

Item # 40

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Maronda Systems Incorporated PUD Final Master Plan and Developer's Commitment Agreement

DEPARTMENT: Planning & Development DIVISION: Planning

AUTHORIZED BY: Donald S. Fisher CONTACT: Amanda Smith EXT. 7339

Agenda Date 11/12/02 Regular Consent Work Session Briefing
Public Hearing - 1:30 Public Hearing - 7:00

MOTION/RECOMMENDATION:

1. Approve the PUD Final Master Plan and Developer's Commitment Agreement for the Maronda Systems Incorporated PUD, located south of Church Street on Maronda Way, Bowyer, Singleton & Associates - Applicant; or
2. Deny the PUD Final Master Plan and Developer's Commitment Agreement for the Maronda Systems Incorporated PUD, located south of Church Street on Maronda Way; or
3. Continue until a date certain.

(District 5, McLain)

(Amanda Smith, Senior Planner)

BACKGROUND:

The applicant, Bowyer Singleton, is requesting approval of the PUD Final Master Plan and Developer's Commitment Agreement for the Maronda Systems Incorporated PUD. The subject property is approximately 14 acres and is located on the south side of Church Street on Maronda Way. The proposed PUD Final Master Plan is for the development of a concrete products machine plant and employee parking facility. The applicant is also requesting that Phase 2 of the project be developed as a wood truss storage area as an interim use. The preliminary PUD was approved by the Board on May 28, 2002.

STAFF RECOMMENDATION:

The proposed Final PUD site plan is consistent with the Seminole County Land Development Code and the approved Development Order for the project. Planning Staff recommends approval of the proposed PUD Final Master Plan and Developer's Commitment Agreement.

Reviewed by:	<u>KJC</u>
Co Atty:	<u>KJC</u>
DFS:	
Other:	<u>MW</u>
DCM:	<u>SS</u>
CM:	<u>EB</u>
File No.	<u>rpdp02</u>

MARONDA SYSTEMS

PLANNED UNIT DEVELOPMENT Developer's Commitment Agreement (Commitments, Classifications and District Description)

On November 12, 2002, the parties entered into the following Developer's Commitment Agreement relating to and touching and concerning the following described property:

I. LEGAL DESCRIPTION

THE WEST 1/2 OF LOT 55 (LESS THE SOUTHERLY 14.00 FEET). FLORIDA LAND AND COLONIZATION COMPANY LIMITED W. BEARDALL'S MAP OF ST. JOSEPHS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

and

THE EAST 1/2 OF LOT 55 (LESS THE SOUTH 14 FEET OF THE WEST 342.00 FEET OF LOT 55) AND LOT 65 (LESS THE WEST 342.00 FEET), FLORIDA LAND AND COLONIZATION COMPANY LIMITED W. BEARDALL'S MAP OF ST. JOSEPHS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 13.914 ACRES MORE OF LESS.

II. PROPERTY OWNER

Maronda Homes Incorporated of Florida
411 Central Park Drive
Sanford, FL 32771. (hereinafter referred to as the "Owner").

III. STATEMENT OF BASIC FACTS

- | | |
|------------------------|--------------------------|
| A. Total Area: | 13.914 Acres |
| B. Zoning: | Planned Unit Development |
| C. Max F.A.R. allowed: | 0.35 |

- D. 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.
- E. 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.

IV. PHASING PLAN – LAND USE BREAKDOWN

<u>PHASE</u>	<u>NUMBER OF BUILDINGS</u>	<u>SQUARE FEET</u>	<u>NET AREA</u>
1	1	22,976 S.F.	9.57 AC
2	TBD	TBD S.F.	4.34 AC
TOTAL:			13.91 AC

Total allowed per PUD: up to 200,000 s.f. warehouse or 100,000 s.f. of office or a combination of the above uses.

V. OPEN SPACE CALCULATIONS

Open space shall be provided at an overall rate of 30%, or a minimum of 4.17 acres throughout the entire PUD. Open space is achieved through green space in the PUD, subject to approval by the Planning Manager during final site plan approval.

The property owner shall provide maintenance of the open space.

- Total Land Area: 13.914 acres
- Required Open Space: 30% = acres x 0.30 = 4.17 acres
- Provided Open Space: 4.22 acres

The retention ponds shall be landscaped in order to be counted towards the open space requirements. In addition to the retention ponds being landscaped, picnic

tables shall be provided around the ponds for employee usage for both Phase I and II.

VI. BUILDING SETBACKS

Front	50' (Maronda Way)
Side.....	10'
Rear.....	10'
Maximum Building Height	35'

VII. PERMITTED USES

Refer to Item IX. 3.

VIII. LANDSCAPE & BUFFER CRITERIA

1. Refer to Item IX. 4.
2. Landscape materials/type and size shall conform to Seminole County Land Development Code specifications.

IX. DEVELOPMENT COMMITMENTS

The following conditions shall be met by the Owner at the time of issuance of permits including impact fee ordinances:

1. The property shall connect to central water and sewer services.
2. The applicant has agreed to dedicate fifteen (15') feet for right-of-way along Church Street in order to provide a thirty (30') foot half right-of-way needed for roadway expansion.
3. The uses for the property will be similar in nature to zoning categories OP, C-3, M-1A and M-1, and will include: general business and professional office; warehouse and storage of construction material and building related supplies including outside storage of materials and components; trade shops such as metal cabinet, plumbing, electrical, etc; mechanical garages for repair and maintenance of trucks and construction equipment; contractors equipment and storage yards; living quarters for guards, custodians and caretakers when such activities are accessory to the primary use of the premises; assembling of metal, cardboard, plastic and wooden containers; manufacturing and assembly of construction related components including but not limited to: steel studs, wood trusses, cabinets, window/door frames; testing of materials; cabinetry and wood working shops; lumber yards and saw mills; concrete block plants and

- redi-mix concrete plants; truck terminals; building and parking areas may be used for open storage as an interim use.
4. In association with open storage and parking uses, there shall be a ten (10') foot wide buffer screened from adjacent properties by a solid six (6) foot high fence, a double row of staggered canopy trees shall be provided, with trees to be at one per every 35 linear feet, with a row of subcanopy trees to be at one per every 15 linear feet, adjacent to the open storage area on sides facing out towards adjacent properties, including Church Street, Old Monroe Road and Iowa Avenue.
 5. The outside storage of materials shall not be stored at a height greater than six (6) feet and may not be seen above any buffering or fenced areas.
 6. Final PUD Master Plan and site plan approval are required for open storage or parking uses.
 7. Maximum building height shall be 40'.
 8. The development shall provide a minimum of 25% open space per the Seminole County Land Development Code.

X. PUBLIC FACILITIES

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 to 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 shall be designed in accordance with Seminole County and St. Johns River Water Management District standards.

FIRE PROTECTION:

Fire protection to be provided by Seminole County.

XI. STANDARD COMMITMENTS

1. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinance, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.
2. When the term "Developer" is used herein, the same shall be taken or construed to mean Maronda Systems, Inc. All obligations, liabilities, and responsibilities incurred by or implied by the Developer by this Agreement shall be assumed by any successors in interest of the Planned Unit Development.
3. The conditions upon this development approval and commitments made as to this development approval have been accepted by and agreed to by the Owner of the property.
4. This Developer's Commitment Agreement touches and concerns the aforescribed property, and the conditions, commitments, and provisions of the Developer's Commitment Agreement 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 said property has expressly covenanted and agreed to this provision and all other terms and provisions of the Developer's Commitment Agreement.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

By: _____
Daryl G. McLain, Chairman
Seminole County Board of County Commissioners

Attest:

Maryanne Morse
Clerk to the Seminole County
Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, George Jalovecky, Manager of Maronda Homes of Florida, Inc., on behalf of itself and its heirs, successors, assigns and 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 Developer's Commitment Agreement.

WITNESSES:

OWNER/DEVELOPER:

Maronda Homes, Incorporated

WITNESS
(Sign and Print Name)

By: _____
George Jalovecky
Maronda Homes Inc. of Florida
Property Owner

WITNESS
(Sign and Print Name)

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by George Jalovecky, Manager of Maronda Homes, Inc, who is personally known to me or who produced his Florida Driver's License as identification.

Notary Public
Print Name:
My Commission Expires
Commission No.

MARONDA SYSTEMS, INC. PUD FINAL MASTER PLAN SEMINOLE COUNTY, FLORIDA

PREPARED FOR:
MARONDA HOMES INCORPORATED OF FLORIDA



832 SOUTH MARICOLA AVENUE
ORLANDO, FLORIDA 32801
TEL: (407) 843-5122
ENGINEERING BUSINESS P.L.L.C.

SUBMITTAL

08-09-02 PLANNING AND ZONING
09-16-02 PLANNING AND ZONING
10-10-02 DRC COMMENTS

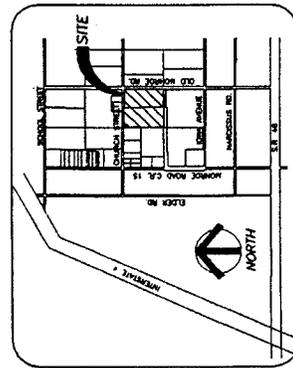
**SURVEYING / ENVIRONMENTAL
PLANNER / ENGINEER**

BOWYER-SINGLETON & ASSOCIATES, INC.
570 S. MARICOLA AVENUE
ORLANDO, FL 32801
(407) 843-5122

CONTACTS:
SURVEYING: WILLIAM D. DONLEY
ENVIRONMENTAL: REBECCA L. TRUDEAU
PLANNER: MICHAEL HOLBROOK, P.L.A.
ENGINEER: SCOTT STEARNS, P.E.

APPLICANT

MARONDA HOMES INCORPORATED OF FLORIDA
411 CENTRAL PARK DRIVE
SANFORD, FL 32771
(407) 302-7800
CONTACT: STEVE ROSSER



LOCATION MAP

LEGEND

SHEET COVER
MP-01
MP-02
MP-03

TITLE COVER
EXISTING CONDITIONS
FINAL MASTER PLAN
LANDSCAPE PLAN



MARONDA SYSTEMS, INC.
 Central Florida Production Facilities
 Seminole County, Florida
 Prepared for:
 Maronda Homes of Florida, Inc.

Revision	Date	Description	By
1	10/14/02	Initial	LAC

North

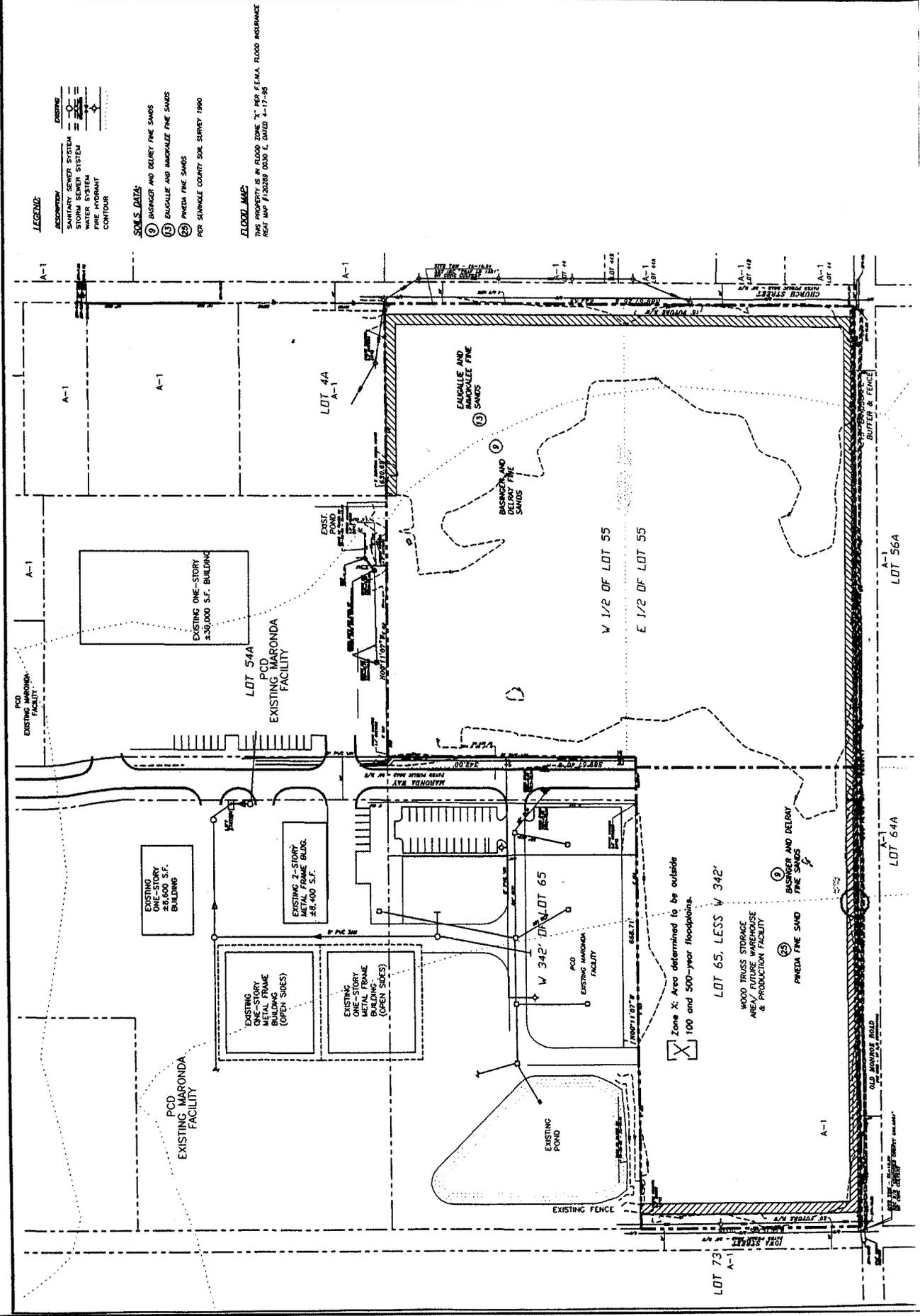
Scale: 1" = 60'-0"

Date: 10/14/02

Drawn: JCL

Checked: JCL

EXISTING CONDITIONS
 MP-01
 Sheet 2 of 4



BOWEN SINGELTON & ASSOCIATES, INCORPORATED
 1200 N. UNIVERSITY AVENUE, SUITE 200
 ORLANDO, FLORIDA 32804
 (407) 253-1234

MARONDA SYSTEMS, INC.
 Central Florida Production Facilities
 Seminole County, Florida
 Prepared for:
 Maronda Homes of Florida, Inc.

Revisions

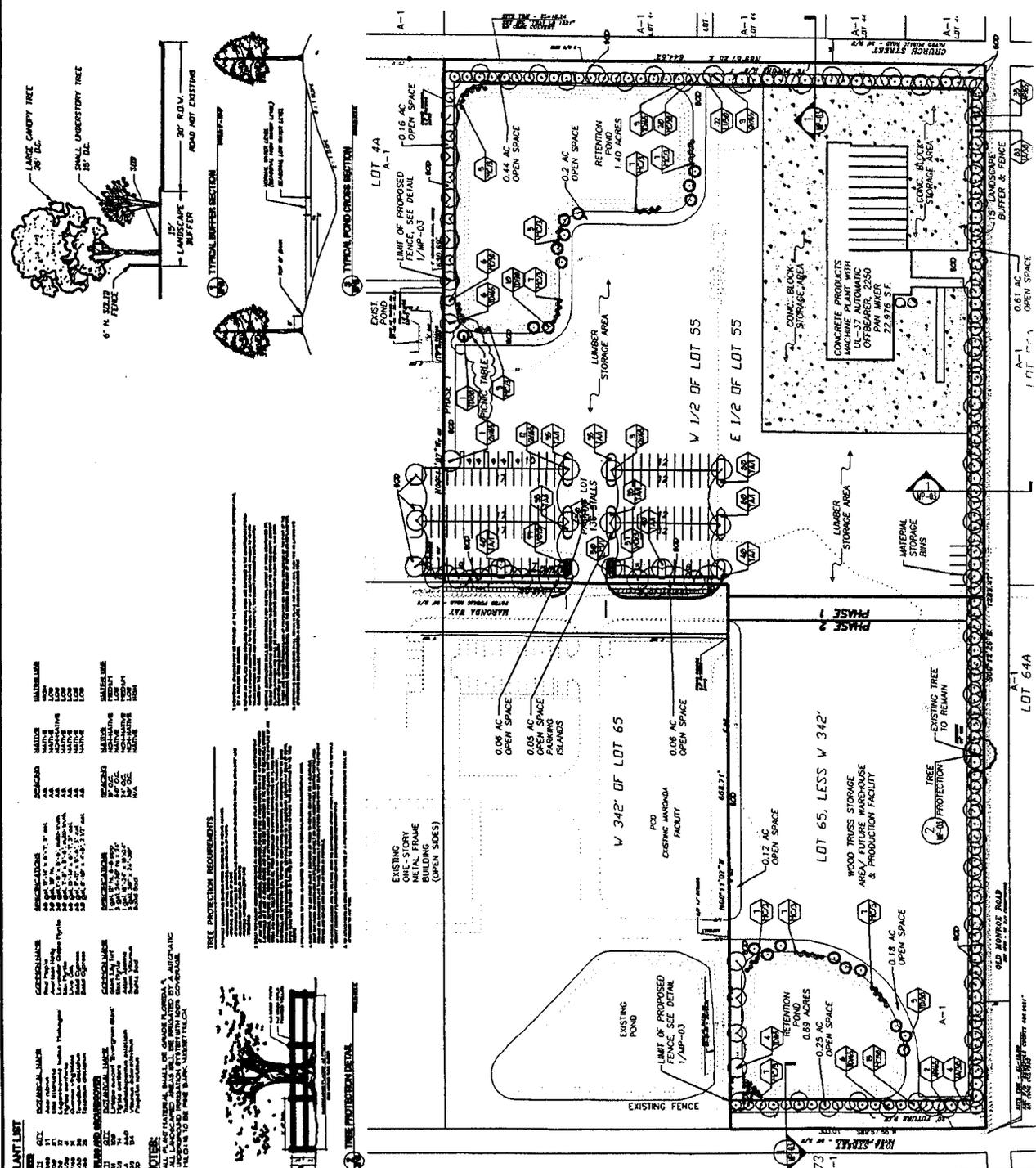
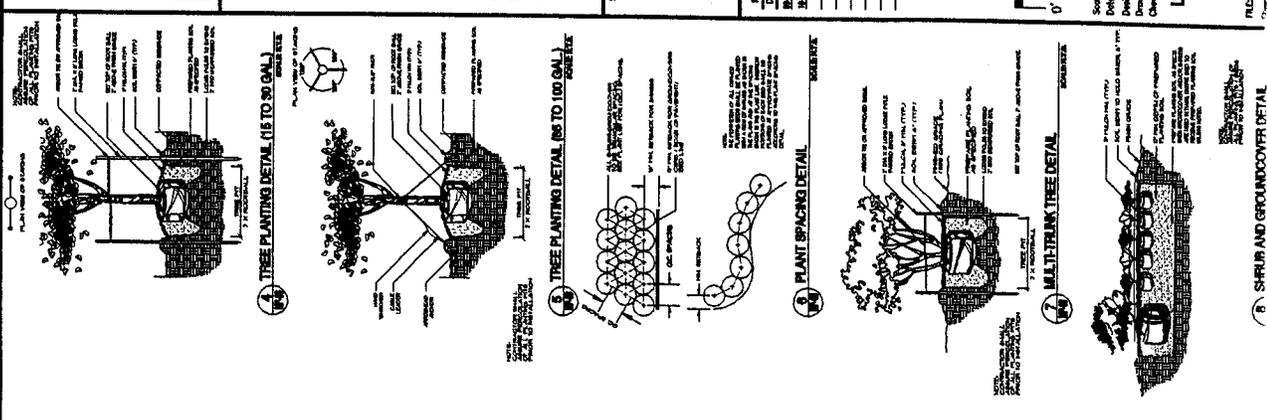
Date	Description	By
08-28-02	Revised	JAK
08-28-02	Revised	JAK

LANDSCAPE PLAN
 MP-03
 P.L.C. 08-18-02-000-000

Scale: 1" = 60'-0"
 Date: 08/28/02
 Project: LAK
 Checked: JAK

North

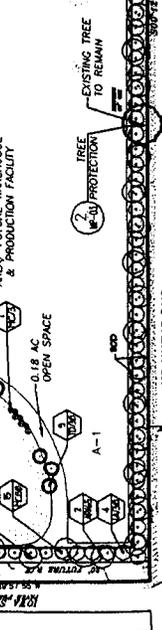
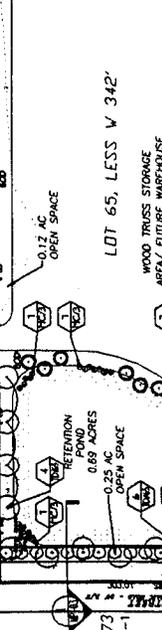
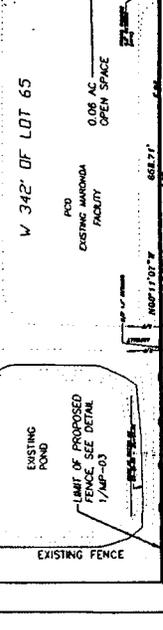
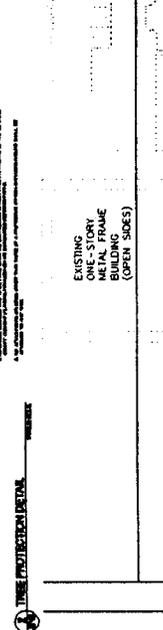
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Approved
Developmet Order
May 28, 2002

FILE # Z2002-007

DEVELOPMENT ORDER # 2-20500004

SEMINOLE COUNTY DEVELOPMENT ORDER

On May 28, 2002, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

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

FINDINGS OF FACT

Property Owner: Maronda Homes Incorporated of Florida
411 Central Park Drive
Sanford, Florida 32771

Project Name: Maronda Systems Incorporated PUD Rezoning

Requested Development Approval: Rezoning from A-1 (Agriculture) and PCD (Planned Commercial Development) zoning classifications to PUD (Planned Unit Development) zoning classification

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.

RETURN TO SANDY McCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 04441 PG 1644
FILE NUM 2002898143
RECORDED 06/21/2002 01:53:18 PM
RECORDING FEES 28.50
RECORDED BY S Coatney

Prepared by: AMANDA SMITH
1101 East First Street
Sanford, Florida 32771

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Cayla Cohen*
DEPUTY CLERK

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

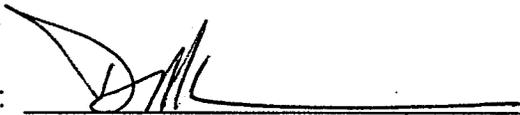
- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval 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 are as follows:
 - a. The project shall connect to central water and sewer services.
 - b. The uses for the property will be similar in nature to zoning categories OP, C-3, M-1A, and M-1, and will include: general business and professional office; warehouse and storage of construction material and building related supplies including outside storage of materials and components; trade shops such as metal, cabinet, plumbing, electrical, etc.; mechanical garages for repair and maintenance of trucks and construction equipment; contractors equipment and storage yards; living quarters for guards, custodians and caretakers when such activities are accessory to the primary use of the premises; assembling of metal, cardboard, plastic and wooden containers; manufacturing and assembly of construction related components including but not limited to: steel studs, wood trusses, cabinets, window/door frames; testing of materials; cabinetry and woodworking shops; lumber yards and saw mills; concrete block plants and redi-mix concrete plants; truck terminals; building and parking areas may be used for open storage as an interim use.
 - c. In association with open storage and parking uses, there shall be a ten (10) foot wide buffer screened from adjacent properties by a solid six (6) foot high fence, a double row of staggered canopy trees shall be provided, with trees to be at one per every 35 linear feet, with a row of subcanopy trees to be at one per every 15 linear feet, adjacent to the open storage area on sides facing out towards adjacent properties, including Church Street, Old Monroe Road and Iowa Avenue.
 - d. The outside storage of materials shall not be stored at a height greater than six (6) feet and may not be seen above any buffering or fenced areas.
 - e. Final PUD Master Plan and site plan approval are required for open storage or parking uses.
 - f. Maximum building and structure height shall be 40 feet.

g. The development shall provide a minimum of 25% open space per the Seminole County Land Development Code.

(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: 
Daryl G. McLain
Chairman
Seminole County Board of County Commissioners

Attest:


Maryanne Morse
Clerk to the Seminole County
Board of County Commissioners
NO 2-2050004 -
2 2102-007

FILE # Z2002-007

DEVELOPMENT ORDER # 2-20500004

EXHIBIT A

LEGAL DESCRIPTION

THE WEST 1/2 OF LOT 55 (LESS THE SOUTHERLY 14.00 FEET). FLORIDA LAND AND COLONIZATION COMPANY LIMITED W. BEARDALL'S MAP OF ST. JOSEPH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 4.773 ACRES MORE OR LESS.

AND

THE EAST 1/2 OF THE LOT 55 (LESS THE SOUTH 14 FEET OF THE WEST 342.00 FEET OF LOT 55) AND LOT 65 (LESS THE WEST 342 FEET), FLORIDA LAND AND COLONIZATION COMPANY LIMITED W. BEARDALL'S MAP OF ST. JOSEPHS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 9.136 ACRES MORE OR LESS