

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO 2170 JAMES DRIVE LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE R-1 (SINGLE FAMILY DWELLING) ZONING CLASSIFICATION TO THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Historic Oviedo Colored School Museum Small Scale Future Land Use Map Amendment and PD Rezone, dated April 8, 2025.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from R-1 (Single Family Residential) to PD (Planned Development) pursuant to the provisions contained in Development Order #23-20500026, attached to this Ordinance as Exhibit "A" and incorporated in this Ordinance by reference:

LEGAL DESCRIPTION
Lot 5 facing James Drive
Jamestown Plat Book 9 Page 71

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon the latter of: (i) the recording date of the Development Order #23-20500026 in the Official Land Records of Seminole County; (ii) filing this Ordinance with the Department of State; or (iii) the companion Future Land Use Amendment Ordinance No. 2025-__ being deemed final in accordance with Florida Statutes Chapter 163, Part II.

ENACTED this 8th day of April 2025.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, CHAIRMAN

**EXHIBIT "A"
DEVELOPMENT ORDER**

FILE NO.: PZ2023-27

DEVELOPMENT ORDER #

23-20500026

**SEMINOLE COUNTY
DEVELOPMENT ORDER**

On April 8, 2025, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal Description
Lot 5 facing James Drive
Jamestown Plat Book 9 Page 71

Property Owner: St James A.M.E Church

Project Name: Historic Oviedo Colored Schools Museum Small Scale Future Land Use Map Amendment and PD Rezone.

Requested Development Approval: Consider a Small Scale Future Land Use Map Amendment from Medium Density Residential to Planned Development, and a Rezone from R-1 (Single Family Residential) to PD (Planned Development) on approximately 0.12 acres, located at the intersection of W SR 426 and James Drive, Oviedo.

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 development conditions and commitments stated below will run with, follow and perpetually burden the above-described property.

Prepared by: Joy Giles, Principal Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The subject application for development approval is **GRANTED**.
- (2) All development must 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, are as follows:
 - A. Development must comply with the Master Development Plan attached hereto as "Exhibit A".
 - B. Permitted Uses: To be utilized as a museum to chronicle the history of colored schools in the Oviedo area.
 - C. Hours of operation shall be Monday – Saturday between 9:00 a.m. and 3:00 p.m., by appointment only.
 - D. One parking space shall be provided onsite in compliance with the Americans with Disabilities Act (ADA) parking regulations. Six (6) additional parking spaces shall be provided offsite by St Lukes Evangelical Lutheran Church located at 2021 W SR 426, also known as Parcel I.D# 20-20-31-300-0100-0000, via the parking agreement attached as "Exhibit B". Patrons are required to schedule an appointment for the museum tour and shall have transportation for drop off and pick up at the museum. The transportation provider is required to park at the St Lukes Evangelical Lutheran Church in the designated parking area until the appointed pick up time.
 - E. Parking within the James Drive right-of-way is strictly prohibited. Parking onsite outside of the designated parking space is prohibited.
 - F. If at any point in time the parking agreement is terminated, the museum operations shall cease until another parking agreement is provided; said agreement must be submitted to Seminole County for review and approval. The parking agreement shall be within close proximity, located no further than 1.25 miles from the museum site.
 - G. Maximum building square footage: 1,100 square feet.
 - H. Maximum allowable building height: Thirty-five (35) feet.
 - I. The development must provide a minimum of twenty-five (25) percent common usable open space.
 - J. The building setbacks are as follows:
 - Existing Building Setbacks
 - North: Twenty-five (25) feet
 - South (James Drive): One (1) foot

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East: Ten (10) feet
 West (SR 426): Thirty- eight (38) feet
Proposed Wood Deck setbacks:
 North: Fifteen (15) feet
 South: Ten (10) feet
 West: Seventeen (17) feet

K. The buffers are as follows:

North: Ten (10) foot wide landscape buffer with a 0.4 opacity.
South: Ten (10) foot wide landscape buffer along the western thirty-eight (38) feet of the perimeter, with a 0.4 opacity.
East: Ten (10) foot wide landscape buffer with a 0.2 opacity.
West: Fifteen (15) foot wide landscape buffer with a 0.4 opacity.

Buffer components will be established at Final Development Plan.

- L. Pedestrian access from the onsite parking space to the existing sidewalk along W SR 426 shall be provided; said access shall comply with Americans with Disabilities Act (ADA) regulations.
- M. All project signage must comply with the Land Development Code of Seminole County.
- N. In the case of a conflict between the written conditions A through (M) in this Development Order and the Master Development Plan attached as Exhibit (A), the terms of the written conditions A through (M) will apply.

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

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

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal

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agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon recording with the Seminole County Clerk of the Court. However, in no case will this Order be effective prior to the effective date of the associated comprehensive plan amendment enacted in association with the Historic Oviedo Colored Schools Museum Small Scale Future Land Use Map Amendment and PD Rezone (as referenced in Exhibit A), on April 8, 2025.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Jay Zembower, Chairman

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Exhibit B

Parking Agreement

Use of Property Agreement

This agreement, made this 22nd day of November, 2024 by and between:

St. Luke's Evangelical Lutheran Church, Inc. of Slavia, Florida, (hereinafter referred to as the "Party") and Historic Oviedo Colored School's Museum, Incorporated, (hereinafter referred to as "Museum") a non-profit organization.

Whereas, Museum is a 501(c)3 foundation formed to renovate the St. James A. ME Church/Gabriella Colored School; and

Whereas, part of the rezoning process requires that Museum have parking agreements with local property owners to facilitate operation of the Museum;

Whereas, Party is the owner of the property located at 2021 WSR 426, Oviedo, Florida, Parcel ID Number 20-21-31-300-0100-0000 (hereinafter referred to as the "Property"); and

Whereas, Museum desires to use the Property to park vehicles for visitors to the Museum.

Now, therefore, in consideration of the foregoing recitations and the mutual covenants and promises hereinafter contained, the parties hereby agree as follows:

1. Museum shall be authorized to utilize six (6) parking spaces at the Property for their school tours and visitors to the Museum with the spaces to be designated by the parties to this Agreement between the hours of 9:00 a.m. and 3:00 p.m. Monday through Saturday. Museum is not to access or utilize any other

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areas of the Property.

2. Museum shall be responsible for any damage to the Property caused by its use.

3. Party shall not be responsible for any damage to any vehicle including the contents thereof brought onto the Property by Museum.

4. Museum agrees to defend, indemnify, and hold harmless Party and all owners/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, in connection with the use of the Property.

5. The term of this agreement shall commence on November 22, 2024 and terminate as provided for herein. Either party may terminate this agreement at any time for any reason or no reason, with or without cause, upon giving notice to the other party specifying a termination date no sooner than sixty (60) days after such notice is delivered.

6. The terms and conditions set forth represent the entirety of the agreement between the parties.

In Witness Whereof each party has signed and seals this Agreement the date first hereinbefore set forth.

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ATTEST:

JUDITH D. SMITH, PRES.
HISTORIC OVIDO, COLORED
SCHOOLS MUSEUM, INC

By: 

ATTEST:



By: Rod Jackson
Superintendent
St. Luke's Lutheran Church + School