

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Bear Lake Plaza PCD - Final Site Plan**DEPARTMENT:** Planning and Development **DIVISION:** Planning**AUTHORIZED BY:** Alison Stettner**CONTACT:** Ian Sikonia**EXT:** 7398**MOTION/RECOMMENDATION:**

1. Approve the Final Site Plan and Developer's Commitment Agreement for the Bear Lake Plaza PCD, consisting of 3 acres, located northwest of the intersection of Maitland Avenue and Bear Lake Road, and authorize the Chairman to execute the aforementioned documents, based on staff findings (George Donovan, applicant); or
2. Deny the Final Site Plan and Developer's Commitment Agreement for the Bear Lake Plaza PCD, consisting of 3 acres, located northwest of the intersection of Maitland Avenue and Bear Lake Road, and authorize the chairman to execute the Denial Development Order (George Donovan, applicant); or
3. Continue the request until a time and date certain.

District 3 Dick Van Der Weide

Ian Sikonia

BACKGROUND:

The applicant, George Donovan, is requesting approval of the Bear Lake Plaza PCD Final Site Plan and Developers Commitment Agreement for a proposed office/retail center. The proposed uses for this site are those permitted uses mostly associated with the C-2 (Retail Commercial) zoning district. The retail/office center is proposed to develop as a 8,550 square foot building located on the eastern portion of the parcels. The proposed development has also applied for LEED certification from the USGBC under identification number 251560723191418.

This project is unique due to the location of the properties involved being within both Seminole County and Orange County. This project was originally approved by the Board of County Commissioners on March 24, 2009, which led to an agreement between the two counties regarding permitting and development of this site. On May 12, 2009 Seminole County and Orange County signed a memorandum of understanding that outlined certain duties of each county in regards to development and service issues. As part of that agreement Orange County would need to review this plan and be in agreement with the design and layout in accordance with their code. A copy of the letter signed by Orange County is attached to this agenda memo stating they approve the Final Site Plan as submitted to Orange and Seminole County.

STAFF RECOMMENDATION:

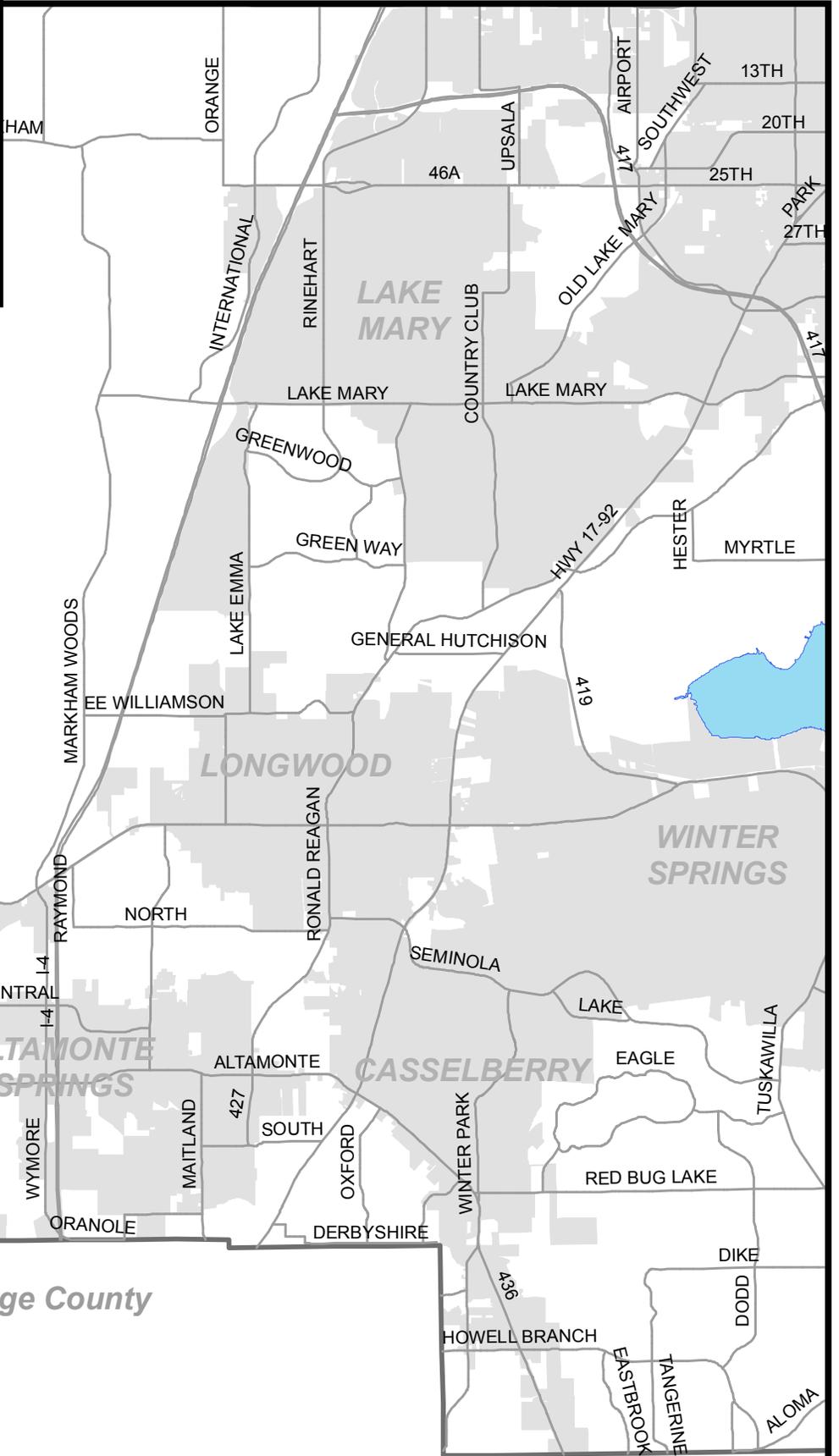
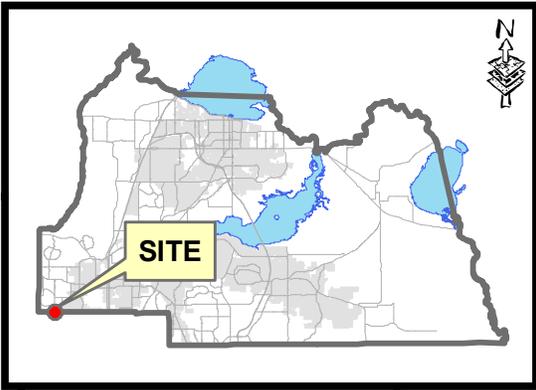
Staff recommends that the Board approve the Final Site Plan and Developer's Commitment Agreement for the Bear Lake Plaza PCD, consisting of 3 acres, located northwest of the intersection of Maitland Avenue and Bear Lake Road, and authorize the Chairman to execute the aforementioned documents, based on staff findings.

ATTACHMENTS:

1. Location Map
2. Future Land Use and Zoning Map
3. Aerial Map
4. Bear Lake Plaza PCD Final Site Plan
5. Bear Lake Plaza PCD Developers Commitment Agreement
6. Orange County Approval Letter
7. Memorandum of Understanding Between Orange County and Seminole County
8. 3-24-09 Bear Lake Plaza Preliminary Site Plan
9. 3-24-09 BCC Minutes
10. 3-24-09 Bear Lake Plaza Development Order
11. Ownership Disclosure Form
12. Denial Development Order

Additionally Reviewed By:

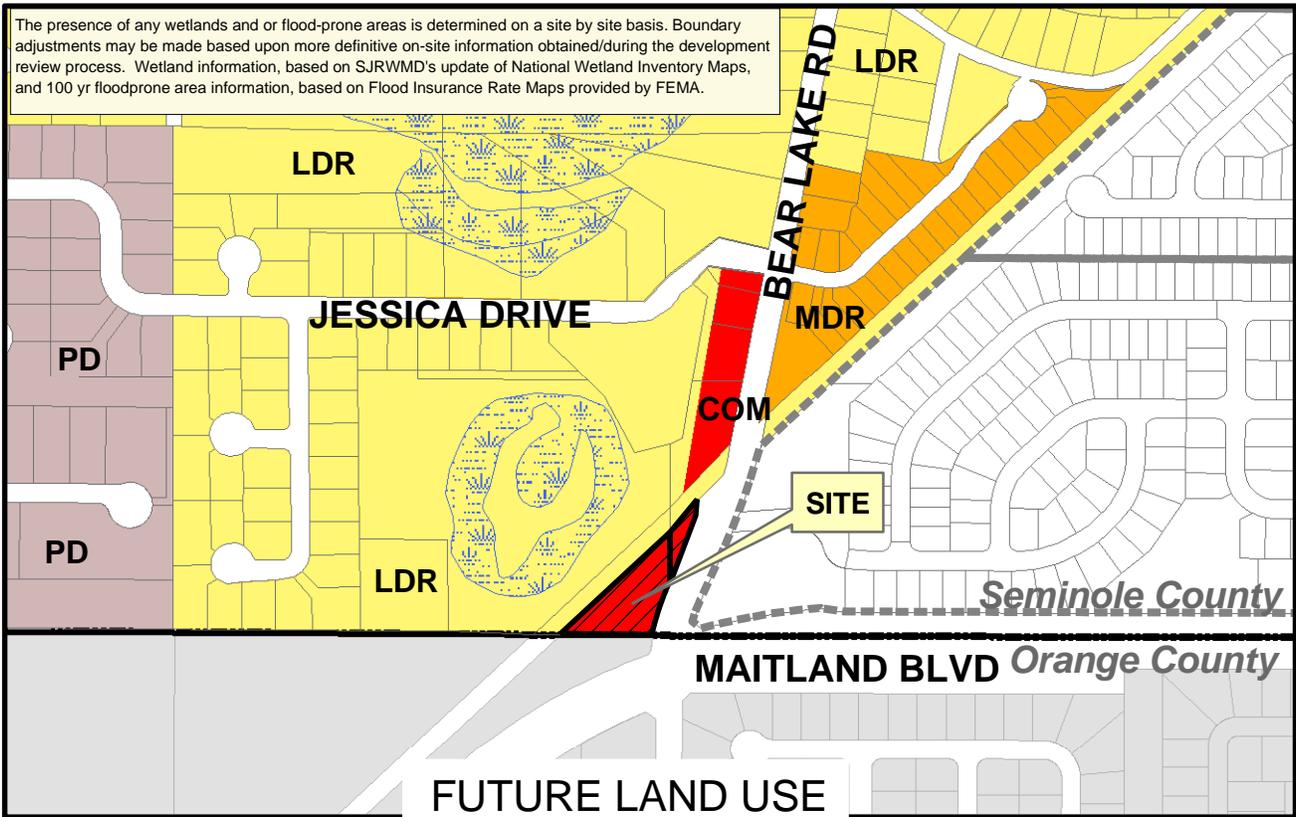
■ County Attorney Review (Kathleen Furey-Tran)



SITE

Orange County

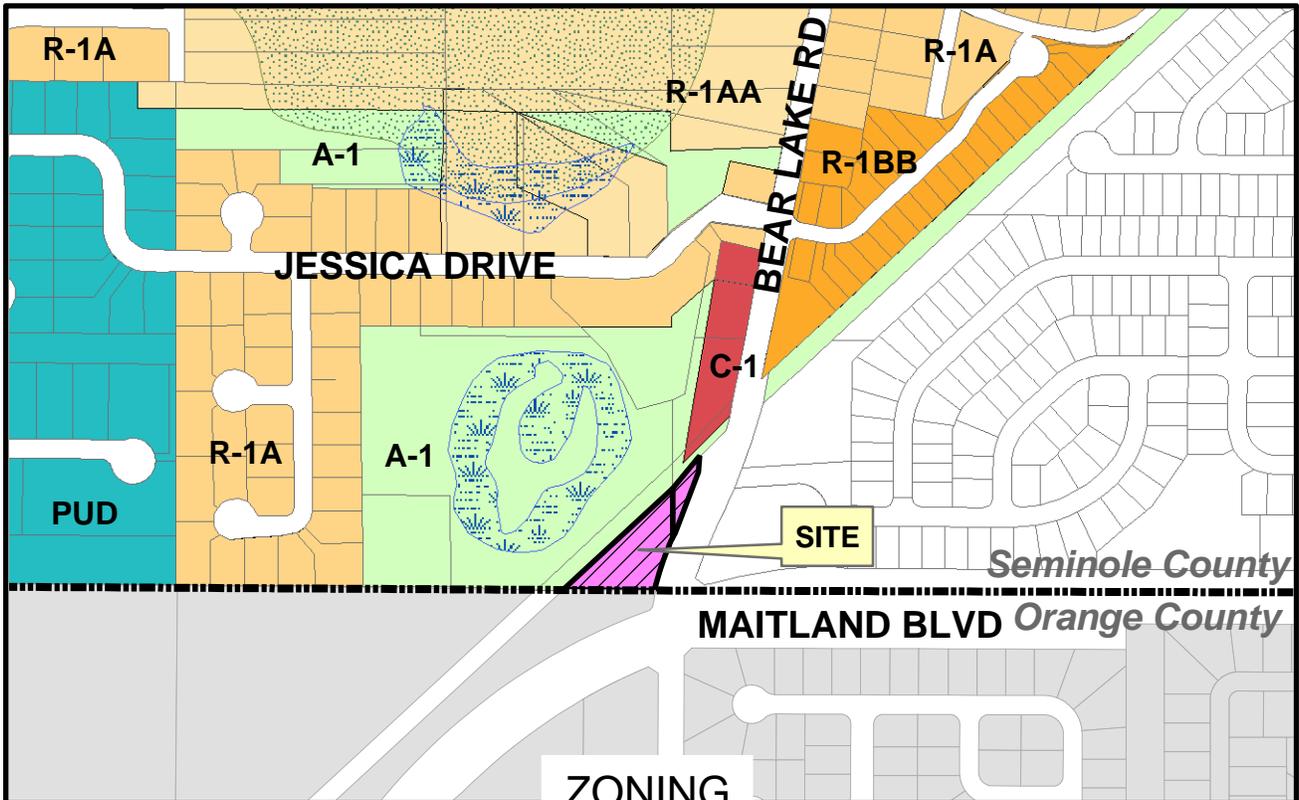
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



FUTURE LAND USE
 LDR MDR COM PD Site CONS Municipality

Applicant: Bryan Potts
 Physical STR: 20-21-29 and 19-21-29
 Gross Acres: 3 BCC District: 3
 Existing Use:
 Special Notes: Final Site Plan

	Amend/ Rezone#	From	To
FLU			
Zoning	Z2009-32		



ZONING

A-1 R-1A R-1AA R-1AAA R-1BB C-1 FP-1 W-1



Z2009-32
Final SitePlan

-  Parcel
-  Subject Property



Winter 2007 Color Aerials

MAITLAND BLVD PLAZA

CONSTRUCTION PLANS

Maitland Blvd & Bear Lake Rd
 Orange/Seminole County, Florida
 Parcel ID # 30-21-29-0000-00-031(OC),
 19-21-29-300-0110-0000 (SC), 20-21-29-300-0080-0000 (SC)

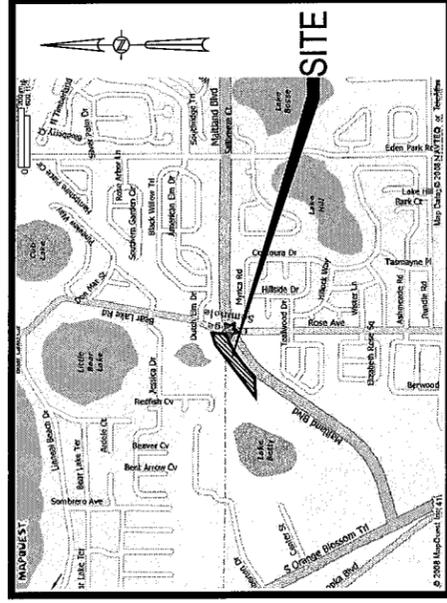
PREPARED FOR:
 Park Plaza Holdings, LLC
 2949 W SR 434 Suite 300
 Longwood, FL 32799
 (407) 696-4314
 CONTACT: George Donovan

ENGINEER:
 TANNATH DESIGN, INC.
 2494 ROSE SPRING DRIVE
 ORLANDO, FL 32825
 (407) 982-9878
 (407) 208-1425 fax
 CONTACT: Bryan Potts, P.E.

LANDSCAPE:
 LANDSCAPE DESIGNS, LLC
 4465 GABRIELLA LANE
 WINTER PARK, FL 32792
 (407) 484-3414
 (407) 671-1604 fax
 CONTACT: Carl J. Kelly Jr.

SURVEYOR:
 ALTAMONTE SURVEYING AND
 PLATTING, INC.
 435 DOUGLAS AVE. SUITE 1505F
 ALTAMONTE SPRINGS, FL 32714
 (407) 862-7555
 (407) 862-6229 fax
 CONTACT: Michael W. Solitro, PSM

GEOTECHNICAL:
 UNIVERSAL ENGINEERING SCIENCES
 3532 MAGGIE BOULEVARD
 ORLANDO, FL 32811
 (407) 423-0504
 (407) 423-3106 fax
 CONTACT: Ken Derick, M.S., P.G.



LOCATION SKETCH

INDEX OF DRAWINGS	
CIVIL	
C-1	1 COVER SHEET
C-2	2 EXISTING SITE CONDITIONS
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C-5	5 DRAINAGE PLAN
C-6	6 UTILITY PLAN
C-7	7 OFFSITE UTILITY PLAN
C-8	8 STORMTECH PLAN, DETAILS AND SPECIFICATIONS
C-9	9 PAVING DETAILS
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C-11	11 LIFT STATION DETAILS
LANDSCAPE	
LS-01	1 TREE REMOVAL PLAN
LS-02	2 LANDSCAPE SITE PLAN
IR-01	3 IRRIGATION SITE PLAN
SITE LIGHTING	
ET-1	1 SITE LIGHTING PHOTOMETRIC PLAN

- GENERAL NOTES:**
- ALL WALLS WILL REQUIRE SEPARATE BUILDING PERMIT.
 - THE PROJECT IS REQUIRED TO OBTAIN AN NPDES PERMIT THROUGH FDEP.

REV.	DATE	BY	COMMENTS
0	07/08/09	BRP	ISSUED FOR PERMITTING
1	09/08/09	BRP	REVISIONS PER SEM. COUNTY COMMENTS
2	10/16/09	BRP	REVISIONS PER SEM. COUNTY COMMENTS
3			
4			
5			
6			

COVER SHEET

MAITLAND BLVD PLAZA
 MAITLAND BLVD & BEAR LAKE RD
 ORANGE/SEMINOLE COUNTY, FLORIDA

TANNATH DESIGN, INC.
 2494 ROSE SPRING DRIVE
 ORLANDO, FLORIDA 32825
 (407) 982-9878
 (407) 208-1425 fax
 www.tannathdesign.com
 FL CERT. OF AUTH. #27199

BRYAN R. POTTS, P.E.
 FL REG. #69461

DATE

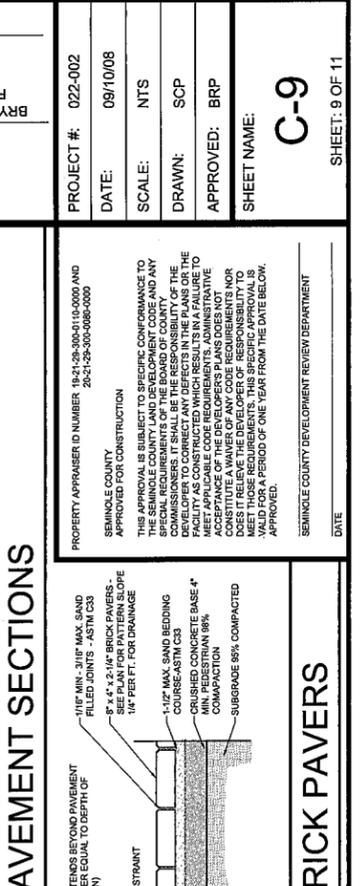
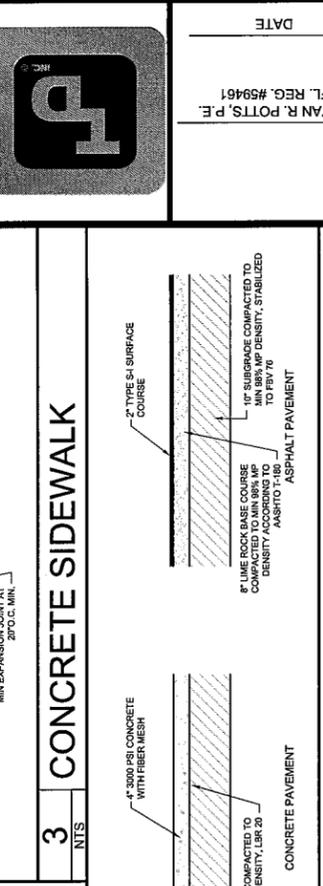
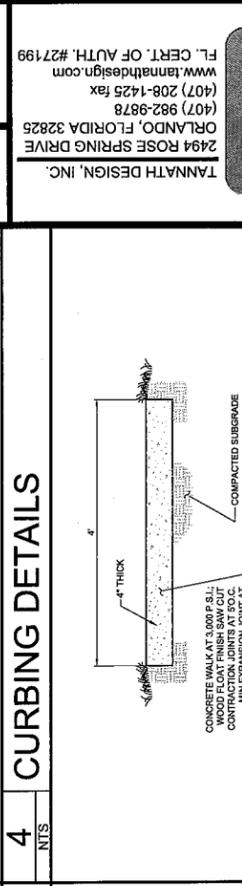
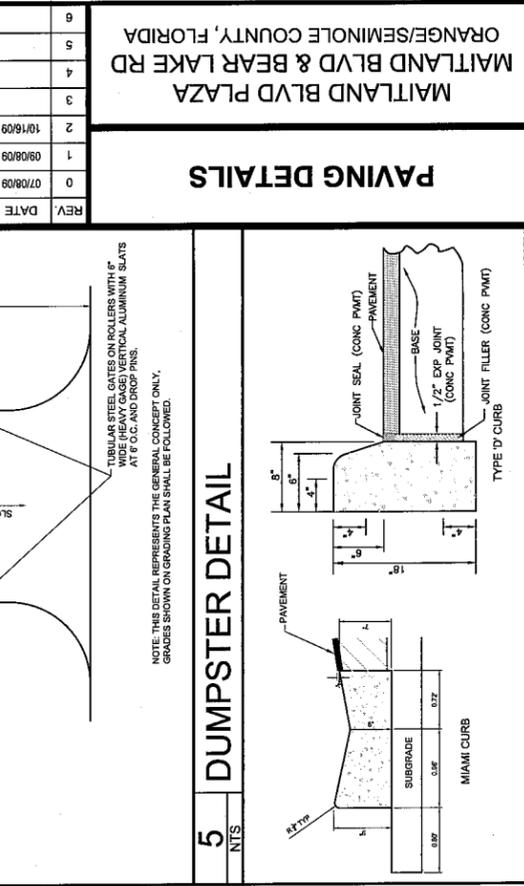
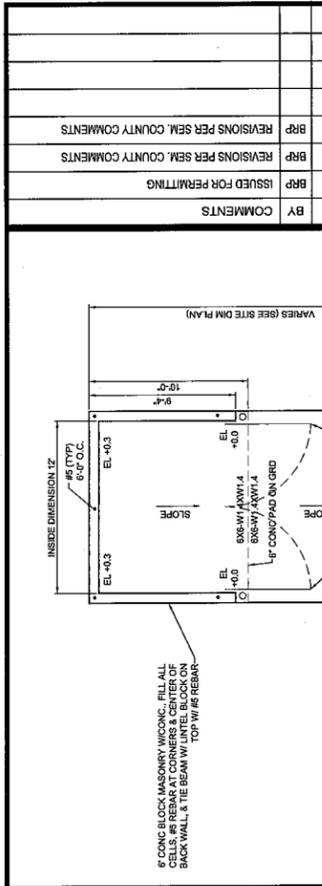
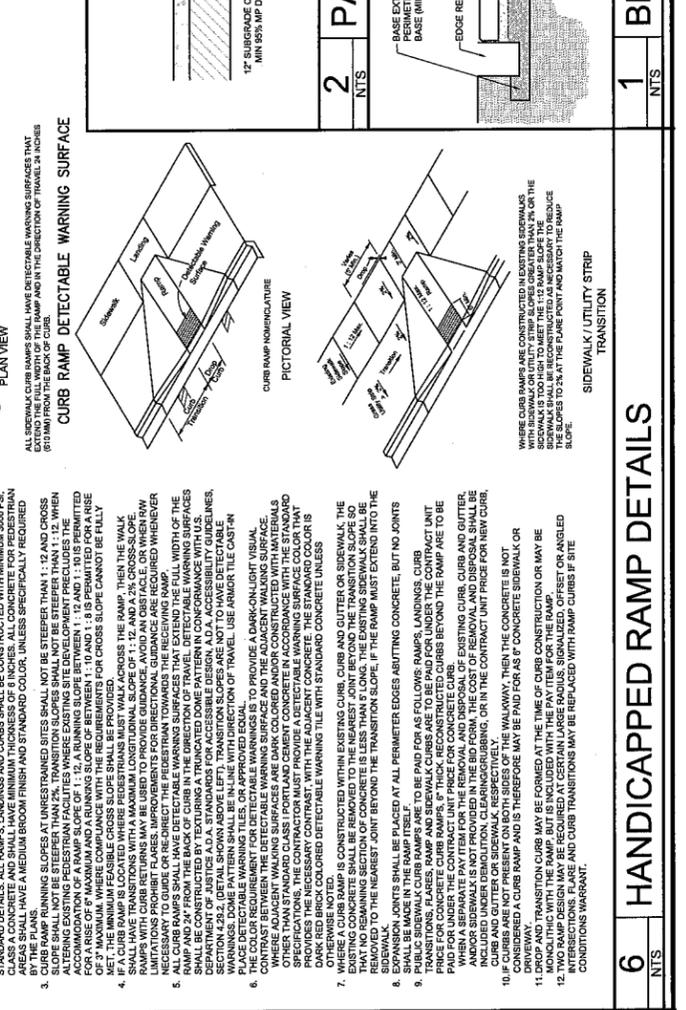
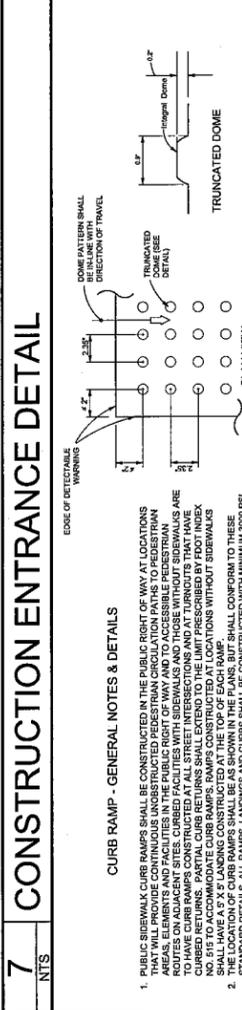
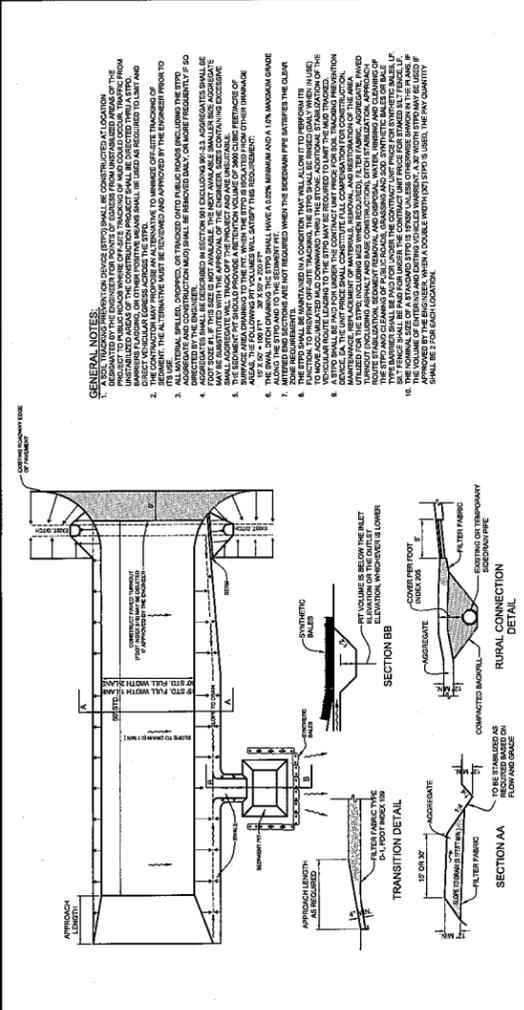
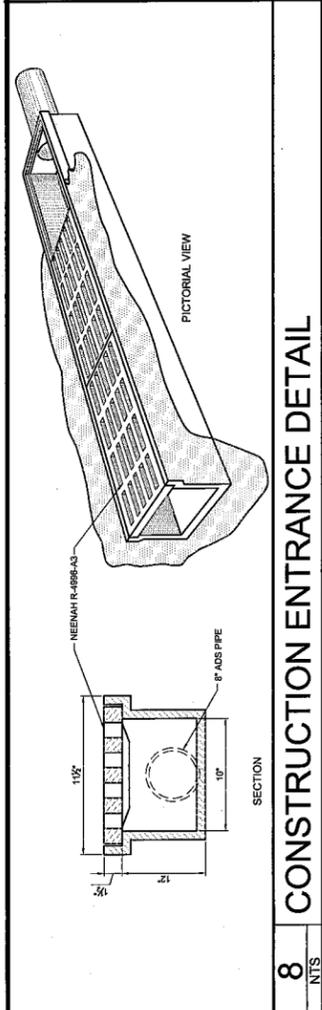
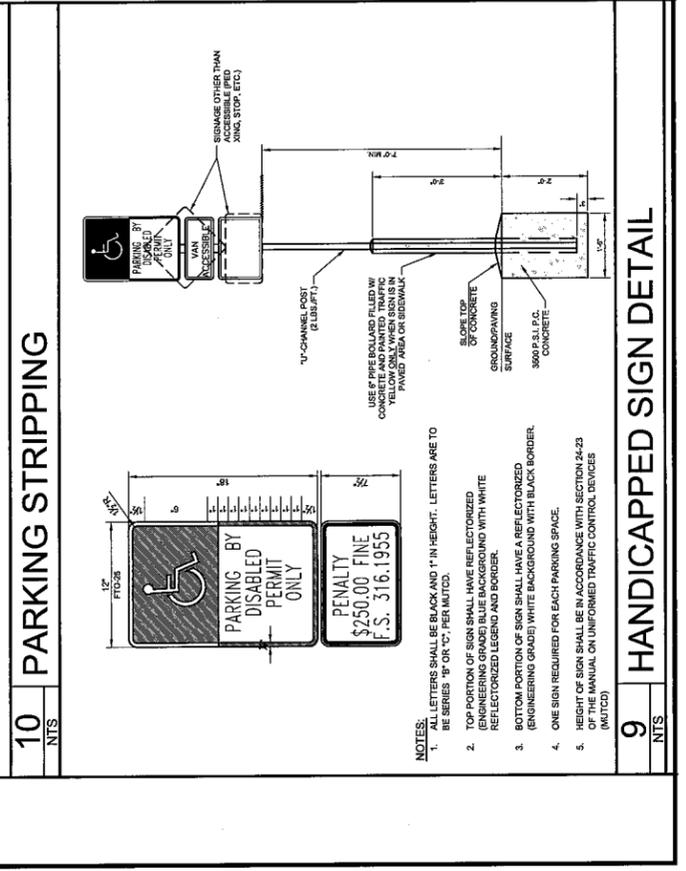
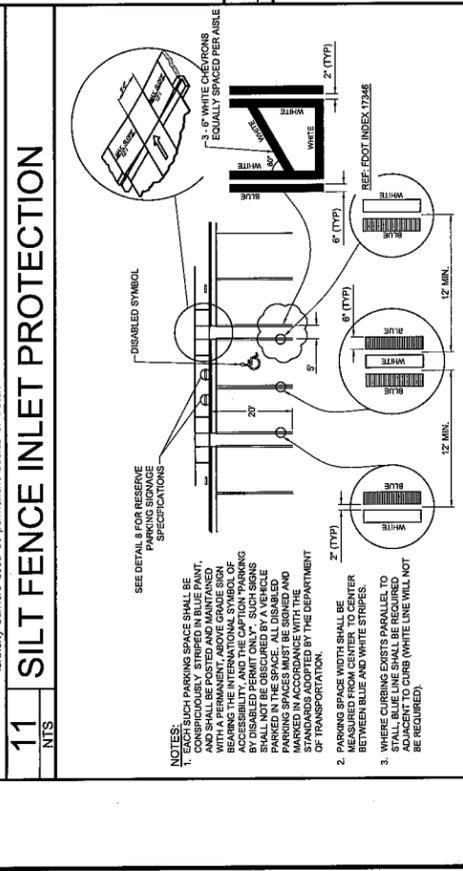
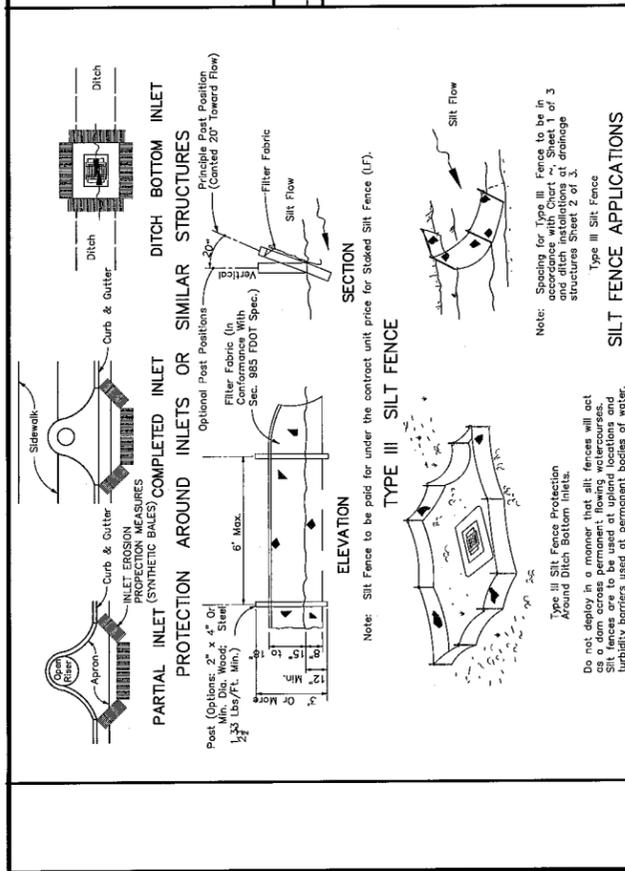
PROJECT #: 022-002
 DATE: 09/10/08
 SCALE: NTS
 DRAWN: SCP
 APPROVED: BRP
 SHEET NAME: C-1

PROPERTY APPRAISER ID NUMBER: 18-21-29-300-0110-0000 AND 20-21-29-300-0080-0000
 APPROVED FOR CONSTRUCTION

SEMINOLE COUNTY
 PROPERTY APPRAISER

THIS APPEAL IS SUBJECT TO APPLICABLE CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN ALL NECESSARY PERMITS AND TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE REVIEW OF THIS APPEAL DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO OBTAIN A PERMIT VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT
 DATE



REV.	DATE	BY	COMMENTS
0	07/08/09	BRP	ISSUED FOR PERMITTING
1	08/08/09	BRP	REVISIONS PER SEM. COUNTY COMMENTS
2	10/16/09	BRP	REVISIONS PER SEM. COUNTY COMMENTS

PAVING DETAILS

MAITLAND BLVD PLAZA
ORANGE/SEMINOLE COUNTY, FLORIDA

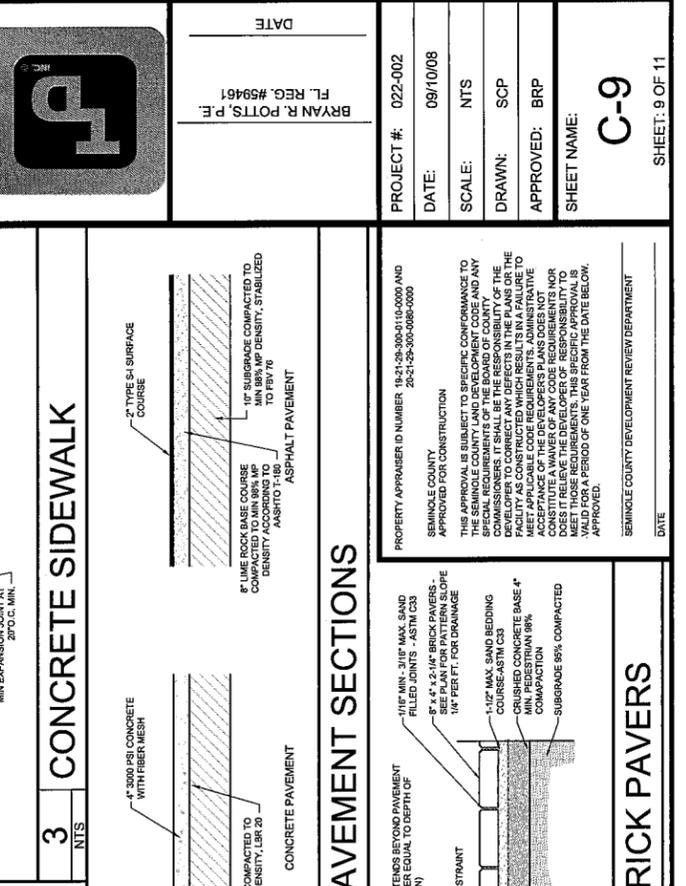
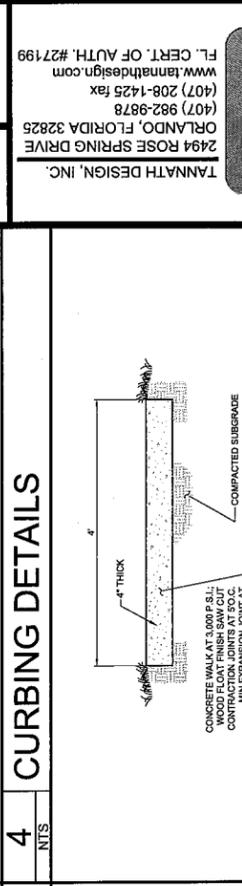
F.L. CERT. OF AUTH. #27199
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(407) 962-9878

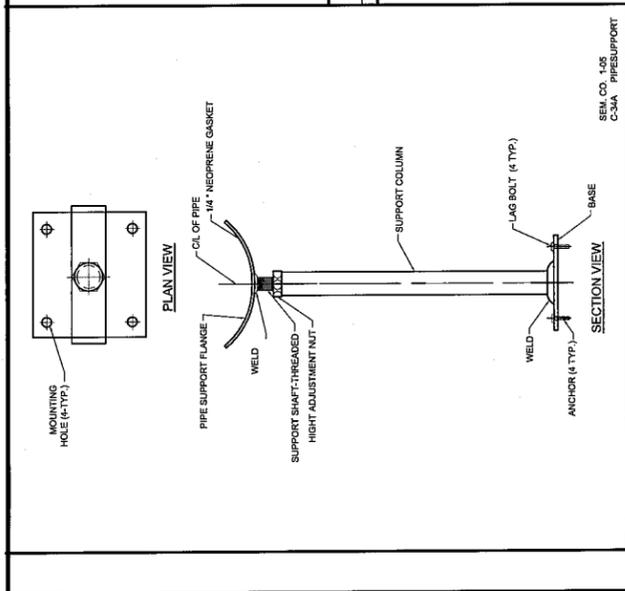
2494 ROSE SPRING DRIVE
ORLANDO, FLORIDA 32825
TANNATH DESIGN, INC.

DATE

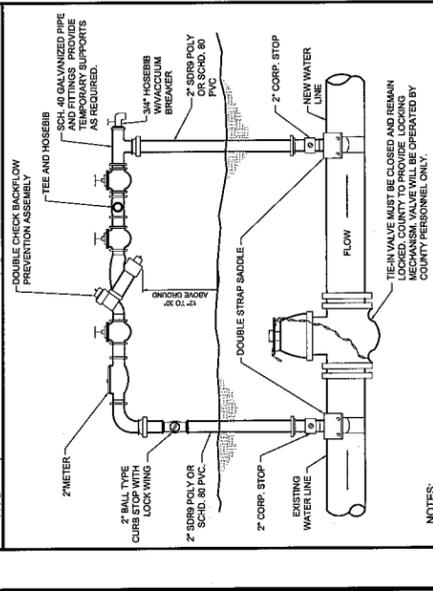
BRYAN R. POTTS, P.E.
FL. REG. #59461

PROJECT #: 022-002
DATE: 09/10/08
SCALE: NTS
DRAWN: SOP
APPROVED: BRP
SHEET NAME: C-9
SHEET: 9 OF 11

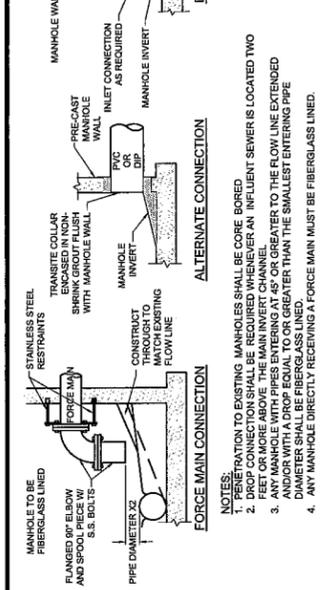




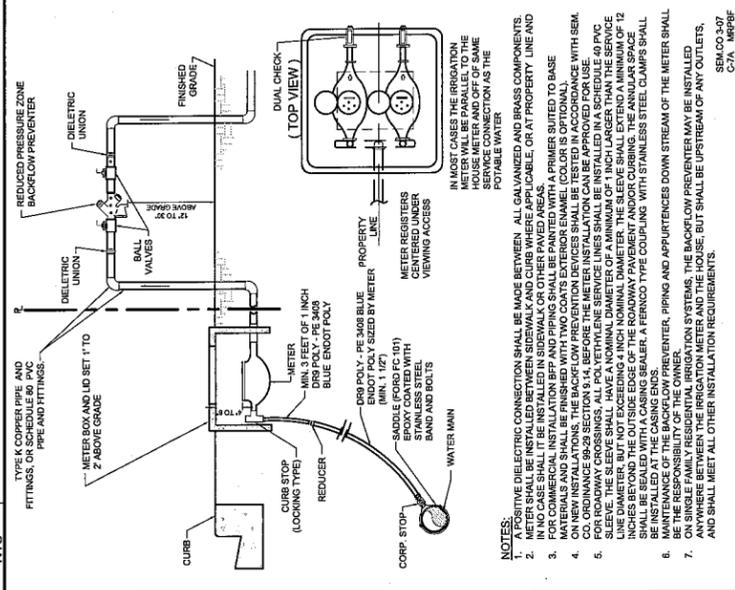
10 PIPE SUPPORT DETAIL
NTS



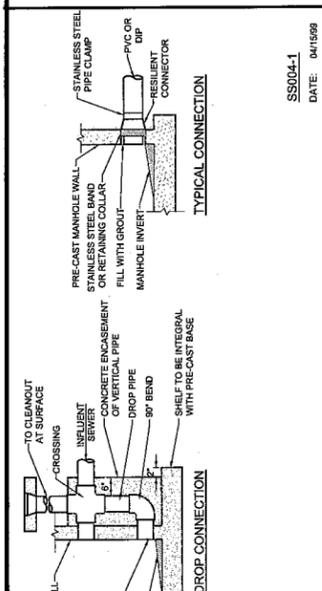
9 TEMPORARY JUMPER
NTS



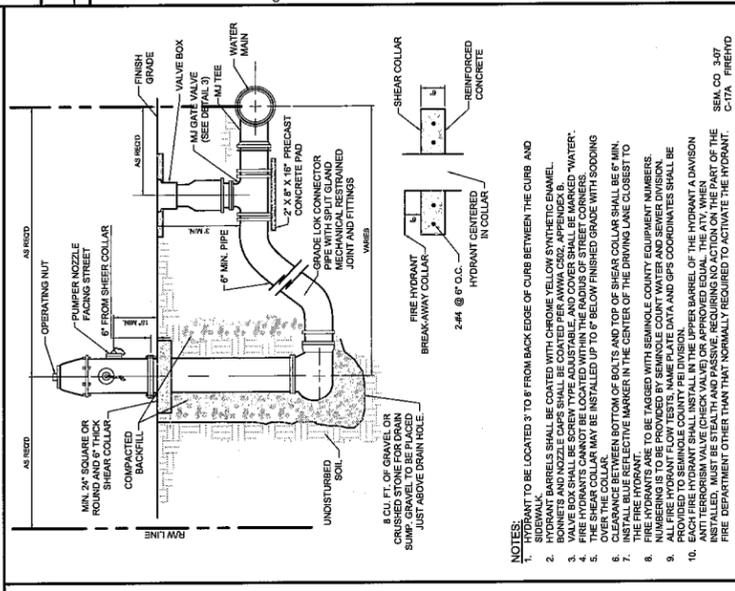
8 TYPICAL MANHOLE CONNECTION
NTS



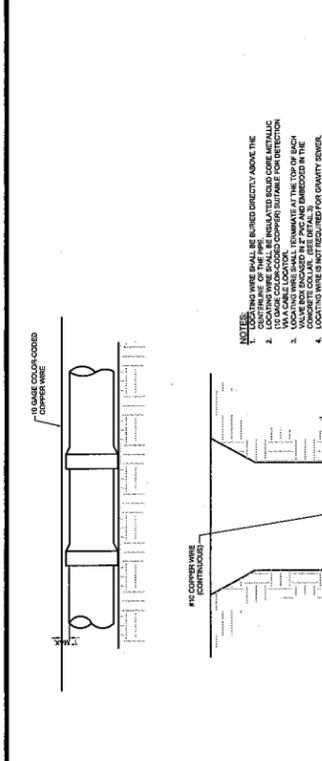
7 IRRIGATION METER & RPZ
NTS



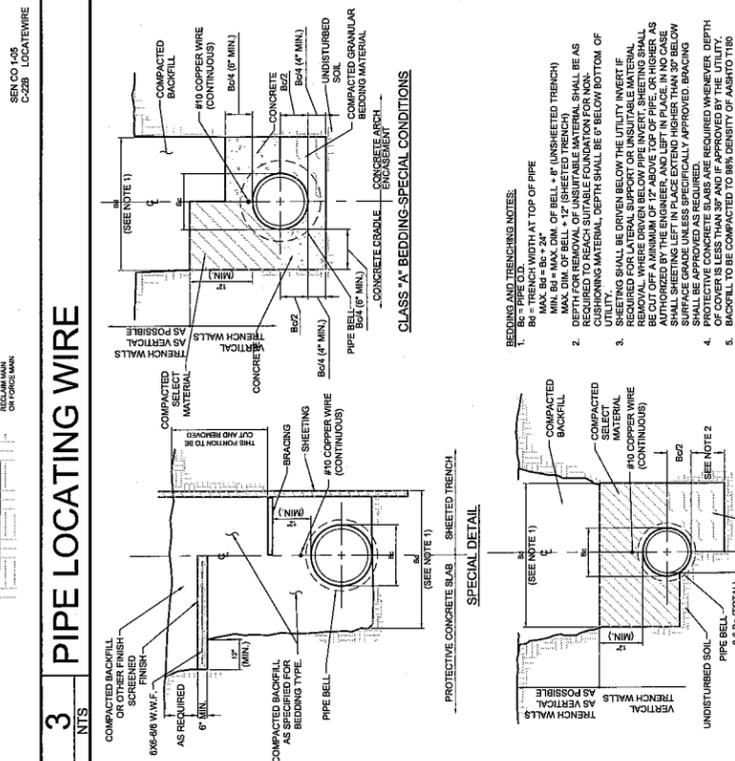
5 FIRE HYDRANT ASSEMBLY
NTS



4 VALVE & VALVE BOX DETAIL
NTS



3 PIPE LOCATING WIRE
NTS



2 PIPE BEDDING & TRENCHING DETAILS
NTS

REV.	DATE	BY	COMMENTS
0	07/08/08	BRP	ISSUED FOR PERMITTING
1	08/08/09	BRP	REVISIONS PER SEM COUNTY COMMENTS
2	10/16/09	BRP	REVISIONS PER SEM COUNTY COMMENTS

UTILITY DETAILS

MAITLAND BLVD PLAZA
ORANGE/SEMINOLE COUNTY, FLORIDA

TANNATH DESIGN, INC.
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(407) 982-9878
www.tannathdesign.com
FL CERT. OF AUTH. #27199

PROJECT #:	022-002
DATE:	09/10/08
SCALE:	NTS
DRAWN:	SCP
APPROVED:	BRP
SHEET NAME:	C-10
SHEET:	10 OF 11

NOTES:

- LOCATING WIRE SHALL BE INSTALLED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE.
- LOCATING WIRE SHALL BE INSTALLED AT 12\"/>

CLASS 'A' BEDDING-SPECIAL CONDITIONS

CLASS 'B' BEDDING-NORMAL CONDITIONS

NOTES:

- MAX. BELL WIDTH AT TOP OF PIPE SHALL BE 24\"/>

NOTES:

- HYDRANT TO BE LOCATED 3 TO 6 FEET FROM BACK EDGE OF CURB BETWEEN THE CURB AND SIDEWALK.
- HYDRANT BARRELS SHALL BE COATED WITH CHROME YELLOW SYNTHETIC ENAMEL.
- VALVE BOX SHALL BE SLOTTED TO ALLOW AIR TO ENTER AND ESCAPE.

NOTES:

- VALVE COVER TO BE ROUND AND MARKED WATER OR SEWER.
- VALVES SHALL NOT BE LOCATED IN STREET CURBS.
- VALVE BOXES SHALL BE PAINTED BLUE FOR WATER AND GREEN FOR SEWER.

NOTES:

- CONNECTION TO EXISTING MANHOLES SHALL BE COSE BORED.
- DROP CONNECTION SHALL BE REQUIRED WHENEVER AN INFLUENT SEWER IS LOCATED TWO FEET OR MORE ABOVE THE MAIN INVERT CHANNEL.

NOTES:

- POSITIVE DIELECTRIC CONNECTION SHALL BE MADE BETWEEN ALL GALVANIZED AND BRASS COMPONENTS.
- METER SHALL BE INSTALLED BETWEEN SIDEWALK AND CURB WHERE APPLICABLE, OR AT PROPERTY LINE AND IN NO CASE SHALL IT BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

NOTES:

- ALL PRE AND FITTINGS ABOVE GRADE SHALL HAVE FINISHED ENDS.
- THE CHECK VALVE ASSEMBLY SHALL BE REQUIRED ON NON-CORR. PIPES SPRINKLER PROTECTION SYSTEMS.

NOTES:

- TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
- THE DETAIL ABOVE IS TO BE USED FOR FILLING ANY NEW WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS.



Landscape Designs, LLC

Landscape Architecture
Site Planning

4465 Gabriella Lane
Winter Park, FL 32792
PH: (407) 484-3414
FX: (407) 671-1604

PROJECT AND OWNER

MAITLAND BOULEVARD PLAZA
Orange County/
Seminole County,
Florida

PARK PLAZA HOLDINGS, LLC
2949 W SR 494
Suite 300
Longwood, FL 32789
PH: (407) 686-4314

CONSULTANTS

LANDSCAPE ARCHITECT

CARL J. KELLY JR., RLA

REG. #: LA0001764

PROJECT NO.: PAR01.01
DESIGNED BY: CJK
DRAWN BY: CJK
CHECKED BY: CJK
DATE: 01/14/09

ISSUED FOR:

05/06/09-OC Comments
06/15/09-SC Submittal
09/04/09-SC Comments

DRAWING SCALE

0 FT 15 30 North
SCALE: 1"=30'-0"

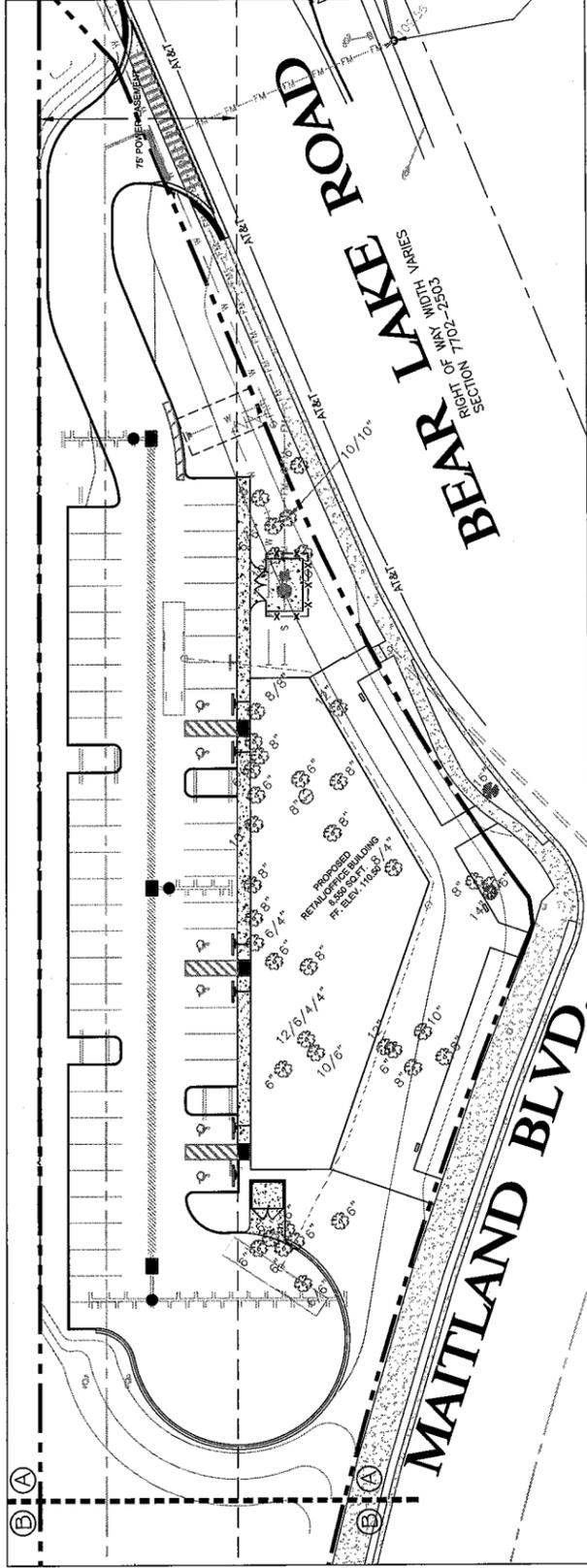
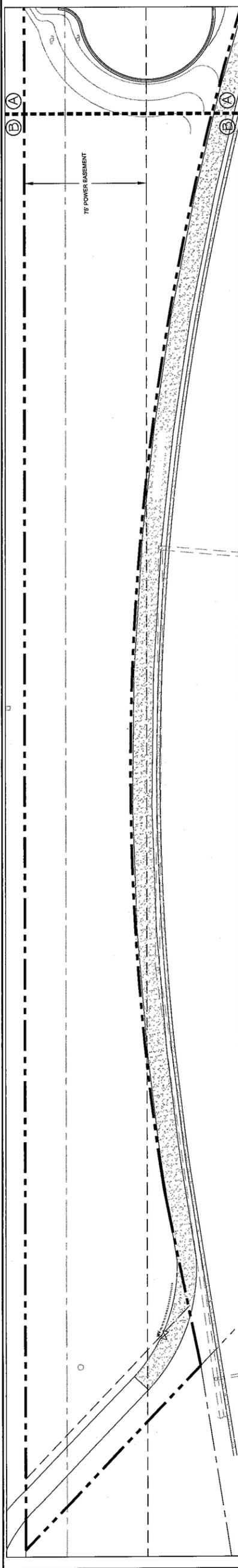
DRAWING TITLE

TREE REMOVAL PLAN

DRAWING NUMBER

LS-01

SHEET 01 OF 01



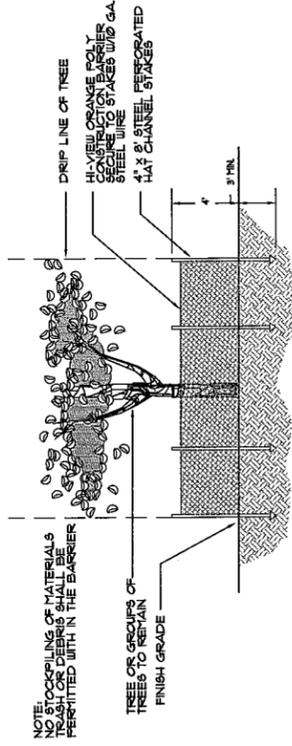
TREE REMOVAL: (NO TREES TO BE PRESERVED ON SITE)

TREES TO BE REMOVED		TREE REPLACEMENT STANDARDS	
DBH	QUANTITY	SIZE	QTY. OF TREES REMOVED
4"	4	3" - 1"	46
6"	20	1 1/2" - 2"	4
8"	5	2 1/2" - 3"	0
10"	1	3" - 4"	0
12"	3	TOTAL	50
TOTAL	50		

DBH TO BE REMOVED:
3 1/2" DBH
50 TREES
3750 GALLON DEFICIENCY

DBH TO BE PRESERVED:
100 TREES
10000 GALLON DEFICIENCY

ALL PROPOSED CANOPY/REPLACEMENT TREES ARE TO BE 100 GALLON CONTAINER TREES WITH 4" CALIPER TRUNKS TO MITIGATE TREE DEFICIENCY.



EXISTING TREE PROTECTION DETAIL
Scale: 1/4" = 1'-0"

PROPERTY APPRAISER ID NUMBER: 1821-28-300-010-0000 AND 2821-28-300-0880-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE FACILITY AS CONSTRUCTED WHICH RESULTS IN A FAILURE TO OBTAIN THE NECESSARY PERMITS AND/OR A PERMITS DENIAL. THIS APPROVAL DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR SHALL IT BE INTERPRETED AS SUCH. THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT
DATE



Landscapes, LLC
 Designs, LLC

■ Landscape Architecture
 ■ Site Planning

4465 Gabriella Lane
 Winter Park, FL 32792
 PH: (407) 484-3414
 FX: (407) 671-1604

PROJECT AND OWNER
MAITLAND BOULEVARD PLAZA
 Orange County/
 Seminole County,
 Florida

PARK PLAZA HOLDINGS, LLC
 2949 W SR 494
 Suite 300
 Longwood, FL 32799
 PH: (407) 688-4314

CONSULTANTS

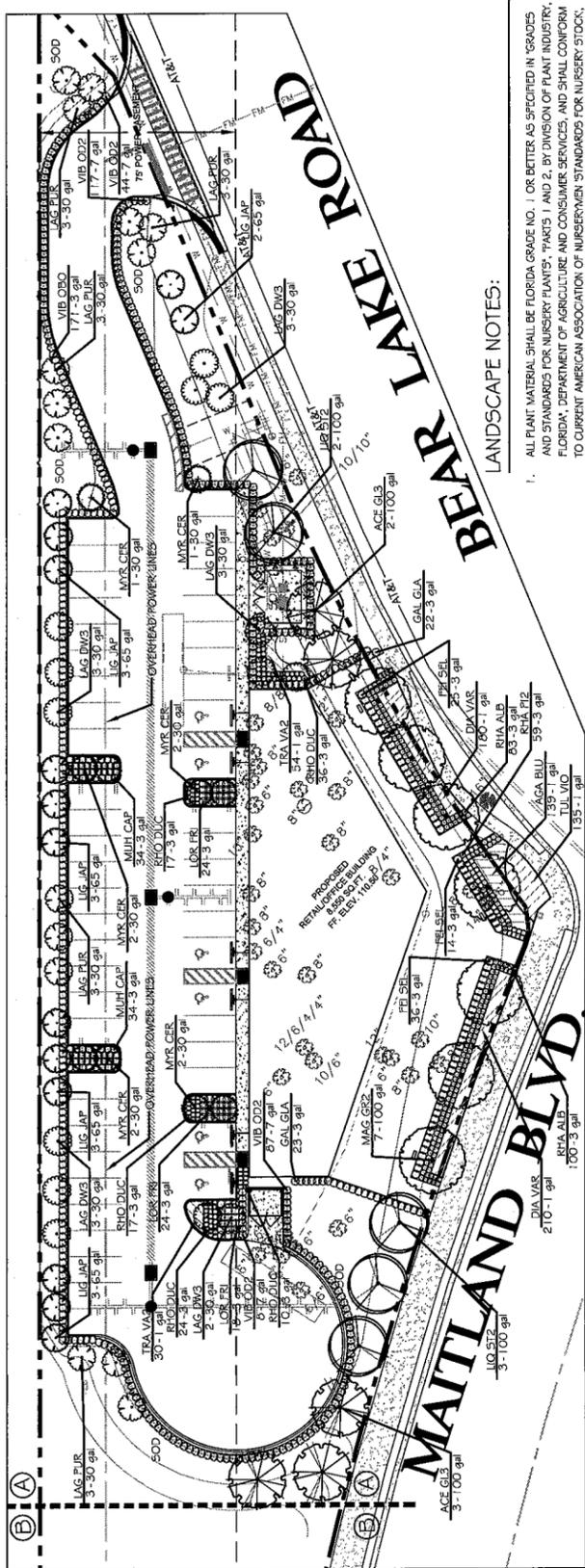
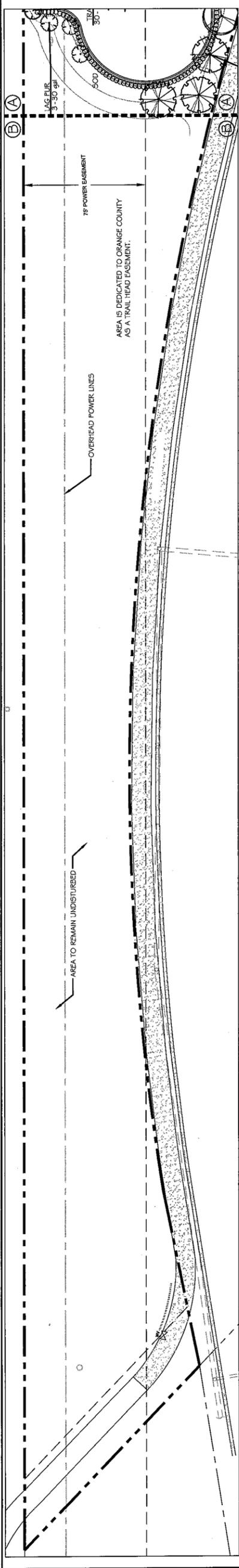
LANDSCAPE ARCHITECT
 CARL J. KELLY JR., RLA

REG.#: LAD001764
 PROJECT NO. PAR01.01
 DESIGNED BY CJK
 DRAWN BY CJK
 CHECKED BY CJK
 DATE 01/14/09
 ISSUED FOR:
 05/06/09-0C Comments
 06/15/09-0C Submittal
 09/04/09-0C Comments

DRAWING SCALE
 0 FT 16 30 North
 SCALE: 1"=30'-0"

DRAWING TITLE
LANDSCAPE SITE PLAN

DRAWING NUMBER
LS-02
SHEET 02 OF 02



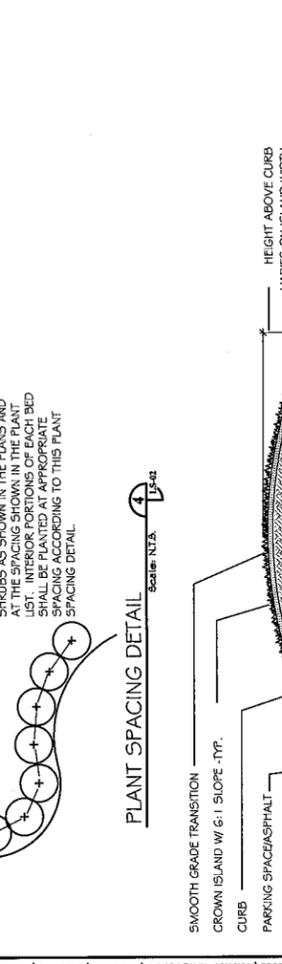
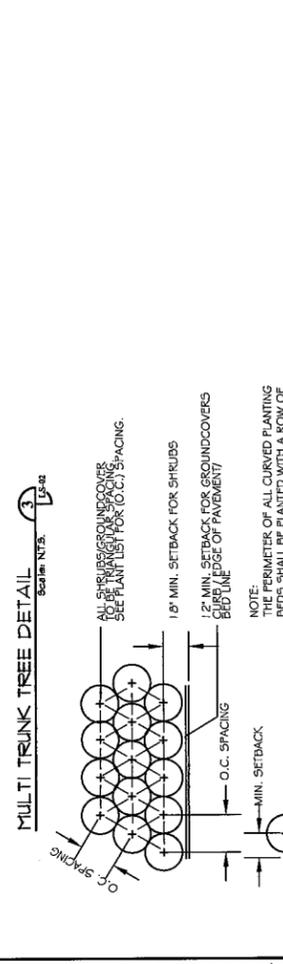
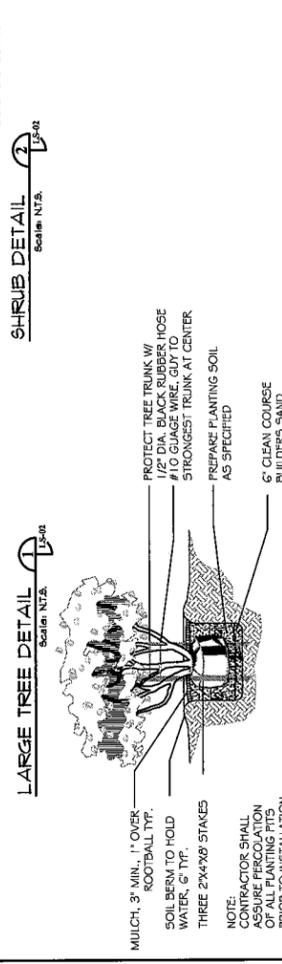
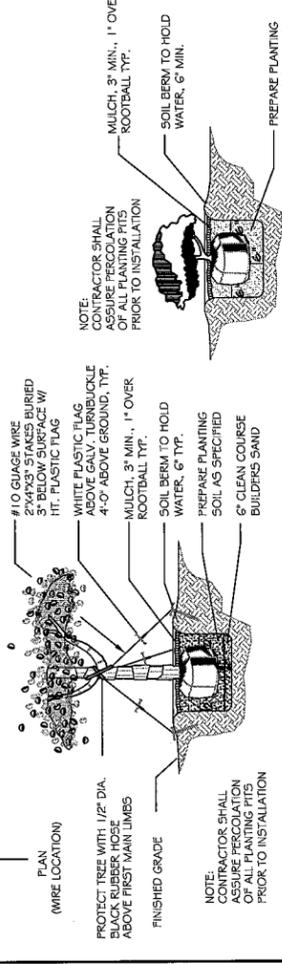
LANDSCAPE NOTES:

- ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS SPECIFIED IN 'GRADES AND STANDARDS FOR NURSERY PLANTS', PARTS 1 AND 2, BY DIVISION OF PLANT INDUSTRY, FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
- IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR OR OWNER REPRESENTATIVE, NOT THE LANDSCAPE ARCHITECT, FOR THE NURSERY SELECTION OF PLANT MATERIAL AND TO ENSURE THE HEALTH AND SAFETY OF ALL PLANTS SELECTED.
- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES, ORDINANCES AND LOCAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO PERFORM THE WORK.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS AND PROMPTLY REPORTING ALL DISCREPANCIES AND IMPROPER CONDITIONS (WEEDS, MUCK, DEBRIS, ECT) TO LANDSCAPE ARCHITECT PRIOR TO BIDDING. CONTRACTOR IS RESPONSIBLE FOR SOIL ANALYSIS PRIOR TO INSTALLATION OF PLANTINGS, AND IS RESPONSIBLE FOR ALL SOIL AMENDMENTS TO CONFORM TO SPECIFICATIONS.
- ALL TREES ON SITE SHOULD BE INSPECTED ANNUALLY AND AFTER ALL STORM EVENTS TO ENSURE THE HEALTH AND SAFETY OF ALL TREES.
- THE LANDSCAPE CONTRACTOR SHALL ACQUAINT HIMSELF WITH ALL CIVIL DRAWINGS AS THEY RELATE TO PAVING SITE GRADING, AND ALL UTILITIES, INCLUDING WATER, SEWER AND ELECTRICAL SUPPLY TO PRECLUDE ANY MISUNDERSTANDING AND ENSURE TROUBLE FREE INSTALLATION. THE EXACT LOCATION OF ALL EXISTING STRUCTURES, UNDERGROUND UTILITIES, EXISTING UNDERGROUND SPRINKLERS AND PIPES MAY NOT BE INDICATED ON DRAWINGS. THE CONTRACTOR SHALL CONDUCT HIS WORK IN A MANNER TO PREVENT INTERRUPTION OR DAMAGE TO EXISTING SYSTEMS WHICH MUST REMAIN OPERATIONAL. THE CONTRACTOR SHALL PROTECT UTILITY SERVICES WHICH MUST REMAIN OPERATIONAL AND SHALL BE RESPONSIBLE FOR THEIR REPLACEMENT IF DAMAGED BY HIM.
- ALL PLANTING BEDS SHALL RECEIVE A 3" LAYER (1" OVER FOOTBALL OF MINI FINE BARK NUGGET MULCH).
- PROJECT WILL BE 100% IRRIGATED WITH HEAD TO HEAD COVERAGE. SYSTEM WILL BE EQUIPPED WITH AN AUTOMATIC RAIN CUT-OFF SWITCH.
- IN THE EVENT OF A CONFLICT BETWEEN QUANTITIES ON THE PLANT LIST AND THE PLANS, THE PLAN SHALL TAKE PRECEDENCE.

PROPERTY APPRAISER ID NUMBER 18-21-28-300-010-0000 AND 28-21-28-300-080-0000
SEMINOLE COUNTY
 APPROVED FOR CONSTRUCTION
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PLANT SCHEDULE NOTE: THE HEIGHT OF TREES IS MEASURED AT ONE (1) FOOT ABOVE GROUND AT TIME OF PLANTING.

WATER USE	DECIDUOUS TREES	QTY	BOTANICAL	COMMON	CONT	SIZE	REMARKS
ACE GL3	5	5	Azadirachta indica 'October Glory', TM	'October Glory', Maple	100 gal	4" Cal 13'-15' HT.	
LIQ ST2	5	5	Liquidambar styraciflua	Sweet Gum	100 gal	4" Cal 15' HT.	
EVERGREEN TREES	14	14	Ligustrum japonicum	Japanese Privet	65 gal	2.5" Cal 6'-10' H	
MYR CER	10	10	Myrica caroliniana	Wax Myrtle	30 gal	2" Cal 8'-10' H	
FLOWERING TREES	15	15	Lagerstroemia indica 'Dwarf Purple'	Dwarf Purple Myrtle	30 gal	2.5" Cal 8'-10' H	
LAG PUR	14	14	Lagerstroemia indica 'Dwarf Red'	Dwarf Red Crape myrtle	30 gal	2.5" Cal 8'-10' H	
MAG GR2	7	7	Magnolia grandiflora	Southern Magnolia	100 gal	4" Cal 13'-14' 4" C.T., 5' C.S.	
SHRUBS	75	75	Ficus religiosa	Fig Tree	3 gal	30" ht. x 24"-30" spd., 30" O.C.	
GAL GLA	45	45	Galphimia glauca	Trinity	3 gal	24"-30" ht. x 24"-30" spd., 30" O.C.	
LOK FRI	66	66	Loropetalum chinensis var. nigrum 'Razzielbem'	Razzielbem Fringe Flower	3 gal	18"-24" ht. x 18"-24" spd., 24" O.C.	
RHA ALB	183	183	Raphanolepis indica 'Alba'	White Indian Hawthorn	3 gal	18"-24" ht. x 18"-24" spd., 24" O.C.	
RHA P2	59	59	Raphanolepis indica 'Princes'	Indian Hawthorne	3 gal	18"-24" ht. x 18"-24" spd., 24" O.C.	
RHO DUC	104	104	Rhododendron azalea 'Duc de Rohan'	Dwarf Pink Azalea	3 gal	18"-24" ht. x 18"-24" spd., 24" O.C.	
VIB ORO	171	171	Viburnum odoratissimum	Walter's Viburnum	3 gal	30" ht. x 24"-30" spd., 30" O.C.	
VIB ORO	256	256	Viburnum odoratissimum	Sweet Viburnum	7 gal	36" ht. x 30"-36" spd., 30" O.C.	
GRASSES	68	68	Muhlenbergia capillaris	Pink Maltby Grass	3 gal	24"-30" ht. x 24"-30" spd., 30" O.C.	
MULTI CAP	3	3			3 gal		
GROUND COVERS	139	139	Agapanthus africanus 'Blue'	Blue Lily of the Nile	1 gal @ 18" oc	12'-15" ht., 5-6 ppp., 18" O.C.	
AGA BLU	380	380	Dianella isanensis 'Variegata'	Variegated Dwarf Jasmine	1 gal @ 18" oc	4-5 ppp., 12' numbers, 18" O.C.	
TRA VA2	84	84	Trachelium asaticum 'Variegata'	Society Garlic	1 gal @ 18" oc	3-4 ppp., 18" O.C.	
TUL VIO	135	135	Tulbaghia violacea				
MISCELLANEOUS ITEMS							
MULCH							
SOD							





Landscapes, LLC

Landscaping Architecture
Site Planning

4465 Gabriella Lane
Winter Park, FL 32792
PH: (407) 484-3414
FX: (407) 671-1604

MAITLAND BOULEVARD PLAZA
Orange County/
Seminole County,
Florida

PARK PLAZA HOLDINGS, LLC
2949 W SR 494
Suite 300
Longwood, FL 32789
PH: (407) 686-4314

CONSULTANTS

LANDSCAPE ARCHITECT
CARL J. KELLY JR., RLA

REG.#: LA0001764
PROJECT NO: PAR01.01
DESIGNED BY: CJK
DRAWN BY: CJK
CHECKED BY: CJK
DATE: 01/14/09
ISSUED FOR: 09/09/08-08 Comments
06/15/09-09-SC Submittal
09/04/09-09-SC Comments

DRAWING SCALE
0 FT 16 30 North
SCALE: 1"=30'-0"

DRAWING TITLE
IRRIGATION
SITE PLAN

DRAWING NUMBER

IR-01

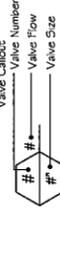
SHEET 01 OF 01

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	ARC	PSI	GPM	RADIUS
1	Rain Bird 1804-FRS 5 Series MFR Turf Spray, 4" pop-up with pressure regulator.	1	180	30	0.20	5'
41	Rain Bird 1804-FRS 8 Series MFR Turf Spray, 4" pop-up with pressure regulator.	41	180	30	0.52	8'
2	Rain Bird 1804-FRS 10 Series MFR Turf Spray, 4" pop-up with pressure regulator.	2	180	30	0.79	10'
5	Rain Bird 1804-FRS 15 Series MFR Turf Spray, 4" pop-up with pressure regulator.	5	180	30	1.05	15'
1	Rain Bird 1806-10 Series MFR Shrub Spray 6" pop-up	1	360	30	1.56	10'
11	Rain Bird 1806-10 Series MFR Shrub Spray 6" pop-up	11	180	30	0.79	10'
2	Rain Bird 1806-15 Series MFR Shrub Spray 6" pop-up	2	180	30	1.05	15'
1	Rain Bird 1806-15 Series MFR Shrub Spray 6" pop-up	1	120	30	1.23	15'
1	Rain Bird 1800-15 Strip Series Shrub Spray on fixed riser.	1	CST	30	1.21	4-30
2	Rain Bird 1800-15 Strip Series Shrub Spray on fixed riser.	2	E5T	30	0.61	4x15'
63	Rain Bird 1800-15 Strip Series Shrub Spray on fixed riser.	63	S5T	30	1.21	4-30
4	Rain Bird 1800-8 Series MFR Shrub Spray on fixed riser.	4	90	30	0.26	8'
26	Rain Bird 1800-10 Series MFR Shrub Spray on fixed riser.	26	180	30	0.79	10'
8	Rain Bird 1800-10 Series MFR Shrub Spray on fixed riser.	8	90	30	0.39	10'
2	Rain Bird 1800-15 Series MFR Shrub Spray on fixed riser.	2	180	30	1.05	15'
7	Rain Bird 1800-15 Series MFR Shrub Spray on fixed riser.	7	90	30	0.92	15'
1	Rain Bird 1800-15 Series MFR Shrub Spray on fixed riser.	1	120	30	1.23	15'
17	Rain Bird 1800-1400 Flood Feed Bubbler on fixed riser.	17	360	30	0.25	1'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
6	Rain Bird 3504-PC-SAM (2) Turf Rotor, 4" pop-up, adjustable and full circle, with check valve	6	25	0.54	15'
12	Rain Bird 3504-PC-SAM (2) Turf Rotor, 4" pop-up, adjustable and full circle, with check valve	12	25	0.77	20'
3	Rain Bird 3504-PC-SAM (2) Turf Rotor, 4" pop-up, adjustable and full circle, with check valve	3	25	1.06	23'
17	Rain Bird 3504-PC-SAM (2) Turf Rotor, 4" pop-up, adjustable and full circle, with check valve	17	25	1.40	27'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
7	Hunter-ICV-FS-AS Electric Remote Control Valve, 220 per rated plastic globe valve, filter screen, Accu-Set pressure regulation.	7
1	Intrint MC-8Plus-B Solid-State Controller, 8 stations, outdoor model, with steel locking cabinet	1
1	Hunter MINI-CLK Water Meter, 1" Potable Water Meter	1
1	Ingration Lateral Line, Polyethylene and PVC Class 200	3,609 L.F.
1	Ingration Manifolds, PVC Class 200 SDR 21	1,269 L.F.
1	Pipe Sleeves, PVC Schedule 40	189 L.F.



- NOTES:
1. ALL PIPE SIZES SHALL NOT EXCEED A VELOCITY OF 5 FT/SEC.
 2. USE 3/4" RISERS IN SHRUB BUBBLERS
 3. USE 1/2" RISERS IN SHRUB BUBBLERS
 4. ALL HEADS SHALL BE MIN. 4" FROM PAVED SURFACES
 5. USE PRESSURE COMPENSATING SCREENS (RAIN BIRD PCS-090) ADJUST NOZZLE RADIUS WHERE NECESSARY

PROPERTY APPRAISER ID NUMBER: 18-21-28-300-010-0000 AND 28-21-28-300-089-0000

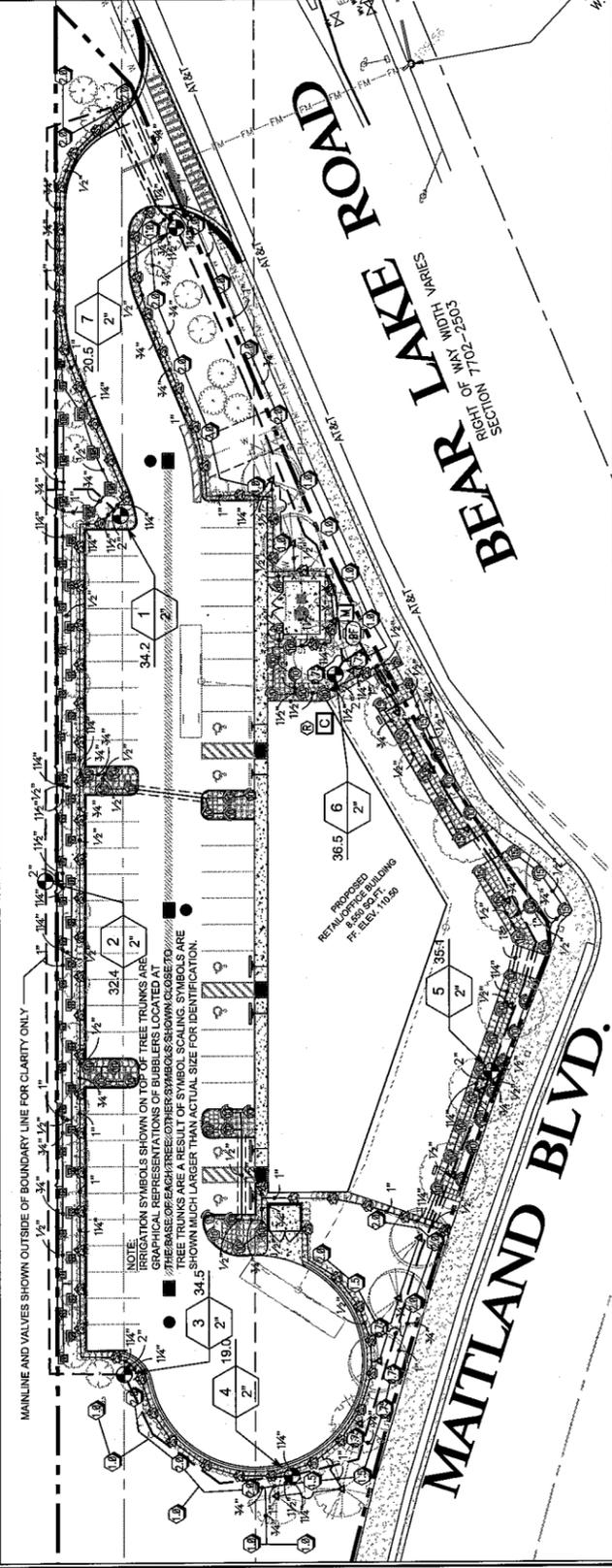
SEMINOLE COUNTY

APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULTS IN A FAILURE TO OBTAIN THE NECESSARY PERMITS AND APPROVALS. THE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR SHALL IT BE INTERPRETED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.

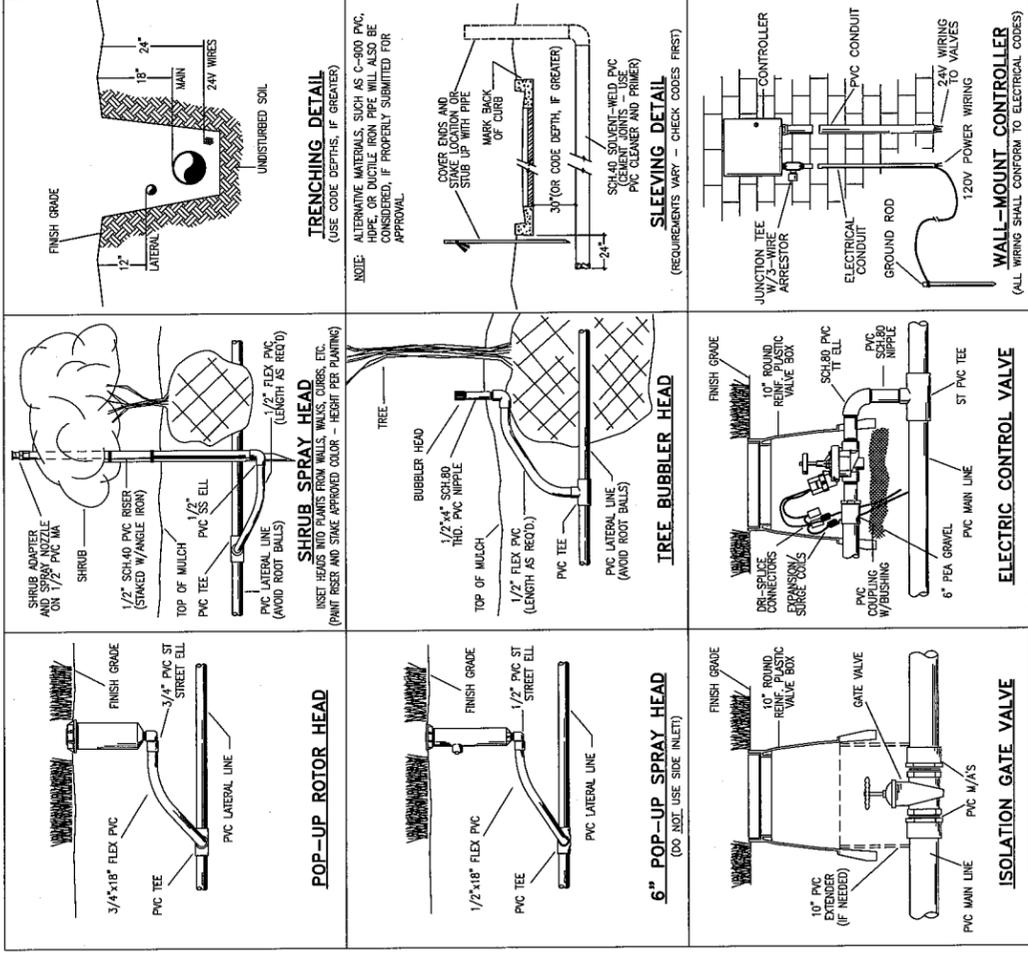
SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

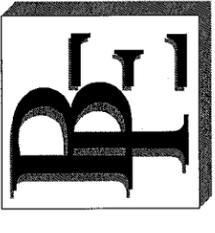
DATE



GENERAL NOTES

- 1) THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMMATIC, AS IT MAY NOT BE POSSIBLE TO ACCURATELY DEPICT THE EXACT LOCATIONS FOR ALL MATERIAL OR ANTICIPATE THOSE IN-FIELD VARIATIONS WHICH MAY REQUIRE ADJUSTMENT ON SITE. THE INSTALLER SHALL BE EXPECTED TO MAKE MINOR MODIFICATIONS WHICH MAY BE NECESSARY TO MAINTAIN COMPLETE AND ACCURATE COVERAGE, WITHOUT DEVIATION FROM THE DESIGN CONCEPTS OR INTENT. THE FINAL LOCATIONS OF ALL MAJOR EQUIPMENT, SUCH AS CONTROLLERS, VALVES, SUPPLY CONNECTIONS, MANILINES, ETC. SHALL BE DETERMINED IN THE FIELD, USING THE DRAWINGS AS A GUIDE, AND APPROVED PRIOR TO INSTALLATION.
- 2) ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVALUING CODES AND REGULATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PRESCRIPTIONS OF THE DOCUMENTS TO WHICH THIS SYSTEM HAS BEEN REFERENCED FOR VERIFICATION AND CONFORMANCE TO THE PARTICULAR CODES FOR THIS LOCATION SHALL REMAIN SOLELY THAT OF THE INSTALLER. THE INSTALLER SHALL OBTAIN ANY NECESSARY LOCATES, PERMITS AND INSPECTIONS.
- 3) ALL WORK SHALL BE CLOSELY COORDINATED WITH THAT OF OTHER TRADES, IN ORDER TO AVOID CONFLICTS. THE INSTALLATION SHALL BE COORDINATED WITH ALL NEW AND EXISTING IMPROVEMENTS, AND WITH THE ACTUAL BEDLINES, 300 LIMITS AND PLANT LOCATIONS.
- 4) ALL MATERIAL AND LABOR REQUIRED TO PROVIDE A COMPLETE, OPERATIONAL, AND FULLY GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE WORK, WHETHER OR NOT THEY ARE SPECIFICALLY INDICATED IN THE DOCUMENTS.
- 5) UNLESS SPECIFICALLY STATED IN THE DOCUMENTS, ALL MANILINE PIPING AND WIRING PASSING UNDER PAVED SURFACES SHALL BE SLEAVED WITH SCH 40 PVC, SIZED TO FIT THE UNDERLYING PIPING PASSING UNDER THEREIN, BEARING IN MIND THAT UNDER SURFACES SHALL BE 5" IN WIDTH OR GREATER, SHALL BE SLEAVED IN A SIMILAR MANNER. IT SHALL BE ASSUMED THAT ALL SLEAVING IS TO BE PART OF THIS WORK. UNLESS SPECIFICALLY EXCEPTED IN THE DOCUMENTS, ANY NEEDED SLEAVES WHICH ARE UNUSABLE OR CANNOT BE FOUND SHALL BE REPORTED IMMEDIATELY TO THE PROJECT MANAGER. ROADWAY/DRIVEWAY SLEAVES ARE SHOWN ON THIS DRAWING. SIDEWALK SLEAVES ARE NOT SHOWN, BUT ARE UNDERSTOOD.
- 6) CONTROL WIRING SHALL BE ROUTED WITH THE MANILINE WHEREVER POSSIBLE. LOW-VOLTAGE WIRING SHALL BE #14-1 PVC JACKETED, SINGLE CONDUCTOR CABLE, COLORED RED FOR "HOT" WIRES, WHITE FOR VALVE COMMON, AND BLUE FOR SPARES, A MINIMUM OF TWO OF WHICH SHALL BE RUN FROM THE CONTROLLER LOCATION TO THE FARTHEST ZONE VALVE IN EACH DIRECTION. WIRES SHALL BE INSTALLED WITH ADEQUATE SLACK AND SURGE-EXPANSION LOOPS, AND SHALL BE SPICED ONLY IN VALVE BOXES, USING SPREADS "DR-SPLICE" WIRE CONNECTORS AND SEALANT, OR OTHER WATERPROOF TYPE, IF PRIOR APPROVAL IS OBTAINED.
- 7) ALL HEADS SHALL BE OF THE PROPER TYPE FOR THE PLANT MATERIAL WHERE LOCATED, AND SHALL BE INSTALLED IN THE PRESCRIBED MANNER, PLUMB, AND WITH THE PROPER HEIGHT WITH RESPECT TO GRADE AND PLANT HEIGHT. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED WITH ADEQUATE AND UNIFORM CLEARANCES FROM ALL PAVING, CURBS, SIDEWALKS, WALLS, AND OTHER OBSTACLES, SO THAT DAMAGE TO EQUIPMENT DOES NOT OCCUR DURING LANDSCAPE MAINTENANCE OPERATIONS. ALL SPRINKLERS SHALL BE ADJUSTED TO OBTAIN MAXIMUM COVERAGE OF PLANT MATERIAL, WHILE MINIMIZING OVERSPRAY ONTO WINDOWS OR WALLS, OR OTHER IMPERVIOUS SURFACES, PARTICULARLY WOODWORK AND/OR TRIM. THE INSTALLER SHALL UTILIZE SUITABLE PRESSURE-COMPENSATING SCREENS OR ADJUSTABLE ARC NOZZLES WHERE REQUIRED TO ACHIEVE MAXIMUM COVERAGE CONTROL.
- 8) RISER-MOUNTED HEADS SHALL BE INSTALLED AT A LOCATION INSET INTO THE FIRST ROW OF PLANT MATERIAL, SO THAT THE RISERS ARE PROTECTED AND CONCEALED BY THE PLANTS. RISERS AND STANIS SHALL BE PAINTED A DURABLE FLAT COLOR TO BE AGREED UPON BY THE PARTIES.
- 9) EACH CONTROLLER SHALL REQUIRE A STANDARD 120-VAC POWER FEED, WHICH SHALL BE COORDINATED AND HOOKED UP BY THE INSTALLER OR HIS DESIGNATED ELECTRICIAN. A 3-WIRE POWER INPUT SURGE ARRESTOR SHALL BE PROVIDED ON THE POWER FEED, AND A DEDICATED GROUND ROD OR RODS SHALL BE INSTALLED, WHICH PROVIDE A RESISTANCE OF NO GREATER THAN 10 OHMS TO EARTH.
- 10) EACH CONTROLLER SHALL BE EQUIPPED WITH A PROPERLY LOCATED AND INSTALLED RAIN SHUTOFF DEVICE (MINI-CLK II), WHICH SHALL BE LOCATED IN SUCH A MANNER SO THAT IT IS UNOBSERVED AND DIRECTLY EXPOSED TO NATURAL RAINFALL AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM ROOFS, ETC.
- 11) THE MINIMUM SUPPLY REQUIREMENT FOR THE SYSTEM AS DESIGNED IS 38 GPM AT 55 PSI
- 12) THE INSTALLER SHALL BE EXPECTED TO BE FAMILIAR WITH AND FOLLOW THE INSTRUCTIONS SPECIFICATIONS, SHOULD A CONFLICT BE DISCOVERED WITHIN THE DOCUMENTS, HE SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER AND REQUEST CLARIFICATION.





BRIAN T BUHOLTZ, PE
ENGINEERING, INC.
110 S. MAGNOLIA AVE., SANFORD, FL 32711
PH 407-330-4848 FX 407-330-4688
CA 00009600

MAITLAND BLVD & BEAR LAKE RD
MAITLAND BLVD PLAZA
ORANGE/SEMINOLE COUNTY, FLORIDA

These Plans And Designs Shown Hereon Remain
The Property Of Brian T. Buholtz, P.E.
Their Use Without Written License Is Prohibited

Brian T Buholtz, PE
CA# 57979

REVISIONS:

Rev. #	Date	Description
1	01.20.09	
2	JAA	
3	BTB	
4	BTB	
5	09102-00	

TITLE
SITE LIGHTING
PHOTOMETRIC PLAN

DRAWING NO.
E1.1

PD LAND USE PERMIT DOCUMENTS

PHOTOMETRIC SYMBOL LEGEND

ZONE SYM.	DESCRIPTION
1	PARKING AREA
2	PROPERTY LINE (commercial)
3	GENERAL AREA (not included in codes)

MARK SYM.	DESCRIPTION
A	POLE MOUNTED, SHOE-BOX TYPE FIXTURE, FULL CUT-OFF, TYPE 3 DIST.
B	POLE MOUNTED, SHOE-BOX TYPE FIXTURE, FULL CUT-OFF, TYPE 3 DIST, W/HISS
C	PERFORMANCE WALL SOURCE TYPE FIXTURE, FULL CUT-OFF

GENERAL NOTES: PHOTOMETRICS

- THIS DRAWING IS INTENDED TO ILLUSTRATE THE PHOTOMETRIC RESULTS OF THE PROPOSED LIGHTING SYSTEM FOR THE NEW PARKING AND ASSOCIATED ROADWAY AREAS. THE CALCULATED LIGHTING LEVELS FOR THE PARKING AND ROADWAY AREAS, INCLUDING THE ASSOCIATED SPILL LIGHTING EXTENDING TO THE ADJACENT PROPERTY LINES AND BEYOND. THIS DOCUMENT IS NOT INTENDED FOR CONSTRUCTION AND/OR INSTALLATION PURPOSES.
- PROPOSED LIGHTING SYSTEM AND ASSOCIATED PHOTOMETRIC RESULTS HAVE BEEN PREPARED IN ACCORDANCE WITH THE IESNA (IESNA NINTECH EDITION) REQUIREMENTS ESTABLISHED BY THE IESNA (IESNA NINTECH EDITION).
- CALCULATED LIGHT LEVELS ARE BASED ON SPECIFIC LUMINAIRE INSTALLATION, LIGHTED AREA GEOMETRY, AND ANY OBSTRUCTIONS IN THE LIGHTED AREA MAY PRODUCE DIFFERENT RESULTS FROM THOSE VALUES PREDICTED ON THESE PLANS. RESULTS FROM MANUFACTURER'S LUMINAIRE OUTPUT, LUMINAIRE MANUFACTURE WILL AFFECT RESULTS.
- PROPERTY LINES - IT IS ASSUMED THAT ALL ADJACENT PROPERTIES ARE ZONED RESIDENTIAL UNLESS PROPERTY LINE ADJUTS AN OBVIOUS ROADWAY OR IS OTHERWISE NOTED.
- REFERENCE CIVIL ENGINEERING PLANS FOR PROPERTY LOCATION, STREET NAMES, PARCEL NUMBERS, ETC.
- LIGHTING CALCULATIONS BASED ON THE LIGHTING FIXTURE AS SCHEDULED, LLF .72, AND UTILIZING A 10'x10' GRID WITH THE WORK/ILLUMINATED SURFACE/Z' AT 0'-0".

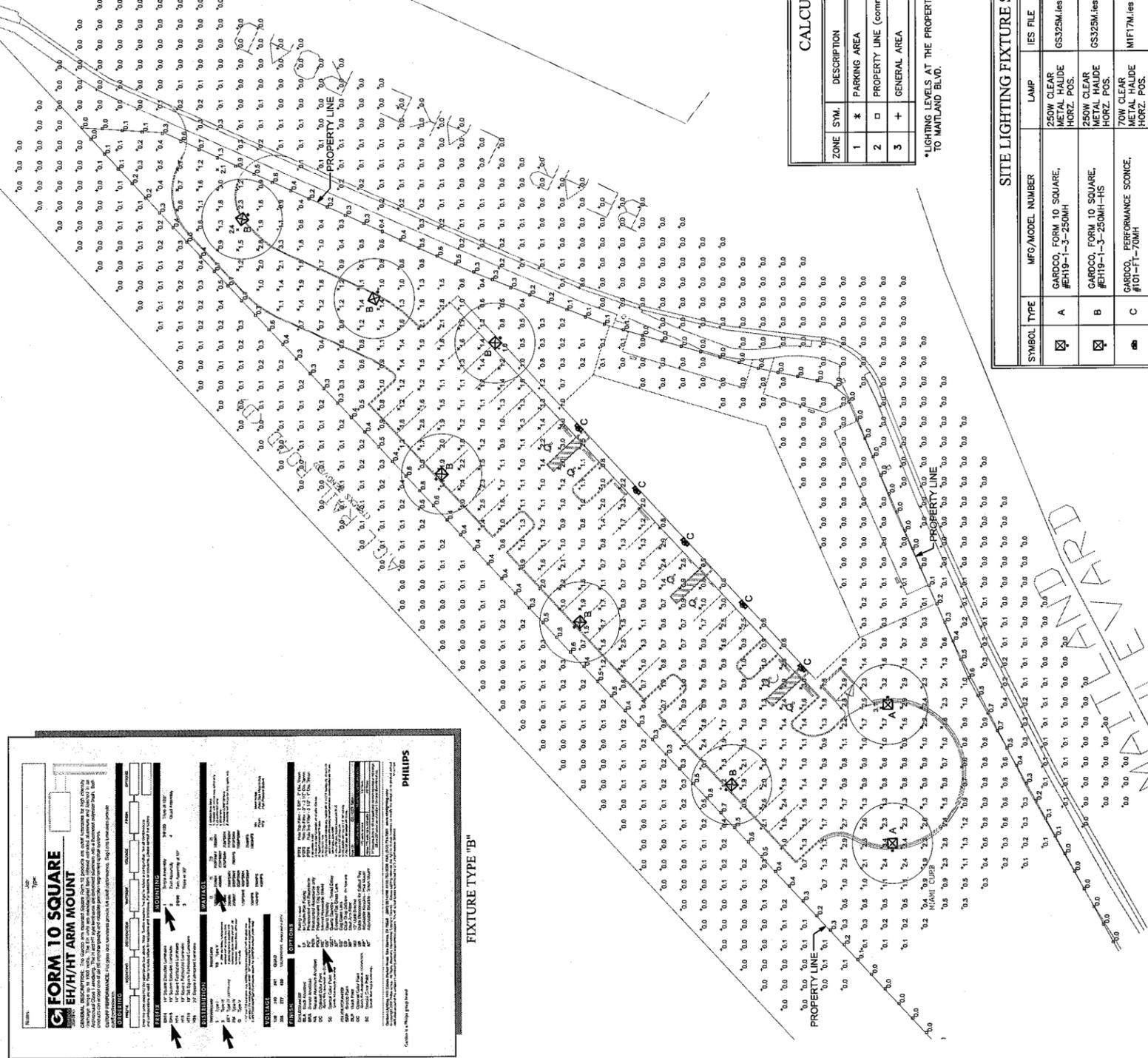
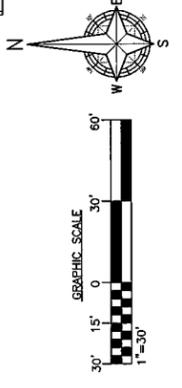
CALCULATION ZONE STATISTICS

ZONE SYM.	DESCRIPTION	AVERAGE	MAX	MIN.	MAX/MIN	AVG/MIN
1	PARKING AREA	1.4 fc	3.2 fc	0.6 fc	10.3:1	4.0:1
2	PROPERTY LINE (commercial)	0.3 fc	+1.3	0.0 fc	N/A	N/A
3	GENERAL AREA	0.5 fc	3.4 fc	0.0 fc	N/A	N/A

*LIGHTING LEVELS AT THE PROPERTY LINE IN EXCESS OF 1.0 FC EXIST ONLY AT THE ENTRANCE/EXIT TO MAITLAND BLVD.

SITE LIGHTING FIXTURE SCHEDULE

SYMBOL	TYPE	MFG/MODEL NUMBER	LAMP	IES FILE	MTG	REMARKS
A	☒	GARCOO, FORM 10, SQUARE, #RH19-1-3-250MH	250W CLEAR METAL HALIDE HORZ. POS.	GS325M.ies	POLE MTD #20	SHOE-BOX TYPE FIXTURE, FULL CUT-OFF, TYPE III DISTRIBUTION, FLAT GLASS LENS, POLE MTD @ 20' A.F.G.
B	☒	GARCOO, FORM 10, SQUARE, #RH19-1-3-250MH-HS	250W CLEAR METAL HALIDE HORZ. POS.	GS325M.ies	POLE MTD #20	SHOE-BOX TYPE FIXTURE, FULL CUT-OFF, TYPE III DISTRIBUTION W/ HOUSE SIDE SHIELD, FLAT GLASS LENS, POLE MTD @ 20' A.F.G.
C	☒	GARCOO, PERFORMANCE SOURCE, #101-F1-70MH	70W CLEAR METAL HALIDE HORZ. POS.	MIF7M.ies	SURF MTD ON WALL	PERFORMANCE WALL SOURCE TYPE FIXTURE, FULL CUT-OFF, FLAT GLASS LENS, FORWARD THROW DISTRIBUTION



FORM 10 SQUARE EH/HT ARM MOUNT

PHILIPS

GENERAL DESCRIPTION: The design and mounting details shown on this drawing are subject to change without notice. The design and mounting details shown on this drawing are subject to change without notice. The design and mounting details shown on this drawing are subject to change without notice.

FIXTURE TYPE "B"

FORM 10 SQUARE EH/HT ARM MOUNT

PHILIPS

GENERAL DESCRIPTION: The design and mounting details shown on this drawing are subject to change without notice. The design and mounting details shown on this drawing are subject to change without notice. The design and mounting details shown on this drawing are subject to change without notice.

FIXTURE TYPE "A"

100 LINE 101 PERFORMANCE SOURCE

PHILIPS

GENERAL DESCRIPTION: The design and mounting details shown on this drawing are subject to change without notice. The design and mounting details shown on this drawing are subject to change without notice. The design and mounting details shown on this drawing are subject to change without notice.

FIXTURE TYPE "C"

BEAR LAKE PLAZA PCD DEVELOPER'S COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On January 12, 2010 the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

1. LEGAL DESCRIPTION

This document addresses development within the legal description attached hereto as Exhibit A (the "Property").

The Final Site Plan, a reduced copy of which is attached hereto as Exhibit B has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement.

2. PROPERTY OWNER

The Property owner is: Maitland-Bear Lake Plaza Properties, LLC
c/o George Donovan
2949 W. State Road 434, Ste 300
Longwood, FL 32799

3. STATEMENT OF BASIC FACTS

1. Total Acreage: 3.08 acres
2. Zoning: PCD
3. Future Land Use: COM
4. Total Density: 8,550 Maximum Building Square Footage
5. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.
6. The owner of the Property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the aforescribed Property.

4. LAND USE BREAKDOWN

<u>LAND USE</u>	<u>AREA (ACRES)</u>	<u>PERCENT</u>
ROAD RIGHT-OF-WAY	N/A	
OPEN SPACE/ LANDSCAPE BUFFER	2.26 AC	73.38%
RETENTION SPACE	N/A	
BUILDING	0.20 AC	6.37%
PAVEMENT	0.62 AC	20.25%
<u>TOTAL AREA</u>	<u>3.08 AC</u>	<u>100.00%</u>

5. OPEN SPACE CALCULATIONS

Open Space shall be provided as required per the Seminole County Land Development Code, at a minimum of 25% in the form of uplands throughout the entire site.

Total Land Area: 3.08 AC
Open Space Required: 25% = 0.77 AC
Open Space Provided: 73.38% = 2.26 AC

6. BUILDING SETBACKS

Minimum Building Setbacks from the property boundaries shall be as follows:

Side (West): 25'
Front (South): 40'
Side (East): 25'
Rear (North): 25'

7. PERMITTED USES

Veterinary Service, Travel Agencies, Ticket Agencies, Cellular Phone Sales, Paint/Wallpaper Stores, Hardware Stores, Convenience Food Stores, Grocery Stores, Retail Bakery Shops, Clothing Stores, Furniture Stores, Restaurants, Drug Stores, Book Stores, Office Supplies, Stationary Stores, Jewelry Stores, Banks, Real Estate Offices, Laundry/Dry Cleaning Retail, Beauty Shop, Quick Print, Dentists, Watch/Clock Repair, Dance Schools, and Engineering Offices.

Special Exception Uses: Liquor Stores, Cocktail Lounges, Pubs & Bars with separate approval.

8. LANDSCAPE & BUFFER CRITERIA

1. Landscape buffer widths along the property boundaries shall be as follows:

West: 10'
East: 10'
South: 10'
North: 10'/3' (See below)

2. 10' Landscape Buffer around perimeter with the exception of the Access road which is 3' to allow maximum spacing of the driveway from the intersection of Maitland Blvd & Bear Lake Road.
3. Seminole County ROW buffer Area shall consist of 4 Canopy Trees per 100' with a 36" continuous hedge along Bear Lake Road.
4. Seminole County Trail buffer area shall consist of 6 understory trees per 100' of frontage and a 30" continuous hedge along the proposed trail. The area along the driveway that doesn't allow room for the trees, a 36" opaque hedge shall be planted.
5. All landscape buffers and common areas shall be maintained by the Property Owner.

7. Billboards and pole signs shall be prohibited for this development.

9. **DEVELOPMENT COMMITMENTS**

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

1. The development of the Property shall comply with the Final Site Plan, attached hereto as Exhibit "B".
2. The maximum allowable building height shall be 35'.
3. The minimum number of allowable parking spaces provided shall be 34.
4. The Property shall be developed in one (1) phase.
5. All sidewalks internal to the site shall be a minimum of 5' in width.
6. Hours of operation for this development shall be from 7 AM till 11 PM. All deliveries shall occur between the hours of 11 PM till 7 AM.
7. All outdoor seating and associated uses shall only be permitted on the east side of the building.

11. **PUBLIC FACILITIES**

WATER:

Water service shall be provided by Seminole County.

SANITARY SEWER:

Sewer service shall be provided by Seminole County.

STORM DRAINAGE:

Storm water drainage treatment and storage for the 100 year storm are to be provided on-site according to Seminole County and the St. Johns River Water Management District ERP regulations.

FIRE PROTECTION:

Fire protection shall be provided by Seminole County.

12. **STANDARD COMMITMENTS**

- a. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.
- b. The conditions upon which the Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Owner of the Property.
- c. This Agreement touches and concerns the Property, and the conditions, commitments and provisions of the Agreement shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner of the property has expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.
- d. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.

has expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.

- d. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.
- e. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
- f. The Owner of the Property has expressly agreed to be bound by and subject to the development conditions and commitments stated above and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the Property.

13. INTERPRETATION: RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order, the terms of the Developer's Commitment Agreement shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: _____
Bob Dallari, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, George Donovan, Registered Manager for Maitland-Bear Lake Plaza Properties, LLC, on behalf of themselves and their heirs, successors, assigns and transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Agreement.

WITNESSES:

Print Name: _____

By: _____

George Donovan
Registered Manager

WITNESSES:

Print Name: _____

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared George Donovan, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2010.

Notary Public, in and for the County and State Aforementioned
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST $\frac{1}{4}$, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMIOLE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, (LESS PART WEST OF THE A.C.L. RAILROAD) AND (LESS PART TAKEN FOR RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5002, PAGE 13) AND (LESS PART LYING SOUTHEASTERLY OF MAITLAND BOULEVARD EXTENSION), OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN ORANGE COUNTY, FLORIDA

EXHIBIT "B"

FINAL SITE PLAN

(See Attached Pages)

MAITLAND BLVD PLAZA CONSTRUCTION PLANS

Maitland Blvd & Bear Lake Rd
Orange/Seminole County, Florida
Parcel ID # 30-21-29-0000-00-031(OC),
19-21-29-300-0110-0000 (SC), 20-21-29-300-0080-0000 (SC)

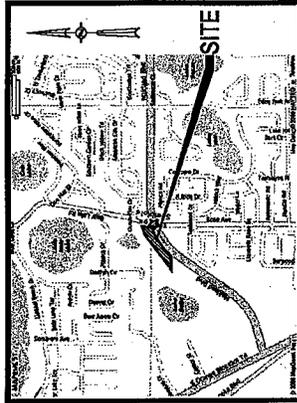
PREPARED FOR:
Park Plaza Holdings, LLC
2949 W SR 434 Suite 300
Longwood, FL 32799
(407) 696-4314
CONTACT: George Donovan

ENGINEER:
TAINNATH DESIGN, INC.
2404 ROSE SPRING DRIVE
ORLANDO, FL 32825
(407) 862-8678
CONTACT: Bryan Potts, P.E.

SURVEYOR:
ALTIMONTE SURVEYING AND
PLATTING, INC.
432 DOUGLAS AVE. SUITE 1505F
ALTIMONTE SPRINGS, FL 32714
(407) 862-7555
CONTACT: Michael W. Solitto, PSM

LANDSCAPE:
LANDSCAPE DESIGNS, LLC
4465 GABRIELLA LANE
WINTER PARK, FL 32782
(407) 494-3414
CONTACT: Carl J. Kelly, Jr.

GEOTECHNICAL:
UNIVERSAL ENGINEERING SCIENCES
3532 MAGGIE BOULEVARD
ORLANDO, FL 32811
(407) 422-4504
CONTACT: Ken Davick, M.S., P.G.



LOCATION SKETCH

INDEX OF DRAWINGS	
C-1	1 COVER SHEET
C-2	2 EXISTING SITE CONDITIONS
C-3	3 SITE PLAN
C-4	4 EROSION CONTROL PLAN
C-5	5 DRAINAGE PLAN
C-6	6 UTILITY PLAN
C-7	7 OFFSITE UTILITY PLAN
C-8	8 STORAGE/PLAN DETAILS AND SPECIFICATIONS
C-9	9 PAVING DETAILS
C-10	10 LIFT STATION DETAILS
C-11	11 LIFT STATION DETAILS
LANDSCAPE	
LS-01	1 TREE REMOVAL PLAN
LS-02	2 LANDSCAPE SITE PLAN
IR-01	3 IRRIGATION SITE PLAN
SITE LIGHTING	
EL-1	1 SITE LIGHTING PHOTOMETRIC PLAN

GENERAL NOTES:
1. ALL WALLS WILL REQUIRE SEPARATE BUILDING PERMIT.
2. THE PROJECT IS REQUIRED TO OBTAIN AN NPDES PERMIT THROUGH FDEP.

REV	DATE	BY	COMMENTS
1	08/08/08	BRP	ISSUED FOR PERMITTING
2	08/08/08	BRP	REVISION PER ORANGE COUNTY COMMENTS
3	08/08/08	BRP	REVISION PER SEMINOLE COUNTY COMMENTS
4			
5			
6			

COVER SHEET TAINNATH DESIGN, INC. 2404 ROSE SPRING DRIVE ORLANDO, FLORIDA 32825 (407) 862-8678 WWW.TAINNATHDESIGN.COM FL. CERT. OF A/E/ITL #27189	DATE 08/08/08 PROJECT # 025-002 SCALE: NTS DRAWN: GCP APPROVED: BRP SHEET NAME: C-1 SHEET: 1 OF 11
--	--

MAITLAND BLVD PLAZA
ORANGE/SEMINOLE COUNTY, FLORIDA

PROPERTY APPROVED TO BE BUILT: 30-21-29-0000-00-031(OC) AND 19-21-29-300-0110-0000 (SC)
 APPROVED FOR CONSTRUCTION
 THE APPLICANT IS SUBJECT TO ANY AND ALL COMMENTS TO THE SPECIAL AGREEMENT BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA AND THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA. THE APPLICANT AGREES TO COMPLY WITH ALL COMMENTS AND CONDITIONS OF THE SPECIAL AGREEMENT AND TO OBTAIN ALL NECESSARY PERMITS FROM THE APPLICABLE GOVERNMENT AGENCIES. THE APPLICANT AGREES TO HOLD THE SPECIAL AGREEMENT IN FULL FORCE AND EFFECT FOR THE TERM OF THE SPECIAL AGREEMENT AND TO WAIVE ANY RIGHTS OF THE APPLICANT TO REVOKE OR REScind THE SPECIAL AGREEMENT. THE APPLICANT AGREES TO HOLD THE SPECIAL AGREEMENT IN FULL FORCE AND EFFECT FOR THE TERM OF THE SPECIAL AGREEMENT.

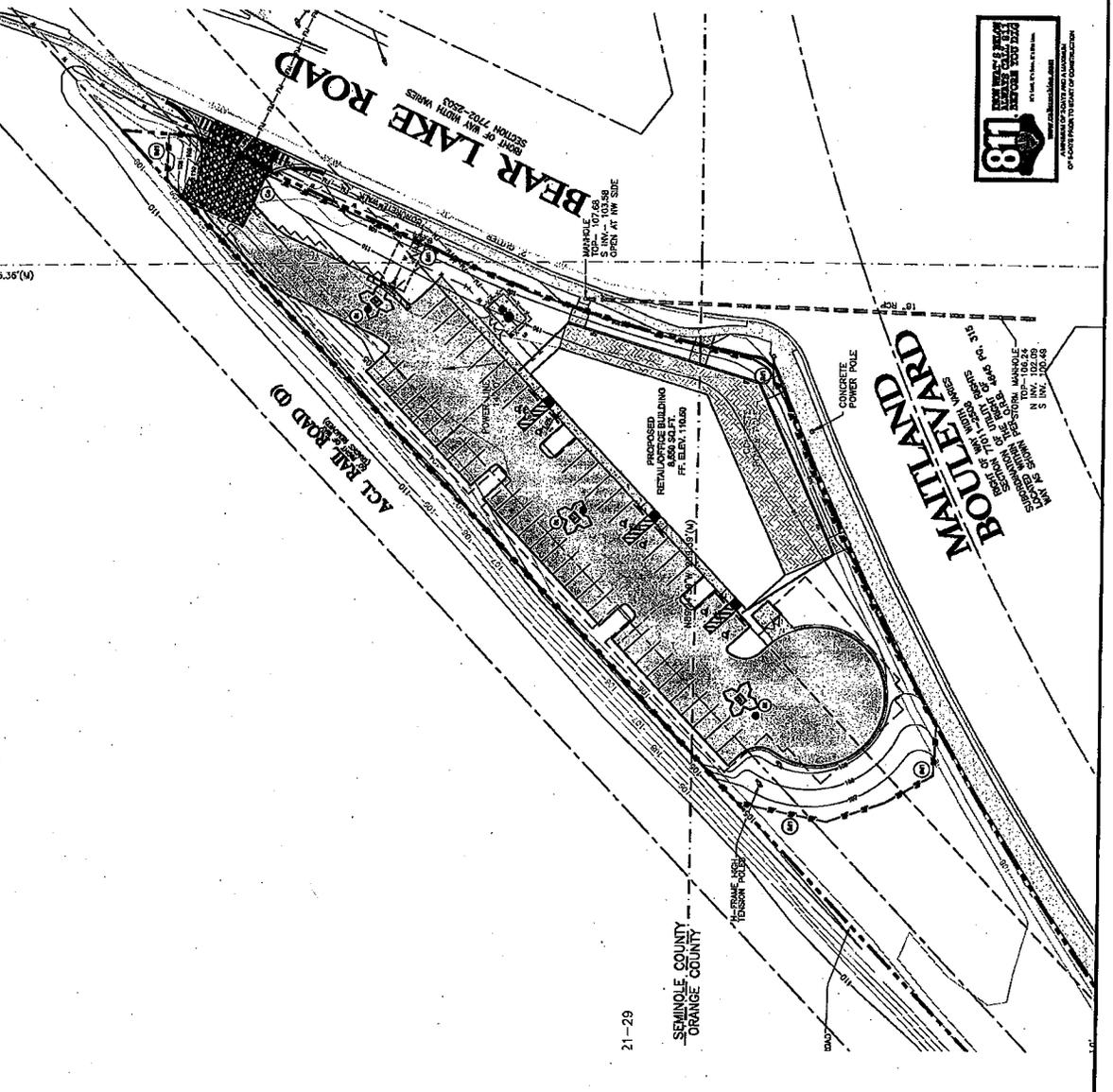
ORANGE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
 DATE

EROSION CONTROL PLAN MATTLAND BLVD PLAZA ORANGE/SEMINOLE COUNTY, FLORIDA		TAVATH DESIGN, INC. 2484 ROSE SPRING DRIVE ORLANDO, FLORIDA 32828 (407) 268-1425 fax (407) 268-9876 www.tavathdesign.com FL. CERT. OF AUTH. #27198		PROJECT # : 022-02E DATE : 08/10/09 SCALE : 1" = 50' DRAWN : SGP APPROVED : BRP SHEET NAME : C-4		
REV	DATE	BY	COMMENTS	DATE	BY	COMMENTS
0						
1	08/10/09	BRP	ISSUED FOR PERMITTING			
2	08/10/09	BRP	REVISIONS PER BEAL COUNTY COMMENTS			
3	08/10/09	BRP	REVISIONS PER BEAL COUNTY COMMENTS			
4						
5						
6						

EROSION CONTROL PLAN

EROSION & CONSTRUCTION SCHEDULE

NO.	DESCRIPTION	START DATE	END DATE
1	INSTALL DRAINAGE DITCHES	08/10/09	08/10/09
2	INSTALL CONCRETE CURBS	08/10/09	08/10/09
3	INSTALL SLOTTED CURBS	08/10/09	08/10/09
4	INSTALL SLOTTED CURBS	08/10/09	08/10/09
5	INSTALL SLOTTED CURBS	08/10/09	08/10/09
6	INSTALL SLOTTED CURBS	08/10/09	08/10/09
7	INSTALL SLOTTED CURBS	08/10/09	08/10/09
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49	INSTALL SLOTTED CURBS	08/10/09	08/10/09
50	INSTALL SLOTTED CURBS	08/10/09	08/10/09



REV#	DATE	COMMENTS
01	08/20/08	ISSUED FOR PERMITTING
02	09/08/08	REVISIONS PER ORANGE COUNTY COMMENTS
03	09/10/08	REVISIONS PER BEAR LAKE COUNTY COMMENTS
04		
05		
06		

PAVING, GRADING AND DRAINAGE PLAN

MAITLAND BLVD PLAZA

MAITLAND BLVD & BEAR LAKE RD

ORANGE/SEMINOLE COUNTY, FLORIDA

TAMMATHY DESIGN, INC.

2424 ROCKE SPRING DRIVE
ORLANDO, FLORIDA 32825
(407) 982-8878
www.tammathydesign.com

FL. CERT. OF ARCHT. #27199

PROJECT #: 022-002

DATE: 08/10/08

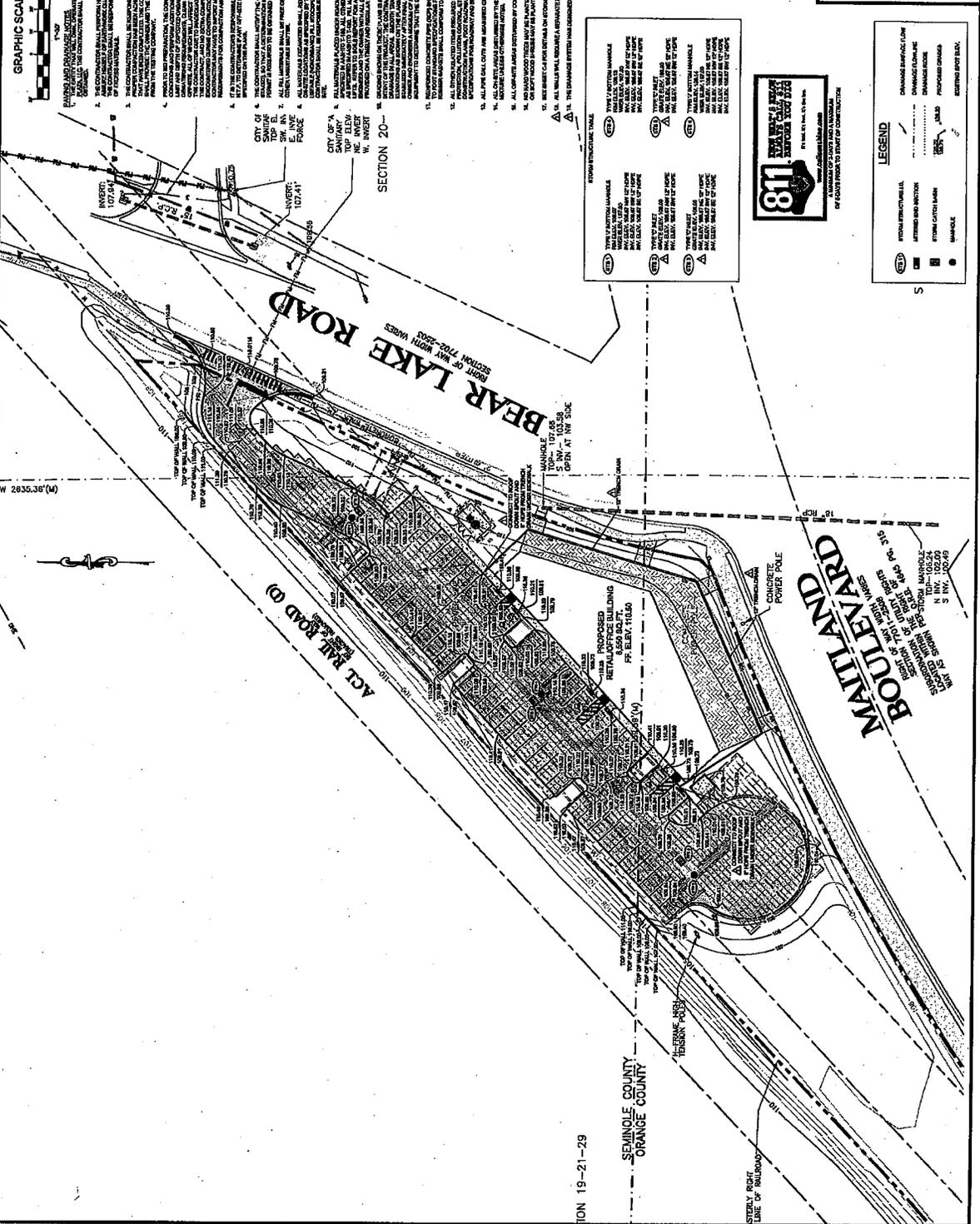
SCALE: 1" = 30'

DRAWN: SCP

APPROVED: BRP

SHEET NAME: C-5

SHEETS OF 11



SECTION 20

ACT RAIL ROAD (D)

BEAR LAKE ROAD

MAITLAND BOULEVARD

PROPOSED RETAIL OFFICE BUILDING

CONCRETE POWER POLE

STEVENS RICKS LINE OF RAILROAD

SECTION 19-21-29

SEMINOLE COUNTY

ORANGE COUNTY

PROPERTY APPROVALS: SEMINOLE COUNTY DEVELOPMENT DEPARTMENT APPROVED 08/10/08

PROPERTY APPROVALS: ORANGE COUNTY DEVELOPMENT DEPARTMENT APPROVED 08/10/08

PROPERTY APPROVALS: CITY OF MAITLAND APPROVED 08/10/08

REV#	DATE	BY	COMMENTS
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1	05/09/08	BRP	REVISIONS PER REAL COUNTY COMMENTS
2	05/09/08	BRP	REVISIONS PER REAL COUNTY COMMENTS
3	05/09/08	BRP	REVISIONS PER REAL COUNTY COMMENTS
4			
5			
6			

UTILITY DETAILS

MATT LAND BLVD PLAZA
MATT LAND BLVD & BEAR LAKE RD
ORANGE/Seminole COUNTY, FLORIDA

TAVATH DESIGN, INC.
2404 ROSE SPRING DRIVE
ORLANDO, FLORIDA 32826
(407) 922-9878
WWW.TAVATHDESIGN.COM
FL CERT. OF AUTH. #27189

DATE: _____

BRYAN R. POTTS, P.E.
FL REG. #59461

PROJECT #: 022-002

DATE: 08/10/08

SCALE: NTS

DRAWN: BRP

APPROVED: BRP

SHEET NAME: C-10

SHEET: 10 OF 11

3 PIPE LOCATING WIRE

CLASS 1 W/ BEDDING SPECIAL CONDITIONS

CLASS 2 W/ BEDDING SPECIAL CONDITIONS

CLASS 3 W/ BEDDING SPECIAL CONDITIONS

2 PIPE BEDDING & TRENCHING DETAILS

CLASS 1 W/ BEDDING SPECIAL CONDITIONS

CLASS 2 W/ BEDDING SPECIAL CONDITIONS

CLASS 3 W/ BEDDING SPECIAL CONDITIONS

8 TYPICAL MANHOLE CONNECTION

ALTERNATE CONNECTION

LARGE MAIN CONNECTION

5 FIRE HYDRANT ASSEMBLY

FIRE HYDRANT ASSEMBLY

7 IRRIGATION METER & RPZ

IRRIGATION METER & RPZ

4 VALVE & VALVE BOX DETAIL

VALVE & VALVE BOX DETAIL

10 PIPE SUPPORT DETAIL

PIPE SUPPORT DETAIL

6 DDCV ASSEMBLY

DDCV ASSEMBLY

9 TEMPORARY JUMPER

TEMPORARY JUMPER

1 JACK & BORE

JACK & BORE



Landscape Designs, LLC
 Landscape Architecture
 Site Planning

1650 Gable Lake
 Winter Park, FL 32789
 P: (407) 484-8434
 F: (407) 484-3584

MAITLAND BOULEVARD PLAZA
 Orange County/
 Florida

PARK PLAZA HOLDINGS, LLC
 2848 W. 8th St
 Lakeland, FL 33709
 P: (877) 688-4594

CONTRACTOR

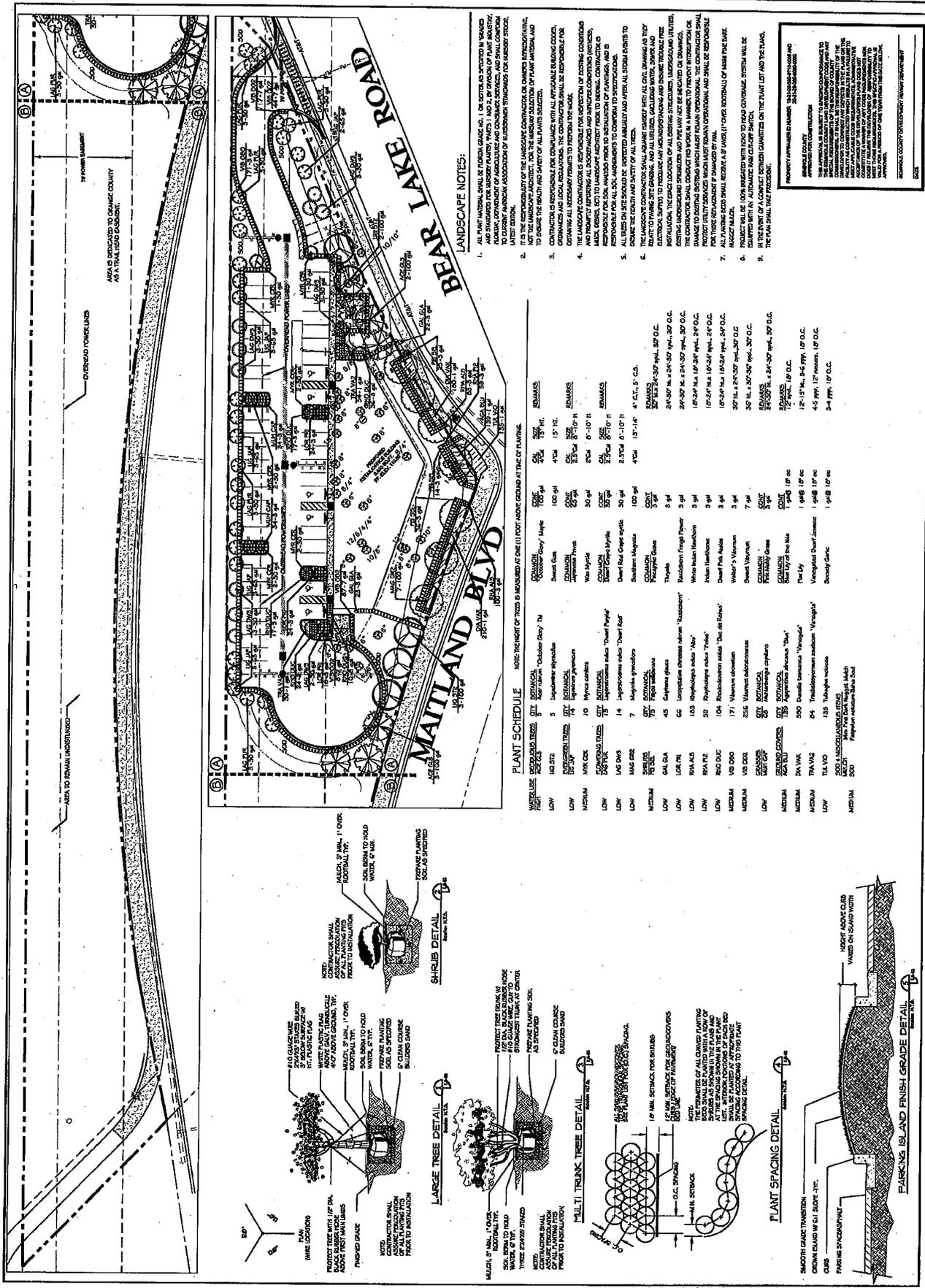
LANDSCAPE ARCHITECT
 DR. J. KELLY JR., R.A.

ISSUE NO. LAND01716
 PROJECT NO. 1701
 DRAWN BY: CLK
 CHECKED BY: CLK
 DATE: 07/14/09
 REVISIONS:
 01/25/09-02: Submittal
 02/10/09-03: Contractor
 02/10/09-03: Designer

LS-02
 SHEET 02 of 02

LANDSCAPE SITE PLAN

DATE: 07/14/09

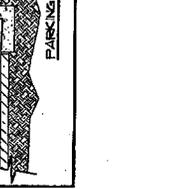
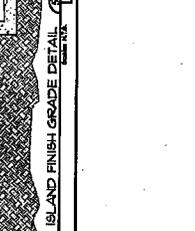
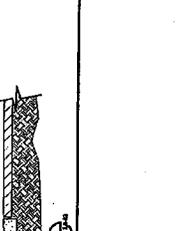
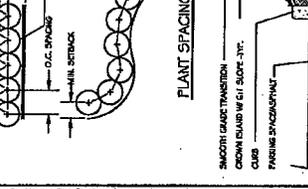
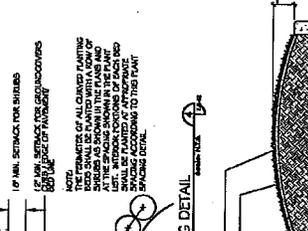
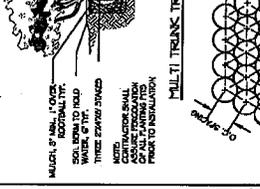
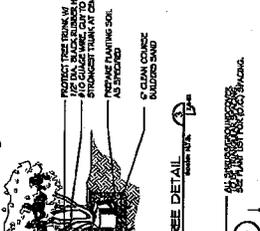
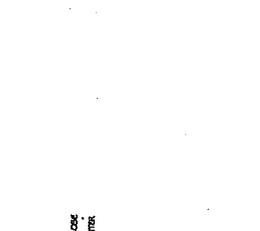
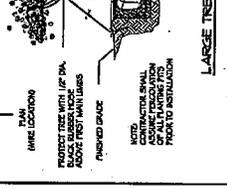
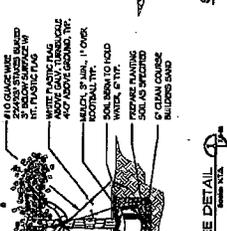
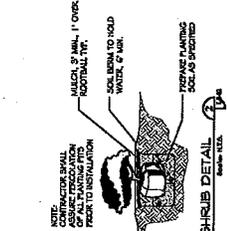


LANDSCAPE NOTES:

- ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1, OR BETTER AS SPECIFIED IN VARIOUS PLANT SCHEDULES. PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF VEGETATION MANAGEMENT AND MAINTENANCE FOR LANDSCAPE ARCHITECTS, PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF LANDSCAPE ARCHITECTS (IALA).
- CONTRACTOR SHALL VERIFY ALL PLANTING CONDITIONS AND OWNERS REPRESENTATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE HEALTH AND SURVIVAL OF ALL PLANTS SELECTED.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND LOCAL REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND LOCAL REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND LOCAL REGULATIONS.
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PLANT SCHEDULE NOTE: HEIGHT OF TREES IS MEASURED AT ONE (1) FOOT ABOVE GROUND AT TRUNK OF PLANTING.

PLANT	WATER USE	RECOMMENDATION	REMARKS
100 272	LOW	COMMON	4' x 4' x 1' O.C.
100 273	LOW	COMMON	4' x 4' x 1' O.C.
100 274	LOW	COMMON	4' x 4' x 1' O.C.
100 275	LOW	COMMON	4' x 4' x 1' O.C.
100 276	LOW	COMMON	4' x 4' x 1' O.C.
100 277	LOW	COMMON	4' x 4' x 1' O.C.
100 278	LOW	COMMON	4' x 4' x 1' O.C.
100 279	LOW	COMMON	4' x 4' x 1' O.C.
100 280	LOW	COMMON	4' x 4' x 1' O.C.
100 281	LOW	COMMON	4' x 4' x 1' O.C.
100 282	LOW	COMMON	4' x 4' x 1' O.C.
100 283	LOW	COMMON	4' x 4' x 1' O.C.
100 284	LOW	COMMON	4' x 4' x 1' O.C.
100 285	LOW	COMMON	4' x 4' x 1' O.C.
100 286	LOW	COMMON	4' x 4' x 1' O.C.
100 287	LOW	COMMON	4' x 4' x 1' O.C.
100 288	LOW	COMMON	4' x 4' x 1' O.C.
100 289	LOW	COMMON	4' x 4' x 1' O.C.
100 290	LOW	COMMON	4' x 4' x 1' O.C.
100 291	LOW	COMMON	4' x 4' x 1' O.C.
100 292	LOW	COMMON	4' x 4' x 1' O.C.
100 293	LOW	COMMON	4' x 4' x 1' O.C.
100 294	LOW	COMMON	4' x 4' x 1' O.C.
100 295	LOW	COMMON	4' x 4' x 1' O.C.
100 296	LOW	COMMON	4' x 4' x 1' O.C.
100 297	LOW	COMMON	4' x 4' x 1' O.C.
100 298	LOW	COMMON	4' x 4' x 1' O.C.
100 299	LOW	COMMON	4' x 4' x 1' O.C.
100 300	LOW	COMMON	4' x 4' x 1' O.C.





November 2, 2009

Mr. Ian Sikonia
Planning and Development Department / Planning Division
1101 E. First Street
Sanford FL 32771

RE: Maitland Boulevard Plaza PD Construction Plans
Reference: Case # RZ-08-10-072
30-21-29-0000-00-031, 19-21-29-300-0110-0000,
& 20-21-29-300-0080-0000

ACTION: APPROVAL

Dear Mr. Sikonia:

The Planning Division has reviewed the above referenced Seminole County construction plans. The above-referenced construction plans were submitted on behalf of Mary E. Isaacson & James W. Johnston by Bryan Potts for the property located at 8840 Rose Avenue with a parcel identification number of 30-21-29-0000-00-031, 19-21-29-300-0110-0000, & 20-21-29-300-0080-0000 also known as the Maitland Boulevard Plaza PD.

In accordance with the Memorandum of Understanding (MOU), approved by the Orange County Board of County Commissioners (BCC) on May 12, 2009, the construction plans submitted to Seminole County Board of County Commissioners, dated September 10, 2008, were reviewed by the Orange County Planning Division and brought before the Orange County Development Review Committee (DRC) on October 7, 2009 for approval. The Orange County Planning Division found the submitted construction plans to be substantially compliant with the Land Use Plan (LUP) dated January 9, 2009, approved on April 7, 2009 by the BCC and the Development Plan (DP) dated June 2, 2009, approved by the DRC on July 8, 2009.

PLANNING DIVISION
SUSAN CASWELL, AICP, *Planning Manager*
201 South Rosalind Avenue, 2nd Floor ■ Reply To: Post Office Box 1393 ■ Orlando FL 32802-1393
Telephone 407-836-5600 ■ FAX 407-836-5862 ■ orangecountyfl.net

Continued from November 2, 2009
Maitland Boulevard Plaza PD Construction Plans

If you should have any questions or require further assistance with this matter, please do not hesitate to contact Christopher Schmidt, of my staff, at 407-836-5570.

Sincerely,

A handwritten signature in blue ink that reads "Susan Caswell". The signature is written in a cursive style with a horizontal line under the first name.

Susan Caswell, AICP
Planning Manager

SC/CS

(all via electronic mail)

c: David Heath, AICP, Deputy County Administrator
Chris Testerman, AICP, Director of Government Relations
John Smogor, Planning Administrator, Planning Division
Joel Prinsell, Deputy County Attorney

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 12 2009 JB/CAS/BS

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Cora Roach*
DEPUTY CLERK

MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGE COUNTY, FLORIDA
AND
SEMINOLE COUNTY, FLORIDA

THIS AGREEMENT is entered into this _____ day of MAY 12 2009, 2009, by and between ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "Orange") and SEMINOLE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (hereinafter referred to as "Seminole") (together the "Parties") for the purpose of providing for a cooperative and coordinated handling of land development and transportation planning issues relevant to development of the parcel described in Exhibit A and hereafter known as the "Development". When referenced in this agreement, "Developer" shall be defined as Bryan Potts, as applicant, for owners ~~Mary~~ Isaacson and James Johnston, and Developer's heirs, assigns, and successors.

WHEREAS, Orange is processing an application for Development (reference case numbers CPP Amendment 2008-2-S-2-3 and Rezoning RZ-08-10-072); and

WHEREAS, Seminole is processing an application for Development (reference case number Z-2008-47).

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions hereinafter set forth, the parties agree as follows:

SECTION 1. PURPOSE OF AGREEMENT. This Agreement is entered into by the Parties for the purpose of providing communication, coordination, and cooperation on land development and transportation

planning matters specifically related to the Development since Development, if approved in its various stages, crosses both Counties and is anticipated to impact both Orange and Seminole.

The Parties agree that each County shall have a designated staff person (as referenced in Section 3) and that the respective designated staff person shall provide to the other in writing (when available) all necessary information on land development or transportation planning issues that may affect the Development.

SECTION 2. ELEMENTS OF THE AGREEMENT. This Agreement shall not be construed to provide approval for any event connected to the Development. The elements addressed in this Agreement are more specifically described as follows:

(a) Planning and Zoning. For purposes of implementation of Land Use and Zoning on the parcels, the Developer shall submit the Development Plan/Final Site Plan (hereinafter referred to as "Site Plan"), which shall be defined as a plan that establishes or complies with regulations of the counties, including but not limited to, indicating property line, right-of-ways, and the location of buildings, parking areas, curb cuts driveways and landscaping, and a site plan approved by both Orange and Seminole. The Parties agree that both Counties will review the plan as submitted by the Developer for the entire Development. Developer shall ensure that Seminole has reviewed the development plan and will provide written evidence to Orange when Seminole concurs with the recommendations of Orange. Developer shall ensure that Orange has reviewed the development plan and will provide written evidence to Seminole when Orange concurs with the recommendations of Seminole. Both Counties shall provide

reasonable notice to the other of date and time of Development Review Committee meetings or other public hearings related to any applications regarding this Development.

(b) Building Inspections. Upon receipt of all necessary information from Developer the parties agree that Seminole may issue the Building permit for the entire Development. By issuing the Building permit, Seminole takes full responsibility for all required inspections and issuance of a Certificate of Occupancy (C.O.) but will not so issue until Seminole receives from the Developer proof that all fees are paid; receives documentation to ensure the Development has been approved by the respective counties; and conducts its final inspection. Orange shall have full access to inspect all aspects of the Development.

(c) Impact Fees. (road/transportation, fire service, law enforcement). Developer shall apply individually with each County for purposes of impact fee assessment and payment. All impact fees for road/transportation, fire service, and law enforcement shall be divided for purposes of collection between the Parties based on the land use for the property and the square footage of the Development which is located within each individual County. Impact fees shall be divided for payment on a pro rata share basis and Developer shall pay each County directly the amount due to each respective County. Seminole will not issue a building permit until Seminole receives proof in writing that all impact fee payments have been made in full to both Counties.

(d) Concurrency. Developer shall apply for concurrency with each individual County. Each County shall calculate concurrency based

on the land use for the property and square footage of the Development. All relevant roadways within each county's boundaries shall be analyzed for concurrency and Developer will be subject to the respective land development code in effect at the time the Concurrency application is submitted. Developer shall remit to each individual County the appropriate fee or other information due for concurrency, if and as applicable.

(e) Fire Service. The parties agree that the property described herein is in part the subject of a Mutual Aid Agreement for Fire Protection and Rescue Services executed on April 20, 2004 and an Automatic Aid Agreement for Fire Protection and Rescue Services, executed on April 20, 2004, between Seminole and Orange and that the terms of said Agreements shall control (see Exhibit B).

(f) Utilities. This Agreement does not address issues relating to utilities other than to acknowledge that Seminole has agreed to provide water and wastewater service to the Development subject to appropriate review and approval (see Exhibit C) upon receipt of the appropriate fees, application, and other information from Developer.

(g) Other Permits. Either or both counties may require Right-of-Way use permits or site plans subject to review and approval upon receipt of the appropriate fees, application and other information from Developer.

(h) Code Enforcement. Subsequent to the issuance of a C.O. for the Development that is the subject of this agreement, the parties agree that the Codes and Ordinances of Seminole shall apply to and govern and control the future use, occupancy and operation of the Development and that said enforcement shall be consistent with the

conditions and standards for this Development as set forth in the Development Plan approved by each respective county.

(i) Other issues. This Agreement does not address issues relating to property tax assessment, collection, or distribution nor does it address issues relating to law enforcement concerns except related to impact fees. Developer shall submit a copy of this fully executed Agreement and the Certificate of Occupancy to the Sheriff and Property Appraiser of both Seminole and Orange Counties once the project is complete. Developer shall be responsible for notification to the appropriate County for purposes of compliance with the respective Business Tax Receipt requirement.

SECTION 3. DESIGNATED REPRESENTATIVE. Each County Administrator shall designate the staff representative for purposes coordinating the terms of this Agreement. This designee shall be listed in Section 4 for purposes of receiving a copy of any notice sent pursuant to this Agreement. Any change of said designee may be provided in writing to the other party.

SECTION 4. NOTICES. All notices, including change of designee, given to either party shall be sent by certified mail, return receipt requested, or in person with proof of delivery.

Notices to Orange shall be submitted to:

Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Fax: (407) 836-7399

With a copy to:

Planning Manager (designee)
Orange County Planning Division
201 S. Rosalind Avenue, 2nd floor
Orlando, Florida 32801
Fax: (407) 836-5862

and

Orange County Transportation Planning
Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839
Fax: (407) 836-8079

and a copy to

Orange County Attorney's office
201 S. Rosalind Avenue, 3rd floor
Orlando, Florida 32801
Fax: (407) 836-5888

Notices to Seminole shall be submitted to:

Cynthia A. Coto
Seminole County Manager
1101 E. First Street
Sanford, Florida 32771
Fax: (407) 665-7958



With a copy to:

Alison Stettner, Planning Manager
Seminole County Planning Division
1101 E. First Street
Sanford, Florida 32771
Fax: (407) 665-7339

SECTION 5. CONSTRUCTION OF AGREEMENT. This Agreement and the provisions contained herein shall be construed and interpreted according to the laws of the State of Florida. The Parties have participated jointly in negotiating and drafting this Agreement. In the event ambiguity or interpretation issues arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any

Party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 6. REMEDIES. All disputes regarding this Agreement shall be processed in accordance with Florida Statutes Chapter 164, Governmental Disputes, if and as applicable. In the event legal action results after all efforts are made at resolution of any dispute, venue shall be in the 9th judicial circuit, Orange County Florida.

SECTION 7. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the date the respective county zoning designations become final and shall continue until the Development is completed or abandoned but in no case shall be effective no longer than eight (8) years following execution of this Agreement except as to paragraph 2(h) related to Code Enforcement which shall survive this Agreement.

SECTION 8. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

SECTION 9. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter contained herein. No other promises, representations, agreements, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the Parties. The Parties agree that any subsequent spending, funding, or study by either governing body on any issue pursuant to this Agreement shall be subject to the approval of each respective Board and is not contained within the subject matter of this Agreement. Any modifications, additions, or amendments to

this Agreement shall be in writing and signed by the authorized representative of each party.

SECTION 10. THIRD PARTY BENEFICIARIES. Both Parties acknowledge that approval of any plans for this area and Development are subject to independent approval by Orange and Seminole County Boards and staff. Therefore, this Agreement is an administrative agreement generated solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.



SECTION 11. INTENT AND INTERPRETATION. This Agreement shall not be construed as modifying or altering the governmental powers of either party as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

SECTION 12. SOVEREIGN IMMUNITY. Neither party waives its right to sovereign immunity under the law in this Agreement.

SECTION 13. SEVERABILITY. In the event that any section, paragraph, sentence, clause or provision is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and that same remain in full force and effect.

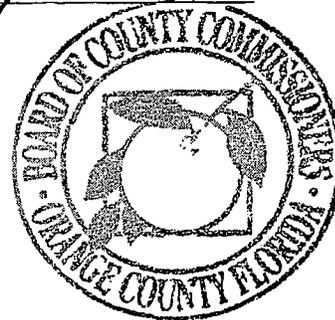
IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Richard T. Crotty*
Richard T. Crotty
Orange County Mayor
Date: 5.12.09

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk
Date: MAY 12 2009



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA
By: *Bob Dallari*
BOB DALLARI, Chairman

Date: 4-7-09

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their March 24, 2009
regular meeting.

Approved as to form and
legal sufficiency.

K. Jurey Tran
County Attorney

KFT/sjs
2/6/09

P:\Users\kfurey-tran\Planning Agreements\Park Plaza Seminole Orange development\Park Plaza agreement V4 020609.doc

Attachment:

- Exhibit A - Property Description
- Exhibit B - Fire Service Agreements
- Exhibit C - Letter to Tannath Design, Inc, (dated 5/6/08)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST 1/4, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, (LESS PART WEST OF THE A.C.L. RAILROAD) AND (LESS PART TAKEN FOR RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5002, PAGE 13) AND (LESS PART LYING SOUTHEASTERLY OF MAITLAND BOULEVARD EXTENSION), OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN ORANGE COUNTY, FLORIDA.



B

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

EXHIBIT "B"

FILED IN OFFICE
CTY. COMMISSION RECORDS
MARYANNE MORSE

PR 2 0 2004 *DALES*

04 APR 29 PM 2:15

CLERK TO B.C.C.
SEMINOLE CO. FL

AUTOMATIC AID AGREEMENT
for
FIRE PROTECTION AND RESCUE SERVICES
between
ORANGE COUNTY, FLORIDA AND SEMINOLE COUNTY, FLORIDA

THIS AGREEMENT, is by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (hereinafter referred to as "Orange") and SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Seminole").

WITNESSETH

WHEREAS, Orange and Seminole have established and maintain Fire Departments with fire fighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of Orange and Seminole are adjacent, and

WHEREAS, the parties are desirous of providing the most expeditious and efficient response in their respective jurisdictions in order to protect the public health, welfare and safety, and

WHEREAS, the parties recognize that the most expeditious response may be provided by the firefighting and rescue agency outside of, but contiguous to, the jurisdiction in which the emergency occurs, and

WHEREAS, the parties deem it desirable to make provisions for an initial response in case of such emergency from the firefighting and rescue agency closest to such emergency,

NOW, THEREFORE, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

Bk 307 Pg 78

1. DEFINITIONS:

For the purpose of this Agreement, the following definitions shall apply.

- A. Automatic Aid: Immediate response of emergency personnel by the Responding Party (as defined below) closest to the scene within the Receiving Party's jurisdiction where personnel may be responding on behalf of or with the Receiving Party.
- B. Receiving Party: The Receiving Party is the party to which aid is being rendered pursuant to this Agreement.
- C. Responding Party: The Responding Party is the party providing aid pursuant to this Agreement.

2. AUTOMATIC AID ASSISTANCE

Automatic Aid assistance shall be based on a predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of or with the Receiving Party. The process shall be initiated through the Fire Department Communication Center.

The Responding Party's response shall be in proportion to the amount and type of equipment/apparatus operated by the Receiving Party.

3. LIABILITY/INDEMNIFICATION

Orange and Seminole do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the negligent performance of their respective operations under this

Agreement. This provision shall not be construed as a waiver of sovereign immunity. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

4. REIMBURSEMENT

Neither Orange nor Seminole will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERM

This Agreement may be cancelled by either party after giving a minimum of ninety (90) days written notice of intent to cancel said Agreement. This Agreement will continue in perpetuity until cancelled.

6. MISCELLANEOUS

(a) Officer in Charge, Service Standard - While providing Automatic Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the Receiving Party is not available at the scene, the highest ranking officer from the Responding Party will control the scene until its termination or an officer from the Receiving Party arrives and scene control is properly transferred. The Responding and

Receiving Parties shall utilize the National Fire Protection Standard 1500, as defined in State Statute 633.821, to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for termination.

(b) **Application of Agreement** – This Agreement shall apply only to emergencies existing within the areas of protection of Orange and Seminole.

(c) **Operational Plan** - The chiefs of the fire departments, or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this Agreement. This operational plan will become effective upon approval by the Orange County Fire Chief and the Seminole County Fire Chief.

(d) **Conflict Resolution** – Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the Seminole County Fire Chief, or their duly authorized representative.

7. **EFFECTIVE DATE**

This Agreement will take effect as of the date of the last signature herein below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year set forth below.



ORANGE COUNTY FLORIDA
By: Board of County Commissioners

By: *Richard T. Crotty*
Richard T. Crotty
Orange County Chairman

Date: 4.20.04

ATTEST: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Daryl G. McLain*
DARYL G. MCLAIN, Chairman

Date: 3-25-04

ATTEST: Maryanne Morse, Clerk to the Board
of Seminole County Commissioners

As authorized for execution by the
Board of County Commissioners
at their 23 March, 2004
regular meeting.

By: *Maryanne Morse*
Clerk
For the use and reliance of Seminole County only.
Approved as a form and legal sufficiency.
[Signature]
County Attorney

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 20 2004 *AA/BS*

FILED IN OFFICE
CTY. COMMISSION RECORDS
MARYANNE MORSE

04 APR 29 PM 2:15

CLERK TO B.C.C.
SEMINOLE CO. FL
D.C.

MUTUAL AID AGREEMENT
for
FIRE PROTECTION AND RESCUE SERVICES
between
ORANGE COUNTY, FLORIDA AND SEMINOLE COUNTY, FLORIDA

THIS AGREEMENT, is by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as "Orange County") and **SEMINOLE COUNTY**, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as "Seminole County").

WITNESSETH

WHEREAS, Seminole County and Orange County have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of Orange County and Seminole County are adjacent, and

WHEREAS, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted.

NOW, THEREFORE, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

1. DEFINITIONS:

For the purpose of this Agreement, the following definitions shall apply.

A. Mutual Aid: Mutual Aid is defined as a catastrophic event, manmade or

natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, (eg: hurricane, tornadoes, large structural fires, mass casualty incidents.) Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

- B. Requesting Party: The Requesting Party is the jurisdiction having the authority and responsibility to respond to the disaster for which Mutual Aid is being sought.
- C. Responding Party: The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

2. **MUTUAL AID ASSISTANCE**

Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party or his designee, to the Fire Chief of the Responding Party or his designee. The request shall be initiated through the Fire Department dispatch office.

If available, equipment shall be dispatched as requested by the Requesting Party. The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

Notwithstanding any provision of this Agreement to the contrary, the Fire Department of either signatory may decline to provide assistance if by doing so, their own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

3. LIABILITY/INDEMNIFICATION

Orange County and Seminole County do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney fees) arising out of or resulting from the negligent performance of their respective operations under this Agreement. This provision shall not be construed as a waiver of sovereign immunity. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

4. REIMBURSEMENT

Neither Orange County nor Seminole County will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERM

This Agreement may be cancelled by either party after giving a minimum of ninety (90) days written notice of intent to cancel said Agreement. This Agreement will continue in perpetuity until cancelled.

6. MISCELLANEOUS

(a) **Officer in Charge, Service Standard** - While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard shall be a breach of this Agreement.

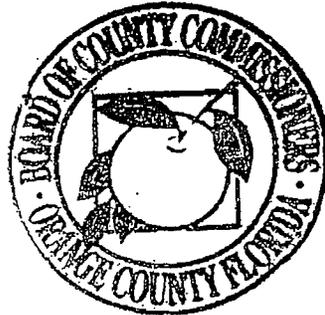
(b) **Application of Agreement** - This Agreement shall apply only to emergencies existing within the areas of protection of Orange County and Seminole County.

(c) **Conflict Resolution** - Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the Seminole County Fire Chief, or their duly authorized representative.

7. EFFECTIVE DATE

This Agreement will take effect as of the date of the last signature herein below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year set forth below.



ORANGE COUNTY FLORIDA
By: Board of County Commissioners

By: *Richard T. Crotty*
Richard T. Crotty
Orange County Chairman

Date: 4.20.04

ATTEST: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Daryl G. McClain*
DARYL G. MCLAIN, Chairman

Date: 3-25-04

ATTEST: Maryanne Morse, Clerk to the Board
of Seminole County Commissioners

By: *Maryanne Morse*
Clerk

As authorized for execution by the
Board of County Commissioners
at their 23 March, 2004
regular meeting.

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

[Signature]
County Attorney

Bk 307 Pg 87

EXHIBIT C

ENVIRONMENTAL SERVICES DEPARTMENT



May 6, 2008

Tannath Design, Inc.
Bryan Potts
2212 S Chickasaw Trl.
Suite 208
Orlando, FL 32825

RE: Parcel # 19-21-29-300-0110-0000
20-21-29-300-0080-0000
30-21-29-0000-000-31 Orange Co Parcel

Dear Bryan:

Per your request, please be advised that Seminole County Environmental Services is the potable water and sewer service provider within the above referenced with adequate capacity to serve. Water and Sewer service availability is guaranteed upon proper execution of the Conditional Utility Agreements for water and sewer service. Final confirmation of capacity availability is made only through the formal process of executing these Agreements. Since your project has not moved to this point in the development process, no formal confirmation of availability can be made. Please contact Sandy Neminski @ 407-665-7474 to start your concurrency process.

Should you require any additional information, or have any additional questions, do not hesitate to contact me at (407) 665-2143.

Sincerely,

A handwritten signature in black ink that reads "Becky Noggle".

Becky Noggle
OSP Coordinator
Environmental Services

Proof of publication, as shown on page _____, calling for a public hearing to consider enacting an ordinance rezoning from M-1A (Very Light Industrial) to M-1 (Industrial) 7.55+/- acres located approximately one mile north from the intersection of W. SR 46 and Hickman Drive, Renzulli Properties LLC/David Rodd, McKee Construction, received and filed.

Austin Watkins, Senior Planner, addressed the Board to present the request, stating if the rezoning is approved, the applicant intends to apply for a special exception that must be approved by the Board of Adjustment to allow for storage of fuel on site. He said staff finds the proposed rezoning is consistent and compatible with the trends in the area and staff is recommending approval of the rezoning.

David Rodd, applicant, 79 Monroe Road, addressed the Board stating he will answer any questions.

No one spoke in support or in opposition.

Motion by Commissioner Carey, seconded by Commissioner McLean, to approve the request and enact Ordinance #2009-10, as shown on page _____, rezoning from M-1A (Very Light Industrial) to M-1 (Industrial) 7.55+/- acres located approximately one mile north from the intersection of W. SR 46 and Hickman Drive, as described in the proof of publication, Renzulli Properties LLC/David Rodd, McKee Construction, based on staff findings.

Districts 1, 2, 3, 4 and 5 voted AYE.

**MAITLAND-BEAR LAKE PLAZA
SMALL SCALE FUTURE LAND USE
AMENDMENT AND REZONE/BRYAN POTTS**

—
Proof of publication, as shown on page _____, calling for a public hearing to consider enacting an Ordinance for a Small Scale

Land Use Amendment from LDR (Low Density Residential) to COM (Commercial), and enacting an Ordinance rezoning from A-1 (Agriculture) to PCD (Planned Commercial Development) .94+/- acres located at the northwest corner of Bear Lake Road and Maitland Boulevard, Bryan Potts, received and filed.

Mr. Watkins presented the request stating the applicant is proposing a retail/office building with permitted uses as identified in the staff report. He said staff feels the requested Future Land Use Amendment is compatible with the area. Staff has reviewed the waivers requested and recommends approval of the active buffer reduction. Staff is also recommending approval of the Small Scale Land Use Amendment, rezoning, Memorandum of Understanding, Preliminary Site Plan and Development Order.

Applicant, Bryan Potts, addressed the Board to answer any questions.

No one spoke in support or in opposition.

District Commissioner Van Der Weide stated this is a unique piece of property and there is not much you can do with it. He thinks what the applicant has brought before the Board is the best they can hope for. He said he has not had any complaints.

Motion by Commissioner Van Der Weide, seconded by Commissioner Carey, to enact Ordinance #2009-11, as shown on page _____, approving a Small Scale Land Use Amendment from LDR (Low Density Residential) to COM (Commercial), and enact Ordinance #2009-12, as shown on page _____, rezoning from A-1 (Agriculture) to PCD (Planned Commercial Development) .94+/- acres located at the northwest corner of Bear Lake Road and Maitland Boulevard; approve the Memorandum of Understanding, as shown on page _____, Preliminary Site Plan and

Development Order, as shown on page _____; as described in the proof of publication, Bryan Potts, based on staff findings.

Districts 1, 2, 3, 4 and 5 voted AYE.

**ETOR PUD MAJOR AMENDMENT/
ROBERT HORIAN**

—
Proof of publication, as shown on page _____, calling for a public hearing to consider approval of a Major Amendment to the ETOR PUD (Planned Unit Development), and Addendum #4 to the Developer's Commitment Agreement, containing 2.75+/- acres located at the northwest corner of the intersection of S. Sun Drive and Greenwood Lakes Boulevard, Robert Horian, received and filed.

Mr. Watkins presented the request, stating staff recommends approval of the Major Amendment and Addendum #4 to the Developer's Commitment Agreement.

Upon inquiry by Commissioner McLean, Mr. Watkins corrected his presentation to state the building height should be 55'6" and not 70' as previously stated.

Commissioner Henley stated the backup indicates a commitment by the applicant of a voluntary payment of \$350 per unit to the school system. He asked if that had been done.

Mr. Watkins said he was not sure if the applicant had complied with that, but that is something staff will look at when this project comes in for multi-family.

Commissioner Carey noted that when the Development Order was executed, school concurrency was not in place. She asked which would apply, the \$350 per unit or the new school concurrency.

Dori DeBord, Planning & Development Director, addressed the Board to state the applicant will have to comply with school concurrency. She said at that point in time, staff will work with the School Board

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

A. The project shall have a maximum allowable building square footage of 8,550 gross square feet.

B. The following uses shall be permitted:

- Veterinary Service
- Travel Agencies
- Ticket Agencies
- Cellular Telephone Sales
- Paint/Wallpaper Stores
- Hardware Stores
- Convenience Food Stores
- Grocery Stores
- Retail Bakery Shops
- Clothing Stores
- Furniture Stores
- Restaurants
- Drug Stores
- Book Stores
- Office Supplies
- Stationery Stores
- Jewelry Stores
- Banks
- Real Estate Offices
- Laundry/Dry Cleaning Retail
- Beauty Shops
- Quick Print
- Dentists
- Watch/Clock Repair
- Dance Schools
- Engineering Offices

C. The setbacks shall be as follows:

North: N/A

South: 0'

East: 25'

West: 20'

D. The buffers shall be as follows:

The buffers shall meet the following criteria:

South: No buffer required.

East: 10 foot landscaped buffer containing 4 canopy trees every 100' and a 36" continuous hedge.

West: 10 foot landscaped buffer containing 6 understory trees per 100' linear feet and a 30" continuous hedge. The buffer may be reduced down to 3 foot at the closest point to the access road; within this area the buffer shall contain a 36" continuous solid opaque hedge. The trees used in this buffer shall be consistent with Progress Energy planting standards.

- E. The project shall provide bicycle racks.
- F. The hours of operation for all uses within the property shall only be permitted between the hours of 7 AM until 11 PM.
- G. All outdoor seating and associated uses shall only be permitted on the east side of the building (Bear Lake Road and Maitland Boulevard).
- H. Usable open space shall be provided at 25% overall for the site.
- I. The maximum allowable building height is 35'.
- J. Development shall comply with the Preliminary Site Plan attached as Exhibit "B".

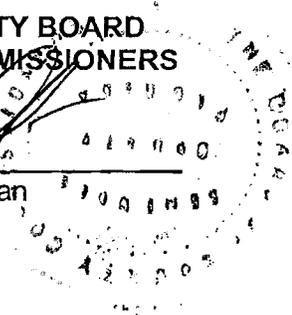
(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: 
Bob Dallari, Chairman



OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Mary Isaacson, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

[Signature]
Witness

Mary E Isaacson
Mary Isaacson

H. C. Ham
Printed Name

Yelena Gurtovenko
Witness

Yelena Gurtovenko
Printed Name

STATE OF FLORIDA)
COUNTY OF Orange)

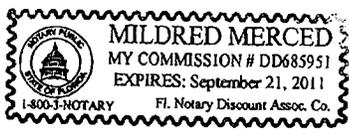
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary Isaacson, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of May, 2009.

Mildred Mercel

Notary Public, in and for the County and State Aforementioned

My Commission Expires: 9/21/2011



OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, James Johnston, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

[Signature]
Witness

James W Johnston by Mary E Isaacson
James Johnston by MARY ISAACSON
his attorney in fact.

H. CHAMP
Printed Name

Witness

Printed Name

STATE OF FLORIDA)
COUNTY OF Orange)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James Johnston, who is personally known to me or who has produced _____ as identification and who did take an oath.

4th WITNESS my hand and official seal in the County and State last aforesaid this day of May, 2009.

Mildred Merced

Notary Public, in and for the County and State
Aforementioned

My Commission Expires: 9/21/2011

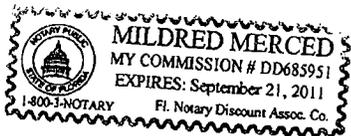


EXHIBIT "A"

Legal Description

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST 1/4, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

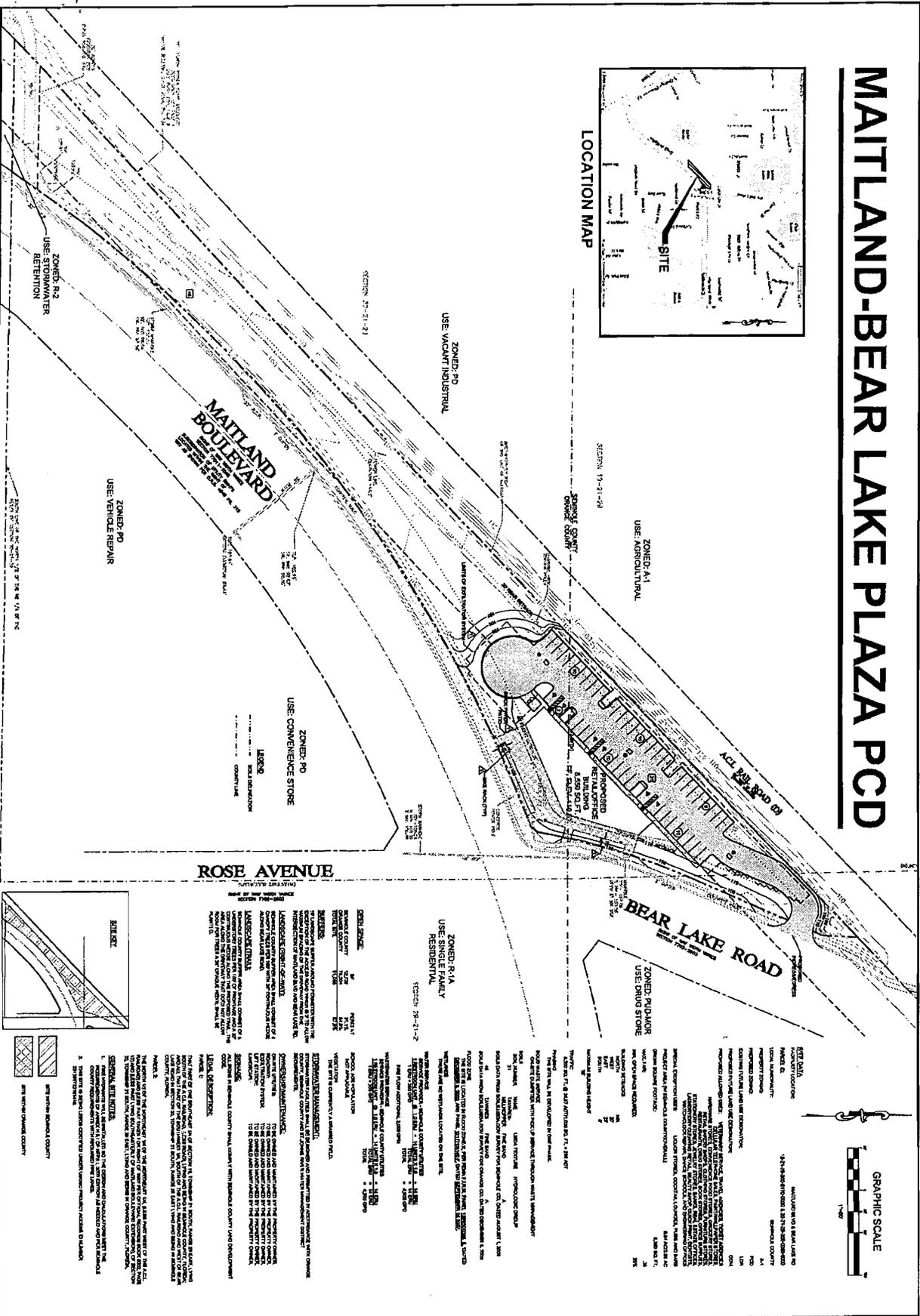
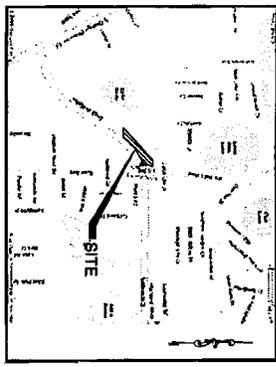
Z2008-47

DEVELOPMENT ORDER # 08-20500008

EXHIBIT "B"

Preliminary Site Plan

MAITLAND-BEAR LAKE PLAZA PCD



LEGIBILITY UNSATISFACTORY FOR SCANNING



NOTES:

1. ALL DISTANCES ARE IN FEET UNLESS OTHERWISE NOTED.
2. THE PROJECT IS SUBJECT TO THE ZONING ORDINANCES OF SEMINOLE COUNTY, FLORIDA.
3. THE PROJECT IS SUBJECT TO THE SUBDIVISION MAP ACT OF FLORIDA.
4. THE PROJECT IS SUBJECT TO THE PLANNING AND ZONING ACT OF FLORIDA.
5. THE PROJECT IS SUBJECT TO THE ENVIRONMENTAL PROTECTION ACT OF FLORIDA.
6. THE PROJECT IS SUBJECT TO THE HISTORIC PRESERVATION ACT OF FLORIDA.
7. THE PROJECT IS SUBJECT TO THE CULTURAL HERITAGE ACT OF FLORIDA.
8. THE PROJECT IS SUBJECT TO THE ARCHITECTURAL HERITAGE ACT OF FLORIDA.
9. THE PROJECT IS SUBJECT TO THE LAND ACQUISITION ACT OF FLORIDA.
10. THE PROJECT IS SUBJECT TO THE LAND DEVELOPMENT ACT OF FLORIDA.
11. THE PROJECT IS SUBJECT TO THE LAND USE ACT OF FLORIDA.
12. THE PROJECT IS SUBJECT TO THE LAND MANAGEMENT ACT OF FLORIDA.
13. THE PROJECT IS SUBJECT TO THE LAND REFORM ACT OF FLORIDA.
14. THE PROJECT IS SUBJECT TO THE LAND REVENUE ACT OF FLORIDA.
15. THE PROJECT IS SUBJECT TO THE LAND RESTORATION ACT OF FLORIDA.
16. THE PROJECT IS SUBJECT TO THE LAND REUSE ACT OF FLORIDA.
17. THE PROJECT IS SUBJECT TO THE LAND REPAIR ACT OF FLORIDA.
18. THE PROJECT IS SUBJECT TO THE LAND REPAIRMENT ACT OF FLORIDA.
19. THE PROJECT IS SUBJECT TO THE LAND REPAIRMENT AND RESTORATION ACT OF FLORIDA.
20. THE PROJECT IS SUBJECT TO THE LAND REPAIRMENT AND RESTORATION ACT OF FLORIDA.

LAND USE PLAN

MAITLAND - BEAR LAKE PLAZA
MAITLAND BLVD & BEAR LAKE RD
ORANGE/SEMINOLE COUNTY, FLORIDA

REV.	DATE	BY	COMMENTS
0	07/10/08	BRP	ISSUED FOR PERMITTING
1	07/10/08	BRP	REVISIONS PER COUNTY COMMENTS
2	11/11/11	BRP	REVISIONS PER COUNTY COMMENTS
3			
4			
5			
6			

TANNATH DESIGN, INC.
2484 ROSE SPRING DRIVE
ORLANDO, FLORIDA 32825
(407) 962-9878
(407) 205-1425 fax
www.tannathdesign.com
FL. CERT. OF AUTH. #27199

BRYAN R. POITS, P.E.
FL. REG. #554481

PROJECT #: 022-202
DATE: 07/10/08
SCALE: 1" = 50'
DRAWN: SCP
APPROVED: BRP
SHEET NAME: LUP
SHEET: 1 OF 1

**SEMINOLE COUNTY
APPLICATION & AFFIDAVIT**

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____
 Name: _____	 Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Maitland-Bear Lake Plaza Properties, LLC Name of Corporation: _____	Name of Corporation: _____
Officers: <u>George Donovan</u>	Officers: _____
Address: <u>2949 W. SR 434, Ste 300, Longwood, FL 32779</u>	Address: _____
Directors: _____	Directors: _____
Address: _____	Address: _____
Shareholders: _____	Shareholders: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____	Beneficiaries: _____
Trustees: _____	Address: _____
Address: _____	_____

(Use additional sheets for more space.)

**SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT**

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: _____ Name of Partnership: _____
Principal: _____ Principal: _____
Address: _____ Address: _____
(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: _____ Contract Vendee: _____
Name: _____ Name: _____
Address: _____ Address: _____
(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

6/29/09
Date

George Donovan
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 29th day of June, 2009 by _____

George Donovan
Signature of Notary Public

Linda B. Geric
Print, Type or Stamp Name of Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____



For Use by Planning & Development Staff

Date: _____ Application Number: _____

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On January 12, 2010 Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

Property Owner(s): Maitland-Bear Lake Plaza Properties, LLC
George Donovan
2949 W. State Road 434, Ste 300
Longwood, FL 32799

Project Name: Bear Lake Plaza PCD

Requested Development Approval: Final Site Plan and Developer's Commitment Agreement for the Bear Lake Plaza PCD, consisting of 3 acres, located northwest of the intersection of Maitland Avenue and Bear Lake Road.

The Board of County Commissioners has determined that the Bear Lake Plaza Final Site Plan and Developers Commitment Agreement are not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Bear Lake Plaza PCD Final Site Plan" and all evidence submitted at the public hearing on January 12, 2010, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Final Site Plan and Developers Commitment Agreement should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Bob Dallari, Chairman

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST $\frac{1}{4}$, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMIOLE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, (LESS PART WEST OF THE A.C.L. RAILROAD) AND (LESS PART TAKEN FOR RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5002, PAGE 13) AND (LESS PART LYING SOUTHEASTERLY OF MAITLAND BOULEVARD EXTENSION), OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN ORANGE COUNTY, FLORIDA