



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

March 21, 2023

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

(In accordance with Section C-45 of the Ocoee City Charter, swearing in of Elected Officials to commence at 7:00 p.m.)

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

• STAFF REPORTS AND AGENDA REVIEW

• PUBLIC COMMENTS

The public is allowed to comment on any items that are on the Agenda but not part of a Public Hearing. Public Hearing comments are to be heard during that portion of the meeting. Any comments you would like to make that are not part of the Agenda will be heard under the Citizens/Public Comments at the end of the meeting.

• CONSENT AGENDA

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

1. Approval of the Minutes for the Regular City Commission Meeting held March 7, 2023. **(City Clerk Sibbitt)**
2. Approval of an Amendment to the Utility Easement Agreement between Lake Lilly Professional Center Property Owners Association, Inc., Heller Bros. Groves, Lake Lilly Apartments, LLC, and City of Ocoee. **(Development Services Director Rumer)**
3. Approval of an Emergency Access Easement Agreement between Lake Lilly Professional Center Property Owners Association, Inc., Heller Bros. Groves, Lake Lilly Apartments, LLC, and the City of Ocoee. **(Development Services Director Rumer)**
4. Approval of the Fifth Amendment to the Interlocal Agreement between the City of Ocoee and the School Board of Orange County regarding the Coca-Cola Property (Ocoee Crown Point PUD). **(Development Service Director Rumer)**
5. Approval of Resolution Amending the Benchmark Rate for the 2009 Capital Improvement Refunding Revenue Note. **(Finance Director Roberts)**

6. Approval of Phase 2 for the Vandergrift Central Park Skatepark Project. **(Parks and Recreation Director Johnson)**
7. Approval of Road Closures for the the 2023 West Orange Babe Ruth Opening Day Parade and Ceremonies. **(Parks and Recreation Director Johnson)**
8. Approval of the Sale of Yamaha Police Motorcycles to West Orlando Powersports. **(Police Chief Plasencia)**

• **FIRST READING OF ORDINANCE**

9. First Reading of Ordinance for 413 Whittier Avenue - Phat An Temple Inc. Property - Annexation & Rezoning; Project No(s). AX-01-23-02 & RZ-23-01-02. **(Zoning Manager Whitfield)**
10. First Reading of Ordinance for 911 Marshall Farms Road - Surujlall Property - Annexation & Rezoning; Project No(s). AX-01-23-01 & RZ-23-01-01. **(Zoning Manager Whitfield)**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING**

• **PUBLIC HEARING**

• **REGULAR AGENDA**

• **COMMENTS FROM CITIZENS / PUBLIC**

• **COMMENTS FROM COMMISSIONERS**

• **ADJOURNMENT**

CITY COMMISSION ANNOUNCEMENTS MEETING

(Starting the later of 6:45 pm or 5 minutes following the adjournment of the City Commission Meeting)

During the City Commission Meeting, members of the City Commission are given limited time to make announcements. The purpose of this additional meeting is to give the Mayor and City Commissioners 10 minutes to make additional announcements that were not made as part of the City Commission Meeting. No formal actions on matters will be taken during this meeting. No discussions regarding matters that may come before the City Commission at a future City Commission Meeting should be addressed during this meeting. As the purpose of the meeting is for the sharing of general announcements by members of the City Commission that are City-wide or District-wide, no public discussion/input is requested during this meeting. One or more members of the City Commission may (but are not required to) attend this meeting. In the event the members of the City Commission have no further announcements and/or choose not to attend this meeting, there will be no meeting.

MINUTES
OCOEE CITY COMMISSION
MARCH 7, 2023

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Brad Lomneck**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Brinson, Commissioner Wilsen, Commissioner Firstner

Absent: Commissioner Oliver

Also Present: City Manager Frank, City Attorney Cookson, City Clerk Sibbitt

• **PRESENTATIONS AND PROCLAMATIONS 6:16 PM**

Black History Month Essay Contest Winners - **Community Relations Manager Wright** recognized the first-place winners and the overall winner from the participating schools, and the overall winner read their essay.

The City Commission each thanked the essay writers and City staff for this contest.

• **STAFF REPORTS AND AGENDA REVIEW – None**

• **PUBLIC COMMENTS 6:29 PM**

The following person(s) addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, briefly provided his credentials and explained the different types of audits along with their objective.
- **Stephanie Carroll** and **Margie Householder**, *West Orange Babe Ruth Board Members*, expressed a desire to bring back the opening day parade, provided the parade route, and requested permission to move forward. **Consensus of the City Commission was to approve the requested road closure upon the completion of a special event permit.**

• **CONSENT AGENDA 6:35 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-4.

Moved by Commissioner Brinson, seconded by Commissioner Firstner; Motion carried 4-0 with Commissioner Oliver absent.

1. Approval of the Minutes for the Regular City Commission Meeting held February 21, 2023.
(City Clerk Sibbitt)

2. Approval of Ocoee Crown Point PUD Mixed Use Development (Wire Development) Large Scale Final Site Plan (Project No. LS-2022-013) & Development Agreement. **(Development Services Director Rumer)**
3. Approval to Award ITB #23-003 Asphalt Paving Projects for FY 2023 to Hubbard Construction Company. **(Procurement Manager Tolbert)**
4. Approval to Utilize Orange County's Cooperative Contract for Motor Fuel with Mansfield Oil Company of Gainesville, Inc. **(Public Works Director Krug)**

• **FIRST READING OF ORDINANCE – None**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:39 PM**

5. Second Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. **(Pension Board Attorney Herrera)**

City Attorney Cookson read the title of the ordinance.

The public hearing was opened. As no one wished to speak the public hearing was closed.

Motion: Move to adopt Ordinance No. 2023-05 Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund; Moved by Commissioner Firstner, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Oliver absent.

• **PUBLIC HEARING – None**

• **REGULAR AGENDA 6:41 PM**

6. Appointment of One (1) Member to the Planning and Zoning Commission to Fill a Vacant Seat. **(City Clerk Sibbitt)**

City Clerk Sibbitt explained four (4) applications have been submitted for the one (1) vacant seat on the Planning and Zoning Commission. She explained the selection process which will be conducted with a scorecard ranking process, and advised they are to rank the nominees in ranking order from 1-4, with #1 being the top pick. Once they have completed their ranking, the Mayor will call a short recess so the results can be tallied. The final results will provide the highest ranked nominee that will fill the vacant seat on the Planning and Zoning Commission. *(See attached tally sheet)*

Mayor Johnson allowed any of the nominees present the opportunity to introduce themselves.

Mayor Johnson called a recess.

Consensus of the City Commission by tally vote was to appoint Joe Crocker to the Planning and Zoning Commission to fill a vacant seat for a term ending in June of 2024.

• **COMMENTS FROM CITIZENS / PUBLIC - None**

• **COMMENTS FROM COMMISSIONERS 6:49 PM**

Commissioner Brinson - *None*

Commissioner Firstner - Commented on the following:

- 1) Announced the 2023 Best Fest Event date, time, and location.
- 2) Provided information about Ocoee's Public Safety Academy, and encouraged interested residents to contact the City.
- 3) Provided information about the Community Grant Program.

Commissioner Wilsen – Commented on the following:

- 1) Announced the Shred-It Event date, time, and location.
- 2) Inquired about the number of tickets that would be issued to the elected officials for the upcoming Ocoee Music Festival. **Consensus of the City Commission was for each elected official to receive 25 tickets.**
- 3) Announced Legislative Days and inquired if others members would be attending to determine if the April 4, 2023, City Commission meeting needed to be cancelled. **Consensus of the City Commission was to cancel the April 4, 2023, Regular City Commission meeting.**

Mayor Johnson – Commented on the following:

- 1) Read a letter from Orange County Mayor Demings regarding the intersection of McCormick Road/Apopka-Vineland Road, which requested an interlocal agreement to complete the project.
- 2) Provided information on the upcoming Municipal Election.
- 3) Asked for a consensus that absolutely no election materials be allowed on City property during the Ocoee Music Fest: No signs, No shirts, and No handout material. **City Attorney Cookson** noted freedom of speech laws. **Commissioner Wilsen** shared the current sign code, explaining that they could not be carried or posted on City property and clarified that campaigning booths are not permitted. **Commissioner Brinson** expressed a desire to adhere to the City's current standing rules. **City Manager Frank** clarified the City's Code and expressed concerns regarding enforcement. **Consensus of the City Commission was to adhere to the City's Code of prohibiting campaign signs on City property.**

Commissioner Brinson inquired about funding for the intersection of McCormick Road/Apopka-Vineland Road. **Mayor Johnson** inquired about utilizing impact fees to cover the costs. **City Manager Frank** addressed their concerns and explained that additional details would be forthcoming.

- 4) Provided dates, times, and details for multiple events being held during the 2023 Ocoee Music Fest.

• **ADJOURNMENT 7:09 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: March 21, 2023

Item #: 2

Contact Name: Michael Rumer

Contact Number: Ext. 1018

Department Director: Michael Rumer

City Manager: Robert Frank

Subject: Approval of an Amendment to the Utility Easement Agreement between Lake Lilly Professional Center Property Owners Association, Inc., Heller Bros. Groves, Lake Lilly Apartments, LLC, and City of Ocoee. (Development Services Director Rumer)

Background Summary:

In 1991, the City of Ocoee and Heller Bros. Groves entered into a Utility Easement Agreement for land located within the Lake Lilly Professional Center. A public water line was constructed on Heller Bros. land and an easement was put in place to allow the City to enter and maintain the water line. It was recently found during site work for the Alibi at Lake Lilly that the water line was not located within the description of the easement and a new/amended easement is needed to facilitate the City's rights over said water line.

Issue:

Should the Honorable Mayor and City Commissioners approve an Amendment to the Utility Easement Agreement between the City of Ocoee, Lake Lilly Professional Center Property Owners Association, Heller Bros. Groves, and Lake Lilly Apartments, LLC?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve an Amendment to the Utility Easement Agreement between the City of Ocoee, Lake Lilly Professional Center Property Owners Association, Heller Bros. Groves, and Lake Lilly Apartments, LLC.

Attachments:

1. Amendment to Utility Easement Agreement
2. Survey showing existing Utility Easement
3. Original Easement Agreement

Financial Impacts:

N/A

Type of Item: Consent

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

PREPARED BY:

Paul E. Rosenthal, Esq.
2605 Norfolk Road
Orlando, FL 32803
(407) 758-3301

RETURN TO:

Melanie Sibbitt, City Clerk
CITY OF OCOEE
150 N. Lakeshore Drive
Ocoee, FL 34761
(407) 905-3100

AMENDMENT TO UTILITY EASEMENT AGREEMENT

THIS AMENDMENT TO UTILITY EASEMENT AGREEMENT (this “**Amendment**”) is made and entered into as of the ____ day of _____, 2023, by and between **LAKE LILLY PROFESSIONAL CENTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is P.O. Box 770249 Winter Garden, FL 34777-0249 (the “**Association**”), **HELLER BROS. GROVES**, a Florida general partnership, whose mailing address is P.O. Box 770249, Winter Garden, FL 34777-0249 (“**HBG**”), **LAKE LILLY APARTMENTS, LLC**, a Delaware limited liability company, whose mailing address is c/o Fore Property Company, 1741 Village Center Circle, Las Vegas, NV 89134 (“**LLA**”) and the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as the “**City**”) (the Association, HBG, LLA and City are sometimes together referred to herein as the “**parties**”, and separately as the “**party**”).

WITNESSETH:

WHEREAS, HBG and the City have previously entered into that certain Utility Easement Agreement dated February 5, 1991 as recorded on February 21, 1991 in Official Records Book 4263, Page 1607 of the Public Records of Orange County, Florida (the “**Easement Agreement**”); and

WHEREAS, pursuant to the Easement Agreement the City installed certain waterlines which are owned and maintained by the City and part of the City utility system (the “**waterlines**”); and

WHEREAS, in connection with LLA’s development of an apartment project within the Lake Lilly Center it was discovered that a portion of the waterlines are located outside of the Easement Lands; and

WHEREAS, HBG owns fee simple title to those certain lands located within the City of Ocoee, Orange County, Florida, as more particularly described in Exhibit "1" attached hereto and by this reference made a part hereof (the "**Easement Three Land**"); and

WHEREAS, Association owns fee simple title to those certain lands located within the City of Ocoee, Orange County, Florida, as more particularly described in Exhibit "2" attached hereto and by this reference made a part hereof (the "**Easement Four Land**"); and

WHEREAS, LLA owns fee simple title to those certain lands located within the City of Ocoee, Orange County, Florida, as more particularly described in Exhibit "3" attached hereto and by this reference made a part hereof (the "**Easement Five Land**"); and

WHEREAS, the waterlines are located within portions of the Easement Three Land, the Easement Four Land and the Easement Five Land; and

WHEREAS, the City has requested that the Easement Agreement be amended so as to include the Easement Three Land, the Easement Four Land and the Easement Five Land within the scope of the Easement and the definition of the Easement Lands.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Definitions.** The above recitals are true and correct, form a material part of this Amendment and are incorporated herein by reference. Any capitalized terms used herein which are not otherwise defined shall be as defined in the Easement Agreement.

2. **Amendment to Easement Agreement.** The Easement Agreement is hereby amended to add the Easement Three Land, the Easement Four Land and the Easement Five Land to the definition of "Easement Lands" so that all references in the Easement Agreement to the "Easement Lands" shall hereafter cumulatively refer to the Easement One Land, the Easement Two Land, the Easement Three Land, the Easement Four Land and the Easement Five Land.

3. **Termination of Temporary Construction.** The parties hereto acknowledge that the Temporary Construction Easement set forth in the Easement Agreement has previously automatically terminated in accordance with the provisions of Section 7 of the Easement Agreement.

4. **Successors and Assigns.** The Association and LLA are successors to HBG for portions of the Easement Lands and the Easement Agreement is binding upon and inures to the benefit of the parties to this Amendment as contemplated by the provisions of Section 12 of the Easement Agreement.

5. **Effect of Amendment.** All other terms and provisions of the Easement Agreement are ratified, shall remain unchanged and shall continue in full force and effect. Should any provisions of this Amendment conflict with the Easement Agreement, the provisions of this Amendment shall control.

6. **Execution in Counterparts.** This Amendment may be executed by the parties in multiple counterparts, which when taken together shall have the full force and effect of a fully executed amendment between the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

ASSOCIATION:

**LAKE LILLY PROFESSIONAL CENTER
PROPERTY OWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: Harry Falk
Harry Falk, Vice-President

Print Name: Ezechary Heller

Print Name: Alex Heller

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of February, 2023, by **HARRY FALK**, as Vice-President of **LAKE LILLY PROFESSIONAL CENTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He ☒ is personally known to me, or ☐ has produced _____ (type of identification) as identification.



Notary Signature: Vickie Anderson
Print Name: Vickie Anderson
Notary Public, State of Florida
Commission Number: #225485
My Commission Expires: June 7, 2026

[Affix Notary Stamp or Seal]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

HBG:

HELLER BROS. GROVES,
a Florida general partnership

By: **HELLER BROS. PACKING CORP.,**
a Florida corporation,
Managing General Partner

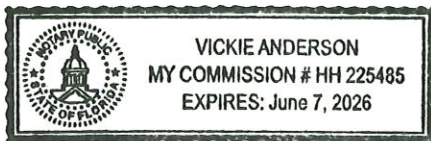
By: Harry Falk
Harry Falk, Vice-President

Jack Heller
Print Name: Jack Heller
Alex Heller
Print Name: Alex Heller

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of February, 2023, by **HARRY FALK**, as Vice-President of **HELLER BROS. PACKING CORP.**, a Florida corporation, as Managing General Partner of **HELLER BROS. GROVES**, a Florida general partnership, on behalf of said general partnership and corporation. He ☒ is personally known to me, or ☐ has produced _____ (type of identification) as identification.



AFFIX NOTARY STAMP

Vickie Anderson
Signature of Notary Public

(Print Notary Name) Vickie Anderson

My Commission Expires: June 7, 2026

Commission No.: HH 225485

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:


Print Name: Jacob Duff


Print Name: Rose-Marie Aldred

LLA:

LAKE LILLY APARTMENTS, LLC,
a Delaware limited liability company

By: 
Christopher L. New
Authorized Signatory

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means [☒] of physical presence or [] online notarization, this 21st day of February, 2023, by **Christopher L. New**, as an Authorized Signatory of **LAKE LILLY APARTMENTS, LLC**, a Delaware limited liability company, on behalf of said company. He [☒] is personally known to me or [] has produced N/A as identification.




(Signature of Notary Public)

Trae Baker
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: HH 299480
My Commission Expires: August 10, 2026

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first written above.

CITY:

CITY OF OCOEE, FLORIDA

Signed, sealed and delivered
in the presence of:

By: _____
Rusty Johnson, Mayor

Print Name: _____

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

Print Name: _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA. Approved as
to form and legality this _____ day of
_____, 2023.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD ON
_____ UNDER
AGENDA ITEM NO. _____.**

Shuffield, Lowman & Wilson, P.A.

By: _____
City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA** and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Signature of Notary Public

(Print Notary Name)_____

AFFIX NOTARY STAMP

My Commission Expires:_____

Commission No.:_____

EXHIBIT "1"

EASEMENT THREE LAND

Sketch of Description and legal description follow this page.

LEGAL DESCRIPTION

UTILITY EASEMENT

LEGAL DESCRIPTION:

A PORTION OF LOT 3, LAKE LILLY PROFESSIONAL CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 104, PAGES 30 – 32, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA LYING WITHIN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERN MOST CORNER OF LOT 3 OF SAID LAKE LILLY PROFESSIONAL CENTER SUBDIVISION; THENCE RUN NORTH 76°15'53" WEST A DISTANCE OF 40.27 FEET ALONG THE SOUTHERN BOUNDARY OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERN BOUNDARY NORTH 76°15'53" WEST A DISTANCE OF 7.29 FEET; THENCE DEPARTING SAID SOUTHERN BOUNDARY RUN NORTH 51°40'56" EAST A DISTANCE OF 86.24 FEET TO A POINT ALONG THE NORTHWESTERLY LINE OF AN EXISTING 15' WIDE UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4263, PAGE 1607, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 39°25'36" WEST ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 59.13 FEET; THENCE SOUTH 67°31'30" WEST A DISTANCE OF 24.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 595 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE THE LIMITS OF AN ADDITIONAL UTILITY EASEMENT.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST BEING SOUTH 89°42'11" WEST.

SYMBOLS AND ABBREVIATION LEGEND:

N	=	NORTH	R/W	=	RIGHT OF WAY
E	=	EAST	COR.	=	CORNER
S	=	SOUTH	PG(S)	=	PAGE (PAGES)
W	=	WEST	AVE.	=	AVENUE
			ORB.	=	OFFICIAL RECORDS BOOK
			PB	=	PLAT BOOK

CERTIFICATIONS:

TO: LAKE LILLY PROFESSIONAL CENTER
PROPERTY OWNER'S ASSOCIATION, INC.;
LAKE LILLY APARTMENTS, LLC;
HELLER BROS GROVES.
CITY OF OCOEE

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

LAKE LILLY - OCOEE PROJECT		SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.			
PROJECT No. 210053 DRAWN DATE 2023.01.12		 Digitally signed by Sherry Manor Date: 2023.01.31 11:57:51 -05'00'		 L & S Diversified Professional Surveyors and Mappers 489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407.681.3836 FAX 407.681.6541 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM	
SURVEY BY N/A REVIEWED BY SM SURVEY DATE N/A APPROVED BY SM DRAWN BY BES CLIENT FILE No. N/A					
No.	DATE	BY	DESCRIPTION	SHERRY L. MANOR, PSM - LS# 7829 THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.	
				Page 15 of 146	

SKETCH OF DESCRIPTION

UTILITY EASEMENT

HELLER BROS GROVES
PARCEL NO.
29-22-28-4571-04-000

LOT 4
LAKE LILLY PROFESSIONAL
CENTER SUBDIVISION
PLAT BOOK 104, PAGES 30-32

HELLER BROS GROVES
PARCEL NO.
29-22-28-4571-03-000

LOT 3
LAKE LILLY PROFESSIONAL
CENTER SUBDIVISION
PLAT BOOK 104, PAGES 30-32

WEST END PROFESSIONAL PARK PROPERTY
OWNERS ASSOCIATION INC
PARCEL NO. 29-22-28-9169-00-001

TRACT "A"
STORMWATER MANAGEMENT AREA
DRAINAGE EASEMENT
WEST END PROFESSIONAL PARK UNIT 1
PLAT BOOK 34, PAGES 139-141

NORTHWESTERLY LINE OF
THE 15' WIDE UTILITY
EASEMENT AS RECORDED
IN OFFICIAL RECORDS
BOOK 4263, PAGE 1607

15.0 UTILITY EASEMENT
OFFICIAL RECORD BOOK
4263, PAGE 1607

N51°40'56"E 86.24'

S39°25'36"W 59.13'

S67°31'30"W 24.92'

POINT OF COMMENCEMENT
SE. COR., LOT 3 LAKE
LILLY PROFESSIONAL
CENTER SUBDIVISION
PER PB. 104, PG'S. 30-32

N76°15'53"W 40.27'

SOUTHERN BOUNDARY
OF LOT 3

POINT OF BEGINNING

WEST END PROFESSIONAL PARK PROPERTY OWNERS ASSOCIATION INC
PARCEL NO. 29-22-28-9169-00-002

TRACT "B"
CONSERVATION AREA
DRAINAGE EASEMENT
WEST END PROFESSIONAL PARK UNIT 1
PLAT BOOK 34, PAGES 139-141



SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.



Digitally
signed by
Sherry Manor
Date:
2023.01.31
11:58:07
-05'00'

SHERRY L. MANOR, PSM - LS# 7829

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 50 100
Feet



L & S
Diversified

Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707

PHONE 407.681.3836 | FAX 407.681.6541

WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LAKE LILLY - OCOEE PROJECT

PROJECT No.	210053	DRAWN DATE	2023.01.13
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
DRAWN BY	BS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION

EXHIBIT "2"
EASEMENT FOUR LAND

Sketch of Description and legal description follow this page.

UTILITY EASEMENT

				SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.			
LAKE LILLY - OCOEE PROJECT				Digitally signed by Sherry Manor Date: 2023.02.07 14:52:09 -05'00'			
PROJECT No.		210053		DRAWN DATE		2023.01.12	
SURVEY BY		N/A		REVIEWED BY		SM	
SURVEY DATE		N/A		APPROVED BY		SM	
DRAWN BY		BES		CLIENT FILE No.		N/A	
No.	DATE	BY	DESCRIPTION				

SHERRY L. MANOR, PSM - LS# 7829

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

L & S Diversified

Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
 PHONE 407.681.3836 | FAX 407.681.6541
 WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER DURING LICENSE PERIOD

Page 18 of 146

LEGAL DESCRIPTION

UTILITY EASEMENT

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE THE LIMITS OF AN ADDITIONAL UTILITY EASEMENT.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST BEING SOUTH 89°42'11" WEST.

SYMBOLS AND ABBREVIATION LEGEND:

N	=	NORTH	R/W	=	RIGHT OF WAY
E	=	EAST	COR.	=	CORNER
S	=	SOUTH	PG(S)	=	PAGE (PAGES)
W	=	WEST	AVE.	=	AVENUE
			ORB.	=	OFFICIAL RECORDS BOOK
			PB	=	PLAT BOOK

CERTIFICATIONS:

TO: LAKE LILLY PROFESSIONAL CENTER
PROPERTY OWNER'S ASSOCIATION, INC.;
LAKE LILLY APARTMENTS, LLC;
HELLER BROS GROVES.
CITY OF OCOEE

SHEET 2 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 3 FOR SKETCH PART A
SEE SHEET 4 FOR SKETCH PART B

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER SJ-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.

Digitally
signed by
Sherry
Manor
Date:
2023.02.07
14:52:28
-05'00'



SHERRY L. MANOR, PSM - LS# 7829

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

LAKE LILLY - OCOEE PROJECT

PROJECT No.	210053	DRAWN DATE	2023.01.12
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
DRAWN BY	BES	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION



**L & S
Diversified**

Professional Surveyors and Mappers

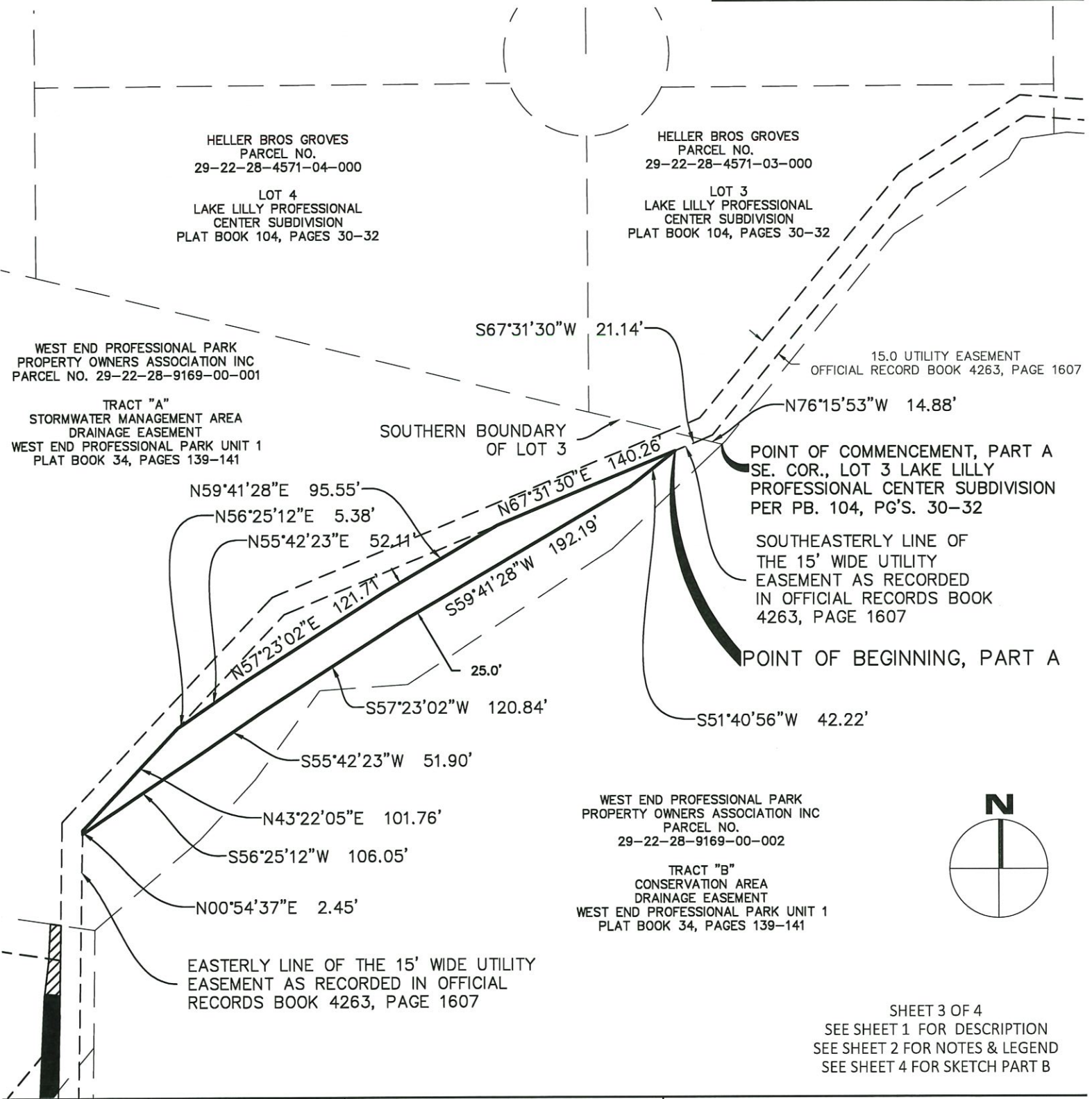
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

Page 19 of 146

SKETCH OF DESCRIPTION

UTILITY EASEMENT



SHEET 3 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR NOTES & LEGEND
SEE SHEET 4 FOR SKETCH PART B

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.

Digitally
signed by
Sherry Manor
Date:
2023.02.07
14:52:40
-05'00'

SHERRY L. MANOR, PSM - LS# 7829

0 100 200 Feet

LAKE LILLY - OCOEE PROJECT

PROJECT No.	210053	DRAWN DATE	2023.01.13
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
RAWN BY	BS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION

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Professional Surveyors and Mappers

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WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

SKETCH OF DESCRIPTION

UTILITY EASEMENT

WEST END PROFESSIONAL PARK
PROPERTY OWNERS ASSOCIATION INC
PARCEL NO. 29-22-28-9169-00-001

TRACT "A"
STORMWATER MANAGEMENT AREA
DRAINAGE EASEMENT
WEST END PROFESSIONAL PARK UNIT 1
PLAT BOOK 34, PAGES 139-141

NORTHWEST BOUNDARY OF
EXISTING 15' UTILITY EASEMENT

15.0' UTILITY EASEMENT
OFFICIAL RECORD BOOK
4263, PAGE 1607

N56°25'12"E 43.24'

8.0'

S43°22'05"W 42.88'

N02°43'21"E 80.31'

S00°54'37"W 74.37'

8.9'

POINT OF COMMENCEMENT, PART B
SE. COR., TRACT "A" OF WEST
END PROFESSIONAL PARK
PER PB. 34, PG'S. 139-141

SOUTHERN BOUNDARY OF TRACT "A" /
NORTHERN BOUNDARY OF LAKE LILLY
APARTMENTS LLC PARCEL

N81°20'27"W 9.32'

POINT OF BEGINNING, PART B
INTERSECTION OF THE SOUTHERN
BOUNDARY OF TRACT "A" AND THE
WESTERN BOUNDARY OF THE 15'
WIDE UTILITY EASEMENT, OFFICIAL
RECORDS BOOK 4263, PAGE 1607

WESTERN BOUNDARY OF THE 15'
WIDE UTILITY EASEMENT, OFFICIAL
RECORDS BOOK 4263, PAGE 1607

LAKE LILLY APARTMENTS LLC
PARCEL NO.
29-22-28-0000-00-007

SOUTHEASTERLY
BOUNDARY OF LAKE
LILLY APARTMENTS

DOT/STATE OF FLORIDA-TURNPIKE
ENTERPRISE
PARCEL NO. 29-22-28-0000-00-113

NOT PLATTED
STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION
OFFICIAL RECORD BOOK 8737, PAGE 509

WEST END PROFESSIONAL PARK
PROPERTY OWNERS ASSOCIATION INC
PARCEL NO.
29-22-28-9169-00-002

TRACT "B"
CONSERVATION AREA
DRAINAGE EASEMENT
WEST END PROFESSIONAL PARK UNIT 1
PLAT BOOK 34, PAGES 139-141



SHEET 4 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR NOTES & LEGEND
SEE SHEET 3 FOR SKETCH PART A

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND
BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE
STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA
ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF
THE FLORIDA STATUTES.



Digitally
signed by
Sherry Manor
Date:
2023.02.07
14:52:53
-05'00'

SHERRY L. MANOR, PSM - LS# 7829

0 80 160 Feet

LAKE LILLY - OCOEE PROJECT

PROJECT No.	210053	DRAWN DATE	2023.01.25
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
RAWN BY	BS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION



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Diversified
Professional Surveyors and Mappers

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PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

EXHIBIT "3"
EASEMENT FIVE LAND

Sketch of Description and legal description follow this page.

LEGAL DESCRIPTION

UTILITY EASEMENT

LEGAL DESCRIPTION:

A PORTION OF THE PARCEL LAKE LILLY APARTMENTS, AS DESCRIBED AND RECORDED IN INSTRUMENT #20210766548, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA LYING WITHIN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERN MOST CORNER OF TRACT "A", WEST END PROFESSIONAL PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGES 139 – 141, PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 81°20'27" WEST A DISTANCE OF 25.22 FEET ALONG THE SOUTHERN BOUNDARY LINE OF SAID TRACT "A" TO A POINT OF INTERSECTION WITH THE WESTERN BOUNDARY OF AN EXISTING 15' WIDE UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4263, PAGE 1607, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERN BOUNDARY LINE RUN SOUTH 00°54'37" WEST ALONG SAID WESTERN BOUNDARY FOR A DISTANCE OF 119.58 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF AFORESAID LAKE LILLY APARTMENTS; THENCE DEPARTING SAID WESTERN BOUNDARY RUN SOUTH 39°54'05" WEST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LAKE LILLY APARTMENTS LOT A DISTANCE OF 21.23 FEET; THENCE DEPARTING SAID SOUTHEASTERLY BOUNDARY RUN NORTH 2°20'48" EAST A DISTANCE OF 83.36 FEET; THENCE NORTH 6°40'01" EAST A DISTANCE OF 26.59 FEET; THENCE NORTH 2°43'21" EAST FOR A DISTANCE OF 27.36 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF TRACT "A" OF WEST END PROFESSIONAL PARK UNIT 1; THENCE SOUTH 81°20'27" EAST ALONG SAID SOUTHERLY BOUNDARY LINE A DISTANCE OF 7.81 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,398 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE THE LIMITS OF AN ADDITIONAL UTILITY EASEMENT.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST BEING SOUTH 89°42'11" WEST.

SYMBOLS AND ABBREVIATION LEGEND:

N = NORTH
E = EAST
S = SOUTH
W = WEST

R/W = RIGHT OF WAY
COR. = CORNER
PG(S) = PAGE (PAGES)
AVE. = AVENUE
ORB. = OFFICIAL RECORDS BOOK
PB = PLAT BOOK

CERTIFICATIONS:

TO: LAKE LILLY PROFESSIONAL CENTER
PROPERTY OWNER'S ASSOCIATION, INC.;
LAKE LILLY APARTMENTS, LLC;
HELLER BROS GROVES.
CITY OF OCOEE

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

LAKE LILLY - OCOEE PROJECT		SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.			
PROJECT No.	210053	DRAWN DATE	2023.01.13	 Digitally signed by Sherry Manor Date: 2023.02.07 14:53:12 -05'00'	
SURVEY BY	N/A	REVIEWED BY	SM		
SURVEY DATE	N/A	APPROVED BY	SM		
DRAWN BY	BS	CLIENT FILE No.	N/A		
No.	DATE	BY	DESCRIPTION	SHERRY L. MANOR, PSM - LS# 7829 THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.	
				 L & S Diversified Professional Surveyors and Mappers 489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407.681.3836 FAX 407.681.6541 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER	

SKETCH OF DESCRIPTION

UTILITY EASEMENT

WEST END PROFESSIONAL PARK
PROPERTY OWNERS ASSOCIATION INC
PARCEL NO. 29-22-28-9169-00-001

TRACT "A"
STORMWATER MANAGEMENT AREA
DRAINAGE EASEMENT
WEST END PROFESSIONAL PARK UNIT 1
PLAT BOOK 34, PAGES 139-141

15.0 UTILITY EASEMENT
OFFICIAL RECORD BOOK
4263, PAGE 1607

POINT OF BEGINNING
INTERSECTION OF THE SOUTHERN
BOUNDARY OF TRACT "A" AND THE
WESTERN BOUNDARY OF THE 15'
WIDE UTILITY EASEMENT, OFFICIAL
RECORDS BOOK 4263, PAGE 1607

POINT OF COMMENCEMENT
SE. COR., TRACT "A" OF WEST
END PROFESSIONAL PARK
PER PB. 34, PG'S. 139-141

SOUTHERN BOUNDARY
OF TRACT "A"

S81°20'27"E 7.81'

N02°43'21"E 27.36'

8.2

N06°40'01"E 26.59'

N81°20'27"W 25.22'

S00°54'37"W 119.58'

N02°20'48"E 83.36'

12.3

WESTERN BOUNDARY OF THE 15'
WIDE UTILITY EASEMENT, OFFICIAL
RECORDS BOOK 4263, PAGE 1607

LAKE LILLY APARTMENTS LLC
PARCEL NO.
29-22-28-0000-00-007

S39°54'05"W 21.23'

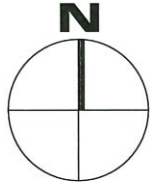
SOUTHEASTERLY
BOUNDARY OF LAKE
LILLY APARTMENTS

DOT/STATE OF FLORIDA-TURNPIKE
ENTERPRISE
PARCEL NO. 29-22-28-0000-00-113

NOT PLATTED
STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION
OFFICIAL RECORD BOOK 8737, PAGE 509

WEST END PROFESSIONAL PARK
PROPERTY OWNERS ASSOCIATION INC
PARCEL NO.
29-22-28-9169-00-002

TRACT "B"
CONSERVATION AREA
DRAINAGE EASEMENT
WEST END PROFESSIONAL PARK UNIT 1
PLAT BOOK 34, PAGES 139-141



SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND
BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE
STANDARDS SET FORTH IN CHAPTER SJ-17 OF THE FLORIDA
ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF
THE FLORIDA STATUTES.



Digitally
signed by
Sherry Manor
Date:
2023.02.07
14:53:24
-05'00'

SHERRY L. MANOR, PSM - LS# 7829

0 80 160
Feet

LAKE LILLY - OCOEE PROJECT

PROJECT No.	210053	DRAWN DATE	2023.01.25
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
RAWN BY	BS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION



L & S
Diversified
Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that it is the holder of a Mortgage, Security Agreement and Fixture filing, recorded on February 14, 2022 as Official Records Document No. 20220101554, Assignment of Rents, Leases and Profits, recorded on February 14, 2022, as Official Records Document No. 20220101555 and UCC-1 Financing Statement, recorded on February 14, 2022, as Official Records Document No. 20220101556, all of the Public Records of Orange County, Florida, upon the property described in the foregoing Agreement; and that the undersigned joins in and consents to that certain Amendment to Utility Easement Agreement. Further, the undersigned agrees that its mortgage, lien or other encumbrance, as it has been, and as it may be, modified, amended, and assigned from time to time, shall be subordinated to the Agreement.

Signed, sealed and delivered
in the presence of:

Signature

Print/Type Name

Signature

Print/Type Name

PNC BANK, National Association

Signature

Print/Type Name

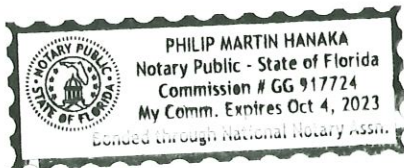
Title

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of February, 2023, by Jeremy Anderson as _____ of PNC Bank, National Association, on behalf of said entity. He/She ☒ is personally known to me, or ☐ has produced _____ (type of identification) as identification.

February **WITNESS** my hand and official seal in the County and State last aforesaid this 10th day of _____, 2023.

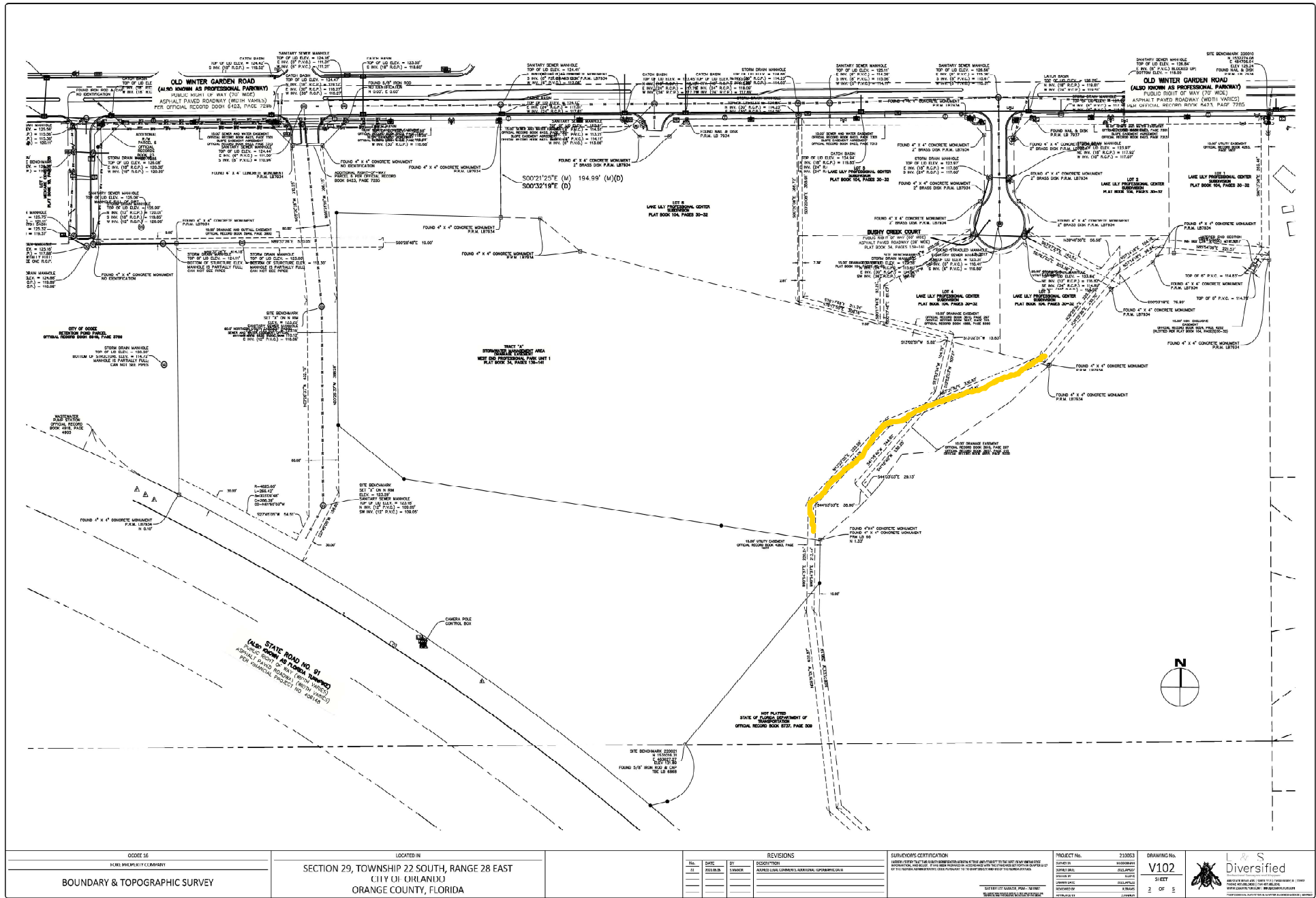


Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): 66917724

My Commission Expires (if not legible on seal): Oct 4, 2023



UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("this Agreement"), made this 5th day of ~~January~~ ^{FEBRUARY}, 1991, by and between HELLER BROS. GROVES, a Florida general partnership whose mailing address is Post Office Box 770249, Winter Garden, Florida 34777-0249 ("Grantor"), and the CITY OF OCOEE, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 32761 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives, administrators, assigns and the successors in interest and title of said parties, be they individuals, corporations, governmental entities or partnerships (including joint ventures).)

W I T N E S S E T H:

WHEREAS, the Grantor has of even date herewith conveyed to the Grantee fee simple title to certain lands located in Orange County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter, "the Property"); and

WHEREAS, in order for Grantee to utilize the Property for its intended use as a public potable water generator site, well field and water treatment facility, the Grantee requires certain utility easements over and across certain lands located in Orange County, Florida, as more particularly described in Exhibits "B" and "C" attached hereto and by this reference made a part hereof (hereinafter, the "Easement One Land" and "Easement Two Land," respectively); and

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Brian T. Lower, Esq.
FOLEY & LARDNER, VAN DEN BERG,
GAY, BURKE, WILSON & ARKIN
111 North Orange Avenue, Suite 1800
Post Office Box 2193
Orlando, FL 32802-2193
(407) 423-7656

3719631 Orange Co. FL.
02/21/91 02:45:47pm

OR4263PG1607

Return to: First American Title Company
11 North Summerlin Avenue Orlando, FL 32801

33/4/JS

Del.
IKL

WHEREAS, the Easement One Land and the Easement Two Land are hereinafter cumulatively referred to as the "Easement Lands"; and

WHEREAS, the Grantor owns fee simple title to the Easement Lands; and

WHEREAS, the Grantor has agreed to convey to the Grantee a utility easement over and across the Easement Lands, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration not herein recited but hereby receipted for, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference and made a part hereof as fully as if set forth herein verbatim.

2. Subject to those matters set forth in Exhibit "D" attached hereto, Grantor hereby warrants and guarantees to Grantee that Grantor has fee title to the Easement Lands and the Temporary Construction Easement Lands (as hereinafter defined) and that Grantor has full power and authority to grant this Easement and the Temporary Construction Easement (as hereinafter defined).

3. Grantor hereby gives, grants, bargains, sells, and conveys to Grantee a non-exclusive perpetual utility easement and right-of-way over, upon and across the Easement Lands, said easement being for the benefit of the City and for the limited purposes hereinafter set forth ("the Easement").

4. Grantee's use of the Easement Lands and the grant of the Easement shall be for the exclusive purposes of Grantee, through itself, its agents, contractors, consultants and employees:

(A) Constructing, erecting, installing, and laying and thereafter using, maintaining, reconstructing, operating, inspecting, repairing and replacing water lines, including

various types of mains, conduits, pipes and other fixtures and appurtenances thereto, designed for the purpose of transmitting and/or distributing water services to the public; and

(B) Constructing, erecting, installing, and laying and thereafter using, maintaining, reconstructing, operating, inspecting, repairing and replacing underground electric lines for the purpose of providing electric service to the Property.

The Easement Lands shall not be used for any purposes other than as specified above. It is specifically agreed that no members of the general public shall have the right to use the Easement Lands by virtue of this Easement Agreement.

5. Grantor also hereby gives, grants, bargains, sells and conveys to Grantee a non-exclusive temporary construction easement and right-of-way over, upon and across a strip of land lying five (5) feet on each side of the Easement Lands ("the Temporary Construction Easement Lands"), said easement being for the benefit of the City and for the limited purposes hereinafter set forth ("the Temporary Construction Easement").

6. Grantee's use of the Temporary Construction Easement Lands and the grant of the Temporary Construction Easement shall be for the exclusive purpose of Grantee, through itself, its agents, contractors, consultants and employees performing such activities on the Temporary Construction Easement Lands as Grantee may deem reasonably necessary in connection with the exercise of the rights and privileges granted herein to Grantee with respect to the Easement Lands.

7. The Temporary Construction Easement shall automatically terminate upon the earlier of (a) the completion of construction of the water and electric utility lines over and across the Easement Lands, or (b) four years from the date hereof. Upon termination of the Temporary Construction Easement, the Grantee shall promptly record a notice of termination in the public records of Orange County, Florida.

8. Grantor covenants with Grantee that no building or other structures will be placed under or over the Easement Lands without the prior written consent of the Grantee, which consent shall not be withheld unless Grantee determines that such building or other structure interferes with the exercise by Grantee of its rights and privileges hereunder. Grantee shall use reasonable efforts to avoid disturbing any natural vegetation, including natural plants and shrubs, trees and citrus trees as may be located on the Easement Lands and the Temporary Construction Easement Lands.

9. Grantee shall, at its sole cost and expense, restore any improvements on the Easement Lands and the Temporary Construction Easement Lands that are damaged by Grantee to a condition which approximates as closely as is reasonably practicable the condition of said improvements prior to being damaged by Grantee.

10. Grantee, to the extent permitted by law, hereby agrees to indemnify and save Grantor, its successors and assigns harmless from and against all losses, costs, expenses and claims whatsoever, including reasonable attorney's fees and paralegal fees at both trial and appellate levels, arising out of or alleged to have arisen out of or occasioned by the exercise by Grantee, its employees, agents, licensees, independent contractors, consultants or invitees, of the rights and privileges granted hereunder or as a result of their utilization of the Easement and/or the Temporary Construction Easement. Grantee shall not be required to indemnify Grantor for any losses, costs, expenses and claims arising out of or alleged to have arisen out of or occasioned by actions of Grantor.

11. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate and be of no further legal force or effect in the event that Grantee abandons use of both water lines and electric lines located within the Easement Lands for a period exceeding two years.

12. This Agreement shall be binding upon and inure to the benefit of the parties specified herein, and their respective

successors and assigns, and the benefits and burdens hereof shall run with the Easement Lands and the Temporary Construction Easement Lands.

13. This Agreement may be modified or amended only upon the mutual written consent of Grantor and Grantee, or their respective express successors and assigns.

14. The parties acknowledge that prior to the utilization of the Easement and the Temporary Construction Easement, the Grantor shall be entitled to provide a substitute location for such easements, provided, however, that any such substitute location and the widths and dimensions thereof must be reasonably acceptable to the Grantee. To facilitate the possibility of substitution and relocation of said easements, the Grantee shall notify Grantor at least thirty (30) days prior to commencement of final design of the improvements to be placed within the Easement Lands. Grantor shall then have thirty (30) days from receipt of Grantee's notice within which Grantor may, at Grantor's option, provide Grantee with a substitute location for said easements. For good cause shown, Grantor may seek from Grantee an extension of an additional thirty (30) days within which to provide a substitute location for said easements. Grantee shall review in good faith any such request of Grantor for a substitute location of said easements and shall cooperate with Grantor in order to assure that the Easement and the Temporary Construction Easement are compatible with the ultimate development of the lands encumbered by and surrounding said easements.

15. Notwithstanding any provision contained herein to the contrary, Grantor reserves the right, at Grantor's sole cost and expense (which costs shall include any expense which may be incurred by Grantee for administrative or legal services in connection therewith), to relocate the Easement and any water and/or electric lines lying within the Easement Lands; provided, however, that any such relocation must be accomplished without interruption or degradation to the Grantee's water system and adjacent treatment plant facilities and further provided the

location, including the width and dimensions thereof, of the relocated Easement and water and/or electric lines must be reasonably acceptable to Grantee. In the event of any such relocation, the Grantor and the Grantee shall execute an amendment to this Agreement setting forth the substitute location of the Easement.

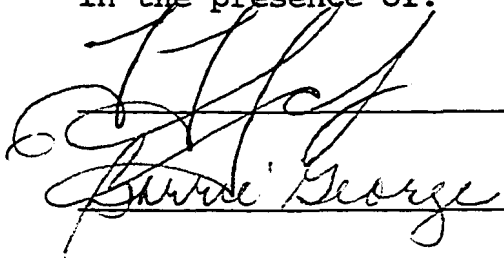
16. Grantor reserves to itself, its successors and assigns the non-exclusive right to utilize the Easement Lands and the Temporary Construction Easement Lands in any manner which is not inconsistent with Grantee's use of the same for the purposes set forth herein, including, but not limited to, the right to pass and repass over and upon the said lands and the right to use said lands for landscaping, parking or roadway purposes, utility access, roadway easements, and stormwater retention or detention; provided, however, that any cost or expense incurred by Grantee as the result of Grantor's use of the Easement Lands and/or Temporary Construction Easement Lands, including but not limited to, the repair or replacement of landscaping or improvements placed on the Easement Lands by Grantee, shall be borne by Grantor and shall be due and payable to Grantee upon demand of the Grantee.

17. Each party shall use the rights granted and reserved by this Agreement with due regard for the rights of the other party to use and enjoy the Easement Lands and the Temporary Construction Easement Lands.

18. Grantee shall procure and furnish to Grantor lien waivers from any surveyor, engineer or other independent contractor who may be engaged by Grantee to perform any surveying, engineering, testing, labor, services or materials for improvement of the Easement Lands and the Temporary Construction Easement Lands so that Grantor may be protected against the filing and/or enforcement of any statutory or common law liens for services as against Grantor, the Easement Lands, the Temporary Construction Easement Lands or any contiguous or adjacent property owned by Grantor as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Agreement to be executed as of the day and year first above written.

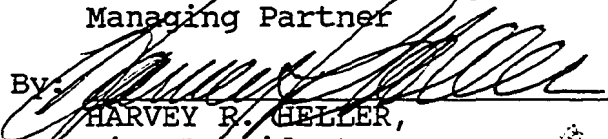
Signed, sealed and delivered in the presence of:


George

"GRANTOR"

HELLER BROS. GROVES, a Florida general partnership

By: HELLER BROS. PACKING CORP., a Florida corporation, Managing Partner

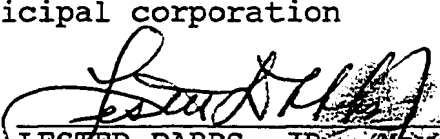
By: 
HARVEY R. HELLER, Vice President

(SEAL)



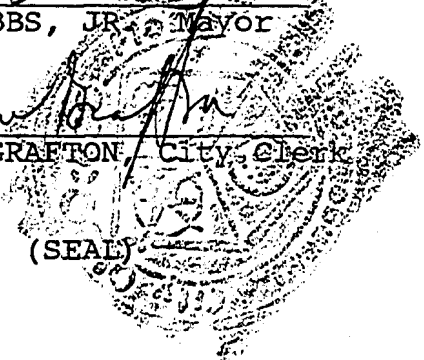
"GRANTEE"

CITY OF OCOEE, a Florida municipal corporation

By: 
LESTER DABBS, JR., Mayor

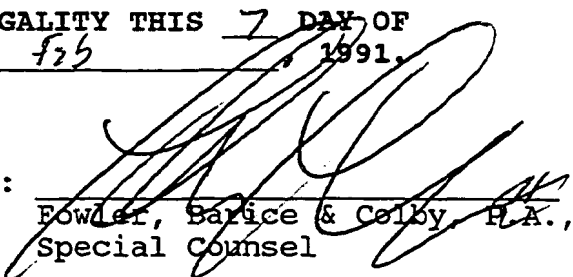
Attest: 
JEAN GRAFTON, City Clerk

(SEAL)



FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, APPROVED AS TO FORM AND LEGALITY THIS 7 DAY OF Feb, 1991.

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON February 5, 1991 UNDER AGENDA ITEM NO. III C.

By: 
Fowler, Barice & Colby, P.A., Special Counsel

04263PG1613

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared HARVEY R. HELLER, well known to be the Vice President of HELLER BROS. PACKING CORP., a Florida corporation, as Managing Partner of HELLER BROS. GROVES, a Florida general partnership, who executed the foregoing instrument under authority duly vested in him on behalf of said corporation and partnership and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of January, 1991.



(NOTARIAL SEAL)

[Signature]
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 18, 1993
ISSUED THRU GENERAL INS. CO.

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared LESTER DABBS, JR. and JEAN GRAFTON, well known to me to be the Mayor and City Clerk, respectively, of the City of Ocoee, a Florida municipal corporation and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of ~~January~~ ^{February}, 1991.



(NOTARIAL SEAL)

Marian L. Green
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 04, 1994
ISSUED THRU AGENT'S NOTARY BROKERAGE

FLOPPY/3629P(8)
H64 (01/12/91)

OR4263PG1614

Exhibit "A"

A parcel of land located in Orange County, Florida, being described as follows:

The South 400 feet of the East 525 feet of the West One-Half of the Southeast Quarter of the Southwest Quarter of Section 29, Township 22 South, Range 28 East.

FLOPPY/3629N1(2)
H64 (01/08/91)

OR4263PG1615

EXHIBIT "B"
(Basement One Land)

A STRIP OF LAND LOCATED IN ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

The South 20.00 feet (less the West 40.00 feet) of the Southwest quarter of the Southwest quarter of Section 29, Township 22 South, Range 20 East and the South 20.00 feet (less the East 525.00 feet) of the West one-half of the Southeast quarter of the Southwest quarter of said Section 29.

OR4263PG1616

EXHIBIT "C"
(Easement Two Land)

A parcel of land in the Southwest 1/4 of Section 29, Township 22 South, Range 28 East, City of Ocoee, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of said Section 29, thence run S 00°44'12" E along the West line of said Southwest 1/4 and the centerline of Maguire Road (80' R/W) for a distance of 2215.36 feet; thence run N 89°15'48" E for distance of 1465.79 feet to the POINT OF BEGINNING of a strip of land 15.00 feet wide lying 7.50 feet on each side of the following described centerline:

From said POINT OF BEGINNING, run N 00°33'06" W for a distance of 733.64 feet to the point of curvature of a curve concave Westerly having a radius of 542.50 feet and a central angle of 18°31'13"; thence run Northerly along the arc of said curve for a distance of 175.36 feet to a point of non-tangency; thence run N 51°26'55" E for a distance of 494.66 feet to the point of termination, said point lying on the Westerly Right-of-Way line of Florida's Turnpike (300' R/W).

TOGETHER WITH:

A parcel of land in Section 29, Township 22 South, Range 28 East, City of Ocoee, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of said Section 29, thence run S 89°26'52" W along the North line of said Southwest 1/4 for a distance of 582.01 feet; thence run S 00°29'22" E for a distance of 815.43 feet to the POINT OF BEGINNING of a strip of land 15.00 feet wide lying 7.50 feet each side of the following described centerline:

From said POINT OF BEGINNING run N 00°29'22" W for a distance of 464.72 feet; thence run N 58°34'12" W for a distance of 213.68 feet; thence run N 48°22'28" W for a distance of 157.07 feet; thence run N 06°39'29" W for a distance of 399.53 feet; thence run N 00°46'09" E for a distance of 216.84 feet; thence run N 43°13'37" E for distance of 219.07 feet; thence run N 67°23'02" E for a distance of 337.14 feet; thence run N 39°17'08" E for a distance of 230.00 feet; thence run N 57°05'50" E for a distance of 100.51 feet; thence run S 86°02'34" E for a distance of 215.50 feet; thence run N 00°29'22" W parallel with and 7.50 feet West of the East line of the Northwest 1/4 of said Section 29 for a distance of 309.15 feet to the Point of Termination, said point lying on the South Right-of-Way line of Professional Parkway (60' R/W).

OR 4263 PG 1617

RECORDED & RECORD VERIFIED
Martha O'Higgins
County Comptroller, Orange Co., FL



Meeting Date: March 21, 2023

Item #: 3

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of an Emergency Access Easement Agreement between Lake Lilly Professional Center Property Owners Association, Inc., Heller Bros. Groves, Lake Lilly Apartments, LLC, and the City of Ocoee. (Development Services Director Rumer)

Background Summary:

The Alibi at Lake Lilly is an apartment development located on the south side of Old Winter Garden Road and east of Maguire Rd. The development is proposing 410 luxury multi-family residential dwellings on approximately 16.56 acres. The development will consist of a mixture of 1 bedroom, 2 bedrooms, and 3 bedroom apartments and townhomes. The project will have two (2) access points. The main access/entrance will be off of Old Winter Garden Rd, and the second access point will be off of Professional Center Blvd. An additional emergency access road will be provided from S. Bluford Ave. cul-de-sac located on the south side of Old Winter Garden Rd. The emergency access will require an easement agreement with the City.

Issue:

Should the Honorable Mayor and City Commissioners approve an Agreement for Emergency Access for the City to access the Lake Lilly Apartments through property under the ownership of Lake Lilly Professional Center Property Owners Association?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve an Agreement for Emergency Access for the City to access the Lake Lilly Apartments through property under the ownership of Lake Lilly Professional Center Property Owners Association.

Attachments:

1. Emergency Access Easement Agreement
2. Emergency Access Overall Site Plan
3. Site Plan

Financial Impacts:

None

Type of Item: Consent

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

PREPARED BY:

Paul E. Rosenthal, Esq.
2605 Norfolk Road
Orlando, FL 32803
(407) 758-3301

RETURN TO:

Melanie Sibbitt, City Clerk
CITY OF OCOEE
150 N. Lakeshore Drive
Ocoee, FL 34761
(407) 905-3100

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS EMERGENCY ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2023, by and between **LAKE LILLY PROFESSIONAL CENTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is P.O. Box 770249 Winter Garden, FL 34777-0249 (the “**Association**”), **HELLER BROS. GROVES**, a Florida general partnership, whose mailing address is P.O. Box 770249, Winter Garden, FL 34777-0249 (“**HBG**”) and **LAKE LILLY APARTMENTS, LLC**, a Delaware limited liability company, whose mailing address is c/o Fore Property Company, 1741 Village Center Circle, Las Vegas, NV 89134 (“**LLA**”) (the Association, HBG and LLA being collectively referred to herein as the “**Grantors**”), and the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the “**City**”) (Grantors and City are sometimes together referred to herein as the “**parties**”, and separately as the “**party**”).

WITNESSETH:

WHEREAS, the Association is the owner of the following real property located in Orange County, Florida: Tract A of the Plat of West End Professional Park, Unit 1 according to the plat thereof as recorded in Plat Book 34, Page 139 of the Public Records of Orange County, Florida (the “**Association Property**”); and

WHEREAS, HBG is the owner of the following real property located in Orange County, Florida: Lots 2, 3, 4 and 5 of the Plat of Lake Lilly Professional Center according to the plat thereof as recorded in Plat Book 104, Page 30 of the Public Records of Orange County, Florida (the “**HBG Property**”) which is adjacent to the Association Property and South Bluford Avenue; and

WHEREAS, LLA is the owner of that certain real property located in Orange County, Florida, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “**LLA Property**”); and

WHEREAS, the Association Property, the HBG Property and the LLA Property are subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions of Lake Lilly Professional Center (f/k/a West End Professional Park) recorded on July 20, 1995 in Official Records Book 4918, Page 4879, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Lake Lilly Professional Center (f/k/a West End Professional Park) recorded on July 6, 2006 in Official Records Book 8737, Page 488, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Lake Lilly Center Professional Park (f/k/a West End Professional Park) recorded on October 27, 2020 as Document Number 20200561556, and as further amended by that certain Third Amendment thereto recorded on December 9, 2021 under Document #20210753418, all of the Public Records of Orange County, Florida (collectively, the “**Declaration**”); and

WHEREAS, LLA is developing an apartment project on the LLA Property (the “**Apartment Project**”); and

WHEREAS, in connection with the development of the Apartment Project and the approval by the City of the site plan with respect thereto, the City has required that LLA provide the City with an emergency access to the Apartment Project in order for the City to have emergency access to the LLA Property from South Bluford Avenue; and

WHEREAS, subject to the terms, conditions and limitations set forth herein, HBG as the owner of the HBG Property and the Association as the owner of the Association Property have agreed to grant to the City a non-exclusive emergency access easement over, upon, across and through the Easement Area (as defined below), and LLA has agreed to construct, maintain and repair the Easement Area, all as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Grant of Emergency Access Easement.** Subject to the terms, conditions and limitations set forth herein, (i) the Association hereby grants and conveys to the City, its successors and assigns, a perpetual non-exclusive access easement on, over, upon, across and through that certain portion of the Association Property as described in **Exhibit “B”** attached hereto and by this reference made a part hereof (the “**Association Emergency Access Easement Area**”), and (ii) HBG hereby grants and conveys to the City, its successors and assigns, a perpetual non-exclusive access easement on, over, upon, across and through that certain portion of the HBG Property as described in **Exhibit “C”** attached hereto and by this reference made a part hereof (the “**HBG**

Emergency Access Easement Area”) (the Association Emergency Access Easement Area and the HBG Emergency Access Easement Area being collectively referred to herein as the “**Easement**” or “**Easement Area**”).

3. **Use of Easement Area.** The Easement herein granted shall be for the use of the City and its agents and employees and for the benefit of emergency, fire and law enforcement vehicles and personnel, for the sole purpose of providing emergency access to the LLA Property.

4. **Improvement, Maintenance and Repair of Easement Area.** LLA agrees, at LLA’s sole cost and expense, to (i) construct the Easement Area and its connection to South Bluford Avenue in accordance with plans approved by the City, (ii) to obtain all permits and approvals which may be required in connection with the foregoing, and (iii) to maintain and repair the Easement Area and all improvements constructed or installed by or on behalf of LLA and located on or in the Easement Area for the purposes set forth herein; provided however, that HBG and the Association, respectively, shall bear the cost of any such maintenance or repair that is necessitated by the acts or omissions of HBG and/or the Association, and their respective partners, members, officers, managers, directors, agents, or employees and as provided in Section 5(b) below.

5. **Relocation of HBG Emergency Access Easement Area.**

(a) HBG shall have the right to relocate all or any portion of the HBG Emergency Access Easement Area to another portion of the HBG Property so long as such relocated HBG Emergency Access Easement Area connects to (x) Old Winter Garden Road or South Bluford Avenue, and (y) the Association Emergency Access Easement Area; provided, however, that any such relocation of the HBG Emergency Access Easement Area shall be subject to the approval of the City, not to be unreasonably withheld or delayed. Such relocated HBG Emergency Access Easement Area may be shown on a site plan for all or portion of the HBG Property and may be included within drive aisles and parking lots shown on any such site plan or otherwise incorporated into any such site plan. In connection therewith, (i) HBG shall prepare a legal description and sketch of description of such relocated HBG Emergency Access Easement Area for review and approval of the City, (ii) HBG shall, at the expense of HBG or its designee, construct such improvements as may be required by the City in connection with the relocation of the portion of the Easement on the HBG Property; and (iii) HBG and the City shall execute an amendment to this Agreement (the “**Easement Amendment**”) which substitutes and replaces the legal description of the HBG Emergency Access Easement Area with such relocated HBG Emergency Access Easement Area and upon recording of the Easement Amendment executed by HBG and the City, all references herein to the HBG Emergency Access Easement Area shall thereafter refer to such relocated HBG Emergency Access Easement Area. HBG agrees to communicate with and receive input from LLA regarding the proposed relocated HBG Emergency Access Easement Area prior to finalizing the same; provided, however, that neither HBG or the City shall be required to modify the location of any proposed relocated HBG Emergency Access Easement Area based on such input. The approval of the Association and/or LLA shall not be required in connection with any such relocation of the HBG Emergency Access Easement Area or any amendment to this Agreement as it relates to thereto.

(b) If the HBG Emergency Access Easement Area is relocated as aforesaid in Section 5(a) above, then upon completion of the improvements associated with such relocation of the HBG Emergency Access Easement Area, HBG (or the then current owner of the HBG Property on which the HBG Emergency Access Easement Area is located) shall thereafter be responsible for the maintenance and repair of such relocated HBG Emergency Access Easement Area and all improvements located on or in such relocated HBG Emergency Access Easement Area for the purposes set forth herein, and, notwithstanding Section 4 above, LLA shall have no further obligation to maintain or repair the HBG Emergency Access Easement Area or any improvements located on or in the HBG Emergency Access Easement Area.

6. **Reservation of Rights.** The Association and HBG reserve to themselves, and their respective successors, assigns, employees, agent, contractors, tenants, invitees and licensees, the non-exclusive right to use, pass and repass over and upon the Easement Area. The Association and HBG, and their respective successors and assigns, further reserve the right to grant other non-exclusive easements with respect to all or a portion of the Association Property and HBG Property, respectively, which are not in conflict with the rights granted hereunder. The City shall exercise its rights under this Agreement with due regard to the rights reserved by the Association and HBG.

7. **Enforcement.** In the event the party responsible for the maintenance and repair of the emergency access and the Easement Areas fails to do so after notice from the City, then in such event each of the City, the Association, HBG, and, only in the event Section 5(b) controls, LLA shall have the right, but not the obligation, to maintain and repair the emergency access and the Easement Areas. To the extent that any of the City, the Association, HBG, or LLA undertake such action they shall be entitled to reimbursement from the responsible party. The maintenance and repair obligations set forth herein and the foregoing reimbursement obligations may be enforced by the Association, the City, HBG, or LLA in the same manner in which obligations with respect to Common Areas are enforced under the terms of the Declaration.

8. **Further Assurances.** The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder.

9. **Covenants Running with the Land.** This Agreement shall be binding upon and inure to the benefit of each party and each party's respective successors and assigns. This Agreement and the easements, rights, benefits and obligations of the parties under this Agreement shall run with, benefit and bind, as applicable, the titles to the HBG Property, the Association Property, and the LLA Property.

10. **No Third Party Beneficiaries.** Except as otherwise expressly stated herein, this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Agreement.

11. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any reason whatsoever.

12. **Entire Agreement.** This Agreement and such other agreements as may be entered into by two or more of the parties of even date herewith contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein.

13. **Amendments.** Except as set forth in Section 5 hereof, this Agreement may be amended or modified only by a writing signed by all the parties hereto or their express assigns, which must be duly recorded in the Public Records of Orange County, Florida.

14. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereto, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. **Execution in Counterparts.** This Agreement may be executed by the parties in multiple counterparts, which when taken together shall have the full force and effect of a fully executed agreement between the parties.

17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Orange County, Florida.

[Signatures are on the following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

ASSOCIATION:

LAKE LILLY PROFESSIONAL CENTER
PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Print Name: Zachary Heller

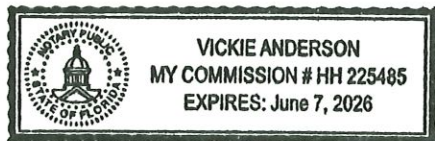
Print Name: Alex Heller

By: Harry Falk

Harry Falk, Vice-President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of February, 2023, by HARRY FALK, as Vice-President of LAKE LILLY PROFESSIONAL CENTER PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He ☒ is personally known to me, or ☐ has produced _____ (type of identification) as identification.



Notary Signature: Vickie Anderson
Print Name: Vickie Anderson
Notary Public, State of Florida
Commission Number: HH225485
My Commission Expires: June 7, 2026

[Affix Notary Stamp or Seal]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

HBG:

HELLER BROS. GROVES,
a Florida general partnership

By: **HELLER BROS. PACKING CORP.,**
a Florida corporation,
Managing General Partner

By: [Signature]
Harry Falk, Vice-President

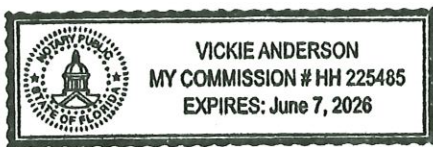
Print Name: Zachary Heller

Print Name: Alex Heller

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of February, 2023, by **HARRY FALK**, as Vice-President of **HELLER BROS. PACKING CORP.**, a Florida corporation, as Managing General Partner of **HELLER BROS. GROVES**, a Florida general partnership, on behalf of said general partnership and corporation. He ☒ is personally known to me, or ☐ has produced _____ (type of identification) as identification.



AFFIX NOTARY STAMP

Vickie Anderson
Signature of Notary Public

(Print Notary Name) Vickie Anderson

My Commission Expires: June 7, 2026

Commission No.: HH 225485

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

LLA:

LAKE LILLY APARTMENTS, LLC,
a Delaware limited liability company


Print Name: Jacob Ouff

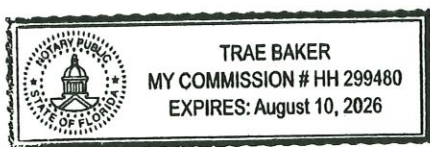

Print Name: Rose Marie Aldred

By: 
Christopher L. New
Authorized Signatory

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence (X) or online notarization () this 21st day of February, 2023, by Christopher L. New, as an Authorized Signatory of LAKE LILLY APARTMENTS, LLC, a Delaware limited liability company, on behalf of said company. He ☒ is personally known to me or [] has produced N/A as identification.




(Signature of Notary Public)

Trae Baker
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: HH 299480
My Commission Expires: August 10, 2026

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY:

Signed, sealed and delivered
in the presence of:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Print Name: _____

Attest: _____
Melanie Sibbitt, City Clerk

Print Name: _____

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. Approved as to form and legality this _____ day of _____, 2023.

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____ UNDER AGENDA ITEM NO. _____.

Shuffield, Lowman & Wilson, P.A.

By: _____
City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA** and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____.

Signature of Notary Public

(Print Notary Name)_____

AFFIX NOTARY STAMP

My Commission Expires:_____

Commission No.:_____

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that it is the holder of a Mortgage, Security Agreement and Fixture filing, recorded on February 14, 2022 as Official Records Document No. 20220101554, Assignment of Rents, Leases and Profits, recorded on February 14, 2022, as Official Records Document No. 20220101555 and UCC-1 Financing Statement, recorded on February 14, 2022, as Official Records Document No. 20220101556, all of the Public Records of Orange County, Florida, upon the property described in the foregoing Agreement; and that the undersigned joins in and consents to all of the conditions and terms of the foregoing Agreement. Further, the undersigned agrees that its mortgage, lien or other encumbrance, as it has been, and as it may be, modified, amended, and assigned from time to time, shall be subordinated to the Agreement.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature Philip Henriquez

Print/Type Name
Lisa Dominguez

Signature Lisa Dominguez
Print/Type Name

PNC BANK, National Association

[Signature]
Signature Jeremy Anderson

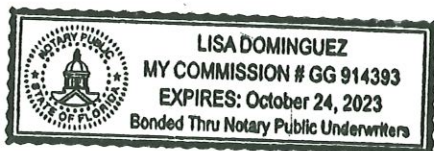
Print/Type Name
SVP

Title

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of January, 2023, by Jeremy Anderson as Senior Vice President of PNC Bank, National Association, on behalf of said entity. He/She ☒ is personally known to me, or ☐ has produced _____ (type of identification) as identification.

January, 2023. **WITNESS** my hand and official seal in the County and State last aforesaid this 26th day of



[Signature]
Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

EXHIBIT "A"
LLA PROPERTY

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE ALONG THE NORTH BOUNDARY OF SAID SOUTH 1/2, SOUTH 89°42'11" WEST, 1538.30 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°17'49" EAST, 70.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD WINTER GARDEN ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00°21'25" EAST, 194.99 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT "A", WEST END PROFESSIONAL PARK UNIT ONE, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 139 THROUGH 141, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE NORTH, WEST AND SOUTH BOUNDARIES OF SAID TRACT "A" THE FOLLOWING FIVE (5) COURSES: (1) NORTH 88°27'48" WEST, 329.06 FEET; (2) SOUTH 00°26'37" EAST, 425.40 FEET; (3) SOUTH 50°49'49" EAST, 170.00 FEET; (4) SOUTH 81°38'10" EAST, 642.39 FEET; (5) SOUTH 81°20'27" EAST, 200.17 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT "B", WEST END PROFESSIONAL PARK UNIT ONE, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 139 THROUGH 141, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG SAID WEST BOUNDARY, SOUTH 00°44'33" WEST, 85.00 FEET; THENCE DEPARTING SAID WEST BOUNDARY, SOUTH 39°54'05" WEST, 420.10 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY; THENCE 144.55 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 118°18'59", A CHORD WHICH BEARS SOUTH 17°09'31" WEST, A CHORD DISTANCE OF 120.20 FEET TO A POINT; THENCE SOUTH 76°57'29" WEST, 35.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA TURNPIKE, SAID POINT LYING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND 1133.09 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 4795.60 FEET, A CENTRAL ANGLE OF 13°32'16", A CHORD WHICH BEARS NORTH 56°36'51" WEST, A CHORD DISTANCE OF 1130.46 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 00°34'18" WEST, 503.22 FEET; THENCE SOUTH 89°37'26" WEST, 155.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PROFESSIONAL CENTER BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 00°22'34" WEST, 194.00 FEET; THENCE NORTH 44°36'29" EAST, 70.77 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF OLD WINTER GARDEN ROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 89°42'11" EAST, 289.34 FEET; (2) SOUTH 45°18'32" EAST, 70.65 FEET; (3) NORTH 89°40'56" EAST, 60.23 FEET; (4) NORTH 44°44'33" EAST, 70.65 FEET; (5) NORTH 89°42'11" EAST, 306.20 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

ASSOCIATION EMERGENCY ACCESS EASEMENT AREA

(See attached Sketch of Description and Legal Description)

LEGAL DESCRIPTION
EMERGENCY ACCESS EASEMENT

LEGAL DESCRIPTION:

A PORTION OF TRACT "A" (STORMWATER MANAGEMENT AREA DRAINAGE EASEMENT), WEST END PROFESSIONAL PARK, UNIT 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 139, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA LYING WITHIN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 3, ALSO BEING THE SOUTHEAST CORNER OF LOT 4, LAKE LILLY PROFESSIONAL CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104, PAGE 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 76°15'53" EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 3 ALSO BEING THE NORTHERLY LINE OF SAID TRACT "A", A DISTANCE OF 2.13 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTH BOUNDARY LINE OF SAID LOT 3, SOUTH 42°12'51" EAST A DISTANCE OF 13.30 FEET; THENCE, SOUTH 47°47'09" WEST, A DISTANCE OF 36.44 FEET; THENCE NORTH 43°08'15" WEST, A DISTANCE OF 13.08 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 127.41 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°43'16" FOR AN ARC LENGTH OF 39.41 FEET AND A CHORD BEARING OF SOUTH 59°51'13" WEST; THENCE SOUTH 67°49'49" WEST, A DISTANCE OF 23.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 736.84 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°16'16" FOR AN ARC LENGTH OF 42.07 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 281.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°46'51" FOR AN ARC LENGTH OF 77.40 FEET; THENCE SOUTH 44°40'28" EAST A DISTANCE OF 16.30 FEET; THENCE SOUTH 45°19'32" WEST A DISTANCE OF 26.00 FEET; THENCE NORTH 44°40'28" WEST A DISTANCE OF 16.31 FEET; THENCE SOUTH 43°02'33" WEST A DISTANCE OF 318.55 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF AFORESAID TRACT "A"; THENCE NORTH 81°20'27" WEST ALONG SAID SOUTHERLY BOUNDARY FOR A DISTANCE OF 53.87 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 224.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°33'59" FOR AN ARC LENGTH OF 29.58 FEET AND A CHORD BEARING OF NORTH 38°35'15" EAST; THENCE NORTH 43°02'13" EAST A DISTANCE OF 159.66 FEET; THENCE NORTH 43°02'33" EAST A DISTANCE OF 156.55 FEET; THENCE NORTH 44°40'28" WEST A DISTANCE OF 16.88 FEET; THENCE NORTH 45°19'32" EAST A DISTANCE OF 36.00 FEET; THENCE SOUTH 44°40'28" EAST A DISTANCE OF 16.92 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 324.01 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE A CENTRAL ANGLE OF 1°36'30" FOR AN ARC LENGTH OF 9.09 FEET AND A CHORD BEARING OF NORTH 49°19'14" EAST; THENCE NORTH 34°26'48" WEST FOR A DISTANCE OF 63.00 FEET; THENCE NORTH 58°11'21" EAST FOR A DISTANCE OF 11.64 FEET; THENCE SOUTH 34°26'48" EAST FOR A DISTANCE OF 61.57 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 324.01 FEET; THENCE RUN ALONG A CHORD BEARING OF NORTH 52°27'37" EAST THROUGH A CENTRAL ANGLE OF 00°32'52" FOR AN ARC LENGTH OF 3.10 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE WITH A RADIUS OF 307.44 FEET; THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°35'40" AND AN ARC LENGTH OF 83.68 FEET; THENCE NORTH 67°31'30" EAST FOR A DISTANCE OF 36.90 FEET; THENCE NORTH 22°28'30" WEST FOR A DISTANCE OF 12.25 FEET; THENCE NORTH 59°06'24" EAST A DISTANCE OF 24.80 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 4 OF LAKE LILLY PROFESSIONAL CENTER ALSO BEING THE NORTHERLY LINE OF AFORESAID TRACT "A"; THENCE SOUTH 76°15'53" EAST ALONG SAID BOUNDARY LINE FOR A DISTANCE OF 75.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 29,127 SQUARE FEET OR 0.669 ACRES, MORE OR LESS.

SHEET 1 OF 4
SEE SHEET 2 FOR SURVEYOR'S NOTES AND LEGEND
SEE SHEET 3 FOR SKETCH
SEE SHEET 4 FOR LINE AND CURVE TABLES

LAKE LILLY - OCOEE PROJECT		SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.		 Digitally signed by Sherry Manor Date: 2023.01.31 12:08:44 -05'00'	 L & S Diversified Professional Surveyors and Mappers 489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407.681.3836 FAX 407.681.6541 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE # 1807208
PROJECT No.	210053	DRAWN DATE	2023.01.13		
SURVEY BY	N/A	REVIEWED BY	SM		
SURVEY DATE	N/A	APPROVED BY	SM		
DRAWN BY	BS	CLIENT FILE No.	N/A		
No.	DATE	BY	DESCRIPTION	SHERRY L. MANOR, PSM - LS# 7829 THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.	

LEGAL DESCRIPTION
EMERGENCY ACCESS EASEMENT

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE THE LIMITS OF A PERMANENT ACCESS EASEMENT.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST BEING SOUTH 89°42'11" WEST.

SYMBOLS AND ABBREVIATION LEGEND:

N	=	NORTH	PB = PLAT BOOK
E	=	EAST	PG(S) = PAGE (PAGES)
S	=	SOUTH	AVE. = AVENUE
W	=	WEST	ORB. = OFFICIAL RECORDS BOOK

CERTIFICATIONS:

TO: LAKE LILLY PROFESSIONAL CENTER
PROPERTY OWNER'S ASSOCIATION, INC.;
LAKE LILLY APARTMENTS, LLC;
HELLER BROS GROVES.
CITY OF OCOEE

SHEET 2 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 3 FOR SKETCH
SEE SHEET 4 FOR LINE AND CURVE TABLES

LAKE LILLY - OCOEE PROJECT

PROJECT No.	210053	DRAWN DATE	2023.01.13
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
DRAWN BY	BS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.



Digitally
signed by
Sherry Manor
Date:
2023.01.31
12:09:14
-05'00'

SHERRY L. MANOR, PSM - LS# 7829

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE
SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.



**L & S
Diversified**

Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER Page 53 of 146

SKETCH OF DESCRIPTION

EMERGENCY ACCESS EASEMENT

HELLER BROS GROVES
PARCEL NO.
29-22-28-4571-04-000
LOT 4
LAKE LILLY PROFESSIONAL
CENTER SUBDIVISION
PLAT BOOK 104, PAGES 30-32

HELLER BROS GROVES
PARCEL NO.
29-22-28-4571-03-000

LOT 3
LAKE LILLY PROFESSIONAL
CENTER SUBDIVISION
PLAT BOOK 104, PAGES 30-32

POINT OF COMMENCEMENT
SW CORNER OF LOT 3
ALSO SE CORNER LOT 4
PER PB. 104, PG'S. 30-32

S76°15'53"E
2.13'

POINT OF BEGINNING

SOUTH BOUNDARY OF LOT 4 /
NORTHERLY LINE OF TRACT "A"

N45°19'32"E 36.00'

WEST END PROFESSIONAL PARK PROPERTY
OWNERS ASSOCIATION INC
PARCEL NO. 29-22-28-9169-00-001

TRACT "A"
STORMWATER MANAGEMENT AREA
DRAINAGE EASEMENT
WEST END PROFESSIONAL PARK UNIT 1
PLAT BOOK 34, PAGES 139-141

WEST END PROFESSIONAL PARK PROPERTY
OWNERS ASSOCIATION INC
PARCEL NO. 29-22-28-9169-00-002

TRACT "B"
CONSERVATION AREA
DRAINAGE EASEMENT
WEST END PROFESSIONAL PARK UNIT 1
PLAT BOOK 34, PAGES 139-141

LAKE LILLY APARTMENTS LLC
PARCEL NO.
29-22-28-0000-00-007

SOUTHERLY BOUNDARY
OF TRACT "A"



SHEET 3 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SURVEYOR'S NOTES AND LEGEND
SEE SHEET 4 FOR LINE AND CURVE TABLES

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND
BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE
STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA
ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF
THE FLORIDA STATUTES.

Digitally
signed by
Sherry Manor
Date:
2023.01.31
12:11:26
-05'00'



SHERRY L. MANOR, PSM - LS# 7829

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE
SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200 Feet

LAKE LILLY - OCOEE PROJECT

PROJECT No.	210053	DRAWN DATE	2023.01.13
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
DRAWN BY	BS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION



L & S
Diversified

Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LINE AND CURVE TABLES

EMERGENCY ACCESS EASEMENT

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S42°12'51"E	13.30'
L2	S47°47'09"W	36.44'
L3	N43°08'15"W	13.08'
L4	S67°49'49"W	23.93'
L5	S44°40'28"E	16.30'
L6	S45°19'32"W	26.00'
L7	N44°40'28"W	16.31'
L8	S43°02'33"W	318.55'
L9	N81°20'27"W	53.87'
L10	N43°02'13"E	159.66'
L11	N43°02'33"E	156.55'
L12	N44°40'28"W	16.88'
L13	S44°40'28"E	16.92'
L14	N34°26'48"W	63.00'
L15	N58°11'21"E	11.64'
L16	S34°26'48"E	61.57'
L17	N67°31'30"E	36.90'
L18	N22°28'30"W	12.25'
L19	N59°06'24"E	24.80'
L20	S76°15'53"E	75.55'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C1	127.41	39.41	017°43'16"	39.25	S59°51'13"W
C2	736.84	42.07	003°16'16"	42.06	S66°43'42"W
C3	281.00	77.40	015°46'51"	77.15	S55°52'04"W
C4	224.00	29.58	007°33'59"	29.56	N38°35'15"E
C5	324.01	9.09	001°36'30"	9.09	N49°19'14"E
C6	324.01	3.10	000°32'52"	3.10	N52°27'37"E
C7	307.44	83.68	015°35'40"	83.42	N60°07'50"E

SHEET 4 OF 4

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 2 FOR SURVEYOR'S NOTES AND LEGEND

SEE SHEET 3 FOR SKETCH

LAKE LILLY - OCOEE PROJECT

PROJECT No.	210053	DRAWN DATE	2023.01.13
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
DRAWN BY	BS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.



Digitally
signed by
Sherry Manor
Date:
2023.01.31
12:11:44
-05'00'

SHERRY L. MANOR, PSM - LS# 7829

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.



L & S
Diversified
Professional Surveyors and Mappers

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PROFESSIONAL SURVEYOR & MAPPER Page 55 of 146

EXHIBIT "C"

HBG EMERGENCY ACCESS EASEMENT AREA

(See attached Sketch of Description and Legal Description)

LEGAL DESCRIPTION
EMERGENCY ACCESS EASEMENT

LEGAL DESCRIPTION:

A PORTION OF LOTS 3 & 4, LAKE LILLY PROFESSIONAL CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 104, PAGES 30 – 32, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA LYING WITHIN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 4 ALSO BEING THE NORTHWEST CORNER OF LOT 3, LAKE LILLY PROFESSIONAL CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104, PAGE 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT OF BEGINNING BEING A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE RUN EASTERLY THROUGH A CENTRAL ANGLE OF 14°18'09" ALONG A CHORD BEARING OF NORTH 82°06'50" EAST FOR AN ARC LENGTH OF 14.98 FEET ALONG THE SOUTHERN RIGHT OF WAY LINE OF SOUTH BLUFORD AVENUE TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 15°23'33" ALONG A CHORD BEARING OF SOUTH 7°30'54" WEST FOR AN ARC LENGTH OF 6.18 FEET; THENCE RUN SOUTH 00°10'53" EAST FOR A DISTANCE OF 128.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 114.00 FEET; THENCE RUN SOUTHWESTERLY ALONG A CHORD BEARING OF SOUTH 17°21'01" WEST FOR AN ARC LENGTH OF 69.76 FEET TO A POINT ON THE NORTHEAST BOUNDARY OF TRACT "A" OF WEST END PROFESSIONAL PARK UNIT 1 AS RECORDED IN PLAT BOOK 34, PAGES 139 – 141, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 76°15'53" WEST ALONG THE SAID NORTHEAST BOUNDARY LINE A DISTANCE OF 30.79 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 86.00 FEET; THENCE DEPARTING SAID NORTHEAST BOUNDARY RUN THROUGH A CENTRAL ANGLE OF 42°29'07" ALONG A CHORD BEARING OF NORTH 21°03'41" EAST FOR AN ARC LENGTH OF 63.77 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°10'53" WEST A DISTANCE OF 128.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE RUN NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 15°19'54" FOR AN ARC LENGTH OF 6.15 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY OF BLUFORD AVENUE ALSO BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AND SOUTH RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 14°18'09" FOR AN ARC DISTANCE OF 14.98 FEET AND A CHORD BEARING OF SOUTH 83°35'01" EAST TO THE AFORESAID POINT OF BEGINNING.

SAID PARCEL CONTAINING 5,604 SQUARE FEET OR 0.129 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE THE LIMITS OF A 28.00 FOOT PERMANENT ACCESS EASEMENT.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST BEING SOUTH 89°42'11" WEST.

SYMBOLS AND ABBREVIATION LEGEND:

N = NORTH
E = EAST
S = SOUTH
W = WEST

PB = PLAT BOOK
PG(S) = PAGE (PAGES)
AVE. = AVENUE
ORB. = OFFICIAL RECORDS BOOK

CERTIFICATIONS:

TO: LAKE LILLY PROFESSIONAL CENTER
PROPERTY OWNER'S ASSOCIATION, INC.;
LAKE LILLY APARTMENTS, LLC;
HELLER BROS GROVES.
CITY OF OCOEE

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

LAKE LILLY - OCOEE PROJECT		SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.			
PROJECT No.	210053	DRAWN DATE	2023.01.13	 Digitally signed by Sherry Manor Date: 2023.01.31 12:10:37 -05'00'	
SURVEY BY	N/A	REVIEWED BY	SM		
SURVEY DATE	N/A	APPROVED BY	SM		
DRAWN BY	BS	CLIENT FILE No.	N/A		
No.	DATE	BY	DESCRIPTION	SHERRY L. MANOR, PSM - LS# 7829 THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.	
				 L & S Diversified Professional Surveyors and Mappers 489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407.681.3836 FAX 407.681.6541 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BIRTH DATE 01/14/1966	

SKETCH OF DESCRIPTION

EMERGENCY ACCESS EASEMENT

OLD WINTER GARDEN ROAD
(ALSO KNOWN AS PROFESSIONAL PARKWAY)
PUBLIC RIGHT OF WAY (70' WIDE)
ASPHALT PAVED ROADWAY (WIDTH VARIES)
PER OFFICIAL RECORD BOOK 6423, PAGE 7285

HELLER BROS GROVES
PARCEL NO.
29-22-28-4571-05-000

LOT 5
LAKE LILLY PROFESSIONAL
CENTER SUBDIVISION
PLAT BOOK 104, PAGES 30-32

SOUTH BLUFORD AVE
(AKA BRUSHY CREEK COURT)
PUBLIC RIGHT OF WAY (WIDTH VARIES)
ASPHALT PAVED ROADWAY (WIDTH VARIES)
PLAT BOOK 104, PAGES 30-32

HELLER BROS GROVES
PARCEL NO.
29-22-28-4571-04-000

LOT 4
LAKE LILLY PROFESSIONAL
CENTER SUBDIVISION
PLAT BOOK 104, PAGES 30-32

WEST END PROFESSIONAL PARK PROPERTY
OWNERS ASSOCIATION INC
PARCEL NO. 29-22-28-9169-00-001

TRACT "A"
STORMWATER MANAGEMENT AREA
DRAINAGE EASEMENT
WEST END PROFESSIONAL PARK UNIT 1
PLAT BOOK 34, PAGES 139-141

HELLER BROS GROVES
PARCEL NO.
29-22-28-4571-02-000

LOT 2
LAKE LILLY PROFESSIONAL
CENTER SUBDIVISION
PLAT BOOK 104, PAGES 30-32

POINT OF BEGINNING
NORTHEAST CORNER OF LOT 4 AND
THE NORTHWEST CORNER OF LOT 3

R=60.00'
L=14.98'
 $\Delta=014^{\circ}18'09''$
C=14.94'
CD=N82^{\circ}06'50"E

SOUTH RIGHT OF WAY OF
SOUTH BLUFORD AVE.

R=23.00'
L=6.18'
 $\Delta=015^{\circ}23'33''$
C=6.16'
CD=S07^{\circ}30'54"W

HELLER BROS GROVES
PARCEL NO.
29-22-28-4571-03-000

LOT 3
LAKE LILLY PROFESSIONAL
CENTER SUBDIVISION
PLAT BOOK 104, PAGES 30-32

S00^{\circ}10'53"E 128.71'

R=114.00'
L=69.76'
 $\Delta=035^{\circ}03'48''$
C=68.68'
CD=S17^{\circ}21'01"W

SOUTH BOUNDARY OF LOT 3 /
NORTHEAST BOUNDARY OF TRACT "A"



SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND
BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE
STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA
ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF
THE FLORIDA STATUTES.

Digitally
signed by
Sherry Manor
Date:
2023.01.31
12:10:52
-05'00'



SHERRY L. MANOR, PSM - LS# 7829

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE
SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200
Feet



L & S
Diversified

Professional Surveyors and Mappers

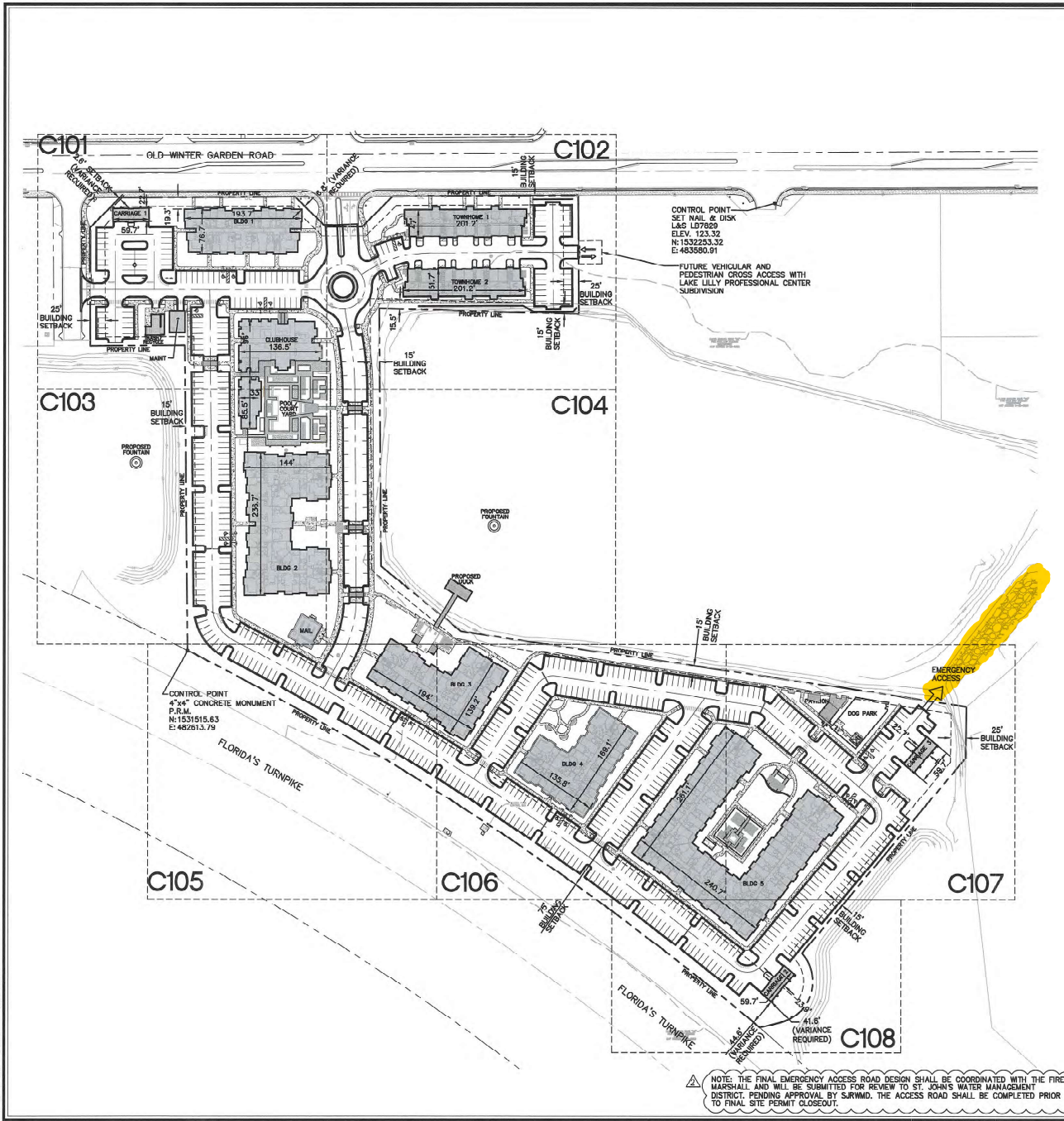
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER Page 58 of 146

LAKE LILLY - OCOEE PROJECT

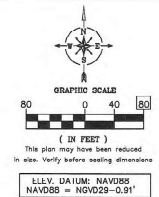
PROJECT No.	210053	DRAWN DATE	2023.01.13
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
DRAWN BY	BS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION



NOTE: THE FINAL EMERGENCY ACCESS ROAD DESIGN SHALL BE COORDINATED WITH THE FIRE MARSHALL AND WILL BE SUBMITTED FOR REVIEW TO ST. JOHN'S WATER MANAGEMENT DISTRICT. PENDING APPROVAL BY SURVINO, THE ACCESS ROAD SHALL BE COMPLETED PRIOR TO FINAL SITE PERMIT CLOSURE.

CITY OF OCOEE
 APPROVED FOR PERMITTING
 BY: MICHAEL W. HARRIS, JR.
 DEPUTY CITY ENGINEER
 DATE: JAN 01 2021



SITE DATA

1. LAND USE = LIGHT INDUSTRIAL (L)
2. ZONING = RESTRICTED MANUFACTURING & WAREHOUSE (R-1)
 (R-3 PERMITTED UNDER LAKE LILLY CENTER DEVELOPMENT AGREEMENT RECORDED DOCUMENT 20200053277)
3. LOT DEVELOPMENT CRITERIA (LAKE LILLY CENTER DEVELOPMENT AGREEMENT RECORDED DOCUMENT 20200053277)
 REQUIRED SETBACKS:
 OLD WINTER GARDEN ROAD = 15 FEET
 FLORIDA'S TURNPIKE = 75 FEET
 SIDE = 25 FEET (10 FEET FROM RETENTION AREAS - MEASURED FROM TOP OF BANK)
 INTENSITY/DENSITY:
 MAXIMUM DENSITY = 16 DU/ACRE (INCLUDING ACREAGE OF STORMWATER POND AND CONSERVATION FAS-MP-NI AROUND LAKE LILLY)
 BUILDING HEIGHT:
 MAXIMUM = 55.5' TO THE TOP OF THE LARGEST PARAPET
 UNIT SIZE/LIVING AREA:
 OVERALL WEIGHTED AVERAGE = GREATER THAN 650 SQFT WITH NO MORE THAN 15% OF THE UNITS HAVING LESS THAN 650 FEET OF LIVING AREA
 LOT STANDARDS:
 OPEN SPACE: 10% MINIMUM
4. SITE DEVELOPMENT STANDARDS: PARCEL AREA = 16.60 ACRES

UNIT TOTAL				
TOTALS	STUDIO	1 BED	2 BED	TOTAL
BUILDING 1 - 4 STORY	12	17	35	64
BUILDING 2 - 4 STORY	12	17	35	64
BUILDING 3 - 4 STORY	12	17	35	64
BUILDING 4 - 4 STORY	12	17	35	64
BUILDING 5 - 4 STORY	12	17	35	64
CARRIAGE C1 - 3 STORY	0	0	2	2
CARRIAGE C2 - 3 STORY	0	0	2	2
CARRIAGE C3 - 3 STORY	0	0	2	2
TOWNHOME 1 - 3 STORY	2	3	8	13
TOWNHOME 1 - 3 STORY	2	3	8	13
TOTAL UNITS	24	166	186	410

REQUIRED PARKING (PER DEVELOPMENT AGREEMENT)

410 UNITS X 1.7 SPACE/UNIT = 697 SPACES

PROVIDED PARKING		
TYPE	No.	PERCENTAGE
SURFACE (STANDARD)	628	87.4%
SURFACE (PARALLEL)	43	5.9%
SURFACE (HANDICAP)	16	2.2%
TOWNHOME GARAGE	20	2.6%
CARRIAGE GARAGE	12	1.7%
TOTAL SPACES PER UNIT	719	100.0%

SITE QUANTITIES

PHASE 1:	62,177 SF	1.80 AC.	PHASE 4:	70,042 SF	1.01 AC.
IMPERVIOUS:	40,655 SF	49.47%	IMPERVIOUS:	35,485 SF	45.02%
BUILDING:	19,291 SF	23.48%	BUILDING:	16,572 SF	23.56%
PERVIOUS:	22,331 SF	27.00%	PERVIOUS:	24,775 SF	31.42%
PHASE 2:	140,926 SF	3.24 AC.	PHASE 5:	92,555 SF	2.12 AC.
IMPERVIOUS:	75,460 SF	53.54%	IMPERVIOUS:	53,233 SF	57.51%
BUILDING:	27,616 SF	19.60%	BUILDING:	16,774 SF	18.13%
PERVIOUS:	37,850 SF	26.86%	PERVIOUS:	22,548 SF	24.36%
PHASE 3:	129,881 SF	2.98 AC.	PHASE 6:	198,982 SF	4.57 AC.
IMPERVIOUS:	60,928 SF	46.88%	IMPERVIOUS:	81,371 SF	40.90%
BUILDING:	28,306 SF	21.83%	BUILDING:	47,333 SF	23.79%
PERVIOUS:	40,447 SF	31.19%	PERVIOUS:	70,248 SF	35.31%

TOTAL: 723,133 SF
 IMPERVIOUS: 347,142 SF 48.01%
 BUILDING: 157,892 SF 21.83%
 PERVIOUS (OPEN SPACE): 218,099 SF 30.10%

SITE AMENITIES

REQUIRED: 5 PER CITY OF OCOEE L.D.C. SECTION 8.9	AMENITY	OUTDOOR AREA
PROVIDED: 9	CLUB HOUSE MEETING ROOM (500 S.F.)	0 S.F.
	CLUB HOUSE POOL	19,720 S.F.
	DOCK	710 S.F.
	BUILDING 2 COURTYARD	9,109 S.F.
	BUILDING 3 GAME/RECREATION AREA	8,650 S.F.
	BUILDING 4 OUTDOOR LOUNGE AREA	2,460 S.F.
	BUILDING 5 BARBEQUE/RECREATION AREA	19,650 S.F.
	DOG PARK	19,372 S.F.
	PAVILION/RECREATION AREA	3,846 S.F.
	TOTAL RECREATIONAL OUTSIDE AREA	67,337 S.F.

HARRIS
 Harris Civil Engineers, LLC
 1200 E. Hillcrest Street
 Suite 200
 Orlando, Florida 32803
 Phone: (407) 629-4777
 Fax: (407) 629-7888
 www.harriscivilengineers.com
 EB 9814

LAKE LILLY APARTMENTS

CITY OF OCOEE, FLORIDA

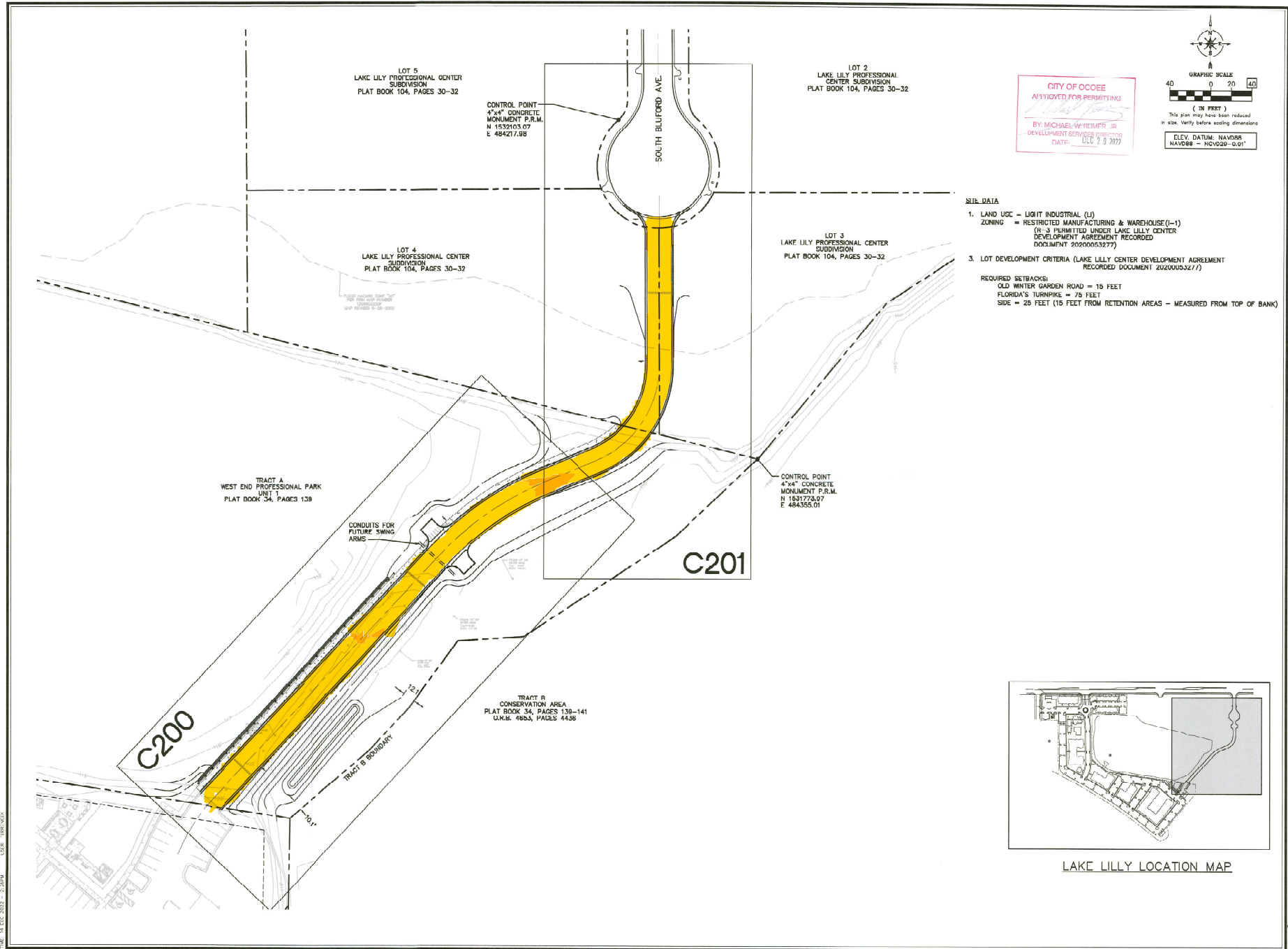
OVERALL SITE PLAN

Scale: AS NOTED
 Date: 1/01/2021
 Project No: 00283015

Design: CCB
 Drawn: TWK
 Checked: AA

C100

SCALE: 6" = 100' (AS SHOWN ON THE PLANS) (SEE PLAT BOOK 104, PAGES 30-32 FOR THE LAKESIDE DRIVE RIGHT-OF-WAY)



HARRIS
Harris Civil Engineers, LLC
1200 E. 1st Street
Suite 200
Ocala, Florida 33474
Phone: (407) 629-4777
Fax: (407) 629-7888
www.harrisengineers.com
FL 9814



**LAKE LILLY APARTMENTS
PRIVATE ACCESS DRIVE**
CITY OF OCOEE, FLORIDA

Revisions:
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

SITE PLAN
Scale: AS NOTED
Date: 04/22/2022
Project No.: 0028015
Design: CD
Drawn: TW
Checked: JA

Release:
CITY COMMENTS
12/15/2022

C100



Meeting Date: March 21, 2023

Item #: 4

Contact Name: Michael Rumer

Contact Number: Ext. 1018

Department Director: Michael Rumer

City Manager: Robert Frank

Subject: Approval of the Fifth Amendment to the Interlocal Agreement between the City of Ocoee and the School Board of Orange County regarding the Coca-Cola Property (Ocoee Crown Point PUD). (Development Service Director Rumer)

Background Summary:

The City and the School Board of Orange County entered into an Interlocal Agreement (ILA) related to the Coca-Cola property in 2000. Since that time, the ILA has been amended four times. In 2022, the City granted certain Temporary Construction and Access Easements to the School Board to allow construction of a roadway servicing the School Board's new technical school. In order to eliminate traffic flow constraints to allow development of the property under contract between the City and Wire Development, a redesign of the roadway is required to construct a roundabout within the access roadway. The proposed Fifth Amendment sets forth the terms for the payment by the City for the redesign and related construction costs. The redesign cost is \$21,533.42. The Fifth Amendment also provides that the City will pay for any increase in construction costs associated with the roundabout redesign plan.

Issue:

Should the Honorable Mayor and City Commissioners approve the Fifth Amendment to the Interlocal Agreement between the City of Ocoee and the School Board of Orange County regarding the Coca-Cola Property (Ocoee Crown Point PUD)?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Fifth Amendment to the Interlocal Agreement between the City of Ocoee and the School Board of Orange County regarding the Coca-Cola Property (Ocoee Crown Point PUD).

Attachments:

1. Fifth Amendment to Ocoee Crown Point PUD Interlocal Agreement

Financial Impacts:

\$21,533.42 for redesign costs, plus change orders related to associated construction costs.

Type of Item: Consent

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Scott A. Cookson, Esq.
Shuffield, Lowman & Wilson
1000 Legion Place, Suite 1700
Orlando, Florida 32801
(407)581-9800

**FIFTH AMENDMENT TO INTERLOCAL AGREEMENT
REGARDING COCA-COLA PROPERTY
(OCOEE CROWN POINT PUD)**

THIS FIFTH AMENDMENT TO INTERLOCAL AGREEMENT REGARDING COCA-COLA PROPERTY (this “**Fifth Amendment**”) is made this _____ day of _____, 2023 by the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 1 N. Bluford Avenue, Ocoee, Florida 34761 (the “**City**”) and **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate existing under the Constitution and laws of the State of Florida, whose mailing address is 445 Amelia Street, Orlando, Florida 32801 (the “**School Board**”) (the City and the School Board are sometimes collectively referred to herein as the “**Parties**”).

WITNESSETH:

WHEREAS, the City and the School Board entered into that certain Interlocal Agreement regarding the Coca-Cola property dated June 13, 2000 with respect to the acquisition and development of a PUD to be known as Ocoee Crown Point PUD, which was amended by that certain First Amendment thereto dated August 25, 2003, that certain Second Amendment thereto dated September 20, 2005, that certain Third Amendment thereto dated August 14, 2014, and that certain Fourth Amendment thereto dated July 1, 2016 (the Interlocal Agreement Regarding Coca-Cola Property and all Amendments thereto are collectively referred to herein as the “Interlocal Agreement”); and

WHEREAS, the City granted to the School Board certain Temporary Construction and Access Easements to facilitate the installation and construction of an access roadway for the School Board property (the “**Access Roadway**”), more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference; and

WHEREAS, the City has entered into that certain agreement with Wire Development (“Wire Development”) for the Sale and Purchase of property located within the Crown Point PUD (the “Wire Development Property”), more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference; and

WHEREAS, access to the southern section of the Wire Development Property is limited due to traffic flow constraints; and

WHEREAS, in order to facilitate traffic flow from the southern section of the Wire Development Property, additional property is needed for the Access Roadway; and

WHEREAS, the School Board has agreed to dedicate additional property for the Access Roadway (the “**Additional Property**”); and

WHEREAS, the design of the Access Roadway must be modified to incorporate the changes necessary to address the traffic flow constraints to the Wire Development Property with said design conforming substantially to the conceptual plan attached hereto as **Exhibit “C”** (the “**Roundabout Plan**”); and

WHEREAS, the City has agreed to pay the additional costs for the redesign and construction of the Roundabout Plan modification to the Access Roadway; and

WHEREAS, the Parties desire to enter into this Fifth Amendment to govern the rights and obligations of the Parties related to the Access Roadway; and

NOW, THEREFORE, in consideration of the promises and agreements herein contained, the Parties hereto agree as follows:

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

2. **Definitions.** All capitalized terms used herein shall be defined in the Interlocal Agreement unless otherwise indicated or defined in this Fifth Amendment.

3. **Dedication of Right of Way.** The School Board agrees to dedicate or convey such lands for the additional right-of-way for the Access Road in substantially the same location as reflected on **Exhibit “D”** attached hereto and incorporated herein by this reference.

4. **Redesign Costs.** The School Board agrees to engage Klima Weeks Engineering, Inc. to design, engineer, and permit the Roundabout Plan to provide the access required by the School Board and Wire Development (the “**Roundabout Plan Design**”) which shall be substantially similar to the Roundabout Plan. Klima Weeks Engineering, Inc. has provided a proposal for its engineering services which is attached hereto as **Exhibit “E”** in the total amount of \$21,533.42 (the “**Redesign Costs**”) The City hereby agrees to pay Redesign Costs to the School Board within fifteen (15) days of the Effective Date of this Fifth Amendment.

5. **Change Orders.** The School Board utilizes a Gross Maximum Price (“GMP”) construction method, and the current access roadway design was bid as part of the GMP. As such, any increase in cost associated with the Roundabout Plan Design is a direct result of same and the City shall be responsible for the full cost of the resulting change order. The School Board shall provide the Roundabout Plan Design to its contractor as a change order request. Upon receipt of the final change order, the School Board shall provide same to the City and the City shall fund said change order in full within thirty (30) days of receipt by wire transfer to the School Board.

6. **Ratification; Conflicts.** Except as modified by this Fifth Amendment, the Parties hereby ratify and confirm the continued validity and viability of all terms, conditions, and obligations set forth in the Declaration. In the event of any conflict or inconsistency between the terms of the Declaration, as

amended by the first and second amendment thereto, and this Fifth Amendment, the terms of this Fifth Amendment shall be construed to control and prevail. In the event of any conflict or inconsistency between the Land Use Plan and this Fifth Amendment, the terms of this Amendment shall be construed to control and prevail.

7. **Authority.** Each Party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Fifth Amendment; that all acts, approvals, procedures and similar matters required in order to authorize this Fifth Amendment have been taken, obtained or followed as the case may be; and that upon execution of this Fifth Amendment by both parties hereto and their successors in interest.

8. **Recordation of Fifth Amendment.** The Parties hereto agree that an executed original of this Fifth Amendment shall be recorded by the City in the Public Records of Orange County, Florida.

9. **Counterparts.** This Fifth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. **Effective Date.** This Fifth Amendment shall be effective upon the day it is executed by the last party to sign.

IN WITNESS WHEREOF, the City and the School Board, acting by and through their duly authorized officers, having caused this Fifth Amendment to be executed as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, Sealed and Delivered
In the Presence of:

Print Name: _____

Print Name: _____

CITY OF OCOEE, FLORIDA

By: _____

Rusty Johnson, Mayor

Date: _____

ATTEST:

By: _____

Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 2023.

By: _____

Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 2023
UNDER AGENDA ITEM NO. ____

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA** and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Signature of Notary

Name of Notary (Typed, Printed
or Stamped)

Commission Number (if not
legible on seal)

My Commission expires (if not
legible on seal): _____

Signed, Sealed and Delivered

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

“SELLER”

THE SCHOOL BOARD OF ORANGE

COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

By: _____

Teresa Jacobs, its Chair

Date: _____

“SELLER”

THE SCHOOL BOARD OF ORANGE

COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

By: _____

Maria F. Vazquez, Ed.D., as its
Superintendent

Date: _____

Reviewed and approved by Orange County
Public School's Acting Chief Facilities Officer

Approved as to form and legality by legal
counsel to The School Board of Orange
County, Florida, exclusively for its use and
reliance.

Rory Salimbene
Acting Chief Facilities Officer

Christopher J. Wilson, Esq.
Attorney

Date: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by **TERESA JACOBS** and **MARIA F. VAZQUEZ, Ed.D.**, personally known to me to the School Board Chair and Superintendent, respectively, of the **SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal)

EXHIBIT "A"

ACCESS ROADWAY

SKETCH AND LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THAT PORTION OF LAND, LYING IN SECTIONS 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE N 89° 44' 02" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6 A DISTANCE OF 1261.07 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N 00° 15' 58" W A DISTANCE OF 1336.04 FEET TO THE POINT OF BEGINNING, BEING A POINT ON A NORTHERLY BOUNDARY LINE OF LAND AS DEPICTED IN OFFICIAL RECORDS BOOK 10881, PG. 8146, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST AND SECTIONS 6 AND 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE, N 15° 51' 27" W ALONG THE EASTERLY BOUNDARY LINE OF SAID LAND A DISTANCE OF 51.98 FEET; THENCE, LEAVING SAID EASTERLY BOUNDARY LINE RUN S 89° 59' 56" E A DISTANCE OF 463.56 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OCOEE-APOPKA ROAD (ALSO KNOWN AS COUNTY ROAD 437); BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2351.83 FEET, A CHORD BEARING OF S 03° 27' 35" E AND A CHORD LENGTH OF 50.09 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 13' 13" FOR AN ARC LENGTH OF 50.09 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE RUN N 89° 59' 56" W A DISTANCE OF 452.38 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.530 ACRES MORE OR LESS.

LANDS SUBJECT TO RIGHTS-OF-WAYS, EASEMENTS OR RESTRICTIONS ON RECORD IF ANY.

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY.
2. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, AND/OR OTHER INSTRUMENTS OF RECORD.
4. REVISIONS DO NOT CONSTITUTE A RECERTIFICATION OF THE EXISTING FIELD CONDITIONS OF THIS SURVEY.
5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, AS BEING NORTH 89° 44' 02" EAST.
6. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS SURVEYOR.

SHEET 1 OF 2

THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED UNDER OUR DIRECTION IN JULY 7, 2020. I FURTHER CERTIFY THAT THIS THIS SKETCH AND DISRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027.

SKETCH AND LEGAL DESCRIPTION
NOT A SURVEY

Table Of Contents:

Sheet 1 of 2 - Legal description, Certification & Notes
Sheet 2 of 2 - Sketch



DRAWN BY:

LSA

CHECKED BY:

IH

REVISIONS:

SKETCH OF DESCRIPTION
JOB NUMBER: 06238-001-12

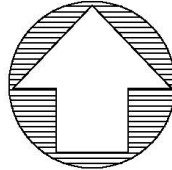
DATE:

IVAN R. HERNANDEZ, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 7016

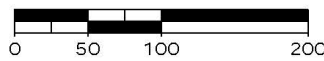
SKETCH AND LEGAL DESCRIPTION

ABBREVIATIONS:

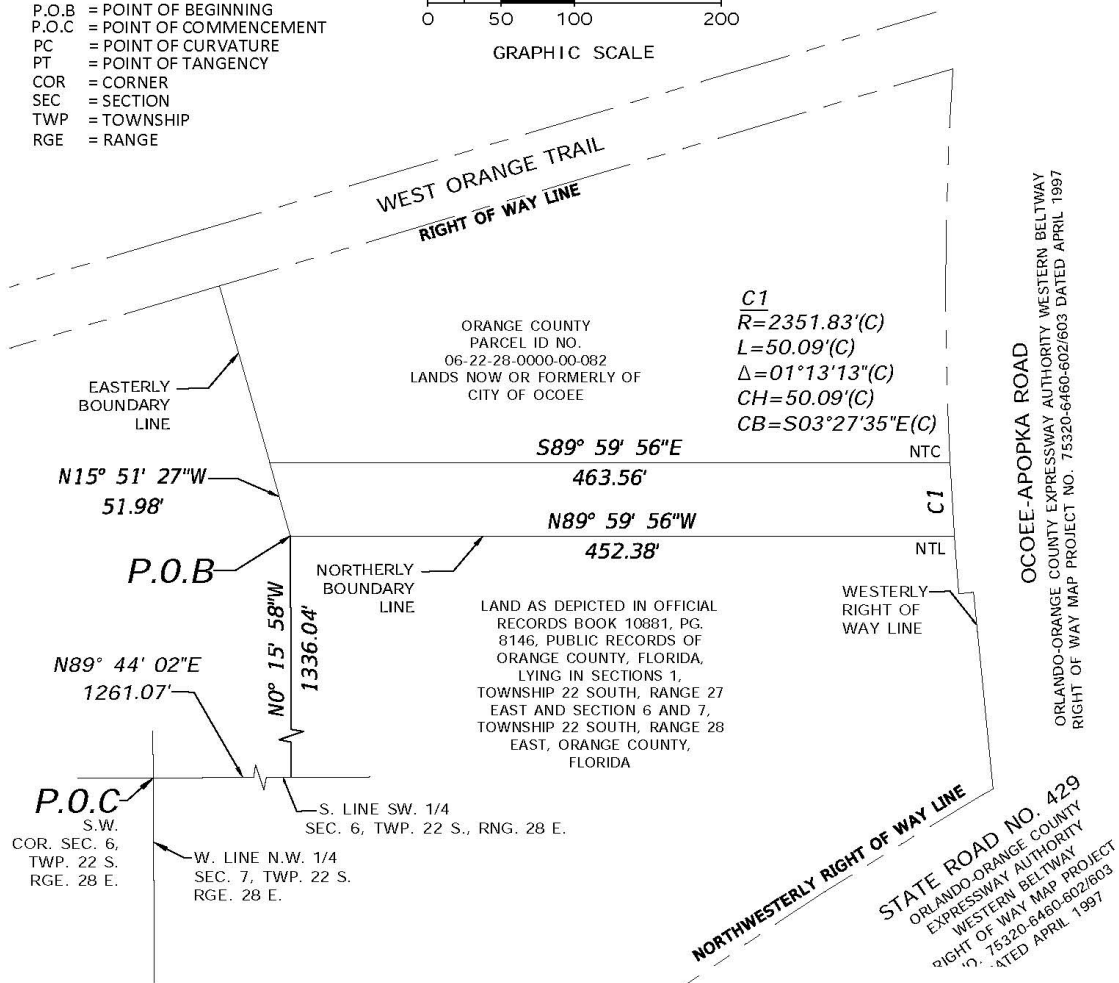
L = LENGTH
 R = RADIUS
 Δ = DELTA
 CH = CHORD
 CB = CHORD BEARING
 R/W = RIGHT OF WAY
 ORB = OFFICIAL RECORDS BOOK
 (D) = DEED
 (M) = MEASURED
 (C) = CALCULATED
 PG(S) = PAGE(S)
 NTL = NON-TANGENT LINE
 NTC = NON-TANGENT CURVE
 P.O.B = POINT OF BEGINNING
 P.O.C = POINT OF COMMENCEMENT
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 COR = CORNER
 SEC = SECTION
 TWP = TOWNSHIP
 RGE = RANGE



1" = 100'



GRAPHIC SCALE



1-855-222-T2UE | WWW.T2UE.COM

Table Of Contents:

Sheet 1 of 2 - Legal description, Certification & Notes
 Sheet 2 of 2 - Sketch

SKETCH AND LEGAL DESCRIPTION
 NOT A SURVEY

SKETCH OF DESCRIPTION
 JOB NUMBER: 06238-001-12

SCALE: 1"= 100'
 SHEET: 2 OF 2

EXHIBIT "B"

WIRE DEVELOPMENT PROPERTY

BEG AT SW COR OF SEC 6-22-28 RUN W 769.91 FT N 763.16 FT TO SELY R/W LINE OF W OF W ORANGE TRAIL N 44 DEG E 431.54 FT NELY 701.09 FT N 73 DEG E 844.41 FT SELY 357.24 FT N 84 DEG E 10.01 FT SELY 26.95 FT SWLY 1653.68 FT W 590.30 FT TO POB & BEG NW COR OF SAID SEC 07-22-28 RUN S 849 FT ALONG SEC LINE TH NELY 1040 FT TO N LINE OF SEC TH W 642 FT ALONG N LINE OF SEC TO POB & BEG SE COR OF SEC 01-22-27 RUN W ALONG SEC LINE 769.91 FT N 44 DEG E 1083.72 FT TH RUN S ALONG SEC LINE 763.16 FT TO POB & (LESS COMM AT SE CORNER OF SEC 1 TH N0-20-26W ALONG E LINE OF SE 1/4 OF SAID SEC 1 A DIST OF 80FT TO POB THN LEAVING SAID E LINE OF SE 1/4 OF SAID SEC 1 RUN S89-41-40W 373.85 FT TO POC OF CURVE CONCAVE RT HAV A RAD OF 500FT AND A CENT ANG OF 29-49-01 TH ALONG ARC OF SAID CURVE A DIST OF 260.2FT TO SELY R/W LINE OF W ORANGE TRL TH THE FOLLOWING COURSES AND DIST ALONG SAID SELY R/W LINE N44-55-56E 876.12 FT TH S0-20-26E 3.5FT TH N44-55-46E 431.54 FT TO POC OF CURVE CONCAVE RT HAV A RAD OF 1404.9 FT AND A CENT ANG OF 28-35-33 TH ALONG ARC OF SAID CURVE A DIST OF 701.09FT TO POT TH N73-31-19E 323.43FT TH LEAVING SAID SELY R/W LINE RUN S15-51-31E 176.73 FT TH N90E 452.38 FT TO WLY R/W LINE OF OCOEE-APOPKA RD BEING A PT ON A NON-TAN CURVE CONCAVE ELY HAV A RAD OF 2351.83FT A CENT ANG OF 0-57-20 AND A CH OR 39.22FT THAT BEARS S4-32-55E TH THE FOLLOWING COURSES AND DIST ALONG ARC OF SAID CURVE AND WLY R/W LINE A DIST OF 39.22FT TH N84-58-24E 10.01FT TO A PT ON A NON-TAN CURVE CONCAVE NELY HAV A RAD OF 2341.83FT A CENT ANG OF 00-39-34 AND A CH OF 26.95 FT TO POT TH S5041012E 107.55FT TO NWLY R/W LINE OF STATE RD 429 BEING A PT ON A NON-TAN CURVE CONCAVE SELY HAV A RAD OF 3064.79 FT A CENT ANG OF 30-54-55 AND A CH OF 1633.69FT THAT BEARS S44-24-26W TH LEAVING SAID WLY R/W LINE RUN ALONG ARC OF SAID CURVE AND NWLY R/W LINE A DIST OF 1653.68FT TO S LINE OF SW 1/4 OF SEC 6 TH LEAVING SAID NWLY R/W LINE RUN N89-43-59E ALONG S LINE OF SW1/4 OF SAID SEC 6 A DIST OF 74.27FT TO NWLY R/W LINE OF FULLERS CROSS ROAD BEING A PT ON A NON-TAN CURVE CONCAVE SELY HAV A RAD OF 317.9FT A CENT ANG OF 33-58-25 AND CH OF 185.75 FT THAT BEARS S53-9-34W TH LEAVING THE S LINE OF SW1/4 OF SAID SEC 6 RUN ALONG ARC OF SAID CURVE AND NWLY R/W LINE A DIST OF 188.5FT TO POT TH S36-10-30W ALONG NWLY R/W LINE 18.89FT TH LEAVING SAID NWLY R/W LINE 18.89FT TH LEAVING SAID NWLY R/W LINE RUN N43-27-32W 27.07FT TO POC OF A CURVE LT HAV A RAD OF 590FT AND A CENT ANG OF 46-50-49 TH ALONG ARC OF SAID CURVE A DIST OF 482.4FT TO POT TH S89-41-40W 55.21FT TO POB.)

EXHIBIT "C"
ROUNDBOUT PLAN

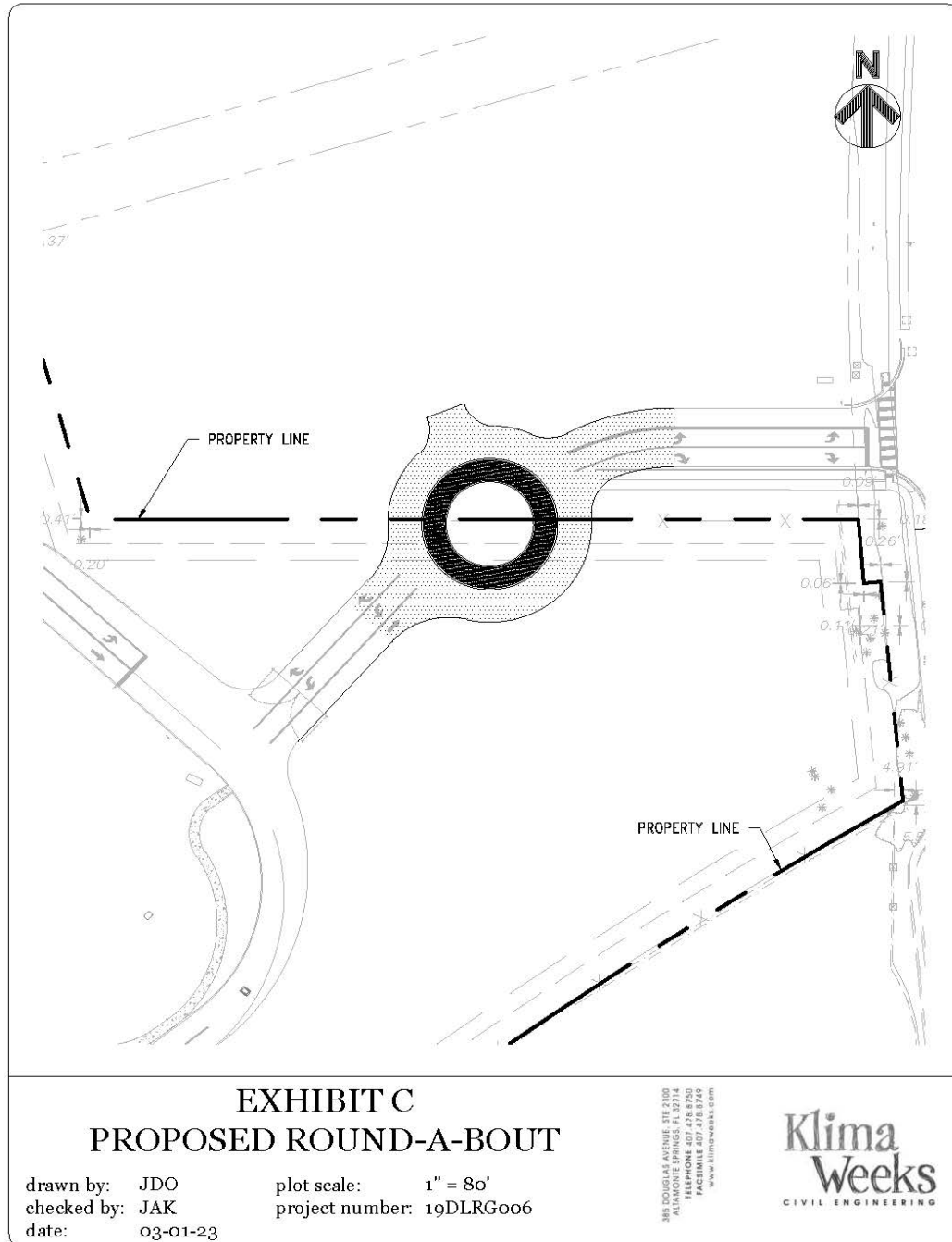


EXHIBIT "D"

ADDITIONAL RIGHT OF WAY PROPERTY

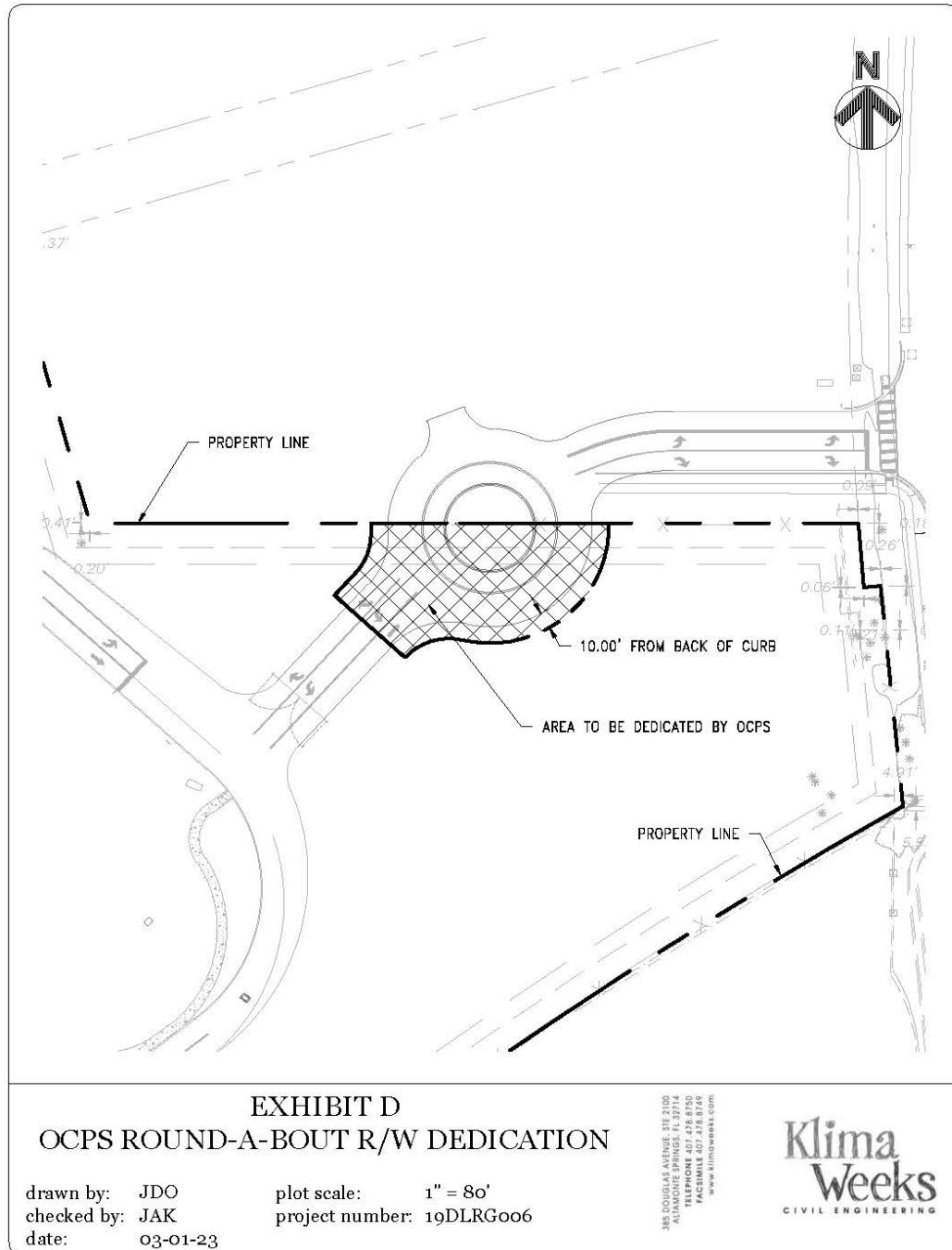


EXHIBIT "E"
REDESIGN COSTS



DLR Group Inc.
a Florida corporation
301 East Pine Street, Suite 900
Orlando, FL 32801

January 10, 2023

Tamara Cox
OCPS Facilities & Construction Contracting
6501 Magic Way, Portable 101B
Orlando, FL 32809

Re: C-0112: Site 73-T-W-7 Orange Technical College, Westside Campus Replacement Project
ADD SERVICE 7: Civil, Landscape and Irrigation Design for Round-about at Main Entrance

Dear Ms. Tamara Cox:

On behalf of DLR Group and our design team, I am pleased to offer this letter of proposal for additional civil, landscape and irrigation design along with architectural project management for OTC West.

SCOPE OF WORK UNDERSTANDING:

The project includes civil, landscape, irrigation and project management design services to design a new road round-about for the northern, main entrance to the OTC West site. The work will be in accordance with an agreement between OCPS, the City of Ocoee, and the developer of the property to the north of the school. The round-about design will provide access to the OTC project and the developer parcel. This is to be located on a combination of the OCPS-owned and developer-owned parcel with an entry from Ocoee-Apopka Road. Once designed and constructed, it is our understanding that the entry road and the round-about will be conveyed to the City of Ocoee as right-of-way. Scope of work includes:

- The round-about design is a modification to the previously designed entry. It extends over OCPS and Developer property.
- Modification of the currently designed stormwater conveyance inlets and piping within the round-about will be required
- Landscape and irrigation will be modified to enhance the Round-about.
- The Marquee Sign location will be modified as required.
- Coordination with the surveyor, for city convenience.
- Coordination with the developer's engineers
- Production of PR- proposal request documentation and permitting with applicable jurisdictions.

PROPOSED FEES:

Refer to the attached fee breakdowns for detailed hours and rates projected

TOTAL FOR ADDITIONAL SERVICES FEE	\$21,533.42
--	--------------------

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

January 10, 2023
Page 2

EXCLUSIONS:

The proposed fee does not cover the following items:

- Estimating (DLR Group will review Cost Estimates completed by the CM to ensure Owner's Requirements are met and included)
- Survey of site
- Environmental Assessments

SCHEDULE:

30% Schematic Design Phase	15 days
OCPS / Developer /City Review	10 days
PR Production- Construction Documents	15 days
Permitting- City of Ocoee and BCCO	30-45 days

The work will commence upon acceptance of this add service.

Upon agreement of the fees and services requested for the execution of this project, it is our understanding that OCPS will incorporate the above-described information into a Professional Services Agreement.

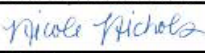
Sincerely,

DLR Group



Nicole Nichols, AIA
Practice Leader & Principal-in-Charge
Principal-in-Charge

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

		ARCHITECT-ENGINEER		School	Two Stage Contract No.	Completion in Weeks
		COST PROPOSAL		OTC @ Westside	Round-a-bout at Entry-Civil, Landscape, Mgmt	
A. DIRECT SALARY COSTS						
SPECIALTIES	JOB TITLES	MAN-HOURS	HOURLY RATE	OVER-HEAD MULTIPLIER	DOLLAR AMOUNT	SUB-TOTAL PER SPECIALTY
Architectural A.S7 - Round-a-bout at Entry	Project/Discipline Leader	2	\$265	incl in rate	530.00	
	LA Practice Leader	2	\$265	incl in rate	530.00	
	Senior Professional	12	\$205	incl in rate	2460.00	
	Professional(LA&ARCH)	24	\$145	incl in rate	3480.00	
	Professional Support	2	\$115	incl in rate	230.00	
	Technical	2	\$90	incl in rate	180.00	
					0.00	\$7,410.00
Structural					0.00	
					0.00	
					0.00	\$0.00
Mechanical					0.00	
					0.00	
					0.00	\$0.00
Electrical					0.00	
					0.00	
					0.00	\$0.00
Estimates					0.00	
					0.00	\$0.00
Other:					0.00	
					0.00	
					0.00	\$0.00
Total Drawings		TOTAL MAN-HOURS	44	TOTAL SALARIES - A		\$7,410.00
B. CONSULTANTS (attach estimate)						
1	Klima Weeks Civil Engineering					\$14,123.42
2						
3						
4						
5						
6						
7						
8						
TOTAL CONSULTANTS - B						\$14,123.42
C. OTHER DIRECT COSTS (attach estimates as necessary)						
1	NOT TO EXCEED REIMBURSABLES					
2						
TOTAL OTHER DIRECT COSTS - C						
COMPENSATION SCHEDULE FOR TOTAL COST				TOTAL COSTS		
PHASE		DOLLAR AMT.		TOTAL COST TO OCPS		\$21,533.42
Program Verification Phase						
Schematic Design		\$ 1,076.67				
Design Development						
Construction Documents		\$ 16,796.07				
Building Permit		\$ 2,584.01				
Bidding		\$ 646.00				
Construction Phase						
6, 11, 23 Month Warranty Inspection						
Electronic Record Documents		\$ 430.67				
Not-To-Exceed Reimbursables						
				ARCHITECT-ENGINEER FIRM NAME & ADDRESS		
				DLR Group, Inc.		
				100 East Pine Street, Suite 404		
				Orlando, FL 32801		
				PREPARED AND APPROVED BY: (Signature/Title)		
				 Nicole Nichols		
				DATE: 4-Jan-23		

385 DOUGLAS AVENUE, STE 2100
ALAMONTIE SPRINGS, FL 32714
TELEPHONE 407.478.8750
FACSIMILE 407.478.8749
www.klimaweeks.com



January 3, 2023

Ms. Susan Pendergraft, AIA, LEED AP
DLR Group
100 East Pine Street, Suite 404
Orlando, Florida 32801

RE: Orange Technical College – Westside – Orange County
Additional Service # 4 – Round-About Entry Improvements

Dear Susan:

Pursuant to a request from OCPS, we are pleased to provide this additional services fee proposal to perform civil design services in connection with the above referenced project. The scope of this proposal is to design a new round-about for the northern entry to the school site, in accordance with an agreement between OCPS, the City of Ocoee, and the developer of the property to the north of the school. To provide full and safe access to the developer-owned property to the north, the round-about design will be implemented and will include access to the OTC project and the developer parcel. This is to be located on a combination of the OCPS owned and developer owned parcel and does not affect the intersection of the entry drive and Ocoee-Apopka Road. Once designed and constructed, it is our understanding that the entry road and the round-about will be conveyed to the City of Ocoee as right-of-way. More specifically, we provide the following:

- a. The inclusion of the round-about will require modification of the existing entry design both on city/developer owned property and on the OCPS property.
- b. Modification of the currently designed stormwater conveyance inlets and piping within the round-about will be required.
- c. Coordination with the surveyor on the property that will be conveyed to the city will be necessary.
- d. Coordination with the developer's engineers will be necessary for final placement of the round-about exit serving the developer parcel.

- e. The plans will be developed as a modification to the current OTC-Westside construction documents, with the intent to be issued to Wharton-Smith as a PR.
- f. Permitting of the above roadway improvements with the appropriate jurisdictions which include St. Johns River Water Management District, and the City of Ocoee.

With the above in mind, and per your request, this proposal includes the following BASE DESIGN SERVICES.

Scope of Work:

BASE DESIGN SERVICES

- 1) **Construction Documents:** Klima Weeks will provide the engineering, design, and plans production for the civil portions of the work to be designed in accordance with the Florida Building Code and other applicable requirements of the identified jurisdictions. These improvements are NOT designed to OCPS standards or DG's since they are primarily under the jurisdiction of other entities. The plans will be provided to DLR in electronic format, AutoCad v. 2022 using the current OCPS drawing standards, and the current project specific border. The current project specifications would cover these revised entry improvements; therefore, no new specifications are required.
- 2) **Construction Administration:** Construction administration services are currently included in the OTC-Westside project and therefore additional fees related to the construction administration services are NOT included herein.

This concludes the specific scope of work. Exclusions from the proposal include any work effort not described in the above scope of work, landscape/irrigation services, traffic studies, structural designs for walls, geotechnical services, environmental assessments of any kind, signalization design, surveying services, and agency permitting or plan review fees. We propose to provide the services described herein for a lump sum fee of \$14,123.42 to be broken down as shown on the attached OCPS A/E Cost Proposal fee breakdown form.

We appreciate the opportunity to submit this fee proposal and look forward to working with you toward the successful completion of this project. If there

should be any questions concerning this proposal, please feel free to contact our office.

Sincerely,
Klima Weeks Civil Engineering, Inc.

Proposal Accepted By:
DLR Group

A handwritten signature in black ink that reads "Jay A. Klima". The signature is written in a cursive style with a large, looped "J" and "K".

Jay A. Klima, P.E.
Principal
Klima Weeks Civil Engineering, Inc.



Meeting Date: March 21, 2023

Item #: 5

Contact Name: Rebecca Roberts

Contact Number: Ext. 1520

Department Director: Rebecca Roberts

City Manager: Robert Frank

Subject: Approval of Resolution Amending the Benchmark Rate for the 2009 Capital Improvement Refunding Revenue Note. (Finance Director Roberts)

Background Summary:

The City Commission previously issued a \$5,000,000 City of Ocoee, Florida Capital Improvement Refunding Revenue Note - Series 2009 bearing interest at a variable rate based on a formula using the London Interbank Offered Rate (LIBOR). LIBOR is expected to cease as of June 30, 2023. Therefore, the City Commission must amend the original resolution to substitute LIBOR with an appropriate substitution index rate.

In consultation with the City of Ocoee's Financial Advisor, Mark Galvin of Hilltop Securities, and their Bond Counsel, Misty Taylor of Bryant Miller Olive P.A., City staff are recommending amending the original resolution to index the Series 2009 Note on the Secured Overnight Financing Rate (SOFR).

Issue:

Should the City Commission amend the Original Resolution No. 2009-005 adopted September 15, 2009, to replace the interest rate index on the Series 2009 Note with the Secured Overnight Financing Rate (SOFR)?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners amend the Original Resolution No. 2009-005 adopted September 15, 2009, to replace the interest rate index on the Series 2009 Note with the Secured Overnight Financing Rate (SOFR).

Attachments:

1. Resolution
2. Amendment

Financial Impacts:

There will be an immaterial change to the interest rate, estimated to be 10 to 11 basis points above the current LIBOR rate.

Type of Item: Consent

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, AMENDING AND SUPPLEMENTING RESOLUTION NO. 2009-005 ADOPTED ON SEPTEMBER 15, 2009; AUTHORIZING AMENDMENTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2009 TO MODIFY THE BENCHMARK VARIABLE RATE INDEX WITH RESPECT TO SUCH NOTE FROM LIBOR TO A SUBSTITUTE RATE; AUTHORIZING OTHER REQUIRED ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "Commission") of the City of Ocoee, Florida (the "Issuer") has, pursuant to Resolution No. 2009-005 adopted on September 15, 2009 (the "Original Resolution" and, as supplemented and amended hereby, the "Note Resolution"), previously issued its \$5,000,000 City of Ocoee, Florida Capital Improvement Refunding Revenue Note, Series 2009 (the "Series 2009 Note") for the purpose of refunding the Issuer's outstanding Capital Improvement Revenue Note, Series 2006; and

WHEREAS, the interest on the Series 2009 Note bears interest at a variable rate based on a formula utilizing the London Interbank Offered Rate, commonly referred to as "LIBOR," as a benchmark index; and

WHEREAS, LIBOR is expected to cease certain tenor settings on June 30, 2023, and various substitution rates and equivalency factors have now been generally agreed to in the market; and

WHEREAS, the Issuer and the holder of the Series 2009 Note (the "Lender") desire to make certain amendments to the Series 2009 Note and the Original Resolution to substitute the LIBOR benchmark index pursuant to which the Series 2009 Note bears interest to an appropriate substitution index, whether now existing or subsequently developed, that is deemed approximately equivalent to LIBOR and other related adjustments and amendments as may be necessary and appropriate for the implementation and administration of the replacement index, and an effective date of the substitution rate (which could become immediately effective upon determination that LIBOR as a reference rate is no longer reliable or unascertainable or such other conditions set forth in the Consolidated Amendment to Note Documents attached hereto as Exhibit A (the "Amendment")); and

WHEREAS, in order for the Issuer and the Lender to amend the Series 2009 Note and Original Resolution, it is now necessary for the Issuer to approve the Amendment and provide authorization and delegate authority for its execution; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Ocoee, Florida, that:

SECTION 1. Authority for this Resolution. This resolution is adopted pursuant to the provisions of the Charter of the City of Ocoee, Florida, Chapter 166, Part II, Florida Statutes, as amended, the Issuer's home rule powers, and other applicable provisions of law.

SECTION 2. Definitions. All capitalized undefined terms used herein shall have the meanings ascribed thereto in the Series 2009 Note, the Original Resolution or in the recitals above.

SECTION 3. Authorization and Approval of Amendment; Authorization of Execution and Delivery. The Amendment attached hereto as Exhibit A is hereby authorized and approved. The Amendment is hereby incorporated herein by reference and made a part of the Note Resolution and the Series 2009 Note. The Mayor, or the Mayor's designee, and the City Manager, or the City Manager's designee, are each hereby authorized to execute and deliver the Amendment. The City Manager is additionally authorized to take such further action as shall be required for carrying out the purposes of this resolution.

SECTION 4. Prior Resolutions. All prior resolutions of the Issuer inconsistent with the provisions of the Original Resolution are hereby amended and supplemented to conform with the provisions herein contained and, except as otherwise amended and supplemented hereby, the Original Resolution shall remain in full force and effect.

SECTION 5. No Personal Liability. Neither the members of the Commission nor any person executing any document on behalf of the Issuer in connection with the Amendment shall be personally liable with respect to the Series 2009 Note or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

SECTION 6. General Authority. The Mayor, the City Manager, the Finance Director, the City Clerk, the City Attorney and any other proper officials of the Issuer are hereby authorized to do all acts and things required of them by this resolution, the Original Resolution, the Series 2009 Note, or any other agreement or contract relating to the Series 2009 Note, or that may otherwise be desirable or consistent with accomplishing the full, punctual and complete performance of all the terms, covenants and agreements contained in any of the foregoing and each member, employee, attorney and officer of the Issuer is hereby authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or proper for carrying out the amendments contemplated thereby.

SECTION 7. Severability and Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof or of the Amendment, the Note Resolution or the Series 2009 Note.

SECTION 8. No Third Party Beneficiaries. Except such other persons as may be expressly described in the Note Resolution or in the Series 2009 Note, nothing in the Note Resolution or in the Series 2009 Note, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Lender, any right, remedy or claim, legal or equitable, under and by reason of the Note Resolution or of the Series 2009 Note, or any provisions thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Lender.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its adoption as provided by law.

PASSED AND ADOPTED this 21st day of March, 2023, at a regular meeting duly called and held.

CITY COMMISSION OF THE CITY OF
OCOE, FLORIDA

(SEAL)

Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOE, APPROVED AS TO FORM
AND LEGALITY, THIS ____ DAY OF
MARCH, 2023.

APPROVED BY THE OCOE CITY
COMMISSION AT A MEETING HELD ON
MARCH 21, 2023 UNDER AGENDA ITEM
NO. _____

CITY ATTORNEY

EXHIBIT A

CONSOLIDATED AMENDMENT TO NOTE DOCUMENTS

CONSOLIDATED AMENDMENT TO NOTE DOCUMENTS

Issuer: CITY OF OCOEE, FLORIDA

Lender: TRUIST COMMERCIAL EQUITY, INC., successor to
STI INSTITUTIONAL & GOVERNMENT, INC.

Note Caption: City of Ocoee, Florida Capital Improvement Refunding
Revenue Note, Series 2009

Date of Note: October 1, 2009

Original Principal Amount: \$5,000,000

Date of Amendment: March 23, 2023

BACKGROUND

A. The Issuer executed and delivered to the Lender the note described above (such note being referred to herein as the “Note”) and the Lender is the current holder of such Note.

B. The Note was issued pursuant to the terms of Resolution No. 2009-005 adopted by the City Commission of the City of Ocoee, Florida (the “City Commission”) on September 15, 2009, as amended and supplemented by Resolution No. 2023-__ adopted by the City Commission on March 21, 2023 (as amended, modified or restated, the “Resolution” and, collectively with the Note and this Amendment (as hereinafter defined), the “Note Documents”).

C. The interest rate applicable to the Note is based upon LIBOR and, in contemplation of the cessation of LIBOR on June 30, 2023, the Issuer and the Lender desire to amend the Note and the Resolution to provide for, in the manner as described herein, the replacement of LIBOR upon its cessation.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged and intending to be legally bound, the parties hereto are entering into this Consolidated Amendment to Note Documents (this “Amendment”), and hereby covenant and agree as follows:

1. Defined Terms. Any capitalized terms used in this Amendment or the Background provisions hereof which are not so defined, but which are defined in a Note Document, shall have the meanings ascribed to those terms in such Note Document, as applicable.

2. LIBOR Fallback Provisions.

(a) Notwithstanding anything to the contrary set forth in the Note or any other Note Document, the Lender and the Issuer agree that the Note and the other Note Documents are hereby amended to include the provisions attached hereto as Exhibit A, and such provisions shall govern as to all matters related to the replacement of LIBOR.

(b) The Lender and the Issuer intend that any current fallback provision addressing the replacement of LIBOR, including but not limited to the events or conditions under which LIBOR will be replaced and/or the manner, methodology, or mechanism for the replacement of LIBOR with a new index or benchmark upon the unavailability of LIBOR (whether on a temporary or a permanent basis), shall be deemed replaced with the provisions attached hereto as Exhibit A.

(c) The parties hereto intend for this Amendment to constitute a covered modification within the meaning of Treasury Department and IRS Revenue Procedure 2020-44 dated October 9, 2020, as further amended by the issuance of the final regulations related thereto effective March 7, 2022.

3. Continuing Effect. Except as expressly modified hereby, all of the terms, covenants, and conditions of the Note and the other Note Documents shall remain in full force and effect. This Amendment is given as a modification of the current fallback provision addressing the replacement of LIBOR, and is not given in substitution therefor or extinguishment thereof and is not intended to be a novation.

4. Attachment to Note and Resolution. This Amendment shall be and remain attached to the Note and the Resolution and shall be an integral part thereof.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the domestic internal laws (but not the law of conflict of laws) of the State of Florida.

6. Miscellaneous. Wherever possible, the provisions of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of any such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. The headings in this Amendment are included for convenience only and shall neither affect the construction or interpretation of any provision in this Amendment nor affect any of the rights or obligations of the parties to this Amendment. The Issuer agrees to pay all reasonable costs and expenses in connection with the preparation, execution and delivery of the documents executed in connection with this Amendment, including without limitation, the reasonable fees and out-of-pocket expenses of Lender's counsel, bond counsel and Issuer's counsel.

ISSUER ACKNOWLEDGES AND AGREES THAT: (I) ISSUER MAY REQUEST AND APPLY FOR A REPLACEMENT INDEX FOR USD LIBOR NOW OR AT ANY TIME HEREAFTER; (II) THE INTEREST RATE FOLLOWING THE REPLACEMENT OF USD LIBOR THROUGH ANY REQUESTED AMENDMENT MAY BE LOWER OR HIGHER THAN THE INTEREST RATE FOLLOWING REPLACEMENT OF USD LIBOR AT CESSATION AS CONTEMPLATED BY THIS AMENDMENT; AND (III) ISSUER HAS KNOWINGLY AND VOLUNTARILY ENTERED INTO THIS AMENDMENT.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Date of Amendment referenced above.

CITY OF OCOEE, FLORIDA, as Issuer

By: _____
Name:
Title:

TRUIST COMMERCIAL EQUITY, INC.,
successor to STI INSTITUTIONAL &
GOVERNMENT, INC., as Lender

By: _____
Name:
Title:

Exhibit A

INTEREST RATE PROVISIONS

The following provisions are hereby made a part of the Note and the Resolution.

1. BENCHMARK REPLACEMENT SETTING.

1.1 **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Note Document, if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then, (x) if a Benchmark Replacement is determined in accordance with clause (1) or (2) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, in connection with a Benchmark Transition Event, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Note Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, the Note or any other Note Document and (y) if a Benchmark Replacement is determined in accordance with clause (3) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, or in connection with an Early Opt-in Election, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Note Document in respect of any Benchmark setting at or after 5:00 p.m. (Charlotte, North Carolina) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to Issuer without any amendment to the Note or any other Note Document, or further action or consent of Issuer. For avoidance of doubt, upon the replacement of USD LIBOR, or any subsequent Benchmark, with a Benchmark Replacement, the interest rate on the Note shall equal the then-current Benchmark (with such Benchmark remaining subject to any applicable adjustment set forth in the Note Documents resulting from the tax-exempt status of the Note) plus the Margin, and fixed minimum rates, if any, shall continue to apply and any other references to LIBOR in the Note or other Note Documents, including in the definition of Taxable Rate (or similar term), shall equal the then-current Benchmark plus any applicable spread component or adjustment of the Taxable Rate (or similar term) that is applicable, as provided herein and in the Note or other Note Documents.

1.2 **Benchmark Replacement Conforming Changes.** In connection with the implementation of a Benchmark Replacement, Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Note Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective upon written notice from Lender to Issuer of any such amendment.

1.3 **Notices; Standards for Decisions and Determinations.** Lender will promptly notify Issuer of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 1.4 below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by Lender pursuant to this Section 1, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-

occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from Issuer.

1.4 Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Note Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by Lender in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then Lender may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then Lender may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

1.5 Benchmark Unavailability Period. Upon Issuer’s receipt of notice of the commencement of a Benchmark Unavailability Period, the reference to “USD LIBOR” in the calculation of the applicable interest rate on the Note shall be deemed and interpreted to mean the “Standard Rate”, and the Margin and fixed minimum rates, if any, shall continue to apply. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Standard Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Standard Rate.

1.6 Definitions. In addition to the terms defined in the Note Documents, the following definitions shall apply:

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to the Note Documents as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 1.4 hereof.

“**Benchmark**” means, initially, USD LIBOR; provided that if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 1.1 hereof.

“**Benchmark Replacement**” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by Lender for the applicable Benchmark Replacement Date:

(1) the sum of: (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;

(2) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;

(3) the sum of: (a) the alternate benchmark rate that has been selected by Lender as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral credit facilities at such time and (b) the related Benchmark Replacement Adjustment

provided that, in the case of clause (1), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by Lender in its reasonable discretion. If the Benchmark Replacement as determined pursuant to clause (1), (2) or (3) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of the Note and the other Note Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clauses (1) and (2) of the definition of “Benchmark Replacement,” the first alternative set forth in the order below that can be determined by Lender:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor;

(b) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(2) for purposes of clause (3) of the definition of “Benchmark Replacement,” the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Lender for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted

Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities;

provided that, in the case of clause (1) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by Lender in its reasonable discretion.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Standard Rate,” the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Lender in a manner substantially consistent with market practice (or, if Lender decides that adoption of any portion of such market practice is not administratively feasible or if Lender determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as Lender decides is reasonably necessary in connection with the administration of the Note and the other Note Documents), provided however that such changes will not affect the rights and obligations of Issuer not assigned to Lender.

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein; or

(3) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to Issuer.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth

therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Note Document in accordance with this Section 1 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Note Document in accordance with this Section 1.

“Business Day” means a day other than a Saturday, Sunday, legal holiday or any other day when Truist is authorized or required by applicable law to be closed.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by Lender in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for business loans; provided, that if Lender decides that any such convention is not administratively feasible for Lender, then Lender may establish another convention in its reasonable discretion.

“Early Opt-in Election” means, if the then-current Benchmark is USD LIBOR, the occurrence of:

- (1) a determination by Lender that at least five currently outstanding U.S. dollar- denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate, and
- (2) the election by Lender to trigger a fallback from USD LIBOR and the provision by Lender of written notice of such election to Issuer.

“Federal Funds Rate” shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to Truist.

“Floor” means the Benchmark rate floor, if any, provided in the Note Documents initially (as of the issuance of the Note, the modification or amendment of the Note or otherwise) with respect to USD LIBOR.

“Interest Period” if defined in a Note Document, has the meaning set forth in such Note Document and, if not defined in a Note Document, means the construct under the Note Documents that establishes the recurring determination date of the then-current Benchmark and the subsequent period of time during which the then-current Benchmark is fixed.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“Margin” means the per annum credit spread component of the interest rate that is applicable to the Note on the date hereof.

“Prime Rate” means the interest rate announced by Truist from time to time as its prime rate. Any change in the Prime Rate shall be effective as of the date such change is announced by Truist.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is USD LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (2) if such Benchmark is not USD LIBOR, the time determined by Lender in its reasonable discretion.

“Relevant Governmental Body” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“SOFR” means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding Business Day.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Standard Rate” means, for any day, the rate of interest per annum equal to the lesser of (i) the Federal Funds Rate plus 1.00% and (ii) the Prime Rate, provided that in no event will the Standard Rate ever be less than 0%. Each change in the Standard Rate shall be effective on the date any change in the Prime Rate is publicly announced as being effective, if applicable.

“Term SOFR” means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“Truist” means Truist Bank, and its successors and assigns.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“USD LIBOR” means the London interbank offered rate for U.S. dollars.

1.7 **Notices and Disclosures.** Lender hereby discloses and Issuer understands and agrees to the following with respect to USD LIBOR:

(a) On March 5, 2021 the Financial Conduct Authority (“FCA”), the regulatory supervisor of USD LIBOR’s administrator (“IBA”), announced in a public statement the future cessation of 1-month, 3-month, 6-month and 12-month USD LIBOR tenor settings on June 30, 2023. This announcement constituted a Benchmark Transition Event.

(b) Term SOFR has been endorsed by the Alternative Reference Rate Committee (the “ARRC”), the Relevant Governmental Body established by the Federal Reserve Board.

(c) The ARRC has also endorsed the spread adjustments for the replacement of USD LIBOR as follows:

USD LIBOR tenor being replaced	spread adjustment
1-Month USD LIBOR	.11448%
3-Month USD LIBOR	.26161%
6-Month USD LIBOR	.42826%
1-year USD LIBOR	.71513%



Meeting Date: March 21, 2023

Item #: 6

Contact Name: Mark Johnson

Contact Number: Ext. 5002

Department Director: Mark Johnson

City Manager: Robert Frank

Subject: Approval of Phase 2 for the Vandergrift Central Park Skatepark Project. (Parks and Recreation Director Johnson)

Background Summary:

At the September 20, 2022 City Commission Meeting, the City Commission approved funding for Phase 1 of the Vandergrift Central Park Skatepark to utilize American Ramp Company to build the skatepark with Phase 2 to be brought back after Fiscal Year 22/23 budget funding was approved. Phase 2 of the Skatepark was approved in the FY 22/23 Parks and Recreation Capital Budget, and is formally being brought back to the City Commission as stated in the September 20, 2022 Agenda Item. Phase 2 will add concrete quarter pipes, half pipes, grind stations and a launch ramp to complete the project. Per the contract, American Ramp Company will complete Phase 2, and the skatepark will be open to the public in April/May 2023.

Issue:

Should the Honorable Mayor and City Commissioners approve Phase 2 of the Skatepark Project with American Ramp Company?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve Phase 2 of the Skatepark Project with American Ramp Company.

Attachments:

1. September 20, 2022 Staff Report
2. Image Phased Approach

Financial Impacts:

Phase 2 – Fiscal Year 22/23 Parks and Recreation Capital Budget (\$250,000)

Type of Item: Consent



AGENDA ITEM COVER SHEET

Meeting Date: September 20, 2022

Item # _____

Reviewed By:

Contact Name: Mark Johnson

Department Director: Mark Johnson

Contact Number: 407-877-5803

City Manager: Robert Frank

Subject: Approval to Piggyback Sourcewell Cooperative Purchasing Contract for Phase 1 of the Vandergrift Central Park Skatepark Project

Background Summary:

The Parks and Recreation Department has \$250,000 budgeted in Fiscal Year 21/22 for Phase 1 of the Vandergrift Central Park Skatepark. **Phase 2 will be brought back to City Commission at a later date.** City Staff has extensively researched to find a company that they have confidence in to get the job completed, and also one that has experience with other local municipalities in Central Florida. The American Ramp Company is a nationally recognized company that has developed skateparks throughout Central Florida, including Orlando, Orange County and Longwood. American Ramp Company is part of Sourcewell (Solicitation Number #112420), a cooperative purchasing program, of which the City of Ocoee is a member. The Parks and Recreation Department is confident American Ramp Company will design, develop and build a Skatepark for the City of Ocoee to be proud of.

The City's Finance, Risk Management and City Attorney have reviewed the project and pricing.

Issue:

Should the Honorable Mayor and City Commission approve the piggyback for Phase 1 so Parks and Recreation can move forward with the Vandergrift Central Park Skatepark.

Recommendations:

Staff recommends the Honorable Mayor and City Commission award American Ramp Company Phase 1 to piggyback the Sourcewell contract so Parks and Recreation can move forward with the Vandergrift Central Park Skatepark Project.

Attachments:

Sourcewell Design Build Agreement
Sourcewell – Solicitation Number #112420

Financial Impact:

The Skatepark design and build for Phase 1 will be funded by Parks and Recreation Capital Budget FY 21/22 (\$250,000).

Phase 2 will be brought back to City Commission at a later date

Type of Item: *(please mark with an "x")*

- ☐ Public Hearing
- ☐ Ordinance First Reading
- ☐ Ordinance Second Reading
- ☐ Resolution
- ☒ Commission Approval
- ☐ Discussion & Direction

For Clerk's Dept Use:

- ☐ Consent Agenda
- ☐ Public Hearing
- ☐ Regular Agenda

-
- ☐ Original Document/Contract Attached for Execution by City Clerk
 - ☐ Original Document/Contract Held by Department for Execution

Reviewed by City Attorney	<u>Robin Drage, Assistant City Attorney</u>	☐ N/A
Reviewed by Finance Dept.	☐	☐ N/A
Reviewed by ☐	☐	☐ N/A





Meeting Date: March 21, 2023

Item #: 7

Contact Name: Mark Johnson

Contact Number: Ext. 5002

Department Director: Mark Johnson

City Manager: Robert Frank

Subject: Approval of Road Closures for the the 2023 West Orange Babe Ruth Opening Day Parade and Ceremonies. (Parks and Recreation Director Johnson)

Background Summary:

At the March 7, 2023 City Commission Meeting, the City Commission consensus was to approve the requested road closures upon completion of a special event permit. The West Orange Babe Ruth League has completed the Special Event Permit for their Opening Day Ceremonies on Saturday March 25, 2023 starting at 8:30 am. The road closures will be from N. Bluford Avenue, crossing Silver Star Road, making a right at Rewis Street/Flewelling Avenue to Ball Field 1.

Issue:

Should the Honorable Mayor and City Commissioners approve the Road Closures for the West Orange Babe Ruth Opening Day Parade?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Road Closures for the West Orange Babe Ruth Opening Day Parade.

Attachments:

1. Special Event Permit Application
2. WOBR Inc. Parade Route

Financial Impacts:

None

Type of Item: Consent



SPECIAL EVENT PERMIT APPLICATION

Development Services – Building Division
150 N Lakeshore Drive • Ocoee, Florida 34761
Online Services: <http://permits.occoee.org>
Email: inspections@occoee.org
Phone: 407-905-3104

An application for a Special Event Permit shall be filed not more than 180 days before and not less than 30 days before the date and time which the proposed special event is to take place.

Event Name: **West Orange Babe Ruth Opening Day Baseball Parade**

Event Address:

Applicant Name: **Margie Householder**

Phone: **407-202-2362**

Email: **margiearivera@gmail.com**

Mobile:

Applicant Address: **1029 Tawny Eagle Drive, Groveland, FL 34736**

Organization Name: **West Orange Babe Ruth League**

Phone: **407-719-5781**

Email: **westorangebr@gmail.com**

Mobile:

Headquarters Address: **560 Flewelling Avenue, Ocoee, FL 34761**

☐ Tax Exempt IRS 501(C)(3)

☐ Copy of Certificate provided (REQUIRED)

EVENT REPRESENTATIVE (If different than the applicant)

Representative Name: **Mark Johnson**

Phone: **407-948-5624**

Email: **mark.johnson@occoee.org**

Mobile:

Address: **1 E. Columbus Street, Ocoee, FL 34761**

EVENT CATEGORY: ☐ Private Event ☐ Public Event ☐ City Sponsored Event

TYPE OF EVENT: (check all that apply)

☐ Amusement Rides

☐ Community Event

☐ Festival

☒ Parade

☐ Art/Craft Vendors

☐ Concert

☐ Fireworks

☐ Petting Zoo

☐ Beer Sales

☐ Dancing

☐ Food Vendors

☒ Road Closure

☐ Block Party

☐ Demonstration

☐ Fundraiser

☐ Running Race

☐ Circus

☐ Exhibition

☐ Inflatables

☐ Other _____

Describe in detail the event activities and the purpose of the event:

West Orange Babe Ruth League Opening Day Baseball Parade. We are requesting a road closure starting from the old City Hall parking lot, making a right (heading north) onto N. Bluford Avenue, crossing Silver Star Road, making a right (heading east) onto Rewis Street/Flewelling Avenue, turning left into the parking lot located behind field 1, in between the basketball court and playground.

Setup Date: **03/25/23**

Start Date: **7:30am**

End Date: **03/25/23**

Total Days: **1 Day**

Event Activities Schedule:

Start Time:

End Time:

Expected number of spectators & participants per day:

EVENT LOCATION: ☐ City Facility ☐ Private Residence ☐ Commercial Location
Exact Location Address: _____ ☐ Parking Lot Only
Name of the Facility/Location: _____

SIGNAGE: (check all that apply)

☐ Temporary Directional Signs @ \$5.00 per sign: _____ x \$5.00 = \$ _____
☐ Sports Sign-Ups ☐ Banners ☐ Flags ☐ Streamers ☐ Balloons ☐ Others _____

EVENT INFORMATION: (check all that apply)

☐ Will sound amplification be used? Date: _____ Time: _____
Describe type of sound equipment: _____
☐ Does your event have tents, canopies, music stages?
Size(s): _____ Quantity of each: _____
☐ Will there be open flame cooking? Describe: _____
☐ Will you be providing portable restrooms and handwashing stations? Number of Units: _____
☐ Number of: ADA accessible restrooms: _____
☐ Clean up after event: Describe: _____
☐ Will the event use power generators? Describe: _____
☐ Will you be providing Road Closure Barricades? Describe: Public Works?
☐ Will any part of the event be held in the parking lot? Describe: _____
☐ Exact location for public parking: _____

PARADES:

☐ State Roadway Permit (if applicable): _____
☐ Exact Location of Marshalling & Staging Area: 125 N. Lakeshore Drive Parking Lot
☐ Time at which units of Parade – Begin to arrive: 7:30am To be Dispersed: 8:30am
☐ Time at which units of Parade will be dispersed: 8:30am
☒ Route Map must indicate the exact route to be traveled
☐ Number of vehicles/floats participating: 14 - 20
☐ Approximate number of participants & spectators: 430 - 440
☐ Number and type of animals participating: NA
☐ Will Parade occupy all of the width of the street, road or sidewalk? Describe: NO

FIREWORKS (the following shall be attached to the application):

☐ Itemized listing of the type and quantity of the fireworks to be used
☐ Detailed written statement outlining all appropriate safety procedures which will be used at fireworks display in order to protect the safety of the public and all surrounding property
☐ Detailed written statement describing what facilities and containers will be used to store fireworks.
☐ If applicable, applicants Federal License number for transporting fireworks across state lines
☐ Complete list of names, addresses, occupations and backgrounds of all individuals who will be responsible for the actual display, use or explosion of any fireworks. The Backgrounds statement should include a complete history of the experience of the individuals involved with respect to their use of fireworks, including a detailed list and explanation of each and every accident resulting from the use of fireworks which the individual has been responsible for or involved in.
☐ Map showing the exact launch point and area of fallout

REQUIRED DOCUMENTS:

- ☒ **Site Plan Map:** Must indicate exact location of activities and equipment: Tents, Portable Restrooms, Stages, Road Closures, Vendors, Power Generators, Barricades, Parking Areas, Staging Areas, and Trash Bins etc.
- ☐ **Building Permits & Fire Permits:** Tents, Flame Cooking, Fireworks, and other activities may require a permit.
- ☐ **Certificate of Insurance:** Events held within City of Ocoee property must provide Commercial General Liability Coverage. Please contact the Risk Management Division for requirement details: (407) 905-3154
- ☐ **State Licenses/Permits:** Must provide copies of current licenses for activities regulated by any state agency. Including and not limited to: Beer Sales, fireworks, pyrotechnics, food, amusement rides, petting zoo etc.
- ☐ **Local Business Tax:** Must provide copies of current Local Business Tax Receipts applicable to outside businesses.
- ☐ **Department of Health Inspection Report:** Must provide report, applicable to activities regulated by DOH.
- ☐ **Event Advertisement:** Copies of pamphlets, schedule of activities, flyers, promotional materials, maps, etc.
- ☐ **Property Owner Notarized Authorization Letter:** Consent by legal property owner where event is to take place.
- ☐ **Organization Authorization Letter:** Consent must be signed by legal officer/owner of organization, authorizing the Applicant/Agent to sign application.

All information on the permit application must be provided. Failure to complete may cause a delay in processing or issuing your permit.

Applicant Signature:  Date: 03/08/23

I, _____, the legal property owner/property manager of the above
(Property Owner)
referenced address, hereby authorize _____ to apply for a Special Event
(Applicant Name)
permit for _____, which is to be held on _____ day(s) of _____, 20____.
(Name of Event)

Property Address _____ Property Owner Signature _____ Date _____

STATE OF _____

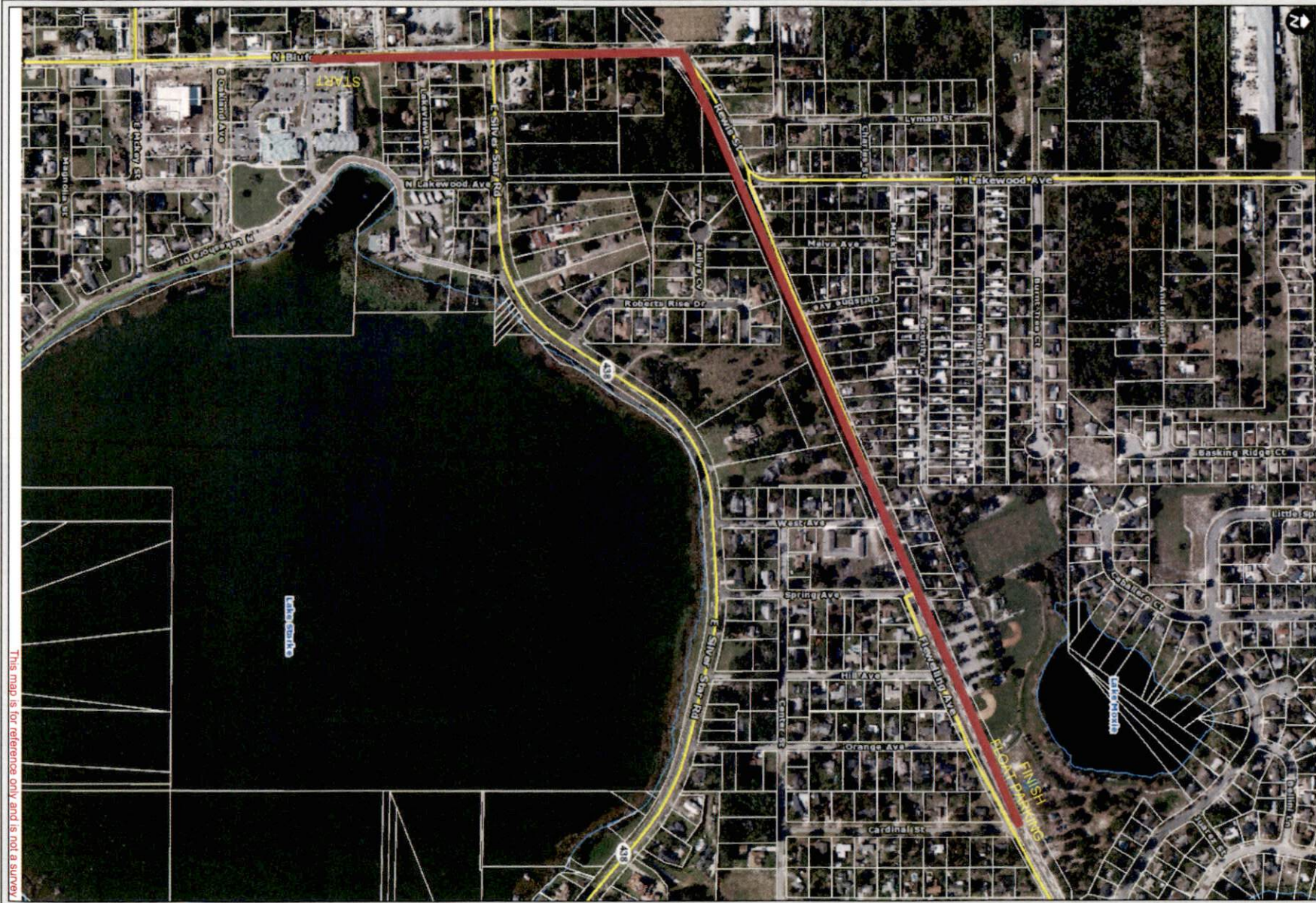
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____ by _____ who ☐ is personally known to me, or ☐ has produced _____ as identification and who did not take an oath.

Signature of Notary Public _____

(Seal)

WEST ORANGE BABE RUTH 2023 BASEBALL PARADE ROUTE



This map is for reference only and is not a survey.



Meeting Date: March 21, 2023

Item #: 8

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Saima Plasencia
City Manager: Robert Frank

**Subject: Approval of the Sale of Yamaha Police Motorcycles to West Orlando Powersports.
(Police Chief Plasencia)**

Background Summary:

The Police Department is seeking permission to declare surplus and sell two Yamaha FJR1300P Police Motorcycles. These motorcycles have been replaced with two leased 2023 Harley Davidson Road King Police Motorcycles. West Orlando Powersports, who services the Yamaha motorcycles, has offered the Department \$11,500.00 to purchase both Yamaha motorcycles. They have provided maintenance on these motorcycles since they were purchased and know the service history of the motorcycles. The Department would like to declare the motorcycles surplus and sell both 2019 Yamaha FJR1300P Police Motorcycles directly to West Orlando Powersports for a total of \$11,500.00. The Department believes the City of Ocoee would get a better return by selling the motorcycles directly to West Orlando Powersports rather than sending the motorcycles to auction.

Public Works Director Steve Krug concurs with the sale of the two used motorcycles as the guaranteed price is better than can be expected at auction based on the conditions of the 2019 Yamaha FJR1300P Police Motorcycles.

Issue:

Should the Honorable Mayor and City Commissioners approve the surplus of the two Yamaha FJR1300P Police Motorcycles in order for them to be sold to West Orlando Powersports for a total of \$11,500.00?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the surplus of the two Yamaha FJR1300P Police Motorcycles in order for them to be sold to West Orlando Powersports for a total of \$11,500.00.

Attachments:

1. Whole Sale Order (West Orlando Powersports)

Financial Impacts:

The sale of the two Yamaha FJR1300P Police Motorcycles would be a financial gain to the budget.

Type of Item: Consent

STOCK # _____

Wholesale Order

REGISTRATION AND TITLE WARRANTY

THE SELLER COVENANTS WITH THE PURCHASER, THAT HE IS THE TRUE AND LAWFUL OWNER OF SAID DESCRIBED AUTOMOBILE BELOW THAT THE SAME IS FREE FROM ALL ENCUMBRANCES; THAT HE HAS GOOD RIGHT AND FULL POWER TO SELL THE SAME AS AFORESAID AND THAT HE WILL WARRANT AND DEFEND THE SAME AGAINST THE LAWFUL CLAIM AND DEMANDS OF ALL PERSONS.

This sale is solely a transaction between the buying and selling dealers - no warranty on mechanical or physical condition of car.

SELLER (Transferor) City of OcoeeBUYER (Transferee) West Orlando Powersports

ADDRESS _____

ADDRESS 16333 West Colonial Dr

CITY _____ STATE _____

CITY Oakland STATE FL

ZIP _____ PHONE () _____

ZIP 34787 PHONE 824.5448380

**SOLD AS IS
WITH ALL FAULTS**

CHECK ☐ CASH ☐ WIRE ☐ DRAFT ☐
TITLE ☐ REGISTRATION ☐ GIVEN TO BUYER
CURRENT YEAR AT TIME OF SALE

SALE PRICE \$ 5500.00

DOLLARS

The Purchaser agrees to purchase this vehicle for the purchase price shown provided the vehicle is found to be as recommended, that before settling for this vehicle check the serial and/or engine numbers on the vehicle with those on the title, to check the actual condition of the vehicle with its description and with the recommendation, if any, that upon making settlement in cash or by check in lieu of cash consider the transaction fully consummated, that no stop payment of his check to SELLER AS SHOWN shall be honored and any stop payment order of a check or giving a check which is returned marked "insufficient funds" shall be deemed by the parties to be prima facie evidence of fraud existing at the time the transaction was consummated and shall be construed by the parties as an intent to defraud in order to consummate the transaction. The purchasing dealer and selling dealer agree that this registration and title warranty shall be of the same force and effect as though personally signed by them even though it only contains their representative's signature.

ODOMETER DISCLOSURE STATEMENT

Federal Law (and State Law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, City of Ocoee state that the odometer

now reads 2910 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY.**

MAKE <u>YAMAHA</u>	MODEL <u>FJR1300P</u>	BODY TYPE <u>MC</u>
VEHICLE IDENTIFICATION NUMBER <u>JVARP30E9KA000782</u>		YEAR <u>2019</u>

(TRANSFEROR'S ADDRESS)

TRANSFEEEE'S NAME (PRINT)

CITY _____ STATE _____ ZIP _____

Transferor's Signature (seller):

X _____

Date of Statement _____

(TRANSFEREE'S ADDRESS) _____ CITY _____ STATE _____ ZIP _____

Receipt of Copy Acknowledged

X Chris Foster

(Transferee's Signature (buyer))

TRANSFEROR'S NAME (PRINT)

SELLER ASSUMES NO RESPONSIBILITY, NOR GUARANTEES THE ACCURACY OF THE ODOMETER READING.
ALL VEHICLES SOLD ONLY TO DEALERS WITHOUT WARRANTY - SELLER AS SHOWN ACCEPTS NO RESPONSIBILITY FOR THEFT,
LIABILITY OR PROPERTY DAMAGE.

STOCK # _____

Wholesale Order

REGISTRATION AND TITLE WARRANTY

THE SELLER COVENANTS WITH THE PURCHASER, THAT HE IS THE TRUE AND LAWFUL OWNER OF SAID DESCRIBED AUTOMOBILE BELOW THAT THE SAME IS FREE FROM ALL ENCUMBRANCES; THAT HE HAS GOOD RIGHT AND FULL POWER TO SELL THE SAME AS AFORESAID AND THAT HE WILL WARRANT AND DEFEND THE SAME AGAINST THE LAWFUL CLAIM AND DEMANDS OF ALL PERSONS.

This sale is solely a transaction between the buying and selling dealers — no warranty on mechanical or physical condition of car.

SELLER (Transferor) City of OcoeeBUYER (Transferee) West Orlando Powersports

ADDRESS _____

ADDRESS 16333 West Colonial Dr

CITY _____ STATE _____

CITY Oakland STATE FL

ZIP _____ PHONE () _____

ZIP FL PHONE 321.544.8388

SOLD AS IS WITH ALL FAULTS

CHECK ☐ CASH ☐ WIRE ☐ DRAFT ☐
TITLE ☐ REGISTRATION ☐ GIVEN TO BUYER
CURRENT YEAR AT TIME OF SALE

SALE PRICE \$ 6000.00
DOLLARS

The Purchaser agrees to purchase this vehicle for the purchase price shown provided the vehicle is found to be as recommended, that before settling for this vehicle check the serial and/or engine numbers on the vehicle with those on the title, to check the actual condition of the vehicle with its description and with the recommendation, if any, that upon making settlement in cash or by check in lieu of cash consider the transaction fully consummated, that no stop payment of his check to SELLER AS SHOWN shall be honored and any stop payment order of a check or giving a check which is returned marked "Insufficient funds" shall be deemed by the parties to be prima facie evidence of fraud existing at the time the transaction was consummated and shall be construed by the parties as an intent to defraud in order to consummate the transaction. The purchasing dealer and selling dealer agree that this registration and title warranty shall be of the same force and effect as though personally signed by them even though it only contains their representative's signature.

ODOMETER DISCLOSURE STATEMENT

Federal Law (and State Law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, City of Ocoee state that the odometer
(transferor's name, Print)

now reads 8741 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPANCY.

MAKE <u>Yamaha</u>	MODEL <u>FJR1300P</u>	BODY TYPE <u>mlc</u>
VEHICLE IDENTIFICATION NUMBER <u>JVARP30ESKA000732</u>		YEAR <u>2019</u>

(TRANSFEROR'S ADDRESS)

TRANSFEREE'S NAME (PRINT)

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

Transferor's Signature (seller):

Receipt of Copy Acknowledged

X _____

X Kraig Foster

Date of Statement _____

(Transferee's Signature (buyer))

TRANSFEROR'S NAME (PRINT)

SELLER ASSUMES NO RESPONSIBILITY, NOR GUARANTEES THE ACCURACY OF THE ODOMETER READING.
ALL VEHICLES SOLD ONLY TO DEALERS WITHOUT WARRANTY - SELLER AS SHOWN ACCEPTS NO RESPONSIBILITY FOR THEFT,
LIABILITY OR PROPERTY DAMAGE.



STAFF REPORT

Meeting Date: March 21, 2023

Item #: 9

Contact Name: Anoch Whitfield

Contact Number: Ext. 1016

Department Director: Michael Rumer

City Manager: Robert Frank

Subject: First Reading of Ordinance for 413 Whittier Avenue - Phat An Temple Inc. Property - Annexation & Rezoning; Project No(s). AX-01-23-02 & RZ-23-01-02. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: Phat An Temple, Inc. / Ty Ho

General Location: The property is located in Commission District 2 on the east side of Whittier Avenue, beginning approximately 325 feet north of State Road 438.

Property Size and Parcel ID No.: The property contains approximately 0.16 acres and is assigned parcel identification number 17-22-28-3624-01-150.

Existing Site Conditions: The table below summarizes the existing conditions of the property.

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Low Density Residential (4 units per acre)	R-1	Vacant	N/A

The property is surrounded by the following: jurisdictions, Future Land Use Map designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	County	Low Density Residential	R-1	Single Family Dwelling
South	City	Professional Offices & Services	Unclassified	Single Family Dwelling
East	City	Low Density Residential	R-1	Single Family Dwelling
West	County	Low Density Residential	R-1	Single Family Dwelling

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject property.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains LDR)	City R-1	Single Family Dwelling	Conventional R-1 standards

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on the east and south by the City's jurisdictional limits and, as such, is contiguous to the City and does not create an enclave. Instead, it furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation and zoning classification are consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. The proposed R-1 zoning classification is consistent with FLUE Policy 1.15, which stipulates that the City may assign an initial zoning after annexation in a manner that is consistent with both the Future Land Use Map and the JPA Agreement.

Access: Access will continue to be via Whittier Avenue.

Utilities: The property owner has requested water service from the City. City water service is available from an existing 4" potable water line on the west side of Whittier Ave. After the annexation has been executed and recorded with Orange County, the Utilities Department will begin the design and permitting process to bring water service to the property. The water service installation for this property will require an Orange County right-of-way permit which will increase turnaround time. No sewer lines are available, and the property will be served by a private septic system.

Transportation: No issues are anticipated as the property is entitled to have one (1) single family dwelling.

Stormwater: N/A

Schools: N/A

Public Safety: Fire service is available within 2.1 miles of the property and can be provided within a five (5) minute response time at a 750 gpm water flow. Police service is available within 3.6 miles (Policy Patrol Zone 5) within a 10-minute response time for non-emergency services.

An Annexation Feasibility & Public Facilities Analysis Report was completed for this property. See attached document for complete report.

Issue:

Should the Honorable Mayor and City Commissioners approve proposed ordinances for the Annexation and Rezoning from Orange County R-1 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) of the Phat An Temple, Inc., property located at 413 Whittier Avenue?

Recommendations:

Development Review Committee Recommendation:

The Development Review Committee (DRC) met on Tuesday, February 7, 2023, to consider the application for annexation and rezoning. Upon a finding of consistency with the City's regulations and policies and the terms of the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, the DRC made a recommendation of approval of the proposed Annexation and Rezoning from Orange County R-1 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) for the Phat An Temple Property located at 413 Whittier Avenue.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission (PZC), acting as the Local Planning Agency (LPA), considered this item at its February 14, 2023 hearing and, identifying no issues, made a recommendation of approval of the proposed Annexation and Rezoning from Orange County R-1 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) for the Phat An Temple Property located at 413 Whittier Avenue.

Staff Recommendation:

Staff recommends that the City Commission approve the proposed Annexation and Rezoning from Orange County R-1 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) for the Phat An Temple Property located at 413 Whittier Avenue.

Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation and Rezoning Feasibility Report
6. Annexation Ordinance
7. Rezoning Ordinance

Financial Impacts:

None

Type of Item: First Reading

413 Whittier Avenue
Location Map



413 Whittier Avenue Location Map



413 Whittier Avenue Surrounding Future Land Use Map



Ocoee
Development Services
Department

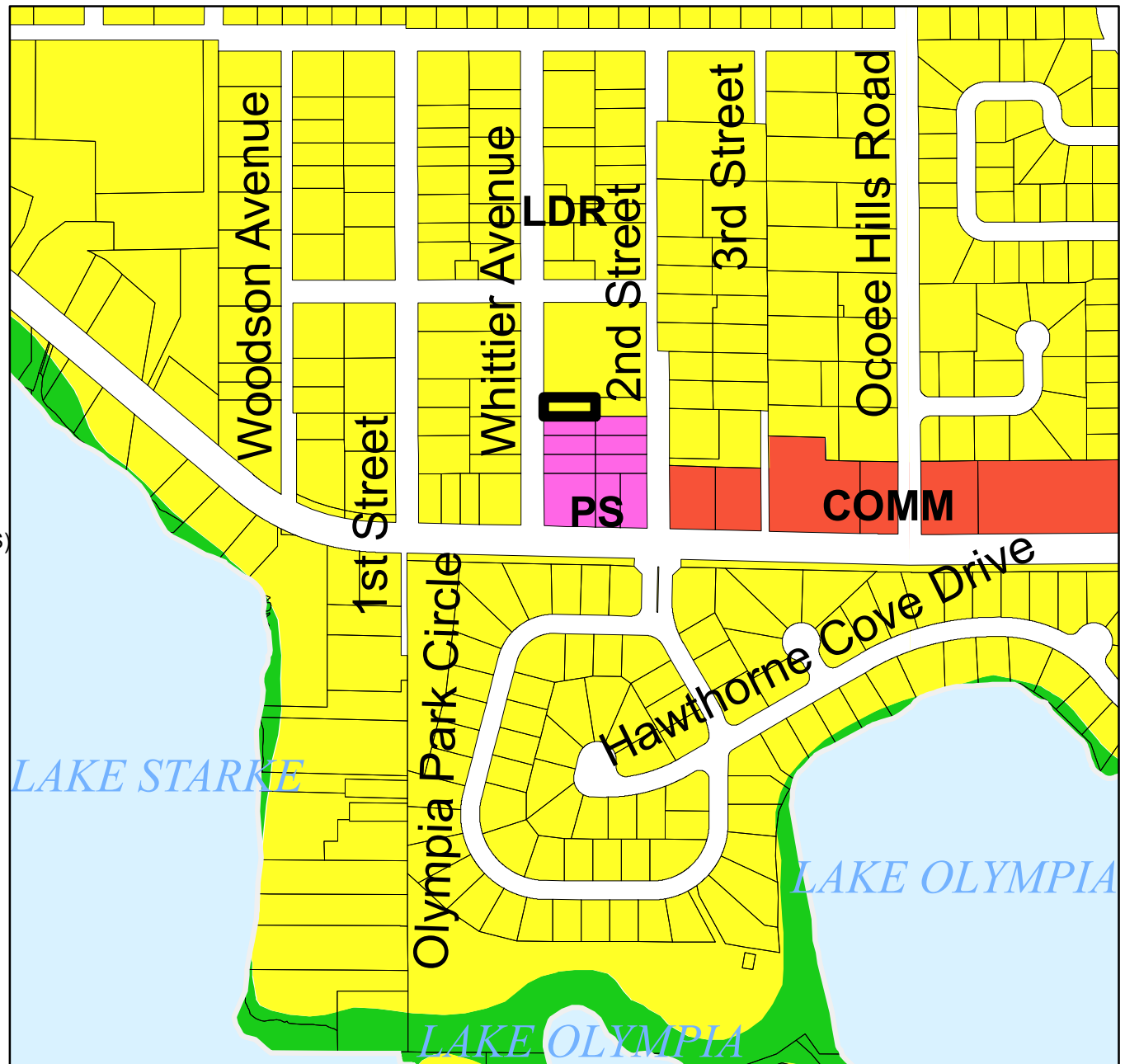
0 100 200 400
Feet

Created: January 2023

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



413 Whittier Avenue Surrounding Zoning Map



Development Services
Department

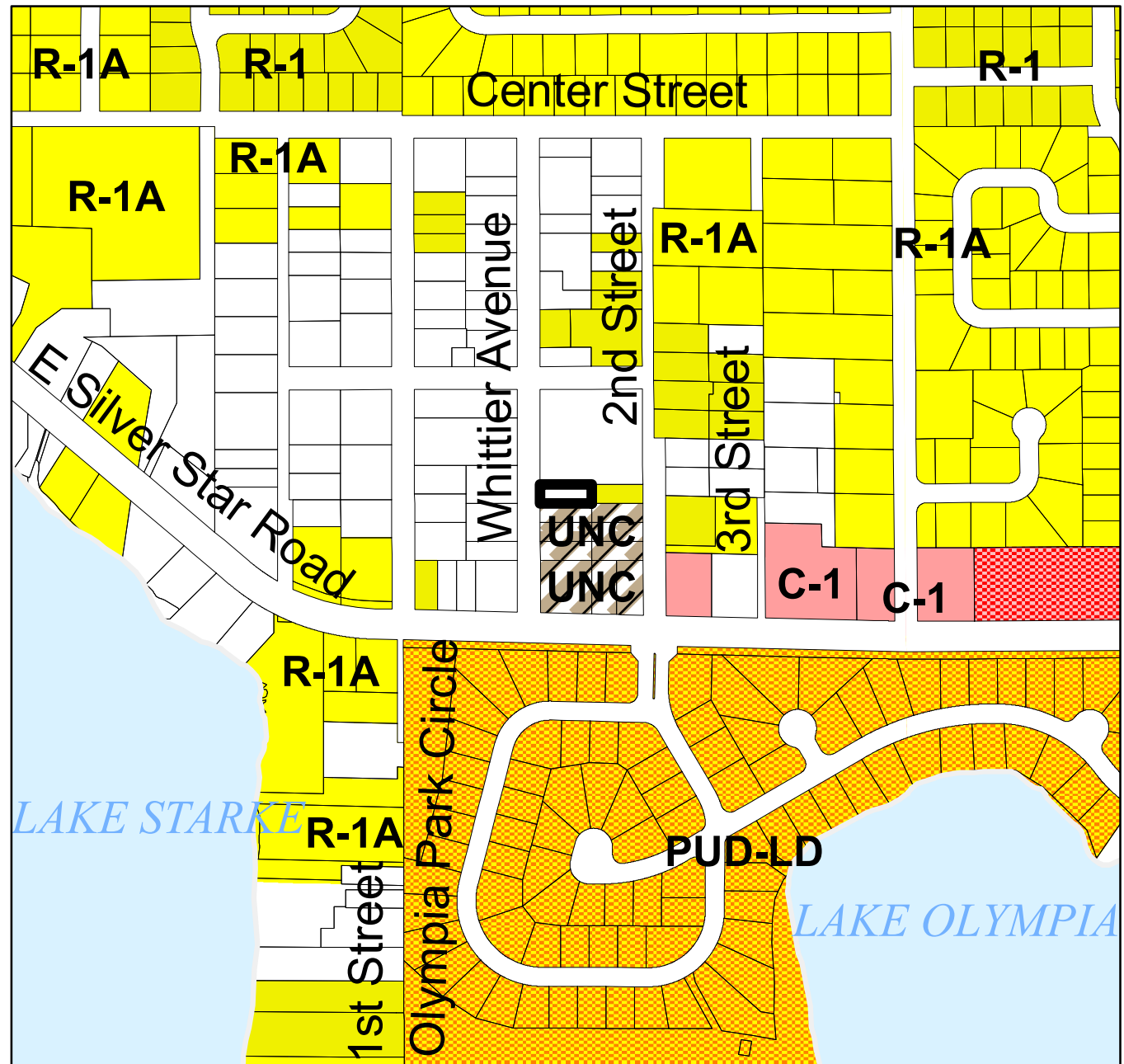
0 100 200 400
Feet

Created: January 2023

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-01-23-02 & RZ-23-01-02

APPLICANT NAME: Ty Ho

PROJECT NAME: 413 WHITTIER AVENUE – PHAT AN TEMPLE, INC. PROPERTY

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT		Anoch Whitfield, Zoning Manager
A. Applicant/Owner		
1. Owner (if different from Applicant):	Phat An Temple, Inc. (Represented by Ty Ho)	
B. Property Location		
1. General Location:	The property is generally located on the east side of Whittier Avenue, beginning approximately 325 feet north of State Road 438.	
2. Parcel Identification Number:	17-22-28-3624-01-150	
3. Street Addresses:	413 Whittier Avenue	
4. Size and Number of Parcels:	0.16 acres (1 parcel)	
C. Use Characteristics		
1. Existing Use:	Vacant	
2. Proposed use:	Single-family dwelling	
3. Density / Intensity:		
4. Projected Population:	N/A	
D. Zoning and Land Use		
1. Orange County Future Land Use:	Low Density Residential	
2. Orange County Zoning:	R-1	
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM	
4. Proposed Ocoee Zoning:	R-1	
E. Consistency		
1. Joint Planning Area:	Yes	
2. Comprehensive Plan:	Yes	
II. FIRE DEPARTMENT		
1. Estimated Response Time:	Less than 5 min	
2. Distance to Property:	2.1 miles	
3. Fire Flow Requirements:	750 gpm	
III. POLICE DEPARTMENT		
1. Police Patrol Zone / Grid / Area:	5	
2. Estimated Response Time:	10 mins	
3. Distance to Property:	3.6 miles	
3. Average Travel Time	10 mins	

IV. ECONOMIC VALUE	Anoch Whitfield, Zoning Manager
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1. Property Appraiser Market Value:	\$60,000 (as vacant land in County)
2. Property Appraiser Taxable Value	\$60,000 (as vacant land in County)
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	Jennifer Bolling, Engineering Manager
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A. Potable Water	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	
3. Extension Needed:	
4. Location and Size of Nearest Water Main:	

B. Sanitary Sewer	
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1. In Ocoee Service Area:	No
2. City Capable of Serving Area:	
3. Extension Needed:	
4. Location and Size of Nearest Force Main:	
5. Annexation Agreement Needed:	

C. Other	
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1. Utility Easement Needed:	
2. Private Lift Station Needed:	
3. Well Protection Area Needed:	

VII. TRANSPORTATION	Anoch Whitfield, Zoning Manager
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1. Paved Access:	Yes – Whittier Avenue
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	

VIII. PRELIMINARY CONCURRENCY EVALUATION	
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A. Transportation:	
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B. Parks / Recreation:	
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C. Water / Sewer:	
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D. Stormwater:	
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E. Solid Waste:	
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F. Impact Fees:	
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IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Anoch Whitfield, Zoning Manager

**ORDINANCE NO. 2023-
(Annexation Ordinance for 413 Whittier Avenue –
Phat An Temple, Inc. Property)**

TAX PARCEL ID: 17-22-28-3624-01-150

**CASE NO. AX-01-23-02: 413 Whittier Avenue – Phat An Temple, Inc. Property
Annexation**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.16 ACRES LOCATED ON THE EAST SIDE OF WHITTIER AVENUE, BEGINNING APPROXIMATELY 325 FEET NORTH OF STATE ROAD 438, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.16 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on February 14, 2023, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2023

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2023
READ SECOND TIME AND ADOPTED
_____, 2023, UNDER AGENDA
ITEM NO. _____

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-3624-01-150

HILLCREST HEIGHTS M/98 LOT 15 BLK A

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2023-
(Rezoning Ordinance for 413 Whittier Avenue
– Phat An Temple, Inc. Property)**

TAX PARCEL ID: 17-22-28-3624-01-150

CASE NO. RZ-23-01-02: 413 Whittier Avenue – Phat An Temple, Inc. Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO CITY OF OCOEE R-1 (SINGLE FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.16 ACRES LOCATED ON THE EAST SIDE OF WHITTIER AVENUE, BEGINNING APPROXIMATELY 325 FEET NORTH OF STATE ROAD 438, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.16 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County R-1 to City of Ocoee R-1; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on February 14, 2023, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee

City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on April 18, 2023, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.16 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County R-1 to City of Ocoee R-1. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed and rescinded.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-3624-01-150

HILLCREST HEIGHTS M/98 LOT 15 BLK A

EXHIBIT "B"

LOCATION MAP



STAFF REPORT

Meeting Date: March 21, 2023
Item #: 10

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for 911 Marshall Farms Road - Surujlall Property - Annexation & Rezoning; Project No(s). AX-01-23-01 & RZ-23-01-01. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: Emma Surujlall

General Location: The property is located in Commission District 3 on the east side of Marshall Farms Road, beginning approximately 1,040 feet north of State Road 50.

Property Size and Parcel ID No.: The property contains approximately 2.22 acres and is assigned parcel identification number 19-22-28-0000-00-011.

Existing Site Conditions: The table below summarizes the existing conditions of the property.

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Commercial & Conservation (3.0 FAR Commercial) per JPA	A-1	Vacant with greater than 50% of site in Conservation	Wekiva Study Area/Conservation Area

The property is surrounded by the following: jurisdictions, Future Land Use Map designations, zoning districts and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	County	Commercial/Conservation per JPA	A-1	Vacant & Canal
South	County	Commercial/Conservation per JPA	A-1	Vacant
East	City	Conservation	C-3	Conservation Area
West	City	Commercial	C-3	Stormwater Pond

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject property.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains Commercial & Conservation per JPA)	City C-2	Office for truck hauling business with private service bay	Conventional C-2 standards

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on the west and east by the City's jurisdictional limits and, as such, is contiguous to the City. Annexation of the property does not create an enclave; instead, it furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation is consistent with the terms of the JPA Agreement. However, the requested C-2 zoning on the entire property is inconsistent with the JPA Future Land Use Map which designates greater than half (50%) of the eastern portion of the property as Conservation. Staff recommends a split zoning in order to protect the Conservation Area.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. However, the proposed C-2 zoning district is inconsistent with FLUE Policy 1.15 which stipulates that the City may assign an initial zoning after annexation in a manner that is consistent with both the Future Land Use Map and the JPA Agreement. Per the JPA Future Land Use Map and Figure 3a of the City of Ocoee Guide to the Wekiva Study Area Requirements, greater than half (50%) of the property is a designated and protected Conservation and Wetland Area.

FLUE Objective 5 and implementing Policies 5.1 through 5.13 as well as Conservation Element Objective 4 and implementing Policies 4.1 through 4.3 require the protection of natural resources, including conservation areas, floodplains and wetlands. Therefore, staff recommends limiting the requested C-2 zoning to only that front portion of the site (approximately 325 feet from the west property line) that is outside of the designated Conservation Area and classifying the remainder of the property as Unclassified in order to protect the Conservation Area.

Access: Access will continue to be via Marshall Farms Road.

Utilities: The property will connect to an existing 6" force main and 12" water main on the northwest side of Marshall Farms Road. The property owner/applicant has been advised that the water main is under pavement and that connection will require an MOT (maintenance of traffic) plan and road resurfacing following completion of the connection.

Transportation: No issues are anticipated as the property is currently designated Commercial on the Future Land Use Map, and no land use map amendment is proposed. The commercial portion of the property is planned for commercial uses.

Stormwater: Stormwater will be designed and engineered at the time of site plan review. Stormwater and drainage will not be permitted to impact existing designated Conservation Area.

Schools: N/A

Public Safety: Fire service is available within 0.7 miles of the property and can be provided within a five (5) minute response time at a 750 gpm water flow. Police service is available within 1.4 miles (Policy Patrol Zone 3) within an average 5-minute response time for non-emergency services.

An Annexation Feasibility & Public Facilities Analysis Report was completed for this property, and said report is attached.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for the Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) of the Surujlall property located at 911 Marshall Farms Road?

Recommendations:

Development Review Committee (DRC) Recommendation:

The Development Review Committee met on Tuesday, February 7, 2023, to consider the application for annexation and rezoning. Based on staff's review of the application per the requirements of the adopted Comprehensive Plan, Land Development Code and City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, the DRC made a recommendation of approval of the proposed Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) subject to the condition that the C-2 zoning classification is limited to only that front portion of the site (approximately 325 feet from the west property line) that is outside of the designated Conservation Area and the remainder of the property will be classified as Unclassified in order to protect the Conservation Area per FLUE Objective 5 and Conservation Element Objective 4 of the Comprehensive Plan and Figure 3a of the Wekiva Study Area Requirements.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission (PZC), acting as the Local Planning Agency (LPA), considered this item at its February 14, 2023 hearing and, finding no issues, made a recommendation of approval of the proposed Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) for the Surujlall Property located at 911 Marshall Farms Road subject to the condition that the C-2 zoning classification is limited to only that front portion of the site (approximately 325 feet from the west property line) that is outside of the designated Conservation Area and the remainder of the property will be classified as Unclassified in order to protect the Conservation Area per FLUE Objective 5 and Conservation Element Objective 4 of the Comprehensive Plan and Figure 3a of the Wekiva Study Area Requirements.

Staff Recommendation: Staff recommends that the City Commission approve ordinances for the Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) for the Surujlall Property located at 911 Marshall Farms Road subject to the condition that the C-2 zoning classification is limited to only that front portion of the site (approximately 325 feet from the west property line) that is outside of the designated Conservation Area and the remainder of the property will be classified as Unclassified in order to protect the Conservation Area per FLUE Objective 5 and Conservation Element Objective 4 of the Comprehensive Plan and Figure 3a of the Wekiva Study Area Requirements.

Attachments:

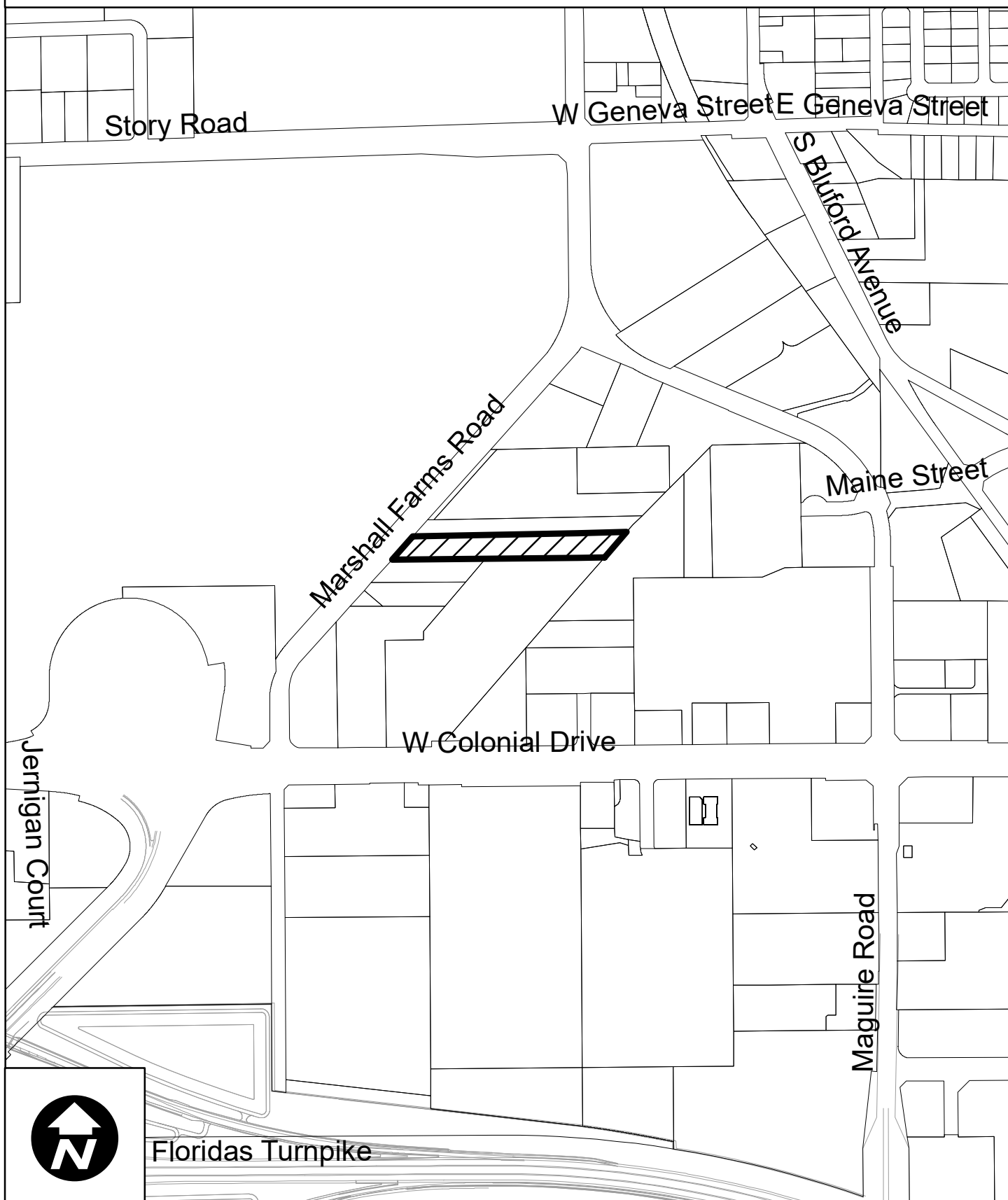
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Concept Plan
6. Annexation Ordinance
7. Rezoning Ordinance

Financial Impacts:

None

Type of Item: First Reading

911 Marshall Farms Road Location Map



911 Marshall Farms Road Location Map



911 Marshall Farms Road Surrounding Future Land Use Map



Development Services
Department

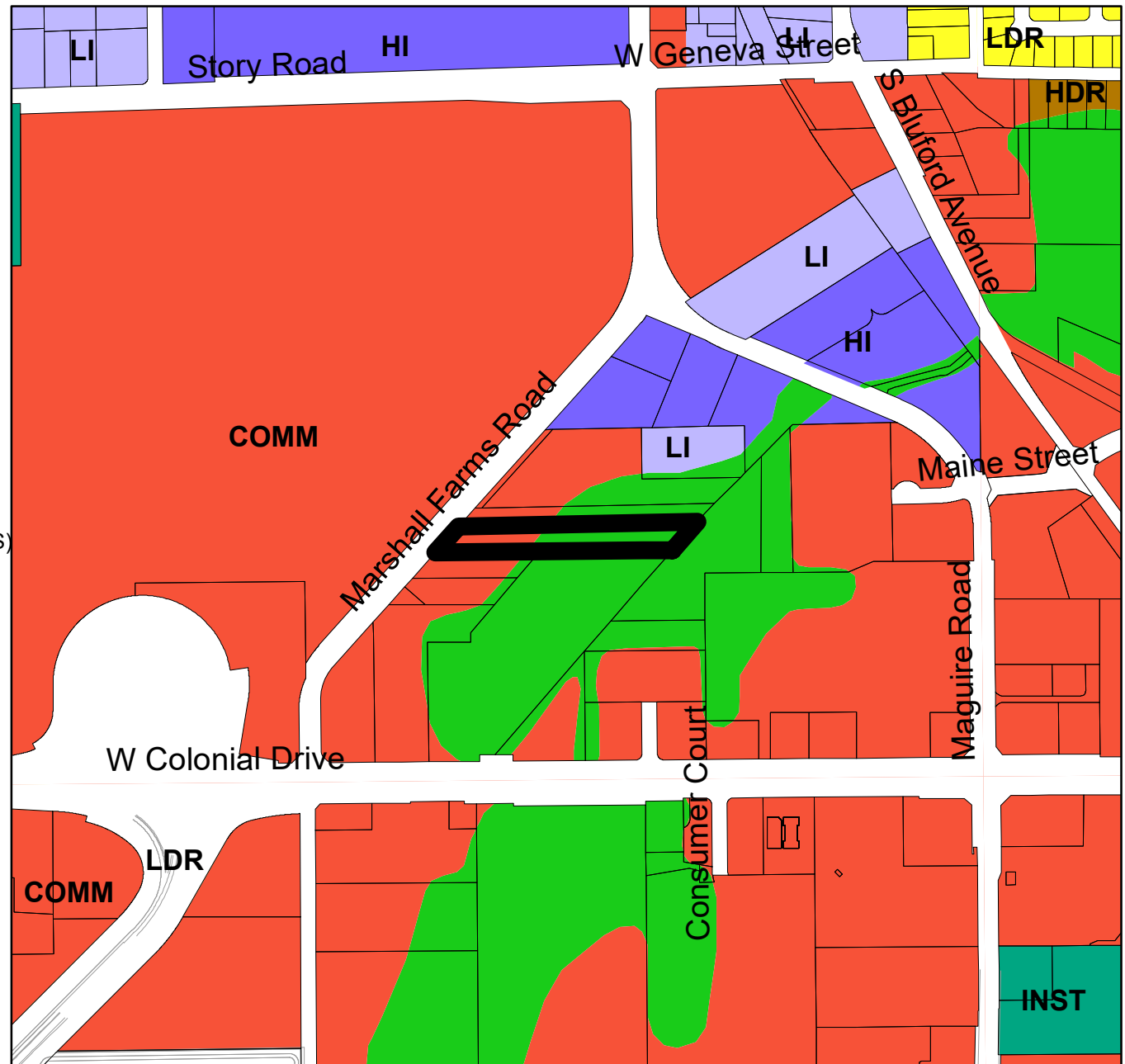
0 150 300 600
Feet

Created: January 2023

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



911 Marshall Farms Road Surrounding Zoning Map



Development Services
Department

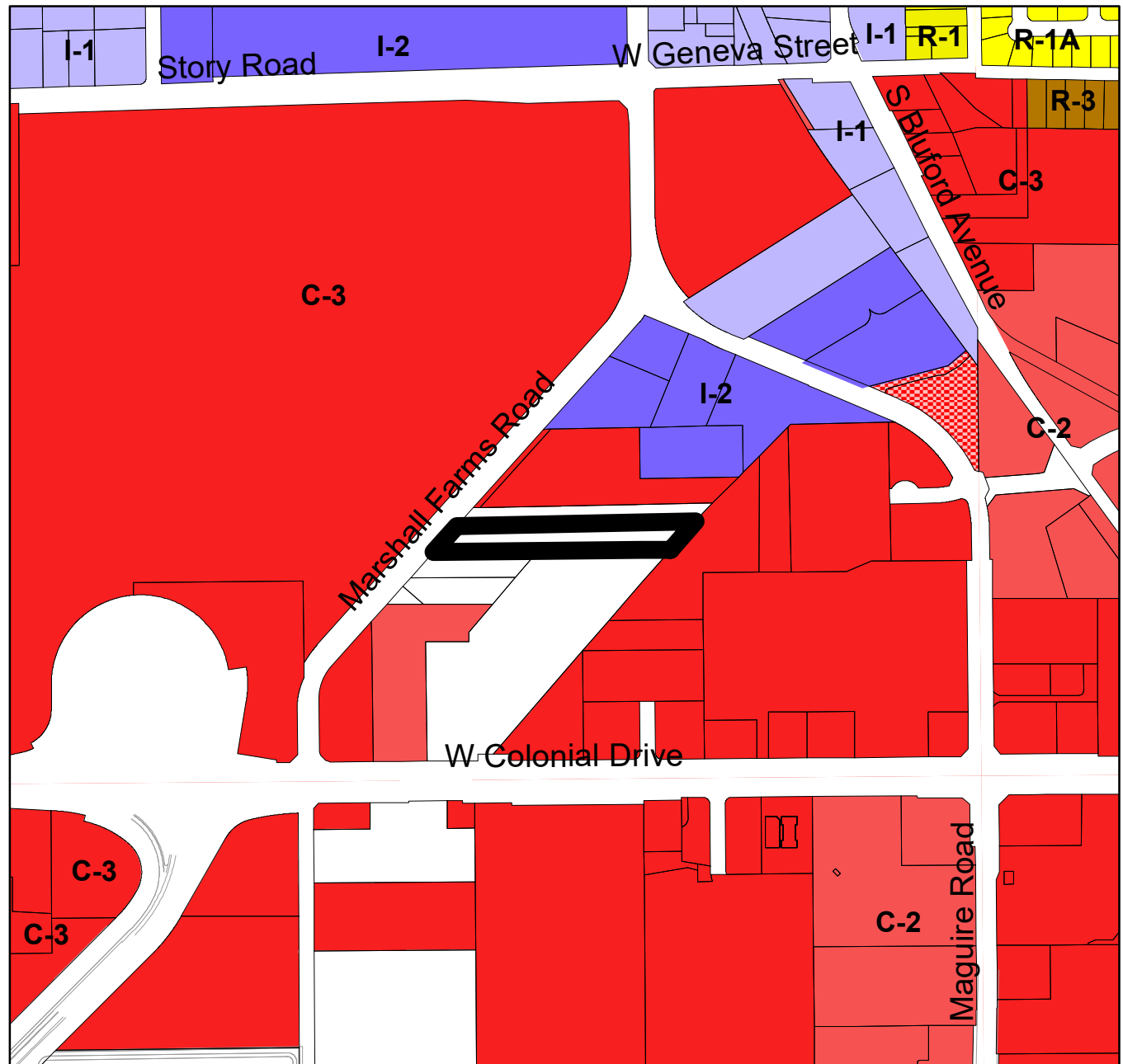
0 150 300 600
Feet

Created: January 2023

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



OPEN SPACE CALCULATIONS:		
	AREA S.F.	%
PERVIOUS	76,365.00	88.95
IMPERVIOUS	9,487.00	11.05
TOTAL	85,852.00	100.00

	AREA S.F.	%
BUILDING	2,400.00	02.80
DRIVEWAYS & PKG'S	7,087.00	08.25
OPEN SPACE	76,365.00	88.95
TOTAL	85,852.00	100.00

PARKING CALCULATIONS

- PARKINGS REQUIRETMENTS FOR THE GENERAL COMMERCIAL
- ONE BAY
THREE SPACE PER BAY
 - OFFICE = 372.00 SQ.FT
ONE SPACE FOR EVERY 300 SQ.FT
 $372.00/300.00 = 2$ SPACES
 - TOTAL PARKING REQUIRED = 5 SPACES
 - TOTAL PARKING PROPVIDED = 6 SPACES

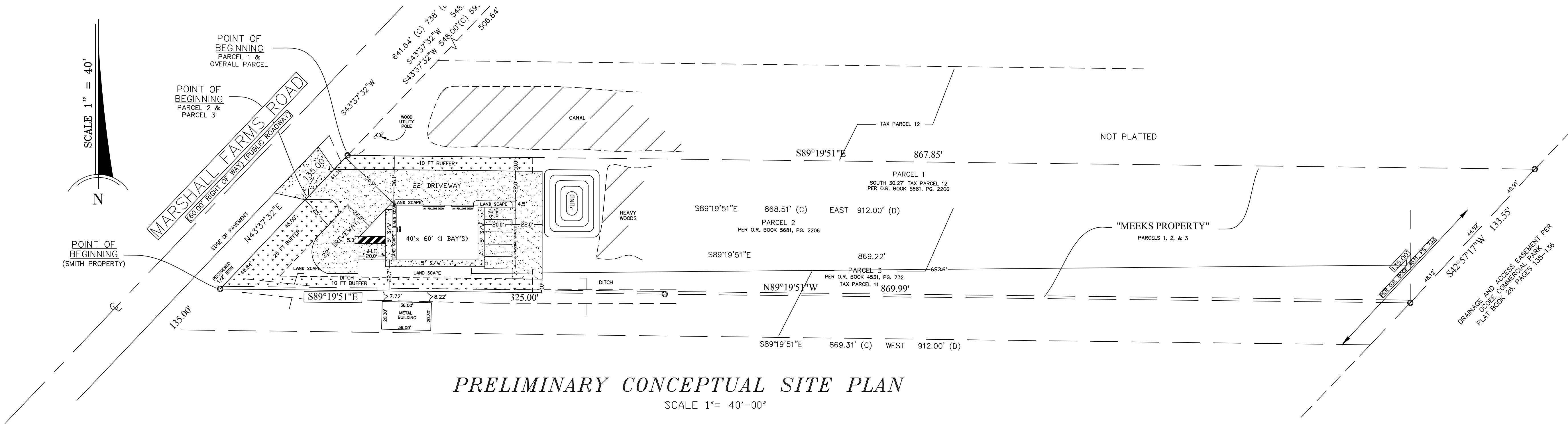
A. REGULAR PARKING = 5 SPACES
B. HANDYCAP PARKING = 1 SPACES
TOTAL ----- = 6 SPACES

SET BACK DATA

COMMERCIAL	REQUIRED	PROVIDED
WEST SIDE (FRONT)	25 FEET	47.3 FEET
SOUTH SIDE (SIDE)	10 FEET	36.1 FEET
NORTH SIDE (SIDE)	10 FEET	22.7 FEET
EAST SIDE (REAR)	20 FEET	683.6 FEET

LEGEND:

- DENOTES PROPOSED ASPHALT
 DENOTES PROPOSED CONC.



ENRIQUE A. TORRENS, P.E.
CIVIL ENGINEER
P.E. No. 33379
624 BUCKINGHAM DR.
DVIDEDD, FL 32765
eato@bellsouth.net

PROPOSED: COMMERCIAL BUILDING
911 MARSHALL FARMS RD
DCCDEE, FL 34787

SEAL:

DATE:
10/27/22

SCALE:
AS NOTED

REVISIONS:	PER						

SHEET NO:

C-3

**ORDINANCE NO. 2023-
(Annexation Ordinance for 911 Marshall Farms Road –
Surujlall Property)**

TAX PARCEL ID: 19-22-28-0000-00-011

CASE NO. AX-01-23-01: 911 Marshall Farms Road – Surujlall Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 2.22 ACRES LOCATED AT 911 MARSHALL FARMS ROAD ON THE EAST SIDE OF MARSHALL FARMS ROAD, BEGINNING APPROXIMATELY 1,040 FEET NORTH OF STATE ROAD 50, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 2.22 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on February 14, 2023, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2023

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2023
READ SECOND TIME AND ADOPTED
_____, 2023, UNDER AGENDA
ITEM NO. _____

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

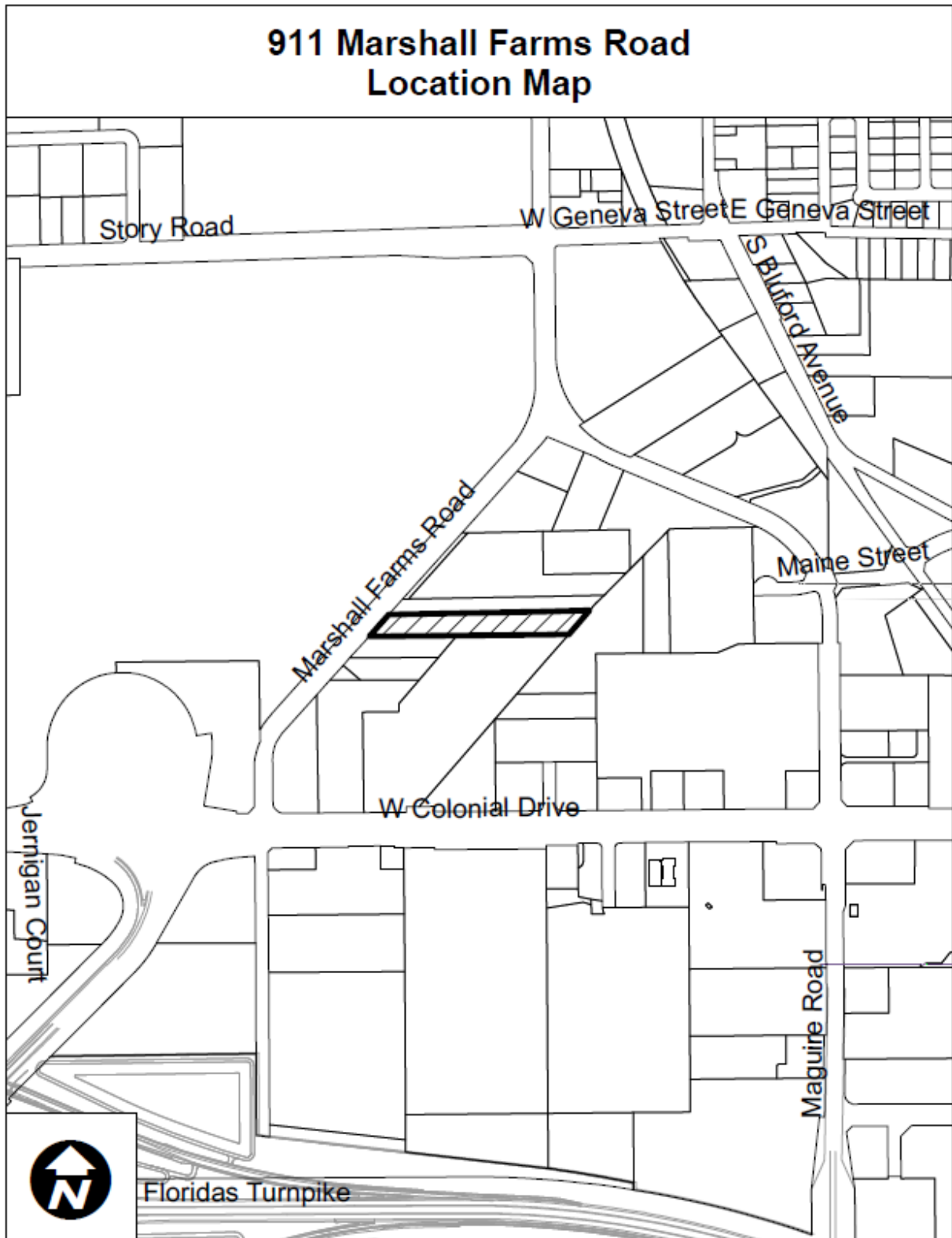
LEGAL DESCRIPTION

PARCEL ID NO.: 19-22-28-0000-00-011

COMM NW COR OR SW1/4 OF SE1/4 OF SEC 19-22-28 TH S89-19-51E 943.24 FT TO ELY
R/W MARSHALL FARMS RD TH S43-37-32W 506.64 FT FOR POB TH CONT S43-37-32W
135 FT S89-19-51E 869.99 FT N42-57-17E 133.55 FT N89-19-51W 867.85 FT TO POB

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2023-
(Rezoning Ordinance for 911 Marshall Farms Road
– Surujlall Property)**

TAX PARCEL ID: 19-22-28-0000-00-011

CASE NO. RZ-23-01-01: 911 Marshall Farms Road – Surujlall Property Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE C-2 (COMMUNITY COMMERCIAL DISTRICT) AND UNCLASSIFIED DISTRICT ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 2.22 ACRES LOCATED AT 911 MARSHALL FARMS ROAD ON THE EAST SIDE OF MARSHALL FARMS ROAD, BEGINNING APPROXIMATELY 1,040 FEET NORTH OF STATE ROAD 50, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 2.22 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) and Unclassified District; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on February 14, 2023, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in

the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on April 18, 2023, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 2.22 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) and Unclassified District. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed and rescinded.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**
this _____ day of _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 19-22-28-0000-00-011

COMM NW COR OR SW1/4 OF SE1/4 OF SEC 19-22-28 TH S89-19-51E 943.24 FT TO ELY
R/W MARSHALL FARMS RD TH S43-37-32W 506.64 FT FOR POB TH CONT S43-37-32W
135 FT S89-19-51E 869.99 FT N42-57-17E 133.55 FT N89-19-51W 867.85 FT TO POB

EXHIBIT "B"

LOCATION MAP

