

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Final Master Plan and Developer's Commitment Agreement for Wordwise Corporate Offices PCD (Allen Keen and Larry Godwin, applicants)

**DEPARTMENT:** Planning & Development      **DIVISION:** Planning

**AUTHORIZED BY:** ~~Donald S. Fisher~~      **CONTACT:** Jeff Hopper 4      3      1

**Agenda Date** 2/11/03    **Regular**     **Consent**     **Work Session**     **Briefing**   
**Public Hearing – 1:30**       **Public Hearing – 7:00**

**MOTION/RECOMMENDATION:**

1. APPROVE the request for approval of the Final Master Plan and Developer's Commitment Agreement for Wordwise Corporate Offices PCD, comprising approximately 0.51 acre and located at the northeast corner of Howell Branch Road and Fox Knoll Place (Allen Keen and Larry Godwin, applicants);
2. DENY the request for approval of the Final Master Plan and Developer's Commitment Agreement for Wordwise Corporate Offices PCD (Allen Keen and Larry Godwin, applicants);
3. Continue the public hearing until a date and time certain.

(District 1- Comm. Maloy)

(Jeff Hopper, Senior Planner)

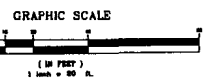
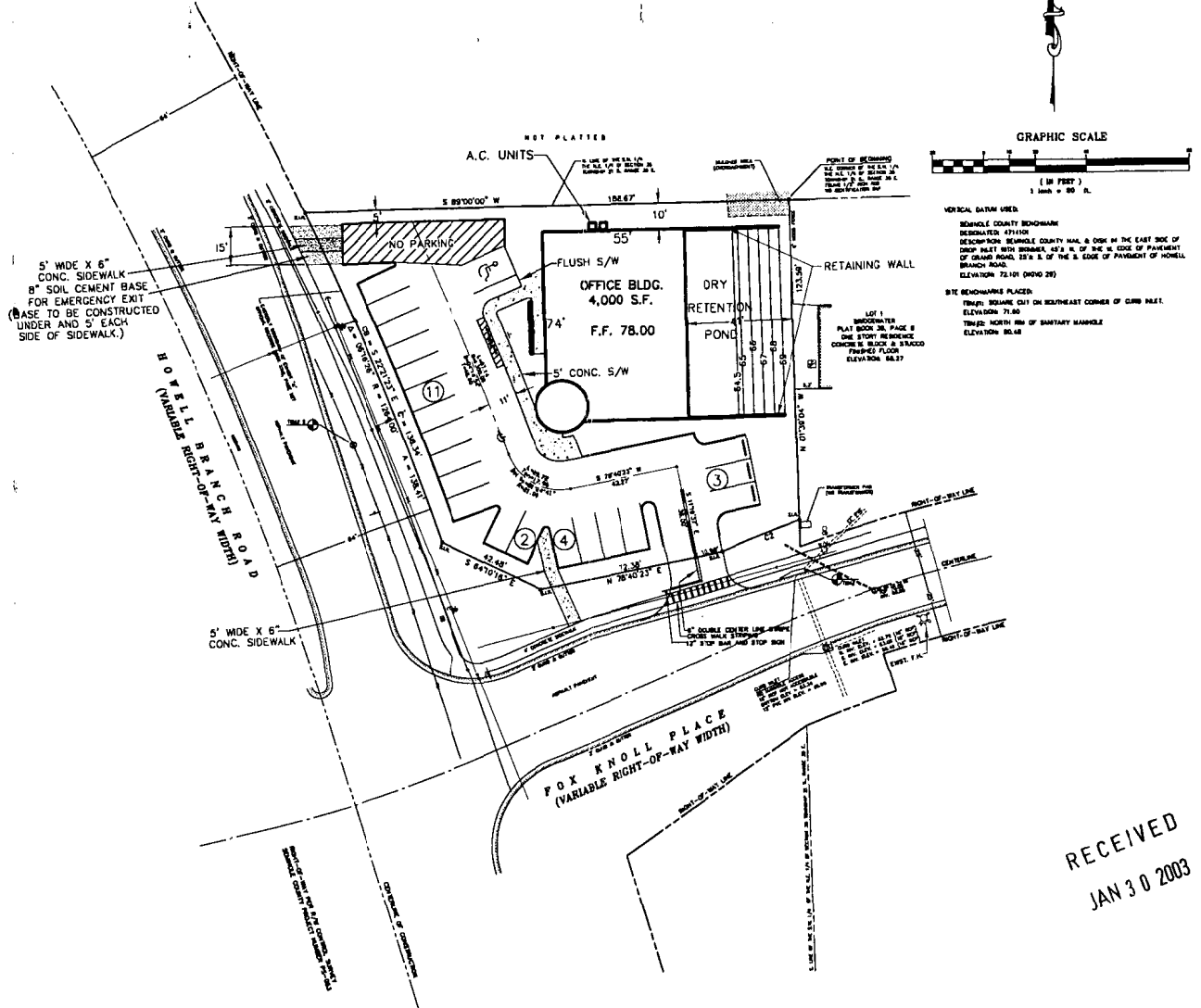
**BACKGROUND:**

The applicants, Allen Keen and Larry Godwin, request approval of the Final PCD Master Plan and Developer's Commitment Agreement for the Wordwise Corporate Offices PCD in order to develop a 4,000 square foot office building on a 0.51 acre site.

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed Final PUD Master Plan and Developer's Commitment Agreement because both are consistent with the Preliminary Master Plan, the approved development order, and the Vision 2020 Plan.

Reviewed by:	<u>SAZ</u>
Co Atty:	<u>SAZ</u>
DFS:	<u>SAZ</u>
Other:	<u>MW</u>
DCM:	<u>SS</u>
CM:	<u>JE</u>
File No.	<u>rpdp01</u>



VERTICAL DATUM USED:  
BEAUFORT COUNTY BENCHMARK  
ELEVATION: 474.00  
DESCRIPTION: BEAUFORT COUNTY HALL & OUSE IN THE EAST SIDE OF  
DEEP HOLE WITH BENCH MARK 4.5' N. OF THE W. EDGE OF PAVEMENT  
OF GRAND ROAD, 126' S. OF THE S. EDGE OF PAVEMENT OF HOWELL  
BRANCH ROAD.  
ELEVATION: 72.141 (2010 ZN)  
SITE BENCHMARK PLACES:  
TRUMP: BEAUFORT CITY ON SOUTHEAST CORNER OF CURB HOLE.  
ELEVATION: 71.80  
TRUMP: NORTH INN OF SANITARY MANHOLE  
ELEVATION: 68.48

FOX KNOLL PLACE  
(VARIABLE RIGHT-OF-WAY WIDTH)

RECEIVED  
JAN 30 2003

DATE	DATE	DESCRIPTION
ME MELLICH-BLENDEN ENGINEERING, INC. 1111 MARKET ST., FARMERSVILLE, VA 22441 (407) 847-0040		
DATE	BY	SCALE
DESIGNED	MM	
CHECKED	JAL	
DATE	SCALE	
WORDWISE CORPORATE OFFICE BLDG.		
SITE PLAN		
SCALE	1" = 20'	
PROJECT NO.	02-413	
SHEET	4 OF 8	

**WORDWISE CORPORATE OFFICES PCD  
DEVELOPER'S COMMITMENT AGREEMENT**

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On February 11, 2003 the Board of County Commissioners of Seminole County, Florida issued this Development Order relating to and touching and concerning the following described property:

**I. LEGAL DESCRIPTION**

The legal description is attached hereto as Exhibit "A" (the "Property").

**II. PROPERTY OWNER**

The current property owners are Allan E. Keen and Larry Godwin ("Owner").

**III. STATEMENT OF BASIC FACTS**

- a. Total Acreage: 0.51 acres
- b. Zoning: Planned Commercial Development
- c. Density 4,000 square feet of building area
- d. The Final PCD Master Plan, a reduced copy of which is attached hereto as Exhibit "B" has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement and is incorporated herein.

**V. LAND USE BREAKDOWN**

Building Use	4,000 square feet
Pavement and Sidewalks	9,900 square feet
Open Space	8,316 square feet
Total	22,216 square feet

**VI. OPEN SPACE CALCULATIONS**

Open Space shall be provided at an overall rate of 37.25%, or 0.19 acres. Maintenance of the Open Space shall be funded by the Owner.

Total Land Area:	0.51 acres
Open Space Required:	25% = 0.51 x 0.25 = 0.13 acres
Open Space Provided:	0.19 acres / 0.51 acres = 37.25%

Minimum 6.5' landscape buffers shall be provided along Howell Branch Road and Fox Knoll Place

**VII. BUILDING SETBACKS**

Public road frontage (Howell Branch Rd. and Fox Knoll Place)	25'
North side	10'
East side	<b>40'</b>
Maximum Building Height	25' and 1 story

**VIII. PERMITTED USES**

Use of the site shall be limited to offices.

**IX. LANDSCAPE & BUFFER CRITERIA**

1. A 6-foot brick or masonry wall shall be provided along the east property line.
2. The Owner shall maintain a 6.5' landscape buffer along Howell Branch Road and along Fox Knoll Place. Landscape buffers shall include 4 canopy trees per 100 feet. Existing vegetation may be utilized as appropriate to fulfill these requirements. The Owner shall provide supplemental plantings where necessary.
7. Mechanical units shall be screened from view of adjoining properties.
4. Landscape material style and size shall conform to Seminole County Land Development Code specifications.

**X. DEVELOPMENT COMMITMENTS**

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

1. The development of the Property shall comply with the Final Site Plan attached hereto as Exhibit "B", except that minor extensions, alterations or modifications of the Plan shall be permitted upon approval by the land development manager of Seminole County pursuant to the Land Development Code.
2. Outdoor lighting shall be no more than 16 feet in height, located at least 50 feet from the east property line and limited to cutoff-shoebox fixtures projecting no more than 0.5 foot-candles at property lines.
3. The building shall be constructed with a hip or gable roof.
4. The Owners shall comply with all applicable FDOT and Seminole County traffic design standards.
5. The Owner shall dedicate a joint driveway easement along the north property line. Upon development of the neighboring property to the north, the site shall be redesigned and reconfigured to utilize said easement. The easement shall be recorded prior to issuance of a site construction permit.

6. The Owner shall provide paved pedestrian paths connecting the building to public sidewalks on Howell Branch Road and Fox Knoll Place.

## **XI. PUBLIC FACILITIES**

The Owner has received its Notice of Concurrency Review Test Results, Application Number 22-0140-020-0000, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to concurrency public facilities are the following:

### **WATER:**

Water service shall be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

### **SANITARY SEWER:**

Central sanitary sewer shall be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Department of Environmental Protection Standards.

### **STORM DRAINAGE:**

Storm water drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and the St. Johns River Water Management District's ERP regulations.

### **FIRE PROTECTION:**

Fire protection shall be provided by Seminole County. Fire hydrant shall be located according to Seminole County regulations. The Howell Branch Road exit for emergency vehicles shall be provided with a stabilized surface as required by Section 3.3 of the Land Development Code.

## **XII. STANDARD COMMITMENTS**

1. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.
2. All obligations, liabilities, and responsibilities incurred by or implied by the Owner by this Agreement shall be assumed by any successors-in-interest of any portion of the Property.
3. This development order touches and concerns the Property, and the conditions, commitments and provisions of the development order shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County- by virtue of a document of equal dignity herewith. The Owner of the property has expressly covenanted and agreed to this provision and all other terms and provisions of the development order.

4. The terms and provisions of the development order are not severable, and in the event any portion of this development order shall be found to be invalid or illegal, then the entire development order shall be null and void.

**XIII. INTERPRETATION; RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER**

In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan attached hereto, the terms and conditions of this Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of this Agreement, the Final Master Plan and Development Order Number 02-21000001, dated February 11, 2003, and recorded in Official Records Book ,\_\_\_\_ Page - , Public Records of Seminole County, Florida, the terms of the Development Order shall control.

**DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.**

*ATTEST:*

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

\_\_\_\_\_  
-- --- **MARYANNE MORSE**  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
**DARYL G. MCLAIN, Chairman**

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

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

As authorized for execution by the Board of  
County Commissioners in their February 11,  
2003 regular meeting.

\_\_\_\_\_  
County Attorney

.. ..  
Exhibit "A"    Legal Description of Property  
Exhibit "B"    Final PCD site plan

**OWNER'S CONSENT AND COVENANT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
ALLEN KEEN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**

**COUNTY OF SEMINOLE**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ALLEN KEEN, and is personally known to me or who has produced \_\_\_\_\_ as identification and who acknowledged and executed the foregoing instrument.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

**OWNER'S CONSENT AND COVENANT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
LARRY GODWIN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**--STATE OF FLORIDA**

**COUNTY OF SEMINOLE**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LARRY GODWIN, and is personally known to me or who has produced \_\_\_\_\_ as identification and who acknowledged and executed the foregoing instrument.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_

Notary Public, in and for the County and State  
Aforementioned

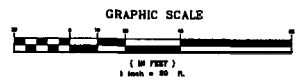
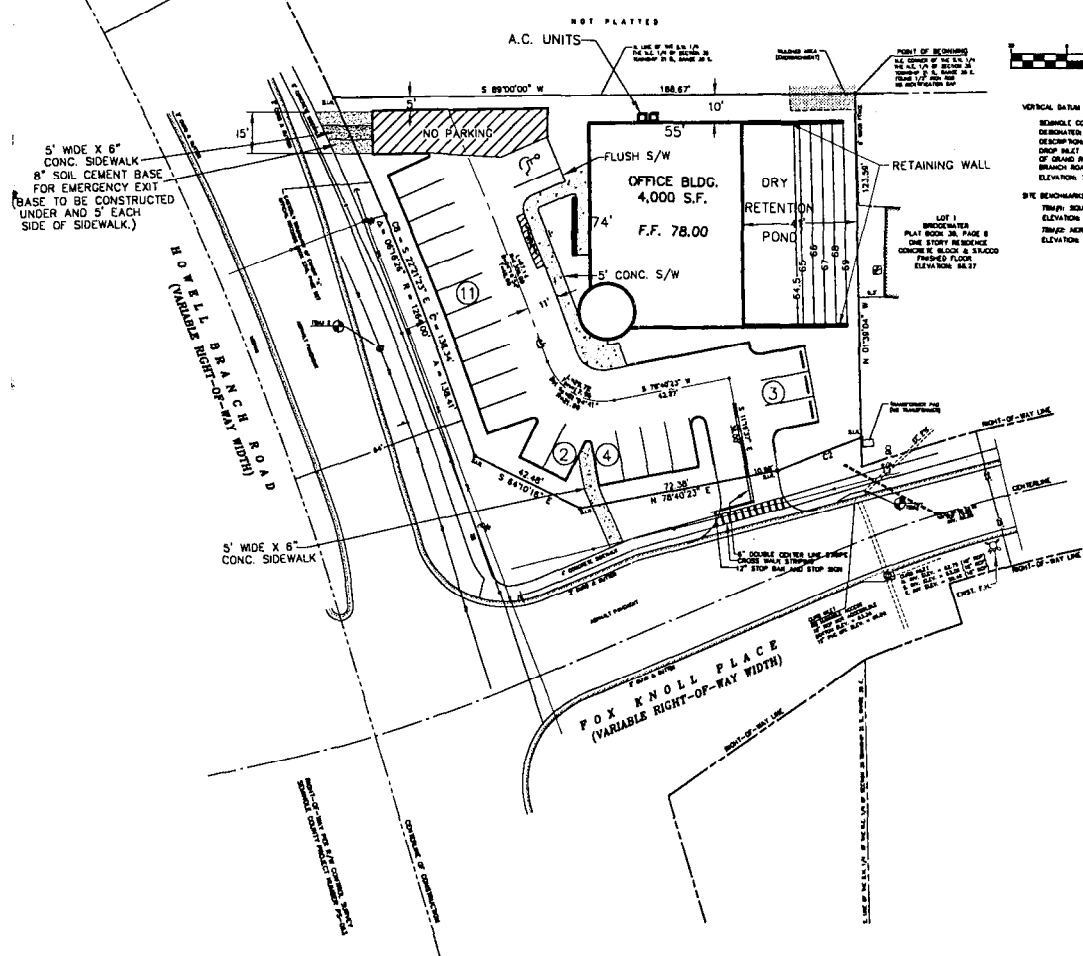
My Commission Expires:



**EXHIBIT A**

**LEGAL DESCRIPTION**

SEC 35 TWP 21S RGE 30E N 1/4 OF SW 1/4 OF NE 1/4 LYING ELY OF HOWELL  
BRANCH RD & NLY OF FOX KNOLL PLACE



RECEIVED  
JAN 30 2003

DRAWN		CHECKED		DATE	
DESIGNED		BY		SCALE	
WORDWISE CORPORATE OFFICE BLDG.					
SITE PLAN					
SCALE 1" = 20'					
PROJECT NO. 02-413					
SHEET 4 OF 5					
MELTICH-BLENDEN ENGINEERING, INC. 1177 LINDBERG AVENUE - SUITE 211 PORTLAND, OREGON 97208					