ITEM# 54

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT:	Request for Approval of Final Master Plan and Developer's Commitment
	Agreement for NW 46 PCD - (Ken Wright, applicant)

DEPARTMENT: Planning & Development DIVISION: Planning

AUTHORIZED BY: Don Fisher CONTACT: Jeff Hopper EXT. 7431

Agenda Date 11/26/02 Regular Consent Work Session Briefing Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

- 1. APPROVE the request for approval of Final Master Plan and authorize the Chairman to execute the Developer's Commitment Agreement for NW 46 PCD, located east of Oregon Ave., west of I-4, 1/2 mile north of SR 46 (Ken Wright, applicant); or
- 2. DENY the request for approval of Final Master Plan and Developer's Commitment Agreement for NW 46 PCD, based on findings made at the meeting; or
- 3. CONTINUE the item until a date certain.

(District 5 – Commissioner McLain)

(Jeff Hopper, Senior Planner)

BACKGROUND:

The applicant, Ken Wright, requests approval of the Final PCD Master Plan and Developer's Commitment Agreement for NW 46 PCD, to develop approximately 503,000 square feet of commercial, office and warehouse space on 55.05 acres. The project will accommodate a wide variety of retail and professional office uses. Warehouse use will be allowed as a primary use in only 3 of the 10 proposed buildings, totaling approximately 230,000 square feet or 46 percent of total floor area. In all other buildings, storage would be limited to an auxiliary use serving permitted commercial uses. Prohibited uses include communication towers, adult entertainment and billboards. The Board approved the Preliminary PCD plan on August 14, 2001.

It does not appear that 25 percent of existing trees on the site greater than 6 inches in diameter will be saved, as required by the Land Development Code. Tree preservation

and replacement requirements will need to be addressed with the Final Engineering Plans.

STAFF RECOMMENDATION:

Staff feels the proposed Final PCD Master Plan and Developer's Commitment Agreement are consistent with the Preliminary Master Plan

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:
File No RPDP02

and approved development order, and the <u>Vision 2020</u> Plan. Therefore, staff is recommending approval of the attached Final Master Plan and Developer's Commitment Agreement.

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NW 46 PCD DEVELOPER'S COMMITMENT AGREEMENT

On November 26, 2002, the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

I. **LEGAL DESCRIPTION**

See attached Exhibit "A" (the "Property").

(The aforementioned legal description has been provided to Seminole County by the Owner of the Property.)

II. PROPERTY OWNER

The current property owner is NW 46, Ltd., a Florida limited partnership ("Owner").

III. STATEMENT OF BASIC FACTS

A. Total Acreage: 55.050 acres

B. Zoning: Planned Commercial Development

C. Total Floor Area: 503,050 square feet

D. The Final PCD Master Plan, a reduced copy of which is attached hereto as Exhibit "B" has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement and is incorporated herein.

IV. LAND USE BREAKDOWN

<u>Use</u>	Approximate Square Footage of Building Area	Gross Area of Space	% of Site
Stormwater Management Area (SMA-1)	N/A	12.16 acres	22.09%
Common Areas (Circulation, Road, Canal)	N/A	5.14 acres	9.34%
Building A	81,600 square feet	6.94 acres	12.61%

Building B	30,800 square feet	3.68 acres	6.68%
Building C	46,200 square feet	3.64 acres	6.61%
Building D	38,400 square feet	3.10 acres	5.63%
Building E	50,400 square feet	2.96 acres	5.38%
Building F	72,000 square feet	5.00 acres	9.08%
Building G	71,650 square feet	4.22 acres	7.67%
Building H	22,400 square feet	2.39 acres	4.34%
Building I	44,800 square feet	2.84 acres	5.16%
Building J	44,800 square feet	2.98 acres	5.41%
Total	503,050 square feet	55.05 acres	100%

V. OPEN SPACE CALCULATIONS

Open Space shall be provided at an overall rate of 30%, or a minimum of 16.5 acres throughout the entire PCD. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space in the PCD.

Maintenance of the Open Space shall be funded by the Owner.

Total Land Area:

55.050 acres

Open Space Required:

 $30\% = 55.05 \times 0.30 = 16.5 \text{ acres}$

Open Space Provided:

 $16.5 \text{ acres} \div 55.05 \text{ acres} = 30\%$

Minimum 25' Landscape Buffer along Oregon Avenue

Minimum Exterior Landscape Buffer = 10'

Total Open Space

16.5 acres (30% of 55.05 acres)

VI. <u>BUILDING SETBACKS</u>

A Minimum Building Setbacks:

Minimum 25' Exterior PCD Building Setbacks

B. Maximum Building Height

35'

An additional 10% increase in height may be approved by the Planning Manager upon the Owner's submission of acceptable architectural renderings to the County of each building with a proposed additional height.

VII. PERMITTED AND PROHIBITED USES

A. Permitted Uses

Permitted uses shall include those land uses permitted in all commercial zoning classifications, and all commercial uses and commercial services allowed in the commercial land use designation as set forth in the Plan. The uses within the PCD shall focus on the following uses:

- office, business and professional uses
- business office
- retail sales occurring at commercial establishments, commercial centers and shopping centers
- clinics
- drug and sundry stores
- florist and gift shops
- interior decorating and draperies
- retail paint and wallpaper stores
- retail sporting stores

banks

furniture stores

hardware stores

pet stores

radio and television sales and service

veterinary clinics

furniture warehouse with retail sales

warehouses (as primary use in buildings A, F & G only and ancillary use elsewhere)

office showroom

customary accessory buildings and uses

B. Prohibited Uses

The following uses shall be prohibited: off-site signs (billboards) other than as existing; communication towers; adult entertainment establishments; outdoor storage of parts and supplies; contractor storage yards; alcoholic beverage sales; drive-in restaurants; flea markets; mechanical garages; paint and body shops; service stations; lumberyards; public utilities; hospitals; and nursing homes.

VIII. LANDSCAPE & BUFFER CRITERIA

- A. The Owner shall preserve as many trees as practicable in the western 25' landscape buffer along Oregon Avenue.
- B. The existing detention pond shall feature landscaping and amenities to allow for passive recreation for tenants. The amenities shall include, at a minimum, park benches, picnic tables, an unpaved pedestrian trail, and a fountain.
- C. Landscape material style and size shall conform to Seminole County Land Development Code specifications.

IX. DEVELOPMENT COMMITMENTS

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

- A. The development of the Property shall comply with the Final Master Plan attached hereto as <u>Exhibit "B"</u>, except that minor extensions, alterations or modifications of the Plan shall be permitted upon approval by the Planning Manager pursuant to the Land Development Code.
- B. The Owner may install only cut-off lighting fixtures which shall be limited to a maximum height of twenty (20) feet. Lighting shall not exceed 0.5 foot-candles at the Oregon Avenue property line, and at the north property line adjacent to Building "J".
- C. No searchlights shall be used on the site.
- D. The Owner shall construct sidewalks within the project to facilitate pedestrian movements. The internal sidewalk system shall be connected to the sidewalk along Oregon Avenue.
- E. Any building utilizing overhead doors shall be limited to office/warehouse uses with office uses limited to a maximum of 10% of total floor area.
- F. There shall be no outside amplification of sound on the Property.
- G Outstanding issues, including but not limited to, fire zones, landscaping, tree removal, parking and loading zones, and all other issues required by the Land Development Code to be addressed, shall be reviewed by County staff to ensure Code compliance at the time permit applications are reviewed unless addressed in the Final Master Plan document.

H. In the event the actual mix of land uses and project square footage constructed on the Property exceeds the applicable DRI thresholds for multi-use developments, as set forth in F.S. 380.0651, as amended, the Applicant shall, prior to exceeding such threshold, either (i) obtain a binding letter from the Florida Department of Community Affairs determining that the project is not required to undergo DRI review; or (ii) comply with the DRI permitting requirements of F.S. 380.06. Furthermore, material changes in the projected land use mix may require reconsideration of concurrency vesting.

X. PUBLIC FACILITIES

The Owner has received its Notice of Concurrency Review Test Results, Application Number 21-0122-010-0000, dated October 17, 2001, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to concurrency public facilities are the following:

WATER:

Water service shall be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards. Upon receiving notice by the County of reuse water being available for irrigation, the Owner shall connect to such service, along with paying any applicable connection fees.

SANITARY SEWER:

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

STORM DRAINAGE:

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

FIRE PROTECTION:

Fire protection shall be provided by Seminole County. Fire hydrant shall be located according to Seminole County regulations.

XI. STANDARD COMMITMENTS

A. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.

- B. 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 Property.
- C. All obligations, liabilities, and responsibilities incurred by or implied by the Owner by this Agreement shall be assumed by any successors-in-interest of any portion of the Property.
- D. This developer's commitment agreement touches and concerns the 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 the property has expressly covenanted and agreed to this provision and all other terms and provisions of the developer's commitment agreement.
- E. In the event any portion of this developer's commitment agreement shall be found to be invalid or illegal, then the remainder of this developer's commitment agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby, and, to that end, this developer's commitment agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest.

XII. INTERPRETATION; RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPER'S COMMITMENT AGREEMENT

In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan attached hereto, the terms and conditions of this Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of this Agreement, the Final Master Plan and Development Order Number 1-20000021, dated August 14, 2001, and recorded in Official Records Book _____, Page _____, Public Records of Seminole County, Florida, the terms of the Development Order shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST: BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

Marshan Marsha

MaryAnne Morse

Clerk to the Board of County

Daryl G. McLain
Chairman

Commissioners, Seminole Chairm

County, Florida

As authorized for execution by the Board of County Commissioners at their November 26, 2002, regular meeting.

OWNER'S CONSENT AND COVENANT

COMES NOW, the Owner, NW 46, Ltd., a Florida limited partnership, 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.

ATTEST:	NW 46, LTD., a Florida limited partnership
	By:
Name:	J. Steven Schrimsher, President of
Its:	SCRIMSHER INVESTMENTS
	CORPORATION,
	a Florida corporation,
	a general partner of NW 46, Ltd.
STATE OF FLORIDA)	
COUNTY OF	
	was acknowledged before me this day of teven Schrimsher, as President of NW 46 LTD, and who is
personally known to me or who has not) take an oath.	s produced as identification and who (did/did
	NOTARY PUBLIC
	Transit on Deints I Name of Name
	Typed or Printed Name of Notary
	My commission expires: Serial No.:
	Senai No.:

OWNER'S CONSENT AND COVENANT

COMES NOW, the Owners, Jerome L. and Lona S. Youderian, on behalf of themselves and their heirs, successors, assigns and transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Developer's Commitment Agreement.

		By: J. Steven Schrimsher, as Attorney-In-Fact for Jerome L. Youderian and Lona S. Youderian
		his wife, pursuant to the Power of Attorney recorded December 30, 1996 in Official Records Book 3178, Page 200 of the Public Records of Seminole County, Florida
STATE OF FLORIDA)	
COUNTY OF)	
, 20	002 by J. Steven s ad who is person	ras acknowledged before me this day of Schrimsher, as Attorney-In-Fact for Jerome L. Youderian and nally known to me or who has produced as the an oath.
		NOTARY PUBLIC
		Typed or Printed Name of Notary
		My commission expires: Serial No.:

OWNER'S CONSENT AND COVENANT

COMES NOW, the Owner, JLY Group, Ltd., a Florida limited partnership, 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.

ATTEST:	JLY Group LTD., a Florida limited partnership	
Name: Its:	Sy: Steven Schrimsher, as Attorney-In-Fact for JLY Group Limited, a Florida limited partnership, pursuant to the Power of Attorney recorded December 30, 1996 in Official Records Book 3178, Page 204 of the Public Records of Seminole County, Florida	
STATE OF FLORIDA) COUNTY OF)		
, 2002 by J. Steven Se	acknowledged before me this day or chrimsher, Attorney-In Fact for JLY Group LTD, and who is ced as identification and who (did/did not)	
	NOTARY PUBLIC	
	Typed or Printed Name of Notary My commission expires: Serial No.:	

EXHIBIT "A" Legal Description of Property

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N 89°38'35" E along the South line of said East 1/2 for a distance of 25.00 feet to the East Right-of-Way line of Oregon Avenue; thence run N 00°12'27" W along said East Right-of-Way line for a distance of 690.63 feet to the POINT OF BEGINNING; thence continue N 00°12'27" W along said East Rightof-Way line for a distance of 1308.78 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N 89°20'41" E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N 00°39'19" W along said Easterly line for a distance of 100.00 feet to the South line of Borrow Pit No. 2 (retention pond); thence run N 89°20'41" E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N 32°35'43" E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N 89°16'23" E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Rightof-way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S 32°47'00" W; thence run Southwesterly along said Westerly Right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N 37°21'01" W along said Northeasterly line and said Westerly Right-of-Way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S 24°30'21" W; thence run Southwesterly along said Westerly Right-of-Way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet; thence run S 24°00'12" W along said Westerly Right-of-Way line for a distance of 1355.40 feet; thence run S 89°38'22" W for a distance of 243.58 feet; thence run N 00°21'38" W for a distance of 157.35 feet; thence run N 90°00'00" W for a distance of 816.93 feet to the POINT OF BEGINNING.

Containing 55.050 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT "B" Reduced Copy of Final Master Plan

FINAL MASTER PLANS NW 46 PCD ST. JOHNS BUSINESS CENTER

SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION



SEC 20, T 19 S, R 30 E

UTILITY COMPANIES

SEMINOLE COUNTY PUBLIC WORKS SEMINOLE COUNTY FORDER HOWE SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT 500 W. LAKE MARY BOULEVARD SANFORD, FLORIDA 32773-7499 PHONE: (407) 665-2019

BELLSOUTH TELECOMMUNICATIONS

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TIME-WARNER CABLE
CONTACT: MS. TRACEY DOMOSTOY
844 MACURER ROAD
OCCOEE, FLORIDA 34761
PHONE: (407) 532-8511
FAX: (407) 656-1162

FLORIDA GAS TRANSMISSION SYSTEMS

CONTACT: KENNETH GASAWAY 7990 STEER LAKE ROAD ORLANDO, FLORIDA 32835 PHONE: (407) 838-7365 FAX: (407) 578-2308

FLORIDA POWER & LIGHT CO. CONTACT: SHERI MeCORKELL 2626 W. S.R. 46 SANFORD, FLORIDA 32703 PHONE: (407) 328-1909 FAX: (407) 328-1910

CONSULTANTS

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FAX: (407) 648-9230

LEGAL
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CONTACT: KENNETH M. WRICHT
JOO S. ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA 32801–3373
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FAX: (407) 425–8316

DEVELOPER
TRIAD INVESTORS, INC.
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300 S. ORANGE AVENUE, SUITE 1000
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FAX: (407) 481-0534

ENVIRONMENTAL MODICA & ASSOCIATES, INC. CONTACT: RODONEY HUDSON 310 ALMOND STREET CLERMONT, FLORIDA 34711 PHONE: (352) 394–2000 FAX: (352) 394–1159

IRANSPORTATION
TRAFFIC PLANNING & DESIGN, INC.
CONTACT: TURGUT DERWISH, P.E.
535 VERSALLES DRIVE, SUITE 200
MAITLAND, FLORIDA 32751
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FAX: (407) 628-8850

LANDSCAPE

DALE & COMPANY
CONTACT: RON DALE
6510N. MILLS AVENUE
ORLANDO, FLORIDA 32803
PHONE: (407) 894-8986

ARCHITECTURE

ARK-GRIBLE-LUME.
HORTON, HARLEY & CARTER, INC.
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715 SOUTH HOWARD AVENUE, SUITE 200
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PHONE: (813) 259–5775
FAX: (813) 259–1010

GEOTECHNICAL

GEDIECHNICAL
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3532 MAGGIE BOULEVARD
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PHONE: (407) 423–0504
FAX: (407) 423–3106

JULY 9, 2002 REVISED: OCTOBER 25, 2002



DEVELOPMEN PRELIMINAR

TOTAL SITE

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FIELD

