

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adoption of a Resolution Accepting a Warranty Deed from Colonial Realty Limited Partnership to Seminole County for Property Necessary for the State Road 417 / International Parkway Ramp Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Jerry McCollum

EXT: 5651

MOTION/RECOMMENDATION:

Adopt a Resolution accepting a Warranty Deed (Colonial Realty Limited Partnership to Seminole County) for property necessary for the State Road 417/International Parkway Ramp Project.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

The attached Warranty Deed transfers ownership of the property described as Parcel Number 101.1, Section No. 77470, to Seminole County. This property is necessary for the State Road 417 / International Parkway Ramp Project that is being managed by the Florida Department of Transportation (FDOT). The conveyance of this property by Colonial Properties was a stipulation in the Agreement Between Seminole County, Colonial Realty Limited Partnership and the City of Lake Mary Related to Colonial Center Heathrow, dated June 27, 2006, and recorded in Book 340, Pages 1175 through 1193 (copy attached).

STAFF RECOMMENDATION:

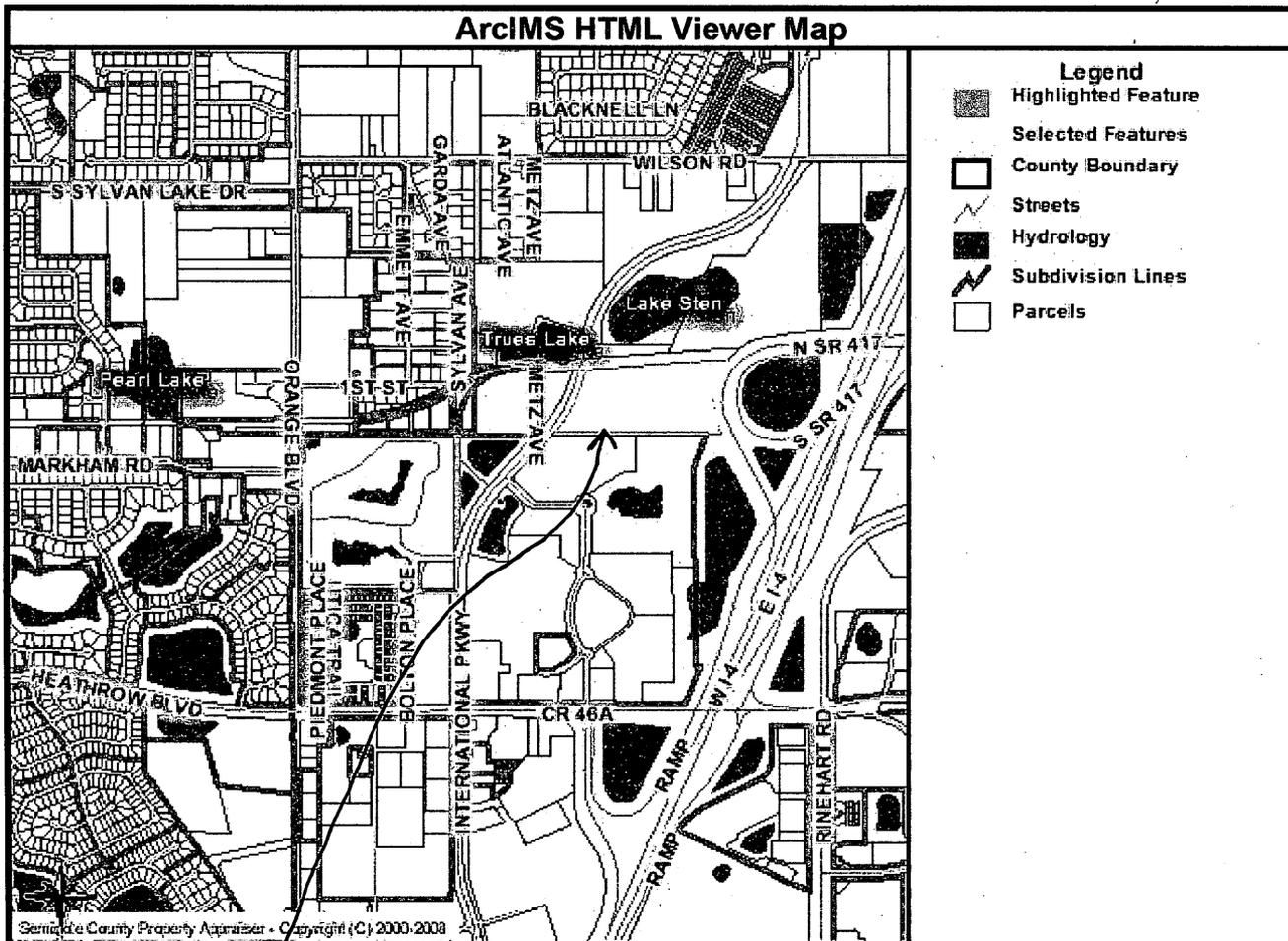
Staff recommends the Board adopt the Resolution accepting a Warranty Deed (Colonial Realty Limited Partnership to Seminole County) for property necessary for the State Road 417 / International Parkway Ramp Project.

ATTACHMENTS:

1. Location Map
2. Resolution - Warranty Deed - SR 417-Colonial Realty
3. Warranty Deed - SR 417-Colonial Realty
4. Agreement Between Seminole County, Colonial Realty Ltd Partnership and City of Lake Mary related to Colonial Center Heathrow

<p>Additionally Reviewed By:</p> <p>■ County Attorney Review (Matthew Minter)</p>
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Location Map



#	Parcel	Owner	Add1	Add2	City	State	Zip
1	"31193030000100000"	"COLONIAL REALTY LP"		2101 6TH AVE N STE 900	BIRMINGHAM	AL	35203

Subject Parcel

RESOLUTION NO. 2010-R_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE _____ DAY OF _____, 2010.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 417, Section No. 77470, F.P. No. 415587-1, in Seminole County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Colonial Realty Limited Partnership be acquired by Seminole County; and

WHEREAS, the necessary lands are identified by the Florida Department of Transportation as Parcel Number 101.1, Section No. 77470; and

WHEREAS, pursuant to that certain attached Agreement between Colonial Realty Limited Partnership and Seminole County, recorded in the Board of County Commission Records Book 340, Page 1175 it is necessary to transfer fee simple ownership in the above parcel to the county; and

WHEREAS, Colonial Realty Limited Partnership has indicated their willingness to convey fee simple ownership of the above parcel to Seminole County, as evidenced by the executed Warranty Deed accompanying this resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the above referenced deed executed by the above property owner conveying all right, title and interests in and to said lands identified as Parcel Number 101.1.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided by the Clerk for Board of County Commissioners to the Tax Collector

BE IT FURTHER RESOLVED that the aforementioned Deed be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____, 2010.

Attest:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

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

Bob Dallari, Chairman

Prepared under the direction of:
Charles F. Barcus, Program Manager II/Right-of-Way
October 29, 2009

01-GWD06-08/01

November 26, 2008

This instrument prepared by

LORETTA A. WILLMITCH

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 101.1

SECTION 77470

F.P. NO. 415587-1

STATE ROAD 417

COUNTY SEMINOLE

WARRANTY DEED

THIS WARRANTY DEED Made the _____ day of _____, _____, by COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware limited partnership, grantor, to the SEMINOLE COUNTY, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Seminole County, Florida, viz:

**PARCEL NO. 101
LIMITED ACCESS RIGHT-OF-WAY**

**SECTION 77470
FP No. 415587-1**

THAT PART OF:

That portion of the Northeast ¼ of Section 31, Township 19 South, Range 30 East, Seminole County, Florida lying South of the former SCL Railroad Right of Way, West of State Road No. 400 (I-4) and East of International Parkway.

Being a portion of the lands described in Official Records Book 5600, Page 1667 of the Public Records of Seminole County, Florida.

DESCRIBED AS FOLLOWS:

Commence at a 5/8 inch Iron Rod without identification marking the Southwest corner of the Northeast ¼ of Section 31, Township 19 South, Range 30 East, Seminole County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 417, Section 77470, F.P No. 415587-1 on file at the Florida Department of Transportation District Five Office, Survey and Mapping Section, DeLand, Florida; thence North 89°36'00" East along the South line thereof a distance of 141.24 feet to a point on the existing East right of way line for International Parkway, as shown on said Right of Way Map, said point being on a non-tangent curve concave Northwesterly, having a radius of 1502.39 feet; thence departing said South line, from a tangent bearing of North 39°34'39" East run Northeasterly 447.65 feet, along said East right of way and along the arc of said curve with a chord bearing of North 31°02'30" East through a central angle of 17°04'18" for the Point of Beginning; thence continuing Northeasterly 123.56 feet along the arc of said curve, concave Northwesterly having a radius of 1502.39 feet, through a central angle of 4°42'44", to the point of tangency; thence North 17°47'37" East along said East right of way line a distance of 151.10 feet to the intersection with the South right of way line of the former SCL Railroad Right of Way, as shown on said Right of Way Map; thence departing said East right of way line for International Parkway North 85°39'14" East along said South right of way line a distance of 683.41 feet to a point on the West line of the Moses E. Levy Grant Line; thence continue North 85°39'14" East along said South right of way line a distance of 677.82 feet to a point on the existing Northerly limited access right of way line for State Road No. 400 (I-4), as shown on said Right of Way Map, said point being on a non-tangent curve concave Southeasterly, having a radius of 647.31 feet; thence departing said South right of way line, from

PARCEL NO. 101.1
SECTION 77470
F.P. NO. 415587-1
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a tangent bearing of South 41°34'58" West run Southwesterly 148.39 feet along said Northerly limited access right of way line and along the arc of said curve with a chord bearing of South 35°00'56" West through a central angle of 13°08'03" to the beginning of a non-tangent curve, concave Northerly, having a radius of 1196.00 feet; thence departing said Northerly limited access right of way line, from a tangent bearing of South 76°06'13" West run Westerly 428.29 feet along the arc of said curve with a chord bearing of South 86°21'45" West through a central angle of 20°31'03" to a point of tangency; thence North 83°22'43" West a distance of 240.00 feet to a point of curvature of a curve concave Southerly, having a radius of 2192.64 feet; thence run Westerly 419.71 feet along the arc of said curve with a chord bearing of North 88°51'45" West through a central angle of 10°58'03" to the point of tangency; thence South 85°39'14" West a distance of 186.21 feet; thence South 40°39'35" West a distance of 13.03 feet to a point being 6.00 feet Easterly of the aforesaid East right of way line of International Parkway, as measured by perpendicular measurement; thence run the following two courses being 6.00 feet Easterly of and parallel with said East right of way line of International Parkway, as measured by perpendicular and radial measurement South 17°47'37" West a distance of 118.22 feet to a point of curvature of a curve concave Northwesterly, having a radius of 1508.39 feet; thence run Southwesterly 124.06 feet along the arc of said curve with a chord bearing of South 20°08'59" West through a central angle of 4°42'44" to the end of said curve; thence North 67°29'39" West a distance of 6.00 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

Containing 2.291 acres, more or less.

This legal description prepared under the direction of:
Russell Marks, P.S.M. #5623
URS Corporation
315 E. Robinson Street, Suite 245
Orlando, Florida 32801

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Conditioned upon the 417/International Parkway Ramp project being put out for bid within twenty-four (24) months from the date title is vested in Seminole County or the adoption of the Resolution of Necessity and Notice pursuant to Chapter 73, Florida Statutes, whichever occurs later. In addition the contract to begin construction must be awarded within twelve (12) months of the date the project was put out for bid. In any event, construction shall not be required to begin prior to State Fiscal Year 2011. Should the foregoing conditions not be met, such conveyance shall be subject to reversion at the sole determination of Colonial. Colonial shall give 90 days' notice in writing to the County of its intent to exercise its right of reversion and the grounds therefore. If the defect is cured within that time, the reversion shall not occur.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

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IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____

Its _____ Secretary

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

SIGNATURE LINE
PRINT/TYPE NAME: _____

SIGNATURE LINE
PRINT/TYPE NAME: _____

COLONIAL REALTY LIMITED PARTNERSHIP

A Delaware Limited Partnership

By: COLONIAL PROPERTIES TRUST
An Alabama Corporation
General Partner

By: _____

Its _____

ADDRESS OF GRANTOR:

(Corporate Seal)

**AGREEMENT
BETWEEN SEMINOLE COUNTY,
COLONIAL REALTY LIMITED PARTNERSHIP
AND THE CITY OF LAKE MARY
RELATED TO COLONIAL CENTER HEATHROW**

THIS AGREEMENT is made and entered into this 27th day of JUNE, 2006, by and between, **COLONIAL REALTY LIMITED PARTNERSHIP**, a Delaware Limited Partnership duly authorized to conduct business in the State of Florida, hereinafter referred to as "**COLONIAL**", whose address is 2101 Sixth Avenue North, Suite 750, Birmingham, Alabama, 35203, the **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 N. Country Club Road, Lake Mary, Florida 32795, hereinafter referred to as the "**CITY**", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "**COUNTY**".

W I T N E S S E T H:

WHEREAS, the CITY and the COUNTY held a joint meeting on February 28, 2006 to discuss the annexation and land use into the CITY of certain properties known as Colonial Center Heathrow, formerly known as Heathrow International Business Center, wherein a consensus was built to develop an Agreement to resolve concerns; and

WHEREAS, COLONIAL owns or controls certain real property located in Seminole County, Florida, consisting of approximately 436 acres, formerly known as the Heathrow International Business Center Development and which is currently known as Colonial Center Heathrow (the "property"); and

WHEREAS, the property has been designated a Development of Regional Impact ("DRI") within the boundaries of Seminole County and the

City of Lake Mary; and

WHEREAS, the "THIRD AMENDED AND RESTATED DEVELOPMENT ORDER HEATHROW INTERNATIONAL BUSINESS CENTER (SEMINOLE COUNTY)", hereinafter "DRI Development Order", was executed on May 25, 2001 constituting approval of the DRI and incorporated by reference herein; and

WHEREAS, the DRI Development Order makes certain provisions regarding development of the property and imposes certain conditions and restrictions that run with the land pursuant to Section VI 2, recorded in Official Records Book 4091, Page 0109; and

WHEREAS, the COUNTY has a substantial interest in protecting the public interest within the COUNTY boundaries by regulating planning and growth management pursuant to Chapter 163 of the Florida Statutes and the Florida Administrative Code Chapter 9J-2, the Seminole County Land Development Code, the Seminole County Comprehensive Plan and all other applicable law and ordinances; and

WHEREAS, the "THIRD AMENDED AND RESTATED DEVELOPMENT ORDER HEATHROW INTERNATIONAL BUSINESS CENTER (LAKE MARY)", hereinafter ("DRI Development Order (LM)"), was executed on April 5, 2001 constituting approval of the DRI and incorporated by reference herein; and

WHEREAS, COLONIAL owns property north of 46A and east of International Parkway, and south of the BOMAR Tract, also known as the Colonial Town Park DRI; and

WHEREAS, COLONIAL and the COUNTY have expressed a common interest and goal to maximize the commercial/Class A office square footage in Colonial Town Park DRI to offset the loss of commercial/Class A office square footage in Colonial Center Heathrow; and

WHEREAS, COLONIAL has provided a Master Plan that depicts existing and future development for Colonial Center Heathrow; and

WHEREAS, certain portions of the Colonial Center Heathrow have recently been annexed into the City of Lake Mary pursuant to Chapter 171, Florida Statutes and by Ordinance Number 1192 on March 16, 2006 ("recently annexed property"); and

WHEREAS, other portions of the Colonial Center Heathrow have been annexed into the City of Lake Mary some years ago, which is now currently referred to as Heathrow International Business Center DRI; and

WHEREAS, COLONIAL now anticipates application to the CITY for a land use amendment to the recently annexed property; and

WHEREAS, the parties desire to keep the property consistent with DRI Development Orders executed between COLONIAL and the COUNTY and between COLONIAL and the CITY; and

WHEREAS, COLONIAL desires to develop a fee simple multi-family development consisting of 340 units on the annexed property; and

WHEREAS, pursuit of further development will constitute a substantial change and will require the DRI be amended through the Notice of Proposed Change process, in which all three parties have a stake;

NOW, THEREFORE, in consideration of the mutual covenants and promises by and between the parties hereto, and for other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. COLONIAL'S RESPONSIBILITIES.

(a) With regard to the development of the BOMAR Tract, more particularly described as Tax Parcel ID: 31-19-30-300-0010-0000, COLONIAL will seek to add the BOMAR Tract to the Colonial Town Park DRI and pursue development of the property as a commercial/office site and build approximately 450,000 square feet of Class A office space on the same, which may include a commercial/hotel component. COLONIAL reserves the right to apply for an amendment to add residential as a secondary use in the future with the understanding that it may or may not be approved.

(b) COLONIAL will process any and all applications necessary to increase the existing Class A office building stock and use of Colonial Town Park DRI by an additional 500,000 square feet of office space. The additional 500,000 square feet of office space does not include the addition of the BOMAR Tract, which will result in an additional 450,000 square feet of office space. The maximization of the existing Class A office building stock, adding the BOMAR Tract into the Colonial Town Park DRI, and the additional development of the BOMAR Tract development of approximately 450,000 square feet of Class A office space, will result in a total of approximately 950,000 square feet of additional office space in Colonial Town Park DRI. The net gain of office space would be approximately 757,038 square feet.¹

¹ (i.e. 950,000 square feet gain minus 192,962 square foot loss). The loss of 192,962 square feet of office in Colonial Center Heathrow was derived using the approved conversion matrix in the DRI Development Order, which provides that 1,000 square feet of office equals 1.762 multifamily units. Using the conversation ratio set forth in the DIR Development Order, an additional 340 multi-family units equates to a simultaneous decrease of approximately 192,962 square feet of office space ($340/1.762 = 192.96$ units x 1,000 square feet = 192,962 square feet of office space).

(c) Within thirty (30) days of the execution of this Agreement by COLONIAL and the COUNTY, COLONIAL will record restrictive covenants for BOMAR and Colonial Town Park DRI tracts restricting development consistent with subsections 1(a) and 1(b) above. The form of said restrictive covenants will be subject to the approval of the COUNTY, such approval to not be unreasonably withheld. The restrictions shall include but are not necessarily limited to any change in the development plan from office space use will require advance written approval by the COUNTY, and that such restrictions run with the land in favor of the COUNTY. In conjunction with applications made pursuant to subparagraph 1(b), COLONIAL agrees to proceed with a DRI amendment to add the BOMAR tract into the Colonial Town Park DRI and designate the tracts as specified in 1(a) and 1(b) above. Any restrictive covenants approved under this section shall automatically terminate, without further action of either party, upon the execution and adoption of a zoning development order issued by the County consistent with this Agreement and otherwise consistent with the Land Development Code and all applicable statutes, laws and public policy. In the event that the County denies an application for a zoning development order in which the consistency with the restrictive covenants is disputed, the COUNTY shall provide notice to COLONIAL within 30 days of the Board meeting in which the denial was rendered as to the nature of the deficiency. All costs of recording said restrictive covenants will be borne solely by COLONIAL.

(d) Within sixty (60) days, adoption of a Resolution of Necessity and Notice to COLONIAL, as provided in Chapter 73, Florida Statutes, identifying property owned by COLONIAL as necessary for the

417/International Parkway ramp as depicted in Exhibit "A", COLONIAL shall transfer fee simple title of such parcels by warranty deed, free of all encumbrances to the COUNTY for the 417/International Parkway Ramp up to and as necessary for construction and no more than 1.695 acres. Such obligation is conditioned upon the size of the parcel not to exceed 1.695 acres and the ramp alignment and intersection to be constructed will be in substantial conformity with the preferred Preliminary 417 Interchange Site Plan Alternative 4, attached as Exhibit "A", providing for ingress and egress access between the 417 to International Parkway, possible locations illustrated in Exhibit "B", International Parkway/ SR 417 Interchange PD&E Study Alternative 4. The deed of conveyance shall contain a reversion provision providing that the 417/International Parkway Ramp project shall be put out for bid within twenty four (24) months from the date title is vested in the COUNTY or the adoption of the Resolution of Necessity and Notice pursuant to Chapter 73, Florida Statutes, whichever occurs later. In addition, the contract to begin construction must be awarded within twelve (12) months of the date the project was put out for bid. In any event, construction shall not be required to begin prior to State Fiscal Year 2011. Should the foregoing conditions not be met, such conveyance shall be subject to reversion at the sole determination of COLONIAL. COLONIAL shall give 90 days notice in writing to the COUNTY of its intent to exercise its right of reversion and the grounds therefore. If the defect is cured within that time, the reversion shall not occur.

(e) COLONIAL will not seek the annexation of all or any portion of Colonial Town Park DRI, including the BOMAR Tract, for a period of

ten (10) years from the effective date of this Agreement.

(f) COLONIAL agrees to develop the remaining tracts within Colonial Center Heathrow owned by COLONIAL and designated for office, retail and commercial, primarily for such purposes, consistent with the Land Development Code and all applicable codes and rules. COLONIAL reserves the right to pursue additional residential development within Colonial Center Heathrow as a secondary and ancillary use to the office, commercial and retail component, with the understanding that it may or may not be approved.

(g) The 9.1-acre Urban Park (Tract H) will remain an urban park until and/or unless the CITY, COUNTY and COLONIAL have further discussion and reach an amicable agreement with respect to the future use of this tract. No DRI amendments, no land use amendments, and no rezoning will be processed on this property inconsistent with its use as an urban park until such agreement is reached by all three parties.

SECTION 2. COUNTY'S RESPONSIBILITIES.

(a) The COUNTY acknowledges that the maximization of and additions to the Colonial Town Park DRI office square footage outlined in section 1(b) above is being offered to offset the loss of approximately 192,962 square feet of office space in Colonial Center Heathrow to accommodate the development of two (2) fee simple multi-family projects consisting of 340 total units.

(b) The COUNTY will not object to the conversion of those properties annexed into the CITY located within Colonial Center Heathrow (approximately 26 acres described in Exhibit "C") to a residential use, accommodating the development of two (2) multi-family fee simple

communities consisting of a maximum of 340 units for sale.

(c) The COUNTY acknowledges that the CITY has agreed to accept the segment of International Parkway extending from County Road 46-A to AAA Boulevard (the "Phase I Roadway") within ten days of the one year anniversary of the Annexation Effective Date (March 21, 2006) and the remainder of International Parkway less the Phase I Roadway (the Phase II Roadway") within ten days of the three year anniversary of the Annexation Effective Date (March 21, 2006), as provided in the City of Lake Mary's Ordinance No. 1192. Further, the COUNTY agrees that nothing herein shall obligate COLONIAL to make any improvements to International Parkway, beyond usual and customary maintenance, until said dedication to the CITY. The COUNTY will not provide any funding for any improvements to the road prior to or following the assignment of the International Parkway Agreement to the CITY.

(d) The COUNTY hereby assigns the existing Development Agreement Regarding International Parkway and Recreational Trail (hereinafter referred to as "International Parkway Agreement") dated September 19, 1996, to the CITY.

SECTION 3. LAKE MARY'S RESPONSIBILITIES.

(a) The CITY agrees to accept assignment of the International Parkway and Recreational Trail Agreement, dated September 19, 1996 (hereinafter "International Parkway Agreement"). The COUNTY will not agree to any future interlocal transfer of the roadway to the COUNTY unless it meets COUNTY standards. The CITY acknowledges that the COUNTY will not provide any funding for any improvements to the road prior to or following the assignment of the International Parkway Agreement to

the CITY.

(b) The CITY agrees to process any amendments to any development orders and developer commitment agreements and/or other documents deemed necessary to effectuate assignment of the International Parkway Agreement.

(c) The 9.1-acre Urban Park (Tract H) will remain an urban park until and/or unless the CITY, COUNTY and COLONIAL have further discussion and reach an amicable agreement with respect to the future use of this tract. No DRI amendments, no land use amendments, and no rezoning will be processed on this property inconsistent with its use as an urban park until such agreement is reached by all three parties.

(d) The CITY, in a good faith measure, agrees to adopt a resolution stating its intent not to annex any additional property west of Interstate 4 between Lake Mary Boulevard and State Road 46, for a period of ten (10) years. The CITY agrees further to enter into a Joint Planning Agreement with COUNTY for the express purpose of collaborative planning in this area of concern to both jurisdictions.

SECTION 4. EFFECTIVE DATE. This Agreement shall take effect immediately upon the execution of any two parties as it relates to those obligations of the parties to each other. Failure of a third party to execute this Agreement in a timely manner shall not render any portion of this Agreement void or inoperable as to the other two parties. This Agreement shall take effect as to the third party upon execution by the third party.

SECTION 5. ENTIRE AGREEMENT.

This document incorporates and includes all prior negotiations,

correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 6. NOTICES. Whenever any party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Planning and Development Department
1101 E. First St.
Sanford, FL 32773

For CITY:

City of Lake Mary
100 N. Country Club Road
Lake Mary, FL 32795

For COLONIAL:

Colonial Realty Limited Partnership
2101 Sixth Avenue North, Suite 750
Birmingham, AL 35203

SECTION 7. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

SECTION 9. ASSIGNMENT. This Agreement shall not be assigned by any of the parties without the prior written approval of the others.

SECTION 10. PUBLIC RECORDS LAW. COLONIAL acknowledges CITY's and COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. COLONIAL acknowledges that CITY and COUNTY are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 11. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

SECTION 12. TIME IS OF THE ESSENCE. Time is of the essence relative to all aspects of performance under the terms of this Agreement.

SECTION 13. DEFAULT/ATTORNEY'S FEES/WAIVER. If any party fails to perform any of the terms and conditions of this Agreement for a

period of thirty (30) days after receipt of written notice of such default from the other party, the party giving notice of default is entitled to seek specific performance of this Agreement. The parties each acknowledge that money damages may be an inadequate remedy for the failure of performance and that the party giving notice is entitled to seek an order requiring specific performance by the defaulting party. In the event that such an order is sought, each party shall be responsible for its own costs and expenses so incurred, including all attorneys fees, if applicable. Failure of any party to exercise its rights in the event of any breach by another party shall not constitute a waiver of such rights. No party shall be deemed to have waived any breach by another party unless such waiver is reduced to writing and executed by the waiving party. Such written waiver shall be limited to terms specifically contained therein. This paragraph shall not prejudice the right of any party to seek such additional remedy at law or equity for any breach hereunder.

SECTION 14. SEVERABILITY. If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 15. FURTHER ASSURANCES. In addition to the acts recited

in or set forth in this Agreement, the parties agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including but not limited to, the execution and/or recordation of further instruments.

SECTION 16. AUTHORITY TO ENTER INTO AGREEMENT. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has legal authority to enter into this Agreement and to undertake all obligations imposed on it.

SECTION 17. CONSTRUCTION OR INTERPRETATION OF AGREEMENT. This Agreement is the result of negotiations between the CITY, COLONIAL and the COUNTY and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against one party than against another.

SECTION 18. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

SECTION 20. CONFLICT OF INTEREST.

(a) All parties hereto agree that they will not engage in any action that would create a conflict of interest in the performance of

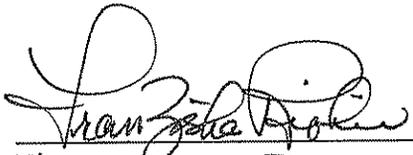
its obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) All parties hereto hereby certify that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of COLONIAL to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

SECTION 21. INCORPORATION CLAUSE. The recitals contained within the "WHEREAS" clauses are hereby incorporated into the Agreement and are material terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

COLONIAL REALTY LIMITED
PARTNERSHIP, a Delaware Limited
Partnership, by COLONIAL PROPERTIES
TRUST, an Alabama Declaration of
Trust, its general partner.



Witness

FRANZISKA RIEFKIN

Print Name



Witness

David Ayers

Print Name

By: 

THOMAS GREEN

Print Name

Title: MARKET OFFICER

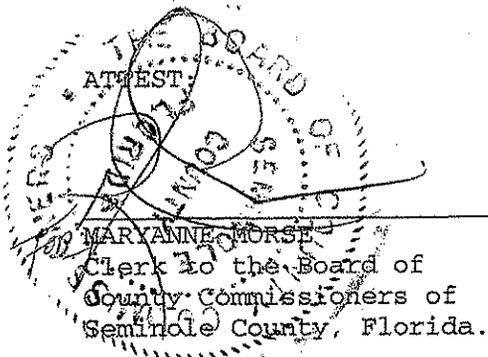
Date: June 27, 2006

ATTEST:

CITY OF LAKE MARY

CAROL FOSTER, City Clerk

By: _____
THOMAS C. GREENE, Mayor



Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton D. Henley
CARLTON D. HENLEY, Chairman

Date: 10-17-06

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their Oct. 10, 2006,
regular meeting.

Approved as to form and
legal sufficiency.

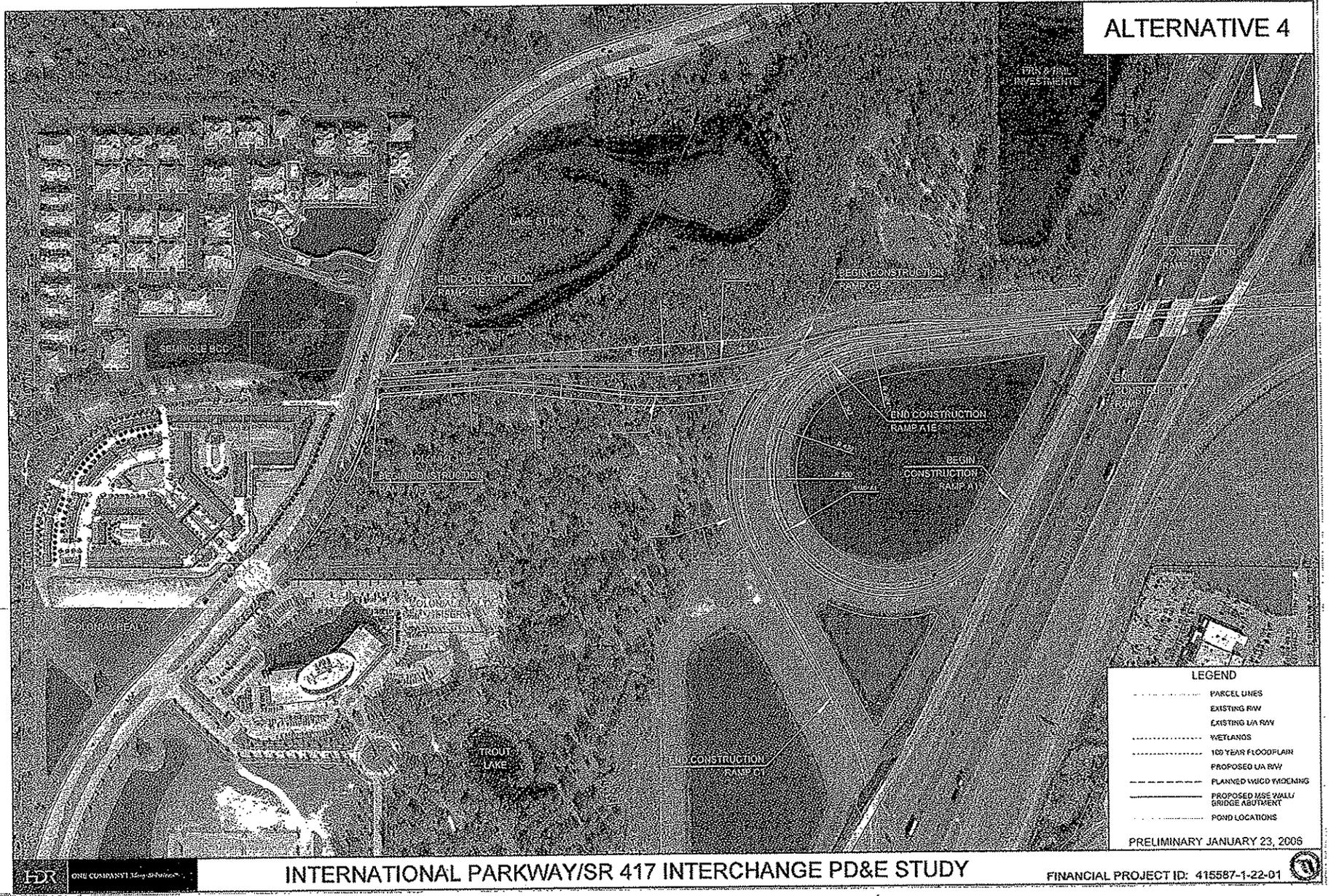
K Furey Tran
County Attorney
KFT/ljp/lpk
6/26/06
P:\Users\kfurey-tran\Planning Agreements\Colonial finalcorrected.doc

Attachments:

- Exhibit "A" - Preliminary 417 Interchange Site Plan Alternative 4
- Exhibit "B" - International Parkway/SR 417 Interchange PD&E Study Alternative 4
- Exhibit "C" - Property Description of Colonial Center Heathrow annexed properties

EXHIBIT "B"

ALTERNATIVE 4



LEGEND

- PARCEL LINES
- EXISTING RW
- EXISTING L/A RW
- WETLANDS
- 100 YEAR FLOODPLAIN
- PROPOSED L/A RW
- PLANNED LWID WIDENING
- PROPOSED MSE WALL/ BRIDGE ABUTMENT
- POND LOCATIONS

PRELIMINARY JANUARY 23, 2006

INTERNATIONAL PARKWAY/SR 417 INTERCHANGE PD&E STUDY

FINANCIAL PROJECT ID: 415587-1-22-01



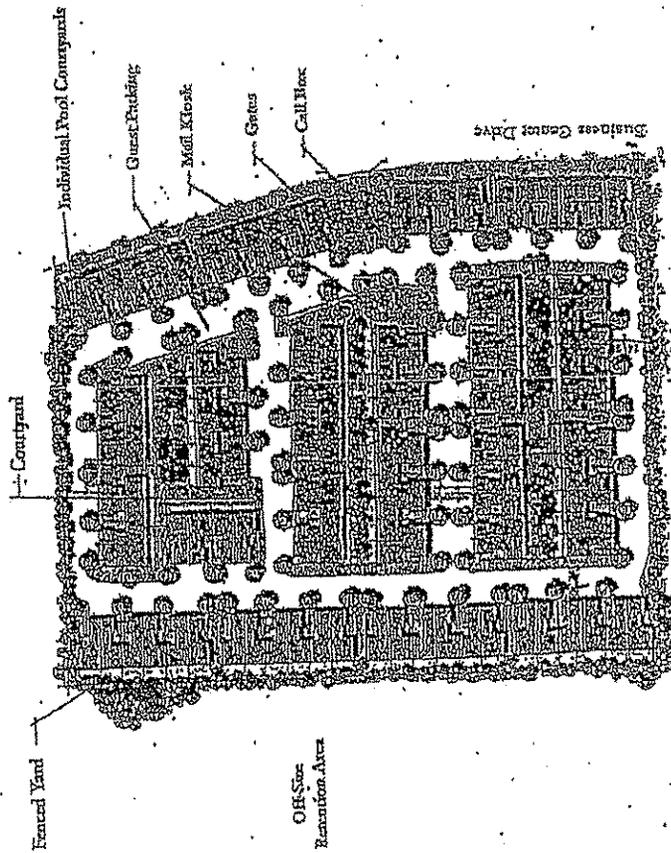
BX 340 PG 1 | 91

“LEGIBILITY UNSATISFACTORY FOR SCANNING”

EXHIBIT "C"

Colonial Center Heathrow Conceptual Site Plan

Prepared For:
Colonial Properties Trust and Coscan Homes L.L.C.
Lake Mary, Florida
"Track D"



Tabular Data:
Site Area +/- 12 Ac.
Total number of 108 Units
Townhomes
Density 9.0 Un./Ac.

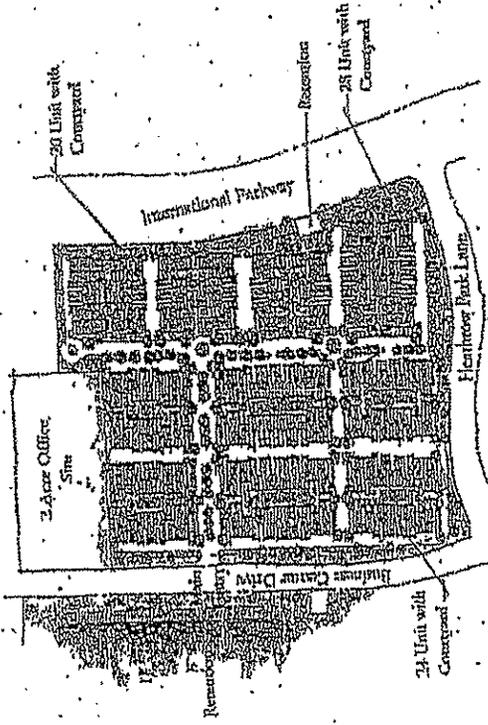
ENVIROSCAPE
LANDSCAPE ARCHITECTURE



EXHIBIT "C" CONTINUED

**Colonial Center Heathrow
Conceptual Site Plan**

Prepared For
Colonial Properties Trust and Coscan Homes L.L.C.
Lake Mary, Florida
"Lot 8"



Tabular Data:
Site Area 14.3 Ac.
Total Number Of Units 232 Units
Density 16.2 Un./Ac.

