



# PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY

REGULAR MEETING AGENDA

WEDNESDAY, DECEMBER 4, 2019 AT 5:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

## CALL TO ORDER

Roll Call

Invocation

Pledge Of Allegiance

Approval Of The Agenda

## AWARDS AND PRESENTATIONS

100. Not Used

## INFORMATIONAL AGENDA

200. Not Used

## PUBLIC INPUT

*Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.*

## CONSENT AGENDA

300. The Office Of The City Clerk Requests That The Planning And Zoning Board/Local Planning Agency Review And Approve The Tuesday, November 12, 2019 (Rescheduled From Wednesday, November 6, 2019) Planning And Zoning Board/Local Planning Agency Regular Meeting Minutes.

Attachments: [Minutes](#)

## **PUBLIC HEARINGS AGENDA**

[400.](#) The Studios At Tuscawilla

Attachments: [Exhibit 1 - Vicinity Map](#)  
[Exhibit 2 - Developer's Agreement | 2019](#)  
[Exhibit 3 - Developer's Agreement | Seminole Trail Animal Hospital, Inc. | 2007](#)  
[Exhibit 4 - Developer's Agreement | Bryce Foster \(Tuscawilla Town Square\) | 2005](#)  
[Exhibit 5 - Developer's Agreement | Tuscawilla Tract 15 Parcel 1-C | 1998](#)  
[Exhibit 6 - Developer's Agreement / Ordinance 489 | 1990](#)  
[Exhibit 7 - Trip Generation | 2019](#)

## **REGULAR AGENDA**

500. Not Used

## **REPORTS**

## **PUBLIC INPUT**

*Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.*

## **ADJOURNMENT**

## **PUBLIC NOTICE**

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 *Florida Statutes*.

CITY OF WINTER SPRINGS, FLORIDA  
MINUTES  
**PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY**  
REGULAR MEETING  
NOVEMBER 12, 2019  
(RESCHEDULED FROM NOVEMBER 6, 2019)

**CALL TO ORDER**

The Regular Meeting of Tuesday, November 12, 2019 of the Planning and Zoning Board/Local Planning Agency was called to Order at 5:30 p.m. by Chairperson Kok Wan Mah in the Commission Chambers (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

**Roll Call:**

Chairperson Kok Wan Mah, present  
Vice-Chairperson Kevin McCann, absent  
Board Member James Evans, present  
Board Member Michael Ferrante, present  
Board Member Bart Phillips, present  
Senior City Attorney, Kristin Eick, present  
Assistant to the City Clerk, Tristin Motter, present

A moment of silence was followed by the Pledge of Allegiance.

No changes were made to the Agenda.

**AWARDS AND PRESENTATIONS**

**100. Not Used**

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**INFORMATIONAL AGENDA**

**200. Not Used**

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## **PUBLIC INPUT**

*Chairperson Mah opened “Public Input”.*

No one addressed the Planning and Zoning Board/Local Planning Agency at this time.

*Chairperson Mah closed “Public Input”.*

## **CONSENT AGENDA**

**300. The Office Of The City Clerk Requests That The Planning And Zoning Board/Local Planning Agency Review And Approve The Wednesday, October 2, 2019 Planning And Zoning Board/Local Planning Agency Regular Meeting Minutes.**

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**REGARDING THE OCTOBER 2, 2019 PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY REGULAR MEETING MINUTES, “I MOVE TO APPROVE THE MINUTES.” MOTION BY BOARD MEMBER EVANS. SECONDED BY VICE-CHAIRPERSON PHILLIPS. DISCUSSION.**

### **VOTE:**

**BOARD MEMBER PHILLIPS: AYE**

**CHAIRPERSON MAH: AYE**

**BOARD MEMBER EVANS: AYE**

**BOARD MEMBER FERRANTE: AYE**

**MOTION CARRIED.**

## **PUBLIC HEARINGS AGENDA**

### **400. Winter Springs Townhomes**

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Mrs. Marla Molina, Senior City Planner, Community Development Department introduced the project and gave a brief overview of Dream Finders Homes’ Winter Springs Townhomes project.

Senior City Attorney Kristin Eick referenced the passage of Ordinance 2019-09 and mentioned that a Development Agreement was a factor related to Final Engineering Plans as well as Waivers.

Next, Attorney Eick gave a brief background on past Agreements and said that at the September 23, 2019 City Commission Regular Meeting, the City Commission requested “That Staff and the Developer work to try to come up with some sort of compromise about these parks.”

Attorney Eick then outlined some of the main points of the compromise which was to include the planting of trees, irrigation, doggy bag stations, and two (2) property conveyances; as well as a cash contribution to the City in the amount of one hundred and twenty-five thousand dollars (\$125,000.00).

Ms. Molina commented on Staff’s Recommendations.

Board Member James Evans asked about the need for the detention pond, to which City Manager Shawn Boyle explained that the proposed intention for the property would include a Trail amenity, perhaps a pavilion, and possibly, restrooms.

Manager Boyle added, “The acreage that’s being conveyed, is not a retention pond. We purposely don’t want the retention pond, the acreage that’s along side of it is heavily wooded, and the intention there is to put a passive park in that area. So, if you look at the approximate trees that are being lost along the northeast and – call it the east side of that property, if you look at the property that’s being conveyed, it’s almost two (2) trees for one (1) tree that they’re taking out - so there was some fairness in canopy that we’re getting.

They’re taking some out, and so for the .88, we’re getting almost 400 percent more in property conveyed to us; and we felt that, that along with the canopy overhead that’s being put in on the Trail and the cash contribution - there was actually a mathematical formula that we used to derive that.”

Discussion ensued on funding and that the potential park was being considered more of a nature trail.

Board Member Michael Ferrante asked about the conveyance of the property to the City and the suggested compromise. Comments continued.

Further discussion followed on Waivers.

Chairperson Mah then asked about access to the development and specifically, emergency access.

Mr. Christopher Schmidt, Director, Community Development Department advised that emergency officials agreed with the submitted access, which seemed efficient as well as possibly helping keep traffic off the main road.

Additionally, discussion ensued the “Future Development Commitment Agreement”, and the original intent of neighborhood squares “#4” and “#5”.

Board Member Bart Phillips asked about access. Brief remarks followed on access, and the wall. Board Member Evans asked about foot traffic counts to which Mr. Schmidt said that Staff did not currently have the numbers but that they could be obtained. Discussion ensued.

*Mr. Dan Edwards, Vice President of Land – Central Florida Division, Dream Finders Homes, 8529 Southpark Circle, #130, Orlando, Florida:* spoke briefly and then stated, “We’re in agreement with the staff as the proposal as it’s been presented.”

*Chairperson Mah opened “Public Input”.*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs, Florida:* commented on sidewalks, grass, that she did not think the aesthetics worked with the Town Center, the need for places to walk their dogs, and the proposed design.

Discussion continued on the grass, sidewalks, locations of dog stations, and the Waiver.

*Chairperson Mah closed “Public Input”.*

Further comments followed.

**“MOTION - APPROVAL OF [AGENDA ITEM] 400.” MOTION BY BOARD MEMBER PHILLIPS. ATTORNEY EICK STATED, “DOES THAT INCLUDE ALL OF THE CONDITIONS OF APPROVAL AS CONTAINED IN THE STAFF REPORT?” BOARD MEMBER PHILLIPS RESPONDED, “YES.” SECONDED BY BOARD MEMBER FERRANTE. DISCUSSION.**

**VOTE:**

**CHAIRPERSON MAH: AYE**

**BOARD MEMBER EVANS: NAY**

**BOARD MEMBER FERRANTE: AYE**

**BOARD MEMBER PHILLIPS: AYE**

**MOTION CARRIED.**

## **REGULAR AGENDA**

### **500. Not Used**

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## **REPORTS**

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Board Member Evans commented that the Veteran's Day event was a great occasion.

## **PUBLIC INPUT**

*Chairperson Mah opened "Public Input".*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs, Florida:* asked about access to the four (4) acre park. Chairperson Mah noted, "My understanding is that it is adjacent to the Trail and just an open lot, so to speak, where from the Trail, you could just walk right off to it."

*Chairperson Mah closed "Public Input".*

## **ADJOURNMENT**

Chairperson Mah adjourned the Regular Meeting at 6:09 p.m.

*RESPECTFULLY SUBMITTED:*

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TRISTIN MOTTER  
ASSISTANT TO THE CITY CLERK

NOTE: These Minutes were Approved at the \_\_\_\_\_, 2019 Planning And Zoning Board/Local Planning Agency Regular Meeting.



# PUBLIC HEARINGS AGENDA ITEM 400

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY  
 WEDNESDAY, DECEMBER 4, 2019 | REGULAR MEETING

## TITLE

The Studios at Tuscawilla

## SUMMARY

The Community Development Department requests that the Planning and Zoning Board/Local Planning Agency hold a Public Hearing to consider a modification to the Developer's Agreement currently existing on the subject property. The proposed modification shall include up to 11,800 sq. ft. of commercial retail to include uses such as music, dance, art studio, and retail.

General Information		
Applicant	Tuscawilla Plaza, LLC   The Studios at Tuscawilla	
Property Owner(s)	Seminole Trail Animal Hospital, Inc.	
Location	387 Vistawilla Drive, Winter Springs, FL 32708	
Tract Size	+/- .91 Acres	
Parcel ID Number	05-21-31-505-0000-0040	
Zoning Designation	Tuscawilla PUD	
FLUM Designation	Commercial	
Adjacent Land Use	North: Tuscawilla PUD East: Tuscawilla PUD	South: Tuscawilla PUD West: Tuscawilla PUD/ Howell Creek Reserve Community Association, Inc. / Recreation
Development Permits	Not applicable   Vacant	
Development Agreement	Amendment to Development Agreement   Pending	
Code Enforcement	Not applicable	
City Liens	Not applicable	



**Applicable Law, Public Policy, and Events:**

Home Rule Powers  
Winter Springs Code of Ordinances  
Tuscawilla PUD  
City of Winter Springs Comprehensive Plan

**Background Data:**

The City and Owner's predecessor in interest entered into that certain Developer's Agreement (DA), Tuscawilla Tract 15 Parcel 1-C dated December 14, 1998 and recorded in Official Records Book 3574, Page 0540, Public Records of Seminole County, Florida. Section 3.5 of the Developer's Agreement provides "[t]he outparcel No. 2 of the Kash n' Karry site shall be restricted to office use only,"

On August 23, 2019, Owner submitted its Application for DA Amendment. At this time the Owner desire to amend the Developer's Agreement to allow additional limited neighborhood commercial uses on the Property as follows:

The Developer's Agreement shall be amended to remove Section 3.5 and add the following section:

**Section 3.5**

The following uses shall be permitted on Lot 4B, the tract herein (originally identified as "outparcel No. 2 of the Kash n' Karry site" and bearing the Parcel ID 05-21-31-505-0000-0040):

1. Office,
2. Dance, Music Studios, Photographic, Art, Yoga, Marital Arts Studios,
3. Personal Training Studio (not to exceed a total of 1,200 sf),
4. Hair and Beauty Salons (including nail salons),
5. Cleaners, Alterations, Tailoring and Shoe Repair,
6. Confectionary and Ice Cream Stores (not to exceed to 1,000 sf),
7. Coffee, Tea Shops, and Bakery (not to exceed 1,000 sf), and
8. Limited Retail uses as described below, not to exceed a total of 3,000 sf combination:
  - a. Florist and gifts, (not to exceed 1,200 sf)
  - b. Bicycle, Book, Jewelry, and Health Food Stores, (not to exceed 1,200 sf for each use)
  - c. Clothing Boutique (not to exceed to 1,000 sf)

Development of the Property for any of the above-listed uses shall be subject to the following additional restrictions:

1. Side Setback: The building setback from the side lot line abutting residential to the west shall be a minimum of 25 feet. In addition, this setback area must include enhanced and perpetually maintained landscaping, which shall include at least two additional canopy trees to be installed at such time a building is constructed on the Property, in order to mitigate the view of the building from the residential to the west.
2. There shall be no drive-throughs on the subject Property.
3. There shall be no outdoor music, outdoor performances, or outdoor audio devices, such as outdoor speakers, on the subject Property.
4. Hours of Operation: Except for businesses engaging in office uses, no business located on the Property shall be open for transacting business with customers between the hours of 10:00 p.m. and 6:00 a.m. and nor shall the business receive products, merchandise, clothing, supplies, or groceries via truck deliveries during these hours. Notwithstanding, employees are permitted to work during these hours for the limited purpose of closing the business for the evening and preparing the business for opening in the morning.

**Transportation:**

The Studios at Tusawilla will be accessed from Vistawilla Drive. Creative Resources Enhancing Workable Sustainability, LLC (CREWS) prepared a Traffic Study for the subject property. Several of the proposed uses typically have high trip generation rates at the driveways, but pull the vast majority of their trips from the adjacent traffic stream. The adjacent roadway has relatively low traffic volumes in comparison to other roadways of that typic, but more than adequate volume to supply the expected number of pass-by trips.

Although, the trip generation projected by Institute of Transportation Engineers (ITE) appears higher for the proposed PUD than the existing office use, it is the professional opinion of CREWS that, due to the project's location away from major thoroughfares and the local nature of the area, the project's actual new trip generation is not likely to be higher. This is anticipated to be a local land use and therefore is going to draw trips locally and have only minimal impact on the roadway network.

The potential vehicular trip generation associated with the proposed project was assessed and compared to the site's prior development, small office, which was estimated to generate 199 daily trips. The proposed office and retail uses is expected to generate 69 additional daily trips, for a total of 268 daily trips. The proposed project is consistent and comparable with the original buildout development assumptions of office.

<b>Procedural History:</b>	
March 8, 2019	Combined Preliminary Final/Preliminary Site Plan   Application Submittal   Under Review
July 19, 2019	Community Workshop Meeting
August 13, 2019	Non-Binding Preliminary Review   Application Submittal

**Communication Efforts:**

The Meeting Agenda and this Agenda Item have been forwarded to the Planning and Zoning Board / Local Planning Agency members and are available on the City's Website, LaserFiche, and the City's Server. The Agenda has been forwarded to the Mayor and City Commission; City Manager; and City Attorney/Staff. Additionally, the Meeting Agenda has been sent to media/press representatives, all Homeowner's Associations on file with the City, all owners of real property adjacent to and within approximately one thousand feet of the subject property, all individuals who have requested Agenda information, Department Directors; and also posted outside City Hall; posted inside City Hall with additional copies available for the general public.

**RECOMMENDATION**

Staff recommends that the Planning & Zoning Board/Local Planning Agency forward a recommendation of approval to the City Commission to Amend the Developer's Agreement with the proposed modifications.

**Attachments:**

1. Exhibit 1 - Vicinity Map
2. Exhibit 2 - Developer's Agreement | 2019
3. Exhibit 3 - Developer's Agreement | Seminole Trail Animal Hospital, Inc. | 2007
4. Exhibit 4 - Developer's Agreement | Bryce Foster (Tusawilla Town Square) | 2005
5. Exhibit 5 - Developer's Agreement | Tusawilla Tract 15 Parcel 1-C| 1998
6. Exhibit 6 - Developer's Agreement / Ordinance 489 | 1990
7. Exhibit 7 - Trip Generation | 2019



THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Post Office Box 2809  
Orlando, FL 32802-2809  
(407)843-4600

**FIRST AMENDMENT TO DEVELOPER’S AGREEMENT  
(Tuscawilla Tract 15 Parcel 1-C)**

THIS FIRST AMENDMENT TO DEVELOPER’S AGREEMENT (the “First Amendment”) is made and entered into this \_ day of \_ , 2019, by and between

the **City of Winter Springs, Florida**, a political subdivision of the State of Florida (the “City”), 1126 E State Rd 434, Winter Springs, FL 32708 and **Seminole Trail Animal Hospital Inc.**, a Florida corporation (the “Owner”), 383 Vistawilla Drive, Winter Springs, FL 32708.

**WITNESSETH:**

WHEREAS, the City and Owner’s predecessor in interest entered into that certain Developer’s Agreement Tuscawilla Tract 15 Parcel 1-C dated December 14, 1998 and recorded in Official Records Book 3574, Page 0540, Public Records of Seminole County, Florida (“Developer’s Agreement”);

WHEREAS, regarding Owner’s property (the “Property”), Section 3.5 of the Developer’s Agreement provides “[t]he outparcel No. 2 of the Kash n’ Karry site shall be restricted to office use only”;

WHEREAS, on August 23, 2019, Owner submitted its Application for DA Amendment.

WHEREAS, the City and Owner desire to amend the Developer’s Agreement to allow additional limited neighborhood commercial uses on the Property;

NOW, THEREFORE, for and in consideration of the terms and conditions of this First Amendment and the mutual covenants set forth herein, and for other good and valuable consideration, the City and Owner agree as follows:

**A. AMENDMENT.** The Developer’s Agreement shall be amended to remove Section 3.5 and add the following section:

**Section 3.5**

The following uses shall be permitted on Lot 4B, the tract herein (originally identified as “outparcel No. 2 of the Kash n’ Karry site” and bearing the Parcel ID 05-21-31-505-0000-0040):

1. Office,
2. Dance, Music, Photographic, Art, Yoga, Marital Arts Studios,
3. Personal Training Studio (not to exceed a total of 1,200 sf)
4. Hair and Beauty Salons (including nail salons),
5. Cleaners, Alterations, Tailoring and Shoe Repair,
6. Confectionery and Ice Cream Stores (not to exceed to 1,000 sf)
7. Coffee, Tea Shops, and Bakery (not to exceed 1,000 sf), and
8. Limited Retail uses as described below, not to exceed a total of 3,000 sf combination:
  - a. Florist and gifts (not to exceed 1,200 sf)
  - b. Bicycle, Book, Jewelry, and Health Food Stores, (not to exceed 1,200 sf for each use)
  - c. Clothing Boutique (not to exceed 1,200 sf)

Development of the Property for any of the above-listed uses shall be subject to the following additional restrictions:

1. Side Setback: The building setback from the side lot line abutting residential to the west shall be a minimum of 25 feet. In addition, this setback area must include enhanced and perpetually maintained landscaping, which shall include at least two additional canopy trees to be installed at such time a building is constructed on the Property, in order to mitigate the view of the building from the residential to the west.
2. There shall be no drive-throughs on the subject Property.
3. There shall be no outdoor music, outdoor performances, or outdoor audio devices, such as outdoor speakers, on the subject Property.
4. Hours of Operation: Except for businesses engaging in office uses, no business located on the Property shall be open for transacting business with customers between the hours of 10:00 p.m. and 6:00 a.m. and nor shall the business receive products, merchandise, clothing, supplies, or groceries via truck deliveries during these hours. Notwithstanding, employees are permitted to work during these hours for the limited purpose of closing the business for the evening and preparing the business for opening in the morning.

**B. EFFECTIVENESS.** Except as amended herein, the Developer's Agreement shall remain in full force and effect. This First Amendment shall not be effective and binding until the latest date that this First Amendment is approved and signed by all parties hereto. The term of this First Amendment shall run concurrently with the term of the Developer's Agreement.

IN WITNESS WHEREOF, Owner and the City have executed this First Amendment as of the day and year first above written.

(Signatures on following pages)

Signed, sealed and delivered in the presence of:

CITY OF WINTER SPRINGS, FLORIDA, a political subdivision of the State of Florida

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

By: \_\_\_\_\_  
Charles Lacey, Mayor

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

ATTEST:  
By: \_\_\_\_\_  
Andrea Lorenzo-Luaces, City Clerk

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Charles Lacey, Mayor of THE CITY OF WINTER SPRINGS, FLORIDA, a municipal corporation, on behalf of the corporation. He (She) is personally known to me \_\_\_\_\_ or has produced as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
(Name typed, printed or stamped)



Seminole Trail Animal Hospital Inc., a Florida corporation

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of Seminole Trail Animal Hospital Inc. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
(Name typed, printed or stamped)



development purposes, Owner desires to amend the Development Agreement only with regard to the Subject Property to permit the design, construction and location of one (1) ground-mounted, single tenant monument sign each for Parcel 4A and Parcel 4B; and

**WHEREAS**, the City and Owner desire to memorialize in writing their mutual understanding regarding certain aspects of the development of the Subject Property under the terms and conditions set forth in this Amendment to Developer's Agreement for Seminole Trail Animal Hospital, Inc. ("Agreement"); and

**WHEREAS**, in addition to Owner's compliance with all provisions of the Developer's Agreement, City Codes, permitting and construction not in conflict with or addressed herein, the City and Owner desire to set forth the following special terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Developer's Agreement as follows:

1.0 **Recitals.** The foregoing recitals are hereby incorporated herein by this reference and deemed a material part of this Agreement.

2.0 **Authority.** This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

3.0 **Subject Property.** The Subject Property which is subject to, and bound by, the terms and conditions of this Agreement is legally described in "**Exhibit A**," attached hereto and fully incorporated herein by this reference.

4.0 **Subdivided Lots.** Pursuant to Resolution 2006-38, the Subject Property was approved by the Winter Springs City Commission to be subdivided into two (2) lots for development purposes. Said subdivided lots are more particularly depicted and legally described in "**Composite Exhibit B**," attached hereto and fully incorporated herein by this reference ("Parcel 4A" and "Parcel 4B").

5.0 **Representations of Owner.** Owner hereby represents and warrants to the City that Owner has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by Owner and recorded in the public records of Seminole County, Florida, constitute a legal, valid and binding obligation enforceable against Owner and the Subject Property in accordance with the terms and conditions of this Agreement. Owner represents it has voluntarily and willfully executed this Agreement for purposes of binding the Subject Property to the terms and conditions set forth in this Agreement.

6.0 **Amendment to Developer's Agreement.** The City agrees to vary the signage restrictions imposed on the Subject Property by paragraph 3.2 of the Developer's Agreement as follows:

6.1 *Parcel 4A.* Owner shall design, construct and install one (1) ground-mounted, single tenant monument sign not to exceed six feet (6') in height for Parcel 4A. Such sign shall be located as depicted on the Final Engineering Plans approved by the City Commission on April 24, 2006. The design, construction and location of the sign shall otherwise comply with the provisions of section 3 of the Developer's Agreement and all other applicable City Codes including, but not limited to, section 20-470, Winter Springs City Code.

6.2 *Parcel 4B.* Subject to applicable City Codes and prior approval by the City Commission, Owner shall be permitted to design, construct and install one (1) ground-mounted, single tenant monument sign on Parcel 4B, provided said sign shall not exceed six feet (6') in height.

7.0 **Successors and Assigns.** This Agreement shall automatically be binding upon and shall inure to the benefit of the successors and assigns of each of the parties.

8.0 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9.0 **Amendments.** This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto and approved by the City Commission.

10.0 **Entire Agreement.** This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Owner as to the subject matter hereof.

11.0 **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

12.0 **Effective Date.** This Agreement shall become effective upon approval by the City of Winter Springs City Commission and execution of this Agreement by both parties.

13.0 **Recordation.** This Agreement shall be recorded in the public records of Seminole County, Florida, and shall run with the land.

14.0 **Relationship of the Parties.** The relationship of the parties to this Agreement is contractual and Owner is an independent contractor and not an agent of the City. Nothing

herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

15.0 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.

16.0 **City's Police Power.** Owner agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

17.0 **Interpretation.** The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

18.0 **Third Party Rights.** This Agreement is not a third party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

19.0 **Specific Performance.** Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by suit in equity.

20.0 **Attorney's Fees.** In connection with any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through all appeals to the extent permitted by law.

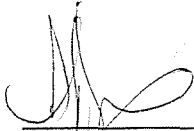
21.0 **Development Permits.** Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Owner or the City of the necessity of complying with the law governing said permitting requirement, condition,

term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy, special exception, occupational license, or other permit of any kind whatsoever for any building or unit if Owner is in breach of any term or condition of this Agreement.

22.0 **Continuing Effect of Developer's Agreement.** All other provisions of the Developer's Agreement not otherwise modified by this Agreement shall remain in full force and effect with respect to the Subject Property.

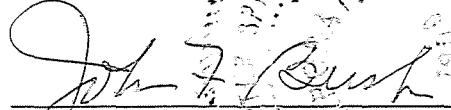
IN WITNESS WHEREOF, the parties have executed this Binding Development Agreement as of the date first written above.

ATTEST:

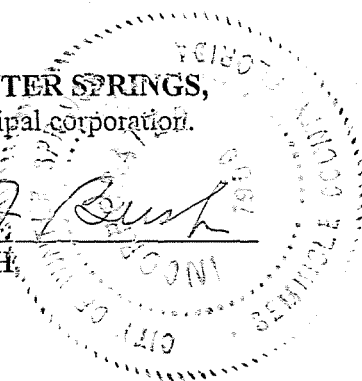


ANDREA LORENZO-LUACES,  
City Clerk

CITY OF WINTER SPRINGS,  
a Florida municipal corporation.



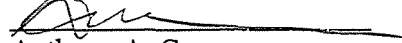
JOHN F. BUSH,  
Mayor



**APPROVED AS TO FORM AND LEGALITY**

For the use and reliance of the City of  
Winter Springs, Florida only.

Dated: 1/22/07


By: 

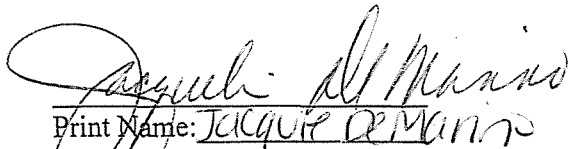
Anthony A. Garganese,  
City Attorney for the City of Winter Springs

**WITNESSES:**

**Seminole Trail Animal Hospital, Inc.**  
a Florida Corporation.

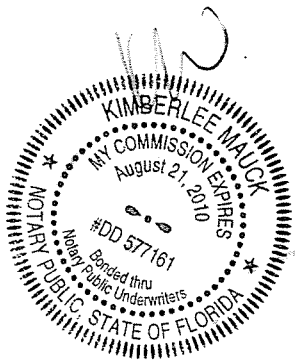
  
Print Name: Daniel Seawick

  
Douglas P. Williams,  
Its President

  
Print Name: Jacquie DeManio

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of JUN,  
2007, by **Douglas P. Williams, as President of Seminole Trail Animal Hospital, Inc.**, a Florida  
Corporation,  who is personally known to me or [ ] who has produced  
n/a as identification.



Kimberlee Mauck  
NOTARY PUBLIC, State of Florida  
My commission expires: Aug 21, 2010

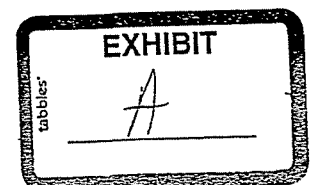
LEGAL DESCRIPTION

Lot 4, TUSCAWILLA TRACT 15, PARCEL 1-C, according to the map or plat thereof, recorded in Plat Book 56, Pages 29 through 32, inclusive, of the Public Records of Seminole County, Florida.

TOGETHER with those certain non-exclusive easements for gravity sewer line, lift station and sewer force main over and across Lot 1, TUSCAWILLA TRACT 15, PARCEL 1-C, according to the plat thereof as recorded in Plat Book 56, Pages 29 through 32, inclusive, of the Public Records of Seminole County, Florida, as described in that certain Cross Easement Agreement for TUSCAWILLA TRACT 15, PARCEL 1-C, by and between Robert A. Yeager, individually and as Trustee and ZP No. 56, Limited Partnership, a Florida limited partnership, dated January 13, 1999 and recorded January 14, 1999 in Official Records Book 3574, Page 564, as amended in Official Records Book 3582, Page 1443, Public Records of Seminole County, Florida.

Together with:

An Easement for the benefit of Lot 4 as contained in the Amendment to the Declaration of Restrictions recorded in Official Records Book 5349, Page 1939, Public Records of Seminole County, Florida, over, under and across Lot 2, as described therein.

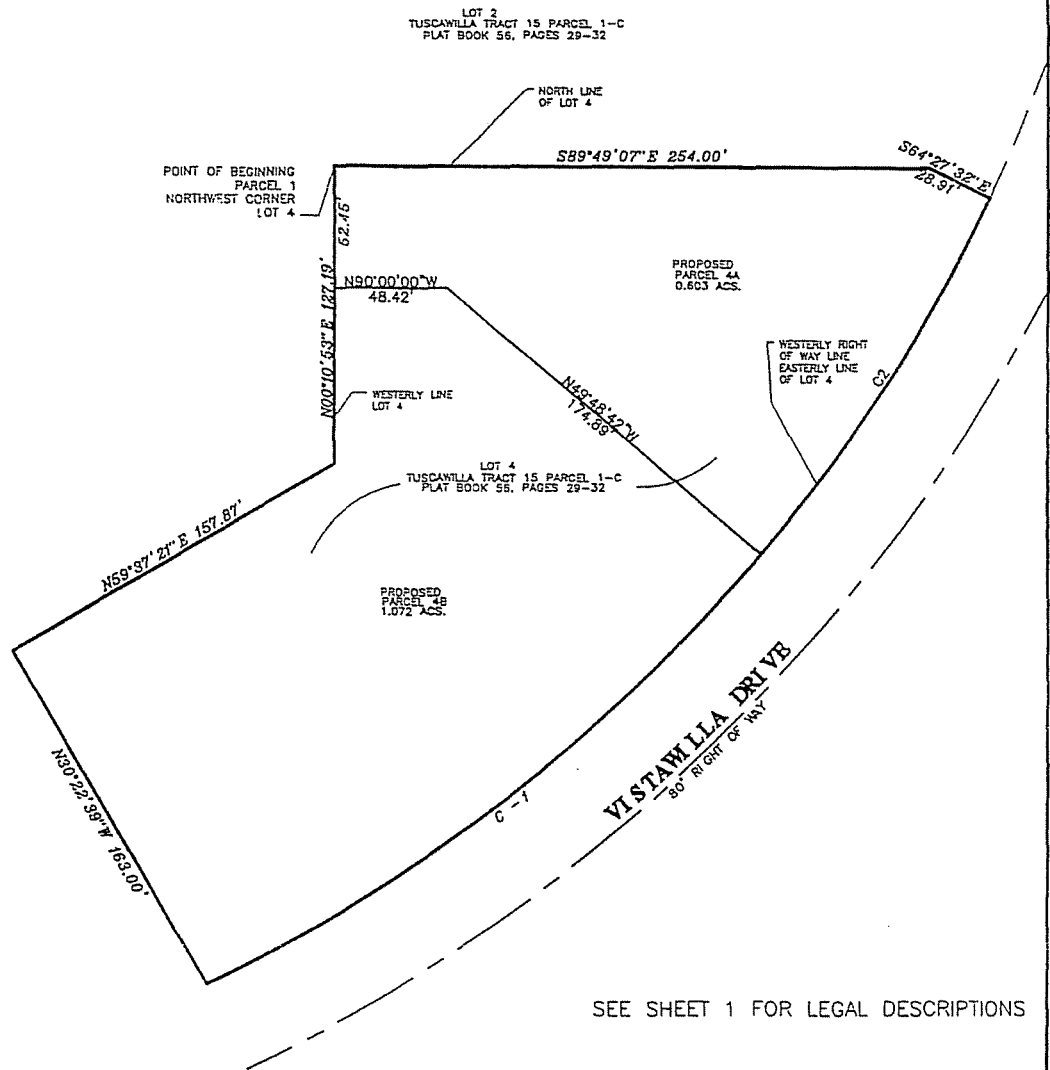




SKETCH OF DESCRIPTIONS

SHEET 2 OF 2 SHEETS

EXHIBIT Composite Exhibit B page 2



SEE SHEET 1 FOR LEGAL DESCRIPTIONS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C - 1	482.00'	710.00'	38°53'47"	N44°58'22"E	472.80'
C - 2	181.50'	710.00'	14°38'50"	S32°51'54"W	181.01'

GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft. THIS IS NOT A BOUNDARY SURVEY

LEGIBILITY UNSATISFACTORY FOR COMMERCIAL

# Exhibit 4

**THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:**

Anthony Garganese  
City Attorney of Winter Springs  
Brown Garganese, Weiss & D'Agresta, P.A.  
225 E. Robinson St., Suite 660  
Orlando, FL 32801  
(407) 425-9566

MARYA MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 05581 PGS 0861-0875  
CLERK'S # 2005007661  
RECORDED 01/14/2005 09:56:34 AM  
RECORDING FEES 129.00  
RECORDED BY D Thomas

FOR RECORDING DEPARTMENT USE ONLY

## BINDING DEVELOPMENT AGREEMENT

**THIS BINDING DEVELOPMENT AGREEMENT** (the "Agreement") is made and executed this 22nd day of November, 2004, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (the "City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **BRYCE FOSTER CORPORATION**, a Florida Corporation ("Developer"), whose address is 215 Rollingwood Trail, Altamonte Springs, Florida 32714.

### WITNESSETH:

**WHEREAS**, Developer is the fee simple owner of certain real property currently located in the City of Winter Springs, Florida and within the Tuskawilla PUD and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the parties acknowledge that the Property is currently subject to a Court Settlement Agreement which is recorded in Official Record Book 2277, Page 0464 in the Seminole County public records ("Settlement Agreement"); and

**WHEREAS**, the City and Developer acknowledge that the Settlement Agreement was entered into before the Developer purchased the Property and that Developer has inherited the rights provided under the Settlement Agreement by virtue of purchasing the Property; and

**WHEREAS**, in accordance with that Settlement Agreement, Developer is permitted to develop certain enumerated commercial uses; and

**WHEREAS**, notwithstanding the exhaustive list of permitted commercial uses contained in the Settlement Agreement, Developer acknowledges and agrees that some of the listed commercial uses are not in keeping with the residential character of the Tuskawilla PUD; and

**WHEREAS**, Developer strongly desires to develop a “residential friendly” project on the Property that is keeping in the character of the residential character of the Tuskawilla PUD; and

**WHEREAS**, in order to commit to this “residential friendly” Project, the Developer is willing to voluntarily and forever forego certain rights under the Settlement Agreement by reducing the list of permitted commercial uses and thereby protecting the residential character of the Tuskawilla PUD; and

**WHEREAS**, the City is willing to permit a “residential friendly” project on the Property under the special terms and conditions set forth herein including, but not limited to, Developer’s commitment to forego certain rights under the Settlement Agreement and Developer’s commitment to respect, safeguard and preserve the residential character of the Tuskawilla PUD; and

**WHEREAS**, the City and Developer desire to set forth the following special terms and conditions with respect to the development and redevelopment of the Property; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Authority**. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

3. **Obligations and Commitments**. In consideration of the City and Developer entering into this Agreement, and as an inducement for Developer to voluntarily and forego certain rights under the Settlement Agreement, the City and Developer hereby agree as follows:

(a) **Approval of Concept Plan**. Developer shall design, permit and construct a “residential friendly” commercial development on the Property that creates a sense of place within the Tuskawilla PUD. The “residential friendly” commercial development shall be called the “Tuskawilla Town Square” or some other name mutually acceptable to the Developer and the City. Developer acknowledges that aesthetic enhancements will be a paramount concern to the City and the residents of the Tuskawilla PUD; and as such, Developer agrees to reasonably and adequately address these concerns during the design and construction of the Project. The City hereby acknowledges and agrees that the concept plan, which is attached hereto and fully incorporated herein as **Exhibit “B”**, is acceptable (“Concept Plan”); provided, however, Developer shall have the obligation to further submit and obtain the City's approval of a final site plan and final engineering plans. Developer shall also have the obligation to construct aesthetic enhancements to the Project as depicted in the Concept Plan and as may be reasonably requested by the City in accordance with the City Code, particularly the City’s aesthetic review ordinance. Developer acknowledges and agrees that the Concept Plan was not prepared with specific surveyed dimensions and that during the final site plan and final engineering process such dimensions shall be surveyed, duly engineered, and provided to the City. Further, the elevations and roof lines depicted in the Concept Plan for the commercial buildings will

Developer's Agreement  
City of Winter Springs and Bryce Foster Corporation.

have to be adjusted to the City's satisfaction in order to satisfy the requirements under the City's aesthetic review ordinance. As such, Developer and the City agree that the Concept Plan is intended to be conceptual in nature and subject to reasonable adjustments at the final site plan and final engineering phase in order to bring the Project into compliance with the City Code and the needs of the Tuscawilla PUD.

(b) **Utilities.** The City hereby acknowledges and agrees that it currently has sufficient water and sewer treatment plant capacity available to service the Property, and shall provide such services to the Project as depicted in the Concept Plan. Developer acknowledges and agrees that offsite improvements may be necessary, at Developer's cost, to provide water and sewer service to the Property including, but not limited to, force main, lift station and pump upgrades. Further, all water and sewer improvements required on-site to service the Property shall be at Developer's expense.

(c) **Gary Hillary Drive.** In order to facilitate the safe, efficient and orderly flow of traffic to and from the Project and to create a sense of place, the City desires that Gary Hillary Drive be redesigned and reconstructed in accordance with the streetscape plan which is attached hereto and fully incorporated herein as **Exhibit "C."** ("Streetscape Plan). Developer agrees to design and reconstruct Gary Hillary Drive in accordance with the Streetscape Plan; provided, however, the City shall reimburse Developer for the reasonable costs thereof. However, the Developer's obligation to reconstruct Gary Hillary Drive is subject to the funding condition provided in the last paragraph of this subsection (c). For purposes of this Agreement, (i) the design costs shall include the costs and expenses of land surveying, civil engineering, landscape architecture, irrigation design, electrical engineering and lighting design, and (ii) the construction costs shall include the costs and expenses for clearing, grubbing and earth excavation, and for the construction of all storm drainage facilities, Progress Energy approved decorative street lights, landscaping, hardscape, irrigation, sidewalks, curbs, pavement, striping, signage and any required additional offsite improvements directly related to the reconstruction of Gary Hillary Drive (all of the foregoing costs and expenses are hereinafter collectively referred to as the "Roadway Expenses"). To the extent any of the Roadway Expenses also benefit other aspects of the Project not related to Gary Hillary Drive (e.g., stormwater improvements for the buildings and common areas), the City shall only be responsible for reimbursing the proportionate share of the particular expense related to Gary Hillary Drive. The City shall reimburse Developer in the amount of the Roadway Expenses within ninety (90) days after the reconstruction of Gary Hillary Drive has been completed and accepted by the City.

Developer agrees that all Roadway Expenses shall be subject to an informal competitive bid process under which Developer shall obtain three (3) written quotes or bids. Each bid shall be submitted to the City for review and approval prior to Developer entering into any contract for the design, permitting and reconstruction of Gary Hillary Road. Developer further agrees that at the time reimbursement for any Roadway Expense is requested, Developer shall provide the City with a copy of all applicable invoices, receipts, warranties, maintenance bonds, and documentation, including all change orders, which shall clearly evidence each reimbursable Roadway Expense. The City shall not be responsible for reimbursing any Roadway Expense which can not be

properly and reasonably documented in writing. The City shall not unreasonably withhold any approvals required under this paragraph.

Although it is initially contemplated by the parties that the reconstruction of Gary Hillary Drive will occur within the existing city right-of-way, Developer agrees to convey to the City any additional land that may be necessary to reconstruct Gary Hillary Drive in accordance with the Streetscape Plan. All such land conveyances shall be by warranty deed and free and clear of all encumbrances. Conveyance of roadway and streetscape improvements shall be by bill of sale and free and clear of all liens. The warranty deed and bill of sale shall be in a form acceptable to the City Attorney.

The City and Developer acknowledge and agree that the reconstruction of Gary Hillary Drive will likely coincide with a hazardous waste remediation project that will be performed by Seminole County. The hazardous waste project is the result of a gasoline spill at the 7-11 convenience store several years ago. The gasoline spill affected the area surrounding the 7-11 store, including Gary Hillary Drive. The parties shall continue cooperation with each other and Seminole County to facilitate the implementation of the hazardous waste remediation project.

In the event the City is not in a position to approve the funding of Gary Hillary Drive within thirty (30) days from the effective date of this Agreement, the Developer may proceed with the project as outlined in this Development Agreement and Developer shall still have the use of Gary Hillary Drive for parallel parking and said parking shall be applicable to the parking required for Tuskawilla Town Square. In said event, Developer shall fund the cost necessary to create said parking and only design the improvements to Gary Hillary Drive as provided herein. If at a later date the City approves the improvements and funding for the construction of Gary Hillary Drive, Developer agrees that it shall undertake the construction of Gary Hillary Drive as provided herein so long as construction of Tusawilla Town Square is still ongoing.

(d) **Construction of Stormwater Improvements.** Developer shall design the Project to accommodate the stormwater requirements for the Property, including the roadway improvements to Gary Hillary Drive. The City shall permit Developer to use existing City property located at the corner of Gary Hillary Drive and Winter Springs Boulevard to accommodate stormwater generated from Gary Hillary Drive and the Property, provided said use is deemed acceptable and feasible by the City. Developer shall provide any additional property that is necessary to accommodate stormwater generated from the Property.

(e) **Permitted Commercial Uses.** In consideration of the significant and substantial development rights received by the Developer from the City under this Agreement, Developer hereby agrees to voluntarily and forever forego the right to use the Property for any of the commercial uses listed on Exhibit B of the Settlement Agreement. However, at such time this Agreement is recorded in the public records of Seminole County, Florida, Developer shall be permitted to use the Property for any of the neighborhood friendly commercial uses specifically listed on **Exhibit "C"** which is attached hereto and fully incorporated herein by this reference. It is the intent and

purpose of this paragraph to fully replace Exhibit "B" of the Settlement Agreement with **Exhibit "C"** of this Agreement.

(f) **Winter Springs Boulevard Ingress and Egress.** The Developer acknowledges and agrees that during the site plan and final engineering phase of the Project, the City may require that the ingress and egress to the Property from Winter Springs Boulevard to be one way in or out. The minimum driveway width for ingress and egress shall be twenty-two (22) feet.

(g) **Building Setbacks.** The following Building Setbacks shall apply to the Property:

- (1) Front (Winter Springs Boulevard) - 10 Feet
- (2) Rear (Gary Hillary Drive) - 5 Feet
- (3) Side (Northern Way) – 20 Feet

(h) **Development Permit Fees.** Developer agrees to pay all ordinary and customary development permit fees imposed by the City including, but not limited to, application, building, and impact fees. Within thirty (30) days of the effective date of this Agreement, the Developer and City agree to meet to calculate an estimated schedule of fees based on Developer's proposed Project at the time of the meeting.

(i) **Tree Replacement.** Developer shall comply with the City's Arbor Ordinance set forth in Chapter 5 of the City Code. The Developer acknowledges and agrees that to the extent that the City's arborist determines that the Property can not adequately sustain the number of replacement trees that are required on the Property under the City Code, Developer shall provide the trees to the City and the City will plant the trees off-site at its discretion. In accordance with Section 5-8 of the Winter Springs Code, the City Commission agrees that no more than three (3) Specimen Trees may be removed from the Property due to Developer's representation that such trees must be removed in order to complete the Project. An inch for inch tree replacement shall be required for the removal of said Specimen Trees. The Specimen Trees may be removed at such time the City issues the appropriate permit, but not prior to such time that the termination rights set forth in paragraph 20 have expired.

(j) **On-Site Parking.** On-site parking shall be a minimum of 18 feet in length.

(k) **Northern Way Buffer.** Developer agrees, at its cost, to design, permit and construct a masonry block decorative wall around the garbage dumpsters. Further Developer agrees, at its cost, to design, permit, and construct a four (4) foot decorative brick wall along the parking area abutting Northern Way.

4. **Representations of the Parties.** The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the

Developer's Agreement  
City of Winter Springs and Bryce Foster Corporation.

execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer and recorded in the Public Records of Seminole County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

5. **Successors and Assigns.** This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same.

6. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. **Amendments.** This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

8. **Entire Agreement.** This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Developer as to the subject matter hereof.

9. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

10. **Effective Date.** This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.

11. **Recordation.** This Agreement shall be recorded in the Public Records of Seminole County, Florida.

12. **Relationship of the Parties.** The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

13. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or any other limitation on the City's potential liability under the state and federal law.

14. **City's Police Power.** Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

15. **Interpretation.** The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

16. **Third-Party Rights.** This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

17. **Specific Performance.** Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

18. **Attorney's Fees.** In connection with any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through all appeals to the extent permitted by law.

19. **Development Permits.** Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Developer is in breach of any term and condition of this Agreement.

20. **Termination.** The parties acknowledge and agree that Developer's obligations to complete the Project are subject to and contingent upon the City's approval and issuance of all permits required and necessary for Developer to construct Tuscawilla Town Square including any off site improvements. Further, the Agreement is subject to the mutual agreement of the Parties on the cost schedules and allocation of costs contemplated in paragraphs 3(b), 3(c) and 3(d). If the Project (including off site improvements) and the cost schedules and allocation of costs as referenced above are not acceptable to either party, then either party may terminate this Agreement and the Settlement Agreement shall remain in full force and effect and govern the Development of the Property. Further, Developer shall lose any and all rights under this Agreement. Upon issuance of all City approvals and permits required to commence development of the Project, and the parties agreeing to the allocation of costs, the termination rights under this paragraph shall expire.

**[SIGNATURES FOLLOW ON NEXT PAGE]**



IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF WINTER SPRINGS

By: John F. Bush  
John F. Bush, Mayor



ATTEST:

By: Andrea Lorenzo Luaces  
Andrea Lorenzo Luaces, City Clerk

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the City of Winter  
Springs, Florida, only.

Dated: 1/11/05

By: Anthony Garganese  
Anthony Garganese, City Attorney for  
the City of Winter Springs, Florida

CITY SEAL

Signed, sealed and delivered in the presence of the following witnesses:

**BRYCE FOSTER CORPORATION, a Florida Corporation**

Linda Gentry  
Signature of Witness  
LINDA GENTRY  
Printed Name of Witness

By: Alec String  
**Alec String**  
**Its President**

Mario Pini  
Signature of Witness  
Mario Pini  
Printed Name of Witness

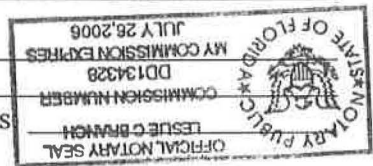
STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2004, by Alec String, as President of BRYCE FOSTER CORPORATION, a Florida Corporation, on behalf of said corporation. He is personally known to me or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Leslie C. Branch  
(Notary Public Signature)  
LESLIE C. BRANCH  
(Print Name)

Notary Public, State of  
Commission No.: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



LEGAL DESCRIPTION FOR TUSCAWILLA SQUARE  
(North East Corner of Winter Springs Blvd & Northern Way)

as prepared by "Southeastern Surveying & Mapping Corp."

LEGAL DESCRIPTION :

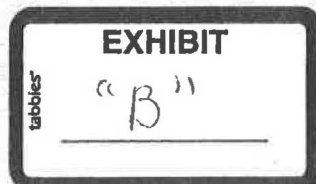
From the centerline of intersection of Winter Springs Boulevard and Northern Way, as shown in Plat of WINTER SPRINGS UNIT FOUR as recorded in Plat Book 18, Pages 6, 7 and 8, Public Records of Seminole County, Florida; run North 86 degrees 23 minutes 05 seconds East along the centerline of Winter Springs Boulevard 282.85 feet; thence North 03 degrees 36 minutes 55 seconds West 60.00 feet to the POINT OF BEGINNING on the North right-of-way line of Winter Springs Boulevard (120 foot R/W); thence run South 86 degrees 23 minutes 05 seconds West along said North right-of-way line 217.85 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve 39.27 feet through a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency on the East right-of-way line of Northern Way (80 foot R/W); thence run North 03 degrees 36 minutes 55 seconds West, along said East right-of-way line 90.78 feet to the point of curvature of a curve concave Easterly and having a radius of 1893.55 feet; thence run Northerly along the arc of said curve 84.25 feet through a central angle of 02 degrees 32 minutes 57 seconds to a point; thence leaving said East right-of-way line, run North 86 degrees 23 minutes 05 seconds East 270.83 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 27.83 feet; thence run Southeasterly along the arc of said curve 40.44 feet through a central angle of 83 degrees 14 minutes 41 seconds to the point of tangency; thence run South 10 degrees 22 minutes 14 seconds East, 173.85 feet to a point on the aforesaid North right-of-way line of Winter Springs Boulevard, said point being on a curve concave Northerly, and having a radius of 1085.92 feet; thence from a tangent bearing of South 82 degrees 16 minutes 07 seconds West, run Westerly along the arc of said curve and along said Northerly right-of-way line 78.01 feet through a central angle of 04 degrees 06 minutes 58 seconds to the POINT OF BEGINNING.

Exhibit "A"

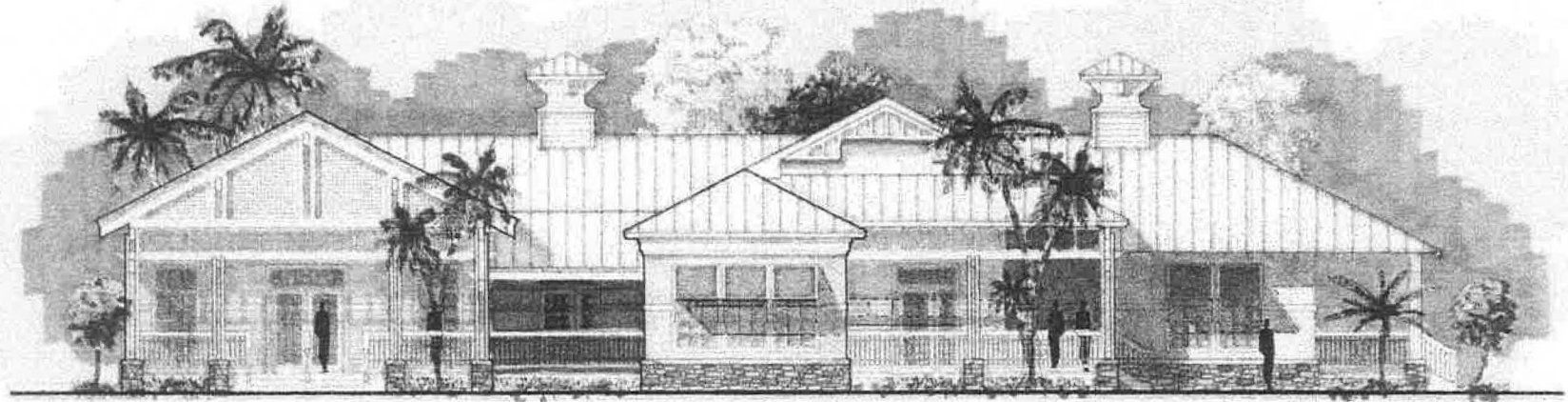
# Tuscawilla Square

## Concept Plan Summary

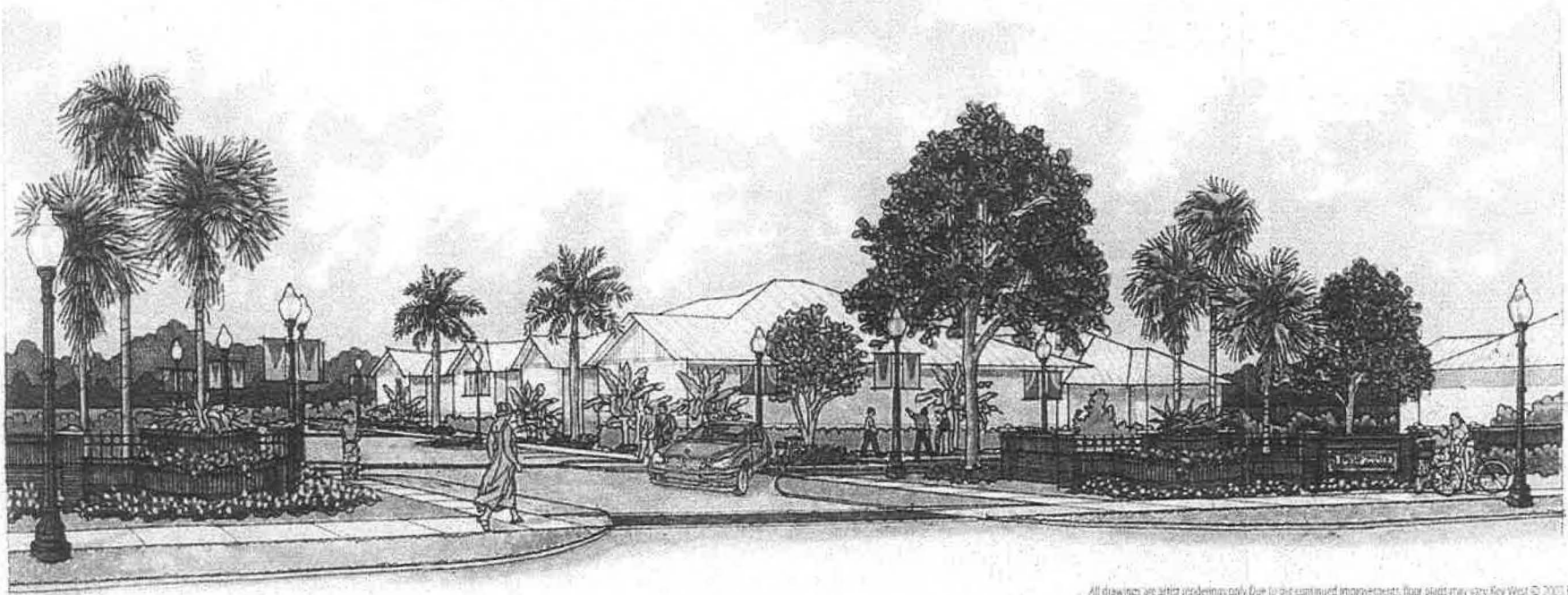
- Location:** 1301 Winter Springs Blvd  
Winter Springs, Fl. 32708
- Land Size:** 1.4112 Acres
- Current Use:** Tuscany's Restaurant
- Proposed Use:** Expansion of Tuscany's Restaurant  
and additional retail space
- Design Features:** Key West Inspired Design in a residential scale,  
Front Porches, Metal Roofs, Brick drives, Fountain,  
Gardens, Benches, and Bike Racks,
- Improvements to Gary Hillary Drive:** Add sidewalks, address storm water  
Drainage, Lighting, Landscaping and  
Remediation of groundwater contamination
- Architect:** Starmer Ranaldi
- Landscape Architect:** Dobson's
- Owner:** Bryce Foster Corporation



Concept Plan Tuscawilla Square

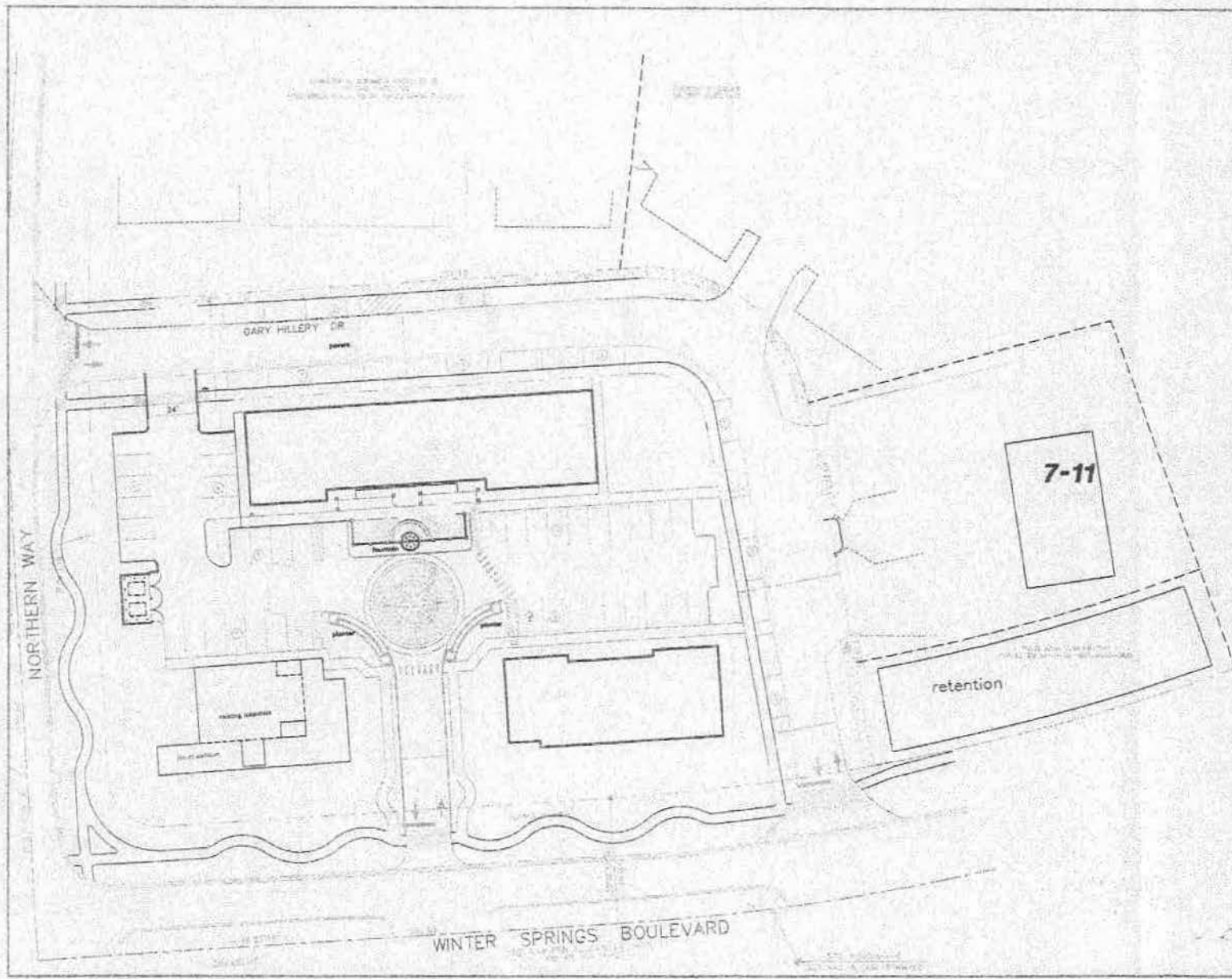


Concept Plan Gary Hillary Drive



All drawings are artist renderings only. Due to the continued improvements, floor plans may vary. Key West © 2003 Bryce Foster LLC





**CIVIL ENGINEERS  
LAND PLANNERS  
LANDSCAPE ARCHITECTS**

2020 Marquette Court  
Winter Springs, FL 32789  
Tel: (407) 217-8000  
Fax: (407) 870-3351

Project Manager: K. FISCHER  
Engineer: KGH  
Technician: KGH

**TUSCAWILLA  
SQUARE  
GARY HILLERY  
DRIVE  
IMPROVEMENTS**

WINTER SPRINGS, FLORIDA

**CONCEPT PLAN**

2004020  
1"=20' 2004020.dwg

**EXHIBIT "C"**

**NEIGHBORHOOD FRIENDLY PERMITTED COMMERCIAL USES**

The following Neighborhood Friendly commercial uses shall be permitted on the Property:

**A. Permitted Uses:**

Administrative public buildings  
Advertising agencies  
Alcoholic beverage sales (wine & beer and specialty package)  
Alcoholic beverage, on-premises consumption, in conjunction with restaurant  
Alterations and tailoring, shops and services  
Antique and gift shops  
Appliances, sales and service  
Artists' studios  
Automotive accessories sales  
Bakery, retail  
Bicycles, sales and services  
Bookstores, stationary, newsstands  
Butcher shop, retail only  
Camera shops, photographic stores and developers  
Cleaners, clothing  
Coin dealers;  
Computers, hardware and software sales and services  
Confectionary and ice cream store  
Dance and music studio  
Day nurseries, kindergartens, and day care  
Drug and sundry stores  
Employment agencies  
Exercise such as gym, spa and karate  
Financial institutions, banks, savings and loans (no drive-through)  
Flooring, retail only (carpet, tile, wood, etc.)  
Florist  
Furniture, retail  
Grocers and delicatessens, specialty and retail  
Hairstylist and barber shops  
Hardware stores  
Health food products and services  
Hobby and craft shops  
Home Improvement shops, retail and consultation services

Insurance agency  
Interior Decorating and draperies  
Jewelry store  
Kitchen and other cabinet stores, retail  
Libraries  
Loan companies, excluding pawnshops and title loan companies  
Locksmith  
Luggage and travel shop  
Medical clinics and ancillary small laboratories  
Musical instruments, sales and services  
Nursery products and supplies, plants, and trees (retail only)  
Outdoor advertising and signs, sales office  
Outdoor neighborhood markets on weekends and holidays  
Optical services and sales  
Party supplies and services  
Paint store  
Pet shops and grooming  
Photography studios  
Physical fitness and health clubs  
Post office  
Printers, quick print services only  
Professional services offices, such as accountants, architects, attorneys, bookkeepers, dentists, doctors, engineers, insurance and other agents, and surveyors.  
Radio, TV, Stereo, and Video  
Rental shops  
Restaurants, including indoor and outdoor dining  
Retail sales of a residential character  
Schools, public, private and parochial, vocational (such as cosmetology, medical and dental assistant training) requiring no mechanical equipment  
Shoe repair shops  
Sporting goods, retail  
Swimming pool sales and services  
Telephone Business offices and exchanges  
Tobacco shops  
Toy stores  
Travel agencies  
Wearing apparel stores

**B. Other Uses:**

Upon formal written petition by the Developer, the Developer may petition the City Commission for additional permitted uses. The City Commission may consider the Developer's petition, on a case-by-case basis, and approve, at its discretion, additional neighborhood commercial uses that are keeping with the residential character of the Tuskawilla PUD. The City Commission shall have the right to impose reasonable conditions on any approvals granted under this Agreement.



Hal R. Bradford, Esq.  
SHUTTS & BOWEN LLP  
20 N. Orange Avenue, Suite 1000  
Orlando, Florida 32801

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL.

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DEVELOPER'S AGREEMENT  
TUSCAWILLA TRACT 15 PARCEL 1-C

This DEVELOPMENT AGREEMENT by and between Robert Yeager, Trustee (hereinafter called "Property Owner") and contract purchasers, Zimmer Development <sup>Company</sup> Inc. (hereinafter called "Zimmer", as developer of the Kash n' Karry Shopping Center shopping center project and ContraVest, Inc. (hereinafter called "ContraVest") as developers of the Courtney Springs Apartment complex and the City of Winter Springs, a Florida municipal corporation (hereinafter called "the City") is entered into pursuant City Code, and is intended to constitute a covenant covering the property described herein. Reference to Property Owner includes Zimmer and ContraVest as assigns to Property Owner's rights and bind Zimmer and ContraVest for obligations on their respective projects. This Agreement is based on the following premises:

Whereas, the real property described herein as Parcel 1C of Tract 15 of the Tuscowilla P.U.D., further described on Exhibit "A" attached hereto is located within the City limits of the City; and

Whereas, the real property is subject to certain land development regulations of the City, including the "S.R. 434 Corridor Vision Plan: New Development Area" (Ordinance No. 675 of the City); and

Whereas, the real property is subject to a Settlement Agreement set forth in Ordinance 489 and recorded at Official Records Book 2277, pages 0464 through 0500, Public Records of Seminole County, Florida (hereinafter call "the Settlement Agreement"); and

Whereas, parties concur that this Agreement deals with issues separate from the issues addressed in said Settlement Agreement, and this Agreement should be construed as consistent with

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SEMINOLE COUNTY  
OFFICIAL RECORDS  
BOOK PAGE

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the said Settlement Agreement, and in the event of conflict between the terms of this Agreement and the Settlement Agreement, the Settlement Agreement shall prevail; and

Whereas, this property has received a Certificate of Vested Rights Special Use Permit from the City on August 4, 1993, which is in full force and effect, and this Agreement shall not cause to affect the vesting status of this property; and

Whereas, the City agrees that Parcel 1C of Tract 15 of the Tusawilla P.U.D. may be subdivided and developed into two (2) major projects consisting of a 252 unit apartment complex (the apartment site) and a Kash n' Karry site, and the Kash n' Karry site may be divided into three (3) parcels; and

Whereas, Sections 20-458 and 20-459 of Ordinance No.675, the "S.R. 434 Corridor Vision Plan: New Development Area" provides for a Development Agreement for real property such as that described on Exhibit "A", upon a finding that the site is constrained, and extra development enhancements are provided by the Property Owner to preclude or mitigate against any impacts upon abutting properties or the S.R. 434 corridor; and,

Whereas, the City Commission of the City of Winter Springs finds that the real property described in this Agreement is constrained by width, proximity to water retention areas on the property, by wetlands, and by proximity to less densely and intensely developed properties; and

Whereas, the City Commission finds that Property Owner is making sufficient development concessions and enhancements on the real property described on Exhibit "A" to authorize a Development Agreement for the apartment complex and the Kash n' Karry site; and

Whereas, in consideration for the City entering into this Agreement the Property Owner has agreed to provide certain enhancements for the entire parcel (such as a wall, landscaping, etc.) and

certain common design themes or criteria (such as retention pond and fountain maintenance, fencing and landscaping).

NOW THEREFORE, be it agreed as follows:

1. Premises Incorporated Herein

The City and the Property Owner hereby agree that the foregoing premises are true and correct.

2. Property Affected

2.1 The real property described on Exhibit "A" constitutes the entire property subject to this Development Agreement. A consideration for the City entering into this Agreement is that certain enhancements (such as enhanced landscaping and a six (6') foot wall along the rear of the subject property) and certain common design themes or criteria (retention pond fountain) are being proposed by the Property Owner and accepted by the City.

2.2 A specific implementing development agreement is hereby created for the Courtney Springs apartment site development and for the Kash n' Karry site development as shown on the respective Final Engineering Plans approved by the City, on file with the Office of the City Clerk, Winter Springs, Florida, which by this reference are incorporated herein.

2.3 Where no requirements concerning a development issue are set forth in this agreement for the real property described on Exhibit "A", then the standards set forth in the "State Road 434 Corridor Vision Plan: New Development Area" standards shall first

apply, and if no standards exist in said ordinance, then other applicable City Code provisions shall govern development of the property.

- 2.4 This Agreement does not and cannot exempt any real property from complying with state or local law or ordinances relating to platting, environmental permitting, wetlands regulations, stormwater, or other matters nor any development issues not directly addressed by this Agreement.

3. Development Conditions for the Kash n' Karry Site ("Zimmer")

The development for the Kash n' Karry site shall be subject to the "signage sheet" prepared by Zimmer (Bowyer-Singleton Signage Sheet sealed and dated 12-2-98) as to the specific location and size of each and all signage for the Kash n' Karry and two outparcel sites and shall be subject to the following conditions:

- 3.1 Zimmer is allowed two (2) ground-mounted, multi-tenant signs - both to be located on S.R 434 frontage. Zimmer is allowed one (1) ground-mounted, single-tenant sign to be located on Vistawilla Drive for the Kash n' Karry center.
- 3.2 Zimmer is allowed a height variance for three (3) ground-mounted, single tenant signs from 8' in height to 8'9" in height. One (1) sign is to be located on future out parcel 1, one (1) sign is to be located on future out parcel 2, and the third sign is the one for Kash n' Karry on Vistawilla Drive.
- 3.3 Zimmer is allowed a height variance from 14' for the building mounted signs as follows:
- a. The primary sign (anchor tenant) is from 25'6" at base to 33'6" at top
  - b. The liquor store and the eastern most retail sign are from 19'6" at base to 21'6" at top and,

c. The smaller stores are from 16'6" at base to 18'6" at top.

3.4 The Kash n' Karry development shall be subject to and comply with the sign regulations and specifications set forth on the Bowyer-Singleton Signage Sheet sealed and dated 12-2-98 on file with the Office of the City Clerk, Winter Springs, Florida, as a Final Engineering Permit condition for site development of said parcel, if addressed therein, or if not the requirements set forth in Winter Springs Ordinance No. 675.

3.5 The outparcel No. 2 of the Kash n' Karry site shall be restricted to office use only.

4.0 Development Conditions for the Courtney Springs Apartment Site (ContraVest)

To minimize impacts to abutting properties and to enhance the quality and design of the Courtney Springs Apartments (the Apartment site) certain amenities have been agreed to by the City and ContraVest, and shall constitute requirements for Apartment site development. Enhanced or permitted variations from City Code requirements on the apartment site shall be as set forth below.

4.1 ContraVest is allowed to vary the size of the parking spaces from 10' x 20' to 9' x 20' for one hundred fifty four (154 spaces).

4.2 ContraVest is permitted to construct two (2) wing walls of approximately 60' in length with the Courtney Springs identification sign on the front face of each wall on each side of the entryway into the complex from state road 434. In addition, the crown of the signs on the wing wall is allowed to exceed the eight (8') foot height requirement,

specifically the crown of the wall where the sign is constructed may be up to 12' in height for a distance not exceeding 15 linear feet.

- 4.3 ContraVest is authorized to use 12' Wax Myrtle trees, or other fast growing trees acceptable to the City, along the rear boundary of the property rather than canopy trees specified in City Code. Such fast growing trees shall be planted in accordance with the Canin Associates Landscape Plan sealed and dated 12-1-98, and the parties agree that a minimum of 22 fast growing trees shall be planted.
- 4.4 The site plan, including building, water retention placement, and parking lot layout are set out in the Final Engineering Plans on file with the City and shall govern the design, construction and use of the apartment site in order to ensure quality development and to minimize impacts on surrounding single family development.
- 4.5 Specific site developments for the apartment site not specifically addressed herein shall be as set forth in the Final Engineering Plans (Bowyer-Singleton plans sealed and dated 12-2-98), and if not addressed therein shall be in accordance with City Ordinances.

5.0 Wall Requirement

The parties agree and acknowledge that a wall separating the proposed development on Parcel 1-C from abutting residential development will assure quality development on the Parcel 1-C site while minimizing impacts on existing residential areas by separating intensities and densities. The wall requirement obligation on the Property Owner and developers shall be as set forth below.

- SEMINOLE CO. FL
- 5.1 To the rear of the future outparcel two (2) of the Kash n' Karry site, the Property Owner agrees to dedicate a 50' x 5' parcel to either the Tusawilla Homeowner's Association, Inc. (THOA) or the Tusawilla Beautification District (TBD) for an entry sign to the Tusawilla residential area within 90 days of execution of this agreement. This parcel will commence at the Vistawilla Drive right-of-way and go in a northwesterly direction, per the attached Exhibit "B".
- 5.2 The Property Owner shall also dedicate to the THOA or the TBD a minimum 20' x 5' parcel on the east side of Vistawilla Drive for placement of an entryway sign in the location depicted on Exhibit "B". The Property Owner is not required to expend any funds or be involved in the actual construction of these entryway signs described in Sections 5.1 and 5.2.
- 5.3 Zimmer shall construct a brick wall commencing at the western termination of the 50' x 5' parcel described in paragraph 5.1 above, and extending northwesterly an additional 50' at the rear of the future outparcel 2 on the Kash n' Karry site. This brick wall will be constructed of bricks compatible with the wall at the Eagle's Watch subdivision on the eastside of Vistawilla Drive. The balance of the wall along the Kash n' Karry property line will be of stucco construction.
- 5.4 ContraVest shall construct a 6-foot stucco wall along the southerly property line of the apartment site between the designated wetlands in order to buffer the apartment site and the abutting single family development to the south. The placement of the wall shall be in accordance with the final engineering plans on file with the City.
- 6.0 The FDOT Water Retention Pond

The City and the ContraVest desire to make the water retention pond being constructed and owned by the Florida Department of Transportation (FDOT) a more attractive amenity to the Courtney Springs Apartment development and to the SR 434 Corridor. To achieve this, the property owner and the City agree that acquisition of the FDOT pond by the City and the construction of certain amenities set forth below by the property owner will best achieve these objectives. Therefore, the City and ContraVest agree as follows:

- 6.1 The City shall use its best efforts to acquire ownership or control of the FDOT pond located on SR 434 immediately north of the portion of Tract 15, Parcel 1-C of the apartment site. If the City is successful in acquiring ownership or control, that will permit the improvements, alterations and maintenance contemplated by the parties, then ContraVest agrees to undertake the following responsibilities as set forth below, at its expense:
- 6.2 The City and ContraVest shall share the costs associated with acquisition of the FDOT pond site with a cap of FIFTEEN HUNDRED DOLLARS (\$1,500.00) from each party. In the event the costs to complete the acquisition exceed this sum, the City shall have the option, but not the obligation to pay the additional costs. If the City is unable to acquire ownership or control, then ContraVest shall not be bound to the requirements set forth in 6.3 through 6.6.
- 6.3 ContraVest shall provide enhanced landscaping around the pond per the plans and specification shown on the Canin Associates Landscape Plan sealed and dated 12-1-98, on file with the Office of the City Clerk, Winter Springs, Florida.



- 6.4 FDOT will be installing a black vinyl chain-link fence and gate around the entire pond as part of the SR 434 construction. ContraVest shall replace the chain-link fence and construct a decorative fence along the entire SR 434 side of the FDOT pond consistent with that approved for the SR 434 frontage for the apartment site. If FDOT does not install black vinyl chain-link fence, it shall be ContraVest's obligation to install the black vinyl fence around the other sides of the pond.
- 6.5 ContraVest shall construct a lighted fountain in the pond. ContraVest shall provide for maintenance in perpetuity for the enhanced landscaping, fencing, operation of the lighted fountain for the pond, and shall reasonably maintain the appearance of the water area in a clean, debris-free condition.
- 6.6 ContraVest shall provide an insurance policy or evidence of coverage in the amount of ONE MILLION DOLLARS (\$1,000,000.00) in Public Liability insurance covering the services and activities of property owner relating to the pond. The policy shall name the City as a Co-Insured. Said policy shall be provided at the time the first Certificate of Occupancy is issued for Courtney Springs Apartment complex.

8.0 Underground Utilities Along SR 434

The City and the developers agree that each shall pay fifty percent (50%) of the cost of construction for underground electric and other utility lines traditionally constructed on poles along the frontage on SR 434 from the western right-of-way of Vistawilla Drive to the western edge of the FDOT pond. The total cost to the developers for construction of the underground utilities shall not exceed THIRTY

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ONE THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS AND FIFTY  
CENTS (\$31,825.50).  
SEMINOLE CO. FL

9.0 Developers' or Successors' Continuing Obligation

ContraVest and Zimmer, or their successors or assigns, shall be responsible for the ongoing maintenance of the landscaping, walls, retention ponds, site amenities and other common areas and facilities on their respective properties.

10.0 Grace Period/Time to Cure:

In the event the City determines that any of the other parties hereto, or their respective successors or assigns, is not in compliance with landscaping installation as required by this Agreement, or fails to maintain the landscaping as required by City Code, The City shall provide written notice of violation to the owner of the subject parcel or parcels, stating the specific nature of the violation and the corrective actions to be taken to cure said non-compliance. The owner shall have thirty (30) days from receipt of said notice in which to cure the violation before the City can declare a default under this Agreement. The City agrees and acknowledges that a default by one party to this Agreement shall not affect the other parties' property.

11.0 Pursuant to the requirement of state law, the parties acknowledge and agree

- a. Duration of Agreement. This Agreement shall be recorded in the public records of Seminole County at cost to the Property Owner and shall be a covenant running with the land
- b. Development Issues. Development issues shall be those permitted and controlled (such as building height, permitted uses, parking requirements and

other development standards) by existing City Code, including Ordinance No. 675 and the Settlement Agreement, except as said site development standards are specifically modified herein.

- c. Agreement Consistent with Comprehensive Plan. The City Commission and the local planning agency have found that the land uses and development proposed are consistent with the City's Comprehensive Plan. By entering into this Development Agreement, the City Commission finds this Agreement consistent with the City's Comprehensive Plan.
- d. Compliance With Other Laws. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Property Owner of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

12.0 Enforcement/Venue

This agreement may be enforced by parties to it by bringing action in the Court of proper jurisdiction to interpret or enforce the provisions of this Agreement. Venue of any such shall be in Seminole County, Florida.

13.0 Parties Bound

This Agreement shall be recorded in the Public Records of Seminole County, Florida and shall be binding on the heirs, assigns or successors to the Parties to this Agreement.

DONE AND AGREED on this 14<sup>TH</sup> day of DECEMBER, 1998.

WITNESS

Julie Sullivan  
NAME: JULIE SULLIVAN

PROPERTY OWNER:

Robert Yeager  
ROBERT YEAGER, TRUSTEE,  
and individually

John Bennett  
NAME: John Bennett

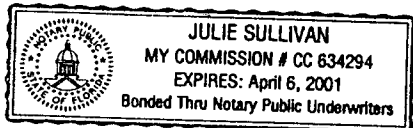
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of DECEMBER 1998 by Robert Yeager, as Trustee. He is personally known to me, ~~or has produced~~ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Julie Sullivan  
JULIE SULLIVAN

Print Name:  
My commission expires: \_\_\_\_\_



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JLZ

SEMINOLE CO. FL

WITNESS:

Wanda T. Horton

Wanda T. Horton

Name:

Jay S. Neisen

Name:

ZIMMER DEVELOPMENT, INC. <sup>Company</sup>

By: [Signature]

STATE OF North Carolina  
COUNTY OF New Hanover

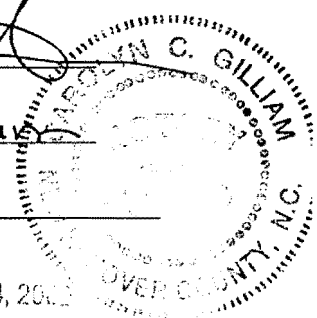
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 1998 by Jeffrey L. Zimmer. He is personally known to me, or has produced as identification.

NOTARY PUBLIC, STATE OF NC

[Signature]  
Carolyn C. Gilliam

Print Name:

My commission expires: \_\_\_\_\_



My Commission Expires September 24, 2002

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SEMINOLE CO. FL

WITNESS:

*Julie Sullivan*

Julie Sullivan

Name:

\_\_\_\_\_

Name:

CONTRAVEST, INC.

*Gerald D. Ogier*

By: PRES. GERALD D. OGIER

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of DECEMBER 1998 by GERALD D. OGIER. He is personally known to me, ~~or has produced~~ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

*Julie Sullivan*

Julie Sullivan

Print Name:

My commission expires: \_\_\_\_\_



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SEMINOLE CO. FL

ATTEST:

Margo M. Pierce  
MARGO PIERCE, CITY CLERK

CITY OF WINTER SPRINGS  
Paul P. Partyka  
PAUL P. PARTYKA, MAYOR  
INCORPORATED 1956  
SEMINOLE COUNTY, FLORIDA  
DECEMBER 31st

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of ~~November~~ December 1998,  
by Paul P. Partyka, Mayor of the City of Winter Springs, Florida. He is personally known to me, or  
has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA  
Print MARGO M. PIERCE  
My commission expires: \_\_\_\_\_

Margo M. Pierce  
My Commission CC772117  
Expires September 1, 2002

THIS INSTRUMENT PREPARED BY:  
  
Robert D. Guthrie, Esq.  
FRANK KRUPPENBACHER, P.A.  
P. O. Box 3471  
Orlando, FL 32801-3471

OVERALL BOUNDARY  
KASH 'N KARRY/APARTMENTS/TUSCAWILLA SEMINOLE CO. FL

## LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 31 EAST. SEMINOLE COUNTY, FLORIDA; THENCE RUN  $S00^{\circ}24'55''E$ , ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 205.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE LAKE CHARM BRANCH OF THE SEABOARD COAST LINE RAILROAD (S.C.L.) (100' R/W); THENCE RUN  $N54^{\circ}34'57''W$ , ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 293.14 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF  $24^{\circ}44'10''$  AND A RADIUS OF 1959.19 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.83 FEET TO THE POINT OF TANGENCY; THENCE RUN  $N79^{\circ}18'14''W$ , ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 691.26 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF  $11^{\circ}46'38''$  AND A RADIUS OF 2612.09 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 536.92 FEET TO THE POINT OF TANGENCY; THENCE RUN  $S88^{\circ}55'08''W$ , ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 178.11 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF VISTAWILLA DRIVE; THENCE RUN  $N10^{\circ}23'19''E$ , ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 16.23 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF  $69^{\circ}00'18''$  AND A RADIUS OF 540.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 650.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF  $14^{\circ}57'22''$  AND A RADIUS OF 710.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 185.33 FEET TO THE EASTERNMOST CORNER OF HOWELL CREEK RESERVE PHASE ONE, AS RECORDED ON PLAT BOOK 49, PAGES 10-12, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE NORTHERLY LINE OF SAID HOWELL CREEK RESERVE PHASE ONE; THENCE  $N30^{\circ}22'39''W$ , A DISTANCE OF 356.04 FEET; THENCE  $N89^{\circ}52'39''W$ , A DISTANCE OF 2100.00 FEET; THENCE  $N00^{\circ}07'21''E$ , A DISTANCE OF 100.00 FEET; THENCE  $N89^{\circ}52'39''W$ , A DISTANCE OF 47.50 FEET TO THE SOUTHEAST CORNER OF CREEKS RUN, AS RECORDED IN PLAT BOOK 53, PAGES 1-3, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY LINE OF SAID CREEKS RUN; THENCE  $N00^{\circ}07'21''E$ , A DISTANCE OF 95.77 FEET; THENCE  $N47^{\circ}03'59''E$ , A DISTANCE OF 152.67 FEET; THENCE  $N00^{\circ}07'21''E$ , A DISTANCE OF 18.20 FEET; THENCE  $N55^{\circ}38'10''E$ , A DISTANCE OF 58.83 FEET; THENCE  $N21^{\circ}47'50''W$ , A DISTANCE OF 73.83 FEET TO THE NORTHEAST CORNER OF SAID CREEKS RUN; THENCE DEPARTING SAID

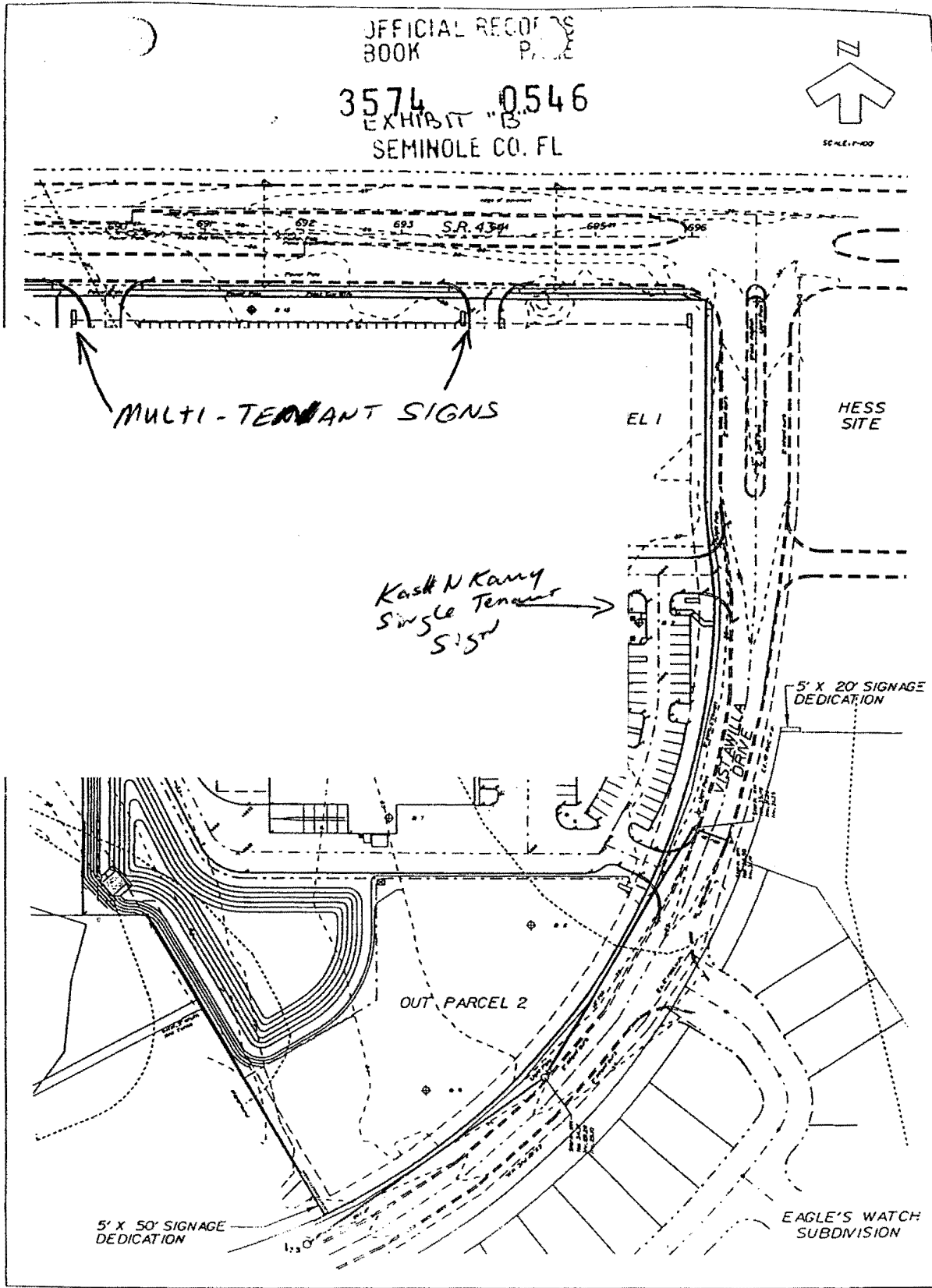


EASTERLY LINE, RUN S89°52'39"E, A DISTANCE OF 16.17 FEET; THENCE N28°05'28"W, A DISTANCE OF 85.60 FEET; THENCE N24°26'37"W, A DISTANCE OF 77.74 FEET; THENCE S89°00'23.19"W, A DISTANCE OF 68.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY, AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD NO. 434, SECTION 77070-2517; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S89°49'07"E, A DISTANCE OF 142.37 FEET; THENCE S00°10'53"E, A DISTANCE OF 5.00 FEET; THENCE S89°49'07"E, A DISTANCE OF 200.00 FEET; THENCE N00°10'53"E, A DISTANCE OF 5.00 FEET; THENCE S89°49'07"E, A DISTANCE OF 133.00 FEET; THENCE S00°10'53"W, A DISTANCE OF 289.00 FEET; THENCE S89°49'07"E, A DISTANCE OF 800.00 FEET; THENCE N00°10'53"E, A DISTANCE OF 294.00 FEET; THENCE S89°49'07"E, A DISTANCE OF 1383.53 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF VISTAWILLA DRIVE; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S00°27'38"W, A DISTANCE OF 206.85 FEET; THENCE S05°15'00"E, A DISTANCE OF 100.50 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 63°58'36" AND A RADIUS OF 710.00 FEET; THENCE FROM A TANGENT BEARING OF S00°27'39"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 792.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.096 ACRES, MORE OR LESS.

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 REV'D 12/2/98 SVB

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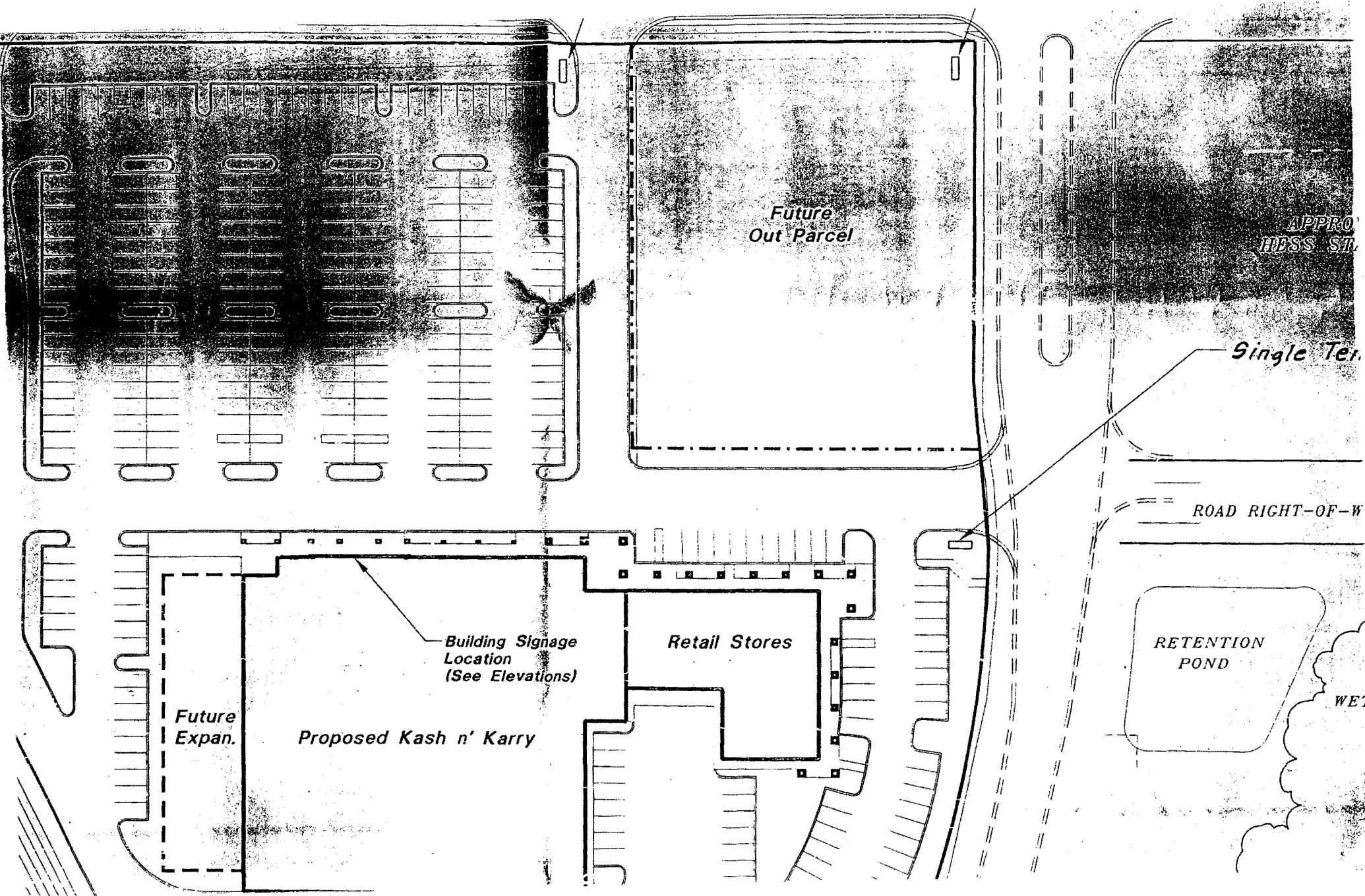
TUSCAWILLA  
TRACT 15  
PARCEL 10

**BOWYER  
SINGLETON**  
& ASSOCIATES, INCORPORATED  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENT

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801  
(407) 843-5120  
FAX 407-649-8664

WINTER SPRINGS FLORIDA  
DEVELOPER'S AGREEMENT  
EXHIBIT "B"  
SIGNAGE  
DEDICATION  
SHEET 1 OF 1

Legibility Unsatisfactory  
For Microfilming



Future  
Out Parcel

APPROACH  
HESS ST.

Single Ter.

ROAD RIGHT-OF-W

RETENTION  
POND

WET

Building Signage  
Location  
(See Elevations)

Retail Stores

Future  
Expan.

Proposed Kash n' Karry

1/27  
3.00

AN ORDINANCE OF THE CITY OF WINTER SPRINGS, FLORIDA, ADOPTING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF WINTER SPRINGS, FLORIDA AND THE WINTER SPRINGS DEVELOPMENT JOINT VENTURE; PROVIDING FOR A DEVELOPMENT ORDER; AMENDING ANNEXATION ORDINANCE NO. 64; WAIVING MULTI-FAMILY DWELLING UNIT DENSITY LIMITS PURSUANT TO SECTION 20-354, CODE OF WINTER SPRINGS; PROVIDING FOR A CERTIFIED MAP; PROVIDING FOR CONFLICTS, SERVABILITY, AND EFFECTIVE DATE.

WHEREAS, on October 11, 1971, the Village of North Orlando, Florida, predecessor to the City, adopted Ordinance No. 64 ("Annexation Ordinance"), which Annexation Ordinance annexed certain property comprising what is commonly known as the Tusawilla Planned Unit Development (the "Tusawilla PUD"), into the Village of North Orlando, Florida; and

WHEREAS, the Tusawilla PUD originally consisted of approximately thirty-five hundred acres (3,500) and was approved for development of nine thousand seven hundred forty-seven (9,747) total dwelling units; and

WHEREAS, the Annexation Ordinance provided for the development of the Tusawilla PUD based upon an overall development plan and set forth requirements for open space, recreation space, and other development matters; and

WHEREAS, subsequent to the Annexation Ordinance, the Tusawilla PUD was developed in accordance with the approved overall development plan, subject to certain amendments which redesignate the uses of several parcels within Tusawilla PUD, all of which amendments were in compliance with the overall Tusawilla PUD concept to better utilize open space and allocate densities within Tusawilla PUD; and

WHEREAS, pursuant to such amendments, the overall density of Tusawilla PUD was reduced; and

WHEREAS, the developers of the Tusawilla PUD have asserted that the Tusawilla PUD was designed with the concept of a central core (the "Central Core") of commercial property, in the parcel commonly known as Parcel 61, to service the entire

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SEMIWOLE CO. FL.

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CLARENCE HORSE  
CLERK OF CIRCUIT COURT  
SEMIWOLE COUNTY, FL.

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RECORDED & VERIFIED

@ City of Winter Spgs

Tuscawilla PUD, which Central Core was integral in the design of the overall road system and infrastructure of the entire Tuscawilla PUD; and

WHEREAS, On January 14, 1988, Gulfstream Housing Corp., successor by merger to Winter Springs Development Corporation, entered into a contract to sell certain real property to D & M Investments, which property was located in the Central Core, which contract was subsequently assigned by Gulfstream Housing Corp. to WSDJV; and

WHEREAS, the developers of the Tuscawilla PUD have asserted it was intended under the said Contract that the Central Core property be developed with a commercial use; and

WHEREAS, the developers thereafter sought to develop a shopping center within the Central Core; and

WHEREAS, a dispute arose as to the right of the developers of the Tuscawilla PUD to develop a shopping center within the Central Core, which resulted in negotiations between WSDJV and the City and ultimately to a series of public hearings to determine vested rights of WSDJV to develop the Central Core with a commercial use; and

WHEREAS, the City Commission ruled on June 19, 1989, that WSDJV did not have vested rights to develop the Central Core as a shopping center; and

WHEREAS, based upon the aforescribed denial, WSDJV filed a Petition for Writ of Certiorari and Amended Petition for Writ of Certiorari in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida (the "Court"), Case No. 89-3589-CA-17-L, Winter Springs Development Joint Venture, a Florida joint venture, through its General Partner, Gulfstream Housing Corp., successor by merger to Winter Springs Development Corporation, Petitioner, v. City of Winter Springs, a Florida municipal corporation, Respondent (the "Petition"); and

WHEREAS, in an attempt to resolve the issue surrounding the Petition, WSDJV and The City agreed to a mediation of this matter approved by the Court, which mediation was held on February 2,

1990; and

WHEREAS, as a method of settlement of the Petition and the issues surrounding the development of the Central Core, WSDJV and The City agreed to review the land uses for the remaining undeveloped properties within the Tuscawilla PUD and amend the Tuscawilla PUD to reallocate land uses and densities in a manner to better utilize open space and allocate densities within the Tuscawilla PUD and in keeping with the original approvals granted relative thereto; and

WHEREAS, the property remaining to be developed within the Tuscawilla PUD consists of approximately 367.2 acres (collectively the "Remaining Property") consisting of: approximately 32.2 acres designated as Parcel 14C ("Parcel 14C"), approximately 35.0 acres designated as Parcel 61 ("Parcel 61"), approximately 202.9 acres designated as Parcel 15 ("Parcel 15"), approximately 75.4 acres designated as Parcel 80 ("Parcel 80"), and approximately 20.7 acres designated as the Lake Jessup Property ("Lake Jessup Property"), which Remaining Property and the aforescribed parcels are described on Composite Exhibit "A" attached to the Agreement and expressly incorporated herein by this reference; and

WHEREAS, pursuant to the Agreement, the total number of residential units and total commercial acreage in the Tuscawilla PUD will be reduced from the original approval; and

WHEREAS, the Agreement is in the best interest of The City and promotes the health, safety and welfare of the citizens of The City; and

WHEREAS, this Agreement does not constitute a substantial deviation pursuant to Section 380.06(19), Florida Statutes (1989), as amended, of the original approval granted to the Tuscawilla PUD; and

WHEREAS, The City has determined that it is in the best

2277 0466  
SEMIHOLE CO. FL.  
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interest of The City and its citizens to settle the Petition by adoption of this Agreement; and

WHEREAS, The City and WSDJV desire to amend the Tusawilla PUD to reflect the matters set forth within the Agreement.

NOW, THEREFORE, THE CITY OF WINTER SPRINGS, FLORIDA, HEREBY ORDAINS:

SECTION I:

The Agreement between the City of Winter Springs, Florida and Winter Springs Development Joint Venture, a Florida joint venture, attached hereto marked as Attachment "1", is hereby accepted and adopted by the City of Winter Springs, Florida, and made part of this Ordinance as if fully set forth herein.

SECTION II:

The Agreement shall constitute a development order pursuant to Chapter 163, Florida Statutes (1989), as amended, and shall govern the City and the developer accordingly.

SECTION III:

Annexation Ordinance No. 64 is hereby amended pursuant to the terms of the attached Agreement, and any and all approval, master plans, submissions and other similar matters affecting the remaining property of the Tusawilla PUD are hereby automatically amended to conform to and reflect the provisions of the Agreement.

SECTION IV:

Pursuant to Section 20-354(b)(4), Code of Winter Springs, the maximum allowed number of dwelling units per gross residential acre for multi-family dwelling units within the Tusawilla PUD is hereby waived to the extent permitted under the Agreement, upon recommendations from the Planning and Zoning Board.

SECTION V:

Attached to the Agreement as Exhibit "B" is a proposed land use plan of the remaining undeveloped property of Tusawilla PUD. Exhibit "B" of the Agreement is hereby adopted, approved, and certified as the land use plan of the remaining undeveloped

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properties in the Tuscawilla PUD.

SECTION VI:

All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION VII:

If any section, or a portion of a section, or subsection of this ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or to impair the validity, force or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VIII:

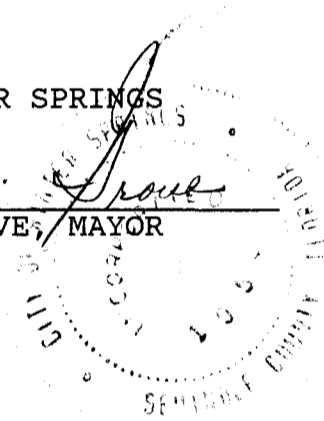
This ordinance shall take effect immediately upon its final passage and adoption.

Passed and adopted this 23rd day of July, 1990.

ATTEST:

Mary T. Foster  
CITY CLERK

CITY OF WINTER SPRINGS  
Leanne M. Grove  
LEANNE M. GROVE, MAYOR



First Reading: May 14, 1990      Second ~~First~~ Reading June 11, 1990  
Posted: May 18, 1990  
Third  
Public Hearing and ~~Second~~ Reading: June 25, 1990

THIS INSTRUMENT WAS PREPARED BY: ATTORNEY FRANK KRUPPENBACHER  
HONIGMAN, MILLER, SCHWARZ & COHN  
390 N. ORANGE AVE., SUITE 1300  
ORLANDO, FLORIDA 32801

2277 0468  
SEMIAANNUAL MEETING  
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129  
16-58

**SETTLEMENT AGREEMENT AND  
AMENDMENT TO ANNEXATION ORDINANCE NO. 64,  
THE TUSCAWILLA PLANNED UNIT DEVELOPMENT,  
MASTER PLAN FOR THE TUSCAWILLA PLANNED UNIT DEVELOPMENT  
AND RELATED MATTERS**

THIS SETTLEMENT AGREEMENT AND AMENDMENT TO ANNEXATION ORDINANCE NO. 64, THE TUSCAWILLA PLANNED UNIT DEVELOPMENT, MASTER PLAN FOR THE TUSCAWILLA PLANNED UNIT DEVELOPMENT AND RELATED MATTERS (the "Agreement"), is made and entered into as of the day of \_\_\_\_\_, 1990, by and between WINTER SPRINGS DEVELOPMENT JOINT VENTURE, a Florida general partnership (hereinafter referred to as "WSDJV"), and THE CITY OF WINTER SPRINGS, FLORIDA, a Florida municipal corporation (hereinafter referred to as the "City").

**W I T N E S S E T H:**

WHEREAS, on October 11, 1971, the Village of North Orlando, Florida, predecessor to the City, adopted Ordinance No. 64 (the "Annexation Ordinance"), which Annexation Ordinance annexed certain property comprising what is commonly known as the Tuscawilla Planned Unit Development (the "Tuscawilla PUD") into the Village of North Orlando, Florida; and

WHEREAS, the Tuscawilla PUD originally consisted of approximately 3,500 acres and was approved for development of 9,747 total dwelling units; and

WHEREAS, the Annexation Ordinance provided for the development of the Tuscawilla PUD based upon an overall development plan and set forth requirements for open space, recreation space and other development matters; and

WHEREAS, subsequent to the Annexation Ordinance, the Tuscawilla PUD was developed in accordance with the approved overall development plan, subject to certain amendments which redesignated uses of several parcels within the Tuscawilla PUD, all of which amendments were in compliance with the overall Tuscawilla PUD concept and approvals in effect, and were effectuated in order to better utilize open space and allocate densities within the Tuscawilla PUD; and

WHEREAS, pursuant to such amendments, the overall density of the Tuscawilla PUD was reduced; and

WHEREAS, the developers of the Tuscawilla PUD have asserted that the Tuscawilla PUD was designed with the concept of a central core (the "Central Core") of commercial property, in the parcel commonly known as Parcel 61, to service the entire Tuscawilla PUD, which Central Core was integral in the design of

RECORDED & VERIFIED

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MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL.

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the overall road system and infrastructure of the entire Tuscawilla PUD; and

WHEREAS, on January 14, 1988, Gulfstream Housing Corp., successor by merger to Winter Springs Development Corporation, entered into a Contract to Sell certain real property to D & M Investments, which property was located in the Central Core, which contract was subsequently assigned by Gulfstream Housing Corp. to WSDJV; and

WHEREAS, the developers of the Tuscawilla PUD have asserted it was intended under the said Contract that the Central Core property be developed with a commercial use; and

WHEREAS, the developers thereafter sought to develop a shopping center within the Central Core; and

WHEREAS, a dispute arose as to the right of the developers of the Tuscawilla PUD to develop a shopping center within the Central Core; and

WHEREAS, the City refused to allow a shopping center development within the Central Core; and

WHEREAS, such denial led a series of discussions and negotiations between WSDJV and the City and ultimately to a series of public hearings to determine vested rights of WSDJV to develop the Central Core with a commercial use; and

WHEREAS, the City Commission ruled on June 19, 1989, that WSDJV did not have vested rights to develop the Central Core as a shopping center; and

WHEREAS, based upon the aforescribed denial, WSDJV filed a Petition for Writ of Certiorari and Amended Petition for Writ of Certiorari in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida (the "Court"), Case No. 89-3589-CA-17-L, Winter Springs Development Joint Venture, a Florida joint venture, through its General Partner, Gulfstream Housing Corp., successor by merger to Winter Springs Development Corporation, Petitioner v. City of Winter Springs, a Florida municipal corporation, Respondent (the "Petition"); and

WHEREAS, in an attempt to resolve the issues surrounding the Petition, WSDJV and the City agreed to a mediation of this matter, approved by the Court, which mediation was held on February 2, 1990; and

WHEREAS, as a method of settlement of the Petition and the issues surrounding the development of the Central Core, WSDJV and the City agreed to review the land uses for the remaining undeveloped properties within the Tuscawilla PUD and amend the

SEMINOLE CO. FL.

Tuscowilla PUD to reallocate land uses and densities in a manner to better utilize open space and allocate densities within the Tuscowilla PUD and in keeping the original approvals granted relative thereto; and

WHEREAS, the property remaining to be developed (which shall not include real property which presently has or is presently being reviewed for site plan approval, plat approval, building permits, or other similar approvals or matters) within the Tuscowilla PUD consists of approximately 366.3 acres (collectively the "Remaining Property") consisting of: approximately 32.3 acres designated as Parcel 14C ("Parcel 14C"), approximately 35.0 acres designated as Parcel 61 ("Parcel 61"), approximately 201.3 acres designated as Parcel 15 ("Parcel 15"), approximately 77.0 acres designated as Parcel 80 ("Parcel 80"), and approximately 20.7 acres designated as the Lake Jessup Property (the "Lake Jessup Property"), which Remaining Property and the aforescribed parcels are described on Composite Exhibit "A" attached hereto and expressly incorporated herein by this reference; and

WHEREAS, pursuant to this Agreement, the total number of residential units and total commercial acreage in the Tuscowilla PUD will be reduced from the original approval; and

WHEREAS, this Agreement is in the best interest of the City and will promote the health, safety and welfare of the citizens of the City; and

WHEREAS, this Agreement does not constitute a substantial deviation pursuant to Section 380.06(19), Florida Statutes (1989), as amended, of the original approval granted to the Tuscowilla PUD; and

WHEREAS, notice of intent to consider this Agreement has been properly published and given; and

WHEREAS, the City has determined that it is in the best interest of the the City and its citizens to settle the Petition by adoption of this Agreement; and

WHEREAS, the City and WSDJV desire to amend the Tuscowilla PUD to reflect the matters set forth herein.

NOW THEREFORE, for and in consideration of settlement of the Petition and other and good and valuable consideration, WSDJV and the City hereby agree as follows:

1. The foregoing recitals are true, correct and accurately reflect the matters affecting the Tuscowilla PUD and the Petition as of the date hereof and such recitals are expressly incorporated herein by this reference.

2. The Remaining Property shall be developed in the following manner:

<u>PARCEL</u>	<u>ACREAGE</u>	<u>LAND USE</u>	<u>UNITS</u>
14C	31.2	Single Family	125
	1.1	Seneca Boulevard	--
61	33.0	Single Family	198
	1.4	Commercial	--
	0.6	Service Road	--
15	67.0	Commercial	--
	104.0	Single Family	416
	25.2	Multi-Family	504
	3.6	Vistawilla Drive	--
	1.5	Fire Station	--
80	74.0	Multi-Family	1,480
	3.0	Tuscora Drive	--
Lake Jessup Property	<u>20.7</u>	Multi-Family	<u>166</u>
TOTAL	366.3		2,889

3. The acreages described within each Parcel are approximate acreages only and shall be finalized at such time as a final survey of each parcel is obtained. Therefore, the legal descriptions set forth on Composite Exhibit "A" are subject to revisions based upon such final surveys and sound land planning techniques, it being the intent of this Agreement that this Agreement be inclusive of all remaining undeveloped real property within the aforescribed parcels within the Tusawilla PUD as of the date hereof; provided, however, no boundary of any such parcel shall be expanded by more than one hundred (100) additional feet.

4. The units set forth herein for the multi-family and single family designations are the maximum allowable units within each such parcel and the acreages set forth herein for the commercial designations are the maximum allowable acreages for commercial property within each such parcel. Notwithstanding the foregoing, WSDJV shall have the right to request minor revisions to such allocations and redistribute units within such parcels to accommodate sound land planning techniques, provided the overall units and commercial acreages on a gross basis do not exceed those set forth above, subject to the applicable provisions of the City Codes.

SEMINOLE CO. FL.

5. The land use designations set forth herein are inclusive of less intensive uses under the City Codes for development of the Remaining Property, subject to the regulations of applicable governmental agencies.

6. Within the land use classifications set forth herein, such classifications shall be inclusive of all permitted uses within such land use under the City Codes and ordinances in effect as of the date hereof; provided, however, commercial shall include those uses set forth on Exhibit "B" attached hereto and expressly incorporated herein.

7. Attached hereto as Exhibit "C" and expressly incorporated herein by this reference is a depiction of the Remaining Property and the land uses associated therewith. Attached hereto as Exhibit "D" and expressly incorporated herein by this reference is a depiction of Parcel 15 and the land uses associated therewith. Exhibits "C" and "D" are intended for reference only as the City and WSDJV acknowledge that the land uses shown thereon are an approximation only as to boundaries and the boundaries of such land uses may vary in order to make better use of the Remaining Property in keeping the terms and provisions of this Agreement; provided, however, no boundary of any such parcel shall be expanded by more than one hundred (100) additional feet. The parties agree that Exhibits "C" and "D" shall collectively constitute the certified map and plan of the Remaining Property in the Tusawilla PUD. Access points and roadways show the number and approximate location of such matters, which location will be finally determined at the time of site plan approval and/or plat approval of the respective property such minor adjustments and revisions shall be permitted, provided such changes shall not result in an increase in the commercial acreage or units on such parcel, except as otherwise permitted herein or by City Codes.

8. WSDJV agrees to dedicate a one and one-half (1.5) usable acre site for a fire station located adjacent to State Road 434 in the residential section of Parcel 15, at the location depicted on Exhibit "C".

9. WSDJV shall be entitled to transportation impact fee and other impact fee credits for the dedication, planning, development and construction of Tuscora Drive and Vistawilla Drive, which road are determined to be collector roads and other public dedications in an amount equal to the impact fee credits permitted under the Transportation Impact Fee Ordinance or other applicable ordinances adopted or to be adopted by the City, for right-of-way, planning, design, development and construction of such roadways.

10. The access points of the Remaining Property along State Road 434 shall be of the number and in the approximate locations

as depicted on Exhibits "C" and "D"; however, said access points shall be subject to Florida Department of Transportation requirements, guidelines and standards.

11. In the event of any conflict between this Agreement and any other ordinance, approval or similar matter regarding the Tuscawilla PUD, this Agreement shall control and govern the rights and obligations of the parties hereto and such approval or similar matter.

12. Any and all approval, master plans, plans, submissions and other similar matters affecting the Remaining Property are hereby automatically amended to conform to and reflect the provisions and intent of this Agreement.

13. Buffering of the Remaining Property shall be subject to the provisions of the applicable City Codes at the time of site plan approval.

14. In order to develop the Remaining Property, WSDJV shall be required to comply with the applicable City Codes, it being the intent of this Agreement that this Agreement constitutes a revision to the approved map and master plan of the Tuscawilla PUD and that in order to develop any portion of the Remaining Property, the remaining approvals necessary consist only of site plan, final development plan or plat approval and preliminary and final engineering approval, as provided by the aforescribed City Codes regarding Planned Unit Developments and specifically Chapter 20, Article IV, Division 2, Part A, which applies to the Remaining Property.

15. WSDJV agrees that the City may, at any time, adopt a special tax district encompassing that portion of the Remaining Property and other property located adjacent to State Road 434 from the eastern boundary line of the City to State Road 419, for improvements and beautification of State Road 434.

16. WSDJV agrees to grant and convey a ten foot (10') easement to the City over and across the southern boundary of Parcel 14C and continuing along the southern boundary of the adjacent real property owned by WSDJV in the City of Oviedo, Florida, to State Road 426, on or before thirty (30) days from the date this Agreement becomes final and is no longer subject to appeal.

17. It is the intent of the parties that although the Petition be dismissed without prejudice, the Court shall retain jurisdiction over this matter and specifically with regard to this Agreement, in order that any disputes hereunder shall be resolved by the Court, pursuant to such proceedings as the Court may deem necessary in order to accomplish the foregoing. Neither party hereto admits to any liability whatsoever with regard to

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the Petition and the subject matter thereof. <sup>SEMINOLE CO, FL</sup> Further, this Agreement is in no way intended to affect the appropriateness or inappropriateness of either parties' position or circumstances with regard to the Petition or the events, circumstances and subject matter thereof. In the event that the Court, at any time, determines not to retain jurisdiction over this matter, the parties hereby expressly waive and agree not to assert the defenses of statute of limitations and laches in any subsequent action related hereto.

18. This Agreement shall inure to the benefit of and be binding upon the City and WSDJV and its or their respective successors and assigns.

19. The rights and obligations of WSDJV hereunder are fully assignable and transferable, including but not limited to, in the event any portion of the Remaining Property is conveyed by WSDJV, and in such event the City shall look solely to such transferee or assignee for the performance of all obligations, covenants, conditions and agreements pursuant to the terms of this Agreement.

20. This Agreement contains the entire agreement of the parties hereto. Any change, modification, or amendment to this Agreement shall not be binding upon any of the parties hereto, unless such change, modification or amendment is by ordinance and in writing and executed by both the City and WSDJV and adopted by the City by ordinance.

21. This Agreement shall be interpreted pursuant to the laws of the State of Florida.

22. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason, and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

23. In the event of any controversy or dispute arising between the City and WSDJV in connection with this Agreement, including without limitation, in any settlement, in any declaratory action, at trial or in any appellate proceeding, the prevailing party shall be entitled to recover any and all costs and expenses associated therewith, in whatsoever nature or form, including without limitation, reasonable attorneys' fees, paralegal fees, legal assistants' fees, expert witness fees and other professional fees and expenses associated therewith.

24. This Agreement and any modification or amendments hereto

may be recorded in the Public Records of Seminole County, Florida; however, failure to record this Agreement or any modification or amendment hereto shall in no way invalidate same.

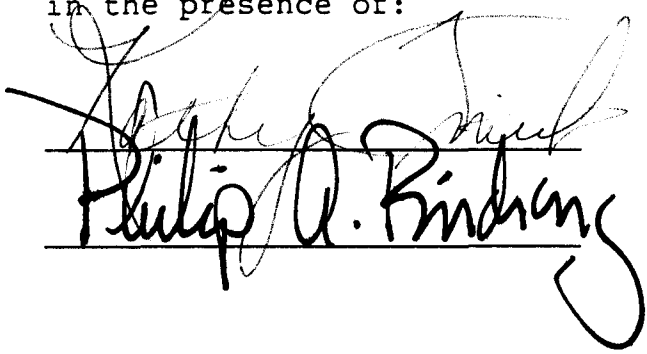
IN WITNESS WHEREOF, the City and WSDJV have executed this Agreement as of the date and year first written above.


"WSDJV"

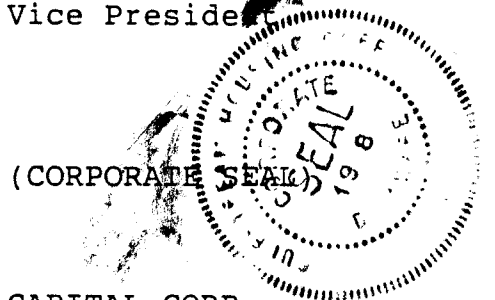
WINTER SPRINGS DEVELOPMENT  
JOINT VENTURE, a Florida  
general partnership

Signed, sealed and delivered  
in the presence of:

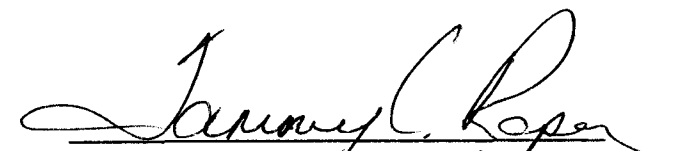
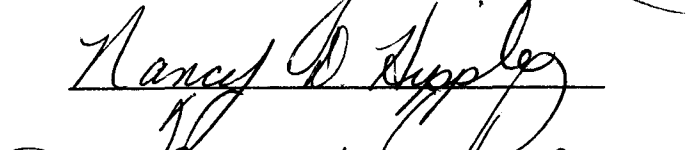
BY: GULFSTREAM HOUSING CORP.,  
a Delaware corporation,  
General Partner

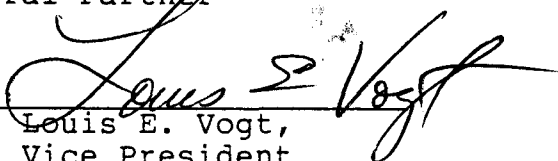
  
Philip A. Rindang

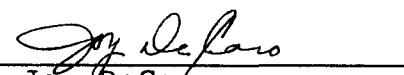
By:   
J. Glenn Marvin III,  
Vice President

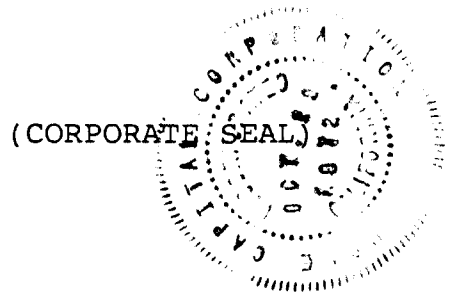


BY: HOME CAPITAL CORP.,  
a California corporation,  
General Partner

  
Nancy D. Supple  
  
Nancy D. Supple

By:   
Louis E. Vogt,  
Vice President

By:   
Joy DeCaro,  
Assistant Secretary





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SEMINOLE CO. FL.

**THE "CITY"**

THE CITY OF WINTER SPRINGS  
FLORIDA, a Florida municipal  
corporation

Attest: Mary T. Norton  
Mary T. Norton,  
City Clerk

By: Leanne M. Grove  
Leanne M. Grove,  
Mayor

2277 0478

SEMINOLE CO. FL.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. GLENN MARVIN, III, as Vice President of GULFSTREAM HOUSING CORP., a Delaware corporation, which corporation is a General Partner of WINTER SPRINGS DEVELOPMENT JOINT VENTURE, a Florida general partnership, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed, on behalf of the partnership.

WITNESS my hand and official seal in the County and State last aforesaid, this 17<sup>th</sup> day of SEPTEMBER, 1990.

*Nancy K. [Signature]*  
Notary Public  
My Commission Expires: SEPTEMBER 1994  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 25, 1994  
BONDED THRU ASHTON AGENCY, INC.

STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LOUIS E. VOGT, as Vice President of HOME CAPITAL CORP., a California corporation, which corporation is a General Partner of WINTER SPRINGS DEVELOPMENT JOINT VENTURE, a Florida general partnership, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed, on behalf of the partnership.

WITNESS my hand and official seal in the County and State last aforesaid, this 14<sup>th</sup> day of September, 1990.

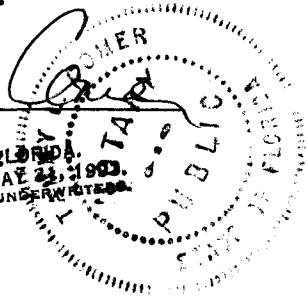
*[Signature]*  
Notary Public  
My Commission Expires: MAY 31, 1992  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 31, 1992  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOY DeCARO, as Assistant Secretary of HOME CAPITAL CORP., a California corporation, which corporation is a General Partner of WINTER SPRINGS DEVELOPMENT JOINT VENTURE, a Florida general partnership, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed, on behalf of the partnership.

WITNESS my hand and official seal in the County and State last aforesaid, this 14th day of September, 1990.

*[Signature]*  
Notary Public  
My Commission Expires May 21, 1993  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAY 21, 1993  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

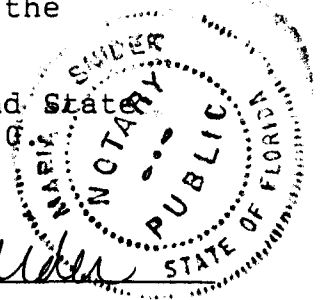


STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LEANNE M. GROVE, as Mayor and attested by MARY T. NORTON, as City Clerk of THE CITY OF WINTER SPRINGS, FLORIDA, a Florida municipal corporation, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed, on behalf of the municipality.

WITNESS my hand and official seal in the County and State last aforesaid, this 14th day of September, 1990.

*[Signature]*  
Notary Public  
My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DECEMBER 05, 1993  
BONDED THRU ASHTON AGENCY, INC.



COMPOSITE EXHIBIT "A"

PARCEL 14C

OFFICIAL RECORDS  
BOOK PAGE

2277 0480

SEMINOLE CO. FL.

DESCRIPTION:

Tracts A, B, D, E and Retention Area C, TUSCAWILLA UNIT 14C, as recorded in Plat Book 36, Pages 11 and 12 of the Public Records of Seminole County, Florida.

LEGIBLE  
FOR MICROGRAPHIC

PARCEL 61PARCEL 1 - DESCRIPTION:

From the centerline of intersection of Winter Springs Boulevard and Northern Way, as shown in plat of Winter Springs Unit Four as recorded Plat Book 18, Pages 6, 7 and 8, Public Records of Seminole County, Florida; run N.86°23'05"E. along the centerline of Winter Springs Boulevard 282.85 feet; thence N.03°36'55"W. 60.00 feet to the point of beginning on the North right-of-way line of Winter Springs Boulevard (120' R/W); thence run S.86°23'05"W. along said North right-of-way line 217.85 feet to the point of curvature of a curve concave North-easterly, and having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve 39.27 feet through a central angle of 90° 00'00" to the point of tangency on the East right-of-way line of Northern Way (80' R/W); thence run N.03°36'55"W, along said East right-of-way line 90.78 feet to the point of curvature of a curve concave Easterly and having a radius of 1893.55 feet; thence run Northerly along the arc of said curve 84.25 feet through a central angle of 02° 32'57" to a point; thence leaving said East right-of-way line, run N.86°23'05"E. 270.83 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 27.83 feet; thence run South-easterly along the arc of said curve 40.44 feet through a central angle of 83°14'41" to the point of tangency; thence run S.10°22'14"E. 173.85 feet to a point on the aforesaid North right-of-way line of Winter Springs Boulevard, said point being on a curve concave North-erly, and having a radius of 1085.92 feet; thence from a tangent bearing of S.82°16'07"W., run Westerly along the arc of said curve and along said Northerly right-of-way line 78.01 feet through a central angle of 04°06'58" to the point of beginning, containing 1.4112± acres.

PARCEL 61

SEMINOLE CO. FL.

DESCRIPTION OF PARCEL 2

From the centerline of intersection of Winter Springs Boulevard and Northern Way as shown in plat of WINTER SPRINGS UNIT FOUR, as recorded in Plat Book 18, Pages 6, 7 & 8, Public records of Seminole County, Florida, run N.86°23'05"E. along the centerline of Winter Springs Boulevard 282.85 feet; thence N.03°36'55"W. 60.00 feet to a point on the North right of way line of said Winter Springs Boulevard, said point being on a curve concave Northerly and having a radius of 1085.92 feet; thence from a tangent bearing of N.86°23'05"E. run Easterly along the arc of said curve and along said Northerly right of way line 78.01 feet through a central angle of 04°06'58" to the point of beginning; thence leaving said Northerly right of way line, run N.10°22'14"W. 173.85 feet to the point of curvature of a curve concave Southwesterly and having a radius of 27.83 feet; thence run Northwesterly along the arc of said curve 40.44 feet through a central angle of 83°14'41" to the point of tangency; thence run S.86°23'05"W. 270.83 feet to a point on the Easterly right of way line of Northern Way (80' R/W) said point being on a curve concave Easterly and having a radius of 1893.55 feet; thence from a tangent bearing of N.01°03'58"W. run Northerly along the arc of said curve and along said Easterly right of way line 50.08 feet through a central angle of 01°30'56" to a point; thence leaving said Easterly right of way line run N.86°23'05"E. 267.96 feet to the point of curvature of a curve concave Southwesterly and having a radius of 77.82 feet; thence run Southeasterly along the arc of said curve 113.07 feet through a central angle of 83°14'41" to the point of tangency; thence run S.10°22'14"E. 175.00 feet to a point on the aforesaid Northerly right of way line of Winter Springs Boulevard, said point being on a curve concave Northerly and having a radius of 1085.92 feet; thence from a tangent bearing of S.79°37'46"W. run Westerly along the arc of said curve and along said Northerly right of way line 50.02 feet through a central angle of 02°38'21" to the point of beginning, containing therein 0.5978 acres more or less.

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SEMINOLE CO. FL.

PARCEL 61DESCRIPTION - PARCEL "A"

From the centerline intersection of Winter Springs Boulevard and Northern Way, as shown on the plat of Winter Springs Unit 4, recorded in Plat Book 18, Pages 6, 7 and 8, Public Records of Seminole County, Florida; run N.03°36'55"W. along the centerline of Northern Way 175.78 feet; thence N.86°23'05"E. 40.00 feet to a point on the East right-of-way line of Northern Way, said point being the point of curvature of a curve concave Easterly and having a radius of 1893.55 feet; run thence Northerly along said right-of-way line and along the arc of said curve 309.34 feet through a central angle of 09°21'36" to the point of beginning; thence continue Northerly along the arc of said curve 453.33 feet through a central angle of 13°43'01"; thence run S.70°32'18"E. 151.81 feet; thence N.26°12'27"E. 283.35 feet to the South line of a 110 foot wide Florida Power and Light Company Easement; thence N.54°05'37"W. along said South line 168.00 feet to said East right-of-way line of Northern Way; thence N.25°22'55"E. along said East right-of-way line 126.74 feet to the point of curvature of a curve concave Southeasterly and having a radius of 410.00 feet; run thence Northeasterly along the arc of said curve 430.83 feet through a central angle of 60°12'23" to the point of reverse curvature of a curve concave Northwesterly and having a radius of 298.47 feet; run thence Northeasterly 177.65 feet along the arc of said curve through a central angle of 34°06'09" to the South line of 100 foot wide Florida Power Corporation Easement; thence S.85°10'12"E. along said South line 904.73 feet; thence S.27°45'05"E. 179.07 feet to the Northerly right-of-way line of Winter Springs Boulevard, said right-of-way line being on a curve concave Southeasterly and having a radius of 1215.18 feet; thence from a tangent bearing of S.62°14'55"W. run Southwesterly along said right-of-way line and along the arc of said curve 737.53 feet through a central angle of 34°46'29" to the point of tangency; thence S.27°28'26"W. 261.56 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1085.92 feet; run thence Southwesterly along the arc of said curve 968.49 feet; thence N.10°22'19"W. 50.00 feet to the beginning of a curve concave Northwesterly and having a radius of 1035.92 feet; thence from a tangent bearing of N.79°37'46"E. run Northeasterly along the arc of said curve 170.78 feet through a central angle of 09°26'44"; thence N.19°48'50"W. 315.30 feet; thence N.89°32'31"W. 419.75 feet to the Point Of Beginning, containing therein 32.99791 acres.

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## DESCRIPTION:

That part of the MAP OF THE PHILLIP R. YOUNGE GRANT, as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County and that part of Sections 5 and 8, Township 21 South, Range 31 East, Seminole County, Florida, being described as follows:

Begin at the Northeast corner of said Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8, for a distance of 205.56 feet to the Point of Intersection of the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W) with the Easterly Right-of-Way line of the Black Hammock Branch of Seaboard Coast line Railroad, said Point of Intersection being a point on a curve concave Northeasterly having a radius of 799.85 feet and a chord bearing of N 49°02'35" W; thence run Northwesterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 08°11'08" for a distance of 114.27 feet to a point on a curve concave Northeasterly having a radius of 651.23 feet and a chord bearing of N 20°36'17" W; thence run along the arc of said curve and said Easterly Right-of-Way line through a central angle of 54°35'00" for a distance of 620.40 feet; thence run N 06°21'38" E along said Easterly Right-of-Way line for a 1540.55 feet; thence leaving said Easterly Right-of-Way line run S 89°32'22" E along the South Right-of-Way line of State Road No. 434 (60' R/W) for a distance of 131.05 feet; thence run S 00°11'57" W along the East line of the Southeast 1/4 of Section 5, Township 21 South, Range 31 East for a distance of 1958.31 feet to the POINT OF BEGINNING.

## TOGETHER WITH:

Commence at the Northeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency;



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 thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 96.48 feet to the Easterly Right-of-Way line of Proposed Vistawilla Drive and a point on a curve concave Southeasterly having a radius of 460.00 feet and a chord bearing of N 44°53'28" E; thence run Northeasterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 69°00'18" for a distance of 554.01 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 790.00 feet and a chord bearing of N 44°50'50" E; thence run Northeasterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 69°05'33" for a distance of 952.65 feet to the POINT OF BEGINNING: thence continue Northerly along said Easterly Right-of-Way line and said curve having a radius of 790.00 feet and a chord bearing of N 05°22'51" E through a central angle of 09°50'25" for a distance of 135.68 feet to a point of non-tangency; thence run N 06°10'16" E along said Easterly Right-of-Way line for a distance of 100.50 feet; thence run N 00°27'38" E along said Easterly Right-of-Way line for a distance of 214.99 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet; thence run S 89°32'22" E along a line that is 25.00 feet South of and parallel with the South Right-of-Way line of State Road 434 for a distance of 404.53 feet; thence run N 00°27'38" E for a distance of 25.00 feet to said South Right-of-Way line; thence run S 89°32'22" E along said South Right-of-Way line for a distance of 639.86 feet to the West Right-of-Way line of the Black Hammock Branch of the Seaboard Coast Line Railroad; thence run S 06°21'38" W along said West Right-of-Way line for a distance of 502.66 feet; thence leaving said West Right-of-Way line run N 89°32'22" W for a distance of 1039.34 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Commence at the Northeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a

point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 178.11 to the Westerly Right-of-Way line of Proposed Vistawilla Drive; thence run N 10°23'19" E along said Westerly Right-of-Way line for a distance of 16.23 feet to the point of curvature of a curve concave Southeasterly having a radius of 540.00 feet; thence run along the arc of said curve and said Westerly Right-of-Way line through a central angle of 69°00'18" for a distance of 650.36 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of N 71°54'55" E; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 14°57'22" for a distance of 185.33 feet to the POINT OF BEGINNING; thence leaving said Westerly Right-of-Way line run N 30°22'39" W along a non-radial line for a distance of 356.04 feet; thence run N 89°52'39" W for a distance of 2250.00 feet; thence run N 00°07'21" E for a distance of 100.00 feet; thence run N 47°03'59" E for a distance of 292.95 feet; thence run N 00°07'21" E for a distance of 400.00 feet to the South Right-of-Way line of State Road No. 434 (60' R/W); thence run S 89°52'39" E along said South Right-of-Way line for a distance of 1580.00 feet; thence run S 89°32'22" E along said South Right-of-Way line for a distance of 611.08 feet; thence leaving said South Right-of-Way line run S 00°27'38" W for a distance of 25.00 feet; thence run S 89°32'22" E along a line 25.00 feet South of and parallel with said South Right-of-Way line for a distance of 395.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet; thence run S 00°27'38" W along the Westerly Right-of-Way line of Proposed Vistawilla Drive for a distance of 214.99 feet; thence run S 05°15'00" E along said Westerly Right-of-Way line for a distance of 100.50 feet to a point on a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of S 32°26'56" W; thence run Southwesterly along the arc of said curve and said Right-of-Way line through a central angle of 63°58'36" for a distance of 792.79 feet to the POINT OF BEGINNING.

Together containing a total of 66.968 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

## DESCRIPTION:

That part of the MAP OF THE PHILLIP R. YONGE GRANT, as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County and that part of Section 5, Township 21 South, Range 31 East, Seminole County, Florida, being described as follows:

Commence at the Northeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 162.82 feet to the POINT OF BEGINNING; thence continue N 79°18'14" W along said Northerly Right-of-Way line for a distance of 528.44 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 96.48 feet to the Easterly Right-of-Way line of Proposed Vistawilla Drive and a point on a curve concave Southeasterly having a radius of 460.00 feet and a chord bearing of N 44°53'28" E; thence run Northeasterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 69°00'18" for a distance of 554.01 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 790.00 feet and a chord bearing of N 44°50'50" E; thence run Northeasterly along the arc of said curve and said Easterly Right-of-Way line through a central angle of 69°05'33" for a distance of 952.65 to a point of non-tangency; thence leaving said Easterly Right-of-Way line run S 89°32'22" E along a non-radial line for a distance of 1039.34 feet to the Westerly Right-of-Way line of the Black Hammock Branch of the Seaboard Coastline Railroad; thence run S 06°21'38" W along said Westerly Right-of-Way line for a distance of 525.90 feet to the point of curvature of a curve concave Westerly having a radius of 552.67 feet and a chord bearing of S 12°32'48" W; thence run Southwesterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 12°22'20" for a distance of 119.34 feet to a point on a curve concave Northwesterly

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having a radius of 656.13 feet and a chord bearing of S 51°12'30" W; thence run Southwesterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 77°02'04" for a distance of 882.17 feet to a point on a curve concave Northerly having a radius of 799.85 feet and a chord bearing of N 85°21'14" W; thence run Northwesterly along the arc of said curve and said Westerly Right-of-Way line and along the arc of said curve through a central angle of 12°05'59" for a distance of 168.91 feet to the Point of Intersection of said Westerly Right-of-Way line with the Northerly Right-of-Way line of said Lake Charm Branch of the Seaboard Coastline Railroad Right-of-Way and the POINT OF BEGINNING.

## TOGETHER WITH:

Commence at the Northeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida; thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 178.11 feet to the Westerly Right-of-Way line of Proposed Vistawilla Drive and the POINT OF BEGINNING; thence run N 10°23'19" E along said Westerly Right-of-Way line for a distance of 16.23 feet to the point of curvature of a curve concave Southeasterly having a radius of 540.00 feet; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 69°00'18" for a distance of 650.36 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of N 71°54'55" E; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 14°57'22" for a distance of 185.33 feet; thence leaving said Westerly Right-of-Way line run N 30°22'39" W along a non-radial line for a distance of 356.04 feet; thence run N 89°52'39" W for a distance of 3675 feet more

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BOOK  
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or less to the centerline of Howell Creek; thence run Southerly along the centerline of Howell Creek for a distance of 1050 feet more or less to the Northerly Right-of-Way line of Lake Charm Branch of the Seaboard Coastline Railroad; thence run N 88°55'08" E along said Right-of-Way line for a distance of 3153 feet more or less to the POINT OF BEGINNING.

Together containing a total of 104.0 acres more or less and being subject to any right-of-way, restrictions and easements of record.

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SEMIHOLE CO. FL.

## DESCRIPTION:

That part of the MAP OF THE PHILLIP R. YONGE GRANT, as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County, Florida, being described as follows:

Commence at the Southeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 178.11 feet to the Westerly Right-of-Way line of Vistawilla Drive; thence run N 10°23'19" E along said Westerly Right-of-Way line for a distance of 16.23 feet to the point of curvature of a curve concave Southeasterly having a radius of 540.00 feet; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 69°00'18" for a distance of 650.36 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of N 71°54'55" E; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 14°57'22" for a distance of 185.33 feet; thence leaving said Westerly Right-of-Way line run N 30°22'39" W along a non-radial line for a distance of 356.04 feet; thence run N 89°52'39" W for a distance of 2250.00 feet to the POINT OF BEGINNING; thence run N 00°07'21" E for a distance of 100.00 feet; thence run N 47°03'59" E for a distance of 292.95 feet; thence run N 00°07'21" E for a distance of 190.00 feet; thence run N 89°52'39" W for a distance of 311.14 feet; thence run N 00°07'21" E for a distance of 210.00 feet to the South Right-of-Way line of State Road No. 434 (60' R/W); thence run N 89°52'39" W along said South Right-of-Way line for a distance of 522.20 feet; thence run S 89°32'14" W along said South Right-of-Way line for a distance of 850 feet more or less to the centerline of with Howell Creek; thence run

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Southerly along the centerline of Howell Creek for a distance of 950 feet more or less to a point in said centerline of Howell Creek lying N 89°52'39" W a distance of 1425 feet more or less from the POINT OF BEGINNING; thence run S 89°52'39" E for a distance of 1425 feet more or less to the POINT OF BEGINNING.

Containing 25.2 acres more or less and being subject to any right-of-way, restrictions and easements of record.

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SEMIWOLE CO. FL.

## DESCRIPTION:

That part of the MAP OF THE PHILLIP R. YONGE GRANT, as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County, Florida, being described as follows:

Commence at the Southeast corner of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, thence run S 00°24'55" E along the East line of the Northeast 1/4 of said Section 8 for a distance of 205.56 feet to the Northerly Right-of-Way line of the Lake Charm Branch of the Seaboard Coast Line Railroad (100' R/W); thence run N 54°34'57" W along said Northerly Right-of-Way line for a distance of 293.14 feet to a point on a curve concave Southwesterly having a radius of 1959.19 feet and a chord bearing of N 66°56'09" W; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 24°44'10" for a distance of 845.83 feet to the point of tangency; thence run N 79°18'14" W along said Northerly Right-of-Way line for a distance of 691.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 2612.09 feet; thence run Northwesterly along the arc of said curve and said Northerly Right-of-Way line through a central angle of 11°46'38" for a distance of 536.92 feet to the point of tangency; thence run S 88°55'08" W along said Northerly Right-of-Way line for a distance of 178.11 feet to the Westerly Right-of-Way line of Proposed Vistawilla Drive; thence run N 10°23'19" E along said Westerly Right-of-Way line for a distance of 16.23 feet to the point of curvature of a curve concave Southeasterly having a radius of 540.00 feet; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 69°00'18" for a distance of 650.36 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 710.00 feet and a chord bearing of N 71°54'55" E; thence run Northeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 14°57'22" for a distance of 185.33 feet; thence leaving said Westerly Right-of-Way line run N 30°22'39" W along a non-radial line for a distance of 356.04 feet; thence run N 89°52'39" W for a distance of 2250.00 feet; thence run N 00°07'21" E for a distance of 100.00 feet; thence run N 47°03'59" E for a distance of 292.95 feet; thence run N 00°07'21" E for a distance of 190.00 feet to the POINT OF BEGINNING; thence continue N 00°07'21" E for a distance of 210.00 feet; thence run N 89°52'39" W along the South Right-of-Way line of State Road 434 (60' R/W) for a distance of 311.14 feet; thence run S 00°07'21" W for a distance of 210.00 feet; thence run S 89°52'39" E for a distance of 311.14 feet to the POINT OF BEGINNING.

Containing 1.500 acres more or less and being subject to any rights-of-way, restrictions and easements of record.



PARCELS 15 and 80

(Combined)

DESCRIPTION:

All that part of the Map of the Phillip R. Yonge Grant as recorded in Plat Book 1, Pages 35 through 38 of the Public Records of Seminole County, Florida and a portion of the Southeast 1/4 of Section 5 and a portion of the Northeast 1/4 of Section 8, Township 21 South, Range 31 East, Seminole County, Florida, lying South of S.R. 434, (old S.R. 419); North of the Lake Charm Branch of the Seaboard Coast Line Railroad and East of GARDENA FARMS, TOWN SITES as recorded in Plat Book 6, Page 39 of the Public Records of Seminole County, Florida, less Right-Of-Way for Black Hammock Branch of the S.C.L. Railroad.

All together containing 278.322 acres more or less.

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LAKE JESSUP PROPERTY

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*DESCRIPTION*

Lots 1 and 2, Block A, D.R. MITCHELL'S SURVEY OF THE LEVY GRANT according to the plat recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida.

Containing 20.7 acres more or less.

EXHIBIT "B"

PERMITTED COMMERCIAL USES

1. The following uses are permitted in the Tuscawilla PUD:
  - a. Administrative public buildings;
  - b. Advertising agencies;
  - c. Alcoholic beverage sales (package);
  - d. Alcoholic beverage, on-premises consumption, provided food is also served;
  - e. Alterations and tailoring, shops and services;
  - f. Antique and gift shop;
  - g. Appliances, sales and service;
  - h. Artists' studios;
  - i. Attorneys;
  - j. Automotive accessories sales;
  - k. Bakery, retail;
  - l. Bathroom accessories;
  - m. Bicycles, sales and service;
  - n. Bookstores, stationery, newsstands;
  - o. Bookkeepers;
  - p. Bowling alleys, provided either (i) no building may be located nearer than two hundred fifty (250) feet to any residential property line or (ii) the proposed developer shall provide reasonable evidence that noise emanating from inside such building cannot be heard from residential property within the Tuscawilla PUD;
  - q. Butcher shop, retail only;
  - r. Carpets, rugs and linoleum;
  - s. Car wash, automated and enclosed, similar to Shiners and those associated with gasoline service stations;
  - t. Churches;
  - u. Cleaners;
  - v. Coin dealers;
  - w. Computers, hardware and software sales and service;
  - x. Confectionary and ice cream stores;
  - y. Convenience stores and markets, including those which sell gasoline, provided gasoline pumps shall not be located within two hundred fifty (250) feet of any residential property line;
  - z. Dance and music studios;
  - aa. Day nurseries, kindergartens and day care;
  - ab. Drug and sundry stores;
  - ac. Employment agencies;
  - ad. Financial institutions, banks, savings and loan;
  - ae. Florist and gift shops;
  - af. Full and self service gas stations (major oil companies), including those providing mechanical repair service, car washes and convenience stores, provided these are located adjacent to State Road 434 and no gasoline tanks are located within two hundred fifty (250) feet of any residential property line;

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- ag. Furniture, retail;
- ah. Grocers, retail; those whose business include and are limited to the retail sale of groceries including produce, meats and household goods, but shall not include the sale of gasoline;
- ai. Hardware stores;
- aj. Health food;
- ak. Hobby and craft shops;
- al. Hospitals and nursing homes;
- am. Ice, retail, when associated with another permitted use;
- an. Insurance;
- ao. Interior decorating and draperies;
- ap. Jewelry stores;
- aq. Libraries;
- ar. Loan companies;
- as. Locksmiths;
- at. Luggage shops;
- au. Medical clinics and laboratories;
- av. Outdoor advertising signs sales offices;
- aw. Paint store;
- ax. Parking garages when associated with another permitted use;
- ay. Pets shops and grooming;
- az. Photographic studios;
- ba. Physical fitness and health clubs;
- bb. Post office;
- bc. Private clubs and lodges;
- bd. Quick printers;
- be. Radio and TV broadcasting studios, excluding towers;
- bf. Radio, TV, video and stereo sales and service;
- bg. Rental shops;
- bh. Regulated professions, offices and professions licensed and regulated by the department of professional regulation pursuant to F.S. Ch. 455 and F.S. §20.80, as now existing or as hereafter amended;
- bi. Restaurants;
- bj. Schools, public, private and parochial, service vocational schools (such as cosmetology, medical and dental assistant's training) requiring no mechanical equipment;
- bk. Shoe repair shops;
- bl. Skating rinks, provided either (i) no building may be located nearer than two hundred fifty (250) feet from any residential property line or (ii) the proposed developer shall provide reasonable evidence that noise emanating from inside such building cannot be heard from residential property within the Tuscawilla PUD;
- bm. Sporting goods, retail, such as Sports Unlimited, Sports Authority, Oshman's, Robby's and specialty sporting goods stores;
- bn. Swimming pools; sales, service and supplies and

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BOOK PAGE

- contractors associated therewith;
- bo. Taxidermists;
- bp. Telephone business office and exchanges;
- bq. Theaters, not drive-ins;
- br. Title companies;
- bs. Tobacco shops;
- bt. Toy stores;
- bu. Travel agencies;
- bv. Wearing apparel stores;
- bw. Hairstylist, barber shops, beauty shops;
- bx. Musical instruments, sales and service;
- by. Record stores, music stores;
- bz. Optical services and sales;
- ca. Camera shops, Photographic stores, Photo developers;
- cb. Party supplies and services;
- cc. Doctors, Dentists;
- cd. Department stores and clothing stores, such as Burdines, Iveys, Jordan Marsh, Ross, Marshalls, K-Mart, Wal-Mart, Target, Service Merchandise;
- ce. Fast food restaurants, including drive-through services;
- cf. Specialty groceries and foods, such as Petty's, Barney's, delicatessens;
- cg. Office buildings and office parks, general;
- ch. New car dealerships and customary associated services;
- ci. Tire stores and services customarily associated therewith, such as Firestone, Goodyear, Allied Discount Tires, Sears, K-Mart;
- cj. Automotive services, specialized such as oil change and tune up centers;
- ck. Boat sales and services (new), including customarily associated services;
- cl. Retail sales: Building and Plumbing supplies, including those associated with hardware stores, such as Tru-Value, Ace, Scotty's, Handy Dan's, Builders Square, Home Depot, etc.;
- cm. Cabinet sales, retail;
- cn. Cold storage and frozen food lockers when used in conjunction with a primary use such as grocery, restaurant and similar uses;
- co. Manufacturing and assembly of scientific and optical precision instruments;
- cp. New recreational vehicle dealerships and customarily associated services uses;
- cq. Roofing, retail sales, when associated with another permitted use;
- cr. Mini-Warehouses and storage;

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OFFICIAL RECORDS  
BOOK PAGE

- cs. Pest control and exterminating services, offices, no chemical storage;
  - ct. Nursery products and supplies, plants, trees and associated uses, including stores such as Frank's Nursery, White Rose, etc., not including manufacturing and wholesale distribution of bulk materials;
  - cu. Home improvement stores such as Scotty's, Builder's Square, Home Depot; and
  - cv. Video stores, sales and rentals.
2. The parties agree that intended uses hereunder include those normally associated with retail commercial areas and shopping centers. It is the intent of the parties that this list is not all inclusive of permitted Commercial uses, provided that additional Commercial uses shall be subject to the approval of the City Commission. The uses hereunder may be free-standing or part of an attached shopping center.

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BOOK PAGE

Lake Jessup

LAKE JESSUP PROPERTY

LAND USE

-  SINGLE FAMILY
-  MULTI FAMILY
-  COMMERCIAL
-  ROAD R.O.W.

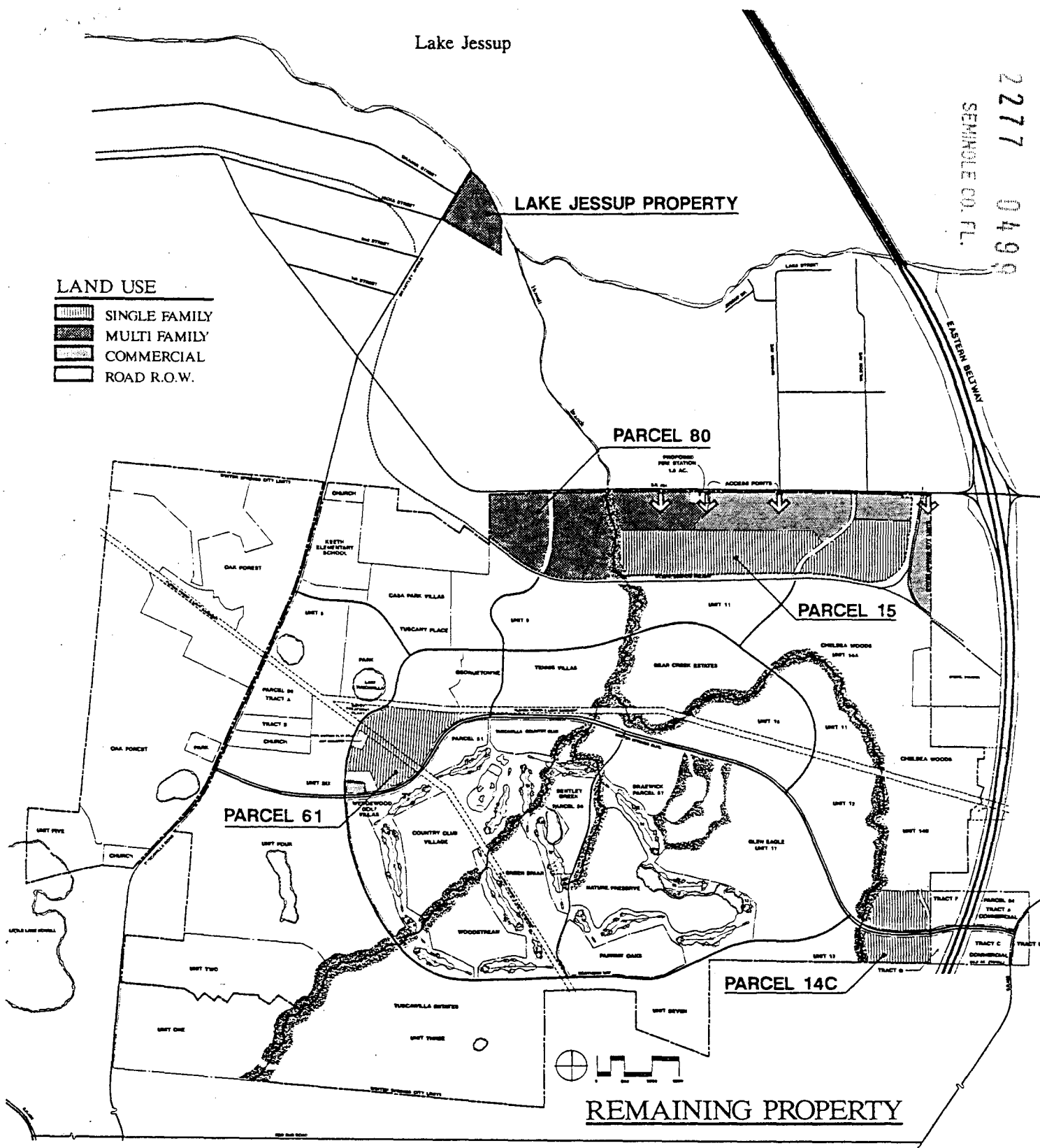
PARCEL 80

PARCEL 15

PARCEL 61

PARCEL 14C

REMAINING PROPERTY



**TUSCAWILLA P.U.D.**  
 PREPARED FOR:  
 WINTER SPRINGS DEVELOPMENT JOINT VENTURE



PARCEL 1

2277

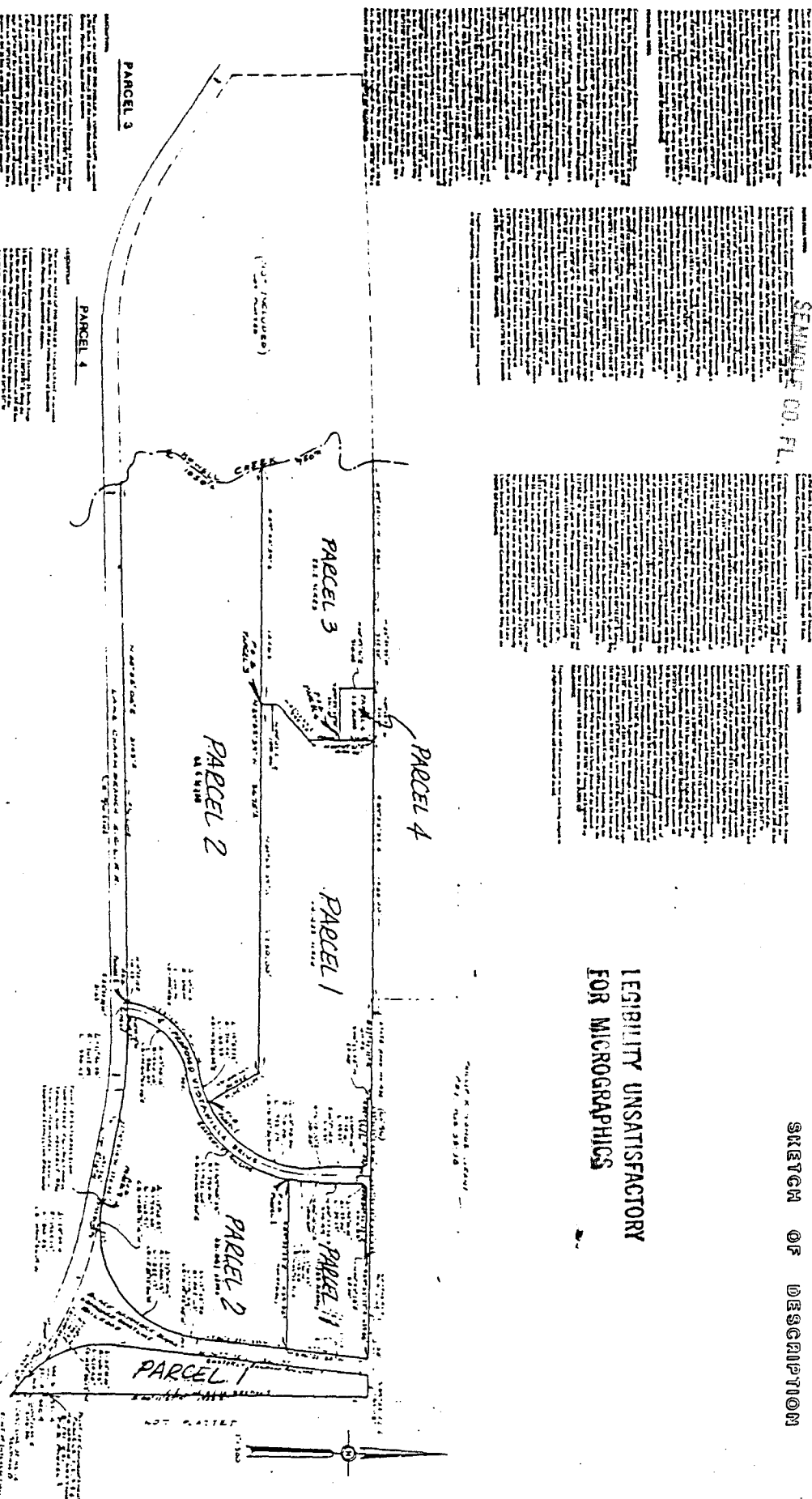
0584

PARCEL 2

SEWARD CO. FL.

SKETCH OF DESCRIPTION

LEGIBILITY UNSATISFACTORY  
FOR MICROGRAPHS



PARCEL 3

PARCEL 4

(NOT INCLUDED)

PARCEL 3

PARCEL 2

PARCEL 1

PARCEL 4

PARCEL 2

PARCEL 1


PARCEL 2

PARCEL 1

PARCEL 1

LEGIBILITY UNSATISFACTORY FOR MICROGRAPHS

THIS IS THE BEST AVAILABLE COPY OF THE ORIGINAL SURVEY DRAWING AS SUBMITTED TO THE PUBLIC RECORDS OFFICE OF SEWARD COUNTY, FLORIDA, ON 05/28/84. THE ORIGINAL SURVEY DRAWING IS ON FILE IN THE PUBLIC RECORDS OFFICE OF SEWARD COUNTY, FLORIDA, UNDER BOOK 2277, PAGE 0584.

DRAWING NO.	PREPARED FOR	 <b>DONALD W. MCINTOSH ASSOCIATES, INC.</b> ENGINEERS PLANNERS SURVEYORS 2200 PALM AVENUE NORTH, WEST PALM BEACH, FLORIDA 33411 (305) 837-1111	DATE	BY	SCALE	REVISIONS
C570-394	GULFSTREAM ORLANDO		DATE	BY	SCALE	REVISIONS
SHEET	SECTION 8&9-21-31 T1MC 16 BEEHOLE CO	DATE	BY	SCALE	REVISIONS	
1 of 1						





November 6, 2019

**Exhibit 7**

Bryant Smith, PE  
Public Works Director  
City of Winter Springs  
1126 East State Road 434  
Winter Springs, FL 32708  
Re: The Studios Trip Generation

Dear Bryant:

The following is the net new trip generation summary for the existing and proposed uses for the Studios. This table also includes other potential uses that could be allowed under the proposed PUD.

DA USE #	Land use combinations:		Size (ksf)	AM Peak Hour			PM Peak Hour			Daily Total
	Code	Use		Enter	Exit	Total	Enter	Exit	Total	
1	<b>Existing PUD designation</b> 712 Small Office		11.8	19	4	23	9	20	29	199
2	<b>Current Proposed PUD uses</b> * Student Studios		7.8	0	0	0	23	22	45	136
7	936 Coffee/donut shop***		1	7	6	13	23	23	46	83
1	712 Small Office		3	5	1	6	2	5	7	49
	<b>Total</b>		<b>11.8</b>	<b>12</b>	<b>7</b>	<b>19</b>	<b>48</b>	<b>50</b>	<b>98</b>	<b>268</b>
	<b>Other Types of uses:</b>									
4,5	918 Services (Hair Salon), Cleaners, etc.		1.2	1	0	1	0	2	2	n/a
3	n/a** Personal Training Studio		1.2							
6	n/a** Ice Cream		1							
	<b>LIMITED RETAIL USES: Limited to a MAX of 3,000 sf combined from the below uses</b>									
8a,b, and c	820 RETAIL TOTAL (3 ksf)*** Florist, Bicycle, Book, Jewelry, Health Food, Clothing Boutique**		3	2	1	3	5	6	11	45

\* Data taken from a study performed in Lake County for the Lake County Impact Fee Report. \*\*Specific data for many uses are not included in the ITE Trip Generation Report and are generally considered under retail uses as a part of a larger retail center. \*\*\*Trips reflect net new trips after reduction for pass-by trips drawn from the adjacent roadway stream.



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PatriciaTice@CREWSLLC.com

www.CREWSLLC.com

Several of the proposed uses typically have high trip generation rates at the driveways but pull the vast majority of their trips from the adjacent traffic stream. The adjacent roadway has relatively low traffic volumes in comparison to other roadways of that typic, but more than adequate volume to supply the expected number of pass-by trips. Although the trip generation projected by ITE appears higher for the proposed PUD than the existing office use, it is my professional opinion that due to the project's location away from major thoroughfares and the local nature of the area, the project's actual new trip generation is not likely to be higher. This is anticipated to be a local land use and therefore is going to draw trips locally and have only minimal impact on the roadway network.

Sincerely,

Patricia C. Tice, PE, AICP, LEED AP

cc: Louis Chaves, Marla Molina, Becky Wilson



Architects  
Environmental  
M/E/P  
Surveyors

Engineers  
Landscape Architects  
Planners  
Transportation/Traffic

5601 Mariner Street  
Suite 105  
Tampa, FL 33609  
Phone: 813.288.0233  
Fax: 813.288.0433

# Memo

**Date:** November 19, 2019  
**To:** Christopher Schmidt  
**Organization:** City of Winter Springs  
**From:** Sandra Gorman, PE  
**Re:** The Studios Trip Generation Review  
CREWS, LLC

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As requested, CPH has reviewed the supplemental trip generation provided for The Studios on November 18, 2019 and have no further comments. We concur with the trip generation calculations as presented based upon guidance provided by the City.

If you have any questions concerning the trip generation review, or would like to discuss these items in more detail, please do not hesitate to contact me.