

Residents Agreement

Amendment Requests for the Developers Agreement
for 10162 Lake Underhill Road

A total of 344 petitions were collected between May 15 and May 20, 2015. The residents of Dean and Lake Underhill road do **NOT** agree with the current version of the Developers Agreement for 10162 Lake Underhill Road (also known as The Seybold Property or Twin Acres).

We strongly believe that the risk of contamination to the air and water of our community is too great and are upset that this development will create further traffic congestion to the immediate area. The current version of the Developers Agreement does not address these concerns in detail.

At the Planning and Zoning Commission Meeting on May 21, the commissioners mentioned that it seems the public does not trust the EPA/DEP but did not ask why:

- Nikki Seybold, the current Owner of this property, is engaged to Commissioner Ted Edwards. This close relationship seems to go further as many personal conversations with officials voting on this issue were had with Ms. Seybold in the common areas of the County Offices.
- At the first Community Meeting in November 2014, Mr. John Geiger of the DEP advised attending residents that there was nothing buried on the property. It was not until the following month that Mr. Geiger advised that there was in fact unregulated dumping on this property between 1964 and 1980.
- In both Community Meetings, November 2014 and May 2015, the public identified residents who knew of the locations of other buried waste onsite and no one from the DEP or the EPA investigated further.
- Mr. David Twedell of ep3 created the Excavation and Disposal plan. He was also responsible for the 2003 report that indicated contamination on the property. No cleanup was done between 2003 and now, yet the current report is absent of any contamination. No one has been able to explain this. Either the current report or the past report must be inaccurate.
- Mr. Cloyd, the former owner of the property, had no incentive to provide accurate information about what was buried on this property since this portion was unauthorized. In fact, Mr. Cloyd did not know about all of the buried waste on the property; residents have stated how it was common practice to stop by at night, dig a hole, and bury what they had.
- Arnaldo Mercado of the DEP advised that the soil on this property was tested thoroughly; yet about 25% of the property was not tested at all. Using a hand auger to dig down a few inches would not provide all of the information to know what is buried.

Above all else, the residents in the neighborhoods surrounding this property would like to have this property cleaned up properly and developed responsibly. In order to do this, we believe that a stronger Developers Agreement must be drafted and approved with the following provisions:

Amendment 1:

The residents of the surrounding communities of Fieldstream West, Fieldstream Estates, Fieldstream North, Creekside, Dean Woods, and Dean Creek Lane will be allowed access to the property of 10162 Lake Underhill Road in order to conduct a private study of the property. This study will include sampling of both soil and water conditions to be conducted by a certified professional of the community's choosing.

The community will fund this study and report all findings to the County Commissioners and the Property Owner prior to the Excavation and Disposal plan taking effect.

This private study was proposed twice in our Community Meeting in May 2015. We feel this is essential in order to establish trust in the current findings so that we can feel safe with the process of cleanup. If the current report is accurate, there should be no reason to deny the public from conducting this private study.

Amendment 2:

Remove the Brownfield clause from the Developers Agreement.

If the property is "clean enough" according to Ms. Seybold, then there should not be any reason that the Brownfield status is necessary. The community believes that using this status on the property will affect our home values negatively and again, if it is not necessary, why attach this negative status to the property?

Amendment 3:

Additional insurance or funding source should be clearly labeled within the Developers Agreement in the event of bankruptcy or if a decision is made to no longer continue the cleanup process.

Should this property be upturned only to find all of the sources the public has mentioned including barrels of unknown chemicals, cars, and construction debris, it could become costly and the developer may decide to no longer continue the process or the cost may bankrupt the developer. We need something to guarantee that once this property is opened up, the cleanup is completed through to the end. When the Recession happened in 2008, the reality was that many development projects halted mid-development. We cannot afford to allow this to happen.

Amendment 4:

There needs to be a transparent and readily accessible line of credit or pre-funded source for residents who may have impacts from this property.

During the cleanup process there are multitudes of buried waste types that can directly impact the local water supply and also may become airborne. What happens when these contaminates impact our health or property? As some of the effects may take many years to surface, we ask that a time-limit not be placed on this.

Amendment 5:

No extension for Reserved Traffic Capacity rights should be extended for any period of time.

The developer has been aware of the condition of the property for years. It was brought up in prior development proposals and previous studies that indicated the contamination were paid for by the Owner, Nikki Seybold and her former husband, Louis Seybold.

Since this was known by the Owner at the time she paid her Reserved Traffic Capacity and she has not shown any interest in cleaning up the property in the years since paying, why should any extension be granted? This is unfair to the citizens of Orange County.

Amendment 6:

Prior to cleanup or development, Lake Underhill Road between Dean and Rouse Roads, must be widened.

A plan to improve this stretch of traffic has been studied in excess of 15 years. Before development is begun, the proper infrastructure must be in place to support the residents. Prior to the full development of the Lake Nona and Horizon West areas, infrastructure improvements were made. Why should this area be any different?

During the cleanup and construction, the current road will be insufficient to accommodate large construction vehicles. This is necessary for the developer as well as the residents.

Amendment 7:

All traffic relating to the Seybold property must be through Lake Underhill Road. This includes both during and post construction. A wall should be constructed to contain the development and prevent traffic from going through any other access points.

Although we have been told that access will only be through Lake Underhill Road, this has not been placed into writing. This needs to be concrete. The wall surrounding the Seybold property will act as a traffic deterrent through the surrounding neighborhoods and also act as a buffer zone.

Amendment 8:

City Water lines will be connected to each house within the Dean Creek Lane neighborhood including: Dean Creek Ln, Gerard Ave, Frankel St, Nona St, Fields St, and Elmer St. This should not be at the cost of the homeowners but at a shared cost between the county and the developer prior to the excavation and disposal plan being initiated.

If this cannot be done, then a plan must be in place to have the homeowners' wells monitored monthly, at the developer's expense, for a period of at least 10 years. If any contaminates exceed state drinking water guidelines, then the developer will be wholly responsible to deliver City Water lines to each of the impacted residents and provide the appropriate drinking water supply before the City Water lines can be connected.

We believe that this should be a part of the Developers Agreement as a preventive measure. The homeowners don't want to be subject to an experiment to find out what happens to their well water when the pockets of waste impact the water table. Since this measure is due to the actions of the developer, the cost should not be the burden of homeowners.

Amendment 9:

Monitoring wells should be located on the Seybold Property, especially along the south side where the water flows. These wells should be at depths greater than 5 feet in order to measure the drinking water supply. The wells should be constructed prior to Excavation and Disposal and monitored monthly during the Excavation and Disposal and for a period of up to 10 years after the completion of construction.

This would be a safeguard for residents and the developer. The residents will be able to see that the drinking water supply has not been damaged. The developer would also be able to show that they have not contaminated the water supply.

Amendment 10:

The residences to be developed on this property shall only be single family detached residences. There will not be any townhomes or duplexes located on this property.

None of the neighborhoods surrounding this property have townhomes or duplexes. The neighborhoods of Fieldstream West, Fieldstream Estates, Fieldstream North, Creekside, Dean Woods, and Dean Creek Lane are all single family detached residences. Developing any multi residence connected homes would be incompatible with the surrounding community.

With each of these amendments, we believe that the residents of the Dean and Lake Underhill area can feel safe and welcome responsible development. Responsible development will enhance our community with lowered risk to our health and safety, improved traffic conditions, and increasing home values.