

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: NW OREGON PUD MAJOR AMENDMENT

DEPARTMENT: Planning & Development DIVISION: Planning

AUTHORIZED BY: Donald S. Fisher CONTACT: Tina Deater EXT. 7440

Agenda Date 3/23/04 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

1. APPROVE the attached ordinance, Revised and Restated Developer's Commitment Agreement and Revised Final Master Plan for property located on the northwest corner of the intersection of SR 46, and N. Oregon Street, known as the NW Oregon PUD, subject to the amended and restated Developer's Commitment Agreement (Kenneth Wright, applicant); or
2. DENY the attached ordinance, Revised and Restated Developer's Commitment Agreement and Revised Final Master Plan for property located on the northwest corner of the intersection of SR 46, and N. Oregon Street, known as the NW Oregon PUD, subject to the amended and restated Developer's Commitment Agreement (Kenneth Wright, applicant); or
3. CONTINUE the public hearing until a time and date certain.

District 5 – Commissioner McLain

Tina Deater, Senior Planner

**BACKGROUND:**

The applicant, Kenneth Wright of Shutts & Bowen LLP, requests a major amendment to an existing PUD agreement, to add paint and body shops to the list of permitted uses within the PUD. Automobile dealerships are already a permitted use within the approved PUD, but the dealership is requesting a collision center (paint and body shop) as an accessory use, which is not allowed under the current Developer's Commitment Agreement. The proposed amendment would also reduce the size of the approved commercial/retail tract and transition the remaining acreage to multi-family use for 154 townhouses. The subject property has a PUD (Planned Unit Development) zoning classification and a PD (Planned Development) future land use designation.

Reviewed by:  
Co Atty: KZC  
DFS: \_\_\_\_\_  
Other: AW  
DCM: SW  
CM: KB

File No. ph130pdp05

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the requested major PUD amendment, subject to the attached Revised Master Plan and Revised and Restated Developer's Commitment Agreement with the condition that a 50' minimum building setback shall apply along the boundaries of Lot 1B and Lot 6 where they abut Lot 1A, except that a 40' minimum setback shall apply to the pool and poolhouse on Lot 6 where it abuts Lot 1A.

**PLANNING AND ZONING BOARD/LPA RECOMMENDATION:**

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On March 3, 2004, the Planning and Zoning Board recommended APPROVAL of the major PUD amendment with the following conditions:

1. The hours of operation of the collision center shall be limited to 9:00 AM to 5:00 PM; and
2. The minimum building setback on Lot 1B adjacent to the Lot 1A boundary line shall be 15'.

## NW OREGON PUD MAJOR AMENDMENT

<b>APPLICANT:</b>	Kenneth Wright			
<b>PROPERTY OWNER:</b>	NW Oregon, Ltd. And Pulte Home Corporation			
<b>REQUEST:</b>	Major PUD Amendment			
<b>HEARING DATES(S):</b>	P&Z:	3/3/2003	BCC:	4/13/2004
<b>PARCEL ID NO.:</b>	29-19-30-300-0150-0000 and 29-19-30-300-015H-0000			
<b>PROJECT LOCATION:</b>	Located on the northwest corner of the intersection of SR 46, and N. Oregon Street			
<b>APPROXIMATE SIZE:</b>	72.90 Acres			
<b>FUTURE LAND USE:</b>	PD (Planned Development)			
<b>ZONING:</b>	PUD (Planned Unit Development)			
<b>FILE NUMBER:</b>	Z2004-001			
<b>COMMISSION DISTRICT:</b>	District 5-Mclain			

### OVERVIEW

**Zoning Request:** The applicant, Kenneth Wright of Shutts & Bowen LLP, requests a major amendment to an existing PUD agreement, to add paint and body shops to the list of permitted uses within the PUD. Automobile dealerships are already a permitted use within the approved PUD, but the dealership is requesting a collision center (paint and body shop) as an accessory use, which is not allowed under the current Developer's Commitment Agreement. The proposed amendment would also reduce the size of the approved commercial/retail tract and transition the remaining acreage to multi-family use for 154 townhouses. The subject property has a PUD (Planned Unit Development) zoning classification and a PD (Planned Development) future land use designation.

The following table summarizes the existing surrounding zoning and Future Land Uses:

<i><b>Direction</b></i>	<i><b>Zoning</b></i>	<i><b>FLU</b></i>
North	PUD (Lake Forest)	PD
East	PCD	Commercial, HIPTI
South	A-1	Office, Commercial, HIPTI, PUBC
West	PUD (Lake Forest)	PD

For more detailed information regarding zoning and land use, please refer to the attached map.

The current PUD has a gross area of approximately 72.90 acres and was approved on August 28, 2001. The applicant is proposing that Lot 1, which was originally approved for a retail center, be split into Lot 1A for automobile sales and collision repair and Lot 1B for 154 townhouses. Please see Attachment A for a detailed summary of the proposed amendments.

Under the original Developer's Commitment Agreement, there was a minimum 50' building setback on Lot 6 separating the multi-family development on Lot 6 from the commercial development on Lot 1. With this revision, the applicant proposes to reduce the minimum building setback on Lot 1B (multi-family) from 50' to 15' from the Lot 1A (car dealership/collision center) boundary line. Staff believes that auto sales and a collision center equal the intensity of the originally proposed retail center; therefore the minimum 50' building setback should apply to the multi-family development on Lot 1B. Please see Attachment B (Current PUD Agreement) for comparison to the Revised and Restated Agreement.

## **SITE ANALYSIS**

### **Facilities and Services:**

Adequate facilities and services must be available concurrent with the impacts of development. If required by the concurrency review, additional facilities and services will be identified.

### **Water and Sewer:**

Water and sewer services are provided by Seminole County.

### **Compliance with Environmental Regulations:**

Prior to approval of final engineering plans, the developer will be required to comply with the environmental regulations contained within the Seminole County Land Development Code.

### **Compatibility with Surrounding Development:**

The existing PUD zoning classification and the PD future land use designation are compatible with the surrounding land use designations.

## **STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the requested major PUD amendment, subject to the attached Revised Master Plan and Revised and Restated Developer's Commitment Agreement with the condition that a 50' minimum building setback shall apply along the boundaries of Lot 1B and Lot 6 where they abut Lot 1A, except that a 40' minimum setback shall apply to the pool and poolhouse on Lot 6 where it abuts Lot 1A.

**PLANNING AND ZONING BOARD/LPA RECOMMENDATION:**

On March 3, 2004, the Planning and Zoning Board recommended APPROVAL of the major PUD amendment with the following conditions:

1. The hours of operation of the collision center shall be limited to 9:00 AM to 5:00 PM; and
  2. The minimum building setback on Lot 1B adjacent to the Lot 1A boundary line shall be 15'.
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**Attachment "A"**

<b>Use</b>	<b>Existing Master Plan</b>	<b>Proposed Amendment</b>
<b>Commercial</b>	226,000 Square Feet	106,000 Square Feet
<b>Multi-family</b>	300 Units  Lot 6 Density: 15.75 DU per net buildable acre or 300 units max	454 Units  Lot 6 Density: 15.75 DU per net buildable acre or 300 units max Lot 1B Density: 11.46 DU per net buildable acre, or 154 units max
<b>Open Space/ Conservation</b>	25.42 Acres	25.42 Acres
<b>Allowed Uses</b>	<p><b>Commercial:</b> All permitted and conditional uses described in the C-2 Retail Commercial District, except laundromats, video and pinball machine arcades, clinics, stand-alone bars and lounges, drive-in theaters, flea markets (open air), paint and body shops hospitals and nursing homes, personal and mini storage facilities and billboards.</p> <p><b>Multi-family:</b> Multifamily housing and those ancillary uses associated with R-4 zoning.</p>	<p><b>Commercial:</b> All permitted and conditional uses described in the C-2 Retail Commercial District, except laundromats, video and pinball machine arcades, clinics, stand-alone bars and lounges, drive-in theaters, flea markets (open air), hospitals and nursing homes, personal and mini storage facilities and billboards. <b>*Auto repair and paint and body shops associated with a car dealership are now allowed on Lot 1A</b></p> <p><b>Multi-family:</b> Multifamily housing and those ancillary uses associated with R-4 and R-3 zoning. <b>*R-3 uses are now allowed so townhouses and condos can be developed on Lot 1B.</b></p>
<b>Multi-family Setbacks</b>	<p>Minimum 5' Building Setback between apartment buildings</p> <p>Minimum 35' Building setback from Oregon Street right-of-way</p> <p>Minimum 50' Building Setback from Lot 1 Boundary Line</p>	<p>Minimum 5' building setback between buildings</p> <p>Minimum 35' Building setback from Oregon Street right-of-way</p> <p>Minimum 50' Building setback on Lot 6 from Lot 1A Boundary Line (setback is reduced to 40' from proposed pool area to Lot 1A boundary line)</p> <p>Minimum 15' Building setback on Lot 1B from the Lot 1A Boundary Line <b>(Staff recommends retaining the minimum 50' residential building setback on Lot 1B and Lot 6 from Lot 1A boundary line)</b></p>

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2001780784 BK 04191 PG 0183 RECD 10/10/2001 04:20:58 PM RECD BY G HAYDON

NW OREGON P.U.D.  
FINAL MASTER PLAN  
DEVELOPER'S COMMITMENT AGREEMENT  
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On August 28, 2001, the Board of County Commissioners of Seminole County, Florida issued this Development Order relating to and touching and concerning the following described property:

I. LEGAL DESCRIPTION

See attached Exhibit "A" (the "Property").

The Final PUD Master Plan, a reduced copy of which is attached hereto as Exhibit "B" (the "Final Master Plan") has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement. References to Lots or other parcels in this Development Order shall refer to the Lot or parcel designation in the Final Master Plan.

II. PROPERTY OWNER

The current Property owner is NW Oregon, Ltd., a Florida limited partnership ("Owner").

III. STATEMENT OF BASIC FACTS

- A. Total Acreage: 72.902 acres
- B. Zoning: Planned Unit Development
- C. Density of Lot 6 15.75 dwelling units per net buildable acre, or 300 dwelling units maximum
- D. Density of Lots 1 - 5 226,000 square feet of building area
- E. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable land development regulations and all other applicable regulations and ordinances.
- F. The Owner of the Property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the Property.

RETURN TO SANDY MCCANN

IV. LOT PLAN - LAND USE BREAKDOWN

<u>Lot</u>	<u>Use</u>	<u>Max. No. of Dwelling Units or Square Footage of Building Area</u>	<u>Gross Area</u>	<u>% of Site</u>
1	Commercial/Retail	200,000 square feet	25.30 acres	34.7%
2	Commercial/Retail	5,000 square feet	1.20 acres	1.65%
3	Commercial/Retail	5,000 square feet	1.20 acres	1.65%
4	Commercial/Retail	8,000 square feet	1.60 acres	2.19%
5	Commercial/Retail	8,000 square feet	1.60 acres	2.19%
6	Multi-Family	300 units	19.05 acres	26.13%
N/A	Conservation Area	N/A	22.954 acres	31.49%
Total		226,000 square feet/ 300 units	72.90 acres	100%

V. OPEN SPACE CALCULATIONS

Open Space shall be provided at an overall rate of 34.86%, or a minimum of 25.42 acres throughout the entire PUD. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space in the PUD.

Maintenance of the Open Space shall be funded by the Owner.

Total Land Area: 72.90 acres  
 Open Space Required: 25% = 72.90 x 0.25 = 18.225 acres  
 Open Space Provided: 25.42 acres ÷ 72.902 acres = 34.86%

**Commercial:** Minimum 15' landscape buffers along State Road 46 and Oregon Avenue  
 10' landscape buffer along west side of Lot 2  
 5' landscape buffers between Lots 2, 3, 4, and 5  
 15' landscape buffer on rear of Lots 2, 3, 4, and 5  
 15' landscape buffer between Lots 5 and 6  
 35' minimum landscape buffer on Lot 1 adjacent to Lot 6

**Multi-Family:** 15' minimum, 35' average landscape buffer on Lot 6 adjacent to Lot 1

**Conservation Area:** Contains 22.954 acres

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Total Open Space	25.42 acres (34.86% of 72.902 acres)
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**VI. BUILDING SETBACKS**

**A. Commercial: Minimum Building Setbacks: (C-2)**

Minimum 5' Building Setback to Side Lot Lines (between Lots 2, 3, 4, and 5)  
Minimum 10' Building Setback to Rear Lot Lines of all Commercial Lots  
Minimum 25' Building Setback from Front Lot Line of all Commercial Lots and all Street Rights of Way

**B. Multi-Family: Minimum Building Setbacks: (R-4)**

Minimum 5' Building Setback between apartment buildings  
Minimum 35' Building Setback from Oregon Avenue Right of Way  
Minimum 50' Building Setback from Lot 1 Boundary Line

**C. Maximum Building Height**

35' plus 10% for architectural treatment for Commercial and Multi-Family Buildings

**VII. PERMITTED USES**

**Commercial Lots 1, 2, 3, 4, and 5:** All permitted and conditional uses described in the C-2 Retail Commercial District, except laundromats, video and pinball machine arcades, clinics, stand-alone bars and lounges, drive-in theatres, flea markets (open air), paint and body shops, hospitals and nursing homes, personal mini-storage facilities and billboards.

**Multi-Family Lot 6:** Multifamily housing and those ancillary uses associated with R-4 Zoning under the HIP-TI land use.

**VIII. LANDSCAPE & BUFFER CRITERIA**

A. A buffer consisting of two (2) rows of live oak trees spaced 25' on center with a 4" caliper tree shall be placed within the landscape buffer lying between Lot 1 and Lot 6.

B. The Owner shall preserve approximately 41.4%, or approximately 2,243 out of approximately 5,420 existing trees, which are 6" or larger, over the entire Property, pursuant to the following table:

Lot Number	Estimated Number Of Existing Trees	Estimated Number of Trees to Be Preserved	Percentage
Lot 1	1,620	182	11.2%
Lots 2-5	476	40	8.4%
Lot 6	1,379	76	5.5%
Conservation Area	1,945	1,945	100.0%
Total	5,420	2,243	41.4%

The number of existing trees and trees to be preserved are estimated numbers based on surveys of representative areas of the Property. The Owner is not required to preserve the exact number of existing trees within each Lot as set forth above, as long as the total percentage of preserved trees is approximately 41.4% of the total number of existing trees over the entire Property.

- C. Landscape material style and size shall conform to Seminole County Land Development Code specifications.
- D. The Conservation Area shall be preserved as a permanent conservation easement area conveyed to the St. Johns River Water Management District prior to the issuance of the final Certificate of Occupancy for the project.
- E. The Owner shall maintain a 25' landscape buffer along S.R. 46 and a landscape buffer along Oregon Avenue as per the terms of the Final Master Plan.

IX. DEVELOPMENT COMMITMENTS

The following conditions shall apply to the development of the Property:

- A. The development of the Property shall comply with the Final Master Plan attached hereto as Exhibit "B", except that minor extensions, alterations or modifications of the Plan shall be permitted upon approval by the land development manager of Seminole County pursuant to the Land Development Code.
- B. Prior to the issuance of the Certificate of Occupancy for Lot 1, the Owner shall install a six foot (6') screening wall on the commercial side of the landscape buffer between Lot 1 and Lot 6.
- C. The Owner may install only cut-off lighting fixtures which shall be limited to a maximum height of twenty (20) feet.

- D. The Owner shall provide pedestrian access to all buildings within the commercial component of the PUD.
- E. Any traffic signal modifications needed as a result of development of the Property shall be paid for by the Owner of such portion of the Property which requires such modifications as a condition of development.
- F. The Owner shall comply with all applicable FDOT and Seminole County traffic design standards.
- G. Prior to commencement of construction pursuant to final County engineering approval, the Owner shall have received SJRWMD approval of the wetlands mitigation plan for the Property.
- H. Road improvements on S.R. 46 and Oregon Avenue, e.g., turn lanes, median openings, etc., shall be constructed concurrently with the development of that portion of the Property which will be benefitted by such improvement as reflected on the Final Master Plan.

X. PUBLIC FACILITIES

The Owner has received its Notice of Concurrency Review Test Results, Application Number 20-0102-010-0000 dated July 31, 2000, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to concurrency public facilities are the following:

WATER:

Water service shall be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

SANITARY SEWER:

Central sanitary sewer shall be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Department of Environmental Protection Standards.

STORM DRAINAGE:

Storm water drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and the St. Johns River Water Management District's ERP regulations.

FIRE PROTECTION:

Fire protection shall be provided by Seminole County. Fire hydrant shall be located according to Seminole County regulations.

XI. STANDARD COMMITMENTS

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.
- B. When the term "Owner" is used herein, it shall be taken or construed to mean NW Oregon, Ltd. All obligations, liabilities, and responsibilities incurred by or implied by the Owner by this Agreement shall be assumed by any successors-in-interest of any portion of the Property.
- C. This development order touches and concerns the Property, and the conditions, commitments and provisions of the development order shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner of the property has expressly covenanted and agreed to this provision and all other terms and provisions of the development order.
- D. The terms and provisions of the development order are not severable, and in the event any portion of this development order shall be found to be invalid or illegal, then the entire development order shall be null and void.

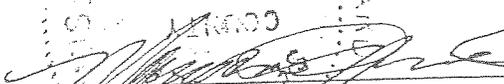
XII. INTERPRETATION; RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER

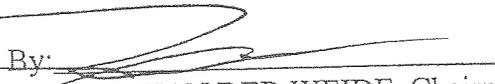
This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Final Master Plan shall control. Furthermore, in the event of a conflict between the terms of the Final Master Plan and Development Order Number 2000-0045, dated July 25, 2000, and recorded in Official Records Book 3907, Page 0006, public records of Seminole County, Florida, the terms of the Final Master Plan shall control. Unless modified by the terms of this Agreement or the Final Master Plan, the terms of Development Order Number 2000-0045 shall remain in full force and effect.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST: 013073

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



By: 

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

DICK VAN DER WEIDE, Chairman

Date: 9.6.2001

For use and reliance of  
Seminole County only.  
Approved as to form  
and legal sufficiency.

As authorized for execution by the Board of  
County Commissioners in their August 28,  
2001 regular meeting.



County Attorney  
*Mel Dregan P.D. Developer's  
Commitment Agent*

Exhibit "A"      Legal Description of Property  
Exhibit "B"      Reduced Copy of Final Master Plan

OWNER'S CONSENT AND COVENANT

COMES NOW, the Owner, NW Oregon, Ltd., a Florida limited partnership, on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

[Signature]  
Print Name: SERENA M. WILLIAMS

[Signature]  
Print Name: LINDA K. FOHL

"OWNER"

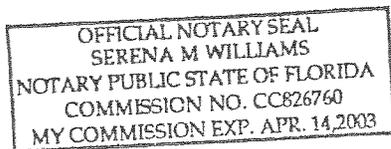
NW OREGON, LTD., a Florida limited partnership

By: Schrimsher Investments Corporation, a Florida corporation, its general partner

By: [Signature]  
J. Steven Schrimsher, President

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2001, by J. Steven Schrimsher, as the President of Schrimsher Investments Corporation, a general partner of NW Oregon, Ltd., who is personally known to me ~~or who has produced~~ as identification.



[Signature]  
Notary Public

Serena M. Williams  
(Name of Notary, typed, printed, or stamped)  
My Commission Expires:

**THE "PROPERTY"**

**LEGAL DESCRIPTION**

That part of Sections 20 and 29, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Begin at the Northwest corner of said Section 29; thence run N 89°44'08" E along the North line of the Northwest 1/4 of said Section 29 for a distance of 1938.92 feet to the Sanford Grant line; thence run N 24°38'27" E along said Sanford Grant line for a distance of 212.79 feet to the North line of the South 193.00 feet of the South ½ of the Southwest 1/4 in Sanford Grant of said Section 20; thence run N 89°44'08" E along said North line of the South 193.00 feet for a distance of 500.58 feet to the West line of a Florida Power Corporation Easement, as recorded in Deed Book 149, page 356, of the Public Records of Seminole County, Florida; thence run S 00°12'27" E along said West line for a distance of 193.00 feet to the North line of the Northwest 1/4 of said Section 29; thence run S 00°11'42" E along said West line for a distance of 240.91 feet to a point on a non-tangent curve concave Northwesterly and the Westerly right-of-way line of Oregon Avenue, as recorded in Official Records Book 3332, page 0477, of said Public Records, having a radius of 725.00 feet and chord bearing of S 36°10'17" W; thence run the following five (5) courses along said Westerly right-of-way line; Southwesterly along the arc of said curve through a central angle of 23°50'38" for a distance of 301.71 feet to the point of tangency; thence run S48°05'36" W for a distance of 333.46 feet to the point of curvature of a curve concave Southeasterly having a radius of 785.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 48°15'18" for a distance of 661.14 feet; thence run S03°55'26" W for a distance of 93.80 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 85°54'52" for a distance of 74.97 feet to the North right-of-way line of State Road 46 and the point of tangency; thence run S 89°50'18" W along said North right-of-way line for a distance of 1782.03 feet to the West line of the Northwest 1/4 of said Section 29; thence run N00°14'12" W along said West line for a distance of 1425.42 feet to the POINT BEGINNING.

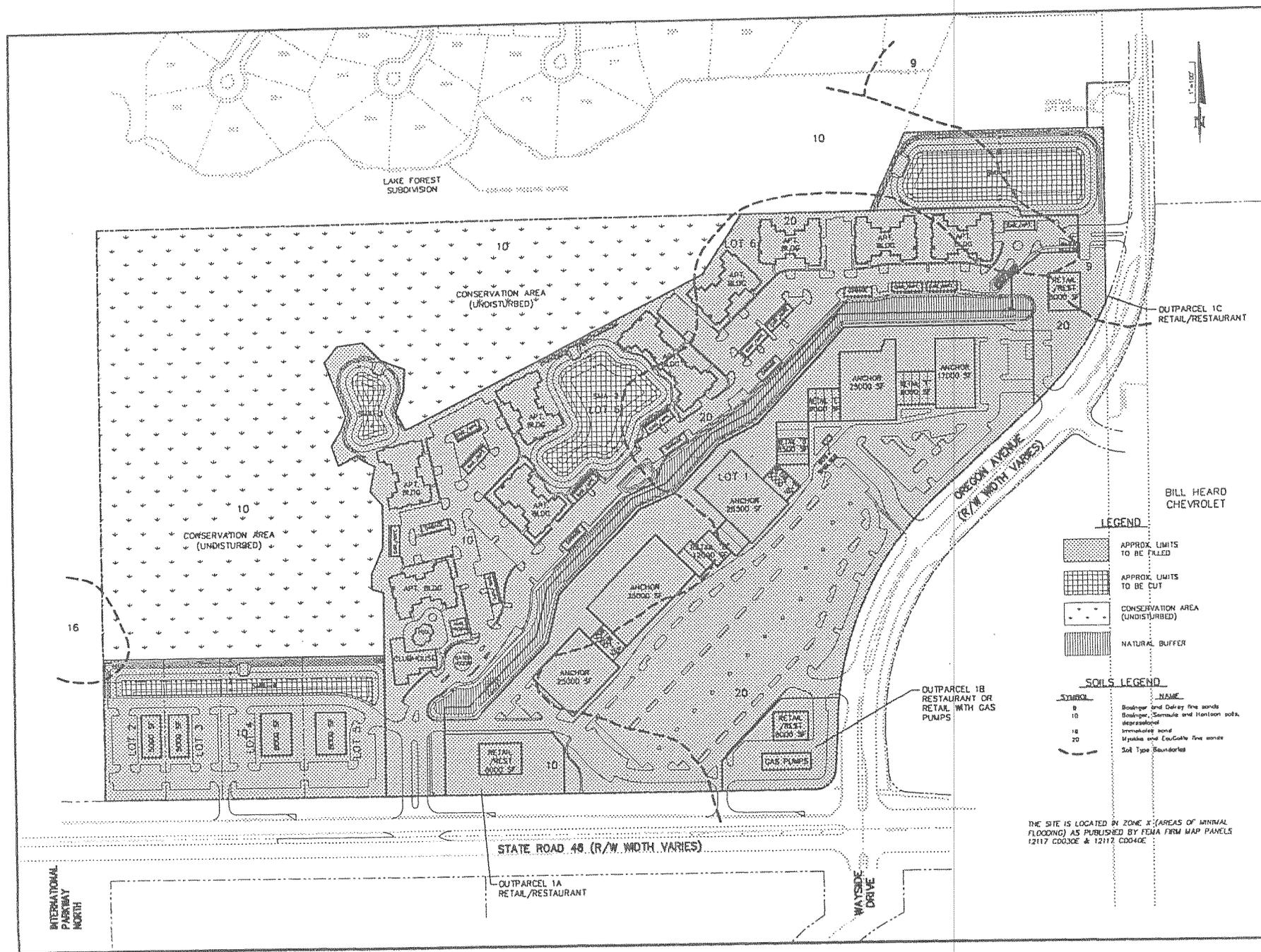
Containing 72.902 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**EXHIBIT "A"**

715889 DLZ 112

5.10 NW OREGON PUD - FINAL MASTER PLAN  
 SHEET TITLE: DEVELOPMENT PLAN  
 SHEET NO: 11  
 DATE: 03/17/07  
 DRAWN BY: J. WOODWARD  
 CHECKED BY: J. WOODWARD

LEGIBILITY UNSATISFACTORY  
 FOR MICROFILMING



LEGEND

- APPROX. LIMITS TO BE FILLED
- APPROX. LIMITS TO BE CUT
- CONSERVATION AREA (UNOBTURBED)
- NATURAL BUFFER

SOILS LEGEND

- | SYMBOL | NAME  |
|--------|---|
| 8      | Boulaye and Delrey fine sands                   |
| 10     | Boulaye, Serrault and Hamilton soils, depressed |
| 16     | Immaculate sand                                 |
| 20     | Mpaka and Eau Claire fine sands                 |
|        | Soil Type Boundaries                            |

THE SITE IS LOCATED IN ZONE X (AREAS OF MINIMAL FLOODING) AS PUBLISHED BY FEMA FIRM MAP PANELS 12117 C0030E & 12117 C0040E

DRAWING SHEET		5 of 11	
NW OREGON PUD FINAL MASTER PLAN SEASIDE COUNTY, FLORIDA SITE DEVELOPMENT PLAN			
DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2700 PARK AVENUE NORTH, WATER PARK, FLORIDA 32788 (407) 844-1048		SHEET NO. 11 DATE 03/17/07 JOB NUMBER 02012	
DESIGNED BY	CHECKED BY	DATE	SCALE
ESS	ESS	03/17/07	AS SHOWN
DRAWN BY	DATE	DESCRIPTION	DATE
J. WOODWARD			

EXHIBIT "B"

LEGIBILITY UNSATISFACTORY  
FOR MICROFILMING

**LEGAL DESCRIPTION**

That part of Sections 20 and 21, Township 18 South, Range 30 East, Seminole County, Florida, described as follows:

Begin at the Northwest corner of said Section 20; thence run N 89°44'00" E along the North line of the Northwest 1/4 of said Section 19 for a distance of 183.82 feet to the Sanford Court line; thence run N 24°30'17" E along said Sanford Court line for a distance of 212.79 feet to the North line of the South 1/2 of the South 1/2 of the Southwest 1/4 of said Section 20; thence run N 89°44'00" E along said North line of the South 1/2 of the Southwest 1/4 of said Section 20; thence run S 07°12'27" E along said West line for a distance of 240.81 feet to the West line of the Florida Power Corporation Easement, as recorded in Deed Book 148, Page 336, of the Public Records of Seminole County, Florida; thence run S 07°12'27" E along said West line for a distance of 240.81 feet to the West line of the Oregon Avenue, as recorded in Official Records Book 2332, Page 0477, of said Public Records; having a radius of 725.00 feet and curved bearing of S 30°10'17" W; thence run the bearing (3) course along said railway right-of-way line, Southwesterly along the arc of said curve through a central angle of 23°50'30" E for a distance of 301.71 feet to the point of tangency; thence run S 48°05'30" W for a distance of 333.16 feet to the point of curvature of a curve concave Southwesterly having a radius of 785.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 48°15'18" E for a distance of 681.14 feet; thence run S 03°55'28" W for a distance of 83.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 487.51 feet; thence run Southwesterly along the arc of said curve through a central angle of 03°55'28" W for a distance of 74.97 feet to the North line of State Road 48 and the point of tangency; thence run S 09°50'00" W along North-South right-of-way line for a distance of 1782.03 feet to the West line of the Northwest 1/4 of said Section 20; thence run N 02°14'12" W along said West line for a distance of 1475.42 feet to the POINT OF BEGINNING.

Containing 72,807 acres more or less and being subject to any right-of-way, restrictions and easements of record.

**CONSERVATION AREA**

**DESCRIPTION:**

That part of Section 20, Township 18 South, Range 30 East, Seminole County, Florida, described as follows:

Begin at the Northwest corner of said Section 20; thence run N 89°44'00" E along the North line of the Northwest 1/4 of said Section 20 for a distance of 183.82 feet; thence run S 24°30'17" E along said Sanford Court line for a distance of 212.79 feet; thence run N 89°44'00" E along said North line of the South 1/2 of the Southwest 1/4 of said Section 20; thence run S 07°12'27" E along said West line for a distance of 240.81 feet; thence run S 07°12'27" E along said West line for a distance of 240.81 feet to the West line of the Florida Power Corporation Easement, as recorded in Deed Book 148, Page 336, of the Public Records of Seminole County, Florida; thence run S 07°12'27" E along said West line for a distance of 240.81 feet to the West line of the Oregon Avenue, as recorded in Official Records Book 2332, Page 0477, of said Public Records; having a radius of 725.00 feet and curved bearing of S 30°10'17" W; thence run the bearing (3) course along said railway right-of-way line, Southwesterly along the arc of said curve through a central angle of 23°50'30" E for a distance of 301.71 feet to the point of tangency; thence run S 48°05'30" W for a distance of 333.16 feet to the point of curvature of a curve concave Southwesterly having a radius of 785.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 48°15'18" E for a distance of 681.14 feet; thence run S 03°55'28" W for a distance of 83.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 487.51 feet; thence run Southwesterly along the arc of said curve through a central angle of 03°55'28" W for a distance of 74.97 feet to the North line of State Road 48 and the point of tangency; thence run S 09°50'00" W along North-South right-of-way line for a distance of 1782.03 feet to the West line of the Northwest 1/4 of said Section 20; thence run N 02°14'12" W along said West line for a distance of 1475.42 feet to the POINT OF BEGINNING.

Containing 22,854 acres more or less and being subject to any right-of-way, restrictions and easements of record.

**DEVELOPMENT AREA**

**DESCRIPTION:**

That part of Sections 20 and 21, Township 18 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Northwest corner of said Section 20; thence run N 89°44'00" E along the North line of the Northwest 1/4 of said Section 20 for a distance of 183.82 feet to the POINT OF BEGINNING; thence continue N 89°44'00" E along said North line for a distance of 202.70 feet to the Sanford Court line; thence run N 24°30'17" E along said Sanford Court line for a distance of 212.79 feet to the North line of the South 1/2 of the South 1/2 of the Southwest 1/4 of said Section 20; thence run N 89°44'00" E along said North line of the South 1/2 of the Southwest 1/4 of said Section 20; thence run S 07°12'27" E along said West line for a distance of 240.81 feet to the West line of the Florida Power Corporation Easement, as recorded in Deed Book 148, Page 336, of the Public Records of Seminole County, Florida; thence run S 07°12'27" E along said West line for a distance of 240.81 feet to the West line of the Oregon Avenue, as recorded in Official Records Book 2332, Page 0477, of said Public Records; having a radius of 725.00 feet and curved bearing of S 30°10'17" W; thence run the bearing (3) course along said railway right-of-way line, Southwesterly along the arc of said curve through a central angle of 23°50'30" E for a distance of 301.71 feet to the point of tangency; thence run S 48°05'30" W for a distance of 333.16 feet to the point of curvature of a curve concave Southwesterly having a radius of 785.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 48°15'18" E for a distance of 681.14 feet; thence run S 03°55'28" W for a distance of 83.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 487.51 feet; thence run Southwesterly along the arc of said curve through a central angle of 03°55'28" W for a distance of 74.97 feet to the North line of State Road 48 and the point of tangency; thence run S 09°50'00" W along North-South right-of-way line for a distance of 1782.03 feet to the West line of the Northwest 1/4 of said Section 20; thence run N 02°14'12" W along said West line for a distance of 1475.42 feet to the POINT OF BEGINNING.

Containing 49,848 acres more or less and being subject to any right-of-way, restrictions and easements of record.

**OVERALL PUD SITE DATA**

- TOTAL SITE DATA: 72,808 ACRES
- TOTAL PRESERVED IN CONSERVATION AREA: 22,854 ACRES
- PERMITTED USES: ALL R-4 MULTIFAMILY AND AUXILIARY USES (EXCEPT THE R-4-1 LAND USE AND C-2 PERMITTED AND CONDITIONAL USES)
- EXISTING ZONING: PLANNED UNIT DEVELOPMENT (PUD)
- STAND ALONE BARS AND LOGS, DRIVE-IN THEATERS, FLEX MARKET (OPEN AIR), PAINT AND BODY SHOPS, HOSPITALS AND NURSING HOMES, PERSONAL LEASE STORAGE, FACILITIES, AND BILLBOARDS.

**PROPOSED LAND COVERAGE SUMMARY:**

- TOTAL OPEN SPACE AREA REQUIRED (MINIMUM 25%): 18,284 ACRES
- TOTAL OPEN SPACE AREA PROVIDED: 25,422 ACRES (54.80%)
- CATEGORIES:
  - WOODLAND: 17,800 ACRES (38.32%)
  - RECREATIONAL AREAS: 1,431 ACRES
  - COMMON LANDSCAPED AREAS: 748 ACRES
  - RETENTION PONDS: 3,814 ACRES
  - CATEGORIES:
    - WOODLAND: 17,800 ACRES (38.32%)
    - RECREATIONAL AREAS: 1,431 ACRES
    - COMMON LANDSCAPED AREAS: 748 ACRES
    - RETENTION PONDS: 3,814 ACRES
- TOTAL BARRIERS AND FENCES: 32,158 ACRES
- NE PLANNING IMPACTS: 20,800 ACRES
- TO BE RETAINED AND INTEGRATED IN ACCORDANCE WITH SEMIHOLE COUNTY U. S. JOHN JORDAN DEVELOPMENT AND ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS.
- MINIMUM VEHICLE USE AREA OPEN SPACE: 10% (TO INCLUDE PERMITTED USES AND ADJACENT TO VEHICLE USE AREAS EXCEPT OF THE BUFFER'S NOTED BELOW)
- EXISTING TREES TO BE RETAINED: AS SHOWN ON PLAN

**LANDSCAPE BUFFERS:**

- SEMIHOLE PUBLIC ROADWAY BUFFER: 10'
- SEMIHOLE EXTERIOR PUD ROAD BUFFER: 15'
- SEMIHOLE EXTERIOR PUD ROAD BUFFER: 15'
- SEMIHOLE WETLAND BUFFER: 50'
- SEMIHOLE MULTIFAMILY BUFFER: 25'

**BUILDING SETBACKS:**

- SEMIHOLE EXTERIOR PUD BUILD SETBACKS:
  - FRONT: 15'
  - SIDE: 15'
  - REAR: 15'
- SEMIHOLE INTERIOR PROPERTY LINE BUILDING SETBACKS: 5'

**PROPOSED SITE IMPROVEMENT INFORMATION:**

- WATER: SEMIHOLE COUNTY
- SEWER: SEMIHOLE COUNTY
- ALL (1) BUS STOP AND ONE (1) 10' x 10' SHELTER WITH ADA ACCESSIBLE SEATING PROVIDED IN ACCORDANCE WITH SEMIHOLE COUNTY REQUIREMENTS
- PEDESTRIAN ACCESS TO BE PROVIDED IN ACCORDANCE WITH SEMIHOLE COUNTY REQUIREMENTS
- FRONTAGE OF RECALCULATED OCEAN AVENUE AND FRONTAGE OF STATE ROAD 48 WITHIN THE PUBLIC ROW
- ALL LEFT AND RIGHT TURN LANES SHALL BE DESIGNED PER FOOT STANDARD INDEX 301. SPEED LIMIT ON S.R. 48 IS 55 MPH.

**SITE LIGHTING:**

- MAXIMUM POLE HEIGHT: LIGHT POLES SHALL BE 70' MAXIMUM HEIGHT.
- FIXTURE TYPE: SHOE BOX OR OTHER DOWNWARD THROWING FIXTURE.
- LIGHTING SHALL BE PROVIDED TO LIGHT SPACES UP TO A MAXIMUM OF 0.5 FOOT-CANDLES OUTSIDE THE BOUNDARIES OF THE PUD.
- THE MINIMUM SPACING OF THE LIGHT SOURCE FROM THE PROPERTY LINE SHALL BE A HORIZONTAL DISTANCE OF 20 FT.

**STORM WATER MANAGEMENT:**

- STORM WATER MANAGEMENT FACILITIES WILL BE PROVIDED TO MEET WATER QUALITY AND WATER QUANTITY REQUIREMENTS IN ACCORDANCE WITH THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT APPLICANTS HANDBOOK AND SEMIHOLE COUNTY STORM WATER CRITERIA.
- POST-DEVELOPMENT DISCHARGE FROM THE DEVELOPED SITE WILL BE LIMITED TO THE PRE-DEVELOPMENT PEAK DISCHARGE RATE FOR THE 20 YEAR/24 HOUR DESIGN STORM EVENT. DEFERRMENT STORAGE WILL BE ACCOUNTED FOR IN DETERMINING THE PRE-DEVELOPMENT DISCHARGE.
- OFF-SITE DRAINAGE AREAS WILL BE CONVEYED THROUGH THE SITE AND CONVEYANCE SYSTEMS WILL BE DESIGNED SO AS NOT TO CAUSE ADVERSE IMPACTS TO UPLAND OR DOWNSTREAM FACILITIES.

**NATURAL FEATURES:**

- 15% OF EXISTING TREES 6" OR GREATER MUST BE RETAINED
- IT IS ESTIMATED THAT THERE ARE APPROXIMATELY 2,430 EXISTING TREES ON SITE, OF WHICH APPROXIMATELY 42% ARE LARGER. APPROXIMATELY 2,243 OF THEM SHALL BE PRESERVED, WHICH IS APPROXIMATELY 42% TREE QUANTITIES WERE ESTIMATED BY FAKING THE AVERAGE NUMBER OF EXISTING TREES, 6" OR LARGER, OCCURRING IN TWO REPRESENTATIVE ACRES OF THE SITE AND ESTABLISHING THAT AVERAGE NUMBER AS THE NUMBER OF TREES THAT EXISTS IN EACH WOODED ACRE OF THE SITE. ONE REPRESENTATIVE ACRE APPLIED TO HAVE A HIGH DENSITY OF EXISTING TREES (150 TREES). THE OTHER REPRESENTATIVE ACRE APPLIED TO HAVE A LOW DENSITY OF EXISTING TREES (34 TREES). THE AVERAGE IS APPROXIMATELY 83 TREES PER WOODED ACRE. THERE ARE APPROXIMATELY 62.27 WOODED ACRES RESULTING IN APPROXIMATELY 5,200 TREES. THE SAME METHOD WAS USED TO ESTIMATE THE NUMBER OF TREES EXISTING IN THE NON-WOODED ACRES OF THE SITE (APPROXIMATELY 10.63 ACRES). THE AVERAGE PER ACRE CAME TO 12 TREES WHICH RESULTED IN 128 TREES OCCURRING IN THE NON-WOODED ACRES OF THE SITE.

LOT #	EX. TREES	TREES TO BE PRESERVED	PERCENTAGE
LOT 1	1,820	182	10%
LOT 2-5	1,378	138	10%
LOT 6	1,232	123	10%
LOT 7	1,378	138	10%
LOT 8	1,232	123	10%

- ALL ABOVE QUANTITIES ARE ESTIMATES
- THE OWNER IS NOT REQUIRED TO PRESERVE THE EXACT NUMBER OF EXISTING TREES WITH EACH LOT. THE OWNER SHALL PRESERVE AS LONG AS THE TOTAL PERCENTAGE OF TREES IS APPROXIMATELY 41.4 % OF THE TOTAL NUMBER OF EXISTING TREES OVER THE ENTIRE PROPERTY.

**LOT DATA**

**LOT 1: COMMERCIAL/RETAIL**

- SITE AREA:**
- TOTAL SITE AREA = 23,208 ACRES
  - COMMERCIAL/RETAIL (MINUS OUT PARCELS 1A, 1B, 1C) = 18,916 ACRES
  - OUT PARCEL 1A = 1,034 ACRES
  - OUT PARCEL 1B = 1,124 ACRES
  - OUT PARCEL 1C = 1,124 ACRES
  - RETENTION AREA (120) = 2,814 ACRES
  - TOTAL OPEN SPACE = 588 ACRES
  - TOTAL BUILDING AREA (PERMISSIBLE BUILDING AREA) = 200,000 SQ. FT. - NO SINGLE SPACE SHALL BE GREATER THAN 70,000 SQ. FT.
  - MAX. GROSS FLOOR AREA / NET LOT 90%
  - GROSS FLOOR AREA = 200,000 SQ. FT.
  - NET LOT SIZE = 18.11 ACRES (832,431 SQ. FT.)
  - FAR = 0.24 (MAXIMUM PER CODE = 0.35)
  - MAXIMUM BUILD. HT. = 35 FT + 10% FOR ARCHITECTURAL TREATMENT.

**PARKING DATA:**

- TOTAL PARKING PROVIDED (47,000) = 800 SPACES (10' X 20')
- TOTAL PARKING PROVIDED (NOT INCLUDING OUT PARCELS 1A, 1B, AND 1C) = 822 SPACES (8.3' X 20')
- IN ORDER TO PRESERVE EXISTING TREES, THIS FINAL MASTER PLAN PROVIDES 10' X 20' PARKING SPACES INSTEAD OF 10' X 20'. THIS ALLOWS THE OWNER TO PRESERVE COUNTRIES OF TREES, WHILE AT THE SAME TIME ATTAINING THE REQUIRED NUMBER OF PARKING SPACES. THERE ARE APPROXIMATELY 100 EXISTING TREES ALONG S.R. 48 AND OREGON AVE. BETWEEN THE P.O.B. AND THE EDGE OF PARKING THAT WILL BE PRESERVED, AS WELL AS 8 - 18 LARGE EXISTING OAK TREES IN THE W.E. PORTION OF LOT 1 THAT WILL BE PRESERVED.
- TOTAL PARKING REQUIRED FOR OUT PARCELS 1A, 1B, 1C PER CODE
- HANDICAPPED PARKING SPACES ARE 300 PER CODE

**WETLANDS AREA:**

- BUILDING AND PAVEMENT = 19.56 ACRES (LOTS 1, 1A, 1B, 1C COMBINED)

**LANDSCAPING:**

- COMMERCIAL/RETAIL - NOT INCLUDING OUT PARCELS 1A, 1B, 1C
- MINIMUM LANDSCAPING EQUAL TO 10% OF TOTAL PARKING AREA
- INTERNAL LANDSCAPING EQUAL TO 10% OF TOTAL PARKING AREA
- 1 TREE PER 1,000 SQ. FT. OF INTERNAL LANDSCAPING = 207 TREES
- 1 TREE PER 1,000 SQ. FT. OF EXTERNAL LANDSCAPING = 207 TREES
- 30% OF THESE ARE TO BE PLANTED TO SUCCEED. PARKING SPACES (LOT 1) THAT HAVE NO MORE THAN 20 SPACES IN AN UNDEVELOPED ROW (MINIMUM 8' FT. WIDTH)

**DEVELOPMENT:**

- INTERNAL LANDSCAPING = 8,224 SQ. FT.
- INTERNAL TREE LENGTHS MAY BE MORE THAN 20 SPACES IN A ROW
- EXISTING TREES AND SHRUBS PER CODE MUST BE PROVIDED
- EXISTING TREES AND SHRUBS SHALL COUNT TOWARD TOTAL REQUIRED.

**ACTIVE BUFFER REQUIREMENT:**

- 22' LANDSCAPING BUFFER
- 8' CAFOFF TREES PER 100 LINEAR FEET OF BUFFER
- 8' WALL, LANDSCAPED EXTERIOR BOUND OR COMPARISON THEREOF WITH LANDSCAPING TO REACH 8' ONE YEAR AFTER PLANTING
- 50' BUILDING SETBACK PROVIDED
- 50' BUILDING BUFFER
- 8' CAFOFF TREES PER 100 LINEAR FEET OF BUFFER
- 8' MASONRY WALL
- 50' MIN. BUILDING SETBACK

**SETBACKS:**

- PER CODE

**LOT 2: COMMERCIAL / RETAIL**

- SITE AREA = 1,234 ACRES
- BUILDING AREA = 5,000 SQ. FT.
- PARKING:
  - 1 SPACE FOR EACH 250 SQ. FT. OF GROSS FLOOR AREA
  - GROSS FLOOR AREA = 5,000 SQ. FT./250 = 20 PARKING SPACES PROVIDED: 41 PARKING SPACES (10' X 20')

**LOT 3: COMMERCIAL / RETAIL**

- 9% ARE TO BE PRESERVED
- BUILDING AREA = 5,000 SQ. FT.
- PARKING:
  - 1 SPACE FOR EACH 250 SQ. FT. OF GROSS FLOOR AREA
  - GROSS FLOOR AREA = 5,000 SQ. FT./250 = 20 PARKING SPACES PROVIDED: 36 PARKING SPACES (10' X 20')

**LOT 4: COMMERCIAL / RETAIL**

- 9% ARE TO BE PRESERVED
- BUILDING AREA = 5,000 SQ. FT.
- PARKING:
  - 1 SPACE FOR EACH 250 SQ. FT. OF GROSS FLOOR AREA
  - GROSS FLOOR AREA = 5,000 SQ. FT./250 = 20 PARKING SPACES PROVIDED: 36 PARKING SPACES (10' X 20')

**LOT 5: COMMERCIAL / RETAIL**

- 9% ARE TO BE PRESERVED
- BUILDING AREA = 5,000 SQ. FT.
- PARKING:
  - 1 SPACE FOR EACH 250 SQ. FT. OF GROSS FLOOR AREA
  - GROSS FLOOR AREA = 5,000 SQ. FT./250 = 20 PARKING SPACES PROVIDED: 36 PARKING SPACES (10' X 20')

**LOTS 2-5 (TOTAL):**

- TOTAL AREA = 5,804 ACRES
- TOTAL IMPERVIOUS AREA (BUILDING AND PAVEMENT) = 4.34 ACRES
- TOTAL RESTORATION (120) = 0.814 ACRES
- TOTAL OPEN SPACE = 1.14 ACRES
- MAXIMUM BUILDING HEIGHT = 35'
- LANDSCAPING = PER ATTACHED LANDSCAPE PLANS
- SHOVING - PER CODE
- A CROSS ACCESS EASEMENT SHALL BE PROVIDED FOR SHARED ACCESS AND EGRESS.

**LOT 6: (MULTIFAMILY)**

- TOTAL MULTIFAMILY AREA = 18,034 ACRES
- TOTAL RESIDENTIAL UNITS = 300 MAXIMUM
- NET DENSITY: 300 MAX. UNITS/18,034 ACRES = 16.70 UNITS PER ACRE
- TOTAL RETENTION (120) = 2.284 ACRES
- TOTAL OPEN SPACE = 2,284 ACRES
- MAX. BLDG. HT. = 35' PLUS 10% FOR ARCHITECTURAL TREATMENT
- AN EXISTING AND PROPOSED ESTABLISHMENT AND AUTOMATIC TELLER MACHINES SHALL BE PERMITTED AS ACCESSORY USES FOR THE USE OF THE RESIDENTS AND THEIR GUESTS IN THE CLOUDWALK AREA. HOWEVER, ANY SIGN VISIBLE FROM A PUBLIC RIGHT-OF-WAY IN CONNECTION THEREWITH SHALL BE SUBJECT TO THE APPROVAL OF THE PLANNING OFFICE. THIS ESTABLISHMENT SHALL NOT BE OPEN TO THE PUBLIC.

**PARKING DATA:**

- # OF UNITS = 300 UNITS
- PARKING REQUIRED (2 PER UNIT) = 600 SPACES INCLUDING GARAGE AND TANDEN PROVIDED SPACES
- PARKING PROVIDED (8' X 20', 100 PER UNIT) = 370 SPACES INCLUDING GARAGE AND TANDEN PROVIDED SPACES. (UNIT USE INCLUDES APPROX. 208 1 BDRM., 208 2 BDRM., 80X 3 BDRM.)
- IN ORDER TO PRESERVE EXISTING TREES, THIS FINAL MASTER PLAN PROVIDES PARKING SPACES THAT ARE SMALLER THAN WHAT IS REQUIRED (8' X 20' INSTEAD OF 10' X 20') AND FEWER PARKING SPACES THAN WHAT IS REQUIRED (180 PER UNIT INSTEAD OF 2 PER UNIT). THERE IS A 70 FT. BUFFER BETWEEN LOTS 1 AND 6 THAT PRESERVES TO EXISTING TREES.
- REQUIRED SIZE PARKING SPACE (10' X 20') WOULD HAVE CUT INTO THIS BUFFER AND ELIMINATED MORE OF THE EXISTING TREES INCLUDING THE (5) LARGE EXISTING OAK TREES. THERE IS NOT ENOUGH ROOM TO PROVIDE THE REQUIRED TWO (2) PARKING SPACES PER UNIT BECAUSE OF THE SPACE REQUIRED TO PRESERVE ALL OF THESE TREES. THEREFORE, THE FINAL MASTER PLAN PROVIDES 180 PARKING SPACES PER UNIT FOR LOT 6. HANDICAPPED SPACES WILL STILL BE PER CODE (10' X 20').

**ACREAGE OF PAVEMENT NOT USED:**

- (1) PARKING SPACE AND ASLE = 375 SQ. FT. OF PAVEMENT
- 100 REQUIRED SPACES UNITS 370 PROVIDED SPACES = 30 SPACES SHORT OF REQUIREMENT
- 30 SPACES X 375 SQ. FT. OF PAVEMENT = 0.26 ACRES OF PAVEMENT NOT USED

**ACREAGE OF TREE PROT. ADDITIONAL TO REQUIRED BUFFERS:**

- 35' WIDE EXISTING TREE BUFFER MINUS 15' OF REQUIRED BUFFER = 20' OF TREE PROTECTION ADDITIONAL TO REQUIRED LANDSCAPE BUFFER
- EXISTING TREES OCCUR FOR 10.33 LINEAR FOOT INSIDE THIS BUFFER
- 10.33' LONG X 20' WIDE = (20,700 SQ. FT.) 0.47 ACRES OF TREE PROTECTION GREATER THAN WHAT IS REQUIRED.
- 0.47 ACRES OF TREE PROTECTION IS GREATER THAN THE 0.28 ACRES OF PARKING SHORTAGE

**IMPERVIOUS:**

- BUILDING AND PAVEMENT = 254,808 SQ. FT. = 0.598 ACRES

**LANDSCAPING:**

- PER ATTACHED LANDSCAPE PLANS

**SETBACKS:**

- 84 SQ. FT. PER SIGN FACE (MAXIMUM 3 SIGN FACES AT EACH ENTRANCE)

**SEMIHOLE COUNTY LAND DEVELOPMENT CODE VARIANCE REQUEST (LOTS 1-6)**

1. 5:1 MAXIMUM SIDE SLOPES FOR LOT 6 (RETENTION PONDS IN lieu of CODE, REQUIRED 8:1 MAXIMUM SIDE SLOPES)
2. 2:1 MAXIMUM SIDE SLOPES FOR WEST, NORTH AND EAST FACES AND A RETAINING WALL ON THE SOUTH FACE OF THE RETENTION POND IN lieu of CODE REQUIRED 6:1 MAXIMUM SIDE SLOPES

**CONSERVATION AREA:**

- THE CONSERVATION AREA SHALL BE PRESERVED AS A FRESHWATER CONSERVATION EASEMENT AREA CONVEYED TO THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR THE PROJECT.

**GENERAL NOTES**

3 of 11

DATE: 02/15/2003

BY: [Signature]

FOR: [Signature]

PROJECT: NW OREGON PUD FINAL MASTER PLAN SCHEMATIC DEVELOPMENT PLAN SEMIHOLE COUNTY, FLORIDA

DESIGNED BY: DONALD W. MARIOTOSHI ASSOCIATES, INC. SURVEYORS, ENGINEERS, PLANNERS 2700 PARK AVENUE, NORTH WINTER PARK, FLORIDA 32789 (407) 644-1068

DATE: 02/15/2003

BY: [Signature]

FOR: [Signature]

PROJECT: NW OREGON PUD FINAL MASTER PLAN SCHEMATIC DEVELOPMENT PLAN SEMIHOLE COUNTY, FLORIDA

DATE: 02/15/2003

BY: [Signature]

FOR: [Signature]

PROJECT: NW OREGON PUD FINAL MASTER PLAN SCHEMATIC DEVELOPMENT PLAN SEMIHOLE COUNTY, FLORIDA

**REVISED AND RESTATED  
NW OREGON P.U.D. FINAL MASTER PLAN  
DEVELOPER'S COMMITMENT AGREEMENT  
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

The NW Oregon PUD Final Master Plan Developer's Commitment Agreement Commitments, Classifications, and District Description dated August 28, 2001 is hereby revised to read as follows:

I. **LEGAL DESCRIPTION.** The legal description of the PUD is attached hereto as Exhibit "A". The Final PUD Master Plan shall be replaced in its entirety by the Revised Final PUD Master Plan attached hereto as Exhibit "B".

II. **PROPERTY OWNERS.** The current property owners are NW Oregon, Ltd., a Florida limited partnership and Pulte Home Corporation, a Michigan corporation.

III. **STATEMENT OF BASIC FACTS.**

- |    |   |   |
|----|---|---|
| A. | Total Acreage:                          | 72.90 acres   |
| B. | Zoning:                                 | Planned Unit Development  |
| C. | Density of Lot 6:                       | 15.75 dwelling units per net buildable acre,<br>or 300 dwelling units maximum                         |
| D. | Density of Lots 2-5:                    | 26,000 square feet of buildable area  |
| E. | Density of Lot 1A<br>(Auto Dealership): | 75,000 square feet of buildable area<br>no single space shall be greater than 40,000 square<br>feet * |
| F. | Density of Lot 1B<br>(Multifamily):     | 11.46 dwelling units per net buildable acre,<br>or 154 dwelling units maximum*                        |

\*Note that under the original P.U.D. Lot 1 was originally designated as commercial/retail use with a density of 200,000 square feet with no single space being greater than 80,000 square feet. Under this proposed Revised and Restated Agreement, Lot 1 has been split into two (2) segments with multifamily development on Lot 1B and construction of an automobile dealership and auto body repair on Lot 1A.

- G. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
- H. The Owners of the Property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted

and agreed to have such commitments run with, and follow and perpetually burden the Property.

IV. **LOT PLAN – LAND USE BREAKDOWN.**

<u>Lot</u>	<u>Use</u>	<u>Maximum No. of Dwelling Units or Square Footage of Building Area</u>	<u>% of Site</u>
1A	Commercial/Retail	75,000 square feet - 8.00 acres	10.97%
1B	Multi-Family	154 units – 16.08 acres	22.06%
1C	Outparcel	5,000 square feet – 1.22 acres	1.67%
2	Commercial/Retail	5,000 square feet - 1.2 acres	1.65%
3	Commercial/Retail	5,000 square feet – 1.2 acres	1.65%
4	Commercial/Retail	8,000 square feet – 1.6 acres	2.19%
5	Commercial/Retail	8,000 square feet – 1.6 acres	2.19%
6	Multi-Family	300 Units – 19.05 acres	26.13%
N/A	Conservation Area	N/A –22.95 acres	31.49%
	Total	106,000 square feet/ 454 units	72.90 acres 100%

V. **OPEN SPACE CALCULATIONS.**

Open Space shall be provided at an overall rate of 39.26%, or a minimum of 28.62 acres throughout the entire PUD. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space in the PUD.

Maintenance of the Open Space shall be funded by the Owners.

Total Land Area: 72.90 acres  
 Open Space Required: 25%+72090 acres x 0.25 = 18.225 acres  
 Open Space Provided: 28.62 acres/ 72.902 acres = 39.26%

**Commercial Landscape Buffer:**

- 35’ minimum landscape buffer on Lot 1A where it abuts Lot 6.
- 10’ minimum landscape buffer with a 6 foot masonry screen wall on Lot 1A where it abuts Lot 1B.

- 15' minimum landscape buffers along SR 46 and North Oregon Street
- 10' landscape buffer along west side of Lot 2
- 5' landscape buffers between Lots 2, 3, 4, and 5
- 15' landscape buffer on rear of Lots 2, 3, 4, and 5
- 15' landscape buffer along the east side of Lot 5

**Multi-Family Landscape Buffer:**

- 15' minimum, 35' average landscape buffer on Lot 6 where it abuts Lot 1A
- 15' minimum landscape buffer on Lot 1B where it abuts Lot 1A

**Conservation Area:** Contains 22.954 acres

**Total Open Space:** 25.42 (34.86% of 72.90 acres)

**VI. BUILDINGS SETBACKS.**

**A. Commercial: Minimum Building Setbacks**

- 5' Building setback to side lot lines (between Lots 2, 3, 4, 5)
- 10' Building setback to rear lot lines of all commercial lots
- 25' Building setback from front lot line of all commercial and all street rights-of-way

**B. Multi-Family: Minimum Building Setbacks**

- 5' building setback between buildings
- 35' Building setback from the Oregon Street right-of-way
- 50' Building setback for residential buildings on Lot 6 from the Lot 1A Boundary Line
- 40' Building setback for the community pool and pool house on Lot 6 from the Lot 1A Boundary Line
- 50' Building setback on Lot 1B from the Lot 1A Boundary Line

**C. Maximum Building Height**

- 35' plus 10% for architectural treatment for commercial and multi-family buildings

**VII. PERMITTED USES.**

Commercial Lots 2, 3, 4, and 5: All permitted and conditional uses described in the C-2 Retail Commercial District, except Laundromats, video and pinball machine arcades, clinics, stand-alone bars and lounges, drive-in theaters, flea markets (open air), auto repair, paint and body shops, hospitals and nursing homes, personal and mini storage facilities and billboards.

Commercial Lot 1A: All permitted and conditional uses described in the C-2 Retail Commercial District, except Laundromats, video and pinball machine arcades, clinics, stand-alone bars and lounges, drive-in theaters, flea markets (open air), hospitals and nursing homes, personal and mini storage facilities and billboards. Auto repair, and paint and body shops shall be allowed in association with a car dealership.

Multi-Family Lots 1B and 6: Multifamily housing and those ancillary uses associated with R-4 and R-3 zoning under the HIP-TI land use.

**VIII. LANDSCAPE AND BUFFER CRITERIA.**

- A. A buffer consisting of two (2) rows of live oak trees spaced 25’ on center with a 4” caliper tree shall be placed within the landscape buffer lying between Lot 1A and Lot 6.
- B. The Owners shall preserve approximately 41.4%, or approximately 2,110 out of approximately 5,420 existing trees, which are 6” or larger, over the entire Property, pursuant to the following table:

<b>Lot Number</b>	<b>Estimated Number of Existing Trees</b>	<b>Estimated Number of Trees to be Preserved</b>	<b>Percentage</b>
Lots 1A and 1B	1,620	182	11.2%
Lots 2-5	476	40	8.4%
Lot 6	1,379	76	5.5%
Conservation Area	1,945	1,945	100.0%
<b>Total</b>	<b>5,420</b>	<b>2,243</b>	<b>41.4%</b>

The number of existing trees and trees to be preserved are estimated numbers based on surveys of representative areas of the Property. The Owners are not required to preserve the exact number of existing trees within each Lot as set forth above, as long as the total percentage of preserved trees is approximately 41.4% of the total number of existing trees over the entire Property.

- C. Landscape material style and size shall conform to the Seminole County Land Development Code Specifications.
- D. The Conservation Area shall be preserved as a permanent conservation easement area conveyed to the St. John’s River Water Management District prior to the issuance of the Final Certificate of Occupancy for the project.
- E. The Owners shall maintain a 25’ landscape buffer along S.R. 46 and a landscape buffer along Oregon Street as per the terms of the Revised Final Master PUD Plan.

**IX. MICELLANEOUS DEVELOPMENT COMMITMENTS.**

- A. The development of the Property shall comply with the Revised Final PUD Master Plan attached hereto as Exhibit “B”.
- B. Prior to the issuance of the Certificate of Occupancy for Lot 1A, the Owner of Lot 1A shall install a six foot (6’) masonry screening wall on the commercial side of the landscape buffer between Lot 1A and Lot 1B and on the commercial side of the landscape buffer between Lot 1A and Lot 6.

- D. The Owners shall provide a pedestrian access to all buildings within the commercial component of the PUD.
- E. Any traffic signal modifications needed as a result of development of the Property shall be paid for by the Owners of such portion of the Property which requires such modifications as a condition of development.
- F. Road improvements on S.R. 46 and Oregon Street, such as turn lanes, median openings, etc., shall be constructed concurrently with the development of that portion of the Property which will be benefited by such improvement as reflected on the Revised Final Master Plan.
- G. With respect to the automobile dealership use on Lot 1A, the following conditions shall apply:
  - i. No outdoor amplification of sound, including audible paging or speaker systems, shall be permitted within the development.
  - ii. No searchlights or beacons shall be permitted.
  - iii. The dealership shall install only shoe box-type lighting and shall comply with the requirements of the Seminole County Land Development Code. No lighting shall spill over onto the Lake Forest property.
  - iv. S.R. 46 identification signage shall be limited to a monument type sign with a maximum height of fifteen (15) feet. The exact materials shall be determined at the time of final engineering, but the pedestal of the sign shall be constructed of brick, stone, split face block or similar materials.

X. **PUBLIC FACILITIES.**

The Owner has received its Notice of Concurrency Review Test Results, Application Number 20-0102-010-0000 dated July 31, 2000, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to the concurrency of public facilities are the following:

**WATER:**

Water service shall be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Department of Environmental Protection Standards.

**SANITARY SEWER:**

Central sanitary sewer shall be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Department of Environmental Protection Standards.

**STORM DRAINAGE:**

Storm water drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and the St. John's River Water Management District's ERP regulations.

FIRE PROTECTION:

Fire Protection shall be provided by Seminole County. Fire hydrants shall be located according to Seminole County regulations.

XI. STANDARD COMMITMENTS.

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, of Seminole County.
- B. All obligations, liabilities, and responsibilities incurred or implied by the Owners of this agreement shall be assumed by any successors-in-interest of any portion of the Property.
- C. This agreement touches and concerns the Property, and the conditions, commitments and provisions of the agreement shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in full or in part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners of the Property have expressly covenanted and agreed to the provision and all other terms and provisions of this agreement.
- D. The terms and provisions of this agreement are not severable, and in the event any portion of this agreement shall be found to be invalid or illegal, then the entire agreement shall be null and void.

XII. INTERPRETATION; RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER.

This Revised and Restated Developer's Commitment Agreement is intended to supplant, supercede, and replace the NW Oregon PUD Final Master Plan Developer's Commitment Agreement dated August 28, 2001, and is further intended to summarize material provisions of the Revised Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Revised and Restated Developer's Commitment Agreement and the Revised Final Master Plan, the terms and conditions of the Revised and Restated Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Revised and Restated Developer's Commitment Agreement and Development Order Number 2000-0045, dated July 25, 2000, and recorded in Official Records Book 3907, Page 0006, public records of Seminole County, Florida, the terms of the Revised and Restated Developer's Commitment Agreement shall control. Unless modified by the terms of this Agreement or the Revised Final Master Plan, the terms of Development Order Number 2000-0045 shall remain in full force and effect.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARY ANNE MORSE  
Clerk of the Board

\_\_\_\_\_  
Daryl McLain, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, NW Oregon, Ltd., a Florida limited partnership, on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consent to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

OWNERS:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

NW OREGON, LTD., a Florida limited partnership

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: Schrimsher Investments Corporation,  
a Florida corporation, its general Partner

By: \_\_\_\_\_  
Steven Schrimsher, President

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by Steven Schrimsher, as the President of Schrimsher Investments Corporation, a general partner of NW Oregon, Ltd., who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Name of Notary, typed, printed or stamped)  
My Commission Expires:

OWNERS' CONSENT AND COVENANT

COMES NOW, Pulte Home Corporation, a Michigan corporation on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consent to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

OWNERS:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

PULTE HOME CORPORATION, a  
Michigan corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Douglas W. Puvogel, as Attorney in Fact for Pulte  
Home Corporation

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2004, by Douglas W. Puvogel, as Attorney in Fact for Pulte Home Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Name of Notary, typed, printed or stamped)  
My Commission Expires:

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

That part of Sections 20 and 29, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Begin at the Northwest corner of said Section 29; thence run N 89E44'08" E along the North line of the Northwest 1/4 of said Section 29 for a distance of 1938.92 feet to the Sanford Grant line; thence run N 24E38'27" E along said Sanford Grant line for a distance of 212.79 feet to the North line of the South 193.00 feet of the South 1/2 of the Southwest 1/4 in Sanford Grant of said Section 20; thence run N 89E44'08" E along said North line of the South 193.00 feet for a distance of 500.58 feet to the West line of a Florida Power Corporation Easement, as recorded in Deed Book 149, page 356, of the Public Records of Seminole County, Florida; thence run S 00E12'27" E along said West line for a distance of 193.00 feet to the North line of the Northwest 1/4 of said Section 29; thence run S 00E11'42" E along said West line for a distance of 240.91 feet to a point on a non-tangent curve concave Northwesterly and the Westerly right-of-way line of Oregon Avenue, as recorded in Official Records Book 3332, page 0477, of said Public Records, having a radius of 725.00 feet and chord bearing of S 36E10'17" W; thence run the following five (5) courses along said Westerly right-of-way line; Southwesterly along the arc of said curve through a central angle of 23E50'38" for a distance of 301.71 feet to the point of tangency; thence run S48E05'36" W for a distance of 333.46 feet to the point of curvature of a curve concave Southeasterly having a radius of 785.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 48E15'18" for a distance of 661.14 feet; thence run S03E55'26" W for a distance of 93.80 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 85E54'52" for a distance of 74.97 feet to the North right-of-way line of State Road 46 and the point of tangency; thence run S 89E50'18" W along said North right-of-way line for a distance of 1782.03 feet to the West line of the Northwest 1/4 of said Section 29; thence run N00E14'12" W along said West line for a distance of 1425.42 feet to the POINT OF BEGINNING.

Containing 72.902 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

ORLDOCS 10015530.1 BAM



NW OREGON

DESCRIPTION:

That part of Section 20 and 21, Township 18 South, Range 30 East, Seaside County, Oregon, containing the following description of land:

NW OREGON, LTD. CONSERVATION AREA

DESCRIPTION:

That part of Section 28, Township 19 South, Range 30 East, Seaside County, Oregon, containing the following description of land:

DEVELOPMENT AREA

DESCRIPTION:

That part of Section 20 and 21, Township 18 South, Range 30 East, Seaside County, Oregon, containing the following description of land:

OVERALL PUD SITE DATA

- TOTAL SITE AREA: 27,924 ACRES
TOTAL PRESERVED IN CONSERVATION AREA: 22,824 ACRES
TOTAL OPEN SPACE AREA PROVIDED: 20,429 ACRES (73%)

PROPOSED LAND COVER SUMMARY:

- TOTAL OPEN SPACE AREA REQUIRED (MINIMUM 20%): 18.24 ACRES
TOTAL OPEN SPACE AREA PROVIDED: 20,429 ACRES (73%)
TOTAL BLDG AND PAVEMENT: 3,119 ACRES

LANDSCAPE BUFFERS:

- MINIMUM PUBLIC RIGHTWAY BUFFER: 10'
MINIMUM EXTERIOR PUD SIDE BUFFER: 10'

BUILDING SETBACKS:

- MINIMUM EXTERIOR PUD SIDE SETBACKS: 10'
MINIMUM EXTERIOR PROPERTY LINE SETBACK: 10'

PROPOSED SITE IMPROVEMENT INFORMATION:

- SEWER: SEWERAGE COUNTY
WATER: SEWERAGE COUNTY
STORMWATER: SEWERAGE COUNTY

SITE LIGHTING:

- MAXIMUM POLE HEIGHT: LIGHT POLES SHALL BE 20' MAXIMUM HEIGHT
POLLING Poles SHALL BE PROVIDED TO SERVE DEVELOPMENT TO A MAXIMUM OF 20'

STORMWATER MANAGEMENT:

- STORM WATER MANAGEMENT FACILITIES WILL BE PROVIDED TO MEET WATER QUALITY AND WATER QUANTITY REQUIREMENTS IN ACCORDANCE WITH THE CITY OF SEASIDE WATER MANAGEMENT DISTRICT SPECIFICATIONS

NATURAL FEATURES:

- EXISTING TREES TO BE PRESERVED: 182

Table with 4 columns: LOT #, EX. TREES TO BE PRESERVED, PERCENTAGE, and VALUE. Includes rows for LOT 1 through LOT 18.

ALL ABOVE QUANTITIES ARE ESTIMATED

BASED ON THE INFORMATION PROVIDED AND THE BEST AVAILABLE DATA. THE CITY OF SEASIDE WILL CONDUCT A FIELD SURVEY TO VERIFY THE EXISTING TREE COUNT AND MEASUREMENTS.

SHADE NOTES ARE PER APPROVED MASTER PLAN DATED 6/20/00

LOT DATA

- LOT 1: COMMERCIAL/RETAIL/MULTI-FAMILY
TOTAL SITE AREA = 20,204 ACRES
TOTAL BLDG AND PAVEMENT = 1,200 ACRES

LOT 1A (COMMERCIAL/RETAIL)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1B (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1C (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1D (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1E (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1F (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1G (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1H (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1I (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1J (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1K (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1L (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

MASTER PLAN AMENDMENT (AMPHIB NOTES)

LOT DATA

- LOT 1: COMMERCIAL/RETAIL/MULTI-FAMILY
TOTAL SITE AREA = 20,204 ACRES
TOTAL BLDG AND PAVEMENT = 1,200 ACRES

LOT 1A (COMMERCIAL/RETAIL)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1B (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1C (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1D (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1E (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
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LOT 1F (MULTI-FAMILY)

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LOT 1G (MULTI-FAMILY)

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TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

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- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
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- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT 1L (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

LOT B (MULTI-FAMILY)

- TOTAL BLDG AND PAVEMENT = 1,200 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 1,800 ACRES

PARKING DATA:

- # OF UNITS = 300 UNITS
# PARKING REQUIRED (2 PER UNIT) = 600 SPACES INCLUDING GARAGE AND OVERHEAD GARAGE SPACES

ACHIEVEMENT OF PAYMENT NOT USED

- # OF UNITS = 300 UNITS
# PARKING REQUIRED (2 PER UNIT) = 600 SPACES INCLUDING GARAGE AND OVERHEAD GARAGE SPACES

ACHIEVEMENT OF PAYMENT NOT USED

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# PARKING REQUIRED (2 PER UNIT) = 600 SPACES INCLUDING GARAGE AND OVERHEAD GARAGE SPACES

ACHIEVEMENT OF PAYMENT NOT USED

- # OF UNITS = 300 UNITS
# PARKING REQUIRED (2 PER UNIT) = 600 SPACES INCLUDING GARAGE AND OVERHEAD GARAGE SPACES

PREPARED BY: TIPTON ASSOCIATES, INCORPORATED
6800 MACARTHUR BOULEVARD, SUITE 200
SEASIDE, OREGON 97138
PH: (407) 884-2000
FAX: (407) 885-0846

NW OREGON PUD FINAL MASTER PLAN SEMINOLE COUNTY, FLORIDA GENERAL NOTES

DESIGNED BY: VILLIE E. WILPE, P.E.
DATE: 12/02/03
PROJECT: 3-407.1
SHEET: 3 OF 10

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PUD ZONING CLASSIFICATION THE PUD ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

**Section 1. LEGISLATIVE FINDINGS.**

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled, "NW Oregon PUD Major Amendment".

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

**Section 2. REZONINGS.** The zoning classification assigned to the following described property is changed from PUD to PUD:

**SEE ATTACHED EXHIBIT A.**

**Section 3. TERMS.** This rezoning incorporates, and is contingent upon, execution of the Revised and Restated NW Oregon PUD Final Master Plan Developer's Commitment Agreement Commitments, Classifications, and District Description.

**Section 4. CODIFICATION.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

**Section 5. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 6. EFFECTIVE DATE.** A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department and recording of the Revised and Restated NW Oregon PUD Developer's Commitment Agreement Commitments, Classifications, and District Description in the Official Land Records of Seminole County.

ENACTED this 23rd day of March, 2004.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Daryl G. McLain  
Chairman

## EXHIBIT "A"

### LEGAL DESCRIPTION

That part of Sections 20 and 29, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Begin at the Northwest corner of said Section 29; thence run N 89E44'08" E along the North line of the Northwest 1/4 of said Section 29 for a distance of 1938.92 feet to the Sanford Grant line; thence run N 24E38'27" E along said Sanford Grant line for a distance of 212.79 feet to the North line of the South 193.00 feet of the South 1/2 of the Southwest 1/4 in Sanford Grant of said Section 20; thence run N 89E44'08" E along said North line of the South 193.00 feet for a distance of 500.58 feet to the West line of a Florida Power Corporation Easement, as recorded in Deed Book 149, page 356, of the Public Records of Seminole County, Florida; thence run S 00E12'27" E along said West line for a distance of 193.00 feet to the North line of the Northwest 1/4 of said Section 29; thence run S 00E11'42" E along said West line for a distance of 240.91 feet to a point on a non-tangent curve concave Northwesterly and the Westerly right-of-way line of Oregon Avenue, as recorded in Official Records Book 3332, page 0477, of said Public Records, having a radius of 725.00 feet and chord bearing of S 36E10'17" W; thence run the following five (5) courses along said Westerly right-of-way line; Southwesterly along the arc of said curve through a central angle of 23E50'38" for a distance of 301.71 feet to the point of tangency; thence run S48E05'36" W for a distance of 333.46 feet to the point of curvature of a curve concave Southeasterly having a radius of 785.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 48E15'18" for a distance of 661.14 feet; thence run S03E55'26" W for a distance of 93.80 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 85E54'52" for a distance of 74.97 feet to the North right-of-way line of State Road 46 and the point of tangency; thence run S 89E50'18" W along said North right-of-way line for a distance of 1782.03 feet to the West line of the Northwest 1/4 of said Section 29; thence run N00E14'12" W along said West line for a distance of 1425.42 feet to the POINT OF BEGINNING.

Containing 72.902 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**Minutes for the Seminole County  
Land Planning Agency/Planning and Zoning Commission  
March 3, 2004  
7:00 P.M.**

**Members present:** Dudley Bates, Chris Dorworth, Alan Peltz, Ben Tucker, and Walt Eismann

**Member absent:** Thomas Mahoney

**Also present:** Tony Walter, Assistant Planning Manager, Cindy Matheny, Principal Coordinator, Tina Deater, Senior Planner, Jeffrey Hopper, Senior Planner, Tony Matthews, Principal Planner, Cynthia Sweet, Planner

**D. NW Oregon PUD; Ken Wright/ Shutts & Bowen, applicants; 72.90 acres zoned PUD; Major Revision to PUD Master Plan; north side of SR 46, west of N. Oregon Avenue (Z2004-001)**

Commissioner McLain – District 5  
Tina Deater, Senior Planner

Tina Deater stated that The subject property is located on the northwest corner of the intersection of SR 46, and N. Oregon Street, and contains approximately 72.9 acres.

The property currently has a Planned Unit Development zoning designation and a Planned Development future land use designation. (Put up Master Plan) The proposed PUD amendment consists of converting the approved shopping center to an automobile dealership, which includes auto repair/service and a collision center, and an additional 154 townhouses. The existing approved uses and the proposed amendments are summarized in the staff report.

We have received several letters from concerned homeowners in Lake Forest. Copies of those letters were provided to you before the meeting tonight. The applicants met with the Lake Forest Homeowner's Association to address those concerns and the applicants and the HOA have agreed to the following conditions:

- (i) No outdoor amplification of sound, including audible paging or speaker systems, shall be permitted.

- (ii) Other than (a) a term commencing two (2) weeks prior to the grand opening of the dealership and continuing until one (1) month after the grand opening (a total of six (6) weeks), and (b) special promotions occurring once per year for no more than seven (7) consecutive days (which special promotions shall, in any event, be subject to all limitations set forth in the Seminole County Land Development Code), the dealership shall not feature or permit any tethered balloons, inflatables, flags or banners. Any tethered balloons, inflatables, flags or banners used during the permitted time periods shall not exceed a height of thirty (30) feet above ground level.

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- (iii) No searchlights or beacons shall be permitted.
- (iv) The dealership shall install only shoe box-type lighting. No lighting shall spill over onto the Lake Forest property.
- (v) The dealership will meet or exceed the Land Development Code for landscaping its perimeter areas.
- (vi) S.R. 46 identification signage shall be limited to a monument type sign with a maximum height of fifteen (15) feet. The exact materials shall be determined at the time of final engineering, but the pedestal of the sign shall be constructed of brick, stone, split face block or similar materials.

Staff revised the Developer's Commitment Agreement based upon these conditions and this revised Agreement is what you received before the meeting tonight. I want to point out that condition (ii) relating to banners and inflatables and condition (v) relating to landscaping do not appear in the revised DCA. That is because the DCA states that: Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, of Seminole County. Conditions ii and v are already minimum standards in the Seminole County Land Development Code. The only time we include conditions in a DCA is when they differ from the requirements of the Land Development Code.

Under the original approved Developer's Commitment Agreement, there was a minimum 50 foot building setback on Lot 6 separating the multi-family development on Lot 6 from the commercial development on Lot 1. With this revision, the applicant is proposing to reduce the minimum building setback on Lot 1B (multi-family) to 15 foot from the Lot 1A (car dealership/collision center) boundary line. Staff believes that auto sales and a collision center equal the intensity of the originally proposed retail center; therefore the minimum 50 foot building setback should apply to the multi-family development on Lot 1B.

There has been some discussion with the applicant regarding revising the tree preservation calculations to allow the removal of additional trees on Lots 1A and 1B and mitigating them with replacement trees of a larger number and caliper than required. This revision does not affect the conservation area adjacent to the Lake Forest development. However, at this time we have not received a proposed tree replacement schedule from the applicant, but if we receive one by March 23<sup>rd</sup>, it will be discussed at the Board of County Commissioners meeting.

Ms. Deater said that staff recommends approval of the requested major PUD amendment, subject to the Revised Master Plan and Revised and Restated Developer's Commitment Agreement with the condition that a 50 foot minimum building setback is applied on Lot 1B from the Lot 1A Boundary Line.

Ken Wright stated that Meredith Harper Pickens has worked with applicants and the Lake Forest community. This site was an old, ill fated Wal-Mart site. Mr. Wright stated that he agreed with the staff report. He will work on the language of the tree section. The only issue is the buffer between the townhomes and the car dealership. Originally this was to be a shopping center and later a Wal-Mart.

Mr. Wright pointed out an easement for the FDOT running through the property for drainage from SR 46. This buffer between the commercial element of the PUD and the townhomes will be 50 feet. Mr. Wright said that he is representing Pulte Homes (townhome developer) and the auto dealership owner. All parties are represented here. Differences at this point pertain to trees and the wall buffer. It is a dangerous precedent to intercede between 2 purchasers. These two properties will be developed together. This will be a state of the art Cadillac repair shop. It will be sound proofed and have no open bays. It will operate between 9 a.m. and 4:30 or 5:00 p.m. The two developers have agreed on what is needed to get the most out of the sites on both parts. Staff has been supportive throughout the process.

Bob Manual of 5336 Fawn Woods Court, Sanford, said that he does not oppose the application, as long as everything is held to the County LDC. He does have a problem with the Bill Heard dealership. It has an audible system which is an irritant. He is concerned with the position of the body shop. We have suggested that the service bay doors face east and west, so as not to face the townhomes.

Ken Wright stated that It is 1,800 feet through conservation to get to Lake Forest. The existing Seminole Ford is 2,200 feet from homes. The auto dealership site has been designed. If the body shop is turned, it is not efficient use of the property. It will be a state of the art building. It is in excess of minimum distances.

Commissioner Harris asked if Pulte Homes is comfortable with the car dealership plans.

Mr. Wright said that it was; he wants to reduce the building setback to 15 feet; The car dealership/ townhouse wall will be to the benefit of the residential use.

The public hearing was now closed.

Commissioner Tucker stated that he had made a tour of the area and saw three new body shops. The trend is for 24 hours of operation, 7 days per week open for business. This will be a 9 to 5 operation. We need to look at setbacks if it is more than 9 to 5. If we are including 9 – 5 and not night time use, then it is OK. Wal-Mart operations would have been more than that.

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**Commissioner Dorworth made a motion to recommend approval of the request for a major amendment to an existing PUD agreement, located on the northwest corner of the intersection of SR 46, and N. Oregon Street, subject to the amended and restated Developer’s Commitment Agreement with the following two conditions:**

- 1. The hours of operation of the collision center shall be limited to 9:00 AM to 5:00 PM; and**
- 2. The minimum building setback on Lot 1B adjacent to the Lot 1A boundary line shall be 15 feet.**

**Commissioner Tucker seconded the motion.**

Commissioner Harris said that he agrees with the motion. If the developers are comfortable with the setbacks between their two parcels, the County should not interfere. In a PUD things can be done in a flexible manner with negotiation between parties.

Tina Deater asked for clarification; did it include the stipulation of the 9a.m. to 5 p.m. hours of operation for the collision center only?

Mr. Wright agreed that the collision center only would have the hours of 9 a.m. to 5 p.m.

**The motion passed 6 – 0.**