City of Belle Isle - Planning and Zoning Board Regular Session August 25, 2020

ITEM 7

MEMORANDUM

TO: Planning and Zoning Board

DATE: August 25, 2020

Public Hearing Case #2020-06-050 — Pursuant to Belle Isle Code Sec. 42-64 the Board shall consider and take action on a requested variance from Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance from Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance from Sec. 50-73 (d) (1), Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008

Background:

- 1. On June 15, 2020, Hosanna Building Contractors submitted a request, application and required paperwork.
- 2. A Notice of Public Hearing legal advertisement was placed in the Saturday, August 15, 2020, Orlando Sentinel.
- 3. Letters to the abutting property owners within 300 feet of the subject property were mailed on Thursday, August 13, 2020.

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings-of-fact that are presented at the public hearing. The Board will need to determine if the criteria set forth in Chapter 42, Article III, Section 42-64(1) of the Land Development Code have been met, and approve, approve with conditions, or deny this request.

SAMPLE MOTION TO APPROVE:

"I move, the criteria of Section 42-64 of the Belle Isle Land Development Code having been met **TO APPROVE** the requested variance from

Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance;

Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance;

Sec. 50-73 (d) (1), Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008

SAMPLE MOTION TO DENY:

"I move, the justifying criteria of the Belle Isle Land Development Code, having NOT been met; [use only if NONE of the justifying criteria have been met] the requirements of Section 42-64, Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] having NOT been met; [may be used in addition to above or alone] TO DENY the requested variance Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance; Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance; Sec. 50-73 (d) (1), Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008

SUBSECTION (D), a literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.

SUBSECTION (E), personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Code or for the purpose of obtaining a variance.

SUBSECTION (F), the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

SUBSECTION (G), the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.

City of Belle Isle - Planning and Zoning Board Regular Session August 25, 2020

ITEM 8

MEMORANDUM

TO: Planning and Zoning Board

DATE: August 25, 2020

Public Hearing Case #2020-06-061 – Proposed Development Site Plan. Pursuant to Belle Isle Code Sec. 54-79 (f) (4), the Board shall review and take action on the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, Fl 32812, also known as Parcel # 17-23-30-0000-00-008

Background:

- 1. On June 15, 2020, Hosanna Building Contractors submitted a request, application and required paperwork.
- 2. A Notice of Public Hearing legal advertisement was placed in the Saturday, August 15, 2020, Orlando Sentinel.
- 3. Letters to the abutting property owners within 300 feet of the subject property were mailed on Thursday, August 13, 2020.

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings-of-fact that are presented at the public hearing. The Board will need to determine if the criteria set forth in Chapter 42, Article III, Section 42-64(1) of the Land Development Code have been met, and approve, approve with conditions, or deny this request.

SAMPLE MOTION TO APPROVE:

"I move, pursuant to Belle Isle Code Sec. 54-79 (f) (4), **TO RECOMMEND APPROVAL** of the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, Fl 32812, also known as Parcel # 17-23-30-0000-00-008

SAMPLE MOTION TO DENY:

"I move, the justifying criteria of the Belle Isle Land Development Code, having NOT been met; [use only if NONE of the justifying criteria have been met] the requirements of Sec. 54-79 (f) (4), Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] having NOT been met; [may be used in addition to above or alone] TO DENY the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, Fl 32812, also known as Parcel # 17-23-30-0000-00-008

SUBSECTION (D), a literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.

SUBSECTION (E), personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Code or for the purpose of obtaining a variance.

SUBSECTION (F), the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

SUBSECTION (G), the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.

City of Belle Isle 3020 - 06-061

1600 Nela Avenue, Belle Isle, Florida 32809 * Tel 407-851-7730 * Fax 407-240-2222

APPLICATION FOR VARIANCE / SPECIAL EXCEPTION
DATE: 6 15 2020 P&Z CASE #: 2020 -06-050
VARIANCE DESPECIAL EXCEPTION DATE OF HEARING:
APPLICANT: HOSanna Building Contowner: D-Land
ADDRESS: 278 Semoran Connerce PL 5050 Conway Rd
Apopka, +132703 Orlando, FL 32812
PHONE: 407-703-9870 630-667-4629
PARCEL TAX ID #: 17-23-30-0000 -00-008
LAND USE CLASSIFICATION: 1110 ZONING DISTRICT: C-1
DETAILED VARIANCE REQUEST: approval to increase Size of
the building close off entrance to parking li
from Conway Rol and address the
parking spaces on SW side of property line.
SECTION OF CODE VARIANCE REQUESTED ON:
The applicant hereby states that the property for which this hearing is requested has not been the subject of a hearing before the Planning and Zoning Board of the kind and type requested in the application within a period of nine (9) months prior to the filing of the application. Further that the requested use does not violate any deed restriction of the property.
By submitting the application, I authorize City of Belle Isle employees and members of the P&Z Board to enter my property, during reasonable hours, to inspect the area of my property to which the application applies.
Applicant shall provide a minimum of ten (10) sets of three (3) photographs in support of this application as follows: at east one (1) photograph of the front of the property and at least two photographs (from different angles) of the specific area of the property to which the application applies.
Z ml
APPLICANT'S SIGNATURE OWNER'S SIĞNATURE
FOR OFFICE USE ONLY: FEE: \$150.00 U23 2020 #1079 HAP Date Paid Check/Cash Rec'd By
Determination
Appealed to City Council: D Yes DNo Council Action:

5050 Conway Road - Variance Request Application Supplement

Question:

What are the special conditions and circumstances unique to your property? What would be the unnecessary hardship?

Answer:

As our intention is to create a family and pharmacy medical facility, we would request that the following hardships be taken into consideration for variance approval:

- 1. Variance to increase the size of building, not sure if this is needed as we meet the setback requirements on the South and East side, we are connected to an existing building on the West side. The North side will be lined up with the plane of the existing building which is existing/non-conforming.
- 2. Variance to close of the entrance from Conway Rd.
- 3. Variance for North setback.
- 4. Variance for four additional parking spaces.
- 5. Variance for screening wall.

Question:

How were the special conditions noted above created?

Answer:

Special conditions are notes as follows:

- 1. Expansion of the building is creating the special condition.
- 2. Unknown as to the original design.
- 3. Unknown, this dates back 20-30 or more years. We have no information as to how this was approved by the building department. We would assume that the setbacks and codes were different and in compliance at the time of original construction.
- 4. The new occupancy calculations require 26 spaces and currently have 22, therefore creating the special condition.
- 5. Unknown, this dates back 20-30 or more years. We have no information as to how this was approved by the building department. We would assume that the setbacks and codes were different and in compliance at the time of original construction.

Question:

Can you accomplish your objective in another way? List alternatives you have considered and evidence as to why they are not feasible.

Answer:

Considerations are as follows:

1. There are no other considerations for increasing the size of the building as we need the added square footage to accommodate the new occupant needs. Our extension lines up with the existing building envelope on the North and South side.

- 2. There are no other considerations for closing off the entrance from Conway. Closing this entrance will create an opportunity for the parking that we need. It would also eliminate cars entering and crossing through our parking lot to enter/exit the ROW to the adjacent plaza.
- 3. The setback per Orange County code requirements for this district is 25' when butting up to a residential district. The East setback is 65', South setback is not applicable as there is existing parking, West setback abuts to an existing building. The variance request will be for the North setback which is currently at 5'8" (this matches the existing building plane). We do not have any other options but to request a variance since the conditions are existing.
- 4. As the survey shows, there are up to 8 parking spaces with a very small portion of the parking space that is not within our property lines. Our contention would be to utilize those parking spaces as they are not accessible without crossing our property line. There are no other considerations due to the layout of the parking lot and the lot lines, this is our only option.
- 5. We only have a 5'8" buffer, therefore we cannot do a screen wall and a 15' wide transitional buffer to meet the buffer requirements between residential and commercial properties. There are no other considerations due to existing conditions and adjacent property lines.

Question:

What effects will approval of the variance have on adjacent properties or the surrounding neighborhood (for example: adequate light, air, access, use of adjacent property, density, compatibility with surrounding land uses, tragic control, pedestrian safety, etc.)

Answer:

Effects are as follows:

- 1. We are bringing in a family medical practice and pharmacy which will enhance the neighborhood and drive more business to the adjacent tenants throughout the plaza..
- 2. We are making highly significant improvements to the property and the building which will make it much more attractive and will fit in with surrounding buildings.
- 3. The entrance and exit to the plaza will be more stabilized.

5050 Conway Road - Variance Request Comment Responses

Comment: A landscaping plan meeting Belle Isle code requirements in Sec. 50-76. The

landscaping will be required to be brought up to Code. If you are seeking a variance

from this, it will need to be part of the application.

Response: We are not seeking a variance for the landscaping, according to Belle Isle code

requirements in Sec. 50-76, we meet the landscape requirements. The table for the landscaping that will be met has been added to the site plan. We will engage with a

landscape architect for building department review (will include irrigation).

Comment: ISR calculation information on the site plan and all setback information, max.

building height and square footage existing/proposed building, any lighting

proposed (please use a scale that is an Engineer's Scale instead of Architect's Scale).

Response: All above information has been added to the site plan. We would like to request a

variance for the North setback. The setback per Orange County code requirements for this district is 25' when butting up to a residential district. The East setback is 65', South setback is not applicable as there is existing parking, West setback butts up to an existing building. The variance request will be for the North setback which

is currently at 5' (this is matching the existing building space).

Comment: Parking space breakdown on the proposed site plan- number of required, number

provided and specific requested variance from requirements.

Response: Current parking per site plan is per City of Belle Isle code for medical and retail

(pharmacy). Code requirement is broken down on the proposed site plan, we have are requesting a variance for four parking spaces. Code requires 26 spaces and we

have 22.

Comment: A copy of the shared parking agreement referenced in the Special Warranty Deed

Exhibit A (page 3 of 3).

Response: A copy of the shared parking agreement is enclosed with this submittal.

Comment: Information on any correspondence with FDOT about closing the curb cut on the

property since it is off State Road 15 (Conway Road).

Response: Correspondence from FDOT is enclosed in this submittal. The permit process with

take approx. 2 weeks per FDOT representative.

Comment: There are also strict buffer requirements between residential and commercial. Please take

a look at Sec. 50-73 (d) and Sec. 50-76 (3) (b) (1). If you are not meeting these requirements, your application will need to incorporate them into the variance request

accordingly.

THIS DOCUMENT PREPARED BY AND RETURN TO:

Christian S. Bruno, Esq. Cozen O'Connor Southeast Financial Center, 200 South Biscayne Blvd., 30th Floor Miami, FL 33131

AGREEMENT

THIS AGREEMENT (this "Agreement") made this 4 day of Sevential day of Seve

WITNESSETH:

WHEREAS, FIRST PARTY is the owner of Parcel 1, annexed hereto and incorporated herein by reference as Schedule 1, in Orange County, Florida; and

WHEREAS, SECOND PARTY is the owner of Parcel 2, annexed hereto and incorporated by reference as Schedule 2, in Orange County, Florida; and

WHEREAS, Leon Chira, predecessor-in-interest to ownership of Parcel 1 to FIRST PARTY and George C. Miller, Jr. and John W. Miller, individually and d/b/a Miller Brothers, predecessor-in-interest of Parcel 2 to SECOND PARTY, entered into that certain Agreement dated November 7, 1980 and recorded in Official Records Book 3158, page 106, Public Records of Orange County, Florida (the "Expired Agreement"), to which the Expired Agreement amended that certain Agreement as to Party Wall and Cross Parking and Use dated January 30, 1975 and recorded in O. R. Book 2599, page 1171, Public Records of Orange County, Florida, as

amended by that certain Amendment to Party Wall and Cross Parking and Use Agreement dated May 18, 1978 and recorded in O. R. Book 2895, page 6, Public Records of Orange County, Florida (together, the "Prior Agreements"); and

WHEREAS, the Expired Agreement terminated by its terms on December 31, 2005, but the parties hereto have continued to honor certain provisions contained in the Expired Agreement and the Prior Agreements; and

WHEREAS, the parties hereto now desire to terminate, release and relinquish all easements and other rights and interests created or reserved by virtue of the Expired Agreement and Prior Agreements in their entirety, and establish a new agreement between the parties, as set forth herein.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), paid by FIRST PARTY to SECOND PARTY, and the promises and covenants contained herein, the parties hereto hereby covenant and agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. Cross-Parking Rights. Each of the parties hereto owns buildings within the northerly 70' of the property each owns, as more particularly described in Schedule 1 and Schedule 2 annexed hereto, respectively (the property upon which buildings are presently located shall be known and described herein as "Building Area"). The southerly 60' approximately of the property described herein as Schedule 1 and Schedule 2 annexed hereto, and the easterly 60' of Parcel 2 (all of which shall be referred to herein as "Common Area"), shall be developed and used as a Parking Area for the tenants and lessees of the parties hereto, and/or their customers and invitees, and each of the parties hereto grants a non-exclusive easement for cross-parking

purposes to the other party hereto and the lessees, successors and assigns of each, and the customers and invitees. It is understood and agreed that the southerly 60' of the property described in Schedule 1 and Schedule 2, approximately, shall be used for parking and driveway purposes, and the easterly 60' of the property described in Schedule 2, annexed hereto, shall be also utilized for parking and as a drive, and that this area shall be reserved as Common Area for parking and ingress and egress, on a non-exclusive basis by each of the parties hereto. Each of the parties shall be responsible for the repair and maintenance of the Common Area within the boundary of the particular parcel owned by each party and each party covenants and agrees that the invitees and customers of the parties hereto and their respective lessees, successors and assignees, shall have the use for parking and ingress and egress of all of the area designated as Common Area within the boundaries of the properties described in Schedule 1 and Schedule 2 annexed hereto.

- asterly of the westerly boundary of Parcel 2 so that the westerly wall constructed on Parcel 2 is not contiguous to the property line of Parcel 2. Accordingly, the westerly boundary of the present building owned by SECOND PARTY on Parcel 2 shall be considered to be the party wall (the "Party Wall") for the parties hereto, notwithstanding the exact location of such wall. FIRST PARTY shall have the right to use the westerly wall of the Party Wall, notwithstanding the exact location of such wall.
- 4. Repairs to Party Wall. FIRST PARTY shall promptly make repairs and/or replacements to the Party Wall due to damage arising or resulting from, or in any way related to, FIRST PARTY's use thereof, which includes, without limitation, damage caused by FIRST PARTY's agents, representatives, and/or contractors. SECOND PARTY shall promptly make

repairs and/or replacements to the Party Wall due to damage arising or resulting from, or in any way related to, SECOND PARTY's use thereof, which includes, without limitation, damage caused by SECOND PARTY's agents, representatives and/or contractors. In the event the Party Wall is damaged by fire or other casualty which is not attributable to either party hereto, then the parties hereto shall each be equally liable and responsible to pay one-half of the total costs for all necessary repairs and/or replacements to the Party Wall, and in that regard, the parties hereto mutually waive their respective rights of recovery against each other for loss or damage covered by any insurance policy now or hereafter existing for the benefit of the respective party, but only to the extent of the net insurance proceeds payable under such policy or policies. All such repairs and/or replacements, as required herein, shall be performed in good, workmanlike and lawful manner with like or better kind and quality.

- Mutual Indemnification Obligations as to Party Wall. FIRST PARTY shall indemnify, defend and hold harmless SECOND PARTY from and against any and all liability and claims for damages arising or resulting from, or in any way related to, FIRST PARTY's use of the Party Wall, which includes, without limitation, any and all liability and claims for damages caused by FIRST PARTY's agents, representatives and/or contractors. SECOND PARTY shall indemnify, defend and hold harmless FIRST PARTY from and against any and all liability and claims for damages arising or resulting from, or in any way related to, SECOND PARTY's use of the Party Wall, which includes, without limitation, any and all liability and claims for damages caused by SECOND PARTY's agents, representatives and/or contractors.
- 6. <u>Covenants to Run With the Land</u>. This Agreement and the rights set forth herein shall be perpetual, run with the land and shall benefit the successors and assigns of the parties hereto.

7. Termination of Expired Agreement and Prior Agreements. The parties hereto hereby terminate, release and relinquish all easements and other rights and interests created or reserved by virtue of the Expired Agreement and Prior Agreements in their entirety, and the provisions thereof shall have no further effect as of the Effective Date of this Agreement.

8. <u>Counterparts</u>. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[signature pages follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

SIS BELLE ISLE COMMONS, LLC, a New Jersey limited liability company

By:

Print Name: Teller, A. LEON MO

SHAYONA OF ORLANDO LLC, a Florida limited liability company

By:

Name:

Title: HARSHAD PATER

As Manager

Print Name:

TUSHAR

STATE OF New Jersey : ss. country of Burlington : ss.

ON THIS, the day of Soptember, 2019, before me, the undersigned officer, a Notary Public, personally appeared Stephen Cravitz, who acknowledged himself to be the President of SJS Belle Isle Commons, LLC, for itself, its members, successors, assigns, and designees, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

71.

Dina M. Zornes
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires on April 11, 2022

STATE OF	New Jersey	9
COUNTY OF	Burlington	: SS :

ON THIS, the day of Scotton 2019, before me, the undersigned officer, a Notary Public, personally appeared Stephen Cravitz, who acknowledged himself to be the President of SJS Belle Isle Commons, LLC, for itself, its members, successors, assigns, and designees, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Dina M. Bornes

Dina M. Zornes
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires on April 11, 2022

SCHEDULE 1

PARCEL 1

From the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 23 South, Range 30 East, run thence N. 00° 06' 24" E. along the centerline of Conway Road, a distance of 782.73 feet; thence S. 89° 50' 19" W. a distance of 53.00 feet to a Point on the West right-of-way line of said Conway Road, thence S. 00° 06' 24" W, along said right-of-way line a distance of 120.00 feet for a point of beginning; thence continue S. 00° 06' 24" W. a distance of 25.00 feet; thence S 89° 50' 19" W. a distance of 400.00 feet; thence N 00° 06' 24" E. a distance of 145.00 feet; thence N 89° 50' 19" E. a distance of 270.00 feet; thence S. 00° 06' 24" W. a distance of 120.00 feet; thence N. 89° 50' 19" E. a distance of 130.00 feet to the point of beginning.

SCHEDULE 2

PARCEL 2

From the NE corner of the NW 1/4 of the SE 1/4 of Section 17, Twp 23 South, Rng 30 East, run S 00° 06' 21" W along the E line of said NW 1/4 of the SE 1/4 a distance of 1338.57 ft. to the SE corner of said NW 1/4 of the SE 1/4; thence S 89° 50' 25" W along the S line of said NW 1/4 of the SE 1/4 a distance of 53 ft; run thence S 00° 06' 21" W a distance of 556 ft. to the Point of Beginning; from the Point of Beginning continue thence S 00° 06' 21 W a distance of 120 ft; thence S 89° 50' 19" W a distance of 130 ft; thence N 00° 06' 21" E a distance of 120 ft; thence N 89 50' 25" E 130 ft; to the Point of Beginning.

This instrument prepared by and should be returned to:

SI Valbh, Esq. Bogin Munns & Munns, PA 1000 Legion Place, 10th Floor Orlando, FL 32801

Parcel ID #: 17-23-30-0000-00-008

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed effective as of this Z9 day of May, 2020, by SHAYONA OF ORLANDO LLC, a Florida limited liability company, whose address is 5050 S. Conway Road, Orlando, FL 32812 (hereinafter referred to as the "Grantor") to D-LAND LLC, a Florida limited liability company, whose address is 10273 Hart Branch Circle, Orlando, FL 32832 (hereinafter referred to as the "Grantee");

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee those certain pieces, parcels or tracts of land situated in Orange County, Florida more particularly described as follows:

SEE ATTACHED EXHIBIT A, WHICH IS INCORPORATED HEREIN BY REFERENCE

TOGETHER WITH all improvements, tenements, hereditaments and appurtenances belonging or in any way appertaining to such real property (all of the foregoing being hereinafter referred to as the "Subject Property");

TO HAVE AND TO HOLD the Subject Property in fee simple forever; and the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

The Subject Property is not Grantor's homestead.

The conveyance made herein, however, is expressly made SUBJECT TO easements, restrictions and other matters of record, this reference to which shall not act to reimpose same, and taxes and assessments for the year 2020 and thereafter which are not yet due and payable.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Name: TUSHAK PATEL

Print Name: HARSHAD PATEL

SHAYONA OF ORLANDO LLC

Name: STY

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of May, 2020 by Harshad Patel, as Manager of Shayona of Orlando LLC, a Florida limited liability company. He is personally known to me or has produced 1. Player Licas identification.

[Notary Seal]

Notary Public

SANDIP VALBH
Commission # GG 217879
Expires June 20, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Name typed, printed or stamped

My Commission Expires: \(\square{7} \)

Tynu 20, 2022

EXHIBIT A LEGAL DESCRIPTION

From the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 17, Township 23 South, Range 30 East, Orange County, Florida, run South 00 degrees 06 minutes 21 seconds West, along the East line of said Northwest 1/4 of the Southeast 1/4, a distance of 1338.57 feet to the Southeast corner of the said Northwest 1/4 of the Southeast 1/4; thence South 89 degrees 50 minutes 25 seconds West, along the South line of the said Northwest 1/4 of the Southeast 1/4, a distance of 53.0 feet; thence run South 00 degrees 06 minutes 21 seconds West, a distance of 556.0 feet to the Point of Beginning; from said Point of Beginning, continue South 00 degrees 06 minutes 21 seconds West, a distance of 120.0 feet; thence South 89 degrees 50 minutes 19 seconds West, a distance of 130.0 feet; thence North 00 degrees 06 minutes 21 seconds East, a distance of 120.0 feet; thence North 89 degrees 50 minutes 25 seconds East, a distance of 130.0 feet to the Point of Beginning.

Together with an Agreement as to Party Wall and Cross Parking and Use Agreement recorded in Official Records Book 2599, Page 1171, then Amended and recorded in Official Records Book 2895, Page 6, and Official Records Book 3158, Page 106, and instrument #20190602974 of the Public Records of Orange County, Florida.

					ONID NO. 2302-0263	
B. Type of Los	an					
○ 1. FHA ○ 4. V.A.	2. FmH/ 5. Conv.	Ins.	6. File Number 2191361	7, Loan Number	8. Mortg, Ins. Case Num.	
C. NOTE: This	form is furnished ked "(p.o.c.)" wer	to give you a statement of a re paid outside the closing; the	actual settlement costs ney are shown here for in	Amounts paid to and by the settlen formational purposes and are not	nent agent are shown, Items included in the totals.	
D. NAME OF B		D-Land LLC, a Florida limite 10273 Hart Branch Cir, Orfe				
E. NAME OF SELLER: Shayona of Orlando, a Florid Address of Seller: 5050 South Conway Road, (TIN: 45-3075332			
F. NAME OF LE Address of L						
G. PROPERTY	LOCATION:	5050 Conway Rd., Orlando	, Florida 32812			
H. SETTLEMENT AGENT: Bogln, Munns & Munns, P.A. Place of Settlement: 1000 Legion Place, Sulte 100			TIN: 20-3886534 Phone: 407-578-1334			
I. SETTLEMENT DATE: 5/29/20			DISBURSEMENT DATE: 5/29/20			

J. Summary of borrower's transaction 100. Gross amount due from borrower:	N	K. Summary of seller's transaction	A STATE OF THE PARTY OF
101. Contract sales price	837 500 00	400. Gross amount due to seller:	997 599
102. Personal property	00,000,760	402. Personal property	837,500.0
103. Settlement charges to borrower (Line 1400)	2,483.00		
104	2,400,00	404.	
105.		405	
Adjustments for items paid by seller in advance:	-	Adjustments for items paid by seller in advance;	-
106. City/lown taxes		406. City/town taxes	
107. County taxes		407. County taxes	-
108. Assessments	7	408. Assessments	
109. Non-Ad Valorem Taxes from 05/29/20 to 10/31/20	184,25		184.2
110.		410.	104.2
111.	-	411	1
112.		412.	1
120. Gross amount due from borrower:	840,167,25	420. Gross amount due to seller:	837,684,2
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	30,100,12
201. Deposit or earnest money	325,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new toan(s)		502. Settlement charges to seller (line 1400)	12,755.0
203 Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	462,000.0
205		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. Clly/town taxes		510. City/town taxes	
211. County taxes from 01/01/20 to 05/29/20	2,184.12	511. County taxes from 01/01/20 to 05/29/20	2,184.12
212 Assessments		512. Assessments	
213.	-	513.	
214.	-	514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	327,184.12	520. Total reductions in amount due seller:	476,939.12
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	W. Witzglands
01. Gross amount due from borrower (line 120)	840,167.25	601, Gross amount due to setter (line 420)	837,684,25
02. Less amount paid by/for the borrower (line 220)	(327,184.12)	602. Less total reductions in amount due seller (line 520)	(476,939.12)
03. Cash (☑ From ☐ To) Borrower:	512,983.13	603. Cash (7 To From) Seller:	360,745.13

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Sellor instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

	nt charges		THE PARTY OF THE PARTY.	Borrower PCC	Seller POC Paid from	Pald
700. Total S	ales/Brokers Com. based	d on price \$8	37,500.00 @	% =	Borrower's	Sel
701.		% to			Funds at	Fun
702.		% to			Settlement	Settl
703. Comm	ission paid at settlement					_
704.		to				
	payable in connection with	n loan:		Borrower POCS	Seller PGC	Name and Address of the Owner, where
801. Loan o	origination fee	% to				
802. Loan o	liscount	% to				
803. Apprai	sal fee	to				_
804. Credit	report	to				_
805, Lender	's inspection fee	lo				
10.000.0000.000	ge insurance application					
807. Assum		to				
808,	paorifica					
		to				
809.		lo				
810.		lo				
811.		to				
900. Items r	equired by lender to be pa	ald in advance:	بالملاج ملاجا يله	Borrower POCS	etler POC	-
901. Interest		to	@	/day	The same of the sa	
902. Mortgag	e Insurance premium for	months to				
	Insurance premium for	years to				-
	surance premium for					
905.	autonoe protituin tui	years to		=		
	ves deposited with lender	years to				
1001. Hazard		80		Berrower POCS	eller POC	
			months @	per month		
	ge Insurance		months @	per month		
1003, City pr	operty taxes		months @	per month		
1004. County	property taxes		months @	per month		
1005. Annual	assessments		months @			
1006. Flood I	neurance			per month		
1007.	100101100		months @	per month		
			months @	per month		
1008.			months @	per month		
11174	l or title search		and Title Insurance Co	ompany		2
103. Title ex		lo				
	urance binder	io				
	ent preparation	to				
106. Notary f	005	to				
107. Attorney	's Fees	to Bogin, Mu	nns & Munns, P.A. OF	RL		1,7
(include	es above item numbers:)	1,7
108. Title Ins	urance	to Westcor Land Title	Insurance Commanut	Rogin Munnet	/	4.0
	s above Item numbers:	Tario Taro		The state of the s		4,2
	coverage (Premium):)	
		2007 FOR CO	PA)			
		\$837,500.00 (\$4,262.	50)	144	te li li li	
11. Endorse						
12.		to				
13.		lo				
200 Canara	nent recording and transf				CHARLES TO THE	
2007 COVERIN	ng fees De	ed \$18.50	Mortgage(s)	Releases	18.50	
01. Recording			0.0.1			
01. Recording	nty tax/stamps Dec		Mortgage(s)			
201. Recordir 202. City/cour		ed	Mortgage(s)			E D4
01. Recordir 02. City/cour 03. State tax	/stamps Dec	ed \$5,862.50	Mortgage(s) Mortgage(s)		4.50	5,86
201. Recording 202. City/cour 203. State tax 204. E-Record	/stamps Dec	ed \$5,862.50 to	Mortgage(s) Mortgage(s) Simplifile		4.50	5,86
201. Recording 202. City/cour 203. State tax 204. E-Record 205.	/stamps Dec	ed \$5,862.50	Mortgage(s) Mortgage(s) Simplifile	/p		5,86
201. Recording 202. City/cour 203. State tax 204. E-Record 205.	/stamps Dec	ed \$5,862.50 to	Mortgage(s) Mortgage(s) Simplifile	Borrower POCSell	er POC	5,86
201. Recording 202. City/cour 203. State tax 204. E-Record 205. 300. Addition 01. Survey	/stamps Ded ding Fee at settlement charges:	ed \$5,862.50 to to Atlantic Sur	Mortgage(s) Mortgage(s) Simplifile	Borrower POCSeil		5,86
201. Recording 202. City/cour 203. State tax 204. E-Record 205. 300. Addition 201. Survey 202. Pest Insp	Vstamps Der ding Fee at settlement charges: nection	ted \$5,862.50 to to Atlantic Sur	Mortgage(s) Mortgage(s) Simplifile rveying Inc.	Barrower POCSeile	er POC	
201. Recording 202. City/cour 203. State tax 204. E-Recording 205. Attellion 205. Survey 202. Pest Insp. 203. Lien Sea	Vstamps Der ding Fee at settlement charges: nection	ted \$5,862.50 to to Atlantic Sui to Florida Mur	Mortgage(s) Mortgage(s) Simplifile	Borrower POCSell	er POC	
201. Recording 202. City/cour 203. State text 204. E-Record 205. 300. Addition 201. Survey 202. Pest Insp. 203. Lien Sea 204.	Vstamps Der ding Fee at settlement charges: nection	ted \$5,862.50 to to Atlantic Sui to Florida Murito	Mortgage(s) Mortgage(s) Simplifile rveying Inc.	Barrower POC Sello	er POC	
201. Recording 202. City/cour 203. State text 204. E-Record 205. 300. Addition 201. Survey 202. Pest Insp. 203. Lien Sea 204. 205.	Vstamps Der ding Fee at settlement charges: nection	ted s5,862.50 to to to Atlantic Surto Florida Murito to	Mortgage(s) Mortgage(s) Simplifile rveying Inc.	Barrower POCSell	er POC	
201. Recordir 202. City/cour 203. State tax 204. E-Record 205. 300. Attrition 201. Survey 202. Pest Insp 203. Lien Sea 204. 205.	Vstamps Der ding Fee at settlement charges: nection	ted s5,862,50 to to to Atlantic Sur to Florida Mur to to to	Mortgage(s) Mortgage(s) Simplifile rveying Inc.	Barrower POCSell	er POC	
201. Recordir 202. City/cour 203. State tex 204. E-Record 205. 300. Attrition 102. Pest Insp 103. Lien Sea 104. 105.	Vstamps Der ding Fee at settlement charges: nection	ted s5,862,50 to to to Atlantic Sur to Florida Mur to to to to	Mortgage(s) Mortgage(s) Simplifile rveying Inc.	Borrower POCSeil	er POC	12
201. Recordir 202. City/cour 203. State tax 204. E-Record 205. 300-Addition 001. Survey 602. Pest Insp 404. 406. 406. 406. 406. 406. 406. 406.	Vstamps Der ding Fee at settlement charges: nection	ted s5,862,50 to to to Atlantic Sur to Florida Mur to to to	Mortgage(s) Mortgage(s) Simplifile rveying Inc.	Barrower POCSeil	er POC	
201. Recordir 202. City/cour 203. State tax 204. E-Record 205. 300. Addition 300. Addition 300. Addition 301. Survey 302. Pest Insp 403. Lion Sea 104. 905. 906. 907. 908.	/stamps Ded ding Fee at settlement charges: nection rich	ted s5,862,50 to to to Atlantic Sur to Florida Mur to to to to	Mortgage(s) Mortgage(s) Simplifile rveying Inc.	Barrower POCSeil	er POC	
201. Recordir 202. City/cour 203. State tax 204. E-Record 205. 30D Addition 101. Survey 102. Pest Insp 103. Lien Sea 104. 105. 106. 107. 108.	Vstamps Der ding Fee at settlement charges: nection	ted s5,862.50 to to to Atlantic Sur to Florida Mur to	Mortgage(s) Mortgage(s) Simplifile rveying Inc.	Barrower POCSell	er POC	

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number;	2191361					
and accurate	lly reviewed the HUD-1 S statement of all receipts that I have received a c	s and disbursemen	nts made or	n my account o	nowledge and r by me in this	i bellef, it is a true transaction. i
		Borrov	wer(s)			
By:	i LLC rida limited liabili LLC n D. Dang Manager	ty company				
		Selle	r(s)			
a Flor By: <	a of Orlando LLC rida limirod liabili Larshad Patel Lanaging Member	ty company				¥
	(Corporate Seal)					
The HUD-1 Sec caused or will Bogin, Munna By:	ttlement Statement whic cause the funds to be di s & Munns, P.A. ORL	lisbursed in accord	ls a true ar	nd accurate acc		ansaction. I have

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Brittany Porter

From:

Saidallah, Sal <Sal.Saidallah@dot.state.fl.us>

Sent:

Tuesday, July 07, 2020 3:10 PM

To:

Brittany Porter

Cc:

Kirts, Scott; Dean Blankenship

Subject:

5050 Conway Medical -FDOT Curb Modifications

Attachments:

2018 Driveway Permit Checklist - Cat B Higher.docx

Follow Up Flag:

Flag Status:

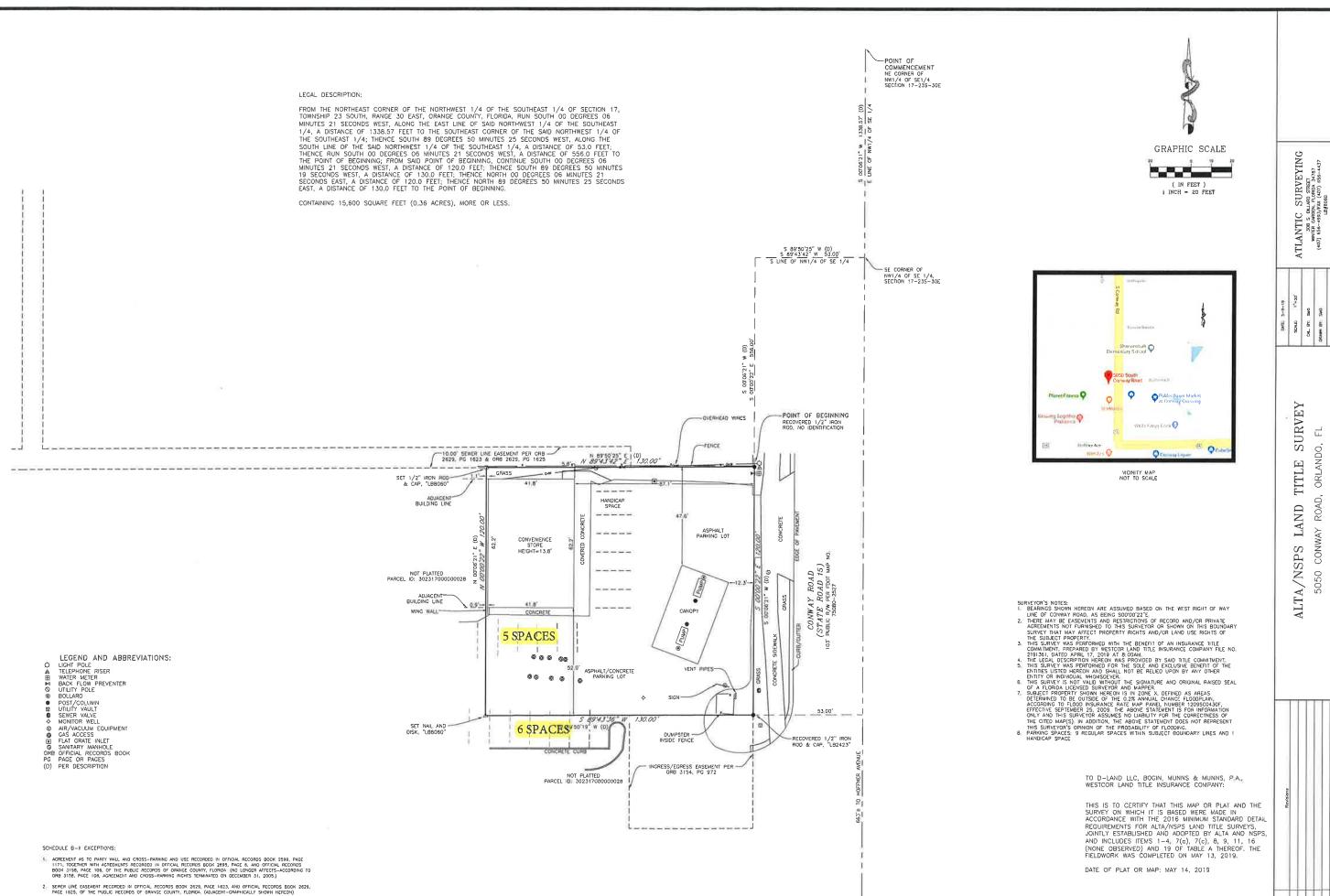
Follow up

Flagged

Brittany,

Per our conversation on the phone today. As I advised you to submit a new driveway permit via OSP since the business will be pharmacy. I attached the driveway permit check list.

Thank you,



EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3154, PAGE 971, OF THE PUBLIC RECORDS OF GRANGE COUNTY, FLORIDA. (ADJACENT-GRAPHICALLY SHOWN HEREON)

CTEVEN C DI ANIVENISSID D C 11 BERG!

CONWAY MEDICAL PLAZA

BUILDING CODE REFERENCE FLORIDA BUILDING CODE - 2017 6th Edition INFORMATION DRAWINGS SECTION 1606.1.7 FBC SECTION 1606 I. BASIC WIND SPEED FLORIDA 140 MPH - 3 SECOND GUST 2. WIND IMPORTANCE FACTOR FACTOR II BUSINESS OCCUPANCY 3. WIND EXPOSURE FLORIDA WIND EXPOSURE B 4. INTERNAL PRESSURE COEFFICIENT BUILDING SIMPLE DIAPHRAM MEETING INTERNAL PRESSURE COEFFICIENT O. 18 DESIGN WIND PRESSURE 32 PSF FOR COMPONENTS & CLADDING 5. COMPONENTS & CLADDING DESIGN WIND PRESSURE FOR OPENINGS + 29.4 PSF / -34.7 PSF FOR 36" WIDTH OPENING

STREET ADDRESS 5050 CONWAY ROAD, ORLANDO, FLORIDA 32812

PARCEL NUMBER 17-23-30-0000-00-008 DOR USE CODE I 100-RETAIL CONV STORE

JURISDICTION: ORANGE COUNTY

CONSTRUCTION TYPE: CMU BLOCK

EXISTING AREA: 2604sqtf ADDITION: 1240sqtf AREA TOTAL: 3844sqtf

DR. OFFICE AREA: 26669qtf PHARMACY AREA: 1 1789qtf

OCCUPANCY: MERCANTILE USE: CI

SCOPE OF WORK: SIDE ADDITION

SHEET LEGEND

	CV-01	CODES, SCOPE OF WORK, SHEET LEGEND, VICINITY MAP
	A-01	EXISTING SITE PLAN
	A-02	PROPOSED SITE PLAN
	A-03	PROPOSED FOUNDATION PLAN
	A-04	PROPOSED FLOOR PLAN
	A-05	LIFE SAFETY PLAN
	D-01	DETAILS
	E-01	ELECTRICAL PLAN
8	E-02	CEILING LIGHT PLAN
	M-01	MECHANICAL PLAN
- 1	P-01	PLUMBING PLAN

CODE INFORMATION

ADOPTED CODES FLORIDA BUILDING CODE- 2017 6th Edition

BUILDING: FLORIDA BUILDING CODE- 2017, EXISTING BUILDING

FIRE: FLORIDA PREVENTION CODE- 2017

PLUMBING: FLORIDA BUILDING CODE, PLUMBING- 2017

MECHANICAL: FLORIDA BUILDING CODE, MECHANICAL- 2017

ELECTRICAL: CHAPTER 27- NFPA 70, NATIONAL ELECTRIC CODE, 2017

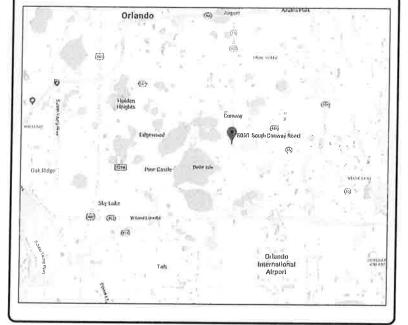
ACCESSIBILITY: 2017 FLORIDA ACCESSIBILITY CODE FOR BLDG CONSTRUCTION NERGY: FBC 2017 ENERCY EFFICIENCY FOR BLDG CONSTRUCTION





DN: c=US, o=Unaffillated, ou=A01410C000001723D0792B10

Accuracy Statement 1. This drawing has been electronically signed and



OCATION MAP



EXISTING SITE

ADDITION

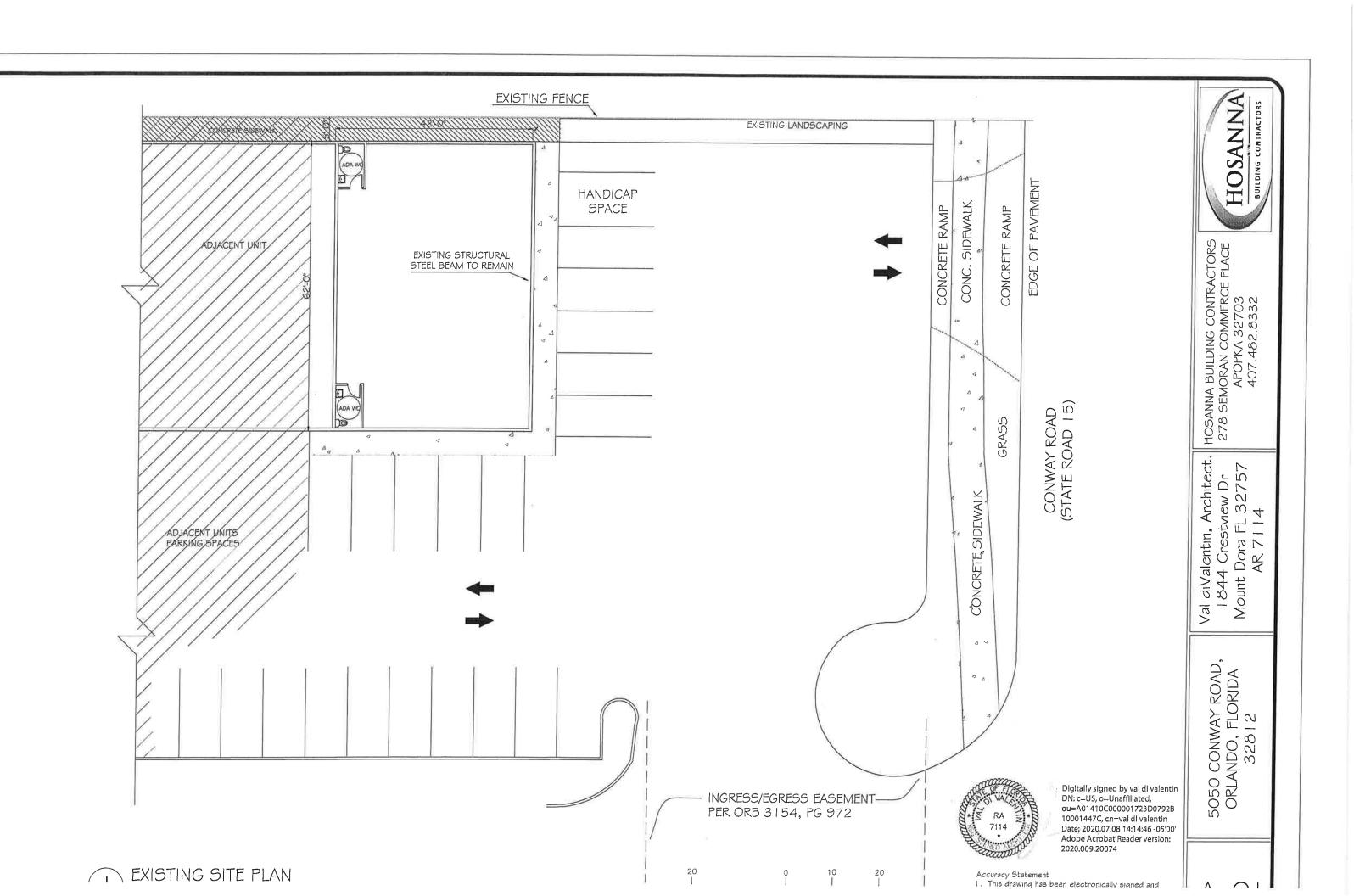
Architect. Triew Dr TL 32757

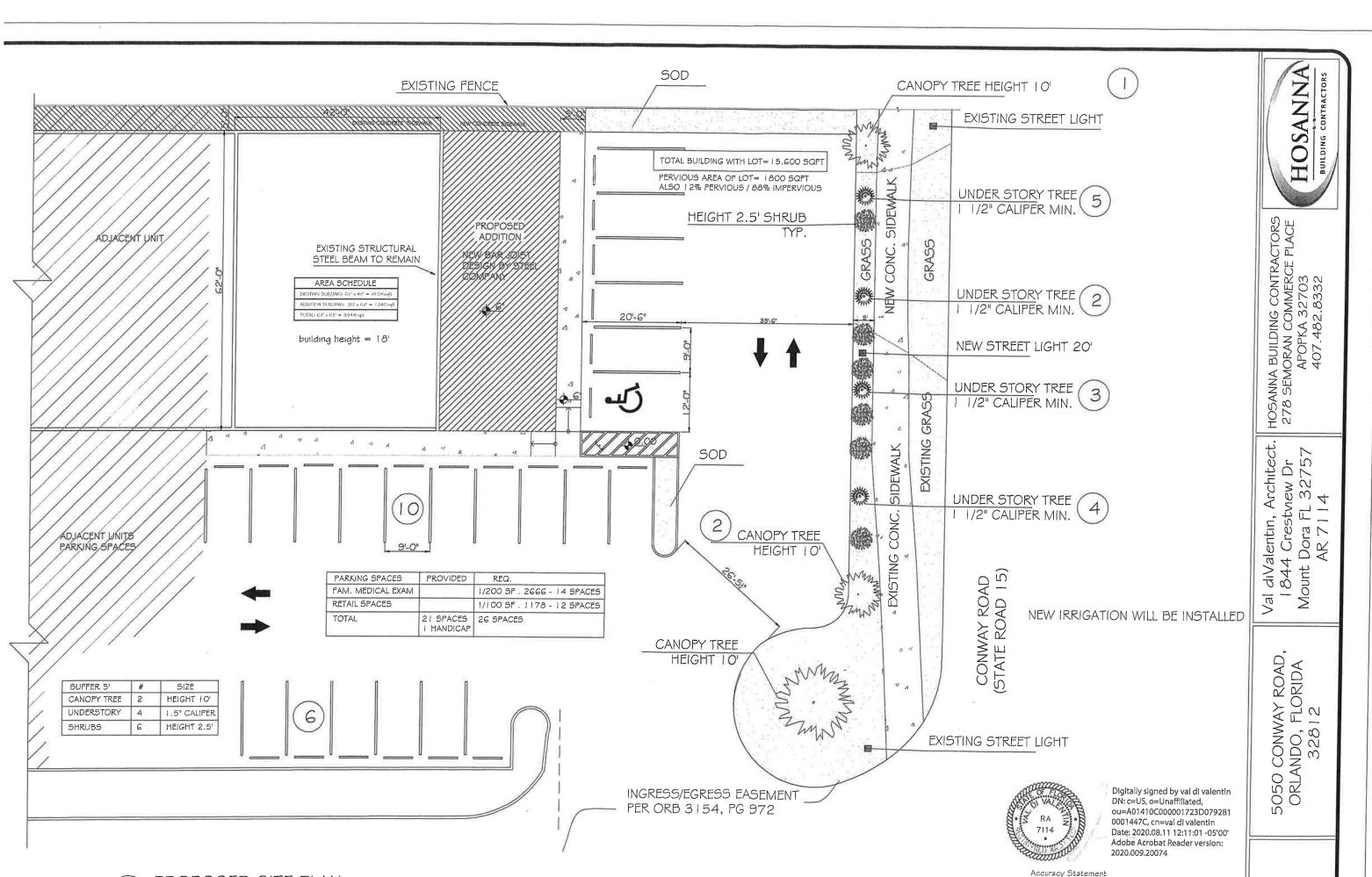
Crestview Dora FL 327 AR 7114 diValentin, 844 Crestv Mount Dora | AR 7 | Val

5050 CONWAY ROAD, ORLANDO, FLORIDA 32812









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1. This drawing has been electronically signed and