

**AMENDED AND RESTATED MYRTLE
FINAL DEVELOPMENT PLAN, DEVELOPER'S COMMITMENT AGREEMENT,
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On May 23, 2023, Seminole County executed this Revised and Restated Developer's Commitment Agreement to replace the Developer's Commitment Agreement #22-0500010, issued on December 13, 2022, and recorded in Seminole County Official Records Book 10376, Pages 1317-1326, relating to and touching and concerning the following described property:

Legal Description Attached as Exhibit "A"

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

1. **PROPERTY OWNER**

Patricia Lively and Lydia M. Beahn

2. **STATEMENT OF BASIC FACTS**

A.	Total Area:	14.27 Acres
B.	Zoning:	A-1 (Agriculture)
C.	Maximum Density	2 DU/Net Buildable Acre
D.	Maximum Number of Units:	Twenty-one (21)
E.	Maximum Building Height:	Thirty-five (35) feet (2 Stories)
F.	Minimum Width at Building Line:	Fifty (50) feet
G.	Minimum Lot Size:	5,500 square feet

The development approvals are consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.

The Property Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the above described property.

3. **LAND USE BREAKDOWN**

TRACT	DESCRIPTION	OWNERSHIP	Acre	Percentage
RW-1	Right-of-Way	Seminole County	1.10	7.71%
RT-1	Right-of-Way Dedication	Seminole County	0.28	1.96%
GW-1	Greenway/Open Space	H.O.A.	4.84	33.92%
PD-1	Stormwater Pond/Open Space	H.O.A.	0.94	6.59%
WD-1	Wetland/Conservation	H.O.A.	3.76	26.35%
Single Family Lots			3.35	23.47%
Total			14.27	100%

*Homeowner's Association (H.O.A.)

4. **OPEN SPACE AND RECREATION AREAS**

Gross Site Area: 14.27 acres
Wetland: 3.76 acres
Required Open Space: 10.51 (Net Buildable) X 50% = 5.26 acres
Open Space Provided: 5.78 acres

5. **BUILDING SETBACKS**

Lots	
Front Yard	Twenty (20) feet
Side Yard	Five (5) feet
Side street	Fifteen (15) feet
Rear Yard	Twenty (20) feet
Accessory Structures less than 200 sq ft and twelve (12) ft in height	
Side	Five (5) feet
Side Street	Fifteen (15) feet
Rear	Five (5) feet
Pool Screen Enclosures	
Side	Five (5) feet
Side Street	Fifteen (15) feet
Rear	Five (5) feet
Swimming Pool Waters Edge	
Side Yard	Seven and one half (7.5) feet
Side Street	Fifteen (15) feet
Rear Yard	Seven and one half (7.5) feet

6. **PERMITTED USES**

Detached single-family residential homes and their customary accessory uses as defined in the Seminole County Land Development Code.

7. **LANDSCAPE & BUFFER CRITERIA**

North: Ten (10) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.1 with 0.95 plant units per 100 linear feet utilizing Plant Unit A.

South (adjacent to residential lots): Fifteen (15) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.2 with 1.85 plant units per 100 linear feet utilizing Plant Unit A.

West (adjacent to Lake Avenue): Fifteen (15) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.2 with 1.85 plant units per 100 linear feet utilizing Plant Unit "C" only due to overhead powerlines.

West (adjacent to stormwater pond): Fifteen (15) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.2 with 1.85 plant units per 100 linear feet utilizing Plant Unit A. Buffer will impact the wetland buffer and wetland area.

East: Fifteen (15) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.2 with 1.85 plant units per 100 linear feet Utilizing Plant Unit A.

8. **DEVELOPMENT COMMITMENTS**

- A. All development shall comply with the Final Development Plan attached hereto as Exhibit B, which is incorporated herein by reference.
- B. A mandatory Homeowner's Association (H.O.A.) must be created to provide for management of all common areas and facilities.
- C. The developer shall provide a pedestrian circulation system within the development, sidewalks must comply with the Land Development Code of Seminole County.
- D. Accessory Buildings less than 200 sq. ft. must be setback 120' from centerline of Myrtle Street and fifteen (15) feet from all other external project boundaries.
- E. Swimming Pool Screen Enclosure must be setback 125' from the centerline of Myrtle Street and twenty (20) feet from all other external project boundaries.
- F. Swimming Pools must be setback 130' from the centerline of Myrtle Street and twenty-five (25) feet from all other external project boundaries.

- G. The Developer will be required to dedicate nine (9) feet of additional right-of-way along Myrtle Street and an additional ten (10) feet of right of way along Lake Avenue to Seminole County.
- H. Primary residential structures must maintain a minimum building setback of 140 feet from the center line of Myrtle Street and a minimum of thirty-five (35) feet from the west, south, and east perimeter boundary of the development.
- I. At time of Final Plat, a Greenway Ownership and Management Plan will be executed. The Plan will address the creation and maintenance, of the required landscape and hardscape design, lighting for streets and amenities, permitted uses within the Greenway Conservation area and hours of operation if applicable. The Plan and estimated costs will become part of the H.O.A. documents governing the use and maintenance of the open space and Greenway Conservation areas.
- J. A perpetual conservation easement that runs with the land and prohibits any development other than that listed in the Greenway Ownership and Management Plan must be executed at time of Final Plat.
- K. Except as required for permitted development, permitted landscaping, routine maintenance, removal of invasive species, or as specifically provided in this development approval; there will be no removal, destruction, or cutting of trees, shrubs, or other vegetation within the conservation easement, and the land within the easement area shall be allowed to grow in its natural state with supplemental native flora as indicated in the Greenway Ownership and Management Plan.
- L. There shall be no permitted development within, or disturbance of the wetlands and wetland buffer.
- M. The project shall be developed in one (1) phase.
- N. The wetlands will be placed in a conservation easement owned and maintained by the homeowner's association and dedicated to Seminole County.
- O. Fences, pools, and other residential structures be located no closer than twenty-five (25) feet from Secondary Conservation Areas.
- P. In addition to maintenance of the land in its natural state, the following uses are permitted in the greenway conservation easement: neighborhood recreational uses such as picnic areas, community gardens, trails, playgrounds, bikeways, tennis courts, basketball courts, and community pools; provided however that tennis courts, basketball courts, and community pools do not exceed a maximum of one (1) acre of the required greenway area.
- Q. Residential structures must be set at least thirty-five (35) feet back from the right-of-way line of any other rights-of-way external to the development, and

- residential structures must be set at least thirty-five (35) feet back from the boundaries with any external developments.
- R. A revised plan showing the sidewalk layout as agreed upon between the Applicant and Public Works Engineering will be provided at the time of Final Engineering. Sidewalks must be provided in front and adjacent to each residential lot.
 - S. Trees in the Public right-of-way will not be allowed. Please add a note to the final site plan stating that trees will not be planted in the public right-of-way.
 - T. Residential Structures must be set at least one hundred forty (140) feet back from the center line of Myrtle Street.
 - U. Solid fences are permitted along rear yard and side yard lot lines; however, fences with an opacity of greater than fifty (50) percent, nor any walls, nor any berms of over three (3) feet in height shall be permitted within 120 feet of the center line of Myrtle Street.
 - V. The visual impact of homes on exterior lots shall be minimized by the use of existing vegetation or planting of additional landscaping.
 - W. Stormwater retention areas must be designed and landscaped as an aesthetic asset to the greenway conservation easement.
 - X. At time of Final Engineering review, the Developer must demonstrate that the development meets the requirements of SCLDC Sec. 30.483(f) to incorporate stormwater volume reduction by retaining on-site the difference between pre-development and post-development runoff volume for a twenty-five (25) year, twenty-four (24) hour storm event with recovery of seventy-five (75) percent of volume within seventy-two (72) hours of the storm event.
 - Y. The development must connect to public utilities for water and sewer.
 - Z. Signage must comply with the Land Development Code of Seminole County.
 - AA. Street lighting shall be designed such that there is no light spillage of greater than one-half (1/2) foot candle onto properties adjacent to the Conservation Village or onto conservation easement.
 - BB. Unless specifically addressed otherwise herein, all development will fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of permit issuance.
 - CC. A minimum five (5) foot side yard drainage easement shall be required on all lots; air conditioning units, pool equipment, water softeners, or similar facilities, and other encumbrances shall not be permitted within three (3) feet from the side property line within the drainage easements.
 - DD. This Developer's Commitment Agreement touches and concerns the aforescribed property, and the conditions, commitments, and provisions of this Developer's Commitment Agreement and will perpetually burden, run with, and follow the said property and be a servitude upon and binding upon

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said property unless released in whole or in part by action of Seminole County by virtue of a document of equal dignity herewith.

EE. The terms and provisions of this Developer's Commitment Agreement are not severable, and in the event any portions of this Developer's Commitment Agreement shall be found to be invalid or illegal, then the entire Developer's Commitment Agreement shall be null and void.

9. **RELATIONSHIP TO FINAL DEVELOPMENT PLAN AND DEVELOPER'S COMMITMENT AGREEMENT**

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Development Plan for the property, which is approved concurrently by Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Development Plan, the terms and conditions of Developer's Commitment Agreement will control.

Approved as to form and legal
sufficiency

DONE AND ORDERED ON
THE DATE FIRST WRITTEN ABOVE

SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS

County Attorney

By: _____
Amy Lockhart, Chairman

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____ who is ☐ personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 202__.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

OWNER'S CONSENT AND COVENANT

COMES NOW, Patricia Lively, the owner of the above described property, on behalf of itself and it's 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 Developer's Commitment Agreement.

Witness

Patricia Lively, Owner

Print Name_____

Witness

Print Name_____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, who is ☐ personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 202__.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

OWNER'S CONSENT AND COVENANT

COMES NOW, Lydia Beahn, the owner of the above described property, 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 Developer's Commitment Agreement.

Witness
Print Name_____

Lydia Beahn

Witness
Print Name_____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, who is ☐ personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 202__.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

Exhibit A
Legal Description

LOTS 11, 31, 32, 33 AND 34 OF EUREKA HAMMOCK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 106, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND LYING IN THE SOUTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 30 EAST, OF SAID SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER (1/4) CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE N89°35'37"E ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 24, A DISTANCE OF 2,650.97 FEET TO A POINT BEING THE INTERSECTION OF THE CENTERLINES OF MYRTLE STREET (A 33 FEET WIDE RIGHT OF WAY PER THE AFOREMENTIONED EUREKA HAMMOCK PLAT) AND LAKE AVENUE (A 30 FEET WIDE RIGHT OF WAY PER SAID EUREKA HAMMOCK PLAT); THENCE S00°13'21"E ALONG THE CENTERLINE OF SAID LAKE AVENUE, A DISTANCE OF 16.50 FEET TO A POINT ON THE EXTENDED SOUTHERLY RIGHT-OF-WAY OF MYRTLE STREET; THENCE N89°37'36"E ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF THE AFOREMENTIONED LOT 34; THENCE N89°37'36"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND COINCIDENT WITH THE NORTH LINES OF SAID LOTS 34 AND 11, A DISTANCE OF 635.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, THENCE S00°17'58"E ALONG THE EASTERLY LINE OF SAID LOT 11, A DISTANCE OF 1,286.37 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF LANARK STREET (A 40 FEET WIDE RIGHT OF WAY PER THE FORMERLY MENTIONED EUREKA HAMMOCK); THENCE, DEPARTING SAID EASTERLY LINE OF LOT 11, S89°38'37"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND COINCIDENT WITH THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 329.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE N00°06'40"W, ALONG THE WESTERLY LINE OF SAID LOT 11, A DISTANCE OF 640.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE S89°35'34"W ALONG THE SOUTH LINE OF SAID LOT 31, A DISTANCE OF 308.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID LAKE AVENUE; THENCE N00°13'20"W ALONG SAID EASTERLY RIGHT-OF-WAY AND COINCIDENT WITH THE WESTERLY LINE OF SAID LOTS 31, 32, 33, AND 34 A DISTANCE OF 646.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 621,592.37 SQUARE FEET OR 14.2698 ACRES, MORE OR LESS.

Exhibit B Final Master Plan

