

Item # 48

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

**SUBJECT:** Lakeview Estates PUD Final Master Plan and Developer's Commitment Agreement (Meredith H. Pickens / Shutts & Bowen, applicant)

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

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

<b>Agenda Date</b> <u>7/27/04</u> <b>Regular</b> <input checked="" type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

1. APPROVE the Final Master Plan and Developer's Commitment Agreement for Lakeview Estates PUD and authorize the Chairman to execute same; located on the west side of AAA Boulevard, 1/2 mile north of International Parkway, subject to staff recommendations (Meredith H. Pickens, applicant); or
2. DENY the Final Master Plan and Developer's Commitment Agreement for Lakeview Estates PUD; located on the west side of AAA Boulevard, 1/2 mile north of International Parkway, (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 Estates, approved in August 2003 as Banana Lake PUD. The development would consist of 37 single family homes at a maximum density of 4 units per net buildable acre.

The abutting site to the south is the location of Lakeview at Heathrow (formerly Colonial Grand at Heathrow Reserve), approved for multi-family development at up to 12 units per acre. Both projects will share a common access connecting to AAA Boulevard to the south, while the existing access from Banana Lake Road will be closed at the north boundary of the subject property. Lakeview Estates will provide a brick or masonry wall, as well as a vehicular turnaround feature, at the south end of Banana Lake Road, preventing entry from the north.

<b>Reviewed by:</b> <b>Co Atty:</b> <u>[Signature]</u> <b>DFS:</b> _____ <b>OTHER:</b> <u>[Signature]</u> <b>DCM:</b> <u>[Signature]</u> <b>CM:</b> <u>[Signature]</u> <b>File No.</b> <u>rpdp03</u>
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**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the requested Final Master Plan and Developer's Commitment Agreement.

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**DEVELOPER'S COMMITMENT AGREEMENT  
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION  
LAKEVIEW ESTATES**

On July 27, 2004 the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

I. **LEGAL DESCRIPTION:** The legal description of the PUD is attached hereto as Exhibit "A".

II. **PROPERTY OWNER:** The current property owner is J. T. Callahan.

III. **STATEMENT OF BASIC FACTS.**

- A. Total Acreage: 26.50 acres
- B. Zoning: Planned Unit Development (PUD)
- C. Density  
4 dwelling units per net buildable acre  
1.4 dwelling units per gross acre  
37 dwelling units maximum
- D. The development approval sought is consistent with the Seminole County Vision 2020 Plan and will be developed consistent with and in compliance to 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 commitments run with, and follow and perpetually burden the Property.

IV. **LAND USE BREAKDOWN:**

Use	Area	% of Site
37 Single Family Lots	9.12 acres	34.42%
Stormwater Retention	0.78 acres	2.94%
Wetlands	1.34 acres	5.06%
Island Lake	7.29 acres	27.51%
Banana Lake	4.38 acres	16.53%
Other Open Space	3.59 acres	13.55%
	<b>26.50 acres</b>	<b>100.00%</b>

V. **OPEN SPACE CALCULATIONS.**

Open Space shall be provided at an overall rate of 25%, or a minimum of 6.63 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: 26.50 acres  
Open Space Required: 25% = 26.50 acres x 0.25 = 6.63 acres

Common Usable Open Space Provided:

Lake areas	13.0 ac. x 50% per Land Development Code	6.50 ac.
Upland common areas > 15' in width		2.56 ac.
Retention areas (amenitized per Land Development Code)		0.78 ac.
Utility easements		0.06 ac.
TOTAL		9.90 ac. (37.4% of site)

VI. **BUILDING REQUIREMENTS.**

Minimum 20' front building setback (measured from lot line or nearest edge of sidewalk, whichever distance is less)

Minimum 20' rear building setback

Minimum 5' side yard setbacks

Minimum 20' side street setback (corner lots)

Accessory structures (200 square feet or less):

- 5' rear
- 5' side yard
- 20' side street (corner lots)

Accessory structures (greater than 200 square feet):

- 20' rear
- 5' side yard
- 20' side street (corner lots)

All accessory structures located in a front yard shall be behind the front building line.

Pools and pool structures shall be set back a minimum of 5' from rear building line and 5' from the side building line.

**Maximum Building Height**

25' and 1 story for lots 29, 30 and 31

35' and 2 stories for all others

VII. **PERMITTED USES**

Single family residential and customary accessory uses including home occupations.

VIII. **LANDSCAPE AND BUFFER CRITERIA.**

Landscape material style and size shall conform to the Seminole County Land Development Code Specifications.

IX. **DEVELOPMENT COMMITMENTS.**

- A. The development of the Property shall comply with the Final Master Plan attached hereto as Exhibit "B", except that minor extensions, alternations 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. The Owner may provide boardwalks and other passive recreational amenities along Island Lake. However, no motorized personal watercraft or boats shall be permitted on Island Lake.
- C. The use of watercraft on Banana Lake shall be prohibited.
- D. The Owner shall replace the culvert between Banana Lake and Island Lake if deemed necessary during final engineering review.
- E. Five-foot sidewalks shall be constructed on both sides of all roadways within the development.

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 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 J. T. Callahan. 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 developer's commitment agreement touches and concerns the Property, and the conditions, commitments and provisions of the developer's commitment 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 developer's commitment agreement.
- D. The terms and provisions of the developer's commitment agreement are not severable, and in the event any portion of this developer's commitment agreement shall be found to be invalid or illegal, then the entire developer's commitment agreement 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 Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 01-23000005, dated August 12, 2003, and recorded in Official Records Book 5036, Page 0838, public records of Seminole County, Florida, the terms of the Developer's Commitment Agreement shall control. Unless modified by the terms of this Agreement or the Final Master Plan, the terms of Development Order Number 01-23000005 shall remain in full force and effect.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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Daryl G. McLain, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, J. T. Callahan, on behalf of himself and his 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 Developer's Commitment Agreement.

WITNESSES:

OWNER:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

J. T. Callahan

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2004, by J. T. Callahan, 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:**

COMMENCE at the Northeast corner of Government Lot 2, Section 1, Township 20 South, Range 29 East, said corner being a point on the Center Line of Banana Lake Road as shown on the Plat of Banana Lake Road as recorded in Plat Book 4, Page 72 of the public records of Seminole County, Florida; thence run North 89° 38' 43" West along the North Line of said Government Lot 2 a distance of 25.00 feet to a point lying on the Westerly right-of-way line of Banana Lake Road; thence continue North 89° 38' 43" West, 867.49 feet to the POINT OF BEGINNING of this description; thence continue North 89° 38' 43" West a distance of 892.49 feet; thence South 00° 42' 36" West a distance of 817.00 feet; thence South 89° 38' 40" East a distance of 1766.79 feet to a point on the aforementioned Westerly right-of-way line of Banana Lake Road; thence run North 00° 13' 57" East along said right-of-way line 277.00 feet; thence departing said right-of-way line, run North 76° 33' 03" West, 524.00 feet; thence North 00° 13' 57" East, 130.20 feet; thence North 89° 38' 43" West, 358.87 feet; thence run North 00° 31' 44" East, 291.00 feet to the POINT OF BEGINNING.

Containing 25.05 acres more or less.

**PLUS**

A Parcel of Land Located in the North ½ of the Southwest ¼ 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 Centerline of the Existing 50 Foot Wide Banana Lake Road Right-of-way (To Be Vacated); Thence S00°E 21'30"E, along the Centerline of Said Banana Lake Road Right-of-way 60.00 Feet; Thence Departing Said Centerline, Run N89°E 52'48"W, a Distance of 955.00 Feet; Thence N44°E52'48"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°E34'00"W, along Said Easterly Lot Line, a Distance of 21.10 Feet, to the Point of Beginning.

Containing 1.434 acres more or less.

**EXHIBIT "B"**

FINAL MASTER PLAN

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