

North/South Parcel
Submittal to Sem. County
7/20/98 and 7/23/98

ZOM DEVELOPMENT, INC.
RED BUG LAKE ROAD PCD/PUD
DEVELOPER'S COMMITMENT AGREEMENT
Date Approved by the Board of County
Commissioners: August 11, 1998

I. Legal Description

See Exhibit A for Legal Description

II. Statement of Basic Facts
North and South Parcel

	<u>Total</u>	<u>North</u>	<u>South</u>
Total Acreage:	50.30 Ac.	35.70 Ac.	14.60 Ac.
Total Multi-Family Dwelling Units:	286 DU	286 DU	N/A
Gross Residential Density	11.7 DU/Ac.	11.7 DU/Ac.	N/A
Net Residential Density:	14.6 DU/Ac.	14.6 DU/Ac.	N/A
Total Commercial:	63,984 S.F.	46,560 S.F.	17,424 S.F.
Total Office:	169,771 S.F.	60,000 S.F.	109,771 S.F.

III. Land Use - North Parcel

<u>Tract</u>	<u>Land Use</u>	<u>Acres</u>	<u>Units</u>
1	Multi-Family/Residential	25.7 Ac.	286 DU
2	Office	5.0 Ac.	60,000 S.F.
3	Commercial	5.0 Ac.	46,560 S.F.
Gross Residential Density		11.7 DU/Ac.	11.7 DU/Ac.
Net Residential Density:		14.6 DU/Ac.	14.6 DU/Ac.

IV. Building and Lot Restrictions – North Parcel

(a) Multi-Family Residential: Tract 1

Multiple Family Uses Permitted: Those permitted uses described in the R-3 (Multiple Family Dwelling) Zoning District excluding public elementary schools.

Development shall comply with the R-3 (Multiple Family Dwelling) Zoning District Setback Standards except as noted:

- | | |
|--|------|
| 1) North Property Line Building Setback | 120' |
| 2) East Property Line Building Setback | 120' |
| 3) West Property Line Building Setback | 100' |
| 4) Internal Landscape Buffers (Internal to Tracts) | 10' |

Note: The Clubhouse structure located in Tract 1 may be increased in height to forty (40) feet for architectural design purposes when approved by staff.

(b) Office: Tract 2

Office Uses Permitted: Those permitted, conditional and accessory uses described in the OP (Office Professional) Zoning District excluding elementary, middle and high schools.

Development shall comply with the OP (Office Professional) Zoning District Setback Standards and the Lake Mary Blvd. Gateway Corridor Overlay Standards except as noted.

- | | |
|--|-----|
| 1) Internal Landscape Buffers (Internal to Tracts) | 10' |
|--|-----|

(c) Commercial: Tract 3

Commercial Uses Permitted: Those permitted and conditional uses described in the C-1 (Retail Commercial) Zoning District excluding funeral homes, furniture stores, hardware stores, gasoline pumps as an accessory use, living quarters in conjunction with a commercial use and self-service laundries.

Development shall comply with the C-1 (Retail Commercial) Zoning District Setback Standards and the Lake Mary Blvd. Gateway Corridor Overlay Standards except as noted:

- | | |
|--|-----|
| 1) Internal Landscape Buffers (Internal to Tracts) | 10' |
|--|-----|

V. Vehicle and Pedestrian Circulation System – North Parcel

A. Sidewalk Systems.

1. Developer will provide a sidewalk five (5) feet in width along the south side of the property frontage adjacent to Red Bug Lake Road and the West Side of the property frontage adjacent to Dodd Road.

2. Sidewalks will be provided internally within the North Parcel site boundaries per the Seminole County Land Development Code requirements.

B. Roads

1. All internal roads within the North Parcel shall be public, except for roads located within Tract 1 (Multiple Family site) of the North Parcel which shall be private.
2. All roads shall adhere to Seminole County design and construction standards, unless otherwise noted.

C. Improvements to Existing Roads

1. Developer shall provide the following transportation improvements:
2. Re-stripe Dodd Road north of Red Bug Lake Road to permit left turn storage lane to access Thunder Hollow Apartments.
3. Developer shall install a right turn deceleration lane along North Dodd Road adjacent to Tract 1 of the North Parcel.
4. Developer shall provide public access to the Seminole County Fire Station No. 27, from the adjacent project entrance roadway on the North Parcel and reconstruct/extend the median in Red Bug Lake Road.
5. Developer shall construct a left turn lane and a right turn deceleration lane along Red Bug Road at the entrance to Tract 3 of the North Parcel. Developer shall replace painted separator adjacent to Tract 3 on Red Bug Lake Road with a raised concrete separator.
6. Developer shall install a pedestrian traffic signal for bicycle and pedestrian crossing at Dodd Road and St. Lucie Drive north of the subject site.
7. Developer shall support and contribute the developer's fair share for installation of a traffic signal at Red Bug Lake Road and the Wood Creek Square Commercial Center.

VI. Landscaping and Buffers – North Parcel

A. Landscaping

1. All landscaping shall adhere to the Seminole County Landscape Regulations. Tract 2 and Tract 3 of the North Parcel shall also comply with the Lake Mary Blvd. Gateway Corridor Overlay Standards of the Seminole County Land Development Code except where noted in Section X of this Agreement.

IV
John 8-28-98

2. Tract 2 of the North Parcel shall not require compliance with Active/Passive Buffer Setback Design Standards where abutting Tract 1 of the North Parcel.
3. Within Tract 1 of the North Parcel, canopy trees required in the fifty (50) landscape buffer, adjacent to existing residential development, shall consist of live oaks trees a minimum of 4 inches in diameter at breast height (DBH). Sub-canopy trees shall consist of wax myrtles. Existing plant material shall be retained wherever possible.
4. The developer will coordinate the installation and construction of hardscape and landscape material along the Dodd Road and Red Bug Lake Road right-of-way and will use materials compatible with the brick entrance to Hollowbrook subdivision north of the subject site (along Dodd Road). The developer will replace the wooden portion of the entry wall located south of Biscayne Drive with materials compatible to the project theme.
5. The required plant material specified for the landscape buffer along the north and east property line of Tract 1 adjacent to the existing single-family residential developments will be installed prior to construction of the multi-family units.

VII. Open Space – North Parcel

A. Open Space

Open space shall be provided at a minimum overall rate of 25 percent throughout the entire PUD/PCD. The minimum open space requirement for Tracts 2 and 3 of the North Parcel shall be 30 percent. The minimum open space requirement for Tract 1 of the North Parcel is 40 percent. Open space shall include lakes, landscape buffers, and passive and active recreational areas. Those tracts, which are permitted to utilize the lakes for retention purposes may be permitted to utilize a pro-rata share of the lake/retention areas to calculate open space requirements as defined by the Supplemental District Regulations of the Seminole County Land Development Code. The pro-rata share for all sites shall be submitted in writing to and approved by the Current Planning Manager prior to final site plan approval for any site within the development.

North Parcel

Open Spaced Required	13.2 Acres
Open Spaced Provided	13.2 Acres

VIII. Facility Commitments – North Parcel

A. Drainage and Water Quality:

The minimum impervious area for individual parcels in the PUD/PCD may be transferred between parcels at time of final site plan review provided that the project maintains an overall maximum of 70% impervious area. If the impervious area for an individual parcel exceeds 70%, then a development order shall be executed by the County and the property owner transferring a percentage of their impervious area so that any new land purchaser will be able to monitor the remaining stormwater allocation, or as an alternative, the property owner shall provide the necessary retention capacity on site to accommodate the additional stormwater. In no case shall the impervious area exceed 80% within each individual site. The proportional share of the lake/retention amenity acreage may be allocated to individual parcels for purposes of the calculations noted above.

B. Water and Sewer:

Potable water and sanitary sewer service will be provided to the site by Seminole County Utilities. The development will connect to the County's irrigation reuse system, if available.

IX. Other Commitments – North Parcel

A. Site Parking Lot Lighting

1. Exterior lighting adjacent to residential areas shall comply with Section 30.1233 of the Active/Passive Miscellaneous Design Standards except as follows:
2. A maximum of ten (10) lighting fixtures shall be placed along the north and east property boundary of the North Parcel adjacent to the 50 foot landscape buffer bordering the existing single family residential developments known as Hollowbrook and Willow Oaks Subdivision.
3. Light fixtures shall be mounted at a maximum height of not more than fifteen (15) feet above grade.

B. Hours of Operation for Non-residential Uses:

1. North Parcel

Restaurants: 7:00 a.m. to 11:00 p.m.

Tennis Courts: 7:00 a.m. to 10:00 p.m.

C. Aquatic Weed Control

1. A lake maintenance contract with an environmental maintenance firm will be established to service the North Parcel. The lake/retention areas will be serviced at intervals required to meet best management practices.

D. Location of Signage

1. North Parcel

Apartments:	Dodd Road Entrance Red Bug Lake Road Entrance
Commercial:	Red Bug Lake Road Entrance
Office:	Red Bug/Dodd Entrance Dodd or Red Lake Bug

- E. Maintenance: A property owner's association shall be established to maintain all common areas within the North Parcel development including private roads, rights-of-ways, and all open space, recreational facilities and stormwater facilities.
- F. Unless specifically addressed in this agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of issuance of any permit.
- G. Signage: Project development will comply with the Lake Mary Gateway Corridor Zoning Overlay Standards (Section 30.1068 Seminole County Land Development Code). No billboards will be permitted.

X. Land Use - South Parcel

<u>Tract</u>	<u>Land Use</u>	<u>Acres</u>	<u>Units</u>
1	Commercial	2.2 Ac.	17,424 S.F.
2	Office	12.4 Ac.	109,771 S.F.

XI. Building and Lot Restrictions – South Parcel

A. Commercial: Tract 1

Commercial Uses Permitted: Those permitted and conditional uses described in the C-1 (Retail Commercial) Zoning District excluding funeral homes, furniture stores, hardware stores, gasoline pumps as an accessory use, living quarters in conjunction with a commercial use and self-service laundries.

Development shall comply with the C-1 (Retail Commercial) Zoning District Setback Standards and the Lake Mary Blvd. Gateway Corridor Overlay Standards except as noted:

1. Internal Landscape Buffers (Internal to Tracts) 10'

B. Office: Tract 2

Office Uses Permitted: Those permitted, conditional and accessory uses described in the OP (Office Professional) Zoning District excluding elementary, middle and high schools.

Development shall comply with the OP (Office Professional) Zoning District Setback Standards except as noted:

1. Internal Landscape Buffers (Internal to Tracts) 10'

XII. Vehicle and Pedestrian Circulation System – South Parcel

A. Sidewalk Systems.

1. Developer will provide a sidewalk five (5) feet in width along the north side of the property frontage adjacent to Red Bug Lake Road and the West Side of the property frontage adjacent to Dodd Road.

B. Roads

1. All internal roads within the South Parcel shall be private.
2. All roads shall adhere to Seminole County design and construction standards, unless otherwise noted.

C. Improvements to Existing Roads

Developer shall provide the following transportation improvements:

1. South parcel access to Dodd Road south of Red Bug Lake Road shall be permitted as follows:
 - ♦ Prior to four-lane improvements on Dodd Road, a full access point will be permitted.
 - ♦ After four-lane construction on Dodd Road, the County Engineer shall determine access.

XIII. Landscaping and Buffers – South Parcel

A. Landscaping

1. All landscaping shall adhere to the Seminole County Landscape Regulations. Tract 1 of the South Parcel shall also comply with the Lake Mary Blvd. Gateway Corridor Overlay Standards of the Seminole County Land Development Code except where noted in Section XI of this Agreement.

XIV. Open Space – South Parcel

A. Open Space

The minimum open space requirement for Tracts 1 and 2 of the South Parcel is 30 percent. Open space shall include lakes, landscape buffers, and passive and active recreational areas. Those tracts, which are permitted to utilize the lakes for retention purposes may utilize a pro-rata share of the lake/retention areas to calculate open space requirements as defined by the Supplemental District Regulations of the Seminole County Land Development Code. The pro-rata share for all sites shall be submitted in writing to and approved by the Current Planning Manager prior to final site plan approval for any site within the development.

South Parcel

Open Spaced Required	4.3 Acres
Open Spaced Provided	4.3 Acres

XV. Facility Commitments – South Parcel

A. Drainage and Water Quality

The minimum impervious area for individual parcels in the PCD may be transferred between parcels at time of final site plan review provided that the project maintains an overall maximum of 70% impervious area. If the impervious area for an individual parcel exceeds 70%, then a development order shall be executed by the County and the property owner transferring a percentage of their impervious area so that any new land purchaser will be able to monitor the remaining stormwater allocation, or as an alternative, the property owner shall provide the necessary retention capacity on site to accommodate the additional stormwater. In no case shall the impervious area exceed 80% within each individual site. The proportional share of the lake/retention amenity acreage may be allocated to individual parcels for purposes of the calculations noted above.

B. Water and Sewer

Potable water and sanitary sewer service will be provided to the site by Seminole County Utilities. The development will connect to the County's irrigation reuse system, if available.

C. Roads

Developer shall dedicate up to twenty-seven (27) feet of right-of-way along Dodd Road from Red Bug Lake Road to the south property line of the south parcel. Any additional right-of-way will be reserved for future road construction and associated stormwater management. If Seminole County has not advertised for construction the four laning of Dodd Road from Howell Branch Road to Red Bug

Lake Road by January of 2002, then subject to necessary impact fee credits calculated for the entire project (North and South Parcel), the developer shall construct Dodd Road from the Red Bug Lake Road transition area to the south property boundary as a four (4) lane cross-section as per applicable Seminole County Code requirements.

XVI. Other Commitments – South Parcel

A. Site Parking Lot Lighting

1. Exterior lighting adjacent to residential areas shall comply with Section 30.1233 of the Active/Passive Miscellaneous Design Standards except as follows:
2. Light fixtures shall be mounted at a maximum height of not more than fifteen (15) feet above grade.

B. Hours of Operation for Non-Residential Uses:

1. South Parcel
Drug Store: 7 a.m. to 11 p.m.
Liquor Store: 9 a.m. to 9 p.m.

C. Aquatic Weed Control

1. A lake maintenance contract with an environmental maintenance firm will be established to service the South Parcel. The lake/retention areas will be serviced at intervals required to meet best management practices.

D. Location of Signage

1. South Parcel
Commercial: Red Bug Lake Road/Dodd Intersection
Office: Dodd Road Entrance

E. Maintenance: A property owner's association shall be established to maintain all common areas within the south parcel development including private roads, rights-of-ways, and all open space, recreational facilities and stormwater facilities.

F. Unless specifically addressed in this agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of issuance of any permit.

G. Signage: Project development will comply with the Lake Mary Gateway Corridor Zoning Overlay Standards (Section 30.1068 Seminole County Land Development Code). No billboards will be permitted.

XVII. Other Commitments

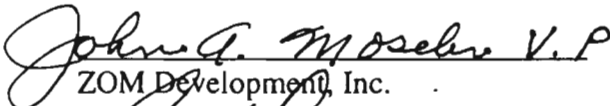
- A. Developer Definition: All of the real property which is the subject of this Agreement, with the exception of Tract 1 of the North Parcel is owned by Adventist Health System/SunBelt, Inc. Said Tract 1 of the North parcel is owned by ZOM Development, Inc. When the Term 'Developer' is used herein, it shall be taken or construed to mean either Adventist Health System/SunBelt, Inc. or ZOM Development, Inc., when the reference is to particular real estate owned by either of such entities, or any subsequent owner of all of any portion of said lands. All obligations, liabilities, and responsibilities of the Developer in this Agreement shall be covenants running with the title to the subject real property, and shall be assumed by any successors and interest of either Adventist Health System/SunBelt, Inc. or ZOM Development, Inc. as to all or any portion of the subject real estate.
- B. Building Height Definition: When the term "Building Height" is used herein, it shall be taken or construed to mean "Building Height" as defined in Section 2.3 and Section 30.1347 of the Seminole County Land Development Code.
- C. Unless specifically addressed in this agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of issuance of any permit.

Approved and Accepted



Adventist Health Systems/Sunbelt, Inc.

Date: 8-27-98



ZOM Development, Inc.

Date: 8-19-98



Board of County Commissioners,
Seminole County, Florida

Date: 9/2/98

RETURN TO SANDY MCCANN

ADDENDUM
Red Bug Village Modification
Final Master Plan/Developer's Commitment Agreement
Amended Commitments/Restrictions
(Amended by the BCC on May 14, 2002)

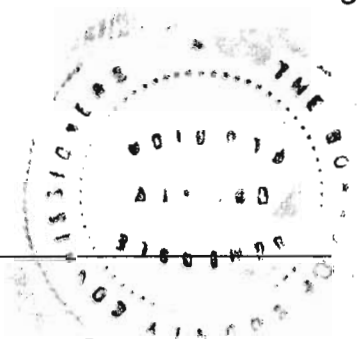
I. Additional Commitments/Restrictions – North Parcel

1. Alcoholic beverage sales in restaurants shall be limited to beer and wine.
2. The hours of operation for the grocery store shall be 24-hours/day.
3. The developer, if warranted, shall be required to pay their pro-rata share for a dual left turn lane for Red Bug Lake Road traffic turning left to travel north on Dodd Road.

Approved and Accepted

By: _____

Daryl G. McLain
Chairman
Seminole County Board of County Commissioners



CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Maryanne Morse*
DEPUTY CLERK

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04461 PG 0872
CLERK'S # 2002908878
RECORDED 07/15/2002 11:44:30 AM
RECORDING FEES 10.50
RECORDED BY B Coatsney

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Wal-Mart Stores East L.P., c/o Robert M. Bedard, Assistant V.P. of Real Estate, on behalf of ~~his heirs~~^{its}, 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:

Shannon Letts

Witness (Sign and print name)
Shannon Letts

Shelia Churchill

Witness (Sign and print name)
Shelia Churchill

OWNER:

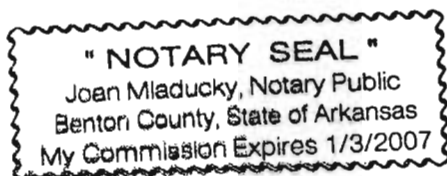
Robert M. Bedard

Wal-Mart Stores East, L.P.
Robert M. Bedard
Assistant Vice President of Real Estate

Acknowledgement

STATE OF Arkansas
COUNTY OF Benton

The foregoing instrument was acknowledged before me this 2nd day of July, 2002, by Robert M. Bedard of Wal-Mart Stores East L.P., who is personally known to me or who have produced their Driver's License as identification.



Joan Mladucky

Notary Public

Print Name: JOAN MLADUCKY

My Commission expires: 1/3/2007

Approved as to legal terms only
By [Signature]
WAL-MART LEGAL TEAM
Date 7-1-02

RETURN TO SANDY MCCANN

01°17'43" East for 60.00 feet to the Northerly Right-of-Way line of Red Bug Lake Road. Thence along the Westerly and Northerly boundary of Seminole County property know as Fire Station No. 27 the following (2) courses: Continue North 00°17'43" East for 350.23 feet; thence North 89°52'29" East for 200.00 feet; thence North 00°17'43" East for 249.79 feet; thence North 89°52'29" East for 44.75 feet to the East line of the Southwest ¼ of the Northwest ¼ of aforesaid Section 24; thence North 01°16'16" West along said East line for 130.02 feet to the POINT OF BEGINNING; thence continue North 01°16'16" West along aforesaid East line for 512.03 feet to the North line of the Southwest ¼ of the Northwest ¼ of Section 24; thence South 89°29'07" West along said North line for 1343.25 feet to the East line of the West 25.00 feet of said Southwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 24; thence South 00°42'42" East along said East line for 502.82 feet; thence North 89°52'29" East for 1348.31 feet to the POINT OF BEGINNING.

Containing 15.68 acres, more or less.

And

Commence at the West ¼ corner of said Section 24; thence South 89°24'43" East along the North line of the Southwest ¼ of aforesaid Section 24 for 83.02 feet; thence South 00°35'17" West for 71.00 feet to the Southerly Right-of-Way line of Red Bug Lake Road and POINT OF BEGINNING; thence South 89°24'43" East along Southerly Right-of-Way line for 330.05 feet thence South 00°35'17" West for 634.48 feet; thence South 89°18'21" East for 276.03 feet to the East line of the West ½ to the Northwest ¼ of aforesaid Section 24; thence South 00°42'24" West along said line for 613.94 feet to the South line of said West ½ of the Northwest ¼ to the Southwest ¼ of Section 24; thence North 89°26'28" West along said South line for 662.41 feet to the Easterly Right-of-Way line of Dodd Road, said line lying 25 feet Easterly of when measured at right angle to the West line of the Southwest ¼ of said Section 24; thence along said easterly Right-of-Way line the following courses; Run North 00°34'21" East parallel with the West line of the Southwest ¼ of Section 24 for 819.31 feet; thence South 89°25'29" East for 43.00 feet; thence North 00°34'21" East for 414.95 feet; thence North 45°34'49" East for 21.21 feet to the POINT OF BEGINNING.

Containing 14.58 acres, more or less.

DESCRIPTION – PROJECT PARCEL

That portion of Northwest ¼ of Section 24, Township 21, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the Northwest ¼ of said Section 24; thence North 89°52'29" East along the South line of the Northwest ¼ of Section

24 for 1118.22 feet; thence North 00°17'43" East for 60.00 feet to the Northerly Right-of-Way line of Red Bug Lake Road; thence South 89°52'34" West along said Northerly Right-of-Way line for 132.51 feet to the POINT OF BEGINNING; thence North 00°00'00" East for 33.27 feet; thence North 90°00'00" East for 16.30 feet; thence North 00°00'00" East for 180.50 feet; thence North 90°00'00" East for 13.32 feet; thence North 00°00'00" East for 154.48 feet; thence North 82°10'55" West for 51.58 feet; thence North 49°48'08" West for 113.11 feet; thence North 05°49'43" West for 94.49 feet; thence North 89°59'50" West for 206.00 feet; thence South 44°23'12" West for 131.53 feet; thence South 89°47'03" West for 51.98 feet to an intersection with a circular curve concaved southerly, having a radius of 170.00 feet, a chord bearing of North 70°36'26" West and a central angle of 31°07'21"; thence westerly along the arc of said curve for 92.34 feet to the point of tangency; thence North 86°10'07" West for 103.71 feet; thence South 00°00'10" West for 22.01 feet to an intersection with a circular curve concaved southeasterly, having a radius of 110.51 feet, a chord bearing of South 62°39'30" West and a central angle of 54°41'20"; thence southwesterly along the arc of said curve for 105.48 feet; thence North 54°41'09" West for 43.79 feet to an intersection with a circular curve concaved southerly having a radius of 452.99 feet, a chord bearing of North 85°05'57" West and a central angle of 11°13'08"; thence Westerly along the arc of said curve for 88.70 feet to the point of tangency; thence South 89°17'29" West for 35.72 feet to a point of curvature with a circular curve concaved Southeasterly having a radius of 17.50 feet and a central angle of 90°00'46"; thence Southwesterly along the arc of said curve for 27.49 feet to the point of tangency; thence South 00°43'17" East for 17.72 feet to the easterly Right-of-Way line of Dodd Road; thence continue South 00°43'17" East along said easterly Right-of-Way line for 360.59 feet to the Northerly Right-of-Way line of Red Bug Lake Road; thence along said Northerly Right-of-Way line the following courses: run South 45°25'06" East for 49.75 feet; thence 89°East for 58.09 feet; thence South 87°06'53" East for 100.80 feet; thence South 88°36'38" East for 556.38 feet; thence North 89°52'34" East for 168.97 feet to the POINT OF BEGINNING.

Containing 10.035 acres, more or less

II. PROPERTY OWNERS

~~FLORIDA~~ ADVENTIST HEALTH SYSTEM/SUNBELT, INC., d/b/a Florida Hospital

JERRY EVANS, President
Ardmore Properties, Inc. (Contract Purchaser)
P.O. BOX 1685
New Smyrna Beach, Florida 32170

**III STATEMENT OF BASIC FACTS
NORTH AND SOUTH PARCEL**

	<u>Total</u>	<u>North</u>	<u>South</u>
Total Acreage:	50.30 Ac.	35.70 Ac.	14.60 Ac.
Total Multi-Family DU:	286 DU	286 DU	N/A
Gross Residential Density:	11.7 DU/Ac.	11.7 DU/Ac.	N/A
Net Residential:	14.6 DU/Ac.	14.6 DU/Ac.	N/A
Total Commercial:	87,424 S.F.	70,000 S.F.	17,424 S.F.
Total Office	109,771 S.F.	0 S.F.	109,771 S.F.

IV. LAND USE – NORTH PARCEL

<u>Tract</u>	<u>Land Use</u>	<u>Acres</u>	<u>Units</u>
1	Multi-Family/Residential:	25.7 Ac.	286 DU
2	Commercial:	10.0 Ac.	70,000 S.F.
	Gross Residential Density:	11.7 DU/Ac.	11.7 DU/Ac.
	Net Residential Density:	14.6 DU/Ac.	14.6 DU/Ac.

V. BUILDING AND LOT RESTRICTIONS – NORTH PARCEL

- (a) Multi-Family Residential: Tract 1
Multiple Family Uses Permitted: Those permitted uses described in the R-3 (Multiple Family Dwelling) Zoning District excluding public elementary schools.

Development shall comply with the R-3 (Multiple Family Dwelling) Zoning District Setback Standards except as noted:

- 1) North Property Line Building Setback 120'
- 2) East Property Line Building Setback 120'
- 3) West Property Line Building Setback 100'
- 4) Internal Landscape Buffers (Internal to Tracts) 10'

Note: The Clubhouse structure located in Tract 1 may be increased in height to forty (40) feet for architectural design purposes when approved by staff.

- (b) Commercial: Tract 2
Commercial Uses Permitted: Those permitted and conditional uses described in the C-1 (Retail Commercial) Zoning District excluding funeral homes, furniture stores, hardware stores, gasoline pumps as an accessory use, living quarters in conjunction with a commercial use and self-service laundries.

No drive-thru business shall be permitted within Tract 2, with the exception of pharmacy or banking facilities.

VI. VEHICLE AND PEDESTRIAL CIRCULATION SYSTEM – NORTH PARCEL

A. Sidewalk Systems

1. Developer will provide a sidewalk five (5) feet in width along the south side of the property frontage adjacent to Red Bug Lake Road and the West Side of the property frontage adjacent to Dodd Road.
2. Sidewalks will be provided internally within the North Parcel site Boundaries per the Seminole County Land Development Code Requirements.
3. The owner of Tract 2 shall construct pedestrian connection from sidewalks within public right-of-ways to internal sidewalks to provide for pedestrian paths to building entrances.
4. The owner of Tract 2 shall provide a pedestrian connection to the existing apartments in Tract 1. A gate with locking mechanisms will be provided.

B. Roads

1. All internal roads within the North Parcel shall be public except for roads located within Tract 1 (Multiple Family site) of the North Parcel which shall be private.
2. All roads shall adhere to Seminole County design and construction standards, unless otherwise noted.

C. Improvements to Existing Roads

1. Developer shall provide the following transportation improvements:
2. Re-stripe Dodd Road north of Red Bug Lake Road to permit left turn storage lane to access Thunder Hollow Apartments.
3. Developer shall install a right turn deceleration lane along North Dodd Road adjacent to Tract 1 of the North Parcel.

4. Developer shall provide public access to the Seminole County Fire Station No. 27, from the adjacent project entrance roadway on the North Parcel and reconstruct/extend the median in Red Bug Lake Road.
5. Developer shall construct a left turn lane and a right turn deceleration lane along Red Bug road at the entrance to Tract 2 of the North Parcel. Developer shall replace painted separator adjacent to Tract 2 on Red Bug Lake Road with a raised concrete separator.
6. Developer shall install a pedestrian traffic signal for bicycle and pedestrian crossing at Dodd Road and St. Lucie Drive north of the subject site.
7. Developer shall support and contribute the developer's fair share for installation of a traffic signal at Red Bug Lake road and the Wood Creek Square Commercial Center.

VII. LANDSCAPING AND BUFFERS – NORTH PARCEL

A. Landscaping

1. All landscaping shall adhere to the Seminole County Landscape Regulations. Development within Tract 2 shall comply with active/passive buffer standards where adjacent to Tract 1 (existing apartment site). Tract 2 and Tract 3 of the North Parcel shall also comply with the Lake Mary Blvd. Gateway Corridor Overlay Standards of the Seminole County Land Development Code except where noted in Section V of this Agreement.
2. A minimum 25' landscape buffer, except one 30' radius of drive, shall encroach up to 10'. A 6' wall shall be required between Tract 1 and Tract 2. A wall shall match existing design of brick wall at Shadow Creek Apartments and shall tie into existing brick columns. Existing aluminum fence to be removed and a 6' brick wall shall be installed in its place. Actual location of all other walls (contiguous to Tract 1 and apartment site) shall be mutually agreed upon by Developer and Shadow Creek Apartments. Landscaping shall consist of five (5) canopy trees graded Florida #1 or better minimum 4" caliper, 14-16 feet tall, every 100 feet. Trees shall be an even mix of oaks and Southern Magnolia. Wall, landscaping and irrigation to be constructed prior to Development of Tract 2.

3. Within Tract 1 of the North Parcel, canopy trees require in the fifty (50) foot landscape buffer, adjacent to existing residential development, shall consist of live oak trees a minimum of 4 inches in diameter at breast height (DBH). Sub-canopy trees shall consist of wax myrtles. Existing plant material shall be retained wherever possible.
4. The developer will coordinate the installation and construction of hardscape and landscape material the Dodd Road and Red Bug Lake Road right-of-way and will use materials compatible with the brick entrance to Hollowbrook Subdivision north of the subject site (along Dodd Road.) The developer will replace the wooden portion of the entry wall located south of Biscayne Drive with materials compatible to the project theme.
5. The required plant material specified for the landscape buffer along the North and east property line of Tract 1 adjacent to the existing single family residential developments will be installed prior to construction of the multi-family units.
6. Within Tract 2, there shall be a 6' wide intermittent foundation landscape buffer between parking lot and buildings.
7. Development within Tract 2 shall comply with the C-1 (retail commercial) zoning district setback standards and the Lake Mary Boulevard Gateway Corridor overlay standards. Unless otherwise specified in this document.

VIII. OPEN SPACE – NORTH PARCEL

A. Open Space

Open space shall be provided at a minimum overall rate of 25% throughout the entire PUD/PCD. The minimum open space requirement for Tracts 2 and 3 of the North Parcel shall be 30 percent. The minimum open space requirements for Tract 1 of the North Parcel is 40%. Open space shall include lakes, landscape buffers, and passive and active recreational areas. Those tracts, which are permitted to utilize the lakes for retention purposes may be permitted to utilize a pro-rata share of the lake/retention areas to calculate open space requirements as defined by the Supplemental District Regulations of the Seminole County Land Development Code. The Pro-rata share for all sites shall be submitted in writing to and approved by the Planning Manger prior to final site plan approval for any site within the development.

North Parcel

Open Space Required	13.2 Acres
Open Space Provided	13.2 Acres

IX. FACILITY COMMITMENTS – NORTH PARCEL

A. Drainage and Water Quality:

The minimum impervious area for individual parcels in the PUD/PCD may be transferred between parcels at time of final site plan review provided that the project maintains an overall maximum of 70% impervious area. If the impervious area for an individual parcel exceeds 70%, then a development order shall be executed by the County and the property owner transferring a percentage of their impervious area so that any new land purchaser will be able to monitor the remaining stormwater allocation, or as an alternative, the property owner shall provide the necessary retention capacity on site to accommodate the additional stormwater. In no case shall the impervious area exceed 80% within each individual site. The proportional share of the lake/retention amenity acreage may be allocated to individual parcels for purposes of the calculations noted above.

B. Water and Sewer

Potable water and sanitary sewer service will be provided to the site by Seminole County Utilities. The development will connect to the County's irrigation reuse system, if available.

X. OTHER COMMITMENTS – NORTH PARCEL

A. Site Parking Lot Lighting

1. Exterior lighting adjacent to residential areas shall comply with Section 30.1233 of the Active/Passive Miscellaneous Design Standards except as follows:
2. A maximum of ten (10) lighting fixtures shall be placed along the north and east property boundary of the North Parcel adjacent to the 50 foot landscape buffer bordering the existing single family residential developments known as Hollowbrook and Willow Oaks Subdivision.

3. Parking lot lighting shall be down lighting, shoebox fixtures or higher quality. Light fixtures shall be mounted at a maximum height of not more than fifteen (15) feet above grade.
- B. Hours of Operation for Non-residential Uses:
1. North Parcel
Restaurants: 7:00 a.m. to 11:00 p.m.
Tennis Courts: 7:00 a.m. to 10:00 p.m.
- C. Aquatic Weed Control
1. A lake maintenance contract with an environmental maintenance firm will be established to service the North Parcel. The lake/retention areas will be serviced at intervals required to meet best management practices.
- D. Location of Signage
1. North Parcel
Apartments: Dodd Road Entrance
Red Bug Lake Road Entrance
Commercial: Red Bug Lake Road Entrance
- E. Maintenance: A property owner's association shall be established to maintain all common areas within the North Parcel development including private roads, rights-of-ways, and all open space, recreational facilities and stormwater facilities.
- F. Unless specifically addressed in this agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of issuance of any permit.
- G. Signage: Project development will comply with the Lake Mary Gateway Corridor Zoning Overlay Standards (Section 30.1068 Seminole County Land Development Code). No billboards will be permitted.
- H. Pedestrian access shall be provided along Dodd Road to connect Tracts 1 and 2.
- I. Architectural Standards
1. No neon lights shall be utilized on buildings or signs.

2. All sides of buildings shall have uniform architectural style, detail, trim features, and roof treatments. No side shall have the appearance of a loading/service area. Quality of design shall be similar in design to the "Shoppes at Oakmonte" as developed on January 8, 2002.
3. Building facades shall include building step backs, offsets or projections, textures and / or material change, pattern change, etc, to provide visual interest. Blank wall areas shall not exceed ten (10) feet in a vertical direction or twenty (20) feet in a horizontal direction.
4. Roofs shall be hip or gable roofs. No visible flat roofs. Rooflines and features shall be consistent with the building's mass and scale.
5. Mechanical units, whether ground-or roof-mounted, shall be screened from view.
6. All meter boxes, dumpsters and loading/service areas shall be enclosed with an 8' wall on three sides, with a metal or wood gate on the fourth side. The access side shall be oriented away from the adjacent residential in Tract 1. Material and color of enclosure shall match proposed building, except meter boxes shall be subject to local code issues.
7. On-site building lighting shall be limited to wall-washer or up-light fixtures that do not produce spillover lighting; floodlight fixtures mounted on building walls, roofs or poles are prohibited.

J. No outdoor amplification of sound shall be permitted.

K. Deliveries and trash pick-up shall be limited to between 7:00 a.m. to 5:00 p.m.

XI. LAND USE – SOUTH PARCEL

<u>Tract</u>	<u>Land Use</u>	<u>Acres</u>	<u>Units</u>
1	Commercial	2.2 Ac.	17,424 S.F.
2	Office	12.4 Ac.	109,771 S.F.

XII. BUILDING AND LOT RESTRICTIONS – SOUTH PARCEL

- A. Commercial: Tract 1
Commercial Uses Permitted: Those permitted and conditional uses described in the C-1 (Retail Commercial) Zoning District excluding funeral homes, furniture stores, hardware stores,

gasoline pumps as an accessory use, living quarters in conjunction with a commercial use and self-service laundries.

Development shall comply with the C-1 (Retail Commercial) Zoning District Setback Standards and the Lake Mary Blvd. Gateway Corridor Overlay Standards except as noted:

- 1) Internal Landscape Buffers (Internal to Tracts) 10'

B. Office: Tract 2

Office Uses Permitted: Those permitted, conditional and accessory uses described in the OP (Office Professional) Zoning District excluding elementary, middle and high schools.

Development shall comply with the OP (Office Professional) Zoning District Setback Standards and the Lake Mary Blvd. Gateway Corridor Overlay Standards except as noted:

- 1) Internal Landscape Buffers (internal to Tracts) 10'

XIII. VEHICLE AND PEDESTRIAN CIRCULATION SYSTEM – SOUTH PARCEL

A. Sidewalk Systems

1. Developer will provide a sidewalk five (5) feet in width along the south side of the property frontage adjacent to Red Bug Lake Road and the West Side of the property frontage adjacent to Dodd Road.

B. Roads

1. All internal roads within the South Parcel shall be private.
2. All roads shall adhere to Seminole County design and construction standards, unless otherwise noted

C. Improvements to Existing Roads

Developer shall provide the following transportation improvements:

1. South parcel access to Dodd road south of Red Bug Lake Road shall be permitted as follows:

Prior to four-lane improvements on Dodd Road, a full access point will be permitted.

After four-lane construction on Dodd Road, the County Engineer shall determine access.

XIV. LANDSCAPE AND BUFFERS – SOUTH PARCEL

A. Landscaping

1. All landscaping shall adhere to the Seminole County Landscape Regulations.

XV. OPEN SPACE – SOUTH PARCEL

A. Open Space

The minimum open space requirements for Tracts 1 and 2 of the South Parcel is 30 percent. Open space shall include lakes, landscape buffers, and passive and active recreational areas. Those tracts, which are permitted to utilize the lakes for retention purposes may utilize a pro-rata share of the lake/retention areas to calculate open space requirements as defined by the Supplemental District Regulations of the Seminole County Land Development Code. The pro-rata share for all sites shall be submitted in writing to and approved by the Planning Manager prior to final site plan approval for any site within the development.

South Parcel

Open Space Required	4.3 Acres
Open Space Provided	4.3 Acres

XVI. FACILITY COMMITMENTS – SOUTH PARCEL

A. Drainage and Water Quality:

The minimum impervious area for individual parcels in the PUD/PCD may be transferred between parcels at time of final site plan review provided that the project maintains an overall maximum of 70% impervious area. If the impervious area for an individual parcel exceeds 70%, then a development order shall be executed by the County and the property owner transferring a percentage of their impervious area so that any new land purchaser will be able to monitor the remaining stormwater allocation, or as an alternative, the property owner shall provide the necessary retention capacity on site to accommodate the additional stormwater. In no case shall the impervious area exceed 80% within each individual site. The proportional share of the lake/retention amenity acreage may be

allocated to individual parcels for purposes of the calculations noted above.

B. Water and Sewer

Potable water and sanitary sewer service will be provided to the site by Seminole County Utilities. The development will connect to the County's irrigation reuse system, if available.

C. Roads

Developer shall dedicate up to twenty-seven (27) feet of right-of-way along Dodd Road from Red Bug Lake Road to the south property line of the south parcel. Any additional right-of-way will be reserved for future road construction and associated stormwater management. If Seminole County has not advertised for construction the four laning of Dodd road from Howell Branch Road to Red Bug Lake Road by January of 2002, then subject to necessary impact fee credits calculated for the entire project (North and South Parcel), the developer shall construct Dodd Road from the Red Bug Lake Road transition area to the south property boundary as a four (4) lane cross-section as per applicable Seminole County Code requirements.

XVII. OTHER COMMITMENTS – SOUTH PARCEL

A. Site Parking Lot Lighting

1. Exterior lighting adjacent to residential areas shall comply with Section 30.1233 of the Active/Passive Miscellaneous Design Standards except as follows:
2. Light fixtures shall be mounted at a maximum height of not more than fifteen (15) feet above grade.

B. Hours of Operation for Non-Residential Uses:

1. South Parcel
Drug Store: 7:00 a.m. to 11:00 p.m.
Liquor Store: 9:00 a.m. to 9:00 p.m.

C. Aquatic Weed Control

1. A lake maintenance contract with an environmental maintenance firm will be established to service the South

Parcel. The lake/retention areas will be serviced at intervals required to meet best management practices.

D. Location of Signage

1. South Parcel

Commercial:	Red Bug Lake Road/Dodd Entrance
Office:	Dodd Road Entrance

E. Maintenance: A property owner's association shall be established to maintain all common areas within the South Parcel development including private roads, rights-of-ways, and all open space, recreational facilities and stormwater facilities.

F. Unless specifically addressed in this agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of issuance of any permit.

G. Signage: Project development will comply with the Lake Mary Gateway Corridor Zoning Overlay Standards (Section 30.1068 Seminole County Land Development Code). No billboards will be permitted.

XVIII. OTHER COMMITMENTS

A. Developer Definition: All of the real property which is the subject of this Agreement, with exception of Tract 1 of the North Parcel is owned by Adventist Health System/SunBelt, Inc. Said Tract 1 of the North parcel is owned by Zom Development, Inc. when the Term "Developer" is used herein, shall be taken or constructed to mean either Adventist Health System/SunBelt, Inc. or Zom Development, Inc., when the reference is to particular real estate owned by either of such entities, or any subsequent owner of all of any portion of said lands. All obligations, liabilities, and responsibilities of the Developer in this Agreement shall be covenants running with the title to the subject real property, and shall be assumed by any successors and interest of either Adventist Health System/Sunbelt, Inc. or Zom Development, Inc. as to all or any portion of the subject real estate.

B. Building Height Definition: When the term "Building Height" is used herein, it shall be taken or construed to mean "Building Height" as defined in Section 2.3 and Section 30.1347 of the Seminole County Land Development Code.

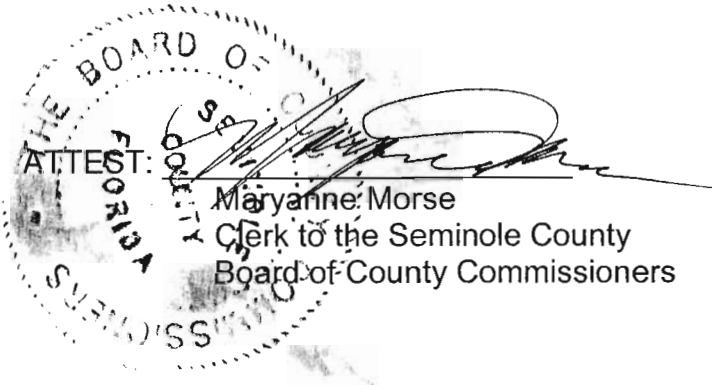
- C. Unless specifically addressed in this agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole county at the time of issuance of any permit.

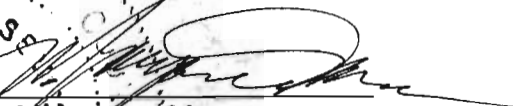
Approved and Accepted.

DONE AND ORDERED ON THE 8th OF JANUARY 2002.



Daryl G. McLain
Board of County Commissioners,
Seminole County, Florida



ATTEST: 
Maryanne Morse
Clerk to the Seminole County
Board of County Commissioners

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Adventist Health Systems/Sunbelt Inc., c/o _____ on behalf of his 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 Development Order.

WITNESSES:

OWNER:

Sandra J. Levy
Witness (Sign and print name)

[Signature]
Adventist Health Systems/Sunbelt Inc.

[Signature]
Witness (Sign and print name)

Acknowledgement

STATE OF FLORIDA }
COUNTY OF ~~SEMINOLE~~ } ORANGE

The foregoing instrument was acknowledged before me this 14th day of May, 2002, by RANDY HAFEN, who is personally known to me or who have produced their Florida Driver's License as identification.



Sandra J. Levy
Notary Public
Print Name: Sandra J. Levy
My Commission expires: 5-8-05

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Jerry Evans, President of Ardmore Properties, on behalf of his 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 Development Order.

WITNESSES:

OWNER:

Laura M. Evans
Witness (Sign and print name)

Laura M. Evans
N.O. CONNOR
Witness (Sign and print name)

Jerry Evans
Jerry Evans,
President, Ardmore Properties, Inc.

Acknowledgement

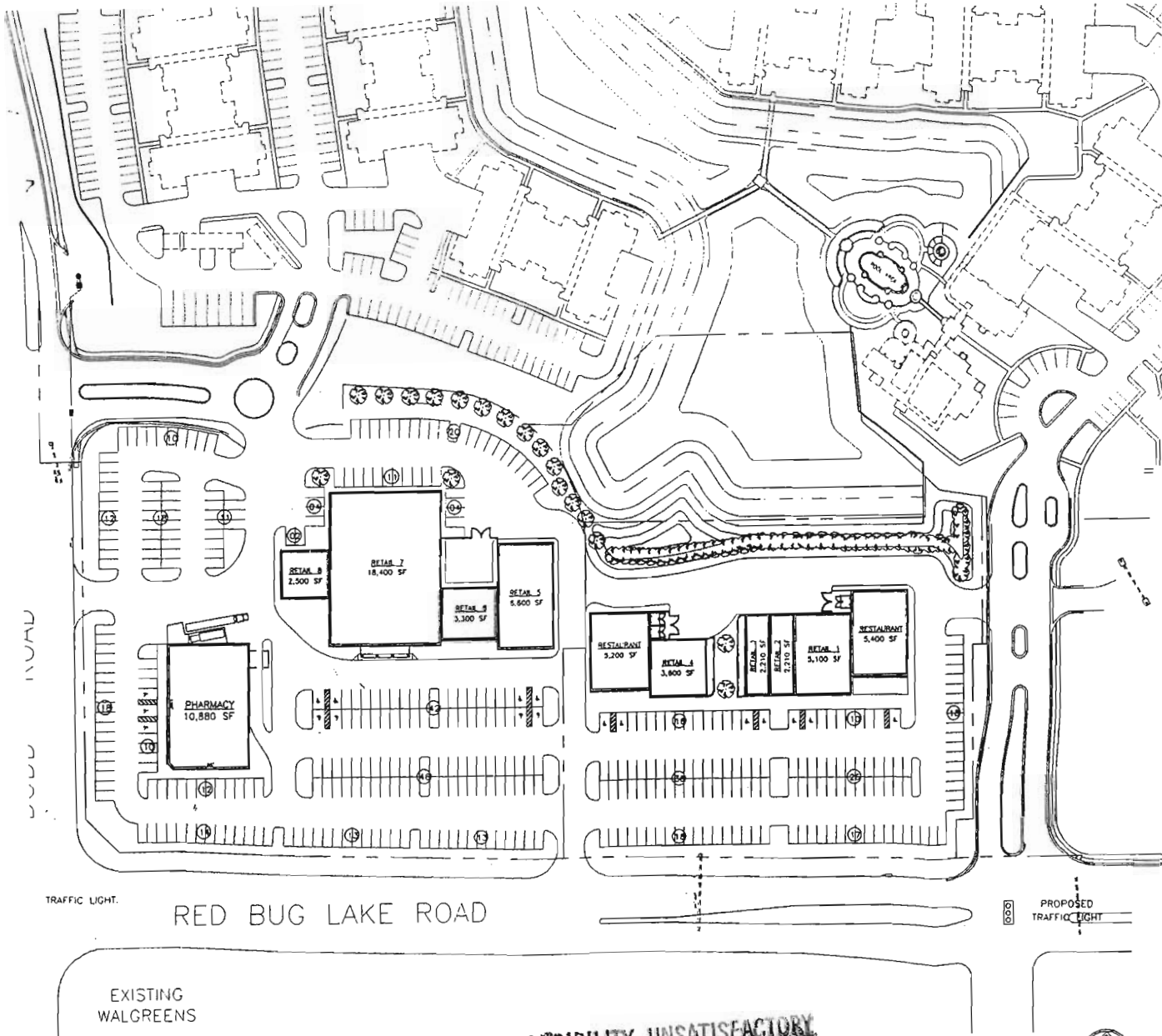
STATE OF FLORIDA }
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this 23rd day of April, 2002, by Jerry Evans, who is personally known to me or who have produced their Florida Driver's License as identification.



Toni Marie Q Taylor
Notary Public
Print Name: Toni-Marie Q Taylor
My Commission expires: 6/9/02

Exhibit "A"
Site Plan



Cuhad & Peterson
Architects, LLC
Florida Certified Architects

1110 ALDER Road
PALM BEACH, FL 33480-3344
PHONE (407) 238-1220
FAX (407) 238-0219
OFFICE: www.cpa.com

PROJECT NO. 201044
DATE 03/15/01
DRAWN AK
CHECKED JED
SHEET

EVANS PROPERTIES
PO BOX 915182
LONGWOOD, FL 32791
407/889-7533

RED BUG VILLAGE @
NEC RED BUG LAKE ROAD & DODD ROAD
SEMINOLE COUNTY, FL

SITE PLAN

REVISION
1. 09/24/2001
2. 10/02/2001
3. 10/15/2001
4. 10/17/2001
5. 11/12/2001
6. 01/03/2002

PROJECT NO. 201044
SCALE 1"=50'
DATE 03/15/01
DRAWN AK
CHECKED JED
SHEET

SP-1

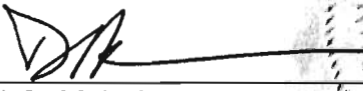
ADDENDUM
Red Bug Village Modification
Final Master Plan/Developer's Commitment Agreement
Amended Commitments/Restrictions
(Amended by the BCC on March 26, 2002)

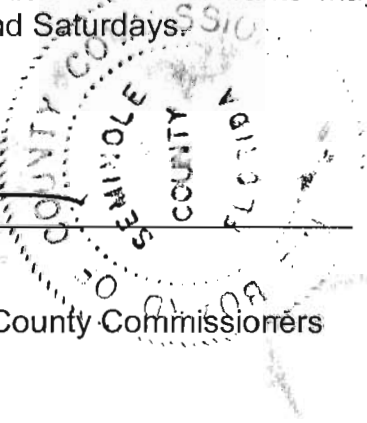
I. Additional Commitments/Restrictions

1. Allow for two signs along the Red Bug Lake Road frontage of the commercial tract. These signs shall comply with the Lake Mary Boulevard Overlay Standards.
2. Allow for alcoholic beverage sales, except there shall be no package stores, to be limited to the building in Phase 1, as well as a secondary use for any restaurant tenant.
3. Delivery hours for Phase 1 be limited to 6:00 a.m. to 10:00 p.m. The delivery hours for the remainder of the development shall be limited to 7:00 a.m. to 5:00 p.m.
4. The hours of operation for retail establishments shall be limited to 7:00 a.m. to 11:00 p.m., with the exception that restaurants may remain open until 1:00 a.m. on Fridays and Saturdays.

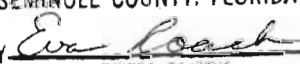
Approved and Accepted

By: _____


Daryl G. McLain
Chairman
Seminole County Board of County Commissioners



MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 04417 PG 0632
FILE NUM 2002884172
RECORDED 05/24/2002 03:29:36 PM
RECORDING FEES 24.00
RECORDED BY M Nolden

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

RETURN TO SANDY MCCANN

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Adventist Health Systems/Sunbelt Inc., c/o _____ on behalf of his 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 Development Order.

WITNESSES:

OWNER:

Sandra J. Levy
Witness (Sign and print name)

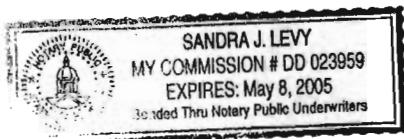
[Signature]
Adventist Health Systems/Sunbelt Inc.

[Signature]
Witness (Sign and print name)

Acknowledgement

STATE OF FLORIDA }
COUNTY OF ~~SEMINOLE~~ } ORANGE

The foregoing instrument was acknowledged before me this 14TH day of May, 2002, by RANDY HOFFNER of Adventist Health Systems/Sunbelt Inc., who is personally known to me or who have produced their Florida Driver's License as identification.



Sandra J. Levy
Notary Public
Print Name:
My Commission expires:

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Jerry Evans, President of Ardmore Properties, on behalf of his 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 Development Order.

WITNESSES:

OWNER:


Amanda E. Smith
Witness (Sign and print name)


Jerry Evans,
President, Ardmore Properties, Inc.

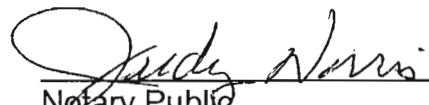

Judy Norris
Witness (Sign and print name)

Acknowledgement

STATE OF FLORIDA }

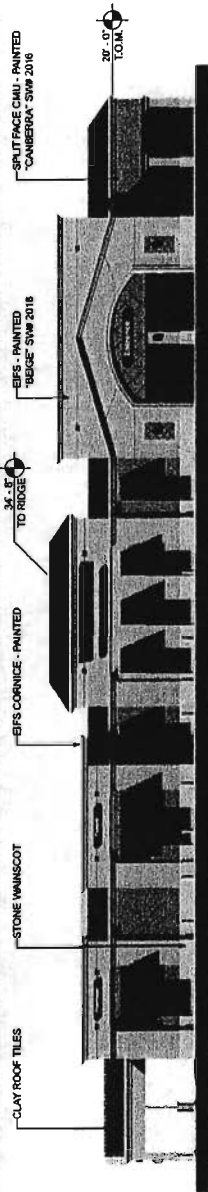
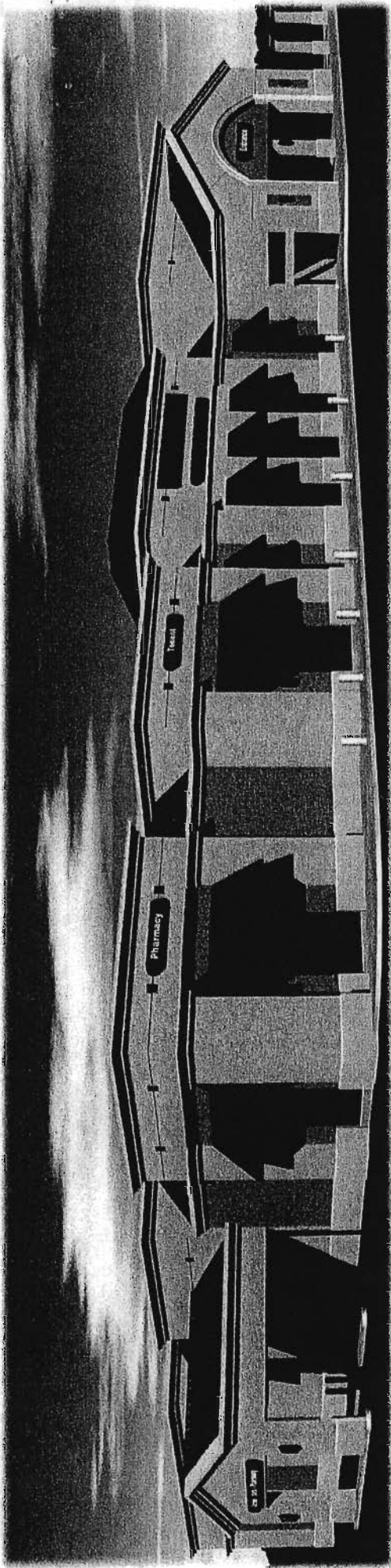
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this 14TH day of MAY, 2002, by Jerry Evans, ~~who is personally known to me or~~ who have produced their Florida Driver's License as identification. D/L E15242340004

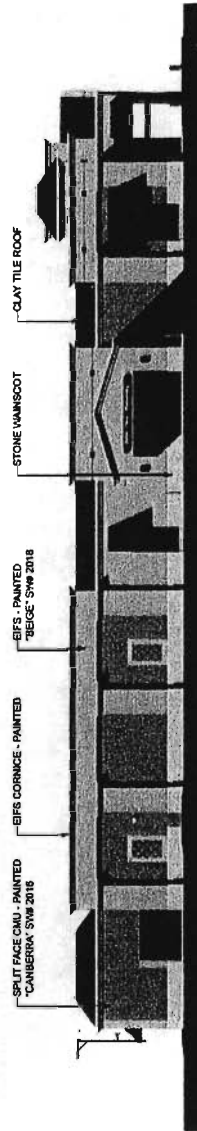

Notary Public
Print Name:
My Commission expires:



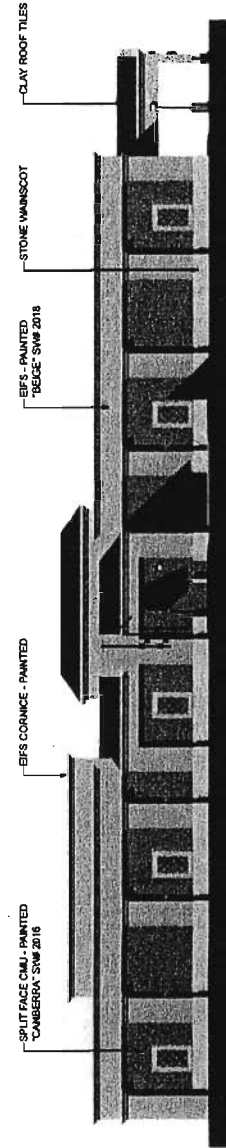
Judy Norris
MY COMMISSION # DD016180 EXPIRES
April 8, 2005
BONDED THRU TROY FAIN INSURANCE, INC.



FRONT ELEVATION



LEFT ELEVATION

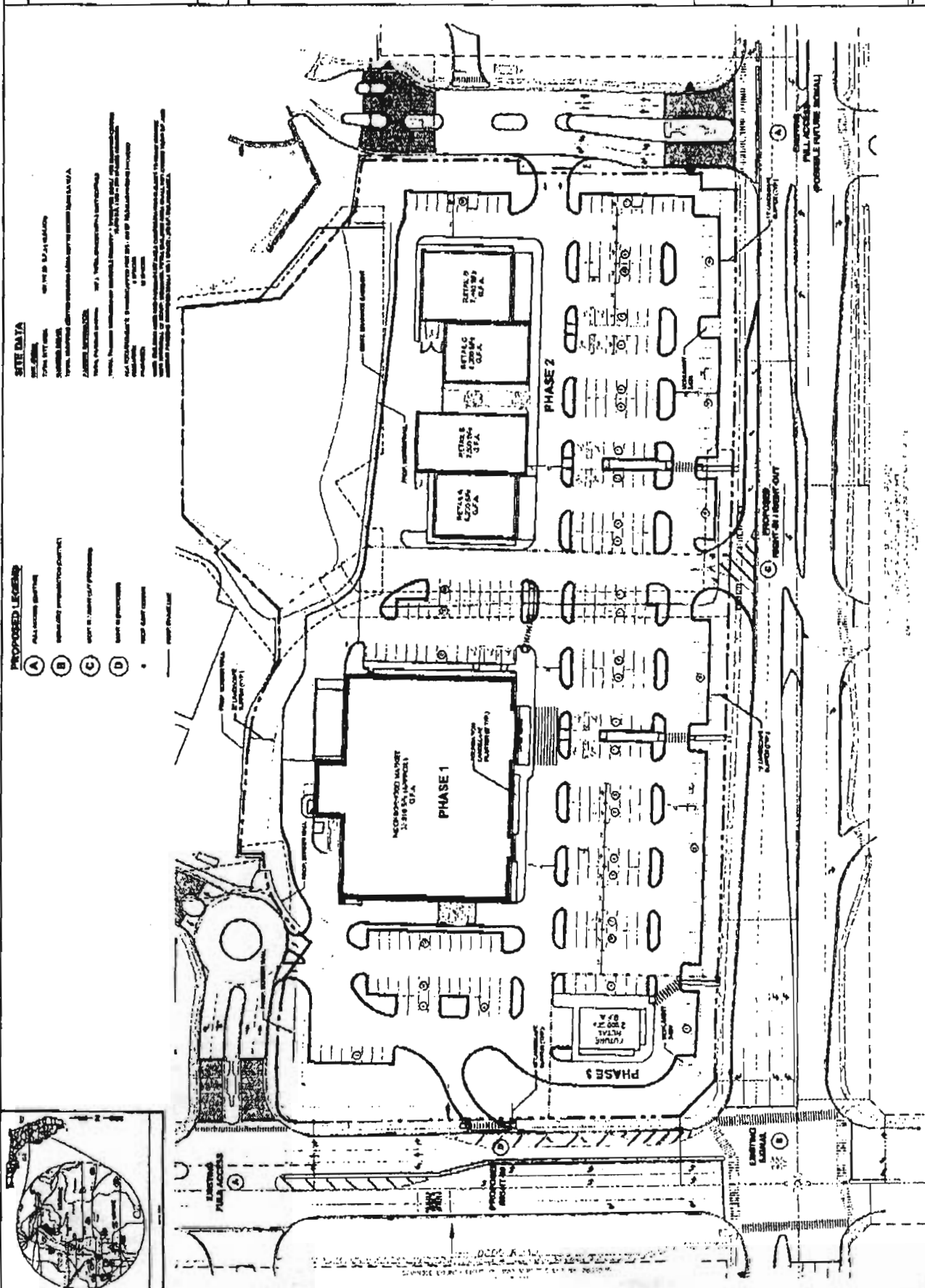


REAR ELEVATION



LEGIBILITY UNSATISFACTORY
FOR SCANNING

Red Bug Village PCD, FL



LEGIBILITY UNSATISFACTORY
FOR SCANNING

RETURN TO SANDY MCCANN

ADDENDUM
Red Bug Village Modification
Final Master Plan/Developer's Commitment Agreement
Amended Commitments/Restrictions
(Amended by the BCC on May 14, 2002)

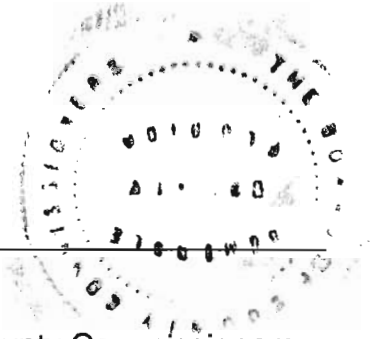
I. Additional Commitments/Restrictions – North Parcel

1. Alcoholic beverage sales in restaurants shall be limited to beer and wine.
2. The hours of operation for the grocery store shall be 24-hours/day.
3. The developer, if warranted, shall be required to pay their pro-rata share for a dual left turn lane for Red Bug Lake Road traffic turning left to travel north on Dodd Road.

Approved and Accepted

By: _____

Daryl G. McLain
Chairman
Seminole County Board of County Commissioners



CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: Cathy Cole
DEPUTY CLERK

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04461 PG 0872
CLERK'S # 2002908878
RECORDED 07/15/2002 11:44:30 AM
RECORDING FEES 10.50
RECORDED BY S Coathney

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Wal-Mart Stores East L.P., c/o Robert M. Bedard, Assistant V.P. of Real Estate, on behalf of ~~his heirs~~^{its}, 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:

Shannon Letts

Witness (Sign and print name)
Shannon Letts

Shelia Churchill

Witness (Sign and print name)
Shelia Churchill

OWNER:

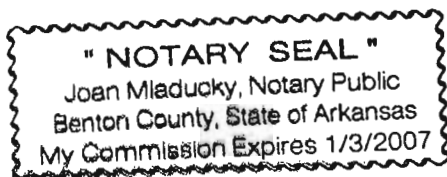
Robert M. Bedard

Wal-Mart Stores East, L.P.
Robert M. Bedard
Assistant Vice President of Real Estate

Acknowledgement

STATE OF Arkansas }
COUNTY OF Benton }

The foregoing instrument was acknowledged before me this 2nd day of July, 2002, by Robert M. Bedard of Wal-Mart Stores East L.P., who is personally known to me or who have produced their _____ Driver's License as identification.



Joan Mladucky
Notary Public

Print Name: JOAN MLADUCKY
My Commission expires: 1/3/2007

Approved as to legal terms only
By [Signature]
WAL-MART LEGAL TEAM
Date 7-1-02