

**Wekiva Island Planned Development
Amended and Restated
Final Master Plan Developer's Commitment Agreement
Commitments, Classifications, and District Description**

On November 13, 2018, Seminole County issued this Developer's Commitment Agreement, which replaces in its entirety, the Developer's Commitment Agreement approved on August 28, 2012, by the Board of County Commissioners, recorded in ORB 07844 Pages 0992 to 1004, relating to and touching and concerning the following described property:

1. LEGAL DESCRIPTION

See Exhibit A, which is incorporated herein by reference (the "Property").

2. PROPERTY OWNER

The Wekiva Green Camp, LLC
c/o William C. Weinaug Jr., President
2601 Westhall Lane
Maitland, Florida 32751

3. STATEMENT OF BASIC FACTS

- | | |
|--------------------------------|--|
| a. Total Acreage: | 5.5 acres |
| b. Section / Township / Range: | 31-20-29-300-001A-0000
30-20-29-300-001B-0000
31-20-29-300-001C-0000 |
| c. Zoning: | PD (Planned Development) |
| d. Future Land Use: | Recreation |

4. OPEN SPACE CALCULATON

The Final Development Plan (Exhibit B), which is incorporated herein by reference, reflects a significant reduction of impervious area. The approximately 5.5 acre property consists of approximately 4.57 acres of uplands and 0.93 acres of canal/waterway. The Final Development Plan will have a minimum 25% open space.

5. BUILDING SETBACKS AND BUFFERS

- a. A minimum 10-foot buffer with native plantings shall be provided along Miami Springs Drive.
- b. A minimum 25-foot buffer (planted with four (4) native canopy and four (4) native sub-canopy trees per 100 linear feet and a continuous hedge, so arranged to ensure no parking will occur in this buffer) adjacent to the parking area along the back (south) canal as delineated on the Final Development Plan (Exhibit B).
- c. A minimum 25-foot buffer with native plantings shall be constructed adjacent to the parking area along a portion of the Sweetwater Canal as delineated on the Final

Development Plan (Exhibit B).

6. PERMITTED USES

The permitted uses are:

1. Canoe, boat, paddleboard, kayak and similar non-motorized watercraft rentals
2. Fishing
3. Swimming
4. Beach Volleyball and other recreational activities
5. River Cabana Rental, if the cabanas are designed so that all parts are temporary, and they can be completely removed once the rental is completed.
6. Tent Rentals not to exceed 30' x 30' or 900 sf are permitted but must be removed after the rental is completed. Each rental will not exceed forty-eight (48) consecutive hours.
7. Boat marina slips are limited to thirty-eight (38) slips.
8. A designated Mobile Food Dispensing Vehicle (MFDV) location, as shown on Exhibit B, shall be permitted for one (1) MFDV. The MFDV will not exceed 175 square feet. The use of a MFDV shall be permitted in lieu of food sales in the concession building. The MFDV must remain mobile and be properly licensed by the Department of Business and Professional Regulation as a MFDV and have a valid license tag. Therefore, other than the manufactured prepackaged food items, the preparation and sale of food is not permitted within the concession building or other permanent structures on the site. Restaurant equipment including a grease trap is not permitted within the concession building or other permanent structures on the site. The preparation and service of food on site is not permitted within the concession building or other permanent structures on the site. No food will be served tableside or to picnic benches. All food prepared by the MFDV must be served through MFDV service window. Catering by outside vendors is not permitted within the concession building or other structures on site.
9. Public access to the second floor of the concession building will be allowed using at a minimum one set of Florida Building Code compliant stairs substantially similar to the design previously approved under Building Permit 14-149) and a Florida Building Code compliant handicapped accessible ramp, or at the property owners' choice, a mechanical elevator/lift which shall also fully comply with the Florida Building Code and handicap accessibility requirements. The stairs, ramp and elevator/lift must be located outside of the Flood Zone on the west side of the concession building or internal. Current building permits will be required. The second-floor use will be limited to owner use areas such as meeting and office space and an art gallery without retail sales.
10. Property Owner will be permitted to erect, subject to obtaining applicable building permits as determined by the Building Official, a solar array over the existing 30' x 60' slab where the bait shop previously existed, providing it captures the rain water which is currently surface draining into the Wekiva River and pump that water into an on-site cistern to be used as a new water source to be used to flush toilets, irrigation or other non-potable uses. If at any point in time the solar array stops working for more than 90 consecutive days without

ongoing restoration activities to restore it to working condition, the solar array must be removed in accordance with local, state and federal laws and rules as they may apply at the time. No amplified sound will be allowed at the location of the solar array.

11. The sale of beer and wine shall be allowed in the concession building. The display area of the sale of beer and wine shall not exceed 10% of the total percentage of all net retail sales floor area of the existing concession building. There will be no expansion of the footprint of the existing bar (450 square feet) from that which is depicted on the Final Development Plan and Building Permit # 13-149. The sale of beer and wine is limited to the concession building only. No other type of alcohol is permitted to be brought or sold on-site. No guests/customers/visitors are permitted to bring any type of alcohol on site for the purposes of being consumed anywhere on the property which is defined in Exhibit "A".
12. The wildlife observation deck may also be used for classroom/meeting room space provided such use is consistent with the Recreation Future Land Use designation to foster the protection of natural resources.

7. HOURS OF OPERATION

Hours of Operation are limited to the following:

1. Friday and Saturday nights (year round) 8 am to 11 pm.
2. Starting with Labor Day and ending on Memorial Day Weekend of the following year – Sunday through Thursday -- 8 am to 7 pm.
3. During the summer between Memorial Day Weekend and ending Labor Day weekend – Sunday through Thursday -- 8 am to 9 pm. The evenings before Labor Day, July 4th closing time shall be 9 pm.
4. Entry shall be denied to additional customers and the gates shall be closed and locked and no sale or service of alcohol shall occur outside the hours of operation.

8. DEVELOPER COMMITMENTS

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

- a. All development shall comply with the Final Master Plan that is attached as Exhibit B.
- b. Capacity:
 - i. Capacity of the property will be 395 persons, including employees, unless specifically addressed otherwise by a Special Event Permit. Capacity will include those guests/customers/visitors who enter and exit the island area (north of the south parking area) via the vehicle/pedestrian bridge. Those island guests/customers/visitors that enter and exit the property by the river will not be counted towards the capacity of 395 persons.

- ii. The capacity will be controlled at the vehicle/pedestrian bridge adjacent to the Miami Springs Road entrance and located between the island area on the north and south parking area as depicted on the Final Development Plan as “Existing Item #3 – Faux Bridge with Pedestrian Access”.
 - iii. Capacity shall be monitored on peak demand days which includes Saturdays, Sundays and holidays.
 - iv. During peak periods there will be no access to the island through the rear (eastern) pedestrian bridge; it will be closed and locked.
 - v. Hand clickers, digital counters or other manual or automated means will count the number guests/customers/visitors to the property entering through the vehicle/pedestrian bridge. A log showing occupancy, similar to the one shown in Exhibit “C” will be updated every fifteen (15) minutes. The log will be available for review by an employee of the Sheriff’s office or County staff.
- c. Parking:
- i. No parking shall be permitted outside of designated parking areas.
 - ii. Parking shall be enforced by security guards or off-duty deputies during peak demand times to include summer weekends and holidays.
 - iii. “No Parking” signs shall be installed and maintained along the Miami Springs Drive right-of-way.
 - iv. Motorcycle parking shall be restricted to the island parking areas north of the south canal.
 - v. In the event that the parking lots on the site become full or land entry occupancy is at capacity (395), personnel shall post signs located at: 1) park entrance on Miami Springs Road; 2) after the median but before Sweetwater Springs entrance on Miami Springs Road; and 3) in proximity of the intersection of Miami Springs Road and Wekiva Springs Road, and the signs will notify the public that Wekiva Island is full and walk-ins are not permitted.
 - vi. Vehicle admittance shall be denied until parking capacity is available on the property.
 - vii. The maximum number of passenger vehicles permitted on site at any one time is 271.
 - viii. On Saturdays, Sundays and holidays there will be a Parking Director who shall be in charge of parking enforcement from 8:00 am to 6:00 pm or until the parking lot is less than 50% full.

- viii. The Parking Director will be responsible for ensuring:
1. Cars are parked in a neat, logical fashion;
 2. Guests do not park on Miami Springs Drive;
 3. A sign is posted in proximity of the intersection of Miami Springs Road and Wekiva Springs Road notifying the public that Wekiva Island is full (as described in Section 8.c.v above) and walk-ins are not permitted;
 4. Coolers are not brought onto the property except for River Cabana renters; and
 5. River Cabana renters' coolers are searched for alcohol.
- vi. A kiosk will be located at the main vehicle bridge to the property. When vehicles enter the property they will be directed to the main grass parking area. VIP guests and River Cabana renters will be admitted to park in designated parking spots on the Island.
- vii. Guest boat launches will be permitted to park in the trailer parking area near the boat ramp.
- d. Any on-premise liquor consumption shall be permitted only within the Alcohol Consumption Area delineated per the Final Master Plan. Signs will be posted indicating the consumption area. During peak demand periods such as summer weekends and holidays, personnel shall patrol any ingress/egress to the Alcohol Consumption Area and parking areas to enforce that no liquor is going in or out of Alcohol Consumption Area or parking areas on the site. Each guest who is 21 years of age and older will be issued a wrist band.
- e. Lighting Plan:
- i. A site lighting plan shall comply with Seminole County Land Development Code.
 - ii. Only security lighting shall be permitted outside the hours of operation and such lighting shall comply with Seminole County Land Development Code requirements and the International Dark Skies Association standards. Any parking lot lighting shall be limited to security lighting and along the two footpaths along the bridges connecting to the island.
- f. No fertilizers or herbicides will be used on site. Pesticides may be used, as needed, if they are classified as environmentally safe by Florida Department Agriculture and Consumer Services.
- g. A speed limit sign shall be installed on Miami Springs Road as approved by the County Engineer and maintained at the Property Owner's expense.
- h. The advertising of alcoholic beverages on site shall be prohibited, except for signs attached to or located within the concession building where alcohol is sold.

- i. No open fires permitted except in designated fire pit areas near the river.
- j. No outdoor amplified sound allowed except during special events, as approved by the Board of County Commissioners. At all times speakers and resulting sound will be oriented away from contiguous adjacent residential properties including the Sweetwater Springs subdivision.

9. STANDARD COMMITMENTS

- a. The conditions upon which the Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Property Owner.
- b. 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 Property Owner has expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.
- c. The terms and provisions of this Agreement are severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the remaining portion of the Agreement shall remain in effect.
- d. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

10. INTERPRETATION: RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 17-20500038, the terms of the Development Order shall control.

Done and Ordered on the date first written above.

By: _____
John Horan
Chairman of Seminole County
Board of County Commissioners

OWNER'S CONSENT AND COVENANT

The Wekiva Green Camp LLC, a Florida limited liability company, the owner of the
aforescribed property in this Developer's Commitment Agreement, 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 Development Order.

Witness

William C. Weinaug Jr., Managing Member

Printed Name

Witness

Printed Name

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
and County aforesaid to take acknowledgments, personally appeared William C. Weinaug
Jr., as Managing Member of the Wekiva Green Camp, LLC, on behalf of and in the name
of the limited liability company, who is personally known to me or who has produced
_____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this
_____ day of _____, 2018.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A

Legal Description

That part of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of section 30, township 20 south, range 29 east, lying west of canal (Sweetwater), south of the Wekiva River and east of road (Miami Springs Road), Also that part of the north 285 feet of the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of section 31, township 20 south, range 29 east, lying west of the canal and east of the road, all in Seminole County, Florida.

EXHIBIT C

Wekiva Island Daily Attendance Report

	IN	OUT	Occupancy
8:15am	20		20
8:30am	40		60
8:45am	20		80
9:00am	20		100
9:15am	40		140
9:30am	40	3	177
9:45am			177
10:00am			177
10:15am			177
10:30am			177
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5:00pm			177