



SEMINOLE COUNTY, FLORIDA

Development Review Committee

Meeting Agenda

Wednesday, March 6, 2024

9:00 AM

Room 3024 or hybrid TEAMS option

This meeting will be held In-Person and remotely on Teams. The public may email eplandesk@seminolecountyfl.gov to request a Teams link to attend in “listen only” mode. Items listed as “Comments Only” will not be discussed at the meeting.

DRC

9:00AM (TEAMS) VASANT VATIKA - FINAL ENGINEERING

[2024-0177](#)

Project Number: 24-55200002

Project Description: Proposed Final Engineering Plan for 37 single family residential lots on 6.48 acres in the PD Zoning District located on the south side of Center Dr, west of Bluestone Pl

Project Manager: Annie Sillaway (407) 665-7936
(asillaway@seminolecountyfl.gov)

Parcel ID: 10-21-30-5BQ-0000-0410

BCC District: 1-Dallari

Applicant: Suresh Gupta (407) 206-3462

Consultant: David Evans (407) 872-1515

Attachments: [APPLICATION](#)
[COMMENTS](#)

PRE- APPLICATIONS

**9:30AM (IN PERSON) SEMINOLE SCIENCE K-12 CHARTER SCHOOL -
PRE-APPLICATION**[**2024-0181**](#)**Project Number:** 24-80000015**Project Description:** Proposed Rezone from A-1/C-2 to PD for a charter school on 7.88 acres located on the corner of northwest corner of N US Hwy 17-92, and N Ronald Reagan Blvd**Project Manager:** Joy Giles (407) 665-7399 (jgiles@seminolecountyfl.gov)**Parcel ID:** 22-20-30-300-022F-0000**BCC District:** 4-Lockhart**Applicant:** Dr Akin Yalcin (407) 299-6595**Consultant:** Jeff Swisher (407) 427-1665**Attachments:** [APPLICATION](#)
[COMMENTS](#)**COMMENTS ONLY (NO MEETING SCHEDULED)****GENESIS HOME SUBDIVISION - PRELIMINARY SUBDIVISION PLAN**[**2024-0178**](#)**Project Number:** 24-55100001**Project Description:** Proposed Preliminary Subdivision Plan for 12 single family residential lots on 5.41 acres in the R-1AAA Zoning District located On the west side of Brooks Ln, north of Brooke Springs Ct**Project Manager:** Annie Sillaway (407) 665-7936
(asillaway@seminolecountyfl.gov)**Parcel ID:** 19-21-31-300-008B-0000**BCC District:** 1-Dallari**Applicant:** Rodolfo Sucre (407) 743-2754**Consultant:** Rodolfo Sucre (407) 743-2754**Attachments:** [APPLICATION](#)
[COMMENTS](#)**GALILEO EARLY LEARNING CENTER - PRE-APPLICATION**[**2024-0179**](#)**Project Number:** 24-80000014**Project Description:** Proposed Site Plan for a daycare/early learning center on 1.94 acres in the C-3 Zoning District located on the northeast corner of E SR 46 and Cameron Ave**Project Manager:** Joy Giles (407) 665-7399 (jgiles@seminolecountyfl.gov)**Parcel ID:** 33-19-31-300-1340-0000**BCC District:** 5-Herr**Applicant:** Randall Morris (407) 474-8234**Consultant:** Ben Buencamino (407) 322-6841**Attachments:** [APPLICATION](#)
[COMMENTS](#)

SR 46 CAR WASH - PRE-APPLICATION[2024-0180](#)**Project Number:** 24-80000012**Project Description:** Proposed Site Plan for an express car wash on 5.17 acres in the C-2 Zoning District located on the north side of W SR 46, east of Hickman Dr**Project Manager:** Annie Sillaway (407) 665-7936
(asillaway@seminolecountyfl.gov)**Parcel ID:** 29-19-30-300-0020-0000**BCC District:** 5-Herr**Applicant:** John Lapointe (813) 690-3759**Consultant:** N/A**Attachments:** [APPLICATION](#)
[COMMENTS](#)



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0177

Title:

9:00AM (TEAMS) VASANT VATIKA - FINAL ENGINEERING

Project Number: 24-55200002

Project Description: Proposed Final Engineering Plan for 37 single family residential lots on 6.48 acres in the PD Zoning District located on the south side of Center Dr, west of Bluestone Pl

Project Manager: Annie Sillaway (407) 665-7936 (asillaway@seminolecountyfl.gov)

Parcel ID: 10-21-30-5BQ-0000-0410

BCC District: 1-Dallari

Applicant: Suresh Gupta (407) 206-3462

Consultant: David Evans (407) 872-1515



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
 1101 EAST FIRST STREET, ROOM 2028
 SANFORD, FLORIDA 32771
 TELEPHONE: (407) 665-7371
 PLANDESK@SEMINOLECOUNTYFL.GOV

PROJ. #: 24-55200002

Received: 1/24/24

Paid: 2/6/24

SUBDIVISION

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

APPLICATION TYPES/FEES

Total Fee: \$2055 (see below)

<input type="checkbox"/> PRELIMINARY SUBDIVISION PLAN (PSP)	\$1,500.00 + \$15.00 PER LOT (\$3,500 MAX. FEE)
<input checked="" type="checkbox"/> FINAL ENGINEERING PLAN (FE)	\$4,000.00 + \$25.00 PER LOT (\$6,500 MAX. FEE)
<input type="checkbox"/> FINAL PLAT (FP)	\$1,500.00
<input type="checkbox"/> MINOR PLAT (RESIDENTIAL: MAX 4 LOTS – COMMERCIAL: MAX 2 LOTS)	\$1,500.00 + \$75.00 PER LOT (CREDIT OF \$110 GIVEN IF PRE-EVAL APPROVED WITHIN 1 YEAR)

PROPERTY

SUBDIVISION NAME: Hindu Senior Living Community - Vasant Vatika	
PARCEL ID #(S): 10-21-30-5BQ-0000-0410	
NUMBER OF LOTS: <u>37</u> <input checked="" type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> TOWNHOMES <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> OTHER	
ARE ANY TREES BEING REMOVED? <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, ATTACH COMPLETED ARBOR APPLICATION)	
WATER PROVIDER: Seminole County Utilities <u>Casselberry</u> SEWER PROVIDER: Seminole County Utilities	
ZONING: PD	FUTURE LAND USE: PD
TOTAL ACREAGE: 6.74 <u>6.48</u>	BCC DISTRICT: <u>1: Dallari</u>

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☒ UPLOAD ☐ NONE ☐

NAME: Suresh Gupta		COMPANY: Park Square Enterprises, LLC	
ADDRESS: 5200 Vineland Road Suite 200			
CITY: Orlando	STATE: FL	ZIP: 32811	
PHONE: 407-206-3462		EMAIL: ssharma@parksquarehomes.com	

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☒ NONE ☐

NAME: David Evans		COMPANY: Evans Engineering, Inc.	
ADDRESS: 719 Irma Ave			
CITY: Orlando	STATE: FL	ZIP: 32803	
PHONE: 407-872-1515		EMAIL: permitting@evansenginc.com	

OWNER(S)

NAME(S): Hindu Society of Central FL C/O Dev Sharma		
ADDRESS: 1994 E. Lake Dr		
CITY: Casselberry	STATE: FL	ZIP: 32707
PHONE: 407-529-3000	EMAIL:	

ATTACHMENT CHECKLIST**HARDCOPY SUBMITTAL**

- ☐ APPLICATION
- ☐ APPLICATION FEE
- ☐ CONCURRENCY APPLICATION AND FEE, IF APPLICABLE
- ☐ ARBOR APPLICATION (FINAL ENGINEERING ONLY)

E-PLAN UPLOAD

- ☐ DRAWINGS 24" x 36" (AS REQUIRED BY CHAPTER 35, PART 4 OF THE SCLDC)
- ☐ BOUNDARY SURVEY – SIGNED AND SEALED (FINAL/MINOR PLAT ONLY)
- ☐ SCALD - SCHOOL CAPACITY AVAILABILITY LETTER OF DETERMINATION (FINAL ENGINEERING ONLY)
- FROM SEMINOLE COUNTY PUBLIC SCHOOLS (REQUEST CURRENT CONTACT INFORMATION)
- ☐ DRAINAGE REPORT (FINAL ENGINEERING ONLY)
- ☐ FIRE FLOW REPORT (FINAL ENGINEERING ONLY)
- ☐ SOILS REPORT (FINAL ENGINEERING ONLY)
- ☐ ENVIRONMENTAL ASSESSMENT REPORT (FINAL ENGINEERING ONLY)
- ☐ TITLE OPINION (FINAL/MINOR PLAT ONLY)
- ☐ PLAT 20" x 24" (FINAL/MINOR PLAT ONLY)
- ☐ HOA DOCUMENTS/ARTICLES OF INCORPORATION (FINAL/MINOR PLAT ONLY)

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

- ☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issues and unexpired Certificate of Vesting or prior Concurrency determination as identified below:
(Please attach a copy of the Certificate of Vesting or Prior Test/Concurrency Notice.)

Vesting Certificate/Test Notice Number: _____ Date Issued: _____

- ☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

- ☐ I elect to defer the Concurrency Review determination for the above listed property until a point as late as Final Engineering submittal. (Minor Plat and Final Engineering require Concurrency Test Review). I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future.


SIGNATURE OF OWNER/AUTHORIZED AGENT

1/2/2024
DATE

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

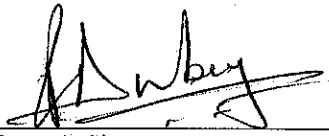
I, Promod Dubey (Hindu Society of Central FL) the owner of record for the following described property (Tax/Parcel ID Number) 10-21-30-5BQ-0000-0410 hereby designates Suresh Gupta (Park Square Enterprises, LLC) to act as my authorized agent for the filing of the & David Evans (Evans Engineering, Inc.) attached application(s) for:

<input checked="" type="checkbox"/> Arbor Permit	<input checked="" type="checkbox"/> Construction Revision	<input checked="" type="checkbox"/> Final Engineering	<input checked="" type="checkbox"/> Final Plat
<input type="checkbox"/> Future Land Use	<input type="checkbox"/> Lot Split/Reconfiguration	<input checked="" type="checkbox"/> Minor Plat	<input type="checkbox"/> Special Event
<input type="checkbox"/> Preliminary Sub. Plan	<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Special Exception	<input type="checkbox"/> Rezone
<input type="checkbox"/> Vacate	<input type="checkbox"/> Variance	<input type="checkbox"/> Temporary Use	<input type="checkbox"/> Other (please list):

OTHER: Saint Johns River Water Management District (SJRWMD) regulatory permits

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

Date 01/18/2024


Property Owner's Signature

PROMOD DUBEY
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF SEMINOLE

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared PROMOD DUBEY (property owner),
☐ by means of physical presence or ☐ online notarization; and ☒ who is personally known to me or ☒ who has produced DL D100-660-64-463-0 as identification, and who executed the foregoing instrument and sworn an oath on this 18th day of JANUARY, 2024.

Padma Bondugula
Notary Public





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

HINDU SOCIETY OF CENTRAL FLORIDA, INC.

Filing Information

Document Number	N21432
FEI/EIN Number	59-2873718
Date Filed	06/30/1987
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/14/1994

Principal Address

1994 LAKE DRIVE
CASSELBERRY, FL 32707

Changed: 04/26/1995

Mailing Address

1994 LAKE DRIVE
CASSELBERRY, FL 32707

Changed: 05/03/2004

Registered Agent Name & Address

Dubey, Promod
1994 LAKE DR
CASSELBERRY, FL 32707

Name Changed: 01/04/2024

Address Changed: 04/29/2009

Officer/Director Detail

Name & Address

Title President

Dubey, Promod, Dr.
1994 Lake Drive
Casselberry, FL 32707

Title VP

Reddy, Indrasen Kasi
1994 LAKE DRIVE.
CASSELBERRY, FL 32707

Title Secretary

Amin, Raju
1994 LAKE DRIVE
CASSELBERRY, FL 32707

Title Treasurer

Shah, Kamlesh
1994 LAKE DRIVE
CASSELBERRY, FL 32707

Annual Reports

Report Year	Filed Date
2022	03/15/2022
2023	04/09/2023
2024	01/04/2024

Document Images

01/04/2024 -- ANNUAL REPORT	View image in PDF format
04/09/2023 -- ANNUAL REPORT	View image in PDF format
03/15/2022 -- ANNUAL REPORT	View image in PDF format
01/26/2021 -- ANNUAL REPORT	View image in PDF format
04/15/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/05/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2018 -- ANNUAL REPORT	View image in PDF format
03/23/2017 -- ANNUAL REPORT	View image in PDF format
01/19/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
02/16/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
01/21/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
06/12/2008 -- ANNUAL REPORT	View image in PDF format
03/27/2007 -- ANNUAL REPORT	View image in PDF format
05/08/2006 -- ANNUAL REPORT	View image in PDF format

05/03/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
05/06/2002 -- ANNUAL REPORT	View image in PDF format
05/21/2001 -- ANNUAL REPORT	View image in PDF format
06/20/2000 -- ANNUAL REPORT	View image in PDF format
05/17/1999 -- ANNUAL REPORT	View image in PDF format
05/21/1998 -- ANNUAL REPORT	View image in PDF format
05/09/1997 -- ANNUAL REPORT	View image in PDF format
02/14/1996 -- ANNUAL REPORT	View image in PDF format
04/26/1995 -- ANNUAL REPORT	View image in PDF format
01/26/1995 -- ANNUAL REPORT	View image in PDF format



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
TELEPHONE: (407) 665-7371
PLANDESK@SEMINOLECOUNTYFL.GOV

PROJ. #: _____

ARBOR/LOGGING PERMIT

APPLICATION TYPE/FEE (SELECT ONE)

<input type="checkbox"/> ARBOR PERMIT	\$75/ACRE ROUNDED UP (\$500 MAX. FEE)
<input type="checkbox"/> LOGGING PERMIT	\$75/ACRE ROUNDED UP (\$500 MAX. FEE)
<input checked="" type="checkbox"/> FINAL ENGINEERING/SITE PLAN/SMALL SITE PLAN (CONCURRENT)	\$0 (ARBOR FEE INCLUDED W/ APPLICATION FEE)

NOTE: DEVELOPED SINGLE FAMILY LOTS OF 5 ACRES OR LESS DO NOT REQUIRE A PERMIT FOR TREE REMOVAL

APPLICANT/CONSULTANT

NAME: Suresh Gupta	COMPANY: Park Square Enterprises, LLC.
ADDRESS: 5200 Vineland Road Suite 200	
CITY: Orlando	STATE: FL ZIP: 32811
PHONE: 407-206-3462	EMAIL: permitting@evansenginc.com

PROJECT

PROJECT NAME OR ADDRESS: Hindu Senior Living - Vasant Vatika		
PARCEL ID #(S): 10-21-30-5BQ-0000-0410		
LOCATION(S) OF TREE(S): Throughout the site		
ACREAGE: 6.45	ZONING: PD	
TREE SPECIES: oak, pine, camphor, palm	SIZE: see plan	NUMBER TO BE REMOVED: 319
REASON FOR TREE REMOVAL: resident development		

REQUIRED ATTACHMENTS FOR REVIEW

<input checked="" type="checkbox"/> Application for tree removal (Arbor Permit)
<input checked="" type="checkbox"/> Written statement on reason for removal
<input type="checkbox"/> Tree preservation statement for tree protection during construction (if applicable)
<input checked="" type="checkbox"/> Site Plan


SIGNATURE OF OWNER/AUTHORIZED AGENT

1/2/2024
DATE

ADDITIONAL INFORMATION

Site Plan Requirements:

- Location of existing/proposed improvements and or structures
- Proposed changes in elevations, site grading or major contours
- Location of existing or proposed utility easements
- Location of all trees on site that is greater than 3" in diameter measured 4 ½" above the ground
- Designating the trees to be retained, removed, relocated, or replaced.
- Legend for trees to be removed
- Required mix of replacement trees: see Sec 60.22 Table Mix of Species
- Replacement stock: see Replacement Tree Species List sheet or Sec 60.23

Typical granting of Arbor Permits:

- Tree is located in buildable area or right-of-way where structure will go and/or it unreasonably restricts the permitted use of the property.
- Tree is diseased or injured, in danger of falling on pedestrians or endangering structure.
- Tree interferes with utility services or creates an unsafe visions clearance.
- Tree is diseased or infested, remove to prevent transmission of disease or infestation.
- Tree needs to be removed for agricultural purposes.

OFFICE USE ONLY

☐ **APPROVED** (PERMIT SHALL EXPIRE 1 YEAR FROM DATE OF APPROVAL)

☐ **DENIED**

CONDITIONS: _____

REPLACEMENT TREES REQUIRED: ☐ **YES** ☐ **NO** NUMBER OF REPLACEMENT TREES: _____

All replacement trees shall be 2" caliper and 8' height at time of planting and Florida Nursery grade Number 1. See Replacement Tree Species List sheet or Sec. 60.23 SCLDC for preferred tree species.

REVIEWED BY: _____ TITLE: _____

REVIEW DATE: _____ TELEPHONE NUMBER: (407) 665- _____

Property Record Card



Parcel 10-21-30-5BQ-0000-0410

Property Address 1910 CENTER DR CASSELBERRY, FL 32707

Parcel Location



Site View



1021305BQ00000410 01/14/2022

Parcel Information

Parcel	10-21-30-5BQ-0000-0410
Owner(s)	HINDU SOCIETY OF CENTRAL FLA
Property Address	1910 CENTER DR CASSELBERRY, FL 32707
Mailing	C/O DEV SHARMA 1994 E LAKE DR CASSELBERRY, FL 32707-4130
Subdivision Name	WATTS FARMS
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	01-SINGLE FAMILY
Exemptions	37-PARSONAGE(2012)
AG Classification	No

Value Summary

	2024 Working Values	2023 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	2	2
Depreciated Bldg Value	\$302,294	\$294,703
Depreciated EXFT Value	\$2,600	\$2,400
Land Value (Market)	\$333,000	\$333,000
Land Value Ag		
Just/Market Value	\$637,894	\$630,103
Portability Adj		
Save Our Homes Adj	\$0	\$0
Amendment 1 Adj	\$30,776	\$78,178
P&G Adj	\$0	\$0
Assessed Value	\$607,118	\$551,925

2023 Certified Tax Summary

2023 Tax Amount without Exemptions \$8,385.41 **2023 Tax Savings with Exemptions** \$8,385.41
2023 Tax Bill Amount \$0.00

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

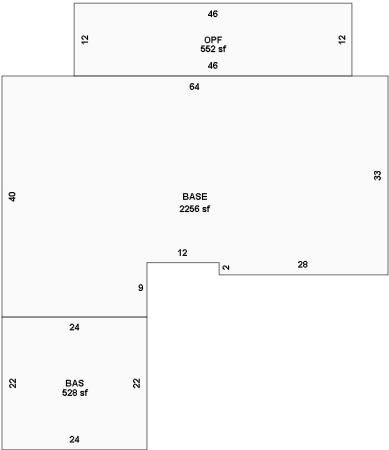
E 2/3 OF LOT 41 &
N 1/2 VAC ST ADJ ON S
WATTS FARMS
PB 6 PG 80

Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$607,118	\$607,118	\$0
SJWM(Saint Johns Water Management)	\$607,118	\$607,118	\$0
FIRE	\$607,118	\$607,118	\$0
COUNTY GENERAL FUND	\$607,118	\$607,118	\$0
Schools	\$637,894	\$637,894	\$0

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
SPECIAL WARRANTY DEED	03/01/2011	07537	1107	\$244,900	No	Improved
CERTIFICATE OF TITLE	10/01/2010	07458	0126	\$100	No	Improved
WARRANTY DEED	03/01/2006	06196	1500	\$760,000	Yes	Improved
WARRANTY DEED	10/01/1990	02236	0937	\$270,000	Yes	Improved
QUIT CLAIM DEED	06/01/1988	01966	0162	\$100	No	Improved
WARRANTY DEED	01/01/1977	01130	1004	\$13,000	No	Vacant

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
ACREAGE			6.66	\$50,000.00	\$333,000

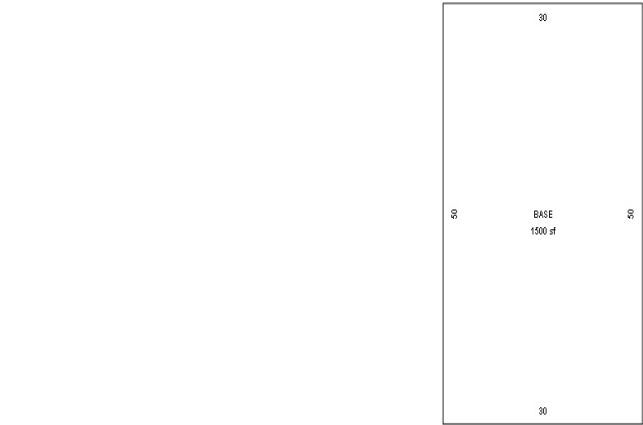
Building Information													
#	Description	Year Built**	Bed	Bath	Fixtures	Base Area	Total SF	Living SF	Ext Wall	Adj Value	Repl Value	Appendages	
1	SINGLE FAMILY	1985	4	2.0	6	2,256	3,336	2,784	BRICK	\$281,105	\$344,914	Description	Area
												OPEN PORCH FINISHED	552.00
												BASE	528.00



Building 1 - Page 1

** Year Built (Actual / Effective)

#	Description	Year Built**	Bed	Bath	Fixtures	Base Area	Total SF	Living SF	Ext Wall	Adj Value	Repl Value	Appendages
2	BARNS/SHEDS	1981				1,500	1,500	1,500	CONC BLOCK	\$21,189	\$27,165	<div> <div>Description</div> <div>Area</div> </div>



Sketch by Apex Media™

Building 2 - Page 1

** Year Built (Actual / Effective)

Permits					
Permit #	Description	Agency	Amount	CO Date	Permit Date
00189	10 X 14 STORAGE SHED	County	\$1,740		1/1/1999
05156	DRIVEWAY	County	\$0		7/1/1994
06612	DEMO POOL ONLY	County	\$800		8/15/2011
05354	REROOF	County	\$8,400		7/1/2011
06266	SCREEN ROOM EXISTING SLAB	County	\$4,635	10/16/1995	9/1/1995

Extra Features				
Description	Year Built	Units	Value	New Cost
FIREPLACE 1	11/01/1985	1	\$1,200	\$3,000
PATIO 2	11/01/1999	1	\$1,400	\$3,500

Zoning			
Zoning	Zoning Description	Future Land Use	Future Land Use Description
PD	Planned Development	PD	Planned Development

Utility Information								
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
21.00	DUKE	CENTURY LINK	CASSELBERRY	SEMINOLE COUNTY UTILITIES	TUE/FRI	TUE	NO SERVICE	Advanced Disposal

Political Representation				
Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 1 - Bob Dallari	Dist 7 - Cory Mills	Dist 38 - DAVID SMITH	Dist 10 - Jason Brodeur	60

School Information		
Elementary School District	Middle School District	High School District
Sterling Park	South Seminole	Lake Howell

*

2/06/24 SEMINOLE COUNTY GOVERNMENT - PROJECT FEES RECEIPT09:15:44
PROJ # 24-55200002 RECEIPT # 0037875
OWNER: HINDU SOCIETY OF CENTRAL FLA C
JOB ADDRESS: 1910 CENTER DR LOT #: 0410

FINAL SUBDIVISION	4925.00	4925.00	.00
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TOTAL FEES DUE.....: 4925.00

AMOUNT RECEIVED.....: 4925.00

* DEPOSITS NON-REFUNDABLE *
** THERE IS A PROCESSING FEE RETAINAGE FOR ALL REFUNDS **

COLLECTED BY: DRHR01	BALANCE DUE.....:	.00
CHECK NUMBER.....:	000000075977	
CASH/CHECK AMOUNTS...:	4925.00	
COLLECTED FROM:	PARK SQUARE ENTERPRISES	
DISTRIBUTION.....:	1 - COUNTY 2 - CUSTOMER 3 -	4 - FINANCE

SEMINOLE COUNTY GOVERNMENT
1101 EAST FIRST STREET, 2ND FLOOR, WEST WING
SANFORD, FLORIDA 32771

Comment Document – Initial Submittal

PROJECT NAME:	VASANT VATIKA - FINAL ENGINEERING PLAN	PROJ #: 24-55200002
APPLICATION FOR:	DR - SUBDIVISIONS FE	
APPLICATION DATE:	1/25/24	
RELATED NAMES:	EP DAVID EVANS	
PROJECT MANAGER:	ANNE SILLAWAY (407) 665-7936	
PARCEL ID NO.:	10-21-30-5BQ-0000-0410	
PROJECT DESCRIPTION	PROPOSED FINAL ENGINEERING PLAN FOR 37 SINGLE FAMILY RESIDENTIAL HOMES ON 6.48 ACRES IN THE PD ZONING DISTRICT ON THE SOUTH SIDE OF CENTER DR, WEST OF LAKE DR	
NO OF ACRES	6.48	
BCC DISTRICT	1: Bob Dallari	
CURRENT ZONING	PD	
LOCATION	ON THE SOUTH SIDE OF CENTER DR, WEST OF LAKE DR	
FUTURE LAND USE-	PD	
SEWER UTILITY	SEMINOLE COUNTY UTILITIES	
WATER UTILITY	CASSELBERRY	
APPLICANT:	CONSULTANT:	
SURESH GUPTA PARK SQUARE ENTERPRISES, LLC 5200 VINELAND RD STE 200 ORLANDO FL 32811 (407) 206-3462 SSHARMA@PARKSQUAREHOMES.COM	DAVID EVANS EVANS ENGINEERING INC 719 IRMA AVE ORLANDO FL 32803 (407) 872-1515 PERMITTING@EVANSENGINC.COM	

County staff members have reviewed the subject development project and offer the following comments. The comments below are a compilation of comments and markups from the ePlan review system. These items need responses with further information, data, explanation or revision of plans and documents before project approval.

Please itemize any and all revisions made to the development plan in addition to those made in response to staff comments; include a statement in your response to comments that no additional revisions have been made to the site plan beyond those stated.

For questions regarding the ePlan process, please consult the Electronic Plan Review Applicant User Guide <http://www.seminolecountyfl.gov/core/fileparse.php/3321/urlt/ePlanApplicantUserGuide.pdf>

See comments within the comment document for any fees due, as fees may be due for different aspects of your development project. Fees showing in ePlan reflect Planning & Development review or revision fees only.

State Permits that may be required:

FDOT, FDEP- UTILITIES, SJRWMD, ENVIRONMENTAL REPORTS, ARCHEOLOGICAL REPORTS, FDEP- ENVIRONMENTAL, SJRWMD- ENVIRONMENTAL, FFW, IF APPLICABLE.

AGENCY/DEPARTMENT COMMENTS

No.	REVIEWED BY	TYPE	STATUS
1.	Environmental - Impact Analysis	Seminole County is the Water and Sewer service provider for this project. Capacity reservation will be required.	Unresolved
2.	Environmental Services	On Sheet C1.0: Cover Sheet, please update our phone number to 407-665-2024.	Info Only
3.	Environmental Services	On the Demand Calcs document, please update the ERC factor for the single family and multi-family housing to 250 GPD for water demands as well as update the ERC factor for the single family and multi-family housing to 215 GPD for sewer demands. Please revise anticipated flow calculations and meter sizing calculations as needed. See Seminole County Administrative Code Section 20, Part 20.45, Exhibit A for reference on our latest ERC/GPD demand numbers.	Unresolved
4.	Environmental Services	On Sheet C5.0: Utility Plan, please callout the fire hydrant in front of the Brookwood Forest subdivision as a "PUBLIC FIRE HYDRANT ASSEMBLY".	Unresolved
5.	Environmental Services	On Sheet C5.0: Utility Plan, please update the callout for the 8" PVC water main connection to the following: WET TAP EXISTING 8" PVC WATER MAIN WITH 8"x8" TAPPING VALVE AND SLEEVE. Please show how the water main is proposed to maintain its minimum 3 ft horizontal separation around the storm water inlets. Callout all bends such as "45-DEGREE BEND". Please remove the 8" water main loop as it is not required and would unnecessarily increase the amount of water main that we would need to own and maintain. The 8" water main can terminate just after the last water meter (the water meter serving lot 37). The last meter can be relocated slightly more to the east to avoid having to bend the 8" water main around that last storm water inlet. Please provide an end of line blowoff with no future extension possible per Seminole County standard detail 218.	Unresolved
6.	Environmental Services	On Sheet C5.0: Utility Plan, each lot will be serviced by its own double potable water service. We require a minimum 3/4" domestic water meter and 3/4" irrigation water meter for each housing lot within a subdivision. Ensure the clubhouse water meter is sized appropriately (may require larger than a 3/4" depending on updated demands).	Unresolved

		Please show and callout the water meter and RPZ backflow preventer sizes for each lot (or update the legend for water meter sizes/RPZ backflow preventers per typical single water/double water service connection). Please show and callout the service saddle size for each water service connection off of the 8" potable water main. Please see Seminole County standard details 206, 208, and 210 for reference.	
7.	Environmental Services	On Sheet C5.0: Utility Plan, please callout the proposed utility easements.	Unresolved
8.	Environmental Services	On Sheet C5.0: Utility Plan, please update the existing manhole callout to specify it as a sanitary sewer manhole, not a storm water manhole. Our record drawings show what appears to be a stub out/plugged sewer main to the west of this existing manhole. If this is the case, a core drill may not be required, but field verification would be needed to confirm. Additionally, be advised that we have a 4" force main running along the north side of Center Drive that discharges into this sanitary sewer manhole as well. Please see the files "Brookwood Forest 2001" and "Wexham Court 2017" in the Resources folder on eplan for reference.	Unresolved
9.	Environmental Services	On Sheet C5.0: Utility Plan, update note 6 under the General Utility Notes to the following: ALL SINGLE SANITARY SEWER SERVICE LATERALS SHALL HAVE A MINIMUM SLOPE OF 2%. ALL DOUBLE SANITARY SEWER SERVICE LATERALS SHALL HAVE A MINIMUM SLOPE OF 1%.	Unresolved
10.	Environmental Services	On Sheet C7.0: Plan and Profile, ensure that the 8" water main maintains a minimum 3 ft of cover. Please note that the minimum slope for gravity 8" PVC sewer main is 0.40% but that it can be steeper to avoid an unnecessary drop connection such as at the sanitary sewer manhole SS-2 location.	Unresolved
11.	Environmental Services	On Sheets C12.0, C12.1, C12.2, and C12.3: Utility Details, please ADD the following Standard Details (SDs): SD 101, SD 104, SD 115, SD 215 (depending if fire hydrants are to be public instead of private, replacing SD 216), SD 218, and SD 302. Please REMOVE the following SDs: SD 110 and SD 221.	Unresolved
12.	Buffers and CPTED	Staff cannot approve the buffering until the landscaping and grading conflict has been resolved.	Unresolved
13.	Natural Resources	Please move the location of the silt fence to avoid existing remaining trees. The tree near the northeast corner and the trees on the south side of the lot are currently in the path of the silt fence. 008 C8.0 SWPP PLAN	Unresolved
14.	Natural Resources	Please revise the tree replacement table. According to the landscape materials list, a total of 414 replacement trees	Unresolved

		totaling 1406 replacement inches will be provided.	
15.	Natural Resources	Based on preliminary analysis, there may be endangered and threatened wildlife on the subject property. A threatened and endangered study along with a species of special concern survey will be required prior to final engineering or site plan approval. SCLDC 45.1(a)	Unresolved
16.	Planning and Development	***SUBMITTAL INFORMATION FOR "ALL" RESIDENTIAL PROJECTS*****: An Approved School Concurrency "SCALD" letter will be required at the time of the Final Plat process. All questions on School Concurrency should be directed to Jordan Smith at 407-320-0168 or smithjs@scps.k12.fl.us	Info Only
17.	Planning and Development	The Applicant must submit a revision of the Final Engineering Plans based upon staff review comments.	Info Only
18.	Planning and Development	The zoning classification on the property is PD and must be in compliance with the Developers Commitment Agreement (DCA) and the Development Order (DO), as well as the Final Development Plan and the Preliminary Subdivision Plan.	Info Only
19.	Planning and Development	On the Site Plan, please provide a lot table stating the lot numbers and lot area.	Unresolved
20.	Planning and Development	On the Site Plan, please provide the call out of the required landscape buffer widths.	Unresolved
21.	Planning and Development	On the irrigation plan, please show that one hundred (100) percent of the landscape areas are being irrigated. The irrigation plan shall include the radius of throw, valve and backflow preventor and the location of the controller and rain sensor device.	Unresolved
22.	Planning and Development	On the Site Plan at the time of Final Engineering, if the amenity center is detailed the Applicant doesn't need to apply for a seperate small site plan.	Unresolved
23.	Planning and Development	All signage will comply with the Seminole County Land Development Code Sec. 30.1243 (b) - Subdivision Sign.	Unresolved
24.	Planning and Development	Please provide a photometric plan.	Unresolved
25.	Planning and Development	On the Site Plan sheet, under the Site Data Table, please state the minimum living area.	Unresolved
26.	Planning and Development	On the Site Plan Sheet under the Site Data Table, please revise note #6 minimum lot size to include the minimum lot square footage.	Unresolved
27.	Planning and Development	On the Site Plan, all tracts need to be fully dimensioned, and the boundary lines need to be clearly defined.	Unresolved

28.	Planning and Development	On the Site Plan under the Site Data Table, please provide a complete net buildable calculation minus wetlands and floodplain.	Unresolved
29.	Planning and Development	On the boundary survey, please provide under the abbreviation section what SBL means.	Unresolved
30.	Planning and Development	On Site Plan, please show the number of feet for the vacation of South Drive, and the 15' SBL that is stated on the boundary survey.	Unresolved
31.	Planning and Development	On the Site Plan sheet C4-0, please provide the dimensions of all perimeter boundary lines.	Unresolved
32.	Planning and Development	Revise the title block on all sheets excluding the landscape and tree removal plans to state Final Engineering and the approved subdivision name (Vasant Vatika).	Unresolved
33.	Planning and Development	The Final Engineering Plans will not be approved until the Final Development Plan has been approved.	Info Only
34.	Planning and Development	Consider revising as follows: Please provide a note on the Site Plan Sheet under the "NOTES" table as follows: All development will comply with Development Order #14-20500022 and Developer's Commitment Agreement #22-20500021.	Unresolved
35.	Planning and Development	A playground is being called out in Tract A in the Greenspace area. This is a 55+ community would the residents want something else provided to them since kids will not be living in the community?	Unresolved
36.	Planning and Development	On the Site Plan sheet, please revise greenspace labels to state open space.	Unresolved
37.	Planning and Development	Per the Planning Manager (Mary Moskowitz) the Landscape Buffer can be inside the six (6) foot retaining wall.	Info Only
38.	Planning and Development	Please place a call out on the Site Plan sheet and the Landscape Plan to show the location of where the six (6) foot high solid wall that is being placed along the east, west, and south boundary lines.	Unresolved
39.	Planning and Development	On the Site Plan sheet, please clearly define and dimension the fifteen (15) foot landscape buffer along Lots 1-14 as well as Tract B and Tract C, as well as the ten (10) foot drainage easement.	Unresolved
40.	Planning and Development	Based on the MDP compared to the Final Engineering Plan there was a deletion of flood area. It doesn't appear that a letter of map revision was submitted during past reviews. Please provide the letter of map revision.	Unresolved
41.	Planning and Development	On the Site Plan sheet, please show the floodplain area that is shown on the grading and drainage plan.	Unresolved

42.	Planning and Development	On the Site Plan sheet, please show where the proposed driveways will be located on each lot.	Unresolved
43.	Public Safety - Addressing	(STREET SIGN/NAME) Approved street name VIDYA COURT has been placed on a reserved street name list and will be held until the project is approved or recorded. Prior to approval, the approved street names are required to be labeled on final Engineering Plans and Recorded plats. Once the project has been approved or recorded, the unused street names will be deleted from the list. If the plan approval expires, the street names shall require additional review and approval at the time of re-submittal. (Addressing Policy)	Info Only
44.	Public Safety - Addressing	(STREET SIGN/NAME) Do not abbreviate street name designations on the Final Engineering and the Final Plat. The street designations are required to be abbreviated on the street signs. The approved street name designations and their proper abbreviations are as follows: Court (CT)	Info Only
45.	Public Safety - Addressing	(PLAT) Subdivisions will be pre-addressed within (14) working days after recording the plat in the public records. Until the plat is recorded any addresses associated to the project are subject to change. SCLDC 90.5.6 (d). You are welcome to email: addressing@seminolecountyfl.gov a copy of the recorded plat, with the plat book and page number inscribed and we may be able to release addresses sooner provided, the fees have been paid.	Info Only
46.	Public Safety - Addressing	(ADDRESS ASSIGNMENT) The existing address on the property, parcel 10-21-30-5BQ-0000-0410 is 1910 Center DR Casselberry, FL 32707. Please contact the E911 Administration, Addressing Office by email: addressing@seminolecountyfl.gov after demolition of the structure and we will remove the address from our database.	Info Only
47.	Public Safety - Addressing	(Development Name) The subdivision name Vasant Vatika, has been approved for use. The approved name shall be the only conspicuous name posted or advertised on signage and shall also be the title on the proposed plat. Following approval of the site or final engineering plan, the applicant shall have one (1) year to commence construction. If no site construction has commenced within (1) one year, the project is considered expired and any approved development name, including street names, that have been reserved, will be removed from the reserve list and considered void. (90.10(b)(c)(e)), (177.051)	Info Only
48.	Public Safety - Addressing	(Subdivision Plats) The addressing fee for 37 Residences, 1 Club House, and 1 Entry Address is \$590.00. Prior to the final approval of the plat and recording, the addressing fee shall be paid. Payment can be made via credit card online, through our website at	Info Only

		https://internet2.seminolecountyfl.gov:6443/Address911WebPayment/ . Payment can be made via credit card online, through our website at https://internet2.seminolecountyfl.gov:6443/Address911WebPayment/ . You may also make payment via check or money order payable to Seminole County, either in person or by mail to: Seminole County Addressing Section, 3rd floor. Attn. Amy Curtis 150 Eslinger Way Sanford, FL 32773. In person payments accepted by appointment only. Please call 407-665-5045, 407-665-5191, 407-665-5190 or email addressing@seminolecountyfl.gov (Addressing Policy)	
49.	Public Safety - Addressing	911 Addressing does not need to review building permits for fences or walls. Therefore, these potential items should be discussed with the Developer, on which parcels the fence or wall work will be done. It is suggested to contact the Building Division prior to submitting your permit at 407-665-7050, as the Building Division will determine how many permits are required for each affected parcel. The Information Kiosk web map found at the following link may be helpful. https://www.seminolecountyfl.gov/departments-services/information-services/gis-geographic-information-systems/ . The maps direct link is: https://seminolegis.maps.arcgis.com/apps/webappviewer/index.html?id=668252d321334112be7534024b972bc6 . Please forward this comment to the home builder & potential contractors.	Info Only
50.	Public Safety - Addressing	The plans are labeled with an incorrect Development Name. Please correct all the plan pages which are incorrectly labeled to the correct Development Name: Vasant Vatika	Unresolved
51.	Public Safety - Addressing	Sheet 001 C1.0 Coversheet titled with an incorrect Development Name, please correct the Development Name to Vasant Vatika, also please remove the address 1910 Center DR Casselberry, FL 32707 as the address will no longer be valid once the development has occurred.	Unresolved
52.	Public Safety - Fire Marshal	No parking signage and yellow striping shall be provided for fire hydrants per NFPA 1-18.2.3.6.1 - 2021 8TH Edition.	Info Only
53.	Public Safety – Fire Marshal	Please clarify location of fire hydrants as they appear to be proposed in front of the driveways. Make sure fire hydrant spacing meets the requirements of NPFA 1, Section 18.5 for distance between hydrants and maximum distance to the closest point on the buildings.	Unresolved
54.	Public Safety – Fire Marshal	Additional comments may be generated based on resubmittal.	Unresolved
55.	Public Works - Engineering	The survey and plans are required to be NAVD88. Please update and revise all.	Unresolved

56.	Public Works - Engineering	The limits of the mill and resurface are not sufficient. Please mill and resurface the entire road where the work is being done. There is a portion of the area to be open cut for the drainage that is not clear why the drainage pipe is shown to be installed there. Please move the drainage pipe out of the Road unless there is no other option. This may reduce the need for some milling.	Unresolved
57.	Public Works - Engineering	Additional erosion protection is needed on Center Drive including silt fence and inlet protection to the east.	Unresolved
58.	Public Works - Engineering	The entrance gate keypad is too close to the road. The gate keypad needs to be as far into the site as reasonably possible. 80' Minimum.	Unresolved
59.	Public Works - Engineering	Please show the seasonal high-water table in the profile. Be sure that the seasonal high-water table meets separation requirements. Based on the geotechnical report it does not seem there is enough separation from the water table and the base of the road.	Unresolved
60.	Public Works - Engineering	Please show the structure number for reference in the plan view of the plan and profile.	Unresolved
61.	Public Works - Engineering	Provide a scale on all plan view sheets. This includes the grading and drainage sheets.	Unresolved
62.	Public Works - Engineering	Please verify the finished floor elevation for lots 9-12. They do not seem to work with the grade of the road.	Unresolved
63.	Public Works - Engineering	Please label all structure types. Be sure to specify size and type of yard drain tops.	Unresolved
64.	Public Works - Engineering	Provide sections on the rear property lines at critical and where the grading is different. Note on the west property line there is a bypass swale and a collection swale next to each other. Clearly show how they can be installed without taking drainage from the wrong area. Sections S-1 and S-2 are not sufficient.	Unresolved
65.	Public Works - Engineering	Please verify all pipe sizes as readily available. A 27" RCP is not a common size. Provide documentation of this as a readily available size.	Unresolved
66.	Public Works - Engineering	County Minimum Pipe size is 15". Staff would want the bypass pipe as the minimum 15". Provide hydraulic analysis for all pipe runs Clearly show that the yard drains and 12" piping can handle the flows. This would include impervious of pools and decks.	Unresolved
67.	Public Works - Engineering	There is substantial landscape shown in the area that the rear yard swales and inlets are located. Please clearly	Unresolved

		show that the landscaping can be installed without impacting the swales and inlets.	
68.	Public Works - Engineering	Please show a rear yard drainage easement sized per County Requirements over all pipes and swales. (15' minimum and larger based on depth.)	Unresolved
69.	Public Works - Engineering	Please add the Standard plat language that there is a 5' drainage easement required on all lot lines and no equipment can be placed in the drainage easement.	Unresolved
70.	Public Works - Engineering	There appear to be a section of offsite drainage along Center Drive that may be blocked by the type "F" curb. Please verify and address this drainage. Note that the existing road may not be able to be widened as shown. A standard centerline crown section is required. Clearly show this and add notes how this will be attained.	Unresolved
71.	Public Works - Engineering	The rear-yard yard drains will discharge off-site in the 25-year and 100-year design storms. Please revise so that the ponds will not discharge off-site in either storm.	Unresolved
72.	Public Works - Engineering	Based on the survey the 100-year flood seems to cross the property if the 100-year flood elevation is correct. However, Staff does not believe that this is the correct elevation without your independent modeling. Please provide the modeled 100-year flood elevation. Please more clearly show the flood elevation once determined. Note, Staff believes even with the survey shown that the flood elevation goes across the site. Either get additional survey showing a definite ridge that will not be breached or model all area across the property below the flood elevation as impacts to the flood zone.	Unresolved
73.	Public Works - Engineering	Provide additional details for the impervious calculations. please breakdown the units etc.	Unresolved
74.	Public Works - Engineering	There are concerns with the outfall flows. There are more than 1 development going to the 36" pipe. Staff has concerns with the overall flows. Please provide modeling that shows that the pipe system can handle the flows and or substantially reduce those flows so that the pipe can handle the additional flows being sent to that pipe.	Unresolved
75.	Public Works - Engineering	Due to the number and nature of the comments, additional comments may be generated on resubmittal.	Unresolved
76.	Public Works - Engineering	Staff has concerns with the pre-development CN used. I would call most of the site woods in good condition and the yard would be grass good condition. Please revise accordingly.	Unresolved
77.	Public Works - Engineering	Please verify that the inlet locations do not block the driveways.	Unresolved
78.	Public Works - Engineering	There appears to be an errant slope on the road around station 6+00+/- (1.14%) when the road seems to be less	Unresolved

		slope. Please verify and adjust accordingly.	
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AGENCY/DEPARTMENT MARK UP COMMENTS

Comments within this section of the comdoc are from mark-ups on the individual plan sheets or documents in the ePlan system that correspond with the file identified in column "File Name".

79.	Planning and Development	On the coversheet, please delete the subdivision name, "Hindu Senior Living Community. Please revise to only state the subdivision name as "Vasant Vatika".	Unresolved
80.	Planning and Development	On the coversheet, please revise "Final Construction Plan" to state "Final Engineering Plan".	Unresolved
81.	Planning and Development	On the Cover page, please revise the sheet list to include the landscape pages, hardscape pages, and irrigation sheets done by others.	Unresolved
82.	Planning and Development	On the Site Plan sheet, please remove the boundary line.	Unresolved
83.	Planning and Development	On the Site Plan sheet, please place a label stating, "West Buffer Tract A".	Unresolved
84.	Planning and Development	On the Site Plan sheet, please clearly dimensions of the ten (10) foot wall & drainage (plat) shown along the eastern portion of the site.	Unresolved

AGENCY/DEPARTMENT EFORM COMMENTS AND PROJECT STATUS

This section shows the reviewers of this project from the various County agencies. It may also include additional comments for review and response.

DEPARTMENT	STATUS	REVIEWER
Planning and Development	Corrections Required	Annie Sillaway
Public Safety - Addressing	Corrections Required	Tiffany Owens
Public Safety - Fire Marshal	Approved	Brenda Paz
Buffers and CPTED	Approved	Maya Athanas
Public Works - Impact Analysis	No Review Required	William Wharton
Environmental - Impact Analysis	Corrections Required	Becky Noggle
Environmental Services	Corrections Required	James Van Alstine
Natural Resources	Corrections Required	Sarah Harttung
Building Division	No Review Required	Jay Hamm
Public Works - Engineering	Corrections Required	Jim Potter

The next submittal, as required below, will be your:

☒ 1st RESUBMITTAL

DATE	RESUBMITTAL FEE DUE	ROUTE TO THESE STAFF MEMBERS FOR FURTHER REVIEW:
2/28/24	The application fee allows for the initial submittal plus two resubmittals. <i>Note: No resubmittal fee for small site plan</i>	Jim, Annie, Sarah, Tiffany, Becky, James
<p>The initial application fee allows for the initial submittal review plus two resubmittal reviews. For the fourth review and each subsequent review, the resubmittal fees are as follows:</p> <p>Major Review (3+ reviewers remaining) – 50% of original application fee</p> <p>Minor Review (1-2 reviewers remaining) – 25% of original application fee</p> <p>Summary of Fees: http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/fee-information/fee-summary.stml</p> <p>NOTE: Other fees may be due. See comments for any additional fees due for your development project. (example: Addressing fee)</p>		

Upon completion of your plan review process, Planning and Development staff must authorize and stamp plans for construction use. Once you receive an approval letter from Seminole County, the site contractor must contact Seminole County Planning and Development Inspections to schedule a pre-construction conference prior to the start of any site work. Upon issuance of the site permit, your approved drawings and/or documents will be released to you through the ePlan System. For questions regarding this process, please consult the Electronic Plan Review Applicant User Guide <http://www.seminolecountyfl.gov/core/fileparse.php/3321/urlt/ePlanApplicantUserGuide.pdf>

Cities:

Altamonte Springs	(407) 571-8000	www.altamonte.org
Casselberry	(407) 262-7700	www.casselberry.org
Lake Mary	(407) 585-1449	www.lakemaryfl.com
Longwood	(407) 260-3440	www.longwoodfl.org
Oviedo	(407) 971-5555	www.cityofoviedo.net
Sanford	(407) 688-5000	www.sanfordfl.gov
Winter Springs	(407) 327-1800	www.winterspringsfl.org

Other Agencies:

Florida Dept of Transportation	FDOT	www.dot.state.fl.us
Florida Dept of Enviro Protection	FDEP (407) 897-4100	www.dep.state.fl.us
St. Johns River Water Mgmt Dist	SJRWMD (407) 659-4800	www.sjrwmd.com
Health Department	Septic (407) 665-3621	

Other Resources:

Flood Prone Areas www.seminolecountyfl.gov/gm/building/flood/index.aspx



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0181

Title:

9:30AM (IN PERSON) SEMINOLE SCIENCE K-12 CHARTER SCHOOL - PRE-APPLICATION

Project Number: 24-80000015

Project Description: Proposed Rezone from A-1/C-2 to PD for a charter school on 7.88 acres located on the corner of northwest corner of N US Hwy 17-92, and N Ronald Reagan Blvd

Project Manager: Joy Giles (407) 665-7399 (jgiles@seminolecountyfl.gov)

Parcel ID: 22-20-30-300-022F-0000

BCC District: 4-Lockhart

Applicant: Dr Akin Yalcin (407) 299-6595

Consultant: Jeff Swisher (407) 427-1665



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
TELEPHONE: (407) 665-7371
PLANDESK@SEMINOLECOUNTYFL.GOV

PROJ. #: 24-80000015
PM: Joy
REC'D: 2/15/24

PRE-APPLICATION

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

APPLICATION FEE

☐ **PRE-APPLICATION** \$50.00*
(*DEDUCTED FROM APPLICATION FEE FOR REZONE, LAND USE AMENDMENT, SUBDIVISION, SITE PLAN, OR SPECIAL EXCEPTION)

PROJECT

PROJECT NAME: SEMINOLE SCIENCE K-12 CHARTER SCHOOL
PARCEL ID #(S): 22-20-30-300-022F-0000, 22-20-30-513-0000-0020 and ~~22-20-30-300-022F-0000~~
TOTAL ACREAGE: 7.88 BCC DISTRICT: 4-LOCKHART
ZONING: A-1 / C-2 FUTURE LAND USE: LDR / MXD

APPLICANT

NAME: Dr. Akin Yalcin COMPANY: Discovery Education Holdings, LLC
ADDRESS: 2600 Technology Drive
CITY: Orlando STATE: FL ZIP: 32804
PHONE: (407) 299-6595 ext 3 EMAIL: akin@orlandoscience.org

CONSULTANT

NAME: Jeff Swisher COMPANY: Kimley-Horn
ADDRESS: 200 South Orange Ave Suite 600
CITY: Orlando STATE: FL ZIP: 32801
PHONE: 407-427-1665 EMAIL: jeff.swisher@kimley-horn.com

PROPOSED DEVELOPMENT

Brief description of proposed development: Develop a 2-floor, 70,000+/- sf K-12 STEM Charter School

☐ SUBDIVISION ☐ LAND USE AMENDMENT ☒ REZONE ☐ SITE PLAN ☐ SPECIAL EXCEPTION

STAFF USE ONLY

COMMENTS DUE: 2/23 COM DOC DUE: 2/29 DRC MEETING: 3/6

☐ PROPERTY APPRAISER SHEET ☐ PRIOR REVIEWS:

ZONING: A-1/C-1 FLU: MXD/COM LOCATION: corner of N US Hwy 17-92, and N Ronald Reagan Blvd
W/S: City of Lake Mary BCC: 4: Lockhart

Seminole Science Charter School

Applicant's Request: The applicant is proposing construction of a 2-floor 6-12 STEM charter school.

Project Description:

The applicant is requesting to establish a 6-12 STEM public charter school in a currently unoccupied ±8.42 acres (Parcel ID #22-20-30-513-0000-0020, 22-20-30-300-022F-0000, 22-20-30-300-0160-0000 & 22-20-30-300-0150-0000). Three of the four parcels lie within Seminole County jurisdiction. The smaller eastern 0.61 Ac parcel adjacent to the existing school is within the City of Lake Mary jurisdiction which we are seeking to annex it into Seminole County. The subject site has a Low Density Residential (LDR) Future Land Use and a Mixed Development (MXD) Future Land Use designation with C-1 and A-1 (Agriculture) zoning. The property also lies within the City of Lake Mary utility service area, however, no City of Lake Mary utilities are within the area. Water and sewer are provided by Seminole County along Ronald Regan Blvd and in December of 2022, the City of Lake Mary granted permission to Seminole County to serve this project for utilities. A copy of this letter was provided to Seminole County but can be provided again upon request.

The school will be operated by Seminole Science Charter School which is currently operating in the adjacent building located at 3580 N. US Hwy. 17-92, Lake Mary, FL 32746. The school has a "High Performing Charter School" designation from Florida Department of Education. The school currently serves 530 students at the maximum capacity and has 2000 prospective students on the waitlist.

The proposed development is a 2-floor, approximately 81,000 SF STEM charter school facility with a 45,000 SF building footprint to serve 1100 students in 6th through 8th grade. The facility will have a gym, cafeteria, STEM Labs, a robotics room, and a performing art space in addition to classrooms and offices. The applicant is proposing to recruit and admit up to 600 additional students in the first year of the school operation. Thereafter the applicant is proposing to increase number of students to maximum occupancy capacity of the school building. The project will provide STEM education choices to the families and students of Seminole County. It will also expand the athletics programs to the existing and new campus students. The project will generate about 70- 75 permanent jobs and about \$15,000,000 in construction projects.

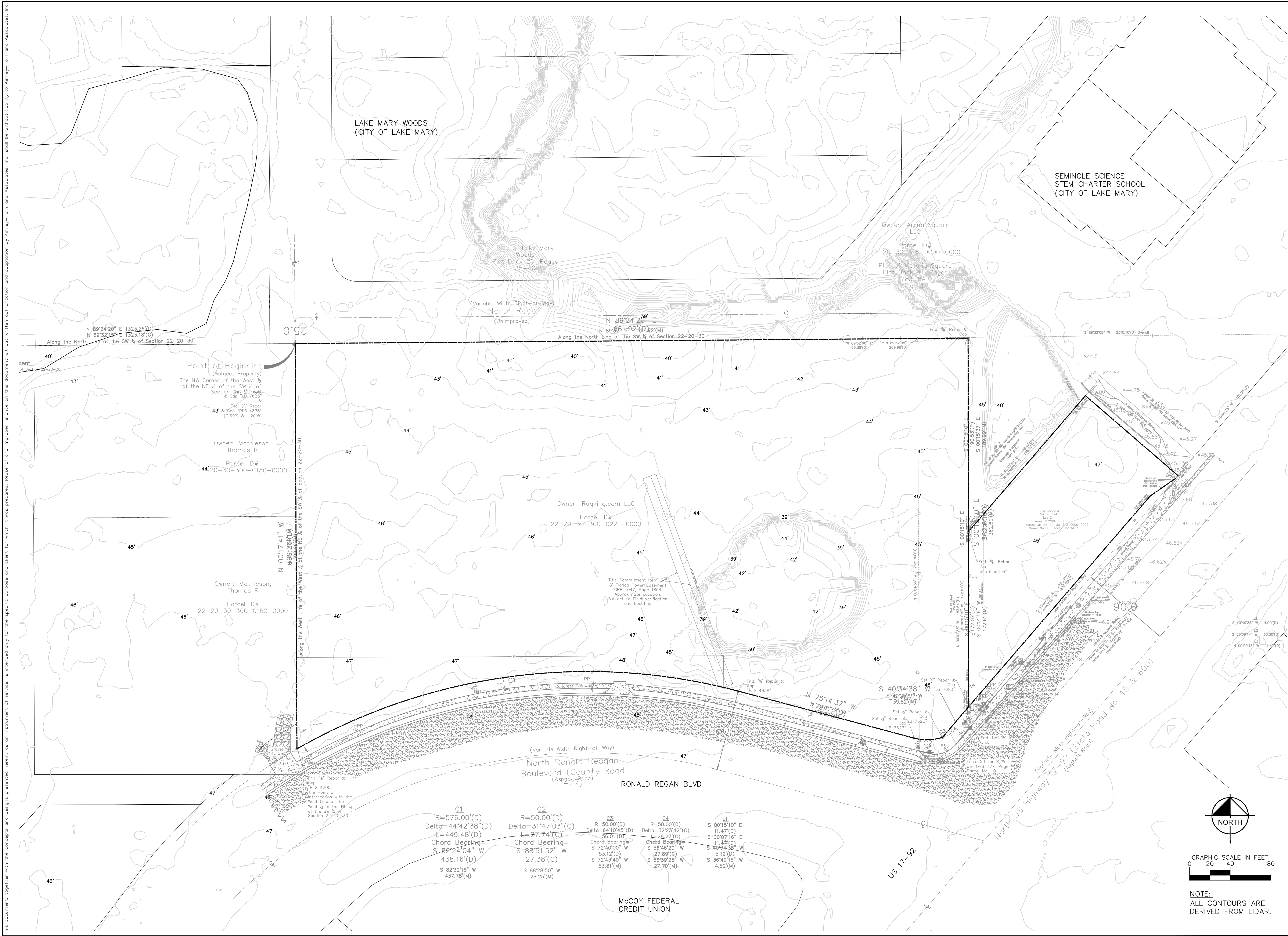
The applicant plans for occupancy in August 2025.

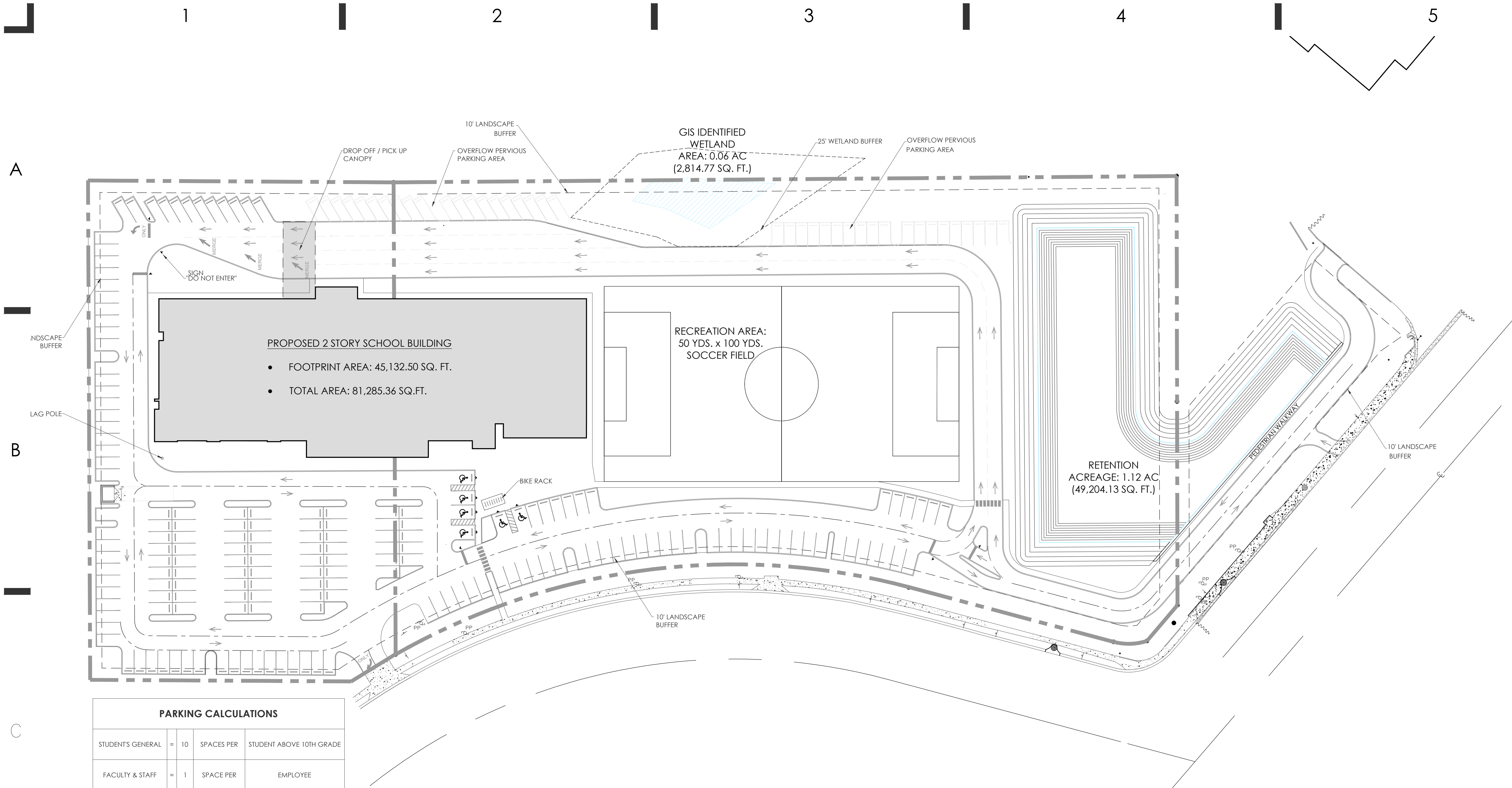
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



KIMLEY-HORN AND ASSOCIATES, INC. 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM		KIMLEY-HORN		REVISIONS		DATE		BY	
KHA PROJECT 149804001		DATE 02/15/2024		SCALE AS SHOWN		DESIGNED BY VNT		DRAWN BY VNT	
LICENSED PROFESSIONAL		CHECKED BY JRS		DATE		No.		BY	
SEMINOLE SCIENCE SCHOOL EXPANSION		FLORIDA		SEMINOLE COUNTY		SHEET NUMBER EX 1-1			

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adoption by Kinley-Horn and Associates, Inc. shall be without liability to Kinley-Horn and Associates, Inc.

[illegible]



PARKING CALCULATIONS				
STUDENTS GENERAL	=	10	SPACES PER	STUDENT ABOVE 10TH GRADE
FACULTY & STAFF	=	1	SPACE PER	EMPLOYEE
STUDENTS GENERAL	=	306	STUDENTS	30.60 SPACES
FACULTY & STAFF	=	97	EMPLOYEES	97 SPACES
A. FACULTY	=	1	EMPLOYEE PER	CLASSROOM 53
B. ADMIN SPACES	=	1	EMPLOYEE PER	150 SQFT 34
C. STORAGE SPACES	=	1	EMPLOYEE PER	300 SQFT 10
TOTAL REQUIRED	=	128		SPACES
TOTAL PROVIDED	=	181		SPACES
ADA REQUIRED	=	5		SPACES
ADA PROVIDED	=	6		SPACES



SUMMIT DESIGN STUDIO
9000 Sheridan St. Suite 168
Pembroke Pines, FL 33024
Phone: 786.501.1677
www.summitcmgroup.com
FL License No.: 0013151

CONCEPTUAL DESIGN

SEMINOLE SCIENCE CHARTER SCHOOL EXPANSION

LAKE MARY FL 32746
LOCATION: RON. REAGAN BLVD,
DESIGNED BY: SUMMIT DESIGN STUDIO

REVISIONS

MARK	DATE	DESCRIPTION

PROJECT NO: _____
DRAWN BY: _____
CHK'D BY: _____
DATE: _____
SHEET TITLE

SCHEMATIC SITEPLAN LAYOUT

A001

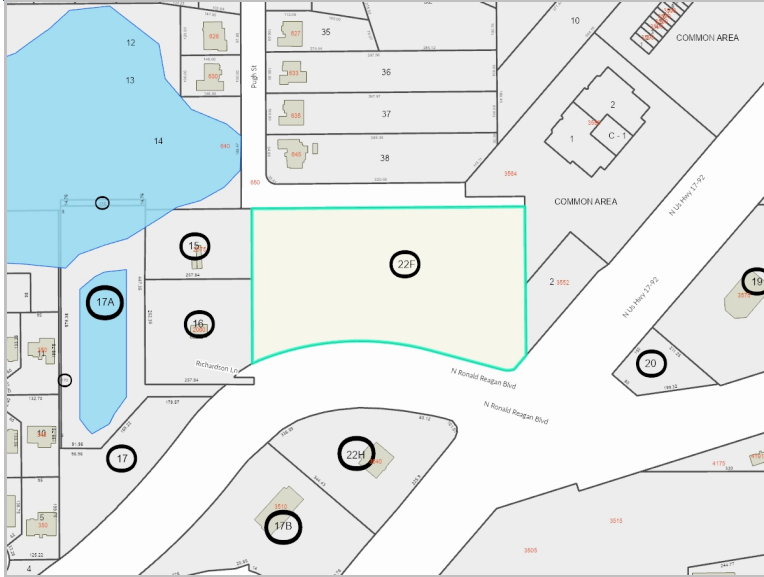
Property Record Card



Parcel 22-20-30-300-022F-0000

Property Address N RONALD REAGAN BLVD LAKE MARY, FL 32746

Parcel Location



Site View

Sorry, No Image Available at this Time

Parcel Information

Parcel	22-20-30-300-022F-0000
Owner(s)	DISCOVERY EDUCATION HOLDINGS LLC
Property Address	N RONALD REAGAN BLVD LAKE MARY, FL 32746
Mailing	2427 LYNX LN ORLANDO, FL 32804-4720
Subdivision Name	
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	10-VAC GENERAL-COMMERCIAL
Exemptions	None
AG Classification	No

Value Summary

	2024 Working Values	2023 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	0	0
Depreciated Bldg Value		
Depreciated EXFT Value		
Land Value (Market)	\$2,517,975	\$811,465
Land Value Ag		
Just/Market Value	\$2,517,975	\$811,465
Portability Adj		
Save Our Homes Adj	\$0	\$0
Non-Hx 10% Cap (AMD 1)	\$0	\$0
P&G Adj	\$0	\$0
Assessed Value	\$2,517,975	\$811,465

2023 Certified Tax Summary

2023 Tax Amount w/o Exemptions/Cap \$10,798.98
2023 Tax Bill Amount \$10,798.98

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

SEC 22 TWP 20S RGE 30E
THAT PT OF W 1/2 OF NE 1/4 OF SW
1/4 NLY OF A LI DESC AS BEG 399.26
FT S OF NE COR OF NW 1/4 OF SW
1/4 RUN ELY ON CURVE 449.48 FT S
75 DEG 14 MIN 37 SEC E 179.03 FT
NELY ON CURVE 56.01 FT TO WLY R/W
US 17-92 (LESS RD)

Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$2,517,975	\$0	\$2,517,975
SJWM(Saint Johns Water Management)	\$2,517,975	\$0	\$2,517,975
FIRE	\$2,517,975	\$0	\$2,517,975
COUNTY GENERAL FUND	\$2,517,975	\$0	\$2,517,975
Schools	\$2,517,975	\$0	\$2,517,975

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
SPECIAL WARRANTY DEED	10/12/2023	10521	1670	\$3,000,000	Yes	Improved
WARRANTY DEED	08/01/2001	04162	1080	\$687,500	No	Vacant

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
ACREAGE			5.301	\$475,000.00	\$2,517,975

Building Information						
Permits						
Permit #	Description	Agency	Amount	CO Date	Permit Date	
02802	DEMOLITION; PAD PER PERMIT 2075 N CR 427	County	\$0		4/1/2000	

Extra Features					
Description	Year Built	Units	Value	New Cost	

Zoning			
Zoning	Zoning Description	Future Land Use	Future Land Use Description
A-1	Mixed Development	MXD	Agricultural-1Ac

Utility Information								
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
35.00	DUKE	AT&T	LAKE MARY	CITY OF LAKE MARY	NA	NA	NA	NA

Political Representation				
Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 4 - Amy Lockhart	Dist 7 - Cory Mills	Dist 36 - RACHEL PLAKON	Dist 10 - Jason Brodeur	22

School Information		
Elementary School District	Middle School District	High School District
Highlands	Greenwood Lakes	Lake Mary

Property Record Card

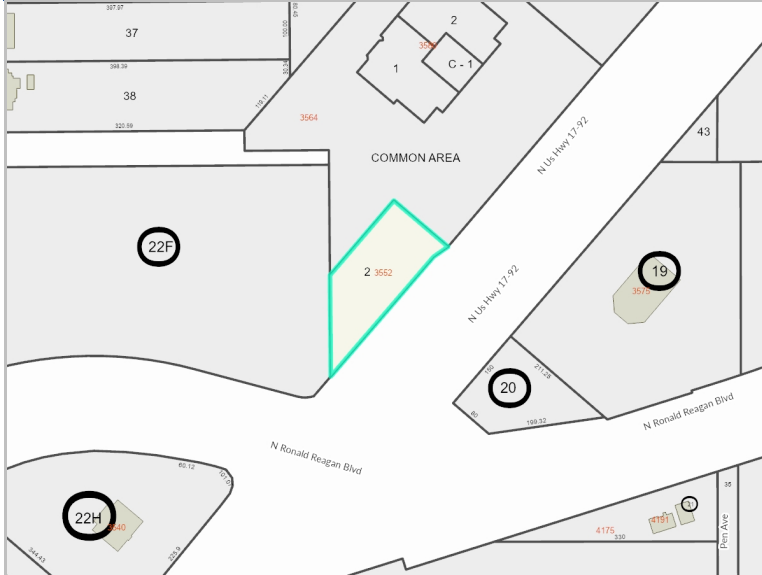


Parcel 22-20-30-513-0000-0020

Property Address 3552 N US HWY 17-92 LAKE MARY, FL 32746

Parcel Location

Site View



Sorry, No Image
Available at this Time

Parcel Information

Value Summary

		2024 Working Values	2023 Certified Values
		Cost/Market	Cost/Market
Parcel	22-20-30-513-0000-0020		
Owner(s)	DISCOVERY EDUCATION HOLDINGS LLC		
Property Address	3552 N US HWY 17-92 LAKE MARY, FL 32746		
Mailing	2427 LYNX LN ORLANDO, FL 32804-4720		
Subdivision Name	VICTORIA SQUARE		
Tax District	M1-LAKE MARY		
DOR Use Code	10-VAC GENERAL-COMMERCIAL		
Exemptions	None		
AG Classification	No		
Valuation Method		Cost/Market	Cost/Market
Number of Buildings		0	0
Depreciated Bldg Value			
Depreciated EXFT Value			
Land Value (Market)		\$260,824	\$257,569
Land Value Ag			
Just/Market Value		\$260,824	\$257,569
Portability Adj			
Save Our Homes Adj		\$0	\$0
Non-Hx 10% Cap (AMD 1)		\$0	\$0
P&G Adj		\$0	\$0
Assessed Value		\$260,824	\$257,569

2023 Certified Tax Summary

2023 Tax Amount w/o Exemptions/Cap \$3,611.61

2023 Tax Bill Amount \$3,611.61

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

LOT 2 (LESS RD)
VICTORIA SQUARE
PB 41 PGS 83 & 84

Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
SJWM(Saint Johns Water Management)	\$260,824	\$0	\$260,824
CITY LAKE MARY	\$260,824	\$0	\$260,824
COUNTY GENERAL FUND	\$260,824	\$0	\$260,824
Schools	\$260,824	\$0	\$260,824

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
WARRANTY DEED	04/24/2023	10428	1698	\$287,700	Yes	Improved
CERTIFICATE OF TITLE	12/29/2022	10369	0719	\$8,600	No	Vacant
QUIT CLAIM DEED	05/01/2009	07182	0685	\$100	No	Vacant
SPECIAL WARRANTY DEED	11/01/2005	06029	1355	\$330,000	Yes	Vacant
WARRANTY DEED	01/01/1998	03354	1387	\$150,000	Yes	Vacant
SPECIAL WARRANTY DEED	07/01/1995	02948	0256	\$2,600,000	No	Vacant
SPECIAL WARRANTY DEED	09/01/1994	02823	0962	\$3,073,100	No	Vacant
SPECIAL WARRANTY DEED	08/01/1989	02097	1611	\$1,567,100	No	Vacant

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
SQUARE FEET			26446	\$13.15	\$260,824

Building Information					
Permits					
Permit #	Description	Agency	Amount	CO Date	Permit Date
01122	SIGN/ 3552 N 17-92	Lake Mary	\$75		10/28/2010
00733	ELECTRICAL STAND ALONE - 3580 N US HWY 17/92	Lake Mary	\$1,088		5/12/2016
926	SIGN - 3590 N US HWY 17/92 - VICTORIA SQUARE	Lake Mary	\$2,180		7/13/2017

Extra Features				
Description	Year Built	Units	Value	New Cost

Zoning			
Zoning	Zoning Description	Future Land Use	Future Land Use Description
C-1	Commercial	COM	Retail Commercial-Commodies

Utility Information								
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
35.00	DUKE	AT&T	LAKE MARY	CITY OF LAKE MARY	NA	NA	NA	NA

Political Representation				
Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 4 - Amy Lockhart	Dist 7 - Cory Mills	Dist 36 - RACHEL PLAKON	Dist 10 - Jason Brodeur	22

School Information		
Elementary School District	Middle School District	High School District
Highlands	Greenwood Lakes	Lake Mary



**Seminole County Government
Development Services Department
Planning and Development Division
Credit Card Payment Receipt**

If you have questions about your application or payment, please email us eplandesk@seminolecountyfl.gov or call us at: (407) 665-7371.

Receipt Details

Date: 2/16/2024 9:51:19 AM
Project: 24-80000015
Credit Card Number: 44*****1670
Authorization Number: 085109
Transaction Number: 160224C1A-3AB0A868-71E0-46D9-9BF8-336031AF8137
Total Fees Paid: 52.50

Fees Paid

Description	Amount
CC CONVENIENCE FEE -- PZ	2.50
PRE APPLICATION	50.00
Total Amount	52.50

SEMINOLE COUNTY GOVERNMENT
1101 EAST FIRST STREET, 2ND FLOOR, WEST WING
SANFORD, FLORIDA 32771

The DRC Agenda can be found [HERE](#).

PROJECT NAME:	SEMINOLE SCIENCE K-12 CHARTER SCHOOL - PRE-APPLICATION	PROJ #: 24-80000015
APPLICATION FOR:	DR - PRE-APPLICATION DRC	
APPLICATION DATE:	2/15/24	
RELATED NAMES:	EP JEFF SWISHER	
PROJECT MANAGER:	JOY GILES (407) 665-7399	
PARCEL ID NO.:	22-20-30-300-022F-0000	
PROJECT DESCRIPTION	PROPOSED REZONE FROM A-1/C-2 TO PD FOR A STEM CHARTER SCHOOL ON 7.88 ACRES LOCATED ON THE CORNER O N US HWY 17-92, AND N RONALD REAGAN BLVD	
NO OF ACRES	5.99	
BCC DISTRICT	4-AMY LOCKHART	
CURRENT ZONING	A-1/C-1	
LOCATION	CORNER OF N US HWY 17-92, N RONALD REAGAN BLVD	
FUTURE LAND USE-	MXD/COM	
APPLICANT:		CONSULTANT:
DR AKIN YALCIN DISCOVERY EDUCATION HOLDINGS, 2600 TECHNOLOGY DRIVE ORLANDO FL 32804 (407) 299-6595 AKIN@ORLANDOSCIENCE.ORG		JEFF SWISHER KIMLEY-HORN 200 S ORANGE AVE STE 600 ORLANDO FL 32801 (407) 427-1665 JEFF.SWISHER@KIMLEY-HORN.COM

Please be advised, these comments are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These comments are informational only and do not grant any approvals. Also be advised, from time to time Codes and Ordinances are amended and the comments provided only reflect the regulations in effect at the time of review.

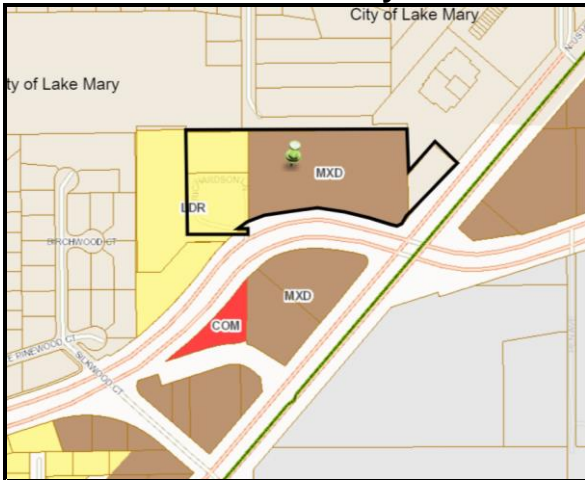
The development project review will be completed utilizing Electronic Plan Review (ePlan). For questions regarding this process, please consult the Electronic Plan Review Applicant User Guide that can be found [HERE](#).

PROJECT MANAGER COMMENTS

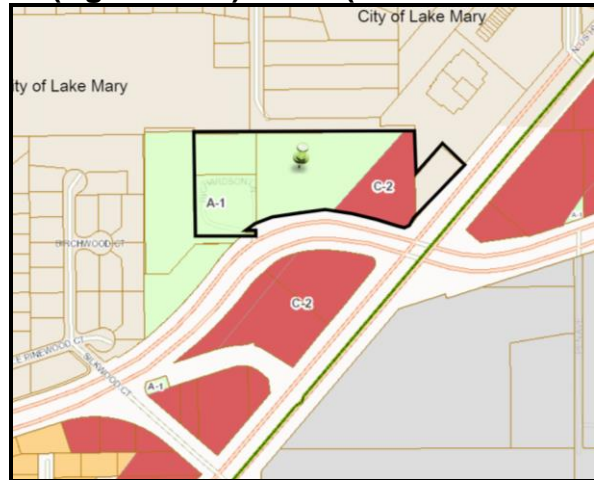
- The subject site is comprised of 4 parcels, one of which is located within the City of Lake Mary.
- The 3 parcels located within unincorporated Seminole County have a Future Land Use of Mixed Development and Low Density Residential; and a zoning classification of A-1 (Agriculture) and C-2 (Retail Commercial).

PROJECT AREA ZONING AND AERIAL MAPS

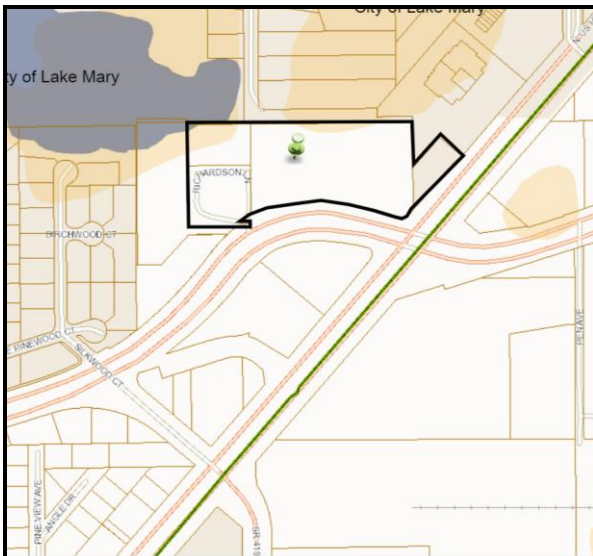
Mixed Use & Low Density Residential



A-1 (Agriculture) & C-2 (Retail Commercial)



Wetlands shown in Yellow



AGENCY/DEPARTMENT COMMENTS

1.	REVIEWED BY	TYPE	STATUS
2.	Buffers and CPTED	A landscape plan will be required at site plan submittal. Please be prepared to indicate the buffer opacities, widths, plant units, plant species, size, and quantity.	Info Only
3.	Buffers and CPTED	A full buffer review will be done at time of rezone or site plan review. In order for staff to conduct the buffer review, provide the impervious surface ratio, floor area ratio, actual building height in feet, and actual building setbacks.	Info Only
4.	Buffers and CPTED	Parking lot landscaping will be required in accordance with SCLDC Sec. 30. 1292.	Info Only
5.	Buffers and CPTED	Buffer information can be found here: https://www.municode.com/library/fl/seminole_county/codes/land_development_code?nodeId=SECOLADECO_CH30ZORE_PT67L_ASCBU	Info Only
6.	Buffers and CPTED	Please refer to the SCLDC sections 30.1282 and 30.1284 on opacity and plant units.	Info Only
7.	Buffers and CPTED	Existing vegetation may be used to satisfy buffer requirements.	Info Only
8.	Buffers and CPTED	Sec. 30.1287. - Parking buffers. A parking buffer in compliance with the table in Section 30.1284(a) shall be required where a parking lot or parking structure is located within twenty-five (25) feet of the boundary of a residential district or Future Land Use designation. Such buffer shall be in addition to any buffer required under Sections 30.1286(a) or 30.1286(b).	Info Only
9.	Buffers and CPTED	Use Sec.30.1286 to determine required buffer opacities. For buffer purposes, CR 427 and US 17-92 are considered arterial. For example, if the site it determined to be a land use intensity of VII, a 15' wide, 0.4 opacity buffer would be required on the east and south.	Info Only
10.	Building Division	Any building construction and/or modification will require Building permits and engineered plans to meet the current 8th ed (2023) Florida Building Codes.	Info Only
11.	Building Division	Type of use and size of building may require fire sprinklers and fire alarms.	Info Only
12.	Building Division	Food service establishments shall provide a minimum 750 gallon grease trap per Florida Administrative Code 64E-6.	Info Only
13.	Building Division	A hard surface accessible route from the required accessible parking spaces to the accessible entrance to the structure shall be	Info Only

		required.	
14.	Comprehensive Planning	The subject Property is within the US 17-92 Corridor which is included within the Urban Centers and Corridors Overlay District, which emphasizes coordination of multimodal transportation with a walkable mixed land use pattern. See Policy FLU 14.1 of the SCCP.	Info Only
15.	Environmental Services	This development is within the City of Lake Mary's potable water service area. However, we have a 20" PVC potable water main running along the north side of N Ronald Reagan Blvd that is capable of servicing this development. If the County were to service potable water to this development, a letter from the City of Lake Mary stating that they have no objection will be required. Please coordinate with the City of Lake Mary to help determine how best to service this development.	Info Only
16.	Environmental Services	This development is within the City of Lake Mary's sanitary sewer service area. However, we have a 4" PVC force main running along the western property boundary of parcels 22-20-30-516-0C00-0000 and 22-20-30-513-0000-0020 as well as a public lift station located near the northwest corner of parcel 22-20-30-516-0C00-0000. Both the 4" PVC force main and public lift station are available through public utility easement access. If we were to service sanitary sewer to this development, we would need a letter from the City of Lake Mary stating that they have no objection to us doing so. Please coordinate with the City of Lake Mary to help determine how best to service this development.	Info Only
17.	Environmental Services	This development is not within any reclaim water service areas so irrigation would be provided by this development's potable water system or by an alternative irrigation source such as a non-potable irrigation well.	Info Only
18.	Environmental Services	Please see the file "Victoria Commons Plat" in the Resources folder on EPlan for reference on the public utility easement access to our utility infrastructure on the adjacent parcels of 22-20-30-516-0C00-0000 and 22-20-30-513-0000-0020.	Info Only
19.	Environmental Services	If this development is going to be generating waste from large scale cooking/kitchen activities, then this development will need to install grease traps as well as be registered with and monitored by Seminole County's Industrial Pretreatment Program. You may contact the Seminole County Industrial Pretreatment Program by email at industrialpretreatment@seminolecountyfl.gov if you have any questions/concerns about the program applicability to this development or grease trap sizing/specifications.	Info Only
20.	Natural Resources	Based on preliminary analysis, there may be endangered and threatened wildlife on the subject property. A threatened and endangered study along with a species of special concern survey will be required prior to final engineering or site plan approval. SCLDC 45.1(a)	Info Only
21.	Natural Resources	The site has favorable conditions for gopher tortoises. Please note new FFWCC rules pertaining to gopher tortoises and get any	Info Only

		applicable state permits prior to construction.	
22.	Natural Resources	The development of the site shall make the most advantageous use of topography and preserve mature trees and other natural features wherever possible. No site plan shall be approved that would result in the removal of over seventy-five (75) percent of existing trees, with trunk diameters of six (6) inches or greater, from any site, unless the Planning Manager finds that the development of the site would be severely restricted. Special consideration and credit shall be given to the retention of trees having a trunk diameter of twenty-four (24) inches or larger. Show location, size, and species of trees with minimum DBH of three (3) inches being removed and saved with site plan submission. SCLDC 60.22	Info Only
23.	Natural Resources	Show tree preservation procedures for construction and development with site plan submission. SCLDC 60.22(c)	Info Only
24.	Natural Resources	Show tree replacement table with site plan submission. SCLDC 60.22(f)	Info Only
25.	Natural Resources	Show the required mix of tree species for tree replacement with site plan submission. SCLDC 60.4(h)	Info Only
26.	Planning and Development	INFORMATIONAL: County staff has reviewed the subject project based on the information you have provided to us and have compiled the following information for your use. Please be advised, these comments are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These comments are informational only and do not grant any approvals. Also be advised, from time to time Codes and Ordinances are amended and the comments provided only reflect the regulations in effect at the time of review. Seminole County Land Development Code: http://www.seminolecountyfl.gov/guide/codes.asp Seminole County Planning & Development: http://www.seminolecountyfl.gov/gm/	Info Only
27.	Planning and Development	The 3 parcels located within unincorporated Seminole County have a Future Land Use of Mixed Development and Low Density Residential; and a zoning classification of A-1 (Agriculture) and C-2 (Retail Commercial). The Low Density Residential FLU does not permit private schools. Staff recommends a Land Use Amendment to Planned Development and a Rezone to PD (Planned Development).	Info Only
28.	Planning and Development	Sec. 30.44: Public Notice Procedure for Amendments to the Future Land Use Map, Zoning Map, Non-Residential Variances and Special Exceptions: Community Meeting Procedures Section 30.49.	Info Only

		Prior to staff scheduling the required public hearings, the Applicant must conduct a community meeting in compliance with SCLDC Sec.30.49 Community Meeting Procedure (Ordinance #2021-30). The community meeting shall be held at least twenty (20) calendar days prior to the scheduled public hearing or public meeting in a location accessible to the public, near the subject property, and in a facility that is ADA compliant. Please see attached Community Meeting Procedure document.	
29.	Planning and Development	The subject site is located within the City of Lake Mary utility service area. Please contact the City to discuss the requirements of a pre-annexation agreement at 407-585-1362 prior to submitting a formal application for rezone/land use amendment.	Info Only
30.	Planning and Development	Please see Chapter 171 of the Florida Statutes for information on de-annexation. http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=deannexation&URL=0100-0199/0171/Sections/0171.051.html	Info Only
31.	Planning and Development	A Future Land Use Amendment to Planned Development and Rezone to PD (Planned Development) may take between 5 - 6 months and involves public hearings with the Planning & Zoning Commission Board and the Board of County Commissioners.	Info Only
32.	Planning and Development	Approval for a PD (Planned Development) is obtained through a two-step process. The first step is BCC Board approval of the PD Rezone with a Master Development Plan & Development Order. The second step consists of Final Development Plan (may include engineering for Commercial development) approval by the Development Services Director along with the recording of the Developer's Commitment Agreement. Information on PD Rezoning can be found at: http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/forms-applications-resources/rezoning-l-use-amendment-application.shtml	Info Only
33.	Planning and Development	The Planned Development Future Land Use designation requires a minimum of 25% open space to be provided. The purpose of open space in non-residential developments is to set aside areas for landscaping, buffering, storm water retention, recreation, and/or preservation of natural resources. Per Open Space Ordinance 2012-27; required landscaped areas and buffers may not be credited toward the required open space.	Info Only
34.	Planning and Development	The Planned Development (PD) district is intended to facilitate various development types, and combinations thereof, that may be difficult to achieve under conventional zoning regulations. Such plans shall address compatibility with adjacent uses through, at a minimum, buffering, setbacks, lighting, building heights, and creative site design features where needed to ensure such compatibility. Setbacks and buffers must be established with the PD Master	Info Only

		<p>Development Plan and outlined in the development order.</p> <p>Additionally, architectural details may be considered by the Board of County Commissioners (Board) on a site specific basis when determining if a planned development is compatible with the character of the area. Such standards may include, but not be limited to, building style, design, and scale; exterior building materials; roof design and construction; building size and placement; site furnishings; fences and entrance features; the size and location of service areas and other features specified by performance standards in the Land Development Code. If the proposed plan does not or cannot achieve the desired level of compatibility, as determined by the Board, the Board may deny the rezoning request.</p>	
35.	Planning and Development	<p>PD Approval Process:</p> <p>1st step is approval of the PD Rezone which includes the Master Development Plan (MDP). This involves a public hearing with Planning & Zoning (P&Z), followed by a public hearing with the Board of County Commissioners (BCC). May take between 4-5 months depending on the review and agenda date deadlines.</p> <p>2nd step is approval of the Final Development Plan (FDP) which is approved on a staff level.</p> <p>3rd step is approval of an Engineered Site Plan.</p> <p>Steps 2 & 3 may be submitted concurrently.</p>	Info Only
36.	Planning and Development	<p>Parking requirements for Middle School and High School are as follows:</p> <p>Middle School – 1.75 spaces per classroom</p> <p>High School – 5 spaces per classroom.</p> <p>The minimum parking stall size is 10 ft by 20 ft.</p>	Info Only
37.	Public Safety - Fire Marshal	This project falls under the Uniform Fire Safety Standards as defined in FS 633.206 and will have specific fire and life safety requirements as defined in FAC 69A.	Info Only
38.	Public Safety - Fire Marshal	Type of use and size of building may require fire sprinklers and fire alarms.	Info Only
39.	Public Safety - Fire Marshal	Adequate water supply with fire flow calculations for fire protection (hydrants) shall be provided per section 18.3 and 18.4 of NFPA 1.	Info Only
40.	Public Safety - Fire Marshal	Fire department access road shall have an unobstructed width of not less than 20 ft in accordance with the specifications of NFPA 1, Section 18.2.3.5.1.1	Info Only
41.	Public Safety - Fire Marshal	"All the following items shall be acknowledged and added to the site plan sheets as note: 1. Fire department access roads provided at the start of a project and shall be maintained throughout construction. (NFPA 1, 16.1.4). 2. A second entrance/exit might be required per AHJ if the response time for emergency is exceeded per NFPA 1, Section 18.2.3.3 Multiple Access Roads. 3. A water supply for fire protection, either	Info Only

		temporary or permanent, shall be made available as soon as combustible material accumulates. This applies to both commercial and residential developments. (NFPA 1, 16.4.3.1). 4. Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to construction work. (NFPA 1, 16.4.3.1.3). 5. Fire flow testing shall be performed in accordance with NFPA 291, recommended practice for fire flow testing. 6. A 36 in. clear space shall be maintained around the circumference of fire hydrants and a clear space of not less than 60 in. (1524 mm) shall be provided in front of each hydrant connection having a diameter greater than 21/2 in. NFPA 1, 18.5.7. 7. Hydrant shall be marked with a blue reflector in the roadway in accordance with NFPA 1, chapter 18.5.10. 8. Access to gated Subdivisions or Developments shall provide Fire Department access through an approved SOS and Seminole County Knox Key Switch. NFPA 1, 18.2.2.2"	
42.	Public Safety - Fire Marshal	Include turning radius analysis with plans. * Turning radius analysis based on aerial truck Specifications. (Section 18.2.3.4.3. NFPA 1) Fire Truck Parameters: Pierce Arrow XT Chassis Aerial Platform 100 Inside Cramp Angle: 40 Degrees Axle Track: 82.92 inches Wheel Offset: 5.30 inches Tread Width: 17.5 inches Chassis Overhang: 68.99 inches Additional Bumper Depth: 22 inches Front Overhang: 90.99 inches Wheelbase: 270 inches Overall length: 581.75 inches Calculated Turning Radius: Inside Turn: 25 ft. 7 in. Curb to Curb: 41 ft. 8 in. Wall to Wall: 48 ft. 5 in. Overall length: 48 ft 6in.	Info Only
43.	Public Works - Engineering	Based on the FEMA FIRM Map the site is not located in the floodplain. The site is located in Zone X - Area of Minimal Flood Hazard.	Info Only
44.	Public Works - Engineering	The proposed project is located within the Soldiers Creek Drainage Basin.	Info Only
45.	Public Works - Engineering	Based on the USDA Web Soil Survey, the site has predominantly Myakka and Eau Gallie Fine Sands (46%), Map Unit Symbol 20; Pomello Fine Sands, 0% to 5% slope (27%), Map Unit Symbol 27; Eau Gallie and Immokalee Fine Sands (24%), Map Unit Symbol 13; and Basinger, Samsula, and Hontoon Soils, Depressional (3%), Map Unit Symbol 10. Myakka and Eau Gallie Fine Sands are classified by the USDA as "Poorly Drained" soils. The USDA Web Soil Survey estimates the Depth to Water Table to be 6 to 18 inches and designates the Hydrologic Soil Group as A/D. Pomello Fine Sands are classified by the USDA as "Moderately Well Drained" soils. The USDA Web Soil Survey estimates the Depth to Water Table to be 24 to 42 inches and designates the Hydrologic Soil Group as A. Eau Gallie and Immokalee Fine Sands are classified by the USDA as "Poorly Drained" soils. The USDA Web Soil Survey estimates the Depth to Water Table to be 6 to 18 inches and designates the Hydrologic Soil Group as A/D. Basinger, Samsula, and Hontoon Soils are classified by the USDA as "Very Poorly Drained" soils. The USDA Web Soil Survey estimates the Depth to Water Table to be 0 inches and designates	Info Only

		the Hydrologic Soil Group as A/D.	
46.	Public Works - Engineering	Based on the available one (1) foot contours, the topography of the site appears to slope north.	Info Only
47.	Public Works - Engineering	Based on the preliminary review, the site appears to be landlocked, with no positive outfall. Per the Seminole County Public Works Engineering Manual - Section 2.4.1 (Design Storm - Minimum), a landlocked facility, with no positive outfall, requires a 100-Year, 24-Hour Total Retention. "Landlocked" is defined as a drainage system that does not currently discharge its basin or sub-basin in the 10-year, 24-hour storm event.	Info Only
48.	Public Works - Engineering	A detailed Drainage Plan will be required at permitting. A detailed Drainage Analysis will be required at Final Engineering.	Info Only
49.	Public Works - Engineering	A permit from the St. John's River Water Management District or Florida Department of Environmental Protection is generally required for projects with more than 5,000 sq. ft. of new impervious area, or 4,000 sq. ft. of new building for a total of 9,000 sq. ft. of new impervious surface. For more information, please visit www.sjrwmd.com .	Info Only
50.	Public Works - Engineering	A National Pollutant Discharge Elimination System (NPDES) Permit is required for all projects that disturb greater than one (1) acre. (http://cfpub.epa.gov/npdes/home.cfm?program_id=45)	Info Only
51.	Public Works - Engineering	The site fronts North U.S. Highway 17-92 (west side) and North Ronald Reagan Boulevard (south side). North U.S. Highway 17-92 is a State of Florida DOT (FDOT) road and is functionally classified as Urban Principal Arterial Road. Driveway Access Permit will be required from FDOT for access on North U.S. Highway 17-92. North Ronald Reagan Boulevard is a Seminole County Road and is functionally classified as Urban Minor Arterial Road. The road was last resurfaced in 2020. The roadway geometry and structure meet the current Seminole County standards. North Ronald Reagan Boulevard is not currently programmed to be improved according to the Seminole County 5-year Capital Improvement Program.	Info Only
52.	Public Works - Engineering	There is an existing pedestrian sidewalk in front of the site, along, both, North U.S. Highway 17-92 and North Ronald Reagan Boulevard. At Final Engineering approval, a note to the plans shall be included that states: "Any sidewalk less than 5 feet wide (6 feet along arterial or collector roads) or any broken sidewalk within Seminole County "right-of-way" abutting property frontage will be brought into compliance with the Seminole County regulations".	Info Only
53.	Public Works - Engineering	Per the Seminole County Public Works Engineering Manual - Section 1.2.8 (Development Planning and Regulation - Corner Clearance), "parcels located in the corner of two or more roadways where at least one of the roads is a public facility must locate access drives no closer than 330 feet from the intersection. If the corner parcel accesses one or more arterial or collector roadways, full access is limited to 660 feet from the intersection on	Info Only

		the arterial or collector. A right-in/right-out is permitted at 330 feet from the intersection. (Detail T-1)."	
54.	Public Works - Engineering	Per the Seminole County Public Works Engineering Manual - Section 1.2.7 (Development Planning and Regulation - Number and Spacing of Driveways), "the minimum number of driveways necessary to adequately accommodate access to and from the site must be permitted in accordance with the current FDOT Driveway Information Guide, unless otherwise directed by the County Engineer or his or her designee. The minimum separation of driveways on Arterial Road is 330 feet. Distance is measured from nearest edge of pavement to edge of pavement. (Detail T-1)"	Info Only
55.	Public Works - Engineering	Per the Seminole County Public Works Engineering Manual - Section 1.3.1.B (Auxiliary Lanes Requirements), in all cases, an inbound radius of 50 feet at development access is required. Refer to the Manual's Detail T-16 for design and markings specifications.	Info Only
56.	Public Works - Engineering	An Internal Site Traffic Circulation Analysis is required to demonstrate that queuing will not adversely impact the traffic flow along North Ronald Reagan Boulevard.	Info Only
57.	Public Works - Impact Analysis	A Traffic Impact Study (TIS) will be required if the trip generation for the proposed use is more than 50 weekday peak hour trips based in the ITE Trip Generation Manual, 11th Ed. The TIS is to be prepared in accordance with the County's Traffic Study Requirements for Concurrency guidelines. A methodology for the TIS is to be submitted to County Staff for review and approval prior to submittal of the TIS itself.	Info Only

AGENCY/DEPARTMENT EFORM COMMENTS AND PROJECT STATUS

This section shows the reviewers of this project from the various County agencies. It may also include additional comments for review and response.

DEPARTMENT	REVIEWER
Planning and Development	Joy Giles jgiles@seminolecountyfl.gov
Public Safety - Fire Marshal	Matthew Maywald mmaywald@seminolecountyfl.gov
Buffers and CPTED	Maya Athanas mathanas@seminolecountyfl.gov
Environmental Services	James Van Alstine jvanalstine@seminolecountyfl.gov
Public Works - Engineering	Vladimir Simonovski
Natural Resources	Sarah Harttung sharttung@seminolecountyfl.gov
Public Works - Impact Analysis	William Wharton wwharton@seminolecountyfl.gov
Comprehensive Planning	Tyler Reed treed@seminolecountyfl.gov
Building Division	Tony Coleman acoleman@seminolecountyfl.gov

RESOURCE INFORMATION

Seminole County Land Development Code:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/>

Seminole County Comprehensive Plan:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/comprehensive-plan/index.stml>

Development Services:

<http://www.seminolecountyfl.gov/departments-services/development-services/>

Wekiva Consistency form:

<http://www.seminolecountyfl.gov/core/fileparse.php/3207/urlt/WekivaConReview.pdf>

Seminole County Property Appraiser Maps:

<http://www.scpafl.org>

Seminole County Wetland Information:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/forms-applications-resources/wetl-dock-information.stml>

FEMA LOMR (Letter of Map Revision):

www.fema.gov

Cities:

Altamonte Springs	(407) 571-8000	www.altamonte.org
Casselberry	(407) 262-7700	www.casselberry.org
Lake Mary	(407) 585-1449	www.lakemaryfl.com
Longwood	(407) 260-3440	www.longwoodfl.org
Oviedo	(407) 971-5555	www.cityofoviedo.net
Sanford	(407) 688-5000	www.sanfordfl.gov
Winter Springs	(407) 327-1800	www.winterspringsfl.org

Other Agencies:

Florida Dept of Transportation	FDOT		www.dot.state.fl.us
Florida Dept of Enviro Protection	FDEP	(407) 897-4100	www.dep.state.fl.us
St. Johns River Water Mgmt Dist	SJRWMD	(407) 659-4800	www.sjrwmd.com
Health Department	Septic	(407) 665-3621	

Other Resources:

Flood Prone Areas	www.seminolecountyfl.gov/gm/building/flood/index.aspx
Watershed Atlas	www.seminole.wateratlas.usf.edu
Seminole Co. Property Appraiser	www.scpafl.org



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0178

Title:

GENESIS HOME SUBDIVISION - PRELIMINARY SUBDIVISION PLAN

Project Number: 24-55100001

Project Description: Proposed Preliminary Subdivision Plan for 12 single family residential lots on 5.41 acres in the R-1AAA Zoning District located On the west side of Brooks Ln, north of Brooke Springs Ct

Project Manager: Annie Sillaway (407) 665-7936 (asillaway@seminolecountyfl.gov)

Parcel ID: 19-21-31-300-008B-0000

BCC District: 1-Dallari

Applicant: Rodolfo Sucre (407) 743-2754

Consultant: Rodolfo Sucre (407) 743-2754



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
(407) 665-7371 EPLANDESK@SEMINOLECOUNTYFL.GOV

Received: 2/5/24

Paid: 2/7/24

SUBDIVISION

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

APPLICATION TYPES/FEEES

<input checked="" type="checkbox"/> PRELIMINARY SUBDIVISION PLAN (PSP)	\$1,500.00 + \$15.00 PER LOT (\$3,500 MAX. FEE)
<input checked="" type="checkbox"/> FINAL ENGINEERING PLAN (FE)	\$4,000.00 + \$25.00 PER LOT (\$6,500 MAX. FEE)
<input checked="" type="checkbox"/> FINAL PLAT (FP)	\$1,500.00
<input type="checkbox"/> MINOR PLAT (RESIDENTIAL: MAX 4 LOTS – COMMERCIAL: MAX 2 LOTS)	\$1,500.00 + \$75.00 PER LOT (CREDIT OF \$110 GIVEN IF PRE-EVAL APPROVED WITHIN 1 YEAR)

PROPERTY

SUBDIVISION NAME: Genesis Home Subdivision	
PARCEL ID #(S): 19-21-31-300-008B-0000	
NUMBER OF LOTS: 12 <input checked="" type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> TOWNHOMES <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> OTHER	
ARE ANY TREES BEING REMOVED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, ATTACH COMPLETED ARBOR APPLICATION)	
WATER PROVIDER: Seminole County Utilities	SEWER PROVIDER: Seminole County Utilities
ZONING: R-1AAA	FUTURE LAND USE: LDR
TOTAL ACREAGE: 5.41	BCC DISTRICT: 1

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☒ NONE ☐

NAME: Rodolfo Sucre	COMPANY: RSP Engineers, Inc.
ADDRESS: 111 N Orange Ave. Suite 800 148	
CITY: Orlando	STATE: FL
PHONE: (407) 743-2754	ZIP: 32801
EMAIL: rsucre@rspengineers.com	

CONSULTANTEPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☒ NONE ☐

NAME: Rodolfo Sucre

COMPANY: RSP Engineers, Inc.

ADDRESS: 111 N Orange Ave. Suite 800 148

CITY: Orlando

STATE: FL

ZIP: 32801

PHONE: (407) 743-2754

EMAIL: rsucre@rspengineers.com

OWNER(S)

NAME(S): Fintavi LLC

ADDRESS: 407 Lincoln Rd, Suite 6-G

CITY: Miami Beach

STATE: FL

ZIP: 33139

PHONE:

EMAIL: benx0101@outlook.com

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

- ☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued and unexpired Certificate of Vesting or prior Concurrency determination as identified below: (Please attach a copy of the Certificate of Vesting or Prior Test/Concurrency Notice.)

Vesting Certificate/Test Notice Number: _____ Date Issued: _____

- ☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

- ☒ I elect to defer the Concurrency Review determination for the above listed property until a point as late as Final Engineering submittal. **(Minor Plat and Final Engineering require Concurrency Test Review)**. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future.


SIGNATURE OF OWNER/AUTHORIZED AGENT(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)11/30/2023
DATE

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Lucia Laureiro, the owner of record for the following described property [Parcel ID Number(s)] 19-21-31-300-008B-0000 hereby designates RSP Engineers, Inc/Rodolfo Sucre to act as my authorized agent for the filing of the attached application(s) for:

<input type="checkbox"/> Alcohol License	<input type="checkbox"/> Arbor Permit	<input type="checkbox"/> Construction Revision	<input checked="" type="checkbox"/> Final Engineering
<input checked="" type="checkbox"/> Final Plat	<input type="checkbox"/> Future Land Use Amendment	<input type="checkbox"/> Lot Split/Reconfiguration	<input type="checkbox"/> Minor Plat
<input checked="" type="checkbox"/> Preliminary Subdivision Plan	<input type="checkbox"/> Rezone	<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Special Event
<input type="checkbox"/> Special Exception	<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Vacate	<input type="checkbox"/> Variance

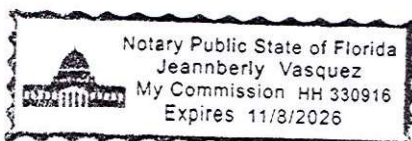
OTHER: _____
and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

11/30/2023
Date

[Signature]
Property Owner's Signature
Lucia Laureiro
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF Orange

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared Lucia Laureiro (property owner),
☒ by means of physical presence or ☐ online notarization; and ☐ who is personally known to me or ☒ who has produced Passport as identification, and who executed the foregoing instrument and sworn an oath on this 30th day of November, 2023.



[Signature]
Notary Public

Property Record Card



Parcel 19-21-31-300-008B-0000

Property Address 1480 BROOKS LN OVIEDO, FL 32765

Parcel Location



Site View



192131300008B0000 02/15/2022

Parcel Information

Parcel	19-21-31-300-008B-0000
Owner(s)	FINTAVI LLC
Property Address	1480 BROOKS LN OVIEDO, FL 32765
Mailing	328 CRANDON BLVD # 119-356 KEY BISCAWAYNE, FL 33149-1333
Subdivision Name	
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	01-SINGLE FAMILY
Exemptions	None
AG Classification	No

Value Summary

	2024 Working Values	2023 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	\$251,992	\$249,148
Depreciated EXFT Value	\$1,200	\$1,200
Land Value (Market)	\$611,330	\$611,330
Land Value Ag		
Just/Market Value	\$864,522	\$861,678
Portability Adj		
Save Our Homes Adj	\$0	\$647,588
Amendment 1 Adj	\$0	\$0
P&G Adj	\$0	\$0
Assessed Value	\$864,522	\$214,090

2023 Certified Tax Summary

2023 Tax Amount without Exemptions \$11,467.21 **2023 Tax Savings with Exemptions** \$9,392.81
2023 Tax Bill Amount \$2,074.40

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

SEC 19 TWP 21S RGE 31E
E 747 FT OF N 1/2 OF S 1/2
OF SW 1/4 OF SW 1/4 (LESS
RD)

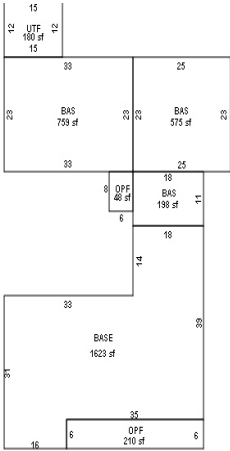
Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$864,522	\$0	\$864,522
SJWM(Saint Johns Water Management)	\$864,522	\$0	\$864,522
FIRE	\$864,522	\$0	\$864,522
COUNTY GENERAL FUND	\$864,522	\$0	\$864,522
Schools	\$864,522	\$0	\$864,522

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
WARRANTY DEED	11/17/2023	10540	1079	\$850,000	Yes	Improved
WARRANTY DEED	11/09/2023	10539	1887	\$700,000	Yes	Improved
QUIT CLAIM DEED	01/01/2011	07518	1477	\$100	No	Improved
QUIT CLAIM DEED	01/01/1986	02008	1517	\$100	No	Improved
WARRANTY DEED	07/01/1980	01285	1099	\$100	No	Improved
WARRANTY DEED	04/01/1980	01275	0015	\$97,500	Yes	Improved

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
ACREAGE			5.41	\$113,000.00	\$611,330

Building Information

#	Description	Year Built**	Bed	Bath	Fixtures	Base Area	Total SF	Living SF	Ext Wall	Adj Value	Repl Value	Appendages														
1	SINGLE FAMILY	1968	5	2.5	8	1,623	3,593	3,155	CONC BLOCK	\$251,992	\$395,281	<table><tr><th>Description</th><th>Area</th></tr><tr><td>OPEN PORCH FINISHED</td><td>210.00</td></tr><tr><td>BASE</td><td>198.00</td></tr><tr><td>BASE</td><td>575.00</td></tr><tr><td>OPEN PORCH FINISHED</td><td>48.00</td></tr><tr><td>BASE</td><td>759.00</td></tr><tr><td>UTILITY FINISHED</td><td>180.00</td></tr></table>	Description	Area	OPEN PORCH FINISHED	210.00	BASE	198.00	BASE	575.00	OPEN PORCH FINISHED	48.00	BASE	759.00	UTILITY FINISHED	180.00
Description	Area																									
OPEN PORCH FINISHED	210.00																									
BASE	198.00																									
BASE	575.00																									
OPEN PORCH FINISHED	48.00																									
BASE	759.00																									
UTILITY FINISHED	180.00																									



Sketch by Apex Medina™

Building 1 - Page 1

** Year Built (Actual / Effective)

Permits					
Permit #	Description	Agency	Amount	CO Date	Permit Date
04352	CHANGE OUT A/C	County	\$3,300		6/1/1994
00347	REROOF	County	\$7,000		1/18/2012

Extra Features				
Description	Year Built	Units	Value	New Cost
FIREPLACE 1	10/01/1979	1	\$1,200	\$3,000

Zoning								
Zoning		Zoning Description		Future Land Use		Future Land Use Description		
R-1AAA		Low Density Residential		LDR		Single Family-13500		
Utility Information								
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
27.00	DUKE	AT&T	SEMINOLE COUNTY UTILITIES	SEMINOLE COUNTY UTILITIES	TUE/FRI	TUE/FRI	WED	Waste Pro
Political Representation								
Commissioner		US Congress		State House		State Senate		Voting Precinct
Dist 1 - Bob Dallari		Dist 7 - Cory Mills		Dist 38 - DAVID SMITH		Dist 10 - Jason Brodeur		69
School Information								
Elementary School District			Middle School District			High School District		
Rainbow			Tuskawilla			Lake Howell		
Copyright 2024 © Seminole County Property Appraiser								

**OPERATING AGREEMENT
MEMBER MANAGED**

DATE: April 25, 2022

PARTIES: LUCIA LAUREIRO & BERNARDO PANDOLFI

RECITAL:

The parties to this agreement (the "Members") are entering into this agreement for the purpose of forming a limited liability company under the Limited Liability Company Act of the state of Wyoming (the "Act").

AGREEMENTS:

1. FORMATION

1.1 Name. The name of this limited liability company (the "Company") is **GUINCHE LLC.**

1.2 Articles of Organization. Articles of organization for the Company were filed with the Secretary of State for the state of Wyoming on April 13, 2022.

1.3 Duration. The Company will exist until dissolved as provided in this agreement.

1.4 Principal Office. The Company's principal office will initially be at 328 CRANDON BLVD, SUITE 119-356 , KEY BISCAYNE, FL 33149, but it may be relocated by the Members at any time.

...

1.5 Designated Office and Agent for Service of Process. The Company's initial designated office will be at 328 CRANDON BLVD, SUITE 119-356 , KEY BISCAYNE, FL 33149 and the name of its initial agent for service of process at that address will be LEGALINC CORPORATE SERVICES INC. The Company's designated office and its agent for service of process may only be changed by filing notice of the change with the Secretary of State of the state in which the articles of organization of the Company were filed.

1.6 Purposes and Powers. The Company is formed for the purpose of engaging in any lawful activity in compliance with Wyoming regulations and US Federal Laws.

1.7 Title to Assets. Title to all assets of the Company will be held in the name of the Company. No Member has any right to the assets of the Company or any ownership interest in those assets except indirectly as a result of the Member's ownership of an interest in the Company. No Member has any right to partition any assets of the Company or any right to receive any specific assets upon liquidation of the Company or upon any other distribution from the Company.

2. MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 Initial Members. The names and addresses of the Members of the Company, the amounts of their initial capital contributions, and their initial Ownership Interests are:

<u>Name</u>	<u>Contribution</u>	<u>Ownership Interest</u>
BERNADO PANDOLFI	\$ 600	60%
LUCIA LAUREIRO	\$ 400	40%

...

Each Member's Ownership Interest at any time will be determined by the ratio of the Member's aggregate capital contributions to the aggregate capital contributions of all Members.

2.2 Initial Capital Contributions. The initial capital contributions of the members must be paid to the Company, in cash, immediately after all parties have signed this agreement.

2.3 Additional Members. Except as otherwise provided in the section of this agreement relating to substitution, additional Members of the Company may be admitted only with the consent of all Members.

2.4 Additional Contributions. Except as otherwise provided in the Act, no Member will be required to contribute additional capital to the Company. Additional capital contributions to the Company may be made by the Members only with the Members' unanimous approval. If the Members approve additional capital contributions, the Members must set a maximum amount for such contributions that will be accepted from the Members. Each Member will then have the right, but not the obligation, to contribute a pro rata share of the maximum based upon the Member's Ownership Interest. If any Member elects to contribute less than the Member's pro rata share of the maximum, the other Members may contribute the difference on a pro rata basis in accordance with their Ownership Interests or on any other basis they may agree upon.

2.5 No Interest on Capital Contributions. No interest will be paid on capital contributions.

2.6 Capital Accounts. An individual capital account will be maintained for each Member. A Member's capital account will be credited with all capital contributions

...

made by the Member and with all income and gain (including any income exempt from federal income tax) allocated to the Member. A Member's capital account will be charged with the amount of all distributions made to the Member and with all losses and deductions (including deductions attributable to tax-exempt income) allocated to the Member. Members' capital accounts must be maintained in accordance with the federal income tax accounting principles prescribed in Treasury Regulations §1.704-1(b)(2)(iv).

3. ALLOCATION OF PROFITS AND LOSSES

3.1 Determination. The net profit or net loss of the Company for each fiscal year will be determined according to the accounting principles employed in the preparation of the Company's federal income tax information return for that fiscal year. In computing net profit or net loss for purposes of allocation among the Members, no special provision will be made for taxexempt or partially taxexempt income of the Company, and all items of the Company's income, gain, loss, or deduction required to be separately stated under IRC §703(a)(1) will be included in the net profit or net loss of the Company.

3.2 Allocation of Net Profits and Net Losses. The net profit or net loss of the Company for a fiscal year will be allocated among the Members in proportion to their Ownership Interests.

3.3 Allocations Solely for Tax Purposes. In accordance with IRC §704(c) and the corresponding regulations, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company will be allocated among the Members, solely for income tax purposes, so as to take into account any variation between the adjusted basis of such property for federal income tax purposes in the hands of the Company and the agreed value of such property as set forth in this agreement, or in any document entered into at the time an additional contribution is

...

made to the Company. Any elections or other decisions relating to the allocations to be made under this section will be made by action of the Members. The allocations to be made under this section are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any Member's capital account, allocable share of the net profits and net losses of the Company, or right to distributions.

3.4 Prorates. If a Member has not been a Member during a full fiscal year of the Company, or if a Member's Ownership Interest in the Company changes during a fiscal year, the net profit or net loss for the year will be allocated to the Member based only on the period of time during which the Member was a Member or held a particular Ownership Interest. In determining a Member's share of the net profit or net loss for a fiscal year, the Members may allocate the net profit or net loss ratably on a daily basis using the Company's usual method of accounting. Alternatively, the Members may separate the Company's fiscal year into two or more segments and allocate the net profits or net losses for each segment among the persons who were Members, or who held particular Ownership Interests, during each segment based upon their Ownership Interests during that segment.

4. DISTRIBUTIONS

4.1 Distributions to Pay Taxes. To enable the Members to pay taxes on income of the Company that is taxable to the Members, the Company must make cash distributions to the Members. During each fiscal year the Company must distribute an amount equal to the product of (a) the highest aggregate rate of federal, state, and local income and self-employment tax imposed on the Company's income for that fiscal year (taking into account the deductibility of state and local income taxes for federal income tax purposes) allocated to any Member who was a Member for the full fiscal year times (b) the amount of the taxable income of the Company allocated to all Members for that

...

fiscal year. Distributions must be paid at least quarterly during each fiscal year at times that coincide with the Members' payment of estimated taxes, and the amount of each distribution will be based upon the anticipated taxable income of the Company for the fiscal year of the distribution and the anticipated tax rates of Members, as determined at the time the distribution is made. The Company's obligation to make distributions under this section is subject to the restrictions governing distributions under the Act.

4.2 Additional Distributions. Subject to the restrictions governing distributions under the Act, additional distributions of cash or property may be made from time to time by the Company to the Members, at such times and in such amounts as the Members determine.

4.3 Allocation of Distributions. All distributions to pay taxes and additional distributions must be made to Members in proportion to their Ownership Interests.

5. ADMINISTRATION OF COMPANY BUSINESS

5.1 Management. All Members have the right to participate in the management and conduct of the Company's business. Subject to the limitations imposed by this agreement or by action of the Members, **each Manager is an agent of the Company and has authority to bind the Company in the ordinary course of the Company's business, and each of them has the authority to open, administer or close bank accounts and investment accounts in the name of the Company.**

5.2 Actions by Members. Except as otherwise provided in this agreement, all decisions requiring action of the Members or relating to the business or affairs of the Company will be decided by the affirmative vote or consent of Members holding a majority of the Ownership Interests. Members may act with or without a meeting, and

...

any Member may participate in any meeting by written proxy or by any means of communication reasonable under the circumstances.

5.3 Approval of Other Members Required. In addition to the other actions requiring unanimous Member approval under the terms of this agreement, no Member has authority to do any of the following without the prior written consent of all other Members:

5.3.1 To sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company;

5.3.2 To merge the Company with any other entity;

5.3.3 To amend the articles of organization of the Company or this agreement;

5.3.4 To incur indebtedness by the Company other than in the ordinary course of business;

5.3.5 To authorize a transaction involving an actual or potential conflict of interest between a Member and the Company;

5.3.6 To change the nature of the business of the Company; or

5.3.7 To commence a voluntary bankruptcy case for the Company.

5.4 Devotion of Time; Outside Activities. Each of the Members must devote so much time and attention to the business of the Company as the Members agree is appropriate. Members may engage in business and investment activities

...

outside the Company, and neither the Company nor the other Members have any rights to the property, profits, or benefits of such activities. But no Member may, without the consent of all other Members, enter into any business or investment activity that is competitive with the business of the Company, or use any property or assets of the Company other than for the operation of the Company's business. For this purpose, the property and assets of the Company include, without limitation, information developed for the Company, opportunities offered to the Company, and other information or opportunities entrusted to a Member as a result of being a Member of the Company.

5.5 Compensation and Reimbursement. Members who render services to the Company are entitled to such compensation as may be agreed upon by the Members from time to time. Any compensation paid to a Member for services rendered will be treated as an expense of the Company and a guaranteed payment within the meaning of IRC §707(c), and the amount of the compensation will not be charged against the share of profits of the Company that would otherwise be allocated to the Member. Members are also entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

5.6 Self Interest. A Member does not violate any duty or obligation to the Company merely as a result of engaging in conduct that furthers the interest of the Member. A Member may lend money or transact other business with the Company, and, in this case, the rights and obligations of the Member will be the same as those of a person who is not a Member, so long as the loan or other transaction has been approved or ratified by the Members. Unless otherwise provided by applicable law, a Member with a financial interest in the outcome of a particular action is nevertheless entitled to vote on such action.

6. ACCOUNTING AND RECORDS

...

6.1 Books of Account. The Members must keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business and for the carrying out of this agreement. At a minimum, the following must be maintained at the principal office of the Company: (a) financial statements for the three most recent fiscal years; (b) federal, state, and local income tax returns for the three most recent fiscal years; (c) a register showing the current names and addresses of the Members; (d) a copy of the Company's articles of organization and any amendments thereto; (e) this agreement and any amendments thereto; (f) minutes of any meetings of Members; and (g) consents to action by Members. Each Member will have access to all such books and records at all times.

6.2 Fiscal Year. The fiscal year of the Company will be the calendar year.

6.3 Accounting Reports. Within 90 days after the close of each fiscal year, Company must deliver to each Member an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of the year and a profit and loss statement for the year.

6.4 Tax Returns. The Company must prepare and file on a timely basis all required federal, state, and local income tax and other tax returns. Within 90 days after the end of each fiscal year, the Company must deliver to each Member a Schedule K-1, showing the amounts of any distributions, contributions, income, gain, loss, deductions, or credits allocated to the Member during the fiscal year.

6.5 Tax Matters Partner. Anytime the Company has more than 10 Members, any Member is an entity other than an estate or a C corporation, or any Member is a nonresident alien individual, the Members must designate one of the Members as the

...

tax matters partner of the Company in accordance with IRC §6231(a)(7) and keep such designation in effect at all times.

7. DISSOCIATION AND DISSOLUTION

7.1 Withdrawal. A Member may withdraw from the Company only after giving notice of withdrawal to the other Members at least 90 days prior to the effective date of the withdrawal.

7.2 Expulsion. A Member may be expelled from the Company by an affirmative vote of the Members holding a majority of the Ownership Interests held by Members other than the expelled Member if the expelled Member has been guilty of wrongful conduct that adversely and materially affects the business or affairs of the Company, or the expelled Member has willfully or persistently committed a material breach of the articles of organization of the Company or this agreement or has otherwise breached a duty owed to the Company or to the other Members to the extent that it is not reasonably practicable to carry on the business or affairs of the Company with that Member. The right to expel a Member under the provisions of this section does not limit or adversely affect any right or power of the Company or the other Members to recover any damages from the expelled Member or to pursue other remedies permitted under applicable law or in equity. In addition to any other remedies, the Company or the other Members may offset any such damages against any amounts otherwise distributable or payable to the expelled Member.

7.3 Events of Dissolution. Except as otherwise provided in this agreement, the Company will dissolve upon the earliest of: (a) the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any Member; (b) approval of a dissolution of the Company by unanimous consent of the Members; or (c) at such time as the Company has no members.

...

7.4 Effect of Member's Dissociation. Within 120 days following the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of a Member, the other Members (whether one or more) may elect to continue the Company by themselves or with others, and to cause the Company to purchase the interest of the dissociating Member pursuant to the provisions of the sections of this agreement relating to purchase price and payment for member's interest. Making the election is in the sole discretion of the other Members and requires the consent of other Members holding a majority of the Ownership Interests held by the other Members. Notice of the election must be given in writing to the dissociating Member or the dissociating Member's successor in interest promptly after the election is made. If the other Members do not so elect, the Company will be dissolved.

7.5 Purchase Price. If the other Members elect to cause the Company to purchase the interest of a dissociating Member under the section of this agreement relating to effect of member's dissociation, the purchase price of the dissociating Member's interest in the Company will be determined by agreement between the other Members (acting by vote) and the dissociating Member. If an agreement on the purchase price is not reached within 30 days following the election to purchase the interest of the dissociating Member, the interest must be valued by a third party appraiser selected by the other Members who is reasonably acceptable to the dissociating Member, and the purchase price will be the value determined in that appraisal. In appraising the interest to be purchased, the appraiser must determine the fair market value of the interest as of the date of the event of dissociation. In determining the value, the appraiser must consider the greater of the liquidation value of the Company or the value of the Company based upon a sale of the Company as a going concern. The appraiser must also consider appropriate minority interest, lack of marketability, and other discounts. If the appraisal is not completed within 120 days following the election to purchase the interest of the dissociating Member, either the

...

other Members or the dissociating Member may apply to a court of competent jurisdiction for the appointment of another appraiser, in which case the court-appointed appraiser must appraise the interest of the dissociating Member in accordance with the standards set forth in this section, and the purchase price will be the value determined in that appraisal.

7.6 Payment for Member's Interest. The purchase price for the interest of a Member purchased under the section of this agreement relating to effect of member's dissociation will be paid as follows:

7.6.1 The purchase price will bear interest from the date of the election of the other Members to purchase the dissociating Member's interest at the prime rate of interest in effect on the date of the election as quoted in The Wall Street Journal or, if that publication is not available, another reputable national publication selected by the other Members that is reasonably acceptable to the dissociating Member.

7.6.2 The purchase price will be payable in accordance with the terms of a promissory note of the Company providing for the payment of the principal amount in 60 equal monthly installments, including interest on the unpaid balance, with the first installment to be due one month after the date of closing and an additional installment to be due on the same day of each month thereafter until the promissory note is paid in full. The promissory note will bear interest from the date of the closing at the rate specified above. The promissory note must provide that if any installment is not paid when due, the holder may declare the entire remaining balance, together with all accrued interest, immediately due and payable. Partial or complete prepayment of the remaining balance due under the promissory note will be permitted at any time without penalty, provided

...

that any partial prepayment will not affect the amount or regularity of payments coming due thereafter.

7.6.3 The purchase must be closed within 30 days following the determination of the purchase price. At the closing, the dissociating Member must sign and deliver to the Company a written assignment transferring the entire interest of the dissociating Member in the Company to the Company free and clear of all encumbrances. Such assignment must contain warranties of title and good right to transfer. At the closing, the Company must pay the accrued interest on the purchase price then due to the dissociating Member, and the Company must also deliver its promissory note to the dissociating Member. Each of the other Members must sign and deliver to the dissociating Member a security agreement granting a security interest to the dissociating Member in that percentage of the interest of each of the other Members in the Company equal to the Ownership Interest of the dissociating Member being purchased by the Company. The security agreement must be in a form reasonably acceptable to the attorney for the dissociating Member and will secure payment of the promissory note by the Company. The security agreement must provide that if there is a default in the payment of the promissory note by the Company and the security interest is foreclosed or the interest in the Company is retained by the secured party in satisfaction of the indebtedness, the interest may be transferred without the necessity of tendering the interest to the Company under the section of this agreement relating to tender of interest and the person acquiring the interest in the Company will be admitted as a member of the Company without further consent of the Members being required.

As an example of the operation of this provision, if the Ownership Interest of a dissociating Member was 25% and there are three other Members, each with an Ownership Interest of 33-1/3% after

...

the purchase of the dissociating Member's Ownership Interest by the Company, each of the other Members would be required to grant the dissociating Member a security interest in an Ownership Interest of 8-1/3%.

7.7 Effect of Purchase of Member's Interest. A dissociating Member will cease to be a Member upon the election of the other Members to cause the Company to purchase the dissociating Member's interest pursuant to the section of this agreement relating to effect of member's dissociation. Thereafter, the dissociating Member will have no rights as a Member in the Company, except the right to have the dissociating Member's interest purchased in accordance with the terms of this agreement.

7.8 Successor in Interest. For purposes of this section relating to dissociation and dissolution, the term "dissociating Member" includes the dissociating Member's successor in interest.

8. WINDING UP AND LIQUIDATION

8.1 Liquidation Upon Dissolution. Upon the dissolution of the Company, the Members must wind up the affairs of the Company unless the dissolution results from the dissociation of a Member and the other Members elect to continue the Company under the provisions of this agreement relating to effect of member's dissociation. If the affairs of the Company are wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must be promptly liquidated. Following liquidation of the assets of the Company, the proceeds must be applied and distributed in the following order of priority:

8.1.1 To creditors of the Company in satisfaction of liabilities and obligations of the Company, including, to the extent permitted by law, liabilities

...

and obligations owed to Members as creditors (except liabilities for unpaid distributions);

8.1.2 To any reserves set up for contingent or unliquidated liabilities or obligations of the Company deemed reasonably necessary by the Members, which reserves may be paid over to an escrow agent by the Members to be held by such escrow agent for disbursement in satisfaction of the liabilities and obligations of the Company, with any excess being distributed to the Members as provided below; and

8.1.3 To Members in proportion to the positive balances of their capital accounts, after taking into account all adjustments made to capital accounts for the fiscal year during which the distributions to Members are made.

8.2 Distribution of Property in Kind. With approval of the Members, property of the Company may be distributed in kind in the process of winding up and liquidation. Any property distributed in kind will be valued and treated for the Company's accounting purposes, in accordance with Treasury Regulations §1.704-1(b)(2)(iv)(e)(1), as though the property distributed had been sold at fair market value on the date of distribution. If property is distributed in kind, the difference between the fair market value of the property and its adjusted tax basis will, solely for the Company's accounting purposes and to adjust the Members' capital accounts, be treated as a gain or loss on the sale of the property and will be credited or charged to the Members' capital accounts in the manner specified in the section of this agreement relating to capital accounts.

8.3 Negative Capital Accounts. If any Member has a negative balance in the Member's capital account upon liquidation of the Company, the Member will have no obligation to make any contribution to the capital of the Company to make up the deficit,

...

and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

9. TRANSFER OF MEMBERS' INTERESTS

9.1 General Restrictions. No Member may transfer all or any part of such Member's interest as a member of the Company except as permitted in this agreement. Any purported transfer of an interest or a part of an interest in violation of the terms of this agreement will be null and void and of no effect. For purposes of this section a "transfer" includes a sale, exchange, pledge, or other disposition, voluntarily or by operation of law.

9.2 Permitted Transfers. A Member may transfer all or a part of the Member's interest in the Company with the prior written consent of all other Members. If the other Members do not consent to a particular transfer, the Member may transfer all or a part of the Member's interest if such interest or part has been tendered for sale to the Company in accordance with the section of this agreement relating to tender of interest, the tender has not been accepted within the time limit set forth in that section, the transfer is made to the transferee named in the notice of tender within 180 days after the notice of tender is effective, and the transfer is at a price and upon terms no more favorable to the transferee than those set forth in the notice of tender.

9.3 Tender of Interest. If a Member wishes to transfer all or part of the Member's interest in the Company and the other Members do not consent, the interest or the part to be transferred must be tendered to the Company by giving written notice of such tender to the Company. Such notice must contain the name and address of the proposed transferee, the price to be paid by the proposed transferee for the interest, if any, and the terms of the proposed transfer. If a Member's interest is transferred by operation of law, the successor in interest to the transferring Member may give the

...

required notice of tender to the Company at any time following the transfer, and such successor in interest will be deemed to have given the notice of tender at the time any other Member gives notice to the successor in interest and to all other Members of the failure to give the notice of tender. Within 30 days after a notice of tender is given, the other Members may accept the tender on behalf of the Company and have the Company purchase the interest tendered for the lesser of the price set forth in the notice of tender (if the proposed transfer is to be by sale) or the price applicable to the purchase of a Member's interest pursuant to the section of this agreement relating to the effect of member's dissociation. The tender must be accepted on behalf of the Company by giving notice of acceptance to the transferring Member or the transferring Member's successor in interest. The purchase may, at the option of the other Members, be on the terms set forth in the notice of tender, if any, or the terms set forth in the section of this agreement relating to payment for member's interest. For purposes of those provisions, the date of the acceptance of tender will be deemed to be the date on which the other Members elected to purchase the interest of a dissociating Member.

9.4 Effect of Tender. The Member tendering the interest will cease to be a Member with respect to the tendered interest upon an acceptance of the tender by the Company. Thereafter, the Member tendering the interest will have no rights as a Member in the Company, except the right to have the tendered interest purchased in accordance with the terms of this agreement.

9.5 Substitution. If the interest of a Member is transferred, the transferee of the interest may be admitted as a Member of the Company if the transferee executes and delivers to the Company a written agreement to be bound by all of the terms and provisions of this agreement. But the transferee is entitled to be admitted as a Member only if all of the other Members consent to the admission of the transferee as a Member, and this consent may be withheld reasonably or unreasonably. If a Member who is the

...

only member of the Company transfers the Member's entire interest, the transferee will be admitted as a Member of the Company effective upon the transfer without the requirement of an agreement to be bound by this agreement or consent. If the transferee is not admitted as a Member, the transferee will have the right only to receive, to the extent assigned, the distributions from the Company to which the transferor would be entitled. Such transferee will not have the right to exercise the rights of a Member, including, without limitation, the right to vote or inspect or obtain records of the Company.

10. INDEMNIFICATION AND LIABILITY LIMITATION

10.1 Indemnification. Except as otherwise provided in this section, the Company must indemnify each of the Members to the fullest extent permissible under the law of the state in which the articles of organization of the Company have been filed, as the same exists or may hereafter be amended, against all liability, loss, and costs (including, without limitation, attorneys' fees) incurred or suffered by the Member by reason of or arising from the fact that the Member is or was a member of the Company, or is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Members, provide indemnification to employees and agents of the Company who are not Members. The indemnification provided in this section is not exclusive of any other rights to which any person may be entitled under any statute, agreement, resolution of Members, contract, or otherwise. But despite any other provision of this agreement, the Company has no obligation to indemnify a Member for:

10.1.1 Any breach of the Member's duty of loyalty to the Company;

...

10.1.2 Acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;

10.1.3 Any unlawful distribution under the Act; or

10.1.4 Any transaction in which the Member derives improper personal benefit.

10.2 Limitation of Liability. No Member of the Company is liable to the Company or to the other Members for monetary damages resulting from the Member's conduct as a Member except to the extent that the Act, as it now exists or may be amended in the future, prohibits the elimination or limitation of liability of members of limited liability companies. No repeal or amendment of this section or of the Act will adversely affect any right or protection of a Member for actions or omissions prior to the repeal or amendment.

11. MISCELLANEOUS PROVISIONS

11.1 Amendment. The Members may amend or repeal all or part of this agreement by unanimous written agreement. This agreement may not be amended or repealed by oral agreement of the Members.

11.2 Binding Effect. The provisions of this agreement will be binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the Members. But this section may not be construed as a modification of any restriction on transfer set forth in this agreement.

11.3 Notice. Except as otherwise provided in other sections of this agreement, any notice or other communication required or permitted to be given under this agreement must be in writing and must be mailed by certified mail, return receipt

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requested, with postage prepaid. Notices addressed to a Member must be addressed to the Member's address listed in the section of this agreement relating to initial members, or if there is no such address listed for a Member, the address of the Member shown on the records of the Company. Notices addressed to the Company must be addressed to its principal office. The address of a Member or the Company to which notices or other communications are to be mailed may be changed from time to time by the Member's or the Company's giving written notice to the other Members and the Company. All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing.

11.4 Litigation Expense. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, including any proceeding in the United States Bankruptcy Court, the prevailing party in such proceeding will be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

11.5 Additional Documents. Each Member must execute such additional documents and take such actions as are reasonably requested by the other Members in order to complete or confirm the transactions contemplated by this agreement.

11.6 Counterparts. This agreement may be executed in two or more counterparts, which together will constitute one agreement.

11.7 Governing Law. This agreement will be governed by the law of the state in which the articles of organization of the Company have been filed.

11.8 Severability. If any provision of this agreement is invalid or unenforceable, it will not affect the remaining provisions.

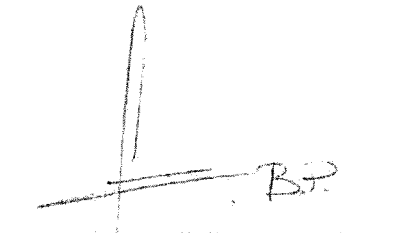
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11.9 Third-Party Beneficiaries. The provisions of this agreement are intended solely for the benefit of the Members and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

11.10 Authority. Each individual executing this agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this agreement constitutes a legally binding obligation of the corporation or other entity that the individual represents.



LUCIA LAUREIRO



BERNARDO PANDOLFI

DATE: April 25, 2022.

...

GEOTECHNICAL EXPLORATION

BROOKS LANE SUBDIVISION
1480 BROOKS LANE
OVEIDO, SEMINOLE COUNTY, FLORIDA

UES PROJECT NO. 0130.2300263.0001
UES REPORT NO. 2039548

PREPARED FOR:

Genesis Homes
7550 Southland Blvd., Suite 105
Orlando, FL 32809

Attention: Mr. Berhan Inanc

PREPARED BY:

Universal Engineering Sciences, LLC
3532 Maggie Boulevard
Orlando, Florida 32811
(407) 423-0504

September 13, 2023



Materials Testing
Geotechnical Engineering
Environmental
Building Sciences & Safety
Inspections & Code Compliance
Virtual Design Consulting

September 13, 2023

Genesis Homes
7550 Southland Blvd., Suite 105
Orlando, FL 32809

Attention: Mr. Berhan Inanc
berhan@genesiskontractor.com

Reference: **Geotechnical Exploration**
Brooks Lane Subdivision
1480 Brooks Lane
Oveido, Seminole County, Florida
UES Project No. 0130.2300263.0001
UES Report No. 2039548

Dear Mr. Inanc:

UES has completed a geotechnical exploration at the above referenced site in Seminole County, Florida. The scope of our exploration was planned in conjunction with and authorized by you. This exploration was performed in accordance with UES Proposal Nos. 2029156 & 2034727v2, dated July 13, 2023 & August 22, 2023, and generally accepted soil and foundation engineering practices. No other warranty, express or implied, is made.

The following report presents the results of our field exploration with a geotechnical engineering interpretation of those results with respect to the project characteristics as provided to us. We have included our estimates of the seasonal high groundwater level at the boring locations and geotechnical recommendations for residential lot suitability, pavement design, site preparation, and stormwater design. **Note that boring B-05, B-11, B-12, B-13 encountered a buried layer of unsuitable organic material. These organic soils will require some form of mitigation as outlined in this report.**

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully Submitted,
UNIVERSAL ENGINEERING SCIENCES, LLC
Certificate of Authorization No. 549

Luke G. Shafer, E.I.
Geotechnical Staff Engineer

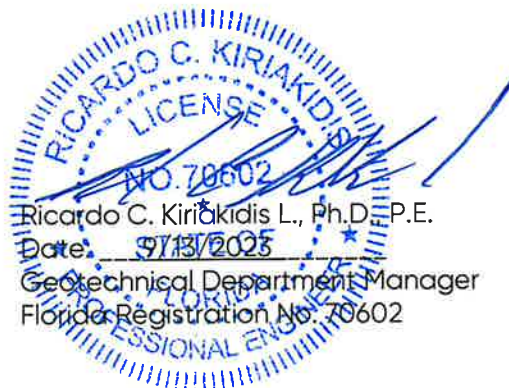
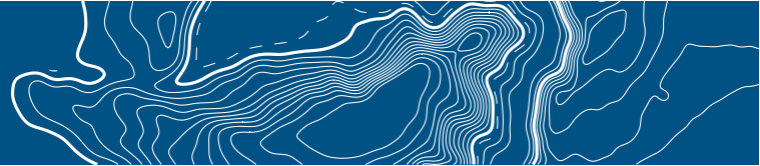




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1.0 PROJECT DESCRIPTION

We understand the proposed project will consist of the design and construction of a new residential subdivision located in Seminole County, Florida. The site is located at 1480 Brooks Lane in Oviedo, Florida. We were provided with a copy of the Conceptual Site Plan showing the proposed site improvements as well as the requested boring locations. The site plan identified 12 residential lots, one (1) stormwater management area, and associated paved roadways.

UES previously explored this site in July 2023, during that exploration we encountered highly organic soils at boring B-05. Based on that exploration we have been requested to further explore the remaining lots within the proposed development.

Although detailed loading conditions were not provided, we have assumed that the maximum loadings for the proposed structures will not exceed 25 kips per column and 4 kips per linear foot for structural walls. We have assumed that the finished floor elevation of the new building will be near existing grade.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our report and revise or modify our engineering recommendations accordingly, as needed.

No site or project facilities/improvements, other than those described herein, should be designed using the soil information presented in this report. Moreover, UES will not be responsible for the performance of any site improvement so designed and constructed.

2.0 PURPOSE

The purposes of this exploration were:

- to explore and evaluate the subsurface conditions at the site with special attention to potential problems that may impact the proposed development,
- to provide our estimates of the seasonal high groundwater level at the boring locations and
- to provide geotechnical engineering recommendations for residential lot suitability, pavement design, site preparation and stormwater pond parameters.

This report presents an evaluation of site conditions on the basis of geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. We would be glad to provide you with a proposal for these services at your request.

Our exploration was not designed to specifically address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. This evaluation requires a more extensive range of field services than those performed in this study. We would be pleased to conduct an exploration to evaluate the probable effect of the regional geology upon the proposed construction, if you so desire.

3.0 SITE DESCRIPTION

The subject site is located within Section 19, Township 21 South, Range 31 East in Seminole County, Florida. More specifically, the subject property is located at 1480 Brooks Lane in Oviedo, Florida, as shown on the attached Figure A-1. At the time of drilling, the site was a grassy and sandy lot with some trees and a single family home.

3.1 SOIL SURVEY

There are two (2) native soil types mapped within the general vicinity of the site according to the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Survey of Seminole County. A brief summary of the mapped surficial soil types are presented in Table I.

TABLE I
SUMMARY OF PUBLISHED SOIL DATA¹

Soil Symbol	Soil Type	Hydrologic Group	Drainage Characteristics	Depth to Published Seasonal High GWT ² (feet)
10	Basinger, Samsula , and Hontoon soils, depressional	A/D	Very Poorly Drained	0
20	Myakka and EauGallie fine sands	A/D	Poorly drained	½ to 1½

¹ Data obtained from the NRCS online webpage, accessed on 9/12/2023

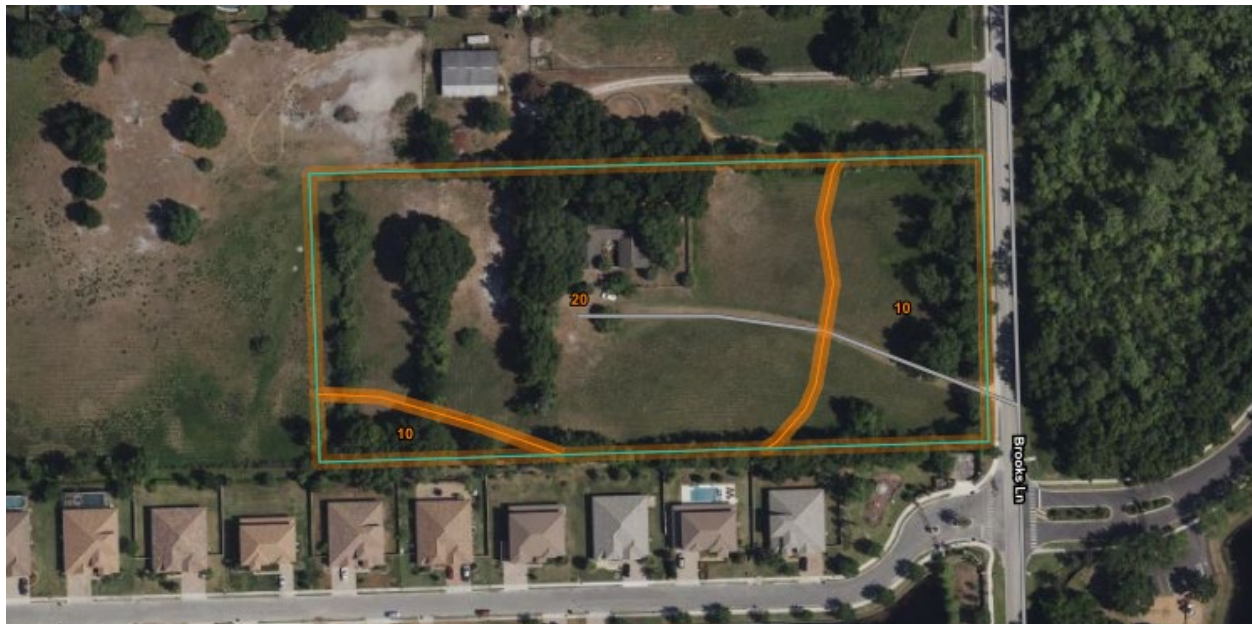


Figure I: Web Soil Survey

(Image obtained from the USDA NRCS Web Soil Survey online webpage, accessed on 9/12/2023)

3.2 TOPOGRAPHY

According to information obtained from the United States Geologic Survey (USGS) "Casselberry, Florida" quadrangle map, the pre-development ground surface elevation across the site area was approximately +40 to +45 feet National Geodetic Vertical Datum (NGVD). A copy of a portion of the USGS Map is included in Appendix A.

4.0 SCOPE OF SERVICES

The services conducted by UES during our geotechnical exploration were as follows:

July 28 to July 31, 2023 Exploration

- Drilled Six (6) Standard Penetration Test (SPT) borings within the proposed lots to a depth of 20 to 30 feet below existing land surface (bls).
- Drilled three (3) SPT borings within the proposed pavement area to a depth of 10 feet bls.
- Drilled one (1) Standard Penetration Test (SPT) borings within the proposed pond to a depth of 15 feet below existing land surface (bls).

August 29 to 31, 2023 Exploration

- Drilled seven (7) SPT Boring within the proposed lot area to a depth of 25 feet below existing land surface (bls)

Combined Explorations

- Secured samples of representative soils encountered in the soil borings for review, laboratory analysis and classification by a Geotechnical Engineer.
- Measured the existing site groundwater levels and provide an estimate of the seasonal high groundwater level at the testing locations.
- Conducted laboratory testing on selected soil samples obtained in the field to determine their engineering properties.
- Assessed the existing soil conditions with respect to the proposed construction.
- Prepared a report which documents the results of our exploration and analysis with geotechnical engineering recommendations.

5.0 FIELD EXPLORATION

The SPT borings were performed with a truck mounted drilling rig. Horizontal and vertical survey control was not provided for the test locations prior to our field exploration program. UES located the test borings by using the provided site plan, measuring from existing on-site landmarks shown on an aerial photograph, and by using handheld GPS devices. The indicated test locations should be considered accurate to the degree of the methodologies used. The approximate boring locations are shown in Appendix B.

The SPT borings, designated B-01 through B-13, R-01 through R-03, and P-01 on the attached Boring Location Plan in Appendix B, were performed in general accordance with the procedures of ASTM D 1586 "Standard Method for Penetration Test and Split-Barrel Sampling of Soils". SPT sampling was performed continuously to 10 feet to detect variations in the near surface soil profile and on approximate 5 feet centers thereafter.

Ground surface elevations at the boring locations would be beneficial to help us to identify any anomalies in our measured and estimated seasonal high groundwater levels, as well as improve the usefulness the groundwater information during the civil engineering design of the site.

6.0 LABORATORY TESTING

The soil samples recovered from the test borings and hand auger were returned to our laboratory and visually classified in general accordance with ASTM D 2487 "Standard Classification of Soils for Engineering Purposes" (Unified Soil Classification System). We selected representative soil samples from the borings for laboratory testing to aid in classifying the soils and to help to evaluate the general engineering characteristics of the site soils. The results of these tests are shown on the boring logs in Appendix B. A summary of the tests performed is shown in Table II.

TABLE II
LABORATORY METHODOLOGIES

Test Performed	Number Performed	Reference
Moisture Content	11	ASTM D 2216 "Laboratory Determination of Water (Moisture) Content of Soil by Mass"
Grain Size Analysis (#200 wash only)	3	ASTM D 1140 "Amount of Material in Soils Finer than the No. 200 (75 - μ m) sieve"
Soil Sieve Analysis	4	ASTM D 6913 "Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis"
Organic Content	5	ASTM D 2974 "Standard Test Method for Moisture, Ash, and Organic Matter of Peat and other Organic Soils"

7.0 SUBSURFACE CONDITIONS

7.1 GENERALIZED SOIL PROFILE

The results of our field exploration and laboratory analysis, together with pertinent information obtained from the SPT borings, such as soil profiles, penetration resistance and groundwater levels are shown on the boring logs included in Appendix B. The Key to Boring Logs, Soil Classification Chart is also included in Appendix B.

The soil profiles were prepared from field logs after the recovered soil samples were examined by a Geotechnical Engineer. The stratification lines shown on the boring logs represent the approximate boundaries between soil types, and may not depict exact subsurface soil conditions. The actual soil boundaries may be more transitional than depicted. A generalized profile of the soils encountered at our boring locations is presented in Table III. For detailed soil profile, please refer to the attached boring logs.

TABLE III
GENERALIZED SOIL PROFILE

Typical Depth (feet, bls)		Soil Description	Range of SPT "N" Values (blows/ft)
From	To		
Surface	18	Very loose to dense fine SAND with varied silt fine contents [SP, SP-SM, SM] with some occasional organics [SP-OL]. Note that borings B-06, B-09, B-11, & R-03 encountered a layer of buried <u>organics</u>.	2 to 40
18	30*	Very loose to very dense fine SAND with varied silt fine contents [SP, SP-SM] with many organics [SP-OL, PT] Note that borings B-05, B-12, & B-13 encountered a layer of buried <u>muck</u>.	WH to 67

* denotes maximum termination depth of the borings
WH= Weight of Hammer

7.2 NOTABLE FINDINGS

7.2.1 Loose Soil Conditions

A notable finding during the exploration program was the periodic presence of very loose to loose soil conditions observed in the several of the borings performed across the site. The loose, near surface soils, within approximately 1 to 2 feet of the surface, exhibited SPT "N" blow count values ranging from 1 blow per foot (bpf) to 4 bpf.

Very loose soil conditions are common on sandy soils, particularly at shallow depths. It has been our experience that soils with SPT "N" blow counts less than approximately 5 bpf may not provide adequate support for the structures without some soil improvement. therefore, we recommend that the surficial soils be compacted.

7.2.2 Organic Soils

Borings B-06, B-09, B-11, & R-03 encountered shallow slightly organic soils from surface to 4 feet bls. In general these material appears to be very close to the surface, which may be economically favorable to remove and replace with clean structural fill.

Organic soils were also encountered at the boring location B-05, B-12, & B-13, from 18 to 28 feet bls. The organic samples tested with organic contents of **75%, 8%, & 6%** and corresponding moisture content of **324%, 64%, & 49%**.

The general state of geotechnical practice is that soils with organic contents greater than approximately 5 percent are considered unsuitable to remain in-place to support structures and soils with organic contents greater than approximately 10 percent are considered unsuitable to remain in-place to support pavements. *The organic soils found on site particularly at boring B-05, exceed these criteria and should be considered unsuitable to support the proposed site improvements, including the proposed structure, pavements, underground utilities, and filled earth embankments without special design considerations.* Site recommendations addressing the remediation of organic soils are presented in Section 9.0 of this report.

8.0 GROUNDWATER CONDITIONS

8.1 EXISTING GROUNDWATER LEVEL

We measured the water levels in the boreholes on July 28 to 31 and August 28 to 31, 2023 during our drilling operations. Groundwater was encountered at depths ranging from approximately 1½ to 3 feet bls at the time of our exploration. The encountered groundwater level at each of the boring locations is shown on the attached boring logs.

Fluctuations in groundwater levels should be anticipated throughout the year, primarily due to seasonal variations in rainfall, surface runoff, and other factors that may vary from the time the borings were conducted.

8.2 SEASONAL HIGH GROUNDWATER LEVEL

Based on historical data, the rainy season in Central Florida is between June and October of the year. In order to estimate the seasonal high water level at the boring locations, many factors are examined, including the following:

- Measured groundwater level
- Drainage characteristics of existing soil types
- Current & historical rainfall data
- Natural relief points (such as lakes, rivers, wetlands, etc.)
- Man-made drainage systems (ditches, canals, retention basins, etc.)
- On-site types of vegetation
- Review of available data (soil surveys, USGS maps, etc.)
- Redoximorphic features (mottling, stripping, etc.)

Based on the results of our field exploration and the factors listed above, we estimate that the seasonal high groundwater level at the boring locations will form **from above ground surface to 2 feet below existing grade depending on the boring locations**. If any excavation to be conducted during rainy or wet season to the depth of estimated seasonal high groundwater table, a sump pump may be sufficient to control water to allow for sufficient subgrade preparation. The actual method(s) of controlling the water should be determined by the contractor.

Please note, ground surface elevations at the boring locations would be beneficial to allow us to identify any anomalies in both our measured and estimated seasonal high groundwater levels, as well as improve the usefulness the groundwater information during the civil engineering design of the site.

It should be noted that the estimated seasonal high water levels provided should be considered accurate to about ½ foot +/- and do not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should the impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated rainfall quantities, groundwater levels might exceed our seasonal high estimates. Further, it should be understood that changes in the surface hydrology and subsurface drainage from on-site and/or off-site improvements could have significant effects on the normal and seasonal high groundwater levels.

9.0 REMEDIATION OF ORGANIC SOILS

Based on the results of our exploration, deposits of unsuitable **ORGANICS** were encountered within the proposed site. Note that the shallow organics can be removed during clearing and grubbing of the site. However, the buried organics will require more attention. It has been our experience that constructing over buried highly organic soils is highly undesirable for private developments. For the discussion purposes, viable options for remediation of the buried organic soils within the proposed site improvement areas are presented in the following sections.

9.1 FOUNDATION OPTIONS

We understand that the design team, is planning on supporting the building foundations on shallow foundations. We present on the following sections the three most common approaches for dealing with buried organic soils, for information purposes.

The three (3) most common options for supporting structure in areas of buried **ORGANICS** are 1) over-excavation and replacement (de-mucking), 2) the use of deep foundations (piling), and 3) the implementation of a surcharging program with Geogrids and a stiffened structural slab foundation.

Based on our exploration boring locations B-06 & R-03 encountered shallow organic soils and we believe the most feasible option to remediate these soils is to remove them during clearing. Boring B-05 encountered organics at depths ranging from 18 to 28 feet bls, these will likely require bypassing with deep foundations or surcharge.

9.1.1 Over-Excavation and Replacement (De-mucking)

Typically, it is considered feasible to over-excavate organic soils to depths of approximately 15 feet for conventional low-rise structures. Below a depth of 15 feet, de-mucking becomes less practical and less economical due to the extensive amount of earthwork, de-watering and backfilling required.

The organic soils encountered at B-06, B-09, B-11, & R-03 generally ranged from the surface to 4 feet below existing grades. while the organic soils at boring B-05, B-12, & B-13 ranged between 18 and 28 feet.

In order to ensure complete removal of the organic soils and to aid in backfilling and compaction efforts, temporary de-watering will be required. De-mucking operations must be performed in a dry manner.

After the organic soils have been completely removed and the building areas have been properly backfilled, the structures can be supported on conventional shallow footing foundations designed as recommended in Section 10.0. **De-mucking typically represents the least amount of long-term risk to the client but will be very expensive to implement due to the depth of the material.**

9.1.2 Deep Foundations

The use of deep foundations (piling) is considered a viable option for supporting the proposed structure on deep deposits of organic soils. Deep foundations would by-pass the soft/organic layers and derive support from an underlying adequate bearing stratum. **Additional deeper SPT borings may be needed to provide design parameters for helical piles.**

This option represents relatively low long-term risk to the client, but it will require a more detailed structural design and may require additional borings for the design of the helical piles, push piers or small auger cast will be designed by the specialty contractor. Typically, deep foundations tend to be economically restrictive, particularly for single family residential construction.

9.1.3 Surcharging Program

The implementation of surcharging program in conjunction with a stiffened structural slab foundation and geogrid would be an alternative to deep foundations. Surcharging consists of pre-loading the area of concern by using an earth fill pile. Typically, surcharging consists of approximately 6 to 8 feet of additional fill (above final grade) to preload the site. The surcharge pile would remain in-place until monitoring by UES personnel indicates that consolidation of the organic soil is substantially complete. Post-surcharging settlements would be estimated on the order of 1 inch or less.

For preliminary cost/planning purposes, we anticipate that a waiting/monitoring period of up to 6 to 9 months would be required. The waiting/monitoring period could be reduced by using a larger (taller) surcharge mound (i.e. 10 to 12 feet tall) and/or using wick drains.

10.0 RESIDENTIAL LOT SUITABILITY CONSIDERATIONS

General Lot Suitability: Based on the results of the nearby soil borings, the shallow soils were found to consist of very loose to very dense sandy soils with varying amounts of silt to depths of 30 feet below existing grades. It is our opinion that proposed structures can be supported on properly designed and constructed shallow foundation systems provided that the site preparation recommendations outlined in this report are followed, any loose surficial soils are properly densified, and any organic soils remediated. The following recommendations are based on soil boring completed near the lots.

Structural Fill: All structural fill should consist of clean fine sands [SP] (less than 5 percent fines) placed in maximum 12-inch uniform loose lifts. Fill soils containing between 5 and 11 percent fines (SP-SM or SP-SC) may also be used, however, strict moisture control may be required. Each lift of structural fill should be densified to at least 95 percent of the Modified Proctor test maximum dry density of the soil (ASTM D 1557) and tested for compaction and approved before the placement of subsequent lifts.

Shallow footing foundations: We assume that the proposed single family homes will consist of 1- to 2-story, typical Florida stucco, block and wood frame construction. We have assumed that the maximum column loads will not exceed 25 kips and that maximum wall loads will not exceed 4 kips per lineal foot for the proposed residential structures.

Provided the lots are properly prepared prior to construction, the proposed residences can be supported upon conventional, shallow footing foundations designed for a maximum

allowable net soil bearing pressure of **1,500 psf** (for surcharge remediation) or **2,500 psf** (for all other protocols), in an effort to keep total and differential settlements to tolerable levels (i.e. 1-inch or less total settlement and ½-inch or less of differential settlement). The allowable net soil bearing pressure is that pressure that may be transmitted to the soil in excess of the minimum surrounding overburden pressure. The allowable bearing pressure should include dead load plus sustained live load. Per the Florida Building Code (FLBC), the foundations should be designed for the most unfavorable effects due to the combinations of loads specified in the FLBC.

The foundations may bear on either the compacted suitable native soils or compacted structural fill. The bearing level soils should be densified to at least 95 percent of the maximum dry density as determined by ASTM D 1557 (Modified Proctor) to a depth of at least **2 feet** below foundation levels.

The minimum width recommended for an isolated column footing is 24 inches. For continuous wall or thickened edge monolithic slab footings, the minimum widths should comply with the current Florida Residential Building Code, but under no circumstances should be less than 12 inches in width. The base of all footings should bear at least 12 inches below finished grade elevation as required under the current Florida Residential Building Code.

Construction Observations and Testing: We recommend the developer retain UES to provide inspection services during the site preparation procedures for confirmation of the adequacy of the earthwork operations. Field tests and observations include verification of foundation subgrade by monitoring earthwork operations and performing quality assurance tests of the placement of compacted structural fill courses. In-place density tests shall be performed within two feet of the bottom of all foundations.

11.0 PAVEMENT RECOMMENDATIONS

11.1 GENERAL

We understand that the proposed roadways will consist of a flexible pavement section with typical residential traffic. At the time of this exploration, specific traffic loading information was not provided to us. We understand that the roadways will be designed and constructed in accordance with the Seminole County Technical Standards Manual. Our recommendations for design of the roadways are listed in the following sections.

11.2 ASPHALTIC PAVEMENTS

11.2.1 Layer Components

We recommend using a three layer pavement section for the proposed roadways consisting of stabilized subgrade, base course, and surface course. The *Seminole County Technical Standards Manual* has divided the pavement requirements for typical local roads into categories as a function of traffic type (residential and commercial/collector). Table III summarizes the minimum pavement component thicknesses for residential roadway design. Being that most of the site is under Seminole County jurisdiction we are basing our recommendations on that assumption

TABLE III
MINIMUM ASPHALTIC PAVEMENT COMPONENT THICKNESSES

Traffic Type ⁽¹⁾	Layer Component		
	Surface Course (inches)	Base Course (inches)	Subgrade** (inches)
Residential	1½	6	10
Commercial	2	8	12

(1) Roads which will accommodate heavy truck traffic should be designed as commercial

** The subgrade should be stabilized for limerock (or crushed concrete) base (see Section 10.2.2)

11.2.2 Subgrade

The subgrade immediately beneath the base course should be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D 1557) value.

For a limerock (or crushed concrete) base, the subgrade should be stabilized to a minimum Florida Bearing Value (FBV) of 75 psi (or LBR of 40 as specified by FDOT).

Compaction testing of the subgrade should be performed to full depth at a frequency of at least one (1) test per 10,000 square feet, or every 250 lineal feet of roadway, whichever is greater.

Stabilized subgrade can be imported materials or a blend of on-site and imported materials. If a blend is proposed, we recommend that the contractor perform a mix design to find the optimum mix proportions. *Please note, Seminole County does not allow the use of plastic clay to stabilize the subgrade. Crushed limerock or crushed concrete base material could be used to stabilize the subgrade soils to meet the recommended LBR or FBV values stated previously.*

11.2.3 Base Course

Based on the results of our exploration and our experience in the project area, limerock, soil-cement and recycled crushed concrete are suitable base course materials for this project. However, local municipality standards may govern the use of recycled crushed concrete use as an alternative base course material. We recommend the civil engineer consult with the local municipalities prior to selecting the base course material for this project.

For a limerock base, the base course should be compacted to a minimum density of 98 percent of the Modified Proctor maximum dry density and exhibit a minimum LBR of 100. The limerock material should comply with the latest edition of the Florida Department of Transportation (FDOT) Road and Bridge Construction specifications.

For a soil-cement base, we recommend the contractor perform a soil-cement design with a minimum seven (7)-day strength of 300 pounds per square inch (psi) on the materials he intends to use. Place soil-cement in maximum 6-inch lifts uniform and compact in place to a minimum density of 95 percent of the maximum dry density according to specifications in ASTM D-558, "Moisture Density Relations of Soil Cement Mixtures".

Place and finish the soil-cement according to Portland Cement Association requirements. Final review of the soil-cement base course should include manual "chaining" and/or "soundings" seven days after placement. Shrinkage cracks will form in the soil-cement mixture and you should expect reflection cracking on the surface course.

Recycled Concrete Aggregate (RCA) may provide a cost-effective alternative material in lieu of limerock or soil cement base courses. Local availability, along with municipality standards, typically governs the use of crushed concrete use as an alternative base course material. The advantages of using crushed concrete as a pavement base course include its high strength (stronger than limerock), resistance to groundwater related distress, and lack of reflection cracking caused by thermal expansion and contraction.

If RCA base is used, the base course material should be sourced from an FDOT approved supplier. The base should be compacted to a minimum density of 98 percent of the Modified Proctor maximum dry density and exhibit a minimum LBR of 150. The base material should comply with the latest edition of the FDOT Road and Bridge Construction Specifications.

Compaction testing of the base course should be performed to full depth at a frequency of at least one (1) test per 10,000 square feet,

11.2.4 Surface Course

For the pavements, we recommend that the surfacing consist of FDOT SuperPave (SP) asphaltic concrete. The surface course should consist of FDOT SP-9.5 fine mix for light-duty areas and FDOT SP-12.5 topped with SP-9.5 fine mix for heavy duty areas. The asphalt concrete should be placed within the allowable lift thicknesses for fine Type SP mixes per the latest edition of FDOT, Standard Specifications for Road and Bridge Construction.

The asphaltic concrete should be compacted to an average field density of 93 percent of the laboratory maximum density determined from specific gravity (G_{mm}) methods, with an individual test tolerance of **+2 percent and -1.2% of the design G_{mm}** . Specific requirements for the SuperPave asphaltic concrete structural course are outlined in the latest edition of FDOT, Standard Specifications for Road and Bridge Construction.

Note: If the Designer (or Contract Documents) limits compaction to the static mode only or lifts are placed one-inch thick, then the average field density should be 92 percent, with an individual test tolerance of + 3 percent, and -1.2% of the design G_{mm} .

After placement and field compaction, the wearing surface should be cored to evaluate material thickness and density. Cores should be obtained at frequencies of at least one (1) core per 10,000 square feet of placed pavement, or a minimum of two (2) cores per day's production.

11.2.5 Effects of Groundwater

One of the most critical influences on the pavement performance in Central Florida is the relationship between the pavement base course and the seasonal high groundwater level. Sufficient separation will need to be maintained between the bottom of base course and the anticipated seasonal high groundwater level. We recommend that the seasonal high groundwater and the bottom of the base course be separated by at least 12 inches for RCA and soil-cement base courses, and at least 18 inches for a limerock base course.

The separation should be confirmed by reviewing the final site grading and paving plan. If the separation is not provided by grading, the installation of underdrains will be required.

11.2.6 Landscape Underdrains

In the event that landscape areas adjacent to the pavements include large mounds (>1 foot) of poorly draining organic topsoils or silty/clayey sands, we recommend that landscape drains be provided to protect the roadway against adverse effects from over-irrigation or excess rainfall. Poorly draining silty and clayey material causes the irrigation and rainwater to perch and migrate laterally into the pavement components, which eventually compromises the integrity of the pavement section.

11.3 CONCRETE "RIGID" PAVEMENTS

Concrete pavement is a rigid pavement that transfers much lighter wheel loads to the subgrade soils than a flexible asphalt pavement; therefore, requiring less subgrade preparation. Concrete pavement is recommended in truck court areas, under the dumpster areas, and 10 feet in front of the trash enclosures, at a minimum.

We recommend using the existing surficial sands or approved structural fill densified to at least 98 percent of Modified Proctor test maximum dry density (ASTM D 1557) without additional stabilization under concrete pavement, with the following stipulations:

1. Prior to placement of concrete, the subgrade soils should be prepared as recommended in The Site Preparation section of this report
2. The surface of the subgrade soils must be smooth, and any disturbances or wheel rutting corrected prior to placement of concrete.
3. The subgrade soils must be moistened prior to placement of concrete.
4. Concrete pavement thickness should be uniform throughout, with exception to the thickened edges (curb or footing).
5. The bottom of the pavement should be separated from the seasonal high groundwater level by at least 12 inches.

Based on the results of our exploration and review of the FDOT Rigid Pavement Design Manual, our recommended minimum concrete pavement design is shown in Table IV.

TABLE IV
MINIMUM CONCRETE PAVEMENT THICKNESSES

Service Level	Minimum Pavement Thickness	Maximum Control Joint Spacing	Recommended Saw Cut Depth
Light Duty	6 inches	12 feet x 12 feet	2 inches
Heavy Duty	7 inches	14 feet x 14 feet	2½ inches

We recommend using concrete with a minimum 28-day compressive strength of at least 4,000 pounds per square inch. Layout of the Saw cut control joints should form square panels, and the depth of saw cut joints should be ½ of the concrete slab thickness.

We recommend allowing UES to review and comment on the final concrete pavement design, including section and joint details (type of joints, joint spacing, etc.), prior to the start of construction.

For further details on concrete pavement construction, please reference the "Guide to Jointing of Non-Reinforced Concrete Pavements" published by the Florida Concrete and Products Association, Inc., and "Building Quality Concrete Parking Areas", published by the Portland Cement Association.

Specimens to verify the compressive strength of the pavement concrete should be obtained for at least every 50 cubic yards, or at least once for each day's placement, whichever is greater.

12.0 SITE PREPARATION

We recommend normal, good practice site preparation procedures for the new construction areas. These procedures include: **organic remediation as recommended in Section 9.0**, stripping/clearing of the site to remove existing vegetation, roots, topsoils, organics, debris, utility lines, etc. Following stripping, the exposed subgrade soils should be proof-rolled, and all subgrade and subsequent fill/backfill soils should be properly densified.

A more detailed description of this work is presented in this section.

1. Prior to construction, existing underground utility lines within the construction areas should be located. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may lead to excessive settlement of overlying structures.
2. If necessary, perform any remedial dewatering prior to any earthwork operations. Dewatering should be performed to a depth of at least **2 feet below the bottom of any excavations or compacted surface**.
3. Strip the proposed construction limits of existing vegetation, topsoil, roots, organic soils, debris and other deleterious materials within and 5 feet beyond the perimeter of the new construction areas. Expect clearing and grubbing to depths of **6 to 18 inches**. Deeper grubbing may be required along heavily wooded areas or near the depressional areas or water bodies. We strongly recommend that the stripped/excavated surfaces be observed and probed by representatives of UES.
4. Proof-roll the exposed subsurface soils under the observation of UES, to locate any soft areas of unsuitable soils, and to increase the density of the shallow loose fine sand soils. If deemed necessary by UES, in areas that continue to "yield", remove any deleterious materials and replace with a clean, compacted sand backfill.
5. Perform the necessary organic soil remediation as recommended in Section 9.0. Failure to properly remediate the organic soils as recommended may lead to excessive settlement distress within the structures, pavements, utilities, and other site improvements over their useful life.

6. After approval of the stripped surface, within the building areas, compact the upper **2 feet of the exposed subgrade soils** (including the 5 feet margin) to at least 95 percent of the Modified Proctor test maximum dry density (ASTM D 1557).
7. Place fill/backfill as necessary. All fill should consist of clean sand with less than 10 percent soil fines and be free of organics, debris and other deleterious materials. Fill soils containing between 5 and 10 percent fines may require strict moisture control. Place fill in maximum 12-inch loose, uniform lifts and compact each lift at least 95 percent of the Modified Proctor maximum dry density.
8. Within the pavement areas, the upper 12 inches of subgrade beneath the base course or concrete slabs (sub-base) should be stabilized and compacted to at least 98 percent of the Modified Proctor maximum dry density.
9. Test the subgrade and each lift of fill for compaction at a frequency of not less than one test per 2,500 square feet in the building areas and 10,000 square feet of pavement areas, with a minimum of 4 tests in each area.
10. Prior to the placement of reinforcing steel and concrete, verify compaction within the footing trenches to a depth of 2 feet. We recommend testing every column footing and at least one test every 100 feet of wall footing, with a minimum of 4 tests per building. Re-compaction of the foundation excavation bearing level soils, if loosened by the excavation process, can typically be achieved by making several passes with a walk-behind vibratory sled or jumping jack.

Stability of the compacted soils is essential and independent of compaction and density control. If the near surface soils or the structural fill experience "pumping" conditions, terminate all earthwork activities in that area. Pumping conditions occur when there is too much water present in the soil-water matrix. Earthwork activities are actually attempting to compact the water and not the soil. The disturbed soils should be dried in place by scarification and aeration prior to any additional earthwork activities.

Vibrations produced during vibratory compaction operations at the site may be significantly noticeable within 100 feet and may cause distress to adjacent structures if not properly regulated. Provisions should be made to monitor these vibrations so that any necessary modifications in the compaction operations can be made in the field before potential damages occur.

UES can provide vibration monitoring services to help document and evaluate the effects of the surface compaction operation on existing structures. It is recommended that large vibratory rollers remain a minimum of 50 feet from existing structures. Within this zone, the use of a static roller or small hand guided plate compactors is recommended.

13.0 STORMWATER POND DESIGN CONSIDERATIONS

We understand that the project will include One (1) proposed stormwater pond located within the eastern portion of the property. One (1) SPT boring, designated P-01 was completed within the footprint of the proposed pond. In addition, we understand there may be underground exfiltration chambers under the pavement areas. However, the locations have not been finalized. Against this background, we were requested provide

stormwater design parameters at the road borings in support of potential underground systems. Our recommended stormwater design parameters are shown below in Table VI.

**TABLE VI
STORMWATER DESIGN PARAMETERS**

Design Parameter	Estimated Values			
Relevant Boring Logs	P-01	R-01	R-02	R-03
Depth to Base of Surficial Aquifer (feet)	15*	4**	10*	10*
Estimated Seasonal High Groundwater level (below grade)	½	1	½	A.G.
Estimated Fillable Porosity of Surficial in-situ sands (percent)	20	20	20	20
Estimated Horizontal Saturated Hydraulic Conductivity of Surficial Aquifer (feet per day)	24	23	19	24
Estimated Vertical Unsaturated Hydraulic Conductivity of Surficial Aquifer (feet per day)	16	15	13	16

Table Notes:

*Depth to base of surficial aquifer based on the termination depth of the boring

**Depth to base of surficial aquifer based on the depth to the hydraulically restrictive soils [SM, SC]

A.G. = Above Ground

A Factor of Safety has not been applied to the values presented in the table above.

The estimated depths in Table VI are referenced to the existing ground surface at the time of our exploration. The actual infiltration rates from the stormwater systems may be influenced by pond geometry, natural soil variability, in-situ depositional characteristics and soil density, retention volumes, and groundwater mounding effects. Appropriate factors of safety should be incorporated into the design process. The stormwater pond bottoms and side slopes should be stabilized according to applicable Water Management District and local municipality guidelines.

14.0 DEWATERING AND EXCAVATION CONSIDERATIONS

Depending upon the time of year construction commences and the depth of excavation required, some dewatering may be required for the successful construction of this project. Where excavations will extend only a few feet below the groundwater table, a sump pump may be sufficient to control the groundwater table. Deeper excavations may require well points and/or sock drains to control the groundwater table. Regardless of the method(s) used, we recommend drawing down the water level at least 2 feet below the bottom of the excavation. The actual method(s) of dewatering should be determined by the contractor. The design and discharge of the dewatering system must be performed in accordance with applicable regulatory criteria (i.e. water management district, etc.) and compliance with such criteria is the sole responsibility of the contractor.

Excavations should be sloped as necessary to prevent slope failure and to allow backfilling. As a minimum, temporary excavations below 4-foot depth should be sloped in accordance with OSHA regulations. Where lateral confinement will not permit slopes to be laid back, the excavation should be shored in accordance with OSHA requirements. During excavation, excavated material should not be stockpiled at the top of the slope within a horizontal

distance equal to the excavation depth. Provisions for maintaining workman safety within excavations is the sole responsibility of the contractor.

15.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain UES to provide inspection services during the site preparation procedures for confirmation of the adequacy of the earthwork operations. Field tests and observations include verification of foundation and pavement subgrades by monitoring earthwork operations and performing quality assurance tests of the placement of compacted structural fill courses.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address site problems or construction changes, which may arise during construction, in a timely and cost-effective manner.

16.0 LIMITATIONS

This report has been prepared for the exclusive use of *Genesis Homes*, and other designated members of their design/construction team associated with the proposed construction for the specific project discussed in this report. No other site or project facilities should be designed using the soil information contained in this report. As such, UES will not be responsible for the performance of any other site improvement designed using the data in this report.

This report should not be relied upon for final design recommendations or professional opinions by unauthorized third parties without the expressed written consent of UES. Unauthorized third parties that rely upon the information contained herein without the expressed written consent of Universal Engineering Sciences, LLC assume all risk and liability for such reliance. The recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced.

This report does not reflect any variations which may occur between the boring locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations.

Borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our boring information for estimation of material quantities unless our contracted services *specifically* include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

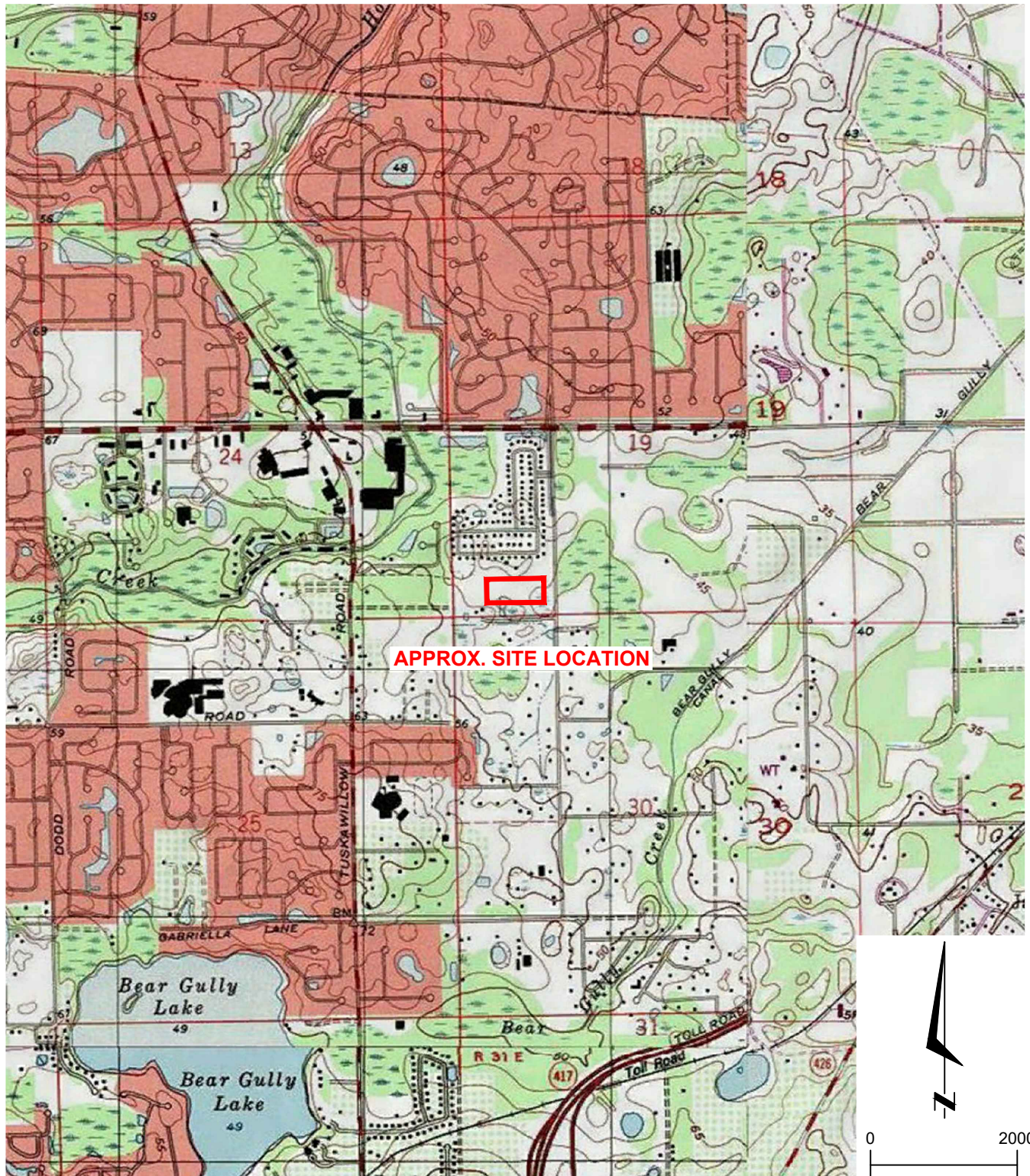
All users of this report are cautioned that there was no requirement for UES to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore, no attempt was made by UES to locate or identify such concerns. UES cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geotechnical Business Council (GBC), "Important Information About Your Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues.

Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

.....

APPENDIX A



SOURCE: USGS QUADRANGLE MAP OF "CASSELBERRY, FLORIDA".

SCALE (FT.)



UES

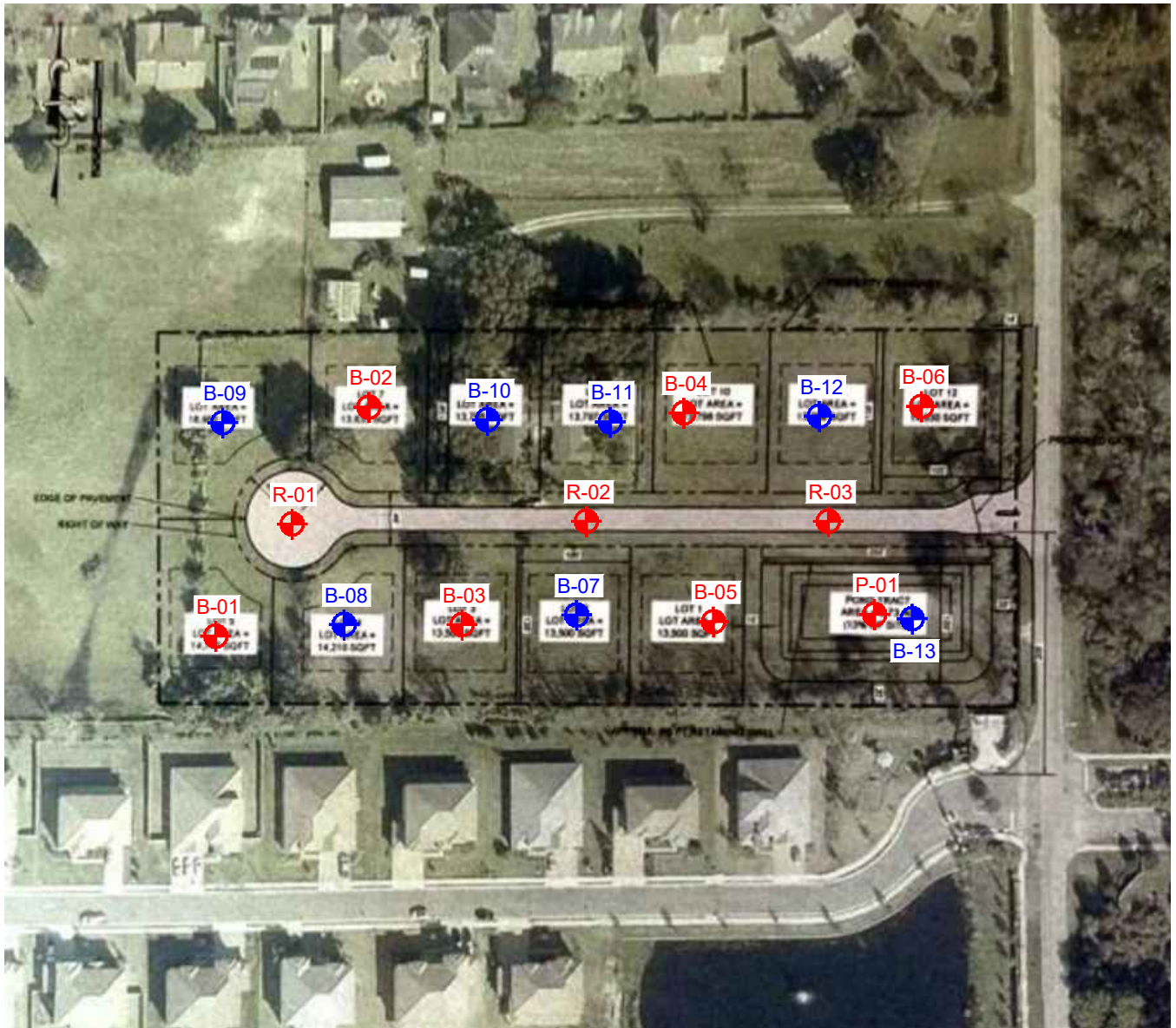
GEOTECHNICAL EXPLORATION
BROOKS LANE SUBDIVISION
OVIEDO, SEMINOLE COUNTY, FLORIDA

SITE LOCATION MAP

DR-WN BY: N.F.	D-TE: 9 - 6 - 2023	CHECKED BY: L.S.	D-TE: 9 - 6 - 2023
SC-LE: AS SHOWN	PROJECT NO: 0130.2300263.0001	REPORT NO: 2039548	P-GE NO: A-1

APPENDIX B





LEGEND

APPROX. STANDARD PENETRATION TEST
BORING LOCATION (SPT)
PERFORMED 8/29/2023 - 8/31/2023

STANDARD PENETRATION TEST
BORING LOCATION (SPT)
PERFORMED 7/28/2023 - 7/31/2023

THIS DRAWING CREATED USING PLAN PROVIDED BY CLIENT.



UES

GEOTECHNICAL EXPLORATION BROOKS LANE SUBDIVISION OVIEDO, SEMINOLE COUNTY, FLORIDA

BORING LOCATION PLAN

DRAWN BY: N.F.	DATE: 9 - 6 - 2023	CHECKED BY: L.S.	DATE: 9 - 6 - 2023
SCALE: AS SHOWN	PROJECT NO: 0130.2300263.0001	REPORT NO: 2039548	PAGE NO: B-1



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.1

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-01**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/28/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2

DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/28/2023

DRILLED BY:

EST. SHGWT (ft): 0.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose brown fine SAND [SP]						
		WH-1-1-2	2			-- medium dense						
		5-6-7-11	13									
5		6-9-12-11	21									
		10-7-8-7	15			Medium dense brown fine SAND with silt [SP-SM]						
10		9-10-10-10	20									
15		9-12-16	28									
						-- loose, light brown						
20		3-4-5	9			BORING TERMINATED AT 20.0 FEET						
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.2

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-02**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/28/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/28/2023

DRILLED BY:

EST. SHGWT (ft): 1

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose light brown fine SAND [SP]						
		1-1-1-2	2		▽	-- medium dense, dark brown						
		9-7-8-9	15		▼							
5		7-9-10-12	19			Medium dense dark brown fine SAND with silt [SP-SM]						
		11-5-10-9	15									
10		9-9-10-11	19									
15		10-13-17	30			Medium dense dark brown fine SAND [SP]						
20		4-3-6	9			-- loose, light brown						
						BORING TERMINATED AT 20.0 FEET						
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.3

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-03**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 7/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/31/2023

DRILLED BY:

EST. SHGWT (ft): 1

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose grey fine SAND [SP]						
		WH-1-2-2	3		▽							
					▼	Medium dense dark brown fine SAND with silt & trace roots [SP-SM]						
		3-5-9-11	14									
5												
		8-12-14-12	26									
		7-11-13-14	24									
10		11-16-14-17	30									
15		12-12-13	25									
20		5-7-14	21			Medium dense light brown fine SAND [SP]						
						BORING TERMINATED AT 20.0 FEET						
25												
30												

W-12899.GPJ



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.4

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-04**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 7/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/31/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose light brown fine SAND [SP]						
	WH-WH-2-1	2		▽		Medium dense dark brown fine SAND with silt [SP-SM]						
	2-5-10-12	15		▽		-- dense, brown						
5												
	12-19-21-20	40				Dense brown fine SAND [SP]						
	12-12-15-18	27				-- medium dense						
10												
	13-13-15-17	28										
	13-13-15	28										
15												
	1-2-3	5				Loose light brown fine SAND with silt [SP-SM]						
20						BORING TERMINATED AT 20.0 FEET						
25												
30												



UES BORING LOG

PROJECT NO.:	0130.2300263.0001
REPORT NO.:	2039548
PAGE:	B-2.5

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-05**

SHEET: **1 of 1**

SECTION: 19

TOWNSHIP: 21 S

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/28/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 1.5

DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT SURVEYED

DATE OF READING: 7/28/2023

DRILLED BY:

EST. SHGWT (ft): +0.0

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0				▽		Very loose brown fine SAND trace organics [SP]						
		WH-1-2-2	3	▼		-- loose						
		3-4-5-7	9									
5		4-5-6-7	11			-- medium dense						
		8-9-9-9	18				2	23				
10		10-9-12-13	21			Medium dense brown fine SAND with silt [SP-SM]						
15		7-9-10	19									
20		WH-WH-1	1			Very loose dark brown fine SAND with organics [PT]		324				75
25		1-WH-WH	WH									
30		16-30-37	67			Very dense brown fine SAND [SP]						
						BORING TERMINATED AT 30.0 FEET						

W-12899.GPJ



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.6

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-06**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 1.5

DATE FINISHED: 7/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/31/2023

DRILLED BY:

EST. SHGWT (ft): +0.0

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0				▽		Very loose dark brown fine SAND with organics [SP-OL]						
		WH-1-2-2	3	▼		Medium dense dark brown fine SAND [SP]						
		3-5-8-8	13									
5		5-9-10-13	19			-- brown						
		8-6-7-8	13			-- loose						
10		5-5-5-6	10									
						-- light brown						
15		5-5-5	10									
						-- medium dense						
20		7-9-6	15			BORING TERMINATED AT 20.0 FEET						
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.7

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-07**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/29/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 8/29/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/29/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose dark brown fine SAND [SP]						
		WH-1-2-4	3		▽ ▼	-- loose, brown						
		5-5-5-7	10			-- medium dense						
5		7-10-10-9	20									
		7-8-8-9	16									
10		6-7-7	14									
						-- loose						
15		4-2-6	8									
						-- medium dense						
20		8-7-6	13									
						Loose brown silty fine SAND [SM]						
25		2-3-3	6			BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.8

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-08**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/29/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 8/29/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/29/2023

DRILLED BY:

EST. SHGWT (ft): 2

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose grey fine SAND [SP]						
		1-3-4-4	7		▽	-- dark brown						
					▼	-- brown						
		3-4-4-3	8			-- medium dense						
5												
		4-7-5-7	12			-- loose						
		3-3-6-12	9			-- medium dense						
10		10-12-13-13	25									
15		8-6-7	13									
						-- loose						
20		2-3-3	6									
25		3-3-4	7			Loose brown silty fine SAND [SM]						
						BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.9

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-09**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 8/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/31/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose brown fine SAND [SP]						
		WH-1-2-3	3		▽ ▼	-- loose, dark brown						
		2-4-5-10	9			-- medium dense, trace organics		28				4
5		10-13-9-17	22									
		11-10-8-13	18									
10		5-10-11-18	21									
15		6-7-6	13									
20		6-8-9	17									
25		5-8-8	16			Medium dense brown fine SAND with silt [SP-SM]						
						BORING TERMINATED AT 25.0 FEET						
30												

W-12899.GPJ



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.10

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-10**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 8/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/31/2023

DRILLED BY:

EST. SHGWT (ft): 2

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose brown fine SAND [SP]						
		1-2-3-2	5		▽	-- dark brown						
		2-2-5-14	7		▼	-- dense						
5		11-14-17-18	31			-- medium dense						
		12-13-13-13	26			-- dense						
10		13-16-20-21	36									
						-- loose, brown						
15		5-5-4	9									
20		7-4-6	10			Loose brown silty fine SAND [SM]						
25		3-4-3	7			BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.11

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-11**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 8/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/31/2023

DRILLED BY:

EST. SHGWT (ft): 2

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose brown to light brown fine SAND [SP]						
	WH-2-2-3	4		▽		Medium dense dark brown fine SAND with some organics [SP-OL]		25				6
	9-6-8-9	12		▽		Medium dense brown to light brown fine SAND [SP]						
5	7-7-9-12	16										
	6-7-10-10	17										
10	6-13-16-15	27										
						-- loose						
15	3-3-5	8										
						-- medium dense						
20	6-6-8	14										
						Loose brown silty fine SAND [SM]						
25	4-3-5	8				BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.12

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-12**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 8/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/31/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose light brown fine SAND with roots [SP]						
		1-2-2-4	4		▽	-- dark brown						
		4-4-6-9	10		▼	-- medium dense, brown						
5		5-6-8-10	14									
		9-10-10-13	20									
10		10-10-9-8	19									
		5-6-7	13									
15												
		2-2-1	3			Very loose dark brown fine SAND with some organics [SP-OL]		64				8
20						Medium dense brown fine SAND [SP]						
		10-9-7	16			-- medium dense, brown						
25						BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.13

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-13**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/29/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 8/29/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/29/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose grey fine SAND [SP]						
		1-1-3-3	4			-- medium dense, brown						
		5-7-7-8	14									
5		7-7-8-7	15									
		6-6-7-9	13									
10		7-7-8-8	15									
15		6-8-8	16									
20		WH-1-14	15			Medium dense dark brown fine SAND with some organics [SP-OL]		49				6
25		12-19-28	47			Dense brown fine SAND [SP]						
						BORING TERMINATED AT 25.0 FEET						
30												

W-12899.GPJ



UES BORING LOG

PROJECT NO.:	0130.2300263.0001
REPORT NO.:	2039548
PAGE:	B-2.14

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **P-01** SHEET: **1 of 1**
SECTION: 19 TOWNSHIP: 21 S RANGE: 31 E

CLIENT: GENESIS HOMES
LOCATION: SEE BORING LOCATION PLAN

G.S. ELEVATION (ft): N.S. DATE STARTED: 7/28/23
WATER TABLE (ft): 2 DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/28/2023 DRILLED BY:
EST. SHGWT (ft): 0.5 TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose brown fine SAND with roots [SP]						
		1-1-1-2	3			-- loose	2	33			24	
		2-3-5-5	8									
5		4-4-5-6	9			Medium dense brown fine SAND with silt [SP-SM]	3	19				
		7-10-10-9	20									
10		8-11-14-13	25									
15		6-9-8	17			BORING TERMINATED AT 15.0 FEET						
20												
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.15

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **R-01**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 7/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/31/2023

DRILLED BY:

EST. SHGWT (ft): 1

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0												
		WH-2-2-4	4		▽	Loose brown fine SAND [SP]	2	23			23	
					▼	Medium dense dark brown fine SAND with silt [SP-SM]						
		5-7-11-13	18			Medium dense dark brown silty fine SAND [SM]						
5		9-11-14-13	25			Medium dense dark brown fine SAND with silt [SP-SM]						
		10-8-9-11	17									
10		11-13-13-15	26									
						BORING TERMINATED AT 10.0 FEET						
15												
20												
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.16

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **R-02**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2

DATE FINISHED: 7/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/31/2023

DRILLED BY:

EST. SHGWT (ft): 0.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very Loose dark brown fine SAND [SP]						
		WH-1-1-2	2			-- medium dense	4	29			19	
		3-4-9-9	13									
5		10-13-19-20	32									
		9-14-13-15	27									
10		11-13-15-14	28			BORING TERMINATED AT 10.0 FEET						
15												
20												
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.17

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **R-03**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/28/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 1.5

DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/28/2023






DRILLED BY:

EST. SHGWT (ft): +0.0

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0				▽		Very loose dark brown fine SAND with organics [SP-OL]						
		1-1-1-2	2	▼		Loose dark brown fine SAND [SP]						
		2-4-4-7	8			-- medium dense, brown	3	46			24	
5		6-11-10-12	21									
		7-8-8-9	16									
10		6-6-8-7	14			BORING TERMINATED AT 10.0 FEET						
15												
20												
25												
30												

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
NP	Non-Plastic (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less	ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays	
		OL	Organic silts and organic silty clays of low plasticity	
	SILTS AND CLAYS Liquid limit greater than 50%	MH	Inorganic silts, micaceous or diamictaceous fine sands or silts, elastic silts	
		CH	Inorganic clays or clays of high plasticity, fat clays	
		OH	Organic clays of medium to high plasticity	
		PT	Peat, muck and other highly organic soils	

*Based on the material passing the 3-inch (75 mm) sieve

** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY

(Sands and Gravels)

Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY

(Silts and Clays)

Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Firm – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS

(Limestone)

Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample

Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample

Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample

Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

APPENDIX C



Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.*

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@geoprofessional.org www.geoprofessional.org

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CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.



**Electronic Articles of Organization
For
Florida Limited Liability Company**

L20000165194
FILED 8:00 AM
June 15, 2020
Sec. Of State
kbrumbley

Article I

The name of the Limited Liability Company is:

FINTAVI LLC

Article II

The street address of the principal office of the Limited Liability Company is:

14354 SW 96TH TERR
MIAMI, FL. US 33186

The mailing address of the Limited Liability Company is:

5040 NW 7TH ST
STE 705
MIAMI, FL. US 33126

Article III

Other provisions, if any:

BEING PART OF A SOCIETY, AS WELL AS ANY ALL LAWFUL BUSINESS

Article IV

The name and Florida street address of the registered agent is:

PRODEZK INC
5040 NW 7TH ST
STE 705
MIAMI, FL. 33126

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ANDRES HURTADO

Article V

L20000165194
FILED 8:00 AM
June 15, 2020
Sec. Of State
kbrumbley

The name and address of person(s) authorized to manage LLC:

Title: MGR
BERNARDO PANDOLFI
5040 NW 7TH ST STE 705
MIAMI, FL. 33126 US

Title: MGR
LUCIA LAUREIRO
5040 NW 7TH ST STE 705
MIAMI, FL. 33126 US

Article VI

The effective date for this Limited Liability Company shall be:

06/15/2020

Signature of member or an authorized representative

Electronic Signature: BERNARDO PANDOLFI

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

DEVELOPMENT ORDER #06-20000019

RETURN TO SANDY McCANN

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to

applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: April Boswell
1101 East First Street
Sanford, FL 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

1. The aforementioned application for development approval is **GRANTED**.
2. All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
3. The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

The R-1AAA district will be adjacent to property to the south with a Future Land Use designation of SE and A-1 zoning district, which will require a 35-foot buffer ~~(tract or easement)~~ to be placed on the entire length of the southern property line of the project site, per Sec 30.1380.3(h)(1) and (2)(A).

The 35-foot buffer referenced above must also comply with the additional requirements of Sec 30.1380.3(h), which include:

- A. Any substantial existing vegetation within the buffer shall be maintained.
- B. The following plantings are required:
 - a. Eight canopy trees shall be planted per every 100 linear feet, with a minimum caliper of five (5) inches measured one-foot above ground, and a minimum height of twelve (12) feet, at the time of planting. A minimum of 80% of the canopy trees shall be oak.
 - b. A minimum of three (3) sub-canopy (understory) trees shall be planted between the canopy trees per every 100 linear feet, with a minimum caliper of three (3) inches measured one-foot above ground, and a minimum height of six (6) feet, at the time of planting.
 - c. If staggering is required for the sub-canopy trees due to space constraints between the canopy trees, the sub-canopy trees shall be staggered in front of the canopy trees on the side of the buffer closest to the abutting properties to the south.

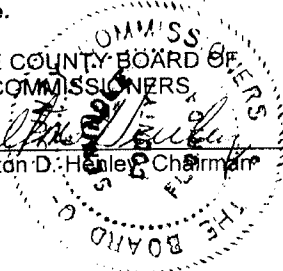
- C. All landscape material shall be a minimum quality rating of Florida #1.
 - D. All plantings shall be installed before the first Certificate of Occupancy is issued.
 - E. Requirements for maintenance of the buffer tract or easement and trees shall be incorporated into the covenants and restrictions and be made the responsibility of a homeowners' association.
 - F. Individual lot lines abutting the 35-foot buffer/easement shall have the lot setbacks measured from the inner edge of the buffer/easement.
4. The developer represents that the same planting requirements detailed in 3(B) above will also apply to the retention area buffer that will be placed abutting Brooks Lane along the entire length of the subject site. The developer represents that the plantings will also be supplemented with a berm to run along the entire length of the subject site abutting Brooks Lane.
5. The developer shall install an irrigation system to maintain landscaping.
6. This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
7. The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 

Carlton D. Henley, Chairman



OWNER'S CONSENT AND COVENANT

COMES NOW, the owners, Walid and Cassia Akkwi, on behalf of themselves and their heirs, successors, assigns or transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Witness

Witness

Witness

Walid Akkwi

Cassia Akkwi

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

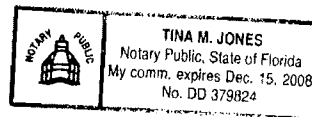
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Walid & Cassia Akkwi who is personally known to me or who has produced as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of November 2006.

Tina M. Jones

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:



OWNER'S CONSENT AND COVENANT

COMES NOW, the owners, Edwin Fernandez and Vissette B. Gordero, on behalf of themselves and their heirs, successors, assigns or transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

K& A
Witness Karla Alamo

Edwin Fernandez
Edwin Fernandez

George Seda
Witness George Seda

Daniel Morales
Witness Daniel Morales

Vissette B. Gordero
Vissette B. Gordero

Paul Ihrig
Witness Paul Ihrig

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edwin Fernandez Vissette B. Gordero who is personally known to me or who has produced as identification and who did not take an oath.

6th WITNESS my hand and official seal in the County and State last aforesaid this 6th day of November, 2006.

Maria I. Molinari
Notary Public, in and for the County and State
Aforementioned

My Commission Expires: 6/5/2008



OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Mary F. Cina, on behalf of herself and her heirs, successors, assigns or transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

[Signature]
Witness

Mary F. Cina
Mary F. Cina

[Signature]
Witness

[Signature]
Witness

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

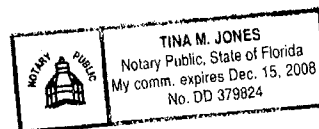
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary F. Cina who is personally known to me or who has produced EDK as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of December, 2006.

Tina M. Jones

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:



MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY FLORIDA

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, on this day personally
appeared the affiant herein, who, being duly sworn by me,
deposes and says:

1. That she as the Clerk of the Circuit Court of
Seminole County, Florida, is charged with correcting
any errors committed in the recording and indexing of
deeds and other instruments of writing in Seminole
County, Florida, pursuant to Florida Statutes
28.17(1979).

2. That an error has been discovered in the
indexing of a certain document previously recorded on
the 8th day of August 1969 in the Office of the Clerk
of the Circuit Court in and for Seminole County,
Florida, in Official Records Book 736 page 10
Public Records of Seminole County, Florida.

3. That said document was an easement from JACK P DODD
and KAY E DODD to FLORIDA POWER CORP on the West 6ft
of the East 39 ft of the SW1/4 of the SW1/4 of
Sec 19-21-31 etc.

4. That a brief description of the error is as
follows: the original document was not filmed and
does not appear on the microfilm. It appears that
page 10 is completely missing. It is indexed
in both Grantee and Grantor indices and the file
Register. Please see attached copy of the original
document.

That this affidavit shall be recorded in the Public
Records of Seminole County, Florida, and shall constitute
notice to all interested parties of the discovery of the
above described error in indexing the said document.



MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

Clara Howard

by: Deputy Clerk

OFFICIAL RECORDS
BOOK PAGE
3108 0437
SEMINOLE CO. FL.

MARYANNE MORSE
CLERK OF CIRCUIT COURT
870418

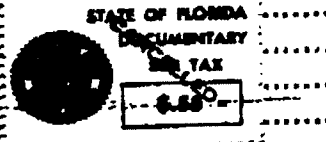
SEMINOLE COUNTY FL.
RECORDED & VERIFIED
96 JUL 30 AM 8:03

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assigns, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole line, for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith over, upon and across the following described land in:

County, State of Florida, to wit:

The West 6 feet of the East 32 feet of the SW 1/4 of the SW 1/4 of Section 19, Township 22 South, Range 31 East.

Also a 6 foot wide easement, center line of said easement to begin at the East line, 583 feet South of the Northeast corner of said SW 1/4 of SW 1/4 and extend West 550 feet to the end of said easement.



The Easement Area shall extend 3 feet on each side of the center line of power line.

GRANTEE shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall also have the right to trim, cut and keep clear trees, limbs and undergrowth along said line, and trees adjacent thereto, that may endanger the proper operation of the same. GRANTORS further grant the reasonable right to enter upon adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

GRANTORS hereby agree that no buildings or structures, other than fences, shall be constructed or located within said Easement Area. However, GRANTORS reserve the right to use said Easement Area for any other purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of said facilities of GRANTEE.

GRANTORS covenant that they have the right to convey the said easement and that the GRANTEE, its successors and assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this 5th day of Feb., A.D. 1961.

Signed, sealed and delivered in presence of:

[Signature: Eugene B. Taylor]
Eugene B. Taylor

[Signature: Jack P. Dodd]
Jack P. Dodd
[Signature: Mary L. Dodd]
Mary L. Dodd

STATE OF FLORIDA

COUNTY OF *[Signature: Orange]*

I HEREBY CERTIFY that on this 5th day of Feb., A.D. 1961, before me the undersigned authority, personally appeared *[Signature: Jack P. Dodd]* & *[Signature: Mary L. Dodd]*

to be known to me the persons described in and who executed the foregoing instrument and have acknowledged that they executed the same.

Witness my signature and official seal in said County and State, the day and year last aforesaid.



Notary Public, State of Florida at Large
My Commission Expires July 2, 1968

[Signature: Eugene B. Taylor]
Notary Public

BOOK 736 PAGE 010
OFFICIAL RECORDS
SEMINOLE COUNTY, FLA.

736 010

067095

BOOK 736 PAGE 010

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

Quit-Claim Deed

SEMINOLE CO. FL.

BOOK
PAGE

This Indenture, Made this 28th day of January A. D. 19 86
 BETWEEN JOSEPH P. CINA, a married man
 1480 Brooks Lane
 Oviedo, Florida 32765 of the County of
 Seminole and State of Florida part Y
 of the first part, and (2) MARY F. CINA, a married woman, 1480 Brooks Lane
 Oviedo, FL. 32765
 of the County of Seminole and State of Florida
 part Y of the second part.

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of
 TEN Dollars
 in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged has
 remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said
 part Y of the second part and her heirs and assigns forever, all the right, title, interest, claim
 and demand which the said part Y of the first part has in and to the following described lot
 piece or parcel of land, situate, lying and being in the County of Seminole

State of Florida, to-wit: The North 1/2 of the South 1/2 of the Southwest 1/4 of the
 Southwest 1/4 of Section 19, Twp. 21 South, Range 31 East, LESS the East 33 feet
 thereof reserved for road right of way, Public Records of Seminole County, Florida,
 LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
 Begin at the Southwest corner of Section 19, Twp. 21 South, Range 31 East, run
 North along West line of Section 19, Twp. 21 South, Range 31 East 329.41 feet
 to the point of beginning. Run thence North along West line of Section 19,
 Twp. 21 South, Range 31 East, a distance of 488 feet, thence East 1392 feet to
 center line of Brooks Lane, said point being 485 feet South of the Northeast
 corner of Southwest Quarter of Section 19, Twp. 21 South,
 Range 31 East, run thence South along center line of Brooks Lane 165 feet,
 thence West parallel to the North line 747 feet, thence South 321 feet, thence
 West 646 feet to the point of beginning. (Less the East 33 feet of the North 165
 feet for Brooks Lane.)

SUBJECT to that certain mortgage given to Security First Federal Savings & Loan
 Association in the original principal amount of \$40,000.00 which Grantee herein
 assumes and agrees to pay, recorded O.R. Book 841, page 244.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto be-
 longing or in any wise appertaining, and all the estate, right, title, interest and claim whatsoever of the said
 part Y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said
 part Y of the second part Y heirs and assigns forever.

In witness Whereof, The said part Y of the first part has hereunto set his
 hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Mary Cina } Joseph P. Cina (SEAL)
 Bridget Farns } (SEAL)

2008 1518
SEMINOLE CO. FL.

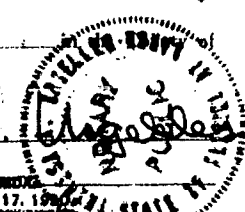
State of Florida
County of SEMINOLE

I Hereby Certify, That on this 28th day of January A. D. 1986,
before me personally appeared Joseph P. Cina
to me known to be the person described in and who executed the foregoing
conveyance to Mary Cina
and severally acknowledged the execution thereof to be a free act and deed for the uses and purposes
therein mentioned; and the said the wife of the said
on a separate and private examination taken and made by and
before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said
Deed of Conveyance, for the purpose of renouncing, relinquishing and conveying all her right, title and interest
whether of dower or separate property, statutory or equitable, in and to the lands therein described, and that she
executed said deed freely and voluntarily and without any constraint, fear, apprehension or compulsion of or from
her said husband.

Witness my signature and official seal at Oviedo, Florida
Seminole and State of Florida the day and year last aforesaid.

Sheresa A. [Signature]

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 17, 1990
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Quit-Claim Deed

FROM
JOSEPH P. CINA
TO
MARY F. CINA
Date January 28, 1986

State of Florida
County of }
Filed this day of
at O'clock M. and recorded in
Deed Book No. Page
RECORD VERIFIED.

CLERK CIRCUIT COURT

By 553652

DAVID A. BERNIER
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

1988 OCT 21 PM 3:43

RECORDED & VERIFIED

THIS INSTRUMENT PREPARED BY:

NAME MARY CINA
ADDR 1480 BROOKS LN
OVIDO, FL 32765

Prepared by:

Alejandra Marquez Villa, Esq.
AMV Legal Group P.A.
2450 Hollywood Blvd Suite 300
Hollywood, FL 33020
(954) 253-9695
File Number: 2023-187

MORTGAGE

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$500,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

THIS MORTGAGE, executed this 15 day of November, 2023, by and between **Fintavi LLC, a Florida limited liability company**, with an address of 407 Lincoln Rd Suite 6-G Miami Beach, FL 33139, hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representative, successors and assigns, either voluntary by act of the parties, or involuntary by operation of the law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and **Woolf Investments LLC, a New Jersey limited liability company**, with a post office of 6 Jason Woods Rd Closter NJ 07624, hereinafter called the Mortgagee, which term as used in every instance shall include the Mortgagee's heirs, executors, administrators, successors, legal representatives, successors and assigns, whenever and wherever the context so requires or admits, party of the second part. If the Mortgagee herein is acting as a trustee, then such Mortgagee trustee shall have full power and authority to protect, conserve, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by Section 689.071, Florida Statutes.

WITNESSETH: That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and, also in consideration of the sum of \$500,000.00 stated in the Promissory Note of even date herewith, which has a maturity date of December 1st, 2024 (the term "Note" as hereafter used shall denote the singular, if one note, or the plural, if more than one note, is secured by this mortgage), the Mortgagor does grant, bargain, sell, alienate, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed and in actual possession, situate in the COUNTY OF SEMINOLE, STATE OF FLORIDA, to wit:

Legal Description: See Exhibit A attached hereto

Property Address: 1480 Brooks Lane, Oviedo FL 32765.

THIS IS A PURCHASE MONEY MORTGAGE IN FIRST POSITION.

TOGETHER WITH all structures and improvements now or hereafter placed on said land, and the fixtures attached hereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the addendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, plumbing, ventilating, irrigating and power systems, appliances, fixtures and appurtenances, including air conditioning ducts, machinery and equipment, which are now or may hereafter pertain to or be used with, in or on said premises, though they be neither detached or detachable. Also all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof.

Initials BP LL

TO HAVE AND TO HOLD the same, together with tenements, hereditaments and appurtenances, unto the said Mortgagee, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold and occupy said land; that said land is free and clear of all other and prior liens, assessments, judgments, taxes and encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons, whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sums of money mentioned in said Note, including renewals, extensions and modifications thereof in the manner as therein specified, and shall pay all other sums provided to be paid by the mortgage, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. **PROMPT PAYMENTS.** To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this Mortgage, or either, promptly on the days respectively the same severally come due. In the event the within Mortgage lien is subordinate to a prior existing first mortgage lien, then Mortgagor shall be required to make timely payments thereon and to provide to Mortgagee such written evidence satisfactory to mortgagee (i.e., copy of canceled check) of the timely payment of the first mortgage covering the Subject Property described herein. Failure to timely make such payments or to timely provide such satisfactory evidence shall constitute a default hereunder.
2. **TAXES AND ASSESSMENTS.** To pay all and singular taxes, assessments (including Condominium assessments), levies, liabilities, obligation and encumbrances of every nature on said described property, each and every, within the time specified in Paragraph 7 below, and if the same shall not be promptly paid, the Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at the note rate.
3. **MAINTAIN INSURANCE.** To keep buildings now or hereafter on said land and the fixtures and personal property therein contained insured, in a company or companies approved by the Mortgagee, against loss by fire and windstorm and flood, for 100% replacement value so that the Mortgagee's interest is not subject to coinsurance. Such Insurance may not be written for a term of less than one (1) year and premiums there under shall be payable only in lump do not do not sum in advance and not in installments nor may such premium be financed. The policy or policies shall be held by and be payable to said Mortgagee, and the Mortgagee shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the Mortgagor to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien, or right under and by virtue of this Mortgage and may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest from date at the highest rate allowable by law. Mortgagor shall pay promptly, when due, any premiums on such insurance. **Mortgagor specifically assumes the obligation of notifying each and every insurer hereunder that any insurance policy placed upon the property may not be canceled under any circumstances without the giving of Thirty (30) days notice to the Mortgagee prior to such cancellation.** In the event of loss, Mortgagor shall give immediate notice by certified mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, Mortgagee in this instance being acknowledged and agreed to be the Attorney In-Fact for Mortgagor fully empowered to make such proof of loss. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee. Mortgagee is hereby authorized, at his option to settle and compromise any claims, awards, damages, right of

Initials BP LL

action and proceeds, and any other payment of relief under any and all insurance policies. Unless Mortgagor provides Mortgagee with evidence reasonably satisfactory to Mortgagee of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence reasonably satisfactory to Mortgagee that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Property, Mortgagor will be responsible for a one-time lapse fee of \$995 plus the costs of that insurance, including interest at the highest rate applicable during the continuance of a default and any other charges imposed by Mortgagee in connection with the placement of insurance, until the effective date of the cancellation or expiration of such insurance. The costs of the insurance may, at Mortgagee's discretion, be added to Mortgagor's total principal obligation owing to Mortgagee, and in any event shall be secured by the liens on the Property created by this Mortgage. It is understood and agreed that the costs of insurance obtained by Mortgagee may be more than the costs of insurance Mortgagor may be able to obtain on its own. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to purchaser or grantee, if Mortgagee permits an assumption. In the event of default under the terms of the note, this mortgage or any other instrument hereunder, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to the Mortgagor's credit and shall be entitled to receive any return premium from the cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. CARE OF MORTGAGED PROPERTY. To permit, commit or suffer no waste, impairment, abandonment or deterioration of said property, or any part thereof, nor shall Mortgagor permit the property to be encumbered by any lien; Mortgagor shall not remove or demolish any building or other real or personal property forming a part of the Mortgaged Property without the written consent of Mortgagee. In the event of the failure of the Mortgagor to maintain the buildings and personal property in good condition or repair, the Mortgagee may demand the immediate repair of said property, the satisfaction of the lien or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of (5) days, shall constitute a breach of this Mortgage and, at the option of the Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately and without notice, may institute proceedings to foreclose this Mortgage and apply for the appointment of a Receiver, as hereinafter provided. In the event of default hereunder and the Mortgagor fails to comply with all of the provisions of this paragraph, then Mortgagee may take any and all steps necessary to secure the premises from further waste or destruction or diminution of the security for the mortgage hereunder. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time between the hours of 9:00 A.M. and 7:00 P.M., seven days a week and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection. Mortgagee will give Mortgagor (3) days advance notice of Mortgagee's intention to make such inspections. Should Mortgagor refuse to permit Mortgagee or Mortgagee's agents to make said inspections within 4 days after said Mortgagor have been noticed, this will be deemed a breach of the mortgage agreements and such breach will entitle Mortgagee to immediately accelerate the note and mortgage. Should Mortgagor not reside on premises, no notice to Mortgagor by Mortgagee will be required to conduct said property inspections. Mortgagor agrees to notify any tenants they may have in the subject property of mortgagee's right to inspect the premises between the hours of 9:00 A.M. and 7:00 P.M. seven days a week. In the event of default under any of the terms of this mortgage instrument, the Mortgagee shall be entitled to make or cause to be made, any inspections, appraisals or evaluations as Lender shall deem necessary to ascertain and confirm the value of the collateral pledged hereby. The cost of any such inspections, appraisals or evaluations shall be borne by the mortgagor.

5. HAZARDOUS MATERIALS. Mortgagor represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as hereinafter defined), on, from, or affecting the Mortgaged Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and no tenant or subtenant has used Hazardous Materials on, from, or affecting the Mortgaged Property, in any

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manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall keep or cause the Mortgaged Property to be kept free of Hazardous Materials. Without limiting the foregoing, mortgagor shall not cause or permit the transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Mortgaged Property or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with any and all approvals, registrations or permits required there under. Any violation of the terms of this paragraph shall be deemed an event of default.

6. **RECEIVERSHIP.** To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants in said promissory note and deed set forth. Mortgagee may pursue any other remedy available to it including but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by proceedings or by the exercise of its power with respect to entry to taking possession, or both, as Mortgagee may determine. Mortgagor specifically waives the right to object to the appointment of a receiver and consent that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee, and without reference to the adequacy of the value of the mortgaged property or to the solvency or insolvency of the Mortgagor or to the fact that the property is or may be homestead property or any other reason whatsoever. Mortgagor agrees to surrender possession and occupancy of the property herein described to Mortgagee or mortgagee-receiver upon demand. The rights granted by this paragraph shall apply only in events of default under the note or mortgage.

7. **TAXES.** To deliver unto the Mortgagee, on or before March 31st. of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the mortgaged property for the preceding calendar year; to deliver to the Mortgagee receipts evidencing the payment of all liens for public improvements within Ninety (90) days after the same shall become due and payable and to pay or discharge within Ninety (90) days after due date, any and all governmental levies that may be made on the mortgaged property, on this Mortgage or note or in any other way resulting from the mortgage indebtedness secured by this Mortgage. In the alternative, Mortgagee shall have the right to require Mortgagor to pay on the day monthly payments are due under the note until the Note is paid in full, 1/12th of (a) The yearly taxes and assessments which attain priority over this security interest, and (b) the yearly hazard and, if applicable, flood insurance. Such sums shall be held by Mortgagee and applied in payment of such items when the same become due. Mortgagor shall pay upon demand therefore any shortfall as to such items, with any excess sums to be refunded by Mortgagee. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. In the event that escrows are required, Mortgagor shall collect a two month cushion in advance, and maintain said two month payment cushion throughout the term of the mortgage. In the event that escrows are held by Mortgagee, if upon annual accounting there is an escrow overage which would be returned to the Mortgagor, and the Mortgagor owes Mortgagee any late fees or other accrued charges which the Mortgagee would have a right to collect as per the terms of this mortgage, Mortgagor hereby assigns to mortgagee the right to deduct any such charges from the escrow overage prior to refund.

8. **COSTS.** To pay all and singular the costs, charges and expenses, including attorneys fees, reasonably incurred or paid at any time by the Mortgagee, because of the failure of the Mortgagor to perform, comply with or abide by each and every of the stipulations, agreements, conditions and covenants of said promissory note and this Mortgage or either, and every such payment shall bear interest from the date at the note rate. Further, to pay all recording costs, documentary stamps and intangible taxes relating hereto, as well as recording costs relating to the Satisfaction hereof. Mortgagor acknowledges that in the event that the Mortgagee disburses any advance under this Mortgage, due to the failure of Mortgagor to comply with any of the terms of the said promissory note or this Mortgage, constituting an event of default, then Mortgagor shall be responsible to pay a charge to Mortgagee of \$50.00 per disbursement, in addition to the amount disbursed, to cover Mortgagees expenses in making same.

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9. **ATTORNEY'S FEES.** The term "Attorney's Fees" as used in this mortgage includes any and all legal fees of whatever nature including but not limited to, costs of collection prior to the institution of suit, fees resulting from the prosecution or defense of any nature of legal action brought by virtue of this mortgage or any other matter affecting the mortgaged property, fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation, all legal fees during such time that Mortgagor may file or be in bankruptcy and subsequently, and any and all legal fees incurred by Mortgagee from the creation of this mortgage and note until the note and mortgage are satisfied or the property is sold at foreclosure auction and including attorney fees necessary to obtain and subsequently collect on a deficiency judgment against Mortgagor.

10. **DEFENSE OF THIRD-PARTY ACTIONS.** If any action, or proceeding, shall be commenced by any person other than the holder of this Mortgage (except an action to foreclose this Mortgage, or to collect the debt secured thereby) to which action, or proceeding, the holder of this Mortgage is made a party, or in which it shall become necessary to defend or uphold the lien of this Mortgage, all sums paid by the holder of this Mortgage, and/or paid by any third party beneficiary of this Agreement, for the expense of any litigation to prosecute or defend the rights, charges, fees, costs, and liens created by or memorialized within this Mortgage (including reasonable attorneys fees), shall be paid by the Mortgagor, together with the interest thereon, at the highest rate allowable by law. Any such sum and interest thereon, shall be a claim upon said premises, and shall be deemed to be secured by this Mortgage. The sums paid by or incurred by the holder hereof in accordance with the terms of this paragraph shall be paid by the Mortgagor unto the holder hereof within Thirty (30) days, and the failure or omission of the Mortgagor so to do shall entitle the Mortgagee to add such sums to the principal indebtedness of this Mortgage and the note it secures, and/or at its option declare this Mortgage and the note it secures to be in default, thereupon maturing all of the unpaid indebtedness including the sums advanced hereunder.

11. **EXTENSION IS NOT A WAIVER.** No extension of the time or modification of the of payment of the Promissory Note and no release of any part or parts of the Mortgaged Property by the Mortgagee shall release, relieve, or discharge the Mortgagor from the payment of any sums hereby secured but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modification unless specifically released and discharged in writing by the Mortgagee. Any acceptance by the Mortgagee of late or part payment of any installment of principal or interest, or both, or of late or part performance of any covenant, or delay by the Mortgagee for any period of time in exercising the option to mature the entire debt secured hereby shall not operate as a waiver or forfeiture of the right to exercise such option or mature the entire debt secured hereby. **THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING MAY RESULT IN A MODIFICATION OF THE COMMON LAW RULES OF WAIVER AND ESTOPPEL. THE MORTGAGOR AFFIRMATIVELY STATES THAT SUCH MODIFICATION IS INTENDED, IT BEING IN THE BEST INTERESTS OF THE MORTGAGOR TO PERMIT THE MORTGAGEE FLEXIBILITY IN RESPONDING TO VARIOUS SITUATIONS.** As an example, it is to the Mortgagor's benefit that although the Mortgagee has the right to immediate acceleration without notice or demand, the mortgagee not be obligated to accelerate the obligations of the Mortgagor secured hereby where the Mortgagor fails to make a payment when it is due; rather the Mortgagee may permit said late payment without prejudicing the Mortgagee's right hereunder.

12. **COLLECTION OF RENTS.** Mortgagor unconditionally assigns and transfers to Mortgagee all of the rents and revenues of the property. Mortgagor authorizes Mortgagee or Mortgagee's agent to collect the rents and revenues and hereby directs each tenant of the property to pay the rents to Mortgagee or Mortgagee's agent. However, prior to Mortgagee's notice to Mortgagor of Mortgagor's default, Mortgagor shall be entitled to collect the rents, issues and profits from the premises as trustee for the benefit of Mortgagor and Mortgagee. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only. In the event the Mortgagor should assign the rents of the mortgaged premises or any part thereof without the consent of the Mortgagee, then the Entire principal sum secured hereby shall, at the option of the Mortgagee, become immediately due and payable. This Assignment terminates automatically upon satisfaction of this mortgage.

13. **THIRD-PARTY FORECLOSURE PROCEEDINGS.** If any foreclosure proceeding should be instituted on any mortgage inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind,

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the Mortgagee may at its option immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this Mortgage and the Mortgagee at its option may immediately or thereafter declare this Mortgage and the indebtedness hereby secured due and payable. Any payments made to the holder of the said superior mortgage by the holder hereof to prevent a default or acceleration of the said superior mortgage, shall be added to the debt secured hereby and subject to the same terms and conditions as contained in this mortgage or the note hereby secured. The Mortgagor herein hereby agrees to pay the said superior mortgage in accordance with its terms covenanting to keep the same current and paid. Mortgagor hereby grants unto Mortgagee the right to advance such funds necessary to cure any default under the said superior mortgage, such sums so advanced being so secured by the lien provided herein, and interest shall accrue thereon and the highest rate allowable by law from the date of advancement of said sums by Mortgagee until paid. Any modification of any mortgage superior to this Mortgage or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage shall be deemed a breach of the terms and covenants of this Mortgage and the Mortgagee hereof may at its option declare this Mortgage and the indebtedness secured hereby due and payable. Mortgagor hereby irrevocably authorizes Mortgagee at any time to obtain any information Mortgagee may wish from any such superior mortgage on the subject property. Should such superior mortgage require any further authorization to give Mortgagee any information on such superior mortgages, Mortgagor shall immediately, upon demand of Mortgagee, provide such superior mortgagees with any authorization necessary.

14. **INCREASING PRINCIPAL OF ANY SUPERIOR MORTGAGE ON SUBJECT PROPERTY.** Mortgagor shall not in any way increase, or cause to be increased, or attempt to increase the amount of any indebtedness, encumbrance, lien or mortgage which is superior or equal in right, priority and dignity to this mortgage. Should nevertheless such superior or equal dignity mortgage be increased, the **PRINCIPAL INCREASE OF SUCH SUPERIOR OR EQUAL DIGNITY MORTGAGE IS HEREBY IRREVOCABLY ASSIGNED TO MORTGAGEE, AND SHALL BE OF INFERIOR RIGHT PRIORITY AND DIGNITY TO THIS MORTGAGE.** And, the act of increasing such principal of any superior or equal dignity mortgage is a default in these agreements and will entitle Mortgagee to immediately accelerate this mortgage in accordance with all remedies herein.

15. **NOTICE.** The mailing of a written notice of demand, addressed to the mortgagor and owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at the said mortgaged premises, and mailed by the United States Mails, certified mail, return receipt requested, or delivered by overnight carrier providing a delivery receipt, shall be sufficient notice and demand in any matter arising under this instrument and required by the provisions hereof or by law.

16. **MAINTENANCE OF PRIORITY.** To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein, as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

17. **ACCELERATION OF MORTGAGE.** If any sum of money herein referred to is not promptly and fully paid within five (5) days next after the same becomes due and payable, or if each and every of the stipulations,

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agreements, conditions and covenants of said promissory note and this mortgage, or either, are not duly performed, complied with and abided by, then, and in that event, the said note shall be deemed accelerated and all moneys secured hereby, shall become immediately due and payable, at the option of said Mortgagee, as fully and completely as if all of the sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said Mortgagee without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT THAT MORTGAGEE EXERCISES ITS RIGHT TO ACCELERATE THIS MORTGAGE AS PROVIDED HEREIN, MORTGAGEE WILL BE REQUIRED TO PERFORM SUBSTANTIAL ADDITIONAL WORK TO PREPARE FOR AND PROSECUTE A FORECLOSURE PROCEEDING. ACCORDINGLY, IN ORDER TO COMPENSATE THE MORTGAGEE THEREFORE, IN THE EVENT OF SUCH ACCELERATION, IN ADDITION TO ANY OTHER FEES AND COSTS CHARGEABLE TO THE MORTGAGOR BY THE NOTE, THE MORTGAGE OR BY LAW, THE MORTGAGOR AGREES TO PAY TO MORTGAGEE A FEE EQUAL TO 1% OF THE UNPAID PRINCIPAL BALANCE, OR \$250.00, WHICHEVER IS GREATER. SAID FEE SHALL BE DUE AND PAYABLE UPON THE OCCURRENCE OF THE ACCELERATION AND SHALL NOT BE AFFECTED BY ANY AGREEMENT BY THE MORTGAGEE TO PERMIT REINSTATEMENT OF THE LOAN.

18. FUTURE ADVANCES. It is the intent hereof to secure payment of said promissory note whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed 200 % of original principal sum hereof plus Interest thereon and any costs of preparing such future advance documents, inspections to the premises, disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest thereon; and this Mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made not more than five (5) years after the date thereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances. In the event that this mortgage contemplates a future advance, or is disbursed in draws or periodic payments, Mortgagee shall have the right to refuse to make any further disbursements hereunder, regardless of any agreements with Mortgagor to do so, if any of the payments hereunder from the inception of the loan, have been made after the applicable grace period.

19. CONDEMNATION. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof, either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of the Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and are hereby irrevocably authorized, at their option, to commence, appear in and prosecute in its own or Mortgagors name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards and damages, claims rights or action and proceeds, any other payments of relief and the right thereto, are hereby assigned by the Mortgagor to Mortgagee; and Mortgagee after deducting therefrom all his expenses including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the note. Any balance of monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensation, awards, damages, claims, as rights of action and proceeds as Mortgagee may require and should it be necessary for Mortgagee to retain counsel and compel Mortgagor to comply, Mortgagor agrees in this event to pay all attorney fees of Mortgagee in such action for this purpose.

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20. ESTOPPEL CERTIFICATE. The Mortgagor shall, within five (5) days from written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses, duly acknowledged, setting forth the amount of principal and interest unpaid hereunder and the general status of said mortgage, and the failure of the Mortgagor to make and deliver said estoppel certificate and waiver of defenses with the time aforesaid shall constitute a default and a breach of this Mortgage and shall entitle this holder hereof to declare all of the unpaid principal balance immediately due and payable.

21. EXECUTION OF ADDITIONAL DOCUMENTS. At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and be recorded or filed and thereafter to be re-recorded or re-filed at such time and such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the note and this mortgage, and all other instruments securing the note, and the lien of this mortgage upon all of the mortgaged property. Upon any failure for any reason by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee as agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

22. EVENT OF DEFAULT. Any one of the following shall constitute an event of default: (a) If the Mortgagor defaults in the performance of any of Mortgagor's covenants and agreements contained herein, particularly including, but not limited to the covenants and agreements contained in Paragraphs 2, 3, 4, 7, 8 and 13 hereof, and the said default can be cured by the payment of money, Mortgagee shall have the right at any time, and without waiving or affecting its option to foreclose or any other rights hereunder, to pay such sums of money as may be necessary or required to cure the default, and all sums so paid shall forthwith upon payment thereof, together with interest thereon at the highest rate and any and all costs, charges, abstract fees, attorney's fees and other expenses incurred or expended in connection with the said payment, be due and payable from the Mortgagor to the Mortgagee, and the Mortgage shall stand as security therefore, and any sums so paid shall be deemed an indebtedness in addition to the indebtedness hereby secured. (b) failure for any reason by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the note, this mortgage, any other instrument securing the note or any other instrument collateral to the note or executed in connection with the sums secured hereby for a period of five (5) days after Mortgagee gives written notice specifying the breach. (c) If either Mortgagor or any Guarantor or endorsee of the note: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, aster or liquidator of itself or of all or any substantial part of the Mortgaged Property, or (v) makes any general assignment for the benefit of the creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due, or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the note, seeking any relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for any aggregate of sixty (60) days whether or not consecutive from the date of entry thereof, or (viii) any trustee, receiver or liquidator of Mortgagor or all of any substantial part of the Mortgaged Property is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive. (d) Failure of the Mortgagor, after notice from Mortgagee, to timely satisfy any lien recorded against the property. (e) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the note, this mortgage or any other instrument securing the note or relied upon by the Mortgagee in making the loan herein secured.

23. REMEDIES AFTER DEFAULT. Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lot or parcels, the Mortgaged Property under the Judgment or decree of a court or courts of competent

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jurisdiction. The pursuit of any one such remedy shall not be deemed an election of remedies which would prevent mortgagee from there after pursuing any other remedy.

24. ABANDONMENT. If at any time while this mortgage is in default the mortgaged premises shall be abandoned, vacated or left unattended, the Mortgagee, if in its discretion such steps are necessary for the protection of the property, shall have the right, power and authority at its option to enter upon the property and to secure same by changing the locks thereon, to paint and repair such premises, and to place signs thereon notifying that it has taken possession of the premises and may also place signs thereon offering to sell the premises subject to its acquisition of title thereto by foreclosure proceedings or otherwise and to show the property to potential purchasers; and any such action by Mortgagee as described above shall not be deemed a trespass or trespasses or unlawful detainer upon such premises. Furthermore, in the event of default hereunder, and the Mortgagor shall, either prior or subsequent to said default, remove or cause to be removed all or substantially all of the Mortgagors personal property on the mortgaged property, the such default and abandonment of the property shall constitute a default and abandonment of the mortgaged premises by the Mortgagor. Upon acquisition of title to the mortgaged premises by the Mortgagee by foreclosure sale or otherwise, Mortgagee shall have the right to remove from the premises any and all personal property therein contained and no liability shall attach to the Mortgagee to account for such personal property or for damages occasioned by the loss, theft or removal of such personal property. Any costs or expenses of Mortgagee for securing, repairing or any other activities upon the premises pursuant to this paragraph shall be the responsibility of the Mortgagor.

25. MUNICIPAL CODE VIOLATIONS. Should the property, whether occupied or vacant, be left in grossly unrepaired condition, to the point that municipal liens start accruing, or should the Lender be made aware that or have good reason to believe that municipal liens may start accruing soon, or should the property be vandalized or damaged such that a grossly unrepaired lienable condition exists, then Lender shall have the right, at his sole discretion, to pull permits and/or make repairs, no matter how extensive, to bring the property into compliance with applicable municipal regulations, so as to abate the risk of liens to the property, at whatever reasonable expense as deemed necessary and prudent by Lender. Borrower hereby appoints Lender as his agent to apply for any permits which may be required to repair the property. Borrower acknowledges that any costs incurred by Lender for permits, labor and/or materials, or any other cost associated with such property repair, including but not limited to the cost of any municipal liens paid on the account of Borrower, shall be deemed an advance under the applicable terms of this mortgage and shall accrue interest at the highest rate allowable by law.

26. TIME IS OF THE ESSENCE. It is specifically agreed that time is of the essence to this mortgage and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

27. MODIFICATION. It is understood and agreed that the Mortgagee may at any time, and from time to time, without notice to any person, grant to any Mortgagor, Co-Borrower, guarantor or lien holder, any modification of the Note or of the Mortgage of any kind or nature whatsoever, or release or modify, in whole or in part, any or all of the obligations of any Mortgagor, Co-Borrower, guarantor or lien holder, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of any other Mortgagor, Co-Borrower or guarantor, or any other person for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed, or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of any Mortgagor, Co-Borrower or guarantor and all other persons who are or shall be liable for the payment of said indebtedness, without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for the

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amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is un-released, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

28. PAYOFF. Payoff funds shall be paid only by wire transfer to Mortgagee's bank account or to an account that Mortgagee expressly designs. Mortgagor shall prepare and deliver to Mortgagee a Satisfaction of Mortgage form for execution. Mortgagee shall upon request; return the original documents herein marked paid and canceled. The Mortgagor shall be responsible for recording the Satisfaction of Mortgage. Payoff may only be made at the bank account designated by the Lender. Any payoff not received by 12 noon must include per diem interest through the next business day. Mortgagee will provide one Payoff/Estoppel letter at request of Mortgagor during the term of this mortgage at no charge. There will be an administrative charge of \$50.00 for each additional payoff/estoppel letter requested. Borrower shall be responsible for the payment of any fees and/or costs incurred by the Lender in connection herewith.

29. AGENT FOR MORTGAGEE: Not Applicable.

30. NO TRANSFERS. All sums remaining unpaid under the note and this Mortgage shall become immediately due and payable upon the sale or transfer of the Mortgaged Property or any interest therein or any interest or beneficial interest in any business entity that may own or have an ownership interest in the Mortgaged Property. Mortgagor covenants and agrees not to sell, convey, transfer, lease, enter into any contract for deed, or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and, unless all sums due under the note and this Mortgage are paid in full, any such sale, conveyance, transfer, lease or contract for deed or encumbrance made without the Mortgagee's consent shall be deemed null and void and shall constitute an event of default hereunder, in which event, Mortgagee shall be entitled to pursue any and all available remedies, including but not limited to foreclosure.

31. SUBMISSION TO JURISDICTION OF COURT. Mortgagor stipulates and submits to the jurisdiction of the Courts of the State of Florida, admits as true the authenticity of the Mortgage and Note; and waives the right to assert or file: (I) affirmative defenses to any Complaint; (ii) permissive or mandatory counterclaims against Mortgagee or any of its predecessors in interest, subsidiaries, affiliates, officers, directors, agents or attorneys, except for any claims which might exist solely related to Mortgagor's right to receive notice and, have an opportunity to cure a default after this date and that Mortgagee shall have the right to an immediate judgment in this lawsuit based upon the admissions contained herein. It shall be presumed that if Mortgagor, through subsequent pleading, denies the allegations of the Complaint, or otherwise files affirmative defenses or counterclaims, that such filings are made in bad faith and for the sole purpose of hindering and delaying the lawsuit.

32. REQUIRED REPAIRS. ALL REPAIRS AND IMPROVEMENTS NECESSARY TO PUT THE MORTGAGED PREMISES IN SALEABLE CONDITION MUST BE COMPLETED WITHIN 120 DAYS OR THIS MORTGAGE WILL BE DEFAULT.

33. MISCELLANEOUS. All changes, alterations, deletions or additions to the substance of any paragraph in this mortgage which have been agreed to between Mortgagor and Mortgagee, have been initiated by the Mortgagor as additional proof of Mortgagor's consent thereto. In the event that any of the covenants, agreements, instrument securing the note: shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the note and by any other instrument securing the note shall be In no way affected, prejudiced or disturbed thereby. In the event that this mortgage agreement is governed by HOEPA, despite statements to the contrary herein, the default rate of interest shall not exceed the note rate.

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34. THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT WHICH THE UNDERSIGNED MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER THE UNDERSIGNED OR THE HOLDER HEREOF. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER HEREOF TO MAKE A LOAN TO THE UNDERSIGNED IN THE PRINCIPAL AMOUNT HEREINBEFORE PROVIDED ABOVE.

35. CROSS-DEFAULT PROVISION. Mortgagor's default under, or breach of any terms or conditions of, any note or agreement in which Mortgagee has an interest shall constitute a breach of this Mortgage and Mortgagee may invoke any of the remedies permitted by this Mortgage.

IN WITNESS WHEREOF, the Mortgagor on the day and year first above written has executed these presents under seal, in the manner prescribed by law.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$500,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed read and delivered,

By Fintavi LLC, a Florida limited liability company



By: Bernardo Pandolfi, as Authorized Member



By: Lucia Laureiro, as Authorized Member

City: Virginia
County: Stafford County
Country: USA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 15 day of November 2023, by Bernardo Pandolfi and Lucia Laureiro, as Authorized Members of Fintavi LLC, a Florida limited liability company, on behalf of the company. They ☐ are personally known or ☒ have produced Passport as identification.

Notarized online using audio-video communication



Notary Public



Initials BP LL

Exhibit "A"

The North 1/2 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 21 South, Range 31 East, Less the East 33 feet thereof reserved for road right of way, Public Records of Seminole County, Florida.

LESS AND EXCEPTING therefrom the following described Parcel:

Begin at the Southwest corner of Section 19, Township 21 South, Range 31 East, run North along West line of Section 19, Township 21 South, Range 31 East 329.41 feet to the Point of Beginning. Run thence North along West line of Section 19, Township 21 South, Range 31 East, a distance of 488 feet, thence East 1392 feet to center line of Brooks Road, said point being 485 feet South of the Northeast corner of Southwest Quarter of Southwest Quarter of Section 19, Township 21 South, Range 31 East, run thence South along center line of Brooks Lane 165 feet, thence West parallel to the North line 747 feet, thence South 321 feet, thence West 646 feet to the Point of Beginning.

(Less the East 33 feet of the North 165 feet for Brooks Lane.)

Opinion of Title

To: SEMINOLE COUNTY, FLORIDA

With the understanding that this Opinion of Title is furnished to SEMINOLE COUNTY, FLORIDA, in compliance with Chapter 35 of the Seminole County Land Development Code and as an inducement for acceptance of a proposed final subdivision plat covering the certain real property legally described in **EXHIBIT "A"** attached hereto (the "Property"), it is hereby certified that we have examined that certain Commitment for Title Insurance from Old Republic National Title Insurance Company (the "Title Company") having File Number 57799-0001 and dated December 20, 2023 which covers the period from the BEGINNING to December 20, 2023 at 8:00 a.m. (the "Effective Date") and relate to the Property (collectively, the "Title Evidence").

Basing our opinion on said Title Evidence covering said period we are of the opinion that, as of the Effective Date, fee simple title to the Property was vested in: **FINTAVI LLC, a Florida limited liability company** ("Owner").

Subject to the following encumbrances, liens and other exceptions:

A. GENERAL EXCEPTIONS:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed subsequent to the Effective Date but prior to the date of this opinion.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
7. Rights of tenants and/or parties in possession, and any parties claiming, by through or under said tenants or parties in possession, as to any unrecorded leases or rental agreements.

B. RECORDED MORTGAGES AND SECURITY INSTRUMENTS:

1. Mortgage from Owner, as mortgagor, in favor of Woolf Investments LLC, a New Jersey limited liability company, as mortgagee, recorded on November 20, 2023 in Official Records Book 10540, Page 1082, of the Public Records of Seminole County.

C. SPECIAL EXCEPTIONS:

1. Seminole County Development Order recorded in Official Records Book 6558, Page 346, of the Public Records of Seminole County, Florida.
2. Affidavit and Easement in favor of Florida Power Corporation recorded in Official Records Book 3108, Page 437, of the Public Records of Seminole County, Florida.
3. Easement for ingress and egress along the East 33 feet of the subject parcel as set forth in the Quit-claim Deed recorded in Official Records Book 2008, Page 1517, of the Public Records of Seminole County, Florida.

Therefore, it is our opinion that the following parties must join in the platting of the above described real property in order to make the Plat a valid and binding covenant of the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
FINTAVI LLC, a Florida limited liability company	Fee Simple Title Holder	N/A
Woolf Investments LLC, a New Jersey limited liability company	Mortgage	BI

I, the undersigned, further certify that I am an Attorney at Law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this 3rd day of January, 2024.

SHUTTS & BOWEN LLP

By: [Signature]
Name: David J. Coviello
200 South Biscayne Blvd.
Suite 4100
Miami, Florida 33131
Florida Bar No.: 11825

STATE OF FLORIDA }
 }SS:
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of January, 2024, by David J. Coviello, who is personally known to me or has produced a Florida Driver's License as identification.

[Signature]
Notary Public; State of Florida
Print Name: Susan C. Macet
My Commission Expires: _____
My Commission No.: _____

[SEAL]

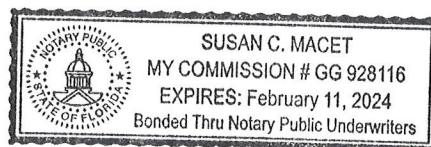


EXHIBIT "A"

Legal Description of Property

The North 1/2 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 21 South, Range 31 East, Less the East 33 feet thereof reserved for road right of way, Public Records of Seminole County, Florida.

LESS AND EXCEPTING therefrom the following described Parcel:

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(Less the East 33 feet of the North 165 feet for Brooks Lane.)



**Seminole County Government
Development Services Department
Planning and Development Division
Credit Card Payment Receipt**

If you have questions about your application or payment, please email us eplandesk@seminolecountyfl.gov or call us at: (407) 665-7371.

Receipt Details

Date: 2/7/2024 1:33:08 PM
Project: 24-55100001
Credit Card Number: 40*****9493
Authorization Number: 038273
Transaction Number: 070224C2A-89593B78-DFCF-44C2-B2D7-A277CF04143A
Total Fees Paid: 1687.54

Fees Paid

Description	Amount
CC CONVENIENCE FEE -- PZ	7.54
PRELIMINARY SUBDIVISION	1680.00
Total Amount	1687.54

SEMINOLE COUNTY GOVERNMENT
1101 EAST FIRST STREET, 2ND FLOOR, WEST WING
SANFORD, FLORIDA 32771

Comment Document – Initial Submittal

PROJECT NAME:	GENESIS HOME SUBDIVISION - PSP	PROJ #: 24-55100001
APPLICATION FOR:	DR - SUBDIVISIONS PSP	
APPLICATION DATE:	2/05/24	
RELATED NAMES:	EP RODOLFO SUCRE	
PROJECT MANAGER:	ANNE SILLAWAY (407) 665-7936	
PARCEL ID NO.:	19-21-31-300-008B-0000	
PROJECT DESCRIPTION	PROPOSED PRELIMINARY SUBDIVISION PLAN FOR 12 SINGLE FAMILY RESIDENTIAL LOTS ON 5.41 ACRES IN THE R-1AAA ZONING DISTRICT LOCATED ON THE WEST SIDE OF BROOKS LN, SOUTH OF RED BUG LAKE RD	
NO OF ACRES	5.41	
BCC DISTRICT	1-Bob Dallari	
CURRENT ZONING	R-1AAA	
LOCATION	ON THE WEST SIDE OF BROOKS LN, SOUTH OF RED BUG LAKE RD	
FUTURE LAND USE-	LDR	
SEWER UTILITY	SEMINOLE COUNTY UTILITIES	
WATER UTILITY	SEMINOLE COUNTY UTILITIES	
APPLICANT:		CONSULTANT:
RODOLFO SUCRE RSP ENGINEERS, INC 111 N ORANGE AVE, STE 800 148 ORLANDO FL 32801 (407) 743-2754 RSUCRE@RSPENGINEERS.COM		RODOLFO SUCRE RSP ENGINEERS, INC 111 N ORANGE AVE, STE 800 148 ORLANDO FL 32801 (407) 743-2754 RSUCRE@RSPENGINEERS.COM

County staff members have reviewed the subject development project and offer the following comments. The comments below are a compilation of comments and markups from the ePlan review system. These items need responses with further information, data, explanation or revision of plans and documents before project approval.

Please itemize any and all revisions made to the development plan in addition to those made in response to staff comments; include a statement in your response to comments that no additional revisions have been made to the site plan beyond those stated.

For questions regarding the ePlan process, please consult the Electronic Plan Review Applicant User Guide <http://www.seminolecountyfl.gov/core/fileparse.php/3321/urlit/ePlanApplicantUserGuide.pdf>

See comments within the comment document for any fees due, as fees may be due for different aspects of your development project. Fees showing in ePlan reflect Planning & Development review or revision fees only.

State Permits that may be required:

FDOT, FDEP- UTILITIES, SJRWMD, ENVIRONMENTAL REPORTS, ARCHEOLOGICAL REPORTS, FDEP- ENVIRONMENTAL, SJRWMD- ENVIRONMENTAL, FFW, IF APPLICABLE.

AGENCY/DEPARTMENT COMMENTS

No.	REVIEWED BY	TYPE	STATUS
1.	Buffers and CPTED	Please dimension the landscape buffers on the overall site plan and landscape sheets.	Unresolved
2.	Buffers and CPTED	List the buffer widths and opacities on the overall site plan, similar to how the building setbacks are listed under the site data section of the overall site plan.	Unresolved
3.	Buffers and CPTED	Indicate the plant unit type for each buffer of the landscape plan. See Sec. 30.1282. - Plant units. for plant unit types. The plant unit types have also been provided in a PDF in the resources folder of eplan.	Unresolved
4.	Buffers and CPTED	Only one calculation should be provided for the east ROW buffer. The access may be subtracted from the buffer length.	Unresolved
5.	Buffers and CPTED	The buffer calculations are not correct. Please see the example buffer calculation and revise accordingly. Please reach out to Maya Athanas at 407-665-7388 if you have questions.	Unresolved
6.	Buffers and CPTED	The required buffers are 0.3 opacity, 15' width on the north and west and 0.1 opacity, 10' width on the east. A 0.4 opacity may be provided on the north if desired but requires a 3' continuous hedge in addition to the required shrubs. Please provide the hedge or revise to use the 0.3 opacity for the north and west.	Unresolved
7.	Building Division	All site lighting on Commercial parcels require a building permit prior to commencement of work. This is a standalone permit separate from all other required permits.	Info Only
8.	Building Division	Vertical construction will require a separate Building permit and will be reviewed for, and shall be designed and built in accordance with the 8th ed. Florida Building Code, Chapters 3, 4, 5, 6, 7 and 9, for 1) USE, 2) Height and area limitations, 3) Construction types and horizontal separation distances, 4) Building element protection and 5) Sprinkler and Alarm requirements and all other code requirements.	Info Only
9.	Environmental - Impact Analysis	Seminole County is the Water and Sewer service provider for this project. Capacity reservation will be required.	Unresolved
10.	Environmental Services	On Sheet C-1: Cover Sheet, please update the Seminole County Environmental Services contact information block to the following: SEMINOLE COUNTY UTILITIES DEPARTMENT 500 W LAKE MARY BLVD. SANFORD,	Unresolved

		FL 32773 (407) 665-2024 Please remove the bottom contact information block titled Water and Sewer Utilities.	
11.	Environmental Services	On Sheet C-2: General Notes, under the Utility General Notes section, please update note 10 to "...SHALL MEET OR EXCEED SEMINOLE COUNTY UTILITIES DEPARTMENT STANDARDS". Under the As-Built Drawing Requirements section, please update note 3 to "...STIPULATED BY SEMINOLE COUNTY PUBLIC WORKS AND SEMINOLE COUNTY UTILITIES DEPARTMENT.	Unresolved
12.	Environmental Services	On Sheet C-2.1: General Notes, please update all "owner/developer name" placeholders to SEMINOLE COUNTY UTILITIES DEPARTMENT.	Unresolved
13.	Environmental Services	On Sheet C-5: Composite Utility Plan, please update the 10 ft wide utility easement along the frontage of Brooks Lane (the areas where the proposed/future gravity 8" PVC sewer main will go) to be 15 ft wide instead. This is needed to provide us more room for accessing the sewer lines and working around the proposed landscaping nearby.	Unresolved
14.	Environmental Services	On Sheet C-5: Composite Utility Plan, please remove the manhole to the north of lot 2 and lot 3. We do not allow "u-turns" within our manholes/sewer main lines. Instead, have the sewer laterals for lot 2 and lot 3 run farther to the north and connect into the sewer main line on the other side of the drainage pipe (where the sewer laterals for lot 8 and lot 9 are connecting to). Further review will be reserved until Final Engineering.	Info Only
15.	Environmental Services	On Sheet C-5: Composite Utility Plan, please review the proposed size of the water main to service this development. Can a 2" water main provide enough service/pressure for the domestic water service and irrigation for 12 homes? In addition, the Fire Department may require the installation of a fire hydrant. If that's the case, we will require the water main to be a minimum of 8" diameter since it for be a dead-end stretch of pipe. Further review will be reserved until Final Engineering.	Info Only
16.	Environmental Services	On Sheet C-5: Composite Utility Plan, please remove the proposed backflow preventer callout. Each lot will be required to have a double 3/4" potable water/irrigation meter with their own RPZ back flow preventers. See Seminole County standard details 206, 208, and 210 for reference. Further review will be reserved until Final Engineering.	Info Only
17.	Environmental Services	On Sheet C-5: Composite Utility Plan, a manhole appears to be needed at the southeast corner of this development so that the gravity 8" PVC sewer main can 45-degree bend towards the wet well of the public lift	Unresolved

		station. Additional 15 ft wide utility easement may be needed depending on how the gravity 8" PVC sewer main is routed for that final connection.	
18.	Environmental Services	On Sheet LA-2: Irrigation Plan, the common area irrigation line appears to connect a 2" well that was proposed to be abandoned/removed on the demolition plan. The common area irrigation line will require its own irrigation meter/RPZ back flow preventer. Please provide a callout for the potable irrigation meter size and point of connection location. Further review will be reserved for Final Engineering.	Info Only
19.	Environmental Services	On Sheet C-5: Composite Utility Plan, please have the proposed water main run on one side of the road (on the north side for example) and terminate where the lot lines of lots 5 and 6 meet instead of looping back around to Brooks Lane. The water service lines for the lots on the south side of the road will be run under the road. This would be preferable to the County to reduce the amount of pipe that needs to be maintained in the future. Further review will be reserved until Final Engineering.	Info Only
20.	Natural Resources	Please show a complete tree replacement table. See the Resources folder for an example.	Unresolved
21.	Natural Resources	Please clarify the diameter of the magnolia multi.	Unresolved
22.	Natural Resources	Based on the Trees To Be Removed table provided, the total number of trees to be removed is 41. However, the Tree Replacement table shows 126 trees to be removed. Please clarify.	Unresolved
23.	Natural Resources	Please show the existing vegetation that is proposed to be saved. Some landscape buffers utilize existing trees for buffering requirements. This sheet proposes for the entire site to be cleared.	Unresolved
24.	Natural Resources	Please show the location of tree protection fencing for the existing vegetation that will remain on site after construction.	Unresolved
25.	Natural Resources	Please show where the silt fence will be placed in relation to saved vegetation.	Unresolved
26.	Natural Resources	Please clearly mark all trees that will be removed. Some saved trees that will likely require removal are located within the stormwater pond and within the proposed building pad areas.	Unresolved
27.	Natural Resources	Please indicate the existing grades on the plan.	Unresolved
28.	Natural	Please accurately list the number of trees belonging to	Unresolved

	Resources	each species. Camphor is listed on the tree survey but does not appear in the Trees To Be Removed table. This species does not require replacement, but it must still be shown on the table.	
29.	Planning and Development	Please provide the parcel number on the coversheet.	Unresolved
30.	Planning and Development	On the Site Plan under the Site Data, please provide the net buildable acreage calculation breakdown. The site is not located within the Urban Boundary; therefore, Net Buildable is defined as: The total number of acres within the boundary of a development excluding areas devoted to road rights of way, transmission power line easements, natural lakes and wetlands or floodprone areas.	Unresolved
31.	Planning and Development	On the Site Plan, please provide the right-of-way and pavement width, both on and immediately contiguous to the subdivision.	Unresolved
32.	Planning and Development	Please provide a boundary survey.	Unresolved
33.	Planning and Development	Please provide complete dimensions of all lots, and please delete the arrows for the length and width on each and just provide the number.	Unresolved
34.	Planning and Development	Please show contour intervals of one (1) foot on the boundary survey.	Unresolved
35.	Planning and Development	Please place note on the site plan that states: A minimum five (5) foot side yard easement shall be provided along side property lines on all lots. No AC pads, pool equipment, or other encumbrances allowed within the easement.	Unresolved
36.	Planning and Development	On the Site Plan sheet under the Site Data table please provide the total acreage of the site, the net buildable calculation breakdown and density, the total number of lots, minimum width at building line, maximum building height and number of stories.	Unresolved
37.	Planning and Development	Please provide a note on the Site Plan sheet to state if the roads are public or private?	Unresolved
38.	Planning and Development	Please provide a tract table on the Site Plan sheet stating the ownership and maintenance of the easements, common areas, and internal roadway.	Unresolved
39.	Planning and Development	Homeowners association. All developments whose submitted plan indicates the existence of one (1) or more areas to be held in common by the property owners shall have established and maintained a homeowners association membership in which will be required for all	Info Only

		purchasers of lots or parcels of land within the plat. Said association shall be established by the developer at the time, and as a condition, of platting and shall be acceptable to County. Upon request of the developer and a showing of undue hardship, the Board of County Commissioners, at its sole discretion, may waive the requirement of this provision.	
40.	Planning and Development	Please provide the outer perimeter boundary dimensions of the site.	Unresolved
41.	Planning and Development	On the Site Plan sheet under the General Notes table, please place a note stating, "The Project will comply with Seminole County Land Development Code".	Unresolved
42.	Planning and Development	On the Site Plan sheet under the General Notes, please place a note stating, " Water and Sewer will comply with Seminole County Requirements".	Unresolved
43.	Planning and Development	On the Site Plan sheet under the General Notes, please place a note stating, " A mandatory HOA shall be created to provide for management of all common areas, facilities, and corresponding easements".	Unresolved
44.	Planning and Development	On the Site Plan sheet under the General Notes, please place a note stating, "All stormwater ponds will be designed to Seminole County standards".	Unresolved
45.	Planning and Development	Please amend the title on the cover sheet and site plan sheet to reflect, "Preliminary Subdivision Plan".	Unresolved
46.	Planning and Development	On the Site Plan sheet, please show all the required landscape buffers in Tracts.	Unresolved
47.	Planning and Development	If the internal right-of-way is proposed to be private, and a subdivision gate is being proposed, the gate will need to be shown at the time of Final Engineering.	Info Only
48.	Public Safety - Addressing	(STREET SIGN/NAME) ****All Street Signs for the Development need to be installed and have passed Addressing Inspection prior to Building Permit approval**** The street sign specs have been uploaded into the documents folder. As noted and commented to the Developer during the Development Review Process, it is the developer/owners responsibility to install all street signs for the development, prior to building permit approval. Street signs must be installed and inspected for all new developments, as the address for any type of building permit will be assigned to the internal street(s).	Info Only
49.	Public Safety - Addressing	(STREET SIGN/NAME) All street signs require cross blades with the names of the intersecting streets. As determined by E911 Addressing, the sign blades must have the approved street name/spelling, proper street designation and be placed in a location facing/fronting the correct street. No use of punctuation (hyphen, period,	Info Only

		apostrophe) on street signs. If the street(s) are not built and permits are being submitted, signage can be placed at the main entry to the development and as roads are built, the street signs can be moved to their correct location. Contact E911 Administration, Addressing, email: addressing@seminolecountyfl.gov , after street signs are installed, as they require an inspection. Incorrect signs will be required to be corrected. For street sign requirements or questions, please contact Seminole County Traffic Engineering Division at 407-665-5677. Chapter 40.231 updated 4-27-2021 & SCLDC 90.6(A-L).	
50.	Public Safety - Addressing	(STREET SIGN/NAME) Prior to street name submittals, please review the uploaded attachment in the documents folder: Street Sign and Street Naming Info Combined, which explains how to select a street name. In addition, the street sign specs are also included in this document. SCLDC 90.6 (A-L)	Info Only
51.	Public Safety - Addressing	(STREET SIGN/NAME) Approved street names will be placed on a reserved street name list and will be held until the project is approved or recorded. Prior to approval, the approved street names are required to be labeled on final Site Plans, Engineering Plans and Recorded plats. Once the project has been approved or recorded, the unused street names will be deleted from the list. If the plan approval expires, the street names shall require additional review and approval at the time of re-submittal. (Addressing Policy)	Info Only
52.	Public Safety - Addressing	(STREET SIGN/NAME) This project will require one street name. Please submit proposed street names to E911 Administration, Addressing Office for approval. Email: addressing@seminolecountyfl.gov . The approved street name designation is as follows: Court, Cove or Point (choose one).	Info Only
53.	Public Safety - Addressing	(STREET SIGN/NAME) Do not abbreviate street name designations on the Final Engineering and the Final Plat. The street designations are required to be abbreviated on the street signs. The approved street name designation and its proper abbreviation is as follows: one street name and street designation either- Court (CT), Cove (CV) or Point (PT).	Info Only
54.	Public Safety - Addressing	Please provide an aerial image showing an overlay of where the streets and buildings will be located. This will help us to determine the correct location to add the address points and draw in the street centerline in the 911 database.	Info Only
55.	Public Safety - Addressing	(PLAT) Subdivisions will be pre-addressed within (14) working days after recording the plat in the public records. Until the plat is recorded any addresses	Info Only

		associated to the project are subject to change. SCLDC 90.5.6 (d). You are welcome to email: addressing@seminolecountyfl.gov a copy of the recorded plat, with the plat book and page number inscribed and we may be able to release addresses sooner provided, the fees have been paid.	
56.	Public Safety - Addressing	(ADDRESS ASSIGNMENT) Town homes/single family residences/single tenant commercial building will be issued individual addresses from the standard grid map. SCLDC SEC 90.5(3)	Info Only
57.	Public Safety - Addressing	(ADDRESS ASSIGNMENT) The existing address on the property, parcel 19-21-31-300-008B-0000 is 1480 Brooks Lane Oviedo, 32765. Will the existing single family home be demolished? Please contact the E911 Administration, Addressing Office by email: addressing@seminolecountyfl.gov after demolition of the structure and we will remove the address from our database.	Info Only
58.	Public Safety - Addressing	(Development Name) The subdivision name GENESIS HOMES SUBDIVISION, has been approved for use. Will this name be the name displayed on the subdivision sign? Will it be displayed as GENESIS HOMES SUBDIVISION, GENESIS HOMES OR GENESIS? Depending on the response, the name to be displayed shall be the name referenced on future submittals (Final Engineering and Final Plat). The approved name shall be the only conspicuous name posted or advertised on signage and shall also be the title on the proposed plat (if applicable). Following approval of the site or final engineering plan, the applicant shall have one (1) year to commence construction. If no site construction has commenced within (1) one year, the project is considered expired and any approved development name, including street names, that have been reserved, will be removed from the reserve list and considered void. (90.10(b)(c)(e)), (177.051)	Info Only
59.	Public Safety - Addressing	(Development Name) To avoid duplicate or similar names, the name by which a new development shall be legally known in the County, shall be submitted for compliance review to the E911 Administration, Attn: Addressing (email:addressing@seminolecountyfl.gov). Addressing checks the proposed name against the Seminole County Property Appraiser facility & subdivision names along with project names that are on reserve within the County. Potential names will be reviewed during Site Plan or Preliminary Subdivision Plan. The approved name shall be the only conspicuous name posted or advertised on signage and shall also be the title on the proposed plat (if applicable). Following	Info Only

		approval of the site or final engineering plan, the applicant shall have one (1) year to commence construction. If no site construction has commenced within (1) one year, the project is considered expired and any approved development name, including street names, that have been reserved, will be removed from the reserve list and considered void. (90.10(b)(c)(e)), (Florida Statute 177.051)	
60.	Public Safety - Addressing	(Subdivision Plats) The addressing fee for 12 lots and one entry address is \$295.00. Prior to the final approval of the plat and recording, the addressing fee shall be paid. Payment can be made via credit card online, through our website at https://internet2.seminolecountyfl.gov:6443/Address911WebPayment/ . Payment can be made via credit card online, through our website at https://internet2.seminolecountyfl.gov:6443/Address911WebPayment/ . You may also make payment via check or money order payable to Seminole County, either in person or by mail to: Seminole County Addressing Section, 3rd floor. Attn. Amy Curtis 150 Eslinger Way Sanford, FL 32773. In person payments accepted by appointment only. Please call 407-665-5045, 407-665-5191, 407-665-5190 or email addressing@seminolecountyfl.gov (Addressing Policy)	Info Only
61.	Public Safety - Addressing	911 Addressing does not need to review building permits for fences or walls. Therefore, these potential items should be discussed with the Developer, on which parcels the fence or wall work will be done. It is suggested to contact the Building Division prior to submitting your permit at 407-665-7050, as the Building Division will determine how many permits are required for each affected parcel. The Information Kiosk web map found at the following link may be helpful. https://www.seminolecountyfl.gov/departments-services/information-services/gis-geographic-information-systems/ . The maps direct link is: https://seminolegis.maps.arcgis.com/apps/webappviewer/index.html?id=668252d321334112be7534024b972bc6 . Please forward this comment to the home builder & potential contractors.	Info Only
62.	Public Safety - Addressing	The address 1480 Brooks Lane shall not be referenced on future submittals (Final Engineering or Final Plat).	Info Only
63.	Public Safety - Fire Marshal	All the following items shall be acknowledged and added to the site plan sheets as note: 1. Fire department access roads provided at the start of a project and shall be maintained throughout construction. (NFPA 1, 16.1.4). 2. A second entrance/exit might be required per AHJ if	Unresolved

		the response time for emergency is exceeded per NFPA 1, Section 18.2.3.3 Multiple Access Roads. 3. A water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material accumulates. This applies to both commercial and residential developments. (NFPA 1, 16.4.3.1). 4. Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to construction work. (NFPA 1, 16.4.3.1.3). 5. Fire flow testing shall be performed in accordance with NFPA 291, recommended practice for fire flow testing. 6. A 36 in. clear space shall be maintained around the circumference of fire hydrants and a clear space of not less than 60 in. (1524 mm) shall be provided in front of each hydrant connection having a diameter greater than 2 1/2 in. NFPA 1, 18.5.7. 7. Hydrant shall be marked with a blue reflector that is placed 6" in the roadway in accordance with NFPA 1, chapter 18.5.10. 8. Access to gated Subdivisions or Developments shall provide Fire Department access through an approved SOS and Seminole County Knox Key Switch. NFPA 1, 18.2.2.2.	
64.	Public Safety - Fire Marshal	Please revise turning radius analysis to follow the truck specs below : * Turning radius analysis based on aerial truck Specifications. (Section 18.2.3.4.3. NFPA 1) Fire Truck Parameters: Pierce Arrow XT Chassis Aerial Platform 100' Inside Cramp Angle: 40 Degrees Axle Track: 82.92 inches Wheel Offset: 5.30 inches Tread Width: 17.5 inches Chassis Overhang: 68.99 inches Additional Bumper Depth: 22 inches Front Overhang: 90.99 inches Wheelbase: 270 inches Overall length: 581.75 inches Calculated Turning Radius: Inside Turn: 25 ft. 7 in. Curb to Curb: 41 ft. 8 in. Wall to Wall: 48 ft. 5 in. Overall length: 48 ft 6in.	Unresolved
65.	Public Safety - Fire Marshal	NO PARKING Signage and yellow striping for all fire department appliances such as FDC's, fire hydrants and fire department lanes shall be provided in accordance with NFPA 1, 18.2.3.6.1	Unresolved
66.	Public Safety - Fire Marshal	Provide a fire test report and hydraulic graph for the proposed fire hydrants/water mains to ensure they will meet the requirements for the needed fire flow calculations for the structure.	Unresolved
67.	Public Safety - Fire Marshal	Just verifying that the main road through the subdivision will be 40 feet wide as measured on the Site plan.	Unresolved
68.	Public Safety - Fire Marshal	Per NFPA 1. 18.4.5.1.1 The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire flow area that does not exceed 5000 ft ² (464.5 m ²) shall be 1000 gpm (3785 L/min) for 1 hour. Please verify with a note on the plans.	Unresolved

69.	Public Safety - Fire Marshal	Per NFPA 1, 18.5.2 Detached One- and Two-Family Dwellings. Fire hydrants shall be provided for detached one- and two-family dwellings in accordance with both of the following: (1) The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft (183 m). (2) The maximum distance between fire hydrants shall not exceed 800 ft (244 m). Unable to locate any fire hydrants on the utility plan. Please provide and ensure the hydrants meet the above requirements.	Unresolved
70.	Public Safety - Fire Marshal	If there is any proposed gate to the subdivision it shall be provided with a knox key switch and SOS system for fire department access. Also the gate shall be a minimum 20' wide and provide a minimum 13' 6" vertical clearance. Per NFPA 1, chapter 18.	Unresolved
71.	Public Safety - Fire Marshal	Additional comments may be generated based on resubmittal.	Unresolved
72.	Public Works - Engineering	There are one or more references to other municipalities. The Cover Sheet references City of Oviedo Requirements. Please review and revise all to specifically Seminole County FL.	Unresolved
73.	Public Works - Engineering	The County does not typically allow inverted Crown for its roadways. Please revise to a standard crown section.	Unresolved
74.	Public Works - Engineering	The road measures 40' of pavement. Is this the intention? Is parallel parking proposed? Please show a typical ROW section including up to 24' of pavement Miami Curbing, landscape / utility strip and 5' sidewalk. If there is a reason for additional impervious, please justify.	Unresolved
75.	Public Works - Engineering	The pond does not seem to meet requirements. Please show a section of the pond. Please show pond type, inside slope, berm width (10' Minimum) and grading back to natural grade.	Unresolved
76.	Public Works - Engineering	Note that there is some concern with the outfall from this area. A positive legal outfall with appropriate conveyance capacity is required to be demonstrated or the site will have to hold up to total retention for the 25-year, 24-hour storm event onsite. Please show how the pond will outfall. An overflow to the south is not acceptable. at minimum a connection to the ditch on Brooks Lane will be required. Please show connection to Brooks Lane at minimum for PSP. At final engineering the pond may be required to be made larger which may require loss of one or more lots.	Unresolved
77.	Public Works - Engineering	There appears to be as much as 8 feet of fill proposed for the site. This is more than typically reasonable. All impervious area has to be collected and routed to the pond. All property lines adjacent to offsite has to be able	Unresolved

		to reasonably deal with the existing drainage. Swales will be required at these outside property line to address this drainage. No landscaping is allowed in this area.	
78.	Public Works - Engineering	Please add a note stating that the plans will meet SJRWMD and Seminole County Drainage requirements.	Unresolved
79.	Public Works - Engineering	Please note that the driveway cannot be more than 5% slope per fire requirements. The sidewalk cannot be over 2% cross slope. Please be sure that this is addressed at final engineering.	Info Only
80.	Public Works - Engineering	If a gate is proposed then there needs to be at least 80' from the call box to the edge of road.	Unresolved
81.	Public Works - Engineering	Please remove all engineering detailed information from the plans. Please show pond, and piping but remove specific elevation information.	Unresolved
82.	Public Works - ROW Review	The half right-of-way width for Brooks Lane (adjacent to the subject parcel) as depicted on the boundary & topographical survey from Canvas Land Surveying and with the latest revision date of 9/11/2023 concurs with our records.	Resolved

AGENCY/DEPARTMENT MARK UP COMMENTS

Comments within this section of the comdoc are from mark-ups on the individual plan sheets or documents in the ePlan system that correspond with the file identified in column "File Name".

83.	Planning and Development	On the Site Plan under the Site Data table please state the intent of the proposed project.	Unresolved
84.	Planning and Development	On the Site Plan under the Site Data table please delete the proposed land use	Unresolved
85.	Planning and Development	On the Site Plan under the Site Data, please move the subject site Zoning above the existing land use.	Unresolved
86.	Planning and Development	Per Sec. 30.1344 (a)(2) - Please delete the open space. Open space is not required for the R-1AAA subdivision.	Unresolved
87.	Planning and Development	Please delete the adjacent zoning under the site data. Please place on the Site Plan showing the adjacent properties parcel number, zoning, future land use, and/or plat book and page number (if platted).	Unresolved
88.	Planning and Development	On the Site Plan sheet, Lot 7 is less than the minimum lot size requirement of 13,500 square feet. Please revise the Site Plan to demonstrate that all lots within the proposed subdivision meet the minimum lot size requirements.	Unresolved

AGENCY/DEPARTMENT EFORM COMMENTS AND PROJECT STATUS

This section shows the reviewers of this project from the various County agencies. It may also include additional comments for review and response.

DEPARTMENT	STATUS	REVIEWER
Public Safety - Fire Marshal	Corrections Required	Matthew Maywald 407-665-5177
Buffers and CPTED	Corrections Required	Maya Athanas 407-665-7388
Public Works - ROW Review	Approved	Neil Newton
Environmental Services	Corrections Required	James Van Alstine 407-665-2014
Natural Resources	Corrections Required	Sarah Harttung 407-665-7391
Planning and Development	Corrections Required	Annie Sillaway 407-665-7936
Public Works - Impact Analysis	No Review Required	William Wharton
Environmental - Impact Analysis	Corrections Required	Becky Noggle 407-665-2143
Building Division	Review Complete Recommend Approval	Jay Hamm
Public Safety - Addressing	Approved	Amy Curtis
Public Works - Engineering	Corrections Required	Jim Potter 407-665-5764

The next submittal, as required below, will be your:

☒ 1st RESUBMITTAL

DATE	RESUBMITTAL FEE DUE	ROUTE TO THESE STAFF MEMBERS FOR FURTHER REVIEW:
2/28/24	The application fee allows for the initial submittal plus two resubmittals. <i>Note: No resubmittal fee for small site plan</i>	Annie, Matthew, Maya, Sarah, Becky, Jim, James
<p>The initial application fee allows for the initial submittal review plus two resubmittal reviews. For the fourth review and each subsequent review, the resubmittal fees are as follows:</p> <p>Major Review (3+ reviewers remaining) – 50% of original application fee</p> <p>Minor Review (1-2 reviewers remaining) – 25% of original application fee</p> <p>Summary of Fees: http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/fee-information/fee-summary.shtml</p> <p>NOTE: Other fees may be due. See comments for any additional fees due for your development project. (example: Addressing fee)</p>		

Upon completion of your plan review process, Planning and Development staff must authorize and stamp plans for construction use. Once you receive an approval letter from Seminole County, the site

contractor must contact Seminole County Planning and Development Inspections to schedule a pre-construction conference prior to the start of any site work. Upon issuance of the site permit, your approved drawings and/or documents will be released to you through the ePlan System. For questions regarding this process, please consult the Electronic Plan Review Applicant User Guide <http://www.seminolecountyfl.gov/core/fileparse.php/3321/urlt/ePlanApplicantUserGuide.pdf>

Cities:

Altamonte Springs	(407) 571-8000	www.altamonte.org
Casselberry	(407) 262-7700	www.casselberry.org
Lake Mary	(407) 585-1449	www.lakemaryfl.com
Longwood	(407) 260-3440	www.longwoodfl.org
Oviedo	(407) 971-5555	www.cityofoviedo.net
Sanford	(407) 688-5000	www.sanfordfl.gov
Winter Springs	(407) 327-1800	www.winterspringsfl.org

Other Agencies:

Florida Dept of Transportation	FDOT	www.dot.state.fl.us
Florida Dept of Enviro Protection	FDEP	(407) 897-4100 www.dep.state.fl.us
St. Johns River Water Mgmt Dist	SJRWMD	(407) 659-4800 www.sjrwmd.com
Health Department	Septic	(407) 665-3621

Other Resources:

Flood Prone Areas	www.seminolecountyfl.gov/gm/building/flood/index.aspx
Watershed Atlas	www.seminole.wateratlas.usf.edu
Seminole Co. Property Appraiser	www.scpafl.org



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0179

Title:

GALILEO EARLY LEARNING CENTER - PRE-APPLICATION

Project Number: 24-80000014

Project Description: Proposed Site Plan for a daycare/early learning center on 1.94 acres in the C-3 Zoning District located on the northeast corner of E SR 46 and Cameron Ave

Project Manager: Joy Giles (407) 665-7399 (jgiles@seminolecountyfl.gov)

Parcel ID: 33-19-31-300-1340-0000

BCC District: 5-Herr

Applicant: Randall Morris (407) 474-8234

Consultant: Ben Buencamino (407) 322-6841



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
TELEPHONE: (407) 665-7371
PLANDesk@SEMINOLECOUNTYFL.GOV

PROJ. #: 24-80000014
PM: Joy
REC'D: 2/12/24

PRE-APPLICATION

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

APPLICATION FEE

☒ PRE-APPLICATION \$50.00*
(*DEDUCTED FROM APPLICATION FEE FOR REZONE, LAND USE AMENDMENT, SUBDIVISION, SITE PLAN, OR SPECIAL EXCEPTION)

PROJECT

PROJECT NAME: GALILEO EARLY LEARNING CENTER
PARCEL ID #(S): 3319313001340000
TOTAL ACREAGE: 1.934 1.94 BCC DISTRICT: 5: Herr
ZONING: C-3 FUTURE LAND USE: C-3 IND

APPLICANT

NAME: RANDALL MORRIS COMPANY: RM STRATEGISTS, INC
ADDRESS: 1603 N. INDIAN RIVER RD
CITY: NEW SMYRNA BEACH STATE: FL ZIP: 32169
PHONE: 407-474-8234 EMAIL: MORRIS@CFL.RR1.COM

CONSULTANT

NAME: BEN BUENCAMINO COMPANY: CPN, INC.
ADDRESS: 500 WEST FULTON ST
CITY: SANFORD STATE: FL ZIP: 32771
PHONE: 407-322-6841 EMAIL: b.buencamino@CPNCORP.COM

PROPOSED DEVELOPMENT

Brief description of proposed development: DAYCARE & PRE-SCHOOL EARLY LEARNING CENTER

☐ SUBDIVISION ☐ LAND USE AMENDMENT ☐ REZONE ☒ SITE PLAN ☐ SPECIAL EXCEPTION

STAFF USE ONLY

COMMENTS DUE: 2/23/24 COM DOC DUE: 2/29/24 DRC MEETING: 3/6/24
☐ PROPERTY APPRAISER SHEET ☐ PRIOR REVIEWS:
ZONING: C-3 FLU: IND LOCATION: on the north side of SR-46, east of
W/S: Sanford BCC: S: Herr
Cameron Ave

Revised Oct 2020

Agenda: 3/1/24

Galileo Early Learning Center
Pre-Application Narrative
February 9, 2024

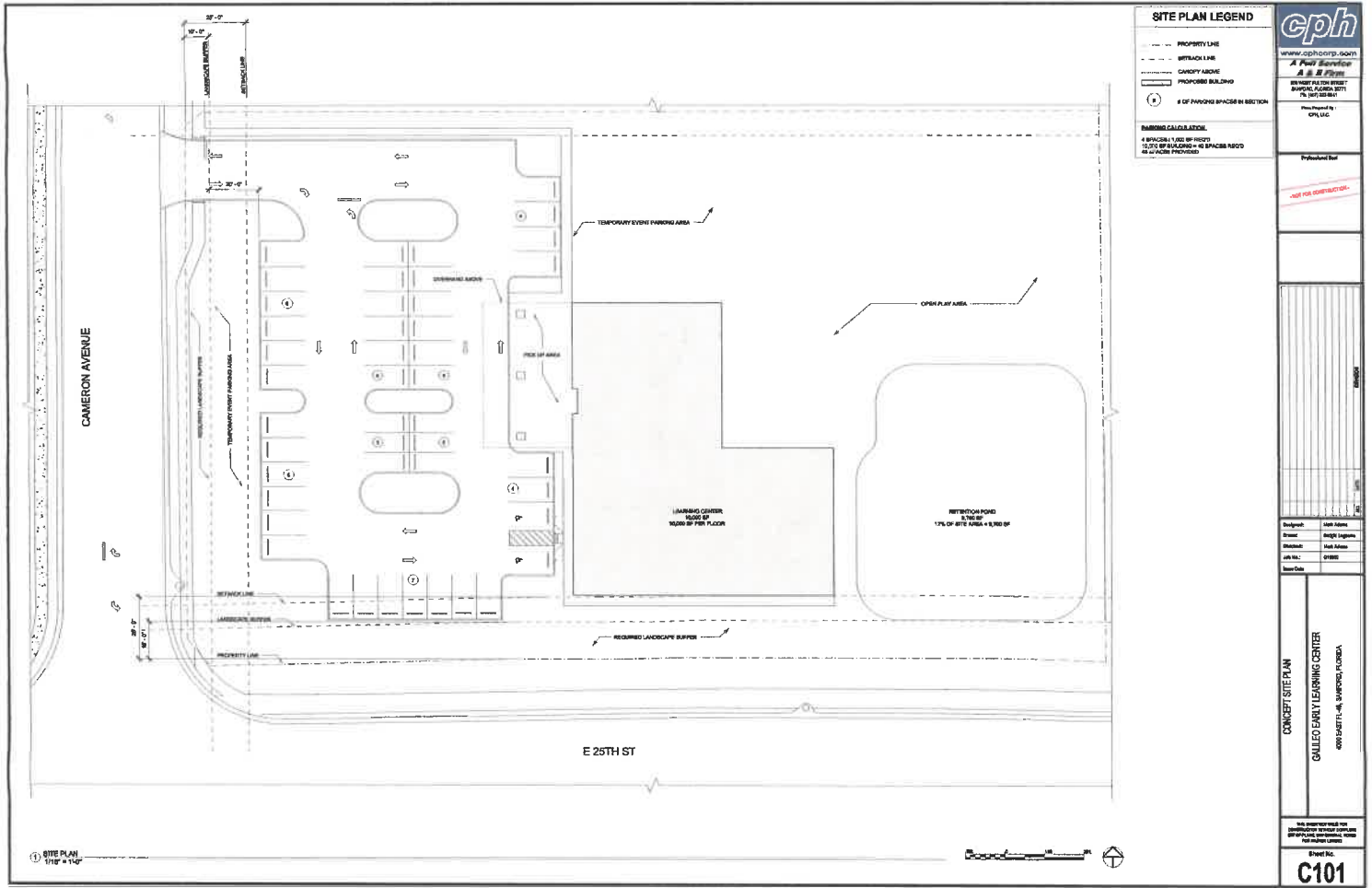
Galileo School Foundation owns a 1.934 acre parcel located at 4000 East SR 46 Road (AKA: E. 25th St) adjacent to the Galileo School For Gifted Learning also on SR 46 just east of Lake Mary Boulevard. The parcel is currently vacant.

In 2020, the Foundation rezoned this parcel from mostly industrial with part commercial to C-3 zoning with the stated intention of its most likely future use as a daycare early learning center. The Foundation is prepared to move forward with site plan approval and future construction of the facility. A *very preliminary* site plan (for scale purposes only) is attached to this application as a straight zoning request as an allowable use under the current C-3 zoning category. Please note on the site plan the sole ingress/egress to be requested is on Cameron Avenue.

At full capacity the proposed 10,000 sq ft facility will house approximately just under 160 students and 20 plus staff. The Center will operate year-round. It will have a warming kitchen with food supplied primarily under contract with Seminole County Public Schools. It will be operated by the Galileo School Foundation.

The project's engineer of record is CPH Inc. located in Sanford, FL.

Submitted by:
Randall Morris
RM Strategies, Inc.
Applicant & Owner's Representative



Property Record Card

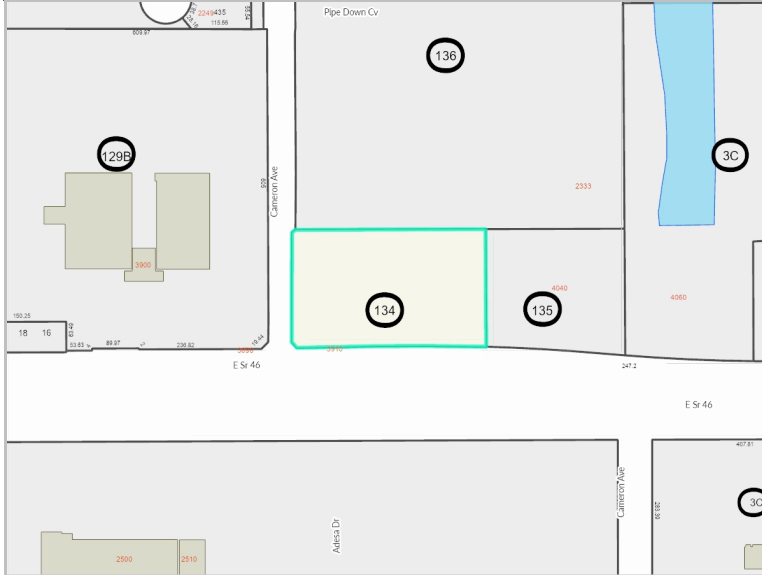


Parcel 33-19-31-300-1340-0000

Property Address SANFORD, FL 32771

Parcel Location

Site View



Sorry, No Image
Available at this Time

Parcel Information

Value Summary

Parcel	33-19-31-300-1340-0000		2024 Working Values	2023 Certified Values	
	Owner(s)	GALILEO SCHOOL FOUNDATION INC	Valuation Method	Cost/Market	Cost/Market
	Property Address	SANFORD, FL 32771	Number of Buildings	0	0
	Mailing	4000 SR 46 SANFORD, FL 32771	Depreciated Bldg Value		
	Subdivision Name		Depreciated EXFT Value		
	Tax District	01-COUNTY-TX DIST 1	Land Value (Market)	\$432,086	\$432,086
	DOR Use Code	10-VAC GENERAL-COMMERCIAL	Land Value Ag		
	Exemptions	29-CHARTER SCHOOL(2020)	Just/Market Value	\$432,086	\$432,086
	AG Classification	No	Portability Adj		
	Facility Name	WAS THE COUNTRY GENERAL STORE	Save Our Homes Adj	\$0	\$0
		Non-Hx 10% Cap (AMD 1)	\$217,631	\$237,127	
		P&G Adj	\$0	\$0	
		Assessed Value	\$214,455	\$194,959	

2023 Certified Tax Summary

2023 Tax Amount w/o Non-Hx Cap \$5,750.20 2023 Tax Savings with Non-Hx Cap \$5,750.20
2023 Tax Bill Amount \$0.00

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

SEC 33 TWP 19S RGE 31E
W 3 AC OF S 1/2 OF SE 1/4
OF SE 1/4 OF SE 1/4 (LESS RD)

Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$214,455	\$214,455	\$0
SJWM(Saint Johns Water Management)	\$214,455	\$214,455	\$0
FIRE	\$214,455	\$214,455	\$0
COUNTY GENERAL FUND	\$214,455	\$214,455	\$0
Schools	\$432,086	\$432,086	\$0

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
QUIT CLAIM DEED	07/30/2019	09452	1941	\$285,000	No	Improved
WARRANTY DEED	01/01/2009	07122	1562	\$100	No	Improved
SPECIAL WARRANTY DEED	11/01/2005	06002	1748	\$100	No	Improved
QUIT CLAIM DEED	03/01/2004	05251	1751	\$100	No	Improved
QUIT CLAIM DEED	02/01/1999	05251	1750	\$53,000	No	Improved
WARRANTY DEED	08/01/1995	02962	0808	\$199,500	Yes	Improved
WARRANTY DEED	09/01/1988	01997	1605	\$185,000	Yes	Improved
WARRANTY DEED	01/01/1975	01058	1333	\$65,000	Yes	Improved
WARRANTY DEED	01/01/1974	01016	1692	\$40,000	Yes	Improved

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
SQUARE FEET			84557	\$5.11	\$432,086

Building Information					
Permits					
Permit #	Description	Agency	Amount	CO Date	Permit Date
01665	REPAIRS; COUNTRY GENERAL STORE	County	\$1,000		3/1/1997
05127	DEMO SMALL STORAGE BLDG	County	\$1,800		6/25/2009
05675	SCREENED DINING AREA ADDITION	County	\$200		8/1/1997
02981	TANKS; COUNTRY GENERAL STORE	County	\$200		5/1/1997
02946	PERMIT DOES NOT STATE WORK DESCRIPTION; THE COUNTRY STORE	County	\$0		5/1/1997

Extra Features				
Description	Year Built	Units	Value	New Cost

Zoning								
Zoning		Zoning Description		Future Land Use		Future Land Use Description		
C-3		Industrial		IND		General Commercial & Wholesale		
Utility Information								
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
41.00	FPL	AT&T	SANFORD	CITY OF SANFORD	NA	NA	NA	NA
Political Representation								
Commissioner		US Congress		State House		State Senate		Voting Precinct
Dist 5 - Andria Herr		Dist 7 - Cory Mills		Dist 36 - RACHEL PLAKON		Dist 10 - Jason Brodeur		10
School Information								
Elementary School District			Middle School District			High School District		
Region 3			Millennium			Seminole		
Copyright 2024 © Seminole County Property Appraiser								

*

2/12/24 SEMINOLE COUNTY GOVERNMENT - PROJECT FEES RECEIPT13:28:00
PROJ # 24-80000014 RECEIPT # 0043110
OWNER:
JOB ADDRESS: LOT #:

PRE APPLICATION	50.00	50.00	.00
-----------------	-------	-------	-----

TOTAL FEES DUE.....:	50.00
----------------------	-------

AMOUNT RECEIVED.....:	50.00
-----------------------	-------

* DEPOSITS NON-REFUNDABLE *
** THERE IS A PROCESSING FEE RETAINAGE FOR ALL REFUNDS **

COLLECTED BY: DRHR01	BALANCE DUE.....:	.00
CHECK NUMBER.....:	000000001734	
CASH/CHECK AMOUNTS....:	50.00	
COLLECTED FROM:	RM STRATEGIES, INC	
DISTRIBUTION.....:	1 - COUNTY 2 - CUSTOMER 3 -	4 - FINANCE

SEMINOLE COUNTY GOVERNMENT
1101 EAST FIRST STREET, 2ND FLOOR, WEST WING
SANFORD, FLORIDA 32771

The DRC Agenda can be found [HERE](#).

PROJECT NAME:	GALILEO EARLY LEARNING CENTER - PRE-APPLICATION	PROJ #: 24-80000014
APPLICATION FOR:	DR - PRE-APPLICATION DRC	
APPLICATION DATE:	2/12/24	
RELATED NAMES:	EP RANDAL MORRIS	
PROJECT MANAGER:	JOY GILES (407) 665-7399	
PARCEL ID NO.:	33-19-31-300-1340-0000	
PROJECT DESCRIPTION	PROPOSED SITE PLAN FOR A DAYCARE/EARLY LEARNING CENTER ON 1.94 ACRES IN THE C-3 ZONING DISTRICT LOCATED ON THE NORTH SIDE OF SR-46, EAST OF CAMERON AVE	
NO OF ACRES	1.94	
BCC DISTRICT	5: HERR	
CURRENT ZONING	C-3	
LOCATION	ON THE NORTH SIDE OF SR-46, EAST OF CAMERON AVE	
FUTURE LAND USE-	IND	
APPLICANT:		CONSULTANT:
RANDALL MORRIS RM STRATEGIES, INC 1603 N INDIAN RIVER RD NEW SMYRNA BEACH FL 32169 (407) 474-8234 MORRIS@CFL.RR.COM		BEN BUENCAMINO CPH, INC 500 WEST FULTON ST SANFORD FL 32771 (407) 322-6841 BBUENCAMINO@CPHCORP.COM

Please be advised, these comments are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These comments are informational only and do not grant any approvals. Also be advised, from time to time Codes and Ordinances are amended and the comments provided only reflect the regulations in effect at the time of review.

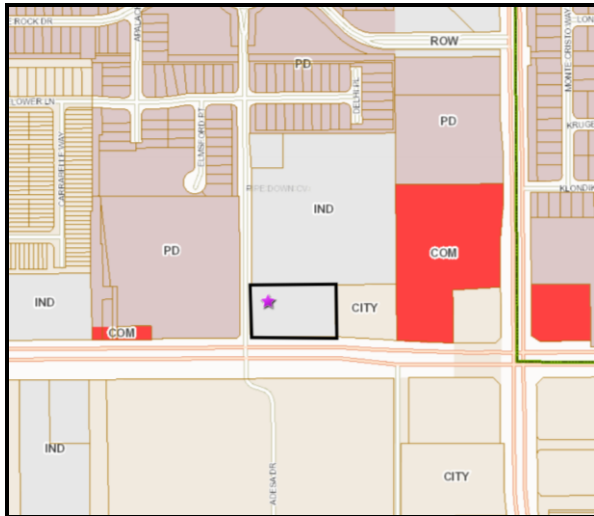
The development project review will be completed utilizing Electronic Plan Review (ePlan). For questions regarding this process, please consult the Electronic Plan Review Applicant User Guide that can be found [HERE](#).

PROJECT MANAGER COMMENTS

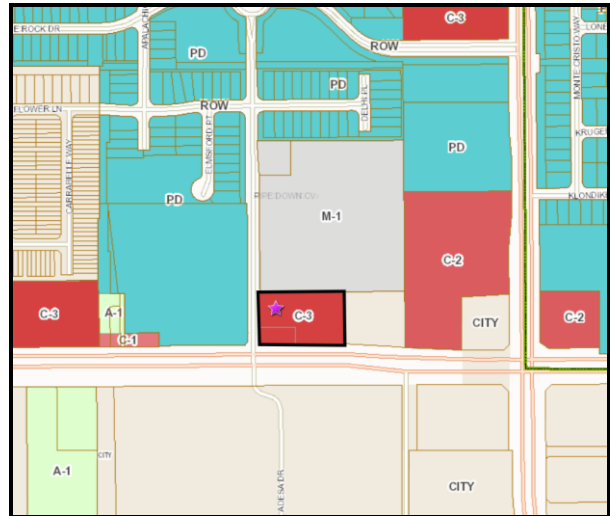
- The subject site has an Industrial Future Land Use (FLU) and a C-3 (General Commercial & Wholesale) Zoning classification.
- The use of a Daycare under the existing C-3 (General Commercial & Wholesale) Zoning classification is a permitted use under the recently approved Land Development Code Update that goes into effect on April 1, 2024.

PROJECT AREA ZONING AND AERIAL MAPS

INDUSTRIAL FLU



C-3 ZONING



AGENCY/DEPARTMENT COMMENTS

	REVIEWED BY	TYPE	STATUS
1.	Buffers and CPTED	Buffer information can be found here: http://https://www.municode.com/library/fl/seminole_county/codes/land_development_code?nodeId=SECOLADECO_CH30ZORE_PT67LASCBU	Info Only
2.	Buffers and CPTED	Please refer to the SCLDC sections 30.1282 and 30.1284 on opacity and plant units.	Info Only
3.	Buffers and CPTED	Parking lot landscaping will be required in accordance with SCLDC Sec. 30. 1292.	Info Only
4.	Buffers and CPTED	A full buffer review will be done at time of site plan review. For a complete Buffer Review Please provide the following with the site plan application: 1. Net buildable Area. 2. Hours of Operation. 3. Floor Area Ratio. 4. Impervious Surface Ratio. 5. Building Height in feet.	Info Only
5.	Buffers and CPTED	Per Sec. 30.1294. Screening: Mechanical equipment, refuse areas, and utilities visible from residential properties or public rights-of-way must be screened in accordance with this section.	Info Only
6.	Building Division	Any building construction and/or modification will require Building permits and engineered plans to meet the current 8th ed (2023) Florida Building Codes.	Info Only
7.	Building Division	Type of use and size of building may require fire sprinklers and fire alarms.	Info Only
8.	Building Division	A hard surface accessible route from the required accessible parking spaces to the accessible entrance to the structure shall be required.	Info Only
9.	Building Division	Separate building permits shall be required for all Site Lighting, Signage, Fire Sprinklers and Alarms, etc.	Info Only
10.	Comprehensive Planning	The Future Land Use (FLU) is Industrial (IND) which allows for a maximum intensity of .65 floor area ratio. Industrial allows for schools (public elementary, middle and high school). Private schools are not explicitly listed but could be considered an allowable use if similar to the public school use.	Info Only
11.	Comprehensive Planning	The subject property is in the Sanford Joint Planning Area (JPA) sub-area number 1 which is presumed to be more urban in character, Nonresidential development shall be consistent with the maximum floor area ratios established through applicable future land use designations.	Info Only
12.	Environmental Services	This development is not within Seminole County's utility service area. Please coordinate with the City of Sanford to service this development.	Info Only
13.	Planning and Development	The subject site has an Industrial Future Land Use (FLU) and a C-3 (General Commercial & Wholesale) Zoning classification. The Industrial FLU allows a maximum Floor Area Ratio (F.A.R.) of 0.65.	Info Only
14.	Planning and Development	The use of a Daycare under the existing C-3 (General Commercial & Wholesale) Zoning classification is a permitted use under the recently	Info Only

		approved Land Development Code Update that goes into effect on April 1, 2024.	
15.	Planning and Development	Development of the site will require submittal and approval of an Engineered Site Plan. The Site Plan Review Process can be found at: SCLDC Chapter 40. Information can be found at: http://cdn.seminolecountyfl.gov/departments-services/development-services/planning-development/development-processes-requirements/index.stml	Info Only
16.	Planning and Development	The subject site is located within the City of Sanford Utility service area; please contact the City at 407-688-5000 to discuss utility requirements and a pre-annexation agreement prior to submitting a formal application with the County for development.	Info Only
17.	Planning and Development	Parking requirements for Daycare, Pre-Schools and Kindergartens are as follows: One (1) space for each employee plus adequate off-street space for loading and unloading of children. The minimum parking stall size is 10 ft X 20 ft.	Info Only
18.	Planning and Development	Outdoor Lighting will require a separate permit. Outdoor lighting must comply with Seminole County Land Development Code Sec. 30.1234. Outdoor Lighting.	Info Only
19.	Planning and Development	Dumpster will require a separate permit. Dumpster enclosure must meet the standard of Seminole County Land Development Code Sec. 30.1233. - Miscellaneous design.	Info Only
20.	Planning and Development	The development shall provide a minimum of 25% open space. The purpose of open space in non-residential developments is to set aside areas for landscaping, buffering, stormwater retention, recreation, aquifer recharge, and/or preservation of natural resources. Stormwater retention ponds may be counted toward the minimum required open space area subject to the following criteria: a. The pond shall be sodded or dressed with equivalent ground cover. b. The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include aesthetic features or amenities such as benches and/or picnic tables.	Info Only
21.	Planning and Development	The maximum allowable building height is 35 feet.	Info Only
22.	Planning and Development	Building setbacks for the C-3 (General Commercial & Wholesale) zoning district are as follows: Front Yard 25 ft; Side Yard 0 ft*; Rear Yard 10 ft*. *If side or rear yard property line abuts residential, the building setback will be equal to the required buffer width. Where required buffer widths exceed the setback requirements, the more restrictive standard shall apply.	Info Only
23.	Public Safety - Fire Marshal	This project falls under the Uniform Fire Safety Standards as defined in FS 633.206 and will have specific fire and life safety requirements as defined in FAC 69A.	Info Only
24.	Public Safety - Fire Marshal	Type of use and size of building may require fire sprinklers and fire alarms.	Info Only
25.	Public Safety - Fire Marshal	Adequate water supply with fire flow calculations for fire protection (hydrants) shall be provided per section 18.3 and 18.4 of NFPA 1.	Info Only

26.	Public Safety - Fire Marshal	Fire department access road shall have an unobstructed width of not less than 20 ft in accordance with the specifications of NFPA 1, Section 18.2.3.5.1.1	Info Only
27.	Public Safety - Fire Marshal	"All the following items shall be acknowledged and added to the site plan sheets as note: 1.Fire department access roads provided at the start of a project and shall be maintained throughout construction. (NFPA 1, 16.1.4). 2.A second entrance/exit might be required per AHJ if the response time for emergency is exceeded per NFPA 1, Section 18.2.3.3 Multiple Access Roads. 3.A water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material accumulates. This applies to both commercial and residential developments. (NFPA 1, 16.4.3.1). 4.Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to construction work. (NFPA 1, 16.4.3.1.3). 5.Fire flow testing shall be performed in accordance with NFPA 291, recommended practice for fire flow testing. 6.A 36 in. clear space shall be maintained around the circumference of fire hydrants and a clear space of not less than 60 in. (1524 mm) shall be provided in front of each hydrant connection having a diameter greater than 2 1/2 in. NFPA 1, 18.5.7. 7.Hydrant shall be marked with a blue reflector in the roadway in accordance with NFPA 1, chapter 18.5.10. 8.Access to gated Subdivisions or Developments shall provide Fire Department access through an approved SOS and Seminole County Knox Key Switch. NFPA 1, 18.2.2.2"	Info Only
28.	Public Safety - Fire Marshal	Include turning radius analysis with plans. * Turning radius analysis based on aerial truck Specifications. (Section 18.2.3.4.3. NFPA 1) Fire Truck Parameters: Pierce Arrow XT Chassis Aerial Platform 100 Inside Cramp Angle: 40 Degrees Axle Track: 82.92 inches Wheel Offset: 5.30 inches Tread Width: 17.5 inches Chassis Overhang: 68.99 inches Additional Bumper Depth: 22 inches Front Overhang: 90.99 inches Wheelbase: 270 inches Overall length: 581.75 inches Calculated Turning Radius: Inside Turn: 25 ft. 7 in. Curb to Curb: 41 ft. 8 in. Wall to Wall: 48 ft. 5 in. Overall length: 48 ft 6in.	Info Only
29.	Public Works - Engineering	Based on the FEMA FIRM Map the site is not located in the floodplain. The site is located in Zone X - Area of Minimal Flood Hazard.	Info Only
30.	Public Works - Engineering	The proposed project is located within the Midway Drainage Basin.	Info Only
31.	Public Works - Engineering	Based on the USDA Web Soil Survey, the site has predominantly St. Johns and Eau Gallie Fine Sands (100%), Map Unit Symbol 29. St. Johns and Eau Gallie Fine Sands are classified by the USDA as "Poorly Drained" soils. The USDA Web Soil Survey estimates the Depth to Water Table to be 6 to 18 inches and designates the Hydrologic Soil Group as B/D.	Info Only
32.	Public Works - Engineering	Based on the available one (1) foot contours, the topography of the site appears to slope east.	Info Only
33.	Public Works - Engineering	Based on the preliminary review, the site appears to be landlocked, with no positive outfall. Per the Seminole County Public Works Engineering Manual - Section 2.4.1 (Design Storm - Minimum), a landlocked facility, with no positive outfall, requires a 100-Year, 24-	Info Only

		Hour Total Retention. "Landlocked" is defined as a drainage system that does not currently discharge its basin or sub-basin in the 10-year, 24-hour storm event.	
34.	Public Works - Engineering	A detailed Drainage Plan will be required at permitting. A detailed Drainage Analysis will be required at Final Engineering.	Info Only
35.	Public Works - Engineering	Cameron Avenue is functionally classified as Local Road and was last resurfaced in 2017. The roadway geometry and structure meet the current Seminole County standards. Cameron Avenue is not currently programmed to be improved according to the Seminole County 5-year Capital Improvement Program.	Info Only
36.	Public Works - Engineering	The developer shall provide a pedestrian sidewalk along the Cameron Avenue frontage. This sidewalk shall connect to the existing sidewalk along the north side of East S.R. 46.	Info Only
37.	Public Works - Engineering	A permit from the St. John's River Water Management District or Florida Department of Environmental Protection is generally required for projects with more than 5,000 sq. ft. of new impervious area, or 4,000 sq. ft. of new building for a total of 9,000 sq. ft. of new impervious surface. For more information see www.sjrwmd.com .	Info Only
38.	Public Works - Engineering	A National Pollutant Discharge Elimination System (NPDES) Permit is required for all projects that disturb greater than one (1) acre. (http://cfpub.epa.gov/npdes/home.cfm?program_id=45)	Info Only
39.	Public Works - Engineering	At Final Engineering approval, a note to the plans that states "Any sidewalk less than 5 feet wide (6 feet along arterial or collector roads) or any broken sidewalk within Seminole County ROW abutting property frontage will be brought into compliance with the Seminole County regulations.	Info Only
40.	Public Works - Engineering	Per the Seminole County Public Works Engineering Manual - Section 1.3.1.B (Auxiliary Lanes Requirements), in all cases, an inbound radius of 50 feet at development access is required. Refer to the Manual's Detail T-16 for design and markings specifications.	Info Only
41.	Public Works - Engineering	Per the Seminole County Public Works Engineering Manual - Section 1.2.8 (Development Planning and Regulation - Corner Clearance), parcels located in the corner of two or more roadways where at least one of the roads is a public facility must locate access drives no closer than 330 feet from the intersection. Access may be provided at 200 feet from the intersection, where approved by the County Engineer.	Info Only
42.	Public Works - Engineering	Considering that there is already an existing northbound Left Turn Lane along Cameron Avenue, a southbound Left Turn Lane at the entrance of the proposed development will not be possible. This will limit the proposed entrance along Cameron Avenue to Right-in/Right-Out only traffic movements. The driveway separation between the development's proposed entrance and the Brockman Site Development entrance at Pipe Down Cv. is approximately 400 feet and meets the Seminole County requirements. There is another driveway, just north of this development's proposed entrance, that is only 50 feet away from the northern boundary/property line. This driveway, however, serves only as a maintenance access to the FCC Tower that is located inside the Brockman Site Development property and generates minimal traffic; therefore, it will not be considered as a regular driveway access that needs to meet the County requirement of	Info Only

		minimum 200 feet separation from another driveway on a functionally classified Local Road.	
43.	Public Works - Impact Analysis	A Traffic Impact Study (TIS) will be required for the proposed use. The Applicant may defer the TIS to a later development application such as site plan approval, final development plan, or final engineering. The TIS is to be prepared in accordance with the County's Traffic Study Requirements for Concurrency guidelines, and a TIS methodology is to be submitted to Staff for review and approval prior to submittal of the TIS itself.	Info Only

AGENCY/DEPARTMENT EFORM COMMENTS AND PROJECT STATUS

This section shows the reviewers of this project from the various County agencies. It may also include additional comments for review and response.

DEPARTMENT	REVIEWER
Planning and Development	Joy Giles jgiles@seminolecountyfl.gov
Public Works - Impact Analysis	William Wharton wwharton@seminolecountyfl.gov
Buffers and CPTED	Maya Athanas mathanas@seminolecountyfl.gov
Public Works - Engineering	Vladimir Simonovski vsimonovski@seminolecountyfl.gov
Comprehensive Planning	Tyler Reed treed@seminolecountyfl.gov
Environmental Services	James Van Alstine jvanalstine@seminolecountyfl.gov
Natural Resources	Sarah Harttung sharttung@seminolecountyfl.gov
Public Safety - Fire Marshal	Matthew Maywald mmaywald@seminolecountyfl.gov
Building Division	Tony Coleman acoleman@seminolecountyfl.gov

RESOURCE INFORMATION

Seminole County Land Development Code:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/>

Seminole County Comprehensive Plan:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/comprehensive-plan/index.shtml>

Development Services:

<http://www.seminolecountyfl.gov/departments-services/development-services/>

Wekiva Consistency form:

<http://www.seminolecountyfl.gov/core/fileparse.php/3207/urlt/WekivaConReview.pdf>

Seminole County Property Appraiser Maps:

<http://www.scpafl.org>

Seminole County Wetland Information:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/forms-applications-resources/wetl-dock-information.shtml>

FEMA LOMR (Letter of Map Revision):

www.fema.gov

Cities:

Altamonte Springs	(407) 571-8000	www.altamonte.org
Casselberry	(407) 262-7700	www.casselberry.org
Lake Mary	(407) 585-1449	www.lakemaryfl.com
Longwood	(407) 260-3440	www.longwoodfl.org
Oviedo	(407) 971-5555	www.cityofoviedo.net
Sanford	(407) 688-5000	www.sanfordfl.gov
Winter Springs	(407) 327-1800	www.winterspringsfl.org

Other Agencies:

Florida Dept of Transportation	FDOT		www.dot.state.fl.us
Florida Dept of Enviro Protection	FDEP	(407) 897-4100	www.dep.state.fl.us
St. Johns River Water Mgmt Dist	SJRWMD	(407) 659-4800	www.sjrwmd.com
Health Department	Septic	(407) 665-3621	

Other Resources:

Flood Prone Areas	www.seminolecountyfl.gov/gm/building/flood/index.aspx
Watershed Atlas	www.seminole.wateratlas.usf.edu
Seminole Co. Property Appraiser	www.scpafl.org



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0180

Title:

SR 46 CAR WASH - PRE-APPLICATION

Project Number: 24-80000012

Project Description: Proposed Site Plan for an express car wash on 5.17 acres in the C-2 Zoning District located on the north side of W SR 46, east of Hickman Dr

Project Manager: Annie Sillaway (407) 665-7936 (asillaway@seminolecountyfl.gov)

Parcel ID: 29-19-30-300-0020-0000

BCC District: 5-Herr

Applicant: John Lapointe (813) 690-3759

Consultant: N/A



SEMINOLE COUNTY
 PLANNING & DEVELOPMENT DIVISION
 1101 EAST FIRST STREET, ROOM 2028
 SANFORD, FLORIDA 32771
 (407) 665-7371 EPLANDESK@SEMINOLECOUNTYFL.GOV

PROJ. #: 24-80000012
 Received: 2/7/24
 Paid: 2/15/24

PRE-APPLICATION

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

APPLICATION FEE

☒ PRE-APPLICATION \$50.00

PROJECT

PROJECT NAME: SR 46 CAR WASH DEVELOPMENT

PARCEL ID #(S): 29193030000200000

TOTAL ACREAGE: 5.17 AC

BCC DISTRICT: DISTRICT 5

ZONING: C-2

FUTURE LAND USE: HIPTI

APPLICANT

NAME: JOHN LAPOINTE

COMPANY: TRIPOINTE ENGINEERING

ADDRESS: 18703 CHAVILLE RD

CITY: LUTZ

STATE: FL

ZIP: 33558

PHONE: 813-690-3759

EMAIL: JLAPOINTE@TRIPOINTELLC.COM

CONSULTANT

NAME: SAME AS ABOVE

COMPANY:

ADDRESS:

CITY:

STATE:

ZIP:

PHONE:

EMAIL:

PROPOSED DEVELOPMENT (CHECK ALL THAT APPLY)

☐ SUBDIVISION ☐ LAND USE AMENDMENT ☐ REZONE ☒ SITE PLAN ☐ SPECIAL EXCEPTION

Description of proposed development: DEVELOP APPROXIMLEY 2.2 ACRES FOR AN EXPRESS CAR WASH WITH RIGHT/IN RIGHT OUT ACCESS ONTO SR 46.

STAFF USE ONLY

COMMENTS DUE: 2/23

COM DOC DUE: 2/29

DRC MEETING: 3/6

☐ PROPERTY APPRAISER SHEET ☐ PRIOR REVIEWS:

ZONING: C-2

FLU: HIPTI

LOCATION:
on the north side of W SR 46,
east of Hickman Dr

W/S: Seminole County

BCC: 5: Herr

PROJECT NARRATIVE

The proposed project consists of the development of a 5.17 ac parcel just east of the Wawa at 4660 W. SR 46. We are proposing to clear and develop a 4,500 sf express car wash with 3 pay stations, 30 vacuum spaces, two handicap parking spaces and 6 employee spaces on approximately 2.2 acres. The development proposes right-in-right out access to SR 46.



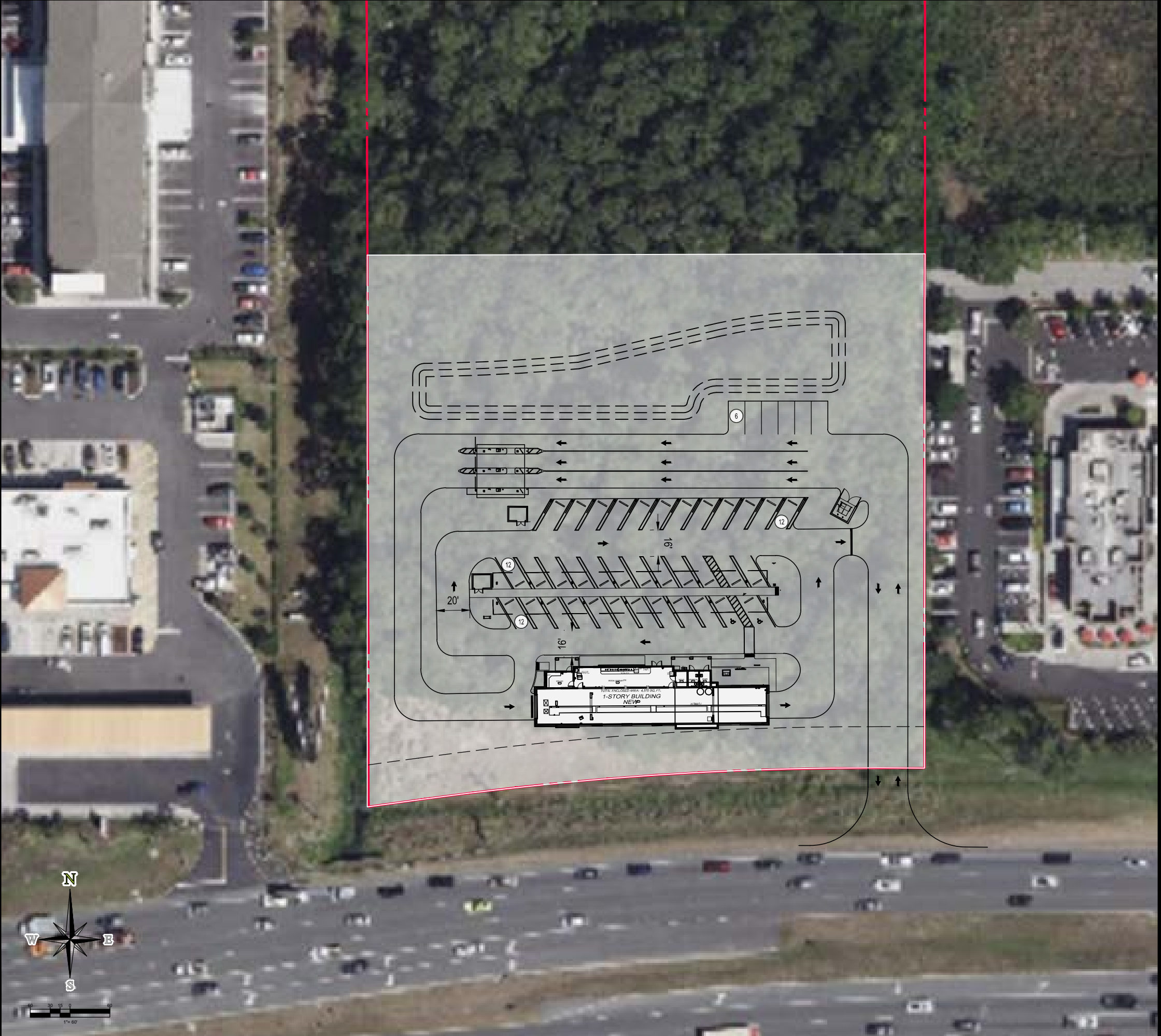
SITE DATA TABLE

SITE INFORMATION

SITE ADDRESS	SR 46
JURISDICTION	SEMINOLE COUNTY
SITE AREA	+/- 2.20 AC
BUILDING AREA	4,570 SF
CURRENT ZONING	C-2
OVERLAY DISTRICT	NO
ALLOWED USE	YES
SUP OR CUP	YES
FRONT SETBACK (ROW)	25'
SIDE SETBACK	0'
REAR SETBACK	10'
FRONT/SIDE/REAR YARD BUFFER	25/10/10
FLOOR AREA RATIO	.35
IMPERVIOUS RATION	70%
MAX BUILDING HEIGHT	35
REQUIRED PARKING	2 SPACES/WASHING AREA OR BAY
EMPLOYEE SPACES	6
VACUUM SPACES	34
HANDICAP SPACES	2

SITE NOTES

1. CROSS ACCESS TO WAWA AND HOTEL WILL NEED TO BE NEGOTIATED.



SR 46
SEMINOLE COUNTY, FL

CONCEPT PLAN

PROJECT:
JCCW - 230004

FOR
JCCW

1701 WEST HILLSBORO
BLVD, SUITE 102
DEERFIELD BEACH, FL
33442

REVISIONS

REV	DATE	COMMENT	BY
X	XXXXXX	XXXX	XXX



DATE: 02-22-2023

Property Record Card

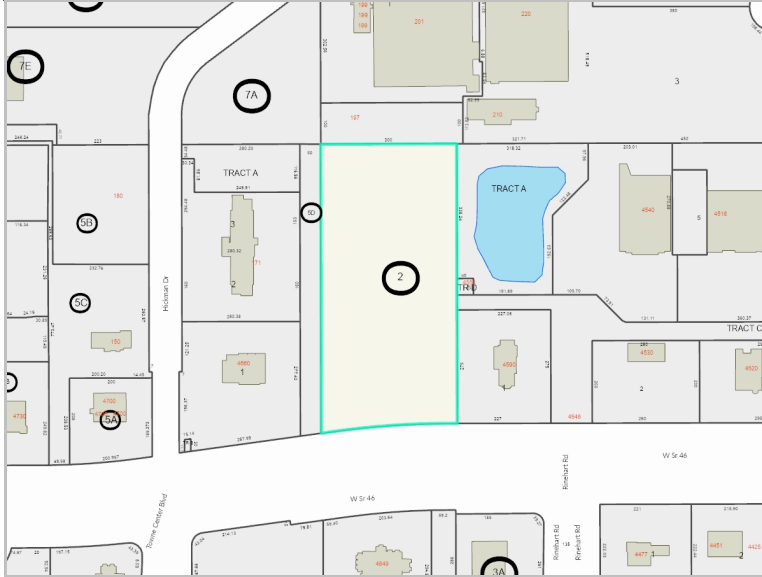


Parcel 29-19-30-300-0020-0000

Property Address W 46 SR SANFORD, FL 32771

Parcel Location

Site View



Sorry, No Image
Available at this Time

Parcel Information

Value Summary

		2024 Working Values	2023 Certified Values
Parcel	29-19-30-300-0020-0000		
Owner(s)	CHAO, VICTOR		
Property Address	W 46 SR SANFORD, FL 32771	Valuation Method	Cost/Market
Mailing	48200 FREMONT BLVD FREMONT, CA 94538-6509	Number of Buildings	0
Subdivision Name		Depreciated Bldg Value	0
Tax District	01-COUNTY-TX DIST 1	Depreciated EXFT Value	
DOR Use Code	10-VAC GENERAL-COMMERCIAL	Land Value (Market)	\$2,974,608
Exemptions	None	Land Value Ag	
AG Classification	No	Just/Market Value	\$2,974,608
		Portability Adj	
		Save Our Homes Adj	\$0
		Non-Hx 10% Cap (AMD 1)	\$0
		P&G Adj	\$0
		Assessed Value	\$2,974,608

2023 Certified Tax Summary

2023 Tax Amount w/o Exemptions/Cap \$39,586.08
2023 Tax Bill Amount \$39,586.08

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

SEC 29 TWP 19S RGE 30E
 ALL S 3/4 OF W 1/2 OF E
 1/4 OF NE 1/4 N OF ST
 GERTRUDE AVE (LESS ST RD
 R/W)

Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$2,974,608	\$0	\$2,974,608
SJWM(Saint Johns Water Management)	\$2,974,608	\$0	\$2,974,608
FIRE	\$2,974,608	\$0	\$2,974,608
COUNTY GENERAL FUND	\$2,974,608	\$0	\$2,974,608
Schools	\$2,974,608	\$0	\$2,974,608

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
WARRANTY DEED	07/01/1999	03715	1076	\$570,000	No	Vacant
ADMINISTRATIVE DEED	08/01/1985	01663	1427	\$250,000	No	Vacant

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
SQUARE FEET			130920	\$3.60	\$471,312
SQUARE FEET			104304	\$24.00	\$2,503,296

Building Information					
Permits					
Permit #	Description	Agency	Amount	CO Date	Permit Date

Extra Features				
Description	Year Built	Units	Value	New Cost

Zoning			
Zoning	Zoning Description	Future Land Use	Future Land Use Description
C-2	Higher Intensity Planned Development – Target Industry	HIPTI	Retail Commercial

Utility Information								
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
34.00	FPL	AT&T	SEMINOLE COUNTY UTILITIES	SEMINOLE COUNTY UTILITIES	NA	NA	NA	NA

Political Representation				
Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 5 - Andria Herr	Dist 7 - Cory Mills	Dist 36 - RACHEL PLAKON	Dist 10 - Jason Brodeur	6

School Information		
Elementary School District	Middle School District	High School District
Region 1	Markham Woods	Seminole

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**Seminole County Government
Development Services Department
Planning and Development Division
Credit Card Payment Receipt**

If you have questions about your application or payment, please email us eplandesk@seminolecountyfl.gov or call us at: (407) 665-7371.

Receipt Details

Date: 2/15/2024 12:13:05 PM
Project: 24-80000012
Credit Card Number: 37*****1002
Authorization Number: 201066
Transaction Number: 150224O10-4A65B3A0-5BAB-4A1F-A2E9-C46EB3684DDA
Total Fees Paid: 52.50

Fees Paid

Description	Amount
CC CONVENIENCE FEE -- PZ	2.50
PRE APPLICATION	50.00
Total Amount	52.50

SEMINOLE COUNTY GOVERNMENT
 1101 EAST FIRST STREET, 2ND FLOOR, WEST WING
 SANFORD, FLORIDA 32771

PROJECT NAME:	SR 46 CAR WASH - PRE-APPLICATION	PROJ #: 24-80000012
APPLICATION FOR:	DR - PRE-APPLICATION DRC	
APPLICATION DATE:	2/16/24	
RELATED NAMES:	EP JOHN LAPOINTE	
PROJECT MANAGER:	ANNE SILLAWAY (407) 665-7936	
PARCEL ID NO.:	29-19-30-300-0020-0000	
PROJECT DESCRIPTION	PROPOSED SITE PLAN FOR AN EXPRESS CAR WASH ON 5.17 ACRES IN THE C-2 ZONING DISTRICT LOCATED ON THE NORTH SIDE OF W SR 46, EAST OF HICKMAN DR	
NO OF ACRES	5.17	
BCC DISTRICT	5: HERR	
CURRENT ZONING	C-2	
LOCATION	ON THE NORTH SIDE OF W SR 46, EAST OF HICKMAN DR	
FUTURE LAND USE-	HIPTI	
SEWER UTILITY	SEMINOLE COUNTY UTILITIES	
WATER UTILITY	SEMINOLE COUNTY UTILITIES	
APPLICANT:	CONSULTANT:	
JOHN LAPOINTE TRIPOINTE ENGINEERING 18703 CHAVILLE RD LUTZ FL 33558 (813) 690-3759 JLAPOINTE@TRIPOINTELLC.COM		N/A

Please be advised, these comments are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These comments are informational only and do not grant any approvals. Also be advised, from time to time Codes and Ordinances are amended and the comments provided only reflect the regulations in effect at the time of review.

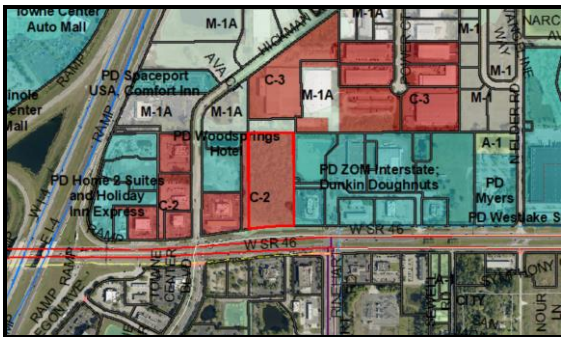
The development project review will be completed utilizing Electronic Plan Review (ePlan). For questions regarding this process, please consult the Electronic Plan Review Applicant User Guide that can be found [HERE](#).

PROJECT MANAGER COMMENTS

- The Car Wash is a permitted use in the C-2 (Retail Commercial) Zoning District and the Higher Intensity Planned Development Target Industry (HIP-TI).
- There is an active PD Rezone and Future Land Use Amendment application #23-2000011 (Sanford Commercial Development) in for review for a restaurant. If the owner decides to proceed with the proposed car wash, the active PD Rezone and Future Land Use will be required to be withdrawn by the owner.
- The next step in the process is an application for Site Plan Approval.

PROJECT AREA ZONING AND AERIAL MAPS

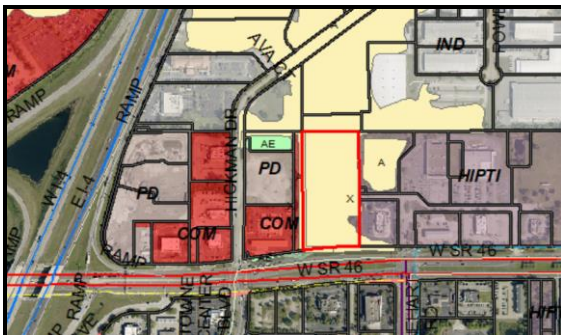
Zoning



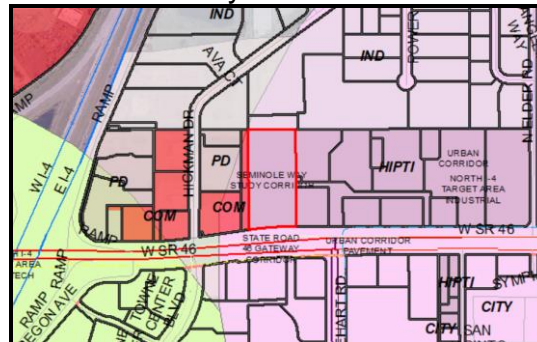
Future Land Use



Floodplain



Corridor Overlays



AGENCY/DEPARTMENT COMMENTS

No.	REVIEWED BY	TYPE	STATUS
1.	Buffers and CPTED	Buffer information can be found here: https://www.municode.com/library/fl/seminole_county/codes/land_development_code?nodeId=SECOLA_DECO_CH30ZORE_PT67LASCBU	Info Only
2.	Buffers and CPTED	Please refer to the SCLDC sections 30.1282 and 30.1284 on opacity and plant units.	Info Only
3.	Buffers and CPTED	A full landscape review will be done at time of site plan review or at rezone if rezoning to a PD. For a complete Buffer Review Please provide the following with the site plan application: 1. Net	Info Only

		buildable Area. 2. Hours of Operation. 3. Floor Area Ratio. 4. Impervious Surface Ratio. 5. Building Height in feet.	
4.	Buffers and CPTED	The subject parcel is located in the SR 46 Gateway Corridor, which has specific development standards. See Sec. 30.1205. - Required corridor landscaped buffer and buffer requirements. A 25' buffer is required on the south adjacent to SR 46.	Info Only
5.	Buffers and CPTED	If a parking area abuts the south buffer area, a continuous shrub hedge shall be arranged or planted to ensure that a height of three (3) feet will be attained within one (1) year of planting so as to screen a minimum of seventy-five (75) percent of the parking area, to that height, as viewed from the right-of-way.	Info Only
6.	Buffers and CPTED	Per Sec. 30.1294. Screening: Mechanical equipment, refuse areas, and utilities visible from residential properties or public rights-of-way must be screened in accordance with this section.	Info Only
7.	Building Division	Any building construction and/or modification will require Building permits and engineered plans to meet the current 8th ed (2023) Florida Building Codes.	Info Only
8.	Building Division	A hard surface accessible route from the required accessible parking spaces to the accessible entrance to the structure shall be required.	Info Only
9.	Building Division	Separate building permits shall be required for site lighting, signage, alarms, (etc)	Info Only
10.	Comprehensive Planning	The Future Land Use (FLU) is High Intensity Planned Development- Target Industry (HIP-TI). This use allows for small free standing single operations along major arterial roads to include similar uses to automobile repair shops, light manufacturing industrial, paint and body shops. For more information on HIP-TI land use see FLU-136 here: https://www.seminolecountyfl.gov/core/fileparse.php/3289/urlt/FLU-Element-Updated-thru-1.11.2022.pdf	Info Only
11.	Comprehensive Planning	HIP-TI also allows small free-standing single or multi-use commercial operations are permitted along major collector and arterial roads on properties with the HIP-TI Future Land Use designation when commercial uses are the predominant existing use along the roadway in both directions from the project site, and therefore the proposed commercial development represents infill development.	Info Only
12.	Comprehensive Planning	The parcel is within the State Road 46 Gateway Corridor Overlay and will be required to comply with	Info Only

		the overlay for landscaping, parking, building setbacks and signage.	
13.	Environmental Services	This development is within Seminole County's potable water service area and is required to connect. There is a 12" PVC potable water main running up and down along the eastern property line of this development. A connection can be made within the adjacent Seminole County owned parcel (28-19-30-5NQ-0D00-0000) or just to the south of that within the private parcel of 28-19-30-5NQ-0C00-0000. Note that this private parcel has a blanket cross-access and utility easement over it.	Info Only
14.	Environmental Services	This development is within Seminole County's sanitary sewer service area and is required to connect. There is an adjacent Seminole County owned parcel (28-19-30-5NQ-0D00-0000) that contains a Seminole County owned public lift station. This development has the option of connecting directly into the wet well of the lift station or to the nearby gravity 8" PVC sanitary sewer main/manhole that flows into the lift station from the southeast.	Info Only
15.	Environmental Services	This development is within Seminole County's reclaim water service area but since there are no reclaim water lines nearby, irrigation would be provided by this development's potable water system or by an alternative irrigation source such as a non-potable irrigation well.	Info Only
16.	Environmental Services	Please see the file "Seminole Crossings Phase I 1999" in the Resources folder on eplan for as-builts of nearby utility lines.	Info Only
17.	Environmental Services	This development will be required to install a sewer discharge treatment system (such as grease traps) due to the type of waste that will be generated by large scale car washing activities. This development will need to be registered with and monitored by Seminole County's Industrial Pretreatment Program. You may contact the Seminole County Industrial Pretreatment Program by email at industrialpretreatment@seminolecountyfl.gov if you have any questions/concerns about the program applicability to this development or sewer discharge treatment system sizing/specifications.	Info Only
18.	Natural Resources	Please indicate the jurisdictional wetland line on the site plans. Wetland areas must be delineated on a survey certified by a registered professional land surveyor. If applicable, include the jurisdiction that approved the wetland line, the date, and reviewers name on the plan.	Info Only
19.	Natural	Please show the location of the 15 foot minimum,	Info Only

	Resources	25 foot average undisturbed upland buffer landward of the wetland line with site plan submission. Landscaping may not be done within this buffer. SCCP Con. 7.4	
20.	Natural Resources	Based on preliminary analysis, there may be endangered and threatened wildlife on the subject property. A threatened and endangered study along with a species of special concern survey will be required prior to final engineering or site plan approval. SCLDC 45.1(a)	Info Only
21.	Natural Resources	The development of the site shall make the most advantageous use of topography and preserve mature trees and other natural features wherever possible. No site plan shall be approved that would result in the removal of over seventy-five (75) percent of existing trees, with trunk diameters of six (6) inches or greater, from any site, unless the Planning Manager finds that the development of the site would be severely restricted. Special consideration and credit shall be given to the retention of trees having a trunk diameter of twenty-four (24) inches or larger. Show location, size, and species of trees with minimum DBH of three (3) inches being removed and saved with site plan submission. SCLDC 60.22	Info Only
22.	Natural Resources	Show tree preservation procedures for construction and development. SCLDC 60.22(c)	Info Only
23.	Natural Resources	Show tree replacement table with site plan submission. SCLDC 60.22(f)	Info Only
24.	Natural Resources	Show the required mix of tree species for tree replacement with site plan submission. SCLDC 60.4(h)	Info Only
25.	Planning and Development	The C-2 (Retail Commercial) building setbacks are: (Front) Twenty-five (25) feet, (Side) Zero (0) feet, (Rear) Ten (10) feet.	Info Only
26.	Planning and Development	A Car Wash is a permitted use in the C-2 (Retail Commercial) Zoning, and the HIP-TI (Higher Intensity Planned Development - Target Industry).	Info Only
27.	Planning and Development	The next step is for the Applicant to apply for a Site Plan Approval. Please refer to Chapter 40 in the Land Development Code of Seminole County. Information can be found at: http://cdn.seminolecountyfl.gov/departments-services/development-services/planning-development/development-processes-requirements/index.shtml .	Info Only
28.	Planning and Development	The subject property is within the Urban Centers and Corridors Overlay, which is under Policy FLU	Info Only

		5.17 in the Comprehensive Plan of Seminole County.	
29.	Planning and Development	The subject property is within the North I-4 Target Area, which can be reference in Policy FLU 5.8 in the Comprehensive Plan of Seminole County.	Info Only
30.	Planning and Development	The subject property is within the SR 46 Gateway Corridor Overlay. Please reference Part 62 in the Land Development Code of Seminole County (LDCSC), for development standards, including but not limited to, signage, landscaping, parking, and stormwater design.	Info Only
31.	Planning and Development	The maximum Floor Area Ratio (F.A.R.) for the entire development is 1.50.	Info Only
32.	Planning and Development	Per LDCSC Sec. 30.1292, mechanical units are required to be screened from the view of all rights-of-way. At time of Site Plan review the developer must demonstrate compliance.	Info Only
33.	Planning and Development	Any allowable use that is being proposed on the subject site will be held to the performance standards of Chapter 30 Part 68.	Info Only
34.	Planning and Development	Parking and landscaping requirement can be found in SCLDC Part 64 Chapter 30. Parking requirements for General Business or Personal Service Establishments. One (1) space for each two hundred (200) square feet of gross floor area.	Info Only
35.	Planning and Development	Per Sec. 30.1344 (a)(4) - A minimum twenty-five (25) percent open space is required.	Info Only
36.	Planning and Development	INFORMATIONAL: County staff has reviewed the subject project based on the information you have provided to us and have compiled the following information for your use. Please be advised, these comments are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These comments are informational only and do not grant any approvals. Also be advised, from time to time Codes and Ordinances are amended and the comments provided only reflect the regulations in effect at the time of review. Seminole County Land Development Code: http://www.seminolecountyfl.gov/guide/codes.asp Seminole County Planning & Development: http://www.seminolecountyfl.gov/gm/	Info Only
37.	Planning and Development	Per Sec. 30.1234 - If outdoor lighting is proposed, a photometric plan may be required.	Info Only

38.	Planning and Development	At time of Site Plan review all post development wetlands must be placed in a conservation easement dedicated to Seminole County.	Info Only
39.	Planning and Development	Cross Access: The Planned Development to the east of the subject property is required to provide cross access and any proposed development on this site would be expected to connect, per Seminole County Comprehensive Plan, Future Land Use Element, Policy FLU 5.12(C).	Info Only
40.	Planning and Development	The proposed use must conform to the Performance Standards in Part 68 of the Land Development Code of Seminole County (LDCSC).	Info Only
41.	Public Safety - Fire Marshal	Adequate water supply with fire flow calculations for fire protection (hydrants) shall be provided per section 18.3 and 18.4 of NFPA 1.	Info Only
42.	Public Safety - Fire Marshal	Fire department access road shall have an unobstructed width of not less than 20 ft in accordance with the specifications of NFPA 1, Section 18.2.3.5.1.1	Info Only
43.	Public Safety - Fire Marshal	"All the following items shall be acknowledged and added to the site plan sheets as note: 1.Fire department access roads provided at the start of a project and shall be maintained throughout construction. (NFPA 1, 16.1.4). 2.A second entrance/exit might be required per AHJ if the response time for emergency is exceeded per NFPA 1, Section 18.2.3.3 Multiple Access Roads. 3.A water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material accumulates. This applies to both commercial and residential developments. (NFPA 1, 16.4.3.1). 4.Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to construction work. (NFPA 1, 16.4.3.1.3). 5.Fire flow testing shall be performed in accordance with NFPA 291, recommended practice for fire flow testing. 6.A 36 in. clear space shall be maintained around the circumference of fire hydrants and a clear space of not less than 60 in. (1524 mm) shall be provided in front of each hydrant connection having a diameter greater than 21/2 in. NFPA 1, 18.5.7. 7.Hydrant shall be marked with a blue reflector in the roadway in accordance with NFPA 1, chapter 18.5.10. 8.Access to gated Subdivisions or Developments shall provide Fire Department access through an approved SOS and Seminole County Knox Key Switch. NFPA 1, 18.2.2.2"	Info Only
44.	Public Safety - Fire Marshal	Access to a door: Fire department access roads shall extend to within 50 FT of at least one exterior	Info Only

		door that can be opened from the outside and that provides access to the interior of the building per Section 18.2.3.2.1 NFPA 1	
45.	Public Safety - Fire Marshal	Dead end fire department access roads in excess of 150 ft in length shall be provided with approved provisions for the fire apparatus to turn around per section 18.2.3.5.4 of NFPA 1	Info Only
46.	Public Safety - Fire Marshal	Include turning radius analysis with plans. * Turning radius analysis based on aerial truck Specifications. (Section 18.2.3.4.3. NFPA 1) Fire Truck Parameters: Pierce Arrow XT Chassis Aerial Platform 100 Inside Cramp Angle: 40 Degrees Axle Track: 82.92 inches Wheel Offset: 5.30 inches Tread Width: 17.5 inches Chassis Overhang: 68.99 inches Additional Bumper Depth: 22 inches Front Overhang: 90.99 inches Wheelbase: 270 inches Overall length: 581.75 inches Calculated Turning Radius: Inside Turn: 25 ft. 7 in. Curb to Curb: 41 ft. 8 in. Wall to Wall: 48 ft. 5 in. Overall length: 48 ft 6in.	Info Only
47.	Public Works - Engineering	Based on FEMA FIRM Map almost the entire site appears to be within the floodplain (Zone A). Seminole County does not allow fill in the floodplain without equal volumetric compensation.	Info Only
48.	Public Works - Engineering	The proposed project is located within the Lake Monroe (Lockhart-Smith Canal) Drainage Basin.	Info Only
49.	Public Works - Engineering	Based on the USDA Web Soil Survey, the site has predominantly Basinger and Delray Fine Sands (59.2%), Map Unit Symbol 9, and Myakka and Eau Gallie Fine Sands (40.8%), Map Unit Symbol 20. Basinger and Delray Fine Sands are classified by the USDA as "Poorly Drained" soils. The USDA Web Soil Survey estimates the Depth to Water Table to be 0 to 12 inches and designates the Hydrologic Soil Group as A/D. Myakka and Eau Gallie Fine Sands are classified by the USDA as "Poorly Drained" soils. The USDA Web Soil Survey estimates the Depth to Water Table to be 6 to 18 inches and designates the Hydrologic Soil Group as A/D.	Info Only
50.	Public Works - Engineering	Based on the available one (1) foot contours the topography of the site appears to be sloping west.	Info Only
51.	Public Works - Engineering	Based on the preliminary review, the site appears to have a positive outfall into the Lockhart-Smith Canal. Per the Seminole County Public Works Engineering Manual - Section 2.4.1 (Design Storm - Minimum), a retention or detention facility with positive outfall requires the Stormwater Quantity	Info Only

		Analysis to meet (not exceed) the predevelopment rate of discharge for a 25-Year, 24-Hour storm event. Stormwater Quality Analysis shall meet the St. Johns River Water Management District (SJRWMD) requirements. A detailed Drainage Plan will be required at permitting. A detailed Drainage Analysis will be required at Final Engineering.	
52.	Public Works - Engineering	A FEMA LOMR (Letter Of Map Revision) may be required. For more information, contact FEMA at www.fema.gov .	Info Only
53.	Public Works - Engineering	A permit from the St. John's River Water Management District or Florida Department of Environmental Protection is generally required for projects with more than 5,000 sq. ft. of new impervious or 4,000 sq. ft. of new building for a total of 9,000 sq. ft. of new impervious surface. For more information please visit www.sjrwmd.com .	Info Only
54.	Public Works - Engineering	A National Pollutant Discharge Elimination System (NPDES) Permit is required for all projects that disturb greater than one (1) acre. (http://cfpub.epa.gov/npdes/home.cfm?program_id=45)	Info Only
55.	Public Works - Engineering	The property fronts West State Road 46. Driveway access permit will be required from the State of Florida DOT (FDOT) for access on West S.R. 46. This road is functionally classified as Urban Principal Arterial Road. Please note that Tract C in the Seminole Crossings Plat (PB55 PG11) provides cross-access easement to this property.	Info Only

AGENCY/DEPARTMENT EFORM COMMENTS AND PROJECT STATUS

This section shows the reviewers of this project from the various County agencies. It may also include additional comments for review and response.

DEPARTMENT	STATUS	REVIEWER
Comprehensive Planning	Review Complete	Tyler Reed
Planning and Development	Review Complete	Annie Sillaway
Environmental - Impact Analysis	No Review Required	Becky Noggle
Public Works - Impact Analysis	No Review Required	William Wharton
Public Safety - Fire Marshal	Review Complete	Matthew Maywald
Natural Resources	Review Complete	Sarah Harttung
Environmental Services	Review Complete	James Van Alstine
Public Works - Engineering	Review Complete	Vladimir Simonovski
Buffers and CPTED	Review Complete	Maya Athanas
Building Division	Review Complete	Tony Coleman

RESOURCE INFORMATION

Seminole County Land Development Code:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/>

Seminole County Comprehensive Plan:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/comprehensive-plan/index.shtml>

Development Services:

<http://www.seminolecountyfl.gov/departments-services/development-services/>

Wekiva Consistency form:

<http://www.seminolecountyfl.gov/core/fileparse.php/3207/urlt/WekivaConReview.pdf>

Seminole County Property Appraiser Maps:

<http://www.scpafl.org>

Seminole County Wetland Information:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/forms-applications-resources/wetl-dock-information.shtml>

FEMA LOMR (Letter of Map Revision):

www.fema.gov

Cities:

Altamonte Springs	(407) 571-8000	www.altamonte.org
Casselberry	(407) 262-7700	www.casselberry.org
Lake Mary	(407) 585-1449	www.lakemaryfl.com
Longwood	(407) 260-3440	www.longwoodfl.org
Oviedo	(407) 971-5555	www.cityofoviedo.net
Sanford	(407) 688-5000	www.sanfordfl.gov
Winter Springs	(407) 327-1800	www.winterspringsfl.org

Other Agencies:

Florida Dept of Transportation	FDOT		www.dot.state.fl.us
Florida Dept of Enviro Protection	FDEP	(407) 897-4100	www.dep.state.fl.us
St. Johns River Water Mgmt Dist	SJRWMD	(407) 659-4800	www.sjrwmd.com
Health Department	Septic	(407) 665-3621	

Other Resources:

Flood Prone Areas	www.seminolecountyfl.gov/gm/building/flood/index.aspx
Watershed Atlas	www.seminole.wateratlas.usf.edu
Seminole Co. Property Appraiser	www.scpafl.org