

EXHIBIT "A"

FILE NO.: BV2025-115

DEVELOPMENT ORDER #

25-30000115

**SEMINOLE COUNTY  
REVISED  
APPROVAL DEVELOPMENT ORDER**

On October 27, 2025, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 10 BLK E OAKLAND SHORES PB 10 PGS 3 + 4

(The above-described legal description has been provided by Seminole County Property Appraiser)

**A. FINDINGS OF FACT**

**Property Owner:** ROBERT TAYLOR  
601 LAKE SHORE DR  
MAITLAND, FL 32751

**Project Name:** LAKE SHORE DR (601)

**Variance Approval:**

Request for a variance to allow a swimming pool to be placed in a front yard and project eight (8) feet in front of the principal residence in a R-1AA (Single-Family Dwelling) district. The findings reflected in the record of the October 27, 2025, Board of Adjustment meeting are incorporated in this Order by reference.

**B. CONCLUSIONS OF LAW**

The six (6) criteria for granting a variance under the Land Development Code have been satisfied.

The development approval sought is consistent with the Seminole County Comprehensive Plan and is in compliance with applicable land development regulations and all other applicable regulations and ordinances.

Certified Copy - Grant Maloy  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 11/14/2025 09:20:26 -05:00  
eCertified Id: D3E5-8AK1-151N  
Page 1 of 4

FILE NO.: BV2025-115

DEVELOPMENT ORDER #

25-30000115

**Order**

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

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development must 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, to the extent that such requirements are not inconsistent with this Development Order.
- (3) The conditions upon this development approval are as follows:
  - a. The variance granted applies only to the 554 square foot swimming pool as depicted on the site plan, attached hereto as Exhibit A.
  - b. The pool must be secured with a fence and a locking mechanism as required by the Seminole County Building Code.
  - c. The landscaping around the pool must provide visual abatement from the neighboring properties.
- (4) This Development Order touches and concerns the above-described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.
- (5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.
- (6) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.
- (7) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 11/14/2025 09:20:26 -05:00  
eCertified Id: D3E5-8AK1-151N  
Page 2 of 4

FILE NO.: BV2025-115

DEVELOPMENT ORDER #

25-30000115

Done and Ordered on the date first written above.

By:   
Dagmarie Segarra  
Deputy Development Services Director

**STATE OF FLORIDA  
COUNTY OF SEMINOLE**

I **HEREBY CERTIFY** that on this day, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dagmarie Segarra, who is personally known to me and who executed the foregoing instrument.

13<sup>th</sup> **WITNESS** my hand and official seal in the County and State last aforesaid this day of November, 2025.

  
Notary Public



Prepared by: Kathy Hammel  
1101 East First Street  
Sanford, Florida 32771

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 11/14/2025 09:20:26 -05:00  
eCertified Id: D3E5-8AK1-151N  
Page 3 of 4

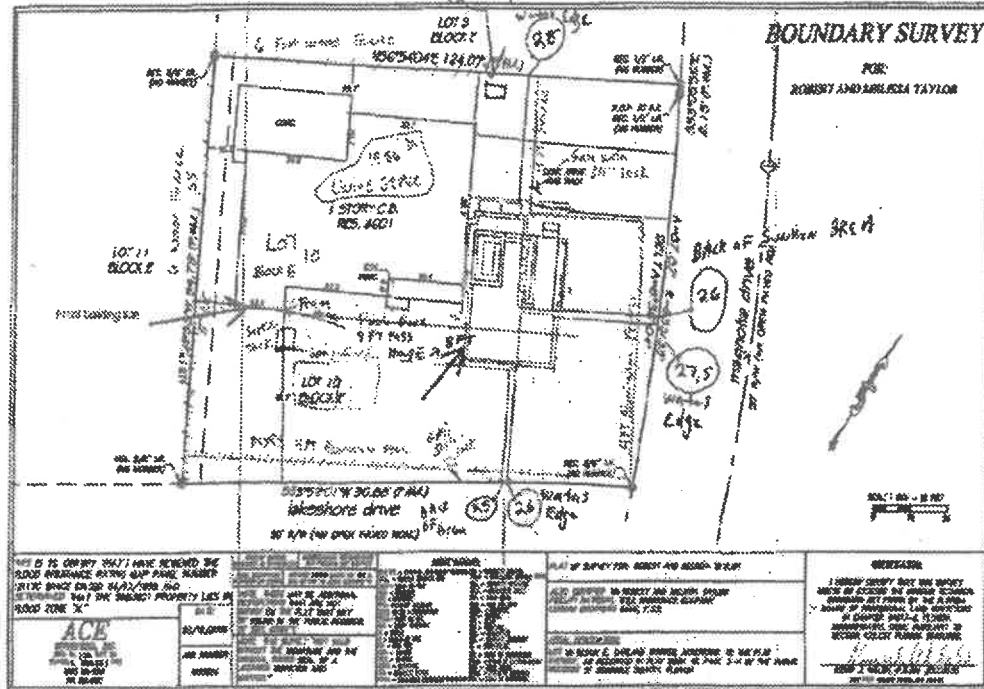
FILE NO.: BV2025-115

DEVELOPMENT ORDER #

25-30000115

EXHIBIT A  
SITE PLAN

LEGIBILITY UNSATISFACTORY



Certified Copy - Grant Maloy  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 11/14/2025 09:20:26 -05:00  
eCertified Id: D3E5-8AK1-151N  
Page 4 of 4

## **SETTLEMENT AGREEMENT, RELEASE AND COVENANT NOT TO SUE**

This Settlement Agreement, Release and Covenant Not to Sue ("Agreement") is entered into this \_\_\_\_, day of \_\_\_\_\_, 2025 between Seminole County, Florida ("County") and Robert and Melissa Taylor ("Taylors"), owners of the property located at 601 Lake Shore Drive, Maitland, Florida 32751, Parcel # 24-21-29-509-0E00-0100 ("Property"). The County and the Taylors are collectively referred to herein as the "Parties".

**WHEREAS**, County issued permit number BP25-00008630 ("Permit" or "Permit # BP25-00008630") to the Taylors to construct a pool on the Property and thereafter, the Taylors began construction; and

**WHEREAS**, after the permit was issued and significant construction commenced, it was determined that the location of the proposed pool was not permitted by the Seminole County Land Development Code; and

**WHEREAS**, the Taylors applied for a variance, County file number BV2025-115 ("Variance"), to allow the pool to remain in the location proposed by the Permit; and

**WHEREAS**, the Variance was granted by the Seminole County Board of Adjustments, see Development Order # 25-30000115 attached hereto and incorporated herein as Exhibit "A" ("Development Order"); and

**WHEREAS**, the Variance approval has been appealed by a neighboring property owner, and the Taylors have indicated they are amenable to terminating the Variance on the Property; and

**WHEREAS**, County has agreed to reimburse the Taylors for the purpose of returning the Property to the condition it existed before the permit was issued and construction commenced; and

**WHEREAS**, the purpose of this Agreement is to establish the terms and conditions of the Parties' understanding and to resolve the matter in the best interest of the public health, safety and welfare.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration set forth herein, the sufficiency of which is acknowledged by the Parties, the County and the Taylors agree as follows:

- 1) **RECITALS**. The above recitals are true and correct and are integrated into this Agreement.

from any matter directly or indirectly related to the Permit or Variance described herein. The Taylors credit, satisfy, release and discharge any and all damages and causes of actions that may have been caused by the County, as may be determined in the future, regardless of whether such acts are negligent, intentional, wrongful, or constitute a breach of duty, acts for which there is strict liability, or any acts whatsoever.

The Taylors understand and agree the County does not admit liability of any sort and that this Agreement is made as a compromise by the Parties to avoid unnecessary expenses, a protracted appeal and any subsequent potential litigation, and to finally terminate any and all controversy or claims against the County, known or unknown, any and all injuries and damages, including future unexpected developments of known items or unexpected new items, in any way growing out of or connected with the Permit or Variance described herein.

The Taylors covenant not to sue the County for any causes of action arising out of the Permit or Variance described herein.

5) **MISCELLANEOUS PROVISIONS.**

- a. This Agreement shall become effective upon the date the last party executes it.
- b. This Agreement shall be governed by the laws of the State of Florida. Venue for any proceedings shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida.
- c. If any provisions of this Agreement or the application thereof is deemed invalid or unenforceable by a court of law, the remainder of this Agreement will not be affected and will continue to be enforced to the extent permitted by law.
- d. This Agreement may not be assigned by either party without the written consent of the non-assigning party.
- e. The Parties agree that this Agreement is the entire agreement of the Parties, and it supersedes all oral and written agreements and negotiations between the Parties relating to the subject matter contained herein.

*[Signatures begin on the following page.]*