

Item # 62

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: NW 46 PCD - 1ST MAJOR AMENDMENT, Meredith Pickens, Applicant.

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Matthew West **EXT.** 7353

Agenda Date: 10/14/03 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

1. Enact the ordinance to APPROVE the request for a major amendment to the PCD Master Plan and authorize the Chairman to execute the Addendum #1 to Developer's Commitment Agreement for NW 46 PCD, located east of Oregon Ave., west of I-4, 1/2 mile north of SR 46 (Meredith Pickens, applicant); or
2. DENY the request for a major amendment to the PCD Final Master Plan and Developer's Commitment Agreement for NW 46 PCD, based on findings made at the meeting; or
3. CONTINUE the item until a date certain.

(District 5 – Commissioner McLain)

Matthew West, Planning Manager

BACKGROUND:

The applicant, Meredith Pickens, requests approval of a major amendment to the Final PCD Master Plan and Developer's Commitment Agreement for NW 46 PCD, to allow agricultural uses such as cattle grazing in order to obtain an agricultural tax exemption for the property prior to development as a commercial site. The currently approved Final Master Plan and Developer's Commitment Agreement allows the property owner to develop approximately 503,000 square feet of commercial, office and warehouse space on 55.05 acres. The project will accommodate a wide variety of retail and professional office uses. Warehouse use will be allowed as a primary use in only 3 of the 10 proposed buildings, totaling approximately 230,000 square feet or 46 percent of total floor area. In all other buildings, storage would be limited to an auxiliary use serving permitted commercial uses. Prohibited uses include communication towers, adult entertainment

Reviewed by:
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>ph130pdp01</u>

and billboards. The Board approved the Preliminary PCD plan on August 14, 2001 and the original final master plan was approved by the Board on November 26, 2002.

The property was rezoned from C-2, RM-3 and A-1 to C-2 on July 9, 1987. Since that time agricultural uses have not been permitted on the subject property. It was originally associated with a Development of Regional Impact application known as Sweet Gum Lake which was never finalized.

This is a unique request because the applicant is asking to insert agricultural uses in an area which has not been zoned for such uses for over 16 years. The Land Development Code (Section 30.26(a)) allows existing agricultural uses to continue after rezoning to a non-agricultural zoning category, but in this case, the applicant is rezoning to allow an agricultural use where it was not permitted before. From a planning standpoint, the requested use is not incompatible, but it is a significant policy decision to introduce agricultural uses on land that did not permit them in the past. By approving this request, the Board may be setting a precedent which will encourage similar requests throughout the County. Also, the definition of Commercial Land Use contained in Vision 2020 (the Seminole County Comprehensive Plan) Future Land Use Element does not list agricultural uses as a permitted use or a use by special exception. Therefore by virtue of that fact, staff has interpreted the introduction of agricultural uses on property assigned a Commercial designation is not permitted.

Also, several years ago, the Board adopted an ordinance to address temporary agricultural uses in PUD. At the time, there was discussion of allowing temporary agricultural uses to be started after a rezoning action, but the Board adopted an ordinance that only permits the continuation of temporary agricultural uses that existed prior to the zoning action.

While the requested agricultural uses would not have an adverse impacts on facilities, services, or adjacent properties, staff is concerned that opportunities to save the trees on the site will be lost if it is cleared for pasture. Without having the benefit of final engineering plans for the proposed commercial development, it will be difficult to determine which trees could be saved and should be left if the agricultural uses are permitted. In the absence of final approved engineering plans for the proposed commercial project, staff will request that a minimum fifty foot natural buffer be maintained around the perimeter of the project and that no oaks or other hardwoods in excess of 18 inches in diameter be removed for any agricultural use if the Board desires to approve this application.

STAFF RECOMMENDATION:

Staff recommends denial of the attached ordinance and Addendum #1 to the Developer's Commitment Agreement for NW 46 PCD based on its inconsistency with Vision 2020's definition of Commercial.

If the Board approves the request, staff recommends that any approval be subject to 1) agricultural uses being limited to the pasturing/grazing of horses or bovine 2) a minimum fifty foot natural buffer being maintained around the perimeter of the project

and 3) that no oaks or other hardwoods in excess of 18 inches in diameter be removed on the site for said pasturing.

District

Attachments: Ordinance

Addendum to DCA

Exhibit A: Sketch of description

Exhibit B: Location map

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PCD (PLANNED COMMERCIAL DEVELOPMENT DISTRICT) ZONING CLASSIFICATION THE PCD (PLANNED COMMERCIAL DEVELOPMENT DISTRICT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Addendum #1 to the NW 46 PCD Developer's Commitment Agreement," "Development Order #1-20000021," and "NW 46 PCD Developer's Commitment Agreement."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from PCD (Planned Commercial Development District) to PCD (Planned Commercial Development District):

LEGAL DESCRIPTION ATTACHED EXHIBIT A

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing with the Department of State and the recording of the Addendum #1 to the NW 46 PCD Developer's Commitment Agreement in the Official Land Records of Seminole County.

ENACTED this 14th day of October, 2003.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Daryl G. McLain
Chairman

EXHIBIT "A"
Legal Description of Property

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N 89°38'35" E along the South line of said East 1/2 for a distance of 25.00 feet to the East Right-of-Way line of Oregon Avenue; thence run N 00°12'27" W along said East Right-of-Way line for a distance of 690.63 feet to the POINT OF BEGINNING; thence continue N 00°12'27" W along said East Right-of-Way line for a distance of 1308.78 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N 89°20'41" E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N 00°39'19" W along said Easterly line for a distance of 100.00 feet to the South line of Borrow Pit No. 2 (retention pond); thence run N 89°20'41" E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N 32°35'43" E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N 89°16'23" E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of-way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S 32°47'00" W; thence run Southwesterly along said Westerly Right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N 37°21'01" W along said Northeasterly line and said Westerly Right-of-Way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S 24°30'21" W; thence run Southwesterly along said Westerly Right-of-Way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet; thence run S 24°00'12" W along said Westerly Right-of-Way line for a distance of 1355.40 feet; thence run S 89°38'22" W for a distance of 243.58 feet; thence run N 00°21'38" W for a distance of 157.35 feet; thence run N 90°00'00" W for a distance of 816.93 feet to the POINT OF BEGINNING.

Containing 55.050 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**Addendum #1
To The NW 46PCD
Developer's Commitment Agreement**

On October 14, 2003, the Board of County Commissioners of Seminole County issued this Amendment to the "NW 46 PCD Final Master Plan Developer's Commitment Agreement" (the "PCD"):

I. Additional Commitments/Restrictions

Agricultural uses shall be permitted subject to the following conditions:

- 1) Agricultural uses are limited to the pasturing/grazing of horses or bovine.
- 2) A minimum fifty foot natural buffer must be maintained around the perimeter of the property.
- 3) No oaks or other hardwoods in excess of 18 inches in diameter may be removed from the site.

Done and Ordered this 14th day of October, 2003.

By: _____
Daryl G. McLain
Chairman
Seminole County Board of County Commissioners

Attest:

Maryanne Morse
Clerk to the Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the Developer, NW 46, Ltd., on behalf of itself, its agents, successors, assigns and 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.

WITNESSES:

OWNER:

NW 46, LTD., a Florida limited partnership

By: SCHRIMSHER INVESTMENTS CORPORATION, a Florida Corporation, its general partner

Witness (Sign and print name)

By: _____
J. Steven Schrimsher,

Title: President
(Corporate Seal)

Witness (Sign and print name)

Acknowledgement

STATE OF }
COUNTY OF }

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by J. Steven Schrimsher, as President of Schrimsher Investments Corporation, a Florida Corporation, the general partner of NW 46 LTD., a Florida limited partnership, who is personally known to me or who has produced his/her Driver's License as identification.

Notary Public
Print Name:
My Commission expires:

FILE # Z2001-026

DEVELOPMENT ORDER # 1-20000021

SEMINOLE COUNTY DEVELOPMENT ORDER

On August 14, 2001, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit "A" (the "Property")

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: NW 46, LTD ("Owner")

Project Name: NW 46 REZONING and Preliminary PCD Master Plan

Requested Development Approval: Rezoning from C-2 zoning classification to PCD zoning classification and approval of Preliminary PCD Master Plan as shown on attached Exhibit "B".

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 Property.

Prepared by: CINDY MATHENY, SENIOR PLANNER 1101 East First Street Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT CLERK OF SEMINOLE COUNTY BK 04183 PG 1381 FILE NUM 2001756484 RECORDED 10/02/2001 10:29:42 AM RECORDING FEES 42.00 RECORDED BY M Nolden

RETURN TO SANDY McCANN

BK 274 Pg 1111. 1

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) Except as set forth herein, 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:

1. At the time of Final PCD Master Plan approval, the Applicant shall provide a rendering specifying the typical location and dimensions of any proposed loading docks.
2. Amenities located within open space areas shall be determined at the time of Final PCD Master Plan approval.
3. Storage and similar uses may be a primary use in Buildings A, F, and G only, and may be an ancillary use, e.g. office/showroom, elsewhere.
4. There shall be no outside amplification of sound.
5. Lighting shall be limited to 20 feet in height, including fixtures, and shall utilize cut-off/shoebox style fixtures. Lighting shall not exceed 0.5 foot-candle at the Oregon Avenue property line, and at the north property line adjacent to Building "J".

6. The Owner shall construct sidewalks within the project to facilitate pedestrian movements. Location of sidewalks shall be finalized at time of Final PCD Master Plan approval.
7. The internal sidewalk system shall be connected to the sidewalks along Oregon Avenue.
8. No searchlights may be utilized.
9. In the event the actual mix of land uses and project square footage constructed on the property exceeds the applicable DRI thresholds for multi-use developments, as set forth in F.S. 380.0651, as amended, the Applicant shall, prior to exceeding such threshold, either;(i) obtain a binding letter from the Florida Department of Community Affairs determining that the project is not required to undergo DRI review; or (ii) comply with the DRI permitting requirements of F.S. 380.06. Furthermore, material changes in the projected land use mix may require reconsideration of concurrency vesting.
10. The project may utilize 5:1 site slopes provided the design is found acceptable by Development Review staff at time of Final PCD Master Plan review

(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 the 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.

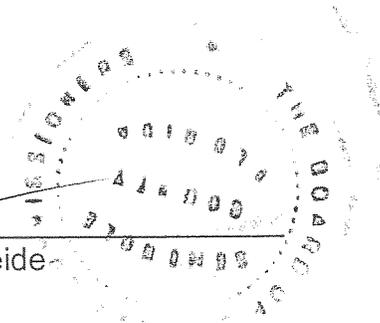
(5) **SEVERABILITY.** If any provision of this Development Agreement, or its application to any person, entity, or circumstances is specifically held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Development Agreement and the application of the provisions hereof to other persons, entities, or circumstances shall not be affected thereby, and, to that end, this Development Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest.

Done and Ordered on the date first written above.



By:

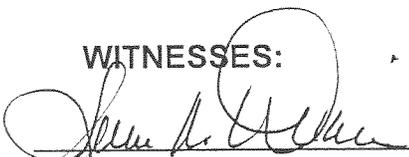
Dick Van Der Weide
Chairman

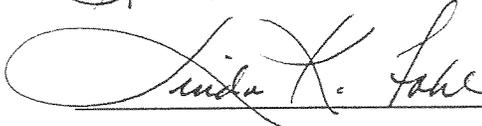


OWNER'S CONSENT AND COVENANT

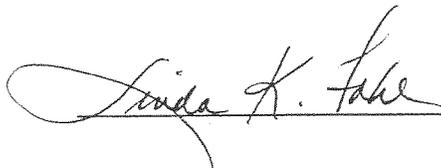
COMES NOW, the owner, NW 46, Ltd., a Florida limited partnership, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

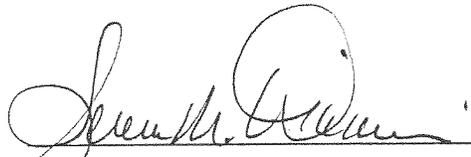
WITNESSES:

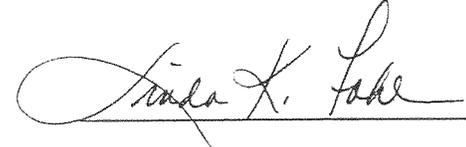






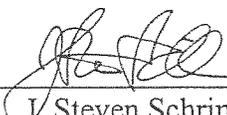




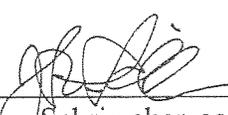


NW 46, LTD., a Florida limited partnership

By: SCHRIMSHER INVESTMENTS CORPORATION, a Florida corporation, a general partner

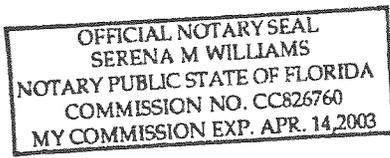
By: 
 J. Steven Schrimsher, President

By: 
 J. Steven Schrimsher, as Attorney-In-Fact for Jerome L. Youderian and Lona S. Youderian, his wife, pursuant to the Power of Attorney recorded December 30, 1996 in Official Records Book 3178, Page 200 of the Public Records of Seminole County, Florida.

By: 
 J. Steven Schrimsher, as Attorney-In-Fact for JLY Group Limited, a Florida limited partnership, pursuant to the Power of Attorney recorded December 30, 1996 in Official Records Book 3178, Page 204 of the Public Records of Seminole County, Florida.

STATE OF FLORIDA)
COUNTY OF ORANGE)

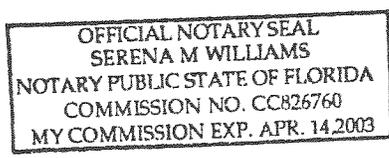
The foregoing instrument was acknowledged before me this 29th day of August, 2001 by J. Steven Schrimsher, President of Schrimsher Investments Corporation, a Florida corporation, a general partner of NW 46, Ltd., a Florida limited partnership, who is personally known to me ~~or who has produced~~ _____ as identification and who (did/did not) take an oath.



[Signature]
NOTARY PUBLIC
Serena M. Williams
Typed or Printed Name of Notary
My commission expires:
Serial No., if any?:

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 29th day of August, 2001 by J. Steven Schrimsher, as Attorney-in-fact for Jerome L. Youderian and Lona S. Youderian, his wife, pursuant to the Power of Attorney recorded December 30, 1996 in Official Records Book 3178, Page 200 of the Public Records of Seminole County, Florida. who is personally known to me ~~or who has produced~~ _____ as identification and who (did/did not) take an oath.

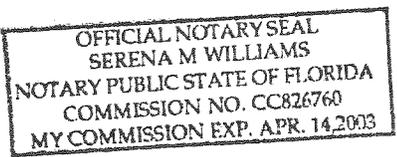


[Signature]
NOTARY PUBLIC
Serena M. Williams
Typed or Printed Name of Notary
My commission expires:
Serial No., if any?:

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 24~~th~~ day of August, 2001 by J. Steven Schrimsher, as Attorney-In-Fact for JLY Group Limited, a Florida limited partnership, pursuant to the Power of Attorney recorded December 30, 1996 in Official Records Book 3178, Page 204 of the Public Records of Seminole County, Florida. who is personally known to me ~~or who has produced~~ _____ as identification and who (did/did not) take an oath.

Serena M. Williams
NOTARY PUBLIC



Serena M. Williams
Typed or Printed Name of Notary
My commission expires:
Serial No., if any?:

THE "PROPERTY"

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N 89°38'35" E along the South line of said East 1/2 for a distance of 25.00 feet to the East Right-of-Way line of Oregon Avenue; thence run N 00°72'27" W along said East Right-of-Way line for a distance of 690.63 feet to the POINT OF BEGINNING; thence continue N 00°72'27" W along said East Right-of-Way line for a distance of 7308.78 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N 89°20'47" E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N 00°39'79" W along said Easterly line for a distance of 100.00 feet to the South line of Borrow Pit No. 2 (retention pond); thence run N 89°20'41" E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6779.65 feet and a chord bearing of N 32°35'43" E; thence run Northeasterly along the arc of said curve through a central angle of 72°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N 89°16'23" E along said North line for a distance of 315.14 feet to a point on the Westerly Right-of-way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S 32°47'00" W; thence run Southwesterly along said Westerly Right-of-Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N 37°21'01" W along said Northeasterly line and said Westerly Right-of-Way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S 24°30'21" W; thence run Southwesterly along said Westerly Right-of-Way line and along the arc of said curve through a central angle of 07°08'47" for a distance of 179.07 feet; thence run S 24°00'12" W along said Westerly Right-of-Way line for a distance of 1355.40 feet; thence run S 89°38'22" W for a distance of 243.58 feet; thence run N 00°21'38" W for a distance of 157.35 feet; thence run N 90°00'00" W for a distance of 876.93 feet to the POINT OF BEGINNING.

Containing 55.050 acres more or less and being subject to any rights-of-way restrictions and easements of record.

EXHIBIT "A"

RETURN TO SANDY McCANN

NW 46 PCD
DEVELOPER'S COMMITMENT AGREEMENT

On November 26, 2002, 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

See attached Exhibit "A" (the "Property").

(The aforementioned legal description has been provided to Seminole County by the Owner of the Property.)

II. PROPERTY OWNER

The current property owner is NW 46, Ltd., a Florida limited partnership ("Owner").

III. STATEMENT OF BASIC FACTS

- A. Total Acreage: 55.050 acres
- B. Zoning: Planned Commercial Development
- C. Total Floor Area: 503,050 square feet
- D. The Final PCD Master Plan, a reduced copy of which is attached hereto as Exhibit "B" has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement and is incorporated herein.

IV. LAND USE BREAKDOWN

<u>Use</u>	<u>Approximate Square Footage of Building Area</u>	<u>Gross Area of Space</u>	<u>% of Site</u>
Stormwater Management Area (SMA-1)	N/A	12.16 acres	22.09%
Common Areas (Circulation, Road, Canal)	N/A	5.14 acres	9.34%
Building A	81,600 square feet	6.94 acres	12.61%

CERTIFIED COPY
 MARYANNE MORSE
 CLERK OF CIRCUIT COURT
 SEMINOLE COUNTY, FLORIDA
 BY *Cayla Cole*
 DEPUTY CLERK

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2002992931 BK 04833 PG 1830 RECD 12/19/2002 02:42:25 PM RECD BY J. Eskenroth

Building B	30,800 square feet	3.68 acres	6.68%
Building C	46,200 square feet	3.64 acres	6.61%
Building D	38,400 square feet	3.10 acres	5.63%
Building E	50,400 square feet	2.96 acres	5.38%
Building F	72,000 square feet	5.00 acres	9.08%
Building G	71,650 square feet	4.22 acres	7.67%
Building H	22,400 square feet	2.39 acres	4.34%
Building I	44,800 square feet	2.84 acres	5.16%
Building J	44,800 square feet	2.98 acres	5.41%
Total	503,050 square feet	55.05 acres	100%

V. **OPEN SPACE CALCULATIONS**

Open Space shall be provided at an overall rate of 30%, or a minimum of 16.5 acres throughout the entire PCD. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space in the PCD.

Maintenance of the Open Space shall be funded by the Owner.

Total Land Area: 55.050 acres
Open Space Required: $30\% = 55.05 \times 0.30 = 16.5$ acres
Open Space Provided: $16.5 \text{ acres} \div 55.05 \text{ acres} = 30\%$
Minimum 25' Landscape Buffer along Oregon Avenue
Minimum Exterior Landscape Buffer = 10'

Total Open Space 16.5 acres (30% of 55.05 acres)

VI. **BUILDING SETBACKS**

A. Minimum Building Setbacks:

Minimum 25' Exterior PCD Building Setbacks

B. Maximum Building Height 35'

An additional 10% increase in height may be approved by the Planning Manager upon the Owner's submission of acceptable architectural renderings to the County of each building with a proposed additional height.

VII. PERMITTED AND PROHIBITED USES

A. Permitted Uses

Permitted uses shall include those land uses permitted in all commercial zoning classifications, and all commercial uses and commercial services allowed in the commercial land use designation as set forth in the Plan. The uses within the PCD shall focus on the following uses:

- office, business and professional uses
- business office
- retail sales occurring at commercial establishments, commercial centers and shopping centers
- clinics
- drug and sundry stores
- florist and gift shops
- interior decorating and draperies
- retail paint and wallpaper stores
- retail sporting stores
- banks
- furniture stores
- hardware stores
- pet stores
- radio and television sales and service
- veterinary clinics
- furniture warehouse with retail sales
- warehouses (as primary use in buildings A, F & G only and ancillary use elsewhere)
- office showroom
- customary accessory buildings and uses

B. Prohibited Uses

The following uses shall be prohibited: off-site signs (billboards) other than as existing; communication towers; adult entertainment establishments; outdoor storage of parts and supplies; contractor storage yards; alcoholic beverage sales; drive-in restaurants; flea markets; mechanical garages; paint and body shops; service stations; lumberyards; public utilities; hospitals; and nursing homes.

VIII. LANDSCAPE & BUFFER CRITERIA

- A. The Owner shall preserve as many trees as practicable in the western 25' landscape buffer along Oregon Avenue.
- B. The existing detention pond shall feature landscaping and amenities to allow for passive recreation for tenants. The amenities shall include, at a minimum, park benches, picnic tables, an unpaved pedestrian trail, and a fountain.
- C. Landscape material style and size shall conform to Seminole County Land Development Code specifications.

IX. DEVELOPMENT COMMITMENTS

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

- A. The development of the Property shall comply with the Final Master Plan attached hereto as Exhibit "B", except that minor extensions, alterations or modifications of the Plan shall be permitted upon approval by the Planning Manager pursuant to the Land Development Code.
- B. The Owner may install only cut-off lighting fixtures which shall be limited to a maximum height of twenty (20) feet. Lighting shall not exceed 0.5 foot-candles at the Oregon Avenue property line, and at the north property line adjacent to Building "J".
- C. No searchlights shall be used on the site.
- D. The Owner shall construct sidewalks within the project to facilitate pedestrian movements. The internal sidewalk system shall be connected to the sidewalk along Oregon Avenue.
- E. Any building utilizing overhead doors shall be limited to office/warehouse uses with office uses limited to a maximum of 10% of total floor area.
- F. There shall be no outside amplification of sound on the Property.
- G. All permit applications submitted by the Owner or authorized agent(s) shall be reviewed by County staff to ensure compliance with applicable requirements of the Land Development Code, including, but not limited to, fire lanes, parking, landscaping and tree removal. All regulations shall apply unless specifically waived or altered through the Final Master Plan or this Developer's Commitment Agreement.

H. In the event the actual mix of land uses and project square footage constructed on the Property exceeds the applicable DRI thresholds for multi-use developments, as set forth in F.S. 380.0651, as amended, the Applicant shall, prior to exceeding such threshold, either (i) obtain a binding letter from the Florida Department of Community Affairs determining that the project is not required to undergo DRI review; or (ii) comply with the DRI permitting requirements of F.S. 380.06. Furthermore, material changes in the projected land use mix may require reconsideration of concurrency vesting.

X. **PUBLIC FACILITIES**

The Owner has received its Notice of Concurrency Review Test Results, Application Number 21-0122-010-0000, dated October 17, 2001, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to concurrency public facilities are the following:

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. Upon receiving notice by the County of reuse water being available for irrigation, the Owner shall connect to such service, along with paying any applicable connection fees.

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 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 hydrant shall be located according to Seminole County regulations.

XI. **STANDARD COMMITMENTS**

A. 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.

- B. 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 Property.
- C. All obligations, liabilities, and responsibilities incurred by or implied by the Owner by this Agreement shall be assumed by any successors-in-interest of any portion of the Property.
- D. 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 Owner of the property has expressly covenanted and agreed to this provision and all other terms and provisions of the developer's commitment agreement.
- E. In the event any portion of this developer's commitment agreement shall be found to be invalid or illegal, then the remainder of this developer's commitment agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby, and, to that end, this developer's commitment agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest.

XII. INTERPRETATION; RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPER'S COMMITMENT AGREEMENT

In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan attached hereto, the terms and conditions of this Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of this Agreement, the Final Master Plan and Development Order Number 1-20000021, dated August 14, 2001, and recorded in Official Records Book ____, Page ____, Public Records of Seminole County, Florida, the terms of the Development Order shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:

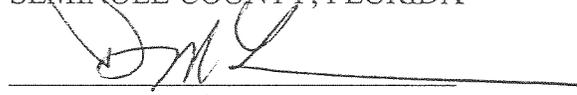


Mary Anne Morse
Clerk to the Board of County
Commissioners, Seminole
County, Florida

NW 46 PC D.

*Development Committee
Agent*

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



Daryl G. McLain
Chairman

As authorized for execution by the
Board of County Commissioners at their
November 26, 2002, regular meeting.

OWNER'S CONSENT AND COVENANT

COMES NOW, the Owner, NW 46, Ltd., a Florida limited partnership, on behalf of itself and its heirs, successors, assigns and 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.

ATTEST:

NW 46, LTD., a Florida limited partnership

Name: Frank L. Schrimsher
Its: Secretary

By: [Signature]
J. Steven Schrimsher, President of
SCRIMSHER INVESTMENTS
CORPORATION,
a Florida corporation,
a general partner of NW 46, Ltd.

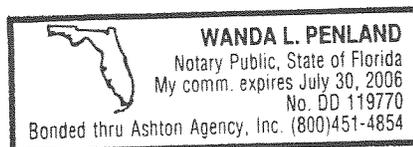
STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 25th day of November, 2002 by J. Steven Schrimsher, as President of NW 46 LTD, and who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.

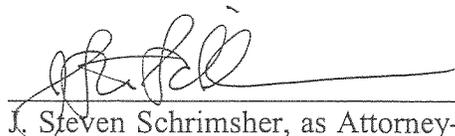
[Signature]
NOTARY PUBLIC

Wanda L. Penland
Typed or Printed Name of Notary
My commission expires:
Serial No.:



OWNER'S CONSENT AND COVENANT

COMES NOW, the Owners, Jerome L. and Lona S. Youderian, on behalf of themselves and their heirs, successors, assigns and transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Developer's Commitment Agreement.

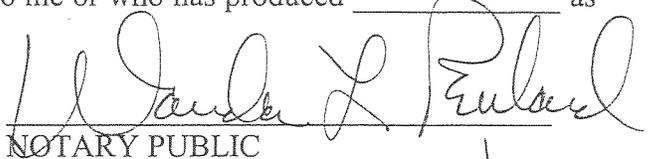


By: J. Steven Schrimsher, as Attorney-In-Fact for Jerome L. Youderian and Lona S. Youderian, his wife, pursuant to the Power of Attorney recorded December 30, 1996 in Official Records Book 3178, Page 200 of the Public Records of Seminole County, Florida

STATE OF FLORIDA)

COUNTY OF ORANGE)

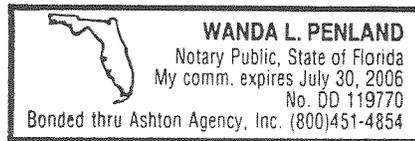
The foregoing instrument was acknowledged before me this 25th day of November, 2002 by J. Steven Schrimsher, as Attorney-In-Fact for Jerome L. Youderian and Lona S. Youderian,, and who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.


NOTARY PUBLIC

Wanda L. Penland
Typed or Printed Name of Notary

My commission expires:

Serial No.:



OWNER'S CONSENT AND COVENANT

COMES NOW, the Owner, JLY Group, Ltd., a Florida limited partnership, on behalf of itself and its heirs, successors, assigns and 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.

ATTEST:

JLY Group LTD., a Florida limited partnership

[Handwritten signature]

By: Steven Schrimsher, as Attorney-In-Fact for JLY Group Limited, a Florida limited partnership, pursuant to the Power of Attorney recorded December 30, 1996 in Official Records Book 3178, Page 204 of the Public Records of Seminole County, Florida

Name: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 25th day of November, 2002 by J. Steven Schrimsher, Attorney-In Fact for JLY Group LTD, and who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.

[Handwritten signature]
NOTARY PUBLIC

Wanda L. Penland
Typed or Printed Name of Notary
My commission expires:
Serial No.:

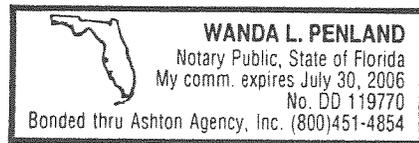


EXHIBIT "A"
Legal Description of Property

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

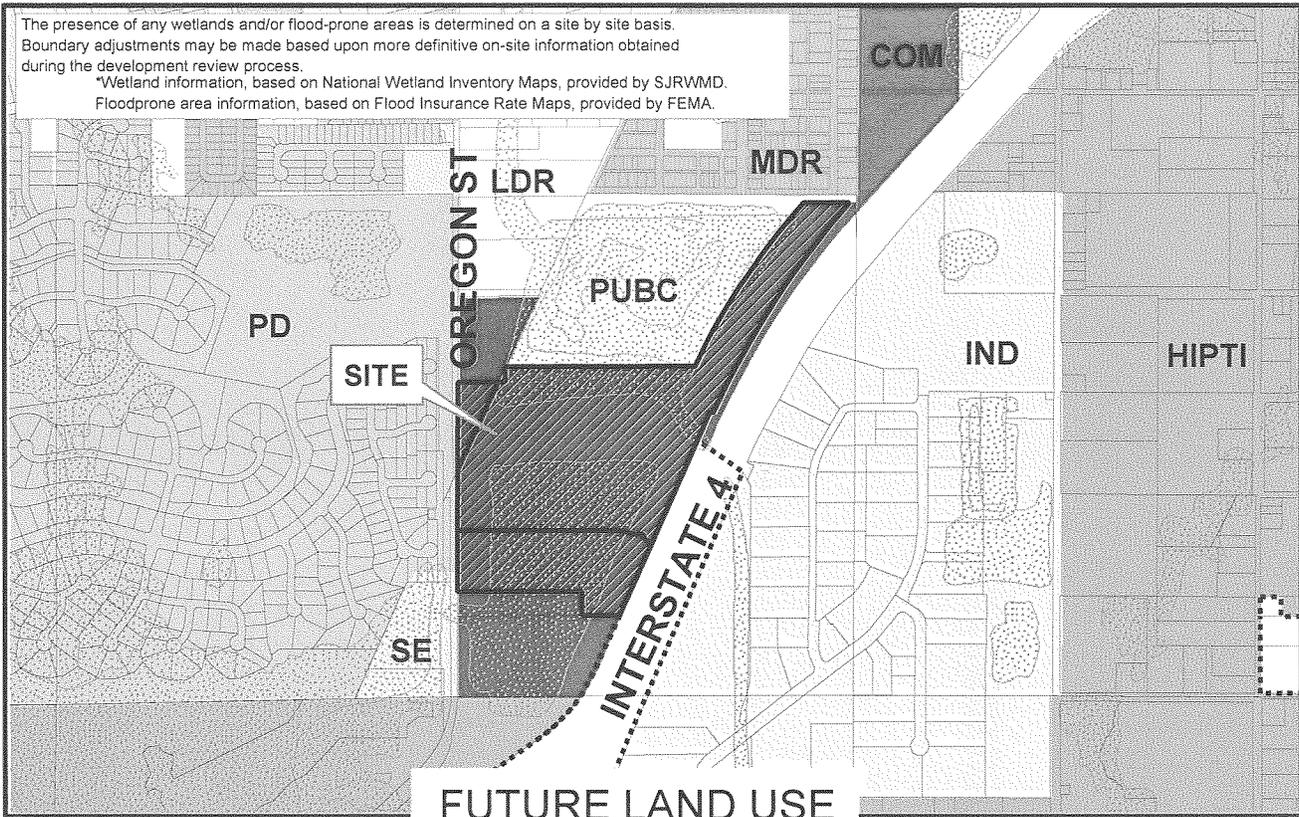
Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N 89°38'35" E along the South line of said East 1/2 for a distance of 25.00 feet to the East Right-of-Way line of Oregon Avenue; thence run N 00°12'27" W along said East Right-of-Way line for a distance of 690.63 feet to the POINT OF BEGINNING; thence continue N 00°12'27" W along said East Right-of-Way line for a distance of 1308.78 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520 , Page 535, of the Public Records of Seminole County, Florida; thence run N 89°20'41" E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N 00°39'19" W along said Easterly line for a distance of 100.00 feet to the South line of Borrow Pit No. 2 (retention pond); thence run N 89°20'41" E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N 32°35'43" E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N 89°16'23" E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of-way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S 32°47'00" W; thence run Southwesterly along said Westerly Right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N 37°21'01" W along said Northeasterly line and said Westerly Right-of-Way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S 24°30'21" W; thence run Southwesterly along said Westerly Right-of-Way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet; thence run S 24°00'12" W along said Westerly Right-of-Way line for a distance of 1355.40 feet; thence run S 89°38'22" W for a distance of 243.58 feet; thence run N 00°21'38" W for a distance of 157.35 feet; thence run N 90°00'00" W for a distance of 816.93 feet to the POINT OF BEGINNING.

Containing 55.050 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT "B"
Reduced Copy of Final Master Plan

FILE NUM 2002992831
OR BOOK 04633 PAGE 1641

The presence of any wetlands and/or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process.
 *Wetland information, based on National Wetland Inventory Maps, provided by SJRWMD.
 Floodprone area information, based on Flood Insurance Rate Maps, provided by FEMA.

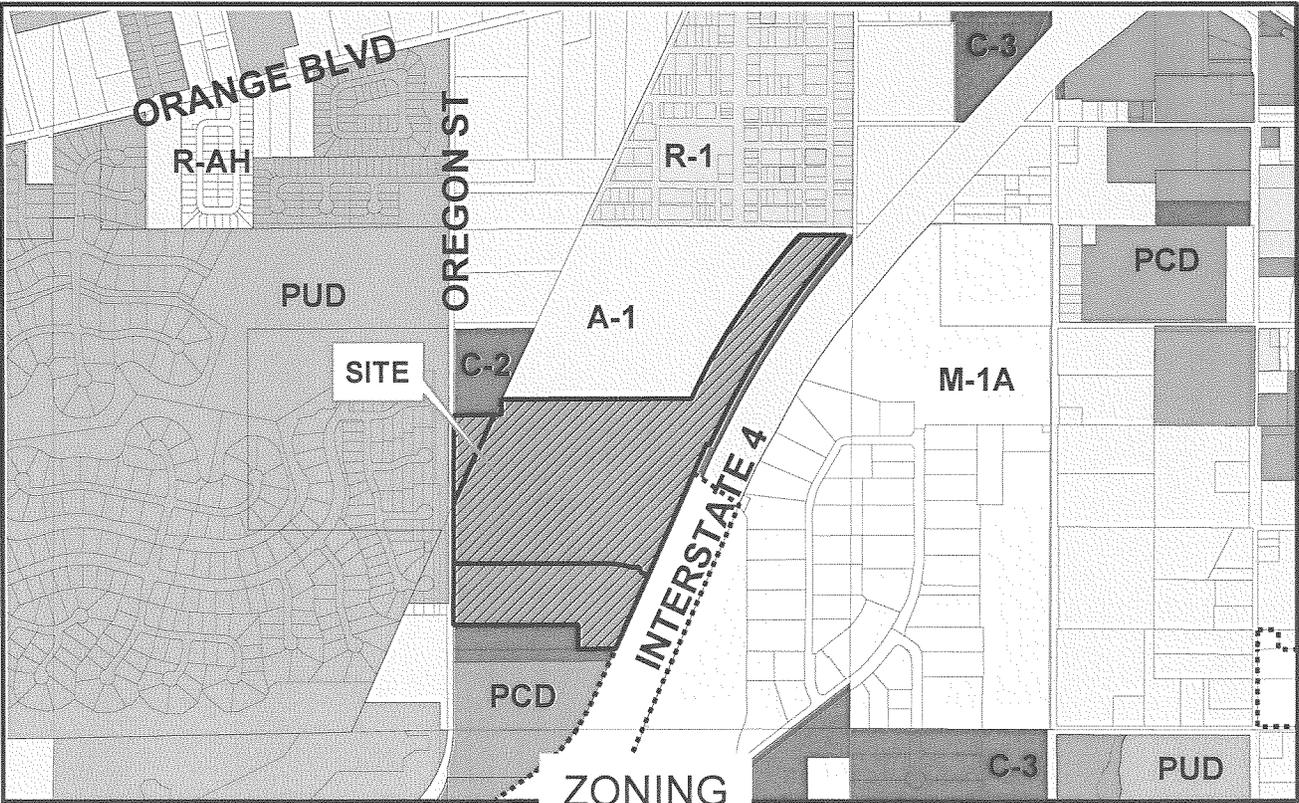


FUTURE LAND USE



Applicant: Meredith Harper-Pickens
 Physical STR: 20-19-30-300-0040-0000
 Gross Acres: +/- 55.05 BCC District: 5
 Existing Use: Single Family Residential
 Special Notes: None

	Amend/Rezone#	From	To
FLU	--	--	--
Zoning	Z2003-039	PCD	PCD



ZONING





Rezone No: Z2003-039
From: PCD To: PCD

-  Parcel
-  Subject Property



February 1999 Color Aerials