

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Final Master Plan and Developer's Commitment Agreement for Kenmure PUD (Ellsworth Gallimore, applicant)

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

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

Agenda Date <u>11/12/02</u> Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing - 1:30 <input type="checkbox"/> Public Hearing - 7:00 <input type="checkbox"/>
--

MOTION/RECOMMENDATION:

1. Approve the request for approval of the Final Master Plan and Developer's Commitment Agreement for Kenmure PUD, comprising approximately 108 acres and located south of Red Bug Lake Road between Brooks Lane and Mikler Road (Ellsworth Gallimore, applicant)
2. Deny the request for approval of the Final Master Plan and Developer's Commitment Agreement for Kenmure PUD.
3. Continue the item until a date certain.

(District 1- Comm. Maloy)

(Jeff Hopper, Senior Planner)

BACKGROUND:

The applicant, Ellsworth Gallimore of Butler Development Inc., requests approval of the Final Master Plan and Developer's Commitment Agreement for the Kenmure PUD in order to develop 174 single family dwelling units on a 108-acre site.

The Board approved the Preliminary Master plan on the project on February 12, 2002 (a proposed revision to that plan was under consideration on today's agenda). Included within the development are approximately 33 acres of wetlands to be dedicated to Seminole County as a conservation easement for the storage of off-site stormwater runoff. The developer is also providing the county with a utility easement, which will allow a major water line to cross the property, and a pedestrian connection to Red Bug Lake Road.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed Final Master Plan and Developer's Commitment Agreement, in accordance with the Preliminary Master Plan and Development Order as revised by the Board.

Reviewed by:	
Co Atty:	<u>KZC</u>
DFS:	
Other:	<u>MMW</u>
DCM:	<u>SS</u>
CM:	<u>JH</u>
File No.	<u>Rpd001</u>



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

MASTER SITE PLAN
FOR
*Kennmare Planned
Unit Development*

SEMINOLE COUNTY, FLORIDA

DEVELOPER

BUTLER RIDGE DEVELOPMENT, INC.
557 NORTH WYMORE RD., SUITE 102
MAITLAND, FLORIDA 32751
ATTN: ELLSWORTH GALLIMORE
(407) 987-0100

ENGINEER

CPH ENGINEERS, INC.
500 W. FULTON STREET
SANFORD, FL 32771
ATTN: REINE BOYLES
(407) 322-8841
ATTN: WILLIAM R. HOLMES
(407) 425-0452

SURVEYOR

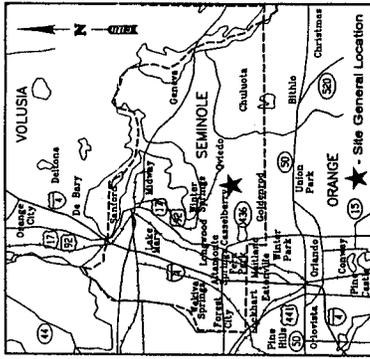
GARLING BELTON ASSOCIATES, INC.
1275 E. ROBINSON STREET
ORLANDO, FLORIDA 32801
ATTN: BRIAN BELTON
(407) 884-6656

UTILITIES

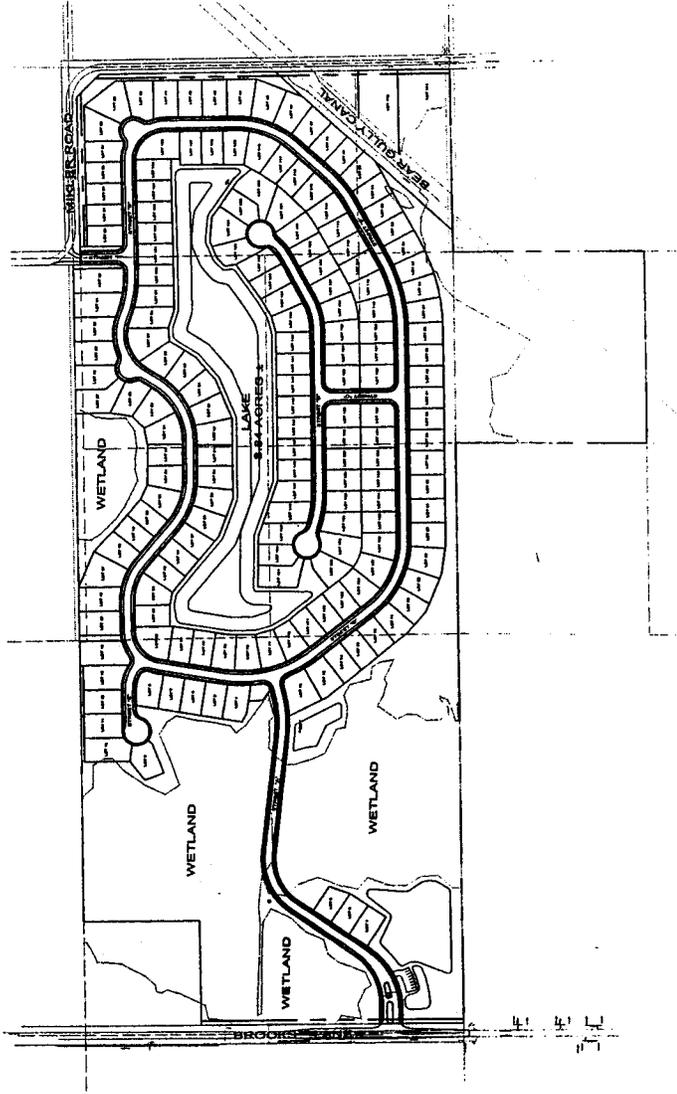
SEMINOLE COUNTY ENVIRONMENTAL SERVICES
10 LAKE MARY BLVD.
SANFORD, FLORIDA 32773

LEGEND

- C— PROPOSED WATER MAIN
- S— PROPOSED SEWER SERVICE
- R— PROPOSED FIRE HYDRANT, VALVE AND REDUCER
- T— PROPOSED TIE
- V— PROPOSED VALVE
- B— PROPOSED BLOWOFF
- M— PROPOSED SEWER MAN
- S— PROPOSED SEWER SERVICE
- M— PROPOSED STORM MALET
- P— PROPOSED STORM PIPE
- M— PROPOSED FORCE MAIN
- P— PROPOSED HIGH POINT
- L— PROPOSED LOW POINT
- D— DRAINAGE FLOW DIRECTION



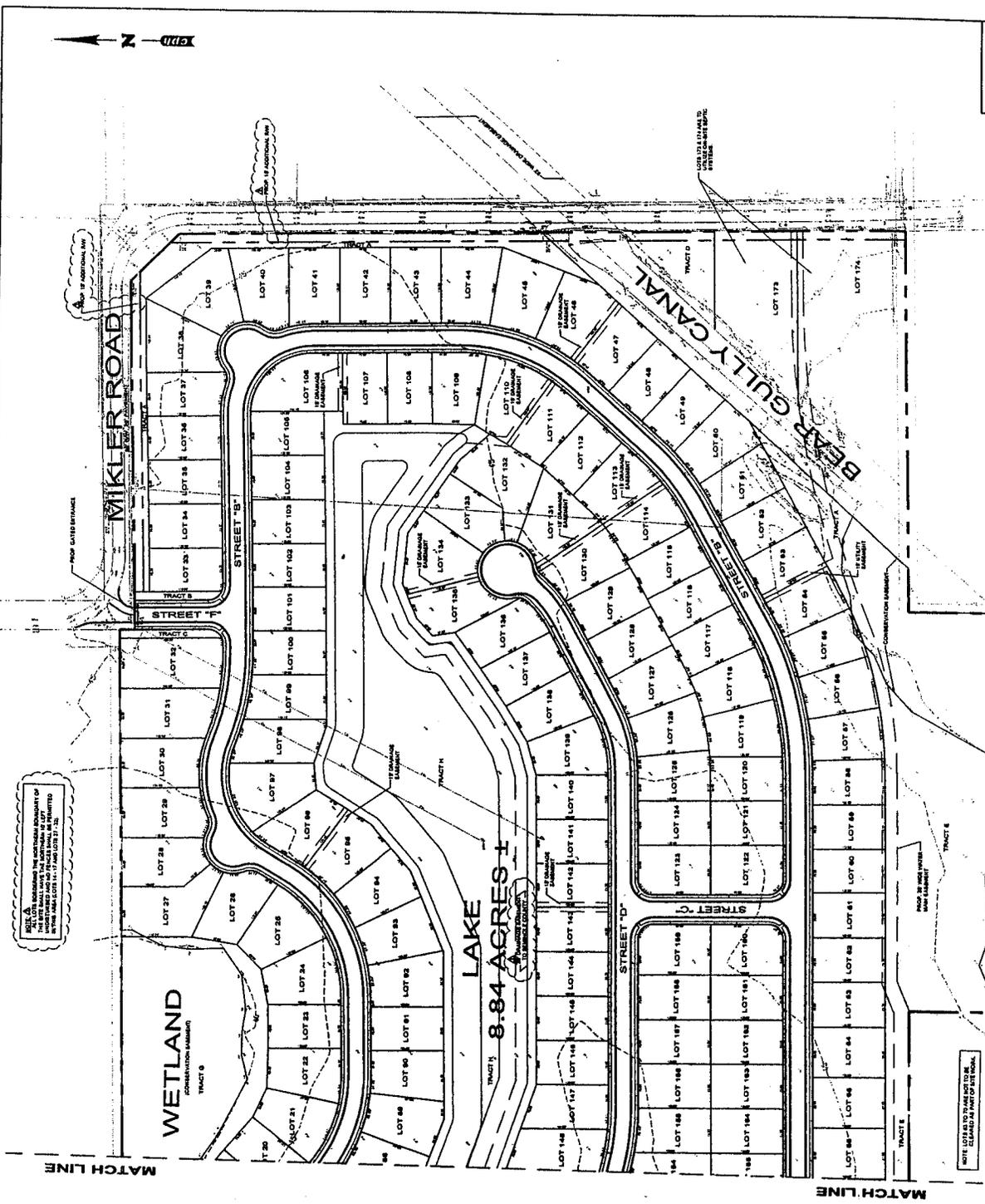
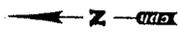
VICINITY MAP



INDEX OF SHEETS

- C-1 COVER SHEET
- C-2 SURVEY SHEET
- C-3 MASTER LAND USE PLAN
- C-4 MASTER LAND USE PLAN
- C-5 SITE DEVELOPMENT PLAN
- C-6 TRANSPORTATION PLAN
- C-7 UTILITY SERVICE PLAN
- C-8 UTILITY SERVICE PLAN
- C-9 FIRE PROTECTION PLAN
- C-10 FIRE PROTECTION PLAN
- L-1 OVERALL LANDSCAPING PLAN
- L-2 LANDSCAPING DETAILS & NOTES

SHEET NO. C-1	
COVER SHEET	
KENMARE PLANNED UNIT DEVELOPMENT SEMINOLE COUNTY, FLORIDA	
Prepared By: N.E. 7/02 Drawn By: N.E. 7/02 Checked By: N.E. 7/02 Approved By: N.E. 7/02	Scale: AS SHOWN Date: 7/02
Project No.: 02-000001 Drawing No.: 02-000001-01	Revision:
No. Date Description	1 7/02 Initial

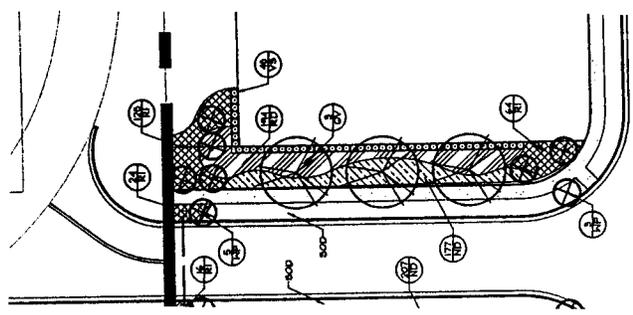
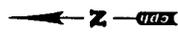
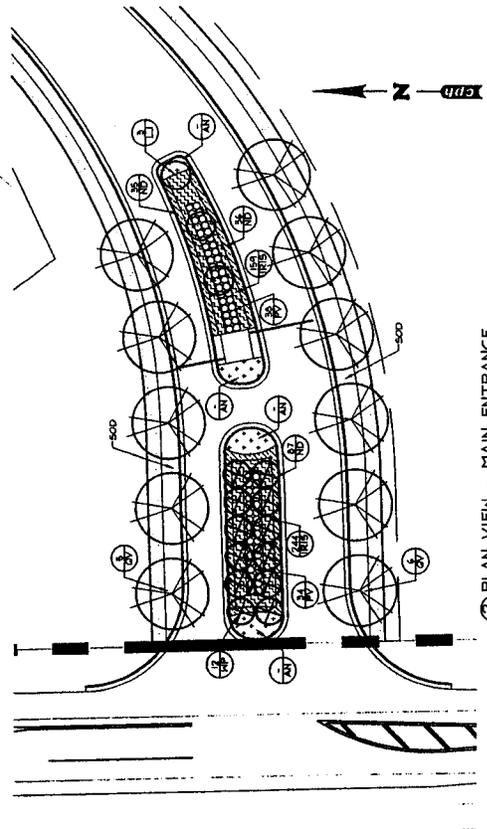
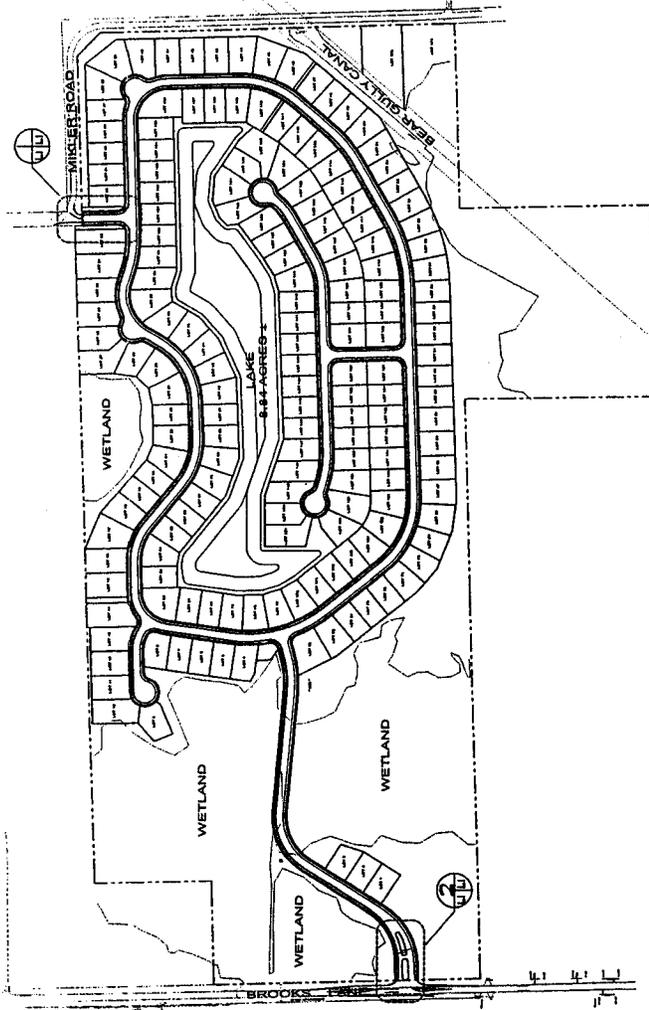
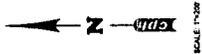


NOTE: A. According to the information provided by the applicant, the wetland area is located within parcels 14-15 and 16-17.

NOTE: LOT 100 IS TO BE REMOVED FROM THE PLAN.

<p>DATE: 07/20/2022 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: 2022-01</p>	<p>DATE: 07/20/2022 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: 2022-01</p>	<p>DATE: 07/20/2022 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: 2022-01</p>	<p>DATE: 07/20/2022 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: 2022-01</p>
<p>PER SEMINOLE COUNTY COMMENTS</p>			
<p>REVISIONS</p>			
NO.	DATE	DESCRIPTION	BY
1			
2			
3			

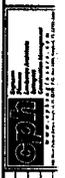
KENNEMURE PLANNED UNIT DEVELOPMENT
 W. B. MITCHELL COUNTY, FLORIDA
 MASTER LAND USE PLAN
 C-4



PLAN VIEW - MAIN ENTRANCE
SCALE 1/8"

SECONDARY ENTRANCE
SCALE 1/8"

DESIGNED BY:	SCALE:	AS NOTED
DRAWN BY:	1/8"	DATE: JULY 2002
CHECKED BY:	1/8"	JOB NO. 000271
APPROVED BY:	1/8"	2002/07



No.	Date	Revisions
1	A	
2	A	
3	A	

**Butler Ridge Subdivision
Planned Residential Development
Developer's Commitment Agreement
Commitments, Classifications and District Description**

On November 12, 2002, 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

Betty O. Galloway, Donna L. Bayer, Sandra C. Macherone, Co-Trustees of the Betty O. Galloway Trust

III. Developer

Gallimore Development, Inc.
557 North Wymore Road, Suite 102
Maitland, FL 32751

IV. Statement of Basic Facts

- A. Total Acres 108.46 acres, more or less
- B. Zoning PUD, Planned Unit Development
- C. Permitted Uses Single Family Residential (9000 s.f. min. lot Size)

V. Land Use Breakdown

	<u>Land Use</u>	<u>Area (ac)</u>	<u>Percent of Site</u>
A.	Total Site Area	108.46	100%
B.	Net Developable Area	64.44	59.38%
	(Total area- wetland- R/W)		
C.	Wetland Area/Conservation	33.58	30.96%
D.	Open Space Area (PUD credit)	29.98	27.64%
	¼ total wetlands	8.39*	7.74%
	park	0.18*	0.16%
	entrance features	0.211*	0.19%
	main pond	5.36*	4.94%

	pedestrian access	0.065*	0.06%
	site & wetland buffer	15.78*	14.55%
	Other Open Space	27.00	24.89%
	ponds (excluding main pond)	1.81*	1.67%
	75% wetlands	25.19*	23.23%
E.	Dedicated R/W (Mikler Rd. & Brooks Lane)	0.93*	0.86%
F.	Project Pavement Area	8.04	10.74%
G.	Project R/W	10.48*	9.66%
H.	Project Lots	40.06*	36.94%

V. Building and Lot Restrictions

<u>Building/Lot</u>	<u>Commitment</u>
Maximum Building Height	35'
Building Area	2000 s.f. min.
Lot Setbacks	
Front	20' setback
Rear	25' setback
Side	7.5' setback
Corner	20' setback

Minimum Lot Size

9,000 s.f. Minimum 75' width at building line

10,650 s.f. Minimum 85' width at building line

VI. Vehicle and Pedestrian Circulation System

- A. **Roads:** 0.93 acres will be dedicated for Mikler Road and Brooks Lane R/W.
- B. **Sidewalks:** Tract J has been denoted as Pedestrian Access, if required by Seminole County.
- C. **Lot Access:** No lots shall have direct access to Mikler Road, except for those not having frontage on internal streets.
- D. **Signal:** The developer will contribute a fair-share payment toward a traffic light at Mikler Road, if warranted.
- E. **Site Access:** The Mikler Road entrance shall line up with the north-south portion of Mikler Road.

VII. Landscaping, Buffers and Open Space

- A. Recreational uses to be provided within the development shall be established in the Final Master Plan, minimum of 0.18 acres.
- B. The north 10 feet on lots 10-13, bordering the north property line along the existing pasture area, shall be left undisturbed. A new fence will be installed at the rear of the lot line. The north 10' of Lots 14-17 and 27-32 is to be left undisturbed.

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 Seminole County Environmental Services water system. The developer will provide a 25' utility easement between the entrance road off Brooks Lane and Mikler Road. 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 Seminole County Environmental Services treatment facilities. The on-site lift station will collect the on-site sewage and pump to the lift station located at the intersection of Red Bug Road and Brooks Lane. 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. The developer will dedicate a drainage easement to Seminole County over the existing wetland located on the west side of the property. The county will be allowed to store additional stormwater runoff within said easement to attenuate flows from offsite areas without adversely impacting the development. A 20' drainage easement will also be dedicated to Seminole County beginning at the east side of the existing wetland, extending east to the boundary of the Bear Gully Creek Easement. The final easement alignment will be finalized prior to Final Engineering approval.
- D. **Fire Protection.** Fire protection shall be provided by Seminole County. Fire flow will be a minimum of 600 gpm with 20 p.s.i. Fire hydrants shall be located according to Seminole County Regulations.

IX. **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.

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: _____

OWNER'S CONSENT AND COVENANT

I hereby agree to the terms and conditions set forth herein the _____ day of _____, 2002.

Witness

Betty O. Galloway Trust

Print Name

By: Betty O. Galloway
Co-Trustee

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 _____, 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 _____, 2002.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

OWNER'S CONSENT AND COVENANT

I hereby agree to the terms and conditions set forth herein the _____ day of _____, 2002.

Witness

Betty O. Galloway Trust

Print Name

By: Donna L. Bayer
Co-Trustee

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 _____, 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 _____, 2002.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

Legal Description

That part of Sections 19 and 30, Township 21 South, Range 31 East, Seminole County, Florida, described as follows:

PARCEL 1:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 21 South, Range 31 East.

PARCEL 2:

The Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 21 South, Range 31 East.

PARCEL 3:

The Southeast 1/4 of the Southwest 1/4 (Less the West 399.67 feet of the North 400.00 feet thereof) of Section 19, Township 21 South, Range 31 East, and the North 25 feet of the Southwest of the Southeast of Section 19, Township 21 South, Range 31 East, Less Road right-of-way over the West 33 feet granted in Official Records Book 548, Page 464, Public Records of Seminole County, Florida.

PARCEL 4:

The West 1/2 of Lot 75 of the SLAVIA COLONY COMPANY'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida, lying North of the center line of Bear Gully Canal Less the South 1/4 of said West 1/2 of said Lot 75.

LESS that part conveyed to Seminole County in Official Records Book 3057, Page 960, Public Records of Seminole County, Florida, described as follows:

That portion of the West half of Lot 75, SLAVIA COLONY COMPANY'S SUBDIVISION, lying in Section 19, Township 21 South, Range 31 East, and recorded in Plat Book 2, Page 71, of the Public Records of Seminole County, Florida; and being more particularly described as follows:

Commence at the Northeast corner of the West half of the Southeast 1/4 Southeast 1/4 of said Section 19; thence run along the East line of said West half, S 00°19'05" E 25.11 feet; thence run S 89°40'55" W 25.00 feet to a point on the Southerly and Westerly right-of-way line of Mikler Road, said point also being the POINT OF BEGINNING; thence continue along said Southerly right-of-way line S 89°25'49" W 80.00 feet; thence leaving said right-of-way line, and over and across the West half of said Lot 75; run S 45°26'38" E 112.89 feet to the Westerly right-of-way line of Mikler Road; thence run along said right-of-way line N 00°19'05" W 80.00 feet to the POINT OF BEGINNING.

PARCEL 5:

The Southwest quarter of the Southeast quarter Less the South quarter of the East one-half of Section 19, Township 21 South, Range 31 East, Less 25 feet along North boundary of said property for road right-of-way.

PARCEL 6:

The South 1/4 of the West 1/2 of Lot 75 of SLAVIA COLONY COMPANY'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida, together with that portion of the North 3/4 of the West 1/2 of said Lot 75, lying South of the center line of Bear Gully Canal.

The above described lands, all lying in Seminole County, Florida.

Containing a total of 108.46 acres, more or less.