



**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

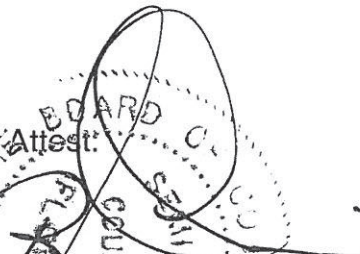
- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval 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:
  - a. Allowable uses shall be those listed as permitted or special exception uses in the C-3 district.
  - b. The following uses shall be prohibited:
    - adult entertainment establishments
    - alcoholic beverage establishments
    - automobile sales
    - automobile paint and body shops
    - communications towers
    - drive-in theatres
    - marine sales and service
    - mechanical garages
    - multifamily housing
    - outdoor advertising (off-site) signs
    - service stations and/or convenience stores with gas pumps
    - tattoo parlors
  - c. Maximum building height shall be 45 feet.
  - d. All retention ponds shall be configured as site amenities per Section 30.1344. This shall be evaluated at Final Site Plan approval.
  - e. Pedestrian connections shall be provided between interior walkways and public sidewalks along Longwood-Lake Mary Road.
  - f. In order to place parking in the cross-access easement recorded in ORB 4507, Page 358, the applicant shall obtain written consent of all property owners holding an interest in the easement. This shall be completed prior to Final Site Plan approval.
  - g. Outdoor storage on the site shall require a major PCD amendment designating a specific area on the site plan for such use. This area shall be located, screened, and/or landscaped so as not to be visible from Longwood-Lake Mary Road or neighboring properties. Further, it shall not impede safe, efficient traffic circulation or occupy required parking. Outdoor storage shall be used only by tenants of the development.

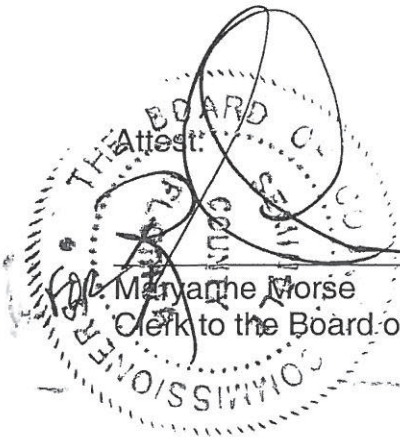
(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

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

**Done and Ordered on the date first written above.**

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

Attest:   
Marianne Morse  
Clerk to the Board of County Commissioners



OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Merrill P. Scrimsher, on behalf of himself and his heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

*[Handwritten Signature]*  
\_\_\_\_\_

Witness

*[Handwritten Signature]*  
\_\_\_\_\_

MERRILL P. SCRIMSCHER

DANIEL R. BYRNES

Print Name

*[Handwritten Signature]*  
\_\_\_\_\_

Witness

MARY WOODARD

Print Name

STATE OF FLORIDA

COUNTY OF SEMINOLE

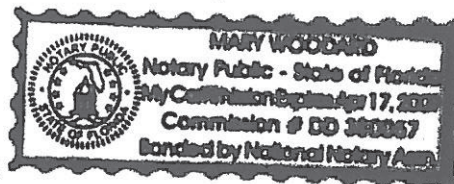
I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MERRILL P. SCRIMSCHER, and is personally known to me or who has produced \_\_\_\_\_ as identification and who acknowledged and executed the foregoing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

*17<sup>th</sup>* **WITNESS** my hand and official seal in the County and State last aforesaid this day of February, 2005.

*[Handwritten Signature]*  
\_\_\_\_\_

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:



OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Donna G. Scrimsher, on behalf of herself and her heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

*[Signature]*  
\_\_\_\_\_  
Witness

*[Signature]*  
\_\_\_\_\_  
DONNA G. SCRIMSCHER

DANIEL R. BYRNES  
\_\_\_\_\_  
Print Name

*[Signature]*  
\_\_\_\_\_  
Witness

MARY WOODARD  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF SEMINOLE

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

WITNESS my hand and official seal in the County and State last aforesaid this 17<sup>th</sup> day of February, 2005.

*[Signature]*  
\_\_\_\_\_

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires

