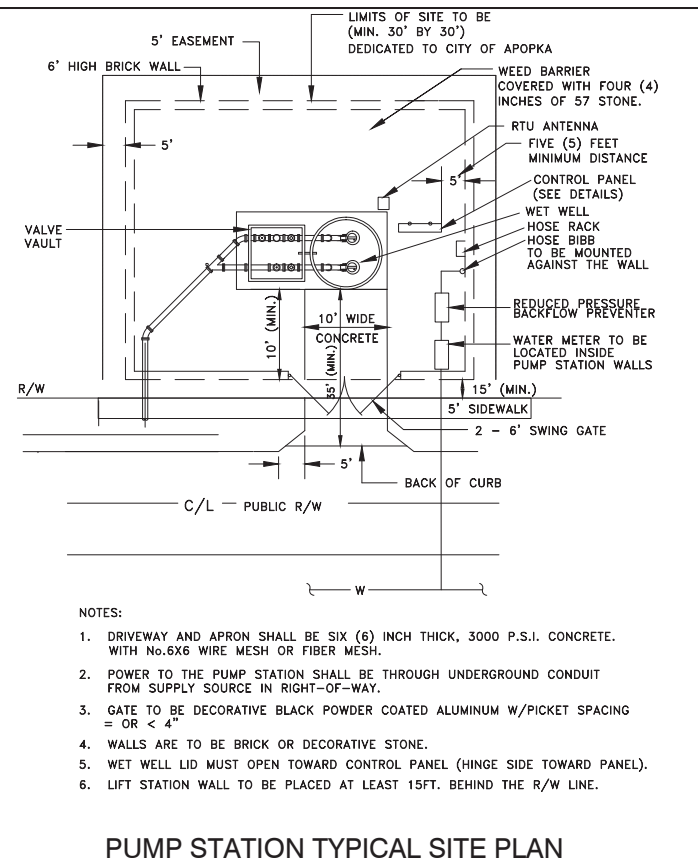
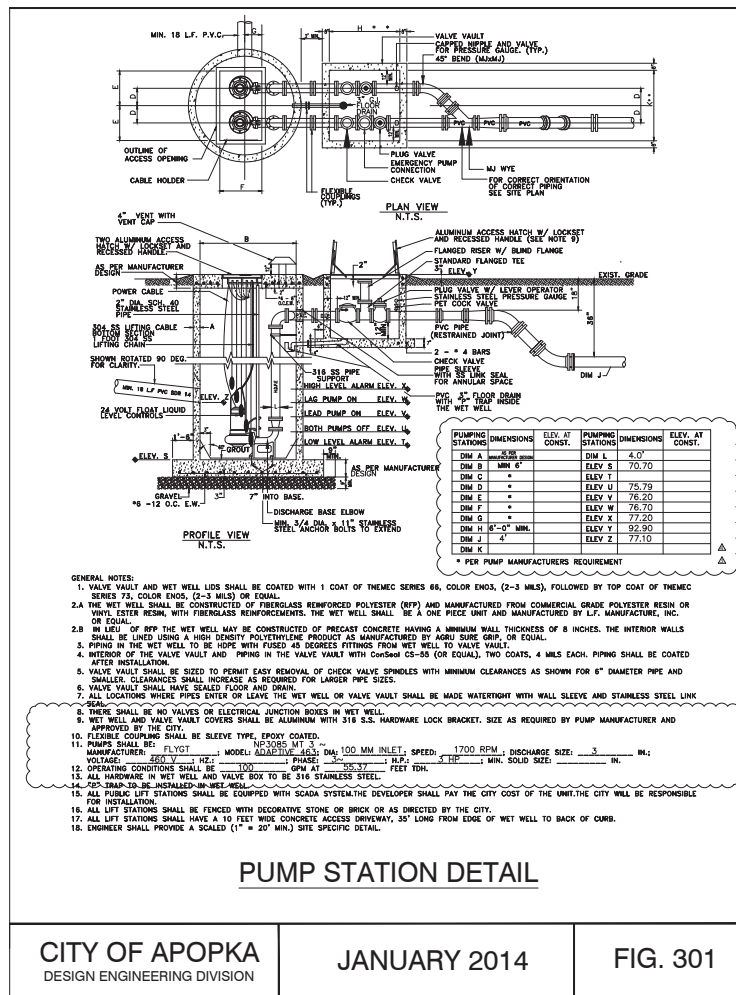
DAVE SCHMITT ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD SUITE 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

UTILITY DETAILS - 3
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: NONE
SHEET: 29 OF 33

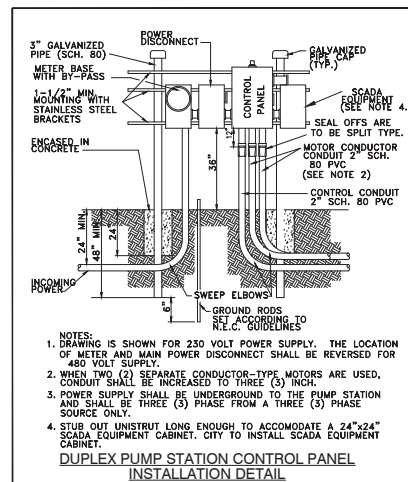


REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			01/10/2023	DM	REV. PER CLIENT COMMENTS
			11/21/2023	DM	REV. PER CLIENT COMMENTS

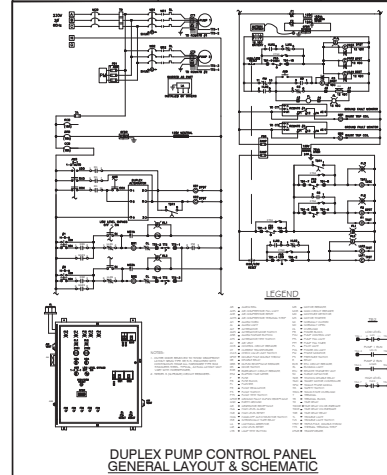
DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

LIFT STATION PLAN - 1
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

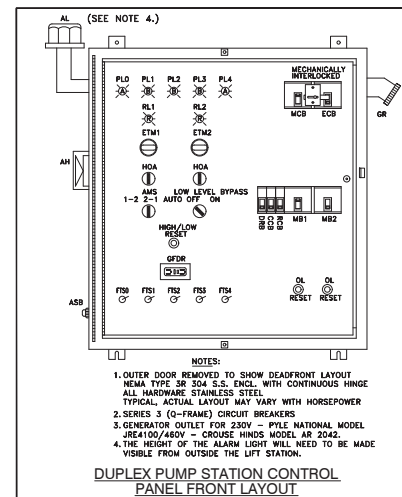
DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: NONE
SHEET: 30 OF 33



CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 302
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CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 305 B
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CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 303
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[illegible]

COMPONENT LEGEND

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 306
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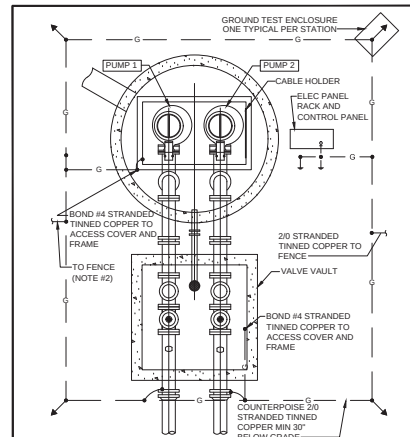
REVISIONS						DAVE M. SCHMITT FLORIDA REG. NUMBER 48274
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

LIFT STATION PLAN - 2
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: NONE
SHEET: 31 OF 33

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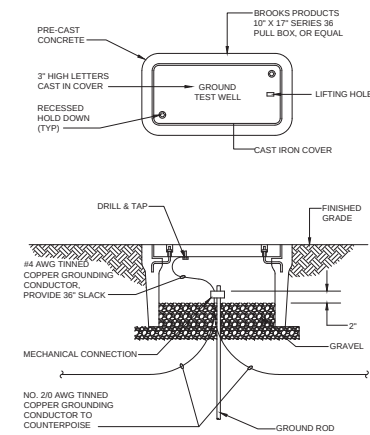
- NOTES:
1. DETAIL IS GENERIC. SPECIFIC LOCATIONS OF EQUIPMENT MAY VARY.
 2. TIE TO FENCE, MINIMUM 2 LOCATIONS. NOT REQUIRED WHERE PVC COATED OR BLOCK FENCE IS INSTALLED.
 3. PROVIDE EXOTHERMIC WELDS UNLESS NOTED OTHERWISE.

PUMP STATION GROUNDING (TYPICAL)

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 307

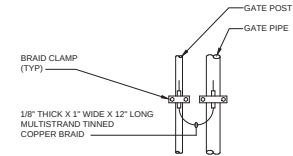


GROUND TEST WELL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 307 B

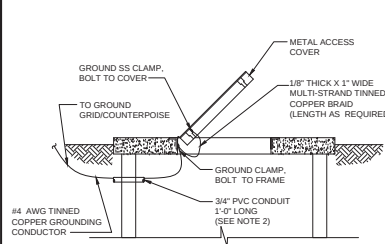


FENCE POST GROUNDING (TYPICAL)

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 307 A



- NOTES:
1. ON COVERS WITH MULTIPLE DOORS, PROVIDE BRAID FROM FRAME TO DOOR ON EACH DOOR. PROVIDE WATERPROOF CAULKING WHERE GROUND CABLE AND CONDUIT PENETRATES WETWELL TO PREVENT INTRUSION OF GROUNDWATER AND ESCAPE OF VAPORS FROM WETWELL.
 2. INSTALL GROUND WIRE SO THAT IT WILL NOT CROSS CLEAR OPENING OR PREVENT OR IMPEDE NORMAL METHOD OF REMOVING FLOATS OR PUMPS.

COVER AND DOOR GROUNDING

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 307 C



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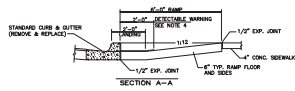
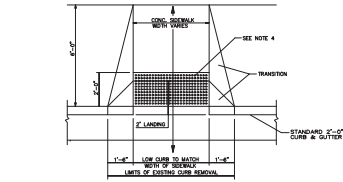
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

LIFT STATION PLAN - 3
MID-FLORIDA SOUTH LOGISTICS PARK
APOPKA, FLORIDA

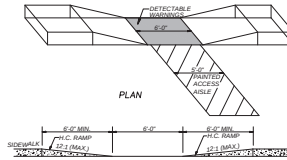
DATE: APRIL 2023
PROJECT NO.: ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE: NONE
SHEET: 32 OF 33

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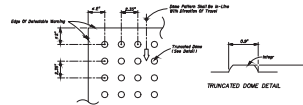


- NOTES:
1. EXISTING CURB SHALL BE REMOVED & REPLACED WITH NEW CURB & GUTTER.
 2. CONSTRUCTION SHALL BE COMPLETED AT THE TIME OF CURB CONSTRUCTION.
 3. CONSTRUCTION SHALL BE COMPLETED AT THE TIME OF CURB CONSTRUCTION.
 4. DETECTABLE "CAST IN PLACE" WARNING SURFACES FOR THE HANDICAPPED SHALL BE LOCATED AT THE FOLLOWING LOCATIONS (AS SHOWN SECTION 4.29.3).

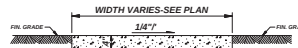
HANDICAP RAMP



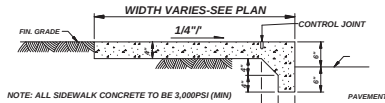
HANDICAP RAMP DETAIL



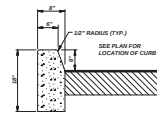
CURB RAMP DETECTABLE WARNING



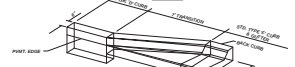
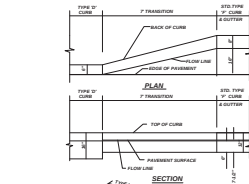
STANDARD SIDEWALK
NOTE: MINIMUM 3000 PSI CONCRETE TO BE USED.



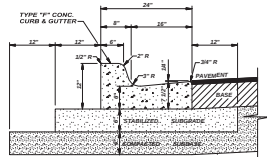
SIDEWALK ABUTTING PAVEMENT



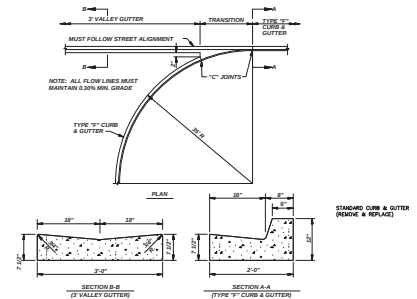
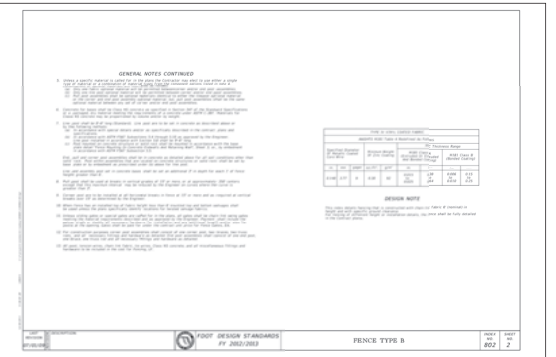
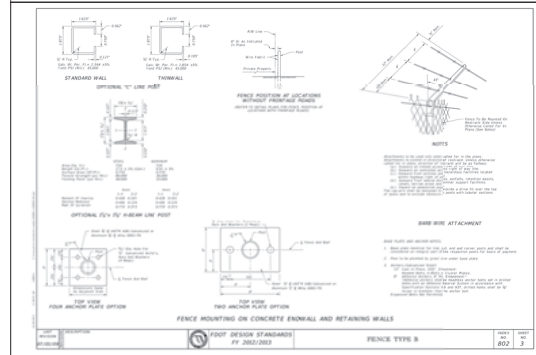
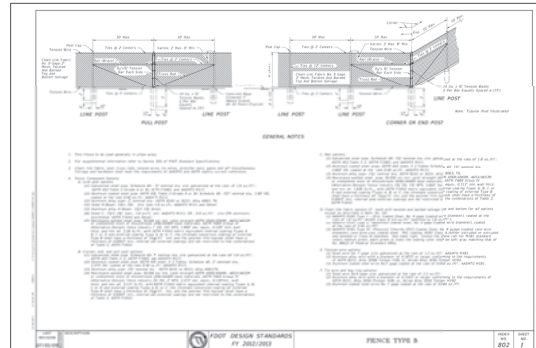
TYPE "D" CURB



TYPE "F" CURB & GUTTER



TYPE "F" CURB & GUTTER



3' VALLEY GUTTER & TRANSITION

F.D.O.T. DESIGN STANDARDS INDICES

CONTRACTOR SHALL COMPLY WITH THE 2018-19 F.D.O.T. BOOKLET FOR "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM"

F.D.O.T. INDEX 425-001 - SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS

F.D.O.T. INDEX 425-010 - STRUCTURE BOTTOMS TYPE J AND P

F.D.O.T. INDEX 425-020 - CURB INLET TOPS TYPES 1, 2, 3 & 4

F.D.O.T. INDEX 425-052 - DITCH BOTTOM INLET TYPES C, D, E & H

F.D.O.T. INDEX 430-021 - CROSS DRAIN MITERED END SECTION SINGLE AND MULTIPLE ROUND CONCRETE PIPE

F.D.O.T. INDEX 520-001 - CURB & GUTTER

F.D.O.T. INDEX 522-002 - DETECTABLE WARNINGS & SIDEWALK CURB RAMPS

F.D.O.T. INDEX 711-001 - PAVEMENT MARKINGS



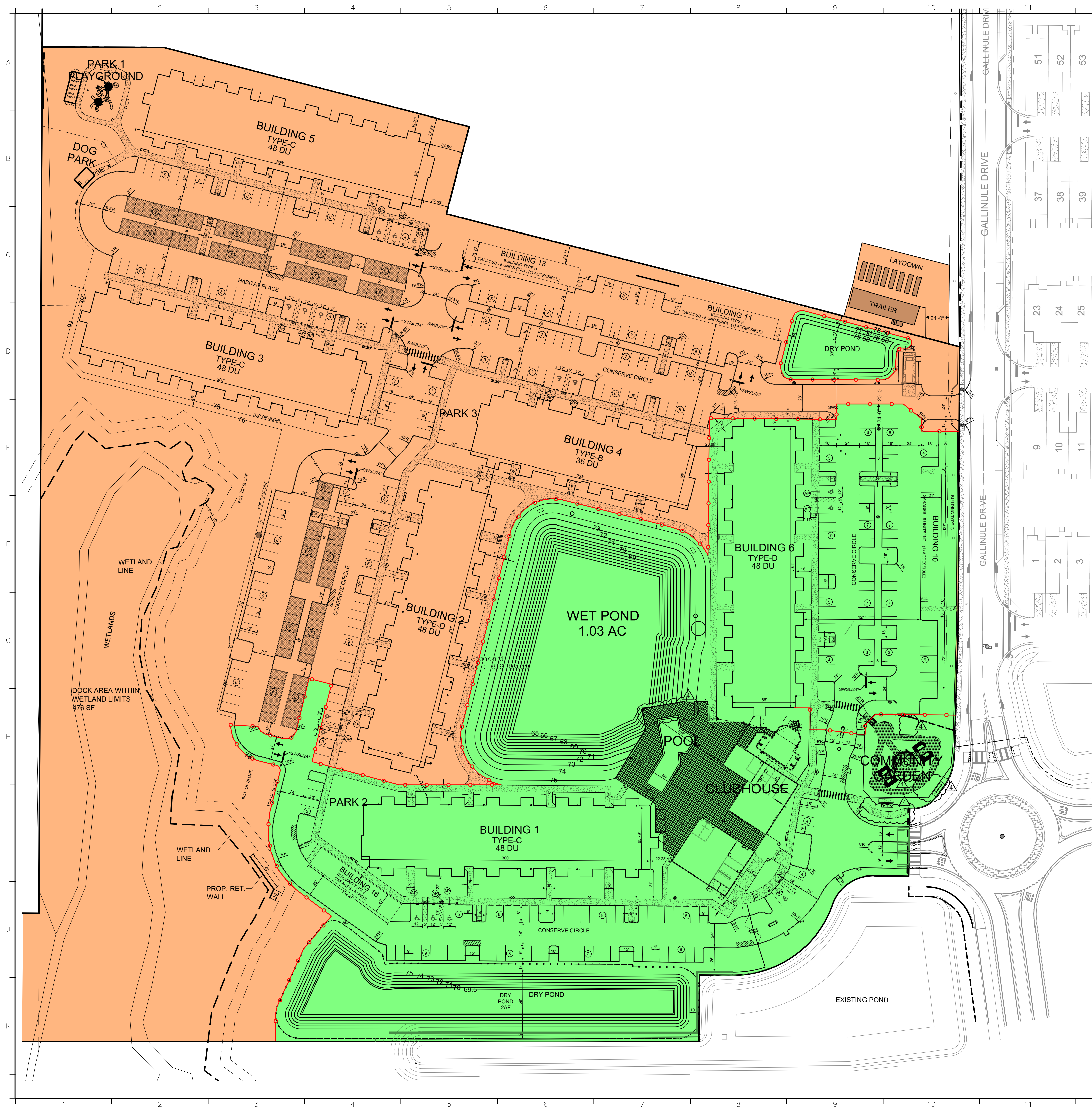
DAVE SCHMITT
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Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

PAVING GRADING & DRAINAGE DETAILS
MID-FLORIDA SOUTH LOGISTICS PARK
APOKA, FLORIDA

DATE: APRIL 2023
PROJECT NO. ANC-7
DRAWN BY: DM
CHECKED BY: DMS
SCALE:
SHEET: 33 OF 33



SITE DATA TABLE

ZONING	
NORTH NEIGHBOR - MULTIFAMILY RESIDENTIAL OR FLEX PER PUD	
SOUTH NEIGHBOR - RESIDENTIAL MULTIFAMILY TOWNHOMES	
WEST NEIGHBOR - STATE TOLL ROAD	
EAST NEIGHBOR - RESIDENTIAL MULTIFAMILY TOWNHOMES	
FUTURE LAND USE:	
NORTH - RESIDENTIAL	
SOUTH - RESIDENTIAL	
WEST - STATE TOLL ROAD	
EAST - RESIDENTIAL	
SETBACKS	
FRONT	12 FT MINIMUM TO PUBLIC SIDEWALK WHERE FACING PUBLIC SIDEWALK
REAR	N/A
SIDE	25FT WEST LANDSCAPE BUFFER PER PUD, 15FT ALONG
WETLAND	25FT AVERAGE, 15 FT MINIMUM
PUD	60FT MIN, FACE OF BUILDING TO FACE OF BUILDING WHERE FACING CENTRAL GREENBELT
LANDSCAPE BUFFER	
FRONT	15FT
REAR	15FT
SIDE	25FT WEST LANDSCAPE BUFFER PER PUD
GROSS TOTAL SITE AREA = 18.763 AC (100%)	

NET SITE AREA = 16.997 AC (90.6%)	PHASE 1: - OPEN FOR LEASING AND OPERATIONS - CLUBHOUSE - BUILDING 1 - BUILDING 6 - BUILDING 10 - BUILDING 16 - ACTIVE CONSTRUCTION
BUILDINGS - 2.801 AC (14.9%)	
CLUBHOUSE - 12,500 SF (1.5%)	
GARAGES - 21,929 SF (2.7%)	
PERSONAL STORAGE - 190 SF X 10 = 1,900 SF	
WETLAND/BUFFERS - 1.03 AC (6.1%)	
DRY PONDS - 0.699 AC (3.7%)	
SIDEWALKS - 31,205 SF (3.8%)	
PARKING SPOTS - 62,500 SF (7.7%)	
DRIVE AISLES - 96,432 SF (11.8%)	
ACTIVE OPEN SPACE	
PLAYGROUND - 5,500 SF (0.7%)	
DOG PARK - 7,120 SF (0.9%)	
NATURE BOARD WALK - 1,900 SF (0.2%)	
POOL DECK/OUTDOOR CLUBHOUSE - 12,750 SF (0.8%)	
PASSIVE OPEN SPACE	
COMMUNITY GARDEN - 6,200 SF (0.8%)	
SITTING PARK 2 - 2,700 SF (0.3%)	
SITTING PARK 3 - 2,500 SF (0.3%)	
LANDSCAPE BUFFER - 0.74 AC (3.9%)	
WET POND - 0.994 AC (5.9%)	

TOTAL ACTIVE OPEN SPACE = 27,270 SF, 0.626 AC (3.3%)
TOTAL PASSIVE OPEN SPACE = 86,933 SF, 1.996 AC (10.6%)
TOTAL IMPERVIOUS AREA = 8.25 AC (44%)

GREEN BUILDING STANDARDS

LOCATION	BUILDING 1
POINTS EARNED	0.50
ALTERNATIVE ENERGY	2.00
PASSIVE SOLAR	1.50
POINTS EARNED	1.50

USE CENTRAL AIR CONDITIONERS THAT ARE ENERGY EFFICIENT	24 UNITS X 1.5 SPACES = 36 SPACES
2 BR OR STUDIO	24 UNITS X 1.5 SPACES = 36 SPACES
3 BR	3 UNITS X 2 SPACES = 6 SPACES
TOTAL PARKING REQ'D = 168 SPACES	

GENERATE OR ACQUIRE A MINIMUM OF 50 PERCENT OF THE ELECTRICITY NEEDED BY THE DEVELOPMENT FROM ALTERNATIVE ENERGY SOURCES (GEOTHERMAL & SOLAR)	1 BR OR STUDIO	24 UNITS X 1.5 SPACES = 36 SPACES
ORIENT A MINIMUM OF 50 PERCENT OF RESIDENTIAL DWELLINGS OR LOTS IN THE DEVELOPMENT WITHIN 10 DEGREES OF EAST-WEST TO MAXIMIZE SOLAR EXPOSURE	2 BR	24 UNITS X 1.5 SPACES = 36 SPACES
	3 BR	3 UNITS X 2 SPACES = 6 SPACES
TOTAL PARKING REQ'D = 168 SPACES		

NOTE: PARKING PROVIDED: = 168 SPACES

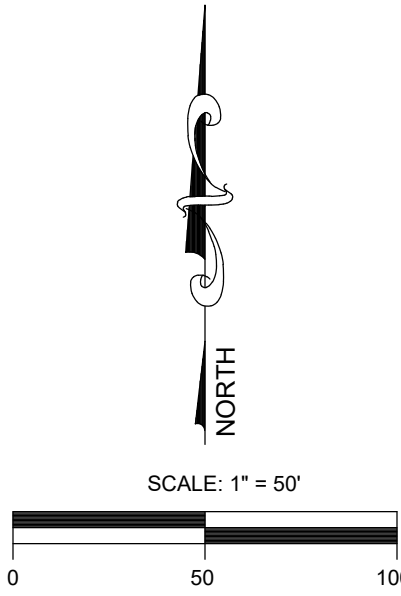
PER DRC ON 9/29/21, A FUTURE SECOND CONNECTION DRIVEWAY TO GALLINULE DRIVE SHALL BE DESIGNED WITHIN 24 MONTHS AND CONSTRUCTED WITHIN 36 MONTHS OF THE APPROVAL OF THIS MAJOR DEVELOPMENT PLAN. THE SECOND CONNECTION DRIVEWAY MAY BE A PERMANENT ROADWAY DESIGNED AS PART OF PHASE 2 OF THE PARCEL B-2 DEVELOPMENT OR A TEMPORARY STABILIZED ROAD SUFFICIENT FOR FIRE APPARATUS TRAFFIC LOADS.

SUBDIVISION B2 APARTMENT UNIT SUMMARY

UNIT TYPE	LIVABLE SF/UNIT	TOTAL # OF UNITS	% OF UNITS	PARKING SPACE	
				REQUIRED PER UNIT	TOTAL REQUIRED
1 BR OR STUDIO	762 SF (MIN)	138	50%	1.5	207
2 BR	1,160 SF (MIN)	123	45%	2	246
3 BR	1,375 SF (MIN)	15	5%	2	30
				REQUIRED PROVIDED	483 483

PARKING PROVIDED = 483 SPACES (1.75 SPACES / UNIT)
GARAGE PARKING = 40 SPACES (8% OF TOTAL REQUIRED)
HANDICAP PARKING = 16 SPACES
BICYCLE PARKING PROVIDED = 14

PER POLICY 16.2 OF THE COMPREHENSIVE PLAN, 20% OF REQUIRED PARKING TO BE PERVIOUS.



JOB #:	16088.26	ENGINEER	JASON P. MAHONEY, P.E.	DATE:	JUL 31, 2023
PRJ. MGR:	JH	FL LIC #	45163		
DESIGNER:	JWH				
CHECKED:	FAP				
AMENITY REVISIONS					
A	07/31/23	AMENITY REVISIONS	POOL DECK REVISIONS	NO.	DATE
A	07/28/23		MONUMENT SIGN REVISIONS PER REF 13		
A	03/30/23		CITY PERMIT REVISION		
A	01/16/23		PARKING CNT / SHIFT GARAGES / ADA RAMP		
A	02/28/22		REVISIONS		
AVIAN POINTE B2 MULTIFAMILY					
AT AVIAN POINTE PARCEL B2					
APOPKA, FL 32811					
TAURUS INVESTMENT HOLDINGS, LLC					
MASTER SITE PLAN					
6200 LEE VISTA BLVD.					
SUITE 400					
ORLANDO, FL					
(407) 886-5317					
WWW.NVS.COM					
CERTIFICATE OF AUTHORIZATION # 28065					
07/08/2016088.26 - B2 TaunusCONSTRMASTER SITE PLAN.dwg - JUL 31, 2023 - 6:52pm					
SHEET					
C05.0					