

Prepared by:

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Return to:

Elianne Rivera, City Clerk
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

Tax Parcel I.D. Numbers
13-21-31-300-005C-0000

**NON-STATUTORY DEVELOPMENT AGREEMENT
FOR COMMERCIAL DEVELOPMENT AT
LOCKWOOD VILLAGE – TWIN RIVERS PUD**

THIS NON-STATUTORY DEVELOPMENT AGREEMENT, (herein referred to as the “Agreement” or “NSDA”) is made and executed this 21st day of August, 2023, by and between the CITY OF OVIEDO a Florida municipal corporation (herein referred to as the "City"), whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, FPC Lockwood, LLC, a Florida limited liability company, (hereinafter referred to “FPC”) whose address is 120 S Olive Ave, Suite 404, West Palm Beach, FL 33401; and Stafford (herein referred to as the "Developer") whose address is 229 Peachtree St NE, Suite 2150 Atlanta, GA 30303 .

WITNESSETH:

WHEREAS, the FPC is the owner of fee simple title to certain real property consisting of approximately 7.693 acre generally located along the east side of Lockwood Boulevard, south of County Road 419, in the City of Oviedo, Seminole County, Florida as more particularly described in Exhibit A “Parent Tract”, consisting of Lot 1 & Lot 2 as more particularly described in Exhibit A, attached hereto and incorporated by this reference (“Subject Property”); and

WHEREAS, the Developer intends to develop a portion of the subject property known for the purposes of this Master Land Use Plan ("MLUP") as Lot 2 (as more particular described in Exhibit A “Proposed Lot 2") with a commercial use listed in the C-2 Zoning District consistent with the Twin Rivers Planned Unit Development Zoning Classification; and

WHEREAS, the developer has filed with the City a MLUP for a Project prepared by Bowman Consulting, dated September 30, 2021, a copy of which is attached to Resolution No. 4364-23 as Lockwood Village Shopping Center MLUP and is incorporated herein by this reference; and,

WHEREAS, the City and Developer desire to set forth certain terms, conditions, and agreements with respect to the development of the "Project"; and

WHEREAS, the City Attorney and City Staff have reviewed the MLUP and this Agreement and recommends approval; and

WHEREAS, the City's Local Planning Agency considered the MLUP and this Agreement at its August 1, 2023 and recommends approval; and

WHEREAS, the City Council finds that the Project is consistent with the City's Comprehensive Plan and Land Development Code (hereinafter referred to as "LDC") and that the conditions, terms, restrictions and requirements set forth herein are necessary for the public health, safety and welfare of the citizens of the City; and

WHEREAS the City Council further finds that this Agreement is consistent with and an exercise of the City's powers under Municipal Home Rule Powers Act, as provided in s.2(b), Article VIII of the Florida Constitution and Section 166.021, Florida Statutes, and the City's police powers; and

WHEREAS, the City Council adopted Resolution No. 4364-23 at its August 21, 2023 meeting approving the Project and authorizing the Mayor to execute this Agreement on behalf of the City.

NOW, THEREFORE, in consideration of mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, it is hereby resolved and agreed by the City and the Developer that the MLUP is approved subject to the following terms and conditions:

- I. RECITALS: The above recitals are true and correct and are incorporated herein as a material part of this agreement.

- II. AUTHORITY. This Agreement is entered into pursuant to the City's constitutional powers, the Florida Municipal Home Rule Powers Act, and the LDC.

- III. REPRESENTATION OF DEVELOPER. The Developer hereby represents and warrants to the City that the Developer has the power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be, that this Agreement and the proposed performance of this Agreement by such party is not an ultra vires act and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.

- IV. FINDINGS OF FACT: The proposed development consists of the following:
 - A. Land Use: The existing Future Land Use is PUD, Planned Unit Development. The existing zoning is PUD, Planned Unit Development. The permitted uses shall be those commercial use listed in the C-2 Zoning District consistent with the Twin Rivers Planned Unit Development Zoning Classification.

 - B. Project Size: approximately 7.69 acre.

 - C. Intensity: Not to exceed 223,000 SF for Commercial Lands in Twin Rivers PUD.

 - D. Project Phasing. The Project may be developed independently and subject to independent development application process and procedure. No phasing proposed.

- V. CONDITIONS OF APPROVAL.
 - A. Development standards shall be as set forth in the LDC, except as set forth in this development agreement.

 - B. The existing development conditions of Twin Rivers PUD shall remain as existing and will not be improved or impacted by conditions herein.

 - C. Landscaping and Buffering.
 - 1. The Developer shall comply with the landscape and buffer requirements of the City's LDC this Agreement, and the MLUP.

 - 2. For the shared interior side lot line within the Project, a landscaped buffer shall not be required.

 - 3. Buffer Width. The minimum width of landscape buffer yards on the site perimeters (excluding along the shared interior lot line) shall be 20 feet.

 - 4. The open space provided on Lots 1 & 2 shall not reduce the overall Twin River PUD open space below 30%.

 - 5. The Developer shall submit a landscape permit for Lot 1, consistent with the plans shown in Exhibit B, which is intended only for the replacement of missing trees from said plan. The landscape installation and inspection(s) shall be completed prior to the Certificate of Completion of the Site Permit Type II associated with the Lot 2 development. The aforementioned scope of work does not include Lot 2, which will to be permitted under separate cover.

 - 6. Landscape Islands: Three (3) of the landscape islands will not have a large

tree. One (1) landscape island will be less than 8' wide and 20' long to accommodate angled parking spaces.

D. Potable Water, Wastewater, and Reclaimed Water.

1. Sewer: Wastewater service shall be provided by the City. The water distribution system shall be sized and constructed in accordance with City of Oviedo ESM requirements.
2. Water: Potable water shall be provided by the City. The water distribution system shall be sized and constructed in accordance with City of Oviedo ESM requirements.
3. Reclaimed Water: Reclaimed water shall be provided by the City. The reclaimed water system shall be sized and constructed in accordance with the City ESM.
4. The Developer shall pay water and sewer capital recovery fee at the time of Florida Department of Environmental Protection ("FDEP") permit application or at building permit issuance, whichever occurs first, in accordance with applicable City Codes and ordinances.

E. Transportation.

1. The Project shall have only two access point as illustrated on the MLUP. A cross-access and parking easement agreement between the lots shall be provided in a form acceptable to and approved by the City Attorney and shall be implemented before the issuance of the first building permit.
2. All internal streets and drive aisles within the Project shall be private; provided, however, the Developer must construct streets and drive aisles per the City's ESM and LDC.
3. The Developer shall bear the cost and maintenance of all street signs, traffic control signs and devices within the Project boundaries. Such signs and devices shall be placed in appropriate locations approved by the City.
4. The Developer shall implement Mobility Strategies per LDC Article IX, at time of SDOFE permitting. Mobility strategies shall be provided as enhancements beyond LDC minimum requirements.
5. The Developer shall pay transportation impact fees consistent with County requirements at the time of building permit issuance or at another point in the development of the Project if approved by the County pursuant to the County's Impact Fee Ordinance.
6. Sight distance at intersections shall be maintained in accordance with the FDOT Florida Design Manual Chapter 212.11.1 (formerly FDOT Design Standard Index 546).

F. Parking.

1. The overall development may maintain the existing parking design on Lot 1 until the site is redeveloped, which includes the span of sixteen (16) parking spaces across Lots 1 & 2, adjacent to Lockwood Boulevard.
2. A vehicular parking space in the existing plaza shall be permitted to remain in the size existing, until such time that Lot 1 is redeveloped.
3. Lot 2 shall be restricted to 25% of parking spaces being compact spaces (10' x 18').
4. Vehicular parking spaces may be shared by businesses within the Project and a shared parking agreement will be required in a form acceptable to and approved by the City Attorney and shall be implemented before the issuance of the first building permit. Parking study shall be provided as deemed necessary by staff.
5. Per the provided Parking Study, the provided 272 parking spaces is sufficient to serve the existing shopping center & proposed 5,710 SF Restaurant Facility. Any additional commercial SF or changes in use will be required to provide additional parking study, as approved by the city, or bring the MLUP up to compliance in parking.
6. Loading areas on Lot 2 shall count as a parking space. The loading areas shall be limited to loading use on off-business hours only. Posted signage stating the loading hours shall be provided on the SDOFE plan set.

G. Stormwater.

1. The onsite stormwater management system shall be privately owned and maintained by the owners of the Project and controlling recorded land regulations and title documents shall so state.
2. The stormwater management system shall be shared between uses.
3. The stormwater management system shall be designed in accordance with the LDC and the City's ESM.

H. Lighting.

1. The Developer shall provide internal and right-of-way lighting in accordance with the LDC's lighting requirements.
2. Between Lots 1 and 2 along the shared interior lot line, "spillover" from exterior lighting is permissible.
3. Any exterior light poles proposed in the parking lot shall match the existing poles for the overall development. Fluted base is not required.
4. All initial and recurring monthly street lighting costs (Contribution in Aid of Construction fees, energy, maintenance and rental fees) within the Project shall be incurred by the Developer or a commercial owners association in controlling title documents.

I. Signage

Lot 1 shall be subject to City of Oviedo Signage Code requirements. Lot 2 shall be permitted 2.5 SF of building signage per 1 LF of each building frontage elevation, with a maximum of (6) signs.

I. Pollution and Environmental.

1. The Developer shall fully comply with all applicable local, State and Federal environmental regulations and laws provided, however that this provision shall not be construed or applied to conflict with Section 166.033 Florida Statutes.

J. Police, Fire, Parks, and Administrative Facilities.

1. The Developer shall comply with the City's impact fees codes and ordinances, as amended from time-to-time, imposing impact fees for police, fire, parks, and administrative facilities.
2. The Developer may apply for impact fee credits and the Developer may obtain these credits consistent with said codes and ordinances and controlling state law.

VI. **EXPIRATION.** The NSDA does not have an expiration date; provided, however, the commercial use shall comply with the conditions established by the NSDA, or amendment to the MLUP will be required. SDOFE application associated with this MLUP shall be submitted within (1) one year of MLUP adoption.

VII. BREACH. In the event of a breach hereof by either party, hereto or their transferees or assigns, the other party hereto shall have all rights and remedies allowed by law, such as the right to specific performance of the provisions hereof.

VIII. NOTICE. All notices required or permitted to be given under the Agreement shall be in writing and must be delivered to the City or the Developer at its address set forth below (or such other address as may be hereafter designated in writing by such party). Any notice must be personally delivered or sent by registered or certified mail, overnight courier, facsimile or telecopy. Any notice will be deemed effective when received (if sent by hand delivery, overnight courier, telecopy or facsimile) or on the date which is 3 days after the notice is deposited in the United States mail (if sent by registered or certified mail). The party's addresses for the delivery of all notices are as follow:

As to City: City Manager
Oviedo City Hall
400 Alexandria Boulevard
Oviedo, FL 32765

As to Owner: FPC Lockwood, LLC
120 S Olive Ave,
Suite 404,
West Palm Beach, FL
33401

As to Developer: Nick Addison
Stafford Properties
229 PeachTree St. NE
Suite 2150
Atlanta, GA 30303

- IX. AMENDMENTS. This Agreement shall not be modified or amended except by written agreement executed by all parties hereto and approved by the City Council.
- X. SEVERABILITY. Except as otherwise provided herein, if any provisions of this Agreement are held to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect so long as each party substantially obtains the consideration contemplated hereunder.
- XL SUCCESSORS AND ASSIGNS. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Developer and their respective successors in interest the terms and conditions of this Agreement similarly shall be binding upon the property and shall run with title to the same.
- XII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City.
- XIII.
- XIV. EFFECTIVE DATE. This Agreement shall be effective upon execution by all parties.
- XII. RECORDATION. Upon execution of this Agreement by all parties, this Agreement and any amendments hereto shall be recorded by the City with the Seminole County Clerk of the Courts within 14 days after its execution by the Mayor of the City and shall run with the land. The Developer shall pay the costs to record this Agreement.
- XIII. PERMITS. The failure of this Agreement to address any particular City, County, State or Federal permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
- XIV. SPECIFIC PERFORMANCE. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations established in this Agreement shall result in irreparable damage, and that specific performance of these obligations may be obtained by suit in equity.
- XV. ATTORNEY'S FEES. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation, litigation at the trial level, or upon appeal.
- XVI. FORCE MAJEURE. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Events"), then notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.
- XVII. CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.
- A. Failure by Developer to perform any obligation hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief or alternatively, the termination of this Agreement. Prior to the City filing any action or terminating this Agreement as a result of a default under this Agreement, the City shall first provide the Developer written notice of said default. Upon receipt of said notice, the Developer shall be provided a 30-day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing said action or terminating this Agreement. or such lesser amount of time, as determined by the City, in the event the public interest necessitates. If 30 days is not a reasonable period in which to cure the default, the cure period shall be reduced or extended to a reasonable cure acceptable to

the City, but in no case shall that cure period exceed (90) days. Upon termination of this Agreement, the Developer shall immediately lose all rights and privileges granted hereunder.

- B. The Developer acknowledges that if this Agreement is ever terminated, the MLUP shall be deemed null and void, and the Project shall no longer be permitted, unless otherwise approved by the City Council.

**THE BALANCE OF THIS PAGE IS BLANK
SIGNATURES FOLLOW**

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly Executed by their duly authorized representatives as of the date first above written.

Approved as to form and legality for use and
reliance by the City of Oviedo, Florida

City:

Attest: _____
Elianne Rivera, City Clerk

By: _____
Megan Sladek, Mayor

Approved as to form and content:

By: _____
David W. Hall, Asst. City Attorney

Signed, sealed and delivered
in the presence of:

**OWNER: FPC Lockwood, LLC, a Florida
limited liability company**

Signature of Witness

Print Name: _____

By: _____
Name & Title:

Signature of Witness

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ of FPC Lockwood, LLC. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

Name:

(SEAL)

Title: Notary Public

Signed, sealed and delivered
in the presence of:

DEVELOPER: STAFFORD

Signature of Witness
Print Name: _____

By: _____
Name & Title:

Signature of Witness
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by _____, as _____ of Stafford _____, on behalf of the _____. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

Name:

(SEAL)

Title: Notary Public

Exhibit A

**DEVELOPMENT PLAN/PROPOSED FOR
LOCKWOOD BLVD
COMMERCIAL PARCEL**

EXHIBIT A

SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST
CITY OF OVIEDO, SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION OF THE PARENT TRACT

(PER O.R. 2829, PG. 923)

THAT PORTION OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, TWIN RIVERS MODEL HOME AREA, AS RECORDED IN PLAT BOOK 39, PAGE 11, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 00°25'53" WEST, 824.93 FEET ALONG THE EAST RIGHT OF WAY LINE OF LOCKWOOD BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 1950, PAGE 552, SAID PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 00°15'37" EAST, 125.65 FEET ALONG SAID RIGHT OF WAY LINE, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°15'37" EAST, 440.03 FEET; THENCE SOUTH 89°44'23" EAST, 605.92 FEET; THENCE SOUTH 51°06'26" EAST, 285.31 FEET; THENCE SOUTH 38°53'34" WEST, 428.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 12°03'09" AND A CHORD OF 47.24 FEET THAT BEARS NORTH 84°26'14" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 47.33 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°32'10" WEST, 291.93 FEET; THENCE NORTH 32°02'40" WEST, 63.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 31°34'50" AND A CHORD OF 13.61 FEET THAT BEARS SOUTH 73°44'45" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 13.78 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°32'10" WEST 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°43'26" AND A CHORD OF 35.59 FEET THAT BEARS NORTH 45°06'06" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 39.59 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, TWIN RIVERS MODEL HOME AREA AS RECORDED IN PLAT BOOK 39, PAGE 11 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00°25'53" WEST 824.93 FEET ALONG THE EAST RIGHT-OF-WAY OF LOCKWOOD ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1950, PAGE 552 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00°15'37" EAST 565.68 FEET ALONG SAID EAST RIGHT-OF-WAY; THENCE DEPARTING SAID RIGHT-OF-WAY RUN SOUTH 89°44'23" EAST 605.92 FEET; THENCE RUN SOUTH 51°06'26" EAST 135.31 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 38°53'34" WEST 110.00 FEET; THENCE RUN SOUTH 51°06'26" EAST 130.00 FEET; THENCE RUN NORTH 38°53'34" EAST 110.00 FEET; THENCE RUN NORTH 51°06'26" WEST 130.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR LOCKWOOD BOULEVARD COMMERCIAL PARCEL.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE EAST RIGHT-OF-WAY LINE OF LOCKWOOD BOULEVARD BEARS N00°16'47"E.
3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



FLORIDA LICENSED BUSINESS NUMBER LB 6846

**DEVELOPMENT PLAN / PROPOSED
FOR
LOCKWOOD BLVD COMMERCIAL PARCEL**

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.

DATE:

MIKE BAERHOLD
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5575

DATE OF DRAWING: 18 APR 2022

MANAGER: MB

CADD: JAA

PROJECT NUMBER: 1153-21001

FIELD BOOK NUMBER:

LAST FIELD WORK:

CREW CHIEF(S):

CPU FILE: 1153001PL.DWG

SCALE: 1"=150'

SHEET 1 OF 12

DEVELOPMENT PLAN/PROPOSED FOR LOCKWOOD BLVD COMMERCIAL PARCEL

EXHIBIT A

SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST
CITY OF OVIEDO, SEMINOLE COUNTY, FLORIDA

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	225.00'	012°03'24"	47.35'	N84°41'02"W	47.26'
C2	25.00'	031°32'15"	13.76'	S73°36'06"W	13.59'
C3	25.00'	090°45'01"	39.60'	N45°11'29"W	35.59'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S51°02'17"E	135.36'
L2	S39°00'09"W	110.09'
L3	S51°06'54"E	129.93'
L4	N39°02'29"E	109.91'
L5	S51°02'17"E	20.00'
L6	S89°35'24"W	291.82'
L7	N32°05'59"W	63.10'
L8	S89°33'09"W	149.96'
L9	S00°16'47"W	58.43'
L10	S00°16'47"W	103.52'
L11	N00°16'47"E	103.52'

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
SEC	SECTION
T	TOWNSHIP
R	RANGE
R/W	RIGHT OF WAY
PSM	PROFESSIONAL SURVEYOR & MAPPER
CONC.MON.	CONCRETE MONUMENT
LB	LICENSED BUSINESS
■	FOUND CONCRETE MONUMENT
▲	FOUND NAIL & DISK
●	FOUND IRON ROD & CAP
○	SET 5/8" IRON ROD & CAP "LB 6846

**LEADING EDGE
LAND SERVICES
INCORPORATED**
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB: www.leadingedge.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

DEVELOPMENT PLAN / PROPOSED FOR LOCKWOOD BLVD COMMERCIAL PARCEL

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.
(SEE SHEET 1 OF 12)

DATE OF DRAWING: 18 APR 2022

MANAGER: MB CADD: JAA

PROJECT NUMBER: 1153-21001

FIELD BOOK NUMBER:

LAST FIELD WORK:

CREW CHIEF(S):

CPU FILE: 1153001PL.DWG

SCALE: 1"=150'

SHEET 2 OF 12



419 COMMERCIAL CENTER
LOT 3 REPLAT
P.B. 69, PG. 92-93

NOT INCLUDED

P.O.B.
- SW CORNER - LOT 1
P.B. 62, PG. 55
FOUND 1/2" IRON
ROD & CAP
"LB 5777 LAND TECH"

LOT 3A

LOT 3B

S89°44'59"E 606.08'

LOT 3C

NOT INCLUDED

LESS &
EXCEPT

4L5

PARENT TRACT

7.693 ACRES
335101 SQ. FEET

S38°56'18"W 428.76'

NOT INCLUDED

C3

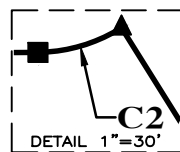
L8

SEE DETAL -

TRACT G

NOT INCLUDED

- SW CORNER
SEC 13, T21S, R31E



SEE SHEET 6 FOR LEGAL DESCRIPTION AND ADDITIONAL NOTES
SEE SHEET 2 FOR LINE & CURVE TABLE AND LEGEND.

PLAT OF DESCRIPTION

FOR

LOCKWOOD BLVD COMMERCIAL PARCEL

DATE OF DRAWING: 18 APR 2022

MANAGER: MB

CADD: JAA

PROJECT NUMBER: 1153-21001

FIELD BOOK NUMBER:

LAST FIELD WORK:

CREW CHIEF(S):

CPU FILE: 1153001PL.DWG

SCALE: 1"=150'

SHEET 7 OF 12

**LEADING EDGE
LAND SERVICES
INCORPORATED**

8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809

PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB: www.leadingedgels.com

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.
(SEE SHEET 1 OF 12)

FLORIDA LICENSED BUSINESS NUMBER LB 6846

**DEVELOPMENT PLAN/PROPOSED FOR
LOCKWOOD BLVD
COMMERCIAL PARCEL**

EXHIBIT A

SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST
CITY OF OVIEDO, SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION OF LOT 1

(PER O.R. 2829, PG. 923)

THAT PORTION OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, TWIN RIVERS MODEL HOME AREA, AS RECORDED IN PLAT BOOK 39, PAGE 11, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 00°25'53" WEST, 824.93 FEET ALONG THE EAST RIGHT OF WAY LINE OF LOCKWOOD BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 1950, PAGE 552, SAID PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 00°15'37" EAST, 125.65 FEET ALONG SAID RIGHT OF WAY LINE, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°15'37" EAST, 440.03 FEET; THENCE SOUTH 89°44'23" EAST, 605.92 FEET; THENCE SOUTH 51°06'26" EAST, 285.31 FEET; THENCE SOUTH 38°53'34" WEST, 428.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 12°03'09" AND A CHORD OF 47.24 FEET THAT BEARS NORTH 84°26'14" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 47.33 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°32'10" WEST, 291.93 FEET; THENCE NORTH 32°02'40" WEST, 63.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 31°34'50" AND A CHORD OF 13.61 FEET THAT BEARS SOUTH 73°44'45" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 13.78 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°32'10" WEST 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°43'26" AND A CHORD OF 35.59 FEET THAT BEARS NORTH 45°06'06" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 39.59 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, TWIN RIVERS MODEL HOME AREA AS RECORDED IN PLAT BOOK 39, PAGE 11 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00°25'53" WEST 824.93 FEET ALONG THE EAST RIGHT-OF-WAY OF LOCKWOOD ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1950, PAGE 552 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00°15'37" EAST 565.68 FEET ALONG SAID EAST RIGHT-OF-WAY; THENCE DEPARTING SAID RIGHT-OF-WAY RUN SOUTH 89°44'23" EAST 605.92 FEET; THENCE RUN SOUTH 51°06'26" EAST 135.31 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 38°53'34" WEST 110.00 FEET; THENCE RUN SOUTH 51°06'26" EAST 130.00 FEET; THENCE RUN NORTH 38°53'34" EAST 110.00 FEET; THENCE RUN NORTH 51°06'26" WEST 130.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1 OF THE PLAT OF 419 COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 62, PAGE 55; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF LOCKWOOD BOULEVARD (100' PUBLIC RIGHT OF WAY, PER O.R. 1950, PG. 552), S00°16'47"W, A DISTANCE OF 58.43 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID LOCKWOOD BOULEVARD, S89°43'13"E, A DISTANCE OF 303.10 FEET; THENCE S00°16'47"W, A DISTANCE OF 103.52 FEET; THENCE N89°43'13"W, A DISTANCE OF 303.10 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID LOCKWOOD BOULEVARD; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID LOCKWOOD BOULEVARD, N00°16'47"E, A DISTANCE OF 103.52 FEET TO THE POINT OF BEGINNING.

**LEADING EDGE
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FLORIDA LICENSED BUSINESS NUMBER LB 6846

**DEVELOPMENT PLAN / PROPOSED
FOR
LOCKWOOD BLVD COMMERCIAL PARCEL**

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.
(SEE SHEET 1 OF 12)

DATE OF DRAWING: 18 APR 2022

MANAGER: MB

CADD: JAA

PROJECT NUMBER: 1153-21001

FIELD BOOK NUMBER:

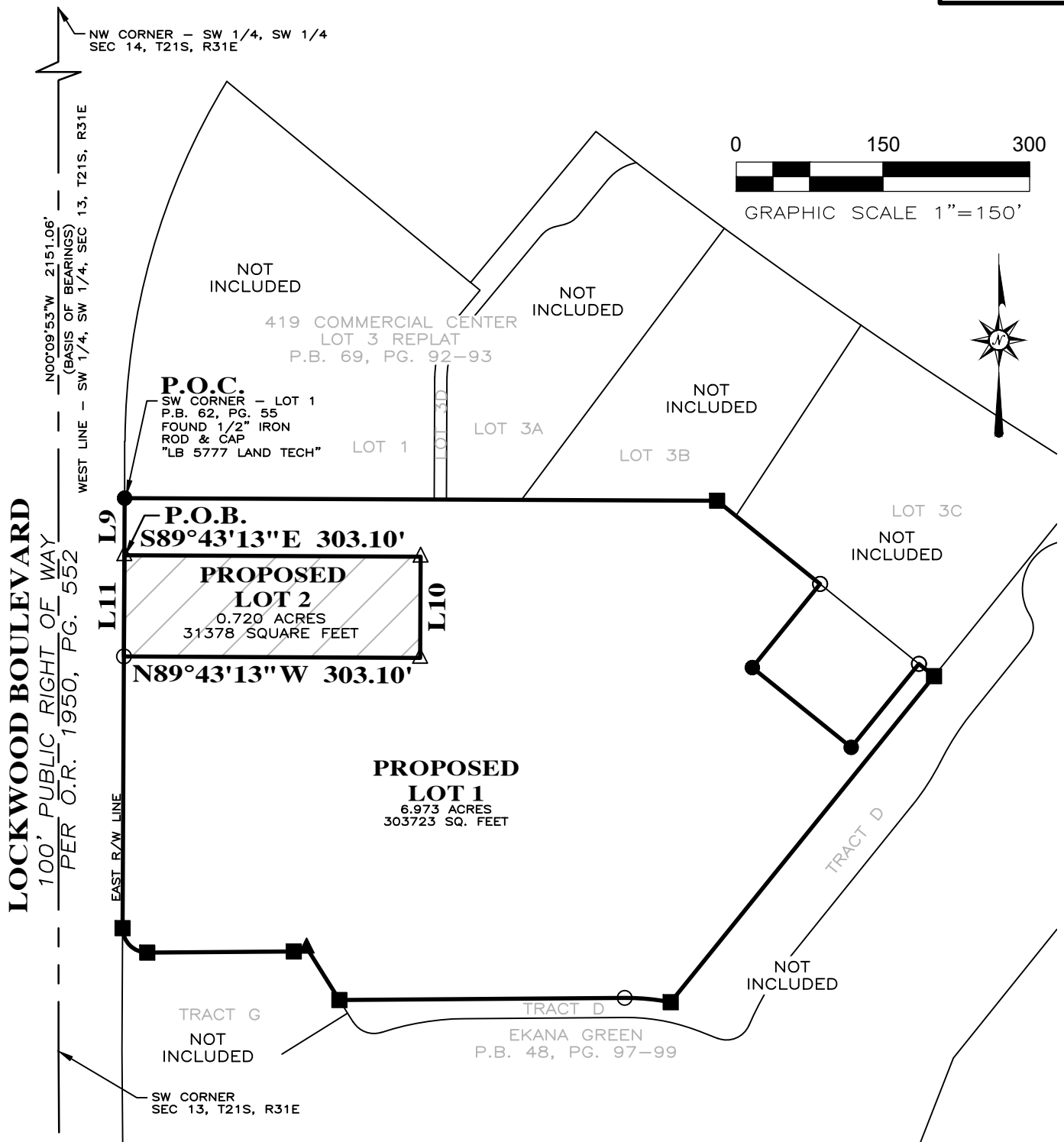
LAST FIELD WORK:

CREW CHIEF(S):

CPU FILE: 1153001PL.DWG

SCALE: 1"=150'

SHEET 3 OF 12



SEE SHEET 11 FOR LEGAL DESCRIPTION AND ADDITIONAL NOTES
SEE SHEET 2 FOR LINE & CURVE TABLE AND LEGEND.



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CREW CHIEF(S):

CPU FILE: 1153001PL.DWG

SCALE: 1"=150'

SHEET 12 OF 12

**DEVELOPMENT PLAN/PROPOSED FOR
LOCKWOOD BLVD
COMMERCIAL PARCEL**

EXHIBIT A

SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST
CITY OF OVIEDO, SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION OF LOT 2

A PARCEL OF LAND LOCATED IN IN SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST, CITY OF OVIEDO, SEMINOLE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS CONVEYED BY DEED TO LOCKWOOD ASSOCIATES OF GEORGIA, LP, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2829, PAGE 923 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1 OF THE PLAT OF 419 COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 62, PAGE 55; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF LOCKWOOD BOULEVARD (100' PUBLIC RIGHT OF WAY, PER O.R. 1950, PG. 552), S00°16'47"W, A DISTANCE OF 58.43 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID LOCKWOOD BOULEVARD, S89°43'13"E, A DISTANCE OF 303.10 FEET; THENCE S00°16'47"W, A DISTANCE OF 103.52 FEET; THENCE N89°43'13"W, A DISTANCE OF 303.10 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID LOCKWOOD BOULEVARD; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID LOCKWOOD BOULEVARD, N00°16'47"E, A DISTANCE OF 103.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.720 ACRES (31378 SQUARE FEET) OF LAND, MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

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(SEE SHEET 1 OF 12)

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MANAGER: MB

CADD: JAA

PROJECT NUMBER: 1153-21001

FIELD BOOK NUMBER:

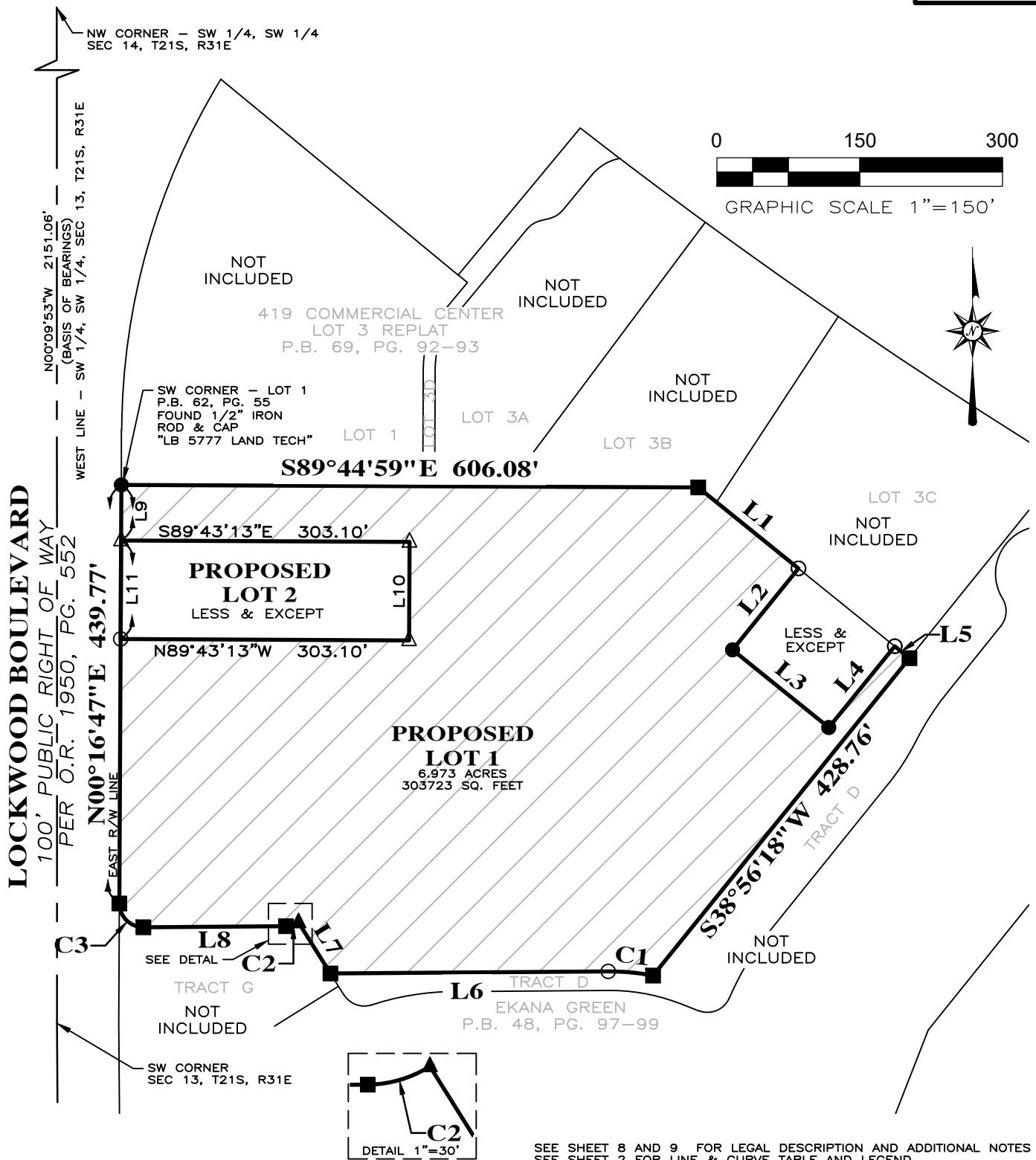
LAST FIELD WORK:

CREW CHIEF(S):

CPU FILE: 1153001PL.DWG

SCALE: 1"=150'

SHEET 4 OF 12



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LAST FIELD WORK:

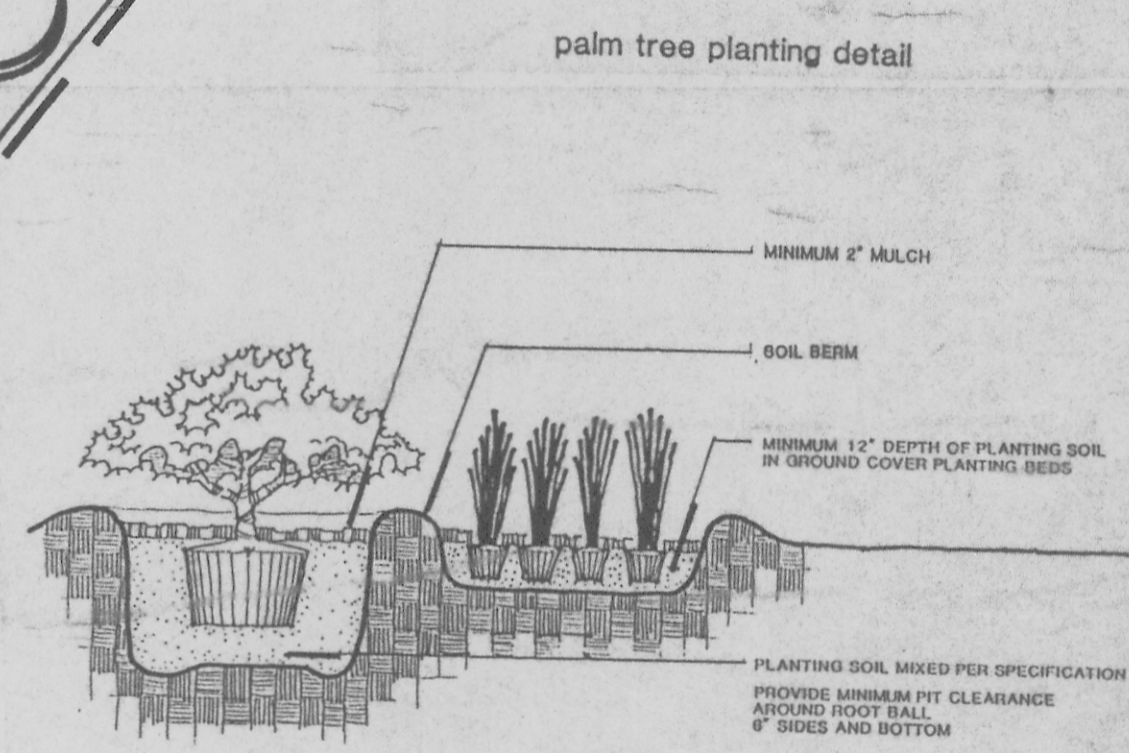
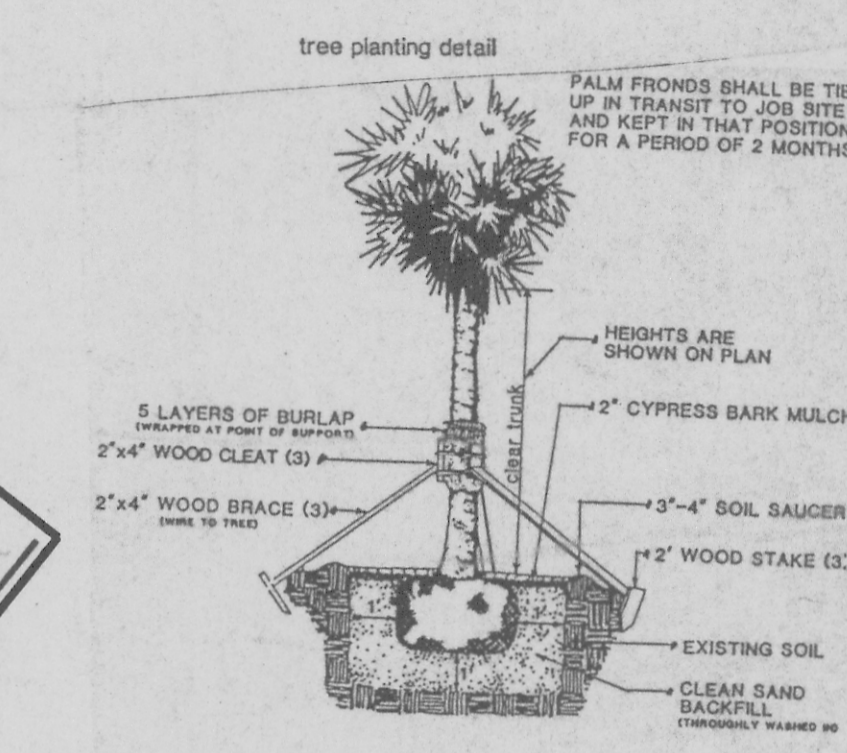
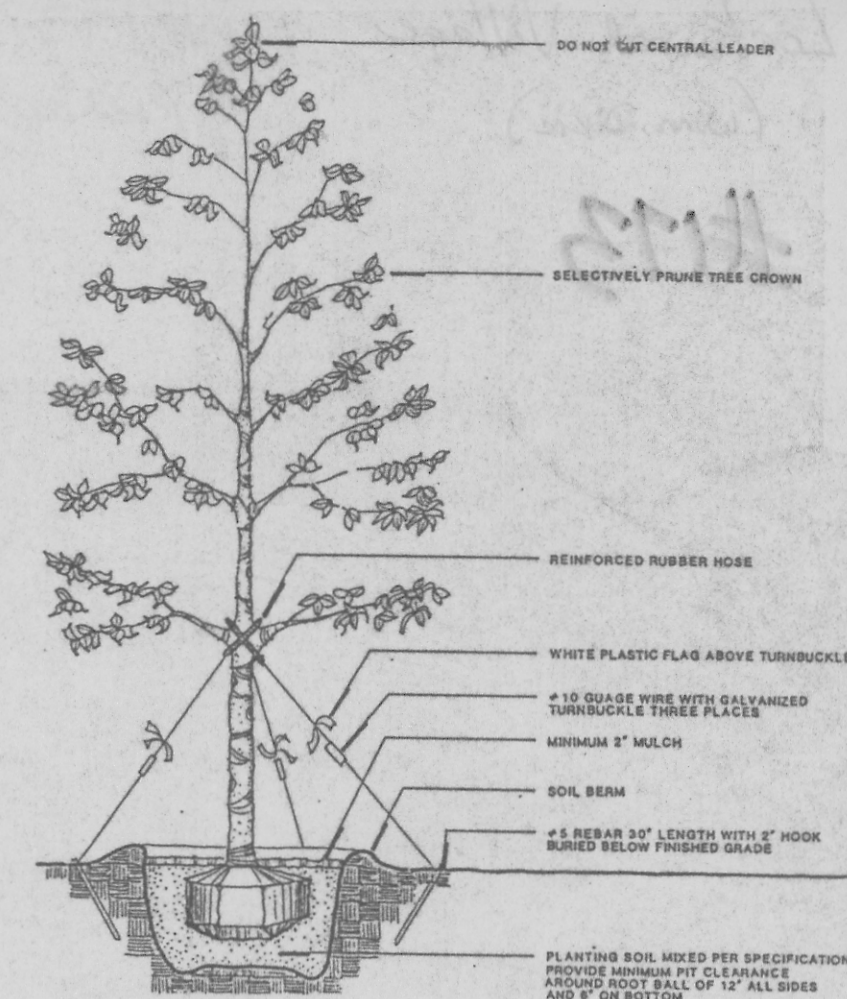
CREW CHIEF(S):

CPU FILE: 1153001PL.DWG

SCALE: 1"=150'

SHEET 10 OF 12

Exhibit B



SHRUB PLANTING DETAIL

- ### LANDSCAPE NOTES
1. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE STANDARDS FOR FLORIDA 101, AS PREPARED BY THE FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF PLANT INDUSTRY, 1000 N. W. 11TH AVENUE, SUITE 200, MIAMI, FLORIDA 33136.
 2. ALL PLANTING SHALL BE INSTALLED ACCORDING TO ACCEPTED COMMERCIAL PLANTING PROCEDURES. SOIL FREE OF LIMESTONE, GRAVEL OR OTHER CONTAMINANTS SHALL BE USED.
 3. ALL LANDSCAPING SHALL MEET OR EXCEED THE STANDARDS SET FORTH BY CITY OF MIAMI LANDSCAPE GUIDELINE.
 4. NO SHALL BE EXCESSIVE. BARK, ROOTS SHALL BE FREE OF ALL HAZARDOUS PESTS AND DISEASE.
 5. ALL PLANTING BEDS SHALL BE NO DEEPER WITH 7" - 2 1/2" OF MULCH. MULCH SHALL NOT BE USED ON PLANTING BEDS.
 6. AT LEAST 1% OF THE GROUSE PARKING AREAS LOCATED INSIDE THE REQUESTED BUTTER AND LANDSCAPE YARDS ARE DEVOTED TO LANDSCAPING.
 7. ALL LANDSCAPED AREAS SHALL BE IRRIGATED, PURSUANT TO THE CITY OF MIAMI REQUIREMENTS.
 8. A WATER IS REQUESTED TO ALLOW 6' PLY WITH LANDSCAPED IRRIGATION WITH THE PARKING LOT. CITY OF MIAMI LANDSCAPE CODE REQUIREMENTS OF THIS TYPE OF PARKING ARE: 1. ALL PLANTING EXISTING OR NEW SHALL TO HAVE A MINIMUM SPACING OF 8 FEET. 2. ALL PLANTING SHALL BE 10 FEET OR MORE FROM THE DRIVEWAYS WITH THE PARKING LOT INSTED OF ONE WIDE MEDIAN.
 9. THE LOW WATER USE ZONES COMPILED AT LEAST 20% OF THE GROUSE PARKING AREAS SHALL BE IRRIGATED. THE ZONES SHALL BE CONTAINED AT LEAST 60% OF THE LANDSCAPED AREAS.
 10. THE CITY OF MIAMI REQUIREMENTS IN PLANT GROWTH, THE LANDSCAPE PLAN AND THE PLANT LIST, THE LANDSCAPE PLAN SHALL CONTAIN:

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
QL	QUERCUS LAURIFOLIA	LAUREL OAK	10' HT.
MG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	8-10' HT.
SP	SABAL PALMETTO	SABAL PALM	10-14' CT.
PIV	PITIOSPORUM TOBIANA 'VARIEGATA'	VARIEGATED PITIOSPORUM	3 GAL.
RI	RAPIHOLEPIS INDICA	INDIAN HAWTHORN	3 GAL.
LEG	LOUNGEAF EVERGREEN GIANT	LOUNGEAF EVERGREEN GIANT	1 GAL. FULL

LOCKWOOD VILLAGE
OVIDO, FLORIDA

SCALE: 1"=30'	DATE: 10-93	DESIGNED BY:	DRAWN BY: KDM
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GGA GEORGE GARRETT AND ASSOCIATES,
1915 E. COLONIAL DR., SUITE 24
ORLANDO, FL 32803
(407)894-8020 FAX: (407)898-0611

SHEET TITLE:	LANDSCAPE PLANS	JOB No.	93-013
		DRAWING NO.	



Bob Cantu & Associates
LAND PLANNING • LANDSCAPE ARCHITECTURE

BQ BOY 940516 - MAITLAND FL 32794-0516 - (40Z) 539-1636