

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Request for approval of the Final Site Plan and Addendum to the Developer's Commitment Agreement for the 7-Eleven at the Mirror Lake Commercial Center PCD (Bear Lake Shops LLC, applicant)

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

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Michael Rumer<sup>MR</sup> **EXT** 7431

Agenda Date 08/08/06 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

1. **APPROVE** the Final Site Plan and Addendum to the Developer's Commitment Agreement for the 7-Eleven at the Mirror Lake Commercial Center PCD, located on the southeast corner of SR 436 and Bear Lake Road, (Bear Lake Shops, LLC, applicant); or
2. **DENY** the Final Site Plan and Addendum to the Developer's Commitment Agreement for the 7-Eleven at the Mirror Lake Commercial Center PCD, located on the southeast corner of SR 436 and Bear Lake Road, (Bear Lake Shops, LLC, applicant); or
3. **CONTINUE** the request until a time and date certain.

District 3–Van Der Weide

Michael Rumer, Senior Planner

**BACKGROUND:**

The applicant is proposing to develop a 2,940 sq. ft. 7-Eleven on Lot 1 of the Mirror Lake Commercial Center PCD. First approved in 2002, the PCD established C-1 uses on four lots lying south of SR 436, east of Bear Lake Road, and adjacent to the north side of Mirror Lake Manor Subdivision. A major amendment to the PCD, approved on October 25, 2005, permitted 24-hour deliveries to Lot 1, subject to such deliveries being made through primary building entrances only.

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the Final Site Plan, subject to conditions listed in the attached Addendum to the Developer's Commitment Agreement.

Reviewed by:	<u>KA</u>
Co Atty:	<u>KA</u>
DFS:	<u>                    </u>
OTHER:	<u>                    </u>
DCM:	<u>                    </u>
CM:	<u>                    </u>
File No.	<u>rpdp05</u>

**ATTACHMENTS:**

Location Map

Final Site Plan

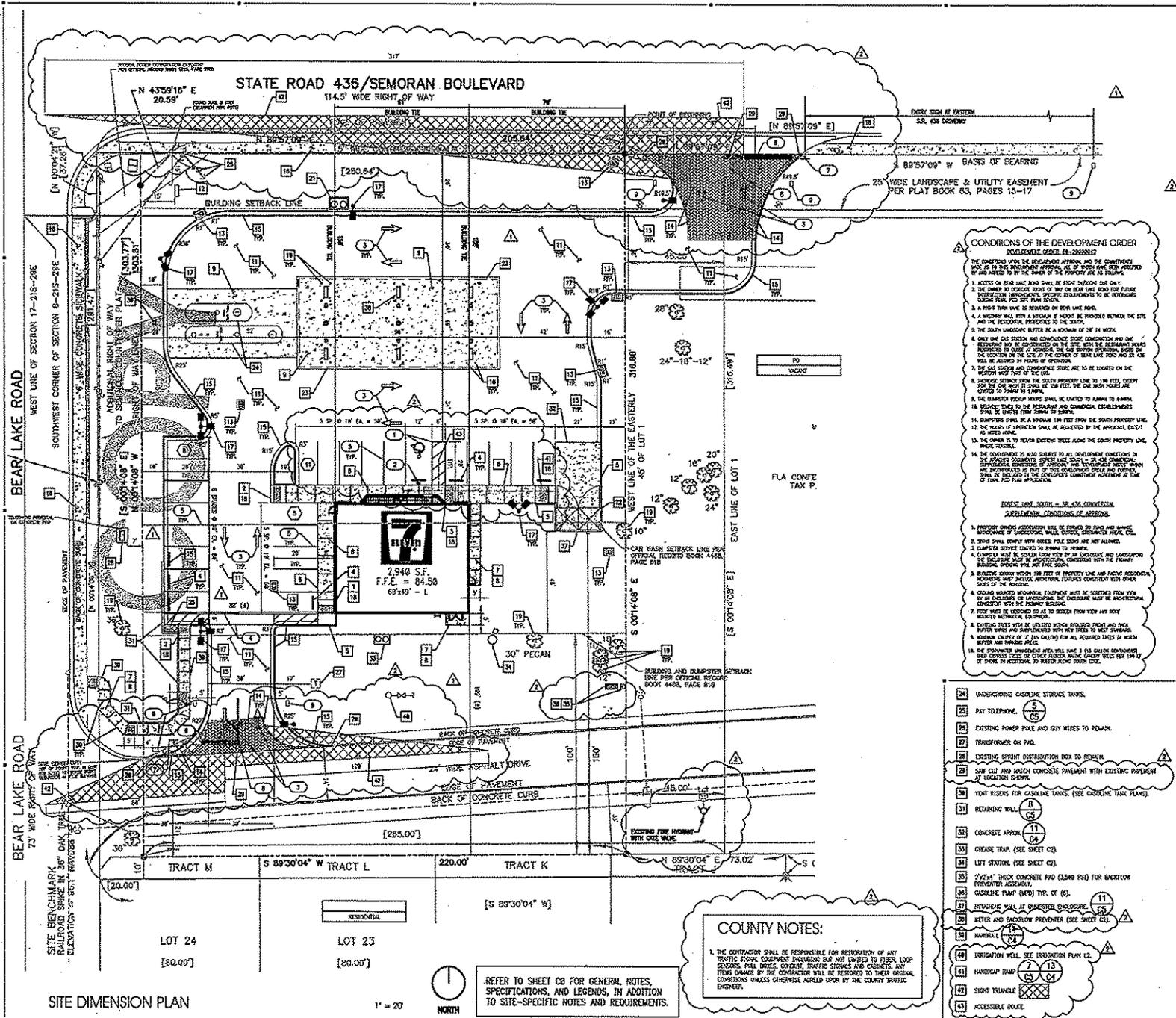
Building Elevations

Addendum #3 to the Developer's Commitment Agreement

Addendum #2 to the Developer's Commitment Agreement

Developer's Commitment Agreement





- ### TRAFFIC CONTROL & SIGNAGE
- 1 HANDICAP PARKING AND STRIPING
  - 2 HANDICAP SIGN (1 PLACED)
  - 3 PAVEMENT MARKINGS
  - 4 CROSSWALK STRIPING (FOOT INDEX 1734E)
  - 5 4" WHITE PAINT STRIPING
  - 6 24" WHITE STRIP BAR PAINTED
  - 7 34" "300" SIGN (81-1)
  - 8 6" DOUBLE YELLOW PAINTED STRIPING
  - 9 ENTRY SIGN

### INTERPLAN

ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN  
PROJECT MANAGEMENT

AA 004520  
CA 6660

5333 ROCKY FLOOY FLOOR  
ORLANDO, FLORIDA 32810  
PH: 407.445.5003  
FX: 407.229.7124

PROJECT: 7-ELEVEN, P.L.  
FL. REG. 58732

CONTRACTOR:

- ### SITE NOTES
- 1 CORNER HANDICAP RAMP
  - 2 HANDICAP DRIP RAMP
  - 3 SIDEWALK HANDICAP RAMP
  - 4 WHEEL STOP (7 PLACES)
  - 5 6" CURB
  - 6 MONUMENTIC CURB AND SIDEWALK
  - 7 CONCRETE WALK
  - 8 CONCRETE WALK EXPANSION JOINTS AND SCORE MARKS
  - 9 CONCRETE (REFER TO GASOLINE TANK PLAN) INSTALLED BY GASOLINE CONTRACTOR
  - 10 BOLLARD (SEE GASOLINE TANK PLANS FOR PLACEMENT)
  - 11 6" THICK CONCRETE PAVEMENT (4.00 PSI)
  - 12 7" THICK I.D. SIGN (BY SIGN CONTRACTOR)
  - 13 DRAINAGE STRUCTURE (SEE SHEET C3)
  - 14 SAW CUT AND REMOVE CURBING AND PAVEMENT OF EXISTING DRIVEWAY FOR INSTALLATION OF NEW DRIVEWAY
  - 15 FOOT TYPE "T" CURB AND GUTTER
  - 16 EXISTING SIDEWALK TO REMAIN
  - 17 LIGHT POLE (TYP.) (SEE SITE LIGHTING PLAN)
  - 18 INSTALL DETECTABLE WALKING SURFACE IN THIS AREA (EXTEND TO LIMITS SHOWN)
  - 19 EXISTING TREES TO REMAIN (SEE LANDSCAPE PLAN)
  - 20 MATCH EXISTING CURB AT LOCATION SHOWN
  - 21 AIR AND VACUUM (5"Ø) BRACKET TO CURB
  - 22 COMPRESSOR ENCLOSURE
  - 23 4" W/Ø GASOLINE CANOPY, 13.5' (MIN) CLEAR HEIGHT

### 7-ELEVEN

7-ELEVEN, INC.  
STORE # 33640

3538 EAST SR 436  
APOPA, FLORIDA

### CONDITIONS OF THE DEVELOPMENT ORDER

DEVELOPMENT ORDER NO. 20080107

THE CONDITIONS UPON THE DEVELOPMENT APPROVAL AND THE CONDITIONS HEREIN ARE TO BE CONSIDERED APPLICABLE AND TO BE STRICTLY OBSERVED BY AND ADHERED TO BY THE OWNER OF THE PROPERTY AS FOLLOWS:

1. THE OWNER IS RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL UTILITIES AND STRUCTURES TO BE INSTALLED ON THE SITE.
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- ### EXISTING UTILITIES - SEE SITE PLAN
1. UNDERGROUND GASOLINE STORAGE TANKS.
  2. PAY TELEPHONE.
  3. EXISTING POWER POLE AND GUY WIRES TO REMAIN.
  4. TRANSFORMER ON PAD.
  5. EXISTING SPEAK DISTRIBUTION BOX TO REMAIN.
  6. SAW CUT AND MATCH CONCRETE PAVEMENT WITH EXISTING PAVEMENT AT LOCATION SHOWN.
  7. VOID RESERVES FOR GASOLINE TANKS (SEE GASOLINE TANK PLANS).
  8. REMAINING WALL.
  9. CONCRETE APPROX.
  10. CHANGE TYPE (SEE SHEET C3).
  11. LIFT STATION (SEE SHEET C3).
  12. 24" THICK CONCRETE PAD (3,500 PSI) FOR ENGLOR FINDERLESS ASSEMBLY GASOLINE PUMP (MPS) TYP. OF (6).
  13. RETAINING WALL AT COMPRESSOR ENCLOSURE.
  14. METER AND BACKFLOW PREVENTER (SEE SHEET C3).
  15. REMAINING WALL.
  16. IRRIGATION WELL (SEE IRRIGATION PLAN L2).
  17. HANDICAP RAMP.
  18. SIGN TRIANGLE.
  19. ACCESSIBLE ROUTE.

### COUNTY NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ANY TRAFFIC SLOW DOWN EQUIPMENT INCLUDING BUT NOT LIMITED TO FIBER, LOOP CHAINS, PULL BOLTS, CONE, TRAFFIC SIGNS AND CONES. ANY ITEMS DAMAGED BY THE CONTRACTOR WILL BE RESTORED TO THEIR ORIGINAL CONDITIONS UNLESS OTHERWISE AGREED UPON BY THE COUNTY TRAFFIC ENGINEER.

REFER TO SHEET C8 FOR GENERAL NOTES, SPECIFICATIONS, AND LEGENDS, IN ADDITION TO SITE-SPECIFIC NOTES AND REQUIREMENTS.

### SEMINOLE COUNTY #1 APPROVAL STAMP

PROPERTY APPROVAL NUMBER 17-21-20-504-000-0010

SEMINOLE COUNTY APPROVAL FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFICIENCIES IN THE PLANS OR THE FACILITY AS CONTRACTED WHICH RESULTS IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THESE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.

APPROVED: \_\_\_\_\_

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

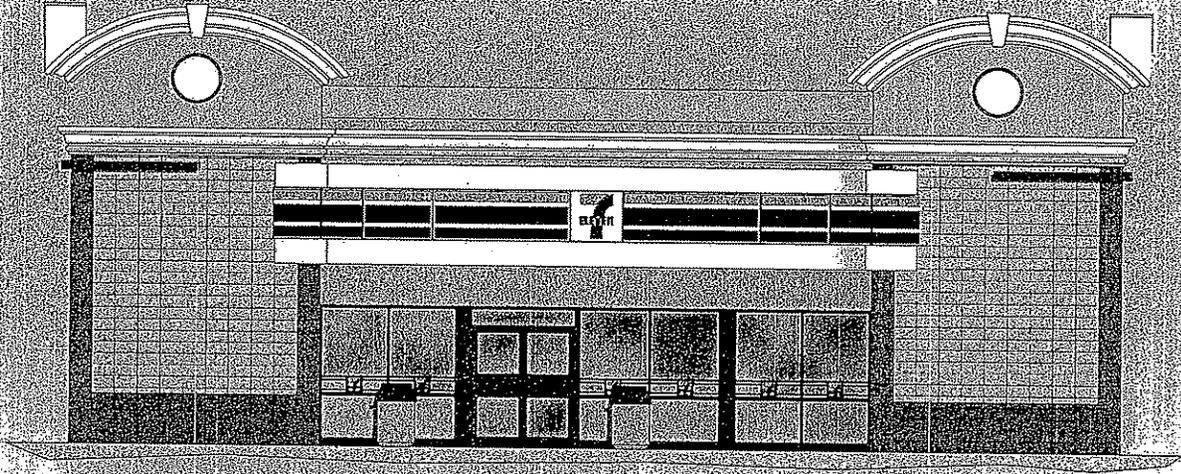
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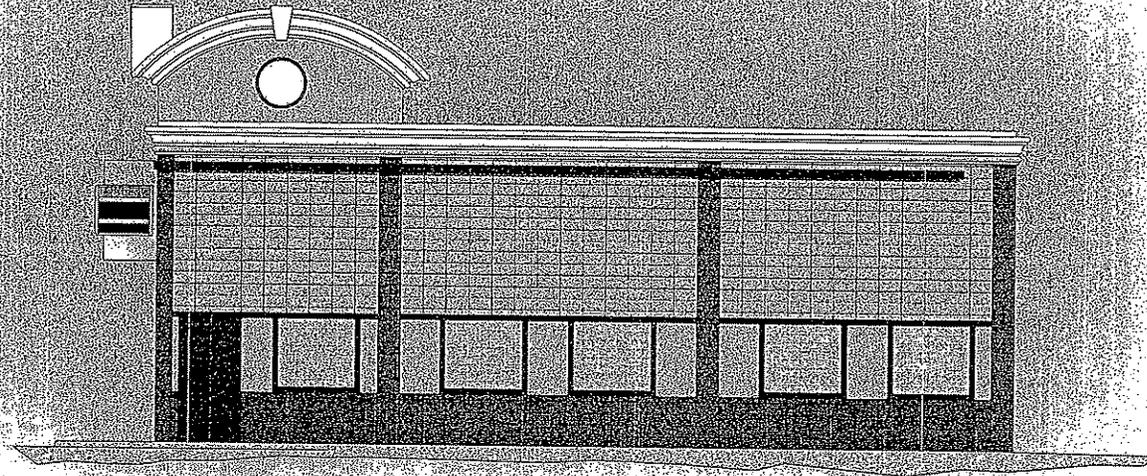
PROJECT NO: 2005-0922  
DATE: 02-04-06

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SITE DIMENSION PLAN



FRONT ELEVATION



SIDE ELEVATION



7-Eleven  
BEAR LAKE  
SEMINOLE COUNTY, FLORIDA

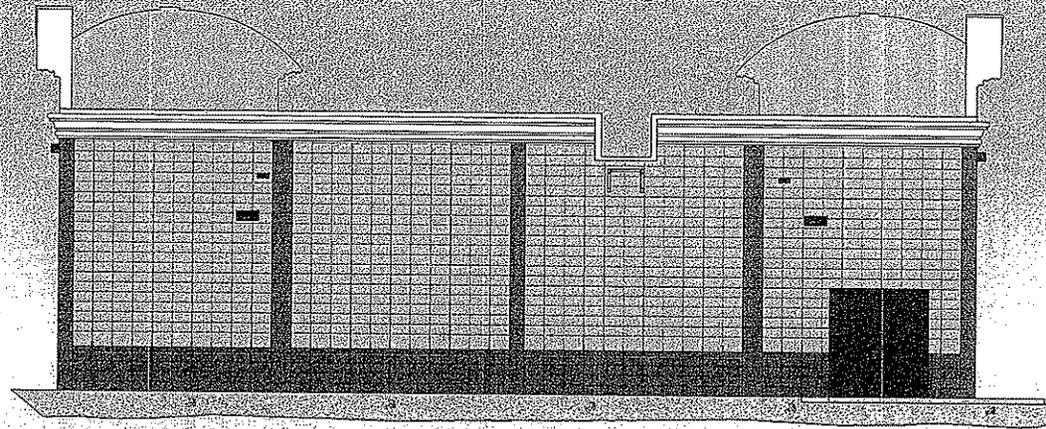
THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED.  
THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING, AND TO THEN REFER TO THE ACTUAL COLOR OR MATERIAL SAMPLES PROVIDED.

**INTERPLAN** LLC

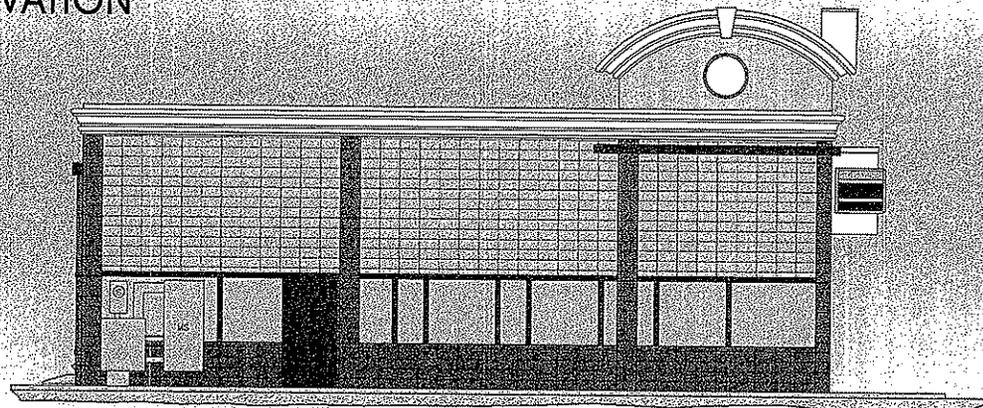
ARCHITECTURE • ENGINEERING • INTERIOR DESIGN • PROJECT MANAGEMENT

INTERPLAN NO. 2006.0151

04-14-06



BACK ELEVATION



SIDE ELEVATION



**7-Eleven**  
BEAR LAKE  
SEMINOLE COUNTY, FLORIDA

THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED. THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING, AND TO THEN REFER TO THE ACTUAL COLOR OR MATERIAL SAMPLES PROVIDED.



INTERPLAN NO. 2006.0151  
04-14-06

**ADDENDUM #3**  
**To The**  
**Mirror Lake Commercial Center PCD**  
**Final PCD Master Plan**  
**Developer's Commitment Agreement**  
**Commitments, Classifications and District Description**  
**(Amended by the Board of County Commissioners on August 08, 2006)**

It is hereby ordered that the Site Plan for Lot One, the 7-Eleven at Bear Lake Road, as indicated on the attached site plan (Exhibit A), and further described by the attached architectural elevations (Exhibit B) is hereby incorporated into the Mirror Lake Commercial Center PCD, Final PCD Master Plan Developer's Commitment Agreement, Commitments, Classifications and District Descriptions.

**I. STATEMENT OF BASIC FACTS**

- A. Total Area: Lot One - 1.60 Acres
- B. Zoning: Planned Commercial Development (PCD)
- C. Future Land Use Designation: Planned Development (PD)
- D. Building Area: 2,940 square feet
- E. 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.

**II. OPEN SPACE CALCULATIONS**

- A. Total Land Area: 1.60 acres

Required Open Space: 25% (1.60) AC (.25) = 0.40 acres min.

OPEN SPACE PROVIDED.....64 acres

TOTAL OPEN SPACE.....0.39%

**III. BUILDING SETBACKS**

North (SR 436).....158 feet  
 West (Bear Lake Road).....87 feet  
 Eastern (Side).....70 feet  
 Southern (Side).....109 feet

**IV. BUILDING HEIGHT**

The maximum height of any structures shall not exceed thirty-five (35) feet.

## **V. DEVELOPMENT COMMITMENTS**

All development commitments stated in Addendum 2 to the Developer's Commitment Agreement including the following:

Delivery times to the restaurant and commercial establishments shall be limited from 7 a.m. to 9 p.m. However, on Lot 1 of Mirror Lake Commercial Subdivision (PB 10 PG 46), 24-hour delivery shall be permitted subject to such deliveries being made through primary building entrances on the north, east, or west sides of the building, and no access from the south. Delivery trucks entering the site between 9 p.m. and 7 a.m. shall be limited to 25 feet in length. No delivery trucks shall access Lot 1 from Bear Lake Road. All ingress and egress of delivery trucks for Lot 1 shall be from Semoran Blvd.

Done and Ordered this 8<sup>th</sup> day of August, 2006.

By: \_\_\_\_\_  
Carlton D. Henley  
Chairman  
Seminole County Board of County Commissioners

**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, the owner, Florida Conference Association of Seventh Day Adventists, 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

\_\_\_\_\_  
Randy R. Reynolds  
Vice President

\_\_\_\_\_  
Witness

**STATE OF FLORIDA**

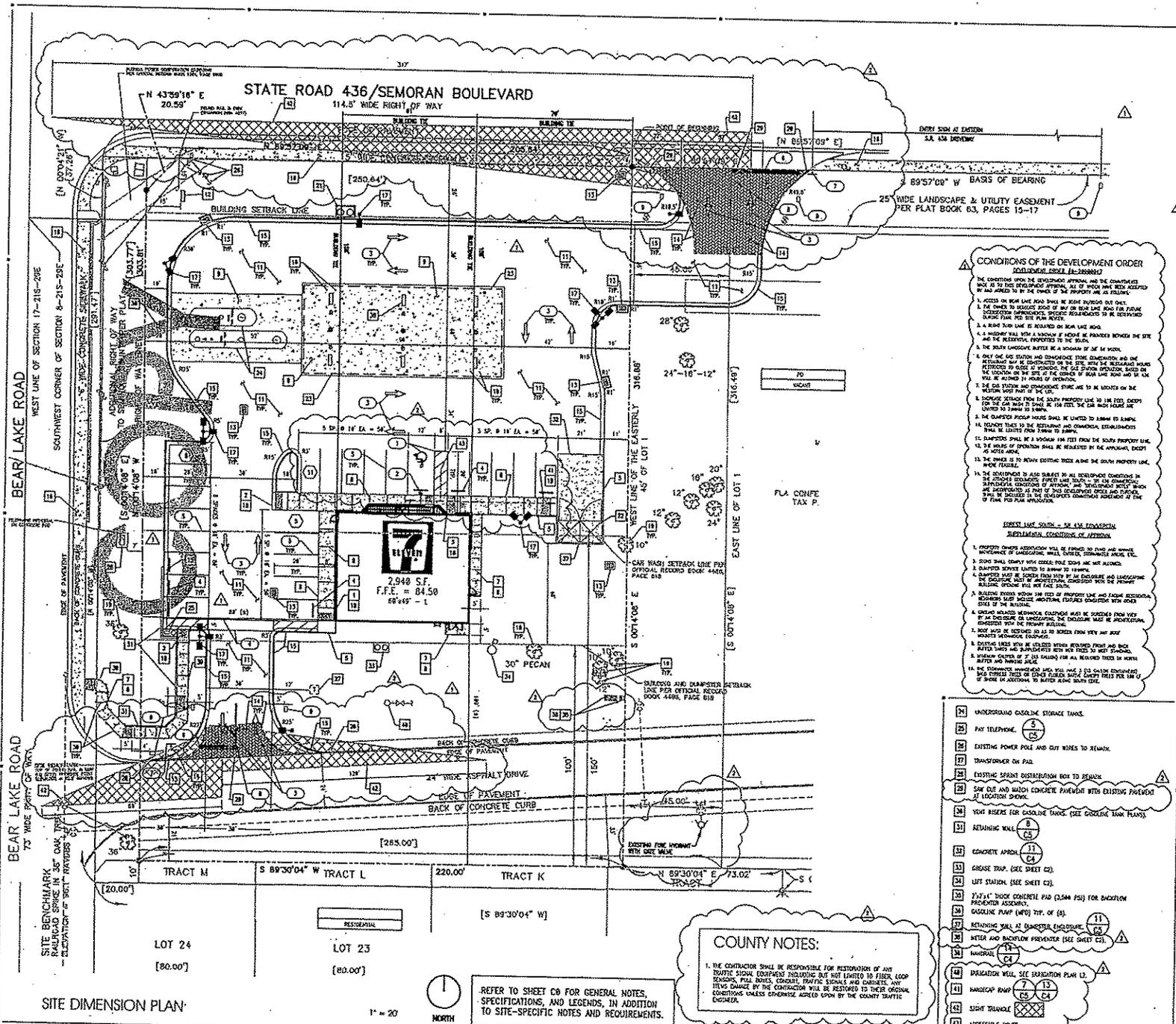
**COUNTY OF SEMINOLE**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Randy R. Reynolds, who is personally known to me or who has produced \_\_\_\_\_ as identification and who executed the foregoing instrument.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2006.

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

My Commission Expires:



**TRAFFIC CONTROL & SIGNAGE**

- 1) HANDICAP PARKING AND STOPPING (1 C4)
- 2) HANDICAP SIGN (1 PLACE) (2 C4, 16 C4)
- 3) PAVEMENT MARKINGS (3 C4)
- 4) DRIVEWAY STRIPING (FOOT INCHES 13344)
- 5) 3" WHITE PLANT STRIPING
- 6) 2" WHITE STOP BAR PAINTED
- 7) 36" STOP SIGN (R1-1) (19 C4)
- 8) 4" DOUBLE YELLOW PAINTED STRIPING
- 9) ENTRY SIGN

ALL TRAFFIC CONTROL SIGNAGE SHALL CONFORM TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.

**SITE NOTES**

- 1) CORNER HANDICAP SIGN (4 C4, 13 C4)
- 2) HANDICAP SIGN (16 C4, 13 C4)
- 3) SIDEWALK HANDICAP SIGN (18 C4, 13 C4)
- 4) WHEEL STOP (2 PLACES) (7 C4)
- 5) 4" CURB (8 C4)
- 6) MONUMENTAL CURB AND SIDEWALK (8 C4)
- 7) CONCRETE BULK (9 C4)
- 8) CONCRETE BULK EXPANSION JOINTS AND SCORE MARKS (9 C4)
- 9) CONCRETE (REFER TO GASOLINE TANK PLAN), INSTALLED BY GASOLINE CONTRACTOR
- 10) BOLLARD (SEE GASOLINE TANK PLAN FOR PLACEMENT)
- 11) 8" THICK CONCRETE PAVEMENT (PLAN P51) (12 C4)
- 12) 7'-ELEVATION 1/4" SLOPE (BY SIGN CONTRACTOR) (5 C5)
- 13) DRAINAGE STRUCTURE (SEE SHEET C3)
- 14) SAW CUT AND REMOVE CURBING AND PAVEMENT OF EXISTING DRIVEWAY FOR INSTALLATION OF NEW DRIVEWAY
- 15) FOOT CURB 7" CURB AND GUTTER (15 C4)
- 16) EXISTING SIDEWALK TO REMAIN
- 17) LIGHT POLE (TOP), (SEE SITE LIGHTING PLAN)
- 18) INSTALL DETECTABLE WARNING SURFACE IN THIS AREA, EXTEND TO LIMITS SHOWN
- 19) EXISTING TREES TO REMAIN (SEE LANDSCAPE PLAN)
- 20) MATCH EXISTING CURB AT LOCATION SHOWN
- 21) ASB AND VACUUM (PUB) ADJACENT TO CURB (4 C5)
- 22) DRAINAGE ENCLOSURE (2 C5, 3 C5)
- 23) ASBESTOS CEMENT CONDUIT, 1.5" (RICK) CLEAR HEIGHT

**CONDITIONS OF THE DEVELOPMENT ORDER**

1. ACCESS TO HIGHWAY SHALL BE MAINTAINED AT ALL TIMES.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES ON THE SITE.
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**STREET LIGHTING - SEE L&S DRAWING**

1. STREET LIGHTING SHALL BE PROVIDED AT ALL CORNERS AND INTERSECTIONS.
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**UNDERGROUND CASING STORAGE TANKS**

- 24) UNDERGROUND CASING STORAGE TANKS
- 25) PAY TELEPHONE (2 C5)
- 26) EXISTING POWER POLE AND CUT WIRES TO REMAIN
- 27) TRANSFORMER ON POLE
- 28) EXISTING SPREAD DISTRIBUTION BOX TO REMAIN
- 29) SAW CUT AND MATCH CONCRETE PAVEMENT WITH EXISTING PAVEMENT AT LOCATION SHOWN
- 30) SAW CUT AND MATCH CONCRETE PAVEMENT WITH EXISTING PAVEMENT AT LOCATION SHOWN
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- 99) SAW CUT AND MATCH CONCRETE PAVEMENT WITH EXISTING PAVEMENT AT LOCATION SHOWN
- 100) SAW CUT AND MATCH CONCRETE PAVEMENT WITH EXISTING PAVEMENT AT LOCATION SHOWN

**COUNTY NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ANY TRAFFIC SIGNAL EQUIPMENT INCLUDING BUT NOT LIMITED TO FIBER, LOOP, TRANSFORMER, SIGNAL, TRAFFIC SIGNALS AND SIGNALS. ANY TRAFFIC DAMAGE BY THE CONTRACTOR WILL BE RESTORED TO THEIR ORIGINAL CONDITION UNLESS OTHERWISE AGREED UPON BY THE COUNTY TRAFFIC ENGINEER.

REFER TO SHEET C6 FOR GENERAL NOTES, SPECIFICATIONS, AND LEGENDS, IN ADDITION TO SITE-SPECIFIC NOTES AND REQUIREMENTS.

**INTERPLAN:**

ARCHITECTURAL  
ENGINEERING  
INTERIOR DESIGN  
PROJECT MANAGEMENT

AN 00433  
CA 04

933 LEE ROAD, FIRST FLOOR  
GALVESTON, TEXAS 77551  
PH: 409.443.5500  
FX: 409.226.912

NAME:  
CORPORATE:

**EXHIBIT B**



**7-ELEVEN, INC.**  
STORE # 3364C  
3830 EAST 8th AVE  
APOPKA, FLORIDA

**SEMINOLE COUNTY #1 APPROVAL STAMP**

PROPERTY ADDRESS: 17-21-21-331-888-0111  
APPROVED FOR CONSTRUCTION

SEMINOLE COUNTY  
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC COMPLIANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO VERIFY ANY VIOLATIONS OF THE PLANS ON THE DATE OF CONSTRUCTION WHICH RESULTS IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. EMERGENCIES, UNFORSEEN OCCURRENCES OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS, NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.

APPROVED:

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE:

PROJECT NO. 2005-0023  
DATE: 03-04-04

C1

**ADDENDUM 2**  
To The  
**Mirror Lake Commercial Center PCD**  
**Final PCD Master Plan**  
**Developer's Commitment Agreement**  
**Commitments, Classifications and District Description**  
(Amended by the Board of County Commissioners on October 25, 2005)

**ADDENDUM #2**

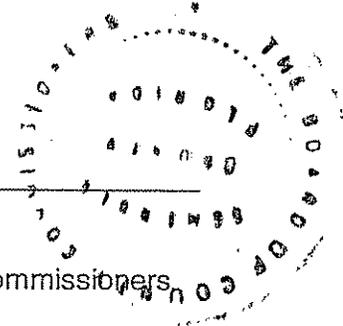
On October 11, 2005, the Board of County Commissioners of Seminole County issued this Addendum 2 to the Mirror Lake Commercial Center PCD Final PCD Master Plan Developer's Commitment Agreement Commitments, Classifications and District Description ("DCA"), amending such DCA to the extent provided herein. Any provision of the DCA not specifically amended herein, or by Addendum 1, shall remain in effect.

**10. DEVELOPMENT COMMITMENTS**

- (10) Delivery times to the restaurant and commercial establishments shall be limited from 7 a.m. to 9 p.m. However, on Lot 1 of Mirror Lake Commercial Subdivision (PB 10 PG 46), 24-hour delivery shall be permitted subject to such deliveries being made through primary building entrances on the north, east, or west sides of the building, and no access from the south. Delivery trucks entering the site between 9 p.m. and 7 a.m. shall be limited to 25 feet in length. No delivery trucks shall access Lot 1 from Bear Lake Road. All ingress and egress of delivery trucks for Lot 1 shall be from Semoran Blvd.

Done and Ordered this 11<sup>th</sup> day of October, 2005.

By: Carlton D. Henley  
Carlton D. Henley  
Chairman  
Seminole County Board of County Commissioners

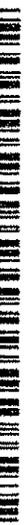


RETURN TO SANDY McCANN

Mirror Lake Commercial PCD Developer's Commitment Agreement  
Addendum #2  
October 11, 2005

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

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 06223 Pgs 1348 - 1349; (2pgs)  
CLERK'S # 2006069030  
RECORDED 05/01/2006 08:07:28 AM  
RECORDING FEES 18.50  
RECORDED BY J Eckenroth



**OWNER'S CONSENT AND COVENANT**

COMES NOW, the owner, Florida Conference Association of Seventh Day Adventists, 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.

[Signature]  
Witness

[Signature]  
GLENN CARTER, Vice-President  
FLA CONFERENCE ASSOCIATION  
OF SEVENTH DAY ADVENTISTS  
Property Owner

[Signature]  
Witness

STATE OF FLORIDA  
*Orange*  
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 GLENN CARTER, who is personally known to me or who has produced \_\_\_\_\_ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of April, 2006.

[Signature]

Notary Public, in and for the County and State  
Aforementioned



Aletha C Nee  
My Commission DD337919  
Expires September 09, 2008

My Commission Expires:

RETURN TO SANDY MCC/ Y

1419 May 2002  
BTR RB 2001

MIRROR LAKE COMMERCIAL CENTER PCD  
(f/k/a Bear Lake Road PCD)

**FINAL PCD MASTER PLAN  
DEVELOPER'S COMMITMENT AGREEMENT  
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On the ~~14<sup>th</sup>~~ <sup>15<sup>th</sup></sup> day of May, 2002, the Board of County Commissioners of Seminole County issued this Agreement relating to and touching and concerning the following described property:

1. LEGAL DESCRIPTION

That portion of the SW ¼ of the SW ¼ of Section 8, Township 21 South, Range 29 East, Seminole County, Florida lying Southerly of State Road No. 436.

TOGETHER WITH:

The West ½ of the NW ¼ of Section 17, Township 21 South, Range 29 East, Seminole County, Florida less the South 2,508 feet; also less the East 25 feet and less the right-of-way for Bear Lake Road; subject to a 25 foot right-of-way easement over the South 25 feet of the above described property, and Lots 1-12, inclusive, Mirror Lake Manor, according to Plat recorded in PB 10, Page 46 of the Public Records of Seminole County, Florida, together with the vacated roads.

Less Mirror Lake; for a total of approximately 9.3 +/- acres.

2. PROPERTY OWNER

Florida Conference Association of Seventh Day Adventists

3. REQUESTED DEVELOPMENT APPROVAL

Approval of a Final PCD site plan attached hereto as Exhibit "A" and incorporated herein by reference.

4. STATEMENT OF BASIC FACTS

- A. Total Area: 9.3 acres
- B. Zoning: Planned Commercial Development
- C. Allowable Uses: C-1 uses plus auto parts sales and service; gasoline pumps as an accessory use to a convenience store, and restaurants with drive-thru service.
- D. 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.

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

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2002923039 BK 04489 PG 0818 RECD 08/12/2002 09:18:37 AM RECD BY S Courtney



E. 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.

5. LAND USE BREAKDOWN

USE	AREA (Acres)	% OF SITE
COMMERCIAL BUILDINGS	.92 MAX	9.89
HOME SITES	0.00	0.00
ROADS AND PARKING	4.59 MAX	49.36
STORMWATER MANAGEMENT AREA	2.15	23.12
CONSERVATION (WETLANDS)*	0.00	0.00
ADDITIONAL OPEN SPACE/BUFFERS/LANDSCAPE AREAS	1.64 MIN	17.63
TOTAL	9.3	100.00

\*None included within the PCD zoned land.

6. OPEN SPACE

Maintenance of the open space common areas shall be funded by the Owner or its assigns.

Total Land Area: 9.3 acres

Required Space: 30% = 9.3 acres x 0.30 = 2.79 acres open space

Open Space Provided: 3.79 acres (40.75%)

7. BUILDING SETBACKS

Front 25'  
 Side 0'  
 Rear  
 - 1 Story 75'  
 - 2 Story 115'  
 Maximum Building Height 30'

9. LANDSCAPE & BUFFER CRITERIA

A. Landscaping shall be in conformance with the Seminole County Land Development Code unless otherwise stated in this Agreement.

B. Adjacent to Lots 22, 23 and 24 to the south, the Owner shall install 4 understory trees per 100 lineal feet within the required landscape buffer.

## 10. DEVELOPMENT COMMITMENTS

The following conditions shall be met by the Owner prior to a certificate of occupancy (C.O.) Being issued:

- (1) Access on Bear Lake Road shall be right in/right out only.
- (2) The Owner to dedicate 20' of right-of-way on Bear Lake Road for future intersection improvements.
- (3) A right turn lane is required on Bear Lake Road.
- (4) A masonry wall with a minimum 8' height be provided between the site and the residential properties to the south.
- (5) The south landscape buffer be a minimum of 50' in width.
- (6) Only one gas station and convenience store combination and one restaurant may be constructed on the site, with the restaurant hours restricted to close at midnight. The gas station operation, based on the location on the site at the corner of Bear Lake Road and SR 436 will be allowed 24 hours of operation.
- (7) The gas station and convenience store are to be located on the western most part of the lot.
- (8) Increase setback from the south property line to 100 feet, except for the car wash will be 150 feet. The car wash hours are limited to 7 a.m. to 9 p.m.
- (9) The dumpster pickup hours shall be limited to 8 a.m. to 6 p.m.
- (10) Delivery times to the restaurant and commercial establishments shall be limited from 7 a.m. to 9 p.m.
- (11) Dumpsters shall be a minimum 100 feet from the south property line.
- (12) The hours of operation shall be as requested by the applicant, except as noted above.
- (13) The Owner is to retain existing trees along the south property line, where feasible.
- (14) The development is also subject to all development conditions in the attached documents: "Forest Lake South – SR 436 Commercial: Supplemental Conditions for Approval" and "Development Notes" which are incorporated as part of this Development Order and, further, shall be included in the Developer's Commitment Agreement at time of Final PCD plan application.

## 11. WATER, SEWER AND STORMWATER

**Water:** Water services shall be provided by the existing Seminole County water system. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection standards.

**Sanitary Sewer:** Sanitary sewer shall be provided by the existing Seminole County treatment facilities. Design of lines and pump stations shall conform to all Seminole County and Department of Environmental Protection standards.

**Stormwater:** Stormwater drainage and stormwater management shall be provided on-site according to Seminole County's and the St. Johns River Water Management District's Stormwater regulations.

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

12. PHASING

The project is proposed to be developed in a single phase for infrastructure for all lots. Actual lot development will occur on a lot-by-lot basis as lots are sold. The Owners agree that each lot shall either be supported by existing infrastructure or the Owners shall provide the infrastructure necessary to support the development of each lot.

13. SITE PLAN APPROVAL

The development of each lot is required to undergo PCD Final Master Plan/site plan approval.

14. REPLACEMENT TREES

Replacement trees, as required for the development of individual lots, will be provided at the time of development of each lot.

15. STANDARD COMMITMENTS

(1) Unless specifically addressed otherwise therein, 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.

(2) The conditions upon this development approval and commitment made as to this development approval have been accepted by and agreed to by the Owners of the property.

(3) This Agreement touches and concerns the aforescribed property, and the conditions, commitments, and provisions of this 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 said property have expressly covenanted and agreed to this provision and all other terms and provisions of this Agreement.

(4) The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.

ATTEST

Mary Anne Morse  
Clerk to the Board of County  
Commissioners, Seminole  
County, Florida

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



Daryl G. McLain  
Chairman

Approved for legal  
Sufficiency:

As authorized for execution by the Board  
of County Commissioners at their  
May 14, 2002, regular meeting.

*Karen Casals*  
County Attorney

*Develyn Committed Gmt*  
*Murice Lake Comm. Ctr*

OWNERS' CONSENT AND COVENANT

The undersigned parties hereby agree to the terms and conditions set forth herein this

22nd day of July, 2002:

WITNESSES:

*Anita F. Perez*

Printed Name Anita F. Perez

*[Signature]*

Printed Name Frank McMillan

STATE OF FLORIDA  
COUNTY OF SEMINOLE Orange

The foregoing instrument was acknowledged before me this 22nd day of July, 2002, by Randee R. Reynolds, an individual, who is personally known to me or who produced \_\_\_\_\_ as identification.

\*as Vice President of Florida Conference Association of Seventh-day Adventists, on behalf of the corporation

Signature of Notary Public

*[Signature]*

Frank McMillan

(Print Notary Name)

My Commission Expires:

Commission No.:

Personally known or

Produced Identification

Type of Identification Produced



Frank McMillan  
MY COMMISSION # CC859317 EXPIRES  
August 28, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

FILE NUM 2002923039  
OR BOOK 04488 PAGE 0823

EXHIBIT A