

**SEMINOLE COUNTY GOVERNMENT
LOCAL PLANNING AGENCY/PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM**

SUBJECT: Comprehensive Plan Amendment from Suburban Estates to Planned Development and rezoning from A-I (Agriculture) to PUD (Planned Unit Development), Carmen and Fred Edwards

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

AUTHORIZED BY: Matt West **CONTACT:** Amanda Smith **EXT.** 7339

Agenda Date 02/06/02 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

---Recommend denial of a Comprehensive Plan amendment from Suburban Estates (SE) to Planned Development (PD) for 25.05 acres located on the west side of Banana Lake Road, approximately 3400' south of CR 46A.

Recommend denial of the rezone from A-I (Agriculture) to PUD (Planned Unit Development), Carmen and Fred Edwards, property owners.

District #5, McLain

Amanda Smith, Planner

BACKGROUND:

The applicant is requesting to amend the future land use designation of Suburban Estates to Planned Development and to rezone 24.8 acres from A-I (Agriculture) to PUD (Planned Unit Development), proposing 82 dwelling units at a density of 9.9 units per acre for property located on the west side of Banana Lake Road approximately 3400' south of CR 46A.

In 1998, to the south of the subject property, the Board approved a large scale land use amendment from Suburban Estates to Planned Development, and associated rezoning from A-I to PUD for Colonial Realty Limited Partnership. That project will consist of 252 apartment units in two-story buildings on 28.5 acres. The plan amendment was found in compliance by the Department of Community Affairs (DCA), but Mr. Edwards subsequently initiated

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____
File No. <u>22001 -044</u>

administrative proceedings which resulted in a compliance agreement between Colonial Realty, Mr. Edwards, the DCA, and the County. (Please see Exhibits A and B, attached) The Agreement restricted the development rights on a 200 foot strip of land between the Edwards' and Colonial Realty's properties.

STAFF RECOMMENDATION:

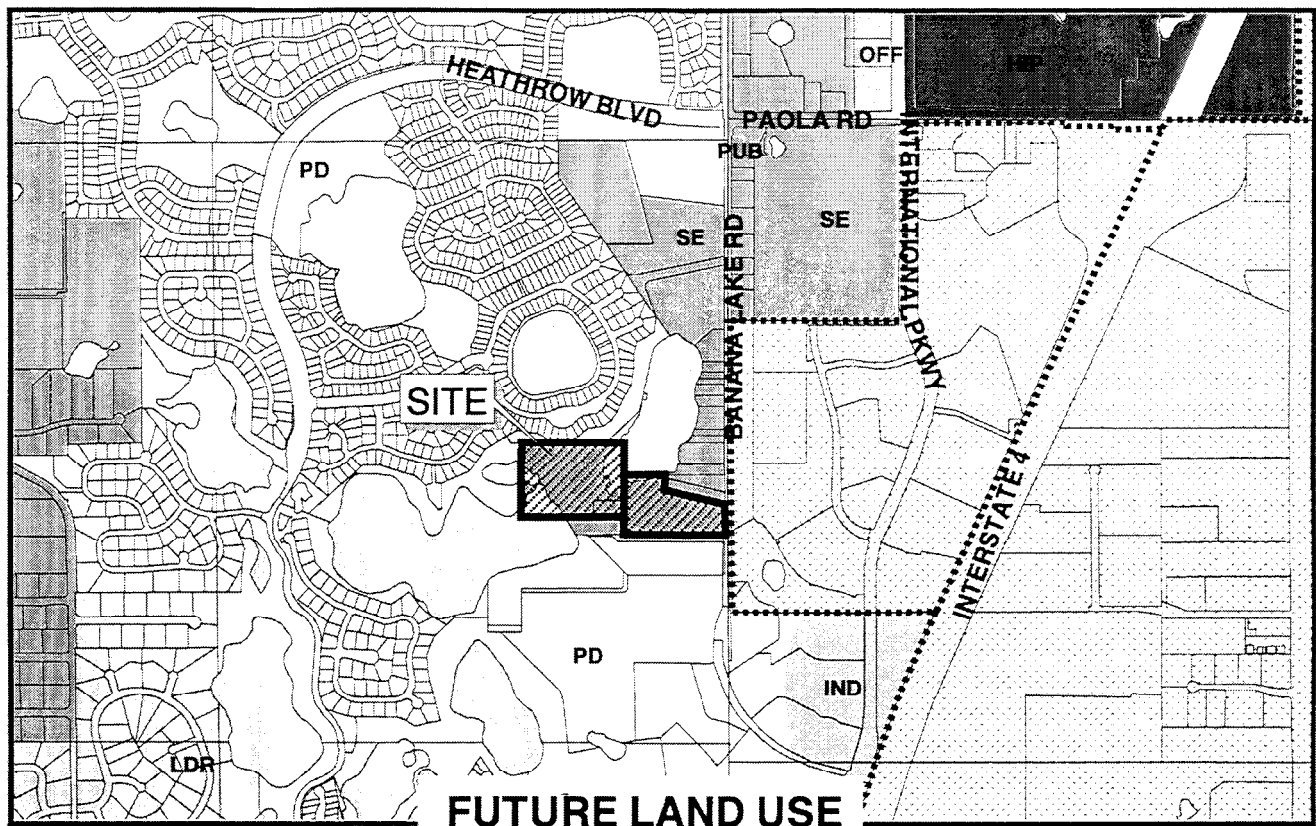
Staff recommends denial of the comprehensive plan amendment from Suburban Estates to Planned Development with the findings that the Planned Development land use, as proposed, would be:

1. Inconsistent with Plan policies related to the Planned Development land use designation; and
2. Inconsistent with Plan policies related to transitional land uses and mitigation of impacts on surrounding properties;
3. Inconsistent with Plan policies related to design principles;
4. Inconsistent with Plan policies related to roadway access;
5. Inconsistent with adjacent Suburban Estates and Planned Development land use designations; and
6. Inconsistent with other Plan policies identified at this time.

Based on the above analysis and the analysis contained in the attached report, staff recommends that the subject request:

1. As proposed, would not be compatible with surrounding development and the adjacent future land use designations of Suburban Estates and Planned Development; and
2. The request, as proposed, would be inconsistent with the June 1999 settlement agreement by permitting development into the 200 foot wide strip of land between the Edwards' and Colonial Realty's properties.

Therefore, Planning Staff recommends denial of PUD zoning on the site.



FUTURE LAND USE

Site

Municipality

LDR

PUB

PD

SE

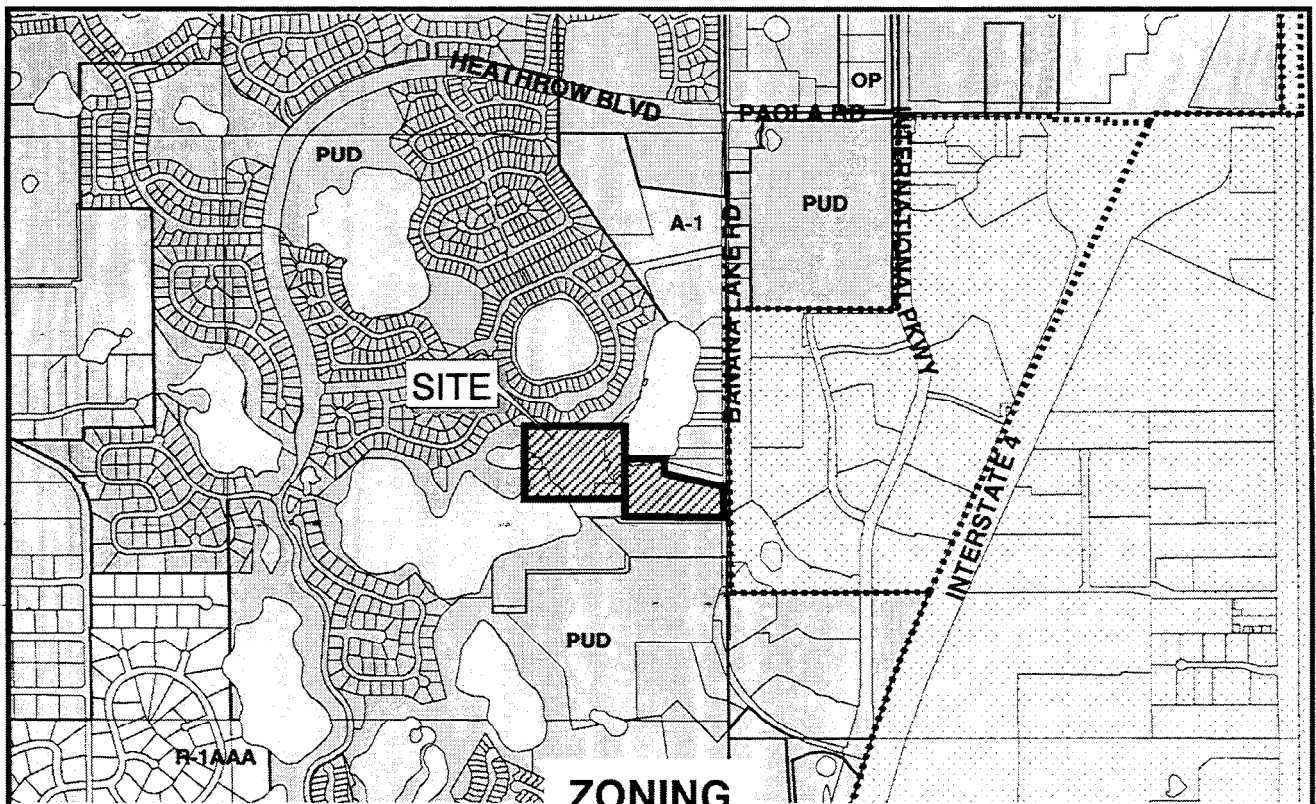
HIP

OFF

IND

Applicant: Fred and Carmen Edwards
 Physical STR: 01-20-29-300-0040 & 0080-0000
 Gross Acres: +/- 24.8 BCC District: 5
 Existing Use: Vacant
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	02S.FLU04	S E	P D
Zoning	Z2001-044	A-i	PUD



ZONING

A-1

PUD

R-1AAA

OP



Amendment No. 02S.FLU04

From: SE To: PD

Rezone No. Z2001-044

From: A-1 To: PUD

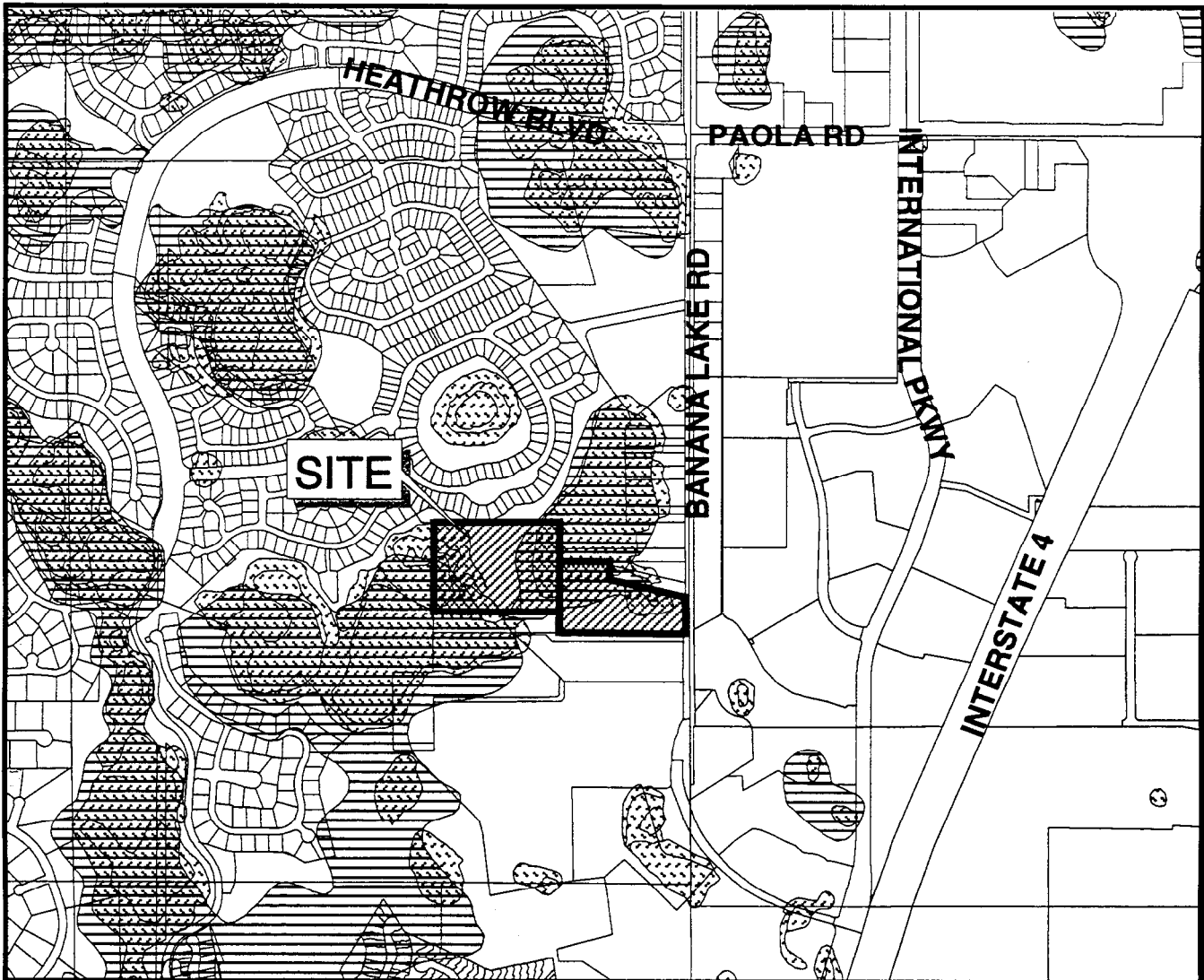
☐ Subject Property

☐ Parcelbase



February 1999 Color Aerials

CONSERVATION



Rezone Z2001-044
From: A-I To: PUD
Amendment No. 02S.FLU04
From: SE To: PD

 Subject Property
 Municipal & y
 Flood
 Wetlands

N
A

*The presence of any wetlands **and/or** flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process.*

***Wetland information, based on National Wetland Inventory Maps, provided by SJRWMD. Flood-prone area information, based on Flood Insurance Rate Maps, provided by FEMA.**

filename: /plan/cpcr02/amend/z2001-044.apr/z2001-044cons 01/23/02

EXECUTIVE SUMMARY

Suburban Estates to Planned Development

**Amendment
02S.FLU04
& Z2001-044**

REQUEST

APPLICANT	Fred and Carmen Edwards
PLAN AMENDMENT	Suburban Estates to Planned Development
REZONING	A-I (Agriculture) to PUD (Planned Unit Development)
APPROXIMATE GROSS ACRES	25.05 acres (including wetlands) 10.28 acres - developable
LOCATION	West side of Banana Lake Road, approximately 3400' south of CR 46A
SPECIAL ISSUES	In 1998, to the south of the subject property, the Board approved a large scale land use amendment from Suburban Estates to Planned Development and associated rezoning from A-I to PUD for Colonial Realty Limited Partnership. The plan amendment was found in compliance by the Department of Community Affairs (DCA), but Mr. Edwards subsequently initiated administrative proceedings which resulted in a compliance agreement between the Colonial Realty, Mr. Edwards, the DCA, and the County. (Please see Exhibits A and B, attached) The Agreement restricted the development rights on a 200 foot strip of land between the Edwards' and Colonial Realty's properties.
BOARD DISTRICT	#5 – Commissioner McLain

RECOMMENDATIONS AND ACTIONS

STAFF RECOMMENDATION February 6, 2002

PLAN AMENDMENT: Recommend denial of Planned Development land use with findings that Planned Development land use, as proposed, would be:

1. Inconsistent with Plan policies related to the Planned Development land use designation; and
2. Inconsistent with Plan policies related to transitional land uses and mitigation of impacts on surrounding properties;
3. Inconsistent with Plan policies related to design principles;
4. Inconsistent with Plan policies related to roadway access;
5. Inconsistent with adjacent Suburban Estates and Planned Development land use designations; and
6. Inconsistent with other Plan policies identified at this time.

STAFF RECOMMENDATION February 6, 2002

REZONE: Based on the above analysis, staff recommends:

1. The request, as proposed, would not be compatible with the adjacent neighborhoods and Future Land Use designations of Suburban Estates and Planned Development; and
2. The request, as proposed, would be inconsistent with the June 1999 settlement agreement by permitting development within the 200 foot wide strip of land between the Edwards' and Colonial Realty's properties.

Therefore, Planning Staff recommends denial of PUD zoning on the site.

Suburban Estates to Planned Development	Amendment 02S.FLU04 & Z2001-044
RECOMMENDATIONS AND ACTIONS	

**Low Density Residential
to Planned Development**

**Amendment
02S.FLU04
& Z2001-044**

RECOMMENDATIONS AND ACTIONS

**LAND PLANNING
AGENCY/PLANNING
& ZONING
COMMISSION
February 6, 2002**

PLAN AMENDMENT: The LPA/P&Z voted 5-O to recommend approval of Planned Development land use to the Board of County Commissioners with staff findings.

1. **REZONE:**

STAFF ANALYSIS

Suburban Estates To Planned Development

Amendment
02S.FLU04 &
Z2001-044

1. **Property Owners:** Fred and Carmen Edwards
2. **Tax Parcel Numbers:**
01-20-29-300-0080-0000
01-20-29-300-0050-0000
01-20-29-300-0040-0000
3. **Applicant's Statement:** Planned Development land use allows the County to insure that adequate buffers will occur between the site and the adjacent single family residential neighborhoods. In addition, the proposed land use will insure that wetlands will be protected from development.
4. **Development Trends:** Development along Banana Lake Road has been large lot estates with single family residences. To the south of the subject property, development will consist of 252 multi-family units in two-story buildings on 28.5 acres. There is dense single family residential development to the west of the subject property. Finally, to the east is part of the Heathrow International Business Center.

SITE DESCRIPTION

1. EXISTING AND PERMITTED USES:

a. The existing Suburban Estates land use and A-I zoning would permit development of single-family homes at a net density of no greater than one dwelling unit per acre. The A-I zoning district also permits a variety of agricultural and non-residential uses, such as churches.

b. The requested Planned Development land use and PUD zoning, as proposed, would permit the development of town homes at a net density of approximately 9.9 dwelling units per-acre. The subject property contains 15 acres of wetlands and flood prone area.

Location	Future Land Use*	Zoning*	Existing Use
Site	Suburban Estates	A-I	Single-family residential
North	Suburban Estates	A-I	Single-family residential
South	Planned Development	PUD	Multi-family residential
East	City of Lake Mary	PUD	Heathrow International Business Center (HIBC)
West	Planned Development	PUD	Single-family residential

* See enclosed future land use and zoning maps for more details.

COMPREHENSIVE PLAN CONSISTENCY

2. PLAN PROGRAMS - Plan policies address the continuance, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction. Each application for a land use designation amendment will include a description and evaluation of any Plan programs (such as the affect on the timing/financing of these programs) that will be affected by the amendment if approved.

Summary of Program Impacts: The proposed amendment does not alter the options or long-range strategies for facility improvements or capacity additions included in the Support Documentation to the Vision 2020 Plan. The amendment request would not be in conflict with the Metroplan Orlando Plan or the Florida Department of Transportation's 5-Year Plan (Transportation Policy 14.1).

A. **Traffic Circulation - Consistency with Future Land Use Element:** *In terms of all development proposals, the County shall impose a linkage between the Future Land Use Element and the Transportation Element and all land development activities shall be consistent with the adopted Future Land Use Element (Transportation Policy 2.1).*

Access to the subject property is via Banana Lake Road, a local road. There is inadequate pavement width and right-of-way for Banana Lake. If approved, the developer shall be required to improve the length of Banana Lake Road to County standards from County Road 46A to the development entrance.

B. **Water and Sewer Service – Adopted Potable Water and Sanitary Sewer Service Area Maps:** *Figure 11.1 and Figure 14.1 are the water and sewer service area maps for Seminole County.*

The subject properties are within the Seminole County Utilities water and sewer service area.

C. **Public Safety – Adopted Level of Service:** *The County shall maintain adopted levels of service for fire protection and rescue...as an average response time of five minutes (Public Safety Policy 12.2.2).*

The property is served by the Seminole County EMS/Fire Rescue. Response time to the site is less than 5 minutes, which meets the County's average response time standard of 5 minutes.

3. REGULATIONS - The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Vision 20/20 Plan, but are not applied in detail at this stage.

A. **Preliminary Development Orders: Capacity Determination:** *For preliminary development orders and for final development orders under which no development activity impacting public facilities may ensue, the capacity of Category I and Category III public facilities shall be determined as follows.. No rights to obtain final development orders under which development activity impacting public facilities may ensue, or to obtain development permits, nor any other rights to develop the subject property shall be deemed to have been granted or implied by the County's approval of the development order without a determination having previously been made that the capacity of public facilities will be available in accordance with law (Implementation Policy 1.2.3).*

A review of the availability of public facilities to serve these properties indicates that there would be adequate facilities to serve this area, and that the proposed Plan amendment would create no adverse impacts to public facilities. If approved, the developer shall improve the length of Banana Lake Road from County Road 46A to the project entrance.

B. **Flood Plain and Wetlands Areas - Flood Plain Protection and Wetlands Protection:** *The County shall implement the Conservation land use designation through the regulation of development consistent with the Flood Prone (FP-1) and Wetlands (W-I) Overlay Zoning classifications.. (Policy FLU 1.2 and 1.3).*

Approximately 15 acres are considered to be either wetlands and/or flood prone. A mitigation plan approved by the County and/or State shall be required at the time of Final PUD Master Plan approval for any proposed on-site wetland impacts. An undisturbed buffer averaging 25 feet and not less than 15 feet will be required landward of the on-site wetland limits.

C. **Protection of Endangered and Threatened Wildlife:** *The County shall continue to require, as part of the Development Review Process, proposed development to coordinate those processes with all appropriate agencies and comply*

with the US Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission Rules as well as other applicable Federal and State Laws regarding protection of endangered and threatened wildlife prior to development approval (Conservation Policy 3.13).

An approved gopher tortoise management plan/permit will be required from the Florida Fish and Wildlife Commission.

4. DEVELOPMENT POLICIES - Additional criteria and standards are also included in the Plan that describe when, where and how development is to occur. Plan development policies will be used to evaluate the appropriateness of the use, intensity, location, and timing of the proposed amendment.

A. **Compatibility:** When the County's Future Land Use Map (FLUM) was developed in 1987, land use compatibility issues were evaluated and ultimately defined through a community meeting/hearing process that involved substantial public comment and input. When amendments are proposed to the FLUM, however, staff makes an initial evaluation of compatibility, prior to public input and comment, based upon a set of professional standards that include, but are not limited to criteria such as: (a) long standing community development patterns; (b) previous policy direction from the Board of County Commissioners; (c) other planning principles articulated in the Vision 2020 Plan (e.g., appropriate transitioning of land uses, protection of neighborhoods, protection of the environment, protection of private property rights, no creation of new strip commercial developments through plan amendments, etc.).

Based upon an initial evaluation of compatibility, Planned Development land use, as proposed, would be inconsistent with Plan policies identified at this time and therefore is consistent with the Seminole County Comprehensive Plan.

Applicable Plan policies include, but are not limited to, the following:

1. Transitional Land Uses: *The County shall evaluate plan amendments to insure that transitional land uses are provided as a buffer between residential and non-residential uses, between varying intensities of residential uses, and in managing the redevelopment of areas no longer appropriate as viable residential areas. "Exhibit FLU 2: Appropriate Transitional Land Uses" is to be used in determining appropriate transitional uses. (Policy FLU 2.5)*

The proposed plan would place medium-density residential densities adjacent to established Suburban Estates uses. FLU Exhibit 2 indicates that medium density residential is not an appropriate transitional use adjacent to Suburban Estates. Transition and associated compatibility issues may be addressed through the use of the Planned Development land use designation and PUD zoning. To ensure compatibility, the applicant must demonstrate that his plan provides for creative site design and appropriate standards for buffering, setbacks, lighting and building height, and limiting adjacent uses to passive,

unobtrusive uses. Staff is of the opinion that the request does not meet the intent of the Planned Development definition and PUD zoning classification.

Staff's primary concern is the impact of traffic to the site. The sole access to the site is via Banana Lake Road, a substandard local road. The applicant has not demonstrated that he is able to improve the road to County standards. Additionally, staff would not support provision of access through the Suburban Estates land use to a multi-family development. The 1998 approval of multi-family to the south was based in part on the applicant's ability to access the site through the existing apartments within the Heathrow International Business Center to the south. Staff indicated at that time that the orientation of the project towards a developed, higher-intensity PUD was a mitigating factor in the placement of high-density uses at that location. That project will consist of 252 units on 28.5 acres, with a net density of 12 dwelling units per acre and a limit of two stories.

Further, staff is of the opinion that the applicant has not demonstrated that the project is designed for maximum compatibility with adjacent uses to the west, which consist of single-family homes within the Heathrow PUD. The proposed plan indicates a generic building design with no buffering indicated, other than existing vegetation directly north of the site.

The proposed PUD plan also shows infrastructure for the project located within the 200 foot wide buffer which was negotiated between the applicant, the Department of Community Affairs, and the County as part of a compliance agreement. Under the agreement, the developers of the Colonial Grand apartments deeded a portion of the 200 buffer to Mr. Edwards, who agreed not to seek a rezoning or land use amendment on the strip deeded to him. The placement of a dumpster facility and the project entrance road within the deeded strip is inappropriate and approval of the uses as shown would, in effect, offer the applicant the same benefits as if he had rezoned the property.

Other applicable Plan policies include:

Policy FLU 1.1: Conservation Land Use

Policy FLU 1.2: Floodplain Protections

Policy FLU 1.3: Wetlands Protection

Policy FLU-I .4: Conservation Easements

Policy FLU 2.11: Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications

Potable Water Policy 11.4.5: Extension of Service to New Development

Sanitary Sewer Policy 14.4.4: Extension of Service to New Development

Policy TRA 10.3: Review of Development Applications

B. Concurrency Review - Application to New Development: *For purposes of approving new development subsequent to adoption of this Comprehensive Plan, all adopted public safety level of service standards and schedules of capital improvements, shall be applied and evaluated.. consistent with policies of the Implementation Element. . . (Capital Improvements Policy 3.2).*

This policy provides for the adoption of level of service (LOS) standards for public facilities and requires that final development orders be issued only if public facilities meeting the adopted LOS are available or will be available concurrent with the development. Additionally, preliminary development orders shall only be issued with the condition that no rights to obtain final development orders or development permits, nor any other rights to develop the subject property are granted or implied by the County's approval of the preliminary development order.

5. COORDINATION - Each application for a land use designation amendment will be evaluated to assess how and to what extent any additional intergovernmental coordination activities should be addressed.

A. Plan Coordination: *The County shall continue to coordinate its comprehensive planning activities with the plans and programs of the School Board, major utilities, quasi-public agencies and other local governments providing services but not having regulatory authority over the use of land (Intergovernmental Coordination Policy 8.2.12). Seminole County shall coordinate its comprehensive planning activities with the plans and programs of regional, State and Federal agencies by. . .as the County is now a charter County (Intergovernmental Coordination Policy 8.3.3).*

The Vision 2020 Plan fully complies with the State Comprehensive Plan adopted pursuant to Chapter 187, Florida Statutes, and the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council pursuant to Chapter 163, Florida Statutes. Consistency with the State Plan and the Regional Policy Plan will be evaluated by individual review agencies during the Plan amendment review process.

EXHIBIT A

Extra Copy

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FRED C. EDWARDS, JR.,

Petitioner,

DOAH CASE NO.: 99-0133GM

VS.

DEPARTMENT OF COMMUNITY
AFFAIRS AND SEMINOLE COUNTY,

Respondents,

and

COLONIAL PROPERTIES, INC.,

Intervenor .

SETTLEMENT AGREEMENT

-This Settlement Agreement is entered into by and between the State of Florida,

Department of Community Affairs (hereinafter "DCA"); Seminole County, **Florida** (hereinafter "Seminole County"); Colonial Properties Trust, as general partner of Colonial Realty Properties Limited Partnership (hereinafter "Colonial"); and Fred C. Edwards, Jr. (hereinafter "Edwards"), the parties being all of the parties to the above-styled proceeding, as a complete and **final** settlement of all claims raised in the above-styled proceedings.

WHEREAS, DCA is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, **Seminole** County on or about October 13, 1998 approved the request of Colonial to amend the Seminole County **Comprehensive** Plan by adopting Ordinance No. **98-46** approving Seminole County Comprehensive Plan Amendment **98S.FLU5**, which re-designated the future land use of that **certain** property therein **described** from Suburban Estates to PD; and

concurrently approved the rezoning of the said property from Agriculture to PUD, allowing development of multi-family apartments in accordance with the PUD plan, subject to various conditions; and

WHEREAS, on or about December 9, 1998 DCA issued a Notice of Intent to find Seminole County Comprehensive Plan Amendment **98S.FLU5** “in compliance” with Sections 163.3177, 163.3178, 163.3180, 163.3191, 187.201, Florida Statutes, the applicable strategic regional plan and Chapter **9J-5**, Florida Administrative Code; and

WHEREAS, Edwards, as an affected person pursuant to Section 163.3 184, Florida Statutes, has initiated the above-styled formal administrative proceeding challenging Seminole County Comprehensive Plan Amendment **98S.FLU5**; and

WHEREAS, Colonial has intervened in the above-styled proceeding; and

WHEREAS, the parties wish to avoid the expense and delay of lengthy litigation and future appellate proceedings, and to resolve this proceeding under the terms set forth herein, and it is in their respective mutual best interests to do so;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein below set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective. This Settlement Agreement shall not become effective until approved by the Board of County Commissioners of Seminole County at a duly noticed public meeting, and executed by each of the parties hereto. The effective date shall be the date of signing by the last party signing.

2. Dismissal of Administrative Proceeding. Upon this Settlement Agreement becoming effective, the parties shall file a stipulated notice of dismissal with prejudice in the

above-styled proceeding in the form attached hereto as Exhibit A, with each party to bear its own attorneys fees and costs.

3. Abatement. The parties acknowledge that they have had their respective counsel join in a Notice of Pending Settlement and Request for Stay of Proceedings, a copy of which is attached hereto as Exhibit B, in order to allow sufficient time for the preparation and, implementation of this Settlement Agreement.

4. Final Order Approving Plan Amendment. Upon filing of the Stipulated Notice of Dismissal, Seminole County Comprehensive Plan Amendment **98S.FLU5** shall stand approved and DCA shall issue a **final** order determining it to be in compliance in accordance with Section - 163.3 184, Florida Statutes.

5. Enhancement of Buffer Conditions. The parties acknowledge that the PUD ~~zoning of~~ the property which is the subject of Seminole County Comprehensive Plan Amendment **98S.FLU5** was approved by Seminole County with various conditions, among which were the establishment of a 200-foot wide buffer area along the northern boundary of the said property, with the said buffer to be comprised as follows:

- a. A 15-foot wide area along the northern boundary to be planted with a double row of off-set trees;
- b. A 6-foot wall on a 2-foot berm, or a **5-foot** wall on a 3-foot berm, to be located at least fifteen (15) feet from the northern boundary;
- c. A double row of off set trees to be planted south of the wall described in item **(b)**;
- d. **No** structures or parking lots to be located in the 200-foot buffer, except the southern one **hundred fifty** (150) feet of the said **buffer** may be utilized for stormwater control and retention facilities.

The parties agree that the said conditions shall be enhanced to provide for the 200-foot wide buffer to be comprised as follows:

- i. 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 PUD, except the wall may be located fifteen (15) feet from the northern boundary as depicted on the sketch attached hereto as Exhibit "C"; 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;
- ii. A row of off-set trees to be planted within the area fifteen (15) feet north of the above-described wall;
- iii. A row of off-set trees to be planted south of the above-described wall;
- iv. No structures or parking lots to 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.

Colonial, or its successor developer, shall bear the cost and perform the work appropriate to establish each element of the said buffer. Edwards shall bear the cost and perform the work of maintaining and irrigating trees planted on the Exhibit "C" Property (as hereinbelow described) upon the Exhibit "C" Property being conveyed to him. The parties acknowledge and agree that the above-stated enhancements of the buffer conditions do not affect the intent or character of the development proposed by Colonial and therefore do not constitute a major or substantial

change in the approved PUD. The enhanced conditions shall be effective upon approval of this Settlement Agreement by the Seminole County Board of County Commissioner and shall be completed as provided in the Development Order to be issued by Seminole County. The parties agree that this Settlement Agreement shall be attached to and incorporated by reference in the Development Order issued by Seminole County authorizing Colonial's proposed development, which shall include as conditions for development that Colonial, or its successor developer, comply with and perform all obligations established by this Settlement Agreement. The Development Order shall further provide that no modifications of the Development Order may alter or amend the foregoing enhanced buffer conditions without a formal major amendment to the PUD being duly processed and approved after hearing upon notice to all affected persons, including but not limited to Edwards, his heirs, successors and assigns.

6. Conveyance of Property to Edwards. Colonial represents to Edwards that it owns the property which is the subject of Seminole County Comprehensive Plan Amendment 98S.FLU5, except for that certain property owned by Duke University (hereinafter referred to as "the Duke Property"). The legal description of the property which is the subject of Seminole County Comprehensive Plan Amendment 98S.FLU5 is as follows:

Begin at point 896.8 feet East and 164 feet North of the Northeast corner of the South ½ of Section 1, Township 20 South, Range 29 East, thence run East 895.5 feet to the East line of said Section, thence 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 ° along the Northeasterly line of Lot 8, Island Lake Park 522.41 feet to the point of beginning.

and

Lot 8, ISLAND LAKE PARK, according to the Plat thereof as recorded in Plat Book 9, Page 89 of the Public Records of Seminole County, Florida.

and

Lots 1 through 7, ISLAND LAKE PARK, according to the plat thereof as recorded in Plat Book 8, Page 89 of the Public Records of Seminole County, Florida.

(hereinafter referred to as "the Development Property"). Colonial further represents to Edwards that it has entered into a contract to purchase the Duke Property and that the said contract obligates Colonial to purchase the Duke Property subject to various conditions, among which is the condition that Colonial obtain development approvals and permits authorizing Colonial's proposed development. The legal description of the Duke Property is as follows:

Begin at point 896.8 feet East and 164 feet North of the Northeast corner of the South ½ of Section 1, Township 20 South, Range 29 East, thence run East 895.5 feet to the East line of said Section, thence 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°E. along the Northeasterly line of Lot 8, Island Lake Park 522.41 feet to the point of beginning.

Colonial, on behalf of itself, its affiliated companies, successors and assigns, hereby agrees to sell to Edwards, and Edwards hereby agrees to buy that certain portion of the Development Property, described as follows:

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 NORTH EAST 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°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.

CONTAINING 1.434 ACRES MORE OR LESS

(referenced to herein as "the Exhibit "C" Property") or such portion of the Exhibit "C"

Property as to which Colonial, its affiliated companies, successors and assigns, possess title currently or at any time in the future, including all of Colonial's rights, title, after acquired title, and interest in, on, and to all improvements, fixtures, easements, rights-of-way, licenses, privileges, tenements, reversions and appurtenances belonging or appertaining to the 60-foot Property, on the terms and conditions set forth below. In the event Colonial, its successors, assigns or an affiliated company, does not purchase the Duke Property, whether pursuant to the existing contract or an amended, modified, extended or substituted contract, Colonial's

obligation under this Paragraph (6) shall be limited to selling to Edwards that portion of the

Exhibit "C" Property which Colonial does own or hereafter acquires, with the obligation to convey to Edwards any remaining portion of the Exhibit "C" Property remaining a development condition under the Development Order to be entered by Seminole County. In the event Colonial's contract to acquire the Duke Property is terminated, and in the future Colonial, or an affiliated company or a person in privity with Colonial, nonetheless acquires the Duke Property, or any portions thereof, by a different contract or by other means, the obligations of this

Settlement Agreement shall continue in effect and any portion of the Exhibit "C" Property not

previously conveyed to Edwards shall be promptly conveyed by Colonial, its successors,

assigns, or affiliates, to Edwards on the terms hereinbelow set forth. The terms and conditions for the sale and purchase of the Exhibit "C" Property, or any portion thereof in the event the ownership is of less than all of the Exhibit "C" Property, shall be as follows:

- a. The purchase price shall be \$1.00, payable at Closing.

b. Within thirty (30) days of Colonial acquiring the Duke Property, or any portion thereof, Colonial, and such other owners of any portion of the Exhibit "C" Property as may then be, shall convey to Edwards fee simple title to the Exhibit "C" Property, or such portion thereof as is owned by Colonial, or such other owners as may then be, by general warranty deed(s) subject only to: (A) real estate taxes and special assessments for the year of Closing, (B) the PUD conditions applicable to the Exhibit "C" Property as set forth above in this Settlement Agreement, and (C) the easement for ingress and egress to the Edwards' home located at 748 Banana Lake Road, Lake Mary, Florida. No representation or title warranties are made or will be made with respect to the beds or bottoms of lakes, rivers or other bodies of water located on, contiguous to or within the Exhibit "C" Property. The date for delivery of said general warranty deed to Edwards shall be the Closing Date.

c. There shall be no mechanics' liens, construction liens, claims of lien or other claims against the property conveyed except governmental assessments, and all bills for all work done or materials supplied to the property conveyed will have been paid as of delivery of the general warranty deed(s) to Edwards. This representation will be **true at** Closing and shall survive Closing. Colonial agrees to indemnify and hold Edwards harmless from any unrecorded liens, claims of lien or other claims against the Exhibit "C" Property occurring or arising for work or ~~services~~ performed prior to the Closing Date. At closing there shall be delivered to Edwards, and/or a Title Company issuing a Commitment, an affidavit in form sufficient to allow a Title Company to insure the gap at the time of Closing. In addition, the grantor(s) of the deed(s) shall cause to be eliminated from the title insurance policy the printed exceptions for unrecorded mechanics' liens, parties in possession, unrecorded easements, and survey exceptions (if a survey is obtained by Edwards), and taxes or special assessments not shown as existing liens by the public records, other than those for the year of Closing which are not yet due and payable.

d. From and after the effective date of this Settlement Agreement, Colonial shall not, without obtaining Edwards' prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, **right-of-way**, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement or other legal or equitable interest, which encumbers the Exhibit "C" Property or any portion thereof, other than the PUD conditions applicable to the Exhibit "C" property as set forth above in this Settlement Agreement.

e. In the event Edwards obtains an owner's marketable title insurance policy or obtains a survey of the Exhibit "C" Property, same shall be at his own expense.

f. Edwards shall pay for documentary stamps on the warranty deed and Colonial shall pay for recording curative instruments. Edwards shall bear the costs of title searches and updates, and the Title Policy if one is obtained. Edwards shall pay for the survey, if one is obtained, the cost of recording the warranty deed, and for any title endorsements required by Edwards. Edwards

shall pay the cost of preparing closing documents and any closing fees in connection therewith. Each party shall pay its own respective attorneys fees.

g. Real and personal property taxes for the year of Closing, installments on public improvement liens, special assessments, municipal services taxing unit charges, rents, and insurance premiums, if any, and other proratable items pertaining to the Exhibit "C" Property shall be prorated as of the Closing Date. Colonial's prorata share of such taxes, assessments and MSTU charges as determined by the Seminole County Property Appraiser, the Seminole County Tax Collector and/or other applicable governmental authority shall be paid at Closing to the Seminole County Tax Collector's office. Delivery of such tax payment to the Seminole County Tax Collector's office shall be the responsibility of Edwards and shall occur immediately after Closing. Edwards shall incur the proratable expenses for the Closing Date. All real estate special assessments, personal property taxes and ad valorem taxes for prior years shall be paid by Colonial. For proration purposes, it will be assumed real estate and personal property taxes are paid upon the tax due date. If the real property ad valorem taxes, personal property taxes, general assessments and MSTU charges applicable to the Exhibit "C" Property are not available at Closing, then they shall be estimated upon the most recent information available. If the foregoing are estimated, Colonial agrees to pay any unpaid amounts once the bill for same is received. Colonial shall receive any refund that may be due from Seminole County for overpayment. Edwards shall have no obligations for any assessments relative to infrastructure improvements benefiting the PUD, either before or after Closing.

h. No default in regard to the purchase and sale of the Exhibit "C" Property shall be claimed or charged by Edwards or Colonial against the other until notice of thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) days after the defaulting's party's receipt of such notice. Notwithstanding the foregoing, the Closing Date shall not be changed, delayed, postponed or extended by any requirement for notice of default, if such default consists of failure to appear at Closing. In the event Edwards defaults on his obligation to purchase the Exhibit "C" Property and the conditions precedent to Edwards' obligation to purchase same have been fulfilled in the time(s) required herein, and provided Colonial is not in default, then Colonial's sole remedies shall be, upon giving written notice to Edwards, as hereinabove provided, to (1) cover damages, specific performance or obtain injunctive relief, but Colonial may not rescind or terminate this Settlement Agreement unless Colonial affirmatively acts to bring about the repeal or cancellation of Seminole County Comprehensive Plan Amendment 98S.FLU5, so as to re-establish the Suburban Estates land use designation for the Development Property. In the event Colonial refuses or is unable to comply with and perform in accordance with the provisions of this Settlement Agreement for the purchase and sale of the Exhibit "C" Property, and provided Edwards is not in default, Edwards may elect to seek enforcement of the development conditions in the Development Order, seek specific performance, obtain injunctive relief or recover damages, but may not rescind or terminate this Settlement Agreement.

i. Colonial hereby represents and warrants to Edwards that it has full power, right, and authority, and is duly authorized to enter into this Settlement Agreement, and perform each and all of the matters and acts herein provided in connection therewith, and to execute and deliver all documents provided hereunder in connection with such sale and purchase; and that the purchase and sale of the Exhibit "C" Property in accordance with the terms and obligations hereof, does not contravene any provisions of law, trust, indenture, or agreement binding upon Colonial, and that when executed, the instruments required hereunder shall constitute valid and binding obligations of Colonial in accordance with their terms. Colonial agrees to provide Edwards with copies of all environmental inspection reports currently in its possession, custody or control relating to the Exhibit "C" Property, or which came into its possession, custody or control prior to the conveyance of title to Edwards.

j. The provisions of all subsections of this Paragraph 6 of this Settlement Agreement concerning purchase and sale of the Exhibit "C" Property, including the representations and warranties set forth therein, are intended to survive the Closing, shall so survive, and shall not be merged into the warranty deed.

k. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to be duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., facsimile ~~transmission~~) or within three (3) days after depositing with United States postal service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service, from which a receipt may be obtained, and addressed as follows:

To Colonial: Colonial Properties Trust
c/o Charles A. **McGehee**
Executive Vice President
Suite 750
2101 6th Avenue, North
Birmingham, Alabama 35202

With copy to: Kenneth W. Wright, Esquire
Shutts & Bowen, LLP
20 North Orange Avenue
Suite 1000
Orlando, Florida 32801-4626
Telephone: (407) 423-3200
Facsimile: (407) 425-8316

To Edwards: Fred C. Edwards, Jr.
748 ~~Banana~~ Lake Road
Lake Mary, Florida 32746

With copy to: Michael P. McMahon, Esquire
Akerman, Senterfitt & Eidson, P.A.
Post Office Box 23 1
Orlando, Florida 32802-023 1
Telephone: (407) 843-7860
Facsimile: (407) 843-66 10

Edwards and Colonial may from time to time notify the other of changes with respect to where and to whom notices should be sent.

7. Future Plan Amendment/Rezoning. Colonial agrees with Edwards that if in the future Edwards desires to have the Exhibit "C" Property rezoned and/or have the Seminole County Comprehensive Plan land use designation of the Exhibit "C" Property amended to authorize a residential zoning or land use, that Colonial, its successors and assigns, will consent thereto and shall not object thereto. The parties acknowledge and stipulate that neither Seminole County nor DCA make any agreement or commitment in regard to any possible future re-designation of authorized land use of the Exhibit "C" Property under the Seminole County Comprehensive Plan, nor in regard to any possible future rezoning of the Exhibit "C" Property.

8. DCA/Seminole County Not Parties to Purchase/Sale. It is acknowledged and agreed that neither Seminole County nor DCA are obligated by the purchase and sale provisions of Paragraph 6 of this Settlement Agreement; and that, while each has knowledge of the transaction contemplated by Paragraph (6) and does not object thereto, neither Seminole County nor DCA shall have any liability for performance or non-performance of any of the purchase and sale provisions of Paragraph (6) by either Colonial or Edwards, their successor developers or assigns.

9. Rezoning: Freeze. Edwards, on behalf of himself, his successors and assigns, hereby agrees, and commits to Seminole County that upon-conveyance of the Exhibit "C" Property, or any portion thereof, to Edwards, his successors or assigns, he shall not seek an amendment to the Seminole County Comprehensive Plan proposing a re-designation; or the

authorized land use of the Exhibit "C" Property nor seek a re-zoning of the Exhibit "C" Property for a period of five (5) years from the effective date of this Settlement Agreement. In the event the Exhibit "C" Property is not conveyed to Edwards, his successors and assigns, as contemplated under Paragraph (6), above, Edwards shall not be limited in his rights by the provisions hereof.

10. Exclusion From DRI. The parties acknowledge that Colonial intends to seek inclusion of its proposed development of a multi-family apartment project in the Heathrow International Business Center DRI ("HIBC"). It is hereby agreed that the Exhibit "C" Property shall not be made a part of the HIBC, nor any other Development of Regional Impact, without the express written consent and affirmative joinder of Edwards, which Edwards may withhold in his absolute personal discretion. It is acknowledged that Edwards intends to refuse to consent to the Exhibit "C" Property being joined into any DRI. The parties acknowledge that Seminole County may include the Exhibit "C" Property in its calculations for density requirements for purposes of the PUD and HIBC DRI approvals to the extent doing so does not limit Edwards, his successors and assigns, from installing a public street on the Exhibit "C" Property in the future.

11. Waiver of Future Opposition. Edwards, on behalf of himself, his successors and assigns, agrees that upon the effective date of this Settlement Agreement, unless this Settlement Agreement is terminated in accordance with the terms hereof, he shall not take any action in opposition to the proposed development project of Colonial, as long as same remains consistent with the PUD conditions approved by Seminole County prior hereto, and as enhanced by the provisions of this Settlement Agreement, and shall not oppose the inclusion of Colonial's proposed development in the Heathrow DRI, excepting as to the Exhibit "C" Property.

Edwards agrees to cooperate with Colonial to extent of communicating non-objection and

consent in writing to governmental agencies reviewing or permitting any aspect of Colonial's proposed development, and personally appearing at public hearings conducted in Seminole County, Florida on a date and at a time when Edwards is in Seminole County and not previously engaged, subject to there being no modification of the proposed development inconsistent with the PUD conditions approved by Seminole County on or about October 13, 1998, as enhanced by the provisions of this Settlement Agreement.

12. No Establishment of Precedent. The parties enter into this Settlement Agreement in a spirit of cooperation for the purposes of resolving disputes which have arisen between them. The acceptance of proposals for purposes of this Settlement Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other governmental body.

13. Multiple Originals/Facsimiles/Counterparts. This Settlement Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose. This Settlement Agreement may be executed by facsimile transmission and in counterparts, all of which taken together shall constitute a single complete agreement.

14. Captions. The captions inserted in this Settlement Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Settlement Agreement.

15. Successors and Assigns. The rights and obligations established by this Settlement Agreement shall be binding upon and shall accrue to the benefit of the successors, assigns and heirs of the parties hereto. It is agreed that Edwards may assign his right to receive the

conveyance of title to the Exhibit "C" Property to Fred C. Edwards, Jr., as Trustee of the Fred C. Edwards, Jr. Living Trust.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be signed as of the dates indicated hereinbelow.

Barbara R. Mascia
Witness (Signature)

BARBARA R. MASCIA
Witness (Print Name)

Michael P. McMahon
Witness (Signature)

Michael P. McMahon
Witness (Print Name)

Fred C. Edwards, Jr.
FRED C. EDWARDS, JR.

Date: July 29, 1999

DEPARTMENT OF COMMUNITY
AFFAIRS

By: J Thomas Beck
J Thomas Beck, Director
Division of Community Planning

Date: August 16, 1989

SEMINOLE COUNTY, FLORIDA

By: Carlton Henley
Chairman
Board of County Commissioners

Approved by the Seminole County Board of
County Commissioners on the 13 day of
July, 1999.

Attest: [Signature]
Clerk of the Board of County
Commissioners

COLONIAL REALTY PROPERTIES
LIMITED PARTNERSHIP

By: **Colonial Properties Trust, its general
partner**

By: Carl A. McHale

Title: Executive Vice-President

Aimee R. Richard
-Witness (Signature)

Aimee R. Richard
Witness (Print Name)

Melanie Mann
Witness (Signature)

Melanie Mann
Witness (Print Name)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged and subscribed before me by FRED C. EDWARDS, JR. on this 29th day of July, 1999, and who is personally known to me as identification.

Michael P. McMahon
Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)



STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged and subscribed before me by Charles A. McGehee, as Executive V.P., of Colonial Properties Trust, General Partner of COLONIAL REALTY LIMITED PARTNERSHIP, on this 2nd day of Aug, 1999, and who is personally known to me or who has produced as identification.

Patricia C. Bradford
Notary Public, State of Alabama
Patricia C. Bradford

(Print, Type or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FRED C. EDWARDS, JR.,

DOAH CASE NO.: 99-0133GM

Petitioner,

VS.

DEPARTMENT OF COMMUNITY
AFFAIRS AND SEMINOLE COUNTY,

Respondents,

and

COLONIAL PROPERTIES, INC.

Intervenor.

**NOTICE OF DISMISSAL WITH PREJUDICE/
MOTION FOR ENTRY OF ORDER OF DISMISSAL WITH PREJUDICE**

Now comes Petitioner, Fred C. Edwards, Jr., by and through undersigned counsel, and hereby gives notice of dismissal of this proceeding with prejudice, and in the alternative requests for entry of an order of dismissal with prejudice, and in support states:

1. All parties to this proceeding have entered into the Settlement Agreement, a copy of which is attached hereto.

2. Petitioner has agreed to the dismissal of this action with prejudice, and all parties have agreed to each bearing their own respective attorneys fees and costs.

3. Undersigned counsel has consulted with the counsel for all other parties and is authorized to represent that there is no objection to the granting of this motion.

DATED this _____ day of June, 1999.

Respectfully submitted,

Michael P. **McMahon**, Esquire
Florida Bar No.: 0201189
AKERMAN, SENTERFITT & EIDSON, P.A.
255 South Orange Avenue
Post Office Box 23 1
Orlando, Florida 32802-023 1
Phone: (407) 843-7860
Fax: (407) 843-6610
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Robert H. Gebaide, Esquire, Deputy County Attorney, Seminole County Government, County Attorney's Office, 1101 East First Street, **Sanford, Florida** 32771, Michael Gore, Esquire, **Shutts & Bowen**, 20 North Orange Avenue, Suite 1000, Orlando, Florida 32801-4626, Meredith A. Harper, Esquire, **Shutts & Bowen**, 20 North Orange Avenue, Suite 1000, Orlando, Florida 32801-4626 and to Shaw Stiller, Esquire, Assistant General Counsel, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 this _____ day of June, 1999.

MICHAEL P. MCMAHON, ESQUIRE

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FRED C. EDWARDS, JR.,

DOAH CASE NO. : 99-0133GM

Petitioner,

vs.

DEPARTMENT OF COMMUNITY
AFFAIRS AND SEMINOLE COUNTY,

Respondents,

and

COLONIAL PROPERTIES, INC.

Intervenor .

**NOTICE OF PENDING SETTLEMENT
AND REQUEST FOR STAY OF PROCEEDINGS**

Petitioner, Fred C. Edwards, Jr., by and through undersigned counsel, hereby gives notice of a pending settlement of this proceeding and requests a stay of these proceedings to allow for the completion of execution of a **Settlement Agreement** and **implementation** of the settlement.

1. Petitioner and Intervenor-Respondent Colonial Properties, Inc. have entered into a **Settlement Agreement**, which will become effective only upon Respondents Seminole County and **Department of Community Affairs** Joining in the Settlement Agreement. It is anticipated that a period of thirty (30) to forty-five (45) days may be required to obtain full execution of the Settlement Agreement.

2. The settlement tentatively reached contemplates certain enhancements and protections for the interest asserted by Petitioner, with Petitioner dismissing this proceeding with prejudice upon full execution of the Settlement Agreement by all parties.

3. Undersigned counsel is authorized by **counsel** for all other parties to represent that there is no objection to this proceeding being stayed. A stay of proceedings will **allow** the parties to focus upon obtaining final execution of the Settlement Agreement and bring this proceeding to an end.

WHEREFORE, Petitioner respectfully requests that this proceeding be placed into abeyance, and that such other relief be granted consistent herewith as is just and fair.

DATED this _____ day of June, 1999.

Respectmllly submitted,

Michael P. **McMahon**, Esquire
Florida Bar No.: 0201189
AKERMAN, SENTERFITT & EIDSON, P.A.
255 South Orange Avenue
Post Office Box 23 1
Orlando, Florida 32802-023 1
Phone: (407) 843-7860
Fax: (407) 843-6610
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Robert H. Gebaide, Esquire, Deputy County Attorney, Seminole County Government, County Attorney's Office, 101 East First Street, Sanford, Florida 32771; Michael Gore, Esquire, Shutts & Bowen, 20 North Orange Avenue, Suite 1000, Orlando, Florida 32801-4626, Meredith A. Harper, Esquire, Shutts & Bowen, 20 North Orange Avenue, Suite 1000, Orlando, Florida 32801-4626 and to Shaw Stiller, Esquire, Assistant General Counsel, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 this _____ day of June, 1999.

MICHAEL P. MCMAHON, ESQUIRE

EXHIBIT B

<p align="center">Shutts & Bowen/Colonial Grand Suburban Estates to Planned Development</p>	
RECOMMENDATIONS	
<p>BOARD OF COUNTY COMMISSIONERS</p> <p>SEPTEMBER 22, 1998</p>	<p>The Board of County Commissioners voted to continue the plan amendment and rezoning to their October 13, 1998, meeting.</p>
<p>BOARD OF COUNTY COMMISSIONERS</p> <p>OCTOBER 13, 1998</p>	<p>Plan Amendment:: The Board of County Commissioners voted 4-1 to adopt Planned Development land use with staff findings.</p> <p>Rezone: In a related action, the Board of County Commissioners voted to adopt PUD (Planned Unit Development) zoning on the site, subject to:</p> <ol style="list-style-type: none"> 1. First tier of buildings along the lakefront and along the north buffer to be a maximum of two (2) stories. Buildings on the remainder of the site may be three (3) stories, with a maximum height of 35'. 2. No parking areas to be located adjacent to the lake. 3. Apartment buildings to be similar in scale and architecture as the existing buildings in Phase I. 4. The applicant to maintain a 200' buffer along the north property line. There shall be no buildings or other structures, parking, or roadways within the buffer; however, stormwater retention ponds may be located within the south 150' of the buffer. Within the north 50' of the buffer, the applicant shall provide a 50-foot wide strip of vegetative plantings. The applicant shall construct a 6-foot high brick wall on a 2' high berm (or a 5-foot brick wall on a 3' high berm), to be located 15' from the north property line. Design of the brick wall shall be consistent with the design of the existing HIBC wall to the east, and the required wall shall connect to the existing HIBC wall. Plantings within the 50' strip south of the wall to be a minimum of two staggered rows of canopy trees at 25' intervals, with at least two tree species utilized. Plantings north of the wall to consist of two staggered rows of trees. Applicant to provide additional tree plantings throughout the buffer, with the exception of stormwater pond sites. Applicant to be responsible for maintenance of the wall and plantings.

Shutts & Bowen/Colonial Grand Suburban Estates to Planned Development		
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RECOMMENDATIONS	
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BOARD OF COUNTY COMMISSIONERS	
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OCTOBER 13, 1998	
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| | <ol style="list-style-type: none">5. There shall be no access to the First tier of buildings along the lakefront and along the north buffer to be a north via Banana Lake Road.6. Applicant to retain existing pine trees on the "peninsula" area to the greatest extent practical. Where necessary, supplemental plantings of canopy and <u>understory</u> trees will be required to "break up" the view of the complex from neighboring properties. Supplemental plantings to be determined during site plan review.7. Applicant to preserve existing specimen trees to the greatest extent practical. Where necessary, replacement tree plantings in accordance with County arbor regulations will be required. Replacement tree requirements to be determined during site plan review.8. Site lighting to be <u>cut-off/shoebox</u> type, with a maximum height of 20', including fixtures. Lighting to be located no closer than 50' to the north property line or lakefront, and footcandles at the north and west property lines may not exceed 0.5.9. Applicant may provide boardwalks and other passive amenities along the lakefront. However, no personal watercraft or boats to be permitted.10. Minimum buffer along the lake to be 50' in width, with an additional 20' building setback. Only minor recreational uses (boardwalks, picnic tables, and similar uses) are permitted within the buffer. |
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<p style="text-align: center;">Shutts & Bowen/Colonial Grand Suburban Estates to Planned Development</p>		
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<p>RECOMMENDATIONS</p>		
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<p>BOARD OF COUNTY COMMISSIONERS</p>		
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<p>OCTOBER 13, 1998</p>		
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| | <ol style="list-style-type: none">11. Applicant to investigate means to cooperatively improve and maintain Island Lake, including partnerships with HOAs within Heathrow or other applicable entities.12. In Phase I (existing apartments), applicant to provide additional canopy tree plantings to enhance buffering along the lake. Plantings to consist of scattered fast-growing canopy trees of at least two (2) species. Majority of the plantings to be utilized at the three apartment buildings along the lake and closest to the satellite dish location.13. In Phase I (existing apartments), applicant to provide additional buffering at the satellite dish location. Plantings on the side facing the lake to consist of a hedge and staggered row of understory trees. Alternatively, the satellite dish installation may be relocated interior to the site. |
|--|--|