



PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY

SPECIAL MEETING AMENDED AGENDA
WEDNESDAY, JANUARY 8, 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

REGULAR AGENDA – PART I

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

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. The Office of the City Clerk requests that the Planning And Zoning Board/Local Planning Agency review and approve the Wednesday, December 4, 2019 Planning And Zoning Board/Local Planning Agency Regular Meeting Minutes.

Attachments: [Minutes](#)

PUBLIC HEARINGS AGENDA

- [400.](#) Development of Wendy's Fast Food Restaurant #12660

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

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.

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
REGULAR MEETING
DECEMBER 4, 2019

CALL TO ORDER

The Regular Meeting of Wednesday, December 4, 2019 of the Planning and Zoning Board/Local Planning Agency was called to Order at 5:30 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, absent
Board Member Bart Phillips, 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.

AWARDS AND PRESENTATIONS

100. Not Used

INFORMATIONAL AGENDA

200. Not Used

PUBLIC INPUT

Chairperson Mah opened “Public Input”.

Skylar Ramsey, 1502 Cardinal Street, Longwood, FL 32750 approached the Board, explained he was in AP Government at Winter Springs High school and asked “What inspired you to get involved in your City government and make a change?”

Board Members took turns expressing their sentiment and gratitude for the question. All stated a similar desire to help further their community and get involved as their inspiration.

Nora L’Heureux, 1203 Oselot Trail, Winter Springs, FL 32708 spoke in reference to agenda item 400, The Studios at Tuscawilla. Ms. L’Heureux was in favor of the project stating, “This is the kind of thing we need in our community for our families to be able to go to.”

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 Tuesday, November 12, 2019 (Rescheduled From Wednesday, November 6, 2019) Planning And Zoning Board/Local Planning Agency Regular Meeting Minutes.

REGARDING THE TUESDAY, NOVEMBER 12, 2019 PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY REGULAR MEETING MINUTES, “I MOVE TO APPROVE THE MINUTES.” MOTION BY BOARD MEMBER EVANS. SECONDED BY BOARD MEMBER PHILLIPS. DISCUSSION.

VOTE:

CHAIRPERSON MAH: AYE

VICE-CHAIRPERSON McCANN: AYE **Agenda Note: See Reports******

BOARD MEMBER EVANS: AYE

BOARD MEMBER PHILLIPS: AYE

MOTION CARRIED.

PUBLIC HEARINGS AGENDA

400. The Studios At Tuscawilla

Mrs. Marla Molina, Senior City Planner, Community Development Department introduced the proposal and gave a brief overview of the history of the parcel. Mrs. Molina noted the applicant was requesting modifications to the Developer's Agreement to allow for more uses and reviewed conditions, restricted uses, and traffic counts. The staff recommendation was relayed and discussion opened for additional questions.

Chairperson Mah expressed concern about a potential coffee shop and the traffic analysis.

Ms. Sandra Gorman, Senior Traffic Engineer, CPH, Inc., 5601 Mariner St., Tampa FL, 33609 addressed concerns and discussion continued on variations of coffee shops with and without drive thrus.

Further discussion followed on street parking. Staff advised that these concerns could be addressed in the final engineering process.

Chairperson Mah opened "Public Input"

No one addressed the Board

Chairperson Mah closed "Public Input".

Board Member Evans relayed a concern about noise generating activities and asked if making a recommendation to the City Commission would be best. Staff alternatively suggested that language could be put in the Developer's Agreement.

Mr. Louis Chavez, 1051 Deer Run Drive, Winter Springs, Florida 32708 advised that the applicant was working with sound engineers to address any issues of sound bleeding.

Further discussion ensued on noise, potential square footage of the property, and on-street parking.

"I WOULD LIKE TO APPROVE THE AMENDMENT TO THE DEVELOPER AGREEMENT, TO INCLUDE SECTION 3.5 AS WELL INCLUDING, BUT NOT LIMITING, A RECOMMENDATION TO THE COMMISSION FOR THE

RESTRICTIONS OF THE SITE SETBACKS, NO DRIVE-THRU; NO OUTDOOR VENUE, MUSIC, OR PERFORMANCES; AS WELL AS THE LIMIT ON HOURS OF OPERATION.”

MOTION BY BOARD MEMBER EVANS. SECONDED BY CHAIRPERSON MAH. DISCUSSION.

VOTE:

VICE-CHAIRPERSON McCANN: AYE

BOARD MEMBER PHILLIPS: AYE

BOARD MEMBER EVANS: AYE

CHAIRPERSON MAH: AYE

MOTION CARRIED.

REGULAR AGENDA

500. Not Used

REPORTS

****Agenda Note**** Staff asked for clarification regarding Board Member McCann’s official vote regarding Item 300. Vice-Chairperson McCann voted ‘Aye’.

Staff asked for the Board to consider two (2) dates, January 7th or 8th, to hold a Special meeting due to the Regular meeting falling on January 1, 2020, a City holiday. Discussion followed and the Board agreed on January 8, 2020.

Assistant to the City Clerk Tristin Motter called a roll call vote to confirm support of the January 8, 2020 Special Meeting.

VOTE:

BOARD MEMBER EVANS: AYE

BOARD MEMBER PHILLIPS: AYE

CHAIRPERSON MAH: AYE

VICE-CHAIRPERSON McCANN: AYE

MOTION CARRIED.

Vice Chairperson McCann expressed concerns with the scheduling and movement of the meetings.

PUBLIC INPUT

Chairperson Mah opened “Public Input”.

No one spoke.

Chairperson Mah closed “Public Input”.

ADJOURNMENT

Chairperson Mah adjourned the Regular Meeting at 6:11 p.m.

RESPECTFULLY SUBMITTED:

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, JANUARY 8, 2020 | SPECIAL MEETING

TITLE

Development of Wendy’s Fast Food Restaurant #12660

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 2,163 SF Wendy’s Fast Food Restaurant, a permitted use within the Town Center.

General Information				
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

Background Data:

JDBS Winter Springs, LLC (The Ocean Bleu Group) is proposing to build a Wendy's Fast Food Restaurant in the Winter Springs Town Center. The proposed 2,163 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.

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. 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.

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.
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.

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.
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.

The front of the building which faces S.R. 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 has a tan, sand finish stucco façade.

	<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.</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.</p> <p>A parking lot drive-thru lane encompasses the north, east and south sides of the building.</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 City of Winter Springs is comprised of diverse architectural styles and, therefore, the proposed project represents a positive addition to this area of the City.</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 a positive addition to the City of Winter Springs 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</p>

	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.
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Final Engineering Plans

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 2,163 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. 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, LDC Section 9-277(26). A parking lot is located on the west side of the building. A drive-thru lane encompasses the north, east and south sides of the building. The parking lot has 17 on-site, and 9 on-street parking spaces, including two handicap spaces, for a total of 28 parking spaces.

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. 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) Urban Boulevard.</p>

8.	<p>The applicant requests a waiver for one freestanding monument sign.</p> <p><u>Justification</u> A waiver is required to construct a freestanding monument sign along State Road 434 frontage.</p> <p><u>City Code</u> Sec. 20-325 Transect T5 (Urban Center Zone) Sec. 20-327.1. - Signs. (a)</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 nine (9) proposed waiver requests, the applicant has satisfied the eight (8) specific criteria as required. 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.

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 ~2,163 SF (Fast Food Restaurant w/ Drive-thru) Commercial
 Transportation/Road: \$ 19,216.00/1,000 SF GFA = \$ 69,177.60
 Fire: \$ 320.00/1,000 net SF = \$ 1,152.00
 Police: \$ 0.156 per SF = \$ 561.60
 Parks & Recreation: N/A
 City Impact Fees (Wendy's) Total = \$ 70,891.20

Procedural History:	
March 8, 2019	Combined Preliminary/Final Site Plan Application Submittal Under Review
May 7, 2019	Aesthetic Review Application
September 16, 2019	Waiver Application
December 12, 2019	Waiver Application - Revised
December 17, 2019	Community Workshop Meeting

Applicable Law, Public Policy, and Events:

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

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 one thousand feet of the subject property, 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.

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 2,163 SF Wendy's Fast Food Restaurant. contingent upon the below conditions of approval.

Conditions of Approval:

Approval of the Final Engineering Plan, Aesthetic Plans, and Waivers shall be contingent upon the execution of the Development Agreement and completion of all obligations contained therein.

1. The Developer (JDDBS Winter Springs) shall be required to obtain a private easement to allow JDDBS Winter Springs to plant, install, construct, maintain, and repair landscaping, vegetation, and parallel parking spaces within the private right-of-way for that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66, in a width sufficient to accommodate the proposed landscaping, vegetation and parallel parking spaces as depicted in the Final Engineering Plans.
2. The Developer (JDDBS Winter Springs) shall be required to obtain a public easement in favor of the City of Winter Springs, in a form to be approved by the City Attorney, to allow for the construction and maintenance of a sidewalk for public pedestrian access and use within the private right-of-way for that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66, in a width sufficient to accommodate the proposed sidewalk as depicted in the Final Engineering Plans.
3. The Developer (JDDBS Winter Springs) shall be required to obtain a public easement in favor of the City of Winter Springs, in a form to be approved by the City Attorney, to allow for public parking use of the parallel parking spaces within the private right-of-way for that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66. The Developer shall not be permitted to close the parallel parking spaces on Sea Hawk Cove to the public, except for the purpose of making necessary repairs and conducting maintenance and provided five (5) business days' notice is given to the City. The Developer shall not be permitted to install signage labeling the parallel parking spaces for Wendy's customer use only, or for the sole use of any future business's customers.
4. The Developer shall obtain the easements described in Conditions of Approval 1-4 prior to obtaining any building permits.

5. The Developer currently owns both the subject parcel 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 subject parcel's western property line. Therefore, should the Developer ever in the future sell or convey either the subject parcel, Parcel ID 06-21-31-507-0000-0020, 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.
6. The Developer shall add a decorative railing for safety purposes along the sidewalk located between the parking lot and the drive-through window.

Attachments:

1. Exhibit 1 – Vicinity Map
2. Exhibit 2 – Aesthetic Review Plans
3. Exhibit 3 – Final Engineering Plans
4. Exhibit 4 – Traffic Review
5. Exhibit 5 – Waiver Application
6. Exhibit 6 – Development Agreement

Project Site

1218 E. SR 434, Winter Springs, FL 32708

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





Purdy + Muroff Architecture, Inc.

1711 North Hills Avenue, Tampa, Florida 33607, Ph: 813-953-0055 Fax: 813-953-4350 Web Site: 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 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

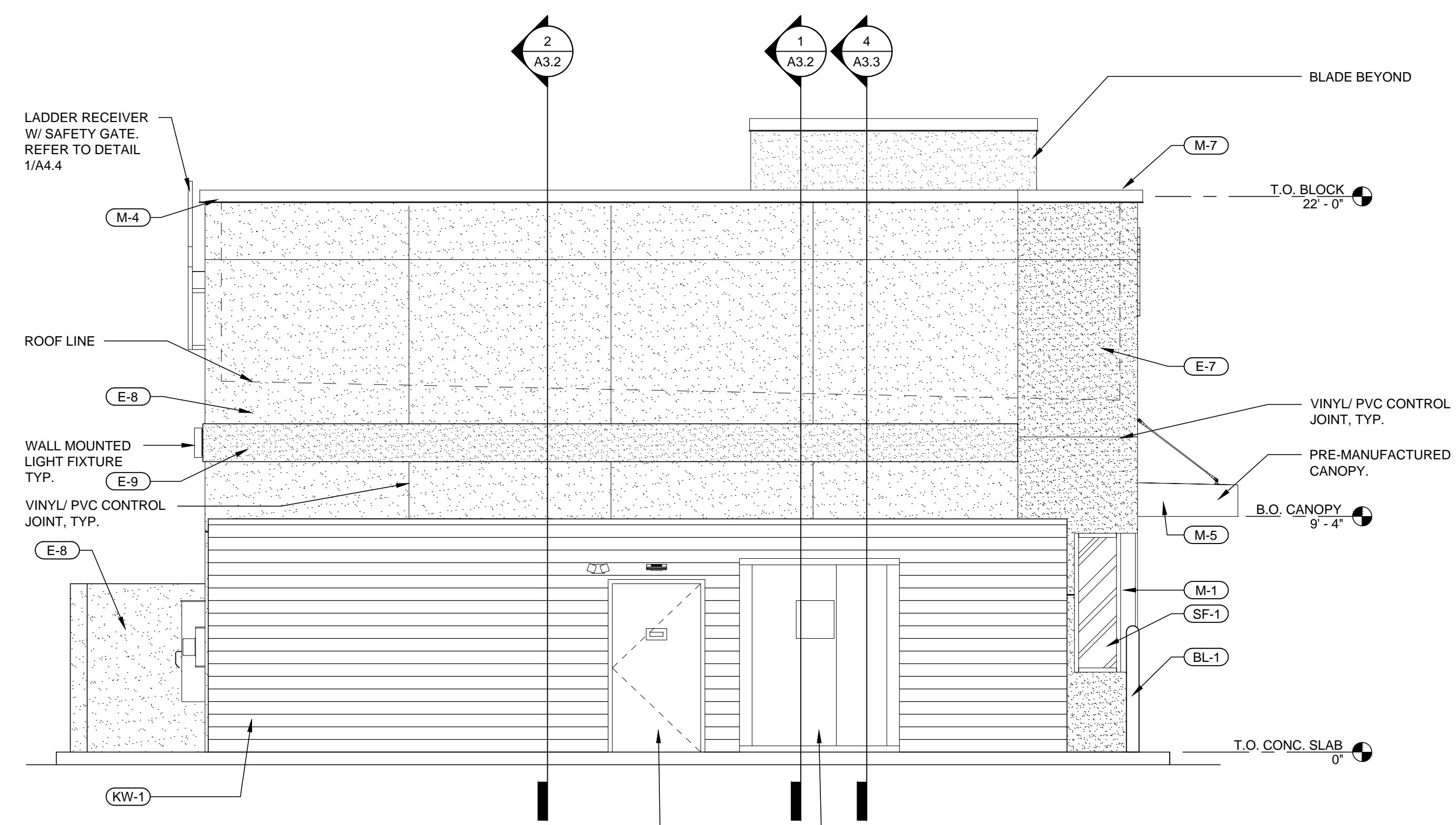
MICHAEL MUROFF
 AR 92344

EXTERIOR ELEVATIONS

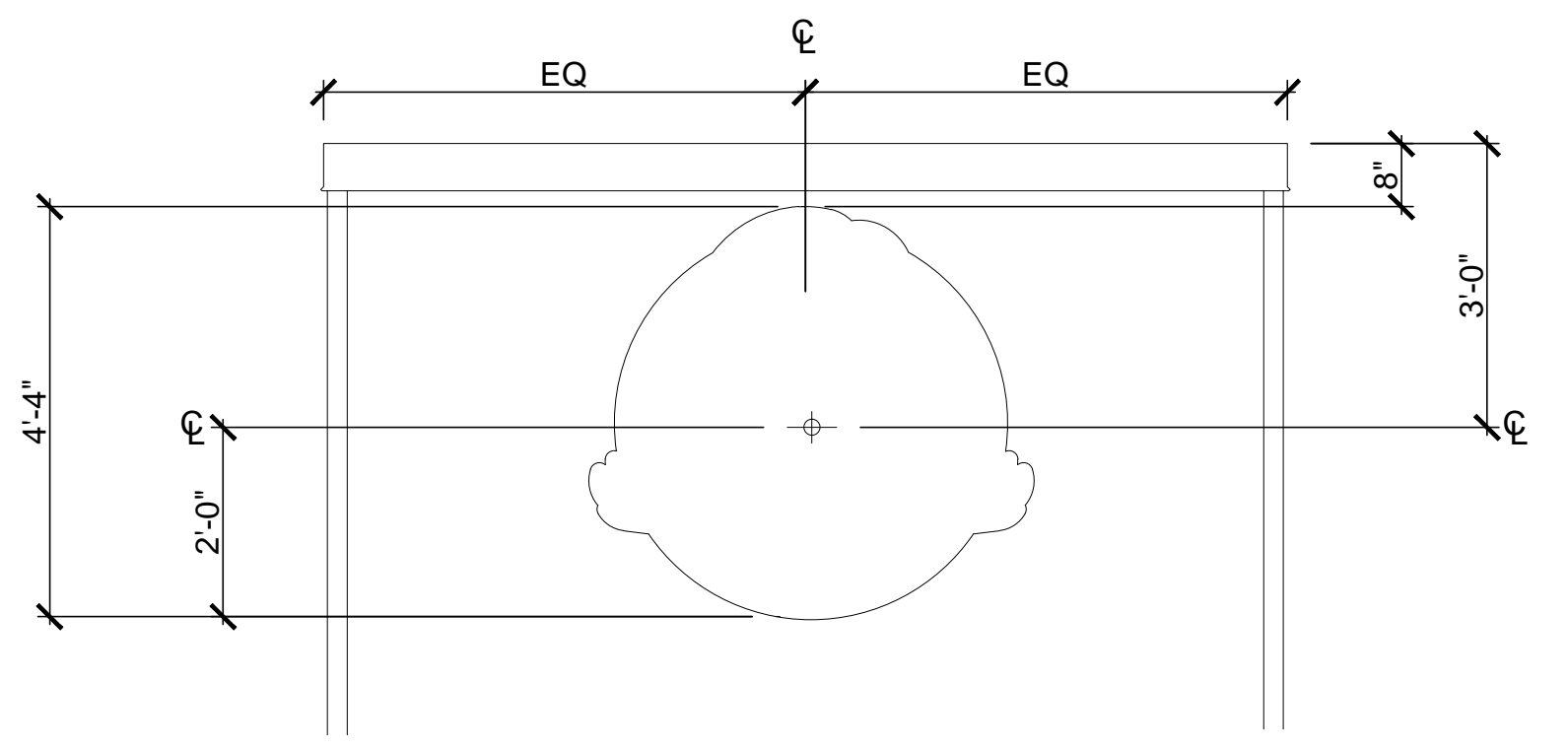
SHEET NUMBER

A2.1

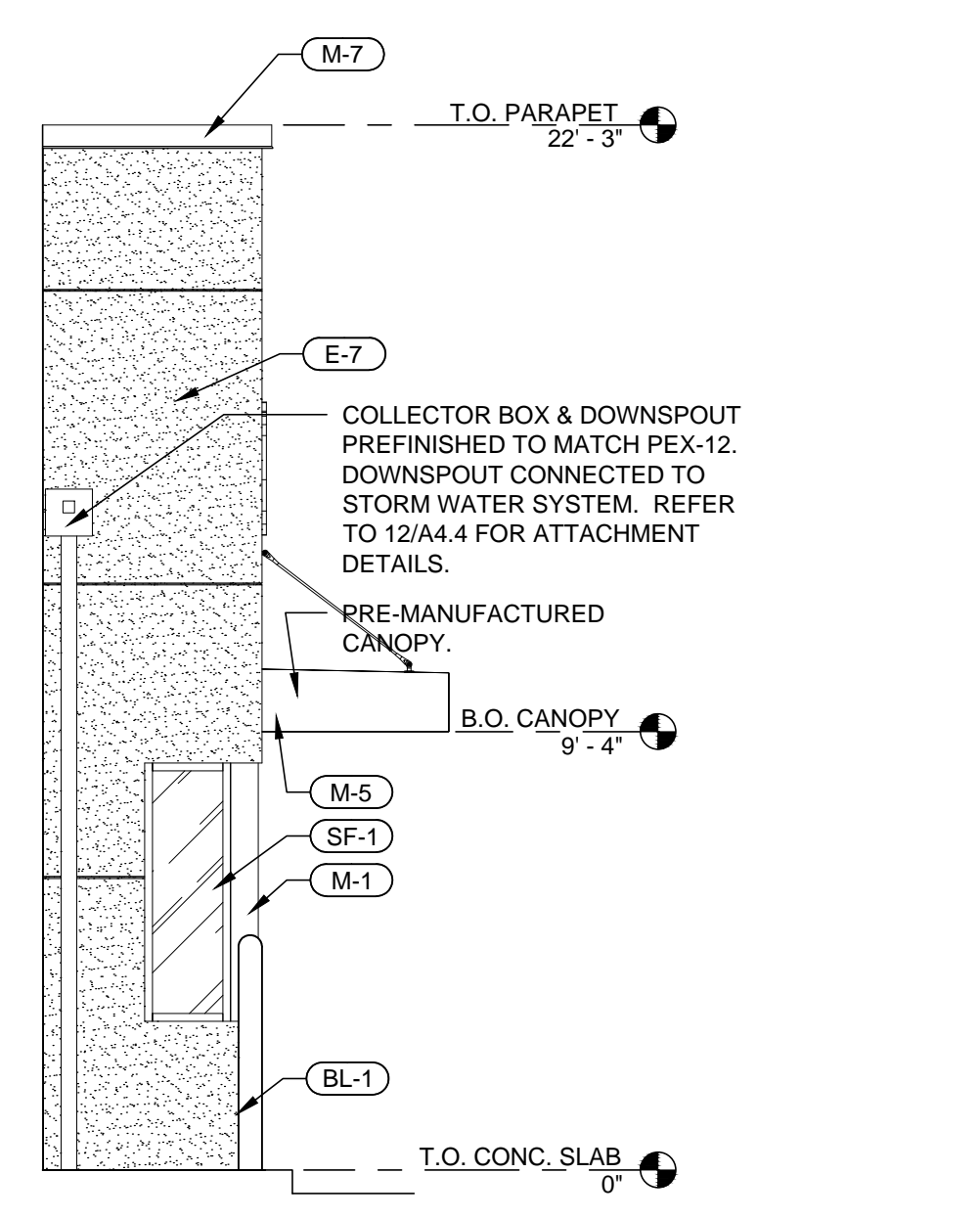
AA-0003276
 HARTLEY + PURDY ARCHITECTURE, INC.
 ALL RIGHTS RESERVED 2019



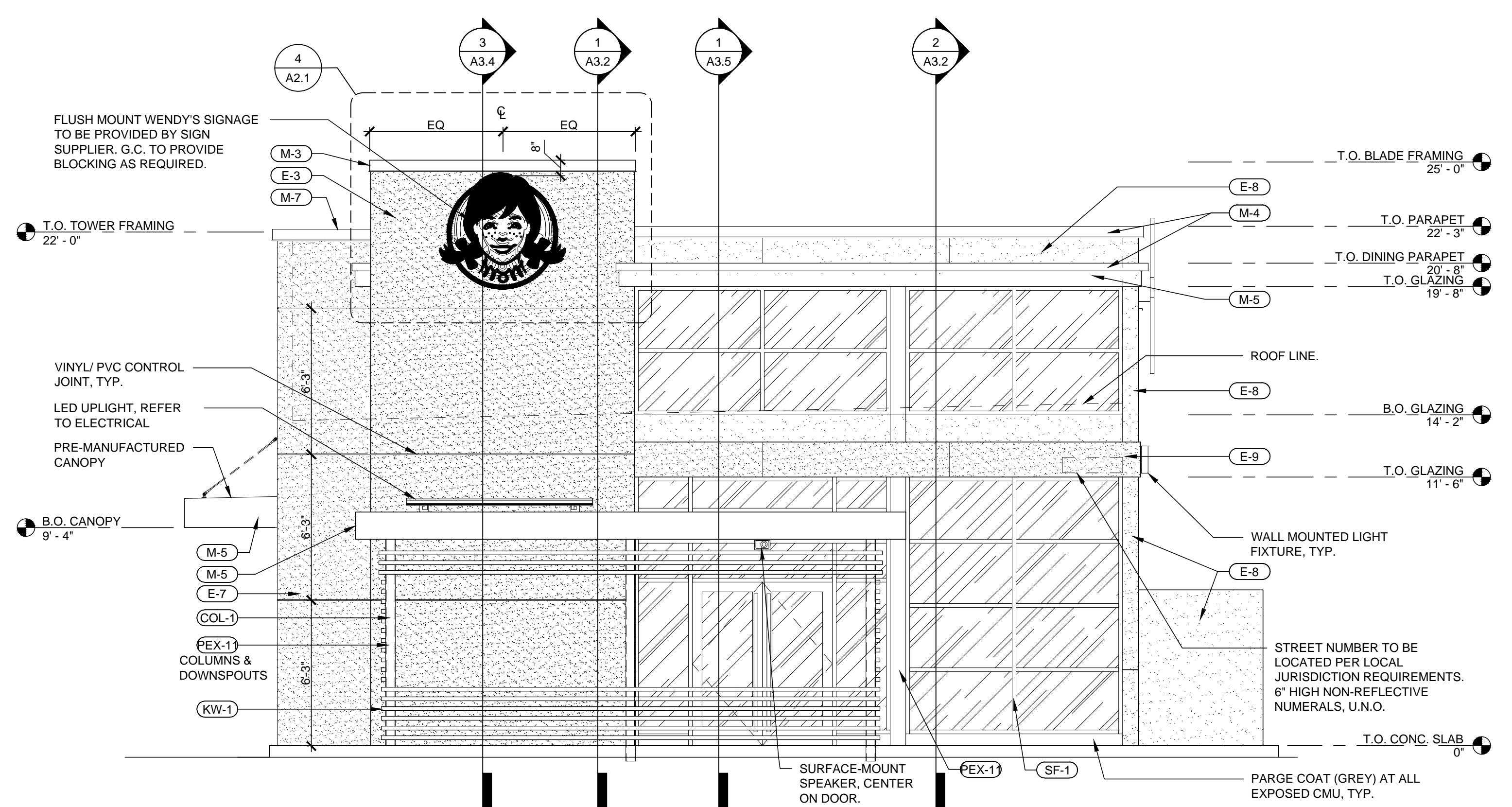
REAR ELEVATION 2
 1/4" = 1'-0"



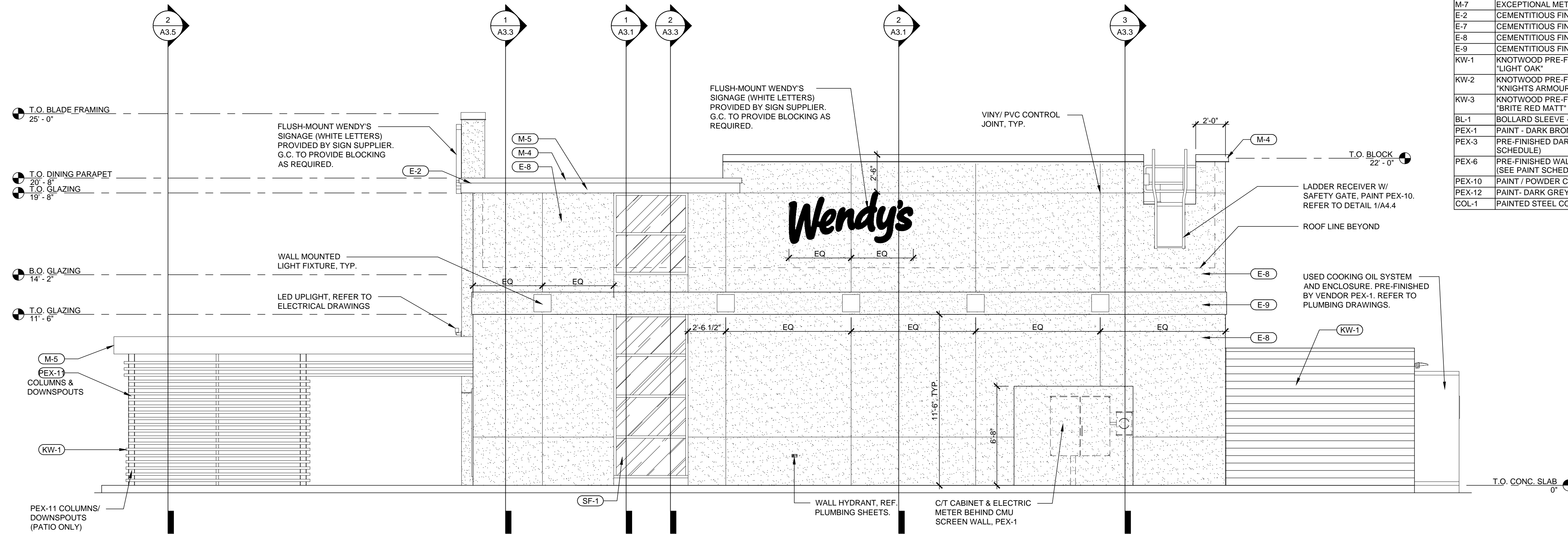
WIRING HOLE PLACEMENT DIAGRAM 4
 1/2" = 1'-0"



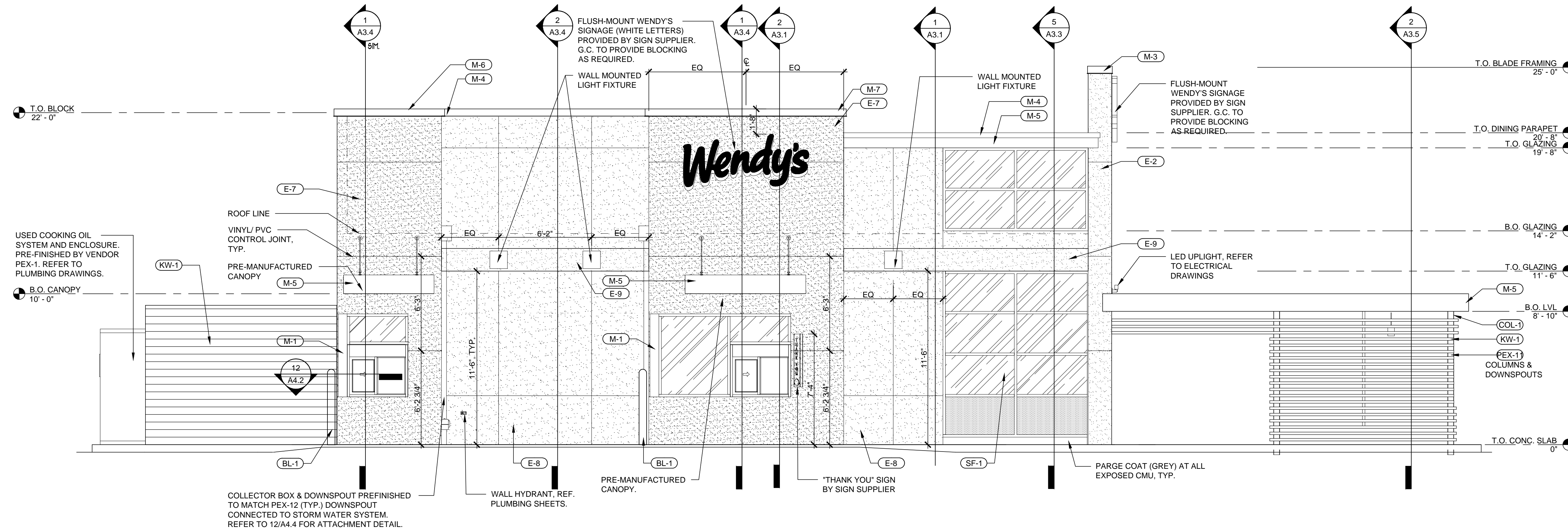
REAR DRIVE-THRU ELEVATION 3
 1/4" = 1'-0"



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



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



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

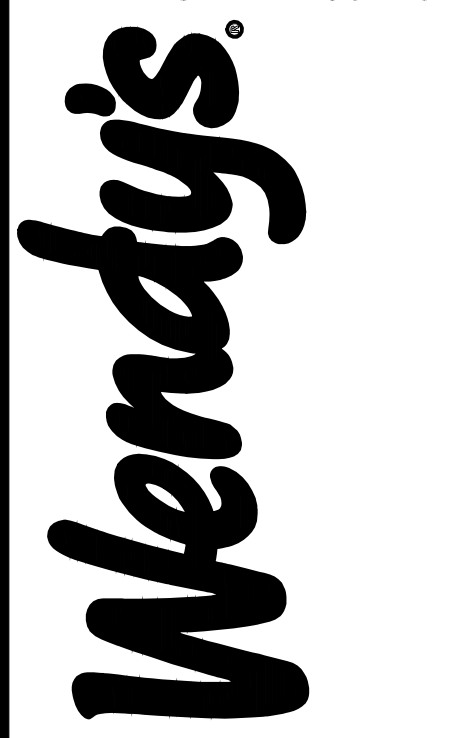
EXTERIOR FINISH SCHEDULE

SF-1	STOREFRONT - "DARK BRONZE"
PUW	PICK-UP WINDOW TO MATCH STOREFRONT
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M-3	EXCEPTIONAL METALS - "BRIGHT RED"
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PEX-10	PAINT / POWDER COAT - BLACK (SEE PAINT SCHEDULE)
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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
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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

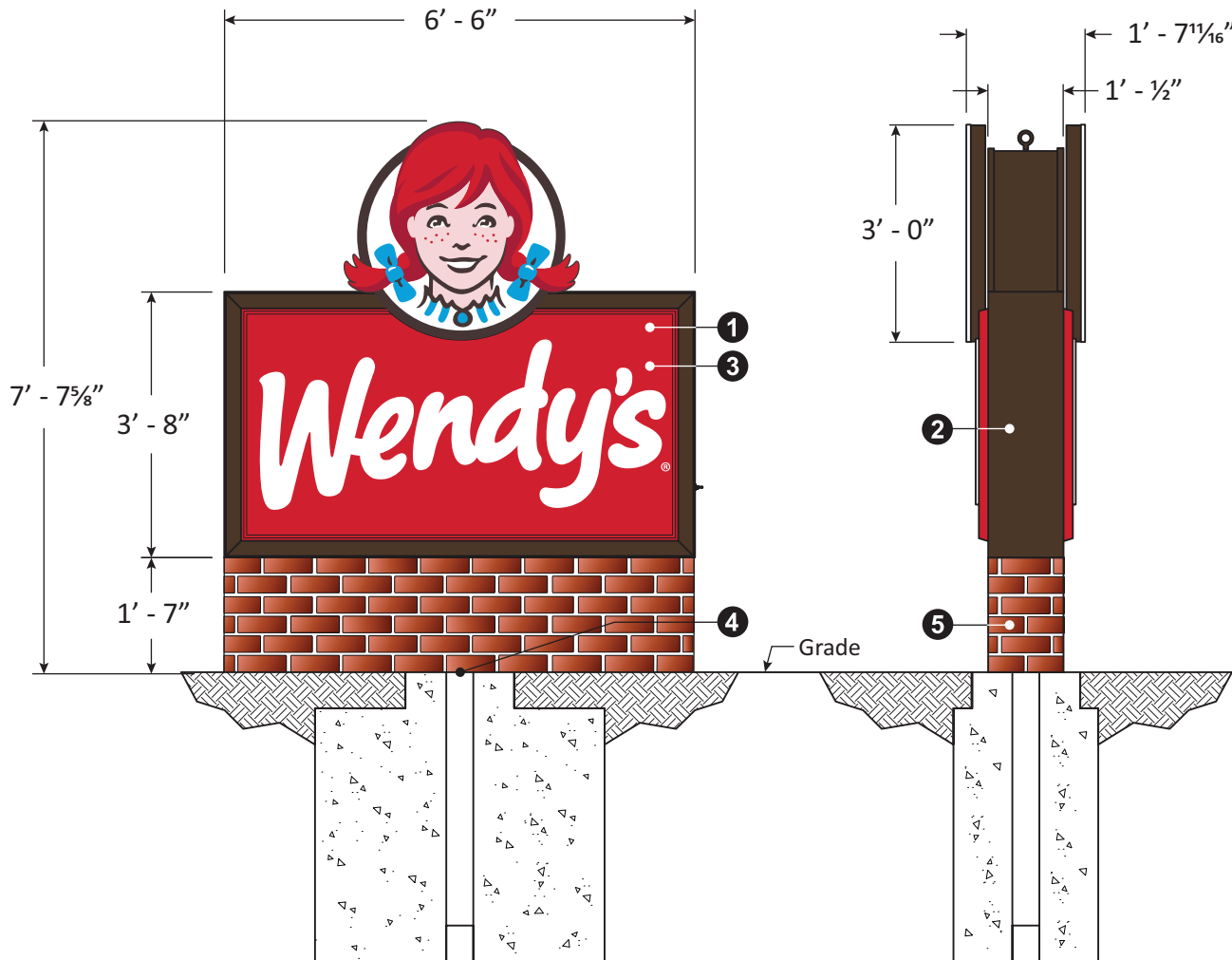
MICHAEL MUROFF
 AR 92344

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.

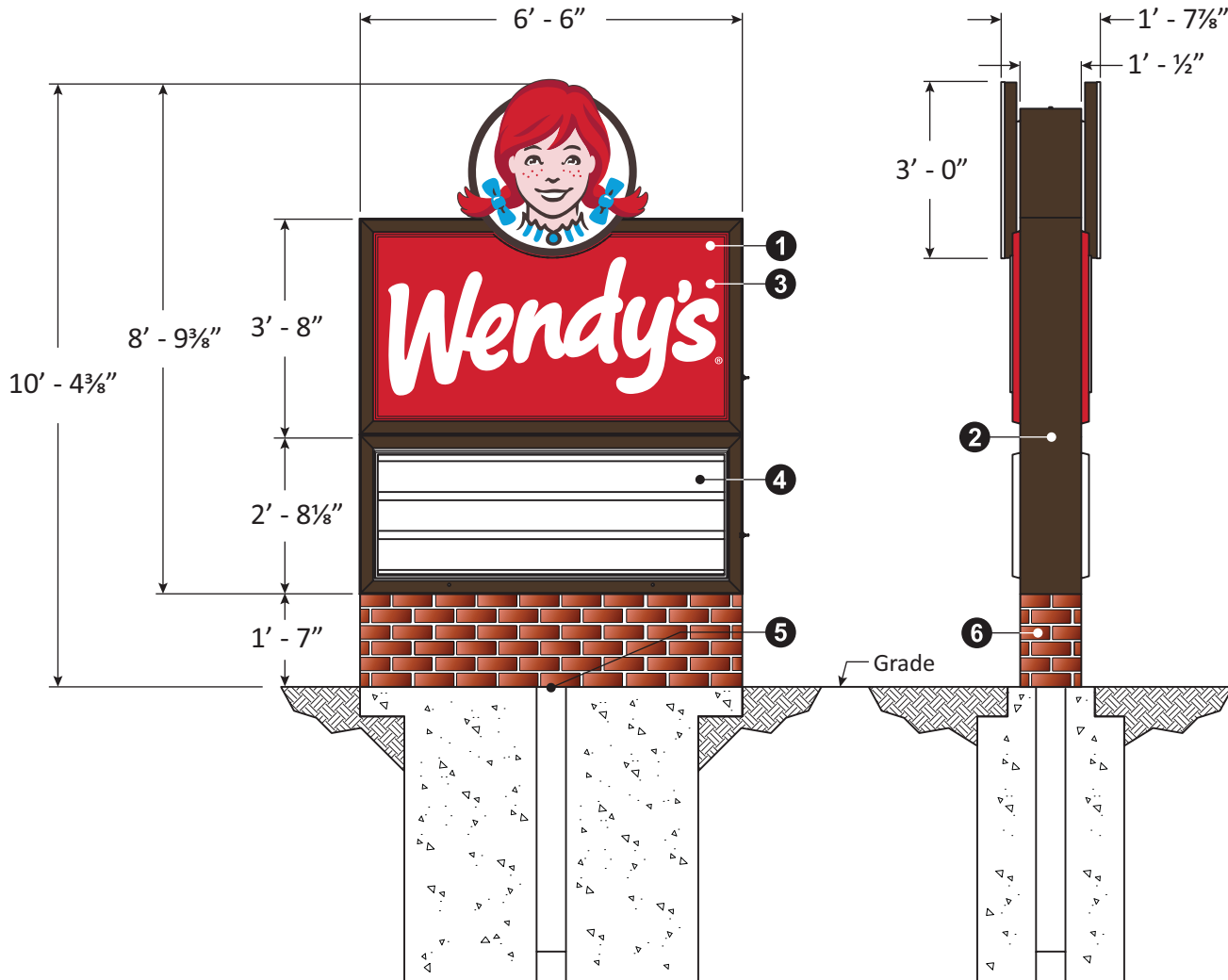
MATERIALS & SPECS

Actual: 29.56 ft² | Nearest Rectangle: 40.29 ft²

- 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)



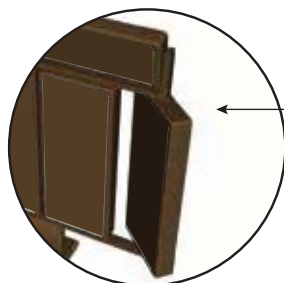
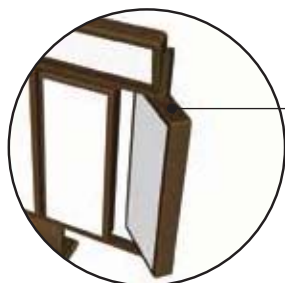
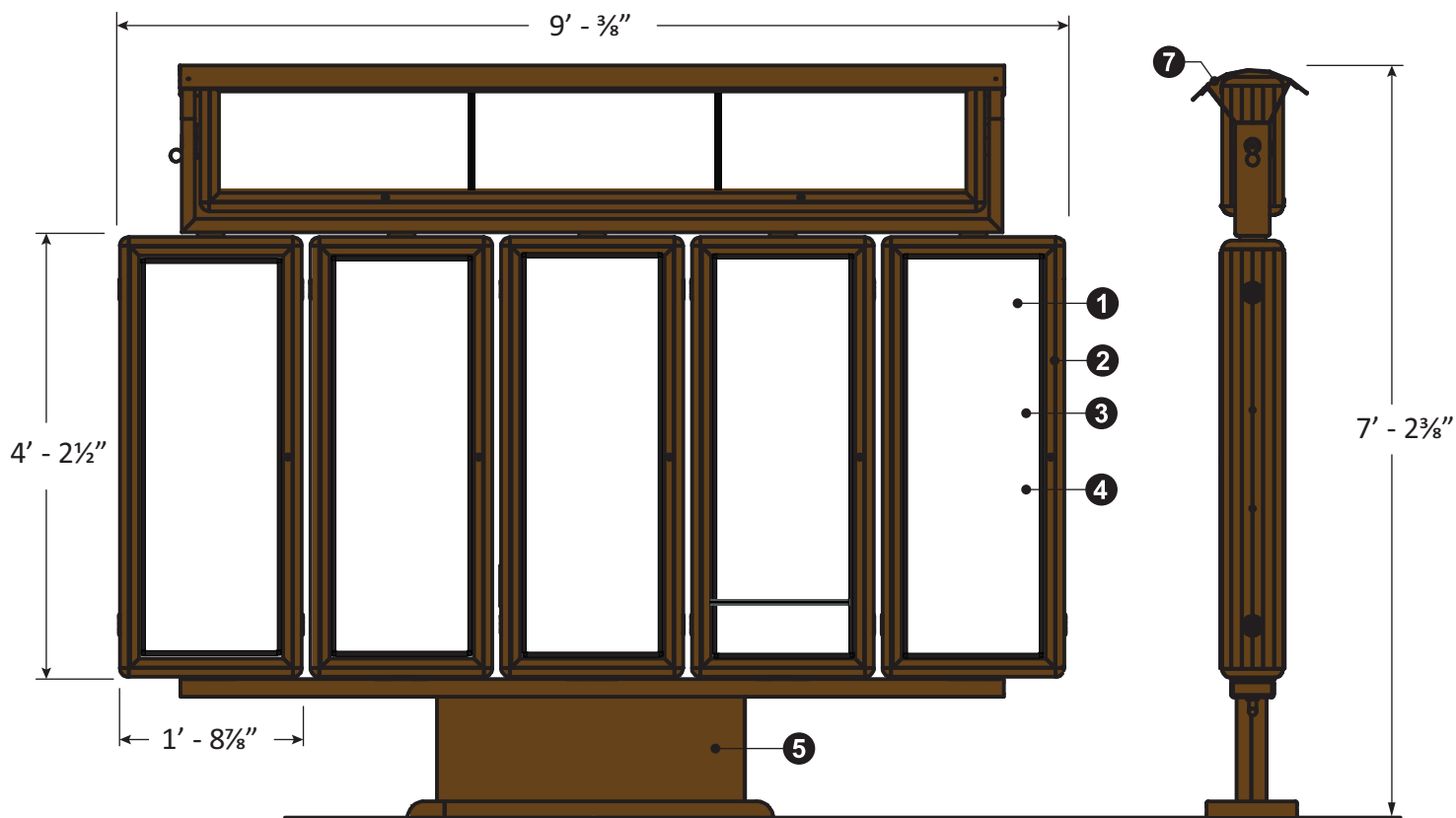
Foundation specifications are site specific and subject to local soil and code requirements.

MATERIALS & SPECS

Actual: 47 ft² | Nearest Rectangle: 56.47 ft²

- ① Illumination - CW/HO lamps, cameo illuminated with white LEDs*
 - ② Cabinet - 12½" deep extruded aluminum with 2½" aluminum retainers
 - ③ Face - (2) 1¼" deep thermoformed .177" acrylic with ½" 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)



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

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

Actual: 55.88 ft²

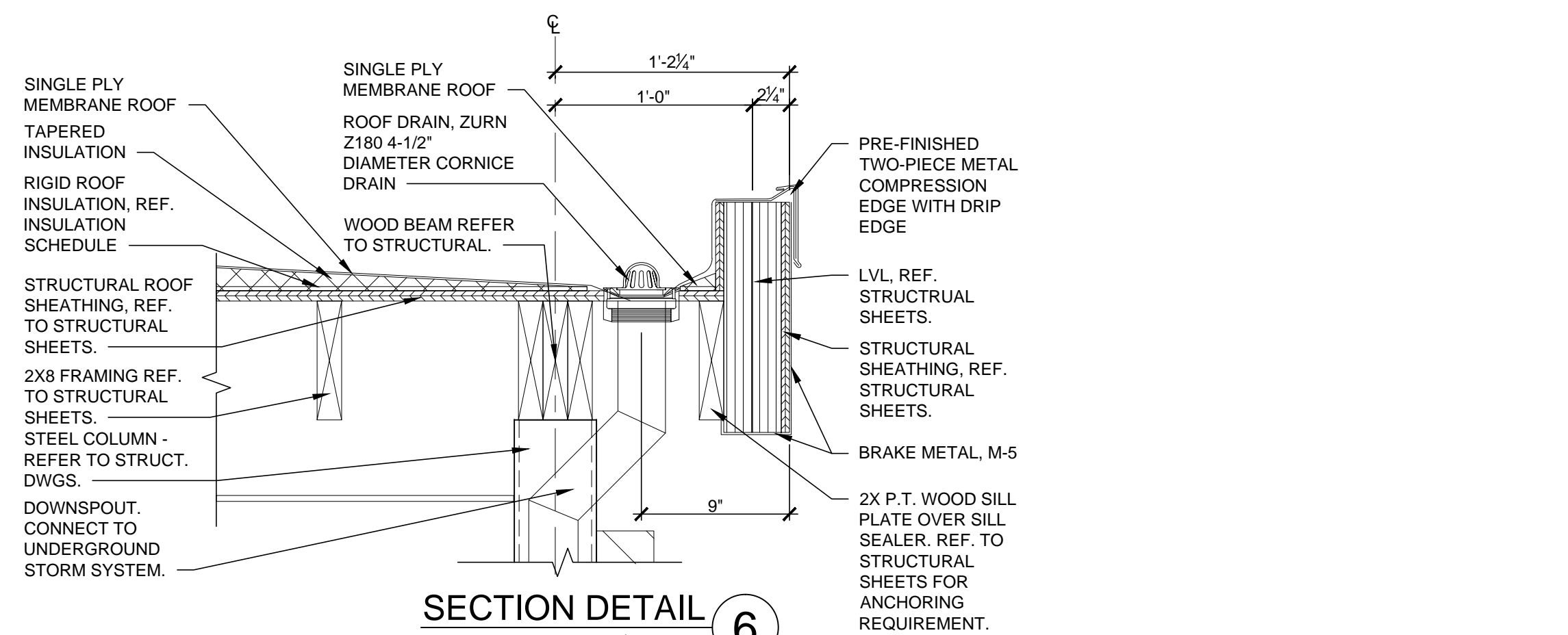
MATERIALS & SPECS

- 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

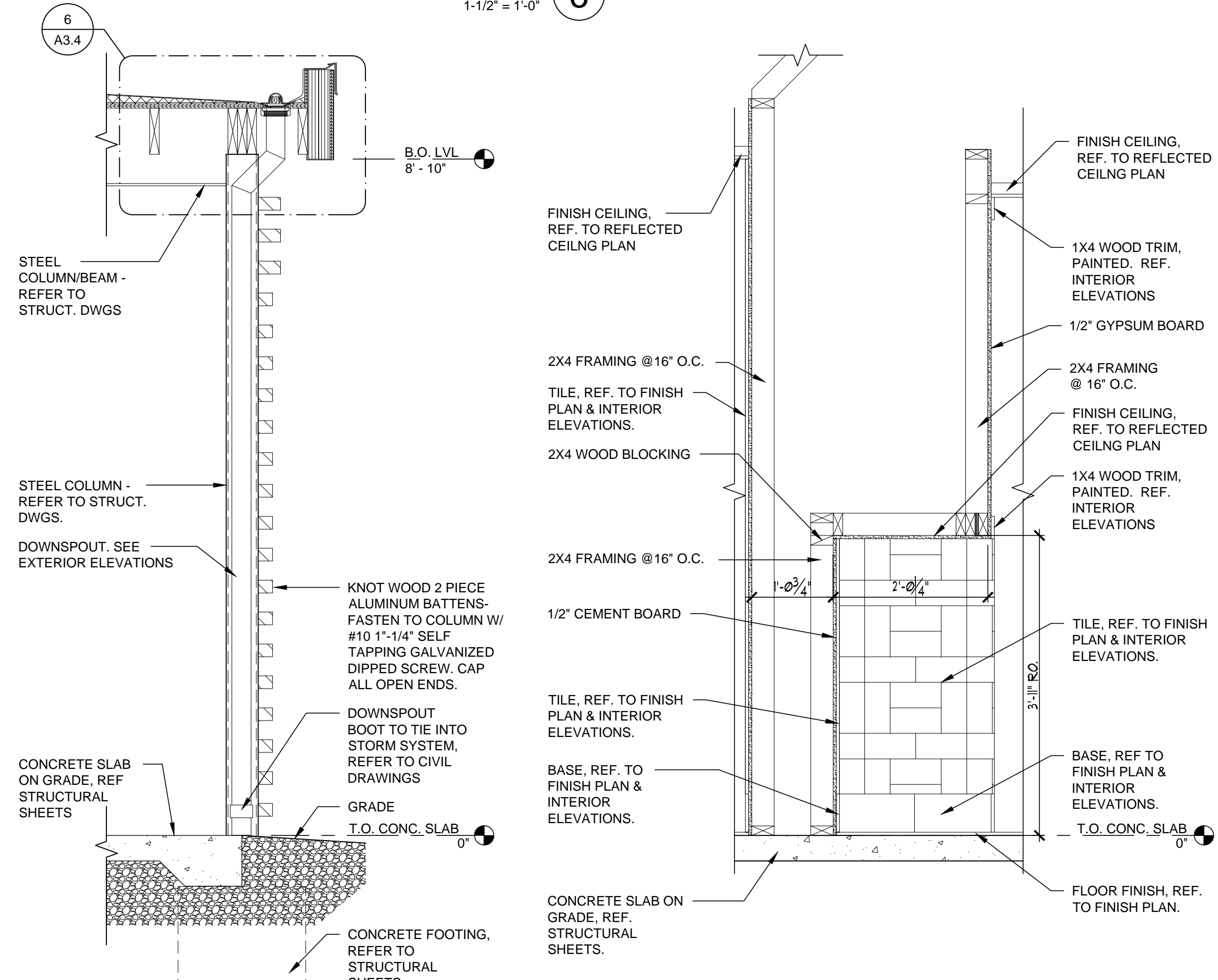
*Anchor bolt kit sold separately, NSS#: 90002151
*Total electrical load: 6.72 amps.
Requires (1) 20 amp circuit @ 120V/60Hz (all components UL listed)

SECTION GENERAL NOTES

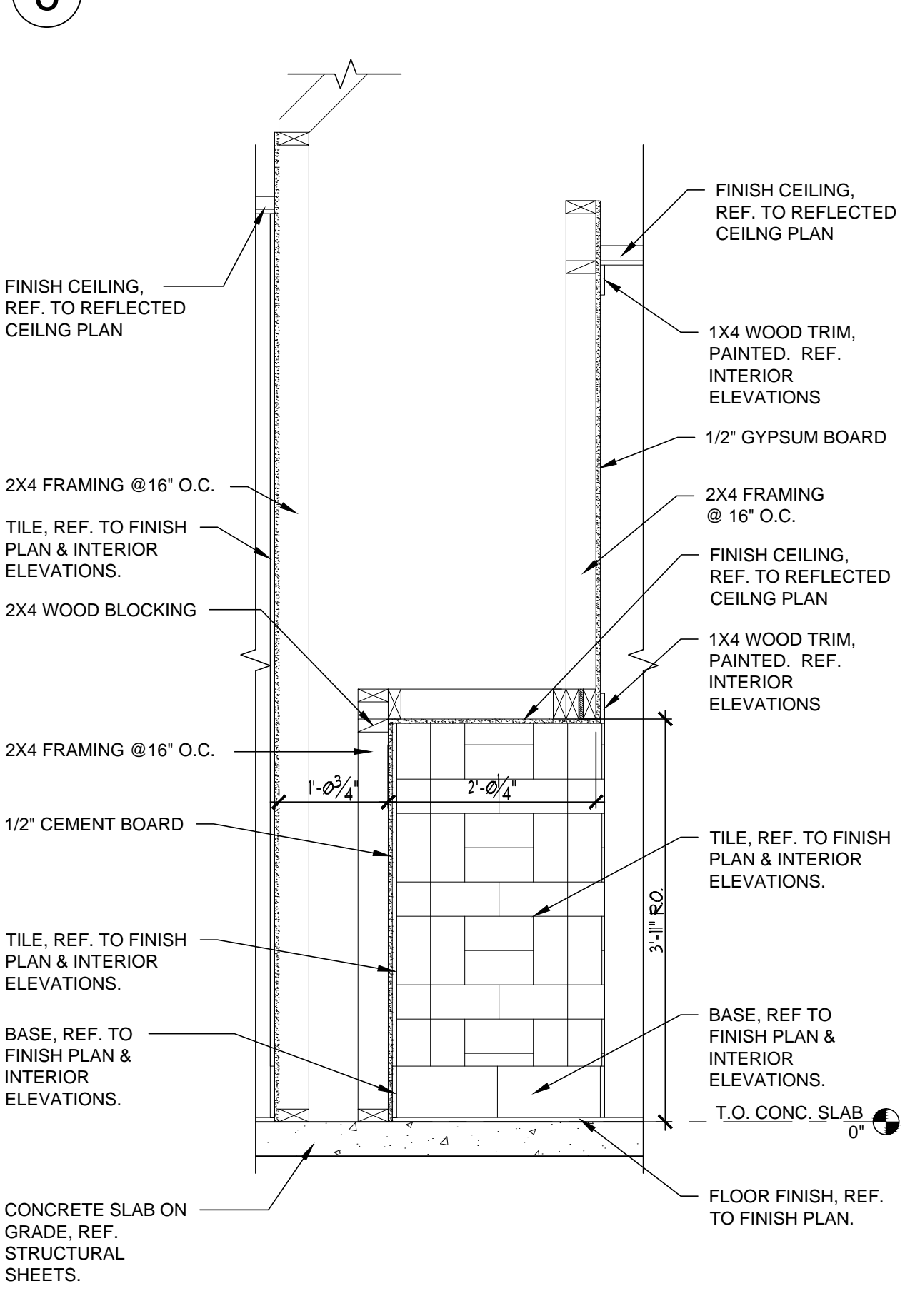
- A. SEAL EXTERIOR WALL AND ROOF PENETRATIONS AND JOINTS BETWEEN DISSIMILAR MATERIALS TO ENSURE A COMPLETELY WEATHER-TIGHT SEAL. SEALANT LOCATIONS INCLUDE BUT ARE NOT LIMITED TO: LIGHT FIXTURE MOUNTS, DOOR AND WINDOW FRAMES, FASCIA EDGES, SIGNAGE MOUNTS, CONDUIT PENETRATIONS, SCUPPERS, ELECTRICAL OUTLETS, 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.



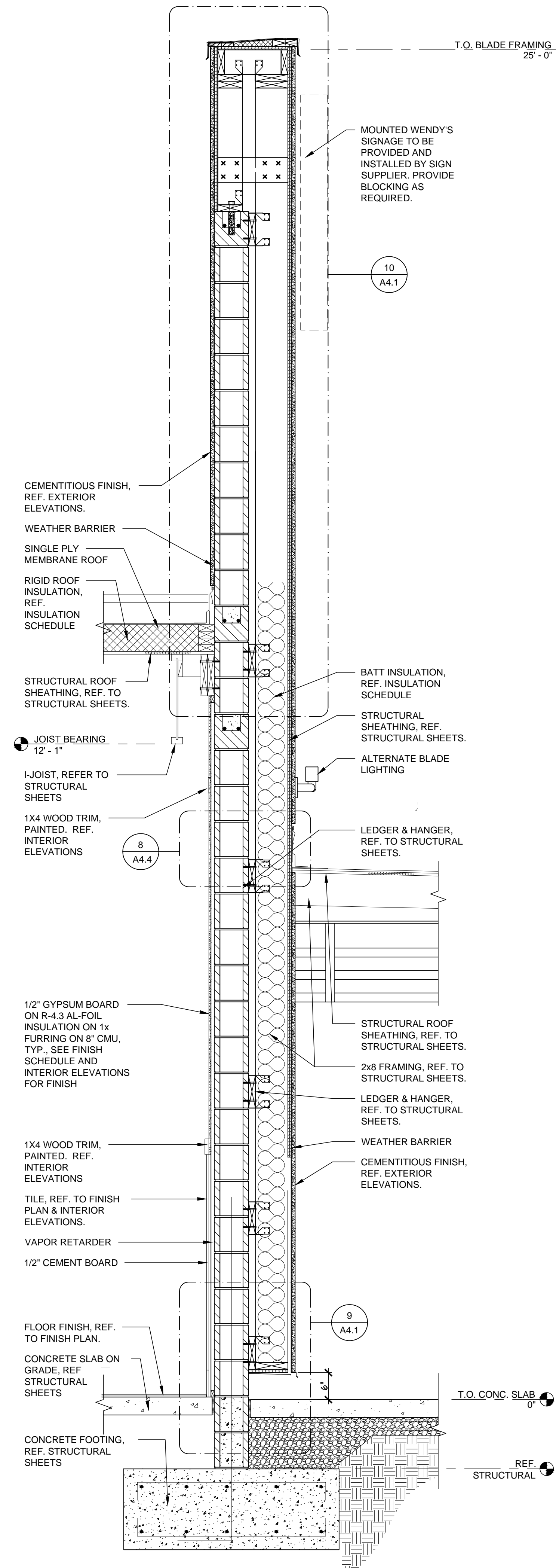
SECTION DETAIL 6
1-1/2" = 1'-0"



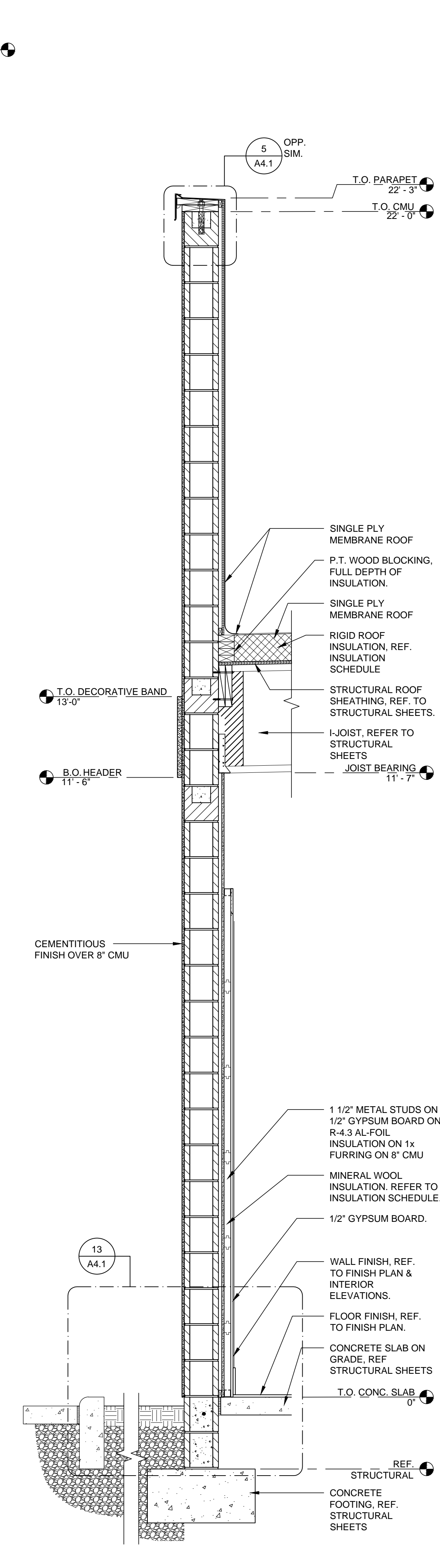
SECTION 5
3/4" = 1'-0"



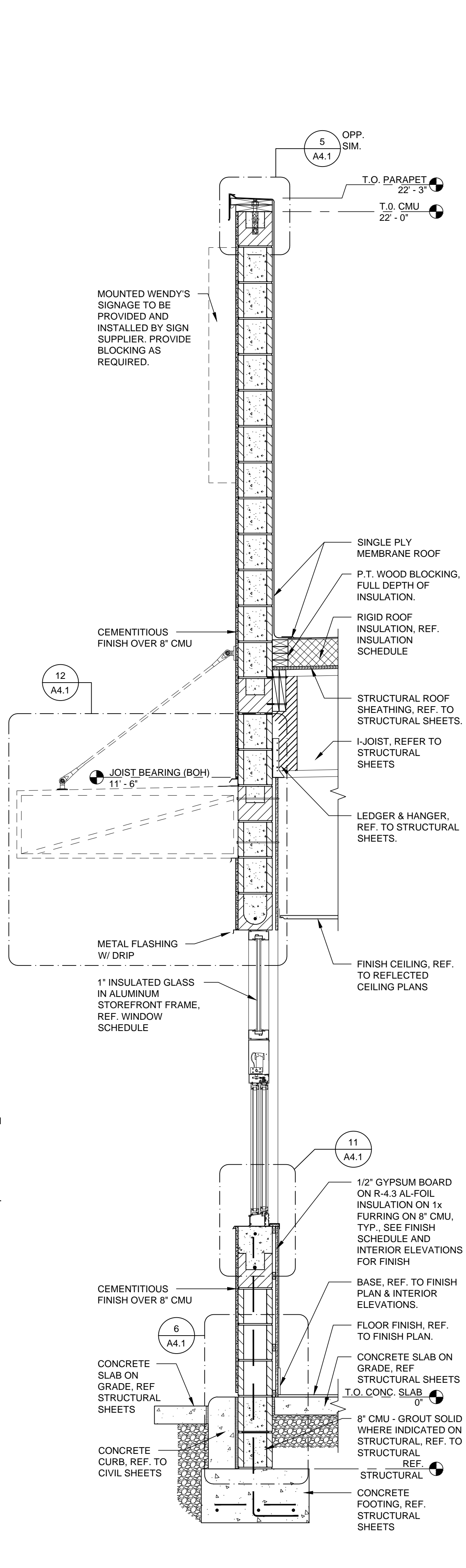
SECTION 4
3/4" = 1'-0"



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



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

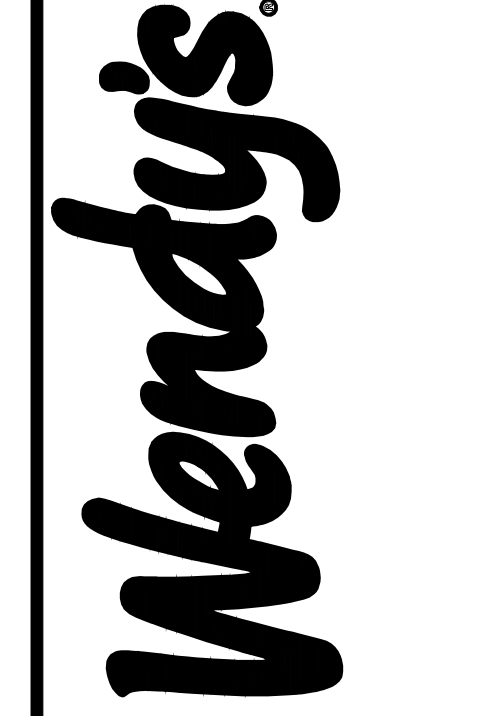


SECTION 1
3/4" = 1'-0"

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 813.553.4005 Fax 813.553.4350 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
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

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

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

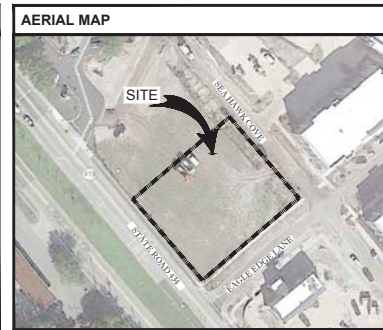
FINAL ENGINEERING PLANS FOR:



WENDY'S STORE NO. 12660

1218 EAST STATE ROAD 434
WINTER SPRINGS, FL 32708

PROJECT TEAM	
PROPERTY OWNER: JDS'S WINTER SPRINGS LLC 10931 N DALE MABRY HIGHWAY TAMPA, FLORIDA 33618-4112 PH: (813) 790-2921 EMAIL: BSCHULTZ@OCEANBLEUGROUP.COM	CIVIL ENGINEER: INFINITY ENGINEERING GROUP, LLC 1208 EAST KENNEDY BOULEVARD SUITE 230 TAMPA, FLORIDA 33602 PH: (813) 434-4770 CONTACT: NISIT SAPPARKHAO
SURVEYORS: ACCURIGHT SURVEYS OF ORLANDO INC. 2012 E ROBINSON STREET ORLANDO, FLORIDA 32803 PH: (407) 994-0314 EMAIL: ACCU@ACCURIGHTSURVEYS.NET	PROPERTY DEVELOPER: JAE RESTAURANT GROUP LLC 1100 PARK CENTRAL BOULEVARD #3300 POMPANO BEACH, FLORIDA 33064 PH: (561) 997-4000 EXT. 131 EMAIL: SLUGO@JAERESTGROUP.COM
ARCHITECT: 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
C00.01	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.



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IEG JOB NO. 135-84.00



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email=nisit@ieggroup.net
Date: 2020.01.03 11:48:19 -05'00'



Know what's below.
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GENERAL NOTE

- 1. ALL CONSTRUCTION SHALL BE EXECUTED AS SHOWN ON THESE PLANS... 2. UNLESS OTHERWISE NOTED ON PLANS... 3. PERMITS MAY BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY...

- 4. THIS PARCEL OF LAND MAY BE SUBJECT TO ANY AND ALL RECORDED... 5. PRIOR TO COMMENCEMENT OF WORK... 6. THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION...

- 7. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT... 8. THE CONTRACTOR SHALL COORDINATE WORK EFFORTS WITH THE OWNER... 9. NO BURNING OR BURNING IS ALLOWED ON THE PROJECT... 10. IF IT IS NOT CLEAR THAT HAZARDOUS MATERIALS WILL BE ENCOUNTERED...

REGULATORY STANDARDS AND REQUIREMENTS

- 1. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION... 2. COMPLY WITH AM51 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... 2. DEMOLITION WASTE SHALL BE DISPOSED OF IN A LEGAL MANNER... 3. HISTORIC ITEMS, RELICS, ANTIQUES, AND SIMILAR OBJECTS... 4. ARRANGE DEMOLITION SCHEDULE SO AS NOT TO INTERFERE WITH OWNERS ON-SITE OPERATIONS... 5. CONDUCT URGENT DEMOLITION AND DEBRIS REMOVAL OPERATIONS...

- 6. AUTHORITY FOR PERFORMING SITE CLEARING INDICATED ON PROPERTY... 7. PRIOR TO COMMENCEMENT OF DEMOLITION OPERATIONS... 8. INVENTORY AND RECORD THE CONDITION OF ITEMS TO BE REMOVED AND SALVAGED... 9. ASSURE THAT ANY REQUIRED INTERIOR SOILS AND SEDIMENT CONTROL MEASURES ARE INSTALLED AND IN WORKING ORDER...

- 9. COORDINATE UTILITY DEMOLITION AND ABANDONMENT WITH UTILITY COMPANY OR AUTHORITY HAVING JURISDICTION... 10. IN THE EVENT BUILDINGS ARE IMPEDED ADJACENT TO THE DEMOLITION AREA... 11. PROTECT EXISTING FACILITIES AND ADJACENT WALKWAYS... 12. ERECT TEMPORARY PROTECTION SUCH AS WAIRFS, FENCINGS, RAILINGS, CANPENS, AND CONTAINMENT BARRIERS...

- 13. PROTECT EXISTING UTILITIES FROM DAMAGE DURING DEMOLITION OPERATIONS... 14. IF REMOVAL, RELOCATION, OR ABANDONMENT OF UTILITY SERVICES WILL AFFECT ADJACENT OCCUPIED BUILDINGS... 15. TEMPORARY SHORING, PROTECT AND MAINTAIN INTERIOR AND EXTERIOR CONTROL FEATURES... 16. DEMOLITION OF STRUCTURAL FRAMING MEMBERS... 17. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF SOOT, DIRT, AND DEBRIS CAUSED BY BUILDING DEMOLITION OPERATIONS...

EROSION AND SEDIMENTATION CONTROL

- 1. PRIOR TO COMMENCEMENT OF ANY CLEARING AND EXCAVATION WITHIN A WORK AREA... 2. PERFORM WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE AND FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT... 3. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION AND SEDIMENT CONTROL FEATURES... 4. THE CONTRACTOR IS REQUIRED TO ADJUST THE EROSION AND SEDIMENT CONTROL AS NECESSARY AND AS SHOWN ON THE DRAWINGS... 5. ALL BEST MANAGEMENT EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSPECTED BY THE SUPERINTENDENT...

EARTHWORK

- 1. IN THE EVENT OF ANY UNFORESEEN CONDITIONS THAT ARE ENCOUNTERED AND NOT COVERED BY THESE NOTES... 2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE DESIRED SUBGRADE... 3. ADEQUATE SHORING IS TO BE DESIGNED AND PROVIDED BY THE CONTRACTOR... 4. IN THE EVENTING AGREEMENT THAT SUBGRADES, FILLS, OR BACKFILLS WILL NOT ACHIEVE DEGREE OF COMPACTION SPECIFIED, BARRY AND CUTS AND FILLS WITHIN THE DESIRED SUBGRADE...

SOIL MATERIALS

- 1. UNSATISFACTORY SOILS CONSIST OF SOIL CLASSIFICATION GROUPS... 2. SATISFACTORY SOILS ASTM 2497 SOIL CLASSIFICATION GROUPS AS IDENTIFIED ON THE DRAWINGS... 3. PROOF ROLL SUBGRADE BELOW THE BUILDING SLABS... 4. COMPLETELY PROOF-ROLL SUBGRADE IN TWO DIRECTIONS... 5. RECONSTRUCT SUBGRADES DAMAGED BY FREEZING TEMPERATURES...

BACKFILL

- 1. THE CONTRACTOR SHALL PLACE AND COMPACT BACKFILL IN EXCAVATIONS PROMPTLY... 2. BUREAU LOCATIONS OF UNDERGROUND UTILITIES FOR PROTECTION... 3. CONTRACTOR SHALL PLACE BACKFILL AND FILL MATERIALS... 4. PROTECT TREE ROOT SYSTEMS FROM THE FOLLOWING: a) DAMAGE CAUSED BY RUNOFF OR SPILLAGE OF NOXIOUS MATERIALS...

GRADING

- 1. GENERAL UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE... 2. SITE GRADING: SLOPE GRADIOS TO DIRECT WATER FLOW FROM BUILDINGS AND TO THE FOLLOWING TOLERANCES... 3. SUBGRADE AND BASE COURSE... 4. COMPACT SUBGRADE AND BASE COURSE TO OPTIMUM MOISTURE CONTENT...

FIELD QUALITY CONTROL

- 1. THE TESTING AGENCY WILL INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER... 2. FOOTING BACKFILL AT FOOTING SUBGRADES... 3. THE TESTING AGENCY WILL FOLLOW THE COMPACTION OF SOLS IN PLACE ACCORDING TO ASTM D 1558, ASTM D 1557, ASTM D 2922, AND ASTM D 2927... 4. IN THE TESTING AGREEMENT THAT SUBGRADES, FILLS, OR BACKFILLS WILL NOT ACHIEVE DEGREE OF COMPACTION SPECIFIED...

STORM DRAINAGE

- 1. UNLESS OTHERWISE SHOWN ON PLANS, ALL PVC PIPE AND FITTINGS SHALL CONFORM TO THE FOLLOWING... 2. PVC SEWER PIPE AND FITTINGS... 3. UNLESS OTHERWISE SHOWN ON THE PLANS, ALL REINFORCED CONCRETE PIPE AND FITTINGS SHALL CONFORM TO THE FOLLOWING... 4. WHEN LOCATED UNDER AIRCRAFT RAMPS OR RAILROAD OPERATIONS... 5. CONTRACTOR SHALL HANDLE AND STORE PIPE, FITTINGS, GASKETS, AND RELATED APPURTENANCES...

AS-BUILT SURVEY

- 1. UPON COMPLETION OF THE WORK, THE SITE WORK SUB-CONTRACTOR SHALL RETURN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR TO PERFORM AN "AS-BUILT" SURVEY... 2. CONTRACTOR SHALL HANDLE AND STORE PIPE, FITTINGS, GASKETS, AND RELATED APPURTENANCES... 3. CONTRACTOR SHALL HANDLE MANHOLES, DROP INLETS, CURB INLETS, PIPE END COMPONENTS AND RELATED APPURTENANCES... 4. VIDEO REPORTS ARE TO BE SUBMITTED ON CD-ROM OR DVD COMPACT DISK... 5. ALL PARCEL SURVEY THE CONTRACTOR SHALL VERIFY STORM SEWER IMPROVEMENTS ALIGNMENT BY PROVIDING AN "AS-BUILT" SURVEY OF CONTRACTED CONDITIONS...

PUBLIC WORKS NOTES

- 1. ALL ROLL OFF CONSTRUCTION DUMPSTERS SHALL BE FURNISHED BY WASTE PRO... 2. NO CONSTRUCTION EQUIPMENT OPERATION BETWEEN 10 PM AND 7 AM... 3. ALL CITY 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. ALL PARCEL SURVEY THE CONTRACTOR SHALL VERIFY STORM SEWER IMPROVEMENTS ALIGNMENT...

Vertical strip on the right side of the page containing a table with columns for 'Permitted' and 'Not Permitted' activities, including 'Demolition', 'Excavation', 'Grading', and 'Paving'.

INFINITY GROUP, LLC

Infinity Group, LLC contact information: 1208 East Kennedy Boulevard, Suite 230, Tampa, Florida 33602. Phone: 813.434.4770. Website: www.infinitygroup.com.

Wendy's logo and address: 1160 PARK CENTRAL BLVD SUITE 3300, POMMANO BEACH, FL 33464. Also includes a circular logo for the state of Florida.

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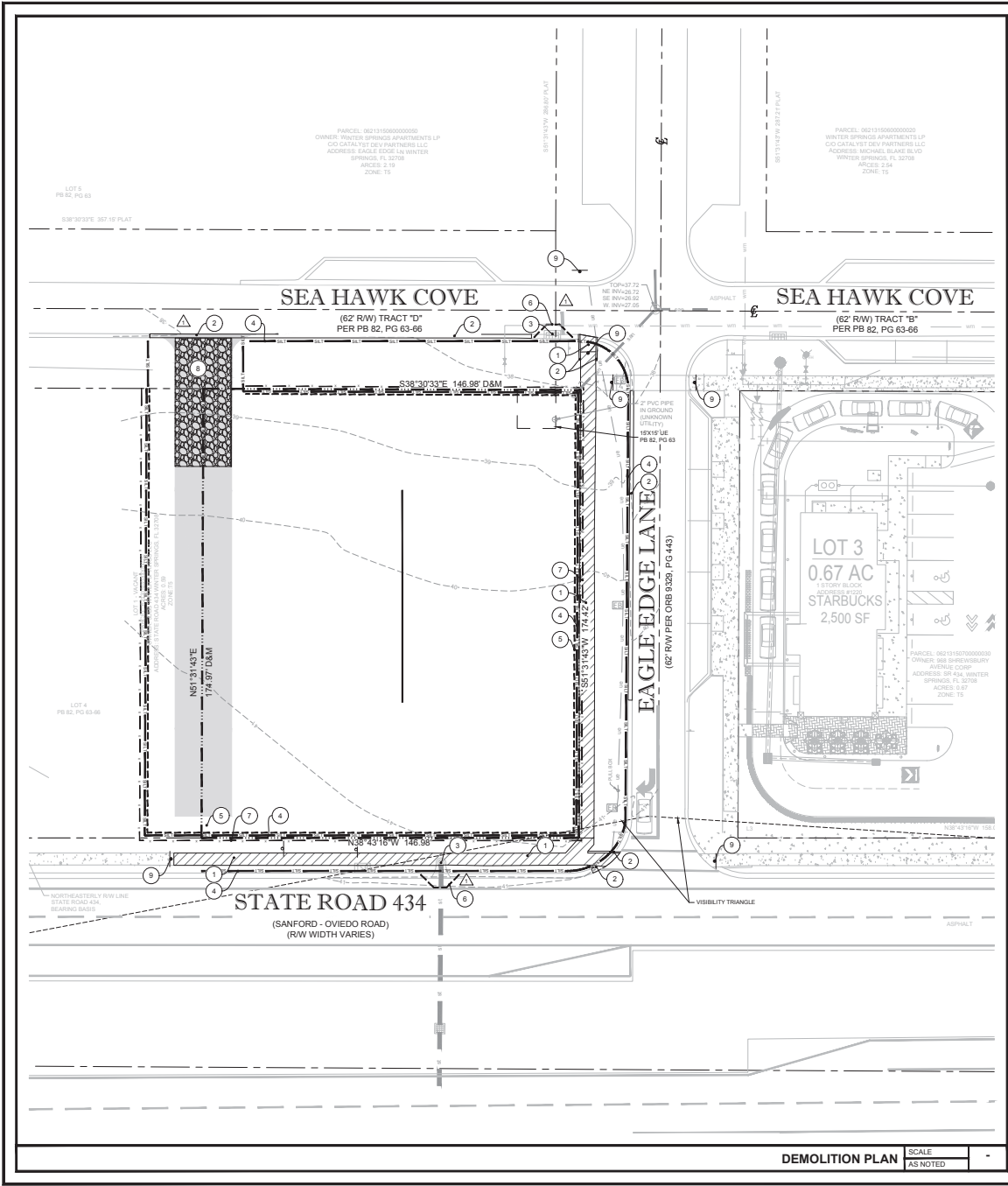
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Wendy's Store No. 12660, 1218 EAST STATE ROAD 104, WATER DUNES, FL 32708. CIVIL SPECIFICATIONS logo.

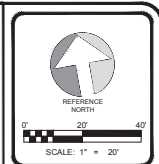


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Project Details: Project No. 155-34.00, Date 08/28/19, Scale AS NOTED, and other administrative information.



DEMOLITION PLAN SCALE AS NOTED



NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

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Client Name and Address

Wendy's

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NISIT SAPPARKHAO, P.E.
FL REG. NO. 84605

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Date: 2020.08.03 11:46:56 -0500

Project Name and Address

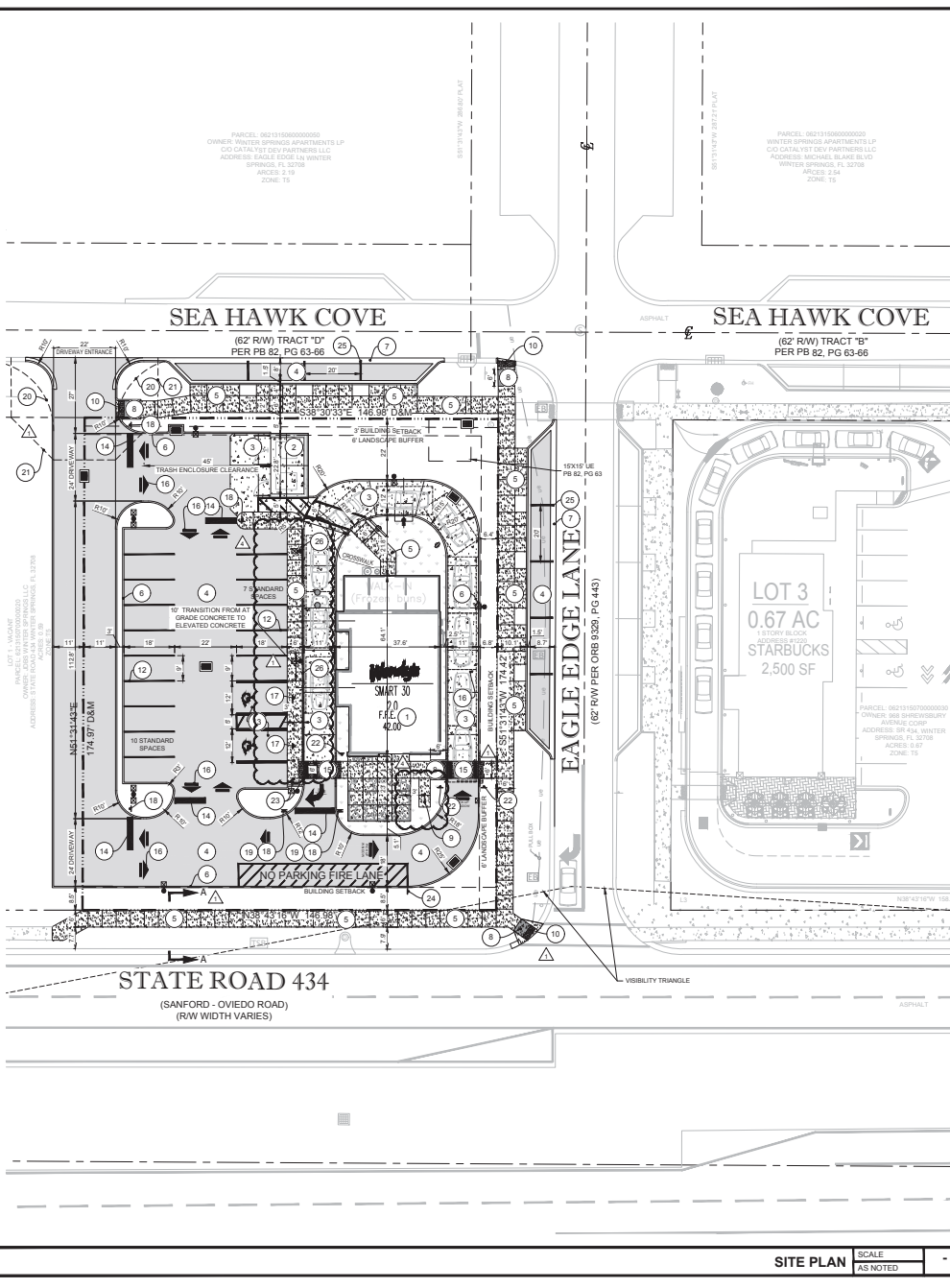
WENDY'S STORE NO. 12860
1218 EAST STATE ROAD 24
WINTER SPRINGS, FL 32708

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

Sheet: **C01.01**

Revision Title

DEMOLITION PLAN



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 SF / 0.00 AC	00.00%
IMPERVIOUS BUILDING AREA:	= 0 SF / 0.00 AC	00.00%
PROPOSED AREAS		
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

TOTAL PARKING REQUIRED:	USE AREA	1 SPACES PER /100 SF	6 SPACES	PATRON
541 SF	100 SF			
TOTAL PARKING PROVIDED:		ON-STREET PARKING	= 9 SPACES	
		STANDARD PARKING	= 17 SPACES	
		HANDICAP PARKING	= 2 SPACES	
		TOTAL PARKING	= 28 SPACES	

BICYCLE PARKING

REQUIRED	PROVIDED
NO SPECIFICATIONS	4 SPACES

BUILDING SETBACK

REQUIRED	PROVIDED	
NORTH (REAR)	= 3 FT	= 58 FT (BUILDING)
WEST (SIDE)	= 0 FT	= 66 FT (BUILDING)
EAST (SIDE)	= 0 - 24 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	= 6 FT	= 8 FT

FRONTAGE BUILDOUT

REQUIRED	PROVIDED
80%	25%

FLOOD ZONE:
THIS BUILDING LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12117006F, COMMUNITY NO. 120268, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 28, 2007.

LEGAL:
LOT 2, WEST 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.

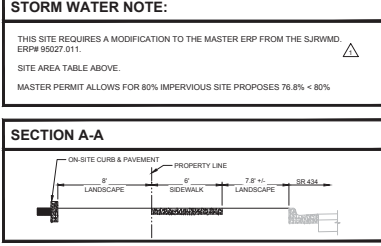
GEOTECH REPORT ECS FLORIDA 05/02/19

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%



LEGEND:

	PROPERTY LINE		PROPOSED PAVEMENT
	EXISTING CONCRETE PAVEMENT TO REMAIN		EXISTING TO REMAIN
	PROPOSED CONCRETE PAVEMENT 6" OR GREATER		EXISTING GAS
	PROPOSED ASPHALT MILL/OVERLAY		EXISTING SANITARY
	PROPOSED ASPHALT PAVEMENT		EXISTING TELEPHONE
	PROPOSED LANDSCAPE (SOD GROUND/OVER)		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 3' UNLESS OTHERWISE NOTED.

- ### LANDSCAPE NOTE:
- CONTRACTOR TO RE-GRADE SURROUNDING GRADE ELEVATION AND RE-SOD AS NEEDED TO MEET PROPOSED TOP OF SIDEWALK ELEVATIONS.
 - CONTRACTOR SHALL REPLACE ALL DISTURBED LANDSCAPING TO MATCH EXISTING.
 - CONTRACTOR SHALL TIE THE 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.

REFERENCE NORTH

SCALE: 1" = 20'

NO.	DATE	DESCRIPTION	BY
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Client Name and Address

INISIT SAPPARKHAO, P.E.
FL REG. NO. 84605

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up.net

Date: 2020.09.03
11:49:02 -0700

Project Name and Address

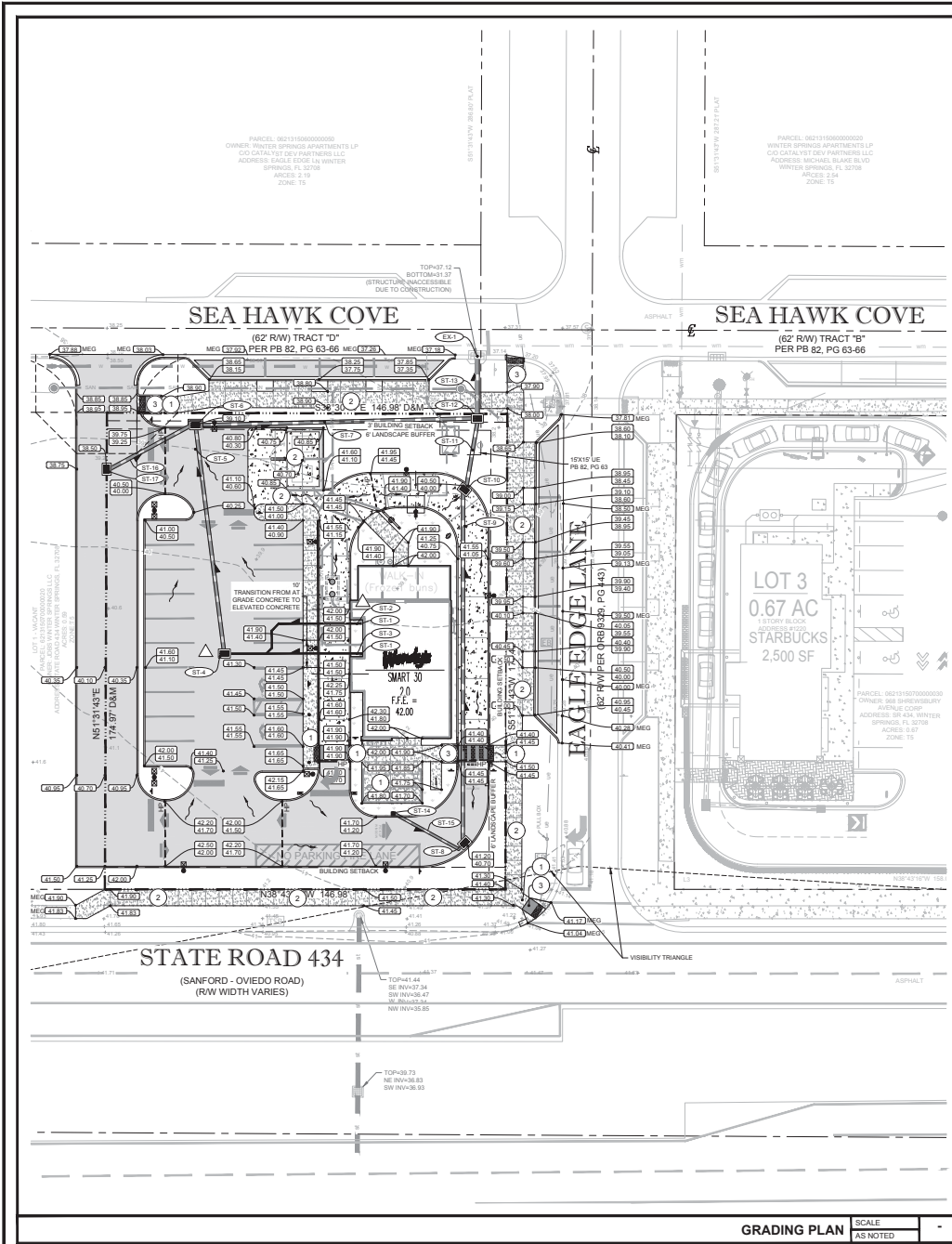
WENDY'S STORE NO. 12860
1218 EAST STATE ROAD 434
WINTER SPRINGS, FL 32789

SITE PLAN

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

Sheet No: **C02.01**

SITE 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
FOOT INDEX NO. 232
IE (E) = 36.69
IE (S) = 36.80
IE (W) = 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) = 32.25 (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 28 LF OF 8" HDPE @ 0.88% 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
FINISH FLOOR ELEVATION
RCPC 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 FLOW
DIRECTION OF PIPE FLOW
EXISTING CONTOUR
PROPOSED CONTOUR
PROPERTY LINE

EXISTING CONCRETE PAVEMENT TO REMAIN
PROPOSED CONCRETE 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:

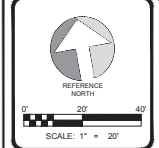
REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AS NEEDED AND MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS, AND INITIATION OF CIVIL PENALTY PROCEDURES.

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.
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4	08/28/19	ISSUED FOR PERMITS	NSI	NSI
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Client Name and Address
Wendys
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NSIT SAPPARKHAO, P.E.
FL REG. NO. 8685

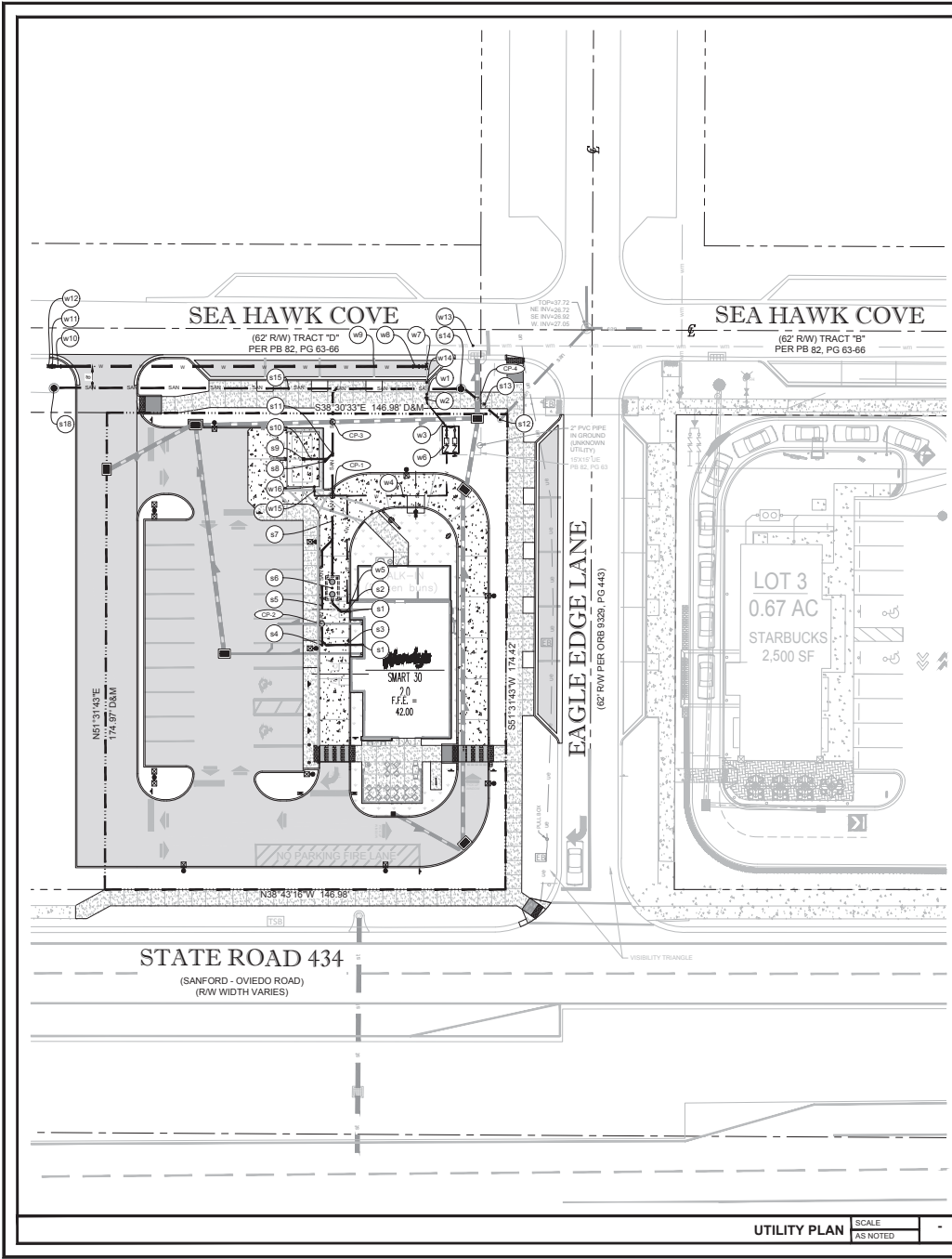
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Project Name and Address
WENDY'S STORE NO. 12660
1218 EAST STATE ROAD 244
WINTER SPRINGS, FL 32789

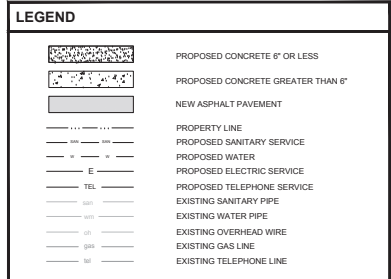
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Date: 08/28/19
Scale: AS NOTED

Sheet No: **C03.01**

GRADING PLAN



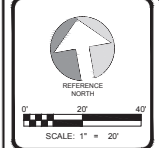
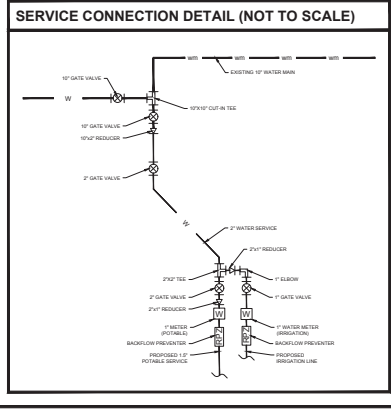
UTILITY SYSTEM DATA	
WATER	
W1	TIE INTO AND EXTEND EXISTING 10" WATER MAIN
W2	10"x2" REDUCER
W3	13 LF 2" HDPE (POLY SERVICE PIPE) INSTALLED UP TO PROPOSED METER
W4	94 LF - 1 1/2" POLY PIPE WATER SERVICE LATERAL
W5	POINT OF CONNECTION TO BUILDING
W6	METER AND BACKFLOW. SEE DETAIL (THIS SHEET)
W7	10"x10" CUT-IN TEE
W8	10" GATE VALVE
W9	131 LF 10" PVC (900) 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 BIB
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 ELEVATION. INV. EL. 38.40' (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



- 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/NSP 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' 1.5" HDPE (STORM) - EL. = 31.9' CLEARANCE - 2.97' (36.64')
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. = 36.80' 1.5" HDPE (STORM) - EL. = 32.54' CLEARANCE - 3' (36')
CP-3 6" SDR26 (SEWER) - EL. = 28.55' 1.5" HDPE (STORM) - EL. = 33.55' CLEARANCE - 4.5' (54')	



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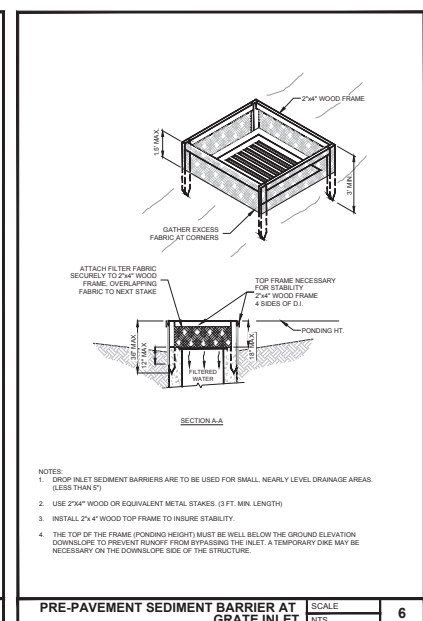
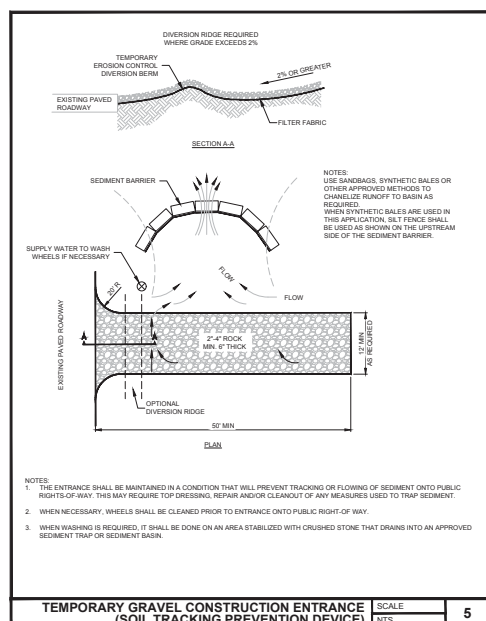
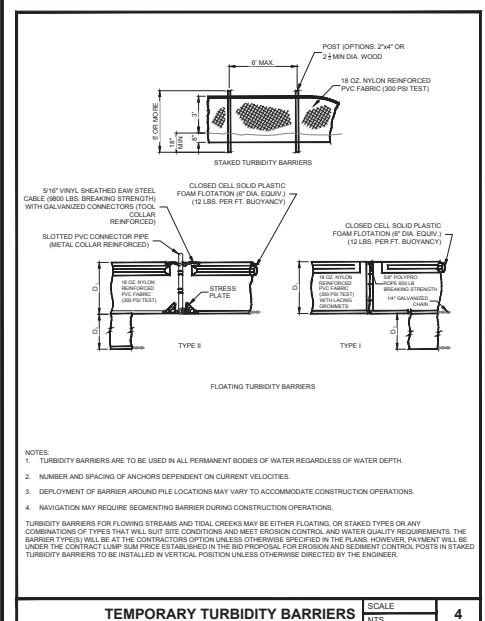
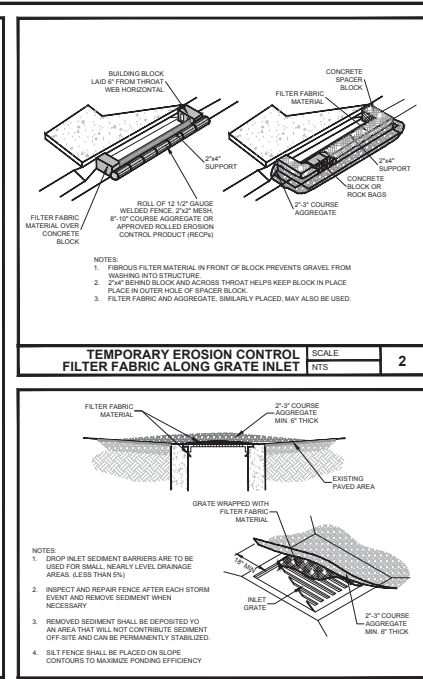
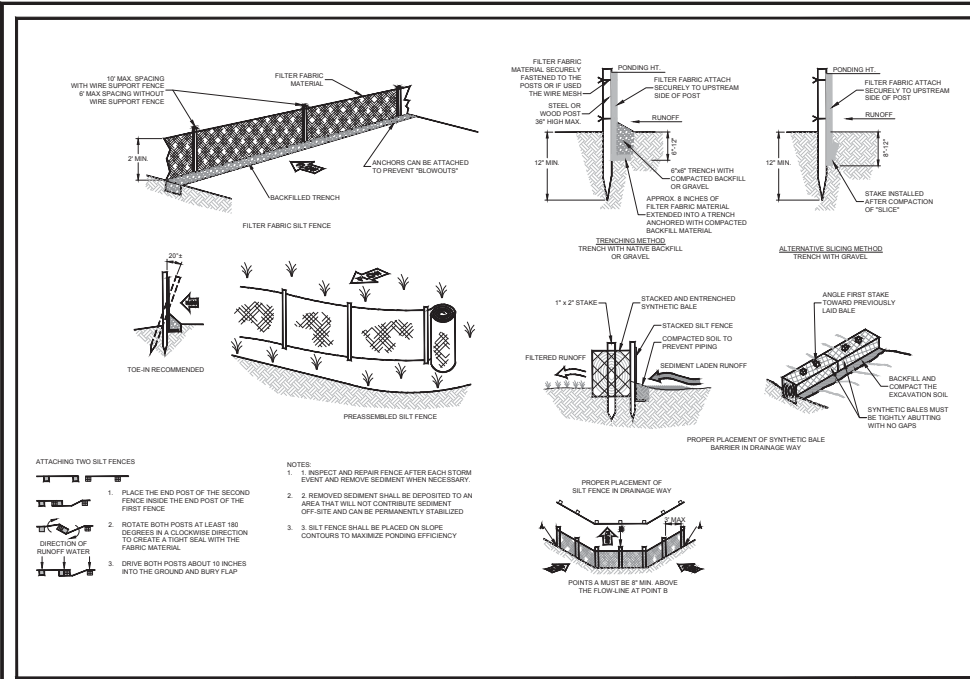
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1218 EAST STATE ROAD 244
WINTER SPRINGS, FL 32798

UTILITY PLAN

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

Sheet No. **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 COMPLETES 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 DEPENDING ON THE HEAVY FLOW (TO 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 IS 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 ROUNDS 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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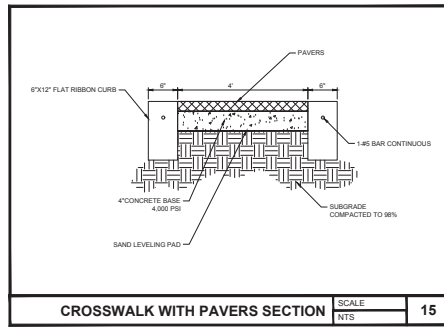
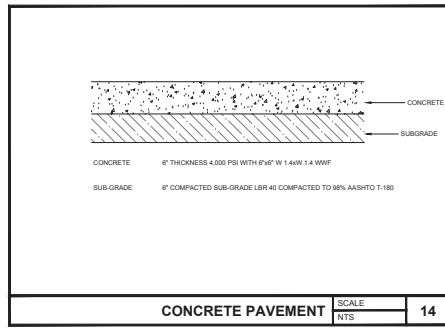
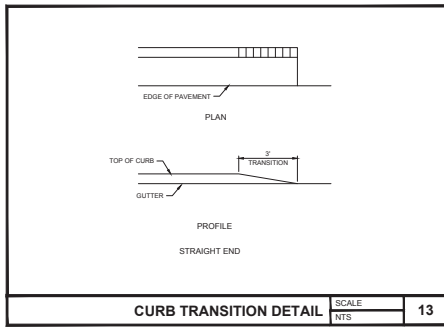
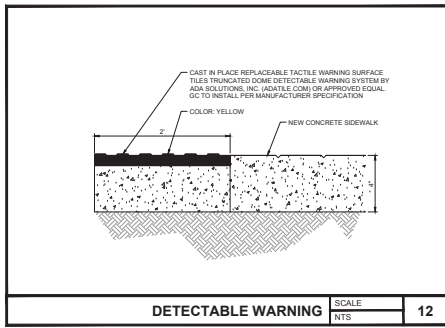
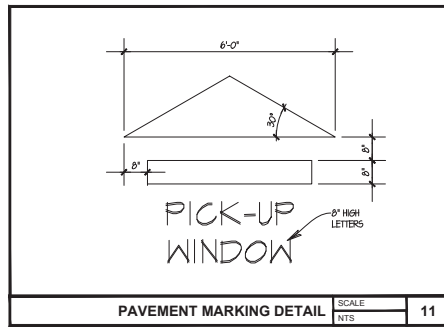
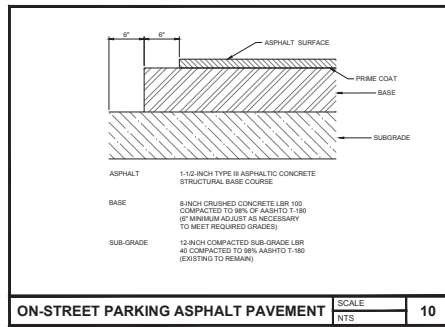
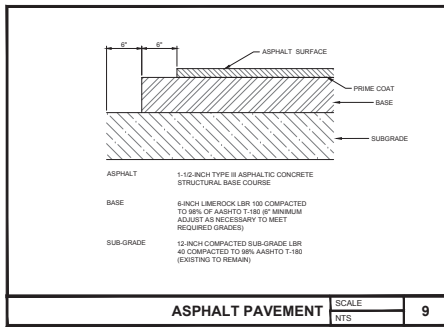
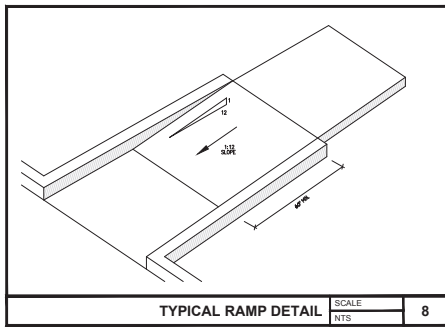
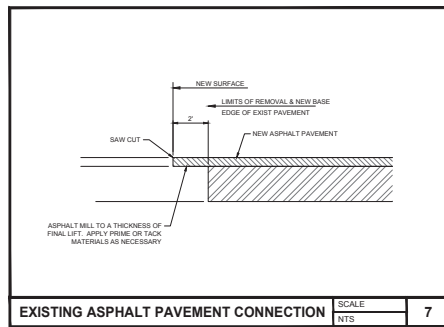
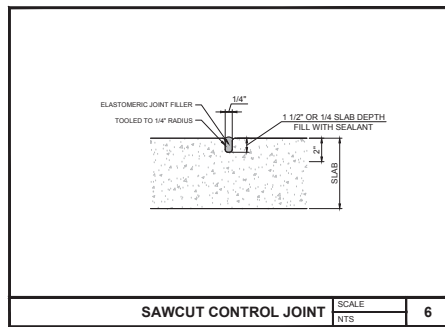
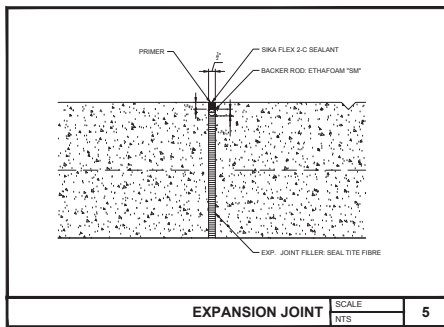
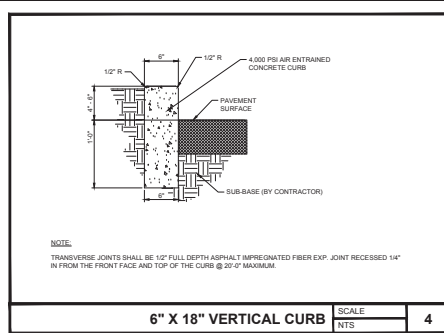
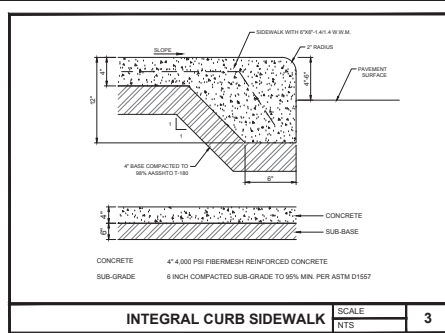
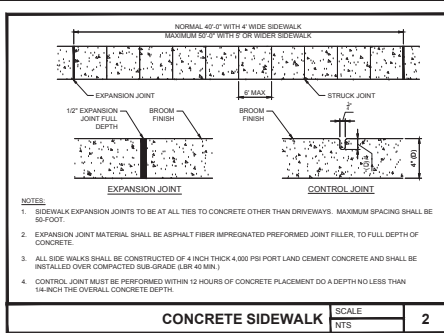
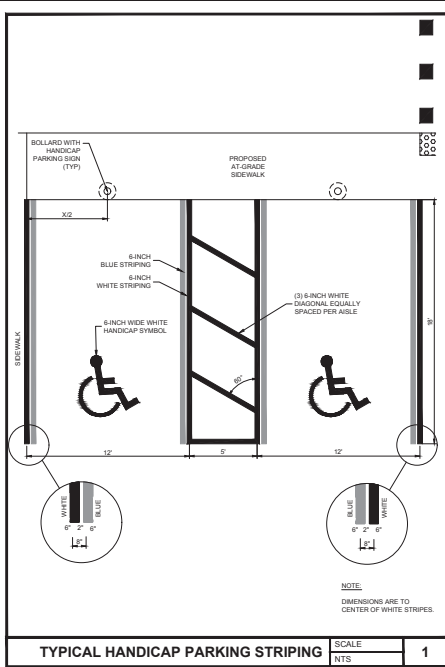
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WENDY'S STORE NO. 12660
 1216 EAST STATE ROAD 254
 WATER SPRINGS, FL 32708

EROSION & SEDIMENT CONTROL DETAILS

Project Name and Address: **WENDY'S STORE NO. 12660**
 Project No: 135-84-00
 Date: 08/28/19
 Scale: AS NOTED

Sheet: **C05.01**

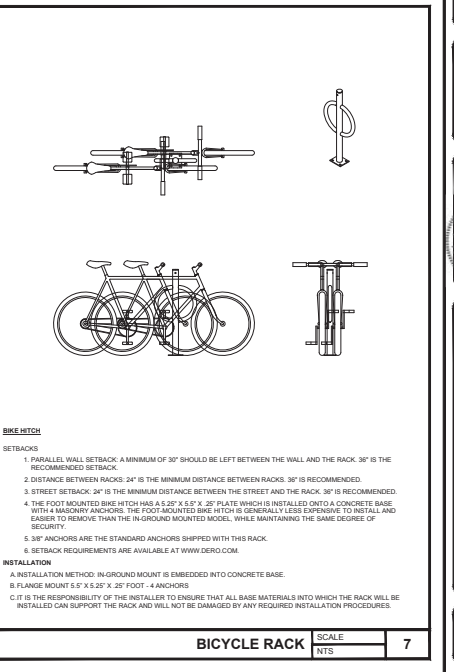
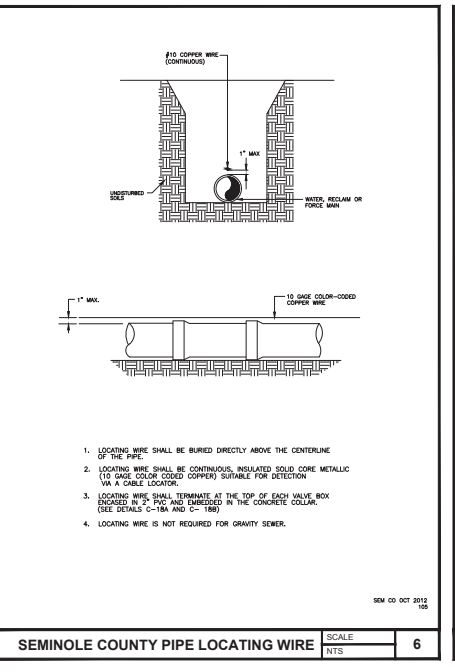
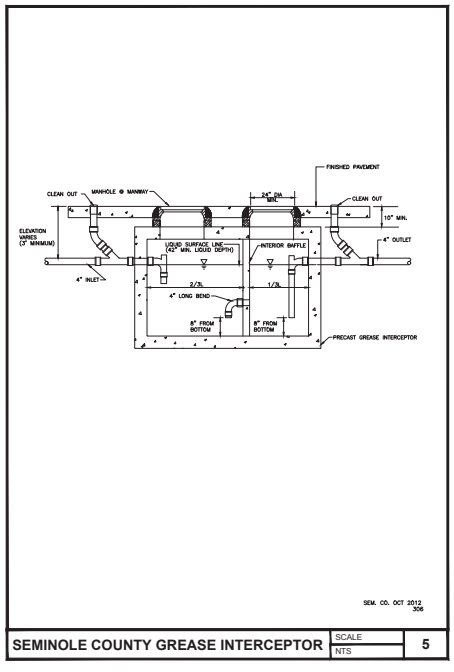
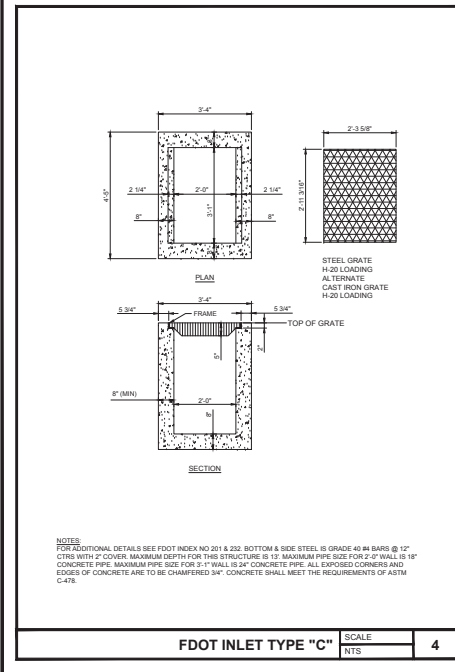
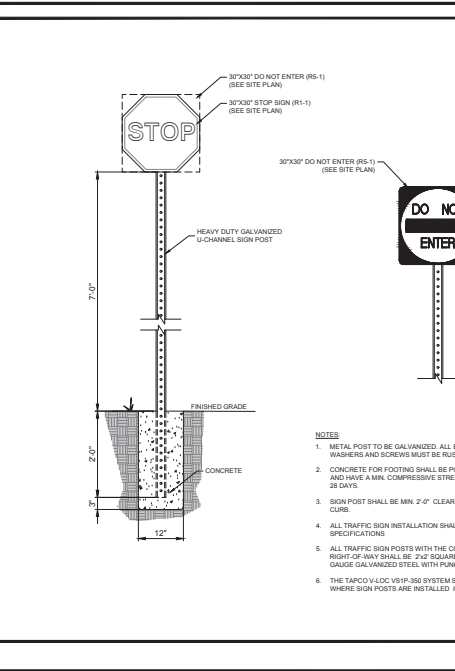
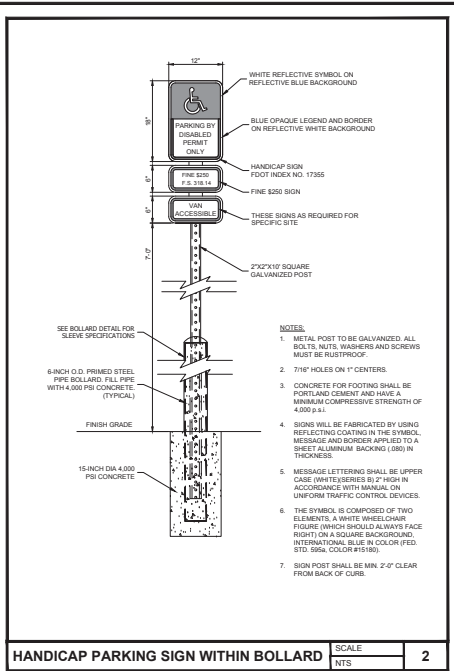
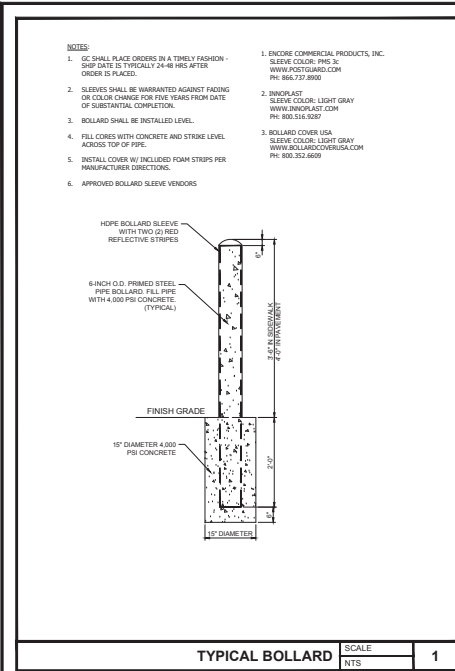


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Project Name and Address
WENDY'S STORE NO. 12660
1218 EAST STATE ROAD 204
WINTER SPRINGS, FL 32798
Project No: 135-84-00
Date: 08/28/19
Scale: AS NOTED
Sheet Title: **DETAILS**
Sheet No: **C12.01**



NO.	DATE	DESCRIPTION	BY
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2	08/28/19	Revised Per City Comments, Issue 03/2020	NTS
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NISIT SAPPARKHACHO, P.E.
FL REG. NO. 64605

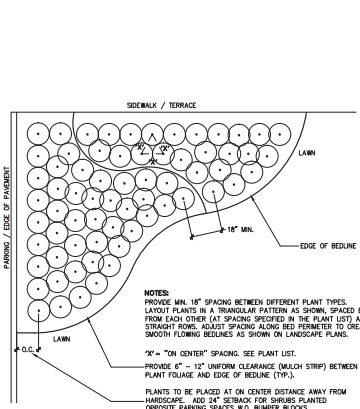
Digitally signed by Nisit Sapparkhachho
DN: c=US, o=Nisit Sapparkhachho, email=nisit@regro-up.net
Date: 2020.08.28 05:07

WENDY'S STORE NO. 12860
1218 EAST STATE ROAD #24
WINTER SPRINGS, FL 32789

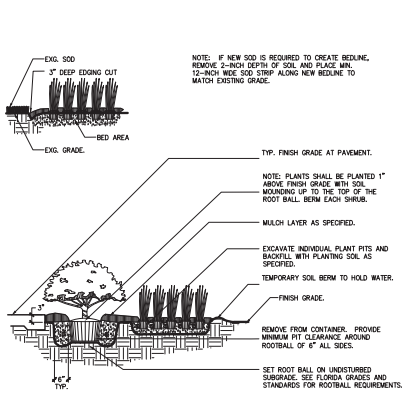
DETAILS

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

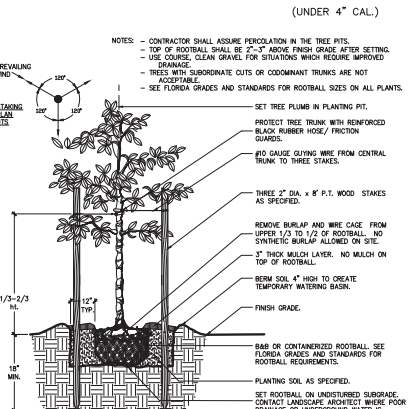
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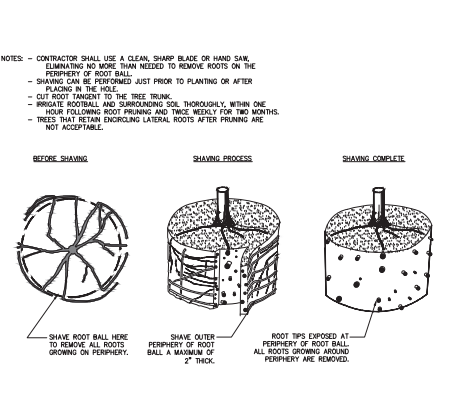
1 SHRUB/GROUND COVER SPACING DETAIL
SECTION SCALE: N.T.S.



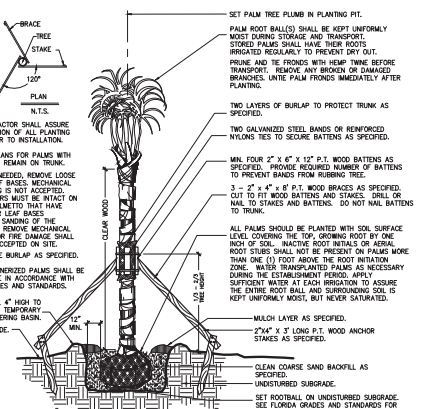
2 PLANTING DETAIL
SECTION SCALE: N.T.S.



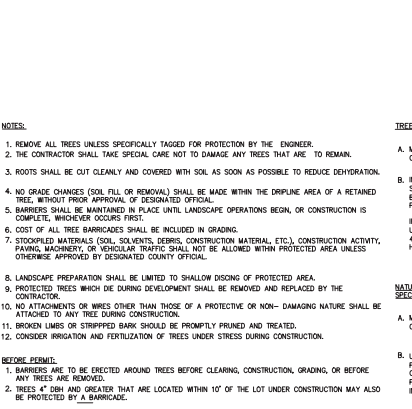
3 TYP. SMALL TREE PLANTING DETAIL
SECTION SCALE: N.T.S.



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



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



6 TREE BARRICADE
SECTION 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\"/>

- TREE BARRIER INSTALLATION SPECIFICATIONS:**
- MINIMUM HEIGHT OF HORIZONTAL COMPONENTS SHALL BE 3' ABOVE GRADE.
 - INSTALL MIN. 2\"/>
- NATURAL AREA BARRIER INSTALLATION SPECIFICATIONS:**
- MINIMUM HEIGHT OF HORIZONTAL COMPONENTS SHALL BE 3' ABOVE GRADE.
 - UPRIGHTS SHALL BE MIN. 2\"/>

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\"/>		
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\"/>		
DTA	Dianella tasmanica Blueberry Flax	1 Gal.; 14\"/>		
IVS	Ilex vomitoria 'Stokes Dwarf' Dwarf Yopaine Holly	3-Gal.; 18\"/>		
LME	Liriod. muscari 'Emerald Goddess' Emerald Goddess Giant Liriope	1 Gal.; 9 PPP; Full	18\"/>	
LCP	Loropetalum chinenses Chinese Fringe Bush	3-Gal.; 24\"/>		
PO	Panicum macrophyllum 'Maki' Maki Yew	3-Gal.; 24\"/>		
SR	Strelitzia reginae Bird of Paradise	15 Gal.; 36\"/>		
TAK	Trachelospermum asiaticum 'Kenrokuen' Dwarf Mirinda Jasmine	1 Gal.; Full; 18\"/>		
VO	Viburnum odoratissimum Sweet Viburnum	3-Gal.; 30\"/>		
ZP	Zamia pumila Coe Palm Fern	3 Gal.; 18\"/>		
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.C.	= 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/	= WITH
L.A.	= LANDSCAPE ARCHITECT	W/O	= WITH OUT
		D.	= DIAMETER

Wendy's Land Design
 Wendy's Land Design, Inc.
 Landscape Architectural Site Planning
 1850 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

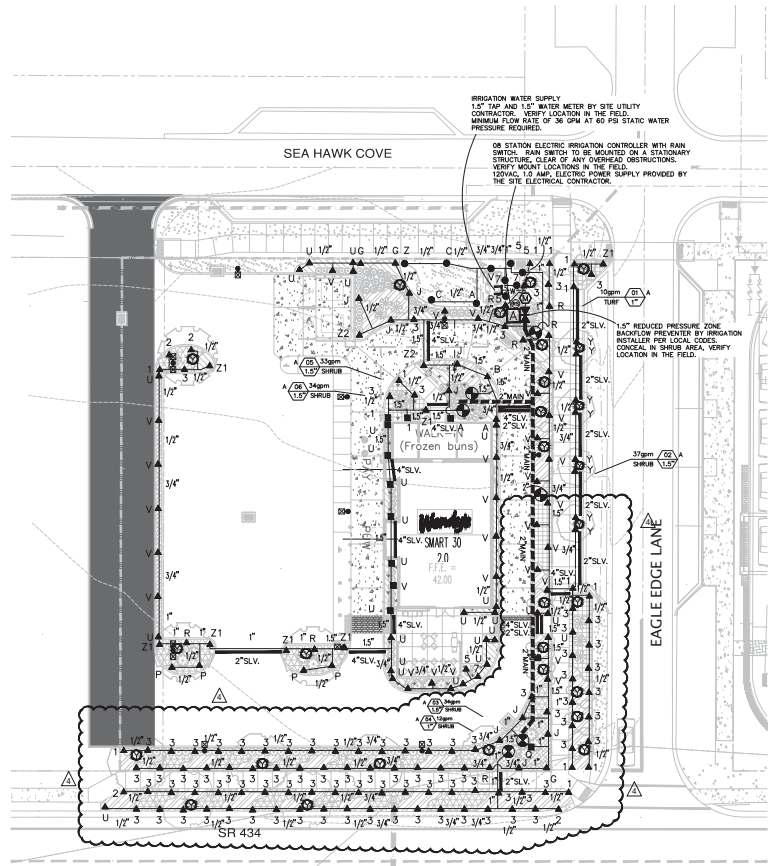
PROJECT NO. 19012

DATE	DESIGNED
5/9/19	MLJ
DATE	DRAWN
5/9/19	MLJ
DATE	CHECKED
	MLJ
DATE	AS SHOWN
	MLJ
SHEET NO.	NO.
LP-02	2

INFORMATIONAL COPY ONLY - UNLESS ENCLOSED WITH RESPECTIVE LANDSCAPE ARCHITECTURE SET.

APPROVED BY

 MARK LANIER, L.A.
 FLORIDA LICENSE NO. 1630
 DATE 5/19/19

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IRRIGATION WATER SUPPLY
1 1/2" NIP AND 1 1/2" WATER METER BY SITE UTILITY CONTRACTOR. VERIFY LOCATION IN THE FIELD. MINIMUM FLOW RATE OF 50 GPM AT 60 PSI STATIC WATER PRESSURE REQUIRED.

ON STATION ELECTRIC IRRIGATION CONTROLLER WITH RAIN SWITCH. RAIN SWITCH TO BE MOUNTED ON A STATIONARY STRUCTURE, CLEAR OF ANY OVERHEAD OBSTRUCTIONS. VERIFY MOUNT LOCATION IN THE FIELD.

120VAC, 1.0 AMP. ELECTRIC POWER SUPPLY PROVIDED BY THE SITE ELECTRICAL CONTRACTOR.

1.5" REDUCED PRESSURE ZONE BACKFLOW PREVENTER BY IRRIGATION INSTALLER PER LOCAL CODES. CRITICAL IN SPRINKLER AREA. VERIFY LOCATION IN THE FIELD.

FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION USE



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

(IN FEET)
1 Inch = 20 Ft.

REVISIONS	
NO.	DATE
1	NOV/14
2	NOV/14
3	NOV/14
4	NOV/14
5	NOV/14

IRRIGATION PLAN

WENDY'S NO. 12660
SR 434 AND WAGNER POINT
WINTER SPRINGS, FLORIDA 32708

FLORIDA
SEMI-COUNTY

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

APPROVED BY

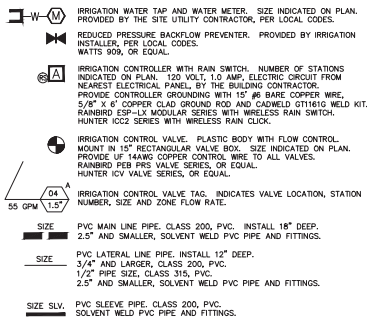
MICHAEL L. PREVOST
FLORIDA LICENSE NO. 16076
DATE 12/15/19

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IRRIGATION NOTES

- SOME PIPE LINES ARE DRAWN OFF SET FOR CLARITY. INSTALL ALL IRRIGATION LINES IN LANDSCAPED AREAS.
- REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREE ROOT BALLS TO INSTALL HEADS AT APPROPRIATE LOCATIONS.
- ADJUST ALL NOZZLES TO REDUCE OVERTHROW ON PAVING & WALLS. THROTTLE ALL IRRIGATION CONTROL VALVES AS REQUIRED TO PREVENT FOGGING. SET CONTROLLER RUN TIMES TO MATCH PLANT WATER NEEDS AND SOIL CONDITIONS.
- INSTALL RISERS 18" FROM WALLS OR BUILDINGS, AND 24" FROM PAVED SURFACES. PAINT ALL RISERS AND SUPPORTS FLAT BLACK.
- INSTALL POP-UP HEADS 18" FROM WALLS, 6" FROM WALKS, DECKS AND CURBS, 6 FEET FROM CURBLESS ROADS, AND 30" FROM THE END OF PARKING SPACES.
- SET TOP OF POP-UP HEAD CAPS 1" ABOVE FINISHED GRADE PRIOR TO SOO OR MULCH INSTALLATION.
- REFER TO UTILITY PLANS PRIOR TO TRENCHING. THE IRRIGATION INSTALLER SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO UTILITIES CAUSED BY THEIR WORK DURING THE PROJECT.
- ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
- ELECTRIC POWER SUPPLY FOR THE IRRIGATION CONTROLLER SHALL BE BROUGHT TO A JUNCTION BOX AT THE CONTROLLER LOCATION BY THE BUILDING ELECTRICAL CONTRACTOR. IRRIGATION INSTALLER TO PROVIDE ELECTRICAL PERMITS AND LICENSED ELECTRICIAN TO CONNECT THE IRRIGATION CONTROLLER EQUIPMENT TO THE POWER SUPPLY.
- IRRIGATION WATER CONNECTIONS AND SYSTEM CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF LOCAL CODES FOR IRRIGATION INSTALLATION AND CONNECTIONS TO THE WATER SUPPLY.
- IRRIGATION INSTALLER TO ACQUIRE ALL PERMITS AND UTILIZE ALL SAFETY PRECAUTIONS REQUIRED TO WORK IN ROW OF ROADWAY.
- SIXTY (60) PSI MINIMUM STATIC WATER PRESSURE IS REQUIRED FOR THE EFFICIENT OPERATION OF THE IRRIGATION SYSTEM AS DESIGNED. VERIFY THE MINIMUM STATIC WATER PRESSURE IS AVAILABLE AT THE PROJECT SITE PRIOR TO BEGINNING THE IRRIGATION INSTALLATION. NOTIFY THE LANDSCAPE ARCHITECT IN WRITING IF THE MINIMUM STATIC WATER PRESSURE OR WATER VOLUME IS NOT AVAILABLE.
- AT THE END OF PARKING SPACES PLACE HEADS IN LINE WITH PARKING STRIPES OR 2.5 FEET FROM BACK OF CURB. (TYPICAL)
- FOR STARTING THE WORKS INSPECT THE SITE AND LOCATE ALL EXISTING IRRIGATION PIPES, WIRES AND EQUIPMENT. PROVIDE LABOR AND MATERIALS TO REPAIR ANY DAMAGED EXISTING IRRIGATION. PROVIDE "LIFELINE" PIPES AND WIRES TO KEEP ADJACENT IRRIGATION ZONES OPERATIONAL THROUGHOUT THE WORKS.
- THE IRRIGATION MAINLINE IS DRAINED OFFSET FOR GRAPHIC CLARITY. DO NOT SCALE THE MAINLINE FROM THE DRAWING FOR INSTALLATION. LAYOUT THE IRRIGATION MAINLINE ROUTE IN THE FIELD TO AVOID PROPOSED AND EXISTING TREE ROOT ZONES AND UTILITIES.

IRRIGATION LEGEND

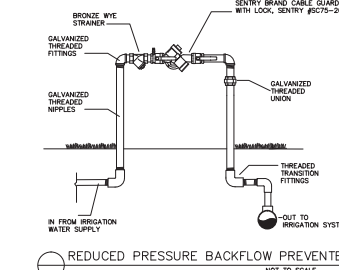
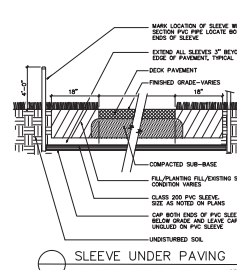
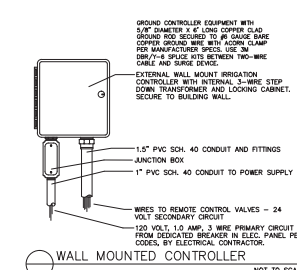
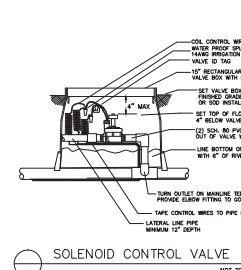
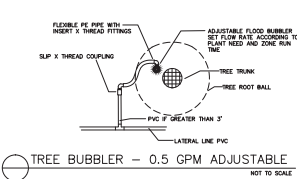
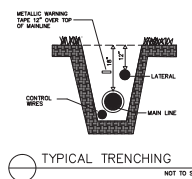
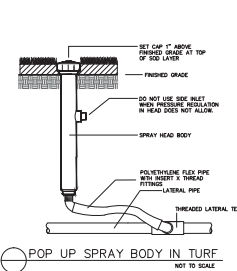
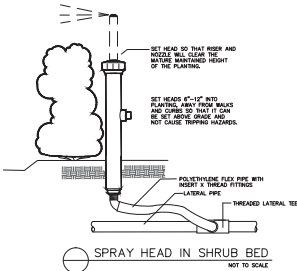
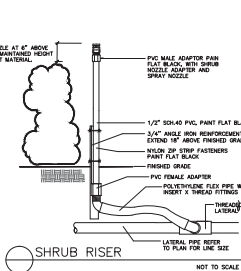


SPRAY BODIES

RAINBIRD 1800 SERIES SPRAY BODIES & ADAPTERS
POLY PIPE AND INSERT FITTING SWING JOINTS
PROVIDE MPP SPRAY NOZZLES PER PLAN
USE U-SERIES NOZZLES FOR "8", "10", "12", "14", "16", "18", "20", "22", "24" & "26" NOZZLE DESIGNATION
USE VAN SERIES NOZZLES FOR "2", "22", "22" & "21" NOZZLE DESIGNATION

S ● 6" POP-UP TURF SPRAY BODY
 T ▲ 12" POP-UP SHRUB SPRAY BODY
 R ■ X" SHRUB NOZZLE ON PVC RISER
 C ● TREE BUBBLER ON FLEX PE PIPE

LETTER	GPM AT 30 PSI	RADIUS	PATTERN
A	0.92	15'	QUARTER
B	1.30	15'	ONE THIRD
C	1.86	15'	HALF
D	2.48	15'	TWO THIRD
E	2.92	15'	THREE QTR.
F	3.70	15'	FULL
G	0.65	12"	QUARTER
H	0.90	12"	ONE THIRD
J	1.30	12"	HALF
K	1.75	12"	TWO THIRD
L	2.00	12"	THREE STR.
M	2.60	12"	FULL
N	0.39	10"	QUARTER
P	0.57	10"	ONE THIRD
R	0.79	10"	HALF
Q	1.58	10"	FULL
U	0.61	4" X 15'	END STRIP
UI	0.5	4" X 15'	LEFT CORNER STRIP
UIr	0.5	4" X 15'	RIGHT CORNER STRIP
V	1.21	4" X 30'	SIDE STRIP
W	1.2	4" X 30'	CENTER STRIP
X	1.7	8" X 18'	SIDE STRIP
Z1	VARIES	10'	10' ADJUSTABLE ARC
Z2	VARIES	12'	12' ADJUSTABLE ARC
Z	VARIES	15'	15' ADJUSTABLE ARC
1	0.5	1"	FLOOD BUBBLER
O	1.0	5"	STREAM BUBBLER
1	0.26	8"	QUARTER
2	0.32	8"	ONE THIRD
3	0.52	8"	HALF
4	1.05	8"	FULL
5	.1	5"	QUARTER
6	.2	5"	ONE THIRD
7	.2	5"	HALF
8	.38	5"	FULL



Ecotone Land Design
INC.
Landscape Architectural Site Planning

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

NO.	DATE	BY	REVISIONS
1	03/27/19	MLJ	ISSUE FOR PERMITS
2	04/10/19	MLJ	REVISED PER CITY COMMENTS
3	04/23/19	MLJ	REVISED PER CITY COMMENTS
4	05/07/19	MLJ	REVISED PER CITY COMMENTS

IRRIGATION LEGEND, NOTES & DETAILS

WENDY'S NO. 12660
SR. A34 AND WAGNER POINT
WINTER SPRINGS, FLORIDA 32708

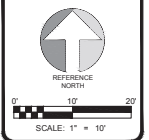
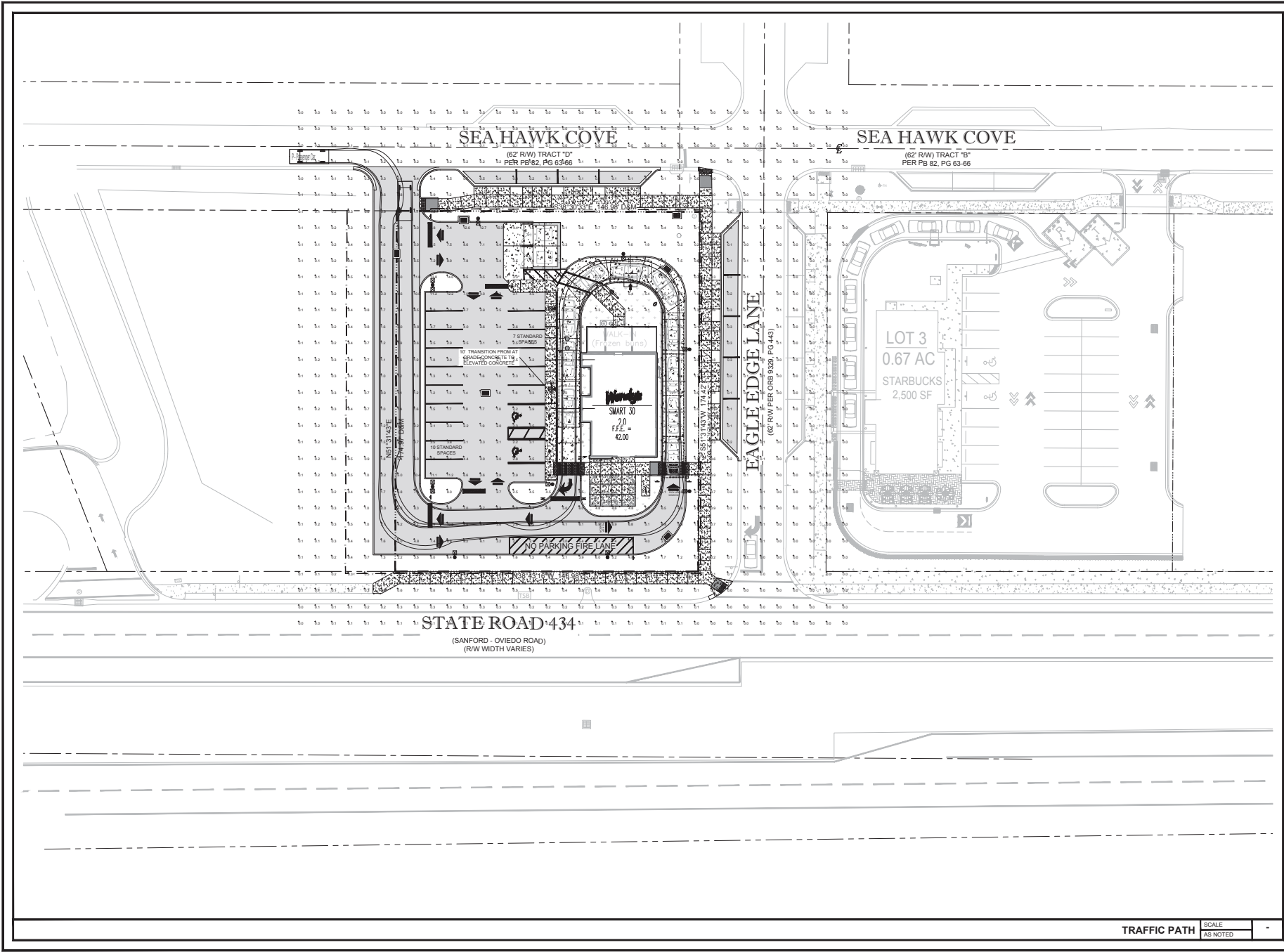
FLORIDA

SEMIWALK COUNTY

PROJECT NO.	SCALE	DRAWN BY	DATE
19012	AS SHOWN	MLJ	9/11/19
PSI	AS SHOWN	MLJ	9/11/19

APPROVED BY

MICHAEL L. FRYHOOT
FLORIDA LICENSE NO. 00076
DATE 02/19/20



NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

INFINITY
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 Tampa, Florida 33602
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 www.iggroup.net
 FL Cert. of Auth. No. 27889

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

NISIT SAPPARKHAO, P.E.
 FL REG. No. 6888
 Digitally signed by Nisit Sapparkhao
 DN: c=US, cn=Nisit Sapparkhao, email=nisit@iggroup.net
 Date: 2020.08.28 11:51:02 -05'00'

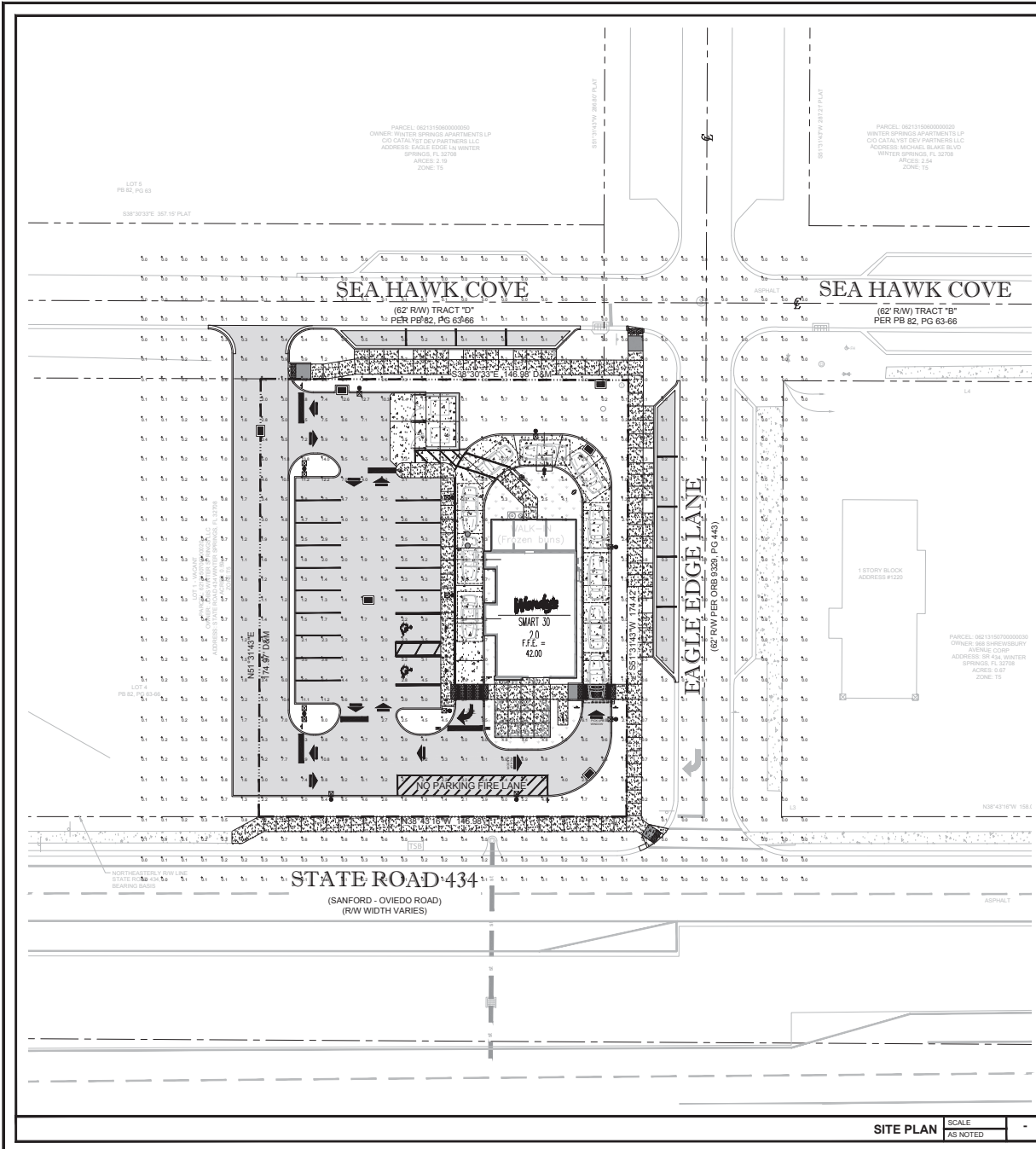
Project Name and Address
WENDY'S STORE NO. 12660
 1218 EAST STATE ROAD 434
 WINTER SPRINGS, FL 32798

Sheet Title
TRAFFIC PATH

Project No. 135-84.00
 Date: 08/28/19
 Scale: AS NOTED

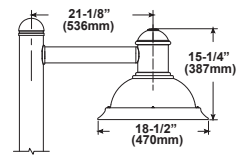
Sheet
C02
 Scale: AS NOTED

TRAFFIC PATH SCALE AS NOTED



SITE PLAN SCALE AS NOTED

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	8624	106.1	81	B1-U0-02
SS	CW	7098	73.4	96	B1-U0-02

XDLs - TYPE S

Row	Color Temp	Lumens	Watts	LER	Beam Rating
HD	CW	8901	106	80	B3-U0-01
NW	7770	104	75	83	B1-U0-01
CW	5225	71	61	83	B3-U0-01
SS	NW	5685	71	80	B2-U0-01
WW	5007	70	72	62	B2-U0-01

XDLs - TYPE FT

Row	Color Temp	Lumens	Watts	LER	Beam Rating
HD	CW	8994	105	85	B1-U0-02
SS	CW	6543	71	92	B1-U0-02
SS	NW	5565	71	83	B1-U0-02
WW	5171	70	74	B1-U0-01	

LIGHT OUTPUT - XDLs

Type	Beam	Lumens (Beam)	Watts	LER
SS	30°	640	62	71
SS	45°	640	62	71
SS	60°	640	62	71
SS	75°	640	62	71
SS	90°	640	62	71
HD	30°	840	82	93
HD	45°	840	82	93
HD	60°	840	82	93
HD	75°	840	82	93
HD	90°	840	82	93

LED Chips are frequently updated therefore values may increase.

ACCESSORY ORDERING INFORMATION

Description	Order Number	Description	Order Number
1/4" ID Single Drive (220V)	PH220	2" Dia. Round Pole (240V)	PH240
1/2" ID Double Drive (220V)	PH220D	3" Dia. Round Pole (240V)	PH360
1/2" ID Double Drive (240V)	PH240D	4" Dia. Round Pole (240V)	PH480

- NOTES:**
1. Pole height is measured configuration (SS, HD) and pole size (Round) configuration per pole = 14'. Order one XDLs 3 LED SS CW UE BLK CH 0180 P010 to locate for fixture and one 0180 bracket (see drawing on this page). See STEEL ROUND POLES and ALUMINUM ROUND POLES data sheets for pole ordering information.
 2. See Lighting Bracket ordering sheet for Mounting Style/Configurations availability.
 3. 3' reduced offset pattern required.
 4. All units are UL listed and ENEC approved where applicable.
 5. Fixing must be located in the hand hole of pole.

LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLs)

PRODUCT ORDERING INFORMATION

TYPICAL ORDER EXAMPLE: XDLs 3 LED SS CW UE BLK CH S PCH101

Pole	Drive Type	Light Output	Color Temp	Input Voltage	Finish	Mounting Style	Beam Rating	Options
XDLs 3	1/4" ID 1/2" FT	7098	5000K	120V	Black	0180	B3-U0-01	0180, 0180D, 0180E, 0180F, 0180G, 0180H, 0180I, 0180J, 0180K, 0180L, 0180M, 0180N, 0180O, 0180P, 0180Q, 0180R, 0180S, 0180T, 0180U, 0180V, 0180W, 0180X, 0180Y, 0180Z

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.

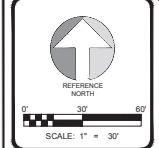
ALL TIMERS/CONTROLS SHALL CONFORM TO 63.405.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	L1D	UDF	LEF	Air Lum.	Lumens	Av. Watts
A	6	A	SINGLE	XDLs-F-LED-HD-CW-SINGLE-1F-MH	1,000	1,000	1,000	894	106	106
B	3	B	SINGLE	XDLs-S-LED-HD-CW-SINGLE-1F-MH	1,000	1,000	1,000	891	106	106
C	2	C	DRIP	XDLs-F-LED-HD-CW-DRIP-1F-MH	1,000	1,000	1,000	1768	212	212

Calculation Summary

Label	Calc Type	Units	Avg	Min	Max	Avg/M	Max/M
REL. 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
1	08/28/19	Initial Issue
2	08/28/19	Revised per comments
3	08/28/19	Revised per comments
4	08/28/19	Revised per comments
5	08/28/19	Revised per comments
6	08/28/19	Revised per comments
7	08/28/19	Revised per comments
8	08/28/19	Revised per comments
9	08/28/19	Revised per comments
10	08/28/19	Revised per comments

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. 27889

Wendys

1100 PARK CENTRAL BL US 6 SUITE 3000
3000 PALM BEACH FL 33064

NISS SAPPAKHAO, P.E.

Digitally signed by Nisit Sappakhao
DN: c=US, cn=Nisit Sappakhao, email=nisit@progr.com
Date: 2020.08.28 11:51:19 -0400

WENDY'S STORE NO. 12660

1218 EAST STATE ROAD 044
WINTER SPRINGS, FL 32789

PHOTOMETRIC PLAN

Project Name and Address: WENDY'S STORE NO. 12660
1218 EAST STATE ROAD 044 WINTER SPRINGS, FL 32789

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

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 SCHIMMSER LAND FUND 1986-6, LTD., A FLORIDA LIMITED PARTNERSHIP, SCHIMMSER LAND FUND V, LTD., A FLORIDA LIMITED PARTNERSHIP, SCHIMMSER 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 SCHIMMSER MANAGEMENT, LANDLORD, AND MAHARAJA, INC. OUTDOOR ADVERTISING, TENANT, DATED APRIL 4, 1990. UNRECORDED LETTER AGREEMENT DATED DECEMBER 8, 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, 2007 IN OFFICIAL RECORDS BOOK 4939, PAGE 651, FIRST ADDENDUM TO MEMORANDUM OF LEASE RECORDED FEBRUARY 28, 2009 IN OFFICIAL RECORDS BOOK 4713, PAGE 2106, SECOND AMENDMENT TO MEMORANDUM OF LEASE RECORDED JUNE 9, 2009 IN OFFICIAL RECORDS BOOK 5759, PAGE 833, THIRD AMENDMENT TO MEMORANDUM OF LEASE RECORDED MAY 30, 2009 IN OFFICIAL RECORDS BOOK 6265, PAGE 994, FOURTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED MAY 30, 2009 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 BY 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 SEBKS 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 OF ASSASSINATIONS, AS SET FORTH IN DECLARATION OF CONDITIONS, RESTRICTIONS AND EASEMENTS AGREEMENT RECORDED MAY 14, 2019 IN OFFICIAL RECORDS BOOK 9354, PAGE 127. (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.

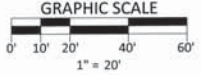
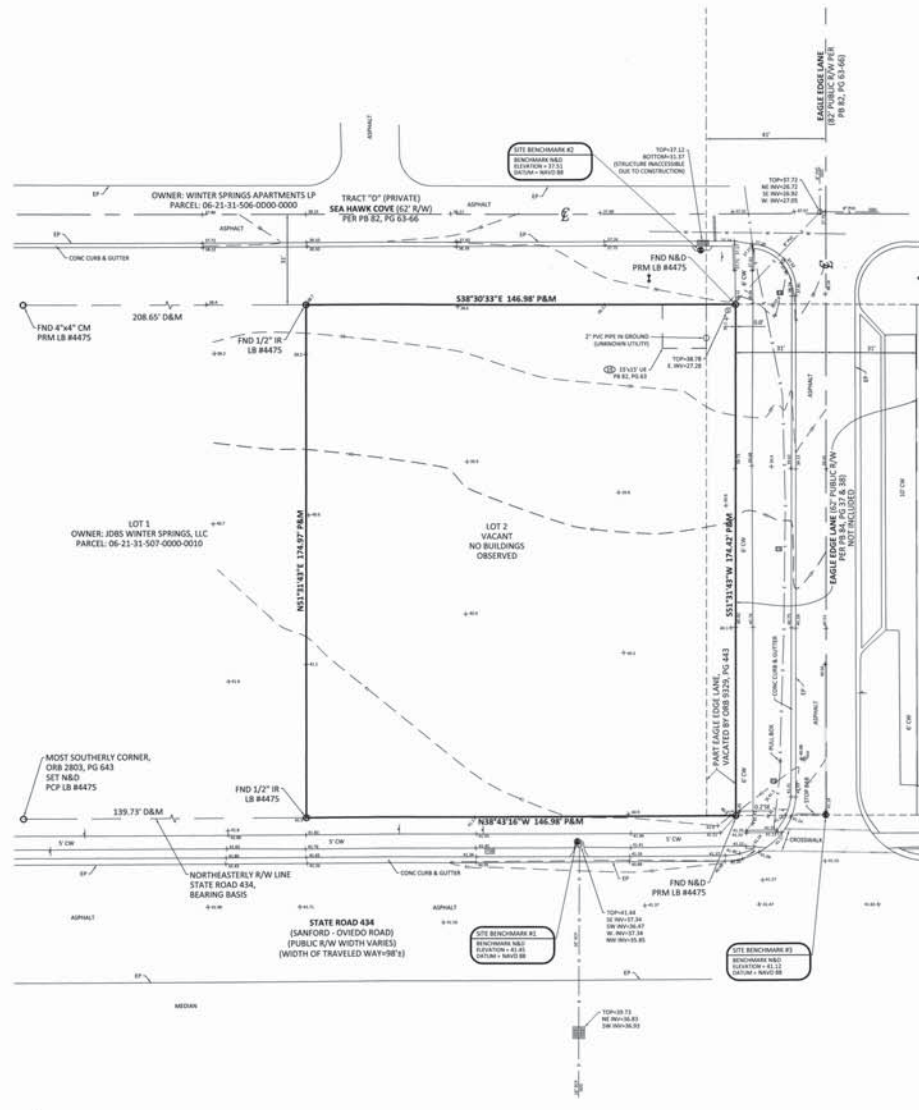
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM S 1979.

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. 12117C0168W, 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).





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 10th 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.

December 12, 2019

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. ZP2019-0000007

Waivers Requested:

1. The eight (8)-foot max building front principle plane setback is not being met (LDC Transect 5 Setback Table).
Response: A waiver is requested to the requirement of LDC Transect 5 Setback for an eight (8)-foot maximum building front principle plane setback to allow a building with a front principle plain setback of ± 54.6 feet.
2. The required minimum of 0 feet and maximum of twenty-four-foot maximum side principle plane setback for the building on the western property side is not being met (LDC Transect 5 Setback Table).
Response: A waiver is requested to the requirement of LDC Transect 5 Setback Table for a side principle plane setback of a minimum of 0 feet and a maximum of 24 feet to allow a building with a side principle plane setback of ± 91.44 feet from the western property line
3. The minimum 80 percent frontage buildout at front setback is not being met (LDC Transect 5 Setback Table).
Response: A waiver is requested to the requirement of the LDC Transect 5 Setback Table for 80 percent building frontage at the front setback to allow a building with ± 25 percent frontage.
4. Since the drive-thru lane is not to the rear of the building and will be visible from State Road 434, either intensified landscaping or a wall shall be provided between the drive thru lane and the adjacent parking along the area between the two (2) drive-thru windows.
Response: A waiver is requested to LDC subsection 20-324(6) requiring drive-thru windows to be located in the rear or in alley accessed location to allow a drive-thru window to the side of the building.
5. Per LDC 20-324(8).f, the landscape islands are required every (6) spaces in the parking lot. **Response: A waiver is requested to the requirement of LDC subsection 20-324(8).f requiring landscaping islands every six (6) parking spaces to allow 10 parking spaces between landscaping islands**

Please do not hesitate to contact us at (813) 434-4770 with any comments or questions.

Sincerely,

Infinity Engineering Group, LLC.

A handwritten signature in blue ink, appearing to read "Nisit Sapparkhao".

Nisit Sapparkhao, P.E.
President



CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434
Winter Springs, Florida 32708
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

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
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

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.



**CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT**

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

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.

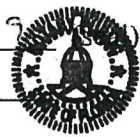
APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of,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

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, the Developer has proposed to construct certain public and private improvements on property that is not currently owned by the Developer, namely that portion of Sea Hawk Cove known as “Tract D” per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66; and

WHEREAS, the Developer shall be required to obtain the consent of the adjacent property owner to construct the certain public and private improvements as described herein and included as conditions of approval for the Project; 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 2,163 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 (JDBS Winter Springs) shall be required to obtain a private easement to allow JDBS Winter Springs to plant, install, construct, maintain, and repair landscaping, vegetation, and parallel parking spaces within the private right-of-way for that portion of Sea Hawk Cove known as “Tract D” per the Winter Springs Apartments Replat, Plat

Book 82, Pages 63 through 66, in a width sufficient to accommodate the proposed landscaping, vegetation and parallel parking spaces as depicted in the Final Engineering Plans.

B. The Developer (JDBS Winter Springs) shall be required to obtain a public easement in favor of the City of Winter Springs, in a form to be approved by the City Attorney, to allow for the construction and maintenance of a sidewalk for public pedestrian access and use within the private right-of-way for that portion of Sea Hawk Cove known as “Tract D” per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66, in a width sufficient to accommodate the proposed sidewalk as depicted in the Final Engineering Plans.

C. The Developer (JDBS Winter Springs) shall be required to obtain a public easement in favor of the City of Winter Springs, in a form to be approved by the City Attorney, to allow for public parking use of the parallel parking spaces within the private right-of-way for that portion of Sea Hawk Cove known as “Tract D” per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66. The Developer shall not be permitted to close the parallel parking spaces on Sea Hawk Cove to the public, except for the purpose of making necessary repairs and conducting maintenance and provided five (5) business days’ notice is given to the City. The Developer shall not be permitted to install signage labeling the parallel parking spaces for Wendy’s customer use only, or for the sole use of any future business’s customers.

D. The Developer shall obtain the easements described in Conditions of Approval A-C prior to obtaining any building permits.

E. 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.

F. The Developer shall add a decorative railing for safety purposes along the sidewalk located between the parking lot and the drive-through window.

G. 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

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

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 / jmercado@jaerestgroup.com

copy to:
Raul Gastesi, Esq.
Gastesi & Associates, P.A.
8105 NW 155th Street
Miami Lakes, FL 33016
Phone: 305-801-1292
Email: 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 _____, 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.