



**STAFF RECOMMENDATION:**

Staff finds that the proposed Final Site 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 Final Site Plan and Developer's Commitment Agreement.

**ISOLA COMMERCIAL CENTER PCD  
DEVELOPER'S COMMITMENT AGREEMENT**

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On April 26, 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**

LOT 2 LONGWOOD-LAKE MARY CENTER PB 64 PGS 9 & 10

**II. PROPERTY OWNERS**

The current property owners are:	Merrill P. and Donna G. Scrimsher 285 Eaglet Way Lake Mary FL 32746
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**III. STATEMENT OF BASIC FACTS**

a. Total Acreage:	1.65 acres developable <u>1.60</u> acres retention pond 3.25 acres total
b. Zoning:	Planned Commercial Development
c. Building Area:	14,000 square feet

**IV. OPEN SPACE CALCULATIONS**

Total Land Area:	1.65 acres developable (excludes retention pond area)
Open Space Required:	25% = 1.65 x 0.25 = 0.41 acres or 17,968 s.f.
Open Space Provided:	21,777 s.f. = 30.3%

**V. BUILDING SETBACKS**

Longwood-Lake Mary Road	95'
North side	20'
West side	210'
South side	50'

## **VI. PERMITTED AND PROHIBITED USES**

- A. Allowable uses shall be those listed as permitted or special exception uses in the C-3 district.
- B. The following uses shall be prohibited:
  - adult entertainment establishments
  - alcoholic beverage establishments
  - automobile sales
  - automobile paint and body shops
  - communications towers
  - drive-in theatres
  - marine sales and service
  - mechanical garages
  - multifamily housing
  - outdoor advertising (off-site) signs
  - service stations and/or convenience stores with gas pumps
  - tattoo parlors
- C. Outdoor storage on the site shall require a major PCD amendment designating a specific area on the site plan for such use. This area shall be located, screened, and/or landscaped so as not to be visible from Longwood-Lake Mary Road or neighboring properties. Further, it shall not impede safe, efficient traffic circulation or occupy required parking. Outdoor storage shall be used only by tenants of the development.

## **VII. LANDSCAPE & BUFFER CRITERIA**

- a. The east buffer adjacent to Longwood Lake Mary Road shall be a minimum of 15 feet in width and shall contain 4 canopy trees per 100', at least 3" in diameter as measured 1 foot above ground.
- b. The south buffer shall be 10 feet in width and shall contain 4 canopy trees per 100', at least 3" in diameter as measured 1 foot above ground.
- c. All trees required to be preserved shall be protected by tree barriers.
- d. Landscape material style and size shall conform to Seminole County Land Development Code specifications.

## **VIII. DEVELOPMENT COMMITMENTS**

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

- 1. Maximum building height shall be 45 feet.

2. Outdoor lighting shall consist of cutoff-shoebox style fixtures and shall be limited to 16 feet in height, and no more than 0.5 foot-candles in intensity at the property lines.
3. All mechanical units shall be located such that they are not visible from Longwood-Lake Mary Road.
4. Building appearance shall be consistent with elevations attached in Exhibit B.
5. Pedestrian connections shall be provided between interior walkways and public sidewalks along Longwood-Lake Mary Road.

## **IX. 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 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 or to the master retention pond 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 shall be a minimum of 1,250 gpm with 20 p.s.i. Fire hydrant shall be located according to Seminole county regulations.

## **X. STANDARD COMMITMENTS**

1. Unless specifically addressed otherwise herein, all development shall fully comply with all 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.

**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, Merrill P. Scrimsher, 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 Development Order.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
MERRILL P. SCRIMSCHER

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

\_\_\_\_\_  
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 MERRILL P. SCRIMSCHER, 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:

**OWNER'S CONSENT AND COVENANT**

COMES NOW, the owner, Donna G. Scrimsher, on behalf of herself 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 Development Order.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DONNA G. SCRIMSCHER

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

\_\_\_\_\_  
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 DONNA G. SCRIMSCHER, 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:



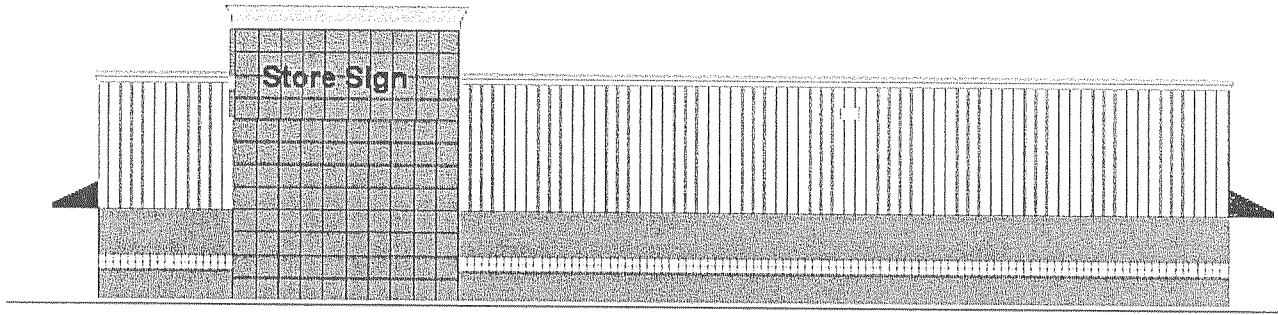
**EXHIBIT A**

**FINAL MASTER PLAN**

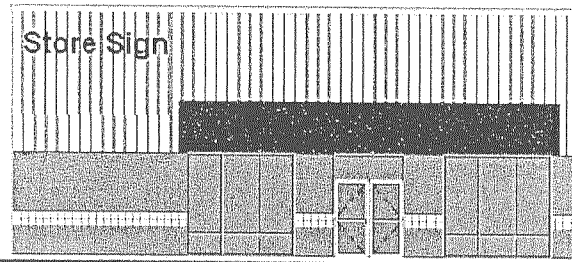


**EXHIBIT B**

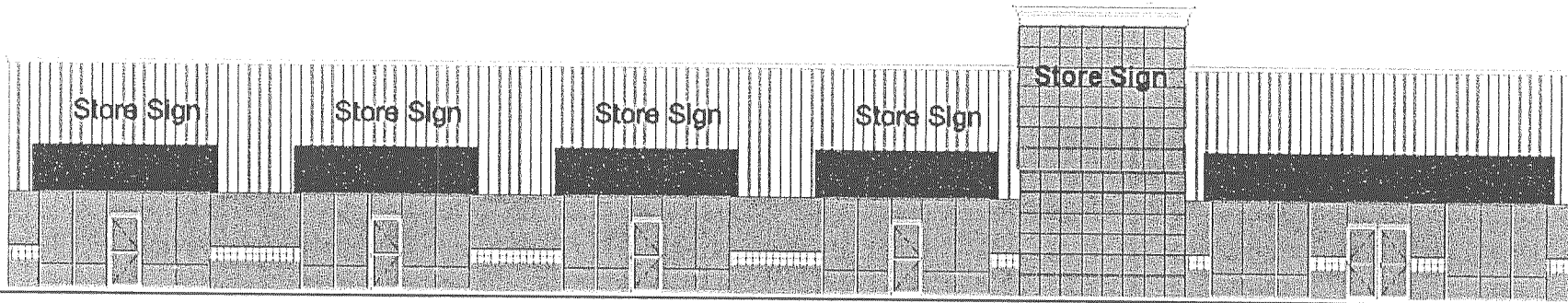
**BUILDING ELEVATIONS**



Building B - Front Elevation



Building A - Front Elevation - Option 2



Building A - Front Elevation - Option 1