

**Adoption of Future Land Use Map Amendment,
Ordinance, and Concurrent PD Substantial Change Request**

Amendment 2023 1-A-4-2

CDR-23-01-023

Stoneybrook Planned Development/Land Use Plan

A square graphic in the top right corner of the slide, featuring a grid of lines that form a diamond shape in the center, with a wavy pattern extending from the diamond.

Stoneybrook East

GOLF COURSE PRESERVATION STRATEGY AND LDR DEVELOPMENT

Evidence Submitted:

1. Agreement between SBEGC and Stoneybrook Master Association dated 6.28.22
2. Orange County Utilities Letter dated 02.20.23
3. OCPS Capacity Determination dated 06.08.23
4. Staff Report File 23-820 Amendment 2023-A-4-2 Ordinance CDR-23-01-023 dated 06.20.23
5. Eastwood-Stoneybrook Drainage from Orange County Staff
6. Jennifer Sticker, P.E, Civil Engineer, Kimley-Horn
7. Jim Hall, MURP, BLA, Hall Development Services
8. Eric Raasch, AICP, Inspire Placemaking Collective

**ISSUE: How
can
Stoneybrook
maintain its
golf course
community?**

- ▶ **INCENTIVIZE GOLF COURSE OWNER TO IMPROVE COURSE, PAY OFF DEBT AND CREATE ECONOMIC INCENTIVES TO CONTINUE GOLF OPERATIONS**
- ▶ **PROVIDE FOR IMPROVEMENTS TO STONEYBROOK INFRASTRUCTURE**
- ▶ **PROVIDE REVENUE SOURCE FOR GOLF COURSE OPERATIONS**
- ▶ **PROVIDE FUNDING MECHANISM FOR STONEYBROOK HOA**

Main Elements of HOA/Golf Course Owner Agreement dated June 28, 2022

- **GOLF COURSE OWNER MAINTAINS PAR 72 GOLF COURSE OF APPROX. 6800 YARDS**
- **ALL DEBT ON GOLF COURSE PAID OFF ON SALE OF ENCLAVE LOTS**
- **MAXIMUM OF 125 LOW DENSITY RESIDENTIAL HOMES**
- **ENCLAVE LOTS REQUIRED TO BE GOLF COURSE MEMBERS WITH DUES THAT FUND OPERATIONS**
- **MINIMUM SALE PRICE OF \$750,000**
- **IMPACTS TO GOLF HOLES 3, 10, 17 AND 18 DURING 6 TO 12 MONTHS CONSTRUCTION PERIOD**
- **ENCLAVE ACCESS FROM NORTHAMPTON AVENUE – NO VEHICULAR ACCESS TO STONEYBROOK FROM ENCLAVE**
- **RECORDED COVENANT THAT RECONFIGURED GOLF COURSE REMAIN SO IN PERPETUITY**
- **\$15,000 TO HOA ENGINEER TO REVIEW STORMWATER PLANS**
- **\$500,000 TO BE PAID TO HOA UPON SALE OF NEW LOTS**

Stormwater and Planning Principles

- ▶ Existing stormwater ponds are being relocated and reconfigured, not eliminated
- ▶ Orange County is not discharging effluent into Eastwood stormwater ponds
- ▶ Stoneybrook has a robust and comprehensive stormwater maintenance program and does not have flooding problems
- ▶ Lot design and street layout, stormwater maintenance, flood plain issues, and a myriad of technical details are determined at Preliminary Subdivision Plan stage, not at zoning
- ▶ Zoning approval does not permit actual development-all projects are required to meet stringent technical standards and reviews by Orange County and state officials
- ▶ Orange County Utilities has advised Eastwood that the wetland systems that they are concerned about flows towards the Little Econ bypassing Eastwood (letter dated February 20, 2023)
- ▶ Regulations prohibit the discharge of water from one project to another such that post development discharge is equal to pre-development discharge

2 QUESTIONS and 2 COMMENTS

- 1. WHERE DO THE SPEAKERS RESIDE? ARE THEY RESIDENTS OF EASTWOOD OR STONEYBROOK OR SOMEWHERE ELSE?**
- 2. DOES THE PERSON SPEAKING HAVE THE EDUCATION, TRAINING, LICENSING, AND WORK EXPERIENCE TO BE GIVEN CREDIBILITY IN TERMS OF COMPETENT SUBSTANTIAL EVIDENCE? IN OTHER WORDS, ARE THEY SUBJECT MATTER EXPERTS?**
- 3. TRUST YOUR DEVELOPMENT APPROVAL LEGAL PROCESS, WHICH IS FOLLOWED IN EVERY CITY AND COUNTY IN FLORIDA-ALL 477 JURISDICTIONS-COMP PLAN, ZONING, PRELIMINARY SUBDIVISION PLAN AND PLATTING**
- 4. TRUST YOUR TECHNICAL STAFF-THEY ARE YOUR SUBJECT MATTER EXPERTS. IF YOU HAVE QUESTIONS, ASK THEM.**



SP-01

STONEYBROOK

ORANGE COUNTY, FLORIDA

SJRWMD PERMIT RESEARCH

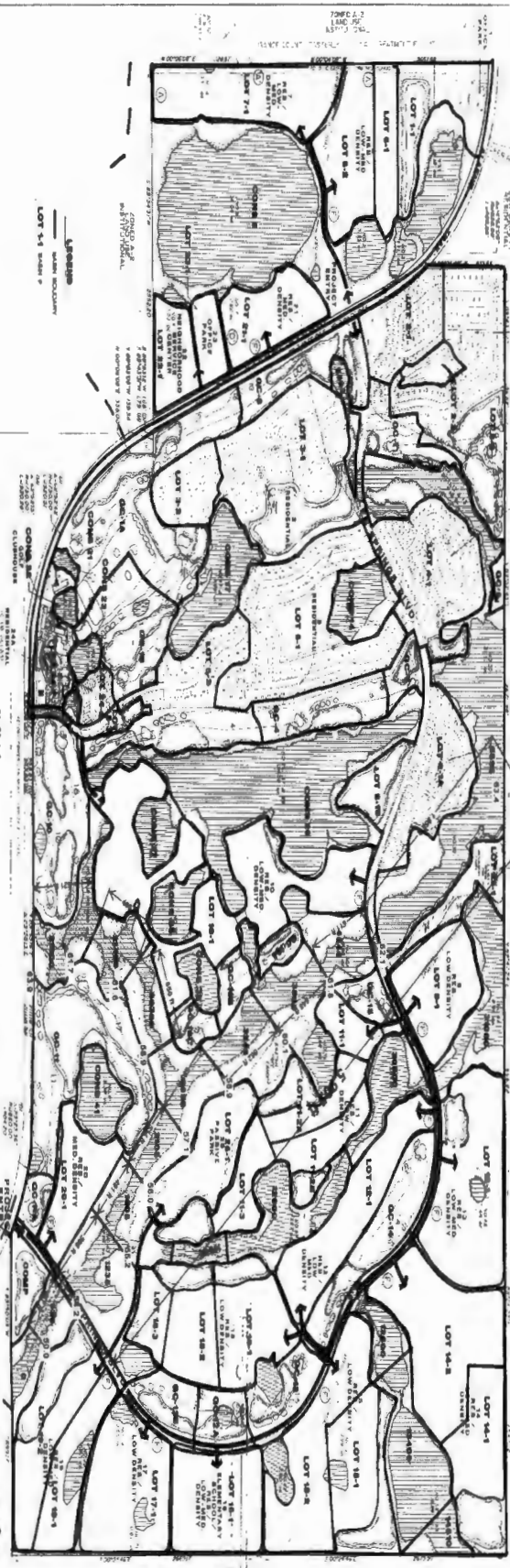
4/12/2023

GRAPHIC SCALE IN FEET
0 150 300 450



Kimley»Horn

LES SPRINGS



CONCEPTUAL POOL DEVELOPMENT DRAINAGE BASIN MAP

LEGEND

[Symbol]	RESIDENTIAL
[Symbol]	COMMERCIAL
[Symbol]	INDUSTRIAL
[Symbol]	OPEN SPACE
[Symbol]	WATER
[Symbol]	ROAD
[Symbol]	RAILROAD
[Symbol]	UTILITY
[Symbol]	BOUNDARY
[Symbol]	ADJACENT PROPERTY

LES SPRINGS
ORANGE COUNTY, FLORIDA
LAND USE PLAN

DONALD W. MCINTOSH ASSOC. A.S. INC.
ENGINEERS PLANNERS SURVEYORS

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**Agreement between SBEGC and Stoneybrook Master Association
dated 6.28.22**

THIS INSTRUMENT PREPARED
BY AND RETURNED TO
V. K. R. ARDAMAN ESQUIRE
EISHHAI KIDONEN
1947 LE ROAD
W. N. 45 PARK L. DR. #111 32769

AMENDED AND RESTATED AGREEMENT
Stoneybrook East Golf Course and Single-Family Homes

THIS **AMENDED AND RESTATED AGREEMENT** (the "**Agreement**") is hereby entered into this 28th day of June, 2022 (the "**Effective Date**"), by and between the Stoneybrook Master Association of Orlando, Inc. (the "**Stoneybrook HOA**") and SBEGC, LLC ("**SBEGC**"). Sometimes the Stoneybrook HOA and SBEGC are individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS:

WHEREAS, the Stoneybrook HOA is the homeowners' association formed in connection with the Stoneybrook East Residential Community (the "**Community**") as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Stoneybrook, A Golf Community, dated April 14, 1997, and recorded May 9, 1997, in Official Records Book 5250, Page 160 et. seq., of the Public Records of Orange County, Florida, as amended and supplemented from time to time; and

WHEREAS, SBEGC owns that certain real estate more particularly described on the attached **Exhibit "A"** ("**Golf Course Property**"), upon which real estate SBEGC also owns and operates the Stoneybrook East Golf Course, which includes an 18-hole golf course ("**18-Hole Golf Course**"), a Clubhouse ("**Clubhouse**"), and other improvements associated therewith (together, the 18-Hole Golf Course, the Clubhouse and the other improvements are referred to herein as the "**Golf Course**"), all located within the Community; and

WHEREAS, previously the Stoneybrook HOA and SBEGC entered into that certain Stoneybrook East Golf Course Agreement dated January 10, 2020 (the "**2020 HOA/Club Agreement**") with respect to a request SBEGC made to the Orange County Board of County Commissioners ("**BOCC**") for approval of a certain land use change involving a proposed multi-family project to be developed on a portion of the Golf Course Property (the "**Apartment Project**"); and

WHEREAS, previously and in connection with the 2020 HOA/Club Agreement, the Stoneybrook HOA and Edengate Development and Investment, LLC ("**Eden**") entered into that certain Eden Multifamily Stoneybrook Agreement dated January 10, 2020 with respect to SBEGC's potential sale of approximately 14.5 acres encompassing a portion of the 9th hole of the Golf Course Property (the "**2020 HOA/Eden Agreement**") to Eden for the development of the Apartment Project; and

WHEREAS, the BOCC denied SBEGC's land use change request at a public hearing on January 28, 2020 (the "**Denial**"); and

WHEREAS, after the Denial, SBEGC and the Stoneybrook HOA have continued discussions concerning the possible development of a different portion of the Golf Course Property for development of approximately one hundred twenty-five (125) high-end single family homes, with SBEGC using commercially reasonable efforts to achieve sale prices beginning at \$750,000.00 (the "**Intended Use**") upon some portion or all of the land presently used as holes 3, 10, 17 and 18 of the 18-Hole Golf Course (each, a "**Single-Family Parcel**", and collectively, the "**Single-Family Parcels**"), which, if approved by the BOCC and if the Single-Family Parcels are sold for development, will only be sold and developed for the Intended Use pursuant to certain agreements and covenants of SBEGC in favor of the Stoneybrook HOA and the Community, as more particularly described herein; and

WHEREAS, the four (4) existing golf holes referred to above and that are located upon that portion of the Golf Course Property that will become the Single-Family Parcels shall be redesigned within the Golf Course Property as part of a reconfiguration of the entire Golf Course in order to maintain an 18-hole golf course of approximately 6,800 yards in length, in a manner reasonably agreed upon by SBEGC and the Stoneybrook HOA (the "**Course Reconfiguration**"); and

WHEREAS, the Stoneybrook HOA recognizes that the continued and sustained operation of the 18-Hole Golf Course as presently maintained and as to be improved and reconfigured per this Agreement is in the best interest of the Community and, for this and other reasons, the Stoneybrook HOA is in support of the terms and conditions in this Agreement; and

WHEREAS, SBEGC desires to withdraw its petition/request for the land use change related to the approximately 14.5 acres on the present 9th hole of the Golf Course Property related to the formerly proposed, but now abandoned, Apartment Project; and

WHEREAS, SBEGC desires to file a new petition/request for land use change applicable to the Single-Family Parcels solely to permit the Intended Use (the "**New Petition**"); and

WHEREAS, the Stoneybrook HOA and SBEGC desire to terminate and amend and restate, in its entirety, the 2020 HOA Club Agreement, and to terminate in its entirety the 2020 HOA Eden Agreement, all as set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the sums as hereinafter described, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference as material provisions of this Agreement.
2. **SBEGC Commitments and Obligations**. Upon BOCC approval of the New Petition to be filed by SBEGC for land use change in contemplation of a sale by SBEGC of the Single-Family Parcels for development for the Intended Use, it being understood and agreed that all of the obligations of SBEGC under this Section 2 are conditioned upon a final, non-appealable approval of the New Petition by the BOCC and the successful sale by SBEGC of all or any of the Single-Family Parcels upon terms agreeable to SBEGC in its sole

discretion (SBEGC agreeing to use commercially reasonable efforts to diligently pursue such a sale). SBEGC agrees and commits to the following terms and conditions:

- a. Full Payoff of Outstanding Mortgage Debt. SBEGC hereby agrees that whatever portion of the proceeds from SBEGC's sale of the Single-Family Parcels is needed to pay off and release all mortgage, judgment and other liens upon the Golf Course Property that secure the payment of money (collectively, "**Debt**") will be paid to such mortgagee(s) and lienors on the date of the "**Sale Closing**", which shall be defined as the earlier to occur of the closing of the sale of the: (i) Single-Family Parcels as a whole, or (ii) first sale of a portion of the Single-Family Parcels. SBEGC will provide the Stoneybrook HOA with a copy of the recorded releases and satisfactions of any and all mortgage and other liens upon the Golf Course Property within thirty (30) days after the Sale Closing. SBEGC covenants and warrants to the Stoneybrook HOA that the proceeds from the Sale Closing will be applied to and be sufficient to satisfy and release all of the Debt, and to fund the other obligations of SBEGC referenced in this Agreement. SBEGC further agrees that, while it owns the Golf Course, it shall, following satisfaction of all Debt, obtain future mortgage financing on the Golf Course only to finance the renovation and major maintenance systems and/or repairs of the Golf Course exceeding \$50,000 (collectively, "**Major Systems**") and the expenses relating to such financing (lender required expenses, legal fees, etc.). For clarity, for the purpose of this restriction on financing of the Golf Course Property and with respect to the renovation obligations described in subparagraph 2.b below, SBEGC shall be deemed to include any entity to which the Golf Course Property is conveyed that is controlled by (i) any Member in SBEGC, now or hereafter, (ii) any family members of such Members, and (iii) any entity controlling, controlled by, or under common control with SBEGC. Any subsequent owner of the Golf Course (excluding any affiliated owner described in the immediately preceding sentence) may incur mortgage debt upon the Golf Course only in connection with Major Systems and the expenses relating to such financing (lender required expenses, legal fees, etc.). Notwithstanding the foregoing, SBEGC and its successors and assigns may provide seller financing secured by a mortgage upon the Golf Course in connection with a sale thereof and thereafter may foreclose the lien of such mortgage, but only to recover title to and possession of the Golf Course and thereafter sell the Golf Course again, subject to the terms of this Agreement.
- b. Golf Course Renovations. Without limiting SBEGC's actions, SBEGC hereby agrees to make the following renovations and improvements to the Golf Course from the proceeds of the Sale Closing (provided, SBEGC shall fund any deficiency if the sale proceeds are insufficient, it being acknowledged by the parties that any sale of the Single-Family Parcels shall be in the sole and absolute discretion of SBEGC), at a cost of not less than One Million Five Hundred Thousand Dollars (\$1,500,000), which renovations and improvements shall include the following:
 - (i) Course Improvements.

Commencing and continuing during the first full June, July, and August following the Sale Closing, SBEGC shall execute the following renovations and improvements, all of which shall be designed, constructed, and operated by SBEGC in accordance with customary professional golf industry standards, for

golf courses in the Orlando area having a comparable price point to the 18-Hole Golf Course:

- A. Completion of the Course Reconfiguration, resulting in an 18-hole golf course on the Golf Course Property, with a course length of approximately 6,800 yards and having a par of 72.
 - B. One or more of the holes comprising the Single-Family Parcels that is are not sold in connection with the New Petition may be converted to a Par 3 golf hole.
 - C. Re-grass all tee boxes.
 - D. Renovate all greens with new Ultra Dwarf Bermuda.
 - E. Renovate all bunkers.
 - F. Execute various maintenance and repairs including, without limitation, repairs to wooden cart path bridges and the free-standing restroom.
 - G. Add trash cans at every hole.
- (ii) New Maintenance Equipment. Within twelve (12) months following the Sale Closing, obtain new golf course maintenance equipment to be used at the Golf Course.
- (iii) Enhancements for the Clubhouse. Between the Effective Date and the date that is two (2) years after the Sale Closing, add a fitness center, and make other enhancements to the interior of the Clubhouse, including painting, flooring, doors, fixtures, lighting, ceiling tiles, and the restrooms, in SBEGC's reasonable discretion. The Clubhouse shall include food and alcohol service.
- (iv) Stoneybrook HOA resident discount. During any periods when the Golf Course is operated as a public or semi-private golf course, a ten percent (10%) discount off the rack rate to play available only to Community residents with valid proof of residency shall be developed and will be available upon the re-opening of the Golf Course after the Golf Course renovations are complete.
- c. Pro Shop. If the "Transferor", defined as SBEGC or any successor, ever conveys the Clubhouse to another person or entity (the "Transferee"), other than in connection with a sale of the Golf Course, the Transferor (as lessee) shall enter into a perpetual lease with such Transferee (as lessor) to which it conveys the Clubhouse for the longest period allowed by law (the "Pro shop Lease") which shall be defined to include: (i) that portion of the Clubhouse that is operating, or was designed to operate, as the pro shop (with access directly from the parking lot) for the 18-Hole Golf Course so that the 18-Hole Golf Course will continue to have a viable pro shop accessible directly from the parking lot and such necessary ancillary pro shop features including (ii) the outdoor facing snack shop; (iii) the restrooms next to the snack shop; (iv) the outdoor covered porch area between the pro shop, the snack shop, and the restrooms; and (v) access and use of the Clubhouse parking lot, such use to be uninterrupted during normal business hours except for required maintenance and repair of which the Transferee (as lessor) shall provide the Transferor (as lessee) commercially reasonable notice.

- d. Golf Course Closed During Construction. The Parties acknowledge that the 18-Hole Golf Course shall be closed temporarily during construction of the above referenced renovations improvements, which, subject to force majeure events and the ability of SBEGC to have the first full months of June, July and August following the Sale Closing available to undertake such renovations improvements, SBEGC will use commercially reasonable efforts to complete all such renovations and improvements no later than twenty-four (24) months after the Sale Closing. This covenant is subject to the proviso that the Golf Course renovations will commence only on or about the first day of the first full month of June following the Sale Closing, to assure sufficient appropriate weather for grow-in of the renovations.
- e. Withdraw Prior Land Use Petition. On or before rezoning of the Single-Family Parcels, SBEGC shall have withdrawn its prior petition for land use change in connection with the Apartment Project or shall present evidence to the Stoneybrook HOA confirming that such petition is no longer valid.
- f. Golf Course Grant to HOA if Closed. In the event that the owner of the Golf Course, whether that be SBEGC or any successor to SBEGC ("**Golf Course Owner**") closes the Golf Course and or abandons operation of the existing Golf Course in part or in its entirety for a period of longer than twelve (12) months (excluding any closure necessitated by casualty, pandemic or other force majeure act outside of the control of the Golf Course Owner, and also excluding any temporary closure of the Golf Course to permit renovation of, or improvement to, the Golf Course), upon written request of the Stoneybrook HOA after an affirmative vote from a majority of the Stoneybrook HOA's board, the Golf Course Owner shall convey the Golf Course Property, including the free standing restroom and other structures located on the Golf Course Property (excluding the Clubhouse), in their then as-is condition, with no warranties or representations whatsoever, along with the Pro Shop Lease (but excluding the Clubhouse) to the Stoneybrook HOA, for no cash consideration; provided, SBEGC agrees to cooperate with the Stoneybrook HOA in connection with the Stoneybrook HOA's due diligence efforts undertaken before the Stoneybrook HOA takes ownership of the Golf Course Property. For clarity, "convey" as used in this subsection means:
 - (i) Relating to the Golf Course Property, via warranty deed to the Stoneybrook HOA, and
 - (ii) Relating to the Pro shop Lease, such lease shall be transferred/assigned to the Stoneybrook HOA.

SBEGC further agrees that, during any period the 18-Hole Golf Course is closed or abandoned, SBEGC shall continue to maintain the fairways and greens as necessary to keep the fairway grass no longer than five inches (5") and the greens at a length of not more than one-half inch (.5").

- (g) New Golf Course Property Deed Restriction. Prior to, or simultaneous with the recording of the documents for the Sale Closing, SBEGC shall record a perpetual

covenant running with the land for the longest time allowed by law limiting the use of the Golf Course Property, less the Single-Family Parcels (collectively, the "**New Golf Course Property**"), to operation of an 18-hole Golf Course and related amenities and prohibiting any use of the New Golf Course Property other than as a golf course development. The New Golf Course Property is described on Exhibit "B" attached hereto and incorporated herein by reference.

Deeded Covenant Restrictions on Golf Course Use, Future Development, HOA Payments
Notwithstanding anything to the contrary contained in this Agreement, all of the terms, conditions and provisions of this Section 3 shall be effective as of the final, non-appealable approval of the New Petition by the BOCC.

- a. Single Family Parcels. Prior to the Sale Closing, a perpetual covenant running with the land for the longest time allowed by law shall be recorded in the Public Records of Orange County or included in the deed(s) of the Single-Family Parcels. Such covenants must limit the use of the Single-Family Parcels to the Intended Use and to the covenants described below in Section 3.b
- b. Single-Family Parcel Payments. Prior to the Sale Closing, the following covenant shall be recorded in the Public Records of Orange County or included in the deed(s) of the Single-Family Parcels as perpetual covenants running with the land as to each and all of the Single-Family Parcels, requiring that:

- (i) Golf Course Membership. Each lot sold must, and require that the owner of each home developed on a Single-Family Parcel, maintain a membership in the Golf Course, upon such terms and conditions as shall be acceptable to SBEGC, having annual dues in an amount estimated to be approximately \$6,000 per annum, and subject to escalation in SBEGC's discretion, and
- (ii) HOA Payments. The single-family home community ("**SFH Community**") developed on the Single-Family Parcels must include a deed restricted home owners' association ("**SFH HOA**"), and such SFH HOA shall pay to the Stoneybrook HOA quarterly, a payment for each lot in the SFH Community in the initial amount of \$50 per quarter, beginning as of the date of the initial sale of each home developed upon a Single-Family Parcel, with an annual increase in such payment (to occur when the Stoneybrook HOA dues increase) equal to the same annual percentage increase in dues payable by the members of the Stoneybrook HOA, and
- (iii) HOA Resale Capital Contribution. The SFH HOA shall pay to the Stoneybrook HOA, upon each initial sale and resale of a home (according to the Stoneybrook HOA's resale capital contribution provisions and Florida state law) located on a Single-Family Parcel, a resale capital contribution equal to \$500 as of the initial sale of each home constructed on a Single-Family Parcel, with said amount to increase annually (to occur when the Stoneybrook HOA's resale capital contribution increases as to all other homes in the Community) at the

same rate as the increase in the resale capital contribution amount payable to the Stoneybrook HOA in connection with home sales in the Community, provided, the term "resale capital contribution" may change over time but the payment shall continue nonetheless as long as it shall continue to be paid by all members of the Stoneybrook HOA. The Stoneybrook HOA acknowledges that additional Golf Course and Clubhouse privileges may be available to owners of homes located on the Single-Family Parcels, as mandatory members of the Golf Course, which privileges may not be available to the members of the Community. The single-family homes developed upon the Single-Family Parcels shall not be a part of the Community and, while such homes are subject to the restrictions and financial obligations set forth in this Agreement, they otherwise shall not be subject to the Stoneybrook HOA or the covenants, conditions, and restrictions applicable to the Community, and

- (iv) HOA Authorization to Renew Extend Covenants. For the provisions in Sections 2.g., 3.a and 3.b of this Agreement requiring perpetual covenants, such covenants must contain a provision expressly authorizing the Stoneybrook HOA, including any successor master community association, to renew, extend, preserve, or otherwise revitalize such covenants as may be necessary to preserve and continue same under Florida law. Further, such covenants shall provide that such covenants cannot be amended or terminated without the Stoneybrook HOA's prior written consent.
- e. Short form Recorded Memorandum. The existence of, and the restrictions, requirements and provisions set forth in, this Agreement shall be evidenced by the recording of a short-form Memorandum of this Agreement in the Public Records of Orange County prior to the conveyance of the Single-Family Parcels at the Sale Closing. Such restrictions and requirements shall be applicable to the New Golf Course Property as described on **Exhibit "B"** attached hereto and, as set forth herein, to the Single-Family Parcels.
- 4. Contribution to the Stoneybrook HOA. At the Sale Closing, in consideration of the execution by the Stoneybrook HOA of this Agreement, its performance of its obligations described herein, including, without limitation the granting of easements that will be needed to develop the Single Family Parcels for the Intended Use, as described in Section 5 below, SBEGC shall make a contribution to the Stoneybrook HOA in the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "**HOA Contribution**"); provided however, if the BOCC approves the New Petition for a number of single-family homes in an amount less than 100 homes, the HOA Contribution shall be \$5,000 times the number of homes approved by the BOCC. Notwithstanding anything to the contrary contained in this Agreement, upon the issuance of a final, non-appealable approval of the New Petition by the BOCC, SBEGC will commence equal, annual payments to the Stoneybrook HOA of Ten Thousand Dollars (\$10,000.00) each (each, an "**Interim Payment**"), provided that (a) such payments shall total five (5) in number (being \$50,000.00 in the aggregate), and (b) upon the Sale Closing, each of the Interim Payments previously made by SBEGC shall be credited against the HOA Contribution to be made by SBEGC and no further Interim Payments shall be payable by SBEGC to the Stoneybrook HOA pursuant to this paragraph. The first Interim Payment will be paid within five (5) business days after the

approval of the New Petition by the BOCC becomes final and non-appealable and the remaining Interim Payments will be made on the next four (4) successive annual anniversary of the Effective Date of this Agreement. In the event that the Sale Closing never occurs, Stoneybrook HOA shall be entitled to retain all of the Interim Payments.

5. Cooperation.

- a. SBEGC and HOA Easements and Rights-of-Way. The Stoneybrook HOA will reasonably cooperate in the proposed development of the Single-Family Parcels it approved by the BOCC by providing reasonable perpetual easements and rights-of-way for utilities and for pedestrian and vehicular access across property owned by the Stoneybrook HOA, particularly with respect to access to those Single-Family Parcels located on the land currently used for the 3rd, 10th, 17th and 18th holes, as currently configured (which may involve the creation of an access road from Alafaya Trail across undeveloped common area owned by the Stoneybrook HOA), and other development related easements as may be reasonably required for the Course Reconfiguration and the development of the Single-Family Parcels for the Intended Use, provided that such easements and rights-of-way do not interfere with the ingress, egress, use and enjoyment of any residence located within the Community. SBEGC shall also timely grant to the Stoneybrook HOA, as to specific requests, perpetual access, maintenance, and landscape easements for Stoneybrook HOA-owned landscape that is on property owned by SBEGC and for all Stoneybrook HOA infrastructure including, without limitation, monuments, sidewalks, aerators/fountains, etc. that is located on property owned by SBEGC.
- b. Reciprocal Easements and Cooperation Relating to Northampton Avenue
 - (i) SBEGC agrees to grant to the Stoneybrook HOA a perpetual easement running with the land for the longest time allowed by law for access, landscape, and a visual screening barrier/buffer or wall where landscaping, visual screening barrier/buffer or wall must match the theme of the Stoneybrook East entrance and common area landscaping and landscape maintenance: (a) up to ten (10) feet on the east side of Northampton Avenue, and (b) up to ten (10) feet on the west side of Northampton Avenue. In addition, if any ponds are created abutting Northampton Avenue as part of the development of the Single-Family Parcels, SBEGC and its successors and assigns shall grant the Stoneybrook HOA an easement or easements over such ponds for the installation and maintenance of fountains if the Stoneybrook HOA elects to install one or more fountains in such ponds and such fountains to be maintained in good and operating condition by the Stoneybrook HOA at its sole cost and expense.
 - (ii) The Stoneybrook HOA agrees to grant to SBEGC an easement for access, landscape and landscape maintenance up to ten (10) feet (to be commensurate with the easement that SBEGC grants to the Stoneybrook HOA in the preceding paragraph) over property owned by the Stoneybrook HOA and contiguous to the Single-Family Parcels, such easement equating in size to the same amount of space granted by SBEGC to the Stoneybrook HOA in the preceding paragraph.

- (iii) SBEGC shall cause, via deed restriction, the purchaser of the Single-Family Parcels to cooperate in good faith with the Stoneybrook HOA in the design of the landscape, visual screening barrier buffer and any privacy wall along Northampton Avenue so as to be harmonious with the Stoneybrook HOA's Northampton Avenue and Stoneybrook Boulevard entrances.
 - (iv) The Parties agree that the details and extent of landscaping, visual screening barrier buffer, berm or wall will be determined in good faith between the Parties as the site plan(s) (or comparable development plan(s) for the Single-Family Parcels are prepared and approved to ensure visual screening from Northampton Avenue of the development of the Single-Family Parcels. The details and extent of the foregoing shall meet the requirements and intent of this Section 5.b.
 - (v) The cost and expense of the design, installation, and construction of the landscaping and the visual screening barrier buffer or wall, shall be paid by SBEGC or its successors. The cost and expense of the maintenance, repair, and replacement for such matters shall be paid by the owners of the Single-Family Parcels. The easements shall provide for the Party responsible for the foregoing and the Party responsible for such costs and expenses.
- c. Golf Cart Path and Pedestrian Bridge. Commencing upon issuance of a final, non-appealable approval of the New Petition by the BOCC, SBEGC will share equally with the Stoneybrook HOA the cost of repair and maintenance of the golf cart path and pedestrian bridge ("**Bridge**") located behind the Reserve northeast of Broadhaven Blvd. The Stoneybrook HOA will remain responsible for administering such repair and maintenance, but may invoice SBEGC for its fifty percent (50%) share of such repair and maintenance expenses, with reasonable supporting documentation for the costs thereof. SBEGC will pay its share of such invoice within thirty (30) days after receipt thereof. The Stoneybrook HOA will provide SBEGC not less than fifteen (15) days' prior written notice before incurring repair or maintenance expenses in excess of \$5,000 except in the event of an emergency, in which event the Stoneybrook HOA will provide notice within five (5) business days after contracting for such expense.
- d. Access to the Single-Family Parcels. The Stoneybrook HOA has requested that vehicular access to the Single-Family Parcels be from Alafaya Trail and not be from Northampton Avenue. However, the final configuration of access to the Single-Family Parcels is dependent upon the consent of the Florida Department of Transportation and the development authorities of Orange County, Florida. Pedestrian access will be required from the Single-Family Parcels across Northampton Avenue to access the Golf Course and the Clubhouse.
- e. Repaving of Northampton Avenue. SBEGC or its successor shall, within ninety (90) days after no more than five (5) homes within the Single-Family Parcels' development remain to close on their initial sale (the "**Repavement Date**"), repave Northampton Avenue from Alafaya Trail to the gatehouse owned by the Stoneybrook HOA if (a) the entrance to the development constructed on the Single-Family Parcels has any entrance from Northampton Avenue, and/or (b) the development constructed on the Single-Family Parcels used any portion of Northampton Avenue for construction access, and/or (c) the development constructed on the Single-Family Parcels damaged

any portion of Northampton Avenue. Such repaving obligation shall be executed on a pro-rata basis by cost sharing between SBEGC and the Stoneybrook HOA based on the number of years remaining before that portion of Northampton Avenue was to be repaved per the Stoneybrook HOA's Reserve Study that was in effect as of the Sale Closing. For example only, if, per the Stoneybrook HOA's Reserve Study in effect as of the Repavement Date, Northampton Avenue had an expected 15-year life span and 2 years remain before it is to be repaved, SBEGC or its successor shall pay one third (1/3) of the cost [where 5 years life span remain - 15-year life span] and the Stoneybrook HOA shall pay for two thirds (2/3) of the cost [where 10 years of life span have elapsed - 15-year life span]. The repaving process shall be carried out by (at the discretion of the Stoneybrook HOA) either the Stoneybrook HOA or SBEGC or its successor. Notwithstanding anything herein to the contrary, SBEGC, its successors and assigns shall pay the full cost of repair along Northampton Avenue, between Alafaya Trail and the gatehouse, of any road base damage, curb damage, drainage relocation or damage, or street light damage, to the extent caused by the development and/or access to or from all or any portion of the Single-Family Parcels.

- (i) If SBEGC prefers to place this obligation on the buyer of the Single-Family Parcels, then this provision shall be placed in the deed(s) as a deed restriction when each Single-Family Parcel is sold so that at the Sale Closing, this obligation passes to the buyer of each Single-Family Parcel.

6. Single-Family Parcels Development.

- a. Single Family Parcels. SBEGC shall cause each purchaser of a Single-Family Parcel to develop only a high-end single-family home on each Single-Family Parcel, using commercially reasonable efforts to achieve a sale price beginning at \$750,000
- b. Engineering and Drainage. SBEGC shall pay the reasonable fees and costs for the Stoneybrook HOA's engineer (provided that such cost shall not exceed \$15,000.00) to (i) establish the drainage benchmark applicable to the Single-Family Parcels within ninety (90) days after the Sale Closing, and (ii) evaluate and conduct a final inspection of the drainage impact upon the Community after the Single-Family Parcels are developed to ensure that the Stoneybrook HOA's drainage systems are not burdened beyond the capacity of such draining system, as the same may be supplemented in connection with development of the Single-Family Parcels.
- c. Notwithstanding anything in this Agreement to the contrary, no construction or development of all or any portion of the Single-Family Parcels may occur unless and until the Sale Closing has occurred and funding to satisfy SBEGC's obligations under this Agreement has been received by SBEGC for its required expenditures. Further, SBEGC agrees that neither it, nor any affiliate of SBEGC, shall be the developer or a co-developer of the Single-Family Parcels, as such development is to be undertaken by a third-party purchaser(s) of the Single-Family Parcels

7. HOA Commitments. The Stoneybrook HOA recognizes the impact that sustainability of the Golf Course has to the Community and its members as a whole. In order to induce SBEGC to enter into this Agreement, the Stoneybrook HOA shall attempt to meet with the Orange County District 4 Commissioner prior to the final BOCC hearing and also

appear at the BOCC public hearing in support of the land use approval for the Intended Use to be considered, and shall advise the BOCC that, if Orange County should approve the land use changes for the Intended Use, the Stoneybrook HOA believes the assurances and commitments by SBEGC set forth in this Agreement provide reasonable efforts toward the most significant concerns of its members as a whole as it relates to the sustainability of the Golf Course around and within the Community. The Parties understand that there are members of the Stoneybrook HOA that may not support, and may actively oppose, the Agreement and, without limitation, such opposition is not a breach of the Stoneybrook HOA's obligations under this Agreement.

8 Miscellaneous Provisions.

- (a) Broker Fee. Each Party represents and warrants to the other Parties that no broker or finder has been engaged by the Party making the representation and warranty in connection with any of the transactions contemplated by this Agreement and the conveyances contemplated by this Agreement, or to such Party's knowledge is in any way connected with any of such transactions. Each Party will indemnify, save harmless, and defend the other Parties from any liability, lawsuits, claims, costs, or expenses arising out of or connected with any claim for any broker-realtor commission or compensation made by any person or entity seeking a commission or fee alleging or claiming to have been retained or contacted by the indemnifying Party. This Section 8(a) survives the Sale Closing and any earlier termination of this Agreement.
- (b) Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be in the applicable courts located within Orange County, Florida.
- (c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party hereto, and their respective heirs, personal representatives, successors and assigns, and the terms, conditions, and provisions of this Agreement shall run with title to the lands described on the attached **Exhibit "A"** (the Golf Course Property) and **Exhibit "B"** (the New Golf Course Property).
- (d) Entire Agreement; Amendment; Waiver. This Agreement and the Exhibits attached hereto and incorporated herein contain the final and entire agreement between the Parties hereto with respect to the matters addressed in this Agreement and are an integration of all prior agreements, negotiations, and understandings. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein except for documents executed pursuant to this Agreement. This Agreement supersedes all prior agreements, whether oral or written, between the Parties with respect to the matters addressed in this Agreement, including without limitation, the 2020 HOA/Club Agreement, and the 2020 HOA/Eden Agreement which latter two (2) agreements have and are terminated in their entirety. No change, amendment, or modification of this Agreement shall be valid or binding, unless the same is in writing, and signed and exchanged by and between the Parties. No waiver of any provision of this

Agreement shall be valid unless in writing and signed by the Party against which it is sought to be enforced.

- (e) Counterparts, Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same documents. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.
- (f) Survival. All obligations of SBEGC under this Agreement and other provisions of this Agreement expressly survive the final, unappealable BOCC approval of the Agreement and the Sale Closing contemplated by this Agreement.
- (g) Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall (a) not affect any other provision hereof, and (b) be reformed as needed to become valid, legal, and enforceable, and this Agreement shall be construed as if whatever portion of such provision that cannot be reformed and remains invalid, illegal, or unenforceable provision had never been contained herein.
- (h) Assignability and Enforceability. No Party may assign this Agreement, or any portion of this Agreement, without the prior written consent of the other Party. Further, SBEGC shall impose on the Single-Family Parcels and upon whoever owns, develops, operates, controls, or has any rights over or with respect to the Single-Family Parcels, the obligations relating thereto imposed by this Agreement. The Stoneybrook HOA has the right of specific performance and all other legal and equitable rights under the law, including the right to enforce all SBEGC obligations under this Agreement as to the New Golf Course Property and, as applicable, the Single-Family Parcels.
- (i) Effectiveness and Effective Date. This Agreement shall become effective on the date it is last executed and delivered by and between the Parties, and such date shall be inserted on the first page hereof as the Effective Date.
- (j) Termination. Notwithstanding anything to the contrary contained herein, if a final, non-appealable approval of the New Petition has not been issued by the BOCC within four (4) years of the Effective Date, or if the Sale Closing has not occurred within five (5) years after the date of the final, non-appealable approval by the BOCC of the New Petition, either party hereto may terminate this Agreement by written notice to the other party; provided, that, upon termination of this Agreement by SBEGC or its successors or assigns, the Savings Provision shall remain effective.
- (k) Savings Provision. If either Party terminates this Agreement pursuant to the Termination section above at Section 8(j), SBEGC and its successors and assigns

shall have no rights to utilize the Single-Family Parcels or the Golf Course in any manner other than for operation of a golf course, unless SBEGC, its successors and assigns agree, in connection with any development of any portion of the Golf Course, including the Single-Family Parcels, that they will develop the Single-Family Parcels only for the Intended Use and that they will fulfill all obligations of SBEGC pursuant to the terms of this Agreement. For clarity, no residential development of the Golf Course, including the Single-Family Parcels for the Intended Use, may occur unless the terms, conditions and provisions of this Agreement are met. This provision shall survive the termination of the Agreement and shall remain in full force and effect.

- (l) **Default.** If any Party defaults hereunder, the other Parties shall have all legal and equitable remedies, including the right of specific performance; provided, however, each Party shall be given ten (10) days after receipt of written notice from the Party alleging the default within which to cure any default prior to the Party alleging the default commencing any legal action.
- (m) **Notices.** Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by nationally recognized overnight courier, hand, or electronic transmission (to be effective upon receipt), to the addresses or electronic addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith. When any notice or communication is sent by any method, electronic transmission shall also be required where an e-mail address is provided.

If to SBEGC: John Caporaletti
Royal Oaks Golf Club
3350 West Oak Street
Lebanon, PA 17042
john@caporalettigolf.com

With a copy to: William F. Leahy
Snider Weinstein PLLC
2000 Massachusetts Avenue, NW, Suite 200
Washington, D.C. 20036
william.leahy@sniderweinstein.com

If to Stoneybrook
Master Association
of Orlando, Inc: 14351 Stoneybrook Blvd.
Orlando, Florida 32828
Attn: Licensed Community Association Manager

With a copy to: Sentry Management
2180 West State Road 434 Suite 5000
Longwood FL 32779
Attn: Vice President, Orlando Division

With a copy to: Fishback Dominick
Attn: A. Kurt Ardaman
1947 Lee Road
Winter Park, Florida 32789
E-mail: ardaman@fishbacklaw.com

- (n) **Estoppel Certificate.** Each Party hereto shall at any time and from time to time (but at no charge to the requesting Party if not more than three (3) times during any calendar year), upon request in writing from a Party, execute, acknowledge and deliver to such requesting Party a statement certifying, to the best of its knowledge, that (i) this Agreement is in full force and effect, (ii) this Agreement has not been amended or modified, either orally or in writing or, if there have been amendments or modifications, that this Agreement has been so amended or modified (and stating the modifications), and (iii) the requesting Party is not known to be in default in the performance of its obligations under this Agreement unless such requesting Party is indeed in default (in which case, such statement shall specify in reasonable detail the nature of any and all such defaults). Any Party receiving any such request for an estoppel certificate shall execute and return such certificate within fifteen (15) days following receipt of the request therefor.
- (o) **Attorneys' Fees Costs of Enforcement.** In the event any litigation, mediation, or controversy between the parties hereto arises out of or in connection with this Agreement, the prevailing party in such litigation, mediation or controversy shall be entitled to recover from the other party all reasonable enforcement costs including, without limitation, attorneys' fees, paraprofessionals' fees, expenses and suit costs, (collectively "**Enforcement Costs**") including those Enforcement Costs associated with any appellate proceedings or post-judgment collection proceedings and also including the attorneys' fees/cost of enforcement phase.
- (p) **Execution and Authority of Parties.** Each of the Parties represents and warrants to the other that each has full right, power, and authority to enter into this Agreement and that the person or persons executing this Agreement on behalf of SBEGC and the Stoneybrook HOA, as the case may be, are duly authorized to do so. Each Party further represents and warrants that all necessary persons required to bind such Party have executed this Agreement and that all necessary authorizations have been given to each signatory.
- (q) **Interpretation.** Neither A. Kurt Ardaman, Fishback Dominick, nor any of the Parties shall be considered the drafter of this Agreement, or any portion of this Agreement, for purposes of interpreting this Agreement, it being recognized and agreed that as

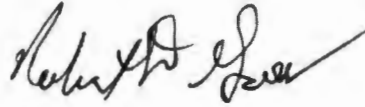
between the Parties, all Parties have contributed substantially and materially to the preparation of this Agreement

- (ii) Insurance – SBEGC shall purchase usual, customary, and adequate property insurance on the Golf Course

(Signature)

IN WITNESS WHEREOF, the Parties have signed and sealed these presents as of the Effective Date.

STONEBROOK MASTER ASSOCIATION OF
ORLANDO, INC., a Florida nonprofit corporation

By 

Print Name: Robert D. Gass
Its President

SBEGC, LLC, a Florida limited liability company

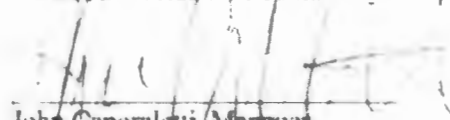
By 
John Caporaletti, Manager

Exhibit A

Golf Course Property

Legal Description of the Stoneybrook East Golf Course

DESCRIPTION: PARCELA

That part of Section 2, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Begin at the Northeast corner of Lot 32, Block 3, STONEYBROOK UNIT III, according to the Plat thereof, as recorded in Plat Book 41, Pages 90 through 92, of Public Records of Orange County, Florida; thence run the following two (2) courses along the boundary of Lot 33, Block 3, of said STONEYBROOK UNIT III: N05°22'35"E for a distance of 135.70 feet; thence N46°51'12"W, 5.21 feet to the Southerly line of Conservation Easement Parcel 8, as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following twenty six (26) courses along said Southerly line: N83°23'45"E for a distance of 54.51 feet; thence run N88°18'53"E for a distance of 71.67 feet; thence run N67°39'18"E for a distance of 22.06 feet; thence run S37°44'28"E for a distance of 26.35 feet; thence run S69°36'56"E for a distance of 57.94 feet; thence run S73°06'10"E for a distance of 29.13 feet; thence run S49°09'23"E for a distance of 44.16 feet; thence run N77°27'25"E for a distance of 36.48 feet; thence run S21°05'59"E for a distance of 15.03 feet; thence run S31°12'27"E for a distance of 58.57 feet; thence run N67°17'21"E for a distance of 33.97 feet; thence run S81°23'38"E for a distance of 76.45 feet; thence run S33°51'51"E for a distance of 10.69 feet; thence run S22°32'47"E for a distance of 30.51 feet; thence run S52°12'32"E for a distance of 38.72 feet; thence run S21°31'11"E for a distance of 56.76 feet; thence run S31°40'47"E for a distance of 105.95 feet; thence run N28°21'32"E for a distance of 49.04 feet; thence run S38°08'54"E for a distance of 29.81 feet; thence run S50°33'35"E for a distance of 50.47 feet; thence run S47°37'00"E for a distance of 109.42 feet; thence run S66°14'24"E for a distance of 55.25 feet; thence run N68°46'01"E for a distance of 66.93 feet; thence run N57°16'10"E for a distance of 79.65 feet; thence run N17°05'13"E for a distance of 63.62 feet; thence run N07°18'41"W for a distance of 25.05 feet to the Northwest corner of Lot 96, block 5, STONEYBROOK UNIT I, according to the Plat thereof, as recorded in Plat Book 37, Pages 140 through 146, of said Public Records; thence run the following thirteen (13) courses along the Westerly line of said STONEYBROOK UNIT I: S21°27'19"E for a distance of 52.25 feet; thence run S00°33'05"W for a distance of 240.00 feet; thence run S89°26'55"E for a distance of 178.01 feet to a point on a non-tangent curve concave Easterly having a radius of 850.00 feet and a chord bearing of S16°59'05"E; thence run Southerly along the arc of said curve through a central angle of 23°03'52" for a distance of 342.17 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 187.00 feet and a chord bearing of S23°20'59"E; thence run Southeasterly along the arc of said curve through a central angle of 10°20'04" for a distance of 33.73 feet to the point of tangency; thence run S18°10'57"E for a distance of 108.62 feet to the point of curvature of a curve concave Northeasterly having a radius of 213.00 and a chord bearing of S24°21'31"E; thence run Southeasterly along the arc of said curve through a central angle of 12°21'07" for a distance of 45.92 feet to the point of compound curvature of a curve concave Northeasterly having a radius of

1104.00 feet and a chord bearing of S31°41'55"E; thence run Southeasterly along the arc of said curve through a central angle of 02°19'42" for a distance of 44.86 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 1741.33 feet and a chord bearing of S33°45'39"E; thence run Southeasterly along the arc of said curve through the central angle of 01°47'46" for a distance of 54.59 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 213.00 feet and a chord bearing of S37°43'51"E; thence run Southeasterly along the arc of said curve through a central angle of 06°08'38" for a distance of 22.84 feet to the point of tangency; thence run S40°48'10"E for a distance of 90.69 feet to the point of curvature of a curve concave Westerly having a radius of 138.00 feet and a chord bearing of S18°59'14"E; thence run Southeasterly along the arc of said curve through a central angle of 43°37'51" for a distance of 105.09 feet to the point of compound curvature of a curve concave Westerly having a radius of 145.00 feet and a chord bearing of S23°21'26"W; thence run Southwesterly along the arc of said curve through a central angle of 41°03'29" for a distance of 103.91 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 405.00 feet and a chord bearing of S30°04'43"W; thence run Southwesterly through a central angle of 27°36'54" for a distance of 195.20 feet to the Northerly boundary of STONEYBROOK UNIT VIII, according to the plat thereof, as recorded in Plat Book 46, Pages 72 and 73, of said Public Records; thence run the following nineteen (19) courses along said Northerly boundary line: N81°15'46"W for a distance of 104.32 feet; thence run N33°55'18"W for a distance of 201.22 feet; thence run S58°02'23"W for a distance of 52.82 feet; thence run S56°10'48"W for a distance of 54.93 feet; thence run S48°52'36"W for a distance of 34.52 feet; thence run N89°22'28"W for a distance of 41.04 feet; thence run N77°06'06"W for a distance of 1.46 feet; thence run S89°31'06"W for a distance of 10.86 feet; thence run S45°01'27"W for a distance of 8.78 feet; thence run S76°37'29"W for a distance of 17.16 feet; thence run N89°39'09"W for a distance of 58.89 feet; thence run S75°09'35"W for a distance of 72.28 feet; thence run N71°26'19"W for a distance of 47.90 feet; thence run N40°34'13"W for a distance of 7.69 feet; thence run S18°09'25"W for a distance of 27.74 feet; thence run S33°36'07"W for a distance of 38.72 feet; thence run S29°25'11"E for a distance of 19.50 feet; thence run S58°27'47"W for a distance of 8.26 feet; thence run S12°58'31"W for a distance of 261.88 feet along a radial line to the Northerly right-of-way line of Alafaya Trail, as recorded in Official Records Book 3411, Page 1192, of said Public Records and a point on a non-tangent curve concave Northeasterly having a radius of 1750.00 feet and a chord bearing of N48°58'38"W; thence run Northwesterly along said Northerly right-of-way line and the arc of said curve through a central angle of 56°05'42" for a distance of 1713.32 feet to the point of tangency; thence N20°55'47"W along said Northerly right-of-way line for a distance of 2378.35 feet to the South right-of-way line of Stoneybrook Boulevard, as recorded in Plat Book 37, Pages 140 through 146, of said Public Records; thence run N69°04'13"E along said South right-of-way line for a distance of 26.52 feet to the point of curvature of a curve concave Southerly having a radius of 1780.00 feet; thence continue Easterly along said South right-of-way line and the arc of said curve through a central angle of 17°19'53" for a distance of 538.43 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 35.00 feet and a chord bearing of S43°28'49"E; thence the following twenty two (22) courses along the boundary of aforesaid STONEYBROOK UNIT III: Southeasterly along the arc of said curve through a central angle of 100°14'10" for a distance of 61.23 feet to the point of tangency; thence run S06°38'16"W for a distance of 42.53 feet to the point of curvature of a curve concave Easterly having a radius of 400.00 feet and a chord bearing of S01°04'44"W; thence run Southerly along the arc of said curve through a central angle of 11°07'03" for a distance of 77.61 feet to a non-

tangent line, thence run S57°25'00"W for a distance of 38.06 feet; thence run S32°26'41"W for a distance of 37.43 feet; thence run S44°48'25"W for a distance of 97.29 feet; thence run S23°38'16"W for a distance of 287.99 feet; thence run S27°00'49"E for a distance of 124.22 feet; thence run S33°22'30"E for a distance of 518.71 feet; thence run S25°03'32"E for a distance of 175.83 feet; thence run S19°40'45"E for a distance of 73.68 feet; thence run S14°46'02"E for a distance of 436.49 feet; thence run S23°45'20"E for a distance of 240.07 feet; thence run S28°01'59"E for a distance of 134.66 feet; thence run S36°58'49"E for a distance of 104.91 feet; thence run S68°20'26"E for a distance of 80.14 feet; thence run N87°36'47"E for a distance of 73.44 feet; thence run N74°59'51"E for a distance of 59.33 feet; thence run N62°58'37"E for a distance of 48.86 feet; thence run N42°58'02"E for a distance of 90.96 feet; thence run N21°43'55"E for a distance of 55.07 feet; thence run N02°54'13"W for a distance of 303.05 feet to the POINT OF BEGINNING

LESS AND EXCEPT

That part of Section 2, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 2; thence run S 00°10'03" W along the East line of said Section 2 for a distance of 1768.11 feet; thence run N 89°49'57" W for a distance of 2910.57 feet to the POINT OF BEGINNING; thence run S 40°51'32" W for a distance of 17.62 feet; thence run S 32°26'41" W for a distance of 36.95 feet; thence run S 44°48'25" W for a distance of 59.62 feet; thence run S 54°43'13" W for a distance of 34.11 feet; thence run S 67°45'36" W for a distance of 50.92 feet; thence run N 80°42'20" W for a distance of 28.17 feet; thence run S 58°09'14" W for a distance of 40.19 feet; thence run N 74°16'19" W for a distance of 48.78 feet; thence run N 62°05'32" W for a distance of 30.62 feet; thence run N 56°18'28" W for a distance of 54.65 feet; thence run N 14°07'08" E for a distance of 45.41 feet; thence run N 16°10'02" E for a distance of 50.11 feet; thence run N 66°19'45" E for a distance of 14.04 feet; thence run N 26°14'54" W for a distance of 23.06 feet; thence run N 60°30'17" E for a distance of 70.18 feet; thence run N 56°32'07" E for a distance of 27.53 feet; thence run N 07°18'35" W for a distance of 23.18 feet; thence run N 83°56'24" E for a distance of 50.00 feet; thence run N 88°01'01" E for a distance of 100.00 feet; thence run N 82°04'47" E for a distance of 87.38 feet; thence run S 04°05'18" W for a distance of 58.39 feet; thence run S 58°29'44" E for a distance of 8.27 feet; thence run S 06°07'18" W for a distance of 34.48 feet; thence run S 64°37'17" W for a distance of 6.19 feet; thence run S 17°35'34" W for a distance of 29.30 feet to the POINT OF BEGINNING.

Containing 57.731 acres more or less and being subject to any rights-of-way, restrictions and easement of record.

DESCRIPTION: PARCEL B

That part of Section 2, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

BEGINNING at the Northeast corner of Lot 62, Block 2, STONEYBROOK UNIT 1, according to the Plat thereof, as recorded in Plat Book 37, Pages 140 through 146, of Public Records of Orange County, Florida; thence run the thirteen (13) courses along the Northerly boundary of said STONEYBROOK UNIT 1: S54°27'41"E for a distance of 142.38 feet; thence run S23°40'42"E for a distance of 262.39 feet; thence run S29°13'21"E for a distance of 116.55 feet; thence run S45°12'22"E for a distance of 95.49 feet; thence run S17°41'34"E for a distance of 176.34 feet; thence run S12°31'04"W for a distance of 80.27 feet, thence run S10°37'35"W for a distance of 65.03 feet, thence run S03°28'42"W for a distance of 65.00 feet; thence run S01°46'09"E for a distance of 120.31 feet; thence run S07°45'26"E for a distance of 403.25 feet; thence run S07°21'49"W for a distance of 96.02 feet to the North right-of-way line of Stoneybrook Boulevard and a point on a non-tangent curve concave Southwesterly having a radius of 1620.00 feet and a chord bearing of S80°29'20"E; thence run Southeasterly along said North right-of-way line and the arc of said curve through a central angle of 04°17'43" for a distance of 121.45 feet to the point of reverse curvature of a curve concave Northerly having a radius of 810.00 feet and a chord bearing of S82°06'33"E; thence run Easterly along said North right-of-way line and the arc of said curve through a central angle of 07°32'09" for a distance of 106.54 feet to the Westerly line of Conservation Easement Parcel 3, as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following fifty two (52) courses along said Westerly line: N13°20'02"E for a distance of 46.32 feet; thence run N05°37'58"W for a distance of 11.81 feet; thence run N22°39'27"W for a distance of 35.49 feet; thence run N18°44'22"E for a distance of 56.40 feet; thence run N08°11'48"E for a distance of 55.21 feet; thence run N02°50'09"E for a distance of 66.39 feet; thence run N00°20'25"E for a distance of 53.80 feet; thence run N22°42'59"W for a distance of 31.59 feet; thence run N01°05'54"E for a distance of 70.37 feet; thence run N03°57'46"W for a distance of 69.09 feet; thence run N11°26'23"E for a distance of 49.09 feet; thence run N31°33'31"W for a distance of 40.04 feet; thence run N18°28'22"E for a distance of 60.76 feet; thence run N03°02'01"E for a distance of 56.76 feet; thence run N21°50'39"E for a distance of 68.32 feet; thence run N05°24'35"W for a distance of 59.93 feet; thence run N05°17'48"W for a distance of 37.37 feet; thence run N84°03'16"W for a distance of 50.03 feet; thence run N33°40'42"E for a distance of 88.20 feet; thence run N09°23'26"W for a distance of 11.35 feet; thence run N23°58'07"W for a distance of 59.58 feet; thence run N55°59'03"E for a distance of 62.29 feet; thence run N33°28'16"E for a distance of 53.00 feet; thence run N47°16'57"E for a distance of 42.33 feet; thence run N30°29'03"E for a distance of 51.26 feet; thence run N75°45'30"E for a distance of 71.73 feet; thence run N69°38'33"E for a distance of 36.31 feet; thence run N61°21'42"E for a distance of 43.89 feet; thence run N76°26'16"E for a distance of 29.59 feet; thence run N55°26'36"E for a distance of 37.44 feet; thence run N40°03'57"E for a distance of 48.20 feet; thence run N24°03'57"E for a distance of 21.45 feet; thence run N42°36'41"E for a distance of 52.01 feet; thence run N48°37'08"E for a distance of 39.99 feet; thence run N37°46'26"E for a distance of 39.24 feet; thence run N73°59'55"E for a distance of 34.32 feet; thence run N52°03'03"E for a distance of 40.09 feet; thence run N51°15'52"E for a distance of 34.25 feet; thence run N60°08'32"E for a distance of 18.48 feet; thence run N26°17'43"W for a distance of 3.93 feet; thence run N89°52'45"E for a distance of 104.01 feet; thence run N51°54'59"W for a distance of 26.42 feet; thence run N39°56'27"W for a distance of 29.24 feet; thence run N74°00'01"E for a distance of 19.13 feet; thence run S69°49'01"E for a distance of 93.50 feet; thence run S81°36'35"E for a distance of 50.53 feet; thence run N69°17'39"E for a distance of 50.14 feet; thence run N82°26'53"E for a distance of 47.85 feet; thence run S87°12'13"E for a distance of 103.07 feet to the point of

curvature of a curve concave Southwesterly having a radius of 17.50 feet and a chord bearing of $S45^{\circ}23'22''E$; thence Southeasterly along the arc of said curve through a central angle of $83^{\circ}37'42''$ for a distance of 25.54 feet to the point of tangency; thence run $S03^{\circ}34'31''E$ for a distance of 70.67 feet; thence run $S09^{\circ}19'06''E$ for a distance of 94.29 feet to the Northerly line of said STONEYBROOK UNIT 1; thence run the following four (4) courses along said Northerly line: $S61^{\circ}47'37''E$ for a distance of 1.74 feet; thence run $S37^{\circ}13'04''E$ for a distance of 50.30 feet; thence run $S09^{\circ}16'32''E$ for a distance of 56.74 feet; thence run $S18^{\circ}10'40''E$ for a distance of 109.84 feet to the Northerly line of Conservation Easement Parcel 5, as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following eight (8) courses along the Northerly, Easterly and Southerly lines of said Parcel 5: $N56^{\circ}17'31''E$ for a distance of 20.09 feet; thence run $S62^{\circ}28'03''E$ for a distance of 35.55 feet; thence run $S55^{\circ}38'13''E$ for a distance of 67.55 feet; thence run $S37^{\circ}48'08''E$ for a distance of 76.16 feet; thence run $S37^{\circ}33'02''W$ for a distance of 65.62 feet; thence run $S04^{\circ}33'46''W$ for a distance of 76.23 feet; thence run $N83^{\circ}20'36''W$ for a distance of 22.42 feet; thence run $N48^{\circ}05'48''W$ for a distance of 17.97 feet to the Northerly line of said STONEYBROOK UNIT 1; thence run the following three (3) courses along said Northerly line: $S14^{\circ}17'35''E$ for a distance of 159.15 feet; thence run $S18^{\circ}40'00''W$ for a distance of 80.06 feet to a point on a non-tangent curve concave Southeasterly having a radius of 980.00 feet and a chord bearing of $N71^{\circ}24'36''E$; thence run Easterly along the arc of said curve through a central angle of $13^{\circ}40'47''$ for a distance of 233.98 feet to a point on a non-tangent line and the Westerly line of Conservation Easement Parcel 6, as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following twenty eight (28) courses along said Westerly line: $N03^{\circ}03'23''W$ for a distance of 275.02 feet; thence run $N23^{\circ}37'13''W$ for a distance of 49.65 feet; thence run $N07^{\circ}42'06''E$ for a distance of 42.26 feet; thence run $N22^{\circ}50'59''W$ for a distance of 41.47 feet; thence run $N45^{\circ}24'38''W$ for a distance of 19.07 feet; thence run $N75^{\circ}34'41''W$ for a distance of 18.11 feet; thence run $N86^{\circ}58'10''W$ for a distance of 35.85 feet; thence run $N62^{\circ}21'21''W$ for a distance of 32.11 feet; thence run $S82^{\circ}30'28''W$ for a distance of 23.65 feet; thence run $S63^{\circ}33'41''W$ for a distance of 44.88 feet; thence run $N72^{\circ}32'58''W$ for a distance of 53.87 feet; thence run $N87^{\circ}01'04''W$ for a distance of 55.67 feet; thence run $N26^{\circ}14'56''W$ for a distance of 10.26 feet; thence run $N18^{\circ}10'40''W$ for a distance of 41.39 feet; thence run $N09^{\circ}16'32''W$ for a distance of 57.07 feet; thence run $N50^{\circ}51'04''E$ for a distance of 29.90 feet; thence run $N03^{\circ}00'48''W$ for a distance of 29.26 feet; thence run $S70^{\circ}18'01''W$ for a distance of 19.89 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of $N59^{\circ}30'33''W$; thence run Northwesterly along the arc of said curve through a central angle of $100^{\circ}22'54''$ for a distance of 43.80 feet to the point of tangency; thence run $N09^{\circ}19'06''W$ for a distance of 72.98 feet; thence run $N03^{\circ}34'31''W$ for a distance of 69.92 feet to the point of curvature of a curve concave Southwesterly having a radius of 32.50 feet and a chord bearing of $N45^{\circ}23'22''W$; thence run Northwesterly along the arc of said curve through a central angle of $83^{\circ}37'42''$ for a distance of 47.44 feet to the point of tangency; thence run $N87^{\circ}12'13''W$ for a distance of 104.43 feet; thence run $S82^{\circ}26'53''W$ for a distance of 50.94 feet; thence run $S69^{\circ}17'39''W$ for a distance of 47.98 feet; thence run $N81^{\circ}36'35''W$ for a distance of 45.08 feet; thence run $N69^{\circ}49'01''W$ for a distance of 71.44 feet; thence run $N72^{\circ}14'46''W$ for a distance of 29.39 feet to the Southeast corner of Conservation Easement Parcel 4 as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run $S89^{\circ}52'45''W$ along the South line of said Parcel 4 for a distance of 123.46 feet; thence run $N44^{\circ}38'33''W$ for a distance of 30.26 feet to the North line of the Northeast 1/4 of said Section 2 and the South line of DEER RUN SOUTH PUD PHASE I, according to the Plat thereof, as

recorded in Plat Book 22, Pages 134 through 140, of said Public Records; thence run $S89^{\circ}52'45''W$ along said North and South line for a distance of 717.50 feet to the North 1/4 corner of said Section 2, thence run $S89^{\circ}43'30''W$ along the North line of the Northwest 1/4 of said Section 2 and said South line for a distance of 438.82 feet to the POINT OF BEGINNING

Containing 17.879 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DESCRIPTION: PARCEL C

That part of Section 1, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Beginning at the Northeast corner of Tract "YY", STONEYBROOK UNIT IX according to the plat thereof as recorded in Plat Book 49, Pages 75 through 78, of Public Records of Orange County, Florida; thence run $N56^{\circ}37'13''E$ along the South right-of-way line of Stoneybrook Boulevard for a distance of 432.55 feet to the Westerly line of aforesaid STONEYBROOK UNIT IX; thence run the following eight (8) courses along said Westerly line: $S33^{\circ}22'47''E$ for a distance of 36.09 feet to the point of curvature of a curve concave Westerly having a radius of 75.00 feet; thence run Southerly along the arc of said curve through a central angle of $33^{\circ}58'08''$ for a distance of 44.47 feet to the point of tangency; thence run $S00^{\circ}35'22''W$ for a distance of 152.89 feet; thence run $S04^{\circ}34'39''W$ for a distance of 175.00 feet; thence run $S44^{\circ}36'54''W$ for a distance of 375.00 feet; thence run $N05^{\circ}49'54''W$ for a distance of 166.85 feet; thence run $N15^{\circ}47'34''W$ for a distance of 133.90 feet; thence run $N24^{\circ}34'28''W$ for a distance of 146.94 feet to the POINT OF BEGINNING.

Containing 3.342 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DESCRIPTION: PARCEL D

That part of Section 1, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Begin at the Northernmost corner of Lot 31, Block 12, STONEYBROOK UNIT VII, according to the plat thereof, as recorded in Plat Book 44, Pages 122 through 127, of the Public Records of Orange County, Florida; thence run the following five (5) courses along the boundary of said Block 12, STONEYBROOK UNIT VII: $S53^{\circ}43'30''E$ for a distance of 354.26 feet; thence run $S41^{\circ}42'12''E$ for a distance of 499.84 feet; thence run $S51^{\circ}29'18''E$ for a distance of 260.37 feet; thence run $S46^{\circ}11'03''W$ for a distance of 420.10 feet; thence run $N29^{\circ}16'14''W$ for a distance of 21.85 feet; thence run following eight (8) courses along the Easterly boundary of a Conservation Easement, as described in Official Records Book 6125, Page 4505, of said Public Records: $S08^{\circ}13'04''E$ for a distance of 36.77 feet; thence run $S22^{\circ}51'54''E$ for a distance of 12.88 feet; thence run $S70^{\circ}07'46''E$ for a distance of 7.83 feet; thence run $N09^{\circ}23'04''W$ for a distance of 28.00 feet; thence run $N71^{\circ}58'50''E$ for a distance of 65.43 feet; thence run $S65^{\circ}40'32''E$ for a

distance of 68.58 feet; thence run S33°43'54"W for a distance of 46.73 feet; thence run S43°17'43"E for a distance of 23.10 feet to the boundary of Block 18 of said STONEYBROOK UNIT VII; thence run following five (5) courses along said boundary of Block 18: N46°11'03"E for a distance of 400.23 feet; thence run S51°29'18"E for a distance of 129.31 feet; thence run S58°19'03"E for a distance of 232.34 feet; thence run S45°27'38"E for a distance of 116.57 feet; thence run N29°12'01"E for a distance of 231.99 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet and a chord bearing of N15°47'59"W; thence run Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence run the following six (6) courses along the Southerly right-of-way line of Stoneybrook Boulevard: N60°47'59"W for a distance of 25.25 feet; thence run S29°12'01"W for a distance of 20.00 feet; thence run N60°47'59"W for a distance of 205.12 feet to the point of curvature of a curve concave Northeasterly having a radius of 900.00 feet and a chord bearing of N43°02'33"W; thence run Northwesterly along the arc of said curve through a central angle of 35°30'53" for a distance of 557.86 feet to the point of tangency; thence run N25°17'06"W for a distance of 68.72 feet to the point of curvature of a curve concave Southwesterly having a radius of 950.00 feet and a chord bearing of N53°02'22"W; thence run Northwesterly along the arc of said curve through a central angle of 55°30'30" for a distance of 920.36 feet to a radial line; thence run the following three (3) courses along the boundary of Tract X, STONEYBROOK UNIT II, according to the plat thereof, as recorded in Plat Book 40, Pages 106 through 109, of said Public Records: S09°12'23"W for a distance of 20.00 feet; thence run N81°43'04"W for a distance of 30.00 feet; thence run N07°21'29"E along a radial line for a distance of 20.00 feet to the Southerly right-of-way line of Stoneybrook Boulevard and a point on a non-tangent curve concave Southerly having a radius of 950.00 feet and a chord bearing of N85°02'34"W; thence run Westerly along said Southerly right-of-way line and the arc of said curve through a central angle of 04°48'06" for a distance of 79.62 feet to the boundary of aforesaid STONEYBROOK UNIT VII and a non-tangent line; thence run S05°23'53"E along said boundary for a distance of 228.22 feet to the POINT OF BEGINNING.

Containing 12.236 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DESCRIPTION: PARCEL E

That part of Section 1, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Begin at the Northernmost corner of Lot 1, Block 18, STONEYBROOK UNIT VII, according to the plat thereof as recorded in Plat Book 44, Pages 122 through 127, of Public Records of Orange County, Florida; thence run the following two (2) courses along the Easterly boundary of said Block 18: S45°27'38"E for a distance of 116.55 feet; thence run S28°51'42"E for a distance of 284.74 feet to the Northerly line of Conservation Easement, Parcel 22, as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following twenty three (23) courses along the Northerly, Easterly, and Southerly lines of said Parcel 22: N53°45'20"E for a distance of 32.43 feet; thence run N54°12'31"E for a distance of 51.79 feet; thence run N60°24'40"E for a distance of 41.42 feet; thence run N69°38'16"E for a distance of 40.27 feet;

thence run S77°28'28"E for a distance of 47.07 feet; thence run S85°59'08"E for a distance of 27.78 feet; thence run S66°02'56"E for a distance of 42.12 feet; thence run S28°50'46"E for a distance of 33.90 feet; thence run S26°52'19"W for a distance of 6.29 feet; thence run N75°54'21"W for a distance of 12.80 feet; thence run S79°44'06"W for a distance of 28.34 feet; thence run S66°25'10"W for a distance of 28.59 feet; thence run S49°58'39"W for a distance of 61.61 feet; thence run S69°09'37"W for a distance of 53.30 feet; thence run S45°46'01"W for a distance of 52.23 feet; thence run S09°28'48"W for a distance of 31.50 feet; thence run S43°16'32"E for a distance of 29.64 feet; thence run N86°47'10"E for a distance of 48.45 feet; thence run N73°51'32"E for a distance of 32.74 feet; thence run S86°27'36"E for a distance of 24.95 feet; thence run S35°50'04"W for a distance of 40.32 feet; thence run S33°06'07"W for a distance of 30.10 feet; thence run S69°44'58"W for a distance of 31.60 feet to the aforesaid Easterly boundary of Block 18; thence run the following five (5) courses along said Easterly boundary: S18°50'39"E, 175.00 feet; thence run S01°06'23"W for a distance of 300.00 feet; thence run S08°55'06"W for a distance of 300.00 feet; thence run S18°09'55"W for a distance of 200.00 feet; thence run S31°27'47"W for a distance of 125.00 feet to the Easterly line of Conservation Easement Parcel 20, as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following thirteen (13) courses along said Easterly line: S39°07'50"E for a distance of 34.58 feet; thence run S30°55'25"E for a distance of 25.51 feet; thence run S09°51'44"E for a distance of 25.48 feet; thence run S17°47'27"E for a distance of 43.90 feet; thence run S03°51'40"E for a distance of 26.70 feet; thence run S52°59'45"W for a distance of 16.64 feet; thence run S33°25'29"E for a distance of 36.98 feet; thence run S18°09'21"E for a distance of 25.66 feet; thence run S46°46'38"E for a distance of 18.76 feet; thence run S05°19'18"E for a distance of 24.13 feet; thence run S12°21'48"W for a distance of 40.06 feet; thence run S36°24'07"E for a distance of 24.46 feet; thence run S05°18'16"W for a distance of 15.53 feet; thence run S18°02'09"W for a distance of 1.08 feet to the North line of Tract III, STONEYBROOK UNIT XI, according to the plat thereof, as recorded in Plat Book 55, Pages 85 through 87, of said Public Records; thence run S41°37'46"E along said North line for a distance of 62.48 feet to the Westerly right-of-way line of Stoneybrook Boulevard; thence run the following seven (7) courses along said Westerly right-of-way line: N48°22'14"E for a distance of 21.23 feet to the point of curvature of a curve concave Northwesterly having a radius of 1145.00 feet and a chord bearing of N33°00'38"E; thence run Northeasterly along the arc of said curve through a central angle of 30°43'11" for a distance of 613.91 feet to the point of tangency; thence run N17°39'02"E for a distance of 17.39 feet to the point of curvature of a curve concave Westerly having a radius of 1470.00 feet and a chord bearing of N01°13'32"E; thence run Northerly along the arc of said curve through a central angle of 32°51'00" for a distance of 842.81 feet to the point of tangency; thence run N15°11'58"W for a distance of 386.72 feet to the point of curvature of a curve concave Southwesterly having a radius of 520.00 feet and a chord bearing of N37°59'58"W; thence run Northwesterly along the arc of said curve through a central angle of 45°36'01" for a distance of 413.86 feet to the point of tangency; thence run N60°47'59"W for a distance of 242.26 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet and a chord bearing of S74°12'01"W; thence run Westerly along the Southerly right-of-way line of Ridgemoor Drive and the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence run S29°12'01"W along said Southerly right-of-way line for a distance of 245.70 feet to the POINT OF BEGINNING.

LESS AND EXCEPT

That part of Section 1, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 1; thence run S00°10'03"W along the West line of said Section 1 for a distance of 3011.74 feet; thence run S89°49'57"E for a distance of 4275.62 feet to the POINT OF BEGINNING; thence run N21°36'02"E for a distance of 43.03 feet; thence run N30°57'00"W for a distance of 9.05 feet; thence run N25°45'53"E for a distance of 61.39 feet; thence run N79°34'46"E for a distance of 19.59 feet; thence run S64°46'09"E for a distance of 35.26 feet; thence run S63°04'27"E for a distance of 17.79 feet; thence run S49°32'14"E for a distance of 16.35 feet; thence run N38°31'54"E for a distance of 30.65 feet; thence run S26°48'28"E for a distance of 58.66 feet; thence run S15°51'10"E for a distance of 24.49 feet; thence run S02°25'43"E for a distance of 22.01 feet; thence run S12°44'07"W for a distance of 38.27 feet; thence run S61°59'39"W for a distance of 13.26 feet; thence run S81°49'50"W for a distance of 39.52 feet; thence run S55°21'57"W for a distance of 42.31 feet; thence run N72°47'34"W for a distance of 34.55 feet; thence run N60°25'12"W for a distance of 21.08 feet; thence run N30°37'12"W for a distance of 33.16 feet; thence run N18°07'24"W for a distance of 26.40 feet to the POINT OF BEGINNING.

Containing 16.828 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DESCRIPTION: PARCEL F

That part of Section 2, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the intersection of the East line of Lot 1 Block 5, STONEYBROOK UNIT 1, according to the plat thereof, as recorded in Plat Book 37, Pages 140 through 146, of the Public Records of Orange County, Florida, and the South right-of-way line of Stoneybrook Boulevard, as depicted in said Plat; thence run the following eleven (11) courses along the Easterly boundary line of said Block 5: S36°31'06"E for a distance of 64.35 feet; thence run S52°05'05"E for a distance of 214.69 feet; thence run S29°03'42"E for a distance of 174.06 feet; thence run S09°06'39"E for a distance of 374.57 feet; thence run S11°32'13"E for a distance of 450.00 feet; thence run S12°45'44"E for a distance of 155.04 feet; thence run S04°12'44"E for a distance of 92.85 feet; thence run S04°12'44"E for a distance of 550.59 feet; thence run S00°52'13"W for a distance of 225.81 feet; thence run S00°33'05"W for a distance of 418.21 feet; thence run S06°16'11"E for a distance of 318.06 feet to the North line of lands described in Official Records Book 5688, Page 2449, of said Public Records and a point on a non-tangent curve concave Southerly having a radius of 275.00 feet and a chord bearing of S87°22'32"E; thence run Easterly along said North line and the arc of said curve through a central angle of 26°36'35" for a distance of 127.72 feet to the point of reverse curvature of a curve concave Northerly having a radius of 75.00 feet and a chord bearing of N89°55'28"E; thence run Easterly along said North line and the arc of said curve through a central angle of 32°00'36" for a distance of 41.90 feet to the point of tangency; thence run N73°55'10"E

along said North line for a distance of 110.28 feet to the point of curvature of a curve concave Southerly having a radius of 225.00 feet and a chord bearing of N76°56'58"E; thence run Easterly along said North line and the arc of said curve through a central angle of 06°03'37" for a distance of 23.80 feet to the Easterly line of Conservation Easement Parcel 12, as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following fifty five (55) courses along said Easterly line: N03°47'26"E for a distance of 9.01 feet to a point on a non-tangent curve concave Southerly having a radius of 285.00 feet and a chord bearing of S78°06'03"W; thence run Westerly along the arc of said curve through a central angle of 01°41'58" for a distance of 8.45 feet to the point of tangency; thence run S77°15'04"W for a distance of 41.57 feet; thence run N09°15'02"E for a distance of 99.21 feet; thence run N00°20'01"W for a distance of 38.65 feet; thence run N13°00'26"E for a distance of 66.06 feet; thence run N11°58'35"E for a distance of 49.24 feet; thence run N00°06'38"W for a distance of 80.65 feet; thence run N07°38'05"W for a distance of 41.01 feet; thence run N21°48'28"W for a distance of 85.55 feet; thence run N03°14'31"E for a distance of 66.74 feet; thence run N01°00'37"E for a distance of 46.54 feet; thence run N03°54'17"E for a distance of 44.46 feet; thence run N03°31'59"E for a distance of 36.38 feet; thence run N08°53'41"W for a distance of 52.88 feet; thence run N08°07'53"E for a distance of 80.77 feet; thence run N04°45'07"W for a distance of 77.62 feet; thence run N02°17'58"W for a distance of 46.14 feet; thence run N19°35'13"W for a distance of 43.79 feet; thence run N05°38'03"W for a distance of 51.65 feet; thence run N07°23'11"E for a distance of 18.15 feet; thence run N23°10'01"W for a distance of 39.40 feet; thence run N05°54'01"E for a distance of 49.51 feet; thence run N06°27'15"W for a distance of 49.71 feet; thence run N15°08'37"W for a distance of 61.68 feet; thence run N05°03'57"E for a distance of 53.82 feet; thence run N03°08'27"W for a distance of 57.00 feet; thence run N09°28'06"W for a distance of 44.95 feet; thence run N00°26'02"E for a distance of 95.55 feet; thence run N00°13'58"E for a distance of 71.14 feet; thence run N24°30'24"W for a distance of 50.42 feet; thence run N19°19'41"W for a distance of 43.76 feet; thence run N14°06'44"W for a distance of 189.07 feet; thence run N28°59'47"W for a distance of 29.54 feet; thence run N32°09'19"E for a distance of 20.62 feet; thence run N02°11'05"E for a distance of 33.89 feet; thence run N33°50'42"W for a distance of 24.85 feet; thence run N06°06'20"E for a distance of 62.06 feet; thence run N19°32'57"E for a distance of 5.67 feet; thence run N15°21'10"W for a distance of 50.11 feet; thence run N09°59'35"E for a distance of 40.09 feet; thence run N29°46'22"W for a distance of 45.82 feet; thence run N21°59'01"E for a distance of 59.97 feet; thence run N04°51'29"W for a distance of 139.45 feet; thence run N58°59'46"W for a distance of 27.89 feet; thence run N00°03'11"W for a distance of 99.35 feet; thence run N13°34'49"W for a distance of 64.43 feet; thence run N23°34'40"W for a distance of 59.47 feet; thence run N07°28'38"W for a distance of 74.52 feet; thence run N04°07'15"E for a distance of 60.15 feet; thence run N27°10'54"W for a distance of 42.62 feet; thence run N21°31'00"W for a distance of 92.39 feet; thence run N15°11'15"W for a distance of 60.40 feet; thence run N07°03'37"W for a distance of 77.10 feet; thence run N17°11'42"E for a distance of 34.74 feet to the aforesaid South right-of-way line of Stoneybrook Boulevard and a point on a non-tangent curve Southerly having a radius of 880.00 feet and a chord bearing of S82°18'49"W; thence Westerly along said South right-of-way line and the arc of said curve through a central angle of 33°56'08" for a distance of 521.21 feet to the POINT OF BEGINNING.

Containing 20.081 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DESCRIPTION: PARCEL G

That part of Sections 1 and 2, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northernmost corner of Lot 29, Block 20, STONEYBROOK UNIT XI, according to the plat thereof, as recorded in Plat Book 55, Pages 85 through 87, of the Public Records of Orange County, Florida, thence run $S70^{\circ}47'38''W$ along the Westerly line of said Block 20 for a distance of 154.43 feet to the Northerly line of Conservation Easement Parcel 16, as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following twenty eight (28) courses along the Northerly, Westerly, and Southerly lines of said Parcel 16: $S77^{\circ}24'57''W$ for a distance of 22.50 feet; thence run $N63^{\circ}17'19''W$ for a distance of 47.64 feet; thence run $N62^{\circ}41'49''W$ for a distance of 63.45 feet; thence run $N66^{\circ}57'55''W$ for a distance of 46.17 feet; thence run $N51^{\circ}50'11''W$ for a distance of 39.62 feet; thence run $N23^{\circ}14'22''W$ for a distance of 30.28 feet; thence run $N07^{\circ}06'38''W$ for a distance of 69.84 feet; thence run $S59^{\circ}22'18''W$ for a distance of 66.34 feet; thence run $S68^{\circ}41'38''W$ for a distance of 41.39 feet; thence run $S03^{\circ}36'30''W$ for a distance of 33.91 feet; thence run $S18^{\circ}33'30''W$ for a distance of 55.32 feet; thence run $S61^{\circ}03'52''W$ for a distance of 43.65 feet; thence run $S39^{\circ}48'45''W$ for a distance of 49.75 feet; thence run $S40^{\circ}44'45''W$ for a distance of 66.36 feet; thence run $S41^{\circ}56'27''W$ for a distance of 24.88 feet; thence run $S66^{\circ}50'08''W$ for a distance of 36.92 feet; thence run $S56^{\circ}50'38''W$ for a distance of 60.72 feet; thence run $N88^{\circ}01'46''W$ for a distance of 34.31 feet; thence run $S38^{\circ}11'07''W$ for a distance of 35.92 feet; thence run $S58^{\circ}53'59''W$ for a distance of 32.34 feet to the point of curvature of a curve concave Easterly having a radius of 122.00 feet and a chord bearing of $S13^{\circ}33'51''E$; thence Southerly along the arc of said curve through a central angle of $144^{\circ}55'41''$ for a distance of 308.60 feet to the point of tangency; thence run $S86^{\circ}01'42''E$ for a distance of 72.36 feet; thence run $N88^{\circ}30'28''E$ for a distance of 62.05 feet; thence run $S57^{\circ}46'00''E$ for a distance of 53.24 feet; thence run $S87^{\circ}00'50''E$ for a distance of 54.27 feet; thence run $N76^{\circ}45'31''E$ for a distance of 37.16 feet; thence run $S79^{\circ}53'07''E$ for a distance of 48.22 feet; thence run $S72^{\circ}03'42''E$ for a distance of 71.48 feet to the Northwest corner of Lot 19, of said Block 20, STONEYBROOK UNIT XI; thence run the following nine (9) courses along the Westerly, and Southerly lines of said Plat; $S05^{\circ}02'19''W$ for a distance of 136.00 feet; thence run $S72^{\circ}26'41''E$ for a distance of 114.27 feet; thence run $S83^{\circ}27'33''E$ for a distance of 313.20 feet; thence run $S73^{\circ}35'33''E$ for a distance of 354.54 feet; thence run $S66^{\circ}37'02''E$ for a distance of 26.50 feet; thence run $S51^{\circ}28'01''E$ for a distance of 120.15 feet; thence run $S42^{\circ}08'22''E$ for a distance of 64.66 feet to a point on a non-tangent curve concave Southeasterly having a radius of 630.00 feet and a chord bearing of $S38^{\circ}33'34''W$; thence run Southwesterly along the arc of said curve through a central angle of $19^{\circ}37'19''$ for a distance of 215.76 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 35.00 feet and a chord bearing of $S71^{\circ}16'11''W$; thence run Southwesterly along the arc of said curve through a central angle of $85^{\circ}02'33''$ for a distance of 51.95 feet to the Northerly right-of-way line of Alafaya Trail, as described in Official Records Book 3411, Page 1192, of said Public Records and the point of reverse curvature of a curve concave Southerly having a radius of 1860.00 feet and a chord bearing of $N78^{\circ}08'40''W$; thence run Westerly along said Northerly right-of-way line and the arc of said curve through a central angle of $23^{\circ}52'15''$ for a distance of 774.92 feet to the point of tangency; thence run $S89^{\circ}55'13''W$ along said Northerly right-of-way line for a distance of 967.64

feet to the Northerly line of Conservation Easement Parcel 15, as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following thirteen (13) courses along said Northerly line of said Parcel 15: N53°47'30"W for a distance of 92.61 feet; thence run N37°21'01"W for a distance of 38.18 feet; thence run N58°02'55"W for a distance of 183.20 feet; thence run N37°22'26"W for a distance of 76.50 feet; thence run S03°49'38"E for a distance of 62.32 feet; thence run S05°41'54"E for a distance of 22.57 feet; thence run S13°28'15"W for a distance of 41.99 feet; thence run S02°18'34"W for a distance of 17.62 feet; thence run S70°19'40"W for a distance of 7.23 feet; thence run S83°24'19"W for a distance of 44.86 feet; thence run S43°54'11"W for a distance of 29.29 feet; thence run S48°23'31"W for a distance of 25.89 feet; thence run S24°00'00"W for a distance of 59.57 feet to the aforesaid Northerly Right-of-way line of Alafaya Trail; thence S89°55'13"W along said Northerly right-of-way line for a distance of 479.60 feet to the Easterly line of Conservation Easement Parcel 14 as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following twenty one (21) courses along the Easterly, Northerly, and Westerly lines of said Parcel 14: thence run N87°02'12"E for a distance of 19.89 feet; thence run N61°02'20"E for a distance of 53.34 feet; thence run N86°38'11"E for a distance of 32.42 feet; thence run N36°06'12"E for a distance of 32.01 feet; thence run N59°14'12"E for a distance of 13.57 feet; thence run N67°03'50"E for a distance of 40.09 feet; thence run S89°10'52"W for a distance of 25.70 feet; thence run N18°23'04"W for a distance of 5.51 feet; thence run N44°18'09"W for a distance of 13.55 feet; thence run N67°19'07"W for a distance of 14.40 feet; thence run N58°04'44"W for a distance of 58.31 feet; thence run N72°47'36"W for a distance of 60.80 feet; thence run S80°27'27"W for a distance of 51.66 feet; thence run S61°27'09"W for a distance of 45.43 feet; thence run S40°11'17"W for a distance of 24.96 feet; thence run S35°08'09"W for a distance of 27.47 feet; thence run S18°46'11"E for a distance of 13.81 feet; thence run S72°37'03"E for a distance of 32.47 feet; thence run S45°00'35"E for a distance of 50.55 feet; thence run S81°38'54"E for a distance of 26.15 feet; thence run S22°05'51"E for a distance of 12.96 feet to said Northerly Right-of-way line of Alafaya Trail; thence run S89°55'13"W along said Northerly Right-of-way line for a distance of 232.58 feet; thence run S89°53'05"W along said Northerly right-of-way line for a distance of 603.57 feet to the Easterly right-of-way line of Northampton Avenue and the point of curvature of a curve concave Northeasterly having a radius of 35.00 feet; thence run the following eight (8) courses along said Easterly right-of-way line: Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 54.98 feet to the point of tangency; thence run N00°06'55"W for a distance of 134.95 feet to the point of curvature of a curve concave Easterly having a radius of 345.00 feet and a chord bearing of N21°53'08"E; thence run Northerly along the arc of said curve through a central angle of 44°00'05" for a distance of 264.95 feet to the point of reverse curvature of a curve concave Westerly having a radius of 205.00 feet and a chord bearing of N08°25'22"E; thence run Northerly along the arc of said curve through a central angle of 70°55'35" for a distance of 253.77 feet to the point of tangency; thence run N27°02'25"W for a distance of 93.41 feet to the point of curvature of a curve concave Southwesterly having a radius of 1075.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 07°16'35" for a distance of 136.52 feet to the point of tangency; thence run N34°19'01"W for a distance of 117.46 feet to the point of curvature of a curve concave Northeasterly having a radius of 800.00 feet and a chord bearing of N28°54'30"W; thence run Northwesterly along the arc of said curve through a central angle of 10°49'00" for a distance of 151.03 feet to the South line of lands described in Official Records Book 5688, Page 2449, of said Public Records and the point of compound curvature of a curve concave Southeasterly having a radius of 35.00 feet and a chord

bearing of N25°18'19"E; thence run the following six (6) courses along said South line: Northeasterly along the arc of said curve through a central angle of 97°36'39" for a distance of 59.63 feet to the point of tangency; thence run N74°06'39"E for a distance of 72.68 feet to the point of curvature of a curve concave Southerly having a radius of 225.00 feet and a chord bearing of S89°58'48"E; thence run Easterly along the arc of said curve through a central angle of 31°49'07" for a distance of 124.95 feet to the point of reverse curvature of a curve concave Northerly having a radius of 125.00 feet and a chord bearing of N89°55'28"E; thence run Easterly along the arc of said curve through a central angle of 32°00'36" for a distance of 69.83 feet to the point of tangency; thence run N73°55'10"E for a distance of 110.28 feet to the point of curvature of a curve concave Southerly having a radius of 175.00 feet and a chord bearing of N74°55'02"E; thence run Easterly along the arc of said curve through a central angle of 01°59'44" for a distance of 6.10 feet to a non-tangent line; thence run S03°47'26"W for a distance of 11.94 feet to the Northerly line of Conservation Easement Parcel 13 as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following seventy seven (77) courses along the boundary of said Parcel 13: S77°15'04"W for a distance of 57.72 feet; thence run S14°10'27"W for a distance of 43.36 feet; thence run S41°09'35"W for a distance of 44.04 feet; thence run S29°50'30"E for a distance of 47.79 feet; thence run S13°46'16"E for a distance of 58.40 feet; thence run S42°59'54"E for a distance of 22.51 feet; thence run S35°21'41"E for a distance of 40.77 feet; thence run S16°14'01"E for a distance of 51.98 feet; thence run S11°02'33"E for a distance of 66.60 feet; thence run S33°25'26"E for a distance of 77.29 feet; thence run S44°57'09"E for a distance of 28.46 feet; thence run S13°10'11"E for a distance of 36.20 feet; thence run S02°04'49"E for a distance of 63.91 feet; thence run S16°05'19"E for a distance of 49.70 feet; thence run S03°45'58"E for a distance of 52.29 feet; thence run S87°25'53"E for a distance of 35.10 feet; thence run S81°32'27"E for a distance of 38.56 feet; thence run N59°46'34"E for a distance of 156.58 feet; thence run N86°56'29"E for a distance of 366.24 feet; thence run S54°13'40"E for a distance of 42.56 feet; thence run S46°48'02"E for a distance of 46.93 feet; thence run S63°18'51"E for a distance of 27.13 feet; thence run S43°14'43"E for a distance of 50.60 feet; thence run S67°14'19"E for a distance of 57.41 feet; thence run N82°40'11"E for a distance of 85.18 feet; thence run N77°17'12"E for a distance of 63.26 feet; thence run S67°48'39"E for a distance of 77.06 feet; thence run N57°35'38"E for a distance of 7.78 feet; thence run S32°30'39"E for a distance of 12.63 feet; thence run S60°34'37"E for a distance of 39.07 feet; thence run S49°00'00"E for a distance of 62.53 feet; thence run N87°08'24"E for a distance of 12.61 feet; thence run S26°01'01"E for a distance of 45.62 feet; thence run S03°49'38"E for a distance of 106.62 feet; thence run S37°22'26"E for a distance of 96.38 feet; thence run S58°02'55"E for a distance of 183.20 feet; thence run S37°21'01"E for a distance of 38.75 feet; thence run S53°47'30"E for a distance of 85.52 feet; thence run N89°55'13"E for a distance of 55.05 feet; thence run N39°27'20"E for a distance of 146.13 feet; thence run N26°32'53"E for a distance of 27.92 feet; thence run N14°25'29"W for a distance of 17.87 feet; thence run N26°03'07"E for a distance of 30.70 feet; thence run N30°55'05"W for a distance of 76.46 feet; thence run N31°41'20"W for a distance of 27.41 feet; thence run N17°45'28"W for a distance of 24.96 feet; thence run N41°27'34"E for a distance of 69.21 feet; thence run N60°35'44"W for a distance of 74.65 feet; thence run N76°10'15"W for a distance of 14.61 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet and a chord bearing of N13°12'28"W; thence run Northerly along the arc of said curve through a central angle of 125°55'33" for a distance of 329.67 feet to the point of tangency; thence run N49°45'18"E for a distance of 63.64 feet; thence run S42°38'00"E for a distance of 19.68 feet; thence run S55°41'04"E

for a distance of 37.24 feet; thence run N83°10'56"E for a distance of 28.18 feet; thence run N44°08'49"E for a distance of 50.39 feet; thence run N54°45'03"E for a distance of 57.69 feet; thence run N60°55'20"E for a distance of 51.78 feet; thence run N02°48'54"E for a distance of 57.07 feet; thence run N47°00'10"W for a distance of 76.34 feet; thence run N81°41'09"W for a distance of 62.50 feet; thence run N89°31'13"W for a distance of 39.01 feet; thence run N20°57'17"E for a distance of 77.64 feet to the point of curvature of a curve concave Southeasterly having a radius of 75.00 feet and a chord bearing of N45°19'55"E; thence run Northeasterly along the arc of said curve through a central angle of 48°45'16" for a distance of 63.82 feet to the point of tangency; thence run N69°42'33"E for a distance of 249.14 feet; thence run N67°35'07"E for a distance of 94.49 feet; thence run N51°54'41"E for a distance of 126.72 feet; thence run N65°49'49"E for a distance of 78.54 feet; thence run N57°52'02"E for a distance of 92.54 feet; thence run N77°27'34"E for a distance of 108.87 feet; thence run N37°37'16"W for a distance of 21.02 feet; thence run N51°01'28"W for a distance of 44.86 feet; thence run N62°05'43"W for a distance of 156.66 feet; thence run N45°14'17"W for a distance of 69.20 feet; thence run N16°11'44"W for a distance of 48.19 feet; thence run N27°58'05"W for a distance of 73.08 feet; thence run S49°51'23"W for a distance of 84.69 feet; thence run S65°02'53"W for a distance of 194.51 feet to the Easterly line of the aforesaid lands described in Official Records Book 5688, Page 2449, of said Public Records; thence run the following sixteen (16) courses along said Easterly line: N23°02'18"W a distance of 289.52 feet; thence run N34°42'04"W for a distance of 315.17 feet; thence run S58°28'43"W for a distance of 17.06 feet; thence run N31°21'46"W for a distance of 293.08 feet to the Southernmost corner of Conservation Easement as described in Official Records Book 5513, Page 2448, of said Public Records; thence run the following twelve (12) courses along the boundary of said Conservation Easement: N31°21'46"W for a distance of 62.64 feet; thence run N86°50'07"W for a distance of 23.64 feet; thence run S27°09'29"E for a distance of 33.42 feet; thence run S89°10'56"W for a distance of 107.39 feet; thence run S44°07'56"W for a distance of 14.46 feet; thence run N20°02'31"W for a distance of 88.05 feet; thence run N55°01'21"E for a distance of 19.84 feet; thence run S76°52'49"E for a distance of 22.63 feet; thence run N04°47'48"E for a distance of 37.41 feet; thence run N04°35'53"E for a distance of 37.16 feet; thence run S71°56'36"E for a distance of 39.62 feet; thence run N75°32'21"E for a distance of 8.46 feet; thence run N17°08'34"W for a distance of 391.24 feet to the Westerly line of Conservation Easement Parcel 17 as recorded in Official Records Book 5226, Page 2076, of said Public Records; thence run the following thirty eight (38) courses along said Westerly line: N39°40'41"E for a distance of 49.50 feet; thence run N19°41'12"W for a distance of 92.50 feet; thence run N27°02'10"W for a distance of 51.02 feet; thence run N33°29'44"E for a distance of 173.87 feet; thence run S44°01'57"E for a distance of 305.12 feet to the point of curvature of a curve concave Westerly having a radius of 100.00 feet and a chord bearing of S19°36'24"E; thence run Southerly along the arc of said curve through a central angle of 48°51'06" for a distance of 85.26 feet to the point of tangency; thence run S04°49'09"W for a distance of 127.89 feet to the point of curvature of a curve concave Easterly having a radius of 100.00 feet and a chord bearing of S09°56'26"E; thence run Southerly along the arc of said curve through a central angle of 29°31'08" for a distance of 51.52 feet to the point of tangency; thence run S24°42'00"E for a distance of 171.25 feet; thence run S61°51'28"E for a distance of 51.04 feet; thence run S15°51'57"E for a distance of 29.54 feet; thence run S02°50'32"E for a distance of 25.00 feet; thence run N87°09'28"E for a distance of 21.62 feet; thence run S29°19'08"E for a distance of 133.71 feet; thence run S72°17'21"E for a distance of 79.06 feet; thence run S44°43'21"E for a distance of 189.81 feet; thence run S23°07'41"E for a distance of 62.32 feet;

**Orange County Utilities Letter
dated 02.20.23**



February 20, 2023

Ms. Angela Emerson
14729 Baltusrol Drive
Orlando, FL 32828
Email | emersongroup@gmail.com

SENT VIA EMAIL ONLY

Dear Ms. Emerson:

Thank you for taking the time to share your public comments with me at the BCC meeting on February 7, 2023, and with your subsequent emails dated February 8, 2023, to Orange County Utilities and the Florida Department of Environmental Protection (FDEP).

Below are the answers to the questions you raised during our discussion and in the follow-up emails.

Eastwood Development Stormwater and Flooding

It is vital to recognize that Hurricane Ian was a major storm event that affected the whole of Orange County. Due to the historic rainfall amounts from Hurricane Ian, many areas of Orange County experienced flooding. Based on measured rainfall within Orange County, Hurricane Ian can be classified to be between a 200-year and 500-year storm event.

Nearby rain gauges recorded rainfall as high as 14.57 inches within a 24-hour period exceeding the 100-year design storm of 10.6 inches in a 24-hour period. Similar findings are being provisionally reported at nearby U.S. Geological Survey (USGS) river gauges, including locations on the Little and Big Econ Rivers and the St. Johns River.

That quantity of rainfall is significantly greater than the amounts used to design stormwater management infrastructure. For example, roadways in Orange County are required to be designed to between a 10-year or 25-year storm events, retention ponds utilize a 25-year storm event and a 50-year storm event for bridges. Homes are required to be designed to a 100-year storm event (finished floors are set 1 ft. above 100-year elevations). Our experience has been that the design criteria described above, along with regular scheduled maintenance activities, typically provides adequate stormwater treatment across the county for existing and new development.

Eastern Water Reclamation Facility (EWRF)

• **Stormwater Management**

The EWRF was originally built in the early to mid-1980s to replace multiple existing aging plants and provide wastewater treatment to residents and businesses in unincorporated eastern Orange County (OC). The facility's wastewater treatment capacity has been expanded through the years to meet growth, but it is important to note that modifications or increases to treatment capacity do not necessarily trigger a change in stormwater permits if the changes don't affect the stormwater runoff.

The facility's stormwater system has been designed and permitted to the necessary volumes and quality standards to meet regulations. There have been several previous stormwater related permits for the site, beginning with the first stormwater permit issued in 1985. The most recent Environmental Resource Permit (ERP) was issued for Phase V improvements. Currently the site utilizes a stormwater pond that was built with berms twelve inches higher than the highest storm event used in the design criteria.

Listed below are the stormwater related permits for the EWRf over the years:

- ERP Permit number 0254537-001-SI, 2006. Authorized the construction of a Stormwater Management System (SWMS) to serve the expansion of the OCUd Eastern Wastewater Reclamation Facility.
- ERP Permit number 0254537-002-SI, 2007. Authorized the modification for the relocation of a 30-inch reclaim water line.
- ERP Permit number 0254537-003-EM, 2007. Authorized the modification for the construction of additional impervious surface and open tankage.
- ERP Permit number 0254537-004-EM, 2008. Authorized the modification for construction of a temporary gravel equipment storage area, a light duty gravel parking area, and additional pavement necessary for access and fire suppression.
- ERP Permit number 0254537-005-EM, 2011. Authorized the modification of the expiration date of Permits 0254537-001-SI, 0254537-002-EM, 0254537-003-EM, and 0254537-004-EM.
- ERP Permit number 0254537-006-EM, 2011. Authorized the modification of the expiration date of Permits 0254537-001-SI, 0254537-002-EM, 0254537-003-EM, 0254537-004-EM, and 0254537-005-EM.
- ERP Permit number 0254537-007-EI, 2015. Authorized the construction of the Phase V Expansion, the Centrifuge Dewatering Improvements, the Sodium Hypochlorite Storage and Metering Improvements, and the North Electrical Storage Building Improvements at the OCUd Eastern Wastewater Reclamation Facility.
- ERP Permit number 0254537-008-EI, currently under review. Authorizes the construction of the Access Road Improvements.

Future expansions will continue to address the need for additional stormwater facilities and will be incorporated in the expansions as needed.

- **Wastewater Capacity and Discharge Permits**

The EWRf is currently rated at 24 Million Gallons Per Day (MGD) of advanced wastewater treatment capacity. Recent flows have averaged approximately 19 MGD. Highly treated reclaimed water produced in this facility meeting quality regulatory standards is beneficially used for irrigation and industrial uses. The wetlands system in the facility is used to manage the variability of reclaimed water flows and its uses and is permitted for 10 MGD of flow on an annual average basis. Evaporation and plants in the wetlands reduce the volume of water that ends up meandering into a tributary of the Big Econlockhatchee River, downstream of the Eastwood subdivision.

- **Stoneybrook East Reclaimed Water Use**

The County's continued expansion of the reclaimed water distribution system to beneficially use reclaimed water throughout its service area more than offsets the lack of use by the golf course.

- **Biosolids Odor**

Orange County Utilities has taken several steps to reduce odors associated with the biosolids, including relocating the biosolids hauling trucks further away from neighborhoods, installing an odor demisting system, and requiring hauling contractors to stay on site for no more than 4 hours.

Eastern Operations Center Stormwater System

The Eastern Operation Center stormwater system is designed to meet the State of Florida regulations under the Environmental Resources Permit, pursuant to Part IV of Chapter 373, Florida Statutes and Chapter 62-330, Florida Administrative Code. The stormwater system was designed to meet the pre-development discharge from the site after development for the Mean Annual, 10 years/24 hours, 25 years/24 hours and 100 years/24 hours storms events. Each stormwater pond was designed with a berm 12-inches higher than the design criteria. FDEP issued permit No. 254537-009 for this stormwater system.

The proposed Eastern Water Reclamation Facility Access Road Project consists of an improved access road complete with stormwater improvements including conveyance pipes, drainage swales, drainage structures, and a wet detention pond. Stormwater runoff from the proposed access road will be routed through the proposed stormwater detention pond and discharged through a control structure to the wetlands, which is consistent with the existing discharge conditions. More specifically, the stormwater pond design meets the pre vs. post discharge conditions requirements for the mean annual / 24-hour and 25-year / 24-hour storm event. The corresponding rainfall amounts for each of the design storm events are 4.5 inches and 8.6 inches, respectively. The project stormwater design complies with water quality and quantity design standards, as stated in the Environmental Resource Permit (FDEP Permit No. 025437-008-EI).

The Eastern Operations Center wetland system flows northwards towards the Little Econlockhatchee River, bypassing the Eastwood subdivision. As noted earlier, Hurricane Ian was an extreme event, with extraordinary rainfall amounts recorded in parts of Orange County as high as 20.46". The St. Johns River Water Management District reported record high water levels and flows during Hurricane Ian, with the Econlockhatchee River having flows of 15,000 cubic feet per second (cfs) (the mean flow is 351 cfs) as field measured by the USGS. Stormwater infrastructure is not designed for extraordinary events like Hurricane Ian.

Water Postcard Notice

Customer notifications, such as a postcard, are sent any time we experience an event in our water system as required by the FDEP under Florida Administrative Code 62-560.410. In this case the notification was related to a lab processing issue for a batch of samples where the incubation period was less than the required 18 hours (incubated 16.6 hours). This invalidated about 10% of 272 samples, which were analyzed again and demonstrate that the water quality is safe. No boil water notice or alternative water source was required for our customers.

Orange County shares your passion for the health of our critical natural systems, and we take our role as stewards of the environment seriously. We hope this response addresses your public comments and questions.

Sincerely,

Tim Armstrong

Tim Armstrong
Assistant Director, Orange County Utilities

**OCPS Capacity Determination dated
06.08.23**



6501 Magic Way · Building 200 · Orlando, Florida 32809 · (407) 317-3700 · www.ocps.net

June 8, 2023

Hal Kantor
Lowndes Law
215 North Eola Drive
Orlando, FL 32801

Re: Extension of Formal School Capacity Determination Capacity Letter for SBEGC, LLC, Pursuant to Declaration of State of Emergency for Stoneybrook Enclave, OC-22-096

Dear Hal,

The School Board of Orange County, Florida (“School Board”) is in receipt of the correspondence dated May 19, 2023, in regard to the above-referenced matter delivered in accordance with Section 252.363, *Florida Statutes*. After review of your correspondence and the attached executive orders, we hereby acknowledge the extension of the Formal School Capacity Determination Capacity Letter, #OC-22-096, for the project known as Stoneybrook Enclave, in Orange County, in accordance with the following schedule:

Executive Orders	Incident	Date Issued	Expiration Date	Combined Extension Period	Previous Expiration Date	New Expiration Date
22-218, 22-219, 22-253, 22-268, 23-02, 23-21, 23-48, 23-60	Hurricanes Ian and Nicole	9/23/2022	5/16/2023	12 months + 420 days	June 4, 2023	July 29, 2025

Thank you for your attention in this matter. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Christopher C. Mills
Digitally signed by Christopher C. Mills
Date: 2023.06.08 12:23:27 -04'00'
Christopher C. Mills, AICP
Senior Administrator – Facilities Planning

xc: Christopher DeManche, Orange County
Sue Watson, Orange County
Thomas Moore, OCPS


**Staff Report File 23-820 Amendment 2023-A-4-2
Ordinance CDR-23-01-023 dated 06.20.23**



Interoffice Memorandum

DATE: June 8, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners (BCC)

FROM: Alberto A. Vargas, MArch., Manager, Planning Division 

THROUGH: Tim Boldig, Interim Director
Planning, Environmental, and Development Services Department

SUBJECT: 2023-1 Regular Cycle Comprehensive Plan
Amendment 2023-1-A-4-2 (Stoneybrook Enclave) and Concurrent
Substantial Change Request# CDR-23-01-023 (Stoneybrook PD/LUP)
Board of County Commissioners (BCC) Adoption Public Hearings

2023-1 Regular Cycle Comprehensive Plan Amendment 2023-1-A-4-2 and Concurrent Substantial Change Request CDR-23-01-023 are scheduled for a BCC adoption public hearing on June 20, 2023. The amendment was heard by the Planning and Zoning Commission (PZC)/Local Planning Agency (LPA) at an adoption public hearing on May 18, 2023, and recommended to be adopted.

The subject property is located at 2900 Northampton Ave; generally located north of S. Alafaya Trail, east of Northampton Avenue, south of Cheval Street, and west of Broadhaven Boulevard. The request is to change the Future Land Use Map designation from Parks and Recreation/Open Space (PR/OS) to Low Density Residential (LDR).

A community meeting was held for the request on December 14, 2022, with 60 residents in attendance with concerns for stormwater management in the neighboring Eastwood neighborhood. Residents also requested additional details about the development and how the golf course would be redesigned to accommodate 125 residences.

The amendment was reviewed by the Florida Department of Economic Opportunity (DEO) and other State agencies for review and comment. Pursuant to 163.3184, Florida Statutes, the proposed amendment must be adopted within 180 days of receipt of the comment letter. The Regular Cycle Amendment undergoing the State-Expedited Review process will become effective 31 days after DEO notifies the County that the plan amendment package is complete. Therefore, the amendment is expected to become effective in July 2023, provided no challenges are brought forth for the amendment.

2023-1 Regular Cycle Amendment 2023-1-A-4-2 and Concurrent Substantial Change
Request# CDR-23-01-023
BCC Adoption Public Hearings
June 20, 2023
Page 2

Any questions concerning this document should be directed to Alberto A. Vargas, MArch, Manager, Planning Division, at (407) 836-5802 or Alberto.Vargas@ocfl.net or Jason Sorensen, AICP, Chief Planner at (407) 836-5602 or Jason.Sorensen@ocfl.net.

**ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan and adopt Amendment 2023-1-A-4-2, Low Density Residential (LDR) Future Land Use map designation, approve the associated ordinance, and approve the PD substantial change request, CDR-23-01-023, Stoneybrook Planned Development/Land Use Plan (PD/LUP) dated "Received May 5, 2023" subject to nineteen (19) conditions in the staff report.
District 4**

AAV/jhs/sw

Enc: 2023-1 Regular Cycle Amendment 2023-1-A-4-2 and Concurrent Substantial
Change Request# CDR-23-01-023
BCC Adoption Staff Report

c: Jon V. Weiss, P.E., Deputy County Administrator
Joel Prinsell, Deputy County Attorney
Whitney Evers, Assistant County Attorney
Roberta Alfonso, Assistant County Attorney
Jason Sorensen, AICP, Chief Planner, Planning Division
Olan D. Hill, AICP, Assistant Manager, Planning Division
Nicolas Thalmueller, AICP, Planning Administrator, Planning Division
Read File



ORANGE COUNTY
PLANNING DIVISION
20231 - A - 4 - 2
Stoneybrook
AMENDMENT

2010 - 2030 COMPREHENSIVE PLAN

**BOARD OF COUNTY
COMMISSIONERS**

JUNE 20, 2023
ADOPTION PUBLIC HEARING

PREPARED BY:
ORANGE COUNTY PLANNING, ENVIRONMENTAL
AND DEVELOPMENT SERVICES

PLANNING DIVISION
COMPREHENSIVE PLANNING SECTION



2023-1 Regular Cycle State-Specified Review Comprehensive Plan Amendment
Priority-Initiated Private Land Use Study Amendment

Amendment Number	Document Reporting or Substantive Change	Owner	Agent	's to 13 Section	Relevant Location / Comments	BOC Collaboration District	Future Land Use Map Designation PRECE	Future Land Use Map Designation TO	zoning Map Designation PRECE	zoning Map Designation TO	Acres/Acre ft	Project Phases	Staff Role	LPR Fee	
2023-04-1	2023-04-01	XXXX LLC	ABC DEF Consulting Services, Inc.	1-12.1.1-12.1.2-12.1.3-12.1.4-12.1.5-12.1.6-12.1.7-12.1.8-12.1.9-12.1.10-12.1.11-12.1.12-12.1.13-12.1.14-12.1.15-12.1.16-12.1.17-12.1.18-12.1.19-12.1.20-12.1.21-12.1.22-12.1.23-12.1.24-12.1.25-12.1.26-12.1.27-12.1.28-12.1.29-12.1.30-12.1.31-12.1.32-12.1.33-12.1.34-12.1.35-12.1.36-12.1.37-12.1.38-12.1.39-12.1.40-12.1.41-12.1.42-12.1.43-12.1.44-12.1.45-12.1.46-12.1.47-12.1.48-12.1.49-12.1.50-12.1.51-12.1.52-12.1.53-12.1.54-12.1.55-12.1.56-12.1.57-12.1.58-12.1.59-12.1.60-12.1.61-12.1.62-12.1.63-12.1.64-12.1.65-12.1.66-12.1.67-12.1.68-12.1.69-12.1.70-12.1.71-12.1.72-12.1.73-12.1.74-12.1.75-12.1.76-12.1.77-12.1.78-12.1.79-12.1.80-12.1.81-12.1.82-12.1.83-12.1.84-12.1.85-12.1.86-12.1.87-12.1.88-12.1.89-12.1.90-12.1.91-12.1.92-12.1.93-12.1.94-12.1.95-12.1.96-12.1.97-12.1.98-12.1.99-12.1.100	12.1.1-12.1.2-12.1.3-12.1.4-12.1.5-12.1.6-12.1.7-12.1.8-12.1.9-12.1.10-12.1.11-12.1.12-12.1.13-12.1.14-12.1.15-12.1.16-12.1.17-12.1.18-12.1.19-12.1.20-12.1.21-12.1.22-12.1.23-12.1.24-12.1.25-12.1.26-12.1.27-12.1.28-12.1.29-12.1.30-12.1.31-12.1.32-12.1.33-12.1.34-12.1.35-12.1.36-12.1.37-12.1.38-12.1.39-12.1.40-12.1.41-12.1.42-12.1.43-12.1.44-12.1.45-12.1.46-12.1.47-12.1.48-12.1.49-12.1.50-12.1.51-12.1.52-12.1.53-12.1.54-12.1.55-12.1.56-12.1.57-12.1.58-12.1.59-12.1.60-12.1.61-12.1.62-12.1.63-12.1.64-12.1.65-12.1.66-12.1.67-12.1.68-12.1.69-12.1.70-12.1.71-12.1.72-12.1.73-12.1.74-12.1.75-12.1.76-12.1.77-12.1.78-12.1.79-12.1.80-12.1.81-12.1.82-12.1.83-12.1.84-12.1.85-12.1.86-12.1.87-12.1.88-12.1.89-12.1.90-12.1.91-12.1.92-12.1.93-12.1.94-12.1.95-12.1.96-12.1.97-12.1.98-12.1.99-12.1.100	1. Right to Redeem	State and Commonwealth Parks (SOP)	Low Density Residential (LDR)	PS (Special Purpose) District	PS (Special Purpose) District	PS (Special Purpose) District	4.17 acres +/-	Site Redevelopment	Agent	Agent \$45

2023-1 Regular Cycle State-Specified Review Comprehensive Plan Amendment
Priority-Initiated Private Land Use Study Amendment
12.1.1-12.1.2-12.1.3-12.1.4-12.1.5-12.1.6-12.1.7-12.1.8-12.1.9-12.1.10-12.1.11-12.1.12-12.1.13-12.1.14-12.1.15-12.1.16-12.1.17-12.1.18-12.1.19-12.1.20-12.1.21-12.1.22-12.1.23-12.1.24-12.1.25-12.1.26-12.1.27-12.1.28-12.1.29-12.1.30-12.1.31-12.1.32-12.1.33-12.1.34-12.1.35-12.1.36-12.1.37-12.1.38-12.1.39-12.1.40-12.1.41-12.1.42-12.1.43-12.1.44-12.1.45-12.1.46-12.1.47-12.1.48-12.1.49-12.1.50-12.1.51-12.1.52-12.1.53-12.1.54-12.1.55-12.1.56-12.1.57-12.1.58-12.1.59-12.1.60-12.1.61-12.1.62-12.1.63-12.1.64-12.1.65-12.1.66-12.1.67-12.1.68-12.1.69-12.1.70-12.1.71-12.1.72-12.1.73-12.1.74-12.1.75-12.1.76-12.1.77-12.1.78-12.1.79-12.1.80-12.1.81-12.1.82-12.1.83-12.1.84-12.1.85-12.1.86-12.1.87-12.1.88-12.1.89-12.1.90-12.1.91-12.1.92-12.1.93-12.1.94-12.1.95-12.1.96-12.1.97-12.1.98-12.1.99-12.1.100

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INTRODUCTION Tab 1

REGULAR CYCLE AMENDMENTS Tab 2

Privately-Initiated Regular Cycle Future Land Use Map (FLUM) Amendment and Concurrent Substantial Change Request

	Amendment		Page
1.	2023-1-A-4-2 Stoneybrook Enclave	Parks and Recreation/Open Space (PR/OS) to Low Density Residential (LDR)	1
	-and-		
	Substantial Change CDR-23-01-023	A substantial change request to the previously approved Stoneybrook Planned Development (PD) / Land Use Plan (LUP) to convert a portion of a golf course (40.13 gross acres) to residential in order to construct 125 single-family residential dwelling units on new Tract 27.	

Ordinance..... Tab 3

State Agencies Comments/ORC..... Tab 4

Facilities Analyses..... Tab 5

Transportation Analysis..... Tab 6

Environmental Analysis..... Tab 7

2023 FIRST REGULAR CYCLE AMENDMENTS TO THE 2010-2030 COMPREHENSIVE PLAN ADOPTION PUBLIC HEARINGS

INTRODUCTION

This is the Board of County Commissioners (BCC) adoption public hearing staff report for the First Regular Cycle Amendment 2023-1-A-4-2 to the Future Land Use Map (FLUM) and Comprehensive Plan (CP). The adoption public hearing for the amendment was conducted before the Planning and Zoning Commission (PZC)/Local Planning Agency (LPA) on May 18, 2023. The amendment is scheduled for an adoption public hearing before the BCC on June 20, 2023.

The 2023-1 Regular Cycle Amendment scheduled for BCC consideration on June 20 was heard by the PZC/LPA at a transmittal public hearing on January 19, 2023, and by the BCC at a transmittal public hearing on February 21, 2023.

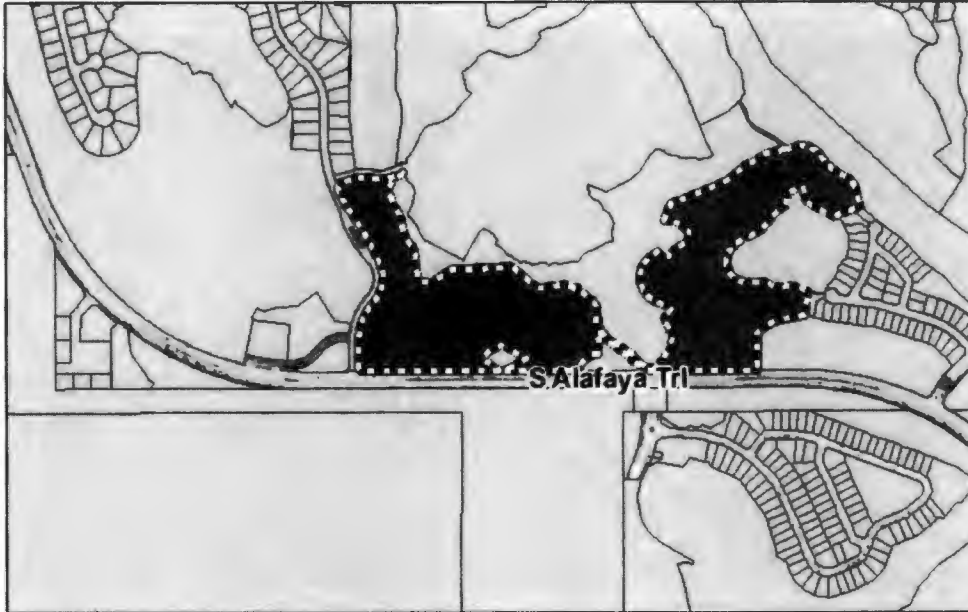
Please note the following modifications to this report:

KEY TO HIGHLIGHTED CHANGES	
Highlight	When changes made
Light Blue	Following the DEO transmittal public hearing (by staff)
Pink	Following the LPA adoption public hearings (by staff)

The 2023-1 Regular Cycle – State-Expedited Review Amendment scheduled for consideration on June 20 includes one privately-initiated Future Land Use Map Amendment located in District 4 with an associated substantial change request. The proposed Future Land Use Map Amendment entails a change to the Future Land Use Map for a property greater than ten acres in size.

The Regular Cycle State-Expedited Review Amendment has been reviewed by the Department of Economic Opportunity (DEO), as well as other state and regional agencies. On April 14, 2023, DEO issued a comment letter, which did not contain any concerns about the amendment undergoing the State-Expedited Review process. Pursuant to 163.3184, F.S., the proposed amendment must be adopted within 180 days of the comment letter. The Regular Cycle Amendment undergoing the State-Expedited Review process will become effective 31 days after DEO notifies the County that the plan amendment package is complete. The amendment is expected to become effective in July 2023, provided no challenges are brought forth for the amendment.

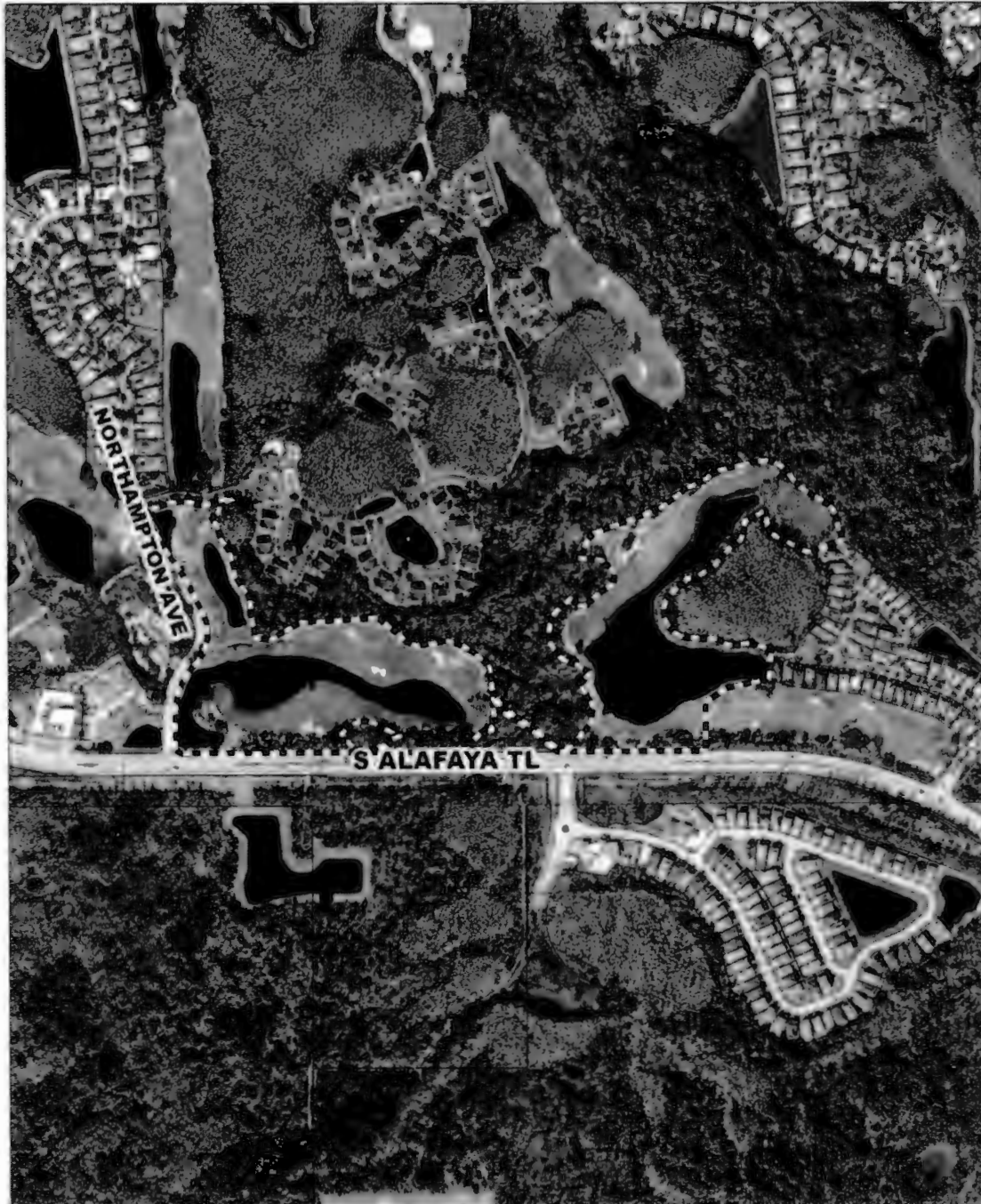
Any questions concerning this document should be directed to Alberto A. Vargas, MArch., Manager, Planning Division, at (407) 836-5802 or Alberto.Vargas@ocfl.net, or Jason Sorensen, AICP, Chief Planner, at (407) 836-5602 or Jason.Sorensen@ocfl.net.



Applicant/Owner: Jim Hall, HDSi
Location: 2900 Northampton Ave; generally located north of S. Alafaya Trail, east of Northampton Avenue, south of Cheval Street, and west of Broadhaven Boulevard.
Existing Use: Golf course
Parcel ID Number: 01-23-31-0000-00-001
Tract Size: 40.13 gross acres

The following meetings and hearings have been held:		Project Information
Report/Public Hearing	Outcome	
✓ Community Meeting December 14, 2022	Neutral – Participants expressed interest in seeing more details on proposed development.	Request: Parks and Recreation/Open Space (PR/OS) to Low Density Residential (LDR)
✓ Staff Report	Recommend Transmittal	Proposed Development Program: Up to 125 single-family detached residences.
✓ LPA Transmittal January 19, 2023	Recommend Transmittal (5-0)	Public Facilities and Services: Please see the Public Facilities Analysis Appendix for specific analysis of each public facility.
✓ BCC Transmittal February 21, 2023	Transmit (7-0)	Environmental: An Orange County Conservation Area Determination CAD 89-050 was completed with a certified survey of the conservation area boundary approved by the Environmental Protection Division (EPD) on 12/07/1993. This CAD does not expire. The CAD identifies wetlands on site.
✓ State Agency Comments	No Comments	Transportation: The allowable development based on the approved future land use will generate an increase of 123 pm peak hourtrips.
✓ LPA Adoption May 18, 2023	Recommend Adoption (8-0)	Utilities The subject site is located in the Orange County Utilities potable water, wastewater and reclaimed water service areas.
BCC Adoption	June 20, 2023	Concurrent PD Substantial Change: Case CDR-23-01-023 A PD substantial change request to change the designation from golf course to single-family residential was recommended for approval by the Development Review Committee on April 26, 2023, subject to 19 conditions of approval.

2023-1-A-4-2



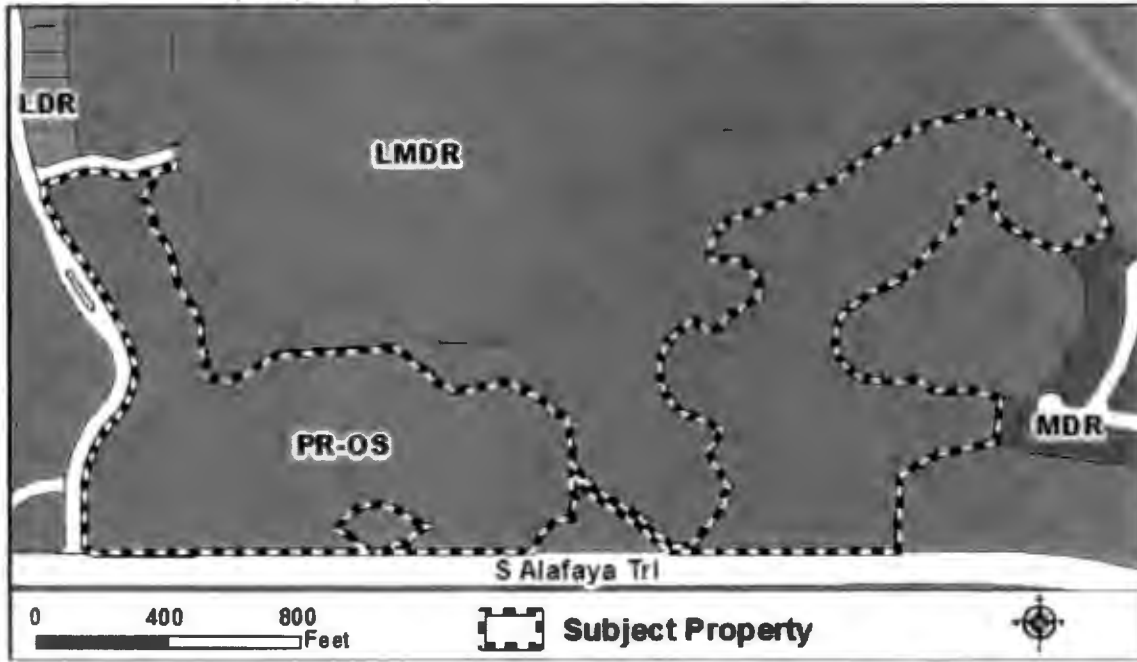
 Subject Property



0 500 1,000
Feet

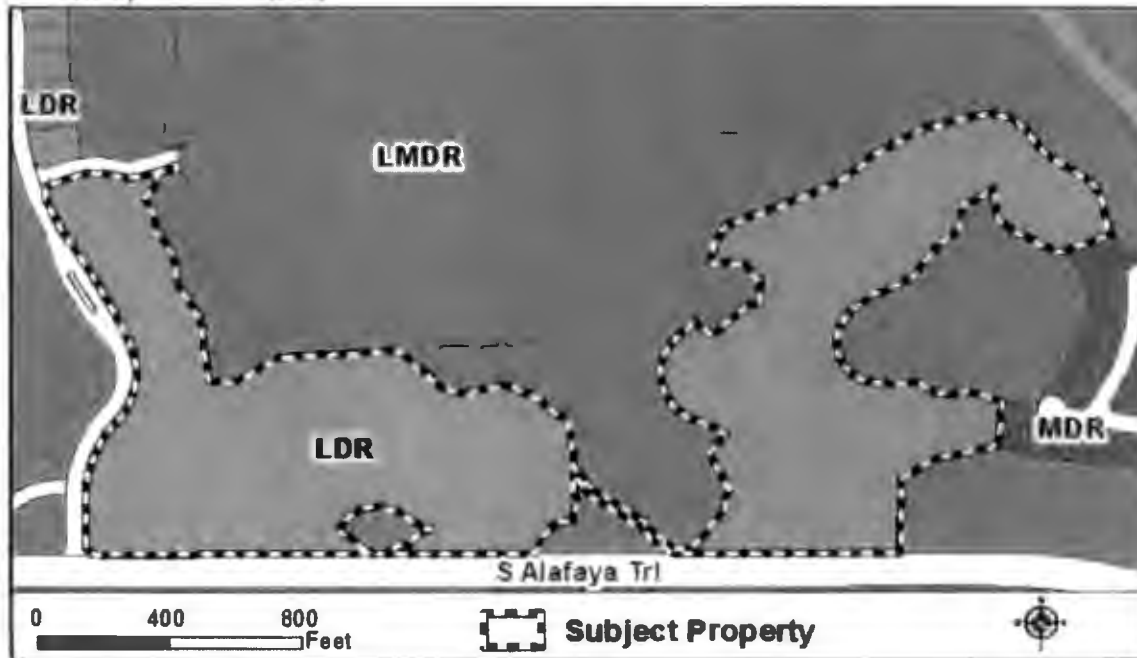
FUTURE LAND USE - CURRENT

Public Recreation – Open Space (PR-OS)

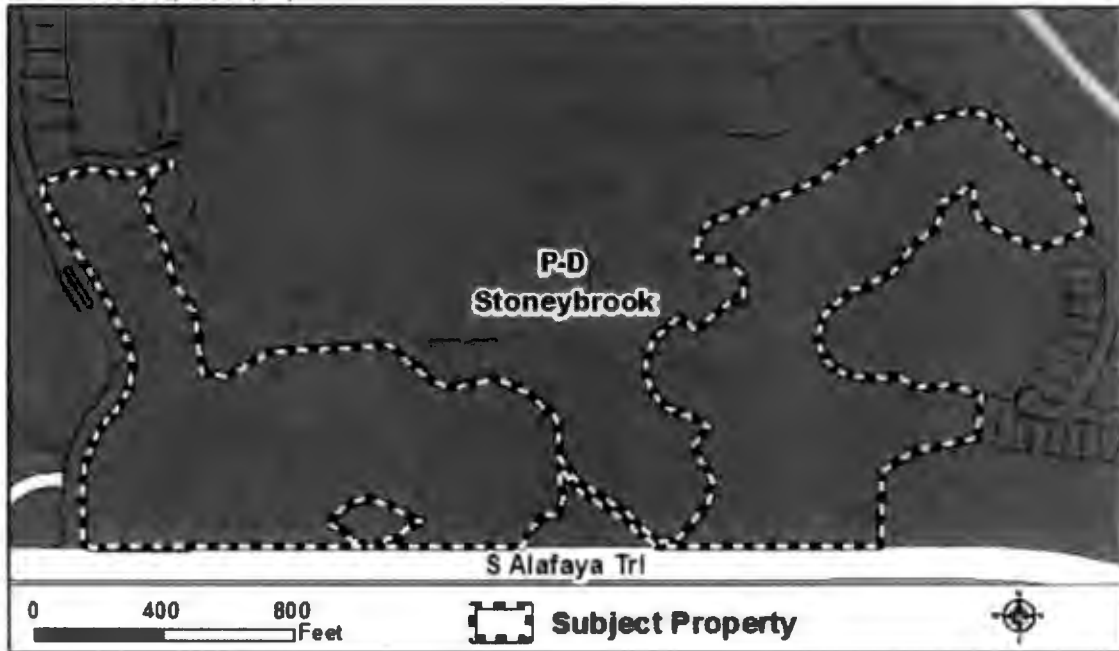


FUTURE LAND USE - PROPOSED

Low Density Residential (LDR)



ZONING – CURRENT
Planned Development (PD)



Staff Recommendation

1. **Future Land Use Map Amendment 2023-1-A-4-2:** Make a finding of consistency with the Comprehensive Plan (see Future Land Use Element Goal FLU1 and Objectives FLU1.1, FLU1.2, FLU1.4, FLU8.2 and policies FLU1.1.1, FLU1.4.1, FLU1.4.2, FLUE8.2.1, FLU8.2.11; and Housing Element Goal H1 and Objective H1.1), determine that the proposed amendment is in compliance, and **ADOPT** Amendment 2023-1-A-4-2, Parks and Recreation/Open Space (PR/OS) to Low Density Residential (LDR).
2. **PD Substantial Change Review Request: CDR-23-01-023 (April 26, 2023, DRC Recommendation):** Make a finding of consistency with the Comprehensive Plan and **APPROVE** the Stoneybrook Planned Development/Land Use Plan (PD/LUP), dated "Received May 5, 2023", subject to the following nineteen (19) conditions:
 1. Development shall conform to the Stoneybrook Planned Development dated "Received May 5, 2023," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received May 5, 2023," the condition of approval shall control to the extent of such conflict or inconsistency.
 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for

- issuance of the permit, or any other development order, if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
 5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
 6. If applicable, an Acknowledgement of Contiguous Sustainable Agricultural Land pursuant to Section 163.3163, Florida Statutes, must be executed and recorded in the Public Records of Orange County, Florida, prior to final approval of this plan and a copy of such Acknowledgment shall be submitted with all future permit applications for this project.
 7. In accordance with FEMA requirements, a Letter of Map Change (LOMC) may be required from the owner/engineer. New development within the 100-year floodplain where no established Base Flood Elevations (BFE) have been identified must perform a study to establish the BFE prior to construction plan review and approval. Compensation storage must be provided for all floodwater displaced by development within 100-year floodplain in accordance with Orange County Ordinance 2021-37, and as may be amended from time to time.
 8. Any Preliminary Subdivision Plan associated with this Land Use Plan Amendment shall require the maintenance of any private infrastructure in accordance with Section 34-280, 34-290, and 34-291, Orange County Code, as may be amended from time to time.
 9. Prior to any site construction plan approval and any filling within the 100-year flood zone, the applicant must obtain the required permit(s) and approval(s) from the Orange County Floodplain Administrator authorizing any fill pursuant to Chapter 19, Orange County Code.

Review and approval of compensating storage calculations must accompany the above permit as provided for in Chapter 19-107.

10. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
11. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
12. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC).
13. Pursuant to Article XII, Chapter 30, Orange County Code, unless documentation to the County's satisfaction has been provided proving that a property is exempt or vested, each property must apply for and obtain concurrency. Unless required at a different time (by agreement, condition of approval, etc.), residential, and non-residential properties which are required to plat, must obtain concurrency prior to approval of the plat and nonresidential properties that are not required to plat must obtain concurrency prior to obtaining the first building permit. Concurrency may be obtained earlier than plat or building permit, but it is ultimately the responsibility of the applicant to obtain concurrency, including any proportionate share agreement, as applicable, in a timely fashion. Should an applicant wait to obtain concurrency until later in the development process, the County will not be responsible for any delays caused by the applicant's failure to obtain concurrency in a timely fashion.
14. The developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities subject to County rate resolutions and ordinances.
15. Short term/transient rental is prohibited in single-family districts. Length of stay shall be for 180 consecutive days or greater.
16. A Master Utility Plan (MUP) for the PD shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The MUP and updates must be approved prior to Construction Plan approval.
17. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, Dated February 1, 1994, shall apply:
 - a. Final construction plans will not be approved until it has been demonstrated that the wet season water table is a minimum of twelve inches (12") below the bottom of the base of

- the road system, i.e., the stormwater management system construction plans cannot be approved until actual logs of the water table elevation are submitted through a wet season which shows water table at a minimum of twelve inches (12") below the bottom of the base of road system.
- b. Development shall comply with the conservation area survey dated, "Received August 6, 1991". The survey for the additional 80 acres not covered by the August 6, 1991, survey shall be submitted with the plat.
 - c. Prior to any development plan submittal, a mitigation plan for conservation area encroachment shall be submitted and approved by Orange County.
 - d. Prior to construction plan approval, the developer shall agree to use reclaimed water for golf course, landscape and green area irrigation.
 - e. The project shall construct the following recreational facilities: a golf course and an active park – prior to platting of the 650th residential unit; and a passive park – prior to platting of the 2,000th residential unit.
18. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated December 10, 1996, shall apply:
- a. Provide a 50-foot right-of-way to the east property line that aligns with the Avalon Planned Development access located approximately 900 feet from the south property line of the Stoneybrook Planned Development.
19. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 24, 1999, shall apply:
- a. Fire station site (Parcel 24B) shall be dedicated to Orange County at no cost.
 - b. Parcel 22 shall be restricted to Retail Commercial District (C-1) uses only.
 - c. Parcel 24 shall be restricted to Retail Commercial District (C-1) uses only with no freestanding liquor sales, gas stations drive-through restaurants or mini warehouses.
 - d. Parcel 20A shall be dedicated to Orange County for park and recreation services at no cost to Orange County after fill dirt removal.

Analysis

Background & Development Program

The applicant, Jim Hall, HDSi, has requested to change the Future Land Use Map (FLUM) designation of the subject property from Parks and Recreation/Open Space (PR/OS) to Low Density Residential (LDR). The applicant is proposing the construction single-family residences on a portion of the Stoneybrook East golf course. The portion of the golf course impacted by the proposed development would be redesigned and rebuilt.

In conjunction with the proposed amendment, the applicant has applied for a concurrent substantial change to the current StoneyBrook Planned Development/Land Use Plan (PD/LUP), Case CDR-23-01-023, to convert a portion of the PD currently operating as a golf course (40.13 acres) to residential in order to construct 125 single-family residential dwelling units on a newly created Tract 27. On April 26, 2023, the Orange County Development Review Committee issued a recommendation to APPROVE the land use plan amendment, subject to the nineteen (19) conditions listed above.

The subject property is located within the Stoneybrook PD, originally approved on February 1, 1994. The subject property is comprised of 40.13 gross acres, representing a portion of the 174 acre Stoneybrook East golf course. The subject property is generally located north of S. Alafaya Trail, east of Northampton Avenue, south of Cheval Street, and west of Broadhaven Boulevard. The subject property is adjacent to multi-family residences and conservation areas to the north, single-family detached residences and vacant parcels to the south, a portion of Stoneybrook East golf course and single-family detached residences to the east, and the Stoneybrook East golf course clubhouse and a childcare center to the west.

Conservation Area Determination

Density and Floor Area Ratio (FAR) calculations are determined by dividing the total number of units/square footage by the net developable land area. The net developable land area for density and FAR calculation (intensity) is defined as the gross land area, excluding surface waters and certain conservation areas from the land area calculations. An Orange County Conservation Area Determination CAD 89-050 was completed with a certified survey of the conservation area boundary approved by the Environmental Protection Division (EPD) on 12/07/1993. This CAD does not expire. The CAD identifies Class I wetlands.

Community Meeting

A community meeting was held on Wednesday, December 14, 2022, at Avalon Middle School. A total of 60 residents attended and the overall tone of the meeting was neutral with some expressions of support from HOA members present, and an interest in seeing more specific plans as they are developed. Questions regarding the process followed including what was the notification process for the community meeting and how will residents be informed of future plan changes. Concerns were raised about stormwater management in the neighboring Eastwood neighborhood by an Eastwood resident with a caution expressed for stormwater and floodplain impacts to be given careful consideration with the current proposal. The applicant's agent, Jim Hall, provided an overview of the applicant's intended uses for the property, to convert it from a golf course to residential, in order to allow for up to 125 single family residences. The portion of the golf course impacted will be redesigned and rebuilt, and will be provided with a cart path around the new residential areas to assure connectivity within the course. The primary purpose for the land use change was to raise money to support the Stoneybrook course operation and maintenance. An agreement between the applicant and the Stoney Brook Homeowners Association had been reached which addresses the golf course conversion.

Future Land Use Map Amendment Analysis

Consistency

The requested FLUM amendment appears to be consistent with the applicable Goals, Objectives, and Policies of the Comprehensive Plan. The subject property is located within the County's Urban Service Area (USA) boundary and is located in an area characterized by single-family and multi-family

residences within the Stoneybrook PD. As mentioned above, the applicant is requesting the LDR FLUM designation, which allows up to 4 dwelling units per acre. The applicant is proposing up to 125 single-family residences.

Future Land Use Element Goal FLU1, OBJ FLU1.1, and Policy FLU1.1.1 describe Orange County's urban planning framework, including the requirement that urban uses shall be concentrated within the Urban Service Area. As required by **OBJ FLU 1.1**, the proposed amendment is located within the Urban Service Area, and the proposed FLUM designation of LDR will contribute to the mix of available housing options in an area of the County deemed appropriate for urban uses, as set forth in **Policy FLU1.1.1**.

Applicable to this request is **Future Land Use Element Objective FLU1.2**, which states Orange County shall use the Urban Service Area concept as an effective fiscal and land use technique for managing growth.

Also applicable is **Future Land Use Element OBJ FLU1.4**, which sets forth location and development criteria used to guide the distribution, extent, and location of urban land uses, and encourages compatibility with existing neighborhoods as well as the goals of the 2030 Comprehensive Plan.

Also applicable is **Future Land Use Element Policy FLU1.4.1**, which states Orange County shall promote a range of living environments and employment opportunities, and shall ensure that land use changes are compatible with and serve existing neighborhoods. Staff recognizes the critical need in Orange County for housing diversity to meet current and future growth trends

Also applicable is **Housing Element Goal H1 and Objective H1.1**, which state that the County will promote and assist in the provision of an ample housing supply, within a broad range of types and price levels, and will support private sector housing production capacity sufficient to meet current and anticipated housing needs.

Compatibility

The proposed Future Land Use Map amendment appears to be compatible with existing development of the surrounding area and would support private sector housing production to meet current and anticipated housing needs.

Future Land Use Element Policy FLU1.4.2, states Orange County shall ensure that land use changes are compatible with and serve existing neighborhoods, while **Neighborhood Element Objective N1.1**, states Orange County shall ensure that future land use changes are compatible with or do not adversely impact existing or proposed neighborhoods.

The proposed may be found consistent with **Future Land Use Element Policy FLU8.2.11**, which states compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well as its contribution toward the Goals and Objectives in the Comprehensive Plan. The Comprehensive Plan shall specifically allow for such a balance of considerations to occur. The proposed change to the LDR FLUM designation would not adversely impact existing neighborhoods.

Public Facilities and Services

Environmental

Historic CAD: An Orange County Conservation Area Determination CAD 89-050 was completed with a certified survey of the conservation area boundary approved by the Environmental Protection Division (EPD) on 12/07/1993. This CAD does not expire. The CAD identifies Class I wetlands.

Conservation Easement: There is a recorded St. Johns River Water Management District Conservation Easement on site. Reference Official Record Book 5226, Page 2076.

Class I Wetland Impacts: The removal, alteration or encroachment within a Class I Conservation Area shall only be allowed in cases where: no other feasible or practical alternatives exist, impacts are unavoidable to allow a reasonable use of the land, or where there is an overriding public benefit, as determined before the Orange County Board of County Commissioners. Reference OC Code Chapter 15, Article X Wetland Conservation Areas, Division 1 Generally, Section 364 Definitions, Subsection A.

Conservation Area Impacts: In addition to any state or federal wetland permitting requirements, the applicant shall satisfy Orange County's wetland permitting requirements. Any wetland encroachments will require submittal of an application for a Conservation Impact Permit to the Orange County Environmental Protection Division. Reference OC Code Chapter 15, Article X Wetland Conservation Areas.

No Clearing: No construction, clearing, filling, alteration, or grading is allowed within or immediately adjacent to a conservation area or easement (includes the conservation area and the wetland setback/buffer) without first obtaining a Conservation Area Impact (CAI) permit approved by the county and obtaining other applicable jurisdictional agency permits. Submit a CAI permit application to Orange County Environmental Protection Division by mail or email to wetlandpermitting@ocfl.net. Reference OC Code Chapter 15, Article X Wetland Conservation Areas.

Golf Cart Path Location: The current aeriols show that the golf cart path location is inconsistent with the existing CAD 89-050, the legal description provided by the applicant, and the Orange County Property Appraiser website. Provide an accurate survey of the current site conditions.

Landfill Proximity: The Orange County Landfill is located approximately 120 ft to the south of the parcel. This site may be adversely impacted by existing solid waste management activities. Reference Orange County Comprehensive Plan, Solid Waste Element, Policy SW1.7.4.

Econ River Ordinance: This site is located within the Econlockhatchee River Protection Ordinance area. Basin-wide regulations may apply. Reference Orange County Code Chapter 15 Article XI.

Habitat Permit Compliance: Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as imperiled species (endangered, threatened, or species of special concern). The applicant is responsible to determine the presence of these concerns and to verify and obtain, if necessary, any required habitat permitting of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

Jurisdictional Coordination: This environmental review only addresses Orange County environmental regulatory code, however, the project shall also obtain and comply with all other existing environmental permits and applicable environmental regulations of, but not limited to: the Army Corps of Engineers, the Florida Department of Environmental Protection, and the applicable Water Management District, the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC). It is possible that one of the other agencies could deny the request

even if the County approves it, or they may have other natural resource protective requirements. Therefore, it is imperative that this proposed request be addressed on a multi-agency basis.

Erosion Control: Use caution to prevent erosion during construction along the boundary of the property, into wetlands and buffers, and into all drainage facilities and ditches. Construction will require Best Management Practices (BMPs) for erosion control. Minimize the extent of area exposed at one time, apply perimeter controls where necessary, and perform maintenance checks every seven (7) days and after every 1/2-inch rain. The construction entry area shall be designed to prevent trucks from tracking soil onto local roads and the affected storm drainage system shall be protected. This may require periodic street sweeping. Reference OC Code Chapter 34 Subdivision Regulations, Article VII Stormwater Management, Division 2 General Design Criteria, Sec. 250 Open Drainage Facilities, (g).

Site Assessment: This property was formerly used as a golf course. This site may be the location of petroleum spills, agricultural related contamination, and fertilizer, pesticide, or herbicide spillage. If a Phase I Environmental Site Assessment (ESA) has been conducted on this site, then submit a copy with the revised plan package.

Wetland Crossing: The design shall include provisions for wildlife connectivity across or under roadways that traverse wetland systems and associated buffers. Road and pedestrian crossings of the wetland, floodplains and environmentally sensitive corridors shall be minimized and be designed to allow for unimpeded passage of wildlife.

Transportation

Trip Generation (ITE 11th Edition)

Land Use Scenario	PM Pk. Hr. Trips	% New Trips	New PM Pk. Hr. Trips
Existing Use: Golf Course	0	100%	0
Proposed Use: 125 Single-Family Residences	123	100%	123
Totals:	123		123

Net New Trips (Proposed Development less Allowable Development): 123

Future Roadway Network

Road Agreements: No

Planned and Programmed Roadway Improvements: No

Right of Way Requirements: No

Summary

The applicant is requesting to change 40.13 acres from Park Recreation Open Space (PR/OS) to Low Density Residential (LDR) and rezone from PD to PD, to allow for the construction of 125 single-family residences.

Analysis of the project trips from the currently approved under future land use versus the proposed use indicates that the proposed single-family residences will result in an increase in the number of 123 pm peak trips and therefore will impact the area roadways. The development will undergo further evaluation and will be required to mitigate capacity deficiencies on the transportation network in accordance with the requirements of the Orange County Concurrency Management System.

Roadway Capacity Analysis

A Traffic Study was submitted with the case for review and comment. The subject property is located adjacent to Alafaya Trail. Based on existing conditions, there are currently no deficient roadway segments within the project's impact area. This information is dated and subject to change.

Based on the project trip distribution, 53% will be travelling NB on Alafaya Trail out of the development.

There are no deficient segments in the short-term year (2025) that are projected to operate at Level of Service "F" as a result of the background traffic and committed trips.

The horizon year (2040) showed that under the proposed FLUM designation, the following segments are projected to operate at Level of Service "F":

- Alafaya Trail from Curry Ford Road to Golfway Blvd.
- Alafaya Trail from Golfway Blvd. to Avalon Park Blvd.
- Woodbury Road from Golfway Blvd. to Lake Underhill Road

Final permitting of any development on this site will be subject to review and approval under capacity constraints of the County's Transportation Concurrency Management System. Such approval will not exclude the possibility of a proportionate share payment in order to mitigate any transportation deficiencies. Finally, to ensure that there are no revisions to the proposed development beyond the analyzed use, the land use will be noted on the County's Future Land Use Map or as a text amendment to the Comprehensive Policy Plan.

Schools

The applicant submitted a formal school capacity determination to OCPS (OC-22-096). Capacity is not available for the proposed 125 single-family dwelling units. Capacity is currently available for students at Stone Lakes Elementary School and Avalon Middle School. Timber Creek High School is currently overcapacity with the proposed development resulting in a total of 16 seats to mitigate. The high school has an existing adjusted utilization rate of 130.4% and if this project is approved, the adjusted utilization rate would increase to 131.0%. This determination expires July 29, 2025.

Utilities

This property is within Orange County Utilities Water, Wastewater and Reclaimed Water Service Areas. In accordance with Orange County Code Chapter 37:

- **Potable Water:** Development within this property will be required to connect to Orange County Utilities Water system. The connection points will be assessed during Final Engineering / Construction Plan permitting.
- **Wastewater:** Development within this property will be required to connect to Orange County Utilities wastewater system. The connection points will be assessed during Final Engineering/Construction Plan permitting.
- **Reclaimed water:** Development within this property will be required to connect to Orange County Utilities reclaimed water system. The connection points will be assessed during Final Engineering / Construction Plan permitting.

Zoning Analysis

IMPACT ANALYSIS

Overview

The Stoneybrook PD was originally approved on February 1, 1994, as the Les Springs PD. Today the PD currently permits 2,360 dwelling units and 157,800 square feet of office, mini storage, and commercial uses along with 18,000 square feet of daycare uses.

Through this PD Change Determination Request (CDR), the applicant is seeking to convert a portion of the PD currently operating as a golf course (40.13 gross acres), to residential in order to construct 125 single-family residential dwelling units. The affected portion of this request was previously approved as part of Tract 20; the proposed development will be on a newly created tract, identified as Tract 27. The applicant has indicated that the remainder of the golf course will remain in operation and will be reconfigured. No waiver is associated with the request.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

3. Policy References

Future Land Use Element

- | | |
|-------------------|--|
| GOAL FLU1 | URBAN FRAMEWORK. Orange County shall implement an urban planning framework that provides for long-term, cost-effective provision of public services and facilities and the desired future development pattern for Orange County. |
| OBJ FLU1.1 | Orange County shall use urban densities and intensities and Smart Growth tools and strategies to direct development to the Urban Service Area and to facilitate such development. The Urban Service Area shall be the area for which Orange County is responsible for providing infrastructure and services to support urban development. |
| FLU1.1.1 | Urban uses shall be concentrated within the Urban Service Area, except as specified for the Horizon West Village and Innovation Way Overlay (Scenario 5), Growth Centers, and to a limited extent, Rural Settlements. |
| OBJ FLU1.2 | URBAN SERVICE AREA (USA); USA SIZE AND MONITORING. Orange County shall use the Urban Service Area as an effective fiscal and land use technique for managing growth. The Urban Service Area shall be used to identify the area where Orange County has the primary responsibility for providing infrastructure and services to support urban development. |
| OBJ FLU1.4 | The following location and development criteria shall be used to guide the distribution, extent, and location of urban land uses, and encourage compatibility |

with existing neighborhoods as well as further the goals of the 2030 Comprehensive Plan.

FLU1.4.1 Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.

FLU1.4.2 Orange County shall ensure that land use changes are compatible with and serve existing neighborhoods.

OBJ FLU8.2 **COMPATIBILITY.** Compatibility will continue to be the fundamental consideration in all land use and zoning decisions. For purposes of this objective, the following polices shall guide regulatory decisions that involve differing land uses. **FLU8.2.1** Land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

FLU8.2.1 Land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

FLU8.2.11 Compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations to occur.

Housing Element

Goal H1 Orange County's goal is to promote and assist in the provision of an ample housing supply, within a broad range of types and price levels, to meet current and anticipated housing needs so that all our residents have the opportunity to purchase or rent standard housing.

OBJ H1.1 The County will continue to support private sector housing production capacity sufficient to meet the housing needs of existing and future residents.

ACTION REQUESTED

**Planning and Zoning Commission (PZC)/Local Planning Agency (LPA) Recommendation –
(May 18, 2023)**

Make a finding of consistency with the Comprehensive Plan and recommend **ADOPTION** of Amendment 2023-1-A-4-2, Parks and Recreation / Open Space (PR/OS) to Low Density Residential (LDR).

PLANNING AND ZONING COMMISSION (PZC)/LOCAL PLANNING AGENCY (LPA) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC/LPA with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend **ADOPTION** of Amendment 2023-1-A-4-2. The applicant, Hal Kantor, was present and agreed with the staff recommendation. Mr. Kantor provided a brief presentation about the application request.

There were no speakers for public comment. Commissioner Pena asked about the layout for the proposed 125 single-family dwellings. Mr. Kantor explained that the exact layout of the dwellings has not been determined but changes will be made to a portion of the course to accommodate.

A motion was made by Commissioner Pavon and seconded by Commissioner Spears to recommend to the Board of County Commissioners **ADOPTION** of Amendment 2023-1-A-4-2. The motion was carried on a 7-0 vote.

Motion / Second	Walter Pavon / Gordon Spears
Voting In Favor	David Boers, George Wiggins, Eddie Fernandez, Gordon Spears, Walter Pavon, Camille Marie Evans, Nelson Pena
Voting In Opposition	None
Absent	Michael Arrington

Stoneybrook PD / LUP (Cover Sheet)


PLAN DEVELOPMENT

STONEYBROOK GOLF & COUNTRY CLUB

ORANGE COUNTY, FLORIDA

AMENDMENT TO LAND USE PLAN

ISSUED FOR PUBLIC COMMENT ON
JANUARY 2023




INSPIRE
 PLANNING & CONSULTING, INC.
 1100 S. W. 10th Street, Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Email: info@inspireplanning.com

PROJECT INFORMATION

PROJECT NAME: STONEYBROOK GOLF & COUNTRY CLUB
 PROJECT LOCATION: 11000 S.W. 10th Street, Ft. Lauderdale, FL 33304
 PROJECT TYPE: LAND USE PLAN AMENDMENT
 PROJECT STATUS: PUBLIC COMMENT PERIOD


VICINITY MAP



PROJECT DESCRIPTION

The project consists of a land use plan amendment for the Stoneybrook Golf & Country Club. The amendment is intended to update the club's land use plan to reflect current zoning regulations and to address specific site conditions. The amendment includes changes to the club's membership rules, which are subject to the approval of the club's board of directors.

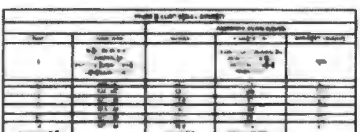
PROJECT LOCATION



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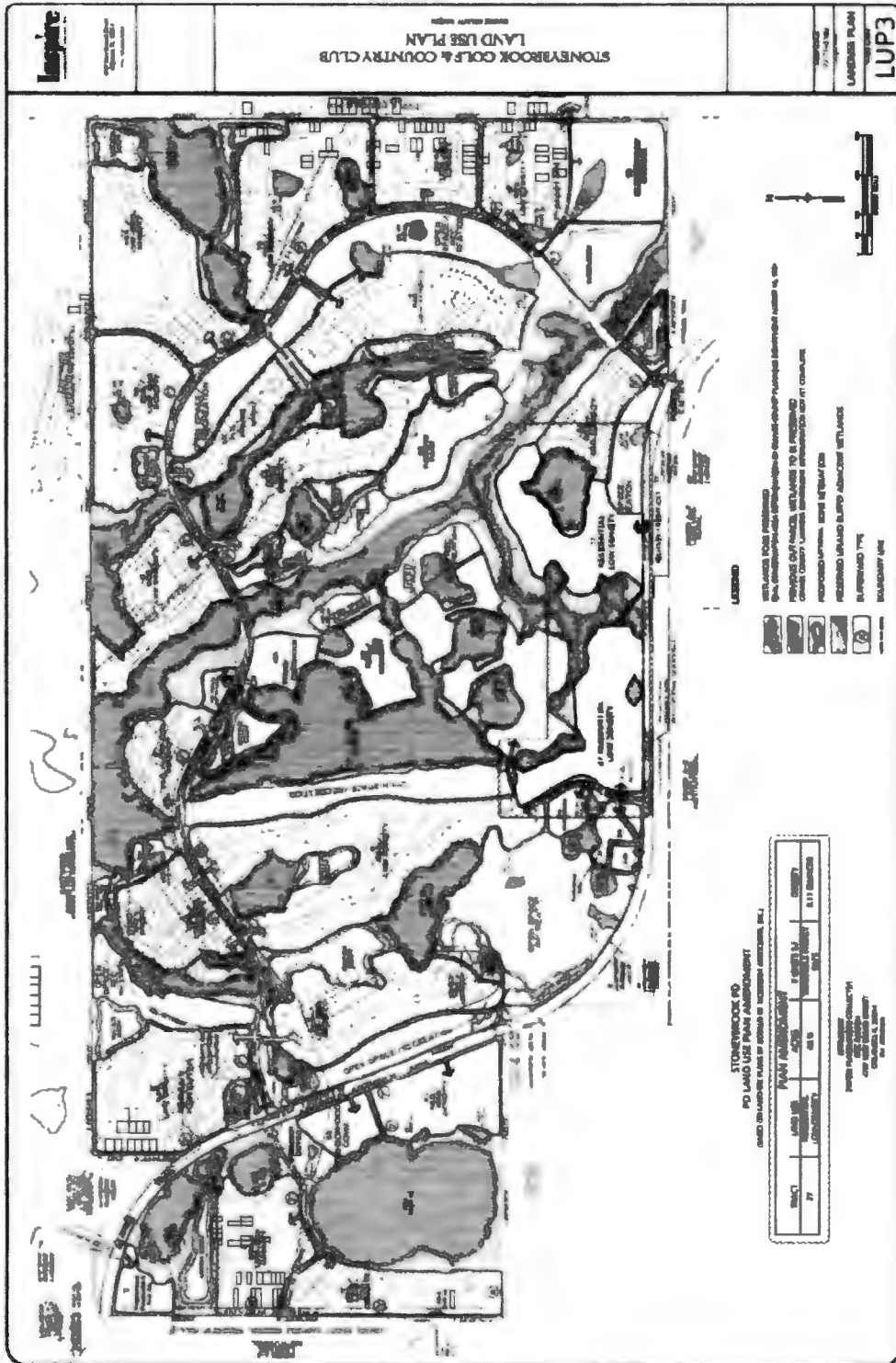
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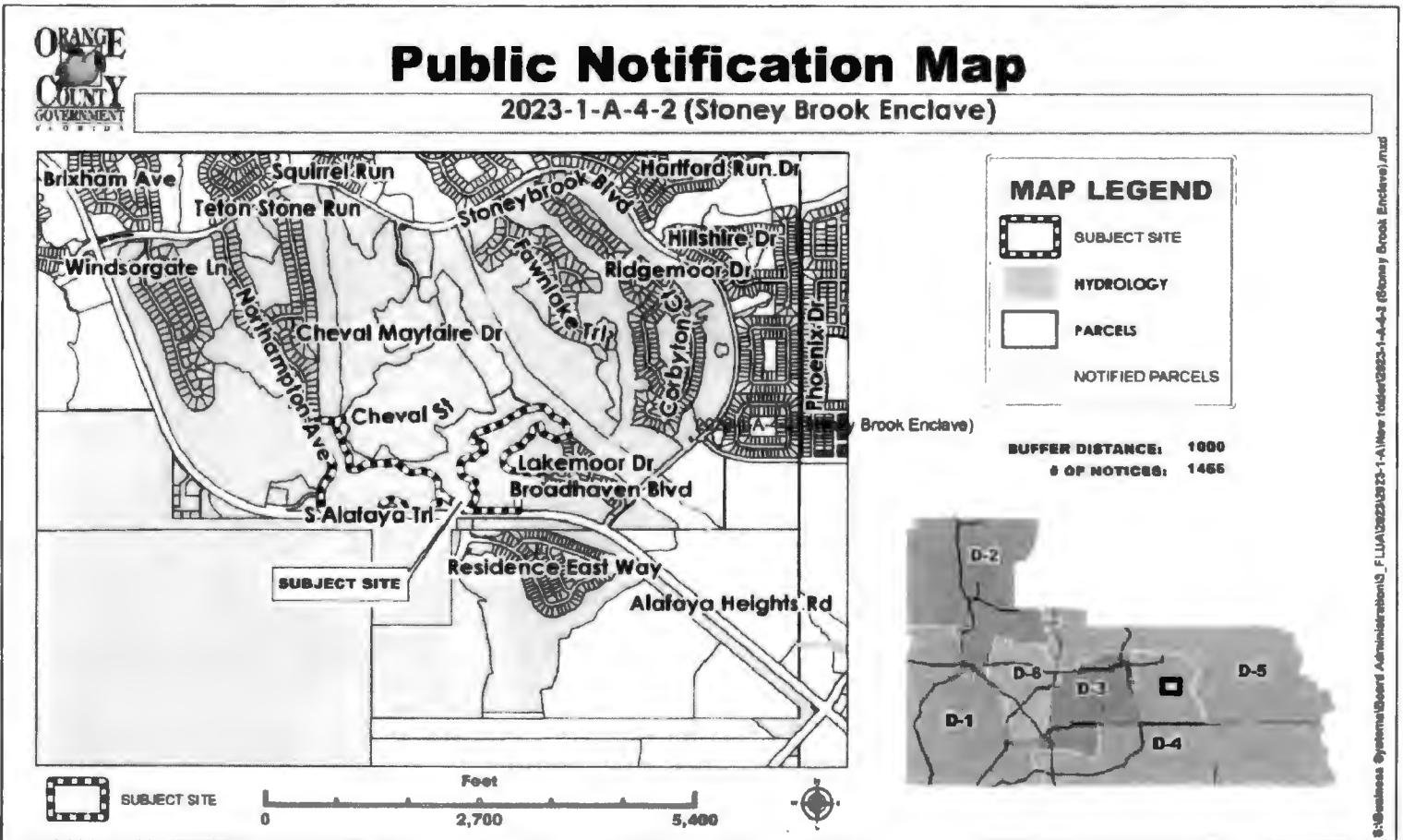
Stoneybrook PD / LUP



Site Visit Photos

Subject Site	Subject Site
	
North of Subject Site	South of Subject Site
	
East of Subject Site	West of Subject Site
	

NOTIFICATION MAP



S:\gis\mxd\2023\2023-1-A-4-2\Map (cdp)\2023-1-A-4-2-3 (Stoney Brook Enclave).mxd

ORDINANCE NO. 2023-_____

AN ORDINANCE PERTAINING TO COMPREHENSIVE PLANNING IN ORANGE COUNTY, FLORIDA; AMENDING THE ORANGE COUNTY COMPREHENSIVE PLAN, COMMONLY KNOWN AS THE "2010-2030 COMPREHENSIVE PLAN," AS AMENDED, BY ADOPTING AN AMENDMENT PURSUANT TO SECTION 163.3184(3), FLORIDA STATUTES, FOR THE 2023 CALENDAR YEAR (FIRST CYCLE); AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. Legislative Findings, Purpose, and Intent.

a. Part II of Chapter 163, Florida Statutes, sets forth procedures and requirements for a local government in the State of Florida to adopt a comprehensive plan and amendments to a comprehensive plan;

b. Orange County has complied with the applicable procedures and requirements of Part II of Chapter 163, Florida Statutes, for amending Orange County's 2010-2030 Comprehensive Plan;

c. On June 20, 2023, the Board of County Commissioners held a public hearing on the adoption of the proposed amendment to the Comprehensive Plan, as described in this ordinance, and decided to adopt it.

Section 2. Authority. This ordinance is adopted in compliance with and pursuant to Part II of Chapter 163, Florida Statutes.

Section 3. Amendment to Future Land Use Map. The Comprehensive Plan is hereby amended by amending the Future Land Use Map designation as described at **Appendix "A,"**

31 attached hereto and incorporated herein.

32 * * *

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Section 4. Effective Dates for Ordinance and Amendment.

35 (a) This ordinance shall become effective as provided by general law.

36 (b) In accordance with Section 163.3184(3)(c)4., Florida Statutes, no plan amendment
37 adopted under this ordinance becomes effective until 31 days after the DEO notifies the County
38 that the plan amendment package is complete. However, if an amendment is timely challenged,
39 the amendment shall not become effective until the DEO or the Administration Commission issues
40 a final order determining the challenged amendment to be in compliance.

41 (c) No development orders, development permits, or land uses dependent on this
42 amendment may be issued or commence before the amendment has become effective.

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45 ADOPTED THIS 20th DAY OF JUNE, 2023.

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ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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By: _____
Jerry L. Demings
Orange County Mayor

56 ATTEST: Phil Diamond, CPA, County Comptroller
57 As Clerk to the Board of County Commissioners

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By: _____
Deputy Clerk

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APPENDIX "A"
FUTURE LAND USE MAP AMENDMENT

<i>Appendix A*</i>		
<i>Privately-Initiated Future Land Use Map Amendment</i>		
Amendment Number	Future Land Use Map Designation FROM:	Future Land Use Map Designation TO:
2023-1-A-4-2	Parks and Recreation/Open Space (PR/OS)	Low Density Residential (LDR)
*The Future Land Use Map (FLUM) shall not depict the above designation until such time as it becomes effective.		

68



6501 Magic Way · Building 200 · Orlando, Florida 32809 · (407) 317-3700 · www.ocps.net

**FORMAL SCHOOL CAPACITY DETERMINATION
CAPACITY LETTER**

December 14, 2022

VIA E-MAIL: HAL.KANTOR@LOWNDES-LAW.COM

Hal Kantor
Lowndes Law Firm
215 N. Eola Dr.
Orlando, FL 32801

Application OC-22-096 (Stoneybrook Enclave)

This letter serves as the official certification by Orange County Public Schools that school capacity for the following development is **NOT AVAILABLE**:

Type of Development Application	<input checked="" type="checkbox"/> FLUM
	<input type="checkbox"/> Rezoning
	<input type="checkbox"/> Amendment or Extension
Development Application #:	2023-1-A-4-2
Project Name:	Stoneybrook Enclave
OCPS Completed Application Date:	November 18 th , 2022
Parcel #(s):	01-23-31-0000-00-001
Requested New Units (#):	SF: 125 MF: TH:
Vested Unit(s):	SF: MF: TH:
Total Project Units:	125
School Board District:	# 2

In accordance with Section 10 of the First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency ("Interlocal Agreement"), a detailed Capacity Analysis is provided in **Attachment A**.

In accordance with Section 704(B) of the Orange County Charter and Section 30-742 of the Orange County Code, an analysis of significantly affected local governments impacted by the proposed development can be found below:

	Stone Lakes ES	Avalon MS	Timber Creek HS
Jurisdictional Analysis	N/A	N/A	N/A

Given the above analysis, this project does not meet the minimum criteria established by the Orange County Charter and Code to proceed through the joint approval process with the identified significantly affected local government(s). Additional information on the joint approval process can be obtained from Orange County.

This determination expires on June 4th, 2023. OCPS is not required to extend the expiration date of this determination letter. In the event this project does not possess Development Application approval from Orange County by the expiration date, but still intends to move forward in the development process, the applicant must resubmit the application and application fee to be reevaluated by OCPS. In addition, should the scope of the project change (e.g., modification of unit count and/or unit type), a new determination will be required.

Unless otherwise vested, the Development is still required to submit for concurrency review and, if necessary, enter into a Concurrency Mitigation Agreement.

This determination is governed by the Interlocal Agreement, the provisions of Orange County's adopted Comprehensive Plan, and the Orange County Charter and Code.

Please contact me at (407) 317-3700 ext. 2022391 or e-mail me at christopher.mills@ocps.net with any questions.

Sincerely,



Christopher Mills, AICP
Senior Administrator, Facilities Planning

SC/cm

Attachments – Attachment A: Detailed Capacity Analysis

CC: Christopher DeManche, Orange County (via e-mail)
Sue Watson, Orange County (via e-mail)
Thomas Moore, OCPS (via e-mail)
Project File

Attachment A



School Capacity Determination

User ID: CCM Date: December 6, 2022 Time: 10:56:01

Project ID: **CEA - OC - 22 - 006** Valid Until: **June 4, 2023**

Project Name		STONEBROOK ENCLAVE	
Unvested Units	Single Family Units	125	
	Multi Family Units	0	
	Multi Family High Rise Units	0	
	Town Homes Units	0	
	Mobile Home Units	0	
Vested Units	Single Family Units:		0
	Multi Family Units:		0
	Multi Family High Rise Units:		0
	Town Homes Units:		0
	Mobile Home Units:		0

Capacity Enhancement	School Level	Elementary	Middle	High
	CSA	N		
	School	STONE LAKES ES	AVALON MS	TIMBER CREEK HS
	Analysis of Existing Conditions			
	School Capacity (2021-2022)	828	1,071	2,738
	Enrollment (2021-2022)	624	911	3,570
	Utilization (2021-2022)	77.0%	90.0%	128.0%
	LOS Standard	110.0%	100.0%	100.0%
	Available Seats	287	160	0
	Analysis of Reserved Capacity			
School Level	Elementary	Middle		
Encumbered Capacity	0	0	0	
Reserved Capacity	0	0	0	
Adjusted Utilization	75.4%	85.1%	130.4%	
Adjusted Available Seats	287	160	0	
Analysis of Proposed Development				
Students Generated	22,250	11,750	16,625	
Adjusted Utilization	78.0%	86.2%	131.0%	
AVAILABLE/NOT AVAILABLE	AVAILABLE	AVAILABLE	NOT AVAILABLE	
Number of Seats to Mitigate	0.000	0.000	16.625	

STONE LAKES ES	
AVALON MS	
TIMBER CREEK HS	

**Orange County EPD Comments to the Local Planning Agency for the
2023-1 Regular Cycle Comprehensive Plan Amendments
November 30, 2022**

Plan Amendment Number	2023-1-A-4-2
Project Name	Stoneybrook Enclave
Requested Change	FLU from Park Recreation/Open Space (PR/OS) to Low Density Residential (LDR)
Parcels	01-23-31-0000-00-001 (portion of)
General Location	2900 Northampton Ave; generally located north of S. Alafaya Trail, east of Northampton Avenue, south of Cheval Strett, and west of Broadhaven Boulevard
Proposed Development	125 single-family residences
Area	40.12 gross acres
Agent	Hall Development Services (Jim Hall)
Owner	SBEGC LLC
District	4
Comments Prepared by	Mary-Parker Scruggs, MaryParker.Scruggs@ocfl.net , 407-836-1537

EPD Review Summary:

- An Orange County Conservation Area Determination CAD 89-050 was completed with a certified survey of the conservation area boundary approved by the Environmental Protection Division (EPD) on 12/07/1993. This CAD does not expire. The CAD identifies wetlands on site.
- Any wetland encroachments will require submittal of an application for a Conservation Impact Permit to the Orange County Environmental Protection Division as outlined in Chapter 15, Article X Wetland Conservation Areas.
- Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as imperiled species (endangered, threatened, or species of special concern). The applicant is responsible to determine the presence of these concerns and to verify and obtain, if necessary, any required habitat permitting of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

FLUM Amendment Comments:

1. Historic CAD – An Orange County Conservation Area Determination CAD 89-050 was completed with a certified survey of the conservation area boundary approved by the Environmental Protection Division (EPD) on 12/07/1993. This CAD does not expire. The CAD identifies Class I wetlands.

**Orange County EPD Comments to the Local Planning Agency for the
2023-1 Regular Cycle Comprehensive Plan Amendments
November 30, 2022**

2. **Conservation Easement** – There is a recorded St. Johns River Water Management District Conservation Easement on site. Reference Official Record Book 5226, Page 2076.
3. **Class I Wetland Impacts** – The removal, alteration or encroachment within a Class I Conservation Area shall only be allowed in cases where: no other feasible or practical alternatives exist, impacts are unavoidable to allow a reasonable use of the land, or where there is an overriding public benefit, as determined before the Orange County Board of County Commissioners. *Reference OC Code Chapter 15, Article X Wetland Conservation Areas, Division 1 Generally, Section 364 Definitions, Subsection A.*
4. **Conservation Area Impacts** – In addition to any state or federal wetland permitting requirements, the applicant shall satisfy Orange County's wetland permitting requirements. Any wetland encroachments will require submittal of an application for a Conservation Impact Permit to the Orange County Environmental Protection Division. *Reference OC Code Chapter 15, Article X Wetland Conservation Areas.*
5. **No Clearing** – No construction, clearing, filling, alteration, or grading is allowed within or immediately adjacent to a conservation area or easement (includes the conservation area and the wetland setback/buffer) without first obtaining a Conservation Area Impact (CAI) permit approved by the county and obtaining other applicable jurisdictional agency permits. Submit a CAI permit application to Orange County Environmental Protection Division by mail or email to wetlandpermitting@ocfl.net. *Reference OC Code Chapter 15, Article X Wetland Conservation Areas.*
6. **Golf Cart Path Location** – The current aerials show that the golf cart path location is inconsistent with the existing CAD 89-050, the legal description provided by the applicant, and the Orange County Property Appraiser website. Provide an accurate survey of the current site conditions.
7. **Landfill Proximity** – The Orange County Landfill is located approximately 120 ft to the south of the parcel. This site may be adversely impacted by existing solid waste management activities. *Reference Orange County Comprehensive Plan, Solid Waste Element, Policy SW1.7.4.*
8. **Econ River Ordinance** – This site is located within the Econlockhatchee River Protection Ordinance area. Basin-wide regulations may apply. *Reference Orange County Code Chapter 15 Article XI.*
9. **Habitat Permit Compliance** – Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as imperiled species (endangered, threatened, or species of special concern). The applicant is responsible to determine the presence of these concerns and to verify and obtain, if necessary, any

**Orange County EPD Comments to the Local Planning Agency for the
2023-1 Regular Cycle Comprehensive Plan Amendments
November 30, 2022**

required habitat permitting of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

10. **Jurisdictional Coordination** – This environmental review only addresses Orange County environmental regulatory code, however, the project shall also obtain and comply with all other existing environmental permits and applicable environmental regulations of, but not limited to: the Army Corps of Engineers, the Florida Department of Environmental Protection, and the applicable Water Management District, the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC). It is possible that one of the other agencies could deny the request even if the County approves it, or they may have other natural resource protective requirements. Therefore, it is imperative that this proposed request be addressed on a multi-agency basis.

Additional EPD Comments:

1. **Erosion Control** – Use caution to prevent erosion during construction along the boundary of the property, into wetlands and buffers, and into all drainage facilities and ditches. Construction will require Best Management Practices (BMPs) for erosion control. Minimize the extent of area exposed at one time, apply perimeter controls where necessary, and perform maintenance checks every seven (7) days and after every 1/2-inch rain. The construction entry area shall be designed to prevent trucks from tracking soil onto local roads and the affected storm drainage system shall be protected. This may require periodic street sweeping. *Reference OC Code Chapter 34 Subdivision Regulations, Article VII Stormwater Management, Division 2 General Design Criteria, Sec. 250 Open Drainage Facilities, (g).*
2. **Site Assessment** – This property was formerly used as a golf course. This site may be the location of petroleum spills, agricultural related contamination, and fertilizer, pesticide, or herbicide spillage. If a Phase I Environmental Site Assessment (ESA) has been conducted on this site, then submit a copy with the revised plan package.
3. **Wetland Crossing** – The design shall include provisions for wildlife connectivity across or under roadways that traverse wetland systems and associated buffers. Road and pedestrian crossings of the wetland, floodplains and environmentally sensitive corridors shall be minimized and be designed to allow for unimpeded passage of wildlife.

AMENDMENT 2023-1-A-4-2 (Stoneybrook Enclave)

PROJECT SPECIFICS

Parcel ID: 01-23-31-0000-00-001 (portion of)
 Location: 2900 Northampton Avenue
 Acreage: ~40.12
 Request FLUM: From: Park Recreation Open Space (PR/OS)
 To: Low Density Residential (LDR)
 Request Zoning: From: Planned Development (PD)
 To: Planned Development (PD)
 Existing Development: Golf Course
 Development Permitted Under Current FLUM: Golf Course
 Proposed Density/Intensity: 125 Single-Family Residences

Trip Generation (ITE 11th Edition)

Land Use Scenario	PM Pk. Hr. Trips	% New Trips	New PM Pk. Hr. Trips
Existing Use: Golf Course	0	100%	0
Proposed Use: 125 Single-Family Residences	123	100%	123
Totals:	123		123

Net New Trips (Proposed Development less Allowable Development): 123

Future Roadway Network

Road Agreements: No
 Planned and Programmed Roadway Improvements: No
 Right of Way Requirements: No

Summary

The applicant is requesting to change ~40.12 acres from Park Recreation Open Space (PR/OS) to Low Density Residential (LDR) and rezone from PD to PD, to allow for the construction of single-family residences.

Analysis of the project trips from the currently approved under future land use versus the proposed use indicates that the proposed single-family residences will result in an increase in the number of 123 pm peak trips and therefore will impact the area roadways. The development will undergo further evaluation and will be required to mitigate capacity deficiencies on the transportation network in accordance with the requirements of the Orange County Concurrency Management System.

Roadway Capacity Analysis

A Traffic Study was submitted with the case for review and comment. The subject property is located adjacent to Alafaya Trail. Based on existing conditions, there are currently no deficient roadway segments within the project’s impact area. This information is dated and subject to change.

Based on the project trip distribution, 53% will be travelling NB on Alafaya Trail out of the development.

There are no deficient segments in the short-term year (2025) that are projected to operate at Level of Service “F” as a result of the background traffic and committed trips.

The horizon year (2040) showed that under the proposed FLUM designation, the following segments are projected to operate at Level of Service “F”:

- Alafaya Trail from Curry Ford Road to Golfway Blvd.
- Alafaya Trail from Golfway Blvd. to Avalon Park Blvd.
- Woodbury Road from Golfway Blvd. to Lake Underhill Road

Final permitting of any development on this site will be subject to review and approval under capacity constraints of the County's Transportation Concurrency Management System. Such approval will not exclude the possibility of a proportionate share payment in order to mitigate any transportation deficiencies. Finally, to ensure that there are no revisions to the proposed development beyond the analyzed use, the land use will be noted on the County's Future Land Use Map or as a text amendment to the Comprehensive Policy Plan.



**Eastwood-Stoneybrook Drainage Pattern from
Orange County Staff**



**EASTWOOD & STONEYBROOK
COMMUNITIES**

DRAINAGE PATTERNS

**FIGURE:
1**

**Jennifer Stickler, P.E. Civil Engineer, Kimley-Horn
Resume**



YEARS OF EXPERIENCE: 14+

EDUCATION

Bachelor of Science, Civil Engineering, University of Florida, 2008

REGISTRATIONS AND CERTIFICATIONS

Professional Engineer, FL, #76118

AFFILIATIONS

Member, International Council of Shopping Centers (ICSC)

PROFESSIONAL EXPERIENCE

Leads progress/review meetings, project timelines, infrastructure evaluation, preparation of preliminary conceptual master plans, implementation phasing, and QA/QC review of documents

Has worked on multi-tiered projects to ensure that the development of certain areas proceeded in accordance with updated standards and consistency for future ventures.

PROFESSIONAL SUMMARY

Jennifer is a professional civil engineer with more than 14 years of diverse experience. She is experienced with all types of land development/site civil services for commercial, hospitality, residential, retail, healthcare, and mixed-use projects. Her responsibilities include many aspects of site civil design services, including planning and obtaining entitlements, project management of multiple sub consultants, site design, stormwater management design/modeling, infrastructure evaluation, erosion and sedimentation control design, Americans with Disabilities Act (ADA) accessibility, utility system design and master planning, Quality Assurance/Quality Control (QA/QC) review of documents, agency permitting throughout the State of Florida, and construction phase services.

RELEVANT EXPERIENCE

North of Albert's Single-Family Subdivision, Horizon West, Winter Garden, FL Project manager. Kimley-Horn prepared final construction plans to develop a single-family subdivision consisting of 82-lot single-family detached homes and approximately 69 bungalows for Meritage Homes. The property is located in the Village Home District of the North of Albert's property. This plan package included plan and profile, grading, water distribution, reuse distribution, sanitary sewage facilities, stormwater management plan, and landscape and irrigation details. Our services also included a recreation area site plan for the main pool and amenity area, landscaping and irrigation, permitting, and construction phase services.

O-Town West, Orlando, FL — Project manager. Kimley-Horn is providing professional engineering, landscape architecture, and master planning services to develop 70 acres. At the project's inception, Kimley-Horn provided master site planning for the entire development. This multi-use project currently includes planning and design for 250,000 square feet of commercial retail and restaurant space, 894 multifamily units, 318,000 square feet of office space slated for the Marriott Vacations World Headquarters, and a future 165-room boutique hotel. Permitting is being obtained through Orange County, the Florida Department of Environmental Protection (FDEP), the South Florida Water Management District (SFWMD), the Florida Department of Transportation (FDOT), and the Reedy Creek Improvement District (RCID) Drainage Review.

Kerina – Southwest Town Center, Orlando, FL — Project manager. Kimley-Horn is providing professional engineering, landscape architecture, and master planning services for a Town Center Development. The development is located at the Northeast and Southeast corner of Apopka Vineland Road and a future connector road (Daryl Carter Parkway extension) and will include 105,000 square feet of retail, 400 multifamily units, office, grocer, and future outparcel infrastructure. Kimley-Horn is responsible for all civil engineering, landscape architecture, amenity design and permitting services, and construction phase services. Kimley-Horn serves as the prime consultant providing coordination with the architect, electrical engineer, biologist, surveyor, and geotechnical engineer. Permitting agencies consist of Orange County, FDEP, and SFWMD.

Griffin Farm Mixed-Use Development, Lake Mary, FL — Project manager. Kimley-Horn was retained to provide civil engineering and planning services for this 34.5-acre mixed-use property. The site includes 136,000 square feet of retail space, 265 apartments, and 150 single-family residences, offsite roadway improvement along Lake Mary Boulevard and Longwood Lake Mary Road, and a new signal design. The disciplines involved in this development include drainage, utilities, traffic control, signing/pavement marking, and signalization, as well as hardscape, landscape and amenity design. Our team was tasked with assisting with the comprehensive plan change, preparing preliminary and final planning documents, preparing preliminary and final subdivision plans for the property, preliminary site planning/design, site civil construction drawings, permitting services, master utility and stormwater design to serve the entire property, coordination with multiple subconsultants, and construction phase services. Permitting agencies included of City of Lake Mary, Seminole County, FDEP, and St. John's River Water Management District (SJRWMD).

Districtwide Miscellaneous Drainage Design/Review On-Call Services, FDOT District Five (2006), FL — Project engineer on the Kimley-Horn team that provided districtwide drainage design/review services for FDOT District Five's Maintenance Department. Typical tasks involved the evaluation of various drainage/maintenance problems with the subsequent recommendations and scope development, drainage connection permit reviews, and districtwide hurricane response.

Hubbard Place Single-Family Residential, Orlando, FL — Project manager. Kimley-Horn is providing professional consulting services for Hubbard Place single family development. The 17.93 acre property is being developed for 11 single-family lots. Kimley-Horn assisted with a large-scale comprehensive plan amendment to change the future land use, including expansion into the Urban Service Area and associated rezoning to Planned Development. Kimley-Horn provided master stormwater design and floodplain mitigation. Our specific services include application for small scale comprehensive plan amendment, conceptual site planning, rezoning, preliminary subdivision plan preparation (PSP), master

**Jim Hall, MURP, BLA, Hall Development Services
Resume**



Jim Hall, MURP, BLA

<http://HallDSi.com>

34 years of planning and design experience in central Florida; Mr. Hall is the Principal at Hall Development Services Inc. He has successfully completed projects in more than 50 different municipalities throughout the region. He has directed a wide variety of projects from complicated entitlement strategies to Form Based Codes to Transit Oriented Development to conceptual site plans to working with local governments. Jim’s extensive land planning experience includes permitting and entitlement acquisition, expert witness services, land acquisition due diligence, site design / master planning and development approval strategies. Additionally, he has a strong design background which provides exciting and realistic development solutions. Strong leadership skills allow the successful completion of projects in the complex public approval arena while balancing the many competing interests on complicated projects.

Specialties: urban design, master planned communities; resort projects, local regulatory entitlement projects; form based codes and expert witness testimony. Recent examples of large scale communities include the 1,200 acre The Grow and 1,600 acre Waterleigh in Orange County, a 1,300 acre Sunstone community in Groveland and in Lake County the 16,000 acre Wellness Way, 1,000 acre South Lake Crossings and 400 acre Hickory Groves. (see the HallDSi.com portfolio page).

Clients

Residential	Commercial	Mixed Use
Unicorp	Marriott Vacation Club	Starwood
DR Horton	Marriott International	South Lake Crossing
Lennar Homes	Host Marriott Corporation	PFD, LLC
K Hovnainian	Hilton Grand Vacations	TIAA CREF
Beazer Homes	Hilton Hotels	Pineloch
Picerne	Westgate Resort	Cameron Kuhn
MI Homes	Brandon Partners	Harbco
Meritage Homes	Fairfield Resorts	RIDA
Pulte Homes	Northern Star	Watkins
Debartolo	Lockheed Martin	Artegon
MI Homes	Foundry	DR Horton
Atlantic Housing	Sentinel	Altamonte Springs

Governmental Clients

Orange County, Osceola County, Lee County, Volusia County, City of Orlando, City of Ocoee, City of Clermont, City of Malabar, South Florida Water management District, Greater Orlando Aviation Authority, Central Florida expressway Authority, City of Altamonte Springs, City of Ocala, Town of Oakland

Expert Witness

Nr. Hall has been involved in approximately 700 litigation cases and has been qualified in the following counties; Brevard County, Lee County, Lake County, Palm Beach County, Citrus County, Volusia County, Marion County, Orange County, Seminole County, Escambia County, Pinellas County, Osceola County, Hillsborough County, Polk County

Education

MA, Urban and Regional Planning, University of Florida
BS, Landscape Architecture, University of Florida
BA, Anthropology, Miami University

Publications

"Building Healthy Community"; Professional Builder, August 2016
"SunRail Spinoff"; Forward Florida, April 2014
"Village People"; Forward Florida, December 2013
"Live, Work and Heal"; Florida AIA Newsletter; February 2009
"Reasonable Fee Standards"; AEDP Newsletter, October 2006
"GIS: Not Just for Planning Anymore"; AEDP Newsletter, October 2002
"Increase Sales with Exciting Site Design"; ARDA Magazine; September 2000

Land Use presentations:

- Chapter 1; Ills of Land Use
- Chapter 2; Reconsidering Suburbia
- Chapter 3; Complete Streets
- Chapter 4; Alternative Approach
- Chapter 5; Walkable Grid
- Chapter 6; Implementing New Urbanism
- Chapter 7; Transit Oriented Development
- Chapter 8; Corridor Redevelopment
- Chapter 9; Economics of Place;
- Chapter 10; The Cost of Free Parking

Awards / Appointments

UCF Real Estate mentor project; January 2019, 2020
Opened HalldSi; May 2018
Appointed Orange County Developer's Advisory Board; 2017-2022
APA; Presented development project The Grow at State Conference; 2016
Rollins College; senior project jury; 2014
Formed the Corrine Calming Coalition; 2012
AICP; Presented CM accredited TOD class; Seminole County, FL; 2011
Member of the Ethics Form Committee; Orange County, FL; 2010
AEDP; Guest Speaker on New Urbanism and Form Based Code; 2010
Audubon Park Garden District; Design Committee; 2009
Rollins College, guest lecturer at Hamilton Holt School; 2005 through 2018
AEDP; President; 2007 – 2010; Board of Directors; 2003 – 2006
ULI; Guest Speaker on Development Rights; 2005
PD Ordinance Creation Team member; Town of Oakland, FL; 2005
Association of Eminent Domain Professionals; Guest Speaker; 2004
Association of Eminent Domain Professionals; Guest Speaker; 2002
Orange County International Drive Design Guideline Committee; 2002
Orange County North Buena Vista Design Guideline Committee; 2000
ARDA Design Golden Award; 1999; MVCI's Grande Vista Resort
Urban Land Institute; Speaker on Timeshare; 1998
Home Builders Association; Speaker on Eminent Domain; 1997
Orange County Access Committee Member; 1996
Orange County Land Development Code Revision Committee Member; 1995
AIA Urban Design Committee; 1995
Growth Management Conference; Speaker on Eminent Domain; 1994
FPZA Conference; speaker on Neo-Traditional Design; 1992
Orange County Land Development Code Committee Member; 1991
Orlando Chamber of Commerce Design Taskforce Member; 1990
Alachua County Sign Ordinance Taskforce; 1988
University of Florida Student Award of Excellence; 1987
Alachua County Impact Fee Committee Member; 1987
Alachua County Greenbelt Taskforce; 1986
City of Gainesville Design Award; 1986; Thornebrook Village
ASLA Award of Scholastic Excellence; 1983

Contact

407.257.9235 | 1302 Osprey Avenue | Orlando, Florida | 32803 | jimhall@halldsi.com

**Eric Raasch, AICP, Inspire Placemaking Collective
Resume**

Eric Raasch, Jr., AICP

Principal

PROFILE:

Eric is a professional planner with more than 15 years of experience. Having spent twelve years in the public sector, including two years as Orange County's Planning Administrator, he possesses extensive management and development review experience. Eric's local government experience also includes comprehensive planning, land development code writing, GIS analyses, and public engagement.

LOCATION:

Orlando, FL

TOTAL YEARS EXPERIENCE:

15

YEARS WITH INSPIRE:

2

REGISTRATIONS:

- AICP #026377

HIGHLIGHTED SKILLS:

- Comprehensive Planning
- Land Use Entitlements
- Development Review
- Geographic Information Systems (GIS)
- Community Engagement

EDUCATION:

- Master of Real Estate Development, University of Maryland, College Park, MD, 2008
- Bachelor of Science in Business Administration, Economics, University of Central Florida, Orlando, FL, 2005

PROFESSIONAL

MEMBERSHIPS:

- American Planning Association (APA)
- American Institute of Certified Planners (AICP)

AWARDS:

- N/A

Hillsborough County Commercial Locational Criteria (CLC)

Principal Planner | Hillsborough County City-County Planning Commission, FL | 2021 - 2022

Participated in the assessment of the County's Commercial Locational Criteria (Objective 22), which identifies the potential location and maximum size of neighborhood-serving commercial uses permitted within residential future land use categories.

- Reviewed existing regulations
- Provided recommendations on how to improve the CLC

Alligator Chain of Lakes Conceptual Master Plan

Project Manager | Duval County, FL

Large-scale master planning effort for an 8,500-acre district within the Urban Growth Boundary expansion area; identified open space systems, street network and land uses, and developed implementing comprehensive plan policies.

- Conducted data and analysis
- Performed existing conditions analysis
- Wrote the Comprehensive Plan Element

Comprehensive Plan Update

Principal Planner | Sumter County, FL

A Plan Update to document a new community vision that addresses the impacts from the rapid influx of retirees in one of the fastest-growing counties in the state.

- Assisted with the preparation of public engagement exercises
- Participated in three public workshops throughout the County
- Provided policy recommendations according to the communities' visions

Comprehensive Plan & Downtown Master Plan

Principal Planner | Wake County, NC | 2023 - Ongoing

An update to the Comprehensive Plan and the creation of a Downtown Master Plan with a focus on public engagement, character preservation, and managed growth.

- Assisted with public engagement

Agritourism Land Development Code Amendments

Principal Planner | Tallahassee, FL | 2022

Update to the County's LDC to define agritourism and provide additional regulations and processes for large-scale agritourism operations with substantial offsite impacts.

- Performed statutory research on agritourism uses
- Assisted in the drafting of LDC amendments to require Special Permits for uses that result in substantial offsite impacts

Community Redevelopment Plan Update (Downtown)

Principal Planner | Jacksonville, FL | 2022

Updating the Historic Area Community Redevelopment Plan and extending the operational timeframe of the Agency.

- Collaborated on policy development and strategy
- Oversaw scheduling and provided assistance on QA/QC of deliverables

Finding of Necessity Study and Community Redevelopment Plan Update (Downtown North)

Principal Planner | Orlando, FL | 2022

A Finding of Necessity Report to expand the CRA boundaries and updated plan to memorialize boundary changes.

- Provided Senior Review of the Finding of Necessity Study and Blight Matrix
- Oversaw scheduling and QA/QC of all deliverables

Finding of Necessity Study

Principal Planner | Lake Wales, FL

A Finding of Necessity Study for potential expansion of the CRA boundary and Redevelopment Plan Update.

- Provided Senior Review of the Finding of Necessity Study and Blight Matrix
- Oversaw scheduling and QA/QC of all deliverables

Finding of Necessity Study

Principal Planner | Lake Wales, FL

A Finding of Necessity Study for potential expansion of the CRA boundary.

- Provided Senior Review of the Finding of Necessity Study and Blight Matrix
- Oversaw scheduling and QA/QC of all deliverables

Development Review

Senior Project Manager | Minneapolis, MN | 2022 - ongoing

Currently co-managing an On-Call Planning Consulting Services Agreement with the City of Minneapolis. The contract calls for assistance with the review of land development applications and other general planning and zoning matters.

- Review preliminary subdivision plats, site plans, construction plans, final plats, as built drawings, and lot splits for consistency with adopted regulations and prior approvals
- Attend development review committee meetings on behalf of the City

Development Review

Principal Planner | Minneapolis, MN | 2016 - ongoing

On a recurring, as-needed basis, review development applications according to the City's Land Development Code and Comprehensive Plan as part of our continuing services agreement with the City.

- Review site plans, preliminary subdivision plats, final plats, and PUDs
- Prepare comment report memorandums for each review

Lake County Development Review Series

Principal Planner | Tallahassee, FL | 2022

Mr. Raasch is currently managing an On-Call Planning Consulting Services Agreement with Lake County. The contract calls for assistance with the review of development applications for consistency with the Land Development Code and Comprehensive Plan.

- Review site plans, preliminary subdivision plats, final plats, and PUDs
- Prepare comment report memorandums for each review

Royal Palm Companies

Central Florida Land Planner | 2022 - 2020

Mr. Raasch acted as the local contact for Miami-based Royal Palm Companies for multifamily entitlements for the Central Florida region. In this role, Mr. Raasch performed due diligence, Future Land Use Map amendments, PD rezonings, and site plan coordination for five sites totaling over 1,500 units within multiple jurisdictions.

Orange County Government

Planning Administrator | 2019 - 2017

As the Mayor's appointee as Chairman of the Development Review Committee (DRC), Mr. Raasch was responsible for staff recommendations on 300-400 DRC cases annually. Mr. Raasch was the staff liaison to the Board of County Commissioners on land use matters and an appointed member of the County's Road Agreement Committee.

Chief Planner | 2017 - 2019

As Chief Planner, Mr. Raasch was the staff liaison and primary contact for the County's Planning and Zoning Commission. Mr. Raasch was responsible for staff recommendations on approximately 80 rezoning cases annually. In this role, Mr. Raasch led the County's Current Planning Section and supervised a team of five planners.

Assistant Planning Administrator and Development and Review Committee Leader | 2016 - 2017

As Assistant Planning Administrator, Mr. Raasch managed the DRC office and directly supervised two Development Coordinators. Additionally, he acted as a project manager for high-profile and staff-expedited DRC applications at the request of the County Administrator's Office.

Principal Planner | 2013 - 2016

As Principal Planner, Mr. Raasch reviewed conventional rezonings, Land Use Plans, Preliminary Subdivision Plans and Development Plans for consistency with the Orange County Code. Additionally, Mr. Raasch prepared staff reports for the Planning and Zoning Commission and Board of County Commissioners. Mr. Raasch also facilitated numerous public engagement efforts on behalf of the Planning Division.

Planner | 2011 January - 2010

As a Planner for the Comprehensive Planning Section, Mr. Raasch made recommendations on amendments to the County's Comprehensive Plan, assisted in the preparation of the Horizon West Town Center Land Development Code, and reviewed various development proposals for consistency with the County's Land Development Code and Comprehensive Plan.

City of Casselberry

Planner I (2009-2012)

As a Planner I, Mr. Raasch coordinated the City's DRC, reviewed site plans, subdivision plans, plats, rezonings, and Future Land Use Map amendments. Mr. Raasch maintained the City's GIS database, represented the City on various MetroPlan Orlando (MPO) boards, completed special projects, and presented to the City Commission, Planning and Zoning Commission, Board of Adjustment, and Community Redevelopment Agency.

Planning Technician (2006-2009)

As a Planning Technician, Mr. Raasch processed over 450 acres Future Land Use Map amendments to increase the density and intensity of the City's commercial corridors from 13 DU/acre and 0.35 FAR to 30 DU/acre and 1.5 FAR. Mr. Raasch also reviewed and processed building permits, conditional use applications, and variances.