



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-056, **Version:** 1

Interoffice Memorandum

DATE: January 8, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

CONTACT: Nicolas Thalmueller, AICP, DRC Chairman

PHONE: 407-836-5523

DIVISION: Development Review Committee

ACTION REQUESTED:

Approval and execution of Developer's Agreement (Cross-Access Easement and Driveway Connections) by and between Orion Pro Friend SL LLC and Orange County. District 6. (Development Review Committee)

PROJECT: January 28, 2025 - Consent Item
Developer's Agreement
Case #DA-24-07-171 / District 6

PURPOSE: The Raising Cane's I-Drive District Overlay Development Plan (DP) is located at 8718 International Drive.

The Raising Cane's I-Drive District Overlay DP, comprised of 1.79 acres (IDD-22-10-329), was approved by staff on November 4, 2024, and is currently approved for a 3,619 square foot restaurant with a double drive-thru.

Through this request, the applicant is seeking approval of a Developer's Agreement requiring the subject property owner to perform multiple tasks to provide for future interconnectivity with the adjacent property to the south and west. Specifically, the subject property owner shall provide up to two future driveway connections and shall complete such connections pursuant to a cross-access agreement if and when the adjacent property redevelops. The subject property owner also agrees to replat the property and dedicate an access easement to the public over internal driveways and up to

the property lines. In consideration of the above requirements, the subject property will be permitted to obtain building permits for horizontal or vertical construction so long as the replat application has been submitted and a hold harmless agreement have been submitted pursuant to Section 30-83, Orange County Code, subject to approval by the Development Review Committee (DRC).

This proposed agreement received a recommendation of approval from the DRC on December 4, 2024.

BUDGET: N/A

BCC Mtg. Date: January 28, 2025

Prepared by and after recording return to:

Vivien J. Monaco
Watson Sloane PLLC
390 North Orange Ave., Suite 1800
Orlando, FL 32801

Parcel I.D. No.: 36-23-28-7164-02-007

NOTICE: THIS DOCUMENT WAS ACCEPTED AND APPROVED BY ORANGE COUNTY, FLORIDA, A GOVERNMENTAL ENTITY AS PART OF, OR A CONDITION OF, A COMPREHENSIVE PLAN OR PLAN AMENDMENT; ZONING ORDINANCE; LAND DEVELOPMENT REGULATION; BUILDING CODE, DEVELOPMENT PERMIT; DEVELOPMENT ORDER OR OTHER LAW, REGULATION, OR REGULATORY APPROVAL AND IS NOT SUBJECT TO ALTERATION OR INVALIDATION BY THE FLORIDA MARKETABLE RECORD TITLE ACT (see Section 712.04, Florida Statutes).

**DEVELOPER'S AGREEMENT
(CROSS-ACCESS EASEMENT AND DRIVEWAY CONNECTIONS)**

This Developer's Agreement (the "**Agreement**"), effective as of the latest date of execution (the "**Effective Date**"), is made and entered into by and between Orion Pro Friend SL LLC, a Delaware limited liability company, whose mailing address is 200 S. Biscayne Blvd., 7th Floor, Miami, Florida 33131 ("**Owner**"), and Orange County, a charter county and political subdivision of the State of Florida ("**County**"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393. (Owner and County are sometimes referred to hereinafter individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain real property, located at 8718 International Drive, Orlando, Florida 32819, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "**Property**"); and

30 **WHEREAS**, an IDD site application was submitted to County for development of the
31 Property as a Raising Canes Restaurant, (IDD-22-10-329, the latest version of which is stamped
32 “RECEIVED By DRC Oct 14, 2024”), Sheet 5.0 of which is the site plan, a copy of which is
33 attached hereto and incorporated herein as composite Exhibit “B” (the “**Site Plan**”); and

34 **WHEREAS**, the Site Plan with deviations was approved by the County on November 4,
35 2024; and

36 **WHEREAS**, the Property is located within the I-Drive District Overlay Zone (the “**I-**
37 **Drive District**”); and

38 **WHEREAS**, property located within the I-Drive District is subject to the I-Drive District
39 Code (the “**I-Drive Code**”); and

40 **WHEREAS**, the I-Drive Code requires interconnection through public and internal
41 driveways between properties, consistent with I-Drive Code Section 38-861 and the I-Drive 2040
42 Strategic Vision (the “**I-Drive Vision Plan**”); and

43 **WHEREAS**, the Property is adjacent to the Avanti Resort on the west and south property
44 lines, located at 8738 International Drive, Orlando, Florida 32819, Parcel ID # 36-23-28-7164-
45 02-002 (the “**Resort Property**”) (the Property and the Resort Property may be referred to
46 collectively herein as the “**Properties**”); and

47 **WHEREAS**, because the owner of the Resort Property (the “**Resort Property Owner**”)
48 is not currently required to and does not wish to connect to the Property it is not currently
49 feasible to include one or more connections between the Property and the Resort Property as part
50 of the Site Plan; and

51 **WHEREAS**, as a condition of approval of the Site Plan, the Owner has agreed to provide
52 up to two (2) future driveway connections including adjacent sidewalks between the Property
53 and the Resort Property at the locations shown on the Site Plan ("**Driveway Connections**") at
54 the time the Resort Property is redeveloped, if the County requires the Resort Property to connect
55 to the Property at one or both of the Driveway Connections shown on the Site Plan; and

56 **WHEREAS**, if and when the Resort Property Owner (including heirs, assigns, and
57 successors-in-interest) elects to redevelop the Resort Property and is required to provide
58 interconnectivity between the Resort Property and the Property at the Driveway Connections as
59 shown on the Site Plan, the Owner and the Resort Property Owner will need to enter into a cross-
60 access easement agreement ("**Cross Access Easement Agreement**") to achieve such
61 interconnectivity; and

62 **WHEREAS**, the County has agreed that Owner may redevelop the Property as shown on
63 the Site Plan without prior execution and recordation of the Cross Access Easement Agreement
64 and without requiring the Driveway Connections to be paved to the Property boundary, provided:
65 (i) that the Owner agrees to timely negotiate and enter into the Cross Access Easement
66 Agreement with the Resort Property Owner and (ii) that the Owner agrees to construct or cause
67 construction of the Driveway Connections to the property lines to provide for interconnectivity
68 between the Properties if and when (i) the Resort Property redevelops and (ii) the County
69 requires the Resort Property to connect with the Property at the Driveway Connections shown on
70 the Site Plan; and

71 **WHEREAS**, Owner has agreed to submit an application to replat the Property, which
72 replat (the "**Replat**") would dedicate an access easement to the public over the internal

driveways connecting to International Drive, Austrian Court, and over the area between the terminus of the paved internal driveways and the property lines to facilitate future interconnectivity between the Property and the adjacent Resort Property; and

WHEREAS, the County has agreed the Property may be redeveloped as shown on the Site Plan, contingent upon final approval of the Site Plan by the County, and that vertical permit issuance and construction may be permitted (provided all other requirements for building permit are met) in accordance with a final approved draft of the Site Plan prior to the approval and recording of the Replat ("**Replat Approval**") provided: (i) the Replat has been deemed sufficient by the County and has been routed for staff review (ii) a Hold Harmless Agreement pursuant to Section 30-83, Orange County Code, has been approved by DRC; however, Replat Approval is required prior to the issuance of a Certificate of Occupancy ("**CO**"); and

WHEREAS, the Property is located within and subject to the plat for Plaza International Unit Seven, recorded at Plat Book 12, Page 135, as partially vacated and annulled by that certain resolution recorded in Official Records Book 4676, Page 1524, all in the Official Records of Orange County, Florida; and

WHEREAS, the Property is subject to Special Covenants and Restrictions Applicable to Plaza International Unit Seven, recorded in Official Records Book 3435, Page 955, and the Notice of Covenants and Restrictions on Real Estate Restrictions on Real Estate Regarding Plaza International Unit Seven recorded in Official Records Book 3435, Page 960, all in the Official Records of Orange County, Florida (collectively, the "**Covenants and Restrictions**"); and

WHEREAS, pursuant to the Covenants and Restrictions, Orlando Plaza Partners, a Florida general partnership (as the assignee of Orlando Central Park, Inc. pursuant to that certain

Assignment of Warranties, Guaranties and Miscellaneous Rights recorded at Official Records Book 4225, Page 2549, Public Records of Orange County, Florida) ("**Declarant**") has agreed to join in and consent to this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

Section 2. Replat. In consideration of County's approval allowing the Owner to redevelop the Property without requiring the internal driveways be paved to the property lines between the Property and the Resort Property and without a recorded cross-access easement agreement with the Resort Property, Owner agrees to submit an application for the Replat, to include dedication of an access easement to the public over the internal driveways and over the unpaved portions of the property between the termini of the paved internal driveways and the property lines of the Property and the Resort Property.

Section 3. Building Permit and Certificate of Occupancy. County agrees that final approval of the Replat shall not be required prior to the issuance of a building permit for horizontal or vertical construction so long as the application for the Replat has been submitted and a Hold Harmless Agreement pursuant to Section 30-83, Orange County Code, has been approved by DRC; however, Owner acknowledges that final approval and recording of the Replat shall be required prior to the issuance of the initial Certificate of Occupancy, whether temporary or permanent.

Section 4. Compliance. Owner agrees that it will abide by this Agreement and the I-Drive Code, the Orange County Code, and the Replat and will construct or cause to be constructed at its sole cost and expense, the Driveway Connections to the Property lines in accordance with this Agreement, the Replat, the Covenants and Restrictions, (as enforced in accordance with the terms and conditions of those Covenants and Restrictions) and all applicable federal, state, and local laws, rules, ordinances, and regulations.

Section 5. Cross Access Easements. Owner agrees that Owner shall negotiate and enter into the Cross Access Easement Agreement with the Resort Property Owner upon County's approval of redevelopment of the Resort Property that includes a requirement for the Resort Property to provide interconnectivity with the Property.

Section 6. Driveway Connections. Owner further agrees that upon the redevelopment of the Resort Property and the County's requirement that the Resort Property interconnect with the Property, Owner will construct or cause to be constructed the Driveway Connections to connect the Property to the Resort Property. Owner shall design and construct (or cause to be designed and constructed) the Driveway Connections in accordance with the I-Drive Code, this Agreement, the Covenants and Restrictions (as enforced in accordance with the terms and conditions of those Covenants and Restrictions), and any applicable local, state, and federal laws.

Section 7. No Obstruction. Owner agrees it will not construct or cause to be constructed any obstructions within the platted access easements that would prevent future cross-access between the Property and the Resort Property.

Section 8. No County Obligation. The County has no obligation to design,

construct, maintain, or participate in any way in the construction or maintenance of the Property or the Driveway Connections.

Section 9. Indemnification. Owner and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to County), and hold County, its Board members, officers, employees, contractors, agents, and elected and appointed officials harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the approval of the Site Plan or this Agreement.

Section 10. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the successors and assigns of the Parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property.

Section 11. Recording. Owner, at Owner's expense, shall record this Agreement in the Public Records of Orange County, Florida, within fifteen (15) days after the Effective Date.

Section 12. Expiration. This Agreement shall commence on the Effective Date and expire when the Cross Access Easement Agreement between Owner and the Resort Property is recorded, and the County issues the certificate(s) of completion for construction of the portions of the Driveway Connections connecting with the Resort Property.

Section 13. Applicable Law. This Agreement and the provisions contained herein

shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 14. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 15. Counterparts. This Agreement and any amendment(s) may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

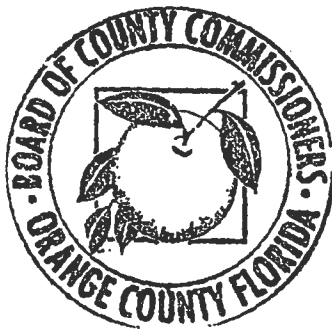
[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
by their respective duly authorized representatives on the dates set forth below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Orange County Board of County
Commissioners



By: *Jerry L. Demings*
for Jerry L. Demings, Orange County Mayor

Date: January 28, 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Ann Kinney*
Deputy Clerk

[Additional signature pages follow]

Developer's Agreement
(Cross-Access Easement and Driveway Connections)
Orion Pro Friend SL, LLC
Raising Cane's, 2024
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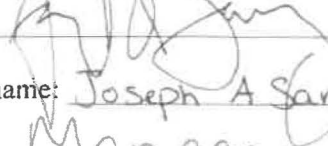
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

OWNER:

Signed, sealed and delivered in
the presence of:


ORION PRO FRIEND SL LLC, a Delaware
limited liability company


Print Name: Joseph A. Sanz

By: 
Print name: Joseph A. Sanz
Title: Manager

Address: 200 S Biscayne Blvd
Miami, FL 33131

Date: 12/6/2024

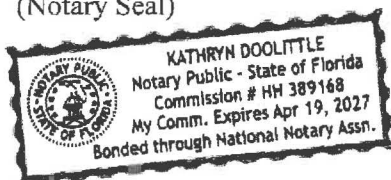

Print name: Kathryn Doolittle

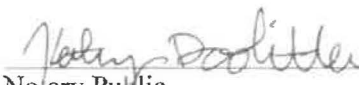
Address: 200 S Biscayne Blvd
Miami, FL 33131

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me ☐ by online notarization or ☒ in person by Joseph A. Sanz, Manager of Orion Pro Friend SL LLC, a Delaware limited liability company, who is ☐ known by me to be the person described herein or ☐ produced _____ as identification.

(Notary Seal)



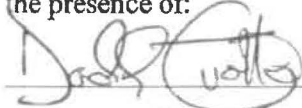

Notary Public
Print Name: Kathryn Doolittle
My Commission Expires: _____

[Additional signature page follows]

JOINDER AND CONSENT OF DECLARANT

IN WITNESS WHEREOF, Orlando Plaza Partners, the Declarant (as defined in the Agreement), hereby joins and consents to the terms of the Agreement for the purpose of satisfying the prior approval requirements in the Covenants and Restrictions.

Signed, sealed and delivered in
the presence of:



Print Name: Donald Corotto


Address: 300 S. Orange Ave.,
Suite 1600, Orlando FL 32801



Print name: Kathy Moorehead
Address: 300 S Orange Ave.
#1600, Orlando FL 32801

Orlando Plaza Partners

By: DBC-PI Development, LLC, its General
Partner

By: 
Herbert Von Kluge
Senior Vice President

Date: 12/13/24

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me ☐ by online notarization or ☒ in person by Herbert Von Kluge, Senior Vice President of DBC-PI Development, LLC, General Partner of Orlando Plaza Partners on behalf of the company, who is ☒ known by me to be the person described herein or ☐ produced _____ as identification.

(Notary Seal)



KATHY O. MOOREHEAD
Commission # HH 378804
Expires April 22, 2027



Notary Public

Print Name: Kathy O Moorehead

My Commission Expires: 4-22-27

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

FROM THE NORTHWEST CORNER OF BLOCK "B", PLAZA INTERNATIONAL UNIT SEVEN AS RECORDED IN PLAT BOOK 12, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN SOUTH 00 DEGREES 04 MINUTES 33 SECONDS EAST 600.00 FEET ALONG THE WEST BOUNDARY OF SAID BLOCK "B" TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 28 EAST AS SHOWN ON SAID PLAZA INTERNATIONAL UNIT SEVEN; THENCE RUN SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST 666.57 FEET ALONG SAID WEST BOUNDARY; THENCE RUN NORTH 89 DEGREES 51 MINUTES 22 SECONDS EAST 463.73 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID BLOCK "B", SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 10 DEGREES 27 MINUTES 10 SECONDS WEST, RUN SOUTHERLY 291.03 FEET ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 74 DEGREES 06 MINUTES 38 SECONDS FOR THE POINT OF BEGINNING. THENCE RUN SOUTH 26 DEGREES 20 MINUTES 32 SECONDS WEST 260.00 FEET; THENCE RUN SOUTH 61 DEGREES 19 MINUTES 10 SECONDS EAST 280.56 FEET TO A POINT ON THE AFORESAID EASTERLY BOUNDARY OF BLOCK "B", SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2517.50 FEET; THENCE FROM A TANGENT BEARING OF NORTH 28 DEGREES 40 MINUTES 50 SECONDS EAST, RUN NORTHEASTERLY 33.22 FEET ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2427.50 FEET; THENCE RUN NORTHEASTERLY 256.89 FEET ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 06 DEGREES 03 MINUTES 48 SECONDS; THENCE RUN NORTH 67 DEGREES 30 MINUTES 42 SECONDS WEST 267.66 FEET ALONG SAID EASTERLY BOUNDARY TO THE BEGINNING OF AN TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE RUN NORTHWESTERLY 15.13 FEET ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 03 DEGREES 51 MINUTES 14 SECONDS TO THE POINT OF BEGINNING.

TOGETHER WITH RIGHTS AS SET FORTH IN THAT CERTAIN NOTICE OF COVENANTS AND RESTRICTIONS ON REAL ESTATE, BY ORLANDO CENTRAL PARK, INC., FILED OCTOBER 28, 1983, RECORDED IN OFFICIAL RECORDS BOOK 3435, PAGE 960.

SUBJECT TO: A UTILITIES EASEMENT RESERVATION OVER AND ACROSS THE WESTERLY AND SOUTHERLY-FIVE (5) FEET OF THE ABOVE DESCRIBED PARCEL OF PROPERTY.

ALSO SUBJECT TO: AN EXISTING FIFTEEN (15) FOOT PEDESTRIAN, UTILITIES AND UNDERGROUND DRAINAGE EASEMENT AS SHOWN ON THE PLAT OF PLAZA INTERNATIONAL UNIT SEVEN AS RECORDED IN PLAT BOOK 12, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO SUBJECT TO: AN EXISTING TWENTY (20) FOOT PEDESTRIAN, UTILITIES AND UNDERGROUND DRAINAGE EASEMENT, BY AND BETWEEN ORLANDO CENTRAL PARK, INC., A DELAWARE CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA AND ORANGE COUNTY, FLORIDA, A COUNTY IN THE STATE OF FLORIDA, FILED DECEMBER 28, 1979, RECORDED IN OFFICIAL RECORDS BOOK 3081, PAGES 191-199, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND ALSO SUBJECT TO: AN EXISTING FIFTEEN (15) FOOT UNDERGROUND DRAINAGE EASEMENT, BY AND BETWEEN ORLANDO CENTRAL PARK, INC., A DELAWARE CORPORATION AUTHORIZED TO DO

BUSINESS IN THE STATE OF FLORIDA AND ORANGE COUNTY, IN THE STATE OF FLORIDA, FILED MAY 23, 1984, RECORDED IN OFFICIAL RECORDS BOOK 3509, PAGES 1482-1486, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PRIOR TO CONSTRUCTION OF ANY FUTURE CROSS-ACCESS DRIVE BETWEEN THE PROPERTY AND AN ADJACENT PROPERTY A CROSS-ACCESS AGREEMENT BETWEEN THE OWNER OF THE PROPERTY AND THE OWNER OF SUCH ADJACENT PROPERTY SHALL BE EXECUTED AND RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY

24' PUBLIC ACCESS EASEMENT FOR POTENTIAL FUTURE CROSS ACCESS (SEE RELATED PLAT & DEVELOPERS AGREEMENT)



| KEYNOTE LEGEND | |
|----------------|------------------------------------------------------------------------------------------------------------------------|
| (A) | TYPE 'D' CURB. SEE DETAIL SHEET C8.0. |
| (B) | CONCRETE SIDEWALK. SEE DETAIL SHEET C8.0. |
| (C) | RECYCLING/TRASH DUMPSTER LOCATION. REFER TO ARCHITECTURAL PLANS FOR DETAILS OF SCREENING, GATES, BOLLARDS AND MASONRY. |
| (D) | SITE DIRECTIONAL SIGN. REFERENCE SHEET C5.3 - STRIPING AND SIGNAGE PLAN FOR TYPE. |
| (E) | DIRECTIONAL PAVEMENT MARKING. REFERENCE SHEET C5.3 - STRIPING AND SIGNAGE PLAN. |
| (F) | WHEEL STOPS. SEE DETAIL SHEET C8.0. |
| (G) | FDOT TYPE 'CR-E' CURB RAMP. PER STD. INDEX 522-002. REFER TO SHEET C8.1 FOR DETAIL. |
| (G2) | FDOT TYPE CR-F CURB RAMP PER STD INDEX 522-002. REFER TO SHEET C8.1 FOR DETAIL. |
| (G3) | FDOT TYPE CR-D CURB RAMP PER STD INDEX 522-002. REFER TO SHEET C8.1 FOR DETAIL. |
| (H) | PROPOSED MULTIMODAL EASEMENT |
| (I) | BICYCLE RACK. SEE ARCHITECTURAL PLANS FOR DETAILS. |
| (J) | LANDSCAPE AREA. REFERENCE LANDSCAPE PLANS. |
| (K) | SITE LIGHTING. REFER TO LIGHTING PLANS FOR DETAILS. |
| (K1) | EXISTING SITE LIGHTING. |
| (L) | ACCESSIBLE PARKING SIGN REFERENCE SHEET C5.2 - STRIPING AND SIGNAGE PLAN. |
| (M) | VAN ACCESSIBLE PARKING SIGN REFERENCE SHEET C5.2 - STRIPING AND SIGNAGE PLAN. |
| (N) | EXISTING TRANSFORMER AND PULLBOX. REFER TO E4 DRY UTILITY COMPOSITE PLAN FOR DETAILS. |
| (O) | DRIVE THRU ORDER BOARD, PRE-ORDER BOARD OR HEIGHT DETECTOR. REFER TO ARCHITECTURAL PLANS FOR DETAILS. |
| (P) | EXISTING SANITARY SEWER MANHOLE. |
| (P1) | PROPOSED STORM INLET |
| (P2) | PROPOSED SANITARY MANHOLES |
| (P3) | EXISTING STORM INLET |
| (Q) | TYPE 'F' CURB AND GUTTER. SEE DETAIL SHEET C8.0. |
| (R) | PAVEMENT STRIPING. REFERENCE SHEET C5.3 - STRIPING AND SIGNAGE PLAN. |
| (S) | BOLLARD. REFER TO ARCHITECTURE PLANS FOR DETAILS. |
| (T) | EXISTING FIRE HYDRANT |
| (U) | EXISTING WATER METER. REFER TO SHEET C7.0 - UTILITY PLAN. |
| (U1) | EXISTING IRRIGATION METER TO REMAIN |
| (W) | TIE PROPOSED CURB TO EXISTING CURB WITH SMOOTH, CONTINUOUS TRANSITION. |
| (X) | GREASE TRAP. SEE DETAIL ON SHEET C7.0 |
| (Y) | PROPOSED FIRE HYDRANT |
| (Z) | PROPOSED PATIO. REFER TO ARCHITECTURAL PLANS FOR SEATING AND SPACING LAYOUT. |
| (AA) | DRIVE-THRU CANOPY. REFER TO ARCHITECTURAL PLANS FOR DETAILS. |
| (BB) | BUILDING AWNING. REFER TO ARCHITECTURAL PLANS FOR DETAILS. |
| (CC) | PORTE-COCHERE. REFER TO ARCHITECTURAL PLANS FOR DETAILS. |
| (DD) | PROPOSED FDC |
| (EE) | PROPOSED MONUMENT SIGN. SEE AGI PLANS FOR SIGNAGE AND DETAILS |
| (FF) | PROPOSED 8" SIDEWALK PAVEMENT |
| (GG) | CANES STATUE |

| PARKING / SITE DATA | |
|------------------------------------------------------------------------------|------------------------------------------------------|
| EXISTING ZONING | C-2 GENERAL COMMERCIAL |
| EXISTING ZONING OVERLAY | I-DRIVE DISTRICT OVERLAY T6 |
| FUTURE LAND MAP USE (FLUM) | COMMERCIAL (C) |
| PROPOSED USE | RESTAURANT W/ DRIVE-THRU |
| LOT AREA | 78,049 SF / 1.792 AC |
| LOCAL STREET AREA | 33,453 SF |
| BUILDING AREA | 3,619 SF (4.6%) |
| FINISHED FLOOR ELEVATION | 126.0 FT |
| IMPERVIOUS AREA | 50,139 SF (64.2%) (MAX ALLOWABLE 80%) |
| PERVIOUS AREA (ONSITE) | 24,291 SF (31.2%) |
| PERVIOUS AREA (OFFSITE IN R/W) | 2,245 SF |
| LOT COVERAGE | 73% |
| TOTAL PARKING ACCESSIBLE | REQUIRED 45 SPACES PROVIDED 38 SPACES 2 SPACES |
| PARKING CALCULATION | |
| RESTAURANT: 1 SPACE PER 4 SEATS | |
| INDOOR SEATING: 1 PER 4 SEATS (57 INDOOR SEATS) = 15 SPACES | |
| OUTDOOR SEATING: 1 PER 4 SEATS (152 OUTDOOR SEATS) = 38 SPACES | |
| TOTAL REQUIRED PARKING = 53 SPACES | |
| 15% REDUCTION ALLOWED IF WITHIN 660' OF BUS STOP. SITE IS 60' FROM BUS STOP* | |
| 53 X 15% = 8 SPACES | |
| 53 SPACES - 8 SPACES = 45 SPACES REQUIRED | |
| BICYCLE PARKING: MINIMUM 2 SPACES, 1 / ADDITIONAL 5,000 SF | |
| TOTAL BICYCLE PARKING = 2 SPACES | |

| FIRE FLOW DATA | |
|--------------------------------|---------------------------|
| CONSTRUCTION TYPE | C-2 GENERAL COMMERCIAL |
| FIRE FLOW | 1067 GPM |
| FULLY SPRINKLERED? | YES |
| ALLOWS FOR 75% FLOW REDUCTION | NFPA 1 (FFPC 7TH EDITION) |
| NO LESS THAN 1,000 GPM | CH 18.4.5.2.1 |
| NFPA 1 (FFPC 7th EDITION 2018) | |



| LEGEND | |
|--------|---------------------------------------|
| --- | PROPERTY LINE |
| --- | ADJACENT PROPERTY LINE |
| --- | EASEMENT |
| --- | BUILD-TO-LINE |
| (O) | PROPOSED CONCRETE 'D' CURB |
| (O) | PROPOSED CONCRETE 'F' CURB AND GUTTER |
| (O) | EXISTING CURB |
| (3) | PROPOSED PARKING COUNT |
| (3) | PROPOSED MULTI-MODAL EASEMENT |

- SITE NOTES**
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL LOCAL JURISDICTION REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
 - CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/MEP PLANS FOR SITE LIGHTING & ELECTRICAL PLAN.
 - REFERENCE ARCHITECTURAL PLANS FOR DUMPSTER ENCLOSURE DETAILS.
 - EXISTING STRUCTURES AND OR UTILITIES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY.
 - SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY CLYMER FARNER BARLEY, INC. DATED APRIL 04, 2022.
 - PER FEMA PANEL NUMBER 12095C0405F, COMMUNITY NUMBER 1201790405F DATED SEPTEMBER 25, 2009, THE SITE IS WITHIN FLOOD ZONE X.
 - BUILDING IS FIRE SPRINKLED.
 - TREE LOCATIONS ARE SHOWN FOR REFERENCE ONLY, REFER TO LANDSCAPE PLANS BY OTHERS.
 - ALL EASEMENTS WILL BE CONVEYED TO THE COUNTY PRIOR TO CONSTRUCTION PLAN APPROVAL.
 - HANDICAP (HC) RAMPS MUST BE CONSTRUCTED AT THE STREET INTERSECTION(S) AND DRIVEWAY CONNECTION(S) TO COMPLY WITH THE AMERICAN DISABILITY ACTS (ADA) AND WILL MEET FDOT DESIGN STANDARDS.
 - DETECTABLE WARNING SURFACE WILL BE REQUIRED AT ALL PLACES WHERE PEDESTRIANS PATH MEETS VEHICULAR PATH.
 - ALL PAVEMENT MARKINGS WILL BE THERMOPLASTIC..
 - NO OBSTRUCTIONS WILL BE INSTALLED WITHIN THE FUTURE CROSS-ACCESS EASEMENT AREAS THAT WOULD PROHIBIT THE FUTURE CONNECTION

- SITE LIGHTING:**
- ALL EXTERIOR SITE LIGHTING SHALL COMPLY WITH LIGHTING ORDINANCE 2003-08 AND ALL CURRENT APPLICABLE ORANGE COUNTY STANDARDS.
- FIRE PROTECTION:**
- THE REQUIRED FIRE FLOW IS 1,000 GPM BASED ON NFPA1 FOR TYPE V BUILDINGS CONSTRUCTION TYPE WITH LESS THEN 3,600 SF WHICH REQUIRES 1,500 GPM. FOR FIRE FLOW, BUT WHERE A SPRINKLER SYSTEM IS PRESENT 1,500 GPM CAN BE REDUCED BY 75% BUT NOT LESS THAN 1,000 GPM PER CODE
- WILDLIFE:**
- DEVELOPMENT OF THE SUBJECT PROPERTY SHALL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED, OR SPECIES OF SPECIAL CONCERN.
- SIGNAGE:**
- SIGNAGE SHALL BE SUBJECT TO THE ORANGE COUNTY STANDARDS



Store:
Raising Cane's
Restaurant #0950
8718 INTERNATIONAL DR
ORLANDO, FL 32819
NTV - SCHEME A

Designer's Information:
CSRS
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Prototype Phase: KITCHEN EVOLUTION
Project Issue Date: 00-00-0000
CSRS Project Manager: JH

SET VERSION
00-00-0000



Kimley»Horn
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| Sheet Revisions: (sheet specific per Designer) | | |
|------------------------------------------------|------------|-----------------------|
| # | Date | Description |
| 1 | 06-02-2023 | PER IDD COMMENTS |
| 3 | 11-01-2023 | PER IDD CITY COMMENTS |
| 4 | 12-30-2023 | PER IDD CITY COMMENTS |
| 5 | 07-09-2024 | SITE PLAN REVISIONS |
| 6 | 08-30-2024 | PER IDD COMMENTS |

Sheet Title:
SITE KEYNOTE PLAN

Sheet Number:
C5.0

EXHIBIT B-2

