

**SEMINOLE COUNTY GOVERNMENT  
LAND PLANNING AGENCY / PLANNING AND ZONING COMMISSION  
AGENDA MEMORANDUM**

**SUBJECT:** NW Oregon PUD Major Amendment

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

**AUTHORIZED BY:** Matthew West **CONTACT:** Tina Deater <sup>TD</sup> **EXT.** 7440

**Agenda Date** 03/03/04 **Regular**  **Work Session**  **Briefing**   
**Special Hearing – 6:00**  **Public Hearing – 7:00**

**MOTION/RECOMMENDATION:**

1. Recommend APPROVAL of the request for a major amendment to an existing PUD agreement, located on the northwest corner of the intersection of SR 46, and N. Oregon Street, subject to the amended and restated Developer's Commitment Agreement (Kenneth Wright, applicant); or
2. Recommend DENIAL of the request for a major amendment to an existing PUD agreement, located on the northwest corner of the intersection of SR 46, and N. Oregon Street, subject to the amended and restated Developer's Commitment Agreement (Kenneth Wright, applicant); or
3. CONTINUE the public hearing until a time and date certain.

(District 5 – Commissioner McLain)

(Tina Deater, Senior Planner)

**BACKGROUND:**

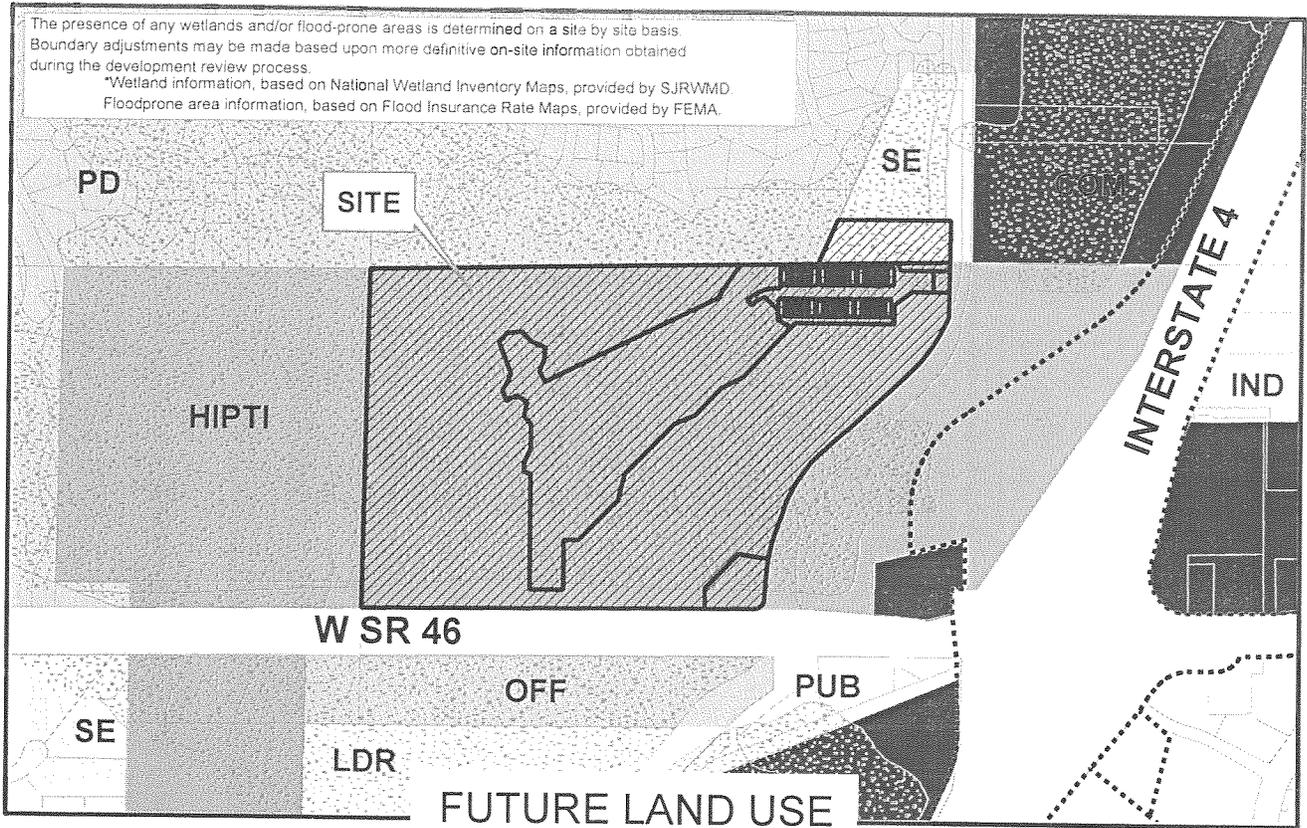
The applicant, Kenneth Wright of Shutts & Bowen LLP, requests a major amendment to an existing PUD agreement, consisting of converting the approved shopping center to an automobile dealership, which includes auto repair/service and a collision center, and 154 townhouses. The subject property has a PUD (Planned Unit Development) zoning classification and a PD (Planned Development) future land use designation.

**Reviewed by:**  
Co Atty: \_\_\_\_\_  
DFS: \_\_\_\_\_  
OTHER: \_\_\_\_\_  
DCM: \_\_\_\_\_  
CM: \_\_\_\_\_  
**File No.** Z2004-001

**Staff Recommendation:**

Staff recommends APPROVAL of the requested major PUD amendment, subject to the attached Revised Master Plan and Revised and Restated Developer's Commitment Agreement with the condition that a 50' minimum building setback on Lot 1B from the Lot 1A Boundary Line is maintained.

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.  
 Floodprone area information, based on Flood Insurance Rate Maps, provided by FEMA.

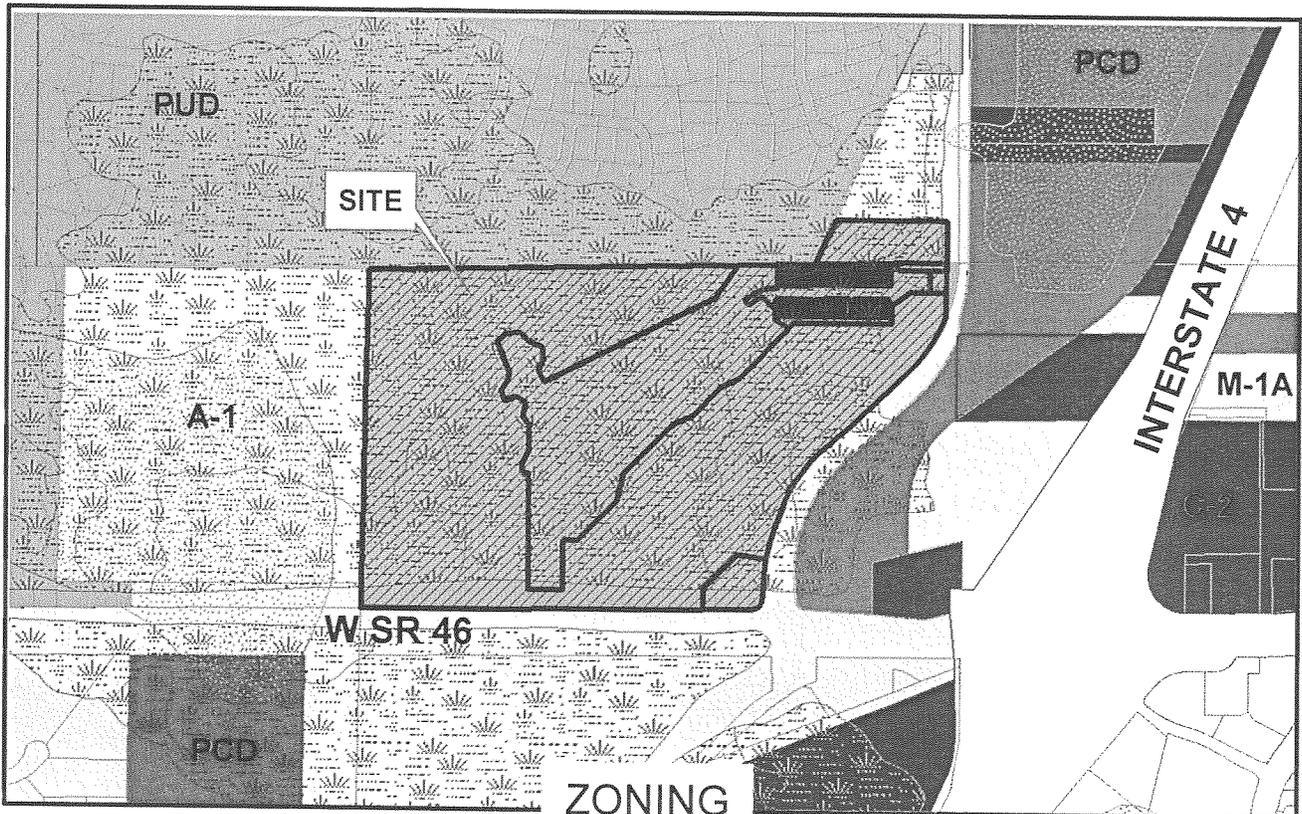


**FUTURE LAND USE**

- Site
- Municipality
- SE
- LDR
- PD
- OFF
- COM
- IND
- HIPTI
- PUB
- CONS

Applicant: Kenneth W. Wright, Shutts & Bowen LLP  
 Physical STR: part of 29-19-30  
 Gross Acres: +/- 75.4 BCC District: 5  
 Existing Use: Miscellaneous Residential  
 Special Notes: None

	Amend/Rezoning#	From	To
FLU	--	--	--
Zoning	Z2004-001	PUD	PUD



**ZONING**

- A-1
- C-1
- M-1A
- PUD
- PCD
- FP-1
- W-1



Rezone No: Z2004-001  
From: PUD To: PUD

-  Parcel
-  Subject Property



February 1999 Color Aerials

## NW OREGON PUD MAJOR AMENDMENT

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

### OVERVIEW

**Zoning Request:** The applicant, Kenneth Wright of Shutts & Bowen LLP, requests a major amendment to an existing PUD agreement, consisting of converting the approved shopping center to an automobile dealership, which includes auto repair/service and a collision center, and 154 townhouses. The subject property has a PUD (Planned Unit Development) zoning classification and a PD (Planned Development) future land use.

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

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

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

The current PUD has a gross area of approximately 72.9 acres, and was approved on August 28, 2001. The applicant is proposing that Lot 1, which was originally approved for a retail center, be split into Lot 1A, which will have a car dealership, and Lot 1B, which will have 154 townhouses. The current PUD agreement is attached for

NW Oregon PUD Major Amendment  
 Agenda Memorandum

comparison to the Revised and Restated agreement. The following table summarizes the amendments proposed by the applicant:

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

Under the original Developer's Commitment Agreement, there was a minimum 50' building setback between the commercial development on Lot 1 and the multi-family development on Lot 6. As part of this revision, the applicant is proposing a minimum 15' building setback on Lot 1B (multi-family) from the Lot 1A (commercial/car dealership) boundary line. Staff's opinion is that the car dealership use is just as intense as the originally proposed retail center, and therefore the minimum 50' building setback should apply between the commercial use on Lot 1A and the multi-family use on Lot 1B. The 50' minimum building setback on Lot 1B from the Lot 1A Boundary Line should be a condition of approval.

### **SITE ANALYSIS**

#### **Facilities and Services:**

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

#### **Water and Sewer:**

Water and sewer services are provided by Seminole County.

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

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

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

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

### **STAFF RECOMMENDATION**

Staff recommends APPROVAL of the requested major PUD amendment, subject to the attached Revised Master Plan and Revised and Restated Developer's Commitment Agreement with the condition that a 50' minimum building setback on Lot 1B from the Lot 1A Boundary Line is maintained.

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

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

**I. LEGAL DESCRIPTION**

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

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

**II. PROPERTY OWNER**

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

**III. STATEMENT OF BASIC FACTS**

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

RETURN TO SANDY MCCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2001750734 BK 04191 PG 0183 RECD 10/10/2001 04:20:56 PM RECD BY G HARTON

BK 274 PG 2885.5

IV. LOT PLAN - LAND USE BREAKDOWN

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

V. OPEN SPACE CALCULATIONS

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

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

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

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

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

**Conservation Area:** Contains 22.954 acres

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Total Open Space 25.42 acres (34.86% of 72.902 acres)

VI. **BUILDING SETBACKS**

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

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

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

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

C. **Maximum Building Height**

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

VII. **PERMITTED USES**

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

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

VIII. **LANDSCAPE & BUFFER CRITERIA**

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

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

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

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

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

**IX. DEVELOPMENT COMMITMENTS**

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

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

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

X. **PUBLIC FACILITIES**

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

**WATER:**

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

**SANITARY SEWER:**

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

**STORM DRAINAGE:**

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

FIRE PROTECTION:

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

XI. STANDARD COMMITMENTS

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

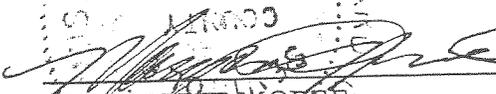
XII. INTERPRETATION; RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER

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

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST: 013073

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



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

By:



DICK VAN DER WEIDE, Chairman

Date: 9.6.2001

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

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



County Attorney

*M. Dregan P.D. Development  
Commitment Agent*

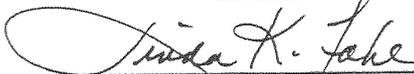
Exhibit "A"      Legal Description of Property  
Exhibit "B"      Reduced Copy of Final Master Plan

OWNER'S CONSENT AND COVENANT

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

WITNESSES:

  
Print Name: SERENA M. WILLIAMS

  
Print Name: LINDA K. FOHL

"OWNER"

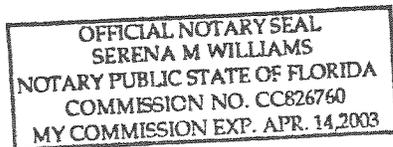
NW OREGON, LTD., a Florida limited partnership

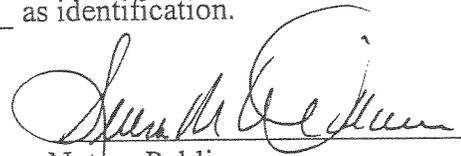
By: Schrimsher Investments Corporation, a Florida corporation, its general partner

By:   
J. Steven Schrimsher, President

STATE OF FLORIDA )  
COUNTY OF ORANGE )

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



  
Notary Public

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

**THE "PROPERTY"**

**LEGAL DESCRIPTION**

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

Begin at the Northwest corner of said Section 29; thence run N 89°44'08" E along the North line of the Northwest 1/4 of said Section 29 for a distance of 1938.92 feet to the Sanford Grant line; thence run N 24°38'27" E along said Sanford Grant line for a distance of 212.79 feet to the North line of the South 193.00 feet of the South 1/2 of the Southwest 1/4 in Sanford Grant of said Section 20; thence run N 89°44'08" E along said North line of the South 193.00 feet for a distance of 500.58 feet to the West line of a Florida Power Corporation Easement, as recorded in Deed Book 149, page 356, of the Public Records of Seminole County, Florida; thence run S 00°12'27" E along said West line for a distance of 193.00 feet to the North line of the Northwest 1/4 of said Section 29; thence run S 00°11'42" E along said West line for a distance of 240.91 feet to a point on a non-tangent curve concave Northwesterly and the Westerly right-of-way line of Oregon Avenue, as recorded in Official Records Book 3332, page 0477, of said Public Records, having a radius of 725.00 feet and chord bearing of S 36°10'17" W; thence run the following five (5) courses along said Westerly right-of-way line; Southwesterly along the arc of said curve through a central angle of 23°50'38" for a distance of 301.71 feet to the point of tangency; thence run S48°05'36" W for a distance of 333.46 feet to the point of curvature of a curve concave Southeasterly having a radius of 785.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 48°15'18" for a distance of 661.14 feet; thence run S03°55'26" W for a distance of 93.80 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 85°54'52" for a distance of 74.97 feet to the North right-of-way line of State Road 46 and the point of tangency; thence run S 89°50'18" W along said North right-of-way line for a distance of 1782.03 feet to the West line of the Northwest 1/4 of said Section 29; thence run N00°14'12" W along said West line for a distance of 1425.42 feet to the POINT BEGINNING.

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

**EXHIBIT "A"**





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

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

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

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

III. **STATEMENT OF BASIC FACTS.**

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

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

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

IV. LOT PLAN – LAND USE BREAKDOWN.

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

V. OPEN SPACE CALCULATIONS.

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

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

Total Land Area:                      72.90 acres  
 Open Space Required:                25%+72090 acres x 0.25 = 18.225 acres  
 Open Space Provided:                25.42 acres/ 72.902 acres = 34.86%

**Commercial Landscape Buffer:**

- 35’ minimum landscape buffer on Lot 1A where it abuts Lot 6.
- 10’ minimum landscape buffer with a 6 foot screen wall on Lot 1A where it abuts Lot 1B.
- 15’ minimum landscape buffers along SR 46 and North Oregon Street

- 10' landscape buffer along west side of Lot 2
- 5' landscape buffers between Lots 2, 3, 4, and 5
- 15' landscape buffer on rear of Lots 2, 3, 4, and 5
- 15' landscape buffer between Lots 5 and 6

**Multi-Family Landscape Buffer:**

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

**Conservation Area:** Contains 22.954 acres

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

**VI. BUILDINGS SETBACKS.**

**A. Commercial: Minimum Building Setbacks**

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

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

- 5' building setback between buildings
- 35' Building setback from the Oregon Street right-of-way
- 50' Building setback on Lot 6 from the Lot 1A Boundary Line
- 50' Building setback on Lot 1B from the Lot 1A Boundary Line

**C. Maximum Building Height**

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

**VII. PERMITTED USES.**

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

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

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

VIII. LANDSCAPE AND BUFFER CRITERIA.

- A. A buffer consisting of two (2) rows of live oak trees spaced 25' on center with a 4" caliper tree shall be placed within the landscape buffer lying between Lot 1A and Lot 6.
- B. The Owners shall preserve approximately 41.4%, or approximately 2,243 out of approximately 5,420 existing trees, which are 6" or larger, over the entire Property, pursuant to the following table:

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

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

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

IX. MICELLANEOUS DEVELOPMENT COMMITMENTS.

- A. The development of the Property shall comply with the Revised Final PUD Master Plan attached hereto as Exhibit "B".
- B. Prior to the issuance of the Certificate of Occupancy for Lot 1A, the Owner of Lot 1A shall install a six foot (6') screening wall on the commercial side of the landscape buffer between Lot 1A and Lot 1B and on the commercial side of the landscape buffer between Lot 1A and Lot 6.
- C. On residential lots, the owners may install only cut-off lighting fixtures, which shall be

limited to a maximum height of twenty (20) feet. Commercial tracts shall meet the requirements of the Seminole County Land Development Code.

- D. The Owners shall provide a pedestrian access to all buildings within the commercial component of the PUD.
- E. Any traffic signal modifications needed as a result of development of the Property shall be paid for by the Owners of such portion of the Property which requires such modifications as a condition of development.
- F. The Owners shall comply with all applicable FDOT and Seminole County traffic design standards.
- G. Prior to commencement of construction pursuant to final County engineering approval, the Owner shall have received SJRWMD approval of the wetlands mitigation plan for the property.
- H. Road improvements on S.R. 46 and Oregon Street, such as turn lanes, median openings, etc., shall be constructed concurrently with the development of that portion of the Property which will be benefited by such improvement as reflected on the Revised Final Master Plan.
- I. No outdoor amplification of sound shall be permitted within the development.

X. **PUBLIC FACILITIES.**

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

**WATER:**

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

**SANITARY SEWER:**

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

**STORM DRAINAGE:**

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

**FIRE PROTECTION:**

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

**XI. STANDARD COMMITMENTS.**

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

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

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

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

OWNERS' CONSENT AND COVENANT

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

WITNESSES:

OWNERS:

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

NW OREGON, LTD., a Florida limited partnership

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

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

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

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

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

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

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

OWNERS' CONSENT AND COVENANT

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

WITNESSES:

OWNERS:

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

PULTE HOME CORPORATION, a  
Michigan corporation

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

\_\_\_\_\_  
Larry Kaufmann, Senior Land Development  
Manager, Pulte Homes

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by Larry Kaufmann, as the Sr. Land Development Manager of Pulte Home Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

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

EXHIBIT "A"

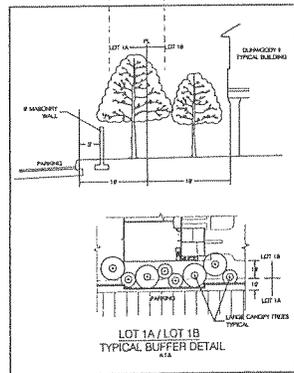
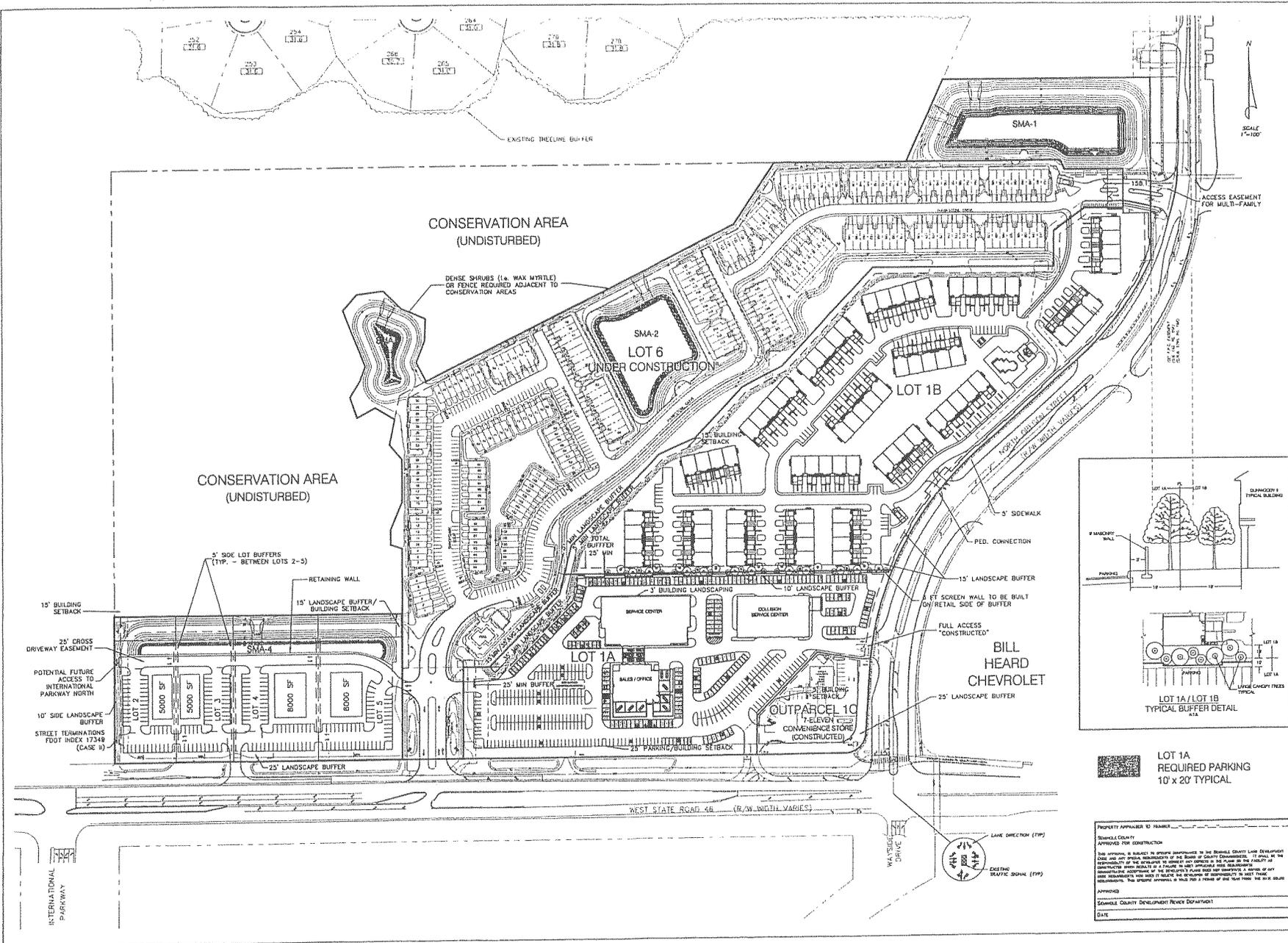
LEGAL DESCRIPTION

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

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

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

EXHIBIT "B"



**LOT 1A  
REQUIRED PARKING  
10' x 20' TYPICAL**

PROPERTY APPROX. TO FRAME:  
 SEMINOLE COUNTY  
 APPROVED FOR CONSTRUCTION  
 THIS APPROVAL IS SUBJECT TO PRELIMINARY REVIEW BY THE SEMINOLE COUNTY LAND DEVELOPMENT DEPARTMENT AND ANY OTHER DEPARTMENT OF THE COUNTY GOVERNMENT. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE SEMINOLE COUNTY GOVERNMENT AND ANY OTHER DEPARTMENT OF THE COUNTY GOVERNMENT. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE SEMINOLE COUNTY GOVERNMENT AND ANY OTHER DEPARTMENT OF THE COUNTY GOVERNMENT. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE SEMINOLE COUNTY GOVERNMENT AND ANY OTHER DEPARTMENT OF THE COUNTY GOVERNMENT.  
 APPROVED  
 SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT  
 DATE

REVISIONS:  
 1. 2/1/04 - REVISED PER STAFF COMMENTS

PREPARED BY:  
 TIPTON ASSOCIATES INCORPORATED  
 760 MAGUIRE BOULEVARD  
 ORLANDO, FLORIDA 32803  
 (407) 896-8840  
 @ FAX: (407) 896-8840

**ia**

NW OREGON PUD  
 FINAL MASTER PLAN AMENDMENT  
 SEMINOLE COUNTY, FLORIDA  
 MASTER LAND USE PLAN

DESIGNED BY:  
 WJE  
 DRAWN BY:  
 YW, WJC  
 WILLIAM E. WITTE, P.E.

DATE:  
 12/02/03

PROJECT:  
 3-497.1

DATE:  
 12/02/03

SHEET:  
 4 of 10

NW OREGON

RESUBDIVISION

That part of Sections 20 and 26, Township 18 North, Range 30 East, Seminole County, Florida, described:

Begin at the Northwest corner of said Section 20; thence run N 89°44'00" E along the North line of the Northwest 1/4 of said Section 20 for a distance of 183.12 feet to the Southwest corner; thence run S 72°37'17" E along said Southwest line for a distance of 213.79 feet to the North line of the South 1/2 of said Section 20; thence run S 72°37'17" E along said North line for a distance of 202.81 feet to the West line of the West 1/2 of said Section 20; thence run S 72°37'17" E along said West line for a distance of 183.12 feet to the point of beginning.

NW OREGON LOT 1A CONSERVATION AREA

RESUBDIVISION

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

Begin at the Northwest corner of said Section 20; thence run N 89°44'00" E along the North line of the Northwest 1/4 of said Section 20 for a distance of 183.12 feet to the Southwest corner; thence run S 72°37'17" E along said Southwest line for a distance of 213.79 feet to the North line of the South 1/2 of said Section 20; thence run S 72°37'17" E along said North line for a distance of 202.81 feet to the West line of the West 1/2 of said Section 20; thence run S 72°37'17" E along said West line for a distance of 183.12 feet to the point of beginning.

DEVELOPMENT AREA

RESUBDIVISION

That part of Sections 20 and 26, Township 18 North, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Northwest corner of said Section 20; thence run N 89°44'00" E along the North line of the Northwest 1/4 of said Section 20 for a distance of 183.12 feet to the Southwest corner; thence run S 72°37'17" E along said Southwest line for a distance of 213.79 feet to the North line of the South 1/2 of said Section 20; thence run S 72°37'17" E along said North line for a distance of 202.81 feet to the West line of the West 1/2 of said Section 20; thence run S 72°37'17" E along said West line for a distance of 183.12 feet to the point of beginning.

OVERALL PUD SITE DATA

- TOTAL SITE AREA = 23.08 ACRES
TOTAL PROVIDED IN CONSERVATION AREA = 31.85 ACRES
EXISTING FOREST PRESERVED AND CONSERVED USES PERMITTED UNDER ALL 8-8 MULTIFAMILY AND RESIDENTIAL USES UNDER THE 2011 LAND USE PLAN...

PROPOSED LAND COVER SUMMARY

- TOTAL OPEN SPACE AREA REQUIRED (MAXIMUM 20%) = 18.83 ACRES
TOTAL OPEN SPACE AREA PROVIDED = 28.25 ACRES (15% OVER)
TOTAL FOREST PRESERVED AND CONSERVED USES PERMITTED UNDER ALL 8-8 MULTIFAMILY AND RESIDENTIAL USES UNDER THE 2011 LAND USE PLAN...

LANDSCAPE BUFFERS

- MINIMUM POLE BUSHING BUFFER: 10'
MINIMUM EXTERIOR POLE BUSHING BUFFER: 10'
MINIMUM EXTERIOR POLE ROW BUFFER: 10'
MINIMUM INTERIOR PROPERTY LINE BUFFER: 10'

BUILDING SETBACKS

- MINIMUM EXTERIOR POLE BUILD SETBACKS: 10'
SIDE: 10'
REAR: 10'

PROPOSED SITE IMPROVEMENT INFORMATION

- WATER: SEMINOLE COUNTY
SEWER: SEMINOLE COUNTY
SLOPE: (1) 8% SLOPE STOP AND (1) 10' SLOPE STOP WITH ADA ACCESSIBLE RAMP TO ACCORD WITH SEMINOLE COUNTY AND LHM REQUIREMENTS...

SITE LIGHTING

- MAXIMUM POLE HEIGHT: LIGHT POLES SHALL BE 30' MAXIMUM HEIGHT.
FUTURE TYPE: SPACE BOLT OR OTHER DOWNWARD THROU-ROOF TYPE.
SIGNAL SHALL BE PROVIDED TO LIMIT SPEEDS TO A MAXIMUM OF 0.8 FOOT-CANDLES OUTSIDE THE BOUNDARIES OF THE PUD.

STORM WATER MANAGEMENT

- STORM WATER MANAGEMENT FACILITY WILL BE PROVIDED TO MEET WATER QUALITY AND WATER QUANTITY REQUIREMENTS IN ACCORDANCE WITH THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT'S HANDBOOK AND SEMINOLE COUNTY STORM WATER CONTROL...

NATURAL FEATURES

- EXISTING TREES: 2% OF EXISTING TREES 6" OR GREATER MUST BE RETAINED.

REMARKS

IT IS ESTIMATED THAT THERE ARE APPROXIMATELY 4,120 EXISTING TREES ON-SITE, 4" OR LARGER, APPROXIMATELY 2.4% OF WHICH SHALL BE PRESERVED, WHICH IS APPROXIMATELY 4.2% TREE DENSITY. TREE QUANTITY AND VALUE ESTIMATED BY USING THE AVERAGE NUMBER OF EXISTING TREES 4" OR LARGER, OCCURRING IN THE REPRESENTATIVE ACRES OF THE SITE AND ESTIMATING THAT AVERAGE NUMBER AS THE NUMBER OF TREES THAT EXIST IN EACH WOODS AREA...

LOT # EX TRES TREES TO BE PRESERVED PERCENTAGE

Table with 4 columns: LOT #, EX TRES, TREES TO BE PRESERVED, PERCENTAGE. Rows include LOT 1, LOT 2, LOT 3, and TOTAL.

ALL ABOVE QUANTITIES ARE ESTIMATES. THE OWNER IS NOT REQUIRED TO PRESERVE THE EXACT NUMBER OF EXISTING TREES WITH EACH LOT AS SET FORTH ABOVE, AS LONG AS THE TOTAL PERCENTAGE OF TREES TO BE PRESERVED IS AT LEAST THE TOTAL PERCENTAGE OF EXISTING TREES OVER THE ENTIRE PROPERTY.

SHADE NOTES ARE PER APPROVED MASTER PLAN DATED 8/20/11

LOT DATA

LOT 1: COMMERCIAL/RETAIL/MULTI-FAMILY

NET AREA

- TOTAL SITE AREA = 23.08 ACRES
CONSERVATION/RETAIN: MAXIMUM 20% PROVIDED IN CONSERVATION AREA = 31.85 ACRES
TOTAL PROVIDED IN CONSERVATION AREA = 31.85 ACRES

PARKING DATA

- TOTAL PARKING PROVIDED (NOT INCLUDING BUT PARCELS 1A, 1B, 1C) = 207 SPACES
TOTAL PARKING PROVIDED (INCLUDING BUT PARCELS 1A, 1B, 1C) = 207 SPACES

LANDSCAPING

- CONSERVATION/RETAIN - NOT INCLUDING BUT PARCELS 1A, 1B, 1C) = 10.0 ACRES
TOTAL LANDSCAPING EQUAL TO 10% OF TOTAL PARKING AREA

ACTIVE BUFFER REQUIREMENT

- 28' LANDSCAPE BUFFER
30' LANDSCAPE BUFFER
30' LANDSCAPE BUFFER

LOT 2: COMMERCIAL/RETAIL

- SITE AREA = 1,200 ACRES
BUILDING AREA = 8,000 SQ. FT.

LOT 3: COMMERCIAL/RETAIL

- SITE AREA = 1,800 ACRES
BUILDING AREA = 8,000 SQ. FT.

LOT 4: COMMERCIAL/RETAIL

- SITE AREA = 1,800 ACRES
BUILDING AREA = 8,000 SQ. FT.

LOT 5: (TOTAL)

- TOTAL SITE AREA = 5,800 ACRES
TOTAL IMPROVEMENT AREA INCLUDING AND EXCLUDING = 4.8 ACRES

MASTER PLAN AMENDMENT (AMENDED NOTES)

LOT DATA

LOT 1: COMMERCIAL/RETAIL/MULTI-FAMILY

SITE AREA

- TOTAL SITE AREA = 25,300 ACRES
TOTAL RESIDENTIAL UNITS = 200 MAXIMUM
TOTAL RESIDENTIAL UNITS = 13,770 UNITS PER ACRE

PARKING DATA

- TOTAL PARKING PROVIDED (NOT INCLUDING BUT PARCELS 1A, 1B, 1C) = 207 SPACES
TOTAL PARKING PROVIDED (INCLUDING BUT PARCELS 1A, 1B, 1C) = 207 SPACES

LANDSCAPING

- CONSERVATION/RETAIN - NOT INCLUDING BUT PARCELS 1A, 1B, 1C) = 10.0 ACRES
TOTAL LANDSCAPING EQUAL TO 10% OF TOTAL PARKING AREA

ACTIVE BUFFER REQUIREMENT

- 28' LANDSCAPE BUFFER
30' LANDSCAPE BUFFER
30' LANDSCAPE BUFFER

LOT 2: COMMERCIAL/RETAIL

- SITE AREA = 1,200 ACRES
BUILDING AREA = 8,000 SQ. FT.

LOT 3: COMMERCIAL/RETAIL

- SITE AREA = 1,800 ACRES
BUILDING AREA = 8,000 SQ. FT.

LOT 4: COMMERCIAL/RETAIL

- SITE AREA = 1,800 ACRES
BUILDING AREA = 8,000 SQ. FT.

LOT 5: (TOTAL)

- TOTAL SITE AREA = 5,800 ACRES
TOTAL IMPROVEMENT AREA INCLUDING AND EXCLUDING = 4.8 ACRES

LOT 6: (MULTIFAMILY)

- TOTAL MULTIFAMILY AREA = 18.06 ACRES
TOTAL RESIDENTIAL UNITS = 200 MAXIMUM
TOTAL RESIDENTIAL UNITS = 13,770 UNITS PER ACRE

PARKING DATA

- TOTAL PARKING PROVIDED (NOT INCLUDING BUT PARCELS 1A, 1B, 1C) = 207 SPACES
TOTAL PARKING PROVIDED (INCLUDING BUT PARCELS 1A, 1B, 1C) = 207 SPACES

LANDSCAPING

- CONSERVATION/RETAIN - NOT INCLUDING BUT PARCELS 1A, 1B, 1C) = 10.0 ACRES
TOTAL LANDSCAPING EQUAL TO 10% OF TOTAL PARKING AREA

ACTIVE BUFFER REQUIREMENT

- 28' LANDSCAPE BUFFER
30' LANDSCAPE BUFFER
30' LANDSCAPE BUFFER

LOT 7: COMMERCIAL/RETAIL

- SITE AREA = 1,200 ACRES
BUILDING AREA = 8,000 SQ. FT.

LOT 8: COMMERCIAL/RETAIL

- SITE AREA = 1,800 ACRES
BUILDING AREA = 8,000 SQ. FT.

LOT 9: (TOTAL)

- TOTAL SITE AREA = 5,800 ACRES
TOTAL IMPROVEMENT AREA INCLUDING AND EXCLUDING = 4.8 ACRES

Vertical sidebar containing project information: PREPARED BY: NW OREGON PUD ASSOCIATES, INCORPORATED; DESIGNER: WILLIAM E. WHITE, P.E.; DATE: 12/02/03; SHEET: 3 OF 10.

EXHIBIT "B" CONT.

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

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

**Section 1. LEGISLATIVE FINDINGS.**

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

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

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

**SEE ATTACHED EXHIBIT A.**

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

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

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

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

ENACTED this 12th day of April, 2004.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

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

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