#### **NOTICE OF PUBLIC MEETING**

September 22, 2020- 6:30 PM

## CITY OF BELLE ISLE PLANNING AND ZONING BOARD REGULAR SESSION

- 1. Call to Order, Confirmation of Quorum
- 2. Invocation and Pledge to the Flag Board member Thompson District 6
- 3. Public Hearing Case #2020-08-006 (Continued) Pursuant to Belle Isle Code Sec. 48-33 the Board shall consider and take action on a requested variance from Sec. 48-32 (A) (1) and Sec. 48-34 to allow an expansion of the dock to extend the roof of an existing nonconforming dock, allow replacement of pilings and decking on the nonconforming dock, and allow a variance from the required side setback for the existing dock, submitted by applicant Jeffrey Giles, located at 5842 Cove Drive, Belle Isle, FL 32812 also known as Parcel Number 20-23-30-1660-00-090
- 4. Public Hearing Case #2020-06-050 (Continued) Pursuant to Belle Isle Code Sec. 42-64 the Board shall consider and take action on a requested variance from Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance from Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance from Sec. 50-73 (d) (1), Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008
- 5. Public Hearing Case #2020-06-061 (Continued) Proposed Development Site Plan. Pursuant to Belle Isle Code Sec. 54-79 (f) (4), the Board shall review and take action on the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, Fl 32812, also known as Parcel # 17-23-30-0000-00-008
- 6. PUBLIC HEARING CASE #2020-09-007 PURSUANT TO BELLE ISLE CODE SEC. 42-63 AND SEC. 54-84 (D) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021
- 7. Other Business
- 8. Adjournment

You are invited to a Zoom webinar.

When: Sep 22, 2020 06:30 PM Eastern Time (US and Canada)

Topic: Planning & Zoning Board

Please click the link below to join the webinar:

https://us02web.zoom.us/j/81264896578?pwd=K1JOT24rczhhZXIvOGN4bkErVkNPdz09 - Passcode: 151859

Or Telephone: Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 812 6489 6578

Passcode: 151859

Should any person decide to appeal any decision made regarding any matter considered at this meeting such person may need to ensure that a verbatim record of the proceedings is made to include testimony and evidence upon which the appeal is to be based, Persons with disabilities needing assistance to participate in these proceedings should contact the City Clerk at 407-851-7730 at least 24 hours in advance of the meeting.

City of Belle Isle - Planning and Zoning Board Regular Session September 22, 2020

#### ITEM 3 M E M O R A N D U M

TO: Planning and Zoning Board

DATE: September 22, 2020

Public Hearing Case #2020-08-006 - Pursuant to Belle Isle Code Sec. 48-33 the Board shall consider and take action on a requested variance from Sec. 48-32 (A) (1) and Sec. 48-34 to allow an expansion of the dock to extend the roof of an existing nonconforming dock, allow replacement of pilings and decking on the nonconforming dock, and allow a variance from the required side setback for the existing dock, submitted by applicant Jeffrey Giles, located at 5842 Cove Drive, Belle Isle, FL 32812 also known as Parcel Number 20-23-30-1660-00-090

#### Background:

- 1. On June 10, 2020, Jeffrey Giles submitted a request, application, and required paperwork.
- 2. A Notice of Public Hearing legal advertisement was placed in the Saturday, August 15, 2020, Orlando Sentinel.
- 3. Letters to the abutting property owners within 300 feet of the subject property were mailed on Thursday, August 13, 2020
- 4. At the August 25, 2020 meeting the Board continued the Public Hearing of Case No, 2020-08-006 to September 22, 2020.

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings-of-fact that are presented at the public hearing. The Board will need to determine if the criteria set forth in Chapter 42, Article III, Section 42-64(1) of the Land Development Code have been met, and approve, approve with conditions, or deny this request.

#### **SAMPLE MOTION TO APPROVE:**

"I move, pursuant to Belle Isle Code Sec. 48-33, the criteria of Section 48-32 (A) (1) and Sec. 48-34 of the Belle Isle Land Development Code having been met **TO APPROVE** an expansion of the dock to extend the roof of an existing nonconforming dock, allow replacement of pilings and decking on the nonconforming dock, and allow a variance from the required side setback for the existing dock, submitted by applicant Jeffrey Giles, located at 5842 Cove Drive, Belle Isle, FL 32812 also known as Parcel Number 20-23-30-1660-00-090

#### SAMPLE MOTION TO DENY:

"I move, pursuant to Belle Isle Code Sec. 48-33, the justifying criteria of the Belle Isle Land Development Code, having NOT been met; [use only if NONE of the justifying criteria have been met] the requirements of Section 48-32 (A) (1) and Sec. 48-34, Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] having NOT been met; [may be used in addition to above or alone] TO DENY an expansion of the dock to extend the roof of an existing nonconforming dock, allow replacement of pilings and decking on the nonconforming dock, and allow a variance from the required side setback for the existing dock, submitted by applicant Jeffrey Giles, located at 5842 Cove Drive, Belle Isle, FL 32812 also known as Parcel Number 20-23-30-1660-00-090

**SUBSECTION (D),** a literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.

**SUBSECTION (E)**, personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Code or for the purpose of obtaining a variance.

**SUBSECTION** (F), the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

**SUBSECTION (G)**, the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.



#### **September 14, 2020**

Variance Application: 5842 COVE DRIVE (CONTINUED FROM AUGUST 25, 2020)

Applicant Request: Pursuant to belle Isle code sec. 48-33 the board shall consider and take action on a requested variance from sec. 48-32 (a) (1) and sec. 48-34 to allow an expansion of the dock to extend the roof of an existing nonconforming dock, allow replacement of pilings and decking on the nonconforming dock, and allow a variance from the required side setback for the existing dock, submitted by applicant Jeffrey Giles, located at 5842 cove drive, belle isle, fl 32812 also known as parcel number 20-23-30-1660-00-090.

Zoning/ Existing Use: R-1-AA/ Single-family Residence

#### **Review Comments**

Just prior to the August 25, 2020 Planning and Zoning Board meeting, the City received new information on the actual built condition of the property. This information is detailed in the attached memo from Bob Francis, City Manager. Staff provides an evaluation on the variance criteria for the application below, revised from the August staff report, based on the new information received.

This application filed seeks a variance from the Code regarding meeting the minimum side setback for docks, repairing pilings/decking, and extending the roof of a nonconforming existing dock. The repair work and roof extension were completed prior to seeking these variance requests as well as prior to seeking a building permit for the work.

The property is currently developed with a primary single-family home and has an existing dock. The dock was built prior to the current code that requires a five-foot side yard setback.

Property Appraiser aerials reveal that between 2017 and 2018, a new roof was put on the dock that enlarged the roof over what was previously there. Pictures provided to the City reveal several new pilings being installed more recently (please see the pictures attached in Mr. Francis' memo).

Both a new roof that changed the original design and new pilings requires full dock permit review with plans. Sec. 48-34 of the Code prohibits changes such as these on a non-conforming dock unless it comes into conformity with current City regulations through a new permit application or the City's determination that the modifications decrease the nonconformity.

Sec. 48-33 (b) states that the board shall not approve an application for a dock variance unless and until each of the following criteria have been met:

(1) The dock shall not create conditions hazardous to navigation nor any safety hazards;

- (2) The location and placement of the dock shall be compatible with other docks in the area, and the NHWC of the lake;
- (3) The current level of the lake shall not be a factor in deciding whether to approve or deny a variance;
- (4) The application does not confer a special benefit to the landowner over and above the adjoining landowners and does not interfere with the rights of the adjoining property owner to enjoy reasonable use of their property; and
- (5) The requirements of subsection 42-64(1), except for subsection 42-64 (1) d.

#### **Staff Recommendations**

Staff provides an evaluation based on the dock variance criteria for the application below.

- (1) The dock does create safety hazards as it is currently constructed. It is identified in the memo from Mr. Francis referenced above, that the roof of the dock comes into contact with the dock roof of the abutting property. This is an intrusion on the abutting owner's property. Anything that may happen on the dock could affect the neighbor's dock.
- (2) The location and placement of the dock are not compatible with other docks in the area due to the fact that it is coming into contact with the abutting property's dock. It is not meeting any reasonable or perceived setback.
- (3) The current level of the lake is not a factor in request of the variance as it is not seeking to augment the lake level or gain additional dock length based on lake level.
- (4) The application confers a special benefit to the landowner over and above the adjoining landowners and interferes with the rights of the adjoining property owner to enjoy reasonable use of their property as identified in (1) and (2) above.
- (5) The requirements of subsection 42-64(1), except for subsection 42-64(1)d are not met:
  - a) Special Conditions and/ or Circumstances (Section 42-64 (1) d): Per Sec. 48-33 (b) (5), this criterion is not applicable to consideration of a dock variance.
  - **b)** Not Self- Created (Section 42-64 (1) e):

The request for a variance is a self-created situation, as the property owner has added on to the subject dock that, by the evidence provided in Mr. Francis' memo, clearly violate the Code and criteria established for a variance.

c) Minimum Possible Variance (Section 42-64 (1) f):

The requested variance is not the minimum possible variance to make reasonable use of the land and building as what has been built on the site does not match the proposed repairs and roof addition identified in the original variance application. What is built, exceeds any minimum variance request.

**d)** Purpose and Intent (Section 42-64 (1) g):

The requested variance, and the actual built dock, could not be construed to be in harmony with the general purpose and intent of the land development code, and it is injurious to the neighborhood as the dock comes into contact with the dock roof of the abutting property.

Based on consideration of these review criteria staff **recommends denial** of the requested variance application.

#### **Additional Notes**

Please note that the Board may approve the proposed variance application as it is presented to them, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application, citing which criteria are not met.

A decision by the Board may be appealed by an aggrieved person to the City Council pursuant to Code Sec. 42-71.



### CITY OF BELLE ISLE, FL

1600 NELA AVENUE, BELLE ISLE, FL 32809 \* TEL 407-851-7730

#### **MEMORANDUM**

From the Desk of Bob Francis, City Manager

**To:** April Fisher, City Planner **Date:** September 10, 2020

**Re:** Comments on Public Hearing CASE #2020-08-006

I have the following comments on Case #2020-08-06, 5842 Cove Drive.

The applicant enlarged and extended his dock without a permit. He also replaced the pilings supporting the roof without a permit. The dock is also over the property line and is now in contact with the neighboring boat house. It appears that the applicant also installed lighting and a fountain without an electrical permit. If the fountain is a plug-in fountain and not "hard wired" into electrical system, then the fountain would not need a permit.

According to the OCPA the original; dock was permitted by Orange County in 1996 (Attachment #1) and therefore would be considered a nonconforming "grandfathered" dock which according to the BIMC is <u>"a</u> dock that was duly permitted and authorized by the county when under county jurisdiction, or duly permitted and authorized by the city under and that complied with a previous version of the city's dock regulations, which dock does not conform with the city's current dock regulations under this article, shall be considered a "grandfathered" dock and shall be an authorized legally non-conforming structure." [BIMC Sec. 48-43(c)].

BIMC further states that "Except for maintenance and repair activities allowed by this article, the expansion or modification of a legally non-conforming (or "grandfathered") dock is not permitted except in situations where: (i) the dock is brought into conformance with the then current dock regulations of this article, or (ii) the city determines that the dock will be modified in such a way as to substantially decrease or mitigate the dock's non-conformity with the current dock regulations of this article. [BIMC Sec. 48-43(c)]. The dock does not meet the exception for 1 or 2 of this section.

For maintenance or repair to be done to a non-conforming grandfathered dock, BIMC states "when maintenance and repair of docks involves the repair or replacement of pilings or other portions of the dock at or below the water surface, or of any roofed structure, the permit holder shall submit an application for a permit pursuant to section 48-31 of this article. Maintenance or repair of the deck surface of a dock that does not involve activity at or below the water surface, or of any roofed structure, is allowed without notice or permit, except that all such maintenance and repair activities must maintain the original design and original footprint of the dock and structures located on such dock or associated therewith." [BIMC Sec. 48-34 (b)]

It is clear that this dock had a new roof put on 2018 (Attachment #2 and #3). There is no permit for this roof construction. According to BIMC, a permit would be needed for the roof. Additionally, there is evidence that new pilings were installed (Attachment #4 and #5) and that he enlarged the dock (Attachment #6 and #7) evidenced by the location of the pilings in the both photos.

When the dock pilings were added, the roof was altered so that it now comes in contact with the neighboring boathouse (Attachments #6 and #7). Whether the owner encroached over the property needs to be determined by an independent surveyor; however the owner was required to conform to the BIMC and therefore, should be at least 5 feet off the property line. Additionally as long as the structures are in contact with each other, damage to either structure could occur.

All of these improvements were done without a permit. Also, the City issued the property owner a Notice of Violation on April 20,2020 (Attachment #8) for not having a permit. However, the owner continued to complete the dock without applying for a permit. When the property owner filed for a permit, he listed the cost of the improvements to be \$1,500. Any reasonable person could see that this completed dock is far more than \$1,500 (Attachment #9).

Section 48-35 provides for penalties and enforcement. It is clear that the property owner purposely ignored the NOV issued in April 2020, because he completed the dock and that the information he provided on the permit was not factual for the true cost. It is also clear that he is in violation of the BIMC Section 48-34.

It is my recommendation to the Planning and Zoning Board that they strongly consider the following penalties:

- 1. The owner is subject to remedial action of removing the dock and resubmitting a valid permit according to BIMC Sections 48-31 and 48-32.; or
- 2. The owner must move his dock off the property line to the appropriate 5 foot setback so not to damage the neighboring boathouse.
- 3. If the owner does not remove his dock, then he is fined according to BIMC Section 14-37 (b) which states "if the code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation." There are at four violations (No permits for the roof and for the dock, building after the NOV was issued, and failing to conform to the current code), and fine the property owner \$20,000.

P. 2

# APPLICATION TO CONSTRUCT A BOAT DOCK IN ORANGE COUNTY (See rules and regulations)

FROM EPD 8367499
P. 2
APPLICATION TO CONSTRUCT A BOAT DOCK IN ORANGE COUNTY (See rules and regulations)
A CO
APPLICATION TO CONSTRUCT
A BOAT DOCK IN ORANGE COUNTY
(See rules and regulations)
NAME OF LAKE CON WAY NEWE 86.9 DATE 7-1. 86
DATE 1-11 X
PROPERTY OWNER'S NAME MARK ELLEN BURG
ADDRESS 5842 COVE DR
PHONE: HOME (407) 226-7776 WORK SAME
LEGAL DESCRIPTION OF PROPERTY
APPT TOWNS OF THE STATE OF THE
APPLICANT'S NAME Christopher N Bomp PHONE (35) 383-2531
ADDRESS 6839 OSAGE DR MT. DORA
NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS:
1.
2.
3. NOTARIZED LETTER FROM EACH ADJOINING PROPERTY OWNER
STATING "NO OBJECTIONS."
DISTANCE OF SETBACK FROM PROPERTY LINE OF ADJACENT OWNERS:
1. AB.
BRIEF DESCRIPTION OF WALL
BRIEF DESCRIPTION OF WORK TO BE DONE (DOCK AND SITE PLANS MUST BE ATTACHED IN ACCORDANCE WITH RULES):
THE ROLLS):
2. PT.FOURTO POUR
2. ELECTRIC POWER TO DOCK: YESNO
3. TOTAL AREA OF STRUCTURE: 780 SQ. FT.
50. Fr.
4a. LENGTH EXTENDING LAKEWARD FROM NHWE SHORELINE: 34 FT.
4b. LAKE CONWAY LENGTH EXTENDING LAKEWARD FROM 86.40
5. DEPTH OF WATER ON DATE OF ADDITION
DOCK: 4 FT.
6. HEIGHT OF STRUCTURE ABOVE NHWE CONTOUR: FT.
TYPE OF MATERIALS TO BE USED: PT LUMBER
**PAYMENT OF \$112.00 FEE AND TWO SETS OF PLANS MUST ACCOMPANY THIS
APPLICATION SEND OR DELIVER TO : ENVIRONMENTAL PROTECTION DEPARTMENT, 2002 E. MICHIGAN ST. OPLANDO
DEPARTMENT, 2002 E. MICHIGAN ST., ORLANDO, FL 32806 (407) 836-7400





















## CITY OF BELLE ISLE, FLORIDA

1600 Nela Avenue Belle Isle, Florida 32809 (407) 851-7730 • FAX (407) 240-2222 www.cityofbelleislefl.org

Date: April 29, 2020 Certified Receipt: 7014-1200-0001-6578-0943

## **NOTICE OF VIOLATION**

<u>Property Address:</u> 5842 Cove Drive, Belle Isle FL 32812-2819 <u>Property Owner:</u> Jeffrey and Jennifer L. Giles

Parcel ID: 20-23-30-1660-00-090

## Violation(s)

 Belle Isle Land Development Code Chapter 48, Article II, Sec 48-34(b)- Dock maintenance and repair and minor modifications. Maintenance and repair of docks. When maintenance and repair of docks involves the repair or replacement of pilings or other portions of the dock at or below the water surface, or of any roofed structure, the permit holder shall submit an application for a permit pursuant to section 48-31 of this article.

It has been brought to the City's attention that an existing dock on the property referenced above is being repaired without a permit being issued as required in the Land Development Code Chapter 48, Article II, Sec 48-34(b). Any and all work must stop immediately on the subject dock and the property owner shall submit the required dock permit application required by Land Development Code Chapter 48, Article II, Sec 48-34(b) on the boat dock by the compliance date in order to avoid further code enforcement action.

#### Compliance Date: May 15, 2020

Since the work began prior to submitting the permit application and receiving approval, the permit is considered an "after the fact" permit and will be charged a double the permit fee pursuant to LDC Sec. 48-35(d).

2. Belle Isle Land Development Code Chapter 10, Article V, Sec 10-186(c)- Security requirements. Any excavations, swimming pools or other attractive nuisances must be filled in with dirt or properly enclosed in compliance with all applicable requirements of the City's Code of Ordinances and the Florida Building Code.

It has been brought to the City's attention that an existing swimming pool on the property referenced above is not enclosed as required by Land Development Code Chapter 10, Article V, Sec 10-186(c)-

**Security requirements**, and the Florida Building Code. This must be brought into compliance with applicable permit application(s) submitted for an enclosure in compliance with all applicable requirements of the City's Code of Ordinances and the Florida Building Code, with subsequent installation of the approved enclosure. Typically, enclosures are either fencing or screened enclosures.

Compliance Date: May 15, 2020

#### Dear Property Owner:

The property listed above has been issued a Notice of Violation of one or more City ordinances. Tax records show that you are the owner of record of this property. Florida Statutes state that the property owner is responsible for violations that occur on their property. The violation(s) and date for compliance are stated above and on the attached notice. If the violation(s) are not in compliance by the specified date, it will be necessary to schedule this matter to be heard by the City of Belle Isle Code Enforcement Special Magistrate.

Florida Statute 162.09 states that "fines imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation. If the Special Magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation."

In all cases presented to the Code Enforcement Special Magistrate, the City will request the Special Magistrate impose an administrative cost of \$100.00. It is in your best interest to resolve these violations prior to being summoned to the meeting.

Please contact me with any questions or concerns you may have at 407-851-7730.

Sincerely,

Bob Francis, ICMA-CM City Manager

## **NOTICE OF VIOLATION**

City of Belle Isle, Code Enforcement Division, 1600 Nela Avenue, Belle Isle, FL 32809

ADDRESS: 5842 Cove Drive	
	Vehicle Parking - CC Chap 30, ART III, Sec 30-73 Any motor vehicle when parked in the front yard of a residential property shall be
Belle Isle, FL 32812-2819	parked on the driveway or on a surface specifically prepared for parking. No vehicle shall be permitted to be parked on the right-of-way between the edge of the
N.O.V. ISSUE DATE: 04/29/2020	street and private property lines within residential areas.
COMPLIANCE DATE: 05/15/20	Vehicle Sales - CC Chap 30, ART III, Sec 30-79 No motor vehicle, RV, watercraft or utility trailer shall be parked on any residential
(And must thereafter remain in compliance)	property within the city for the purpose of displaying the vehicle for sale without a permit issued by the city. A city issued "for sale" sign shall be displayed on vehicle
ISSUED BY: Bob Francis, City Manager	being sold.
PHONE #: 407-851-7730	Abandoned/Wrecked/Junked Vehicles - CC Chap 30, ART II, Sec 30-3 No person shall park, store, leave, or permit the parking, storing or leaving of any
Failure to comply with this notice may result in prosecution before	vehicle of any kind which is an abandoned, wrecked, dismantled, partially dismantled, severely rusted, inoperative, derelict or junked condition upon any
the Code Enforcement Special Magistrate.	public or private property withing the city unless enclosed within a building or
	parked inside a carport. No vehicle can be parked or stored without a valid
Landscaping - CC Chap 10, ART V, Sec 10-153(a)(1) The accumulation of rank growth of weeds, grass, invasive species, trees, plants	registration/tag.
or undergrowth in the condition that may serve to communicate fire or serve as a	Trallers, Rv's, Watercraft - CC Chap 30, ART III, Div 2, Sec 30-133 No recreational vehicle or utility trailer shall be parked, stored or kept in the front
breeding place or harbor insects, rodents, snakes, vermin or other pests is	yard of any property. Watercraft may be stored in front of property and are subject
prohibited.	to the following restrictions: not to exceed 25 feet in length, must be on a watercra
	trailer and parked on a prepared surface constructed of concrete pavers, asphalt,
Trash & Debris - CC Chap 10, ART V, Sec 10-152(a)  All exterior property and premises must be maintained in a clean, safe, and	gravel or mulch. Only 1 watercraft unit/trailer may be kept in the front yard.
sanitary condition. All exterior property shall be free from any accumulation or	Commercial Vehicles - CC Chap 30, ART III, Div 2, Sec 30-102 The parking of commercial vehicles or construction equipment on private or public
rubbish or garbage.	property is prohibited within the city, except in the case of deliveries or labor
Outdoor Storage - CC Chap 10, ART V, Sec 10-158	services being performed, or a public utility vehicle that is kept by an employee of
No outdoor storage will be permitted on any residential property. Items considered	such utility for emergency purposes; this includes electric power, gas, water, sewe
outdoor storage are materials not customarily stored outdoors and are visible from	telephone and cable television. A commercial vehicle is defined as having total
any public street, sidewalk, alley or from the ground level of abutting properties.	signage exceeding 4 square feet, length greater than 21 feet, height exceeding 10 feet, gross weight more than 10,000 lbs, external tool or equipment racks, vehicles
Fences - CC Chap, ART V, Sec 10-152(h)	marked and used for transporting passengers such as taxi cabs, limousines or
Fences shall be kept in good repair, free from holes, cracks, breaks, loose or	shuttle vans.
rotting material mildew, mold or rust.	Occupational License - CC Chap 28, ART IV, Sec 28-91
Exterior Structures - CC Chap 10, ART V, Sec 10-154(b)(1)	Occupational license is required to engage in business within the city limits.
All exterior surfaces, including, but not limited to, doors, door & window frames, porches, trim, fences, and walls shall be maintained in good condition.	Numbering of Buildings - CC Chap 6, ART II, Sec 6-31
Swimming Pools	All buildings within the city shall have address number affixed to building or structure visible from the street.
CC Chap 10, ART V, Sec 10-156 - Swimming pools, spas and hot tubs	4
shall be maintained in a clean and sanitary condition, in good repair, and shall be kept free of discoloration of the water, algae growth and	Rental Registrations - CC Chap 7, Sec 7-26  An annual license issued by the city clerk shall be required for any owner of
insect infestation.	residential property to rent or lease, or offer to rent or lease, any residential
<ul> <li>LDC Chap 50, ART IV, Sec 50-102(d)(2) - Enclosure requirements - each pool shall be enclose by a barrier fence at least four feet in height.</li> </ul>	dwelling in the city.
A screen enclosure pursuant to subsection (a)(6) of this section may be substituted for the barrier fence.	Portable Storage Units (PODS) - LDC Chap 50, ART IV, Sec 50-102(e)
substituted for the barrier ferice.	A permit is required for the placement of a portable storage unit on residential
Stormwater - CC Chap 10, ART IV, Sec 10-91(3) Dumping of lawn clippings, leaves, branches, silt, construction material, direct	property. (after 72 hours of placement)
dumping of soil that obstruct storm water flow is prohibited.	Watering - CC Chap 32, ART II, Sec 32-31(c) Watering permitted only on designated days per St. Johns River Water
Building Permits - LDC Chap 54, ART I, Sec 54-1	Management
Building permits shall be required for all construction work within the city and	Daylight Savings Time:
obtained from city hall prior to commencing work.	Odd Number Addresses - Wed & Sat/Even Number Addresses - Thur & Sunday Eastern Standard Time:
Tree Removal - LDC Cahp 48, ART III, Sec 48-63(d)  No tree shall be removed from any developed property and no land clearing for	Odd Number Addresses - Saturday only/Even number addresses-Sunday only  OTHER/DETAILS
development shall occur in the city without the owner first obtaining a permit from	Boat Docks- LDC Chap 48, ART II, Sec 48-34(b)
the city. All commercial tree removal services must be registered with the city	
before commencing work.	Swimming Pools- LDC Chap 10, ART V, Sec 10-186(c
Boat Docks - LDC Chap 48, ART II, Sec 48-34(a) Dock maintenance & repair - The owner of property on which a dock is located is	

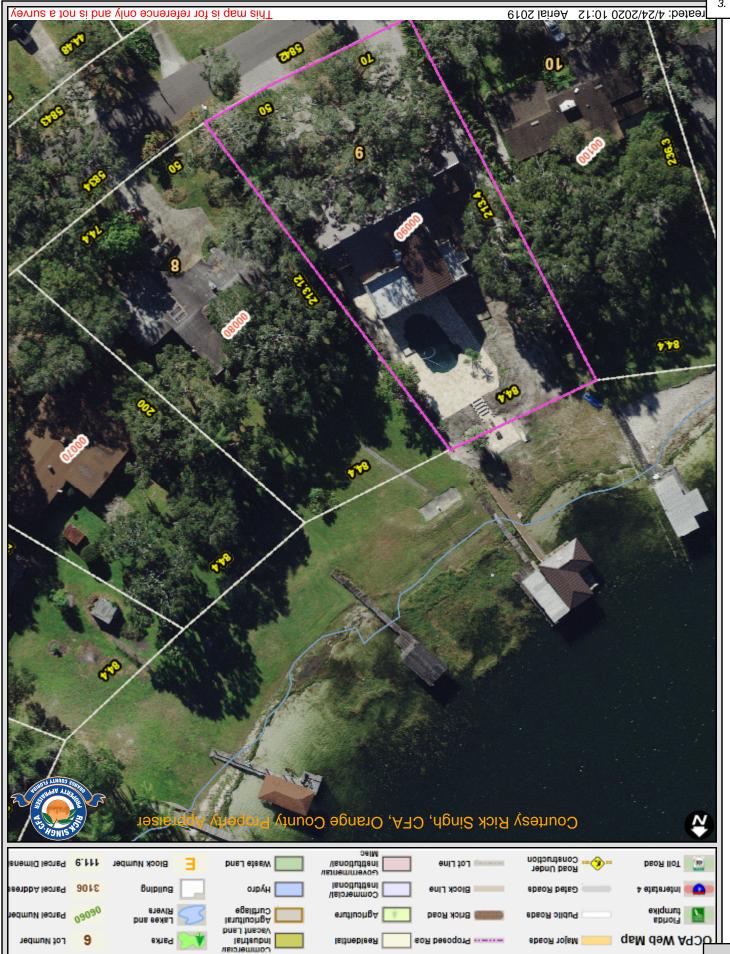
responsible for maintaining a dock in safe and useable condition.













September 14, 2020

Site Plan Review: 5050 Conway Road (continued from August 25, 2020)

**Applicant Request:** PROPOSED DEVELOPMENT SITE PLAN. PURSUANT TO BELLE ISLE CODE SEC. 54-79 (F) (4), THE BOARD SHALL REVIEW AND TAKE ACTION ON THE PROPOSED SITE PLAN, SUBMITTED BY APPLICANT HOSANNA BUILDING CONTRACTORS, LOCATED AT 5050 CONWAY ROAD, BELLE ISLE FL 32812, ALSO KNOWN AS PARCEL # 17-23-30-0000-00-008.

Existing Zoning/Use: Retail Commercial District (C-1)/ Vacant Gas Station with Convenience

Store

#### **Staff Application Review**

Since the August 25, 2020 meeting, the applicant has revised their site plan to address some of the comments and recommendations discussed. The proposed application is for redevelopment of a commercial building to include an addition for a pharmacy and medical office use. The property is located within the jurisdiction of the City of Belle Isle with a zoning designation of Retail Commercial District (C-1).

Sec. 54-79 of the City Code identifies requirements for the C-1 zoning district. Medical office and pharmacies are allowed as permitted uses. Site plan review and approval is required, however, by the Planning and Zoning Board before a building permit may be issued (Sec. 54-79 (f)(4)).

#### **Staff Review**

The proposed plan complies with the code (subject to granting of companion variance requests in this September 22, 2020 public hearing). The applicant has provided a site plan, landscaping plan, and a shared parking agreement that exists for the site.

There are additional conditions, however, that need to be considered by the Planning and Zoning Board in determining whether to approve the site plan application. These conditions are identified in the Staff Recommendations section below.

#### **Staff Recommendations**

For the Board's consideration, it is within the Board's purview to require conditions applicable to approval of a proposed site plan. Staff recommends that the following considerations as conditions to be placed upon an approval of the proposed site plan:

A separate dumpster permit shall be required as part of the building permit process, that
meets design standards provided in the Code. The applicant has indicated the proposed
location for the dumpster and provided information on the size of the dumpster proposed.

- 2. The applicant seeks to close the existing curb cut abutting Conway Road, as indicated on the site plan. The applicant has provided a copy of communication with the FDOT indicating the procedure to effectuate this. As a condition of approval, the applicant must provide the approval from the FDOT to close the curb cut prior to receiving building permit approval.
- 3. A landscaping plan consistent with Sec. 50-76 shall be provided for review with the building permit application. This shall include an irrigation plan.
- 4. Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-79 (f) (2) shall be provided for review with the building permit application.
- 5. A lighting plan with foot-candle information shall be required as part of the building permit application process, if new exterior lighting is proposed, to ensure no light pollution occurs onto adjacent residential properties.
- 6. A separate sign permit application is required.

With these conditions, staff recommends approval of the proposed medical office and pharmacy.

The Board may consider any of these conditions or apply others as deemed appropriate by the Board. Please note that if additional plans or agreements are requested, the Board may want to review these prior to granting approval of a site plan.

Upon approval of a site plan, it becomes part of the building permit and may be amended only by the Planning and Zoning Board.

#### **Next Steps**

The Board may approve the proposed site plan application as it is, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application.

A decision by the Board may be appealed by an aggrieved person to the City Council pursuant to Sec. 42-71.



September 14, 2020

Variance Application: 5050 Conway Road (continued from August 25, 2020)

Applicant Request: PURSUANT TO BELLE ISLE CODE SEC. 42-64 THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE FROM SEC. 50-72 (A) (1) TO ALLOW A VARIANCE FROM THE REQUIRED NUMBER OF PARKING SPACES, TAKE ACTION ON A REQUESTED VARIANCE FROM SEC. 50-73 (A) TO ALLOW A VARIANCE FROM THE REQUIRED BUILDING SETBACKS, AND TAKE ACTION ON A REQUESTED VARIANCE FROM SEC. 50-73 (D) (1), SEC. 50-76 (3) (B) (1) AND SEC. 50-76 (5) (B), TO ALLOW FOR A REDUCED SCREENING AND BUFFER, SUBMITTED BY APPLICANT HOSANNA BUILDING CONTRACTORS, LOCATED AT 5050 CONWAY ROAD, BELLE ISLE FL 32812, ALSO KNOWN AS PARCEL # 17-23-30-0000-00-008.

Zoning/ Existing Use: C-1 commercial/ vacant gas station with convenience store

#### **Review Comments**

Since the August 25, 2020 meeting, the applicant has revised their site plan to address some of the comments and recommendations discussed. This variance application seeks a variance as identified above. The property is currently developed with a gas station/convenience store that is no longer in operation. The applicant is seeking to redevelop the site as a medical office and pharmacy, adding additional square-footage to the existing building. The site plan application seeks to deviate from the code in the areas that are the subject of this variance application. These variances must be approved prior to consideration of the site plan application.

The applicant has provided supporting documentation addressing the variance criteria.

#### **Staff Recommendation**

Staff provides an evaluation based on the variance criteria for the application below.

1. Special Conditions and/ or Circumstances (Section 42-64 (1) d):

The existing buildings along the north property line are located five feet from the property line. The proposed addition is requesting to match this same building line. Parking is limited on the property and the applicant proposes to add spaces to mitigate impacts. The parking calculations have been updated and reflect that the required number of spaces are provided for, no longer requiring a variance from the parking standards.

2. Not Self- Created (Section 42-64 (1) e):

The request for a variance is not self-created as the application is seeking

entitlements that match the existing building design/placement. With a five-foot building setback established on the north property line, a 15-foot transitional buffer is not possible. The applicant has revised their site plan however, to provide additional buffering on the north side of the parking lot next to the residential property to the north, as well as additional green space surrounding the parking lot.

**3.** Minimum Possible Variance (Section 42-64 (1) f):

The requested variance is the minimum possible variance to make reasonable use of the land. The proposed addition matches the existing footprint and additional buffering/landscaping is provided.

**4.** Purpose and Intent (Section 42-64 (1) g):

The requested variances are in harmony with the general purpose and intent of the land development code and not injurious to the neighborhood given that the existing buildings along the north property line are setback five feet.

Staff provides a recommendation to approve the requested building setback and buffer variances based on the above information.

#### **Additional Notes**

Please note that the Board may approve the proposed variance application as it is presented to them, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application, citing which variance criteria are not met.

A decision by the Board may be appealed by an aggrieved person to the City Council pursuant to Code Sec. 42-71.

City of Belle Isle - Planning and Zoning Board Regular Session September 22, 2020

#### ITEM 4

#### MEMORANDUM

TO: Planning and Zoning Board

**DATE:** August 25, 2020

Public Hearing Case #2020-06-050 — Pursuant to Belle Isle Code Sec. 42-64 the Board shall consider and take action on a requested variance from Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance from Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance from Sec. 50-73 (d) (1), Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008

#### Background:

- 1. On June 15, 2020, Hosanna Building Contractors submitted a request, application and required paperwork.
- 2. A Notice of Public Hearing legal advertisement was placed in the Saturday, August 15, 2020, Orlando Sentinel.
- 3. Letters to the abutting property owners within 300 feet of the subject property were mailed on Thursday, August 13, 2020.
- 4. At the August 25, 2020 meeting the Board continued the Public Hearing of Case No, 2020-06-050 to September 22, 2020.

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings-of-fact that are presented at the public hearing. The Board will need to determine if the criteria set forth in Chapter 42, Article III, Section 42-64(1) of the Land Development Code have been met, and approve, approve with conditions, or deny this request.

#### SAMPLE MOTION TO APPROVE:

"I move, the criteria of Section 42-64 of the Belle Isle Land Development Code having been met **TO APPROVE** the requested variance from

Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance;

Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance;

Sec. 50-73 (d) (1), Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belie Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008

#### SAMPLE MOTION TO DENY:

"I move, the justifying criteria of the Belle Isle Land Development Code, having NOT been met; [use only if NONE of the justifying criteria have been met] the requirements of Section 42-64, Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] having NOT been met; [may be used in addition to above or alone] TO DENY the requested variance Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance; Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance; Sec. 50-73 (d) (1), Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008

SUBSECTION (D), a literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.

**SUBSECTION (E)**, personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Code or for the purpose of obtaining a variance.

**SUBSECTION (F)**, the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

**SUBSECTION (G)**, the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.

City of Belle Isle - Planning and Zoning Board Regular Session September 22, 2020

#### ITEM 5

#### MEMORANDUM

TO: Planning and Zoning Board

**DATE:** August 25, 2020

Public Hearing Case #2020-06-061 – Proposed Development Site Plan. Pursuant to Belle Isle Code Sec. 54-79 (f) (4), the Board shall review and take action on the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, FI 32812, also known as Parcel # 17-23-30-0000-00-008

#### Background:

- 1. On June 15, 2020, Hosanna Building Contractors submitted a request, application and required paperwork.
- 2. A Notice of Public Hearing legal advertisement was placed in the Saturday, August 15, 2020, Orlando Sentinel.
- 3. Letters to the abutting property owners within 300 feet of the subject property were mailed on Thursday, August 13, 2020.
- At the August 25, 2020 meeting the Board continued the Public Hearing of Case No, 2020-08-061 to September 22, 2020.

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings-of-fact that are presented at the public hearing. The Board will need to determine if the criteria set forth in Chapter 42, Article III, Section 42-64(1) of the Land Development Code have been met, and approve, approve with conditions, or deny this request.

#### **SAMPLE MOTION TO APPROVE:**

"I move, pursuant to Belle Isle Code Sec. 54-79 (f) (4), **TO RECOMMEND APPROVAL** of the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, FI 32812, also known as Parcel # 17-23-30-0000-00-008

#### **SAMPLE MOTION TO DENY:**

"I move, the justifying criteria of the Belle Isle Land Development Code, having NOT been met; [use only if NONE of the justifying criteria have been met] the requirements of Sec. 54-79 (f) (4), Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] having NOT been met; [may be used in addition to above or alone] TO DENY the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, FI 32812, also known as Parcel # 17-23-30-0000-00-008

**SUBSECTION (D),** a literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.

**SUBSECTION (E)**, personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Code or for the purpose of obtaining a variance.

**SUBSECTION** (F), the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

**SUBSECTION (G)**, the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.

#### 5050 Conway Road – Variance Narrative in response to August hearing

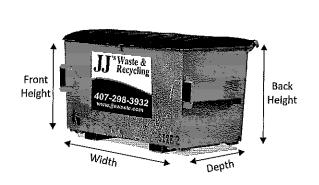
In response to comments from Mr. David Woods and the variance panelists, we have totally reconfigured the site plan (attached) as follows:

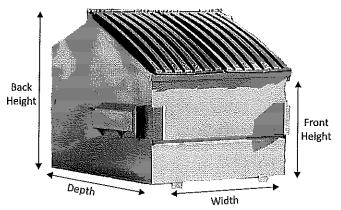
- We are proposing to relocate the entry for the common drive to allow better "stacking", to allow for cars to enter and exit our property as well as our adjacent tenants more safely!
- Parking calculations have been corrected, allowing for substantial added landscaping and green area
- Dumpster location has been relocated for easy access for a garbage truck
- Dumpster enclosure is sized accordingly for 72" x 56" dumpster
- Existing storm grate has been properly identified for size and location
- A concrete flume has been added to from parking area to grate to allow for proper drainage
- A flume detail has been added to the new site plan
- Spot elevations were created by Atlantic survey company which confirmed that all water will properly flow to existing storm drain (attached)
- Property lines have been correctly depicted, and a proper landscape buffer has been added within our property lines
- "D" type curbing has been added to all new and existing parking lot boundaries
- "D" type curb detail has been added to the site plan
- New sidewalk and hashing have been added to new site plan for pedestrian access for city sidewalk (Civil engineered recommended this)
- Geometry with radiuses have been added to new site plan to allow for easy access and exit for cars
- A plant / tree schedule has been added to the new site plan, which exceeds the city of Belle Isle's landscaping requirements
- Contact with adjacent property owner was attempted, with no response thus far. Please note
  these are condominiums, individually owned. There are no condos withing 40'of our
  property line, there is a driveway and parking between the nearest condo building and our
  property line

# JJ's Waste & Recycling



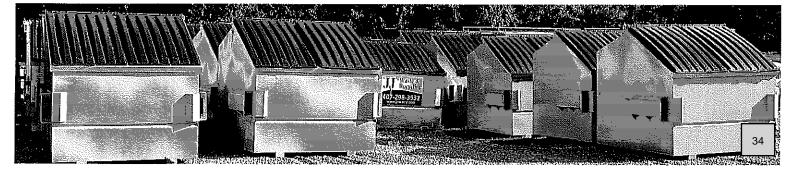
## **Front Load Dumpster**

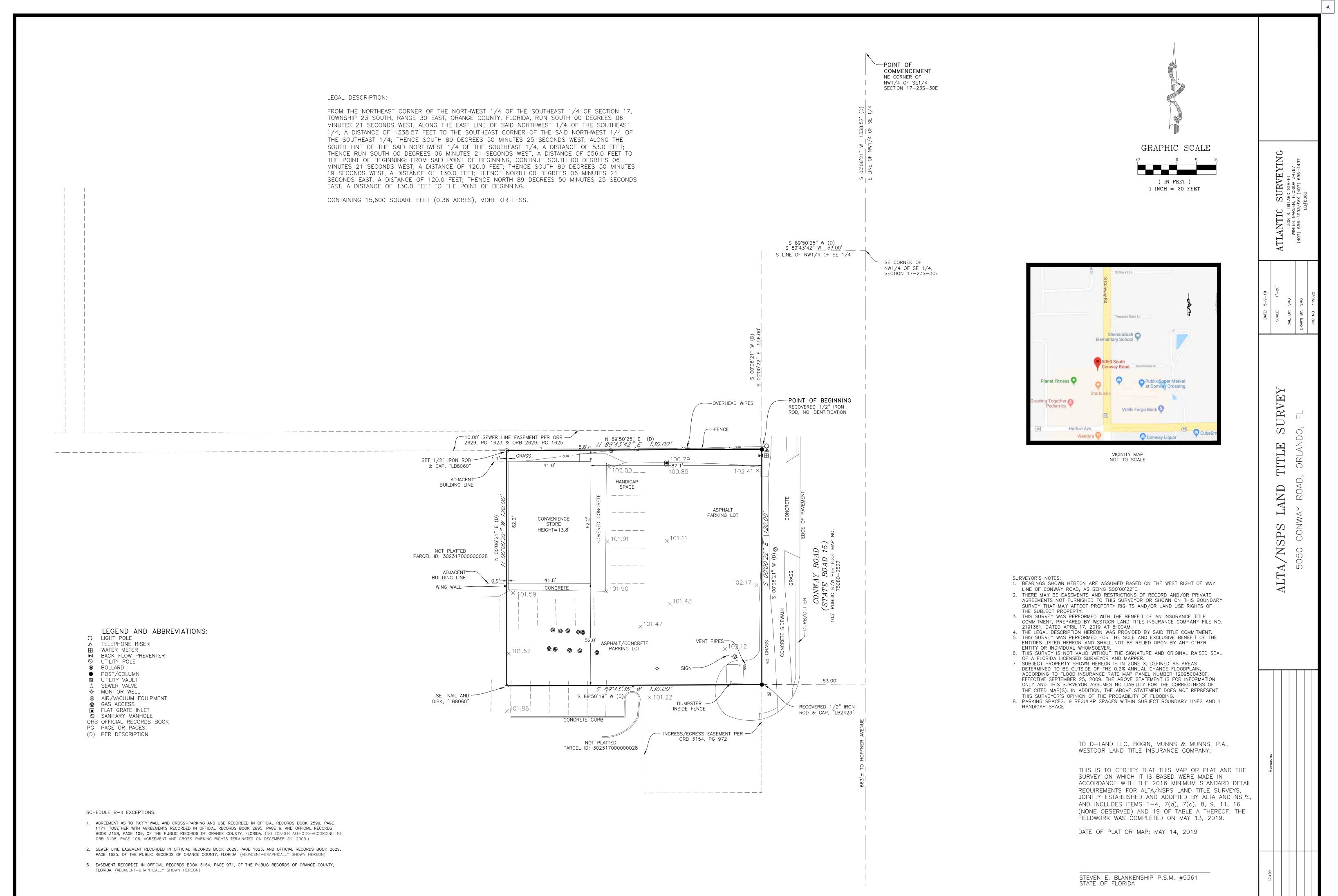




Size	Width - inches	Depth - inches	Front Height - inches	Back Height - inches
Size 2 Box	72	38	41	41
Size 3 Box	72	41	48	48
Size 4 Box	72	56	50	50
Size 4 Slant	72	56	50	58
Size 6 Box	72	66	64	64
Size 5 Slant	72	71	47	61
Size 6 Slant	72	68	50	68
Size 8 Box	72	75	73	73
Size 8 Slant	72	82	50	76

Photography - Angie Bernoir





## THIS DOCUMENT PREPARED BY AND RETURN TO:

Christian S. Bruno, Esq. Cozen O'Connor Southeast Financial Center, 200 South Biscayne Blvd., 30<sup>th</sup> Floor Miami, FL 33131

#### **AGREEMENT**

THIS AGREEMENT (this "Agreement") made this 4 day of Savangae, 2019 (the "Effective Date"), by and between SJS BELLE ISLE COMMONS, LLC, a New Jersey limited liability company (hereinafter designated as "FIRST PARTY"), and SHAYONA OF ORLANDO LLC, a Florida limited liability company (hereinafter designated as "SECOND PARTY";

#### WITNESSETH:

WHEREAS, FIRST PARTY is the owner of Parcel 1, annexed hereto and incorporated herein by reference as Schedule 1, in Orange County, Florida; and

WHEREAS, SECOND PARTY is the owner of Parcel 2, annexed hereto and incorporated by reference as Schedule 2, in Orange County, Florida; and

WHEREAS, Leon Chira, predecessor-in-interest to ownership of Parcel 1 to FIRST PARTY and George C. Miller, Jr. and John W. Miller, individually and d/b/a Miller Brothers, predecessor-in-interest of Parcel 2 to SECOND PARTY, entered into that certain Agreement dated November 7, 1980 and recorded in Official Records Book 3158, page 106, Public Records of Orange County, Florida (the "Expired Agreement"), to which the Expired Agreement amended that certain Agreement as to Party Wall and Cross Parking and Use dated January 30, 1975 and recorded in O. R. Book 2599, page 1171, Public Records of Orange County, Florida, as

amended by that certain Amendment to Party Wall and Cross Parking and Use Agreement dated May 18, 1978 and recorded in O. R. Book 2895, page 6, Public Records of Orange County, Florida (together, the "Prior Agreements"); and

WHEREAS, the Expired Agreement terminated by its terms on December 31, 2005, but the parties hereto have continued to honor certain provisions contained in the Expired Agreement and the Prior Agreements; and

WHEREAS, the parties hereto now desire to terminate, release and relinquish all easements and other rights and interests created or reserved by virtue of the Expired Agreement and Prior Agreements in their entirety, and establish a new agreement between the parties, as set forth herein.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), paid by FIRST PARTY to SECOND PARTY, and the promises and covenants contained herein, the parties hereto hereby covenant and agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. <u>Cross-Parking Rights</u>. Each of the parties hereto owns buildings within the northerly 70' of the property each owns, as more particularly described in Schedule 1 and Schedule 2 annexed hereto, respectively (the property upon which buildings are presently located shall be known and described herein as "Building Area"). The southerly 60' approximately of the property described herein as Schedule 1 and Schedule 2 annexed hereto, and the easterly 60' of Parcel 2 (all of which shall be referred to herein as "Common Area"), shall be developed and used as a Parking Area for the tenants and lessees of the parties hereto, and/or their customers and invitees, and each of the parties hereto grants a non-exclusive easement for cross-parking

purposes to the other party hereto and the lessees, successors and assigns of each, and the customers and invitees. It is understood and agreed that the southerly 60' of the property described in Schedule 1 and Schedule 2, approximately, shall be used for parking and driveway purposes, and the easterly 60' of the property described in Schedule 2, annexed hereto, shall be also utilized for parking and as a drive, and that this area shall be reserved as Common Area for parking and ingress and egress, on a non-exclusive basis by each of the parties hereto. Each of the parties shall be responsible for the repair and maintenance of the Common Area within the boundary of the particular parcel owned by each party and each party covenants and agrees that the invitees and customers of the parties hereto and their respective lessees, successors and assignees, shall have the use for parking and ingress and egress of all of the area designated as Common Area within the boundaries of the properties described in Schedule 1 and Schedule 2 annexed hereto.

- asterly of the westerly boundary of Parcel 2 so that the westerly wall constructed on Parcel 2 is not contiguous to the property line of Parcel 2. Accordingly, the westerly boundary of the present building owned by SECOND PARTY on Parcel 2 shall be considered to be the party wall (the "Party Wall") for the parties hereto, notwithstanding the exact location of such wall. FIRST PARTY shall have the right to use the westerly wall of the Party Wall, notwithstanding the exact location of such wall.
- 4. Repairs to Party Wall. FIRST PARTY shall promptly make repairs and/or replacements to the Party Wall due to damage arising or resulting from, or in any way related to, FIRST PARTY's use thereof, which includes, without limitation, damage caused by FIRST PARTY's agents, representatives, and/or contractors. SECOND PARTY shall promptly make

repairs and/or replacements to the Party Wall due to damage arising or resulting from, or in any way related to, SECOND PARTY's use thereof, which includes, without limitation, damage caused by SECOND PARTY's agents, representatives and/or contractors. In the event the Party Wall is damaged by fire or other casualty which is not attributable to either party hereto, then the parties hereto shall each be equally liable and responsible to pay one-half of the total costs for all necessary repairs and/or replacements to the Party Wall, and in that regard, the parties hereto mutually waive their respective rights of recovery against each other for loss or damage covered by any insurance policy now or hereafter existing for the benefit of the respective party, but only to the extent of the net insurance proceeds payable under such policy or policies. All such repairs and/or replacements, as required herein, shall be performed in good, workmanlike and lawful manner with like or better kind and quality.

- 5. Mutual Indemnification Obligations as to Party Wall. FIRST PARTY shall indemnify, defend and hold harmless SECOND PARTY from and against any and all liability and claims for damages arising or resulting from, or in any way related to, FIRST PARTY's use of the Party Wall, which includes, without limitation, any and all liability and claims for damages caused by FIRST PARTY's agents, representatives and/or contractors. SECOND PARTY shall indemnify, defend and hold harmless FIRST PARTY from and against any and all liability and claims for damages arising or resulting from, or in any way related to, SECOND PARTY's use of the Party Wall, which includes, without limitation, any and all liability and claims for damages caused by SECOND PARTY's agents, representatives and/or contractors.
- 6. <u>Covenants to Run With the Land</u>. This Agreement and the rights set forth herein shall be perpetual, run with the land and shall benefit the successors and assigns of the parties hereto.

4.

7. Termination of Expired Agreement and Prior Agreements. The parties hereto

hereby terminate, release and relinquish all easements and other rights and interests created or

reserved by virtue of the Expired Agreement and Prior Agreements in their entirety, and the

provisions thereof shall have no further effect as of the Effective Date of this Agreement.

8. Counterparts. This Agreement may be executed in separate counterparts, each

of which shall be deemed an original, but all of which taken together shall constitute one and the

same agreement.

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[ signature pages follow ]

LEGAL\42366930\4 00650.2087.000/362855.000

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

SJS BELLE ISLE COMMONS, LLC, a New

Jersey limited liability company

SHAYONA OF ORLANDO LLC, a Florida

limited liability company

Print Name:

Print Name:

9 TUSHAR

STATE OF NEW Jersey : SS. COUNTY OF BUrlington : SS.

ON THIS, the day of soptemed, 2019, before me, the undersigned officer, a Notary Public, personally appeared Stephen Cravitz, who acknowledged himself to be the President of SJS Belle Isle Commons, LLC, for itself, its members, successors, assigns, and designees, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Notary Public Some

Dina M. Zornes NOTARY PUBLIC OF NEW JERSEY My Commission Expires on April 11, 2022

STATE OF Florida	(4 87
	SS.
COUNTY OF DIAME	*
ON THIS, the Jarday of Synthe officer, a Notary Put Manager of Shayona of Orlar assigns, and designees, and that he, as such office foregoing instrument for the purposes therein contains	cer, being authorized to do so, executed the
Notary	Public

SANDIP VALBH
Commission # GG 217879
Expires June 20, 2022
Bonded Thru Troy Fain Insurance 800-386-7019

## SCHEDULE 1

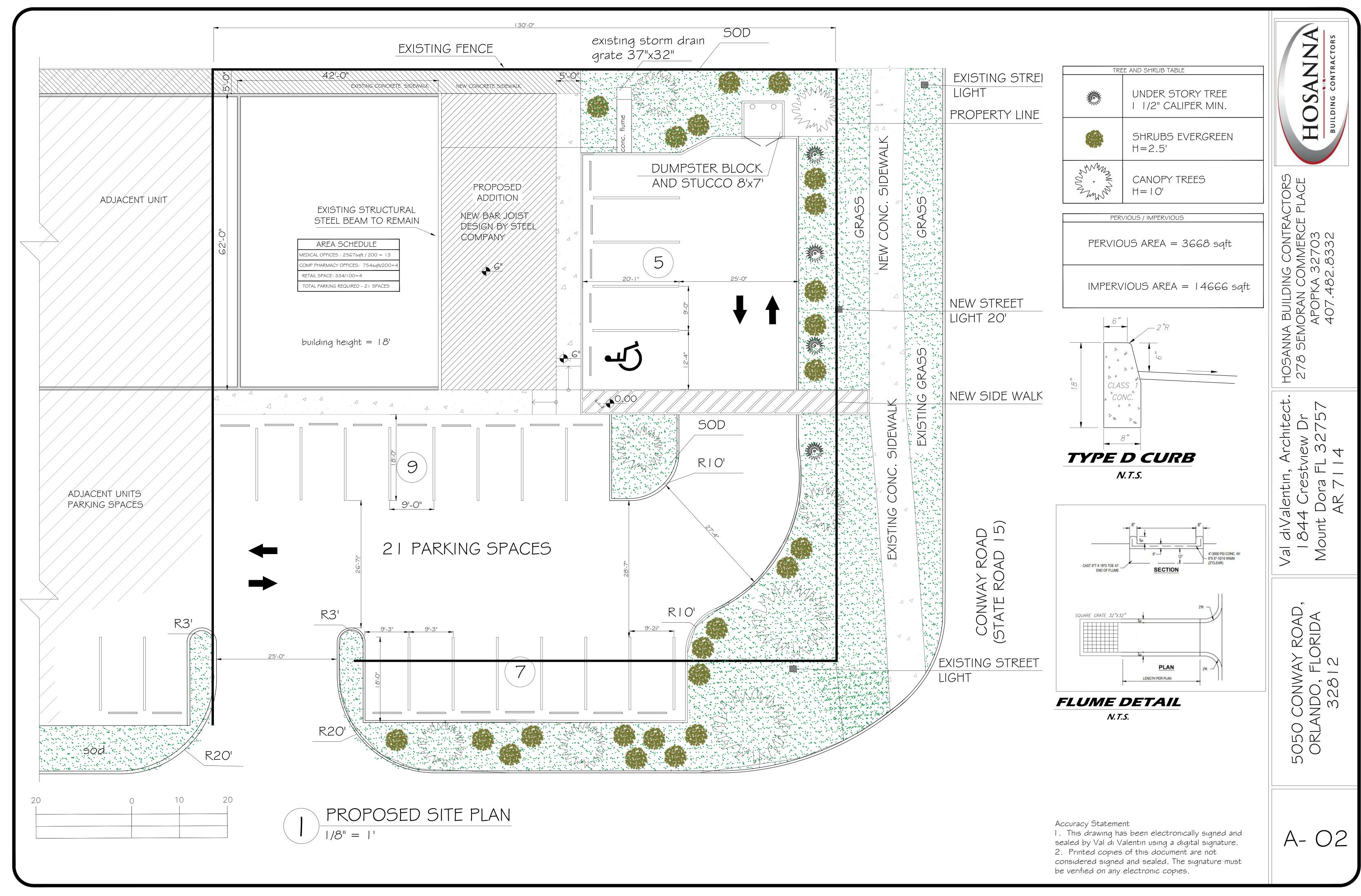
## PARCEL 1

From the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 23 South, Range 30 East, run thence N. 00° 06' 24" E. along the centerline of Conway Road, a distance of 782.73 feet; thence S. 89° 50' 19" W. a distance of 53.00 feet to a Point on the West right-of-way line of said Conway Road, thence S. 00° 06' 24" W, along said right-of-way line a distance of 120.00 feet for a point of beginning; thence continue S. 00° 06' 24" W. a distance of 25.00 feet; thence S 89° 50' 19" W. a distance of 400.00 feet; thence N 00° 06' 24" E. a distance of 145.00 feet; thence N 89° 50' 19" E. a distance of 270.00 feet; thence S. 00° 06' 24" W. a distance of 120.00 feet; thence N. 89° 50' 19" E. a distance of 130.00 feet to the point of beginning.

### SCHEDULE 2

### PARCEL 2

From the NE corner of the NW 1/4 of the SE 1/4 of Section 17, Twp 23 South, Rng 30 East, run S 00° 06' 21" W along the E line of said NW 1/4 of the SE 1/4 a distance of 1338.57 ft. to the SE corner of said NW 1/4 of the SE 1/4; thence S 89° 50' 25" W along the S line of said NW 1/4 of the SE 1/4 a distance of 53 ft; run thence S 00° 06' 21" W a distance of 556 ft. to the Point of Beginning; from the Point of Beginning continue thence S 00° 06' 21 W a distance of 120 ft; thence S 89° 50' 19" W a distance of 130 ft; thence N 00° 06' 21" E a distance of 120 ft; thence N 89 50' 25" E 130 ft; to the Point of Beginning.



This instrument prepared by and should be returned to:

SI Valbh, Esq. Bogin Munns & Munns, PA 1000 Legion Place, 10<sup>th</sup> Floor Orlando, FL 32801

Parcel ID #: 17-23-30-0000-00-008

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed effective as of this 29 day of May, 2020, by **SHAYONA OF ORLANDO LLC**, a Florida limited liability company, whose address is 5050 S. Conway Road, Orlando, FL 32812 (hereinafter referred to as the "Grantor") to **D-LAND LLC**, a Florida limited liability company, whose address is 10273 Hart Branch Circle, Orlando, FL 32832 (hereinafter referred to as the "Grantee");

### WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee those certain pieces, parcels or tracts of land situated in Orange County, Florida more particularly described as follows:

SEE ATTACHED EXHIBIT A, WHICH IS INCORPORATED HEREIN BY REFERENCE

TOGETHER WITH all improvements, tenements, hereditaments and appurtenances belonging or in any way appertaining to such real property (all of the foregoing being hereinafter referred to as the "Subject Property");

TO HAVE AND TO HOLD the Subject Property in fee simple forever; and the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

The Subject Property is not Grantor's homestead.

The conveyance made herein, however, is expressly made SUBJECT TO easements, restrictions and other matters of record, this reference to which shall not act to reimpose same, and taxes and assessments for the year 2020 and thereafter which are not yet due and payable.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered

Name: TUSHAR

PATEL

SHAYONA OF ORLANDO LLC

Print Name: HARSHAD PATEL

Name:

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of May, 2020 by Harshad Patel, as Manager of Shayona of Orlando LLC, a Florida limited liability company. He is personally known to me or has produced 1. Players Licensidentification.

[Notary Seal]

Notary Public

SANDIP VALBH
Commission # GG 217879
Expires June 20, 2022
Bonded Thru Troy Fein Insurance 800-385-7019

Name typed, printed or stamped

My Commission Expires:

JUNY 20, 2022

# EXHIBIT A **LEGAL DESCRIPTION**

From the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 17, Township 23 South, Range 30 East, Orange County, Florida, run South 00 degrees 06 minutes 21 seconds West, along the East line of said Northwest 1/4 of the Southeast 1/4, a distance of 1338.57 feet to the Southeast corner of the said Northwest 1/4 of the Southeast 1/4; thence South 89 degrees 50 minutes 25 seconds West, along the South line of the said Northwest 1/4 of the Southeast 1/4, a distance of 53.0 feet; thence run South 00 degrees 06 minutes 21 seconds West, a distance of 556.0 feet to the Point of Beginning; from said Point of Beginning, continue South 00 degrees 06 minutes 21 seconds West, a distance of 120.0 feet; thence South 89 degrees 50 minutes 19 seconds West, a distance of 130.0 feet; thence North 00 degrees 06 minutes 21 seconds East, a distance of 120.0 feet; thence North 89 degrees 50 minutes 25 seconds East, a distance of 130.0 feet to the Point of Beginning.

Together with an Agreement as to Party Wall and Cross Parking and Use Agreement recorded in Official Records Book 2599, Page 1171, then Amended and recorded in Official Records Book 2895, Page 6, and Official Records Book 3158, Page 106, and instrument #20190602974 of the Public Records of Orange County, Florida.

A. Settlement Statement		and Urban Development		OMB No. 2502-0265
B. Type of Loan				
<ul><li>1. FHA</li><li>2. FmH₂</li><li>4. V.A.</li><li>5. Conv</li></ul>	0	6. File Number 2191361	7. Loan Number	8. Mortg. Ins. Case Num.
			mounts paid to and by the settlement formational purposes and are not incl	
D. NAME OF BORROWER: Address of Borrower:	D-Land LLC, a Florida limit 10273 Hart Branch Cir, Orl			
E. NAME OF SELLER: Address of Seller:	Shayona of Orlando, a Flor 5050 South Conway Road,		ny	TIN: 45-3075332
F. NAME OF LENDER: Address of Lender:				
G. PROPERTY LOCATION:	5050 Conway Rd., Orlando	, Florida 32812		
H. SETTLEMENT AGENT: Place of Settlement:	Bogin, Munns & Munns, P./ 1000 Legion Place, Suite 1		01	TIN: 20-3886534 Phone: 407-578-1334
I. SETTLEMENT DATE:	5/29/20	C	DISBURSEMENT DATE: 5/29/20	

J. Summary of borrower's transaction 100. Gross amount due from borrower:		K. Summary of seller's transaction	
101. Contract sales price	837.500.00	400. Gross amount due to seller:	837,500.0
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	2,483.00		
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. Non-Ad Valorem Taxes from 05/29/20 to 10/31/20	184.25	409. Non-Ad Valorem Taxes from 05/29/20 to 10/31/20	184.2
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	840,167.25	420. Gross amount due to seller:	837,684.25
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	325,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	12,755.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	462,000.00
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/20 to 05/29/20	2,184.12	511. County taxes from 01/01/20 to 05/29/20	2,184.12
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	327,184.12	520. Total reductions in amount due seller:	476,939.12
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	840,167.25	601. Gross amount due to seller (line 420)	837,684.25
302. Less amount paid by/for the borrower (line 220)	(327,184.12)	602. Less total reductions in amount due seller (line 520)	(476,939.12)
303. Cash ( 🗸 From 🗌 To ) Borrower:	512,983.13	603. Cash ( 🗹 To 🗌 From ) Seller:	360,745.13

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

HUD-1	0.0	5. Department of Housing	and Urban Development			Pag
L. Settlement charges			Borrov	ver POCSeller POC	aid from	Paid from
700. Total Sales/Brokers Com. based	d on price \$8	837,500.00 @	% =		prrower's	Seller's
701.	% to				unds at ettlement	Funds a Settleme
702.	% to				Moment	Settleffie
703. Commission paid at settlement						
704.	to					
800. Items payable in connection wit			Borrov	ver POCSeller POC	14.00	NAME OF TAXABLE PARTY.
801. Loan origination fee	% to					
802. Loan discount	% to					
803. Appraisal fee	to					
804. Credit report	to					
805. Lender's inspection fee	to					
806. Mortgage insurance application	fee to					
807. Assumption Fee	to					
808.	to					
809.	to					
810.	to					
811.	to					
900. Items required by lender to be p	paid in advance:		Borrow	er POCSeller POC		HELVE STATE
901. Interest from	to	@	/day			
902. Mortgage insurance premium for	months to					
903. Hazard insurance premium for	years to					
004. Flood insurance premium for	years to					
905.						
1000. Reserves deposited with lende	years to			POCCETT POC		
1000. Reserves deposited with lende				er POCSeller POC		West Still State
		months @	per month			
002. Mortgage insurance		months @	per month			
003. City property taxes		months @	per month			
004. County property taxes		months @	per month			
005. Annual assessments						
		months @	per month			
006. Flood insurance		months @		1	- 1	
000, 1 lood insurance		months @	per month			
007.	ent	months @ months @	per month per month			
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007.  008.  009. Aggregate accounting adjustment (100. Title charges: 101. Settlement or closing fee	to Bogin, M	months @ months @	per month per month  Borrow	er POCSeller POC	500.00	
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1007. 1008. 1009. Aggregate accounting adjustment 1100. Title charges: 101. Settlement or closing fee 102. Abstract or title search 103. Title examination	to Bogin, N	months @ months @ Munns & Munns, P.A. OR	per month per month  Borrow	er POCSeller POC	500.00	
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### **HUD-1 SETTLEMENT STATEMENT ADDENDUM**

File Number:

2191361

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

## Borrower(s)

D-Land LLC

a Florida limited liability company

An D. Dang Manager

Seller(s)

Shayona of Orlando LLC

a Florida limited liability company

Harshad Patel Managing Member

(Corporate Seal)

## **Settlement Agent**

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Bogin, Munns & Munns P.A. MORL

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

City of Belle Isle - Planning and Zoning Board Regular Session September 22, 2020

## ITEM 6 M E M O R A N D U M

TO: Planning and Zoning Board

DATE: September 22, 2020

PUBLIC HEARING CASE #2020-09-007 - PURSUANT TO BELLE ISLE CODE SEC. 42-63 AND SEC. 54-84 (D) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

### Background:

- 1. On August, 2020, in partnership with Cornerstone Charter School, the City is seeking approval to develop the property as a public park with a practice athletic field for Cornerstone. The City submitted a request, application, and required paperwork.
- A Notice of Public Hearing legal advertisement was placed in the Saturday, September 12, 2020, Orlando Sentinel.
- Letters to the abutting property owners within 300 feet of the subject property were mailed on Thursday, September 10, 2020

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings-of-fact that are presented at the public hearing. The Board will need to determine if the criteria set forth in Chapter 42, Article III, Section 42-64(1) of the Land Development Code have been met, and approve, approve with conditions, or deny this request.

### **SAMPLE MOTION TO APPROVE:**

"I move, pursuant to Belle Isle Code SEC. 42-63 AND SEC. 54-84 (D) of the Belle Isle Land Development Code having been met **TO APPROVE** A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

### SAMPLE MOTION TO DENY:

"I move, pursuant to Belle Isle Code Sec. 48-33, the justifying criteria of the Belle Isle Land Development Code, having NOT been met; [use only if NONE of the justifying criteria have been met] the requirements of SEC. 42-63 AND SEC. 54-84 (D), Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] having NOT been met; [may be used in addition to above or alone] TO DENY A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

**SUBSECTION (D),** a literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.

**SUBSECTION (E)**, personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Code or for the purpose of obtaining a variance.

**SUBSECTION (F)**, the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

**SUBSECTION (G)**, the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.

April Fisher, AICP
President
Fisher Planning & Development Services
407-494-8789
fisherpds@outlook.com

## RE: COMMENTS RESPONSE TO INITIAL SITE PLAN REVIEW

#### To Mrs. Fisher:

Appian Engineering, LLC, is pleased to submit this narrative response to staff's comments received on September 14, 2020, for the proposed project located at Wallace Park.

More specifically, we have provided a detailed response in **bold** for each staff comment for your review and approval.

We appreciate the opportunity to provide this response. Should you have any questions regarding its contents or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

VERY TRULY YOURS, APPIAN ENGINEERING, LLC

9-0~h

JIMMY PALM, P.E. PROJECT ENGINEER

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## **STAFF REVIEW COMMENTS:**

1. No parking shall be located within 25 feet of any residentially zoned property nor within 15 feet of any right-of-way line.

Response: Acknowledged. No parking is proposed within 25 feet of any residentially zoned property or within 15 feet of any right-of-way boundary.

2. No building, or structure, except fences or walls, shall be located within 50 feet of any residentially zoned property line or right-of-way line.

Response: Per the City of Belle Isle Zoning map and the Orange County Property Appraiser (OCPA) Record Card, the current property has a zoning designation of R-1-AA which requires a 30-foot minimum building setback. The current plans incorporate a 30' setback line from the ROW per City Code. It should also be noted that as much separation as possible was provided between the proposed building and an historic Oak Tree located on-site in the rear of the building. Please advise if a special exception or waiver will be required for the 50' setback requirement as current site constraints will not allow the building to be located any further from the ROW line as it is currently proposed. It should also be noted that the building is not located within 50' of any residential zoned property.

3. Impervious surfaces shall not cover more than 35 percent of the lot area.

Response: Acknowledged. The proposed artificial turf is a pervious material that allows stormwater infiltration into the ground. Specification sheets have been included with this letter for your reference. The proposed site improvements will not exceed the listed 0.35 ISR.

4. Maximum Building Height is restricted to 20 feet.

Response: Acknowledged. Building height will not exceed 20 feet in height.

## **STAFF RECOMMENDATIONS:**

1. Specifications on the artificial turf must be provided to verify whether it is pervious or impervious to determine if the impervious surface ratio standard is met. If this can not be substantiated or is not pervious, the application will be required to come back to the Board for formal review again.

Response: Acknowledged. Specification sheets of the AstroTurf material have been included with this letter or your review.

2. Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-84(g) (1) shall be provided for review with the building permit application.

Response: Acknowledged. St. Johns River Water Management District (SJRWMD) has been engaged. A copy of the required stormwater permit will be provided once it has been issued.

3. A restriction that lighting of the practice field is not permitted to prevent light pollution on adjacent residential properties.

Page **2** of **3** 



Response: Acknowledged. No lighting is proposed within the practice field, parking areas, or walkways. Park hours are intended to be from Sunup to Sundown.

4. A prohibition on any private business or commercial enterprise running a business from the property such as, but not limited to, private lessons or outdoor classes such as yoga, group events, or non-profit special events not approved by the City.

Response: Acknowledged. No private business will be allowed to operate on the property without the direct approval by the City of Belle Isle.

5. An executed Memorandum of Understanding or other Agreement, as approved by City Council, between the City of Belle Isle and Cornerstone Charter School regarding each party's responsibilities and authorities regarding development of the park, and operation of the park such as hours available for public use and access coordinated with use by the School, including property maintenance, gate operations, field maintenance, and authorized use of the proposed building..

Response: Acknowledged. To be coordinated between the City of Belle Isle and Cornerstone Charter School.

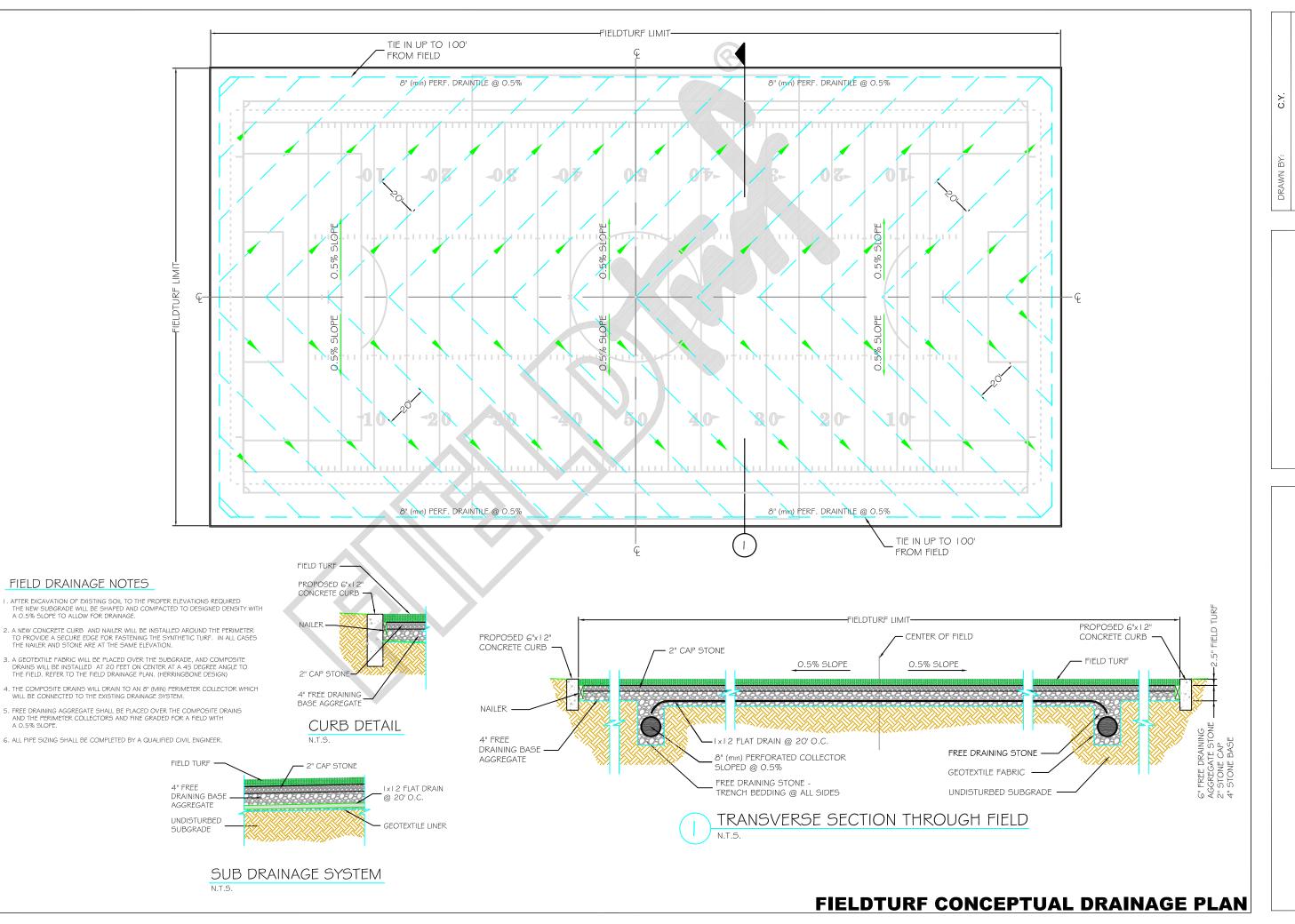
6. A detailed parking/traffic plan be provided indicating how the applicant anticipates handling additional park traffic on E. Wallace Street and Matchett Road with users accessing the park or field practice operation, whether there is any impact; and,

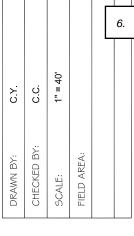
Response: Acknowledged. Currently "No Parking" signs are located offsite along Wallace Street and Matchett Road directly adjacent to the subject site. Additional no parking signs shall be provided if deemed necessary by the City.

7. A detailed plan identifying how the park will be accessed by the public and hours of daily availability for public use. This plan should also address how the park will be secured, monitored, and restricted during closed hours.

Response: Acknowledged. Cornerstone Charter School and City Staff will work together to craft a plan relating to this. These requirements can also be amended into the current Non-Exclusive agreement in place for Wallace Park between the City of Belle Isle and Cornerstone Charter. A copy of the executed agreement has been included with this letter.

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UNITED IN SPORT 

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20' HERRINGBONE @ RECTANGL



## CRUSHED STONE BASE WITH FLAT DRAINS

Either Base stone type 1 or base stone type 2 may be used, depending on availability.

#### **%PASSING**

Sieves	Base StoneType 1	Base StoneType 2	Finishing Stone
3" or 75mm	_	_	_
2" or 50mm	100	_	<u>-</u>
1 " or 38mm	90-100	_	_
1" or 25mm	75-100	100	_
or 19mm	65-95	90-100	_
" or 12.5mm	55-85	80-100	100
3/8" or 9.5mm	40-75	70-100	85-100
" or 6.3mm	25-65	60-90	75-100
US #4 or 4.75mm	15-60	50-85	60-90
US #8 or 2.36mm	0-40	30-65	35-75
US #16 or 1.18mm	0-20	10-50	10-55
US #30 or 600mm	0-10	0-35	0-40
US #60 or 250mm	0-8	0-15	0-15
US #100 or 150mm	0-6	0-8	0-8
US #200 or 75mm	0-5	0-2	0-2

## **RESTRICTIONS:**

To ensure structural stability:  $D_{60}/D_{10} > 5$  and  $1 < \frac{D^2_{30}}{D_{10}/D_{60}} < 3$ 

Fragmentation must be 100%.

To ensure separation of both stones:  $\frac{D_{85} \text{ of finishing stone}}{D_{15} \text{ of base stone}} > 2$  and  $3 < \frac{D_{50} \text{ of finishing stone}}{D_{50} \text{ of base stone}} < 6$ 

To ensure proper drainage: Permeability of base stone > 50 in/hr  $(3.5 \times 10^{-2} \text{ cm/sec})$ 

Permeability of finishing stone > 10 in/hr (7.0 x  $10^{-3}$  cm/sec)

Porosity of both stones > 25% (When stone is saturated and compacted to 95% Proctor.)

Depending on the type of rock present in the crushed stone mix, other mechanical characteristics might be necessary for approval

• "Dx" is the size of the sieve (in mm) that lets pass x% of the stone. For example,  $D_{60}$  is the size of the sieve that lets 60% of the stone pass. These sizes, for calculation purposes, may be obtained by interpolation on a semi-log graph of the sieve analysis.

Should the field need to support heavy vehicles, consideration must be given for the load bearing requirements of the base.

FieldTurf accepts no responsibility with regard to the base installation. This information is to be used as a guide only and must be modified to meet local soil conditions and anticipated rainfalls.



## TECHNICAL PRODUCT SPECIFICATION

## **CLASSIC HD**









## **SLIT-FILM 2.25**"

PROPERTY	VALUE	UNITS	METHOD
Product Stock Code	FTHD-57		
Pile Yarn Type	UV-resistant polyethylene		n/a
Yarn Structure	Slit-Film		n/a
Yarn Denier	10800	Denier	D1577
Tape Thickness	130	Microns	D3218
Pile Height	2.25	inches	D5823
Pile Weight	33	oz/yd²	D5848
Primary Backing Weight	7+	oz/yd²	D5848
Secondary Backing Weight (Finger-Unit)	14+	oz/yd²	D5848
Total Carpet Weight	54	oz/yd²	D5848
Stitch Gauge	3/4 inch centers		D5793
Tuft Bind	8+	lbs/force	D1335
Grab Tear Length	>200	lbs/force	D5034
Grab Tear Width	>200	lbs/force	D5034
Pill Burn Test	Pass		D2859
Impact Attenuation (Gmax)	<200	gmax	F1936
Water Permeability	>40	inch/hour	DIN 18-035
Cryogenic SBR Rubber Infill	2.2	Lbs/ft2	
Sand	6.2	Lbs/ft2	
Total Product Weight	1264	oz/yd²	

Issue Date: 4/2/2018

**Disclaimer**: Variation of +/-5% on above listed property values is within normal manufacturing tolerances













## Permeability of Synthetic Turf Sports Field Base Stone by Double Ring Infiltrometer (BS EN 12616:2013) Method A: Synthetic Turf, Textile, Synthetic and Bound Sports Surfaces

#### CLIENT:

Company:	Fieldturf	Report Number:	75254
Address:	7445 Cote-de-liesse Rd Suite 200	Lab Test Number:	3059-8159
	Montreal Quebec H4T1G2	Test Date:	10/8/2018
		Report Date:	10/9/2018
		Page:	1 of 8
Requested By:	Alpha Gumboc		

### SITE INFORMATION:

Site Address:	Rollins College	System Description:	Turf: FTHD2
	Baseball Stadium		Infill: Silica Sand (Bottom Layer)
	700-800 Aragon Avenue		Infill: Rubber/Sand Mix (Middle Layer)
	Winter Park, FL 32792		Infill: Rubber (Top Layer)
			Pad: None
			Base: #57 Stone





### Test Scope:

This specification provides a method for determining water infiltration rate. An infiltrometer is used to measure the rate of water infiltration into soils or other porous medias. The double ring infiltrometer employs two rings: an inner and an outer ring. The objective is to create a one-dimensional flow of water from the inner ring, with the outer ring helping control the flow into the inner ring, under a constant head pressure of 31 ± 5mm depth. After a ten-minute acclimation period of equalizing and adjusting flow rates, the technician begins recording the amount of gallons used to maintain the constant head pressure of 31 ± 5mm depth, equalized between the inner and outer rings for a duration of twenty minutes. The gallons recorded are fed into formulas that convert to drainage rates per hour, normalized to the water temperature at the time of the test (viscosity). Six site locations were tested, consisting of placing the infiltrometer on top of the synthetic turf surface, forcing ponding within the two rings, with the outer ring serving as a buffer area to prevent lateral flow of water from the inner ring. The rate of entry into the inner ring was measured to determine vertical drainage flow rate.

### Requirements:

Synthetic Turf Council (Suggested Guidelines for Synthetic Turf Performance): > 10 inches/ hour

Form:	Rev:	Revision Date: 10/9/2018	Page <b>1</b> of <b>7</b>
Release Date:	Control Type: Electronic – Expires 24 hours after this date: Oct. 9, 18		
		Printed copies are uncontrolled	



Test Data:		
Site #	1	
Site Location	Foul Territory, Off 3rd Base, Near Coach's Box	
Test Area	Full System	
Date of Test	10/8/2018	
Weather	Sunny	
Time of Test	10:30 AM	
Surface Temperature	82°F	
Water Temperature	82°F	
Gallons Used	31.4	
Test Time	20 Minutes	
Viscosity Factor	0.83	
Normalized Drainage Rate	61 inches/hour	
Outflow Observed (Wetted Area)	5' West Direction	
Comments	Meets/Exceeds 10"/ hr	



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Form:	Rev:	Revision Date: 10/9/2018	Page <b>2</b> of <b>7</b>
Release Date:	Control Type: Electronic – Expires 24 hours after this date: Oct. 9, 18		
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Test Data:		
Site #	2	
Site Location	Btw 2 <sup>nd</sup> and 3 <sup>rd</sup> Base, Outer Edge of Infield	
Test Area	Full System	
Date of Test	10/8/2018	
Weather	Partly Cloudy	
Time of Test	11:15 AM	
Surface Temperature	84°F	
Water Temperature	83°F	
Gallons Used	37.9	
Test Time	20 Minutes	
Viscosity Factor	0.82	
Normalized Drainage Rate	73 inches/hour	
Outflow Observed (Wetted Area)	2' West Direction	
Comments	Meets/Exceeds 10"/ hr	



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Form:	Rev:	Revision Date: 10/9/2018	Page <b>3</b> of <b>7</b>
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Test Data:			
Site #	3		
Site Location	Btw Pitcher's Mound and 2nd Base		
Test Area	Full System		
Date of Test	10/8/2018		
Weather	Cloudy		
Time of Test	12:00 PM		
Surface Temperature	85°F		
Water Temperature	83°F		
Gallons Used	37.0		
Test Time	20 Minutes		
Viscosity Factor	0.82		
Normalized Drainage Rate	71 inches/hour		
Outflow Observed (Wetted Area)	5' SW Direction		
Comments	Meets/Exceeds 10"/ hr		



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Form:	Rev:	Revision Date: 10/9/2018	Page <b>4</b> of <b>7</b>
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Test Data:			
CH. II			
Site #	4		
Site Location	Btw 1st and 2nd Base, Within Base Line		
Test Area	Full System		
Date of Test	10/8/2018		
Weather	Cloudy		
Time of Test	12:45 PM		
Surface Temperature	86°F		
Water Temperature	83°F		
Gallons Used	28.9		
Test Time	20 Minutes		
Viscosity Factor	0.82		
Normalized Drainage Rate	55 inches/hour		
Outflow Observed (Wetted Area)	5' North Direction		
Comments	Meets/Exceeds 10"/ hr		

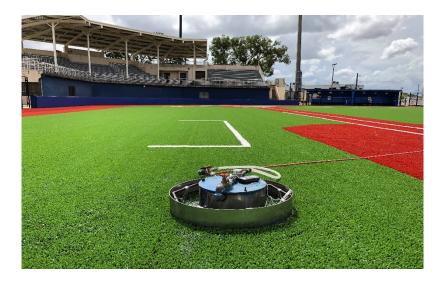


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Test Data:			
Site #	5		
Site Location	Foul Territory, Off 1st Base, Near Coach's Box		
Test Area	Full System		
Date of Test	10/8/2018		
Weather	Cloudy, Windy		
Time of Test	1:30 PM		
Surface Temperature	89°F		
Water Temperature	82°F		
Gallons Used	28.9		
Test Time	20 Minutes		
Viscosity Factor	0.83		
Normalized Drainage Rate	56 inches/hour		
Outflow Observed (Wetted Area)	7' East Direction		
Comments	Meets/Exceeds 10"/ hr		



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Form:	Rev:	Revision Date: 10/9/2018	Page <b>6</b> of <b>7</b>
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Test Data:			
Site #	6		
Site Location	Behind Home Plate		
Test Area	Full System		
Date of Test	10/8/2018		
Weather	Light Rain		
Time of Test	1:15 PM		
Surface Temperature	81°F		
Water Temperature	82°F		
Gallons Used	18.5		
Test Time	20 Minutes		
Viscosity Factor	0.83		
Normalized Drainage Rate	36 inches/hour		
Outflow Observed (Wetted Area)	5' NE Direction		
Comments	Meets/Exceeds 10"/ hr		



**CONCLUSION:** 

All test sites meets/exceeds suggested guidelines of > 10" per hour.

Test Report Approval:

Erle Miles, III, Lab Director Testing Services Inc.

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End of Report



Form:	Rev:	Revision Date: 10/9/2018	Page <b>7</b> of <b>7</b>
Release Date:	Control Type: Electronic – Expires 24 hours after this date: Oct. 9, 18		
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# AGREEMENT FOR NON-EXCLUSIVE USE OF WALLACE FIELD

THIS AGREEMENT FOR NON-EXCLUSIVE USE OF WALLACE FIELD (the "Agreement") is made this 22 day of \_\_\_\_\_\_\_\_, 2019 by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the "City"), and City of Belle Isle Charter Schools, Inc., a Florida not-for-profit corporation which operates Cornerstone Charter Academy, a Florida municipal charter school whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809 ("CCA").

## **RECITALS:**

- A. The City owns that certain real property upon which a field commonly known as Wallace Field (the "Property") is located at E. Wallace Street intersection with Matchett Road which Property has Orange County Tax Parcel Identification # 24-23-29-8977-00-021.
- B. The Property is located within the City and is zoned Open Space (OS) which permits Open Space/ Recreational Facility.
- C. CCA desires to utilize the Property as a practice field for CCA's athletic programs, and to perform certain improvements to the Property, and the City desires to authorize such use and improvements on the terms, conditions, and provisions provided herein.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

## 2. Construction, Maintenance and Repair

(a) Concept, Site Plan and Improvements Approval. On or before one hundred twenty (120) days after the Effective Date ("Approval Date"), the City and CCA shall consider what concept, site plan and improvements for the Property are acceptable. If the City and CCA, in their respective sole discretions, do not each approve of the same concept, site plan and improvements for the Property on or before the Approval Date, this Agreement terminates on the day after the Approval Date. CCA shall, at its expense, prepare a professionally drawn site plan for the Property which site plan must meet the City's code requirements and which site plan is subject to initial approval by City Staff. Upon such initial approval, City Staff shall take such actions as the City deems appropriate for seeking approval of the use, including but not limited to preparing the application for site plan approval and acting as the applicant before the City's Planning and Zoning Board. The City may in its discretion authorize use of the Property by CCA prior to site plan approval, which use shall be subject to the terms, conditions, and provisions of this

Agreement except that the City may terminate such use and this Agreement at any time prior to site plan approval. In the event CCA's proposed site plan is denied by the City, either the City or CCA may terminate this Agreement upon written notice to the other party. If the site plan is approved by the City's Planning and Zoning Board and becomes final without a challenge or appeal, it shall be the "Site Plan" as hereafter referred to in this Agreement.

- (b) Improvements to Property. On or before July 15,2020, or a date mutually agreed to by the parties, CCA shall construct and make all of the improvements on the Property according to the approved Site Plan. The fees, costs, and expenses for the design, permitting, construction and improvements will be the sole responsibility of CCA. Additional construction and improvements may not be performed absent written consent by the City.
- (c) Maintenance by CCA. CCA, at its cost, shall keep the Property in a neat, clean, and safe condition during and immediately following each event and use of the Property by CCA. After each event and use of the Property by CCA, and before leaving the Property, CCA shall remove any tangible personal property, equipment, waste, temporary signs, and other items associated with CCA's event or use of the Property except where authorized by the City, and CCA, at its cost, shall fully restore the Property to a clean, safe, and orderly condition to the satisfaction of the City in the City's sole discretion. CCA shall promptly repair any damage to the Property arising from the use of the Property by CCA or its agents, employees, attendees, students, etc.
- (d) Maintenance by City. Except for the responsibilities assigned to CCA under subparagraph 2(c) above, the City shall maintain the appearance and general condition of the Property in a neat and clean manner. Maintenance Costs incurred by the City shall be evenly split between the parties. The City will bill CCA for such costs via itemized invoices, which must be paid within 30 days of receipt by CCA.
- (e) Ownership. This Agreement grants a license to CCA for the express purposes set forth herein and does not convey any property or equitable interest (including leasehold interest) in the Property to CCA. Any improvements constructed or installed upon the Property with the approval of the City shall be and remain property of the City solely. CCA shall take such additional actions as are necessary in the City's discretion to convey ownership of any improvements that it constructs or installs on the Property to the City. The City reserves all rights of ownership in the Property.
- (f) No Liens. CCA acknowledges and agrees that the Property is owned by a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or other liens and encumbrances due to the City's sovereign immunity and constitutionally protected status. CCA shall not permit and shall affirmatively prevent any construction or mechanic's lien and any other lien or encumbrance to be filed or claimed against the Property for any labor, services or materials furnished to the Property, improvements to the Property by CCA or otherwise filed or claimed arising out of or concerning the actions or omissions of CCA or CCA's agents, employees, invitees, contractors, subcontractors, laborers, materialmen, vendors, and licensees.

## Use of Property

(a) Use Restrictions. CCA is authorized to conduct practice for its athletic programs, and other uses on the Property as approved by the City in the City's sole discretion. Use of the Property by CCA shall be during daylight hours only. The City shall have priority to use the Property for any purpose in the

City's discretion, and the City shall endeavor but is not required to provide one day's written notice of potential interference with CCA's use of the Property and to coordinate with CCA. The City may close the Property for maintenance, repair or other reasons in the City's discretion and shall provide at least one day's notice of closure of the Property if such closure would interfere with CCA's use of the Property. Further, the City may close the Property for an emergency. CCA has no rights to allow any organization, group, corporation, entity, person or persons, other than CCA's students, coaches, faculty and administrators to use the Property, consistent with this Agreement, as CCA's use rights under this Agreement are only for CCA.

- (b) Non-Exclusive Use. When the Property is not in use by CCA, the Property shall be available for use by the City, City-approved third party users, the general public, or any other user and for any purpose, all as determined by the City in the City's sole discretion. After any use of the Property by the City or City-approved third-party users, the City shall remove any equipment, waste, signs, and other items associated with the use of the Property that the City does not intend to allow to remain on the Property and shall restore the Property to a clean, safe and orderly condition. The City shall promptly repair any damage to the Property arising from the use of the Property by the City or its approved third-party users.
- (c) Parking and Traffic. The parties anticipate that CCA's use of the Property will bring additional vehicular traffic to the area. Except for official City vehicles or CCA vehicles necessary to transport equipment to and from the Property or to otherwise maintain the Property, parking shall only be allowed on CCA property, and shall not be allowed on the Property or abutting public right-of-way, absent written permission by the City. Unauthorized vehicles will be cited and/or towed at the owner's expense. Drop-off and pick-up of students at the Property will not be allowed. It is the responsibility of CCA to convey these rules to the students, coaches, faculty, and parents, and for CCA to enforce said rules.

### 4. Insurance & Indemnification

- (a) Insurance. CCA shall at its sole cost provide liability coverage with the City named as an additional insured in the amount of One Million (\$1,000,000.00) Dollars per occurrence, and Three Million (\$3,000,000.00) Dollars in the aggregate. All insurance shall be obtained from companies authorized to do business in the State of Florida and which have an AM Best rating of at least "A". Within five (5) days of the Effective Date, CCA shall cause the insurance company to provide a certificate of insurance confirming that the City is insured by the insurance company in accordance with the provisions of this Agreement. Further, CCA and the insurance company shall provide the City with a copy of the policy of insurance within thirty (30) days of the Effective Date. Further, the policy and certificate shall provide for not less than thirty (30) days advance notice to the City before cancellation, expiration or alteration of any policy of insurance. CCA agrees to maintain such policy of insurance during the term of this Agreement, and any failure to do so will constitute a breach of this Agreement. Also, the policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.
- (b) Indemnification. CCA hereby indemnifies and agrees to hold harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney's fees for trials and appeals, claimed or asserted by or on behalf of any person arising from any act or omission of CCA or its agents, officers,

employees, contractors, or students related to CCA's use of the Property, but excluding only such matters that are caused by the sole negligence of the City or its officials or employees. This paragraph shall survive termination and expiration of this Agreement.

(c) Sovereign Immunity. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City or CCA of their respective sovereign immunity protections or of any other privilege, immunity or defense afforded to them or any of their respective officials, employees and agents under the Constitution and laws of the State of Florida.

## Term & Breach

- (a) Duration. Unless earlier terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be ten (10) years from the Effective Date of this Agreement, and shall automatically renew for additional ten (10) year periods unless either party delivers written notice to the other party of its intent not to renew at least ninety (90) days prior to expiration of the current term.
- (90) days written notice if the City determines in its sole discretion that the Property should be sold or used for some other purpose. CCA may terminate this Agreement upon ninety (90) days written notice to the City, after which termination, CCA shall cease all use of and responsibility for maintenance of the Property. Either party may terminate this Agreement upon breach by the other party if the breaching party fails to cure the breach, or take reasonable steps to cure the breach, within thirty (30) days written notice of the breach to the other party. Provided however, that if the City terminates this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, the City shall reimburse CCA the reasonable construction expenses for the physical improvements to the Property approved by the City which expenses were paid by CCA as such are documented to the reasonable satisfaction of the City in improving the Property, on a pro rata basis proportionate to the number of years remaining in the term. Should CCA terminate this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, CCA shall forfeit all rights to the improvements and the City shall not reimburse CCA for any improvements. The City and CCA may at any time mutually agree to terminate this Agreement.
- (c) Property Condition. Upon termination or expiration of this Agreement, CCA shall remove all tangible personal property and equipment, except to the extent the City otherwise allows such to remain, and leave the Property in good, clean, and neat condition, aside from wear and tear due to normal use.
- (d) Default. The following occurrences or events shall constitute a material default of this Agreement by CCA for which the City may immediately terminate this Agreement upon written notice to CCA: (i) the filing by or against CCA in any court, pursuant to any statute, either of the United States or any state, of a petition in bankruptcy alleging insolvency or seeking reorganization, the appointment of a receiver or trustee, an arrangement under the Bankruptcy Acts, or any similar type of proceeding and the failure of CCA to cause any such filing to be dismissed within a period of 20 days after the date of such filing; (ii) CCA making or proposed making of an assignment for the benefit of creditors; or (iii) CCA abandons use of the Property for a period of six (6) months or more.

## 6. General Provisions

- (a) Attorney Fees. In the event of any dispute or any lawsuit to enforce the terms of this Agreement, each party shall bear their own attorneys' fees and costs.
- (b) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all previous promises, negotiations, representations, and statements with respect to its subject matter. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.
- (c) Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach of default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. Further, nothing herein shall constitute a waiver of the City's home rule or police power authority.
- (d) No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than the parties hereto and their respective successors in interest and title.
- (e) Binding Effect & Assignment. This Agreement shall be binding upon the parties and their respective successors in interest and title. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by CCA without the prior written consent of the City, in the City's sole discretion.
- (f) Governing Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.
- (g) Severability. If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.
- (h) Warranties/Representations. Each party represents that he, she, or it has full authority to execute this Agreement. The City makes no representations or warranties regarding the suitability of the Property for any use to which CCA intends to put or will put the Property. CCA warrants that CCA has full right and authority to engage in the activities that CCA intends to pursue on the Property under this Agreement. The City in no way warrants or guarantees that CCA will be able to obtain any necessary permit or approval from the City or other governmental agency.

- (i) Time of the Essence. Time is of the essence for performance of obligations under this Agreement.
- (j) Notice. Any notices permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically, or within three (3) days after depositing with the United States Postal Service, postage prepared or by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service, to a party's address as provided in the introductory paragraph of this Agreement.
- (k) Compliance with Laws/Regulations. CCA shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. CCA shall be responsible for: (i) securing all appropriate permits and approvals related to the, design, permitting and construction on, and use of, the Property from the City unless and then only except as may be otherwise expressly provided herein; and (ii) for complying with all applicable state and local agencies, concerning CCA's use of the Property and operation thereon under the Agreement.
- (l) No Pledge of Taxation. In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the city or a general obligation or indebtedness of the city within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be performed or paid solely from legally available revenues and appropriated funds.
- (m) Execution, Effective Date & Non-Waiver. This Agreement may be executed in separate copies by the parties or as part of a single document. Any facsimile or electronic copy of this Agreement, and all signatures thereon, shall be considered for all purposes as an original. This Agreement shall be effective as of the date that it is last executed by the parties and approved by the Belle Isle City Council (the "Effective Date"). By approving and executing this Agreement, the City in no way waives the City's right to contest, and the City does not hereby consent to or agree to the validity of, CCA's bylaws and past or future modification of the CCA bylaws which have diminished or will in any way diminish the City's right to appoint or select CCA board members, and any other actions of CCA which have been or will be inconsistent with the school charters or any provision of law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the Effective Date.

CITY OF BELLE ISLE

CITY COUNCIL

Nicholas Fouraker Mayor

**ATTEST** 

Yolanda Quiceno, City Clerk

Date

CITY OF BELLE ISLE CHARTER SCHOOLS,

**INC** 

Signature

**Print Name** 

Position/Title



April Fisher, A
PRESIDENT
407.494.8789
fisherpds@outlook.com

September 14, 2020

Special Exception and Site Plan Review: Wallace Park Improvements

**Applicant Request:** This is a City owned property purchased in 2016. The City rezoned the property from single-family to an open space zoning designation in 2018. In partnership with Cornerstone Charter School, the City is seeking approval to develop the property as a public park with a practice athletic field for Cornerstone.

**Existing Zoning/Use**: Open Space/ Vacant

#### **Application Overview**

The proposed application is for development of a public park that will also include practice fields for the Cornerstone Charter School. The property is located within the jurisdiction of the City of Belle Isle and is owned by the City, with a zoning designation of Open Space.

Sec. 54-84 of the City Code identifies requirements for the Open Space zoning district. Active recreational uses are allowed through a special exception process (Sec. 54-84 (d)). Site plan review and approval by the Planning and Zoning Board is also required before a building permit may be issued (Sec. 54-84(g)(2)).

#### **Staff Review**

The following development standards apply to the Open Space zoning district:

- 1. No parking shall be located within 25 feet of any residentially zoned property nor within 15 feet of any right-of-way line.
- 2. No building, or structure, except fences or walls, shall be located within 50 feet of any residentially zoned property line or right-of-way line.
- 3. Impervious surfaces shall not cover more than 35 percent of the lot area.
- 4. Maximum building height is restricted to 20 feet.

#### **Staff Recommendations**

The proposed site plan is consistent with the development standards for the Open Space zoning district, with two considerations for further review: 1.) the Code does not provide parking space requirements for parks. The site plan proposes ten spaces. The Board can decide to define an adequate number based on review of the site plan and proposed activities (active/passive components). 2.) Impervious data is not provided with the site plan. An artificial turf field is proposed for a large portion of the site. The applicant will need to provide specific data regarding

whether the artificial turf is pervious or impervious to determine if the impervious surface ratio standard is met.

For the Board's consideration, it is within the Boards purview to require conditions applicable to approval of a proposed site plan. Staff recommends that the following considerations as conditions to be placed upon an approval of the proposed site plan:

- 1. Specifications on the artificial turf must be provided to verify whether it is pervious or impervious to determine if the impervious surface ratio standard is met. If this can not be substantiated or is not pervious, the application will be required to come back to the Board for formal review again.
- 2. Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-84 (g) (1) shall be provided for review with the building permit application.
- 3. A restriction that lighting of the practice field is not permitted to prevent light pollution on adjacent residential properties.
- 4. A prohibition on any private business or commercial enterprise running a business from the property such as, but not limited to, private lessons or outdoor classes such as yoga, group events, or non-profit special events not approved by the City.
- 5. An executed Memorandum of Understanding or other Agreement, as approved by City Council, between the City of Belle Isle and Cornerstone Charter School regarding each party's responsibilities and authorities regarding development of the park, and operation of the park such as hours available for public use and access coordinated with use by the School, including property maintenance, gate operations, field maintenance, and authorized use of the proposed building.
- 6. A detailed parking/traffic plan be provided indicating how the applicant anticipates handling additional park traffic on E. Wallace Street and Matchett Road with users accessing the park or field practice operation, whether there is any impact; and,
- 7. A detailed plan identifying how the park will be accessed by the public and hours of daily availability for public use. This plan should also address how the park will be secured, monitored, and restricted during closed hours.

The Board may consider any of these conditions or apply others as deemed appropriate by the Board. Please note that if additional plans or agreements are requested, the Board may want to review these prior to granting approval of a site plan.

#### **Next Steps**

The Board may approve the proposed site plan application as it is, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application.

A decision by the Board may be appealed by an aggrieved person to the City Council pursuant to Sec. 42-71.











# WALLACE PARK IMPROVEMENTS



APPLICANT:

# CITY OF BELLE ISLE

1600 NELA AVE, BELLE ISLE, FL 32809

DATE: JUNE, 2020 ISSUED FOR:

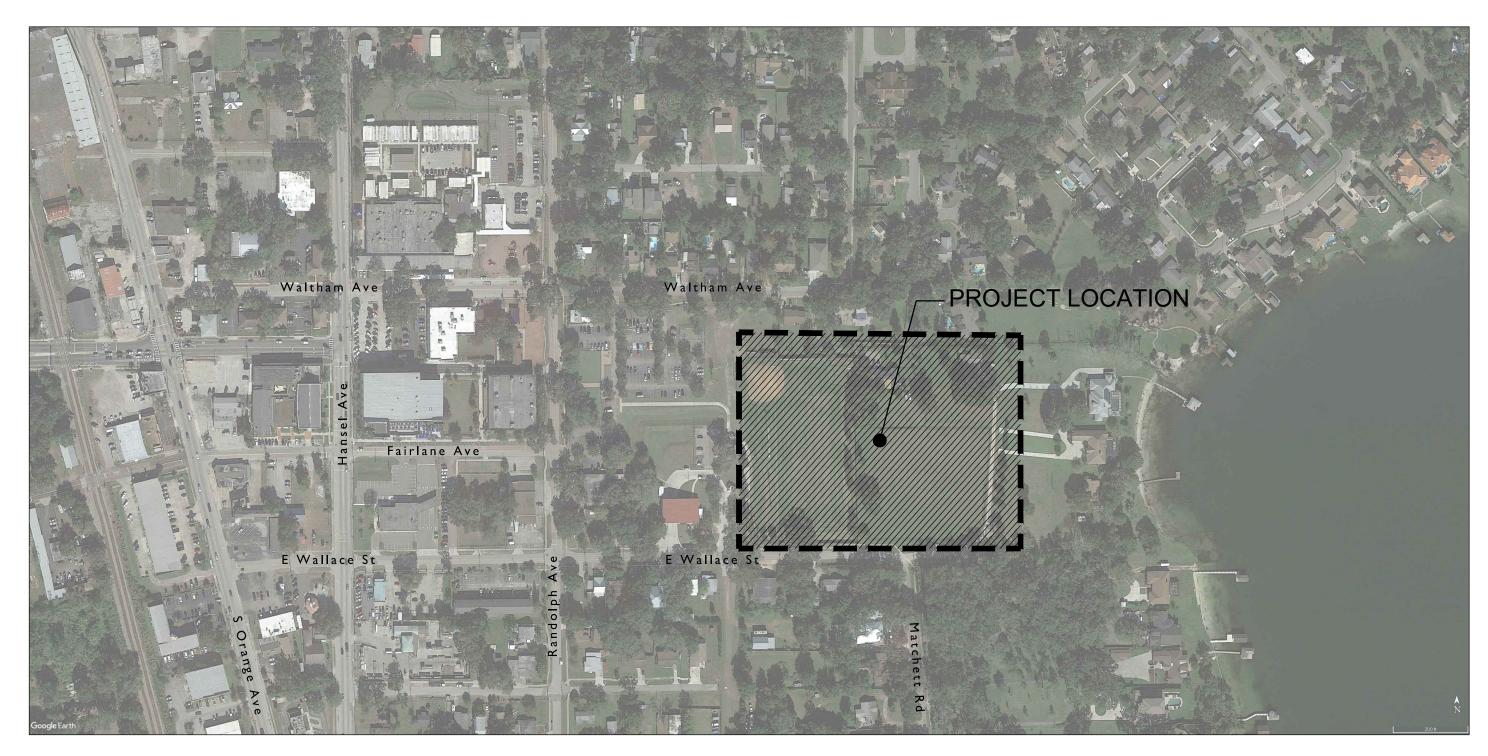
SITE PLAN APPROVAL

CIVICA PROJECT: 200108

	INDEX
	COVER SHEET & LOCATION MAP
	SURVEY
	ARCHITECTURE
A-1	PROPOSED SITE PLAN
A-2	EXISTING AND PROPOSED SITE IMAGES
A-3	PROPOSED BUILDING, PLANS, IMAGES
	LANDSCAPE
LA-1	LANDSCAPE PLAN
LA-2	LANDSCAPE DETAILS
	ANNEX CIVIL ENGINEERING

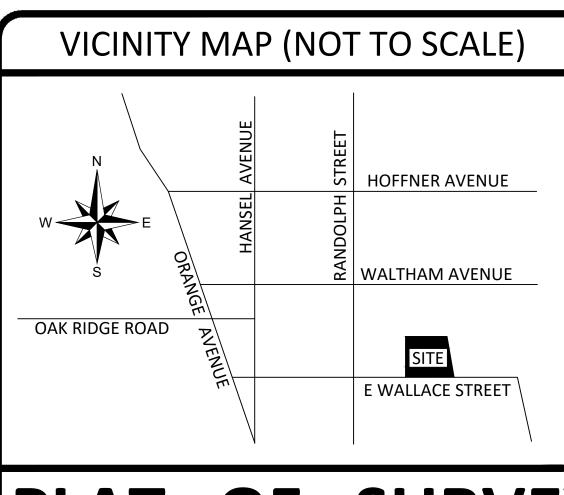


PROPOSED SITE 3D VIEW









# PLAT OF SURVEY

# LEGAL DESCRIPTION

A PORTION OF LOT 2, WALLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 2, WALLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 50 SECONDS EAST 300 FEET TO THE NORTH LINE OF SAID LOT 2, THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 359.92 FEET; THENCE SOUTH 04 DEGREES 13 MINUTES 30 SECONDS WEST 300.39 FEET, TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 338.47 FEET TO THE POINT OF BEGINNING.

CONTAINS: 104,686 SQUARE FEET OR 2.4033 ACRES MORE OR LESS.

## NOTES

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED NORTH R/W LINE OF E WALLACE STREET, BEING S90°00'00"W (DESC).

- 2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
- 3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- 4. THIS BUILDING/LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12095C0430F, COMMUNITY NO. 120179, ORANGE COUNTY, FLORIDA, EFFECTIVE: SEPTEMBER 25, 2009.
- 5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF
- 6. THIS SURVEY WAS MADE WITHOUT BENEFIT OF TITLE.

VIOLATIONS THEREOF.

- 7. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED.
- 8. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.
- 9. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK #C698001 HAVING AN ELEVATION OF 101.033 FEET, (NAVD 88).

SE CORNER LOT 10

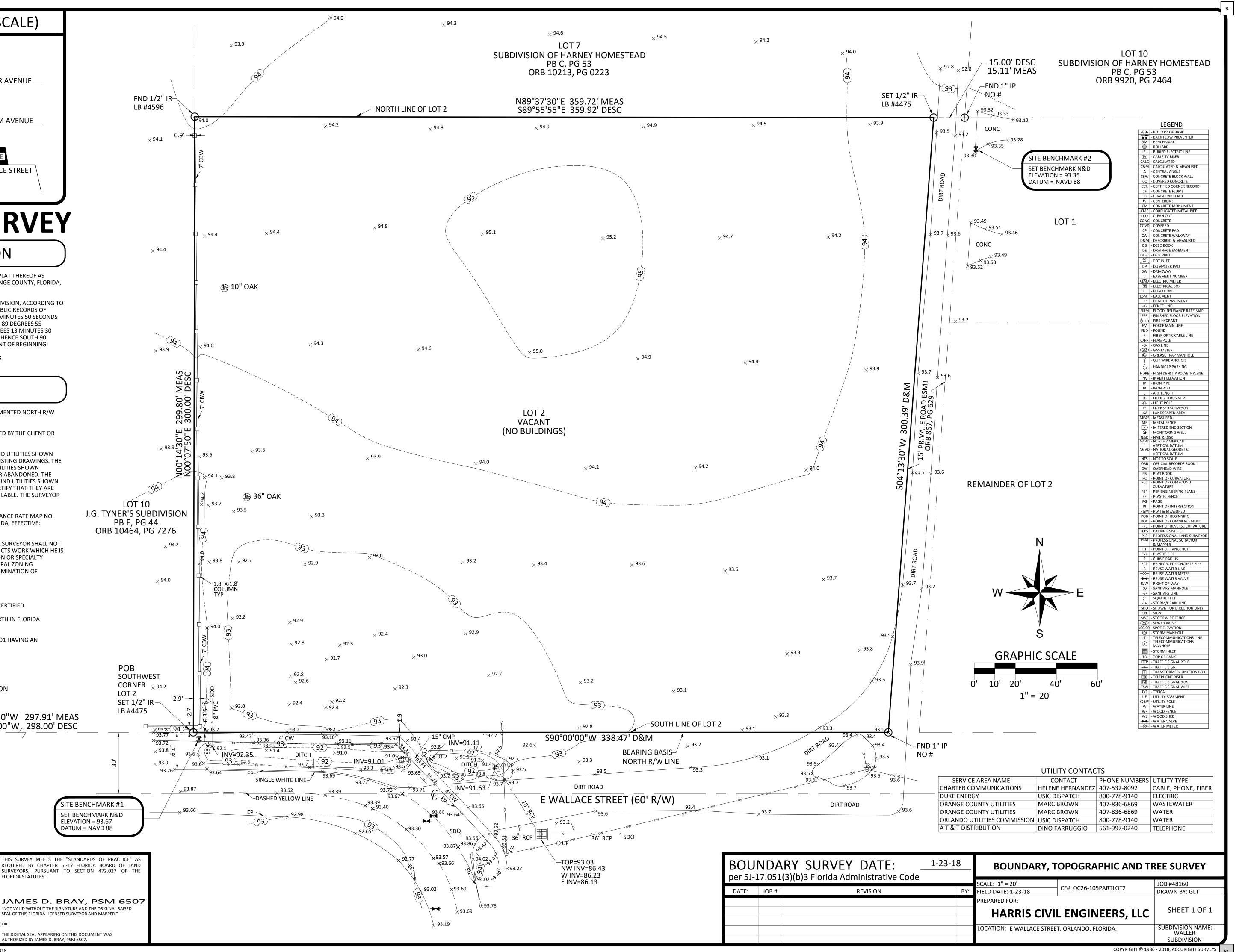
J.G. TYNER'S SUBDIVISION

— PB F, PG 44

FND 1 1/2" IP

NO # S89°34'50"W 297.91' MEAS

S90°00'00"W, 298.00' DESC



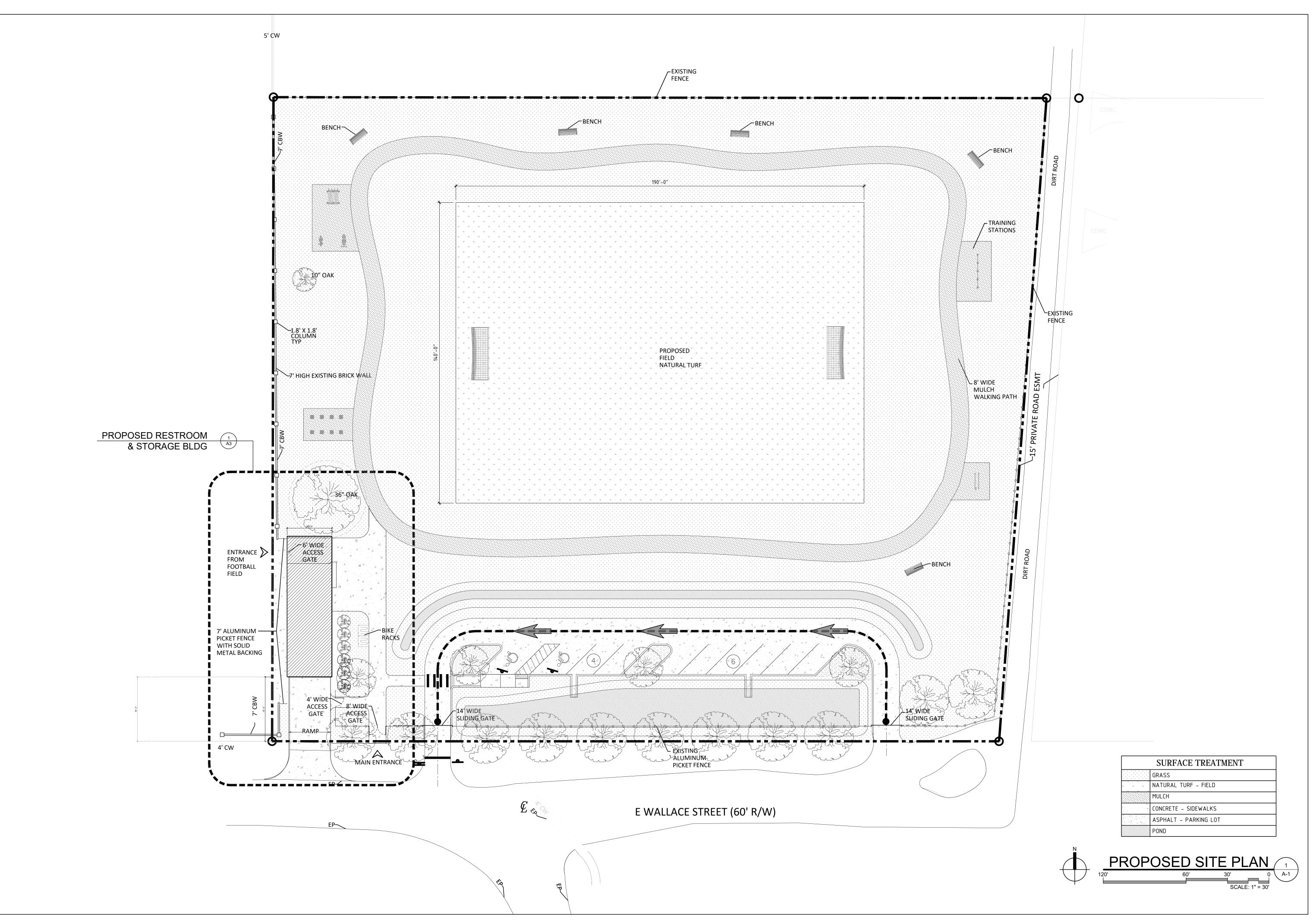
**ACCURIGHT** 

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475

2012 E. Robinson Street, Orlando, Florida 32803 www.AccurightSurveys.net

ACCU@AccurightSurveys.net

PHONE: (407) 894-6314





8323 NW 12th St. Suite 106 Doral, FL 33126 tel: 305.593.9959

www.civicagroup.com AA #26001093

PROJECT:

WALLACE PARK IMPROVEMENTS

E WALLACE ST. BELLE ISLE, FL 32809

APPLICANT:

THE CITY OF BELLE ISLE



1600 NELA AVENU

CIVICA PROJECT No: 200108

ISSUED FOR:

ZONING APPROVAL

No.	DATE	REVISION	BY

DRAWN BY:	APPROVED BY: RL	
DATE:	SCALE:	
2020 06 20	As Shown	

KEYPLAN

SEAL/SIGNATURE

ROLANDO LLANES AR - 0013160

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SHEET TITLE

PROPOSED SITE PLAN

SHEET NUMBER

A-1







<u>EAST</u>



<u>NORTH</u>



<u>SOUTH</u>



SEAL/SIGNATURE

DRAWN BY:

DATE: 2020-06-20

KEYPLAN

SG

ROLANDO LLANES AR - 0013160

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1600 NELA AVENUE BELLE ISLE, FL 32809

CIVICA PROJECT No:

200108

ISSUED FOR:

ZONING

APPROVAL

No. DATE REVISION BY

APPROVED BY:

SCALE: As Shown

SHEET TITLE

**AERIAL VIEWS** EXISTING & PROPOSED

SHEET NUMBER



EXISTING CONDITION 1
SCALE: N.T.S. A-1





NORTHEAST VIEW



TOP VIEW

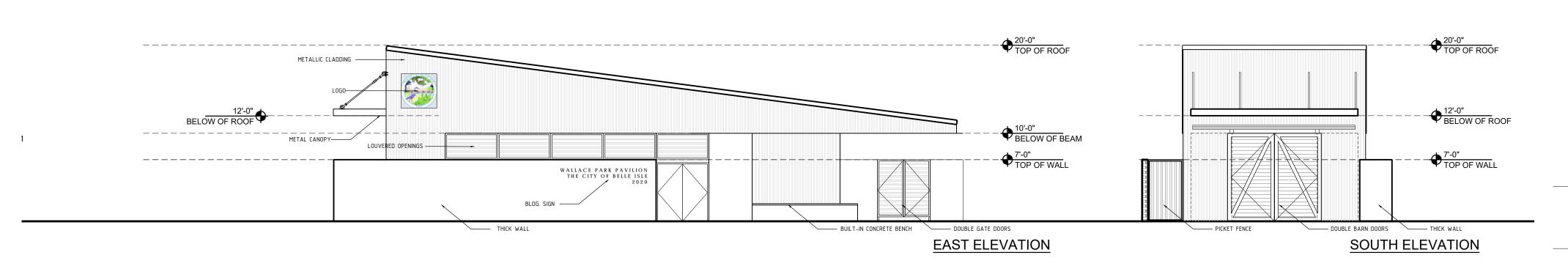


NORTH VIEW

WEST VIEW



METAL ROOF -BELOW OF BEA 7'-0"
TOP OF WALL PICKET FENCE DOUBLE GATE DOORS NORTH ELEVATION WEST ELEVATION



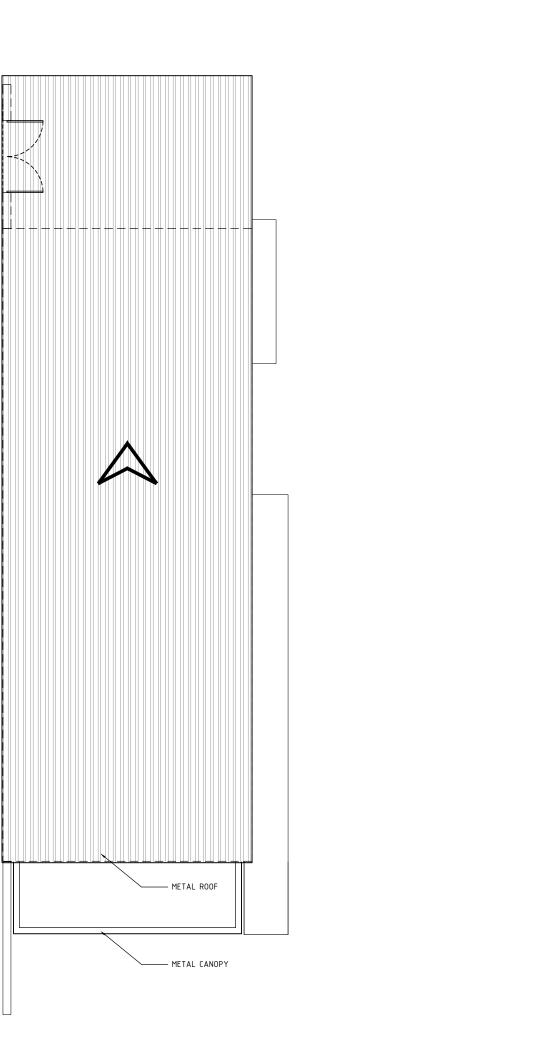
PROPOSED BUILDING - ELEVATIONS



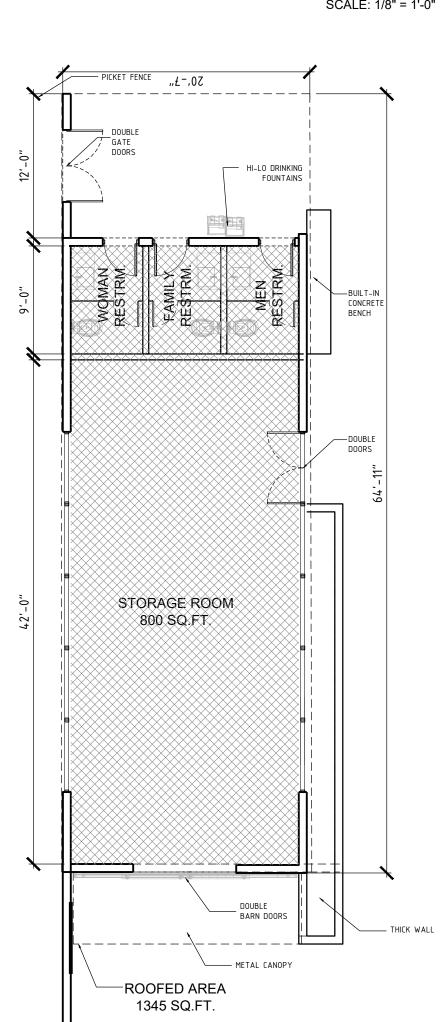
NORTHEAST VIEW



SOUTHEAST VIEW



**ROOF PLAN** 



8323 NW 12th St. Suite 106

Doral, FL 33126 tel: 305.593.9959 www.civicagroup.com AA #26001093

PROJECT:

WALLACE PARK **IMPROVEMENTS** 

E WALLACE ST. BELLE ISLE, FL 32809 APPLICANT:

# THE CITY OF BELLE ISLE



1600 NELA AVENUE BELLE ISLE, FL 32809

CIVICA PROJECT No: 200108

ISSUED FOR:

# ZONING APPROVAL

No.	DATE	REVISION	ВУ

DRAWN BY:	APPROVED BY:
SG	RL
DATE:	SCALE:
2020-06-20	As Shown

SEAL/SIGNATURE

ROLANDO LLANES AR - 0013160

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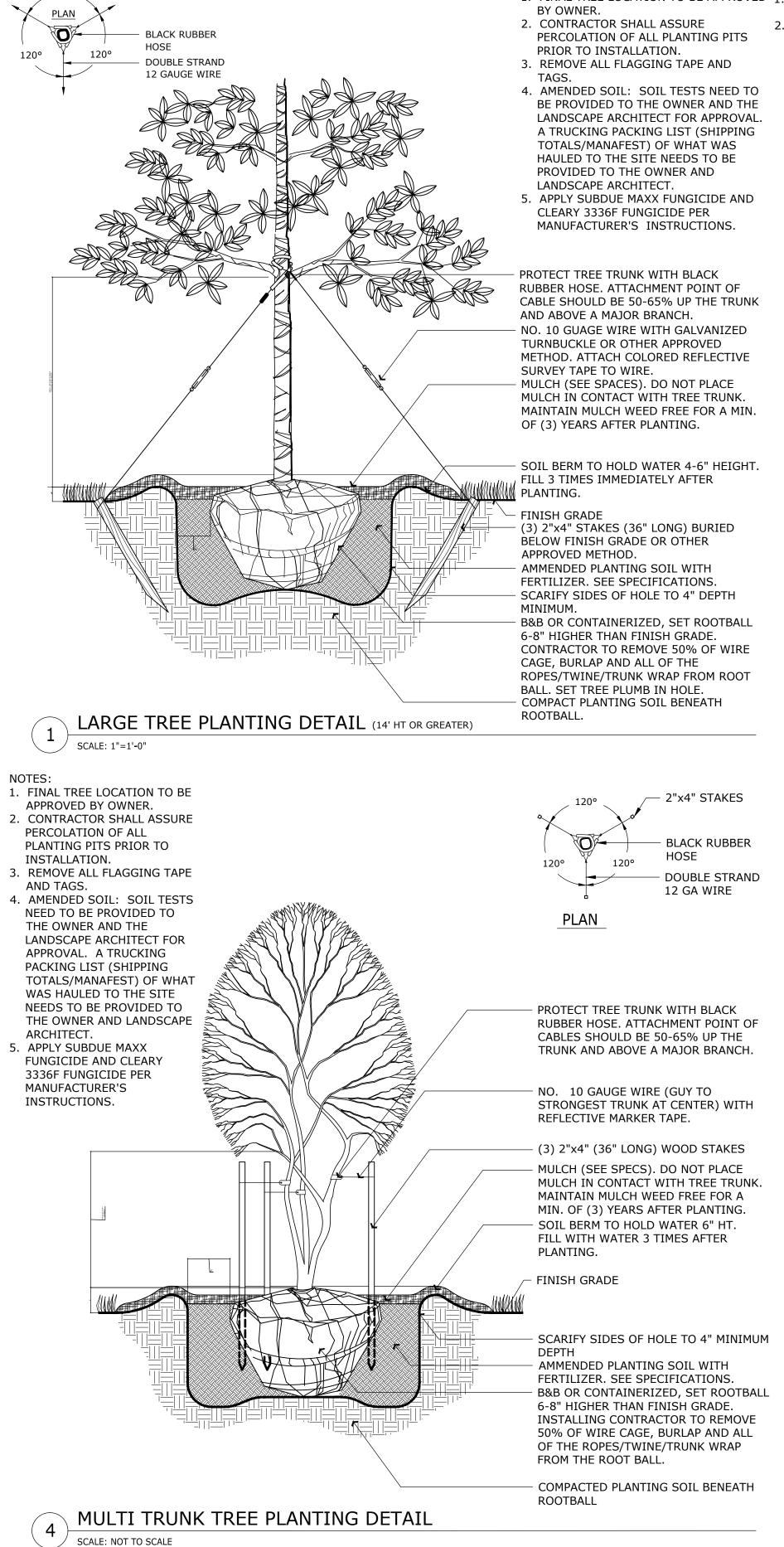
SHEET TITLE

FLOOR PLAN

PROPOSED BUILDING PLANS, IMAGES

PROPOSED BUILDING - PLANS

SHEET NUMBER



NOTES:

1. FINAL TREE LOCATION TO BE APPROVED BY OWNER.

2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

2. IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 2"-4" ABOVE FINISH GRADE. COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO SETTING ROOTBALL ELEVATIONS.

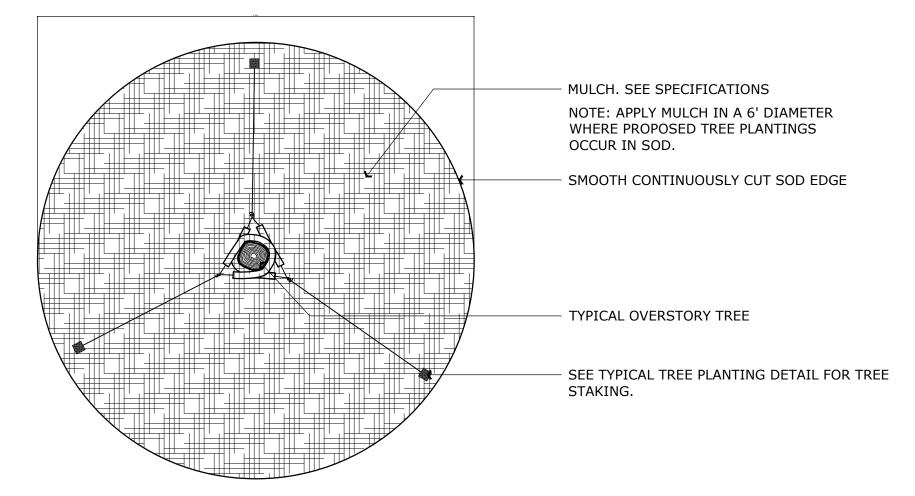
3. REMOVE ALL FLAGGING TAPE AND TAGS.

4. AMENDED SOIL: SOIL TESTS NEED TO

MULCH. SEE SPECIFICATIONS. WATER RING 6"-8" HT. FILL 3 TIMES IMMEDIATELY AFTER PLANTING. - EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER PLANTING BED TO A DEPTH OF 12" MIN. FINISH GRADE SCARIFY SIDES OF HOLE TO 4" DEPTH MIN. B&B OR CONTAINERIZED (SEE PLANT SCHEDULE FOR ROOT BALL REQUIREMENTS) PREPARED PLANTING SOIL SEE SPECIFICATIONS. COMPACTED PLANTING SOIL

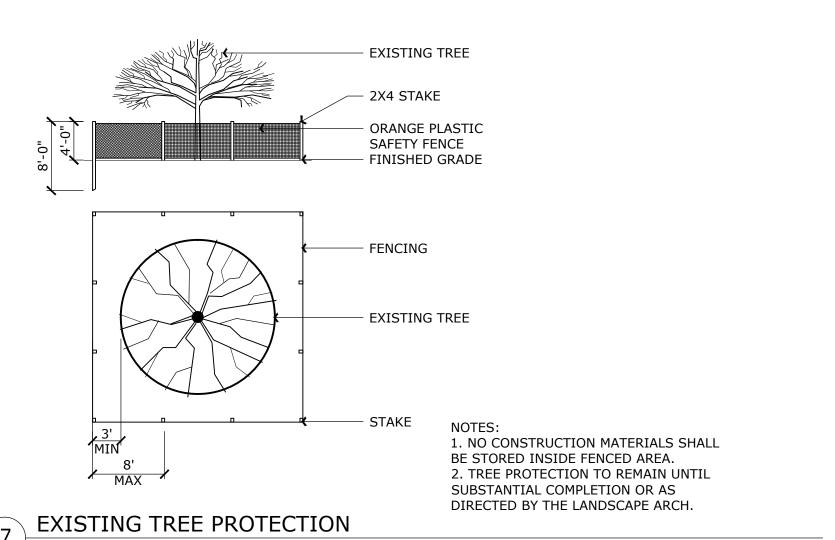
SHRUB AND GROUNDCOVER DETAIL

SCALE: NOT TO SCALE



5 TREE MULCHING IN SOD AREAS

SCALE: NOT TO SCALE

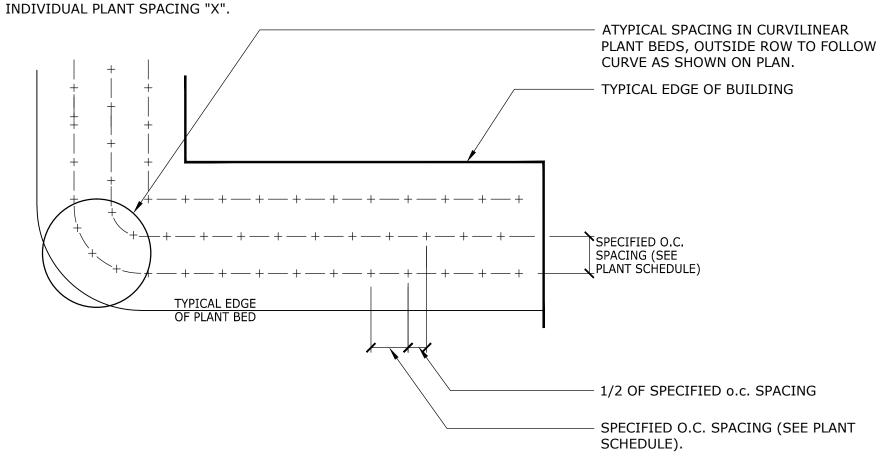


NOTE:

BENEATH ROOTBALL.

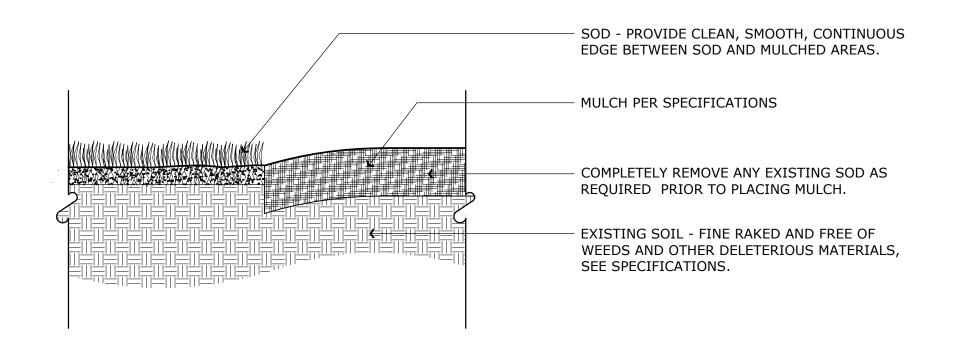
- CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING
- PITS/BEDS PRIOR TO INSTALLATION.

  2. ALL SHRUBS AND GROUNDCOVER MASSES TO USE TRIANGULAR SPACING EXCEPT WHERE NOTED. REFER TO PLANT LIST FOR



TYP. GROUND COVER SPACING DETAIL

SCALE: NOT TO SCALE



6 MULCH EDGE DETAIL

SCALE: NOT TO SCALE

CIVICA ARCHITECTURE & URBAN DESIGN

8323 NW 12th St. Suite 106 Doral, FL 33126 tel: 305.593.9959 www.civicagroup.com AA #26001093

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1600 NELA AVENUE BELLE ISLE, FL 32809

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ISSUED FOR:

ZONING APPROVAL

No.	DATE	REVISION	BY

DRAWN BY: APPROVED BY:
DPD RL

DATE: SCALE:
2020-06-20 As Shown

KEYPLAN

Douglas Dierlich LA0001696

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SHEET TITLE

LANDSCAPE DETAILS

SHEET NUMBER

L-2

\_\_\_\_\_

#### GENERAL NOTES

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH DRAWINGS FOR ALL DIVISIONS OF WORK.
- 2. CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH EXISTING SITE CONDITIONS PRIOR BIDDING WORK AND AGAIN PRIOR TO INITIATING CONSTRUCTION. ALL EXISTING SITE ROADS, PARKING LOTS, CURBS, UTILITIES, SEWERS AND OTHER ELEMENTS TO REMAIN SHALL BE FULLY PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
- 3. THE CONTRACTOR SHALL FIELD VERIFY ALL PROJECT CONDITIONS RELATIVE TO THE DRAWINGS PRIOR TO INITIATING ANY WORK.
- 4. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WITH WORK. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCY BETWEEN PLANS AND ACTUAL SITE CONDITIONS. NO WORK SHALL BE DONE IN AREAS WHERE SUCH DISCREPANCIES EXIST. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- 5. ALL BASE INFORMATION PROVIDED BY OWNER. CONTRACTOR SHALL FIELD VERIFY ALL INFORMATION PRIOR TO BEGINNING WORK.
- 6. THE BASE MAPPING/SURVEY WAS PROVIDED BY \_\_\_\_\_. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPENCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WITH WORK.
- 7. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO COMMENCING WITH WORK.
- 8. CONTRACTOR SHALL COORDINATE ACCESS AND STAGING AREAS WITH THE OWNER'S REPRESENTATIVE.
- 9. CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 48 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND OTHER ELEMENTS AND COORDINATE WITH THE OWNER'S REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS.
- 10. NOTIFY OWNER'S REPRESENTATIVE 72 HOURS IN ADVANCE OF ANY PLANNED UTILITY INTERUPTION.
- 11. CONTRACTOR SHALL COMPLY WITH STATE AND LOCAL LAWS AND REGULATIONS REGARDING NOTIFICATION OF EXISTING GAS AND OIL PIPELINE COMPANY OWNERS. EVIDENCE OF SUCH NOTICE SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WITH WORK.
- 12. CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THE DRAWINGS, AS WELL AS, ANY DISCOVERED DURING THE CONSTRUCTION PROCESS.
- 13. CONTRACTOR SHALL EMPLOY SKILLED PERSONNEL AND USE EQUIPMENT NECESSARY TO ENSURE THAT ALL WORK IS PROFESSIONALLY AND PROPERLY INSTALLED AND IN FULL COMPLIANCE WITH THE PLANS, SPECIFICATIONS AND DETAILS.
- 14. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZED LOCAL PRACTICES.
- 15. THE CONTRACTOR SHALL COORDINATE ALL WORK AND BE RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCE AND PROCEDURE OF WORK.
- 16. CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
- 18. THE LIMIT OF CONSTRUCTION LINE SHOWN DEFINES THE LIMIT OF WORK IN THIS CONTRACT. THERE MAY BE INSTANCES WHERE EROSION PROTECTION DEVICES AND UTILITY SYSTEMS EXTEND BEYOND THE PROJECT LIMITS LINE IN ORDER TO SUCCESSFULLY COMPLETE OPERATIONS AND/OR TIE INTO ADJACENT SYSTEMS.
- 19. MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCE, ORANGE GEO FENCE AND/OR OTHER MEASURES) DURING CONSTRUCTION. PROVIDE ADDITIONAL MEASURES AS NECESSARY TO MINIMIZE ADVERSE IMPACTS TO THE ADJACENT WATER BODIES, SURFACES AND STORM SEWERS ACCORDING TO ALL APPLICABLE FEDERAL/STATE/LOCAL LAWS AND REGULATIONS.
- 20. REPORT ALL EXISTING DAMAGE OF EXISTING SITE IMPROVEMENTS TO OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT DAMAGE.
- 21. CONTRACTOR SHALL PROTECT, BY WHATEVER MEANS NECESSARY, THE EXISTING SITE IMPROVEMENTS TO REMAIN. ALL DAMAGED ITEMS SHALL BE REPLACED OR REPAIRED AT NO ADDITIONAL COST TO THE OWNER. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY IF ANY DAMAGE OCCURS.
- 22. ALL AREAS WITHIN THE DRIPLINES OF EXISTING TREES SHALL REMAIN FREE OF CONSTRUCTION MATERIAL, DEBRIS, VEHICLES AND FOOT TRAFFIC AT ALL TIMES. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING, BARRICADES AND/OR OTHER SUITABLE GUARDS OUTSIDE DRIP LINE (OUTSIDE PERIMETER OF BRANCHES) TO PROTECT TREES AND PLANT MATERIAL TO REMAIN. NO WORK SHALL BE PERFORMED WITHIN THE DRIPLINE OF EXISTING TREES UNLESS INDICATED. ALL WORK INDICATED TO BE PREFORMED WITHIN THE DRIPLINE OF TREES SHALL BE DONE BY HAND AND CARE SHALL BE TAKEN TO MINIMIZE DISTURBANCE TO THE TREE ROOTS.
- 23. EACH CONTRACTOR SHALL VERIFY THE CONDITION AND COMPLETENESS OF ALL WORK PERFORMED BY OTHERS IN RELATION TO HIS/HER PROJECT WORK RESPONSIBILITIES INCLUDING THE CHECKING OF EXISTING ELEVATIONS OR STRUCTURES PRIOR TO INITIATING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE IF ANY SITE CONDITIONS ARE INCOMLETE, MISSING OR DAMAGED.
- 24. THE CONTRACTOR SHALL KEEP ALL DRAINAGE FACILITIES AFFECTED BY HIS CONSTRUCTION OPERATIONS CLEAN AND FULLY OPERATIONAL AT ALL TIMES.
- 25. CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION.
- 26. ALL CONSTRUCTION DEBRIS AND REMOVED ITEMS SHALL BE DISPOSED OF LEGALLY OFF-SITE UNLESS OTHERWISE INDICATED ON THE DRAWINGS.

### GENERAL NOTES FOR LANDSCAPE PLANTING

- 1. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, SPECIFICATIONS, PLANT LIST AND PLANS FOR FURTHER AND COMPLETE PLANTING INSTALLATION INSTRUCTIONS.
- 2. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL EXISTING GROUND COVERS FOR ALL NEW PLANTING BEDS BY APPROVED MEANS PRIOR TO PLANTING INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING PLANTING OR LAWN AREAS INDICATED TO REMAIN WHILE COMPLETING NEW PLANTING INSTALLATION WORK WITH SAME KIND OF PLANTS OR GRASS TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.
- 3. THE CONTRACTOR SHALL BEAR ALL COST ASSOCIATED WITH SOIL TESTING AND SOIL AMENDMENTS AS REQUIRED AS A RESULT OF THE SOIL TESTING LABORATORY'S RECOMMENDATIONS. PRIOR TO INITIATING INSTALLATION THE CONTRACTOR SHALL PROVIDE SOIL TEST FOR AT LEAST TWO ON-SITE LOCATIONS.
- 4. ALL PLANT CONTAINER SIZES NOTED ON THE PLANT LIST ARE MINIMUM. INCREASE SIZE OF CONTAINERS IF NECESSARY TO CONFORM TO THE PLANT SIZE AND SPECIFICATIONS.
- 5. ALL TREES SHALL HAVE SIX (6') CLEAR TRUNKS UNLESS OTHERWISE NOTED ON THE PLANT LIST. ANY TREE TRUNK WITH A "V" SHAPED CROTCH WILL BE REJECTED. ALL TREE CALIPER (CAL.) SIZES NOTED ON THE PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY TO CONFORM TO SPECIFIED PLANT SIZE IN THE PLANT LIST.
- 6. EROSION CONTROL FABRIC SHALL BE INSTALLED IN ALL SHRUB AND GROUND COVER PLANTING AREAS AS PER THE DETAILS AND/OR SPECIFICATIONS FOR ALL SLOPES THAT ARE GREATER THAN 3:1 (SLOPES 1' VERTICAL FOR EVERY 3' HORIZONTAL). SEE PLANS FOR LOCATIONS WHERE SLOPES ARE GREATER THAN 3:1.
- 7. SHRUB AND GROUND COVER PLANTINGS ARE TYPICALLY SHOWN ON THE PLANS IN MASS PLANTING BEDS. PLANTS SHALL BE SET IN A TRIANGULAR SPACING PATTERN ( STAGGERED SPACING). PLANT CENTER TO CENTER DIMENSIONS (O.C.) ARE INDICATED IN THE PLANT LIST.
- 8. LANDSCAPE CONTRACTOR SHALL FIELD ADJUST THE LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING TREES AND UNDERSTORY VEGETATION TO REMAIN, UNDERGROUND AND ABOVE GROUND UTILITIES AND ALL OTHER ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INITIATING ANY CHANGES.

#### GENERAL NOTES FOR LANDSCAPE PLANTING (cont.)

- 9. ANY SUBSTITUTIONS TO PLANT MATERIAL SIZE OR TYPE MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS OR ALTERATIONS TO THE LANDSCAPE PLANTING PLANS OR PLANT LIST & MATERIALS WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. ANY LANDSCAPE PLANTING INSTALLED THAT DOES NOT CONFORM TO THE PLANS, PLANT LIST AND SPECIFICATIONS SHALL BE REPLACED IMMEDIATELY TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.
- 10. CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING AS REQUIRED TO MAINTAIN AND ESTABLISH ALL PLANTING (NEW, EXISTING TO BE RELOCATED, AND EXISTING PLANTINGS TO REMAIN WHILE IRRIGATION SYSTEM IS BEING INSTALLED OR REPAIRED) TO SUPPLEMENT IRRIGATION AND RAINFALL. THE IRRIGATION SYSTEM IS DESIGNED TO MAINTAIN THE LANDSCAPE PLANTINGS AND NOT ESTABLISH THEM. THE CONTRACTOR IS RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION SYSTEMS.
- 11. CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR FROM INSTALLATION WORK. THE CONTRACTOR SHALL REPLACE BY EQUAL SIZE AND QUALITY ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANTING REMOVAL, RELOCATION, AND/OR INSTALLATION.
- 12. EXISTING TREES OR OTHER PLANT MATERIAL INDICATED ON THE PLANS TO BE RELOCATED SHALL BE HANDLED, CARED FOR, AND MAINTAINED AS NEW PLANTINGS. THE CONTRACTOR IS RESPONSIBLE FOR ANY REQUIRED ROOT PRUNING, WRAPPING, TREE SPADING OR BALL AND BURLAPPING, ADDITIONAL SUPPLEMENTAL HAND WATERING, IRRIGATION MISTERS INSTALLED AT THE TREE CANOPY, OR ANY OTHER SOUND HORTICULTURAL PRACTICE REQUIRED TO ENSURE THE SURVIVAL OF ALL RELOCATED PLANT MATERIAL.
- 13. FOR SITE GRADING AND CONTOUR INFORMATION, EXISTING VEGETATION TO REMAIN, BUILDINGS AND OTHER SITE FEATURE LOCATIONS AND THE LOCATION OF ALL ABOVE AND BELOW GROUND UTILITIES SEE THE MOST CURRENT AND UP TO DATE ARCHITECTURAL, CIVIL, ELECTRICAL, STRUCTURAL AND MECHANICAL ENGINEERING DRAWINGS AS PROVIDED BY THE OWNER OR OWNER'S REPRESENTATIVE. FIELD LOCATE ALL UNDERGROUND UTILITIES, EXISTING VEGETATION TO REMAIN AND ANY OTHER OBSTRUCTIONS AND COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO INITIATING ANY LANDSCAPE PLANTING OR IRRIGATION INSTALLATION WORK. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY DAMAGE COMMITTED TO EXISTING OR PROPOSED ELEMENTS ABOVE OR BELOW GROUND TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE OWNER AND OWNER'S REPRESENTATIVE.
- 14. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL AND EDGES OF PLANTING BEDS FOR THE REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INITIATING ANY INSTALLATION OF THE LANDSCAPE PLANTINGS.
- 15. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH THE IRRIGATION CONTRACTOR AND ALL OTHER TRADES AS REQUIRED.
- 16. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTING QUANTITIES AND TAKE-OFFS FOR PRICING/BIDDING. TOTAL QUANTITIES INDICATED ON THE PLANT LIST ARE FOR REFERENCE ONLY. INDIVIDUAL PLANT QUANTITIES SHOWN ON THE PLAN SHALL HAVE PRECEDENCE OVER PLANT LIST QUANTITIES. CONTRACTOR SHALL VERIFY QUANTITIES PRIOR TO CONSTRUCTION.
- 17. STAKE ALL BED LINES AND TREE LOCATIONS FOR THE LANDSCAPE ARCHITECT'S REVIEW PRIOR TO INSTALLATION. ALL PLANTING PROCEDURES ARE SUBJECT TO THE REVIEW OF THE LANDSCAPE ARCHITECT AND THE CONTRACTOR SHALL CORRECT ANY DEFICIENCIES FOUND AT NO ADDITIONAL COST TO THE OWNER.
- 18. SECURE PLANT MATERIAL AS SPECIFIED ON PLANS. IN THE EVENT THAT PLANT MATERIALS SPECIFIED ARE NOT AVAILABLE, CONTACT LANDSCAPE ARCHITECT FOR APPROVED SUBSTITUTIONS. NO SUBSTITUTIONS FOR PLANT MATERIALS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT.
- 19. VERIFY THAT ALL PLANTING PRODUCTS, PLANT MATERIAL, AND PLANT QUANTITIES DELIVERED TO THE SITE MATCH WHAT IS INDICATED ON THE PLANS AND SPECIFICATIONS.
- 20. PROTECT ALL PLANT MATERIAL DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALLS, TRUNKS, BRANCHES AND THE DESICCATION OF LEAVES. PROTECT ALL PLANT MATERIAL DURING SHIPPING WITH SHADE CLOTH OR SHIP WITH ENCLOSED TRANSPORT. MAINTAIN PROTECTIONS AND HEALTH OF PLANT MATERIAL STORED ON SITE. HANDLE ALL TREES WITH NYLON STRAPS. NO CHAINS OR CABLES WILL BE ALLOWED. REMOVE UNACCEPTABLE PLANT MATERIAL IMMEDIATELY FROM THE SITE.
- 21. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, WELL FORMED, TRUE TO SPECIES, HARDENED OFF WITH VIGOROUS ROOT SYSTEMS, FULL CROWN AND CANOPIES, AND FREE FROM DISEASE, PESTS AND INSECTS, AND DEFECTS SUCH AS KNOTS, SUN SCALD, WINDBURN, LEAF DIS-COLORATION, IRREGULAR BRANCHING OR INJURIES.
- 22. ALL ROOT BALLS SHALL CONFORM TO THE SIZE STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK".
- 23. ALL PLANT MATERIAL SHALL CONFORM TO STANDARDS SET FORTH IN "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF PLANT INDUSTRY, GAINSVILLE, FLORIDA.
- 24. ALL PLANT MATERIAL DELIVERED TO THE SITE IS SUBJECT TO THE REVIEW OF THE LANDSCAPE ARCHITECT BEFORE, DURING AND AFTER INSTALLATION.
- 25. PROVIDE PLANT SAMPLES OR PHOTOGRAPHS OF EACH PLANT SPECIFIED TO THE LANDSCAPE ARCHITECT FOR COMPLIANCE REVIEW PRIOR TO INSTALLATION.
- 26. TEST FILL ALL TREE AND PLANTING PITS WITH WATER, PRIOR TO PLANTING, TO ASSURE PROPER SOIL PERCOLATION. PITS WHICH DO NOT ADEQUATELY DRAIN SHALL BE FURTHER EXCAVATED TO A DEPTH SUFFICIENT FOR DRAINAGE TO OCCUR AND/OR BACKFILLED WITH SUITABLE DRAINAGE GRAVEL. NO ALLOWANCES SHALL BE MADE FOR PLANT MATERIAL LOSS DUE TO IMPROPER DRAINAGE. CONTRACTOR SHALL REPLACE LOST PLANT MATERIAL WITH SAME SIZE AND SPECIES AT NO ADDITIONAL COST TO OWNER.
- 27. ALL PLANT MATERIALS, INCLUDING RELOCATED PLANT MATERIAL, SHALL BE PLANTED IN A PROFESSIONAL MANNER TYPICAL TO THE INDUSTRY STANDARDS OF THE AREA TO ASSURE COMPLETE SURVIVABILITY OF ALL INSTALLED PLANT MATERIALS AS WELL AS TO PROVIDE AN AESTHETICALLY APPROVED PROJECT. CONTRACTOR SHALL REFER TO THE PLANTING DETAILS FOR MINIMUM SIZE AND WIDTH OF PLANTING PITS AND BEDS, GUYING AND STAKING, MULCHING, AND OTHER PLANTING REQUIREMENTS.
- 28. ALL PLANTING AREAS SHALL BE WEED FREE PRIOR TO PLANTING INSTALLATION.
- 29. REMOVE ALL PLANTING AND LANDSCAPE DEBRIS FROM THE PROJECT SITE AND SWEEP AND WASH CLEAN ALL PAVED AND FINISHED SURFACES AFFECTED BY THE LANDSCAPE INSTALLATION.
- 30. NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC OR BURIAL PITS ARE ALLOWED IN THE TREE PROTECTION ZONE OF EXISTING TREES.
- 31. TREE BARRICADES MUST BE INSTALLED AROUND EXISTING TREES BEFORE ANY GRADING OR CONSTRUCTION AND NOT REMOVED UNTIL AFTER FINAL ACCEPTANCE OF THE JOB.

C I V I C A

8323 NW 12th St. Suite 106
Doral, FL 33126
tel: 305.593.9959

AA #26001093 PROJECT:

www.civicagroup.com

WALLACE PARK IMPROVEMENTS

E WALLACE ST. BELLE ISLE, FL 32809

APPLICANT:

#### THE CITY OF BELLE ISLE



BELLE ISLE, FL 32809

CIVICA PROJECT No: 200108

ISSUED FOR:

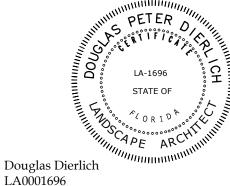
### ZONING APPROVAL

No.	DATE	REVISION	BY

DRAWN BY: DPD	APPROVED BY:
DATE:	SCALE:
2020-06-20	AS Shown

KEYPLAN

SEAL/SIGNATURE



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SHEET TITLE

## LANDSCAPE NOTES

SHEET NUMBER

L-3

86

8323 NW 12th St. Suite 106

Doral, FL 33126 tel: 305.593.9959

www.civicagroup.com AA #26001093

PROJECT:

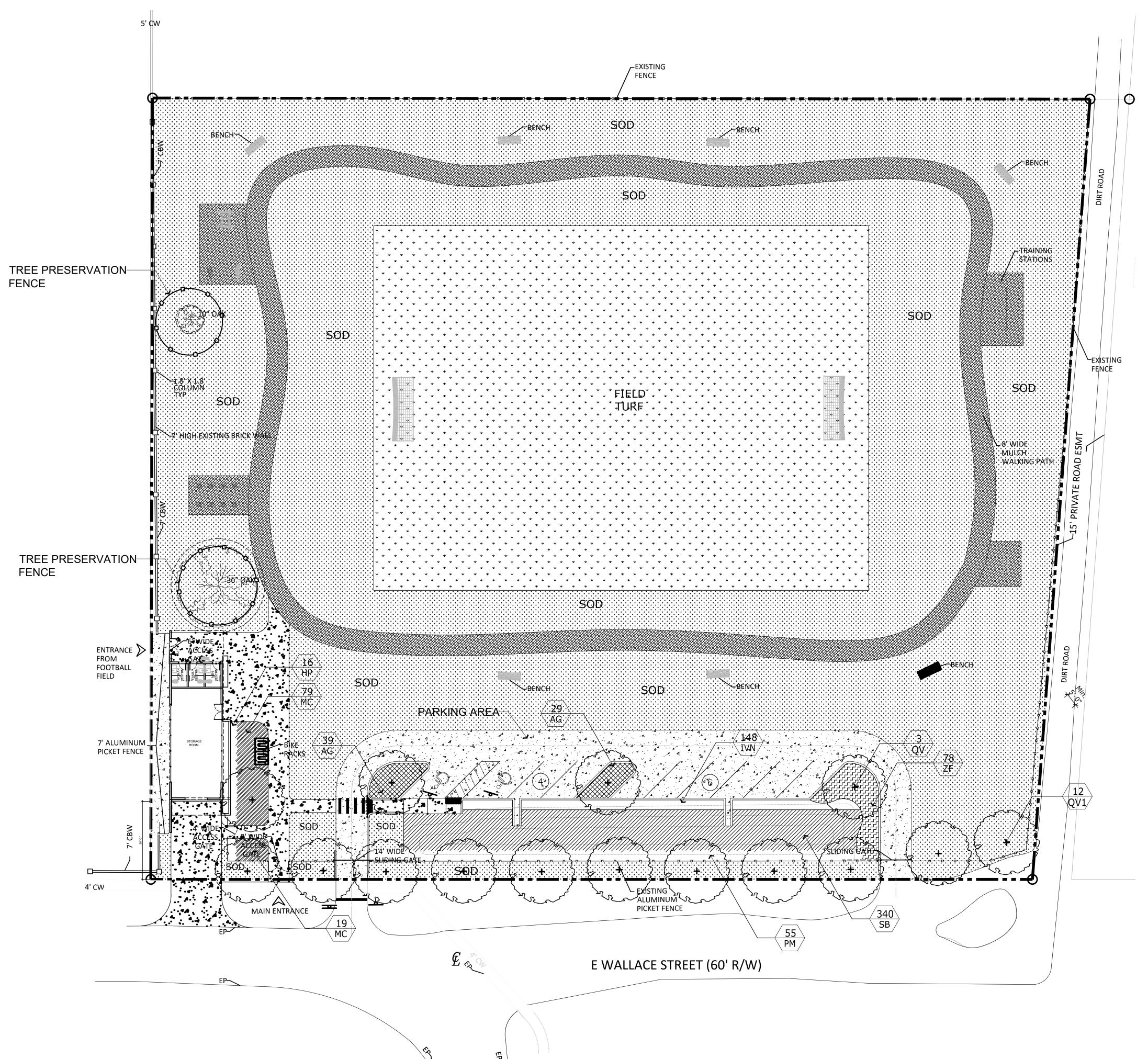
WALLACE PARK **IMPROVEMENTS** 

E WALLACE ST. BELLE ISLE, FL 32809

APPLICANT:

THE CITY OF BELLE ISLE

1600 NELA AVENUE BELLE ISLE, FL 32809



### LANDSCAPE ALONG RIGHT-OF-WAY

LENGTH ALONG ROW

338.5 LIN.FT.

TREES REQUIRED:

1 TREE PER 30 LIN. FT. 338.5/30 = 11.2

12 TREES REQUIRED 12 TREES PROVIDED

TREES PROVIDED =

TREES REQUIRED =

### INTERNAL LANDSCAPING REQUIREMENTS:

TOTAL AREA OF SITE

= 104,686 SQ.FT. = 2.4 ACRES

= 5,635 SQ.FT.

TOTAL IMPERVIOUS AREA

INTERIOR LANDSCAPE AREA REQUIRED

= TOTAL IMPERVIOUS AREA x 2.5%

= 5,635 SQ.FT. X .025 = 141 SQ.FT. REQUIRED

= 368 SQ.FT. INTERIOR LANDSCAPE AREA PROVIDED

TREES REQUIRED

BOTANICAL/COMMON NAME

QUERCUS VIRGINIANA

QUERCUS VIRGINIANA LIVE OAK

BOTANICAL/COMMON NAME

ARACHIS GLABRATA

HAMELIA PATENS

SOUTHERN YEW

SPARTINA BAKERI

SAND CORD GRASS

ZAMIA FRUTICOSA

PASPALUM NOTATUM BAHIAGRASS

CYNODON DACTYLON BERMUDA GRASS var. 419

ILEX VOMITORIA NANA

MUHLENBERGIA CAPILLANS

PODOCARPUS MACROPHYLLUS

DWF. YAUPON HOLLY

TREES PROVIDED

TREE PLANTING SCHEDULE

SHRUB PLANTING SCHEDULE

QTY.

26,600 sq.ft

SYMBOL

QV1

SYMBOL

SHRUBS:

AG

HP

IVN

MC

SOD-MULCH:

SOD

FIELD TURF

= 1 TREE / 100 S.F. = 1.4 TREES = 2 TREES REQUIRED

ROOT

ROOT

3 GAL.

3 GAL.

3 GAL.

3 GAL.

3 GAL

3 GAL.

3 GAL.

3" CAL. MIN.

REMARKS

30" O.C., FULL

24" O.C., FULL

30" O.C., FULL

30" O.C., FULL

36" O.C., FULL

FULL, WELL BRANCHED

= 3 TREES PROVIDED

HEIGHT SPREAD

18"

CIVICA PROJECT No:

200108 ISSUED FOR:

ZONING APPROVAL

No.	DATE	REVISION	BY

DRAWN BY:	APPROVED BY:
DPD	RL
DATE	CCALE

As Shown

KEYPLAN

2020-06-20

SEAL/SIGNATURE

Douglas Dierlich LA0001696

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SHEET TITLE

LANDSCAPE PLAN

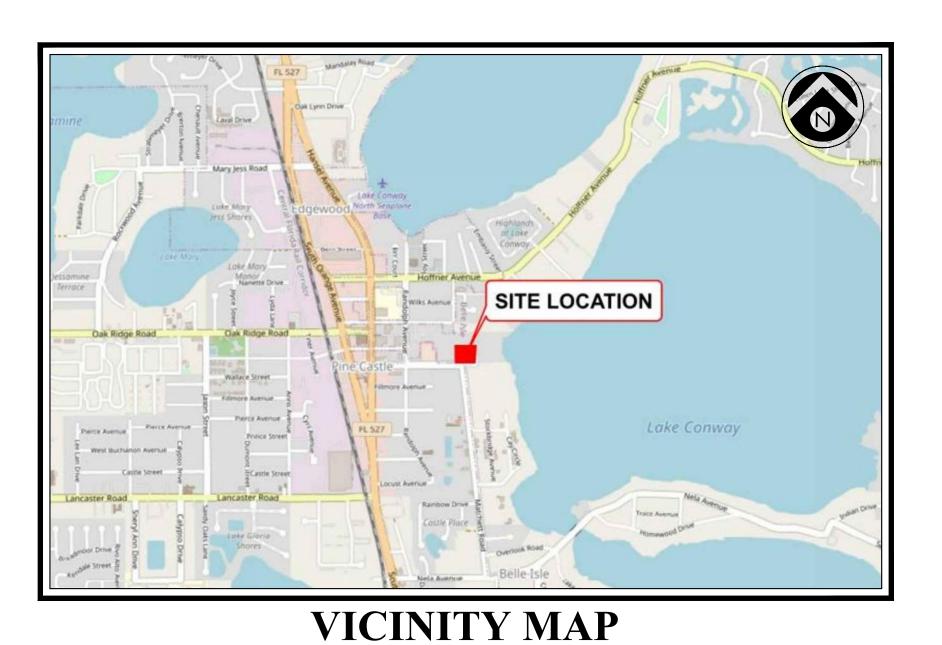
SHEET NUMBER

LEGAL DESCRIPTION PER ACCURIGHT SURVEYS OF ORLANDO, INC. **DATED:** 01/23/2018

# PRELIMINARY SITE PLAN FOR CITY OF BELLE ISLE WALLACE PARK IMPROVEMENTS

CITY OF BELLE ISLE, FLORIDA

OCPA PARCEL ID# 24-23-29-8977-00-021



# SHEET INDEX

- **COVER SHEET**
- **EXISTING CONDITIONS**
- EROSION CONTROL, DEMO & M.O.T. PLAN
- C3.0 GEOMETRY PLAN
- AERIAL SITE PLAN
- FIRE TRUCK ROUTE PLAN
- **CROSS-SECTIONS**
- UTILITY PLAN
- PAVING, GRADING & DRAINAGE PLAN

# **UTILITY PROVIDERS**

ORANGE COUNTY UTILITIES 9150 CURRY FORD ROAD ORLANDO, FL 32825 CONTACT: VICTOR GONZALEZ

(407) 836-6869, EXT. 66869

1120 S. ROGERS CIRCLE **BOCA RATON, FL 33487** 

POWER: DUKE ENERGY **452 E. CROWN POINT ROAD** WINTER GARDEN, FL 34787 **CONTACT: STEPHANIE OLMO** PHONE: (727) 905-3376

**CONTACT: DINO FARRUGGIO** PHONE: (561) 997-0240

ORLANDO UTILITIES COMMISSION 6003 E. PERSHING AVENUE ORLANDO, FL 32822 **CONTACT: STEVEN LOCKINGTON** 

(407) 434-2568

# **PROJECT TEAM**

OWNER CITY OF BELLE ISLE 1600 NELA AVENUE BELLE ISLE, FL 32809 ARCHITECT: ROLANDO LLANES, AIA 8323 NW 12TH STREET-SUITE 106

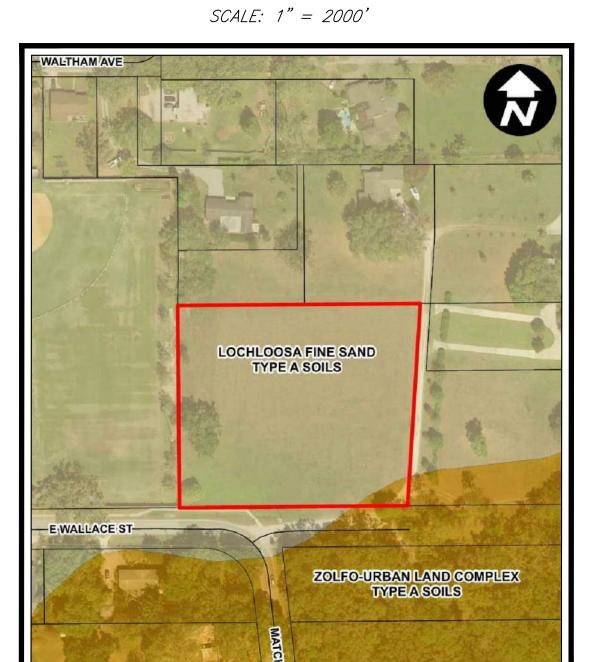
DORAL, FLORIDA 33126 PHONE: (305) 593-9959 EMAIL: RLLANES@CÍVICAGROUP.COM ENGINEER: MAJOR STACY, P.E.

SURVEYOR ACCURIGHT SURVEYS OF ORLANDO, INC. SURVEYOR: JAMES D. BRAY 2012 E. ROBINSON STREET ORLANDO, FL 32803 EMAIL: JBRAY@ACCURIGHTSURVEYS.NET

WINTER PARK, FL 32789 PHONE: (407) 960-5868 FAX: (866) 571-8179 EMAIL: MSTACY@APPIANFL.COM



**AERIAL MAP** SCALE: 1" = 1000'



**SOILS MAP** SCALE: 1" = 1000'



FEMA FLOOD MAP



# APPIAN ENGINEERING

2221 LEE ROAD, SUITE 27 WINTER PARK, FLORIDA 32789 (407) 960-5868

BOARD OF PROFESSIONAL ENGINEERING CERTIFICATE NO. 32174

DEDINITO DECLUDED					
PERMITS REQUIRED					2
AGENCY	PERMIT TYPE	DATE APPLIED	DATE APPROVED	APPROVAL NO.	<u>/3\</u> <u>/4\</u>
CITY OF BELLE ISLE	SITE PERMIT				<u>/5\</u>
S.J.R.W.M.D.	ERP				<u>/6\</u>
F.D.E.P.	WATER				8
F.D.E.P.	WASTEWATER				<u>/9\</u> _/10\
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10			
REV.	DATE	DESCRIPTION	This item has been electronically signed and sealed by Lu shown on the time stamp using a digital signature.
			Printed copies of this document are not considered signe must be verified on any electronic copies.

d by Luke M. Classon, PE on the d

