

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Final Master Plan and Developer's Commitment Agreement for Monroe Commerce Center (South) PCD, Phase 2 (Howard Schieferdecker / Small Bay Partners LLC, applicant)

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

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Jeff Hopper **EXT.** 7431

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

**MOTION/RECOMMENDATION:**

1. Approve the request for approval of the Final Master Plan and Developer's Commitment Agreement for Monroe Commerce Center South, Phase 2, and authorize the Chairman to execute same, comprising approximately 4.54 acres and located at the southeast corner of Church Street and N. Elder Road. (Howard Schieferdecker / Small Bay Partners LLC, applicant);
  2. Deny the request for approval of the Final Master Plan and Developer's Commitment Agreement for Monroe Commerce Center South, Phase 2; or
  3. Continue the request until a date certain.
- (District 5- Comm. McLain) (Jeff Hopper, Senior Planner)

**BACKGROUND:**

The applicant, Howard Schieferdecker, requests approval of the Final PCD Master Plan and Developer's Commitment Agreement for the Monroe Commerce Center (South) Phase 2 PCD in order to develop 56,000 square feet of office-warehouse space on a 4.54-acre site.

The Board approved the Preliminary PCD plan on October 14, 2003. The zoning approval permitted office/warehouse, assembly and light manufacturing uses on the site, with outdoor advertising signage prohibited. In order to comply with parking standards of the Land Development Code, the applicant has agreed to limit office uses to 20 percent of total floor area on the site, the balance being devoted to less intensive uses having a lower parking requirement. The applicant has agreed to dedicate additional right-of-way along Church Street to the site's western boundary at North Elder Road.

**STAFF RECOMMENDATION:**

Staff finds that the proposed Final Master Plan and Developer's Commitment Agreement are consistent with the Preliminary Master Plan and Development Order, and recommends APPROVAL.

Reviewed by:	
Co Atty:	<u>KZC</u>
DFS:	
Other:	<u>MAN</u>
DCM:	<u>SS</u>
CM:	<u>KG</u>
File No.	<u>rpdp01</u>



**Monroe Commerce Center (South)**  
**Phase 2**  
**Planned Commercial Development**  
**Developer's Commitment Agreement**  
**Commitments, Classifications and District Description**

On July 13, 2004 the Board of County Commissioners of Seminole County issued this Agreement relating to, concerning and binding the following described real property situated in Seminole County, Florida:

**I. Legal Description**

Legal description is attached as Exhibit "A".

**II. Property Owner**

Small Bay Partners LLC  
 2200 Lucien Way, Suite 350  
 Maitland FL 32751-7019

**III. Statement of Basic Facts**

- |    |                |  |
|----|----------------|--|
| A. | Total Acres    | 4.542 acres, more or less  |
| B. | Zoning         | PCD, Planned Commercial Development  |
| C. | Site Plan      | PCD Final Site Plan attached as Exhibit "B"  |
| D. | Permitted Uses | Office-warehouse facility; permitted uses are limited to office, warehouse, assembling, light manufacturing and wholesale showrooms. Office uses shall be limited to 20 percent of total floor area for the development. |
- Prohibited uses are mini-storage, retail, outdoor advertising, and on-site repair of vehicles. Storage bays shall not be used for retail or service uses involving on-site customer contact.

**IV. Land Use Breakdown**

	<u>Land Use</u>	<u>Square Feet</u>	<u>Percent of Site</u>
A.	Total Site	197,850	100%
B.	Total Pervious (open)	69,583	35.2%
C.	Total Impervious	128,267	64.8%

## V. Building and Lot Restrictions

<u>Building/Lot</u>	<u>Commitment</u>
Maximum Building Height	30'
Parking Spaces	118 spaces
Building Area	56,000 s.f. (maximum)
Church Street	25' setback
Elder Road	25' setback
South	15' setback
East	25' setback

## VI. Vehicle and Pedestrian Circulation System

- A. Roads.** The developer agrees to dedicate 20 feet of additional right-of-way along the south side of Church Street adjacent to the subject property prior to issuance of site construction permits. This dedication shall be along the entire frontage of the site on Church Street.
- B. Sidewalks.** The developer shall provide a 5-foot sidewalk along Church St. prior to issuance of the first Certificate of Occupancy. Pedestrian connections shall be provided between interior walkways and public sidewalks along Church Street and North Elder Road.
- C. Parking.** Parking spaces adjacent to bay doors shall be permitted subject to the following conditions:
1. At least 23 such spaces shall be provided; additional spaces may be required by the Planning Manager as needed to meet Land Development Code parking requirements for the entire site.
  2. All required spaces shall be striped.
  3. Minimum parking space depth shall be 20 feet. Minimum width of parking spaces shall be the same as that of adjoining bay door(s), and in no event less than 10 feet.
  4. Semi-trucks and other vehicles exceeding 20 feet in length shall not use regular parking areas between 7 a.m. and 7 p.m. on weekdays.
- D. Outdoor Storage.** Outdoor storage uses on the site shall be screened and restricted to the designated outdoor storage area, and not permitted in parking and driveway aisles. The storage area shall be used only by tenants of the development.

## VII. Landscaping, Buffers and Open Space

- A.** The outdoor storage area shall be landscaped to the north, south and east with plantings providing 75% screening to a height of 3 feet. Required plantings shall include 1 canopy tree per 25 linear feet along these sides. The storage area shall be further screened on the north, south and east sides using an opaque 6-foot chain link fence with vinyl slats.
- B.** Parking area landscaping shall comply with the Land Development Code.
- C.** Open space shall comprise at least 25% of the site, as required by the Land Development Code. Open space areas shall include the following features:
- retention areas, amenitized as open space per the requirements of the Land Development Code as shown in Exhibit B

- landscape buffers along Church Street
- internal landscaping areas in tree islands and other planting areas adjacent to parking lots
- five-foot landscape buffer areas between parking lots and property lines
- landscaped areas between buildings and parking lots as shown on Exhibit B

## VIII. Facility Commitments

The following conditions shall be met by the Owner prior to a certificate of occupancy being issued by Seminole County.

- A. **Water.** Water services shall be provided by the existing Seminole County Environmental Services water system. Design of lines shall conform to all Seminole County and Florida Department of Environmental Protection standards.
- B. **Sanitary Sewer.** Sanitary sewer shall be provided by the existing Seminole County Environmental Services treatment facilities. Design of lines shall conform to all Seminole County and Department of Environmental Protection standards.
- C. **Stormwater.** Stormwater drainage and stormwater management shall be provided according to Seminole County's and the St. Johns River Water Management District's stormwater regulations.
- D. **Fire Protection.** Fire protection shall be provided by Seminole County. Fire flow will be a minimum of 1,250 gpm with 20 p.s.i. Fire hydrants shall be located according to Seminole County Regulations.

## IX. Lighting and Signage

- A. **Lighting.** Lighting shall be limited to fixtures complying with the County Lighting Ordinance.
- B. **Signage.** Outdoor advertising signage is prohibited. All other types of signage shall comply with the Land Development Code.

## X. Other Commitments

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all codes and ordinances, including the impact fee ordinances, in effect in Seminole County at the time of permit issuance.
- B. The conditions upon which this Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Owner of the Property.
- C. This Agreement touches and concerns the Property, and the conditions, commitments and provisions of this Agreement shall perpetually burden, run with and follow said Property and be a servitude upon and binding upon said Property unless released in whole or in part by action of Seminole County as evidenced in writing. The Owner of said Property is expressly covenanted

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

- D. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.
- E. The development approval being sought is consistent with the Vision 2020 plan and will be developed consistent with and in compliance with all applicable land development regulations and all other applicable regulations and ordinances.
- F. The Owners of the Property have expressly agreed to be bound by and subject to the development conditions and commitments set forth herein and hereby covenant and agree to have such conditions and commitments restrict, run with and perpetually burden the Property. The development conditions and commitments set forth herein shall not be the personal obligations of the Owner upon the legal transfer of the Property to a subsequent purchaser.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
DARYL G. McLAIN, Chairman

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

**OWNER'S CONSENT AND COVENANT**

The undersigned parties hereby agree to the terms and conditions set forth herein the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Witness

By: Small Bay Partners, LLC,

LSL Corporation, as Manager of Small Bay Partners

By: Howard Schieferdecker, as President of LSL Corporation

\_\_\_\_\_  
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 Howard Schieferdecker, President of LSL Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

## EXHIBIT A

### LEGAL DESCRIPTION

North ½ of Lot 52 (Less the North 15 feet and the West 25 feet thereof reserved for road right-of-way) all in FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S, according to the plat thereof as recorded in Plat Book 1, Page 114, of the Public Records of the Public Records of Seminole County, Florida.

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Contains 4.542 Acres, more or less.

**EXHIBIT B**

*FINAL MASTER PLAN*

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