

ORDINANCE NO. 1691

AN ORDINANCE OF THE CITY OF OVIEDO, FLORIDA, AMENDING THE ZONING MAP OF APPROXIMATELY TWELVE POINT THIRTY-SIX (12.36) ACRES OF LAND GENERALLY LOCATED SOUTH OF MITCHELL HAMMOCK ROAD AND WEST OF CLARA LEE EVANS WAY AS FOLLOWS: APPROXIMATELY FOUR POINT FORTY-ONE (4.41) ACRES FROM DOWNTOWN MIXED USE DISTRICT-DIVISION STREET (DMUD-DS) TO PLANNED UNIT DEVELOPMENT (PUD), APPROXIMATELY THREE POINT THIRTY-FIVE (3.35) ACRES FROM DOWNTOWN MIXED USE DISTRICT- CITY HALL RETAIL (DMUD-CHR) TO PLANNED UNIT DEVELOPMENT (PUD), AND APPROXIMATELY FOUR POINT SIXTY (4.60) ACRES FROM COMMERCIAL (C-2) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS, CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF OVIEDO, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

- (a). The City of Oviedo has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (b). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Oviedo*.
- (c). The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

SECTION 2. AMENDMENT TO THE OFFICIAL ZONING MAP.

(a) Section 4.1 of the City of Oviedo's Land Development Code (LDC), said Section being the Official Zoning Map of the City of Oviedo, Florida, and the property described in Exhibit "A" and depicted in Exhibit "B" to this Ordinance are hereby changed and transferred from the Downtown Mixed Use District Division Street (DMUD-DS) to Planned Unit Development (PUD), from Downtown Mixed-Use District City Hall Retail (DMUD-CHR) to Planned Unit Development (PUD) and from Commercial (C-2) to Planned Unit Development (PUD). Exhibit C depicts the currently assigned zoning districts, and Exhibit D depicts the proposed zoning district.

(b) The agreement styled "The Ellis Non-Statutory Development Agreement and Conceptual Development Plan" as set forth in Exhibit "E" to this Ordinance is hereby adopted and incorporated into this Ordinance as the development standards to which the subject property shall be regulated.

(b). All exhibits to this Ordinance are incorporated into the text and substance of this Ordinance as if fully set forth herein verbatim.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. SAVINGS. The prior actions and activities of the City of Oviedo relating to the comprehensive planning and land development regulatory programs and actions of the City are hereby ratified and affirmed.

SECTION 5. SCRIVENER'S ERRORS. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the Code codifier. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed, provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

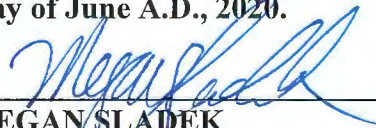
SECTION 7. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 1691.

FIRST READING: _____ February 17, 2020 _____

SECOND READING: _____ June 15, 2020 _____

PASSED AND ADOPTED this 15th day of June A.D., 2020.



MEGAN SLADEK
MAYOR of the City of Oviedo, Florida

ATTEST:



ELIANNE RIVERA
ACTING CITY CLERK

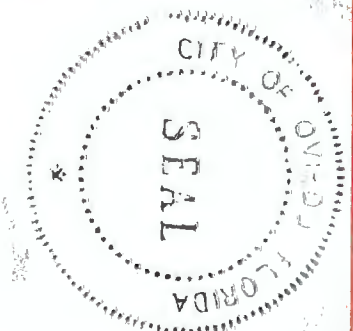


Exhibit A: Legal Description

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS AND FROM SURVEY COVER

(PID 22-21-31-300-012A-0000)

(A) BEGIN 428 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. THENCE RUN WEST 100 FEET, SOUTH 175 FEET, EAST 100 FEET, NORTH 175 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST; THENCE RUN NORTH 89°41'24" WEST 528.00 FEET ALONG THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE RUN SOUTH 00°05'49" WEST 25.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°41'24" EAST 100.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MITCHELL HAMMOCK ROAD; THENCE RUN SOUTH 00°05'49" WEST 0.74 FEET; THENCE RUN WESTERLY 79.60 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5715.00 FEET, A CENTRAL ANGLE OF 00°47'53", AND A CHORD OF 79.60 FEET THAT BEARS SOUTH 88°59'26" WEST; THENCE RUN SOUTH 88°35'30" WEST 20.42 FEET; THENCE RUN NORTH 00°05'49" EAST 3.18 FEET TO THE POINT OF BEGINNING AND BEING THE SAME PROPERTY AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1997, PAGE 1541, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(B) THE SOUTH 241 FEET OF THE NORTH 597 FEET OF THE WEST 361.5 FEET OF THE EAST 723 FEET OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AND UTILITIES, OVER THE EAST TEN FEET OF THE WEST 361.5 FEET OF THE EAST 723 FEET OF THE NORTH 376 FEET OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, LESS THE NORTH 25 FEET FOR ROAD.

(C) THE WEST 187.75 FEET OF THE EAST 549.25 FEET OF THE NORTH 356 FEET OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, LESS THE WEST 121.5 FEET OF THE EAST 549.25 FEET OF THE NORTH 175 FEET OF THE NORTHWEST 1/4 AND LESS THE NORTH 25 FEET FOR ROAD, LOCATED IN SEMINOLE COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND LIMITATIONS OF RECORD, IF ANY.

(PID 22-21-31-300-0110-0000 & PID 22-21-31-300-011F-0000 - COMBINED ON TITLE)

NORTH 597 FEET OF EAST 361.50 FEET OF NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE NORTH 25.0 FEET FOR ROAD RIGHT-OF-WAY, AND FURTHER LESS AND EXCEPT ANY PORTION IN OFFICIAL RECORDS BOOK 2155, PAGE 266, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(PID 22-21-31-300-0100-0000)

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 36'37" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 597.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 36'37" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 178.64 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 8.46 CHAINS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 30'18" WEST, ALONG SAID NORTH LINE OF THE SOUTH 8.46 CHAINS, 800.00 FEET TO A POINT; THENCE DEPARTING SAID LINE, NORTH 00 DEGREES 36'37" WEST, 191.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 585.30 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 36' 54" EAST, 77.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 723 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22, THENCE SOUTH 00 DEGREES 36'37" EAST ALONG SAID WEST LINE, 11.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 597 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22; THENCE NORTH 89 DEGREES 36'54" EAST, ALONG SAID SOUTH LINE OF THE NORTH 597 FEET, 723.01 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22 AND THE POINT OF BEGINNING.

(PID 22-21-31-300-010C-0000)

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 36'37" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 775.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 8.46 CHAINS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 30'18" WEST, ALONG SAID NORTH LINE OF THE SOUTH 8.46 CHAINS, 800.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 30'18" WEST, ALONG SAID NORTH LINE 446.83 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 434; THENCE DEPARTING SAID NORTH LINE, NORTH 00 DEGREES 58'18" WEST, 192.74 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF THE NORTH 585.30 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 36'54" EAST, 448.05 FEET; THENCE SOUTH 00

DEGREES 36'37" EAST, 191.88 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED JULY 8, 2016 IN OFFICIAL RECORDS BOOK 8723, PAGE 222, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Exhibit B: Subject Property Location Map

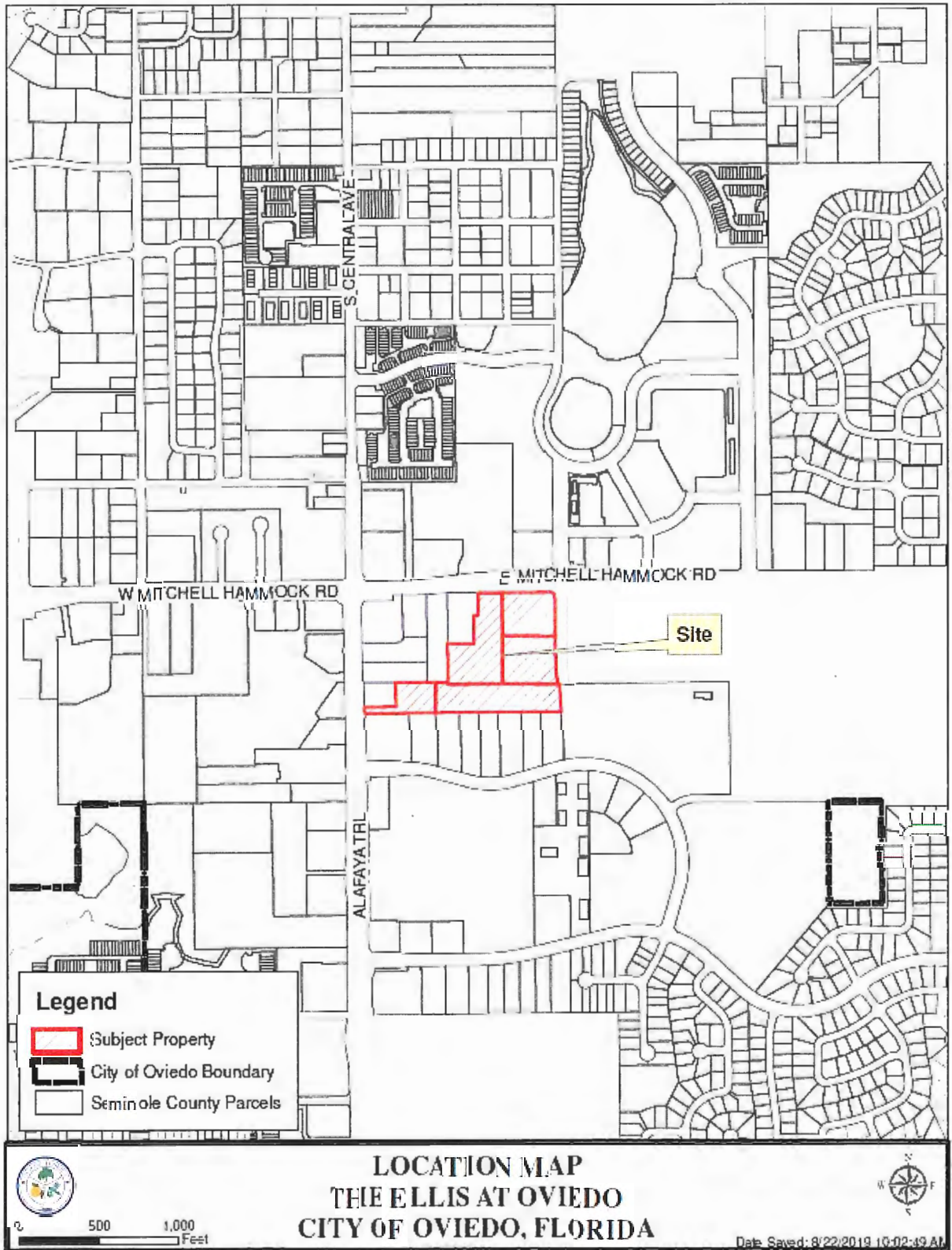


Exhibit C: Current Zoning Map

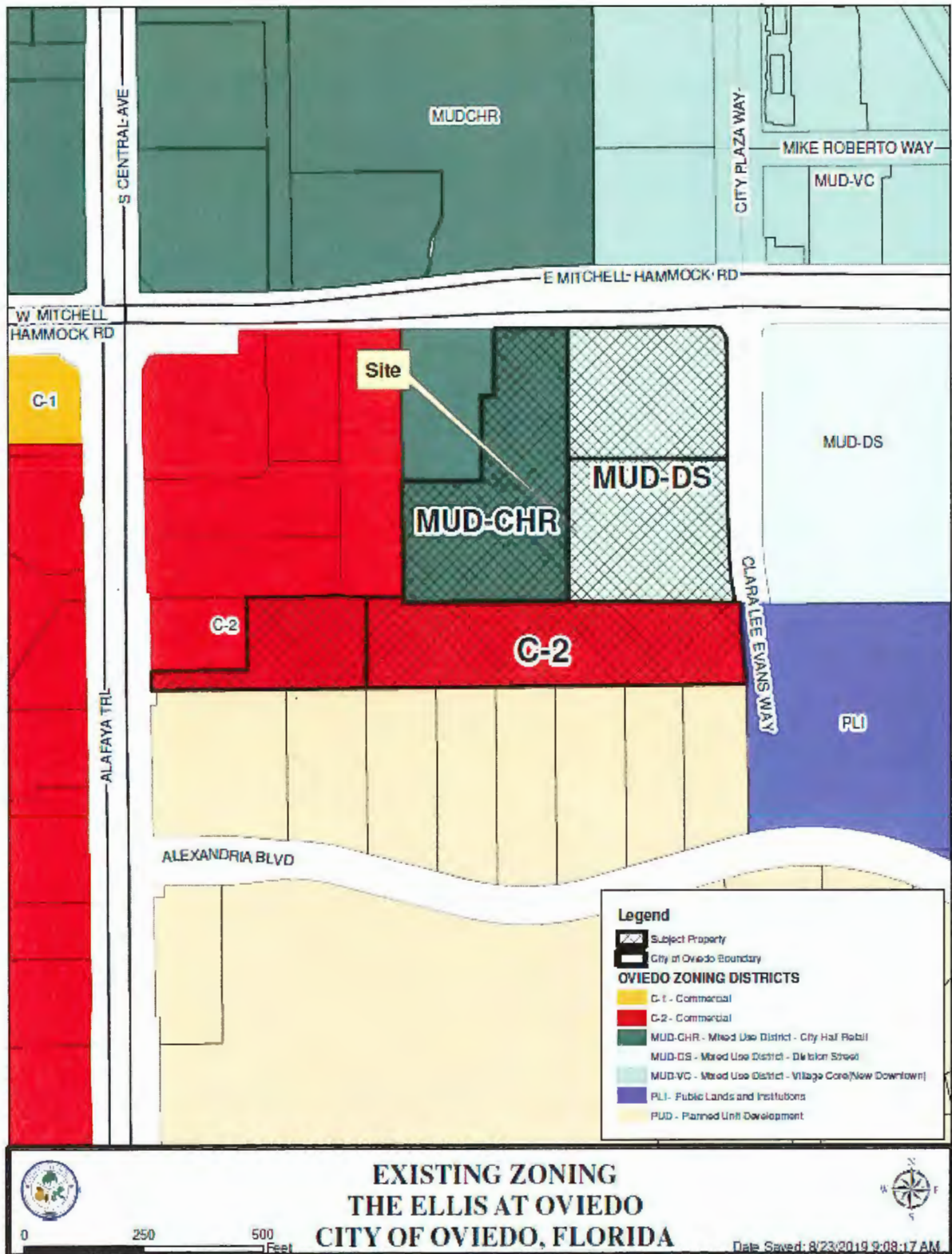


Exhibit D: Proposed Zoning Map

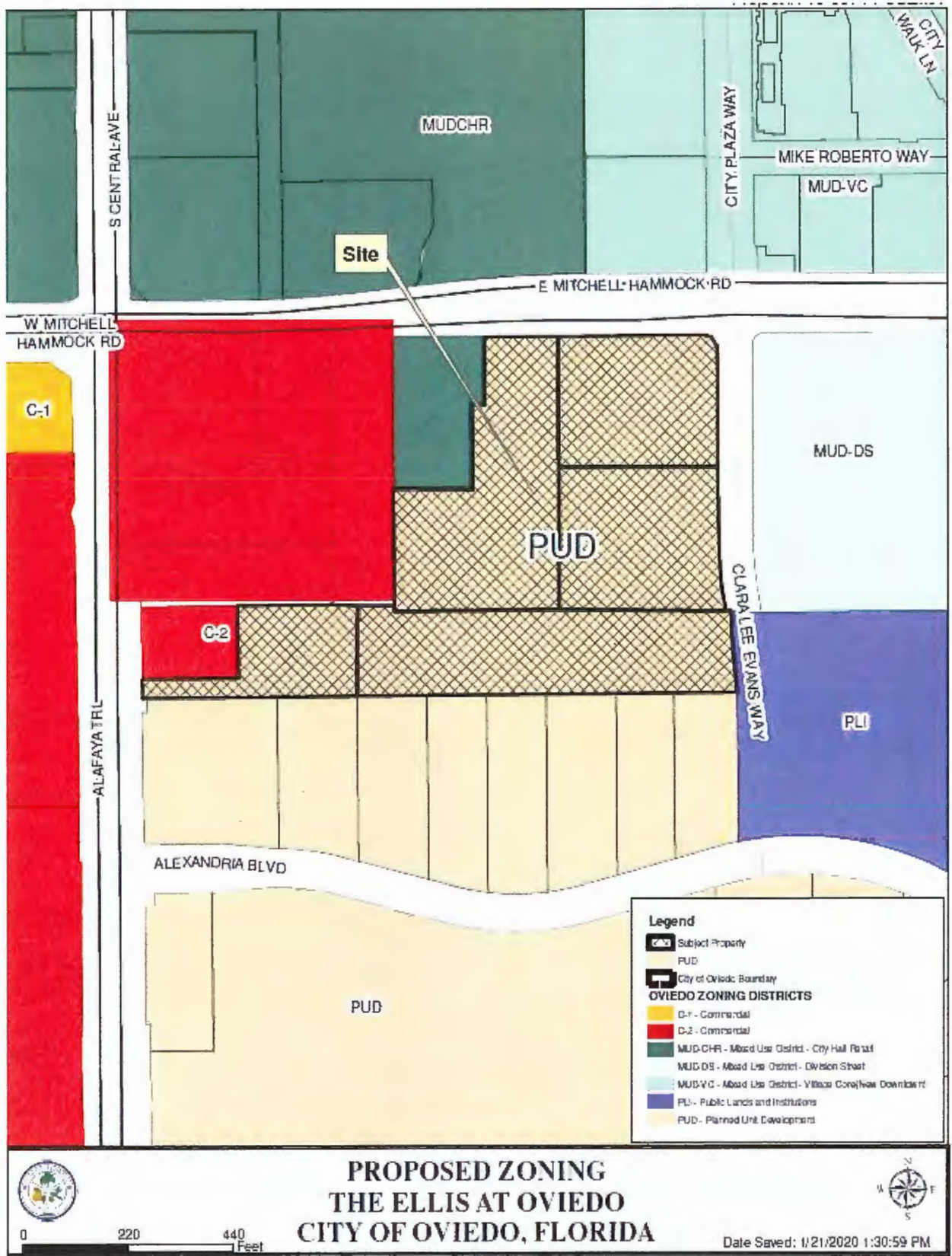


EXHIBIT 1

Prepared by:

Peter-John F. Sutch
CPH, Inc.
500 West Fulton Street
Sanford, Florida 32771

Return to:

Barbara J. Barbour, C.M.C., City Clerk
City of Oviedo, Florida
400 Alexandria Boulevard
Oviedo, Florida 32765

Tax Parcel Identification Numbers: 22-21-31-300-012A-0000, 22-21-31-300-0110-0000, 22-21-31-300-011F-0000, 22-21-31-300-0100-0000 and 22-21-31-300-010C-0000.

THE ELLIS NON-STATUTORY DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

THIS NON-STATUTORY DEVELOPMENT AGREEMENT (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2020, by and between the **CITY OF OVIEDO**, a Florida municipal corporation (herein referred to as the "City"), whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, and **BRAND PROPERTIES, LLC** a Georgia limited liability company (herein referred to as the "Developer"), whose address is 3328 Peachtree Road, Suite 100, Atlanta, Georgia 30326; with the current property owners of the subject properties being Oviedo Acquisition & Development, LLC, whose address is 113 Robin Nest Drive; Oviedo, Florida 32765; ORYX Investments LLC, whose address is 10945 Emerald Chase Drive; Orlando, Florida 32836; Oviedo Medical LLC., whose address is 773 South Lake Jessup Avenue; Oviedo, Florida 32765; and Wilken Property Management, L.L.C.; 174 Mitchell Hammock Road East; Oviedo, Florida 32765, all of whom are referred to herein as the "Property Owners" who join into the provisions of this Development Agreement and when the term "Developer" is used herein, it shall mean and refer to the property owners of the property or their successors.

RECITALS:

WHEREAS, the Developer is the contract purchaser of certain real property consisting of approximately 12.36 acres comprised of tax parcels numbers 22-21-31-300-012A-0000 (currently owned by Oviedo Acquisition & Development, LLC); 22-21-31-300-0110-0000 and 22-21-31-300-011F-0000 (both currently owned by ORYX Investments LLC); 22-21-31-300-0100-0000 (currently owned by Oviedo Medical LLC); and 22-21-31-300-010C-0000 (currently owned by Wilken Property Management, L.L.C.) as assigned by the Seminole County Property Appraiser and located in the City of Oviedo, Seminole County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated by this reference (herein referred to as the "Property"); and

WHEREAS, the Property has been assigned future land use designations of Downtown Mixed Use South of Mitchell Hammock Road Subarea (DMU) for tax parcel numbers 22-21-31-300-0110-0000, 22-21-31-300-012A-0000, and 22-21-31-300-011F-0000 and Commercial (CM) for tax parcel numbers 22-21-31-300-0100-0000, and 22-21-31-300-010C-0000 from the City's *Comprehensive Plan* and zoning classifications of "MUD-CHR" for tax parcel number 22-21-31-300-012A-0000, "MUD-DS" for tax parcel numbers 22-21-31-300-0110-0000 and 22-21-31-300-

011F-0000, and “C-2” for tax parcel numbers 22-21-31-300-0100-0000, and 22-21-31-300-010C-0000 from the City’s *Land Development Code* (“LDC”); and

WHEREAS, the Developer requests a change to the future land use designation to “Mixed Use” and a rezoning classification to Planned Unit Development “PUD”; and

WHEREAS, the Developer intends to develop the Property as a mixed use development with up to 297 multi-family dwelling units and up to 12,000 square feet of gross floor area with “C-2” permissible uses to be known as “The Ellis at Oviedo” (herein referred to as the "Project") as more particularly described in Exhibit "A" attached hereto and incorporated by this reference; and

WHEREAS, the Project’s mixed use and urban characteristics necessitates deviations to certain *LDC* requirements; and

WHEREAS, the City finds that the mixed use development is in the best interests of the City and its citizens, and

WHEREAS, the Developer has filed a Conceptual Development Plan for the Project with the City, August 7, 2019 (herein referred to as the "CDP") which is attached as Exhibit "B" and is incorporated herein by this reference; and

WHEREAS, the City and the Developer desire to set forth certain terms, conditions, and Development Agreements with respect to the development of the Property as set forth herein; and

WHEREAS, the City Attorney, has reviewed the CDP and this Development Agreement and has found them to be legally sufficient; and

WHEREAS, the City’s Local Planning Agency considered the CDP and this Development Agreement at its meeting on February 4, 2020, and thereat, recommended approval; and

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

WHEREAS, the City Council further finds that this Development Agreement is consistent with and an exercise of the City’s powers under s. 2(b), Article VIII of the Florida Constitution the Municipal Home Rule Powers Act, as codified in Section 166.021, Florida Statutes, and the City’s police powers, and other controlling law and legal principles; and

WHEREAS, the City Council adopted Ordinance No. 1691 at its meeting on ____, 2020, approving the CDP and this Development Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, it is hereby resolved and agreed by the City and the Developer that the CDP is approved subject to the following terms and conditions:

SECTION (1). RECITALS.

The above recitals are true and correct and are incorporated herein by this reference.

SECTION (2). AUTHORITY.

This Development Agreement is entered into pursuant to the City’s constitutional powers, the Florida Municipal Home Rule Powers Act, the City’s Comprehensive Plan, the LDC and other controlling law.

SECTION (3). REPRESENTATIONS OF DEVELOPER.

The Developer and the above-referenced property owners, represent and warrant to the City that they have the power and authority to enter into and consummate the terms and conditions of this Development Agreement, that all acts, approvals, procedures and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the case may be, that this Development Agreement and the proposed performance of this Development Agreement by the Developer is not, and will not be, an ultra vires act and that, upon the execution of this Development Agreement by the City and Developer, this Development Agreement shall be valid and binding upon the City and the Developer hereto and the property owners and their successors in interest.

SECTION (4). FINDINGS OF FACTS.

The proposed development consists of the following:

- a. **Land Use:** The Property will be developed as a mixed use development to include multi-family residential and other “C-2” permissible uses.
- b. **Project Size:** 12.36 +/- Acres.
- c. **Density/Intensity Tables:**

Allowable Acreage			
Residential		Commercial	
Min/Max Allowed	Allowable Acreage	Min/Max Allowed	Allowable Acreage
Minimum 40%	4.94 AC	Minimum 20%	2.47 AC
Maximum 80%	9.89 AC	Maximum 60%	7.42 AC

Proposed Development	Acreage	% of Acreage	Max Density/Intensity Allowed	Max Du’s/ Sq.Ft. allowed	Proposed Development Totals
Multi-family	9.89 acres	80%	24 du/acre	237 dus	231 Units

Proposed Development	Acreage	% of Acreage	Max Density/Intensity Allowed	Max Du's/ Sq.Ft. allowed	Proposed Development Totals
Mixed-Use Commercial	2.47 acres	80% Residential	40 du/acre	79 dus	66 units
		20% Nonresidential	Up to 1.0 FAR	107,593 sqft	12,000 sqft

Impacts were based on the proposed use of 297 multi-family units and 12,000 sf of commercial uses. Any changes that would increase the intensity or density of the development will require an amendment to this Development Agreement and CDP and additional studies shall be required to determine if adequate capacity exists prior to the approval of the amendment to this Development Agreement.

- d. **Project Phasing:** The Project may be developed at once or in phases in no specifically established order and subject to independent development application process and procedures. No phase will be permitted for development without the necessary infrastructure constructed in place and operational to allow the phase to function independently and at the full level of service required with respect to transportation, stormwater, potable water service and sanitary sewer service. Regardless of the phasing, all access points will be constructed during the initial phase of construction.

SECTION (5). CITY OF OVIEDO CONDITIONS OF APPROVAL.

The Developer agrees to fully comply with the following terms, conditions, restrictions, and agreements with respect to the development of the Project. Unless specifically addressed herein, the LDC shall apply.

a. **Principal Uses**

A mixed use development consisting of multi-family residential and “C-2” zoned permissible uses to include, but not limited to, shopping center, restaurants, retail sales, and bank allowed under the LDC in effect at the time of Site Development Order (SDO) application submittal. Special exception uses under the LDC, shall be prohibited.

b. **Accessory Uses**

Permissible accessory uses are those commonly associated with the principal use and shall include, but are not limited to, pools, patio seating, dog park, community meeting room/clubhouse, gym, and community management office.

c. **Building and Development**

- i. *Maximum Building Height: 60 feet.*

Building height shall be the vertical distance measured from the finished grade adjacent to the building to the top of the ceiling plate (exclusive of rooftop mechanical or equipment enclosures).

ii. *Maximum Architectural Feature Height: 75 feet.*

Architectural feature height shall be the vertical distance measured from the finished grade adjacent to the building to the highest point of the architectural feature.

iii. *Minimum Building Setbacks:*

Principal Building Setbacks:

Front: 20 feet.

Side: 20 feet.

Rear: 20 feet.

Accessory use building setbacks shall be in accordance with *LDC* or principal use setbacks, whichever is less.

Buildings internal to the development shall be separated from each other by a minimum of 20 feet.

At grade patios adjacent to buildings will not be subject to building setback requirements, but must meet landscape buffer requirements.

iv. *Minimum Project Parking Required:*

Residential Vehicle Parking: 1.4 spaces per dwelling unit.

Commercial Vehicle Parking: 4.5 spaces per 1,000 square feet.

Bicycle Parking: 5% of required vehicle parking.

Minimum Vehicle Parking Space Size: 9 feet x 18 feet.

The Project shall provide 1 electric vehicle charging station to serve 2 adjacent parking spaces each.

Loading and unloading zones may be satisfied by use of required parking spaces. Required parking spaces used for loading and unloading shall have signage indicating hours when the space is to be used for loading and unloading. When a required parking space is used as a loading and unloading zone, any loading and unloading activity may only occur between the hours of 6:00 AM and 10:00 AM with the exception that trucks under 24 feet in length are exempt from hour restrictions. The loading and unloading space may be located in front of dumpster enclosures provided unobstructed emergency vehicle access is maintained. During Site Development Order review, the applicant shall demonstrate that the loading and unloading area shall be of sufficient size to accommodate the numbers and types of vehicles that are likely to use the loading and unloading zone. Final determination shall be made by the land use administrator.

v. *Lighting:*

- a. Vehicle use area site lighting shall be mounted at a maximum height of 35 feet above grade.
- b. Lighting shall conform to the downtown lighting standards in the LDC with the exception that a maximum uniformity ratio of 10 to 1 is acceptable.
- c. Pedestrian area lights shall be mounted to maximum height of 16 feet.
- d. Site lighting may be direct buried or mounted on raised concrete.
- e. Light poles may be located in required buffer yards if coordinated with required buffer trees and approved by the land use administrator.
- f. Right of way street lighting is not required along Clara Lee Evans Way since street lighting already exists within right of way.
- g. All initial/recurring monthly lighting fees (contribution in aid of construction fees, energy, maintenance, and rental fees) for onsite lighting within the Project shall be incurred by the Developer or a commercial owners association created in accordance with Florida Law.
- h. The Applicant will address the installation of down lighting at the time of Site Development Order Review.

vi. *Conceptual Development Plan:* The CDP included in this Development Agreement as Exhibit B, while representing the general development intention for the project, is conceptual in nature. Vehicular circulation, access, parking and pedestrian connectivity shall be provided at the time of final Site Development Order review. Minor adjustments to internal vehicle circulation, access, parking, building locations, and internal pedestrian connectivity proposed by Developer as a part of the Site Development Order plans may be administratively approved by the Land Use Administrator without amending the CDP if no additional deviations are created and the Land Use Administrator determines the adjustments are materially consistent with the approved CDP.

d. **Landscaping and Buffering**

i. *Minimum Landscape Buffers:*

Mitchell Hammock Road: Average 20 feet width (10 feet minimum). Buffer plantings shall be consistent with the New Downtown Development and Redevelopment District landscape requirements.

Clara Lee Evans Way: Average 20 feet width (10 feet minimum). Buffer plantings shall be consistent with the New Downtown Development and Redevelopment District landscape requirements. If not otherwise specified, canopy trees shall be placed at a rate of 1 tree per 30 linear feet of buffer length, exclusive of permitted driveways. Small and medium trees may be grouped with no gap greater than 65 feet. Sidewalk for Clara Lee Evans Way may be located in buffer when there is insufficient width in the right of way. An easement for the sidewalk will be provided at time of SDO review.

Remaining Project Perimeter: 10 feet in width. Buffer plantings shall be consistent with the new Downtown Development and Redevelopment District landscape requirements. A continuous hedge shall be provided along parking areas adjacent to project perimeter.

- ii. *Vehicle Use Area ("VUA")*: Landscaping shall be a minimum of 10% of the total VUA and shall be calculated for the Project overall. The east/west drive aisle connecting Alafaya Trail to Clara Lee Evans Way shall not be included as part of the Project VUA. A landscaped island 8 feet in width as measured from back of curb shall be provided for every 10 spaces in a row.
- iii. *Street Trees*: Street trees shall be per the new downtown Development and Redevelopment District landscape requirements for the New Downtown District. The requirement for street trees may be fulfilled by a contribution to the right of way tree bank, which may be used by the City to address tree plantings as it deems appropriate in accordance with the LDC. Final determination on acceptance of tree bank contribution in lieu of planting shall be made by the land use administrator.
- iv. *Lot Trees*: Required lot trees shall be a minimum of 14 trees per net buildable acre for the Project overall. Planted and qualifying preserved trees in the Project, including those in the retention pond area, parking areas, and buffers shall count toward meeting the Project overall lot tree requirement.
- v. *Landscape Plan*: A landscape plan demonstrating compliance with the standards of this Development Agreement shall be submitted at the time of Site Development Order review.

e. **Transportation**

- i. Project access driveway locations and distances shall be allowed as illustrated on the CDP.
- ii. The Project is projected to generate 3,039 gross daily trips as calculated using the trip generation values defined in the Institute of Transportation Engineers *Trip Generation Manual, 10th Edition*. The project is projected to generate 181 net new PM Peak hour trips and is therefore required to provide 3 mobility strategies in accordance with the Comprehensive Plan. The Developer may propose; a ride share lobby, car share for residents, increased sidewalk widths, enclosed bike storage, and payment into the City's mobility fund as mobility strategies.
- iii. The east/west drive aisle connecting Alafaya Trail to Clara Lee Evans Way shall only be required to provide sidewalk along one side and the sidewalk shall be a minimum width of 6 feet.
- iv. The east/west drive aisle connecting Alafaya Trail to Clara Lee Evans way to Alafaya Trail shall have a minimum drive aisle width of 24 feet.
- v. The Developer shall dedicate a 24' wide cross access easement ("Cross Access Easement") located on the Property traversing from Alafaya Trail to Clara Lee Evans Way in the

general area depicted on the CDP. The cross access easement shall be dedicated, in a form acceptable to the City Attorney.

- vi. The Developer shall bear the cost of all street signs, traffic control signs and devices within the Project boundaries. Such signs and devices shall be placed at appropriate locations approved by the City.
- vii. The Developer shall bear the costs of any roadway improvements required by the City or the Florida Department of Transportation (FDOT) for the Project.
- viii. The Developer shall pay transportation impact fees consistent with the City's impact fee codes and ordinances as amended from time-to-time, at building permit issuance or at a point in the development of the Project pursuant to a fair share development agreement.
- ix. The Developer shall pay transportation impact fees consistent with the County's requirements at the time required by the County's Impact Fee Ordinance.
- x. Sight distance at intersections shall be maintained in accordance with the FDOT's Florida Design Manual, Chapter 212.11.1 (formerly FDOT Design Standard Index 546).
- xi. The Developer shall construct an eastbound right turn only lane at the Project entrance on Mitchell Hammock Road.
- xii. The Developer shall modify existing easements within the Project as determined to be necessary by the City.
- xiii. The interior parking field that serves only the multi-family portion of the project may be gated.
- xiv. The east/west drive aisle and sidewalk connecting Alafaya Trail to Clara Lee Evans Way shall be open to the public.
- xv. The parking adjacent to onsite commercial uses shall be open to the public.
- xvi. The Developer shall make best efforts to work with the owner of tax parcel number 22-21-31-300-009B-0000 on a cross access easement at a mutually agreeable location and with terms and conditions agreeable to both parties and in a form acceptable to the City Attorney.

f. **Stormwater Management**

- i. The onsite stormwater management facilities shall be privately owned and maintained by the Developer.
- ii. The stormwater management system will be designed in accordance with the appropriate sections of the *LDC*, the City's *Engineering Standards Manual (ESM)* and St. Johns River Water Management District (SJRWMD) regulatory requirements. The Developer shall comply with conditions required by SJRWMD for the Project. The site is not considered a recharge area and will therefore be required to have the post development rate of

discharge not exceed the pre development rate of discharge for the twenty-five year/twenty-four hour storm.

- iii.* Stormwater management areas may be over excavated for fill to be used onsite as approved by permit from the SJRWMD.
- iv.* Littoral zones within wet detention ponds are not required, unless required by SJRWMD.
- v.* Notwithstanding the foregoing, the City shall adhere to the provisions of Section 166.033, Florida Statutes.

g. Potable Water, Wastewater, Reuse Water

- i.* Water - Potable water shall be provided by the City. The water distribution system shall be sized and constructed in accordance with the requirements of the City's ESM.
- ii.* Sewer - Wastewater collection shall be provided by the City. The wastewater system will be sized and constructed in accordance with the City's ESM requirements.
- iii.* Reclaimed Water – Reclaimed water shall be provided by the City. The reclaimed water system shall be sized and constructed in accordance with the City's ESM.
- iv.* Capital Recovery Charge Payment - The Developer shall pay water capital recovery charges and sewer connection fees, in accordance with applicable City codes and ordinances, at the time of Florida Department of Environmental Protection (FDEP) application or at the time of building permit issuance, whichever occurs first.
- iv.* Effect of Payment - Payment of water capital recovery charges vests water capacity with the City for the term of this Development Agreement as it may be extended from time to time.

h. Solid Waste

Solid waste containers and compactors that are visible from Clara Lee Evans Way shall be screened by walls that are architecturally compatible with the buildings onsite and landscaped with a hedge capable of growing to 80% the height of the enclosure within 3 years. Four (4) understory trees shall be planted around the enclosure. The enclosure shall use solid opaque gates, and comply with all other screening requirements of the LDC.

i. Open Space

- i.* The Project shall provide a minimum of 30% open space.
- ii.* Mini-park areas shall be provided in accordance with the LDC .
- iii.* Project areas that qualify for mini-parks shall qualify as open space except impervious areas.
- iv.* 50% of parking areas constructed with permeable pavement shall qualify as open space for up to 10% of required open space.

- v. Dry stormwater pond areas shall qualify as open space if landscaped, curvilinear, and unfenced.
- vi. Dog parks, art trails, and jogging trails shall qualify as usable open space for the purpose of complying with Comprehensive Plan Policy 6-1-1.3

j. **Signage**

- i. Primary Multi-tenant Shopping Center ID Monument: The Project shall be allowed 1 free-standing primary multi-tenant shopping center two-sided monument sign at the Project's entrance along Mitchell Hammock Road. The sign shall be allowed a maximum of 60 square feet of permanent sign copy area and maximum height of 12 feet for copy area. An architectural feature may extend to a maximum height of 13 feet. The front setback for the multi-tenant sign shall be a minimum of 10 feet and side setback shall be a minimum of 10 feet. Sign location shall be generally as illustrated in Exhibit "C". Sign design shall be generally consistent with architectural design illustrated in Exhibit "D".
- ii. Secondary Multi-tenant Shopping Center ID Monument: The Project shall be allowed 1 free-standing secondary multi-tenant shopping center two-sided monument sign at the Project's southern entrance along Clara Lee Evans Way. The sign shall be allowed a maximum of 40 square feet of permanent sign copy area and maximum height of 8 feet for copy area. An architectural feature may extend to a maximum height of 9 feet. The front setback for the sign shall be a minimum of 10 feet and the side setback shall be a minimum of 10 feet. Sign location shall be generally as illustrated in Exhibit "C". Sign design shall be generally consistent with architectural design illustrated in Exhibit "E".
- iii. Multi-family ID Monument: The Project shall be allowed 1 free-standing multi-family two-sided monument shopping center sign at the entrance along Alafaya Trail. The sign shall be allowed a maximum of 40 square feet of permanent sign copy area and maximum height of 8 feet. An architectural feature may extend to a maximum height of 9 feet. The front setback for the monument sign shall be a minimum of 10 feet and side setback shall be a minimum of 10 feet. Sign location shall be generally as illustrated Exhibit "C". Sign design shall be generally consistent with architectural design illustrated in Exhibit "F".
- iv. Primary ID Blade: The Project shall be allowed 1 wall-mounted primary shopping center two-sided projecting (blade) sign on the Mitchell Hammock Road façade. The sign shall be allowed a maximum of 40 square feet of permanent sign copy area, maximum height of 16 feet 9 inches and maximum projection of 3 feet 6 inches. Sign location shall be generally as illustrated in Exhibit "C". Sign design shall be generally consistent with architectural design illustrated in Exhibit "G".
- v. Project ID Wall-mounted: The Project shall be allowed 1 wall-mounted shopping center sign on the Mitchell Hammock Road facade. The permanent sign copy area shall be 10% or less of total façade area. Sign location shall be generally as illustrated in Exhibit "C". Sign design shall be generally consistent with architectural design illustrated in Exhibit "H".

- vi. Project ID Building Entry: The Project shall be allowed 1 wall-mounted shopping center sign at each building entry. The permanent sign copy area shall be 10% or less of total façade area. Sign location shall be generally as illustrated in Exhibit “C”. Sign design shall be generally consistent with architectural design illustrated in Exhibit “I”.
- vii. Leasing Center ID Directional Sign: The Project shall be allowed 1 free-standing leasing center two-sided monument shopping center sign at the Primary building entrance along Mitchell Hammock Road. The sign shall be allowed a maximum of 18 square feet of permanent sign copy area and maximum height of 6 feet the front setback for the monument sign shall be a minimum of 10 feet and side setback shall be a minimum of 10 feet. Sign location shall be generally as illustrated in Exhibit “C”. Sign design shall be generally consistent with architectural design illustrated in Exhibit “J”.
- viii. Retail Tenant ID: Retail building wall signage shall be a maximum of 2 square feet per linear foot of building primary façades. Allowable building signage shall be calculated per store primary frontage. Building signage shall be allowed on all building sides and on architectural features. The maximum size of a single sign on a building shall be 200 square feet. Multiple signs per tenant are allowed if allocated to different façade elevations. A second sign is allowed per tenant on a single façade, at the landlord’s discretion, if one is on an architectural feature. Sign location shall be generally as illustrated in Exhibit “C”. Sign design shall be generally consistent with architectural design illustrated in Exhibit “K”.
- ix. Vehicular Directional: The Project shall be allowed vehicular directional signs as required to direct vehicular traffic throughout the property. The signs shall be freestanding, two-sided and non-illuminated. The sign shall be allowed a maximum of 4 square feet of permanent sign copy area and maximum height of 4 feet. Sign location shall be generally as illustrated in Exhibit “C”. Sign design shall be generally consistent with architectural design illustrated in Exhibit “L”.
- x. Pedestrian Directional: The Project shall be allowed pedestrian directional signs as required to direct people throughout the property. The sign shall be freestanding, two-sided and non-illuminated. The sign shall be allowed a maximum of 4 square feet of permanent sign copy area and maximum height of 4 feet. Sign location shall be generally as illustrated in Exhibit “C”. Sign design shall be generally consistent with architectural design illustrated in Exhibit “M”.
- xi. Property Signs: The Project shall be allowed property signs as required for identification and notice information throughout the Property. The signs shall be freestanding, 2-sided and non-illuminated. The sign shall be allowed a maximum of 2.25 square feet of permanent sign copy area and maximum height of 4 feet. Sign locations shall be generally as illustrated in Exhibit “C”. Sign design shall be generally consistent with architectural design illustrated in Exhibit “N”.
- xii. Building Number ID: The project shall be allowed 1 wall-mounted building number ID sign for each building façade not facing a public right of way. The sign shall be allowed a maximum of 7 square feet of permanent sign copy area. Sign location shall be generally

as illustrated in Exhibit “C”. Sign design shall be generally consistent with architectural design illustrated in Exhibit “O”.

xiii. Internally Lighted: All building and free standing signage may be internally lighted with the exception of those noted above as non-illuminated. Sign permits are required for each sign.

xiv. Sign Bases: All signs must have a base of 60% or more of the sign width and shall have a landscaped area at least equal to the sign area. Internal pedestrian and directional signs shown in Exhibits “J”, “L”, “M”, and “N” shall be exempt from base requirements if located in a landscaped area.

k. Tree Protection/Removal, and other Environmental Issues

i. Trees removal shall be identified at the time of SDO review within the Project but shall be subject to the limitations of controlling state law.

ii. Impacts and mitigation for impacts to onsite threatened and endangered species will be allowed as permitted by the Florida Fish and Wildlife Conservation Commission (“FFWCC”).

iii. The Developer shall comply with all applicable local, State and Federal environmental regulations and laws; provided, however, the City recognizes and shall adhere to the provisions of Section 166.033, Florida Statutes.

iv. Champion trees do not exist within the property or project area.

l. Architectural Requirements

i. The Project shall comply with the multi-family and mixed use architectural design standards of the LDC unless otherwise noted in this Development Agreement or approved by architectural development order.

ii. The Project shall be required to provide a 400 square feet in size patio/plaza area within the Project. A conceptual location for the required patio/plaza is illustrated in the CDP. The Developer may propose a new location for the patio/plaza at the time of SDO review. The Developer may propose a larger patio/plaza area or additional patio/plaza areas of varying size at the time of SDO review. The patios/plazas may include outdoor seating associated with a permissible use provided such seating is open to the public and not exclusive to a use.

iii. iv. The maximum footprint for any individual building within the Project shall be 40,000 square feet

m. Historic and Archeological Resources

No historic or archeological resources are known to exist within the Project at the time this Development Agreement was executed.

SECTION (6). IMPACT FEES.

- a. Applications for building permits for the Project shall comply with the City's impact fee ordinances applicable to the Project, as the same shall exist at the time of the building permit application including, but not limited to, impact fees for administrative facilities, transportation, recreation and parks, law enforcement, potable water, sewer, and fire rescue. The Developer shall pay City impact fees for each portion of the Project. The Developer may purchase impact fee credits from other parties that hold bona fide impact fee credits on account at the City.
- b. For transportation impact fees, the Developer may elect either to (a) pay the amount assessed by the City, or (b) perform an alternate impact fee study for a phase ("Alternate Impact Fee Study") pursuant to the provisions of the City's codes and ordinances relating to individual assessment of impact fees. If the Developer elects to perform an Alternate Impact Fee Study, the Developer shall give notice to the City and the alternate impact fee Study shall be completed prior to and acted upon by the City prior to the issuance of a building permit for the pertinent phase of project development. The alternate impact fee study shall evaluate the Project's actual impact upon the City's transportation infrastructure according to the methodology used for the particular public facility provided in the impact fee study technical report. Upon review and approval of the alternate impact fee study by the City, the City shall assess the Developer impact fees in the amount determined pursuant to the City's review of alternate impact fee study.

SECTION (7). CONCURRENCY MANAGEMENT/PUBLIC FACILITIES.

Public facility services available to the Project including transportation, potable water, wastewater, solid waste, schools, and stormwater management, meet the concurrency management adopted levels of service as established by the City for the Project. Upon full execution of this Development Agreement, the Project is hereby vested as to facilities with the exception of potable water; provided, however, that the Project shall not be exempt from utility charges, costs and assessments. Payment of water capital recovery charges, subject to reductions for existing development, vests potable water capacity with the City. Proposed permissible uses may be increased or reduced and interchanged provided that the minimum and maximum allowed Project intensity/density defined herein remains in compliance and Project trip generation set forth herein shall not be exceeded.

SECTION (8). DOWN-ZONING.

The Project shall not be subject to down-zoning, unit density reduction, or intensity reduction, unless the City can demonstrate that this Development Agreement was based on substantially inaccurate information provided by the Developer, or that change is clearly established by the City to be essential to the public health, safety, or welfare.

SECTION (9). EXPIRATION.

This Development Agreement including the CDP attached as Exhibit 1 shall not expire.

SECTION (10). BREACH.

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

SECTION (11). NOTICES.

All notices required or permitted to be given under the Development Agreement must be in writing and must be delivered to the City or the Developer at its address set forth below (or such other address as may be hereafter be designated in writing by such party). Any such notice must be personally delivered or sent by registered or certified mail or overnight courier. Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, or certified mail) or on the date which is 3 days after such notice is deposited in the United States mail (if sent by registered or certified mail). The party's addresses for the delivery of all such notices are as follow:

As to City:	Bryan Cobb City Manager Oviedo City Hall 400 Alexandria Blvd. Oviedo, Florida 32765
With a copy to:	Stenstrom, McIntosh, Colbert, & Whigham, P.A. 300 International Parkway, Suite 100, Lake Mary, Florida 32746
As to Developer:	Michael Hoath Brand Properties 3328 Peachtree Road, Suite 100 Atlanta, Georgia 30326
With a copy to:	Lowndes, Drosdick, Doster, Kantor & Reed c/o Hal Kantor, Esquire 215 North Eola Drive Orlando, Florida 32801

SECTION (12). VESTED.

This Development Agreement provides the Developer a vested right to expeditiously develop the land and use it pursuant to the terms of this Development Agreement and CDP consistent with controlling law.

SECTION (13). AMENDMENTS.

- a. This Development Agreement shall not be modified or amended except by written agreement executed in recordable form by all parties hereto and approved by the City Council.

- b. If permit requirements and conditions are imposed by the County, SJRWMD, FFWCC, United States Army Corps of Engineers, FDEP, or any other applicable jurisdiction significantly change the design of the CDP or create conflicts or inconsistencies with the conditions of this Development Agreement and/or the CDP, this Development Agreement and the CDP shall be amended and approved by the City Council prior to the continuation of any development activities within the Project. With the submittal of a final site construction plan application, the Developer shall demonstrate that the Project is and will continue to be consistent with all conditions of the CDP and this Development Agreement.
- c. Non-substantial changes to the approved CDP that do not result in additional deviations shall be reviewed during final site construction plan review and architectural development order and may be approved by the Land Use Administrator. Non-substantial changes would include adjustments to, parking, building locations, , etc.

SECTION (14). SEVERABILITY.

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

SECTION (15). SUCCESSORS AND ASSIGNS.

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

SECTION (16). GOVERNING LAW AND VENUE.

This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute hereunder shall be the Circuit Court of Seminole County, Florida.

SECTION (17). EFFECTIVE DATE.

This Development Agreement shall be effective upon execution of this Development Agreement by all parties.

SECTION (18). RECORDATION.

Upon execution of this Development Agreement by all parties, this Development Agreement and any amendments hereto shall be recorded by the City with the Seminole County Clerk of the Courts after its execution by the City. The Developer shall pay the costs to record this Development Agreement.

SECTION (19). PERMITS.

The failure of this Development Agreement to address any particular City, County, State, or Federal permit, condition, term or restriction shall not relieve the Developer or the City of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

SECTION (20). THIRD PARTY RIGHTS.

This Development Agreement is not a third party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

SECTION (21). SPECIFIC PERFORMANCE.

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

SECTION (22). ENTIRE DEVELOPMENT AGREEMENT.

This Development Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto.

SECTION (23). ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in litigation at the trial level, or upon appellate appeal.

SECTION (24). FORCE MAJEURE.

The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default of this Development Agreement. However, if such failure is due to unforeseeable or unpredictable event or condition beyond the control of such party including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period set forth hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION (25). CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

- a. The Developer's failure to perform reasonably each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Developer written notice of said default ("Default Notice"). Upon receipt of a Default Notice, the Developer shall have a 90 day opportunity to commence corrective actions to cure the default prior to filing said action or terminating this Development Agreement ("Cure Period"); provided, however, that if the default is in nature not capable of being cured within the Cure Period, this Development Agreement shall remain effective for as long as reasonably necessary for Developer to cure the default so long as Developer diligently pursues such cure. Upon termination of the Development Agreement, all parties shall immediately be released of rights and obligations hereunder.

- b. The Developer acknowledges that if this Development Agreement is ever terminated, the Project shall be deemed null and void and the development permitted or proposed in this Development Agreement shall no longer be permitted, unless otherwise approved by the City Council.

ADOPTED by the City of Oviedo this _____ day of _____, 2020.

IN WITNESS WHEREOF, the City and the Developer have caused this Development Agreement to be duly executed by their duly authorized representatives as of the date first above written.

Approved as to form and legality for use and
reliance by the City of Oviedo, Florida

City of Oviedo, Florida

By: _____
William L. Colbert, Esquire
City Attorney

By: _____
Megan Sladek
Mayor

Date: _____

Attest: _____
Barbara J. Barbour, C.M.C.
City Clerk

ADDITIONAL SIGNATURE BLOCKS FOLLOW:

Signed, sealed and delivered
in the presence of:

"DEVELOPER"

By: Brand Properties

Signature

Michael Hoath, President

Printed Name

Date:_____

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Michael Hoath, on behalf of the corporation.

(Notary Seal)

Notary Public, State of Florida at Large

Print Name:_____

Commission No:_____

My Commission Expires:_____

ADDITIONAL SIGNATURE BLOCKS FOLLOW:

Signed, sealed and delivered
in the presence of:

**OVIEDO ACQUISITION &
DEVELOPMENT, LLC**

Signature
Genaro Toro, Manager

Fernando Fernandez, Manager
Date:_____

Signature
Alfredo Guardado, Manager

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ___ day of _____,
2020, by Fernando Fernandez, Genaro Toro and Alfredo Guardado who are personally known by
me or who provided the following form of identification:
_____..

(Notary Seal)

Notary Public, State of Florida at Large

Print Name:_____
Commission No:_____
My Commission Expires:_____

ADDITIONAL SIGNATURE BLOCKS FOLLOW:

Signed, sealed and delivered
in the presence of:

ORYX INVESTMENTS LLC

Signature
Printed Name: _____

Raied Alani, Manager
Date: _____

Signature
Printed Name: _____

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by Raied Alani who is personally known by me or who provided the following form of identification: _____.

(Notary Seal)

Notary Public, State of Florida at Large

Print Name: _____

Commission No: _____

My Commission Expires: _____

ADDITIONAL SIGNATURE BLOCKS FOLLOW:

Signed, sealed and delivered
in the presence of:

OVIEDO MEDICAL, LLC

Signature
Sammy K. Nasser, Manager

Bassam I. Nasser, Manager
Date: _____

Signature
Tony J. Nasser, Manager

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ___ day of _____,
2020, by Bassam I. Nasser, Sammy K. Nasser and Tony J. Nasser who are personally known by
me or who provided the following form of identification:

_____..

(Notary Seal)

Notary Public, State of Florida at Large

Print Name: _____

Commission No: _____

My Commission Expires: _____

ADDITIONAL SIGNATURE BLOCK FOLLOWS:

Signed, sealed and delivered
in the presence of:

**WILKEN PROPERTY MANAGEMENT,
L.L.C.**

Signature
Printed Name: _____

Henry J. Wilken, III, Manager
Date: _____

Signature
Printed Name: _____

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this __ day of _____,
2020, by Henry J. Wilken, III who is personally known by me or who provided the following form
of identification: _____..

(Notary Seal)

Notary Public, State of Florida at Large

Print Name: _____

Commission No: _____

My Commission Expires: _____

Exhibit "A"

(Project Legal Description)

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS AND FROM SURVEY COVER

(PID 22-21-31-300-012A-0000)

(A) BEGIN 428 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. THENCE RUN WEST 100 FEET, SOUTH 175 FEET, EAST 100 FEET, NORTH 175 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST; THENCE RUN NORTH 89°41'24" WEST 528.00 FEET ALONG THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE RUN SOUTH 00°05'49" WEST 25.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°41'24" EAST 100.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MITCHELL HAMMOCK ROAD; THENCE RUN SOUTH 00°05'49" WEST 0.74 FEET; THENCE RUN WESTERLY 79.60 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5715.00 FEET, A CENTRAL ANGLE OF 00°47'53", AND A CHORD OF 79.60 FEET THAT BEARS SOUTH 88°59'26" WEST; THENCE RUN SOUTH 88°35'30" WEST 20.42 FEET; THENCE RUN NORTH 00°05'49" EAST 3.18 FEET TO THE POINT OF BEGINNING AND BEING THE SAME PROPERTY AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1997, PAGE 1541, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(B) THE SOUTH 241 FEET OF THE NORTH 597 FEET OF THE WEST 361.5 FEET OF THE EAST 723 FEET OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AND UTILITIES, OVER THE EAST TEN FEET OF THE WEST 361.5 FEET OF THE EAST 723 FEET OF THE NORTH 376 FEET OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, LESS THE NORTH 25 FEET FOR ROAD.

(C) THE WEST 187.75 FEET OF THE EAST 549.25 FEET OF THE NORTH 356 FEET OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, LESS THE WEST 121.5 FEET OF THE EAST 549.25 FEET OF THE NORTH 175 FEET OF THE NORTHWEST 1/4 AND LESS THE NORTH 25 FEET FOR ROAD, LOCATED IN SEMINOLE COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND LIMITATIONS OF RECORD, IF ANY.

(PID 22-21-31-300-0110-0000 & PID 22-21-31-300-011F-0000 - COMBINED ON TITLE)

NORTH 597 FEET OF EAST 361.50 FEET OF NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE NORTH 25.0 FEET FOR ROAD RIGHT-OF-WAY, AND FURTHER LESS AND EXCEPT ANY PORTION IN OFFICIAL RECORDS BOOK 2155, PAGE 266, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(PID 22-21-31-300-0100-0000)

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 36'37" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 597.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 36'37" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 178.64 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 8.46 CHAINS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 30'18" WEST, ALONG SAID NORTH LINE OF THE SOUTH 8.46 CHAINS, 800.00 FEET TO A POINT; THENCE DEPARTING SAID LINE, NORTH 00 DEGREES 36'37" WEST, 191.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 585.30 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 36' 54" EAST, 77.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 723 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22, THENCE SOUTH 00 DEGREES 36'37" EAST ALONG SAID WEST LINE, 11.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 597 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22; THENCE NORTH 89 DEGREES 36'54" EAST, ALONG SAID SOUTH LINE OF THE NORTH 597 FEET, 723.01 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22 AND THE POINT OF BEGINNING.

(PID 22-21-31-300-010C-0000)

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 36'37" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 775.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 8.46 CHAINS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 30'18" WEST, ALONG SAID NORTH LINE OF THE SOUTH 8.46 CHAINS, 800.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 30'18" WEST, ALONG SAID NORTH LINE 446.83 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 434; THENCE DEPARTING SAID NORTH LINE, NORTH 00 DEGREES 58'18" WEST, 192.74 FEET ALONG SAID EASTERLY RIGHT OF

WAY LINE TO A POINT ON THE SOUTH LINE OF THE NORTH 585.30 FEET OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22; THENCE
ALONG SAID SOUTH LINE NORTH 89 DEGREES 36'54" EAST, 448.05 FEET; THENCE
SOUTH 00 DEGREES 36'37" EAST, 191.88 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED IN THAT CERTAIN SPECIAL
WARRANTY DEED RECORDED JULY 8, 2016 IN OFFICIAL RECORDS BOOK 8723, PAGE
222, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Exhibit "B"

(Conceptual Development Plan)

THE ELLIS AT OVIEDO

CITY OF OVIEDO, FLORIDA

CONCEPTUAL DEVELOPMENT PLAN

Exhibit B

264 EAST MITCHELL HAMMOCK ROAD
OVIEDO, FLORIDA 32765



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A & E Firm

16115 TOWN CENTER
SUITE 200
OVIEDO, FL 32765

Prepared By:
CPH, Inc.
State of Florida License:
Engine No. 2715
Surveyor No. LB1143
Architect No. A21700003
Landscape No. LC120298

PROPERTY OWNERS

PARCELS 22-21-31-300-0110-0000 AND
22-21-31-300-011F-0000
ORIX NV, LLC
10945 EMERALD CHASE DRIVE
ORLANDO, FLORIDA 32736
ATTN: RAIED ALANI

PARCEL 22-21-31-300-0100-0000
OVIEDO MEDICAL, LLC
773 SOUTH LAKE JESSUP AVENUE
OVIEDO, FLORIDA 32765
ATTN: BASSAM NASSER

PROPERTY OWNERS

PARCEL 22-21-31-300-012A-0000
OVIEDO ACQUISITIONS & DEV, LLC
3688 HOLLYWOOD PLACE
OVIEDO, FLORIDA 32765
ATTN: ALFREDO GUARDAO

PROPERTY OWNERS

PARCEL 22-21-31-300-010C-0000
WILKEN PROPERTY MANAGEMENT, LLC
174 EAST MITCHEL HAMMOCK ROAD
OVIEDO, FLORIDA 32765
ATTN: HENRY WILKEN III

APPLICANT

BRAND PROPERTIES
3328 PEACHTREE ROAD NE, SUITE 100
ATLANTA, GEORGIA 30325
ATTN: MICHAEL HOATH
E-MAIL: MHOATH@BRANDPROPERTIES.COM
PHONE: (404) 372-0067
FAX: (404) 996-8906

CIVIL ENGINEER

CPH, INC.
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SANFORD, FLORIDA 32771
ATTN: PETER JOHN P. SUTCH, P.E.
E-MAIL: PSUTCH@CPHPCORP.COM
PHONE: (407) 332-6841
FAX: (407) 330-0639

UTILITY PROVIDERS

WATER, SEWER, AND RECLAIMED WATER
CITY OF OVIEDO PUBLIC WORKS
1650 EVANS STREET
OVIEDO, FLORIDA 32765
ATTN: STEVE SANTIAGO
E-MAIL: SSANTIAGO@CITYOFOVIEDO.NET
PHONE: (407) 971-6692

TRANSPORTATION ENGINEER

CPH, INC.
500 WEST FULTON STREET, SUITE 105
TAMPA, FLORIDA 33609
ATTN: SANDRA GORMAN, P.E.
E-MAIL: SGORMAN@CPHPCORP.COM
PHONE: (813) 288-4233
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DUKE ENERGY
2801 WEST S.W. 426
OVIEDO, FLORIDA 32765
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E-MAIL: MITCHELL.BOGLE@DUKE-ENERGY.COM
PHONE: (407) 359-4536
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SURVEYOR

CPH, INC.
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FAX: (407) 330-0639

GAS

TECO PEOPLES GAS
600 W. ROBINSON STREET
ORLANDO, FLORIDA 32801
ATTN: J.J. MORRIS
E-MAIL: JMORRIS@TECOENERGY.COM
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FAX: (407) 420-6502

ENVIRONMENTAL SCIENTIST

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FAX: (407) 330-0639

CABLE

SPECTRUM
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ORLANDO, FLORIDA 32801
ATTN: MARVIN USRY, JR.
E-MAIL: MARVIN.USRY@MYBRIGHTHOUSE.COM
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TELEPHONE

A&T DISTRIBUTION
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SANFORD, FLORIDA 32771
ATTN: SCOTT LORENZ
E-MAIL: SL4484@ATT.COM
PHONE: (407) 302-7611
FAX: (407) 307-3402

PARCEL ID NUMBERS:	ACRES	EXISTING FLU	PROPOSED FLU	EXISTING ZONING	PROPOSED ZONING
22-21-31-300-0110-0000	2.09	DMU	MU	MUD-DS	PUD
22-21-31-300-011F-0000	2.32	DMU	MU	MUD-DS	PUD
22-21-31-300-012A-0000	3.35	DMU	MU	MUD-CHR	PUD
22-21-31-300-0100-0000	3.32	CM	MU	C-2	PUD
22-21-31-300-010C-0000	1.28	CM	MU	C-2	PUD

PROJECT LEGAL DESCRIPTION

Legal Description: (TITLE COMMITMENT NO. F1201812016C/ATL-180300)

THE GRANTOR HEREBY CONFIRMS THE VALIDITY OF THE INTEREST OF THE GRANTEE IN THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION SET FORTH ABOVE. THE GRANTEE'S INTEREST IN THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION SET FORTH ABOVE IS SUBJECT TO THE INTEREST OF THE GRANTEE IN THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION SET FORTH ABOVE. THE GRANTEE'S INTEREST IN THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION SET FORTH ABOVE IS SUBJECT TO THE INTEREST OF THE GRANTEE IN THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION SET FORTH ABOVE.

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VICINITY MAP
N.T.S.

Section 22, Township 21 South, Range 31 East

PROJECT DESCRIPTION

THE PROJECT SITE CONSISTS OF APPROXIMATELY 12.36 ACRES ON THE SOUTHWEST CORNER OF MITCHELL HAMMOCK ROAD AND CLARA LEE EVANS WAY IN THE CITY OF OVIEDO.

THE CURRENT ZONING IS MUD-CHR, MUD-DS & C-2. THE FUTURE LAND USE DESIGNATION IS DMU SOUTH OF MITCHELL HAMMOCK SUBAREA AND CM.

THE DEVELOPER INTENDS TO DEVELOP THE PROPERTY AS A MIXED USE CONSISTING OF 297 MULTI-FAMILY DWELLING UNITS AND UP TO 12,000 S.F. OF GROUND FLOOR AREA WITH "C-2" PERMISSIBLE USES TO BE KNOWN AS THE ELLIS AT OVIEDO.

INDEX OF SHEETS

- COVER SHEET
- EXISTING CONDITIONS
- CONCEPTUAL DEVELOPMENT PLAN
- PRELIMINARY STORMWATER MANAGEMENT PLAN

COVER SHEET

THE ELLIS AT OVIEDO
BRAND PROPERTIES
CITY OF OVIEDO, SHERIDAN COUNTY, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR FURTHER DETAILS.

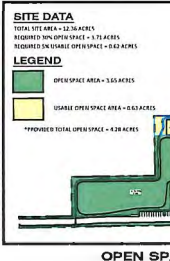
Sheet No.
1

BUILDING	DESCRIPTION
BUILDING 1	2 FLOOR MULTI-FAMILY WITH 1,800 S.F. OF COMMERCIAL ON GROUND FLOOR
BUILDING 2	4 FLOOR MULTI-FAMILY WITH 4,000 S.F. OF COMMERCIAL ON GROUND FLOOR
BUILDING 3	3 FLOOR MULTI-FAMILY WITH 1,800 S.F. OF COMMERCIAL ON GROUND FLOOR
BUILDING 4	3 FLOOR MULTI-FAMILY WITH 1,800 S.F. OF COMMERCIAL ON GROUND FLOOR
BUILDING 5	3 FLOOR MULTI-FAMILY WITH 1,800 S.F. OF COMMERCIAL ON GROUND FLOOR
BUILDING 6	3 FLOOR MULTI-FAMILY WITH 1,800 S.F. OF COMMERCIAL ON GROUND FLOOR

PROJECT AREA	41.20 AC
EXISTING ZONING	MUD-CR, MUD-OC, E-03
PROPOSED ZONING	RM
PROPOSED LAND USE	RES. CM
PROPOSED FUTURE LAND USE	MIXED USE

SITE DATA

LANDSCAPING AND BUFFERING
 MITCHELL HAMMOCK ROAD: BUFFER 10 FEET MINIMUM. BUFFER PLANTINGS SHALL BE 10 FEET MINIMUM IN HEIGHT AND 4 FEET MINIMUM IN WIDTH. BUFFER PLANTINGS SHALL BE 10 FEET MINIMUM IN HEIGHT AND 4 FEET MINIMUM IN WIDTH. BUFFER PLANTINGS SHALL BE 10 FEET MINIMUM IN HEIGHT AND 4 FEET MINIMUM IN WIDTH. BUFFER PLANTINGS SHALL BE 10 FEET MINIMUM IN HEIGHT AND 4 FEET MINIMUM IN WIDTH.



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A Full Service A & E Firm
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 West Palm Beach, FL 33411
 Phone: 561.833.4444

Plans Prepared By:
 CPH, Inc.
 Site of Florida License:
 Engineer No. 2815
 Surveyor No. 18745
 Architect No. 043800018
 Landscape No. LC00858

ADDITIONAL NOTES:
 PERMISSIBLE ACCESSORY USES ARE THOSE COMMONLY ASSOCIATED WITH THE PRINCIPAL USE AND SHALL INCLUDE, BUT ARE NOT LIMITED TO, PEOPLE PARK SEATING, COMMUNITY MEETING ROOM, CLUBHOUSE, GYM, AND COMMUNITY MANAGEMENT OFFICE.

PRINCIPAL BUILDING SETBACKS:
 FRONT: 20 FT
 SIDE: 20 FT
 REAR: 20 FT

NOTE: ACCESSORY USE BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH LDC ON PRINCIPAL USE SETBACKS WHICH EVER IS LESS.

BUILDINGS INTERNAL TO THE DEVELOPMENT SHALL BE SEPARATED FROM EACH OTHER BY A MINIMUM OF 20 FEET.

AT GRADE PATIOS ADJACENT TO BUILDINGS MUST BE SUBJECT TO BUILDING SETBACK REQUIREMENTS, BUT MUST MEET LANDSCAPE BUFFER REQUIREMENTS.

BUILDING AND DEVELOPMENT:
 MAX. BUILDING HEIGHT: 07'
 MAX. ARCHITECTURAL FEATURE HEIGHT: 07'
 MAX. HEIGHT: 12.00 FT
 MAX. GROSS FLOOR AREA: 207 MULTIFAMILY RESIDENTIAL DWELLING UNITS
 MIN. PROPOSED OPEN SPACE: 300

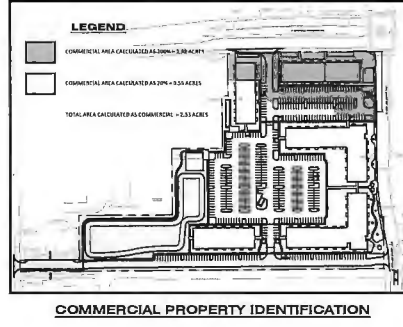
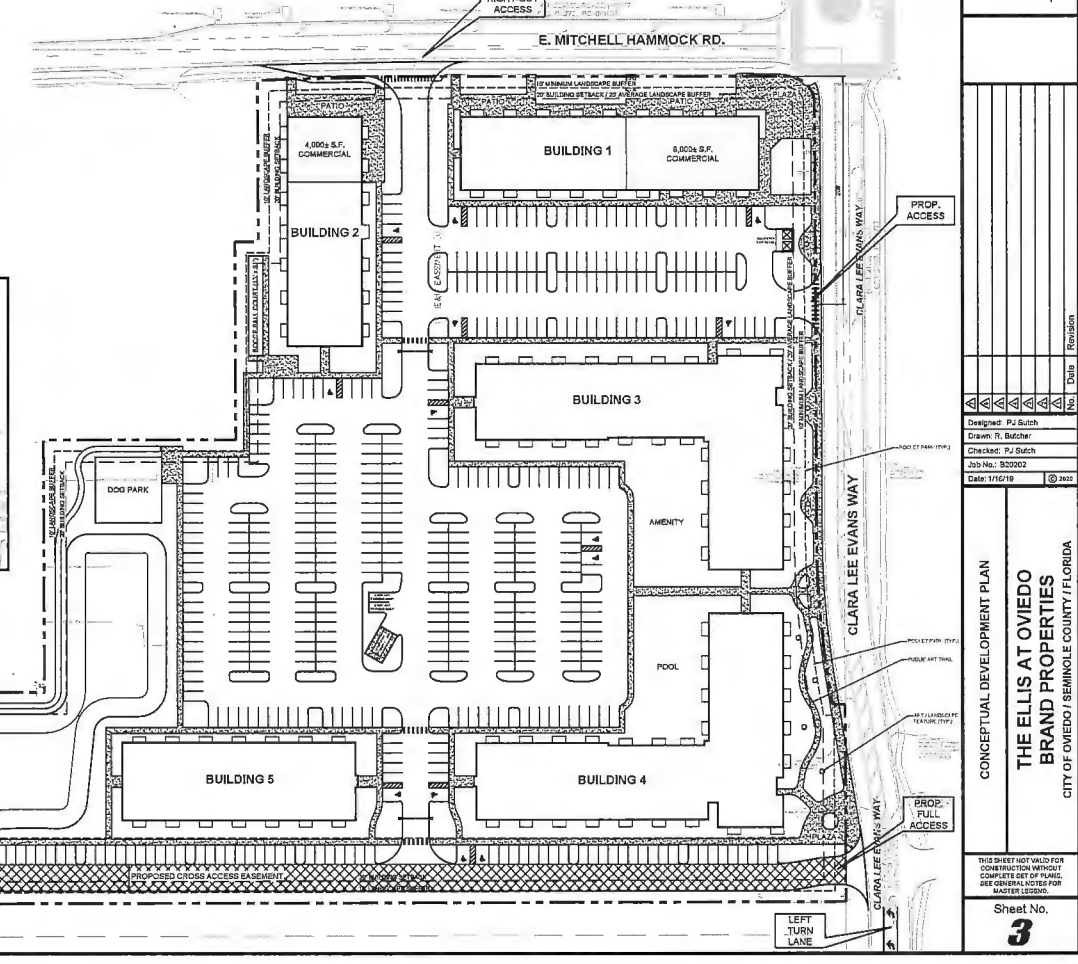
REMAINING PROJECT PERMETER: TO FEET IN WIDTH. BUFFER PLANTINGS SHALL BE CONSISTENT WITH THE NEW DOWNTOWN DEVELOPMENT AND REDEVELOPMENT DISTRICT LANDSCAPE REQUIREMENTS. A CONTINUOUS HEDGE SHALL BE PROVIDED ALONG PARKING AREAS ADJACENT TO PROJECT PERMETER.

VEHICLE USE AREA (VA): LANDSCAPING SHALL BE A MINIMUM OF 10% OF THE TOTAL VA AND SHALL BE CALCULATED FOR THE PROJECT OVERALL. THE EXISTING DRIVE ASSESSMENT CONNECTING ALAFAYA TRAIL TO CLARA LEE EVANS WAY SHALL NOT BE INCLUDED AS PART OF THE PROJECT VA. A LANDSCAPE BUFFER 3 FEET IN WIDTH AND FINISHED FROM BACK OF CURB SHALL BE PROVIDED FOR EVERY 10 SPACES IN A ROW.

STREET TREES: STREET TREES SHALL BE PER THE NEW DOWNTOWN DEVELOPMENT AND REDEVELOPMENT DISTRICT LANDSCAPE REQUIREMENTS FOR THE NEW DOWNTOWN DISTRICT. THE REQUIREMENT FOR STREET TREES MAY BE FULFILLED BY A CONTRIBUTION TO THE RIGHT OF WAY TREE BANK, WHICH MAY BE USED BY THE CITY TO ADDRESS TREE PLANTINGS AS IT DEEMES APPROPRIATE BY ACCORDANCE WITH THE LDC. FINAL DETERMINATION ON ACCEPTANCE OF TREE BANK CONTRIBUTION IN LIEU OF PLANTING SHALL BE MADE BY THE LAND USE ADMINISTRATOR.

LOT TREES: REQUIRED LOT TREES SHALL BE A MINIMUM OF 14 TREES PER NET BUILDABLE ACRES FOR THE PROJECT OVERALL. PLANTED AND QUALIFIED PRESERVE TREES SHALL BE INCLUDED IN THESE IN THE NET OPEN SPACE AREA. PARKING AREAS AND BUFFERS SHALL COMPLY WITH THE CITY TREE REQUIREMENTS.

LANDSCAPE PLAN: LANDSCAPE PLAN DEMONSTRATING COMPLIANCE WITH THE STANDARDS OF THIS DEVELOPMENT AGREEMENT SHALL BE SUBMITTED AT THE TIME OF SDG REVIEW.



Allowable Acreage	Residential	Commercial
Min/Max Allowed	1.00/4.54 AC	1.00/4.54 AC
Minimum 40%	4.54 AC	2.47 AC
Maximum 20%	19.89 AC	7.42 AC

Density Proposed Use	Average	% of Average	Maximum Density Allowed	Maximum Units Allowed	Maximum Units Proposed
Multi-Family	4.99 U/A	80%	24 U/A	237 Units	231
Medial Use	1.98 U/A	N/A	10 U/A	79 Units	66
Total	9.89	80%	N/A	316 Units	297

Proposed Use	Average FAR	% of FAR	Max. FAR Allowed	Maximum GFA Proposed	Maximum FAR Proposed
Commercial	2.27	20%	Up to 11	107,597	13,882.57

IMPACTS: IMPACTS WILL BE BASED ON THE PROPOSED USE OF 267 MULTIFAMILY UNITS AND 12,800 S.F. OF COMMERCIAL USES. IMPACTS WILL BE BASED ON THE PROPOSED USE OF 267 MULTIFAMILY UNITS AND 12,800 S.F. OF COMMERCIAL USES. IMPACTS WILL BE BASED ON THE PROPOSED USE OF 267 MULTIFAMILY UNITS AND 12,800 S.F. OF COMMERCIAL USES.

MINIMUM PARKING: RESIDENTIAL VEHICLE PARKING: 1.4 SPACES PER DWELLING UNIT. COMMERCIAL VEHICLE PARKING: 4.5 SPACES PER 1,000 SQUARE FOOT. BIKE PARKING: 1% OF REQUIRED VEHICLE PARKING. THE PROJECT SHALL PROVIDE 1 ELECTRIC VEHICLE CHARGING STATION TO SERVE ADJACENT SPACES.

NOTES:
 1. MINIMUM PARKING REQUIREMENTS ARE AS DEFINED IN THE NON-REGULATORY DEVELOPMENT AGREEMENT.
 2. STAIRWAY PARKING SPACES MAY BE #3 IF:
 a. ACCESSIBLE VEHICLE PARKING IS PROVIDED IN ACCORDANCE WITH FLORIDA BUILDING CODE AND CITY OF OVEDO REQUIREMENTS.
 b. BICYCLE PARKING IS PROVIDED. INTERNAL CIRCULATION RAMP, ETC. WILL BE PROVIDED AT TIME OF FINAL DEVELOPMENT AGREEMENT.
 3. WITH A REQUIRED PARKING SPACE IS TO BE A SHORING AND UNLOADING ZONE. ANY LOADING AND UNLOADING ACTIVITY MAY ONLY OCCUR BETWEEN THE HOURS OF 9:00 AM AND 10:00 AM WITH THE EXCEPTION THAT TRUCKS UNDER 14 FEET IN LENGTH ARE EXEMPT FROM HOUR RESTRICTIONS.

SIGNALS:
 MITCHELL HAMMOCK ROAD INTERSECTION: 60' STOP; COPY AREA, 15 FEET MAX. HEIGHT. CLARA LEE EVANS WAY INTERSECTION: 40' STOP; COPY AREA, 8 FEET MAX. HEIGHT. REAR 15' SIGN BUILDING SIGNAGE: 20' STOP; 15' SIGN FOOT OF PRIMARY FACADE.

NOTES:
 1. ALL BUILDING AND FREESTANDING SIGNAGE MAY BE INTERNALLY LIGHTED.
 2. THE MAXIMUM SIZE OF A SINGLE SIGN ON A BUILDING SHALL BE 300 S.F.
 3. ALLOWABLE BUILDING SIGNAGE AS CALCULATED TO THE TOTAL BUILDING MAY BE SHARED BY ALL USES WITHIN THE BUILDING.
 4. MULTIPLE SIGNS FOR THE SAME AREA ALLOWED FOR THE COMMERCIAL USES PER THE APPROVAL DEVELOPMENT AGREEMENT.
 5. OTHER IDENTIFICATION SIGNAGE SHALL BE ALLOWED AS DEFINED IN THE NON-REGULATORY DEVELOPMENT AGREEMENT.
 6. FULL SIGNAGE REQUIREMENTS ARE DETAILED IN THE DEVELOPMENT AGREEMENT.
 ALL SIGNS MUST HAVE A BASE OF 60% OR MORE OF THE SIGN WIDTH AND SHALL HAVE A LANDSCAPE AREA AT LEAST EQUAL TO THE SIGN AREA. INTERNAL SIGNAGE AND DIRECTIONAL SIGNS SHALL BE 18" HIGH X 14" WIDE AND SHALL BE LOCATED IN FRONT OF THE SIGNAGE.

PROPOSED SIGNAGE:
 THE PROJECT MAY BE DEVELOPED AT ONCE OR IN PHASES IN NO SPECIFICALLY ESTABLISHED ORDER AND SUBJECT TO INTERPHASE DEVELOPMENT APPLICATION PROCESS AND PROCEDURES. NO PHASE WILL BE PERMITTED FOR DEVELOPMENT WITHOUT THE NECESSARY PERMITS BEING OBTAINED IN PHASE AND OPERATIONAL TO ALLOW THE PHASE TO FUNCTION INDEPENDENTLY AND AT THE FULL LEVEL OF SERVICE. SIGNAGE SHALL BE DESIGNED TO IDENTIFY THE PHASES. ALL ACCESS POINTS WILL BE CONSTRUCTED DURING THE INITIAL PHASE OF CONSTRUCTION.

EXISTING RIGHT IN/RIGHT OUT ACCESS ON S.R. 434

POSSIBLE FUTURE CROSS ACCESS

CONCEPTUAL DEVELOPMENT PLAN

THE ELLIS AT OVIEDO BRAND PROPERTIES

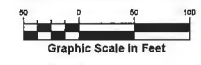
CITY OF OVIEDO / SEMINOLE COUNTY, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No. **3**

Designated:	P.J. Stuch
Drawn:	R. Butcher
Checked:	P.J. Stuch
Job No.:	16202
Date:	1/16/18

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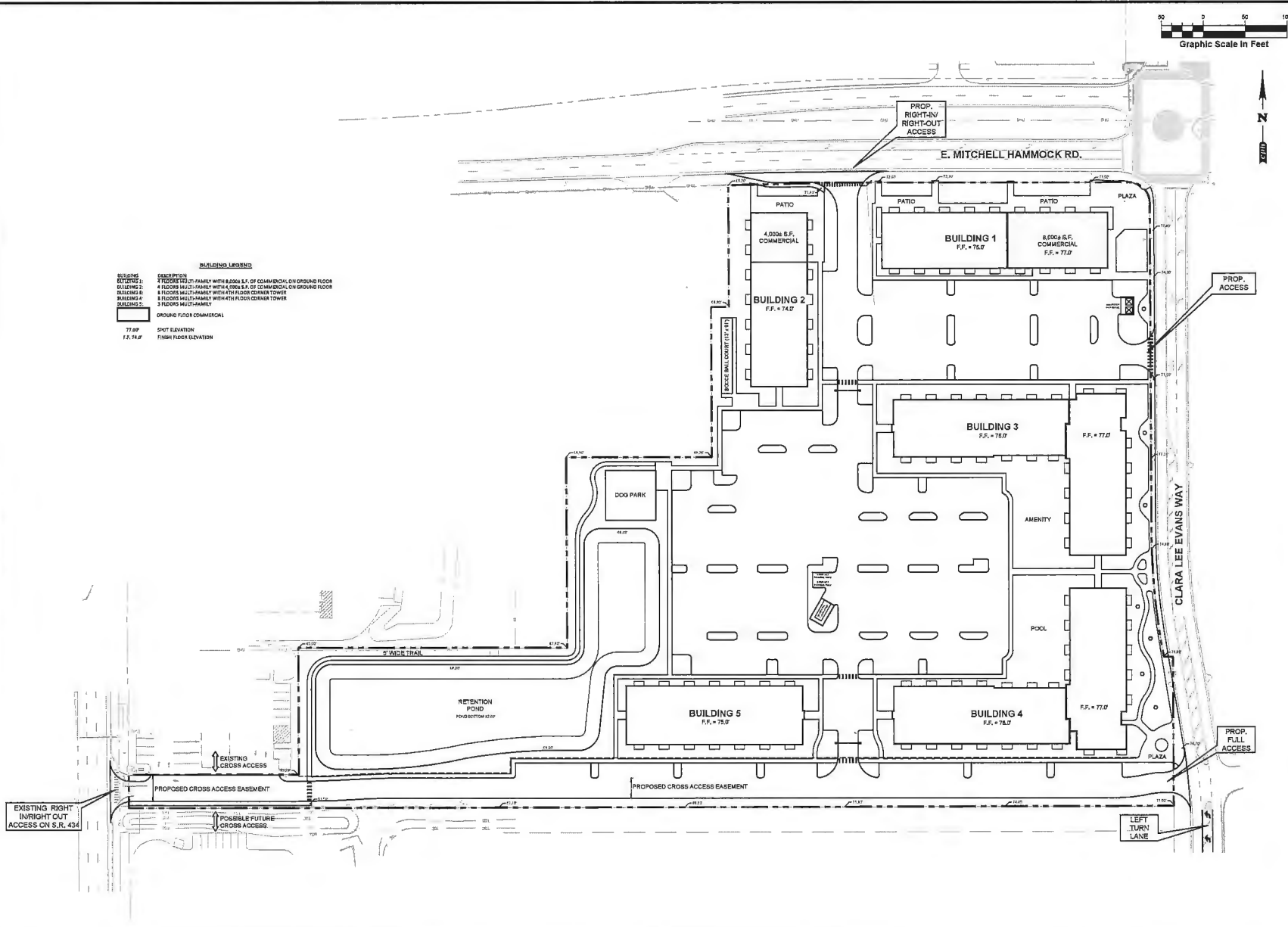
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Prepared By:
 CPH, Inc.
 State of Florida License:
 Engineer No. 2317
 Surveyor No. LB1743
 Landscape No. LA2000053
 Landscape No. LC200218

BUILDING LEGEND

BUILDING	DESCRIPTION
BUILDING 1	7 FLOORS MULTI-FAMILY WITH 8,000 S.F. OF COMM. ON GROUND FLOOR
BUILDING 2	4 FLOORS MULTI-FAMILY WITH 4,000 S.F. OF COMM. ON GROUND FLOOR
BUILDING 3	8 FLOORS MULTI-FAMILY WITH 4TH FLOOR CORNER TOWER
BUILDING 4	8 FLOORS MULTI-FAMILY WITH 4TH FLOOR CORNER TOWER
BUILDING 5	3 FLOORS MULTI-FAMILY

77.00' GROUND FLOOR COMMERCIAL
 77.00' SHOT ELEVATION
 75.75.00' FINISH FLOOR ELEVATION



No.	Date	Revision

Designed: PJ Butch
 Drawn: R. Butcher
 Checked: PJ Butch
 Job No.: 202232
 Date: 1/16/18

PRELIMINARY STORMWATER MANAGEMENT PLAN

THE ELLIS AT OVIEDO
BRAND PROPERTIES

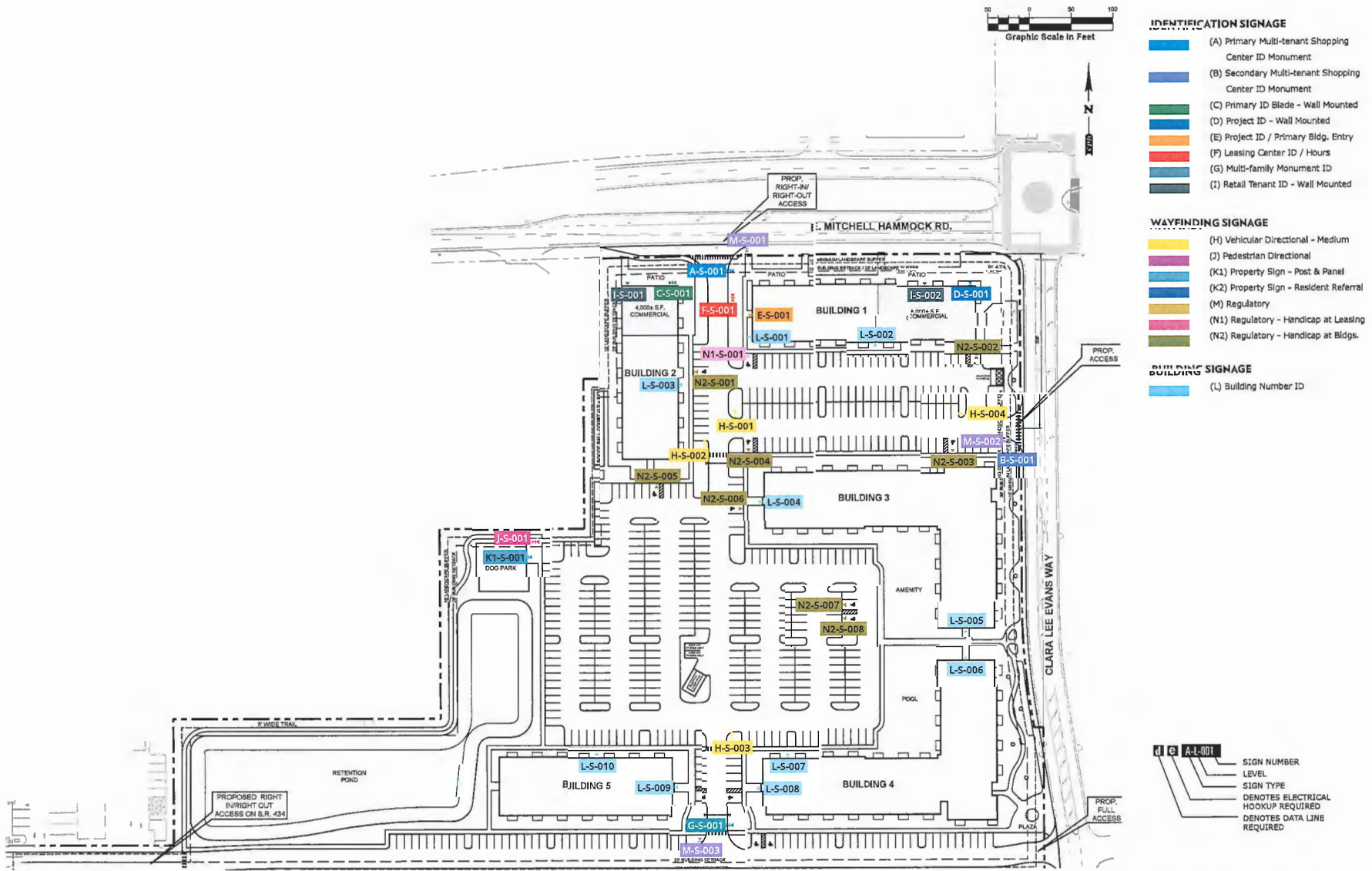
CITY OF OVIEDO / SEMINOLE COUNTY / FLORIDA

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Sheet No.
4

Exhibit "C"

(Sign Location Exhibit)



- IDENTIFICATION SIGNAGE**
- (A) Primary Multi-tenant Shopping Center ID Monument
 - (B) Secondary Multi-tenant Shopping Center ID Monument
 - (C) Primary ID Blade - Wall Mounted
 - (D) Project ID - Wall Mounted
 - (E) Project ID / Primary Bldg. Entry
 - (F) Leasing Center ID / Hours
 - (G) Multi-family Monument ID
 - (I) Retail Tenant ID - Wall Mounted

- WAYFINDING SIGNAGE**
- (H) Vehicular Directional - Medium
 - (J) Pedestrian Directional
 - (K1) Property Sign - Post & Panel
 - (K2) Property Sign - Resident Referral
 - (M) Regulatory
 - (N1) Regulatory - Handicap at Leasing
 - (N2) Regulatory - Handicap at Bldgs.

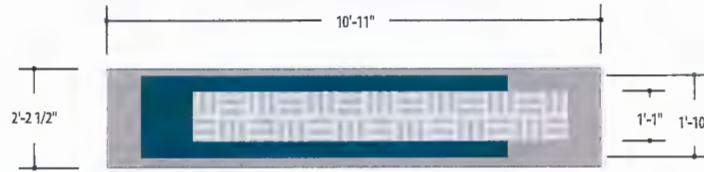
- BUILDING SIGNAGE**
- (L) Building Number ID

	THE ELLIS AT OVIEDO Exterior Sign System	ARCHITECT TBD	DEVELOPER Brand Properties	LOCATION PLAN Site	DATE CREATED 08.02.2019	REVISIONS 4.	EXHIBIT C
					DRAWN BY PB/LD	1. 2019.10.15 5.	
					CHECKED BY SHC	2. 6.	
					PROOFED BY LD	3. 7.	

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Exhibit "D"

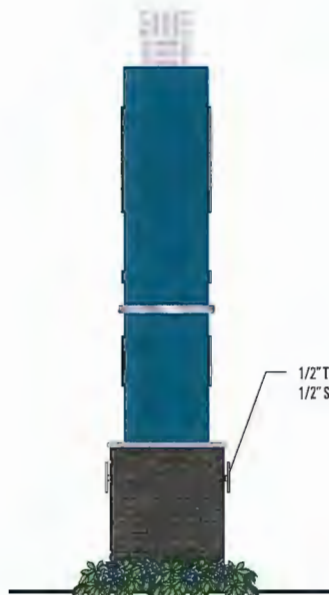
(Primary Multi-Tenant Shopping Center ID Monument)



PLAN VIEW
SCALE: 3/8" = 1'-0"



FRONT ELEVATION
SCALE: 3/8" = 1'-0"



SIDE VIEW
SCALE: 3/8" = 1'-0"

- PAINTED FABRICATED ALUMINUM SIGN CABINET WITH MASKED & PAINTED PATTERNING TO WRAP ALL SIDES
- INTERNALLY ILLUMINATED PAINTED CABINET WITH REMOVABLE PANELS FOR ALTERNATE CONFIGURATIONS; NO EXPOSED FASTENERS ON FACE
- 1/2" PUSH THROUGH WHITE ACRYLIC LOGO & COPY
- 2" X 2" X 1/8" SQUARE ALUMINUM TUBE ACCENT BAR; PAINTED TO MATCH
- INTERNALLY ILLUMINATED TENANT LOGOS
- FABRICATED ALUMINUM BASE; CLAD IN BRICK/STONE VENEER TO MATCH ARCHITECTURE OF BUILDING WITH PAINTED ALUMINUM CAP
- LANDSCAPING IS TO BE EQUAL TO THE SIGN AREA AND COORDINATED BY OTHERS

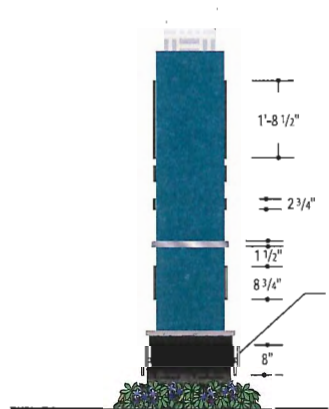
ADD/ALT:
EXTERIOR GROUND LIGHTS TO WASH PLANTER FACE AND ADDRESS NUMBER
SIGN FACE TOTAL SF: 60 SF

	PROJECT	THE ELLIS <i>Exterior Sign</i>	DWG TITLE	PRIMARY MULTI-TENANT SHOPPING CENTER ID MONUMENT <i>Sign Type A</i>	SCALE	DATE	REVISIONS			EXHIBIT D
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	1	2	3	
					DRAWN BY		CHECKED BY		PROOFED BY	
					MD/SW		SHC		LD	

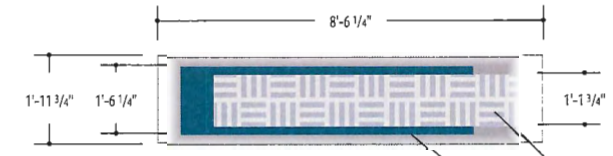
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Exhibit "E"

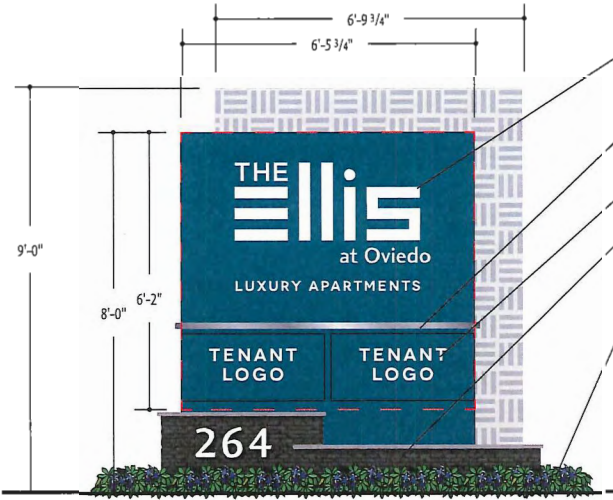
(Secondary Multi-Tenant Shopping Center ID Monument)



SIDE VIEW
SCALE: 3/8" = 1'- 0"



PLAN VIEW
SCALE: 3/8" = 1'- 0"



FRONT ELEVATION
SCALE: 3/8" = 1'- 0"

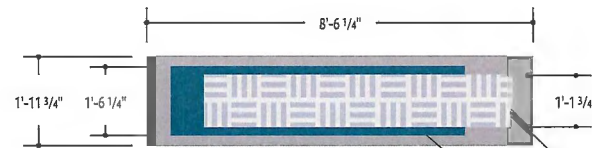
- PAINTED FABRICATED ALUMINUM SIGN CABINET WITH MASKED & PAINTED PATTERNING TO WRAP ALL SIDES
- INTERNALLY ILLUMINATED PAINTED CABINET WITH REMOVABLE PANELS FOR ALTERNATE CONFIGURATIONS; NO EXPOSED FASTENERS ON FACE
- 1/2" PUSH THROUGH WHITE ACRYLIC LOGO & COPY
- 2" X 2" X 1/8" SQUARE ALUMINUM TUBE ACCENT BAR; PAINTED TO MATCH
- INTERNALLY ILLUMINATED TENANT LOGOS
- FABRICATED ALUMINUM BASE; CLAD IN BRICK/STONE VENEER TO MATCH ARCHITECTURE OF BUILDING WITH PAINTED ALUMINUM CAP
- LANDSCAPING IS TO BE EQUAL TO THE SIGN AREA AND COORDINATED BY OTHERS
- ADD/ALT:**
EXTERIOR GROUND LIGHTS TO WASH PLANTER FACE AND ADDRESS NUMBER
- SIGN FACE TOTAL SF: 40 SF (39.95 SF AS SHOWN)**

	PROJECT	THE ELLIS <i>Exterior Sign</i>	DWG TITLE	SECONDARY MULTI-TENANT SHOPPING CENTER ID MONUMENT <i>Sign Type B</i>	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT E
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
					DRAWN BY	CHECKED BY	PROOFED BY					
					MD/SW	SHC	LD					

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Exhibit "F"

(Multi-Family ID Monument)



PLAN VIEW
SCALE: 3/8" = 1'- 0"

NOTE:
SIGN IS DOUBLE-SIDED

PAINTED FABRICATED ALUMINUM SIGN CABINET WITH MASKED & PAINTED PATTERNING TO WRAP ALL SIDES

INTERNALLY ILLUMINATED PAINTED CABINET WITH REMOVABLE PANELS FOR ALTERNATE CONFIGURATIONS; NO EXPOSED FASTENERS ON FACE

1/2" PUSH THROUGH WHITE ACRYLIC LOGO & COPY

FABRICATED ALUMINUM BASE: CLAD IN BRICK/STONE VENEER TO MATCH ARCHITECTURE OF BUILDING WITH PAINTED ALUMINUM CAP

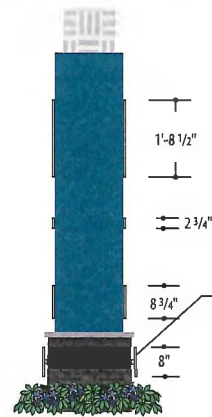
LANDSCAPING IS TO BE EQUAL TO THE SIGN AREA AND COORDINATED BY OTHERS

ADD/ALT:
EXTERIOR GROUND LIGHTS TO WASH PLANTER FACE AND ADDRESS NUMBER

SIGN FACE TOTAL SF: 40 SF (28 SF AS SHOWN)



FRONT ELEVATION
SCALE: 3/8" = 1'- 0"



SIDE VIEW
SCALE: 3/8" = 1'- 0"

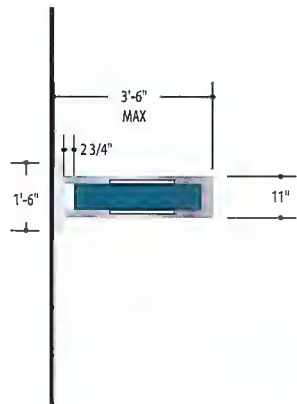
1/2" THICK PVC COPY; MOUNTED WITH 1/2" SPACERS; PAINTED WHITE

	PROJECT	THE ELLIS AT OVIEDO <i>Interior/Exterior Sign Template</i>	DWG TITLE	MULTI-FAMILY ID MONUMENT <i>Sign Type G</i>	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT F
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
					DRAWN BY		CHECKED BY		PROOFED BY			
					SW		SHC		LD			

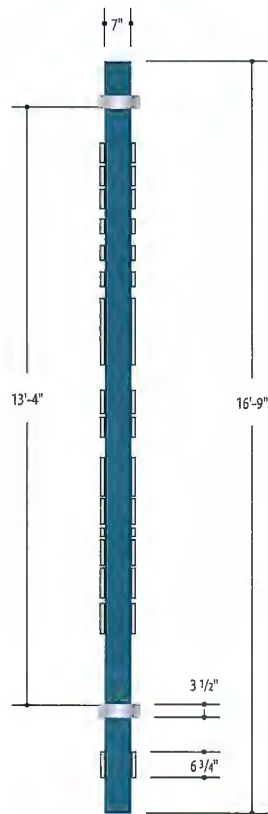
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Exhibit "G"

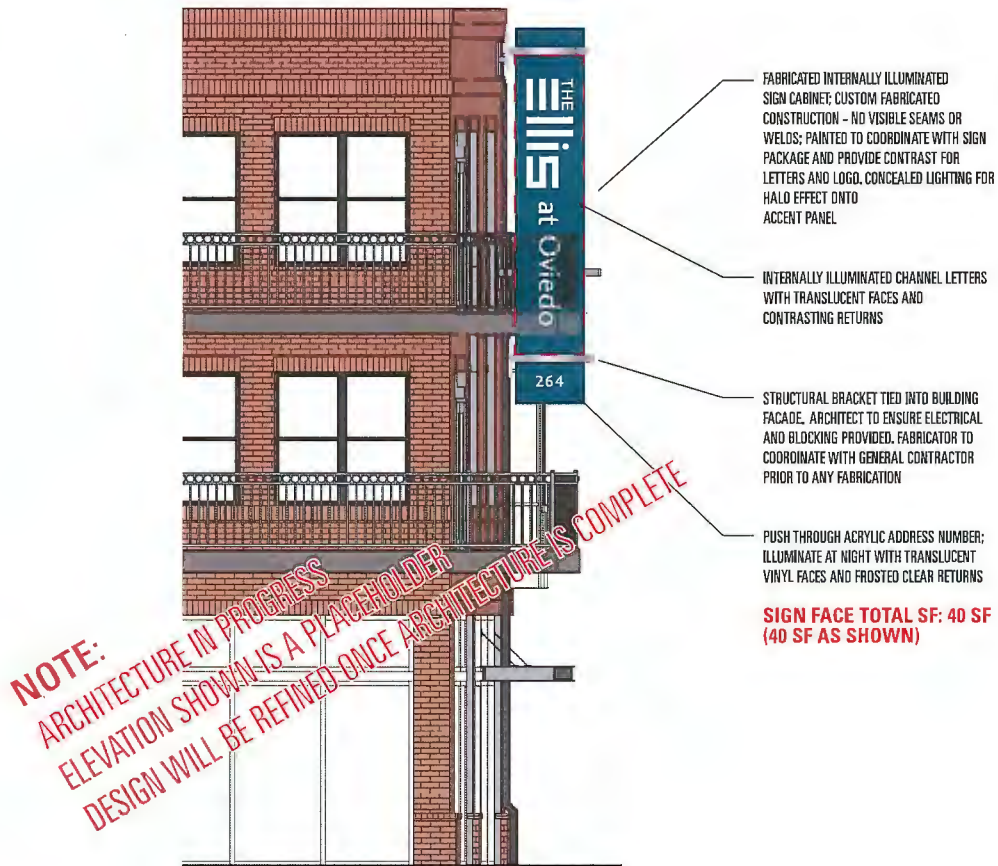
(Primary ID Blade)



SIGN TYPE C - PLAN VIEW
SCALE: 3/8" = 1'- 0"



SIGN TYPE C - SIDE ELEVATION
SCALE: 3/8" = 1'- 0"



SIGN TYPE C - PRIMARY ID - BLADE
SCALE: 3/16" = 1'- 0"

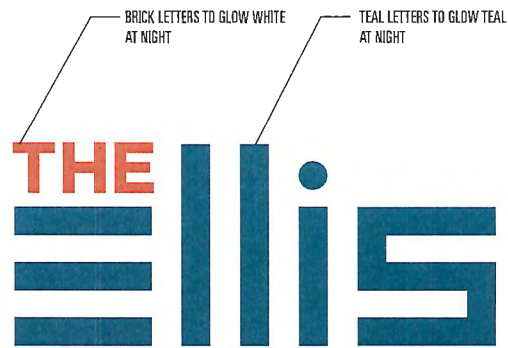
	PROJECT	THE ELLIS AT OVIEDO <i>Exterior Sign</i>	DWG TITLE	PRIMARY ID - BLADE <i>Sign Type C</i>	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT G
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
					DRAWN BY		CHECKED BY		PROOFED BY			
					SW		SHC		LD			

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Exhibit "H"

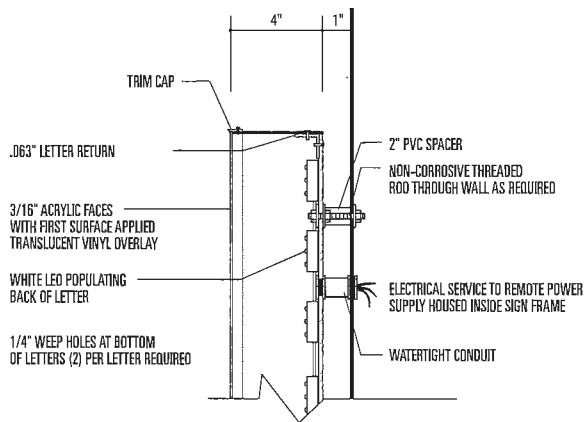
(Primary ID Wall Mounted)



FRONT ELEVATION
SCALE: 1/2"=1'-0"

NOTE:
COLOR SUBJECT TO CHANGE BASED ON COLOR OF THE FACADE

ADD/ALT:
WHITE LETTERS WITH TEAL RETURNS



SECTION: PIN-MOUNTED REVERSE CHANNEL LETTER "ELLIS"
SCALE: NTS



NOTE:
SIGN AREA SHALL BE 10% OR LESS OF TOTAL FACADE AREA

FRONT ELEVATION
SCALE: 3/16"=1'-0"

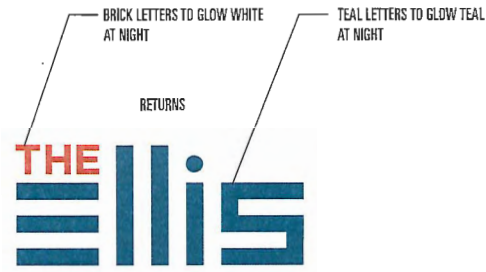
	PROJECT	THE ELLIS AT OVIEDO <i>Exterior Sign</i>	DWG TITLE	PROJECT ID - WALL MTD. <i>Sign Type D</i>	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT H
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
					DRAWN BY		CHECKED BY		PROOFED BY			
					MD/SW		SHC		LD			

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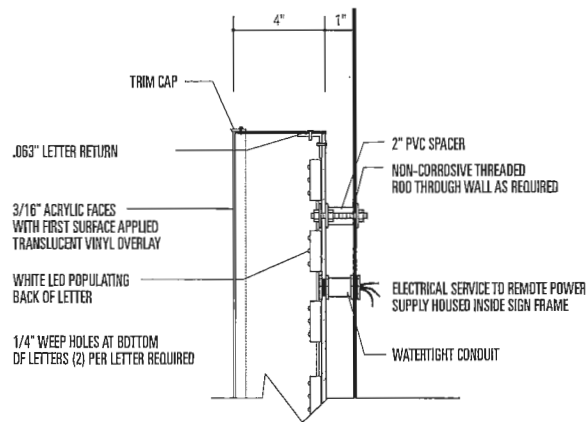
Drawings are design intent only. Fabricator to verify mounting conditions and substrates. Fabricator responsible for engineering and structural integrity of all signs.

Exhibit "I"

(Project ID Building Entry)



FRONT ELEVATION
SCALE: 1/2" = 1'-0"



SECTION: PIN-MOUNTED CHANNEL LETTER
SCALE: NTS



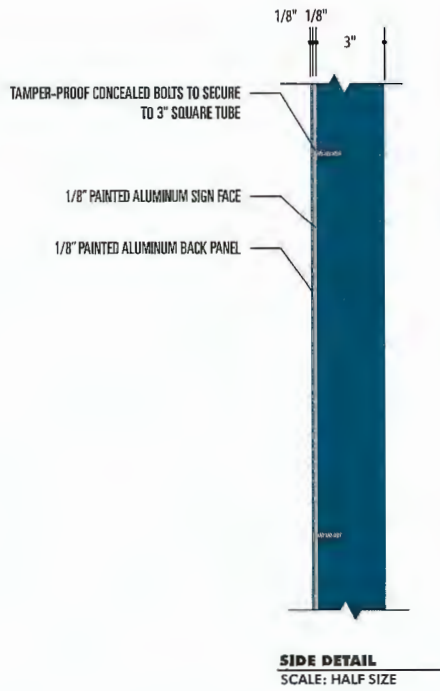
NOTE:
SIGN AREA SHALL BE 10% OR LESS OF TOTAL FACADE AREA

BUILDING LETTERS - GROUND LEVEL
SCALE: 3/16" = 1'-0"

	PROJECT	THE ELLIS AT OVIEDO <i>Exterior Sign</i>	DWG TITLE	PROJECT ID - BLDG. ENTRY <i>Sign Type E</i>	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT I
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
					DRAWN BY	CHECKED BY	PROOFED BY					
					MD/SW	SHC	LD					

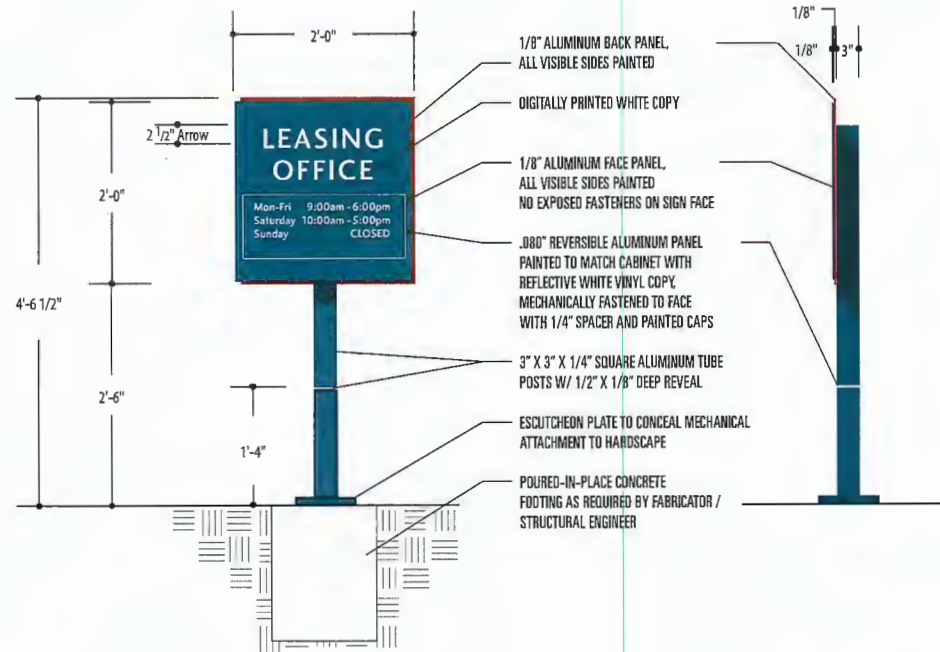
Exhibit "J"

(Leasing Center ID Directional Sign)



DETAIL - REVERSIBLE PANEL - SIDE A
SCALE: 1 1/2" = 1'-0"

DETAIL - REVERSIBLE PANEL - SIDE B
SCALE: 1 1/2" = 1'-0"



SIGN TYPE F - PEDESTRIAN DIRECTIONAL SIGN - ELEVATION
SCALE: 3/4" = 1'-0"

SIGN TYPE F - SIDE ELEVATION
SCALE: 3/4" = 1'-0"

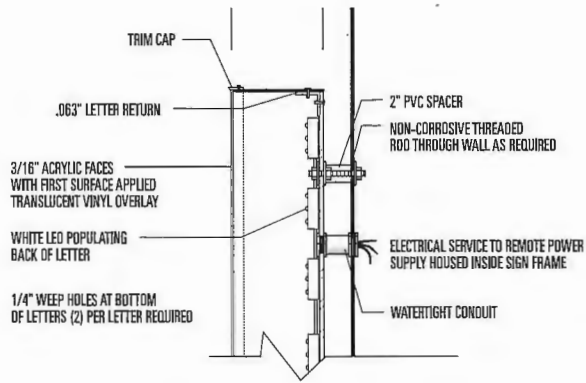
	PROJECT	THE ELLIS AT OVIEDO <i>Exterior Sign</i>	DWG TITLE	LEASING CENTER ID <i>Sign Type F</i>	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT J
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
					DRAWN BY	CHECKED BY		PROOFED BY				
					SW	SCH		LD				

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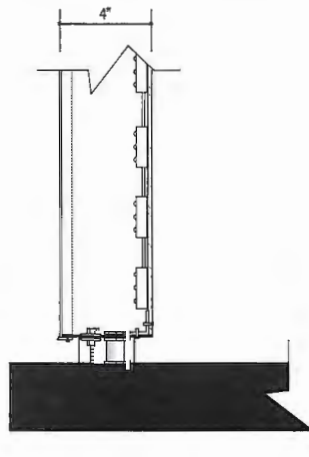
Drawings are design intent only. Fabricator to verify mounting conditions and substrates. Fabricator responsible for engineering and structural integrity of all signs.

Exhibit "K"

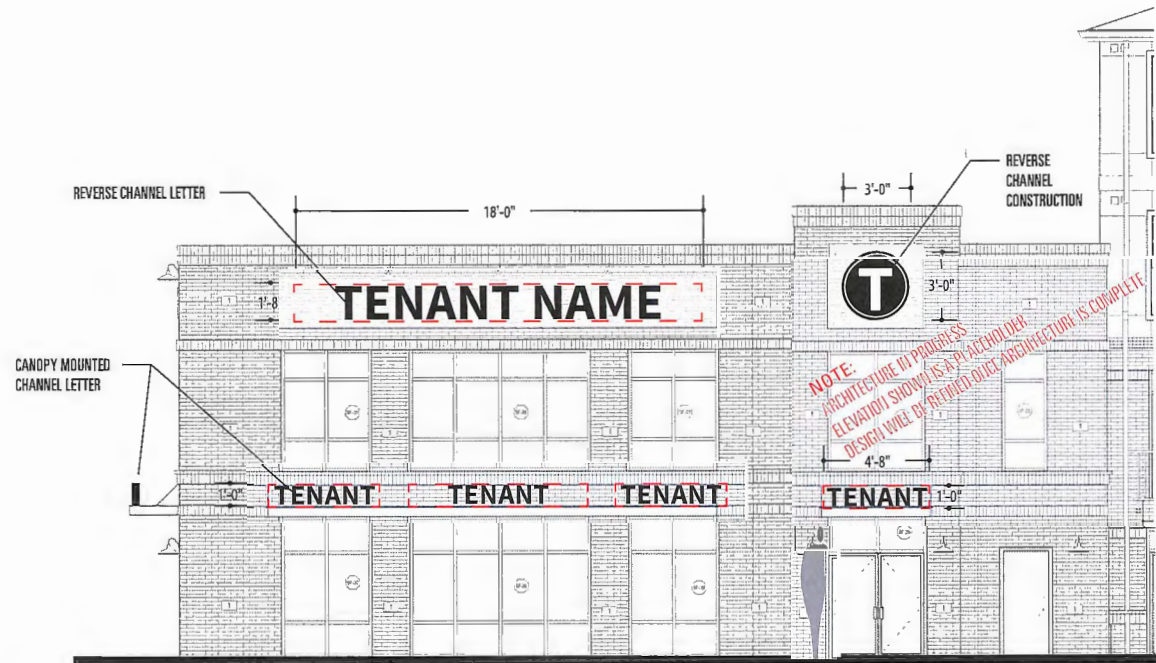
(Retail Tenant ID)



TYPICAL SECTION: PIN-MOUNTED REVERSE CHANNEL LETTER
SCALE: NTS



TYPICAL SECTION: CANOPY MOUNTED REVERSE CHANNEL LETTER
SCALE: NTS



FRONT ELEVATION
SCALE: 1/8" = 1'-0"

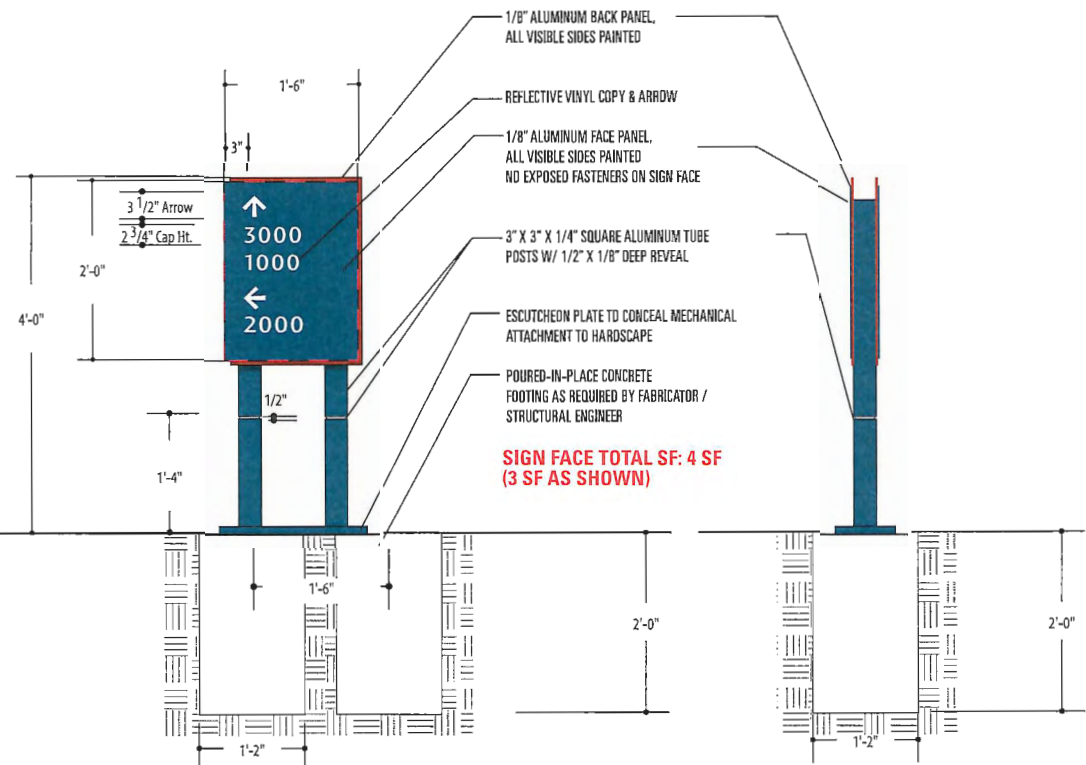
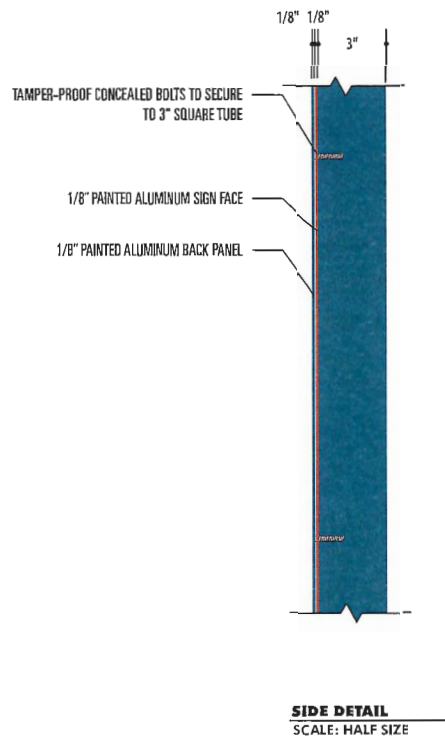
	PROJECT	THE ELLIS AT OVIEDO Exterior Sign	DWG TITLE	RETAIL TENANT ID - WALL MTD. Sign Type I	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT K
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
			DRAWN BY	CHECKED BY		PROOFED BY						
			MD/SW	SHC		LD						

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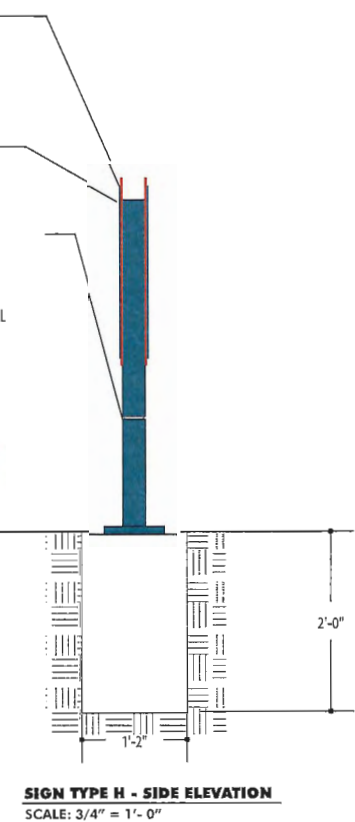
Drawings are design intent only. Fabricator to verify mounting conditions and substrates. Fabricator responsible for engineering and structural integrity of all signs.

Exhibit "L"

(Vehicular Directional)



**SIGN FACE TOTAL SF: 4 SF
(3 SF AS SHOWN)**



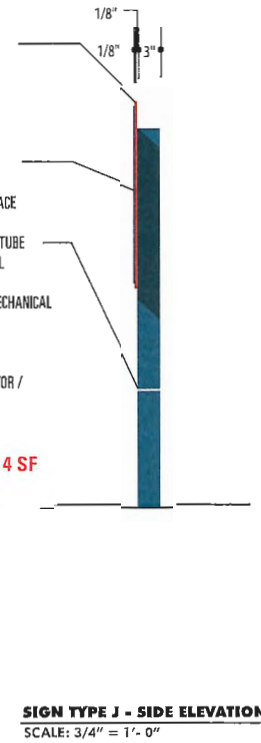
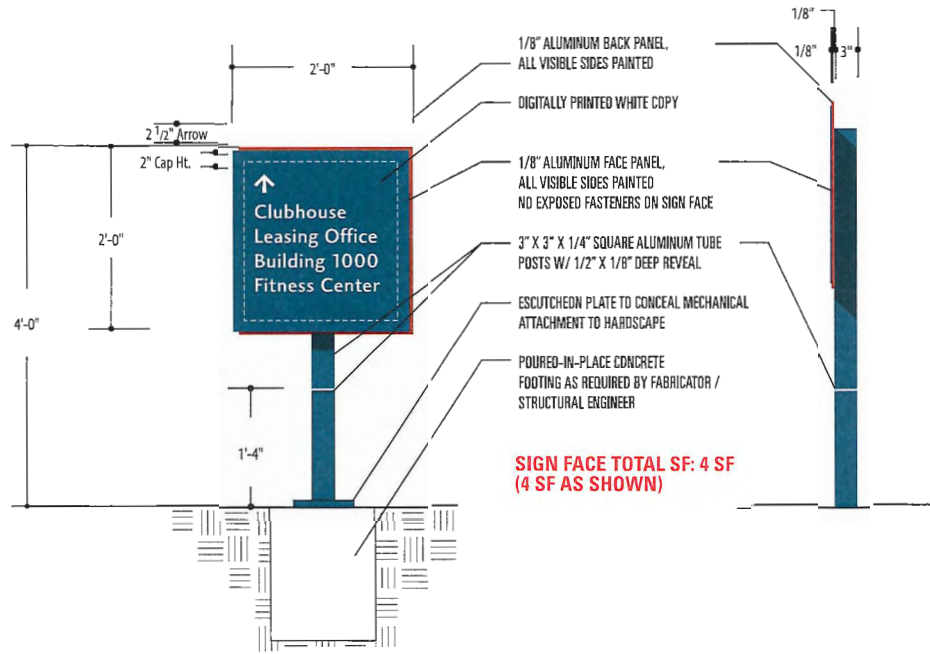
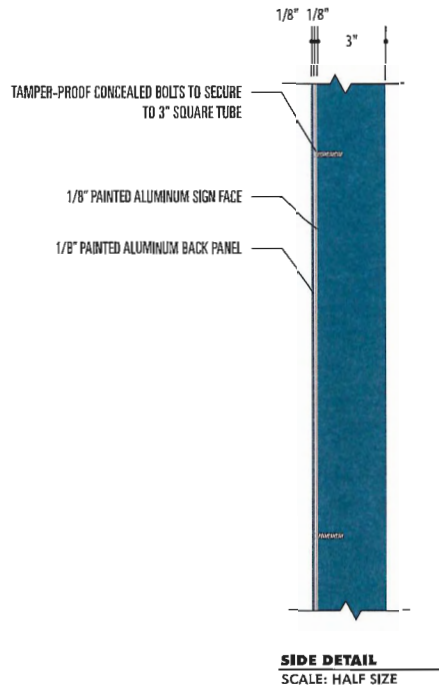
NOTE:
SIGN FABRICATOR RESPONSIBLE FOR SUPPLYING ALL ELECTRICAL AND BLOCKING REQUIREMENTS.

	PROJECT	THE ELLIS Exterior Sign System	DWG TITLE	VEHICULAR DIRECTIONAL Sign Type H	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT L
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
					DRAWN BY	MD	CHECKED BY	SHC	PROOFED BY	LD		

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Exhibit "M"

(Pedestrian Directional)



	PROJECT	THE ELLIS AT OVIEDO <i>Exterior Sign System</i>	DWG TITLE	PEDESTRIAN DIRECTIONAL <i>Sign Type J</i>	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT M
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
	DRAWN BY		CHECKED BY		PROOFED BY		SW		SHC		LD	

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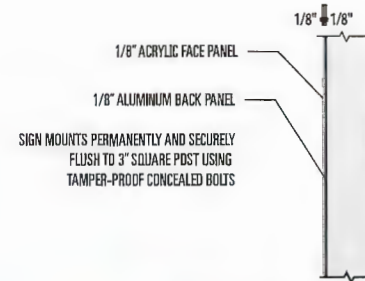
Drawings are design intent only. Fabricator to verify mounting conditions and substrates. Fabricator responsible for engineering and structural integrity of all signs.

Exhibit "N"

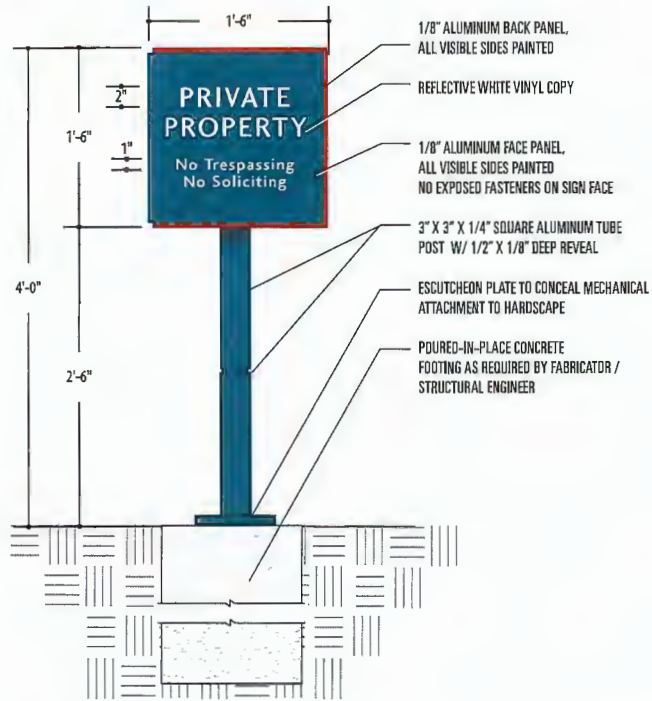
(Property Sign)



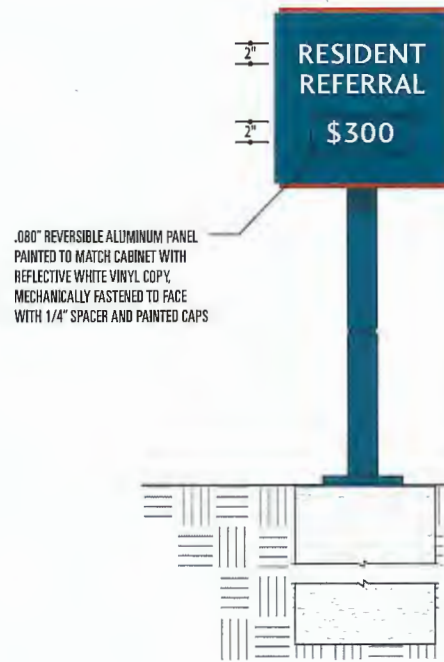
SIGN TYPE K.1 - OTHER LAYOUTS
SCALE: 1" = 1'-0"



TYPICAL MOUNTING DETAIL A
SCALE: 1 1/2" = 1'-0"



SIGN TYPE K.1 - PROPERTY SIGNS
SCALE: 1" = 1'-0"



SIGN TYPE K.2 - PROPERTY SIGN WITH PANEL
SCALE: 1" = 1'-0"

	PROJECT	THE ELLIS AT OVIEDO <i>Exterior Sign System</i>	DWG TITLE	PROPERTY POST & PANEL <i>Sign Type K.1, K.2</i>	SCALE	DATE	REVISIONS	1	10.15.2019	2		3		EXHIBIT N
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7				
	DRAWN BY		CHECKED BY		PROOFED BY		SW		SHC		LD			

Exhibit "O"

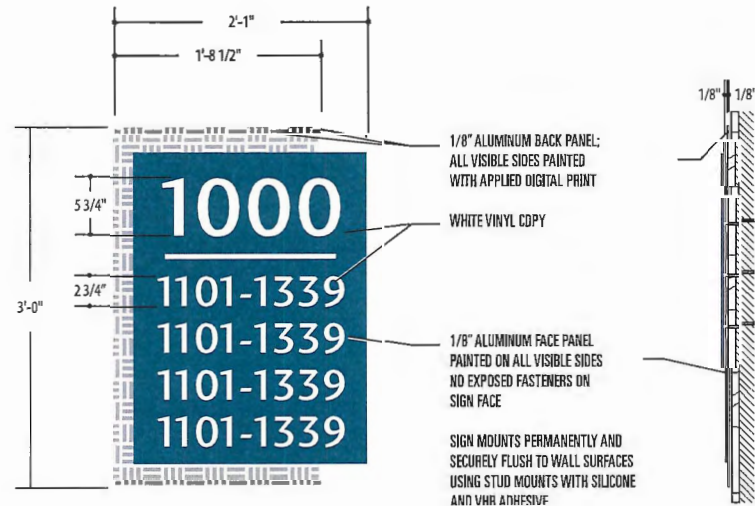
(Building Number ID)



BUILDING - TYPICAL ELEVATION
SCALE: 1/16" = 1'- 0"

NOTE:
SIGN FABRICATOR RESPONSIBLE FOR OBTAINING FINAL ARCHITECTURAL ELEVATIONS AND SHOWING SIGN LOCATIONS IN ELEVATIONS.

NOTE:
FIELD VERIFICATION IS REQUIRED TO ENSURE THAT SIGN FITS APPROPRIATELY ON THE BUILDING



SIGN TYPE L - BUILDING UNIT ID
SCALE: 1" = 1'- 0"

SIGN TYPE L - SIDE VIEW
SCALE: 1" = 1'- 0"

NOTE:
FABRICATOR TO DETERMINE UNIT NUMBERS LISTED ON EACH PLAQUE

NOTE:
MATTE UV OVERLAMINATE REQUIRED ON ALL EXTERIOR DIGITAL PRINTS

	PROJECT	THE ELLIS AT OVIEDO Exterior Sign System	DWG TITLE	BUILDING NUMBER ID Sign Type L	SCALE	DATE	REVISIONS	1	10.15.2019	2	3	EXHIBIT
	ARCHITECT	TBD	DEVELOPER	Brand Properties	AS NOTED	08.02.2019	4	5	6	7		
					DRAWN BY	CHECKED BY		PROOFED BY				
					MD	SHC		LD				

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