

ITEM # \_\_\_\_\_

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

**SUBJECT:** NW Oregon PUD Major Amendment-Westwood Village

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

**AUTHORIZED BY:** Tony Walter *TV* **CONTACT:** Tina Williamson *TW* EXT. 7353

Agenda Date <u>8/2/06</u>	Regular <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Special Hearing – 6:00 <input type="checkbox"/>	Public Hearing – 7:00 <input checked="" type="checkbox"/>	

**MOTION/RECOMMENDATION:**

1. **RECOMMEND APPROVAL** of the PUD Major Amendment, Third Revised and Restated Developer’s Commitment Agreement and Revised Final Master Plan for property located on the northwest corner of the intersection of SR 46, and N. Oregon Street, known as the NW Oregon PUD, subject to the Third Revised and Restated Developer’s Commitment Agreement, and authorize the Chairman to execute the aforementioned documents (CRF-Sanford, LLC, applicant); or
2. **RECOMMEND DENIAL** of the PUD Major Amendment, Third Revised and Restated Developer’s Commitment Agreement and Revised Final Master Plan for property located on the northwest corner of the intersection of SR 46, and N. Oregon Street, known as the NW Oregon PUD (CRF-Sanford, LLC, applicant); or
3. **CONTINUE** the public hearing until a time and date certain.

District 5 – Commissioner Carey

Tina Williamson, Principal Coordinator

**BACKGROUND:**

The applicant is requesting a major amendment to the NW Oregon PUD Final Master Plan and Developer’s Commitment Agreement. Under the original PUD Final Master Plan approved in 2001, Lot 1 was designated for commercial/retail uses with a maximum building area of 200,000 square feet and a maximum single building area of 80,000 square feet.

Reviewed by: _____
Co Atty: <u><i>KFT</i></u>
DFS: _____
OTHER: _____
DCM: _____
CM: _____
File No. <u>Z 2006-036</u>

In 2004, the PUD was amended and Lot 1 was split into Lots 1A and 1B. Lot 1A was approved for a 75,000 square foot auto dealership with repair center and Lot 1B was approved for 154 townhouse units, which are currently under construction. Under this proposed amendment, the applicant is requesting that the auto dealership be eliminated and Lot 1A be divided into three lots with a total of 58,000 square feet of building area and a maximum single building area of 26,000 square feet, as follows:

Lot	Square Footage
Lot 1A	38,000 sq. ft. (maximum single building area of 26,000 sq. ft.)
Outparcel 1A	10,000 sq. ft.
Outparcel 1B	10,000 sq. ft.
<b>Total</b>	<b>58,000 square feet</b>

The uses allowed on the subject lots will be 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. These uses are the same as the uses allowed on the already existing commercial Lots 2-4 that were created as part of the amendment that was approved at the May 23, 2006 Board of County Commissioners meeting.

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the PUD Major Amendment, Third Revised and Restated Developer’s Commitment Agreement and Revised Final Master Plan for property located on the northwest corner of the intersection of SR 46, and N. Oregon Street, known as the NW Oregon PUD, subject to the Third Revised and Restated Developer’s Commitment Agreement.

Attachments:

- Location Map
- FLU/Zoning Map
- Aerial Photo
- Revised Final Master Plan
- Third Revised and Restated Developer’s Commitment Agreement
- Rezone Ordinance

## NW Oregon PUD Major Amendment Rezone from PUD to PUD

<b>APPLICANT</b>	CRF-Sanford, LLC	
<b>PROPERTY OWNER</b>	CRF-Sanford, LLC	
<b>REQUEST</b>	PUD Major Amendment (Rezone from PUD to PUD)	
<b>PROPERTY SIZE</b>	72.90 ± acres	
<b>HEARING DATE (S)</b>	P&Z: August 2, 2006	BCC: September 12, 2006
<b>PARCEL ID</b>	29-19-30-300-0150-0000, 29-19-30-300-015J-0000, 29-19-30-506-0000-0010	
<b>LOCATION</b>	Located on the northwest corner of the intersection of SR 46, and N. Oregon Street	
<b>FUTURE LAND USE</b>	HIP-TI	
<b>ZONING</b>	PUD	
<b>FILE NUMBER</b>	Z2005-073	
<b>COMMISSION DISTRICT</b>	#5 – Carey	

### PROPOSED DEVELOPMENT:

The applicant is requesting a major amendment to the NW Oregon PUD Final Master Plan and Developer's Commitment Agreement. Under the original PUD Final Master Plan approved in 2001, Lot 1 was designated for commercial/retail uses with a maximum building area of 200,000 square feet and a maximum single building area of 80,000 square feet. In 2004, the PUD was amended and Lot 1 was split into Lots 1A and 1B. Lot 1A was approved for a 75,000 square foot auto dealership with repair center and Lot 1B was approved for 154 townhouse units, which are currently under construction. Under this proposed amendment, the applicant is requesting that the auto dealership be eliminated and Lot 1A be divided into three lots with a total of 58,000 square feet of building area and a maximum single building area of 26,000 square feet, as follows:

Lot	Square Footage
Lot 1A	38,000 sq. ft. (maximum single building area of 26,000 sq. ft.)
Outparcel 1A	10,000 sq. ft.
Outparcel 1B	10,000 sq. ft.
<b>Total</b>	<b>58,000 square feet</b>

The uses allowed on the subject lots will be 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. These uses are the same as the uses allowed on the

already existing commercial Lots 2-4 that were created as part of the amendment that was approved at the May 23, 2006 Board of County Commissioners meeting.

**ANALYSIS OVERVIEW:**

ZONING REQUEST

The following table depicts the current and proposed minimum regulations for Lot 1A:

<b>DISTRICT REGULATIONS</b>	<b>Existing Zoning (Auto Dealership)</b>	<b>Proposed Zoning (Commercial/Retail)</b>
Front Yard Setback	25'	25'
Side Yard Setback	5'	5'
(Street) Side Yard Setback	50'	25'
Rear Yard Setback	50'	25'
Maximum Building Height	35', plus 3.5' for architectural treatments	35', plus 3.5' for architectural treatments

**PERMITTED & SPECIAL EXCEPTION USES**

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

<b>Zoning District</b>	<b>Permitted Uses</b>	<b>Special Exception</b>	<b>Minimum Lot Size</b>
Lot 1A (Existing)	Auto dealership with auto repair and paint and body shops	N/A	N/A
Lot 1A, Outparcel 1A, Outparcel 1B (Proposed)	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.	N/A	N/A

**COMPATIBILITY WITH SURROUNDING PROPERTIES**

The Future Land Use designations, zoning districts and existing uses for Lot 1A (proposed Lot 1A, Outparcel 1A and Outparcel 1B) and the abutting parcels are as follows:

(North)

	<b>HIP-TI</b> Townhomes <i>PUD</i>	<b>PD</b> Townhomes Under Construction <i>PUD</i>	<b>HIP-TI</b> Townhomes Under Construction <i>PUD</i>	
(West)	<b>HIP-TI</b> Future Commercial Lots 2-4 <i>PUD</i>	<b>HIP-TI</b> Vacant <i>PUD</i>	<b>HIP-TI</b> Oregon St., Auto Dealership <i>PCD</i>	(East)
	<b>Office</b> SR 46, Vacant <i>A-1</i>	<b>Office</b> SR 46, Vacant <i>A-1</i>	<b>HIP-TI</b> Convenience Store <i>PUD</i>	
	(South)			

<b>Future Land Use</b> Existing Use <i>Zoning</i>
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- **Bold** text depicts the Future Land Use designation, *italicized* text depicts the existing zoning district and plain text depicts existing use. The shaded cell indicates the subject property. More detailed information regarding surrounding properties can be found in the attached Future Land Use, zoning and aerial photo maps.

**SITE ANALYSIS:**

**ENVIRONMENTAL IMPACTS**

*Floodplain Impacts:*

Based on FEMA map #539 Sanford, there appears to be no floodplains on the subject property.

*Wetland Impacts:*

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

*Endangered and Threatened Wildlife:*

Based on a preliminary analysis, there are no endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

**PUBLIC FACILITY IMPACTS**

Rule 9J-5.0055(3)(c); Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has applied for concurrency review and the results are pending at this time.

The following table depicts the estimated impacts the proposed development has on public facilities:

<b>Public Facility</b>	<b>Existing Zoning (PUD)</b>	<b>Proposed Development* (PUD)</b>	<b>Net Impact</b>
Water (GPD)	26,250	20,300	-5,950
Sewer (GPD)	19,688	15,225	-4,463
Traffic (ADT)	2,000	1,643	-357

\* Existing Development is based on the approved 75,000 square foot auto dealership and Proposed Development is based on 58,000 square feet of commercial/retail uses.

*Utilities:*

The site is located in the Seminole County utility service area, and will be required to connect to public utilities. There is a 12-inch water main and a 12-inch force main on the north side of SR 46. The subject property is in the ten year master plan for reclaimed water. There is also a 20-inch reclaim water main at the southeast corner of SR 46 and International Parkway that the this development must connect to. A letter of capacity and intent from Seminole County for water, wastewater and reclaimed water service and approval of the proposed water service utility plan is required prior to the approval of final engineering plans.

*Transportation / Traffic:*

The property proposes access onto SR 46, which is classified as a Principal Arterial. SR 46 is currently operating at a level-of-service "C" in this area and has no improvements programmed in the County 5-year Capital Improvement Program.

*School Impacts:*

The proposed project will not generate any school impacts.

*Public Safety:*

The nearest response unit to the subject property is Station # 34, which is located at 4905 W. SR 46, Paola. Based on a response time of 2 minutes per mile, the estimated response time to the subject property less than 1 minute. The County level-of-service standard for response time is 5 minutes per Policy PUB 2.1 of the Comprehensive Plan.

*Drainage:*

The proposed project is located within the Lake Monroe Drainage Basin and is part of a previously permitted master stormwater system. Modification of the existing permit will be evaluated prior to final engineering approval.

*Parks, Recreation and Open Space:*

In accordance with the Third Revised and Restated Developer's Commitment Agreement, 39.2% (28.62 acres) of the PUD must be in common useable open space.

*Sidewalks and Buffers:*

The following buffering standards for Lot 1A, Outparcel 1A and Outparcel 1B, contained in the Third Revised and Restated Developer's Commitment Agreement will apply:

- 35' minimum landscape buffer with a 6 foot masonry screen wall on Lot 1A and Outparcel 1B where they abut Lot 6. A buffer consisting of two (2) rows of live oak trees spaced 25' on center with a 4" minimum caliper tree shall be placed within the landscape buffer lying between Lots 1A and Outparcel 1B and Lot 6.
- 10' minimum landscape buffer with a 6 foot masonry screen wall on Lot 1A and Outparcel 1A where they abut Lot 1B.
- 25' minimum landscape buffer along SR 46 in compliance with the SR 46 Gateway Corridor Overlay Standards.
- 15' minimum landscape buffer along North Oregon Street

The developer will be required to install a sidewalk along their property on SR 46.

**APPLICABLE POLICIES:**

**FISCAL IMPACT ANALYSIS**

This project does not warrant running the County Fiscal Impact Analysis Model.

**SPECIAL DISTRICTS**

The subject property is located within the SR 46 Gateway Corridor Overlay District.

**COMPREHENSIVE PLAN (VISION 2020)**

The following policies are applicable with the proposed project:

- Policy FLU 2.11: Determination of Compatibility in PUD and PCD Zoning Classifications
- Policy CIE 3.2: Application to New Development
- Policy POT 4.5: Potable Water Connection
- Policy SAN 4.4: Sanitary Sewer Connection
- Policy PUB 2.1: Public Safety Level-of-Service

**INTERGOVERNMENTAL NOTIFICATION:**

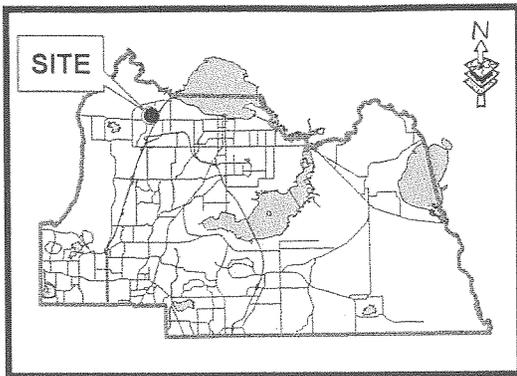
Intergovernmental notices were not required; the subject site is not within or directly adjacent to any local municipality and will not impact schools.

**LETTERS OF SUPPORT OR OPPOSITION:**

At this time, Staff has received no letters of support or opposition.

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the PUD Major Amendment, Third Revised and Restated Developer’s Commitment Agreement and Revised Final Master Plan for property located on the northwest corner of the intersection of SR 46, and N. Oregon Street, known as the NW Oregon PUD, subject to the Third Revised and Restated Developer’s Commitment Agreement.



SITE



VOLUSIA COUNTY

Lake Monroe

Z2006-036  
SITE

NW US 17-92

W SR 46

S SR 417

W 13TH ST

W 20TH ST

W 25TH ST

MARKHAM RD

ORANGE BLVD

INTERNATIONAL PKWY

MONROE RD

W AIRPORT BLVD

PERSIMMON AVE

S PARK AVE

W 24TH ST

SANFORD AVE

LAKE MARY

OLD LAKE MARY RD

E AIRPORT BLVD

W LAKE MARY BLVD

E LAKE MARY BLVD

E I-4

RAMP

RAMP

W I-4

I-4 REST AREA EB

MARKHAM WOODS RD

LAKE EMMA RD

LAKE WAY RD

GREEN WAY BLVD

N RONALD REAGAN BLVD

S COUNTRY CLUB RD

NW US 17-92

SR 419

HESTER AVE

MYRTLE ST

Lake Jesup

E SR 434

LONGWOOD

W SR 434

E SR 434

W SR 434

WINTER SPRINGS

WEKIVA SPRINGS RD

W SABAL PALM DR

SABAL PALM DR

WEKIVA TRL

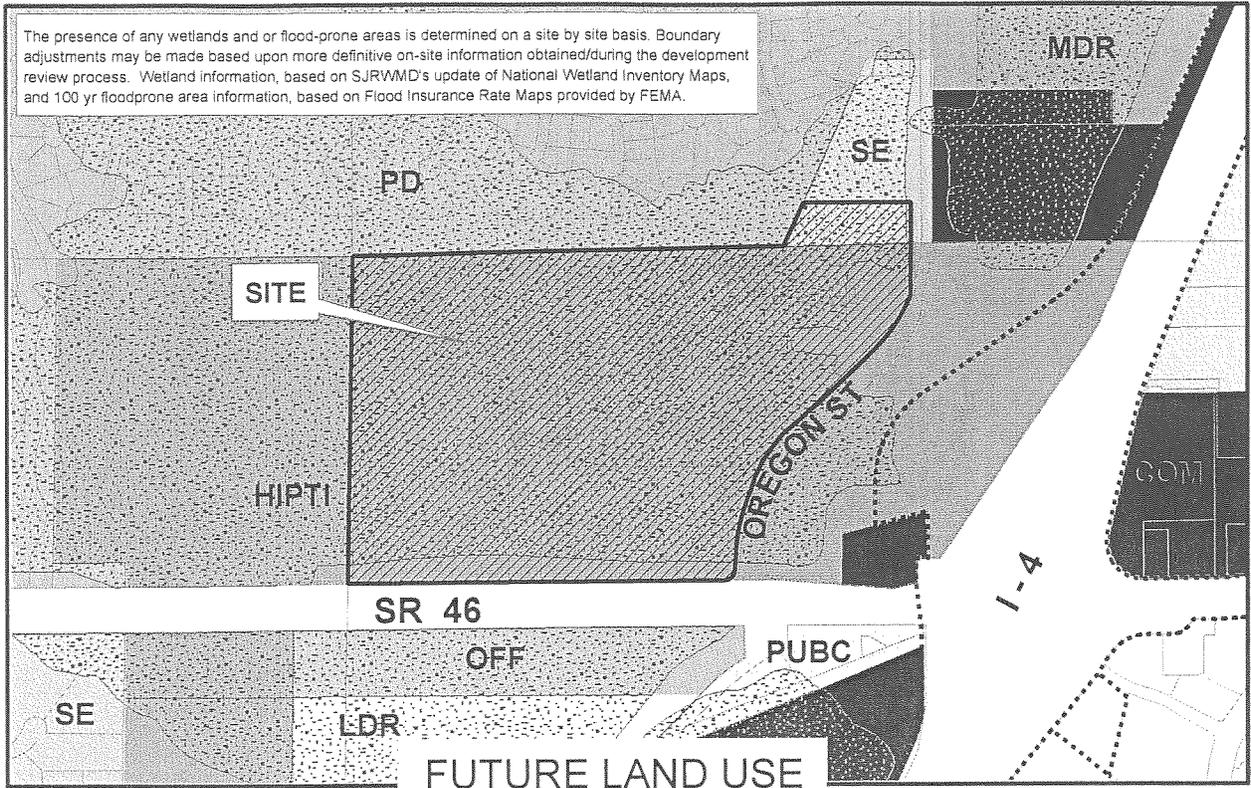
RAYMOND AVE

NORTH ST

DOG TRACK RD

TUSKAWILLA RD

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 SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.

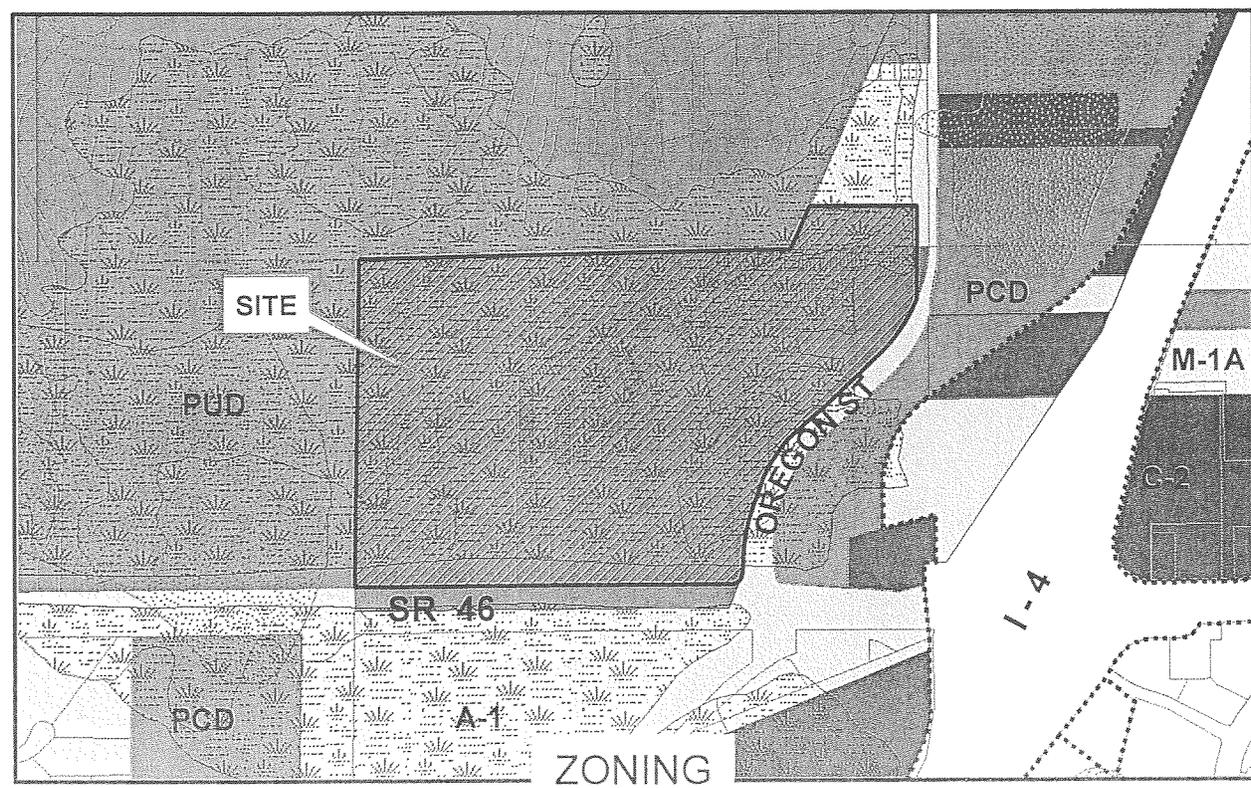


**FUTURE LAND USE**

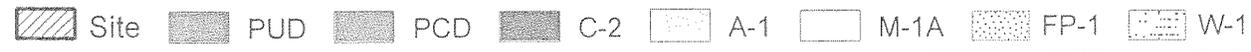


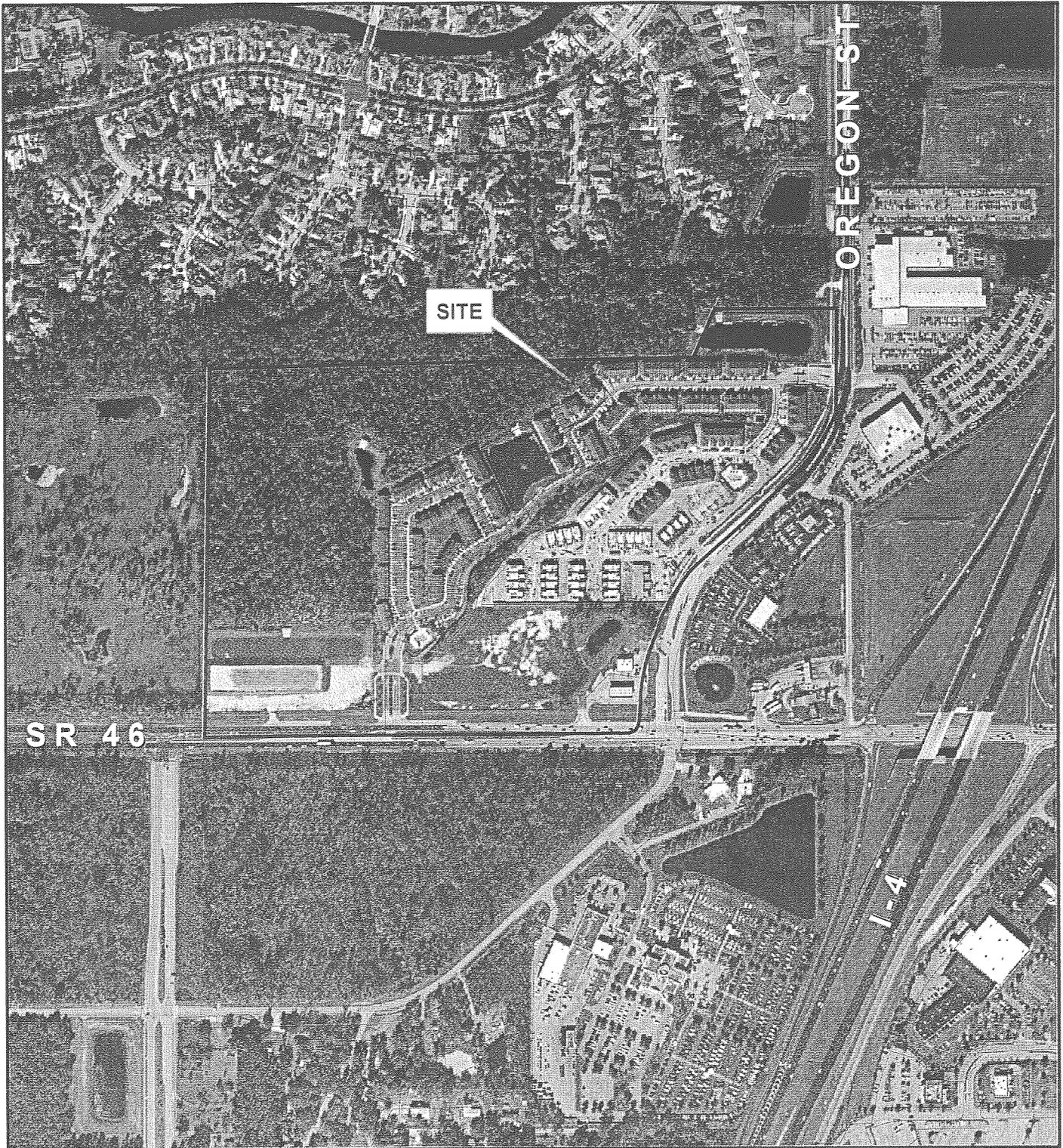
Applicant: CRF-Sanford, LLC  
 Physical STR: part of 29-19-30  
 Gross Acres: 75.3 +/- BCC District: 5  
 Existing Use: Townhouses and Vacant  
 Special Notes: Amendment to Planned Unit Development

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2006-036	--	--



**ZONING**





Rezzone No: Z2006-036  
From: PUD To: PUD

-  Parcel
-  Subject Property



Winter 2006 Color Aerials

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

The Second Revised and Restated NW Oregon PUD Final Master Plan Developer's Commitment Agreement Commitments, Classifications, and District Description dated May 23, 2006 is hereby further revised on September 12, 2006 to read as follows:

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

**PROPERTY OWNERS.** The current property owners are NW Oregon, Ltd., a Florida limited partnership, Pulte Home Corporation, a Michigan corporation, and ~~SRE Florida-2, LLC a Florida limited liability company~~ CRF-Sanford, LLC, a Florida limited liability company (collectively, the "Owners").

**STATEMENT OF BASIC FACTS.**

Total Acreage:	72.90 acres
Zoning:	Planned Unit Development
Density of Lot 6:	15.75 dwelling units per net buildable acre, or 300 dwelling units maximum
Density of Lots 2-4:	39,809 square feet of buildable area*
<del>Density of Lot 1A (Auto Dealership)</del>	<del>75,000 square feet of buildable area, no single space shall be greater than 40,000 square feet</del>
<u>Density of Lot 1A (Commercial Retail):</u>	<u>38,000 square feet of buildable area no single space shall be greater than 26,000 square feet ***</u>
<u>Density of Outparcel 1A (Commercial/Retail/Restaurant):</u>	<u>10,000 square feet of buildable area***</u>
<u>Density of Outparcel 1B (Commercial/Retail/Restaurant):</u>	<u>10,000 square feet of buildable area**</u>
Density of Lot 1B (Multifamily):	11.46 dwelling units per net buildable acre, or 154 dwelling units maximum**

\*Note that under the Revised and Restated Developer's Commitment Agreement Lots 2 - 5 were designated as commercial/retail use with an intensity of 26,000 square feet of buildable area. Under the Second Revised and Restated Developer's Commitment Agreement, former Lots 2 and 3 have been consolidated as Lot 2 and former Lots 4 and 5 have been reconfigured as Lots 3 and 4. The intensity of the above Lots has been increased from 26,000 square feet of buildable area to 39,809 square feet of buildable area.

\*\*Note that under the original PUD Lot 1 was originally designated as commercial/retail use with a density of 200,000 square feet with a maximum single building area of 80,000 square feet. Under the Revised and Restated Agreement, Lot 1 has been split into two (2) segments with multi-family development on Lot 1B and construction of an automobile dealership and auto body repair facility on Lot 1A.

\*\*\* Under this Third Revised and Restated Agreement, Lot 1A has been split into a commercial/retail use with a density of 38,000 square feet with a maximum single building area of 26,000 square feet on Lot 1A, commercial/retail use with a maximum buildable area of 10,000 square feet on Outparcel 1A and commercial/retail use with a maximum buildable area of 10,000 square feet on Outparcel 1B, for a total building area of 58,000 square feet, excluding Outparcel 1C, which was previously approved and constructed.

The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with applicable land development regulations and all other applicable regulations and ordinances.

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.

**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>
4A	Auto Dealership	75,000-8.00 Acres	40.97%
1A	Commercial/Retail	38,000 square feet – 5.39 acres	7.39%
1B	Multi-Family	154 units – 16.08 acres	22.06%
<u>Outparcel 1A</u>	<u>Outparcel- Commercial/ Retail</u>	<u>10,000 square feet- .96 acre</u>	<u>1.32%</u>

<u>Outparcel 1B</u>	<u>Outparcel- Commercial/ Retail</u>	<u>10,000 square feet- 1.65 acres</u>	<u>2.26%</u>
<u>Outparcel 1C</u>	<u>Outparcel- 7-11 Convenience Store</u>	<u>5,000 square feet – 1.22 acres</u>	<u>1.67%</u>
2	Commercial/Retail	17,609 square feet – 2.37 acres	3.25%
3	Commercial/Retail	11,200 square feet – 1.58 acres	2.17%
4	Commercial/Retail	11,000 square feet – 1.65 acres	2.26%
6	Multi-Family	300 Units – 19.05 acres	26.13%
N/A	Conservation Area	N/A – 22.95 acres	31.49%
	Total	119,809 square feet/454 units	72.90 acres 100%

### **OPEN SPACE CALCULATIONS.**

Open Space shall be provided at an overall rate of ~~35%~~ 39.2%, or a minimum of ~~25.51~~ 28.62 acres throughout the entire PUD. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space in the PUD.

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

Total Land Area: 72.90 acres  
Open Space Required: 25% = 72.90 acres x 0.25 = 18.225 acres  
Open Space Provided: ~~25.51~~ 28.62 acres/ 72.902 acres = ~~35~~ 39.2%

### **Commercial Landscape Buffer:**

- 35' minimum landscape buffer with a 6 foot masonry screen wall on Lot 1A and Outparcel 1B where ~~it~~ they abut Lot 6. A buffer consisting of two (2) rows of live oak trees spaced 25' on center with a 4" minimum caliper tree shall be placed within the landscape buffer lying between Lots 1A and Outparcel 1B and Lot 6.
- 10' minimum landscape buffer with a 6 foot masonry screen wall on Lot 1A and Outparcel 1A where ~~it~~ they abut Lot 1B.
- 25' minimum landscape buffer along SR 46 in compliance with the SR 46 Gateway Corridor Overlay Standards.
- 15' minimum landscape buffer along North Oregon Street
- 10' landscape buffer along west side of Lot 2

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

**BUILDINGS SETBACKS.**

**Commercial: Minimum Building Setbacks (Lots 2, 3 and 4)**

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

**Commercial: Minimum Building Setbacks (1A, Outparcel 1A and Outparcel 1B)**

- 25' Building setback from front lot line of all commercial and all street rights-of-way, except that a 50' building setback shall apply along SR 46
- 5' Building setback to side lot lines
- 25' Rear Yard setback

**Multi-Family: Minimum Building Setbacks**

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

**Maximum Building Height**

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

**PERMITTED USES.**

Commercial Lots 2, 3 and 4 and Commercial Lots 1A, Outparcel 1A and Outparcel 1B: 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.

**LANDSCAPE AND BUFFER CRITERIA.**

The Owners shall preserve approximately 38.9%, or approximately 2,110 out of approximately 5,420 existing trees, which are 6" or larger, over the entire Property, pursuant to the following table:

<b>Lot Number</b>	<b>Estimated Number of Existing Trees</b>	<b>Estimated Number of Trees to be Preserved</b>	<b>Percentage</b>
Lots 1A and 1B and Outparcel 1A and 1B	1,620	49	3.0%
Lots 2-4	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>2,110</b>	<b>38.9%</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 38.9% of the total number of existing trees over the entire Property.

The foregoing chart reflects a reduction in the number of trees to be preserved by 133 trees on Lots 1A and 1B, from the original Developer's Commitment Agreement dated August 28, 2001. The 133 tree shortage shall be offset by an increase in the number and/or caliper of trees to be planted on Lot 1A and Lot 1B with the following allocation: The Owner of Lot 1A shall provide the equivalent of 44 trees, with 33 trees to be placed in the buffer area between Lot 1A and Lot 1B and 11 trees to be placed along the S.R.

46 and/or North Oregon Street frontage. The Owner of Lot 1B shall provide the equivalent of 89 trees on Lot 1B. A plan depicting the location and design specifications of such replacement trees shall be subject to the review and approval by County staff.

Landscape material style and size, including the above-referenced replacement tree plan, shall meet or exceed the minimum landscaping requirements of the Seminole County Land Development Code.

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.

The Owners shall maintain a 25' landscape buffer along S.R. 46 and a 15' landscape buffer along Oregon Street as per the terms of the Revised Final Master PUD Plan.

#### **MISCELLANEOUS DEVELOPMENT COMMITMENTS.**

- A. The development of the Property shall comply with the Revised Final PUD 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 1A, the Owner of Lot 1A shall install a six foot (6') masonry screening wall on the commercial side of the landscape buffer between Lot 1A and Lot 1B and on the commercial side of the landscape buffer between Lot 1A and Lot 6. Upon written Agreement between the Owner of Lot 1A and the Owner of Lot 1B, a copy of which Agreement shall be provided to the Land Development Manager of Seminole County, the obligation to build the screen wall on the north side of Lot 1A may be assumed by the Owner of Lot 1B. In such event, construction of such screen wall shall be removed as a condition to issuance of the Certificate of Occupancy for Lot 1A, but shall become a condition to the issuance of a Certificate of Occupancy for Lot 1B.
- C. The Owners shall provide a pedestrian access to all buildings within the commercial component of the PUD.
- D. 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.
- E. 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.
- F. The conservation easement is required to be included in the plat for commercial Lots 2-4.

G. Per approved Development Order #2000-0045, the NW Oregon PUD shall provide an on-site 10' X 10' bus stop shelter with an ADA accessible sidewalk within the PUD, in accordance with Seminole County and Lynx requirements. Final location of the bus stop is subject to approval by the Seminole County Planning Manager and will be determined prior to final engineering approval for whichever parcel within the PUD is the last to develop.

H. ~~With respect to the automobile dealership use on Lot 1A, the following conditions shall apply:~~

- ~~i. No outdoor amplification of sound, including audible paging or speaker systems, shall be permitted within the development.~~
- ~~ii. Other than (a) a term commencing two (2) weeks prior to the grand opening of the dealership and continuing until one (1) month after the grand opening (a total of six (6) weeks), and (b) special promotions occurring once per year for no more than seven (7) consecutive days (which special promotions shall, in any event, be subject to all limitations set forth in the Seminole County Land Development Code), the dealership shall not feature or permit any tethered balloons, inflatables, flags or banners. Any tethered balloons, inflatables, flags or banners used during the permitted time periods shall not exceed a height of thirty (30) feet above ground level.~~
- ~~iii. No searchlights or beacons shall be permitted.~~
- ~~iv. The dealership shall install only shoe box type lighting; such lighting shall include shields along the northern property boundary of Lot 1A, if necessary, and shall comply with the requirements of the Seminole County Land Development Code. No lighting shall spill over onto the Lake Forest property or the residential development on Lots 6 and 1B.~~
- ~~v. S.R. 46 identification signage shall be limited to a monument type sign with a maximum height of fifteen (15) feet. The exact materials shall be determined at the time of final engineering, but the pedestal of the sign shall be constructed of brick, stone, split face block or similar materials.~~
- ~~vi. The hours of operation of the collision center shall be limited to 8:00 AM to 6:00 PM. The collision center shall be a totally enclosed, air conditioned, insulated masonry building. It shall have only one (1) service door on the north side of the building for access to the paint shop. Said service door shall be opened only for the ingress or egress of vehicles and shall not remain open during routine paint shop operations.~~

## 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.

## STANDARD COMMITMENTS.

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.

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.

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.

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.

INTERPRETATION; RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER.

This ~~Second~~ Third Revised and Restated Developer's Commitment Agreement is intended to supplant, supercede, and replace the Second Revised and Restated NW Oregon PUD Final Master Plan Developer's Commitment Agreement dated May 23, 2006, 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 ~~Second~~ Third Revised and Restated Developer's Commitment Agreement and the Revised Final Master Plan, the terms and conditions of this ~~Second~~ Third Revised and Restated Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the ~~Second~~ Third 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 this Third 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

By: \_\_\_\_\_  
Carlton D. Henley, Chairman

OWNER CONSENT AND COVENANT

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:

\_\_\_\_\_  
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 \_\_\_\_\_, 2006, 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:

OWNER CONSENT AND COVENANT

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:

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

PULTE HOME CORPORATION, a  
Michigan corporation

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2006, by Douglas W. Puvogel, as Attorney in Fact for Pulte Home Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

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

OWNER CONSENT AND COVENANT

CRF-Sanford, LLC, a Florida limited liability company, on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consent to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

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

CRF-SANFORD, LLC, a Florida limited liability company

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

By: Anchor Investment Corporation of Fla., a Florida corporation, its Manager

By: \_\_\_\_\_  
William D. Drost, its Vice President

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by William D. Drost, as the Vice President of Anchor Investment Corporation of Fla., a Florida corporation, the Manager of CRF-Sanford, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

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

## EXHIBIT "A"

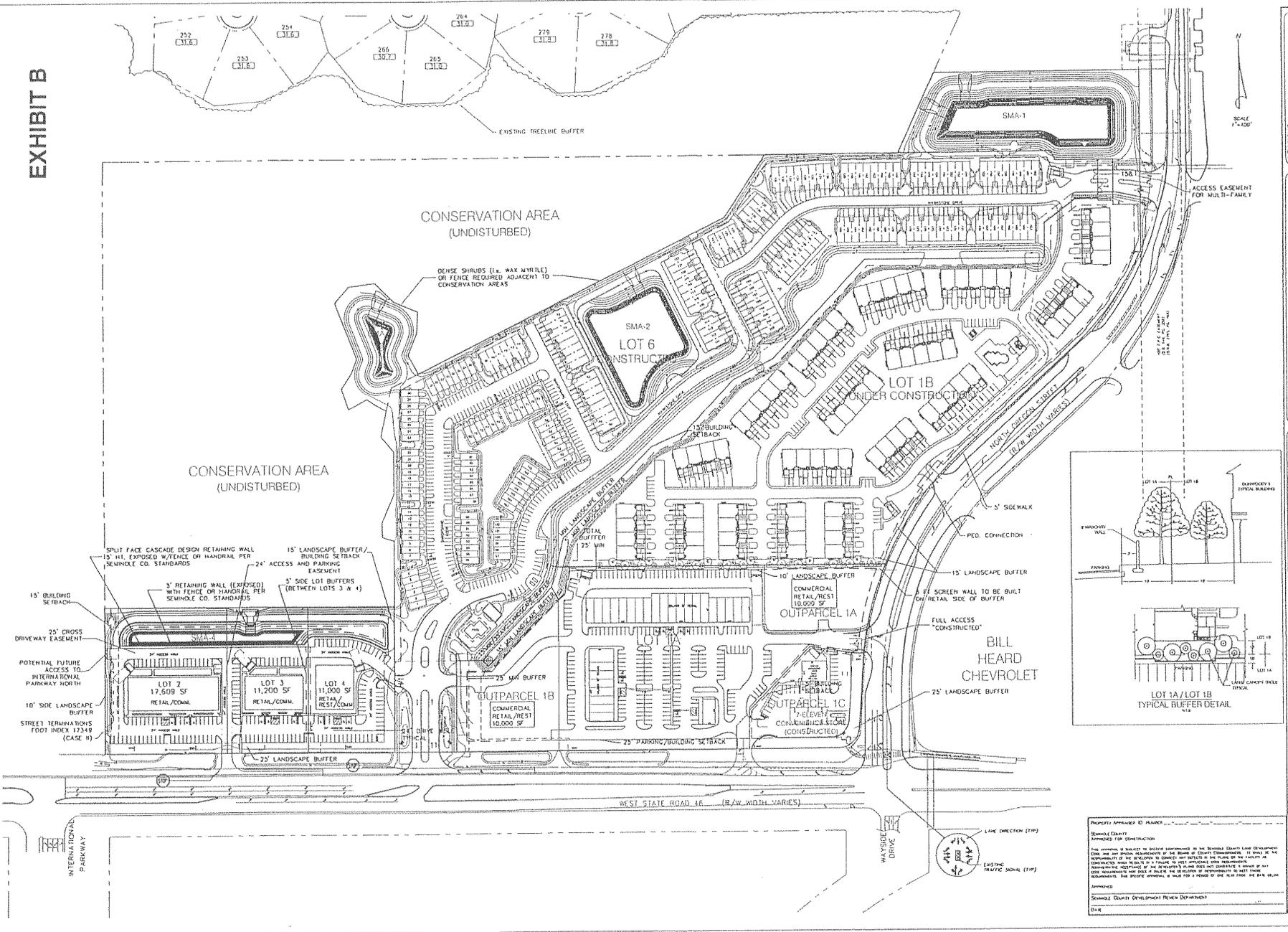
### LEGAL DESCRIPTION

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**



- REVISIONS**
1. 2/02/08 - REVISED PER STAFF COMMENTS
  2. 1/17/08 - PER STAFF COMMENTS
  3. 1/10/08 - PER STAFF COMMENTS
  4. 2/22/08 - PER STAFF COMMENTS
  5. 3/07/08 - REVISED LOT 10

PREPARED BY:  
**TIPTON ASSOCIATES, INCORPORATED**  
 760 MAGUIRE BOULEVARD  
 ORLANDO, FLORIDA 32803  
 P.H. (407) 994-6055  
 F.AX. (407) 866-0949

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

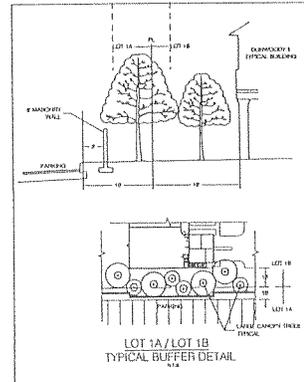
DESIGNED BY:  
 RSW  
 DRAWN BY:  
 WKT, MLC  
 WILLIAM E. TIPTON, JR., P.E.

DATE: 4/14/08  
 PL. REG. # 40611

PROJECT:  
 3-407.1

DATE:  
 12/02/03

SHEET:  
 4 OF 10



Property Approved ID Number:  
 Approved for Construction:  
 This approval is subject to being determined by the Building Official upon development. It does not constitute an approval of the applicant to conduct any activity on the property or to use the property in any way. It is the responsibility of the applicant to comply with all applicable laws, codes, and regulations. This approval is valid for a period of one year from the date of approval.

Approved:  
 Seminole County Development Planning Department  
 Date:

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 A); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM 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 Second Revised and Restated NW Oregon PUD Final Master Plan Developer's Commitment Agreement Commitments, Classifications, and District Description.

**Section 4. EXCLUSION FROM 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 Third 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 September, 2006.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Carlton D. Henley  
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.

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