

Item # 38

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** MYRTLE STREET SUBDIVISION URBAN CONSERVATION VILLAGE  
PRELIMINARY PLAN, Sandy Bierly, Applicant

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

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Tony Walter **EXT.** 7375

<b>Agenda Date</b> <u>9/28/04</u> <b>Regular</b> <input checked="" type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

1. APPROVAL of the Preliminary Plan for an Urban Conservation Village single family subdivision located at 1435 Myrtle Street; or
2. APPROVAL of the Preliminary Plan for an Urban Conservation Village single family subdivision located at 1435 Myrtle Street with additional conditions; or
3. DENY the Preliminary Plan for an Urban Conservation Village single family subdivision located at 1435 Myrtle Street; or
4. Continue until a date and time certain.

District – 5 McLain

Tony Walter, Assistant Planning Manager

**BACKGROUND:**

In June 2004 the Board of County Commissioners adopted Policy FLU 9.3 Myrtle Street Study Area Urban Conservation Village Development Concept to facilitate creative design concepts focused on preservation of natural open spaces, sensitive lands and area character in the Myrtle Street Study area. The Board also authorized staff to advertise an ordinance amending the Land Development Code to implement the Policy.

At their August 10, 2004 meeting the Board adopted the Urban Conservation Village amendment to the Land Development Code and renamed the area to Eureka Harnmock Urban Conservation Village. During development of the Land Development Code amendment, the applicant worked with staff applying the proposed amendment regulations to the 29.33 acre project. The Preliminary Plan presented in this packet is consistent with the Urban Conservation Village Policy in the Comprehensive Plan and with the Urban Conservation Village ordinance.

<b>Reviewed by:</b> <b>Co Atty:</b> <u>[Signature]</u> <b>DJS:</b> _____ <b>Other:</b> _____ <b>DCM:</b> _____ <b>CM:</b> <u>[Signature]</u> <b>File No.</b> <u>rpdp01</u>
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The Preliminary Plan is reviewed by the Planning and Zoning Commission for its recommendation then forwarded to the Board of County Commissioners for approval or denial. After finalizing their proposal for development, the applicant then provides a Final Master Plan and Developers Commitment Agreement which shall be approved or denied by the Board of County Commissioners.

At their August 10, 2004 meeting the Board directed staff to conduct neighborhood meetings to obtain comments on all Urban Conservation Village projects in the Eureka Hammock Urban Conservation Village prior to the Planning and Zoning meeting. The resulting comments are to be included in the agenda memorandums for both the LPA/P&Z and the BCC.

### **MYRTLE STREET TASKFORCE COMMENTS:**

Staff met with the neighborhood representative on August 26, 2004. Because only one representative was able to attend due to clean-up from Hurricane Charley, staff provided a copy of the plan and Greenway Ownership and Management Plan for those unable to attend. To date the following comments have been provided:

- The landscape plan and maintenance plan appear to be designed for a golf course consisting of more fertilization, pesticide treatment, mowing and trimming than one would expect in a conservation setting.
  - Staff met with the applicant to clarify this issue and the applicant is revising the Plan to reflect staff and taskforce comments. The revised plan will be provided prior to the meeting.
- There was concern about the stormwater quality treatment, both as part of the stormwater retention ponds and vegetative treatment.
  - The applicant stated that all stormwater is routed first into the pond at the center of the project for initial treatment then flows to the two ponds in the northeast and southwest corners of the property prior to discharge from the site.
  - The revised Greenway Ownership and Management Plan will clarify how the plant materials surrounding the ponds will treat the stormwater and the applicant will install a small swale adjacent to the ponds to intercept any direct runoff from nearby lots which would otherwise not be treated prior to entering the stormwater system and which may contain fertilizer and pesticides.
- There was a suggestion that the internal roadway be narrower than the proposed 50' shown on the Plan and that the two cul-de-sacs be connected to provide more of a meandering/circular roadway.
  - Due to the size of the parcel and the location of the Primary Conservation Area (Wetlands) in the southwest corner, connecting the two cul-d-sac's with a narrower road could result in more impervious area and would

sever the Primary Conservation Area from the rest of the Greenway Space.

**LPA/P7Z RECOMMENDATION:**

Due to Hurricane Frances, the September 1, 2004 LPA/P&Z was postponed until September 15, 2004. Staff will provide the LPA/P&Z recommendations at the meeting.

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the Preliminary Plan for an Urban Conservation Village single family subdivision located at 1435 Myrtle Street with the following conditions:

1. That a Greenway Ownership and Management Plan include landscape and hardscape design, including street and amenities lighting concepts and hours of operation, permitted uses, maintenance plans and estimated costs.
2. That the Greenway Ownership and Management Plan become part of the Homeowner's Association documents governing the use and maintenance of the open space and Greenway areas.
3. That permitted active recreational uses are limited to one basketball court, pavilion and tot lot consisting of no more than 0.53 acres.
4. That a perpetual conservation easement be executed that runs with the land and prohibits any development other than that listed in the Greenway Ownership and Management Plan.
5. That 0.56 acres of land be dedicated to the County as right-of-way for Myrtle Street.
6. That Myrtle Street is widened to County Standards along the frontage of the property abutting Myrtle Street.
7. That a left turn lane be constructed on Myrtle Street.
8. That a recreational trail be constructed within the Lanark Street right-of-way extending the trail east from the termination point at the adjacent property to the west, to Nolan Road.

Attachments: Myrtle Street Subdivision Preliminary Plan  
Myrtle Street Subdivision Preliminary Greenway Ownership and Management Plan  
Copy of Urban Conservation Village Ordinance  
Draft Developer Commitment Agreement

**MINUTES FOR THE SEMINOLE COUNTY  
LAND PLANNING AGENCY/  
PLANNING AND ZONING COMMISSION  
SEPTEMBER 15, 2004**

**Members present:** Richard Harris, Alan Peltz, Chris Dorworth, Dudley Bates, and Ben Tucker.

**Also present:** Tony Walter, Assistant Planning Manager, Matt West, Planning Manager, Tina Deater, Senior Planner, Jeffrey Hopper, Senior Planner, Steve Lee, Assistant County Attorney, Kim Romano, Assistant County Attorney, Jim Potter, Development Review, Michael Rumer, Planner, and Candace Lindlaw – Hudson, Senior Staff Assistant.

Myrtle Street Subdivision; Acorn Associates / Sandy Bierly, applicant; approximately 28.74 acres; Final Master Plan Approval for an Urban Conservation Village single family subdivision located at 1435 Myrtle Street. (Z2004-044)

Commissioner McLain – District 5  
Tony Walter, Assistant Planning Manager

Mr. Walter reviewed the background of the application, stating that the property had been analyzed for conservation areas, identifying wetlands. The final plan has two roads with a cul-de-sac. The applicant has met the two units per acre criteria. The pedestrian/equestrian trail connects to the Nolan tract. 51.4 percent greenway and open space is achieved. There is a three pond system of water retention and filtration. The project connects to water and sewer. The applicants have submitted a greenway owner/management plan. Setbacks are met. 60 percent of the greenway is in one primary area.

The landscape plan was shown. Plant materials will be drought resistant trees, with bahia grass used. A shallow swale will run around the pond to direct run-off. Ponds will be planted with beneficial aquatic plants. A temporary watering system will be used to help establish plantings in the green space area.

Mr. Walter stated that there had been major concerns from the public about storm water run off and retention ponds and also that the plan did not come off in the spirit of the conservation village as originally discussed. They felt that this was not rural in character, in keeping with the surrounding area.

Mr. Walter stated that .53 acres in the entrance area will be for a tot lot, tennis court or pool.

Commissioner Tucker asked about the fencing used.

Mr. Walter stated that we adopted fencing at 50 percent opacity. No privacy fences are allowed.

Commissioner Tucker noted the position of the tot lot near a main road and asked about alignment of the trail with nearby trail placements.

Mr. Walter noted that the road is substandard. The applicant must provide right of way for the road. Recently, the sheriff's office delivered flood notices to properties in danger of flooding. No area residents were notified.

Michele Tanner of CPH Engineers expressed her appreciation for the cooperation of the staff during the process.

Commissioner Harris asked why there were cul-de-sacs rather than the loop road.

Michele Tanner said that the loop road will bisect the green/open space area. Density calculations called for more roads, so we chose this configuration to cut back on the amount of pavement used.

Matt West stated that the right of way dedication was required to bring the road up to code.

**Commissioner Dorworth made a motion to recommend approval as stated in the staff report.**

**Commissioner Bates seconded the motion.**

**The motion passed unanimously (5 – 0).**

PRELIMINARY MASTER PLAN AND PRELIMINARY  
SUBDIVISION PLAN FOR

*Myrtille Street  
Subdivision*

ACORN DEVELOPMENT COMPANY  
SEMINOLE COUNTY, FLORIDA

**APPLICANT**  
ACORN DEVELOPMENT COMPANY  
131 PARK LANE STREET  
ORLANDO, FLORIDA 32803  
(407) 321-8600  
CONTACT: BRINDY BENLY

**OWNER**  
HENRY J. SCHUMACHER & ANN ESTERSON  
1235 MYRTLE STREET  
SAFFORD, FLORIDA 32773  
(407) 323-1048  
CONTACT: ANN ESTERSON

**ENGINEER**  
CPH ENGINEERS, INC.  
300 WEST FELTON STREET  
SAFFORD, FLORIDA 32773  
(407) 322-4841  
CONTACT: LAURENCE M. POLNER, P.E.

**PLANNER**  
CPH ENGINEERS, INC.  
1117 EAST ROBINSON STREET  
ORLANDO, FLORIDA 32805  
(407) 425-0432  
CONTACT: MICHELLE H. TANNER

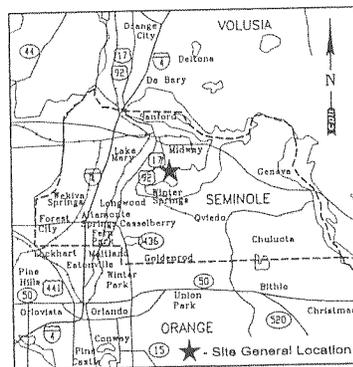
**LANDSCAPE ARCHITECT**  
CPH ENGINEERS, INC.  
300 WEST FELTON STREET  
SAFFORD, FLORIDA 32773  
(407) 322-4841  
CONTACT: MICHAEL J. LUDRICK

**SURVEYOR**  
DOUGHEY SURVEYING AND MAPPING CORP.  
PROFESSIONAL SURVEYORS & MAPPERS  
200 EAST COMMERCIAL STREET  
SAFFORD, FL. 32771  
(407) 322-1451  
CONTACT: DAVID A. DOUGHEY, PLS

**SOILS CONSULTANT**  
UNIVERSAL ENGINEERING SERVICES  
3532 MAGNIE BOULEVARD  
ORLANDO, FL. 32811  
(407) 423-0504  
CONTACT: C. BERNARD MARTIN, P.E.

**ENVIRONMENTAL CONSULTANT**  
MONSIEUR ENVIRONMENTAL CONSULTING, INC.  
740 FLORIDA CENTRAL PARKWAY, SUITE 2004  
LOVESHEDD, FL 32150  
(407) 280-0448  
CONTACT: STEVE BUTLER

**UTILITIES**  
WATER - SEMINOLE ENVIRONMENTAL SERVICE DIV.  
SEWER - SEMINOLE ENVIRONMENTAL SERVICE DIV.  
STORM WATER - MYRTLE STREET SUR. HOA  
ELECTRIC - FLORIDIAN ENERGY  
TELEPHONE - BELLSOUTH  
GAS - FLORIDA PUBLIC UTILITIES  
CABLE - BRIGHT HOUSE



VICINITY MAP  
NTS

LEGAL DESCRIPTION

A portion of land, all lying in the Southeast 1/4, of Section 23, Township 20 South, Range 30 East, Seminole County, Florida, more particularly described:  
Line 106 and 107, of the MAP OF EUREKA HAMMOCK, according to the plat thereof as recorded in Plat Book 1, Page 106 of the Public Records of Seminole County, Florida, LESS the North 850 feet of Lot 107, conveyed to Seminole County, Florida for Highway purposes, TOGETHER WITH Lots 93, 84, 85, 90, 87, 88, 89, and 90, lying North of Lanark Street in said MAP OF EUREKA HAMMOCK, AND ALSO TOGETHER WITH a portion 1/2 of Lanark Street lying East of the West line of Lot 107, extended South to the centerline of said Lanark Street and lying West of the East line of Lot 90, extended South to the centerline of said Lanark Street, AND ALSO 1/2 of Lanark Street and lying West of the East line of Lot 90, extended to the centerline of said Lanark Street, AND ALSO Lanark Street and lying West of the East line of Lot 90, extended to the centerline of said Lanark Street, MAP OF EUREKA HAMMOCK, according to the plat thereof as recorded in Plat Book 1, Page 106 of the Public Records of Seminole County, Florida, containing 1277641.73 square feet or 29.3300 acres.

INDEX OF SHEETS

1. COVER SHEET
2. EXISTING RESOURCES AND SITE ANALYSIS MAP
3. PRELIMINARY SITE PLAN
4. PRELIMINARY ENGINEERING PLAN
5. PRELIMINARY LANDSCAPE PLAN
6. SURVEY



Engineers  
Landscapers  
Landscape Architects  
Landscape Planners  
Construction Management  
Interior Design  
Architectural  
Interior Architecture  
Site Planning  
Urban Planning  
Public Works  
Professional Services  
www.gphinc.com  
Phone: 407.322.4841 Fax: 407.322.4842

SEARCH	NONE	DATE	AUG. 2, 2004	JOB NO.	ALASS.1	JOB TITLE	COVER SHEET
APPROVED		DATE		JOB NO.		JOB TITLE	
MODIFIED PER MASTER PLANS/COMMENTS Reason:							
NAME	DATE	DATE	DATE	DATE	DATE	DATE	DATE
DESIGNED BY	MMT	MMT	MMT	MMT	MMT	MMT	MMT
DRAWN BY	MMT	MMT	MMT	MMT	MMT	MMT	MMT
CHECKED BY	MMT	MMT	MMT	MMT	MMT	MMT	MMT
APPROVED BY	MMT	MMT	MMT	MMT	MMT	MMT	MMT

COVER SHEET

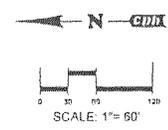
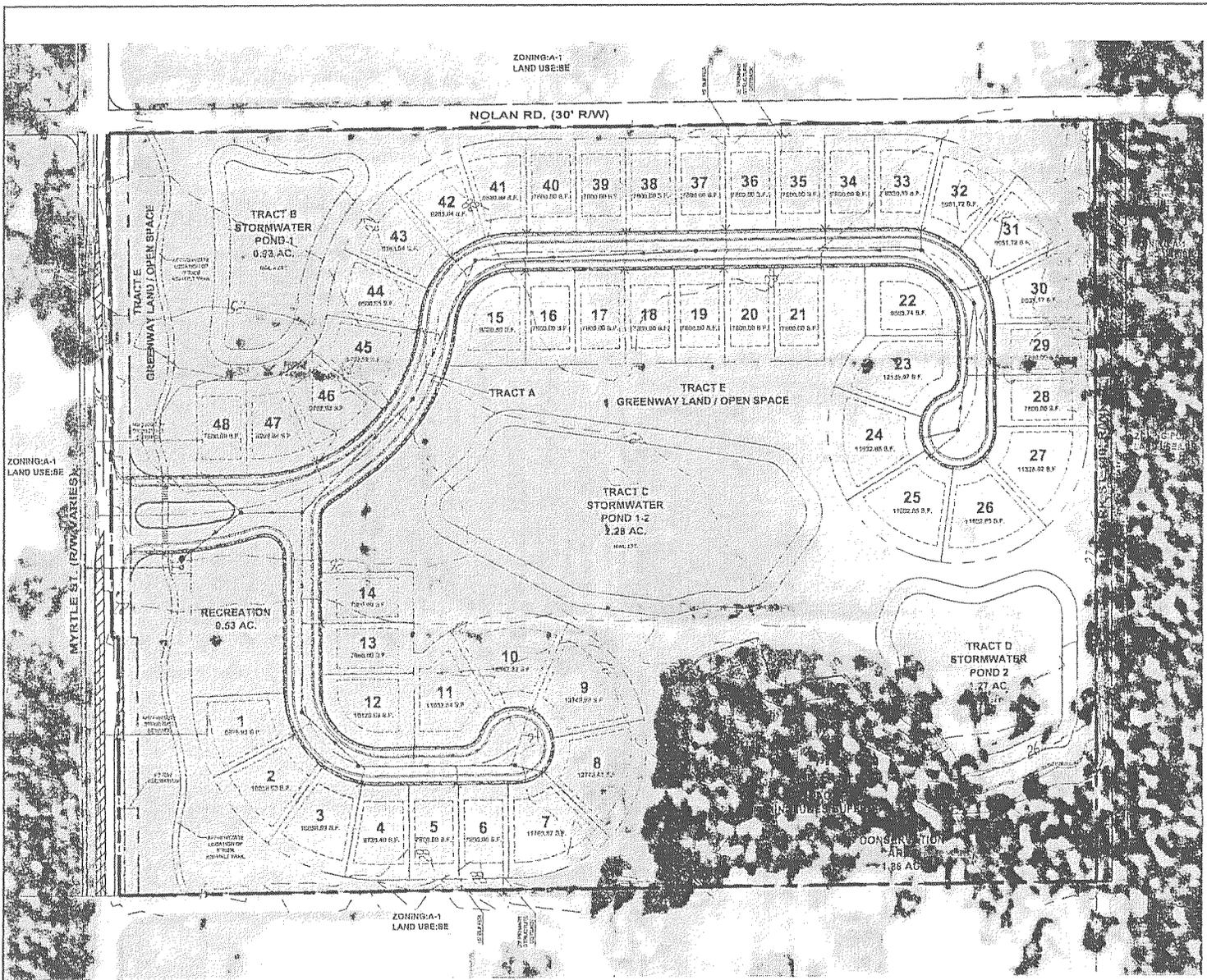
ACORN DEVELOPMENT COMPANY  
MYRTLE STREET SUBDIVISION  
SEMINOLE COUNTY, FLORIDA

Sheet No. **1**

GEORGE W. FETTERLIFT  
1411

RECEIVED





**LAND USE SUMMARY:**

LOT AREA	10.27%
GROUP OF LOTS	2.29%
GREENWAY/OPEN SPACE	1.83%
RECREATION	0.53%
STORMWATER POND 1	0.93%
STORMWATER POND 2	1.77%
RECREATION	0.53%
CONSERVATION	1.86%
TOTAL	19.01%
TOTAL LOTS	48 LOTS

**STORMWATER POND 1: 0.93 AC.**

**STORMWATER POND 2: 1.77 AC.**

**RECREATION: 0.53 AC.**

**CONSERVATION: 1.86 AC.**

**TRACT A: GREENWAY LAND / OPEN SPACE**

**TRACT B: STORMWATER POND 1**

**TRACT C: STORMWATER POND 1-2**

**TRACT D: STORMWATER POND 2**



GPN  
 Geotechnical  
 Planning  
 Engineering  
 10000 N. US Highway 1, Suite 1100, Jacksonville, FL 32216  
 Phone: 904.241.1111 Fax: 904.241.1111

Project Name	AS SHOWN
Client	AUG 2, 2024
Drawn by	ASSETS
Checked by	ASSETS
Approved by	ASSETS
Scale	1" = 60'
Sheet No.	33
Project No.	24-0000
Revision	1
Revision Description	MODIFIED PER MASTER PLANNING COMMENTS
Revision Date	08/02/24
Revision By	ASSETS
Revision Checked	ASSETS
Revision Approved	ASSETS

**PRELIMINARY SITE PLAN**

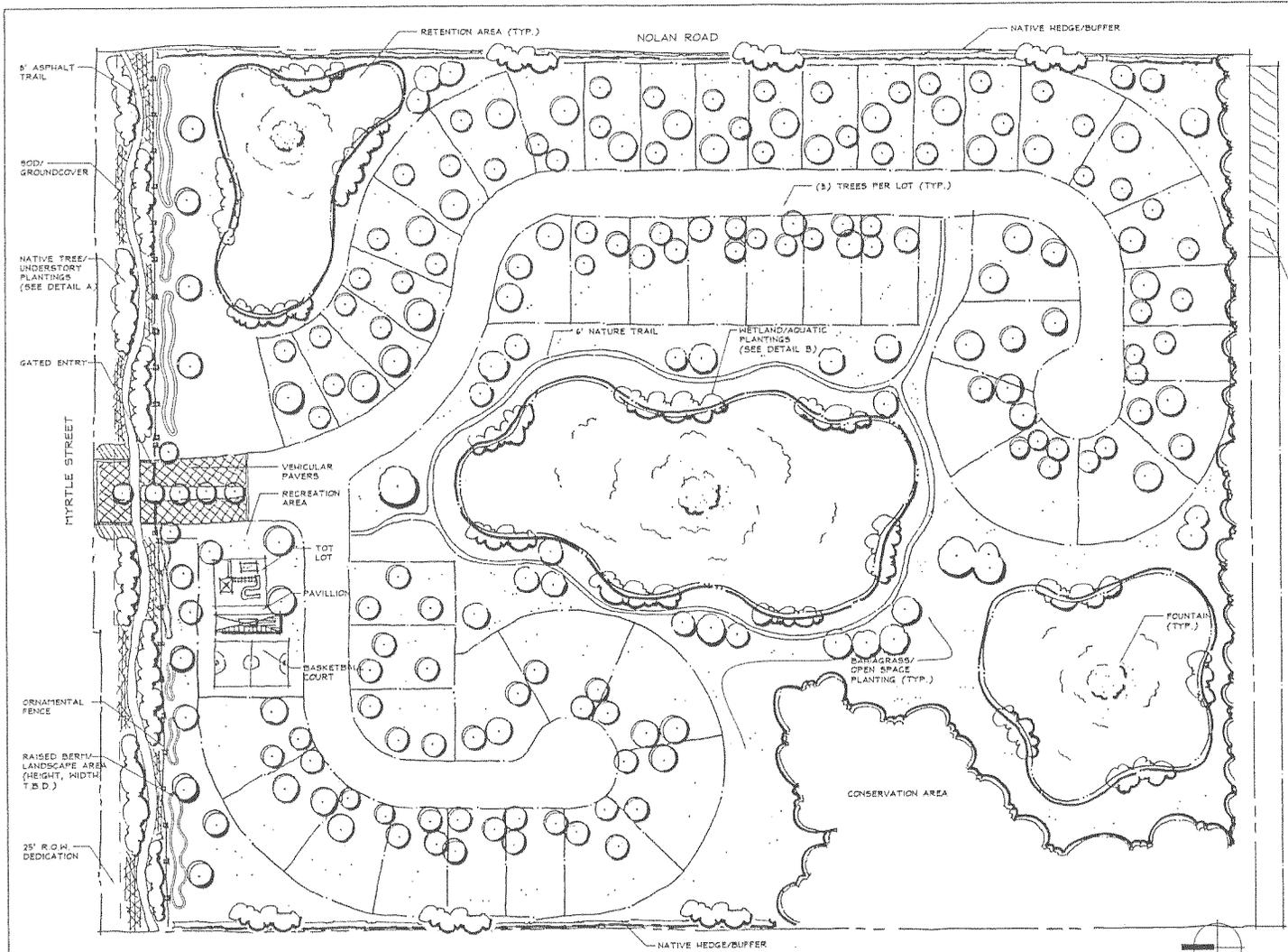
**ACORN DEVELOPMENT COMPANY**

**MYRTLE STREET SUBDIVISION**

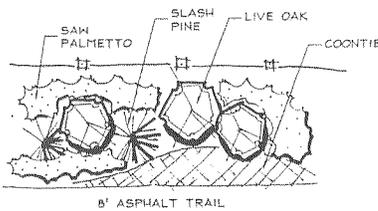
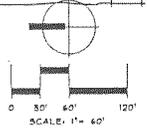
**SEMINOLE COUNTY, FLORIDA**

Sheet No. **33**  
 AUGUST 2, 2024

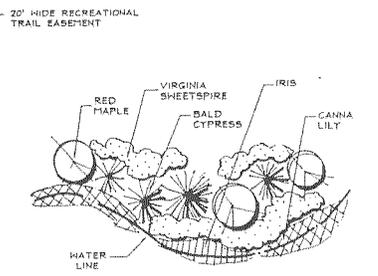




CONCEPTUAL LANDSCAPE PLAN (EXHIBIT A)  
SCALE: 1" = 40'



LANDSCAPE DETAIL 'A'  
SCALE: 1" = 20'



LANDSCAPE DETAIL 'B'  
SCALE: 1" = 30'

LANARK STREET  
(TO BE VACATED)

LAND USE SUMMARY

LOT AREA	10.23 AC
RIGHT OF WAY	2.62 AC
CONSERVATION	1.58 AC
RIGHT OF WAY DEDICATION	0.56 AC
LIFT STATION	01 AC
GREENWAY LAND/OPEN SPACE (PROVIDED)	13.83 AC
OPEN SPACE	6.42
RECREATION	0.53
STORMWATER	4.48
<b>TOTAL ACREAGE</b>	<b>29.33 AC</b>
<b>TOTAL UNITS</b>	<b>46 UNITS</b>
<b>GREENWAY LAND/OPEN SPACE (REQUIRED)</b>	<b>29.33 AC (TOTAL SITE AREA)-1.00 AC (PRIMARY CONSERVATION)-56 AC (MYRTLE ST R.O.W. DEDICATION) = 26.89 AC X 50% = 13.45 AC</b>

LANDSCAPE NOTES:

1. Refer to preliminary native plant schedule as to the types and uses of plant materials to be used within various areas of the proposed site.
2. Refer to Greenway Ownership and Management Plan as to the method in which particular areas (i.e. conservation, buffer) are to be managed.
3. Refer to biotagrass management schedule for proposed activities and the timing of each activity within open space areas.
4. Refer to tree, shrub, and groundcover schedule for proposed activities and the timing of each activity within open space areas.



Scale	AS SHOWN
Date	JULY 2004
Project	PRELIMINARY LANDSCAPE ARCHITECTURE
Scale	1" = 40'

REVISIONS  
DATE  
BY  
DESCRIPTION

REVISIONS PER WASTEWATER PLAN AND SFP COMMENTS  
DATE  
BY  
DESCRIPTION

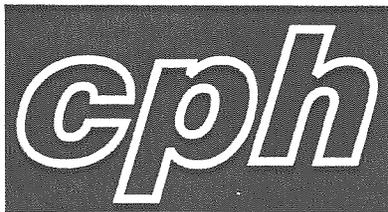
Agency	Date	Drawn by	Checked by
City of Myrtle Beach	7/27/04	MMJ	MMJ
City of Myrtle Beach	7/27/04	MMJ	MMJ
City of Myrtle Beach	7/27/04	MMJ	MMJ

PRELIMINARY LANDSCAPE PLAN  
ACORN DEVELOPMENT COMPANY  
MYRTLE STREET SUBDIVISION  
SEMINOLE COUNTY, FLORIDA



# Myrtle Street Subdivision

## *Greenway Ownership And Management Plan*



*Engineers  
Planners  
Landscape Architects  
Surveyors  
Construction Management  
Design/Build*

*Certificate of Authorization No. 00003215*

500 West Fulton Street  
Sanford, Florida 32771  
Phone: 407.322.6841  
Fax: 407.330.0639

SUBMITTED JULY 7, 2004  
REVISED AUGUST 19, 2004

# **Myrtle Street Subdivision Greenway Ownership and Management Plan**

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  - H. Irrigation Management**
  
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# **Greenway Ownership and Management Plan**

## **I. Overview**

The following Preliminary Greenway Ownership and Management Plan has been developed to provide a description of the Greenway, establish goals and objectives for the management of resources, and create standards for the operation and management of the Greenway and open spaces.

Conceptual plans and exhibits have been provided to suggest various uses for identified areas. The information included within provided exhibit suggests management techniques and methodologies conducive to short and long term management strategies.

Upon review and approval by Seminole County, final management recommendations and strategies will be included within a Greenway Ownership and Management Plan to be implemented upon completion of construction of the Conservation Village, Greenway, and open spaces.

## **II. Greenway Description**

The areas identified for Greenway and open space usage contain a total of 13.43 acres. Refer to the Land Use Summary included within Exhibit A for further detailed land use allocations.

Specific functions of the Greenway include the protection and preservation of existing natural communities, preservation of upland communities, implementation of native plant communities, stormwater management, aquatic area and wetland management, and landscape management. Refer to Exhibit B for a preliminary native plant schedule.

Recreational uses of the Greenway include the pedestrian use of a 6' nature trail comprised of mulch materials and an 8' asphalt trail suitable for bicycle and pedestrian use. Open spaces have been provided that are suitable for a variety of activities.

## **III. General Management Requirements and Strategies**

A. Provide HOA or Owner with 3 written proposals due before possession date for aquatics management, conservation and upland management, and landscape management from experienced local businesses capable of performing work specified herein. Accepted proposal and maintenance contract will be for period of 2 years and renewable in 1-year increments. Management will begin immediately after final acceptance of landscape construction by HOA or Owner. During the first year warranty period, the Contractor shall be responsible for insuring that the management contract is being followed.

**B. Professional aquatic area management shall include necessary cultivation, weeding, protective spraying, and removal of exotic nuisance plant species that could potentially cause detrimental conditions to retention areas. Aquatic plant materials are to be managed in a manner as to provide aesthetic quality and specified water retention area capacity. All trash in and surrounding the retention area's perimeter is to be removed during each monthly visit. Typical procedures consistent with good aquatic management are to be implemented to provide for potential healthy fish populations and overall improved water quality.**

**Conservation and Upland management shall include necessary cultivation and vegetation management to remove invasive exotic plant species from identified conservation and upland areas. The management program implemented shall provide for increased survival and proliferation of native plant species conducive to the restoration of Central Florida native plant communities. The management program shall implement standards set forth within the most current NFPA 299 document relating to fire protection of life and property. The implemented management program shall be monitored on a monthly basis with site visit reports to be forwarded to the HOA or owner's representative.**

**Landscape management shall include necessary watering, cultivation, weeding, pruning, wound dressing, disease and insect pest control, protective spraying, labor for replacement of dead plant material, straightening plants which lean or sag, adjustments of plants which settle or are planted too low, mowing, replacement of mulch that has been displaced, repairing and reshaping of tree saucers, and reseeding or replanting of those areas affected. Remove rubbish, waste, tools, and equipment used at end of each workday. Other procedures consistent with good horticultural practice necessary to insure vigorous, healthy growth of plant material are also part of the Landscape Management Contract.**

**During first year of Landscape Management Contract, replacement of plant material shall be responsibility of Contractor with exceptions as listed herein.**

**Landscape maintenance contractor shall purchase and maintain Contractor's general liability insurance in amount of \$1,000,000 for protection from Contractor's operations under Management Contract. Certification of such insurance shall be filed with HOA or Owner prior to commencement of work.**

**C. Following are specifications covering major items of work dealing with the maintenance of the grounds including trees, shrubs, ground covers, and turf areas.**

**The work outlined shall include but not be limited to the following maintenance tasks:**

- 1. Care of architectural landscape elements**
- 2. Edging**
- 3. Fertilization**
- 4. Irrigation / watering**
- 5. Mowing**
- 6. Mulching**
- 7. Pesticide application**
- 8. Pruning**
- 9. Weeding**

**At the end of each maintenance day, all walks, drives, road, parking lots and common areas will be free of any loose materials, trash, or debris.**

**All personnel shall be required to wear proper attire, which, as a minimum, includes a standard shirt carrying company name and/or logo, present a good appearance, and maintain a professional code of conduct.**

**All personnel shall take lunch breaks and use restroom facilities in areas designated by the Owner.**

**No storage or provision for storage shall be made on site for maintenance equipment or materials. Contractor shall be responsible for transporting equipment and materials to the site and off site in sealed or secured containers and vehicles as required, unless specifically allowed by written contract.**

**All work, unless otherwise specified herein, shall be part of the contract amount quoted.**

**D. Turfgrass Management**

**1. Mowing**

**Grass clippings, from mowing St. Augustine turf areas, are to be collected on an as-needed basis and removed from the project area the same day as collected or composted if on-site facility exists, by written permission from the Owner only. Grass clippings from Bahia turf areas may be scattered, through use of mulching mower provided any accumulation is not noticeable. Certain specific areas of Bahia turf may be allowed to mature in order to propagate the grass through seed drop, only, through specific notification to the Contractor from the Owner.**

**All debris from mowing, trimming, and edging must be picked up and removed from the property by the Contractor, and at the Contractor's expense, immediately after mowing. Small loose debris is expected to be swept or blown**

off walkways, driveways, etc. This small loose debris should not be discarded into any conservation areas, planted or mulched areas, or retention areas.

Mowing heights are to be maintained at three to four inches for both Bahiagrass and St. Augustine grass. The Owner will retain the option to choose the mowing height. **THE MOWER BLADES MUST BE SHARP AT ALL TIMES AND CLEANED AFTER EACH CUTTING SO AS NOT TO SPREAD DISEASE, PESTS, ETC.**

No more than one-third of the grass height shall be cut at any one mowing.

Mowing around all pond areas shall be in a manner as to eject cuttings away from the water. Care shall be taken to stay clear of all littoral zone plantings.

**REFER TO EXHIBIT C FOR TURFGRASS MANAGEMENT SCHEDULE**

**E. Shrub and Groundcover Management**

**1. Pruning (for all shrubbery/trees with clear trunk under 10 feet)**

Plants shall be neatly trimmed a minimum of once per month, or as deemed necessary and directed by the HOA or Owner, and in conjunction with the landscape design theme. Pruning more than once per month shall be at additional costs.

Diseased or deadwood, whenever visible, will be removed immediately.

Prune at the time of season proper for the variety per industry standards. Prune flowering trees and shrubs after the blooming period.

Shrubs under canopy trees will be maintained below the height of the clear trunk to exhibit a clear break between shrubs and trees.

**Chemical trimming or pruning will not be allowed under any circumstances!**

All trimming and pruning debris is to be picked up and removed from the property on the day of each trimming, by the Contractor and at the Contractor's expense.

**2. Weed control**

Weeding is to be done on a routine basis to maintain TOTAL weed control. **NOTE: Individual weeds or groups of weeds larger than 2 inches in height or diameter ARE NOT IN CONTROL and the Contractor will be expected to remove these immediately.**

**REFER TO EXHIBIT D FOR TREE, SHRUB AND GROUNDCOVER MANAGEMENT SCHEDULE**

**F. Tree and Palm Management**

**1. Pruning (for trees with clear trunk above 10 feet)**

*Prune, thin and trim all trees per the Natural Arborist Association specifications for pruning of shade trees to keep the trees healthy, to maintain the natural character of the variety, to control shape and to prevent crowding.*

*Pruning will also be required, from time to time, to remove damaged branches from storms or when blocking or intruding on signs, parking lots, nature trails, walkways, vehicular sight triangles, etc.*

*Dead or dying palm fronds are to be removed from the palm trees, as often as necessary to maintain a neat appearance. No palm fronds shall be removed that create a branching pattern that is less than 90 degrees from vertical.*

**2. Weed Control**

***NOTE:*** *Under no circumstances will any tree, planted in a sod area, be weeded with a string-type weed trimmer! Hand-weed only! Tree-ring (18-inches minimum radius from outside of trunk) shall be edged with mechanical edgers only.*

**3. MULCH**

*All plant beds and tree pits (except pinelnative areas) shall have a minimum of three-inches of pine bark or pine straw mulch (or approved equal) maintained.*

*Mulch shall be "top dressed" to proper depth when found necessary, as part of the contract price.*

**REFER TO EXHIBIT D FOR TREE, SHRUB AND GROUNDCOVER MANAGEMENT SCHEDULE**

**G. Fertilization and Pest Management**

**1. Sod- Schedule 1**

*The fertilizer shall be a commercial grade produced and recommended for use on the St. Augustine and Bahia type grasses: recommend sulfur coated urea product, time-release, with micro nutrients.*

## **2. Trees, shrubs and ground cover**

*Fertilizer shall be applied to all trees, shrubs, and ground covers with the exception of pines, saw palmettos and other established native (existing) areas. Fertilizer shall be commercial grade. Recommend 8-10-10 sulfur coated, time-release, or recommendations by the laboratory test results. Frequency may be adjusted based on community standards. Note: Nursery grown native species, planted in "native" context, shall be weaned from fertilizer over time.*

*Trees shall be fertilized three times yearly: February/March, June, and October, at the rate of one-pound per inch of trunk diameter, 30 inches above the base. Apply at the drip line in a four feet wide band. Frequency may be adjusted depending on community standards.*

## **3. Palms**

*All palms shall be fertilized in February, June, and October. Recommend 8-10-10 palm fertilizer at the rate of one-pound per inch of diameter of trunk. Frequency may be adjusted depending on community standards.*

*All fertilizer residues shall be removed from any pavement, immediately.*

## **4. Fungicides, Herbicides, and Insecticides**

**Conditions for use:**

*Chemical controls shall be applied by a licensed operator using EPA approved materials under the direction of a Certified Pest Control Operator. Copies of current licenses must be provided to Owner prior to chemical use.*

*The Contractor may use an herbicide required for and recommended for the control of the types of weeds encountered. The manufacturer's written instructions and EPA criteria shall be strictly adhered to for application rates, etc. However, before any herbicide or insecticide is used on the project site, the Contractor shall notify the Owner of the types to be used, application rates, and all particulars with reference to chemical composition, and advise of any possible damage associated with the use of these products (i.e., to avoid personal contact with sprayed areas, etc.). Contractor must prove possession of appropriate applicators, proper protective clothing, and warning signage as required. Contractor must receive Owner's written approval prior to each application. Contractor will be totally responsible to remove and replace at the Contractor's expense, all plants damaged by chemical weed control, immediately upon notification from the Owner. Dead weeds larger than two inches in height or diameter must also be removed.*

*The Contractor is granted permission to use such fungicides, herbicides, and insecticides as it may be necessary and advantageous in grounds maintenance activities, relative to above stated specifications. Fungicides, herbicides, and insecticides must be used responsibly and in conformance with Federal, State and Local laws and regulations. The Contractor assumes all liability for damage and/or injury resulting from accident or misuse of these products and/or equipment. The Owner retains the right to prohibit the use of any fungicide, herbicide or insecticide that may be judged undesirable for any reason.*

*Products leaving an undesirable residue or odor (i.e., weed oil) shall not be used.*

*Apply natural horticultural oils or insecticides as needed to protect all plant materials from damage. The program shall include control of scale insects, aphids, lace bugs and other sucking insects, spider mites, etc., and advance preventive spraying for twig borers and pine beetles. The Contractor shall be responsible for the choice of chemicals and insecticides he or she uses and shall be accountable for any misuse of them.*

#### **Red ant control**

*Personnel shall be aware/alert for evidence of ants, at every mowing/weeding and spread material on pile immediately.*

#### **REFER TO EXHIBIT D FOR TREE, SHRUB AND GROUND COVER MANAGEMENT SCHEDULE**

#### **H. Irrigation Management**

*The Contractor shall be responsible for the operation of the automatic irrigation system, for setting and adjusting the time to insure proper watering.*

*The timer shall be checked as often as necessary to insure scheduling. The Contractor will not be responsible for the replacement of the pumping equipment. Any other equipment damaged by the maintenance operation shall be replaced with the same equipment and by the same manufacturer, at the expense of the maintenance contractor.*

*Monthly, the entire irrigation system shall be tested for operation status to include timing or zones, duration of watering, consistency of spray pattern, broken/missing heads, broken pipes, valves or connectors and condition of water source (pump or meter). Written report shall be submitted to the Owner delineating said inspection and any items needed for repairs and cost estimate for said repairs.*

The irrigation system shall provide sufficient water to all lawns and shrub beds. The watering shall provide for a healthy landscape appearance. Recommended hours of operations shall be between the hours of 4:00 a.m. and 9:00 a.m., or as is necessitated by size of irrigated area.

Contractor shall be responsible for controlling the amount of water used for irrigation, and shall assume responsibility for any damage that results from over-watering or insufficient watering.

#### **Water requirements - established landscapes**

Ideal watering occurs just at the time the plant (including grasses) begin to show early signs of wilt. Set sprinklers to apply one-inch of water per five-day period. This can be accomplished in one or two applications.

Contractor is responsible for monitoring irrigation of all vegetation. Any irrigation problems observed that cannot be remedied by the post-mowing review must be brought to the immediate attention of the Owner.

#### **GENERAL CLEAN-UP**

The Contractor will be expected, as part of his routine maintenance, to help police the areas under his contractual maintenance. This will include removing any litter or fallen leaves and branches, replacing washed out mulch back into planters and help clean up any construction debris or soil which might accidentally accumulate in the respective maintenance area.

#### **Termination of Maintenance Contract**

If Owner fails to make payment for period of 90 days without written clarification, landscape maintenance contractor may, upon 12 additional days written notice to Owner, terminate contract and recover from Owner, payment for work executed and for proven loss sustained upon materials, equipment, or tools, including reasonable profit and damages applicable to Maintenance Contract.

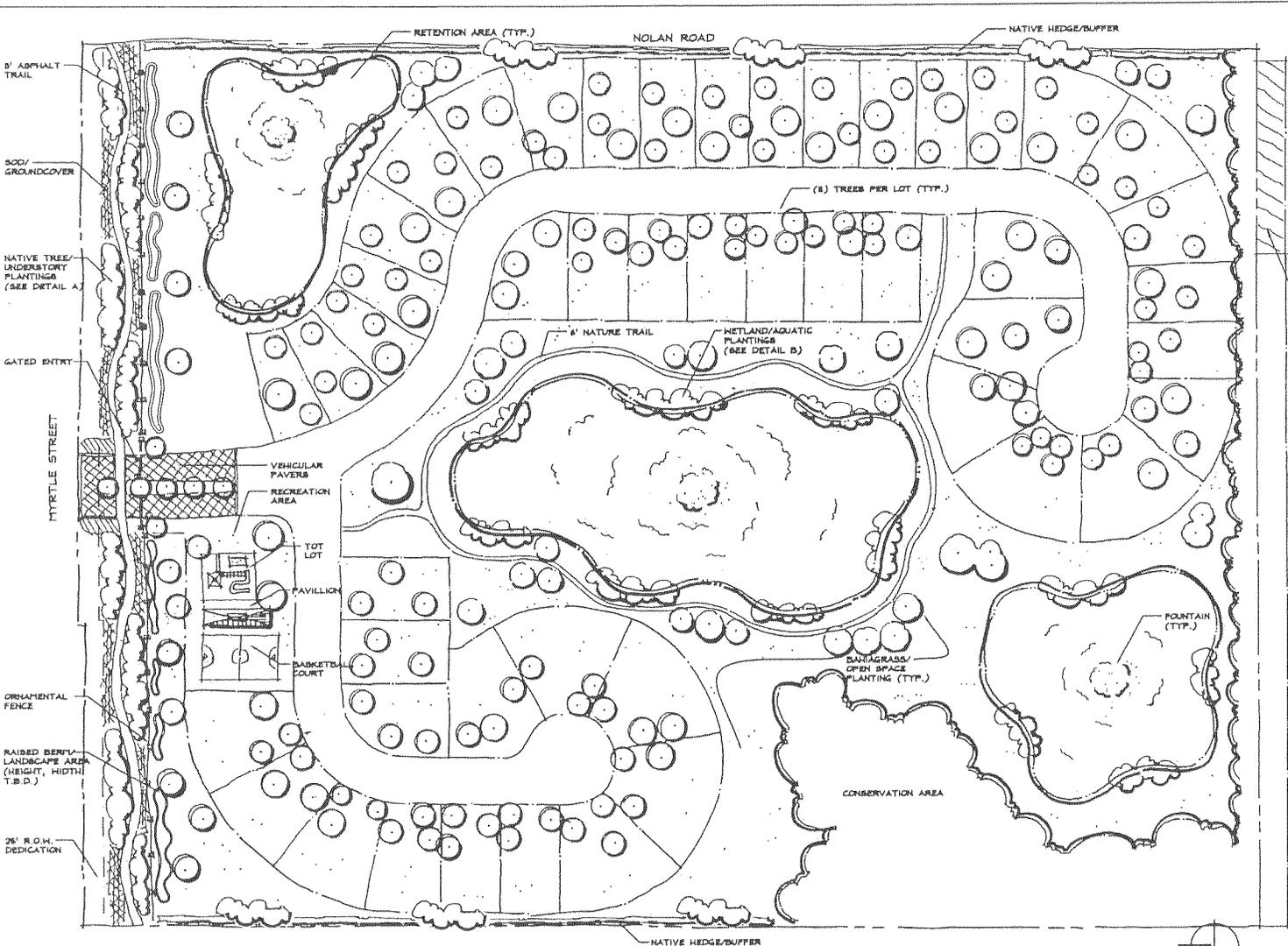
If landscape maintenance contractor defaults, persistently fails, or neglects to carry out work in accordance with Maintenance Contract, Owner, after 12 days written notice to landscape maintenance contractor, and without prejudice to any other remedy, Owner may have, may make good such deficiencies and deduct cost, including compensation for additional services made necessary, from payment due landscape maintenance contractor, or Owner may terminate Maintenance Contract.

**IV. Administration/Ownership**

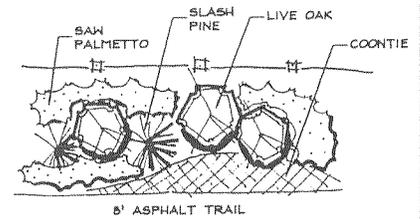
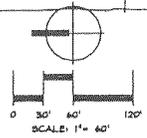
***The proposed Greenway shall be owned and managed by the homeowner's association. The association shall be responsible for securing the proper professionals to implement, manage, and monitor the proposed management programs for conservation and recreation areas.***

***The programs are to be monitored on a yearly basis for an initial 3-year period for compliance of approved management requirements and strategies. The yearly evaluation shall also be submitted to Seminole County for review of compliance issues. A series of legal documents shall be generated to ensure compliance of approved programs.***

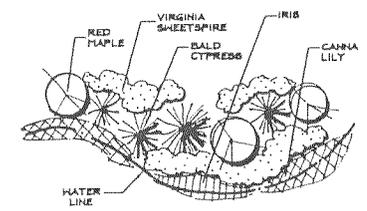
***The homeowner's association shall incur all associated management costs of the Greenway. The management costs are to then be distributed to the property owners at the discretion of the homeowner's association. An Opinion of Probable Management Costs has been provided for preliminary pricing which has been based on the Conceptual Landscape Plan. Refer to Exhibit E for preliminary management costs.***



CONCEPTUAL LANDSCAPE PLAN (EXHIBIT A)  
SCALE: 1" = 60'



LANDSCAPE DETAIL 'A'  
SCALE: 1" = 20'



LANDSCAPE DETAIL 'B'  
SCALE: 1" = 30'

**LAND USE SUMMARY**

LOT AREA	10.28 AC
RIGHT OF WAY	2.52 AC
CONSERVATION	1.88 AC
RIGHT OF WAY DEDICATION	0.54 AC
LIFT STATION	.01 AC
GREENWAY LAND/OPEN SPACE (PROVIDED)	13.85 AC
OPEN SPACE	8.42
RECREATION	0.53
STORMWATER	4.40
<b>TOTAL ACREAGE</b>	<b>29.53 AC</b>

**TOTAL UNITS 46 UNITS**

**GREENWAY LAND/OPEN SPACE (REQUIRED)**

29.53 AC (TOTAL SITE AREA) - 1.88 AC (PRIMARY CONSERVATION) - .54 AC (MYRTLE ST. ROW DEDICATION) = 26.84 AC X 50% = 13.42 AC

- LANDSCAPE NOTES:**
- Refer to preliminary native plant schedule as to the types and uses of plant materials to be used within various areas of the proposed site.
  - Refer to Greenway Ownership and Management Plan as to the methods in which particular areas (i.e. conservation, buffer) are to be managed.
  - Refer to landscape management schedule for proposed activities and the timing of each activity within open space areas.
  - Refer to tree, shrub, and groundcover schedule for proposed activities and the timing of each activity within open space areas.

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 Engineering  
 Construction Management  
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**gph**  
 GROUP  
 PLANNING  
 ARCHITECTURE  
 ENGINEERING  
 CONSTRUCTION MANAGEMENT  
 SURVEYING

Scale:	AS SHOWN
Date:	JULY 2004
Job No.:	A4005
File:	LSP
Year:	2004

Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Prepared by: \_\_\_\_\_  
 Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Approved by: \_\_\_\_\_  
 Computer File Path: \\server\projects\44005\44005.dwg

**PRELIMINARY LANDSCAPE PLAN**  
**ACORN DEVELOPMENT COMPANY**  
**MYRTLE STREET SUBDIVISION**  
**SEMINOLE COUNTY, FLORIDA**

Sheet No. **5**  
 MICHAEL J. DABOUR, AIA  
 144607

# Myrtle Street Conservation Village

## Exhibit B

### Preliminary Native Plant Schedule

CODE	BOTANICAL NAME	COMMON NAME	QTY	SIZE	(Ht. x Spd.)	PLANT	PLANT	(Flower Color)
					SPEC.	TYPE	USE	NOTES
AR	Acer rubrum 'Florida Flame'	Florida Flame Red Maple			T.B. D.	Tree	Canopy	Red
AW	Acoelorrhaphe wrightii	Paurotis Palm			T.B. D.	Palm	Specimen	
BC	Bignonia capreolata	Cross Vine			T.B. D.	Vine	Screen	Red, Orange, Yellow
BN	Betula nigra 'Dura-Heat'	River Birch			T.B. D.	Tree	Wetland	White
CA	Crinum americanum	String Lily			T.B. D.	Accent	Specimen	White
CF	Canna flaccida	Canna Lily			T.B. D.	Accent	Wetland	Yellow
CF	Calycanthus floridus	Common Sweetshrub			T.B. D.	Med. Shrub	Specimen	Red
CV	Chionanthus virginicus	Grancy Graybeard			T.B. D.	Tree	Specimen	White
GS	Gelsemium sempervirens	Carolina Jessamine			T.B. D.	Vine	Screen	Yellow
HP	Hamelia patens	Firebush			T.B. D.	Med. Shrub	Specimen	Red
IA	Ilex x attenuata 'East Palatka'	East Palatka Holly			T.B. D.	Tree	Canopy	White
IC	Ilex cassine	Dahoon Holly			T.B. D.	Tree	Canopy	White
IG	Ilex glabra	Inkberry			T.B. D.	Med. Shrub	Hedge	Yellow
IP	Illicium parviflorum	Yellow Anise			T.B. D.	Tall Shrub	Herb	Yellow
IS	Iris sp.	Iris			T.B. D.	Accent	Wetland	Blue
IV	Ilex vomitoria 'Stokes Dwarf'	Yaupon Holly			T.B. D.	Med. Shrub	Hedge	White
IVH	Itea virginica 'Henry's Garnet'	Virginia Sweetspire			T.B. D.	Med. Shrub	Wetland	White
JE	Juncus effusus	Softrush			T.B. D.	Aquatic	Wetland	Brown
LI	Lantana involucrata	Lantana			T.B. D.	Groundcover	Groundcover	White
LS	Liquidambar styraciflua	Sweet Gum			T.B. D.	Tree	Canopy	Green/Yellow
MC	Myrica cerifera	Wax Myrtle			T.B. D.	Tall Shrub	Canopy	Green
MC	Muhlenbergia capillaris	Muhlygrass			T.B. D.	Grass	Groundcover	Pink
MF	Myrcianthes fragrans	Simpson's Stopper			T.B. D.	Med. Shrub	Canopy	White
MGA	Magnolia grandiflora 'Alta'	Alta Magnolia			T.B. D.	Tree	Specimen	White
MGD	Magnolia grandiflora 'D. D. Blanchard'	D. D. Blanchard Magnolia			T.B. D.	Tree	Canopy	White
NS	Nyssa sylvatica	Black Gum			T.B. D.	Tree	Wetland	White
NS	Neprolepsis spp.	Boston Fern			T.B. D.	Fern	Groundcover	
OC	Osmunda cinnamomea	Cinnamon Fern			T.B. D.	Fern	Groundcover	
PC	Pontederia cordata	Pickereelweed			T.B. D.	Aquatic	Wetland	Purple
PCB	Prunus caroliniana 'Bright N' Tight'	Carolina Cherrylaurel			T.B. D.	Tall Shrub	Canopy	White
PI	Passiflora incarnata	Passion Flower			T.B. D.	Vine	Screen	Lavender, White
PN	Paspalum notatum 'Argentine'	Argentine Bahiagrass			T.B. D.	Grass	Groundcover	
PO	Platanus occidentalis	Sycamore			T.B. D.	Tree	Canopy	Red
PT	Pinus elliotii	Slash Pine			T.B. D.	Tree	Screen	Yellow
QL	Quercus laurifolia	Laurel Oak			T.B. D.	Tree	Canopy	Brown
QS	Quercus shumardii	Shumard Oak			T.B. D.	Tree	Canopy	Brown

# Myrtle Street Conservation Village

## Exhibit B

### Preliminary Native Plant Schedule

CODE	BOTANICAL NAME	COMMON NAME	QTY	SIZE	(Ht. x Spd.)	PLANT	PLANT	(Flower Color)
					SPEC.	TYPE	USE	NOTES
QV	Quercus virginiana	Live Oak			T.B. D.	Tree	Canopy	Orange
RC	Rhododendron canescens	Piedmont Azalea			T.B. D.	Med. Shrub		Pink, White
SB	Spartina bakeri	Sand Cordgrass			T.B. D.	Grass	Groundcover	Brown
SP	Sabal Palmetto	Cabbage Palm			T.B. D.	Palm	Canopy	White
SR	Serenoa repens	Saw Palmetto			T.B. D.	Med. Shrub	Screen	Yellow/White
TD	Taxodium distichum	Bald Cypress			T.B. D.	Tree	Wetland	Brown
TD	Tripsacum dactyloides	Eastern Gamagrass			T.B. D.	Grass	Groundcover	Brown
UP	Ulmus parvifolia 'Allee'	Allee Elm			T.B. D.	Tree	Canopy	Green
VO	Viburnum obovatum	Walter's Viburnum			T.B. D.	Med. Shrub	Wetland	White
ZP	Zamia floridana	Coontie			T.B. D.	Groundcover	Groundcover	

# Myrtle Street Conservation Village

## Exhibit C

Bahigrass Management Schedule													
Activity	Control Product	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
<b>Cultural Practices</b>													
Weekly Mowing													
Biweekly Mowing													
<b>Disease Control</b>													
Foliar/Root Diseases (Dollar Spot)	As Dictated by Proper ID of Disease												
<b>Fertilization</b>													
35-3-7 1# N/1,000 Sq. Ft.													
14-4-14 1#N/1,000 Sq. Ft.	Iron Product												
14-4-14 1#N/1,000 Sq. Ft.	Iron Product												
20-5-10 1#N/1,000 Sq. Ft.													
<b>Insect Control</b>													
Billbugs, Mole Crickets, White Grubs	As Dictated by Proper ID of Insect												
<b>Weed Control</b>													
Preemergence													
Broadleaf Weeds	Pre-M												
Grassy Weeds	Pre-M												
Postemergence													
Broadleaf Weeds	As Dictated by Proper ID of Weed												

- Notes:
1. The above program is a preliminary management program for 'Argentine' Bahigrass.
  2. All fertilizer and pest control products are to be applied by certified landscape and or pest control contractors.
  3. The above program is subject to change at the discretion of the HOA and or landscape contractor.
  4. The turf is to be irrigated on a regular basis until establishment. Once established, Bahigrass will retain minimal to moderate color during drought conditions.

# Myrtle Street Conservation Village

## Exhibit D

Tree, Shrub, and Groundcover Management Schedule													
Activity	Control Product	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
<b>Cultural Practices</b>													
Pruning of Trees													
Trimming of Shrubs, Groundcovers													
<b>Disease Control</b>													
Foliar/Root Diseases	As Dictated by Proper ID of Disease												
<b>Fertilization</b>													
8-10-10 Label Rate	Micronutrients												
20-6-12 Label Rate	Micronutrients												
8-10-10 Label Rate	Micronutrients												
<b>Insect Control</b>													
Aphids, Lace Bugs, Spider Mites	As Dictated by Proper ID of Insect												
<b>Weed Control/Ornamental Beds</b>													
Preemergence													
Broadleaf Weeds	Pre-M												
Grassy Weeds	Pre-M												
Postemergence													
Broadleaf Weeds	As Dictated by Proper ID of Weed												

- Notes:
1. The above program is a preliminary management program for landscape and ornamental beds.
  2. All trees and shrubs are to be tip pruned and or trimmed once a month per International Society of Arboriculture standard practices to ensure proper structural growth.
  3. All fertilizer and pest control products are to be applied by certified landscape and or pest control contractors.
  4. The above program is subject to change at the discretion of the HOA and or landscape contractor.
  5. Fertilizers are not to be applied to native plant areas. Herbicides only, on an as needed basis may be applied to native plant areas.

# Myrtle Street Conservation Village

## Exhibit E

Opinion of Probable Management Costs			
Area	Description	Monthly Cost	Annual Cost
Aquatics	Aquatic Weed Control and Management		
	Preventative Herbicide Management		
	Water Additives for Algae Bloom Control		
	<b>Total</b>	\$310.00	\$3,720.00
* Costs based on management of (3) proposed wet retention areas. Approximately 4 acres of aquatic area.			
Conservation/Upland	Cultural Invasive Exotic Species Management		
	Chemical Invasive Exotic Species Management		
	<b>Total</b>	\$350.00	\$4,200.00
*Costs based on management of approximately 2 acres of conservation and upland areas.			
Landscape Management	Fertilizer/Insect/Weed Control Applications		
	Mowing of Bahiagrass/St. Augustinegrass		
	Periodic Pruning of Trees and Shrubs		
	Pruning/Weed Control in Landscape Buffer Areas		
	<b>Total</b>	\$4,750.00	\$57,000.00
*Costs based on approximately 8 acres of ornamental landscape and turf areas.			
		<b>Totals</b>	<b>\$5,410.00</b>
			<b>\$64,920.00</b>
Notes:			
1. Monthly and Annual Costs generated from local aquatic, conservation, and landscape management contractors.			
2. Monthly and Annual Costs have a fluctuation potential of <b>15% to 20%</b> dependent on final selection of activity specific contractor.			
3. Monthly detailed reviews and service reports to be provided to HOA representatives.			
4. Yearly reviews and service reports to be submitted to Seminole County to ensure Conservation Guidelines set forth are maintained.			

## O R D I N A N C E

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY BY CREATING PART 27, SECTIONS 30.481, 30.482, 30.483, 30.484, 30.485 AND 30.486; AMENDING SECTION 2.3; ADDING DEFINITIONS; CREATING THE URBAN CONSERVATION VILLAGE OVERLAY ZONING CLASSIFICATION; DELINEATING OVERLAY APPLICABILITY; DESCRIBING THE OVERLAY PURPOSE; PROVIDING TECHNICAL AND DESIGN STANDARDS; PROVIDING FOR DESIGN FLEXIBILITY; PROVIDING INCENTIVES; CREATING GREENWAY REQUIREMENT; DESCRIBING GREENWAY PERMITTED USES; REQUIRING GREENWAY MAINTENANCE; DESCRIBING APPLICATION PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Seminole County Board of County Commissioners is vested with authority to formulate zoning overlay classifications in order to guide land development in Seminole County; and

WHEREAS, the Board seeks to utilize such authority to encourage development of innovative design, attractive architecture, preservation of natural resources, integrated use of flood plains and natural drainage systems, and encourage interconnected communities; and

WHEREAS, the Board has determined that the best manner to achieve such high quality development is to offer incentives to developers which incorporate Conservation Village design techniques; and

WHEREAS, the Board has determined that large open space areas, made accessible to all Village residents for passive and

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

active recreation and used for preservation of natural resources and flood control, are valuable assets to any residential community; and

**WHEREAS**, the private property rights analysis relating to this Ordinance has been prepared and made available for public review in accordance with the requirements of the Seminole County Comprehensive Plan; and

**WHEREAS**, an economic impact statement has been prepared and is available for public review in accordance with the provisions of the Seminole County Home Rule Charter.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Definitions.** Chapter 2, Section 2.3, Land Development Code of Seminole County is hereby amended to add the following definitions:

**Active Recreation:** Leisure-time activities, usually of a formal nature and often performed with others, requiring equipment and taking place at prescribed places, sites or fields. To include playing fields, playgrounds, basketball and tennis courts and community pools.

**Greenway:** An area of undeveloped land, either retained in its natural state or landscaped, intended to be used for open space, conservation and/or permitted recreation.

**Passive Recreation:** Activity that involves relatively inactive pursuits not requiring buildings and not altering the soil or topography, such as open space and environmental areas. To include village greens, open space commons, picnic areas, community gardens and trails.

**Primary Conservation Areas:** Floodplains, wetlands and areas protected from development by federal, State or local regulations due to their ecological value.

**Secondary Conservation Areas:** Elements of a development site, such as woodlots and viewsheds, which are valuable or unique due to their ecological, aesthetic, historical or cultural significance but which are not protected from development by federal, State or local regulation.

**Viewshed:** Panoramic view of an aesthetically pleasing vista.

**Section 2. Creation of Urban Conservation Village Design.**

Chapter 30, Part 27, Land Development Code of Seminole County is hereby created to read as follows:

**PART 27. Urban Conservation Village Design.**

**Sec. 30.481. Applicability.** The provisions of this Part may be applied only to detached single family residential development in the Myrtle Street Special Study Area, as described in the Future Land Use Element of the Seminole County Comprehensive Plan, which are designated as Suburban Estates on the Future Land Use Map. The provisions of this Part shall

constitute an optional zoning overlay classification known as the "Urban Conservation Village Design." The provisions of this Part shall govern and control development implemented pursuant to the Urban Conservation Village Design, and in that regard, in the event of a conflict between the provisions of this Part and any other provisions of this Code, the provisions of this Part shall govern. However, any development matters not specifically addressed by this Part shall be governed by the applicable sections of this Code.

**Sec. 30.482. Purpose.** The purpose of Urban Conservation Village Design is to create a flexible and incentive based framework for development of communities harmonious with a rural setting, to preserve the ecological and aesthetic benefits of undeveloped land, and to encourage innovative development techniques. In that regard, an Urban Conservation Village should include cluster development of residential units fronting upon large open spaces and greenways. More specifically, a Conservation Village design should promote the following values:

- (a) Sense of a neighborhood community;
- (b) High quality of life;
- (c) Reduced infrastructure needs and costs;

(d) Protection, preservation and creation of attractive and easily accessible open spaces, greenways and outdoor recreational activities;

(e) Protection of floodplains, wetlands and wildlife habitats; and

(f) Preservation of natural drainage flows.

**Sec. 30.483. Development Restrictions, Incentive and Flexibility.** An Urban Conservation Village development shall have design flexibility within the following technical framework:

(a) It is the intent of this Part to encourage clustering and other innovative design techniques in order to preserve large open spaces and greenway areas for the benefit of all Village residents. In that regard, lot sizes may be smaller than is commonly accepted; provided however, that such lot size must be sufficient to satisfy the purposes of this Part.

(b) It is the intent of this Part to encourage clustering and other innovative design techniques in order to preserve large open spaces and greenway areas for the benefit of all Village residents. In that regard, yard setbacks may be smaller and residential structures may be located closer to internal roads than is commonly accepted; provided however, that front, side and rear yard setbacks shall be of sufficient size that the

purposes of this Part are satisfied and comply with the following standards:

(1) Residential structures, excluding privacy fences, must be set at least 140 feet back from the center line of Myrtle Street.

(2) Residential structures must be set at least 35 feet back from the right-of-way line of any other rights-of-way external to the development.

(3) Residential structures must be set at least 35 feet back from the boundaries with any external developments.

(c) A buffer of at least fifteen (15) feet, consisting of natural vegetation and landscape materials as approved in the Greenway Ownership and Management Plan, must be located along all external development boundaries (except for the boundary fronting on Myrtle Street.)

(d) Each lot shall provide at least four (4) off-street parking spaces. Garage parking spaces may be counted toward this requirement.

(e) The allowable density for a Conservation Village shall be calculated pursuant to Section 30.1359 of this Code, as amended, exclusive of Primary Conservation Areas and roads.

(f) Notwithstanding the foregoing, a density of two (2) units per net buildable acre shall be permitted if all of the following conditions are met:

(1) The development is connected to central water and sewer.

(2) The development incorporates stormwater volume reduction by retaining on-site the difference between pre-development and post-development runoff volume for a 25-year/24-hour storm event with recovery of seventy-five percent (75%) of volume within seventy-two (72) hours of the storm event.

(3) The development integrates stormwater quality treatment through an offline stormwater management system which incorporates sediment forbays equal to one-half ( $\frac{1}{2}$ ) of the water quality volume, as required by St. John's River Water Management District, upstream of water quality treatment areas.

(4) The development implements a Greenway Ownership and Management Plan regarding its primary conservation and greenbelt areas.

(g) In order to implement the purposes of this Part, the following technical standards are required:

(1) That fences, pools and other residential structures be located no closer than twenty-five (25) feet from Secondary Conservation Areas.

(2) That the visual impact of houses on exterior lots be minimized by use of existing vegetation or planting of additional landscaping per the requirements of the approved Greenway Ownership and Management Plan.

(3) That residential lots be accessed from interior streets unless provision of such access cannot be reasonably provided.

(4) That at least sixty percent (60%) of the residential lots abut, or be located across a street from, greenway land.

(5) No fences with opacity of greater than fifty percent (50%), nor any walls, nor any berms of over three (3) feet in height shall be allowed within 120 feet of the Myrtle Street center line.

(6) That sidewalks be provided on at least one side of all internal streets.

(7) 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 areas.

**Sec. 30.484. Required Greenway.**

The creation of greenways is a primary goal and feature of Urban Conservation Village development. In that regard, a

minimum of fifty percent (50%) of any Conservation Village development must be preserved under a conservation easement as greenway land. Calculation of this fifty percent (50%) requirement shall be subject to the following conditions:

(a) Greenways shall be designed to:

(1) Foster an interconnected network of open space and trails, accessible to neighborhood residents, within the Conservation Village and connection to offsite open space.

(2) Afford convenient access to all Village residents, except so far as such access would damage ecologically sensitive areas or infringe upon active agricultural lands.

(3) Incorporate and protect the following resources:

(A) Stream channels, floodplains, swales, springs and other lowland areas.

(B) Habitat of endangered, threatened, or species of special concern.

(C) Groundwater recharge areas.

(D) Woodlands, large individual trees of botanic significance, or other vegetation features representing the site's rural past.

(E) Historic structures and sites.

(G) Scenic viewsheds.

(H) Trails which connect internal lots to open space and adjacent properties.

(4) Lack man-made structures except for historic buildings, approved walls and approved facilities associated with greenway use.

(5) Utilize at least sixty (60%) of the required greenway in a single consolidated tract connected to other internal and external greenway tracks which may be of smaller size.

(b) The greenway requirement shall be calculated based upon the net acreage of the development exclusive of Primary Conservation Areas and water bodies.

(c) Only lands encumbered by perpetual conservation easements and active agricultural lands may be counted toward the greenway requirement. The terms of a conservation easement shall be flexible to allow for various uses and circumstances, provided that at a minimum, the conservation easement complies with the requirements of Section 704.06, Florida Statutes, as amended, and that the conservation easement include the following encumbrances:

(1) The easement shall be perpetual in nature and run with the land;

(2) The easement shall prohibit any development other than that listed in subsection (d) below;

(3) Except as required for permitted development, permitted landscaping, routine maintenance, removal of invasive species or as specifically provided otherwise, there shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation within the easement area 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;

(4) There shall be no advertising within the easement area;

(5) There shall be no dumping of soil, trash, ashes, garbage, waste or other unsightly or offensive material, except as necessary for fertilization;

(6) There shall be no excavation, dredging or removal of loam, gravel, soil, rock, sand, or other material, except as necessary for agricultural activities, landscaping within the easement area or construction of approved easement amenities and facilities;

(7) Unless specifically permitted otherwise, there shall be no activities, actions, or uses detrimental or adverse

to water conservation, erosion control, soil conservation or fish, wildlife or habitat preservation; and

(8) The easement may only be released as provided by Section 704.06, Florida Statutes, as amended.

(d) In addition to maintenance of land in its natural state, the following uses are permitted in the greenway so far as specifically enumerated by the applicable conservation easement:

(1) Pasture for sport use of horses and equestrian facilities; provided however, that the aggregate greenway is at least 25 acres in size and that such facilities utilize less than 50% of the greenway;

(2) Neighborhood recreational uses such as village greens, open-space commons, picnic areas, community gardens, trails and similar low-impact natural uses;

(3) Neighborhood recreation areas, such as playing fields, playgrounds, bikeways, tennis courts, basketball courts and community pools; provided however, that such uses consume no more than five (5) acres or half of the minimum required greenway (whichever is less.) Further provided that tennis, basketball and pool amenities may not be larger than one (1) acre of the minimum greenway area requirement. Also provided that playing fields and courts shall be located at least fifty

(50) feet away from all external boundaries and one hundred and forty (140) feet from the centerline of Myrtle Street.

(4) Stormwater retention areas which are designed and landscaped as an aesthetic asset to the greenway;

(5) Easements for drainage, access, sewer or water lines; and

(6) Bona fide agricultural activities.

(e) Utilities and streets may traverse the greenway as necessary for safe and efficient flow of traffic; provided however, that areas in which above-ground utility structures and streets traverse the greenway may not be counted toward the minimum required greenway land.

(f) Where the Conservation Village adjoins active recreational public parkland, a greenway buffer shall be provided along the boundary with the parkland. No structures may be constructed within this buffer except as associated with pedestrian trails. Vegetative planting and/or removal of invasive exotic plants may be required within this buffer.

**Sec. 30.485. Ownership and Maintenance of Greenway Land and Common Facilities.**

(a) Greenway conservation easements may be dedicated to the following entities:

(1) A mandatory homeowners association which has authority and responsibility to assess membership fees for the maintenance of greenway and open space areas;

(2) A non-profit land trust or other conservation organization; or

(3) Seminole County, provided that the County approves of such dedication and that, unless specifically ordered otherwise, the County maintains no responsibility for the maintenance of any easement property or facilities.

(b) Regardless of what entity assumes the conservation easement, there may also be established concurrently with the easement a maintenance endowment to fund perpetual care and maintenance of the greenway, other open spaces and their associated facilities.

**Sec. 30.486. Application Process.**

The application process for the Urban Conservation Village overlay designation shall include approval of a Preliminary Plan, a Final Master Plan and a Developers Commitment Agreement. The requirements for each plan are as follows:

(a) During the Preliminary Plan approval process the applicant shall provide, in addition to the requirements of Section 35.43 of this Code, the following:

(1) A series of sketches to indicate the following aspects of the proposed development (to be designed in an overlay fashion such that each subsequent sketch incorporates the information contained in the prior sketch(es), creating a composite sketch of all foregoing information.)

(A) A sketch of the site (and to the extent possible, adjacent properties) including all of the following:

(i) Primary and Secondary Conservation Areas;

(ii) Easements, roads and trails located within the site and within 200 feet of the site;

(iii) Prominent viewsheds; and

(iv) Historically, ecologically or culturally significant sites.

(B) A sketch of proposed greenways and other open space.

(C) A sketch of proposed locations for structures.

(2) A vertical aerial photograph of the site to a scale of not less than one (1) inch equals four hundred (400) feet.

(3) An account of the total acreage to be placed under a conservation easement, the acreage available for development, the estimated total number of residential units to

be constructed and statement as to whether a density incentive will be sought.

(4) The Greenway Ownership and Management Plan, which shall detail the following:

(A) What entity(ies) will own the dominant and/or servient estates under the conservation easement(s);

(B) What entity(ies) will assume responsibility for operation and maintenance of the conservation easement areas and associated facilities;

(C) The proposed schedule and estimated cost of operation and maintenance of the conservation easement areas and associated facilities;

(D) The funding source or method for operation and perpetual maintenance of the conservation easement areas and associated facilities; and

(E) The landscape architecture, vegetation to be used, placement of amenities (including but not limited to facilities and infrastructure) and best management practices for soil and water conservation techniques to be implemented within the conservation easement areas.

(b) The Preliminary Plan shall be reviewed by the Planning and Zoning Board for its recommendation then forwarded to the Board of County Commissioners for approval or denial.

(c) During the Final Master Plan approval process, the applicant shall provide a Final Master Plan and Developers Commitment Agreement incorporating a finalized proposal for the development, which should, at a minimum include a detailed analysis of all development issues addressed during the Preliminary Master Plan approval process.

(d) The Final Master Plan and Developers Commitment Agreement shall be approved or denied by the Board of County Commissioners.

**Secs. 30.487-30.500. Reserved.**

**Section 3. Codification.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Land Development Code of Seminole County, Florida and the word "Ordinance" may be changed to "Section," "Article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 3, 4 and 5 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 provision of this Ordinance are declared severable.

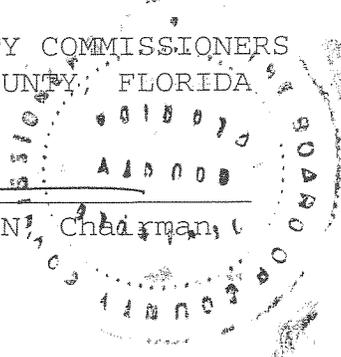
**Section 5. Effective Date.** This Ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk to the Board of County Commissioners.

**ENACTED** this 10 day of August, 2004.

BOARD OF COUNTY COMMISSIONERS  
OF SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_

DARYL G. MCLAIN, Chairman



**MYRTLE STREET SUBDIVISION  
FINAL MASTER PLAN  
DEVELOPER COMMITMENT AGREEMENT  
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On \_\_\_\_\_, 2004, the Board of County Commissioners of Seminole County, Florida issued this Developer Commitment Agreement relating to and touching and concerning the following described property:

**1. LEGAL DESCRIPTION**

See attached Exhibit A (the Property).

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

The Final Urban Conservation Village Master Plan, a reduced copy of which is attached hereto as Exhibit B (the Final Master Plan) has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement.

**2. PROPERTY OWNERS**

The Property owner is: Henry J. Schumacher & Ann Esterson

**3. STATEMENT OF BASIC FACTS**

- |                                    |                               |
|------------------------------------|-------------------------------|
| 1. Total Acreage:                  | 29.33 acres                   |
| 2. Zoning:                         | A-1 (Agricultural District)   |
| 3. Land Use:                       | Suburban Estates              |
| 4. Number of Lots:                 | 48                            |
| 5. Maximum Density for Residential | 2 lots per net buildable acre |

**4. LAND USE BREAKDOWN**

<u>Use</u>	<u>Approximate Square Footage of Building Area</u>	<u>Gross Area of Space</u>	<u>% of Site</u>
Residential Area	48 units	10.62 acres	36.21%
Greenway/Open Space	N/A	13.45 acres	45.86%
On Site Right-of-Way	N/A	2.82 acres	9.62%
Wetlands	N/A	1.88 acres	6.41%
Dedicated Right-of-Way	N/A	0.56 acres	1.9%
Total		29.33 acres	100%

**5. GREENWAY/OPEN SPACE CALCULATIONS**

Greenway/Open Space shall be provided at minimum of 13.45 acres, in the form of upland conservation areas.

29.33 Acres Total Land  
 Less 1.88 Acres Wetlands  
 Less 0.56 Acres Dedicated ROW  
 26.89 Acres Buildable Land  
 Times 50% Minimum Greenway/Open Space  
 13.45 Acres Required Greenway/Open Space

Open Space Provided: 13.45 acres = 50% of buildable land

**6. BUILDING SETBACKS**

Minimum Building Setbacks:

Residential:

140 feet from the center line of Myrtle Street  
 35 feet from all other external property boundaries

Accessory Buildings less than 200 s.f. and privacy fences:

120 feet from the center line of Myrtle Street

15 feet from all other external property boundaries

Swimming Pools

130 feet from the center line of Myrtle Street

25 feet from all other external property boundaries

Screen Enclosures

125 feet from the center line of Myrtle Street

20 feet from all other external property boundaries

**7. PERMITTED USES**

Single Family Residential and customary accessory uses including home occupations.

**8. LANDSCAPE & BUFFER CRITERIA**

As presented on the preliminary landscape plan and in the Greenway Ownership and Management Plan.

**9. DEVELOPMENT COMMITMENTS**

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

1. That a Greenway Ownership and Management Plan include landscape and hardscape design, including street and amenities lighting concepts and hours of operation, permitted uses, maintenance plans and estimated costs.
2. That the Greenway Ownership and Management Plan become part of the Home Owner's Association documents governing the use and maintenance of the open space and Greenway areas.
3. That permitted active recreational uses are limited to one basketball court, pavilion and tot lot consisting of no more than 0.53 acres.
4. That a perpetual conservation easement be executed that runs with the land and prohibits any development other than that listed in the Greenway Ownership and Management Plan.
5. That 0.56 acres of land be dedicated to the County as right-of-way for Myrtle Street.
6. That Myrtle Street is widened to County Standards along the frontage of the property abutting Myrtle Street.
7. That a left turn lane be constructed on Myrtle Street.
8. That a recreational trail be constructed within the Lanark Street right-of-way extending the trail east from the termination point at the adjacent property to the west, to Nolan Road.
9. That an easement covering the recreational trail be provided to the County prior to Lanark Street being abandoned.

**10. PUBLIC FACILITIES**

The Owners have received the Notice of Concurrency Review Test Results, Application Number \_\_\_\_\_, dated \_\_\_\_\_, 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.

**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 Districts ERP regulations.

**FIRE PROTECTION:**

Fire protection shall be provided by Seminole County. Fire hydrant shall be located according to Seminole County regulations.

**11. STANDARD COMMITMENTS**

1. 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.
2. The conditions upon which the Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Owner of the Property.
3. This Agreement touches and concerns the Property, and the conditions, commitments and provisions of the 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 Agreement.

4. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.
5. The development approval sought is consistent with the Seminole County Vision 2020 Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
6. The Owner of the Property has expressly agreed to be bound by and subject to the development conditions and commitments stated above and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the Property.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
**MARYANNE MORSE**  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
**DARYL MCLAIN, Chairman**

Date: \_\_\_\_\_

For use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners in their

\_\_\_\_\_,  
Approved as to form  
and legal sufficiency.

2004 regular meeting.

\_\_\_\_\_  
County Attorney

Exhibit "A"     Legal Description of Property  
Exhibit "B"     Reduced Copy of Final Master Plan

**OWNERS' CONSENT AND COVENANT**

COMES NOW, the Owner, \_\_\_\_\_, 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 Agreement.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

NAME  
dated

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

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 \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned  
My Commission Expires:

**EXHIBIT A**

**THE PROPERTY**

**LEGAL DESCRIPTION**

MYRTLE STREET SOUTH: DESCRIPTION WITH RW TO BE VACATED: (TOTAL TRACT)

A parcel of land, all lying in the Southeast 1/4, of Section 23, Township 20 South, Range 30 East, Seminole County, Florida, more particularly described:

Lots 106 and 107, of the MAP OF EUREKA HAMMOCK, according to the plat thereof as recorded in Plat Book 1, Page 106 of the Public Records of Seminole County, Florida, LESS the North 8.50 feet of Lot 107, conveyed to Seminole County, Florida for Highway purposes, TOGETHER WITH Lots 83, 84, 85, 86, 87, 88, 89, and 90, lying North of Lanark Street in said MAP OF EUREKA HAMMOCK; AND ALSO TOGETHER WITH the North 1/2 of Lanark Street lying East of the West line of Lot 107 extended South to the centerline of said Lanark Street and lying West of the East line of Lot 90 extended South to the centerline of said Lanark Street; AND ALSO TOGETHER WITH the South 1/2 of Lanark Street lying East of the West line of Lot 91 extended North to the centerline of said Lanark Street and lying West of the East line of Lot 91 extended to the centerline of said Lanark Street, MAP OF EUREKA HAMMOCK, according to the plat thereof as recorded in Plat Book 1, Page 106 of the Public Records of Seminole County, Florida, containing 1277641.23 square feet or 29.3306 acres.

