

APOPKA PLANNING COMMISSION AGENDA

AUGUST 13, 2019 5:30 PM
APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER

OPENING AND INVOCATION

APPROVAL OF MINUTES

1. Approve minutes of the Planning Commission meeting held July 9, 2019

PUBLIC COMMENT PERIOD

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

LEGISLATIVE:

Public Hearing

1. Comprehensive Plan – Large Scale – Future Land Use Amendment
From: "County" Rural
To: "City" Parks/Recreation
Project: City of Apopka
Location: 2923 Lust Road
Project Manager: Phil Martinez
2. Change of Zoning – Hammock at Rock Springs
From: T (Transitional)
To: PD (Planned Development)
Project: Construesse USA, Inc.
Location: West of Rock Springs Road and South of Disalvo Place
Project Manager: Phil Martinez
3. Change of Zoning – Monarchs at Lake Pleasant
From: T (Transitional) and RSF-1A (Residential Single Family)
To: RMF (Residential Multi-Family)
Project: The Monarchs at Lake Pleasant, LLC c/o Rafael Martinez
Location: 1653, 1711 and 1717 Apopka Boulevard
Project Manager: Jean Sanchez

Site Plans

1. Plat – Legacy Station
Project: 1520 West Orange Blossom LLC, c/o Raul Socarras, P.A.
Location: 1480 and 1520 West Orange Blossom Trail
Project Manager: Jean Sanchez

2. Final Development Plan/Plat – The Oaks at Kelly Park Residential Subdivision
Project: Landco Development Group, LLC
Location: 2309 and 2405 West Kelly Park Road
Project Manager: Bobby Howell
3. Final Development Plan/Plat – Sheeler Pointe Subdivision
Project: First Pentecostal Church of Orlando, Inc.
Location: 1790 Grand Oak Drive
Project Manager: Bobby Howell
4. Final Development Plan/Plat – Oak Pointe North Subdivision
Project: Thompson Hills Estates, LLC
Location: East of SR 429, south of Ocoee-Apopka Road
Project Manager: Bobby Howell

QUASI-JUDICIAL:

5. Special Exception – Grace Gospel Church
Project: Grace Gospel Church Inc., c/o Greg Elmquist
Location: 423 E. 6th Street
Project Manager: Bobby Howell

OLD BUSINESS

NEW BUSINESS

ADJOURNMENT

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

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

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JULY 9, 2019, AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS, APOPKA, FLORIDA.

MEMBERS PRESENT: James Greene, Linda Laurendeau, William Gusler, Mary Norwood, and Robert Ryan

ABSENT: Butch Stanley; Orange County Public Schools (Non-voting)

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

OTHERS PRESENT: Cameron Kuhn, Rowena Flanders, Angel de la Portilla, Jeff Abdon, Bobby Wannas, Diana Cabrera, Luke Classon, Peyton Flanders, Rod Olsen, John Shircliff, Harold Chenoweth, and Teresa Sargeant

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

PUBLIC COMMENT: Chairperson Greene opened the meeting to Public Comment. No one spoke.

APPROVAL OF MINUTES: Chairperson Greene asked if there were any corrections or additions to the regular meeting minutes of June 11, 2019, at 5:30 p.m.

Motion: William Gusler made a motion to approve the Planning Commission minutes from the regular meeting held on June 11, 2019, at 5:30 p.m. and seconded by Robert Ryan. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Mary Norwood, and Robert Ryan (5-0)

SPECIAL EXCEPTION - CENTRAL FLORIDA PREPARATORY SCHOOL – Chairperson Greene stated this is a request to approve a Special Exception to allow an elementary, middle, and high school in a Commercial Future Land Use Designation, subject to the Special Exception Conditions of Use within the staff report, for the property owned by Emerson Point Associates, LLLP, and located west of Marden Road, north of S.R. 414.

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

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

Staff Presentation: Phil Martinez, Planner I, stated this is a request to approve a Special Exception to allow an elementary, middle, and high school in a Commercial Future Land Use Designation, subject to the Special Exception Conditions of Use within the staff report, for the property owned by Emerson Point Associates, LLLP, and located west of Marden Road, north of S.R. 414. The applicant is Appian Engineering, c/o Luke M. Classon, P.E. The land use is Commercial and the zoning is Planned Unit Development (Marden Ridge PUD). The existing use is vacant land and the proposed use is a private elementary, middle, and high school. The tract size is 6.39 acres +/- . The applicable code is the 1993 Land Development Code.

The property is presently assigned a Future Land Use Designation of “Commercial”. For the Commercial Future Land Use Designation, elementary -- pursuant to Policy 3.1.i, Future Land Use Element, Apopka Comprehensive Plan (attached as an exhibit) -- elementary, middle, and high

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JULY 9, 2019, AT 5:30 P.M.

schools require an approved Special Exception. The proposed school facility is an estimated 40,000 sq. ft. for classrooms and administrative offices together with a 13,000 sq. ft. gym, amounting to a floor area ratio (FAR) of .19 and a total building floor area of approximately 53,000 sq. ft. A tot-lot is located north-adjacent of the school facility. No other outdoor recreation or athletic facility are proposed within the school site boundaries.

The development is proposed to be accessed from Marden Road via two access driveways. Upon entry of the northern driveway, vehicles will proceed to a series of drop-off lanes. The southern driveway leads to a parking area. With an estimated full time student enrollment of 600 students and 40 employees, 220 parking spaces are proposed to be provided. A 15' bufferyard is proposed at the northern property line, with the exception of the stormwater pond. A 6' masonry wall is proposed at the northern boundary of the parcel and a decorative, black, aluminum fence is proposed at western, southern, and eastern boundaries. A traffic impact analysis is required at the time of the development plan application.

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

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential High	PD	Marden Ridge Apartments
East (City)	Commercial	C-C	Undeveloped
South (City)	Mixed Use	MU-ES-GT	S.R. 414 and Emerson North Townhomes
West (City)	Industrial	I-L	S.R. 429 and the Northwest Distribution Center (Warehousing)

- B. Special Exception Distance Separation Standard. "All special exception uses shall be located a minimum of 1,000 feet from any other existing like use in non-residential districts, and 1,500 feet in residential districts." (Article II, Section 2.00.00, 5. Special Exceptions. B1). The proposed school is more than 1,500 feet from any other private or public elementary, middle, or high school. The nearest school to the proposed private school is Phyllis Wheatley Elementary.
- C. Special Exception Development Standards. Article II of the Land Development Code establishes development standards specific to special exceptions. These standards are intended to reduce any impacts from the proposed special exception use on adjacent properties. After review of the Development Plan for the Special Exception, staff finds that the applicant has met the intent of the regulations stated in Article II, Section 2.02.01 General, (5), Special Exceptions.
- D. Special Exception Conditions of Use (Staff read the following conditions into the record):
1. The location of driveway connections to Marden Road is approximate and shall not be determined until the development plan and associated traffic impact analysis are approved by the City.
 2. A multi-use trail along Marden Road shall appear on the development plan similar to that provided within the first phase of the Marden Ridge Planned Unit Development.
 3. At the time of the development plan application:
 - a. The drop-off zone at the west side of the building shall provide details for a pedestrian crossing system from the outer drop-off lanes to the sidewalk next to the building.

- b. The parking lot and drive aisles will be designed in such a manner as to stage the maximum number vehicles possible during peak dropping off or picking up times to reduce the possibility of vehicles backing up onto Marden Road.
4. In the situation the City determines that traffic generated from the school experiences backup or safety concerns on Marden Road during school drop-off and pick-up times, the Apopka Chief of Police may require that law enforcement officer(s) be present to direct traffic. The cost to have law enforcement officers present to direct traffic at Marden Road for activities occurring at the school site shall be at the expense of the school.
5. The Special Exception applies for a private school offering education to students from pre-school through 12th grade for a maximum enrollment of 600 full-time student equivalency students. (FTE)
6. Outdoor storage or display of equipment or materials shall not be allowed.
7. School buses and vans parked overnight shall be parked in designated parking areas, designated bus lanes or special bus parking spaces denoted on the development plan.
8. Vehicles for the school or other activities occurring at the school property shall not park within the right-of-way for Marden Road, and shall not be parked on adjacent or nearby property unless approved by the property owner in a written agreement.
9. Banners, flags, or signs shall not be placed on the building or school property unless authorized through a City sign permit or as permitted by the sign code.
10. Outdoor school activities and site maintenance shall not occur between the hours of 10 p.m. and 7:00 a.m.
11. Portable buildings for classrooms or other purposes shall not be stored or used at the school property.
12. The Development Plan for the school site, including parking requirements, shall be consistent with the Land Development Code and as stipulated within the Conditions of Approval.

The Development Review Committee recommends approval for a Special Exception and Special Exception Site Plan to allow an elementary, middle, and high school within the Commercial Future Land Use Designation, subject to the Special Exception Conditions of Use within the staff report.

Staff recommended the Planning Commission approve a Special Exception to allow an elementary, middle, and high school in the Commercial Future Land Use Designation, subject to the Special Exception Conditions of Use within the staff report, for Central Florida Preparatory School on the property owned by Emerson Point Associates, LLLP, and located west of Marden Road, north of S.R. 414.

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

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

In response to a question by Mr. Ryan, Ms. Richmond stated the speed limit on Marden Road is 35 MPH.

In response to questions by Mr. Gusler, staff responded as follows:

Ms. Richmond stated that the applicant was holding off preparing a traffic study until they knew the special exception request was going to be approved. If the special exception is approved a traffic study will be prepared and any needed improvements will be completed.

Mr. Moon stated that a traffic study will be required during the development plan review. If the school decides in the future to use portables, they would need to come back before the Planning Commission to request approval to revise the special exception conditions.

Luke Classon, Appian Engineering, 2221 Lee Road #17, Winter Park, stated he represented the owners, supported the staff report, and was available to answer questions. He added the school representatives were also available to answer questions.

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

Motion: William Gusler made a motion to approve a Special Exception to allow an elementary, middle, and high school in a Commercial Future Land Use Designation, subject to the Special Exception Conditions of Use within the staff report, for the property owned by Emerson Point Associates, LLLP, and located west of Marden Road, north of S.R. 414. Motion seconded by Robert Ryan. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Mary Norwood, and Robert Ryan (5-0). (Vote taken by poll.)

FINAL DEVELOPMENT PLAN – WASH CITY APOPKA – Chairperson Greene stated this is a request to find the Final Development Plan consistent with the 1993 Land Development Code; and to recommend approval of the Wash City Apopka Final Development Plan for the property owned by Wash City, LLC, c/o Harold Chenoweth, and located at 1860 and 1880 East Semoran Boulevard.

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

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

Staff Presentation: Jean Sanchez, Planner II, stated this is a request to find the Final Development Plan consistent with the 1993 Land Development Code; and to recommend approval of the Wash City Apopka Final Development Plan for the property owned by Wash City, LLC, c/o Harold Chenoweth, and located at 1860 and 1880 East Semoran Boulevard. The engineer is Aspire Engineering, Inc., c/o Ravi Alur, P.E., LEED AP. The future land use is Commercial and the zoning is C-C (Community Commercial). A Special Exception was approved February 12, 2019 to allow a car wash in this zoning district. The existing use is vacant land and the proposed use is a car wash facility. The proposed building size is 5,510 square feet. The tract size is 2.05 +/- acres or 89,130 square feet. The proposed Floor Area Ratio is 0.062. The applicable code is the 1993 Land Development Code.

The Wash City Apopka Final Development Plan is a Site Plan proposing a building 5,510 square feet in size for a car wash use. Vacuum Spaces and Employee parking spaces are located north of the car wash building. On February 12, 2019, the Planning Commission approved a Special Exception to allow car wash facility use on this site. The minimum setbacks applicable to this project, and as approved by the Special Exception are:

Setback	Minimum Standard
Front	50' from centerline of ROW or 10' from property line
Side	10'
Rear	15'

A total of eight parking spaces are required and the applicant is proposing twelve spaces including two accessible spaces.

Full access to the site will be provided on SR 436/Semoran Boulevard via a private drive aisle.

Pursuant to the Land Development Code, a transportation impact analysis (TIA) was not required for this development as it generates under 400 daily trips.

The proposed downstream stormwater management system design meets the requirements of the City's Land Development Code, based on the review of the City Engineer.

A 6-foot high wall lines the 30-foot wide southern boundary adjacent to the Willow Lake Apartments recreation tract. There is a 5-foot wide landscaped buffer adjacent to the northern boundary line that includes Sweet Gum and Red Cedar trees with a Viburnum hedge that is required to be 36" tall at the time of planting. Elm and Sycamore trees are alternately placed in the parking islands.

The following Special Exception Conditions of Use apply to the Wash City site, as approved by the Planning Commission on February 12, 2019:

1. Hours of operation are limited to 6 am to 10 pm.
2. Hedges and trees, in accordance with code, must be planted and maintained on the north, west, and east bufferyards. Hedges must 36 inches in height and on center at time of planting.
3. The vacuum service area canopy shall have a hard roof, and all landscaping shall be maintained to screen the vacuum service area from adjacent properties and public roads.
4. If the car wash business has vacated the parcel for more than 180 consecutive days, the property owner shall remove the equipment and canopy within the vacuum service area within thirty (30) days after receiving written notice from the City.
5. This Special Exception authorization expires if (a) the applicant fails to obtain a certificate of occupancy or a business tax receipt within five years from the date of the Special Exception approval; and (b) the Special Exception Use has vacated the parcel for more than 180 consecutive days.

The County was notified at the time of the site plan review for this property through the DRC agenda distribution.

The Development Review Committee recommends approval of the Wash City Apopka Final Development Plan subject to the Conditions of Use for the Special Exception, and the findings of this staff report.

Staff recommended the Planning Commission find the Wash City Apopka Final Development Plan consistent with the Comprehensive Plan and 1993 Land Development Code; and recommend approval of the Final Development Plan, subject to the Special Exception Conditions of Use, and the findings of

this staff report for the property owned by Wash City, LLC, c/o Harold Chenoweth, and located at 1860 and 1880 East Semoran Boulevard.

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

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

In response to a question by Ms. Laurendeau, Ms. Sanchez stated that due to there being a significant buffer area between the proposed project and the nearby residential property, the proposed hours of operation should not cause any issues.

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

Motion: Linda Laurendeau made a motion to find the Final Development Plan consistent with the 1993 Land Development Code; and to recommend approval of the Wash City Apopka Final Development Plan subject to the special exception conditions of use and the information in the staff report, for the property owned by Wash City, LLC, c/o Harold Chenoweth, and located at 1860 and 1880 East Semoran Boulevard. Motion seconded by William Gusler. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Mary Norwood, and Robert Ryan (5-0). (Vote taken by poll.)

MAJOR/PRELIMINARY DEVELOPMENT PLAN – ALTA EAST SHORE – Chairperson Greene stated this is a request to find the Major/Preliminary Development Plan consistent with the 2019 Land Development Code; and to recommend approval of the Alta East Shore Major/Preliminary Development Plan for the property owned by Go Growth One, LLC, c/o Michael Kirchner and located at 2001 and 2209 South Binion Road.

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

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

Staff Presentation: Jean Sanchez, Planner II, stated this is a request to find the Major/Preliminary Development Plan consistent with the 2019 Land Development Code; and to recommend approval of the Alta East Shore Major/Preliminary Development Plan for the property owned by Go Growth One, LLC, c/o Michael Kirchner and located at 2001 and 2209 South Binion Road. The applicant is WP South Acquisitions, LLC, c/o Bryan F. Borland, Vice President. The engineer is Madden, Moorhead & Stokes, Inc., c/o David Stokes, P.E. The future land use is Mixed-Use and the zoning is MU-ES-GT (Mixed-Use East Shore-Gateway). The existing use is vacant land and the proposed use is a multi-family Development with two Commercial outparcels. Nine apartment buildings are proposed with 127 one-bedroom units; 122 two-bedroom units; and 36 three-bedroom units. The proposed density for the multi-family development is 14.7 du/ac. The maximum allowable density is 15 du/ac. The commercial outparcels will have a maximum floor area ratio of 0.25. The applicable code is the 2019 Land Development Code.

The Alta East Shore Major/Preliminary Development Plan is a mixed-use development within the Mixed-Use East Shore Gateway (MU-ES-GT) zoning district. The project consists of 285 unit multi-family residential gated community and two commercial outparcels. The commercial outparcels are located in the northern portion of the site and are proposed as future developments. The commercial outparcels will be developed under separate submittals in the future. The Alta East Shore project

consists of nine apartment buildings and the following units:

Type of Unit	# of Bedroom Units
One-Bedroom Units	127
Two-Bedroom Units	122
Three-Bedroom Units	36

This project is subject to the following setback standards within the MU-ES-GT zoning district:

Setback	Min. Standard
Front	15' minimum/80' maximum
Side	10'
Rear	25'
Corner	25'

A total of 369 parking spaces are required and the applicant is proposing 520 spaces including 13 accessible spaces. The applicant provides justification in their residential parking evaluation for proposing 41% over the required number of spaces for this site, while Code restricts parking spaces proposal at 25% over the number required. The parking evaluation, provided by the applicant and accepted by Staff, considers anticipated parking shortage, as well as, parking standards established by the American Planning Association (APA), the Institute of Transportation Engineers (ITE), and the Urban Land Institute (ULI) based on the proposed one-, two- and three-bedroom units.

Access to this project and the future outparcels is via Harmon Road with intent of pedestrian cross access to future commercial outparcels. There is also right-in and right-out access proposed on Binion Road.

The applicant proposes recreation areas that include, a pool, cabana and dog park. Additionally, three retention ponds will be designed as amenities. A minimum 10-foot wide multi-modal recreation trail will be provided along Harmon Road.

Per Future Land Use Element 3.1.r, (Mixed-Use) of the Comprehensive Plan, the minimum open space requirement is 15%. Approximately 17.5% of the Alta East Shore PDP, apartments and commercial lands combined, is designated as open space.

A transportation impact analysis (TIA) was conducted for this project to assess its impacts on the surrounding roadway segments and intersections within a one-mile radius of the project per the City's adopted TIA methodology. Included in the analysis was Ocoee-Apopka Road from Keene Road to Boy Scout; Binion Road from Ocoee-Apopka Road to Boy Scout Road; Boy Scout Road from Binion Road to Ocoee-Apopka Road; and Harmon Road from Ocoee-Apopka Road to Binion Road. Intersections analyzed included Binion Road and Harmon Road; Ocoee-Apopka Road and Harmon Road; Ocoee-Apopka Road and Binion Road; SR 414 On-Ramp and Marden Road; Access to the site on Harmon Road; and Access to the site on Binion Road. A left turn lane warrant study for the Harmon Road access and a right turn lane warrant for the Binion Road access were also conducted. Buildout year was assumed to be 2022.

The project will generate 2,115 daily trips and 151 P.M. Peak Hour trips. The addition of these project trips to the study roadways will not cause the Level of Service (LOS) to fall below the City's adopted LOS. The analysis demonstrates sufficient capacity exists on the study roadways segments and study intersections to accommodate the addition of trips generated by this project. All study roadway segments and intersections will continue to operate at or above the City's adopted Level of Service.

The results of the turn lane analyses conducted by the applicant indicate right and left turn lanes are not warranted; however, a westbound left turn deceleration lane is recommended by the applicant on Harmon Road at the project access. Left and right turn lanes at both site entrances are required per Section 5.16.5.B.3.d.2 of the City's Land Development Code. Even though turn lanes are not warranted, the requirement to provide them can only be waived by City Council.

The stormwater management system includes on-site retention areas, on the northern and central portions of the site. The stormwater ponds designs meets the City's Land Development Code.

The development entrance from Harmon Road is lined with canopy trees such as Southern Magnolias, Red Maple and Live Oaks every 40-feet on center. The recreation area that includes a pool and cabana are embellished with palm trees and canopy trees. The apartment buildings are adorned with understory trees such as Crape Myrtle, Holly, and Japanese Blueberry trees. A canopy type tree is placed on each parking island. A four-foot wide foundation planting area is provided between buildings and parking spaces.

The Alta East Shore Major/Preliminary Development Plan is subject to the following conditions of approval:

1. A minimum of 53 parking spaces shall be installed with pervious surface based on Comprehensive Plan, Future Land Use Element Policy Section 16.2.
2. Right turn lanes at the Binion Road and Harmon Road driveway intersections shall be provided as part of the access improvements according to Section 5.16.5(d)(2) of the Land Development Code.

The County was notified at the time of the site plan review for this property through the DRC agenda distribution.

The Development Review Committee recommends approval of the Alta East Shore – Major/Preliminary Development Plan, subject to the conditions of approval and findings of this staff report.

Staff recommended the Planning Commission find the Alta East Shore Major/Preliminary Development Plan consistent with the Comprehensive Plan and 2019 Land Development Code; and recommend approval of the Major/ Preliminary Development Plan, subject to the conditions of approval and findings of this staff report for the property owned by Go Growth One, LLC, c/o Michael Kirchner, President, and located at 2001 and 2209 South Binion Road.

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

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

Bobby Wannas, Madden, Moorhead & Stokes, Inc., 431 E Horatio Avenue, Maitland, stated he represented the owners, supported the staff report, and was available to answer questions.

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

Motion: William Gusler made a motion to find the Major/Preliminary Development Plan consistent with the 2019 Land Development Code; and to recommend approval of

the Alta East Shore Major/Preliminary Development Plan for the property owned by Go Growth One, LLC, c/o Michael Kirchner and located at 2001 and 2209 South Binion Road. Motion seconded by Linda Laurendeau. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Mary Norwood, and Robert Ryan (5-0). (Vote taken by poll.)

PLAT – VISTAS AT WATERS EDGE, PHASE 2 – Chairperson Greene stated this is a request to find the Plat for Vistas at Waters Edge, Phase 2 consistent with the 1993 Land Development Code; and to recommend approval of the Vistas at Waters Edge, Phase 2, Plat for the property owned by M/I Homes of Orlando, LLC, and located west of the intersection of South Binion Road and Harmon Road.

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

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

Staff Presentation: Bobby Howell, AICP, Senior Planner, stated this is a request to find the Plat for Vistas at Waters Edge, Phase 2 consistent with the 1993 Land Development Code; and to recommend approval of the Vistas at Waters Edge, Phase 2, Plat for the property owned by M/I Homes of Orlando, LLC, and located west of the intersection of South Binion Road and Harmon Road. The future land use is Mixed-Use (Maximum 15 du/ac) and the zoning is Mixed-Use – East Shore Gateway (MU-ES-GT). The tract size is 19.00 +/- acres. The applicable code is the 1993 Land Development Code.

The Final Development Plan for the Vistas at Waters Edge subdivision, and the plat for Phase 1 were approved by the City Council in 2018. The subdivision is located on the west side of the intersection of Harmon and Binion Roads and consists of 143 single-family lots developed in two phases. The plat for Phase 2 contains a total of 63 lots on 19 acres and is consistent with the approved Final Development Plan for the Vistas at Waters Edge subdivision. Infrastructure for Phases 1 and 2 have been constructed and accepted by the City. The internal streets and infrastructure are privately owned and maintained by the Vistas at Waters Edge subdivision. The minimum setbacks applicable to this project are:

Setback	Min. Standard
Front*	25'
Side	5'
Rear	20'
Corner	25'

*Front-entry garage must be setback 30 feet.

The cabana and pool facility and all other parks have been constructed as part of the Phase 1 improvements to the subdivision. Additionally, the multi-use trail along Binion Road is complete.

Ingress/egress access points for the development are via full access onto Binion Road that is gated, and a secondary gated emergency and pedestrian access point west of lot 59 in Phase 1 providing connection to Binion Road is provided.

There are two (2) retention ponds located within Phase 1 designed to meet the City's Land Development Code requirements that were approved with the Final Development Plan.

In 2017 the developer obtained a school concurrency mitigation agreement with Orange County Public Schools which addresses school impacts generated by Phases 1 and 2 of this development. The location is served by the following schools: Apopka Elementary, Wolf Lake Middle, and Wekiva High

School.

The Development Review Committee recommends approval of the Vistas at Waters Edge, Phase 2 Plat, finding it consistent with the approved Vistas at Waters Edge Final Development Plan.

Staff recommended the Planning Commission find the Vistas at Waters Edge, Phase 2 Plat consistent with the Land Development Code and approved Final Development Plan, and recommend approval of the Plat, subject to the findings of this staff report.

The role of the Planning Commission for this development application is to advise the City Council to approve or deny the Plat based on consistency with the Comprehensive Plan and Land Development Code, and the approved Vistas at Waters Edge Final Development Plan.

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

In response to a question by Mr. Gusler, Mr. Howell stated this phase has the same density as Phase I.

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

Motion: Linda Laurendeau made a motion to find the Plat for Vistas at Waters Edge, Phase 2 consistent with the 1993 Land Development Code; and to recommend approval of the Vistas at Waters Edge, Phase 2, Plat for the property owned by M/I Homes of Orlando, LLC, and located west of the intersection of South Binion Road and Harmon Road. Motion seconded by Robert Ryan. Aye votes were cast by James Greene, Linda Laurendeau, William Gusler, Mary Norwood, and Robert Ryan (5-0). (Vote taken by poll.)

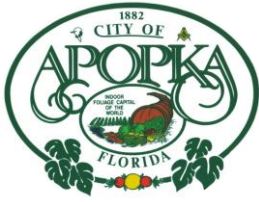
OLD BUSINESS: None

NEW BUSINESS: None

ADJOURNMENT: The meeting was adjourned at 5:57 p.m.

James Greene, Chairperson

James K. Hitt, FRA-RA
Community Development Director



CITY OF APOPKA PLANNING COMMISSION

☒ PUBLIC HEARING
☐ SITE PLAN
☐ SPECIAL REPORTS
☐ OTHER:

MEETING OF: August 13, 2019
FROM: Community Development
EXHIBITS: Land Use Report
Vicinity Map
Future Land Use Map
Zoning Map
Aerial Map
Memorandum of Agreement

SUBJECT: COMPREHENSIVE PLAN – LARGE SCALE – FUTURE LAND USE
AMENDMENT – LUST ROAD CITY PROPERTY

PARCEL ID NUMBER: 12-21-27-0000-00-033

REQUEST: LARGE SCALE FUTURE LAND USE AMENDMENT
FROM: “COUNTY” RURAL
TO: “CITY” PARKS/RECREATION

SUMMARY:

OWNER/APPLICANT: City of Apopka
LOCATION: 2923 Lust Road
EXISTING USE: Conservation Area
CURRENT ZONING: Transitional
PROPOSED ZONING: Parks and Recreation
TRACT SIZES: 69.5 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT:
EXISTING: Max. 6 Dwelling Units
PROPOSED: Max. 0 Dwelling Units
Max. 605,484 non-residential sq. ft.

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

ADDITIONAL COMMENTS: The applicant requests a future land use designation of “City” Parks/Recreation for 2923 Lust Road. The subject parcel was annexed into the City on June 5, 2019 and has not had a “city” future land use designation or zoning designation assigned to it. The property was previously owned by the Saint John’s River Water Management District.

On October 8, 2018 the City Council and the SJRWMD entered into a Memorandum of Agreement for the transfer of ownership of the subject property from the SJRWMD to the City of Apopka. A condition of this Agreement requires the City of use and maintain the subject property for “nature-based recreation and education public use facilities.” A copy of this Agreement is provided as an exhibit to this Staff Report.

The proposed Future Land Use Designation of Parks/Recreation is consistent with the conditions set forth in the Memorandum of Agreement with the SJRWMD.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is compatible with the character of the surrounding area and is consistent with the Parks/Recreation Future Land Use designation. City planning staff supports the FLUM amendment given the consistency with the Comprehensive Plan policies listed below. Site development cannot exceed the intensity allowed by the Future Land Use policies.

Future Land Use Element

1. **Policy 3.1.n.** Public and private recreation sites are the primary land use in this category. Public recreation sites shall be permitted by right or by special exception in all future land use categories. Commercial recreation shall be permitted in the commercial land use category. The maximum floor area ratio shall be .20.

SCHOOL CAPACITY REPORT: The proposed future land use amendment will not generate additional residential units, and will have not impacts on student enrollment at Orange County Public Schools.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 8, 2019.

PUBLIC HEARING SCHEDULE:

August 13, 2019 – Planning Commission (5:30 pm)

September 4, 2019 – City Council (1:30 pm) - 1st Reading & Transmittal

DULY ADVERTISED:

July 26, 2019 – Public Notice and Notification (Apopka Chief, posting, letters)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval to transmit a change in Future Land Use to Parks/Recreation for the property owned by City of Apopka, subject to the information and findings in the staff report.

Recommended Motion: Find the Future Land Use Designation consistent with the Comprehensive Plan and recommend a change in Future Land Use Designation to Parks/Recreation for the property owned by the City of Apopka, subject to the information and findings in the staff report.

Note: This item is considered legislative. The staff report and its findings are to be incorporated

into and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North	“County” Rural	“County” A-1 & A-2	Vacant Properties
East	“City” Future Land Use in Progress	“City” Transitional	S.R. 429 & Long Farms Property
South	“County” Rural	“County” A-1	Lake Apopka Restoration Area
West	“County” Rural	“County” A-1	Lake Apopka Restoration Area

II. LAND USE ANALYSIS

North: Woodlands

East: Long Family Farms and S.R. 429

South: Lake Apopka Restoration Area (SJRWMD)

West: Lake Apopka Restoration Area (SJRWMD)

Wekiva Parkway Interchange Vision Plan Area: No

Wekiva River Protection Area: No

Area of Critical State Concern: No

DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004 and amended the JPA in October 19, 2010 to address the Wekiva Parkway Interchange Vision Plan. The subject property is consistent with the Joint Planning Agreement.

Transportation: Road access to the site is from Lust Road.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and storm water run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2; Objective 19, 20.
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that the parcels appear to occur within an area having a potential for karst features.

Analysis of the character of the Property: The current use of the property is a conservation area and is intended to conform to the attached Memorandum of Agreement.

Analysis of the relationship of the amendment to the population projections: Based on the adoption of the JPA, the size of the property, and the proposed land use change, the amendment will decrease the population to as many as 0 residents.

CALCULATIONS:

ADOPTED: 6 Unit(s) x 2.659 p/h = 15 persons
PROPOSED: 0 Unit(s) x 2.659 p/h = 0 persons
Max. Max. 605,484 non-residential sq. ft.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 81 GPD/Capita ; 81 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 1,215 GPD
3. Projected total demand under proposed designation: 2,187 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 81 GPD/Capita
6. Projected LOS under proposed designation: 81 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: Force main extension required

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 174 GPD/Capita ; 174 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 2,610 GPD
3. Projected total demand under proposed designation: 4,698 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 174 GPD / Capita
6. Projected LOS under proposed designation: 174 GPD / Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment: Water main extension required
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider: City of Apopka

3. Projected LOS under existing designation: 4 lbs/ day/ Capita
4. Projected LOS under proposed designation: 4 lbs / day/ Capita
5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

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

Infrastructure Information

Water treatment plant permit number: CUP No. 3217

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 24.141 MGD

Total design capacity of the water treatment plant(s): 33.696 MGD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 100 year – 24 hour design storm
3. Projected LOS under proposed designation: 100 year – 24 hour design storm
4. Improvement/expansion: On site retention / detention ponds

Recreation

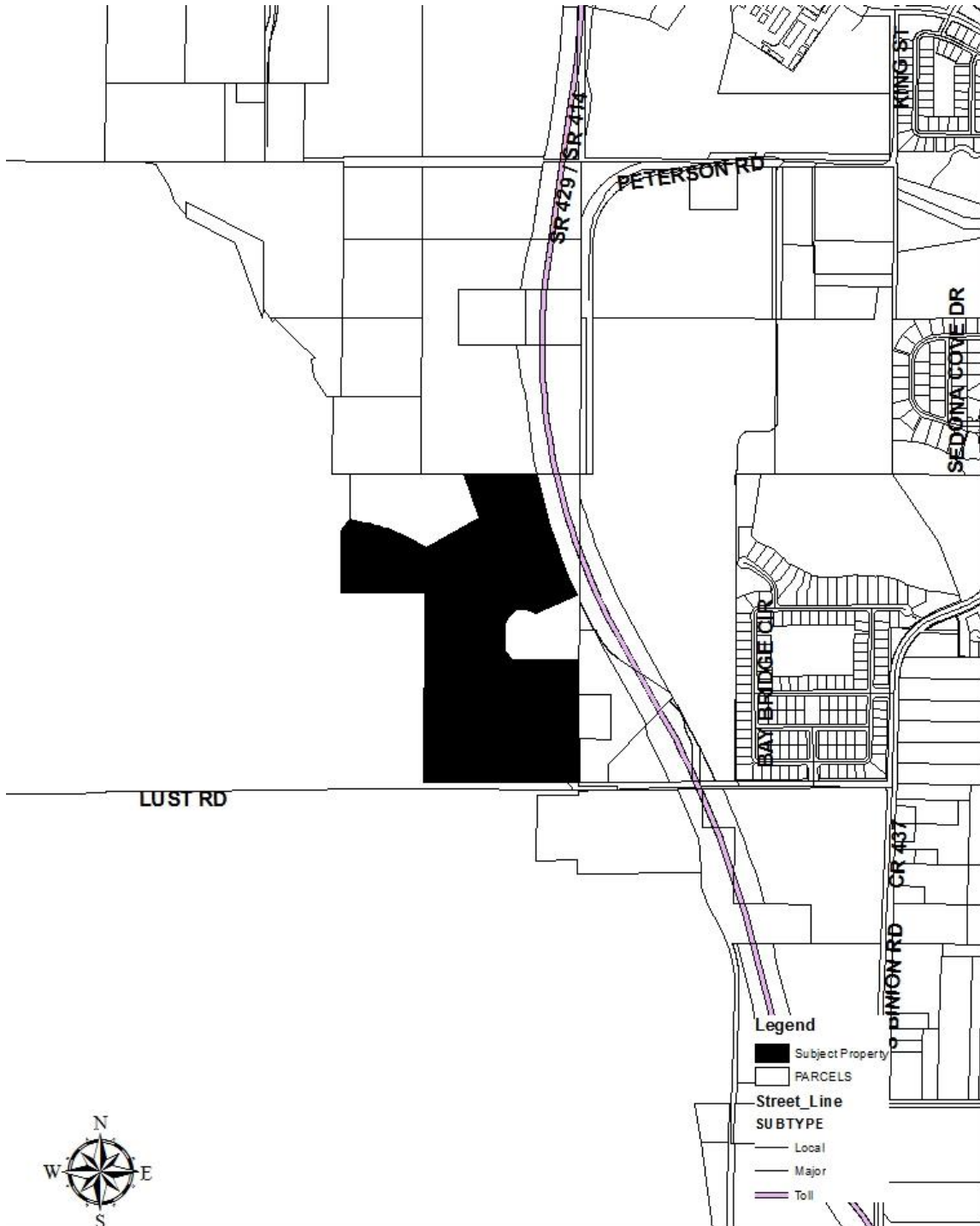
1. Facilities serving the site; LOS standard: City of Apopka Parks System ; 3 acre / 1000 capita
2. Projected facility under existing designation: 0 acres
3. Projected facility under proposed designation: 0 acres
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None

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

City of Apopka
69.5 +/- Acres
Proposed Large Scale Future Land Use Amendment:
From: “County” Rural
To: “City” Parks/Recreation
Parcel ID #: 12-21-27-0000-00-033

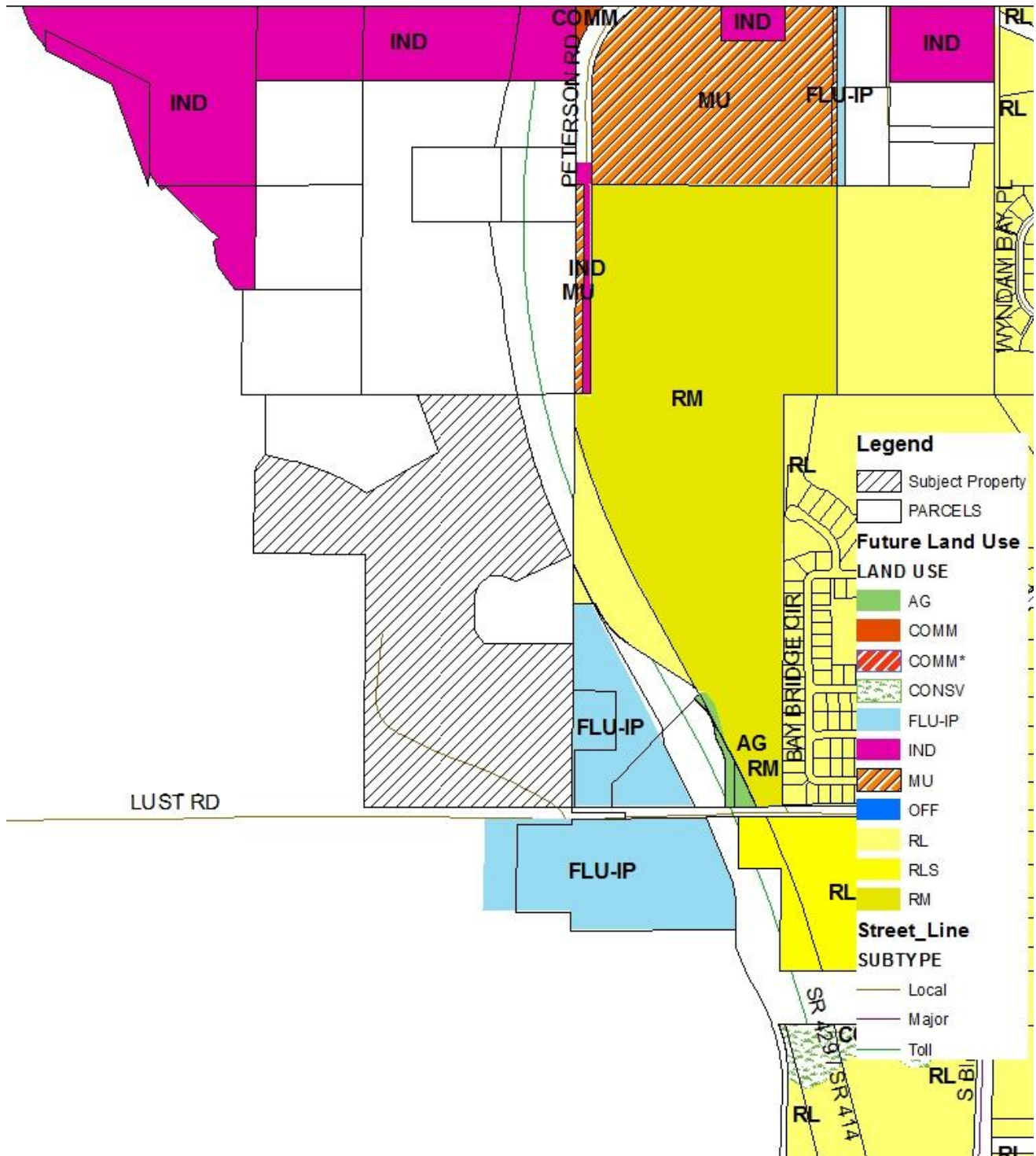


VICINITY MAP



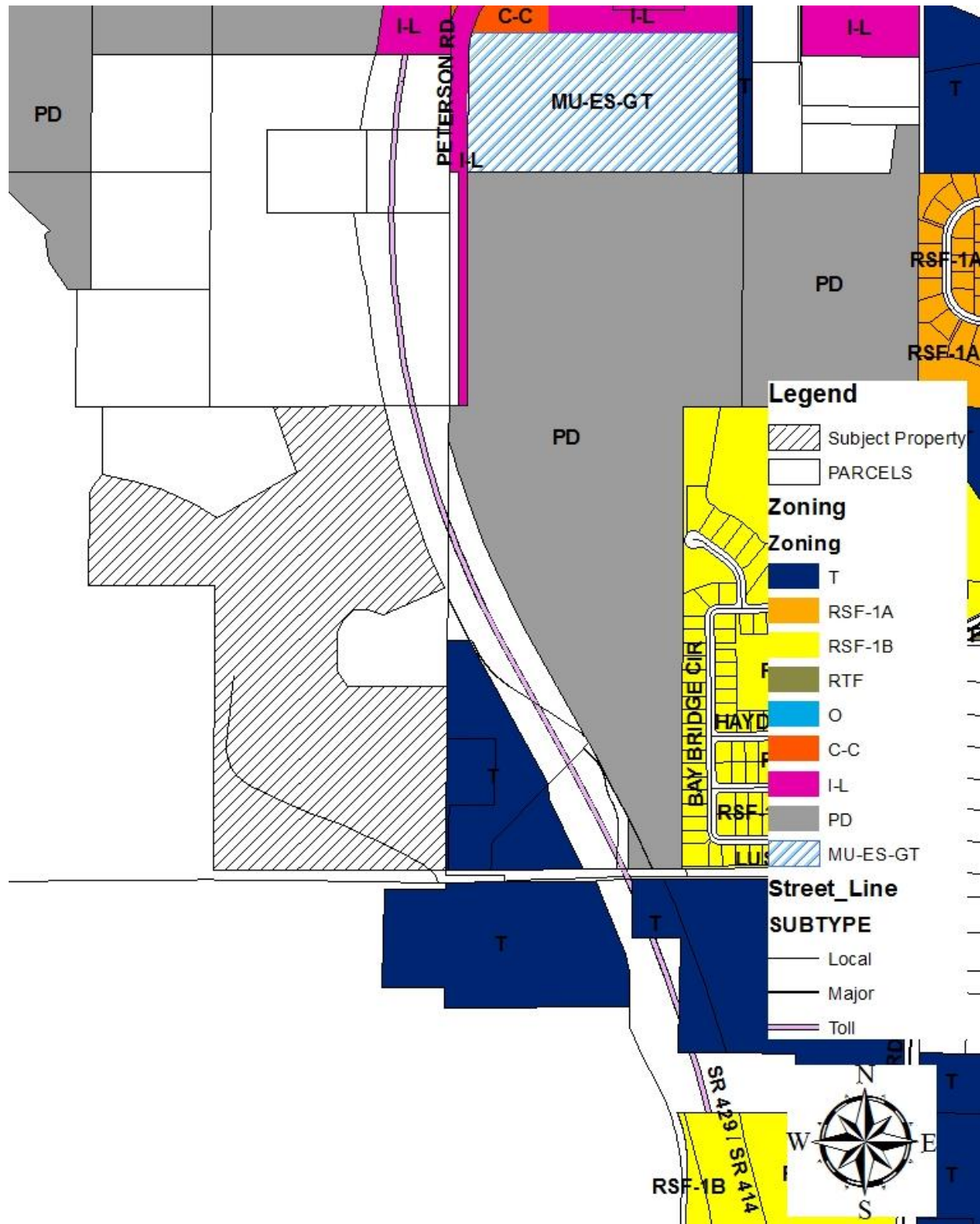


Future Land Use Map





Zoning Map





Aerial Map



MEMORANDUM OF AGREEMENT

8th This Memorandum of Agreement (the Agreement) is made and entered into as of this day of October, 2018, by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177 (DISTRICT), and THE CITY OF APOPKA, a Florida municipal corporation, whose address is 120 E Main Street, Apopka, FL 32703, (CITY), collectively referred to herein as the "Parties". Wherever used herein the terms "DISTRICT" and "CITY" includes their legal representatives, assigns, and successors.

RECITALS

A. DISTRICT owns in fee a parcel of land on the northeast shore of Lake Apopka as depicted in Exhibit "A" attached hereto (Hickerson Property), that is situated at the entrance to the DISTRICT-managed Lake Apopka Wildlife Drive on the Lake Apopka North Shore (LANS); and

B. The Hickerson Property has been listed by the DISTRICT to surplus in its 2012 Lands Assessment Implementation Plan; and

C. CITY owns in fee a parcel of land on South Binion Road in the City of Apopka more fully described in Composite Exhibit "B" (Binion Property); and

D. On June 7, 2017, CITY executed an agreement with the Orange Audubon Society, a Florida based non-profit environmental organization, for the City to provide wildlife viewing and education opportunities on the LANS; and

E. The Parties agree that a nature-based recreation and education public use facility located at the entrance of the LANS would increase the value of the LANS to the local and state wildlife enthusiasts by adding additional access, visibility, site security, and a location for recreational and educational opportunities; and

F. DISTRICT is exploring the need for a permanent regional District service center in the area and the Binion Property appears to be a suitable location; and

G. CITY owns certain reclaimed water system-related improvements and infrastructure in the City of Apopka used to pump, receive, treat, convey and discharge surface water (CITY Facility) further described in Exhibit "C"; and

H. DISTRICT and CITY are exploring use of the CITY Facility to treat, convey and discharge surface water to recharge the region's aquifer.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, in consideration of the recitals and the mutual covenants, promises, terms and conditions contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. **Recitals & Exhibits.** The recitals set forth above and the attached exhibits are specifically incorporated herein and made part of this Agreement by reference.
2. **Conveyance to CITY.** At Closing (as defined in paragraph 2.d. below), DISTRICT shall convey to CITY via a quitclaim deed the Hickerson Property, subject to certain deed restrictions described in paragraph 2.c. below, which restrictions are substantially in the form attached hereto as Exhibit "D".
 - a. **Survey, Title Insurance, Environmental Site Assessments, Inspections and Investigations and Closing Costs.** With prior notice to District, CITY is hereby authorized to enter upon the Hickerson Property for the above-captioned purposes. If CITY objects to any matters revealed during such inspections and investigations, or to any matters disclosed in a Survey or title insurance commitment, CITY shall notify DISTRICT in writing of same. DISTRICT, at its sole option, may take action to cure such objections. If DISTRICT refuses or is unable to cure such objections, CITY may accept the Hickerson Property as it then is, or may refuse acceptance of the Hickerson Property and thereafter both DISTRICT and CITY shall be relieved of all further responsibilities pertaining to the conveyance of the Hickerson Property hereunder. Nothing in this Agreement shall be construed to release DISTRICT from any liability that it may have regarding Hazardous Materials pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §1906 et seq., and pursuant to any other applicable federal, state, and local environmental laws, regulations, ordinances, codes, judgments, orders, and decrees.
 - b. The following items are to be paid at Closing in the manner set forth below:
 - i. DISTRICT shall be responsible for:
 1. Its pro-rata share of any special assessments associated with the Hickerson Property through the Closing Date.
 2. The cost to prepare the Quitclaim Deed conveying the Hickerson Property to CITY and the Deed Restrictions.
 3. The cost of recording the Quitclaim Deed to, and the Deed Restrictions on, the Hickerson Property.
 - ii. CITY shall be responsible for:
 1. The cost of the survey for the Hickerson Property, if obtained.
 2. The costs of the Phase I Environmental Site Assessment for the Hickerson Property, if obtained. Should CITY thereafter require a Phase II Environmental Site Assessment, and any necessary remediation, those costs shall be paid by the CITY.

3. The cost of title information reports, any updates thereof, and any owner's title insurance premiums for the Hickerson Property, if obtained.
 4. Its pro-rata share of any special assessments associated with the Hickerson Property following the Closing Date,
 5. Any other costs that the CITY determines, in its sole discretion, are necessary to effect the conveyance.
- c. **Deed Restrictions.** The Parties agree to execute and record a Declaration of Restrictive Covenant substantially in the form attached hereto as Exhibit "D" in the Public Records of Orange County, Florida, to ensure the Hickerson Property will only be used for nature-based recreation and education public use facilities and associated uses.
- d. **The Closing.** The time and place of closing on the conveyance of the Hickerson Property (Closing) shall be or before one hundred twenty (120) days after the Effective Date of this Agreement, ("Closing Date"), unless extended to afford DISTRICT, or the CITY, time to cure and remove any title, survey, environmental or other objections revealed during CITY's investigations of the Hickerson Property as provided herein.
- e. **Representations and Warranties.** CITY and DISTRICT shall provide each other with any documents reasonably required by the Parties and the title company to transfer the Hickerson Property under the terms of this Agreement.

3. **Conveyance to DISTRICT.**

- a. **Grant of Option – Binion Property.** Concurrent with the CITY's execution of this Agreement, CITY shall execute an Option Agreement (in substantially the form attached hereto as Exhibit "E") to grant DISTRICT the exclusive option (Binion Option) to receive all CITY's right, title and interest to an as yet undetermined five-acre portion of the Binion Property, together with all improvements, easements, and appurtenances (Binion District Property). The parties agree that the legal description of the Binion District Property shall be inserted into the Option Agreement for the Binion District Property once the exact location of that parcel has been determined. Upon written consent of the DISTRICT, the CITY may substitute equal or better property for the Binion District Property. This Binion Option Agreement becomes legally binding upon execution by the parties but exercise of the Binion Option is effective only if DISTRICT gives written notice of its exercise of the option to CITY.
- b. **Grant of Option – CITY Facility.** Concurrent with the CITY's execution of this Agreement, CITY shall execute an Option Agreement (in substantially the form attached hereto as Exhibit "F") to grant DISTRICT the option to receive surface water from CITY and to use City's reclaimed water system facilities. This Facility Option Agreement becomes legally binding upon execution by the parties but

exercise of the Facility Option is effective only if DISTRICT gives written notice of exercise of the option to CITY.

4. **Survival of Warranties and Agreements.** All representations, covenants, obligations, indemnities and agreements contained herein shall survive the execution and delivery of the Deed(s), and any closings to be held hereunder.
5. **Parties.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
6. **Notices.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing and either served personally by hand-delivery, overnight mail, next-day courier delivery, or by registered or certified mail, postage prepaid, addressed as follows:

To CITY: Edward Bass, City Administrator
City of Apopka
120 East Main Street
Apopka, Florida 32703
Phone (407) 703-1750

To DISTRICT: St. Johns River Water Management District
Director, Office of Real Estate Services
4049 Reid Street/Highway 100 West
Palatka, Florida 32177
(386) 329-2362

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery.

7. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the parties hereto or their authorized representatives, agents or assignees.
8. **Non-Waiver of District's Regulatory Powers.** Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules and regulations.
9. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the District of its sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this paragraph shall

not be construed as an attempt by the District to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act adopted by the Florida Legislature.

10. **Governing Law/Attorney's Fees.** This Agreement shall be construed and interpreted according to the laws of the State of Florida. Each party shall be responsible for its own attorneys' fees and costs except as otherwise set forth herein.
11. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both DISTRICT and CITY have contributed substantially and materially to the preparation hereof.
12. **Further Documentation.** The parties agree that at any time following a request by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby. The obligations of the Parties pursuant to this Agreement shall survive the closing hereunder.
13. **Effective Date.** For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the CITY or the DISTRICT has executed the same, and that date shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF the Parties have caused this Memorandum to be executed on the date set forth above.

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW)*

Signed, sealed and delivered
In our presence as witnesses:

CITY OF APOPKA

Lori Dunn
Print name: Lori L. Dunn

By: Bryan Nelson
Bryan Nelson, Mayor

Lori Dunn
Print name: Lori L. Dunn

Attest: Linda F. Goff
Linda F. Goff, City Clerk
The City of Apopka

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 19th day of September, 2018, by Bryan Nelson, Mayor, on behalf of the City of Apopka, who is personally known to me or who provided _____ as identification and who did not take an oath.



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

Susan M Bone
NOTARY PUBLIC, State of Florida
My Commission Expires: 4/25/2022
My Commission No.: GG182400

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 19th day of September, 2018, by Linda F. Goff, on behalf of the City of Apopka, who is personally known to me or who provided _____ as identification and who did not take an oath.



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

Susan M Bone
NOTARY PUBLIC, State of Florida
My Commission Expires: 4/25/2022
My Commission No.: GG182400

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

Myra B. Perschnick
Witness

Myra B. Perschnick
Print Name

Ray I. Beed
Witness

Kathy F. Breed
Print Name

Ann B. Shortelle, Ph.D.
Ann B. Shortelle, Ph.D.
Its Executive Director

Attest:

William Abrams
William Abrams
General Counsel

For the use and reliance only by St.
Johns River Water Management District
Approved as to form and legality:

Kris H. Davis
Kris H. Davis
Asst. General Counsel

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 8th day of October,
2018, by Ann B. Shortelle, Ph.D., as Executive Director of the St. Johns River Water Management
District, on behalf of the District, and who is personally known to me.

Ray I. Beed
Notary Public - State of Florida
Print Name: _____
My Commission Expires: _____

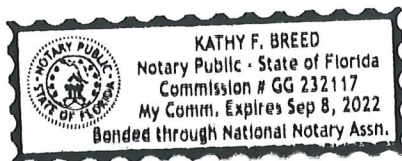
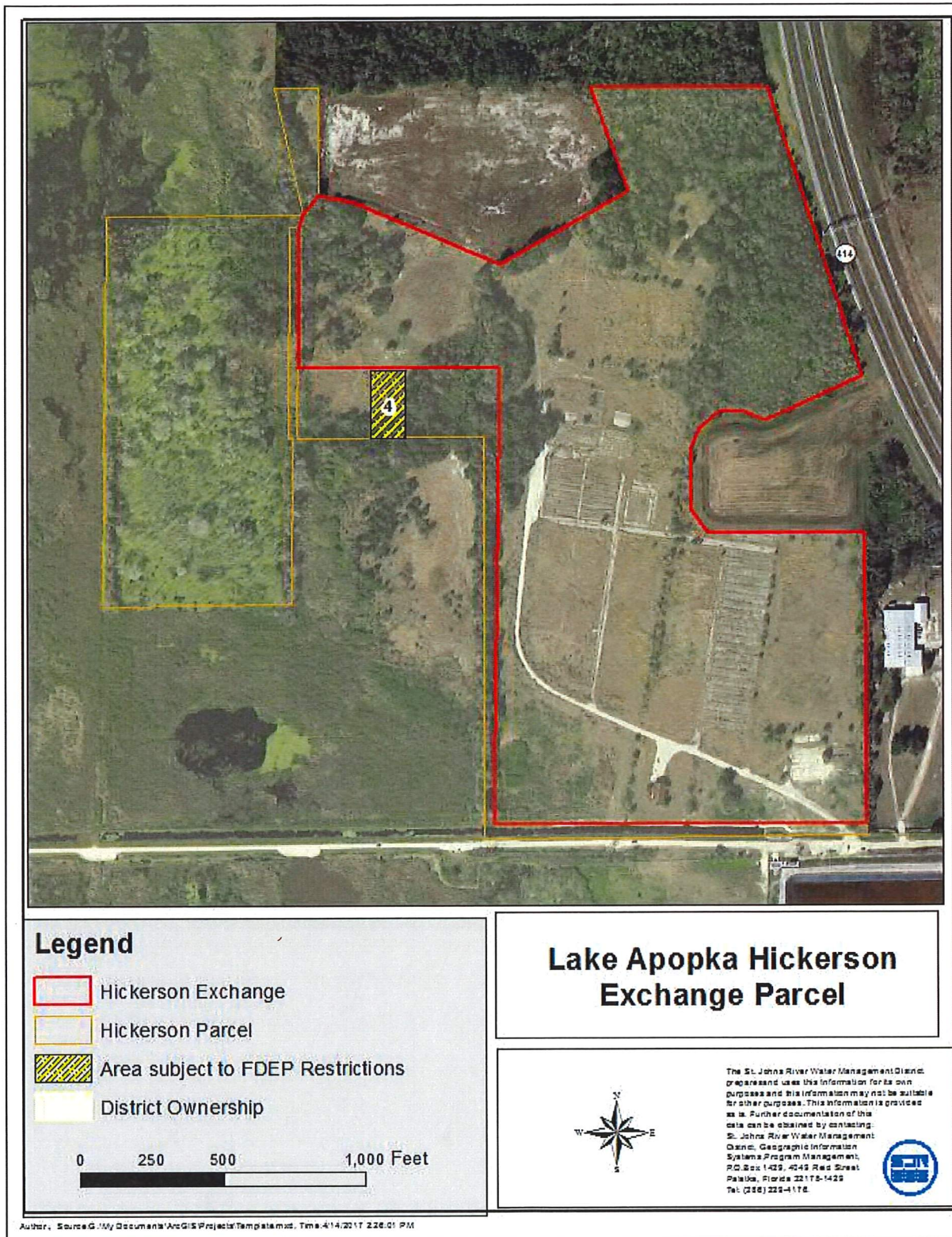
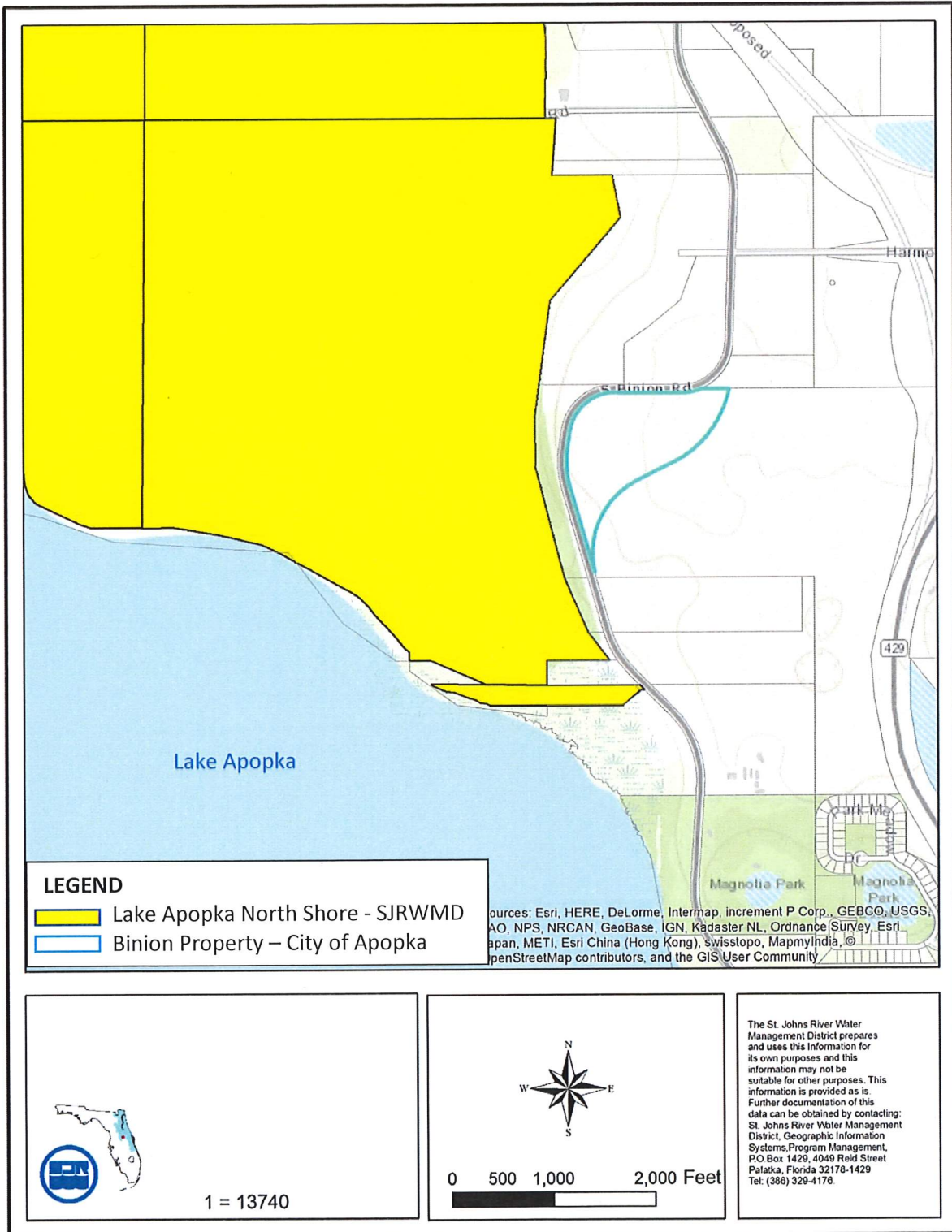


EXHIBIT "A". Hickerson Property Map



COMPOSITE EXHIBIT "B"

Binion Property Map and Legal Description



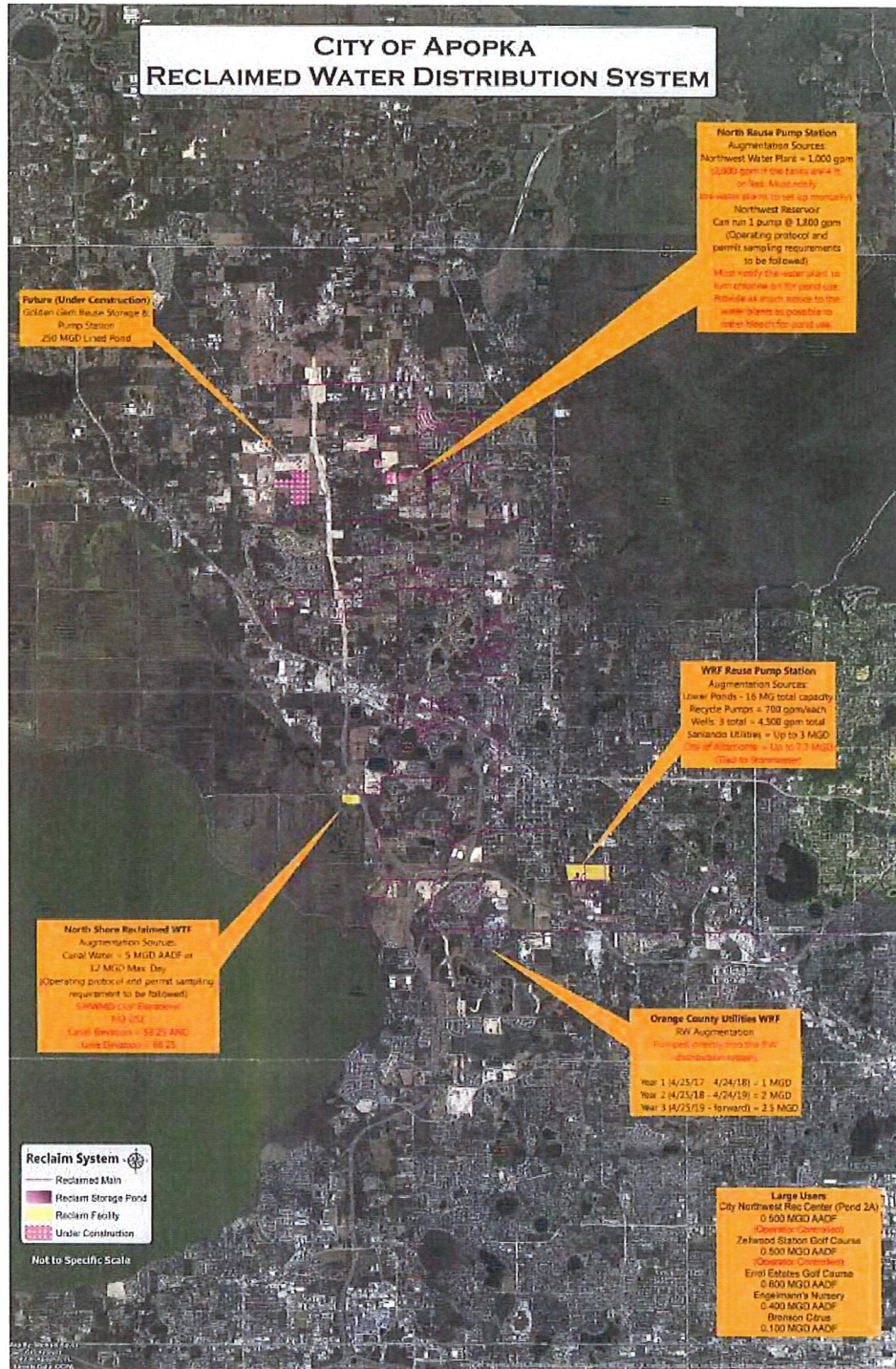
Author: Source G:\My Documents\ArcGIS\Projects\Template.mxd, Time: 4/14/2017 2:26:01 PM

BINION PROPERTY LEGAL DESCRIPTION

Begin at the SE corner of the SW1/4 of the NE1/4 of Section 19. Township 21 South, Range 28 East, run S 00 Deg. 43 Min. 40 Sec. W along the East line of the West. of the SEC of said Section 19 for 2664.96 ft. to a point on the South line of said Section 19, also being the North line of Section 30, Twp. 21 South, Range 28 East; thence run S 01 Deg. 12 Min. 07 Sec. W along the East line of the West 1/2 of the NE1/4 of said Section 30 for 244.30 ft.; thence run N 89 Deg. 14 Min. 06 Sec. W parallel with the North line of said Section 30 for 1611.85 ft. to a point on the East right-of-way line of S.R. No. 437 (Binion Road); thence run N 44 Deg. 04 Min. 08 Sec. W for 236.70 ft. to the point of curvature of a curve concave to the Northeast, having a radius of 914.93 ft., thence run Northwesterly along the arc of said curve and said East right-of-way line, thru a central angle of 26 Deg. 06 Min. 17 Sec., for 416.74 ft.; thence departing said curve run S 89 Deg. 14 Min. 06 Sec. E parallel with the South line of previously mentioned Section 19 for 1876.92 ft. to a point which lies 122.00 ft. Westerly of the East line of the West 1/2 of the SE1/4 of said Section 19; thence run N 00 Deg. 43 Min. 40 Sec. E parallel with said East line for 535.97 ft. (535.92 ft. Deed); thence run N 89 Deg. 14 Min. 06 Sec. W for 2337.13 ft.; thence run N 14 Deg. 11 Min. 31 Sec. W for 1118.94 ft. (1119.30 ft. Deed); thence run North for 500.00 ft.; thence run N 08 Deg. 23 Min. 54 Sec. E for 325.73 ft.; thence run S 88 Deg. 59 Min. 02 Sec. E for 740.88 ft. to a point on the North right-of-way line of S.R. No. 437 (Binion Road); thence run S 01 Deg. 00 Min. 58 Sec. W for 80.00 ft. to a point on the South right-of-way line of said S.R. 437; thence run S 88 Deg. 59 Min. 02 Sec. E along said South right-of-way line for 660.80 ft. to the point of curvature of a curve concave to the North, having a radius of 517.46 ft., thence run Northeasterly along the arc of said curve, thru a central angle of 22 Deg. 16 Min. 26 Sec., for 201.16 ft.; thence departing said curve run S 89 Deg. 12 Min. 38 Sec. E. for 1112.51 ft. to the point of beginning.

Herein described property lies within Orange County, Florida

Exhibit "C". CITY Facility



CITY facilities include the North Shore Reclaimed WTF (collection and treatment of stormwater); reclaimed water system transmission system; and Northwest Reservoir and future reservoirs designed for storage and aquifer recharge.

Exhibit "D"

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made and entered into as of this _____ day of _____, 201_, by and between THE CITY OF APOPKA, a Florida municipal corporation, whose address is 120 E Main Street, Apopka, FL 32703, ("CITY"), and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177 ("DISTRICT"), collectively referred to herein as the "Parties". Wherever used herein the terms "DISTRICT" and "CITY" includes their legal representatives, assigns, and successors.

RECITALS

A. CITY owns in fee a parcel of land on the northeast shore of Lake Apopka more fully described in Composite Exhibit "A" (Hickerson Property), that is situated at the entrance to the DISTRICT-managed Lake Apopka Wildlife Drive on the Lake Apopka North Shore ("LANS"); and

B. The Parties agree that nature-based recreation and education public use facilities located at the entrance of the LANS would increase the value of the LANS to the local and state wildlife enthusiasts by adding additional access, visibility, site security, and a location for recreational and educational opportunities; and

C. On June 7, 2017, CITY executed an agreement with the Orange Audubon Society, a Florida based non-profit environmental organization, for the City to provide wildlife viewing and education opportunities and land management assistance on the LANS; and

D. On _____, the DISTRICT conveyed the Hickerson Property to the CITY for the purpose of providing land on which the CITY could develop nature-based recreation and education public use facilities.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, and other good and valuable considerations, the Parties acknowledge and agree as follows:

1. The recitals set forth above and attached exhibits are specifically incorporated herein and made part of this Agreement by reference.
2. CITY hereby further declares and warrants that it has fee simple title and full right and interest in and to the Hickerson Property and represents that no other parties other than those signing this document have any legal or equitable right, title or interest to the Hickerson Property.

3. The CITY and its successors and assigns shall use the Hickerson Property solely for public use facilities and activities that further nature-based, outdoor recreation and education on the LANS. CITY hereby declares that as the owner of the Hickerson Property, no use nor any structure that is incompatible with the foregoing shall be allowed, except upon the express written consent and approval of the DISTRICT, which consent and approval shall be recorded in the Public Records of Orange County, Florida.
4. For all purposes of this Declaration, the Effective Date hereof shall mean the date when the last of the CITY or the DISTRICT has executed the same, and that date shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF the Parties have caused this Declaration to be executed on the date set forth above.

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW)*

Signed, sealed and delivered
In our presence as witnesses:

CITY OF APOPKA

Print name: _____

By: _____ [not signature version] _____
Title: Bryan Nelson, Mayor

Print name: _____

Attest: _____
Linda F. Goff, City Clerk

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Bryan Nelson, Mayor, on behalf of the City of Apopka, who is personally known to me or who provided _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Linda F. Goff, on behalf of the City of Apopka, who is personally known to me or who provided _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Signed, sealed and delivered
In our presence as witnesses:

Print name: _____

By: _____ [not signature version] _____
John A. Miklos, Chairman

Print name: _____

Attest:

Charles W. Drake, Secretary

Approved as to form and legality
for use and reliance only by SJRWMD

STATE OF FLORIDA
COUNTY OF PUTNAM

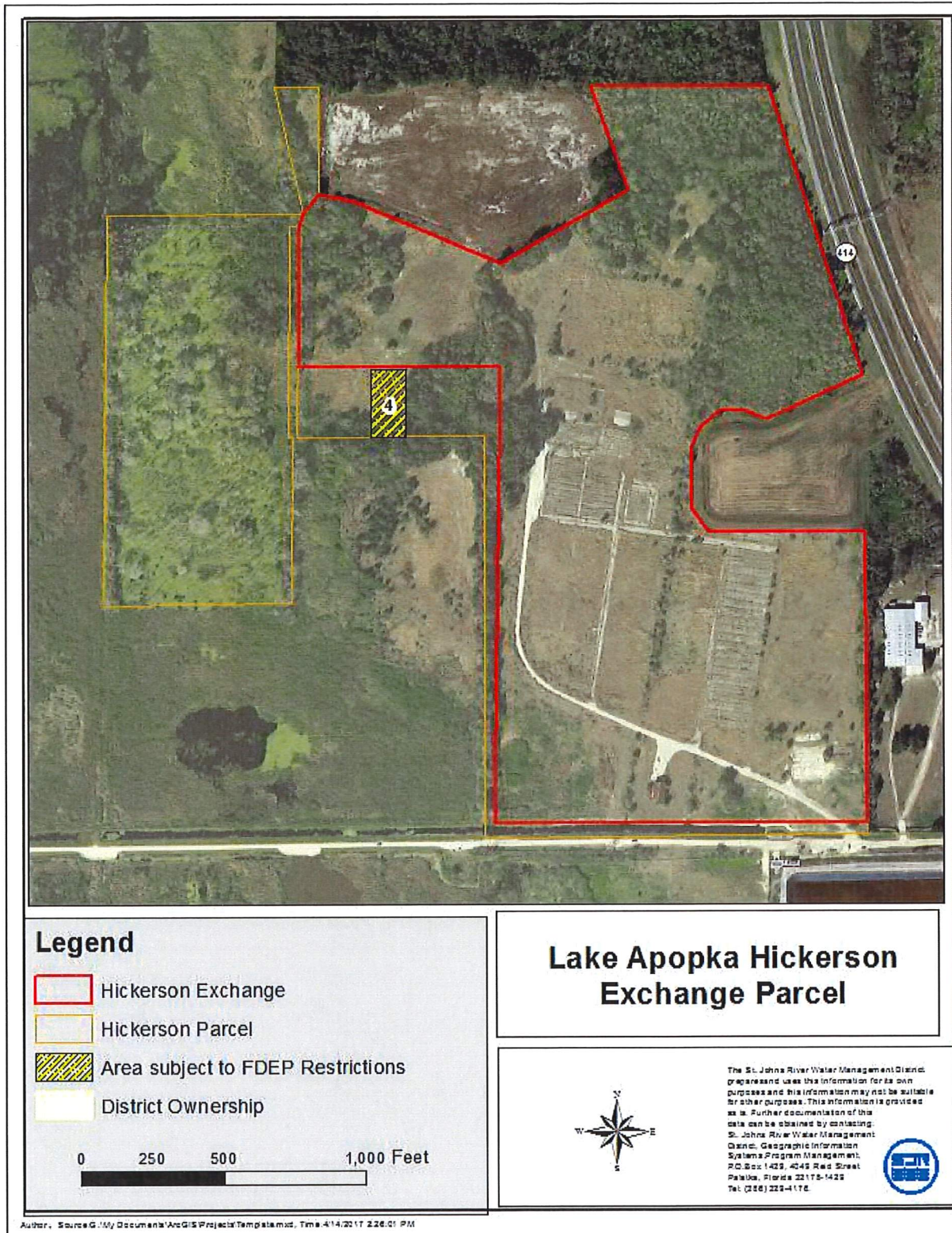
I HEREBY CERTIFY, that on this ____ day of _____, 2018, before me personally appeared John A. Miklos, Governing Board Chairman, and Charles W. Drake, Governing Board Secretary, who are personally known to me and who executed the foregoing conveyance and acknowledged the execution thereof to be their free acts and deeds as such authorized officers, on behalf of the St. Johns River Water Management District.

NOTARY PUBLIC, State of Florida
Name: _____

COMPOSITE EXHIBIT "A"

Hickerson Property Map and Legal Description

HICKERSON PROPERTY MAP



HICKERSON PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN AND BEING A PART OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°24'32" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°24'32" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1004.81 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°58'43" WEST, A DISTANCE OF 546.74 FEET; THENCE RUN NORTH 35°28'01" WEST, A DISTANCE OF 99.00 FEET; THENCE RUN NORTH 00°00'35" EAST, A DISTANCE OF 217.45 FEET; THENCE RUN NORTH 23°27'52" EAST, A DISTANCE OF 72.00 FEET; THENCE RUN NORTH 47°09'54" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN NORTH 89°21'08" EAST, A DISTANCE OF 76.30 FEET; THENCE RUN SOUTH 69°44'36" EAST, A DISTANCE OF 91.77 FEET; THENCE RUN NORTH 65°53'09" EAST, A DISTANCE OF 374.75 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5156.00 FEET, A CHORD BEARING NORTH 18°08'07" WEST AND A CHORD DISTANCE OF 1067.02 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°52'42", A DISTANCE OF 1068.93 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE RUN SOUTH 89°54'21" WEST ALONG SAID NORTH LINE A DISTANCE OF 622.51 FEET; THENCE DEPARTING FROM SAID NORTH LINE RUN SOUTH 19°49'56" EAST, A DISTANCE OF 384.12 FEET; THENCE RUN SOUTH 60°10'30" WEST, A DISTANCE OF 516.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1488.00 FEET, A CHORD BEARING NORTH 67°22'25" WEST AND A CHORD DISTANCE OF 556.10 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°32'22", A DISTANCE OF 559.39 FEET; THENCE RUN NORTH 78°08'36" WEST, A DISTANCE OF 126.64 FEET; THENCE RUN SOUTH 39°52'27" WEST, A DISTANCE OF 89.90 FEET; THENCE RUN SOUTH 18°53'21" WEST, A DISTANCE OF 43.52 FEET; THENCE RUN SOUTH 00°30'56" WEST, A DISTANCE OF 508.76 FEET; THENCE RUN NORTH 89°19'20" EAST, A DISTANCE OF 703.06 FEET; THENCE RUN SOUTH 00°02'21" WEST, A DISTANCE OF 1593.03 FEET; THENCE NORTH 89°19'20" EAST, A DISTANCE OF 1295.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 69.50 ACRES, MORE OR LESS.

TOGETHER WITH

AN EASEMENT FOR INGRESS AND EGRESS LYING IN AND BEING A PART OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN SOUTH 89°19'20" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 42.61 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°19'20" WEST, A DISTANCE OF 26.55 FEET; THENCE RUN NORTH 41°47'25" WEST, A DISTANCE OF 73.00 FEET; THENCE RUN NORTH 89°19'20" EAST, A DISTANCE OF 26.55 FEET; THENCE SOUTH 41°47'25" EAST, A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1460.00 SQUARE FEET, MORE OR LESS.

Exhibit "E". Option Agreement for Binion District Property

OPTION AGREEMENT

THIS OPTION AGREEMENT (Agreement), is made and entered into as of this ____ day of _____, 201_, by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177 (DISTRICT), and THE CITY OF APOPKA, a Florida municipal corporation, whose address is 120 E Main Street, Apopka, FL 32703, (CITY), (collectively, the Parties). Wherever used herein, the terms "DISTRICT" and "CITY" includes their legal representatives, assigns, and successors.

RECITALS

WHEREAS, the CITY owns in fee a parcel of land on South Binion Road in the City of Apopka in Orange County, Florida, as described and depicted in Composite Exhibit "A" attached hereto (the Binion Property); and

WHEREAS, the DISTRICT is a public body existing under Chapter 373 of the Florida Statutes; and

WHEREAS, on _____, DISTRICT and CITY entered into a Memorandum of Agreement (MOA), whereby the DISTRICT and CITY agreed to an exchange of interests in real property to be accomplished, in part, through an option agreement between the CITY and the DISTRICT for the CITY'S Binion Property; and

WHEREAS, the DISTRICT intends to obtain a five-acre portion to be located on the Binion Property for use as a DISTRICT facility,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable considerations, the parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. RECITALS & EXHIBITS. The recitals set forth above and the attached exhibits are specifically incorporated herein and made part of this Agreement by reference.

2. GRANT OF OPTION. CITY, and CITY's successors and assigns, hereby grant to DISTRICT and its successors and assigns the exclusive option to obtain all of CITY's right, title, and interest in and to a five-acre portion of the real property located in Orange County, Florida, described in Exhibit "A", together with all improvements, easements, and appurtenances (Binion District Property), in accordance with the provisions of this Agreement (the Option). This Agreement becomes legally binding upon execution by the parties but DISTRICT's exercise of the Option is effective only if DISTRICT gives written notice of its exercise of the Option to CITY. 3.

3. OPTION TERMS. The option payment is Ten Dollars (\$10.00) (Option Payment), the receipt and sufficiency of which is hereby acknowledged by CITY. The Option may be exercised during the period beginning on the Effective Date of this Agreement and ending ten (10) years thereafter (Option Expiration Date). The DISTRICT's Executive Director is authorized to sign

amendments to this Agreement and may unilaterally amend this Agreement to extend the Option Expiration Date for a period not to exceed five (5) years after the original Option Expiration Date by providing written notice to CITY prior to the Option Expiration Date.

4.A. SURVEY, TITLE INSURANCE, ENVIRONMENTAL SITE ASSESSMENTS, APPRAISALS, INSPECTIONS AND INVESTIGATIONS. DISTRICT's employees, contractors and agents are hereby authorized to enter upon the Binion District Property for the above-captioned purposes. If DISTRICT objects to any matters disclosed in a Survey, title insurance commitment or environmental site assessment (Defects), DISTRICT shall notify CITY in writing of such Defects, and CITY may, at its sole option, take action to cure such Defects, or DISTRICT or CITY may terminate this Agreement and thereafter and both DISTRICT and CITY shall be relieved of all further responsibilities hereunder, or DISTRICT and CITY may renegotiate the terms of the MOA. Termination under this paragraph shall not constitute a default under paragraph 9.

4.B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Binion District Property, DISTRICT, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should DISTRICT elect not to terminate this Agreement, CITY shall, at its sole cost and expense and prior to the DISTRICT'S exercise of the Option, promptly commence and diligently pursue any assessment, clean up and monitoring of the Binion District Property necessary to bring the Binion District Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to CITY of clean-up of Hazardous Materials exceed five-thousand dollars (\$5,000.00), CITY may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Binion District Property prior to closing are discovered after closing, CITY shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the easement, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at CITY's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, CITY shall indemnify and save harmless and defend DISTRICT, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Binion District Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. CITY shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against DISTRICT as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Binion District Property prior to closing are alleged to be a contributing legal cause. CITY shall save DISTRICT harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. CLOSING DOCUMENTS. CITY shall provide DISTRICT with the following documents at closing, in a form reasonably acceptable to DISTRICT: (a) General Warranty Deed conveying unencumbered fee simple title to the Binion District Property; (b) Owner's Affidavit confirming the CITY's representations as to mechanic's liens, and parties in possession and other matters required by the title company and certified to DISTRICT and title company; (c) Affidavit from CITY confirming that CITY shall not undertake any actions between the Effective Date and the Closing Date which would change or alter marketability of title to the Binion District Property; (d) Environmental Affidavit certified to DISTRICT and title company; and (e) Other normal and customary closing documents as may be required by the DISTRICT or the closing agent. All closing documents shall be prepared by DISTRICT.

6. THE CLOSING. The closing shall be on or before one hundred and twenty days (120) days after DISTRICT exercises the Option to receive the Binion District Property; provided, however, that if a Defect exists in the title to the Binion District Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by CITY, the closing shall occur either on the original closing date or within 30 days after DISTRICT'S receipt of documentation curing the Defects, whichever is later. The date, time and place of closing shall be set by DISTRICT. The DISTRICT'S Executive Director is authorized to sign amendments to this Agreement to extend closing date for a period not to exceed 90 days past the original closing date.

7. CLOSING COSTS, PRO-RATIONS AND ADJUSTMENTS. If the DISTRICT exercises the Option, all real estate taxes and assessments which are or which may become a lien of record against the Binion District Property shall be satisfied by CITY at closing. If the DISTRICT exercises this Option and the DISTRICT acquires fee title to the Binion District Property between January 1 and November 1, CITY shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Binion District Property. In the event the DISTRICT acquires fee title to the Binion District Property on or after November 1, CITY shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector, and trash and debris clean up if necessary. CITY shall perform trash and debris clean up if necessary. The DISTRICT shall pay all other closing costs.

8. PARTIES. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties their respective successors and assigns.

9. DEFAULT.

(A) If under the provisions hereunder, either party shall be obligated to complete the conveyance but fails to do so within the applicable period provided for Closing, each party shall immediately return or deliver to the other party all papers and other documents relating to the Binion District Property, the title commitment, the Survey, engineering studies and reports, site plans, Environmental Site Assessment(s) and all other information developed by the other party relating to the Binion District Property. Further, the defaulting party shall reimburse non-defaulting party for the costs, excluding attorneys' fees, incurred by the non-defaulting party associated with the Survey, title commitment and title insurance, Environmental Site Assessment(s), and such other costs as may have been reasonably incurred by the non-defaulting

party in preparation for closing, in which event both parties shall thereafter be deemed released from any and all further obligations under this Agreement.

(B) The remedies described in this paragraph shall be the sole remedies available to the parties in the event of a default.

10. BROKER. The CITY represents and warrants to the DISTRICT that it has not engaged the services of a real estate company with respect to the Binion District Property. CITY agrees to hold DISTRICT harmless from any real estate commission or fees which may be claimed to be due through the CITY or pursuant to the acts of CITY. CITY further covenants and agrees to indemnify DISTRICT for damages, court costs and attorneys' fees incurred as a result of any such claim.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein or in the MOA. Except as set forth in paragraph 3 herein, this Agreement may not be modified, changed or amended, except in writing signed by the parties hereto.

12. NOTICES. Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing and either served personally by hand-delivery, overnight mail, next-day courier delivery, or by registered or certified mail, postage prepaid, addressed as follows:

To CITY: Edward Bass, City Administrator
City of Apopka
120 East Main Street
Apopka, Florida 32703
Phone (407) 703-1750

To DISTRICT: St. Johns River Water Management District
Director, Office of Real Estate Services
4049 Reid Street/Highway 100 West
Palatka, Florida 32177
(386) 329-2362

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery.

13. NON-WAIVER OF DISTRICT'S REGULATORY POWERS. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the DISTRICT as it now or hereafter exists under applicable laws, rules and regulations.

14. NON-WAIVER OF SOVEREIGN IMMUNITY. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or

attempted waiver by the DISTRICT of its sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this paragraph shall not be construed as an attempt by the DISTRICT to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act adopted by the Florida Legislature.

15. GOVERNING LAW/ATTORNEY'S FEES. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

16. FURTHER DOCUMENTATION. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby.

17. CONTINGENCIES. The exercise of this Option is contingent on approval by DISTRICT's Governing Board of the terms and conditions herein.

18. EFFECTIVE DATE. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the CITY or the DISTRICT has executed the same, and that date shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the date set forth above.

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW)*

Signed, sealed and delivered
In our presence as witnesses:

CITY OF APOPKA

Print name: _____

By: _____ **[not signature version]** _____
Bryan Nelson, Mayor

Print name: _____

Attest: _____
Linda F. Goff, City Clerk

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Bryan Nelson, Mayor, on behalf of the City of Apopka, who is personally known to me or who provided _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Linda F. Goff, on behalf of the City of Apopka, who is personally known to me or who provided _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

Witness

Print name:

Witness

Print name

_____[not signature version]_____
Ann B. Shortelle, Ph.D.
Its Executive Director

Attest:

William Abrams
General Counsel

For the use and reliance only by St.
Johns River Water Management District
Approved as to form and legality:

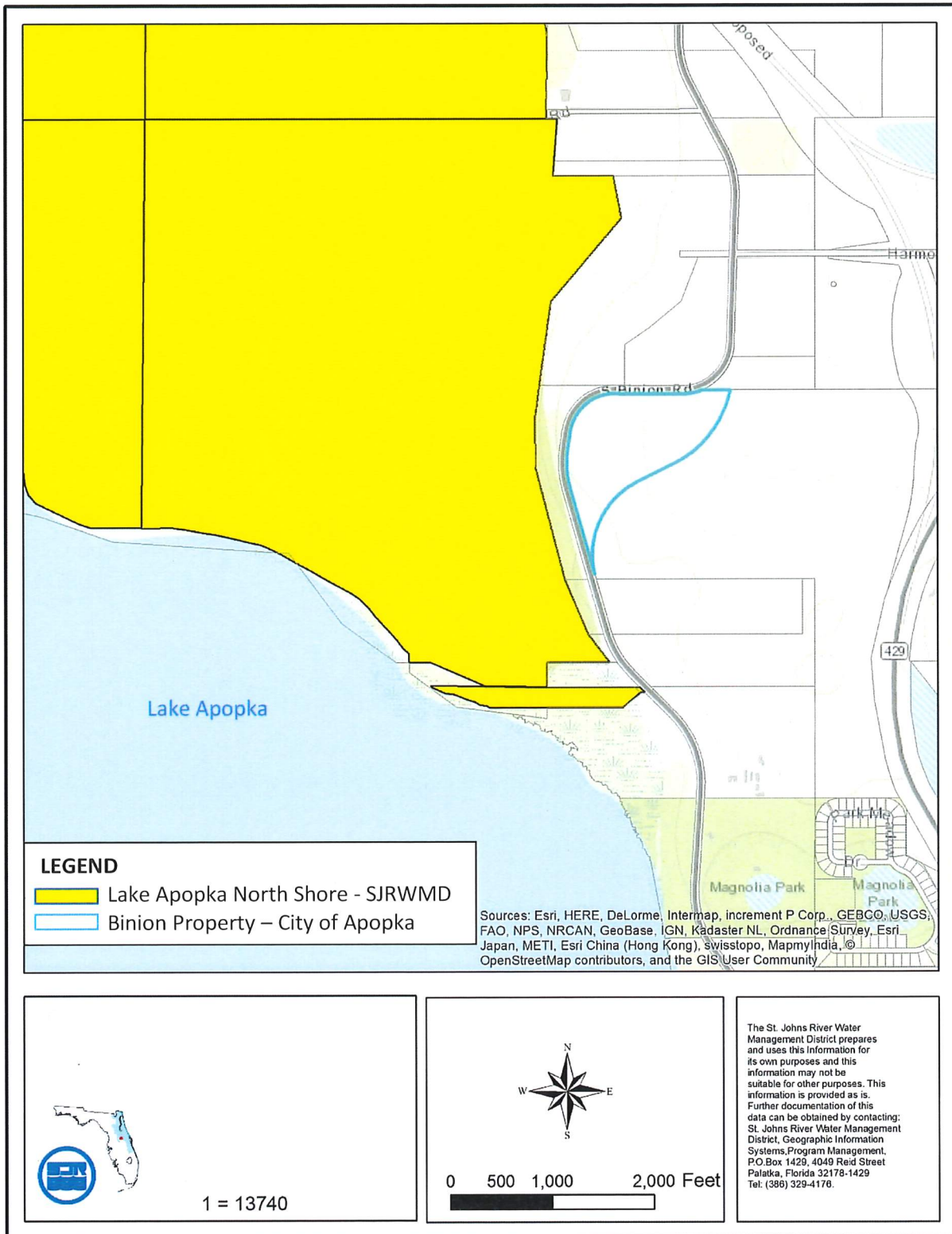
Kris H. Davis
Asst. General Counsel

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me on this __ day of _____, 2018, by
Ann B. Shortelle, Ph.D., Executive Director of the ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, who is personally
known to me.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

Composite Exhibit "A" to Exhibit "E" of the MOA.



Author: Source: G:\My Documents\ArcGIS\Projects\Template.mxd, Time: 4/14/2017 2:28:01 PM

Binion Property Legal Description

Begin at the SE corner of the SW1/4 of the NE1/4 of Section 19. Township 21 South, Range 28 East, run S 00 Deg. 43 Min. 40 Sec. W along the East line of the West. of the SEC of said Section 19 for 2664.96 ft. to a point on the South line of said Section 19, also being the North line of Section 30, Twp. 21 South, Range 28 East; thence run S 01 Deg. 12 Min. 07 Sec. W along the East line of the West 1/2 of the NE1/4 of said Section 30 for 244.30 ft.; thence run N 89 Deg. 14 Min. 06 Sec. W parallel with the North line of said Section 30 for 1611.85 ft. to a point on the East right-of-way line of S.R. No. 437 (Binion Road); thence run N 44 Deg. 04 Min. 08 Sec. W for 236.70 ft. to the point of curvature of a curve concave to the Northeast, having a radius of 914.93 ft., thence run Northwesterly along the arc of said curve and said East right-of-way line, thru a central angle of 26 Deg. 06 Min. 17 Sec., for 416.74 ft.; thence departing said curve run S 89 Deg. 14 Min. 06 Sec. E parallel with the South line of previously mentioned Section 19 for 1876.92 ft. to a point which lies 122.00 ft. Westerly of the East line of the West 1/2 of the SE1/4 of said Section 19; thence run N 00 Deg. 43 Min. 40 Sec. E parallel with said East line for 535.97 ft. (535.92 ft. Deed); thence run N 89 Deg. 14 Min. 06 Sec. W for 2337.13 ft.; thence run N 14 Deg. 11 Min. 31 Sec. W for 1118.94 ft. (1119.30 ft. Deed); thence run North for 500.00 ft.; thence run N 08 Deg. 23 Min. 54 Sec. E for 325.73 ft.; thence run S 88 Deg. 59 Min. 02 Sec. E for 740.88 ft. to a point on the North right-of-way line of S.R. No. 437 (Binion Road); thence run S 01 Deg. 00 Min. 58 Sec. W for 80.00 ft. to a point on the South right-of-way line of said S.R. 437; thence run S 88 Deg. 59 Min. 02 Sec. E along said South right-of-way line for 660.80 ft. to the point of curvature of a curve concave to the North, having a radius of 517.46 ft., thence run Northeasterly along the arc of said curve, thru a central angle of 22 Deg. 16 Min. 26 Sec., for 201.16 ft.; thence departing said curve run S 89 Deg. 12 Min. 38 Sec. E. for 1112.51 ft. to the point of beginning.

Herein described property lies within Orange County, Florida

Exhibit "F". Option Agreement for CITY Facility

OPTION AGREEMENT

THIS OPTION AGREEMENT (hereinafter called "Agreement"), is made and entered into as of this _____ day of _____, 2018, the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose address is Post Office Box 1429, Palatka, Florida 32178-1429 ("DISTRICT"), and THE CITY OF APOPKA, a Florida municipal corporation, whose address is 120 E Main Street, Apopka, FL 32703, ("CITY"), collectively referred to herein as the "Parties". Wherever used herein the terms "DISTRICT" and "CITY" includes their legal representatives, assigns, and successors.

RECITALS

WHEREAS, on _____, DISTRICT and CITY entered into a Memorandum of Agreement (MOA), whereby DISTRICT and CITY agreed to an exchange of interests in real property to be accomplished, in part, through an option agreement between CITY and DISTRICT for the CITY's Binion Property and in part, through an option agreement between the CITY and the DISTRICT for the DISTRICT to receive surface water from CITY and to use CITY's reclaimed water system facilities; and WHEREAS, CITY owns certain reclaimed water system-related improvements and infrastructure located in the City of Apopka, Florida, which CITY uses to withdraw, receive, treat, convey and discharge surface water further described in Exhibit "A" attached hereto ("CITY Facility"); and

WHEREAS, DISTRICT desires to receive surface water from CITY and use the CITY Facility to treat, convey and discharge surface water for recharge of the region's aquifer, and for water supply and water resource development projects and CITY agrees to this use.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. RECITALS & EXHIBITS. The recitals set forth above and the attached exhibits are specifically incorporated herein and made part of this Agreement by reference.
2. GRANT OF OPTION. CITY, and CITY's successors, and assigns, hereby grants to DISTRICT and its successors and assigns the exclusive option to: (a) receive from CITY a portion (minimum of 1.0 million gallons per day (mgd)) of surface water that CITY withdraws from the Lake Apopka North Shore, for DISTRICT aquifer recharge, water supply or water resource development projects ("DISTRICT Project Water"); and (b) convey or have CITY convey DISTRICT Project Water through the CITY Facility, in accordance with the provisions of this Agreement (the "Option"). The quantity of surface water and use of the City's infrastructure are to be determined through a cooperative feasibility study that is currently underway. This Agreement becomes legally binding

upon execution by the parties but DISTRICT's exercise of the Option is effective only if DISTRICT gives written notice of its exercise of the Option to CITY.

3. **OPTION TERMS.** The option payment is Ten Dollars (\$10.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by CITY. The Option may be exercised during the period beginning with DISTRICT's execution of this Agreement and ending ten (10) years thereafter ("Option Expiration Date"). The DISTRICT's Executive Director is authorized to sign amendments and may unilaterally amend this Agreement to extend the Option Expiration Date for a period not to exceed five (5) year after the original Option Expiration Date by providing written notice to CITY prior to the Option Expiration Date.

4. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all matters set forth in the Agreement. **PARTIES.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties their respective heirs, personal representatives, successors and assigns.

5. **DEFAULT.**

(A) If under the provisions hereunder, either party shall be obligated to complete the transaction, but fails to do so, each party shall immediately return or deliver to the other party all papers and other documents developed by the other party relating to the CITY Facility and/or the projects contemplated hereunder, and both parties shall thereafter be deemed released from any further obligations under this Agreement.

(B) The remedies described in this paragraph shall be the sole remedies available to the parties in the event of a default.

6. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein or in the MOA. Except as set forth in paragraph 3 herein, this Agreement may not be modified, changed or amended, except by a writing signed by the parties hereto.

7. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing and either served personally by hand-delivery, overnight mail, next-day courier delivery, or by registered or certified mail, postage prepaid, addressed as follows:

To CITY: Edward Bass, City Administrator
 City of Apopka
 120 East Main Street
 Apopka, Florida 32703
 Phone (407) 703-1750

To DISTRICT: St. Johns River Water Management District
Director, Office of Real Estate Services
4049 Reid Street/Highway 100 West
Palatka, Florida 32177
Telephone (386) 329-2362

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery.

8. NON-WAIVER OF DISTRICT'S REGULATORY POWERS. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the DISTRICT as it now or hereafter exists under applicable laws, rules and regulations.

9. NON-WAIVER OF SOVEREIGN IMMUNITY. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the DISTRICT of its sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this paragraph shall not be construed as an attempt by the DISTRICT to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act adopted by the Florida Legislature.

10. GOVERNING LAW. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

11. FURTHER DOCUMENTATION. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby.

12. CONTINGENCIES. The exercise of this Option is contingent on approval by the DISTRICT's Governing Board of the terms and conditions herein.

13. EFFECTIVE DATE. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the CITY or the DISTRICT has executed the same, and that date shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the date set forth above.

Signed, sealed and delivered
In our presence as witnesses:

CITY OF APOPKA

Print name: _____

By: _____[not signature version]_____
Bryan Nelson, Mayor

Print name: _____

Attest: _____
Linda F. Goff, City Clerk

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Bryan Nelson, Mayor, on behalf of the City of Apopka, who is personally known to me or who provided _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Linda F. Goff, on behalf of the City of Apopka, who is personally known to me or who provided _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

Witness

Print Name

Witness

Print Name

_____[not signature version]_____
Ann B. Shortelle, Ph.D.
Its Executive Director

Attest:

William Abrams
General Counsel

For the use and reliance only by St.
Johns River Water Management District
Approved as to form and legality:

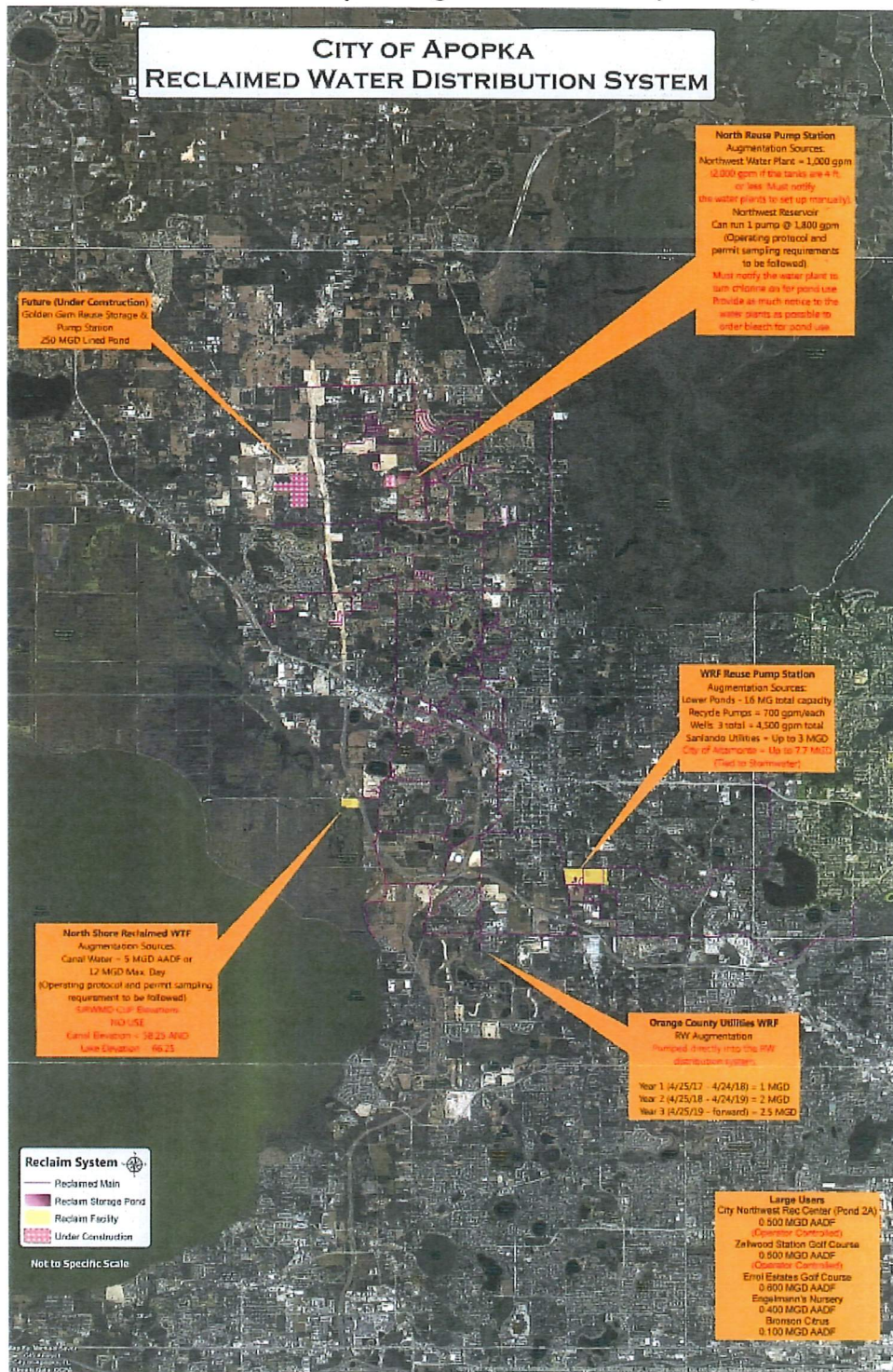
Kris H. Davis
Asst. General Counsel

STATE OF FLORIDA
COUNTY OF PUTNAM

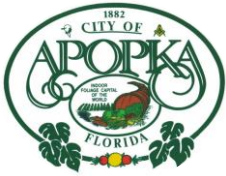
The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by Ann B. Shortelle, Ph.D., as Executive Director of the St. Johns River Water Management
District, a public body existing under Chapter 373, Florida Statutes, on behalf of the District, and
who is personally known to me.

Notary Public - State of Florida
Print Name:_____
My Commission Expires:_____

Exhibit "A" to Option Agreement. The City Facility



City Facility, which includes the North Shore Reclaimed Water Treatment Facility, the reclaimed water system transmission system; and the Northwest Reservoir (including future reservoirs) designed for storage and aquifer recharge.



CITY OF APOPKA PLANNING COMMISSION

<u>X</u> PUBLIC HEARING	MEETING OF:	August 13, 2019
<u> </u> SITE PLAN	FROM:	Community Development
<u> </u> SPECIAL REPORTS	EXHIBITS:	Zoning Report
<u>X</u> OTHER: PD Master/Preliminary Development Plans		Vicinity Map
		Adjacent Zoning Map
		Adjacent Uses Map
		Existing Use Map
		PD Master Plan/ Preliminary Development Plan

SUBJECT: **CHANGE OF ZONING AND PD MASTER PLAN/PRELIMINARY DEVELOPMENT PLAN – HAMMOCK AT ROCK SPRINGS**

PARCEL ID NUMBER: **28-20-28-0000-00-024**

REQUEST: **RECOMMEND APPROVAL OF THE CHANGE OF ZONING**
FROM: T (TRANSITIONAL)
TO: PD (PLANNED DEVELOPMENT)

SUMMARY:

OWNER:	Construesse USA, Inc.
APPLICANT:	Momtaz Barq, P.E., Terra-Max Engineering, Inc.
LOCATION:	West of Rock Springs Road and South of Disalvo Place
EXISTING USE:	Vacant
FLUM DESIGNATION:	Residential Low Suburban
CURRENT ZONING:	T (Transitional District)
PROPOSED DEVELOPMENT:	19 single family homes; developed in one phase Typical lot area: 10,500 sq. ft. - Typical lot width: 75 ft.
PROPOSED ZONING:	Planned Development (PD)
TRACT SIZE:	9.63 +/- acres
APPLICABLE CODE:	1993 Land Development Code

DISTRIBUTION

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

SUMMARY: The subject property is approximately 9.63 acres in size and is zoned T (Transitional District) and has a future land use designation of Residential Low Suburban. The subject property is located south of Disalvo Place and west of Rock Springs Road. The proposed change of zoning to PD (Planned Development) is being requested to allow a smaller lot width (75' and 80' vs. 85') but place greater open space adjacent to Rock Springs Road and greater separation between the homes and traffic on Rock Springs Road. Nineteen single-family homes are proposed to be constructed in one phase on the property. The subdivision, Hammock at Rock Springs, is proposed to be developed at a density of 1.98 dwelling units per acre. The Residential Low Suburban Future Land Use designation permits up to 3.5 dwelling units per acre. The applicant is proposing the following setbacks, Front: 25' Front-Loaded Garage: 30' Side: 10' Rear: 20'.

The Planned Development zoning calls for three (3) 75' wide lots and sixteen (16) 80' wide lots. Due to these proposed lot widths, a greater amount of recreation/open space can be dedicated, particularly at the eastern end of the subdivision, parallel to Rock Springs Road.

PROJECT DESCRIPTION: The Master/Preliminary Development Plan proposes 19 lots with a minimum width of 75 feet. 3.39 acres is dedicated towards open space, recreation, and a dry pond. Recreational opportunities include a playground located at Tract E. Tract A, at the western end of the Master/Preliminary Development Plan, is dedicated as a combination of a 1.06 acre dry pond and 1.25 acres of open/recreation space. A 10 foot landscape/wall buffer, with a 6' masonry wall, is proposed at the eastern boundary line, parallel to Rock Springs Road. The surrounding properties consist primarily of single-family, residential, subdivisions, including Landings at Rock Springs to the North and Traditions at Wekiva to the South and West. Live Oaks, planted 30' on-center, are proposed as the street trees along the interior street and Rock Springs Road. 19 existing live oaks, totaling 785' are proposed to be preserved. In addition, Viburnums and Flax Lilies are proposed at the 10' landscape/wall buffer.

Deviations. The applicant is requesting four deviations to the City's required development standards. For a PD Master Plan/Preliminary Development Plan, a deviation from the City's Land Development Code does not represent a variance, but a development standard or zoning condition unique to and approved as part of the Planned Development zoning. PDs are required to satisfy the requirements of the Land Development Code, unless the City Council finds that, based on substantial evidence, a proposed alternative development guideline is adequate to protect to the public health safety, and welfare. Any deviations must be consistent with the policies of the Comprehensive Plan.

1. Typical Lot Width Standard, Land Development Code Section 2.02.05 (E) (2) & Section 2.02.10.D. PUD General Standards. "Within the boundaries of the PUD, minimum lot size, minimum housing size and shall be consistent with the comparable lot size of the commensurate zoning district (ex. 8,000 sf lot size shall have a minimum living area of 1,500 sf) and minimum yards will be established and shall not exceed overall gross density as established in the Apopka Comprehensive Plan; provided, however, that PUD frontage on public roads external to the PUD shall be compatible with front yard requirements in accordance with the abutting zoning district;" With R-1A acting as the commensurate zoning district, the minimum lot width in R-1A zoning is 85'. The applicant is proposing 3, 75' wide lots and 16, 80' wide lots.
2. Flag Lot (Lot 9). Land Development Code. 6.01.01. General Provisions. C. Flag Type Lots. 2. The minimum lot width for the narrow extension of the lot to the right-of-way shall be consistent with the requirements of the applicable zoning district. The length of the narrow extension should be minimized and shall not exceed 400 feet.

3. Cul-de-Sac Lot Radii (Lot 9), Land Development Code Section 6.01.01 General Provisions. C. Flag Type Lots. 4. The front elevation of any home constructed on a cul-de-sac or on a curve shall be no more than a 30 degree deflection from a line perpendicular to a radial line from the center of the cul-de-sac or the radius point of the curve through a mid-point of the lot frontage. This perpendicular line shall be drawn from the intersection of the radial line and the corner of the proposed structure. All minimum lot width and structure setbacks must be accomplished.
4. Side Entry Garages. Land Development Code. Section 6.09.03 (B) (1) (g). Communities with lots having over 75 linear feet of street frontage are required to have at least 50 percent of the residences with side-entry or courtyard-entry garages. The wall of any side-entry or courtyard entry garage facing a street or building frontage shall have windows with a design, shape, and fenestration consistent with windows on the primary residential façade.

Justification for Deviations/Development Standard. The following justifications are provided for the previously mentioned deviation.

1. The lots in the subdivision were configured to save as many large trees as possible and to provide more open space, particularly along Rock Springs Road.
2. The flag lot (lot 9) was designed in a manner to save large, existing oak trees.
3. The front façade of the house on Lot 9 is placed in a manner to save large, existing oak trees.
4. 80' wide lots are not sufficiently wide enough to provide side entry garages.

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

A. The uses permitted within the PD district shall be single-family residential uses, and the RSF-1B zoning requirements and standards shall apply if a development standard or criteria is not provided within the PD Master/Preliminary Development Plan or adopting ordinance.

B. Terms of Expiration for this PD shall be as follows:

If a Final Development Plan associated with the PD district has not been approved by the City within three years, and site development has not commenced within four years after approval of these Master Plan provisions, the approval of the Master Plan provisions will expire. At such time, the City Council may:

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

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the Residential Low Suburban Future Land Use designation and is consistent with the Land Development

Code.

SCHOOL CAPACITY REPORT: The proposed change of zoning will result in an insignificant increase (less than 9) in the number of residential units which could be developed at the subject property. Therefore, the property is exempt from school capacity enhancement per the School Interlocal Planning Agreement. School concurrency review will be required at the final development plan, and a school mitigation agreement must be approved by City Council prior to site construction activity.

The location is served by the following schools: Rock Springs Elementary, Apopka Middle, and Apopka High School

PUBLIC HEARING SCHEDULE:

August 13, 2019 - Planning Commission (5:30 pm)
September 4, 2019 - City Council (1:30 pm) - 1st Reading
September 18, 2019 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

July 26, 2019 – Public Notice (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed rezoning to Planned Development (PD), and the PD Master/Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code and recommends approval of the Hammock at Rock Springs Planned Development Master Plan and Preliminary Development Plan.

Recommended Motion: Recommend to approve the rezoning of the subject parcel from T (Transitional District) to PD (Planned Development), and recommend to approve the PD Master Plan and Preliminary Development Plan based on the PD recommendations, and the findings and facts presented in the staff report.

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

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low Suburban	RSF-1B	Landings at Rock Springs
East (County)	Rural Settlement 1/5	A-2	Single Family Houses
South (City)	Residential Low Suburban	RSF-1A	Traditions at Wekiva
West (City)	Residential Low Suburban	RSF-1A	Traditions at Wekiva

LAND USE &

TRAFFIC COMPATIBILITY:

The property is accessed via Rock Springs Road. Internal streets are public and will be owned and maintained by the City of Apopka. Future land use designations and zoning categories assigned to properties to the north, south, east, and west are predominantly residential.

COMPREHENSIVE

PLAN COMPLIANCE:

The proposed PD zoning is compatible with policies set forth in the Comprehensive Plan and the Residential Low Suburban Future Land Use Designation.

Site development cannot exceed the intensity allowed by the Future Land Use policies.

ALLOWABLE

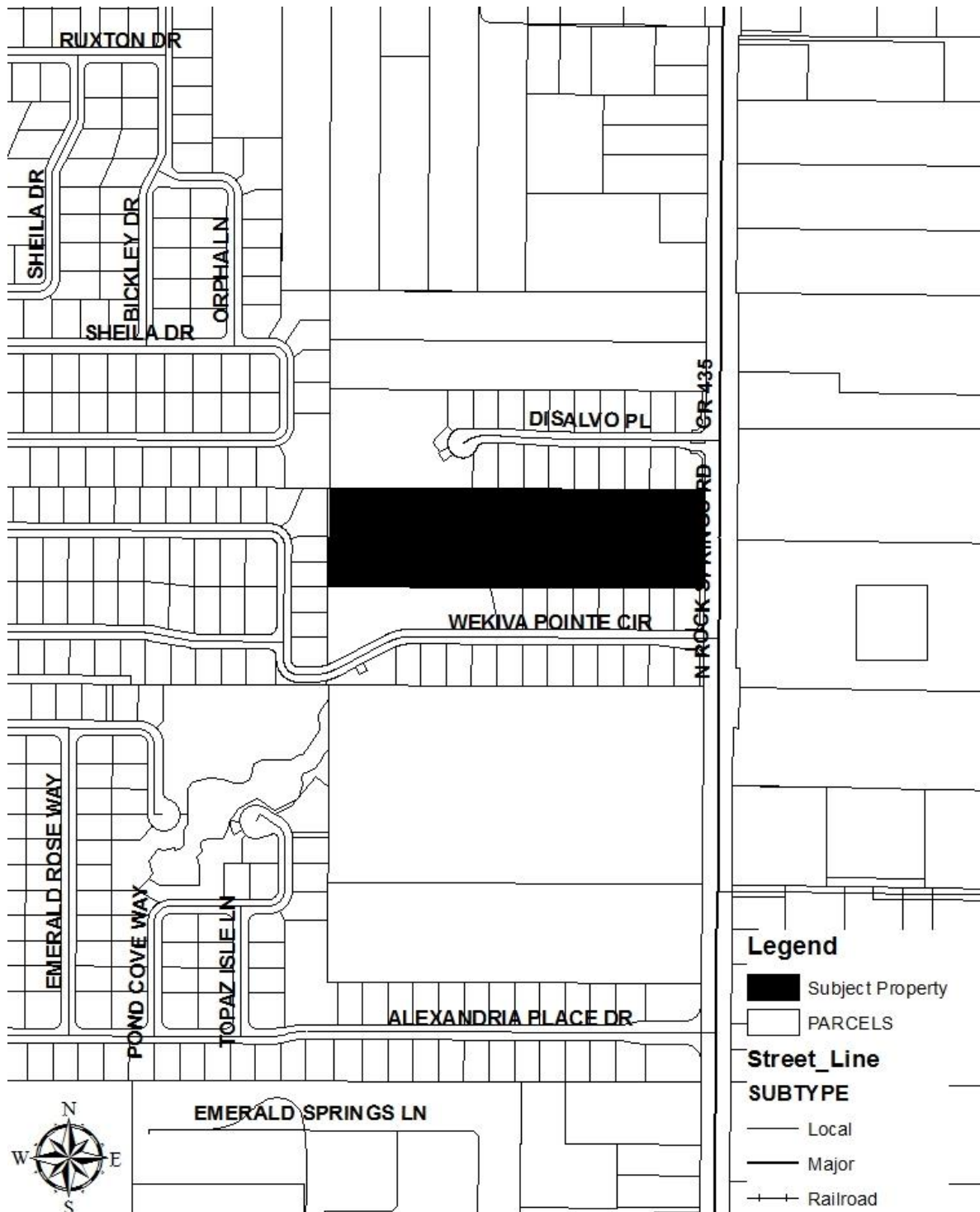
USES:

Single-family residential uses as set forth within the Planned Development Master/Preliminary Development Plan.



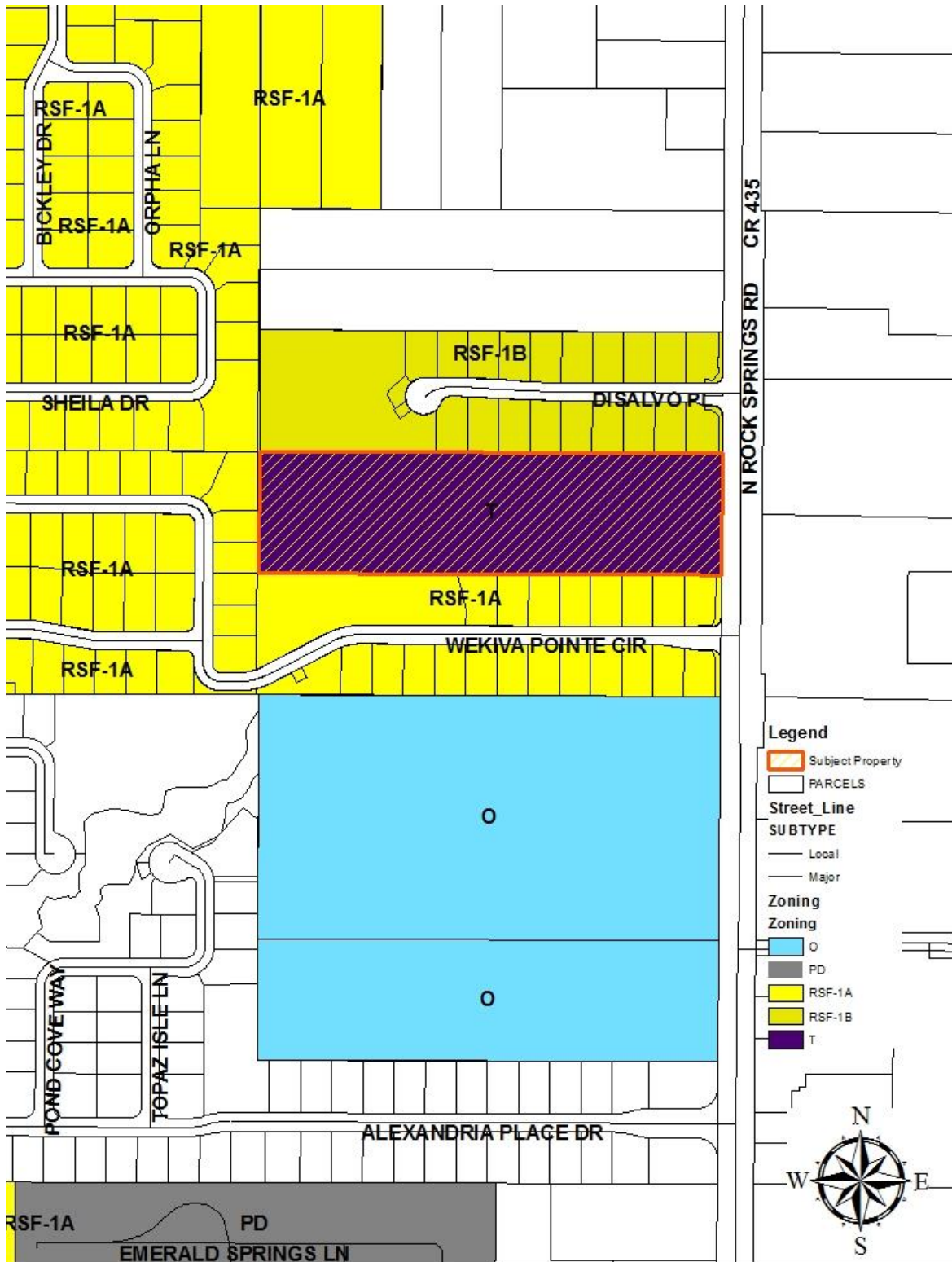
Project: Hammock at Rock Springs PD
Owned by: Construesse USA, Inc.
Located: 2600 Rock Springs Road
Parcel ID# 28-20-28-0000-00-024

VICINITY MAP



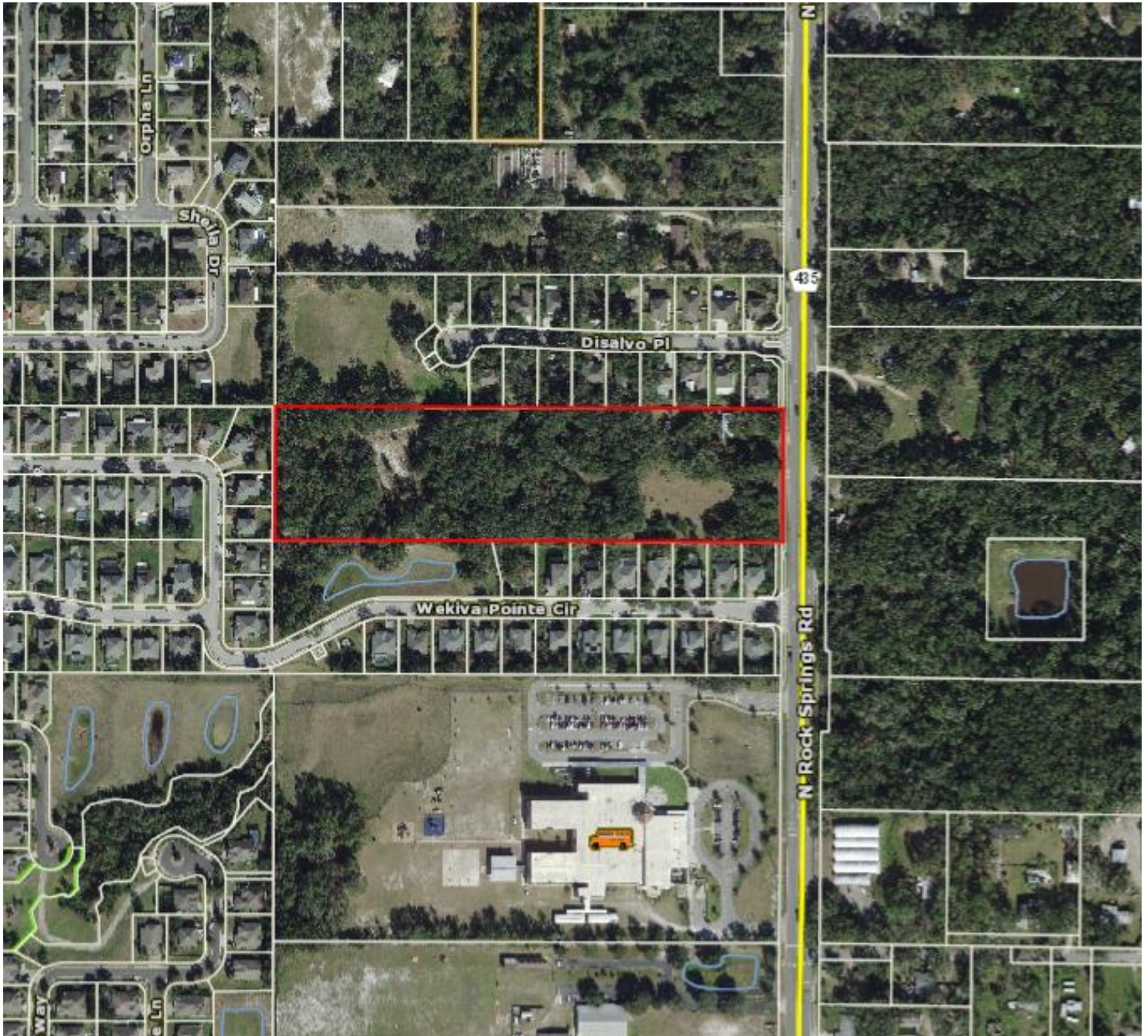


ADJACENT ZONING





ADJACENT USES



MASTER /PRELIMINARY DEVELOPMENT PLAN

SHEET INDEX

<u>NUMBER</u>	<u>DRAWING TITLE</u>	<u>LATEST ISSUE</u>
C0.0	COVER SHEET	04/10/2019
C1.0	SYMBOLS AND ABBREVIATIONS	01/15/2019
C2.0	GENERAL NOTES	01/15/2019
C3.0	MASTER PLAN	04/10/2019
C4.0	MASTER UTILITY PLAN	04/10/2019
C5.0	MASTER DRAINAGE PLAN	04/10/2019
C6.0	SITE DETAILS 1	06/06/2019
C6.1	SITE DETAILS 2	04/10/2019
C7.0	FLOOR PLANS AND ELEVATIONS	04/10/2019
C7.1	RENDERINGS	04/10/2019
SL-1	SITE LIGHTING PLAN	11/28/2018
LS-1	LANDSCAPE PLAN	06/06/2019
LS-2	TREE REMOVAL AND MITIGATION PLAN	06/06/2019
IRR-1	IRRIGATION PLAN	06/06/2019

SURVEY INDEX

<u>NUMBER</u>	<u>DRAWING TITLE</u>	<u>LATEST ISSUE</u>
SHEETS 1 TO 3	TOPOGRAPHIC AND TREE SURVEY	03/15/2018

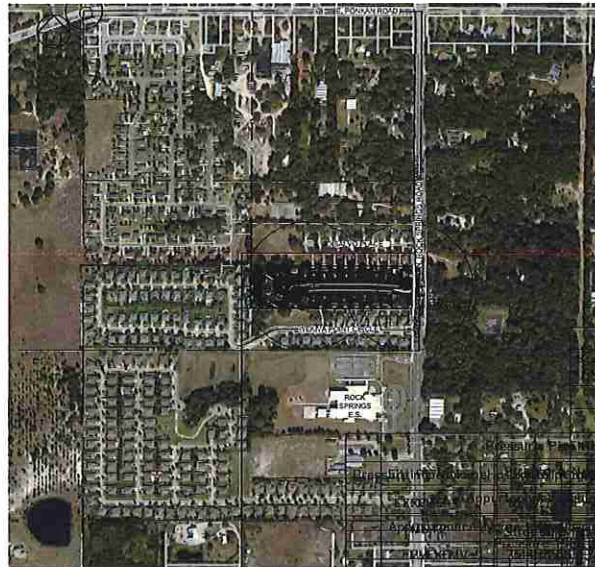
DESCRIPTION: (MICHAEL RUDD & ASSOC., LLC)

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 (LESS THE EAST 50 FEET FOR ROAD RIGHT OF WAY) SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

Hammock at Rock Springs

2600 ROCK SPRINGS ROAD
APOPKA, FLORIDA

PARCEL ID#: 28-20-28-0000-00-024



PROPERTY OWNER / DEVELOPMENT TEAM

OWNER/DEVELOPER:

CONSTRUESSE USA, INC.
CONTACT: REMI SILVA
479 MONTGOMERY PL
ALTAMONTE SPRINGS, FLORIDA 32714
TEL: (407) 218-0937
EMAIL: remi@truvalor.com

APPLICANT:

CONSTRUESSE USA, INC.
CONTACT: REMI SILVA
479 MONTGOMERY PL
ALTAMONTE SPRINGS, FLORIDA 32714
TEL: (407) 218-0937
EMAIL: remi@truvalor.com

CIVIL ENGINEER:

TERRA-MAX ENGINEERING, INC.
CONTACT: MOMTAZ BARQ, P.E.
1507 S. HIAWASSEE ROAD, SUITE 211
ORLANDO, FL 32835
TEL: (407) 578-2763 EXT 111
FAX: (407) 578-2963
EMAIL: BARQMM@TERRAMAXINC.COM

ARCHITECT:

BUMPUS AND ASSOCIATES, INC
CONTACT: DANIEL L. BUMPUS
603 FRONT STREET
CELEBRATION, FL 34747
TEL: 407-566-0200 X 10
EMAIL: dan@bumpusandassociates.com

LANDSCAPE ARCHITECT:

RAVENSDALE PLANNING & DESIGN
SCOTT V. MOORE, PRESIDENT
2283 NORTH HARMONY TERRACE
CRYSTAL RIVER, FL 34429
OFFICE- (407) 647-1213
EMAIL- RAVSVM@EARTHLINK.NET

GEOTECHNICAL:

SAFE ENGINEERING
CONTACT: DAVID WILSHAW, M.S., P.G
5401 SOUTH KIRKMAN ROAD, SUITE 370
ORLANDO, FL 32819
PHONE: 407.926.0331
FAX: (407) 423-3106
EMAIL: davidw@safeengineeringfl.com

SURVEYOR:

MICHAEL RUDD & ASSOC., LLC
CONTACT: MICHAEL T. RUDD, P.L.S.
1210 BAHAMA DRIVE
ORLANDO, FL 32806
TEL: 407-342-0676
EMAIL: michael@michaeltrudd.com

ENVIRONMENTAL:

WETLAND AND ENDANGERED SPECIES:
BIO-TECH CONSULTING, INC.
2002 EAST ROBINSON STREET
ORLANDO, FL 32803
TEL: (407) 894-5969
FAX: (407) 963-2751

PHASE I ENVIRONMENTAL SITE ASSESSMENT:
TERRA-MAX ENGINEERING, INC.
1507 S. HIAWASSEE ROAD, SUITE 211
ORLANDO, FL 32835
TEL: (407) 578-2763 EXT 111
FAX: (407) 578-2963

NOTES:

1. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS

No.	REVISIONS	DATE	BY
A	PER CITY COMMENTS	3/18/2019	MAB
A	PER CITY COMMENTS	4/29/2019	MAB
DRAWN J.A.A	CHECKED M.M.B	DATE 8/23/2018	SCALE AS SHOWN

PROJECT TITLE

HAMMOCK
AT
ROCK SPRINGS

2600 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

SEAL
MOMTAZ BARQ, P.E.



PE #49024
Terra-Max Engineering COA #26002

DRAWING TITLE	DRAWING NO.
COVER SHEET	C0.0

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[illegible]

LINES			
	C/L		CENTER LINE
			CHAIN LINK FENCE
	B1		CONTOUR
			EASEMENT
	x		FENCE
			GUARDRAIL
			EXISTING PLATS
			RETAINING WALL
	R/W		RIGHT-OF-WAY LINE
			SHORELINE
			SWALE
			SOIL BOUNDARY
SANITARY			
	EXIST SAN 6		SANITARY SEWER LINE
			CLEANOUT
	EXIST FM 4		FORCE MAIN
			MANHOLE
WATER			
	EXIST WM 6		WATER MAIN 6" PVC PIPE
			EXISTING VALVE
			FIRE HYDRANT
			WATER METER
STORM DRAIN			
	EXIST STS 18		STORM SEWER
	EXIST UD 6		UNDERDRAIN
			FDOT TYPE 1 INLET
			FDOT TYPE 2 INLET
			FDOT TYPE 3 INLET
			FDOT TYPE 4 INLET
			FDOT TYPE 5 INLET
			FDOT TYPE 6 INLET
HIGHWAY & UTILITIES			
	BENCHMARK		STATE ROADS
	BOUND CORNER		MISC ROAD SIGN
	CONCRETE		GUY POLE
	COUNTY ROADS		UTILITY POLE
	INTERSTATE ROADS		YARD LIGHT
	LIGHT POLE		GAS MAIN
	MISCELLANEOUS SIGN		CABLE TELEVISION, BURIED
	SECTION CORNER		ELECTRIC CABLE, CONDUIT, BURIED
	EDGE OF PAVEMENT W/O CURB		UNDERGROUND TELEPHONE CABLE
			EDGE OF PAVEMENT W/CURB

LINES		STORM DRAIN	
	BOUNDARY		24" REINFORCED CONCRETE PIPE @ 0.20%
	LOT LINE		100 LINEAR FEET UNDERDRAIN 6" PVC PIPE
	PROPERTY LINE		DRAINAGE FLOW DIRECTION
	RIGHT-OF-WAY LINE		FDOT INLET TYPE 1
	CENTER LINE		FDOT INLET TYPE 2
	EASEMENT		FDOT INLET TYPE 3
	CONSERVATION SETBACK		FDOT INLET TYPE 4
	SETBACK LINE		FDOT INLET TYPE 5
	CHAIN LINK FENCE		FDOT INLET TYPE 6
	FENCE		MANHOLE
	SILT FENCE		MITERED END SECTION
	GUARDRAIL		MULTIPLE MITERED END SECTION
	RETAINING WALL		STORM INLET
	SWALE		SLOPE DIRECTION ARROW FOR POND SIDE SLOPE
	CONTOUR		SPOT ELEVATION
	SHORELINE		TOP ELEVATION
	TREE LINE		INVERT ELEVATION
SANITARY		HIGHWAY & UTILITIES	
	100 LF SAN 8 PVC @ 0.40%		BOUND CORNER
	FORCE MAIN 4" PVC PIPE		CONCRETE
	MANHOLE		COUNTY ROADS
	SANITARY CONNECTION		DETAIL REFERENCE
	DOUBLE SANITARY SERVICE		DUMPSTER PAD
WATER			FINISHED FLOOR ELEVATION W/ FHA LOT TYPE
	6" PVC PIPE WATER MAIN		GUY POLE
	11 1/4' BEND		HANDICAP PARKING
	22 1/2' BEND		INTERSTATE ROADS
	45' BEND		LIGHT POLE
	90' BEND		NO PARKING SIGN
	TEE		SECTION CORNER
	CROSS		STATE ROADS
	DOUBLE DETECTOR CHECK VALVE		MISC ROAD SIGN
	GATE VALVE		TRAFFIC FLOW PAVEMENT MARKING
	FIRE HYDRANT ASSEMBLY		UTILITY POLE
	FIRE DEPARTMENT CONNECTION		BLDG OR STRUCTURE
	WATER METER & IRRIGATION BANK CONNECTION		TYPE F CURB & GUTTER
	REDUCER		MIAMI CURB
	BACKFLOW		CROSS SECTION DETAIL



PROJECT TITLE HAMMOCK AT ROCK SPRINGS 2600 ROCK SPRINGS ROAD APOPKA, ORANGE COUNTY, FLORIDA SEAL MOMTAZ BARQ, P.E.  PE #49024 Terra-Max Engineering COA #26002		
DRAWING TITLE SYMBOLS & ABBREVIATIONS	DRAWING NO. C1.0	
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NOTES:

1. TREE TYPES SHALL BE REFERENCED BY LEGEND ON APPLICABLE DRAWING SHEETS
2. EXISTING CONSTRUCTION FEATURES MAY BE SCREENED ON DRAWING SHEETS TO PROVIDE CLARITY.

3. POTABLE WATER SERVICE PROVIDED BY CITY OF APOPKA.
4. SANITARY SERVICE PROVIDED BY CITY OF APOPKA.
5. WATER LINES PROVIDING SERVICE TO FIRE HYDRANTS WILL BE 6" MINIMUM.
6. THE FRONT BUILDING SETBACK SHALL BE A MINIMUM OF 25' OR WHERE THE MINIMUM LOT WIDTH IS FIRST OBTAINED, WHICHEVER IS GREATER, THE FRONT SETBACK LINE TO BE PARALLEL OR MEASURED RADIALLY FROM STREET RIGHT-OF-WAY LINE.
7. THE CITY OF APOPKA IS SUBJECT TO THE TERMS, PROVISIONS AND RESTRICTIONS OF FLORIDA STATUTES CHAPTER 166 CONCERNING MORATORIA ON THE ISSUANCE OF BUILDING PERMITS UNDER CERTAIN CIRCUMSTANCES. THE CITY HAS NO LAWFUL AUTHORITY TO EXEMPT ANY PRIVATE, OR ITSELF, FROM THE APPLICATION OF SUCH STATE LEGISLATION AND NOTHING HEREIN SHOULD BE CONSTRUED AS SUCH AN EXEMPTION.
8. ALL LEGAL INSTRUMENTS, INCLUDING BUT NOT LIMITED TO HOMEOWNER'S ASSOCIATION DOCUMENTS SUCH AS ARTICLES OF INCORPORATION, BY LAWS, AND DECLARATION OF COVENANTS AND RESTRICTIONS, SHALL BE PROVIDED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO OR AT THE TIME OF PLATTING.
9. EACH FIRE HYDRANT SHALL HAVE THE BARRELS PAINTED OSHA SAFETY RED WITH THE CAPS AND BONNETS PAINTED OSHA SAFETY BLUE AND A BLUE REFLECTIVE MARKER SHALL BE AFFIXED TO THE STREET IN THE CENTER OF THE LANE CLOSEST TO EACH HYDRANT.
10. THE LAND BURDENED BY UTILITY AND DRAINAGE EASEMENTS UPON INDIVIDUAL LOTS SHALL BE OWNED AND MAINTAINED BY THE INDIVIDUAL LOT OWNERS. THE DRAINAGE AND UTILITY EASEMENTS SHALL BE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC AT THE TIME OF PLATTING.
11. THE DEVELOPER SHALL CONSTRUCT APPROPRIATE CURB CUTS TO ENABLE CONSTRUCTION RAMPS AT ALL RIGHTS-OF-WAY INTERSECTIONS (AND OTHER AREAS AS REASONABLY REQUIRED) IN ORDER TO ACCOMMODATE ACCESS TO SIDEWALKS AND STREETS FOR PERSONS WHO ARE IN WHEEL CHAIRS AND OTHER PERSONS WHO ARE PHYSICALLY CHALLENGED. SIDEWALKS ABUTTING EACH PLATTED LOT SHALL BE CONSTRUCTED AT THE TIME A HOUSE IS CONSTRUCTED ON THE LOT. WHEN SIDEWALKS ARE CONSTRUCTED ON CORNER LOTS, THE SIDEWALKS WILL BE EXTENDED TO THE CURB TO THE PROPERTY LINES. WHERE SIDEWALKS WILL BE CONSTRUCTED, SIDEWALKS ADJACENT TO COMMON AREAS SHALL BE CONSTRUCTED AT THE TIME OF CONSTRUCTION OF THE ADJACENT COMMON AREA.
12. STREET LIGHTS SHALL BE INSTALLED BY THE DEVELOPER PRIOR TO CERTIFICATE OF COMPLETION AT HIS EXPENSE AND THE COST OF THEIR OPERATION WILL BE ASSUMED BY THE DEVELOPER IN ACCORDANCE WITH ALL APPLICABLE CITY CODE(S).
13. ALL THE UNDERGROUND UTILITIES SHALL COMPLY WITH APPLICABLE CITY CODE(S), WHICH REQUIRES PEDESTAL-MOUNTED UTILITY BOXES TO BE PLACED BACK OFF THE STREET, NO MORE THAN 5 FEET FORWARD OF THE FRONT BUILDING SETBACK LINE, ON ALL RESIDENTIAL LOTS WHICH ARE LESS THAN 70 FEET IN WIDTH WHERE THE LOT ABUTS THE STREET RIGHT-OF-WAY.
14. ALL HOUSE PAD ELEVATIONS SHALL EXCEED THE 100 YEAR FLOOD ELEVATION BY A MINIMUM OF ONE FOOT.
15. ALL UTILITIES TO BE PLACED WITHIN THE 10-FOOT EASEMENT ALONG THE FRONT OF EACH LOT WILL BE PLACED AROUND EXISTING PROTECTED TREES TO BE PRESERVED.
16. THE EXISTING GRADES ON INDIVIDUAL LOTS CONTAINING PROTECTED TREES WILL BE MAINTAINED AS MUCH AS POSSIBLE TO PRESERVE EXISTING PROTECTED TREES. FOR LOTS CONTAINING PROTECTED TREES, THERE WILL BE NO GRADING OR OTHER CONSTRUCTION ON INDIVIDUAL LOTS EXCEPT AS SPECIFIED IN THE FINAL SUBDIVISION PLAN, UNTIL BUILDING PERMITS ARE ISSUED FOR THOSE LOTS.
17. ALL TRACTS WHICH ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION SHALL BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION BY WARRANTY DEED AT THE TIME OF PLATTING.
18. ALL ON SITE UTILITIES INCLUDING ELECTRICAL CABLE TV, AND TELEPHONE SHALL BE PLACED BELOW GROUND.
19. STORMWATER MANAGEMENT SHALL BE PROVIDED CONSISTENT WITH THE REQUIREMENTS OF THE APOPKA LAND DEVELOPMENT CODE AND THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT.
20. ASIDE FROM ROAD, RETENTION AREAS, LIFT STATION AREAS, AND PARK AREAS THE ONLY LAND USE WILL BE DETACHED SINGLE-FAMILY RESIDENTIAL.
21. ANY DAMAGE CAUSED TO ROCK SPRINGS ROAD AS A RESULT OF THE CONSTRUCTION ACTIVITIES RELATED TO THE PROJECT SHALL BE PROMPTLY REPAIRED BY THE OWNER TO THE APPLICABLE GOVERNMENTAL STANDARDS AT THE OWNER'S SOLE COST AND EXPENSE.
22. NOTWITHSTANDING THE CONVEYANCE OF THE STORMWATER RETENTION POND TO THE HOMEOWNER'S ASSOCIATION OR ANY PROVISION TO THE CONTRARY CONTAINED IN THESE CONDITIONS OF APPROVAL, THE DEVELOPER SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT'S STORMWATER MANAGEMENT SYSTEM (SWMS), INCLUDING ALL STORMWATER RETENTION PONDS, UNTIL SUCH TIME AS: (i) THE ENTIRE SWMS FOR THE PROJECT IS CONSTRUCTED AND APPROPRIATE CERTIFICATES OF COMPLETION ISSUED BY BOTH THE CITY AND THE SJRWMD, (ii) THE STORMWATER RETENTION PONDS INTENDED TO BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION HAVE IN FACT BEEN CONVEYED TO THE HOMEOWNER'S ASSOCIATION, (iii) THE HOMEOWNER'S ASSOCIATION IS DESIGNATED AS THE MAINTENANCE ENTITY ON THE RECORDS OF THE SJRWMD, AND ALL TRANSFER RECORDS REQUIRED BY SJRWMD HAVE BEEN EXECUTED AND ACCEPTED BY SJRWMD, (iv) THE CITY HAS BEEN PROVIDED WITH A COPY OF THE DEVELOPER'S PROPOSED MAINTENANCE PLAN WITH RESPECT TO THE SWMS, AND (v) THE CITY HAS BEEN PROVIDED WITH A WRITTEN STATEMENT FROM THE HOMEOWNER'S ASSOCIATION ACKNOWLEDGING RECEIPT OF THE DEVELOPERS PROPOSED MAINTENANCE PLAN WITH RESPECT TO THE SWMS AND THAT THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF THE SWMS.
23. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION (THE "DECLARATION") SHALL CONTAIN A PROVISION ALLOWING THE CITY OF APOPKA THE OPPORTUNITY TO LEVY, COLLECT, AND ENFORCE ASSESSMENTS FOR MAINTENANCE OF THE COMMON AREAS SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO DO SO OR SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO COLLECT ASSESSMENTS AT A LEVEL ALLOWING FOR THE MAINTENANCE OF THE COMMON AREAS.
24. THE DECLARATION SHALL CONTAIN A PROVISION GRANTING THE CITY OF APOPKA THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN AND REPAIR THE STORMWATER SYSTEM SHOULD THE HOMEOWNER'S ASSOCIATION FAIL, TO DO SO AND SEEK REIMBURSEMENT FROM THE HOMEOWNER'S ASSOCIATION, OR FROM THE DEVELOPER IF (i) TURNOVER OF CONTROL TO THE MEMBERS HAS NOT OCCURRED, OR (ii) IF THE DEVELOPER IS STILL RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER SYSTEM.
25. THE DECLARATION SHALL PROVIDE THAT THE HOMEOWNER'S ASSOCIATION SHALL AT ALL TIMES BE IN GOOD STANDING WITH THE FLORIDA SECRETARY OF STATE.
26. THE DECLARATION SHALL CONTAIN A PROVISION THAT THE CITY OF APOPKA IN AN INSTRUMENT RECORDED WITH THE DECLARATION SHALL DELIVER TO THE NEW BOARD OF DIRECTORS THE MAINTENANCE PLAN FOR THE STORMWATER SYSTEM ACCOMPANIED BY AN ENGINEER'S CERTIFICATION THAT THE STORMWATER SYSTEM IS FUNCTIONING IN ACCORDANCE WITH ALL APPROVED PLANS AND PERMITS. TO THE EXTENT THAT ANY SUCH ENGINEER'S REPORT INDICATES ANY CORRECTIVE ACTION IS REQUIRED, THE DECLARANT SHALL BE REQUIRED TO DILIGENTLY UNDERTAKE SUCH CORRECTIVE ACTION AT THE DECLARANT'S EXPENSE AND TO POST A CASH BOND WITH THE HOMEOWNER'S ASSOCIATION FOR THE ESTIMATED COSTS OF SUCH CORRECTIVE ACTION.
27. THE DECLARATION SHALL CONTAIN A PROVISION THAT ANY AMENDMENT TO ANY PROVISION AFFECTING THE CITY OF APOPKA REQUIRES THE CONSENT OF THE CITY OF APOPKA IN AN INSTRUMENT RECORDED WITH THE AMENDMENT.
28. THE DECLARATION SHALL CONTAIN A PROVISION PROVIDING THAT THE STORMWATER SYSTEM WILL BE TRANSFERRED TO A RESPONSIBLE OPERATION AND MAINTENANCE ENTITY ACCEPTABLE TO THE CITY OF APOPKA IN THE EVENT OF DISSOLUTION OF THE HOMEOWNER'S ASSOCIATION AND THAT IF DISSOLUTION OCCURS WITHOUT SUCH APPROVAL THEN THE CITY OF APOPKA MAY CONTINUE TO LEVY AND COLLECT ASSESSMENTS AND IMPOSE LIENS WITH RESPECT THERE TO NOT WITH STANDING THE DISSOLUTION OF THE HOMEOWNER'S ASSOCIATION.
29. THE DECLARATION SHALL SPECIFICALLY PROVIDE THAT NO PROPERTY OWNED BY THE CITY OF APOPKA OR ANY OTHER GOVERNMENTAL ENTITY WITHIN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENTS LEVIED BY THE HOMEOWNER'S ASSOCIATION.
30. TRACT 'E' (LIFT STATION) SHALL BE CONVEYED TO CITY OF APOPKA BY WARRANTY DEED FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES PRIOR TO OR AT TIME OF PLATTING. THE FACILITIES SHALL BE SCREENED WITH LANDSCAPING. THE WALL SHALL BE PER THE DETAILS. ALL LANDSCAPING AROUND THE LIFT STATION SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
31. ALL EXISTING STRUCTURES (INCLUDING POWER LINES, AGRICULTURAL FACILITIES, ETC.) AS WELL AS EXISTING UTILITY EASEMENTS AND ACCESS EASEMENTS, WILL BE REMOVED AND/OR TERMINATED PRIOR TO OR DURING CONSTRUCTION OF THE DEVELOPMENT REPLACING THOSE USES.
32. ALL LOTS SHALL HAVE A MINIMUM OF A 2-CAR GARAGE.
33. WARNING SIGNS (E.G. STOP, SPEED LIMIT, CHILDREN AT PLAY) SHALL BE PLACED THROUGHOUT THE SITE AS REQUIRED BY THE CITY OF APOPKA.
34. EXISTING STRUCTURES HAVING FOUNDATIONS, SEPTIC TANKS AND DRAIN FIELD AREAS, AND WELLS SHALL BE PROPERLY ABANDONED PRIOR TO OR DURING CONSTRUCTION. ALL WELLS DISCOVERED ON THE PROPERTY WELLS DISCOVERED ON THE PROPERTY SHOULD BE PROPERLY ABANDONED BY A LICENSED WATER WELL DRILLER, IN ACCORDANCE WITH THE FDP (F.A.C. CHAPTER 62-550.315 (C)) AND SJRWMD REQUIREMENTS.

WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY CITY OF APOPKA THE WATER DISTRIBUTION SYSTEMS AND WASTEWATER COLLECTION SYSTEM SHOWN ON THESE PLANS SHALL BE INSTALLED BY THE CONTRACTOR AND SHALL CONFORM TO CITY OF APOPKA STANDARDS.

2. ALL CONSTRUCTION OTHER THAN THE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS TO CONFORM WITH THE CITY OF APOPKA STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE WAIVED BY THE CITY OF APOPKA

3. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE THE NECESSARY RIGHT-OF-WAY PERMIT(S) AND PROVIDE FOR THE SAFETY AND CONTROL OF LOCAL TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE 24 HOUR NOTICE OF ANY LANE CLOSURES. ADDITIONAL INFORMATION MAY BE REQUIRED IF LANE CLOSURE DURATION'S ARE LONGER THEN DAYTIME OPERATIONS.

4. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN-HAND BEFORE BEGINNING ANY CONSTRUCTION.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING (HORIZONTALLY & VERTICALLY) ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISTRIBUTION SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. CALL 1-800-432-4770 TO HAVE EXISTING UTILITIES LOCATED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

6. THE LOCATIONS OF ALL EXISTING UTILITIES, STORM DRAINAGE SYSTEMS, AND TOPOGRAPHIC FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR INACCURACY. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR SHALL HALT CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA AND SCHEDULES, AND FOR SIGNING SAID INSPECTIONS.

8. ALL DISTURBED AREAS NOT DESIGNED TO BE LANDSCAPED OR SODDED SHALL BE SEEDED AND MULCHED AS DIRECTED BY THE ENGINEER.

9. THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE, OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE, OR PART OF A STRUCTURE WHICH IS LOCATED OUTSIDE THE LINES, GRADES, OR GRADING SECTIONS ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATION OR REMOVAL IS PROVIDED FOR IN THE CONTRACT, PLANS, OR SPECIFICATIONS.

10. ALL WORK AND ALL MATERIALS FURNISHED SHALL CONFORM WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT, PLANS OR SPECIFICATIONS.

11. THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS (BOOKLET DATED JANUARY 1994) IS TO BE USED FOR DRAINAGE STRUCTURES. STATION OFFSETS ARE TO THE CENTERLINE OF THE INLET OR MANHOLE TOP.

12. UTILITY CROSSINGS;

12.A. NEW OR RELOCATED WATER MAINS THAT CROSS ANY EXISTING OR PROPOSED GRAVITY OR VACUUM TYPE SANITARY SYSTEM OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE. AND NEW OR RELOCATED WATER MAINS THAT CROSS ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWERS, WASTEWATER OR STORMWATER FORCEMAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.

12.B. AT THE UTILITY CROSSINGS DESCRIBED IN A., ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3' FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCEMAINS, OR PIPELINES CONVEYING RECLAIMED WATER, AND AT LEAST 6' FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCEMAINS, OR PIPELINES CONVEYING RECLAIMED WATER.

12.C. WATER MAIN HORIZONTAL SEPARATION FROM STORM SEWER, STORMWATER FORCE MAIN, & RECLAIMED WATER MAIN: 3' FROM OUTSIDE OF PIPES.

12.D. WATER MAIN HORIZONTAL SEPARATION FROM WASTEWATER FORCE MAIN: 6' FROM OUTSIDE OF PIPES.

12.E. WATER MAIN HORIZONTAL SEPARATION FROM GRAVITY SANITARY SEWER: 6' FROM OUTSIDE OF PIPES OR 3' FROM OUTSIDE OF PIPES IF WATER MAIN IS AT LEAST 6" ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.

12.F. SANITARY SEWER SEPARATION FROM RECLAIMED WATER: 3' HORIZONTAL FROM OUTSIDE OF PIPES AND 18" VERTICAL AT CROSSINGS.

12.G. SANITARY SEWER SEPARATION FROM STORM SEWER: 3' HORIZONTAL FROM OUTSIDE OF PIPES AND 18" VERTICAL AT CROSSINGS.

12.H. FORCE MAIN SEPARATION FROM SANITARY SEWER & RECLAIMED MAIN & STORM SEWER: 3' HORIZONTAL FROM OUTSIDE OF PIPES AND 6" VERTICAL AT CROSSINGS.

12.I. RECLAIMED WATER SEPARATION FROM STORM SEWER: 3' HORIZONTAL FROM OUTSIDE OF PIPES AND 6" VERTICAL AT CROSSINGS.

12.J. ALL WATER, SEWER AND RECLAIMED WATERMAINS ARE TO LIE IN RIGHTS-OF-WAY AND BE AT LEAST 3' FROM ALL PRIVATE PROPERTY LINES OR OTHER AREAS MAINTAINED BY THE HOA.

13. WATER MAINS

13.A. ALL PVC PIPE OF NOMINAL DIAMETER LESS THAN FOUR (4) INCHES WILL BE SDR 21 (200 PSI), SCH 40 OR SCH. 80. ALL PVC OF NOMINAL DIAMETER FOUR (4) THROUGH TWELVE (12) INCHES SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C900, LATEST EDITION. THE PVC PIPE SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 150 PSI AND SHALL HAVE A DIMENSION RATIO (DR) OF 18. PVC PIPE GREATER THAN TWELVE (12) INCHES WILL BE C905 AND HAVE APPROPRIATE (DR) DESIGNATION.

13.B. ALL DUCTILE IRON PIPE FOR WATER MAIN PIPE SIZES OF FOUR (4) THROUGH FIFTY (50) INCHES SHALL CONFORM TO ANSI/AWWA A21.51C/151. A MINIMUM OF PRESSURE CLASS 250 PIPE SHALL BE SUPPLIED FOR ALL SIZES OF PIPE UNLESS REQUIRED BY CITY OF APOPKA.

13.C. PVC PIPE SHALL HAVE INTEGRAL BELL PUSH ON TYPE JOINTS CONFORMING TO ASTM D3139.

13.D. ANY FITTINGS REQUIRED SHALL BE MECHANICAL JOINT DUCTILE IRON OR GRAY IRON CONFORMING TO ANSI/AWWA A21.10C/110, 250 PSI MINIMUM PRESSURE RATING, OR DUCTILE IRON COMPACT FITTINGS FOUR (4) THROUGH TWELVE (12) INCHES IN ACCORDANCE WITH ANSI/AWWA A21.53C/153.

13.E. ALL SERVICE LINES SHALL BE 1" OR 2" POLYETHYLENE TUBING CONFORMING TO SPECIFICATIONS IN AWWA C800 AND AWWA C901.

13.F. CORPORATION STOPS SHALL BE 1" OR 2" BRASS, EQUIPPED WITH CONNECTIONS COMPATIBLE WITH THE POLYETHYLENE TUBING AND THREADED IN ACCORDANCE WITH SPECIFICATIONS IN AWWA C800 AND AWWA C901. CURB STOPS SHALL BE SIZED TO MATCH THE METER SIZE AND CONFORM TO THE SPECIFICATIONS IN AWWA C800 AND AWWA C901.

13.G. FITTINGS SHALL BE BRASS, CAST AND MACHINED IN ACCORDANCE WITH SPECIFICATIONS IN AWWA C800 AND AWWA C901, WITH COMPATIBLE POLYETHYLENE TUBING CONNECTIONS.

13.H. WHERE DUCTILE IRON PIPE IS REQUIRED FOR WATER MAINS, IT SHALL CONFORM TO ANSI/AWWA A21.51C/151. A MINIMUM THICKNESS OF PRESSURE CLASS 250 PER ANSI/AWWA SHALL BE SUPPLIED.

13.I. ALL WATER MAIN FITTINGS, VALVES, RESTRAINTS, COUPLINGS, PIPE, AND IN GENERAL, THOSE MATERIALS REQUIRED FOR INSTALLING THE WATER SUPPLY SYSTEM, SHALL COMPLY WITH MINIMUM MATERIAL STANDARDS, RATINGS AND CLASSIFICATIONS ESTABLISHED BY CITY OF APOPKA.

13.J. INSTALL VALVE BOXES WITH ALL VALVES. VALVE BOXES UNDER THE PAVEMENT SHALL HAVE TRAFFIC BEARINGS COVERS.

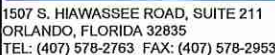
13.K. ALL PVC PIPE MUST BEAR THE NSF LOGO FOR POTABLE WATER USE.

13.L. ALL TESTING SHALL BE IN ACCORDANCE WITH AWWA C800 OR M23 AS APPLICABLE.

13.M. ALL WATER MAINS AND APPURTENANCES SHALL CONFORM WITH AWWA SPECS. AND STANDARDS.

13.N. BACTERIOLOGICAL SAMPLE POINTS ARE TO BE PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL

- PROTECTION WATER DISTRIBUTION SYSTEM PERMIT CONDITIONS.
- 13.0. THE WATER DISTRIBUTION SYSTEM IS SHOWN GRAPHICALLY ON THE CONSTRUCTION IT IS THE CONTRACTORS RESPONSIBILITY TO FURNISH AND INSTALL ALL NECESSARY FITTINGS TO PROVIDE A COMPLETE AND OPERABLE SYSTEM.
- 13.P. "DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651 - "DISINFECTING WATER MAINS".
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THE SOIL ENGINEER'S REPORT FOR THIS PROJECT FROM TERRA-MAX ENGINEERING, INC. (TME) AND MEET THE SOIL ENGINEER'S REQUIREMENTS FOR SOIL PREPARATION ON THE SITE. CONTRACTOR'S SOILS ENGINEER SHALL CERTIFY ALL SITE, UTILITY, AND ROADWAY COMPACTION AND PAVEMENT CONSTRUCTION TO TME. GEOTECHNICAL RECOMMENDATIONS ARE NOT THE RESPONSIBILITY OF TME. TME HAS RELIED ON THE REFERENCED GEOTECHNICAL REPORT IN THE PREPARATION OF THESE PLANS. ANY CONFLICT BETWEEN INFORMATION WITHIN THE REPORT AND THESE PLANS SHALL BE REPORTED TO THE ENGINEER/OWNER. THE ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, COMPLETENESS OR ACCURACY OF THE GEOTECHNICAL INFORMATION. WHEN THE PLANS AND/OR SPECIFICATIONS CONTAIN THE RESULTS OF A SOILS SURVEY, THE CONTRACTOR SHALL NOT CONSTRUCT SUCH DATA AS A GUARANTEE OF THE DEPTH, EXTENT OF CHARACTER OF MATERIAL PRESENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ANY NECESSARY EXAMINATION OF THE SITE AND OF ANY MATERIAL SOURCES INDICATED IN THE PLANS TO INFORM HIMSELF OF THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED.
15. ALL REINFORCED CONCRETE PIPE (R.C.P.) SHALL BE MINIMUM CLASS III.
16. SANITARY PIPE MATERIAL
- 16.A. PVC GRAVITY SEWER PIPE (4"-15") ASTM D3034, SDR 35, UNIFORM MINIMUM "PIPE STIFFNESS" AT FIVE (5) PERCENT DEFLECTION SHALL BE 46 PSI. THE JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET JOINTS MANUFACTURED IN ACCORDANCE WITH ASTM D3212 AND ASTM F477. APPLICABLE UNI-BELL PLASTIC PIPE ASSOCIATION STANDARD IS UNI-B-4. ALL PVC PIPE SHALL BEAR THE NSF-DWV THE MINIMUM STANDARD LENGTH OF THE PIPE SHALL BE THIRTEEN (13) FEET.
- 16.B. ALL PIPE SHALL HAVE A HOMING MARK ON THE SPIGOT PROVIDED BY THE MANUFACTURER. ON FIELD CUT PIPE, CONTRACTOR SHALL PROVIDE HOMING MARK ON THE SPIGOT IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL JOINTS ON THE CONCRETE PIPE SHALL HAVE MARKINGS INDICATING THE MINOR AXIS OF THE ELLIPTICAL REINFORCEMENT.
- 16.C. PVC SEWER PIPE JOINTS SHALL BE FLEXIBLE ELASTOMERIC SEALS PER ASTM D3212.
17. WASTEWATER FORCE MAINS
- 17.A. ALL PVC PIPE OF NOMINAL DIAMETER FOUR (4) THROUGH TWELVE (12) INCHES SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C900. THE PVC PIPE SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 100 PSI AND SHALL HAVE A DIMENSION RATIO (DR) OF 25. PVC PIPE GREATER THAN TWELVE (12) INCHES WILL BE AWWA STANDARD C905 AND HAVE AN APPROPRIATE (DR) RATING.
- 17.B. PVC PIPE SHALL BE INTEGRAL BELL END-ON-END JOINTS CONFORMING TO ASTM D3139. ALL DUCTILE IRON SHALL HAVE EPOXY COATINGS. JOINTS FOR DUCTILE IRON PIPE AND FITTINGS SHALL BE PUSH-ON OR MECHANICAL JOINTS CONFORMING TO ANSI/AWWA A21.11C/111, UNLESS OTHERWISE CALLED ON THE DRAWINGS. FLANGED JOINTS SHALL CONFORM TO ANSI STANDARD B16.1-125 LB. RESTRAINED JOINTS SHALL CONFORM TO SECTIONS 34.3 OR 34.4.
- 17.C. ALL FITTINGS SHALL BE MECHANICAL JOINT DUCTILE IRON OR GRAY IRON CONFORMING TO ANSI/AWWA A21.10C/110, 250 PSI MINIMUM PRESSURE RATING, OR DUCTILE IRON COMPACT FITTINGS FOUR (4) THROUGH TWELVE (12) INCHES IN ACCORDANCE WITH ANSI/AWWA A21.53C/153. ALL DUCTILE IRON SHALL HAVE EPOXY COATING.
18. REUSE WATER MAINS
- 18.A. ALL REUSE LINES TO CONFORM TO AWWA STANDARDS (DR18). FOR DESIGN, TESTING, COLOR AND LABELING, REUSE SYSTEM TYPE WILL BE LABELED AS SHOWN IN REUSE PIPE IDENTIFICATION DETAIL ON SHEET 51.
- 18.B. RECLAIMED WATER SERVICE SHALL BE PROVIDED BY THE CITY OF APOPKA. ORANGE COUNTY UTILITIES WILL NOT OPERATE OR MAINTAIN THE RECLAIMED WATER DISTRIBUTION SYSTEM OR SERVICES.
- 18.C. BECAUSE REUSE WATER IS AVAILABLE A DOUBLE CHECK VALVE ASSEMBLY SHALL BE PROVIDED AT THE HOUSE SIDE OF EACH POTABLE WATER METER.
- 18.D. WATER FOR IRRIGATION WILL BE PROVIDED THROUGH A MASTER JUMPER CONNECTION FROM THE POTABLE WATER TO THE REUSE WATER SYSTEM.
19. MINIMUM 3' OF COVER TO BE PROVIDED OVER GRAVITY SEWER MAINS, REUSE WATER MAINS FORCE MAINS, AND WATER MAINS.
20. THE CONTRACTOR IS TO MINIMIZE THE REMOVAL OF VEGETATION TO THE GREATEST EXTENT PRACTICAL.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS, RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.
22. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR THE DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.
23. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALL FOOTINGS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO FINAL INSTALLATION OF IMPROVEMENTS.
24. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY, AND SHALL ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.
25. PAVEMENT MARKING & SIGNAGE
- 25.A. THERMOPLASTIC TRAFFIC MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 711 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THERMOPLASTIC TRAFFIC MARKINGS SHALL NOT BE APPLIED TO ASPHALT PAVEMENTS WITHIN 30 DAYS OF THE PLACEMENT OF ASPHALT PAVEMENT.
- 25.B. STOP SIGNS TO BE PROVIDED AT ALL INTERSECTIONS PER FOOT INDEX NO. 600 & 17302.
- 25.C. FOR ALL SIGN DETAILS, REFER TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, (LATEST EDITION) (ANSI No. D6.1 - 1993).
26. ALL SIGNS TO BE SINGLE MOUNTED IN ACCORDANCE WITH FOOT INDEX NO. 11862 (70 MPH WIND LOADING) AND FOOT INDEX NO. 17302.
27. CONTRACTOR TO INSURE THAT DEFLECTOR SERVICE FOR LOTS WITH TYPE 'C' DRAPAGE.
27. ALL CONCRETE PIPE JOINTS TO BE WRAPPED WITH FILTER FABRIC IN ACCORDANCE WITH F.D.O.T. INDEX NO. 280.
28. SITE PREPARATION (PROVIDED BY SAFE ENGINEERING GEOTECHNICAL SPECIALISTS)
- 28.A. GENERAL: NORMAL SITE PREPARATION PROCEDURES INCLUDE CLEARING, STRIPPING AND GRUBBING TO REMOVE ANY RESIDUAL VEGETATION AND TOPSOIL, FOLLOWED BY COMPACTION FROM THE EXISTING GRADE AND COMPACTION OF ANY FILL SOILS NEEDED TO ACHIEVE FINAL GRADES WITHIN THE BUILDING AND ROADWAY AREAS.
- 28.B. ROADWAYS: WITH THE EXCEPTION OF THE SURFICIAL COVER AS DESCRIBED IN A., THE SHALLOW SUBGRADE SOIL IS SUITABLE FOR SUPPORT OF A FLEXIBLE OR SEMI-FLEXIBLE TYPE PAVEMENT SECTION. EITHER A LIME/CLAY OR SOIL-CEMENT BASE CAN BE USED. THE SUBGRADE SOIL PREPARATION SHALL BE COMPLETED IN ACCORDANCE WITH THE TYPE OF PAVEMENT SECTION USED AND SHOULD CONFORM TO APPLICABLE STANDARDS AND CODES.
- 28.C. RETENTION AREAS: THE MATERIALS EXCAVATED FROM THE RETENTION AREAS WILL LIKELY BE USED AS ON-SITE FILL, WITH THE EXCEPTION OF ANY TOPSOIL. ALL OF THE SUBSOIL ENCOUNTERED BY THE TEST BORINGS PERFORMED ON THE SITE IS SUITABLE FOR ON-SITE FILL SOIL.



No.	REVISIONS	DATE	BY
A	PER CITY COMMENTS	3/19/2019	MJB
A	PER CITY COMMENTS	4/29/2019	MJB
DRAWN J.A.A	CHECKED M.E.B	DATE 8/23/2018	SCALE AS SHOWN
JOB NO. CUL-01-003			
#PROJECT TITLE			
HAMMOCK AT ROCK SPRINGS 2600 ROCK SPRINGS ROAD APOPAKA, FLORIDA COUNTY, FLORIDA			
SEAL MOMTAZ BARQ, P.E.  PE #49024 Terra-Max Engineering COA #26002			
DRAWING TITLE		DRAWING NO.	
GENERAL NOTES		C2.0	

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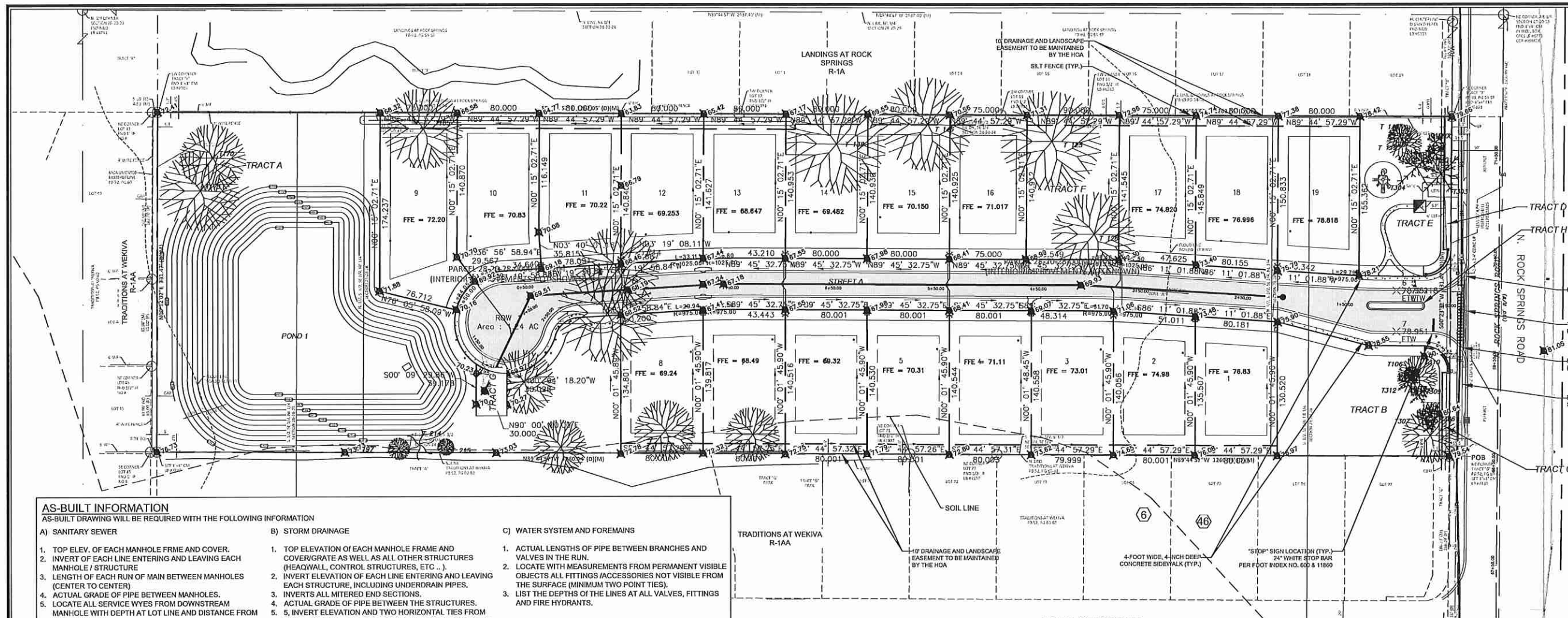


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ORLANDO, FLORIDA 32835
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0 50 100 Feet



AS-BUILT INFORMATION

AS-BUILT DRAWING WILL BE REQUIRED WITH THE FOLLOWING INFORMATION

A) SANITARY SEWER

1. TOP ELEV. OF EACH MANHOLE FRAME AND COVER.
2. INVERT OF EACH LINE ENTERING AND LEAVING EACH MANHOLE / STRUCTURE
3. LENGTH OF EACH RUN OF MAIN BETWEEN MANHOLES (CENTER TO CENTER)
4. ACTUAL GRADE OF PIPE BETWEEN MANHOLES.
5. LOCATE ALL SERVICE WYES FROM DOWNSTREAM MANHOLE WITH DEPTH AT LOT LINE AND DISTANCE FROM THE MAIN LINE
6. LOCATE WITH MEASUREMENTS FROM PERMANENT VISIBLE OBJECTS FITTING (ACCESSORIES) NOT VISIBLE FROM THE SURFACE (MINIMUM TWO POINT TIES)

B) STORM DRAINAGE

1. TOP ELEVATION OF EACH MANHOLE FRAME AND COVER/GRATE AS WELL AS ALL OTHER STRUCTURES (HEADWALL, CONTROL STRUCTURES, ETC.).
2. INVERT ELEVATION OF EACH LINE ENTERING AND LEAVING EACH STRUCTURE, INCLUDING UNDERDRAIN PIPES.
3. INVERTS ALL MITERED END SECTIONS.
4. ACTUAL GRADE OF PIPE BETWEEN THE STRUCTURES.
5. INVERT ELEVATION AND TWO HORIZONTAL TIES FROM PERMANENT VISIBLE OBJECTS TO ALL STORM STUB-OUTS.

C) WATER SYSTEM AND FOREMANS

1. ACTUAL LENGTHS OF PIPE BETWEEN BRANCHES AND VALVES IN THE RUN.
2. LOCATE WITH MEASUREMENTS FROM PERMANENT VISIBLE OBJECTS ALL FITTINGS (ACCESSORIES) NOT VISIBLE FROM THE SURFACE (MINIMUM TWO POINT TIES).
3. LIST THE DEPTHS OF THE LINES AT ALL VALVES, FITTINGS AND FIRE HYDRANTS.

PROJECT DATA

1. SCOPE OF PROJECT
SINGLE FAMILY SUBDIVISION CONSISTING OF 19 LOTS

2. SITE DATA	
TOTAL ACRES OWNED =	9.63 ACRES
WETLAND AREA =	0.00 ACRES
LAKE SURFACE AREA =	0.00 ACRES
TOTAL UPLAND AREA =	9.63 ACRES
FUTURE LAND USE	RESIDENTIAL LOW SUBURBAN (0 - 3.5 DU/AC)
NET DENSITY =	1.97 DU/AC (19 DU/9.63 AC)
EXISTING ZONING =	A-1
PROPOSED ZONING =	PUD
PROPOSED LAND USE =	SINGLE FAMILY RESIDENTIAL
TYPICAL LOT SIZE =	80' X 140'
MINIMUM LOT WIDTH =	75'
MINIMUM SITE AREA =	10,000 SF
MINIMUM LIVING AREA =	2,200 SF
COMMENTS ZONING =	R-1A

3. PERVIOUS AND IMPERVIOUS AREAS

TOTAL UPLAND AREA =		9.63 ac.
LAND USE	AREA (AC.)	% OF UPLAND AREA
BLDGs + DRIVEWAYS	1.99	
PAVEMENT/POOLS/SIDEWALK	0.08	
WET POND (NHWL)	0.00	
TOTAL IMPERVIOUS	2.07	31%
WETLAND BUFFER	0.00	
GREENLANDSCAPED AREA	6.66	
TOTAL PERVIOUS	6.66	69%
TOTAL	9.63	100%

4. OPEN SPACE CALCULATION

TOTAL LAND OWNED =	9.63 ac	or	3.37 ac
OPEN SPACE REQUIRED =	35%		
USE	AREA (AC.)	INCLUDE	Comments
WET POND	0.00	-	N/A
WET POND	1.06	1.06	
WETLAND BUFFER	0.00	-	N/A
WETLAND AREA	0.00	-	N/A
GREENLANDSCAPED AREA	2.31	2.31	
NATURAL LAKE	0.00	-	N/A
HARDSCAPE/POOL/DECK	0.00	-	N/A
TOTAL OPEN SPACE PROVIDED	3.37	AC	

5. ACCESS: ROCK SPRINGS ROAD

6. BUILDING SETBACKS

FRONT:	25'
REAR:	20'
SIDE:	10'
FRONT GARAGE:	30'
NHW (WATER BODIES)	N/A
WETLAND LINE	N/A

7. WATER & WASTEWATER GENERATION

LAND USE	UNITS	AMOUNT	WATER (GPD)	WASTE WATER (GPD)
SINGLE FAMILY	DU	19	5,700.00	5,700.00
TOTAL AVERAGE DAILY FLOW (gpm)			5,700.00	5,700.00

8. UTILITY PROVIDERS:

POTABLE WATER	APOPKA UTILITIES
WASTEWATER	APOPKA UTILITIES
RECLAIM WATER	APOPKA UTILITIES
ELECTRICAL	DUKE ENERGY

9. FIRE FLOW:

FIRE HYDRANTS WILL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF NFPA 1, 2015 EDITION

10. SCHOOL AGE POPULATION:

19 DU X 0.417 STUDENTS/DU = 8 STUDENTS

11. PARKS/RECREATION:

RECREATION AREA TO BE PROVIDED FOR THE RESIDENTS OF THE OAKS AT ROCK SPRINGS COMMUNITY. RECREATION AMENITIES TO BE PROVIDED SHALL INCLUDE A TRASH RECEPTACLE AND PICNIC TABLE.

12. STORMWATER MANAGEMENT:

STORMWATER MANAGEMENT WILL BE PROVIDED BY AN ON-SITE DRY RETENTION POND. STORMWATER FACILITIES SHALL BE DESIGNED AND PERMITTED IN ACCORDANCE WITH CITY OF APOPKA AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS.

13. EXISTING VEGETATION:

GRASS, OAK, PALM, AND PINE TREES SPECIMEN TREES TO BE PRESERVED WHEN POSSIBLE

14. SOILS:

8 - CANDLER-APOPKA FINE SANDS, 5 TO 12 PERCENT SLOPES
47 - TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES
47 - TAVARES-MILKPOPPER COMPLEX, 0 TO 5 PERCENT SLOPES

15. PARKING CALCULATIONS:

PARKING REQUIRED: RESIDENTIAL DWELLING UNITS SHALL PROVIDE 2 CAR GARAGE (MIN) PER DU

16. SIGNAGE:

POLE SIGNS AND BILLBOARDS SHALL BE PROHIBITED. GROUND AND FASCIA SIGNS SHALL COMPLY WITH CITY OF APOPKA ARTICLE 8 SIGNS

17. BOAT ACCESS:

N/A

18. EXTERIOR LIGHTING:

DECORATIVE STREET LIGHTING TO BE PROVIDED PER THE CITY OF APOPKA DEVELOPMENT DESIGN GUIDELINES. SPECIFIC STREET LIGHTING FIXTURES TO BE COORDINATED WITH CITY OF APOPKA STAFF AND DUKE ENERGY.

19. PHASING:

SINGLE PHASE CONSTRUCTION

20. ADJACENT FUTURE LAND USE:

NORTH: RESIDENTIAL LOW SUBURBAN
SOUTH: RESIDENTIAL LOW SUBURBAN
EAST: ORANGE COUNTY RURAL
WEST: RESIDENTIAL LOW SUBURBAN

21. BUILDING HEIGHT:

PROPOSED: 28 FEET
MAX: 28 FEET

TRIP GENERATION

SINGLE FAMILY RESIDENTIAL (19 D.U.) 179 ADT (19 PM PEAK HOUR)

PROPOSED TRACTS TABLE

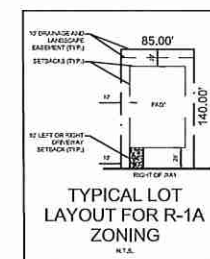
TRACT	DESCRIPTION	ACRES	OWNERSHIP/MAINTENANCE
A	RECREATIONAL / OPEN SPACE /	2.31	HOME OWNERS ASSOCIATION
B	RECREATIONAL / OPEN SPACE	0.41	HOME OWNERS ASSOCIATION
C	10-FOOT WIDE WALL TRACT	0.03	HOME OWNERS ASSOCIATION
D	10-FOOT WIDE WALL TRACT	0.04	HOME OWNERS ASSOCIATION
E	RECREATIONAL / OPEN SPACE	0.28	HOME OWNERS ASSOCIATION
F	RECREATIONAL / OPEN SPACE	0.29	HOME OWNERS ASSOCIATION
G	LIFT STATION	0.020	CITY OF APOPKA
H	MEDIAN/OPEN SPACE	0.01	HOME OWNERS ASSOCIATION

NOTES

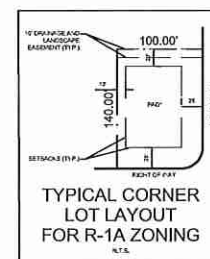
1. PROPOSED COVENANTS, CONDITIONS & RESTRICTIONS TO BE RECORDED AT TIME OF FINAL PLAN.
2. STORMWATER FACILITIES SHALL BE DESIGNED AND PERMITTED IN ACCORDANCE WITH CITY OF APOPKA AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS.
3. VEGETATION ALTERATION IS PROPOSED. SUBJECT TO FUTURE CONSTRUCTION PLAN APPROVAL.
4. LANDSCAPE CONSTRUCTION PLANS WILL BE PREPARED AND SUBMITTED WITH THE CONSTRUCTION PERMIT PROCESS. THE LANDSCAPE DESIGN WILL MEET THE REQUIREMENTS OF THE CITY OF APOPKA CODE.
5. TRAFFIC COUNT IS BASED ON ITS TRIP GENERATION MANUAL, 10TH ED.
6. ALL LIGHTING WILL BE OWNED AND MAINTAINED BY THE HOA AND/OR DUKE ENERGY.
7. THIS PROJECT PROPOSES TO BE DEVELOPED IN ONE PHASE.
8. FIRE HYDRANTS WILL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF NFPA 1, 2015 EDITION.

LDC DEVIATIONS

CODE	CODE REQUIREMENT	REQUEST	JUSTIFICATION
2.02.05(E)(2)	R-1A LOT WIDTH = 85 FEET	REDUCE MINIMUM LOT WIDTH REQUIREMENT FROM 85 FEET TO 75 FEET	LOTS IN THIS SUBDIVISION WERE CONFIGURED TO SAVE AS MANY LARGE TREES AS WELL AS COMPLY WITH THE OPEN SPACE REQUIREMENTS OF THE WETLAND AREA STUDY.
6.01.01(C)(2) 2.02.05(E)(2)	FLAG TYPE LOT NARROW WIDTH AT RIGHT OF WAY PERMITTED AT 40% OF MINIMUM WIDTH	REDUCE THE MINIMUM FLAG LOT WIDTH AT THE RIGHT OF WAY TO 34 FEET FROM 45 FEET ALLOWED	FLAG LOT (LOT 9) WAS CREATED AS A RESULT OF SAVING LARGE OAK TREES AND COMPLY WITH THE OPEN SPACE REQUIREMENTS OF THE WETLAND AREA STUDY
6.01.01(C)(4)	THE FRONT ELEVATION OF ANY HOME CONSTRUCTED ON A CUL-DE-SAC OR ON A CURVE SHALL BE NO MORE THAN A 30 DEGREE DEFLECTION FROM A LINE PERPENDICULAR TO A RADIAL LINE FROM THE CENTER OF THE CUL-DE-SAC OR THE RADIUS POINT OF THE CURVE THROUGH A MID-POINT OF THE LOT FRONTAGE	INCREASE DEGREE OF DEFLECTION TO 54 DEGREES	FLAG LOT (LOT 9) WAS CREATED AS A RESULT OF SAVING LARGE OAK TREES AND COMPLY WITH THE OPEN SPACE REQUIREMENTS OF THE WETLAND AREA STUDY
6.09.03(B)(1)(g)	COMMUNITIES WITH LOTS HAVING OVER 75 LINEAR FEET OF STREET FRONTAGE ARE REQUIRED TO HAVE AT LEAST 50 PERCENT OF THE RESIDENCES WITH SIDE-ENTRY OR COURTYARD-ENTRY GARAGES.	INCREASE TO LOTS HAVING OVER 80 LINEAR FEET OF STREET FRONTAGE.	THE SUBDIVISION HAS 75 AND 80 FOOT LOTS. 80 FOOT WIDE LOTS ARE NOT SUFFICIENTLY WIDE TO PROVIDE SIDE ENTRY GARAGES



TYPICAL LOT LAYOUT FOR R-1A ZONING



TYPICAL CORNER LOT LAYOUT FOR R-1A ZONING

TYPICAL LOT NOTES:

1. PADS ARE DESIGNED TO ACCOMMODATE 55'X 95' UNITS
2. DRIVEWAYS TO BE NO CLOSER THAN 5' TO THE ADJACENT LOT LINE
3. A FRONT-ENTRY GARAGE MUST BE SET BACK A MINIMUM OF 30 FEET FROM THE FRONT PROPERTY LINE

Parcel Table				
PARCEL NAME	Gross Area (SF)	Gross Area (AC)	Lot Width (FT)	Lot Width at ROW (FT)
1	10,641.07	0.24	80'	81.16'
2	11,035.74	0.25	80'	80.15'
3	11,239.60	0.26	80'	80'
4	11,244.19	0.26	80'	80'
5	11,242.56	0.26	80'	80'
6	11,241.88	0.26	80'	80'
7	11,232.41	0.26	80'	80'
8	10,998.54	0.25	80'	80.14'
9	14,140.15	0.32	75'	34.05'
10	12,417.72	0.29	80'	66.63'
11	11,901.92	0.27	80'	78.09'
12	11,511.22	0.26	80'	79.80'
13	11,284.88	0.26	80'	80.01'
14	11,275.68	0.26	80'	80'
15	11,274.58	0.26	80'	80'
16	10,568.92	0.24	75'	75'
17	10,766.80	0.25	75'	75.12'
18	11,867.29	0.27	80'	80.16'
19	12,261.54	0.28	80'	80.13'

SYMBOL	NAME
⊙	CANDLER - APOPKA FINE SANDS
⊗	TAVARES FINE SAND

No.	REVISIONS	DATE	BY
1	PER CITY COMMENTS	3/16/2019	NMB
2	PER CITY COMMENTS	4/29/2019	NMB
3			
4			
5			
6			
7			
8			
9			
10			
11			
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17			
18			
19			

HAMMOCK AT ROCK SPRINGS
2600 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

SEAL
MOMTAZ BARQ, P.E.



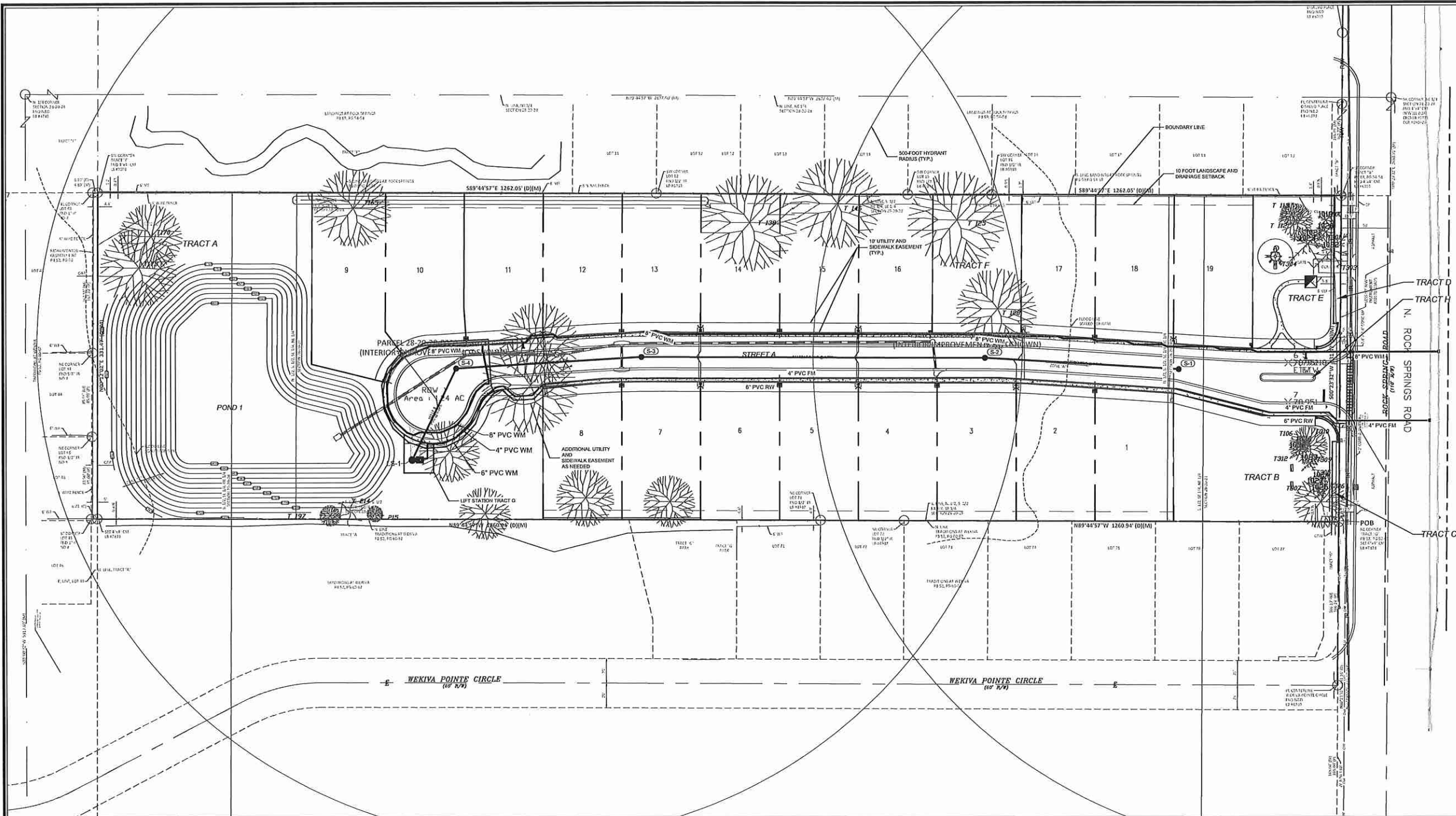
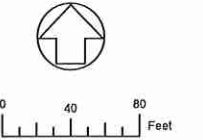
PE #49024
Terra-Max Engineering COA #26002

DRAWING TITLE: MASTER PLAN
DRAWING NO.: C3.0

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TERRA-MAX ENGINEERING, INC.
1507 S. HIAWASSEE ROAD, SUITE 211
ORLANDO, FLORIDA 32835
TEL: (407) 578-2763 FAX: (407) 578-2953



VERTICAL AND HORIZONTAL INFORMATION HEREON REFERS TO ORANGE COUNTY RECOVERED MONUMENT BENCHMARK 06-07-616-0, ALUMINUM DISK IN DRAIN COLLAR WITH AN ELEVATION OF 79.135 FEET, BASED ON NAVD88 OR NORTH AMERICAN VERTICAL DATUM OF 1988.

No.	REVISIONS	DATE	BY
1	PER CITY COMMENTS	3/18/2019	MMB
2	PER CITY COMMENTS	4/29/2019	MMB

DRAWN: J.A.A. CHECKED: M.M.B. DATE: 8/23/2018
JOB NO.: CUL-01-003 SCALE: AS SHOWN

PROJECT TITLE
HAMMOCK AT ROCK SPRINGS
2800 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

SEAL
MONTAZ BARQ, P.E.
No. 49024
04/12/19
FLORIDA
PROFESSIONAL ENGINEER
PE #49024
Terra-Max Engineering COA #26002

DRAWING TITLE: MASTER UTILITY PLAN
DRAWING NO.: C4.0

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NOTE 1:

FIRE HYDRANTS:

FIRE HYDRANTS WILL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF NFPA 1, 2015 EDITION

WASTEWATER AND RECLAIM WATER CONSTRUCTION:

ALL UTILITIES CONSTRUCTION CONNECTING TO THE CITY OF APOPKA SYSTEM SHALL CONFORM TO CITY OF APOPKA STANDARDS AND SPECIFICATIONS.

POTABLE WATER CONSTRUCTION:

ALL UTILITIES CONSTRUCTION CONNECTING TO THE CITY OF APOPKA SYSTEM SHALL CONFORM TO CITY OF APOPKA STANDARDS AND SPECIFICATIONS.

NOTE 2:

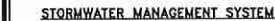
- ALL FIRE FDC PIPES SHALL BE C-800 DR14
- ALL POTABLE WATER PIPES SHALL BE PVC C-900
- SANITARY SEWER PIPES SHALL BE SDR-35
- ALL PIPES IN ORANGE COUNTY ROW SHALL REQUIRE INSULATED LOCATING WIRE
- ALL METERS 2" AND UNDER, AND 1" AND 2" SERVICES TO BE PROVIDED BY CITY OF APOPKA

GENERAL NOTES

- THE LOCATION OF ALL EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS IS NOT GUARANTEED. THEREFOR THE CONTRACTOR SHALL VERIFY THE LOCATION ALL UTILITIES IN THE FIELD.
- CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA BEFORE BEGINNING CONSTRUCTION AND SHALL HAVE ALL SERVICE LINES (ELECTRIC, WATER, RECLAIMED WATER, SANITARY SEWER AND FORCEMAIN, CABLE, TELEPHONE, FIBER OPTICS, ETC...) LOCATED AND FLAGGED PRIOR TO EXCAVATION.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL UTILITY LINES AND SERVICES DAMAGED DURING CONSTRUCTION INCLUDING IRRIGATION LINES AND SERVICES. THE APPROPRIATE UTILITY SHALL BE NOTIFIED OF ALL DAMAGED LINE PRIOR TO REPAIR. ALL NECESSARY REPAIRS SHALL BE PERFORMED IMMEDIATELY.
- ALL FIRE HYDRANTS SHALL BE LOCATED 5'-7' BEHIND THE BACK OF CURB AND SHALL INCLUDE A GATE VALVE.
- POTABLE AND RECLAIMED WATER MAINS SHALL BE LOCATED THREE (3) FEET BEHIND THE BACK OF CURB. AT INLET LOCATIONS, THE WATER MAIN SHALL BE GRADUALLY DEFLECTED AROUND INLET TO PROVIDE THREE (3) FEET MINIMUM SEPARATION.
- WATER AND SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA LAND DEVELOPMENT CODE AND SPECIFICATIONS.
- CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ANY REQUIRED IRRIGATION SLEEVES WITH THE LANDSCAPE ARCHITECT AS NEEDED.
- ROCK SPRINGS ROAD IS AN ORANGE COUNTY ROAD / RIGHT OF WAY. CONTRACTOR TO OBTAIN PERMITS FROM ORANGE COUNTY PUBLIC WORKS FOR ANY WORK WITHIN THE COUNTY RIGHT OF WAY.

IRRIGATION CALCULATIONS

PERVIOUS AREAS	304,195 SF	1" OF WATERWEEK	189,823 GALS.
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1. THE ENTITY THAT WILL OWN, OPERATE, AND MAINTAIN THE STORM SEWER SHOWN ON THESE PLANS DURING CONSTRUCTION IS CONSTRUCTIVE USA, LLC, THE CONTRACTOR SHALL BE EXPECTED TO MEET ALL THE REQUIREMENTS OF THE PERMITS OBTAINED.
2. THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HUMAN AND ENVIRONMENTAL QUANTITIES. THERE IS NO INDICATION THAT EARTHWORK BALANCES AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY TESTING TO ASSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE, AND ALL OTHER VULNERABLE AREAS OF THE PROJECT. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH TESTING AND SHALL PROVIDE THE OWNER AND THE ENGINEER WITH COPIES OF THE CERTIFICATION OF COMPACTION FROM THE TESTING COMPANY.
4. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE DEPTH OF EXISTING ORGANIC SOIL PEAT AREAS, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFF-SITE AND MATERIALS TO BE DISPOSED OF OFF-SITE, ALL OF WHICH WILL AFFECT HIS PRICING. ANY DISCOVERY OF UNCONVEYED OR UNDISCLOSED EXISTING CONDITIONS, SUCH AS THE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION SHALL BE PRIOR TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFF-SITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EXISTING SITE CONDITIONS OF SOIL PRIOR TO N.T.P. TO DETERMINE IF ANY OFF-SITE MATERIALS WILL NEED TO BE IMPORTED TO ACHIEVE THE GRADES SPECIFIED ON THE PLANS.
6. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER WHEN ALL WORK IS LAID OUT (SURVEY STAKED), SO THAT A DETERMINATION MAY BE MADE OF SPECIFIC TREES TO BE REMOVED. A TREE REMOVAL PERMIT IS REQUIRED TO BE OBTAINED BY THE CONTRACTOR.
7. ALL FILL MATERIALS SHALL BE FREE OF MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH, OR OTHER UNSUITABLE MATERIAL.
8. ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AS SPECIFIED IN INVESTIGATIONS AS SPECIFIED BY THE OWNER. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USEABLE (NONORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE.
9. FILL MATERIALS PLACED UNDER ROADWAYS SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-99. FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. REFER TO SOILS REPORT FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND THE OWNER WITH ALL PASSING AND FAILING TEST RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL.

10. GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS. SMOOTH TRANSITIONS SHALL BE PROVIDED TO ALL CONTIGUOUS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER A MINIMUM OF FORTY-EIGHT(48) HOURS PRIOR TO THE DECOMMISSIONING OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.
11. REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III WITH RUBBER GASKET JOINTS. RCP SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 941. RUBBER GASKETS SHALL CONFORM TO SECTION 942.
12. ALL OTHER RELATED ITEMS REQUIRED FOR THE CONSTRUCTION OF THE STORM SEWER (OUTFALL PROTECTION, POLLUTION CONTROL, ETC.) ARE TO BE IN ACCORDANCE WITH DETAILS SHOWN ON THE CONSTRUCTION PLANS. FAST ROADWAY AND TRAFFIC DESIGN STANDARDS, AND FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (LATEST EDITION).
13. ALL PIPE CALL OUTS ARE MEASURED CENTERLINE TO CENTERLINE FOR MANHOLES AND INLETS.
14. ALL ON-SITE AREAS DISTURBED BY THE CONSTRUCTION SHALL BE STABILIZED WITH A SEED AND MULCH MIXTURE UNLESS OTHERWISE NOTED.
15. ALL OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE SOODED WITH BAHIA.
16. FINISHED FLOOR ELEVATIONS ARE 6" ABOVE SOD AT SLAB ON ALL SIDES.
17. MINIMUM GRADE OF SOODED AREA TO BE 1%.
18. COORDINATE WITH LANDSCAPE CONTRACTOR TO ASSURE POND(S) ARE SOODED TO PREVENT SCOURING.
19. F.D.O.T. INDEX NO. 102 AND 103 SHALL BE USED FOR EROSION AND SEDIMENT CONTROL.
20. TOPOGRAPHIC DATA IS BASED ON SURVEY PREPARED BY VISION LAND SERVICE, LLC. BOUNDARY DATA IS BASED ON SURVEY PREPARED BY VISION LAND SERVICE, LLC.
21. ALL GEOTECHNICAL REPORTS ARE CONSIDERED TO BE PART OF THESE PLANS. THE CONTRACTOR SHALL OBTAIN ANY AND ALL GEOTECHNICAL REPORTS AND CONSTRUCT ACCORDING TO THE RECOMMENDATION AND REQUIREMENTS SET FORTH IN SAID REPORTS. ANY CONFLICTS BETWEEN THE GEOTECHNICAL REPORTS AND THE ENGINEERING PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION ACTIVITIES. PLEASE FAMILIARIZE WITH THE GEOTECHNICAL REPORT PREPARED BY SCIENTIFIC APPLICATIONS IN FORENSIC ENGINEERING, LLC (S.A.F.E., LLC) AND DATED SEPTEMBER 18, 2018.
22. THE ROADS AND THE PONDS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STRICT RECOMMENDATIONS SET IN THE GEOTECHNICAL REPORT.
23. SITE GRADING, PAVING, AND DRAINAGE MATERIALS AND CONSTRUCTION SHALL CONFORM TO GRADE COUNTY AND SURWOD DEVELOPMENT STANDARDS AND SPECIFICATIONS.
24. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
25. THE STORWATER POND SIDE SLOPES SHALL BE CONSTRUCTED DURING THE EARLY STAGES OF CONSTRUCTION. SIDE SLOPES SHALL BE SOODED AND THE BOTTOM SEEDED. THESE AREAS SHOULD HAVE VEGETATION ADDED AS SOON AS FEASIBLE.

PAYING & DRAINAGE NOTES:

25. SIDEWALKS ARE TO BE CONSTRUCTED THE LENGTH OF FRONTAGE FOR TRACTS.
26. THE MINIMUM GRADE FOR THE SUBDIVISION STREETS WITH CURB SHALL BE TWENTY-FOUR HUNDREDTHS (.24%) PERCENT.
27. WHERE BERMS ARE PROPOSED, THE DESIGN SHALL BE CERTIFIED BY THE GEOTECHNICAL ENGINEER.
28. ALL ENVIRONMENTAL SWALES WILL BE OWNED AND MAINTAINED BY THE INDIVIDUAL LOT OWNER AND WILL BE CONSTRUCTED WITH THE INFRASTRUCTURE.
29. AN EROSION CONTROL PLAN IS BEING SUBMITTED AND WILL BE APPROVED BY THE COUNTY ENGINEER.
30. THE SIDEWALK AND APRON IN FRONT OF THE DETENTION PONDS & LIFTSTATION ARE 6" THICK AS SHOWN ON PLANS.

GENERAL NOTES

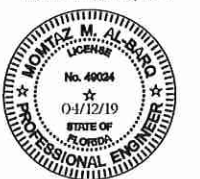
1. ALL DEBRIS CREATED BY CLEARING WILL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
2. ANY EXCESS FILL MATERIAL GENERATED WILL BE PLACED ON SITE AT THE DIRECTION OF THE OWNER OR HIS REPRESENTATIVE.
3. PLACEMENT OF ALL ROADWAY SIGNS AND STRIPING (THERMOPLASTIC) SHALL CONFORM WITH M.U.T.C.D. STANDARDS.
4. EXISTING TOP SHOWN ON THIS PLAN HAS BEEN FIELD VERIFIED, CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.
5. SUBDIVISION'S INTERNAL ROADWAYS SHALL BE PUBLIC, ALL SIDEWALKS, STORM DRAINAGE AND PAVEMENT SHALL BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.
6. CONTRACTOR SHALL GRADE OPEN AREAS TO WITHIN 2" OF PROPOSED GRADE TO ACCEPT SODDING.
7. EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED. ADDITIONAL MEASURES SHALL BE UTILIZED AS NEEDED DEPENDENT UPON SITE CONDITIONS AND OPERATIONS.
8. DAILY INSPECTIONS OF EROSION CONTROL MEASURES SHALL BE MADE BY THE CONTRACTOR. WHEN NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY.
9. FINAL BUILDING PAD ELEVATIONS SHALL BE 6" LOWER THAN THE PROPOSED FINISHED FLOOR SHOWN ON THE PLAN.
10. CONTRACTOR SHALL PROVIDE 48-HOUR NOTIFICATION TO ADJACENT PROPERTY OWNERS PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES ADJACENT TO OTHER PROPERTIES.

No.	REVISIONS	DATE	BY
A	PER CITY COMMENTS	3/18/2019	MMB
A	PER CITY COMMENTS	4/29/2019	MMB
DRAWN J.A.A	CHECKED M.M.B	DATE 8/23/2018	SCALE AS SHOWN

HAMMOCK AT ROCK SPRINGS

2600 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

SEAL
MOMTAZ BARQ, P.E.



PE #49024
Terra-Max Engineering COA #26002

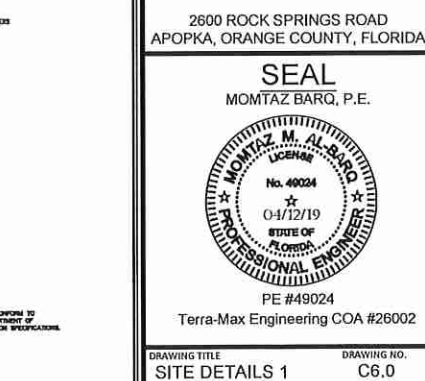
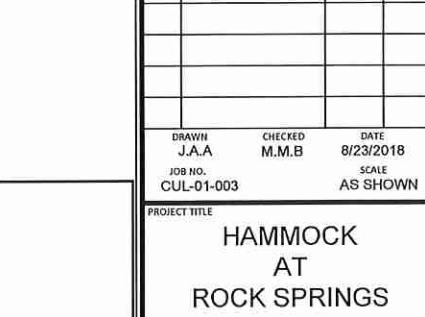
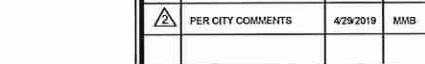
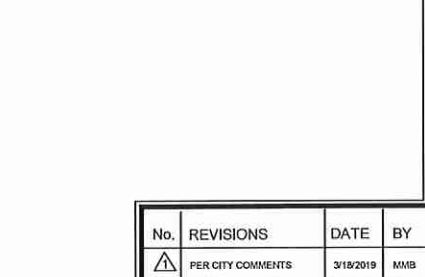
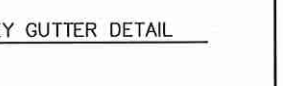
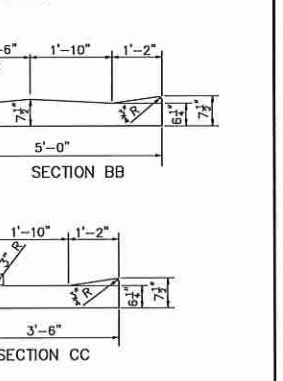
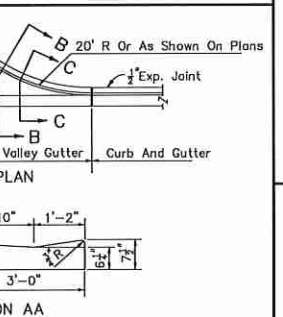
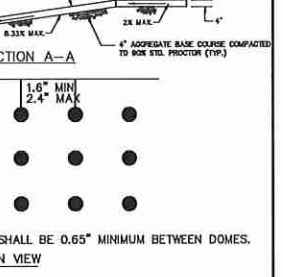
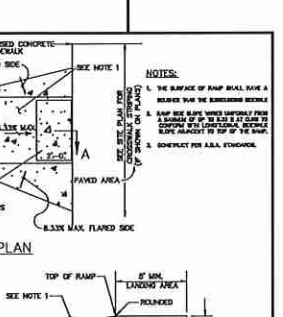
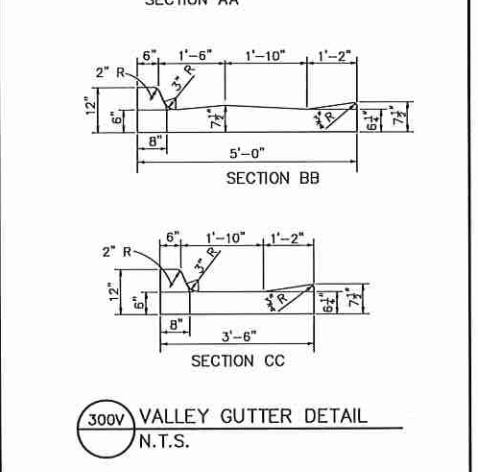
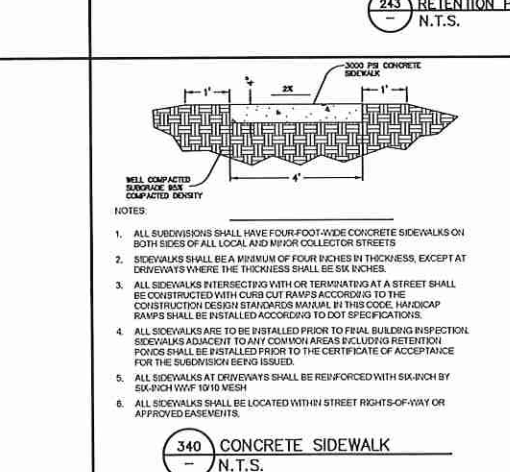
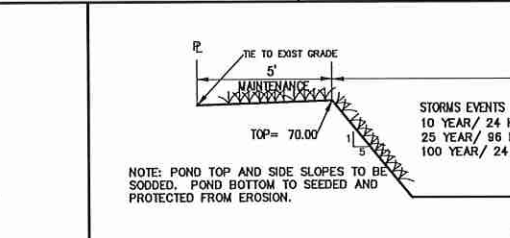
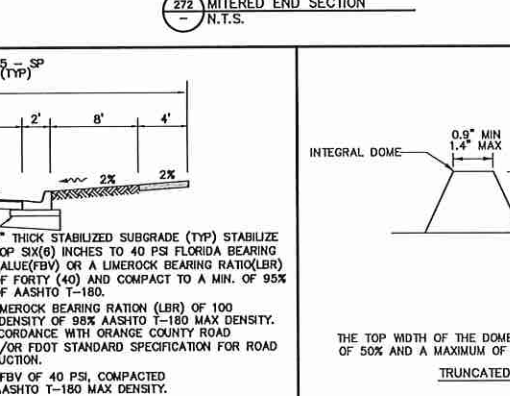
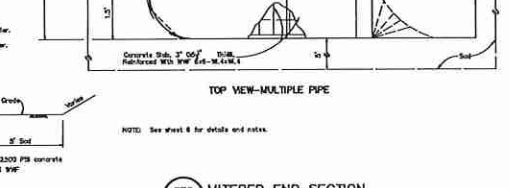
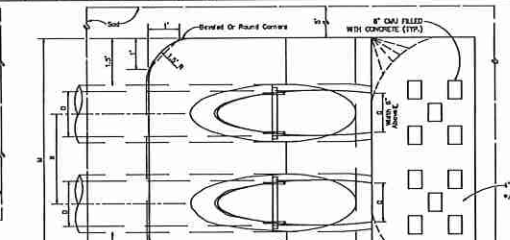
DRAWING TITLE	DRAWING NO.
MASTER DRAINAGE PLAN	C5.0

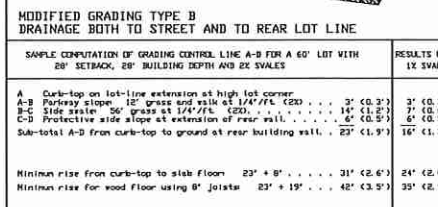
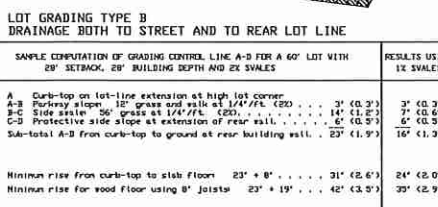
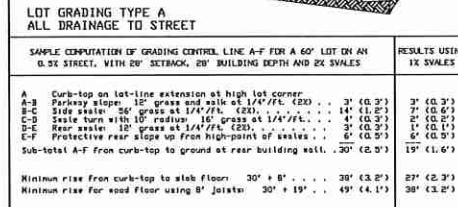
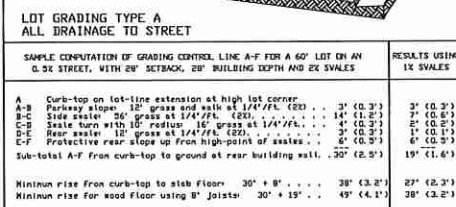
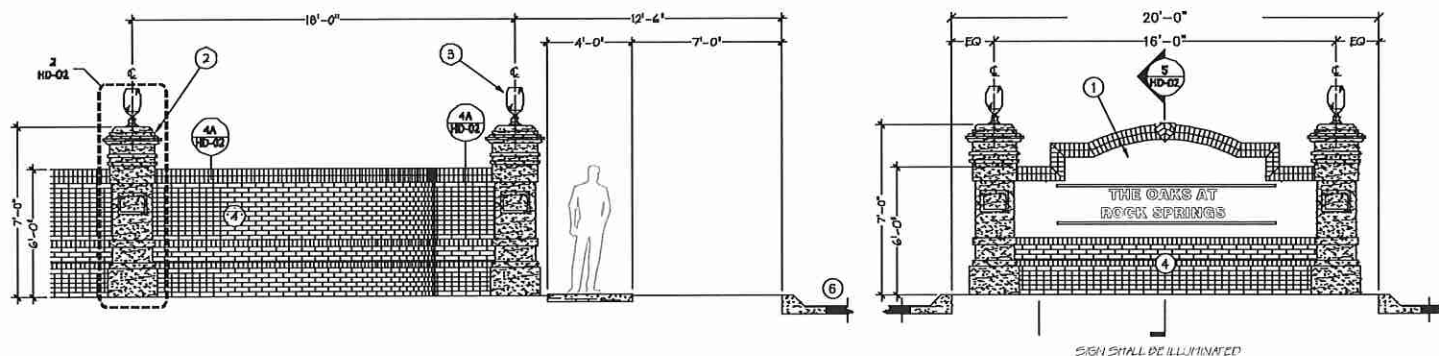
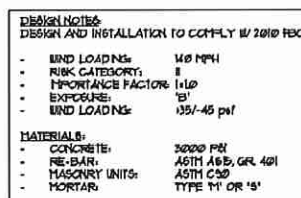
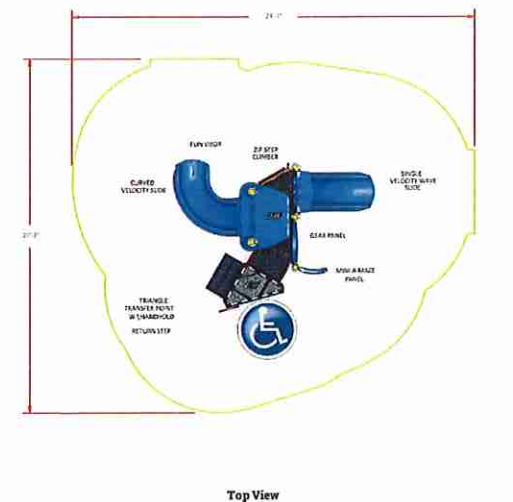
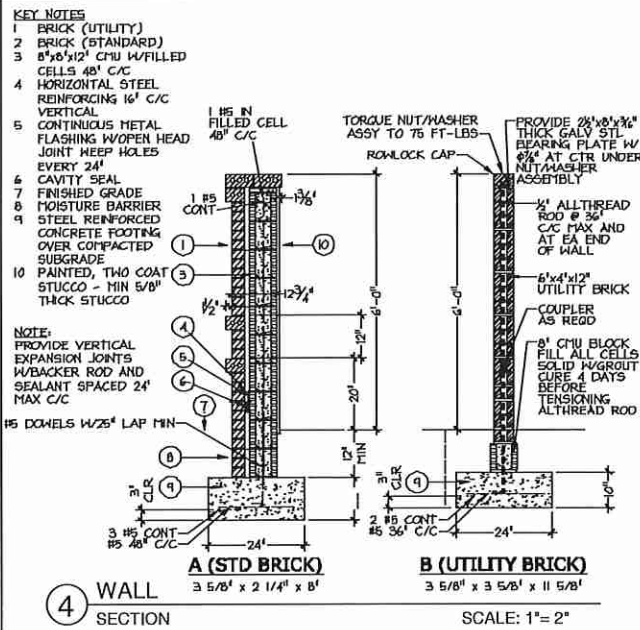
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■ See General Note No. 3.
 See Sheet 3 of 8 For 3" Thick Quantities

B E

A.S.P. A 8.25' Driveways permitted to allow use of 8" standard pipe
 O.D. of 10.10' Driveways permitted to allow use of 10" standard pipe
 A.O Concrete slab shall be designed to form bridge across rows of pipe. See section before.





No.	REVISIONS	DATE	BY
	PER CITY COMMENTS	3/18/2019	MMB
	PER CITY COMMENTS	4/29/2019	MMB

DRAWN J.A.A	CHECKED M.M.B	DATE 8/23/2018
JOB NO. CUL-01-003	SCALE AS SHOWN	

PROJECT TITLE

HAMMOCK
AT
ROCK SPRINGS

2600 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

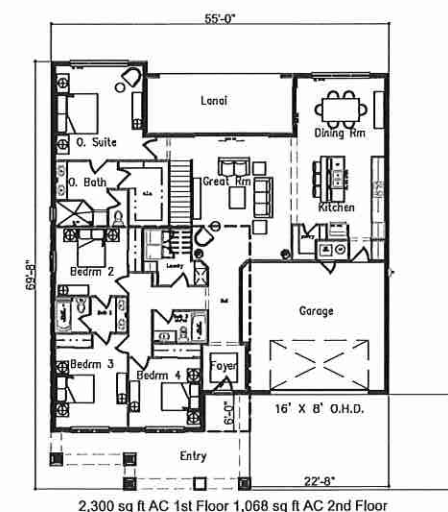
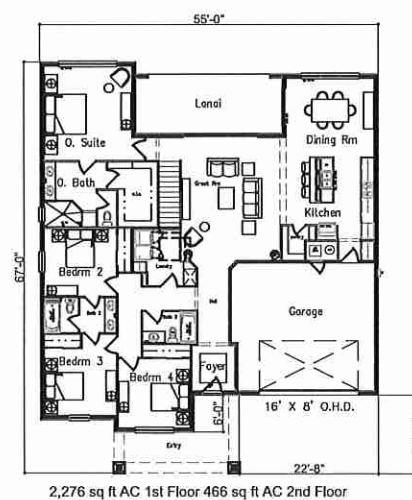
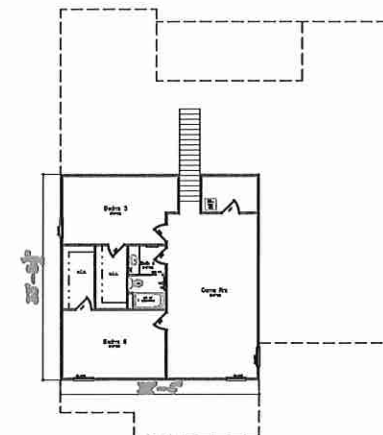
SEAL
MOMTAZ BARQ, P.E.



PE #490024
Terra-Max Engineering COA #26002

DRAWING TITLE	DRAWING NO.
SITE DETAILS 2	C6.1

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No.	REVISIONS	DATE	B'Y
	PER CITY COMMENTS	3/16/2019	MM
	PER CITY COMMENTS	4/29/2019	MM
DRAWN J.A.A	CHECKED M.M.B	DATE 8/23/2018	SCALE AS SHOWN

PROJECT TITLE

HAMMOCK
AT
ROCK SPRINGS

2600 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

SEAL
MOMTAZ BARQ, P.E.



PE #49024
Terra-Max Engineering COA #26002

DRAWING TITLE	DRAWING NO.
FLOOR PLANS AND ELEVATIONS	C7.0

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No.	REVISIONS	DATE	BY
	PER CITY COMMENTS	3/15/2019	MM
	PER CITY COMMENTS	4/29/2019	MM

DRAWN J.A.A	CHECKED M.M.B	DATE 8/23/2018
JOB NO. CUL-01-003	SCALE AS SHOWN	

PROJECT TITLE

HAMMOCK
AT
ROCK SPRINGS

2600 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

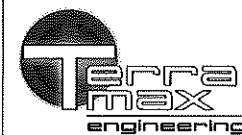
SEAL
MOMTAZ BARQ, P.E.



PE #49024
Terra-Max Engineering COA #26002

DRAWING TITLE	DRAWING NO.
RENDERINGS	C7.1

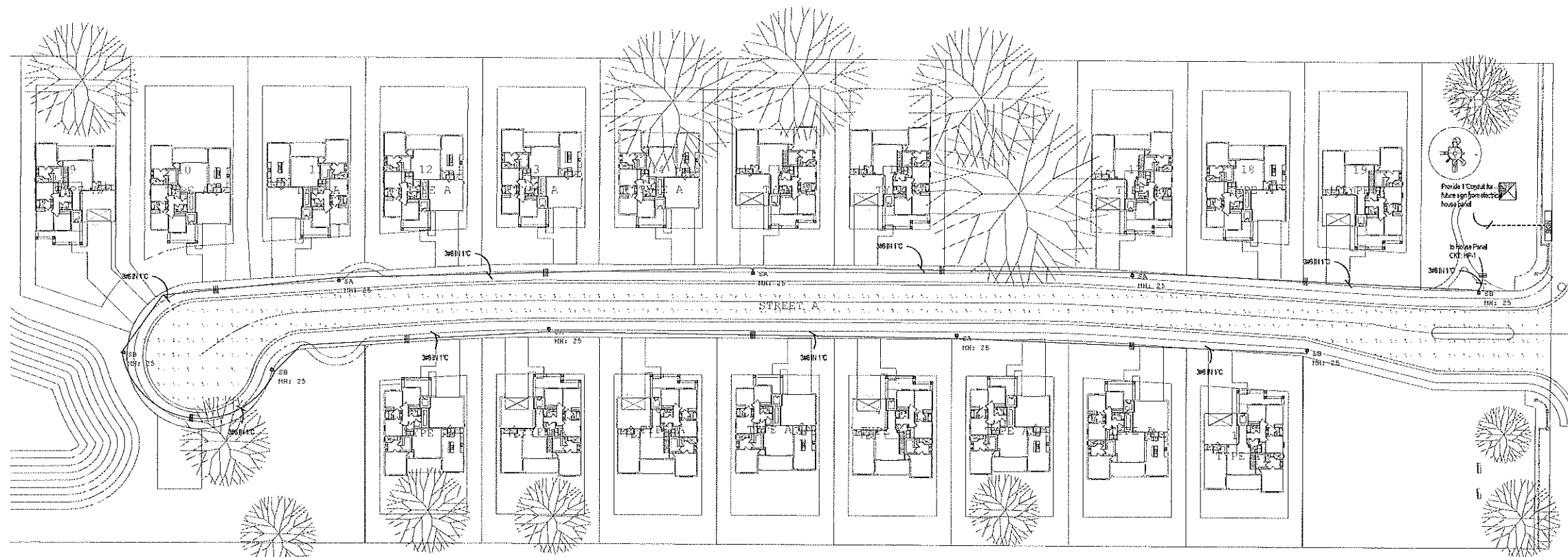
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TERRA-MAX ENGINEERING, INC.
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ORLANDO, FLORIDA 32806
(407) 896-7412 PHONE
(407) 896-7412 FAX
EPGgroup@aol.com
CAR 7913
MOHSEN FARAJI, P.E. 43599



1 Site Lighting Plan
SL-1 1" = 40'-0"

Lighting Partners of CF Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Lum. Watts	Arr. Watts	Lum. Lumens	L.F.F.	(FOOT/FEET)	Description
SA	5	SA	SINGLE	163	163	17424	0.912	SA/ON - LUMARK (FORMER COOPER LIGHTING)	PRV-A60-D-UVV-T2-B2-HSG
SB	4	SB	SINGLE	163	163	17255	0.912	SA/ON - LUMARK (FORMER COOPER LIGHTING)	PRV-A60-D-UVV-T4-B2-HSG

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
STREET A	Illuminance	Fc	2.12	5.8	0.7	3.03	8.29

DESCRIPTION

The PRV LED area, its luminaire combines optical performance, energy efficiency and long term reliability in an advanced, patented modern design. Utilizing the latest LED technology, the PRV luminaire delivers unparalleled efficiency resulting in greater pole spacing. A variable mount standard arm features state of the art technology for both retrofit and new installations. With energy savings greater than 42%, the PRV luminaire replaces 100-400W metal halide fixtures in general area lighting applications such as parking lots, walkways, roadways and building areas.

SPECIFICATION FEATURES

Construction
Construction is comprised of a heavy duty, single piece die cast aluminum housing. The LED drivers are mounted in direct contact with the casting to promote long operating temperature and long life. The die cast aluminum door is designed to provide easy access to the driver if replacement is required. A one-piece silicone gasket seals the door to the fixture housing. The optics is mounted on a variable, aluminum plate that dissipates heat from the LEDs resulting in longer life of the fixture. The fixture is IP65 and 35 vibration rated (ANSI C136.31) to insure strength of construction and longevity in the selected application.

Optics
Precision machined, high efficiency optics are precisely designed to shape the distribution, maximizing efficiency and application specific. Available in Type R, B, N and V distributions with beam spreads ranging from 8.100 to 18.500 nominal lumens. Light engine configurations consist of 7 or 21 high efficacy LEDs mounted to maximize heat dissipation and promote long life up to 100,000 hours at 25°C per IESNA TM-21. For the ultimate level of light output, an optional heat sink shield accessory can be field or factory installed.

DIMENSIONS



Lumark

Category	Type
Product	
Comments	
Frequency	

PRV PREVAL

LED
AREA / SITE / ROADWAY
LUMINAIRE



CERTIFICATION DATA
UL and ENEC Test Laboratories
UL File # E144001
ENEC File # 12/01/01
Design: Light Corporation, Inc. File # 12/01/01

ENERGY DATA
Beamable LED Drive
217 lumens/watt
43% Total Harmonic Distortion
123 THD and 80%
3470 lumens/4000K
40% Maximum Temperature Raising
40% Ambient Temperature Raising

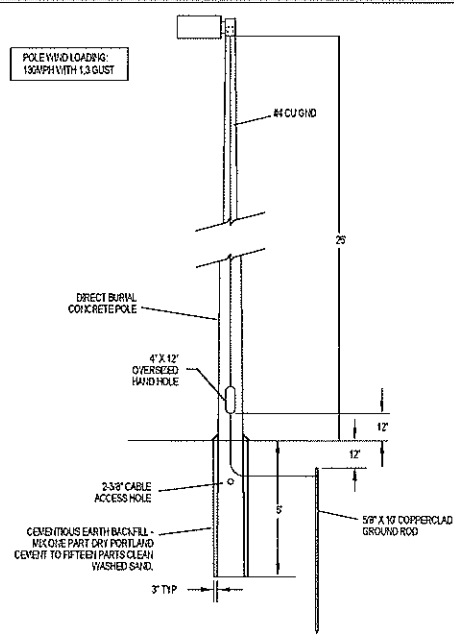
EPA
Energy Star Qualified Area 12, P. 2 2/25

SHIPPING DATA
Approximate Weight
20 lbs. (9.07 kg)

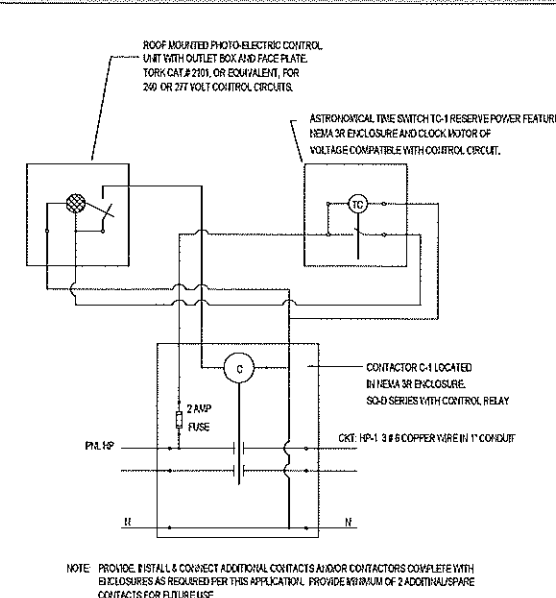


TERRA-MAX
1/1/11 11:58 AM

POLE MOUNTING DETAIL



CONTACTOR DETAIL



SITE LIGHTING NOTES

- REFER TO ELECTRICAL DRAWINGS FOR POWER RUNS, GROUNDING & SLEEVE LOCATIONS.
- STUB OUT SERVICE TO LANDSCAPE LIGHTS IN BROOKS BOX IN APPROX. TREE PALM LOCATIONS PER PLAN. EXACT LANDSCAPE LIGHT FUTURE LOCATION WILL BE FLAGGED BY LANDSCAPE ARCHITECT. NO ELECTRICAL CONTRACTOR AFTER TREE PALMS ARE INSTALLED & BEFORE SHRUBS/GROUND COVER ARE INSTALLED.
- LAYOUT/STAKE IN FIELD FOR APPROVAL BY OWNER. FIELD ADJUST STREET LIGHT FUTURE IF UNDER TREE UNSHADOWY.
- LIGHT POLES OR BOLLARDS TO BE A MIN. 6'-0" FROM EDGE OF CURB (ON ROADWAYS, TYP.).
- PROVIDE LIGHTING TIME CLOCK WITH CONTACTORS, BATTERY BACKUP & ASTRONOMICAL SETTINGS FOR NEW LIGHTING CIRCUITS.
- ALL MATERIALS SHALL BE NEW, FREE FROM DEFECTS AND SHALL BE EITHER U.L. LABELED, U.L. LISTING OR THE SEAL OF A NATIONALLY RECOGNIZED ELECTRICAL TESTING LABORATORY.
- ALL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL AND STATE CODES.
- FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS REQUIRED FOR A COMPLETE ELECTRICAL SYSTEM AS HEREIN SPECIFIED AND SHOWN ON THE DVS AND SPECIFICATIONS, WHETHER OR NOT SPECIFICALLY SHOWN OR CALLED FOR.
- CONTRACTOR SHALL INCLUDE THE FOREGOING AS WELL AS ALL FEES REQUIRED FOR PERMITS, INSPECTIONS AND ENGINEERS DVS & STAMP IF REQUIRED.
- COORDINATE WITH OWNERS REPRESENTATIVE REGARDING ELECTRICAL SERVICE WITH POWER COMPANY.
- PROVIDE SHOP DRAWINGS OF FIXTURES TO OWNER & ARCHITECT FOR APPROVAL.

No.	REVISIONS	DATE	BY

DRAWN: CC
JOB NO.: EPG18163
CHECKED: MTF
DATE: 11/03/2018
SCALE: AS SHOWN

PROJECT TITLE
THE OAKS AT ROCK SPRINGS
2600 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

SEAL

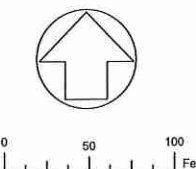
MOHSEN FARAJI, P.E. 43599

DRAWING TITLE: SITE LIGHTING PLAN
DRAWING NO.: SL-1

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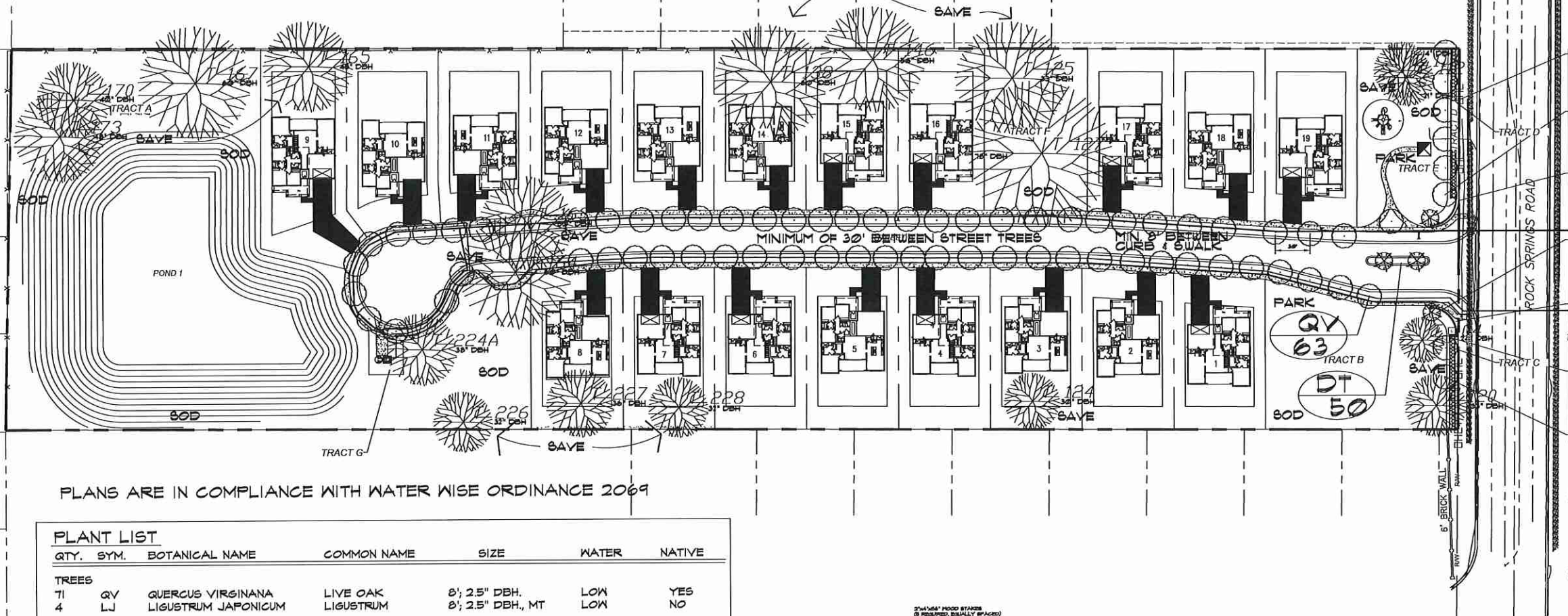


TERRA-MAX ENGINEERING, INC.
1507 S. HIAWASSEE ROAD, SUITE 211
ORLANDO FLORIDA 32835
TEL: (407) 578-2763 FAX: (407) 578-2953



- VS 50
- QV 6
- DT 125
- LJ 4
- DT 100
- VS 35
- QV 2

INSTALL THREE TREES PER LOT
TWO MUST BE SHADE TREES
(TREES NOT INCLUDED IN PLANT LIST)



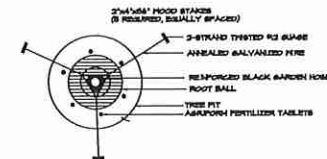
PLANS ARE IN COMPLIANCE WITH WATER WISE ORDINANCE 2069

PLANT LIST

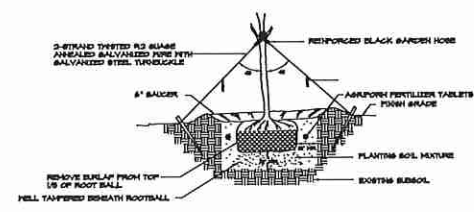
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TREES						
71	QV	QUERCUS VIRGINIANA	LIVE OAK	8'; 2.5" DBH.	LOW	YES
4	LJ	LIGUSTRUM JAPONICUM	LIGUSTRUM	8'; 2.5" DBH., MT	LOW	NO
SHRUBS						
85	VS	VIBURNUM SUSPENSUM	SANDAKWA	24"X24"; 36" OC	MODERATE	NO
SHRUBS						
275	DT	DIANELLA TASMANICA	FLAX LILY	ONE GAL., 24" OC	MODERATE	NO
SOD TO BE ARGENTINE BAHIA						

GENERAL LANDSCAPE NOTES

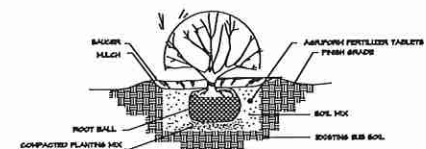
- ALL PLANTS TO BE FLORIDA NO. 1, OR BETTER AS OUTLINED UNDER 'GRADES AND STANDARDS FOR NURSERY PLANTS, PART I, 1963 AND PART II, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, TALLAHASSEE, FLORIDA, AND ANY AMENDMENTS THERETO.
- ALL TREES AND PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN THE STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, "TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPERS", OCTOBER, 1980.
- THE LANDSCAPE CONTRACTOR (CONTRACTED BY OWNER, N.I.C.) SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. IF A VARIATION OCCURS BETWEEN THE PLANS AND THE PLANT LIST, THE PLANS SHALL CONTROL.
- ALL TREES, SHRUBS AND GROUND COVERS SHALL BE PLANTED USING A SOIL MIXTURE PREPARED ACCORDINGLY (2/3 EXISTING SOIL, 1/3 FEAT).
- THE LANDSCAPE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO AID DRAINAGE.
- ALL PLANT BEDS AND TREE WATERING BASINS SHALL BE TOP DRESSED WITH THREE INCHES (3") OF PINE BARK MULCH.
- NO TREES SHALL BE PLANTED CLOSER THAN 4 FEET (4') FROM THE EDGE OF PAVEMENT TO ALLOW ADEQUATE TREE TRUNK PROTECTION.
- LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL TREES AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTABILITY OF ANY PLANT MATERIAL.
- ALL LAWN AREAS TO RECEIVE SOD SHALL BE DISKED FOUR(4) TO SIX(6) INCHES AND DRAGGED TO ESTABLISH A LEVEL FINISH GRADE. ALL DEBRIS TO BE REMOVED FROM THE SITE.
- SOD SHALL BE FREE OF WEEDS AND PESTS. IT SHALL BE LAID EVENLY AND ROLLED, WITH TIGHT FITTING JOINTS. THE SOD SHALL CONTAIN MOIST SOIL WHICH DOES NOT FALL APART OR TEAR WHEN LIFTED. ALL AREAS NOT PAVED OR OTHERWISE LANDSCAPED SHALL BE SODDED. SOD SHALL BE ARGENTINE BAHIA OR EQUAL.
- ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM, WITH 100% COVERAGE, BACKFLOW PREVENTOR, & RAIN SENSOR DEVICE. DIRECT SPRAY HEADS AWAY FROM ANY NATURAL AREAS AND PAVED SURFACES.



TREE STAKING DETAIL



TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

Ravensdale Planning & Design
Land Planning • Landscape Architecture • Project Management • Expert Witness
2283 North Harmony Terrace Crystal River, Florida 34429
(407) 847-1213

Always call 811 two full business days before you dig



No.	REVISIONS	DATE	BY

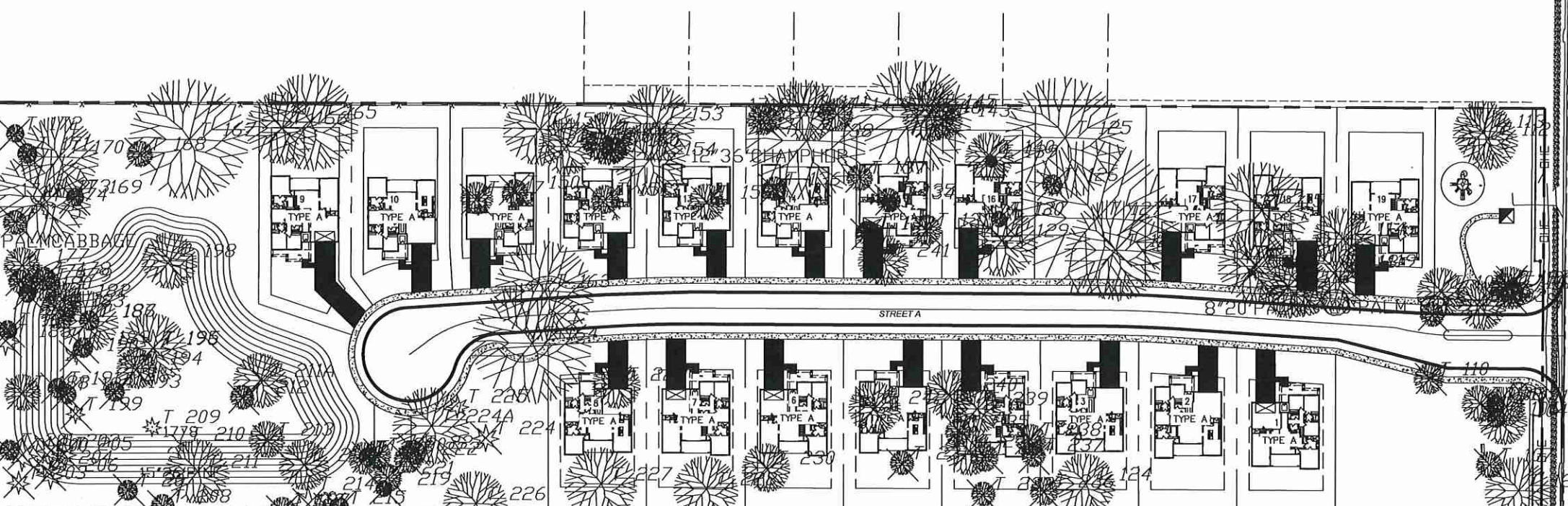
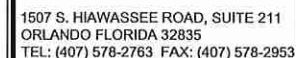
DRAWN J.A.A. CHECKED M.M.B. DATE 8/23/2018
JOB NO. CUL-01-003 SCALE AS SHOWN

PROJECT TITLE
HAMMOCK AT ROCK SPRINGS
2600 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

SEAL
MOMTAZ BARQ, P.E.
LICENSE
No. 40024
08/29/18
STATE OF FLORIDA
PROFESSIONAL ENGINEER
PE #49024
Terra-Max Engineering COA #26002

DRAWING TITLE LANDSCAPE PLAN DRAWING NO. LS-1

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T 197	19'	24'	LIVE OAK	REMOVE
T 198	19'	36'	LIVE OAK	REMOVE
T 199	10'	24'	LONGLEAF PINE	REMOVE
T 200	17'	30'	LONGLEAF PINE	REMOVE
T 201	10'	24'	LIVE OAK	REMOVE
T 202	15'	30'	LONGLEAF PINE	REMOVE
T 203	22'	24'	LONGLEAF PINE	REMOVE
T 204	19'	24'	LONGLEAF PINE	REMOVE
T 205	13'	24'	LONGLEAF PINE	REMOVE
T 206	15'	26'	LONGLEAF PINE	REMOVE
T 207	10'	24'	LIVE OAK	REMOVE
T 208	24'	24'	LIVE OAK	REMOVE
T 209	10'	22'	LONGLEAF PINE	REMOVE
T 210	15'	26'	PINE	REMOVE
T 211	36'	36'	LIVE OAK	REMOVE
T 212	27'	40'	LIVE OAK	REMOVE
T 213	18'	30'	LIVE OAK	REMOVE
T 214	12'	24'	LIVE OAK	REMOVE
T 215	18'	30'	LONGLEAF PINE	REMOVE
T 216	10'	20'	LIVE OAK	REMOVE
T 217	23'	40'	LIVE OAK	REMOVE
T 218	10'	24'	LIVE OAK	REMOVE
T 219	8'	20'	LIVE OAK	REMOVE
T 220	14'	28'	LIVE OAK	REMOVE
T 221	14'	30'	LIVE OAK	REMOVE
T 222	14'	30'	LIVE OAK	REMOVE
T 223	12'	24'	LIVE OAK	REMOVE
T 224	14'	30'	LONGLEAF PINE	REMOVE
T 224A	38'	60'	LIVE OAK	SAVE
T 225	12'	36'	LONGLEAF PINE	REMOVE
T 226	12'	24'	LIVE OAK	REMOVE
T 227	36'	48'	LIVE OAK	SAVE
T 228	30'	40'	LIVE OAK	SAVE
T 229	24'	44'	LIVE OAK	REMOVE
T 230	24'	44'	LIVE OAK	REMOVE
T 231	30'	30'	LIVE OAK	REMOVE
T 232	16'	30'	LIVE OAK	REMOVE
T 233	24'	40'	LIVE OAK	REMOVE
T 234	14'	30'	LIVE OAK	REMOVE
T 235	13'	30'	LIVE OAK	REMOVE
T 236	16'	24'	LIVE OAK	REMOVE
T 237	15'	30'	LIVE OAK	REMOVE
T 238	15'	36'	LIVE OAK	REMOVE
T 239	24'	40'	LIVE OAK	REMOVE
T 240	24'	50'	LIVE OAK	REMOVE
T 241	24'	44'	LIVE OAK	REMOVE
T 242	26'	40'	LIVE OAK	REMOVE

Sunshine811.com

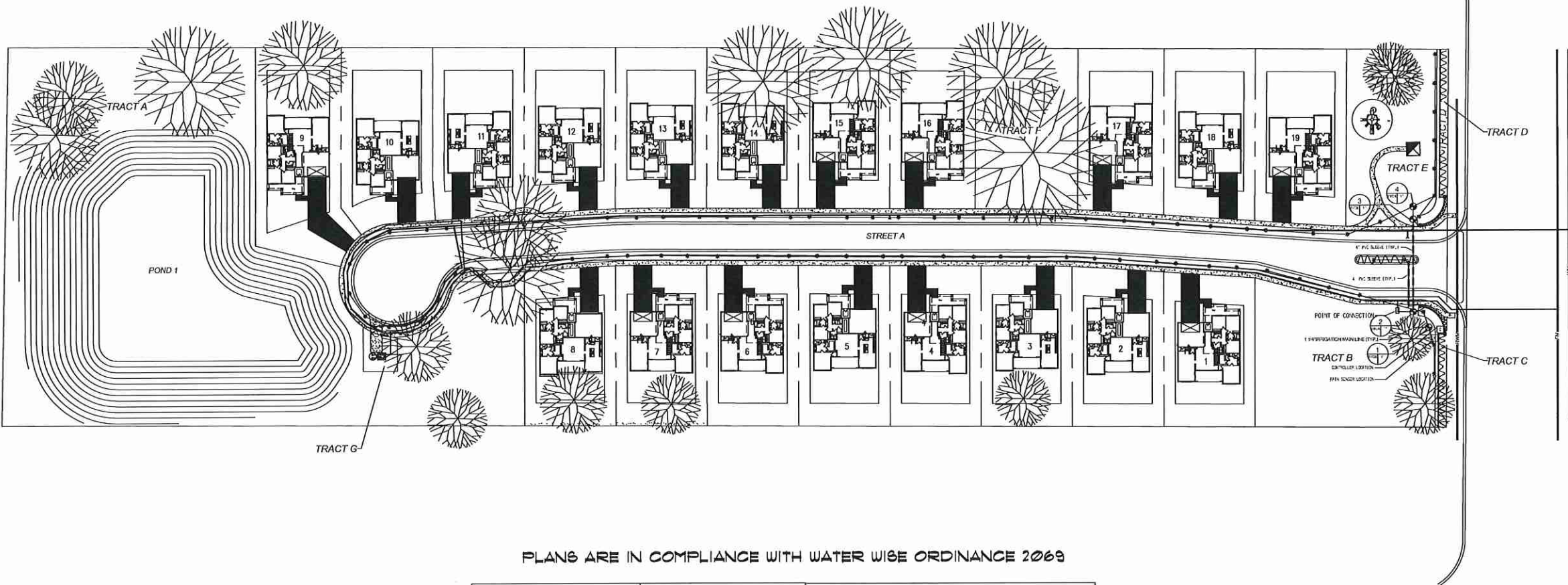
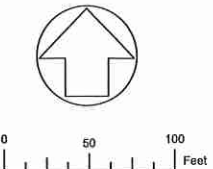
Terra-Max Engineering COA #2600

10.1111/j.1365-2745.2012.02002.x

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TERRA-MAX ENGINEERING, INC.
1507 S. HIAWASSEE ROAD, SUITE 211
ORLANDO FLORIDA 32835
TEL: (407) 578-2763 FAX: (407) 578-2953



PLANS ARE IN COMPLIANCE WITH WATER WISE ORDINANCE 2069

IRRIGATION LEGEND

○	FULL 6" POP-UP SPRAY HEAD	570-6-F
◐	1/4 6" POP-UP SPRAY HEAD	570-6-Q
◑	1/2 6" POP-UP SPRAY HEAD	570-6-H
◒	1/3 6" POP-UP SPRAY HEAD	570-6-T
◓	2/3 6" POP-UP SPRAY HEAD	570-6-TT
◔	3/4 6" POP-UP SPRAY HEAD	570-6-TQ
◕	FULL 6" POP-UP SPRAY HEAD	570-15-F
◐	1/4 6" POP-UP SPRAY HEAD	570-15-Q
◑	1/2 6" POP-UP SPRAY HEAD	570-15-H
◒	1/3 6" POP-UP SPRAY HEAD	570-15-T
◓	2/3 6" POP-UP SPRAY HEAD	570-15-TT
◔	3/4 6" POP-UP SPRAY HEAD	570-15-TQ
◕	CENTER STRIP SPRAY HEAD	570-4-CST
■	SIDE STRIP SPRAY HEAD	570-4-SST
■	END STRIP SPRAY HEAD	570-4-EST
■	500 SERIES STREAM BURBLER	570-15-ADJ
○	DENOTES VARIABLE 6" POP-UP SPRAY HEAD IN 15' PATTERN	
◐	DENOTES 4" POP-UP SPRAY HEAD OR ROTOR ON PVC RISER	
◑	POP-UP STREAM ROTOR	
◒	TORO PLASTIC VALVE	
◓	CLASS 200 PVC MAIN LINE	
◔	CLASS 100 PVC LATERAL LINE	
◕	PVC SLEEVE 4" IN DIAMETER	
◕	PIPE CROSSOVER	
◕	BACKFLOW PREVENTER	
◕	IRRIGATION METER	
◕	CONTROLLER LOCATION	
◕	RAIN SENSOR LOCATION	

NOTE: MODEL NOS. SHOWN REFLECT TORO SPRINKLER HEADS. ANY HEADS OF EQUAL QUALITY MAY BE USED WITH THE APPROVAL OF THE OWNER. CONTRACTOR TO SIZE ALL LATERAL LINES AND INSURE THE PERFORMANCE OF ALL HEADS.

IRRIGATION NOTES:

LANDSCAPE CONTRACTOR IS TO PROVIDE AN ENTIRE IRRIGATION SYSTEM WHICH PROVIDES 100% COVERAGE OF ALL PLANT AND GRASSED AREAS WITH HEAD TO HEAD SPACING OF SPRAY HEADS. PROVIDE ALL ITEMS NECESSARY FOR A COMPLETE AND OPERATIONAL SYSTEM TO INCLUDE, BUT NOT LIMITED TO CONTROLLER, VALVES, PIPING, HEADS, RISERS, BACKFLOW PREVENTER, METER, WIRING, ELECTRICAL SUPPLY. PROVIDE AS-BUILT DRAWINGS UPON COMPLETION AND PRIOR TO FINAL PAYMENT. PROVIDE A RAIN SENSOR IN A CONSPICUOUS LOCATION OPEN TO RAINFALL. COORDINATE ALL WORK AND SLEEVE LOCATIONS WITH GENERAL CONTRACTOR. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR OWNER/ARCHITECT REVIEW AND APPROVAL PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR IS TO PROVIDE AND INSTALL A SEPARATE WATER METER FOR IRRIGATION PURPOSES. LANDSCAPE CONTRACTOR SHALL OBTAIN ANY PERMITS REQUIRED FOR THE INSTALLATION OF THE IRRIGATION SYSTEM.

No.	REVISIONS	DATE	BY

DRAWN J.A.A.	CHECKED M.M.B.	DATE 8/23/2018
JOB NO. CUL-01-003	SCALE AS SHOWN	

PROJECT TITLE
HAMMOCK AT ROCK SPRINGS
2600 ROCK SPRINGS ROAD
APOPKA, ORANGE COUNTY, FLORIDA

SEAL
MOMTAZ BARQ, P.E.

PE #49024
Terra-Max Engineering COA #26002

DRAWING TITLE IRRIGATION PLAN	DRAWING NO. IRR-1
----------------------------------	----------------------

Ravensdale Planning & Design
Land Planning • Landscape Architecture • Project Management • Expert Witness
2283 North Harmony Terrace Crystal River, Florida 34428
(889) 847-1213

Always call 811 two full business days before you dig

C:\Users\JAVI\Documents\Projects\2018\TerraMax\HAMMOCK AT ROCK SPRINGS\HAMMOCK AT ROCK SPRINGS - IRRIGATION.dwg (6/1/18) JAVI

PITMAN ESTATES
(PLAT BOOK 56, PAGES 100 - 102)

TRACT "F" -
RETENTION AREA

TRADITIONS AT WEKIVA
(PLAT BOOK 52, PAGES 60 & 61)

0 60 120 180
GRAPHIC SCALE
MONUMENT STAMPED PRM
LAT. 28.7220941354
LONG. -81.6537367770
GRAPHIC SCALE 1" = 60'

TRACT F - RETENTION POND

LANDINGS AT ROCK SPRINGS
(PLAT BOOK 69, PAGES 54 - 57)

TRACT A - RETENTION POND

TRACT G
- PARK

TRADITIONS AT WEKIVA
(PLAT BOOK 52, PAGES 60 & 61)

NORTHEAST CORNER
LANDINGS AT ROCK SPRINGS
RECOVERED 4"x4" CONC.
MONUMENT STAMPED PRM
L.B. # 6393

SITE BM #1 ELEV. 79.92
TOP 4"x4" CONC.
MONUMENT STAMPED PRM
L.B. # 6393
LAT. 28.7220941354
LONG. -81.6598002284

ROCK SPRINGS ROAD
4 LANE ROADWAY WITH CENTER TURN LANE
(OPEN - PAVED - PUBLIC 110' RIGHT OF WAY)

WEST RIGHT OF WAY LINE ROCK SPRINGS ROAD

EAST LINE OF THE NORTHEAST 1/4 OF SEC. 28-20-28

ABBREVIATIONS:

- DEGREES - MINUTES WHEN USED IN A BEARING
- SECONDS WHEN USED IN A BEARING
- FEET WHEN USED IN A DISTANCE
- INCHES WHEN USED IN A DISTANCE
- # - NUMBER
- + - MORE OR LESS (OR PLUS OR MINUS)
- N - NORTH
- E - EAST
- W - WEST
- S - SOUTH
- LB - LICENSED BUSINESS
- PLS - PROFESSIONAL LAND SURVEYOR
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- AC - ACRES
- O.R.B. - Official Records Book
- P.C. - Page
- P.B. - Plot Book
- P.C. - Point of Curvature
- P.O.C. - Point on a Curve
- P.R.C. - Point of Reverse Curvature
- P.T. - Point of Tangency
- L.S. - Land Surveyor
- ID. - Identification
- R/W - Right of Way
- IRC - Iron Rod & Cap
- BSA - Bowyer Singleton & Associates

SITE VERTICAL DATUM BASED ON NAVD 88 DATUM (FEET) PUBLISHED AND RECOVERED MONUMENTATION:

HORIZONTAL AND VERTICAL DATUM BASED ON ORANGE COUNTY RECOVERED MONUMENT B.M. 06-07-616-0,
ALUMINIUM DISK IN DRAIN COLLAR NAVD 88 EL. (FEET) 79.135

&

RECOVERED SURVIVED RECOVERED MONUMENT B.M. 04-07-647-0, ALUMINIUM DISK ELEV. 118.286.

LATITUDE & LONGITUDE CONVERTED ON NGS BETA COORDINATE CONVERSION and TRANSFORMATION TOOL (NCA)
FEBRUARY 17, 2018.

THE FOLLOWING LIST OF UTILITIES SERVING THE SUBJECT
AS PROVIDED BY SUNSHINE ONE CALL ON FEBRUARY 14, 2018.

PROVIDER: CHARTER COMMUNICATIONS
CONTACT: MARVIN USRY JR.
PHONE: 407-532-8509
3787 ALL AMERICAN BLVD
ORLANDO, FL 32810

PROVIDER: CITY OF APOPKA
CONTACT: BRIAN BISHOP
PHONE: 407-703-1731 Ext. 685
748 E CLEVELAND ST
APOPKA, FL 32703

PROVIDER: DUKE ENERGY
CONTACT: SHARON DEAR
PHONE: 407-850-2762
2001 OLD SCENIC HWY
LAKE WALES, FL 33853

PROVIDER: LAKE APOPKA NATURAL GAS DISTRICT
CONTACT: ANTHONY GIBSON
PHONE: 407-856-2734
1320 WINTER GARDEN VINELAND RD
WINTER GARDEN, FL 34787

PROVIDER: ORANGE COUNTY PUBLIC WORKS
CONTACT: ROGER SMITH
PHONE: 407-836-7804
4200 S JOHN YOUNG PKWY
ORLANDO, FL 32839

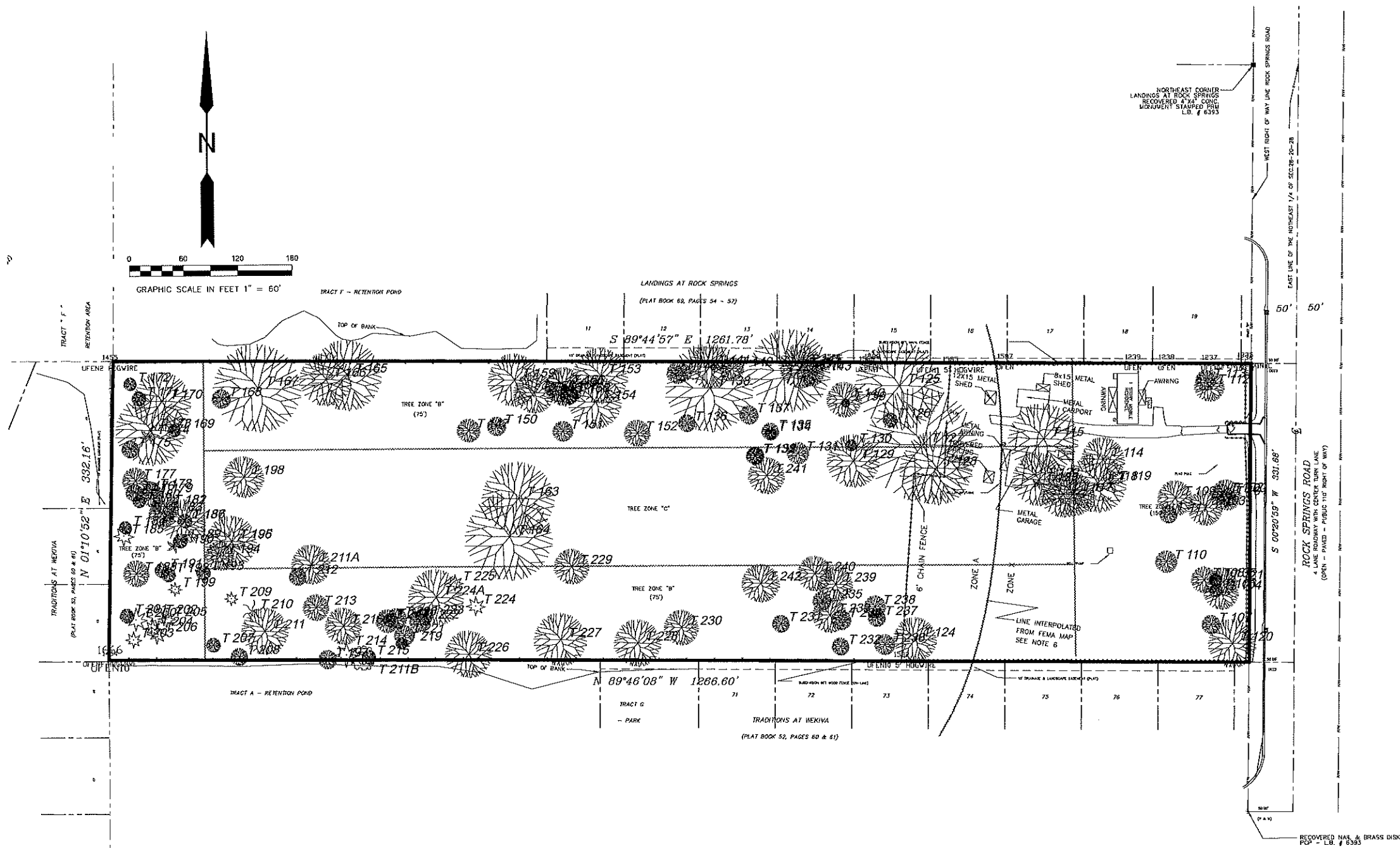
PROVIDER: CENTURYLINK
CONTACT: LESLIE
PHONE: 407-814-5293
33 N. MAIN ST. ROOM 144
WINTER GARDEN, FL 34787

BOUNDARY, TOPOGRAPHIC and LOCATION SURVEY:
2600 ROCK SPRINGS ROAD
ORANGE COUNTY, FLORIDA
SECTION 28 TWP 20 S RCE 28 E

PREPARED FOR:
CONSTRUESSE USA, INC.
775 MIDCOURTWAY PLACE
ALTAIR SPRINGS, FL 32714

WWW.MICHAELRUDD.COM
1210 BANANA DRIVE
ORLANDO, FL 32810
PHONE: 407-442-8076
MICHAELRUDD@MICHAELRUDD.COM
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982
Commercial Land Use Surveying, Planning, Lot Split, Site Plans & Easement

DRAWN BY: TAYLOR HARRIS
CHECKED BY: TAYLOR HARRIS
DATE: 03/11/2018
SCALE: 1" = 60'
SHEET: 2 OF 3
JOB NO.: 17-01-00



TREE TABLE

NO.	TRUNK	DBH	HEIGHT	BOTANICAL NAME
T 101	21	41	30	LIVE OAK
T 102	14	36	30	LIVE OAK
T 103	24	30	30	LIVE OAK
T 104	24	30	30	LIVE OAK
T 105	9	24	30	LIVE OAK
T 106	9	24	30	LIVE OAK
T 107	12	28	30	LIVE OAK
T 108	18	44	30	LIVE OAK
T 109	24	50	30	LIVE OAK
T 110	15	30	30	LIVE OAK
T 111	12	30	30	LIVE OAK
T 112	21	50	30	LIVE OAK
T 113	14	36	30	LIVE OAK
T 114	30	50	30	LIVE OAK
T 115	48	70	30	LIVE OAK
T 116	31	60	30	LIVE OAK
T 117	30	50	30	LIVE OAK
T 118	10	20	30	LIVE OAK
T 119	15	20	30	LIVE OAK
T 120	30	60	30	LIVE OAK
T 121	18	44	30	LIVE OAK
T 122	26	60	30	LIVE OAK
T 123	8	20	30	LIVE OAK
T 124	20	50	30	LIVE OAK
T 125	60	60	30	LIVE OAK
T 126	10	30	30	LIVE OAK
T 127	78	70	30	LIVE OAK
T 128	40	50	30	LIVE OAK
T 129	26	40	30	LIVE OAK
T 130	8	24	30	LIVE OAK
T 131	15	24	30	LIVE OAK
T 132	24	24	30	LIVE OAK
T 133	12	24	30	LIVE OAK
T 134	8	24	30	LIVE OAK
T 135	12	24	30	LIVE OAK
T 136	12	24	30	LIVE OAK
T 137	13	22	30	LIVE OAK
T 138	60	50	30	LIVE OAK
T 139	8	30	30	LIVE OAK
T 140	24	30	30	LIVE OAK
T 141	28	40	30	LIVE OAK
T 142	15	20	30	LIVE OAK
T 143	18	30	30	LIVE OAK
T 144	26	44	30	LIVE OAK
T 145	20	36	30	LIVE OAK
T 146	26	60	30	LIVE OAK
T 147	15	30	30	LIVE OAK
T 148	15	24	30	LIVE OAK
T 149	12	30	30	LIVE OAK
T 150	12	20	30	LIVE OAK
T 151	14	20	30	LIVE OAK
T 152	18	24	30	LIVE OAK
T 153	30	50	30	LIVE OAK
T 154	26	50	30	LIVE OAK
T 155	12	22	30	LIVE OAK
T 156	26	40	30	LIVE OAK
T 157	14	30	30	LIVE OAK
T 158	30	30	30	LIVE OAK
T 159	36	40	30	LIVE OAK
T 160	12	20	30	LIVE OAK
T 161	26	36	30	LIVE OAK
T 162	14	30	30	LIVE OAK
T 163	20	50	30	LIVE OAK
T 164	60	60	30	LIVE OAK
T 165	48	70	30	LIVE OAK
T 166	26	46	30	LIVE OAK
T 167	60	50	30	LIVE OAK
T 168	13	20	30	LIVE OAK
T 169	8	20	30	LIVE OAK
T 170	40	64	30	LIVE OAK
T 171	10	20	30	LIVE OAK
T 172	9	20	30	LIVE OAK
T 173	48	64	30	LIVE OAK
T 174	14	16	30	LIVE OAK
T 175	12	24	30	LIVE OAK
T 176	12	24	30	LIVE OAK
T 177	15	30	30	LIVE OAK
T 178	12	20	30	LIVE OAK
T 179	16	22	30	LIVE OAK
T 180	9	22	30	LIVE OAK
T 181	10	30	30	LIVE OAK
T 182	17	40	30	LIVE OAK
T 183	18	28	30	LIVE OAK
T 184	9	24	30	LIVE OAK
T 185	15	36	30	LIVE OAK
T 186	10	24	30	LIVE OAK
T 187	20	50	30	LIVE OAK
T 188	18	30	30	LIVE OAK
T 189	10	20	30	LIVE OAK
T 190	10	16	30	LIVE OAK
T 191	10	24	30	LIVE OAK
T 192	10	24	30	LIVE OAK
T 193	10	20	30	LIVE OAK
T 194	20	30	30	LIVE OAK
T 195	15	36	30	LIVE OAK
T 196	10	20	30	LIVE OAK
T 197	15	24	30	LIVE OAK
T 198	20	30	30	LIVE OAK
T 199	10	24	30	LIVE OAK
T 200	17	30	30	LIVE OAK
T 201	10	24	30	LIVE OAK
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T 203	12	22	30	LIVE OAK
T 204	13	24	30	LIVE OAK
T 205	13	24	30	LIVE OAK
T 206	15	20	30	LIVE OAK
T 207	10	24	30	LIVE OAK
T 208	12	24	30	LIVE OAK
T 209	10	22	30	LIVE OAK
T 210	15	20	30	LIVE OAK
T 211	32	50	30	LIVE OAK
T 212	27	40	30	LIVE OAK
T 213	15	40	30	LIVE OAK
T 214	12	24	30	LIVE OAK
T 215	15	36	30	LIVE OAK
T 216	15	30	30	LIVE OAK
T 217	16	30	30	LIVE OAK
T 218	10	24	30	LIVE OAK
T 219	8	20	30	LIVE OAK
T 220	14	28	30	LIVE OAK
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T 225	30	60	30	LIVE OAK
T 226	12	36	30	LIVE OAK
T 227	30	40	30	LIVE OAK
T 228	24	44	30	LIVE OAK
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T 230	24	44	30	LIVE OAK
T 231	12	30	30	LIVE OAK
T 232	12	30	30	LIVE OAK
T 233	24	40	30	LIVE OAK
T 234	14	30	30	LIVE OAK
T 235	12	30	30	LIVE OAK
T 236	14	24	30	LIVE OAK
T 237	12	30	30	LIVE OAK
T 238	15	30	30	LIVE OAK
T 239	24	40	30	LIVE OAK
T 240	24	50	30	LIVE OAK
T 241	25	44	30	LIVE OAK
T 242	26	46	30	LIVE OAK

PREPARED FOR:
CONSTRUESSE USA, INC.
479 MONTGOMERY PLACE
ALTA MONTE SPRINGS, FL 32714

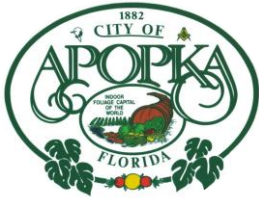
BY: DATE: RELATIONS: FIELDBOOK:

BOUNDARY, LOCATION AND TREE SURVEY:
2600 ROCK SPRINGS ROAD
ORANGE COUNTY, FLORIDA
SECTION 28 TWP 20 S RGE 28 E

WWW.MICHAELRUDD.COM
1570 BAHAMA DRIVE
ORANGE, FL 32839
PHONE: 407-342-3070
MICHAELRUDD@MICHAELRUDD.COM

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYORS & MAPPERS SINCE 1982
Commercial Land Title Surveying - Platting - Lot Split - Site Plans & Easement

DATE: 03-15-2013
DRAWN BY: M. RUDD
CHECKED BY: M. RUDD
SCALE: 1"=40'
SHEET: 3 OF 3
JOB NO.: 10-101-00



CITY OF APOPKA PLANNING COMMISSION

☒ PUBLIC HEARING
☐ SITE PLAN
☐ SPECIAL REPORTS
☒ OTHER: Rezoning

MEETING OF: August 13, 2019
FROM: Community Development
EXHIBITS: Vicinity Map
Zoning Map
Aerial Map
The Monarchs Concept Plan

SUBJECT: CHANGE OF ZONING – MONARCHS AT LAKE PLEASANT

REQUEST: CHANGE OF ZONING
FROM: T (TRANSITIONAL) AND RSF-1A (RES. SINGLE FAMILY)
TO: RMF (RESIDENTIAL MULTI-FAMILY)

SUMMARY:

OWNER: The Monarchs at Lake Pleasant, LLC c/o Rafael Martinez
APPLICANT: Rafael Martinez c/o Jonathan Huels
LOCATION: 1653, 1711 and 1717 Apopka Boulevard
PARCEL ID NUMBER(S): 23-21-28-0000-00-043; 23-21-28-0000-00-030; and
23-21-28-0000-00-029
EXISTING USE: Vacant Single Family Residences
CURRENT ZONING: RSF-1A (Residential Single-Family–Estate) and T (Transitional)
PROPOSED ZONING: RMF (Residential Multi-Family)
TRACT SIZE: 23.52 +/- acres
MAXIMUM ALLOWABLE
DEVELOPMENT UNDER
ZONING DISTRICT: EXISTING: 3/DU AC (RSF-1A); 0.4 DU/AC (T)
PROPOSED: Multi-Family Residential – 126 units

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

PLANNING COMMISSION – AUGUST 13, 2019
MONARCHS AT LAKE PLEASANT – CHANGE OF ZONING
PAGE 2

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Low Density Residential	A-1 (Citrus Rural District)	Vacant
East (County)	Low Density Residential	A-2 (Farmland Rural District)	Single Family Residence
South (County)	Public Right-of-Way (ROW)	ROW	Apopka Boulevard
West (County and City)	ROW, Low Density Residential and Residential Low	ROW, A-1 and RSF-1A	Lakeville Road and Single Family Residences

SUMMARY: Presently, the subject properties are zoned RSF-1A and Transitional. The applicant is requesting the City to assign a zoning classification of RMF (Residential Multi-Family) to allow for an apartment complex development.

A request to assign a change of zoning to RMF is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed zoning of the property is consistent with the proposed Residential Medium Low (0-7.5 du/ac) Future Land Use designation. City Council is scheduled to hold the second hearing for the adoption of Ordinance No. 2732 on September 18, 2019.

SCHOOL CAPACITY REPORT: An executed capacity enhancement agreement has been executed and recorded between Orange County Public Schools and the applicant. School concurrency mitigation agreement must be approved by City Council prior to approval of a site construction plan by the Development Review Committee. At the present time, the subject property is located in the following attendance zone boundaries: Wekiva High School; Piedmont Lakes Middle School; Lakeville Elementary School.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 10, 2019.

PUBLIC HEARING SCHEDULE:

August 13, 2019 – Planning Commission (5:30 p.m.)

September 4, 2019 – City Council (1:30 p.m.) – 1st Reading

September 18, 2019 – City Council (7:00 p.m.) – 2nd Reading and Adoption

DULY ADVERTISED:

Public Notice – July 26, 2019 and August 9, 2019

Notification to Adjacent Property Owners – July 29, 2019

RECOMMENDED ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from RSF-1A and T to RMF for the property owned by The Monarchs at Lake Pleasant, LLC and located at 1653, 1711 and 1717 Apopka Boulevard, subject to City Council approving the Future Land Use Designation to Residential Medium Low Density (up to 7.5 du/ac).

Recommended Motion: Find the proposed change of zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from RSF-1A and Transitional to Residential Multiple Family (RMF) for the property owned by The Monarchs at Lake Pleasant, LLC and located at 1653, 1711 and 1717 Apopka Boulevard, subject to City Council approval of the Future Land Use amendment to Residential Medium Low Density.

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

PLANNING COMMISSION – AUGUST 13, 2019
MONARCHS AT LAKE PLEASANT – CHANGE OF ZONING
PAGE 4

Property Owner: Monarchs at Lake Pleasant. LLC

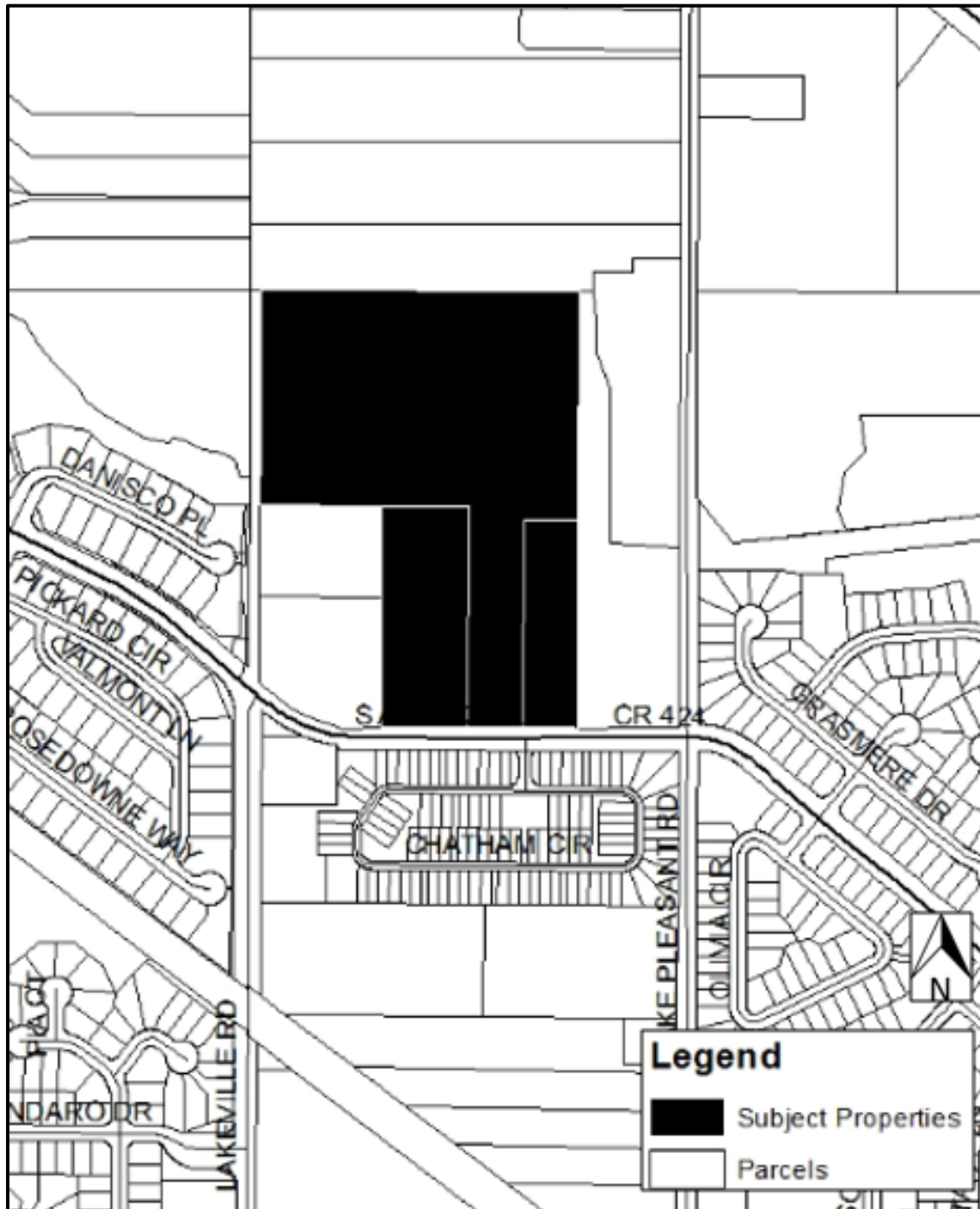
Total Acreage: +/- 23.52 acres

Application: Rezoning; From T (Transitional) to RMF (Residential Multi-Family)

Parcel ID #s: 23-21-28-0000-00-043, 23-21-28-0000-00-030 and 23-21-28-0000-00-029

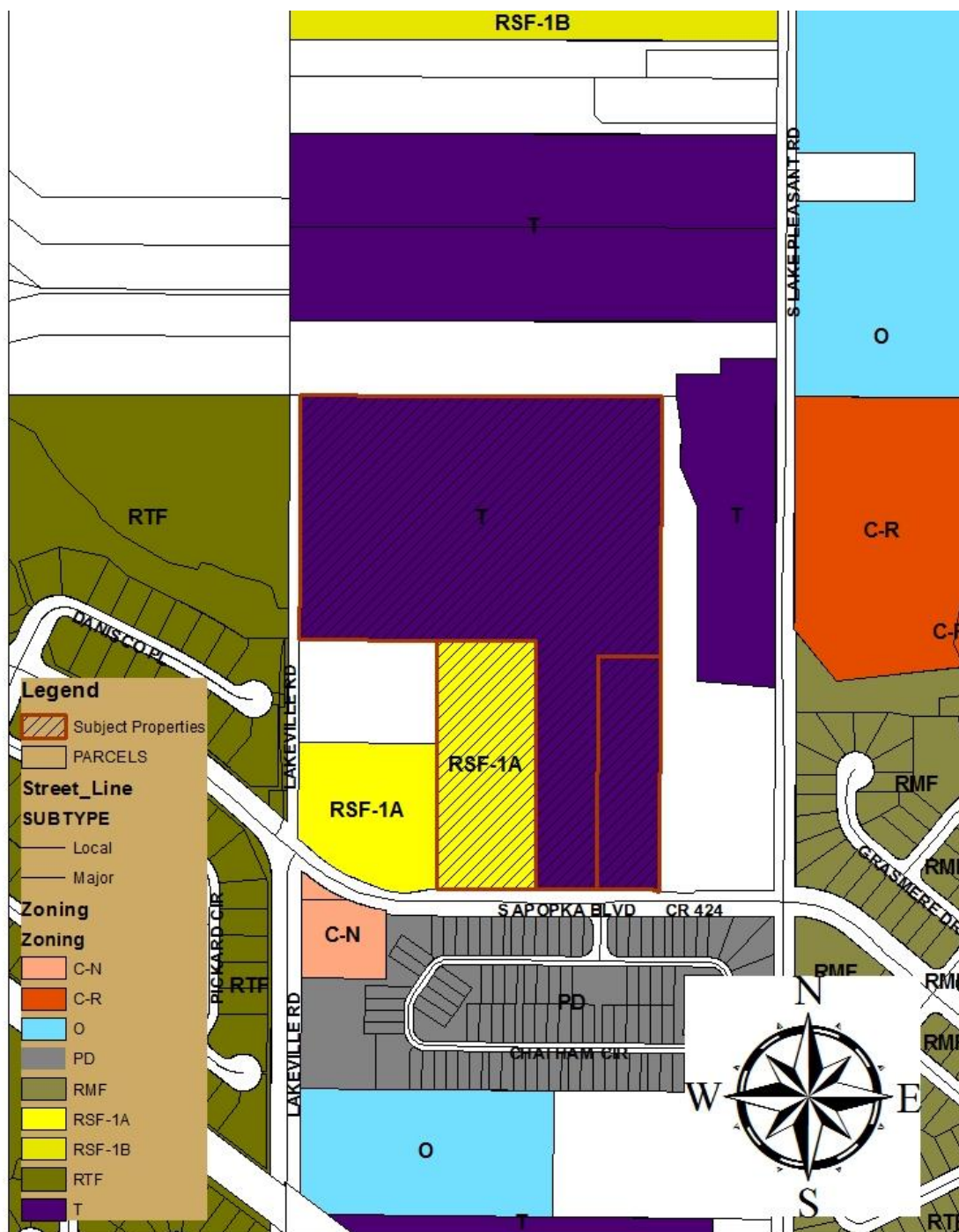


VICINITY MAP



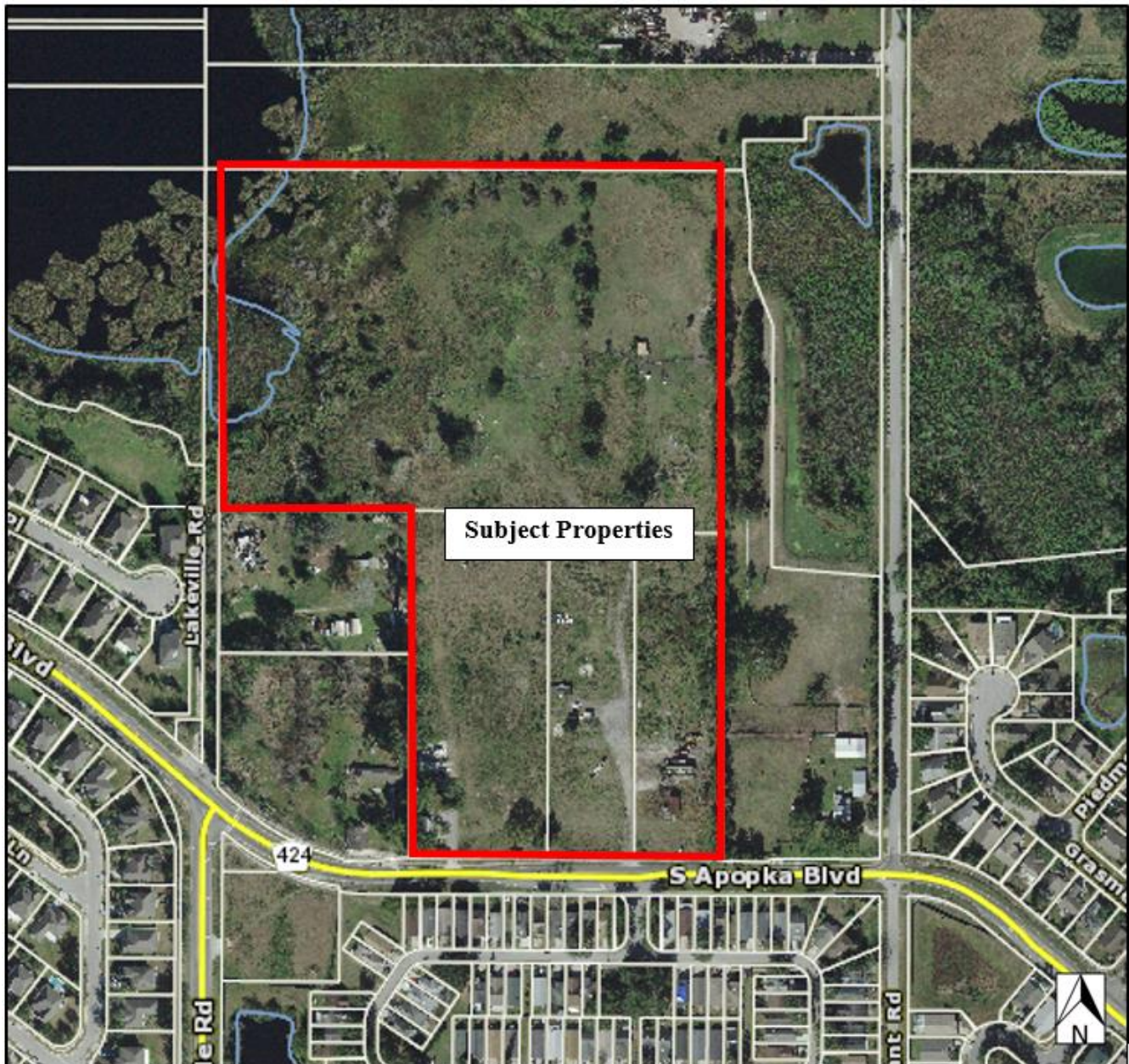


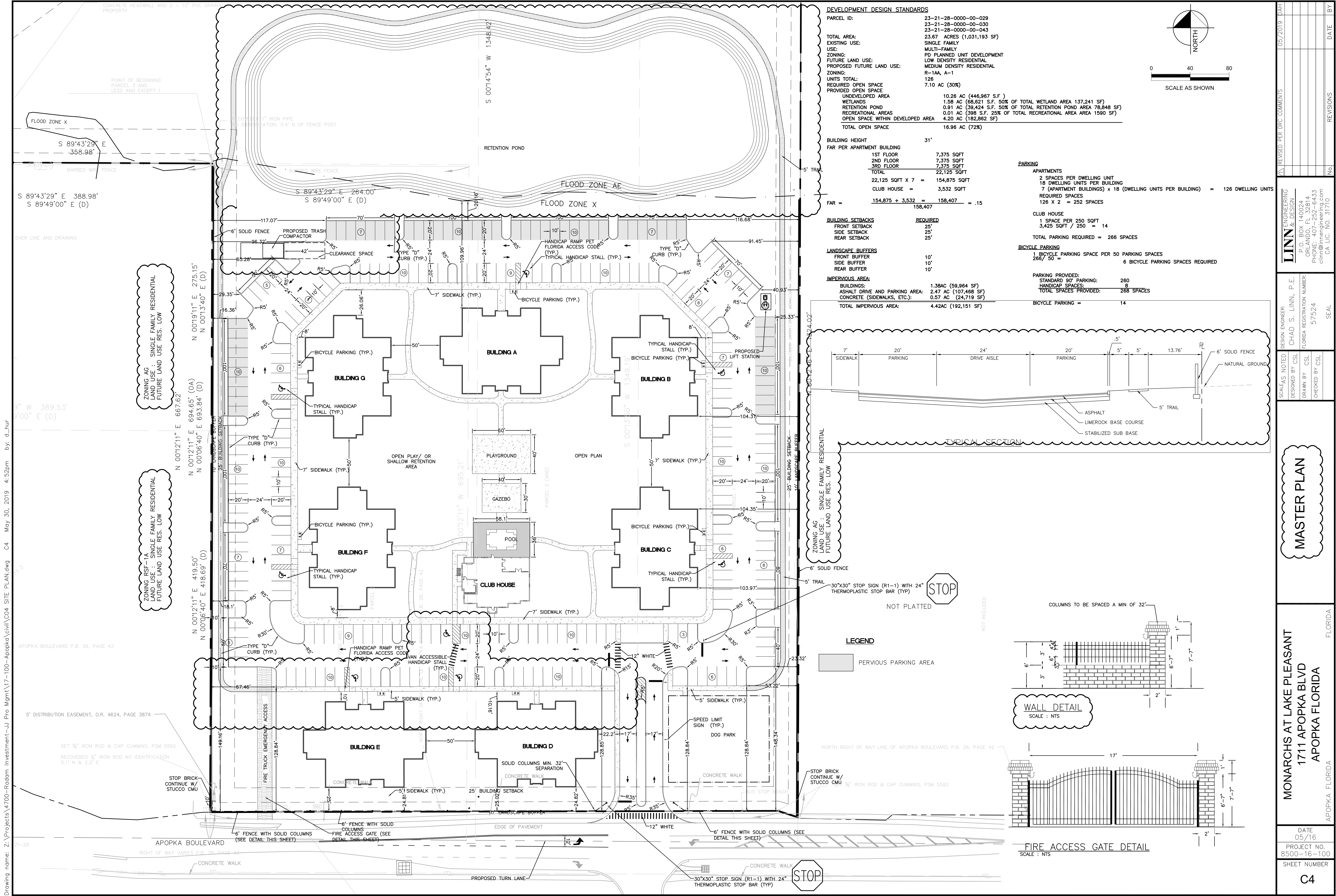
ZONING MAP

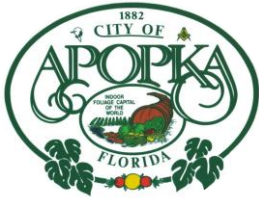




AERIAL MAP







CITY OF APOPKA PLANNING COMMISSION

☒ PUBLIC HEARING
☐ SITE PLAN
☐ SPECIAL REPORTS
☒ OTHER: Plat

MEETING OF: August 13, 2019
FROM: Community Development
EXHIBITS: Vicinity Map
Aerial Map
Legacy Station – Plat

SUBJECT: LEGACY STATION – PLAT

REQUEST: RECOMMEND APPROVAL OF THE PLAT FOR LEGACY STATION

SUMMARY:

OWNER: 1520 West Orange Blossom, LLC c/o Raul Socarras, P.A.
APPLICANT: Raul Socarras, P.A.
ENGINEER: Klima Weeks Civil Engineering, Inc. c/o Selby Weeks, P.E.
LOCATION: 1480 and 1520 West Orange Blossom Trail
PARCEL ID NUMBER: 05-21-28-0000-00-025
EXISTING USE: Urgent Care on Lot 1; Lots 2 and 3 are vacant
FLUM DESIGNATION: Commercial
ZONING: C-C (Community Commercial)
PROPOSED DEVELOPMENTS: 3 lots with access easements
TRACT SIZE: 4.48 +/- acres
LAND DEVELOPMENT CODE: 1993 Land Development Code

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

PLANNING COMMISSION – AUGUST 13, 2019
LEGACY STATION – PLAT
PAGE 2

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (State)	Public Right-of-Way (ROW)	ROW	SR 441
East (City)	Commercial	C-C (Community Commercial)	Hotel and Restaurant
South (County and City)	Industrial and Residential Low	IND-4 (Heavy Industrial District) and RSF-1B (Residential Single-Family– Large Lot)	Railroad and Single Family Residential Subdivision
West (City)	Commercial	C-C (Community Commercial)	Multi-tenant Retail Center and Retention Pond

PROJECT SUMMARY: This is a request to approve the Legacy Station – Plat, which proposes the division of two lots into three separate lot. Lot 1 has been approved for an urgent care center, Apopka Medical Office Building – Final Development Plan. The final development plan was approved on September 10, 2018. The site plans was prepared with consideration to a future creation of three lots.

ACCESS/TRANSPORTATION: Each lot will have access to U.S. 441 via an access easement depicted on the plat. Additional access easements will be provided to property owners of Lots 2 and 3 for the maintenance of the master stormwater pond.

STORMWATER: The stormwater management system includes one on-site master retention area, on the southern portion of the subdivision. The stormwater pond designs meet the City’s Land Development Code requirements for the Lot 1 development and will be modified as future developments occur.

PUBLIC HEARING SCHEDULE:

August 13, 2019 - Planning Commission (5:30 pm)

August 21, 2019 - City Council (7:00 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Legacy Station – Plat, finding it consistent with the approved Apopka Medical Building – Final Development Plan.

Recommended Motion: Find the Legacy Station – Plat consistent with the Land Development Code and recommend approval of the Plat, subject to the approved Apopka Medical Building – Final Development Plan and findings of this staff report.

Planning Commission role: The role of the Planning Commission for this development application is to advise the City Council to approve or deny the Plat based on consistency with the Comprehensive Plan and Land Development Code, and the approved Apopka Medical Building – Final Development Plan.

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

PLANNING COMMISSION – AUGUST 13, 2019
LEGACY STATION – PLAT
PAGE 3

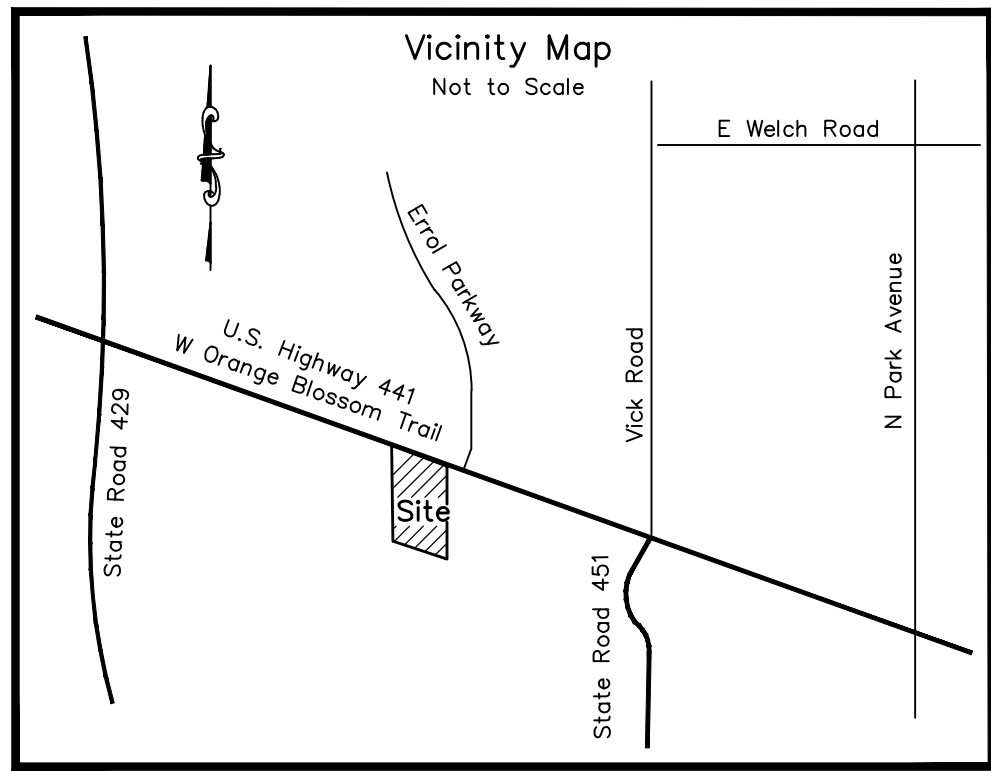
Owner: 1520 West Orange Blossom, LLC c/o Raul Socarras, P.A.
Applicant: Raul Socarras, P.A. c/o Selby Weeks, P.E.
Engineer: Klima Weeks Civil Engineering, Inc., c/o Selby G. Weeks, P.E.
Parcel I.D. #s: 05-21-28-0000-00-074 and 05-21-28-0000-00-008
Location: 1480 and 1520 West Orange Blossom Trail
Total Acreage: 4.48 acres +/-

VICINITY MAP



AERIAL MAP





Legacy Station

City of Apopka, Orange County, Florida

Section 5, Township 21 South, Range 28 East

Property Description

The East 325.31 feet of the West 558 feet of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 21 South, Range 28 East, Orange County, Florida, lying South of U.S. Highway 441 and North of Seaboard System Railroad Right-of-Way.

AND

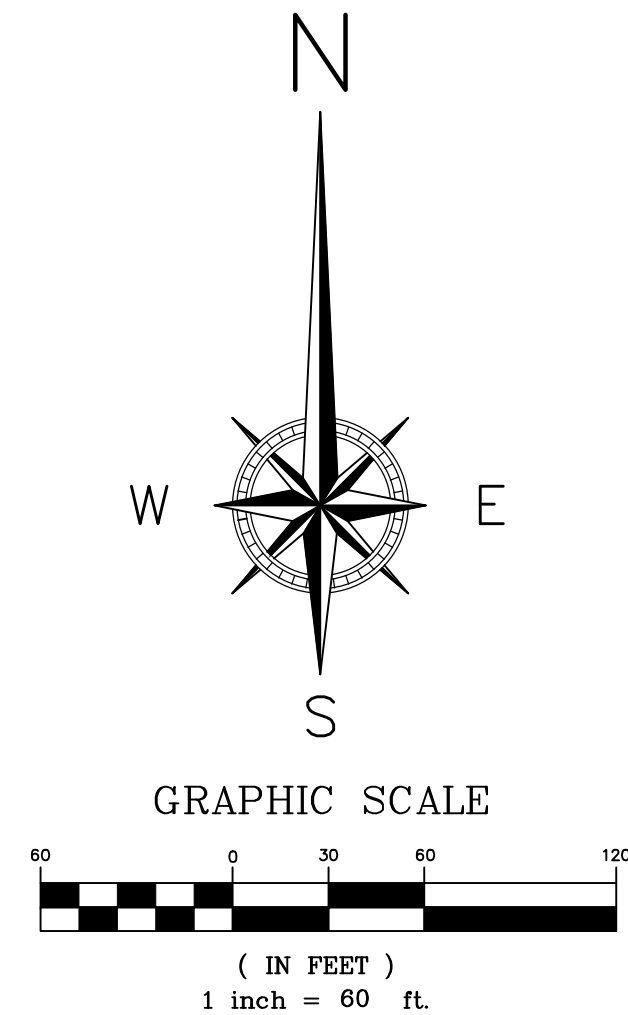
Commencing 483 feet North of the South 1/4 corner of Section 5, Township 21 South, Range 28 East, Orange County, Florida, run N. 65° W., along the south Right-of-Way line of U.S. Highway 441, a distance of 822.4 feet for a POINT OF BEGINNING, thence run Southerly parallel with the East line of the Southwest 1/4 of Section 5, to the North line of Seaboard Systems Railroad, thence run Northwesterly along Seaboard Systems Railroad a distance of 31 feet more or less to the East line of the West 558 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 5, thence Northerly parallel with the West line of said Southeast 1/4 of the Southwest 1/4 a distance of 508.21 feet to the South Right-of-Way line of U.S. Highway 441, thence run S. 65° E., 33 feet, more or less to the Point of Beginning.

Also described as:

A parcel of land being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 21 South, Range 28 East, Orange County, Florida, more particularly described as follows:

COMMENCE at the South 1/4 corner of Section 5, Township 21 South, Range 28 East, Orange County, Florida, thence North 00°03'18" East, along the East line of the Southwest 1/4 of said Section 5, a distance of 482.33 feet to the South right of way line of U.S. Highway 441 (State Road 500), a 163.00 foot wide right of way per Florida Department of Transportation Right of Way Map Section 7502.105; thence North 65°59'32" West, along said South right of way line, a distance of 822.40 feet to the POINT OF BEGINNING; thence, departing said South right of way line, South 00°03'18" West, along a line that is parallel with the East line of Southwest 1/4 of said Section 5, a distance of 502.52 feet to the North right of way line of Seaboard Systems Railroad, a 100.00 foot wide railroad right of way, thence North 79°16'29" West, along the North right of way line of said Seaboard Systems Railroad, a distance of 347.32 feet to a point on the West line of the East 325.31' of the West 558.00' of the Southeast 1/4 of the Southwest 1/4 of said Section 5; thence North 00°08'46" East, along said West line, a distance of 589.42 feet to the South right of way line of said U.S. Highway 441; thence South 65°59'32" East, along the South right of way line of said U.S. Highway 441, a distance of 372.45 feet to the POINT OF BEGINNING.

Contains 4.273 acres, more or less.



Notes

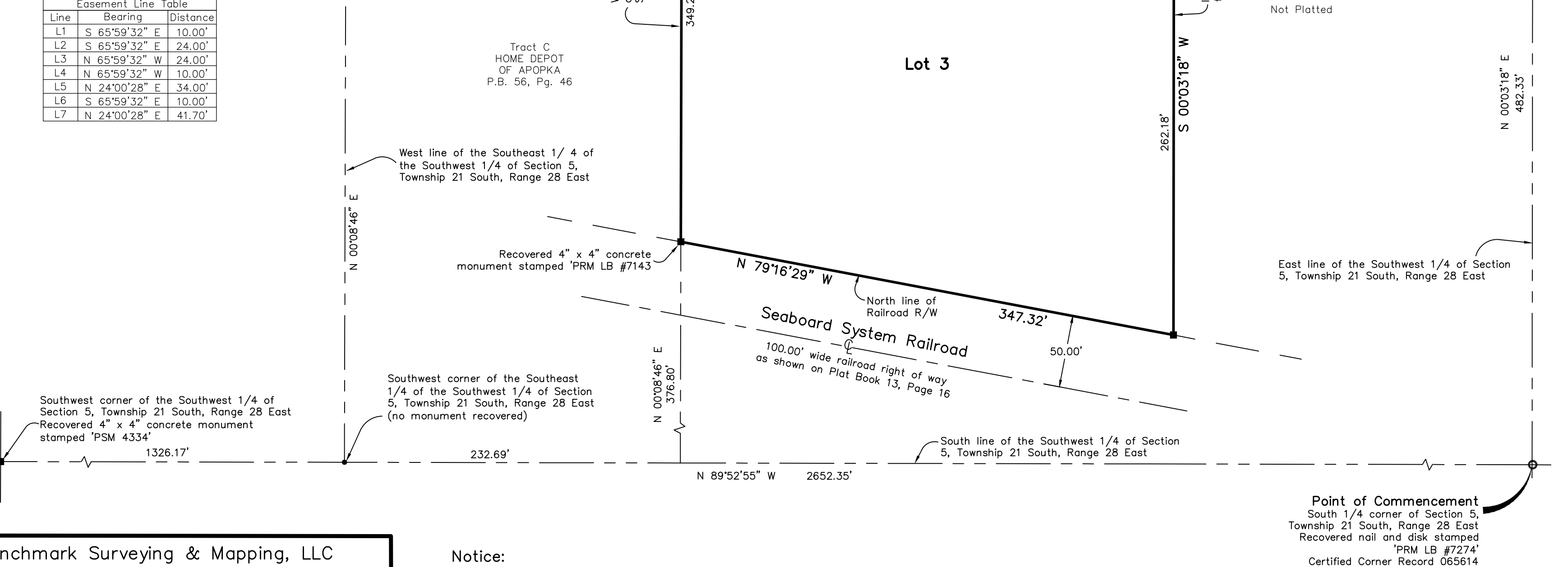
- Bearings shown hereon are based on the East line of Southwest 1/4 of Section 5, Township 21 South, Range 28 East, Orange County, Florida being assumed as North 00°03'18" East.
- The lands described on this plat is subject to that certain Declaration of Easements, Covenants and Restrictions for Legacy Station as recorded in Official Records Book _____, Page _____ of the Public Records of Orange County, Florida.
- The Access Easement shown on Lot 2 is a perpetual, non-exclusive private easement for the benefit of the owners of Lots 1 and 3 for vehicular and pedestrian ingress and egress purposes.

Abbreviations and Legend

- FDOT denotes Florida Department of Transportation
- R/W denotes right of way
- O.R. denotes Official Records Book
- P.B. denotes Plat Book
- Pg. denotes Page
- PRM denotes permanent reference monument
- PSM denotes Professional Surveyor and Mapper
- LB denotes Licensed Business

- denotes Set 4" x 4" concrete monument and disk stamped 'PRM - PSM 5205', unless otherwise noted
- denotes set 5/8" iron rod with plastic cap or nail and disk stamped 'PSM 5205'
- ⊕ denotes centerline

Easement Line Table		
Line	Bearing	Distance
L1	S 65°59'32" E	10.00'
L2	S 65°59'32" E	24.00'
L3	N 65°59'32" W	24.00'
L4	N 24°00'28" E	10.00'
L5	N 24°00'28" E	34.00'
L6	S 65°59'32" E	10.00'
L7	N 24°00'28" E	41.70'



Benchmark Surveying & Mapping, LLC

Certificate of Authorization Number - LB-7874

Post Office Box 771065, Winter Garden, Florida 34777-1065

3110 Red Fox Run, Kissimmee, Florida 34746

(407) 654-6183

www.benchmarksurveyingandmapping.com

Notice:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

PLAT
BOOK

PAGE

Legacy Station DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being the owner in fee simple of a portion of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and no part of this plat is dedicated to the public.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the officer named below on _____

1520 West Orange Blossom, LLC, a Florida limited liability company

By: _____

Print name: _____ Title: _____

Signed in the presence of:

Sign Name: _____ Sign Name: _____

Print Name: _____ Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ of 1520 West Orange Blossom, LLC, a Florida limited liability company on behalf of the company. He [is personally known to me] [has produced _____ as identification]

Notary Signature _____

Printed Notary Name _____

Commission # _____

Expiration Date _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being the owner in fee simple of a portion of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and no part of this plat is dedicated to the public.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the officer named below on _____

Urgent Care Developers of Apopka, LLC, a Florida limited liability company

By: _____

Print name: _____ Title: _____

Signed in the presence of:

Sign Name: _____ Sign Name: _____

Print Name: _____ Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ of Urgent Care Developers of Apopka, LLC, a Florida limited liability company on behalf of the company. He [is personally known to me] [has produced _____ as identification]

Notary Signature _____

Printed Notary Name _____

Commission # _____

Expiration Date _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and Professional Land Surveyor, does hereby certify that on September 8, 2018, he completed the survey of said lands shown in the foregoing plat and said survey was made under his responsible direction and that the permanent reference monuments have been placed as required by Chapter 177, Florida Statutes; and that said land is located in the City of Apopka, Florida.

Signed _____ Date _____
Billy Joe Jenkins, Jr.
Florida Professional Surveyor and Mapper License Number 5205

Benchmark Surveying and Mapping, LLC
Certificate of Authorization Number 7874
3110 Red Fox Run, Kissimmee, Florida 34746
P.O. Box 771065, Winter Garden, Florida 34777-1065

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on _____ the City Council approved the foregoing plat.

Mayor _____ Date _____

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined and approved: _____ Date _____
City Engineer

CERTIFICATE OF APPROVAL BY THE DEVELOPMENT REVIEW BOARD

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Apopka Land Development Review Committee

By: _____
Chairman

CERTIFICATE OF REVIEW BY CITY SURVEYOR

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

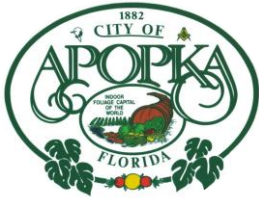
Signed: _____ Date: _____
Printed name: Ralph A. Nieto, P.S.M.
NIETO WHITTAKER SURVEYING, LLC
Registration Number 6025

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on _____ as File No. _____

County Comptroller in and for Orange County, Florida.

By: _____



CITY OF APOPKA PLANNING COMMISSION

☐ PUBLIC HEARING
☐ SITE PLAN
☐ SPECIAL REPORTS
☒ OTHER: Plat

MEETING OF: August 13, 2019
FROM: Community Development
EXHIBITS: Vicinity Map
Final Development Plan
Plat

SUBJECT: PLAT – THE OAKS AT KELLY PARK RESIDENTIAL SUBDIVISION

REQUEST: RECOMMEND APPROVAL OF THE PLAT FOR THE OAKS AT KELLY PARK RESIDENTIAL SUBDIVISION

SUMMARY:

OWNER: Landco Development Group, LLC
APPLICANT: Geoffrey L. Summitt, P.E.
LOCATION: 2309 and 2405 W. Kelly Park Road
PARCEL ID NUMBERS: 07-20-28-0000-00-011, 07-20-28-0000-00-048
EXISTING USE: Vacant
FLUM DESIGNATIONS: Mixed Use Interchange
CURRENT ZONING: KPI-MU (Kelly Park Interchange Mixed-Use), Neighborhood character zone
PROPOSED DEVELOPMENT: 124 single family homes
TRACT SIZE: 39.47 +/- acres
APPLICABLE LDC: Kelly Park Interchange Form Based Code

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Rural 1/2	P-D Rainbow Ridge PD/LUP, AG	Vacant, agricultural uses
East (County)(City)	Rural	A-1, A-1(ZIP)	Agricultural uses, single- family uses
South (City)	Residential Very Low Suburban	R-1AAA	Agricultural uses
West (County)	Rural	P-D Rainbow Ridge PD/LUP	Vacant

PROJECT INFORMATION: The applicant is requesting approval of a Plat for 124 single family homes on 39.47 acres. The property is zoned Kelly Park Interchange Mixed-Use (KPI-MU), with a Neighborhood character zone overlay. A Master Plan/Preliminary Development Plan was approved for the development on March 20, 2019. The Plat is consistent with the approved Master Plan/Preliminary Development Plan, and Final Development Plan.

The subject property is comprised of two parcels and is located at 2309 and 2405 W. Kelly Park Road, approximately three-quarters of a mile east of the intersection of Kelly Park Road and Plymouth-Sorrento Road. The property is located within the one-mile radius from the SR 429/Kelly Park Road interchange.

Development Profile:

No. of residential lots: 124 single family homes

Minimum lot width: 55 feet

Minimum lot depth: 120 feet

Minimum lot size: 6,600 square feet (FBC has no minimum lot size)

Minimum house livable area: 1,600 square feet

Setbacks:

Front: 20-feet

Rear: 20-feet

Side: 5-feet

Garage: Same as front

Parking: Two space per house within the lot (enclosed or exterior; FBC does not require enclosed parking), on-street parking provided

Proposed Density: 3.14 du/ac

Max. Density Allowed: 5 du/acre

Project Use: The Plat details the construction of a subdivision that consists of 124 single family homes on 55-foot by 120-foot wide lots and a minimum living area of 1,600 square feet. There are no minimum and maximum lot size and living area requirements in the Form Based Code. The surrounding properties consist of single-family residential and agricultural uses.

Access: Access to the site is proposed via Kelly Park Road. A dedication of a 15-foot wide strip for future right-of-way needs for Kelly Park Road is detailed on the Plat. Within this strip, a 12-foot wide bicycle trail will be constructed by the developer. Internal roadways are public and are provided within a 60-foot wide right-of-way. A stub-out is provided between lots 94 and 112 to allow a roadway connection to the property to the west at such time it develops.

Stormwater and Infrastructure: The master stormwater pond, which is designed to serve the entire development is located in the northeastern corner of the site. A performance bond shall be provided to the City for all off-site improvements prior to any clearing or grading activity, and a building permit (other than model homes) shall not be issued until all off-site improvements are completed.

Recreation/Open Space/Buffer: In accordance with the requirements of the Form Based Code, 20-percent of the total site area is required to remain as open space. Consistent with the approved Master Plan/Preliminary Development Plan, 28-percent of the site is reserved as open space. Common recreation elements include a clubhouse with a pool, an internal trail system, and passive open space/recreation areas. The developer will provide a 12-foot wide multi-purpose trail along the portion of the development abutting Kelly Park Road to help facilitate the construction of the regional trail system that is conceptually proposed within the Kelly Park Form Based Code area.

SCHOOL CAPACITY REPORT: The developer has obtained a school concurrency mitigation agreement with Orange County Public Schools to address school impacts generated by this residential development. The location is served by the following schools: Zellwood Elementary, Wolf Lake Middle, and Apopka High School.

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

PUBLIC HEARING SCHEDULE:

August 13, 2019 - Planning Commission (5:30 pm)
September 4, 2019 – City Council (1:30 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of The Oaks at Kelly Park Plat.

Recommended Motion: Find the proposed Plat consistent with the Comprehensive Plan, the Land Development Code, and approved Master Plan/Preliminary Development Plan, and recommend approval of The Oaks at Kelly Park Plat, subject to final review by the City Surveyor and City Engineer prior to recording the plat. Subject to the findings of the Staff Report.

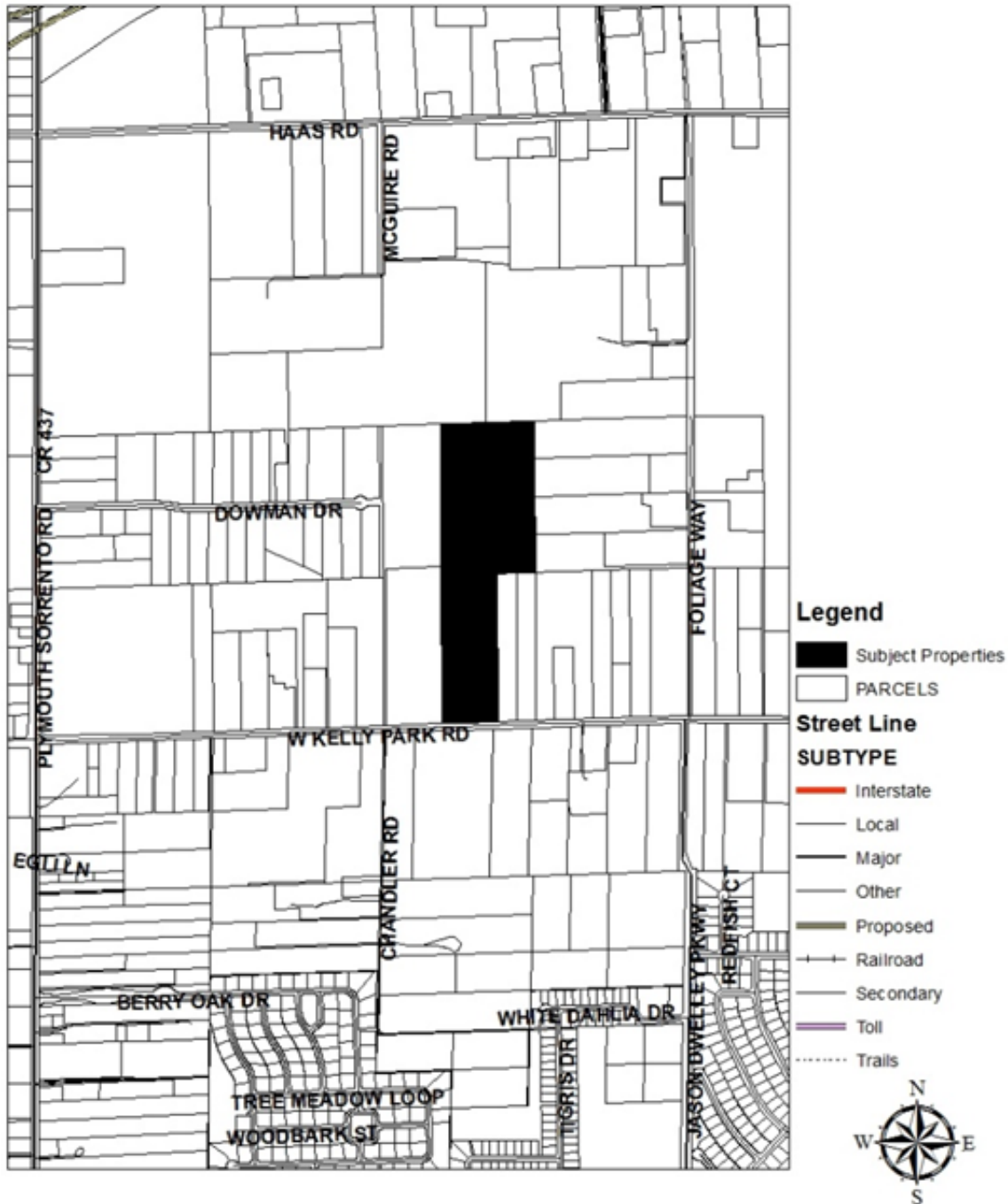
Planning Commission role: The role of the Planning Commission for this development application is to advise the City Council to approve or deny the Plat based on consistency with the Comprehensive Plan, Land Development Code, and approved Master Plan/Preliminary Development Plan.

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

Project: SPRINGS RIDGE GARDENS
Owned by: LANDCO DEVELOPMENT GROUP, LLC
Location: 2309 and 2405 W. Kelly Park Road
Parcel ID#s: 07-20-28-0000-00-048, 07-20-28-0000-00-011



VICINITY MAP



OAKS AT KELLY PARK
A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 1 OF 4

PLAT BOOK PAGE

Legal Description

Parcel 1
The East 1/3 of the West 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 07, Township 20 South, Range 28 East, Orange County, Florida.

Together With

Parcel 2
The Northwest 1/4 of the Southeast 1/4, less and except the West 503.05 feet thereof; and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 28 East, Orange County, Florida, less and except the West 503.05 feet thereof.

Parcel 1 and Parcel 2 being more particularly described as follows:

A parcel of land lying within the Southeast 1/4 of Section 7, Township 20 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast quarter (1/4) of said Section 7; thence N88°06'27"E along the South line of the Southeast quarter (1/4) of said Section 7 for 504.10 feet; thence departing said South line run N01°53'33"W for 30.00 feet to a point on the North right-of-way line of Kelly Park Road per the County Deed recorded in Official Records Book 10606, Page 8543 of the Public Records of Orange County, Florida, and a point on the East line of the West 503.05 feet of the Southeast quarter (1/4) of said Section 7, said point also being the Point of Beginning; thence N00°16'28"W along said East line for 2614.93 feet to the North line of the Southeast quarter (1/4) of said Section 7; thence N88°05'22"E along said North line for 821.20 feet to a point on the East line of the Northwest quarter (1/4) of the Southeast quarter (1/4) of said Section 7; thence S00°17'05"E along said East line for 1322.59 feet to a point on the South line of the Northwest quarter (1/4) of the Southeast quarter (1/4) of said Section 7; thence S88°05'55"W along said South line for 331.17 feet to a point on East line of the West three-quarters (3/4) of the Southwest quarter (1/4) of the Southeast quarter (1/4) of said Section 7; thence S00°16'56"E along said East line for 1292.53 feet to a point on the aforesaid North right-of-way line of Kelly Park Road; thence S88°06'27"W along said North right-of-way line for 490.42 feet to the Point of Beginning.

Containing 39.469 acres (1,719,278 square feet), more or less.

NOTES:

- Bearings shown hereon are based on the South line of the Southeast 1/4 of Section 7-20-28 being a bearing of N88°06'27"E.
- All lot lines are radial, unless otherwise noted non-radial (N.R.)
- All platted utility easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
- Tract A is Right-of-Way and is hereby dedicated to the City of Apopka.
- Tracts B, C, D, E and H (Open Space Tracts) are hereby dedicated to THE OAKS AT KELLY PARK HOMEOWNERS ASSOCIATION, INC. (the "Association") and maintained according to the Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book _____, page _____ of the Public Records of Orange County, Florida and any supplements and/or amendments thereto (the "Declaration").
- Tract F (Drainage Tract) shall be owned by the Association and maintained according to the Declaration.
- Tract F (Drainage Tract) shall be covered by a drainage easement dedicated to the City of Apopka.
- Tract G (Lift Station Tract) shall be owned and maintained by the City of Apopka.
- Tracts I and J (ROW Dedication) are 15.00' public right-of-way that shall be dedicated to the City of Apopka.

LEGEND

CL = CENTERLINE
R = RADIUS
Δ = CENTRAL ANGLE
L = ARC LENGTH
CH = CHORD LENGTH
CB = CHORD BEARING
TB=TANGENT BEARING
(N.R.) = NON-RADIAL
N.T. = NON-TANGENT
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
R.P. = RADIUS POINT
P.C.C. = POINT OF COMPOUND CURVATURE
P.R.C. = POINT OF REVERSE CURVATURE
P.I. = POINT OF INTERSECTION
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
C.E. = CONSERVATION EASEMENT
D.E. = DRAINAGE EASEMENT
P.D.E. = PRIVATE DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
D.U.E. = DRAINAGE EASEMENT AND UTILITY EASEMENT
R/W = RIGHT-OF-WAY
C.C.R. = CERTIFIED CORNER RECORD
NGVD = NATIONAL GEODETIC VERTICAL DATUM OF 1929
NAVD = NORTH AMERICAN VERTICAL DATUM OF 1988
NO. = NUMBER
PB. = PLAT BOOK
ORB. = OFFICIAL RECORDS BOOK
PGS. = PAGES
DOC # = OFFICIAL RECORD DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

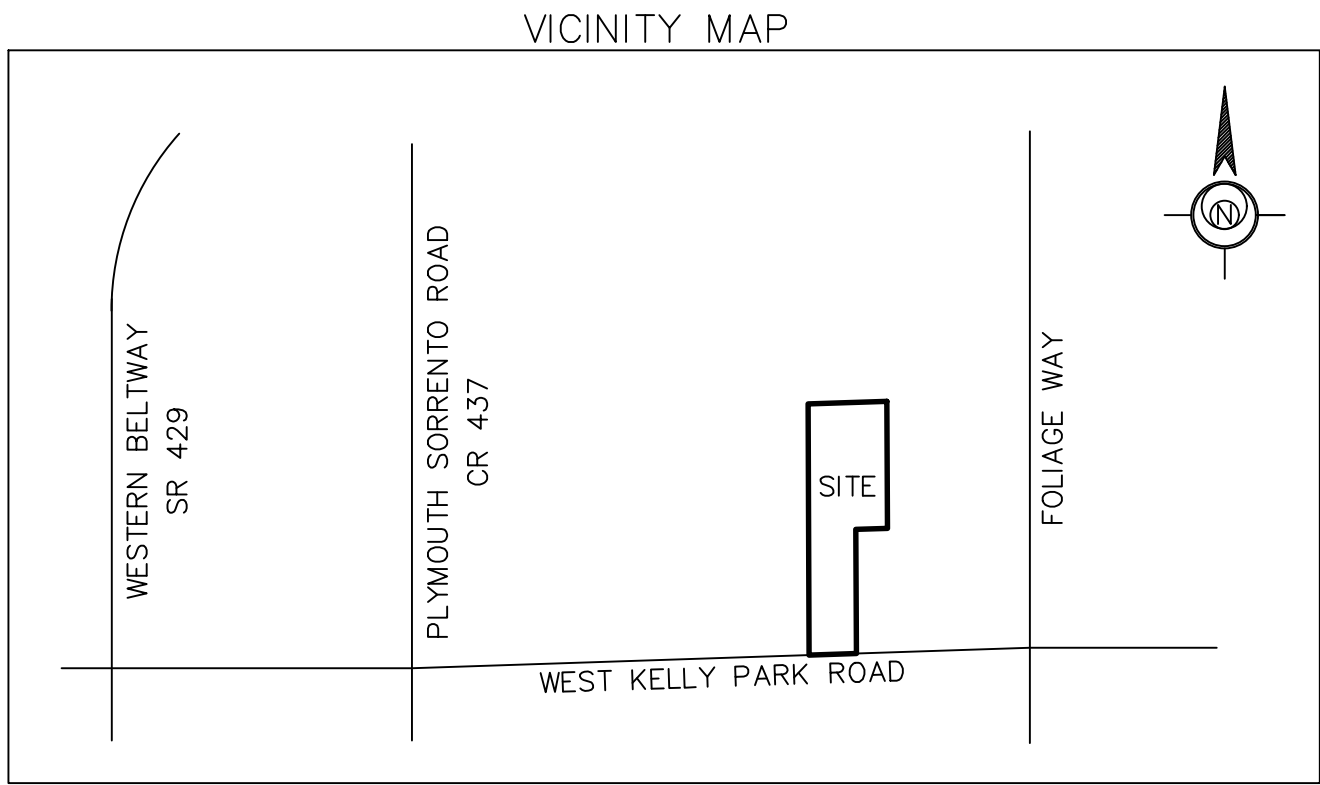
- = SET 4"x4" CONCRETE MONUMENT WITH NAIL AND DISK STAMPED "ESE LB 7508"
- = SET NAIL AND DISK STAMPED "ESE LB 7508"

Index of Sheets

Sheet 1 - Dedication, Notes, Legend and Legal Description

Sheet 2 - Key Map

Sheets 3-4 - Detail Sheets



(NOT TO SCALE)

ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
ESE Consultants, Inc.
2966 Commerce Park Drive • Suite 100 • Orlando, FL 32819
T: 407-345-6050
(LB #7508)

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

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

Noah Catha
Professional Survey and Mapper
Florida Certificate No. 6873

ESE Consultants, Inc.
2966 Commerce Park Drive
Suite 100
Orlando, FL 32819
Certificate No. 7508

Date

CERTIFICATE OF SURVEYOR REVIEW FOR THE CITY

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

Date

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

OAKS AT KELLY PARK

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the limited partnership named below, being the owner in fee simple of all the lands described in the foregoing caption to the plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates Tract F (Drainage), utility easements and the streets to the perpetual use of the public.

Tract G (Lift Station), Tract A (Rights-of-Way), Tract I (ROW Dedication), and Tract J (ROW Dedication) are hereby dedicated in fee simple to the City of Apopka without any restriction whatsoever. City ownership of these tracts and any improvements thereon vest upon approval of this plat by the City Council of the City of Apopka. Recording of this plat shall act as conveyance to the City and no further instrument shall be necessary to vest fee simple title as aforementioned.

IN WITNESS WHEREOF, the undersigned, TOLL SOUTHEAST LP COMPANY, INC., a Delaware corporation, has caused these present to be executed and acknowledged by its undersigned Officer thereunto duly authorized on this _____ day of _____ 2019.

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware corporation

Signature of Witness

Printed Name of Witness

By:

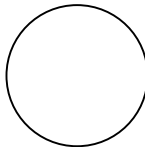
Signature of Witness

Name

Printed Name of Witness

Title

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day, before me personally appeared _____, for TOLL SOUTHEAST LP COMPANY, INC., a Delaware corporation, who is () personally known to me or () produced _____ as identification, and did/did not take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized.

WITNESS my hand and official seal this _____ day of _____ 2019.

Signature of Notary Public

Printed Name of Notary Public

Notary Public in and for the State of Florida

My Commission Expires: _____

Commission Number: _____

CERTIFICATE OF APPROVAL BY
CITY ENGINEER

Examined
and
Approved

City Engineer

Date

CERTIFICATE OF APPROVAL BY
PLANNING COMMISSION

Examined
and
Approved

Chairman

Date

CERTIFICATE OF APPROVAL BY
CITY COUNCIL

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the City Council of the City of Apopka, Orange County, Florida.

Mayor of Apopka, Bryan Nelson Date

Attest:

City Clerk, Linda F. Goff Date

CERTIFICATE OF COUNTY COMPTROLLER

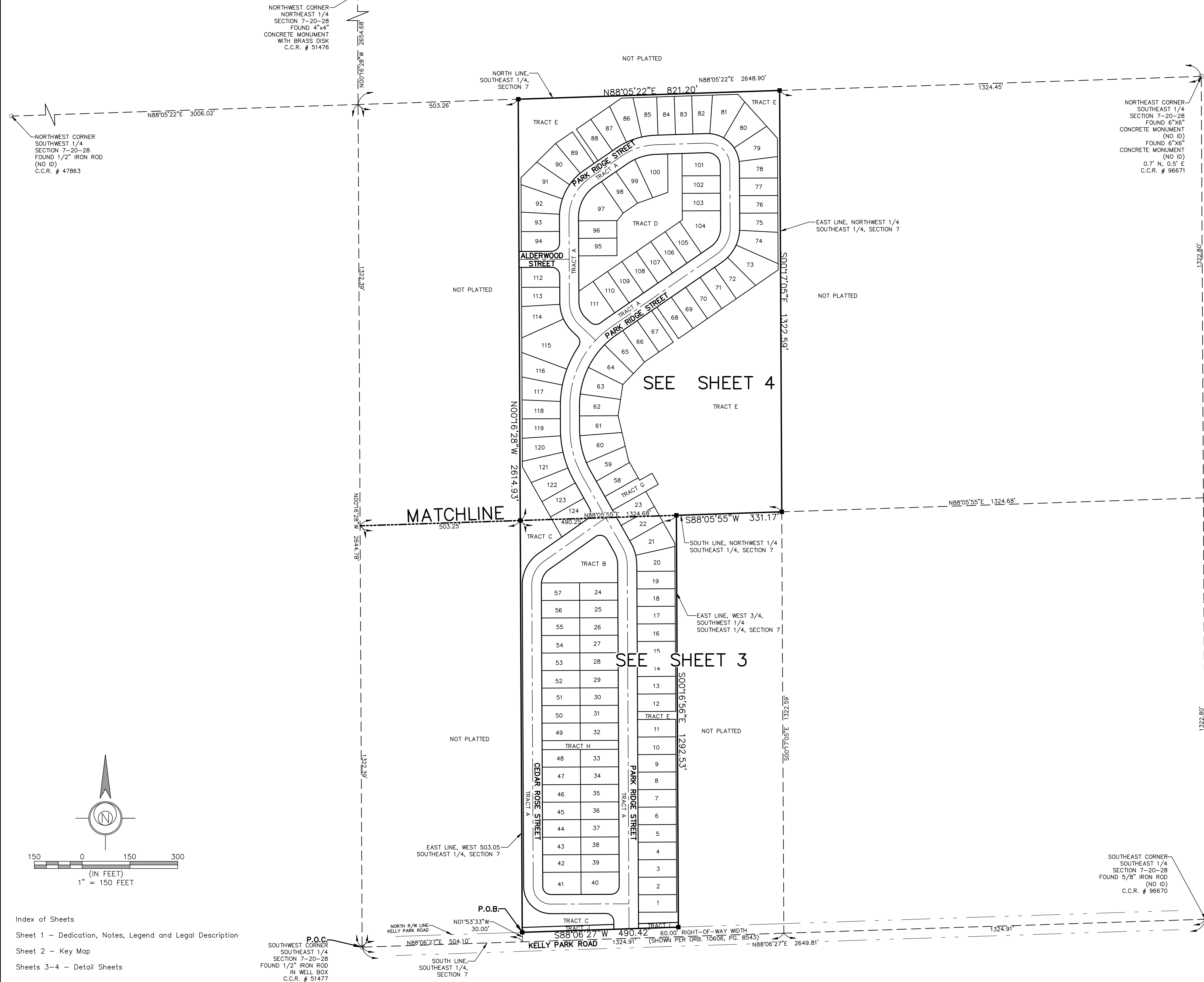
I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records on _____ as DOC # _____

County Comptroller in and for Orange County, Florida

By: _____

OAKS AT KELLY PARK

A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA



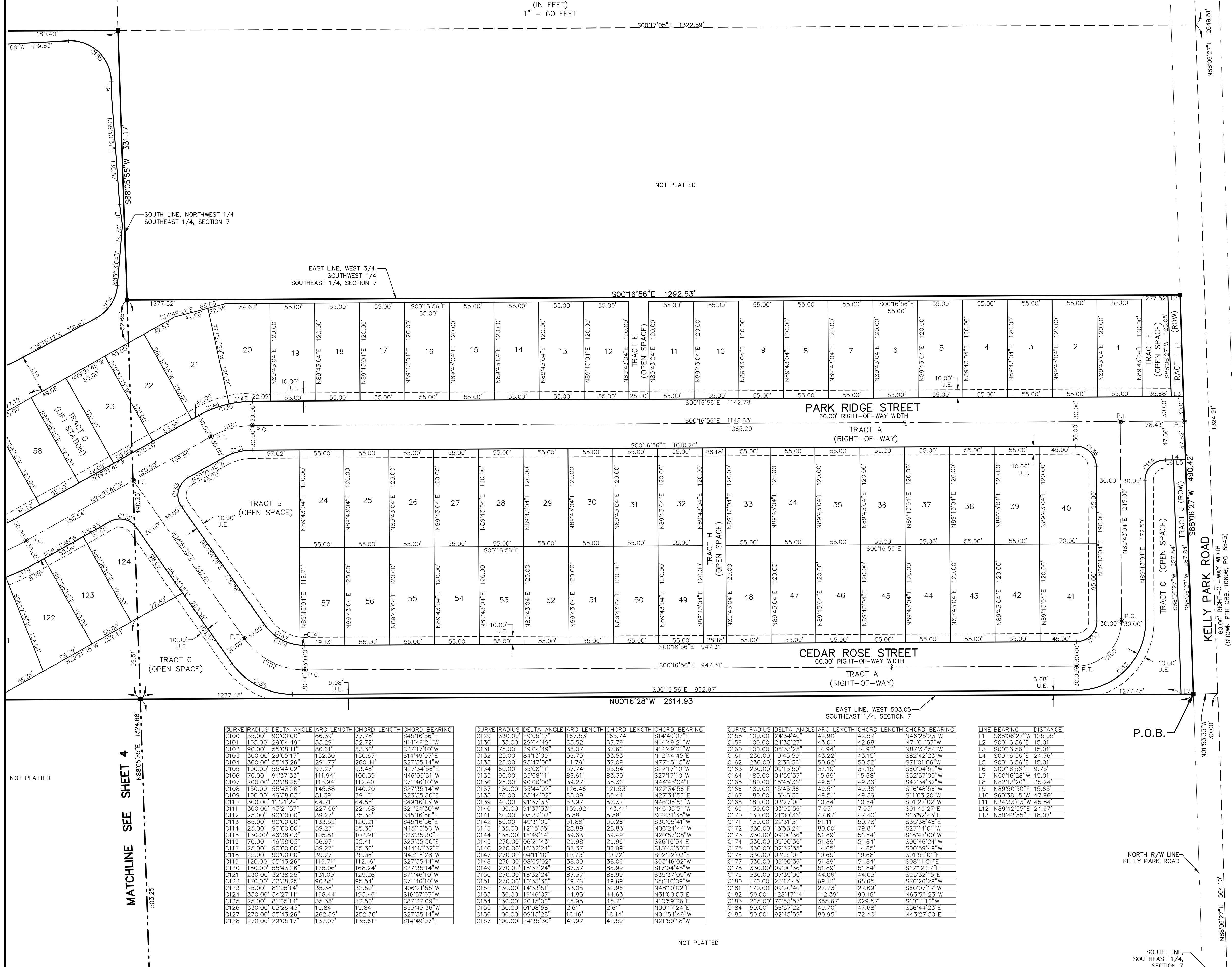
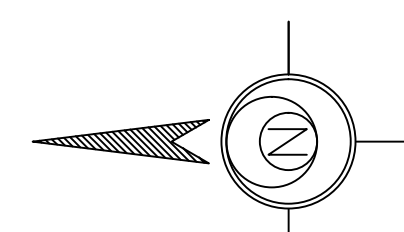
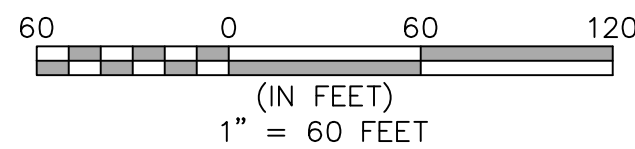
OAKS AT KELLY PARK
A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

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CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C100	55.00'	90°00'00"	86.39'	77.78'	S45°16'56"E
C101	105.00'	29°04'49"	53.29'	52.72'	N14°49'21"W
C102	90.00'	55°08'11"	86.61'	83.30'	S27°17'10"W
C103	300.00'	29°05'17"	152.30'	150.67'	S14°49'07"E
C104	300.00'	55°43'26"	291.77'	280.41'	S27°35'14"W
C105	100.00'	55°44'02"	97.27'	93.48'	N27°34'56"E
C106	70.00'	91°37'33"	111.94'	100.39'	N46°05'51"W
C107	200.00'	32°38'25"	113.94'	112.40'	S71°46'10"W
C108	150.00'	55°43'26"	145.88'	140.20'	S27°35'14"W
C109	100.00'	46°38'03"	81.39'	79.16'	S23°35'30"E
C110	300.00'	12°21'29"	64.71'	64.58'	S49°16'13"W
C111	300.00'	43°21'57"	227.06'	221.68'	S21°24'30"W
C112	25.00'	90°00'00"	39.27'	35.36'	S45°16'56"E
C113	45.00'	90°00'00"	133.52'	120.21'	S45°16'56"E
C114	25.00'	90°00'00"	39.27'	35.36'	N45°16'28"W
C115	130.00'	46°38'03"	105.81'	102.91'	S23°35'30"E
C116	70.00'	46°38'03"	56.97'	55.41'	S23°35'30"E
C117	25.00'	90°00'00"	39.27'	35.36'	N45°16'28"W
C118	25.00'	90°00'00"	39.27'	35.36'	N45°16'28"W
C119	120.00'	55°43'26"	116.71'	112.16'	S27°35'14"W
C120	180.00'	55°43'26"	175.06'	168.24'	S27°35'14"W
C121	230.00'	32°38'25"	131.03'	129.26'	S71°46'10"W
C122	170.00'	32°38'25"	96.85'	95.54'	S71°46'10"W
C123	25.00'	81°05'14"	35.38'	32.50'	N06°21'55"W
C124	330.00'	34°27'11"	198.44'	195.46'	S16°57'07"W
C125	25.00'	81°05'14"	35.38'	32.50'	S87°27'09"E
C126	330.00'	03°26'43"	19.84'	19.84'	S33°43'36"W
C127	270.00'	55°43'26"	282.59'	252.36'	S27°35'14"W
C128	270.00'	29°05'17"	137.07'	135.61'	S14°49'07"E

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C129	330.00'	29°05'17"	167.53'	165.74'	S14°49'07"E
C130	135.00'	29°04'49"	68.52'	67.79'	N14°49'21"W
C131	75.00'	29°04'49"	38.07'	37.66'	N14°49'21"W
C132	25.00'	84°13'00"	36.75'	33.53'	N12°44'45"E
C133	25.00'	95°47'00"	41.79'	37.09'	N77°15'15"W
C134	60.00'	55°08'11"	57.74'	55.54'	S27°17'10"W
C135	90.00'	55°08'11"	86.61'	83.30'	S27°17'10"W
C136	25.00'	90°00'00"	39.27'	35.36'	N44°43'04"E
C137	130.00'	55°44'02"	126.46'	121.53'	N27°34'56"E
C138	70.00'	55°44'02"	68.09'	65.44'	N27°34'56"E
C139	40.00'	91°37'33"	63.97'	57.37'	N46°05'51"W
C140	100.00'	91°37'33"	159.92'	143.41'	N46°05'51"W
C141	60.00'	05°37'02"	5.88'	5.88'	S02°31'35"W
C142	60.00'	49°31'09"	51.86'	50.26'	S30°05'41"W
C143	135.00'	12°15'35"	28.89'	28.83'	N06°24'44"W
C144	135.00'	16°49'14"	39.63'	39.49'	N20°57'08"W
C145	270.00'	08°21'43"	29.98'	29.96'	S26°10'54"E
C146	270.00'	18°32'24"	87.37'	86.99'	S13°43'50"E
C147	270.00'	04°11'10"	19.73'	19.72'	S02°22'03"E
C148	270.00'	08°05'02"	38.09'	38.06'	S03°46'02"W
C149	270.00'	18°32'24"	87.37'	86.99'	S17°04'45"W
C150	270.00'	18°32'24"	87.37'	86.99'	S35°37'09"W
C151	270.00'	04°11'10"	19.73'	19.72'	S02°22'03"E
C152	130.00'	14°33'51"	33.05'	32.96'	N48°10'02"E
C153	130.00'	19°46'07"	44.85'	44.63'	N31°00'03"E
C154	130.00'	20°15'06"	45.95'	45.71'	N10°59'26"E
C155	130.00'	01°08'58"	2.61'	2.61'	N00°17'24"E
C156	100.00'	09°15'08"	16.16'	16.14'	N04°54'49"W
C157	100.00'	24°35'30"	42.92'	42.59'	N21°50'18"W

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C158	100.00'	24°34'40"	42.90'	42.57'	N46°25'23"W
C159	100.00'	24°38'27"	43.01'	42.68'	N71°01'57"W
C160	100.00'	08°33'28"	14.94'	14.92'	N87°37'54"W
C161	230.00'	10°45'59"	43.22'	43.15'	S82°42'23"W
C162	230.00'	12°36'36"	50.62'	50.52'	S71°01'06"W
C163	230.00'	09°15'50"	37.19'	37.15'	S60°04'52"W
C164	180.00'	04°59'37"	15.69'	15.68'	S52°57'09"W
C165	180.00'	15°45'36"	49.51'	49.36'	S42°34'32"W
C166	180.00'	15°45'36"	49.51'	49.36'	S26°48'56"W
C167	180.00'	15°45'36"	49.51'	49.36'	S11°03'20"W
C168	180.00'	03°27'00"	10.84'	10.84'	S01°27'02"W
C169	130.00'	03°05'56"	7.03'	7.03'	S01°49'27"E
C170	130.00'	21°00'36"	47.67'	47.40'	S13°52'43"E
C171	130.00'	22°31'31"	51.11'	50.78'	S35°38'46"E
C172	330.00'	13°53'24"	80.00'	79.81'	S27°14'01"W
C173	330.00'	09°00'36"	51.89'	51.84'	S15°47'00"W
C174	330.00'	09°00'36"	51.89'	51.84'	S06°46'24"W
C175	330.00'	02°32'35"	14.65'	14.65'	S00°59'49"W
C176	330.00'	03°25'05"	19.69'	19.68'	S01°59'01"E
C177	330.00'	09°00'36"	51.89'	51.84'	S08°11'51"E
C178	330.00'	09°00'36"	51.89'	51.84'	S17°12'27"E
C179	330.00'	07°39'09"	44.06'	44.03'	S25°32'15"E
C180	170.00'	02°33'36"	69.12'	68.65'	S76°26'29"W
C181	170.00'	09°20'40"	27.73'	27.69'	S60°07'17"W
C182	50.00'	128°47'14"	112.39'	90.18'	N63°56'23"W
C183	265.00'	76°53'57"	355.67'	329.57'	S101°11'16"W
C184	50.00'	56°57'22"	49.70'	47.68'	S56°44'23"E
C185	50.00'	82°45'59"	80.95'	72.40'	N43°27'50"E

LINE	BEARING	DISTANCE
L1	S88°06'27"W	125.05'
L2	S00°16'56"E	15.01'
L3	S00°16'56"E	15.01'
L4	S00°16'56"E	24.76'
L5	S00°16'56"E	15.01'
L6	S00°16'56"E	9.75'
L7	N00°16'28"W	15.01'
L8	N82°13'20"E	28.24'
L9	N89°50'50"E	15.65'
L10	S60°38'15"W	47.96'
L11	N34°33'03"W	45.54'
L12	N89°42'55"E	24.67'
L13	N89°42'55"E	18.07'

NOT PLATTED

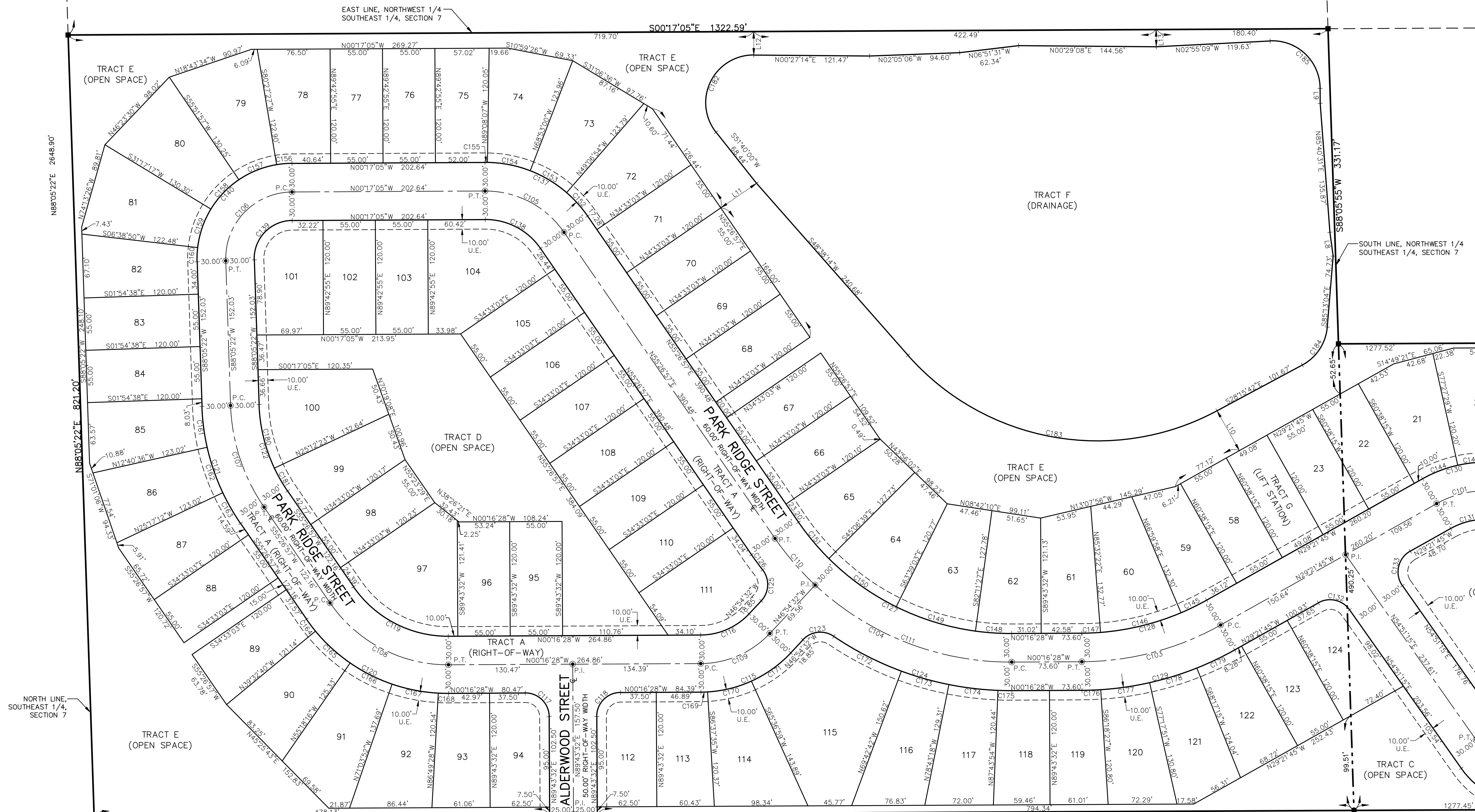
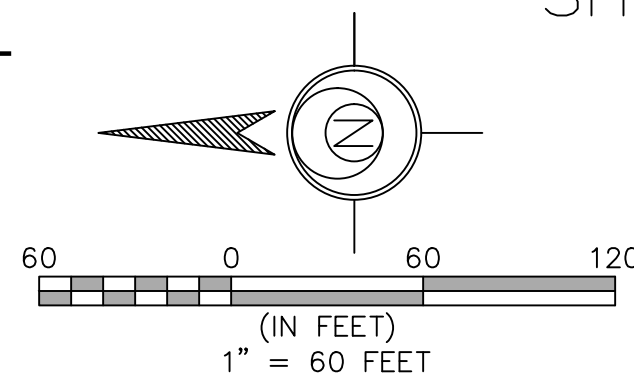
OAKS AT KELLY PARK
A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

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C122	170.00'	32°38'25"	98.85'	95.54'	S71°46'10"W
C123	25.00'	81°05'14"	35.38'	32.50'	N05°21'55"W
C124	330.00'	19°42'11"	198.44'	195.46'	S16°57'07"W
C125	25.00'	81°05'14"	35.38'	32.50'	S87°27'09"E
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C132	25.00'	84°13'00"	36.75'	33.53'	N12°44'45"E
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C142	60.00'	49°31'09"	51.86'	50.26'	S45°16'28"W
C143	135.00'	12°15'35"	28.89'	28.83'	N06°24'44"W
C144	135.00'	16°49'14"	39.63'	39.49'	N20°57'08"W
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C147	270.00'	04°11'10"	19.73'	19.72'	S02°22'03"E
C148	270.00'	08°05'02"	38.09'	38.06'	S03°46'02"W
C149	270.00'	18°32'24"	87.37'	86.99'	S17°04'45"W
C150	270.00'	18°32'24"	87.37'	86.99'	S35°37'09"W
C151	270.00'	10°33'36"	49.76'	49.69'	S50°10'09"W
C152	130.00'	14°33'51"	13.93'	13.93'	N48°10'02"E
C153	130.00'	19°46'07"	44.85'	44.63'	N31°00'03"E
C154	130.00'	20°15'06"	45.95'	45.71'	N10°59'26"E
C155	130.00'	01°08'58"	2.61'	2.61'	N00°17'24"E
C156	100.00'	09°13'28"	16.16'	16.14'	N04°54'49"W
C157	100.00'	24°35'30"	42.92'	42.59'	N21°50'18"W

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
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C162	230.00'	12°38'36"	50.62'	50.52'	S71°01'06"W
C163	230.00'	09°15'50"	37.19'	37.15'	S60°04'52"W
C164	180.00'	04°59'37"	15.69'	15.68'	S52°57'09"W
C165	180.00'	15°45'36"	49.51'	49.36'	S42°34'32"W
C166	180.00'	15°45'36"	49.51'	49.36'	S26°48'56"W
C167	180.00'	15°45'36"	49.51'	49.36'	S11°03'30"W
C168	180.00'	03°27'00"	10.84'	10.84'	S01°27'02"E
C169	130.00'	03°05'56"	7.03'	7.03'	S01°49'27"E
C170	130.00'	21°00'36"	47.67'	47.40'	S13°52'43"E
C171	130.00'	22°31'31"	51.11'	50.78'	S35°38'46"E
C172	330.00'	13°53'24"	80.00'	79.61'	S27°14'01"W
C173	330.00'	09°00'36"	51.89'	51.84'	S15°47'00"W
C174	330.00'	09°00'36"	51.89'	51.84'	S06°46'24"W
C175	330.00'	02°32'35"	14.65'	14.65'	S00°59'49"W
C176	330.00'	03°25'05"	19.69'	19.68'	S01°59'01"E
C177	330.00'	09°00'36"	51.89'	51.84'	S08°11'51"E
C178	330.00'	09°00'36"	51.89'	51.84'	S17°12'27"E
C179	330.00'	07°39'00"	44.06'	44.03'	S25°32'15"E
C180	170.00'	23°17'45"	69.12'	68.65'	S26°26'29"W
C181	170.00'	09°20'40"	27.73'	27.69'	S60°07'17"W
C182	50.00'	128°47'14"	112.39'	90.18'	N63°56'23"W
C183	265.00'	76°53'57"	355.67'	329.57'	S10°11'16"W
C184	50.00'	56°57'22"	49.70'	47.68'	S56°44'23"E
C185	50.00'	92°45'59"	80.95'	72.40'	N43°27'50"E

LINE	BEARING	DISTANCE
L1	S88°06'27"W	125.05'
L2	S00°16'56"E	15.01'
L3	S00°16'56"E	15.01'
L4	S00°16'56"E	24.76'
L5	S00°16'56"E	15.01'
L6	S00°16'56"E	9.75'
L7	N00°16'28"W	15.01'
L8	N82°13'20"E	25.24'
L9	N89°50'50"E	115.65'
L10	S60°38'15"W	47.96'
L11	N34°33'03"W	45.54'
L12	N89°42'55"E	24.67'
L13	N89°42'55"E	118.07'

NOT PLATTED

MATCHLINE SEE SHEET 3



www.GLSeng.com

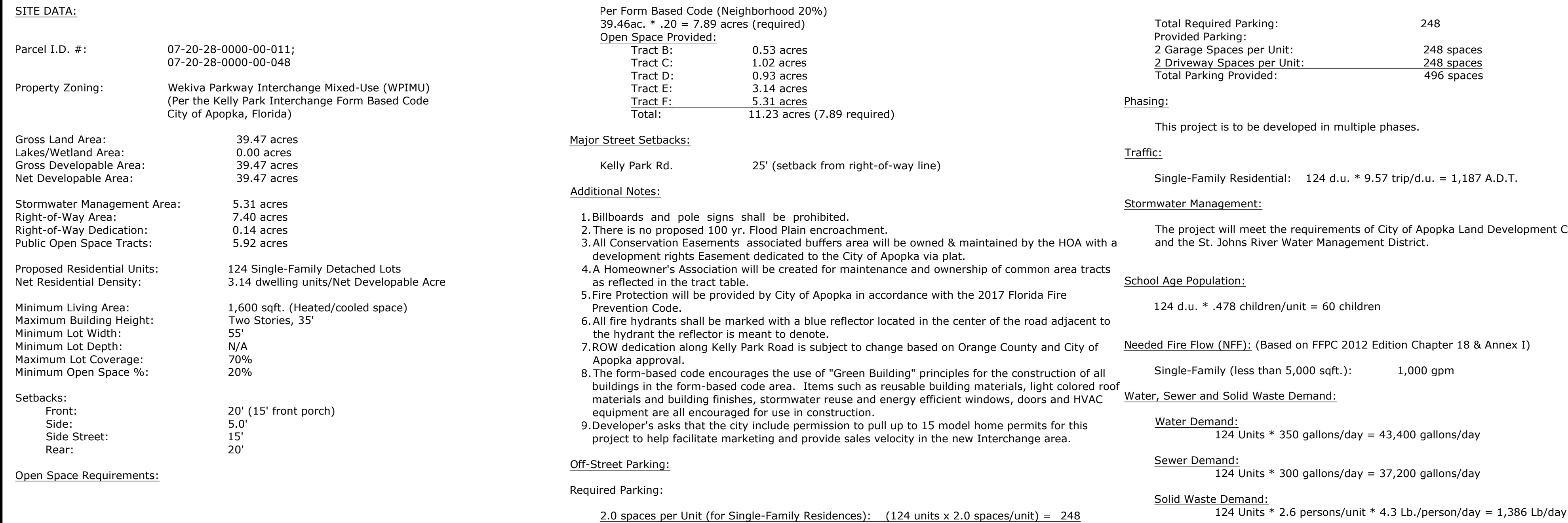
Final Development Plans

Plans not valid unless Signed,
Dated and Sealed below.

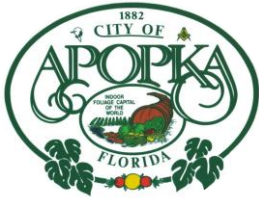
GEOFFREY L. SUMMITT, P.E.
Date: May 29, 2019
FL Registration #58775
Certificate of Authorization #29665

Revisions		
NO.	DATE	DESCRIPTION
1	7/26/2017	44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046

7 OF 47



TRACT TABLE				
TRACT LABEL	TRACT TYPE	Area (Ac.)	TRACT DEDICATED TO	EASEMENT DEDICATED TO
A	Rights-of-Way	7.40	City of Apopka	
B	Tot Lot/ Open Space Area	0.53	HOA	
C	Recreational Area/Open Space Tract	1.02	HOA	
D	Open Space	0.93	HOA	
E	Open Space Tract	3.03	HOA	
F	Drainage Tract	5.31	HOA	City of Apopka
G	Lift Station Tract	0.18	City of Apopka	
H	Open Space Tract	0.16	HOA	
I	ROW Dedication	0.04	City of Apopka	
J	ROW Dedication	0.10	City of Apopka	



CITY OF APOPKA PLANNING COMMISSION

____ PUBLIC HEARING
____ SITE PLAN
____ SPECIAL REPORTS
 X OTHER: Final Development Plan/Plat

MEETING OF: August 13, 2019
FROM: Community Development
EXHIBITS: Vicinity Map
Final Dev. Plan
Plat

SUBJECT: SHEELER POINTE SUBDIVISION – FINAL DEVELOPMENT PLAN AND PLAT

REQUEST: RECOMMEND APPROVAL OF THE SHEELER POINTE SUBDIVISION FINAL DEVELOPMENT PLAN AND PLAT

SUMMARY:

OWNER: First Pentecostal Church of Orlando, Inc.
APPLICANT: Timothy W. Schutz, P.E.
LOCATION: 1790 Grand Oak Drive
PARCEL ID NUMBER: 23-21-28-0000-00-003
EXISTING USE: Vacant
FLUM DESIGNATION: Low Density Residential (0-5 du/ac)
CURRENT ZONING: RSF-1B (Residential Single-Family – Large Lot) – R-1 (Residential Single-family district) per 1993 LDC
PROPOSED DEVELOPMENT: 5 single family homes
TRACT SIZE: 1.71 +/- acres
APPLICABLE LDC: 1993 Land Development Code

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North	Low Density Residential (0-5 du/ac)	PD (Planned Development)	Sheeler Oaks Phase 1 single-family residential subdivision
East	Low Density Residential (0-5du/ac)	PD (Planned Development)	Sheeler Oaks Phase 1 single-family residential subdivision
South	Low Density Residential (0-5 du/ac)	RSF-1A (Residential Single-Family-Estate)	Cowart Oaks single-family residential subdivision
West	Low Density Residential (0-5 du/ac)	RSF-1B (Residential Single-Family-Large Lot)	One story building used as WBZW-AM radio station transmitter

Project Use: The applicant has submitted a Final Development Plan (FDP) and Plat for consideration which details the development of 5 single-family units on 1.71 acres. The subject property is located at the northwest corner of the intersection of Sheeler Oaks Drive and Sheeler Avenue, specifically at 1790 Grand Oak Drive, and is accessed via Sheeler Oaks Drive and Grand Oak Drive through the Sheeler Oaks Phase 1 subdivision. A minimum lot size of 12,275 square feet is provided within the proposed subdivision. This project is being processed under the 1993 Land Development Code. As detailed in the R-1 zoning district standards of the 1993 Land Development Code, the minimum setbacks applicable to this project are:

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

All design elements are consistent with the R-1 zoning district standards as detailed in the 1993 Land Development Code.

Access: The only points of vehicular access into the proposed subdivision are via Sheeler Oaks Drive and Grand Oak Drive, which are both located within the Sheeler Oaks Phase 1 subdivision. There is an existing 4-foot wide sidewalk that is located along the Grand Oak Drive and Sheeler Oaks Drive frontages which allows pedestrian access onto Sheeler Avenue. Each lot will have access and frontage on Grand Oak Drive.

Stormwater: A stormwater retention area is not provided within this development. Stormwater will discharge into the Sheeler Oaks subdivision.

Recreation: According to Section 2.02.01.8.a of the 1993 Land Development Code, residential developments of 20 units or more are required to provide on-site recreational amenities. This development only consists of 5 dwelling units and is therefore exempt from providing recreational amenities.

Buffer/Tree Program: Oak and Pine trees constitute the majority of vegetation on site. All specimen trees are required to be replaced on site at a 1:1 ratio. The Land Development Code does not require a buffer when a residential development abuts another residential development. A buffer tract noted as Tract A is

provided which encompasses the existing wall and landscape buffer for the Sheeler Oaks subdivision is detailed on the plan. This buffer will be dedicated to the Sheeler Pointe homeowners association.

SCHOOL CAPACITY REPORT: According to Orange County Public Schools, the development is considered de minimis as it consists of five lots and is not subject to school concurrency.

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

PUBLIC HEARING SCHEDULE:

August 13, 2019 - Planning Commission, 5:30 pm

September 4, 2019 - City Council, 1:30 pm

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Sheeler Pointe Final Development Plan and Plat.

Recommended Motion: Find the Final Development Plan and Plat consistent with the Land Development Code, and recommend approval of the Sheeler Pointe Final Development Plan and Plat.

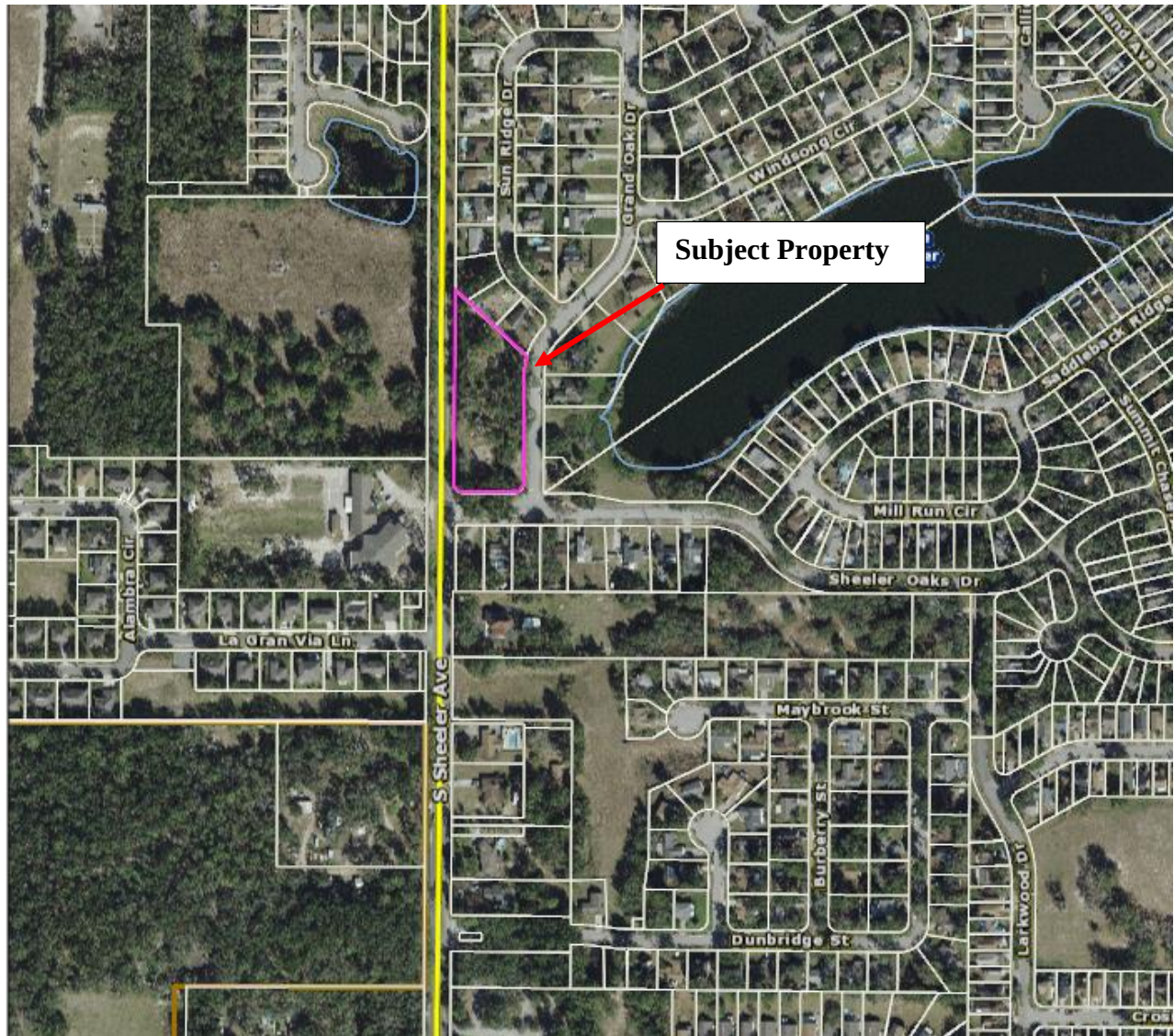
Planning Commission Role: The role of the Planning Commission for this development application is to advise the City Council to approve or deny based on consistency with the Comprehensive Plan and Land Development Code.

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

Project: SHEELER POINTE
Owned by: First Pentecostal Church of Orlando, Inc.
Location: 1790 Grand Oak Drive
Parcel ID#: 23-21-28-0000-00-003



VICINITY MAP

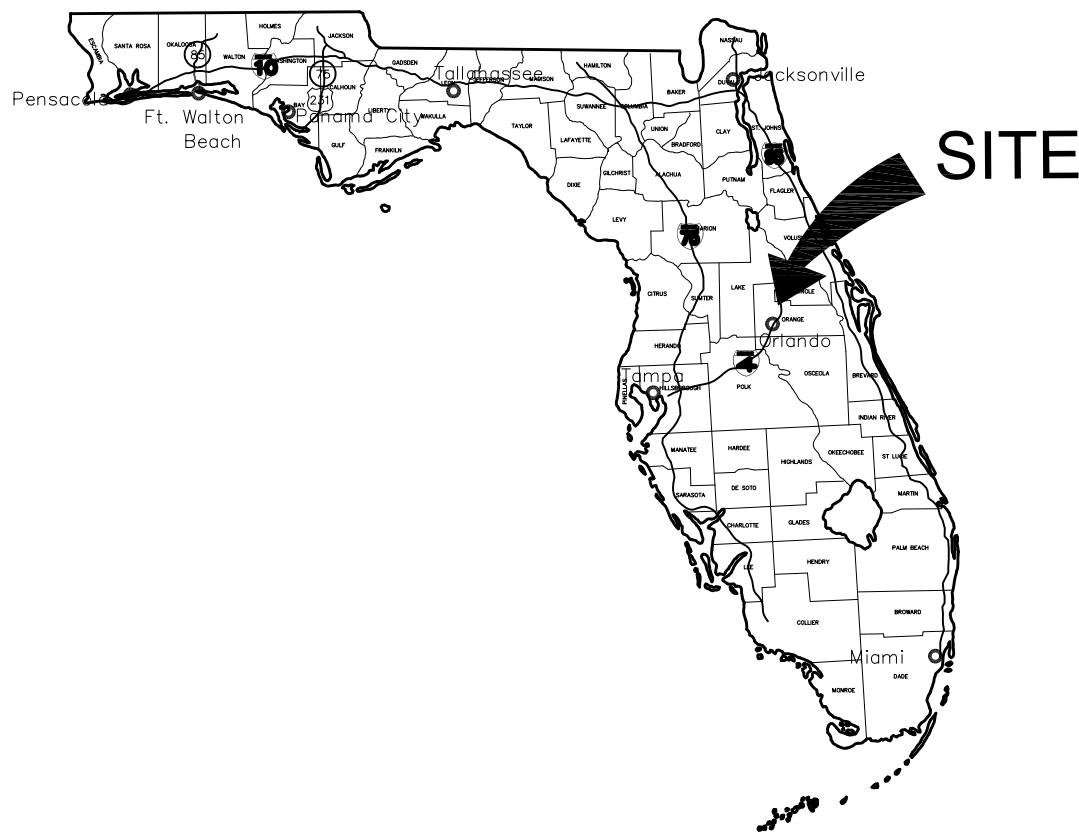


SHEELER POINTE SUBDIVISION

FINAL DEVELOPMENT PLANS

CITY OF APOPKA, FLORIDA

DECEMBER, 2018



SHEET INDEX

C-000	COVER SHEET
C-100	MASTER SITE PLAN
C-200	DEMOLITION & EROSION CONTROL PLAN
C-300	GRADING AND DRAINAGE PLAN
C-400	UTILITY PLAN
C-500	UTILITY DETAILS

CONTACTS:

CIVIL ENGINEER
TIMOTHY W. SCHUTZ, P.E.
111 SUFFOLK COURT
LONGWOOD, FL
PHONE: (407) 595-7314

OWNER
FIRST PENTECOSTAL CHURCH OF
ORLANDO, INC.
4340 N. HIAWASSEE ROAD.
ORLANDO, FL. 32818
CONTACT: GEORGE F. JONES II
PHONE: (407) 234-5535
EMAIL: fpcgeorge@aol.com



VICINITY MAP

SCALE: 1"=1,000'

SITE DATA

PROPERTY LOCATION:
PARCEL ID:
LOCAL MUNICIPALITY:
PROPERTY ZONING:
PROPERTY FUTURE LAND USE:
EXISTING USE:
PROPOSED USE:
PROPERTY AREA:
MIN LOT SIZE:
MIN LOT WIDTH:

GRAND OAK SUBDIVISION, APOPKA, FL
23-21-28-0000-00-003
CITY OF APOPKA
R-1
RESIDENTIAL LOW DENSITY (5DU / AC.)
VACANT
SINGLE FAMILY RESIDENCE
74,591 SF (1.71 AC.)
8,000 SF
75 FT.

SETBACKS

FRONT 25 FEET
SIDE 10 FEET
REAR 20 FEET

FLOOD ZONE

ZONE X, PER FEMA MAP PANEL12095C0140F, EFFECTIVE ON
09/25/2009

AGENCY	PERMIT	DATE APPROVED	APPROVAL NO.
CITY OF APOPKA	FINAL DEVELOPMENT PLAN		
S.J.R.W.M.D.	LETTER MODIFICATION		
F.D.E.P.	NOTICE OF INTENT		

NO.	REVISION	BY	DATE
1			
2			
3			
4			

SITE DATA

PROPERTY LOCATION: GRAND OAK DRIVE, APOPKA, FL
PARCEL ID: 23-21-28-0000-00-003
LOCAL MUNICIPALITY: CITY OF APOPKA
PROPERTY ZONING: R-1
PROPERTY FUTURE LAND USE: RESIDENTIAL LOW DENSITY (SDU / AC.)
EXISTING USE: VACANT
PROPOSED USE: SINGLE FAMILY RESIDENCE
PROPERTY AREA: 74,591 SF (1.71 AC.)
MIN LOT SIZE: 8,000 SF
MIN LOT WIDTH: 75 FT.

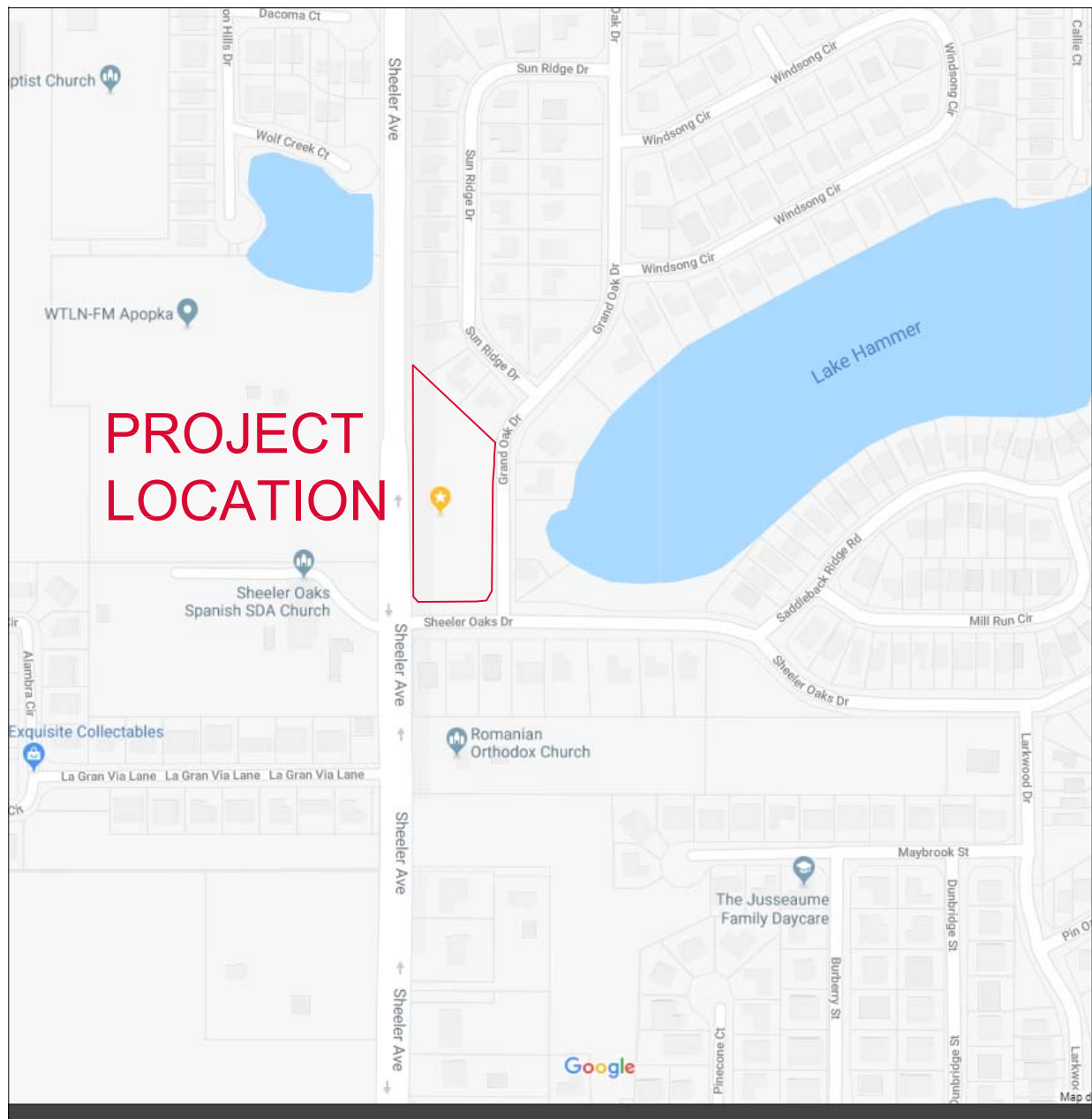
SETBACKS
FRONT 25 FEET
SIDE 10 FEET
REAR 20 FEET

FLOOD ZONE
ZONE X, PER FEMA MAP PANEL12095C0140F, EFFECTIVE ON 09/25/2009

OWNER
FIRST PENTECOSTAL CHURCH OF ORLANDO, INC.
4340 N HIAWASSEE RD.
ORLANDO, FL 32818

TRACT	TRACT USE	OWNERSHIP	AREA (SF)	AREA (AC.)	PERCENT
1	SINGLE FAMILY LOT	PRIVATE	12,303 SF	0.28 AC.	16.49%
2	SINGLE FAMILY LOT	PRIVATE	12,375 SF	0.28 AC.	16.59%
3	SINGLE FAMILY LOT	PRIVATE	12,375 SF	0.28 AC.	16.59%
4	SINGLE FAMILY LOT	PRIVATE	12,275 SF	0.28 AC.	16.46%
5	SINGLE FAMILY LOT	PRIVATE	18,772 SF	0.43 AC.	25.17%
A	10-FT. BUFFER TRACT	HOA	6,491 SF	0.15 AC.	8.70%
TOTAL SITE AREA			74,591 SF	1.71 AC.	100.00%

- GENERAL NOTES
- WATER IS PROVIDED BY AN 12" WATER MAIN IN GRAND OAK DR. SEWER IS PROVIDED BY 8" GRAVITY MAIN IN GRAND OAK DR. BOTH WATER AND SEWER ARE PROVIDED BY THE CITY OF APOPKA.
 - STORMWATER RETENTION IS PROVIDED BY A MASTER STORM WATER SYSTEM WITHIN THE SHEELER OAKS SUBDIVISION, PHASE I, PER SJRWMD PERMIT #20135. RUNOFF IS TO LAKE HAMMER.
 - THIS SUBDIVISION WILL BE ANNEXED INTO THE SHEELER OAKS HOA.
 - THE SHEELER OAKS HOA IS RESPONSIBLE FOR MAINTENANCE OF THE SCREEN WALL IN THE BUFFER TRACT.



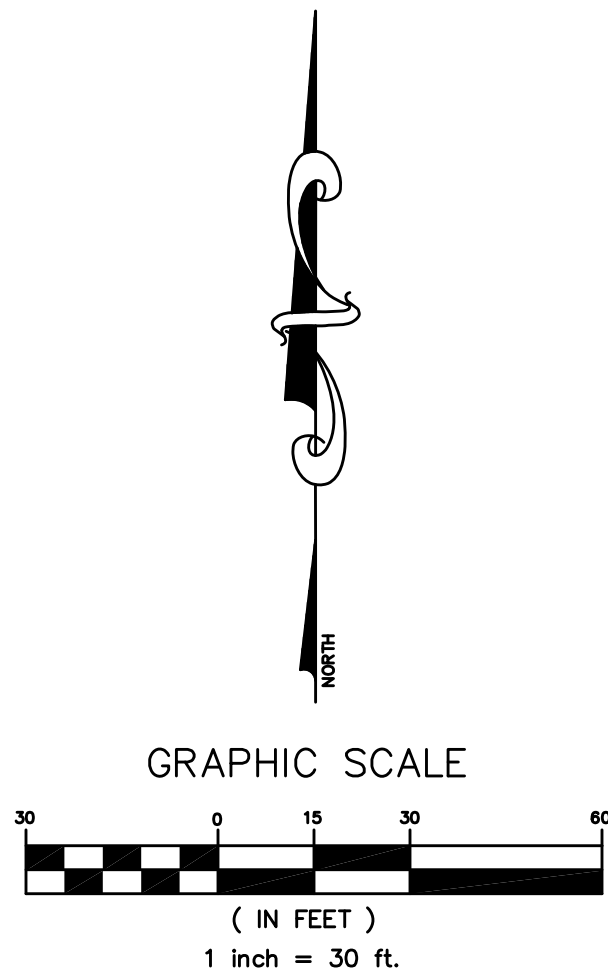
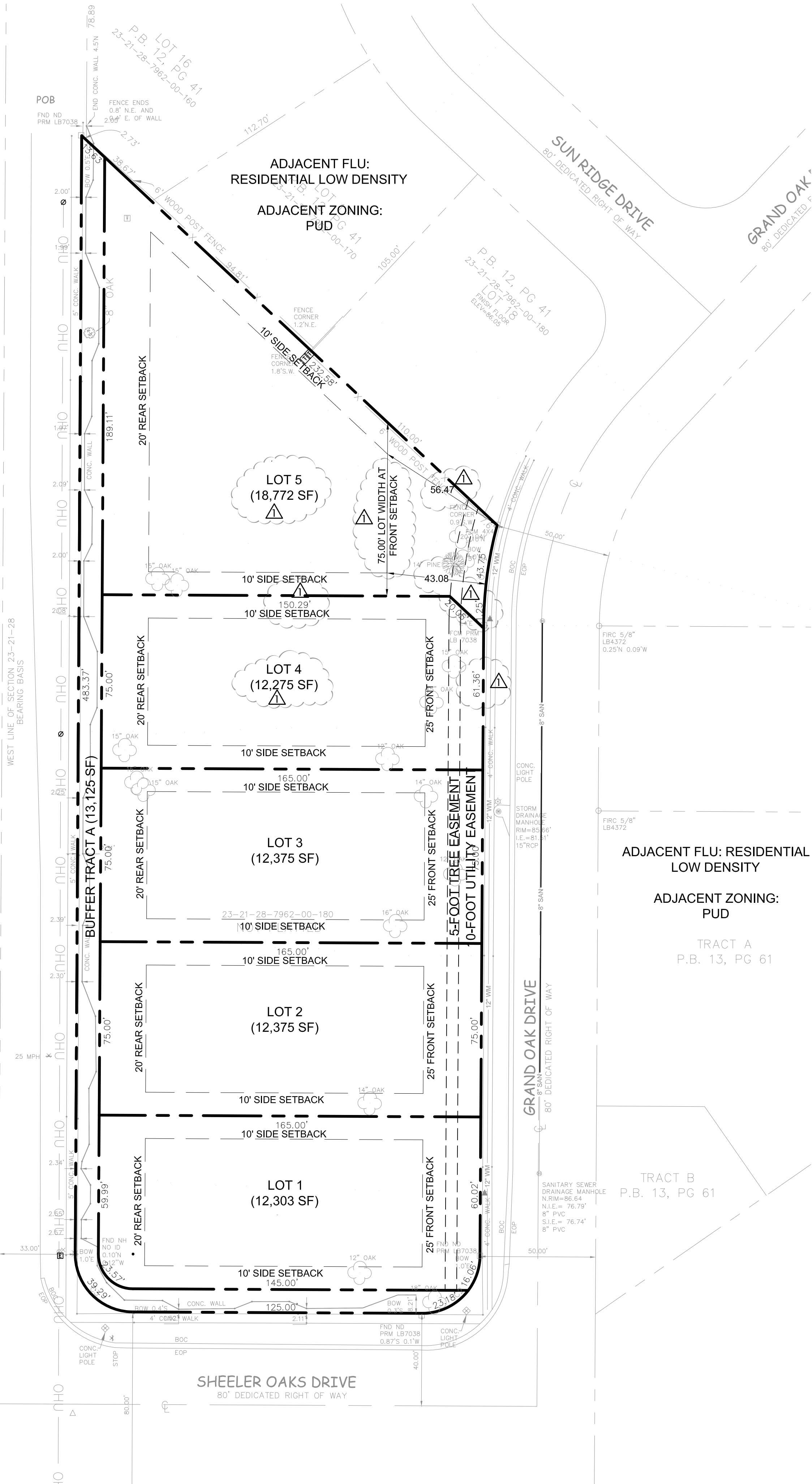
SECTION 23, TOWNSHIP 21S, RANGE 28E

VICINITY MAP

NTS

SHEELER AVENUE
66' DEDICATED RIGHT OF WAY
N001958'E

WEST LINE OF SECTION 23-21-28
BEARING BASIS



tSw

Civil Engineering & Land
Development

Timothy W. Schutz, P.E.

111 Suffolk Court
Longwood, Florida
32779

Cell: 407.595.7314
fax: 407.358.5035
Tim.schutz.pe@gmail.com

SHEELER
POINTE
SUBDIVISION

APOPKA, FL

MASTER SITE
PLAN

CIVIL CONSTRUCTION
DOCUMENTS

SUB-CONSULTANT:

REVISIONS:

△ PER CITY COMMENTS 4.01.19

SCALE	AS SHOWN
DATE	08/03/17
PROJECT #	170803-28
DESIGNED	TWS
CHECKED	SES
SEAL	

SHEET

C-100

SHEELER
POINTE
SUBDIVISION

APOPKA, FL

DEMOLITION &
EROSION
CONTROL PLAN

CIVIL CONSTRUCTION
DOCUMENTS

SUB-CONSULTANT:

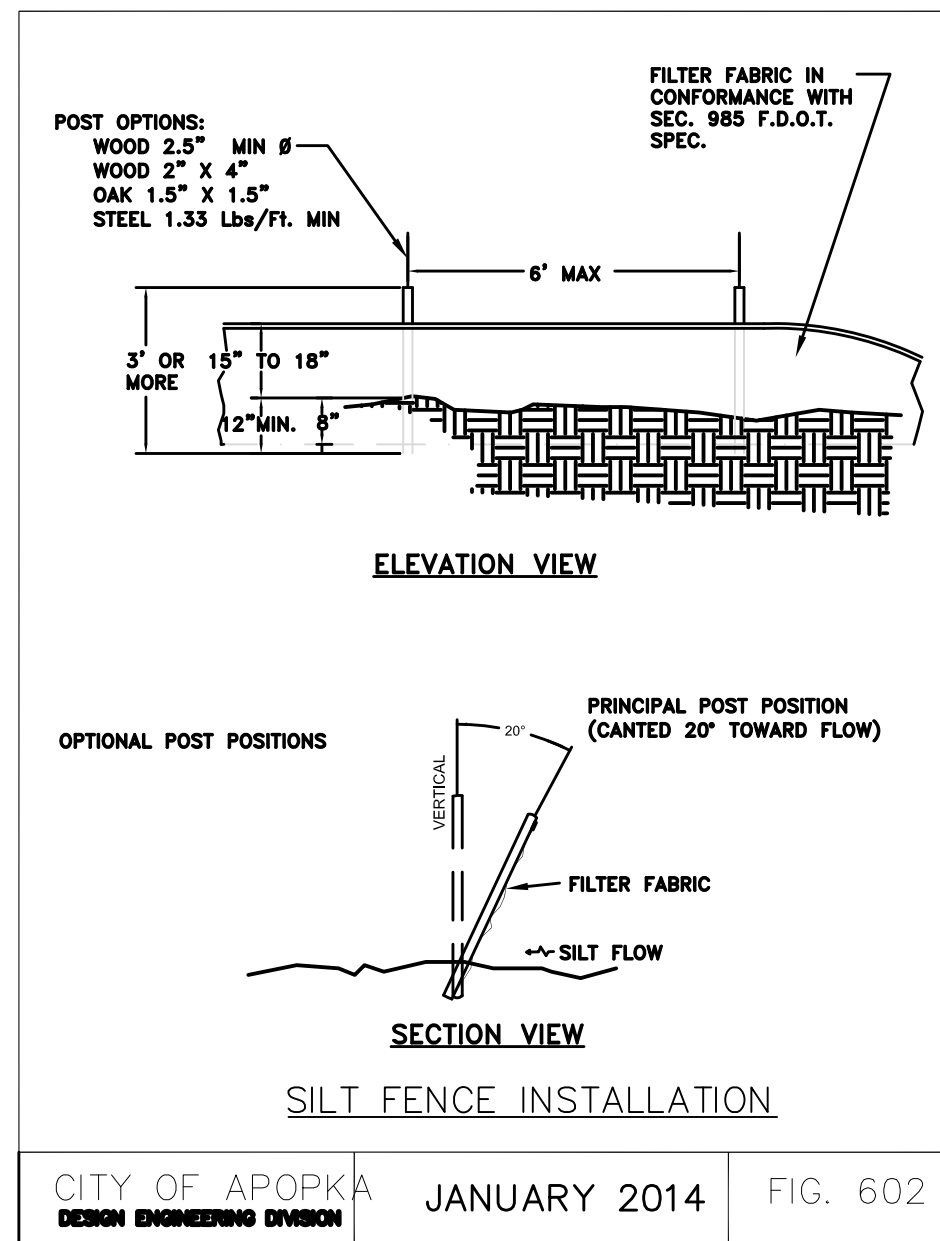
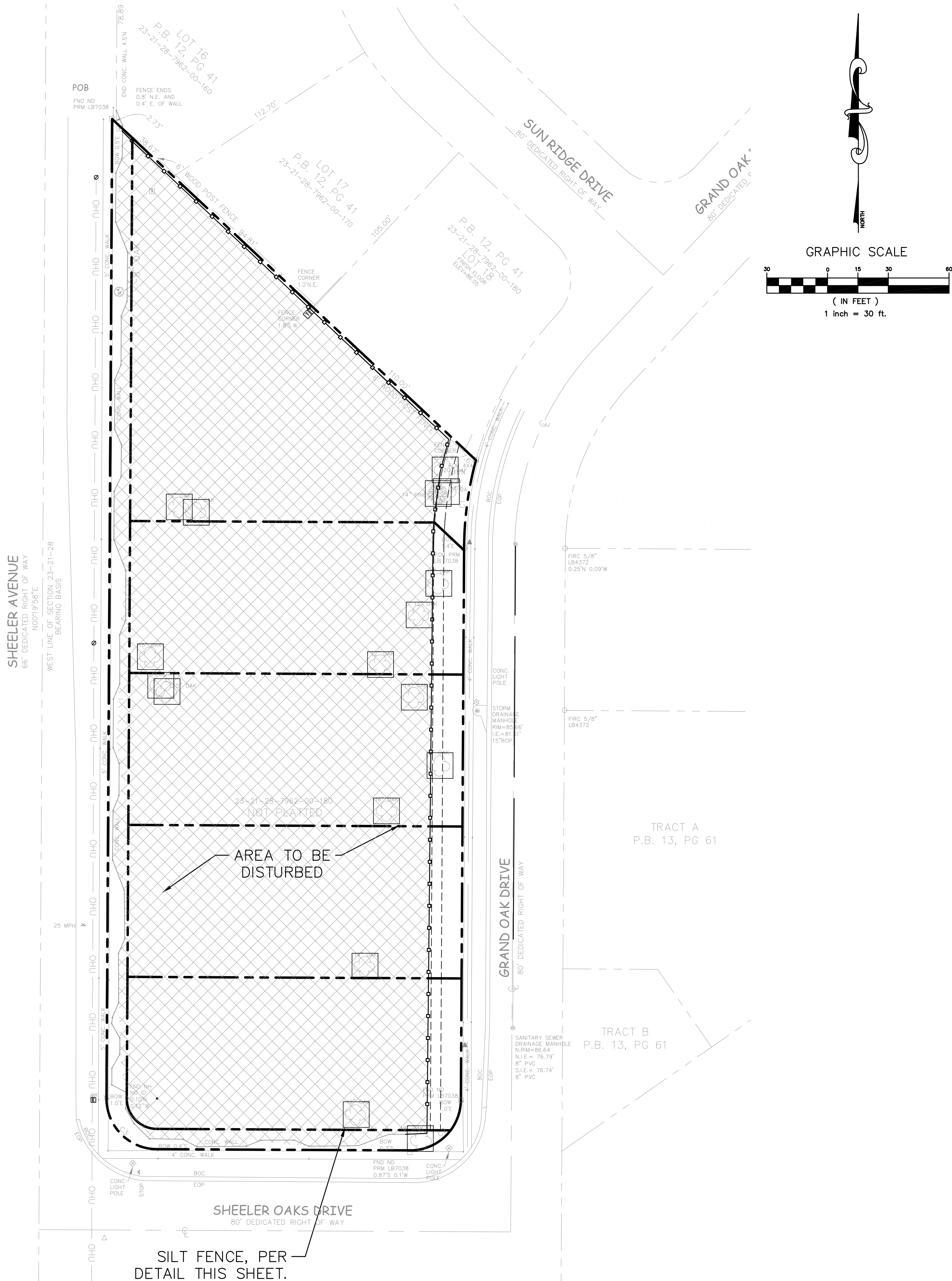
REVISIONS:

△ PER CITY COMMENTS 4.01.19

SCALE	AS SHOWN
DATE	08/03/17
PROJECT #	170803-28
DESIGNED	TWS
CHECKED	SES
SEAL	

SHEET

C-200



LEGEND

- SILT FENCE
- LIMITS OF CLEARING AND GRUBBING
- TREES TO BE SAVED. SEE LANDSCAPE PLANS FOR TREES REMOVED

SHEELER
POINTE
SUBDIVISION

APOPKA, FL

GRADING AND
DRAINAGE PLAN

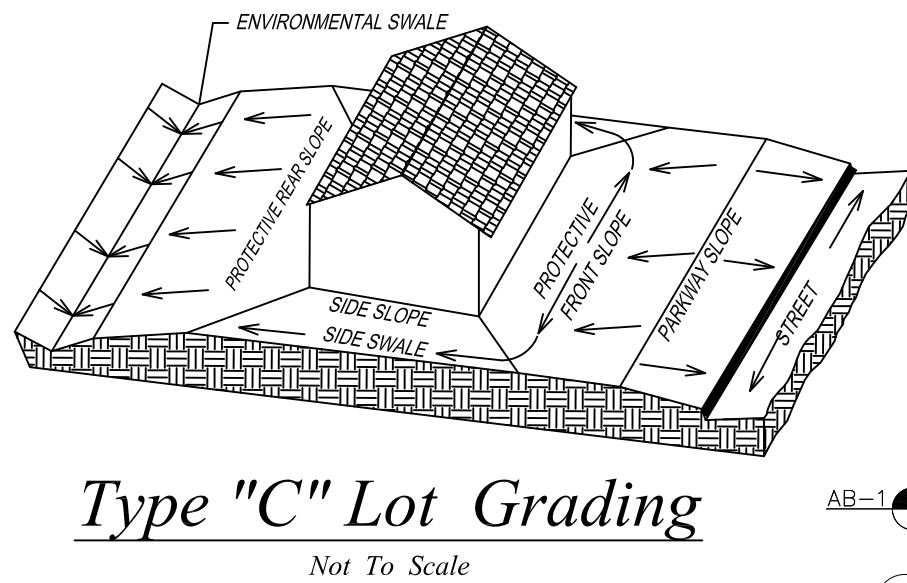
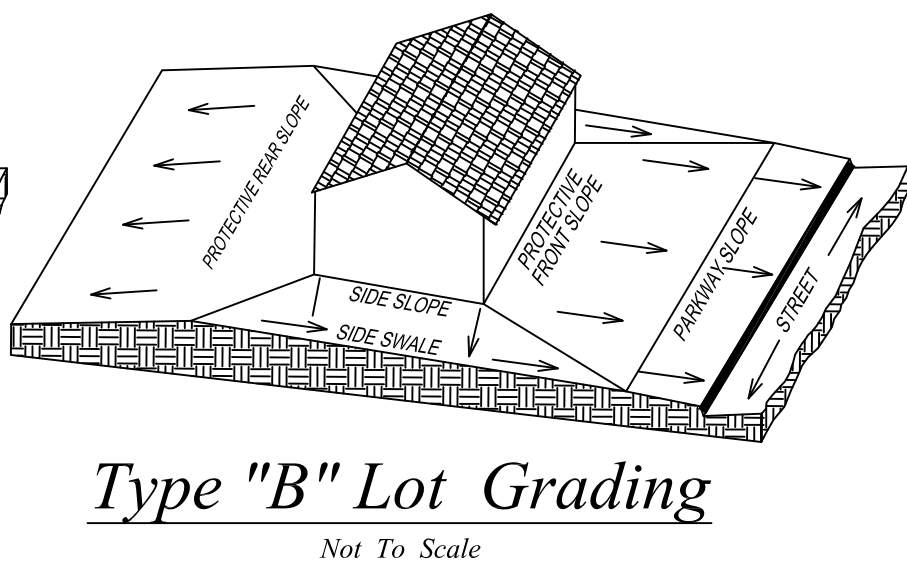
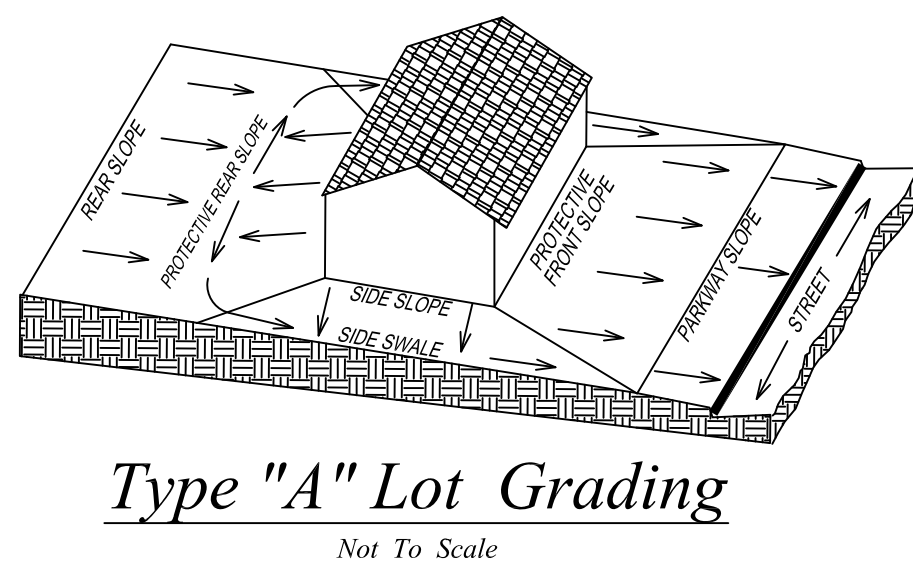
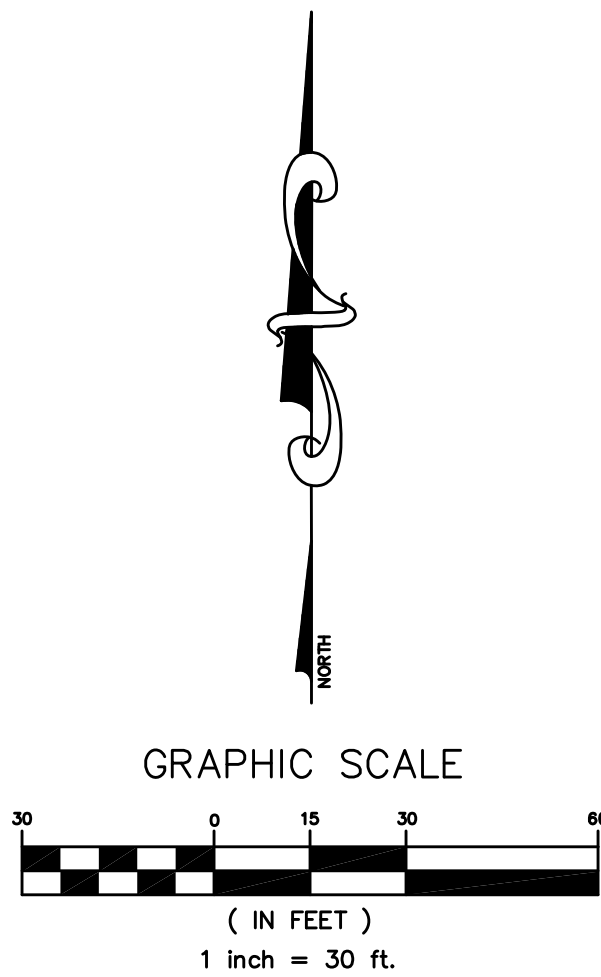
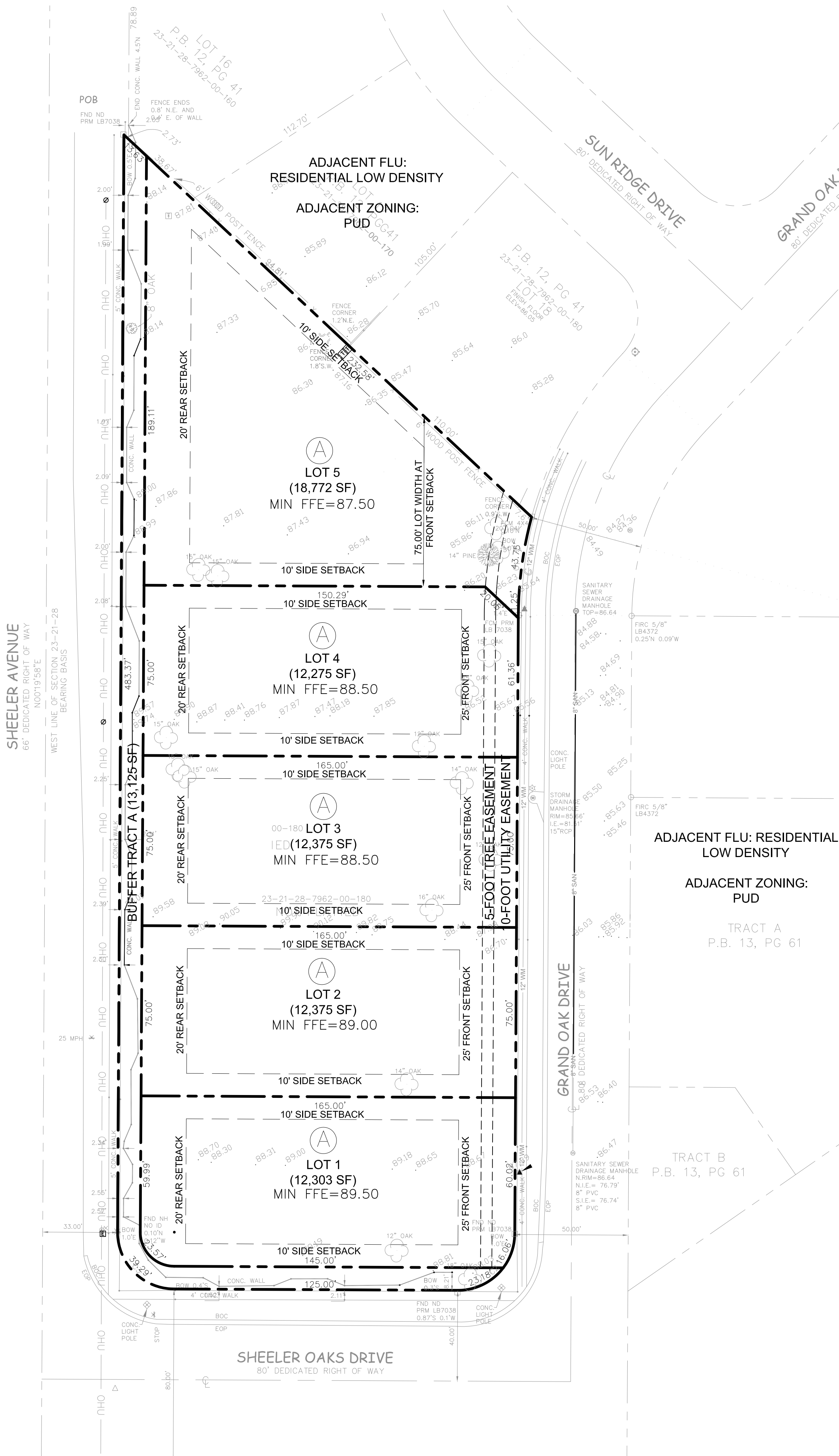
CIVIL CONSTRUCTION
DOCUMENTS

SUB-CONSULTANT:

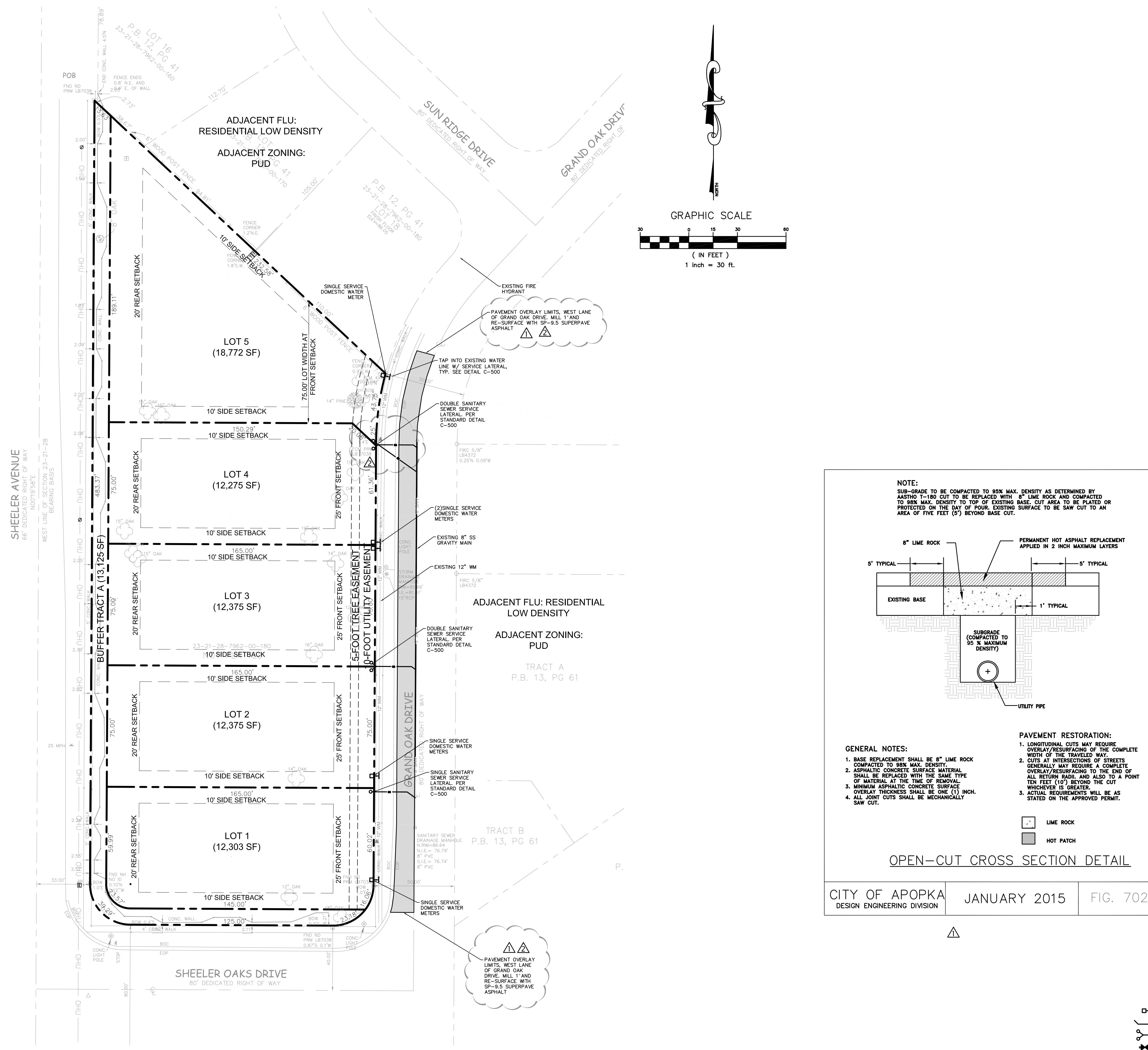
REVISIONS:
△ PER CITY COMMENTS 4.01.19

SCALE	AS SHOWN
DATE	08/03/17
PROJECT #	170803-28
DESIGNED	TWS
CHECKED	SES
SEAL	

SHEET
C-300



- LEGEND**
- AB-1 BORING LOCATION AND NUMBER
 - MEG DRAINAGE CURB INLET
 - MEG MATCH EXISTING GRADE
 - (B) LOT GRADING TYPE
 - 00.00 PROPOSED GRADE ELEVATION



SHEELER
POINTE
SUBDIVISION

APOPKA, FL

UTILITY DETAILS

CIVIL CONSTRUCTION
DOCUMENTS

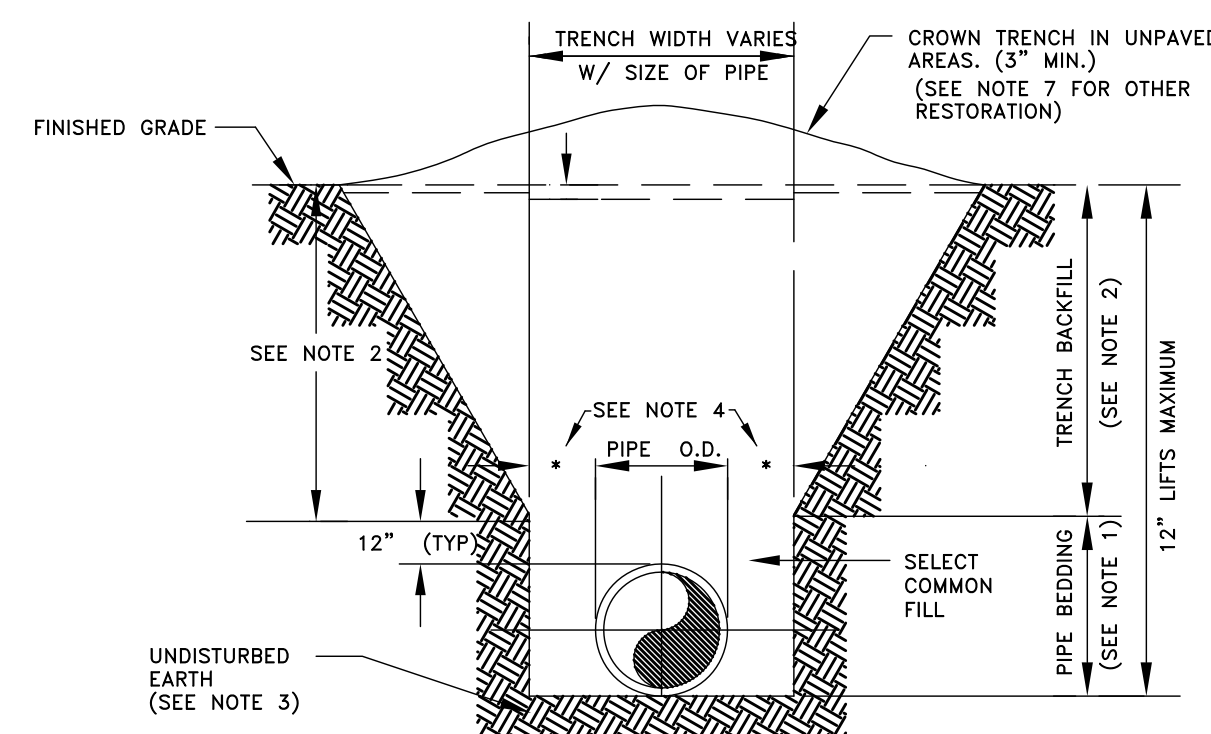
SUB-CONSULTANT:

REVISIONS:

SCALE	AS SHOWN
DATE	08/03/17
PROJECT #	170803-28
DESIGNED	TWS
CHECKED	SES
SEAL	

SHEET

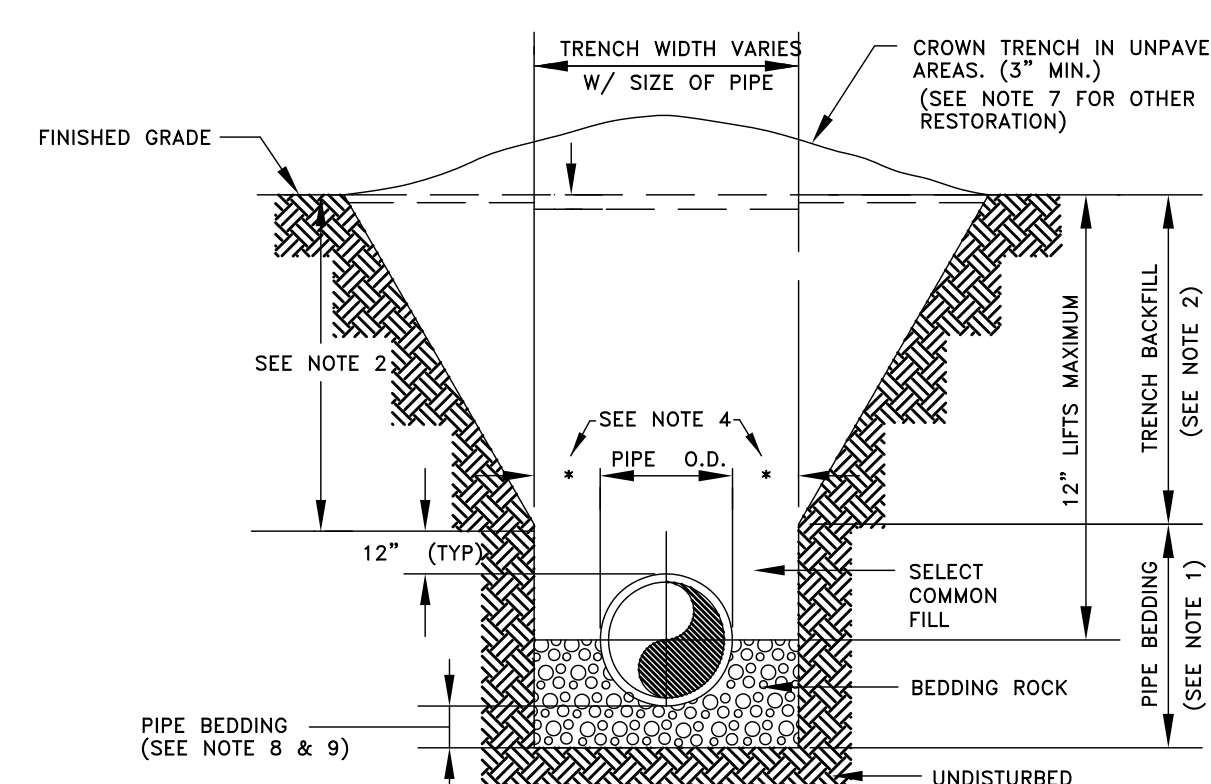
C-500



- NOTES:
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS TO AASHTO T-180.
 3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
 4. (*): 15" MAX. FOR PIPE DIAMETERS LESS THAN 24", AND 24" FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES.
 8. SURFACE RESTORATION WITHIN CITY RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.
 9. ALL UNPAVED DISTURBED AREAS SHALL BE SODED TO MATCH ADJACENT DOMINANT GRASS SPECIES.

TYPE "B" BEDDING AND OPEN-CUT DETAIL

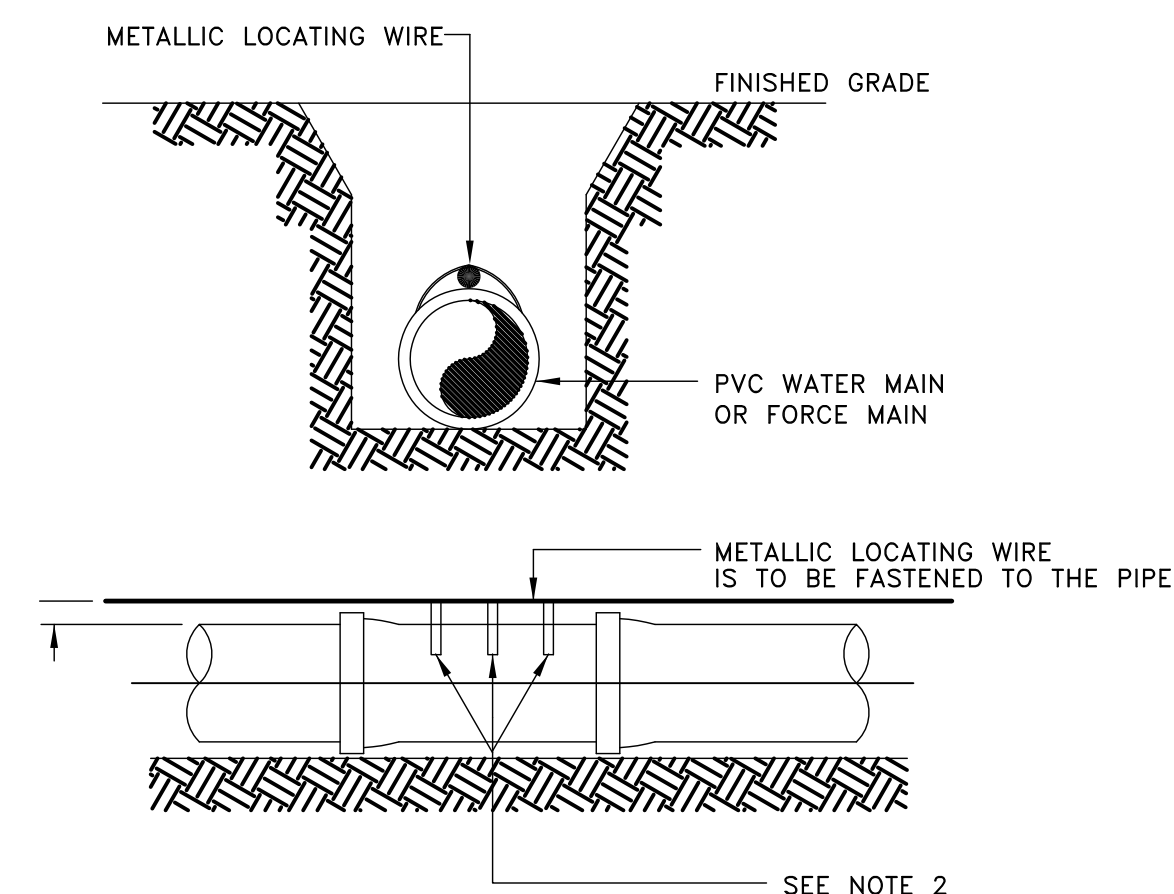
CITY OF APOPKA JANUARY 2014 FIG. 100
DESIGN ENGINEERING DIVISION



- NOTES:
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 3. USE OF TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY.
 4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING IF REQUIRED BY THE CITY. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
 8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. THE CITY SHALL DETERMINE IN THE FIELD IF REMOVAL OF UNSUITABLE MATERIAL IS REQUIRED TO REACH A SUITABLE FOUNDATION.
 9. ALL UNPAVED DISTURBED AREAS SHALL BE SODDED TO MATCH ADJACENT DOMINANT GRASS SPECIES.
 10. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES. SURFACE RESTORATION WITHIN THE RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.

TYPE "A" BEDDING AND OPEN-CUT DETAIL

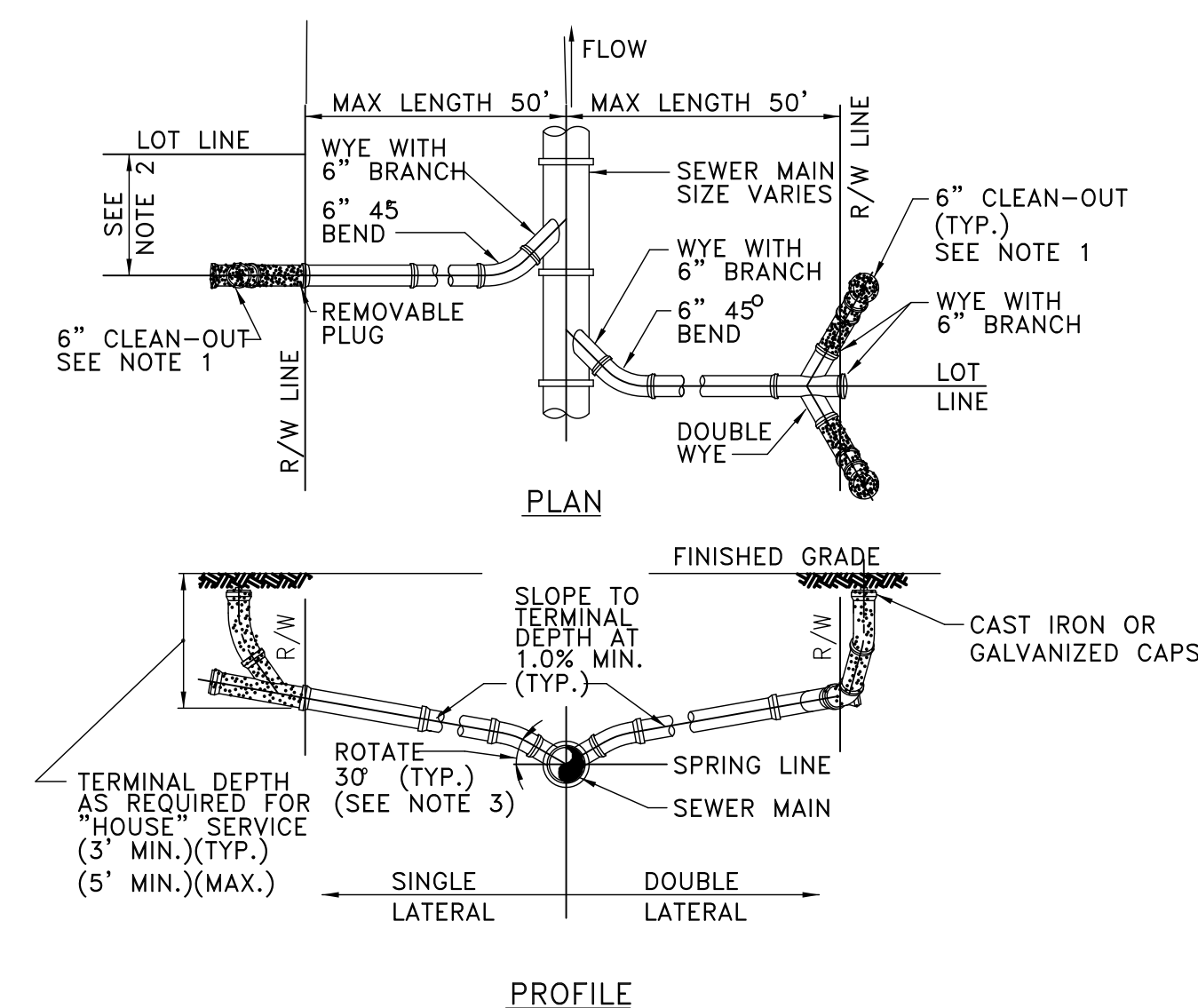
CITY OF APOPKA JANUARY 2014 FIG. 101
DESIGN ENGINEERING DIVISION



- NOTES:
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE
(10 AWG-SOLID CCS REINFORCED TRACER WIRE-INSULATED 30 MIL
HDPE - 30 VOLT MFG. BY COPPERHEAD INDUSTRIES, LLC OR EQUAL)
CAPABLE OF DETECTION BY A CABLE LOCATOR.
 2. SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND
ATTACHED WITH DUCT TAPE OR NYLON STRAPS AT 3 LOCATIONS PER JOINT.
LOCATING WIRE SHALL TERMINATE AT THE TEST STATION BOX AS SHOWN
IN FIG. 109.
 3. BE CAPABLE OF EXTENDING 12" ABOVE TOP OF TEST STATION BOX IN
SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.
 4. SPLICES SHOULD BE MADE USING STANDARDS AND PRODUCTS DESIGNED
FOR DIRECT BURIAL CONDUCTORS.
 5. WIRE INSULATION SHALL BE COLOR CODED FOR THE TYPE OF PIPE BEING INSTALLED.

PVC PIPE LOCATING WIRE DETAIL

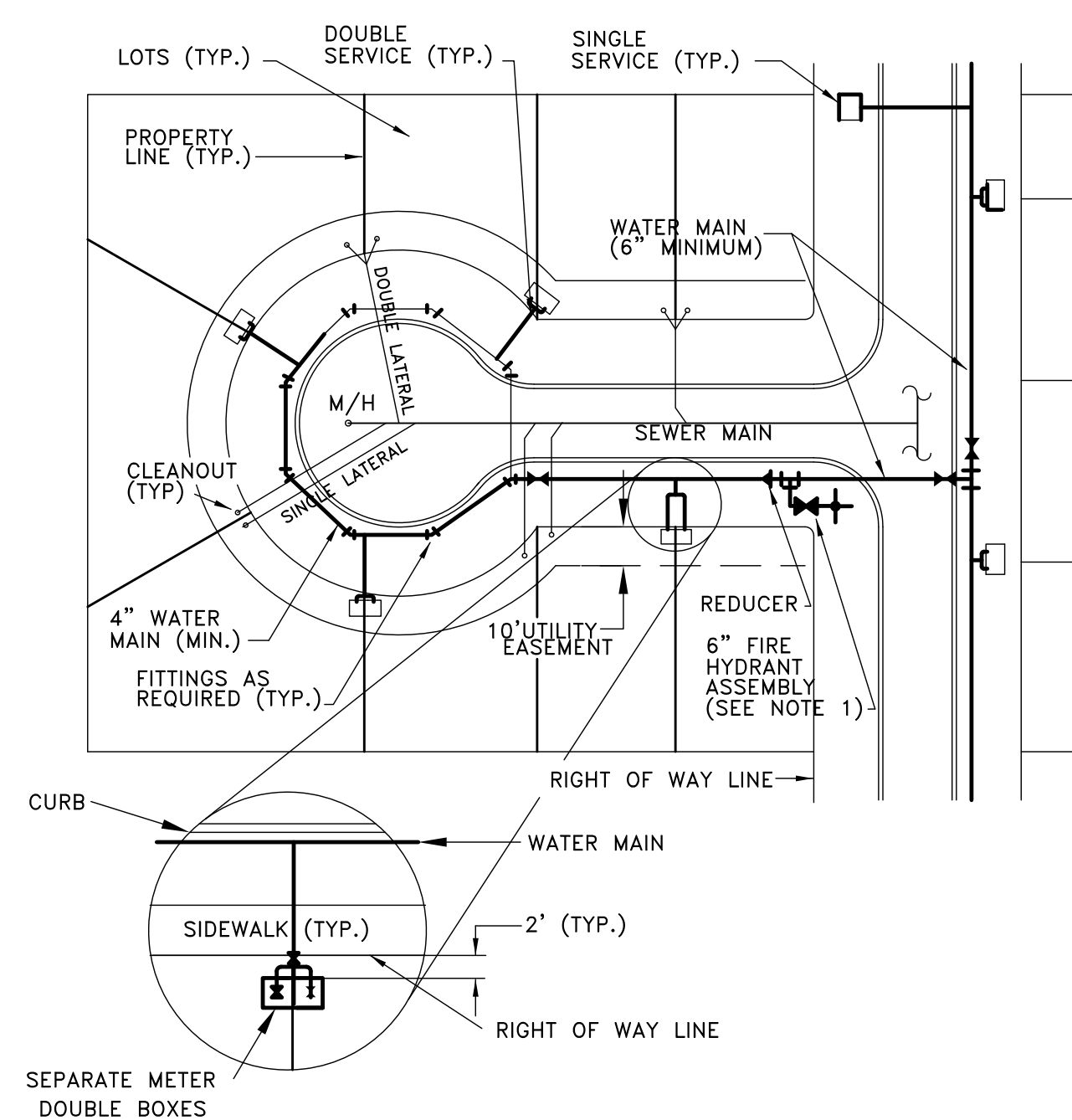
CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 118
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- NOTES:
1. CLEAN-OUT (SHOWN SHADED) SHALL BE INSTALLED BY THE BUILDER IN ACCORDANCE WITH STANDARD PLUMBING CODE.
 2. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE.
 3. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
 4. RESIDENTIAL SERVICES SHALL BE 4 INCHES & NON-RESIDENTIAL SERVICES SHALL BE 6 INCHES IN DIAMETER AS A MINIMUM.
 5. GALVANIZED, OR CAST IRON CLEAN-OUT CAP SHALL BE USED ON THE STUBOUT FOR EACH SERVICE.
 6. LATERAL SHALL BE MARKED WITH AN "S" STAMPED OR CUT IN THE CURB.

SERVICE LATERAL DETAIL

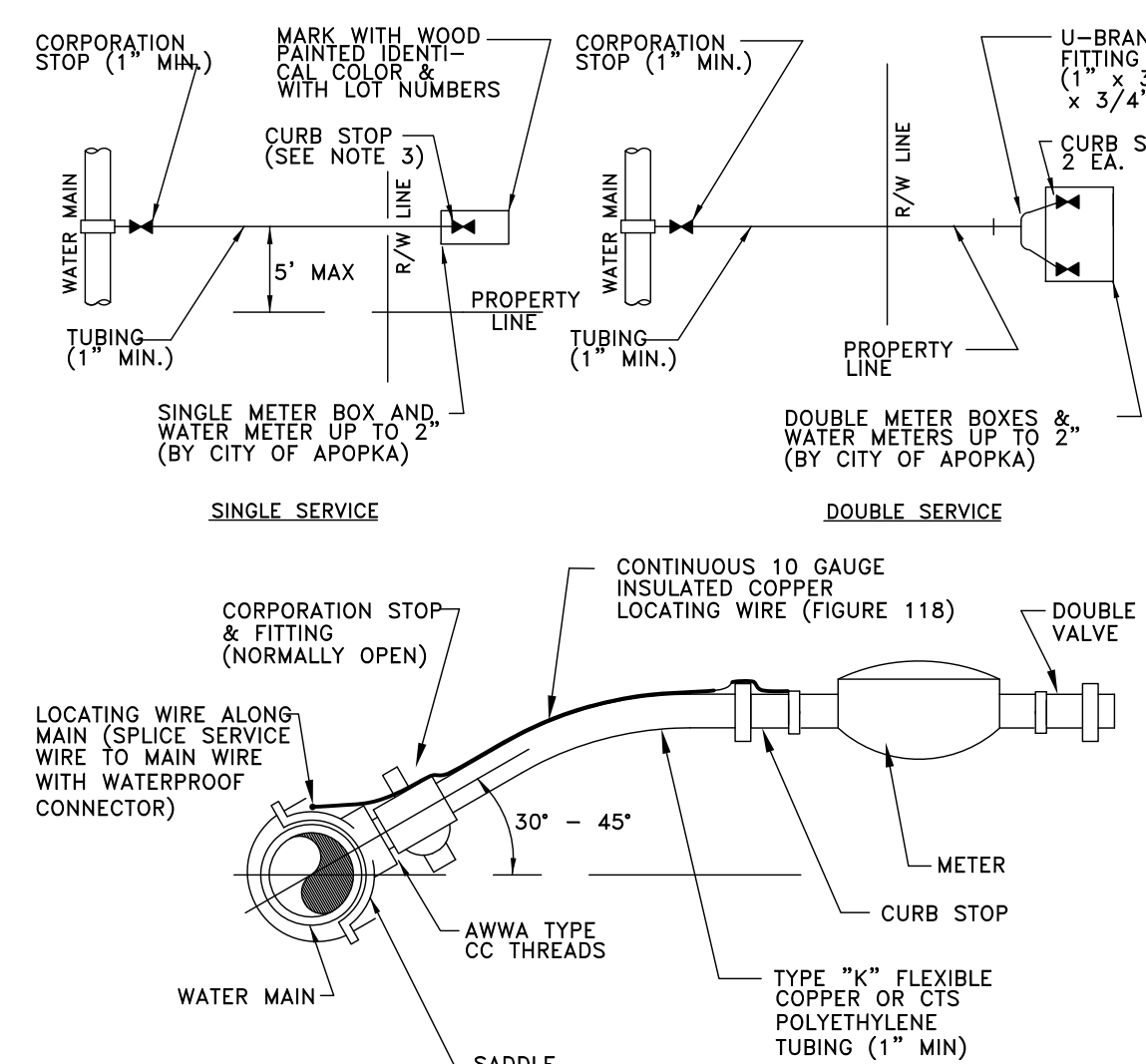
CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 204
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- NOTES:
1. ANCHORING TYPE 90° BEND SHALL ONLY BE USED WHERE RIGHT-OF-WAY CONSTRUCTION WILL NOT ALLOW INSTALLATION OF A STRAIGHT ASSEMBLY.
 2. POTABLE WATER AND RECLAIMED WATER MAINS SHALL BE LOOPED THROUGHOUT CUL-DE SAC.

TYPICAL SERVICE LOCATION DETAIL

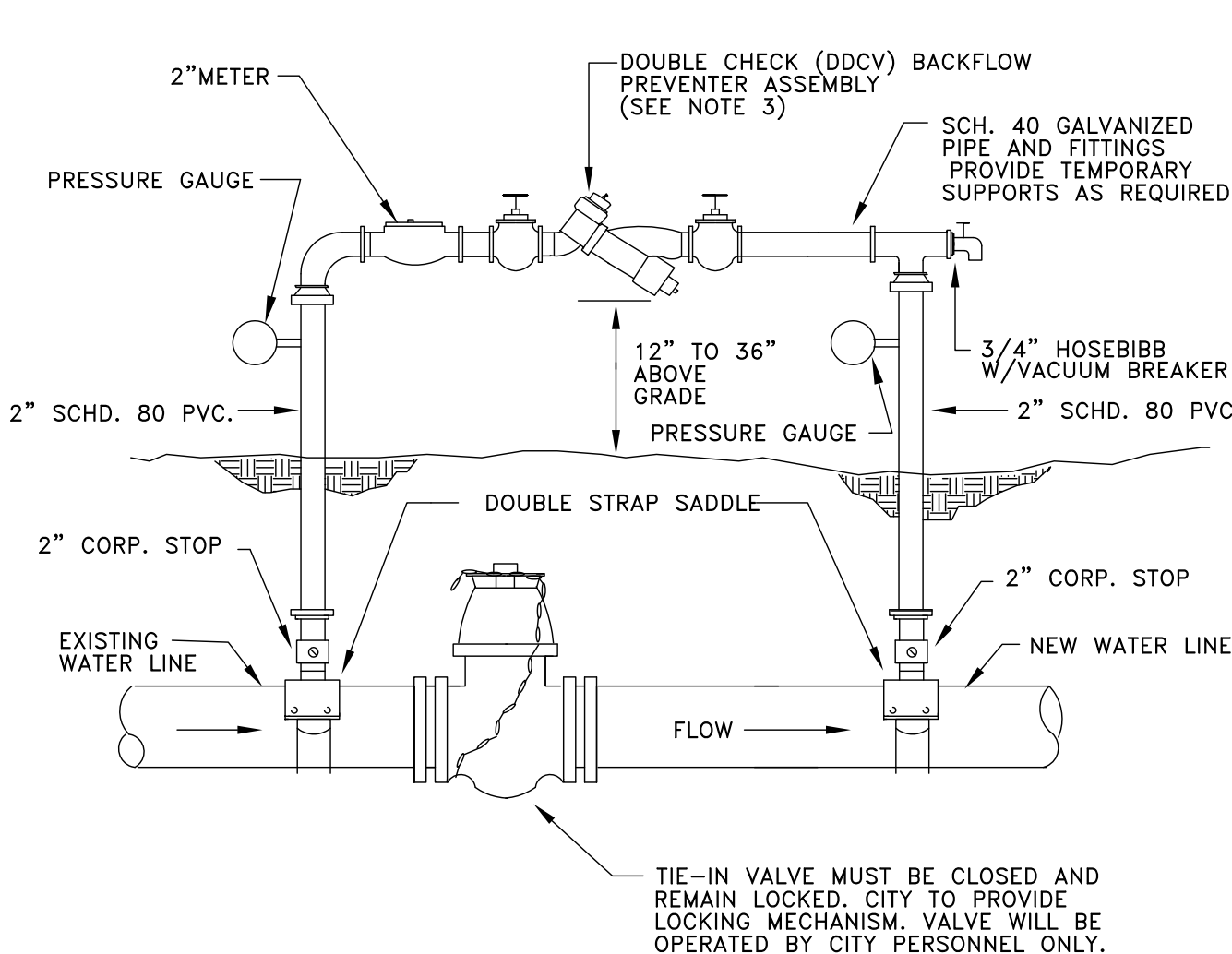
CITY OF APOPKA | JANUARY 2014 | FIG. 404



- NOTES:
1. ALL FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT TYPE CONNECTIONS.
 2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
 3. EACH SERVICE SHALL TERMINATE AT A CURB STOP(S) WHICH SHALL BE BURIED APPROXIMATELY 3" BELOW FINAL GRADE AND SHALL BE CLEARLY MARKED WITH A 2" x 2" x 18" STAKE WITH THE TOP PAINTED BLUE FOR POTABLE WATER AND PURPLE FOR RECLAIMED WATER, AND MARKED WITH THE NUMBER OF THE LOT(S) TO BE SERVED.
 4. RECLAIMED WATER SERVICES SHALL USE PURPLE COLORED CTS POLYETHYLENE TUBING.
 5. POTABLE WATER SERVICES SHALL USE BLUE COLORED CTS POLYETHYLENE TUBING.
 6. ALL SERVICE UNDER EXISTING OR PROPOSED PAVEMENT SHALL BE INSTALLED IN A MINIMUM 2" PVC SLEEVE.

WATER SERVICE CONNECTION DETAIL

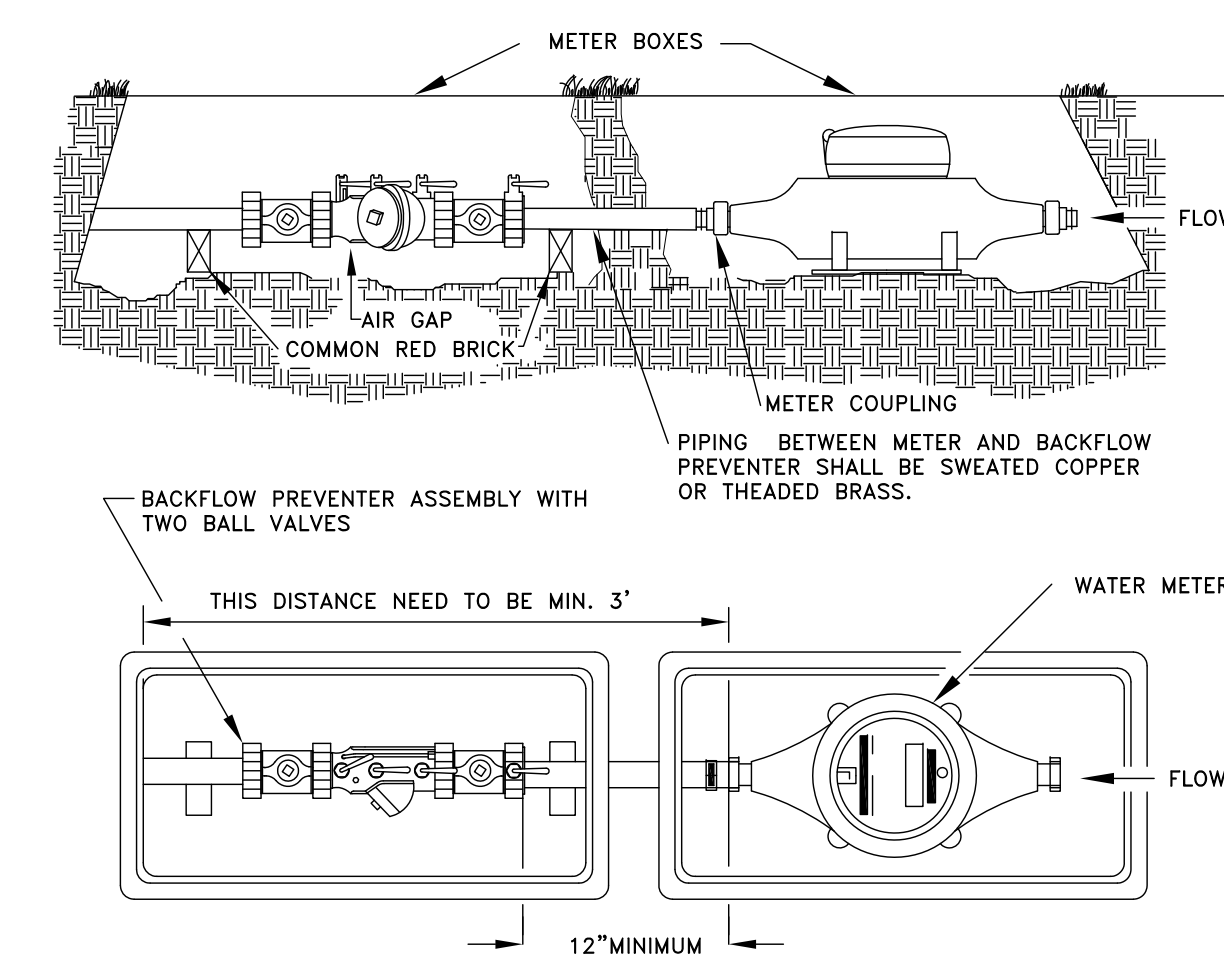
CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 405
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- NOTE:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS, ASSEMBLY, AND THE INSTALLATION OF THE DEVICE.
 2. SEE FIGURE 504C FOR PROCEDURES.
 3. DDCV IS MINIMUM PROTECTION REQUIRED. A RPZ DEVICE MAY BE REQUIRED DEPENDING ON PROJECT. PROVIDE COPY OF LATEST CERTIFICATION TEST RESULTS.

TEMPORARY JUMPER CONNECTION

CITY OF APOPKA | JANUARY 2014 | FIG. 504 A



1. A 3' PIECE OF STRAIGHT PIPE MUST BE CONNECTED TO METER USING THE DESIGNATED HOLES IN THE METER BOX BEFORE ANY ANGLES ARE CONNECTED. THE SAME RULES APPLY FOR DOUBLE METER HOOK-UPS.
2. BACKFLOW DEVICE AND METER ARE TO BE SET BY THE CITY FOR METERS 2-INCH OR LESS IN SIZE.

POTABLE WATER SERVICE DETAIL
FOR LOTS SERVED WITH RECLAIMED WATER

CITY OF APOPKA JANUARY 2014 FIG. 505
DESIGN ENGINEERING DIVISION

SHEELER POINTE

A TRACT OF LAND SITUATED IN SECTION 23, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA
SITUATED IN THE CITY OF APOPKA, FLORIDA

DESCRIPTION:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 28 (EAST) LESS RIGHT-OF-WAY ON WEST AND LESS THAT PART OF SAID PROPERTY PLATTED AS SHEELER OAKS PHASE ONE, PLAT BOOK 12, PAGE 41 AND SHEELER OAKS PHASE TWO-A, PLAT BOOK 13, PG 61 AND 62, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SHEELER AVENUE WITH A NORTHWESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOTS 16-18 OF THE PLAT OF SHEELER OAKS PHASE ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 41 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S46°51'00"E ALONG THE SAID EXTENSION AND SOUTHERLY LINE OF SAID LOTS 16-18 A DISTANCE OF 246.21 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF GRAND OAK DRIVE AS PER SAID PLAT, AND A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 169.80 FEET, A CHORD BEARING OF S07°42'34"W, AND A CHORD LENGTH OF 43.63 FEET, THENCE SOUTHWESTERLY ALONG THE SAID WEST LINE AN ARC DISTANCE OF 43.75 FEET TO A POINT OF TANGENCY; THENCE CONTINUE S00°19'58"W ALONG THE SAID WEST LINE A DISTANCE OF 272.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S45°18'16"W, AND A CHORD LENGTH OF 35.34 FEET; THENCE SOUTHWESTERLY ALONG THE SAID CURVE AN ARC DISTANCE OF 39.25 FEET TO A POINT OF TANGENCY, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF SHEELER OAKS DRIVE AS PER SAID PLAT; THENCE N89°43'26"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 125.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N44°42'03"W AND A CHORD LENGTH OF 35.37 FEET; THENCE NORTHEASTERLY ALONG THE SAID CURVE AN ARC DISTANCE OF 39.29 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SHEELER ROAD; THENCE N00°19'58"E ALONG SAID EAST RIGHT OF WAY LINE OF SHEELER ROAD A DISTANCE OF 483.37 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 74,591.48 SQUARE FEET, 1.712 ACRES, MORE OR LESS.

SURVEYOR'S NOTES TO PLAT

- ALL BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 23-21-28 AS BEARING N00°19'58"E ASSUMED. ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE DERIVED FROM ORANGE COUNTY BENCHMARKS.
- IN ACCORDANCE WITH CHAPTER 177.091, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, THE 10 FOOT PLATTED PUBLIC UTILITY EASEMENT SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED AS (NR).
- ALL DEVELOPMENT SHALL BE IN ACCORD WITH AND SUBJECT TO THE CITY OF APOPKA LAND DEVELOPMENT CODE, AS AMENDED FROM TIME TO TIME AND ALL FEDERAL, STATE, COUNTY AND CITY RULES, REGULATIONS, ORDINANCES AND APPROVALS.
- TRACT A IS BUFFER TRACT AND IS RESERVED FOR THE EXCLUSIVE USE OF THE PLATTED AREA AND WILL BE OWNED AND MAINTAINED BY SHEELER POAKS COMMUNITY ASSOCIATION, INC.
- THE 5 FOOT TREE EASEMENT IS DEDICATED TO AND FOR THE EXCLUSIVE USE OF THE SHEELER OAKS COMMUNITY ASSOCIATION, INC.

SHEET INDEX

SHEET 1 OF 2 - Legal Description, Dedications Surveyor's Notes
SHEET 2 OF 2 - Boundary information, Legend and Geometry

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

SHEET 1 OF 2

PLAT BOOK: _____ PAGE: _____

SHEELER POINTE

DEDICATION

KNOW ALL BY THESE PRESENTS, That FIRST PENTECOSTAL MINISTRIES INC., a FLORIDA Corporation, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed.

IN WITNESS THEREOF, FIRST PENTECOSTAL MINISTRIES, INC., A FLORIDA Corporation has caused these presents to be signed by the officers named below on

Date: _____
FIRST PENTECOSTAL MINISTRIES INC., a
FLORIDA Corporation

By: _____

Signed

Printed Name: GEORGE JONES II Title: President

Signed in the presence of:

Witness 1: _____

Printed Name

Witness 2: _____

Printed Name

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared George Jones II, as President of first Pentecostal Church of Orlando a FLORIDA Corporation and acknowledge the foregoing dedication and the execution thereof to be his free act and deed for the uses and purposes therein expressed. He is personally known to me or has produced the following identification _____

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

NOTARY PUBLIC _____

Printed Name _____

My Commission Expires _____

Commission Number _____

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

Examined
and
Approved: _____
CHAIRMAN

CERTIFICATE OF REVIEW BY SURVEYOR FOR CITY

This Plat has been reviewed for conformity with Chapter 177, Florida Statutes..

Surveyor Date

Company Address: _____

Registration No.: _____

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined
and
Approved: _____
RICHARD EARP, CITY ENGINEER Date: _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the Board of City Commissioners of the City of Apopka, Florida.

By: _____
City Attorney

By: _____
Mayor

ATTEST: _____
Clerk of Board

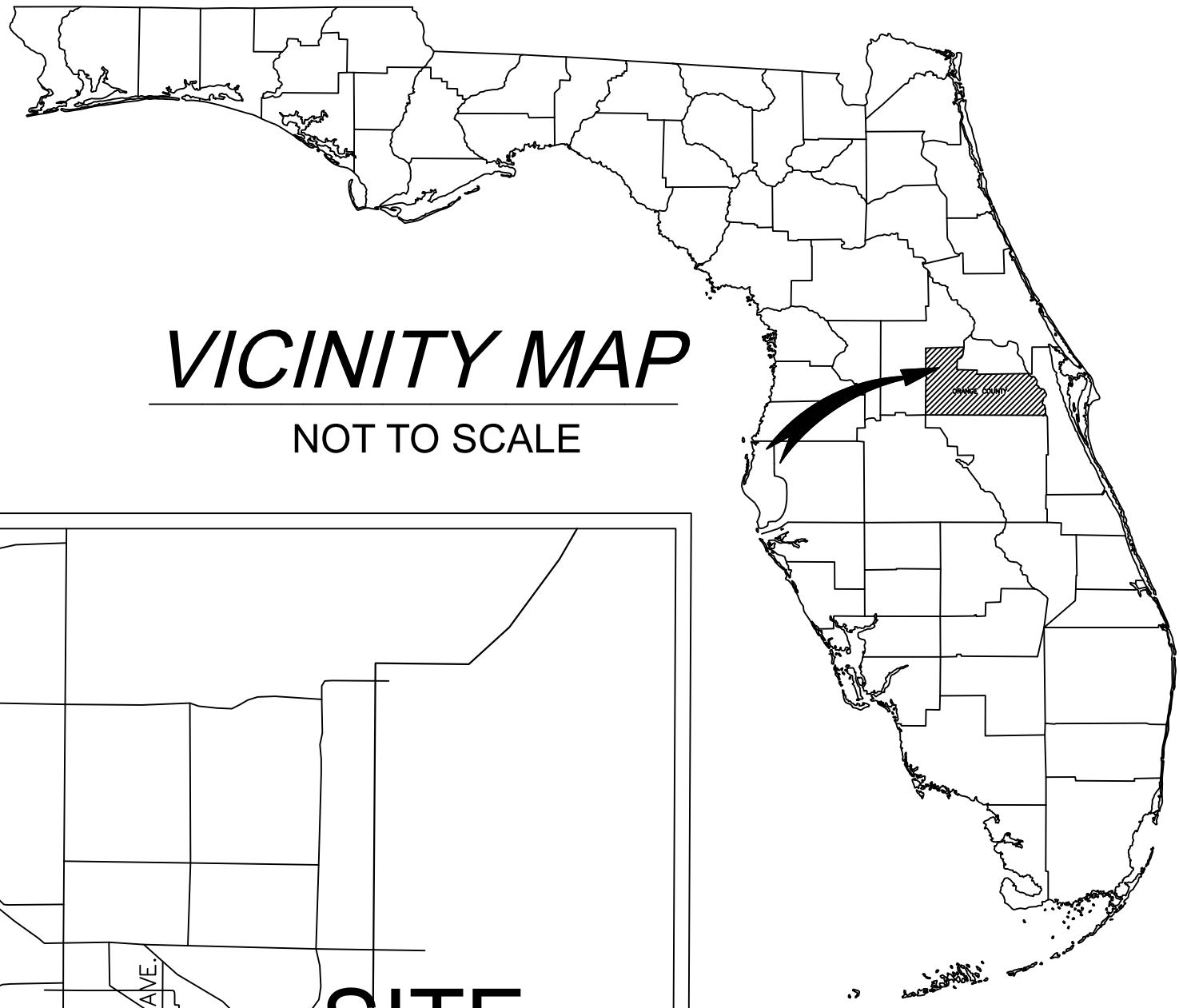
CERTIFICATE OF COUNTY COMPTROLLER

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

on _____ as Document No. _____

County Comptroller in and for Orange County, Florida

By _____

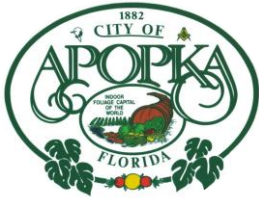


VICINITY MAP

NOT TO SCALE

SITE





CITY OF APOPKA PLANNING COMMISSION

___ PUBLIC HEARING	MEETING OF:	August 13, 2019
___ SITE PLAN	FROM:	Community Development
___ SPECIAL REPORTS	EXHIBITS:	Vicinity Map
<u>X</u> OTHER: Final Development Plan/Plat		Final Development Plan
___		Plat
___		Order of Taking
		Development Agreement

SUBJECT: FINAL DEVELOPMENT PLAN AND PLAT – OAK POINTE NORTH SUBDIVISION

REQUEST: RECOMMEND APPROVAL OF THE FINAL DEVELOPMENT PLAN AND PLAT FOR THE OAK POINTE NORTH SUBDIVISION

SUMMARY:

OWNER:	Thompson Hills Estates, LLC
APPLICANT:	Evans Engineering, c/o David Evans, P.E.
LOCATION:	East of SR 429, south of Ocoee-Apopka Road
PARCEL ID NUMBER:	29-21-28-0000-00-00-004
EXISTING USE:	Vacant
FLUM DESIGNATION:	Mixed Use
CURRENT ZONING:	Mixed-Use East Shore Gateway (MU-ES-GT)
PROPOSED DEVELOPMENT:	Mixed-use subdivision
TRACT SIZE:	33.00 +/- acres
APPLICABLE LDC:	1993

DISTRIBUTION

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

RELATIONSHIP TO ADJACENT PROPERTIES:

North (City)	Office (max FAR 0.3)	O (Office)	Lake Carter, vacant property
East (County)	Rural (0-1 du/10 ac)	A-1	Northwest Water Reclamation Facility
South (City)	Low Density Residential (0-5 du/ac)	PD (Planned Development)	Oak Pointe South residential subdivision
West	SR 429 right-of-way	Not assigned	SR 429 right-of-way

PROJECT INFORMATION: The applicant is requesting approval of a Final Development Plan and Plat for a mixed-use subdivision on approximately 33 acres of property that is located east of the intersection of State Road 429 and Ocoee-Apopka Road. The subject property is north of the Oak Pointe South residential development which was approved by the City Council in March 2019. The subject property is zoned Mixed-Use East Shore Gateway (MU-ES-GT). The intent of the MU-ES-GT zoning district is to provide uses that are more suburban in character but are developed in a more walkable and pedestrian friendly form. Sub district streets are well connected and support multiple modes of mobility. A range of uses are permitted within the MU-ES-GT including multi-family, retail, light industrial, gas stations and large-scale retail development when outparcels frame the street.

Project Use: The Final Development Plan and Plat details the construction of a mixed-use subdivision consisting of lots noted as Tracts A - I. Of these tracts, only A-C are reserved for future development. Tract D is reserved as a lift station tract, Tract E is reserved for a compensating storage area, Tract F is reserved for stormwater retention, Tract G is reserved for right-of-way, Tract H is reserved for a wetland preservation area, and Tract I is reserved for a wall. An upland buffer measuring 25-feet in width is provided adjacent to the wetland preservation area. This buffer width is consistent with the requirements of Policy 3.9.C.1 of Conservation Element of the Comprehensive Plan. Development of Tracts A-C will be accomplished through the Major/Minor Development Plan process as stipulated in the Land Development Code.

Access: Access to the subdivision will be provided via a full access point along Ocoee-Apopka Road. Right and left turn lanes will be constructed from Ocoee-Apopka Road to facilitate access into the development. Additionally a road connection will be provided to the Oak Pointe residential subdivision to the south which is detailed in the Oak Pointe Development Agreement. A gate will be provided at this entrance. In addition to vehicular access points, a 12-foot wide multi-use path will be provided to the Oak Pointe residential subdivision. This path will lead to Ocoee-Apopka Road and will provide future connection to the bicycle trail network that is planned in this part of the City. The area noted as Tract G on the subdivision plan is a 60-foot and 80-foot wide right-of-way section which is the future road connection to the Oak Pointe residential subdivision. A temporary cul-de-sac is provided on adjacent to the northern portion of Tract A. Per the Oak Pointe Development Agreement, the road shall be conveyed to the City prior to the issuance of the first residential building permit within Oak Pointe South or the closing of the sale of land within Parcels A, B or C of Oak Pointe North. The Oak Pointe North plat must be recorded before the sale of Parcel A, B, or C occurs.

Tract A. 5-foot wide sidewalks will be provided along both sides of the roadway.

Stormwater: The subdivision plan reserves Tract F as the master stormwater retention pond for the subdivision.

Landscaping: A landscape plan has been provided which details the installation of a landscape buffer along the portion of the property adjacent to SR 429 and Ocoee-Apopka Road which consists of one tree and ten shrubs provided each 35-feet. Landscape materials provided consists of Live Oak, Yaupon Holly, Crepe Myrtle, Ligustrum, Sabal Palm, Sweet Viburnum, Drift Roses, Gold Mound Duranta, Parson's Juniper, and Bahia Sod. The landscape plan is prepared in accordance with the requirements of the Land

Development Code. Perimeter and interior landscape plans will be provided by the developer of Tracts A, B, and C.

CONDITIONS OF APPROVAL

1. A traffic impact analysis will be provided for the entire subdivision prior to City approval of the first development plan submitted for Oak Pointe North. As the property is assigned a Mixed Use-East Shore Gateway zoning category, the actual proposed use of any of the three developable parcels and the associated traffic impacts generated from such development will not be known until a development plan is submitted for the property. The traffic impact analysis report must provide the information requested by the City's transportation planner and city engineer.

Location of the intersection at Ocoee-Apopka Road was determined when the Central Florida Expressway Authority acquired portions of the Oak Pointe North property for the construction of S.R. 429 Tollway. The only access to the property from Ocoee-Apopka Road is limited to approximately 85 feet along Ocoee-Apopka Road at the northeast corner of the property.

Consistent with the Oak Pointe Development Agreement, the owner must dedicate road right-of-way to the City of Apopka. This proposed road will include a segment of the Lake Apopka Connector Multi-Use Trail that will run from McCormick Road through Oak Pointe North and then to Magnolia Park at Lake Apopka. Orange County Recreation and Parks Department will undergo design of the trail in fiscal year 2020-21. Trail design was scheduled for year 2019-20 but all of the necessary right-of-way, including that within Oak Pointe North, has not been obtained. Moving the plat through the review and approval process will help obtain the necessary right-of-way to allow the trail design to occur in fiscal year 2020-21.

2. The plat will not be recorded until a road to Parcel A is completed, or the City engineer accepts a performance bond to assure completion.

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

PUBLIC HEARING SCHEDULE:

August 13, 2019 - Planning Commission (5:30 pm)
September 4, 2019 – City Council (1:30 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Oak Pointe North Final Development Plan and Plat.

Recommended Motion: Find the proposed Final Development Plan and Plat consistent with the Comprehensive Plan, and the Land Development Code, and recommend approval of the Oak Pointe North Final Development Plan and Plat, subject to the conditions set forth in the Staff Report and subject to final review by the City Surveyor and City Engineer prior to recording the plat.

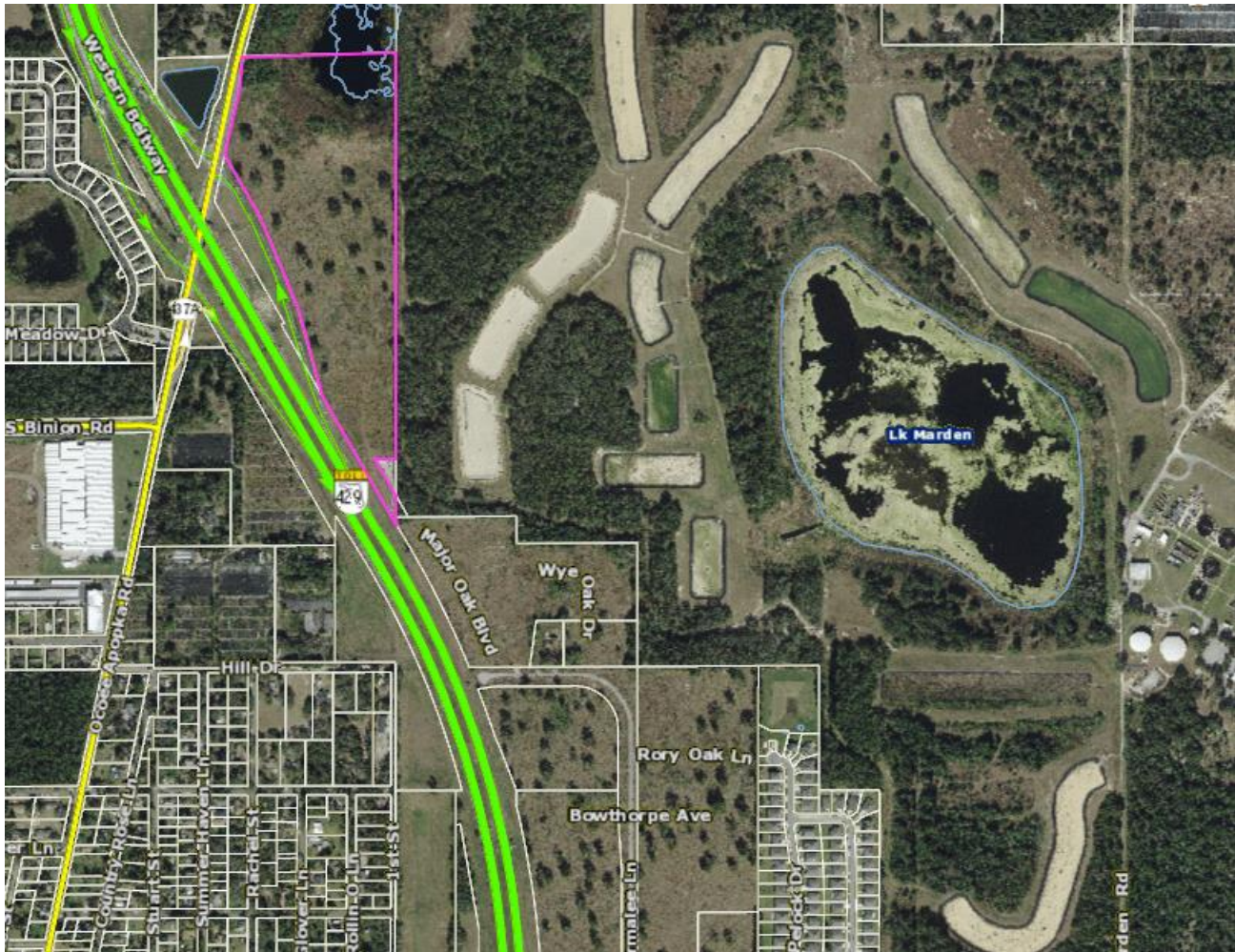
Planning Commission role: The role of the Planning Commission for this development application is to advise the City Council to approve or deny the Plat based on consistency with the Comprehensive Plan, and Land Development Code.

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

Project: Oak Pointe North
Owned by: Thompson Hills Estates, LLC
Located: East of SR 429 and Ocoee-Apopka Road
Parcel ID#s: 29-21-28-0000-00-00-004



VICINITY MAP



**Expressway Authority Taking and Limited Access Point
(Land outlined in red was taken from the Oak Pointe North Property, limiting access to Ocoee
Apopka Road from a narrow point at the northwest corner of the property)**



FINAL DEVELOPMENT PLAN / SUBDIVISION PLAN FOR OAK POINTE - NORTH

APOPKA, FLORIDA
APRIL, 2019

PARCEL ID. NUMBER:
29-21-28-0000-00-004

APPLICANT / OWNER
THOMPSON HILLS ESTATES, LLC
207 ISLAND DRIVE,
JUPITER, FLORIDA 33477
PHONE: (561)746-8848
CONTACT: MALCOLM JONES

ENGINEER
EVANS ENGINEERING, INC.
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
PHONE: (407)872-1515
CONTACT: DAVID EVANS, P.E.

SURVEYOR
ROGER A. HAGLER, P.L.S.M.
PROFESSIONAL LAND SURVEYORS, MAPPERS
585 ORANGE AVE.
SEBASTIAN, FLORIDA 32958
PHONE: (772)205-1231
CONTACT: ROGER A. HAGLER, P.L.S.M.

GEOTECHNICAL ENGINEER
GABI STEPHAN
G.E.O. ENGINEERING & SCIENCES, INC.
250 S. RONALD REAGAN BLVD.
LONGWOOD, FLORIDA 32750
PHONE: (407)379-9510

SHEET INDEX

1.0	COVER SHEET
2.0	GENERAL NOTES
2.1	SURVEY
3.0	EXISTING CONDITIONS AND DEMOLITION PLAN
4.0-4.1	STORMWATER POLLUTION PREVENTION PLAN
4.2-4.3	STORMWATER POLLUTION PREVENTION NOTES AND DETAILS
5.0	OVERALL SITE PLAN
6.0-6.1	SITE GEOMETRY PLAN
7.0-7.1	UTILITY PLAN
8.0-8.1	PAVING, GRADING, AND DRAINAGE PLAN
9.0	PLAN AND PROFILE
10.0	PAVING, GRADING AND DRAINAGE DETAILS
10.1	TYPICAL SECTIONS
11.0-11.2	UTILITY DETAILS
12.0-12.2	OFFSITE TURN LANES
12.3	MAINTENANCE OF TRAFFIC
13.0	LIFT STATION DETAILS

UTILITY COMPANIES

WATER
CITY OF APOPKA
PUBLIC SERVICES DEPARTMENT
948 EAST CLEVELAND ST.
APOPKA, FLORIDA 32703

WASTEWATER
CITY OF APOPKA
PUBLIC SERVICES DEPARTMENT
948 EAST CLEVELAND ST.
APOPKA, FLORIDA 32703

RECLAIMED WATER
CITY OF APOPKA
PUBLIC SERVICES DEPARTMENT
948 EAST CLEVELAND ST.
APOPKA, FLORIDA 32703

STORMWATER
ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT
601 SOUTH LAKE DESTINY ROAD
SUITE 200
MAITLAND, FLORIDA 32751

PHONE
SPECTRUM NETWORKS,
CENTURY LINK
3767 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810
(407)291-2500

CABLE
SPECTRUM NETWORKS,
CENTURY LINK
3767 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810
(407)291-2500

GAS
LAKE APOPKA NATURAL GAS
1320 S. VINELAND ROAD
WINTER GARDEN, FLORIDA 34777
(407)656-2734

ELECTRIC
DUKE ENERGY
275 PONKAN ROAD
APOPKA FLORIDA 32703
(407)629-1010

PLAN PROVIDED FOR:

- ☐ PRELIMINARY PLAN
- ☐ BID SET
- ☒ PERMIT REVIEW SET
- ☐ CONSTRUCTION SET
- ☐ RECORD DRAWING

* THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION
UNLESS APPROVED FOR CONSTRUCTION. CONTRACTOR
SHALL BE RESPONSIBLE FOR ENSURING ALL PERMITS HAVE
BEEN OBTAINED PRIOR TO STARTING CONSTRUCTION.



VICINITY MAP
N.T.S.

NOTES

1. DEVELOPMENT AGREEMENT IS APPLICABLE TO THIS PROJECT



LEGAL DESCRIPTION

TRACT 4:
A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 29, THENCE RUN NORTH 89°01'55" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 763.65 FEET TO THE POINT-OF-BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED, SAID POINT-OF-BEGINNING BEING ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF THAT CERTAIN TAKING OF LIMITED ACCESS RIGHT-OF-WAY FOR STATE ROAD 429, PER ORDER OF TAKING, IN CASE NO. 2010-CA-024594-0, ORANGE COUNTY, FLORIDA, SIGNED NOVEMBER 11, 2010,
THENCE FROM SAID POINT-OF-BEGINNING RUN ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES, FIRST NORTH 22°30'26" WEST, A DISTANCE OF 504.27 FEET; THENCE NORTH 30°13'04" WEST, A DISTANCE OF 379.25 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ADDITIONAL RIGHT-OF-WAY FOR COUNTY ROAD 437A ACCORDING TO THE AFORESAID TAKING; THENCE RUN ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES, FIRST NORTH 12°33'24" EAST, A DISTANCE OF 375.40 FEET; THENCE NORTH 04°13'20" EAST, A DISTANCE OF 109.08 FEET TO A POINT OF INTERSECTION WITH THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 437A PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 75520-2601, SAID INTERSECTION POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5699.58 FEET, A CHORD OF NORTH 14°03'04" EAST, 65.81 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 76°16'47" EAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 0°39'42", A DISTANCE OF 65.81 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, THENCE RUN NORTH 88°34'39" EAST ALONG SAID NORTH LINE, A DISTANCE OF 833.19 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, THENCE RUN SOUTH 00°05'19" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 1343.97 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 870.86 FEET; THENCE DEPART SAID EAST LINE, NORTH 89°55'48" WEST, A DISTANCE OF 115.18 FEET; THENCE RUN SOUTH 29°52'04" EAST, A DISTANCE OF 230.80 FEET BACK TO THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°04'09" WEST ALONG SAID EAST LINE, A DISTANCE OF 158.07 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604, THENCE ALONG THE SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE NORTH 29°52'07" WEST, A DISTANCE OF 808.76 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID ORDER OF TAKING PARCEL, THENCE ALONG THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES, FIRST NORTH 15°27'09" WEST, A DISTANCE OF 499.71 FEET; THENCE NORTH 22°30'26" WEST, A DISTANCE OF 39.64 FEET BACK TO THE POINT-OF-BEGINNING.
THE ABOVE DESCRIBED PARCEL CONTAINS 1438863 SQUARE FEET OR 33.032 ACRES MORE OR LESS.

CELL TOWER SITE: NOT INCLUDED

A PARCEL OF LAND SITUATED IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°00'34" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 158.07 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROJECTION OF A LINE 150 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE ALONG SAID PARALLEL LINE RUN SOUTH 89°52'29" WEST, A DISTANCE OF 1317.80 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE RUN NORTH 00°04'09" EAST ALONG SAID EAST LINE, A DISTANCE OF 120.23 FEET TO THE POINT-OF-BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED,
THENCE FROM THE POINT-OF-BEGINNING RUN NORTH 29°52'07" WEST, A DISTANCE OF 230.80 FEET; THENCE RUN SOUTH 89°55'51" EAST, A DISTANCE OF 115.18 FEET; THENCE RUN SOUTH 00°04'09" WEST, A DISTANCE OF 200.00 FEET BACK TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL CONTAINS 11518 SQUARE FEET OR 0.264 ACRES MORE OR LESS.
FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE REACTIVE TO THE FLORIDA STATE PLANE SYSTEM, NATIONAL ADJUSTED DATUM OF 1983 (NAD83), EAST ZONE TRANSVERSE MERCATOR, ZONE 18-EP.

S 29, T 21S, R 28E



REVIEWS ENGINEERING, INC. FLORIDA P.E. NO. 45586 AUTHORIZATION NO. 6788	9-27-18	△	REVISED PER CITY OF APOPKA COMMENTS DATED 9-21-18	SHS
	8-21-18	△	REVISED PER CITY OF APOPKA COMMENTS DATED 12-11-18	SHS
	8-10-18	△	REVISED PER CITY OF APOPKA COMMENTS DATED 12-10-18	SHS
	11-21-18	△	REVISED PER CITY OF APOPKA COMMENTS DATED 9-20-18	SHS
	9-20-18	△	REVISED PER CITY OF APOPKA COMMENTS DATED 9-11-18	VT
	9-14-18	△	REVISED PER CITY COMMENTS DATED 7-27-18	VT
	7-31-18	△	REVISED PER CITY COMMENTS DATED 7-27-18	VT
	5-22-18	△	REVISED PER CITY COMMENTS DATED 7-27-18	VT

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM WITH THE STANDARDS AND SPECIFICATIONS SET FORTH BY LOCAL, STATE AND FEDERAL REGULATIONS, WHICHEVER IS MORE STRINGENT SHALL APPLY.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE THE NECESSARY RIGHT-OF-WAY PERMIT(S) AND PROVIDE FOR THE SAFETY AND CONTROL OF TRAFFIC DURING CONSTRUCTION.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN-HAND BEFORE BEGINNING ANY CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING (HORIZONTALLY AND VERTICALLY) ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISTRIBUTION SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED, ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- THE LOCATION OF ALL EXISTING UTILITIES, STORM DRAINAGE SYSTEMS, AND TOPOGRAPHIC FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR INACCURACY. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR WILL HALT CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE CITY WITHIN 48 HOURS BEFORE ANY INSPECTIONS. ALSO, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA, SCHEDULES AND SIGNING SAID INSPECTIONS.
- ALL DISTURBED AREAS NOT COVERED BY SOD SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE OR PART OF A STRUCTURE WHICH IS LOCATED OUTSIDE THE LINES, GRADES OR GRADING SECTION, ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATIONS OR REMOVAL IS PROVIDED FOR IN THE CONTRACT, PLANS, OR SPECIFICATIONS.
- ALL WORK AND ALL MATERIALS FURNISHED SHALL BE IN CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT, PLANS OR SPECIFICATIONS.
- PROVIDE A MINIMUM OF 3 FT. COVER FOR ALL UTILITIES UNLESS OTHERWISE NOTED.
- COMPACT ALL UTILITIES TRENCHES WITHIN ROADWAYS TO 98% OF THE PROCTOR MAXIMUM DENSITY.
- THE SPECIFICATIONS, NOTES AND PLANS CALL ATTENTION TO CERTAIN REQUIRED FEATURES OF THE CONSTRUCTION BUT DO NOT PURPORT TO COVER ALL DETAILS OF DESIGN AND CONSTRUCTION. HOWEVER, THE CONTRACTOR SHALL FURNISH AND INSTALL THE WORKS IN ALL DETAILS AND READY FOR OPERATION.
- ALL EQUIPMENT SHALL BE HANDLED, STORED, INSTALLED, TESTED AND OPERATED IN STRICT ACCORDANCE WITH THE APPLICABLE MANUFACTURERS WRITTEN INSTRUCTIONS.
- ALL WORK SHALL BE ACCOMPLISHED TO THE HIGHEST QUALITY CRAFTSMANSHIP STANDARDS.
- ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES ORDINANCES REGULATIONS.
- APPARENT ERRORS, DISCREPANCIES OR OMISSIONS ON THE DRAWINGS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE BIDDING.
- AFTER COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY, A COMPLETED AS-BUILT PLAN ONE WEEK BEFORE FINAL INSPECTION. BEFORE THE FINAL ACCEPTANCE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM A SITE CLEANUP FOR THE REMOVAL OF TRASH, DEBRIS, EXCESS MATERIALS AND EQUIPMENT TO PRESENT THE PROJECT SITE CLEAN AND IN GOOD ORDER.
- NO EXTRA PAYMENTS SHALL BE ALLOWED FOR ANY WORK REQUIRED DUE TO MISUNDERSTANDING OF JOB OR SITE CONDITIONS AFFECTING THE WORK AS DESCRIBED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN THE DRAWINGS, OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATION AS MAY BE DEEMED NECESSARY FOR THE FULFILLMENT OF THE INTENT OF THE CONTRACTS DOCUMENTS. THE TENDERING OF A PROPOSAL WILL ACKNOWLEDGE ACCEPTANCE OF THESE CONDITIONS BY THE BIDDER.
- THE CONTRACTOR SHALL SUBMIT FOUR (4) SETS OF DETAILED SHOP DRAWINGS OF ALL MAJOR ITEMS PROPOSED FOR THIS PROJECT TO THE ENGINEER PRIOR TO ORDERING ANY OF THE EQUIPMENT. TWO (2) COPIES OF THE SHOP DRAWINGS WILL BE RETURNED TO THE CONTRACTOR. UPON THE CONTRACTOR'S PRESENTATION OF APPROVED SHOP DRAWINGS FROM THE ENGINEER, THE CONTRACTOR MAY PROCEED WITH THE WORK.
- INSTALL VALVE BOXES WITH ALL VALVES. VALVE BOXES UNDER THE PAVEMENTS SHALL HAVE TRAFFIC BEARING COVERS.
- THE CONTRACTOR SHALL COMPLY WITH THE LEGAL ROAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.
- DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY, AND ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.
- LOCATION OF PUBLIC WATER SYSTEM MAINS (PIPE SEPARATION REQUIREMENTS).
THE TERM "WATER MAINS" SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER, FIRE HYDRANT LEADS, AND SERVICE LINES THAT ARE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER.
1.) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS
A.) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
B.) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
C.) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
D.) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.06(5)(2), F.S., AND RULE 64E-6.002, F.A.C.
2.) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES
A.) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
B.) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
C.) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
3.) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES
A.) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.
B.) EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.
4.) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.06(5)(2), F.S., AND RULE 64E-6.002, F.A.C.
- WATER MAIN MATERIALS:
A.) POLYVINYL CHLORIDE (PVC) PRESSURE PIPE PVC PIPE OF NOMINAL DIAMETER OF FOUR (4) THROUGH TWELVE (12) - INCHES SHALL BE (BLUE) AWWA STANDARD C900, CLASS 150, DR 18, AND SHALL BEAR THE NSF LOGO FOR POTABLE WATER USE, AND MUST MEET THE REQUIREMENTS OF ASTM D-1784. PVC PIPE OF NOMINAL DIAMETER OF FOURTEEN (14) THROUGH FORTYFOUR (44) - INCHES SHALL BE (BLUE) AWWA STANDARD C905, AND SHALL BEAR THE NSF LOGO FOR POTABLE WATER USE.
B.) DUCTILE IRON PIPE DUCTILE IRON PIPE FOR WATERMAIN FOR PIPE SIZES OF FOUR (4) THROUGH FIFTY (50) - INCHES SHALL CONFORM TO ANSI / AWWA A21.51/C151. A MINIMUM OF PRESSURE CLASS 250 UNLESS OTHERWISE NOTED.
C.) POLYETHYLENE (PE) PRESSURE PIPE PE PIPE OF ONE HALF (1/2) THROUGH THREE (3) - INCHES SHALL BE AWWA STANDARD C901. PE PIPE OF NOMINAL DIAMETER OF FOUR (4) THROUGH SIXTYTHREE (63) - INCHES SHALL BE AWWA STANDARD C906.

- WATER MAIN JOINTS
1.) PVC PIPE SHALL BE INTEGRAL BELL PUSH-ON TYPE JOINTS CONFORMING TO ANSI / AWWA D3139.
2.) JOINTS FOR DUCTILE IRON PIPE AND FITTING JOINTS SHALL BE PUSH-ON OR MECHANICAL JOINTS CONFORMING TO ANSI / AWWA A21.11/C111. WHERE CALLED FOR IN THE PLANS, RESTRAINED OR FLANGED JOINTS SHALL BE PROVIDED. FLANGED JOINTS SHALL CONFORM TO ANSI STANDARD B16.1 - 125LB. RESTRAINED JOINTS SHALL CONFORM TO NOTE 31 OF THIS SHEET.
- PVC AND DUCTILE IRON PIPE WATER MAIN FITTINGS
ANY FITTINGS REQUIRED SHALL BE MECHANICAL JOINT DUCTILE IRON OR GREY IRON CONFORMING TO ANSI / AWWA A21.10 / C110, 250 PSI MINIMUM PRESSURE RATING, OR DUCTILE IRON COMPACT FITTINGS FOUR (4) THROUGH TWELVE (12) - INCHES IN ACCORDANCE WITH ANSI / AWWA A21.53 / C153. SERVICE PIPE, STOPS AND FITTINGS
1.) SERVICE PIPE
ALL SERVICE LINES SHALL BE 1", 1-1/2" OR 2" POLYETHYLENE TUBING, WITH NSF LOGO FOR POTABLE WATER USE, AND MUST CONFORM TO SPECIFICATION IN AWWA C800 AND AWWA C901.
2.) STOPS
CORPORATION STOPS SHALL BE 1", 1-1/2" OR 2" BRASS, EQUIPPED WITH CONNECTIONS COMPATIBLE WITH THE POLYETHYLENE TUBING AND THREADED IN ACCORDANCE WITH SPECIFICATIONS IN AWWA C800 AND AWWA C901. CURB STOPS SHALL BE SIZED TO MATCH THE METER SIZE AND CONFORM TO THE SPECIFICATIONS IN AWWA C800 AND AWWA C901.
3.) FITTINGS
FITTINGS SHALL BE BRASS, CAST AND MACHINED IN ACCORDANCE WITH SPECIFICATIONS IN AWWA C800 AND AWWA C901 / WITH COMPATIBLE POLYETHYLENE TUBING CONNECTIONS.
4.) SERVICE SADDLES
A SERVICE SADDLE SHALL BE USED FOR ALL SERVICE LINE TRAPS. SERVICE SADDLES SHALL BE DOUBLE STRAP, ANCHORED BY A MINIMUM FOUR (4) BOLT PATTERN ON A DUCTILE IRON SADDLE BODY. SERVICE SADDLES FOR PVC PIPES SHALL HAVE THE DOUBLE STRAP SIZED EXACTLY TO THE PIPE OUTSIDE DIAMETER. SEALING GASKETS SHALL BE BUNA-N RUBBER AND STRAPS SHALL BE CORROSION RESISTANT ALLOY STEEL. THE CITY MAY REQUIRE A STAINLESS STEEL STRAP AND FUSION EPOXY OR RIGID COATED DUCTILE IRON BODY WITH STAINLESS STEEL HARROWARE IN AREAS DESIGNATED AS CORROSIVE.
G.) MARKING FOR WATER MAIN
ALL NON-METALLIC WATERMAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED SINGLE STRAND 10 GAUGE COPPER WIRE RATED 600V DIRECT BURY, INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. IN ADDITION ALL PVC WATERMAINS SHALL BE EITHER A SOLID BLUE COLOR OR WHITE WITH BLUE LETTERING. ALL LETTERING SHALL APPEAR LEGIBLY ON PIPE AND SHALL RUN THE ENTIRE LENGTH OF THE PIPE. LETTERING SHALL READ AS IS ACCEPTABLE FOR THE INTENDED USE. ALL DUCTILE IRON WATERMAINS SHALL BE MARKED WITH A CONTINUOUS STRIPE LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. SAID STRIPE SHALL BE A MINIMUM 2 INCHES IN WIDTH AND SHALL BE BLUE IN COLOR, FOR POLYETHYLENE (PE) PRESSURE PIPE, THE USE OF SOLID-COLOR, NON-BLACK PIPE, COLOR-STRIPED PIPE, OR A CO-EXTRUDED COLORED PIPE IS ALLOWED. BLACK PIPES SHALL HAVE CONTINUOUS STRIPES LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. STRIPES SHALL BE AT LEAST 1/2" TO THE AXIS AT NO GREATER THAN 30-DEGREE INTERVALS AROUND THE PIPE (4 STRIPES).
- SANITARY PIPE MATERIALS
A.) PVC GRAVITY SEWER PIPE
PVC GRAVITY SEWER PIPE (4"-15"), ASTM D3034, SDR 35, UNIFORM MINIMUM "PIPE STIFFNESS" AT FIVE (5) PERCENT DEFLECTION SHALL BE 46 PSI. THE JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET JOINTS MANUFACTURED IN ACCORDANCE WITH ASTM D3212 AND ASTM 7471. APPLICABLE ONE-BELL PLASTIC PIPE ASSOCIATION STANDARD IS 51-8-4. ALL PVC PIPE SHALL BEAR THE NSF-DW SEAL. THE MINIMUM STANDARD LENGTH OF THE PIPE SHALL BE THIRTEEN (13) FEET.
B.) DIP GRAVITY SEWER PIPE
DUCTILE IRON PIPE SHALL CONFORM TO ANSI/AWWA A21.51/C151, CLASS THICKNESS DESIGNED PER ANSI/AWWA A21.51/C151, WITH MECHANICAL OR PUSH ON JOINTS. AN INTERIOR PROTECTIVE LINING OF PROTECTO-401 CERAMIC GROUT SHALL BE MINIMUM DRY THICKNESS OF 30 MILS DUCTILE IRON GRAVITY SEWERS, WHERE CALLED FOR BY THE CITY SHALL BE WRAPPED WITH POLYETHYLENE FILM, AWWA C105. THE MINIMUM STANDARD STANDARD LENGTH OF PIPE SHALL BE EIGHTEEN (18) FEET. (DUCTILE IRON SHALL NOT BE USED FOR SANITARY SEWER UNLESS APPROVED BY THE DIRECTOR).
- PIPE MARKINGS
ALL PIPES SHALL HAVE A HOINKING MARK ON THE SPIGOT PROVIDED BY THE MANUFACTURER. ON FIELD CUT PIPE, CONTRACTOR SHALL PROVIDE HOINKING MARKON THE SPIGOT IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
D.) JOINT MATERIALS
PVC PIPE PVC SEWER PIPE JOINTS SHALL BE FLEXIBLE ELASTOMERIC SEALS PER ASTM D3212. DUCTILE IRON PIPE DUCTILE IRON PIPE AND FITTING SHALL BE "PUSH-ON" OR MECHANICAL JOINTS CONFORMING TO ANSI A21.11.
E.) FITTINGS
ALL FITTINGS SHALL BE THE SAME MATERIAL AS THE PIPE..

- FORCE MAINS
A.) PVC PIPE
PVC PIPE OF NOMINAL DIAMETER OF FOUR (4) THROUGH TWELVE (12)-INCHES SHALL BE GREEN AWWA C500, CLASS 150 DR-25 OR CLASS 100 DR-21, AND MUST MEET THE REQUIREMENTS OF ASTM D-1784.
B.) DUCTILE IRON PIPE
DUCTILE IRON PIPE FOR FORCEMAINS FOR PIPE SIZES OF FOUR (4) THROUGH FIFTYFOUR (54)-INCHES SHALL CONFORM TO ANSI / AWWA A21.51/C151, A MINIMUM OF PRESSURE CLASS 250 UNLESS OTHERWISE NOTED. (DUCTILE IRON SHALL NOT BE USED FOR FORCEMAIN UNLESS APPROVED BY THE DIRECTOR).
- FORCE MAIN JOINTS
1.) PVC PIPE SHALL HAVE INTEGRAL BELL PUSH-ON TYPE JOINTS CONFORMING TO ASTM D3139.
2.) JOINTS FOR DUCTILE IRON PIPE AND FITTING JOINTS SHALL BE PUSH-ON OR MECHANICAL JOINTS CONFORMING TO ANSI / AWWA A21.11/C111. WHERE CALLED FOR IN THE PLANS, RESTRAINED OR FLANGED JOINTS SHALL BE PROVIDED. FLANGED JOINTS SHALL CONFORM TO ANSI STANDARD B16.1 - 125LB. RESTRAINED JOINTS SHALL CONFORM TO NOTE 31 OF THIS SHEET.
- PVC AND DUCTILE IRON PIPE FORCE MAIN FITTINGS ANY FITTINGS REQUIRED SHALL BE MECHANICAL JOINT DUCTILE IRON OR GREY IRON CONFORMING TO ANSI / AWWA A21.10 / C110, 250 PSI MINIMUM PRESSURE RATING, OR DUCTILE IRON COMPACT FITTINGS FOUR (4) THROUGH TWELVE (12) - INCHES IN ACCORDANCE WITH ANSI / AWWA A21.53 / C153.
- MARKING FOR FORCE MAIN
ALL NON-METALLIC FORCEMAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED SINGLE STRAND 10 GAUGE COPPER WIRE RATED 600V DIRECT BURY, INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. IN ADDITION ALL PVC RECLAIMED MAINS SHALL BE EITHER A SOLID GREEN COLOR OR WHITE WITH GREEN LETTERING. ALL LETTERING SHALL APPEAR LEGIBLY ON PIPE AND SHALL RUN THE ENTIRE LENGTH OF THE PIPE. LETTERING SHALL READ AS IS ACCEPTABLE FOR THE INTENDED USE. ALL DUCTILE IRON FORCEMAINS SHALL BE MARKED WITH A CONTINUOUS STRIPE LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. SAID STRIPE SHALL BE A MINIMUM 2 INCHES IN WIDTH AND SHALL BE GREEN IN COLOR. BACKFILL SHALL NOT BE PLACED FOR 30 MINUTES FOLLOWING PAINT APPLICATION.
- RECLAIMED WATER MAINS
A.) PVC PIPE
PVC PIPE OF NOMINAL DIAMETER OF FOUR (4) THROUGH TWELVE (12) - INCHES SHALL BE (LAVENDER) AWWA STANDARD C900, CLASS 150, DR 18, AND MUST MEET THE REQUIREMENTS OF ASTM D-1784.
B.) DUCTILE IRON PIPE
DUCTILE IRON PIPE FOR RECLAIMED WATER FOR PIPE SIZES OF FOUR (4) THROUGH FIFTY (50) - INCHES SHALL CONFORM TO ANSI / AWWA A21.51/C151. A MINIMUM OF PRESSURE CLASS 250 UNLESS OTHERWISE NOTED.
C.) RECLAIMED MAIN JOINTS
1.) PVC PIPE SHALL HAVE INTEGRAL BELL PUSH-ON TYPE JOINTS CONFORMING TO ASTM D3139.
2.) JOINTS FOR DUCTILE IRON PIPE AND FITTING JOINTS SHALL BE PUSH-ON OR MECHANICAL JOINTS CONFORMING TO ANSI / AWWA A21.11/C111. WHERE CALLED FOR IN THE PLANS, RESTRAINED OR FLANGED JOINTS SHALL BE PROVIDED. FLANGED JOINTS SHALL CONFORM TO ANSI STANDARD B16.1 - 125LB. RESTRAINED JOINTS SHALL CONFORM TO NOTE 31 OF THIS SHEET.
D.) PVC AND DUCTILE IRON PIPE RECLAIMED MAIN FITTINGS
ANY FITTINGS REQUIRED SHALL BE MECHANICAL JOINT DUCTILE IRON OR GREY IRON CONFORMING TO ANSI / AWWA A21.10 / C110, 250 PSI MINIMUM PRESSURE RATING, OR DUCTILE IRON COMPACT FITTINGS FOUR (4) THROUGH TWELVE (12) - INCHES IN ACCORDANCE WITH ANSI / AWWA A21.53 / C153.
E.) MARKING FOR RECLAIMED MAIN
ALL NON-METALLIC RECLAIMED MAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED SINGLE STRAND 10 GAUGE COPPER WIRE RATED 600V DIRECT BURY, INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. IN ADDITION ALL PVC RECLAIMED MAINS SHALL BE EITHER A SOLID LAVENDER COLOR OR WHITE WITH LAVENDER LETTERING. ALL LETTERING SHALL APPEAR LEGIBLY ON PIPE AND SHALL RUN THE ENTIRE LENGTH OF THE PIPE. LETTERING SHALL READ AS IS ACCEPTABLE FOR THE INTENDED USE. ALL DUCTILE IRON RECLAIMED MAINS SHALL BE MARKED WITH A CONTINUOUS STRIPE LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. SAID STRIPE SHALL BE A MINIMUM 2 INCHES IN WIDTH AND SHALL BE LAVENDER IN COLOR. BACKFILL SHALL NOT BE PLACED FOR 30 MINUTES FOLLOWING PAINT APPLICATION.

- VALVES
A.) BUTTERFLY VALVES ARE REQUIRED ON LINES BEING 16-INCHES OR GREATER.
B.) VALVES 2-INCH AND SMALLER
VALVES SHALL BE BRONZE, WEDGE, DISC, NON-RAISING STEM TYPE, 150 PSI MINIMUM WORKING PRESSURE, EQUIPPED WITH WROUGHT STEEL, ALUMINUM OR CAST IRON OPERATING HAND WHEEL. VALVES SHALL MEET FEDERAL SPECIFICATIONS WW440. THESE VALVES SHALL BE FIGURE 3FG AS MANUFACTURED BY AMERICAN VALVE COMPANY OR APPROVED EQUAL.
C.) VALVE BOXES
UNITS SHALL BE SCREW TYPE, CAST IRON, MINIMUM DIAMETER OF 5-INCHES WITH COVER CAST WITH THE APPLICABLE INSCRIPTION IN LEGIBLE LETTERING ON THE TOP "WATER". BOXES SHALL BE SUITABLE FOR THE APPLICABLE SURFACE LOADING AND VALVE SIZE DOMESTIC ONLY AND SHALL BE MANUFACTURED BY TYLER COMPANY OR APPROVED EQUAL.
D.) WASTEWATER AIR / VACUUM-RELEASE VALVE
THE VALVE BODY SHALL BE OF CAST IRON ASTM A126-B; THE FLOAT, FLOOD GUIDE AND STEM SHALL BE OF STAINLESS STEEL TYPE 304. THE RESILIENT SEAT SHALL BE OF BUNA-N. THE VALVE SHALL BE SUITABLE FOR 150 PSIG WORKING PRESSURE. VALVE SHALL BE STANDARD TWO (2)-INCH NPT INLET AND OUTLET PORTS. AIR RELEASE VALVES SHALL BE REQUIRED AT ALL HIGH POINTS IN THE PROPOSED SEWER LINES. A HIGH POINT IS DEFINED AS TWO (2) TIMES THE DIAMETER OF THE FORCE MAIN.
E.) THE CONTRACTOR MUST SUBMIT HIS PLAN FOR TESTING TO THE ENGINEER FOR REVIEW AT LEAST TEN (10) DAYS BEFORE STARTING THE TEST. THE CONTRACTOR SHALL REMOVE AND ADEQUATELY DISPOSE ALL BLOCKING MATERIAL AND EQUIPMENT AFTER COMPLETION AND ACCEPTANCE OF THE FIELD HYDROSTATIC TEST, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ANY DAMAGE TO THE PIPE COATING SHALL BE REPAIRED BY THE CONTRACTOR. LINES SHALL BE TOTALLY FREE AND CLEAN PRIOR TO FINAL ACCEPTANCE.

- WASTEWATER AIR / VACUUM-RELEASE VALVE
THE VALVE BODY SHALL BE OF CAST IRON ASTM A126-B; THE FLOAT, FLOOD GUIDE AND STEM SHALL BE OF STAINLESS STEEL TYPE 304. THE RESILIENT SEAT SHALL BE OF BUNA-N. THE VALVE SHALL BE SUITABLE FOR 150 PSIG WORKING PRESSURE. VALVE SHALL BE STANDARD TWO (2)-INCH NPT INLET AND OUTLET PORTS. AIR RELEASE VALVES SHALL BE REQUIRED AT ALL HIGH POINTS IN THE PROPOSED SEWER LINES. A HIGH POINT IS DEFINED AS TWO (2) TIMES THE DIAMETER OF THE FORCE MAIN.
E.) RESILIENT SEAT GATE VALVES
VALVES SHALL BE RESILIENT SEAT WEDGE TYPE. VALVES SHALL BE FURNISHED WITH O-RING STEM SEALS USING TWO (2) O-RINGS LOCATED ABOVE AND ONE (1) O-RING LOCATED BELOW THE THRUST COLLAR. O-RINGS SHALL BE SET IN THE GROOVES IN THE STEM. INTERNAL AND EXTERNAL SURFACES OF THE VALVE BODY AND BONNET SHALL BE COATED WITH EPOXY TO AWWA C550 STANDARDS. GATES FOR ALL VALVE SIZES SHALL BE COMPLETELY ENCAPSULATED IN RUBBER, INCLUDING STEM BORE. VALVES SHALL BE CAPABLE OF INSTALLATION IN ANY POSITION WITH RATED SEALING IN BOTH DIRECTIONS. VALVES SHALL BE STYLE 3067 AS MANUFACTURED BY MH VALVE COMPANY OR APPROVED EQUAL.
F.) RESILIENT TAPPING VALVES
VALVES SHALL BE FURNISHED WITH THE DESIGN TAPPING FLANGE HAVING A RAISED FACE OR LIP DESIGNED TO ENGAGE THE CORRESPONDING RECESS IN THE TAPPING SLEEVE FLANGE IN ACCORDANCE WITH MSS S760. TAPPING VALVES WITHOUT THE RAISED FACE ON THE TAPPING FLANGE ARE NOT PERMITTED SINCE THEY DO NOT ASSURE THE PROPER ALIGNMENT REQUIRED TO PREVENT DAMAGE BY A MISALIGNED SHELL CUTTER. THE INTERIOR OF THE WATERWAY IN THE BODY SHALL BE FULL OPENING AND CAPABLE OF PASSING A FULL SIZED SHELL CUTTER EQUAL TO THE NOMINAL DIAMETER OF THE VALVE SHALL BE METROSEAL AS MANUFACTURED BY U.S. PIPE OR APPROVED EQUAL.
G.) BUTTERFLY VALVES (BFV)
VALVES SHALL BE CAST OR DUCTILE IRON BODY ALLOY, CAST IRON OR DUCTILE IRON DISC. VALVE SEAT SHALL BE 16-8 TYPE 304 STAINLESS STEEL MADE INTEGRAL WITH THE VALVE BODY, SHAFT SIZE AND OTHER SPECIAL REQUIREMENTS SELECTED IN ACCORDANCE WITH THE SPECIFIC DESIGN AND SHALL COMPLY WITH PROVISIONS OF AWWA C500. VALVES SHALL BE FURNISHED WITH O-RING STEM SEALS USING TWO (2) O-RINGS LOCATED ABOVE AND ONE (1) O-RING LOCATED BELOW THE THRUST COLLAR. O-RINGS SHALL BE SET IN THE GROOVES IN THE STEM. INTERNAL AND EXTERNAL SURFACES OF THE VALVE BODY AND BONNET SHALL BE COATED WITH EPOXY TO AWWA C550 STANDARDS. GATES FOR ALL VALVE SIZES SHALL BE COMPLETELY ENCAPSULATED IN RUBBER, INCLUDING STEM BORE. VALVES SHALL BE CAPABLE OF INSTALLATION IN ANY POSITION WITH RATED SEALING IN BOTH DIRECTIONS. VALVES SHALL BE STYLE 3067 AS MANUFACTURED BY MH VALVE COMPANY OR APPROVED EQUAL.
H.) PLUG VALVES/PLUG VALVES SHALL BE USED FOR SEWER FORCE MAINS UNLESS OTHERWISE INDICATED ON THE DRAWINGS). PLUG VALVES SHALL MEET THE REQUIREMENTS OF AWWA C509. VALVES SHALL BE RATED 100 PSI WORKING PRESSURE AND A MINIMUM 300 PSI TEST PRESSURE. THE OPERATING NUTS SHALL BE 2-INCHES SQUARE. ALL VALVES SHALL OPEN COUNTERCLOCKWISE. PLUG VALVES SHALL BE MECHANICAL JOINT. VALVES SHALL BE OF THE NON-LUBRICITY AND ECCENTRIC TYPE WITH RESILIENT FACED PLUGS AND SHALL BE FURNISHED WITH END CONNECTIONS. FLANGED VALVES SHALL BE FACED AND DRILLED TO THE ANSI 125/150 LB. STANDARD. MECHANICAL JOINT ENDS SHALL MEET AWWA C111, CLASS B. VALVE BODIES SHALL BE OF ASTM A 126, CLASS B 50M-STEEL. 31,000 PSI TENSIL STRENGTH MINIMUM IN COMPLIANCE WITH AWWA C507 AND C504. ALL EXPOSED NUTS, BOLTS, SPRINGS, ETC. SHALL BE ZINC OR CADMIUM PLATED. RESILIENT PLUG FACING SHALL BE OF HYCAR OR NEOPRENE. PORT AREAS FOR VALVES 4-INCHES THROUGH 20-INCHES SHALL BE GREEN TINTED NOMINAL PIPE DIAMETER. VALVES 24-INCHES AND LARGER SHALL HAVE A MINIMUM PORT AREA OF 70 PERCENT OF NOMINAL PIPE DIAMETER. VALVES SHALL BE FURNISHED WITH PERMANENTLY LUBRICATED STAINLESS STEEL OR OIL-IMPREGNATED BRONZE UPPER AND LOWER PLUG STEPS. BUSHINGS, THESE BUSHINGS SHALL COMPLY WITH AWWA C507 AND C504. SEALS IN 4-INCH AND LARGER VALVES SHALL HAVE A WELDED-IN OVERLAY OF HIGH NICKEL CONTENT ON ALL SURFACES CONTACTING WITH THE PLUG FACE WHICH COMPLY WITH AWWA C507 AND C504. VALVE SEAT SEALS SHALL BE ADJUSTABLE AND COMPLY WITH AWWA C507. ALL BURRED VALVES SHALL BE FITTED WITH VALVE BOXES. ALL PLUG VALVES GREATER THAN 12-INCHES SHALL BE EQUIPPED WITH A SIDE ACTUATOR MECHANISM DESIGNED SPECIFICALLY FOR AND SUPPLIED BY THE VALVE MANUFACTURER.
I.) CONNECTION TO EXISTING LINES TO WHICH PIPING OF THIS CONTRACT MUST CONNECT, THE FOLLOWING WORK SHALL BE PERFORMED.
A.) EXPOSE BURIED LINES TO CONFIRM OR DETERMINE END CONNECTION, PIPE MATERIAL AND DIAMETER.
B.) FURNISHING AND INSTALLING PIPING AND MAKING PROPER CONNECTIONS.
J.) THRUST BLOCKS
A.) LONGITUDINAL THRUST ALONG PRESSURIZED PIPE LINES AT BENDS, TEES, REDUCERS, AND CAPS OR PLUGS SHALL BE COUNTERACTED BY WEIGHT OF CONCRETE TO COUNTER BALANCE THE VERTICAL AND HORIZONTAL THRUST FORCE. WHERE UNDISTURBED TRENCH WALLS ARE NOT AVAILABLE FOR THRUST BLOCKING, THE CONTRACTOR SHALL FURNISH AND INSTALL SUITABLE PIPE HARNESSES OR TIES DESIGNED AND MANUFACTURED SPECIFICALLY FOR THIS PURPOSE. HARNESSES AND / OR TIES SHALL BE APPROVED BY THE ENGINEER.
B.) JOINTS SHALL BE PROTECTED BY FELT ROOFING PAPER PRIOR TO PLACING CONCRETE THRUST BLOCK.
C.) BEARING AREA OF THRUST BLOCKS SHALL BE ADEQUATE TO PREVENT ANY MOVEMENT OF THE FITTING AND SHALL BE OF THE SIZE AND DIMENSIONS AS SHOWN ON THE DRAWINGS.
D.) CONCRETE FOR THRUST BLOCK SHALL BE CLASS C. CONCRETE SHALL BE PLACED AGAINST UNDISTURBED MATERIAL, AND SHALL NOT COVER JOINTS, BOLTS OR NUTS, OR INTERFERE WITH THE REMOVAL OF ANY JOINT. WOODEN SIDE FORMS SHALL BE PROVIDED FOR THRUST BLOCKS. IN THE CASE OF THRUST BLOCKING AND WITH THE APPROVAL OF THE ENGINEER, PIPE HARNESSES AND/OR TIES, OR RESTRAINED PUSH-ON, OR RESTRAINED MECHANICAL JOINTS MAY BE USED.
E.) RESTRAINED JOINTS SHALL BE USED WHERE SHOWN ON THE DRAWINGS.
- RESTRAINED JOINTS
A.) SECTIONS OF PIPING DESIGNATED ON THE DRAWINGS AS HAVING RESTRAINED JOINTS OR THOSE REQUIRING RESTRAINED JOINTS SHALL BE CONSTRUCTED USING PIPE AND FITTINGS WITH RESTRAINED "LOCKED-TYPE" JOINTS AND THE JOINTS SHALL BE CAPABLE OF HOLDING AGAINST WITHDRAWAL FOR LINE PRESSURES 30% ABOVE THE NORMAL WORKING PRESSURE, BUT NOT LESS THAN 150 PSI. THE PIPE AND FITTINGS SHALL BE SHOWN FOR RESTRAINED PUSH-ON JOINTS OR RESTRAINED MECHANICAL JOINTS ON PAGE 416 IN SECTION VI, IN THE HANDBOOK OF CAST IRON PIPE, 4TH EDITION. MECHANICAL JOINT DUCTILE IRON PIPE RETAINER GLANDS WILL BE PERMITTED ONLY WHEN RESTRAINED JOINTS ARE NOT READILY AVAILABLE.
B.) RESTRAINED PIPE JOINTS THAT ACHIEVE RESTRAINT BY INCORPORATING CUT OUT SECTIONS IN THE WALL OF THE PIPE SHALL HAVE A MINIMUM WALL THICKNESS AT THE POINT OF CUT OUT THAT CORRESPONDS WITH THE MINIMUM SPECIFIED THICKNESS FOR THE REST OF THE PIPE.
C.) THE MINIMUM NUMBER OF RESTRAINED JOINTS REQUIRED FOR RESISTING FORCES AT FITTINGS AND CHANGES IN DIRECTION OF PIPE SHALL BE DETERMINED FROM THE LENGTH OF THE RESTRAINED PIPE ON EACH SIDE OF FITTINGS AND CHANGES IN DIRECTION OF PIPE. THE FORMULA WHICH RELATES FRICTION WITH THE SOIL, THE FORMULA AND PARAMETERS GIVEN BELOW SHALL BE USED TO DETERMINE THE MINIMUM REQUIREMENTS.
D.) BOLTS AND NUTS FOR RESTRAINED JOINTS SHALL BE CORTEN, LOW ALLOY, HIGH STRENGTH STEEL.
E.) THE CONTRACTOR SHALL ALSO PROVIDE RESTRAINED JOINTS IN ACCORDANCE WITH THE ABOVE CRITERIA WHENEVER THRUST BLOCKS ARE NOT USED IN CONNECTION WITH BELOW GROUND FITTINGS ON LINES 6-INCHES IN DIAMETER OR LESS, AND AS APPROVED BY THE ENGINEER.
- PRESSURE AND LEAKAGE TEST OF UNDERGROUND PRESSURE PIPING
A.) HYDROSTATIC PRESSURE AND LEAKAGE TEST SHALL CONFORM WITH SECTION 7.3 OF AWWA C605 (PVC) AND SECTION 5.2 OF AWWA C600 (DIP) SPECIFICATION WITH THE EXCEPTION THAT THE CONTRACTOR SHALL FURNISH ALL GAUGES, METER, PRESSURE PUMPS AND OTHER EQUIPMENT NEEDED TO TEST THE LINE, HYDROSTATIC PRESSURE AND LEAKAGE TEST FOR POLYETHYLENE (PE) PRESSURE PIPE SHALL CONFORM WITH CHAPTER 9 OF AWWA MANUAL M55. NO LEAKAGE IS ALLOWED DURING FIELD PRESSURE TESTING OF PE PIPES THAT ARE JOINED BY THERMAL OR FUSE BUTT WELDING.
B.) THE PRESSURE REQUIRED FOR THE FIELD HYDROSTATIC PRESSURE TEST SHALL BE 50% ABOVE THE NORMAL WORKING PRESSURE BUT NOT LESS THAN 150 PSI. THE CONTRACTOR SHALL PROVIDE TEMPORARY PLUGS AND BLOCKING NECESSARY TO MAINTAIN THE REQUIRED TEST PRESSURE. CORPORATION COCKS AT LEAST 3/4-INCH IN DIAMETER, PIPE RISER AND ANGLE GLOBE VALVES SHALL BE PROVIDED AT EACH PIPE DEAD-END IN ORDER TO BLEED AIR FROM THE LINE. DURATION OF PRESSURE TEST SHALL BE AT LEAST TWO (2) HOURS WITH NO DROP IN TEST PRESSURE. THE COST OF THESE ITEMS SHALL BE PAID BY THE CONTRACTOR.
C.) THE LEAKAGE TEST SHALL BE CONDUCTED FOLLOWING THE PRESSURE TEST AND SHALL BE OF NOT LESS THAN 2 HOURS DURATION. ALL LEAKS EVIDENT AT THE SURFACE SHALL BE REPAIRED AND LEAKS ELIMINATED REGARDLESS OF TOTAL LEAKAGE AS SHOWN BY TEST. LINES WHICH FAIL TO MEET TESTS SHALL BE REPAIRED AND RETESTED AS NECESSARY UNTIL TEST REQUIREMENTS ARE MET. DEFECTIVE MATERIALS, PIPES, VALVES, AND ACCESSORIES SHALL BE REMOVED AND REPLACED. THE PIPE LINES SHALL BE TESTED IN SUCH SECTIONS AS MAY BE DIRECTED BY THE ENGINEER. SHUTTING VALVES OR INSTALLING TEMPORARY PLUGS AS REQUIRED, THE LINES SHALL BE FILLED WITH WATER ALL AIR REMOVED AND THE TEST PRESSURE SHALL BE MAINTAINED IN THE PIPE FOR THE ENTIRE TEST PERIOD BY PUMPS OR A RE-PRESSURE DEVICE. THE AMOUNT OF WATER REQUIRED TO ACCURATE MEANS SHALL BE PROVIDED FOR MEASURING THE WATER REQUIRED TO MAINTAIN THIS PRESSURE. THE AMOUNT OF WATER REQUIRED IS A MEASURE OF THE LEAKAGE.
D.) THE AMOUNT OF LEAKAGE WHICH WILL BE PERMITTED SHALL BE IN ACCORDANCE WITH AWWA C600 STANDARDS FOR ALL PRESSURE. NO PIPE INSTALLATION SHALL BE ACCEPTED IF THE LEAKAGE IS GREATER THAN THE FOLLOWING FORMULA:
THIS FORMULA SHALL BE USED FOR "PVC" PIPE
$$L = \frac{H D \sqrt{P}}{7,400}$$

WHERE:
L = ALLOWABLE LEAKAGE (GAL/HOUR)
S = LENGTH OF PIPE TESTED (LINEAR FEET)
D = NOMINAL DIAMETER OF PIPE (INCHES)
P = 150 PSI FOR WATERMAINS
P = 100 PSI FOR FORCEMAINS
N = NUMBER OF JOINTS
THIS FORMULA SHALL BE USED FOR "DIP" PIPE
$$L = \frac{S D \sqrt{P}}{133,200}$$

WHERE:
L = ALLOWABLE LEAKAGE (GAL/HOUR)
S = LENGTH OF PIPE TESTED (LINEAR FEET)
D = NOMINAL DIAMETER OF PIPE (INCHES)
P = 150 PSI FOR WATERMAINS
P = 100 PSI FOR FORCEMAINS
N = NUMBER OF JOINTS

- DISINFECTION
PRIOR TO ACCEPTANCE OF THE LINES, AND PRIOR TO USE OF SAID MAINS OF DOMESTIC PURPOSES, THE CONTRACTOR SHALL FLUSH THE LINE CLEAR OF FOREIGN MATERIAL AND THEN STERILIZE THE PIPELINE, INCLUDING ALL VALVES AND FITTINGS, IN ACCORDANCE WITH AWWA C651.
- CHLORINATION
THE CHLORINATING AGENT SHALL BE APPLIED AT THE BEGINNING OF THE SECTION ADJACENT TO THE FEEDER CONNECTION AND SHALL BE INJECTED THROUGH A CORPORATION COCK, HYDRANT OR OTHER CONNECTION INSURING TREATMENT OF THE ENTIRE LINE. THE CHLORINATING AGENT SHALL BE ANY COMPOUND SPECIFIED BY SAID AWWA C651 REQUIREMENTS, SUCH AS "HTH" OR OTHER APPROVED CHLORINE-BEARING COMPOUNDS. WATER SHALL BE FED SLOWLY INTO THE NEW LINE WITH CHLORINE APPLIED IN AMOUNTS TO PRODUCE A DOSAGE OF 40 TO 50 PPM AND A RESIDUAL OF NOT LESS THAN 50 PPM IN ALL PARTS OF THE LINE AFTER A 24-HOUR PERIOD HAS ELAPSED. DURING CHLORINATION PROCESS, OPERATE ALL VALVES AND ACCESSORIES.
- FLUSHING THE WATER LINE
CARE SHALL BE TAKEN TO PROVIDE DISINFECTIONS TO THE TOTAL SYSTEM AND EXTREMITIES SHALL BE CAREFULLY FLUSHED TO ACCOMPLISH THIS END.
- CONNECTION TO EXISTING WATER MAINS
IF THE CONNECTION OF PROPOSED WATER MAIN RESULTS IN DEPRESSURIZATION OF EXISTING WATER MAIN BELOW 20 PSI, ONE OF THE FOLLOWING SHALL OCCUR:
A.) PRECAUTIONARY BOIL WATER NOTICE SHALL BE ISSUED IN ALL AREAS WHERE AN INTERRUPTION OF WATER SERVICE THAT HAS BEEN DEEMED A HEALTH THREAT BY D.E.P. WILL OCCUR, OR WILL AFFECT THE BACTERIOLOGICAL QUALITY OF THE EXISTING WATER MAIN. THE ISSUANCE OF THE BOIL WATER NOTICES SHALL BE HANDLED IN THE FIELD BY THE UTILITY OWNER.
B.) ADVISORIES SHALL BE ISSUED IF TEMPORARY CHANGES IN WATER QUALITY ARE EXPECTED TO OCCUR AND ARE NOT DEEMED AN IMMINENT PUBLIC HEALTH THREAT. THE ADVISORIES SHALL ALSO BE ISSUED BY THE UTILITY OWNER.
- FIRE HYDRANTS
VALVES SHALL BE 5-1/4" VALVE OPENING, 42" BURY, 6" H) SHOE, BRONZE TO BRONZE SEATING, DUCTILE IRON DIRT SHIELD, SHOE, UPPER AND LOWER BARREL SHALL BE FUSION COAT PER AWWA C-550-05. DRY BARREL WITH ONE 4-1/2" PUMPER NOZZLE AND TWO 2-1/2" HOSE NOZZLE 1-1/2" PENTAGON N.S.T. RED PAINT FOR WEEP HOLES FLUSH HYDRANT MEET AWWA C-502-94 AND UL17M REQUIREMENTS. HYDRANTS SHALL BE MODEL OR CHIN OPERATORS WITH GALVANIZED STEEL CHAINS, AS APPROPRIATE FOR THE INSTALLATION. VALVES SHALL BE MODEL 450 AS MANUFACTURED BY MH VALVE COMPANY OR APPROVED EQUAL.
B.) PLUG VALVES/PLUG VALVES SHALL BE USED FOR SEWER FORCE MAINS UNLESS OTHERWISE INDICATED ON THE DRAWINGS). PLUG VALVES SHALL MEET THE REQUIREMENTS OF AWWA C509. VALVES SHALL BE RATED 100 PSI WORKING PRESSURE AND A MINIMUM 300 PSI TEST PRESSURE. THE OPERATING NUTS SHALL BE 2-INCHES SQUARE. ALL VALVES SHALL OPEN COUNTERCLOCKWISE. PLUG VALVES SHALL BE MECHANICAL JOINT. VALVES SHALL BE OF THE NON-LUBRICITY AND ECCENTRIC TYPE WITH RESILIENT FACED PLUGS AND SHALL BE FURNISHED WITH END CONNECTIONS. FLANGED VALVES SHALL BE FACED AND DRILLED TO THE ANSI 125/150 LB. STANDARD. MECHANICAL JOINT ENDS SHALL MEET AWWA C111, CLASS B. VALVE BODIES SHALL BE OF ASTM A 126, CLASS B 50M-STEEL. 31,000 PSI TENSIL STRENGTH MINIMUM IN COMPLIANCE WITH AWWA C507 AND C504. ALL EXPOSED NUTS, BOLTS, SPRINGS, ETC. SHALL BE ZINC OR CADMIUM PLATED. RESILIENT PLUG FACING SHALL BE OF HYCAR OR NEOPRENE. PORT AREAS FOR VALVES 4-INCHES THROUGH 20-INCHES SHALL BE GREEN TINTED NOMINAL PIPE DIAMETER. VALVES 24-INCHES AND LARGER SHALL HAVE A MINIMUM PORT AREA OF 70 PERCENT OF NOMINAL PIPE DIAMETER. VALVES SHALL BE FURNISHED WITH PERMANENTLY LUBRICATED STAINLESS STEEL OR OIL-IMPREGNATED BRONZE UPPER AND LOWER PLUG STEPS. BUSHINGS, THESE BUSHINGS SHALL COMPLY WITH AWWA C507 AND C504. SEALS IN 4-INCH AND LARGER VALVES SHALL HAVE A WELDED-IN OVERLAY OF HIGH NICKEL CONTENT ON ALL SURFACES CONTACTING WITH THE PLUG FACE WHICH COMPLY WITH AWWA C507 AND C504. VALVE SEAT SEALS SHALL BE ADJUSTABLE AND COMPLY WITH AWWA C507. ALL BURRED VALVES SHALL BE FITTED WITH VALVE BOXES. ALL PLUG VALVES GREATER THAN 12-INCHES SHALL BE EQUIPPED WITH A SIDE ACTUATOR MECHANISM DESIGNED SPECIFICALLY FOR AND SUPPLIED BY THE VALVE MANUFACTURER.
I.) CONNECTION TO EXISTING LINES TO WHICH PIPING OF THIS CONTRACT MUST CONNECT, THE FOLLOWING WORK SHALL BE PERFORMED.
A.) EXPOSE BURIED LINES TO CONFIRM OR DETERMINE END CONNECTION, PIPE MATERIAL AND DIAMETER.
B.) FURNISHING AND INSTALLING PIPING AND MAKING PROPER CONNECTIONS.
J.) THRUST BLOCKS
A.) LONGITUDINAL THRUST ALONG PRESSURIZED PIPE LINES AT BENDS, TEES, REDUCERS, AND CAPS OR PLUGS SHALL BE COUNTERACTED BY WEIGHT OF CONCRETE TO COUNTER BALANCE THE VERTICAL AND HORIZONTAL THRUST FORCE. WHERE UNDISTURBED TRENCH WALLS ARE NOT AVAILABLE FOR THRUST BLOCKING, THE CONTRACTOR SHALL FURNISH AND INSTALL SUITABLE PIPE HARNESSES OR TIES DESIGNED AND MANUFACTURED SPECIFICALLY FOR THIS PURPOSE. HARNESSES AND / OR TIES SHALL BE APPROVED BY THE ENGINEER.
B.) JOINTS SHALL BE PROTECTED BY FELT ROOFING PAPER PRIOR TO PLACING CONCRETE THRUST BLOCK.
C.) BEARING AREA OF THRUST BLOCKS SHALL BE ADEQUATE TO PREVENT ANY MOVEMENT OF THE FITTING AND SHALL BE OF THE SIZE AND DIMENSIONS AS SHOWN ON THE DRAWINGS.
D.) CONCRETE FOR THRUST BLOCK SHALL BE CLASS C. CONCRETE SHALL BE PLACED AGAINST UNDISTURBED MATERIAL, AND SHALL NOT COVER JOINTS, BOLTS OR NUTS, OR INTERFERE WITH THE REMOVAL OF ANY JOINT. WOODEN SIDE FORMS SHALL BE PROVIDED FOR THRUST BLOCKS. IN THE CASE OF THRUST BLOCKING AND WITH THE APPROVAL OF THE ENGINEER, PIPE HARNESSES AND/OR TIES, OR RESTRAINED PUSH-ON, OR RESTRAINED MECHANICAL JOINTS MAY BE USED.
E.) RESTRAINED JOINTS SHALL BE USED WHERE SHOWN ON THE DRAWINGS.
- PROFESSIONAL STANDARDS LISTED WITHIN THESE NOTES SHALL REFER TO THE MOST CURRENT EDITION.

CITY OF APOPKA GENERAL NOTES

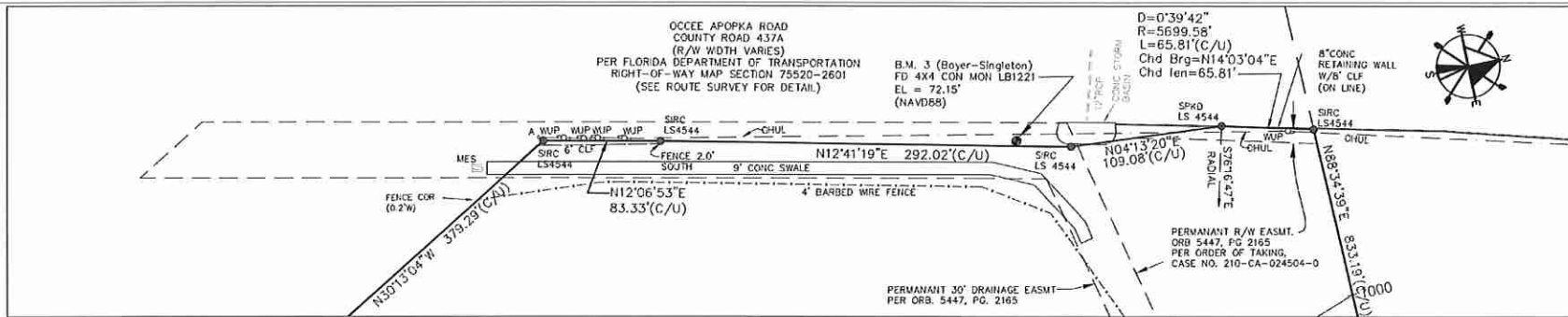
- THE PROPOSED DEVELOPMENT WILL BE BUILT IN ONE PHASE.
- THE STREETS WILL BE PUBLIC.
- BOUNDARY PROVIDED TO EVANS ENGINEERING, INC. BY ROGER A. HAGLER, PLM
- THE PROPOSED SANITARY SEWER SYSTEM TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.
- THE PROPOSED WATER SYSTEM TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.
- FIRE HYDRANTS WILL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF ANNEX H 1 OF NFPA 1, 2003 EDITION.



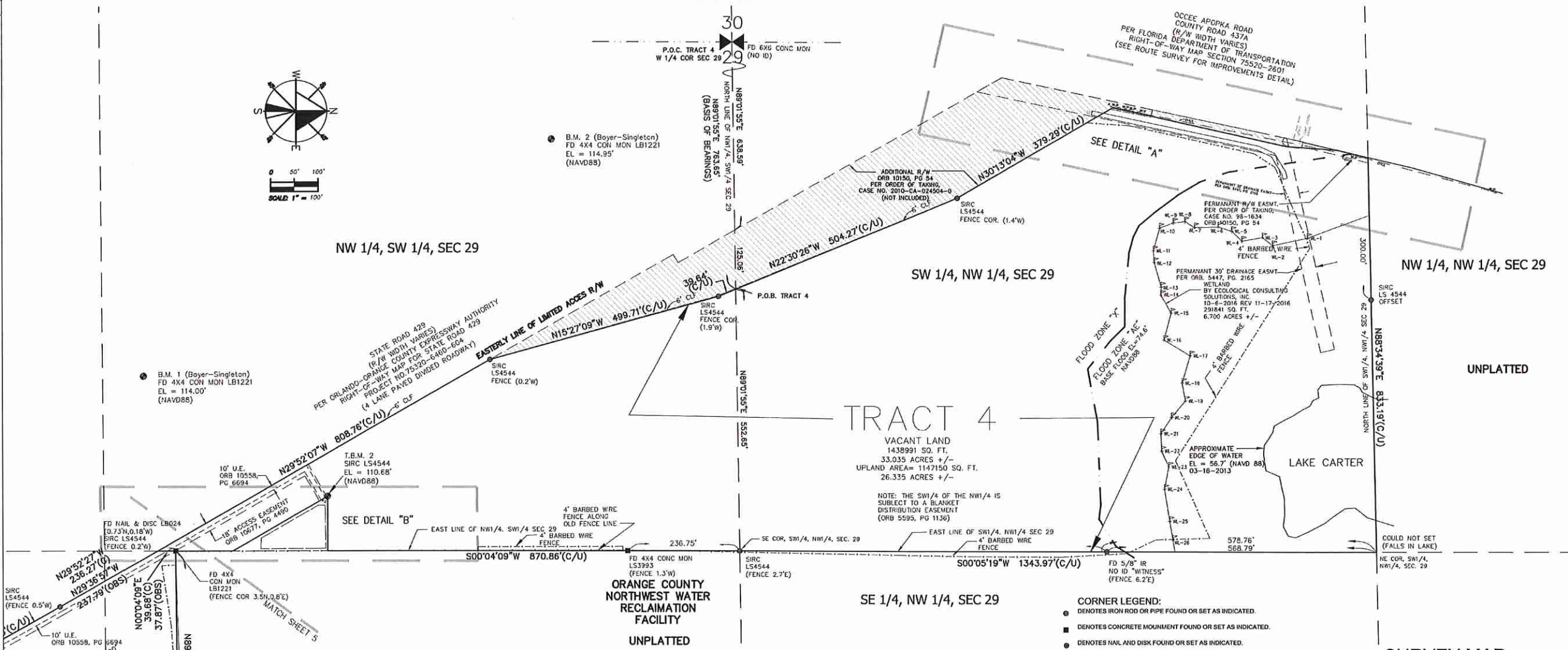
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710 IRMA AVENUE
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www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788



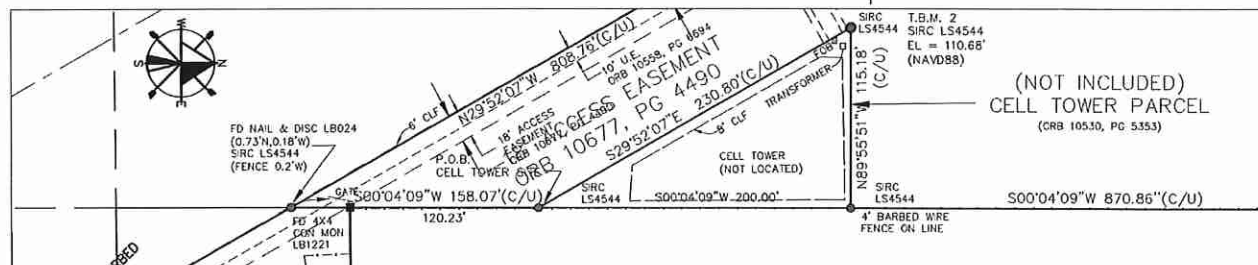
NOTE: IF NOT REQUIRED, THE SURVEY REPORTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.



DETAIL "A" 1"=50'



SURVEY MAP
(North portion)



DETAIL "B" 1"=50'

DATE	BY	REVISIONS and/or FIELD DATES
1-05-2017	RAH	UPDATED BOUNDARY SURVEY, ADD TREE SURVEY
10-11-2016	PAH	ADD WETLAND LINE BY EGS 10-3-2016
07-11-2014	RAH	UPDATED PER TITLE SEARCH REPORT FILE NO. 07-2014-00235
04-11-2013	RAH	PERFECT NEW TITLE COVENANTS
04-02-2013	RAH	REVISE PER ADDITIONAL TITLE POLICY REVIEW
03-17-2013	RAH	INITIAL FIELD SURVEY COMPLETED

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ROGER A. HAGLER, PLSM Professional Land Surveyors, Mappers Planners & Development Consultants "Serving all of Florida since 1988" Phone 772-205-1231 • 1273 SE Coral Reef St, Port St Lucie, Florida 34983	
BOUNDARY, IMPROVEMENT & TREE SURVEY FOR THOMPSON HILLS ESTATES, LLC IN SECTIONS 29 & 32, TWP 21 SOUTH, RGE 28 EAST ORANGE COUNTY, FLORIDA	
Drawn by: R. Hagler	Date: 03-19-2013
Checked by: R. Hagler	Drawn by: 13-101 TREE SURVEY.dwg
SCALE: AS SHOWN	JOB NUMBER: 13-101
SHEET 8	OF 10

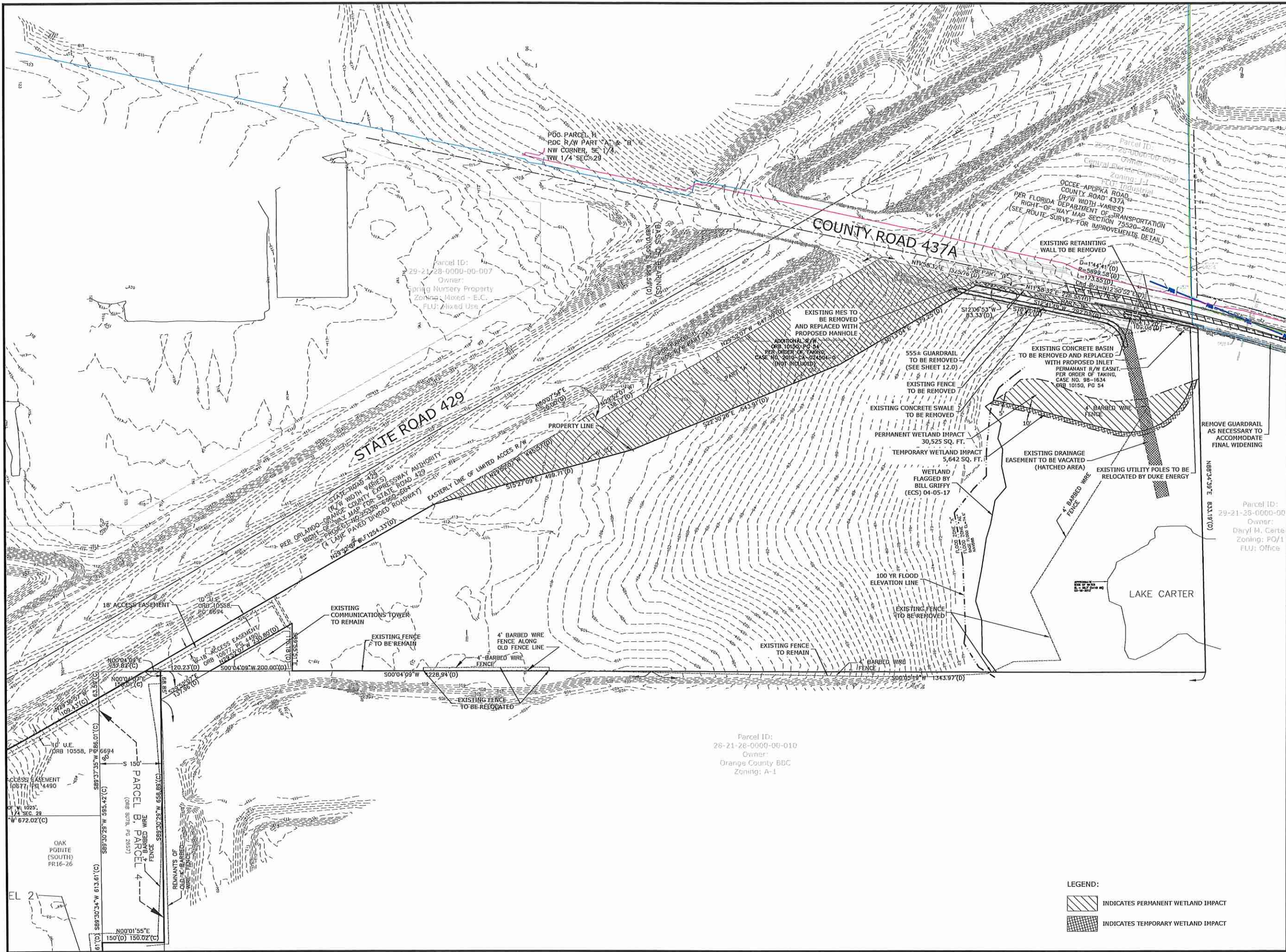
EVANS ENGINEERING, INC.
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EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
No. 46586
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID L. EVANS
FLORIDA P.E. NO. 46586
DATE:

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

REVISIONS	DATE	NO.	DETAIL

DRAWN BY: JSK	DATE: JAN, 2018
CHECKED BY: SHS	JOB #: 25801



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STATE OF FLORIDA
DAVID M. EVANS
FLORIDA P.E. NO. 46586
DATE: _____

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

EXISTING CONDITIONS AND DEMOLITION PLAN

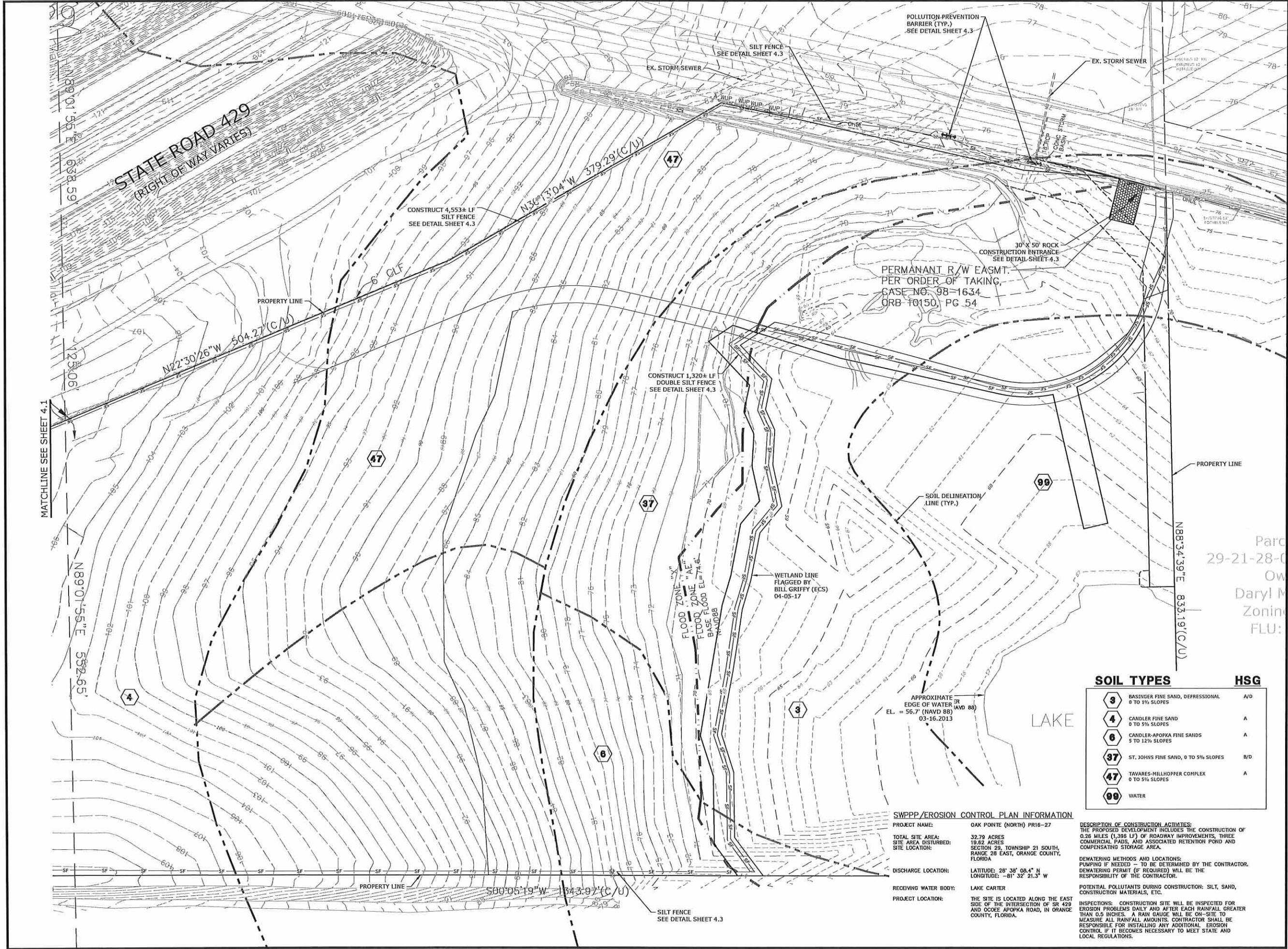
REVISIONS	DATE	NO.	BY	DETAIL

DRAWN BY: JSK
CHECKED BY: SHS
DATE: JAN, 2018
JOB #: 25801

GRAPHIC SCALE
100 0 100 200
Feet
1 inch = 100 FT.

SHEET # **3.0**
OF SHEETS 26

LEGEND:
INDICATES PERMANENT WETLAND IMPACT
INDICATES TEMPORARY WETLAND IMPACT



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No. 46586

STATE OF FLORIDA

DAVID A. EVANS

FLORIDA P.E. NO. 46586

DATE:

OAK POINTE - NORTH

FOR THOMPSON HILLS ESTATES, LLC

FINAL DEVELOPMENT PLAN (NORTH)

CITY OF APOPKA, FLORIDA

STORMWATER POLLUTION PREVENTION PLAN

REVISIONS	DATE	NO.	DETAIL

DRAWN BY: JSK

CHECKED BY: SHS

DATE: JAN, 2018

JOB #: 25801

GRAPHIC SCALE

1 Inch = 50 Feet

SHEET #:

4.0

OF SHEETS 26

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GENERAL

THE CONTRACTORS SHALL IMPLEMENT THE REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE CIVIL DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTORS TO UNDERTAKE ADDITIONAL MEASURES AS REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS.

CONSTRUCTION SEQUENCE:

1. FLAG ALL WORK LIMITS.
2. NOTIFY SEDIMENT CONTROL INSPECTOR 24 HOURS PRIOR TO START OF CONSTRUCTION.
3. IDENTIFY ALL EXISTING VEGETATION TO BE SAVED.
4. INSTALL CONSTRUCTION ENTRANCE TO PREVENT TRACKING AND SILTING OF MUD INTO PUBLIC ROADWAYS.
5. INSTALL STORM DRAINAGE INLET PROTECTION ON EXISTING INLETS.
6. INSTALL PERIMETER RUNOFF CONTROLS; NOTIFY SEDIMENT INSPECTOR AND OBTAIN APPROVAL BEFORE PROCEEDING FURTHER.
7. PERFORM CLEARING AND GRADING REQUIRED.
8. COMPLETE ALL NECESSARY STOCKPILING, SITE CLEARING/REMOVALS, AND GRADING.
9. COMPLETE PARKING BASE, BUILDING FOUNDATION, AND REMOVE, RELOCATE, INSTALL SITE UTILITIES.
10. INSTALL STORM DRAINAGE INLET PROTECTION ON NEW INLETS.
11. COMPLETE FINAL GRADING, STABILIZATION, AND LANDSCAPING.
12. NOTIFY SEDIMENT CONTROL INSPECTOR AND OBTAIN APPROVAL TO REMOVE SEDIMENT AND EROSION CONTROL.

CONTROLS

THIS PLAN UTILIZES BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN OFF. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROL MEASURES AND TO ENSURE THAT THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED, AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION CONTROLS AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR.

EROSION AND SEDIMENT CONTROLS STABILIZATION PRACTICES

1. FILTER FABRIC BARRIERS: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET EROSION WITH THE FOLLOWING LIMITATIONS:
 - A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 3:1.
 - B. IN MINOR SWALES WHERE THE MAXIMUM CONTRIBUTION DRAINAGE AREA IS LESS THAN 2 ACRES.
2. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUN-OFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER SYSTEM.
3. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUN-OFF UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
4. UNLESS SPECIFIED, SILT FENCES MAY BE USED IN LIEU OF SYNTHETIC BARRIERS.
5. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE REWORKED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.
6. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.
7. TEMPORARY GRASSING: THE SEEDDED OR SEEDDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED TO ASSURE OPTIMUM GROWING CONDITIONS.
8. TEMPORARY RE-GRASSING: IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSSED AREAS HAVE NOT OBTAINED A MINIMUM OF 75 PERCENT GOOD GRASS GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEEDS APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.
9. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.
10. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFF-SITE FACILITIES.
11. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDDED. SLOPES STEEPER THAN 4:1 SHALL BE SEEDDED AND MULCHED OR SODDED.
12. AIR POLLUTION: THE BURNING OF BRUSH OR SLASH SHALL ADHERE TO STATE AND LOCAL REGULATIONS. FIRE PREVENTION MEASURES SHALL BE TAKEN TO PREVENT THE START OR SPREADING OF WILDFIRES THAT MAY RESULT FROM PROJECT ACTIVITIES. ALL DUST CONTROL METHODS SHALL ENSURE SAFE CONSTRUCTION OPERATIONS AT ALL TIMES.

STRUCTURAL CONTROLS

1. TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT TRAPPING FACILITY.
2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP IS USUALLY INSTALLED IN A DRAINAGE WAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA.
3. SEDIMENT BASIN: WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME. THE PROPOSED STORM WATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3,600 CUBIC FEET OF STORAGE AREA PER ACRE OF DISTURBED AREA. ANY TEMPORARY SEDIMENT BASINS CONSTRUCTED MUST BE BACK-FILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL. ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION.

OTHER CONTROLS

WASTE MATERIALS - DISPOSAL

ALL WASTE MATERIALS EXCEPT LAND CLEARANCE DEBRIS SHALL BE COLLECTED AND STORED IN A SECURE LIDDED METAL DUMPSTER. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT.

HAZARDOUS WASTE - DISPOSAL

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

SANITARY WASTE - DISPOSAL

ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.

OFF-SITE VEHICLE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEPED DAILY TO REMOVE ANY EXCESS MUD, DIRT, OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPALIN.

EQUIPMENT PLACEMENT

THE CONTRACTOR WILL USE BEST MANAGEMENT PRACTICES TO DETERMINE THE LOCATIONS OF EQUIPMENT TO BE LEFT ON-SITE.

SPILL PREVENTION

THE FOLLOWING PRACTICES WILL BE FOLLOWED BY THE CONTRACTOR TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF SUBSTANCES TO STORM WATER RUN-OFF.

THE FOLLOWING PRACTICES WILL BE FOLLOWED ON-SITE DURING THE CONSTRUCTION PROJECT.

1. AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.
2. ALL MATERIALS STORED ON-SITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR ORIGINAL CONTAINERS.
3. SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
4. MANUFACTURER'S RECOMMENDATION FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.
5. THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ON-SITE RECEIVE PROPER USE AND DISPOSAL.
6. ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED.
7. IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.

IN ADDITION TO THE SPILL PREVENTION PRACTICES LISTED THE FOLLOWING WILL BE FOLLOWED FOR SPILL CONTROL:

1. MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEAN-UP WILL BE CLEARLY POSTED ON-SITE AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE CLEAN-UP SUPPLIES.
2. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEAN-UP WILL BE KEPT IN THE MATERIAL STORAGE AREA ON-SITE. EQUIPMENT AND MATERIALS WILL INCLUDE BUT NOT BE LIMITED TO: BROOMS, DUST PANS, MOPS, RAGS, CLOVES, GOGGLES, LIQUID ABSORBENT, SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.
3. ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.
4. THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.
5. SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL.
6. THE SITE SUPERINTENDENT WILL BE THE SPILL PREVENTION AND CLEAN-UP COORDINATOR. AT LEAST ONE OTHER SITE PERSONNEL WILL RECEIVE SPILL PREVENTION AND CLEAN-UP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE AND PREVENTION OF CLEAN-UP. THE NAMES OF THE RESPONSIBLE SPILL PERSONNEL WILL BE POSTED IN THE MATERIAL STORAGE AREA IN THE OFFICE TRAILER ON-SITE.

PRODUCT SPECIFIC PRACTICES

THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ON-SITE:

1. PETROLEUM PRODUCTS

ALL ON-SITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY SUBSTANCES USED ON-SITE WILL BE APPLIED ACCORDING TO THE MANUFACTURE'S RECOMMENDATIONS.

2. FERTILIZERS

FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. FERTILIZERS WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

3. PAINTS

ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO STATE AND LOCAL REGULATIONS.

4. CONCRETE TRUCKS

CONTRACTOR WILL BE RESPONSIBLE FOR DETERMINING AREA FOR CONCRETE TRUCK WASH OUT. CONCRETE TRUCKS THAT WASH OUT ON-SITE MUST WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER INTO A DESIGNATED SEDIMENT BASIN ON SITE PRIOR TO DISCHARGE INTO STORM WATER MANAGEMENT AREAS. CONTRACTOR WILL BE RESPONSIBLE FOR MEETING STATE AND LOCAL REQUIREMENTS.

MAINTENANCE / INSPECTION PROCEDURES

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:

1. ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT AT LEAST ONCE A WEEK AND FOLLOWING ANY STORM EVENT OF 0.5 INCH OR GREATER.
2. ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER: IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
3. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAD REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
4. SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT AND TEARS TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
5. THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED.
6. DIKES AND SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.
7. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS.
8. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM SHALL BE COMPLETED BY THE INSPECTOR. THE REPORTS WILL BE KEPT ON-SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER, OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
9. THE SITE SUPERINTENDENT WILL BE RESPONSIBLE FOR MANAGING THE INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.
10. MONITORING OF TURBIDITY AT ANY SITE OUTFALL(S) WHICH ATTACH TO A STREAM OR DITCH DURING CONSTRUCTION IS REQUIRED. TURBIDITY RESULTS SHOULD BE PROVIDED TO THE OFFICE OF MIKE CASH AT THE CITY OF SANFORD ON A WEEKLY BASIS.

NON-STORM WATER

IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:

1. WATER FROM WATER LINE FLUSHING
2. PAVEMENT WASH WATER (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).
3. UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION)

ALL NON-STORM WATER DISCHARGES WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE.

STORM WATER POLLUTION PREVENTION PLAN INSPECTION AND MAINTENANCE REPORT FORM STRUCTURAL CONTROLS				
INSPECTOR: _____		DATE: _____		
EARTH DIKES / SWALES				
DIKE OR SWALE	FROM	TO	IS DIKE / SWALE STABILIZED?	IS THERE EVIDENCE OF WASHOUT OR OVERTOPPING?
MAINTENANCE REQUIRED FOR EARTH DIKE / SWALE: _____ _____				
TO BE PERFORMED BY _____ ON OR BEFORE: _____				
CATCH BASIN / CURB INLET / OUTFALL TURBIDITY CONTROLS				
STRUCTURE/ OUTFALL	ARE TURBIDITY CONTROLS IN PLACE?	ANY EVIDENCE OF CLOGGING/WASHOUT OR BYPASSING?	ARE TURBIDITY CONTROLS IN NEED OF REPLACING?	DOES SILT NEED TO BE REMOVED FROM AROUND CONTROLS?
MAINTENANCE REQUIRED FOR CATCH BASIN / CURB INLET / OUTFALL TURBIDITY CONTROLS: _____ _____				
TO BE PERFORMED BY _____ ON OR BEFORE: _____				

STORM WATER POLLUTION PREVENTION PLAN INSPECTION AND MAINTENANCE REPORT FORM SEDIMENT BASIN			
DEPTH OF SEDIMENT IN BASIN	DEPTH OF SEDIMENT SIDE BASIN	ANY EVIDENCE OF OVERTOPPING OF THE SEDIMENTATION (YES/NO)	CONDITION OF OUTFALL FROM SEDIMENT BASIN
MAINTENANCE REQUIRED FOR SEDIMENT BASIN: _____ _____			
TO BE PERFORMED BY _____ ON OR BEFORE: _____			
OTHER CONTROLS			
STABILIZED CONSTRUCTION ENTRANCE			
DOES MUCH SEDIMENT GET TRAPPED ON TO THE ROAD?	IS THE GRAVEL CLEAN OR IS IT FILLED WITH SEDIMENT?	DOES ALL TRAFFIC USE THE STABILIZED ENTRANCE TO LEAVE THIS SITE?	IS THE CURRENT SEDIMENT THE ENTRANCE WORKING? (IF APPLICABLE)
MAINTENANCE REQUIRED FOR STABILIZED CONSTRUCTION ENTRANCE: _____ _____			
TO BE PERFORMED BY _____ ON OR BEFORE: _____			

STORM WATER POLLUTION PREVENTION PLAN INSPECTION AND MAINTENANCE REPORT FORM TO BE COMPLETED EVERY 7 DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF 0.5 INCHES OR GREATER					
INSPECTOR: _____		DATE: _____			
INSPECTOR'S QUALIFICATIONS: _____ _____					
DAYS SINCE LAST RAINFALL: _____ AMOUNT OF LAST RAINFALL: _____ INCHES					
STABILIZATION MEASURES					
INSPECTION AREA (LOCATION)	DATE SINCE LAST DISTURBED	DATE OF NEXT INSPECTION	STABILIZED? YES / NO	STABILIZED WITH	CONDITION
STABILIZATION REQUIRED: _____ _____					
TO BE PERFORMED BY _____ ON OR BEFORE: _____					

STORM WATER POLLUTION PREVENTION PLAN INSPECTION AND MAINTENANCE REPORT FORM		
CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN: _____ _____		
REASONS FOR CHANGES: _____ _____		
I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGN TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.		
NAME (OPERATOR AND/OR RESPONSIBLE AUTHORITY) _____	DATE _____	
CONTRACTOR CERTIFICATION		
"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND AND SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERAL PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORM WATER POLLUTION PREVENTION PLAN THEREUNDER."		
NAME AND TITLE _____	COMPANY NAME, ADDRESS AND PHONE NUMBER _____	DATE _____
GENERAL CONTRACTOR		
SUBCONTRACTOR		
SUBCONTRACTOR		
SUBCONTRACTOR		



OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA
STORMWATER POLLUTION
PREVENTION NOTES

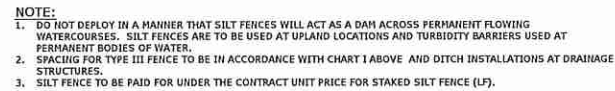
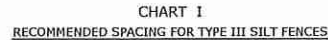
REVISIONS	DATE	NO.	DETAIL	BY

DRAWN BY: JSK
CHECKED BY: SHS
DATE: JAN, 2018
JOB #: 25801

J:\0055\25801 - Oak Pointe\Drawings\Plan\North\25801 Final North Sheet - 4.2.dwg [2017 4:2] Plotted on: Apr 03, 2019 - 10:03am by: SShurt



NOT TO SCALE



2
4.3

TYPE III SILT FENCE

NOT TO SCALE



NOT TO SCALE

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

**STORMWATER POLLUTION
PREVENTION DETAILS**

DRAWN BY: JSK	DATE: JAN, 2018
CHECKED BY: SHS	JOB #: 25801

STATE ROAD 429
(RIGHT OF WAY VARIES)

TRACT D
LIFT STATION

TRACT B
MIXED EC

TRACT C
MIXED EC

SITE
TRIANGLE

PROPERTY LINE

12' PEDESTRIAN PATH
(TO BE BUILT WITH SECOND
PHASE OF CONSTRUCTION)

DRAINAGE
EASEMENT

10' LANDSCAPE
BUFFER

PERMANENT 30' DRAINAGE EASMT
PER ORB. 5447, PG. 2165

10' PERMANENT R/W EASMT.
PER ORDER OF TAKING
CASE NO. 98-1634
ORB 10150, PG 54

RIGHT-OF-WAY
LINE

RETAINING WALL
(TYP.)

VALLEY GUTTER
(TYP.)

10' WALL
MAINTENANCE
EASEMENT

PORTION OF EXISTING
30' DRAINAGE EASEMENT
TO BE VACATED

STORMWATER
RETENTION
POND

RETAINING WALL
(TYP.)

COMPENSATING
STORAGE AREA
TRACT E

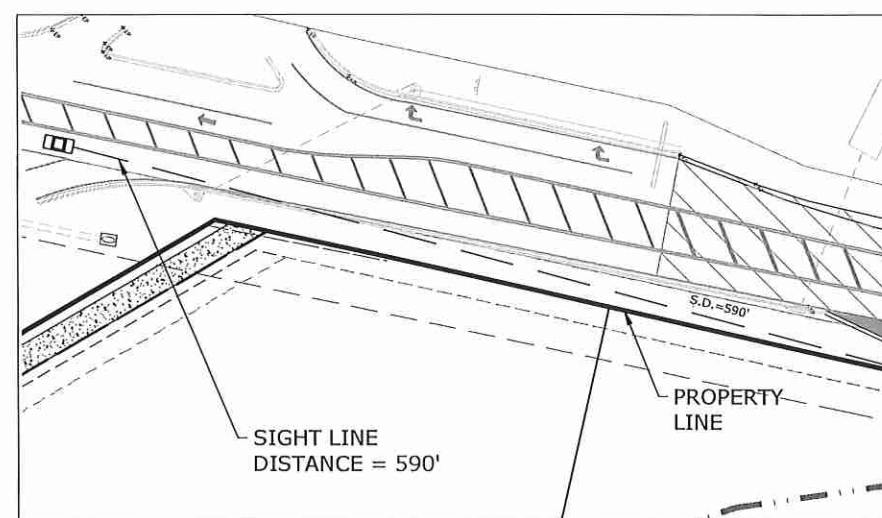
WETLAND
TRACT H

WETLAND FLAGGED BY
BILL GRIFFY
ECS 04-15-17

DRAINAGE
EASEMENT

PROPERTY
LINE

TRACT F



APPROXIMATE
EDGE OF WATER
EL = 56.7' (NAVD 88)
03-16-2013

LAKE CARTER

LEGEND:
INDICATES PROPOSED PAVEMENT
INDICATES PROPOSED RIGHT OF WAY

NOTE: ANY WORK IN THE RIGHT OF WAY OF
OCOE APOPKA ROAD WILL REQUIRE AN ORANGE
COUNTY PERMIT AND COMPLY WITH ORANGE
COUNTY REGULATIONS.

EVANS
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www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

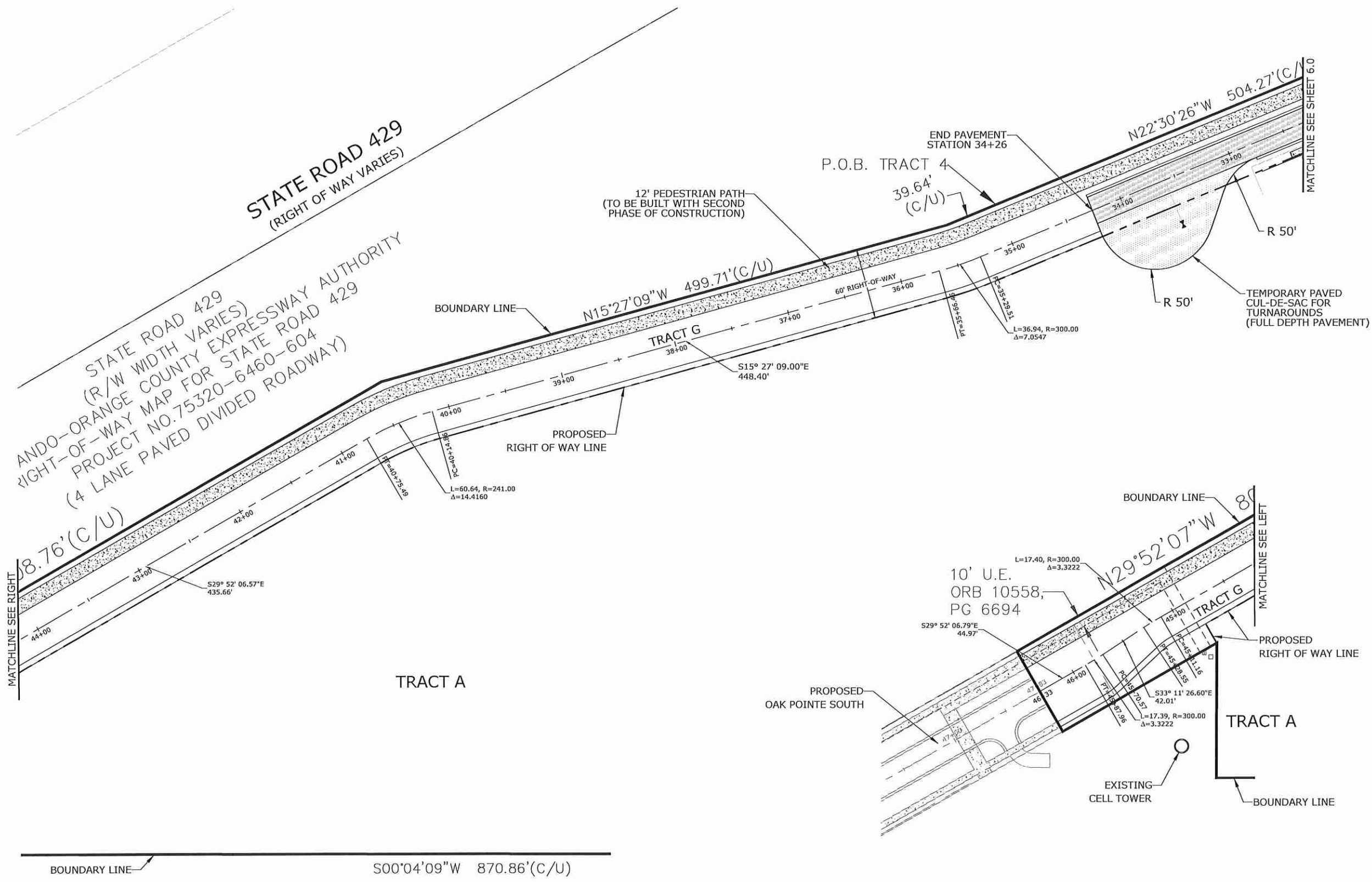
EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
No. 46586
STATE OF
FLORIDA
DAVID A. EVANS
FLORIDA P.E. NO. 46586
DATE:

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA
GEOMETRY PLAN

DATE	NO.	BY	DETAIL
5-23-18	1	VT	REVISED PER CITY COMMENTS DATED 5-23-18
7-23-18	2	VT	REVISED PER CITY COMMENTS DATED 7-23-18
8-23-18	3	VT	REVISED PER CITY OF APOPKA COMMENTS DATED 8-23-18
10-23-18	4	VT	REVISED PER CITY OF APOPKA COMMENTS DATED 10-23-18
12-23-18	5	VT	REVISED PER CITY OF APOPKA COMMENTS DATED 12-23-18

DRAWN BY:
JSK
CHECKED BY:
SHS
DATE:
JAN, 2018
JOB #:
25801

GRAPHIC SCALE
1 inch = 40 ft.
SHEET #:
6.0
OF SHEETS 26



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

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
No. 46586
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID A. EVANS
FLORIDA P.E. NO. 46586
DATE: _____

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA
GEOMETRY PLAN

DATE	NO.	REVISIONS	BY
		DETAIL	

DRAWN BY: JSK	DATE: JAN, 2018
CHECKED BY: SHS	JOB #: 25801

GRAPHIC SCALE
Feet
1 Inch = 40 Ft.

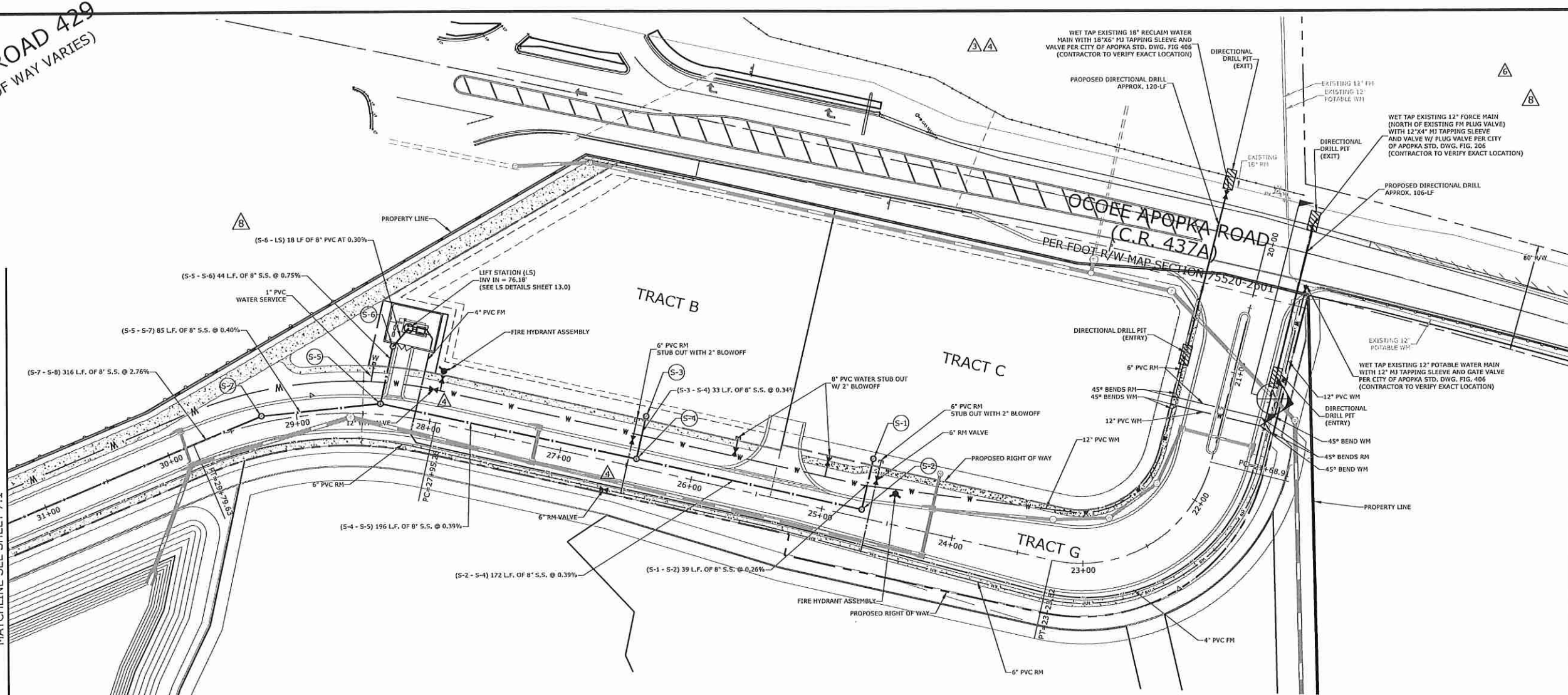
LEGEND:
--- INDICATES PROPOSED RIGHT OF WAY

SHEET #:
6.1
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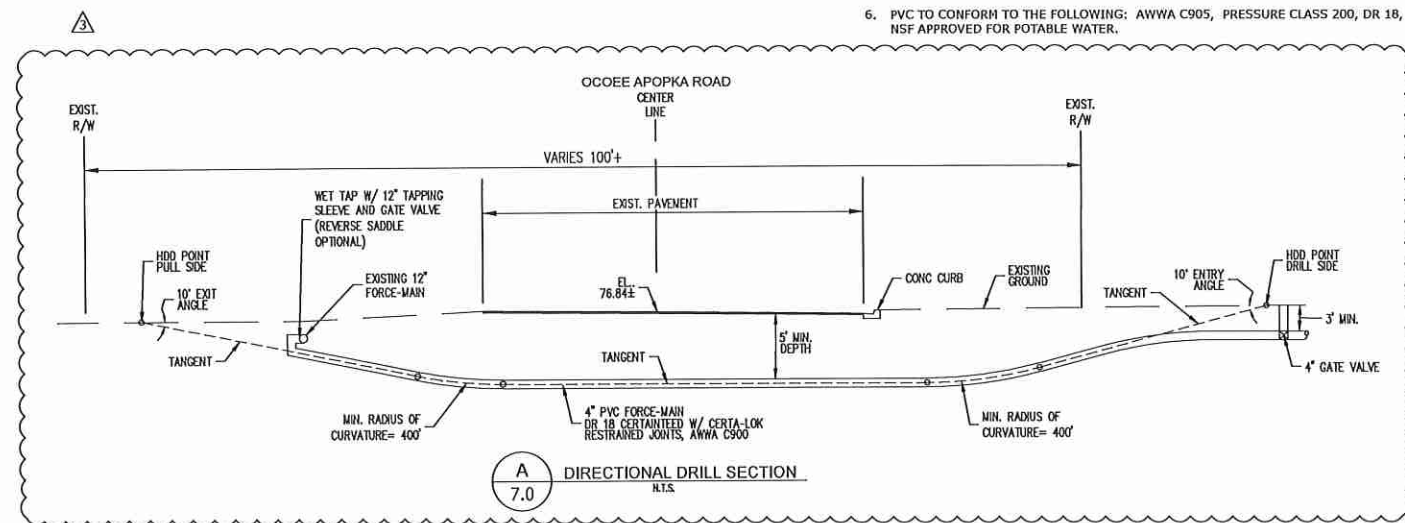
STATE ROAD 429
(RIGHT OF WAY VARIES)

MATCHLINE SEE SHEET 7-1



DIRECTIONAL DRILL NOTES:

1. THE ANGLE OF ENTRY SHALL NOT EXCEED 15° AND SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDATIONS ON DEFLECTION, ANGLE, OR RADIUS OF CURVATURE.
2. EXIT ANGLE SHALL BE BETWEEN 6 TO 12 DEGREES TO FACILITATE PULLBACK, AND SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS ON DEFLECTION, ANGLE, OR RADIUS OF CURVATURE.
3. COMPOUND CURVATURES MAY BE USED, BUT SHALL NOT EXCEED THE MAXIMUM DEFLECTIONS, AS SET FORTH BY THE PIPE MANUFACTURER OR AWWA STANDARDS, WHICH EVER IS MORE STRINGENT.
4. THE MINIMUM RADIUS SHALL COMPLY WITH OCU SPECIFICATIONS MANUAL TABLE 3115-2. (OCU MANUAL SECTION 3115, PART 3)
5. LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY CONTRACTOR AND MAINTAIN 18" MINIMUM VERTICAL SEPARATION.
6. PVC TO CONFORM TO THE FOLLOWING: AWWA C905, PRESSURE CLASS 200, DR 18, NSF APPROVED FOR POTABLE WATER.



STRUCTURE TABLE					
STRUCTURE NAME:	DETAILS:	PIPES IN:	PIPES OUT:	STATION	OFFSET
S-8	48" RIM = 101.85 SUMP = 85.9 INV IN = 85.00 INV OUT = 85.90	S-8 - S-9, 8" INV IN = 86.00	S-7 - S-8, 8" INV OUT = 85.90	32+42.66	0.00
S-9	48" RIM = 100.58 SUMP = 86.5 INV IN = 86.14		S-8 - S-9, 8" INV OUT = 86.14	32+57.15	-34.00L
S-7	48" RIM = 88.58 SUMP = 77.1 INV IN = 77.20 INV OUT = 77.10	S-7 - S-8, 8" INV IN = 77.20	S-5 - S-7, 8" INV OUT = 77.10	29+25.60	4.93R
S-6	48" RIM = 87.92 SUMP = 76.3 INV IN = 76.33	S-5 - S-6, 8" INV IN = 76.33	S-6 - LS, 8" INV OUT = 76.23	28+32.83	51.52R
S-5	48" RIM = 87.30 SUMP = 76.7 INV IN = 76.76 INV OUT = 76.66	S-4 - S-5, 8" INV IN = 76.76 S-5 - S-7, 8" INV IN = 76.76	S-5 - S-6, 8" INV OUT = 76.66	28+37.86	8.00R
S-1	48" RIM = 86.29 SUMP = 82.8 INV OUT = 78.50		S-1 - S-2, 8" INV OUT = 78.50	24+70.67	45.00R
S-4	48" RIM = 86.00 SUMP = 77.5 INV IN = 77.63 INV OUT = 77.53	S-2 - S-4, 8" INV IN = 77.63 S-3 - S-4, 8" INV IN = 77.63	S-4 - S-5, 8" INV OUT = 77.53	26+43.14	6.00R
S-3	48" RIM = 86.00 SUMP = 77.7 INV OUT = 77.74		S-3 - S-4, 8" INV OUT = 77.74	26+43.03	38.71R
S-2	48" RIM = 85.50 SUMP = 78.3 INV IN = 78.40 INV OUT = 78.30	S-1 - S-2, 8" INV IN = 78.40	S-2 - S-4, 8" INV OUT = 78.30	24+70.76	6.03R

LEGEND

- WET TAP
- GATE VALVE
- TEE
- BLOW-OFF
- WATER SERVICE (DOUBLE)
- WATER SERVICE (SINGLE)
- REDUCER
- FLOW DIRECTION
- MANHOLE
- SANITARY SERVICE (DOUBLE)
- SANITARY SERVICE (SINGLE)
- SANITARY STRUCTURE I.D.

- NOTE:
1. FIRE PROTECTION SYSTEM FOR BUILDINGS NOT INCLUDED ON CIVIL PLANS.
- UTILITY NOTES:
1. WATER SERVICE WILL BE PROVIDED BY THE CITY OF APOPKA.
 2. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF APOPKA.
 3. THE PROPOSED WATER SYSTEM WILL OWNED AND MAINTAINED BY THE CITY OF APOPKA. THE PROPOSED WATER MAIN PIPE SIZES ARE FINAL DESIGN.
 4. THE PROPOSED SANITARY SEWER SYSTEM AND LIFT STATION WILL BE OWNED AND MAINTAINED BY THE CITY OF APOPKA. THE PROPOSED FORCE MAIN SIZE IS FINAL DESIGN.
 5. THE EXISTING UTILITIES SHOWN ARE APPROXIMATE LOCATIONS AND HAVE NOT BEEN FIELD VERIFIED. EXACT LOCATIONS OF EXISTING UTILITIES WILL BE DETERMINED PRIOR TO FINAL SUBDIVISION PLAN SUBMITTAL.

EVANS ENGINEERING, INC.
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No. 46586
STATE OF FLORIDA
DAVID A. EVANS
FLORIDA P.E.I. NO. 46586
DATE:

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA
UTILITY PLAN

REVISIONS		BY	DATE	DETAIL
1	NO.	1	1-1-18	REVISED PER OCU COMMENTS DATED 1-1-18
2	NO.	2	1-1-18	REVISED PER CITY OF APOPKA COMMENTS DATED 1-1-18
3	NO.	3	1-1-18	REVISED PER CITY OF APOPKA COMMENTS DATED 1-1-18
4	NO.	4	1-1-18	REVISED PER CITY OF APOPKA COMMENTS DATED 1-1-18
5	NO.	5	1-1-18	REVISED PER CITY OF APOPKA COMMENTS DATED 1-1-18

DRAWN BY:	DATE:
JSK	JAN, 2018
CHECKED BY:	JOB #
SHS	25801

GRAPHIC SCALE
0 40 80
Feet
1 Inch = 40 Feet

SHEET #
7.0
OF SHEETS 26

Parcel ID:
29-21-28-0000-00-007
Owner:
Spring Nursery Property
Zoning: Mixed - E.C.
FLU: Mixed Use

STATE ROAD 429
(RIGHT OF WAY VARIES)

LEGEND

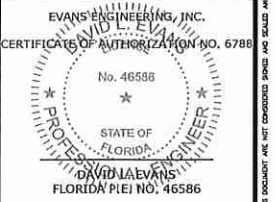
- ▼ FIRE HYDRANT
- ✕ GATE VALVE
- TEE
- BLOW-OFF
- +—+— WATER SERVICE (DOUBLE)
- +— WATER SERVICE (SINGLE)
- ▾ REDUCER
- FLOW DIRECTION
- ⊙ MANHOLE
- +— SANITARY SERVICE (DOUBLE)
- +— SANITARY SERVICE (SINGLE)
- ⊙ S-12 SANITARY STRUCTURE I.D.

NOTE:

1. FIRE PROTECTION SYSTEM FOR BUILDINGS NOT INCLUDED ON CIVIL PLANS.

UTILITY NOTES:

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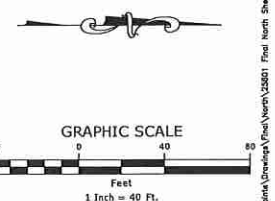
DATE:

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

UTILITY PLAN

REVISIONS		BY
DATE	NO.	DETAIL

DRAWN BY: JSK	DATE: JAN, 2018
CHECKED BY: SHS	JOB #: 25801



SHEET #:
7.1
OF SHEETS 26

TRACT A

TRACT G

10' U.E.
ORB 10558,
PG 6694

PROPERTY LINE

MATCHLINE SEE SHEET 7.0

(S-7 - S-8) 316 L.F. OF 8" S.S. @ 2.76%

(S-8 - S-9) 33 L.F. OF 8" S.S. @ 0.41%

12" PVC WM

8" PVC WM

STUB OUT WITH 2" BLOWOFF

6" PVC RM

6' CLF

6' CLF

PT=35+66.45

PC=35+35.51

PT=40+75.49

PC=40+14.86

PT=38+28.55

PC=38+28.55

PT=38+28.55

PC=38+28.55

PT=38+28.55

PC=38+28.55

PT=38+28.55

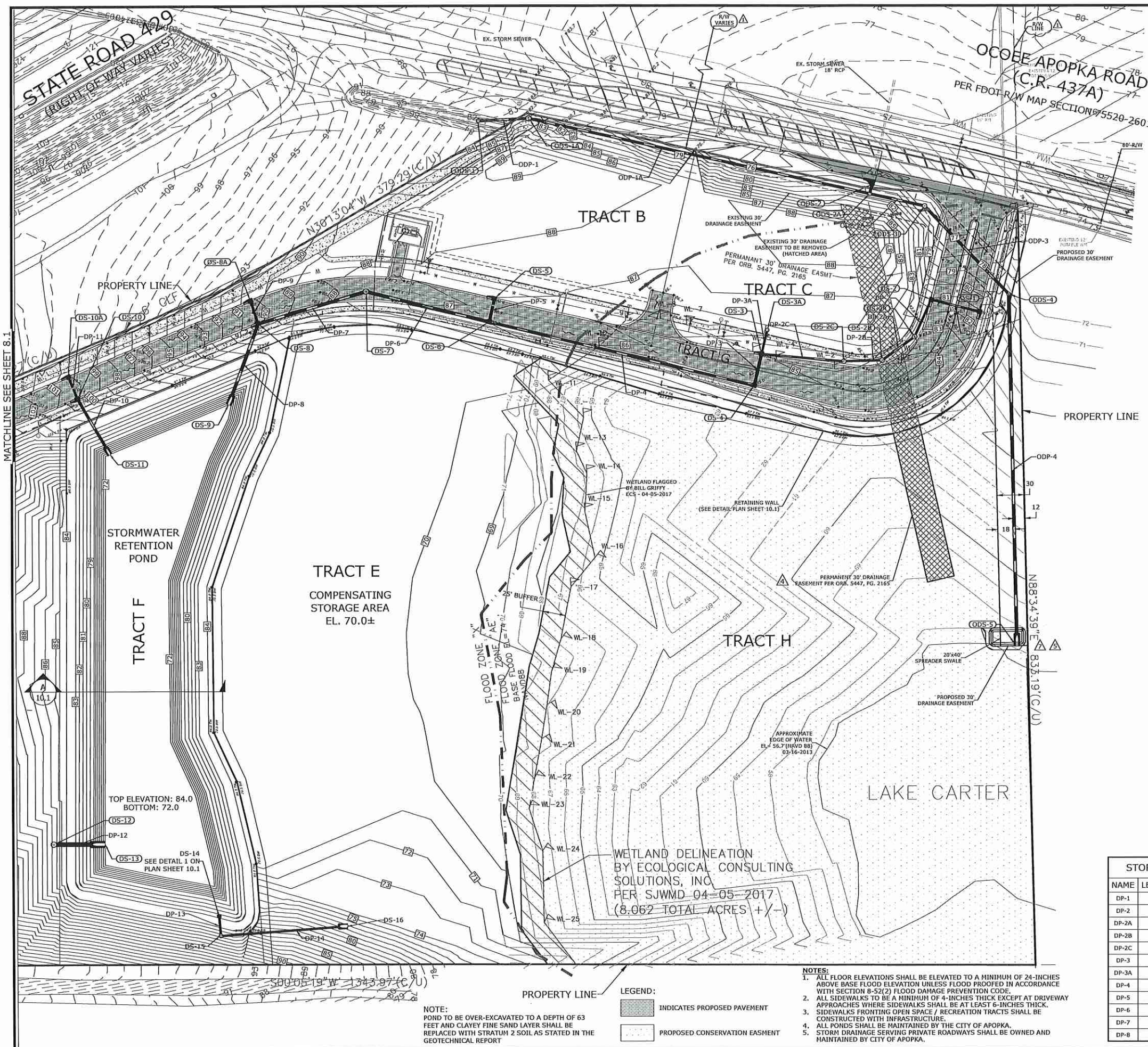
PC=38+28.55

PT=38+28.55

PC=38+28.55

PT=38+28.55

PC=38+28.55



STORM STRUCTURE TABLE				
STRUCT. ID:	TYPE	GRATE ELEV.	INV. IN:	INV. OUT
DS-1	Type SR <10' P	81.05		DP-1, 18" INV OUT = 78.31
DS-2	Type SL <10' P	81.09	DP-1, 18" INV IN = 78.06	DP-2, 18" INV OUT = 78.06
DS-2A	MH 5'DIA	84.01	DP-2, 18" INV IN = 77.84	DP-2A, 18" REINFORCED CONCRETE PIPE INV OUT = 77.84
DS-2B	MH 5'DIA	84.83	DP-2A, 18" REINFORCED CONCRETE PIPE INV IN = 77.72	DP-2B, 18" REINFORCED CONCRETE PIPE INV OUT = 77.72
DS-2C	MH 5'DIA	85.21	DP-2B, 18" REINFORCED CONCRETE PIPE INV IN = 77.62	DP-2C, 18" INV OUT = 77.62
DS-3	Type SL <10' P	85.58	DP-3A, 18" INV IN = 77.44 DP-2C, 18" INV IN = 77.44	DP-3, 24" INV OUT = 77.44
DS-3A	MH 4'DIA	85.99		DP-3A, 18" INV OUT = 77.58
DS-4	Type SR <10' P	84.97	DP-3, 24" INV IN = 77.26	DP-4, 24" INV OUT = 77.26
DS-5	TYPE SL <10' P	86.00		DP-5, 24" INV OUT = 79.00
DS-6	TYPE SR <10' P	86.00	DP-4, 24" INV IN = 75.76 DP-5, 24" INV IN = 78.75	DP-6, 30" INV OUT = 75.76
DS-7	MH 6'DIA	87.55	DP-6, 30" INV IN = 75.06	DP-7, 30" INV OUT = 75.06
DS-8	TYPE SR <10' P	90.00	DP-7, 30" INV IN = 74.44 DP-9, 18" REINFORCED CONCRETE PIPE INV IN = 85.23	DP-8, 30" INV OUT = 74.44
DS-8A	TYPE SL <10' P	90.13		DP-9, 18" REINFORCED CONCRETE PIPE INV OUT = 85.50
DS-9	30" MES	74.79	DP-8, 30" INV IN = 72.00	
DS-10	TYPE SR <10' P	100.00	DP-11, 18" REINFORCED CONCRETE PIPE INV IN = 95.08	DP-10, 24" INV OUT = 84.62
DS-10A	TYPE SL <10' P	100.37		DP-11, 18" REINFORCED CONCRETE PIPE INV OUT = 95.35
DS-11	24" MES	74.25	DP-10, 24" INV IN = 72.00	
DS-12	MH 4'DIA	86.64		DP-12, 42" INV OUT = 74.28
DS-13	42" MES	75.88	DP-12, 42" INV IN = 72.00	
DS-14	MODIFIED TYPE C	83.60		DP-13, 18" REINFORCED CONCRETE PIPE INV OUT = 78.00
DS-15	MH 4'DIA	86.61	DP-13, 18" REINFORCED CONCRETE PIPE INV IN = 77.89	DP-14, 18" REINFORCED CONCRETE PIPE INV OUT = 77.89
DS-16	18" MES	78.98	DP-14, 18" REINFORCED CONCRETE PIPE INV IN = 77.19	
ODS-1	MH 4'DIA	84.00	EXIST 24" INV IN = 81.42	ODP-1, 24" INV OUT = 76.42
ODS-1A	MH 5'DIA	82.64	ODP-1, 24" INV IN = 75.40	ODP-1A, 24" INV OUT = 74.40
ODS-2	Type 1 Inlet	77.99	EXIST 18" INV IN = 70.49	ODP-2, 24" INV OUT = 70.49
ODS-2A	MH 4'DIA	80.24	ODP-1A, 24" INV IN = 72.40 ODP-2, 24" INV IN = 70.44	ODP-2A, 24" INV OUT = 69.44
ODS-3	MH 6'DIA	76.96	ODP-2A, 24" INV IN = 68.82	ODP-3, 24" INV OUT = 68.30
ODS-4	MH 5'DIA	71.00	ODP-3, 24" INV IN = 66.75	ODP-4, 30" INV OUT = 65.75
ODS-5	36" MES	59.33	ODP-4, 30" INV IN = 56.00	

STORM PIPE TABLE				
NAME	LENGTH	SIZE	SLOPE	
DP-1	55'	18"	0.45%	
DP-2	45'	18"	0.49%	
DP-2A	44'	18"	0.27%	
DP-2B	42'	18"	0.24%	
DP-2C	91'	18"	0.20%	
DP-3	36'	24"	0.50%	
DP-3A	27'	18"	0.50%	
DP-4	300'	24"	0.50%	
DP-5	26'	24"	0.94%	
DP-6	140'	30"	0.50%	
DP-7	124'	30"	0.50%	
DP-8	95'	30"	2.57%	

STORM PIPE TABLE				
NAME	LENGTH	SIZE	SLOPE	
DP-9	27'	18"	1.00%	
DP-10	70'	24"	17.92%	
DP-11	27'	18"	1.00%	
DP-12	56'	42"	4.07%	
DP-13	22'	18"	0.50%	
DP-14	140'	18"	0.50%	
ODP-1	55'	24"	1.85%	
ODP-1A	383'	24"	0.52%	
ODP-2	10'	24"	0.48%	
ODP-2A	62'	24"	1.00%	
ODP-3	134'	24"	1.16%	
ODP-4	388'	30"	2.52%	

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
710 IRMA AVENUE
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(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
No. 46586
STATE OF FLORIDA
DAVID L. EVANS
FLORIDA P.E. NO. 46586
DATE:

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

PAVING, GRADING, AND DRAINAGE PLAN

REVISIONS	DATE	NO.	DETAIL	BY
	5-23-18	1	REVISED PER CITY COMMENTS DATED 5-23-18	VT
	9-20-18	2	REVISED PER CITY OF APOPKA COMMENTS DATED 9-20-18	VT
	11-21-18	3	REVISED PER CITY COMMENTS DATED 11-21-18	SHS
	02-21-19	4	REVISED PER CITY COMMENTS DATED 02-21-19	SHS

DRAWN BY: JSK
CHECKED BY: SHS

DATE: JAN, 2018
JOB #: 25801

GRAPHIC SCALE
0 50 100
Feet
1 inch = 50 ft.

SHEET #:
8.0
OF SHEETS 26

- NOTES:
1. ALL FLOOR ELEVATIONS SHALL BE ELEVATED TO A MINIMUM OF 24-INCHES ABOVE BASE FLOOD ELEVATION UNLESS FLOOD PROOFED IN ACCORDANCE WITH SECTION 8-52(2) FLOOD DAMAGE PREVENTION CODE.
 2. ALL SIDEWALKS TO BE A MINIMUM OF 4-INCHES THICK EXCEPT AT DRIVEWAY APPROACHES WHERE SIDEWALKS SHALL BE AT LEAST 6-INCHES THICK. SIDEWALKS FRONTING OPEN SPACE / RECREATION TRACTS SHALL BE CONSTRUCTED WITH INFRASTRUCTURE.
 3. ALL PONDS SHALL BE MAINTAINED BY THE CITY OF APOPKA.
 4. STORM DRAINAGE SERVING PRIVATE ROADWAYS SHALL BE OWNED AND MAINTAINED BY CITY OF APOPKA.
 - 5.



EVANS
ENGINEERING, INC.

CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES

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ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00005788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788

No. 46586

STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
DAVID L. EVANS
FLORIDA P.E.I. NO. 46586

DATE: _____

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

**PAVING, GRADING, AND
DRAINAGE PLAN**

DATE	NO.	REVISIONS	BY
		DETAIL	

DRAWN BY: JSK	DATE: JAN, 2018
CHECKED BY: SHS	JOB #: 25801

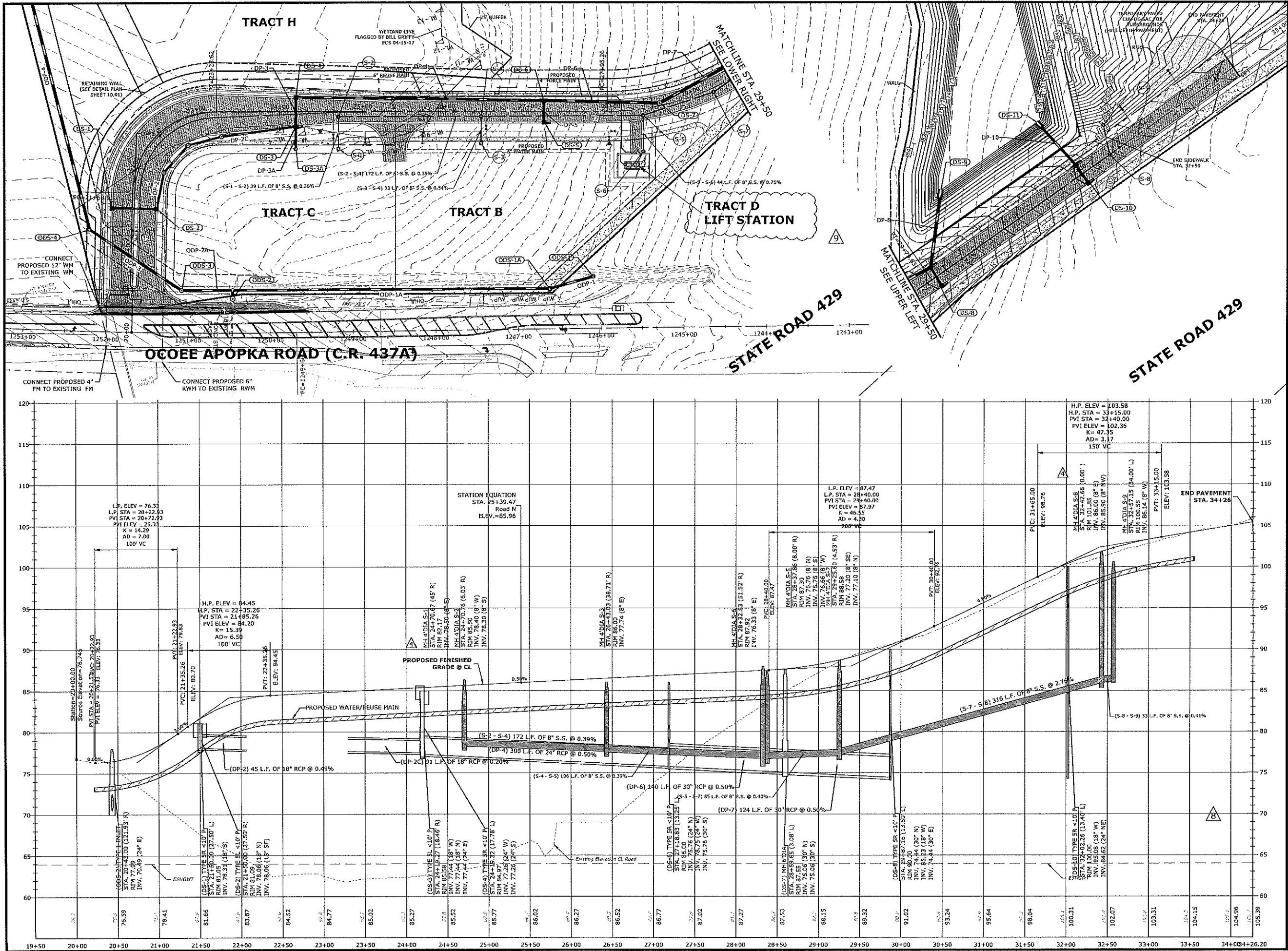
GRAPHIC SCALE

1" = 50'

SHEET #:
8.1
OF SHEETS 26

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Apr 03, 2018 - 1:58pm by SHS



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719 IRMA AVENUE
ORLANDO, FLORIDA 32803
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www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00064788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION (NO. 6788)
No. 46556
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID A. EVANS
FLORIDA P.E. NO. 46556
DATE:

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA
PLAN AND PROFILE

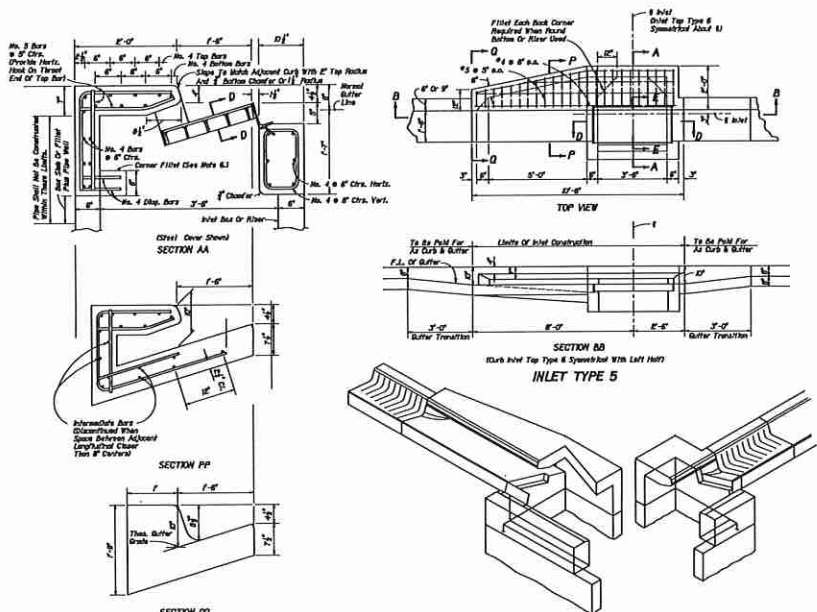
REVISIONS			BY
DATE	NO.	DETAIL	VT
03-10-18	1	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-17-18	2	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	3	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	4	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	5	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	6	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	7	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	8	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	9	REVIEW PER CITY OF APOPKA COMMENTS	SHS
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03-19-18	13	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	14	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	15	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	16	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	17	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	18	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	19	REVIEW PER CITY OF APOPKA COMMENTS	SHS
03-19-18	20	REVIEW PER CITY OF APOPKA COMMENTS	SHS

DRAWN BY: JSK
CHECKED BY: SHS
DATE: JAN, 2018
JOB #: 25801

GRAPHIC SCALE
1 inch = 50 ft.
50 0 50 100
Feet

SHEET #
9.0
OF SHEETS 26

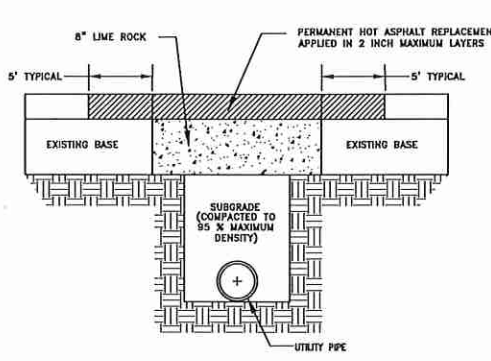
NOTED: ALL DIMENSIONS ARE IN FEET AND INCHES. ALL DIMENSIONS SHALL BE AS SHOWN ON THIS PLAN. ALL DIMENSIONS SHALL BE AS SHOWN ON THIS PLAN. ALL DIMENSIONS SHALL BE AS SHOWN ON THIS PLAN.



- GENERAL NOTES:**
- The finished grade and slope of the inlet top are to conform with the finished grade and slope of the proposed driveway or parking.
 - When inlets are to be constructed on a curve, refer to the plans to determine the radius and, where necessary, modify the inlet details accordingly. Round steel when necessary.
 - All reinforcing steel shall be placed within the concrete slab. Inlet tops shall be placed and finished prior to the placement of the concrete slab.
 - Reinforcing steel shall be placed within the concrete slab. Inlet tops shall be placed and finished prior to the placement of the concrete slab.
 - Concrete slabs shall be placed and finished prior to the placement of the concrete slab.
 - The concrete slabs shall be placed and finished prior to the placement of the concrete slab.
 - For inlet types see Index No. 232.
 - These inlet types are designed for use with standard curb and gutter Type E and Type F. Local's ability to produce standard is not guaranteed.
 - See Index No. 232 for additional details.
 - All steel used for these and other work shall meet the requirements of ASTM A-36.
 - Embed steel bars in concrete slabs and in curb and gutter shall be cast No. 30 castings in accordance with ASTM A-66.
 - When slabs are to be placed in place after the curb and gutter are in place, the slabs shall be placed and finished prior to the placement of the concrete slab.
 - Inlet to be paid for under the contract unit price for Inlet (Type...), Each.

1 CURB INLET TOPS 5 & 6 NOT TO SCALE

NOTE:
SUB-GRADE TO BE COMPACTED TO 95% MAX. DENSITY AS DETERMINED BY AASHTO T-180 CUT TO BE REPLACED WITH 8" LIME ROCK AND COMPACTED TO 95% MAX. DENSITY TO TOP OF EXISTING BASE. CUT AREA TO BE PLACED OR PROTECTED ON THE DAY OF FOUR, EXISTING SURFACE TO BE SAW CUT TO AN AREA OF FIVE FEET (5') BEYOND BASE CUT.



- GENERAL NOTES:**
- BASE REPLACEMENT SHALL BE 8" LIME ROCK COMPACTED TO 95% MAX. DENSITY.
 - ASPHALTIC CONCRETE SURFACE MATERIAL SHALL BE REPLACED WITH THE SAME TYPE OF MATERIAL AT THE TIME OF REMOVAL.
 - MINIMUM ASPHALTIC CONCRETE SURFACE OVERLAY THICKNESS SHALL BE ONE (1) INCH.
 - ALL JOINT CUTS SHALL BE MECHANICALLY SAW CUT.

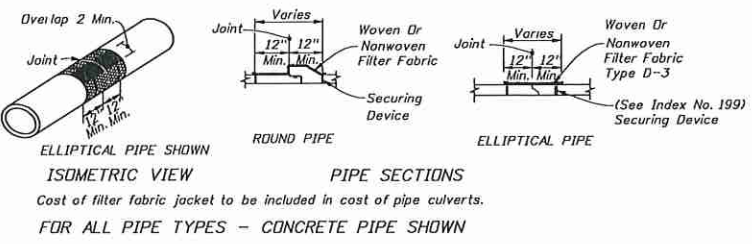
- PAVEMENT RESTORATION:**
- LONGITUDINAL CUTS MAY REQUIRE OVERLAY/RESURFACING OF THE COMPLETE WIDTH OF THE TRAVELED WAY.
 - CUTS AT INTERSECTIONS OF STREETS GENERALLY MAY REQUIRE A COMPLETE OVERLAY/RESURFACING TO THE END OF ALL RETURN RADI, AND ALSO TO A POINT TEN FEET (10') BEYOND THE CUT, WHICHEVER IS GREATER.
 - ACTUAL REQUIREMENTS WILL BE AS STATED ON THE APPROVED PERMIT.

STANDARD ROADWAY OPEN-CUT DETAIL FINAL RESTORATION - TYPICAL OF MAJOR OPEN CUTS

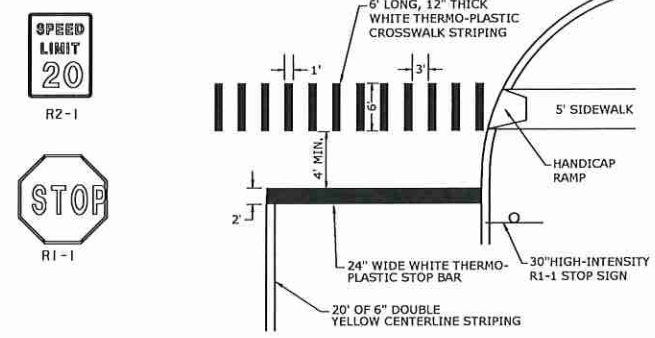
CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

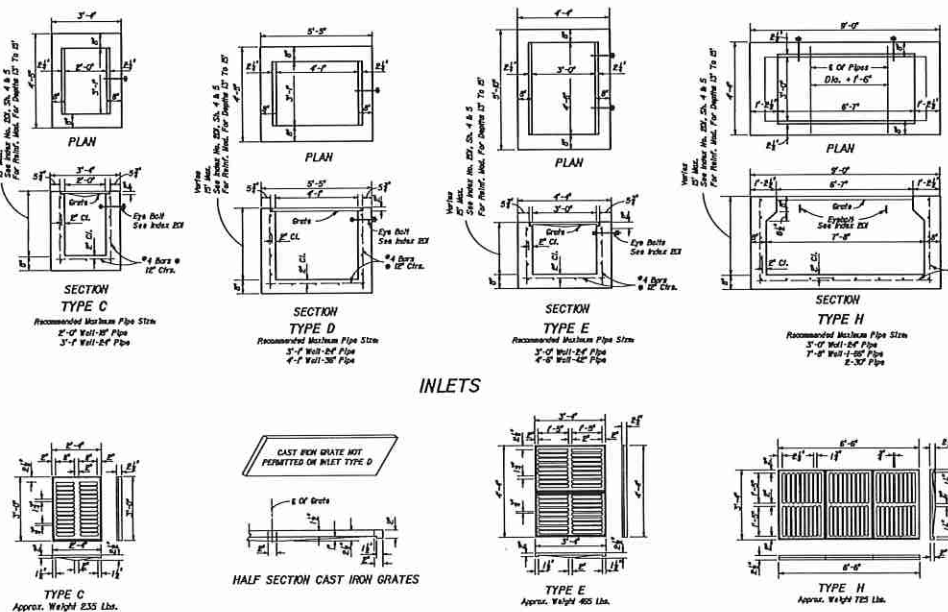
FIG. 702



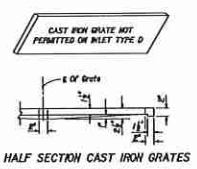
PIPE FILTER FABRIC JACKET NOT TO SCALE



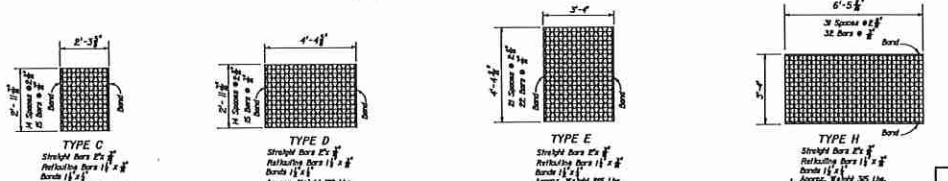
3 STOP/CROSSWALK DETAIL NOT TO SCALE



INLETS

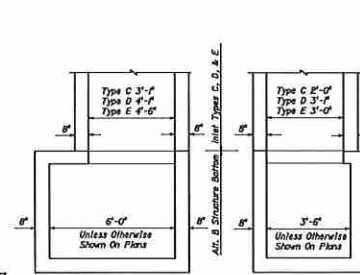


CAST IRON GRATES



NOTES: Steel Grates are Required on Inlets With Traversable Slits And on Inlets Where Bicycles Traffic is Anticipated.

STEEL GRATES

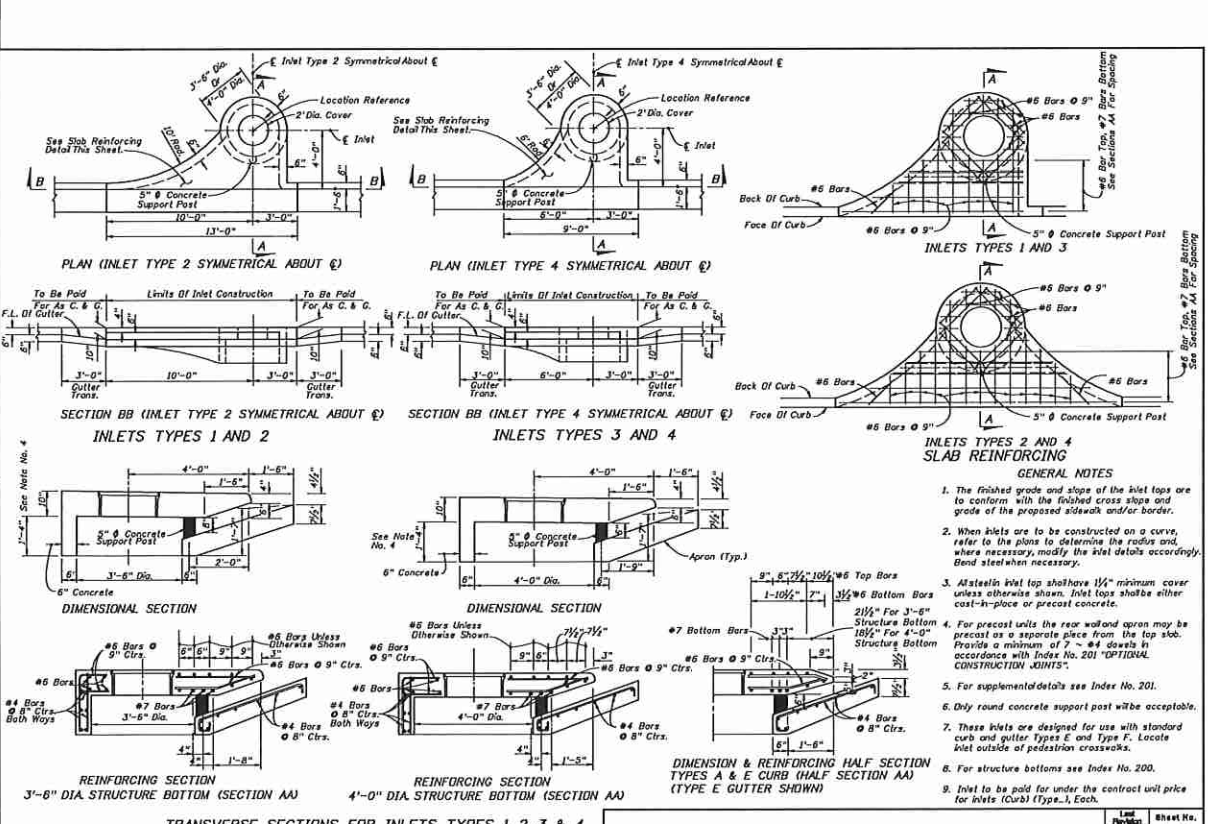


STRUCTURE BOTTOM FOR INLETS TYPES C, D, E & H

- GENERAL NOTES:**
- These inlets are suitable for inlets and pedestrian areas and are to be used in streets, parking areas and other areas where pedestrian traffic is anticipated. They are not to be placed in areas subject to any heavy loads.
 - Inlets subject to vehicle traffic should be constructed without slits. Slits should be provided in areas where pedestrian traffic is anticipated. Slits should be provided in areas where pedestrian traffic is anticipated.
 - Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets where bicycle traffic is anticipated.
 - Recommended maximum pipe sizes shown are for concrete pipe. Pipe sizes larger than those recommended shall be checked for fit.
 - All exposed corners and edges of concrete are to be chamfered.
 - Permitted to be used on inlets without slits and inlets with non-traversable slits only when called for in the plans, but required on all traversable slits. Cast to be included in contract unit price for inlets. Quantities shown are for information only.
 - Traversable slits constructed in existing inlets shall be paid for as inlets per foot, and shall include the cost for slit openings, paving and any required replacement grates.
 - Slits to be used on all inlets not located in paved areas and paid for under contract unit price for Slits (Type...), Each.
 - For supplementary details see Index No. 232.

DITCH BOTTOM INLETS TYPES C, D, E & H

Sheet No. 1 of 4
Index No. 232



TRANSVERSE SECTIONS FOR INLETS TYPES 1, 2, 3 & 4

CURB INLET TOPS TYPES 1, 2, 3 & 4

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
710 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006785

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6785
No. 46586
STATE OF FLORIDA
DAVID A. EVANS
FLORIDA P.E. NO. 46586

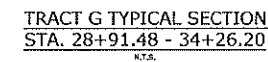
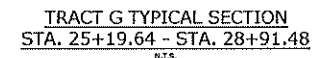
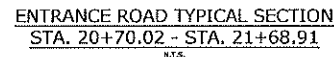
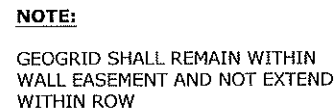
DATE:

OAK POINTE - NORTH FOR THOMPSON HILLS ESTATES, LLC FINAL DEVELOPMENT PLAN (NORTH) CITY OF APOPKA, FLORIDA **PAVING, GRADING, AND DRAINAGE DETAILS**

REVISIONS	DATE	NO.	BY	DETAIL

DRAWN BY: JSK
CHECKED BY: SHS
DATE: JAN, 2018
JOB #: 25801

SHEET #:
10.0
OF SHEETS 26



NOTE:
STATION 34+26.20 - 46+33 IS TO BE
BUILT IN A FUTURE PHASE



POND OUTFALL STRUCTURE DS-14
MODIFIED F.D.O.T. TYPE 'C' INLET

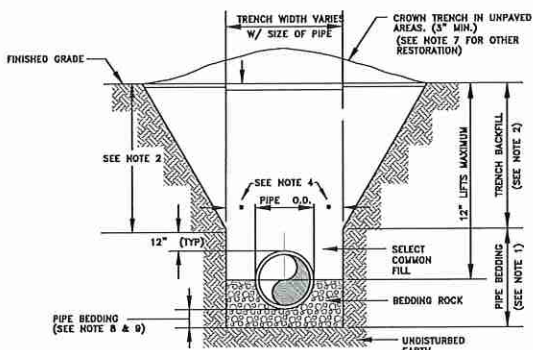
$$\frac{1}{8.0}$$

NOT TO SCALE

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

DRAWN BY: JSK	DATE: JAN, 2018
CHECKED BY: SHS	JOB #: 25801

SHEET # 101 OF SHEETS 26



- NOTES:
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-150.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-150.
 3. USE OF TYPE 'A' BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY.
 4. (1) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. GRAVITY SEWERS SHALL UTILIZE TYPE 'A' BEDDING IF REQUIRED BY THE CITY. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
 8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. THE CITY SHALL DETERMINE IN THE FIELD IF REMOVAL OF UNSUITABLE MATERIAL IS REQUIRED TO REACH A SUITABLE FOUNDATION.
 9. ALL UNPAVED DISTURBED AREAS SHALL BE SOODED TO MATCH ADJACENT DOMINATE GRASS SPECIES.
 10. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.

TYPE "A" BEDDING AND OPEN-CUT DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 101

PROPOSED UTILITY	HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS									
	POTABLE WATER	RECLAIMED WATER	SANITARY SEWER FORCE MAIN	SANITARY SEWER GRAVITY MAIN	STORM SEWER	POTABLE WATER	RECLAIMED WATER	SANITARY SEWER FORCE MAIN	SANITARY SEWER GRAVITY MAIN	STORM SEWER
POTABLE WATER	-	-	3'	12"	6'	12"	6'	12"	6'	12"
RECLAIMED WATER	3'	12"	-	-	3'	12"	3'	12"	-	-
SANITARY SEWER FORCE MAIN	6'	12"	3'	12"	-	-	-	-	-	-
SANITARY SEWER GRAVITY MAIN	6'	12"	3'	12"	-	-	-	-	-	-

GENERAL NOTES:

1. THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.C.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.). THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
2. FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 17-810. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.
3. ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.
4. ACCEPTABLE VARIANCES:
 - A. WHERE HORIZONTAL SEPARATION IS NOT ATTAINABLE, PVC-C-900 SDR-14 OR CONCRETE ENCASUREMENT MUST BE USED FOR THE SANITARY SEWER LINE FOR AT LEAST ONE OF THE PIPES. PVC-C-900 SDR 14 OR CONCRETE ENCASUREMENT MUST BE USED UNTIL MINIMUM CLEARANCE IS REQUIRED.
 - B. WHERE 18 INCH VERTICAL SEPARATION IS NOT ATTAINABLE AT CROSSINGS, USE ONE FULL LENGTH OF PVC-C-900 SDR-14 FOR SANITARY SEWERS OR ENCASED PIPE CENTERED AT THE POINT OF CROSSING SPECIAL SUPPORT MAY BE REQUIRED.
5. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.
6. CONCRETE ENCASUREMENT SHALL NOT BE USED UNLESS APPROVED BY PUBLIC SERVICES DIRECTOR OR HIS DESIGNEE.

HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 104

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S). *	PIPE SIZE									
	6"	8"	10"	12"	16"	18"	20"	24"	30"	48"
90° BEND					65	77	89	105	120	
45° BEND					27	32	37	44	50	
22-1/2° BEND					13	15	18	21	24	
11-1/4° BEND					7	8	9	10	12	
PLUG OR BRANCH OF TEE					138	166	194	231	265	
VALVES					69	83	97	116	133	

* TO BE COMPLETED BY THE ENGINEER

NOTES:

1. FITTINGS SHALL BE RESTRAINED JOINT TYPE.
2. INSTALL FULL LENGTHS OF PIPE WITH TOTAL LENGTH CONTAINING ONLY RESTRAINED JOINTS EQUAL TO OR GREATER THAN LENGTH SHOWN IN TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

TYPE OF PIPE: DIP *

WORKING PRESSURE: 150 P.S.I.**

SOIL DESIGNATION: SM(SAND SILT) *

LAYING CONDITIONS: 3 *

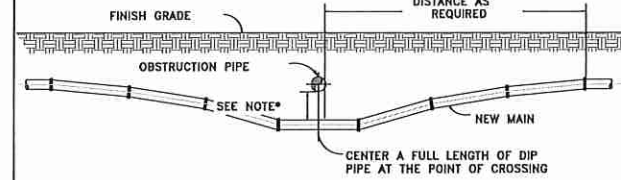
** FM = 100 P.S.I. / WM OR RWM = 150 P.S.I.

RESTRAINED PIPE TABLE (DIP)

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 106



NOTES:

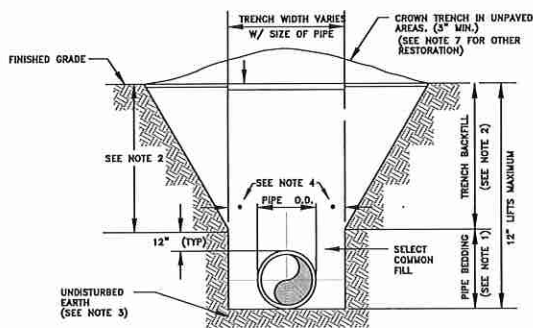
1. 18" MINIMUM CLEARANCE FOR WATER, SEWER AND RECLAIMED WATER MAIN CROSSINGS.
 2. 12" MINIMUM CLEARANCE REQUIRED FOR OTHER TYPE UTILITY CROSSINGS.
 3. SEE ENCASUREMENT DETAIL IF MINIMUM CLEARANCE CANNOT BE OBTAINED.
- * CONSTRUCT UNIFORM PIPE DEFLECTION NOT TO EXCEED 75% OF MANUFACTURER RECOMMENDED MAXIMUM DEFLECTION PER PIPE JOINT

UTILITY CROSSING PIPE DEFLECTION DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 117



- NOTES:
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-150.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS TO AASHTO T-150.
 3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE 'A' BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
 4. (1) 15" MAX. FOR PIPE DIAMETERS LESS THAN 24", AND 24" FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES.
 8. SURFACE RESTORATION WITHIN CITY RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.
 9. ALL UNPAVED DISTURBED AREAS SHALL BE SOODED TO MATCH ADJACENT DOMINATE GRASS SPECIES.

TYPE "B" BEDDING AND OPEN-CUT DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 100

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S). *	PIPE SIZE									
	6"	8"	10"	12"	16"	18"	20"	24"	30"	48"
90° BEND	36	46	55	64						
45° BEND	15	19	23	26						
22-1/2° BEND	8	9	11	13						
11-1/4° BEND	3	5	6	8						
PLUG OR BRANCH OF TEE	53	97	117	135						
VALVES	27	49	59	68						

* TO BE COMPLETED BY THE ENGINEER

NOTES:

1. FITTINGS SHALL BE RESTRAINED JOINT TYPE.
2. INSTALL FULL LENGTHS OF PIPE WITH TOTAL LENGTH CONTAINING ONLY RESTRAINED JOINTS EQUAL TO OR GREATER THAN LENGTH SHOWN IN TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, FOR PVC WITH THE FOLLOWING ASSUMPTIONS:

TYPE OF PIPE: PVC *

WORKING PRESSURE: 150 P.S.I.**

SOIL DESIGNATION: SM(SAND SILT) *

LAYING CONDITIONS: 3 *
6. FOR PIPE ENCASED IN POLYETHYLENE, USE VALUES GIVEN IN PARENTHESES OR INCREASE THE GIVEN VALUE BY A FACTOR OF 1.5.

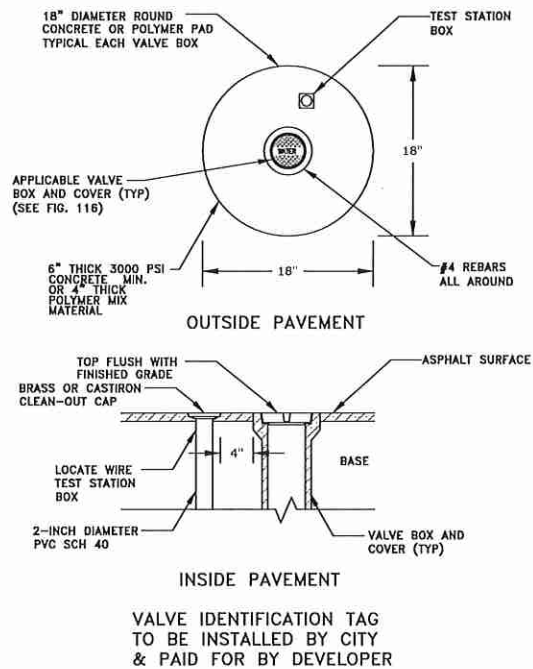
** FM = 100 P.S.I. / WM OR RWM = 150 P.S.I.

RESTRAINED PIPE TABLE (PVC)

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 105



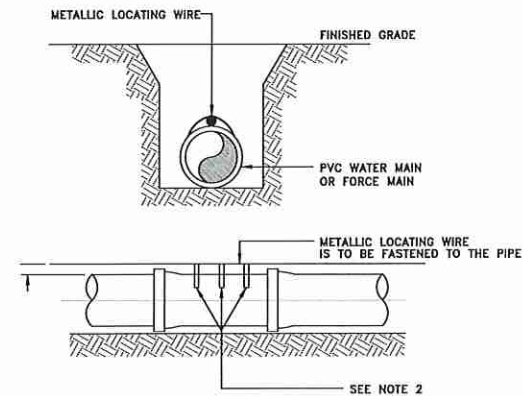
VALVE IDENTIFICATION TAG TO BE INSTALLED BY CITY & PAID FOR BY DEVELOPER

VALVE BOX

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 109



NOTES:

1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 AWG-SOLID CCS REINFORCED TRACER WIRE-INSULATED 30 MIL HOPE - 30 VOLT MFG. BY COPPERHEAD INDUSTRIES, LLC OR EQUAL) CAPABLE OF DETECTION BY A CABLE LOCATOR.
2. SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND ATTACHED WITH DUCT TAPE OR NYLON STRAPS AT 3 LOCATIONS PER JOINT. LOCATING WIRE SHALL TERMINATE AT THE TEST STATION BOX AS SHOWN IN FIG. 109.
3. BE CAPABLE OF EXTENDING 12" ABOVE TOP OF TEST STATION BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.
4. SPLICES SHOULD BE MADE USING STANDARDS AND PRODUCTS DESIGNED FOR DIRECT BURIAL CONDUCTORS.
5. WIRE INSULATION SHALL BE COLOR CODED FOR THE TYPE OF PIPE BEING INSTALLED.

PVC PIPE LOCATING WIRE DETAIL

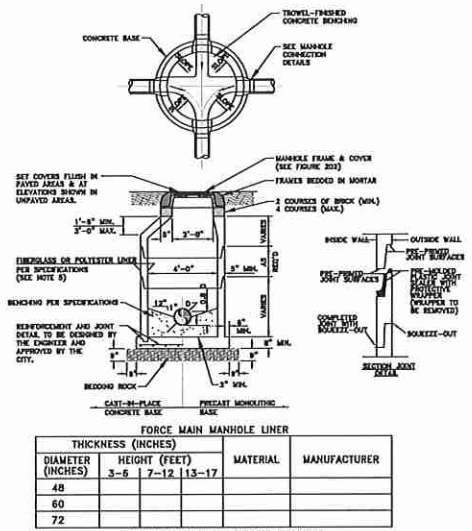
CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 118

REVISIONS	BY	DATE	DETAIL
1			
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10			

DRAWN BY: JSK	DATE: JAN, 2018
CHECKED BY: SHS	JOB #: 25801



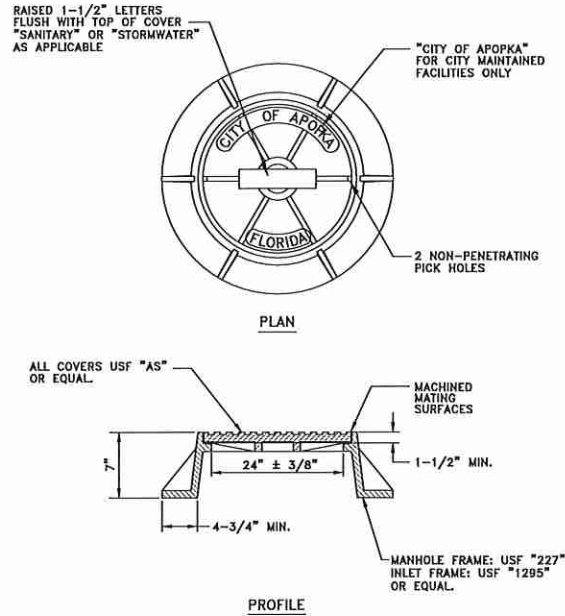
- NOTES:
- MANHOLE SHOWN IS FOR SEWER SIZE 6" THRU 24". SEE SECTION 20.4 OF THE MANUAL FOR MANHOLE DIAMETER FOR SEWERS LARGER THAN 24".
 - DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
 - THE THICKNESS OF THE LINER SHALL BE 3/8" MINIMUM.
 - EACH BENCH WALL SHALL BE A MINIMUM OF 18 INCHES LONG FROM THE WALL OF THE MANHOLE TOWARD THE CENTER.
 - SANITARY SEWER MANHOLES MAY BE REQUIRED TO BE LINED WITH HDPE OR FIBERGLASS AS DIRECTED BY THE CITY.

TYPICAL MANHOLE

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 200

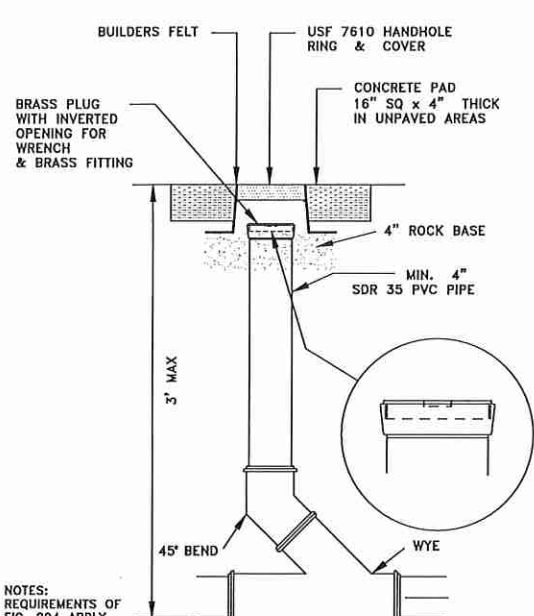


STANDARD MANHOLE FRAME AND COVER

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 202

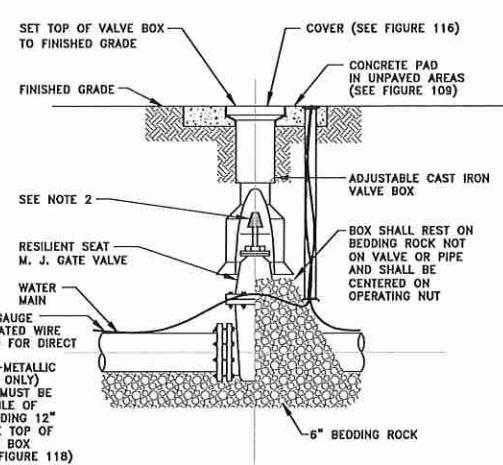


SANITARY SEWER SERVICE TRAFFIC RATED CLEAN-OUT DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 205

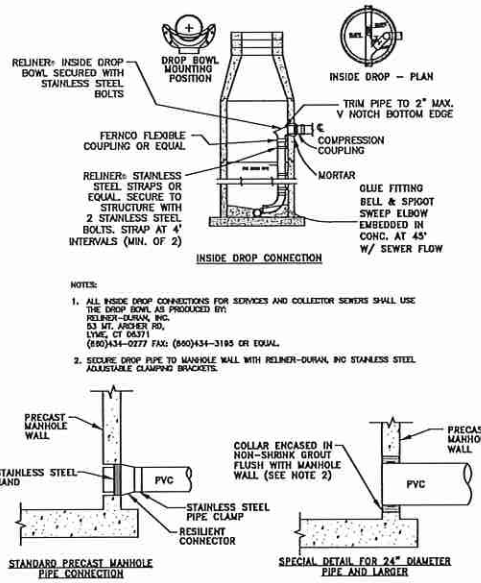


GATE VALVE AND BOX DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 400

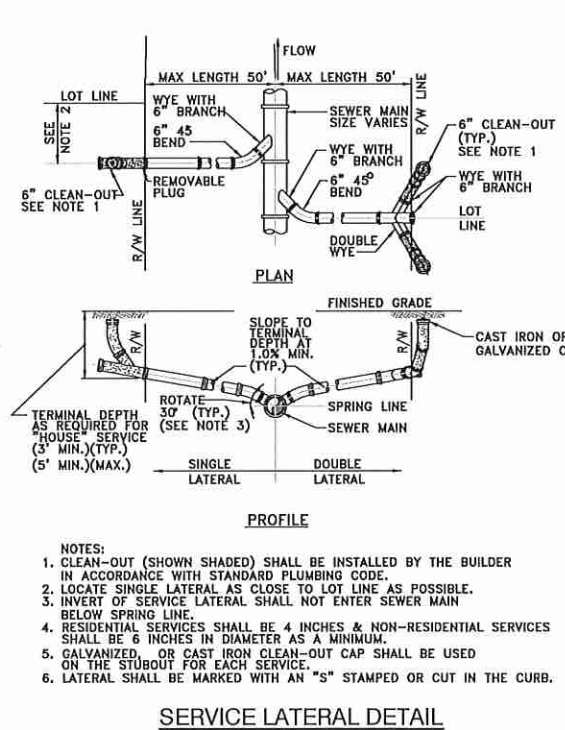


MANHOLE CONNECTION DETAILS

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 201

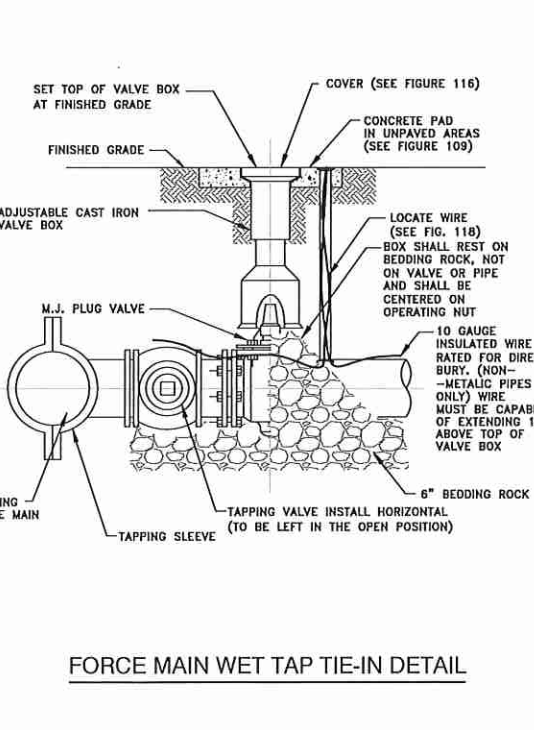


SERVICE LATERAL DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 204

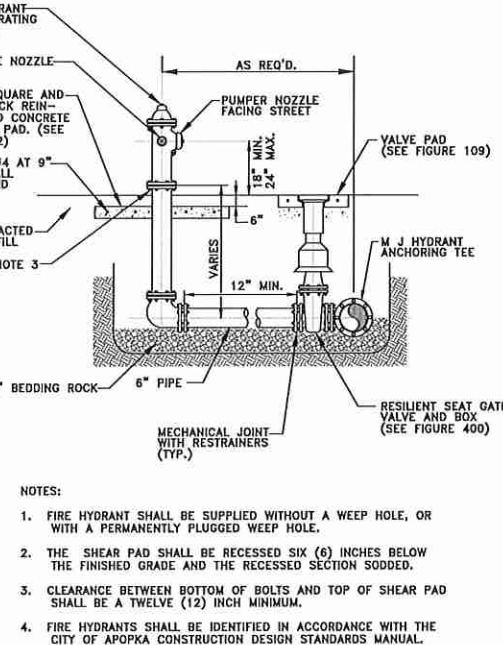


FORCE MAIN WET TAP TIE-IN DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 206



FIRE HYDRANT ASSEMBLY DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 402

EVANS
ENGINEERING, INC.

CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES

719 IRMA AVENUE
ORLANDO, FLORIDA 32809
(407) 872-1616
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00066788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION (NO. 6788)

No. 46586

STATE OF FLORIDA
DAVID A. EVANS
FLORIDA P.E. NO. 46586

DATE:

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

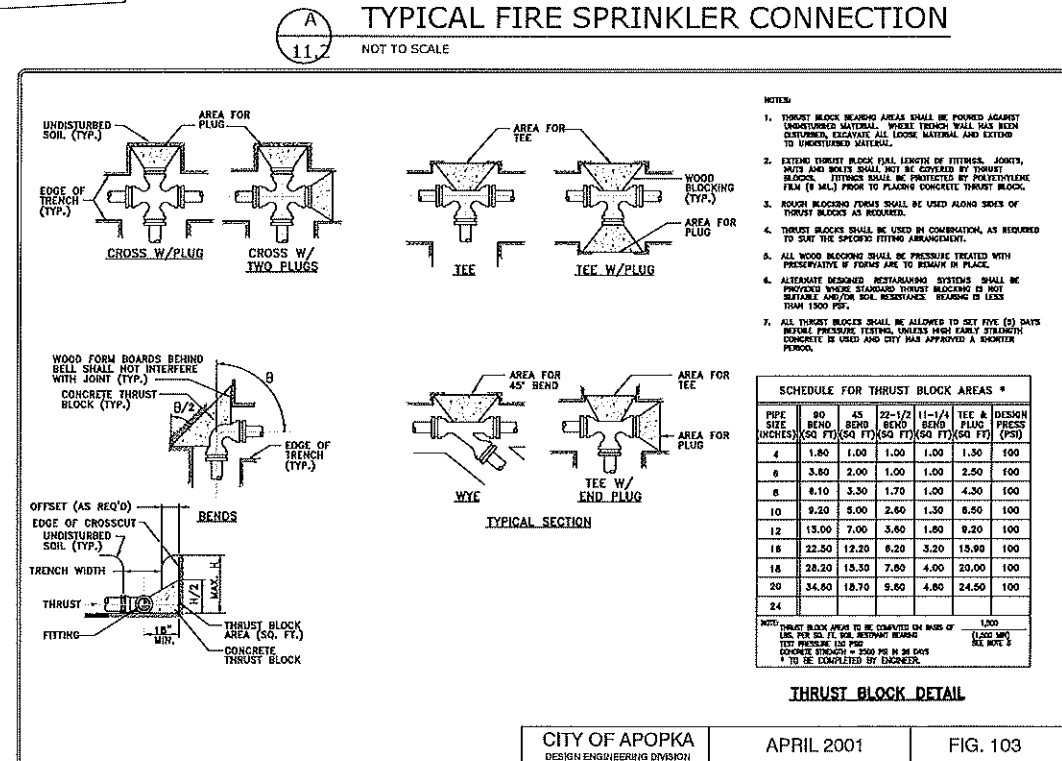
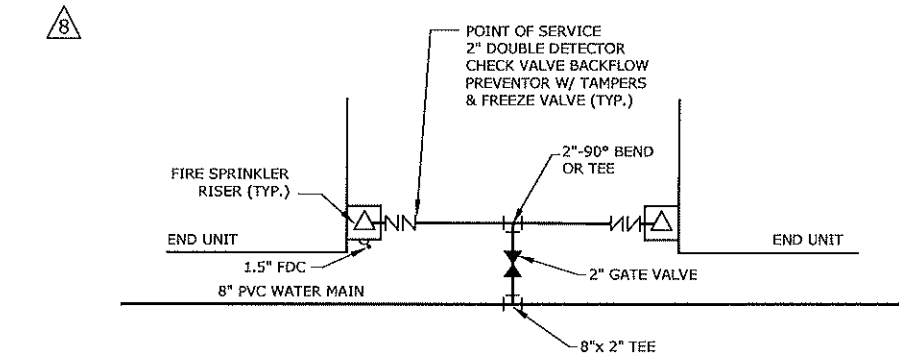
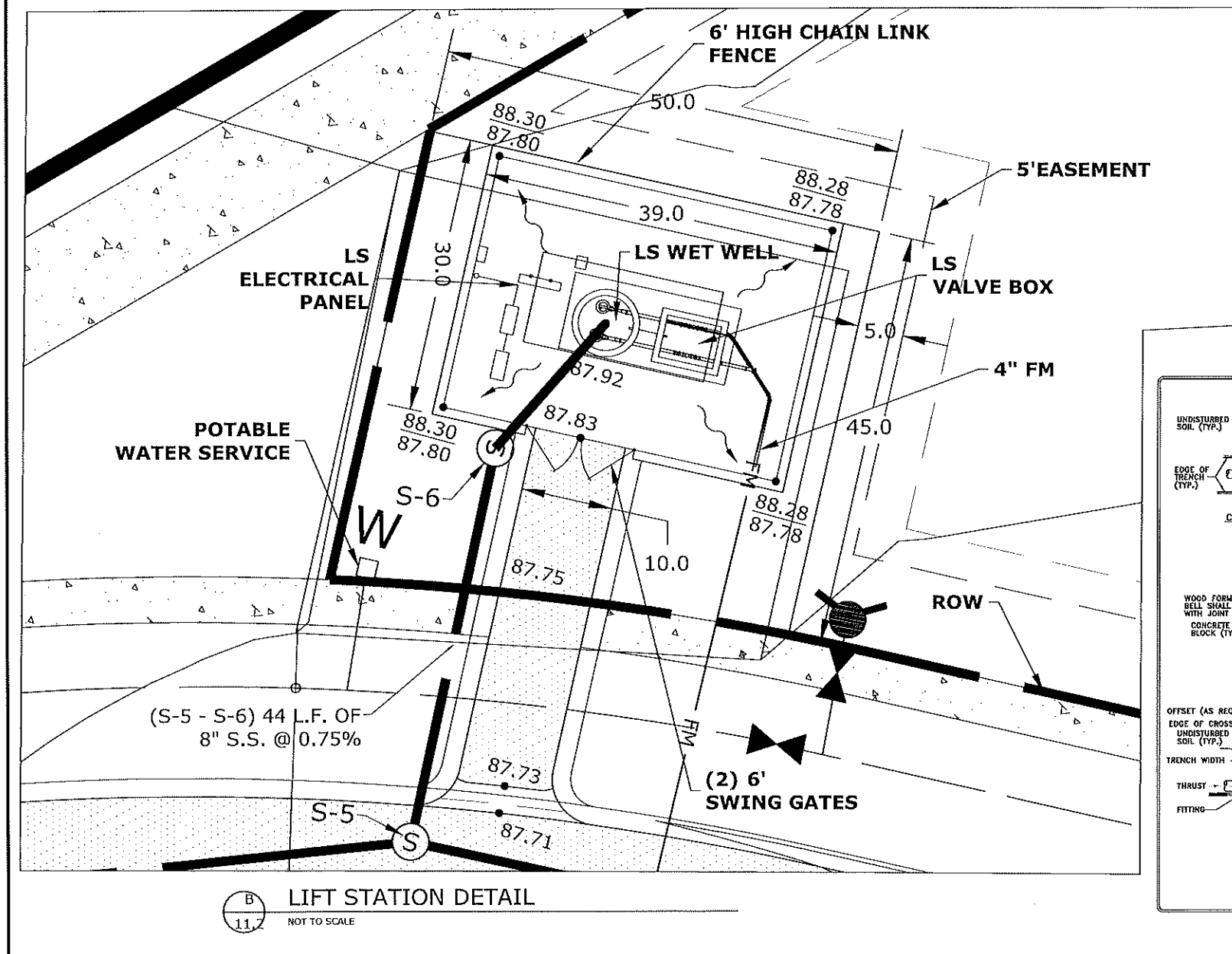
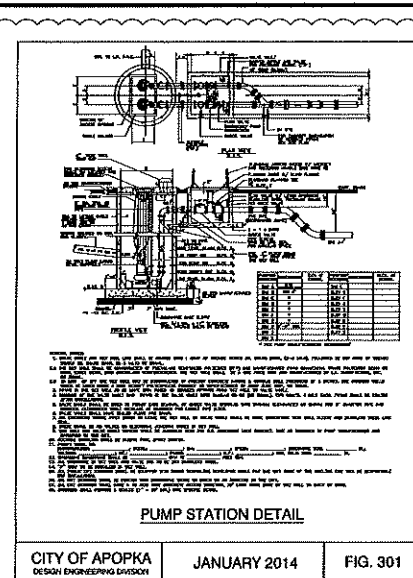
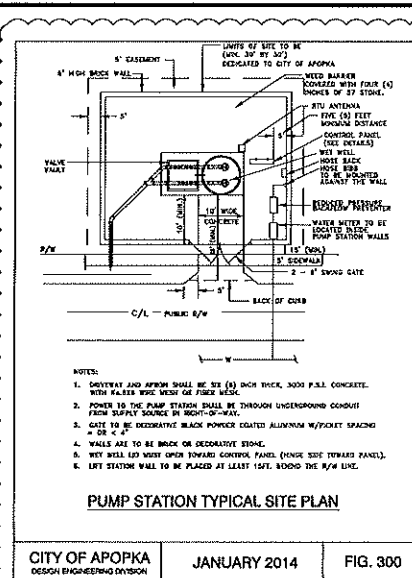
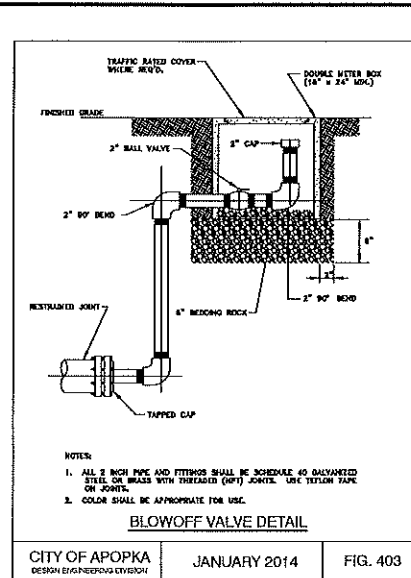
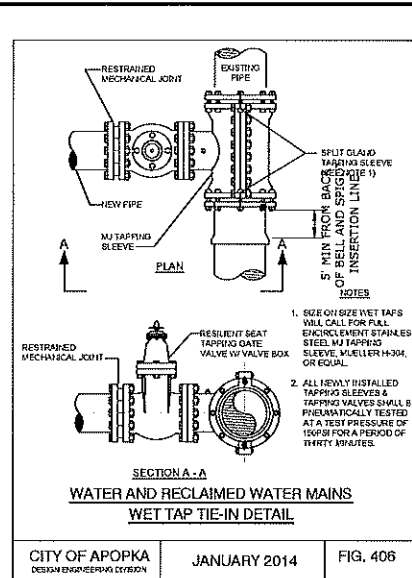
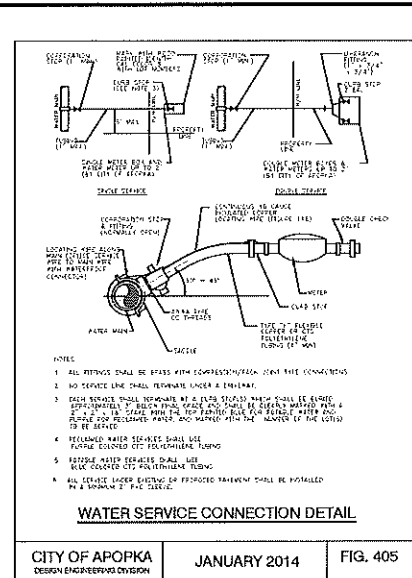
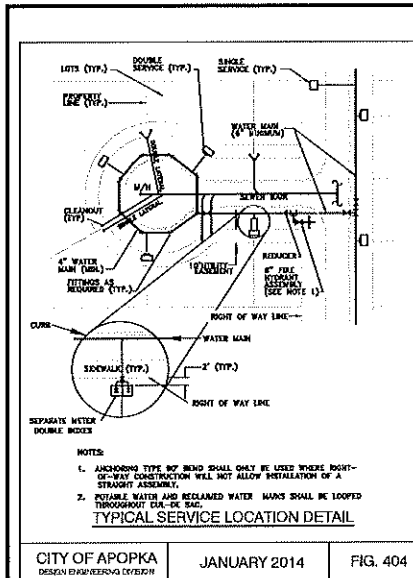
UTILITY DETAILS

REVISIONS	DATE	NO.	DETAIL	BY

DRAWN BY: JSK
CHECKED BY: SHS

DATE: JAN, 2018
JOB #: 25801

SHEET #: 11.1
OF SHEETS 26



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

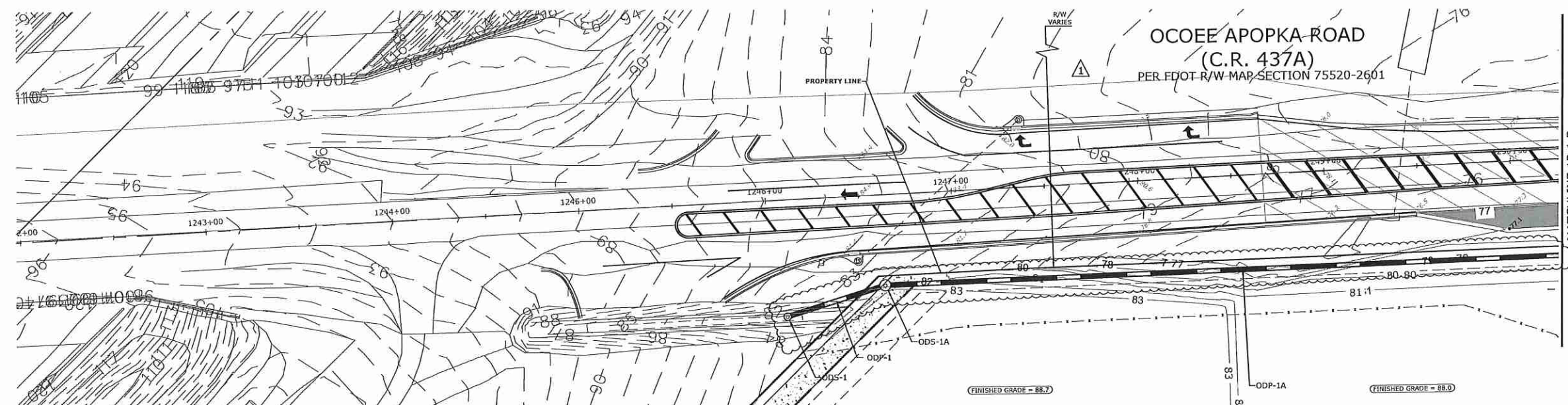
EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6788
 No. 46586
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 FLORIDA P.E. NO. 46586
 DATE:

OAK POINTE - NORTH
 FOR THOMPSON HILLS ESTATES, LLC
 FINAL DEVELOPMENT PLAN (NORTH)
 CITY OF APOPKA, FLORIDA
 UTILITY DETAILS

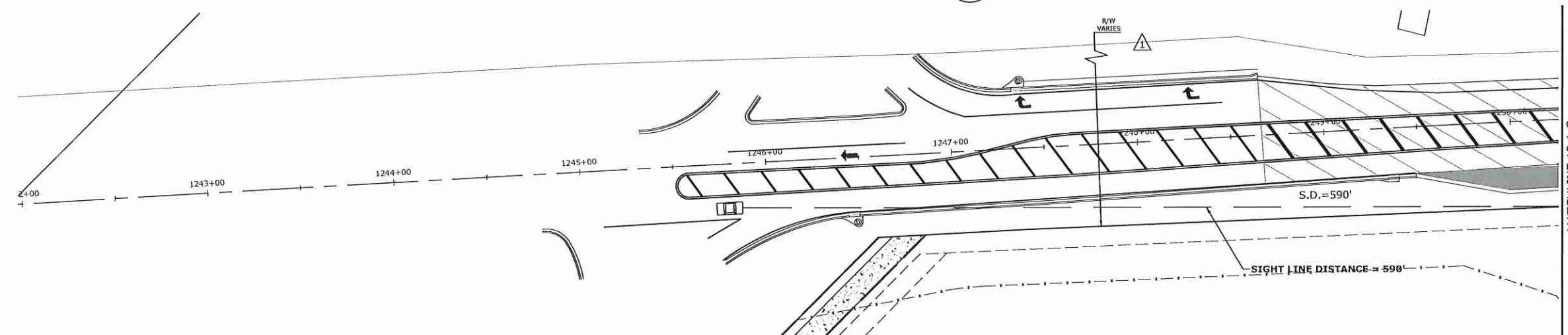
DATE	NO.	REVISIONS	BY	DETAIL
09-20-15	1	REVISED PER CITY OF APOPKA COMMENTS	SHS	
09-21-15	2	REVISED PER CITY OF APOPKA COMMENTS	SHS	

DRAWN BY: JSK
 CHECKED BY: SHS
 DATE: JAN, 2018
 JOB #: 25801

SHEET # 11.2
 OF SHEETS 26



PAVING, GRADING & DRAINAGE 2
12



GEOMETRY & STRIPING
1" = 30'

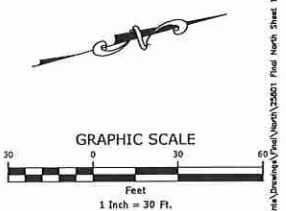


OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

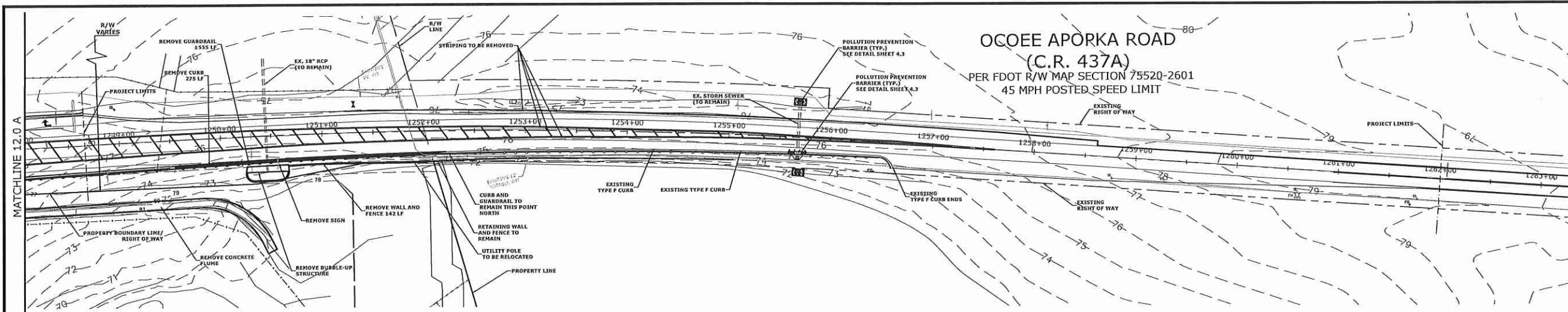
OFFSITE TURN LANES

REVISIONS					
DATE	NO.	DETAIL	BY		
9-2-18		REVISED PER CPM COMMENTS DATED 7-2-18	VT		
11-21-18		REVISED PER CMX COMMENTS DATED 8-30-18	SNS		

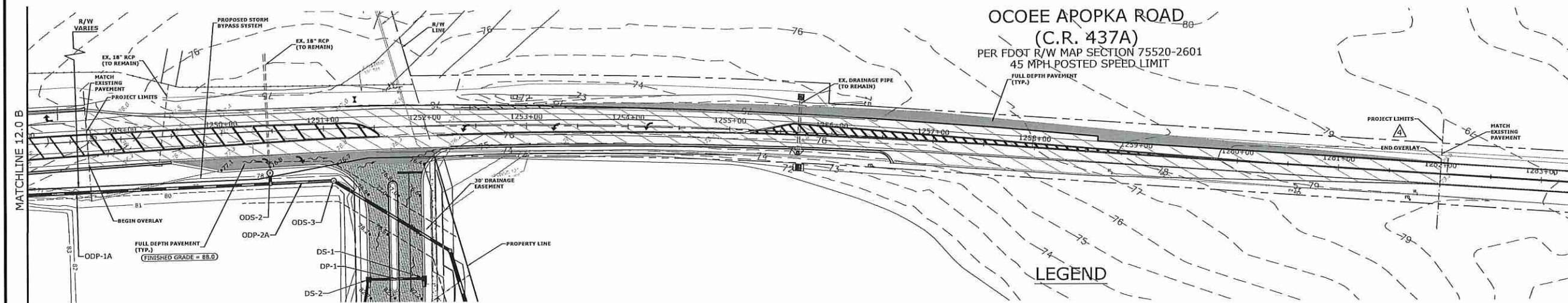
DRAWN BY: JSK	DATE: JAN, 2018
CHECKED BY: SHS	JOB #: 25801



SHEET # **12.0**
OF SHEETS 26



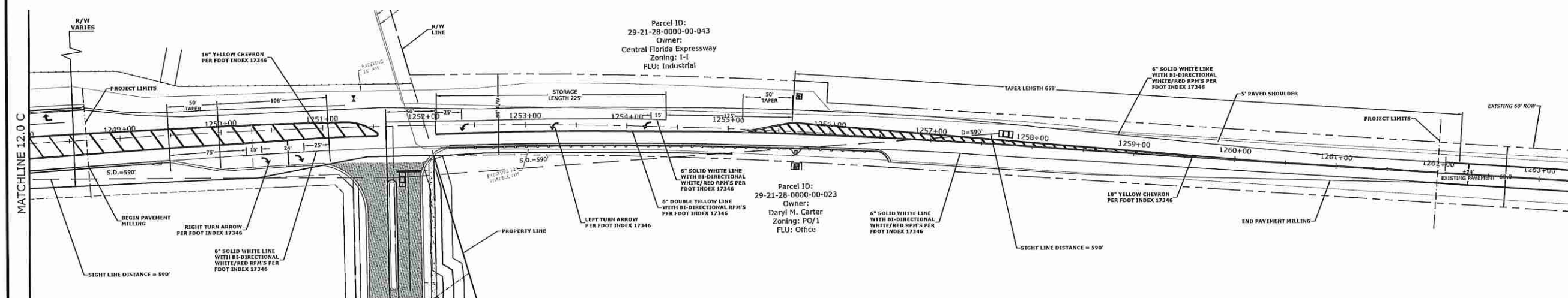
EXISTING CONDITIONS & DEMOLITION



PAVING, GRADING & DRAINAGE 12.1
1" = 50'

PROPOSED ASPALT SURFACE OVERLAY

PROPOSED FULL DEPTH ASPHALT



GEOMETRY & STRIPING 3
1" = 50' 12.1

 **EVANS**
ENGINEERING, INC.

CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES

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

www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

SPONSORED CONTENT PROVIDED BY AMT ELECTRONIC CORP.

EVANS ENGINEERING, INC.
DAVID L. EVANS
CERTIFICATE OF AUTHORIZATION NO. 6788

No. 46588

STATE OF
FLORIDA

PROFESSIONAL ENGINEER

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

DATE: _____

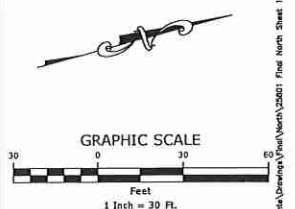
COPYIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID UNLESS SIGNED AND SEALED BY THE BOARD

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

OFFSITE TURN LANES

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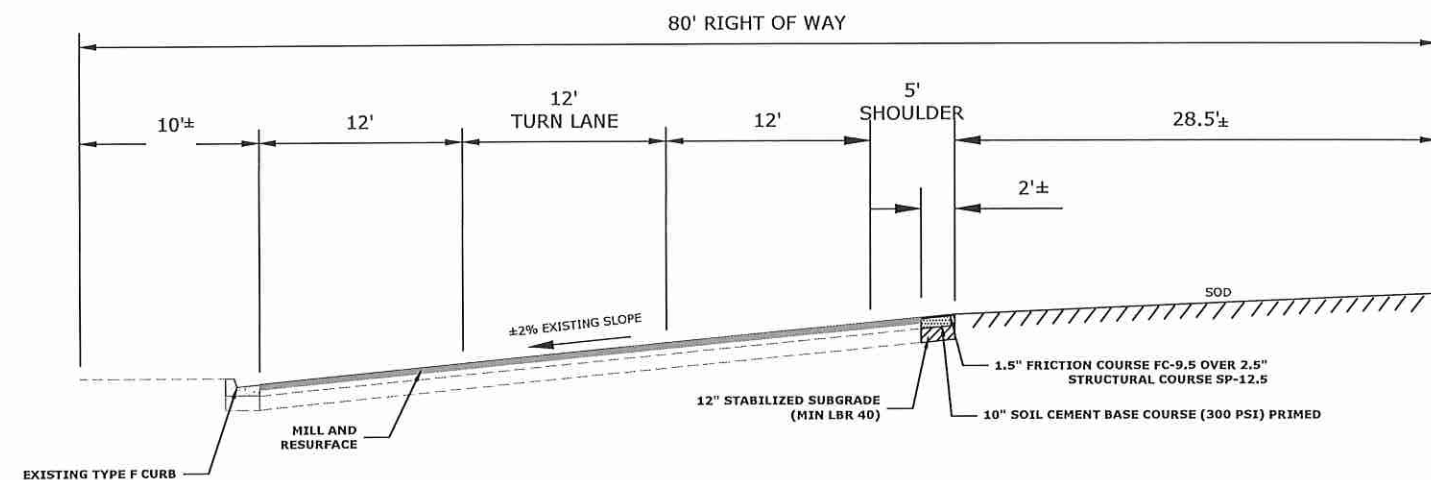
DRAWN BY: JSK	DATE: JAN, 2018
CHECKED BY: SHS	JOB #: 25801



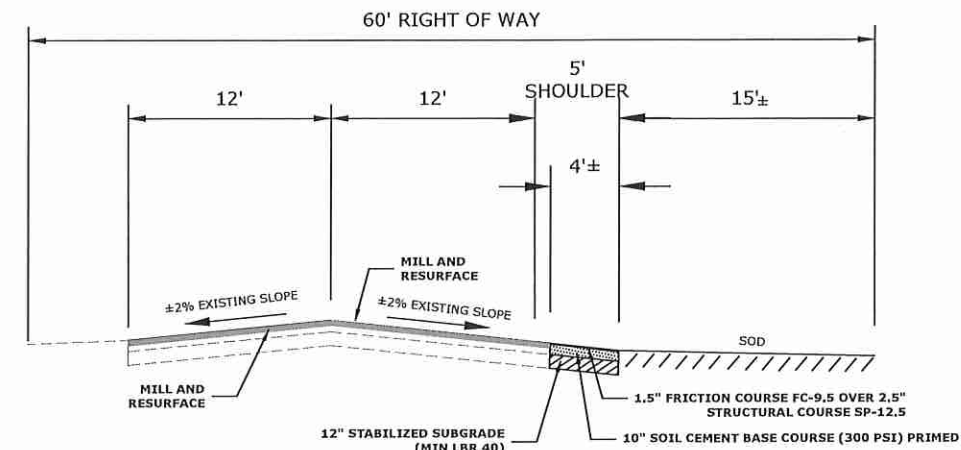
SHEET #:

12.1

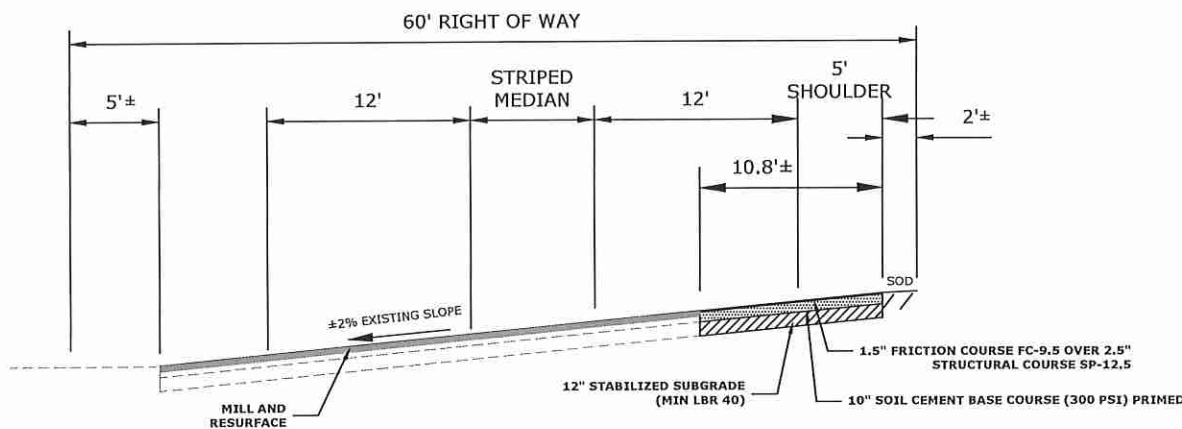
OF SHEETS 26



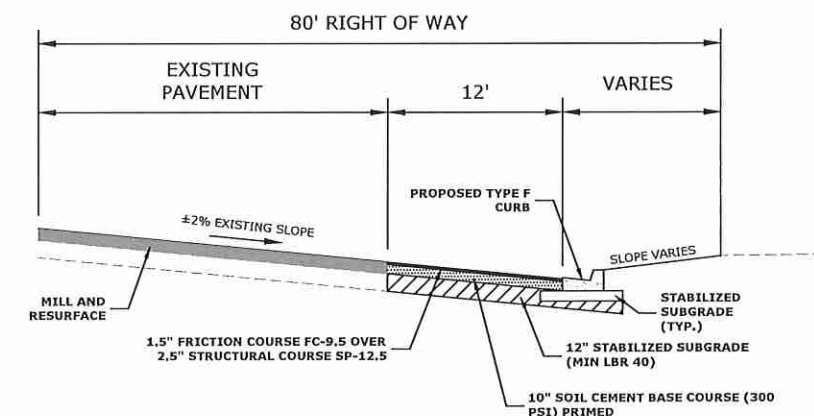
ROAD SECTION STA 1253+00



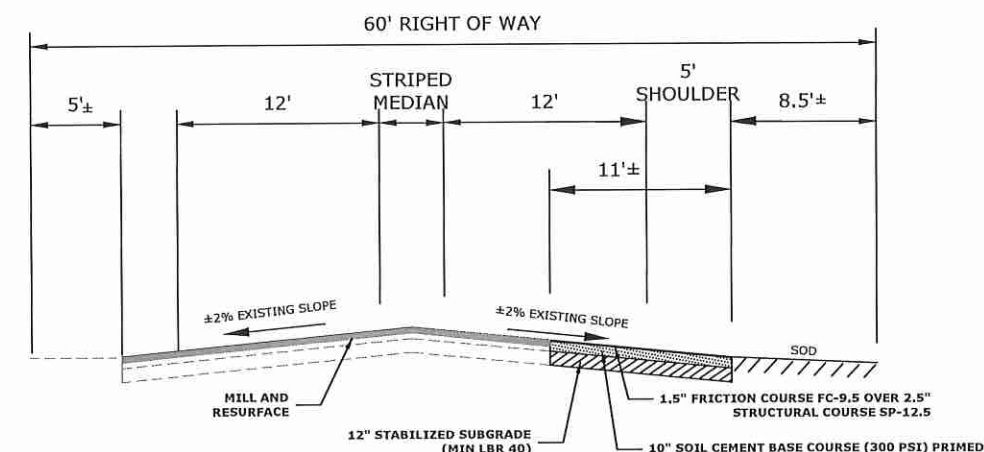
ROAD SECTION STA 1261+00



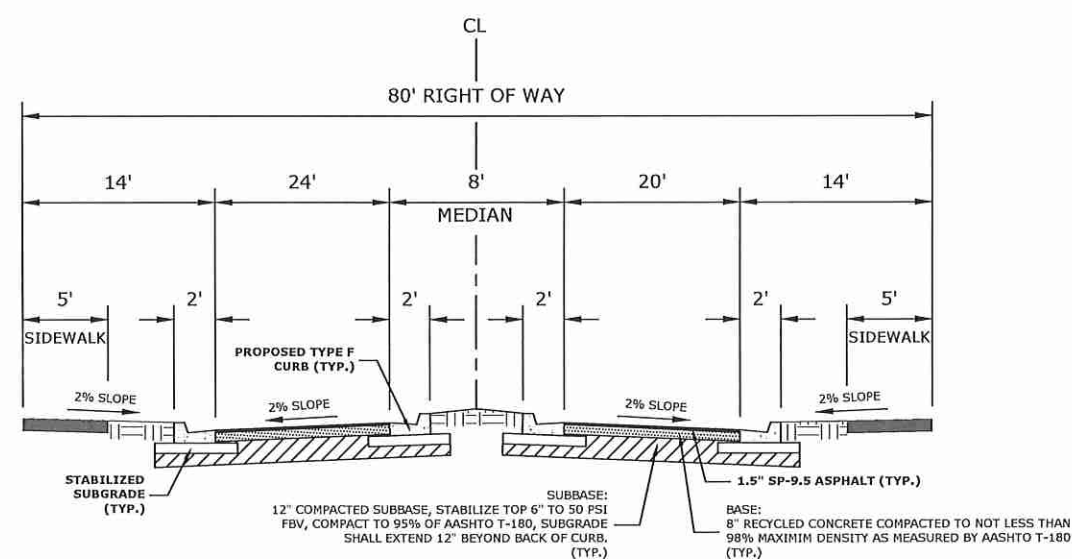
ROAD SECTION STA 1257+00



ROAD SECTION STA 1250+00



ROAD SECTION STA 1259+00



ENTRANCE SECTION STA 21+00

OFFSITE IMPROVEMENT NOTES:

MAINTENANCE OF TRAFFIC:

1. THE MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES IN A TAPER SHOULD BE APPROXIMATELY EQUAL IN FEET TO THE SPEED LIMIT.
2. WARNING LIGHTS SHOULD BE USED TO MARK CHANNELIZING DEVICES AT NIGHT AS NEEDED.
3. FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE EARLY WARNING SIGNS.
4. PAVEMENT MARKINGS NO LONGER APPLICABLE WHICH MIGHT CREATE CONFUSION IN THE MINDS OF VEHICLE OPERATORS SHALL BE REMOVED OR OBLITERATED AS SOON AS PRACTICABLE. TEMPORARY MARKINGS SHALL BE USED AS NECESSARY.
5. THE CONSTRUCTION ZONE PLAN SHOWN HEREON DOES NOT RELIEVE THE CONTRACTOR OF HIS NECESSARY RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF PART VI, MUTCD.
6. CHANNELIZING DEVICES SHALL BE USED TO SEPARATE LANES FOR STEADY TRAFFIC FLOW DURING ASPHALT OVERLAY CONSTRUCTION, PER REQUIREMENTS OF PART VI, MUTCD.

GENERAL NOTES:

1. POSTED SPEED LIMIT 45 MPH; DESIGN SPEED LIMIT 55 MPH.
2. ALL PAVEMENT MARKINGS AND STRIPING SHALL COMPLY WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, MANUAL OF UNIFORM CONTROL DEVICES AND CITY OF APOPKA DEVELOPMENT STANDARDS.
3. ALL STRIPING SHALL BE APPLIED BEFORE RAISED PAVEMENT MARKERS ARE INSTALLED.
4. ALL MARKINGS ARE TO BE THERMOPLASTIC.
5. SEE FDOT INDEX NOS. 17445, 17446 AND 17452 FOR ADDITIONAL DETAILS.
6. ALL TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS TO BE CONSTRUCTED PER THE CITY OF APOPKA DEVELOPMENT STANDARDS, MUTCD AND FDOT.
7. PRIOR TO COMMENCING CONSTRUCTION IN THE RIGHT OF WAY THE CONTRACTOR WILL CONTACT THE CITY OF APOPKA. A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO THE CITY FOR PRIOR REVIEW.
8. THE CONTRACTOR SHALL PERFORM ADEQUATE TESTING TO DETERMINE THE TYPE, DEPTH AND CONDITION OF THE EXISTING ROADWAY PAVEMENT STRUCTURE, INCLUDING FRICTION COURSE, IF ANY.
9. CONTRACTOR TO VERIFY EXISTING BASE OF OCOEE-APOPKA ROAD AND PROVIDE SOIL CEMENT IF EXISTING; OTHERWISE LIMEROCK PER DETAIL.

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA
OFFSITE TURN LANES

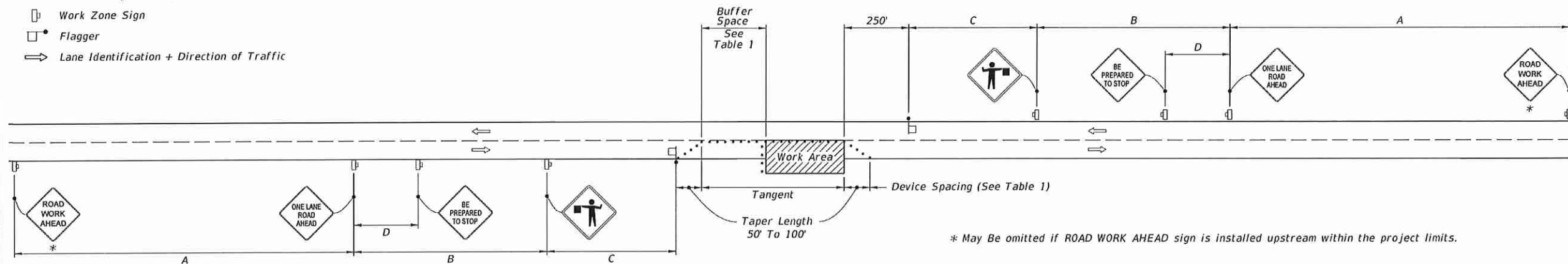
REVISIONS	DATE	NO.	BY	DETAIL
	7-21-18	1	JSK	REVISED PER CITY COMMENTS DATED 7-27-18

DRAWN BY:	DATE:
JSK	JAN, 2018
CHECKED BY:	JOB #:
SHS	25801

N.T.S

SYMBOLS:

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic



WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:

- Special Conditions may be required in accordance with these notes and the following sheets:
 - Railroad Crossings:
 - If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 3.
 - If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
 - If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
- Temporary Raised Rumble Strips:
 - Use when both of the following conditions are met concurrently:
 - Existing Posted Speed is 55 mph or greater;
 - Work duration is greater than 60 minutes.
 - Use a consistent Strip color throughout the work zone.
 - Place each Rumble Strip Set transversely across the lane at locations shown.
 - Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
- Additional one-way control may be provided by the following means:
 - Flag-carrying vehicle;
 - Official vehicle;
 - Pilot vehicles;
 - Traffic signals.

When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
- When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.
- The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
- When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft, for posted speeds greater than 25 mph.
- ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Speed limit is 45 mph or less.
 - There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
 - Volume and complexity of the roadway has been considered.
 - If a railroad crossing is present, vehicles will not queue across rail tracks.
 - AFADs are not in use.
- See Index 600 for general TCZ requirements and additional information.
- Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 990 and the APL vendor drawings.

TABLE 1									
Posted Speed	DEVICE SPACING				Distance Between Signs				Buffer Space
	Maximum Spacing of Cones or Tubular Markers		Maximum Spacing of Type I or Type II Barricades/Panels/Drums						
	On a Taper	On a Tangent	On a Taper	On a Tangent	A	B	C	D	
	25	20'	50'	20'	50'	200'	200'	200'	
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350'	350'	350'	175'	360'
50	20'	50'	20'	100'	500'	500'	500'	250'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

EVANS ENGINEERING, INC.
 CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
 710 IRMA AVENUE
 ORLANDO, FLORIDA 32809
 (407) 872-1616
 www.evansenginc.com
 CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6788
 No. 46586
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 DONALD EVANS
 FLORIDA P.E. NO. 46586
 DATE: _____

OAK POINTE - NORTH
 FOR THOMPSON HILLS ESTATES, LLC
 FINAL DEVELOPMENT PLAN (NORTH)
 CITY OF APOPKA, FLORIDA
MAINTENANCE OF TRAFFIC

REVISIONS	DATE	BY	DETAIL

DRAWN BY:	DATE:
JSK	JAN, 2018
CHECKED BY:	JOB #:
SHS	25801

GRAPHIC SCALE
 0 10 20 30 40 50
 Feet
 1 Inch = 30 Ft.

SHEET #:
12.3
 OF SHEETS 26

10/12/2016 1:07:16 PM

LAST REVISION	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX NO. 603	SHEET NO. 1 of 3
01/01/16						

RILEY & Company, Inc. (H-20 GP)

w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS
RILEY & COMPANY - GUARD PRO II MONITORING SYSTEM

SCOPE: Supply one complete H-20 GP Pre-Fab Lift Station, per design.
Pumps shall be capable of pumping domestic & commercial sewage.
Complete system shall be supplied by:
RILEY & Company, Inc.
Sanford, FL 32773 (Ph. 407-265-9963)

NO SUBSTITUTIONS - NO ALTERNATES

The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.F. Manufacturing, Giddings, Texas, Which Includes A Written 20 Yr. Warranty.
Certification of the wetwell H-20 load rating must be supplied with submittals.
H-20 certification must be signed and sealed by an engineer registered in the State of Florida.

After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.

PUMPS: (3 YEAR WARRANTY)

Submersible pumps shall be RILEY Model GRP171R. The pumps shall be installed in the H-20 LP FRP wetwell utilizing a dual slide rail system. The grinder pumps must be a 2" discharge.

Stator winding shall be open type with Class F insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C, but shall automatically reset when the winding temperature returns to normal. Two heat sensor thermostats shall be used on three phase motors.

The pump motor shaft shall be AISI 430F SS threaded to take the pump impeller.
Upper & lower mechanical seals shall be Silicon Carbide vs Silicon Carbide.

DUPLEX CONTROL PANEL: (3) YEAR WARRANTY

To insure complete unit and warranty responsibility the electrical control panel must be manufactured and built by the pump supplier. The pump supplier must be a TUV (UL508A CERTIFIED) manufacturing facility, with a minimum of 5 years history in the manufacturing of electrical control panels.

The enclosure shall be NEMA 4X, minimum 30" high x 30" wide x 10" deep Marine Grade Aluminum with 4 point latching system.

The enclosure shall have external mounting feet to allow for wall mounting.

The following components shall be mounted through the enclosure:

- 1- ea. Red Alarm Beacon (Light) 4" x 4" Minimum Diameter
- 1- ea. Alarm Horn (minimum 95 DCB)
- 1- ea. Generator Receptacle w/ weatherproof cover (SCM460 - UL 1686)
- 1- ea. Alarm Silence Pushbutton

The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.

The following components shall be mounted to back panel:

- 1- ea. RILEY & COMPANY GUARD PRO II MONITORING SYSTEM
- 2- ea. Motor Contactors
- 1- ea. Phase Monitor (3 Ph) w/2 N/O & 1 N/C Contacts
- 1- ea. Control Transformer (480 Volt Only) (Min. 500VA)
- 1- ea. Silence Relay Module
- 1- ea. Duplex Alternator w/ Pump Selector Switch
- 20- ea. Terminals For Field Connections
- 6- ea. Terminals For Motor Connections (Single Phase Only)
- 7- ea. Grounding Lugs
- 1- ea. Seal Failure Relay

The inner door shall be fabricated from .080, 5052-H32 marine alloy aluminum. The inner door shall have a continuous aluminum piano hinge.

The following components shall be mounted through the inner door:

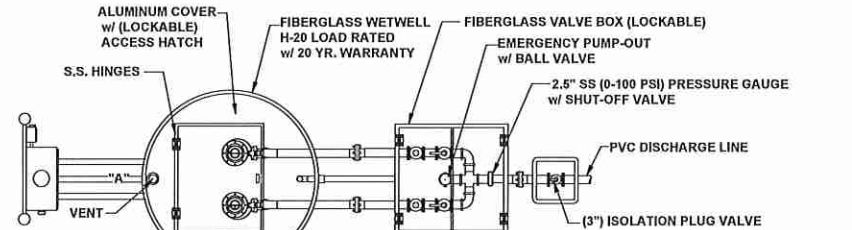
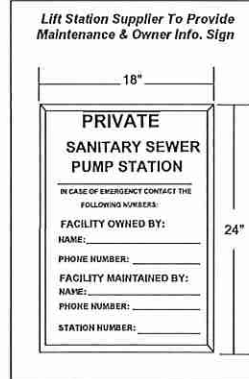
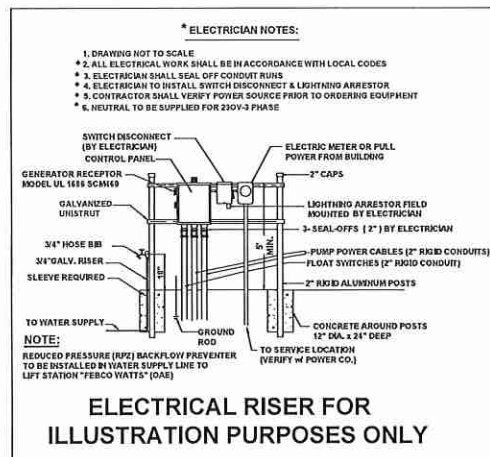
- 1- ea. Main Circuit Breaker
- 1- ea. Emergency Circuit Breaker
- 1- ea. Mechanical Interlock For Emergency And Main Breakers (UL Listed)
- 2- ea. Short Circuit Protectors w/ Auxiliary Contacts
- 1- ea. Control Circuit Breaker
- 2- ea. Seal Failure Indicator Lights
- 1- ea. Hand-Off-Auto Selector Switches
- 2- ea. Pump Run Pilot Lights
- 1- ea. Power On Pilot Light
- 2- ea. Elapse Time Meters (Non-Resettable)
- 1- ea. GFI Duplex Convenience Outlet

RILEY & COMPANY, INC. / GUARD PRO II MONITORING SYSTEM:
The GUARD PRO II offers a remote control and maintenance solution which allows you to create a decentralized system or monitor and control devices. With the GUARD PRO II upto eight (8) different lift station inputs can be monitored and upto four (4) outputs can be controlled remotely.
The GUARD PRO II can also notify upto eight (8) different recipients via sms text, e-mail or both.

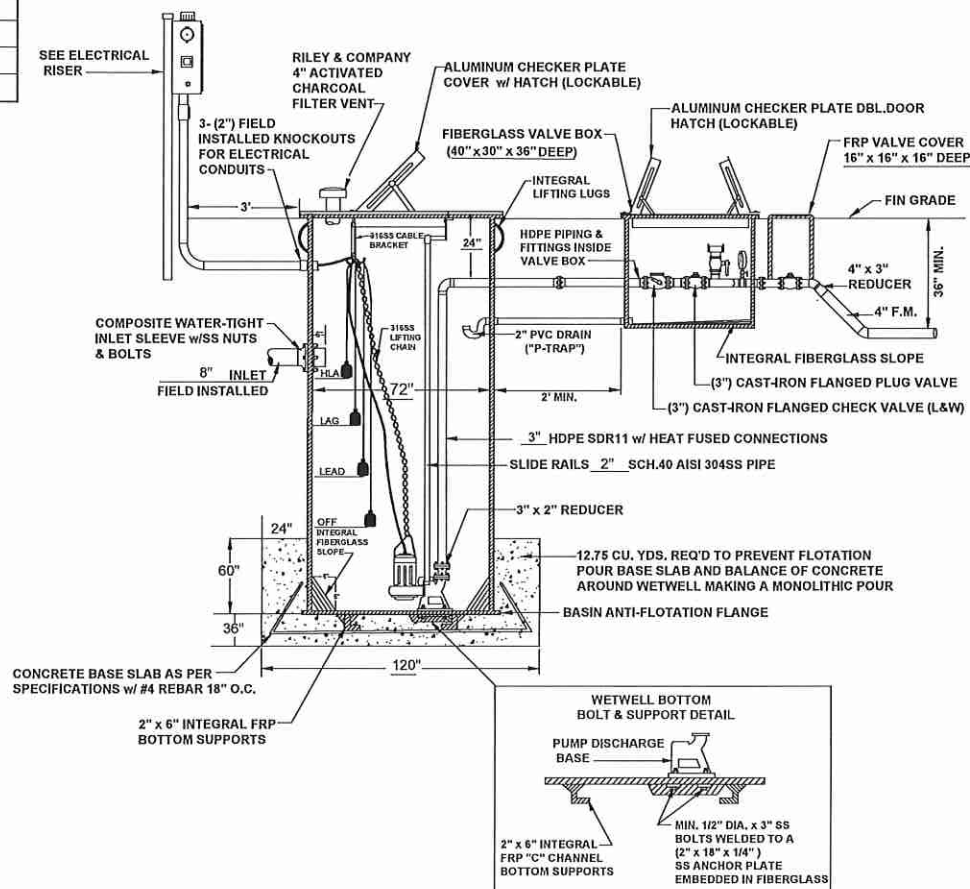
PUMP DATA		ELEVATIONS	
PRIMARY PUMP CAPACITY	100 GPM	TOP OF WETWELL	87.92
PRIMARY TDH	134' TDH	INLET INVERT	76.18
SECONDARY PUMP CAPACITY	144 GPM	HIGH LEVEL ALARM (HLA)	75.68
SECONDARY TDH	32' TDH	2nd PUMP ON (LAG)	75.18
PUMP MANUFACTURER	RILEY	1st PUMP ON (LEAD)	74.68
PUMP MODEL #	GRP171R	PUMPS OFF (OFF)	73.18
R.P.M.	3450	BOTTOM OF WETWELL	71.00
HORSEPOWER	8.90	WETWELL DIAMETER	72"
IMPELLER DIAMETER	171mm		
ELECTRICAL/ VOLTS / PHASE	460V/3		
FULL LOAD AMPS/ PER PUMP	11.0		
PUMP DISCHARGE SIZE	2"		

NOTES:

- Water service with hose bibb and reduced pressure backflow preventer to be installed near lift station. (See Electrical Riser Illustration)
- System shall be operated and maintained to provide uninterrupted service as required by DEP Chapter 62-604.500.
- Approved Operation & Maintenance Manual (O&M) shall be kept available for operation and maintenance personnel.
- A weather resistant emergency contact sign shall be installed at the lift station and made visible to the public (Lettering shall be min. 2" in height).
- INSPECTION & TESTING: A factory representative shall be provided for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance for the complete lift station package.



NOTE: PUMP CONTROL PANEL SHALL BE LOCATED 3 FEET FROM WETWELL PERIMETER AT POINT "A"



REVISIONS	BY

RILEY & Company, Inc.
5491 Benchmark Lane
Sanford, FL 32773
PH. 407-265-9963

OAK POINTE - NORTH

DRAWN	
CHECKED	
DATE	
SCALE	
JOB NO.	

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1616
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 0006788

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
No. 46596
STATE OF FLORIDA
DAVID A. EVANS
FLORIDA PEI NO. 46596
DATE:

OAK POINTE - NORTH
FOR THOMPSON HILLS ESTATES, LLC
FINAL DEVELOPMENT PLAN (NORTH)
CITY OF APOPKA, FLORIDA

LIFT STATION DETAILS

REVISIONS		BY
DATE	NO.	DETAIL

DRAWN BY:	DATE:
JSK	JAN, 2018
CHECKED BY:	JOB #:
SHS	25801

OAK POINTE NORTH

BEING PORTIONS OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 29; THENCE RUN NORTH 89°01'55" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 763.66 FEET TO THE POINT-OF-BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED, SAID POINT-OF-BEGINNING BEING ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF THAT CERTAIN TAKING OF LIMITED ACCESS RIGHT-OF-WAY FOR STATE ROAD 429, PER ORDER OF TAKING, IN CASE NO. 2010-CA-024504-0, ORANGE COUNTY, FLORIDA, RECORDED IN OFFICIAL RECORD BOOK 10150 AT PAGE 54, PUBLIC RECORDS OF SAID ORANGE COUNTY;

THENCE FROM SAID POINT-OF-BEGINNING RUN ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES, FIRST NORTH 22°30'26" WEST, A DISTANCE OF 504.27 FEET; THENCE NORTH 30°13'04" WEST, A DISTANCE OF 379.29 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ADDITIONAL RIGHT-OF-WAY FOR COUNTY ROAD 437A ACCORDING TO THE AFORESAID TAKING; THENCE RUN ALONG SAID SOUTHERLY RIGHT-WAY LINE FOR THE FOLLOWING THREE (3) COURSES, FIRST NORTH 12°06'53" EAST, A DISTANCE OF 83.35 FEET; THENCE NORTH 12°41'19" EAST, A DISTANCE OF 292.02 FEET; THENCE NORTH 04°13'20" EAST, A DISTANCE OF 109.08 FEET TO A POINT OF INTERSECTION WITH THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 437A PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 75520-2601, SAID INTERSECTION POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5699.58 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 76°16'47" EAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 0°39'42", A DISTANCE OF 65.81 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 88°34'39" EAST ALONG SAID NORTH LINE, A DISTANCE OF 833.19 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 00°05'19" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 1343.97 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 00°04'09" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 870.86 FEET; THENCE DEPART SAID EAST LINE, NORTH 89°55'51" WEST, A DISTANCE OF 115.18 FEET; THENCE RUN SOUTH 29°52'07" EAST, A DISTANCE OF 230.80 FEET BACK TO THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°04'09" WEST ALONG SAID EAST LINE, A DISTANCE OF 120.20 FEET; THENCE DEPART SAID EAST LINE, S60°09'13"W, A DISTANCE OF 18.90 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE ALONG THE SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE NORTH 29°52'07" WEST, A DISTANCE OF 775.94 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID ORDER OF TAKING PARCEL; THENCE ALONG THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES, FIRST NORTH 15°27'09" WEST, A DISTANCE OF 499.71 FEET; THENCE NORTH 22°30'26" WEST, A DISTANCE OF 39.64 FEET BACK TO THE POINT-OF-BEGINNING.

CONTAINING 1,438,680.40 SQUARE FEET OR 33.028 ACRES MORE OR LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

THOMPSON HILLS ESTATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY AND THROUGH THE UNDERSIGNED OFFICER, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED ON THIS PLAT OF OAK POINTE NORTH AND DO HEREBY DEDICATE AS FOLLOWS:

- ROAD RIGHTS OF WAY
TRACT RW THE ROAD RIGHT OF WAY SHOWN ON THIS PLAT IS HEREBY DEDICATED TO THE CITY OF APOPKA AS PUBLIC ROADWAYS, FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES (INCLUDING CATV), AND OTHER PROPER PURPOSES.
- DRAINAGE EASEMENT (D.E.)
THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE OAK POINTE AT APOPKA COMMERCIAL ASSOCIATION, INC., FOR INGRESS AND EGRESS, DRAINAGE AND OTHER PROPER PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION.
- CONSERVATION EASEMENT
THE CONSERVATION EASEMENT AND 30' CONSERVATION ACCESS EASEMENT SHOWN ON THIS PLAT IS HEREBY DEDICATED TO THE SAINT JOHNS WATER MANAGEMENT DISTRICT FOR WETLAND BUFFER, CONSERVATION AND OTHER PROPER PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT.
- FUTURE DEVELOPMENT RESERVATIONS
TRACTS A, B, C AND F ARE HEREBY RESERVED BY THE DEVELOPER FOR FUTURE COMMERCIAL DEVELOPMENT.
- COMPENSATING STORAGE AREA "TRACT E" SHOWN ON THIS PLAT IS HEREBY DEDICATED TO THE OAK POINTE AT APOPKA COMMERCIAL ASSOCIATION, INC., FOR OPEN SPACE, WATER STORAGE, DRAINAGE AND OTHER PROPER PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION.
- TRACT I AND THE WALL EASEMENT IS HEREBY DEDICATED THE OAK POINTE AT APOPKA COMMERCIAL ASSOCIATION, INC., FOR OPEN SPACE, RETAINING WALL CONSTRUCTION AND OTHER PROPER PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION.
- LIFT STATION TRACT
TRACT D, THE LIFT STATION TRACT AS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO THE CITY OF APOPKA, FLORIDA, FLORIDA FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, OPERATION, MAINTENANCE AND REPAIR OF UTILITY RELATED EQUIPMENT, INCLUDING BUT NOT LIMITED TO LIFT STATION, PUMPS, PIPELINES, FENCES, STRUCTURES AND POWER LINE HOOKUPS.

SIGNED AND SEALED THIS ____ DAY OF _____, 20____, ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY ITS MANAGING MEMBER.

WITNESS: _____ THOMPSON HILLS ESTATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

PRINT NAME: _____

WITNESS: _____ BY: _____ MALCOLM F. JONES, MANAGING MEMBER

PRINT NAME: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MALCOLM F. JONES, TO ME WELL KNOWN TO BE THE MANAGING PARTNER OF THOMPSON HILLS ESTATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND HE ACKNOWLEDGED THAT HE EXECUTED SUCH CERTIFICATE OF OWNERSHIP AND DEDICATION AS MANAGING PARTNER OF SAID LIMITED LIABILITY COMPANY AND THAT IT IS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

DATED THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA
(NOTARY STAMP)

PRINTED NAME _____

MY COMMISSION EXPIRES _____

ACCEPTANCE OF DEDICATIONS

OAK POINTE AT APOPKA COMMERCIAL ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, AS ESTABLISHED IN THAT _____, AS RECORDED IN OFFICIAL RECORDS BOOK _____, AT PAGE _____, DOES HEREBY ACCEPT OWNERSHIP AND DEDICATION OF ALL TRACTS, WALL EASEMENTS, AND DRAINAGE EASEMENTS AS DEDICATED TO THEM ON THIS PLAT AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON.

DATED THIS ____ DAY OF _____, 20____.

WITNESS: _____ OAK POINTE AT APOPKA COMMERCIAL ASSOCIATION, INC.

PRINT NAME: _____

WITNESS: _____ BY: _____

PRINT NAME: _____, PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME WELL KNOWN TO BE THE PRESIDENT OF OAK POINTE AT APOPKA COMMERCIAL ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, AND HE ACKNOWLEDGED THAT HE/SHE EXECUTED SUCH ACCEPTANCE OF DEDICATIONS HEREON AS SUCH OFFICER OF THE COMPANY AND THAT THE SEAL AFFIXED IS THE COMPANY SEAL OF SAID COMPANY AND IT WAS AFFIXED BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT IT IS THE FREE ACT AND DEED OF SAID COMPANY. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

DATED THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

(NOTARY STAMP) PRINTED NAME _____

MY COMMISSION EXPIRES _____

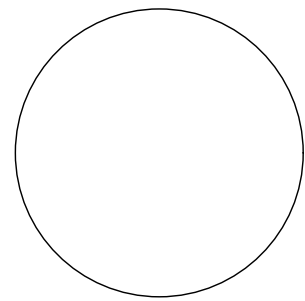
TITLE CERTIFICATION

I, EDWARD L. KELLY, ESQ., A MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____, 20____, AT _____:00 AM/PM:BASED UPON FIDELITY NATIONAL TITLE INSURANCE CO. COMMENTMENT ISSUED BY ARK TITLE GROUP, LLC, DATED _____, 2018, FILE NO. ARK180508FL:

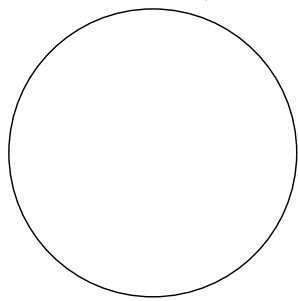
- RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON, PERSONS, COMPANY OR OTHER ENTITY EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.
- ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND ARE DESCRIBED HEREON AND SUBORDINATED TO BY ITS DULY APPOINTED OFFICERS.

EDWARD L. KELLY, ESQ.
FLORIDA BAR NO. 1279H
ROGERS TOWERS, P.A.
1301 RIVERSIDE BLVD, SUITE 1500
JACKSONVILLE, FL. 32287

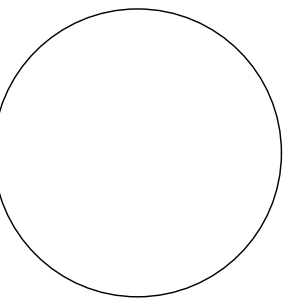
SEAL
THOMPSON HILLS ESTATES, LLC



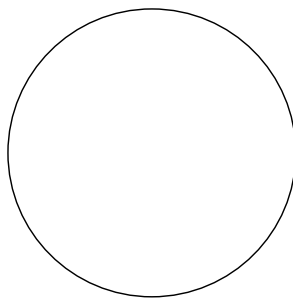
SEAL
OAK POINTE COMMERCIAL
ASSOCIATION, INC.



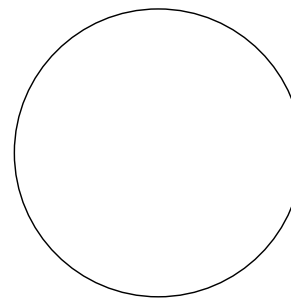
SEAL
MORTGAGEE



SEAL
SIGNING SURVEYOR
AND MAPPER



SEAL
REVIEWING SURVEYOR
AND MAPPER



MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA

COUNTY OF _____

THE UNDERSIGNED, JERRY BROWN OF MOSSY OAKS PARTNERS, LLC HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN DOCUMENT NUMBER 20180118823 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON. IN WITNESS WHEREOF, MOSSY OAKS PARTNERS, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGING PARTNER AND ITS SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS ____ DAY OF _____, 20____.

WITNESS: _____
PRINTED NAME: _____

BY: _____
PRINTED NAME: JERRY BROWN

WITNESS: _____
PRINTED NAME: _____

CERTIFICATE OF APPROVAL BY REVIEWING SURVEYOR

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR COMPLIANCE WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER, PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

RALPH A. NIETO, P.S.M.
NIETO WHITTAKER SURVEYING, LLC.
REGISTRATION NO. 6025

CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION

THIS IS TO CERTIFY, THAT ON _____, 20____, THE UNDERSIGNED APPROVED THE FOREGOING PLAT.

BY: _____
CHAIRMAN

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS IS TO CERTIFY, THAT ON _____, 20____, THE UNDERSIGNED APPROVED THE FOREGOING PLAT.

BY: _____
BRYAN NELSON, MAYOR OF THE CITY OF APOPKA

ATTEST: _____
LINDA F. GOFF, CITY CLERK

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY, THAT ON _____, 20____, THE UNDERSIGNED APPROVED THE FOREGOING PLAT.

BY: _____
RICHARD W. EARP, CITY ENGINEER

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, THAT ON THIS PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON

_____, PRINTED NAME: _____

COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA

BY: _____

SURVEYORS NOTES

- BEARINGS AND SHOWN HEREON ARE BASED UPON NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/1990), THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST IS REFERENCED TO BEAR SOUTH S89°01'55" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
- NO BUILDINGS OR ANY KIND OF OBSTRUCTION SHALL BE PLACED ON UTILITY OR DRAINAGE EASEMENTS.
- ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL TO THOSE CURVES UNLESS OTHERWISE NOTED (NR).
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY AND OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- IN THE EVENT THAT THE SURFACE OF A PRIVATE STREET IS DISTURBED DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF PUBLIC IMPROVEMENT OR UTILITY LOCATED THEREIN, THEN THE PERSONS OR COMPANY RESPONSIBLE SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH THE COUNTY SPECIFICATIONS.
- SEE MAP SHEETS FOR LEGEND AND SHEET KEY MAP.
- EASEMENTS SHOWN HEREON ARE LISTED ON THE TITLE CERTIFICATE AND AFFECT THE PLAT AS SHOWN.

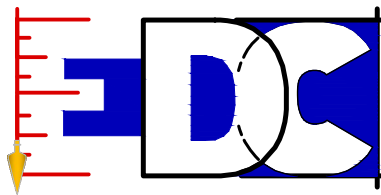
CERTIFICATE OF SURVEYOR AND MAPPER

I, MICHAEL T. OWEN, HEREBY CERTIFY THAT THIS PLAT, AS SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER THE RESPONSIBLE DIRECTION AND SUPERVISION OF A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM; THAT SUCH SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WILL BE SET PRIOR TO RECORDING THE PLAT AS REQUIRED BY LAW AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND LOT CORNERS WILL BE SET WITH THE REQUIRED IMPROVEMENTS WITHIN THE PLATTED LANDS; AND, FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I OF THE FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF APOPKA, FLORIDA.

BY: _____
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5556

DATE: _____

PREPARED BY MICHAEL T. OWEN,
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556
IN THE OFFICES OF



ENGINEERS & SURVEYORS
ENVIRONMENTAL

www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8968

PORT SAINT LUCIE
10250 VILLAGE PARKWAY
PORT SAINT LUCIE, FL 34987
☎ 772-340-4990

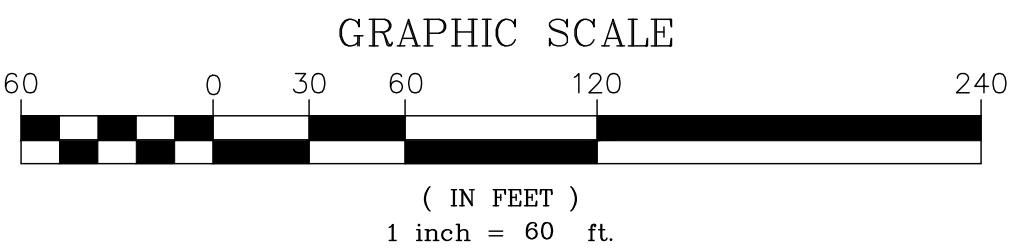
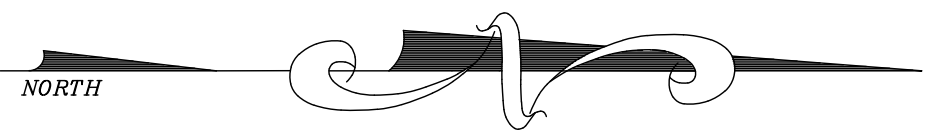
OAK POINTE NORTH

BEING PORTIONS OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA

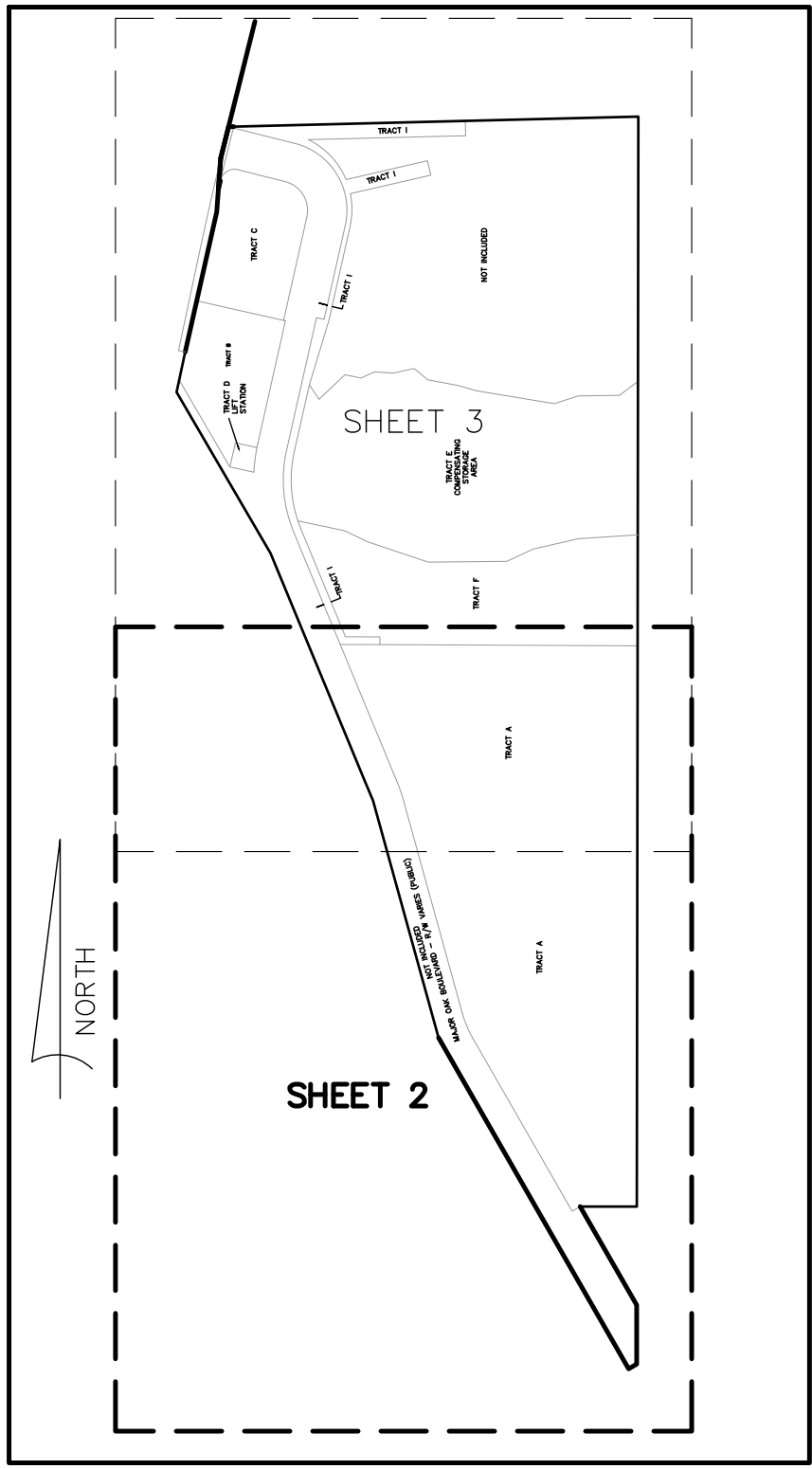
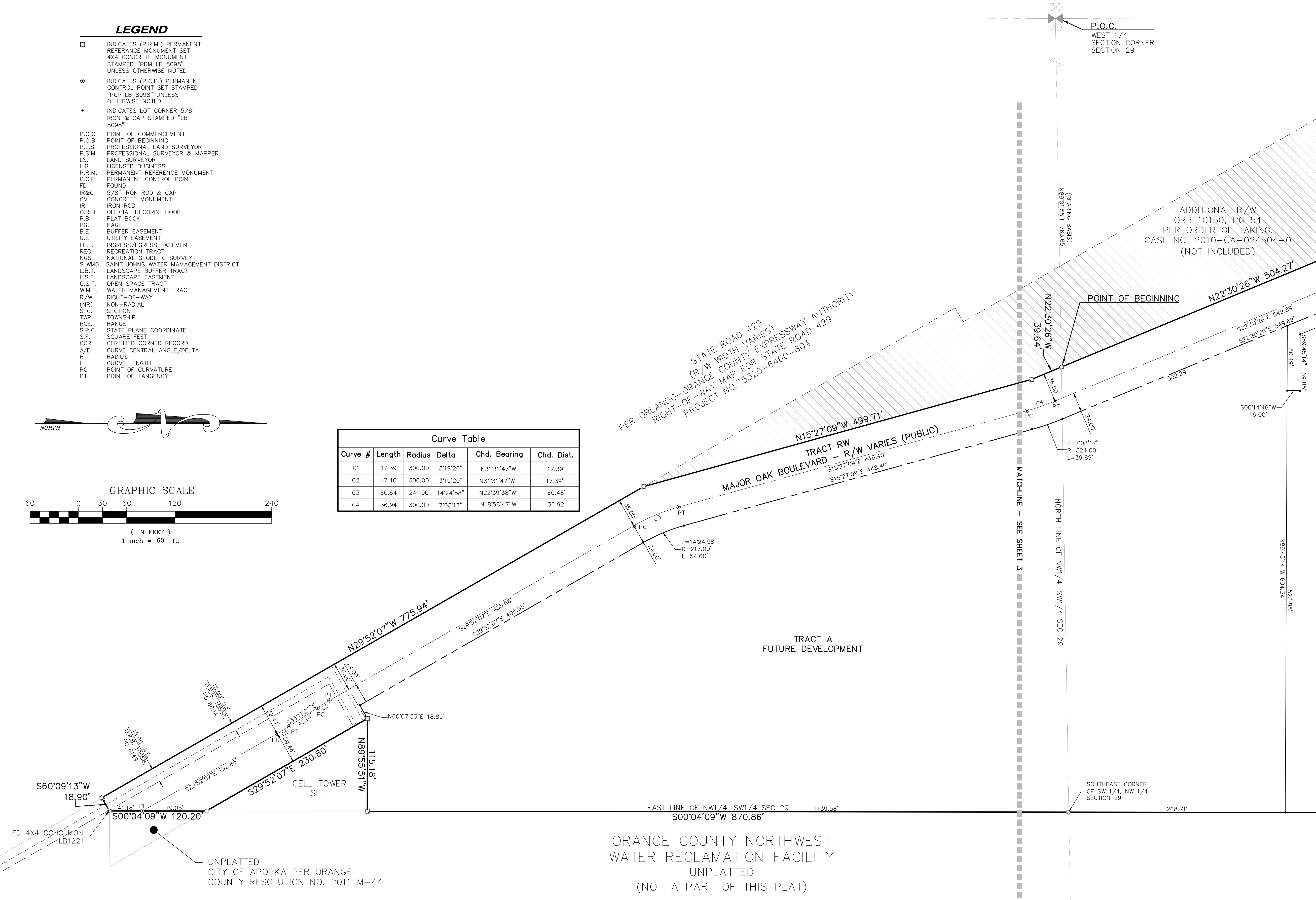
EDC JOB# 18-337

LEGEND

- INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 4x4 CONCRETE MONUMENT STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED
- INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" UNLESS OTHERWISE NOTED
- INDICATES LOT CORNER 5/8" IRON & CAP STAMPED "LB 8098"
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- PROFESSIONAL LAND SURVEYOR
- PROFESSIONAL SURVEYOR & MAPPER
- LAND SURVEYOR
- LICENSED BUSINESS
- PERMANENT REFERENCE MONUMENT
- PERMANENT CONTROL POINT
- FOUND
- 5/8" IRON ROD & CAP CONCRETE MONUMENT
- IRON ROD
- OFFICIAL RECORDS BOOK
- PLAT BOOK
- PAGE
- BUFFER EASEMENT
- UTILITY EASEMENT
- INGRESS/EGRESS EASEMENT
- RECREATION TRACT
- NATIONAL GEODETIC SURVEY
- SAINT JOHN'S WATER MANAGEMENT DISTRICT
- LANDSCAPE BUFFER TRACT
- LANDSCAPE EASEMENT
- OPEN SPACE TRACT
- WATER MANAGEMENT TRACT
- RIGHT-OF-WAY
- NON-RADIAL
- SECTION
- TOWNSHIP
- RANGE
- STATE PLANE COORDINATE
- SQUARE FEET
- CERTIFIED CORNER RECORD
- CURVE CENTRAL ANGLE/DELTA
- RADIUS
- CURVE LENGTH
- POINT OF CURVATURE
- POINT OF TANGENCY

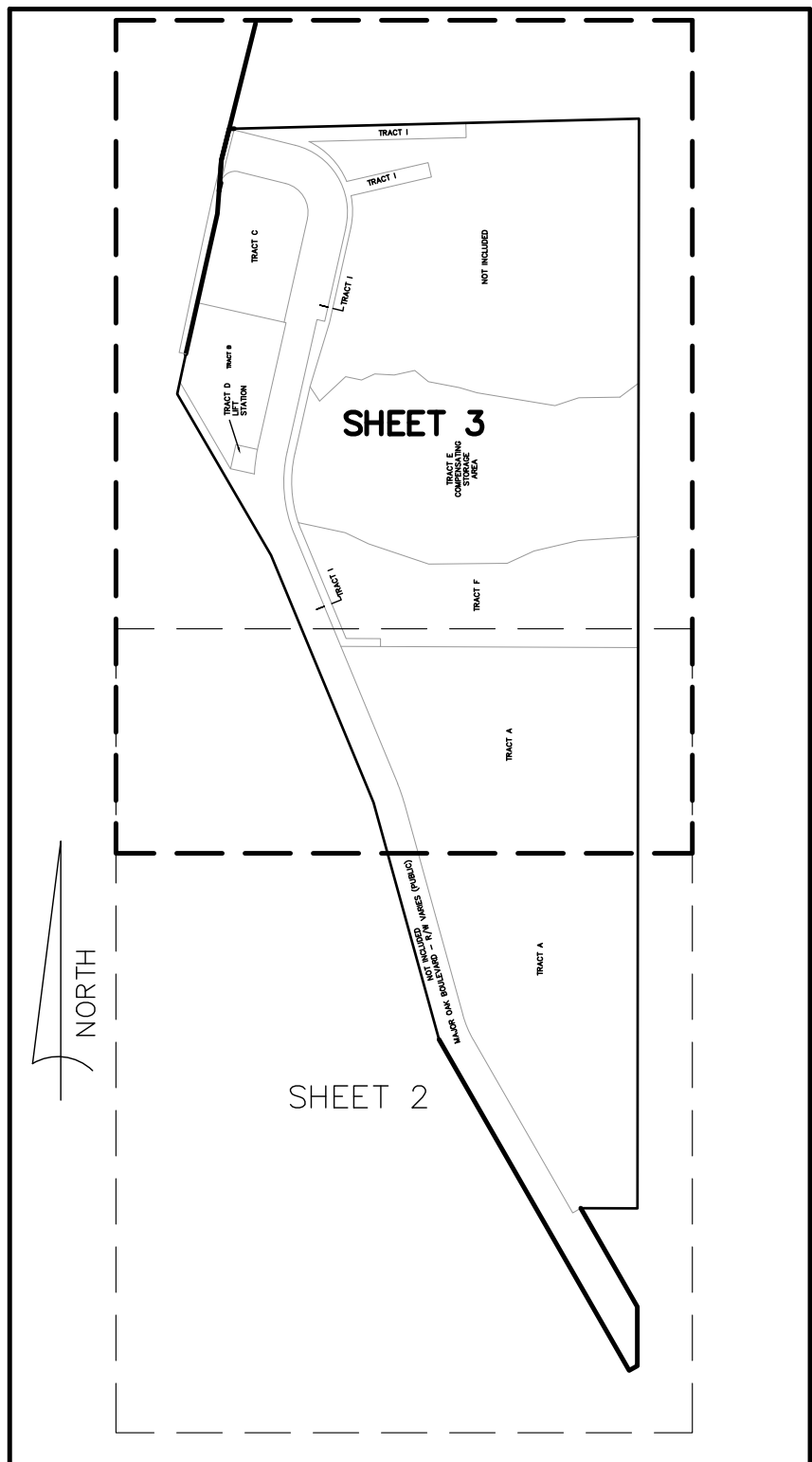
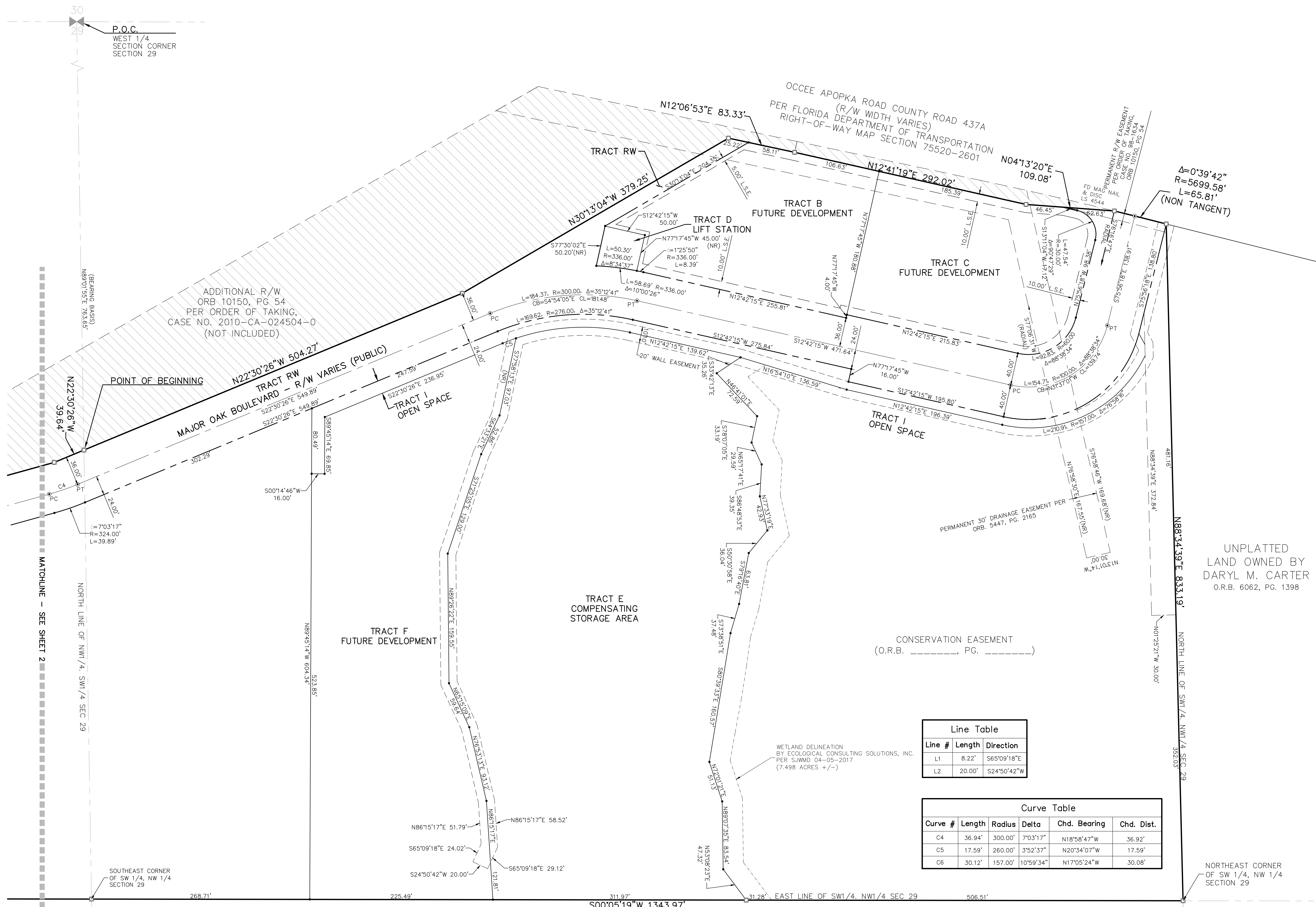


Curve Table					
Curve #	Length	Radius	Delta	Chd. Bearing	Chd. Dist.
C1	17.39	300.00	3°19'20"	N31°31'47"W	17.39'
C2	17.40	300.00	3°19'20"	N31°31'47"W	17.39'
C3	60.64	241.00	14°24'58"	N22°39'38"W	60.48'
C4	36.94	300.00	7°03'17"	N18°58'47"W	36.92'



BEING PORTIONS OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA

EDC JOB# 18-337



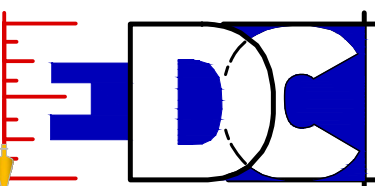
KEY MAPS

LEGEND

- INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 4X4 CONCRETE MONUMENT STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED
- INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" UNLESS OTHERWISE NOTED
- INDICATES LOT CORNER 5/8" IRON & CAP STAMPED "LB 8098"

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.F.	PROFESSIONAL LAND SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
L.S.	LAND SURVEYOR
L.B.	LICENSED BUSINESS
P.M.	PERMANENT REFERENCE MONUMENT
P.C.M.	PERMANENT CONTROL POINT
FD	FOUND
IR&C	5/8" IRON ROD & CAP
P.C.	CONCRETE MONUMENT
IR	IRON ROD
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.C.	PAGE
B.E.	BUFFER EASEMENT
U.E.	UTILITY EASEMENT
I.E.	INGRESS/EGRESS EASEMENT
REC.	RECREATION TRACT
N.S.	NATIONAL GEODETIC SURVEY
SJ.MD	SANIT JOHNS WATER MANAGEMENT DISTRICT
L.A.D.B.	LAND AREA DEDUCTION
L.S.E.	LANDSCAPE EASEMENT
O.S.T.	OPEN SPACE TRACT
W.M.T.	WATER MANAGEMENT TRACT
R/W	RIGHT-OF-WAY
(NR)	NON-RADIAL
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
S.P.C.	STATE PLANE COORDINATE
S.F.	SQUARE FEET
COR.	CERTIFICATE OF CORNER RECORD
A/D	CURVE CENTRAL ANGLE/Delta
R	RADIUS
L	CURVE LENGTH
C	POINT OF CURVATURE
PT	POINT OF TANGENCY

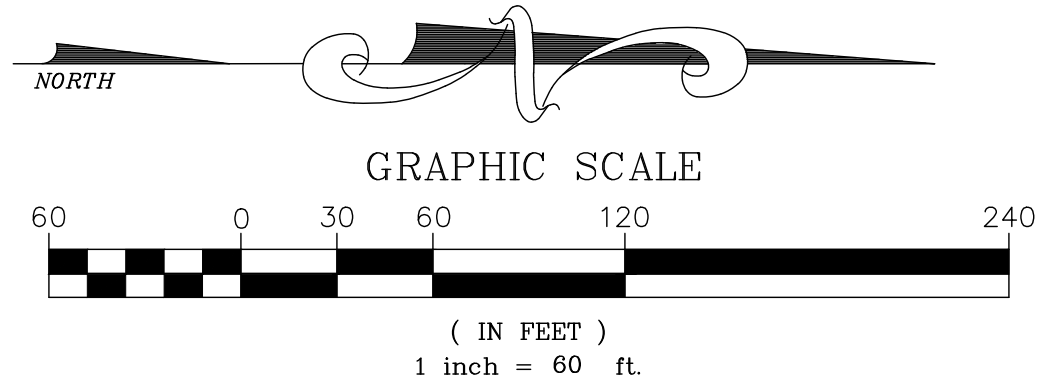
PREPARED BY MICHAEL T. OWEN,
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556
IN THE OFFICES OF



**ENGINEERS • SURVEYORS
ENVIRONMENTAL**

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

ORANGE COUNTY NORTHWEST WATER
RECLAMATION FACILITY
UNPLATTED
O.R.B. 3744, PG. 498



UNPLATTED

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

ORLANDO/ORANGE COUNTY EXPRESSWAY
AUTHORITY, a body politic and corporate, and an
agency of the state, under the laws of the State of
Florida,

Petitioner,

v.

THOMPSON HILLS ESTATES, LLC, a Florida
limited liability company; and EARL K. WOOD,
Orange County Tax Collector,

Respondents.

CASE NO.: 2010-CA-024504-O
Parcels: 219/819

DOCH 20100725449 B: 10150 P: 0054
12/22/2010 10:06:20 AM Page 1 of 17
Rec Fee: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
IO - Ret To: CLERK OF COURT CIVIL



STIPULATED ORDER OF TAKING

THIS CAUSE came on for consideration by the Court upon the Joint Motion of Petitioner, ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY ("OOCEA") and Respondent, THOMPSON HILLS ESTATES, LLC, a Florida limited liability company ("T.H.E."), as the owner of Parcels 219/819. It appearing to the Court that the parties were authorized to enter into such motion, the Court finding that the taking of Parcels 219/819 is necessary for a proper public purpose, finding that proper notice was given to all persons having or claiming any equity, lien, title, or other interest in or to Parcels 219/819, and the Court being otherwise fully advised in the premises, it is hereby,

ORDERED AND ADJUDGED that this Court has jurisdiction of this action, of the subject property, and the parties to this action; and, it is further

11/23/2010 3:51 PM FILED IN OFFICE LYDIA GARDNER CLERK CIRCUIT COURT ORANGE CO FL

ORDERED AND ADJUDGED that the pleadings in this cause are sufficient, and that OOCEA is properly exercising its delegated authority under Chapters 73 and 74, *Florida Statutes*, and that the condemnation of Parcels 219/819 is for a valid public purpose and is necessary for such purpose; and, it is further

ORDERED AND ADJUDGED that the Declaration of Taking filed in this cause by OOCEA was made in good faith and based upon a valid appraisal; and, it is further

ORDERED AND ADJUDGED that the OOCEA has agreed that the interchange project and/or related facilities to be constructed by OOCEA, to which Parcels 219/819 will constitute a part, shall proceed in substantial conformity with the construction plans on the compact disc attached hereto as Exhibit "A" and filed with the Clerk of the Court on the date of this Stipulated Order of Taking; and, it is further

ORDERED AND ADJUDGED that OOCEA shall deposit into the Registry of the Court the total sum of **ONE MILLION, THREE HUNDRED SIX THOUSAND, SIX HUNDRED DOLLARS (\$1,306,600.00)** within twenty (20) days of the entry of this Order (the "Deposit"); and, it is further

ORDERED AND ADJUDGED that the Deposit set forth above will secure the persons lawfully entitled to compensation which will be ultimately determined by final judgment of this Court; and, it is further

ORDERED AND ADJUDGED that upon the Deposit set forth above, all title to and interest in the following described real property, Parcels 219/819, to wit:

SEE ATTACHED EXHIBIT "B"

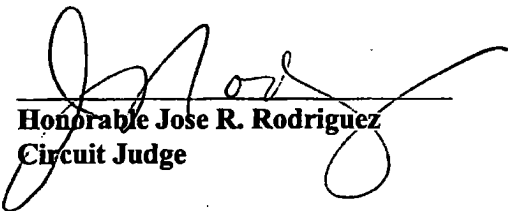
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be and is confirmed, and shall vest in the name OOCEA prior to the entry of a final judgment and,
it is further

ORDERED AND ADJUDGED that the interest acquired by OOCEA shall be a fee simple
interest in Parcel 219 and an easement interest in Parcel 819 as described in the Easement Term
Sheet attached hereto as Exhibit "C;" and it is further;

ORDERED AND ADJUDGED that this Order is without prejudice to T.H.E.'s ultimate
claim of compensation for the taking of Parcels 219/819.

DONE AND ORDERED in Chambers in Orange County, Florida this 23 day of
November, 2010.


Honorable Jose R. Rodriguez
Circuit Judge

Copies furnished:

Robert L. Simon, Jr., Esquire
Winderweedle, Haines, Ward & Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880
Attorneys for Petitioner

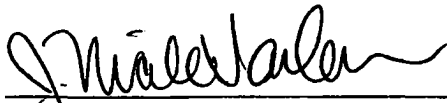
J. Christy Wilson, III, Esq.
Wilson, Garber & Small, P.A.
437 North Magnolia Avenue
Orlando, Florida 32801-1524
Attorneys for Respondent

Michael A. Paasch, Esq.
Mateer Harbert & Bates, P.A.
Suite 600, Two Landmark Center
225 East Robinson Street
Orlando, Florida 32801

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**JOINT MOTION AND STIPULATION FOR
ENTRY OF STIPULATED ORDER OF TAKING**

Petitioner, ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY, and the
Respondent, THOMPSON HILLS ESTATES, LLC, a Florida limited liability company, by and
through their undersigned counsel, do stipulate and move that the Court enter the foregoing
Stipulated Order of Taking on this 22 day of November, 2010.

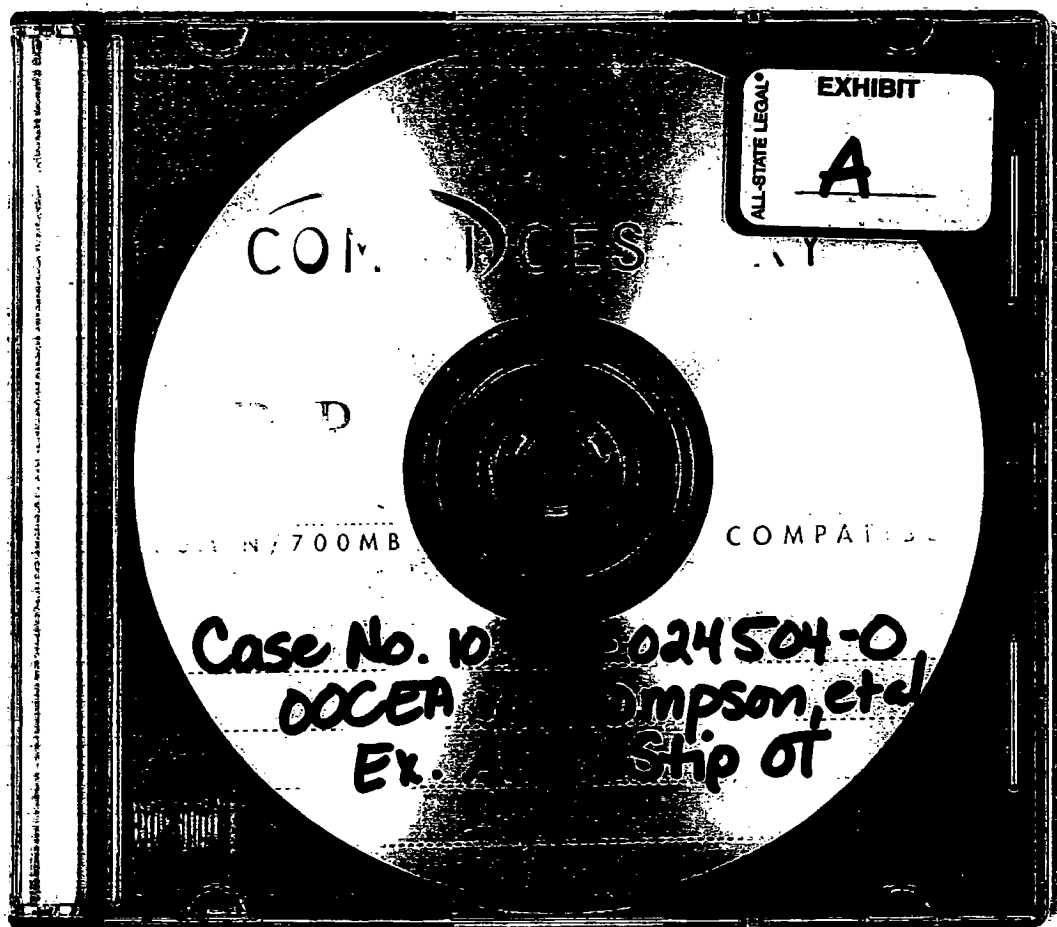


Robert L. Simon, Jr., Esq.
Fla. Bar No. 0092721
J. Nicole Vanhook, Esq.
Fla. Bar No. 0028031
Winderweede, Haines Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880
Attorneys for Petitioner



J. Christy Wilson, III, Esq.
Fla. Bar No. 0326161
Wilson, Garber & Small, P.A.
437 N. Magnolia Avenue
Orlando, Florida 32801
Attorney for Thompson Hills Estates,
LLC

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SHEET 1 OF 4

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429 - PROJECT NO. 429-200A
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART "A"

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8911, PAGE 3226, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT (NO ID) MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 638.59 FEET TO A POINT ON THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NO. 75320-6460-604 AND THE POINT OF BEGINNING; THENCE NORTH 29°52'07" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 647.39 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437A AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 75520-2601; THENCE NORTH 11°58'32" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 325.76 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 78°01'28" EAST, A DISTANCE OF 13.72 FEET; THENCE SOUTH 12°06'53" WEST, A DISTANCE OF 83.33 FEET; THENCE SOUTH 30°13'04" EAST, A DISTANCE OF 379.25 FEET; THENCE SOUTH 22°30'26" EAST, A DISTANCE OF 543.91 FEET; THENCE SOUTH 15°27'09" EAST, A DISTANCE OF 499.77 FEET; TO A POINT ON THE AFORESAID EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429; THENCE NORTH 29°52'07" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 445.57 FEET; THENCE CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 60°07'53" EAST, A DISTANCE OF 20.00 FEET; THENCE CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 29°52'07" WEST, A DISTANCE OF 138.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.629 ACRES, MORE OR LESS.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY S.R. 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTINUED ON SHEET 2 OF 4

LEGEND AND ABBREVIATIONS

CB	- CHORD BEARING	LT.	- LEFT	P.T.	- POINT OF TANGENCY	W.	- WEST
C	- CHORD DISTANCE	L	- LENGTH OF CURVE	R	- RADIUS	CL	- CENTERLINE
COR.	- CORNER	M.B.	- MINUTE BOOK	(R)	- RADIAL	PL	- PROPERTY LINE
C.C.R.	- CERTIFIED CORNER REPORT	N.	- NORTH	RT.	- RIGHT	Δ	- DELTA (CENTRAL ANGLE)
C.M.	- CONCRETE MONUMENT	NAD	- NORTH AMERICAN DATUM	REC.	- RECOVERED	(C)	- CALCULATED DATA
C.R.	- COUNTY ROAD	NE	- NORTHEAST	RGE.	- RANGE	(D)	- DEED DATA
D.B.	- DEED BOOK	NW	- NORTHWEST	R/W	- RIGHT OF WAY	(F)	- FIELD DATA
E.	- EAST	NO.	- NUMBER	S.	- SOUTH	(P)	- PLAT DATA
ESM'T	- EASEMENT	O.R.	- OFFICIAL RECORDS	SE	- SOUTHEAST	(R)	- RADIAL
FND.	- FOUND	PG.	- PAGE	SW	- SOUTHWEST	O	- CHANGE IN DIRECTION
ID	- IDENTIFICATION	P.B.	- PLAT BOOK	SEC.	- SECTION	---	- LIMITED ACCESS R/W LINE
I.P.	- IRON PIPE	P.C.	- POINT OF CURVATURE	S.R.	- STATE ROAD	---	- R/W LINE
				TWP.	- TOWNSHIP		

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

CERTIFICATE OF AUTHORIZATION NO. LB 1221

ORLANDO-ORANGE
COUNTY EXPRESSWAY
AUTHORITY

**BOWYER
SINGLETON**
& ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH WINDYBROOK AVENUE
SUITE 301

ORANGE COUNTY, FLORIDA

STATE ROAD 429
OOCEA PROJECT
NO. 429-200A

PARCEL 219

DRAWING DATE: 03/05/08

ALL-STATE LEGAL
EXHIBIT

B

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SHEET 2 OF 4

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429 - PROJECT NO. 429-200A
RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

CONTINUED FROM SHEET 1 OF 4

PART "B"

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8911, PAGE 3226, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 5,466 SQUARE FEET, MORE OR LESS.

NOTES:

THIS SKETCH HAS BEEN PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION NO. 04.00347/551008 PREPARED BY FIRST AMERICAN TITLE COMPANY, EFFECTIVE DATE JUNE 24, 2004 AND UPDATED JUNE 6, 2007.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

CERTIFICATE OF AUTHORIZATION NO. LB 1221

ORLANDO-ORANGE
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ORLANDO, FLORIDA 32801
(407) 843-5120

ORANGE COUNTY, FLORIDA

STATE ROAD 429
OOCEA PROJECT
NO. 429-200A

PARCEL 219

DRAWING DATE: 03/05/08

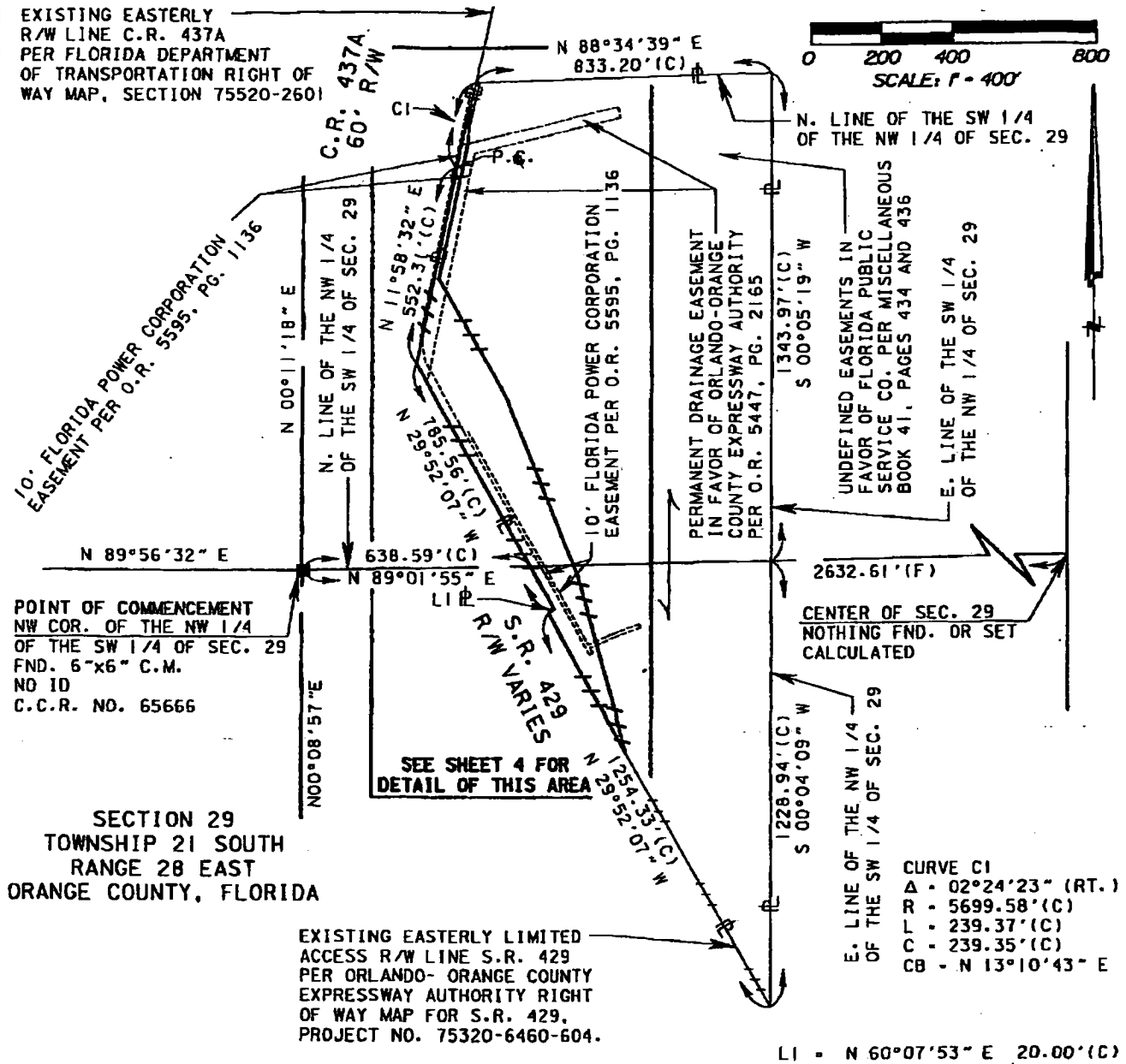
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SHEET 3 OF 4

BEARING STRUCTURE BASED ON THE NORTH LINE
OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4
OF SEC. 29-21-28, BEING N 89°01'55" E,
FLORIDA STATE PLANE COORDINATE SYSTEM, EAST
ZONE, 1983/1990 ADJUSTMENT.

EXISTING EASTERLY
R/W LINE C.R. 437A
PER FLORIDA DEPARTMENT
OF TRANSPORTATION RIGHT OF
WAY MAP, SECTION 75520-2601

0 200 400 800
SCALE: 1" = 400'



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

CERTIFICATE OF AUTHORIZATION NO. LB 1221

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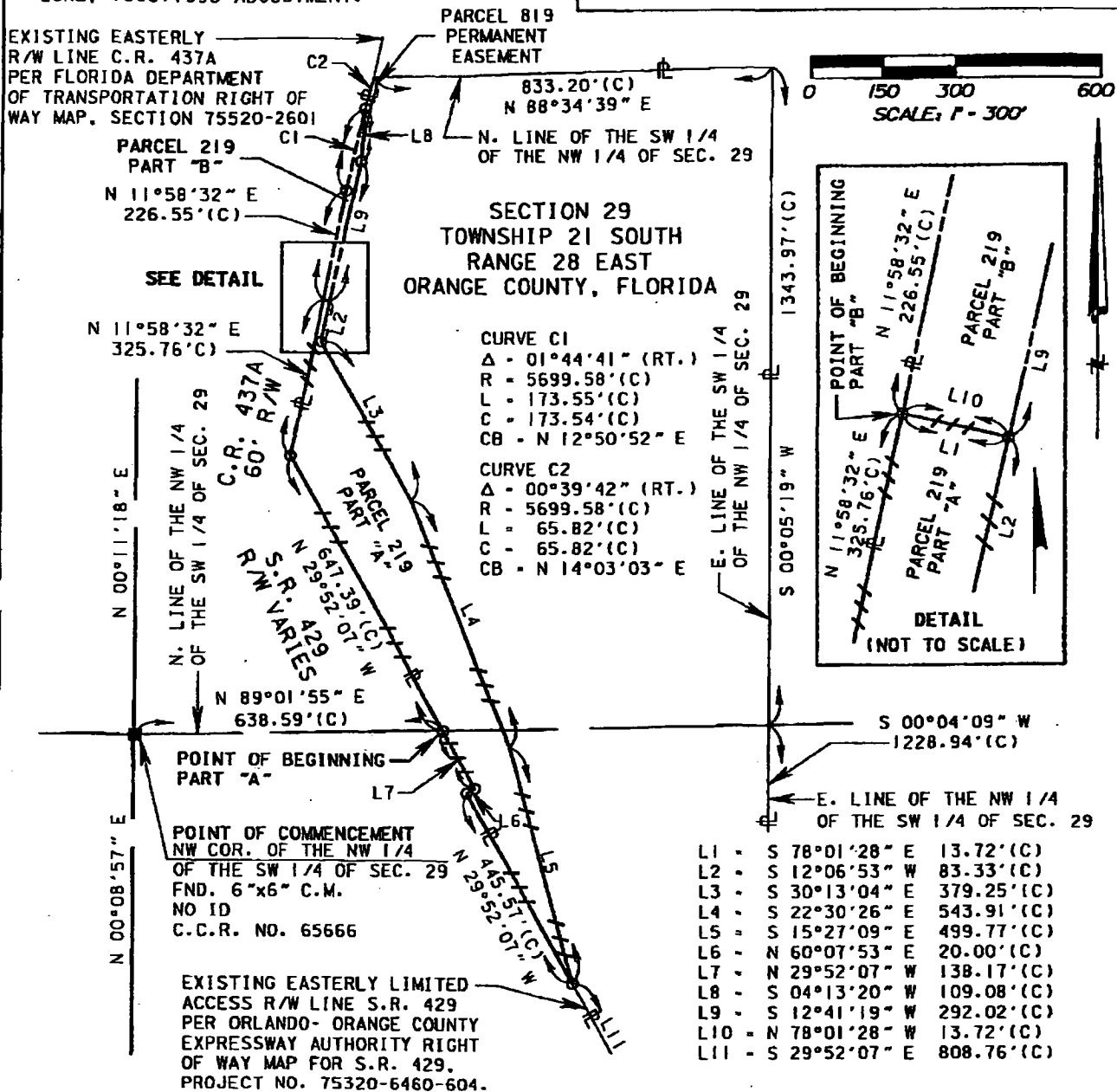
PARCEL 219

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SHEET 4 OF 4

BEARING STRUCTURE BASED ON THE NORTH LINE
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FLORIDA STATE PLANE COORDINATE SYSTEM, EAST
ZONE, 1983/1990 ADJUSTMENT.



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CERTIFICATE OF AUTHORIZATION NO. LB 1221

I HEREBY CERTIFY THAT THIS SKETCH OF
DESCRIPTION IS IN ACCORDANCE WITH THE
"MINIMUM TECHNICAL STANDARDS" AS
REQUIRED BY CHAPTER 61G17-6 F.A.C.

JOHN F. CHERNEY, P.L.S.
LICENSE NUMBER 4286

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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(407) 843-5120

ORANGE COUNTY, FLORIDA

STATE ROAD 429
OOCEA PROJECT
NO. 429-200A

PARCEL 219

DRAWING DATE: 03/05/08

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SHEET 1 OF 3

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429 - PROJECT NO. 429-200A
PERMANENT EASEMENT
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8911, PAGE 3226, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 977 SQUARE FEET, MORE OR LESS.

NOTES:

THIS SKETCH HAS BEEN PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION NO. 04.00347/551008 PREPARED BY FIRST AMERICAN TITLE COMPANY, EFFECTIVE DATE JUNE 24, 2004 AND UPDATED JUNE 6, 2007.

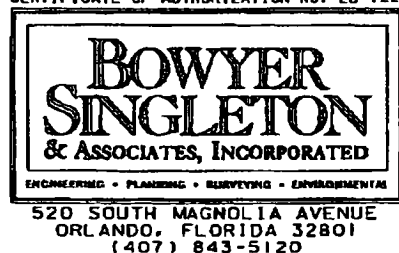
LEGEND AND ABBREVIATIONS

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C	• CHORD DISTANCE	L	• LENGTH OF CURVE	R	• RADIUS	CL	• CENTERLINE
COR.	• CORNER	M.B.	• MINUTE BOOK	(R)	• RADIAL	PL	• PROPERTY LINE
C.C.R.	• CERTIFIED CORNER REPORT	N.	• NORTH	RT.	• RIGHT	Δ	• DELTA (CENTRAL ANGLE)
C.M.	• CONCRETE MONUMENT	NAD	• NORTH AMERICAN DATUM	REC.	• RECOVERED	(C)	• CALCULATED DATA
C.R.	• COUNTY ROAD	NE	• NORTHEAST	RGE.	• RANGE	(D)	• DEED DATA
D.B.	• DEED BOOK	NW	• NORTHWEST	R/W	• RIGHT OF WAY	(F)	• FIELD DATA
E.	• EAST	NO.	• NUMBER	S.	• SOUTH	(P)	• PLAT DATA
ESM'T	• EASEMENT	O.R.	• OFFICIAL RECORDS	SE	• SOUTHEAST	(R)	• RADIAL
FND.	• FOUND	PG.	• PAGE	SW	• SOUTHWEST	O	• CHANGE IN DIRECTION
ID	• IDENTIFICATION	P.B.	• PLAT BOOK	SEC.	• SECTION	+	• LIMITED ACCESS R/W LINE
I.P.	• IRON PIPE	P.C.	• POINT OF CURVATURE	S.R.	• STATE ROAD	---	• R/W LINE

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

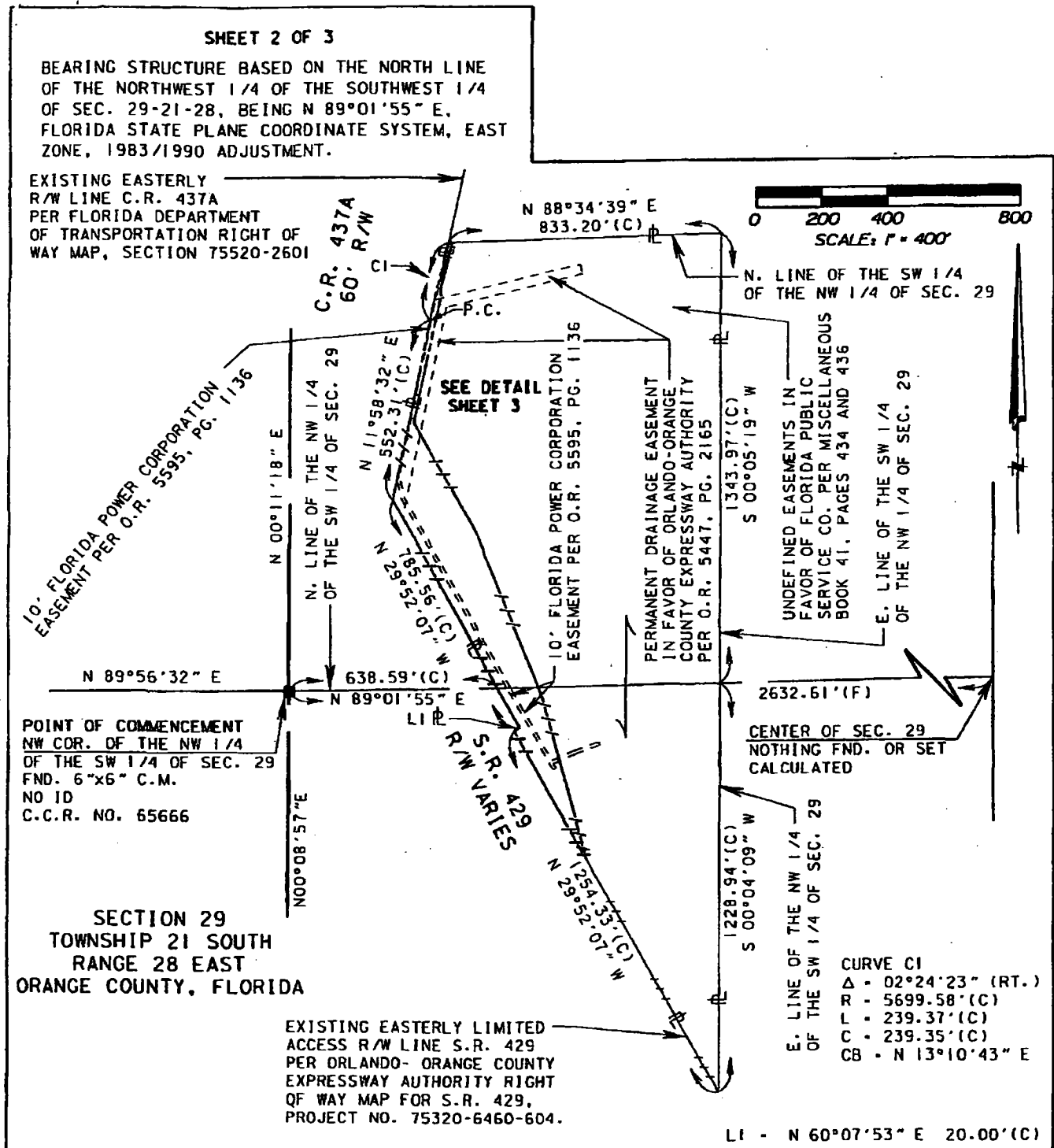
CERTIFICATE OF AUTHORIZATION NO. LB 1221

ORLANDO-ORANGE
COUNTY EXPRESSWAY
AUTHORITY



ORANGE COUNTY, FLORIDA
STATE ROAD 429
OOCEA PROJECT
NO. 429-200A
PARCEL 819
DRAWING DATE: 03/04/08

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CERTIFICATE OF AUTHORIZATION NO. LB 1221

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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

ORANGE COUNTY, FLORIDA

STATE ROAD 429
OOCEA PROJECT
NO. 429-200A

PARCEL 819

DRAWING DATE: 03/04/08

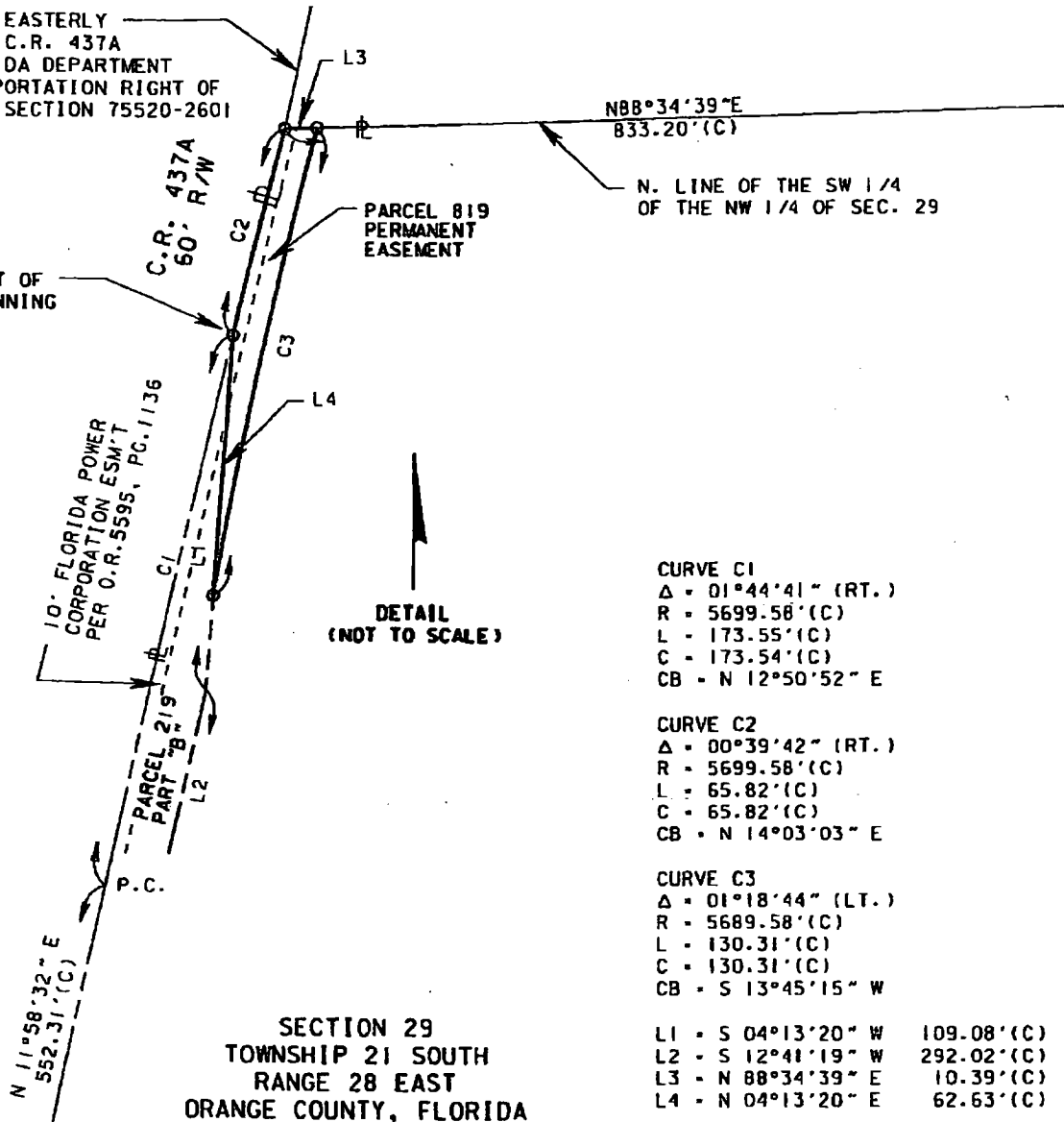
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SHEET 3 OF 3

BEARING STRUCTURE BASED ON THE NORTH LINE
OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4
OF SEC. 29-21-28, BEING N 89°01'55" E,
FLORIDA STATE PLANE COORDINATE SYSTEM, EAST
ZONE, 1983/1990 ADJUSTMENT.

EXISTING EASTERLY
R/W LINE C.R. 437A
PER FLORIDA DEPARTMENT
OF TRANSPORTATION RIGHT OF
WAY MAP, SECTION 75520-2601

POINT OF
BEGINNING



CURVE C1
Δ = 01°44'41" (RT.)
R = 5699.58'(C)
L = 173.55'(C)
C = 173.54'(C)
CB = N 12°50'52" E

CURVE C2
Δ = 00°39'42" (RT.)
R = 5699.58'(C)
L = 65.82'(C)
C = 65.82'(C)
CB = N 14°03'03" E

CURVE C3
Δ = 01°18'44" (LT.)
R = 5689.58'(C)
L = 130.31'(C)
C = 130.31'(C)
CB = S 13°45'15" W

L1 = S 04°13'20" W 109.08'(C)
L2 = S 12°41'19" W 292.02'(C)
L3 = N 88°34'39" E 10.39'(C)
L4 = N 04°13'20" E 62.63'(C)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF
DESCRIPTION IS IN ACCORDANCE WITH THE
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JOHN F. CHENEY, P.L.S.
LICENSE NUMBER 4286

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
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CERTIFICATE OF AUTHORIZATION NO. LB 1221

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SINGLETON**
& ASSOCIATES, INCORPORATED

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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

ORANGE COUNTY, FLORIDA

STATE ROAD 429
OOCEA PROJECT
NO. 429-200A

PARCEL 819

DRAWING DATE: 03/04/08

Project S.R. 429/437A Ramp
Project #: 429-200A
Parcel No.: 819/219

EASEMENT TERM SHEET

THOMPSON HILLS ESTATES, LLC, a Florida limited liability company ("Thompson") is fee owner of certain real property located in the City of Apopka, Orange County, Florida, at 2901 Ocoee Apopka Road, Apopka, Florida, identified by the Orange County Property Appraiser's Office as tax identification parcel number 29-21-28-0000-00-004 (the "Thompson Property"); and, being more particularly described and depicted on **Composite Exhibit "A,"** attached hereto, and incorporated herein by this reference (the "Easement Property"); and the **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the State of Florida ("OOCEA") has condemned a perpetual, non-exclusive easement over, on, under and through the Easement Property for purposes of: the construction, maintenance, installation, operation, inspection, repair and replacement of improvements and fixtures necessary for a retaining wall and appurtenances thereto and such other facilities located in the County Road 437A right-of-way.

Duration of Easement. All covenants, rights and obligations hereby granted, created, and declared shall exist in perpetuity, or until the conditions for the removal of the adjacent improvements described below have been satisfied, and shall be deemed to run with the land referred to herein, and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing executed by all parties hereto, and recorded among the public records of Orange County, Florida.

Removal of the Right-of-Way Improvements and Termination of the Easement. In the event Thompson develops the Thompson Property and such development results in the Thompson Property being at grade with the County Road 437A right-of-way such as to obviate the need for all or portions of the retaining wall and guardrail located in the County Road 437A right-of-way and the need for the perpetual easement, the OOCEA shall not object to all or portions of the retaining wall and guardrail being modified or removed to allow the development or the construction of a driveway between the Thompson Property and County Road 437A within the Easement Property. In such event, OOCEA shall not object to the removal of all or such portions of the retaining wall and guardrail as applicable, at Thompson's sole cost and expense, to accommodate such driveway (constructed at Thompson's sole cost and expense) within thirty (30) days of OOCEA's receipt from Thompson of the following:



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- a. Development approval permits from the applicable jurisdiction authorizing the removal or modification of the retaining wall and guardrail located in the County Road 437A right-of-way, as applicable, detailing such portions of the retaining wall and guardrail to be removed or modified to meet the accepted criteria of the applicable jurisdictional agency.

Upon receipt of the foregoing documentation, the OOCEA shall execute, deliver and record in the public records of Orange County, Florida, a release, releasing and terminating OOCEA's interest in and to all or a portion of the Easement Property.

In connection with the foregoing, OOCEA does not have jurisdiction over any application or approval for access to and from County Road 437A and the Thompson Property and no specific access configuration or approval is being warranted or guaranteed by OOCEA.

Owner's Rights: Notwithstanding anything contained herein, all other rights not condemned by the Authority herein are reserved to Owner. The Authority's use and enjoyment of the rights granted herein shall not materially interfere with Owner's access to Owner's remaining property.

No Liability: Nothing in this Easement shall operate to impose any obligation on the Owner with respect to the operation and maintenance of the Project, nor does this Easement operate to create or impose any liability with respect to the Owner arising from the activities of the Authority.

Incidental Rights. The easement granted herein, and the right of use hereby created and conveyed, includes all incidental rights reasonably necessary for the use and enjoyment of the easement for its intended purposes, including, without limitation, OOCEA allowing its employees, agents, engineers, contractors, and other representatives to exercise the rights granted herein to the OOCEA, and the right and privilege to enter upon the Easement Property with any vehicles and equipment as may be necessary to complete the work contemplated herein. Nothing contained in this Agreement shall be deemed to constitute a grant or dedication to the general public, or for any public purpose whatsoever.

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SHEET 1 OF 3

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429 - PROJECT NO. 429-200A
PERMANENT EASEMENT
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8911, PAGE 3226, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT (NO ID) MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 638.59 FEET TO A POINT ON THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NO. 75320-6460-604; THENCE NORTH 29°52'07" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 647.39 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437A AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 75520-2601; THENCE NORTH 11°58'32" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 552.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5699.58 FEET; THENCE CONTINUE NORTHERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°44'41", AN ARC DISTANCE OF 173.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°39'42", AN ARC DISTANCE OF 65.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 88°34'39" EAST, ALONG SAID NORTH LINE A DISTANCE OF 10.39 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5689.58 FEET; THENCE FROM A CHORD BEARING OF SOUTH 13°45'15" WEST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°18'44", AN ARC DISTANCE OF 130.31 FEET TO A POINT ON A LINE BEARING SOUTH 04°13'20" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 04°13'20" EAST, A DISTANCE OF 62.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 977 SQUARE FEET, MORE OR LESS.

NOTES:

THIS SKETCH HAS BEEN PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION NO. 04.00347/551008 PREPARED BY FIRST AMERICAN TITLE COMPANY, EFFECTIVE DATE JUNE 24, 2004 AND UPDATED JUNE 6, 2007.

LEGEND AND ABBREVIATIONS

CB	• CHORD BEARING	LT.	• LEFT	P.T.	• POINT OF TANGENCY	W.	• WEST
C	• CHORD DISTANCE	L	• LENGTH OF CURVE	R	• RADIUS	CL	• CENTERLINE
COR.	• CORNER	M.B.	• MINUTE BOOK	(R)	• RADIAL	P	• PROPERTY LINE
C.C.R.	• CERTIFIED CORNER REPORT	N.	• NORTH	RT.	• RIGHT	Δ	• DELTA (CENTRAL ANGLE)
C.M.	• CONCRETE MONUMENT	NAD	• NORTH AMERICAN DATUM	REC.	• RECOVERED	(C)	• CALCULATED DATA
C.R.	• COUNTY ROAD	NE	• NORTHEAST	RGE.	• RANGE	(D)	• DEED DATA
D.B.	• DEED BOOK	NW	• NORTHWEST	R/W	• RIGHT OF WAY	(F)	• FIELD DATA
E.	• EAST	NO.	• NUMBER	S.	• SOUTH	(P)	• PLAT DATA
ESM/T	• EASEMENT	O.R.	• OFFICIAL RECORDS	SE	• SOUTHEAST	(R)	• RADIAL
FND.	• FOUND	PG.	• PAGE	SW	• SOUTHWEST	O	• CHANGE IN DIRECTION
ID	• IDENTIFICATION	P.B.	• PLAT BOOK	SEC.	• SECTION	---	• LIMITED ACCESS R/W LINE
I.P.	• IRON PIPE	P.C.	• POINT OF CURVATURE	S.R.	• STATE ROAD	----	• R/W LINE

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

CERTIFICATE OF AUTHORIZATION NO. LB 1221

ORLANDO-ORANGE
COUNTY EXPRESSWAY
AUTHORITY

**BOWYER
SINGLETON**
& ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

ORANGE COUNTY, FLORIDA

STATE ROAD 429
OOCEA PROJECT
NO. 429-200A

PARCEL 819

DRAWING DATE: 03/04/08

EXHIBIT

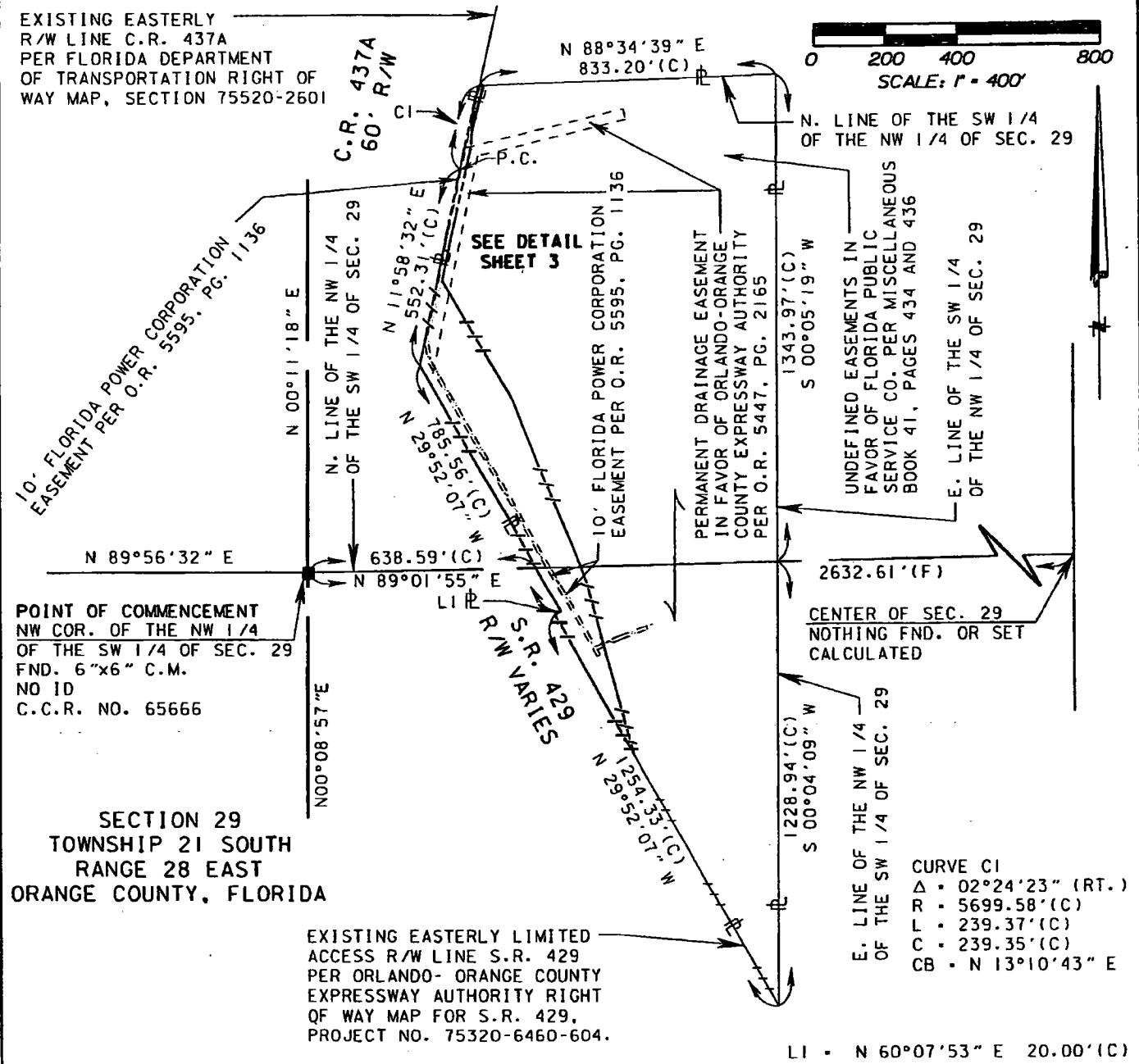
A to EX
C

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SHEET 2 OF 3

BEARING STRUCTURE BASED ON THE NORTH LINE
OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4
OF SEC. 29-21-28, BEING N 89°01'55" E,
FLORIDA STATE PLANE COORDINATE SYSTEM, EAST
ZONE, 1983/1990 ADJUSTMENT.

EXISTING EASTERLY
R/W LINE C.R. 437A
PER FLORIDA DEPARTMENT
OF TRANSPORTATION RIGHT OF
WAY MAP, SECTION 75520-2601



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

CERTIFICATE OF AUTHORIZATION NO. LB 1221

ORLANDO-ORANGE
COUNTY EXPRESSWAY
AUTHORITY

**BOWYER
SINGLETON**
& ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

ORANGE COUNTY, FLORIDA

STATE ROAD 429
OOCEA PROJECT
NO. 429-200A

PARCEL 819

DRAWING DATE: 03/04/08

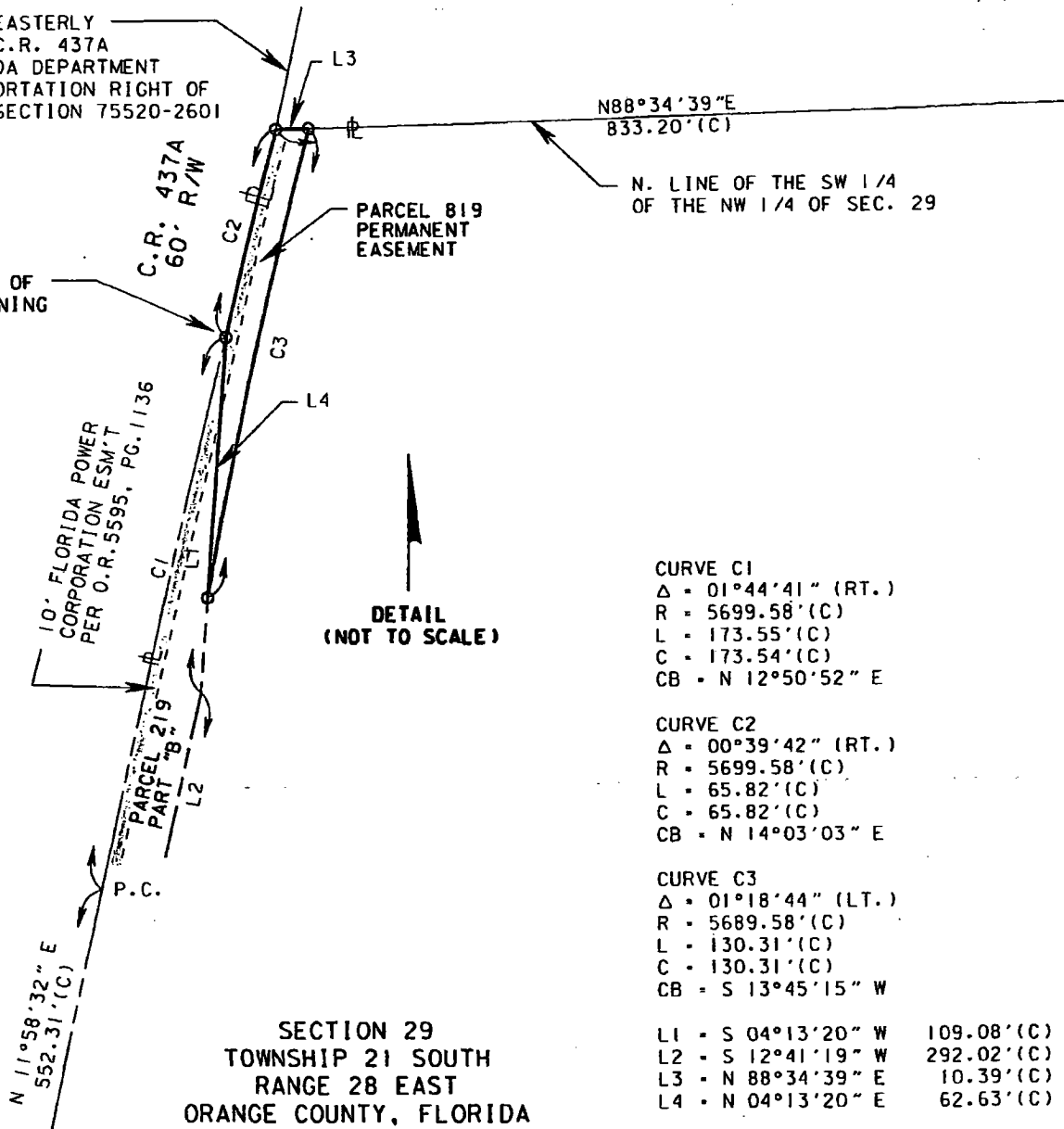
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SHEET 3 OF 3

BEARING STRUCTURE BASED ON THE NORTH LINE
OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4
OF SEC. 29-21-28, BEING N 89°01'55" E,
FLORIDA STATE PLANE COORDINATE SYSTEM, EAST
ZONE, 1983/1990 ADJUSTMENT.

EXISTING EASTERLY
R/W LINE C.R. 437A
PER FLORIDA DEPARTMENT
OF TRANSPORTATION RIGHT OF
WAY MAP, SECTION 75520-2601

POINT OF
BEGINNING



N88°34'39"E
833.20'(C)

N. LINE OF THE SW 1/4
OF THE NW 1/4 OF SEC. 29

PARCEL 819
PERMANENT
EASEMENT

C1

C2

C3

L1

L2

L3

L4

P.C.

P.T.

P.T.

P.T.

P.T.

P.T.

P.T.

P.T.

P.T.

P.T.

P.T.

P.T.

DETAIL
(NOT TO SCALE)

CURVE C1
Δ = 01°44'41" (RT.)
R = 5699.58'(C)
L = 173.55'(C)
C = 173.54'(C)
CB = N 12°50'52" E

CURVE C2
Δ = 00°39'42" (RT.)
R = 5699.58'(C)
L = 65.82'(C)
C = 65.82'(C)
CB = N 14°03'03" E

CURVE C3
Δ = 01°18'44" (LT.)
R = 5689.58'(C)
L = 130.31'(C)
C = 130.31'(C)
CB = S 13°45'15" W

L1 = S 04°13'20" W 109.08'(C)
L2 = S 12°41'19" W 292.02'(C)
L3 = N 88°34'39" E 10.39'(C)
L4 = N 04°13'20" E 62.63'(C)

SECTION 29
TOWNSHIP 21 SOUTH
RANGE 28 EAST
ORANGE COUNTY, FLORIDA

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF
DESCRIPTION IS IN ACCORDANCE WITH THE
"MINIMUM TECHNICAL STANDARDS" AS
REQUIRED BY CHAPTER 61G17-6 F.A.C.

JOHN F. CHENEY, P.L.S.
LICENSE NUMBER 4286

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NO. LB 1221

**BOWYER
SINGLETON**
& ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

ORANGE COUNTY, FLORIDA

STATE ROAD 429
OOCEA PROJECT
NO. 429-200A

PARCEL 819

DRAWING DATE: 03/04/08

Prepared by and return to:
Miranda F. Fitzgerald, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

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07/12/2019 04:22:48 PM Page 1 of 36
Rec Fee: \$307.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL



**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Oak Pointe)**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this 3 day of July, 2019, by and between the **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation (“City”), whose address is 120 East Main Street, Apopka, FL 32703, and, **THOMPSON HILLS ESTATES, LLC**, a Florida limited liability company (“Developer”), whose address is 207 Island Drive, Jupiter, FL 33477. Developer and City are sometimes together referred to herein as the “Parties,” and separately as the “Party,” as the context requires.

RECITALS:

WHEREAS, this Agreement supersedes in all respects that certain Development Agreement (Oak Pointe) recorded as Document #20180244144 in the Public Records of Orange County, Florida on April 18, 2018; and

WHEREAS, Developer is the owner of certain parcels of real property located in the City of Apopka, Orange County, Florida, bearing Orange County Tax Parcel Identification Numbers 29-21-28-0000-00-004, 29-21-28-0000-00-011, 29-21-28-0000-00-016, 29-21-28-0000-00-033, 29-21-28-0000-00-037, 29-21-28-0000-00-038, 32-21-28-0000-00-004 and 32-21-28-0000-00-030, less and except three (3) parcels totaling 6.497 acres that were acquired by Orlando-Orange County Expressway Authority and subsequently conveyed by its successor entity, Central Florida Expressway Authority to the City of Apopka, as depicted on the Sketches of Description attached hereto as Exhibit “A” attached hereto and incorporated herein by this reference, (collectively, the “Property”), which is approximately 97.413 acres in size and is generally located as shown on Exhibit “A-1”; and

WHEREAS, Developer is processing certain land use and zoning approvals with City, including a PUD/Master Plan and Preliminary and Final Development Plans (collectively, the “Approvals”) with respect to three (3) of the parcels included in the Property; and

WHEREAS, the Property also includes five (5) parcels that are depicted on the Final Development Plan and that will retain their existing zoning designations of Mixed Use EC or Commercial; and

WHEREAS, this Agreement is necessitated by a mutual mistake of fact regarding the prior ownership of the right-of-way associated with Irmalee Lane (Major Oak Drive as depicted on the Final Development Plan) and the requirement of the prior owner, Central Florida Expressway Authority, that this right-of-way remain open to the public following conveyance of the right-of-way to City; and

WHEREAS, the need for the right-of-way associated with Irmalee Lane (shown as Major Oak Drive on the Final Development Plan) to remain open to the public caused the Final Development Plan to be revised to eliminate two (2) of the previously approved single family residential lots and to eliminate two (2) of the previously approved townhome lots; and

WHEREAS, the PUD portion of the Property is now proposed for 116 single family residential units and 118 townhome units (the “**Project**”); and

WHEREAS, Developer intends to develop the Project infrastructure including streets, stormwater management system, utilities, perimeter walls, and entrance features as specified herein and assign to a homebuilder entity (the “**Homebuilder**”) the obligations under this Agreement that directly relate to constructing homes on the various residential lots and constructing driveways, sidewalks, community pools and clubhouses, and installing lot landscaping within the Project; and

WHEREAS, Developer desires to obtain the Approvals and receive assurances from City, as set forth herein; and

WHEREAS, City desires that Developer and Homebuilder develop the Property in accordance with the City’s Comprehensive Plan, its Land Development Code, and the terms and conditions of this Agreement; and

WHEREAS, City desires that Developer convey to City a right-of-way connection from the northern Project boundary to Ocoee-Apopka Road to accommodate emergency response activities in the area and to allow residents of the Project to access Ocoee-Apopka Road and future businesses developed in Tracts A, B, and C depicted on the Final Development Plan and on Exhibit “A-2”; and

WHEREAS, City desires that Developer convey to City land for a stormwater pond as specified in this Agreement to serve the conveyed right-of-way and to offset development impacts and needs generated by the Project; and

WHEREAS, Developer, for and on behalf of itself and the successor Homebuilder, agrees to develop the Project upon the Property in accordance with and subject to the terms of this Agreement for the uses substantially as depicted in the Approvals (the “**Project Uses**”), all of which shall constitute the “**Development Improvements**” as defined and described below; and

WHEREAS, City is authorized by home-rule powers to enter into agreements regarding the development and redevelopment of property; and

WHEREAS, the City Council approved a PUD Master Plan for the Project through Ordinance No. 2584 on December 20, 2017, and amended said ordinance via Ordinance No. 2639 on April 18, 2018; and

WHEREAS, the City Council scheduled, advertised and held a public hearing on July 3, 2019, to consider a revised Master Plan, a revised Final Development Plan and this Agreement; and

WHEREAS, the City Council duly considered all remarks and comments offered regarding the revised Master Plan, the revised Final Development Plan and this Agreement at said public hearing; and

WHEREAS, all further references in this Agreement to the Master Plan and the Final Development Plan are intended to mean and refer to the revised Master Plan and the revised Final Development Plan as described in this Agreement; and

WHEREAS, in order to provide the citizens of the City a quality development in the form of the Project, the Parties have entered into this Agreement; and

WHEREAS, Developer hereby affirms and acknowledges that everything contracted for, negotiated, acknowledged and affirmed herein by Developer is done freely and voluntarily.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** Each and all of the foregoing Recitals are declared to be true and correct and are incorporated herein by this reference.
2. **References to Streets and Tracts.** All references to street names and tract numbers in this Agreement correlate with the street and tract names as depicted on the Final Development Plan. Major Oak Drive (currently named "Irmalee Lane") will remain a public road.
3. **Objectives of Agreement.** The Parties' objectives, each of which is deemed material to the Parties' decision to enter into this Agreement, include but are not limited to the following:
 - (a) City Objectives:
 - (i) To ensure that construction of the Development Improvements is consistent with the terms of this Agreement; and
 - (ii) To obtain from Developer the right-of-way generally extending from the northern boundary of Tract K-4 to Ocoee-Apopka Road as depicted in the sketch and description attached hereto as Exhibit "B" (the "**Right-of-Way Parcel**"); and
 - (iii) To obtain from Developer land for a stormwater pond associated with the Right-of-Way Parcel in the location generally depicted on the sketch of description attached hereto as Exhibit "B" (the "**Stormwater Pond Parcel**"); and
 - (iv) To ensure that Developer or Homebuilder creates a single mandatory homeowners' association (the "**Homeowners' Association**") in accordance with Chapter 720, *Florida Statutes*, to govern the Project and maintain the infrastructure needed to support the Project; and
 - (v) To ensure that Developer constructs and completes Major Oak Drive and Private Oak Drive from W. McCormick Road to the northern boundary of Tract K-4 prior to City's first issuance of a Certificate of Occupancy for a residential unit within the Project.

- (vi) To ensure that the portion of Major Oak Drive extending from W. McCormick Road to the Project's south entry point, as depicted on the Final Development Plan, will be a public road maintained by the Homeowners' Association with proportional maintenance and repair contributions from the two parcels zoned Commercial that are adjacent to that portion of Major Oak Drive.
 - (vii) To ensure that Homebuilder commences and completes construction of all sidewalks serving residential lots within the time frame specified in Subparagraph 7(a) of this Agreement.
 - (viii) To ensure that Homebuilder commences and completes construction of the Tract N-1 pool house, parking lot, and landscaping (the "**Track N-1 Improvements**") depicted and described in Exhibit "C" attached hereto within the time frame specified in Subparagraph 7(b) of this Agreement.
 - (ix) To ensure that Developer commences and completes: (i) construction of streets, perimeter walls, fence, entrance gates, and associated landscaping in conjunction with the infrastructure for the Project; (ii) the Tract O-1 parking lot; and (iii) the Tract K-6 recreation improvements and landscaping as depicted and described in Exhibit "D" and Exhibit "E" attached hereto (the "**Tract K-6 Improvements**") within the time frame specified in Subparagraph 7(c) of this Agreement.
 - (x) To ensure that Developer constructs a gate for emergency vehicle access to the Apopka Woods subdivision at the eastern terminus of Rory Oak Lane in accordance with the provisions of Subparagraph 7(d) of this Agreement.
 - (xi) To ensure that Homebuilder will not commence construction of any model home until authorized by City as provided in Paragraph 10 of this Agreement.
- (b) Developer's Objectives:
- (i) To obtain from City timely reviews and approvals for the Project;
 - (ii) To clarify Developer's and the successor Homebuilder's rights and obligations regarding the Project; and
 - (iii) To develop the Project in accordance with the terms and conditions of this Agreement.

4. **Homeowners' Association.** Prior to the issuance of the first residential building permit or issuance of a Certificate of Completion for any street or roadway within for the Project, Developer or Homebuilder shall form the Homeowners' Association through the creation of Articles of Incorporation, Bylaws and a Declaration of Covenants, Conditions and Restrictions (the "**Governing Documents**") in accordance with the requirements of Chapter 720, *Florida Statutes*. The Governing Documents shall be consistent with this Agreement and, to the extent of a conflict, this Agreement shall supersede the Governing Documents. The Homeowners' Association shall exclusively govern

all residential development, common areas, amenities and all streets within the Project. Developer or Homebuilder shall not create any sub-association within the Project.

5. **Developer's Conveyance to City of Right-of-Way and Land for Stormwater Pond.**

(a) **Conveyance Right-of-Way.** Prior to the issuance of the first residential building permit within the Project, or alternatively, prior to closing of any sale of land within Tracts A, B or C that are zoned Mixed Use EC and depicted on the Final Development Plan, Developer, at no cost to City, shall convey to City marketable fee title to the Right-of-Way Parcel depicted on Exhibit "B" attached hereto. Per the depiction on Exhibit "B," the Right-of-Way Parcel shall be 60 feet in width and extend from the Project's northern entry gate northward to Ocoee-Apopka Road. Developer, at its own expense, shall prepare the survey and legal documents needed to convey the entire Right-of-Way Parcel to City as a single conveyance. The conveyance of the Right-of-Way Parcel shall be free and clear of all liens and encumbrances, except for easements of record acceptable to City, if any. Developer shall provide a title policy and pay all taxes and other costs associated with the conveyance. The Parties have jointly determined that there is a reasonable connection between the conveyance of the Right-of-Way Parcel and offsetting transportation, utility, and other development impacts created by the Project, and that there is a reasonable connection between the conveyance of the Right-of-Way Parcel to City and the benefits accruing to the Property.

(b) **Road Construction within Right-of-Way Parcel.** Developer, at its sole cost and expense, shall design and engineer a two-lane road (the "**Access Road**") to City engineering standards extending from Ocoee-Apopka Road to the northern terminus of Major Oak Drive to provide access to Tracts A, B, and C, and access to the Project, as depicted on the Final Development Plan. Developer, at its sole cost and expense, shall also design and engineer turn lane improvements to City engineering standards where the Access Road intersects Ocoee-Apopka Road (the "**Turn Lane Improvements**"). The Developer shall obtain permits for and construct the Access Road and Turn Lane Improvements in two (2) phases. The first phase shall include the Turn Lane Improvements and 1,400 linear feet of the Access Road extending southwest from the Ocoee-Apopka Road intersection. The second phase of the Access Road construction shall extend from the terminus of the phase one road construction and provide a connection with the Project's road network at the Project's northern access gate. The first phase of the Access Road and the Turn Lane Improvements shall be completed and conveyed to City prior to issuance of a Certificate of Occupancy for the first building located within Tract B or Tract C as depicted on the Final Development Plan. The second phase of the Access Road shall be completed and conveyed to City prior to issuance of a Certificate of Occupancy for the first building located within Tract A as depicted on the Final Development Plan. If City desires to advance the timing of the phase two Access Road construction, the City may give written notice to Developer and thereafter the Parties shall cooperate and determine the most efficient means of constructing phase two (2) of the Access Road, and each party shall contribute one-half of the cost of constructing phase two of the Access Road.

(c) **Maintenance Obligations for Right-of-Way Parcel, Access Road and Turn Lane Improvements.** Following conveyance of the Right-of-Way Parcel, the Access Road and/or the Turn Lane Improvements to City, City shall be responsible for the operation and maintenance of same.

(d) **Conveyance of Land for Stormwater Pond.** At the time the 60% design plans are approved by the City Engineer for the Phase 1 of the Access Road or for the entire Access Road, whichever occurs first, Developer shall convey to City, at no cost to City, marketable fee title to the

Stormwater Pond Parcel sized appropriately to accommodate stormwater runoff from the entire Access Road. The final location for the Stormwater Pond Parcel shall be as determined by the City Engineer, or as identified pursuant to a preliminary stormwater analysis conducted by Developer and approved by the City Engineer. The conveyance of the Stormwater Pond Parcel shall be free and clear of all liens and encumbrances, except for easements of record acceptable to City, if any. The Parties have jointly determined that there is a reasonable connection between the conveyance of the Stormwater Pond Parcel to City and offsetting the additional need for stormwater retention and other development impacts created by the population growth generated by the Project, and that there is a reasonable connection between the conveyance of the Stormwater Pond Parcel to City and the benefits accruing to the Project.

(e) **Maintenance Obligations for the Stormwater Pond.** Following conveyance by Developer to City of the Stormwater Pond Parcel, City shall be responsible for the operation and maintenance of same.

6. **Tree Removal and Mitigation.** Developer has submitted a tree survey to City showing existing trees on the Property that are required to be surveyed prior to undertaking land clearing activities. Developer shall obtain an Arbor Permit from City in accordance with Section 5.01.06 of the Land Development Code. Trees that were removed several years ago pursuant to authorization given by the City, and for which Developer paid a City-determined mitigation amount to City, shall not be addressed in any current or future calculation of tree mitigation requirements.

7. **Timing of Construction of Development Improvements.**

(a) Homebuilder shall be responsible for constructing all sidewalks within the Project serving residential lots after the home on the lot has been completed but before a Certificate of Occupancy for the particular home has been issued. The purpose of this timing is to ensure that sidewalks are in place before a resident occupies a home but after all of the construction work on the lot has been completed so that the sidewalk is not damaged during construction of the home and landscaping of the yard.

(b) Prior to issuance of the first (1st) residential building permit, Homebuilder shall submit to City a building permit application for the Tract N-1 Improvements depicted and described on Exhibit "C" attached hereto. Homebuilder shall commence construction of Tract N-1 Improvements prior to issuance of the twenty-fifth (25th) residential building permit and shall complete same prior to City's issuance of the fiftieth (50th) residential building permit. If the Tract N-1 Improvements have not been completed prior to issuance of the fiftieth (50th) residential building permit, no further building permits will be issued.

(c) Developer shall commence construction of: (i) streets, perimeter walls, fence, entrance features, and associated landscaping in conjunction with the infrastructure for the Project; (ii) the Tract O-1 parking lot; and (iii) the Tract K-6 recreation improvements and landscaping as depicted and described in Exhibit "D" and Exhibit "E" attached hereto (the "**Tract K-6 Improvements**") within a reasonable time following issuance of the site clearing and grading permit for the Project and complete same prior to recording the plat for the Project. If these Development Improvements have not been completed before a plat is recorded, Developer shall post a performance bond or other financial assurance acceptable to City in an amount equal to 110% of the estimated cost of construction for the particular Development Improvements that have not been completed.

(d) Prior to City's issuance of a Certificate of Completion for Rory Oak Lane, Developer at Developer's expense shall construct an emergency access gate acceptable to the City Engineer and Fire Chief at the eastern terminus of Rory Oak Lane where it connects to Pelock Drive in the Apopka Woods subdivision, as depicted on the Final Development Plan and shall provide, at no cost to City, an easement for emergency access purposes over all of the streets within the Project. No pedestrian or bicycle traffic from the Apopka Woods subdivision into the Project shall be allowed through the emergency access gate.

8. **Major Oak Drive.**

(a) Developer shall undertake the design, engineering, permitting, and construction of Major Oak Drive and Private Oak Drive extending north from W. McCormick Road to the northern boundary of Tract K-4 and shall complete construction of Major Oak Drive and Private Oak Drive prior to City's issuance of first (1st) residential Certificate of Occupancy within the Project. Construction plans for Major Oak Drive and Private Oak Drive must be approved by the City Engineer prior to commencing construction.

(b) Following issuance of a certificate of acceptance by the City Engineer, Major Oak Drive shall be maintained in perpetuity by the Homeowners' Association.

(c) Owners of the two parcels with Commercial zoning, located between the southern boundary of the Project and W. McCormick Road, east and west of Major Oak Drive (the "**Commercial Parcel Area**") shall share proportionate maintenance and repair responsibilities for the Commercial Parcel Area and for the segment of Major Oak Drive extending south from the Project's southern entry point to and including the intersection of Major Oak Drive with W. McCormick Road.

9. **Internal Street Network.** With exception of Major Oak Drive which will remain open to the public and will be maintained by the Homeowners' Association, all other internal streets within the Project will be privately owned and maintained by the Homeowners' Association.

10. **Orange County Utilities and Regional Multi-Use Trail.** Prior to platting of the Project, Developer shall provide to City evidence that Orange County will provide potable water to the Property and that Orange County has approved the Developer's utility plan. Orange County's Regional Trail Plan includes a multi-use trail that follows the northern and northeastern boundaries of the Project and may follow the Right-of-Way Parcel. The Developer shall not object to the location of the multi-use trail; provided that no portion of the Property other than the Right-of-Way Parcel is proposed for use as a part of the multi-use trail. Developer reserves the right to oppose any potential condemnation of a portion of the Property for the multi-use trail

11. **Issuance of Building Permit for Model Homes.** Under no circumstance will City issue a building permit for a model home until the City Engineer, Fire Chief, and Public Services Director have determined that sufficient road access and potable water are available to the lot or lots upon which Homebuilder proposes to construct a model home.

12. **Development Approvals.** This Agreement shall in no manner constitute a development approval regarding the Property or Project. Developer and successor Homebuilder must comply with all applicable provisions of the City's Comprehensive Plan, Code, and Land Development Code regarding the development of the Property and the Project.

13. **Development Review for Subject Property.** Developer shall provide all information on the Property necessary for the required development reviews. City shall process the Developer's Final Development Plan and any other applications, license, and permits so long as Developer has sufficiently complied with the application procedures for each process as set forth in the Code and adopted procedures.

14. **Development of Subject Property.**

(a) **Developer Obligations as to the Project.** Except as otherwise set forth herein as the responsibility of City, Developer shall design, permit and construct, at its own cost and expense, all Development Improvements related to the Project.

- (i) The Development Improvements shall be constructed in accordance with the construction plans approved by City through its standard Final Development Plan review process.
- (ii) At the time of issuance of any building permits for the Project, Homebuilder shall pay to City all applicable City impact fees and provide to City proof that Developer or Homebuilder has paid all applicable County impact fees to Orange County in amounts which are in effect at the time of building permit issuance.

15. **Consistency with City's Comprehensive Plan.** City hereby finds that this Agreement is consistent with the City's Comprehensive Plan and other City governing documents, and is a legislative act of the City Council. City further finds that this Agreement promotes the public health, safety, and welfare, and is consistent with, and a proper exercise of, City's powers under the Municipal Home Rule Powers Act, as provided in Section 2(b), Article VIII of the Florida Constitution, Chapter 166.021, *Florida Statutes*, and City's police powers.

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

17. **Obligation to Adhere to Requirements of Law.** Developer and City agree that they and their respective successors and assigns will be bound by the provisions of this Agreement, as well as all applicable Federal, State and local laws, as the same may be amended or created from time to time. No clause or provision of this Agreement shall be construed or excuse the observance of any requirement of any law by Developer or City. Failure of this Agreement to address a particular permit,

condition, term, or restriction shall not relieve Developer or City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

18. **Covenants and Terms.** The conditions and covenants set forth herein shall be construed as covenants running with the Property which shall survive any termination of this Agreement unless otherwise specifically stated herein, and shall be binding upon Developer, City and their assigns and successors in interest, and shall inure to the benefit of Developer, City and their assigns and successors in interest, but shall not be deemed to extend private rights to any person or entity other than the Parties hereto and their successors and assigns. City enters this Agreement based, in part, upon Developer's experience, reputation and expertise. This Agreement shall not be assignable by Developer, or any assignee of Developer, without City's prior written approval, which City may provide or withhold in its sole discretion. City hereby agrees that this Agreement may be assigned to D.R. Horton, Inc., the contract purchaser for the Project, the intended Homebuilder as that term is defined herein. Notwithstanding the foregoing, in the event that a project mortgagee (or its nominee) shall acquire title to the Property through foreclosure or deed in lieu of foreclosure, such affiliate of Developer or project mortgagee (or its nominee) shall be deemed a permitted assignee under this Agreement, provided such assignee gives City prompt notice of the acquisition thereby of the Property, and such assignee agrees to assume and timely perform all of the covenants and obligations of Developer under this Agreement accruing from and after the date of such acquisition of title. This Agreement shall be effective from the Effective Date (as hereinafter defined) until such time as the PUD Master Plan is no longer effective unless sooner terminated by Developer or City pursuant to a specific right of termination set forth in this Agreement. If construction of the Project has not commenced within three (3) years following the Effective Date, then this Agreement shall expire and be of no further force or effect. Once the Development Improvements have been completed and all obligations herein satisfied, this Agreement shall be deemed terminated except as expressly set forth in this Agreement. Within fifteen (15) days following the written request of Developer, City shall execute an instrument in recordable form acknowledging that the any and all obligations under and pursuant to this Agreement have been fully satisfied and performed, and that this Agreement has terminated, or if termination has not then occurred, specifying which, if any, obligations under this Agreement remain unsatisfied or unperformed, and Developer may record any such instrument in the Public Records of Orange County, Florida.

19. **Cooperation.** Developer and City shall reasonably cooperate and act in good faith with each other to achieve the terms, conditions, and intentions of this Agreement, particularly with regard to specific dates set forth herein. In connection with Developer's applications for City development licenses, permits and approvals necessary to construct the Project and Development Improvements in accordance with the final site plan, City agrees to process and review any and all applications associated with Developer's licenses, permits (including building permits) and approvals in good faith and in a prompt and diligent manner. However, Developer recognizes and concedes that, in the exercise of its regulatory police power, City must review and act upon Developer's permit applications in substantially the same manner as in the case of applications for all other property owners, and City's decision-making in the course of exercising its police power cannot be waived, divested, or otherwise diminished by contract. City further agrees to formally designate the City Administrator or his designee to facilitate approvals, expedite permits and to act as liaison between City and Developer.

20. **Amendments.** This Agreement may not be amended, unless evidenced in writing and executed by both Parties hereto.

21. **Indemnification.** Developer shall defend, indemnify and hold harmless City from and against any and all suits, claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees), which City may incur (or which may be claimed against City by any party whomsoever) by reasons of or in connection with the design, construction or maintenance of the Development Improvements and public infrastructure. Nothing herein shall require Developer to indemnify City or its agents for their own negligence. This paragraph shall survive expiration or earlier termination of this Agreement.

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

23. **Attorneys' Fees.** In the event of default, the prevailing Party shall have the right to recover all reasonable attorneys' fees and court costs incurred as a result thereof, in addition to all other remedies provided herein.

24. **Bankruptcy.** In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement and accelerate, making immediately due and payable, all sums levied against the Property at the time of the occurrence of an event described in (a) or (b) above. The occurrence of an event described in (a) or (b) above shall not afford any person the right to refuse, discontinue or defer payment of said sums or to challenge their validity.

25. **No Liability or Monetary Remedy.** Developer hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on City, and that City bears no liability for direct, indirect or consequential damages. The only remedy available to Developer for any breach by City is one of mandamus to require City's specific performance under the terms and conditions of this Agreement.

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

any such force majeure shall continue for three hundred sixty-five (365) consecutive days, any Party shall have the right to terminate this Agreement without incurring any penalty.

27. **Gender, Number, Subtitles and Conflicting Terms.** As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement. In the event of conflicts between the terms of this Agreement and the Final Development Plan, the Master Plan, or the Preliminary Development Plan, the terms of this Agreement shall control.

28. **Notice.** Any notice required or allowed to be delivered hereunder shall be in writing and shall be: (a) hand delivered to the official hereinafter designated, effective upon such delivery; (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, effective upon receipt of such notice; (c) deposited with a nationally recognized overnight courier service (*e.g.*, Federal Express, United Parcel Service, Purolator, Airborne, Express Mail, etc.), effective one (1) business day after such deposit; or (d) delivered by facsimile (fax) transmission, effective upon confirmed transmission; addressed to a Party at the address specified below, or such other address as from time to time may be provided by written notice:

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

Copy to: City Attorney
120 East Main
Apopka, FL 32703
Telephone: (407) 703-1658

Developer: Thompson Hills Estates, LLC
Attn: Malcolm F. Jones
207 Island Drive
Jupiter, FL 33477
Telephone: (561) 248-3505

Copy to: Eavenson, Fraser, Lunsford & Ivan, PLLC
Attn: Bradley Eavenson, Esq.
2000 PGA Boulevard, Suite 3200A
Palm Beach Gardens, FL 33408
Telephone: (561) 626-3706

Copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Attn: Miranda F. Fitzgerald, Esq.
215 N. Eola Drive
Orlando, FL 32801
Telephone: (407) 843-4600

29. **Severability.** Invalidation of any word, clause, sentence, or section contained herein due to illegality, unconstitutionality, or for any other reason and as determined by a court of competent jurisdiction shall not act to cause this entire Agreement to be found to be invalid, illegal or unconstitutional, and said documents shall be read without such invalid, illegal or unconstitutional word, clause, sentence or section.

30. **Recording in Public Records.** A memorandum of this Agreement, executed by both Parties shall be recorded in the Public Records of Orange County, Florida (which date of recordation shall constitute the “**Effective Date**” of this Agreement). The City Clerk shall insure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by both Parties. Developer shall be responsible for all recording costs.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute on and the same instrument.

32. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the Parties in writing.

33. **Negotiation.** Each Party hereto hereby acknowledges that he was properly represented in the negotiation of this Agreement and this Agreement shall not be more strictly construed against one Party or the other as a result of such Party’s participation in the drafting of this Agreement.

34. **No Third-Party Beneficiaries.** The Agreement is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

35. **Relationship of the Parties.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between City and Developer. Developer cannot create any obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that the other Party hereto is not acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by Developer as an inducement to entering into this Agreement.

36. **Controlling Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of City now in effect and those hereinafter adopted.

37. **Venue.** The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

38. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of City hereunder.

39. **No General Obligation.** In no event shall any obligation of City under this Agreement be or constitute a general obligation or indebtedness of City or a pledge of the ad valorem taxing power of City, within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither Developer nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of City or any other governmental entity or taxation in any form on any real or personal property to pay City's obligations or undertakings hereunder.

40. **Agency.** Developer and City, and their agents, contractors or subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of each other.

41. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to §768.28, *Florida Statutes*.

42. **City's Police Power and Regulatory Powers.** City hereby reserves all police and regulatory powers granted to City by law. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as City's bargaining away, surrendering, or in any way diminishing its police or regulatory powers.

43. **Interpretation.** The Parties hereby acknowledge and agree that each has participated equally in the drafting of this Agreement, and neither Party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the Parties.

44. **Compliance with Public Records Law.** Pursuant to Section 119.0701, *Florida Statutes*, when Developer provides services to City by constructing public infrastructure or improving City property under the terms of the Agreement, Developer shall comply with the public records laws set forth in Chapter 119, *Florida Statutes*, and any successor statute. Specifically, the Developer shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service provided to City;

(b) Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

(d) Meet all requirements for retaining public records and transfer, at no costs to City, all public records in possession of Developer upon completion, inspection, and issuance of a Certificate of Occupancy for the completed services on City property, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records

stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

(e) Upon request of City, Developer shall promptly provide City with copies of public records which pertain to this Agreement.

(f) In the event that Developer receives a request from any person or entity other than City for a document, computerized information, audio or videotape, CD, DVD, or any other record in Developer's possession pursuant to this Agreement, Developer shall notify City immediately and submit the request to City for direction on how to comply with Florida's Public Records Law. Developer shall allow City to inspect the requested record to advise Developer if any material therein is exempt or confidential and therefore subject to redaction.

45. **Condemnation.** If, prior to obtaining all necessary permits and approvals to construct the public infrastructure and/or Development Improvements, all or any part of the Property is subjected to a bona fide threat of condemnation by a body having the power of eminent domain or is taken by eminent domain or condemnation (or sale in lieu thereof), or if City and/or Developer has received written notice that any condemnation action or proceeding with respect to the Property is contemplated by a body having the power of eminent domain, each shall give the other immediate written notice of such threatened or contemplated condemnation or of such taking or sale, and each may, by written notice to the other, given within thirty (30) days after the receipt of such notice, elect to cancel this Agreement as it relates to the portion of the Property affected by such condemnation. Further, City agrees not to use its powers of eminent domain in any way which would modify or alter the Preliminary Development Plan or Final Development Plan, provided that this paragraph shall not abrogate City's police powers.

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have set their hands and seals onto this Agreement prior to the Effective Date.

Signed, sealed and delivered
in the presence of:

CITY OF APOPKA, FLORIDA

Joseph K. Byrd
Print Name: Joseph K. Byrd
Susan M. Bone
Print Name: Susan M. Bone

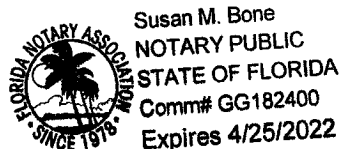
By: *Bryan Nelson*
Print Name: BRYAN NELSON
Title: Mayor
Date: July 9th, 2019

Attest *Linda Y. Hoff*
Linda Goff City Clerk

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 9th day of July, 2019, by Bryan Nelson as MAYOR of the City of Apopka, on behalf of the CITY OF APOPKA, FLORIDA, a Florida municipal corporation, who is ☒ personally known to me or has produced _____ as identification.



Susan M. Bone
Notary Public
Print Name: Susan M. Bone

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

THOMPSON HILLS ESTATES, LLC, a
Florida limited liability company

John Castella
Print name: John Castella

Michelle Hurtado
Print Name: Michelle Hurtado

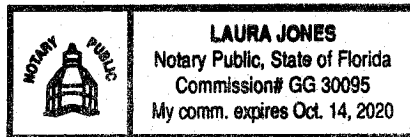
By: [Signature]
Print Name: Malcolm Jones
Title: MG RM

Date: 6/28/19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 28th day of June, 2019, by Malcolm Jones, as MG RM of **Thompson Hills Estates, LLC**, a Florida limited liability company, on behalf of the company, who is X personally known to me or has produced _____ as identification.



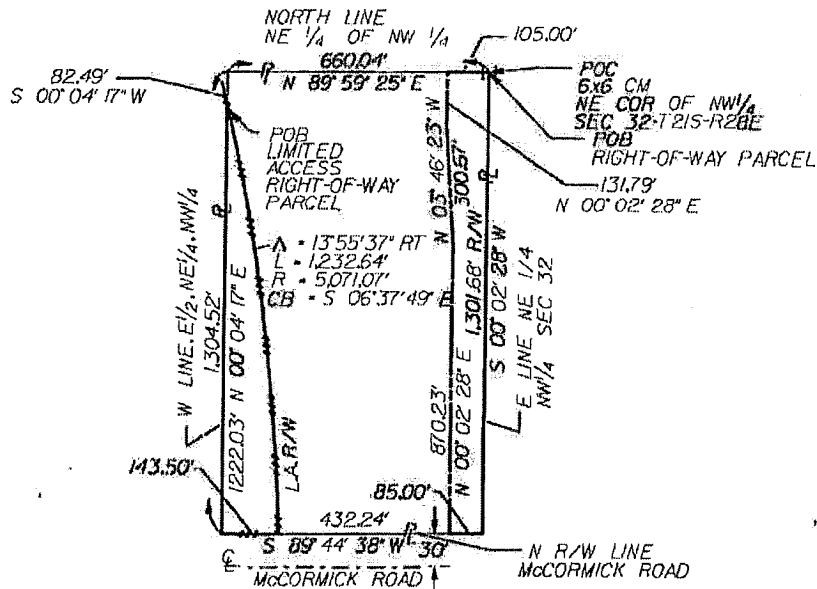
[Signature]
Notary Public

Print Name: Laura Jones

EXHIBIT "A"

**SKETCHES OF DESCRIPTION DEPICTING RIGHT-OF-WAY AREAS OWNED BY
CITY OF APOPKA**

SKETCH OF DESCRIPTION SECTION 75320-6460-604/605 PARCEL 63-102



OWNER:

FLOYD E. THOMPSON, JR.
CHARLOTTE M. THOMPSON

PARCEL AREA - 19.755 ACRES

AREA TAKEN
L.A. R/W - 2.717 ACRES
R/W - 2.670 ACRES
AREA REM. - 14.368 ACRES

NOTES:

- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE (NORTH LINE SOUTHWEST 1/4 OF SECTION 20-21-28, AS BEING N 89°37'58" E).

Legend

- | | |
|-----------------------------|------------------------------------|
| Δ - Delta | (R) - Radial |
| R - Radius | PG - Page |
| L - Length | P.B. - Plat Book |
| PC - Point of Curvature | esmt. - Easement |
| PT - Point of Tangency | F.P.C. - Florida Power Corporation |
| POB - Point of Beginning | M - Meters |
| POC - Point of Commencement | (C) - Calculated |
| C - Chord Length | C.B. - Chord Bearing |
| C/L - Centerline | D.B. - Deed Book |
| O.R. - Official Records | P - Plat |
| BK - Book | (RT) - Right |
| Ex. - Expires | (LT) - Left |
| | R/W - Right-of-Way |
| | N.T.S. - Not to Scale |
| | Sec. - Section |

PREPARED FOR



6/18/97 REVISE L.A., R/W LINE, AREAS S.WARD

SKETCH OF DESCRIPTION ONLY, THIS IS NOT A SURVEY.

Dennis L. Deal
DENNIS L. DEAL P.S.M., LICENSE NO. LS 3421
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
SKETCH TO ACCOMPANY DESCRIPTION
SHEET 1 OF 2

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY		PROJECT NUMBER:	DESCRIPTION: PARCEL 63-102 - STATE ROAD No. 429	
BOWYER-SINGLETON & ASSOCIATES INCORPORATED		DATE: 03/12/97	CLIENT: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY	
ENGINEERING - PLANNING - SURVEYING - ENVIRONMENTAL 520 SOUTH MAGNOLIA AVENUE - ORLANDO, FLORIDA 32801 407-643-5180 - FAX 407-648-8684 CERTIFICATE OF AUTHORIZATION NO. LB 1821		DRAWN BY: K. MITCHELL	SECTION-TOWNSHIP-RANGE: SEC. 32, TWP. 21S, RGE. 28E	COUNTY: ORANGE COUNTY
			W.P. NUMBER: N/A	

IN E:\M\SKETCHES.DGN

**ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-604/605
Purpose: Right of Way Transfer to the City of Apopka**

PARCEL 63-102

RIGHT-OF-WAY

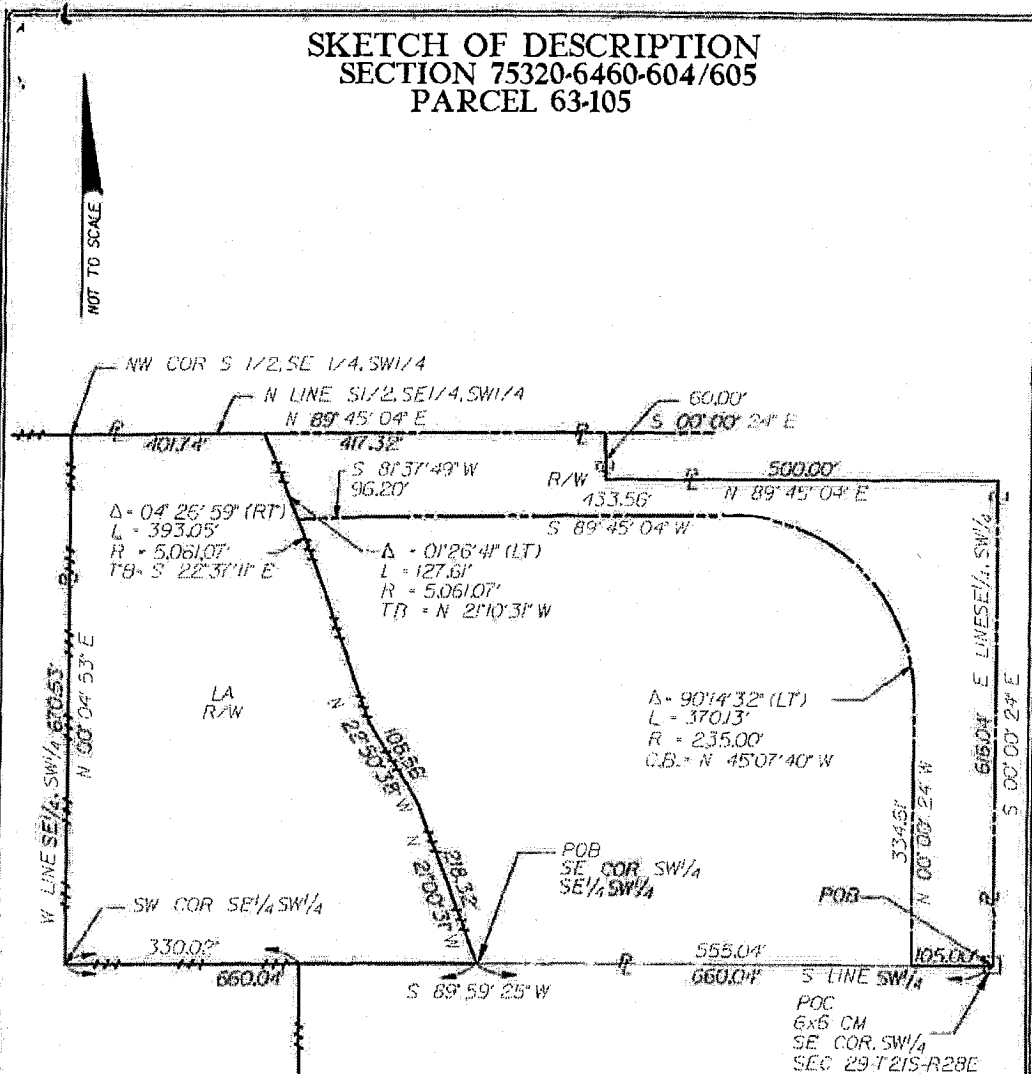
BEGIN AT A 6x6 CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°02'28" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32 A DISTANCE OF 1301.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF McCORMICK ROAD; THENCE RUN SOUTH 89°44'38" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 85.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN NORTH 00°02'28" EAST, A DISTANCE OF 870.23 FEET; THENCE RUN NORTH 03°46'23" WEST, A DISTANCE OF 300.67 FEET; THENCE RUN NORTH 00°02'28" EAST, A DISTANCE OF 131.79 TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32, THENCE RUN NORTH 89°59'25" EAST ALONG SAID NORTH LINE A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.670 ACRES, MORE OR LESS.

SHEET 2 OF 2

**DATE: MARCH 12, 1997
REVISED: JUNE 24, 1997**

SKETCH OF DESCRIPTION SECTION 75320-6460-604/605 PARCEL 63-105



NOTES:

- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE (NORTH LINE SOUTHWEST 1/4 OF SECTION 20-21-28, AS BEING N 89°37'58\" E).

Legend

Δ • Delta	P.B. • Plat Book
R • Radius	asmt. • Easement
L • Length	F.P.C. • Florida Power Corporation
PC • Point of Curvature	M • Meters
PT • Point of Tangency	(C) • Calculated
POB • Point of Beginning	C.B. • Chord Bearing
POC • Point of Commencement	D.B. • Deed Book
C • Chord Length	P • Plat
C/L • Centerline	(RT) • Right
D.R. • Official Records	(LT) • Left
BK. • Book	T.B. • Tangent Bearing
Ex. • Expires	R/W • Right-of-Way
(RI) • Radial	N.T.S. • Not to Scale
Pg. • Page	Sec. • Section

OWNER:

JIMMIE LEE MARDEN, UNREMARIED
SURVIVING SPOUSE OF I.H.M. MARDEN,
JR., DECEASED

PARCEL AREA - 19.707 ACRES

AREA TAKEN

L.A.R/W - 8.185 ACRES

R/W - 3.138 ACRES

AREA REM. - 8.384 ACRES

Dennis L. Deal
DENNIS L. DEAL, P.S.M., LICENSE NO. LS 3421

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

SKETCH TO ACCOMPANY DESCRIPTION
SHEET 1 OF 2

PREPARED FOR



5/18/97 REVISE L.A. R/W AREA S. WARD
5/18/97 REVISE R/W AREA LEGEND S. WARD

SKETCH OF DESCRIPTION ONLY, THIS IS NOT A SURVEY.

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY:
**BOWYER-SINGLETON
& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE, 1, ORLANDO, FLORIDA 32801
407-823-5120 • FAX 407-649-8664
CERTIFICATE OF AUTHORIZATION NO. LB 1221

PROJECT NUMBER:
EA4/JI

DRAWN BY:
K. MITCHELL

DATE:
03/12/97

DESCRIPTION: PARCEL 63-105 - STATE ROAD No. 429
SECTION 06010 - 2532

COUNTY:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

SECTION-TOWNSHIP-RANGE
SEC. 29, TWP. 21S, RGE. 28E

W.P.J. NUMBER:
N/A

COUNTY:
ORANGE COUNTY

MEAN SKETCHES.DGN

**ORLANDO - ORANGE COUNTY EXPRESSWAY
AUTHORITY STATE ROAD 429
SECTION 75320-6460-604/605
Purpose: Transfer Right of Way to the City of Apopka**

PARCEL 63-105

RIGHT-OF-WAY

BEGIN AT A 6x6 CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°59'25" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 105.00 FEET; THENCE RUN NORTH 00°00'24" WEST, PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 334.61 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 235.00 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°14'32" FOR A DISTANCE OF 370.13 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°45'04" WEST, A DISTANCE OF 433.56 FEET; THENCE RUN SOUTH 81°37'49" WEST, A DISTANCE OF 96.20 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5061.07 FEET; THENCE FROM A TANGENT BEARING OF NORTH 21°10'31" WEST, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'41" FOR A DISTANCE OF 127.61 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29; THENCE DEPARTING SAID CURVE, RUN NORTH 89°45'04" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 417.32 FEET; THENCE RUN SOUTH 00°00'24" EAST, A DISTANCE OF 60.00 FEET; THENCE RUN NORTH 89°45'04" EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 500.00 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29; THENCE RUN SOUTH 00°00'24" EAST, A DISTANCE OF 616.04 FEET TO THE POINT OF BEGINNING.

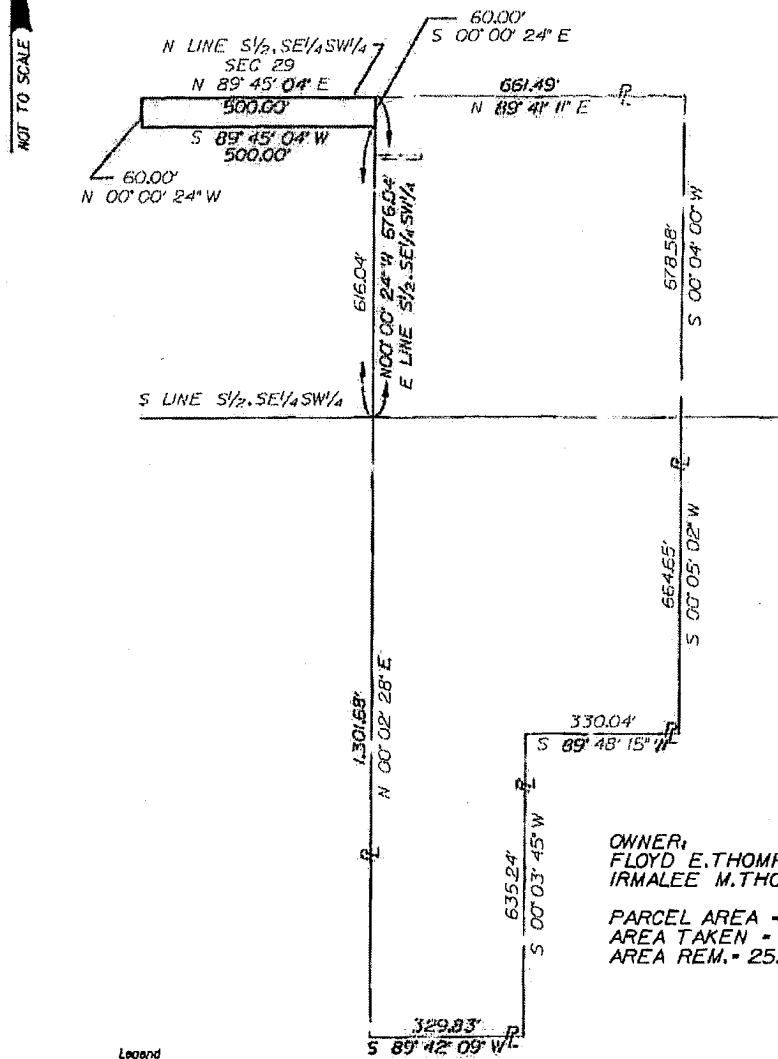
CONTAINING 3.138 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

SHEET 2 OF 2

**DATE: MARCH 12, 1997
REVISED: JUNE 24, 1997**

SKETCH OF DESCRIPTION SECTION 75320-6460-604/605 PARCEL 63-126



OWNER:
FLOYD E. THOMPSON
IRMALEE M. THOMPSON

PARCEL AREA - 25.866 ACRES
AREA TAKEN - 0.689 ACRES
AREA REM. - 25.178 ACRES

Legend

Δ - Delta
R - Radius
L - Length
PC - Point of Curvature
PT - Point of Tangency
POB - Point of Beginning
POC - Point of Commencement
C - Chord Length
C/L - Centerline
O.R. - Official Records
BK - Book
Ex - Expires

(R) - Radial
Pg. - Page
P.B. - Plot Book
asm. - Easement
F.P.C. - Florida Power Corporation
M - Meters
(C) - Calculated
C.B. - Chord Bearing
D.B. - Dead Book
P - Plot
(RT) - Right
(LT) - Left
R/W - Right-of-Way
N.T.S. - Not to Scale
Sec. - Section

NOTES:

- 1) BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE (NORTH LINE SOUTHWEST $\frac{1}{4}$ OF SECTION 20-21-20, AS BEING N $69^{\circ} 37' 58''$ E).

Dennis L. Deal
DENNIS L. DEAL P.S.M. LICENSE NO. LS 3421

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH TO ACCOMPANY DESCRIPTION
SHEET 1 OF 2

PREPARED FOR



SKETCH OF DESCRIPTION ONLY, THIS IS NOT A SURVEY.

THE LEGAL DESCRIPTION AND SKETCH PREPARED BY		PROJECT NUMBER:	DESCRIPTION: PARCEL 63-126 - STATE ROAD No. 429	
BOWYERS INGLETON & ASSOCIATES, INCORPORATED		EA4/J1	SECTION 06010 - 2532	
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL		DRAWN BY:	CLIENT:	
530 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801		K. MITCHELL	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY	
407-843-5120 • FAX 407-843-8864		DATE:	SECTION-TOWNSHIP-RANGE	W.P. NUMBER
CERTIFICATE OF AUTHORIZATION NO. LB 172		04/02/97	SEC. 20, TWP. 21S, RGE. 28E	N/A
			COUNTY:	COUNTY
			ORANGE	ORANGE

IN E:\MIS\SKETCHES.DGN

**ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-604/605**

Purpose: Transfer Right of Way to the City of Apopka

PARCEL 63-126

RIGHT -OF -WAY

LEGAL DESCRIPTION

**THE EAST 500.00 FEET OF THE NORTH 60.00 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY,
FLORIDA.**

CONTAINING 0.689 ACRES, MORE OR LESS.

SHEET 2 OF 2

DATE: APRIL 15, 1997

EXHIBIT "A-1"

GRAPHIC SHOWING LOCATION OF THE PROPERTY

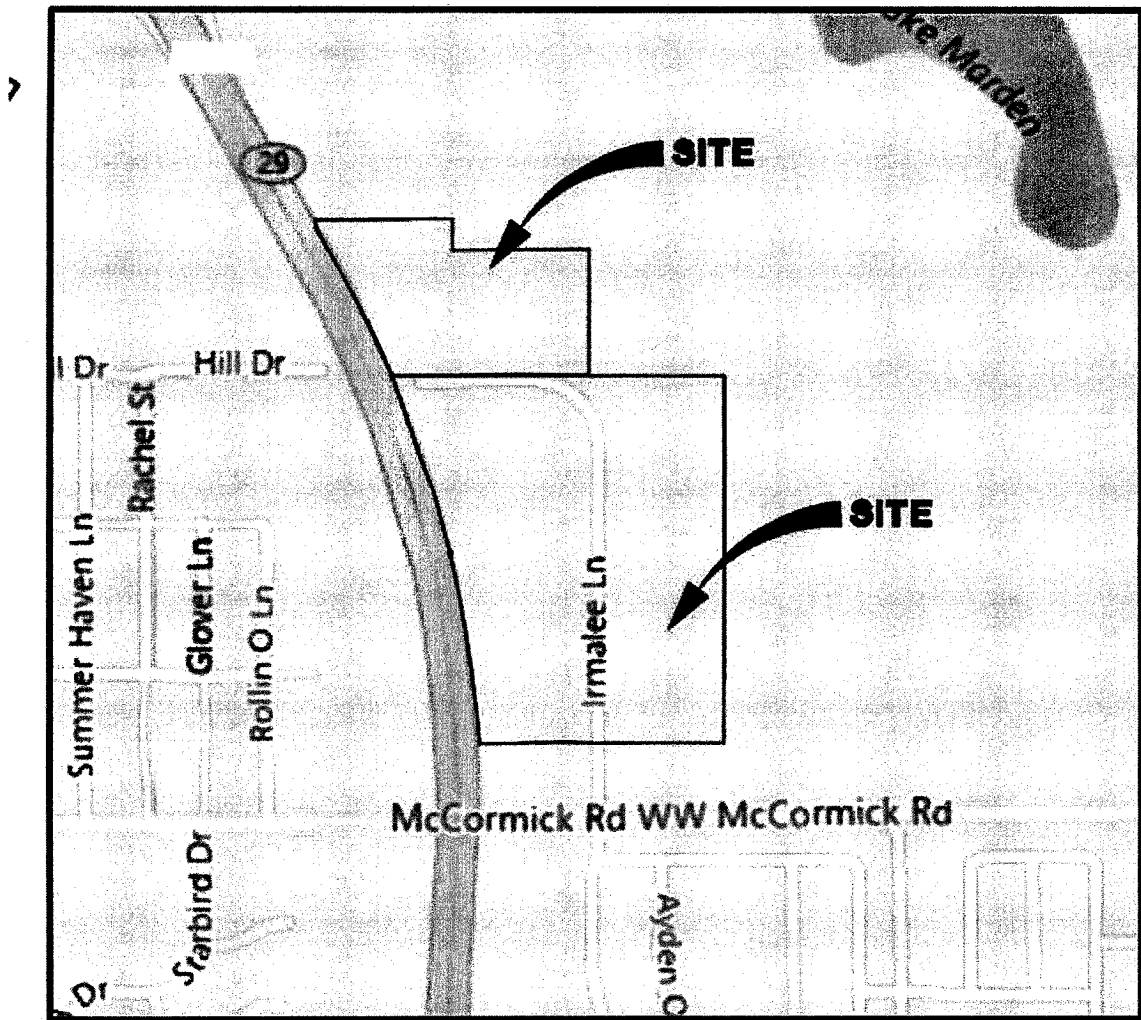


EXHIBIT "A-2"

GRAPHIC SHOWING LOCATION OF TRACTS A, B AND C

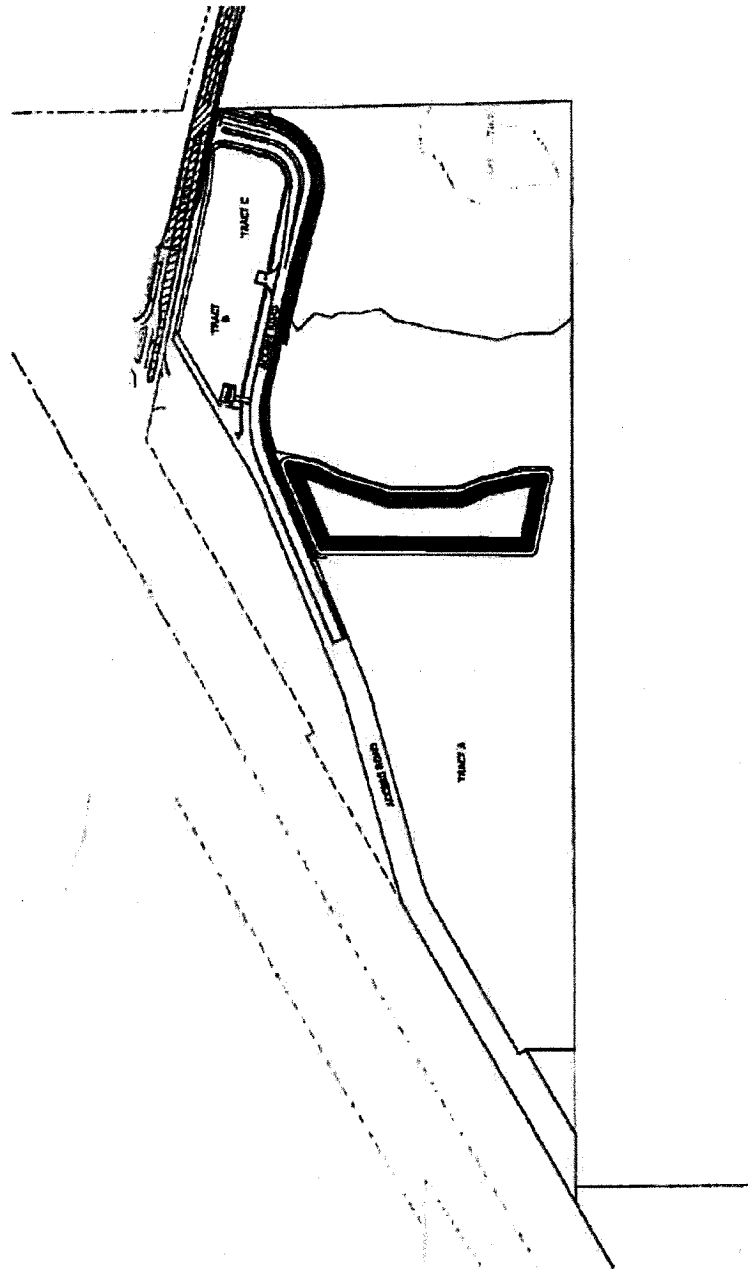
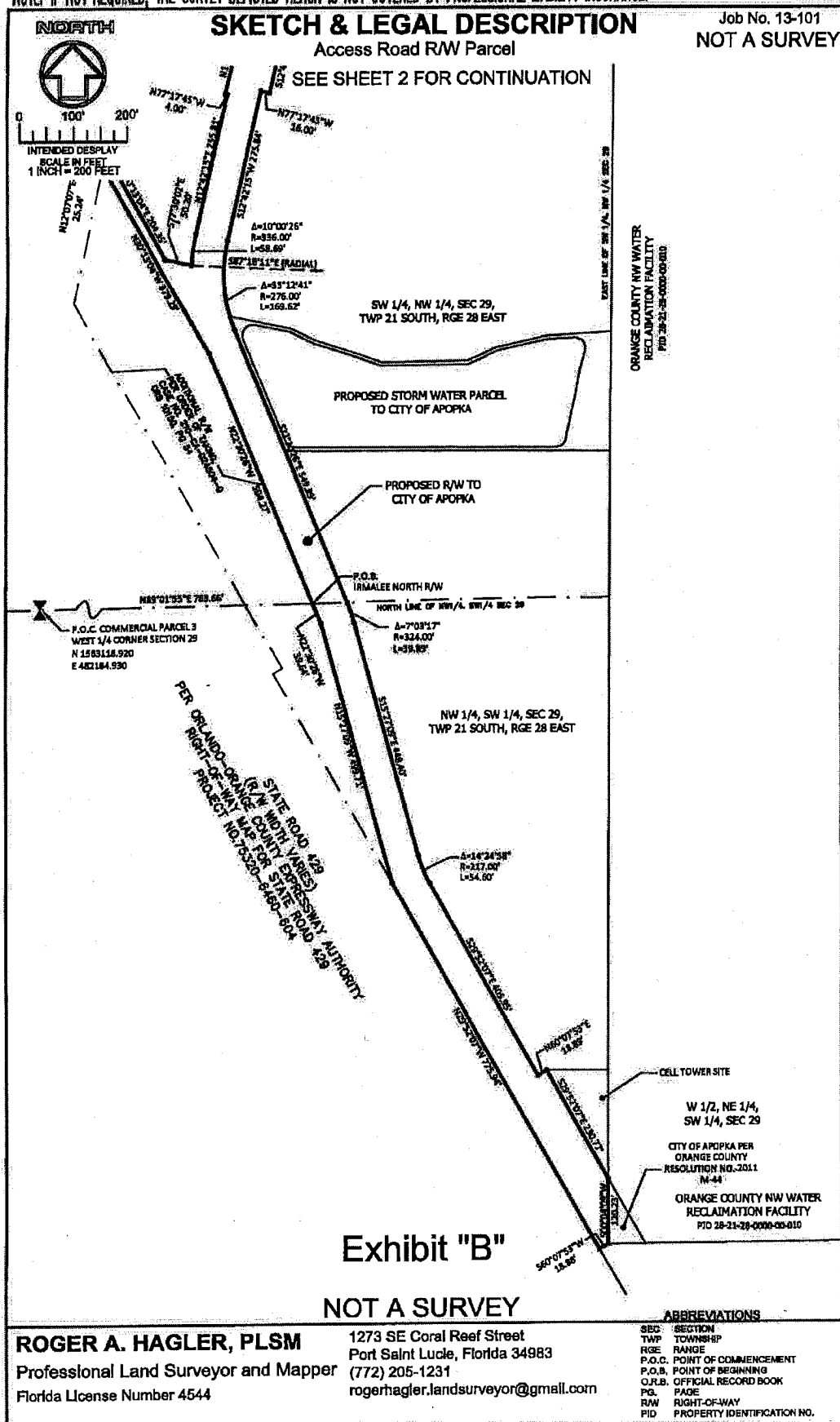


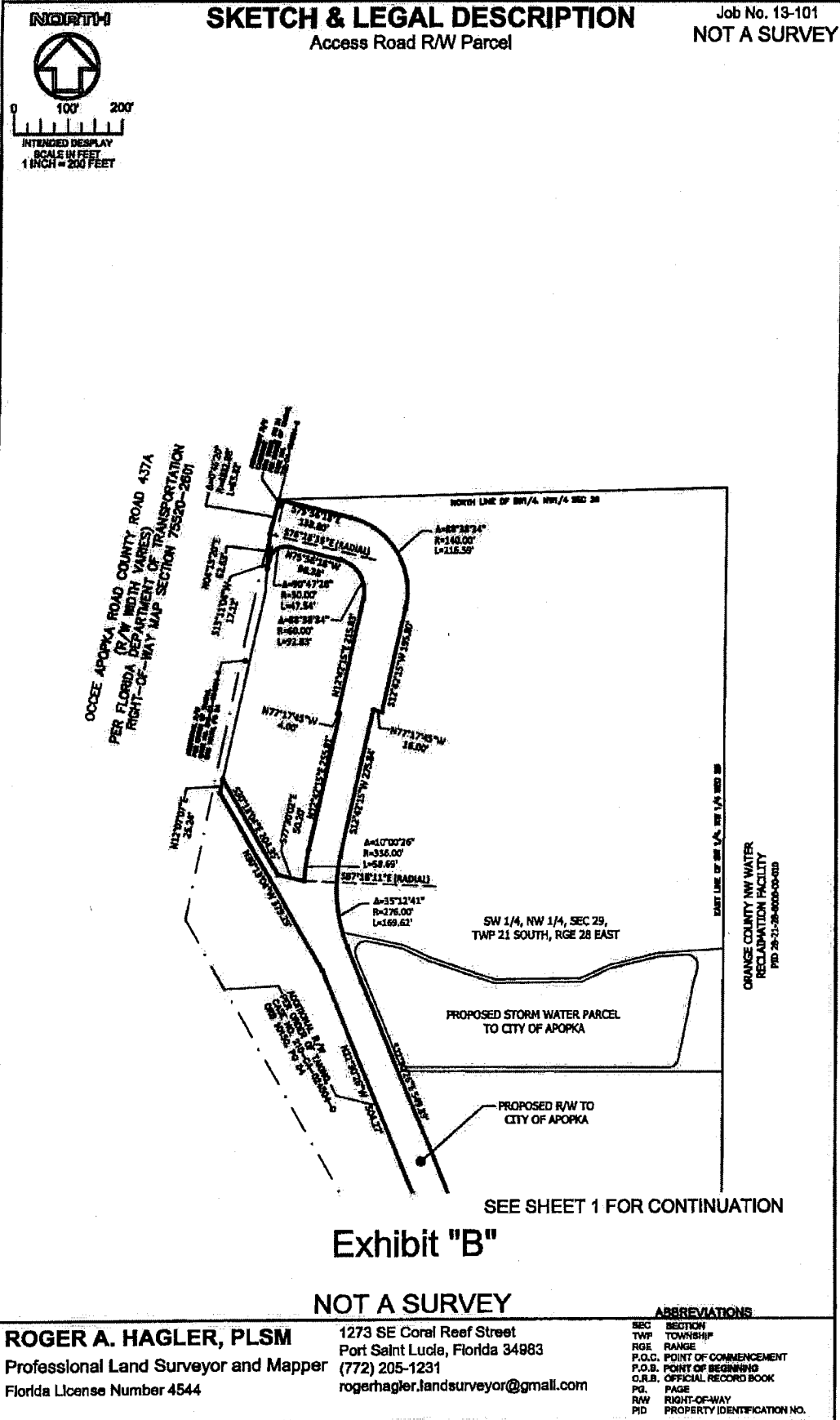
EXHIBIT "B"

**SKETCH OF DESCRIPTION OF RIGHT-OF-WAY PARCEL AND GENERALIZED
LOCATION OF STORMWATER POND PARCEL**

NOTE: IF NOT REQUIRED, THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.



NOTE: IF NOT REQUIRED, THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.



NOTE: IF NOT REQUIRED, THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

SKETCH & LEGAL DESCRIPTION

Job No. 13-101

Access Road R/W Parcel

LEGAL DESCRIPTION: Access Road R/W Parcel

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 29, SAID POINT HAVING A COORDINATE OF NORTH 1563118.920 AND EAST 482184.930; THENCE RUN NORTH 89°01'55" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 763.66 FEET TO THE POINT-OF-BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED, SAID POINT-OF-BEGINNING BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN TAKING OF LIMITED ACCESS RIGHT-OF-WAY FOR STATE ROAD 429, PER ORDER OF TAKING, IN CASE NO. 2010-CA-024504-0, ORANGE COUNTY, FLORIDA, RECORDED IN OFFICIAL RECORD BOOK 10150 AT PAGE 54 OF THE PUBLIC RECORDS OF SAID ORANGE COUNTY;

THENCE FROM SAID POINT-OF-BEGINNING RUN ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING COURSES AND DISTANCES, FIRST N22°30'26"W, A DISTANCE OF 504.27 FEET; THENCE N30°13'04"W, A DISTANCE OF 378.28 FEET; THENCE N12°07'07"E, A DISTANCE OF 25.24 FEET; THENCE DEPART SAID RIGHT-OF-WAY LINE, S30°13'04"E, A DISTANCE OF 204.35 FEET; THENCE S77°30'02"E, A DISTANCE OF 50.20 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 336.00 FEET AND FROM WHICH A RADIAL LINE BEARS S87°18'11"E; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'28", A DISTANCE OF 58.89 FEET TO THE END OF SAID CURVE; THENCE N12°42'15"E, A DISTANCE OF 255.61 FEET; THENCE N77°17'45"W, A DISTANCE OF 4.00 FEET; THENCE N12°42'15"E, A DISTANCE OF 215.83 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°38'33", A DISTANCE OF 12.43 FEET TO THE END OF SAID CURVE; THENCE N75°58'18"W, A DISTANCE OF 98.38 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°47'28", A DISTANCE OF 47.54 FEET TO THE END OF SAID CURVE; THENCE S13°11'04"W, A DISTANCE OF 17.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF OCCEE APOPKA ROAD, RECORDED IN SAID OFFICIAL RECORD BOOK 10150, PAGE 54; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING COURSES AND DISTANCES, FIRST N04°13'20"E, A DISTANCE OF 62.83 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 4882.88 FEET AND FROM WHICH A RADIAL LINE BEARS S76°18'39"E; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°06'20", A DISTANCE OF 65.81 FEET; THENCE DEPART SAID RIGHT-OF-WAY LINE, S75°58'18"E, A DISTANCE OF 138.80 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°38'33", A DISTANCE OF 216.59 FEET TO THE END OF SAID CURVE; THENCE S12°42'15"W, A DISTANCE OF 195.80 FEET; THENCE N77°17'45"W, A DISTANCE OF 16.00 FEET; THENCE S12°42'15"W, A DISTANCE OF 275.84 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 278.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°12'41", A DISTANCE OF 169.82 FEET TO THE END OF SAID CURVE; THENCE S22°30'26"E, A DISTANCE OF 548.89 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 324.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°03'17", A DISTANCE OF 39.89 FEET TO THE END OF SAID CURVE; THENCE S15°27'09"E, A DISTANCE OF 448.40 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 217.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°24'58", A DISTANCE OF 54.60 FEET TO THE END OF SAID CURVE; THENCE S29°52'07"E, A DISTANCE OF 405.95 FEET; THENCE N60°07'53"E, A DISTANCE OF 18.89 FEET; THENCE S29°52'07"E, A DISTANCE OF 230.77 FEET; THENCE S00°04'09"W, A DISTANCE OF 120.23 FEET; THENCE S60°07'53"W, A DISTANCE OF 18.88 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 429 PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP FOR STATE ROAD 429 PROJECT NO. 75320-6480-604; THENCE ALONG SAID RIGHT-OF-WAY LINE, N29°52'07"W, A DISTANCE OF 775.94 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE RECORDED IN 10150, PAGE 54; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING COURSES AND DISTANCES, FIRST N15°27'09"W, A DISTANCE OF 499.71 FEET; THENCE N22°30'26"W, A DISTANCE OF 39.84 FEET BACK TO THE POINT-OF-BEGINNING.

CONTAINING 188,595.95 SQUARE FEET OR 4.331 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION COORDINATES AND BEARINGS ARE FLORIDA STATE PLANE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83).

NOTES:

1. This document is electronically certified pursuant to Chapter 5J-17.062, Florida Administrative Code. Unless the electronically certified stamp appears, printed copies are not valid without the signature and original raised seal of the signing Professional Surveyor and Mapper.
2. Description is not valid without sketch.

Exhibit "B"
NOT A SURVEY

ROGER A. HAGLER, PLSM
Professional Land Surveyor and Mapper
Florida License Number 4544
Signature date: 4-06-2018


1273 SE Coral Reef Street
Port Saint Lucie, Florida 34983
(772) 205-1231
rogerhagler.landsurveyor@gmail.com

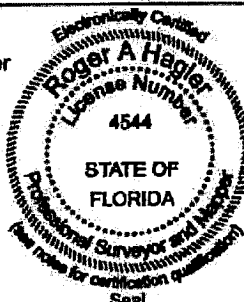
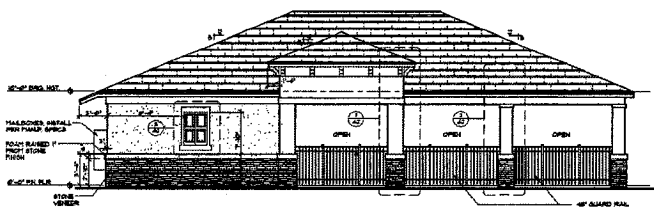
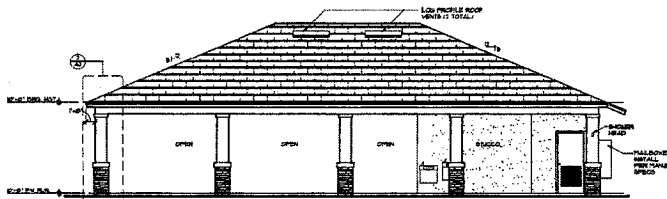


EXHIBIT "C"

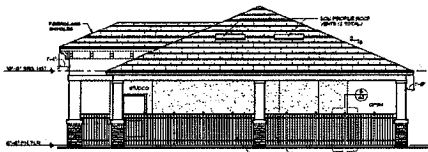
TRACT N-1 IMPROVEMENTS



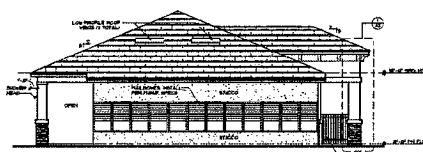
FRONT ELEVATION



REAR ELEVATION

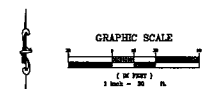
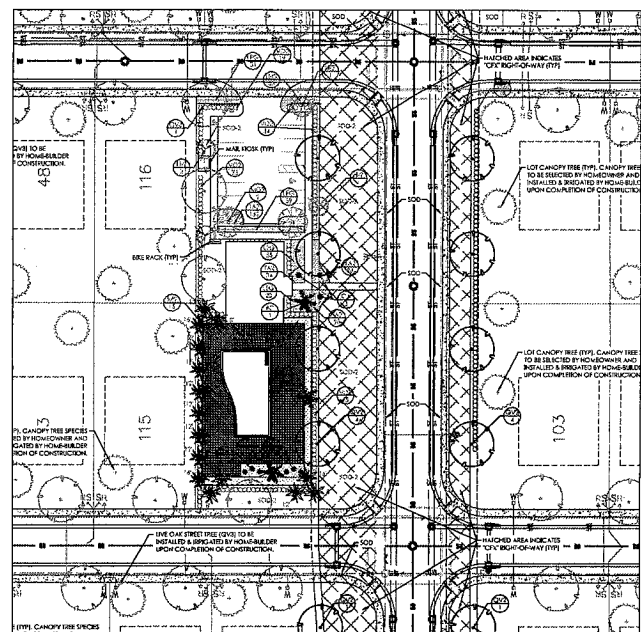


RIGHT ELEVATION



LEFT ELEVATION

POOL & CABANA LANDSCAPE DETAIL



POOL & CABANA LANDSCAPE PLAN

LANDSCAPE & IRRIGATION DESIGN

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

SIGNATURE _____ REG. NO. _____ DATE _____



SCHWEIZER
BOCK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 94280 • MIAMI, FLORIDA 33194 • PH. (305) 274-1422
LICENSE NO. C712000467 • C135045@SCHWABERNOJACK.COM

OAK POINTE SOUTH DUB WATERS PAN
555 W MCCORMICK ROAD - CITY OF ASOKA F 33203

5/07/18
 * DRAWN BY: KB
 L-11

EXHIBIT "D"

TRACT K-6 IMPROVEMENTS

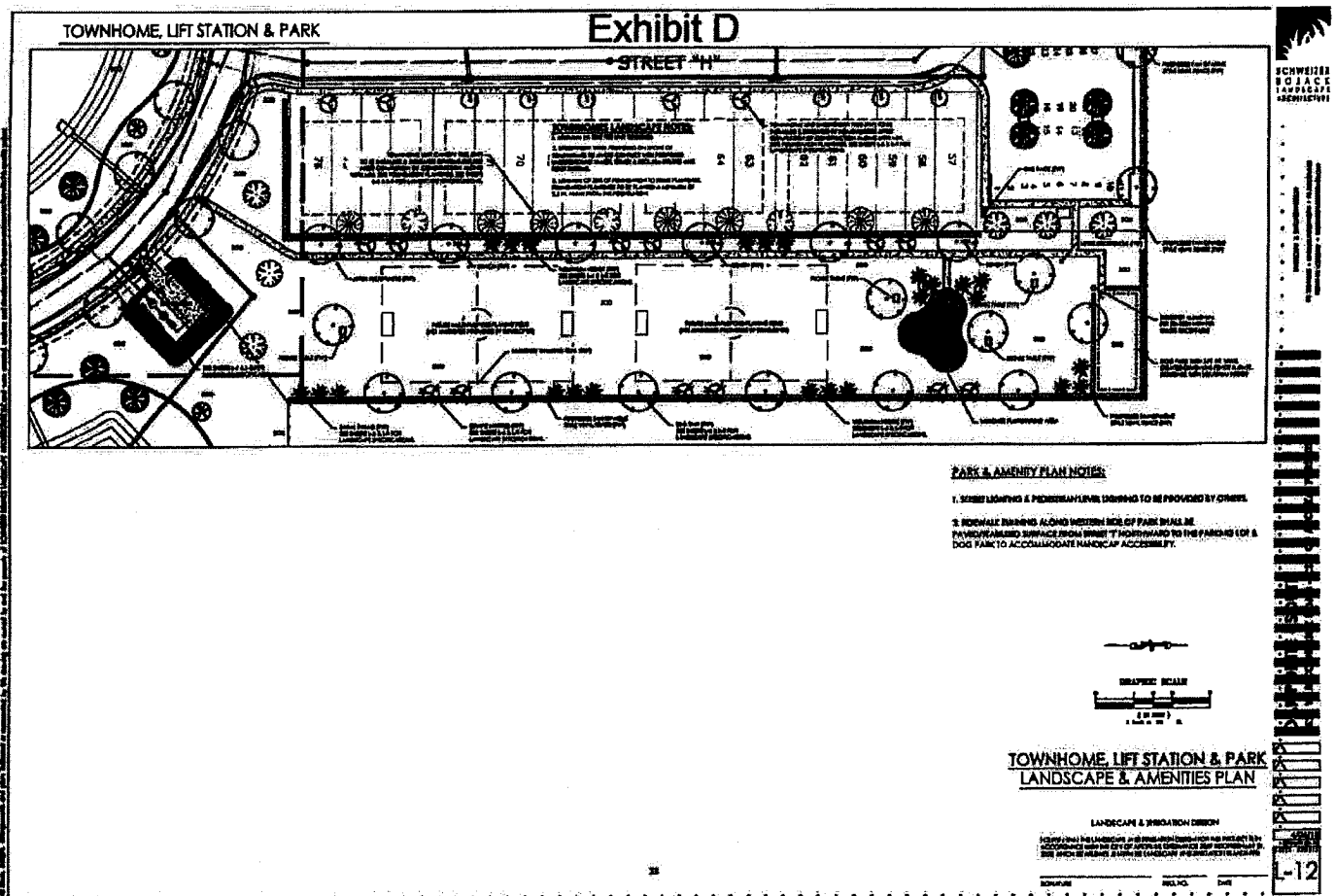


EXHIBIT "E"

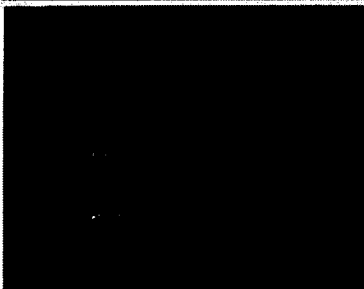
TRACT K-6 IMPROVEMENTS

Exhibit E

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



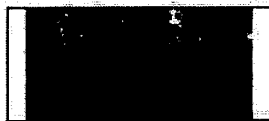
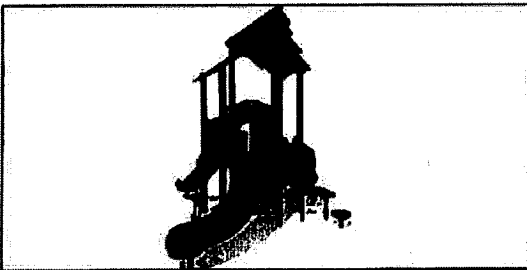
B ARLINGTON SERIES BENCH WITH ARMREST
Model LF9106, by Gameline



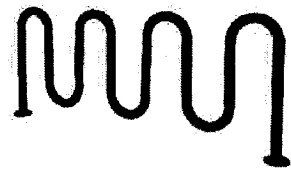
C ARLINGTON SERIES LITTER RECEPTACLE
Model UL1310 - 24" x 30", by Gameline

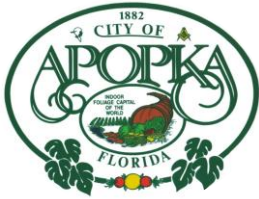


D CANYON CABIN PLAYGROUND
Model PS14010, by PowerScope



E LOOP BICYCLE RACK
Model 7700, by Gameline





CITY OF APOPKA PLANNING COMMISSION

☒ PUBLIC HEARING
☐ SITE PLAN
☐ SPECIAL REPORTS
☒ OTHER: Special Exception

MEETING OF: August 13, 2019
FROM: Community Development
EXHIBITS: Vicinity Map
Site Plan

SUBJECT: GRACE GOSPEL CHURCH – SPECIAL EXCEPTION

REQUEST: APPROVE A SPECIAL EXCEPTION TO ALLOW THE EXPANSION OF
A PLACE OF WORSHIP IN THE MU-D (MIXED-USE DOWNTOWN)
ZONING DISTRICT

SUMMARY:

OWNER: Grace Gospel Church, Inc.
APPLICANT: Greg Elmquist
LOCATION: 423 E. 6th Street
PARCEL ID NUMBER: 10-21-28-0000-00-052
EXISTING USE: Place of worship (approx. 3,500 sq. ft. building)
FLUM DESIGNATION: Low Density Residential (0-5 du/ac)
CURRENT ZONING: MU-D (Mixed-Use Downtown)
PROPOSED DEVELOPMENT: Expansion of place of worship (approx. 3,500 sq. ft.) to allow the
construction of a 5,000 square foot fellowship hall for a total of
8,500 sq. ft. combined.
TRACT SIZE: 2.32 +/- acres
APPLICABLE LDC: 2019 Land Development Code

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North	Commercial	MU-D (Mixed-Use Downtown)	Single-family residence, place of worship (Unity Missionary Baptist Church)
East	Low Density Residential (0-5du/ac)	MU-D (Mixed-Use Downtown)	Single-family residences
South	Low Density Residential (0-5 du/ac)	MU-D (Mixed-Use Downtown)	Place of worship (Apopka Church of Christ)
West	Commercial	MU-D (Mixed-Use Downtown)	Vacant

ADDITIONAL COMMENTS: The subject property is located at 423 E. 6th Street and is the site of Grace Gospel Church. A 3,400 square foot place of worship exists on the subject property, which was approved via a Special Exception circa 2000. The church has indicated that they intend to construct a new 5,000 square foot sanctuary building on the property, which requires the expansion of the existing Special Exception on the property. Within the MU-D (Mixed Use Downtown) zoning category, a place of worship is a use that requires an approved Special Exception. According to the applicant, the subject property has been used as a place of worship since May 2000. Typical meeting times are from 10am to noon on Sundays, and from 7pm to 8pm on Wednesdays. With the exception of an occasional visit to the church office by the pastor, the facility is vacant and unused for the remainder of the week.

The property is presently assigned a Future Land Use Designation of “Low Density Residential”. Institutional Uses, of five acres or less, are allowed as a Special Exception in the Comprehensive Plan, per Future Land Use Element, Policy 3.1.e.

Per Land Development Code Section 2.5.1.G.4, the Special Exception is required to be in compliance with the following standards:

- a. Will be consistent with the goals, objectives, and policies of the comprehensive plan;
- b. Will comply with all applicable zoning district standards;
- c. Will comply with all standards in Sec. 4.2.3, Standards Specific to Principal Uses, Standards for Specific Principal Uses;
- d. Will be appropriate for its location and is compatible with the general character of surrounding lands and the uses permitted in the zoning district;
- e. Will be located a minimum of 1,000 feet from any other existing like use in nonresidential districts, and 1,500 feet in residential districts. This distance requirement shall apply whether the existing like use is a permitted "use by right" or a special exception use;
- f. Will adequately screen, buffer, or otherwise minimize adverse visual impacts on adjacent lands;
- g. Will ensure that no site lighting source shall negatively impact adjacent properties and rights-of-way;

- h. Will maintain safe and convenient ingress and egress and traffic flow onto and through the site by vehicles and pedestrians, and safe road conditions around the site;
- i. Will avoid significant adverse odor, noise, glare, and vibration impacts on surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements;
- j. Will not have an adverse impact on land values and the ability of neighboring lands to develop uses permitted in the zoning district;
- k. Will avoid significant deterioration of water and air resources, scenic resources, and other natural resources;
- l. Will not overburden existing public facilities and services, including, but not limited to, streets and other transportation facilities, schools, potable water facilities, sewage disposal, stormwater management, and police and fire protection facilities; and
- m. Will comply with all other relevant City, State, and federal laws and regulations.

The proposed expansion of the place of worship is in compliance with all above referenced standards except for (e), which requires a proposed Special Exception use to be at least 1,000 feet from an existing like use. This distance requirement shall apply whether the existing like use is a permitted "use by right" or a Special Exception use. Directly to the south and north of the subject property, there are places of worship located on each property. According the Orange County Property Appraisers database, there are eight places of worship within a 1,000-foot radius of the subject property. The proposed Special Exception does not propose a new place of worship use on the subject property, but rather an expansion of an existing Special Exception use for a place of worship use that has been located on the subject property since circa 2000. The expansion of the place of worship is appropriate for its location and is compatible with the general character of surrounding lands and the uses permitted in the zoning district.

In accordance with LDC Section 2.5.1.G.3.b, a required community meeting was held on July 16, 2019. Meeting minutes and a copy of the sign-in sheet are provided as an exhibit to this staff report.

Special Exception Conditions of Use

- 1. A lighting plan, landscape plan, sign plan, and architectural elevations shall be provided during the Minor Development Plan approval process.
- 2. The proposed building expansion shall be architecturally compatible with the existing building located on site.
- 3. A hedge row measuring at least 4-feet in height at the time of planting shall be located adjacent to the residential property located to the north to mitigate the effects of headlights and noise from cars parked in the row of parking adjacent to the residential property to the north.
- 4. No outdoor activity shall be permitted to occur on site between the hours of 10 pm and 7 am unless authorized by a Special Event permit.
- 5. The special exception applies to a total place of worship not to exceed 8, 500 sq. ft. of building floor area. Further expansion of the buildings for a place of worship, or use of the building for a day care or other use other than a place of worship will constitute a change of use.

DULY ADVERTISED:

August 2, 2019 - Public Hearing Notice

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval for a Special Exception and Special Exception Site Plan to allow the expansion of a place of worship within the MU-D (Mixed Use Downtown) zoning district, subject to the Special Exception Conditions of Use within the staff report.

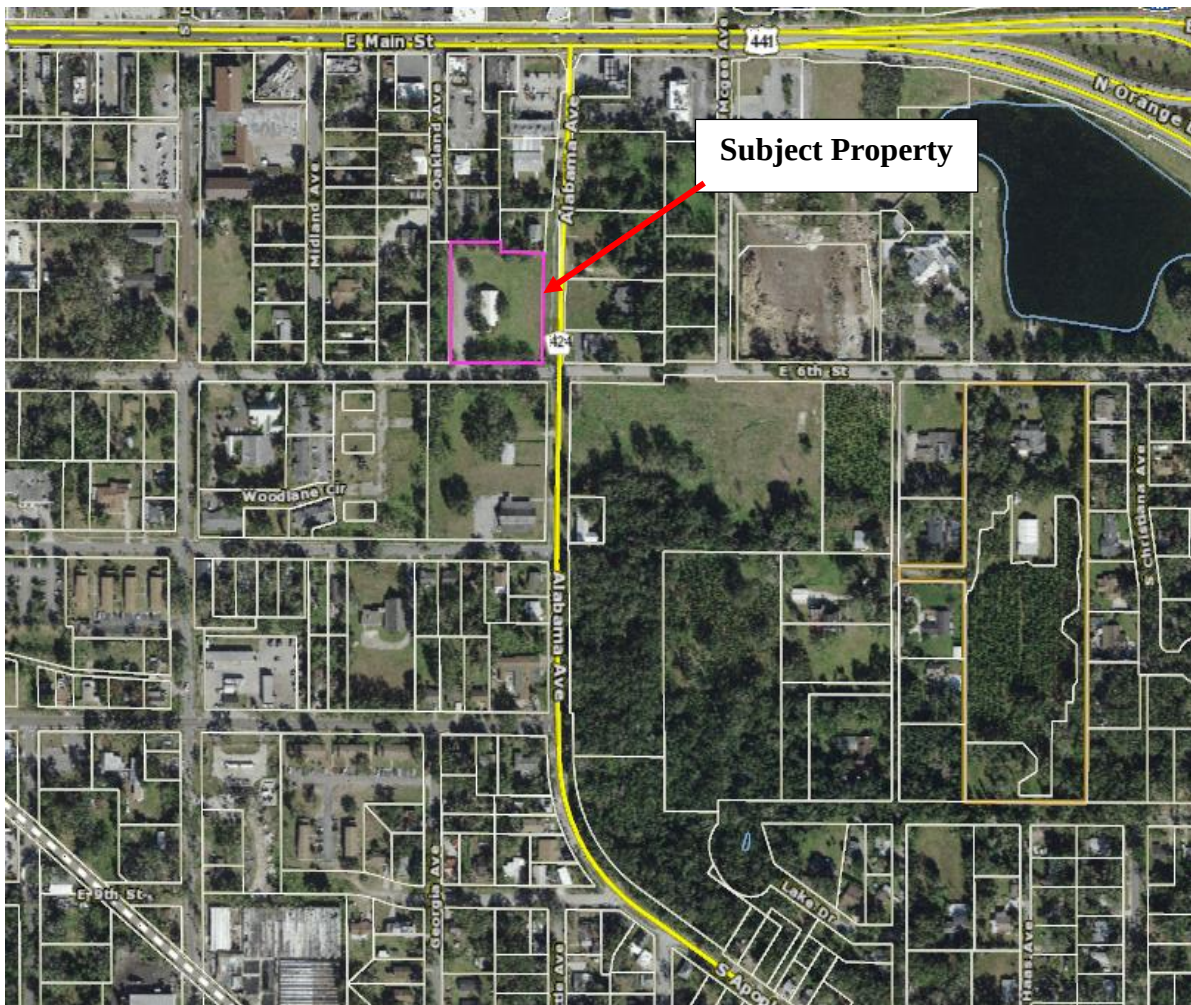
Recommended Motion: Approve a Special Exception to allow the expansion of a place of worship subject to the Special Exception Conditions of Use within the Staff Report.

Planning Commission Role - Pursuant to the City of Apopka Code of Ordinances, Part III, Land Development, Article 2, Section 2.5.1.G.3.k, the Planning Commission has the authority to take final action on a Special Exception application. Therefore, the Planning Commission may approve the application, approve the application with conditions, or deny the application. An applicant may appeal the Planning Commission action to the City Council.

Project: GRACE GOSPEL CHURCH SPECIAL EXCEPTION
Owned by: Grace Gospel Church, Inc.
Location: 423 E. 6th Street
Parcel ID#: 10-21-28-0000-00-052



VICINITY MAP

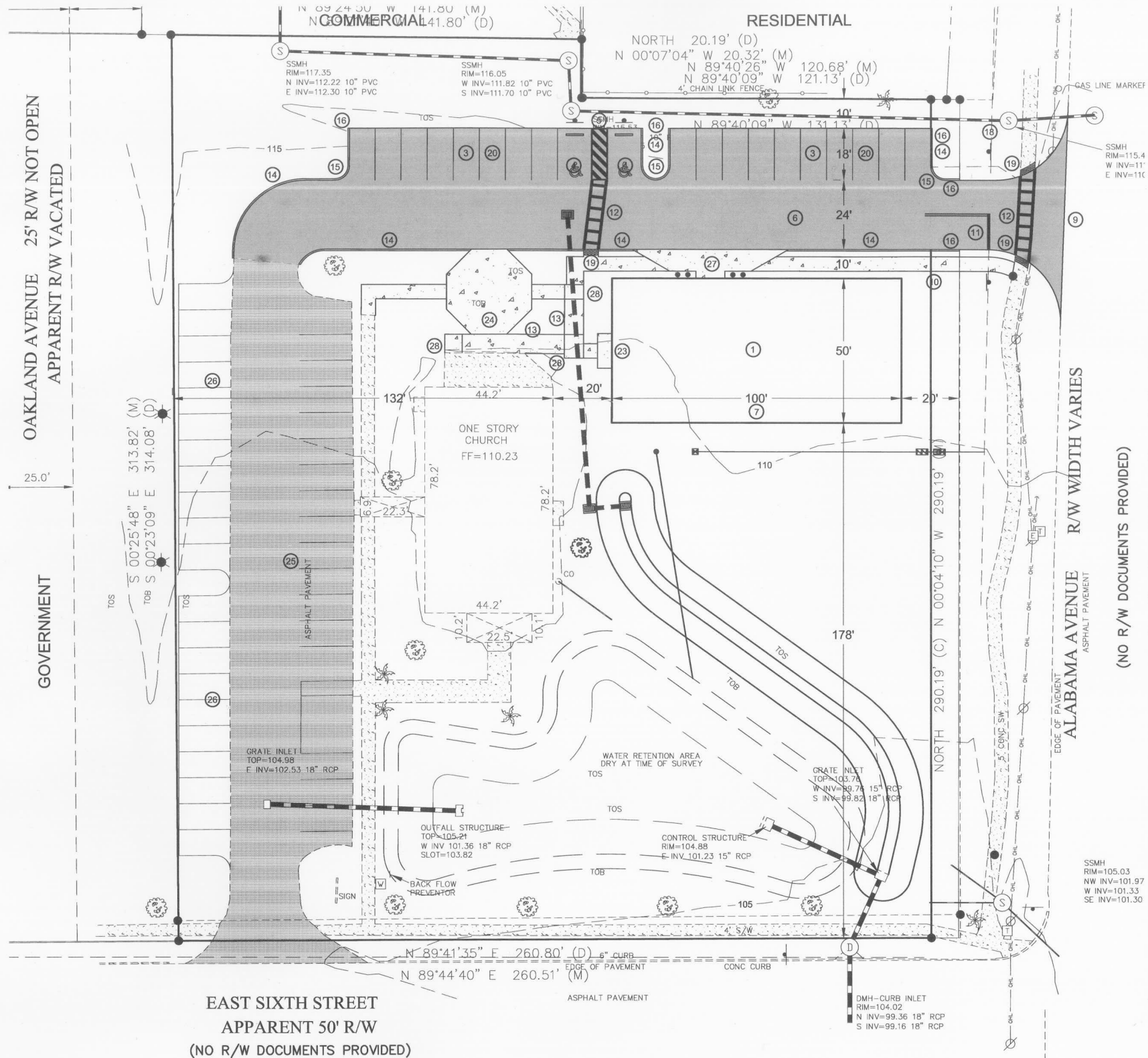


FIRE DEPARTMENT NOTES:

1. ALL ROADWAYS, WATER LINE INFRASTRUCTURE AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.
2. FIRE HYDRANT MUST BE LOCATED WITHIN 250 FEET OF THE BUILDING.
3. FOLLOW FLORIDA STATUTE 633.027 CONCERNING LIGHT FRAME TRUSS CONSTRUCTION.
4. FOLLOW THE FLORIDA FIRE PREVENTION CODE 6TH EDITION.
5. PROVIDE A FIRE LANE AT THE FDC LOCATION.
6. MUST PROVIDE A LOCK BOX NEAR THE FRONT DOOR FD WILL PROVIDE THE INFORMATION TO OWNER.

GENERAL NOTES:

1. FINAL DEVELOPMENT PLANS WILL BE REQUIRED WITH EACH DEVELOPMENT PHASE.
2. BUILDINGS OVER 7,500 SF. OR TWO (2) STORIES IN HEIGHT, SHALL BE EQUIPPED WITH A FULLY AUTOMATIC FIRE SPRINKLER SYSTEM MEETING THE REQUIREMENTS OF NFPA 13 AND APPLICABLE CODE REQUIREMENTS.
3. CONTRACTOR SHALL OBTAIN CITY OF APOPKA APPROVAL FOR EXTERIOR LIGHTING PRIOR TO COMMENCING CONSTRUCTION.
4. CHAIN LINK FENCING IS NOT AN ALLOWABLE FENCING TYPE OR SCREENING MATERIAL.
5. ALL DIMENSIONS MEASURED FROM INSIDE FACE OF CURB UNLESS OTHERWISE NOTED.
6. PERIMETER WALLS SHALL BE DESIGNED BY OTHERS AND SHALL MEET CITY OF APOPKA BUILDING CODE STANDARDS.
7. COORDINATE WITH LANDSCAPE CONTRACTOR TO ENSURE THAT SWALE IS SODDED TO PREVENT SCOURING.
8. MINIMUM GRADE OF SODDED AREAS SHALL BE 1.00% GRADE TO PROVIDE DRAINAGE AWAY FROM ALL STRUCTURES.
9. SIGN DRAWINGS TO BE SUBMITTED BY OTHERS AND SHALL MEET THE CITY OF APOPKA BUILDING CODE STANDARDS.
10. INTENDED USE: CHURCH. NO OUTSIDE STORAGE ALLOWED.
11. FOR TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS (SEE PLAN SHEET 12).
12. THE EXISTING ONE (1) STORY STRUCTURE WILL BE USED AS A COMMUNITY ASSEMBLY BUILDING.
13. USE SHALL BE RESTRICTED TO THOSE OUTLINED IN THE APPLICATION AND ON THE PLANS.
14. PUBLIC ACCESS, DRAINAGE, ROADWAY IMPROVEMENTS, AND CONCURRENCY MANAGEMENT SHALL BE DETERMINED BY THE COMMUNITY DEVELOPMENT DEPARTMENT.
15. SITE LIGHTING SHALL BE IN ACCORDANCE WITH CITY OF APOPKA LAND DEVELOPMENT CODE (SEE PLAN SHEET 14).
16. LANDSCAPING SHALL BE IN ACCORDANCE WITH CITY OF APOPKA LAND DEVELOPMENT CODE (SEE PLAN SHEET 14).
17. GRASS PARKING IS CONSIDERED TEMPORARY. IF SOIL EROSION PROBLEMS EMERGE, OR GRASS CANNOT BE SUSTAINED BECAUSE OF FREQUENT PARKING, THEN GRASS PARKING SHALL BE PAVED IF REQUIRED BY THE CITY OF APOPKA.
18. HANDICAPPED SPACES MUST MEET THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE APPROPRIATE FLORIDA BUILDING CODE (SEE PLAN SHEET 7).



CONSTRUCTION NOTES:

1. CONSTRUCT ONE (1) STORY BUILDING. SEE ARCHITECTURAL PLANS FOR DIMENSIONS.
2. RIBBON CURB 12" WIDE X 8" DEEP (SEE PLAN SHEET 7).
3. STRIPE THE PROPOSED REGULAR PARKING SPACES PER THE MANUAL ENTITLED "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD).
4. STRIPE AND SIGN THE PROPOSED HANDICAPPED PARKING SPACES PER THE DOCUMENTS ENTITLED "AMERICANS WITH DISABILITIES ACT" (A.D.A. AND THE "MUTCD").
5. FTP-25 STANDARD HANDICAPPED PARKING SIGN AND POST.
6. CONSTRUCT 1 1/2" ASPHALTIC CONCRETE, 6" LIMEROCK AND 8" STABILIZED SUB-GRADE. REFER TO PLAN (SHEET 6 FOR CONSTRUCTION DETAIL).
7. INSTALL DOWNSPOUT WITH CONCRETE SPLASH BLOCKS TO DRAIN TO RETENTION PONDS (SEE PLAN SHEET 7).
8. ALL GREEN AREAS TO BE SODDED AND/OR LANDSCAPED AS SHOWN ON LANDSCAPE PLAN (SEE PLAN SHEET 14).
9. MATCH EDGE OF EXISTING PAVEMENT WITH SAW CUT.
10. CONSTRUCT 5'-0" WIDE CONCRETE SIDEWALK.
11. CONSTRUCT 24" WIDE STOP BAR AND STOP SIGN (SEE PLAN SHEET 6).
12. CONSTRUCT PAINTED CROSSWALK PER FDOT STANDARD INDEX 17346.
13. ADA CURB RAMPS PER FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX 304, LATEST EDITION.
14. CONSTRUCT STANDARD FDOT TYPE "D" CURB PER FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX 300, LATEST EDITION (SEE PLAN SHEET 6).
15. ALL CURB RADII ARE 4'-6" AS MEASURED FROM THE INSIDE FACE OF CURB UNLESS OTHERWISE NOTED.
16. 3" CONCRETE CURB TAPER (SEE PLAN SHEET 6).
17. 3" X 3' X 4" THICK CONCRETE A/C PAD.
18. INSTALL "10 MPH SPEED LIMIT" SIGN.
19. INSTALL DETECTABLE WARNINGS PER FDOT INDEX 304.
20. INSTALL PAVED PARKING SPACES (9' X 18' MIN).
21. INSTALL SWALES (18" DEEP WITH 3% SLOPE TO DRAINAGE).
22. DIRECTIONAL ARROWS PER FDOT INDEX 17346.
23. MAIN ENTRANCE.
24. 4" THICK CONCRETE (2,500 PSI).
25. EXISTING PAVEMENT (TO REMAIN).
26. EXISTING GRASS PARKING.
27. 6" THICK CONCRETE (3,000 PSI).
28. SEE PLAN SHEET 13 FOR RAMPS.

LEGEND

CONCRETE
ASPHALT

SPECIAL EXCEPTION SITE DEVELOPMENT PLAN THIS FINAL SITE DEVELOPMENT IS FOR THE NEW BUILDING, PAVEMENT, UTILITIES AND DRIVEWAY CONSTRUCTION (PHASE II).

PROJECT UPDATE: 06/13/19

48 HOURS BEFORE DIGGING
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE ONE CALL
OF FLORIDA, INC.

6/24/18
Kenneth H. Ehlers
KENNETH H. EHLERS, FL PE #18243

KENNETH H. EHLERS, P.E.
CONSULTING ENGINEER

6034 FALCONBRIDGE PLACE
MOUNT DORA, FLORIDA 32757
TEL 1-407-448-3412
Fax 1-352-383-2537

SPECIAL EXCEPTION SITE DEVELOPMENT PLAN

GRACE GOSPEL CHURCH
MR. GREG ELMQUIST, PASTOR
PARCEL ID #10-21-28-0000-00-052
423 EAST 6TH STREET
APOPKA, FLORIDA 32703

DRAWING NO.

1

JOB NO. 050219

Grace Gospel Church

423 E. 6th St., Apopka, FL 32703

[illegible]

Meeting Minutes Grace Gospel Church

Call to order

A meeting of the Special Exception and Review of Building Plans was held for Apopka neighbors and residents at 423 E. 6th St., Apopka, FL on July 16, 2019, 7:00 pm.

Attendees

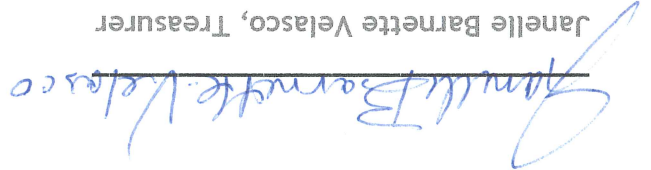
Attendees: Greg Elmquist, Tricia Elmquist, Brian Olson, Janelle Barnette (all members of Grace Gospel Church).

See Attached sign in sheet.

Purpose

To review architectural plans and answer any questions from the Apopka residents. The church was opened at 6:30 pm and meeting began at 7 pm. No residents or neighbors from Apopka attended the meeting.

The meeting was adjourned at 7:50 pm.


Janelle Barnette Velasco, Treasurer

Grace Gospel Church

Date: 7-16-19



Tricia Elmquist <triciaelmquist1@gmail.com>

For the Record / SPEX 1901

2 messages

Fri, Jul 12, 2019 at 12:45 PM

Tricia Elmquist <triciaelmquist1@gmail.com>
To: hhowell@apopka.net, cooperdat@aol.com, dmoon@apopka.net
Bcc: Greg Elmquist <gregeelmquist54@gmail.com>, telmquist1@cfl.rr.com

Grace Gospel Church has met on the property at 423 East Sixth Street in Apopka since May 2000. Our typical meeting times are from 10 AM to noon on Sunday, and 7 PM to 8 PM on Wednesday. With the exception of an occasional visit to his office from the pastor, this facility is vacant and unused the remainder of the week. We have no intention of changing this schedule. We have never had, nor do we intend to have, a child daycare at our facility. We have never had, nor do we intend to have, any music other than the traditional piano accompaniment hymns we have been singing for the past 20 years. We have never had, nor did we intend to have, any after-school youth programs at our facility. Our commitment for the future is to maintain the appearance of our property and the quiet, respectful behavior to our neighbors that we have demonstrated for the past 20 years.

Respectfully,

Greg Elmquist, Pastor

Tricia Elmquist <triciaelmquist1@gmail.com>
To: kroberson@apopka.net

[Quoted text hidden]

Fri, Jul 12, 2019 at 12:55 PM