

WHEREAS, two public hearings as required by Ordinance 916 of the City have been duly held; and

WHEREAS, the City finds that the development permitted or proposed in this Development Agreement is consistent with the City's Comprehensive Plan and Land Development Regulations and that the conditions, terms, restrictions and requirements set forth herein are necessary for the public health, safety and welfare of the citizens of the City:

NOW THEREFORE, it is hereby resolved and agreed by the City that the River Oaks Planned Unit Development CDP is approved subject to the following terms and conditions:

- I. Legal Descriptions: See Exhibit "A"
- II. Findings of Fact: The proposed development consists of the following:

Total Acreage: 727.30 acres, more or less

Land Use: The property will be developed as a residential community with commercial and school uses described herein.

Project Size:

- 1. Single family residential: 339.79 acres/Maximum 900 units
- 2. Commercial: 6.21 acres (please see Section III, Paragraph 5(b)5 regarding alternate uses for this site)
- 3. School: 25.04 acres
- 4. Park: 7.55 acres
- 5. Wetlands: 256.28 acres post-development
- 6. Open Space: 67.45 acres (includes some stormwater ponds and buffers not included in residential areas)
- 7. Collector Road: 11.76 acres

8.	CR 419 Right-of-Way:	10.62 acres
9.	Fire Station	2.60 acres
	TOTAL	727.30 acres

Population Density: Based upon the 1990 U.S. Census, the average household residing in Oviedo contains 2.9 persons. With a maximum of 900 residential units, the approximate total number of residents within this PUD is 2,610. Containing 727.3 acres, the gross population density is approximately 3.6 persons per acre.

Project Phasing: The development will be phased as indicated below. Each phase must be able to exist on its own with respect to necessary services. The lot numbers may be changed slightly upon final engineering, however, a maximum of 900 lots shall not be exceeded and the PUD lot mix shall be maintained unless as otherwise allowed herein.

Phase I 294 single family residential units:

- ◆ Village I – 47 units, 50' lots
- ◆ Village 2 – 71 units, 50' lots
- ◆ Village 3 – 57 units, 70' lots
- ◆ Village 4 - 17 units, 85' lots
- ◆ Village 5 - 58 units, 70' lots
- ◆ Village 6 - 44 units, 65' lots

7.55 acres – Active Park, Phase 1

25.04 acres Seminole County School

2.60 acre Fire Station

Phase II 286 single family residential units:

- ◆ Village 2A - 28 units, 70' lots
- ◆ Village 4 - 106 units, 85' lots
- ◆ Village 6 - 14 units, 65' lots
- ◆ Village 9 - 138 units, 50' lots

Active Park, Phase 2 completion

6.21 acres Commercial/Office/Institutional

Phase III 142 single family residential units:

- ◆ Village 7 - 15 units, 85' lots
- ◆ Village 8 - 72 units, 70' lots
- ◆ Village 10 - 30 units, 50' lots & 25 units, 65' lots

Phase IV 178 single family residential units:

- ◆ Village 7A - 26 units, 85' lots
- ◆ Village 8 - 73 units, 70' lots
- ◆ Village 8A - 12 units, 65' lots
- ◆ Village 10 - 30 units, 50' lots & 25 units, 65' lots
- ◆ Village 10A - 12 units, 85' lots

The phasing plan is conceptual. Adjustments in the order of phases or villages may occur without revisions to the Amended Development Agreement upon approval of the City Manager provided (i) that the Developer can demonstrate that the phase and each Village can stand on its own; (ii) that the maximum number of lots that are 60 feet in width or less shall not cumulatively

exceed 35% of the total number of approved lots in the Project; however, increasing the lot width for products greater than 60 feet will not result in reducing the number of lots less than 60 feet wide and (iii) that the development density of the project does not exceed the parameters set forth in this Amended Development Agreement.

Units may not be shifted between Villages. The maximum number of units for residential uses and the maximum square feet for non-residential uses are not guaranteed until all permits and approvals are obtained by the Developer from the City of Oviedo, Seminole County, St. Johns River Water Management District, Florida Game and Fresh Water Fish Commission, the U.S. Corps of Engineers, the Florida Department of Environmental Protection, and any other applicable jurisdiction. The number of units and the amount of non-residential square footage may decrease due to compliance with conditions of this Amended Development Agreement, or through development requirements or restrictions placed on the project by government agencies listed above. The maximum residential units and the maximum number of non-residential square footage are also contingent upon the Development demonstrating availability of capacity in sewer facilities.

III. City of Oviedo Conditions of Approval.

If permit requirements and conditions imposed by Seminole County, St. Johns River Water Management District, Florida Game and Fresh Water Fish Commission, the U.S. Corps of Engineers, the Florida Department of Environmental Protection, or any other applicable jurisdiction significantly change the design of the Amended CDP or create conflict or inconsistencies with the conditions of this Amended Development Agreement, the Amended Development Agreement and Amended CDP must be amended and approved by the City prior to

the continuation of any development activities within this PUD ~~SEMINOLE CO. FL~~ with each submittal of a Preliminary Development Plan for each phase of the PUD, the Developer shall demonstrate that the PUD is and will continue to be consistent with all conditions of this Agreement.

1. Zoning Contingency/Effective Date. The effective date of this Development Agreement shall be the date on which the Planned Unit Development on the Property is approved consistent with the uses described in Section II of this Amended Development Agreement. The densities as delineated on the Amended CDP shall not exceed 900 units at the Preliminary Development Plan (PDP) stage. The Amended Development Agreement shall be recorded with the County Clerk within fourteen (14) days after its execution by the City Manager. The City shall file the Amended Development Agreement with the Florida Department of Community Affairs consistent with Chapter 163, Florida Statutes, within fourteen (14) days of recordation.

2. Wetlands, Habitat Management and Tree Protection.

(a) Protection, use or encroachment of wetlands shall comply with all applicable rules and regulations of the City of Oviedo as well as those of the St. Johns River Water Management District (SJRWMD) and the Army Corps of Engineers (USACOE). All wetlands required to be protected will be identified as a conservation tract on the Preliminary Development Plan (hereinafter referred to as "PDP") and plat documents. A property owner association shall be responsible for the maintenance and management of all wetlands, conservation tracts, or designated conservation areas. The Developer shall establish a funding source through the Covenants, Conditions and Restrictions within the River Oak

Homeowner Association to assure long-term and continual management of wetlands, conservation tracts and designated conservation areas.

(b) Rare upland habitat communities (Upland Unit 1), generally located west of the abandoned runway, shall be preserved and protected. A buffer with a 50 foot average and a 25 foot minimum width shall be located adjacent to Upland Unit 1. A conservation tract shall be placed over the property in a final plat. In the event that the City determines that proper maintenance of said habitat would be adverse to the public health, safety and welfare, then the City shall determine whether mitigation may occur by acquiring an offsite rare upland habitat of equivalent ecological value for Upland Unit 1 or such other mitigation plan approved by the City.

(c) A habitat management plan, including a wildlife corridor and wildlife crossing plan at the community park site, accepted by the FGFWFC, shall be submitted to and accepted by the City with the first phase Preliminary Development Plan. The habitat management plan shall be prepared by an ecologist, biologist or other related professional. The Plan shall document the presence of affected species, the land needs of the species that may be met on the development site or a mitigation plan for relocation of species, and shall recommend appropriate habitat management plans and other measures to protect subject population, including sand hill crane and gopher tortoise species. If preservation of habitat is required or recommended by the FGFWFC for any species, an amendment to the Amended Development Agreement and the

Amended CDP shall occur to designate preservation areas prior to the issuance of any further permit by the City and to modify the Amended CDP to comply with conditions of the Amended Development Agreement. The habitat management plan shall also address a maintenance and management program for all designated conservation areas.

(d) The Developer shall comply with the City's tree protection policies and procedures. Where tree protection practices are not practical due to development impacts, the City may approve alternative procedures during review of Preliminary Development Plan. Reasonable consideration shall be given to harvesting of trees that are to be removed. The Developer shall comply with the City's Land Development Code and Ordinance No. 1022 with respect to trees including, but not limited to, Section 219 and Appendix B of the Oviedo Land Development Code.

3. Police, Fire, Parks and Recreation Services.

(a) Applicants for building permits within the Project shall comply with the City's Impact Fee Ordinance, as it may from time to time be amended, imposing impact fees for police, fire, parks and recreational facilities and equipment. In addition, school impact fees, interim general service fees and additional impact fees which may be adopted in the future assessing all lands within the City will be paid consistent with the applicable adopted ordinance. Impact fee credits may be applied for and may be obtained consistent with said ordinances.

(b) The Developer shall convey the fire station site to the City at a cost not to exceed \$30,000 per acre with the cost of the appraisal borne by Developer. The City shall compensate the Developer by granting fire impact fee credits on a dollar for dollar basis. The Developer shall have the right to assign the impact fee credits to any land within the Project and shall so advise the City in writing. The fire station site shall be conveyed to the City upon the final approval of the Project and the expiration of all appeal periods.

4. Transportation.

(a) The Developer shall bear the cost of all street signs, traffic control signs and devices within the project's boundaries. Such signs and devices shall be placed in appropriate locations as approved by the City.

(b) Access to County Road 419 shall be limited to those points indicated on the Amended CDP as well as the fire station site and in conformance with the Seminole County Right-of-Way Permit.

(c) The Developer shall pay transportation impact fees consistent with the City's requirement at those rates applicable to all similar developments within the City at the time of building permit issuance. Transportation impact fees may be reduced or eliminated in the event impact fee credits are granted by the City through an impact fee credit agreement for the cost to implement off-site improvements to the City's road system, consistent with procedures set forth within the City's Land Development Code.

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(d) It is acknowledged that the Developer has entered into an agreement with Seminole County relative to the construction of CR 419, which said agreement is dated April 22, 1997. All Seminole County right-of-way permits and approvals for access to CR 419 will be obtained for CR 419 entrance and improvements (i.e., required turn lanes and tapers) prior to construction of said improvements.

(e) The Developer shall install an 8 ft. sidewalk along the north side of CR 419 coincident with the development of each Village or tract adjacent to the north right-of-way line of CR 419. However, the entire sidewalk fronting the northern right-of-way line of CR 419 adjacent to the Project shall be completed prior to student occupancy of the 25± acre school site within the Project.

(f) The Developer shall design the undivided section of Street A as a minimum 60 ft. right-of-way with a minimum pavement width of 30' with an 8 ft. wide sidewalk on one side and a 5 ft. sidewalk on the other. Streets identified as B, C and D on the Amended CDP shall be designed with a minimum 60 ft. right-of-way and a roadway section minimum pavement width of 12 feet for divided and 24 feet for undivided sections with minimum 6 ft wide sidewalks. For local village streets with 1,000 or more trips per day, or streets serving a Village with a minimum lot width equal to or less than 60 feet, the minimum right-of-way width shall be 60 feet unless otherwise approved by City Council. The design of all roads with a right-of-way equal to or greater than 60 feet must be reviewed and accepted with a Preliminary Development Plan. In those portions of the Project where lots are 60 feet or less in width the design of the road shall accommodate

on street parking while allowing the efficient passage of emergency vehicles. The City shall review the pavement width to assure that there is safe ingress and egress while accommodating on street parking. For internal village rights-of-way with 1,000 or more trips per day other than Streets A, B, C and D, the City shall require the Developer to install five (5) foot wide sidewalks.

(g) All internal rights-of-way shall be public.

(h) The Developer shall provide street lighting internal to the project and at the intersections of Street "A" and Street "E" with CR 419. Street lighting shall be provided along CR 419 adjacent to Village 1 and 9 if required pursuant to an established comprehensive lighting plan for CR 419. In such event the ongoing obligation for monthly expenses shall be paid in the manner required by the City Code. A right-of-way street light design and proposal shall be provided to the City by the applicable service provider. Upon City Council acceptance of the design and proposal, Developer shall pay to the City all required installation charges and two years up-front monthly electricity charges.

(i) The provisions of Section 171 of the Land Development Code regarding driveway access onto streets classified as collector roadways by Section 168 of the Land Development Code may be waived by the City during the review of the Preliminary Development Plan. Through an approval of a Preliminary Development Plan, driveway cuts may be allowed by the City on the Street A extension through Village 4 to Willingham Road so long as the lots to be

developed on said street have a minimum width of 85 feet and a minimum depth of 125 feet.

(j) Street A will be designed to allow future access to Willingham Road; provided, however, a paved extension of Street A to Willingham Road shall not occur unless (i) Willingham Road is paved from CR 419 to Street A; and (ii) Seminole County authorizes a connection to Willingham Road. If Street A is not developed as a "T" intersection at its northern terminus, Street A shall include a temporary cul-de-sac until such time it is extended to Willingham Road. Removal of the cul-de-sac shall be the responsibility of the Developer or homeowners' association.

(k) The provisions of Section 170 of the Land Development code regarding cul-de-sac length and maximum number of lots on a cul-de-sac shall be waived in a Village due to environmental constraints, buffer requirements and Village boundary configuration dictated by wetlands and property lines when the Developer demonstrates that the limitations of the site as a result of the foregoing constraints gives sufficient grounds to waive said provision.

(l) The Developer, property owner, or its successor, shall dedicate right-of-way for CR 419 pursuant to the terms and conditions of Richland Seminole Ranch, Ltd./Seminole County Joint Facilitation of Public Infrastructure Agreement dated April 22, 1997.

(m) Off-site improvements necessary to serve the entire development of the Project include the following:

(1) CR 419: Construction of the 4 laning of CR 419 from Lockwood Blvd. to eastern most Project entrance must commence prior to any building permits for residential units beyond Phase I. The City shall allow the Developer to process plans and, upon compliance with City Code, shall issue permits for infrastructure construction for Phase 2.

(2) Lockwood Boulevard/Mitchell Hammock Road Intersection: Convert existing eastbound right-turn lane to through/right movement; add two eastbound left-turn lanes; convert southbound through/right movement to an exclusive through lane and add a southbound right-turn lane. Improvements must be constructed no later than the completion of the four lane improvement to CR 419 as described in (a) above, or within two years from the issuance of the first building permit for a single family home, which ever occurs earlier.

(3) Lockwood Boulevard/CR 419 Intersection: Add a second eastbound through lane; add a second westbound left-turn lane; improve the northbound approach to include one through lane, one left-turn lane, and one right-turn lane. Improvements must be installed no later than the completion of the four lane improvement to CR 419 as described in (a) above.

(4) Intersection Signalization: Seminole County has permitting jurisdiction for signalization and access rights with respect to CR 419. Seminole County has performed a warrant study and has determined that

signalization will occur at Twin Rivers Blvd. at its intersection with the school site as shown on the Amended CDP. Seminole County has further determined that signalization is not warranted at intersection of Street "A"/Twin Rivers Blvd. and CR 419.

(5) In the event that a traffic signal is warranted at either (a) CR 419 and Twin Rivers Blvd./Street "A"; or (b) CR 419 and Street "E," the Developer shall install the traffic signal at the Developer's cost. The foregoing condition shall not prohibit or relieve any cost sharing of signalization obligations attributed to other developments.

The Project will be eligible for transportation impact fee credits for the improvement costs associated with the improvements to the Lockwood Boulevard/Mitchell Hammock Road intersection. The intersection improvement will be eligible for city transportation impact fee credits consistent with the procedures and criteria set forth in the City's Land Development Code. If a Development Agreement is executed between the City and the property owner/developer for the Live Oak Reserve property (a.k.a. Live Oak Planation/Equinas Greens) prior to construction of the intersection improvements, the Developer agrees to enter into a fair share agreement with the Developer/property owner of the Live Oak Reserve Planned Unit Development to construct improvements to the Lockwood Boulevard/Mitchell Hammock Road with each sharing 50% of the cost.

(n) The Developer shall provide traffic calming devices (as approved by the City Engineer) where needed to mitigate for waivers of Section 170 and 171 of

the Land Development Code, such determination to be made at the time of the PDP.

(o) Given the size and nature of the Project, the parties agree that for purposes of concurrency, the definition of "continue in good faith" as set forth in Section 265(b) of the City Land Development Code shall be deemed to provide that permit activity must occur within 36 months, rather than 6 months, as presently set forth therein.

5. Building Restrictions.

(a) Residential Areas.

(1) Minimum lot sizes, dimensions and building setbacks shall conform to the table attached as Exhibit "B" in accordance with the approved CDP. Minimum sizes shall not be decreased but lots may be increased in size. A maximum of thirty-five percent (35%) of the number of residential lots can be 60 feet or less in width unless otherwise allowed pursuant to Section II herein. In the event that the Developer increases the size of the larger lots, the Project shall nonetheless be entitled to develop Villages 1, 2, 9 and 10 totaling 316 lots with lots of 60 feet in width or less as shown on the amended CDP; provided, however, that if there is a reduction in large lots as a result of stormwater retention/detention requirements, habitat or wetland preservation, compliance with this Amended Development Agreement or other codes of the City of Oviedo, or other government regulations, the number of small lots permitted shall

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be modified so that the maximum number of lots 60 feet in width or less shall not be greater than 35% of the total number of lots in the Project. No lot shall be created with less than 40 feet of road frontage including lots located on cul-de-sacs.

(2) The total number of single family residential lots shown on the data summary shall not exceed 900 lots.

(3) Lots located on the north and east sides of the Project shall be adjacent to a 100 foot wide natural buffer except for those lots along Willingham Road at which point the natural buffer shall be 75 ft. width as depicted on the Amended CDP. The northern and eastern buffer may be reduced to 25 ft. if the land use of the adjacent northern and eastern property, including lands across a right-of-way, changes to a density of 1 unit per acre or greater.

(4) Where residential lots abut a landscape tract or a buffer, the setback shall be measured from the nearest tract or buffer boundary line.

(5) Setbacks for swimming pools, and other similar accessory structures located to the rear of the primary structure shall have a 5 ft. rear setback and a 5 ft. side setback to the pool decks. For corner lots, the side street setback shall be 15 feet to the pool deck and 17.5 feet to the water's edge.

(6) Lots adjacent to the buffer on the north and/or east portion of the Property shall have a minimum width of 85 feet and a minimum square footage of 10,500 sq. ft.

(7) The school site shall have a 75 ft. minimum building setback from adjacent residential property located to the east.

(8) Concurrent with the submittal of a plat for a tract or village within the Project, the Developer, or its assigns, shall submit covenants, conditions and restrictions for a homeowners' association.

(9) The covenants, conditions and restrictions shall contain a requirement that all single-family dwelling units shall have a two-car garage and shall further contain the minimum air conditioned space restrictions as provided in Exhibit "B." A Declaration of Covenants, Conditions and Restrictions prohibiting use of garages for living space (but allowing use by Developer as temporary sales offices) shall be subsequently recorded in public records.

(10) No fence or other accessory structure shall be located within the corner lot side street setback.

(b) Commercial Areas.

(1) Commercial areas shall be limited to banks with drive-in tellers and child care facilities. Setbacks, floor area ratios and other development standards will also be addressed at the time of final Development Plan Approval.



(2) Any commercial uses other than those set forth in paragraph 1 above require the consent of the City Council.

(3) The commercial areas will be planned and phased to provide for safe pedestrian access and buffers for and to adjacent properties.

(4) Impervious coverage shall not exceed 70% on individual commercial parcels and all development shall conform to City landscape, buffer and general development regulations.

(5) In addition to the commercial uses that are provided, institutional uses (including churches and schools) or office uses may be located on the commercial tract as an alternative or addition to commercial uses.

(6) Commercial use shall be at a maximum of 10,000 sq. ft. per acre.

(7) Office use intensity shall be at maximum of 10,000 sq. ft. per acre shall be permitted as an alternative use on the commercial tract.

(c) All Properties.

(1) No building's habitable space nor any office or institutional use shall exceed 2.5 stories, or 30 feet in height, whichever is less except where authorized by the City of Oviedo or as allowed herein. Except as may be set forth above, no commercial structure shall be greater than one story in height.

(2) Any activity or development proposed within the Econlockhatchee River Corridor Protection Zone shall comply with the Econlockhatchee River Basin Overlay Standards (City Ordinance 854).

6. Landscape and Buffering.

(a) The Developer shall comply with the City's landscape regulations. Residential land uses shall comply with the R1A tree planting requirements. Non-residential land uses shall comply with the C-2 tree planting requirements. The canopy tree requirements may be satisfied by an individual lot owner/builder/developer on a lot-by-lot basis when an application for building permit is made to the City.

(b) Landscape buffers shall be provided along CR 419. The following buffers and setbacks (as measured from the right-of-way) shall be maintained along CR 419.

<u>Land Use</u>	<u>Landscape Buffer</u>	<u>Building Setback</u>
Residential	25 ft.	45 ft.
Commercial/Office	25 ft.	50 ft.

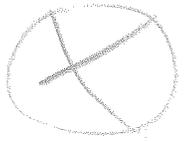
(c) The residential buffer along CR 419 shall be composed of a landscape earth berm with the crest to be 4 ft. high above the finished lot grade and located in the center of the buffer with planted vegetation and trees to create a 6 ft. high opaque screen and 15 ft. intermittent screen; or, in lieu of the earth berm, a brick wall, shall be constructed and shall be located at least twenty (20) feet from the right-of-way. The Developer may meander the wall around existing and newly planted vegetation and may variegate the wall to achieve a satisfactory aesthetic effect. The buffer area shall be irrigated. The buffer shall be completed with the infrastructure improvements for each Village located adjacent to CR 419.

(d) A maximum of 25% of the required CR 419 buffer ~~CR 419 buffer~~ may be used for stormwater retention/detention facilities, as long as required visual screens are maintained. Said wall or landscape buffer shall be constructed as construction permits for each village are issued with respect to villages adjacent to CR 419.

(e) Within the CR 419 building setback line, the following will be allowed: Access driveways, stormwater management areas, landscaping, sidewalks, signage, utilities, lighting, walls, swimming pools and related enclosures, or berms.

(f) All landscape buffer areas within the residential areas including all PUD perimeter buffers, shall be platted as tracts (landscape or conservation) and maintained and monitored by a property owners association. If a wall option is selected, the wall will be maintained by the aforementioned association. Landscaped buffers on the office/commercial site, the school site and the fire station site shall be located on said tracts and shall be maintained by the owners of said sites. Unless otherwise prohibited under this Amended Development Agreement, sidewalks and utilities shall be permitted activities within interior roadway or CR 419 landscape buffer areas. Only utility or pedestrian crossings shall be permitted in PUD perimeter buffers.

(g) Residential Villages abutting Street A shall have a 10 ft. wide buffer, Type A along that portion of Street A located between CR 419 and the Park site. The buffer will consist of a brick wall with a nominal height of 6 ft. or greater. The



landscape plan for the right-of-way shall be submitted with the applicable Preliminary Development Plan.

(h) The school shall maintain a 30 ft. buffer between the residential property located on the east (Village 9), which buffer may be used for play fields or stormwater retention. A brick wall shall be located on the school tract with a maximum height of 6 ft. and shall be placed along the property line adjacent to the Village 9 residential development.

(i) Within the natural buffers located on the north and east sides of the Project as set forth in section III 5(a)4 and within the 25 foot buffer adjacent to Villages 2, 2-A and 10, no uses shall be permitted except for (i) the crossing of Street A to Willingham Road; (ii) utility crossings running perpendicular to the buffer; and (iii) those activities required by the SJRWMD.

(j) As to conservation buffers surrounding wetlands as are required by Ordinance No. 854 of the City's Land Development Code and the rules of the SJRWMD, those uses allowed under the regulations of the SJRWMD and the City of Oviedo shall be permitted.

(k) The buffer along the northern and eastern boundaries shall be maintained as a natural vegetative buffer with the exception of activities that may be required by the SJRWMD in the Environmental Resource Permit issued with respect to the Project. The buffer yard shall be designed to provide an opaque, visual obstruction to a height of at least fifteen (15) feet. Concurrent with submittal of the first Preliminary Development Plan, the Developer shall prepare and submit a

management plan to assure long-term monitoring and maintenance of the PUD perimeter buffers, wetlands and designated conservation areas. The homeowners' association shall be responsible for the maintenance.

(l) All entry features, signs, and associated monumentation shall comply with Ordinance No. 1086. All buffer and entry feature walls shall comply with the requirements of the Land Development Code.

7. Recreation and Open Space.

(a) The Developer shall construct a central neighborhood park for the entire Project designed to provide residents with a private park with controlled access. The detailed park design shall be subject to approval of the City at the time of filing the Preliminary Development Plan for Phase I. The size of the park shall meet or exceed the level of service standards imposed by the City. Recreational facilities will be provided along with parking facilities for the residents. The neighborhood park, as well as common open space, conservation, stormwater management and upland buffers (unless otherwise specified herein) shall become the property of the homeowners' association or property owners association and shall be maintained by the same. There shall be a master association for the entire Project. Said association(s) shall be imposed on the Property pursuant to the Covenants, Conditions and Restrictions ("CC&Rs") to be submitted at the time of the first PDP. Said CC&Rs shall provide for mandatory payments of fees and the imposition of liens to be imposed on all lots and commercial/office tracts within the Project.

(b) Construction of Phase 1 park improvements shall commence prior to the issuance of the 150th building permit and shall be completed within six months. Phase 2 park improvements will be completed prior to the 561st residential building permit. The park improvements will be developed consistent with the phases identified below. Building permits shall not be issued by the City unless and until the park improvements are completed in accordance with the foregoing schedule. It will be the Developer's responsibility to cause the following improvements to be provided. The City shall not be responsible for such improvements or facilities. (1) Phase 1 park improvements shall include the following:

- Swimming Pool
- Tot Lot with appropriate playground equipment (as recommended by the City Recreation and Parks Director)
- Parking (including striping and wheel stops)
- Passive recreational area
- Landscaping with Irrigation

(2) Phase 2 park improvements shall include the following:

- Club House/Pool Bath House
- Tennis Courts
- Basketball Court
- Additional Parking (including striping and wheel stops) as required
- Multi-purpose Field with irrigation

Additional Tot Lot Equipment (as ^{SEMINOLE COUNTY} recommended by the City
Recreation and Parks Director)

Jogging Trail (stabilized surface)

Landscaping with Irrigation

The park improvements provided above may be modified provided, in the opinion of the City Manager, that the revision does not diminish the recreational function of the park. All recreation equipment shall comply with City standards.

(c) A wildlife corridor with a minimum width of 100 feet shall be provided within the central park to connect wetlands and open space areas located east and west of Street "A." The Developer shall include the wildlife corridor within the site plan for the community park. Trees and vegetation shall be planted to create a wildlife corridor.

(d) The park shall contain a minimum of 20 trees per acre. Size and type of trees shall be consistent with the City's Land Development Code.

(e) A site plan for the park must be submitted to and approved by the City prior to construction of the park.

(f) The homeowners' association shall be responsible for any maintenance and management of conservation and open space tracts, including perimeter buffer areas, unless such responsibility is accepted by the City of Oviedo or another government agency. The Developer shall establish a funding source through the Covenants, Conditions and Restrictions within the River Oak

Homeowner Association to assure long-term and continual management of these areas.

(g) The stormwater component of the park shall be limited to the stormwater needs of the park.

8. Water and Sewer.

(a) Water will be provided by the City water distribution system.

(b) Central sewer will be provided by the provider authorized to do so under applicable Florida law. Treatment plants, effluent disposal facilities, or sewer or reclaimed water storage facilities are not listed as permissible uses allowed within the PUD. Any proposal to locate such facilities within the PUD requires an amendment to this Amended Development Agreement. No septic tank or package plant systems shall be located within the PUD. Prior to City approval of any Preliminary Development Plan or site plan, the Developer must demonstrate that sewer capacity, including treatment, disposal and storage facilities, is available at either the City's adopted minimum level of service standard or a minimum level of service standard accepted by the Florida Department Environmental Protection.

(c) The Developer shall obtain water and sewer capacity through the City's or other service providers) established reservation procedures, when applicable.

(d) The Developer shall install all reclaimed water distribution lines within the property limits to City standards. Reclaimed water shall be supplied by the provider authorized to do so under applicable Florida law, and all such reclaimed facilities shall be dedicated to service provider. Reclaimed water lines shall not

SEMINOLE CO. FL
be installed in the PUD until a stormwater management plan demonstrates that the stormwater storage system can accept the additional capacity, and not until the drainage analysis demonstrates that no adverse impact occurs to the hydrologic regime of designated PUD conservation areas, to the quality of water within the Econlockhatchee River, or to adjacent off-site wetlands or surface water features. This condition may be satisfied by obtaining a regulatory agency permit for reclaimed water disposal.

(e) The Developer will provide a looped water system from the Lockwood Boulevard and CR 419 intersection to the Project and connect to the water system at Twin Rivers Boulevard and CR 419. The water main will be sized to meet the water flow requirements of the Project.

(f) An internal water main loop shall be completed on the western half, Villages west of Street A, of the project with the construction of Village 2A or western phase of Village 4, whichever occurs last. Completion of the Project's eastern water system loop, east of Street A, shall be completed with the construction of one of the following Villages: 7, 7A, 8, 8A, 9 or 10 which will provide the link between constructed water distribution systems. All non-looped systems shall meet the City's fire flow and pressure requirements. The City reserves the right to mandate the completion of the installation of the loop water system.

9. Archaeological and Historical Resources. It is acknowledged that the City has received a statement from the Florida Division of Historical Resources of the Florida Department

of State dated April 29, 1997, to the effect that there is no significant potential for any archaeological or historical resources to occur on the Project site within the area of the Project within 2,000 feet of the Big Econlockhatchee River.

IV. Period of Effectiveness and Compliance Date.

This Amended Development Agreement shall take effect consistent with Florida Administrative Code Section 9 J-11.011. This Amended Development Agreement shall be binding upon all successors in interest to the parties to this Amended Development Agreement. The effectiveness of this Amended Development Agreement may be extended upon City Council approval.

V. Land Use, Zoning and Development Regulation Approvals.

The development of the Project must comply with the conditions of this Amended Development Agreement. In the event a development requirement, permit, condition, term or restriction is not addressed in this Amended Development Agreement or on the approved CDP, the development will comply with the zoning ordinance, land development code and subdivision regulations in effect as of the adoption of the Development Agreement dated December 1, 1997, except for modifications of said regulations relating to landscaping, berms and walls and tree protection in which event the then current City regulations shall apply at the time of the issuance of a development permit; provided, however, no retrofitting or retroactive application of such conditions shall apply. Development permits required by the City include: Preliminary Development Plan or Conditional Use Permit for subdivision or site plan approval, Right-of-Way Utilization Permit, environmental permit, construction permit, sign permit and building permit. The absence of listing a permit needed within the Amended Development Agreement does not relieve the Developer of the necessity of complying with the laws governing said permit

requirements. All development authorized by a building permit is subject to building, fire protection and life safety codes in effect at the time such permit is approved by the City. Development shall comply with the City's Comprehensive Plan dated October 20, 1997, or as amended to comply with a stipulated compliance agreement established between the City and the Florida Department of Community Affairs. The project shall be developed at intensities below those levels of intensity which would require a Binding Letter of Interpretation from the Department of Community Affairs (i.e., clearly below DRI thresholds).

VI. Concurrency Management.

Public facilities including water, wastewater, solid waste, stormwater management, parks and recreation and roads shall meet concurrency management level of service standards as established in the City of Oviedo Comprehensive Plan and Land Development Code.

VII. Down-Zoning.

This development shall not be subject to down-zoning, unit density reduction or intensity reduction for the term of the Amended Development Agreement, unless the City can demonstrate that the Amended Development Agreement was based on substantially inaccurate information provided by the Developer, or that change is clearly established by local government to be essential to the public health, safety or welfare.

VIII. Authority.

Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Amended Development Agreement, that all acts, approvals, procedures and similar matters required in order to authorize this Amended Development Agreement have been taken, obtained or followed, as the case may

SEMINOLE CO. FL
be, that this Amended Development Agreement and the proposed performance of this Amended Development Agreement by such party is not an *ultra vires* act and that, upon the execution of this Amended Development Agreement by all parties, this Amended Development Agreement shall be valid and binding upon the parties hereto and their successors in interest. Further, the Developer represents that it is the legal and equitable owner of the Property.

IX. Breach.

In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

X. Notice.

All notices required or permitted to be given under this Amended Development Agreement must be in writing and must be delivered to the City or the Developer at its address set forth below (or such other address as may hereafter be designated by such party). Any such notice must be personally delivered or sent by registered or certified mail, overnight courier or facsimile or telecopy. Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, telecopy or facsimile) or on the date which is three days after such notice is deposited in the United States mail (if sent by registered or certified mail). The parties addresses for the delivery of all such notices are as follows:

As to City:

City Manager
Oviedo City Hall
400 Alexandria Blvd.
Oviedo, FL 32765

As to Richland:

Richland Seminole Ranch, Ltd. ^{SEMINOLE CO., FL}
4830 W. Kennedy Blvd., Suite 700
Tampa, FL 33607
Attention: J. Curt Wilkinson

With copy to:

Hal H. Kantor, Esq.
215 N. Eola Drive
Orlando, FL 32801

XI. Amendment.

This Amended Development Agreement amends, supersedes, and replaces in totality the Development Agreement dated December 1, 1997, except as may otherwise be set forth herein. This Amended Development Agreement may be amended or canceled in writing by mutual consent of the parties hereto. Amendments shall only be entered into by the original developer, Richland, or by a successor developer, if any, specifically designated by Richland in writing.

XII. Severability.

If any provisions of this Amended Development Agreement are held to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect so long as each party substantially gets the consideration contemplated hereunder.

XIII. Successors and Assigns.

This Amended Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Richland and their respective successors in interest. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same.

XIV. Governing Law.

This Amended Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

XV. Effective Date.

This Amended Development Agreement shall be effective upon execution by both parties.

XVI. Termination Date.

The effectiveness of this Amended Development Agreement will terminate ten (10) years from the effective date of the Amended Development Agreement provided (a) a preliminary development plan for Phase I is submitted to the City within 18 months from the effective date of this Amended Development Agreement and (b) substantial completion of infrastructure improvements for Phase I has been completed within three (3) years from the effective date and conveyance to Seminole County of CR 419 additional right-of-way has occurred within three (3) years from the effective date. Further development past this date, upon good cause shown, will require approval by the Developer and the City of Oviedo. The time frame contained herein shall be tolled pending an appeal of this Amended Development Agreement or any aspect or phase of the development which prohibits the Developer from moving forward.

This Amended Development Agreement is subject to the provisions of Florida Statute 163.3235 and 163.3241 providing for periodic review, modification or revocation of a development agreement to comply with subsequently enacted state and federal law. This Amended Development Agreement is also subject to Florida Statute 163.3233 regarding the local laws and policies governing a development agreement.

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ADOPTED by the City of Oviedo this 2nd day of August SEMINOLE CO., FL, 1999.

IN WITNESS WHEREOF, the Developer and the City have executed this Amended Development Agreement as of the day and year approved and accepted by the City.

Signed, sealed and delivered
in the presence of:

RICHLAND SEMINOLE RANCH, LTD., a Florida
limited partnership

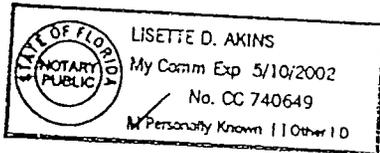
BY: CANYON MESA, INC., a Florida
corporation as General Partner

Elaine P. Grau
Elaine P. GRAU
Patricia A. Rodriguez

BY: [Signature]
Title: VICE PRESIDENT
Date: 10-18-99

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 18th day of October 1999
by J. CURT WILKINSON, as VICE PRESIDENT of Canyon Mesa,
Inc., a Florida corporation, as General Partner of Seminole Ranch, Ltd., a Florida limited
partnership, on behalf of the partnership and he is personally known to me.



Lisette D. Akins
Notary Public
My Commission
Expires: 5/10/2002

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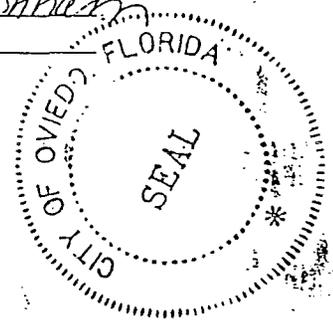
SEMINOLE CO..FL

APPROVED AS TO FORM AND
LEGALITY FOR USE AND
RELIANCE BY THE CITY OF
OVIDO, FL

Accepted by: THE CITY OF
OVIDO

By: William F. Pollard
Name: City Attorney
Date: 10/21/99

By: [Signature]
Name: [Signature]
Attest: Matthew A. Bonham
Name: Cynthia J. Bonham
Date: 10/25/99



795091

LEGAL DESCRIPTION

"EXHIBIT A"

PARCEL A:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 32 EAST, AND THE NORTH 1/2 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 32 EAST, LYING NORTH OF THE NORTH RIGHT OF WAY OF STATE ROAD NO. 419, LESS THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, AND LESS THE WEST 285.87 FEET OF THE SAID NORTH 1/2 OF THE SAID SECTION 19, AND THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 32 EAST, LESS THE SOUTH 1/3 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND LESS THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND LESS THE NORTH 25.9 FEET FOR ROAD RIGHT OF WAY; ALSO THE NORTH 3/4 OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 32 EAST, LESS THE SOUTH 1/3 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 17, AND LESS THE NORTH 25 FEET AND THE EAST 25 FEET FOR WILLINGHAM ROAD RIGHT OF WAY AND LESS THE SOUTHEAST 5 ACRES DESCRIBED AS FOLLOWS: FROM THE SOUTH 1/4 CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 32 EAST, RUN NORTH 0°45'03" WEST ALONG THE CENTER OF THE SAID SECTION 876.84 FEET TO THE NORTH LINE OF THE SOUTH 1/3 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 17, THENCE NORTH 89°20'09" EAST ALONG THE NORTH LINE 205.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°20'09" EAST 435.6 FEET TO THE WEST RIGHT OF WAY OF WILLINGHAM ROAD; THENCE NORTH 0°34'30" WEST ALONG SAID RIGHT OF WAY OF WILLINGHAM ROAD, 500 FEET; THENCE SOUTH 89°20'09" WEST 435.6 FEET; THENCE SOUTH 0°34'30" EAST 500 FEET TO THE POINT OF BEGINNING, ALSO THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 32 EAST, LESS THE NORTH 25 FEET FOR ROAD RIGHT OF WAY, ALSO THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 32 EAST, LESS THE NORTH 1/4 OF THE SAID SOUTHWEST 1/4 AND LESS THE SOUTH 1309.5 FEET OF THE WEST 285.87 FEET OF THE SAID SOUTHWEST 1/4.

PARCEL B:

THE WEST 285.87 FEET OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 32 EAST, LYING NORTH OF THE NORTH RIGHT OF WAY OF STATE ROAD #419, ALSO THE SOUTH 1309.50 FEET OF THE WEST 285.87 FEET OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 32 EAST, ALSO THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST, LYING SOUTHEASTERLY OF THE SOUTHEAST RIGHT OF WAY OF WILLINGHAM ROAD AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST, LYING SOUTHEASTERLY OF THE SOUTHEAST RIGHT OF WAY OF WILLINGHAM ROAD; LESS A PARCEL DESCRIBED AS FOLLOWS: FROM THE EAST 1/4 CORNER OF THE SAID SECTION 13, RUN SOUTH 89°42'30" WEST 60.76 FEET; THENCE SOUTH 43°16'25" WEST, ALONG THE CENTER LINE OF WILLINGHAM ROAD 943.21 FEET; THENCE SOUTH 46°43'35" EAST, 25.0 FEET TO THE POINT OF BEGINNING ON THE SOUTHEASTERLY RIGHT OF WAY OF WILLINGHAM ROAD; THENCE CONTINUE SOUTH 46°43'35" EAST 300.0 FEET; THENCE SOUTH 43°16'25" WEST, 300.0 FEET; THENCE NORTH 46°43'35" WEST 300.0 FEET; THENCE NORTH 43°16'25" EAST 300.0 FEET TO THE POINT OF BEGINNING.

PARCEL C:

FROM THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 31 EAST, IN SEMINOLE COUNTY, FLORIDA, RUN NORTH 1619.2 FEET, AND WEST 1041.9 FEET TO EASTERLY RIGHT OF WAY OF WILLINGHAM ROAD AND POINT OF BEGINNING; RUN THENCE NORTH 45°33' EAST ALONG SAID EASTERLY RIGHT OF WAY 300 FEET; THENCE SOUTH 44°27' EAST 300 FEET; THENCE SOUTH 45°33' WEST 300 FEET; THENCE NORTH 44°27' WEST 300 FEET TO THE POINT OF BEGINNING. RESERVING THE NORTHWESTERLY 8 FEET OF SAID DESCRIPTION FOR WIDENING OF WILLINGHAM ROAD RIGHT OF WAY AS RECORDED IN PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL D:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 32 EAST. ALL LYING AND BEING SITUATE IN SEMINOLE COUNTY, FLORIDA.

EXHIBIT "B"

VILLAGE	MINIMUM LOT WIDTH (FT.)	MINIMUM LOT DEPTH (FT.)	MIN. AIR CON SPACE (SQ. FT.)	FRONT (FT.)	REAR (FT.)	SIDE (FT.)	ST. SIDE (FT.)
1 ⁽¹⁾	50	110	1,350	25	20	5	15
2	50	110	1,350	25	20	5	15
2A	70	120	1,600	25	25	7	15
3	65	115	1,550	25	25	6.5	15
4	85	125	2,000	25	25	8.5	15
5	70	120	1,600	25	25	7	15
6	65	110	1,550	25	25	6.5	15
7 & 7A	85	125	2,000	25	25	8.5	15
8	70	120	1,600	25	25	7	15
8A	65	115	1,550	25	25	6.5	15
9 ⁽¹⁾	50	110	1,350	25	20	5	15
10	50	110	1,350	25	20	5	15
10	65	115	1,550	25	25	6.5	15
10A	85	125	2,000	25	25	8.5	15
ALTHOUGH THESE LOT WIDTHS ARE NOT PROPOSED IN THE PROGRAM, THE LOT CRITERIA IS PROVIDED.							
	60	115	1,500	25	25	6	15
	75	120	1,700	25	25	7.5	15
	90	125	2,000	25	25	7.5/22.5 ⁽²⁾	15
	100	125	2,200	25	25	10	15

⁽¹⁾ Lots adjacent to C.R. 419 shall have a minimum 45 foot building setback from the proposed right-of-way line.

⁽²⁾ These setbacks allow for sideloaded garages. If sideloaded garages are not utilized, side setbacks shall be 9'.

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 15 SEMINOLE CO., FL
 OFFICIAL RECORDS
 PAGE