

Item # 54

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Greenway Pointe Final Master Plan (Ted Buckley, applicant)

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

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Jeff Hopper **EXT.** 7431

*MDR  
PUD  
DSE*

**Agenda Date** 11/09/04 **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 Greenway Point PUD and authorize the Chairman to execute same; located on the northwest corner of SR 426 and SR 417, based on staff findings (Ted Buckley, applicant); or
2. DENY the Final Master Plan and Developer's Commitment Agreement for Greenway Point PUD and authorize the Chairman to execute same; located on the northwest corner of SR 426 and SR 417, (Ted Buckley, applicant); or
3. CONTINUE the public hearing until a time and date certain.

(District 1 – Comm. Maloy)

(Jeff Hopper, Senior Planner)

**BACKGROUND:**

The applicant is proposing a 224-unit townhouse development on a 52-acre parcel located to the north of SR 426, adjacent to the west side of SR 417. The development is a portion of a larger property rezoned to PUD in October 2004. (The commercial portion of that PUD approval, located adjacent to SR 426, will be the subject of a future final master plan application.) The subject property is divided by a future segment of the Cross-Seminole Trail, which also serves as a boundary between two different future land use designations on the site. The area to the north of the trail is Medium Density Residential (MDR), permitting a maximum density of 10 units per acre. To the south of the trail, the subject property is in HIP-TR or Higher Intensity Planned Development – Transitional. This designation permits residential densities of up to 20 units per acre.

Actual proposed density of the project is 8.1 units per net buildable acre. This density figure includes 6 dwelling units not shown on the current plan, which may become technically feasible through minor adjustments in the stormwater retention system (these revisions, if proposed by the applicant, will be evaluated through the Final Engineering review process).

**Reviewed by:** \_\_\_\_\_  
**Co Atty:** JK  
**DFS:** \_\_\_\_\_  
**Other:** MWJ  
**DCM:** \_\_\_\_\_  
**CM:** JK  
**File No.** rpd02

Access into the site will be through Greenway Pointe Blvd., a proposed new road connecting to a planned intersection on SR 426. Extensive wetland areas at the north end of the site will be preserved as open space, and recreational amenities will be provided as well. These will include a swimming pool, tot lots and similar facilities, and retention ponds configured as visual amenities per Code criteria. Adjacent to Bear Creek Subdivision on the west, the applicant will provide a 25-foot buffer north of the Trail and a 50-foot buffer south of the Trail. Both buffers will include a 6-foot masonry wall and landscaping.

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the request, subject to the attached Developer's Commitment Agreement and a further condition that the applicant provide a detailed amenity plan at Final Engineering, and that such plan be reviewed by the District Commissioner.

**GREENWAY POINTE PUD  
DEVELOPER'S COMMITMENT AGREEMENT**

On November 9, 2004 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:

1. **LEGAL DESCRIPTION:**

This document addresses development within Parcel B of the legal description attached hereto as Exhibit A.

2. **PROPERTY OWNER**

E.G. Banks, an individual, and  
CCCH Greenway North property, LLC  
611 Wymore Road  
Winter Park, Florida 32789

3. **STATEMENT OF BASIC FACTS**

- A. Total Area: 52.21 Acres
- B. Zoning: Planned Unit Development (PUD)
- C. Total Units 224 townhouses
- D. Density Max. 8.1 units per net buildable acre
- E. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.
- F. 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.

4. **LAND USE BREAKDOWN**

<i>LAND USE in Parcel B</i>	<i>AREA (acres)</i>	<i>% OF SITE</i>
Townhouse lots, recreation & buffers	27.87	53.38%
Road R/W	4.66	8.93%
Total Wetlands	19.68	37.69%
<b><i>TOTAL AREA</i></b>	<b><i>52.21</i></b>	<b><i>100.00</i></b>

5. **OPEN SPACE AND RECREATION AREAS**

Gross Site Area: 52.21 acres  
Required Open Space: 52.21 acres x 0.25 = 13.05 acres

Max. wetland area to be counted toward common open space requirement  
(30% of required amount): 3.90 acres  
Recreation areas 1.86 acres  
Upland Park area 1.22 acres  
Landscaped areas (excluding buffers) 0.60 acres  
Amenitized Retention 6.46 acres

**Open Space Provided: 14.05 Acres**

6. **BUILDING SETBACKS**

Front Residential Bldg. Set Back- Interior Roadways (Private): 20'  
Side Residential Bldg. Set Back: 10'  
Side Residential Interior Roadways (Private) Set Back: 20' (min)  
Rear Residential Building Set Back: 20'  
West Boundary Line Set Back: 45'

7. **PERMITTED USES**

Attached Fee Simple Single Family Dwelling Units  
Condominiums  
Detached Single Family Homes  
Home occupations  
Home offices

8. **LANDSCAPE & BUFFER CRITERIA**

*East Property Line*

- 25' landscape buffer.
- minimum of 4 canopy trees and 5 understory trees per 100'

*West Property Line south of trail crossing*

- 50' Landscape buffer
- minimum of 8 canopy trees, 12 understory trees and 48 shrubs per 100'
- 6' Masonry wall

*West Property Line north of trail crossing extending to wetlands line*

- 25' landscape buffer
- minimum of 8 canopy trees, 9 understory trees and 24 shrubs per 100'
- 6' Masonry wall

*Abutting Trail*

- 15' landscape buffer inside trail r/w
- minimum 6 canopy trees, 6 understory trees and 24 shrubs per 100'

All landscape buffers and common areas shall be designed pursuant to the requirements of the county's LDC, and shall be maintained by a property owners association.

9. **DEVELOPMENT COMMITMENTS**

- A. All townhouse units will be located on individual platted lots.
- B. The development will not be designed or marketed as student housing.
- C. Balconies shall be prohibited where abutting the west and north boundaries of the development.
- D. Use of common areas shall be limited to open space, recreational amenities, and utility facilities serving all residents of the development.
- E. Density within the portion of the site as described in Exhibit B shall be limited to 8.1 units per net buildable acre.
- F. Front walls of townhouse units shall be staggered.
- G. Mechanical units shall be located and/or screened so as not to be visible from public right-of-way or adjoining single family development.
- H. No accessory buildings shall be allowed on individual townhouse lots.
- I. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development.
- J. Outdoor lighting shall be cutoff/shoebox style fixtures a maximum of 16 feet in height.
- K. The project street lighting adjacent to the west and north property boundaries will be limited to decorative lighting affixed to the fronts of the units. Security lighting with motion sensors shall be permitted on any side of the buildings.
- L. Building height shall be limited to 35 feet. Height shall be measured from the mean elevation between roof ridge and eaves, as specified in the Land Development Code.
- M. Existing trees that are preserved during construction may satisfy applicable landscaping requirements where they are located in buffer areas.
- N. Intersection improvements at Aloma Avenue shall conform to the re-alignment of Deep Lake Road to the south, subject to the terms of the tri-party agreement known as the Deep Lake Road Development Agreement between the owners, The Ryland group, Inc., and Roche Development group, Inc.
- O. The developer will make every effort to avoid conflicts between planted landscaping and utilities pursuant to the limitations of their respective requirements within the LDC.
- P. Active recreational uses shall be set back 200 feet from the north and west property lines.

- Q. Applicant shall demonstrate at final engineering that at least 25% of all viable, existing trees on site as defined in the LDC as subject to protection will be preserved.
- R. A minimum of 2 parking spaces per unit shall be provided on each platted lot. Storage of recreation vehicles, boats on trailers, or trailers of any kind must be accommodated off-site.
- S. Garages may not be converted to living space unless 2 parking spaces remain on each platted lot after such conversion.

10. **WATER, SEWER AND STORMWATER**

*WATER:* Water services shall be provided by Seminole County.

*SANITARY SEWER:* Sanitary sewer shall be provided by Seminole County.

*STORMWATER:* Stormwater drainage and stormwater management shall be according to Seminole County's land development regulations.

*FIRE PROTECTION:* Fire protection shall be provided by Seminole County. Fire flow will be a minimum of 1,250 gpm with 20 p.s.i. Fire hydrants shall be located according to Seminole county regulations.

11. **PHASING**

The residential development will be constructed in 1 phase and will proceed first, along with the required intersection improvements at Aloma Avenue and construction of some, or all, of the public roadway needed for access.

12. **STANDARD COMMITMENTS**

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of permit issuance.
- B. The conditions upon this development approval and commitments made as to this development approval have been accepted by and agreed to by the Owners of the property.
- C. The 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 by part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners of said property have expressly covenanted and agreed to this provision and all other terms and provisions of the developer's commitment agreement.
- D. 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.

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

**By:** \_\_\_\_\_  
**Daryl G. McLain**  
**Chairman**

**OWNER'S CONSENT AND COVENANT**

COMES NOW, the owner, E.G. Banks, on behalf of himself and his 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 Developer's Commitment Agreement.

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_  
E.G. Banks

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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 E.G. Banks, 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 \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

**OWNER'S CONSENT AND COVENANT**

COMES NOW, the owner, Charles W. Clayton, Jr., on behalf of himself, CCCH Greenway North Property, LLC., and her 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 Developer's Commitment Agreement.

\_\_\_\_\_  
Witness

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

By:

\_\_\_\_\_  
Charles W. Clayton, Jr.  
CCCH Greenway North Property, LLC

**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 Charles W. Clayton, Jr., 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 \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

## EXHIBIT A

### Site Boundary Legal Description:

#### PARCEL A

##### (PARCEL "A1")

A parcel of land lying in Section 31, Township 21 South, Range 31 East, Seminole County, Florida, described as follows: Commencing at the Northwest corner of said Section 31, run South 01°07'04" East along the West line of said Section 31 and along the East line of the Bear Creek Plat recorded in Plat Book 31, Page 54-55, Seminole County, Florida, a distance of 1,409.51 feet to a point on the Northerly right of way line of the Seaboard Coastline Railroad; thence South 01°05'50" East a distance of 82.86 feet to a point on the Southerly right of way line of the Seaboard Coastline Railroad; thence South 01°07'18" East a distance of 341.22 feet; thence North 73°43'12" West a distance of 195.87 feet to the POINT OF BEGINNING; thence run North 73°43'12" East a distance of 746.62 feet to a point on a curve concave Southeasterly on the Westerly right of way of SR 417 (Eastern Beltway) and having a radius of 818.51 feet, a chord bearing of South 13°20'52" West and a central angle of 33°21'35"; thence run along said curve, 476.57 feet to a point of tangency; thence South 03°13'57" East a distance of 445.41 feet; thence South 33°10'36" West a distance of 143.25 feet to a point on the North right of way line of SR 426 (Aloma Avenue); thence departing the right of way of SR 417 run South 89°13'02" West along the North right of way of SR 426 a distance of 607.98 feet; thence departing the said right of way of SR 426 run North 01°07'18" West a distance of 684.66 feet to a point of curvature of a curve concave southeasterly having a radius of 25.00 feet and a central angle of 64°39'22"; thence run along said curve a distance of 28.21 feet to a point of reverse curvature of a curve concave Northwesterly and having a radius of 100.00 feet and a central angle of 77°20'20"; thence run along said curve a distance of 134.98 feet to the POINT OF BEGINNING;  
Containing 14.00 acres more or less;

And together with:

##### (PARCEL "A2")

A parcel of land lying in Section 31, Township 21 South, Range 31 East, Seminole County, Florida, described as follows: Commencing at the Northwest corner of said Section 31, run South 01°07'04" East along the West line of said Section 31 and along the East line of the Bear Creek Plat recorded in Plat Book 31, Page 54-55, Seminole County, Florida, a distance of 1,409.51 feet to a point on the Northerly right of way line of the Seaboard Coastline Railroad; thence South 01°05'50" East a distance of 82.86 feet to a point on the Southerly right of way line of the Seaboard Coastline Railroad; thence South 01°07'18" East a distance of 341.22 feet and to the POINT OF BEGINNING; thence North 73°43'12" West a distance of 51.80 feet; thence South 01°07'18" East a distance of 781.50 feet to the North right of way line of SR 426 (Aloma Avenue); thence South 89°13'02" West along the North right of way of SR 426 a distance of 50.00 feet to the West line of said Section 31 and the Southeast

corner of Lot 1 of the Bear Creek Plat; thence departing the right of way of Aloma Avenue run North 01°07'18" West along the West line of said Section 31 and the East line of Bear Creek Plat a distance of 767.66 feet; to the POINT OF BEGINNING;  
Containing 0.89 acres more or less.

## PARCEL B

### (PARCEL "B1")

A parcel of land lying in Section 31, Township 21 South, Range 31 East, Seminole County, Florida, described as follows: Beginning at the Northwest corner of said Section 31, thence run North 89°11'23" East along the North line of said Section 31 a distance of 1,720.73 feet; thence run South 01°00'04" East a distance of 620.52 feet to a point on the Westerly right of way line of SR 417 (Eastern Beltway) and a curve concave Southeasterly having a radius of 1,145.92 feet and a central angle of 27°16'16"; thence run Southwesterly along said curve being the Westerly right of way line of SR 417 a distance of 545.42 feet to a point of tangency; thence run South 33°32'34" West a distance of 92.20 feet to a point on the North right of way of the Seaboard Coastline Railroad; thence departing the said right of way of SR 417 run South 73°43'07" West along the North right of way of the Seaboard Coastline Railroad a distance of 1,310.72 feet to a point on the West line of said Section 31 and a point on the East line of the Bear Creek Plat recorded in Plat Book 31, Page 54-55, Seminole County, Florida; thence departing the North right of way of the said railroad run North 01°07'04" West along the West line of the said Section 31 and along the East line of the Bear Creek Plat a distance of 1,409.51 feet to the Northwest corner of said Section 31 and the POINT OF BEGINNING;  
Containing 44.23 acres more or less.

And together with:

### (PARCEL "B2")

A parcel of land lying in Section 31, Township 21 South, Range 31 East, Seminole County, Florida, described as follows: Commencing at the Northwest corner of said Section 31, run South 01°07'04" East along the West line of said Section 31 and along the East line of the Bear Creek Plat recorded in Plat Book 31, Page 54-55, Seminole County, Florida, a distance of 1,409.51 feet to a point on the Northerly right of way line of the Seaboard Coastline Railroad; thence South 01°05'50" East a distance of 82.86 feet to a point on the Southerly right of way line of the Seaboard Coastline Railroad and the POINT OF BEGINNING; thence run North 73°43'12" East along said Southern right of way line of Seaboard Coastline Railroad a distance of 1,238.37 feet to a point on the Westerly right of way of SR 417 (Eastern Beltway); thence departing the right of way of the said railroad run South 33°20'15" West along said Westerly right of way line of SR 417 a distance of 460.06 feet to a point of curvature of a curve concave Southeasterly having a radius of 818.51 feet and a central angle of 3°16'08"; thence run along said curve a distance of 46.70 feet; thence departing the said right of way of SR 417 run South 73°43'12" West a distance of 746.62' to a point on a curve concave Southeasterly and having a radius of 100.00 feet, a central angle of 140°30'51" and a chord bearing of North 64°43'15" West; thence run along said curve a distance of 250.48 feet; thence South 01°07'18" East a distance of 106.70 feet; thence South 73°43'12" West a

distance of 51.80 feet to a point on the West line of said Section 31 and a point on the East line of the Bear Creek Plat recorded in Plat Book 31, Page 54-55, Seminole County, Florida; thence North 01°07'18" West along the West line of said section a distance of 341.22 feet to the POINT OF BEGINNING;  
Containing 7.98 acres more or less.

(PARCEL "C")

A parcel of land lying in Section 31, Township 21 South, Range 31 East, Seminole County, Florida, described as follows: Commencing at the Northwest corner of said Section 31, run South 01°07'04" East along the West line of said Section 31 and along the East line of the Bear Creek Plat recorded in Plat Book 31, Page 54-55, Seminole County, Florida, a distance of 1,409.51 feet to a point on the Northerly right of way line of the Seaboard Coastline Railroad; thence South 01°05'50" East a distance of 82.86 feet to a point on the Southerly right of way line of the Seaboard Coastline Railroad; thence South 01°07'18" East a distance of 1108.88 feet to the North right of way line of SR 426 (Aloma Avenue) and the Southeast corner of said Bear Creek Plat; thence North 89°13'02" East along the North right of way of SR 426 a distance of 50.00 feet to the POINT OF BEGINNING; thence continuing along the North right of way of SR 426 run a distance of 70.00 feet; thence departing the said right of way of SR 426 run North 01°07'18" West a distance of 684.66 feet to a point of curvature of a curve concave southeasterly having a radius of 25.00 feet and a central angle of 64°39'22"; thence run along said curve a distance of 28.21 feet to a point of reverse curvature of a curve concave Northwesterly and having a radius of 100.00 feet and a central angle of 217°51'11"; thence run along said curve a distance of 385.46 feet; thence South 01°07'18" East a distance of 888.20 feet to the POINT OF BEGINNING;  
Containing 1.67 acres more or less.

**EXHIBIT B**

Final Master Plan





