

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Appeal of the Board of Adjustment's decision to deny a special exception for the continued placement of a recreational vehicle as a limited use in the A-5 (Rural Zoning Classification District) for a six month period at 1290 Bee Lane; (Michelle Chalstrom, appellant).

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Francisco Torregrosa **EXT.** 7387

Agenda Date <u>07-13-04</u>	Regular <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing - 7:00 <input checked="" type="checkbox"/>	Public Hearing - 1:30	

MOTION/RECOMMENDATION:

1. **AFFIRM** the Board of Adjustment's decision to deny a special exception for the continued placement of a recreational vehicle as a limited use in the A-5 (Rural Zoning Classification District) for a six month period at 1290 Bee Lane; (Michelle Chalstrom, appellant); or
2. **REVERSE** the Board of Adjustment's decision to deny a special exception for the continued placement of a recreational vehicle as a limited use in the A-5 (Rural Zoning Classification District) for a six month period at 1290 Bee Lane; (Michelle Chalstrom, appellant); or
3. **CONTINUE** the request to a time and date certain.

Commission District #2, Morris

Francisco Torregrosa, Planner

GENERAL INFORMATION	MICHELLE CHALSTROM, APPELLANT 1290 BEE LANE GENEVA, FL 32732	A-5 DISTRICT
----------------------------	--	--------------

BOARD OF ADJUSTMENT DECISION:

At its April 26, 2004 regular meeting, the Board of Adjustment denied a request to renew a special exception for the continued placement of a recreational vehicle as a limited use in the A-5 (Rural Zoning Classification District) for a six month period at 1290 Bee Lane.

Reviewed by:	<u>KCC</u>
Co Atty:	<u> </u>
DFS:	<u> </u>
Other:	<u> </u>
DCM:	<u> </u>
CM:	<u> </u>
File No.	<u>ph700pdp01</u>

On May 3, 2004, the Board of Adjustment's decision was appealed to the Board of County Commissioners, which explains the request.

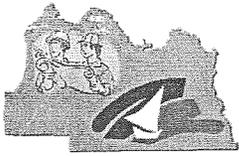
STAFF RECOMMENDATION:

Based on the stated findings, staff recommends the Board of County Commissioners affirm the decision of the Board of Adjustment and deny a special exception for the continued placement of a recreational vehicle as a limited use in the A-5 (Rural Zoning Classification District) at 1290 Bee Lane.

STAFF REPORT	
<u>BACKGROUND / REQUEST:</u>	<ul style="list-style-type: none"> • On October 27, 2003, the Board of Adjustment approved a special exception for the temporary placement of a recreational vehicle on the subject property, while a single-family home was under construction, with the following conditions: <ul style="list-style-type: none"> ○ The recreational vehicle must be connected to septic and water services unless these services are being provided for off-site at least once a week. If so, documentary evidence must be provided to the planning division. ○ The placement and occupancy of the recreational vehicle shall not exceed six (6) months and may be renewed for an additional six (6) months upon approval by the board of adjustment if substantial progress in securing building permits for a conventional home has been demonstrated. ○ Prior to final inspection of the residence, the property owner shall furnish the Planning Division with acceptable evidence as to the date and method that the proposed recreational vehicle will cease to be used as a residence. ○ The proposed recreational vehicle shall cease to be used as a residence within thirty (30) days following the issuance of the final certificate of occupancy for the permanent residence. • The appellant proposes to continue occupying a recreational vehicle on the subject property in the A-5 District, while a permanent single-family dwelling is under construction. • The temporary occupancy of a recreational vehicle is permitted only by special exception as a limited use in the A-5 District. • On April 26, 2004 regular meeting, the Board of Adjustment denied a request by the appellant to renew a special exception for the continued placement of a recreational vehicle as a limited use in the A-5 District for a six month period at 1290 Bee Lane; this request is an appeal of that decision.
<u>STAFF FINDINGS:</u>	<ul style="list-style-type: none"> • At the time of the April 26, 2004 regular meeting of the Board of Adjustment, the appellant had failed to comply

	<p>with the terms of the (attached) approval development order, as imposed by the Board of Adjustment as conditions of approval:</p> <ul style="list-style-type: none">○ No documentary evidence was provided to suggest the existing recreational vehicle had been connected to septic and water services or that waste disposal had occurred at an off-site facility.○ Besides a verbal statement from the applicant, no documentary evidence was provided to suggest a building permit for a single-family home had been applied for and/or obtained.
	<ul style="list-style-type: none">● Following the Board of Adjustment hearing, staff learned that the applicant applied for a building permit on April 23, 2004. Following review of the proposed building plans by the Building & Fire Prevention Division, the same was rejected on April 26, 2004. As of June 15, 2004, no additional resubmittals have been received.● The appellant has provided receipts to confirm that off-site waste disposal has routinely occurred in compliance with the original approval development order.
<p><u>STAFF RECOMMENDATION:</u></p>	<p>Staff believes the appellant has made attempts to comply with the terms of the approval development order, upon which the requested six (6) month renewal is dependent. However, those attempts have been neither substantial nor timely, as demonstrated by the appellant's failure to secure a building permit for a single-family home in the eight months since the special exception was initially approved with that stipulation.</p> <p>For this reason, staff recommends the Board of County Commissioners <u>affirm</u> the decision of the Board of Adjustment and <u>deny</u> the request to renew a special exception for the continued placement of a recreational vehicle as a limited use in the A-5 (Rural Zoning Classification District) at 1290 Bee Lane.</p> <p>Should the Board of Adjustment's decision be reversed, this Board should determine a time period appropriate for the continued placement of the recreational vehicle while the proposed single-family home is under construction, since the permitting, construction and occupancy of the home will likely require a period longer than the six (6) month renewal requested by the appellant.</p>

ATTACHMENTS: Application to the Board of Adjustment
 Contract for Construction of Proposed Single-Family Home
 Waste Disposal Receipts
 Site Map
 Parcel Land Use Map
 Development Order (Approved Special Exception)
 Development Order (Denied Special Exception renewal)
 Decision on Appeal Form
 Minutes of the April 26, 2004 BOA Hearing



APPEAL

APPL. NO. BM2003-019

APPLICATION TO THE SEMINOLE COUNTY BOARD OF ADJUSTMENT

Applications to the Seminole County Board of Adjustment shall include all applicable items listed in the Board of Adjustment Process Checklist. No application will be scheduled for Board of Adjustment consideration until a complete application (including all information requested below) has been received by the Planning & Development Department, Planning Division.

APPLICATION TYPE:

- VARIANCE**
- SPECIAL EXCEPTION**
- MOBILE HOME SPECIAL EXCEPTION** SE for 1yr. placement of RV on property while SF home is under construction
- EXISTING** **PROPOSED** **REPLACEMENT**
- MOBILE HOME IS FOR**
- YEAR OF MOBILE HOME** 1986 CRV **SIZE OF MOBILE HOME**
- ANTICIPATED TIME MOBILE HOME IS NEEDED** 1 year
- PLAN TO BUILD** **YES** **NO** **IF SO, WHEN** Within the next year
- MEDICAL HARDSHIP** **YES (LETTER FROM DOCTOR REQUIRED)** **NO**
- APPEAL FROM DECISION OF THE PLANNING MANAGER**

	PROPERTY OWNER	AUTHORIZED AGENT *
NAME	Michelle Chalstrom	
ADDRESS	1290 Bee Lane Geneva, Fl 32732	
PHONE 1	407-831-1329	
PHONE 2	407-375-9768	
E-MAIL		

PROJECT NAME: _____

SITE ADDRESS: 1290 Bee Lane

CURRENT USE OF PROPERTY: RV as temporary dwelling while SF home is under construction

LEGAL DESCRIPTION: See attached

SIZE OF PROPERTY: 5.0 acre(s) **PARCEL I.D.** 10-20-32-3AE-0200-0000

UTILITIES: WATER WELL SEWER SEPTIC TANK OTHER _____

KNOWN CODE ENFORCEMENT VIOLATIONS _____

IS PROPERTY ACCESSIBLE FOR INSPECTION **YES** **NO**

This request will be considered at the Board of Adjustment regular meeting on 10-27-03/04-24-04 (mo/day/yr), in the Board Chambers (Room 1028) at 6:00 p.m. on the first floor of the Seminole County Services Building, located at 1101 East First Street in downtown Sanford, FL.

I hereby affirm that all statements, proposals, and/or plans submitted with or contained within this application are true and correct to the best of my knowledge.

X Michelle Chalstrom 05/03/04
SIGNATURE OF OWNER OR AGENT* **DATE**

* Proof of owner's authorization is required with submittal if signed by agent.

ADDITIONAL VARIANCES

VARIANCE 2:

VARIANCE 3:

VARIANCE 4:

VARIANCE 5:

VARIANCE 6:

VARIANCE 7:

VARIANCE 8:

APPEAL FROM BOA DECISION TO BCC

	PROPERTY OWNER	AUTHORIZED AGENT *
NAME	Michelle Chalstrom	
ADDRESS	1790 Bee Lane Geneva, FL 32732	
PHONE 1	207-831-1329	
PHONE 2	207-375-9768	
E-MAIL		

NATURE OF THE APPEAL Appeal of BOA decision to deny renewal of SE for occupancy of RV for additional six months, while SF home is constructed.

BCC PUBLIC HEARING DATE TBD X Michelle Chalstrom

FOR OFFICE USE ONLY

PROCESSING:

FEE: \$185/\$185 COMMISSION DISTRICT 2 FLU/ZONING R-5/A-5

LOCATION FURTHER DESCRIBED AS See attached

PLANNER ERM DATE 05/03/04

SUFFICIENCY COMMENTS BOA Approved SE for 6 months; (10-27-03) (04-26-04) Renewal request denied by BOA.

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and entered into this 28th day of February 2004 by and between F. T. ALLEN, INC., hereinafter called "Contractor", and Mr. Eugene and Marilou Walton, Herein-after called "Owner";

W I T N E S S E T H:

That for and in consideration of the sum of Ten and No/100 (10.00) Dollars and other valuable consideration paid by the Owner to the Contractor, the receipt of which is hereby acknowledged, and in further consideration of the mutual promises, covenants and agreements herein contained, it is hereby stipulated and agreed between the parties hereto as follows:

1. THE WORK. The Contractor agrees to furnish all the material and to provide all the labor and services which may be necessary and required in order to construct and build a single family residence (hereinafter referred to collectively as the "Project") for the Owner on the premises in Seminole County, Florida, described as follows, to-wit:

1290 Bee Lane (Survey # SL 14705) Geneva Fl.

And to build and construct said Project in a first class and workmanlike manner in full and strict compliance with the plans and specifications prepared by G.W. Wilson Drafting, (as listed on the attached "Exhibit A, Plans and Specifications") and any general or special conditions attached to said plans and specifications. Said plans and specifications are incorporated herein and made a part hereof by reference.

The Contractor further agrees to pay for all labor, materials and services used, performed and furnished in connection with the construction of said Project and, upon completion, to deliver the same to the Owner free and discharged of all claims or liens of whatever nature and description growing out of or in connection with the use, performance or furnishing of such labor, materials or services.

2. CHANGES IN THE WORK. No change or alteration in said plans and specifications or the work to be done thereunder shall be made without the written consent of the Owner and the Contractor which written consent shall include the amount that the original Contract Sum shall increase or decrease, if any, due to such change, including in the case of increase in the Contract Sum, a reasonable allowance for overhead and profit. Any work done or materials used in the construction of said Project not in accordance with the plans and specifications as from time to time amended shall be replaced by the Contractor at his own expense upon demand of the Owner unless previously agreed to in writing by the Owner. The Contractor shall have no claim or lien for any additional compensation for any additional labor, materials or services used, performed or furnished on account of such changes or alterations unless said written approval has been obtained prior to the performance of said work.

3. CONTRACT SUM. The Contract Sum for the cost of constructing the Project as described in paragraph 1 is agreed to be ONE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED AND NINETY SIX DOLLARS, (\$138,596.00) or such increased or decreased amount pursuant to the terms of Section 2 above. It is mutually agreed between the parties that this fee shall be all of the compensation due to the Contractor for the construction of the Project, except for any Owner additions or changes. This amount shall be paid by the Owner to the Contractor in accordance with the bank draw schedule for the performance of the work and the furnishing of materials.

4. PAYMENTS TO CONTRACTOR. It is agreed that payment of the cost of construction as hereinbefore set forth shall be paid by the Owner in draws as the work is completed. The inspector for the Owner shall inspect the premises at the various stages of construction at which times the sums of money representing the costs of construction, completed to date are to be paid to the contractor in accordance with the inspection report and, upon report from such inspector that the Project has progressed satisfactorily to the point of construction called for in that Inspection Report. The Owner shall pay the Contractor the sums called for in that construction agreement. The parties agree that the final payment shall be payable to the Contractor and the Owner jointly.

5. DATE OF COMMENCEMENT AND COMPLETION. The Contractor agrees that he will commence construction of the Project within ten (10) days after receiving the Building Permit. The Contractor agrees to complete, finish and deliver the Project to the Owner in accordance with said plans and specifications, as from time to time amended as provided herein, within six (6) months after the commencement of construction, unless such time is extended by written agreement between the Contractor and the Owner, or unless conditions beyond the control of the Contractor require the extension of such time to complete the construction in accordance with good workmanlike practices; such conditions to be by example--strikes, walkouts, material shortages, and adverse weather conditions.

6. PERMITS AND FEES. The Contractor agrees in the construction of said Project to comply with all provisions of any and all applicable local, state and/or federal building code or codes, and other applicable codes, laws, rules and/or ordinances including, but not limited to, environmental codes, laws, rules and/or ordinances. Contractor, at Contractor's expense, will further obtain all necessary licenses; certificates and building permits required for the completion of the work under this Contract and will keep them in full force and effect until the expiration of its obligation hereunder including the obligation under any and all warranties.

7. ALLOWANCES. The Contractor has included in the Contract Sum all allowances specifically described and provided for on the attached "Exhibit B, Allowances". Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct. Unless otherwise provided herein,:

a. Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the work;

b. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, installation thereof, and all required taxes, less applicable trade discounts;

c. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by written agreement of the parties.

8. SUBCONTRACTS. The Contractor, if requested by the Owner, shall submit the names and references of proposed subcontractors to the Owner who shall have the right to select another subcontractor. The Contractor in subletting any portion of the work shall be bound by the terms of the Contract as far as applicable to the work sublet. He shall properly direct and control his subcontractors, being responsible for the correlation of his own work and that of his subcontractors. The Contractor shall promptly transmit to his subcontractors all drawings and specifications bearing on their work.

9. CLAIMS/LIENS. The Contractor agrees to strictly comply with the requirements of Chapter 713, Florida Statutes (Mechanics' Lien Law of the State of Florida). Upon completion of construction, the lot and the single family residence and guest house shall be free and clear of all liens, claims or other encumbrances (excluding any such liens, claims or encumbrances created by Owner), and Contractor shall indemnify and save Owner harmless from and against any and all losses, damages and costs, including reasonable attorney's fees (and including reasonable attorney's fees through any and all appeals) with respect thereto.

10. SITE MAINTENANCE. Owner agrees to keep the property as clean and hazard free as possible during the course of construction and, at the completion of construction, to clean up all trash and remaining building materials and to leave the property and project in a clean and hazard free condition. No allowance for cleanup is incorporated into this contract per owners request.

11. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify and hold the Owner harmless from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

12. CONTRACTOR'S LIABILITY INSURANCE. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Florida such insurance as will protect the Contractor from any and all claims as described in Section 11 above, and provide evidence of said coverage to Owner. The insurance required hereunder shall be written for not less than limits of liability as required by Florida law. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment.

13. GUARANTEE. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be of first quality and new and that the work performed by the Contractor and any subcontractors will be done in a workmanlike manner and conform with the requirements of the Contract. Materials, equipment and work not conforming to these requirements, not specifically authorized by the Owner, may be considered defective and a default hereunder.

The Contractor shall guarantee the work against any defects due to faults in labor, material and equipment under this Contract furnished which may arise or be discovered within one year after the completion of the work and its acceptance by the Owner. Upon written notice of any defects therein, the Contractor shall either make necessary repairs, or, at its option and with the Owner's concurrence, request the Owner to make such repairs, all at the Contractor's expense. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Inability or refusal of a subcontractor or materialman responsible for defective work or materials to correct such work or replace such materials shall not excuse the Contractor from performing under this guarantee.

Contractor warrants to Owner that all work materials and equipment will be unencumbered and free of all liens.

All guarantees under this provision shall be in addition to any and all warranties and guarantees which are furnished by any subcontractors or manufacturers of materials or equipment in connection with any work to be performed under the Contract. Any such guarantees and warranties shall inure to the benefit of Owner.

14. DEFAULT, TERMINATION, AND OTHER REMEDIES. It is understood and agreed and is a condition hereto that time is of the essence of this Agreement, and should the Contractor, at any time before the final completion of said Project, lose his contractor's license, have applicable building permits revoked, become insolvent or bankrupt, make an assignment for the benefit of his creditors, refuse or fail in any respect to comply with and carry out the terms of this Contract, abandon the work, refuse or neglect to supply a sufficiency of materials or workmen as necessary and required, or fail or refuse to proceed with said construction in an orderly manner or to make substantial continuous progress in the construction of said Project except for reasons beyond the control of the Contractor, the Owner shall have the right, after ten (10) days written notice to the Contractor delivered to him in person or left at his place of business, to proceed with the work and to complete the construction of the said Project by contract with another contractor or otherwise. The Contractor agrees that if the above remedy is used by the Owner the Contractor will relinquish any interest in or demand for all subsequent payments due the Contractor and the Contractor further agrees to pay all costs and expenses incurred by the Owner over and above the Contract Sum as provided herein which become necessary to complete the Project according to the plans and specifications.

15. ATTORNEY'S FEES. In the event a party to this Contract shall commence enforcement against another party of any of the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, in addition to the amount of judgment and costs, including such fees and costs for any appeal.

16. ENTIRE AGREEMENT. This Contract, together with the attachments thereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Contract shall not be amended or modified other than in writing signed by all parties hereto.

The validity, interpretation, construction and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect.

This Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

This is a personal contract and the Contractor shall not assign the same without the prior written permission of the Owner.

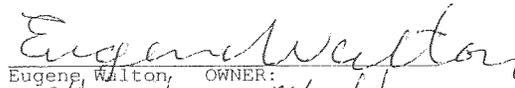
THE PARTIES HERETO ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT WITH FULL RECOGNITION OF THE RIGHTS AND OBLIGATIONS OF BOTH PARTIES AND HEREBY AFFIX THEIR SIGNATURES TO EFFECT A BINDING CONTRACT.

Witnesses:

F. T. ALLEN, INC., Contractor

By: 
Franklin T. Allen, President

Witnesses:


Eugene Walton, OWNER:

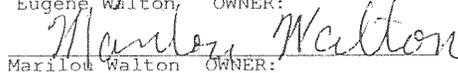

Marilou Walton, OWNER:

EXHIBIT A
PLANS AND SPECIFICATIONS

- 1: Site Plan
- 2: Elevations
- 3: Elevations
- 4: Foundation
- 5: Lintel Schedule
- 6- Floor Plan
- 7- Electrical Plan
- 8- Roof Plan
- 9- Design Sheet
- 10- Design Sheet
- 11- Wall Sections

EXHIBIT B

ALLOWANCES

1- Lawn	\$1,500.00
2- Carpeting	\$3,580.00
3- Ceramic Tile	\$3,800.00
4- Appliances	\$2,500.00
5- Cabinets	\$8,800.00
6- Fans and Lighting	\$2,500.00
7- Deep Well	\$2,860.00

SPECIAL NOTE

This contract price was based on plans and specifications supplied to F.T. Allen Inc. by Greg Wilson Designer. Should any State Or County Agency require any changes to these plans the cost of said changes shall be at the owner's expense.

Eugene Walton X Eugene Walton
Marilou Walton X Marilou Walton
Date: 2-29-06

Special Note: A 3% commission shall be paid to Eli Schapirow upon the completion of the project and upon the final draw in the amount of \$4,036.80.

Cape Kennedy KOA
Mims, Florida 32754
1-800-KOA-3365

KampStore 4.610
Date/Time 4/18/04 13:29:08
Dump Station 10.00
Subtotal 10.00
Cash 20.00-
Cash Returned 10.00

Welcome to Cape Kennedy KOA. Enjoy your stay!

41804 TISMAUREEN

Cape Kennedy KOA
Mims, Florida 32754
1-800-KOA-3365

KampStore 4.311
Date/Time 4/10/04 14:33:02
Dump Station 10.00
Subtotal 10.00
Cash 10.00

Welcome to Cape Kennedy KOA. Enjoy your stay!

41004 TISMAUREEN

CAPE KENNEDY KAMP GROUND
4513 W MAIN STREET
MIMS-FL 32754-5404
321-269-7361

5428147000077524 8024

DATE 10/26/03 TIME 02:06 PM

ITEM: 002 VIS SALE OP: 00
ACCT: 4254358519993015 EXP: 0407. S
RESP: AUTH/TXT 574052
TID: ACI: Y

TOTAL: \$10.00

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
TOP COPY MERCHANT; - BOTTOM COPY CUSTOMER

M. H. G. Gubler

SIGNATURE

THANK YOU FOR YOUR BUSINESS
HAVE A NICE DAY!!!

Cape Kennedy KOA
Mims, Florida 32754
1-800-KOA-3365

KampStore 3:098
Date/Time 3/14/04 14:05:23
Dump Station 10.00
Subtotal 10.00
Cash 10.00-

Welcome to Cape Kennedy KOA. Enjoy your stay!

31404 TISNANCY

Cape Kennedy KOA
Mims, Florida 32754
1-800-KOA-3365

KampStore 1.227
Date/Time 2/14/04 14:30:23
Dump Station 10.00
Subtotal 10.00
Cash 10.00-

Welcome to Cape Kennedy KOA. Enjoy your stay!

21104 TISMAUREEN

CAPE KENNEDY KOA KAMPGROUND

4513 WEST MAIN STREET MIMS, FL 32754

RECEIVED FROM _____
AMOUNT \$10.00
FOR dump station fee
DATE 1/13/04
signed MSR

CAPE KENNEDY KOA KAMPGROUND

4513 WEST MAIN STREET MIMS, FL 32754

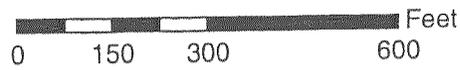
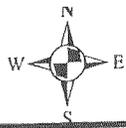
RECEIVED FROM _____
AMOUNT \$10.00
FOR dump station fee
DATE 1/23/03
signed MSR

CAPE KENNEDY KOA KAMPGROUND

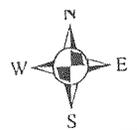
4513 WEST MAIN STREET MIMS, FL 32754

RECEIVED FROM _____
AMOUNT \$10.00
FOR Dump
DATE 1-25-04
signed TLM

Michelle Chaiström
1290 Bee Lane

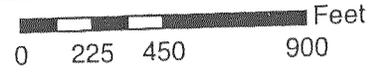


Michelle Chalstrom
1290 Bee Lane



**Legend
Parcel Land Use**

- Single Family Res.
- Mobile Home
- site



SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
DECISION ON APPEAL

This decision is made by the Board of County Commissioners of Seminole County, Florida, this 13th day of July 2004, in accordance with Section 30.43 of the Land Development Code of Seminole County (LDC), as amended, affirming the decision of the Board of Adjustment to deny a request to extend the length of time of a special exception for placement of a recreational vehicle in the A-5 (Rural Zoning Classification District) at 1290 Bee Lane.

A. FINDINGS OF FACT

1. On April 26, 2004, the Board of Adjustment denied a request by Michelle Chalstrom to extend a special exception for placement of a recreational vehicle as a limited use in the A-5 (Rural Zoning Classification District) on the property further described by the following legal description:

LEG SEC 10 TWP 20S RGE 32E BEG 3943.648 FT N & 1075 FT E OF SW
COR RUN E 761.41 FT, also known as 1290 Bee Lane.

2. The Board of County Commissioners has the authority and responsibility to adjudge this appeal by virtue of Section 30.43(f), LDC.

3. On July 13, 2004, the Board of County Commissioners heard an appeal of the Board of Adjustment's decision.

B. CONCLUSIONS OF LAW

1. The Board hereby agrees with and adopts the staff recommendations as reflected in the Agenda Memorandum, Item # _____.

2. The Board of County Commissioners finds that the subject special exception is not in conformance with Section 30.103 of the Land Development Code of Seminole County, due to the following:

- a. The subject special exception would allow development that would be inconsistent with the character and trends of single-family residential and agricultural development in the A-5 District.
- b. The proposed use is inconsistent with the Vision 2020 Comprehensive Plan Future Land Use Element, which allows recreational vehicles only as temporary uses while a residential dwelling is under construction in the Rural-5 Future Land Use Classification.

3. The applicant has failed to timely or substantially comply with the conditions of Development Order # 03-31000020 regarding the original placement of this recreational vehicle.

C. DECISION

Based upon the foregoing and having fully considered the application submitted, and the testimony presented at the Board of County Commissioners public hearing on July 13, 2004, it is determined by majority vote of members of the Board of County Commissioners of Seminole County, Florida, that the subject decision of the Board of Adjustment is **AFFIRMED** and the request to extend the length of the subject special exception requested is denied.

DATED this 13th day of July 2004.

Board of County Commissioners
Seminole County, Florida

Daryl G. McLain, Chairman

Minutes for the Seminole County Board of Adjustment
April 26, 2004
6:00 P.M.

Members Present: Mike Hattaway, Bob Goff, Lila Buchanan, Dan Bushrui and Alan Rozon

Staff Present: Earnest McDonald, Principal Coordinator, Matt West, Planning Manager, Rich Steiger, Arnold Schneider, County Attorney, Patty Johnson, Sr. Staff Assistant

Mike Hattaway, Chairman, called the meeting to order at 6:00 P.M. Mr. Hattaway then explained the method by which the meeting would be conducted, rules for the voting and appealing decisions.

The Chairman stated that Item 5 was moved to the Public Hearing Agenda.

The Chairman stated that the County Attorney, Arnold Schneider would state his findings from a question that came up in the March 29, 2004 Board of Adjustment Meeting.

Mr. Schneider stated that the question asked was, if there was a 4 year statute of limitations on bringing alleged violations of the County Land Development Code? The answer is no. There is no firm statute of limitations that can prevent the Board of Adjustment from granting or denying a request. He also stated that it is an available defense in a Court of Law, but it is not an automatic prohibition to Code Enforcement. He further stated that he reviewed the appellate case, Monroe County v. Ambrose mentioned by Alternate Board Member, Bob Goff and that case only addresses the situation of how and when a change in land use regulations affects the vested rights of property owners.

The Chairman stated that Item 11 had been requested by the applicant to be continued.

CONSENT ITEM

VARIANCE:

6. **207 PEMBROOK PLACE** - Stephen Zadrozny, applicant; Request for rear yard setback variance from 30 feet to 13 feet for a proposed sunroom addition in the PUD (Planned Unit Development District); Located on the north side of Pembrook Place, approximately 350 feet east of the intersection of Pembrook Place and West Wekiva Trail; (BV2004-031).
District 3 - Van Der Weide
Francisco Torregrosa, Planner

Mrs. Buchanan made a motion to approve Consent Agenda Item 6.

Mr. Rozon seconded the motion.

The motion passed by unanimous consent (5-0).

CONTINUED ITEMS

VARIANCES:

- 1. 2933 SOUTH BERMUDA AVENUE** - Shari Ann Brinkley, applicant; Request for (1) rear yard setback variance from 10 feet to 6 feet for an existing shed; (2) side yard setback variance from 7.5 feet to 5 feet for an existing shed; and (3) side yard setback variance from 7.5 feet to 2.5 feet for an existing above ground pool in the R-1A (Single-Family Dwelling District); Located on the south side of South Bermuda Avenue, approximately 700 feet east of the intersection of South Bermuda Avenue and St. Croix Avenue; (BV2004-027).

District 1 - Maloy

Earnest McDonald, Principal Coordinator

Earnest McDonald introduced the location of the application and stated that staff recommended denial of the requested variance, unless the applicant could demonstrate a hardship.

Shari Brinkley stated that she had her pool professionally installed by All-Pool and she assumed they had taken care of the permits. She also stated that she installed the shed. She also stated that she has ponds in her back yard and there isn't any place to move the pool and shed. She further stated that she had letters from her neighbor stating they didn't have any objections to the pool or the shed.

Mr. Bushrui made a motion to approve the request.

Mr. Rozon seconded the motion.

The motion passed by unanimous consent (5-0).

- 2. 5712 ALOMA WOODS BOULEVARD** - Esterling Morales, applicant; Request for rear yard setback variance from 30 feet to 17 feet for a proposed screen room addition in the R-1AA (Single-Family Dwelling District); Located on the east side of Aloma Woods Boulevard and immediately east of the intersection of Aloma Woods Boulevard and Bayhead Run; (BV2004-023).

District 1 - Maloy

Earnest McDonald, Principal Coordinator

Earnest McDonald introduced the location of the application and stated that staff recommended denial of the requested variance, unless the application could demonstrate a hardship.

The applicant was not present.

Mrs. Buchanan made a motion to continue Item 2 to the May 24, 2004 meeting.

Mr. Buushrui seconded the motion.

The motion passed by unanimous consent (5-0).

3. **5102 OAK HILL DRIVE** - Joseph S. Clark, applicant: Request for (1) side yard setback variance from 7.5 to 6 feet; and (2) rear yard setback variance from 30 feet to 10 feet for an existing shed in the R-1 (Single-Family Dwelling District); Located on the west side of Oak Hill Drive, approximately 0.1 mile north of the intersection of Oak Hill Drive and Citrus Avenue; (BV2004-021).

District 1 - Maloy

Rich Steiger, Planner

Rich Steiger introduced the location of the application and stated that staff recommended denial of the requested variance, unless the application could demonstrate a hardship.

The applicant was not present.

Mr. Rozon made a motion to continue Item 3 to the May 24, 2004 meeting.

Mr. Bushrui seconded the motion.

The motion passed by unanimous consent (5-0).

4. **5135 LAKE HOWELL ROAD** - Jody Krampe, applicant; Request for (1) rear yard set back variance from 30 feet to 0 feet; and (2) side yard setback variance from 7.5 feet to 0 feet for an existing shed in the R-1A (Single Family Dwelling District); Located on the west side of Lake Howell Road, approximately 0.2 mile north of the intersection of Lake Howell Road and Interlachen Court; (BV2004-018).

District 4 - Henley

Rich Steiger, Planner

Rich Steiger introduced the location of the application and stated that staff recommended denial of the requested variance, unless the application could demonstrate a hardship.

Jody Krampe stated that the shed was built in 1997 by her ex-husband. She stated that it would be hardship for her to have the shed taken down, and she also presented quotes from 2 companies ranging from 3,200.00 to 3,755.00. She further stated that she talked to her neighbor and they didn't have a problem with the shed.

Mr. Rozon made a motion to continue Item 4, giving the applicant time to determine the owner of the easement and whether it can be vacated.

Mr. Goff seconded the motion.

The motion passed by (3-2) consent. Mrs. Buchanan and Mr. Bushrui were in opposition.

PUBLIC HEARING ITEMS

MOBILE HOME SPECIAL EXCEPTIONS:

- 5. 1880 OLD MIMS ROAD** - Richard Geer, applicant; Request for special exception for the one year placement of a recreational vehicle in the A-5 (Rural Zoning Classification); Located on the north side of Old Mims Road, approximately 0.3 mile west of the intersection of Old Mims Road and South Jungle Road; (BM2004-005).
District 2 - Morris
Rich Steiger, Planner

Rich Steiger introduced the location of the application and stated that staff recommended approval of the requested variance with the following conditions:

- A building permit shall be secured prior to placement and occupancy of the proposed recreational vehicle as a temporary single-family dwelling on the subject property.
- A permanent single-family home shall be actively under construction and inspection during the period the proposed recreational vehicle is used as a temporary dwelling.
- The placement and occupancy of the proposed recreational vehicle shall not exceed one (1) year and shall be renewable for an additional period of one (1) year upon approval by the Board of Adjustment.
- Prior to final inspection of the residence, the property owner shall furnish the Planning Division with acceptable evidence as to the date and method that the proposed recreational vehicle will be removed.
- The proposed recreational vehicle shall be removed within thirty (30) days, following the issuance of the final certificate of occupancy for the permanent single-family home.

Richard Geer stated that he was not aware that he needed a permit for his recreational vehicle, but when he was made aware of it he applied for the variance.

He further stated that planned to live in the recreational vehicle until his house was built.

Mr. Rozon made a motion to approve the request for one (1) year with staff conditions.

Mrs. Buchanan seconded the motion.

The motion passed by unanimous consent (5-0).

MOBILE HOME SPECIAL EXCEPTIONS:

7. **2200 OKLAHOMA STREET-** Carol Warren, applicant; Request for special exception to permanently place a mobile home in the A-10 (Rural Zoning Classification District); Located on the west side of Oklahoma Street approximately 1300 feet north of the intersection of Oklahoma Street and Howard Avenue; (BM2004-006).

District 2 - Morris
Rich Steiger, Planner

Rich Steiger introduced the location of the application and stated that staff recommended approval of the mobile home for up to five (5) years.

Carol Warren stated that she has had a mobile home on the property for 20 years. She also stated that her mobile home special exception is up for renewal and she would like to put a newer mobile home on the property permanently. She further stated that she didn't have any plans of building a home on the property.

Jim Logue stated that he is the President of the Black Hammond Association, and he is in support of Carol Warren request. He also stated that trend of development is that people are buying houses. He further stated that on the East, West and South of Carol Warren property are mobile homes.

Dan Bushrui made a motion to approve the request for the lifetime of the applicant and her husband.

Mrs. Buchanan seconded the motion.

Mr. Hattaway, Mr. Goff and Mr. Rozon were in opposition of the motion.

The motion died.

Mr. Goff made a motion to grant permanent approval of the mobile home.

Mr. Rozon seconded the motion.

The motion passed by (3-2) consent. Mr. Hattaway and Mr. Bushrue were in opposition.

- 8. 1655 RETREAT ROAD** - Terrance & Judith McGrew, applicants; Request for special exception to permanently place a mobile home in the A-5 (Rural Zoning Classification District); Located on the south side of Retreat road, approximately 0.3 mile west of the intersection of Retreat Road and Bandit Way; (BM2004-007).

District 5 - McLain
Rich Steiger, Planner

Rich Steiger introduced the location of the application and stated that staff recommended approval of the mobile home for up to five (5) years.

Judith McGrew stated that she bought the property in 1992 and no one told her anything about a special exception. She also stated that she was given a permit to put a new roof on the mobile home but when she wanted to put an addition on she was told no, because she didn't have a mobile home special exception.

Mr. Goff made a motion to grant permanent approval of the mobile home.

Mrs. Buchanan seconded the motion.

The motion passed by unanimous consent (5-0).

VARIANCES:

- 9. 2527 DAKOTA TRAIL** - Richard Kimmel, applicant; Request for (1) rear yard set back variance from 30 feet to 17 feet; and (2) minimum lot size variance from 9,000 square feet to 8250 square feet in the R-1A (Single-Family Dwelling District); Located on the north side of Dakota Trail, approximately 350 feet west of the intersection of Dakota Trail and Winnebago Trail; (BV2004-034).

District 4 – Henley
Francisco Torregrosa, Planner

Earnest McDonald introduced the location of the application and stated that staff recommended denial for (1) rear yard set back variance from 30 feet to 17 feet; and approval for (2) minimum lot size variance from 9,000 square feet to 8,250 square feet.

Richard Kimmel stated that he wanted to build a 30 feet by 25 feet addition to his house for a model railroad. He also stated that he didn't have any room in his

house for this type of layout. He also stated that it would be in the back of his home, and he discussed it with his neighbors and none of them are in objection.

Bruce Hartman, Remodeling Contractor, stated that given the architectural design of the home there is no room in front of the house for the project. He also stated that it couldn't be attached to the home. He further stated that the project would be blend with the home.

Mrs. Buchanan made a motion to approve the request.

Mr. Goff seconded the motion.

The motion passed by unanimous consent (5-0).

SPECIAL EXCEPTIONS:

- 10. WEST STATE ROAD 426** - Trinity Capitol LTD, applicant; Request to establish a convenience store with gas pumps, retail space and a car wash in the PUD (Planned Unit Development District); Located on the southeast corner of the intersection of Tuskawilla Road and West State Road 426; (BS2004-006).
District 1 - Maloy
Francisco Torregrosa, Planner

Earnest McDonald introduced the location of the application and stated that staff recommended approval of the special exception request with the following conditions:

- Hours of operation shall be limited to 6:00 a.m. to 12:00 a.m.; Truck delivery hours shall be limited to 7:00 a.m. to 11:00 p.m.
- Electrical equipment facing south of the building shall be screened with appropriate landscaping if on the ground or screened with a parapet wall if on the roof of the building.
- No illuminated signage shall be allowed along the southern face of the proposed building; illuminated signs shall be turned off when business is closed.
- Automotive mechanical repairs shall be prohibited.
- The outdoor storage of supplies, materials or merchandise shall be prohibited.
- The site shall be developed in accordance with the approved Developer's Commitment Agreement for the Trinity Center PUD.
- An active setback and buffer shall apply along the south property line, as required by the Land Development Code; The dumpster depicted on the proposed site plan shall be removed from the required buffer.

- The proposed Right In / Right Out driveway shall be dependent upon Florida Department of Transportation approval.
- The proposed use shall otherwise comply with the Seminole County Comprehensive Plan and Land Development Code.

Mike Savell stated that of the nine (9) conditions that staff have recommended, they agree with seven (7) of them. He stated that the two (2) that they disagree with are the limitation of hours and the placement of the dumpster. He stated that they placed the dumpster in a position that would be easily accessible by the company that would come in to service it. He also stated that they would like to leave it there. He further stated that the surrounding businesses are open 24 hours and they would like to be consistent with the competition. He also stated that with the hours of restrictions they would not be able to move forward with the project. He lastly stated that he would appreciate the Board consideration in this matter.

Annette Russell stated that she resides in Trinity Bay and that the whole Trinity Bay project has been a heated debate. She also stated that they don't need another gas station in that area. She also stated that the lighting is a big issue and the store remaining open until 11:00 p.m. is too late in her opinion. She lastly stated that she would ask that the Board deny this request.

Wendy Saliga stated that her concern was with the median and the danger issues. She stated that the project had been a disaster from the beginning. She also stated that they would like to see something that was more community based come into the neighborhood. She also stated that the 2003 traffic study that staff referred to does not include the new development that is coming into the community.

Patty Duffy stated that she is a Board Member of the Trinity Bay Homeowners Association, and that they were against the project. She also stated that there were seven (7) gas stations within a two (2) mile radius. She further stated that this project would likely bring more loitering, noise pollution, traffic problems, environmental pollution and more lighting.

Chris Saliga stated that he supported everything that had been previous said. He also stated that they were not against development, but they wanted development that would be comparable. He lastly stated that he would like the Board to consider the security issues.

Mike Savell stated that he understood the neighbors and their concerns and they would try to be good neighbors. He also stated that from his understanding the zoning prior to the development coming in was C-2, which is a more intense zoning. He further stated that there is a tremendous pattern of growth and they would like to have competitive hours of operation.

Mrs. Buchanan made a motion to the deny the special exception request.

Mr. Goff seconded the motion.

The motion passed by unanimous consent (5-0).

-
- 11. 2780 MYSTIC LAKE DRIVE** - TBCOM Properties, LLC / John McGinty / Pioneer Land Use Services, applicants; Request for the establishment of a 160 foot tall communication tower in the PUD (Planned Unit Development District); Located south of State Road 417, between Buttermilk Bay Court and Mystic Lake Drive; (BS2004-007).
District 1 - Maloy
Earnest McDonald, Principal Coordinator

This item was continued by the applicant request.

REGULAR ITEMS

- 12. 1290 BEE LANE** – Michelle Chalstrom, applicant; Request for renewal of a special exception for the continued placement of a recreational vehicle in the A-5 (Rural Zoning Classification District) for a six month period at 1290 Bee Lane; Located on the west side of Bee Lane, approximately 700 feet south of the intersection of East Osceola Road and Bee Lane; (BM2003-019).
District 2 – Morris
Francisco Torregrosa, Planner

Earnest McDonald introduced the location of the application and stated that staff finds that the applicant has not demonstrated substantial progress towards meeting the terms of the recorded Development Order, therefore staff recommended denial of the request.

Michele Chalstrom stated that she has obtained a building permit and that she also has a contract. She further stated that during the last six (6) months she has also gotten a survey, a perk test, and an appraiser on the property has been done by the Leander.

Tim Lee stated that he lives on Bee Lane and that most of the residents are in opposition of this request. He also stated that he has been in opposition of the request from the beginning. He also stated a concern about the junk in their yard and the fact that it is visible from the road. He further stated that they are living off a generator and running a garden hose from the neighbor next door. He lastly stated that if they have a building permit, allow them to build but live elsewhere.

Ron Houck stated that he lives on Bee Lane and he has never seen any sewage being removed from the recreational vehicle. He stated that since they have not concurred with any of the requirements they should be required to move the recreational vehicle.

Mark Besbe stated that he was Michelle boyfriend and all they wanted to do was build a house and get on with their lives. He also stated that once the house is built he plans to move all the stuff from the property. He further stated that the lot has been cleared.

Mr. Rozon made a motion to deny the request.

Mr. Bushrui seconded the motion.

The motion passed by unanimous consent (5-0).

APPROVAL OF MINUTES

The minutes were not approved at the meeting.

ADJOURNMENT

The meeting adjourned at 10:00 p.m.

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On October 27, 2003, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LEG SEC 10 TWP 20S RGE 32E BEG 3943.648 FT N & 1075 FT E OF SW COR RUN
E 761.41 FT

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

FINDINGS OF FACT

Property Owner: MICHELLE CHALSTROM
BEE LANE
GENEVA, FL 32732

Project Name: BEE LANE

Requested Development Approval:

REQUEST FOR SPECIAL EXCEPTION FOR THE TEMPORARY PLACEMENT OF A RECREATIONAL VEHICLE IN THE A-5 (RURAL ZONING CLASSIFICATION DISTRICT) ON BEE LANE FOR SIX (6) MONTHS.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: FRANCISCO TORREGROSA
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 05093 PG 1772
FILE NUM 2003201605
RECORDED 11/10/2003 11:53:36 AM
RECORDING FEES 19.50
RECORDED BY J Eckenroth

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Coach
DEPUTY CLERK

RETURN TO SANDY MCCANN

Order**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

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

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

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

- A. THE RECREATIONAL VEHICLE MUST BE CONNECTED TO SEPTIC AND WATER SERVICES UNLESS THESE SERVICES ARE BEING PROVIDED FOR OFF-SITE AT LEAST ONCE A WEEK. IF SO, DOCUMENTARY EVIDENCE MUST BE PROVIDED TO THE PLANNING DIVISION.
- B. THE PLACEMENT AND OCCUPANCY OF THE RECREATIONAL VEHICLE SHALL NOT EXCEED SIX (6) MONTHS AND MAY BE RENEWED FOR AN ADDITIONAL PERIOD OF SIX (6) MONTHS UPON APPROVAL BY THE BOARD OF ADJUSTMENT IF SUBSTANTIAL PROGRESS IN SECURING BUILDING PERMITS FOR A CONVENTIONAL HOME HAS BEEN DEMONSTRATED.
- C. PRIOR TO FINAL INSPECTION OF THE RESIDENCE, THE PROPERTY OWNER SHALL FURNISH THE PLANNING DIVISION WITH ACCEPTABLE EVIDENCE AS TO THE DATE AND METHOD THAT THE PROPOSED RECREATIONAL VEHICLE WILL CEASE TO BE USED AS A RESIDENCE.
- D. THE PROPOSED RECREATIONAL VEHICLE SHALL CEASE TO BE USED AS A RESIDENCE WITHIN THIRTY (30) DAYS FOLLOWING THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR THE PERMANENT RESIDENCE.

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

property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

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

Done and Ordered on the date first written above.

By: Matthew West
Matthew West
Planning Manager

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 _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of October, 2003.

Karen Mathews
Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

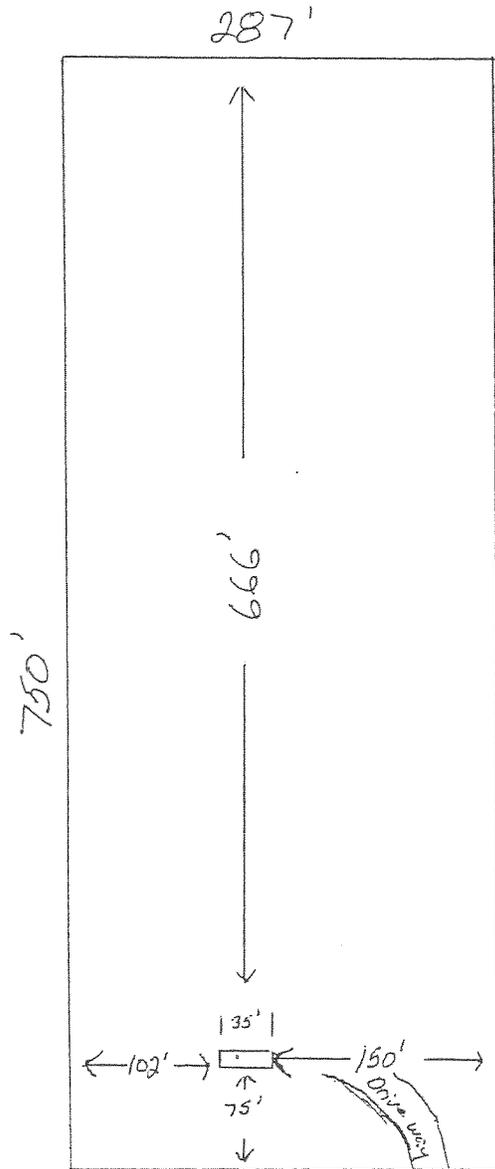


Karen Mathews
My Commission DD144950
Expires August 26, 2006

Proposed RV Site



1" = 100'



1290 Bee lane
Geneva

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

RETURN TO SANDY MCCANN

On April 26, 2004, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LEG SEC 10 TWP 20S RGE 32E BEG 3943.648 FT N & 1075 FT E OF SW COR RUN E
761.41 FT

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

FINDINGS OF FACT

Property Owner: MICHELLE CHALSTROM
BEE LANE
GENEVA, FL 32732

Project Name: 1290 BEE LANE

Requested Development Approval:

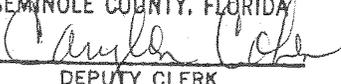
REQUEST FOR RENEWAL OF A SPECIAL EXCEPTION FOR THE CONTINUED PLACEMENT OF A RECREATIONAL VEHICLE IN THE A-5 (RURAL ZONING CLASSIFICATION DISTRICT) AT 1290 BEE LANE FOR SIX (6) MONTHS.

The Development Approval sought would adversely impact neighborhood character and is thereby inconsistent with the Seminole County Comprehensive Plan, applicable land development regulations and other applicable regulations and ordinances. The owners retain a reasonable use of their property.

The requested development approval is hereby denied.

Prepared by: Earnest McDonald
1101 East First Street
Sanford, FL 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 05310 PGS 0804-0806
FILE NUM 2004077408
RECORDED 05/18/2004 02:43:41 PM
RECORDING FEES 15.00
RECORDED BY J Eckenroth

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: 
DEPUTY CLERK

Done and Ordered on the date first written above.

By: Matthew West
Matthew West
Planning Manager

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 Math West who is ~~personally known~~ to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of April, 2004.

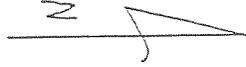
Karen Mathews
Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

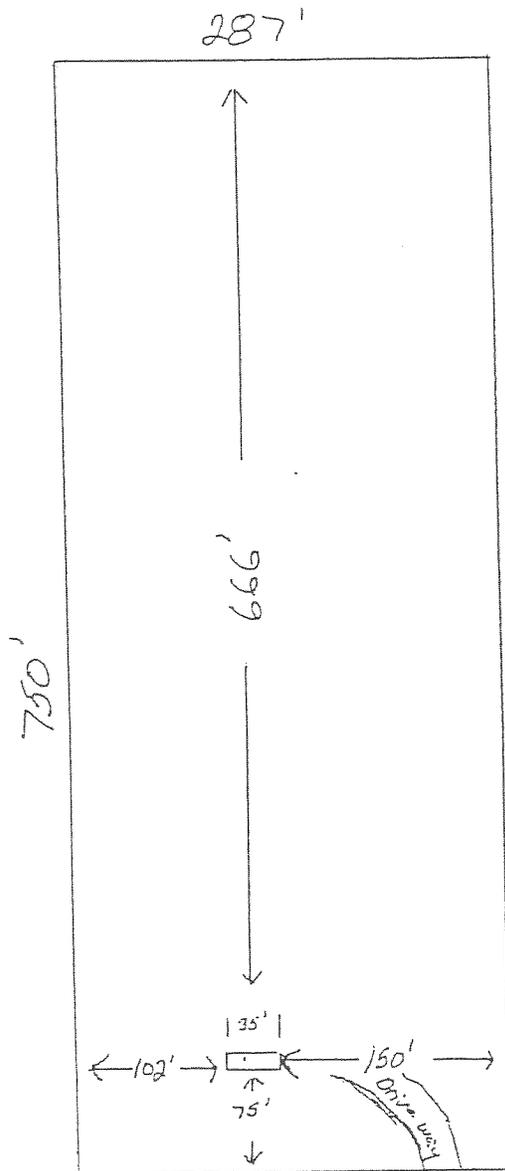


Karen Mathews
My Commission DD144950
Expires August 26, 2006

Proposed RV Site



1" = 100'



1290 Bee lane
Geneva