



# PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY

REGULAR MEETING AGENDA

WEDNESDAY, FEBRUARY 5, 2020 AT 5:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

## CALL TO ORDER

Roll Call

Invocation

Pledge Of Allegiance

Approval Of The Agenda

## AWARDS AND PRESENTATIONS

100. Not Used

## INFORMATIONAL AGENDA

200. Not Used

## PUBLIC INPUT

*Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.*

## CONSENT AGENDA

300. Approval of the Minutes from the Wednesday, January 8, 2019 Planning and Zoning Board/Local Planning Agency Special Meeting

Attachments: [Minutes](#)

## PUBLIC HEARINGS AGENDA

400. Accessory Dwelling Unit – Nancy S. Freeman and John W. McHale III

Attachments: [Exhibit 1 – Vicinity and Aerial Maps](#)

[Exhibit 2 – Conditional Use Application \(September 27, 2019\)](#)

[Exhibit 3 – Variance Application \(September 27, 2019\)](#)

[Exhibit 4 – Amended Variance Application \(September 27, 2019\)](#)

[Exhibit 5 – Plans \(Survey, Elevations, Floor Plans, Photos\)](#)

[Exhibit 6 – Sketch of Location of Trees by City of Winter Springs \(December 2019\)](#)

[Exhibit 7 – Declaration of Restrictions](#)

[Exhibit 8 – Public Input](#)

[401.](#) Wendy's Fast Food Restaurant - Final Engineering Review and Aesthetic Review

Attachments: [Exhibit 1 – Vicinity Map](#)  
[Exhibit 2 – Aesthetic Review Plans](#)  
[Exhibit 3 – Final Engineering Plans](#)  
[Exhibit 4 – Traffic Review](#)  
[Exhibit 5 – Waiver Application](#)  
[Exhibit 6 – Development Agreement](#)

## REGULAR AGENDA

500. Not Used

## REPORTS

## PUBLIC INPUT

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## ADJOURNMENT

## PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 *Florida Statutes*.

CITY OF WINTER SPRINGS, FLORIDA  
MINUTES  
**PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY**  
SPECIAL MEETING  
JANUARY 08, 2020

## **CALL TO ORDER**

The Special Meeting of Wednesday, January 08, 2020 of the Planning and Zoning Board/Local Planning Agency was called to Order at 5:40 p.m. by Chairperson Kok Wan Mah in the Commission Chambers (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

### **Roll Call:**

Chairperson Kok Wan Mah present  
Vice-Chairperson Kevin McCann, present  
Board Member James Evans, present  
Board Member Michael Ferrante, present  
Board Member Bart Phillips, present  
Senior City Attorney Kristin Eick, present  
Assistant to the City Clerk Tristin Motter, present

A moment of silence was followed by the Pledge of Allegiance.

No changes were made to the Agenda.

## **REGULAR AGENDA – PART I**

### **500. Election for Chairperson of the Planning and Zoning Board/Local Planning Agency for Calendar Year 2020**

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*Chairperson Kok Wan Mah opened nominations for the Chairperson position of the Calendar year 2020.*

Vice-Chairperson Kevin McCann nominated Chairperson Mah to remain Chairperson. No more nominations were given.

*Chairperson Mah closed nominations.*

**VOTE:**

**VICE-CHAIRPERSON McCANN: Mah**  
**BOARD MEMBER FERRANTE: Mah**  
**CHAIRPERSON MAH: Mah**  
**BOARD MEMBER EVANS: Mah**  
**BOARD MEMBER PHILLIPS: Mah**

**501. Election for Vice-Chairperson of the Planning and Zoning Board/Local Planning Agency for Calendar Year 2020**

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*Chairperson Mah opened nominations for the Vice-Chairperson position of the Calendar year 2020.*

Chairperson Mah nominated Vice-Chairperson McCann to remain Vice-Chairperson. No more nominations were given.

*Chairperson Mah closed nominations.*

**VOTE:**

**CHAIRPERSON MAH: McCann**  
**VICE-CHAIRPERSON McCANN: McCann**  
**BOARD MEMBER PHILLIPS: McCann**  
**BOARD MEMBER EVANS: McCann**  
**BOARD MEMBER FERRANTE: McCann**

**AWARDS AND PRESENTATIONS**

**100. Not Used**

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**INFORMATIONAL AGENDA**

**200. Not Used**

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## **PUBLIC INPUT**

*Chairperson Mah opened "Public Input".*

No one spoke.

*Chairperson Mah closed "Public Input".*

## **CONSENT AGENDA**

**300. The Office of the City Clerk requests that the Planning and Zoning Board/Local Planning Agency review and approve the Wednesday, December 04, 2019 Planning And Zoning Board/Local Planning Agency Regular Meeting Minutes.**

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**REGARDING THE WEDNESDAY, DECEMBER 04, 2019 PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY REGULAR MEETING MINUTES, "I MOVE TO APPROVE THE DECEMBER 4<sup>TH</sup> MINUTES." MOTION BY BOARD MEMBER JAMES EVANS. SECONDED BY VICE-CHAIRPERSON KEVIN MCCANN. DISCUSSION.**

### **VOTE:**

**BOARD MEMBER PHILLIPS: AYE  
BOARD MEMBER EVANS: AYE  
BOARD MEMBER FERRANTE: AYE  
CHAIRPERSON MAH: AYE  
VICE-CHAIRPERSON McCANN: AYE  
MOTION CARRIED.**

## **PUBLIC HEARINGS AGENDA**

### **400. Development of Wendy's Fast Food Restaurant #12660**

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Staff asked for the item to be tabled until the February 5, 2020 Planning and Zoning Board Regular meeting. The applicant was present and agreed with moving the item to the next meeting.

**"I SO MOVE TO TABLE THIS [ITEM 400] FOR FURTHER DICUSSION ON FEDRUARY 5<sup>TH</sup>". MOTION BY BOARD MEMBER EVANS. SECONDED BY BOARD MEMBER PHILLIPS. DISCUSSION.**

**VOTE:**

**BOARD MEMBER EVANS: AYE**

**CHAIRPERSON MAH: AYE**

**BOARD MEMBER PHILLIPS: AYE**

**BOARD MEMBER FERRANTE: AYE**

**VICE-CHAIRPERSON McCANN: AYE**

**MOTION CARRIED.**

**REGULAR AGENDA – PART II**

**500. Not Used**

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**REPORTS**

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Board Member Evans:

- Stated it was nice to be back and looks forward to the New Year.

Board Member Phillips:

- No Report

Vice-Chairperson McCann:

- Echoed Board Member Evans's sentiments.

Board Member Ferrante:

- No Report

Chairperson Mah:

- Shared thanks for being involved and having productive conversations.

## **PUBLIC INPUT**

*Chairperson Mah opened “Public Input”.*

No one spoke.

*Chairperson Mah closed “Public Input”.*

## **ADJOURNMENT**

Chairperson Mah adjourned the Special Meeting at 5:48 p.m.

*RESPECTFULLY SUBMITTED:*

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TRISTIN MOTTER  
ASSISTANT TO THE CITY CLERK

NOTE: These Minutes were approved at the \_\_\_\_\_, 2020 Planning and Zoning Board/Local Planning Agency Regular Meeting.



# PUBLIC HEARINGS AGENDA ITEM 400

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY  
 WEDNESDAY, FEBRUARY 5, 2020 | REGULAR MEETING

## TITLE

Accessory Dwelling Unit – Nancy S. Freeman and John W. McHale III

## SUMMARY

The Community Development Department requests that the Planning and Zoning Board/Local Planning Agency hold a Public Hearing to consider a Conditional Use Permit and two (2) Variances for a 1,161 square foot (SF) Accessory Dwelling Unit (ADU).

General Information				
Applicant(s)	Nancy S. Freeman and John W. McHale III			
Property Owner(s)	Nancy S. Freeman and John W. McHale III			
Location	900 Dyson Drive, Winter Springs, FL 32708			
Tract Size	± 1.40 Acres (60,966 SF)			
Parcel ID Number	13-21-30-5CX-0000-2190			
Zoning Designation	Winter Springs Planned Unit Development (PUD) Subdivision Winter Springs Unit 3			
FLUM Designation	Rural Residential   Density up to 1 du/gross acre			
Adjacent Land Use	North: Winter Springs (PUD) East: Winter Springs (PUD)	South: Winter Springs (PUD) West: Winter Springs (PUD)		
Setbacks	Front: 40 ft.	Rear: 20 ft.	Side: 20 ft.	Corner: 25 ft.
Development Standards	Minimum Living Area: 2,000 SF	Minimum Lot Area: 40,000 SF	Minimum Lot Width: 100 ft.	Lot Coverage: 40%
Development Agreement	Declaration of Restrictions   Pending			
Code Enforcement	Not Applicable			
City Liens	Not Applicable			

## Request:

The Community Development Department received a Conditional Use Permit application to construct a detached one-story Accessory Dwelling Unit (ADU) and an application requesting two (2) Variances. The applicants/owners are proposing to build a detached 796 SF ADU with two bedrooms, one bathroom, full kitchen, and an attached 237 SF garage (accessory building), for a cumulative total of 1,161 SF. The request also includes a driveway separate from the principal structure, the requested ADU and driveway are proposed to be located on Morgan Street.



**Background:**

The subject property is a lot of record located at 900 Dyson Drive, Winter Springs, Florida 32807 at the corner of Morgan Street and Dyson Drive. According to the Seminole County Property Appraiser’s website, the residence was built in 1979, and the home has four bedrooms and two bathrooms. The cumulative square footage of the principal structure is 3,015 SF (2,075 SF living). The principal structure is constructed with concrete block with a stucco finish. The residence is located in the Winter Springs Unit 3 subdivision. The single-family residences within this neighborhood are built on larger lots greater than a half-acre. The applicant stated that the subject property is not in a mandatory homeowner’s association and there are no mandatory Homeowner’s Association (HOA) covenants on the property. Notices were mailed to all owners of real property adjacent to and within approximately five-hundred feet (500) of the subject property and all Homeowner’s Associations on file with the City Winter Springs (125 notices). The City of Winter Springs has received public input from local residents see Exhibit 8.

**Accessory Dwelling Unit Requirement:**

An Accessory Dwelling Unit is ancillary or a secondary dwelling unit that is clearly subordinate to the principal dwelling and provides complete independent living facilities for one (1) or more persons, which includes provisions for living, sleeping, eating, cooking, and sanitation. An ADU is located on the same parcel or lot as the principal residence and shall be subject to the required setbacks of the principal structure and may be either attached to or detached from the principal dwelling. Accessory dwelling units (ADU’s) must conform to the standards as outlined below.

Accessory Dwelling Unit criteria set forth in <a href="#">Sec. 6-85</a> are as follows:	
a.	Zoning district. A property owner may request a conditional use approval to allow one (1) accessory dwelling unit in any of the following zoning districts:
	R-1AAA Single-Family Dwelling District
	R-CI Single-Family Dwelling District
	R-1AA and R-1A One-Family Dwelling District
	R-1 One-Family Dwelling District
	Planned Unit Development District
b.	Existing development on lot. A single-family dwelling shall exist on the lot or will be constructed in conjunction with the ADU.
c.	Location. The ADU may be attached to or detached from the principal dwelling.
d.	Owner occupancy required; declaration of restrictions. The property owner shall occupy either the principal structure or the ADU. Prior to the issuance of a building permit for construction of an ADU, an applicant shall record in the public records of Seminole County a declaration of restrictions containing a reference to the legal description of the property and the deed under which the property was conveyed to the present owner stating that:
	1. The ADU shall not be sold or conveyed separate from the principal residence;

	2. The ADU is restricted to the approved size;
	3. The use permit for the ADU shall be in effect only so long as either the principal residence or the ADU is occupied by the owner of record as their principal residence;
	4. The declarations shall run with the land, shall be binding upon any successor in ownership of the property and that noncompliance shall be cause for code enforcement and/or revocation of the conditional use permit;
	5. The deed restrictions shall only be removed with the express, written approval of the city, but shall lapse upon removal of the accessory unit; and
	6. The ADU shall not be used for commercial purposes other than being leased for residential purposes.
e.	Number of ADU's per lot or parcel. Only one (1) ADU shall be allowed for each lot or parcel.
f.	Setbacks. The ADU shall meet the front, side and rear yard regulations for the zoning district in which it is located.
g.	<i>Building height and stories.</i> The ADU shall meet the building height regulations for the zoning district in which it is located.
h.	Lot coverage. The sum of the principal dwelling and the ADU shall meet the lot coverage regulations for the zoning district in which they are located.
i.	Parking and access. A minimum of one (1) parking space shall be provided on-site for the ADU in addition to the required off-street parking spaces required for the principal residence. The ADU shall be served by the same driveway as the principal dwelling.
j.	Water and wastewater services. An ADU is required to connect to the central water and sewer system where available. An ADU may be separately metered for utilities subject to all applicable ordinances and utility policies. Where central water and sewer service is not available, the septic system and well shall meet the capacity requirements.
k.	Other code requirements. The ADU shall comply with all applicable building codes.
l.	Lot size, minimum; principal residence minimum. A minimum lot size of six thousand six hundred (6,600) square feet is required and the principal residence shall be a minimum of one thousand three hundred fifty (1,350) square feet of air conditioned area.
m.	Unit size. The living area of the ADU shall be a maximum of thirty (30) percent of the air conditioned area of the principal residence or eight hundred (800) square feet, whichever is less. However, the ADU shall contain no less than four hundred (400) square feet of air conditioned area. ADUs that utilize alternative green construction methods that cause the exterior wall thickness to be greater than normal shall have the unit square footage size measured similar to the interior square footage of a traditional frame house.

n.	Design. The ADU shall replicate the design of the principal dwelling by use of similar exterior wall materials, window types, door and window trims, roofing materials and roof pitch. The design is subject to the minimum community appearance and aesthetic review standards to ensure residential compatibility and harmony <a href="#">(see section 9-600 et. seq.)</a> .
o.	Privacy. Privacy and screening of adjacent properties is of utmost importance in the orientation of the ADU. Entrance and windows of the ADU shall face the interior of the lot and/or public street as much as possible. Windows which do face the adjoining property shall be designed to protect the privacy of neighbors. Landscaping shall be used to further provide for the privacy and screening of adjacent properties.
p.	Expiration. As with all conditional use approvals, if a building permit has not been issued within two (2) years for the ADU, the approval becomes null and void <a href="#">(see section 20-36)</a> .
q.	Approval process. The conditional use/aesthetic review approval of an ADU is subject to a public hearing. A notice will be sent to all property owners within one hundred fifty (150) feet of the subject property. An ADU will not be approved if prohibited by the declarations, covenants, conditions and restrictions of a homeowners' association. The city commission may impose reasonable conditions of approval to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the city code and comprehensive plan (see <a href="#">section 20-27</a> and <a href="#">section 20-33</a> ).

In evaluation of the standards outlined above, the applicant's request has not conformed to the following standards:

- Per Sec. 6-85(d) Owner occupancy required; declaration of restrictions. The applicant has not submitted the executed Declaration of Restrictions.
- Per Sec. 6-85(i) Parking and access. The applicant has not submitted plans that shows the accessory dwelling unit will be served by the same driveway as the principal dwelling. In several attempts by staff, the applicant has refused to comply with this section of the Code.
- Per Sec. 6-85(m) – Unit size. The applicant is deviating thirty-eight point three (38.3) percent from the Code requirements. The applicant is proposing a 796 SF (under air conditioning) ADU. The living area of the ADU shall be a maximum of thirty (30) percent of the air conditioned area of the principal residence or eight hundred (800) square feet, whichever is less. According to the Seminole County Property Appraiser the air conditioned area of the principal residence is 2,075 SF. Thirty (30) percent of the air conditioned area of the principal residence is 622.5 SF. The applicant has failed to demonstrate a hardship related to the deviation in size of the accessory dwelling.

- Per Sec. 6-85(n) – Design. The applicant has not submitted color renderings to ensure the ADU will replicate the design of the primary dwelling. The applicant supplied photos of the primary residence and stated that once the ADU is permitted and constructed the primary residence will be renovated to match the façade of the proposed ADU, painted beige stucco.

**Variance Requirements:**

Variances are required if you need to depart from the provisions of the zoning ordinance. Variances relate to setbacks, lot size and frontage requirements, but do not involve the actual use of the structure. The applicant must demonstrate the hardship is unique to the property and not to other properties in the same zoning district.

The applicant is requesting that the Planning and Zoning Board/Local Planning Agency consider the two (2) variance requests below:

<b>Variance Request/Justification</b>	
1.	<p>The applicant is requesting a variance to allow a 796 SF accessory dwelling unit in lieu of 622.5 SF. The cumulative total of the ADU and the attached garage (accessory building 237 SF allowed) is 1,161 SF.</p> <p>According to the Seminole County Property Appraiser the air conditioned area of the principal residence is 2,075 SF and thirty (30) percent of the air conditioned area of the principal residence is 622.5 SF.</p> <p><u>Applicant Justification:</u> The applicant wishes to construct an accessory dwelling unit to house her aging mother.</p> <p><u>City Code:</u> Per Sec. 6-85 (m) Unit size. The living area of the ADU shall be a maximum of thirty (30) percent of the air conditioned area of the principal residence or eight hundred (800) square feet, whichever is less. However, the ADU shall contain no less than four hundred (400) square feet of air conditioned area. ADU’s that utilize alternative green construction methods that cause the exterior wall thickness to be greater than normal shall have the unit square footage size measured similar to the interior square footage of a traditional frame house.</p>
2.	<p>The applicant is requesting a requested a secondary driveway to alleviate the distance of walking for aging mother.</p>

	<p><u>Applicant Justification:</u> The applicant has requested a secondary driveway to alleviate the distance for walking for aging mother.</p> <p><u>City Code:</u> Per Sec. 6-85 (i) <i>Parking and access</i>. A minimum of one (1) parking space shall be provided on-site for the ADU in addition to the required off-street parking spaces required for the principal residence. The ADU shall be served by the same driveway as the principal dwelling.</p>
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All variance recommendations and final decisions shall be based on an affirmative finding as to each of the following requirements:

Variance requirements as set forth in <a href="#">subsection 20-32 (d)</a> as follows:	
1.	<p>That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the same zoning district.</p> <p><b>Applicant:</b> See Exhibits 3 and 4, for the applicants' responses.</p> <p><b>Finding:</b> No, the applicant has not listed special conditions and circumstances that are applicable to the land justifying the variances requested, and staff has not identified any special conditions of the land or buildings that would preclude utilizing the existing driveway or designing a smaller ADU. The applicant has cited the fact that 10 large oak trees may have to be removed if the ADU were located such that the existing driveway could be utilized, but the tree inventory appears to show multiple locations on the lot which would accommodate an ADU.</p>
2.	<p>That special conditions and circumstances do not result from the actions of the applicant or applicant's predecessor in title.</p> <p><b>Applicant:</b> See Exhibits 3 and 4, for the applicants' responses.</p> <p><b>Finding:</b> There are no special circumstances identified by the applicant or staff which would justify the variances as described above.</p>

3.	<p>That literal interpretation of this chapter would work an unnecessary and undue hardship on the applicant deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and other applicable building and land development codes of the city.</p> <p><b>Applicant</b> See Exhibits 3 and 4, for the applicants' responses.</p> <p><b>Finding:</b> No, the applicant has not provided an undue hardship and the denial of the request does not deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and other applicable building and land development codes of the City. The applicant did not supply staff with a tree survey indicating the location of the trees. The Landscape Manager provided a cursory review at the subject site, providing a sketch of the location of trees on-site. This analysis demonstrates that the proposed ADU could be placed in a different location at the rear and closer to the primary structure with minimal, if any tree removal. That the lot could support a larger ADU is not relevant; the City Commission has established applicable sizing regulations. It will not deprive the owner of reasonable use of her property to build an ADU meeting the applicable sizing and driveway requirements.</p>
4.	<p>That the special conditions and circumstances referred to in subsection (d)(1) of this section do not result from the actions of the applicant.</p> <p><b>Applicant:</b> See Exhibits 3 and 4, for the applicants' responses.</p> <p><b>Finding:</b> See Section 2 above.</p>
5.	<p>That approval of the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same zoning district.</p> <p><b>Applicant:</b> See Exhibits 3 and 4, for the applicants' responses.</p> <p><b>Finding:</b> An approval of the variances requested does confer on the applicant a special privilege that is denied by this chapter to other lands, buildings, or structures in the same zoning district. Other property owners must comply with the applicable sizing and driveway requirements for ADU's.</p>

6.	<p>That the requested variance is the minimum variance from this chapter necessary to make possible the reasonable use of the land, building or structure.</p> <p><b>Applicant:</b> See Exhibits 3 and 4, for the applicants' responses.</p> <p><b>Finding:</b> No, the requested variance is not a minimal variance request. The applicant is deviating thirty-eight point three (38.3) percent from the Code requirements. The applicant is proposing a 796 SF (under air conditioning) ADU. Per Sec. 6-85(m) Unit size: The living area of the ADU shall be a maximum of thirty (30) percent of the air-conditioned area of the principal residence or eight hundred (800) square feet, whichever is less. According to the Seminole County Property Appraiser the air conditioned area of the principal residence is 2,075 SF. Thirty (30) percent of the air-conditioned area of the principal residence is 622.5 SF.</p>
7.	<p>That approval of the variance will be in harmony with the general intent and purpose of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.</p> <p><b>Applicant:</b> See Exhibits 3 and 4, for the applicants' responses.</p> <p><b>Finding:</b> One accessory dwelling serving a single resident will not be injurious to the neighborhood or otherwise detrimental to the public welfare. However, the design and location of this ADU with a separate driveway will present the impression of a divided lot thus, not in conformance with the surrounding properties.</p>
8.	<p>Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code.</p> <p><b>Applicant:</b> See Exhibits 3 and 4, for the applicants' responses.</p> <p><b>Staff:</b> The terms and conditions are outlined in the Declaration of Restrictions as required in Sec. 6-85(d).</p>

In evaluation of the eight (8) variance requirements, staff did not find an affirmative of each of the requirements, as listed above in staff comments.

**Conditional Use Requirement:**

All conditional use recommendations and final decisions shall be based on the following criteria to the extent applicable:

Conditional uses criteria set forth in <a href="#">subsection 20-33(d)</a> are as follows:	
1.	Whether the applicant has demonstrated the conditional use, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the conditional use, and other offsite impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.
2.	Whether the applicant has demonstrated the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.
3.	Whether the proposed use will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.
4.	Whether the proposed use will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.
5.	Whether the proposed use will have an adverse impact on historic, scenic, and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.
6.	Whether the proposed use will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.
7.	Whether the traffic report and plan provided by the applicant details safe and efficient means of ingress and egress into and out of the neighborhood and adequately address the impact of projected traffic on the immediate and neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.
8.	Whether the proposed use will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.



9.	Whether the proposed use avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent lands regarding refuse collection, service, parking and loading signs, lighting, and other site elements.
10.	Whether the applicant has provided an acceptable security plan for the proposed establishment that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood, if applicable.
11.	Whether the applicant provided an acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than 20,000 square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood, if applicable.
12.	Whether the applicant has demonstrated that the conditional use and associated site plan have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.
13.	If the proposed conditional use is a residential use, whether the elementary, middle and high schools (K- 12) that will be initially assigned to the residential project by the School District at the time the city commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e. g., walking distance travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing city of Winter Springs community in a sustainable manner.
14.	Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by city code.

In evaluation of the proposed conditional use request, it appears that the request does not satisfy all fourteen (14) specific criteria as required for a Conditional Use in the City Code of Ordinances. The request to allow a Conditional Use Permit does not conform to the requirements as listed below.

- Per Sec. 20-33(d)(1). The applicant has not demonstrated the conditional use, including its proposed scale and intensity, building design, parking under the conditional use impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity. The ADU, as proposed with the addition of a second driveway and the increased scale, would essentially create the appearance of a second single-family residence on the property, which is not ancillary or subordinate to the primary residence and is not compatible with adjacent land uses.

- Per Sec. 20-33(d)(8) While ADUs are a well-recognized option for providing alternative and affordable housing choices, the City Commission has permitted ADUs only in certain limited circumstances where neighborhood quality will not be compromised. Staff does not believe the specific criteria for ADUs has been satisfied and, therefore, the proposed ADU may have an adverse impact on neighborhood quality.

**Procedural History:**

September 27, 2019	Variance and Conditional Use Applications Submittal
November 18, 2019	Variance Application Resubmittal

**Applicable Law, Public Policy, and Events:**

Home Rule Powers  
 City of Winter Springs Comprehensive Plan  
 City of Winter Springs Code of Ordinances  
 Ch6, Sec. 6-85. Accessory Dwelling Units.  
 Ch6, Sec. 6-84. Accessory Buildings.  
 Ch9, Sec. 9-5. - Variances.  
 Ch9, Sec. 9-277 (2). Off-street parking requirements.  
 Ch9, Sec. 9-607. Residential compatibility and harmony regulations.  
 Ch20, Sec. 20-1. Definitions.  
 Ch20, Sec-32 Variances.  
 Ch20, Sec. 20-33. Conditional Uses.  
 Ch20, Sec. 20-353. Standards for planned unit developments.  
 Future Land Use Element, Policy 1.1.6  
 Housing Element, Policy 1.4.6  
 Housing Element, Policy 2.4.7

**Fiscal Impact:**

Development of the subject property is anticipated to provide an increase to the City's taxable value. The potential tax revenue of the proposed project will be dependent on the change in tax-assessed value as determined by the Seminole County Property Appraiser.

**Communication Efforts:**

The Meeting Agenda and this Agenda Item have been forwarded to the Planning and Zoning Board / Local Planning Agency members and are available on the City's Website, LaserFiche, and the City's Server. The Agenda has been forwarded to the Mayor and City Commission; City Manager; and City Attorney/Staff. Additionally, the Meeting Agenda has been sent to media/press representatives, all Homeowner's Associations on file with the City, all owners of real property adjacent to and within approximately five hundred feet of the subject property (125 notices mailed), all individuals who have requested Agenda information, Department Directors; and also posted outside City Hall; posted inside City Hall with additional copies available for the general public.

**Staff Recommendation:**

Staff recommends that the Planning and Zoning Board/Local Planning Agency forward a recommendation of denial to the City Commission for the Conditional Use and the two (2) Variances. The size of the proposed ADU is 38.3%, which is not a minimal variance request. The addition of a second driveway for the proposed ADU would essentially create a single-family residence, which is not ancillary or subordinate to the primary residence. In addition, the proposed ADU will be out of character with the neighborhood due to the proposed location of the ADU and the size of the lot. The applicants/owners did not present an undue hardship on the land.

# **Exhibit 1**

## Vicinity and Aerial Maps

# Project Site

900 Dyson Drive, Winter Springs, FL 32708

Parcel ID# 13-21-30-5CX-0000-2190





Aerial



# **Exhibit 2**

## Conditional Use Application





**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434  
Winter Springs, Florida 32708  
customerservice@winterspringsfl.org

**Application – Conditional Use / ADU**

ZP2019-0018

will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

If the Conditional Use approval is granted, PRIOR to receiving a building permit, the APPLICANT must file a Declaration of Restrictions with the Seminole County Clerk of the Court public records containing a reference to the legal description of the property and the deed under which the property was conveyed to the present owner stating:

1. The ADU shall not be sold or conveyed separate from the principal residence;
2. The ADU is restricted to the approved size;
3. The use permit for the ADU shall be in effect only so long as either the principal residence or the ADU is occupied by the owner of record as their principal residence;
4. The declarations shall run with the land, shall be binding upon any successor in ownership of the property and that noncompliance shall be cause for code enforcement and/or revocation of the conditional use permit;
5. The deed restrictions shall only be removed with the express written approval of the City but shall lapse upon removal of the accessory unit; and
6. The ADU shall not be used for commercial purposes other than being leased for residential purposes.

A Conditional Use which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Conditional Use, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension. In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Conditional Use shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.

**REQUIRED INFORMATION:**

Applicant(s):	<u>Nancy S. Freeman and W. John McHale III</u>	Date: <u>09/27/19</u>
Mailing address:	<u>900 Dyson Drive, Winter Springs, FL 32708</u>	
Email:	<u>nfreeman@nfreemanlaw.com</u>	
Phone Number:	<u>407-312-4532</u>	
Property Owner(s):	<u>Nancy S. Freeman and W. John McHale III</u>	
Mailing Address:	<u>900 Dyson Drive, Winter Springs, FL 32708</u>	
Email:	<u>nfreeman@nfreemanlaw.com</u>	



**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434

Winter Springs, Florida 32708

[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)

**Application – Conditional Use / ADU**

Phone Number: 407-312-4352  
Project Name: ADU  
Property Address: 900 Dyson Drive, Winter Springs, FL 32708  
Parcel ID(s): 13-21-30-5CX-0000-2190  
Parcel Size: 1.4 acres  
Existing Use: Residential  
Future Land Use: Rural residential  
Zoning District: PUD  
Community Workshop Date: \_\_\_\_\_

Conditional Use that is being requested? ADU - accessory dwelling unit

How is the Conditional Use (density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions parking and traffic generating characteristics, number of persons anticipated using, residing or working under the conditional use, and other offsite impacts) compatible and harmonious with adjacent land uses?

The ADU is a residential use of the property, the same as all of the surrounding properties in this residential neighborhood. There will be one occupant of the ADU, the property owner's mother. The combined square footage of the ADU and primary dwelling will be less than those of most surrounding properties.

Will the Conditional Use adversely impact land use activities in the immediate vicinity? If no, why not?

No. The ADU will be a residential use of the property, the same as all of the surrounding properties. There will be no impact on land use activities in the immediate vicinity. The materials, colors, and textures on the ADU and primary residence will complement each other and the surrounding properties.

Demonstrate the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

See attached preliminary site plan. The ADU will be located far behind the setback lines.

All impervious surfaces for both the ADU and primary dwelling will cover only nine percent (9%) of the lot, far below the maximum allowed coverage.



**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434  
Winter Springs, Florida 32708  
[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)

**Application – Conditional Use / ADU**

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Will the proposed use have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values? If no, why not?

No. The ADU will be a residential use of the property, the same as all of the surrounding properties.

Construction, materials, colors, and textures will be in keeping with those of the surrounding properties and will complement those of the primary dwelling on the property.

---

Will the proposed use have an adverse impact on natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards? If no, why not?

No. The ADU will be a residential use of the property, the same as all of the surrounding properties.

There will be only a single occupant of the ADU, the property owner's mother.

---

Will the proposed use have an adverse impact on historic, scenic and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources? If no, why not?

No. The ADU will be a residential use of the property, the same as all of the surrounding properties.

There will be only a single occupant of the ADU, the property owner's mother.

---

Will the proposed use have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities? If no, why not?

No. The ADU will be a residential use of the property, the same as all of the surrounding properties.

There will be only a single occupant of the ADU, the property owner's mother.

---

Will the proposed use have an adverse impact on housing and social conditions, including a variety of housing unit types and prices, and neighborhood quality? If no, why not?

No. The ADU will complement the primary dwelling on the property and the surrounding residences. The primary dwelling on the property is one of the smallest in the area. The addition of the ADU, and updating of the facade on the primary dwelling to match the ADU, will improve the appearance of the subject property and its "fit" with surrounding properties.

---

Will the proposed use avoid significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements? If no, why not?

No. The ADU will be a small residence for a single occupant. There will be no impact on surrounding properties.

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**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434

Winter Springs, Florida 32708

[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)

**Application – Conditional Use / ADU**

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Demonstrate that the conditional use and associated site plan have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

The ADU will be a small residence for a single occupant that will not adversely impact adjacent or surrounding uses or properties.

---

If the proposed conditional use is a residential use, whether the elementary, middle and high schools (K-12) that will be initially assigned to the residential project by the School District at the time the city commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e.g., walking distance, travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing city of Winter Springs community in a sustainable manner.

The ADU will be a small residence for a single occupant that will not adversely affect surrounding schools.

---

Has the applicant agreed to a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by city code? Yes N/A No N/A

List all witnesses that the applicant intends to present to the City Commission to provide testimony:  
Presently, the property owner and owner's mother (the intended ADU occupant)

---

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

Site plan, elevation, floor plan, maps of surrounding area, photos and oral factual testimony regarding the existing structure and property and intended structure placement and use

---

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.



**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434

Winter Springs, Florida 32708

[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)

**Application – Conditional Use / ADU**

**REQUIRED DOCUMENTATION (PDF):**

- \_\_\_ A complete Application and Fee (\$500.00\*)
- \_\_\_ A general description of the relief sought under this division
- \_\_\_ A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division
- \_\_\_ A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).
- \_\_\_ Site plan illustrating location of buildings, vehicular circulation, and onsite parking
- \_\_\_ Floor plan of ADU with dimensions
- \_\_\_ Building elevations (color) illustrating both primary residence and ADU from all sides
- \_\_\_ Identification of materials, textures, & colors on both primary residence and ADU
- \_\_\_ Verification OF HOMEOWNERS' ASSOCIATION APPROVAL (If Applicable);
- \_\_\_ An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.
- \_\_\_ An acceptable security plan for the proposed establishment that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood.
- \_\_\_ An acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than 20,000 square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood.
- \_\_\_ For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

\* Fees are as shown above plus actual costs incurred for advertising or notification, and for reimbursement for technical and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the city's consultant) , payable prior to approval of the pertinent stage of development.



CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434  
Winter Springs, Florida 32708  
customerservice@winterspringsfl.org  
Application – Conditional Use / ADU

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Conditional Use for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Nancy S. Freeman

Applicant Signature: [Signature] Date: 9/26/19

Business Name: -

Address: 900 Dyson Dr. Parcel ID: 13-21-30-5CX-0000-2190

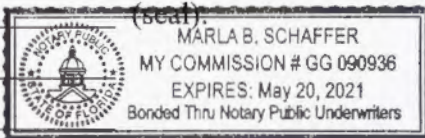
STATE OF Florida COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Sept., 2019, by Nancy S. Freeman who is personally known to me or ~~who has produced~~ as identification and who did/did not take an oath.

Date: 9/26/19

Notary Public Signature: Marla B. Schaffer

My Commission expires: 5/20/21



Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): same as applicant

Property Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Date: \_\_\_\_\_ (seal): \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434  
Winter Springs, Florida 32708  
customerservice@winterspringsfl.org  
Application – Conditional Use

the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Conditional Use for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): W. John McHale

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ Parcel ID: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_ Date: \_\_\_\_\_ (seal):

Notary Public Signature: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): W. John McHale

Property Owner Signature: \_\_\_\_\_ Date 26 SEP 2019

STATE OF FL COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 26 day of SEP, 2019, by W. JOHN MC HALE who is personally known to me or who has produced FL DL-01240-890-611-366-0 as identification and who did/did not take an oath.

26 SEP 2019 Date: \_\_\_\_\_ (seal):

Notary Public Signature: Vikram Patel

My Commission expires: 20 MAY 2023



# **Exhibit 3**

## **Variance Application**





**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434  
Winter Springs, Florida 32708  
customerservice@winterspringsfl.org

**Application – Variance**

ZP2019-0017

**REQUIRED INFORMATION:**

Applicant(s): Nancy S. Freeman and W. John McHale III Date: 09/27/19

Mailing address: 900 Dyson Drive, Winter Springs, FL 32708

Email: nfreeman@nfreemanlaw.com

Phone Number: 407-312-4532

Property Owner(s): Nancy S. Freeman and W. John McHale III

Mailing Address: 900 Dyson Drive, Winter Springs, FL 32708

Email: nfreeman@nfreemanlaw.com

Phone Number: 407-312-4532

Project Name: ADU

Property Address: 900 Dyson Drive, Winter Springs, FL 32708

Parcel ID(s): 13-21-30-5CX-0000-2190

Parcel Size: 1.4 acres

Existing Use: Residential

Future Land Use: Rural residential

Zoning District: PUD

Community Workshop Date: \_\_\_\_\_

Variance that is being requested? 1. ADU area over 800 square feet, 2. separate driveway

What special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district?

1. The very large size of the lot relative to size of the existing dwelling. The combined impervious area for both ADU and primary dwelling will be only 9% of the lot area. 2. The location of the existing dwelling and driveway near the west lot line.

If ADU were located to use existing driveway, it would crowd the west side lot line and require removing 10 large oak trees.

Are these special conditions and circumstances the result of actions by the applicant or applicant's predecessor?

How will a literal interpretation of this chapter would work an unnecessary and undue hardship on the applicant deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and other applicable building and land development codes of the city?

1. ADU would be smaller than the lot can easily support in keeping with surrounding properties. Deed restriction



**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434  
Winter Springs, Florida 32708  
[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)

**Application – Variance**

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will address any concerns over future lot split request. 2. To use the existing driveway, the ADU would have to be located on the west side of existing house. That would require removing 10 large oak trees and crowding the west lot line.

Will granting the variance, confer any special privilege that is denied to other lands, buildings or structures in the same zoning district?

No. Residential use will be the same as all surrounding properties.

---

Is the variance, as requested, the minimum variance that will make possible the reasonable use of the land, building or structure?

Yes. 1. Area 880 sq ft is minimal variance, 10% of ordinance maximum area (800 sq ft). That is still a small house, clearly subordinate to primary house, creating only 9% impervious coverage, less square footage than surrounding properties.

2. A driveway on Morgan St. will not affect surrounding properties and will avoid crowding neighbors to west and losing 10 trees.

How is the variance in harmony with the general intent and purpose of the zoning district?

1. Residential use maintained. Adding the ADU and updating the primary house facade will improve the subject property in keeping with surrounding properties. 2. Driveway will allow use of open space for ADU, preserve trees and not crowd neighbors to west.

---

Will granting the variance be injurious to the neighborhood or otherwise detrimental to the public welfare?

No. There will be a single resident of the ADU. A driveway for one person onto Morgan St. will not affect traffic.

The ADU will not block any view or otherwise impact anyone's use of surrounding properties or roads.

---

Has the applicant agreed to a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by city code? Yes N/A No N/A

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

Presently, property owners and owner's mother (the intended ADU resident)

---

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

Site plan, floor plan, elevations, maps of surrounding area, photos and oral factual testimony regarding the existing structure and property and intended structure placement and use

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**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434  
Winter Springs, Florida 32708  
[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)

**Application – Variance**

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Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

**REQUIRED DOCUMENTATION (PDF):**

- \_\_\_ A complete Application and Fee (\$500.00\*)
- \_\_\_ A proposed site plan and building elevations.
- \_\_\_ A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).
- \_\_\_ A map showing adjacent streets, FLU Designations, Zoning Districts on adjacent properties.
- \_\_\_ An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

\* Fees are as shown above plus actual costs incurred for advertising or notification, and for reimbursement for technical and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the city's consultant), payable prior to approval of the pertinent stage of development.



CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434  
Winter Springs, Florida 32708  
customerservice@winterspringsfl.org

Application - Variance

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Variance for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Nancy S. Freeman

Applicant Signature: [Signature] Date: 9/26/19

Business Name: \_\_\_\_\_

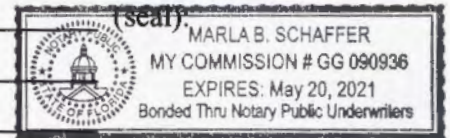
Address: 900 Dysan Dr. Parcel ID: 13-21-30-5CX-0000-2190

STATE OF FL COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Sept., 2019, by Nancy S. Freeman who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Date: 9/26/19  
Notary Public Signature: Marla B. Schaffer

My Commission expires: 5/20/21



Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): Same as applicant

Property Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Date: \_\_\_\_\_ (seal):

Notary Public Signature: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**  
1126 East State Road 434  
Winter Springs, Florida 32708  
[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)  
**Application – Variance**

**CITY LIMITED RIGHT OF ENTRY:** By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

**APPLICANT'S AUTHORIZATION:** I desire to make Application for a Variance for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): See below  
Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Parcel ID: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

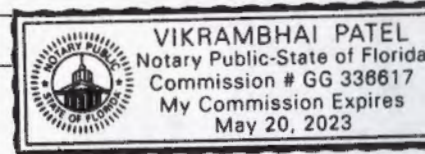
\_\_\_\_\_  
Date: \_\_\_\_\_ (seal):  
Notary Public Signature: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): W. JOHN McHale  
Property Owner Signature: \_\_\_\_\_ Date 26 SEP 2019  
STATE OF FL COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 26 day of SEP, 2019, by W. JOHN McHale who is personally known to me or who has produced FL06-M240-890-64-3660 as identification and who did/did not take an oath.

26 SEP 2019  
Date: \_\_\_\_\_ (seal):  
Notary Public Signature: \_\_\_\_\_  
My Commission expires: 20 MAY 2023



# **Exhibit 4**

## **Amended Variance Application**



**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434  
Winter Springs, Florida 32708  
customerservice@winterspringsfl.org

**Application – Variance**

*Supplemental Application*

*Supplement to  
Application dated  
Date: 09/27/19*

REQUIRED INFORMATION:

Applicant(s): Nancy S. Freeman and W. John McHale III

Mailing address: 900 Dyson Drive, Winter Springs, FL 32708

Email: nfreeman@nfreemanlaw.com

Phone Number: 407-312-4532

Property Owner(s): Nancy S. Freeman and W. John McHale III

Mailing Address: 900 Dyson Drive, Winter Springs, FL 32708

Email: nfreeman@nfreemanlaw.com

Phone Number: 407-312-4532

Project Name: ADU

Property Address: 900 Dyson Drive, Winter Springs, FL 32708

Parcel ID(s): 13-21-30-5CX-0000-2190

Parcel Size: 1.4 acres

Existing Use: Residential

Future Land Use: Rural residential

Zoning District: PUD

Community Workshop Date: \_\_\_\_\_

Variance that is being requested? 1. ADU area exceeding 30% of main house, 2. separate driveway

What special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district?  
See attached letter.

Are these special conditions and circumstances the result of actions by the applicant or applicant's predecessor?  
No.

How will a literal interpretation of this chapter would work an unnecessary and undue hardship on the applicant deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and other applicable building and land development codes of the city?  
See attached.



**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**  
1126 East State Road 434  
Winter Springs, Florida 32708  
[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)  
**Application – Variance**

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Will granting the variance, confer any special privilege that is denied to other lands, buildings or structures in the same zoning district?

No. Residential use will be the same as all surrounding properties.

---

Is the variance, as requested, the minimum variance that will make possible the reasonable use of the land, building or structure?

Yes. See attached letter.

---

How is the variance in harmony with the general intent and purpose of the zoning district?

1. Residential use maintained. Adding the ADU and updating the primary house facade will improve the subject property in keeping with surrounding properties. 2. Driveway will allow use of open space for ADU, preserve trees and not crowd neighbors to west.

---

Will granting the variance be injurious to the neighborhood or otherwise detrimental to the public welfare?

No. There will be a single resident of the ADU. A driveway for one person onto Morgan St. will not affect traffic.

The ADU will not block any view or otherwise impact anyone's use of surrounding properties or roads.

---

Has the applicant agreed to a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by city code? Yes N/A No N/A

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

Presently, property owners and owner's mother (the intended ADU resident)

---

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

Site plan, floor plan, elevations, maps of surrounding area, photos and oral factual testimony regarding the existing structure and property and intended structure placement and use

---





CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434  
Winter Springs, Florida 32708  
customerservice@winterspringsfl.org

Application – Variance

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Variance for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): WALTON JOHN MCHALE

Applicant Signature: \_\_\_\_\_ Date: 11/18/19

Business Name: \_\_\_\_\_

Address: 900 Dyson Dr, Winter Springs FL, 32708 Parcel ID: 13-21-30-5CK-0000-2190

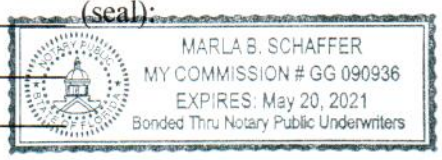
STATE OF FL COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2019, by Walton John McHale who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Date: 11/18/19

Notary Public Signature: Marla B. Schaffer

My Commission expires: 5/30/21



Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Date: \_\_\_\_\_ (seal): \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434  
Winter Springs, Florida 32708  
[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)

**Application – Variance**

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Variance for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Nancy S. Freeman

Applicant Signature: [Signature] Date: 11/18/19

Business Name: \_\_\_\_\_

Address: 900 Dysan Drive Parcel ID: 13-21-30-5CK-0000-2190

STATE OF FL COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 20 19, by Nancy S. Freeman who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Date: 11/18/19

Notary Public Signature: [Signature]

My Commission expires: 5/20/21



Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Date: \_\_\_\_\_ (seal):

Notary Public Signature: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**W. JOHN McHALE, III  
NANCY S. FREEMAN  
900 Dyson Drive  
Winter Springs, Florida 32708  
(407) 312-4532  
nfreeman@nfreemanlaw.com**

---

November 18, 2019

Ms. Marla Molina  
Senior City Planner  
City of Winter Springs  
Community Development Department  
1126 East State Road 434  
Winter Springs, FL 32708

Re: 900 Dyson Drive  
Supplemental Application for Variances

Dear Ms. Molina:

This letter and the attached Supplemental Application for Variances are submitted in connection with the Application for Conditional Use Permit (accessory dwelling unit) and Application for Variances that we submitted on September 27, 2019. As we discussed when we met on October 22, 2019, submitted herewith are the following:

1. A revised floor plan for the ADU, reducing its square footage to 796 sq ft living area and 240 sq ft enclosed garage.
2. A revised site plan, moving the ADU back to observe a 40-foot setback from the side street, Morgan Street.
3. Elevations for the ADU and main dwelling, showing that their facades will be constructed of the same materials and will complement each other. (Note that the facade of the main dwelling will be renovated from its current design to match that of the ADU.)
4. Photo of the mature trees on our lot in the area adjacent to the existing driveway, which trees would have to be removed if the ADU were located to use the existing driveway.

The requested ADU will be located on our primary residential lot for the purpose of sole occupancy by the our mother/mother-in-law. Occupancy by a close relative of the applicants/property owners complies with the residential purpose of the surrounding

neighborhood. The appearance of the primary dwelling and the ADU will complement each other and the surrounding residences. The ADU will clearly be subordinate to the primary dwelling, due to its smaller size and location and orientation on the lot. Together the primary dwelling and the ADU will be smaller than the surrounding residences, and the aggregate impervious surfaces will be only nine percent (9%) of the lot.

### Variance for Driveway

We request a variance to allow us to construct a second driveway on the lot for use by the ADU. The special conditions necessitating such a variance are the configuration of the existing trees, driveway, and dwelling on the property. The second driveway will connect to Morgan Street, while the existing driveway connects to Dyson Drive. **A second driveway is necessary because locating the ADU so that it could access the existing driveway would require removing at least ten mature oak trees.** As the attached photo shows, there are twenty trees between the existing driveway and the west lot line, the large majority of which are mature oak trees. In addition to requiring the removal of mature oak trees, an ADU located so as to use the existing driveway would be right up against the west property line.

The location of the ADU shown on the attached site plan is in an open area on the lot and will not require removal of any mature trees. At worst, one newly planted tree will be moved to a different location on our lot. Such location also will allow the ADU to observe a forty-foot setback from the property line on Morgan Street and thus will not crowd our neighbors to the west, or any other neighbors.

A literal interpretation of the ordinances, requiring that the ADU be positioned to use the existing driveway, would work an unnecessary and undue hardship in this case because it would require the removal of ten mature oak trees and would crowd our neighbors to the west. Both of these would be detrimental to the community as well as our property, and both can easily be avoided by allowing the ADU to be located on the east side of the property, along with its own driveway.

The requested location of the ADU will be in open space on the lot and will be far removed from the lot lines between the applicant's property and the immediate neighbors' properties. The ADU will be located so as to preserve the extensive tree canopy on the property and to avoid removal of any trees. Such location requires a separate driveway for the ADU.

November 18, 2019

Page - 3 -

### Variance for Living Area

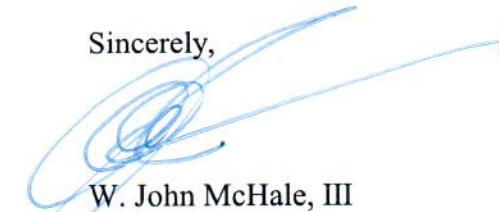
We also request a variance to allow the living area of the ADU to exceed 30% of the living area of the main dwelling. However, we are not requesting a living area in excess of the 800 square foot maximum prescribed by the ordinance. In this case, a limitation to 30% of the area of the main dwelling would limit the living area of the ADU to 622.5 square feet. A residence that small would not be in keeping with the neighborhood and would be uncomfortably small home for our mother/mother-in-law.

The special condition necessitating such a variance is the small living area of the main dwelling (2,075 sq ft) in relation to the surrounding properties and in relation to the lot (1.4 acres). If the existing main dwelling is not the smallest house in the neighborhood, it is clearly one of the smallest. Refusing a variance to allow an ADU that is within the Code's maximum living area of 800 sq ft and is easily supported by the lot and in harmony with the neighborhood would arbitrarily disadvantage those residents who have smaller, less expensive homes. It would work a hardship in this case because the small size of our home in relation to the large size of our lot cannot be remedied without rebuilding our entire house. A home of 622.5 sq ft would be uncomfortably small for our mother/mother-in-law. The small size of our existing house does not increase the (non-existent) impact of the ADU on the neighborhood and should not be an independent limitation on the size of the ADU, which will comply with the Code's maximum living area of 800 sq ft.

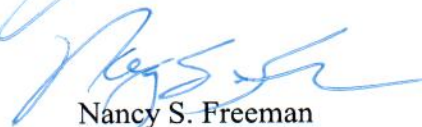
In summary, we request variances to allow our ADU to have a driveway separate from that of the main dwelling, and to have a living area of 796 sq ft., as shown on the attached floor plan and site plan. Construction of this ADU in this manner will enhance the appearance of the property and harmonize with the surrounding neighborhood. It will also advance the City's goals of preserving the tree canopy and providing housing for older members of the community.

Thank you for your attention to this matter. If additional information or explanation is needed for review of the attached applications, please contact us at the above telephone number or email address.

Sincerely,



W. John McHale, III



Nancy S. Freeman



# **Exhibit 5**

## **Plans**

**(Survey, Elevations,  
Floor Plans, Photos)**



Primary Residence Front



Primary Residence Rear





Primary Residence (Morgan Street)



Proposed Location of ADU on Morgan Street



Proposed Location of ADU on Morgan Street



Proposed Location of ADU on Morgan Street



View of Rear of Primary Residence off of Morgan Street

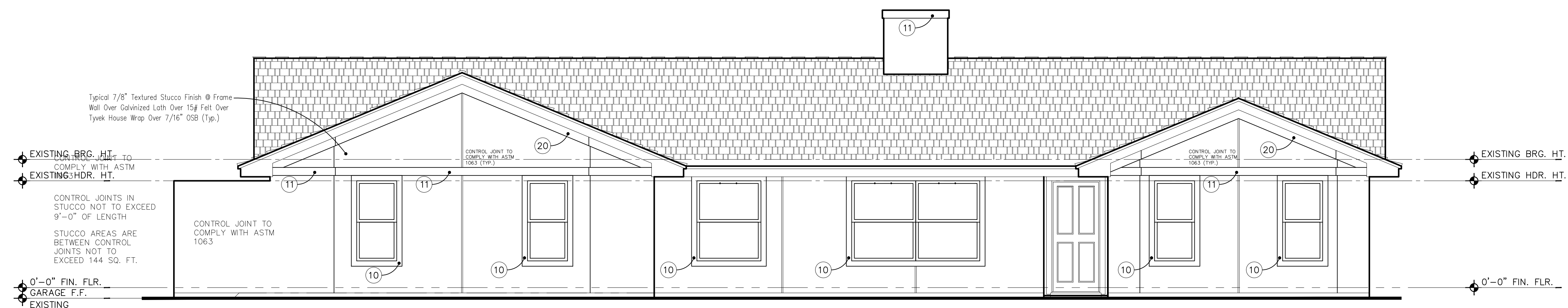


Proposed Location of ADU on Morgan Street

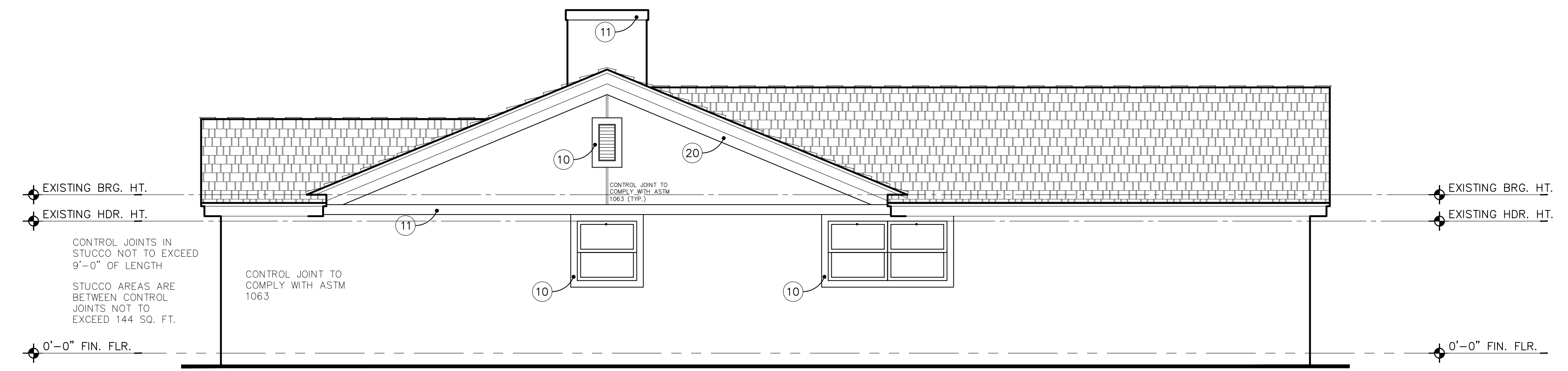
REVISIONS	
DATE	BY

**EAGLE**  
DESIGN SERVICES

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Existing Front Elevation  
SCALE: 1/4" = 1'-0"



Existing Right Elevation  
SCALE: 1/4" = 1'-0"

- EXTERIOR FINISHING NOTES**
1. Composition shingles over #15 felt on 1/2" plywood sheathing.
  2. Concrete tile roof installed as per manufacturer's specifications.
  3. Cricket as condition req.
  4. Roof window
  5. Chimney Cap/Spark Arrestor
  6. Typical Textured Finish
  7. 1" Smooth Textured Trim/Band
  8. 2" Smooth Textured Trim/Band
  9. 3" Smooth Textured Trim/Band
  10. 4" Smooth Textured Trim/Band
  11. 5" Smooth Textured Trim/Band
  12. 6" Smooth Textured Trim/Band
  13. 10" Smooth Textured Trim/Band
  14. 12" Smooth Textured Trim/Band
  15. Raised Panel
  16. Key Stone
  17. Quoin (Brick or Textured Finish)
  18. 2" Frieze Trim
  19. 4" Frieze Trim
  20. 6" Frieze Trim
  21. 8" Frieze Trim
  22. 10" Frieze Trim
  23. 12" Frieze Trim
  24. Brick Veneer
  25. Soldier Coursing
  26. Rowlock Coursing
  27. Light Conc. Mortar Wash
  28. Cont. Ridge Vent, as req.
  29. Off Ridge Vent, as req.
  30. R.S. Cedar
  31. 4" Wood Trim
  32. 6" Wood Trim
  33. 8" Wood Trim
  34. 4" Lap Siding
  35. 8" Lap Siding
  36. Wood Lower Vent
  37. Wrought Iron Railing
  38. Treated Wood Hand Railing
  39. 36" Balustrade Per Builder
  40. 42" Balustrade Per Builder
  41. Rock Salt Finish
  42. 6" Styrofoam Crown Molding
  43. 8" Styrofoam Crown Molding
  44. 12" Styrofoam Crown Molding
  45. Decorative Bracket Per Builder
  46. Decorative Shutters Per Builder
  47. Typical Stone Finish Per Builder

THE FREEMAN RESIDENCE  
AUX. DWELLING UNIT  
900 DYSON DRIVE, WINTER SPRINGS, FLORIDA 32708

D.S. "VNDER" CHEHAL  
LICENSED PROFESSIONAL  
ENGINEER  
624 DOUGLAS AVENUE,  
SUITE 1415  
ALTAMONTE SPRINGS FL 32714  
(407) 227-7368  
PE 79118

drawn by	MA
checked by	AM
date	11-16-2019
scale	AS NOTED
job no.	19-1007

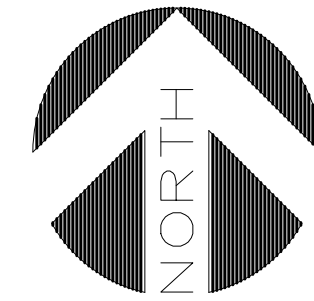
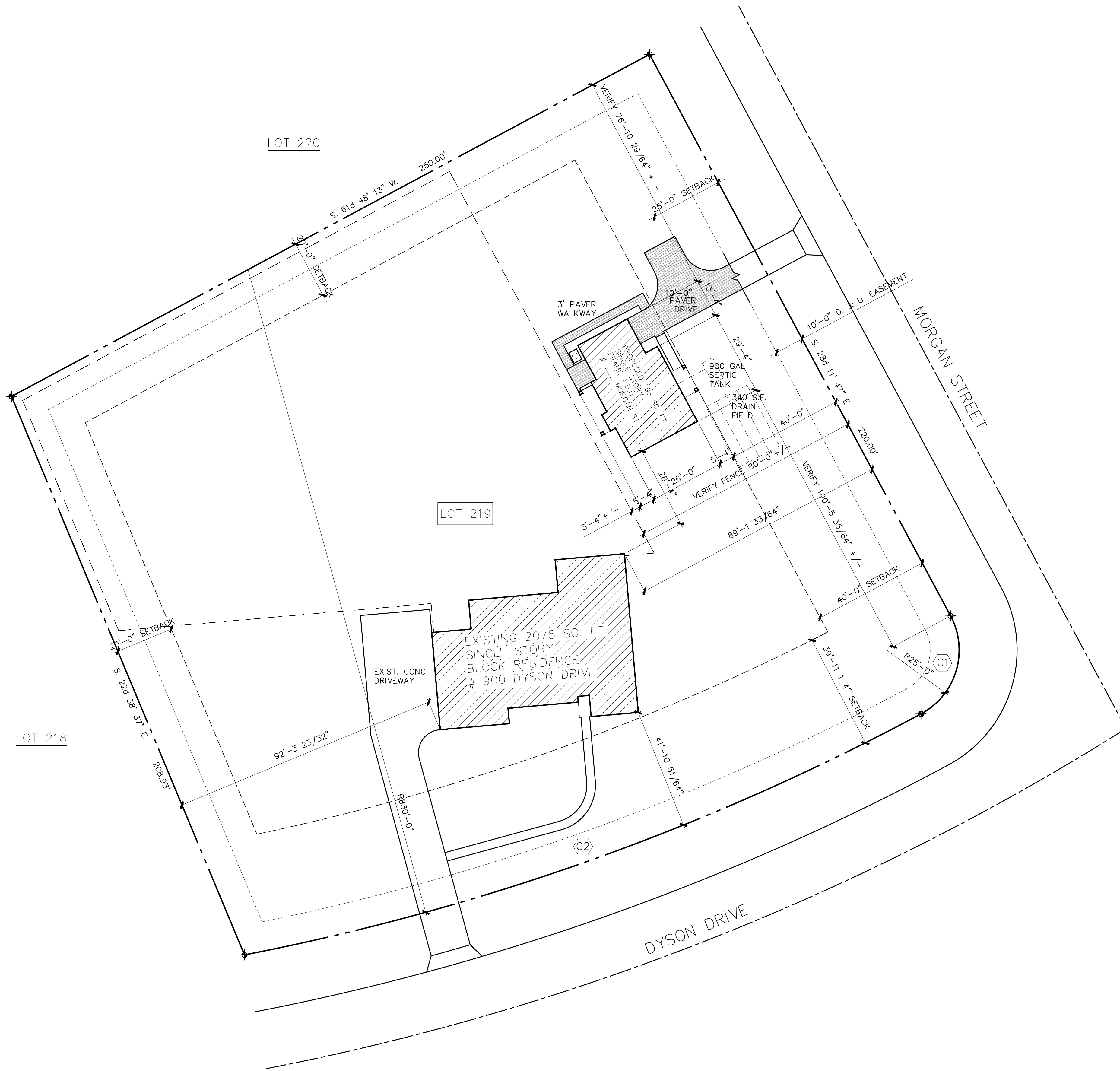
DRAWING NO.  
**A5**

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR DIMENSIONS AND CONDITIONS ON THESE PLANS. EAGLE DESIGN SERVICES MUST BE NOTIFIED IN WRITING FOR RESOLUTION OF ANY VARIATION IN THE DIMENSIONS, CONDITIONS, AND SPECIFICATIONS APPEARING ON THESE PLANS PRIOR TO CONSTRUCTION OR ORDERING OF MATERIALS.

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PLANS, NOTES, SPECIFICATIONS, DETAILS, AND ALL OTHER INFORMATION DEPICTED ON THIS SHEET HAS BEEN PREPARED TO MEET SBOD STANDARDS FOR ORANGE, SEMINOLE, GULF, AND LAKE COUNTIES OF CENTRAL FLORIDA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR/OWNER/DEVELOPER TO VERIFY WITH LOCAL, COUNTY, CITY, AND STATE CODE ENFORCEMENT AGENCIES FOR COMPLIANCE OF BUILDING CODES AND ORDINANCES FOR THE AREA OF CONSTRUCTION. THIS MUST BE DONE PRIOR TO THE USE OF THIS DOCUMENT OR ANY ATTACHED DOCUMENTS FOR ANY PURPOSE.

Existing Elevations  
1/4"=1'-0"



**Landscape Table**

-  INDIAN HAWTHORN
-  SAGO PALM
-  LIVE OAK
-  GROUND COVER
- ST. AUGUSTINE GRASS

**Curve Data Table**

C1	LENGTH = 39.27
	RADIUS = 25.00'
	DELTA = 90°0'0"
C2	LENGTH = 248.93
	RADIUS = 830.00'
	DELTA = 177°11'3"

**Site Area Tabulation**

TOTAL SITE S.F.:	60,966 S.F.
IMPERVIOUS S.F.:	5592 S.F.
( STRUCTURE )	
% OF LOT:	9 %

**Legal Description**

LOT 219, WINTER SPRINGS UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 89 THROUGH 90 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**Site Plan Notes**

This is not a survey. Eagle Design Services assumes no responsibility for its accuracy. The Owner and Contractor are totally responsible for placing the building on the property.

Pool Design and location, if shown, are only suggested. Landscaping design by others.

Eagle Design Services assumes no responsibility for septic design or location. Septic, if shown, on plan is per builder or owner requirements. Septic systems are to be designed and located per Dept. of Health requirements or as per governing codes.

**THIS IS NOT  
A SURVEY**

**Site Plan**  
1"=20'-0"

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REVISIONS	DATE	BY
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•		

**EAGLE**  
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877 SILK OAK TERRACE LAKE MARY FLORIDA 32746 407 928-6645

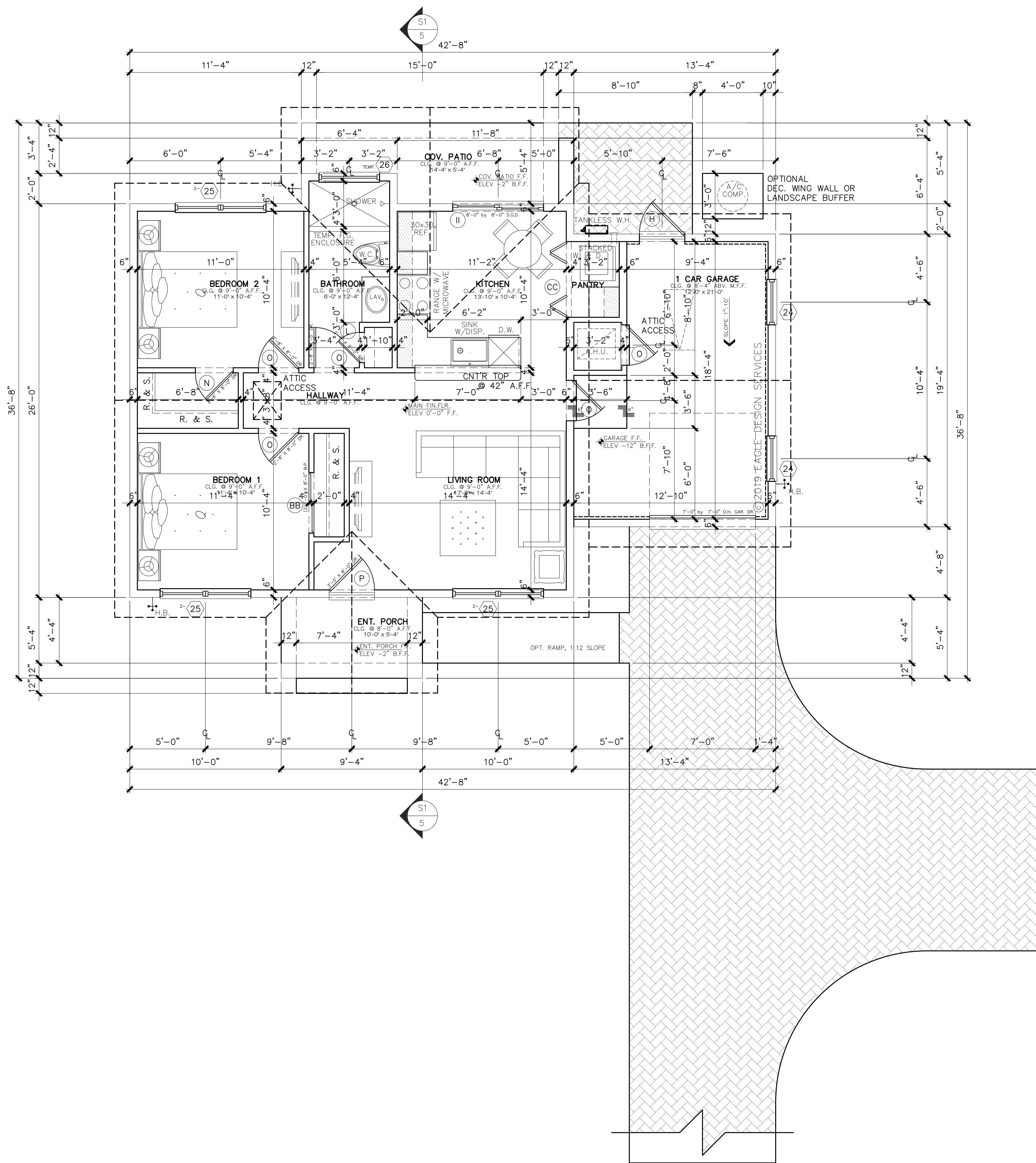
THE FREEMAN RESIDENCE  
 AUX. DWELLING UNIT  
 900 DYSON DRIVE, WINTER SPRINGS, FLORIDA 32708

D.S. "VINDER" CHEHAL  
 LICENSED PROFESSIONAL  
 ENGINEER  
 624 DOUGLAS AVENUE,  
 SUITE 1418  
 ALTAMONTE SPRINGS FL 32714  
 (407) 227-7368  
 PE 79118

drawn by	MA
checked by	AM
date	11-16-2019
scale	AS NOTED
job no.	19-1007

DRAWING NO.  
**S1**



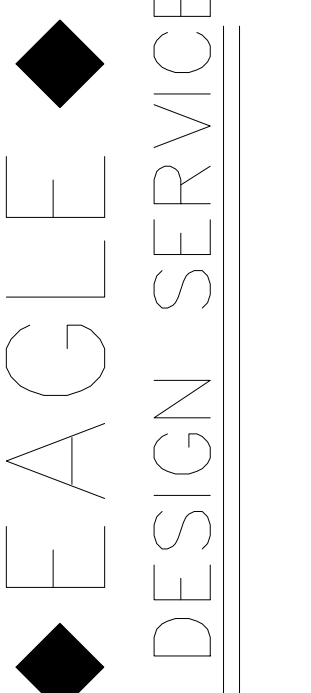


NOTES:  
 2-0 INDICATES NUMBER OF DOORS.  
 2-0 INDICATES NUMBER OF WINDOWS.  
 FR - FRENCH DOORS  
 L - FULL LITE  
 FG - FIXED GLASS  
 TR - TRANSOM  
 PKT - POCKET DOOR  
 OBS - OBSCURED  
 TEMP - TEMPERED  
 HR - HORIZONTAL ROLLER  
 BP - BYPASS  
 SPECIALTY WINDOWS/DOORS, FIXED GLASS WINDOWS, AND TRANSOMS ARE NOTED ON PLANS.


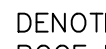


REVISIONS		
DATE	BY	

DOOR SIZE KEY	
MARK	SIZE
A	1'4"x6'8"
B	1'6"x6'8"
C	1'8"x6'8"
D	2'0"x6'8"
E	2'4"x6'8"
F	2'6"x6'8"
G	2'8"x6'8"
H	3'0"x6'8"
I	1'4"x8'0"
J	1'6"x8'0"
K	1'8"x8'0"
L	2'0"x8'0"
M	2'4"x8'0"
N	2'6"x8'0"
O	2'8"x8'0"
P	3'0"x8'0"
Q	1'6"x6'8" BF
R	2'0"x6'8" BF
S	2'6"x6'8" BF
T	3'0"x6'8" BF
U	4'0"x6'8" BF
V	5'0"x6'8" BF
W	6'0"x6'8" BF
X	1'6"x8'0" BF
Y	2'0"x8'0" BF
Z	2'6"x8'0" BF
AA	3'0"x8'0" BF
BB	4'0"x8'0" BF
CC	5'0"x8'0" BF
DD	6'0"x8'0" BF
EE	6'0"x6'8" SL GL DR.
FF	8'0"x6'8" SL GL DR.
GG	9'0"x6'8" SL GL DR.
HH	12'0"x6'8" SL GL DR.
II	6'0"x8'0" SL GL DR.
JJ	8'0"x8'0" SL GL DR.
KK	9'0"x8'0" SL GL DR.
LL	12'0"x8'0" SL GL DR.

WINDOW SIZE KEY		
MARK	MASONRY	FRAME
1	SH12	20"x24"±
2	SH13	20"x36"±
3	SH14	20"x48"±
4	SH15	20"x60"±
5	SH16	20"x72"±
6	SH1H2	24"x24"±
7	SH1H3	24"x36"±
8	SH1H4	24"x48"±
9	SH1H5	24"x60"±
10	SH1H6	24"x72"±
11	N/A	26"x24"±
12	N/A	26"x36"±
13	N/A	26"x48"±
14	N/A	26"x60"±
15	N/A	26"x72"±
16	N/A	30"x24"±
17	N/A	30"x36"±
18	N/A	30"x48"±
19	N/A	30"x60"±
20	N/A	30"x72"±
21	SH22	36"x24"±
22	SH23	36"x36"±
23	SH24	36"x48"±
24	SH25	36"x60"±
25	SH26	36"x72"±
26	N/A	48"x24"±
27	N/A	48"x36"±
28	N/A	48"x48"±
29	N/A	48"x60"±
30	N/A	48"x72"±
31	SH32	53"x24"±
32	SH33	53"x36"±
33	SH34	53"x48"±
34	SH35	53"x60"±
35	SH36	53"x72"±
36		
37		
38		

  
**EAGLE**  
 DESIGN SERVICES  
 877 SILK OAK TERRACE LAKE MARY FLORIDA 32746 407 928-6645

THE FREEMAN RESIDENCE  
 AUX. DWELLING UNIT  
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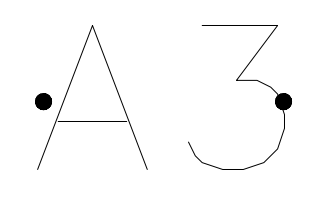
 OR  DENOTES POST (SEE ROOF PLAN FOR SIZE)  
 16" PLANTSHELF @ 8'-0" A.F.F. UNLESS NOTED OTHERWISE.  
 DENOTES BEARING WALL

D.S. "VINDER" CHEHAL  
 LICENSED PROFESSIONAL  
 ENGINEER  
 624 DOUGLAS AVENUE,  
 SUITE 1418  
 ALTAMONTE SPRINGS FL 32714  
 (407) 227-7368  
 PE 79118

Area Tabulations	
Living:	
1st floor:	796 sf
Total Living:	796 sf
entry porch:	50 sf
covered patio:	78 sf
1 car garage:	237 sf
other:	N/A sf
Total Area:	1161 sf

drawn by  
 MA  
 checked by  
 AM  
 date  
 11-16-2019  
 scale  
 AS NOTED  
 job no.  
 19-1007

Floor Plan  
 1/4"=1'-0"

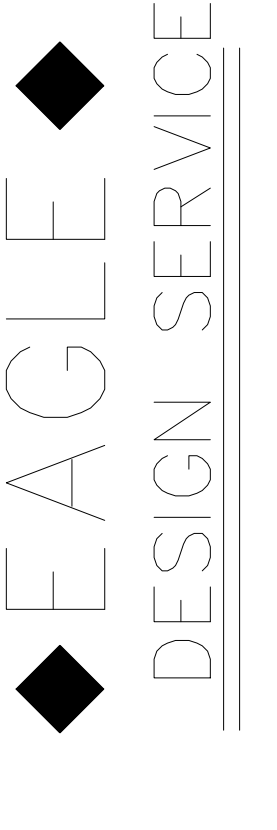
DRAWING NO.  


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PLANS, NOTES, SPECIFICATIONS, DETAILS, AND ALL OTHER INFORMATION DEPICTED ON THIS SHEET HAS BEEN PREPARED TO MEET 5800 STANDARDS FOR ORANGE, SEMINOLE, GULF, AND LAKE COUNTIES OF FLORIDA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR/OWNER/DEVELOPER TO VERIFY WITH LOCAL, COUNTY, CITY, AND STATE CODE ENFORCEMENT AGENCIES FOR COMPLIANCE OF BUILDING CODES AND ORDINANCES FOR THE AREA OF CONSTRUCTION. THIS MUST BE DONE PRIOR TO THE USE OF THIS DOCUMENT OR ANY ATTACHED DOCUMENTS FOR ANY PURPOSE.

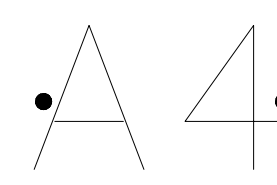
REVISIONS	DATE	BY
•		
•		
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**EAGLE**  
 DESIGN SERVICES  
 877 SILK OAK TERRACE LAKE MARY, FLORIDA 32746 407 928-6645

**THE FREEMAN RESIDENCE**  
**AUX. DWELLING UNIT**  
 900 DYSON DRIVE, WINTER SPRINGS, FLORIDA 32708

D.S. "VINDER" CHEHAL  
 LICENSED PROFESSIONAL  
 ENGINEER  
 624 DOUGLAS AVENUE,  
 SUITE 1418  
 ALTAMONTE SPRINGS FL 32714  
 (407) 227-7368  
 PE 79118

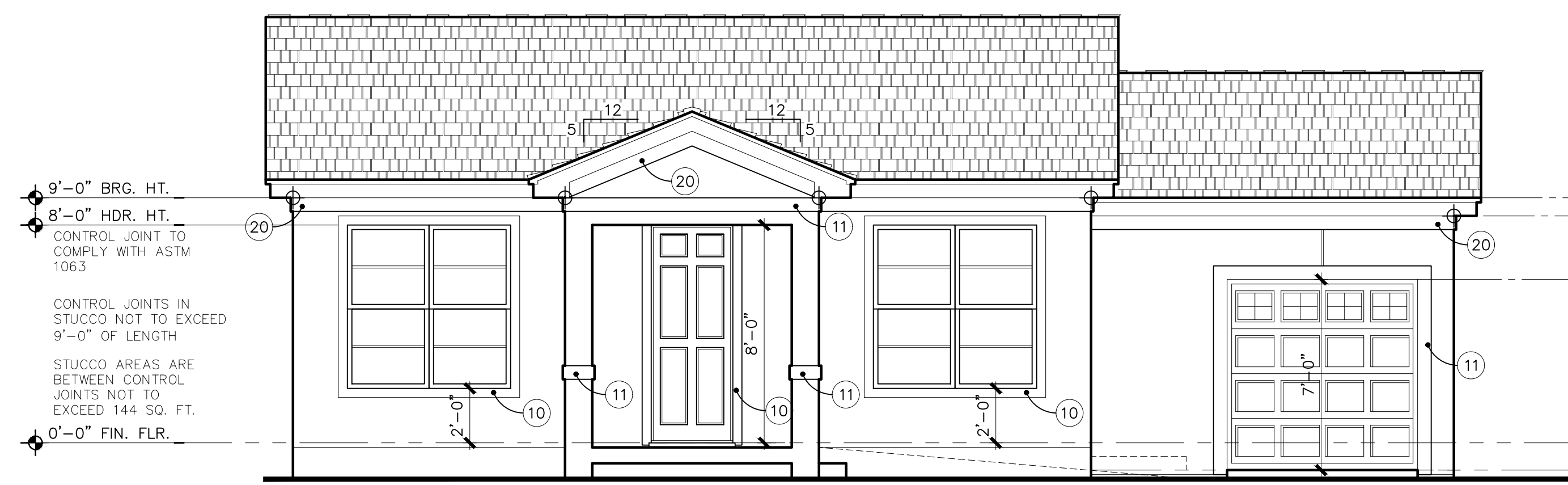
drawn by  
 MA  
 checked by  
 AM  
 date  
 11-16-2019  
 scale  
 AS NOTED  
 job no.  
 19-1007

DRAWING NO.  


NOTE:  
 PROVIDE GALVANIZED METAL FLASHING AT ALL ROOF PITCH CHANGES,  
 AND AT ALL ROOF / WALL INTERSECTIONS.

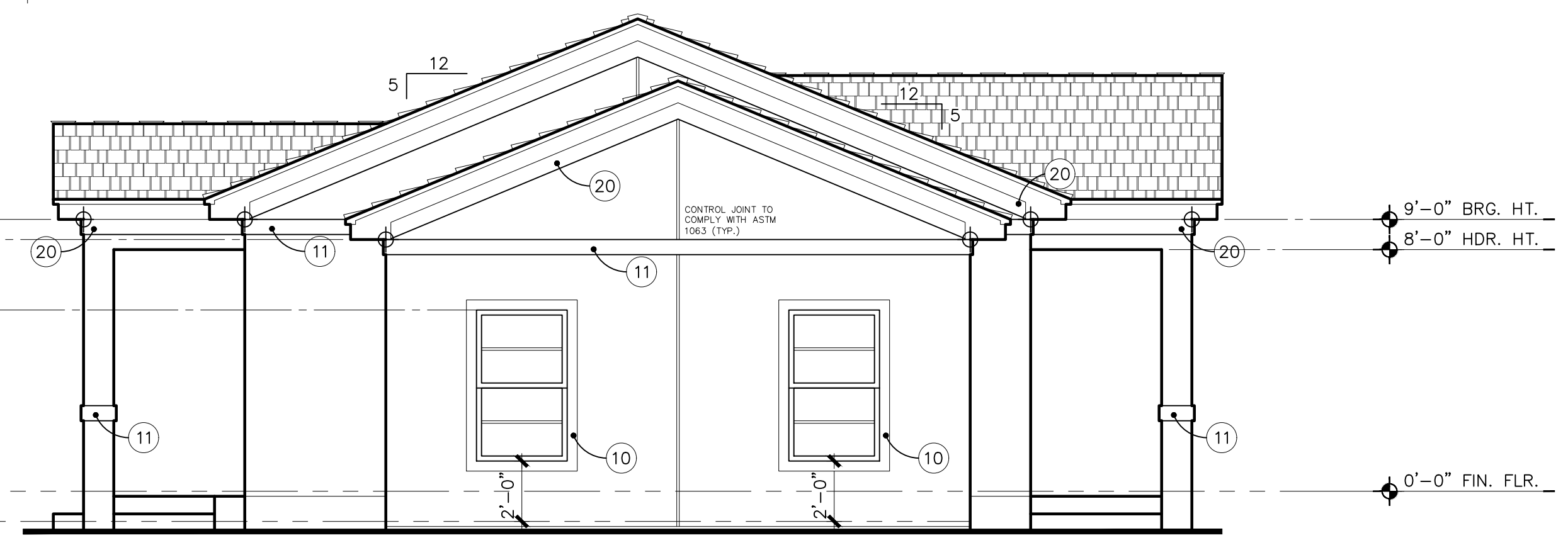
1367 sq. ft. (TOTAL ROOF AREA MINUS OVERHANGS) / 150  
 = 9.11 sq. ft. VENTING REQUIRED = (2) 4 sq.ft. VENTS MIN.  
 (5) 4 sq.ft. VENTS PROVIDED

**ROOF VENTS REQUIRED**  
**FIBER GLASS INSULATION TO BE**  
**USED PER ENERGY CALCULATIONS**



Front Elevation

SCALE: 1/4" = 1'-0"



Right Side Elevation

SCALE: 1/4" = 1'-0"

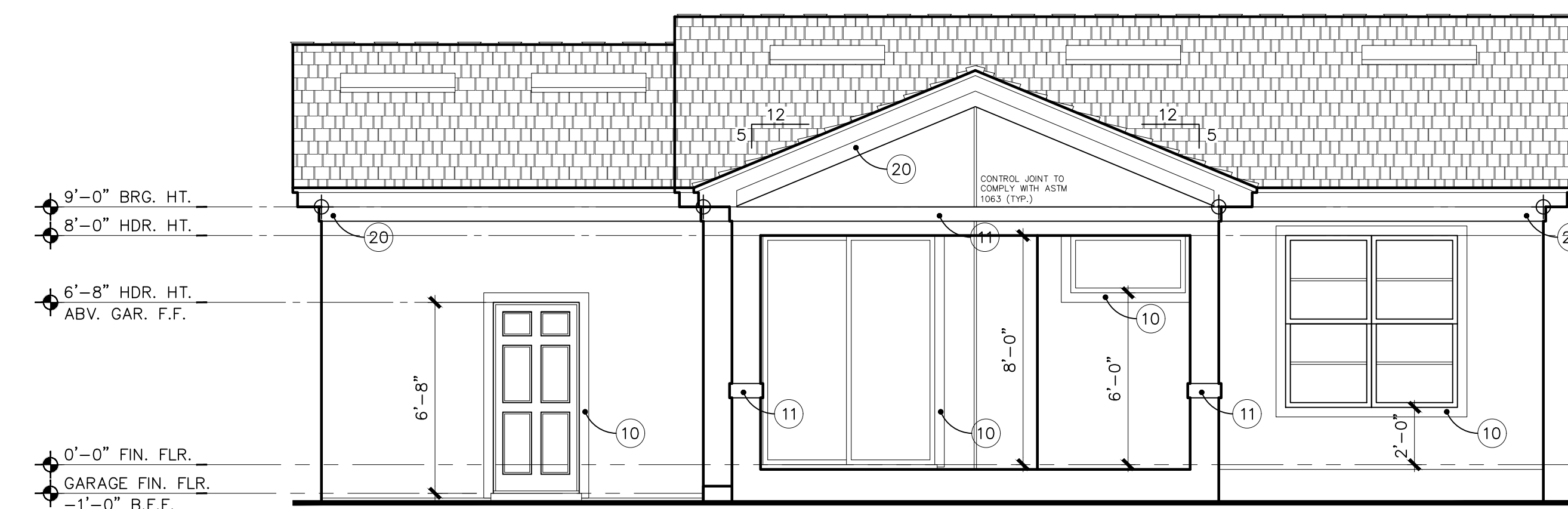
**EXTERIOR FINISHING NOTES**

1. Composition shingles over #15 felt on 1/2" plywood sheathing.
2. Concrete tile roof installed as per manufacturer's specifications.
3. Cricket as condition req.
4. Roof window
5. Chimney Cap/Spark Arrestor
6. Typical Textured Stucco Finish
7. 1" Smooth Textured Trim/Band
8. 2" Smooth Textured Trim/Band
9. 3" Smooth Textured Trim/Band
10. 4" Smooth Textured Trim/Band
11. 6" Smooth Textured Trim/Band
12. 8" Smooth Textured Trim/Band
13. 10" Smooth Textured Trim/Band
14. 12" Smooth Textured Trim/Band
15. Raised Panel
16. Key Stone
17. Quoin (Brick or Textured Finish)
18. 2" Frieze Trim
19. 4" Frieze Trim
20. 6" Frieze Trim
21. 8" Frieze Trim
22. 10" Frieze Trim
23. 12" Frieze Trim
24. Brick Veneer
25. Soldier Coursing
26. Rowlock Coursing
27. Light Conc. Mortar Wash
28. Cont. Ridge Vent, as req.
29. Off Ridge Vent, as req.
30. R.S. Cedar
31. 4" Wood Trim
32. 6" Wood Trim
33. 8" Wood Trim
34. 4" Lap Siding
35. 8" Lap Siding
36. Wood Lower Vent
37. Wrought Iron Railing
38. Treated Wood Hand Railing
39. 36" Balustrade Per Builder
40. 42" Balustrade Per Builder
41. Rock Salt Finish
42. 6" Styrofoam Crown Molding
43. 8" Styrofoam Crown Molding
44. 12" Styrofoam Crown Molding
45. Decorative Bracket Per Builder
46. Decorative Shutters Per Builder
47. Typical Stone Finish Per Builder

NOTE:  
 PROVIDE GALVANIZED METAL FLASHING AT ALL ROOF PITCH CHANGES,  
 AND AT ALL ROOF / WALL INTERSECTIONS.

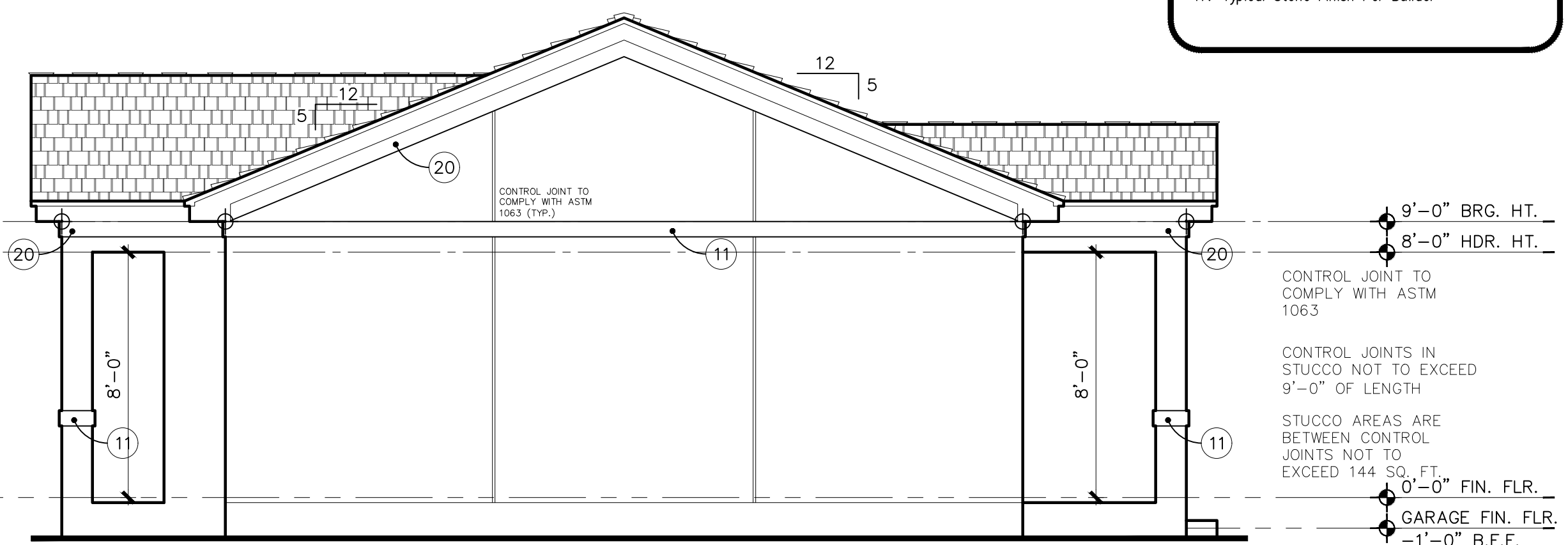
1367 sq. ft. (TOTAL ROOF AREA MINUS OVERHANGS) / 150  
 = 9.11 sq. ft. VENTING REQUIRED = (2) 4 sq.ft. VENTS MIN.  
 (5) 4 sq.ft. VENTS PROVIDED

**ROOF VENTS REQUIRED**  
**FIBER GLASS INSULATION TO BE**  
**USED PER ENERGY CALCULATIONS**



Rear Elevation

SCALE: 1/4" = 1'-0"



Left Side Elevation

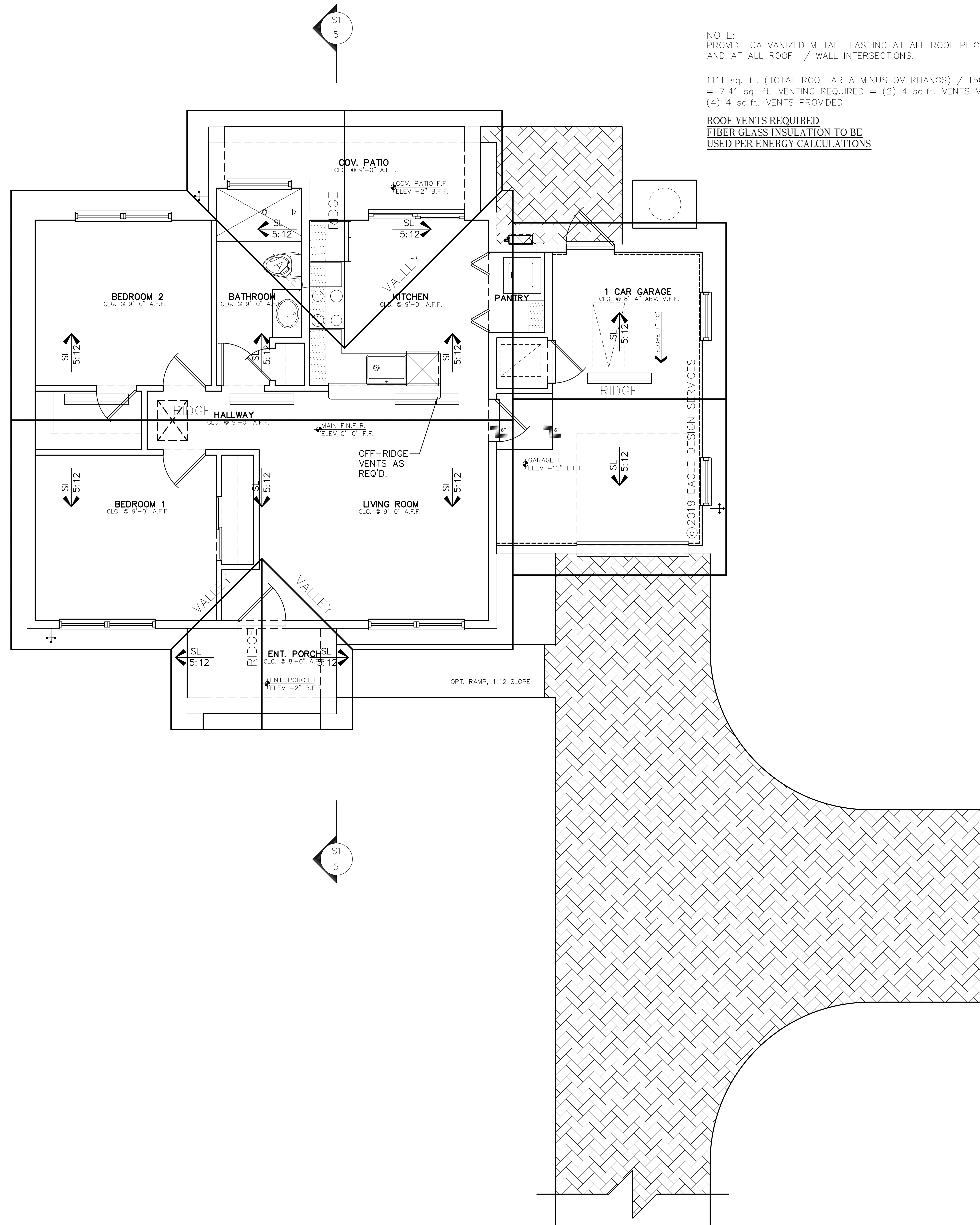
SCALE: 1/4" = 1'-0"

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**Elevations**  
 1/4"=1'-0"

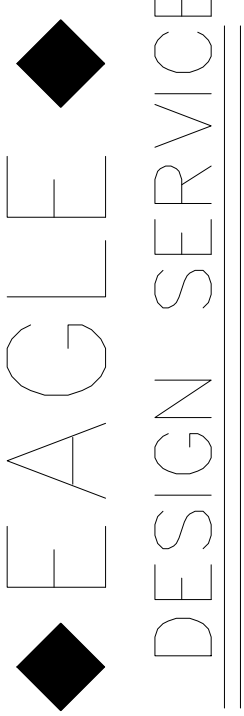


NOTE:  
 PROVIDE GALVANIZED METAL FLASHING AT ALL ROOF PITCH CHANGES,  
 AND AT ALL ROOF / WALL INTERSECTIONS.

1111 sq. ft. (TOTAL ROOF AREA MINUS OVERHANGS) / 150  
 = 7.41 sq. ft. VENTING REQUIRED = (2) 4 sq.ft. VENTS MIN.  
 (4) 4 sq.ft. VENTS PROVIDED

**ROOF VENTS REQUIRED**  
**FIBER GLASS INSULATION TO BE**  
**USED PER ENERGY CALCULATIONS**

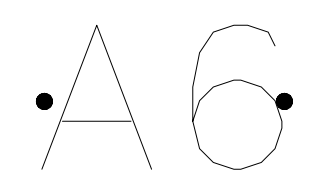
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



  
**EAGLE**  
 DESIGN SERVICES  
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**THE FREEMAN RESIDENCE**  
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D.S. "VINDER" CHEHAL  
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 624 DOUGLAS AVENUE,  
 SUITE 1418  
 ALTAMONTE SPRINGS FL 32714  
 (407) 227-7368  
 PE 79118

drawn by  
 MA  
 checked by  
 AM  
 date  
 11-16-2019  
 scale  
 AS NOTED  
 job no.  
 19-1007

DRAWING NO.  


-  - INDICATES LAMINATED STUDS, QUANTITY PER PLAN.
-  - INDICATES 4" x 4" POST UNLESS NOTED OTHERWISE.
-  - INDICATES FILLED CELL W/ 1 #5 REBAR CONT. FROM FTG. TO TIE BEAM.
-  - INDICATES BEARING WALL.

**NOTE:** →  
 ALL ROOF SLOPES AT 5:12 UNLESS OTHERWISE NOTED.

**Roof Plan**  
 1/4"=1'-0"

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**" BOUNDARY SURVEY "**

**"REAL PROPERTY DESCRIPTION"**

LOT 219, WINTER SPRINGS UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 89 THROUGH 90 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LOT 220  
WINTER SPRINGS UNIT 3  
P.B. 17, PGS. 89-90

LOT 219  
WINTER SPRINGS UNIT 3  
P.B. 17, PGS. 89-90

LOT 218  
WINTER SPRINGS UNIT 3  
P.B. 17, PGS. 89-90

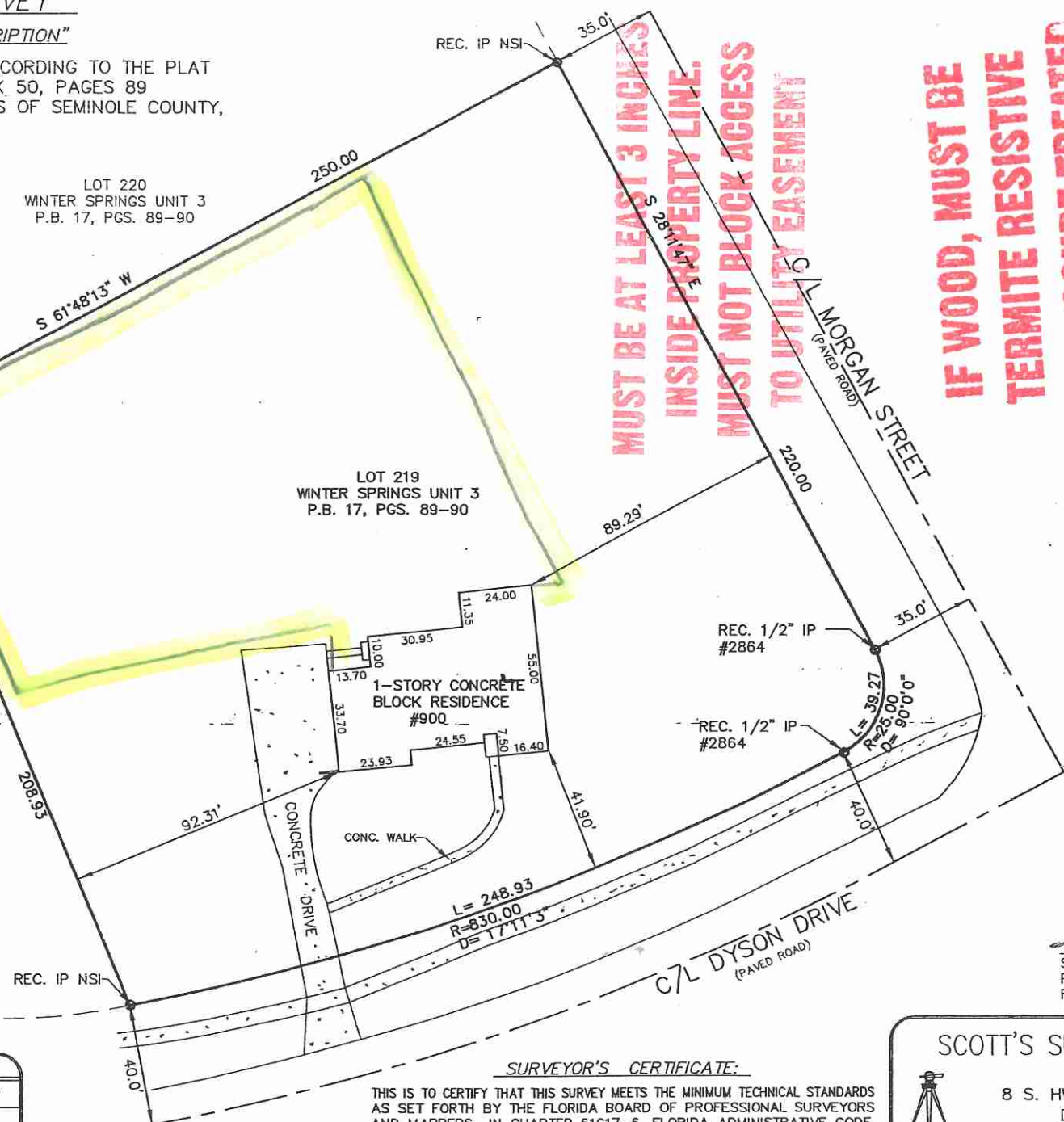
- (A) - ACTUAL
- REC - RECOVERED
- (P) - PLAT
- (M) - MEASURED
- (C) - CALCULATED
- C.M. - CONCRETE MONUMENT
- P.B. - PLAT BOOK
- P.S. - PAGE
- RAD. - RADIAL
- R. - RADIUS
- L. - ARC LENGTH
- Δ - DELTA
- C.L. - CENTER LINE
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.C. - POINT OF CURVATURE
- P.R.C. - POINT OF REVERSE CURVATURE
- P.C.C. - POINT OF COMPOUND CURVATURE
- P.T. - POINT OF TANGENCY
- CONC. - CONCRETE

**SURVEYOR'S NOTES:**

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE "REAL PROPERTY DESCRIPTION" SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. NO UNDERGROUND IMPROVEMENTS OR VISIBLE INSTALLATIONS HAVE BEEN LOCATED OTHER THAN SHOWN.
4. BEARINGS ARE BASED ON THE CENTERLINE OF MORGAN STREET AS BEING S. 28°11'47" E, PER PLAT.
5. HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM FIRM, I HAVE DETERMINED THAT THE SUBJECT PROPERTY LIES IN ZONE "X", NOT A SPECIAL FLOOD AREA PER FIRM PANEL # 12117C0170 F, DATED SEPTEMBER 28, 2007, SEMINOLE COUNTY, FLORIDA.
6. SURVEYOR HAS NOT ABSTRACTED LANDS SHOWN HEREON FOR EASEMENTS, RIGHTS-OF-WAY OR ANY OTHER MATTER OF RECORD WHICH MIGHT AFFECT THE TITLE OR USE OF SAID LANDS.

CLIENT: FREEMAN  
JOB NUMBER: 12-20  
CADD DWG. FILE: 12-20

COMMENTS	FIELD	DATE	OFFICE	DATE
BOUNDARY SURVEY	A.H.	3/27/12	S.R.B.	4/2/12



**MUST BE AT LEAST 3 INCHES  
INSIDE PROPERTY LINE.  
MUST NOT BLOCK ACCESS  
TO UTILITY EASEMENT**

**IF WOOD, MUST BE  
TERMITE RESISTIVE  
OR PRESSURE TREATED.**

SCALE: 1"=40'

**CERTIFIED TO:**  
THOMAS FREEMAN  
NANCY L. FREEMAN

*Scott Bechir*  
SCOTT BECHIR, P.S.M.  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NUMBER 5807

**SCOTT'S SURVEYING SERVICES, INC.**

LB # 7442  
8 S. HWY. 17-92, SUITE 8-A  
DEBARY, FLORIDA  
PH. (386) 668-7332 FAX 668-7337

**SURVEYOR'S CERTIFICATE:**

THIS IS TO CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RECEIVED

APR 20 2012

CITY OF WINTER SPRINGS  
Permitting - Chrissy



**David Johnson, CFA**  
Property Appraiser, Seminole County, Florida

(<https://www.scpafl.org/>)

### Property Record Card

Printer Friendly

Tax Estimator

2018 Tax Bill

Comparable Sales

TRIM Notice

TRIM Help

#### Parcel Information

**Parcel** 13-21-30-5CX-0000-2190

Owner(s) FREEMAN, NANCY S - Tenancy by Entirety  
MCHALE, W JOHN - Tenancy by Entirety

**Property Address** 900 DYSON DR WINTER SPRINGS FL 32708

**Mailing** 900 DYSON DR  
WINTER SPGS, FL 32708-4518

**Subdivision Name** WINTER SPRINGS UNIT 3

**Tax District** W1-WINTER SPRINGS

**DOR Use Code** 01-SINGLE FAMILY

**Exemptions** 00-HOMESTEAD(2013)



Value Summary

Legal Description

Land

Building Information

Permits

Extra Features

Taxes

Sales

Zoning

9/26/2019

SCPA Parcel View: 13-21-30-5CX-0000-2190

### **Legal Description**

LOT 219

WINTER SPRINGS UNIT 3

PB 17 PG 89

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# **Exhibit 6**

Sketch of Location of Trees by  
City of Winter Springs



REVISIONS	DATE	BY
•		
•		
•		
•		

**EAGLE**  
DESIGN SERVICES

377 S.W. OAK TERRACE, LAKE MARY, FLORIDA 32746 • A07 908-8840

**THE FREEMAN RESIDENCE**  
**AUX. DWELLING UNIT**  
800 DYSON DRIVE, WINTER SPRINGS, FLORIDA 32708

### Landscape Table

	REDBAY HAWTHORN
	SAGO PALM
	LIVE OAK
	GROUND COVER
	ST. AUGUSTINE GRASS

### Curve Data Table

⊙	LENGTH = 38.27 RADIUS = 23.00' DELTA = 90°0'
⊙	LENGTH = 248.53 RADIUS = 830.00' DELTA = 17°13'

### Site Area Tabulation

TOTAL SITE S.F.:	60,838 S.F.
IMPERVIOUS S.F. (STRUCTURE):	5092 S.F.
% OF LOT:	8 %

### Legal Description

LOT 218, WINTER SPRINGS UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 261, PAGES 89 THROUGH 90 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

S.S. "HARRY" DEVAL  
LICENSED PROFESSIONAL  
ENGINEER  
634 BOULEVARD AVENUE,  
SUITE 1418  
ALTAIR@CS.SPRINGS.FL 32714  
(407) 227-1380  
PE 2018

### Site Plan Notes

This is not a survey. Eagle Design Services assumes no responsibility for its accuracy. The Owner and Contractor are jointly responsible for placing the building on the property.

Field Notes and location, if shown, are only suggested. Landscaping design by others.

Eagle Design Services assumes no responsibility for height, depth or location, depth, if shown, or plan, or location or cover requirements. Sulfite systems are to be designed and installed per local, or health requirements or as per governing codes.

drawn by	BA
checked by	JAM
DATE	11-15-2019
SCALE	AS NOTED
TITLE	18-1007

**THIS IS NOT  
A SURVEY**

DRAWING NO.  
**S1**

Site Plan  
1"=20'-0"

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF EAGLE DESIGN SERVICES, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EAGLE DESIGN SERVICES, INC. ANY UNAUTHORIZED USE OF THESE PLANS OR SPECIFICATIONS IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.



# **Exhibit 7**

## **Declaration of Restriction**

## DECLARATION OF RESTRICTIONS

**THIS DECLARATION OF RESTRICTIONS (“Declaration”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2020 , by Nancy S. Freeman and W. John McHale III, whose address is 900 Dyson Drive, Winter Springs, Florida, 32708 (“**Owner**”).

### WITNESSETH:

**WHEREAS**, Owner is the present owner of certain real property located in the City of Winter Springs, Florida, more particularly and legally described herein in Paragraph 2 (“**Property**”); and

**WHEREAS**, Owner and/or persons acting on behalf of Owner proposed to construct an accessory dwelling unit on the Property; and

**WHEREAS**, Section 6-85, Accessory Dwelling Units, Winter Springs Code of Ordinances, conditions the issuance of a building permit for construction of an accessory dwelling unit (hereinafter, “ADU”) as provided herein; and

**NOW THEREFORE**, Owner hereby declares that the Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants set forth herein as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby deemed true and correct and are hereby fully incorporated herein by this reference.
2. **The Property.** The real property subject to the terms of this Declaration is legally described as follows:

Lot 219, Winter Springs Unit 3, according to the plat thereof as recorded in Plat Book 17, Page 89-90 of the Official Records of Seminole County, Florida.
3. **Restrictive Covenants.** Owner hereby agrees that the Property shall be subject to and bound by the following restrictive covenants:
  - (a) The ADU shall not be sold or conveyed separate from the principal residence.
  - (b) The ADU is restricted to the size approved by the City.
  - (c) The use permit for the ADU shall be in effect only so long as either the principal residence or the ADU is occupied by the owner of record as their principal residence.
  - (d) The ADU shall not be used for commercial purposes other than being leased for residential purposes.

4. **Third Party Beneficiary.** Owner hereby acknowledges and agrees that the City Commission of the City of Winter Springs has imposed certain conditions upon its approval of the ADU, and that Owner has voluntarily entered into this Declaration to memorialize the conditions of approval as covenants running with the land. Further, Owner hereby designates the City of Winter Springs as a third party beneficiary to this Declaration and as such, the City shall have the right to enforce the provisions of this Declaration in the event the Owner, or any assignee or successor in interest of Owner, fails to adequately maintain the restrictive covenants set forth herein to the satisfaction of the City.
5. **Termination: Amendment.** Owner agrees that this Declaration shall not be terminated or amended without the express written consent of the City Commission of the City of Winter Springs, except that this Declaration shall automatically lapse upon removal of the ADU. Said termination or amendment shall be in recordable form and recorded in the same manner as provided in Section 8 herein.
6. **Declaration Runs with the Land.** This Declaration shall be a covenant that runs with the land and shall bind and inure to the benefit of heirs, personal representatives, successors and assigns of each present and future owner of the real property described herein.
7. **Noncompliance with Declaration.** Failure to comply with this Declaration may be cause for code enforcement and/or revocation of the conditional use permit.
8. **Recordation.** Owner shall record this instrument in a timely fashion in the Official Records of Seminole County, Florida, and may re-record it at any time as may be required to preserve the restrictive covenants contained herein.

(Signature Page Follows)

Prepared by and return to:  
City of Winter Springs  
1126 E. SR 434  
Winter Springs, Florida 32708

**DONE AND EXECUTED** on the date first written above.

**OWNER:**

\_\_\_\_\_  
Nancy S. Freeman

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ Day of \_\_\_\_\_, 2020, by Nancy S. Freeman, an individual [ ] who is/are personally known to me, or [ ] who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires:

**OWNER:**

\_\_\_\_\_  
W. John McHale III

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ Day of \_\_\_\_\_, 2020, by W. John McHale III, an individual [ ] who is/are personally known to me, or [ ] who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires:

# **Exhibit 8**

Public Input

To: Planning and Zoning members and City Commissioners,

My Name Is Bob Ruebusch and Phyllis Ruebusch is my wife. We live at 930 Dyson Drive and have lived here since 1992. In 2000 we renovated our house at a significant cost and are proud of our home and love our neighborhood. When we renovated and added on we adhered to all the codes and covenants and asked for no special treatment. We chose to live on Dyson Drive in Winter Springs for good reason; the huge lots, well-kept, uniquely styled homes, and natural beauty. It was open, lush, we could breathe, and it was only minutes from most services needed. It's been a great home for 28 years.

Our lot is about 1.75 acres a natural habitat for wildlife to enjoy. It offers privacy, peace and quiet. We have plenty of space for our grandchildren to come and play and to have friends over to just enjoy the space without being confined.

What I'm describing are the unique characteristics of Winter Springs Unit 3 and what makes it so exclusive. One can find new subs where the ground was scraped bare, and then houses built practically on top of each other, but I've yet to find another treasure like our neighborhood. Is it any surprise that our home values continue to rise despite an abundance of new home inventory for sale?

We know about ADUs firsthand because we planned one for Phyllis' sister who is now 86, but before we decided to act we evaluated the benefits vs the downsides and decided against it. Our plan was to construct it according to the codes and covenants, one driveway and within the allowable square footage. One downside is "what do you do when the person you build it for passes away?". Maybe rent is the financially good thing to do rather than have an empty building, but this is not what our neighborhood is. We believe that in-law accommodations should be provided for within the building code – no doubt.

So, each time approval is given for an ADU with significant variances, it's an attack on those unique characteristics, that exclusivity and the home values we enjoy. Having been a Certified General Contractor for over 30 years and Phyllis a Real Estate Agent for the same we have seen the impact of variances first hand.

Buyers, and existing homeowners, want to be confident when they buy in a single-family development that it will remain single family, and true to character, so they don't have to worry about what might be built next door.

There's an adage, "You don't buy the house, you buy the neighborhood." If this project is permitted, then no one can predict the future of this neighborhood because anything could be built anywhere! We like ADUs, but we also like following rules, and based on that view, the 900 Dyson proposal of adding a second driveway and garage and a footprint that exceeds the allowable square foot requirement does not work in our neighborhood.

We wish the applicants well in solving their problem but ask the planning and zoning board to decide in all our best interests. Specifically, we don't like that it's detached and calls for a second driveway and we wonder what the intended use of this second residence will be over time – rental, subdivided and sold? It doesn't comply with Chapter Six, section 6-85 in any way, and what about compliance with current zoning?

Therefore, we respectfully request that you deny approval for this proposal in its current form.

Thank you for your attention to our concerns.

**Robert & Phyllis Ruebusch**

**930 Dyson Drive Winter Springs FL**

## Marla Molina

---

**From:** Spenser Kisby <skisby@cfl.rr.com>  
**Sent:** Wednesday, January 29, 2020 7:53 AM  
**To:** Ted Johnson; Marla Molina  
**Cc:** kmccann@winterspringsfl.org; kmah@winterspringsfl.org;  
mferrante@winterspringsfl.org; bphillips@winterspringsfl.org;  
jevans@winterspringsfl.org  
**Subject:** 900 Dyson Drive ADU Proposal

### **EXTERNAL EMAIL:**

[**Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.**]

Dear Sir or Madam,

We chose to live on Dyson Drive in Winter Springs for good reason; the huge lots, well-kept, uniquely styled homes, and natural beauty. It was open, lush, we could breathe, and it was only minutes from most services needed. It's been a great home for 23 years.

Our lot is 1.67 acres and about 60% woods – a natural habitat for wildlife to enjoy too. It offers privacy, peace and quiet, and it's a great buffer against high winds – hurricanes. We're surrounded by trees, but no wind-driven debris has ever hit the house, pool screen, or damaged the roof, despite intense storms over the years. We love our wooded paradise!

What I'm describing are the unique characteristics of Winter Springs Unit 3 and what makes it so exclusive. One can find new subs where the ground was scraped bare, and then houses built practically on top of each other, but I've yet to find another treasure like our neighborhood. Is it any surprise that our home values continue to rise despite an abundance of new home inventory for sale? A quick Google search showed 199 nearby communities with homes priced in the \$250,000 range to over \$1,000,000: See at this link: <https://www.newhomesource.com/communities/fl/orlando-area/seminole-county>

We know about ADUs firsthand because we planned one for our mom/mom-in-law, but before we could act, the need went away. We believe that in-law accommodations should be provided for within the building code – no doubt.

Even so, each time approval is given for an ADU with significant variances, it's an attack on those unique characteristics, that exclusivity and the home values we enjoy. In our opinion, other additions to existing homes can have the same negative effect, particularly if they have a commercial look to them, rather than residential, and bear little resemblance to the existing primary residence.

Buyers, and existing homeowners, want to be confident when they buy in a single-family development that it will remain single family, and true to character, so they don't have to worry about what might be built next door.

There's an adage, "You don't buy the house, you buy the neighborhood." If this project is permitted, then no one can predict the future of this neighborhood because anything could be built anywhere! Who would buy under those uncertain conditions? We like ADUs, but we also like following rules, and based on that view, the 900 Dyson proposal has little merit.

We wish the applicants well in solving their problem but ask the planning and zoning board to decide in all our best interests. Specifically, we don't like that it's detached and calls for a second driveway and we wonder what the intended use of this second residence will be over time – rental, subdivided and sold? It doesn't comply with Chapter Six, section 6-85 in any way, and what about compliance with current zoning?

Therefore, we respectfully request that you deny approval for this proposal in its current form.

Thank you for your attention to our concerns.

Spenser & Cynthia Kisby  
855 Dyson Drive  
Winter Springs, Florida 32708



## Marla Molina

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**From:** Peter Brennan <pbrennan53@gmail.com>  
**Sent:** Tuesday, January 28, 2020 3:28 PM  
**To:** Ted Johnson; Marla Molina  
**Cc:** skisby@cfl.rr.com; kmccann@winterspringsfl.org; kmah@winterspringsfl.org; mferrante@winterspringsfl.org; bphillips@winterspringsfl.org; jevans@winterspringsfl.org; Cathy Brennan  
**Subject:** Conditional use permit 900 Dyson Dr., Feb. 5, 2020 Plannings and Zoning Board Agenda

### **EXTERNAL EMAIL:**

[**Caution:** Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

Good afternoon.

My name is Peter J. Brennan. My wife Catherine and I have owned our home at 601 S. Pinto Ct., Winter Springs, FL for 30 years this month. A long standing Wednesday evening commitment conflicts with the meeting on February 5 so I am sending this email to go on the record.

We moved to Tuskawilla Estates because we loved the large lots, unique individual home designs, the, then developing, local amenities and the planned school expansions. Our property and all the properties in the community are zoned for single family residential homes. For the most part those homes have been well maintained and have supported the privacy and life style we enjoyed as we raised our family. Now we have come to the stage in life where the grand kids like to come over in run in a big yard.

My understanding of the proposed variance at 900 Dyson Drive is that a second complete, if smaller, dwelling unit is proposed on this property with its own driveway on to Morgan St.

I don't know why the property owners want to build such a structure. It could be for family members or it could be for an income producing Airbnb type short term rental or it could be for future subdivision and resale. Regardless of their plans and intentions, future owners may not share them and could implement any use for the structure.

If the owner's are building the property for elderly family or some such use I find the intention laudable but not at the expense of the property values and use and enjoyment of other property owners in the community. The lot in question is large enough to add on to the existing structure for a family apartment if that is the reason for the variance.

Granting this variance, despite avoiding various Code requirements, sets a bad precedent in this community. Our lot is 2.2 acres and the rear boundary is S. Citrus Ave. There is plenty of room in my back yard to build an entire house. What's to keep me or a future owner from making a variance request if separate dwelling units are permitted on existing properties by this variance? Before we lived in Tuskawilla I used to drive out here to get meat at Hi Flavor Meats, it was where the new Pulte Subdivision is being constructed on Tuscawilla Rd., and was a long way on two lane roads from my then home in Orlando. I remember driving into the development and checking out the developer's advertising as homes were being built. There were to be bridle trails, boat docks, community pools, etc. etc. Well, some of that never happened but it Tuskawilla was

marketed as "The Last of the Great Splendors" I don't know if it ever lived up to that billing but it was and is a very nice, clean, SINGLE FAMILY neighborhood and we want to keep it that way.

I ask that you deny the requested variance.

Peter J. Brennan

## John W. Cooper

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**From:** lnadrowski@cfl.rr.com  
**Sent:** Tuesday, January 7, 2020 1:45 PM  
**To:** John Cooper  
**Subject:** RE: Freeman requested variance on Dyson drive

### EXTERNAL EMAIL:

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

John

Thank you for your help and information  
Could you provide me with the link to the ordinance of what is allowed for my future reference?  
Thanks again

Larry Nadrowski

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**From:** John Cooper <jcooper@winterspringsfl.org>  
**Sent:** Tuesday, January 7, 2020 11:41 AM  
**To:** 'lnadrowski@cfl.rr.com' <lnadrowski@cfl.rr.com>  
**Subject:** FW: Freeman requested variance on Dyson drive

Mr. Nadrowski,

As discussed, I have attached the application for the variance for 900 Dyson Drive.

Please note that this item is not on the agenda for January 8 and is pending for February 5ths hearing.

Thanks,

John



### John Cooper

City Planner

**P:** (407)327-5977 **F:**

**A:** Winter Springs, Florida 32708



**From:** <lnadrowski@cfl.rr.com>  
**Sent:** Monday, January 6, 2020 4:02 PM

To: Marla Molina <[mmolina@winterspringsfl.org](mailto:mmolina@winterspringsfl.org)>

Cc: 'Connie Greenspon Nadrowski, CFP' <[connie@finfreedom.com](mailto:connie@finfreedom.com)>; 'Spenser Kisby' <[skisby@cfl.rr.com](mailto:skisby@cfl.rr.com)>; 'Cynthia kisby' <[cynthiakisby@gmail.com](mailto:cynthiakisby@gmail.com)>

Subject: Freeman requested variance on Dyson drive

**EXTERNAL EMAIL:**

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

Marla

We are in receipt of your notice regarding the freeman requested variance – see attached PDF file

I have also see a blank copy of the following form for conditional use

[https://www.winterspringsfl.org/sites/default/files/fileattachments/community\\_development/page/2711/20191001\\_application\\_-\\_conditional\\_use\\_adu.pdf](https://www.winterspringsfl.org/sites/default/files/fileattachments/community_development/page/2711/20191001_application_-_conditional_use_adu.pdf)

Please send a copy of the completed application for conditional use for the freeman requested variance to this email

[lnadrowski@cfl.rr.com](mailto:lnadrowski@cfl.rr.com)

Thank you

Lawrence J Nadrowski  
915 Dyson Drive  
Winter Springs Fl 32708  
407 310 7315

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Confidentiality Note: This e-mail, and any attachment to it, contains information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you.

## Marla Molina

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**From:** Spenser Kisby <skisby@cfl.rr.com>  
**Sent:** Tuesday, January 7, 2020 4:50 PM  
**To:** Marla Molina  
**Subject:** Request for Variance 900 Dyson Drive

**EXTERNAL EMAIL:**

[**Caution:** Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

Dear Ms. Molina,

I have received the notice sent re: a request to consider a Conditional Use Permit and Variances for an Accessory Dwelling Unit located at 900 Dyson drive, Winter springs, Florida, 32708, Parcel ID # 13-21-30-5CX-0000-2190.

There was no indication in your notice of the nature of the variances being requested, and that's what I want. Can you please send any forms submitted or any other information you have that will help me understand the Freeman request and variances.

I am a 23 year resident at 855 Dyson drive, just down the street from the proposed project, and I want to be totally informed about what's going on there, in an effort to try and evaluate how it might affect my affairs and interests in this neighborhood going forward.

Thank you for your attention to my request.

Best regards,

Spenser Kisby  
855 Dyson Drive, Winter Springs, Florida 32708  
Mobile: 407-461-9112

## Marla Molina

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**From:** Jason & Danielle Young <djnoles92@yahoo.com>  
**Sent:** Monday, December 30, 2019 10:26 AM  
**To:** Marla Molina  
**Subject:** [BULK] Letter re: 900 Dyson Drive

**Importance:** Low

### **EXTERNAL EMAIL:**

**[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]**

Good morning,

Last week I received a letter from you regarding a resident near my home that wants to build an "accessory dwelling". I was hoping you could tell me what the dwelling is and where on their property they are wanting to build it.

Thank you,

Danielle Young  
614 Morgan Street



**PUBLIC HEARINGS AGENDA ITEM 401**  
 PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY  
 WEDNESDAY, FEBRUARY 5, 2020 | REGULAR MEETING

**TITLE**

Wendy’s Fast Food Restaurant - Final Engineering Review and Aesthetic Review

**SUMMARY**

The Community Development Department requests that the Planning and Zoning Board/Local Planning Agency hold a Public Hearing to consider Aesthetic Review, Final Engineering Plans, multiple Waiver requests, and the Development Agreement for a 2,183 square foot (SF) Wendy’s Fast Food Restaurant, a permitted use within the Town Center.

<b>General Information</b>				
Applicant	Infinity Engineering Group, LLC			
Property Owner(s)	JDBS Winter Springs, LLC (JDBS)			
Location	1218 E. State Road 434 Winter Springs, FL 32708			
Tract Size	±.59 Acres			
Parcel ID Number	06-21-31-507-0000-0020			
Zoning Designation	Town Center (T-C)   T5 Transect   Urban Center Zone			
FLUM Designation	Town Center District			
Adjacent Land Use	North: Town Center District East: Town Center District	South: Town Center District West: Town Center District		
Principle building setbacks (from property line)	Front/principle plane: 0 ft.-8 ft. max (from front property line)	Rear: 3 ft. (from rear property line)	Side: 0 ft. min, 24 ft. max. (from side property line)	Frontage buildout: 80% min. (at front setback)
Development Standards	Lot Width: 18 ft. min., 180 ft. max.	Lot Depth: 30 ft. min., 160 ft. max.	Lot Coverage: 100% max.	

Development Permits	Not applicable   Vacant
Development Agreement	Development Agreement   Pending
Code Enforcement	Not applicable
City Liens	Not applicable

**Aesthetic Review Plans:**

Pursuant to Section 9-603, which sets forth guidelines and minimum standards for Aesthetic Review packages, staff has utilized the below criteria in Section 9-603 to determine the following. The attached Aesthetic Review package includes all of the submittal requirements for aesthetic review as set forth in Section 9-600 through 9-607 and include the following: (a) a site plan; (b) elevations illustration all sides of structures facing public streets or spaces; (c) illustrations of all walls, fences, and other accessory structures and the indication of height and their associated materials; (d) elevation of proposed exterior permanent signs or other constructed elements other than habitable space, if any; (e) illustrations of materials, texture, and colors to be used on all buildings, accessory structures, exterior signs; and (f) other architectural and engineering data as may be required. The procedures for review and approval are set forth in Section 9-603.



## Aesthetic Review

1.	<p>The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.</p> <p>The proposed project consists of one two-story restaurant building (faux second-story) that provides a drive-thru lane and service window. The building has a tan, sand finish stucco façade, as well as cedar wood composite siding on covered patio the sides of the building. The building utilizes a neutral color scheme and various yet highly compatible materials. The neutral color scheme, chosen materials, and proposed landscaping make the design harmonious with the surrounding Town Center developments.</p>
2.	<p>The plans for the proposed project are in harmony with any future development which has been formally approved by the City within the surrounding area.</p> <p>The proposed project is designed to significantly contribute to the architectural styles that are in line with previously approved and future commercial developments within the Winter Springs Town Center. The proposed building represents a positive addition to the City of Winter Springs, and is a high-quality, unique design that is harmonious with its surroundings and will add value to the proposed location.</p>
3.	<p>The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:</p> <ul style="list-style-type: none"><li data-bbox="344 1583 743 1612"><b>a.</b> Front or side elevations;</li><li data-bbox="344 1667 1448 1738"><b>b.</b> Size and arrangement of elevation facing the street, including reverse arrangement; or</li></ul>

	<p><b>c.</b> Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.</p> <p>The front of the building which faces SR 434, features the “Wendy’s” trademark logo in a graphic format affixed to the faux second-story, including a covered outdoor patio and seating area which leads to an entrance/exit to the building, the design features pre-finished decorative metals and cedar wood composite siding on covered patio the sides of the building. The front also showcases glass windows from the ground floor to the top of the roof line. The building incorporates a tan sand finish stucco façade.</p> <p>The east side of the building, which will face Eagle Edge Lane, features the drive-thru area, which is screened by a six foot (6) landscape buffer. This side of the building features, the Wendy’s trademark logo in white, a view of the outdoor patio, a strip of glass windows from the ground to the top of the building, and stucco decorated textured walls with earth tone colors.</p> <p>The rear of the building, which will face Sea Hawk Cove, features a “Wendy’s” sign in text, and another “Drive-Thru” directional sign, menu and intercom system for ordering food. A parking lot drive-thru lane encompasses the north, east and south sides of the building.</p> <p>The west (vacant) side of the building features a parking lot, the drive-thru pickup windows, the Wendy’s trademark logo in white text, a view of the outdoor patio, lighting features, stucco decorated walls with texture and earth tone colors. The features listed above are compatible with existing buildings within 500 ft. of the proposed fast food restaurant.</p>
4.	<p>The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.</p> <p>The proposed project enhances the character and overall aesthetics of the surrounding area. The design incorporates architectural features that are both modern and more traditional to serve as a transition between the Blake and the Town Center shopping. The City of Winter Springs is comprised of diverse architectural styles.</p>

5.	<p>The proposed project is consistent and compatible with the intent and purpose of this article, the Comprehensive Plan for Winter Springs, design criteria adopted by the city (e.g. Town Center guidelines, SR 434 design specifications) and other applicable federal, state or local laws.</p> <p>The proposed building is designed to contribute to the quality architectural styles that are typical of the surrounding area. This project represents enhanced landscaping, security guard rails, expression line to delineate the division between the first story the faux second story reinforced concrete and reinforced concrete with stucco for consistently and compatibly within Town Center.</p>
6.	<p>The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, marble, termite-resistant wood, wrought iron, brick, columns and piers, porches, arches, fountains, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.</p> <p>The proposed project is designed to contribute significantly to the quality architectural styles that are typical of the Winter Springs Town Center and the surrounding area. The proposed building represents a positive addition to the City of Winter Springs, and is a high-quality, unique design that is harmonious with its surroundings and will add value to the proposed location.</p>

**Waiver Requirement**

Section 20-34. – Waivers.

- (a) Any real property owner may file a waiver application requesting a waiver for their real property from any term and condition of this chapter (except from the list of permitted, conditional and prohibited uses set forth in any zoning district category).
- (b) The Planning and Zoning Board shall be required to review all waiver applications and make a written recommendation to the City Commission. Such recommendation shall include the reasons for the Board’s recommendation and show the board has considered the applicable waiver criteria set forth in this section.
- (c) Upon receipt of the Planning and Zoning Board’s recommendation, the City Commission shall make a final decision on the application. If the City Commission determines that the Planning and Zoning Board has not made a recommendation on an application within a reasonable period of time, the City Commission may, at its discretion, consider an application without the Planning and Zoning Board's recommendation.
- (d) All waiver recommendations and final decisions shall comply with the following criteria:

**Waiver criteria set forth in Subsection 20-34(d) are as follows:**

1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan.
3.	The proposed development plan will significantly enhance the real property.
4.	The proposed development plan serves the public health, safety, and welfare.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood.
8.	Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code.

The applicant requests that the Planning and Zoning Board consider the nine (9) waiver requests below:

**Waivers Request/Justification**

1.	<p>The applicant requests a waiver to increase the front setback from S.R. 434, maximum to approximately ±54.6 feet, in lieu of a maximum of 8 feet.</p> <p><u>Justification:</u></p> <p>This waiver necessary based on the inclusion of a number of enhancements in front of the building, including an outdoor patio dining area, landscaping, and an access lane that functions as a frontage road for Wendy's and the adjacent commercial lot to the east. Imposing the 8' maximum setback would create an illogical or unreasonable result because the feature corner building could not otherwise be achieved.</p> <p>This waiver request is necessary to allow for the construction of the building on that corner without compromising the drive thru lane and pedestrian safety.</p>
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	<p><u>City Code:</u>  Sec. 20-325. - Transect standards.  T5 (Urban Center Zone)  Principle building setbacks (from property line)  Front/principle plane- 0 ft.—8 ft. max (from front property line)</p>
2.	<p>The applicant requests a waiver from the required minimum of zero (0)-foot and maximum of twenty-four-foot (24)-foot maximum side principle plane setback for the building with a side principle plane setback of ±91.44 feet from the western property line.</p> <p><u>Justification:</u>  This waiver request is due lot size, location, and intended use of proposed structure need for on-site parking and pedestrian connections.</p> <p><u>City Code:</u>  Sec. 20-325. - Transect standards. Lot Design Guidelines Table.  T5 (Urban Center Zone)  Principle building setbacks (from property line)  Side - 0 ft. min, 24 ft. max. (from side property line)</p>
3.	<p>The applicant requests a waiver to reduce the 80% frontage buildout at the front setback required in the T5 transect to approximately ±25 percent frontage.</p> <p><u>Justification:</u>  This Waiver request is necessary that it would be highly impractical for a small stand-alone fast food restaurant building on a ±.59-acre lot to achieve an 80% frontage buildout at the front setback, while still providing adequate parking, access, landscaping, and pedestrian facilities. To offset the frontage buildout reduction, the site includes enhanced landscaping, and a 6-foot wide sidewalk along the S.R. 434 frontage.</p> <p><u>City Code:</u>  Sec. 20-325. - Transect standards. Lot Design Guidelines Table.  T5 (Urban Center Zone)  Frontage buildout - 80% min. (at front setback)</p>
4.	<p>The applicant requests a waiver to locate the drive-thru service window on the west side of the building rather than the rear of the building.</p> <p><u>Justification:</u>  Since the drive-thru lane is not to the rear of the building and will be visible from S.R. 434, intensified landscaping shall be provided between the drive-thru lane, which effectively blocks the view of vehicles in the drive-thru lane from the surrounding streets and sidewalks. Adjacent parking is proposed along the area adjacent to the two (2) drive-thru windows.</p>

	<p><u>City Code:</u> Sec. 20-324. - General provisions.</p> <p>6. Drive-throughs. Drive-through service windows are only permitted in the rear in and alley accessed locations provided they do not substantially disrupt pedestrian activity or surrounding uses.</p>
5.	<p>The applicant requests a waiver to allow 10 parking spaces between landscaping islands in lieu of requiring landscaping islands every six (6) parking spaces.</p> <p><u>Justification:</u> This waiver request is due small lot size and the need for adequate parking on site.</p> <p><u>City Code:</u> Sec. 20-324. - General provisions. 8. f. Parking lot landscaping requirements.</p>
6.	<p>The applicant requests a Waiver to reduce the off-street parking lot setback from S.R. 434 from a required minimum setback of 50-feet to approximately 40-feet.</p> <p><u>Justification:</u> Based on the relatively small sized lot and location of the off-street parking, plus the inclusion of landscaping along the S.R. 434 frontage, it is impossible to meet the minimum setback and to provide adequate screening of the off-street parking lot and provide key pedestrian connections.</p> <p><u>City Code:</u> Sec. 20-324. - General provisions. 8c. Off-street surface parking lot placement. Off-street surface parking lots shall be set back a minimum of fifty (50) feet from the property line along the main street to accommodate liner buildings.</p>
7.	<p>The applicant requests a waiver for Commercial Area: (A) 6' sidewalk in lieu of a 12' sidewalk and (B) Greenspace to maintain 12' planting area (green space) in lieu of 15' greenspace.</p> <p><u>Justification:</u> There is not enough room on the site and adjacent to the right-of-way to construct a side walk larger than 6' wide. The design is in harmony with current and proposed developments located on S.R. 434.</p> <p><u>City Code:</u> Sec. 20-325 Transect T5 (Urban Center Zone) (c) <i>Thoroughfare standards.</i> (3) SR 434 Street Edge</p>

8.	<p>The applicant requests a waiver for Commercial Area: (A) To not provide a sidewalk along Sea Hawk Cove in lieu of a 6' sidewalk, (B) Not to provide 6' optional greenspace, and to not include on-street parallel parking on Sea Hawk Cove.</p> <p><u>Justification</u>  There are storm inlets, above ground meters, and a required dumpster enclosure on the site. There is insufficient space on the site to construct a 6 ft. wide sidewalk and the current thoroughfare (Sea Hawk Cove) is privately owned. The greenspace is not required, it is optional.</p> <p><u>City Code</u>  Sec. 20-325 Transect T5 (Urban Center Zone)  (c) Thoroughfare standards.  (4) Town Center Street</p>
9.	<p>The applicant requests a waiver to include a permanent menu board sign and internal lighting. At this time, only temporary menu board signs are permitted subject to the restrictions and uniform design standards set forth in this Town Center Code. The Town Center Code requires that signs shall be externally lit. The menu board sign requires internal lighting.</p> <p><u>Justification</u>  A waiver is required to construct a menu sign and internal lighting for the operation of the Wendy's Fast Food Restaurant.</p> <p><u>City Code</u>  Sec. 20-325 Transect T5 (Urban Center Zone)  Sec. 20-327.1. - Signs. (a)</p>

In evaluation of the above eight (8) proposed waiver requests, the applicant has satisfied the eight (8) specific criteria as required. The setbacks, frontage buildout, and signage waivers are consistent with the surrounding developments and will be compatible and harmonious with the surrounding area. The proposed development plan is otherwise in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan.

**Applicable Law, Public Policy, and Events:**

- Home Rule Powers
- Winter Springs Code of Ordinances
- Town Center District Code
- City of Winter Springs Comprehensive Plan

### **Background Data**

JDBS Winter Springs, LLC (The Ocean Bleu Group) is proposing to construct a Wendy's Fast Food Restaurant in the Winter Springs Town Center. The proposed 2,183 SF one two-story (faux second-story) building is located on a ±.59-acre parcel on the north side of S.R. 434, east of Tuskawilla Road, west of Michael Blake Boulevard, and directly in front of The Blake Apartments.

The Wendy's Fast Food Restaurant includes; a drive-thru pickup window, 28 indoor and 20 outdoor seating areas, on-site and on-street parking, bicycle parking, pedestrian access, enhanced landscaping, 6-ft. wide sidewalks, and a decorative aesthetic design package to both the building and surrounding site improvements.

### **Final Engineering Plans Criteria, Sec. 20-33.1:**

(a) Site and final engineering plans and the subdivision of land shall also be subject to the technical requirements set forth in Chapter 9 of the City Code. It is the intent of this section to apply to applications for site and final engineering plans and to any subdivision of land requiring a plat, if applicable, and does not include review and approval of a lot split application.

Please see discussion below regarding technical requirements of Chapter 9. The Final Engineering Plans have been reviewed by the City's contract engineer, concluding that the Plans satisfy the technical requirements provided the conditions of approval set forth below are met.

(b) Except in situations involving one (1) single-family home, the planning and zoning board shall be required to review all site and final engineering plan and subdivision of land applications and make a written recommendation to the city commission. Such recommendation shall include the reasons for the board's recommendation and show the board has considered the applicable criteria set forth in this section.

(c) Upon receipt of the planning and zoning board's recommendation, the city commission shall make a final decision on the application. If the city commission determines that the planning and zoning board has not made a recommendation on an application within a reasonable period of time, the city commission may, at its discretion, consider an application without the planning and zoning board's recommendation.



(d) Except in situations involving one (1) single-family home, all site and final engineering plan and subdivision recommendations and final decisions shall be based on whether the site and final engineering plan and subdivision of land complies with all the technical requirements set forth in chapter 9 of the City Code and the following criteria to the extent applicable:

(1) Whether the applicant has demonstrated the site and final engineering plan and subdivision of land, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.

The proposed scale and intensity of the structure as depicted in the Final Engineering Plans requires waivers as listed above in the Staff Report, in order to be consistent with previously approved developments along the SR 434. The proposed daily hours of operation are as follows; the drive-thru will be open from 6:30 a.m. until 2:00 a.m. and the dining room will be open from 9:00 a.m. until 10:00 p.m. Impacts related to noise, refuse, odor, particulates, smoke, fumes and other emissions are anticipated to be negligible given the nature of the project. Parking and transportation are addressed thoroughly below. A fast food restaurant is a permitted use within the Town Center, T5 Transect. The development is compatible and harmonious with adjacent land uses and will not adversely impact land use activities in the immediate vicinity.

(2) Whether the applicant has demonstrated the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the site and final engineering plan requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

The size and shape of the site, the proposed access and internal circulation, and the design enhancements are adequate to accommodate the proposed development. The development will be accessed from Sea Hawk Cove. The single access has been reviewed by Seminole County Fire and has been approved. The existing and future Town Center street network provides multiple options for residents to reach their desired destinations. The internal circulation plan consists of public streets and a private road for access to the fast food restaurant. The on-site improvements include landscaping buffers, landscape screening for the trash receptacle, bicycle parking, and pedestrian paths to mitigate against potential adverse impacts of the proposed use.

(3) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.

The fast food restaurant is a permitted use in the T5 Transect of the Town Center and is not expected to have an adverse impact on the local economy. The proposed use is and expected to generate 30 to 35 new direct jobs, within the fast food restaurant, and 30 to 35 indirect jobs, such as landscapers, construction workers, etc., during the construction of the building. The restaurant will also provide ad valorem taxes to the City of Winter Springs.

(4) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.

The applicant contracted with ECS Capital Services, PLLC and the report did not identify adverse impacts on the natural environment, as the site is vacant, graded and currently maintained.

(5) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on historic, scenic, and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

It is not anticipated that the Final Engineering Plans will have an adverse impact on any historic or cultural resources, including views and vistas.

(6) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.

See below for discussion regarding impact on public services.

(7) Whether the site and final engineering plan and subdivision of land, and related traffic report and plan provided by the applicant, details safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the immediate neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.

See below for discussion regarding impact on regarding traffic circulation.

(8) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.

The proposed development is not anticipated to have an adverse impact on housing and social conditions, as the proposed use is a fast food restaurant.

(9) Whether the proposed site and final engineering plan and subdivision of land avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.

It is not anticipated that the proposed commercial development will emit odors, glares, or vibrations that will adversely impact adjacent property. They have provided an adequate refuse enclosure.

(10) Whether the applicant has provided an acceptable security plan for the proposed establishment to be located on the site and final engineering plan and subdivision of land that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood, if applicable.

The ground-floor along the building frontage includes a semi-transparent storefront with windows covering no less than fifty (50) percent of the wall area. The fast food restaurant faces SR 434, which includes doors or entrances with public access for the safety and security needs of the establishment, its users, and employees to minimize potential security impacts.

(11) Whether the applicant has provided on the site and final engineering plan and subdivision of land an acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than twenty thousand (20,000) square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood, if applicable.

Not applicable.

(12) Whether the applicant has demonstrated that the site and final engineering plan and subdivision of land have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

The Final Engineering Plans, in conjunction with the Development Agreement, address adverse impacts. Primarily, the Development Agreement and Plans include enhanced tree landscaping along SR 434 to and ensure the passage of open space to the City.

(13) Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code.

The binding Development Agreement is attached hereto as an Exhibit.

### **Stormwater**

The site's stormwater is master planned into The Blake Apartments master stormwater pond, which is located east of the Cross Seminole Trail. The pond is complete and it complies with the applicable St. Johns River Water Management District and the City of Winter Springs permit requirements.

### **Water and Sewer**

Wendy's will connect to City of Winter Springs water and sewer facilities along Sea Hawk Cove.

### **Transportation/Traffic Analysis**

Wendy's Fast Food Restaurant will be accessed to and from the site from a driveway connection located on Sea Hawk Cove. Sea Hawk Cove is accessible from Michael Blake Boulevard and Eagle Edge Lane.

Traffic Planning and Design, Inc. prepared a Traffic Impact Analysis for the subject property. The trip generation of the proposed development was calculated with the use of trip generation rates obtained from the 10th Edition of the ITE Trip Generation Manual. The proposed development is projected to generate 158 new net daily trips, of which 87 will occur in the A.M. peak hour and 71 will occur in the P.M. peak hour. Adequate Level of Service (LOS) at all roadway segments will continue at all segments. Intersections to continue to operate at acceptable LOS.

The results of the intersection capacity analysis indicate that the all study intersections operate at satisfactory overall Levels of Service except for southbound approach at the intersection of SR 434 and Tuskawilla Road. Michael Blake Boulevard will increase LOS with signalization.

The proposed Wendy's is 2,183 square feet which is consistent with the trip generation calculations presented in the traffic analysis and therefore the results of the traffic analysis remain consistent with the proposed development. The proposed projected traffic is consistent and comparable with the approved Starbucks development located east of the subject property.

### **Parking**

A parking lot is located on the west side of the building. Developments within the Town Center do not have a specific parking ratio requirement. However, this development had been designed to meet the City's parking Code outside of the Town Center which is 1.0 spaces per 100 SF, Land Development Code Section 9-277(26). In addition, a drive-thru lane encompasses the north, east and south sides of the building, and site has seventeen (17) on-site, five (5) on-street parking spaces, and two (2) handicap spaces, for a total of 24 parking spaces.

**Fiscal Impact:**

Development of the subject property as a Wendy's Fast Food Restaurant is anticipated to provide an increase to the City's taxable value, as well as provide a catalyst for future commercial development in the surrounding area.

Impact Fees/Unit > Based on total SF (square footage), GFA (gross floor area) unless noted otherwise – Non-Residential.

Wendy's ~2,183 SF (Fast Food Restaurant w/ Drive-thru) Commercial

Transportation/Road: \$ 19,216.00/1,000 SF GFA = \$ 41,948.53

Fire: \$ 320.00/1,000 net SF = \$ 698.56

Police: \$ 0.156 per SF = \$ 340.55

Parks & Recreation: N/A

City Impact Fees (Wendy's) Total = \$ 42,987.64

**Reports**

The Final Engineering submittal is required to include the following reports or updates of previously prepared reports for the same property.

<b>Reports</b>	
March 2019	Traffic Impact Analysis
April 23, 2019	Phase I Environmental Site Assessment
March 7, 2019	Parking Analysis
September 2019	Tree Affidavit
September 2019	Economic Impact
September 2019	Parking Study
September 2019	Water Management Permit Submittal
2019	Piping Sizing Calculations

<b>Procedural History:</b>	
March 8, 2019	Combined Preliminary/Final Site Plan   Application Submittal   Under Review
April 23, 2019	Phase I Environmental Site Assessment
May 7, 2019	Aesthetic Review Application
September 16, 2019	Waiver Application
December 12, 2019	Waiver Application - Revised
December 17, 2019	Community Workshop Meeting
January 8, 2020	Planning & Zoning Board/Local Planning Agency   Continued

**Final Development Plan Approval:**

The City Commission may approve Final Engineering Plans separately and prior to approval of the final plat as provided in Section 9-74 of the City Code.

**Recommendation:**

Staff recommends that the Planning and Zoning Board/Local Planning Agency forward a recommendation of approval to the City Commission for the Aesthetic Review, Final Engineering Plans, multiple Waivers from the Town Center Code, and the Development Agreement for a 2,183 SF Wendy's Fast Food Restaurant.

# **Exhibit 1**

## Vicinity Map



# Project Site

1218 E. SR 434, Winter Springs, FL 32708

Parcel ID 06-21-31-507-0000-0020



# **Exhibit 2**

## **Aesthetic Review Plans**



**Purdy + Muroff** Architecture, Inc.

1711 North Hills Avenue, Tampa, Florida 33607, Ph: 813-953-0055 Fax: 813-953-4350 Web Site: [www.purdymuroff.com](http://www.purdymuroff.com)



Purdy + Muroff Architecture, Inc.

1711 North Hills Avenue, Tampa, Florida 33607, Ph 813/333-0633 Fax 813/333-4136 Web Site: www.purdyandmuroff.com

### EXTERIOR FINISH SCHEDULE

SF-1	STOREFRONT - "DARK BRONZE"
PUW	PICK-UP WINDOW TO MATCH STOREFRONT
M-1	PARAPET CAP/ BRAKE METAL - "DARK BRONZE"
M-3	EXCEPTIONAL METALS - "BRIGHT RED"
M-4	EXCEPTIONAL METALS - "SILVER METALLIC"
M-5	BRAKE METAL - "CLEAR ANODIZED"
M-7	EXCEPTIONAL METALS - "CUSTOM DARK GREY"
E-2	CEMENTITIOUS FINISH - "WENDY'S RED"
E-7	CEMENTITIOUS FINISH - "DARK GREY"
E-8	CEMENTITIOUS FINISH - "TAN"
E-9	CEMENTITIOUS FINISH - "HOMESTEAD BROWN"
KW-1	KNOTWOOD PRE-FINISHED ALUMINUM SIDING MATERIAL "LIGHT OAK"
KW-2	KNOTWOOD PRE-FINISHED ALUMINUM SIDING MATERIAL "KNIGHTS ARMOUR"
KW-3	KNOTWOOD PRE-FINISHED ALUMINUM SIDING MATERIAL "BRITE RED MATT"
BL-1	BOLLARD SLEEVE - "YELLOW"
PEX-1	PAINT - DARK BRONZE (SEE PAINT SCHEDULE)
PEX-3	PRE-FINISHED DARK BRONZE SIGN CABINETS (SEE PAINT SCHEDULE)
PEX-6	PRE-FINISHED WALK-IN FREEZER / COOLER DARK BRONZE (SEE PAINT SCHEDULE)
PEX-10	PAINT / POWDER COAT - BLACK (SEE PAINT SCHEDULE)
PEX-12	PAINT - DARK GREY (SEE PAINT SCHEDULE)
COL-1	PAINTED STEEL COLUMN

SITE NUMBER: 12660  
 BASE MODEL: SMART 30-2.0  
 ASSET TYPE: FRANCHISEE  
 CLASSIFICATION: NEW  
 OWNER: JAE RESTAURANT GROUP  
 BASE VERSION: 2018  
 UPGRADE CLASSIFICATION: NEW BUILD  
 PROJECT YEAR: 2019  
 FURNITURE PACKAGE: 2018  
 DRAWING RELEASE: FALL 2018

**Hartley + Purdy Architecture, Inc.**  
 1711 North Himes Avenue, Tampa, Florida, 33607, Ph: 813.953.4005 Fax: 813.953.4350 Web: www.hartleypurdy.com

PROJECT TYPE: NEW  
 SMART 30-2.0

**Wendy's**

REV.	DATE	DESCRIPTION

ISSUE DATE: 10.04.19  
 PROJECT NUMBER: 1801.19  
 DRAWN BY: MM  
 CHECKED BY: MM

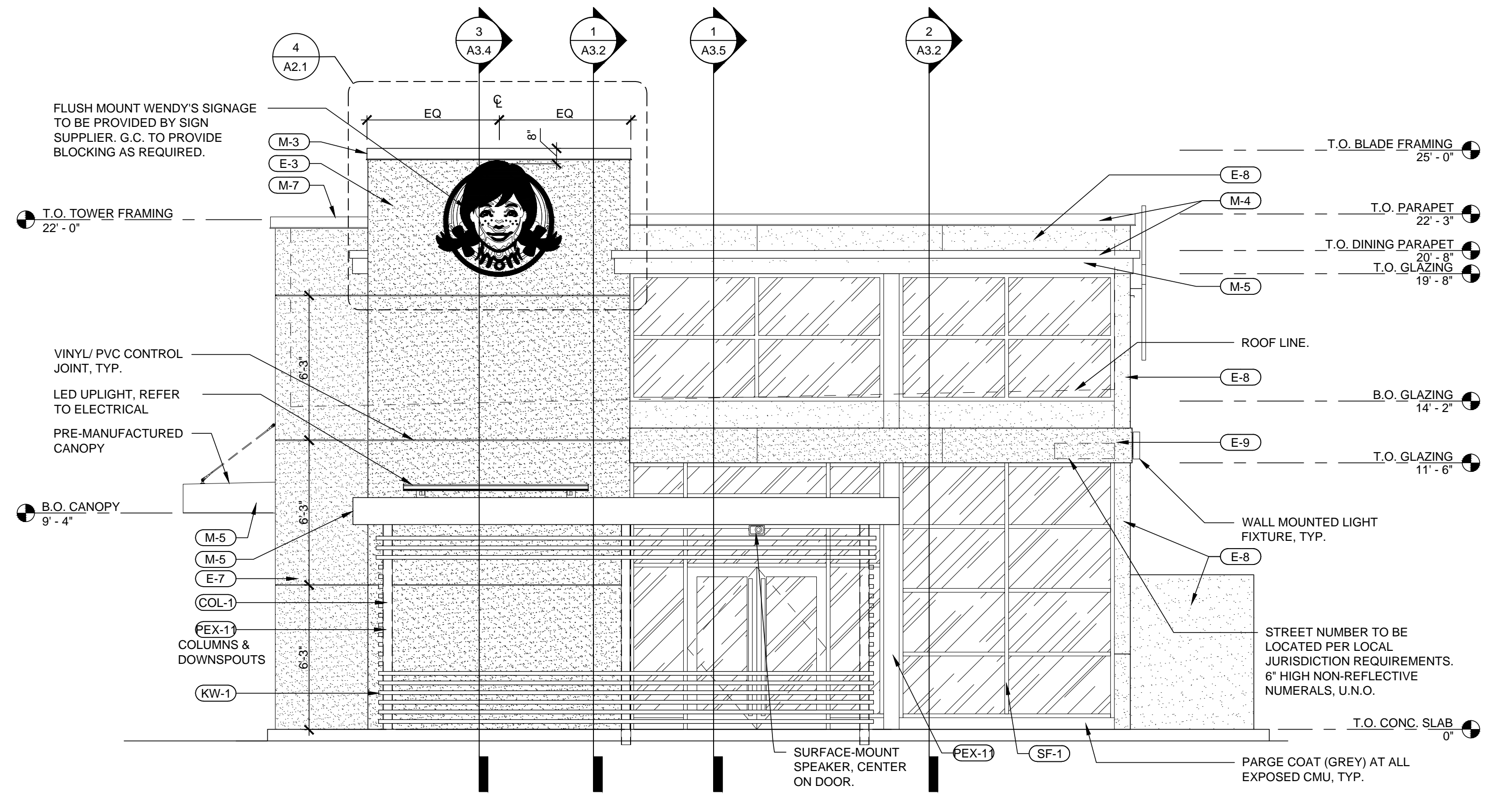
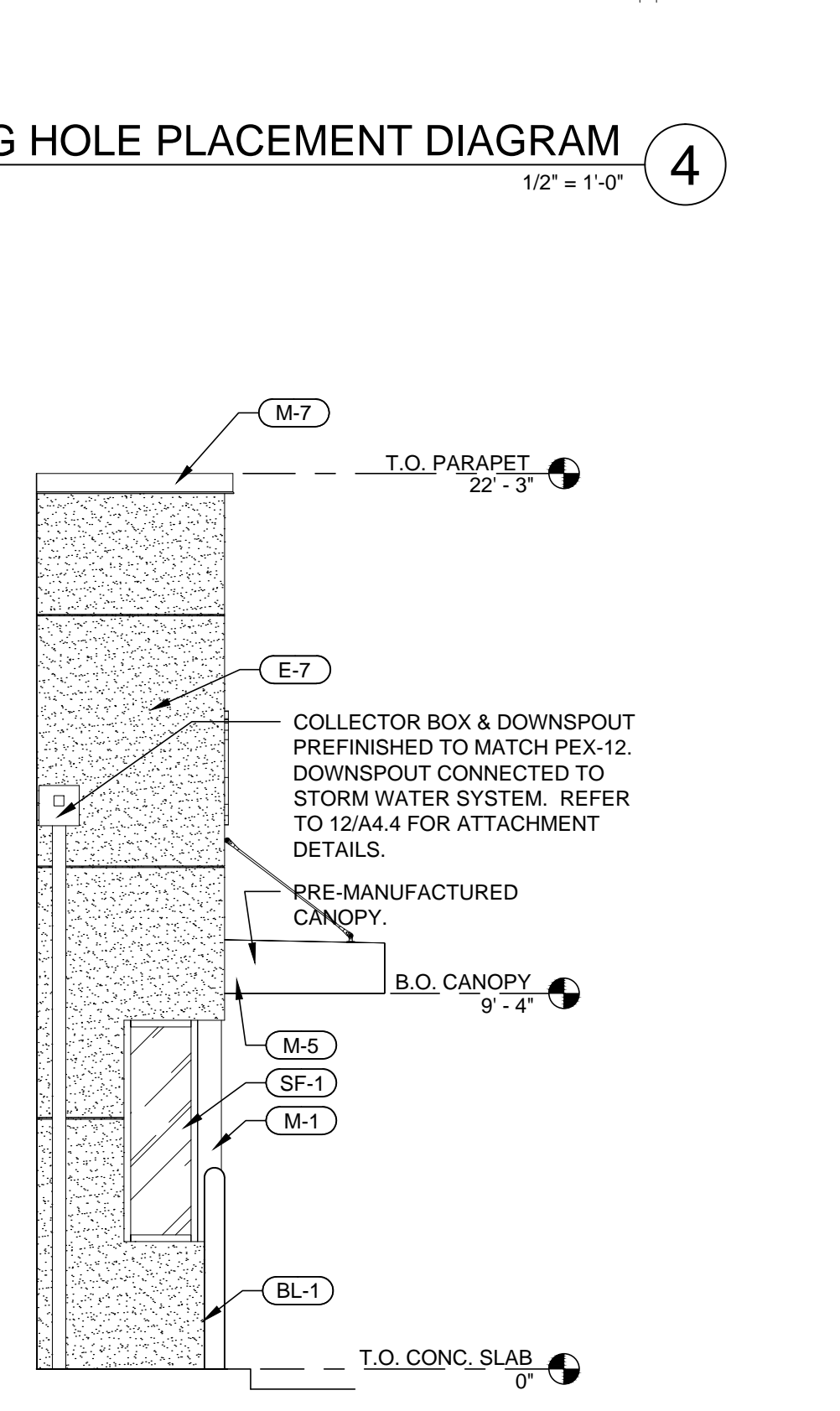
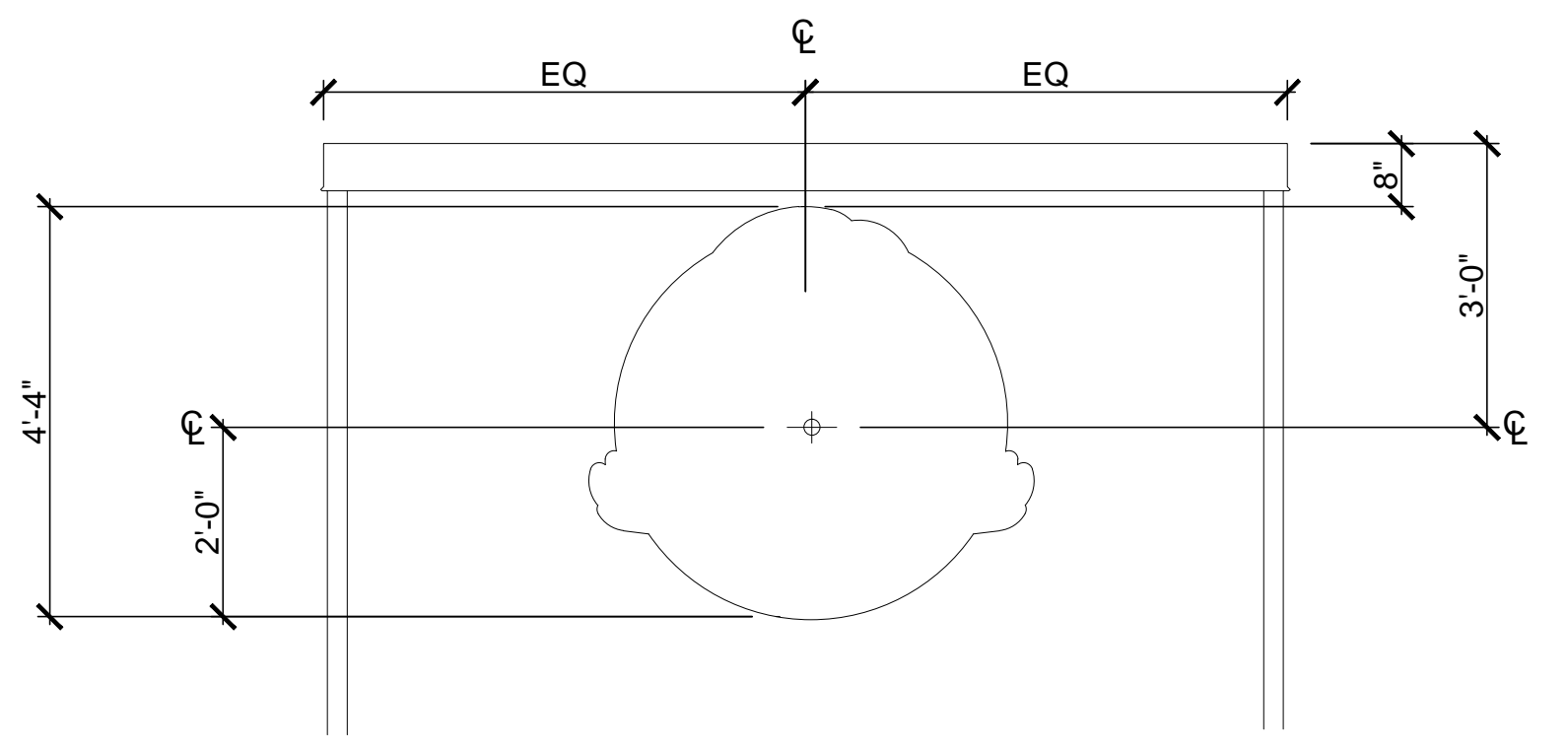
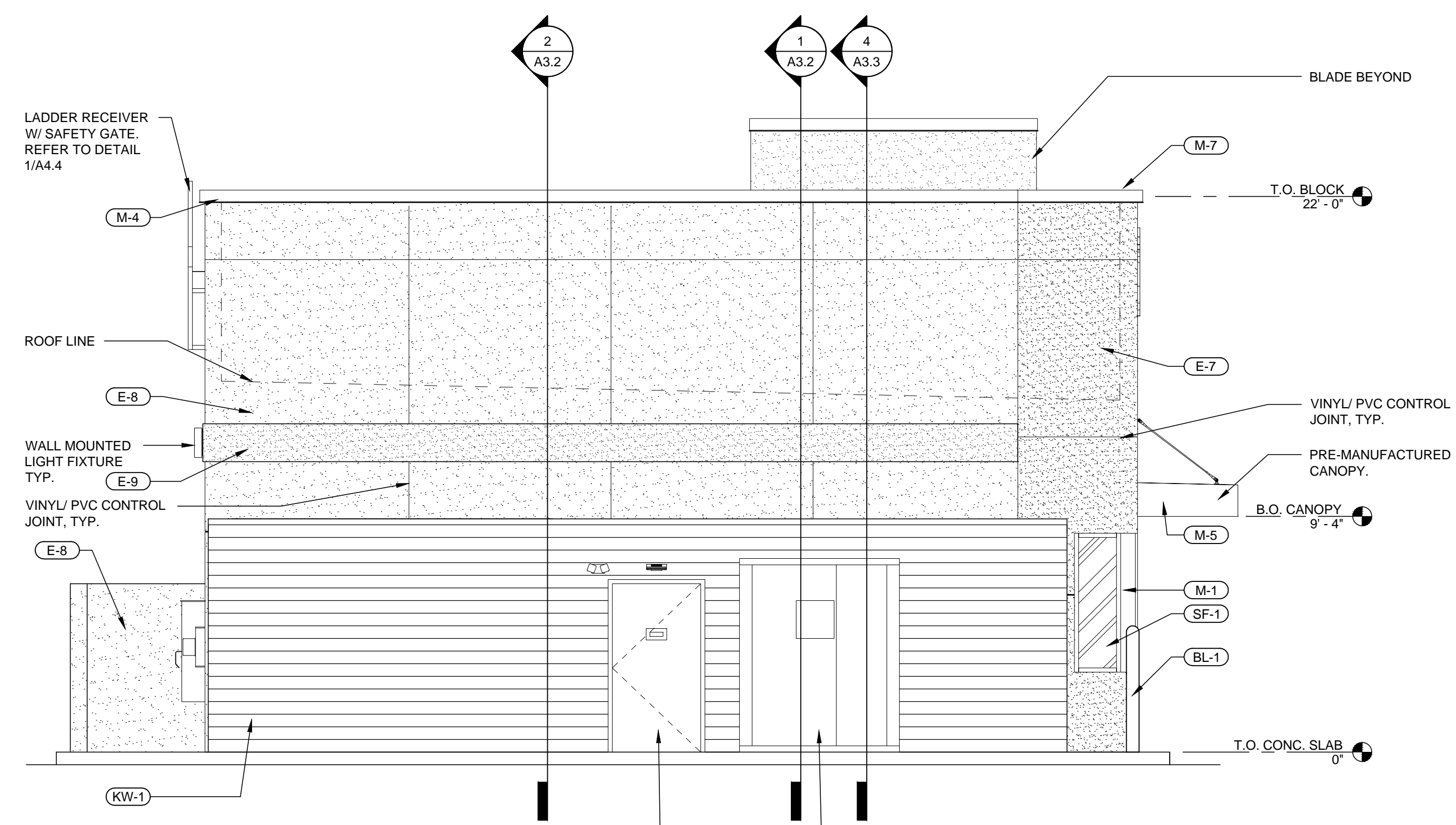
SEAL

MICHAEL MUROFF  
 AR 92344

SHEET NAME  
 EXTERIOR ELEVATIONS

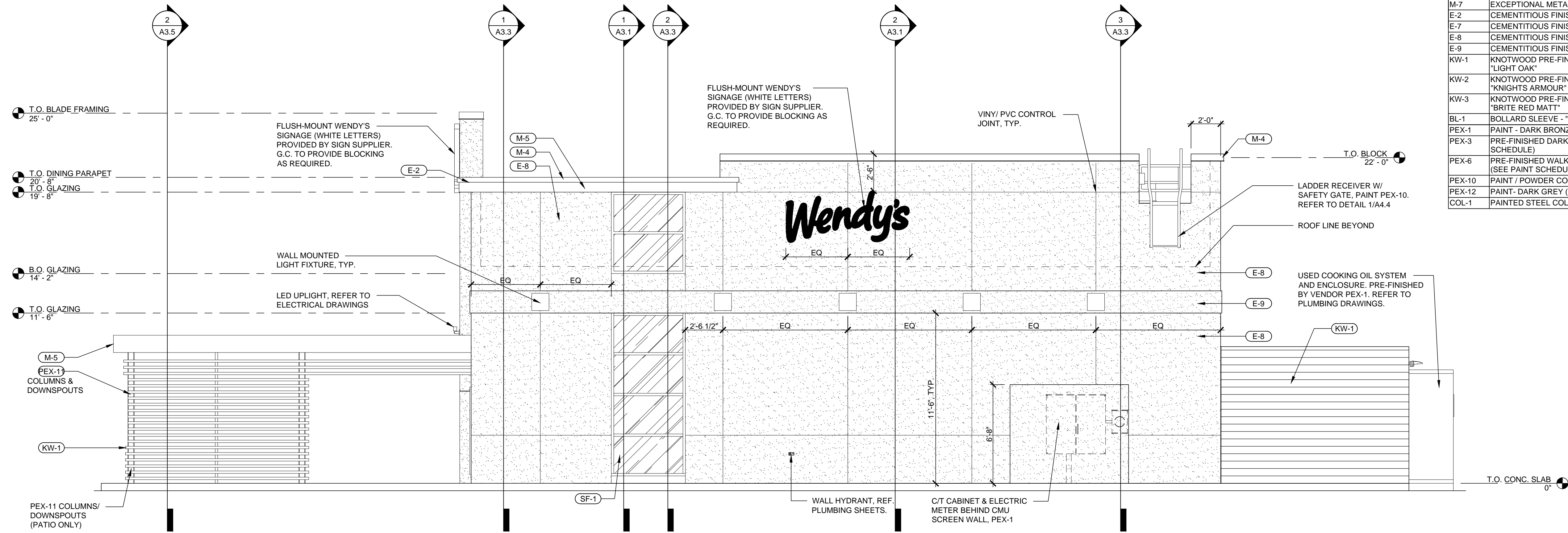
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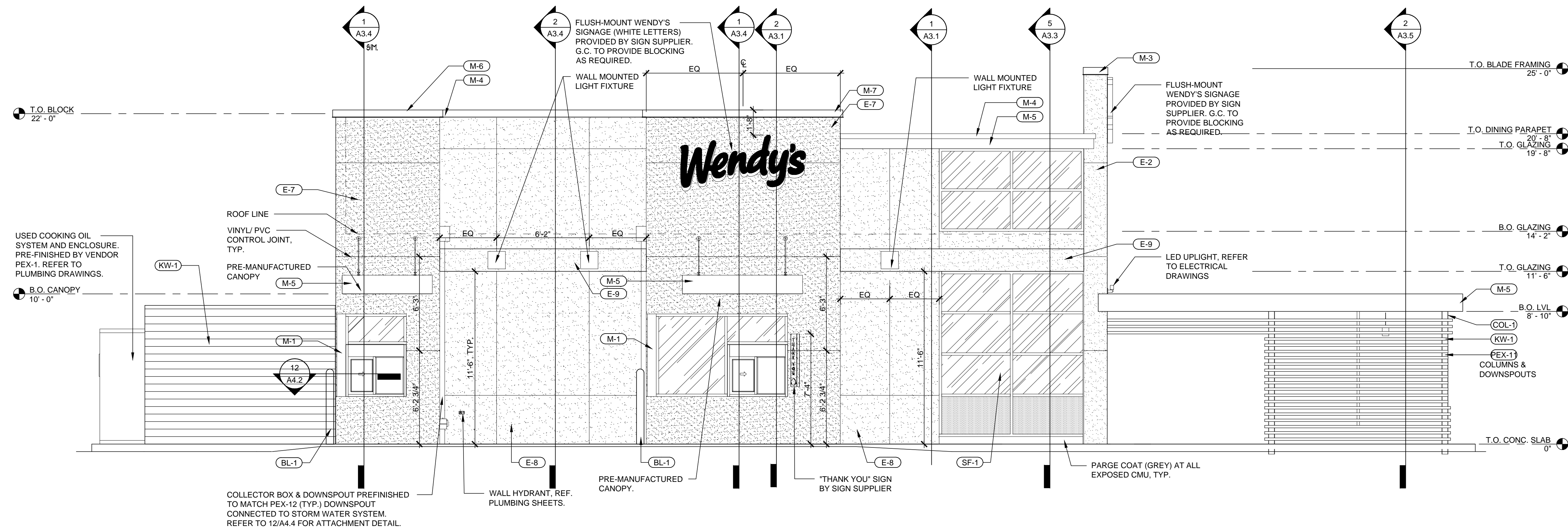


REAR DRIVE-THRU ELEVATION 3  
 1/4" = 1'-0"

FRONT ELEVATION 1  
 1/4" = 1'-0"



RIGHT SIDE ELEVATION 2  
1/4" = 1'-0"



LEFT SIDE ELEVATION 1  
1/4" = 1'-0"

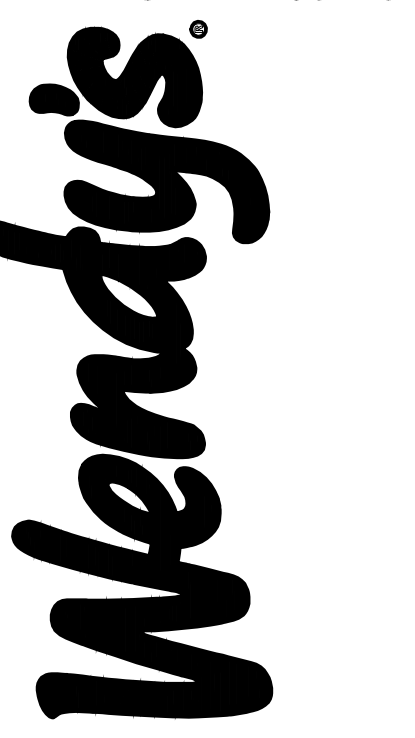
**EXTERIOR FINISH SCHEDULE**

SF-1	STOREFRONT - "DARK BRONZE"
PUW	PICK-UP WINDOW TO MATCH STOREFRONT
M-1	PARAPET CAP/ BRAKE METAL - "DARK BRONZE"
M-3	EXCEPTIONAL METALS - "BRIGHT RED"
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M-5	BRAKE METAL - "CLEAR ANODIZED"
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PEX-12	PAINT - DARK GREY (SEE PAINT SCHEDULE)
COL-1	PAINTED STEEL COLUMN

SITE NUMBER: 12660  
 BASE MODEL: SMART 30-2.0  
 ASSET TYPE: FRANCHISEE  
 CLASSIFICATION: NEW  
 OWNER: JAE RESTAURANT GROUP  
 BASE VERSION: 2018  
 UPGRADE CLASSIFICATION: NEW BUILD  
 PROJECT YEAR: 2019  
 FURNITURE PACKAGE: 2018  
 DRAWING RELEASE: FALL 2018

**Hartley + Purdy Architecture, Inc.**  
 1711 North Himes Avenue, Tampa, Florida, 33607, Ph: 813.953.4005 Fax: 813.953.4350 Web Site: www.hartleypurdy.com

PROJECT TYPE: NEW  
 SMART 30-2.0



REV.	DATE	DESCRIPTION

ISSUE DATE: 10.04.19  
 PROJECT NUMBER: 1801.19  
 DRAWN BY: MM  
 CHECKED BY: MM

SEAL

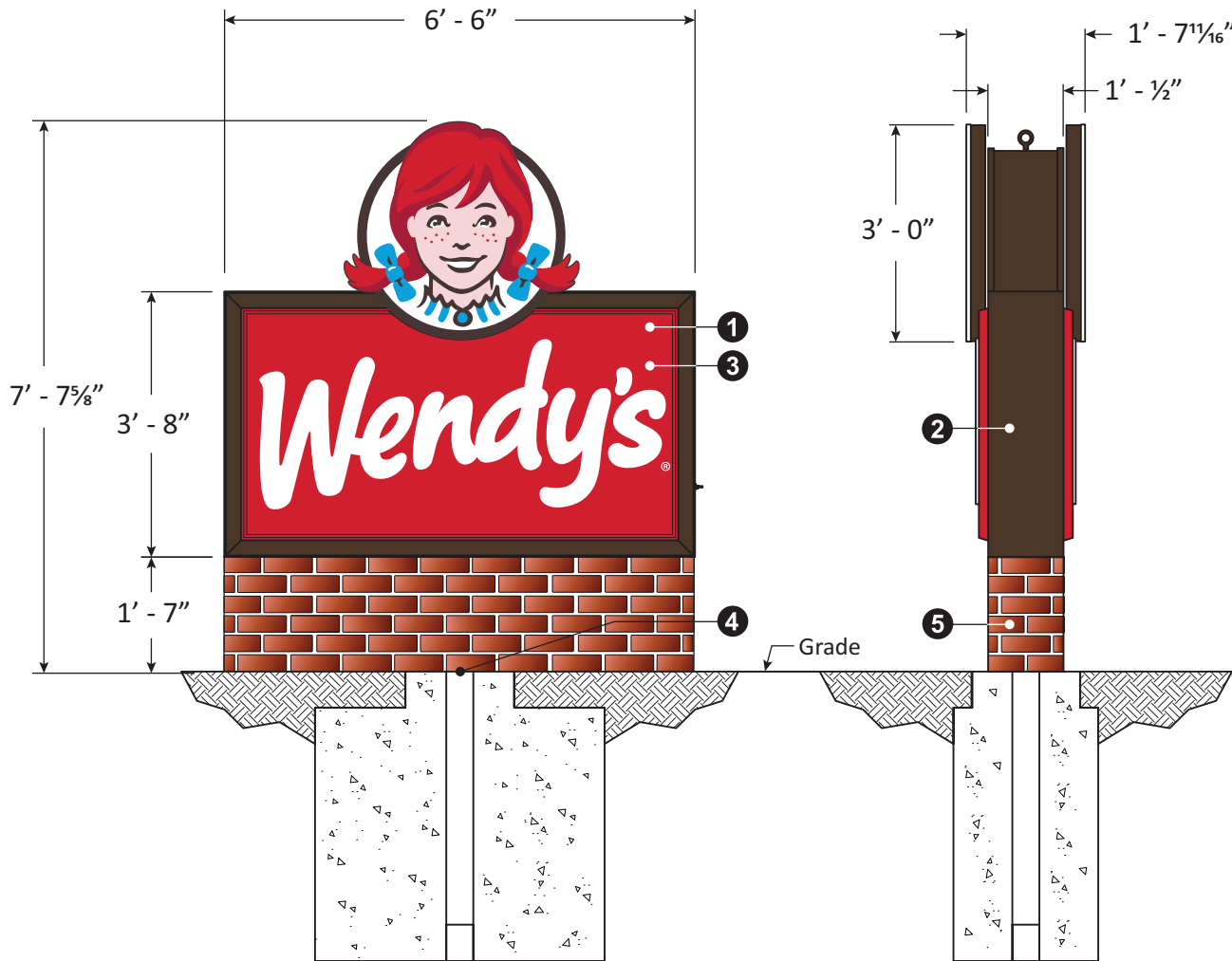
MICHAEL MUROFF  
 AR 92344

SHEET NAME  
 EXTERIOR ELEVATIONS

SHEET NUMBER

**A2.2**

AA-0003276  
 MICHAEL MUROFF ARCHITECTURE, INC.  
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Foundation specifications are site specific  
and subject to local soil and code requirements.

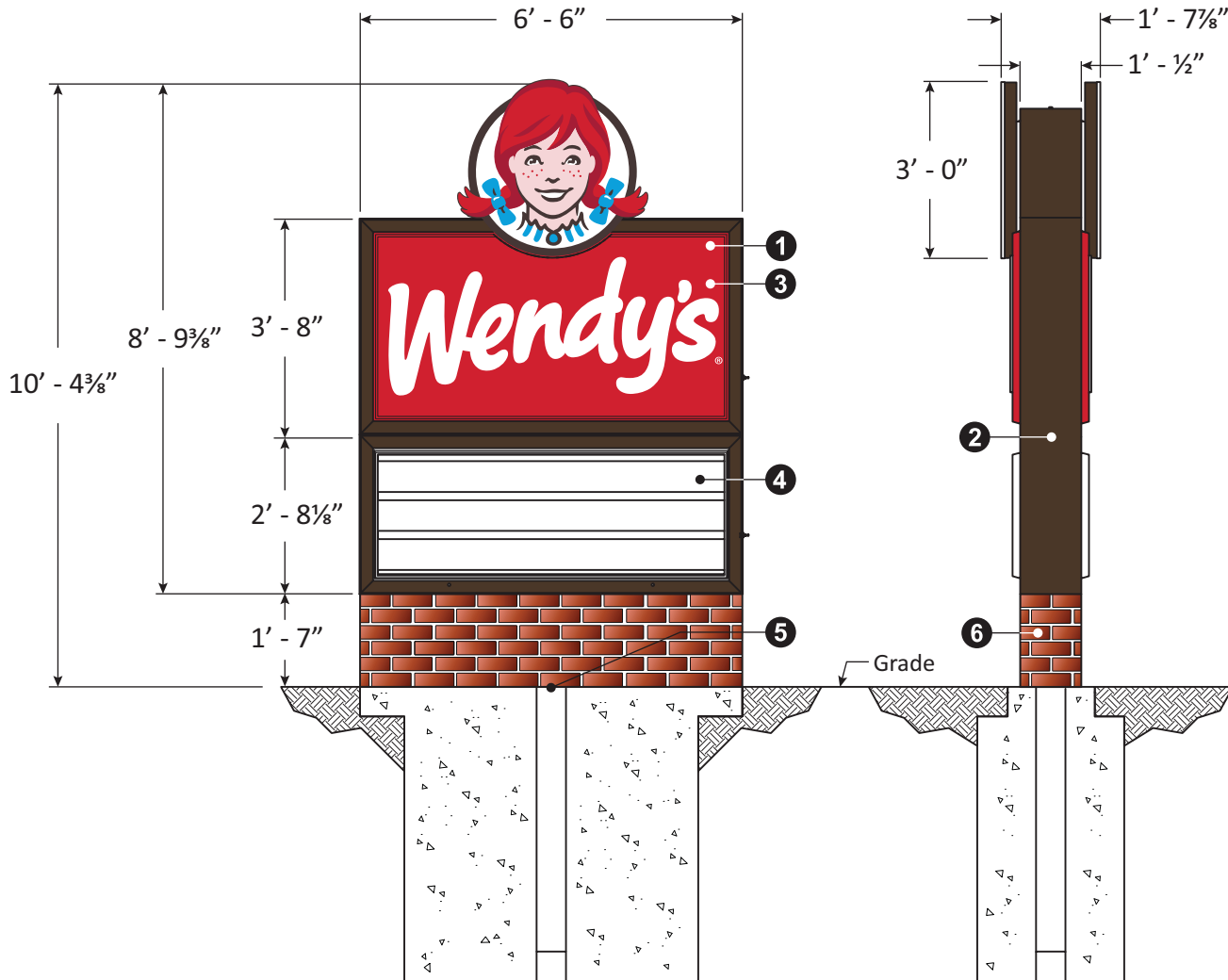
MATERIALS & SPECS

Actual: 29.56 ft<sup>2</sup> | Nearest Rectangle: 40.29 ft<sup>2</sup>

- ❶ Illumination - CW/HO lamps, cameo illuminated with white LEDs\*
- ❷ Cabinet - 12½" deep extruded aluminum with 2½" aluminum retainers
- ❸ Face - (2) 1¾" deep thermoformed .177" acrylic with ½" deep embossed copy
- ❹ 3½" Schedule 40 sign pole stubbed out of sign 18" and shimmed to fit ground pole at 5' - ¼" long
- ❺ Masonry base for reference only. Actual design and specifications by others

- PMS 186c - hair, freckles
- PMS 201c - hair, outline
- PMS 698c - face, neck
- PMS 299c - bow, shirt, brooch
- PMS 439c - outline
- Dark Bronze ALC #313 - pole, pole cover
- White

\*Total electrical load: 4.61 amps.  
Requires (1) 20 amp circuit @ 120V/60Hz (all components UL listed)



Foundation specifications are site specific and subject to local soil and code requirements.

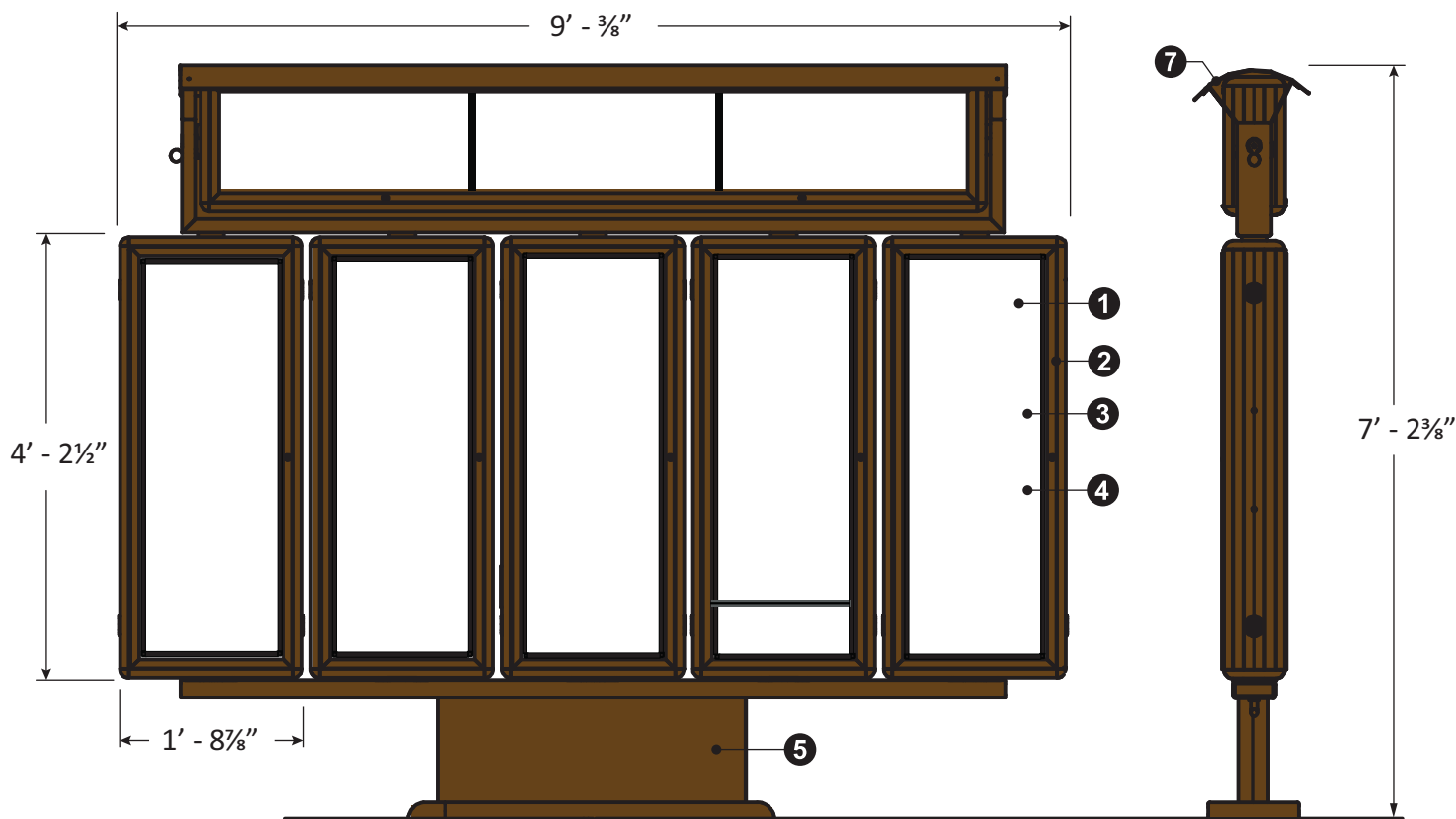
MATERIALS & SPECS

Actual: 47 ft<sup>2</sup> | Nearest Rectangle: 56.47 ft<sup>2</sup>

- ① Illumination - CW/HO lamps, cameo illuminated with white LEDs\*
  - ② Cabinet - 1 1/2" deep extruded aluminum with 2 1/2" aluminum retainers
  - ③ Face - (2) 1 3/4" deep thermoformed .177" acrylic with 1/2" deep embossed copy
  - ④ Readerboard (also can be substituted with a featureboard) - tracked for 3 lines of 6" characters with a protective locking cover door
  - ⑤ 4" Schedule 40 sign pole stubbed out of sign 18" and shimmed to fit ground pole at 5' - 1" long
  - ⑥ Masonry base for reference only. Actual design and specifications by others
- PMS 186c - hair, freckles
  - PMS 201c - hair, outline
  - PMS 698c - face, neck
  - PMS 299c - bow, shirt, brooch
  - PMS 439c - outline
  - Dark Bronze ALC #313 - pole, pole cover
  - White

\*Total electrical load: 5.2 amps.  
Requires (1) 20 amp circuit @ 120V/60Hz (all components UL listed)





Foundation specifications are site specific and subject to local soil and code requirements.

Optional removable metal blackout liner available if breakfast is not being served. Will not warp or fade. NSS#: 90012164

MATERIALS & SPECS

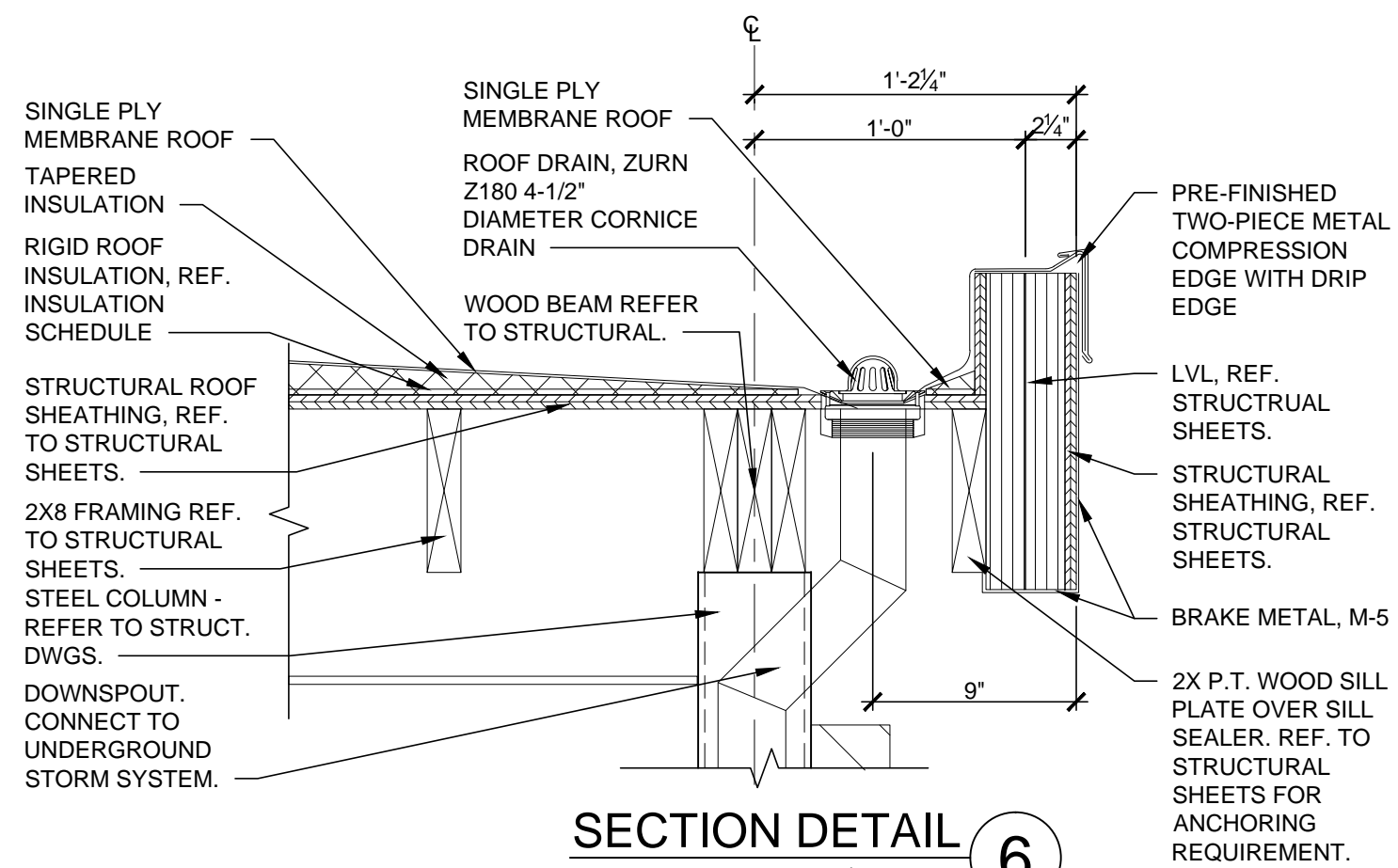
Actual: 55.88 ft<sup>2</sup>

- 1 Illumination - T12 lamps\* - one ballast per cabinet
  - 2 Cabinet - extruded aluminum construction
  - 3 Cover doors - locking side hinged doors and scratch/mar resistant faces
  - 4 Standard RM5200 includes magnetic frames and carriages to match current corporate layout. Graphics provided by others. Strips/Price kit additional charge. Blackout liners are optional, NSS#: 90012164
  - 5 Formed ABS pole cover
  - 6 Rotating cabinets for dayparting (new wave system eliminates pulling pins)
  - 7 NSS exclusive protective rain guard
- Soft Metallic Brown - cabinets, base

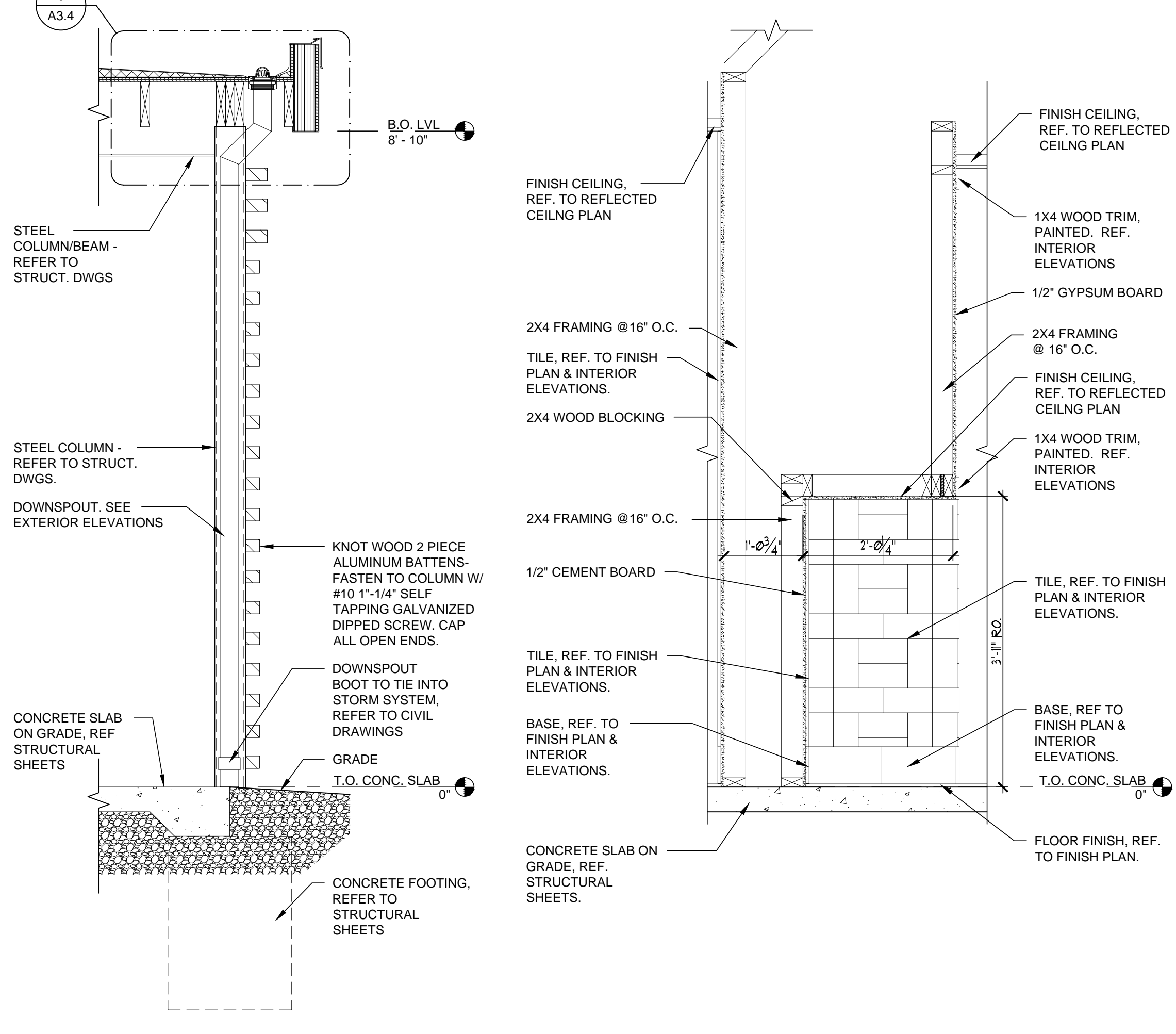
\*Anchor bolt kit sold separately, NSS#: 90002151  
\*Total electrical load: 6.72 amps.  
Requires (1) 20 amp circuit @ 120V/60Hz (all components UL listed)

**SECTION GENERAL NOTES**

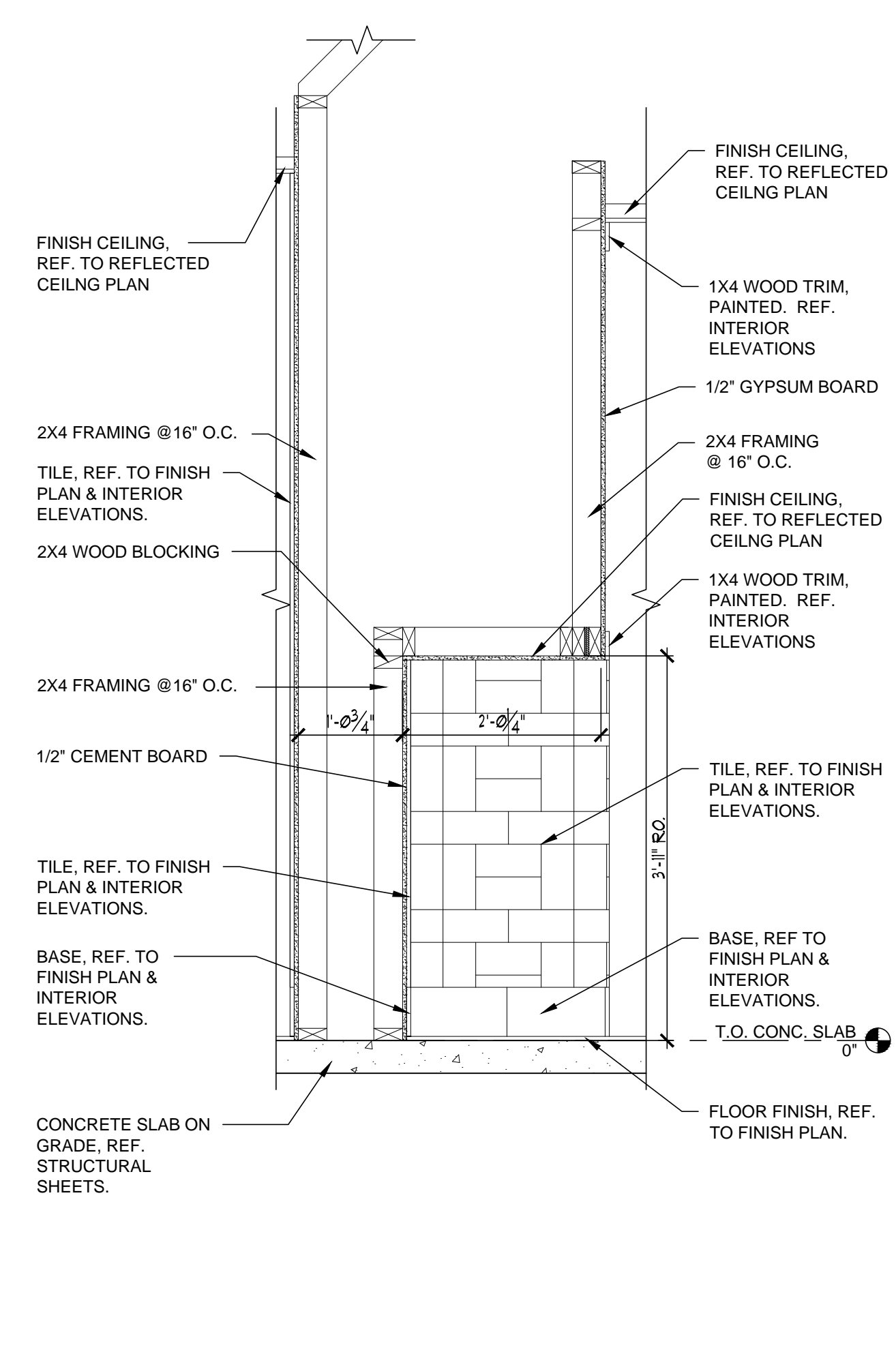
- A. SEAL EXTERIOR WALL AND ROOF PENETRATIONS AND JOINTS BETWEEN DISSIMILAR MATERIALS TO ENSURE A COMPLETELY WEATHER-TIGHT SEAL. SEALANT LOCATIONS INCLUDE BUT ARE NOT LIMITED TO: LIGHT FIXTURE MOUNTS, DOOR AND WINDOW FRAMES, FASCIA EDGES, SIGNAGE MOUNTS, CONDUIT PENETRATIONS, SCUPPERS, ELECTRICAL OUTLETS, HOSE BIBS, AND UTILITY SERVICE ENTRANCES. REFER TO JOINT TREATMENT SCHEDULE.
- B. PROVIDE CONTINUOUS WEATHER BARRIER BEHIND ALL EXTERIOR FINISHES. UTILIZE COMMERCIAL GRADE BUILDING WRAP. UTILIZE FLUID APPLIED WEATHER BARRIER AT METAL SIDING, AND EIFS, LAP & TAPE ALL SEAMS. LAP OVER ALL FLASHING. COORDINATE TRANSITIONS PER MFR'S RECOMMENDATIONS. APPROVED ALTERNATE, PROVIDE FLUID APPLIED OR SELF ADHERING WEATHER BARRIER BEHIND ALL EXTERIOR FINISHES.
- C. EXTERIOR SIDEWALKS AND PAVING ARE SHOWN FOR DESIGN INTENT ONLY. G.C. SHALL BE RESPONSIBLE FOR COORDINATING SCOPE OF WORK WITH OWNER'S REPRESENTATIVE AND/OR CIVIL DRAWINGS.
- D. GRADES SHALL BE 2" MIN. BELOW FLOOR SLAB AND SHALL SLOPE AWAY FROM BUILDING @ 5% SLOPE EXCEPT @ PEDESTRIAN PATHS WHICH SHALL BE SLOPED AWAY FROM BUILDING @ 1/8" PER FOOT MIN. AND 1/4" PER FOOT MAX.
- E. REFER TO STRUCTURAL PLAN AND DETAILS FOR ADDITIONAL FRAMING REQUIREMENTS.
- F. VAPOR RETARDER SHALL BE INSTALLED IN CONTINUOUS SHEETS FROM FLOOR TO UNDERSIDE OF ROOF DECK. ALL SEAMS AND PENETRATIONS SHALL BE SEALED PER MANUFACTURER'S DIRECTION. PROVIDE CONTINUOUS CLASS 1 OR CLASS 2 VAPOR RETARDER ON THE INTERIOR SIDE OF THE WALL FRAMING AND BEHIND APPLIED WALL FINISH SHEATHING IN ASHRAE ZONES MARINE 4 AND 5 THROUGH 8. LAP AND TAPE ALL SEAMS TO ACHIEVE CONTINUOUS COVERAGE OVER THE ENTIRE UNFENESTRATED BUILDING ENVELOPE.
- G. INSULATION AND VAPOR RETARDER IN EXPOSED AREAS TO HAVE A FLAME SPREAD OF 25 AND A SMOKE DEVELOPMENT OF 450 OR BETTER.



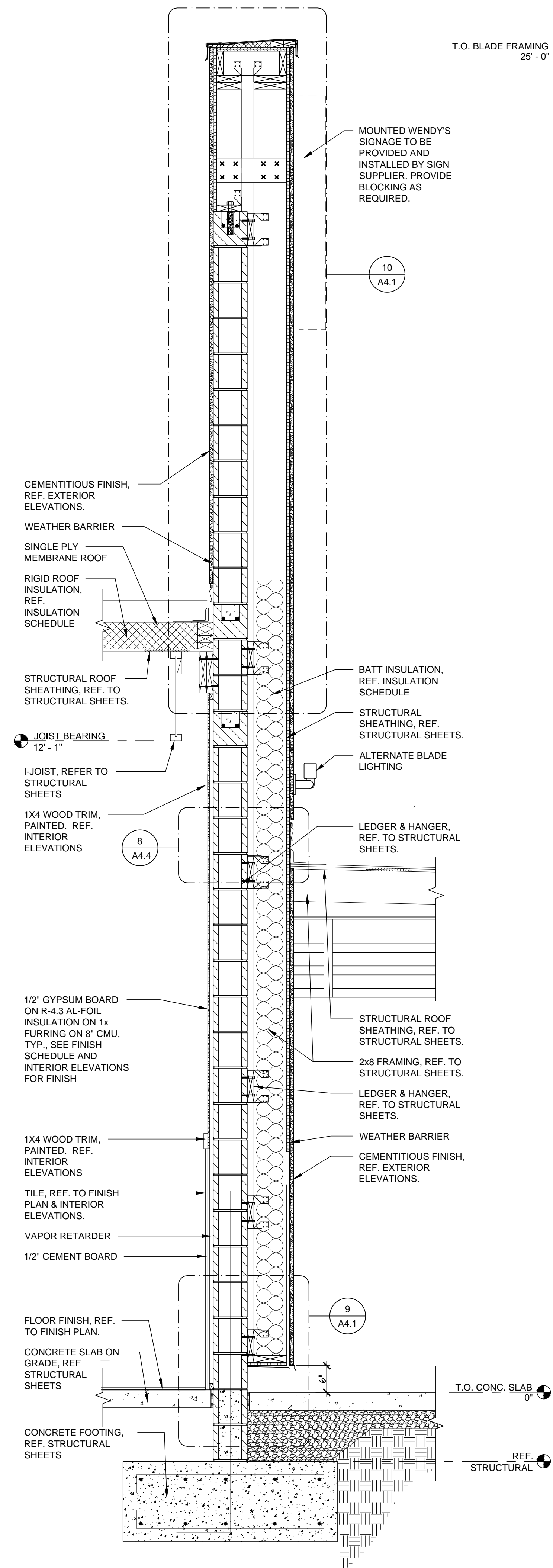
**SECTION DETAIL 6**  
1-1/2" = 1'-0"



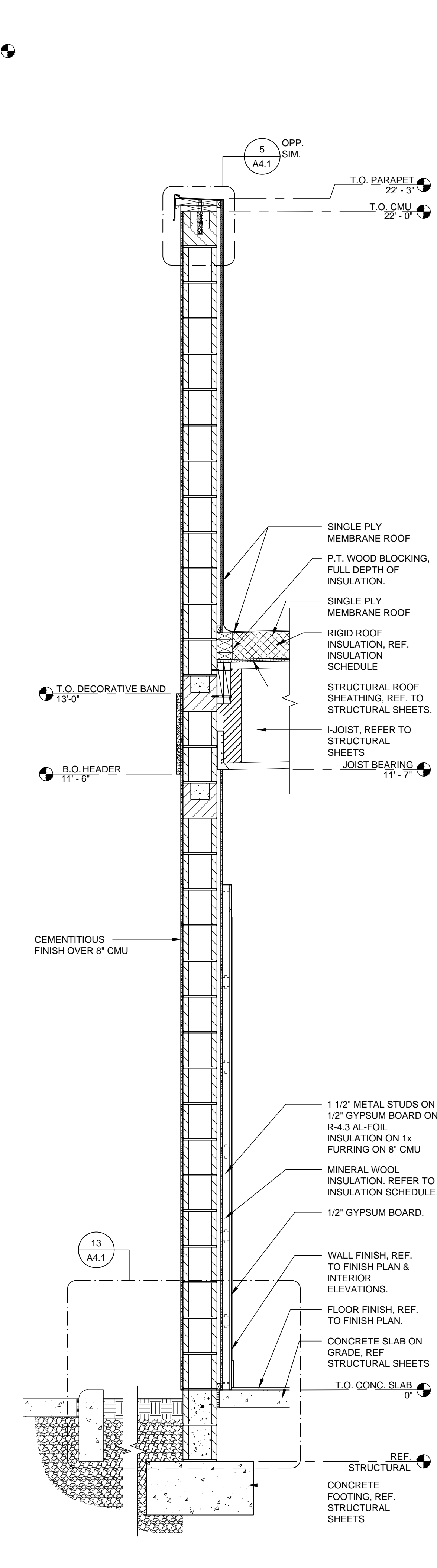
**SECTION 5**  
3/4" = 1'-0"



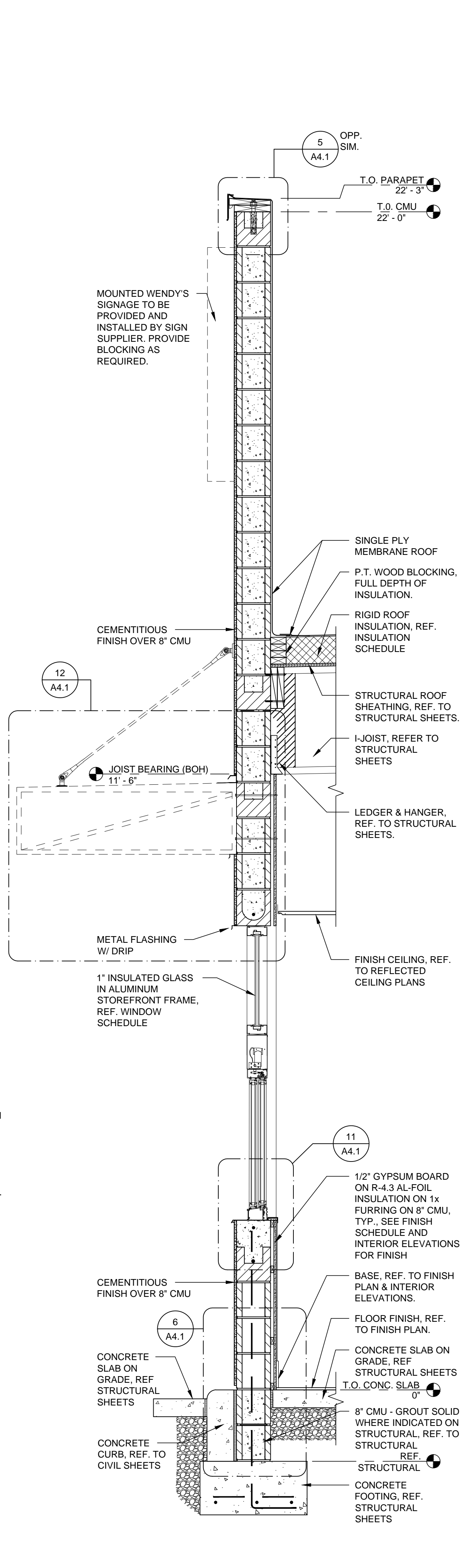
**SECTION 4**  
3/4" = 1'-0"



**SECTION 3**  
3/4" = 1'-0"



**SECTION 2**  
3/4" = 1'-0"



**SECTION 1**  
3/4" = 1'-0"

SITE NUMBER: 12660  
 BASE MODEL: SMART 30-2.0  
 ASSET TYPE: FRANCHISEE  
 CLASSIFICATION: NEW  
 OWNER: JAE RESTAURANT GROUP  
 BASE VERSION: 2018  
 UPGRADE CLASSIFICATION: NEW BUILD  
 PROJECT YEAR: 2019  
 FURNITURE PACKAGE: 2018  
 DRAWING RELEASE: FALL 2018

**Hartley + Purdy Architecture, Inc.**  
 1711 North Times Avenue, Tampa, Florida 33607, Ph: 813.933.4003 Fax: 813.933.4350 Web Site: www.hartleypurdy.com

PROJECT TYPE: NEW  
 SMART 30-2.0

**Wendy's**

REV.	DATE	DESCRIPTION

ISSUE DATE: 10.04.19  
 PROJECT NUMBER: 1801.19  
 DRAWN BY: MM  
 CHECKED BY: MM

MICHAEL MUROFF  
 AR 92344

SHEET NAME  
**WALL SECTIONS**

SHEET NUMBER

**A3.4**

AA-0003276  
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# CITY OF WINTER SPRINGS

1126 East State Road 434  
Winter Springs, FL 32708  
Phone: 407-327-1800 Fax: 407-327-4784  
www.winterspringsfl.org

## APPLICATION FOR AESTHETIC REVIEW

APPLICANT: Vandercrake, James (agent)

Last	First	Middle
Infinity Engineering Group, LLC 1208 E. Kennedy Blvd., Suite 230		
Tampa	FL	33602
City	State	Zip Code

PHONE / CELL: (813)434-4770 (863)640-2615

EMAIL: james@iegroup.net

If Applicant does NOT own the property:

PROPERTY OWNER: JDBS Winter Springs, LLC

Last	First	Middle
14608 N Dale Mabry Hwy.		
Tampa	FL	33618
City	State	Zip Code

PHONE / CELL: (813) 760-2621

EMAIL: bschultz@oceanbleugroup.com

This request is for the property described below:

PROJECT NAME: Wendy's No. 12660

LOCATION OR ADDRESS: Proposed Lot 2, part of Lot 4 and a part of Tract C (sketch&description attached)

Winter Springs	FL	32708
City	State	Zip Code

DATE of Approval for FINAL ENGINEERING: \_\_\_\_\_

APPLICANTS are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to ensure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per 286.0105, Florida Statutes.

**STEP ONE** – Submit the Notarized Application, Email to: customerservice@winterspringsfl.org or In Person to the Community Development Office at the City of Winter Springs. Pay the Application Fee with a Credit Card over the phone (a convenience fee may apply) or In Person if you pay by check.

APPLICATION FEES (see below) plus any ACTUAL COSTS incurred for the City’s REIMBURSEMENT for TECHNICAL and/or PROFESSIONAL SERVICES (including the City Attorney) which may be required in connection with this Application for Aesthetic Review (as documented based on accounting submitted to the City), due and payable prior to the City’s issuing of a building permit.

- MINOR (site LESS than 2 acres) \$ 300
- MAJOR (site GREATER than 2 acres) \$ 600
- MODIFICATION OF PREVIOUSLY APPROVED AESTHETIC REVIEW \$ 300

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**TOTAL DUE** \$ \_\_\_\_\_

**STEP TWO** – The staff will notify you when the Application meets approval. Next, submit the following items into ePlans Projectdox Plan Review System, see www.winterspringsfl.org for more details on ePlans ProjectDox submittals. (Sec 9-605):

- NOTARIZED AUTHORIZATION of the Applicant
- SITE PLAN;
- BUILDING ELEVATIONS (B&W) illustrating all sides of structures;
- COLOR RENDERING illustrating street view with landscaping at time of planting;
- ILLUSTRATIONS of all WALLS, FENCES, AND OTHER ACCESSORY STRUCTURES and indication of their height and the materials proposed for their construction;
- SIGNAGE ELEVATIONS of proposed exterior permanent signs, outdoor advertising or other constructed elements other than habitable space, if any;
- IDENTIFICATION of MATERIALS, TEXTURES, AND COLORS (include paint chips) to be used on all buildings, accessory structures, exterior signs, and other constructed elements;
- OTHER architectural and engineering data as may be requested to clarify the application.

**STEP THREE - The following items are to be delivered to the Community Development Office**

(MAIL, UPS, FEDEX) A PAPER COPY OF ALL DRAWINGS:

Must be available for Public Inspection at the Community Development Office:

One (1) set of 11x17 copies, PLUS One (1) pdf electronic copy

**DURATION OF APPROVAL:** Approvals for Aesthetic Review shall expire eighteen (18) months from the date the City Commission renders its approval at a public meeting if the Applicant fails to obtain a building permit during that time. Reasonable extensions may be granted by the Commission upon good cause by the Applicant, provided substantial changes have not occurred in the surrounding area that would make the prior approval inconsistent with the criteria set forth in Section 9-603.

INFORMATION FOR THE APPLICANT:

CONDUCT OF THE PUBLIC HEARING (CODE OF ORDINANCES, SECTION 9-603. (C)):

During the Public Hearing, the APPLICANT may be present in person or by counsel, and the APPLICANT has the right to present evidence in support of the application and cross-examine adverse witnesses whose testimony is offered at the hearing.

The following CRITERIA will be considered by the City Commission:

- (1) The PLANS AND SPECIFICATIONS of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.
- (2) The PLANS for the proposed project are in harmony with any future development which has been formally approved by the City within the surrounding area.
- (3) The PLANS for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:
  - a. Front or side elevations;
  - b. Size and arrangement of elevation facing the street, including reverse arrangement; or
  - c. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.
- (4) The PLANS for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.
- (5) The PROPOSED PROJECT is consistent and compatible with the intent and purpose of this article, the Comprehensive Plan for Winter Springs, design criteria adopted by the City (e.g. Town Center guidelines, SR 434 design specifications) and other applicable federal, state or local laws.
- (6) The PROPOSED PROJECT has incorporated significant architectural enhancements such as concrete masonry units with stucco, marble, termite-resistant wood, wrought iron, brick, columns and piers, porches, arches, fountains, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.

By submitting this application you hereby grant temporary right of entry for city officials to enter upon the subject property for purposes of evaluating this application.

\*\*\*\*\*

**FOR USE WHEN APPLICANT IS OWNER OF THE SUBJECT REAL PROPERTY:**

This is to certify that I am the Owner in fee simple of subject lands described within this Appeal of an Administrative Decision for Board of Adjustment consideration:

\_\_\_\_\_  
Signature of Owner

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
Personally Known

\_\_\_\_\_  
Produced Identification:

(Type) \_\_\_\_\_

\_\_\_\_\_  
Did take an Oath

\_\_\_\_\_  
Did Not take an Oath

\*\*\*\*\*

**FOR USE WHEN APPLICANT IS NOT OWNER OF THE SUBJECT REAL PROPERTY:**

I, JOSEPH Di GERLANDO, MGR do hereby, with my notarized signature, allow  
Owner  
JAMES VANDERCRAKE - INFINITY ENGINEERING to represent me in this Appeal of an  
Representative  
Administrative Decision related to my property.

The property is identified as: Tax Parcel Number(s) \_\_\_\_\_

Located at: Proposed Lot 2, Part of Lot 4, Tract C

\_\_\_\_\_  
And as further identified on the Metes and Bounds description provided with this Application.

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Signature of Owner(s)

Sworn to and subscribed before me this

7 day of MAY 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: 1/17/2021

X Personally Known

\_\_\_\_\_  
Produced Identification:

(Type) \_\_\_\_\_

\_\_\_\_\_  
Did take an Oath

\_\_\_\_\_  
Did Not take an Oath



JOSHUA C HORROCKS  
MY COMMISSION # GG 055965  
EXPIRES: January 17, 2021  
Bonded Thru Budget Notary Services

# **Exhibit 3**

## Final Engineering Plans

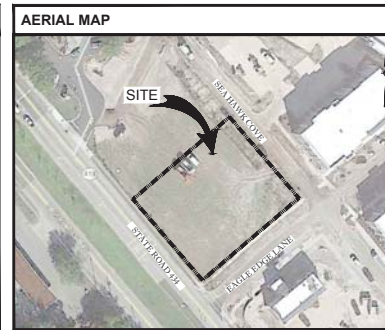
# FINAL ENGINEERING PLANS FOR:



# WENDY'S STORE NO. 12660

1218 EAST STATE ROAD 434  
WINTER SPRINGS, FL 32708

PROJECT TEAM	
<b>PROPERTY OWNER:</b> JDS'S WINTER SPRINGS LLC 10931 N DALE MABRY HIGHWAY TAMPA, FLORIDA 33618-4112 PH: (813) 790-2921 EMAIL: BSCHULTZ@OCEANBLEUGROUP.COM	<b>CIVIL ENGINEER:</b> INFINITY ENGINEERING GROUP, LLC 1208 EAST KENNEDY BOULEVARD SUITE 230 TAMPA, FLORIDA 33602 PH: (813) 434-4770 CONTACT: NISIT SAPPARKHAO
<b>SURVEYORS:</b> ACCURIGHT SURVEYS OF ORLANDO INC. 2012 E ROBINSON STREET ORLANDO, FLORIDA 32803 PH: (407) 994-0314 EMAIL: ACCU@ACCURIGHTSURVEYS.NET	<b>PROPERTY DEVELOPER:</b> JAE RESTAURANT GROUP LLC 1100 PARK CENTRAL BOULEVARD #3300 POMPANO BEACH, FLORIDA 33064 PH: (561) 997-4000 EXT. 131 EMAIL: SLUGO@JAERESTGROUP.COM
<b>ARCHITECT:</b> HARTLEY + PURDY ARCHITECTURE, INC. 1711 N. HIMES AVE. TAMPA, FL 33607 PH: (813) 353-0035 CONTACT: MICHAEL MUROFF	



PARCEL ID: 06-21-31-507-0000-0020  
SECTION: 6, TOWNSHIP: 21 S, RANGE: 31 E  
SEMINOLE COUNTY, FLORIDA

DRAWING INDEX	
SHEET NO.	SHEET TITLE
C500.01	COVER SHEET
C01.01	CIVIL SPECIFICATIONS
C01.01	DEMOLITION PLAN
C02.01	SITE PLAN
C03.01	GRADING PLAN
C04.01	UTILITY PLAN
C05.01	EROSION & SEDIMENT CONTROL DETAILS
C06.01	SWPPP GENERAL REQUIREMENTS
C12.01	DETAILS
C12.02	DETAILS
C12.03	DETAILS
LP-01	LANDSCAPE PLAN
LP-02	LANDSCAPE DETAILS
IR-01	IRRIGATION PLAN
IR-02	IRRIGATION DETAILS
PH01.01	PHOTOMETRIC PLAN
1 OF 1	BOUNDARY AND TOPOGRAPHY SURVEY

LEGAL DESCRIPTION
LOT 2, W/STC OCEAN BLEU, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGES 37-38 . PUBLIC RECORDS OF CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA

NOTE
ANY VARIATION FROM WINTER SPRINGS CITY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE CITY COMMISSION ARE INVALID.



**INFINITY ENGINEERING GROUP, LLC**

1208 East Kennedy Boulevard  
Suite 230  
Tampa, Florida 33602  
[p] 813-434-4770  
[f] 813-445-1211  
www.ieggroup.net  
FL Cert. of Auth. No. 27889

IEG JOB NO. 135-84.00



Digitally signed by Nisit Sapparkhao  
DN: c=US, cn=Nisit Sapparkhao,  
email=nisit@ieggroup.net  
Date: 2020.01.03 11:48:19 -05'00'



Know what's below.  
Call before you dig.



GENERAL NOTE

- 1. ALL CONSTRUCTION SHALL BE EXECUTED AS SHOWN ON THESE PLANS. ANY REVISIONS AND/OR DEVIATIONS MUST BE APPROVED BY THE ENGINEER OF RECORD AND MAY RESULT IN ADDITIONAL PERMITTING EFFORTS THROUGHOUT THE RELATED PERMITTING ACTIVITY. THE CONTRACTOR SHALL ACKNOWLEDGE THAT REVISIONS AND/OR DEVIATIONS FROM THE PLANS WILL BE CONSIDERED AS CHANGES AND POSSIBLY AFFECT SCHEDULING OF WORK.

REGULATORY STANDARDS AND REQUIREMENTS

- 1. COMPLY WITH HULLING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
- 2. COMPLY WITH ANSII A10.6 "SAFETY REQUIREMENTS FOR CONSTRUCTION AND DEMOLITION"
- 3. COMPLY WITH NFPA 241 "SAFEGUARDING CONSTRUCTION, ALTERATION AND DEMOLITION OPERATIONS"

DEMOLITION AND CLEARING

- 1. DEMOLITION AND CLEARING OPERATIONS SHALL CONFORM TO APPLICABLE REGULATIONS RELATING TO ENVIRONMENTAL REQUIREMENTS OF DEBRIS, BURNING OF DEBRIS ON SITE, AND USE OF HERBICIDES.
- 2. DEMOLITION WASTE SHALL BE DISPOSED OF IN A LEGAL MANNER. REMOVED DEMOLITION WASTE MATERIALS FROM PROJECT SITE AND DISPOSE OF WASTE IN AN EPA APPROVED LANDFILL ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION. DO NOT BURY OR BURIED/DUMP WASTE ON SITE.

- 1. PRIOR TO COMMENCEMENT OF DEMOLITION OPERATIONS, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IN A TIMELY MANNER.
- 2. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING PERMANENT SURVEY MONUMENTS AND BENCHMARKS FROM DISTURBANCE. SURVEY MONUMENTS DISTURBED BY CONSTRUCTION ARE TO BE REPLACED AND ADJUSTED VIA A LAND SURVEYOR REGISTERED IN THE STATE FOR WHICH THE PROJECT IS LOCATED.

- 9. COORDINATE UTILITY DEMOLITION AND ABANDONMENT WITH UTILITY COMPANY OR AUTHORITY HAVING JURISDICTION.
- 10. IN THE EVENT BUILDINGS ARE IMMEDIATELY ADJACENT TO THE DEMOLITION AREA, THESE BUILDINGS WILL NOT BE DISRUPTED. ACCESS TO AND FROM EXISTING WALKWAYS, EXITS, AND OTHER FACILITIES USED BY OCCUPANTS OF ADJACENT BUILDINGS WILL BE MAINTAINED THROUGHOUT THE DEMOLITION PROCESS.

EROSION AND SEDIMENTATION CONTROL

- 1. PRIOR TO COMMENCEMENT OF ANY CLEARING AND EXCAVATION WITHIN A WORK AREA, ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND IN WORKING ORDER.
- 2. PERFORM WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE AND FEDERAL, NATIONAL, POLYMER/TEMPERATURE DISCHARGE ELIMINATION SYSTEM (PPDES) PERMIT.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION AND SEDIMENT CONTROL FEATURES TO PREVENT AND CONTROL SEDIMENT LATCH/RUNOFF FROM LEAVING THE CONSTRUCTION AREAS AND ENTERING EXISTING STORMWATER FACILITIES AND SURFACE WATERS. ADDITIONAL MEASURES BEYOND THOSE SHOWN WITHIN THESE PLANS MAY BE NECESSARY DURING CONSTRUCTION, INCLUDING TEMPORARY VEGETATIVE MEASURES AND INSTALLATION OF OTHER SILT TRAPPING MEASURES.

EARTHWORK

- 1. IN THE EVENT OF ANY UNFORESEEN CONDITIONS THAT ARE ENCOUNTERED AND NOT COVERED BY THESE NOTES DURING GRADING OPERATIONS, THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTION.
- 2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE PROJECT AREA AND RELATED OFF-SITE WORK SO AS TO ESTABLISH THE DESIRED SUBGRADE, FINISH GRADES AND SLOPES SPECIFIED WITHIN THESE PLANS.
- 3. ADEQUATE SHORING IS TO BE DESIGNED AND PROVIDED BY THE CONTRACTOR TO PREVENT UNDERMINING OF ANY ADJACENT FEATURES OR FACILITIES AND/OR CAVING OF THE EXCAVATION. ALL SHORING AND ASSOCIATED TEMPORARY STRUCTURES SHALL BE DESIGNED BY A LICENSED PROFESSIONAL AND INSTALLED PURSUANT TO OSHA REQUIREMENTS.

TREE PROTECTION AND TRIMMING

- 1. INSTALL TEMPORARY FENCING AROUND TREE PROTECTION ZONES TO PROTECT TREES AND VEGETATION DESIGNATED TO REMAIN FROM CONSTRUCTION DAMAGE. MAINTAIN TEMPORARY FENCING AROUND TREE PROTECTION ZONES, AND KEEP TREE PROTECTION ZONES FREE OF WEEDS AND TRASH.
- 2. KEEP TREE PROTECTION ZONES FREE OF DEBRIS AND TRASH.
- 3. DO NOT START CONSTRUCTION MATERIALS, OR EXCAVATED MATERIAL IN TREE PROTECTION ZONE, OR PERMIT VEHICLES OR FOOT TRAFFIC WITHIN TREE PROTECTION ZONE, OR ALLOW FUEL WITHIN TREE PROTECTION ZONE.
- 4. PROTECT TREE ROOT SYSTEMS FROM THE FOLLOWING: a. DAMAGE CAUSED BY RUNOFF OR SPLASHAGE OF NOXIOUS MATERIALS WHILE MIXING, PLACING, OR STORING CONSTRUCTION MATERIALS.

GRADING

- 1. GENERAL: UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE. FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTOR REQUIREMENTS AND GRADE TO BE MAINTAINED AS SHOWN ON DRAWINGS. ALL ELEVATIONS INDICATED IN PLANS. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES. CUT OUT SOFT SPOTS, FILL LOW SPOTS, AND PATCH HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.
- 2. SITE GRADING: SLOPE GRADES TO DRAIN WATER FROM BUILDINGS AND TO THE FOLLOWING TOLERANCES: a. UNPAVED AREAS: PLUS OR MINUS ONE (1) INCH.

STORM DRAINAGE

- 1. UNLESS OTHERWISE SHOWN ON PLANS, ALL PVC PIPE AND FITTINGS SHALL CONFORM TO THE FOLLOWING: a. PVC SEWER PIPE AND FITTINGS: MFS 15-INCH AND SMALLER ASTM D 3034, SDR 35, WITH HELL-BEND, SPOT ENDS FOR GASKETED JOINTS USING ASTM F 4027 WITH REINFORCED SURFACE TOLERANCES.
- 2. UNLESS OTHERWISE SHOWN ON THE PLANS, ALL REINFORCED CONCRETE PIPE AND FITTINGS SHALL CONFORM TO THE FOLLOWING: a. ASTM C 76, WITH HELL-BEND, SPOT ENDS FOR GASKETED JOINTS USING ASTM C 443 RUBBER GASKETS.

GENERAL UTILITY NOTES

- 1. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES FOR VERIFICATION OF UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. CALL A LOCAL ONE CALL SYSTEM 48 HOURS PRIOR TO ANY EXCAVATION.
- 2. THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION. CALL A LOCAL ONE CALL SYSTEM 48 HOURS PRIOR TO ANY EXCAVATION.
- 3. THE CONTRACTOR SHALL COORDINATE WORK EFFORTS WITH THE OWNER TO MINIMIZE TRAFFIC INTERFERENCE AND OPERATIONS OF THE FACILITIES.

GENERAL UTILITY NOTES

- 1. THE CONTRACTOR SHALL PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 6 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY CONSTRUCTION EQUIPMENT AND NOT MORE THAN 4 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND OPERATED TAMPLERS.
- 2. PLACE BACKFILL AND FILL SOIL MATERIALS EVENLY ON ALL SIDES OF STRUCTURES TO REQUIRED ELEVATIONS AND UNIFORMLY ALONG THE FULL LENGTH OF EACH STRUCTURE.
- 3. COMPACT SOIL MATERIALS TO NOT LESS THAN THE PLAN SPECIFIED PERCENTAGES OF MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 998 OR ASTM D 1557. (SEE CIVIL DETAILS FOR SUMMARY OF TRENCH BACKFILL AND BEDDING MATERIALS AND PLACEMENT SPECIFICATIONS).

STORM DRAINAGE

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GENERAL UTILITY NOTES

- 1. THE CONTRACTOR SHALL HANDLE AND STORE PIPE, FITTINGS, GASKETS, AND RELATED APPURTENANCES IN ACCORDANCE WITH MANUFACTURERS WRITTEN RECOMMENDATIONS.
- 2. THE CONTRACTOR SHALL HANDLE MANHOLES, DROP INLETS, CURB INLETS, PIPE END COMPONENTS AND RELATED APPURTENANCES ACCORDING TO MANUFACTURERS WRITTEN INSTRUCTIONS.
- 3. ALL PIPE, FITTINGS, GASKETS, AND SEALS SHALL BE PROTECTED FROM DIRT AND DAMAGE.
- 4. ALL STORM SEWER LINES SHALL BE TELEVISED AND THE VIDEO REPORTS SUBMITTED TO THE ENGINEER FOR REVIEW.

AS-BUILT SURVEY

- 1. ALL ROLL OFF CONSTRUCTION DUMPSTERS SHALL BE FURNISHED BY WASTE PRO. PER THE CITY'S SOLID WASTE FRANCHISE AGREEMENT.
- 2. NO CONSTRUCTION EQUIPMENT OPERATION BETWEEN 10 PM AND 7 AM, PER THE CITY NOISE ORDINANCE.
- 3. ALL SANITARY AND STORM PIPING SYSTEMS SHALL BE VIDEO INSPECTED PRIOR TO SITE ACCEPTANCE.
- 4. A COPY OF THE VIDEO AND REPORT ARE TO BE PROVIDED TO THE CITY FOR REVIEW.
- 5. NO ON-SITE BURNING IS PERMITTED WITHIN THE CITY OF WINTER SPRINGS.
- 6. A MINIMUM OF 48 HOURS NOTICE IS REQUIRED PRIOR TO ALL INSPECTIONS.
- 7. THIS PARCEL'S SHARE OF THE AIRBOR MITIGATION FEE WILL BE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY.

AS-BUILT SURVEY

- 1. THE CONTRACTOR IS TO PROVIDE BARRICADES, SIGNS, FLAGMANS AND FLAG PERSONNEL AS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADEING, AND TRAFFIC DIVERSION IS TO CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION.
- 2. ALL ASPHALT PAVING MATERIALS, WORKMANSHIP AND INSTALLATION REQUIREMENTS SHALL COMPLY WITH THE STANDARD SPECIFICATIONS OF THE STATE DEPARTMENT OF TRANSPORTATION (DOT) 1 FOR THE STATE IN WHICH THE WORK OCCURS WITH SOME EXCLUSIONS. THE DOT PAVEMENT PROCEDURES AND SAFETY REQUIREMENTS SHALL GENERALLY NOT APPLY.

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- 2. ALL ASPHALT PAVING MATERIALS, WORKMANSHIP AND INSTALLATION REQUIREMENTS SHALL COMPLY WITH THE STANDARD SPECIFICATIONS OF THE STATE DEPARTMENT OF TRANSPORTATION (DOT) 1 FOR THE STATE IN WHICH THE WORK OCCURS WITH SOME EXCLUSIONS. THE DOT PAVEMENT PROCEDURES AND SAFETY REQUIREMENTS SHALL GENERALLY NOT APPLY.

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Table with 10 columns: No., Description, Date, etc. Includes project name 'Wendy's Store No. 12860' and location '1218 East State Road 124 Water Springs, FL 32708'.

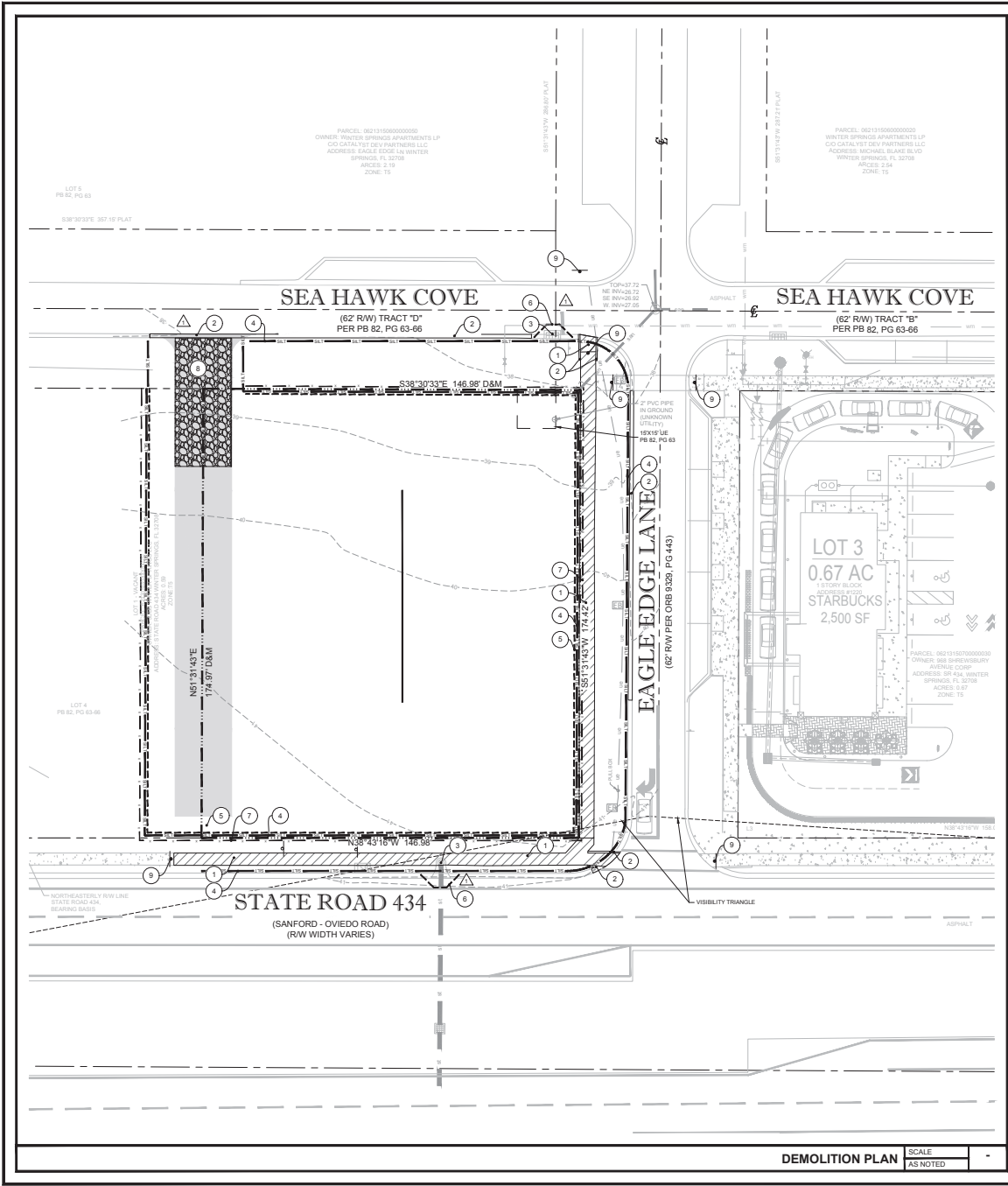
INFINITY GROUP, LLC logo and contact information: 1208 East Kennedy Boulevard, Suite 230, Tampa, Florida 33602. Phone: 813.434.4770. Website: www.infinitygroup.com.

Wendy's logo and address: 1180 Park Central Blvd. S. Suite 300, Pompano Beach, FL 33064. Contact: NISIT SAPPARKHAO, P.E., 1148-38-0500.

Professional Engineer Seal for NISIT SAPPARKHAO, P.E., No. 4088, State of Florida. Includes 'Digitally signed by NISIT SAPPARKHAO' and 'Wendy's Store No. 12860' information.

811 logo with text: 'know what's below. Call before you dig.' Includes 'Project No. 158-0400' and 'Date: 08/28/19'.

Professional Engineer Seal for NISIT SAPPARKHAO, P.E., No. 4088, State of Florida. Includes 'Digitally signed by NISIT SAPPARKHAO' and 'Wendy's Store No. 12860' information.

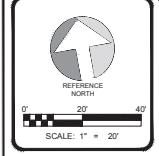


**LEGEND:**

---	PROPERTY LINE	---	EXISTING TO BE REMOVED
▨	EXISTING CONCRETE PAVEMENT TO REMAIN	---	EXISTING TO REMAIN
▨	EXISTING CONCRETE TO BE REMOVED	---	EXISTING STORM
▨	EXISTING ASPHALT PAVEMENT TO BE REMOVED	---	EXISTING SANITARY
⊗	EXISTING GRADE ELEVATION	---	EXISTING TELEPHONE
⊗	EXISTING TREE TO BE REMOVED	---	EXISTING UNDERGROUND ELECTRIC
		---	EXISTING OVERHEAD LINE
		---	EXISTING WATER
		---	EXISTING CONTOUR

- DEMOLITION NOTES:**
- CONTRACTOR TO DEMOLISH AND REMOVE ALL IMPROVEMENTS WITHIN LIMITS OF DEMOLITION SHOWN UNLESS OTHERWISE NOTED.
  - CONTRACTOR TO ESTABLISH AND PROPERLY FLAG PROPERTY LINES PRIOR TO DEMOLITION.
  - ALL ABOVE AND BELOW GROUND HARDWARE, EQUIPMENT AND MATERIALS TO BE DISPOSED OF IN ACCORDANCE WITH LOCAL MUNICIPALITY REQUIREMENTS.
  - UTILITIES TO BE PLUGGED SHALL BE FILLED WITH A MINIMUM 10 CUBIC FT. OF NON SHRINK GROUT OR AS OTHERWISE APPROVED BY ENGINEER.
  - TREES SHOWN TO REMAIN SHALL MAINTAIN PROTECTIVE BARRIERS DURING DEMOLITION. THESE BARRIERS SHALL BE IN ACCORDANCE WITH CURRENT LOCAL MUNICIPALITY STANDARDS.
  - THE CONTRACTOR SHALL COORDINATE THE REMOVAL OF EXISTING UTILITIES WITH THE OWNER OF SAID UTILITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO WATER, SEWER, GAS, CABLE TV, POWER AND TELEPHONE.
  - THE CONTRACTOR SHALL UTILIZE SUITABLE EROSION CONTROL DURING DEMOLITION, SEE "EROSION & SEDIMENT CONTROL DETAILS" ON SHEET C5.01.
  - THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND WILL BE RESPONSIBLE FOR THE DAMAGE OF ANY ON-SITE OR OFF-SITE UTILITIES THAT ARE NOT A PART OF THIS PROJECT OR ARE NOT IDENTIFIED TO BE REMOVED.
  - ALL DISTURBED AREA WITH THE RIGHT OF WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED.
  - THE CONTRACTOR SHALL REFER TO FDOT INDEX 600 1-12, 602, 603, AND 605 FOR CONSTRUCTION OF STREETSIDE PARKING ON SEAHAWK COVE AND EAGLE EDGE LANE.

- KEYED NOTES:**
- |   |   |
|---|---|
| 1 | EXISTING CONCRETE SIDEWALK AND RAMPS TO BE SAWCUT AND REMOVED.                          |
| 2 | EXISTING CONCRETE CURB TO BE SAWCUT AND REMOVED.  |
| 3 | EXISTING STORM DRAIN STRUCTURE TO REMAIN.   |
| 4 | EROSION CONTROL / SILT FENCE.   |
| 5 | LIMITS OF DEMOLITION.   |
| 6 | CONTRACTOR TO PROVIDE INLET PROTECTION MEASURE TO PREVENT SEDIMENT FROM ENTERING INLET. |
| 7 | 8' FENCE WITH GREEN OR BLACK OPAQUE FABRIC.   |
| 8 | CONSTRUCTION ENTRANCE   |
| 9 | SIDEWALK CLOSED SIGN, PER FDOT.   |



NO.	DESCRIPTION	DATE
1	Revised (Per City Comments, Board 03/03/20)	03/03/20
2	Revised (Per City Comments, Board 03/17/20)	03/17/20
3	Revised (Per City Comments, Board 03/19/20)	03/19/20
4	Revised (Per City Comments, Board 03/19/20)	03/19/20

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FL Cert. of Auth. No. 27889

Client Name and Address

**Wendy's**

1100 PARK CENTRAL BLVD S SUITE 3300, POMPANNO BEACH, FL 33064

NISIT SAPPARKHAO, P.E.  
FL REG. NO. 84695

Digitally signed by Nisit Sapparkhao DN: c=US, ou=Nisit Sapparkhao, email=nisit@regup.net  
Date: 2020.03.03 11:46:56 -05'00'

Project Name and Address

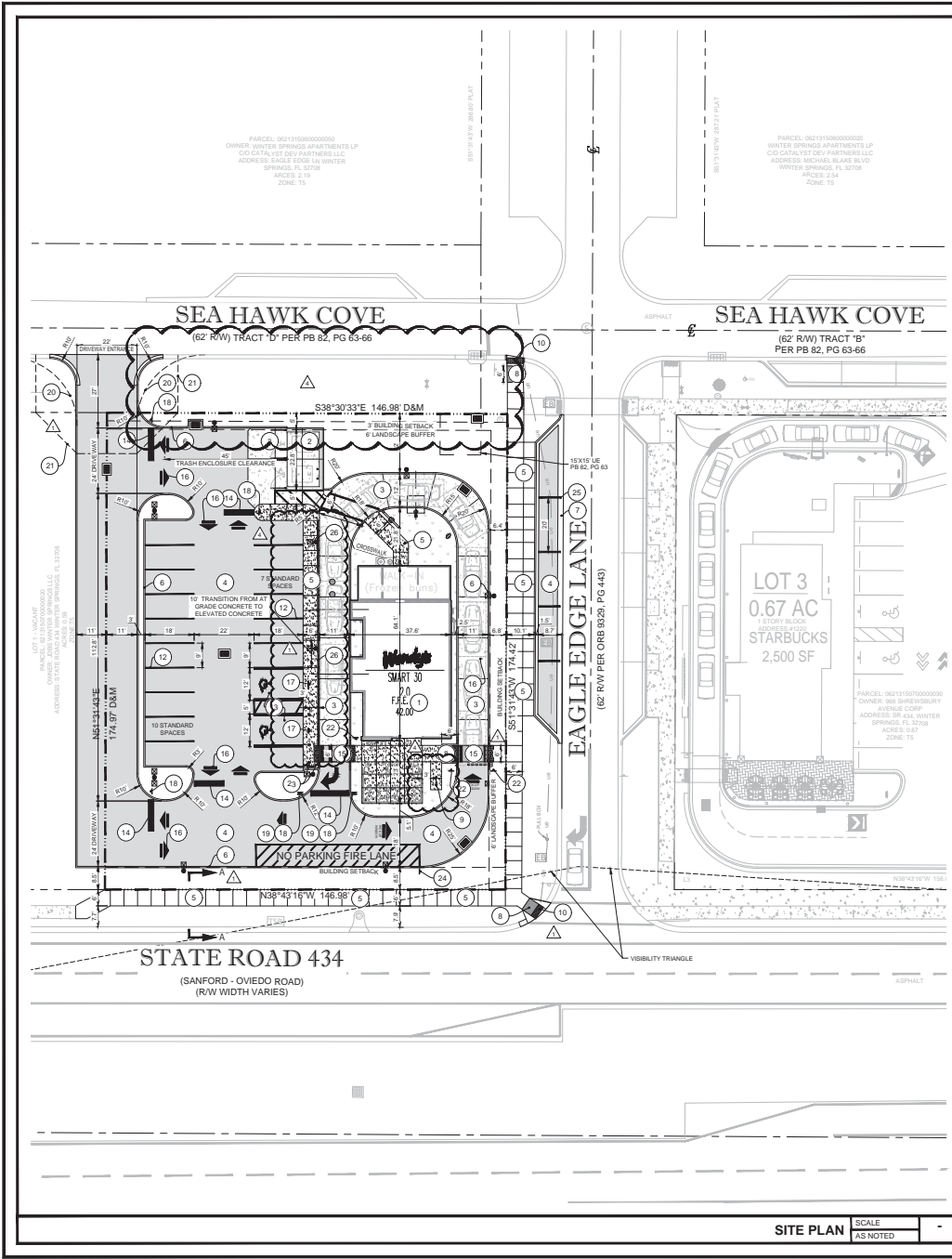
**WENDY'S STORE NO. 12660**  
1218 EAST STATE ROAD 244  
WINTER SPRINGS, FL 32708

Project No: 135-84-00  
Date: 08/28/19  
Scale: AS NOTED

Sheet No: **C01.01**

DEMOLITION PLAN

DEMOLITION PLAN SCALE AS NOTED



### SITE AREAS

EXISTING AREAS	SF / ACRE	PERCENT
GROSS AREA	= 25,677 SF / 0.59 AC	100.0%
PERVIOUS AREA	= 25,677 SF / 0.59 AC	100.0%
IMPERVIOUS AREA	= 0.5F / 0.00 AC	00.00%
BUILDING AREA:	= 0.5F / 0.00 AC	00.00%

PROPOSED AREAS	SF / ACRE	PERCENT
GROSS SITE AREA	= 25,677 SF / 0.59 AC	100.0%
PERVIOUS AREA	= 5,957 SF / 0.14 AC	23.20%
BUILDING AREA:	= 2,163 SF / 0.05 AC	8.42%
• SIDEWALK/PAVEMENT	= 16,924 SF / 0.39 AC	65.92%
• TRASH ENCLOSURE	= 633 SF / 0.01 AC	2.46%
IMPERVIOUS AREA	= 19,720 SF / 0.45 AC	76.80%

**SRJWMD ERP # 95027-011 ALLOWS FOR 80% IMPERVIOUS AREA ON LOT #2. SITE IS COMPLIANT WITH MASTER DRAINAGE CALCULATIONS.**

### SITE DATA

**SITE ADDRESS:** 1218 EAST STATE ROAD 434 WINTER SPRINGS, FL

**PARCEL NUMBER:** 06-21-31-507-0000-020

**SITE AREA:** 0.59 ACRES / 25,677 SQ FT

**BUILDING AREA:** 2,163 SQ FT

**EXISTING ZONING:** T-5 TOWN CENTER DISTRICT

**EXISTING LAND USE:** T-5 TOWN CENTER DISTRICT

**FUTURE LAND USE:** TOWN CENTER DISTRICT

**PARKING DATA**

REQUIRED	PROVIDED
TOTAL PARKING REQUIRED: 1 SPACES PER /100 SF	541 SF / 100 SF = 6 SPACES
PATRON USE AREA	
TOTAL PARKING PROVIDED:	
ON-STREET PARKING	= 5 SPACES
STANDARD PARKING	= 17 SPACES
HANDICAP PARKING	= 2 SPACES
TOTAL PARKING	= 24 SPACES

**BICYCLE PARKING**

REQUIRED	PROVIDED
NO SPECIFICATIONS	4 SPACES

**BUILDING SETBACK**

REQUIRED	PROVIDED
NORTH (REAR) WEST (SIDE)	= 3 FT = 66 FT (BUILDING)
EAST (SIDE)	= 0 FT = 20 FT
SOUTH (FRONT)	= 0 - 8 FT = 54.6 FT

**LANDSCAPE BUFFERS**

REQUIRED	PROVIDED
LANDSCAPE SETBACK NORTH	= 6 FT = 6 FT
LANDSCAPE SETBACK EAST	= 6 FT = 6 FT
LANDSCAPE SETBACK WEST	= 6 FT = 0 FT
LANDSCAPE SETBACK SOUTH	= 0 FT = 8 FT

**FRONTAGE BUILDOUT**

REQUIRED	PROVIDED
80%	26%

**FLOOD ZONE:**  
THIS BUILDING LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 121170016F, COMMUNITY NO. 120268, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 28, 2007.

**LEGAL:**  
LOT 3, W/ST OCEAN BLEU, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGES 37-38, PUBLIC RECORDS OF CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA.

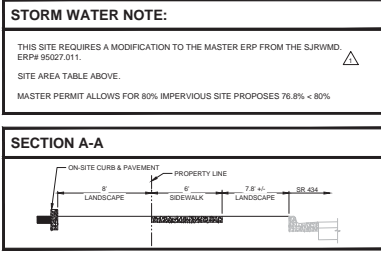
**GEOTECH REPORT ECS FLORIDA 05/02/19**

### STORM WATER NOTE:

THIS SITE REQUIRES A MODIFICATION TO THE MASTER ERP FROM THE SRJWMD ERP# 95027-011.

SITE AREA TABLE ABOVE.

MASTER PERMIT ALLOWS FOR 80% IMPERVIOUS SITE PROPOSES 76.8% < 80%



**SCALE**  
AS NOTED

**SITE PLAN**

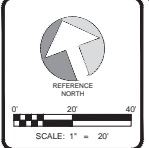
### LEGEND:

---	PROPERTY LINE	---	PROPOSED PAVEMENT
[Pattern]	EXISTING CONCRETE PAVEMENT TO REMAIN	---	EXISTING TO REMAIN
[Pattern]	PROPOSED CONCRETE PAVEMENT 6" OR GREATER	---	EXISTING GAS
[Pattern]	PROPOSED ASPHALT MILL/OVERLAY	---	EXISTING SANITARY
[Pattern]	PROPOSED ASPHALT PAVEMENT	---	EXISTING TELEPHONE
[Pattern]	PROPOSED LANDSCAPE (SOO GROUNDCOVER)	---	EXISTING UNDERGROUND ELECTRIC
		---	EXISTING OVERHEAD LINE
		---	EXISTING WATER
		---	EXISTING CONTOUR

- ### SITE PLAN GENERAL NOTES
- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF BUILDING.
  - EXISTING IMPROVEMENTS SHOWN ARE TAKEN FROM BOUNDARY & TOPOGRAPHIC SURVEY.
  - BUILDING AND SIDEWALK DIMENSIONS ARE TO OUTSIDE EDGE OF WALL.
  - ALL TIES TO THE PROPERTY LINE ARE BASED ON THE BOUNDARY & TOPOGRAPHIC SURVEY.
  - ALL CURB RADIUS ARE 5' UNLESS OTHERWISE NOTED.

- ### LANDSCAPE NOTE:
- CONTRACTOR TO RE-GRADE SURROUNDING GRADE ELEVATION AND RE-SOO AS NEED TO MEET PROPOSED TOP OF SIDEWALK ELEVATIONS.
  - CONTRACTOR SHALL REPLACE ALL DISTURBED LANDSCAPING TO MATCH EXISTING.
  - CONTRACTOR SHALL TIE INTO EXISTING IRRIGATION SYSTEM AND EXTEND NEW DRIP IRRIGATION AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.

- ### KEYED NOTES:
- NEW BUILDING (SEE ARCHITECTURAL DRAWINGS)
  - NEW DOUBLE MASONRY TRASH ENCLOSURE FINISHED TO MATCH THE BUILDING (SEE ARCHITECTURAL DRAWINGS)
  - NEW 6" CONCRETE PAVEMENT. SEE DETAILS, SHEET C12.01.
  - NEW ASPHALT PAVEMENT. SEE DETAILS, SHEET C12.01.
  - NEW 4" CONCRETE SIDEWALK. SEE PLAN FOR WIDTH. SEE DETAILS, SHEET C12.01.
  - NEW 6" X 18" VERTICAL CURB, 3-FOOT CURB TRANSITION AT PATHWAYS. SEE DETAILS, SHEET C12.01.
  - NEW "VALLEY" CURB. SEE DETAILS, SHEET C12.01.
  - NEW ADA RAMP. SEE DETAILS, SHEET C12.01.
  - NEW 2-STALL BICYCLE RACK. SEE DETAILS, SHEET C12.01. (TYPICAL OF 2)
  - NEW DETECTABLE WARNING. SEE DETAILS, SHEET C12.01.
  - NEW AREA LIGHT POLE. SEE ELECTRICAL SITE PLANS.
  - NEW 6-INCH "WHITE" PARKING/ISLE STRIPE (CONTINUOUS PAINT)
  - HANDICAP PARKING SPACES AND ACCESS ASBLE TO BE SIGNED AND MARKED. SEE DETAILS, SHEET C12.01.
  - NEW 24-INCH "WHITE" STOP BAR (CONTINUOUS PAINT)
  - 6-FOOT WIDE PAVER CROSSWALK, 12-INCH "WHITE" STRIPE @ 30" O.C. (CONTINUOUS PAINT)
  - NEW "WHITE" DIRECTIONAL ARROW (CONTINUOUS PAINT) (TYPICAL OF 15).
  - NEW HANDICAP PARKING SIGN(S) WITH BOLLARD (TYPICAL OF 2). SEE DETAILS, SHEET C12.02.
  - NEW 30" R1-1 "STOP" SIGN (TYPICAL OF 5). SEE DETAILS, SHEET C12.02.
  - NEW 30" R5-1 "DO NOT ENTER" SIGN (TYPICAL OF 2). SEE DETAILS, SHEET C12.02.
  - 25' RADIUS CLEAR ZONE.
  - SITE VISIBILITY TRIANGLE
  - PEDESTRIAN CROSSING SIGNS
  - NEW 6" BOLLARD(S) (TYPICAL OF 6). SEE DETAIL, SHEET C12.02.
  - NEW 12"x18" "NO PARKING FIRE LANE" SIGN (TYPICAL OF 1).
  - NEW 6-INCH "WHITE" PARKING STRIPE, CONTINUOUS THERMOPLASTIC PAINT (IN PUBLIC RIGHT-OF-WAY)
  - NEW STANDARD WENDY'S SAFETY HANDRAIL. SEE DETAILS, SHEET C12.03.



NO.	DATE	DESCRIPTION	BY	CHKD.
1	08/28/19	ISSUED FOR PERMIT	AS	AS
2	08/28/19	REVISION: PER CITY COMMENTS	AS	AS
3	08/28/19	REVISION: PER CITY COMMENTS	AS	AS
4	08/28/19	REVISION: PER CITY COMMENTS	AS	AS
5	08/28/19	REVISION: PER CITY COMMENTS	AS	AS
6	08/28/19	REVISION: PER CITY COMMENTS	AS	AS
7	08/28/19	REVISION: PER CITY COMMENTS	AS	AS
8	08/28/19	REVISION: PER CITY COMMENTS	AS	AS
9	08/28/19	REVISION: PER CITY COMMENTS	AS	AS
10	08/28/19	REVISION: PER CITY COMMENTS	AS	AS

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**Wendy's**

1100 PARK CENTRAL BLVD S SUITE 3300, POMPAN BEACH, FL 33064

Client Name and Address

**WENDY'S STORE NO. 12860**

1218 EAST STATE ROAD 434 WINTER SPRINGS, FL 32708

**SITE PLAN**

Project Name and Address

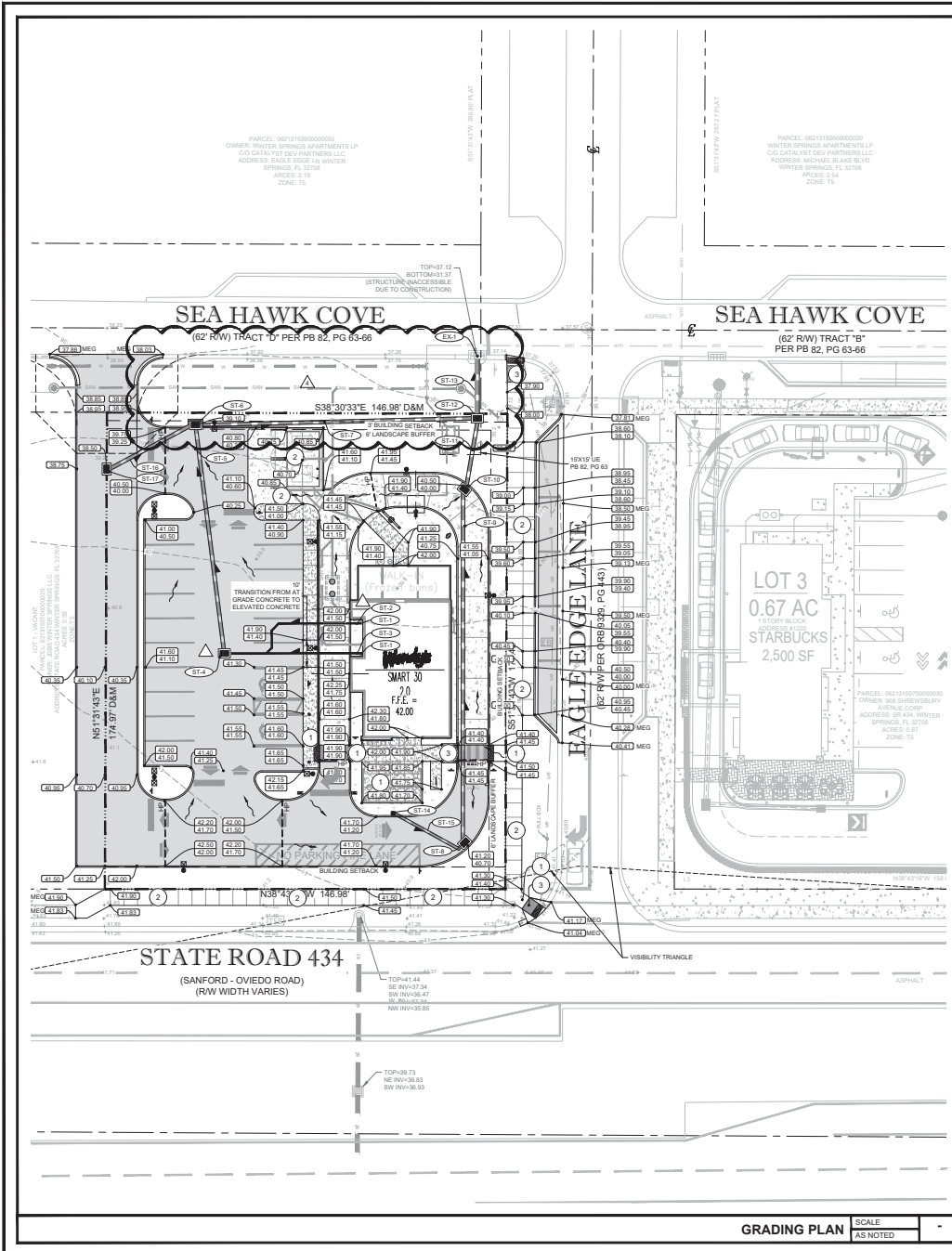
Project No. 135-84.00

Date: 08/28/19

Scale: AS NOTED

Sheet No. C02.01

Sheet Title



**GRADING PLAN** SCALE AS NOTED

**CONTROL BENCHMARKS**

ELEVATIONS BASED ON SEMINOLE COUNTY BENCHMARK #4733701, HAVING AN ELEVATION OF 44.4500 FEET, (NAVD 88).

NOTE: CONTRACTOR TO ESTABLISH CONTROL BENCHMARKS BEYOND LIMITS OF DEMOLITION PRIOR TO CONSTRUCTION.

**KEYED NOTES:**

- 1 SURFACE SLOPES NOT TO EXCEED 2.00% ALL DIRECTIONS.
- 2 SURFACE SLOPES NOT TO EXCEED 5.00% RUNNING AND 2.00% CROSS SLOPES.
- 3 SURFACE SLOPES NOT TO EXCEED 8.33% RUNNING AND 2.00% CROSS SLOPES.

**EXISTING STORM STRUCTURE/PIPING DATA**

EX-1 CURB INLET  
 TOP = 37.12  
 INV. (S) = 31.62 (18')

**STORM STRUCTURE/PIPING DATA**

ST-1 BUILDING DOWNSPOUT/CLEANOUT  
 TOP TO BE SET AT GRADE  
 (TYPICAL OF 2)  
 IE = 36.69  
 IE (N) = 33.00 (15')  
 IE (S) = 33.00 (15')

ST-2 43 LF OF 6" PVC @ 1.00% SLOPE

ST-3 48 LF OF 6" PVC @ 1.00% SLOPE

ST-4 TYPE "C" CATCH BASIN  
 FOOT INDEX NO. 232  
 GRATE = 41.60  
 IE (S) = 35.90

ST-5 84 LF OF 15" HDPE @ 1.00% SLOPE

ST-6 TYPE "C" CATCH BASIN  
 FOOT INDEX NO. 232  
 GRATE = 39.10  
 IE (E) = 34.88 (15')  
 IE (S) = 35.88 (15')  
 IE (W) = 35.00 (15')

ST-7 105 LF OF 15" HDPE @ 2.6% SLOPE

ST-8 TYPE "C" CATCH BASIN  
 FOOT INDEX NO. 232  
 GRATE = 40.70  
 IE (S) = 37.65  
 IE (SW) = 38.25

ST-9 130 LF OF 15" HDPE @ 3.5% SLOPE

ST-10 TYPE "C" CATCH BASIN  
 FOOT INDEX NO. 232  
 GRATE = 40.00  
 IE (N) = 33.00 (15')  
 IE (S) = 33.00 (15')

ST-11 28 LF OF 15" HDPE @ 2.7% SLOPE

ST-12 TYPE "C" CATCH BASIN  
 FOOT INDEX NO. 232  
 GRATE = 38.10  
 IE (N) = 32.00 (18')  
 IE (S) = 32.25 (15')  
 IE (W) = 32.28 (15')

ST-13 24 LF OF 18" HDPE @ 1.6% SLOPE

ST-14 YARD DRAIN  
 12" ADS  
 GRATE = 41.65  
 IE (S) = 38.50 (12')

ST-15 12 LF OF 8" HDPE @ 0.89% SLOPE

ST-16 35 LF OF 15" HDPE @ 1.4% SLOPE

ST-17 TYPE "C" CATCH BASIN  
 FOOT INDEX NO. 232  
 GRATE = 38.50  
 IE (E) = 35.50 (15')

**LEGEND**

- EL ELEVATION
- TYP TYPICAL
- CO CLEANOUT
- IE INVERT ELEVATION
- SE SUMP ELEVATION
- EXISTING ELEVATION
- PROPOSED PAVEMENT ELEVATION
- TOP OF SIDEWALK/CURB
- EDGE OF PAVEMENT
- DITCH BOTTOM INLET
- CURB INLET
- FFE FINISH FLOOR ELEVATION
- RCP REINFORCED CONCRETE PIPE
- ST-23 STORM SEWER STRUCTURE NUMBER
- EROSION CONTROL
- HP HIGH POINT
- MEG MATCH EXISTING GRADE
- DS BUILDING DOWN SPOUT
- 12" OR GREATER STORMWATER PIPE
- LESS THAN 12" STORMWATER PIPE
- PROPOSED SURFACE STORMWATER PIPE
- DIRECTION OF PIPE FLOW
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPERTY LINE
- EXISTING CONCRETE PAVEMENT TO REMAIN
- PROPOSED CONCRETE PAVEMENT LESS THAN 6"
- PROPOSED CONCRETE PAVEMENT 6" OR GREATER
- PROPOSED ASPHALT PAVEMENT
- PROPOSED LANDSCAPE (SOD GROUNDCOVER)
- PROPOSED PAVEMENT
- EXISTING TO REMAIN

**EROSION CONTROL MEASURE NOTES:**

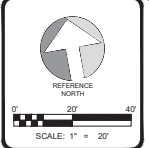
REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AS NEEDED AND MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS, AND INITIATION OF CIVIL PENALTY PROCEDURES.

**PAVING AND GRADING GENERAL NOTES**

1. SEE GENERAL NOTES SHEET FOR EROSION AND SILTATION CONTROL ALONG WITH GENERAL NOTES.
2. SEE SITE PLAN SHEET FOR SITE DATA.
3. SEE BOUNDARY & TOPOGRAPHIC SURVEY FOR TEMPORARY BENCH MARK (TBM) LOCATIONS.
4. THE CONTRACTOR SHALL MEET ALL REQUIREMENTS FOR LOCAL MUNICIPALITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION WITH REGARD TO IMPROVEMENTS WITHIN THEIR RESPECTIVE RIGHTS-OF-WAY.
5. ALL DISTURBED AREAS WITHIN RIGHTS-OF-WAY TO BE RETURNED TO MATCH EXISTING CONDITION.
6. ALL CLEANOUT TOP ELEVATION SHALL MATCH FINISH GRADE ELEVATIONS.
7. CONTRACTOR SHALL INSTALL EROSION CONTROL, SILT FENCE AROUND THE PERIMETER OF THE SITE AND MUST MAINTAIN THE SILT FENCE IN GOOD REPAIR UNTIL ALL CONSTRUCTION IS COMPLETE AND THE AREA IS STABILIZED.
8. THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO ANY CONSTRUCTION IF ANY PROBLEMS OR DISCREPANCIES EXIST.

**ADA ACCESSIBILITY NOTES**

1. ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
2. AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESS ROUTE SHALL BE A MINIMUM OF 48" WIDE. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
3. SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS); NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
4. IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALK/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
5. ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS COST.



NO.	DATE	DESCRIPTION	BY	CHKD.
1	08/28/19	ISSUED FOR PERMITS		
2	08/28/19	ISSUED FOR PERMITS		
3	08/28/19	ISSUED FOR PERMITS		
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5	08/28/19	ISSUED FOR PERMITS		

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**Wendys**

1100 PARK CENTER BLVD S SUITE 3300, POMPANO BEACH, FL 33064

PROJECT NO. 12660

1218 EAST STATE ROAD 244  
 WINTER SPRINGS, FL 32789

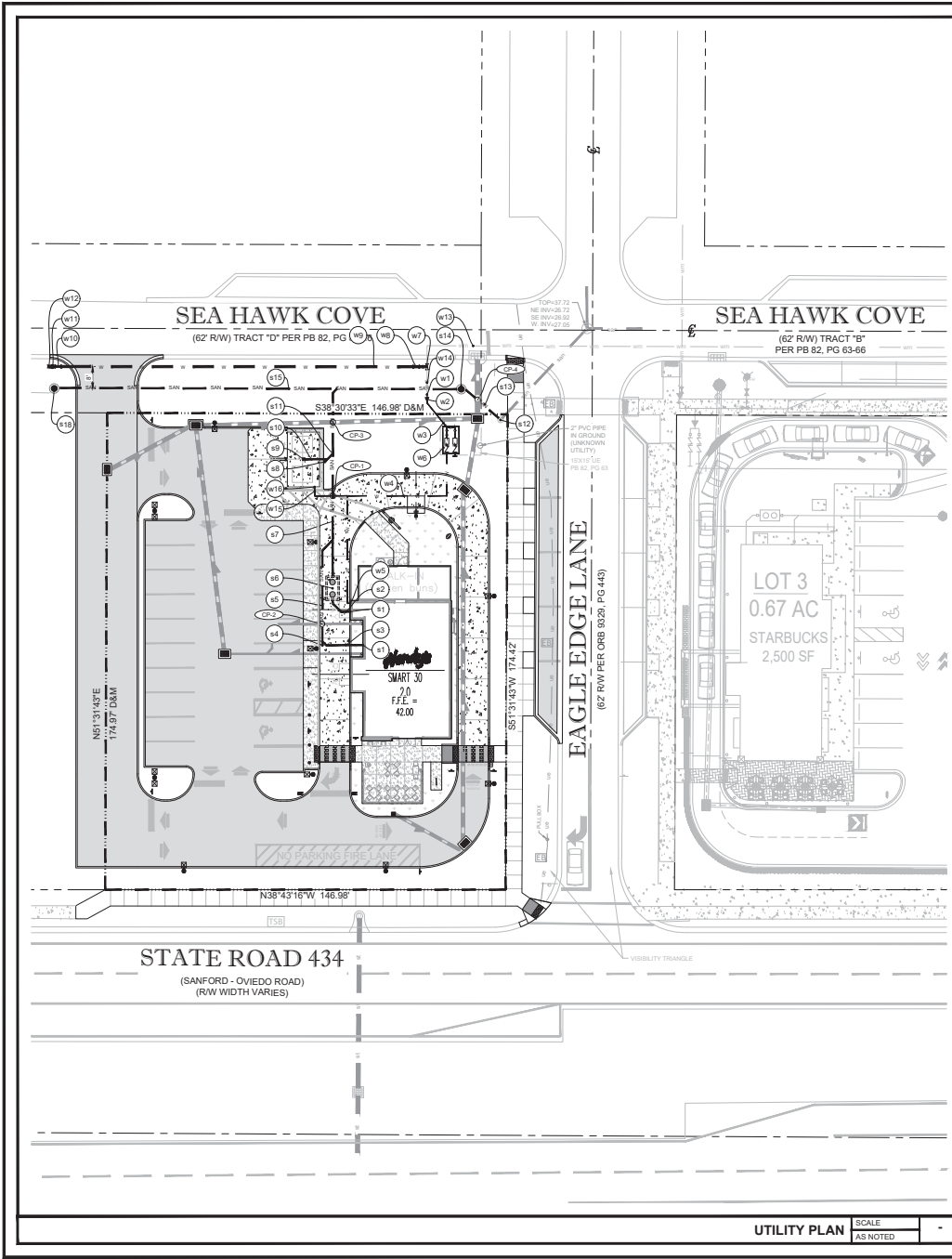
CLIENT: NISIT SAPPARAKHAO, P.E.  
 FL REG. NO. 64065

**GRADING PLAN**

Project Name and Address: WENDY'S STORE NO. 12660, 1218 EAST STATE ROAD 244, WINTER SPRINGS, FL 32789

Project No: 12660-04  
 Date: 08/28/19  
 Scale: AS NOTED

Sheet: C03.01

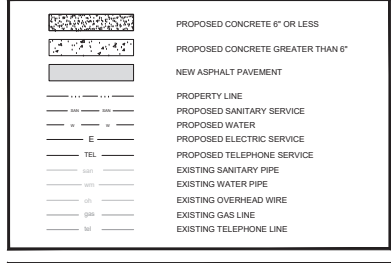


UTILITY PLAN SCALE AS NOTED

UTILITY SYSTEM DATA

WATER	
W1	TIE INTO AND EXTEND EXISTING 10" WATER MAIN
W2	10"x2" REDUCER
W3	13 LF 2" HDPE (POLY SERVICE PIPE) INSTALLED UP TO PROPOSED METER
W4	94 LF - 1 1/2" POLY PIPE WATER SERVICE LATERAL
W5	POINT OF CONNECTION TO BUILDING
W6	METER AND BACKFLOW. SEE DETAIL (THIS SHEET)
W7	10"x10" CUT-IN TEE
W8	10" GATE VALVE
W9	131 LF 10" PVC (C900) WATER MAIN
W10	10" GATE VALVE
W11	2" BLOWOFF ASSEMBLY
W12	2" CAP
W13	EXISTING 10" WATER MAIN
W14	EXISTING 10" GATE VALVE
W15	3/4" WATER SERVICE TO DUMPSTER WITH HOSE BB
W16	DOUBLE CHECK BACKFLOW PREVENTER REQUIRED AT DUMPSTER WATER SERVICE
SANITARY	
S1	6-INCH SEWER STUBOUT FROM BUILDING (BY PLUMBING CONTRACTOR). REFER TO BUILDING PLUMBING PLAN FOR EXACT LOCATION. CONSTRUCT SEWER CLEANOUT. CLEANOUT TOP ELEVATION SHALL MATCH PROPOSED GRADE. INV. EL. 38.00' (TYPICAL OF 2)
S2	8 LF - 6" SDR26 @ 1.0% SLOPE
S3	16 LF - 6" SDR26 @ 1.0% SLOPE
S4	CONSTRUCT SEWER CLEAN OUT - IE. 38.84
S5	40 LF - 6" SDR26 @ 7.6% SLOPE
S6	750 GALLON GREASE TRAP WITH TWO-WAY CLEANOUT. INLET IE. 38.84, OUTLET IE. 38.67
S7	40 LF - 6" SDR26 @ 1.0% SLOPE
S8	CONSTRUCT SEWER CLEAN OUT - IE. 35.51
S9	CONTRACTOR TO INSTALL 8x8 ADS YARD DRAIN IN CENTER OF DUMPSTER PAD. RIM = 40.65, INV = 29.15
S10	12 LF - 6" SDR26 @ 5.0% SLOPE
S11	CONNECT TO SEWER LATERAL. INV = 28.65
S12	CORE DRILL 8" SEWER MAIN INTO EXISTING MANHOLE - TOP=38.78, E. INV=27.28, N. IE. 28.00
S13	18 LF - 6" SDR26 @ 0.625% SLOPE
S14	NEW SANITARY MANHOLE, RIM = 38.00, SE INV. = 28.10, W INV. = 28.20
S15	149 LF - 6" SDR26 @ 0.45% SLOPE
S16	NOT USED
S17	NOT USED
S18	NEW SANITARY MANHOLE, RIM = 39.60, INV. = 28.75
ELECTRIC	
E1	TBD
E2	TBD
TELEPHONE	
T1	TBD
T2	TBD

LEGEND



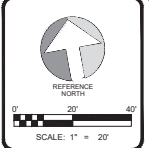
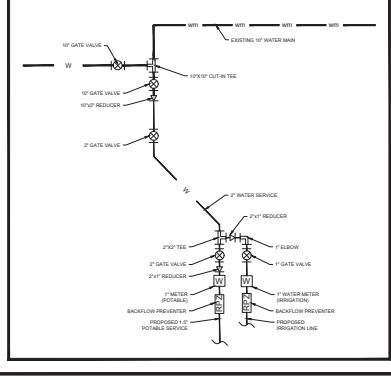
UTILITY NOTES

- CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES WITHIN THE LIMITS OF CONSTRUCTION AND ADVISE THE ENGINEER OF RECORD OF ANY CONFLICTS IMMEDIATELY.
- CONTRACTOR SHALL NOTIFY AND COORDINATE WATER SERVICE WITH LOCAL MUNICIPALITIES UTILITIES DEPARTMENT.
- CONTRACTOR SHALL NOTIFY AND COORDINATE SEWER SERVICE WITH LOCAL MUNICIPALITIES UTILITIES DEPARTMENT.
- CONTRACTOR TO COORDINATE INSTALLATION OF ELECTRICAL POWER SERVICE WITH LOCAL ELECTRIC COMPANY.
- CONTRACTOR TO INSTALL PVC CONDUIT FOR TELEPHONE SERVICE (TO PROPERTY LINE) AND COORDINATE INSTALLATION OF SERVICE WITH TELEPHONE OPERATIONS.
- SEE ALTA/NSPS LAND TITLE SURVEY FOR LOCATION OF OTHER EXISTING UTILITIES.
- SEE CIVIL SPECIFICATIONS AND REFERENCE DRAWING SHEETS FOR ADDITIONAL UTILITY NOTES.
- ALL ON-SITE PVC WATER SERVICE AFTER METER SHALL BE SCHEDULE 80 OR PRESSURE RATED HDPE (POLY PIPE).
- ALL CROSSINGS OF WATER AND SEWER LINES MUST MAINTAIN PROPER CLEARANCE (SEE CIVIL SPECIFICATIONS AND REFERENCE DRAWING SHEETS).
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE CITY/TOWNS STANDARD CONSTRUCTION AND UTILITY REQUIREMENTS.
- TREES SHALL NOT BE PLANTED WITHIN 10 FEET FROM THE WATER MAIN.
- ALL CLEANOUT TOP ELEVATION SHALL MATCH FINISH GRADE ELEVATIONS.

UTILITY CROSSING

CP-1 6" SDR26 (SEWER) - EL. = 28.80' 1.5" POLY PIPE (WATER) - EL. = 38.40' CLEARANCE - 9.10' (109.2')	CP-4 6" SDR26 (SEWER) - EL. = 28.20' 15" HDPE (STORM) - EL. = 31.9' CLEARANCE - 2.97' (35.64')
CP-2 6" SDR26 (SEWER) - EL. = 38.06' TOP OF 6" PVC (STORM) - EL. = 37.20' CLEARANCE - 0.86' (10.33')	CP-5 1.5" POLY PIPE (WATER) - EL. = 38.80' 15" HDPE (STORM) - EL. = 32.54' CLEARANCE - 3' (36')
CP-3 6" SDR26 (SEWER) - EL. = 28.55' 15" HDPE (STORM) - EL. = 33.55' CLEARANCE - 4.5' (54')	

SERVICE CONNECTION DETAIL (NOT TO SCALE)



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**INFINITY**  
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**Wendys**  
1100 PARK CENTRAL BLVD. S. SUITE 3000, POMPANO BEACH, FL 33064

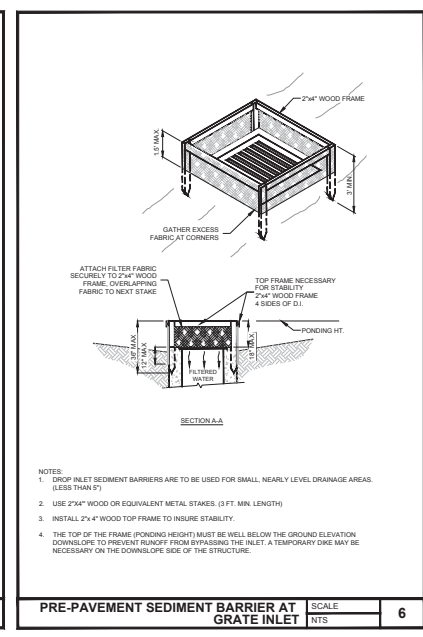
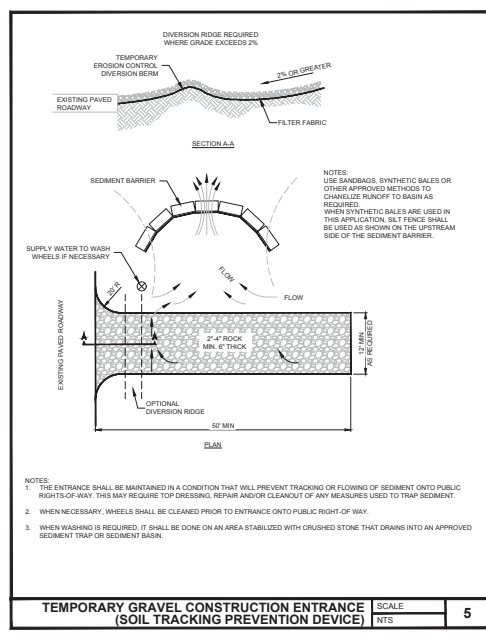
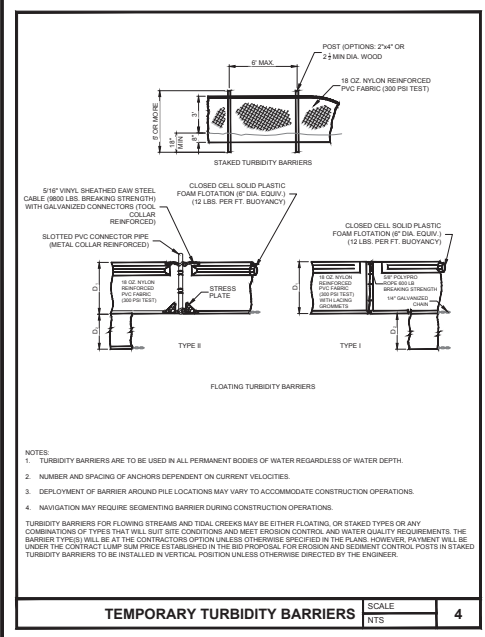
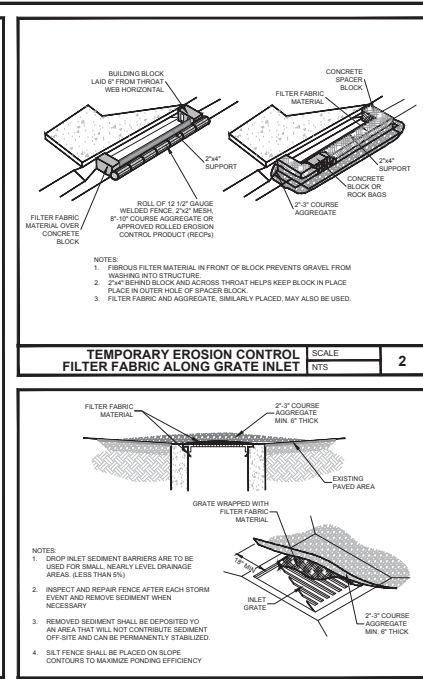
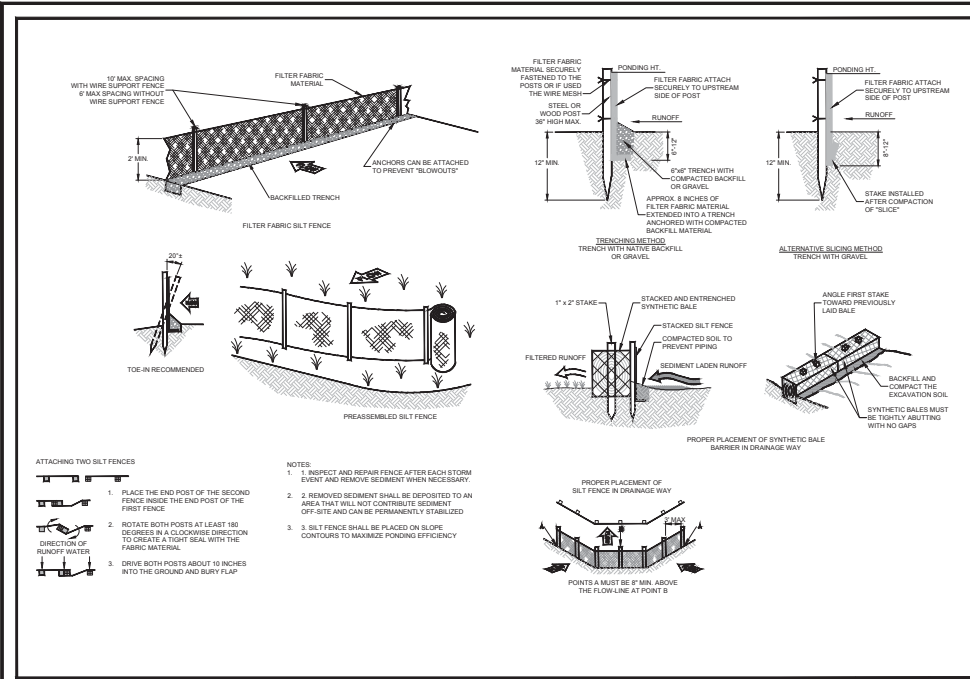
NISIT SAPPARKHAO, P.E.  
FL REG. NO. 64685

Project Name and Address  
**WENDY'S STORE NO. 12660**  
1218 EAST STATE ROAD 204  
WINTER SPRINGS, FL 32788

Project No.  
135-34.00Date  
08/28/19  
Scale  
AS NOTED

Sheet Title  
**UTILITY PLAN**

Sheet  
**C04.01**



**EROSION AND SEDIMENT CONTROL NOTES**

- GENERAL NOTES:**
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
  - THE BITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
  - ADDITIONAL PROTECTION, ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINED DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
  - CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
  - THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST MANAGEMENT PRACTICES (BMP) AND MOST CURRENT EROSION AND SEDIMENT CONTROL PRACTICES. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THE PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
- PRE-CONSTRUCTION SITE PROTECTION:**
- EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION. SEE DETAIL SHEET FOR TYPICAL CONSTRUCTION.
  - ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
  - DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
  - SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHILE DEPOSITS ARE STILL MOIST. THE HEIGHT OF THE BARRIER OR INLET REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
  - ALL DISTURBED AREAS ARE TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, SYNTHETIC BALES, AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAGED SOLID SOIL.
- SITE PROTECTION:**
- THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED PROPERLY. A TRENCH SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 6 INCHES. BARRIERS IF STAKED, THE EXCAVATED SOIL OR GRAVEL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER. USING WIRE BACKFILL FOR SUPPORT IS DISCOURAGED DUE TO DISPOSAL PROBLEMS.
  - WATER OR SLURRY USED TO CONTROL DUST SHALL BE RETAINED ON THE SITE AND NOT ALLOWED TO RUN DIRECTLY INTO WATERCOURSE OR STORMWATER CONVEYANCE SYSTEMS.
  - SPECIAL AREAS SHALL BE DESIGNATED AS VEHICLE AND EQUIPMENT WASHING AREAS AND SUCH AREAS SHALL NOT ALLOW RUNOFF TO FLOW DIRECTLY INTO WATERCOURSE OR STORMWATER CONVEYANCE SYSTEMS.
  - SILT FENCE BARRIERS ARE NOT TO BE USED WHERE CONCENTRATED FLOWS OF WATER ARE ANTICIPATED SUCH AS DRAINAGE DITCHES, AROUND INLETS OR ABOVE/BELLOW WHERE CULVERTS DISCHARGE.
  - SYNTHETIC BALES, SANDBAGS OR OTHER APPROVED DEVICE FACED WITH FILTER FABRIC SHALL BE USED IN HIGH VOLUME AREAS TO DECREASE THE RUNOFF VELOCITY AND SHALL BE SECURELY ANCHORED.
  - ALL DEVICES INCLUDING SILT FENCE FILTER BARRIERS, SYNTHETIC BALES AND/OR SANDBAGS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BARRIERS, END RUNS AND UNDERCUTTING BENEATH BARRIERS.
  - ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
  - SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USAGE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
- STORM DRAIN INLET PROTECTION:**
- 2 INCH, 3 INCH COARSE AGGREGATE SHALL BE PLACED OVER THE FILTER FABRIC. THE DEPTH OF STONE SHALL BE AT LEAST 6 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
  - IF STONE FILTERS BECOME CLOGGED WITH SEDIMENT SO THAT THEY NO LONGER ADEQUATELY PERFORM THEIR FUNCTION, THE STONES MUST BE RUALED AWAY FROM THE INLET, CLEANED AND REPLACED.
- POST-CONSTRUCTION SITE PROTECTION:**
- ALL DEWATERING, EROSION AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
  - ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER TEMPORARY BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDS. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA IN SUCH A MANNER THAT IT WILL NOT ERODE.
  - ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
  - SOIL SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.

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**Wendy's**  
 1180 PARK CENTRAL BLVD S SUITE 3300, POMPANON BEACH, FL 33064

**NISSIT SAPPARKHADO, P.E.**  
 FL REG. NO. 84065  
 Digitally signed by Nisit Sapparkhad DN: cn=US, o=Nisit Sapparkhad, email=nisit@ngro.com  
 Date: 2020.01.03 11:49:44 -0500

**WENDY'S STORE NO. 12660**  
 1216 EAST STATE ROAD 254  
 WATER SPRINGS, FL 32798

**EROSION & SEDIMENT CONTROL DETAILS**

Project Name and Address: Wendy's Store No. 12660  
 Scale: AS NOTED  
 Date: 08/28/19  
 Sheet: C05.01

OWNER'S REQUIREMENTS		CONTRACTOR'S REQUIREMENTS				
SITE DESCRIPTION		GENERAL	STABILIZATION PRACTICES EROSION AND SEDIMENT CONTROLS	OTHER CONTROLS	HAZARDOUS PRODUCTS	MAINTENANCE/INSPECTION PROCEDURES
<p>PROJECT NAME AND LOCATION: WENDY'S STORE NO. 12660 1218 EAST STATE ROAD 434 WINTER SPRINGS, FL</p> <p>PROPERTY OWNER: JOBS WINTER SPRINGS LLC 10931 N DALE MABRY HIGHWAY TAMPA, FLORIDA 33614-4112</p> <p>SITE ADDRESS: 1218 EAST STATE ROAD 434 WINTER SPRINGS, FL</p> <p>DESCRIPTION: CONSTRUCT NEW BUILDING AND PARKING LOT. MODIFY EXISTING SMS AS REQUIRED TO ACCOMMODATE IMPROVEMENTS PER AUTHORITIES WITH JURISDICTION. SOIL DISTURBING ACTIVITIES WILL INCLUDE RE-GRADING, CONSTRUCTION OF FACILITY</p> <p>SOILS: SEE SOIL REPORT</p> <p>SITE MAPS: SEE ATTACHED GRADING PLAN FOR PRE &amp; POST DEVELOPMENT GRADES, AREAS OF SOILS, DISTURBANCE, LOCATION OF SURFACE WATERS, WETLANDS, PROTECTED AREAS, MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS AND STORMWATER DISCHARGE POINTS. SEE ATTACHED EROSION &amp; TURBIDITY CONTROL PLAN FOR TEMPORARY STABILIZATION PRACTICES, AND TURBIDITY BARRIERS SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p> <p>NAME OF RECEIVING WATERS: EXISTING INLETS</p>		<p>THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IN ADDITION THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS, DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE REQUIRED TO ADD FLOCCULANTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SYSTEM INTO OPERATION.</p> <p><b>SEQUENCE OF MAJOR ACTIVITIES</b></p> <p>THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:</p> <ol style="list-style-type: none"> <li>INSTALL STABILIZED CONSTRUCTION ENTRANCE</li> <li>INSTALL SILT FENCES AND HAY BALES AS REQUIRED</li> <li>CLEAR AND GRUB FOR DIVERSION SWALES/DIKES AND SEDIMENT BASIN</li> <li>CONSTRUCT SEDIMENTATION BASIN</li> <li>CONTINUE CLEARING AND GRUBBING</li> <li>STOCK PILE TOP SOIL IF REQUIRED</li> <li>PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED</li> <li>STABILIZE DENuded AREAS AND STOCKPILES AS SOON AS PRACTICABLE</li> <li>INSTALL STORM SEWER AND IRRIGATION</li> <li>COMPLETE GRADING AND INSTALL PERMANENT SEEDING/SOD AND PLANTING</li> <li>REMOVE ACCUMULATED SEDIMENT FROM BASINS</li> <li>WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES/DIKES AND RESEED/SOD AS REQUIRED</li> </ol> <p><b>TIMING OF CONTROLS/MEASURES</b></p> <p>AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND HAY BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASIN WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED PERMANENTLY IN ACCORDANCE WITH THE PLANS. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAPS AND THE EXPOSED AREAS WILL BE REGRADDED/REMOVED AND STABILIZED IN ACCORDANCE WITH THE EROSION &amp; TURBIDITY CONTROL PLAN.</p>	<ol style="list-style-type: none"> <li>HAY BALE BARRIER: HAY BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS: <ul style="list-style-type: none"> <li>A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.</li> <li>B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.</li> <li>C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.</li> <li>D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAIN BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PRODUCE ANCHOR BALES TO INSURE AGAINST WASHOUT.</li> </ul> </li> <li>EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAIN BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PRODUCE ANCHOR BALES TO INSURE AGAINST WASHOUT.</li> <li>FILTER BALE BARRIER: FILTER BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS: <ul style="list-style-type: none"> <li>A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.</li> <li>B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.</li> </ul> </li> <li>BRUSH BARRIER WITH FILTER BARRIER: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.</li> <li>LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT/FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE APPLIED ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL LP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCRETE AFTER RELEASE.</li> <li>STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.</li> <li>EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, RAW EXPOSED SOIL EXPOSED BY CLEARING AND GRUBBING ACTIVITIES TEMPORARILY OR PERMANENTLY CEASED SHALL NOT EXCEED TO ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREAS WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.</li> <li>INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LOADED STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS WHICH MAY CONTRIBUTE SEDIMENT TO THE INLET.</li> <li>TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.</li> <li>TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 1/2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDING AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.</li> <li>TEMPORARY GRASSING: THE SEEDLED OR SEEDING AND MULCHED AREAS SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX &amp; AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.</li> <li>TEMPORARY REGRASSING: IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.</li> <li>MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS INTENDED AND AS WERE ORIGINALLY DESIGNED AND CONSTRUCTED.</li> <li>PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.</li> <li>PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION SHALL BE SEED AS A MINIMUM BE SEED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM PERSISTENT AND FAST GROWING SPECIES. SLOPES STEEPER THAN 4:1 SHALL BE SEED AND MULCHED OR SODDED.</li> </ol>	<p>WASTE DISPOSAL</p> <p>WASTE MATERIALS ALL WASTE MATERIALS EXCEPT LAND CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. THE DUMPSTER WILL BE EMPLOYED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT. THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.</p> <p>HAZARDOUS WASTE</p> <p>ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.</p> <p>SANITARY WASTE</p> <p>ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE TOILETS AND HELD IN A CONTAINER. THE WASTE WILL BE COLLECTED AND DEPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR PORTABLE TOILETS AND SEPTIC SYSTEMS.</p> <p>OFFSITE VEHICLE TRACKING</p> <p>A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEP DAILY BY A TRUCK WITH A DRY BRUSH. DIRT AND TRASH FROM THE SITE, DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARP/AULN.</p>	<p>THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.</p> <p>* PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE.</p> <p>* ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT INFORMATION.</p> <p>* IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURERS OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.</p> <p>PRODUCT SPECIFIC PRACTICES THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE:</p> <p>PETROLEUM PRODUCTS</p> <p>ALL ONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVED REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURERS' RECOMMENDATIONS.</p> <p>FERTILIZERS</p> <p>FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORMWATER. STORAGE WILL BE IN COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.</p> <p>PANTS</p> <p>CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT BEING USED. EXCESS PART WILL NOT BE EXPOSED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH THE MANUFACTURERS' INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.</p> <p>CONCRETE TRUCKS</p> <p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>	<p>* THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB, WHICHEVER COMES FIRST.</p> <p>* TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.</p> <p>* A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS ATTACHED. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORMWATER MANAGEMENT PLANS. THE REPORTS WILL BE MADE AND RETAINED AS PART OF THE WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.</p> <p>* THE SITE SUPERINTENDENT WILL SELECT UP TO THREE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.</p> <p>* PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE ACTIVITIES WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.</p> <p>NON-STORMWATER DISCHARGES</p> <p>IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:</p> <p>* WATER FROM WATER LINE FLUSHING</p> <p>* PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).</p> <p>* UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION).</p> <p>ALL NON-STORMWATER DISCHARGE WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE.</p>
<b>CONTROLS</b>		<b>CONTROLS</b>	<b>CONTROLS</b>	<b>STRUCTURAL PRACTICES</b>	<b>MAINTENANCE/INSPECTION PROCEDURES</b>	<b>MAINTENANCE/INSPECTION PROCEDURES</b>
<p>THIS PLAN UTILIZES BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND TURBIDITY CAUSED BY STORMWATER RUN OFF. AN EROSION AND TURBIDITY PLAN HAS BEEN PREPARED TO INSTRUCT THE CONTRACTOR ON PLACEMENT OF THESE CONTROLS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL AND MAINTAIN THE CONTROLS PER PLAN AS WELL AS ENSURING THE PLAN IS PROVIDING THE PROPER PROTECTION AS REQUIRED BY FEDERAL, STATE AND LOCAL LAWS. REFER TO "CONTRACTORS RESPONSIBILITY" FOR A VERBAL DESCRIPTION OF THE CONTROLS THAT MAY BE IMPLEMENTED.</p>		<p>IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY. TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE, THE CONTRACTOR WILL ADJUST THE EROSION AND TURBIDITY CONTROLS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED BY THE EROSION AND TURBIDITY CONTROL PLAN AND AS REQUIRED TO MEET THE EROSION AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.</p>	<p>DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LOADED STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS WHICH MAY CONTRIBUTE SEDIMENT TO THE INLET.</p> <p>TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.</p> <p>TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 1/2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDING AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.</p> <p>TEMPORARY GRASSING: THE SEEDLED OR SEEDING AND MULCHED AREAS SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX &amp; AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.</p> <p>TEMPORARY REGRASSING: IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.</p>	<p>CONCRETE</p> <p>Asphalt</p> <p>Tar</p> <p>Detergents</p> <p>Paints</p> <p>Flintstones</p> <p>Petroleum Based Products</p> <p>Cleaning Solvents</p> <p>Roofing Materials</p> <p>Metal Studs</p> <p>Wood</p> <p>Refractory Blocks</p> <p>Insulating Materials</p>	<p>ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY. SPILLS OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL.</p> <p>THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED. THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS, WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. HE/SHE WILL DESIGNATE AT LEAST ONE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP. THE NAMES OF RESPONSIBLE SPILL PERSONNEL WILL BE POSTED IN THE MATERIAL STORAGE AREA AND IF APPLICABLE, IN THE OFFICE TRAILER ONSITE.</p>	<p>* THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB, WHICHEVER COMES FIRST.</p> <p>* TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.</p> <p>* A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS ATTACHED. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORMWATER MANAGEMENT PLANS. THE REPORTS WILL BE MADE AND RETAINED AS PART OF THE WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.</p> <p>* THE SITE SUPERINTENDENT WILL SELECT UP TO THREE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.</p> <p>* PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE ACTIVITIES WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.</p> <p>NON-STORMWATER DISCHARGES</p> <p>IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:</p> <p>* WATER FROM WATER LINE FLUSHING</p> <p>* PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).</p> <p>* UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION).</p> <p>ALL NON-STORMWATER DISCHARGE WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE.</p>
<b>TIMING OF CONTROLS/MEASURES</b>		<b>SPILL PREVENTION</b>	<b>SPILL PREVENTION</b>	<b>HAZARDOUS PRODUCTS</b>	<b>HAZARDOUS PRODUCTS</b>	<b>HAZARDOUS PRODUCTS</b>
<p>REFER TO "CONTRACTORS RESPONSIBILITY" FOR THE TIMING OF CONTROLS/MEASURES.</p>		<p>MATERIAL MANAGEMENT PRACTICES</p> <p>THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORMWATER RUNOFF.</p> <p>* AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.</p> <p>* ALL MATERIALS STORED ONSITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, WHERE POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.</p> <p>* PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURERS LABEL.</p> <p>* SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.</p> <p>* WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER.</p> <p>* MANUFACTURERS' RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.</p> <p>* THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ONSITE RECEIVE PROPER USE AND DISPOSAL.</p>	<p>GOOD HOUSEKEEPING</p> <p>THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.</p>	<p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>	<p>CONCRETE TRUCKS</p> <p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>	<p>CONCRETE TRUCKS</p> <p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>
<b>OWNER'S CERTIFICATION</b>		<b>OWNER'S CERTIFICATION</b>	<b>OWNER'S CERTIFICATION</b>	<b>OWNER'S CERTIFICATION</b>	<b>OWNER'S CERTIFICATION</b>	<b>OWNER'S CERTIFICATION</b>
<p>I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY KNOWLEDGE OF THE PERSONS OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.</p> <p>SIGNED: _____ OWNER / OPERATOR</p> <p>DATED: _____</p>		<p>GOOD HOUSEKEEPING</p> <p>THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.</p>	<p>GOOD HOUSEKEEPING</p> <p>THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.</p>	<p>CONCRETE TRUCKS</p> <p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>	<p>CONCRETE TRUCKS</p> <p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>	<p>CONCRETE TRUCKS</p> <p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>
<b>GENERAL INFORMATION</b>		<b>GENERAL INFORMATION</b>	<b>GENERAL INFORMATION</b>	<b>GENERAL INFORMATION</b>	<b>GENERAL INFORMATION</b>	<b>GENERAL INFORMATION</b>
<p>PERMITS HAVE BEEN OBTAINED.</p> <p>DEP STANDARD GENERAL NO. _____</p> <p>DEP NPDES PERMIT NO. _____</p>		<p>GOOD HOUSEKEEPING</p> <p>THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.</p>	<p>GOOD HOUSEKEEPING</p> <p>THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.</p>	<p>CONCRETE TRUCKS</p> <p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>	<p>CONCRETE TRUCKS</p> <p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>	<p>CONCRETE TRUCKS</p> <p>CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.</p>

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POINCIAN BEACH, FL 33064

**NISS SAPPARKHAO, P.E.**  
FL REG. NO. 84005

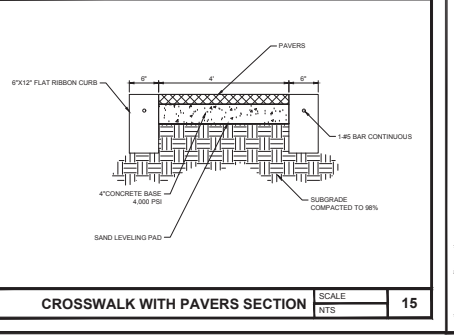
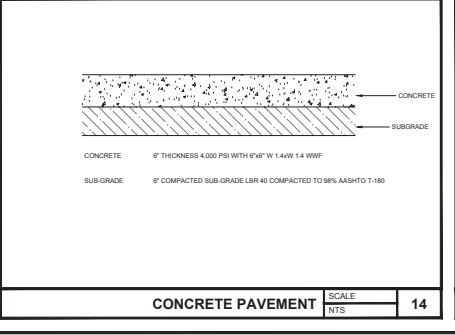
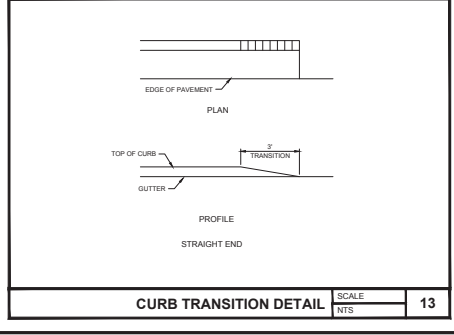
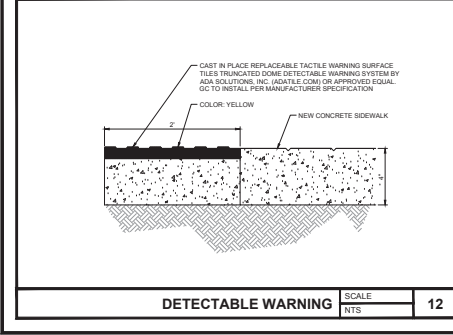
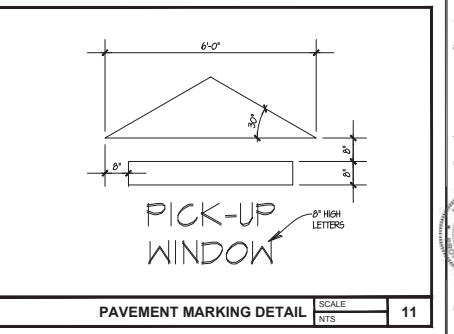
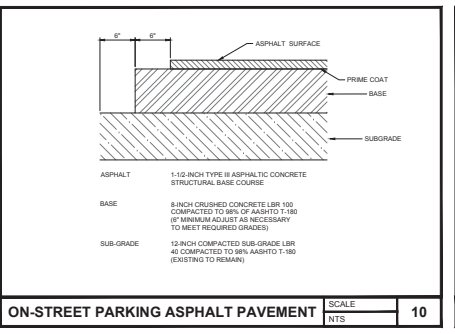
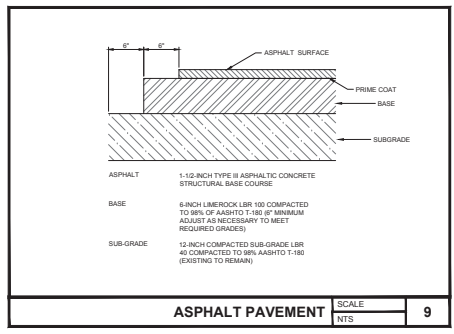
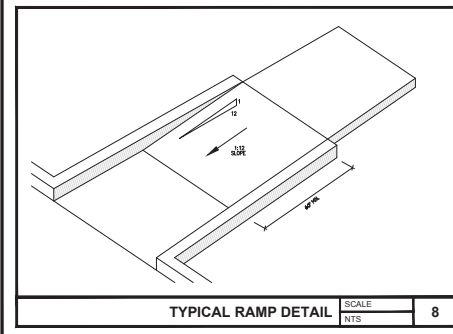
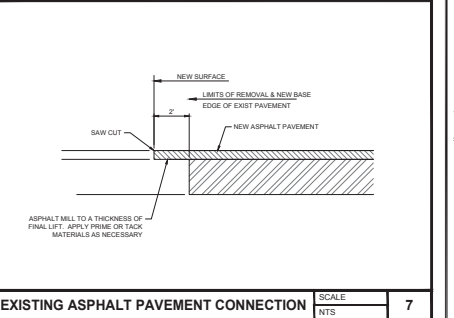
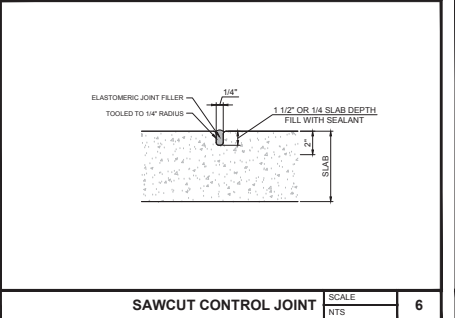
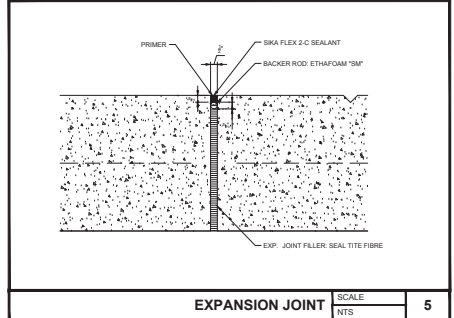
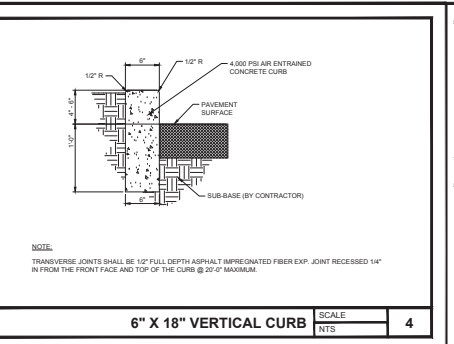
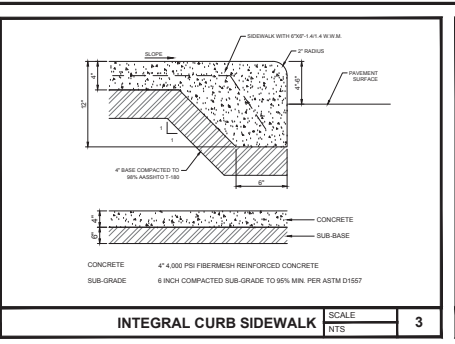
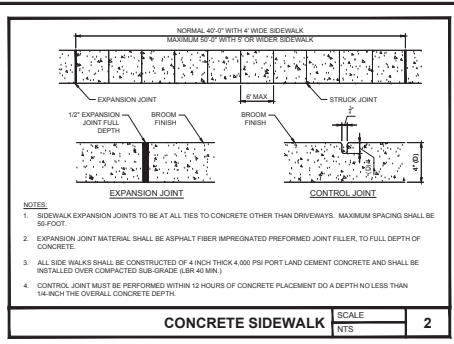
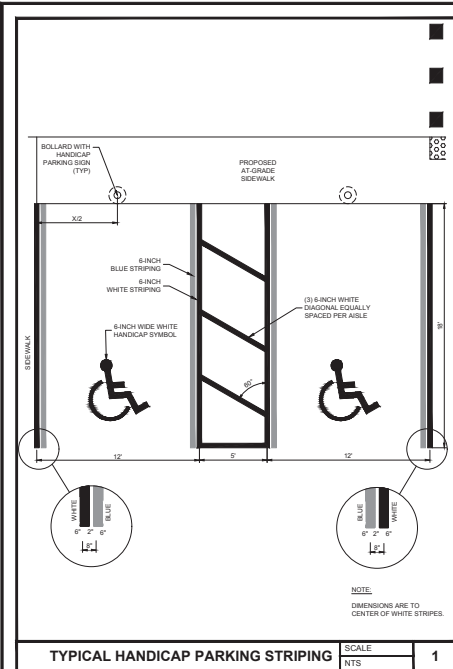
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DN: c=US, cn=Nisit Sapparkhao, email=nisit@infinitygroup.net  
Date: 2020.08.28 13:50:20 -0400

**SWPPP GENERAL REQUIREMENTS**

Project Name and Address:  
**WENDY'S STORE NO. 12660**  
1218 EAST STATE ROAD 434  
WINTER SPRINGS, FL 32778

Project No.: 156-84.00  
Date: 08/28/19  
Scale: AS NOTED

**C06.01**



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**INFINITY**  
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FL Cert. of Auth. No. 27889

Client Name and Address  
**Wendy's**  
1100 PARK CENTRAL BLVD S SUITE 3300  
POINCIANE BEACH, FL 33064

NSIT SAPPARKHAO, P.E.  
FL REG. NO. 68065  
Digitally signed by Nisit Sapparkhao  
DN: c=US, cn=Nisit Sapparkhao, email=nsit@igrogroup.net  
Date: 2020.01.03 11:50:13 -0500

Project Name and Address  
**WENDY'S STORE NO. 12660**  
1218 EAST STATE ROAD 204  
WINTER SPRINGS, FL 32789

Project No.: 135-84-00  
Date: 08/28/19  
Scale: AS NOTED

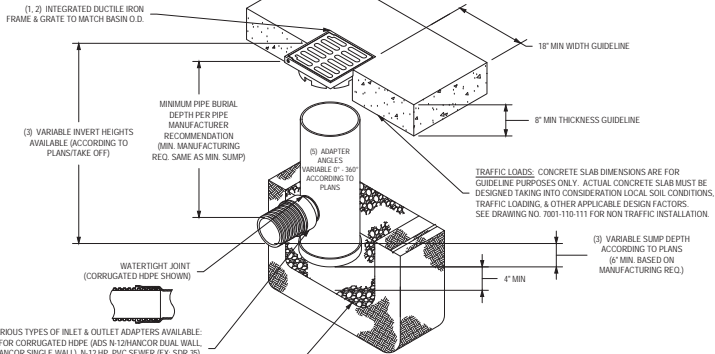
Sheet Title: **DETAILS**

Sheet No.: **C12.01**





**NYLOPLAST 12" DRAIN BASIN: 2812AG \_ \_ X**



GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-20	1296COP	7001-110-202
STANDARD	MEETS H-20	1296CSE	7001-110-203
SOLID COVER	MEETS H-20	1296CSC	7001-110-204
PEDESTRIAN BRIDGE	N/A	1296CSP	7001-110-205
DCME	N/A	1296CSD	7001-110-206
CRIP/R GRATE	LIGHT DUTY	1201C	7001-110-021

- GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05 WITH THE EXCEPTION OF THE BRIDGE GRATE.
- FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
- DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. REVISIONS ARE NEEDED FOR BACKFLOW OR DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-046
- DRAINAGE CONNECTION STOP JOINT TIGHTNESS SHALL CONFORM TO ASTM D2272 FOR CORRUGATED HDPE (ADD N-12HANCOR DUAL WALL) 12-1/2" x 4" PVC SEWER.
- ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 300°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012

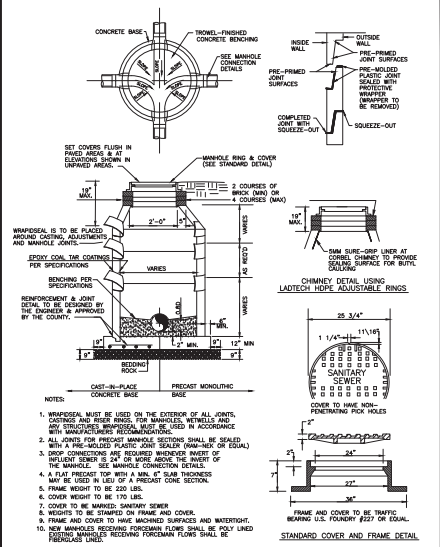
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DRAWN BY: EBC  
DATE: 03-29-06  
REVISOR: MMH  
DATE: 03-11-16  
DWG SIZE: A  
SCALE: 1:20  
SHEET: 1 OF 1

**Nyloplast**  
310 VERNON AVE  
BURLINGTON, GA 30719  
PHN (770) 932-2443  
FAX (770) 932-2490  
www.nyloplast-us.com

**12 IN DRAIN BASIN QUICK SPEC INSTALLATION DETAIL**  
REV: E

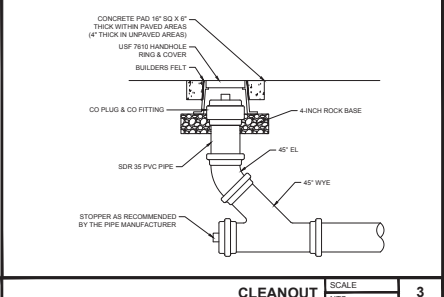
**12 INCH YARD DRAIN** SCALE: NTS



- NOTES:
- NYLOPLAST MUST BE USED ON THE EXTERIOR OF ALL JOINTS, JOINTS AND REEF RINGS. FOR MANHOLES, RETIERS AND ADAPTERS. REVISIONS MUST BE USED IN ACCORDANCE WITH NYLOPLAST'S RECOMMENDATIONS.
  - ALL JOINTS FOR PRECAST MANHOLE SECTIONS SHALL BE SEALED WITH A PRE-MANUFACTURED PLASTIC JOINT SEALER (NYLOPLAST OR EQUAL).
  - JOINT CONNECTIONS ARE REQUIRED UNLESS THE INVERT OF THE MANHOLE IS 24" OR MORE ABOVE THE INVERT OF THE ADAPTER. SEE MANHOLE CONNECTION DETAIL.
  - A 1/4" RIGID JOINT SEALER IS TO BE USED IN ALL MANHOLES. IT MAY BE USED IN LIEU OF A PRECAST CONE SECTION. FRAME HEIGHT TO BE 200 LBS.
  - COVER WEIGHT TO BE 170 LBS.
  - COVER IS TO BE MARKED: SWEETNEY'S SERIES.
  - WEIGHTS TO BE STAMPED ON FRAME AND COVER.
  - FRAME AND COVER TO HAVE FINISHED SURFACES AND WATER-TIGHT.
  - NEW MANHOLES RECEIVING FORDOMAN FLOWS SHALL BE POLY LINED PERMANENTLY.
  - NEW MANHOLES RECEIVING FORDOMAN FLOWS SHALL BE POLY LINED PERMANENTLY.

SEW. CO. OCT 2012 305

**PRECAST CONCENTRIC CONCRETE MANHOLE** SCALE: NTS



**CLEANOUT** SCALE: NTS

NO.	DATE	DESCRIPTION
1	08/28/19	NYLOPLAST 12" DRAIN BASIN
2	08/28/19	NYLOPLAST 12" DRAIN BASIN
3	08/28/19	NYLOPLAST 12" DRAIN BASIN
4	08/28/19	NYLOPLAST 12" DRAIN BASIN
5	08/28/19	NYLOPLAST 12" DRAIN BASIN
6	08/28/19	NYLOPLAST 12" DRAIN BASIN
7	08/28/19	NYLOPLAST 12" DRAIN BASIN
8	08/28/19	NYLOPLAST 12" DRAIN BASIN
9	08/28/19	NYLOPLAST 12" DRAIN BASIN
10	08/28/19	NYLOPLAST 12" DRAIN BASIN

**INFINITY ENGINEERING GROUP, LLC**  
1208 East Kennedy Boulevard  
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Fax: 813-445-4211  
www.infinityeng.net  
FL Cert. of Auth. No. 27889

**Wendy's**  
1100 PARK CENTRAL BLVD S SUITE 3300, POMPAN BEACH, FL 33064

**NISIT SAPPARKHAD, P.E.**  
FL REG. NO. 66065

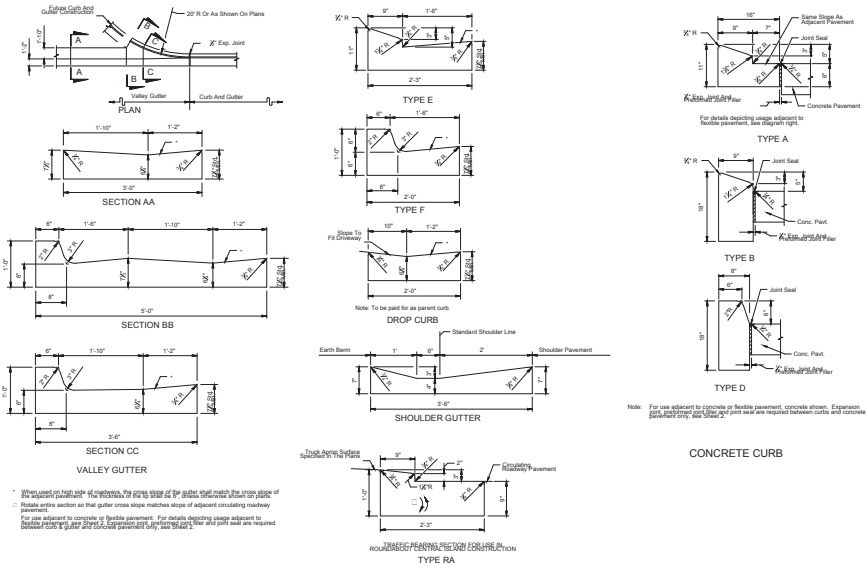
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**WENDY'S STORE NO. 12660**  
Project Name and Address: 1218 EAST STATE ROAD #24 WINTER SPRINGS, FL 32789

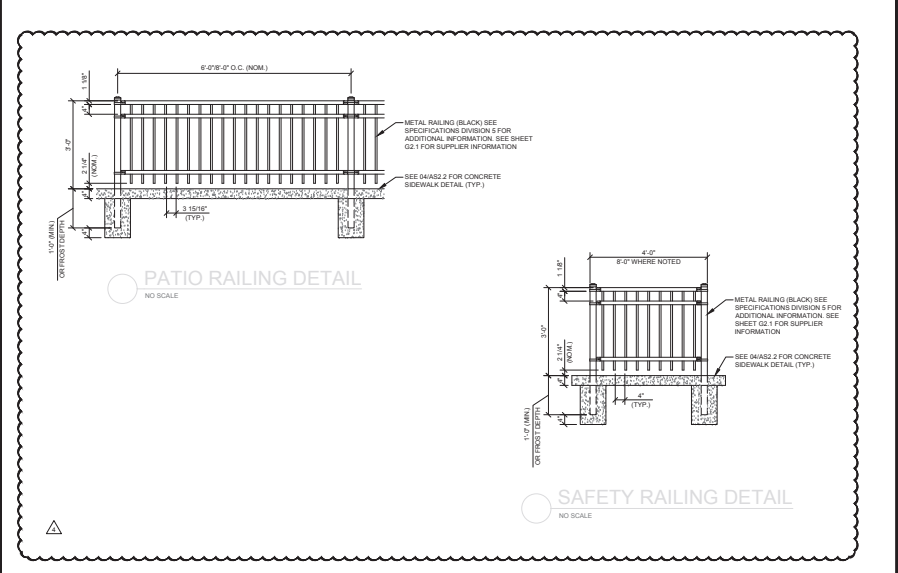
**DETAILS**

Project No: 135-84-00  
Date: 08/28/19  
Scale: AS NOTED

Sheet Title: **C12.03**



**FDOT INDEX 300 - CONCRETE CURB AND GUTTER** SCALE: NTS



**WENDY'S STANDARD SAFETY HANDRAIL** SCALE: NTS

Project No: 135-84-00  
Date: 08/28/19  
Scale: AS NOTED

Sheet Title: **C12.03**

**LANDSCAPE NOTES**

1. Work under these documents shall consist of preparation of planting areas, furnishing all new plant materials and planting all proposed plant materials specified herein and as shown on the drawings, notes and specifications. This includes adjustments to finished grading, furnishing and spreading topsoil, staking, watering, pruning, fertilizing, mulching, and laying sod; and maintenance and protection of plants until final acceptance by the OWNER, as well as fulfilling all guarantee provisions.
2. Locations, elevations and dimensions of existing above and below ground utilities, structures, and other features are shown according to the best information available at the time of the preparation of these plans, but do not purport to be absolutely correct. The LANDSCAPE CONTRACTOR shall field verify the locations, elevations and dimensions of all existing features affecting his work prior to construction. The LANDSCAPE CONTRACTOR shall become familiar with all plans prepared by others that affect the landscape and irrigation work. Any discrepancies shall be brought to the attention of the LANDSCAPE ARCHITECT or OWNER.
3. It shall be the LANDSCAPE CONTRACTOR'S sole responsibility to notify any interested agencies or parties of his intent to excavate and to obtain from all agencies or other interested parties locations of all existing utilities of every kind in the areas where he intends or plans to excavate. Such locations shall be obtained prior to starting construction and shall be maintained during construction. 48 hours before beginning work, contractor may call the utility owner(s) and "SUNSHINE STATE ONE" (TELEPHONE: 1-800-282-5661).
4. The LANDSCAPE CONTRACTOR shall interfere with other work being performed by other contractors. It will be necessary for the LANDSCAPE CONTRACTOR to coordinate and schedule activities, where necessary, with other contractors and their subcontractors.
5. The LANDSCAPE CONTRACTOR shall control runoff and erosion during construction through the use of sediment basins, silt fences or any basins as appropriate.
6. The LANDSCAPE CONTRACTOR shall sprinkle or otherwise manually apply water to affected construction area to control both significant wind erosion and fugitive dust. Also refer to Civil Engineering Drawings for sediment control provided by General Contractor and Site Contractor as part of site work.
7. The LANDSCAPE CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or debris caused by his crew during the performance of the work. The LANDSCAPE CONTRACTOR shall remove all waste materials, debris, unused plant material, empty plant containers and all equipment from the project site, on a daily basis.
8. The LANDSCAPE CONTRACTOR shall be responsible for removing existing vegetation on required and proposed planting areas prior to installation of plant materials.
9. The LANDSCAPE CONTRACTOR shall insure adequate vertical drainage in all planted areas. Where applicable, vertical drilling through hardpan and compacted fill may be used to insure drainage. The LANDSCAPE CONTRACTOR shall insure that his work does not impact established or projected drainage patterns.
10. The GENERAL CONTRACTOR, in coordination with the LANDSCAPE CONTRACTOR, shall select a protected area of the site to be used as a free-drain construction-related parking or staging area during the construction process. For the stockpiling of the horizon "O" (litter layer) and "A" (topsoil layer) of the site soil profile.
11. Any new or additional topsoil brought on site shall fall in the pH range of 4.5 to 6.5, prior to addition of fertilizers or organic amendments to support plant life. Organic content of topsoil shall be between 3% and 15%, with pH of 4.5 - 6.5.
12. The LANDSCAPE CONTRACTOR shall test project soils to verify that the on-site soils are acceptable for proper growth of plant materials and adequate drainage in plant beds and planters. The LANDSCAPE CONTRACTOR shall coordinate the location and procurement of suitable on-site samples and replacement soils with the LANDSCAPE ARCHITECT. Representative samples shall be submitted to a certified testing laboratory for analysis. The findings shall be reviewed and approved by the OWNER or LANDSCAPE ARCHITECT prior to delivery and installation of planting materials at the job site.
13. The GENERAL CONTRACTOR shall carry out compaction and infiltration test in accordance with the written specifications.
14. Soil in parking islands and within eight feet of curbs and buildings shall be removed to a minimum depth of six inches for shrubs and groundcovers, and 18 inches within six feet of trees, and replaced with fully amended topsoil to support plant life. See Specifications for further detail concerning topsoil makeup, depth, etc.
15. When working within existing tree canopy drip lines, LANDSCAPE CONTRACTOR shall take precaution to avoid cutting major tree roots of >1" diameter. Shallow the position of the plant a few inches may help to avoid damaging tree roots. Use an air rifle or water jet to blow soil out of the way to find structural roots. Berylate roots with water, immediately. If jack and bore technique is required, the process shall be executed at least 12" below the existing grade to avoid root trees.
16. When outside of tree canopy drip line, any roots of existing trees encountered during installation, and obstructing installation, shall be cut off, evenly, with clean, sharp pruning tools. Minimize damage to existing tree systems. Where possible, hand saw above ground existing roots to avoid damaging them.
17. The LANDSCAPE CONTRACTOR shall be responsible for removing all tree stakes and guy wires from trees which are established at the end of one (1) complete growing season. Trees which have been replaced shall remain staked for one (1) full growing season, and the owner shall be responsible for removing tree stakes and guy wires. Staking materials shall be disposed off site.
18. All existing plant beds and trees to remain within the construction limit line shall be left undisturbed. Existing trees, as noted on the drawings, shall be left undisturbed and protected by wooden bermdades erected at the perimeter of the tree drip line(s). No vehicle shall traverse this area nor shall any storage of materials or equipment be permitted within this area. Any existing plant beds or trees damaged by construction activity shall be replaced by the responsible party at their own expense.
19. Every possible safeguard shall be taken to protect building surfaces, equipment, furnishings and existing plant areas to remain (including lawn). The LANDSCAPE CONTRACTOR is responsible for any damage or injury to person or property that may occur as a result of negligence in the execution of the LANDSCAPE CONTRACTOR'S work. GENERAL CONTRACTOR shall be responsible for removal of construction debris within one (1) foot of building foundation.
20. All planting areas shall be free of debris by the LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR shall notify OWNER if site grading is inappropriate for the health of plant material.
21. The OWNER shall have the right to reject any and all work and materials which, in the OWNER'S opinion, do not meet the requirements of the planting plan, details, specifications and these notes. The LANDSCAPE CONTRACTOR shall replace rejected work and continue specified maintenance until reinspected and acceptance. The LANDSCAPE CONTRACTOR shall remove rejected plants and materials from the planting site within 48 hours and replace with acceptable materials. No chains or cables shall be used when installing plant material.
22. No plant or material substitutions or modifications to practices specified or detailed in these documents will be permitted without prior written consent of the LANDSCAPE ARCHITECT or OWNER. If specified materials are not available, LANDSCAPE CONTRACTOR shall identify the extent and quality of the proposed substitution and submit, in writing, along with a recommended substitution that meets or exceeds the initial requirement. If the use of larger plants is approved, the root ball shall be increased in proportion to the size of the plant per Grades and Standards. Minimum container or caliper size of trees may be increased, if necessary, to ensure overall plant size specified.
23. Prior to planting installation, the LANDSCAPE CONTRACTOR shall confirm the availability of all the specified plant materials, and take arrangements with the LANDSCAPE ARCHITECT if reviewing and mutually field tagging (specify plant materials), at least 2 weeks prior to procurement and delivery to the job site. The LANDSCAPE ARCHITECT of record may inspect plants at nursery. Review of Grades and Standards will occur at time of delivery at site.
24. Except for characteristic otherwise specified in these documents, all plants shall adhere to qualifications of Florida No. 1 grade, or better, as set forth in the Florida Department of Agriculture and Consumer Services "Florida Grades and Standards for Nursery Plants 2015", and including any revisions as determined by the State Plant Board of Florida. LC shall refer to said document prior to selecting and delivering plant materials. Where there are discrepancies between the Florida Grades and Standards and the descriptions and specifications found in the plans, notes and specifications of this document, this document shall prevail. Plants called out as "Specimen" shall be Florida Fancy or better, per above mentioned standard.
25. While LANDSCAPE ARCHITECT, OWNER, or OWNER'S AUTHORIZED REPRESENTATIVE may provide input through joint visits to nurseries with the LANDSCAPE CONTRACTOR, selection of the plant is the responsibility of the LANDSCAPE CONTRACTOR. Inspection of plants shall occur at the site, and on the day of delivery.
26. LANDSCAPE CONTRACTOR shall hire an objective third-party to review the quality of the plants where delivered to the site. See Grades and Standards for related information.

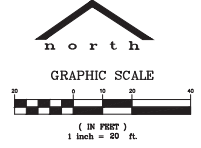
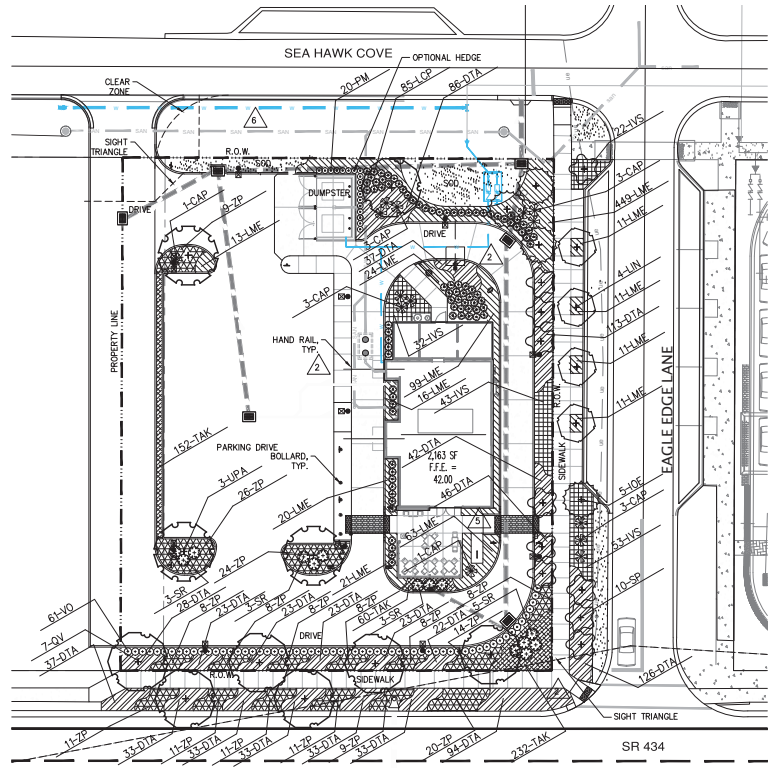
27. The plant quantities shown on the landscape contract documents are for the convenience of the LANDSCAPE CONTRACTOR. Where there are discrepancies in plant quantities, the plan prevails. Spacing of plant material shall not be less than that indicated for planting areas. The LANDSCAPE CONTRACTOR is responsible for verifying all quantities and reporting any discrepancies to the LANDSCAPE ARCHITECT for clarification prior to award of contract and commencement of work.
28. Balled and Burrapped (B&B) trees shall be nursery grown and shall be hardened off with vigorous fibrous non-woody roots, visible outside the ball wrap. Certification of this shall be presented through the balled root wrapping to the OWNER. Representative or LANDSCAPE ARCHITECT from any grower, distributor, transporter, or installer shall be protected from detection and other damage per ANSI A500/Part 9-2012, section 63.6.2. No chains or cables shall be used when installing plant materials. LANDSCAPE CONTRACTOR may contact "The Florida Grower Association at (800) 897-4001 for names of some nurseries practicing these methods. All other trees to be container grown or as specified.
29. All plants shall be hardy under climatic conditions similar to those in the locality of the project.
30. As per these drawings and specifications, the "TL" (Detail) of proposed plant materials, unless otherwise specified, shall mean the actual distance as measured from the soil surface mark on the trunk or base of the plant to the top elevation of the plant. All plants shall comply with Grades and Standards for root ball size, relative to specified plant height and width.
31. All installation of plant material and related construction activity shall comply with applicable jurisdictional codes. The LANDSCAPE CONTRACTOR is responsible for obtaining all permits associated with his work.
32. The LANDSCAPE CONTRACTOR shall field stake the location of all shrub and ground cover plant bed outlines and individual trees, palms, and accent shrubs in accordance with the plans. The LANDSCAPE CONTRACTOR shall obtain the LANDSCAPE ARCHITECT'S approval to proceed with installation; prior to delivery and installation of the plant material. If existing conditions do not allow the design to be laid out as shown on plans, notify the LANDSCAPE ARCHITECT or OWNER immediately.
33. All proposed trees shall be installed either entirely in or entirely out of planting beds. Planting bed outlines shall not be obstructed and shall be smooth and flowing. If trees are located outside of beds in road areas, maintain a minimum 3' wide offset to allow for mowers to maneuver.
34. No trees shall be planted within designated utility corridors or public right of way WITHOUT OF ANY UTILIZATION PERMIT. No plants shall be located within four feet (4') of any utility or weak centerline identified on the drawings. Field-adjust as necessary and review adjustments with LANDSCAPE ARCHITECT or OWNER prior to installation.
35. The LANDSCAPE CONTRACTOR shall be responsible for the selection and plumb condition of all installed plant materials and replacing any damaged plant material with plants of equal size and condition of remaining thriving plants, at no cost to the owner. At an additional cost to the owner, it shall be the contractor's responsibility to prevent plants and trees from falling or being blown over and to replace all plants damaged due to inadequate guying or staking.
36. All proposed planting areas for trees, palms, shrubs, and groundcovers shall be top dressed with three (3) inches of either specified Fine needle or Pine Bark Suggest mulch spread uniformly in depth over the planting beds as delineated on the plans. Mulch shall not be installed within one (1) foot of buildings. The landscape scope of work includes mulching as an integral part of the project and not as a separate cost work item.
37. The LANDSCAPE CONTRACTOR shall verify the extent of sod work in the field. The LANDSCAPE CONTRACTOR shall be responsible for providing grass seed in the areas shown on the plan and disturbed by construction activity to provide full coverage. Additional seed required will be adjusted based on a square footage unit price. The surface of all areas to be grained or sodded shall be prepared for the placement of seed by the LANDSCAPE CONTRACTOR. Areas to be sodded shall be amended per soils report to provide required nutrients, organic matter, etc. in the topsoil. The LANDSCAPE CONTRACTOR shall remove all debris from the areas as shown on the plan to receive sod and lay sod evenly without gaps. All joints shall be staggered. Topsoil depth in sodded areas shall be minimum 3" and graded to elevations per Civil engineering plans.
38. All other areas disturbed during construction shall be sodded or seeded and mulched with Argentine Bahia grass unless otherwise specified on the plans, details or specifications. If grass seed is specified, it shall be delivered to the job in containers with Florida Department of Agriculture tags attached, indicating the seed grower's compliance with the department's quality program.
39. The LANDSCAPE CONTRACTOR shall water, mulch, weed, prune, and otherwise maintain all plants, including sod, until the irrigation system is fully operational and final acceptance by the OWNER. All plant materials shall be watered to insure plant survival, in accordance with Florida Grades and Standards for Nursery Plants 2015.
40. Upon completion of the work, the LANDSCAPE CONTRACTOR shall notify the OWNER and the LANDSCAPE ARCHITECT in writing and request a final inspection. Any items that are judged incomplete or unacceptable by the OWNER or the LANDSCAPE ARCHITECT shall be promptly corrected by the LANDSCAPE CONTRACTOR.
41. The LANDSCAPE CONTRACTOR shall guarantee all shrubs and groundcovers for a period of one hundred eighty (180) calendar days from the date of final acceptance in writing from the OWNER. At the time of final acceptance, the one hundred eighty (180) day guarantee period shall commence. Trees shall be guaranteed for one (1) year. Any materials which have died during this period shall be promptly replaced with specimen that meet the minimum requirements called for in these documents. The LANDSCAPE CONTRACTOR shall not be held responsible for death or damage resulting from lightning, vandalism, or from negligence by the OWNER. The OWNER shall be responsible for watering and otherwise maintaining plants during the guarantee period if a maintenance agreement is not accepted from the LANDSCAPE CONTRACTOR.
42. LANDSCAPE CONTRACTOR shall not recommend and install invasive species as replacement for plants on planting plan. See Peppercog and invasivespices.org for problem species.
43. All landscape bids shall be itemized with the amounts based on per plant unit prices, including mulch, fertilizer, etc. Any substitutions, additions or deletions will change the total amount of the CONTRACT FEE based on the above mentioned unit price criteria.
44. See landscape specifications for further requirements.
45. The LANDSCAPE CONTRACTOR shall submit a separate proposal for a one (1) year maintenance agreement.
46. GENERAL CONTRACTOR shall remove all existing invasive exotic plants, as listed on the Florida Exotic Pest Plant Council's Invasive Plant Species List.

**Winter Springs Code Notes**

1. Owner shall hand water all code plants until establishment and as need, thereafter.
2. All trees transplanted pursuant to Chapter 5 of the Land Development Code shall be maintained in a healthy, living condition. Any such trees which die shall be replaced and maintained by the property owner.
3. Not more than twenty (20) percent of replacement trees shall be of a single species.
4. When landscaping is used to screen mechanical equipment and appurtenances, it shall be maintained at least one (1) foot above the screened object. Landscape screen must be evergreen and reach required height within one (1) year. Screen shall be continuously maintained.
5. Backflow preventers and other above ground valves shall be screened to they are not visible from the street right-of-way, using either landscaping or an opaque building material.

**Landscape Calculations**

PROJECT AREA = 1.25 ACRES  
 CANOPY TREES REQUIRED (4 PER ACRE) = 5 TREES  
 TREES PROVIDED = 13 CANOPY TREES



If these plans are reproduced in a different size, the scale may not be accurate.

**Wendy's Land Design**  
 Landscape Architectural Site Planning  
 1826 Kings Court • Winter Springs, Florida 32781  
 Phone: (407) 831-2225 • Fax: (407) 208-3984

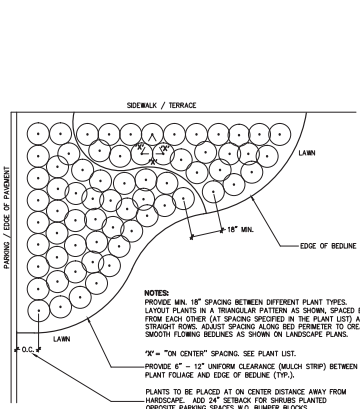
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**PLANTING PLAN**

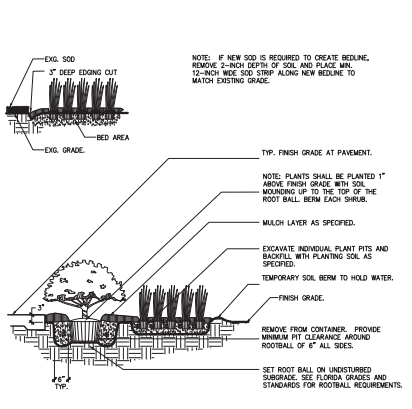
WENDY'S NO. 12660  
 WINTER SPRINGS, FLORIDA 32788

PROJECT NO./REV. NAME	19012 MLJ	DESIGNED	MLJ
DATE	5/9/19	DRAWN	MLJ
SCALE	AS SHOWN	CHECKED	MLJ
SHEET NO. OF NO.	LP-01 OF 2	INFORMATIONAL COPY ONLY - UNLESS ENCLOSED WITH RESPECTED LANDSCAPE ARCHITECTURE, INC.	
APPROVED BY			
MARK LAMER JOHNSON			
FLORIDA LICENSE NO. 1630			
DATE	10/30		

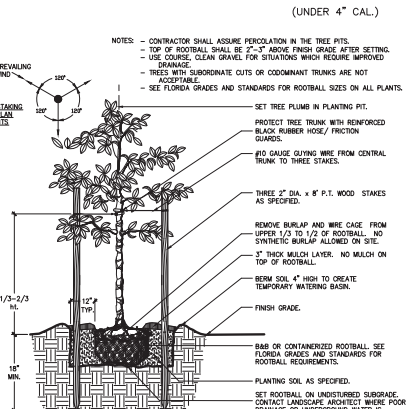
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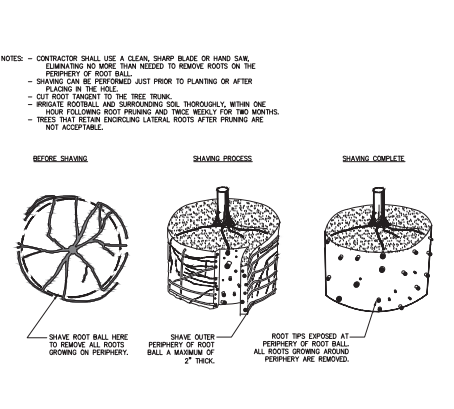
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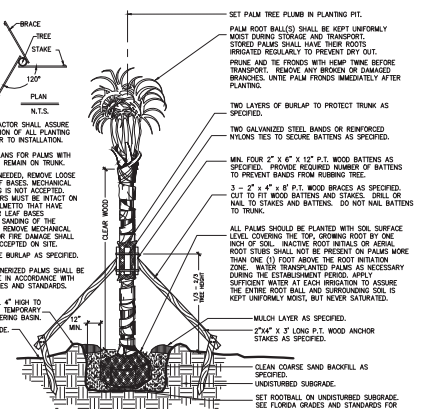
2 PLANTING DETAIL  
SCALE: N.T.S.



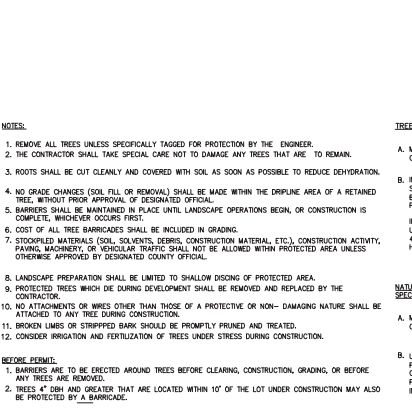
3 TYP. SMALL TREE PLANTING DETAIL  
SCALE: N.T.S.



4 TYP. ROOT BALL SHAVING DETAIL  
SCALE: N.T.S.



5 TYP. PALM TREE PLANTING DETAIL  
SCALE: N.T.S.



6 TREE BARRICADE DETAIL  
SCALE: NOT TO SCALE

- NOTES:**
- REMOVE ALL TREES UNLESS SPECIFICALLY TAGGED FOR PROTECTION BY THE ENGINEER.
  - THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DAMAGE ANY TREES THAT ARE TO REMAIN.
  - ROOTS SHALL BE CUT CLEANLY AND COVERED WITH SOIL AS SOON AS POSSIBLE TO REDUCE DEHYDRATION.
  - NO GRADE CHANGES (SOIL FILL OR REMOVAL) SHALL BE MADE WITHIN THE DRILLPIE AREA OF A RETAINED TREE, WITHOUT PRIOR APPROVAL OF DESIGNATED OFFICIAL.
  - BARRIERS SHALL BE MAINTAINED IN PLACE UNTIL LANDSCAPE OPERATIONS BEGIN, OR CONSTRUCTION IS COMPLETE, WHICHEVER OCCURS FIRST.
  - COST OF ALL TREE BARRICADES SHALL BE INCLUDED IN GRADING.
  - STOCKPILED MATERIALS (SOIL, SOLVENTS, DEBRIS, CONSTRUCTION MATERIAL, ETC.), CONSTRUCTION ACTIVITY, PAVING, MASONRY, OR VEHICULAR TRAFFIC SHALL NOT BE ALLOWED WITHIN PROTECTED AREA UNLESS OTHERWISE APPROVED BY DESIGNATED COUNTY OFFICIAL.
  - LANDSCAPE PREPARATION SHALL BE LIMITED TO SHALLOW DISGORGING OF PROTECTED AREA.
  - PROTECTED TREES WHICH DIE DURING DEVELOPMENT SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR.
  - NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE DURING CONSTRUCTION.
  - BROKEN LIMBS OR STRIPPED BARK SHOULD BE PROMPTLY PRUNED AND TREATED.
  - CONSIDER IRRIGATION AND FERTILIZATION OF TREES UNDER STRESS DURING CONSTRUCTION.
- BEFORE PERMIT:**
- BARRIERS ARE TO BE ERRECTED AROUND TREES BEFORE CLEARING, CONSTRUCTION, GRADING, OR BEFORE ANY TREES ARE REMOVED.
  - TREES 4" DBH AND GREATER THAT ARE LOCATED WITHIN 10' OF THE LOT UNDER CONSTRUCTION MAY ALSO BE PROTECTED BY A BARRICADE.

- TREE BARRIER INSTALLATION SPECIFICATIONS:**
- MINIMUM HEIGHT OF HORIZONTAL COMPONENTS SHALL BE 3' ABOVE GRADE.
  - INSTALL MIN. 2"x2" UPRIGHT STAKES SPACED AT 4' INTERVALS CONNECTED BY 1/2" SCREEN FABRIC / TREE PROTECTION BERRING, OR...  
IF APPROVED BY ADMINISTRATOR, UPRIGHTS SHALL BE MIN. 2"x2" STAKES, 4" ON CENTER, CONNECTED BY MIN. 1/4" HORIZONTAL MEMBERS.
- NATURAL AREA BARRIER INSTALLATION SPECIFICATIONS:**
- MINIMUM HEIGHT OF HORIZONTAL COMPONENTS SHALL BE 3' ABOVE GRADE.
  - UPRIGHTS SHALL BE MIN. 2"x2" STAKES PLACED AT 20' INTERVALS AND CONNECTED BY TYPED FLAGGED WITH PLASTIC SURVIVOR'S TAPE AT REGULAR INTERVALS OF 5 - 10'.

**PLANT LIST**

Symbol	Scientific and Common	Size	Space	Qty
IOE	Ilex opaca 'Eagleston' Eagleston Holly	10'x 3'; 2.5' Cal.; 3.5' C.S.T.	A.S.	4
LIN	Lagerstroemia indica 'Natchez' White Crape Myrtle	11'x 4'; 2.5' Cal.; 4' C.S.T.	A.S.	4
MG *	Magnolia grandiflora Southern Magnolia	12'x 3.5'; 2.5' Cal.; 4' C.S.T.	A.S.	--
QV	Quercus virginiana Live Oak	12'x 4.5'; 2.5' Cal.; 4' C.S.T.; Full	A.S.	7
UPA	Ulmus parvifolia 'Emer II' Alike Elm	11'x 4'; 2 1/2" Cal.; 5' C.S.T.; Full	A.S.	3
SP	Sabal palmetto Cabbage Palm	W/ Boots; Florida Fancy; 8' C. T.	A.S.	10
* OPTIONAL CANOPY TREE				

**Shrubs, Ground Cover, & Sod**

CAP	Crinum asiaticum 'Procerum' Purple Leaf Crinum Lily	15-18"; 40" O.A.; Full; F.F. Minimum 12 Perfect Leaves	A.S.	14
DTA	Dianella tasmanica Blueberry Flax	1 Gal.; 14" O.A.; 9 PPP; Full	18" O.C.	876
IVS	Ilex vomitoria 'Stokes Dwarf' Dwarf Yopaine Holly	3-Gal.; 18" x 9"; Full	24" O.C.	150
LME	Liriod. muscari 'Emerald Goddess' Emerald Goddess Giant Liriope	1 Gal.; 9 PPP; Full	18" O.C.	735
LCP	Loropetalum chinenses Chinese Fringe Bush	3-Gal.; 24" x 12"; Full	30" O.C.	85
PO	Panicum macrophyllum 'Maki' Maki Yew	3-Gal.; 24" x 8"; Full	24" O.C.	20
SR	Strelitzia reginae Bird of Paradise	15 Gal.; 36" O.A.; Full; Sun Growth; Florida Fancy	A.S.	14
TAK	Trachelospermum asiaticum 'Kenrokuen' Dwarf Mirinda Jasmine	1 Gal.; Full; 18" Runner, Min.	12" O.C.	444
VO	Viburnum odoratissimum Sweet Viburnum	3-Gal.; 30" x 15"	30" O.C.	61
ZP	Zamia pumila Coe Palm	3 Gal.; 18"x18"; Min. 10+ Fronds	30" O.C.	194
SOD	Paspalum notatum 'Argentine' Bahio Grass	Solid Sod as needed		

- ABBREVIATIONS:**
- |                               |                                 |
|-------------------------------|---------------------------------|
| APPROX. = APPROXIMATE         | L.O.C. = LIMITS OF CONSTRUCTION |
| B.C. = BOTTOM OF CURB         | L.P. = LOW POINT                |
| B.O.C. = BACK OF CURB         | MAX. = MAXIMUM                  |
| B.O.W. = BOTTOM OF WALL       | MIN. = MINIMUM                  |
| BYD. = BOOTED                 | M.T. = MULTIPLE TRUNK           |
| CAL. = CALIPER                | N.I.C. = NOT IN CONTRACT        |
| C.C. = COMBINED CALIPER       | N.T.S. = NOT TO SCALE           |
| C.G. = CONTAINER CROWN        | O.A. = OVERALL                  |
| CL. = CENTER LINE             | O.C. = ON CENTER                |
| C.M.T. = CLEAR MULTIPLE TRUNK | O.D. = OUTSIDE DIAMETER         |
| CMU = CONCRETE MASONRY UNIT   | OPT. = OPTIONAL                 |
| C.S.T. = CLEAR SINGLE TRUNK   | P.L. = PROPERTY LINE            |
| C.T. = CLEAR TRUNK            | P.T. = PRESSURE TREATED         |
| D.B.H. = DIAMETER BREAST HIGH | QTY. = QUANTITY                 |
| EA. = EACH                    | R.O.W. = RIGHT OF WAY           |
| EL. = ELEVATION               | S.P. = SQUARE FOOT              |
| E.O.P. = EDGE OF PAVEMENT     | SPRD. = SPREAD                  |
| EX./ADO. = EXISTING           | SYM. = SYMBOL                   |
| F.O.C. = FACE OF CURB         | T. = TALL                       |
| FT. = FOOT                    | T.C. = TOP OF CURB              |
| GAL. = GALLON                 | T.O.W. = TOP OF WALL            |
| G.C. = GALLON CONTAINER       | T.O.S. = TOP OF SLOPE           |
| GALV. = GALVANIZED            | TYP. = TYPICAL                  |
| H.P. = HIGH POINT             | W. = WIDTH                      |
| INV. = INVERT ELEVATION       | W/O. = WITH OUT                 |
| L.A. = LANDSCAPE ARCHITECT    | Ø = DIAMETER                    |

**Wendy's Land Design**  
 Landscape Architectural Site Planning  
 1830 Major Court • Melbourne, Florida 32931  
 Phone: (407) 831-2225 Fax: (407) 204-3884

**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/27/19	ISSUE FOR CITY COMMENTS
2	11/14/19	ISSUE FOR CITY COMMENTS
3	12/17/19	ISSUE FOR CITY COMMENTS
4	1/27/20	ISSUE FOR CITY COMMENTS

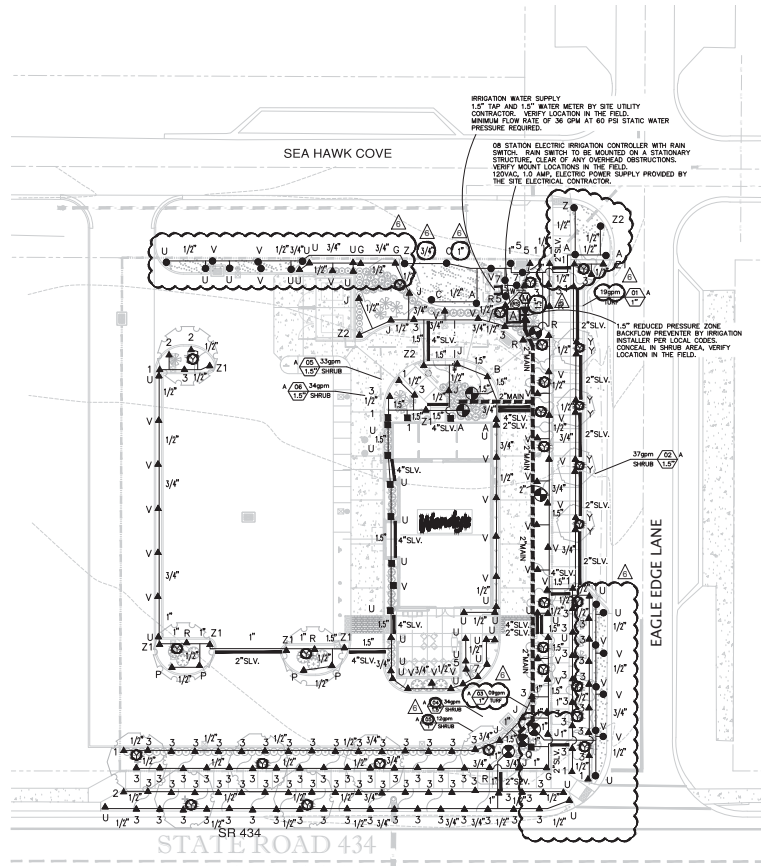
**PLANTING DETAILS**  
**WENDY'S NO. 12660**  
 WATER SPRINGS, FLORIDA 32708  
 FLORIDA  
 SEMINOLE COUNTY

PROJECT NO./REV. NAME	19012 MLJ	DESIGNED	MLJ
DATE	5/9/19	DRAWN	MLJ
BY	AS SHOWN	CHECKED	MLJ
SHEET NO.	LP-02	OF	2

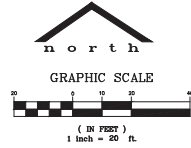
INFORMATIONAL COPY ONLY - VALUES ENCLOSED WITH PERMITTED LANDSCAPE ARCHITECTURE SEAL

APPROVED BY  
  
 MARK LANIER, LSC  
 FLORIDA LICENSE NO. 1630  
 DATE 5/15/19

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NOT FOR CONSTRUCTION USE



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**Ecotone Land and Design**  
 INC.  
 Landscape Architectural Site Planning

1856 Kings Court • Kissimmee, Florida • 34141  
 Phone: (407) 831-2225 • Fax: (407) 208-3884

REVISIONS	
NO.	DATE
1	12/01/18
2	12/01/18
3	12/01/18
4	12/01/18
5	12/01/18
6	12/01/18

IRRIGATION PLAN

WENDY'S NO. 12660

SR 434 AND WAGNER POINT  
 WINTER SPRINGS, FLORIDA 32708

FLORIDA

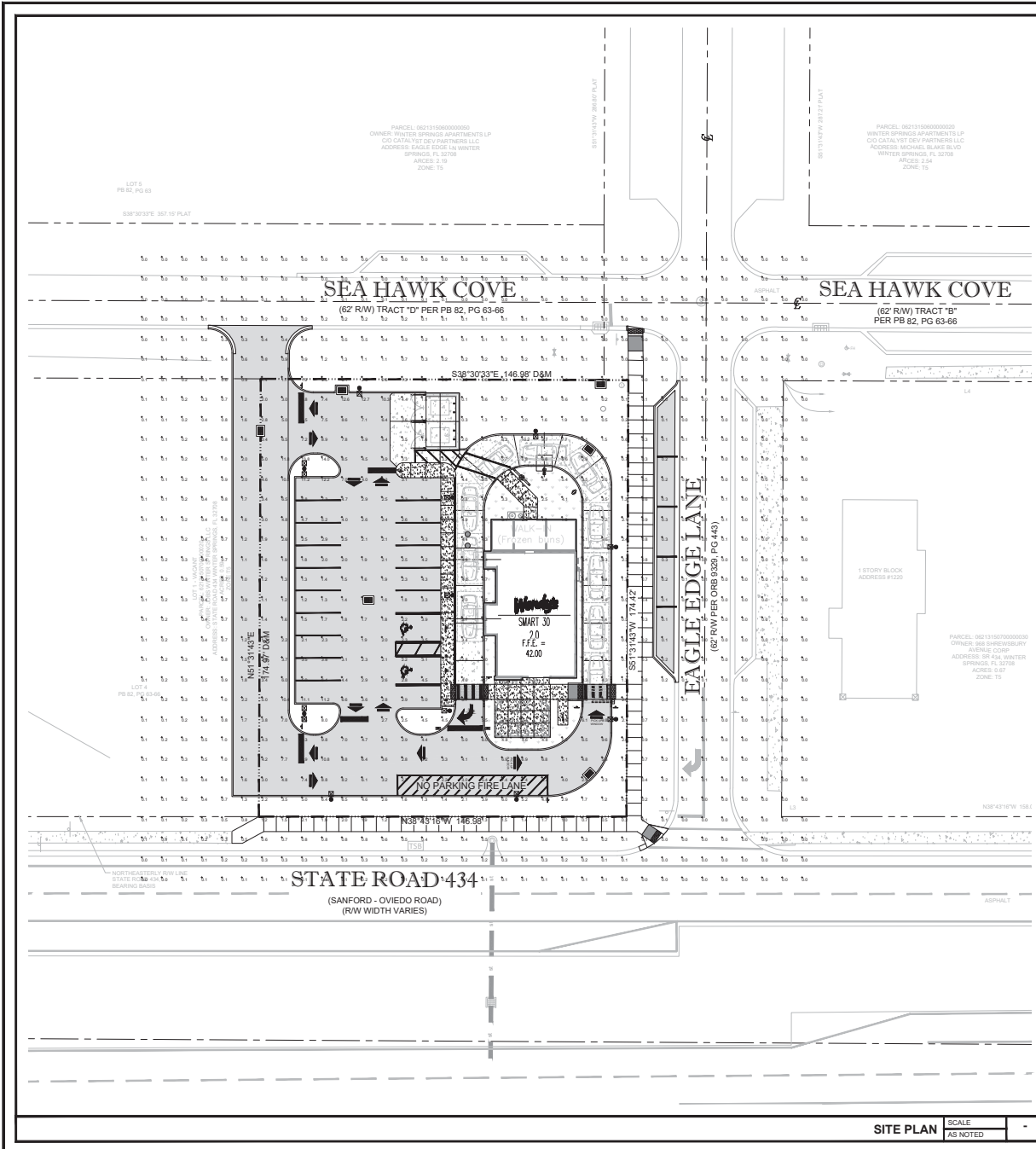
SEMI-COUNTY

PROJECT NAME	19012	DESIGN	PSI
DATE	9/11/19	DRAWN	MLJ
SCALE	AS SHOWN	CHECKED	MLJ
SHEET NO.	IR-01	OF	2

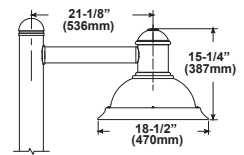
APPROVED BY

**MICHAEL L. PREVOST**  
 FLORIDA LICENSE NO. 10074  
 DATE: 09/17/2020





**STEEL POLE DETAIL**



SIDE ARM (SA4 S) - BELL SHADE

**LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLs)**

**BUG LISTING**

Row	Color Temp	Lumens	Watts	LER	Beam Rating
HD	CW	8400	106.1	81	B1-U0-02
SS	CW	7000	71.4	78	B1-U0-01

**XDLs - TYPE 3**

Row	Color Temp	Lumens	Watts	LER	Beam Rating
HD	CW	8901	106	80	B3-U0-03
NW	7770	104	75	83	B3-U0-01
CW	5225	71	48	83	B3-U0-01
SS	NW	5685	71	80	B2-U0-01
WW	5000	70	72	82	B2-U0-01

**XDLs - TYPE FT**

Row	Color Temp	Lumens	Watts	LER	Beam Rating
HD	CW	8994	105	85	B1-U0-02
SS	SS	8994	104	78	B1-U0-02
SS	CW	6543	71	82	B1-U0-02
SS	NW	5945	71	83	B1-U0-02
WW	5171	70	74	B1-U0-01	

\*Color Temperature: WW=5000K, NW=4000K, CW=5000K

**LIGHT OUTPUT - XDLs**

Color Temp	Type 3	Beam FT 3	Lumens (Beam)	Watts	Beamwidth
SS	SS	1300	640	52.2	71
SS	HD	4000	8900	106.0	100
SS	SS	6510	540	108.0	111
SS	HD	8810	780	79.0	106
SS	SS	4700	510	20.0	71
SS	HD	4400	680	67.0	106

LED Chips are frequently updated therefore values may increase.

**ACCESSORY ORDERING INFORMATION** (Accessories may be sold separately)

Description	Order Number	Description	Order Number
1/4" ID Single Splice (200')	PK1200	CPH400 Double Splice (400')	CPH400
1/2" ID Double Splice (200')	PK2000	CPH800 Double Splice (800')	CPH800
CPH200 Double Splice (200')	CPH200		

**PHOTOMETRIC**

XDLs 3 LED SS CW UE BLK CH S PCI 100 to examine how lumens and use CH 100 luminaire (use drawing on 600 page). See ITEM 10000 FOR USE OF ALUMINUM PHOTO MOUNTS. Use drawing 100 post ordering information.

- See Luminaire Selection Ordering Chart for Mounting Style Configuration availability.
- 2' Pole height and 100' mounting height only.
- 100' and 150' cannot be ordered together.
- Flashing must be located in the hand hole of pole.

**LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLs)**

**PRODUCT ORDERING INFORMATION**

**TYPICAL ORDER EXAMPLE: XDL SB 3 LED SS CW UE BLK CH S PCI 100**

Pole	Height	Light	Color Temp	Input Voltage	Finish	Mounting Style	Mounting	Options
XDL SB	100'	3	SS	CW	UE	BLK	CH S	PCI 100

**NOTE**

SEE STRUCTURAL PLANS FOR POLE AND FOUNDATION SPECIFICATIONS.

ALL OUTDOOR LIGHTING SHALL CONFORM TO THE GREATEST EXTENT POSSIBLE. ALL EMITTED LIGHT ONLY TO SUBJECT PROPERTY, AND SHALL NOT BE DIRECTED SKYWARD. PARKING LOT LIGHTING SHALL BE INSTALLED AT A 90-DEGREE ANGLE.

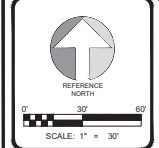
ALL TIMERS/CONTROLS SHALL CONFORM TO 63.405.

**Luminaire Schedule**

Symbol	Qty	Label	Arrangement	Description	L1D	UDF	LEF	Air Lum. Lumens	Av. Watts
A	6	A	SINGLE	XDLs-F-LED-HO-CW-SINGLE-1F-MH	1,000	1,000	1,000	8094	106
B	3	B	SINGLE	XDLs-S-LED-HO-CW-SINGLE-1F-MH	1,000	1,000	1,000	8501	106
C	2	C	CHSP	XDLs-F-LED-HO-CW-CHSP-1F-MH	1,000	1,000	1,000	17068	212

**Calculation Summary**

Label	Calc/Type	Units	Avg	Min	Max	Avg/Min	Max/Min
ALL CALC POINTS	Illuminance	FC	1.58	14.9	5.0	N/A	N/A
INSIDE CURB	Illuminance	FC	4.53	12.7	1.2	3.78	10.58



REV	DATE	DESCRIPTION	BY	CHK
1	08/28/19	Revised Per City Comments, Sheet 13/13/19		
2	08/28/19	Revised Per City Comments, Sheet 10/19/19		
3	08/28/19	Revised Per City Comments, Sheet 10/19/19		
4	08/28/19	Revised Per City Comments, Sheet 10/19/19		

**INFINITY**

INFINITY ENGINEERING GROUP, LLC

1208 East Kennedy Boulevard  
Suite 230  
Tampa, Florida 33602  
Tel: 813.434.4770  
Fax: 813.445.4211  
www.infinityeng.com  
FL Cert. of Auth. No. 72889

Client Name and Address

**Wendys**

1100 PARK CENTRAL BLVD S SUITE 3300, FORT LAUDERDALE, FL 33304

Client Name and Address

**Wendys**

1100 PARK CENTRAL BLVD S SUITE 3300, FORT LAUDERDALE, FL 33304

Project Name and Address

**WENDY'S STORE NO. 12660**

1218 EAST STATE ROAD 254  
WINTER SPRINGS, FL 32789

Project No: 135-84-00  
Date: 08/28/19  
Scale: AS NOTED

Sheet Title

**PHOTOMETRIC PLAN**

Sheet No: PH01.01

VICINITY MAP (NOT TO SCALE)



# ALTA/NSPS LAND TITLE SURVEY



ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475  
 2012 E. Robinson Street, Orlando, Florida 32803  
 www.AccurightSurveys.net  
 ACCU@AccurightSurveys.net  
 PHONE: (407) 894-6314

SCALE: 1" = 20' JOB #89917 SHEET 1 OF 1  
 ORIGINAL DATE: 4/16/19 DRAWN BY: ANT

PREPARED FOR:  
**INFINITY ENGINEERING GROUP, LLC**

SUBDIVISION NAME: WSTC OCEAN BLEU  
 LOCATION:  
 8 STATE ROAD 434  
 WINTER SPRINGS, FL 32708

**TITLE EXCEPTIONS**

- EASEMENT AGREEMENT BY AND BETWEEN SCHIMMISHER LAND FUND 1986-6, LTD., A FLORIDA LIMITED PARTNERSHIP, SCHIMMISHER LAND FUND V, LTD., A FLORIDA LIMITED PARTNERSHIP, SCHIMMISHER LAND FUND VI, LTD., A FLORIDA LIMITED PARTNERSHIP, AND MCDONALD'S RESTAURANTS OF FLORIDA, INC., A FLORIDA CORPORATION, RECORDED JULY 27, 2018 IN OFFICIAL RECORDS BOOK 2803, PAGE 647. (IT IS NOT ON, NOR DOES IT TOUCH, THE SURVEYED PROPERTY.)
- UNRECORDED LEASE AGREEMENT BY AND BETWEEN SCHIMMISHER MANAGEMENT, LANDLORD, AND MAJESTICA, INC. OUTDOOR ADVERTISING, TENANT, DATED APRIL 4, 1990. UNRECORDED LETTER AGREEMENT DATED DECEMBER 6, 1990 AND UNRECORDED AMENDMENT DATED AUGUST 24, 1993, AS EVIDENCED BY AND TOGETHER WITH SECOND AMENDMENT TO BILLBOARD LEASE RECORDED MARCH 27, 1995 IN OFFICIAL RECORDS BOOK 2896, PAGE 1517. (NOT A SURVEY MATTER, CONTAINS NO EASEMENTS TO DEPICT.)
- TERMS AND PROVISIONS OF UNRECORDED LEASE AGREEMENT BY AND BETWEEN CAPITAL GREEN, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, LANDLORD, AND PUBLIC SUPER MARKETS, INC., A FLORIDA CORPORATION, TENANT, DATED OCTOBER 13, 2005, AS EVIDENCED BY AND TOGETHER WITH MEMORANDUM OF LEASE RECORDED SEPTEMBER 23, 2005 IN OFFICIAL RECORDS BOOK 4939, PAGE 651, FIRST ADDENDUM TO MEMORANDUM OF LEASE RECORDED FEBRUARY 28, 2003 IN OFFICIAL RECORDS BOOK 4713, PAGE 2106, SECOND AMENDMENT TO MEMORANDUM OF LEASE RECORDED JUNE 9, 2005 IN OFFICIAL RECORDS BOOK 5759, PAGE 833, THIRD AMENDMENT TO MEMORANDUM OF LEASE RECORDED MAY 30, 2006 IN OFFICIAL RECORDS BOOK 6265, PAGE 994, FOURTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED MAY 30, 2006 IN OFFICIAL RECORDS BOOK 6265, PAGE 994 AND FIFTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED FEBRUARY 11, 2013 IN OFFICIAL RECORDS BOOK 7962, PAGE 1505. (NOT A SURVEY MATTER, CONTAINS NO EASEMENTS TO DEPICT.)
- TOWN CENTER PHASE 8A SITE DEVELOPMENT PERMIT AGREEMENT BY AND BETWEEN THE CITY OF WINTER SPRINGS, A FLORIDA MUNICIPAL CORPORATION, AND PEARL STREET ASSOCIATES, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, RECORDED MAY 9, 2006 IN OFFICIAL RECORDS BOOK 6237, PAGE 628. (NOT A SURVEY MATTER, CONTAINS NO EASEMENTS TO DEPICT.)
- MAGNOLIA PARK EXPANSION PARKS AND RECREATION FEE CREDIT AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, AND THE CITY OF WINTER SPRINGS, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, RECORDED NOVEMBER 16, 2009 IN OFFICIAL RECORDS BOOK 7290, PAGE 467. (NOT A SURVEY MATTER, CONTAINS NO EASEMENTS TO DEPICT.)
- AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, AND THE CITY OF WINTER SPRINGS, A FLORIDA MUNICIPAL CORPORATION, RECORDED NOVEMBER 2, 2010 IN OFFICIAL RECORDS BOOK 7472, PAGE 307. (NOT A SURVEY MATTER, CONTAINS NO EASEMENTS TO DEPICT.)
- FUTURE DEVELOPMENT COMMITMENT AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, AND THE CITY OF WINTER SPRINGS, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, RECORDED NOVEMBER 20, 2010 IN OFFICIAL RECORDS BOOK 7486, PAGE 146. (NOT A SURVEY MATTER, CONTAINS NO EASEMENTS TO DEPICT.)
- TERMS AND PROVISIONS OF UTILITY EASEMENT AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, AND THE CITY OF WINTER SPRINGS, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, RECORDED NOVEMBER 20, 2010 IN OFFICIAL RECORDS BOOK 7486, PAGE 155. (IT IS NOT ON, NOR DOES IT TOUCH, THE SURVEYED PROPERTY.)
- TERMS AND PROVISIONS OF TEMPORARY PUBLIC DRAINAGE EASEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, AND THE CITY OF WINTER SPRINGS, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, RECORDED JANUARY 18, 2012 IN OFFICIAL RECORDS BOOK 7599, PAGE 200. (IT IS NOT ON, NOR DOES IT TOUCH, THE SURVEYED PROPERTY.)
- DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTER SPRINGS, A FLORIDA MUNICIPAL CORPORATION, AND WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, RECORDED APRIL 9, 2013 IN OFFICIAL RECORDS BOOK 8466, PAGE 1313, TOGETHER WITH FIRST MODIFICATION OF DEVELOPMENT AGREEMENT RECORDED JANUARY 31, 2017 IN OFFICIAL RECORDS BOOK 9853, PAGE 1719. (CONTAINS NO EASEMENTS TO DEPICT.)
- RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS, WHICH INCLUDE PROVISIONS FOR A. AN EASEMENT ON THE LAND, B. A LIEN FOR LIQUIDATED DAMAGES, AS SET FORTH IN DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, AND WINTER SPRINGS APARTMENTS, LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED MARCH 2, 2017 IN OFFICIAL RECORDS BOOK 8673, PAGE 98, TOGETHER WITH FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED AUGUST 3, 2017 IN OFFICIAL RECORDS BOOK 8964, PAGE 1579. (CONTAINS BLANKET EASEMENTS OVER PRIVATE ROADWAYS.)
- RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF WINTER SPRINGS APARTMENTS - A RESTAurant RECORDED IN PLAT BOOK 80, PAGE 63 THROUGH 66, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS AMENDED BY RESOLUTION NO. 2018-34 RECORDED APRIL 5, 2019 IN OFFICIAL RECORDS BOOK 9359, PAGE 643. (DEPICTED HEREON.)
- TERMS AND PROVISIONS OF THAT CERTAIN UNRECORDED COMMERCIAL LEASE BY AND BETWEEN SEBASTIAN WINTER SPRINGS 434, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, LANDLORD, AND STARBUCKS CORPORATION, A WASHINGTON CORPORATION, TENANT, WITH EFFECTIVE DATE OF SEPTEMBER 14, 2018, AS EVIDENCED BY AND TOGETHER WITH MEMORANDUM OF LEASE RECORDED NOVEMBER 1, 2018 IN OFFICIAL RECORDS BOOK 9365, PAGE 620. (NOT A SURVEY MATTER, CONTAINS NO EASEMENTS TO DEPICT.)
- RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS, WHICH INCLUDE PROVISIONS FOR A. AN EASEMENT ON THE LAND, B. A LIEN FOR LIQUIDATED DAMAGES, AND C. A PRIVATE CHANGE OR ASSIGNMENTS, AS SET FORTH IN DECLARATION OF CONDITIONS, RESTRICTIONS AND EASEMENTS AGREEMENT RECORDED MAY 14, 2019 IN OFFICIAL RECORDS BOOK 9354, PAGE 137. (CONTAINS BLANKET EASEMENTS, ALSO CONTAINS A DRAINAGE EASEMENT BUT THE LOCATION OF SAID EASEMENT CANNOT BE DETERMINED BY RECORD DOCUMENT.)
- RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF WSTC OCEAN BLEU, RECORDED IN PLAT BOOK 86, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (CONTAINS NO EASEMENTS TO DEPICT.)

**BOUNDARY SURVEY DATE: 8/20/19**

per 5J-17.051(3)(b)3 Florida Administrative Code

DATE	JOB #	REVISION	BY
8/20/19	51563	RESURVEY/TITLE UPDATE	ANT

**BOUNDARY AND LOCATION SURVEY**

TO: INFINITY ENGINEERING GROUP, LLC; JOBS WINTER SPRINGS, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2018 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 8, 9, 11 AND 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 20, 2018.

*Ronald K. Smith, PSM S 1979*  
 RONALD K. SMITH, PSM S 1979

"THE DATE OF SIGNATURE DOES NOT REVERSE OR SUPERSEDE THE BOUNDARY SURVEY DATE OR REVISION DATE."

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 55-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.022 OF THE FLORIDA STATUTES.

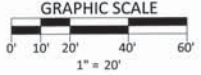
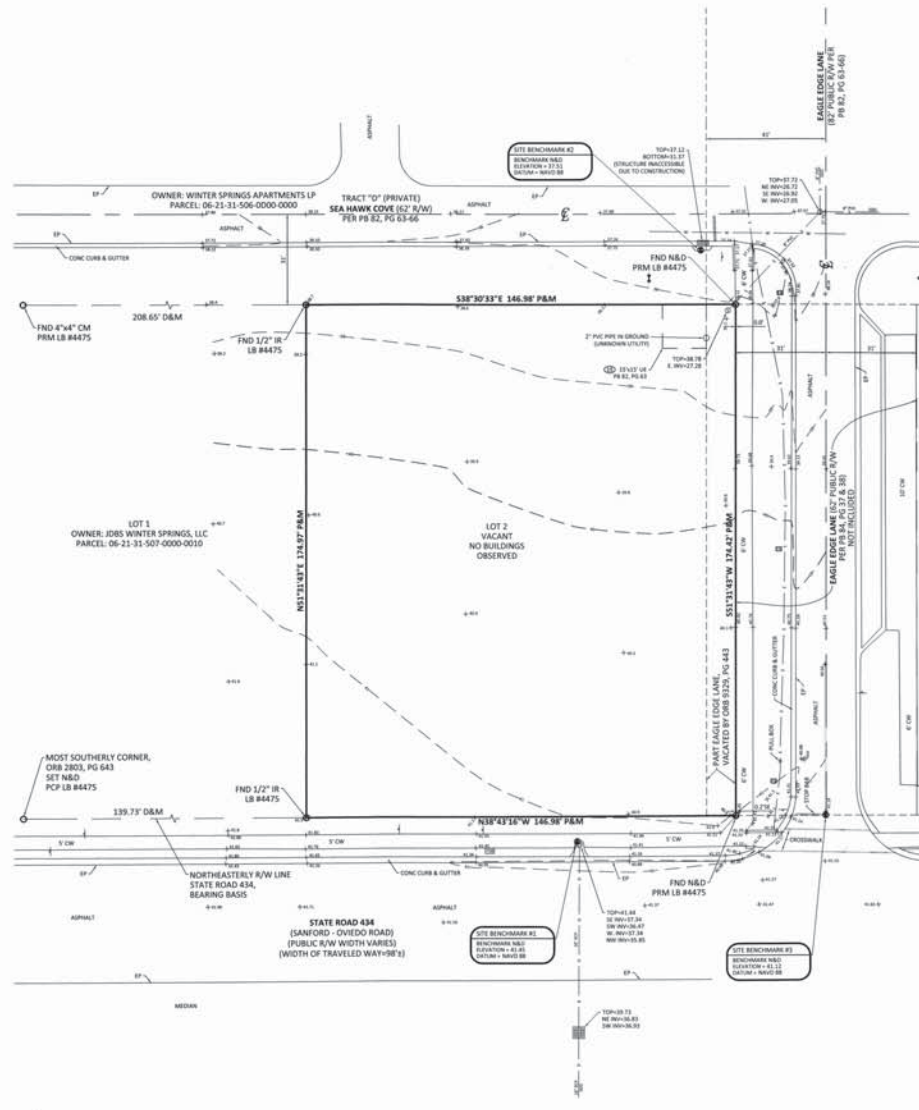
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM S 1979.

**DESCRIPTION**

LOT 2, WSTC OCEAN BLEU, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 84, PAGES 37 AND 38, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.  
 CONTAINS 25,677 SQUARE FEET OR 0.590 ACRES MORE OR LESS.

**NOTES**

- BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434 BEING N38°43'31"W.
- THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENT'S REPRESENTATIVE.
- 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.
- THIS BUILDING/LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12117C0169W, COMMUNITY NO. 120295, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 26, 2007.
- ACCORDING TO FLORIDA STATUTES, CHAPTER 472.05, 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 VIOLATIONS THEREOF.
- THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED.
- THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.
- THIS SURVEY WAS MADE WITH BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY'S ORDER NO. 7823994, DATED: JULY 25, 2019.
- ELEVATIONS BASED ON SEMINOLE COUNTY BENCHMARK #4733701, HAVING AN ELEVATION OF 44.4500 FEET, (NAVD 83).





# **Exhibit 4**

## **Traffic Review**



Architects  
Environmental  
M/E/P  
Surveyors

Engineers  
Landscape Architects  
Planners  
Transportation/Traffic

5601 Mariner Street  
Suite 105  
Tampa, FL 33609  
Phone: 813.288.0233  
Fax: 813.288.0433

# Memo

**Date:** December 19, 2019  
**To:** Christopher Schmidt  
**Organization:** City of Winter Springs  
**From:** Sandra Gorman, PE  
**Re:** Winter Springs Town Center Commercial Outparcels

---

As requested, CPH has reviewed the traffic study for the Winter Springs Town Center Outparcels dated March 2019. It is our understanding that the traffic analysis was previously reviewed and has been submitted again to support the permitting of the Wendy's restaurant. We have the following comments upon review of the traffic analysis:

- 1) The existing traffic volumes do not appear to be seasonally adjusted to reflect peak season conditions based upon the Seasonal Correction Factors published by FDOT. Based upon the previous acceptance of the traffic analysis, *no revisions are required* to the analysis based upon this comment, however, future analyses should reflect peak season conditions.
- 2) Trip Generation
  - The average rates from ITE Trip Generation 10<sup>th</sup> Edition were used to calculate the trip generation for all land uses, however, the equation should be used where appropriate. A review of the calculations indicates that only the daily traffic associated with the bank would be impacted significantly by the change (404 daily trips vs. 347 trips reported). However, based upon a review of the roadway analysis the change in calculation would not impact the outcome of the analysis therefore *no revisions to the analysis are required*.
  - Pass-by calculations should be checked for reasonableness to ensure they do not exceed 10% of the adjacent street traffic. Since this only impacts the driveway analysis, *no revisions to the analysis are required*.
  - No internal capture was assumed between uses or in conjunction with the adjacent apartments. This represents a conservative approach to the trip generation and it should be noted that the actual trip generation may be lower as a result of the interaction between uses and the adjacent residential development.



- 3) The signal timings were optimized between existing and future conditions in the Synchro analysis. Signal timings should remain constant between scenarios to better evaluate the actual impact of project traffic and optimization should be noted in the report. Seminole County's dynamic signal system allows for this optimization therefore *no revisions to the analysis are required*, but should be noted in the future.
- 4) SR 434 and Michael Blake Boulevard
  - The traffic analysis recommends monitoring the intersection for future signalization if warrants are met. It should be noted that the intersection does not meet the minimum FDOT signal spacing standard for a Class 3 roadway.
  - A westbound right turn lane is proposed in the traffic study; however it is not reflected in the intersection analysis. Based upon the previous acceptance of the traffic study and the subsequent construction of the turn lane, *no revisions to the analysis are required*. However, upon evaluating the intersection for signalization, the length of the turn lane as recommended in the traffic analysis should be revisited to ensure adequate storage for queueing not required under an unsignalized condition.
  - Similar to the westbound right turn lane, the existing eastbound left turn lane should be re-evaluated upon potential signalization to verify that adequate queue storage is available.
- 5) The proposed Wendy's is 2,163 square feet which is consistent with the trip generation calculations presented in the traffic analysis and therefore the results of the traffic analysis remain consistent with the proposed development.
- 6) The traffic analysis suggested monitoring the intersection of SR 434 and Michael Blake Boulevard for future signalization, based upon the traffic volume projected to use the intersection in the study, it is recommended that a timeframe be established to begin the traffic monitoring. It is recommended to conduct traffic counts and preliminary intersection analysis within 3-6 months of the opening of the proposed development to verify traffic conditions.

If you have any questions concerning the trip generation review, or would like to discuss these items in more detail, please do not hesitate to contact me.

# **Exhibit 5**

## **Waiver Application**

January 14, 2020

Ms. Marla Molina  
Sr. Planner  
City of Winter Springs  
1126 East State Road 434  
Winter Springs, FL 32708



INFINITY ENGINEERING  
GROUP, LLC

**RE: Project Name: Wendy's Store No. 12660**  
**Site Address: 1218 E. State Road 434**  
**Winter Springs, FL 32708**  
**Application No. ZP2019-00000007**

**Waivers Requested:**

1. The applicant requests a waiver to increase the front setback from S.R. 434, maximum to approximately  $\pm 54.6$  feet. in lieu of a maximum of 8 feet.

**Justification:**

**This waiver necessary based on the inclusion of a number of enhancements in front of the building, including an outdoor patio dining area, landscaping, and an access lane that functions as a frontage road for Wendy's and the adjacent commercial lot to the east. Imposing the 8' maximum setback would create an illogical or unreasonable result because the feature corner building could not otherwise be achieved. This waiver request is necessary to allow for the construction of the building on that corner without compromising the drive thru lane and pedestrian safety.**

**City Code:**

Sec. 20-325. - Transect standards.

T5 (Urban Center Zone)

Principle building setbacks (from property line)

Front/principle plane- 0 ft.—8 ft. max (from front property line)

2. The applicant requests a waiver from the required minimum of zero (0)-foot and maximum of twenty-four-foot (24)-foot maximum side principle plane setback for the building with a side principle plane setback of  $\pm 91.44$  feet from the western property line.

**Justification:**

**This waiver request is due lot size, location, and intended use of proposed structure need for on-site parking and pedestrian connections.**

**City Code:**

Sec. 20-325. - Transect standards. Lot Design Guidelines Table.

T5 (Urban Center Zone)

Principle building setbacks (from property line)

Side - 0 ft. min, 24 ft. max. (from side property line)

3. The applicant requests a waiver to reduce the 80% frontage buildout at the front setback required in the T5 transect to approximately  $\pm 25$  percent frontage.

**Justification:**

**This Waiver request is necessary that it would be highly impractical for a small stand-alone fast food restaurant building on a  $\pm .59$ -acre lot to achieve an 80% frontage buildout at the front setback, while still providing adequate parking, access, landscaping, and pedestrian facilities. To offset the frontage buildout reduction, the site includes enhanced landscaping, and a 6-foot wide sidewalk along the S.R. 434 frontage.**

City Code:

Sec. 20-325. - Transect standards. Lot Design Guidelines Table.

T5 (Urban Center Zone)

Frontage buildout - 80% min. (at front setback)

4. The applicant requests a waiver to locate the drive-thru service window on the west side of the building rather than the rear of the building.

**Justification:**

**Since the drive-thru lane is not to the rear of the building and will be visible from S.R. 434, intensified landscaping shall be provided between the drive-thru lane, which effectively blocks the view of vehicles in the drive-thru lane from the surrounding streets and sidewalks. Adjacent parking is proposed along the area adjacent to the two (2) drive-thru windows.**

City Code:

Sec. 20-324. - General provisions.

6. Drive-throughs. Drive-through service windows are only permitted in the rear in and alley accessed locations provided they do not substantially disrupt pedestrian activity or surrounding uses.

5. The applicant requests a waiver to allow 10 parking spaces between landscaping islands in lieu of requiring landscaping islands every six (6) parking spaces.

**Justification:**

**This waiver request is due small lot size and the need for adequate parking on site.**

City Code

Sec. 20-324. - General provisions.

8. f. Parking lot landscaping requirements.

6. The applicant requests a Waiver to reduce the off-street parking lot setback from S.R. 434 from a required minimum setback of 50-feet to approximately 40-feet.

**Justification:**

**Based on the relatively small sized lot and location of the off-street parking, plus the inclusion of landscaping along the S.R. 434 frontage, it is impossible to meet the minimum setback and to provide adequate screening of the off-street parking lot and provide key pedestrian connections.**

City Code

Sec. 20-324. - General provisions.

8c. Off-street surface parking lot placement. Off-street surface parking lots shall be set back a minimum of fifty (50) feet from the property line along the main street to accommodate liner buildings.

7. The applicant requests a waiver for Commercial Area: (A) 6' sidewalk in lieu of a 12' sidewalk and (B) Greenspace to maintain 12' planting area (green space) in lieu of 15' greenspace.

**Justification:**

**There is not enough room on the site and adjacent to the right-of-way to construct a side walk larger than 6' wide. The design is in harmony with current and proposed developments located on S.R. 434.**

City Code

Sec. 20-325 Transect T5 (Urban Center Zone)

(c) *Thoroughfare standards.*

(3) Urban Boulevard.

8. The applicant requests a waiver to include a permanent menu board sign and internal lighting. At this time, only temporary menu board signs are permitted subject to the restrictions and uniform design standards set forth in this Town Center Code. The Town Center Code requires that signs shall be externally lit. The menu board sign requires internal lighting.

**Justification:**

**A waiver is required to construct a menu sign and internal lighting for the operation of the Wendy's Fast Food Restaurant.**

City Code

Sec. 20-325 Transect T5 (Urban Center Zone)

Sec. 20-327.1. - Signs. (a)

Please do not hesitate to contact us at (813) 434-4770 with any comments or questions.

Sincerely,

Infinity Engineering Group, LLC.



Nisit Sapparkhao, P.E.

President



CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434  
Winter Springs, Florida 32708  
[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)  
Application – Waiver

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 20 – Zoning Sec. 20-34. The sufficiency review shall be completed within thirty (30) calendar days per FL Statute 166.033.

Applicants are responsible for posting notice (provided by the city) on the site at least seven (7) days prior to the Planning & Zoning Board (PZB) meeting at which the matter will be considered. Said notice shall not be posted within the City right-of-way.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Waiver is quasi-judicial in nature.

Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Waiver recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Waivers and may impose reasonable conditions on any approved Waiver to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 20, Zoning. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

A Waiver which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Waiver, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension. In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Waiver shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.





CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434  
Winter Springs, Florida 32708  
[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)

Application – Waiver

REQUIRED INFORMATION:

Applicant(s): James Vandercrake (agent) Date: \_\_\_\_\_

Mailing address: Infinity Engr. Group, 1208 E. Kennedy blvd., Suite 230, Tampa, FL 33602

Email: james@iegroup.net

Phone Number: 813-434-4770

Property Owner(s): JDBS Winter Springs, LLC, Joseph DiGerlando, Manager

Mailing Address: 14608 North Dale Mabry Hwy., Tampa, FL

Email: floridaequitycapital@hotmail.com

Phone Number: 813-961-8715

Project Name: Wendy's #12660

Property Address: 1218 East State Road 434, Winter Springs, FL 32708

Parcel ID(s): 06-21-31-506-0000-0040

Parcel Size: 25,676 s.f./0.589 ac.

Existing Use: vacant/undeveloped

Future Land Use: Town Center District T5

Zoning District: TC (T5)

All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request.

List Waiver(s)(provide additional sheets if necessary): See attached waiver list.

Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?

The Wendy's site is bordered on three sides by public streets and the fourth by a shared entrance drive aisle. Setback and buffering requirements along with vehicular circulation for emergency vehicles and patron access adversely limit the developer's ability to comply with code.



**CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434  
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[customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org)

**Application – Waiver**

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Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?

The project contributes to the Infrastructure Element of the Comprehensive Plan by constructing off-site water & sewer mains. The restaurant building has been architecturally enhanced to conform to the T5 (Urban Center Zone) building height minimum of 2 stories. The restaurant building conforms to side and rear setbacks. Landscaping, site and building lighting and signage in conformance with the code.

Will the proposed development plan significantly enhance the real property?

The development will enhance the real property by providing a food source destination along with a source of employment and tax paying property owner.

Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?

The restaurant will provide a safe work environment and an economic boost to the local economy

Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

The waiver will allow development of the parcel in a way consistent with the existing and proposed commercial uses and will not diminish property values in our opinion. Proposed pedestrian access circulation patterns will provide adjacent residents with a meeting destination to reduce vehicular traffic.

Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

The requested waiver items allow the developer to construct a business which conforms to the corporate image that customers easily identify and provides a safe pedestrian and vehicular circulation pattern.

Is the proposed development plan compatible and harmonious with the surrounding neighborhood?

The Wendy's is similar in theme to the adjacent Starbucks and will blend with the Chase Bank and multi tenant retail facility in providing pedestrian access to a variety of services.



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Application – Waiver

Has the applicant agreed to a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by city code? Yes \_\_\_\_\_ No TBD

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

Brian Schultz, Bleu Ocean Group

Mike Muroff, Purdy Muroff Architects

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

**REQUIRED DOCUMENTATION (PDF):**

- A complete Application and Fee (\$500.00\*)
- A general description of the relief sought under this division
- A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division
- A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).
- An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.
- For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

\* Fees are as shown above plus actual costs incurred for advertising or notification, and for reimbursement for technical and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the city’s consultant) , payable prior to approval of the pertinent stage of development.



CITY OF WINTER SPRINGS  
COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434  
Winter Springs, Florida 32708  
customerservice@winterspringsfl.org

Application – Waiver

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

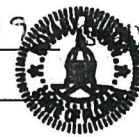
APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): James Vandercrake (agent)  
Applicant Signature: [Signature] Date: 10/17/19  
Business Name: Infinity Engineering Group, LLC  
Address: 1208 E Kennedy Blvd Ste 230, Tpa, FL 33602 Parcel ID: 06-21-31-506-0000-0040

STATE OF FL COUNTY OF Hillsborough Date \_\_\_\_\_

The foregoing instrument was acknowledged before me this 17 day of October, 2019, by James Vandercrake who is personally known to me or who has produced \_\_\_\_\_ as identification and who did did not take an oath.

Edwin Prado Date: October 17, 2019  
Notary Public Signature: [Signature]  
My Commission expires: April 2, 2022



Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): Joseph DiGerlando, Manager  
Property Owner Signature: [Signature] Date 10/17/19  
STATE OF FL COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17 day of OCTOBER, 2019, by JOSEPH DIGERLANO who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Date: \_\_\_\_\_ (seal):  
Notary Public Signature: [Signature]  
My Commission expires: 1/17/2021



JOSHUA C HORROCKS  
MY COMMISSION # GG 055965  
EXPIRES: January 17, 2021  
Bonded Thru Budget Notary Services

# **Exhibit 6**

## Development Agreement

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Anthony A. Garganese  
City Attorney of Winter Springs  
Garganese, Weiss, D'Agresta & Salzman, P.A.  
111 N. Orange Avenue, Suite 2000  
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

## DEVELOPMENT AGREEMENT

### JDBS Winter Springs, LLC (Wendy's)

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation ("City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **JDBS WINTER SPRINGS, LLC**, a Florida Limited Liability Company, whose address is 10931 N Dale Mabry Hwy, Tampa, Florida 32618-4112.

### WITNESSETH:

**WHEREAS**, Developer is the owner of approximately 0.59 acres, more or less, of real property located in the Winter Springs Town Center, T5 Transect, generally west of the intersection of Eagle Edge Lane and SR 434, Winter Springs, Seminole County, Florida, more particularly described herein ("Property"); and

**WHEREAS**, Developer has applied for Final Engineering/Site Plan Approval, Aesthetic Plan Approval, and certain Waivers from the Town Center Code in order to construct a Wendy's Restaurant with a drive-through on the Property; and

**WHEREAS**, pursuant to Chapter 20 Zoning, Article II, Division 1, Section 20-29.1 of the Winter Springs City Code ("City Code"), a community workshop for the Project was held on December 17, 2019; and

**WHEREAS**, Section 20-29(c) of the City Code requires that all site plans and waivers shall be binding on the use of the subject property and, further, that as a condition of approval by the City Commission, all development projects requiring a community workshop pursuant to Section 20-29.1 of the City Code shall be required to be memorialized in a binding development agreement; and

**WHEREAS**, this Development Agreement shall be recorded against the property so that the terms and conditions of approval related to the Project shall run with the land; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

**1.0 Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

**2.0 Authority.** This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

**3.0 The Property.** The real property subject to this Agreement has a tax parcel identification number of 06-21-31-507-0000-0020 and is legally described in **EXHIBIT “A”**, attached hereto and fully incorporated herein by this reference (“Property”).

**4.0 Project Description and Requirements.** Developer shall, at its expense, design, permit and construct a 2,183 square-foot fast food restaurant with a drive-through and outdoor patio on the Property, located in the City of Winter Springs Town Center. The restaurant and all public and private project infrastructure shall be constructed in a single phase.

(Hereinafter the project description and requirements are referred to as the “**Project**”).

The Developer shall construct the Project in a manner consistent with the approved Final Engineering/Site Plans, Aesthetic Plans, and Waivers that are on file with the City with the following file numbers and consistent with the requirements contained in this Agreement:

File No: ZP2019-00000007 - WENDY'S NO. 12660

Specific conditions of approval for the above-referenced Plans and Waivers include the following, which are also addressed in the staff report for the Final Engineering/Site Plans, Aesthetic Plans, and Waivers:

A. The Developer currently owns both the Property and the adjacent parcel, intended to be a future site of a Chase Bank, which will share a common driveway access. The common driveway access will be constructed to straddle the Property’s western property line. Therefore, should the Developer ever in the future sell or convey either the Property or the adjacent parcel, Parcel ID 06-21-31-507-0000-0010, the Developer shall be required to reserve an ingress and egress easement over the common driveway for the benefit of the remaining parcel. Should the parties ever mutually desire to terminate said ingress and egress easement over the common driveway, prior to executing such termination, the Parties shall seek and receive consent from the City of Winter Springs and obtain an amendment to the site plan.

B. The Developer shall add a decorative railing for safety purposes along the sidewalk located between the parking lot and the drive-through window.

C. The trees proposed to be planted in the public right-of-way by the Developer shall be subject to the obligation of ongoing maintenance and replacement for the first two years following planting, at the Developer's expense. If the City determines, after reasonable inspection, that any tree has become severely diseased or damaged to the point that the viability of the tree has been significantly compromised, the Developer shall be required to replace the tree. In the event that Developer fails to perform the necessary maintenance, repairs or replacements of any of the trees, the City shall have the right, but not obligation, to conduct said maintenance, repairs or replacements and recover the actual cost thereof from the Developer. Prior to exercising that right, the City shall provide the Developer written notice and an explanation of the specific default and at least thirty (30) days in which to cure the default. If Developer fails to cure the default by the end of the cure period, the City may exercise its rights to maintain and replace at any time thereafter.

**5.0 Future Permitting.** Developer shall be required to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for the Project within two (2) years of the Effective Date of this Agreement.

**6.0 Representations of the Parties.** The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon recording of this Agreement in the Public Records of Seminole County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

**7.0 Successors and Assigns.** This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property, and shall run with title to the same upon being duly recorded against the Property by the City.

**8.0 Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Seminole County, Florida or, for federal court actions, in Orlando, Florida.

**9.0 Amendments.** This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

**10.0 Entire Agreement; Exhibits.** This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire



agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

**11.0 Severability.** If any provision of this Agreement 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 the validity or enforceability of the remainder of this Agreement.

**12.0 Effective Date.** This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.

**13.0 Recordation.** Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Seminole County, Florida by the City. The Developer shall be responsible for all recording fees associated with this Agreement.

**14.0 Relationship of the Parties.** The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

**15.0 Sovereign Immunity.** The City intends to avail itself of sovereign immunity and other applicable limitations on City liability whenever deemed applicable by the City. Therefore, notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00).

**16.0 City's Police Power.** Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

**17.0 Interpretation.** The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

**18.0 Third-Party Rights.** This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

**19.0 Specific Performance.** Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

**20.0 Attorney's Fees.** In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

**21.0 Development Permits.** Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement in accordance with the criteria of the City Code and the requirements of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

**22.0 Default.** Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

**23.0 Termination.** The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for the Project within two (2) years of the effective date of this Agreement. The Developer may apply to the City Commission for an extension of this Agreement, which may be granted upon good cause shown. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 22 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Seminole County, Florida.

**24.0 Indemnification and Hold Harmless.** Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its commissioners, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and

construction, and maintenance activities in furtherance of constructing the Project and maintaining the improvements of this Project. This indemnification shall survive the termination of this Agreement.

**25.0 Force Majeure.** The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period (“Time Period”) constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City’s own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions (“Uncontrollable Event”), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party.

**26. Notice.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

**For the City:**

Shawn Boyle, City Manager  
City of Winter Springs  
1126 East S.R. 434  
Winter Springs, Florida 32708

With additional notice to:

Anthony A. Garganese, City Attorney  
Garganese, Weiss, D’Agresta & Salzman, P.A.  
111 N. Orange Avenue, Suite 2000  
Orlando, FL 32802

**For Developer:**

JDBS WINTER SPRINGS, LLC  
10931 N. Dale Mabry Hwy.,  
Tampa, FL 33618  
Attn: Bryan Schultz  
Phone: 813 760-2621  
[b.schultz@oceanbleugroup.com](mailto:b.schultz@oceanbleugroup.com)

copy to:  
Graham Legal Group, PLLC  
1000 Legion Place, Suite 1200  
3208C E. Colonial Drive, Box 292  
Orlando, Florida 32803  
Attn: Jesse E. Graham, Jr.  
Phone: 407-230-6449  
Email: [jgraham@grahamlegalgrp.com](mailto:jgraham@grahamlegalgrp.com)

WEN-ACQUISITIONS, LLC  
1100 Park Central Blvd. South, Suite 3300  
Pompano Beach, FL 33064  
Attn: Sauris Lugo / Jhonny Mercado  
Phone: 561-997-6002  
Email: [slugo@jaerestgroup.com](mailto:slugo@jaerestgroup.com) / [jmercado@jaerestgroup.com](mailto:jmercado@jaerestgroup.com)

copy to:  
Raul Gastesi, Esq.  
Gastesi & Associates, P.A.  
8105 NW 155<sup>th</sup> Street  
Miami Lakes, FL 33016  
Phone: 305-801-1292  
Email: [rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

**27.0 Assignment.** Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders without City consent, provided that the City is given notice of such assignment in accordance with Section 26.0 herein. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seal on the date first above written.

**CITY OF WINTER SPRINGS**

By: \_\_\_\_\_  
Charles Lacey, Mayor

ATTEST:

By: \_\_\_\_\_  
Christian Gowan, Interim City Clerk

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the City of Winter Springs,  
Florida only.

CITY SEAL

Date: \_\_\_\_\_

By: \_\_\_\_\_

Anthony A. Garganese, City Attorney for  
the City of Winter Springs, Florida

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

**JDBS WINTER SPRINGS, LLC**

\_\_\_\_\_  
Print name and title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (\_\_\_) physical presence or (\_\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of JDBS Winter Springs, LLC, a limited liability company, on behalf of the company, who is personally known to me or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
(Notary Public Signature)

\_\_\_\_\_  
(Print Name)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COMMISSION APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.**

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

Wendy's 12660, 1218 East State Road 434, Winter Springs, FL

LOT 2, WSTC OCEAN BLEU, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 84, PAGES 37 AND 38, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINS 25,677 SQUARE FEET OR 0.590 ACRES MORE OR LESS.