

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

**SUBJECT:** Request for approval of the Final Master Plan / Developer's Commitment Agreement for International Parkway Village PUD (Nick Everly, applicant.)

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

**AUTHORIZED BY:** Dan Matthys **CONTACT:** Jeff Hopper **EXT** 7431

Agenda Date 10/11/05 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

1. APPROVE the Final Master Plan and Developer's Commitment Agreement for International Parkway Village PUD and authorize the Chairman to execute same, located on the southeast corner of International Parkway and Wayside Drive, based on staff findings (Nick Everly / CPH Engineers, applicant); or
2. DENY the Final Master Plan and Developer's Commitment Agreement for International Parkway Village PUD, located on the southeast corner of International Parkway and Wayside Drive (Nick Everly / CPH Engineers, applicant); or
3. CONTINUE the request to a time and date certain.

District 5 – Comm. Carey

Jeff Hopper, Senior Planner

**BACKGROUND:**

The applicant is proposing to construct two office buildings, 5,970 and 9,965 s.f. respectively, on a 1.68-acre site. The subject property received approval by the BCC for PUD zoning and Preliminary Master Plan approval on Nov. 9, 2004. Access into the site is from International Parkway, and the site plan provides for cross-access to future development on adjoining property to the south. A total of 72 parking spaces will be provided on the site, while the Land Development Code requires 64. Per the Development Order, the applicant is providing buffers adjacent to residential properties to the east and south, to consist of a 6-foot PVC fence and 4 canopy trees per 100 feet. Building elevations are included for the Board's review.

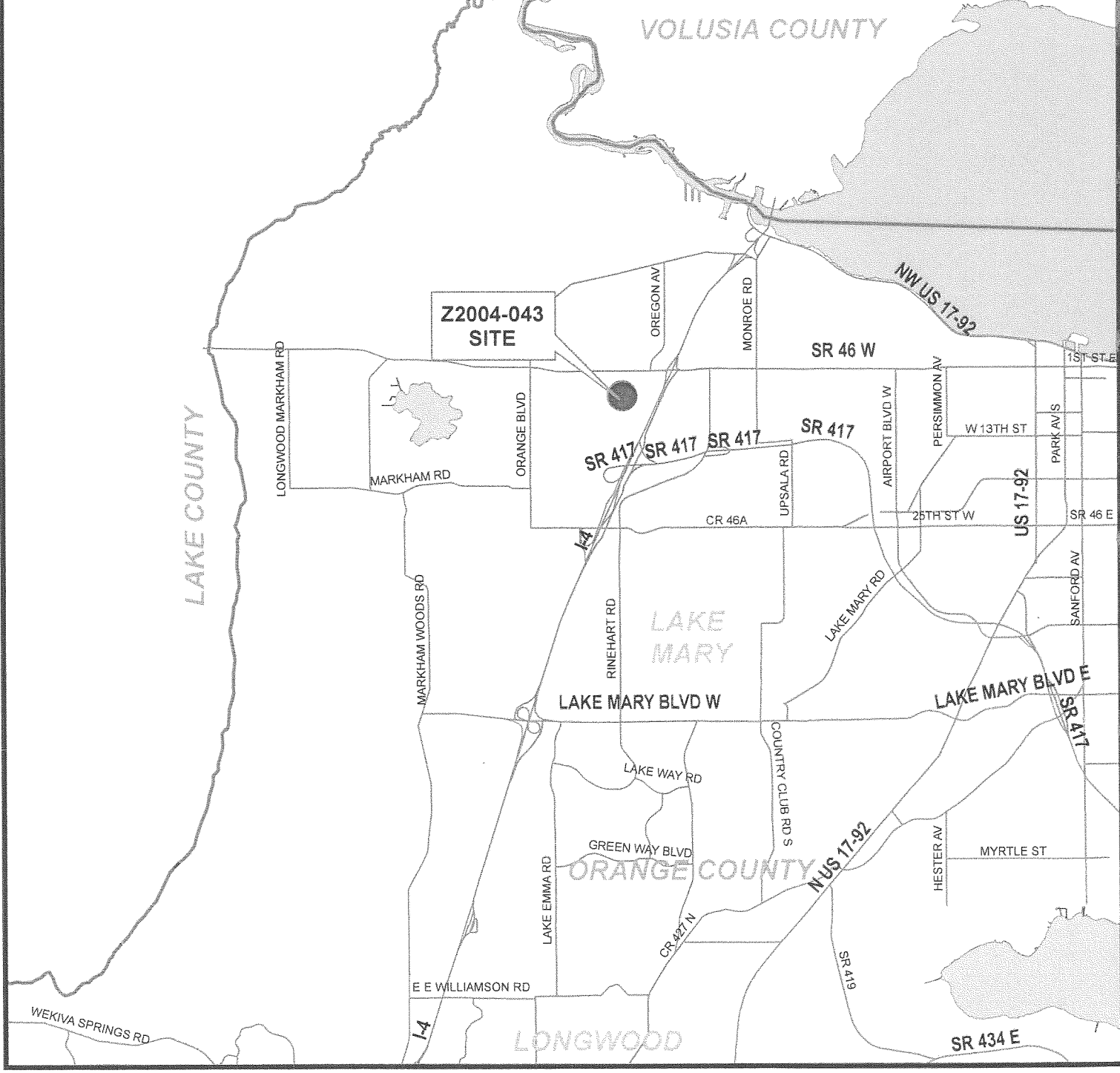
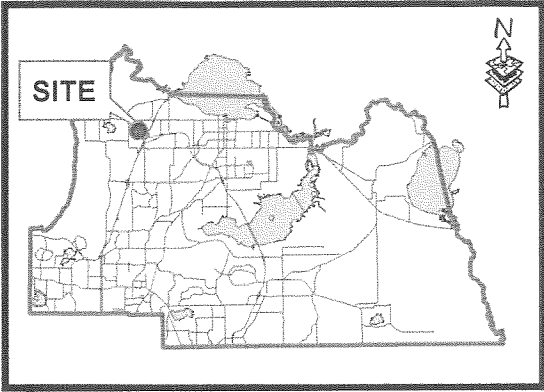
**STAFF RECOMMENDATION:**

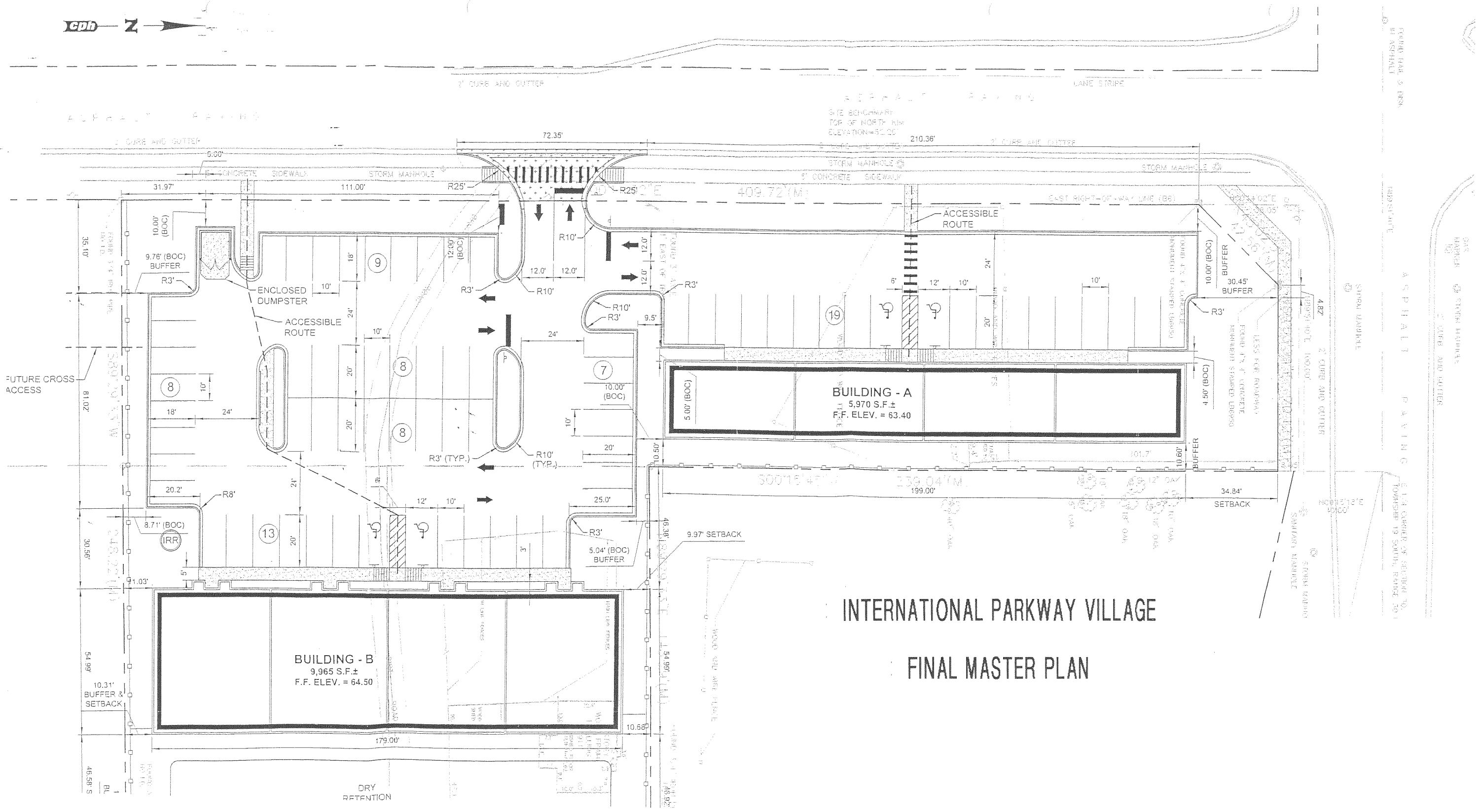
Staff finds that the proposed Final Master Plan and Developer's Commitment Agreement are consistent with the Preliminary Master Plan, the approved Development Order, and the Vision 2020 Plan. Therefore, staff recommends APPROVAL of the request.

Reviewed by:	<u>KR</u>
Co Atty:	<u>                    </u>
DFS:	<u>                    </u>
OTHER:	<u>                    </u>
DCM:	<u>                    </u>
CM:	<u>                    </u>
File No.	<u>rpdp04</u>

## ATTACHMENTS

Developer's Commitment Agreement  
Final Master Plan  
Development Order





INTERNATIONAL PARKWAY VILLAGE  
FINAL MASTER PLAN

COORD. HALL & DICK  
 CIVIL ENGINEERS  
 1111 EAST 10TH AVENUE  
 DENVER, CO 80218  
 303.733.8800  
 WWW.CHDENVER.COM

CITY OF DENVER  
 DEPARTMENT OF UTILITIES  
 100 WEST 14TH AVENUE  
 DENVER, CO 80202  
 303.861.3300  
 WWW.DENVER.CO.GOV

DATE: 11/15/2023  
 TIME: 10:15 AM  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN

**INTERNATIONAL PARKWAY VILLAGE  
PLANNED UNIT DEVELOPMENT  
DEVELOPER'S COMMITMENT AGREEMENT**

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On October 11, 2005, 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**

The legal description is attached hereto as Exhibit "A" (the "Property").

**II. PROPERTY OWNER**

The current property owner is: Nations Investment Group, Inc.  
PO Box 952851  
Lake Mary, FL 32795  
(407) 330-3000

**III. STATEMENT OF BASIC FACTS**

a. Total Acreage: 1.68 acres  
b. Zoning: Planned Unit Development  
c. Building Area: 15,935 square feet

**V. LAND USE BREAKDOWN**

Building Use	15,935 square feet
Parking and Driveways	46,324 square feet
Open Space	26,857 square feet
Total	73,181 square feet

**VI. OPEN SPACE CALCULATIONS**

Total Land Area:	1.68 acres
Open Space Required:	25% = $1.68 \times 0.25 = 0.42$ acres or 18,295 s.f.
Open Space Provided:	26,857 s.f. / 73,181 s.f. = 36.7%

**VII. BUILDING SETBACKS AND BUILDING HEIGHT**

International Parkway	25'
Wayside Drive	25'
All Others	10'

Maximum Building Height

35'  
1 story maximum

### **VIII. PERMITTED AND PROHIBITED USES**

Permitted and special exception uses shall be in accordance with the provisions of the OP district.

### **IX. LANDSCAPE & BUFFER CRITERIA**

- a. A 6-foot PVC fence shall be provided adjacent to existing residential properties, together with a minimum of 4 canopy trees per 100 linear feet, with minimum caliper of 3" DBH (Diameter at Breast Height).
- b. Landscaping plantings along International Parkway and Wayside Drive shall comply with the Lake Mary Boulevard Gateway Overlay standards.
- c. Retention areas to be counted toward the minimum 25% open space requirement shall be landscaped, sodded and amenitized in accordance with the Land Development Code (Section 30.1344).
- d. Except where otherwise noted, landscape material style and size shall conform to Seminole County Land Development Code specifications.

### **X. DEVELOPMENT COMMITMENTS**

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

- a. The development of the Property shall comply with the approved Final Master Plan.
- b. Outdoor lighting on the east and south shall be limited to motion-sensitive security lighting.
- c. The developer shall provide pedestrian connections from both buildings to public sidewalks along International Parkway.
- d. Dumpsters and mechanical units shall be screened so they are not visible from International Parkway or adjacent single-family properties.
- e. Provisions shall be made for joint and/or cross access with the property to the south when the property to the south is developed.
- f. All new utilities shall be installed underground including, but not limited to, telephone, cable, and electricity.

### **XI. 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 shall be provided by Seminole County. Design of lines 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 flow will be a minimum of 1,250 gpm with 20 psi. New fire hydrants, if necessary, shall be located according to Seminole county regulations.

**XII. STANDARD COMMITMENTS**

1. 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.
2. All obligations, liabilities, and responsibilities incurred by or implied by the Owners by this Agreement shall be assumed by any successors-in-interest of any portion of the Property.
3. 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 Owners of the property have expressly covenanted and agreed to this provision and all other terms and provisions of the Developer's Commitment Agreement.
4. The terms and provisions of the Developer's Commitment Agreement are not severable, and in the event any portion of this Developer's Commitment Agreement shall be found to be invalid or illegal, then the entire Developer's Commitment Agreement shall be null and void.
5. If any conflict between a term or provision of the Developer's Commitment Agreement and the Final Master Plan is found to exist, the term or provision of the DCA shall control and the conflicting term of the Final Master Plan shall be null and void.

**DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.**

**DONE AND ORDERED ON  
THE DATE FIRST WRITTEN ABOVE**

By: \_\_\_\_\_  
**Carlton D. Henley**  
**Chairman**

**OWNER'S CONSENT AND COVENANT**

COMES NOW, the owner, NATIONS INVESTMENT GROUP, INC., on behalf of itself and its heirs, successors, assigns or 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 Development Order.

\_\_\_\_\_  
Witness

\_\_\_\_\_ By: \_\_\_\_\_  
Print Name ANTHONY ZANCA

President, Nations Investment Group, Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANTHONY ZANCA, President of Nations Investment Group, Inc., and is personally known to me or who has produced \_\_\_\_\_ as identification and who acknowledged and executed the foregoing instrument.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned  
My Commission Expires:

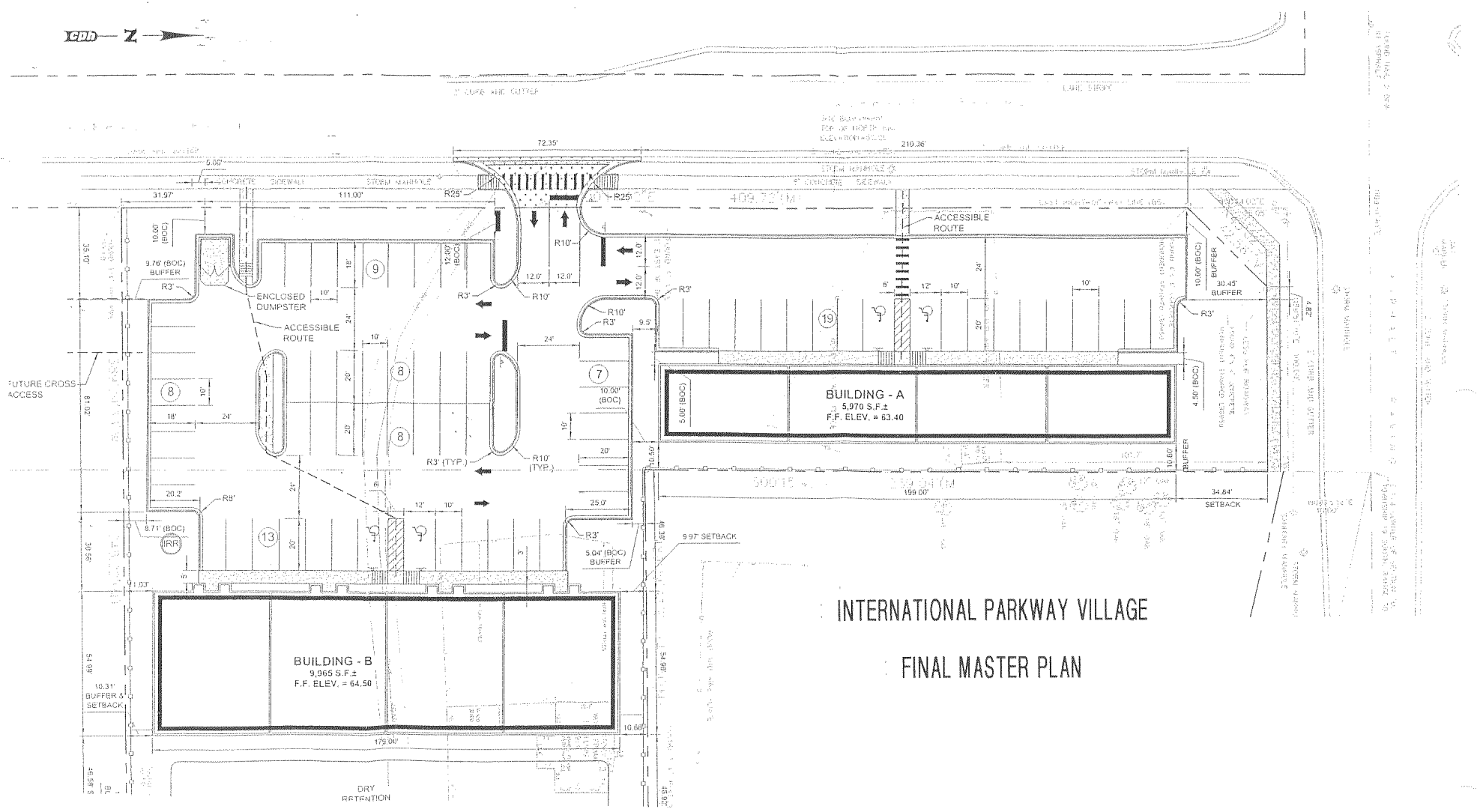


**EXHIBIT A**

Lots 2 and 3, J.W. Turners Subdivision, unrecorded plat in Section 30, Township 19 South, Range 30 East, Seminole County Florida. (Deed Book 71, Page 412) and Section 30, Township 19 South, Range 30 East, Seminole County, Florida, The North 478  $\frac{3}{4}$  feet of the East 100 Feet of the SE  $\frac{1}{4}$  of said Section 30 (Less Road on the North).

**EXHIBIT B**

FINAL MASTER PLAN



INTERNATIONAL PARKWAY VILLAGE

FINAL MASTER PLAN

DATE: 10/15/2010

SCALE: 1/8" = 1'-0"

PROJECT: INTERNATIONAL PARKWAY VILLAGE

CLIENT: [REDACTED]

DESIGNER: [REDACTED]

DATE: 10/15/2010

PROJECT: INTERNATIONAL PARKWAY VILLAGE

CLIENT: [REDACTED]

DESIGNER: [REDACTED]

DATE: 10/15/2010

PROJECT: INTERNATIONAL PARKWAY VILLAGE

CLIENT: [REDACTED]

DESIGNER: [REDACTED]

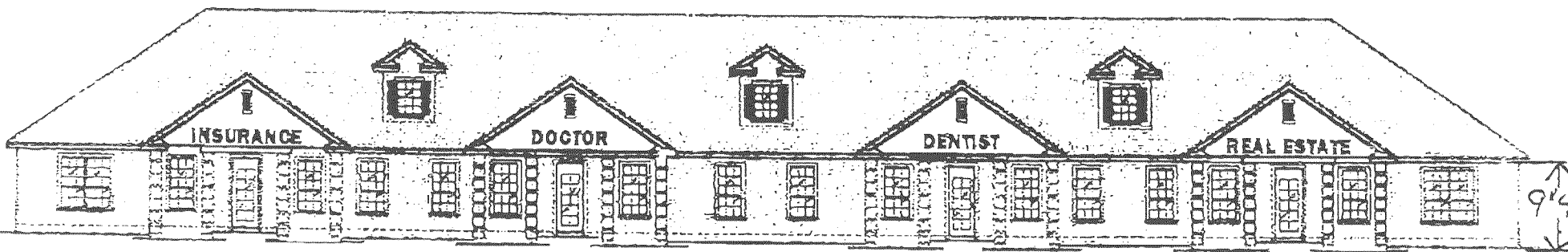
**EXHIBIT C**

**BUILDING ELEVATIONS**

# International Parkway Village

A Professional Center

4911 INTERNATIONAL PARKWAY



180'

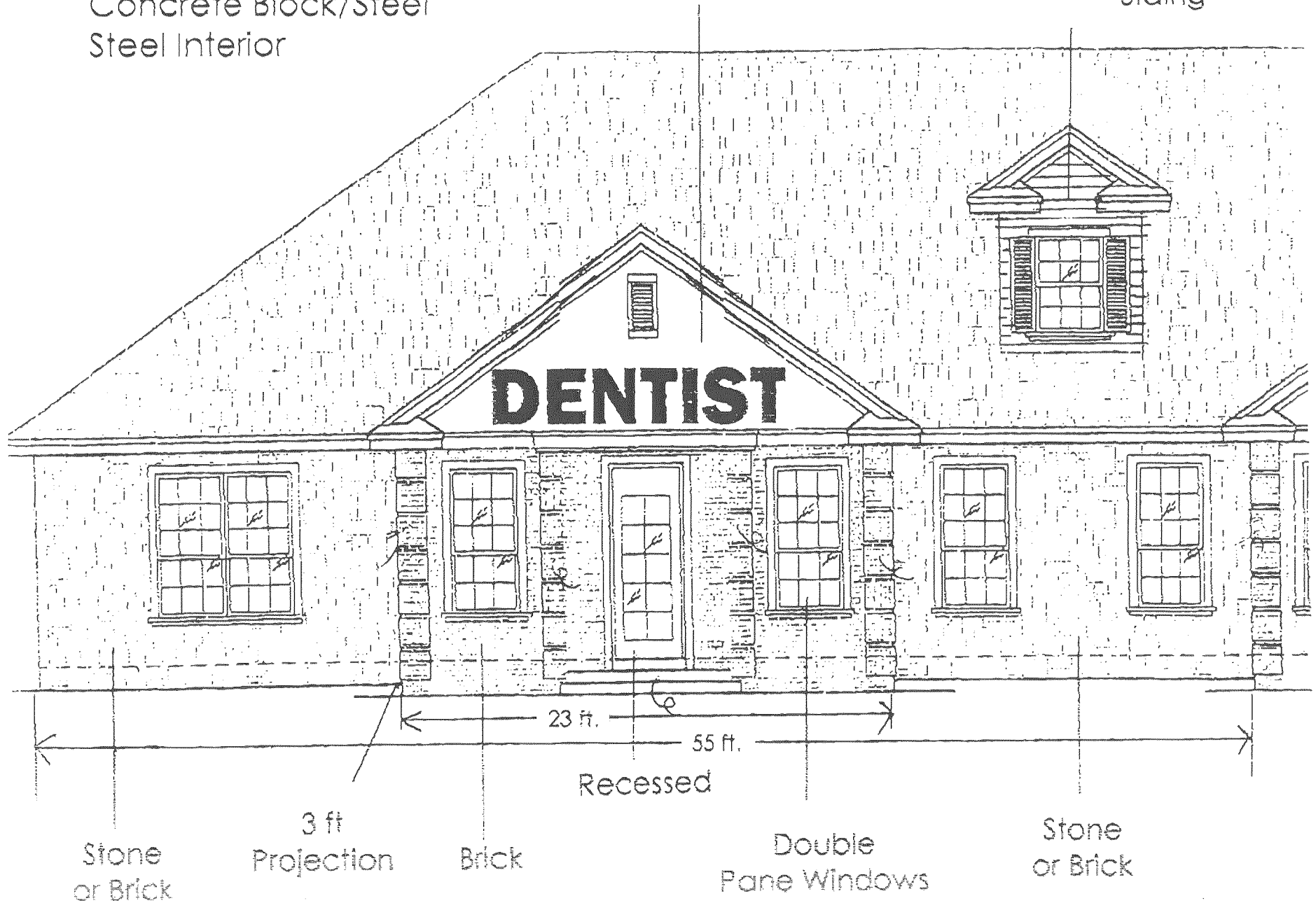
9'4"

PROJECT PROPOSAL

Concrete Block/Steel  
Steel Interior

Sand Finish  
Stucco

Stucco or  
Hardy Cement  
Siding



SEMINOLE COUNTY DEVELOPMENT ORDER

On November 9, 2004, 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: NATIONS INVESTMENTS GROUP TONY ZANCA, PRESIDENT

Project Name: INTERNATIONAL PARKWAY VILLAGE PUD

Requested Development Approval: Rezone from A-1 to PUD

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

Prepared by: JEFF HOPPER 1101 East First Street Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT CLERK OF SEMINOLE COUNTY BK 05786 PGS 0952-0958 FILE NUM 2005107326 RECORDED 06/28/2005 02:34:27 PM RECORDING FEES 61.00 RECORDED BY G Harford

CERTIFIED COPY MARYANNE MORSE CLERK OF CIRCUIT COURT SEMINOLE COUNTY, FLORIDA BY Eva Pouch DEPUTY CLERK

**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. Permitted and special exception uses shall be in accordance with the provisions of the OP district.
  - b. A 6-foot PVC fence shall be provided adjacent to existing residential properties, together with a minimum of 4 canopy trees per 100 linear feet, with minimum caliper of 3" as measured 1 foot above ground.
  - c. Outdoor lighting on the east and south shall be limited to motion-sensitive security lighting.
  - d. Prior to Final Master Plan approval, the developer shall provide a tree preservation plan showing that at least 25% of existing trees are being preserved, as required by the Land Development Code.
  - e. Retention areas to be counted toward the minimum 25% open space requirement shall be landscaped, sodded and amenitized in accordance with the Land Development Code (Section 30.1344).
  - f. The developer shall provide pedestrian connections from both buildings to public sidewalks along International Parkway.
  - g. Dumpsters and mechanical units shall be screened so they are not visible from International Parkway or adjacent single family properties.
  - h. Landscaping along International Parkway and Wayside Drive should comply with the Lake Mary Boulevard Gateway Corridor Overlay standards.
  - i. The applicant shall make provisions for joint and/or cross access with the property to the south.
  - j. Prior to Final Master Plan approval, the availability of adequate water supplies shall be established in accordance with applicable regulations of the St. John's River Water Management District.
  - k. Building elevations shall be provided at Final Master Plan.
  - l. All new utilities shall be installed underground including, but not limited to, telephone, cable, and electricity.



(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:



BRENDA CAREY  
VICE CHAIRMAN  
Board of County Commissioners



OWNER'S CONSENT AND COVENANT

COMES NOW, NATIONS INVESTMENT GROUP, on behalf of itself and its successors, assigns or 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 Development Order.

[Signature]  
Witness

NICHOLAS EVERLY  
Print Name

[Signature]  
Tony Zanca,  
President

[Signature]  
Witness

Judith M Sellers  
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 TONY ZANCA, and is personally known to me or who has produced \_\_\_\_\_ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of June, 2004.5

[Signature]

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

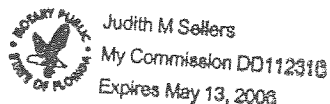


EXHIBIT A

**Project Legal Description:**

Lots 2 and 3, J.W. Turners Subdivision, unrecorded plat in Section 30, Township 19 South, Range 30 East, Seminole County Florida. (Deed Book 71, Page 412) and Section 30, Township 19 South, Range 30 East, Seminole County, Florida, The North 478  $\frac{3}{4}$  feet of the East 100 Feet of the SE  $\frac{1}{4}$  of said Section 30 (Less Road on the North).

FILE # Z2004-043

DEVELOPMENT ORDER #4-20500005

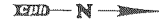
EXHIBIT B

Site Plan

# INTERNATIONAL PARKWAY

ASPHALT PAVING

(GRANT LINE ROAD/ KATIE STREET) PER RIGHT-OF-WAY MAP  
 SEMINOLE COUNTY ENGINEERING DEPARTMENT  
 PREPARED BY GREINER ENGINEERING DATED 8/3/89  
 (140' PROPOSED RIGHT-OF-WAY)



### SITE DATA

**PROJECT NAME:**  
INTERNATIONAL PARKWAY PLAZA

**SITE LOCATION:**  
THE SITE IS LOCATED ON THE SOUTHEAST CORNER OF INTERNATIONAL PARKWAY AND WAYSIDE DRIVE, IN SEMINOLE COUNTY, FL.

**SITE ADDRESS:**  
INTERNATIONAL PARKWAY  
SAWDOCK, FL 32771

**PARCEL ID NUMBER:** 28-18-30-360-0210-0000  
28-18-30-361-0000-0000

**LEGAL DESCRIPTION:**  
LOT 2 AND 3 OF TURNER SUBDIVISION (UNRECORDED PLAT BY SECTION 30, TOWNSHIP 18 SOUTH, RANGE 36 EAST, SEMINOLE COUNTY, FLORIDA, DEED BOOK 11, PAGE 42; AND SECTION 16, TOWNSHIP 18 SOUTH, RANGE 36 EAST, SEMINOLE COUNTY, FLORIDA, THE NORTH 478 34 FEET OF THE EAST 100 FEET OF THE SE 34 OF SAID SECTION 30 AS SHOWN ON THE MAP.

**OWNER:**  
NATIONS INVESTMENT GROUP  
P.O. BOX 8000  
LAKE HAVY, FL 32716  
ATTN: TONY ZANCA  
P. (407) 236-8000  
F. (407) 232-8841

**ENGINEER:**  
GVI ENGINEERING, INC.  
500 W. FLORISSA DRIVE  
SAWDOCK, FL 32771  
ATTN: MICHAEL HARRIS, P.E.  
P. (407) 232-8841  
F. (407) 232-8841

**STATEMENT OF WORK:**  
THE ENGINEERING GROUP PROPRIETORS TO REVIEW (A) TO PROTECT THE EXISTING PARCELS FROM A FLOODING AND (B) TO CONSTRUCT A NEW OFFICE BUILDING COMPLEX AND THE REQUIRED SITE SUPPORT ELEMENTS, ROADSIDE, STORMWATER FACILITIES, AND OTHER INFRASTRUCTURE TO BE BUILT.

**EXISTING USE:** VACANT / RESIDENTIAL  
**PROPOSED USE:** OFFICE

**EXISTING ZONING:** A-1 (SEMI-INDUSTRIAL) PCD (PROPOSED)  
**NORTH:** 30-750 DRIVE  
**EAST:** A-1  
**SOUTH:** A-1  
**WEST:** INTERNATIONAL PARKWAY

**FUTURE LAND USE DESIGNATION:**  
**NORTH:** HIGH INTENSITY PCD TARGET INDUSTRY (WAYSIDE DRIVE)  
**EAST:** HIGH INTENSITY PCD TARGET INDUSTRY  
**SOUTH:** HIGH INTENSITY PCD TARGET INDUSTRY (INTERNATIONAL PARKWAY)  
**WEST:** A-1

**NET AREA:**  
 30,750 SQ. FT. (0.705 AC)  
 28,180 SQ. FT. (0.645 AC)  
 28,180 SQ. FT. (0.645 AC)

**PERCENT OPEN SPACE:** 35.0%

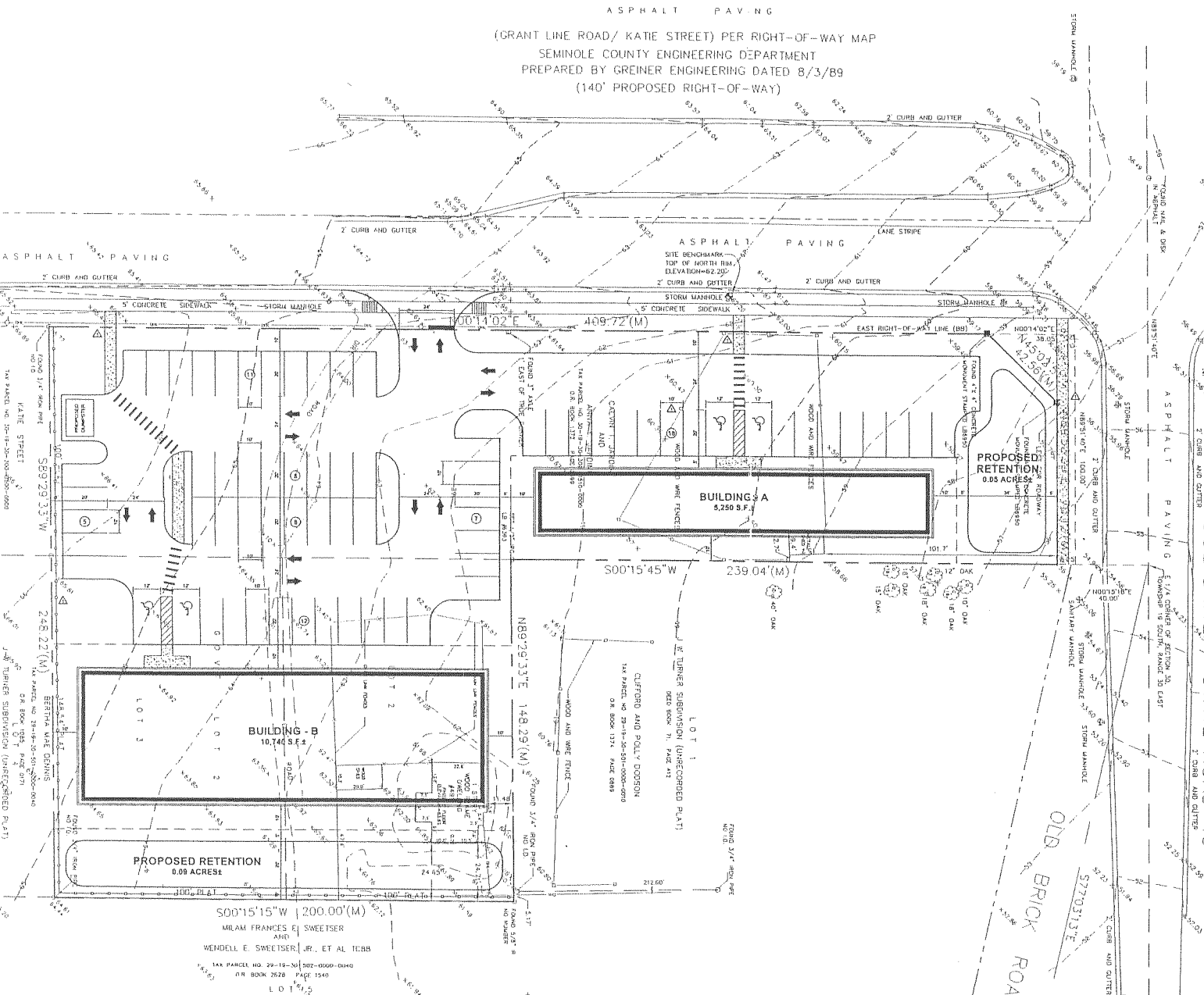
**REQUIREMENTS:**  
**PERIODS:** 36.7%  
**PERCENT OPEN SPACE:** 33.3%  
**REQUIRED OPEN SPACE:** 35.0%

**REVISIONS:**  
 1. DATE: 8/3/89  
 2. DATE: 8/3/89  
 3. DATE: 8/3/89  
 4. DATE: 8/3/89  
 5. DATE: 8/3/89  
 6. DATE: 8/3/89  
 7. DATE: 8/3/89  
 8. DATE: 8/3/89  
 9. DATE: 8/3/89  
 10. DATE: 8/3/89

Activity	NAME	DATE	NO.
Designed by	J.E.M.	JULY 2004	1
Drawn by	J.E.M.	JULY 2004	1
Checked by	J.E.M.	JULY 2004	1
Approved by	J.E.M.	JULY 2004	1
Activity	NAME	DATE	NO.
Checked by	J.E.M.	JULY 2004	1
Approved by	J.E.M.	JULY 2004	1

MASTER PLAN  
 INTERNATIONAL PARKWAY OFFICE COMPLEX  
 NATIONS INVESTMENT GROUP  
 SEMINOLE COUNTY, FLORIDA

Sheet No. **1-3**



500'15'15"W 200.00'(M)  
 MILAM FRANCES E. SWEETSER  
 AND  
 WENDELL E. SWEETSER, JR., ET AL. R.C.B.B.  
 TAX PARCEL NO. 29-18-30-002-0000-0040  
 OR BOOK 2628 PAGE 1540  
 L.O.T. 1, 2