

Item # 76

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Lakeview at Heathrow PUD Minor Amendment and Final Master Plan (Meredith H. Pickens / Shutts & Bowen, applicant)

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Don Fisher **CONTACT:** Jeff Hopper **EXT.** 7431

Agenda Date	<u>7/13/04</u>	Regular	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Work Session	<input type="checkbox"/>	Briefing	<input type="checkbox"/>
		Public Hearing – 1:30	<input type="checkbox"/>	Public Hearing – 7:00	<input type="checkbox"/>				

MOTION/RECOMMENDATION:

1. APPROVE the PUD Minor Amendment and Final Master Plan for Lakeview at Heathrow PUD and authorize the Chairman to execute same; located on the west side of Banana Lake Road, 0.7 mile south of CR 46A, subject to staff recommendations (Meredith H. Pickens, applicant); or
2. DENY the PUD Minor Amendment and Final Master Plan for Lakeview at Heathrow PUD and authorize the Chairman to execute same; located on the west side of Banana Lake Road, 0.7 mile south of CR 46A, (Meredith H. Pickens, applicant); or
3. CONTINUE the request until a time and date certain.

(District 5 – Comm. McLain)

(Jeff Hopper, Senior Planner)

BACKGROUND:

The applicant is requesting approval of a Final Master Plan and Developer's Commitment Agreement for Lakeview at Heathrow. Previously approved in January 2002 under the name Colonial Grand at Heathrow, the development would consist of 252 multi-family units at the south end of Banana Lake Road, at a maximum density of 12 units per net buildable acre. In addition to Final Master Plan approval, the applicant is requesting a minor PUD amendment to reduce buffer and setback requirements relative to the adjacent property to the north.

The abutting site on the north is the location of Banana Lake PUD, approved for single family development at 4 units per acre, which is significantly higher than allowed under the zoning and land use classifications in place at the time Colonial Grand was approved in

Reviewed by:	<u>KAC</u>
Co Atty:	<u>KAC</u>
DFS:	<u>MTW</u>
OTHER:	<u>MTW</u>
DCM:	<u>SS</u>
CM:	<u>JH</u>
File No.	<u>rpdp02</u>

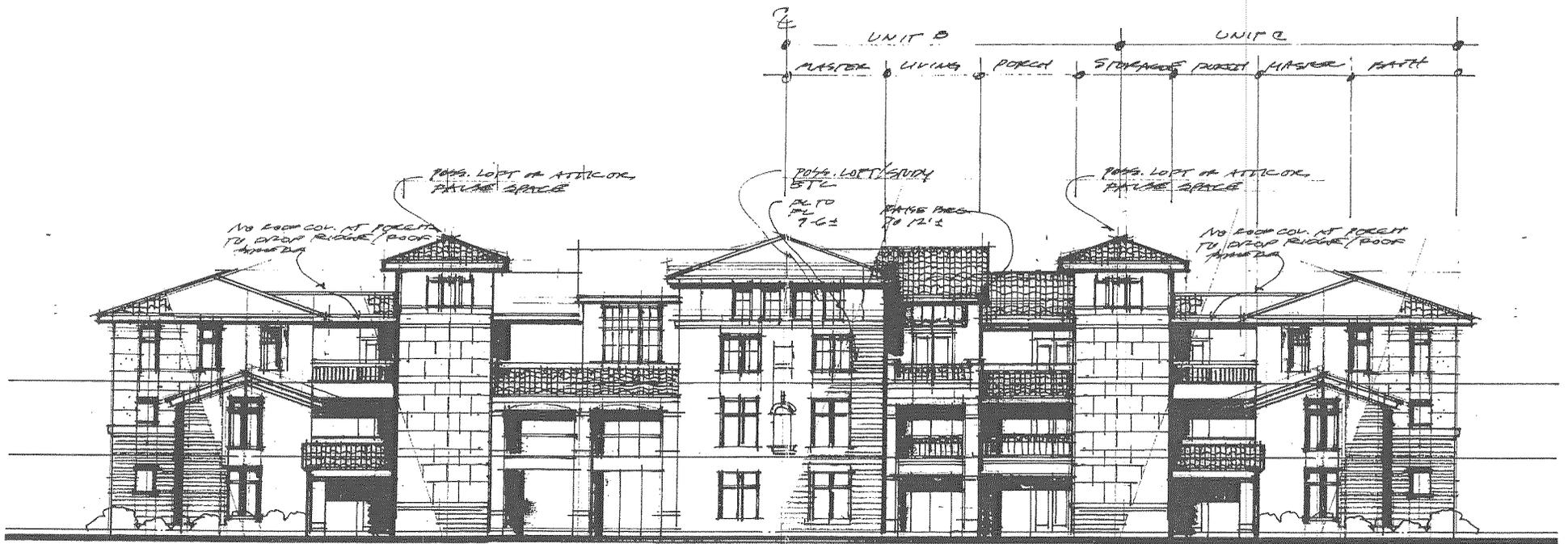
2002. The requested PUD amendment would reduce the required building setback on the north from 200 feet to the following:

- 30' for 2-story buildings
- 55' for 3-story buildings
- 10' for detached garage structures

In addition, the amendment would substitute normal code standards for detailed buffering and landscaping criteria established in the original developer's commitment agreement. The developer of the Banana Lake PUD site has indicated support for the applicant's current proposal.

STAFF RECOMMENDATIONS:

Staff recommends APPROVAL of the requested minor PUD amendment and Final Master Plan.



Gracie

3/22" = 1'-0"

LAKEVIEW & HEATHROW

04105

MAR 2004

**AMENDED AND RESTATED
 COLONIAL GRAND AT HEATHROW RESERVE
 FINAL MASTER PLAN
 DEVELOPER'S COMMITMENT AGREEMENT
 COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

The Board of County Commissioners of Seminole County hereby amends, in its entirety, the above referenced Developer's Commitment Agreement on this 13th day of July, 2004, 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". The Property shall be known as Lakeview at Heathrow.

II. **PROPERTY OWNER.** The current property owner is Lakeview at Heathrow, LLC, a Florida limited liability company, whose address is 735 Primera Boulevard, Suite 200, Lake Mary FL 32746.

III. **STATEMENT OF BASIC FACTS.**

- A. Total Acreage: 28.90 acres
- B. Zoning: Planned Unit Development (PUD)
- C. Density for Multifamily: 12 dwelling units per net buildable acre, or 252 dwelling units maximum
- 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 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 commitments run with, and follow and perpetually burden the Property.

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

<u>Use</u>	<u>Maximum No. of Dwelling Units or Square Footage of Building Area</u>	<u>% of Site</u>
Multi-Family	252 units – 12.39 acres	42.87%
Stormwater Retention	N/A – 3.13 acres	10.83%
Open Space/Recreation	N/A – 9.04 acres	31.28%
Island Lake	4.34 acres	15.02%

Total 252 units - 28.90 acres 100.00%

V. OPEN SPACE CALCULATIONS.

Open Space shall be provided at an overall rate of 25%, or a minimum of 7.23 acres throughout the entire PUD. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space in the PUD. Common useable open space shall be provided in accordance with exhibit "C".

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

Total Land Area: 28.90 acres
Open Space Required: 25% = 28.90 acres x 0.25 = 7.23 acres
Open Space Provided: 9.04/ 28.90 acres = 31.28%

VI. BUILDINGS SETBACKS.

- Minimum 30' building setback between multifamily buildings
• Minimum 60' building setback from eastern property boundary
• Minimum 300' building setback from western property boundary
• Minimum 10' building setback from northern and southern property boundary for garages
• Minimum 30' building setback from northern and southern property boundary for two-story buildings
• Minimum 55' building setback from northern and southern property boundary for three-story buildings

Maximum Building Height

35' for three-story multi-family buildings + 10% for architectural cosmetic or decorative amenities.

VII. PERMITTED USES.

Multi-Family: Multifamily housing and those uses associated with R-4 and R-3 zoning.

VIII. LANDSCAPE AND BUFFER CRITERIA.

The Owner shall save specimen trees to the extent practicable along the western boundary of the Property. Where necessary, the Owner shall plant replacement trees along the dry stormwater pond banks in accordance with County arbor regulations. The Owner shall preserve a 25-foot buffer adjacent to the wetlands along Island Lake. A portion of the dry stormwater system may encroach into the 50-foot buffer area.

IX. DEVELOPMENT COMMITMENTS.

- A. The development of the Property shall comply with the Revised Final Master Plan attached hereto as Exhibit "B".

- B. The Owner may install only cut-off lighting/fixtures, which shall be limited to a maximum height of 16 feet. Lighting fixtures shall be located no closer than 50 feet from the lakefront of Island Lake. Light intensity shall not exceed 0.5 foot candles at the eastern shoreline of Island Lake.
- C. The Owner may provide boardwalks and other passive recreational amenities along Island Lake. However, no motorized personal watercraft nor boats shall be permitted.

X. **PUBLIC FACILITIES.**

The Owner has submitted the Property for a concurrency review. 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 service 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, in effect in Seminole County at the time of the permit issuance.
- B. When the term "Owner" is used herein, it shall be taken or construed to mean Lakeview at Heathrow, LLC, a Florida limited liability company. All obligations, liabilities, and responsibilities incurred or implied by the Owner by 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 Owner of the Property has expressly covenanted and agreed to the provision and all other terms and provisions of the agreement.

- D. The terms and provisions of the 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 Amended and Restated Developer's Commitment Agreement is 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 Amended and Restated Developer's Commitment Agreement and the Revised Final Master Plan, the terms and conditions of the Amended and Restated Developer's Commitment Agreement shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Daryl G. McLain, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, Lakeview at Heathrow, LLC, a Florida limited liability company, 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:

Print Name: _____

Print Name: _____

OWNERS:

LAKEVIEW AT HEATHROW, LLC, a
Florida limited liability company

By: _____
Stephen Valentine, its Managing Member

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2004, by Stephen Valentine, as the Managing Member of Lakeview at Heathrow, LLC, a Florida limited liability company, 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

Parcel 1:

Begin at a point 896.8 feet East and 164 feet North of the Northeast corner of the S 1/2 of the SW 1/4 of Section 1, Township 20 South, Range 29 East; thence run East 895.5 feet to the East line of said Section; thence North along said line 344.4 feet; thence West 1236.1 feet to the Northeast corner of Lot 8 of Island Lake Park as recorded in Plat Book 9, Page 89 of the Public Records of Seminole County, Florida; thence South 45° East along the Northeasterly line of Lot 8, Island Lake Park 522.41 feet to the point of beginning. (ORB 3819, PG 930)

LESS

A parcel of land located in the North 1/2 of the Southeast 1/4 of Section 1, Township 20 South, Range 29 East, Seminole County, Florida, being described as follows:

Begin at the Northeast corner of Lot 8, Island Lake Park, as shown in Plat Book 9, Page 89, of the Public Records of Seminole County, Florida, thence run S89°52'48" E, a distance of 1239.44 feet to the center line of the existing 50 foot wide Banana Lake Road; thence S00°21'30" E, along the centerline of said Banana Lake Road right-of-way 60.00 feet; thence departing said centerline, run N89°52'48"W, a distance of 955.00 feet; thence N44°52'48"W, a distance of 63.64 feet; thence N89°52'48"W, a distance of 244.35 feet to the Easterly line of the aforementioned Lot 8 of Island Lake Park; thence N44°34'00"W, along said Easterly lot line, a distance of 21.10 feet, to the point of beginning. (ORB 3835, PG 1122)

TOGETHER WITH:

Parcel 2:

Lots 1 through 8, and all of the grantor's rights to the right-of-way of Island Lake Drive (a 25 foot right-of-way) according to the plat of Island Lake Park, as recorded in Plat Book 9, Page 89 of the Public Records of Seminole County, Florida.

TOGETHER WITH:

Parcel 3

Those lands lying in Government Lot 2, Section 1, Township 20 South, Range 29 East, Seminole County, Florida, that are lying South of and within 200 feet of the South line of Parcel 1 and the South line of Island Lake Drive, as described above.

Parcel 3 being more particularly described as follows:

Begin at the Northeast Corner of the South 1/2 of the Southwest 1/4 of Section 1, Township 20 South, Range 29 East; thence N.89°57'27"E. along the South line of the plat of "Island Lake Park" as recorded in Plat Book 9 Page 89 of the public records of Seminole County, Florida, for 897.19 feet to the Southeast corner thereof; thence N.00°05'21"E. along the East line of said plat for 164.00 feet; thence N.89°57'27"E. for 898.77 feet to a point on the West line of Section 6, Township 20 South, Range 30 East; thence S.00°07'41"E. along said West line for 200.00 feet; thence S.89°57'27"W. for 702.71 feet to a non-tangent curve concave Northwesterly; thence Southwesterly along the arc of

said curve, having a radius of 200.00 feet and a chord bearing of S.50°08'34"W., through a central angle of 79°37'47", for 277.96 feet to the point of tangency; thence S.89°57'27"W. for 898.31 feet to a point on the East line of Lot 1 of the aforesaid plat; thence N.00°16'38"E. along said East line for 200.00 feet to the POINT OF BEGINNING.

Parcels 1, 2 and 3 together being more particularly described as follows:

Commence at the Northeast corner of the South 1/2 of the Southwest 1/4 of Section 1, Township 20 South, Range 29 East, Seminole County, Florida, per said plat of ISLAND LAKE PARK; thence S.00°16'38"W., along the East line of the Southwest 1/4 of said Section 1 and the East line of Lot 1, for 200.00 feet to the POINT OF BEGINNING; thence continue S.00°16'38"W., along said East line, for 150.00 feet to the Southeast corner of Lot 1; thence N.89°43'22"W., along the South line of said Lot 1, for 285.00 feet to the Southwest corner of Lot 1; thence N.00°16'38"E., along the West line of Lot 1, for 560.00 feet, to the Northwest corner of Lot 1; thence S.89°43'22"E., for 285.00 feet, to the Northeast corner of Lot 1; thence N.00°16'38"E., for 298.40 feet, to the Northwest corner of Lot 2, ISLAND LAKE PARK; thence S.89°43'22"E., along the North line of ISLAND LAKE PARK for 547.30 feet, to the Northeast corner of Lot 8, ISLAND LAKE PARK; thence S.45°32'59"E., along the Northeasterly line of Lot 8, for 21.35 feet; thence N.89°49'01"E., along the South line of that certain parcel as described in Official Records Book 3835, Page 1119, Public Records, Seminole County, for 230.44 feet; thence S.45°10'59"E., along said South line, for 63.64 feet; thence N.89°49'01"E., along said South line, for 955.00 feet, to the East line of said Section 1; thence S.00°07'41"E., along the East line of Section 1, for 484.40 feet, to the South line of the North 36 feet of the South 1/2 of Government Lot 2, said Section 1; thence S.89°57'27"W. along said South line for 702.71 feet to a non-tangent curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 200.00 feet and a chord bearing of S.50°08'34"W., through a central angle of 79°37'47", for 277.96 feet to the point of tangency; thence S.89°57'27"W., parallel with and 200 feet South of the South line of ISLAND LAKE PARK, for 898.31 feet to the POINT OF BEGINNING.

Containing 28.534 acres, more or less, including lake bottom and submerged lands.

EXHIBIT "B"

FINAL MASTER PLAN

SITE DATA

USDA SCS SOIL TYPES-
 PREP. INTERIM REPORT,
 SEMINOLE COUNTY, FL
 SOIL SURVEY, 1987)

ZONING: PUD PLANNED UNIT DEVELOPMENT
 EXISTING USE: SINGLE-FAMILY RESIDENTIAL AND VACANT WOODED LOTS

PROPOSED USE: MULTI-FAMILY RESIDENTIAL
 MAX BUILDING HEIGHT: 38 FEET ± 10X = 38.5 FEET (3-STORY)

EXISTING FLUCCS: 110 RESIDENTIAL, LOW DENSITY
 281 FALLOW CROPLAND
 434 WARDWOOD-CORPHER MIDRED LAKE
 823 LAKE

PROPOSED FLUCCS: 133 MULTIPLE DWELLING UNITS
 100YR FLOOD ELEVATION: EL. 47.6

FLOOD ZONE INFORMATION: DEVELOPMENT WITHIN "ZONE X" WHICH IS
 DEFINED AS AN AREA DETERMINED TO BE
 OUTSIDE 800-YEAR FLOOD-PLAIN (EL. 47.6)
 PREP. FROM FIRM FOR SEMINOLE COUNTY, FL
 PARCEL NO. OF 800 MAP # 211100040 E, 4/17/80

PROJECT DENSITY (282 UNITS/28.90ac) = 8.72 UNITS/ACRE

LAND USE

IMPERVIOUS:		
BUILDING AREA	5.56 AC (233,617 SF)	18.55%
ASPHALT CONC. PAVMT/CURB	5.44 AC (237,073 SF)	18.42%
SIDEWALKS	1.89 AC (80,458 SF)	5.90%
ENTRANCE (OFFSITE)	0.05 AC	N/A
TOTAL IMPERVIOUS	12.94 AC	42.87%

PERVIOUS:		
STORMWATER RETENTION (TOP OF BANK)	3.88 AC (168,013 SF)	15.43%
OPEN SPACE	8.29 AC (361,112 SF)	26.66%
ISLAND LAKE	4.34 AC (189,050 SF)	15.02%
TOTAL PERVIOUS:	16.51 AC	57.13%

TOTAL PROJ. AREA (INCLUDING 66' WIDE VACATED R/W) 28.90 AC 100.00%

MINIMUM BUILDING SETBACKS

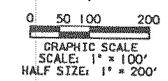
NORTH AND SOUTH PROPERTY LINE: 10.0' TO GARAGE
 30.0' TO TWO STORY
 55.0' TO THREE STORY
 EAST PROPERTY LINE: 80.0'
 WEST PROPERTY LINE: 30.0'
 BETWEEN BLDGS: 30.0'

PARKING

REQUIRED FROM SEMINOLE COUNTY LOC. SECTION 30.1221; DWELLING STRUCTURES,
 100 (2) SPACES FOR EACH DWELLING UNIT
 DWELLING UNITS: 282 UNITS
 REQUIRED HANDICAP: 10 SPACES
 POOL/RECREATION: 8 SPACES
 TOTAL REQUIRED PARKING: 510 SPACES

PROPOSED GARAGES (1 CAR)	8 PER BLDG X 3 BLDGS	24
8 UNIT STACKED FLAT	14 PER BLDG X 2 BLDGS	28
15-UNIT STACKED FLAT	12 STALLS X 7 BLDGS	84
STAND ALONE	8 STALLS X 3 BLDGS	24

PARKING SPACES		
8'X18' SPACES	208	
10'X22' PARALLEL SPACES	228	
10'X20' 90° SPACES	14	
17'X30' HANDICAP SPACES	10	



LEGEND

- SOIL TYPE DELINEATIONS (APPROXIMATED FROM USDA-SCS SOIL SURVEY FOR SEMINOLE COUNTY, 1987; INTERIM REPORT)
- SOIL NUMBER (SEE SITE DATA FOR NAME)
- PROPOSED SIDEWALK / PEDESTRIAN CIRCULATION SYSTEM

OWNER:
 JT CALLAHAN
 735 PRIMAVERA BOULEVARD NO. 200
 LAKE MARY, FL 32746

CIVIL ENGINEER:
 P.E.S.J.
 882 S. KELLER ROAD
 ORLANDO, FL 32810

GEOTECHNICAL ENGINEER:
 UNIVERSAL ENGINEERING SCIENCES
 1822 MACCIE BLVD
 ORLANDO, FL 32811

ARCHITECT:
 SCOTT ARCHITECTURE
 222 SOUTH KELLER ROAD
 SUITE 200
 ORLANDO, FL 32810

DWELLING UNIT INFORMATION

BUILDING NO.	BUILDING TYPE	# OF UNITS
01	THREE STORY	24
02	THREE STORY	28
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252	THREE STORY	28

MICHAEL J. SPRENGER, P.E.
 FLORIDA REG. NO. 58267
 PROJECT NO. 11-161-001-REV
 DATE: 11/16/01

JT CALLAHAN
 735 PRIMAVERA BOULEVARD
 LAKE MARY, FL 32746

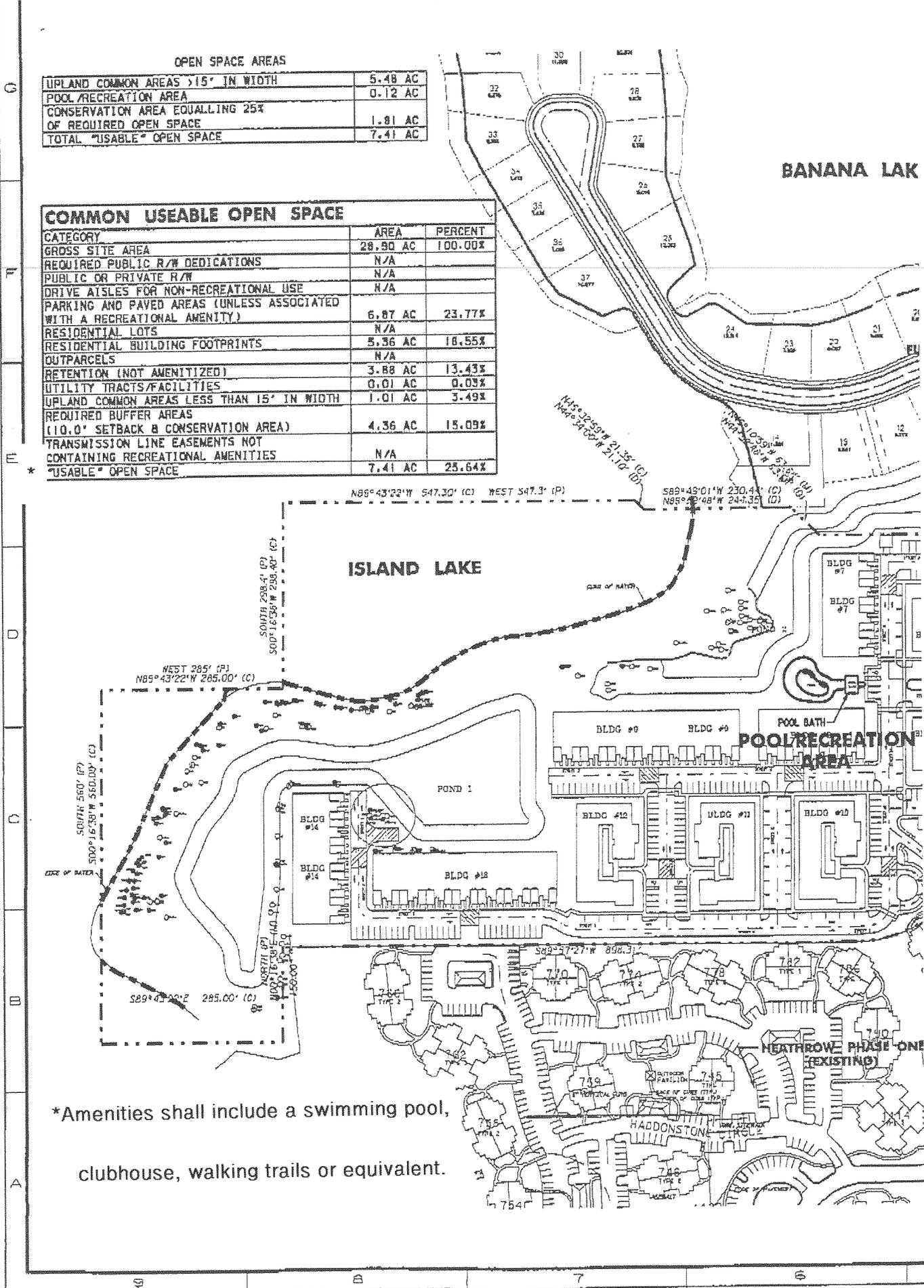
**LAKEVIEW AT HEATHROW
 MULTI-FAMILY DEVELOPMENT**
 FINAL MASTER PLAN

TITLE: CM-0

JOB NO.: 071357300
 DRAWN BY: BEN
 CHECKED BY: BEN
 PREPARED BY: MCS
 APPROVED BY: MCS
 SHEET NO. 1 OF 1

OPEN SPACE AREAS	
UPLAND COMMON AREAS >15' IN WIDTH	5.48 AC
POOL/RECREATION AREA	0.12 AC
CONSERVATION AREA EQUALLING 25% OF REQUIRED OPEN SPACE	1.81 AC
TOTAL "USABLE" OPEN SPACE	7.41 AC

COMMON USEABLE OPEN SPACE		
CATEGORY	AREA	PERCENT
GROSS SITE AREA	28.90 AC	100.00%
REQUIRED PUBLIC R/W DEDICATIONS	N/A	
PUBLIC OR PRIVATE R/W	N/A	
DRIVE AISLES FOR NON-RECREATIONAL USE	N/A	
PARKING AND PAVED AREAS (UNLESS ASSOCIATED WITH A RECREATIONAL AMENITY)	6.87 AC	23.77%
RESIDENTIAL LOTS	N/A	
RESIDENTIAL BUILDING FOOTPRINTS	5.36 AC	18.55%
OUTPARCELS	N/A	
RETENTION (NOT AMENITIZED)	3.88 AC	13.43%
UTILITY TRACTS/FACILITIES	0.01 AC	0.03%
UPLAND COMMON AREAS LESS THAN 15' IN WIDTH	1.01 AC	3.49%
REQUIRED BUFFER AREAS (10.0' SETBACK & CONSERVATION AREA)	4.36 AC	15.09%
TRANSMISSION LINE EASEMENTS NOT CONTAINING RECREATIONAL AMENITIES	N/A	
*"USABLE" OPEN SPACE	7.41 AC	25.64%



*Amenities shall include a swimming pool, clubhouse, walking trails or equivalent.

**COLONIAL GRAND AT HEATHROW RESERVE
FINAL MASTER PLAN
DEVELOPER'S COMMITMENT AGREEMENT
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On January 22, 2002, the Board of County Commissioners of Seminole County, Florida and Colonial Realty Limited Partnership executed the Developer's Commitment Agreement relating to and touching and concerning the following described property:

I. LEGAL DESCRIPTION

See attached Exhibit "A"

The Final PUD Master Plan, a reduced copy of which is attached hereto as Exhibit "B", has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement.

II. PROPERTY OWNER

The current Property owner is Colonial Realty Limited Partnership ("Owner").

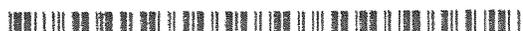
III. STATEMENT OF BASIC FACTS

- A. Total Acreage: 28.535 acres
- B. Zoning: PUD (Planned Unit Development)
- C. Density 12 dwelling units per net buildable acre, or 252 dwelling units maximum
- D. 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.
- E. 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.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 04745 PG 0856
FILE NUM 2003044763
RECORDED 03/14/2003 02:44:06 PM
RECORDING FEES 42.00
RECORDED BY J Eckenroth

BK 0 2 9 4 PG 1 6 0 8

RETURN TO SANDY MCCANN



IV. LAND USE BREAKDOWN

<u>Use</u>	<u>Max. No. of Dwelling Units</u>	<u>GrossArea</u>	<u>% of Site</u>
Multi-Family	252 Units	3.91 acres	13.71%
Drainage	N/A	3.78 acres	13.25%
Impervious Area	N/A	5.3 acres	18.58%
Open Space/Recreation	N/A	11.415 acres	40.00%
Total	252	28.532 acres	100%

V. OPEN SPACE CALCULATIONS

Open Space shall be provided at an overall rate of 25%, or a minimum of 5.25 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: 28.535 acres
 Open Space Required: 25% = 28.535 acres x 0.25 = 7.13 acres
 Open Space Provided: 11.415 acres 28.535 acres = 40.0%

VI. BUILDING SETBACKS

A. **Minimum Building Setbacks:**

- Minimum 30' Building Setback between apartment buildings
- Minimum 200' Building Setback from northern boundary
- Minimum 60' Building Setback from eastern property boundary
- Minimum 300' Building Setback from western property boundary

B. **Maximum Building Height**

35' plus 10% for architectural treatment for Buildings

VII. PERMITTED USES

Multifamily housing and ancillary uses.

VIII. LANDSCAPE & BUFFER CRITERIA

- A. A 6-foot wall on a 2-foot berm, or a 5-foot wall on a 3-foot berm, to be located at least sixty-one (61) feet from the northern boundary of the Property, except the wall may be located fifteen (15) feet from the northern boundary as depicted on the Final Master Plan attached hereto as Exhibit "B"; and in the one hundred year flood plain area adjacent to Island Lake in lieu of the wall an 8-foot tall vinyl-coated chain link fence may be installed to the normal high water elevation of Island Lake
- B. A row of off-set trees shall be planted within the area fifteen (15) feet north of the above-described wall, unless otherwise agreed to by the Seminole County Director of Planning and the adjacent property owners.
- C. A row of off-set trees shall be planted south of the above-described wall. The trees required in this condition and "B" above shall create an "off-set" effect by the two rows of trees being staggered in relation to each other.
- D. No structures or parking lots shall be located in the 200-foot buffer, except stormwater control and retention facilities may be located in that portion of the buffer area located south of the above-described wall.
- E. Landscape material style and size shall conform to Seminole County Land Development Code specifications.
- F. The Owner shall save specimen trees to the maximum extent practicable on the western boundary of the Property. Where necessary, replacement tree plantings in accordance with County arbor regulations shall be required. Where necessary, supplemental plantings of canopy and understory trees may be required to buffer the view of the complex from neighboring properties. Supplemental plantings shall be determined during site plan review.
- G. The buffer along Island Lake shall be a minimum of fifty feet (50'), with an additional twenty foot (20') building setback, in which minor recreational uses (boardwalks, picnic tables, and similar uses) are permitted.

IX. ADDITIONAL 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 Planning Manager of Seminole County pursuant to the Land Development Code.

- B. Lighting shall be limited to 31" acorn type-lights mounted on 12' poles. Lighting fixtures shall be located no closer than fifty feet (50') to the north property line or directly upon the lakefront. Light intensity shall not exceed 0.5 foot-candles at the northern and western property boundaries.
- C. The Owner shall comply with all applicable FDOT and Seminole County traffic design standards.
- D. Parking spaces shall be separated from Island Lake by the Project's stormwater management system and a tier of apartment buildings.
- E. The apartment buildings shall be similar in scale and architecture to that featured in the existing phase of the apartment project.
- F. The Owner may provide boardwalks and other passive recreational amenities along Island Lake. However, no motorized personal watercraft or boats shall be permitted.
- G. The Owner shall investigate means to cooperatively improve and maintain Island Lake, including possible partnerships with homeowners associations within Heathrow or other applicable entities.

X. **PUBLIC FACILITIES**

The Owner has submitted the Property for a concurrency review. 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 hydrants shall be located according to Seminole County regulations.

XI. STANDARD COMMITMENTS

- A. 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 Colonial Realty Limited Partnership. 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 _____, and recorded in Official Records Book _____, Page _____, Public Records of Seminole County, Florida, the terms of the Development Order shall control. Unless modified by the terms of this Agreement or the Final Master Plan, the terms of Development Order Number _____ shall remain in full force and effect.

This Developer's Commitment Agreement was executed by the parties:

WITNESSES:

Betsy J. Morgan
Print Name: Betsy J. Morgan

Brandi L. Singleton
Print Name: Brandi L. Singleton

COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware Limited Partnership

By: Colonial Properties Trust, an Alabama declaration of trust, its general partner

Charles A. McGehee
By: _____

Charles A. McGehee, its Vice President

STATE OF ~~FLORIDA~~ **ALABAMA**
COUNTY OF Jefferson

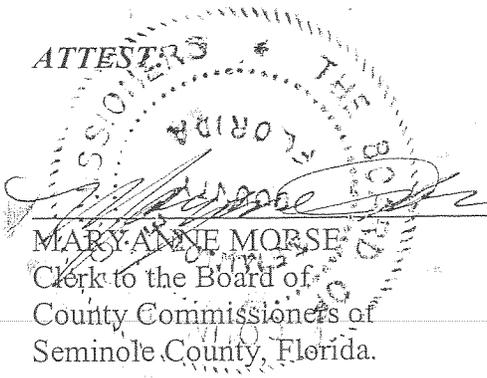
The foregoing instrument was acknowledged before me this 21 day of February, 2003, by Charles A. McGehee, as the Vice President of Colonial Properties Trust, an Alabama declaration of trust, the general partner of Colonial Realty Limited Partnership, who is personally known to me or who has produced as identification.

Patricia M. Gragg
Notary Public


PATRICIA M. GRAGG
(Name of Notary) Typed, printed, or stamped
My Commission Expires: February 2, 2005
Bartlett and Colonial Insurance Agency

FILE NUM 2003044763
OR BOOK 04745 PAGE 0861

ATTEST



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

Darryl G. McLain, Chairman

Date: _____

3-11-03

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

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 January 22,
2002 regular meeting.

County Attorney

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

EXHIBIT A
THE PROPERTY

FILE NUM 2003044763
DR BOOK 04745 PAGE 0863

EXHIBIT B
FINAL MASTER PLAN