

GENERAL INFORMATION

APPLICANT	Ben Snyder, Hickory Nut, LLC
OWNER	Hanover Hickory Nut, LLC
PROJECT NAME	Avalon Cove Planned Developmment (PD)
HEARING TYPE	Planned Development / Land Use Plan (PD / LUP)
REQUEST	A-1 (Citrus Rural District) to PD (Planned Development District) <i>A request to rezone one (1) parcel containing 67.08 gross acres from A-1 to PD, in order to construct 49 single-family residential lots with detached dwelling units.</i>
LOCATION	10150 Avalon Road; or generally located on the west side of Avalon Road / C.R. 545, immediately south of Seidel Road.
PARCEL ID NUMBER	08-24-27-0000-00-002
TRACT SIZE	67.08 gross acres / 19.6 net developable acres
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 1,500 feet [<i>Chapter 30-40(c)(3)(a) of Orange County Code requires 300 feet</i>]. Eighty-eight (88) notices were mailed to those property owners in the mailing area. A community meeting was also held on Thursday March 17, 2016 (refer to Community Meeting Summary below).
PROPOSED USE	Forty-nine (49) single-family residential lots with detached dwelling units.

STAFF RECOMMENDATION

Development Review Committee (DRC) – July 27, 2016

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Avalon Cove Planned Development / Land Use Plan (PD/LUP), dated "Received July 8, 2016", subject to the following conditions:

1. Development shall conform to the Avalon Cove Planned Development / Land Use Plan (PD / LUP) dated "Received July 8, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or

modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received July 8, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
7. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan (PSP) with a tree removal and mitigation plan have been approved by Orange County.
8. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
9. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and/or Development Plan (DP) submittal.
10. The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan (PSP) submittal. In addition, each subsequent PSP must show a legend with trip allocations by parcel identification number and phase of the development.
11. The project contains 49 unvested units that are subject to the County's school capacity policy (a/k/a the "Martinez Doctrine".) The developer has acquired school capacity credits established under the Capacity Enhancement Agreement by and between D.R. Horton and the School Board dated 8/18/2006 (CEA #05-030). The number of school capacity credits equals or exceeds the number of unvested units. The Developer shall comply with all provisions of CEA #05-030.
 - a. Upon the County's receipt of written notice from OCPS that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any unvested units. The County may again begin issuing building permits upon Orange County Public Schools'

written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement.

- b. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the cessation of the County's issuance of residential building permits resulting from such notification from OCPS. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of Developer's rights. Orange County shall be held harmless by the Developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the Developer and OCPS over any interpretation or provision of the Capacity Enhancement Agreement.
 - c. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
12. Prior to construction plan approval, all property owners within Village H, excluding public entities, shall be required to sign an agreement between the parties, addressing their proportionate share of funds for the costs of the offsite and onsite master utilities, sized to Village H requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
13. The Developer shall obtain water, reclaimed water, and wastewater service from Orange County Utilities.
14. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
15. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Village F & H Master Utility Plan (MUP).

IMPACT ANALYSIS

Land Use Compatibility

The applicant is seeking to rezone the subject parcel from A-1 (Citrus Rural District) to PD (Planned Development District) in order to construct 49 single-family residential lots /

units. The proposed development program would allow for land uses that are compatible with surrounding projects and would not adversely impact any adjacent properties.

Comprehensive Plan (CP) Consistency

The property has an underlying Future Land Use Map (FLUM) designation of Village (V) and is designated Estate District (ED) on the Village H Specific Area Plan (SAP). The proposed use is consistent with this designation and applicable CP provisions, which include – but are not limited to - the following goals, objectives and policies:

GOAL FLU4 (Horizon West) states that it is Orange County's goal to ensure sustainable, quality development in Southwest Orange County to allow a transition from rural to urban uses while protecting environmental quality.

OBJ FLU4.1 states that Orange County shall use a Village Land Use Classification to realize the long range planning vision for West Orange County created through the Horizon West planning process. The Village land use classification has been designed to address the need to overcome the problems associated with and provide a meaningful alternative to the leap-frog pattern of sprawl now occurring in western Orange and eastern Lake County; create a better jobs/housing balance between the large concentration of employment in the tourism industry and the surrounding land uses; create a land use pattern that will reduce reliance on the automobile by allowing a greater variety of land uses closer to work and home; and, replace piecemeal planning that reacts to development on a project by project basis with a long range vision that uses the Village as the building block to allow the transition of this portion of Orange County from rural to urban use through a specific planning process that uses a creative design approach to address regional, environmental, transportation, and housing issues.

FLU4.1.9 states that until and unless an SAP is approved by the Orange County Board of County Commissioners, the property in the Village Land Use Classification shall maintain the future land use designation existing prior to the Village Land Use Classification Amendment (e.g. Rural: 1 dwelling unit per 10 acres, Conservation, Rural Settlement), except for those projects that are vested. All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the Village Land Use Classification shall be reviewed on a case-by-case basis for the effects of such development approval on adopted or future SAPs. Once an SAP is adopted by the Board of County Commissioners, all applications for development approval (i.e. lot splits, special exceptions, variances) under the existing zoning shall be evaluated for compatibility with the adopted SAP.

OBJ FLU4.6 states that the design principles of the Horizon West planning process shall be implemented through adoption of the Village Development Code.

FLU4.6.1 states that the density shown on the Village Land Use Plan for any particular Village Planned Development may be increased or decreased in conjunction with the requirements of the Transfer of Development Rights Ordinance adopted by Orange County for the area designated on the Orange County Comprehensive Plan as "Village," subject to meeting the density requirements of FLU4.1.4 for each neighborhood and subject to approval by the Board of County Commissioners on a case-by-case basis.

FLU4.6.2 states that all development within the boundary of an adopted SAP shall

comply with the provisions of the Village Planned Development of the Orange County Code and the Planned Development District processing and site development regulations. Where the performance standards in the Village Development Code conflict with said regulations, the Village Development Code shall govern.

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.2.1 states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

Community Meeting Summary

A community meeting was held on Thursday, March 17, 2016, at Keene's Crossing Elementary School, with approximately ten (10) residents in attendance. Residents were primarily supportive of the request, with only questions about the type and style of proposed homes.

SITE DATA

Existing Use	Undeveloped Land / Planted Pine Trees
Adjacent Zoning	N: PD (Planned Development District – Waterleigh PD) (2013) E: PD (Planned Development District – Waterleigh PD) (2013) A-1 (Citrus Rural District) (1957) No Zoning (Reedy Creek Improvement District) W: PD (Planned Development District – Waterleigh PD) (2013) S: PD (Planned Development District – Waterleigh PD) (2013)
Adjacent Land Uses	N: Hickory Nut Lake / Single-Family Residential E: Citrus / Undeveloped Land / Avalon Road Right of Way W: Hickory Nut Lake / Undeveloped Land S: Unnamed Lake / Citrus / Undeveloped Land

APPLICABLE PD DEVELOPMENT STANDARDS

Minimum Lot Width:	75 feet / or 85 feet for corner lots (<i>as proposed</i>)
Minimum Average Lot Area:	8,625 square feet (<i>as proposed</i>)
Maximum Building Height:	45 feet / 3 stories

Minimum Living Area:	1,500 square feet
Open Space:	7.5% of net developable area

Minimum Building Setbacks

Front:	20 feet; 10 feet for front porch
Rear:	25 feet
Side / Side Street:	5 feet / 10 feet
Lake Normal High Water Elevation:	50 feet

SPECIAL INFORMATION

Subject Property Analysis

The applicant is seeking to rezone the 67.08-acre subject property from A-1 (Citrus Rural District) to PD (Planned Development District) in order to construct 49 single-family residential lots with detached dwelling units.

Comprehensive Plan (CP) Amendment

The property has an underlying Future Land Use Map (FLUM) designation of Village (V) and a Village H Specific Area Plan (SAP) designation of Estate District (ED) which provides for a residential density range of 2.0 – 2.5 units per net developable acre. With 49 proposed units and a density of 2.5 units per acre, the request is consistent with the Estate District and all other applicable CP / SAP provisions; therefore, a CP amendment is not required.

Adequate Public Facilities (APF)

Per the requirements of Orange County Code Chapter 30, Article XIV ("APF/TDR Ordinance"), the Avalon Cove PD will be subject to an APF Agreement addressing how the project's proportionate share of 2.58 APF acres will be satisfied. Due to the absence of APF lands within the project boundary, and in lieu of conveying such lands to the County, Code Section 30-714(d) allows the developer to pay a fee to the County equal to the value of the ratio of required APF lands established by the Village H Specific Area Plan (SAP). In this case, and as addressed in the APF Agreement, the fee would be based on the average fair market value of land within the Village H SAP as established by an independent appraiser. Upon approval by the BCC, the Agreement will also be recorded in the Public Records of Orange County, Florida.

Transfer of Development Rights (TDR)

With 1.27 acres of wetlands, the subject property yields a supply of 0.44 Transferable Development Rights (TDR) credits, which could be used to increase or decrease required density within this or other Village H developments. However, with no use of TDR credits proposed, a TDR Agreement is not required at this time.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

Environmental

There are wetlands and surface waters located on site, including a portion of Hickory Nut Lake. Orange County Conservation Area Determination CAD-15-02-022 was issued for this project on June 10, 2015.

All conservation areas and their protective upland buffer shall be designated as conservation tracts or conservation easements according to the applicable section of Orange County Code Section 34-152(f)(1).

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (FWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC). The listed species survey report dated October 4, 2012 indicated that there are gopher tortoises located on site and that a sand skink coverboard survey may be required.

This property has a prior agricultural use that may have resulted in petroleum spills, agricultural related contamination, and fertilizer, pesticide or herbicide spillage. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading or construction plans, the applicant shall provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection and Development Engineering Divisions.

Transportation / Concurrency

As proof of satisfaction of the project's transportation concurrency obligations, and in compliance with that certain Village H Road Network Agreement recorded at O.R. Book 10525, Page 6172, Public Records of Orange County, Florida, the developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan/Development Plan submittal. In addition, the Preliminary Subdivision Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

Avalon Road (CR 545): A Village H Horizon West Road Network Agreement for C.R. 545 among Orange County and D.R. Horton, Inc. ("DRHI"); Avalon Properties, Ltd. ("Avalon"); Horizon West Properties ("HWP"); HAP, Inc. ("HAP"); Titan Western Beltway, LLC ("Titan"); Hanover Hickory Nut, LLC, ("Hanover"); Zanzibar Properties, LLC ("Zanzibar"); and Seidel West I, LLC ("Seidel"). DRHI, Avalon, HWP, HAP, Titan, Hanover, Zanzibar, and Seidel are collectively referred to herein as "Signatory Owners" was approved by the Board of County Commissioners on 2/12/2013 and recorded at OR

Book/Page 10525/6172. The Village H Horizon West Road Network Agreement provides for the dedication of right-of-way, design, engineering, permitting, mitigation and construction of C.R. 545 to four lanes in four phases according to specific trip allocations and performance thresholds. Concurrency Vesting shall be provided pursuant to Table 1 based on achieved thresholds of the road improvements. Conveyance shall be by general warranty deed at no cost to the County prior to each phase of roadway construction. The Signatory Owners will receive Road Impact Fee Credits in Road Impact Fee Zone 4 for the lesser of (a) 95% of the actual, reasonable unreimbursed sums incurred by Signatory Owners for permitting, design, mitigation, inspection and construction expense exclusive of enhanced landscaping and street lighting or (b) 60% of the countywide average total cost of road construction per lane mile. This agreement was negotiated based on the approved Horizon West Global Road Term Sheet.

Water / Wastewater / Reclaim

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

Schools

In support of this project, the applicant has processed Capacity Enhancement Agreement (CEA #05-030 T4) with Orange County Public Schools (OCPS).

Parks and Recreation

Orange County Parks and Recreation staff reviewed the request, but did not identify any issues or concerns.

Code Enforcement

No code enforcement, special magistrate or lot cleaning issues on the subject property have been identified.

Specific Project Expenditure Report and Relationship Disclosure Forms

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Planning and Zoning Commission (PZC) Recommendation – (August 18, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Avalon Cove Planned Development / Land Use Plan (PD/LUP), dated “Received July 8, 2016”, subject to the following conditions:

1. Development shall conform to the Avalon Cove Planned Development / Land Use Plan (PD / LUP) dated "Received July 8, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that

any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received July 8, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.

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3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of)

development permits, not recording (or delaying recording of) a plat for the property, or both.

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6. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
7. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan (PSP) with a tree removal and mitigation plan have been approved by Orange County.
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 - a. Upon the County's receipt of written notice from OCPS that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any unvested units. The County

may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement.

- b. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the cessation of the County's issuance of residential building permits resulting from such notification from OCPS. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of Developer's rights. Orange County shall be held harmless by the Developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the Developer and OCPS over any interpretation or provision of the Capacity Enhancement Agreement.
 - c. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
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15. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Village F & H Master Utility Plan (MUP).

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested PD (Planned Development District) zoning, subject to fifteen (15) conditions.

Staff indicated that eighty-eight (88) notices were mailed to surrounding property owners within a buffer extending beyond 1,500 feet from the subject property, with no responses in favor or opposition received. The applicant's representative, Jim Dombrowski, was present and agreed with the staff recommendation.

A motion was made by Commissioner Dunn to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Avalon Cove Planned Development / Land Use Plan (PD/LUP), dated "Received July 8, 2016", subject to the fifteen (15) conditions listed in the staff report. Commissioner Wean seconded the motion, which was then carried on an 8-0 vote.

Motion / Second	<i>Jimmy Dunn / Paul Wean</i>
Voting in Favor	<i>Jimmy Dunn, Paul Wean, Rick Baldocchi, Marvin Barrett, Jose Cantero, Tina Demostene, Pat DiVecchio, and Yog Melwani</i>
Voting in Opposition	<i>None</i>
Absent	<i>JaJa Wade</i>