

IN THE CIRCUIT COURT,
NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE
COUNTY, FLORIDA

WINDERMERE COUNTRY CLUB, LLC,
A Florida limited liability company,

Petitioner,

CASE NO. 2016-CA-009999-O

v.

ORANGE COUNTY, FLORIDA,
a charter county and a political
subdivision of the State of Florida, and
the BOARD OF COUNTY
COMMISSIONERS OF ORANGE
COUNTY, FLORIDA,

Respondents.

_____/

STATE OF FLORIDA:
COUNTY OF ORANGE:

AFFIDAVIT OF CHRISTOPHER J. WILSON

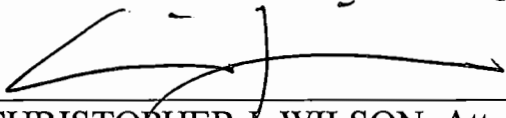
Before me, the undersigned authority, personally appeared Christopher J. Wilson, who after being duly sworn states:

1. My name is Christopher J. Wilson, I am over the age of eighteen (18), have personal knowledge of each of the facts stated in this affidavit, and am competent to testify to those statements.

2. I am the attorney for Windermere Country Club, LLC in the above-captioned matter.

3. I have practiced in land use and zoning law for the past eleven years.

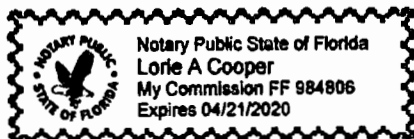
4. A copy of my current resume is attached as Exhibit A.

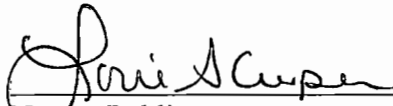

CHRISTOPHER J. WILSON, Attorney
For Windermere Country Club, LLC

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 24th day of January, 2017 by Christopher J. Wilson, Attorney for Windermere Country Club, LLC, who is personally known to me or who produced _____ as identification.

[Notary Seal]




Notary Public
Printed Name: LORIE A COOPER
My Commission Expires: 4-21-2020



MARCHENA AND GRAHAM, PA

ATTORNEY PROFILE



CHRISTOPHER J. WILSON

CONTACT INFORMATION

976 Lake Baldwin Lane
Suite 101
Orlando, FL 32814

Phone: 407-658-8566
Fax: 407-281-8564

Email: cwilson@mgfirm.com

POSITION

Shareholder

ADMITTED

Florida 2005

EDUCATION:

FLORIDA STATE COLLEGE OF LAW

Tallahassee, Florida
May, 2005
Juris Doctor, Cum Laude

UNIVERSITY OF FLORIDA

Gainesville, Florida
Dual B.S. June, 2000 in
Marketing/Management
Minor in Economics

EMPLOYMENT:

Marchena and Graham, P.A.
Attorney at Law, August, 2005- Present.
Office of the United States Trustee, Department of Justice
Law Clerk, July, 2004 - August 2004
Carson and Adkins, P.A.
Law Clerk, May 2003 - August, 2004
First North American National Bank
Financial Trainee Program, July 2000 - July 2002

ACTIVITIES AND HONORS:

Law: Judicial Extern to the honorable Lewis Killian,
United States Bankruptcy Court; Northern
District of Florida
Book Award; Conflict of Laws.
Personal: Eagle Scout
Private Pilot

MEMBER:

Orange County Bar Association
Florida Airports Council, Member
Real Property, Probate and Trust Law Section of Florida Bar

PERSONAL DATA:

Place of Birth: Winter Park, Florida
Marital Status: Married to Marty
Children: Audrey, James, Graham and Henry

Mr. Wilson's practice is concentrated in real estate transactions and title matters, airport law, government law, land use and zoning law, environmental law (state and federal), business transactions, commercial leases and construction contracts. Specifically within airport law Mr. Wilson provides counsel related to airport compliance, noise, land use and the National Environmental Policy Act.

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Respondents.

STATE OF FLORIDA:
COUNTY OF ORANGE:

AFFIDAVIT OF BRYAN DECUNHA

Before me, the undersigned authority, personally appeared Bryan DeCunha,
who after being duly sworn states:

1. My name is Bryan DeCunha, I am over the age of eighteen (18), have
personal knowledge of each of the facts stated in this affidavit, and am competent to
testify to those statements.

2. I am the sole owner and Manager of Windermere Country Club, LLC.

3. I am a golf course and country club developer and operator and have been involved with golf course operations since 1998.

4. I have developed two golf courses in the greater Toronto area, the Royal Ontario Golf Club and Dragon's Fire Golf Club.

5. My partner in the Royal Ontario Golf Club bought me out in 2006 due to my focus on development of the Dragon's Fire Golf Club.

6. The Dragon's Fire Golf Club is successfully operating and has won the following awards:

- Best New Course in the Greater Toronto Area
- Awarded Best Par 3 and Best Par 5
- Platinum Award winner in Readers' Choice Awards in Hamilton, Burlington, Oakville, Mississauga and Flamborough. These surrounding cities represent a population base of approximately 2 million people.
- The coveted Award presented by Textron Financial for Innovation and Achievement in the golf course industry in 2009.

7. I purchased Windermere Country Club, LLC on April 29, 2011 with the intent to operate it as a golf course and country club.

8. After several years of operating at a loss, my partners refused to continue to lose money and they required me to buy them out.

9. The golf course continued to operate at a loss and additionally required significant capital expenditures, such as replacing the failed irrigation system, replacing the golf cart fleet, dealing with a contamination issue and a requirement to connect to County water were all cost prohibitive. Together the cost of these capital projects exceed approximately THREE MILLION TWO HUNDRED DOLLARS AND NO/100 (\$3,200,000.00).

10. Membership has declined since 2011 and revenues were insufficient to operate the Windermere Country Club, LLC and pay the roughly sixty (60) required staff to continue the operation of Windermere Country Club, LLC.

11. The result of the failing irrigation system, a roughly ONE MILLION TWO HUNDRED THOUSAND DOLLAR AND NO/100 (\$1,200,000.00) expense to replace, was that the golf course started to deteriorate with substantial dry areas on the greens and fairways.

12. In April, 2016, I made the difficult decision to close the Windermere Country Club, LLC golf course and club house, as it was no longer economically feasible to operate.

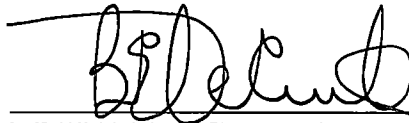
13. Prior to and subsequent to closure, there were incidents of vandalism, which required that I install a perimeter fence to protect the property.

14. I have not received any offer to purchase the Windermere Country Club, LLC "AS IS" without approval for residential development. I have received

multiple Letters of Intent, all of which require that Plat Notes 12 and 13 be partially vacated by Orange County, as I previously requested.

15. The County's actions and delays in addressing my rezoning application and petition to vacate have and continue to deprive Windermere Country Club, LLC of all economic use of the Windermere Country Club, LLC property.

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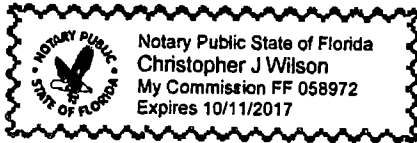


BRYAN DECUNHA, Manager
Windermere Country Club, LLC

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 18th day of January, 2017 by Bryan DeCunha, Manager of Windermere Country Club, LLC, who is ~~personally known to me~~ or who produced FL Drivers License as identification.

[Notary Seal]




Notary Public

Printed Name: _____

My Commission Expires: _____

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COMMISSIONERS OF ORANGE
COUNTY, FLORIDA,

Respondents.

STATE OF FLORIDA:
COUNTY OF ORANGE:

AFFIDAVIT OF KENDELL KEITH, RLA

Before me, the undersigned authority, personally appeared Kendell Keith,
who after being duly sworn states:

1. My name is Kendell Keith, I am over the age of eighteen, have personal
knowledge of each of the facts stated in this affidavit, and am competent to testify
to those statements.

2. I am the President of Oak Hill Planning Studio, LLC and am a registered/licensed Landscape Architect.

3. Attached hereto as Exhibit A is a copy of my current CV.

4. This rezoning application meets the requirements of the Orange County Code, is consistent with the Comprehensive Plan and is compatible with the surrounding R-CE-C residential development. There is no code requirement for open space for this Plan.

5. Attached hereto as Exhibit B is a true and correct copy of my report dated January 11, 2017.

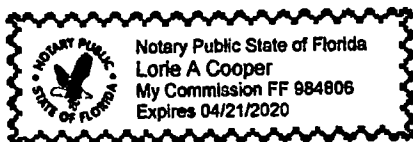


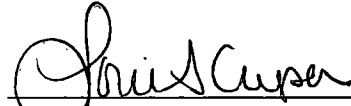
KENDELL KEITH, RLA
President, Oak Hill Planning Studio, LLC

STATE OF FLORIDA
COUNTY OF ORLADO

Sworn to and subscribed before me this 20th day of January, 2017 by KENDELL KEITH, RLA, President of Oak Hill Planning Studio, LLC, who is personally known to me or who produced Florida Driver License as identification.

[Notary Seal]





Notary Public
Printed Name: LORIE A COOPER
My Commission Expires: 4-21-2020

Kendell Keith, RLA
President
Oak Hill Planning Studio, LLC
3674 Lower Park Road
Orlando, Florida 32814

EDUCATION

Master of Business Administration,
Rollins College,
Winter Park, Florida (2006)

Graduate Certificate in Real Estate,
Joint Degree Program,
Georgia State University, Atlanta, Georgia (1991)

Master of City Planning,
Georgia Institute of Technology,
Atlanta, Georgia (1991)

Bachelor of Landscape Architecture,
University of Georgia,
Athens, Georgia (1987)

REGISTRATION

Florida Landscape Architecture License 1525 (1992)

PLANNING EXPERIENCE

Landscape Architect – 01/1988 to 03/1990
SRSS Architects
Atlanta, Georgia

Planner - 08/1991 to 10/1993
City of Kissimmee Planning
Kissimmee, Florida

Senior Project Manager - 03/1999 to 04/2006
MSCW, Inc.
Orlando, Florida

President – 05/2016 to Present
Oak Hill Planning Studio, LLC
Orlando, Florida

Research Associate – 03/1990 to 06/1991
Carter Associates
Atlanta, Georgia

Senior Planner - 10/1993 to 11/1996
Chief Planner - 11/1996 to 03/1999
Orange County Planning Division
Orlando, Florida

Principal, EVP - 05/2006 to 04/2016
Planning Design Group, LLC
Orlando, Florida

EXEMPLARY PROJECT EXPERIENCE

The Preserve at Lakeside Village

Working on behalf of the property owners, Kendell prepared a Small Area Study to support the conversion of an area adjacent to Walt Disney World from Rural to allow for 117 single family lots. Kendell prepared the Comprehensive Plan Amendment, Planned Development Land Use Plan, and concept plans. Kendell represented the project at all public hearings and in negotiations with various agencies to ensure road and school capacity.

Winter Haven Town Center Concept Plan

Kendell was hired by a private Developer to conduct a site analysis and prepare a masterplan for a Community Redevelopment Area (CRA) in the City of Winter Haven for approximately 160 acres. The proposed master plan is for the Winter Haven Town Center which is proposed for more than 500,000 square feet of retail and restaurants, 560 multi-family units, 300-room Hotel, Civic/Theatre, Recreation/Aquatic Center and Splash Park and City Park/Boat Launch expansion.

Frye Center Planned Development Land Use Plan

Kendell prepared the Planned Development Land Use Plan for the 139-acre Frye Center PD and represented the project at the public hearings. Planning Design Group also assisted in negotiations with the County and other property owners to secure the required public facilities for roads, schools and the Village Center Park. Planning Design Group continues to work on the project by coordinating the efforts of the Civil Engineer and Architect in creating development plans that adhere to the vision of a mixed-use village center for the Horizon West area of Orange County.

Orange County, Florida - Continuing Professional Services

Kendell prepared an Update to the Orange County Parking Standards to provide flexibility in development approvals; and an analysis of the Economic Return on New Urbanism to determine benefit and cost increment and their impact on the provision and realization of adequate Workforce Housing.

KB Home - Continuing Planning Services

For KB Home, the Kendell created an Architectural Standards Guidebook of the design requirements for residential development within the Horizon West area of Orange County. This Guidebook provides the KB Home Team a quick reference guide for a visual interpretation of the Orange County code requirements. Kendell also prepared Planned Development land use plan amendments for various projects within Orange and Volusia Counties. Kendell has successfully represented KB Homes' interests in these projects before Orange County Government, City of Apopka and City of New Smyrna Beach.

Economic Return on New Urbanism - Orange County Continuing Planning Services

Under a continuing services contract with Orange County, Kendell facilitated two focus group discussions with developers and professionals with experience in developing New Urbanism projects. To prepare for the meetings, participants were given a set of questions regarding the cost and profitability of developing New Urbanism projects. The purpose of the study was to gain a better understanding of the cost and market factors associated with New Urbanist developments in Central Florida. Kendell prepared a report summarizing the discussions with support from outside research and surveys.

Innovation Place Development of Regional Impact

Kendell was the project manager for this 1,200 acre DRI in southeast Orange County. Located in the heart of Orange County's Innovation Way economic development initiative, this project is currently planned for up to 8,500 residential units, 2.2 million square feet of office space, and 1.2 million square feet of retail development.

North Jacksonville Shared Vision Plan

Kendell was the project planner for this long-range planning effort for approximately 150,000 acres in the City of Jacksonville, Florida. This project won the 2003 Best Public Project Award from the Florida Planning and Zoning Association.

City View at Hughes Square, Orlando, Florida

Kendell was the project manager to establish development entitlements for this urban redevelopment project in the Parramore district of Downtown Orlando. The project included a new, five-story corporate headquarters for Hughes Supply; 210,000 square feet of retail/office space; a 1,000-space parking garage; and a 266-unit apartment complex.

Lakeside Village, Specific Area Plan, Orange County, Florida

As project manager for Orange County, Kendell facilitated the public involvement process for the sector plan and coordinated the efforts of various County Divisions to adjust the Specific Area Plan, development guidelines, and Adequate Public Facilities/Transfer of Development Rights Ordinances. Adopted in May 1997, Lakeside Village encompasses over 3000 acres and is projected to build out with 10,400 dwelling units in three neighborhoods focused around neighborhood centers and one 60 acre Village Center. Lakeside Village received the 1997 Florida Planning and Zoning Association's Outstanding Innovation Award and the American Institute of Architects' Certificate of Appreciation at the Spotlight on Livable Communities Regional/Urban Design Committee 1998 Spring Forum.

Horizon West Study and Shared Visioning Process

As a Senior Planner for Orange County, Kendell coordinated the public involvement process with the various County Divisions for the Horizon West Study. The study area included 66,000 acres in Orange and Lake Counties. The process resulted in specific recommendations for land use policy and the new Village Land Use Classification Amendment to the Orange County Comprehensive Growth Management Plan. A model for future growth management in Orange County, the Horizon West study received the Florida Planning and Zoning Associations' 1995 Innovative Planning Award.

Beck Property Planned Development, Orange County, Florida

79 acres; 300 housing units; mix of single-family and townhomes in infill development.

Riverside Townhomes, Orange County, Florida

11.3 acres; 73 Townhomes and 2 acres commercial; redevelopment of existing mobile home park.

Summerport Planned Development, Orange County, Florida

1,222 acres; 2,624 housing units; 316,324 square foot commercial Planned Development (Horizon West).

Northshore at Lake Hart Planned Development, Orange County, Florida

1,354 acres; 1,976 housing unit; golf course community in southeast unincorporated Orange County.

Yates Planned Development, Orange County, Florida

750 acres; 2,500 housing unit community in south unincorporated Orange County.

Independence Planned Development, Orange County, Florida

Orange County, Florida – 1,400 acres; 2,491 housing units; 20,000 square foot commercial Planned Development (Horizon West).

City of Jacksonville Commercial Design Guidelines

Prepared a preliminary draft of the City's Commercial Design guidelines to address architectural and site design standards for urban and suburban commercial development.

Pratt Property PUD, City of Haines City

Prepared annexation, development impact analysis and rezoning application for 213-unit, 64 acre development on the north side of the City of Haines City.

MEETING FACILITATION

Innovation Place DRI Charette

Horizon West Shared Vision Charette

Orlando Board of Realtors Annual Roundup

Volusia Growth Management Commission

Volusia County League of Women Voters

FPZA Monthly Luncheons

Instructor for the Orlando Metro Section AICP study course

Facilitator and participant in the Urban Land Institute's Urban Plan II, a mentoring program with

Jones High School and Olympia High School in Orlando, Florida

Annual field trip and presentation for the University of Georgia School of Environmental Design

**Windermere Country Club
Butler Bay Cluster Plan (RZ-15-10-038)
Planning Analysis**

Prepared By:

**Kendell Keith
OAK HILL PLANNING STUDIO, LLC
3674 Lower Park Road
Orlando, Florida 32814
Tel: (407) 865-4554
Email: kkeith@oakhillplanning.com**

January 11, 2017

Windermere Country Club Butler Bay Cluster Plan (RZ-15-10-038) Planning Analysis

BACKGROUND

This analysis is provided in support of the proposed amendment to the Butler Bay Cluster Plan to allow the redevelopment of the existing Windermere Country Club golf course into single family residential homes. The subject property is located in the West Windermere Rural Settlement. The proposed cluster plan amendment is a request to allow development of 95 single family homes, plus open space, on 155 gross acres. The minimum lot size is one-half acre.

The subject property is designated as Rural Settlement (1 dwelling unit per acre) within the West Windermere Rural Settlement. The West Windermere Rural Settlement is one of 22 Rural Settlements that were created within the Orange County Comprehensive Plan to recognize communities that existed prior to the adoption of the 1991 Comprehensive Policy Plan. The West Windermere Rural Settlement is NOT one of the five Rural Settlements recognized by Policy FLU6.2.2 as part of Orange County's heritage and historic preservation. The West Windermere Rural Settlement almost completely surrounds the Town of Windermere and is almost entirely designated for residential development at a density of one (1) dwelling unit per acre.

DENSITY

According to Orange County Comprehensive Plan Policy FLU1.1.2.C., density is measured by dividing the total number of units by the developable acreage. Developable acreage is defined as gross acreage minus conservation areas (wetlands) and natural water bodies. The golf course property consist of 155.3 gross acres with 12.6 acres in existing conservation areas for a net developable area of 142.7 acres, or a maximum of 142 dwelling units. The remainder of the Butler Bay cluster plan, outside of the 155 acre golf course property consists of 330.1 acres of net developable land, for a total of 472.8 acres of net developable land, or 472 maximum total dwelling units.

FLU1.1.2(C) Density and Floor Area Ratio (FAR) calculation is 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. In order to include new Class I, II and III conservation areas in the density and FAR calculations, the parcels shall have an approved Conservation Area Determination (CAD) and an approved Conservation Area Impact permit from the Orange County Environmental Protection Division.

The proposed development of 95 single family lots, combined with the existing development of 327 lots, totals 422 dwelling units on the 472.8 acres of net developable land. By allocating 47

of the existing units to the golf course property, the density of the original development remains at .85 dwelling units per acre, while the density of the golf course property is 1 dwelling unit per acre. The final combined density of .89 units per acre is consistent with the Future Land Use designation of Rural Settlement, maximum of 1 dwelling unit per acre. The final calculations are shown below in a table from the proposed cluster plan:

ALLOWABLE UNIT CALCULATIONS

1. NET DEVELOPABLE AREA WITHIN GOLF COURSE PARCEL:

155.3 AC.	TOTAL GOLF COURSE PARCEL AREA
12.6 AC.	TOTAL PLATTED CONSERVATION AREA
142.7 AC.	NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY

2. NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA:

472.8 AC.	TOTAL NET DEVELOPABLE AREA WITHIN CLUSTER PLAN (PER EXISTING CLUSTER PLAN)
142.7 AC.	NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY (PER CALCULATION ABOVE)
330.1 AC.	NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA

3. TOTAL ALLOWABLE UNITS ON LAND WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE PROPERTY:

$$330.1 \text{ AC.} \times 0.85 \text{ UNITS/AC.} = 280 \text{ UNITS}$$

4. EXISTING BUILT UNITS TO BE ALLOCATED TO GOLF COURSE PROPERTY:

327 UNITS	TOTAL EXISTING PLATTED UNITS IN CLUSTER PLAN (PER PLATS)
-----------	--

$$327 \text{ UNITS} - 280 \text{ UNITS} = 47 \text{ UNITS}$$

5. ALLOWABLE UNITS ON GOLF COURSE PROPERTY

142.7 AC.	NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY
142 UNITS	TOTAL UNITS BASED ON 1 UNIT/AC.

$$142 \text{ UNITS} - 47 \text{ UNITS} = 95 \text{ UNITS}$$

OPEN SPACE

In accordance with Orange County Code, one of the intents and purposes of the R-CE-Cluster zoning district is to enhance the living environment through the creation of permanent open space. Residential open space requirements per Section 24-29(e), Orange County Code, state that no common open space is required in developments that are less than or equal to one unit per acre. All required open space in R-CE-Cluster Plans is in private open space (as defined by Sec. 24-26) within the setbacks and yards of the single family homes. The golf course development on the subject property is not identified as open space on the existing Butler Bay cluster plan and was not used in the calculation of any required open space.

The proposed development will provide permanent open space in the form of 50-foot minimum buffers between existing and proposed single family lots. While not required to meet

the open space requirements of Orange County Code, this new open space will be consistent with stated intents and purposes of the R-CE-Cluster district and will help preserve the rural character of the area, consistent with objective FLU 6.3, and policies FLU 6.2.5 and FLU6.2.6 of the Orange County Comprehensive Plan:

***OBJ FLU6.2 RURAL SETTLEMENTS.** Rural Settlements provide for a rural residential lifestyle. In some instances, Rural Settlements allow a transition of rural areas adjacent to the Urban Service Area while avoiding development in active agricultural areas. Rural Settlements were intended to recognize and preserve existing development patterns at the time the CP was adopted in 1991. The creation of Rural Settlements recognized the need to maintain agricultural areas and rural uses in the Rural Service Area, while providing for rural communities.*

***FLU6.2.5** The permitted densities and intensities of land use within the Rural Settlements shall maintain their rural character. Factors to be considered shall include lot size, open space and views, tree canopy, building location and orientation, and compatibility with existing land uses. Density and Floor Area Ratio (FAR) calculation shall be defined as the language specified in Future Land Use Element Policy FLU1.1.2(C).*

***FLU6.2.6** The Future Land Use Map shall reflect the permitted densities of development within the Rural Settlements. Clustering of units with dedicated open space shall be allowed so long as the overall density does not exceed that specified on the Future Land Use Map. Density and Floor Area Ratio (FAR) calculations shall be defined as the language specified in the Future Land Use Element Policy FLU1.1.2(C).*

Clustering shall be supported to maintain the rural character through preservation of open space and lot layout and design. Generally recognized and accepted conservation subdivisions can be used where they minimize impacts on areas with rural character provided their use is consistent with the overall intent of Rural Settlement boundaries.

COMPATIBILITY

The term compatibility is used in growth management to evaluate the interrelationship of dissimilar uses, and how to mitigate the impacts that one land use may have on other land uses. In the definitions section of Florida Statutes, Chapter 163 (Community Planning Act), Part II, Section 163.3164 states that "compatibility" means a "condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition." At no point does the Orange County Code, the Orange County Comprehensive Plan, or Florida Statutes contemplate that the same use on adjacent properties would be incompatible.

In the case of the Butler Bay Cluster Plan, the subject property is being converted from a privately held recreational business to residential development that matches the existing development in minimum lot size, minimum house size, setbacks, and all other development

standards. By providing access to the new development only to existing external roads, the residents of the existing Butler Bay cluster plan will gain privacy due to the elimination of public golf course traffic. The addition of a 50-foot setback between all existing and proposed residential development, as measured by the closest lot lines, assures that the proposed development is fully compatible, and in fact consistent with, the existing development within and around the Butler Bay Cluster Plan.

CONCLUSION

The proposed development associated with the amended Butler Bay Cluster Plan is absolutely consistent with the Orange County Comprehensive Plan in regards to compatibility with the existing development patterns of the area. The proposed development is within the maximum density of one dwelling unit per acre and, with the additional open space, will maintain the rural character of the area.

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 policies 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.

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a charter county and a political
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the BOARD OF COUNTY
COMMISSIONERS OF ORANGE
COUNTY, FLORIDA,

Respondents.

_____/

STATE OF FLORIDA:
COUNTY OF ORANGE:

AFFIDAVIT OF JAMIE T. POULOS, P.E.

Before me, the undersigned authority, personally appeared Jamie T. Poulos,
who after being duly sworn states:

1. My name is Jamie T. Poulos, I am over the age of eighteen, have
personal knowledge of each of the facts stated in this affidavit, and am competent to
testify to those statements.

2. I am a Partner in Poulos & Bennett and am a Registered Professional Engineer in Florida, Mississippi, North Carolina, and Alabama, a LEED Accredited Professional and a FDEP Certified Erosion and Sediment Control Inspector.

3. Attached hereto as Exhibit A is a copy of my current CV.

4. The Lake Butler Bay Cluster Development Plan was prepared by my firm and meets all Orange County Code requirements for an R-CE-C rezoning and is attached hereto as Exhibit B is a true and correct copy of the Lake Butler Bay Cluster Development Plan.

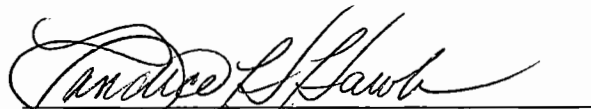
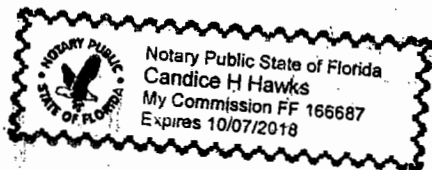


JAMIE T. POULOS, PE
Partner, Poulos & Bennett

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 23rd day of January, 2017 by JAMIE T. POULOS, PE, Partner in Poulos & Bennett, who is personally known to me or who produced as identification.

[Notary Seal]



Notary Public
Printed Name: Candice H. Hawks
My Commission Expires: 10/07/2018

JAMIE T. POULOS, P.E.

PARTNER



Experience

20 years

Certifications

Florida Registered Professional Engineer (No. 57568)

Alabama Registered Professional Engineer (No. 34136)

Mississippi Registered Professional Engineer (No. 26327)

North Carolina Registered Professional Engineer (No. 43437)

LEED® Accredited Professional

FDEP Certified Erosion and Sediment Control Inspector (No. 2359)

Education

*Master of Science, Civil Engineering,
University of Central Florida
Orlando, Florida*

*Bachelor of Science,
Environmental Engineering,
University of Central Florida
Orlando, Florida*

Jamie Poulos has over 20 years of experience in civil engineering, stormwater management, drainage design, and land development design in both the public and private sectors. His experience includes due diligence analyses, master stormwater plans, master utility plans, representation at public hearings, and the design and preparation of site civil engineering construction plans for greenfield, urban infill, and redevelopment sites for residential and commercial projects. He has extensive knowledge of federal, state, regional, and local stormwater and land development regulations. Jamie's permitting experience includes local governments, water management districts, the Federal Emergency Management Agency (FEMA), and the Florida Department of Environmental Protection (FDEP). Jamie is also a LEED Accredited Professional and experienced in LEED project design. Jamie also served as an adjunct professor at the University of Central Florida College of Environmental and Civil Engineering.

Exemplary Projects

Residential Civil Site Improvements

- Grande Pines Golf Course Redevelopment – Orange County, FL
- Tapestry Property – Kissimmee, FL
- Sawgrass Property – Orange County, FL
- Seidel East Property – Horizon West, Orange County, FL
- Providence DRI – Polk County, FL

Commercial Civil Site Improvements

- Vox Corporate Headquarters – Orange County, FL
- 4Rivers Restaurants – Various Locations throughout Florida
- Walt Disney World Fourth Laundry Operation – Reedy Creek, FL
- David Maus Chevrolet Dealership – Sanford, FL
- Electrical Power Substations – Various Locations throughout Florida
- Darden Corporate Headquarters Campus (LEED Gold) – Orange County, FL

Stormwater/Floodplain Modeling & Design

- Fall Chase Floodplain Study – Osceola County, FL
- Sawgrass Master Stormwater Study – Orange County, FL
- Tapestry Master Stormwater/Floodway Study – Kissimmee, FL
- Providence Master Stormwater Study – Polk County, FL
- Lulu Creek Culvert Replacement – Winter Garden, FL

Associations

American Society of Civil Engineers

*Environmental Land Use Law
Section of the Florida Bar*

*Adjunct Professor for University of
Central Florida*

Utility Design

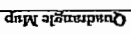
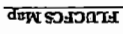
- Sawgrass Master Utility Plan – Orange County, FL
- Tapestry Master Utility Plan – Kissimmee, FL
- Providence Master Utility Plan – Polk County, FL
- Grande Pines Master Utility Plan – Orange County, FL

Roadway

- Providence Collector Roadway – Polk County, FL
- Carroll Street Widening and Realignment – Kissimmee, FL
- Dyer Boulevard Extension – Kissimmee, FL
- Sawgrass Collector Roadway – Orange County, FL
- Crest Avenue – Winter Garden, FL

Program Management

- New Town Siewierz, Siewierz, Poland
- Doraville GM Plant Redevelopment – Doraville, GA



GENERAL INFORMATION:
LOCATION: SOUTH AND EAST OF THE DANCE WESTERN BELTWAY, NORTH OF LAKE ALBUER,
AND IMMEDIATELY WEST OF LAKE CRESCENT.

EXISTING USES:
GOLF COURSE / CLUB HOUSE / TENNIS COURTS

PROPOSED USES:
RESIDENTIAL-SINGLE / AMST DETACHED

EXISTING ZONING / DENSITY:
R-CE-C / 0.83 DU/AC.

PROPOSED ZONING / DENSITY:
R-CF-C / 1 D.DU./AC.

FUTURE LAND USE:
RURAL SETTLEMENT 2/1

WATER SERVICE
ORANGE COUNTY M.U.I.

WASTE WATER SERVICE
ON SITE SEPTIC

RECLAIM WATER SERV
ORANGE COUNTY AGENT

THE TIME OF PSP APPROVAL

STORMWATER:
THE PROJECT WILL BE SERVICED BY A MASTER STORMWATER SYSTEM. THE MASTER STORMWATER

REGULATIONS AND SOUTHFLORIDA WATER MANAGEMENT DISTRICT REGULATIONS. THE LOCATIONS AND SIZES OF THE WASTEWATER TREATMENT FACILITIES WILL BE DETERMINED AT PRELIMINARY SUBDIVISION PLANS AND FINAL CONSTRUCTION PLAN APPROVALS.

NEIGHBORHOOD PARK:
OWNERSHIP AND MAINTENANCE WILL BE DETERMINED AT PSP

NOTES:

1. ACCESS RIGHTS TO HIGHWAY ROADWAY AND GATE GATED ROADWAY SHALL BE ADDRESSED AT THE PRELIMINARY SUBDIVISION PLAN STAGE.
2. GATED ACCESS SHALL BE PER OTTAWA COUNTY GATED COMMUNITY ORDINANCE, ARTICLE VII OF THE LAND DEVELOPMENT CODE AND SHALL BE ADDRESSED AT THE PRELIMINARY SUBDIVISION PLAN STAGE.
3. HIGHWAY ROADWAY CROSS SECTIONS SHALL BE DEVELOPED AND APPROVED WITH THE PSP.

LOT STANDARDS

MIN. LOT SIZE	0.50 AC	
MIN. LOT WIDTH	100 FT	
MIN. LIVING AREA	2,400 SF	
MAX. BLDG HEIGHT	2-5' ORY/35' FT	
MAX. LOT COVERAGE	60%	

FROM	30 FT
SIDE	20 FT
REAR	25 FT
NORMAL	50 FT

Land Use District	Total Area (Ac.)	Conservation Area (Ac.)	Developable Area ⁽¹⁾ (Ac.)	Net Density	Total Units Allowed per Net Density	Proposed Units	Stormwater Mgmt. Acres (15%) (Ac.)	Common Open Space ⁽²⁾ (Ac.)	Recirculation / Park ⁽³⁾ (Ac.)
Residential	155.20	12.6	142.70	1.44/acre	107 ⁽⁴⁾	56 ⁽⁵⁾	21.41	0	0.24

(1) Developable Area: The gross land area excluding natural water bodies (as measured to the Normal High Water Elevation) and designated conservation (wetland) areas.
(2) See Allowable Unit Calculation
(3) Open Space: Per Orange County Code 24-29 (a), Residential Cluster Developments with Gross Density less than or equal to 3 units/acre, no common open space is required.
(4) Recreation/Park: Per Orange County Subdivision Regulations, recreation/park acre required - 2.5 Ac./1000 residents, 3.1 residents per horse.

STUDENT POPULATION PER Q.C.			
School Type	Residential Units	Multipier per Unit	Student Population
Elementary Students	95	0.196	19
Middle School Students	95	0.100	10
High School Students	95	0.134	13
		Total Students:	42

ITE TRIP GENERATION								
DESCRIPTION	ITE CODE	PEAK TRIP GENERATION RATES*			UNITS	PEAK TRIPS		
		WEEKDAY	AM	PM		DAILY	AM	PM
SINGLE FAMILY	210	10.25	0.78	1.03	95	974	74	98

*NOTE: BASED ON THE THIRD GENERATION - 9TH EDITION

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- | | | |
|------------------------------|--|--|
| 1. | NET DEVELOPABLE AREA WITHIN GOLF COURSE PARCEL: | |
| 155.3 AC. | TOTAL GOLF COURSE PARCEL AREA | |
| 12.6 AC. | TOTAL PLATTED CONSERVATION AREA | |
| 142.7 AC. | NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY | |
| 2. | NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA: | |
| 472.8 AC. | TOTAL NET DEVELOPABLE AREA WITHIN CLUSTER PLAN (PER EXISTING CLUSTER PLAN) | |
| 342.9 AC. | NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY (PER CALCULATION ABOVE) | |
| 330.1 AC. | NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA | |
| 3. | TOTAL ALLOWABLE UNITS ON LAND WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE PROPERTY: | |
| 330.1 AC. X 0.03 UNITS/AC. = | 230 UNITS | |
| 4. | EXISTING BUILT UNITS TO BE ALLOCATED TO GOLF COURSE PROPERTY: | |
| 327 UNITS | TOTAL EXISTING PLATTED UNITS IN CLUSTER PLAN (PER PLANS) | |
| 327 UNITS - 230 UNITS = | 47 UNITS | |
| 5. | ALLOWABLE UNITS ON GOLF COURSE PROPERTY | |
| 342.9 AC. | NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY | |
| 142 UNITS | TOTAL UNITS BASED ON 1 UNIT/AC | |
| 132 UNITS - 47 UNITS = | 85 UNITS | |

[illegible]

1. THERE WILL BE A MINIMUM OF 30' TRACT DEDICATED TO AND MAINTAINED BY THE PROPOSED HOMEOWNERS ASSOCIATION (HOA) BETWEEN ANY PROPOSED LOTS ON INTERNAL ROADWAYS AND EXISTING ADJACENT PROPERTIES. THE USES WITHIN THIS TRACT WILL BE LIMITED TO STORMWATER MANAGEMENT, LANDSCAPING AND PERENNIAL WALLS.
2. A MASTER UTILITY PLAN (MUP) FOR THIS DEVELOPMENT SHALL BE SUBMITTED TO ORANGE COUNTY UTILITIES AT FAST TRACK (15) DAYS PRIOR TO SUBMITTAL OF THE FIRST SET OF CONSTRUCTION PLANS. THIS MUP MUST BE APPROVED PRIOR TO CONSTRUCTION PLAN SUBMITTAL.
3. AN APPLICATION FOR CONSERVATION AREA DETERMINATION (CAD-15-05103) DELINEATING WETLANDS AND SURFACE WATERBES HAS BEEN SUBMITTED AND PENDING COUNTY APPROVAL OF SAID APPLICATION. THE CAD-15-05103 APPLICATION SHOULD BE SUBMITTED WITHIN 30 DAYS OF ANYTIME PERMITS ARE ISSUED (WHICH) WITHIN ORANGE COUNTY CODE CHAPTER 15. APPROVAL OF THIS PLAN DOES NOT ALLOWING ANY PROJECT OR INFLECTION CONSERVATION AREA IMPACTS.
4. PRIOR TO MASS GRADING, CULVERTING, GRADING OR CONSTRUCTION, THE APPLICANT IS HEREBY NOTIFIED THAT THIS SITE MUST COMPLY WITH HABITAT PROTECTION REGULATIONS OF THE US FISH AND WILDLIFE SERVICE (USFWS) AND THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION.

Key Message

Experiments

ACTIONS	AGENCY TO CHANGE COUNTY
ACTIONS	AGENCY TO CHANGE COUNTY
ALL DATA	CORRECTIONS
STANDARDIZATION	
VERTICAL DATE	NGVD 83
JOB NO.	13 101
DESIGNED BY:	JO
DRAWN BY:	JA
CHECKED BY:	AE
APPROVED BY:	NB
MEASUREMENTS	

Project Name:
**Lake Butler Bay
Cluster Development
Plan**

RZ-15-10-038

Submerged Tax
ORANGE COUNTY, FL

SITE DATA

Sheet No. _____

C3.00

November 10, 2018

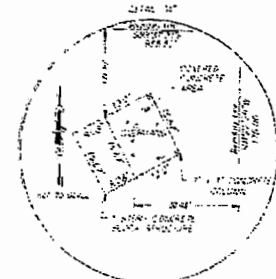
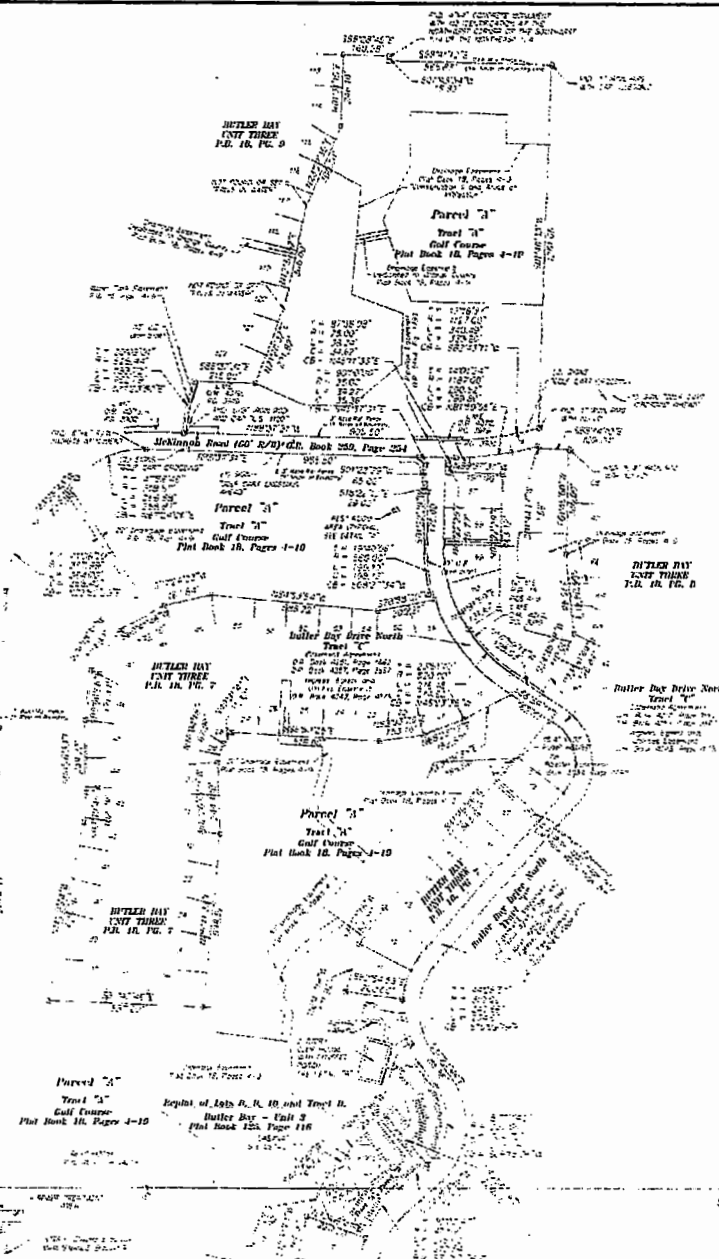
POULOS & BENNETT

Paulos & Bennett, LLC
 2401 E. Longman Ave., Pompano, FL 33069
 Tel: 954.787.2299 www.paulosandbennett.com
 Fax: 954.787.2299



GRAPHIC SCALE
1 INCH = 250 FT

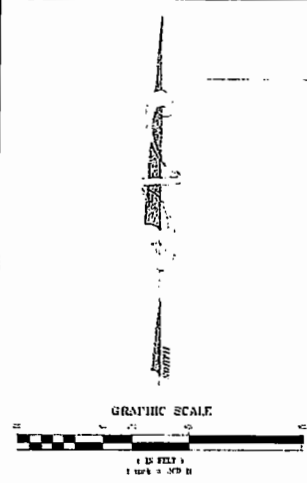
McMinnon Road 100' R/W/da. Book 255, Page 254



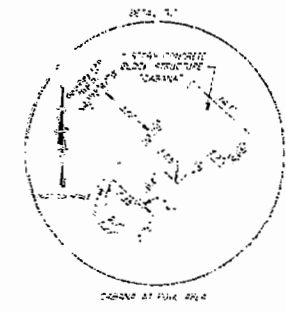
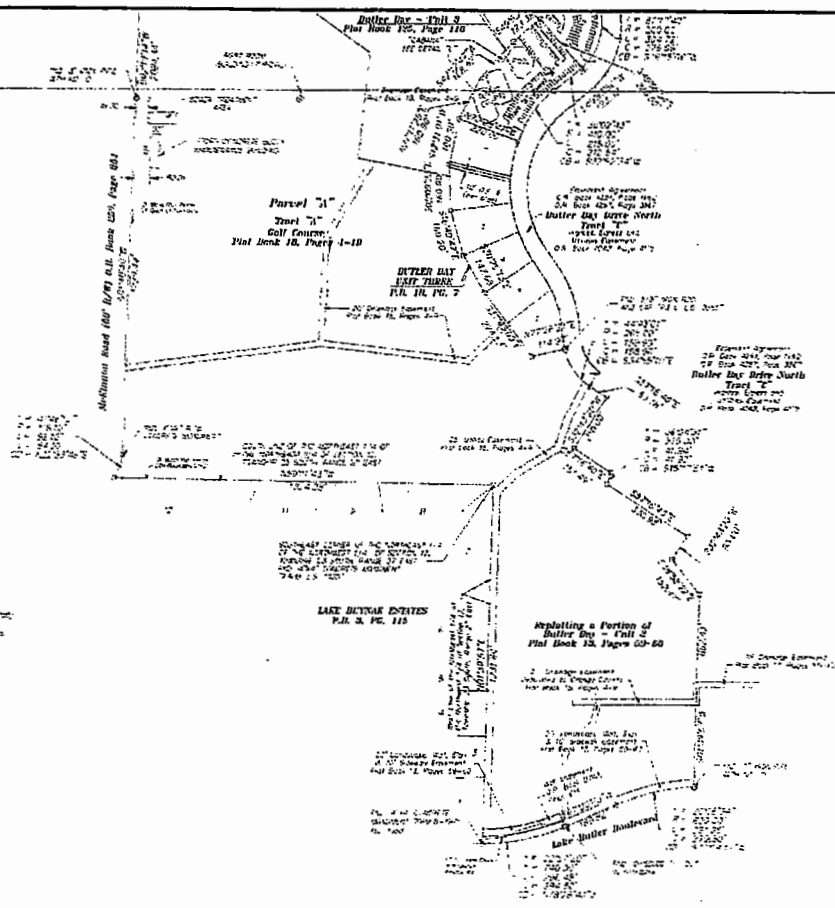
SMITH LINE
SEE SHEET 3 OF 3

Michael T. Rudd Surveyor 10000 W. 10th Avenue Suite 100 Denver, CO 80202 303.751.1234		BRYAN DECUARA Surveyor 10000 W. 10th Avenue Suite 100 Denver, CO 80202 303.751.1234		SECTION 12 T1P 23 S R1E 27 E ORANGE COUNTY, FLORIDA		UNIFIED COUNTY/STATE SURVEY RECORDS		DATE		BY		NO. IN		NO. IN	
--	--	--	--	--	--	--	--	------	--	----	--	--------	--	--------	--

SEE SHEET 2 OF 3
MATCH LINE



- 1. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA
- 2. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA
- 3. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA
- 4. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA
- 5. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA
- 6. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA
- 7. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA
- 8. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA
- 9. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA
- 10. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF FLORIDA



Michael T. Rudd Surveyor 1100 N. W. 10th St. Ft. Lauderdale, FL 33304 Phone: (305) 555-1234		BRYAN DECUINHA Owner 1100 N. W. 10th St. Ft. Lauderdale, FL 33304 Phone: (305) 555-1234		Winderstep Golf & Country Club SEC 12, T19S, R7E ORANGE COUNTY, FLORIDA		DATE 01/01/01	BY [Signature]	FOR 01/01/01	FOR 01/01/01
--	--	--	--	--	--	------------------	-------------------	-----------------	-----------------

John Miklos

From: Chris Wilson <cwilson@mgfirm.com>
Sent: Tuesday, January 24, 2017 8:57 AM
To: Kendell Keith; jpoulos@poulosandbennett.com; John Miklos; 'Walter Carpenter'; kkrichbaum@vhb.com
Cc: bdecunha@aol.com
Subject: FW: WINDERMERE COUNTRY CLUB, LLC

Good Morning,

See email below from the County. It looks like the hearing is going to go forward.

Best,

~~Christopher J. Wilson~~

Partner

~~Marchena and Graham, P.A.~~

~~976 Lake Baldwin Lane, Suite 101~~

Orlando, FL 32814

Tel: 407-658-8566

Fax: 407-281-8564



MARCHENA&GRAHAM PA

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IRS CIRCULAR 230 DISCLOSURE Under regulations issued by the U.S. Treasury, to the extent that tax advice is contained in this communication (or any attachment or enclosure hereto), you are advised that such tax advice is not intended or written to be used, and cannot be used by you, or any other party to whom this correspondence is shown, for the purpose of: (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending the tax advice addressed herein to any other party.

From: Joel.Prinsell@ocfl.net [mailto:Joel.Prinsell@ocfl.net]
Sent: Tuesday, January 24, 2017 8:45 AM
To: Chris Wilson <cwilson@mgfirm.com>
Cc: Whitney.Evers@ocfl.net; Steven.Thorp@ocfl.net
Subject: RE: WINDERMERE COUNTRY CLUB, LLC

Chris:

The staff and the County Attorney's Office are fine with the public hearing moving forward today on the question of whether the PZC properly dismissed the rezoning application (versus postponing the hearing until the pending litigation has concluded).

The staff's recommendation is the same – uphold the PZC's recommendation.

Joel D. Prinsell
Deputy County Attorney
Orange County Attorney's Office
201 S. Rosalind Ave., 3rd Floor

IN THE CIRCUIT COURT,
NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE
COUNTY, FLORIDA

WINDERMERE COUNTRY CLUB, LLC,
A Florida limited liability company,

Petitioner,

CASE NO. 2016-CA-009999-O

v.

ORANGE COUNTY, FLORIDA,
a charter county and a political
subdivision of the State of Florida, and
the BOARD OF COUNTY
COMMISSIONERS OF ORANGE
COUNTY, FLORIDA,

Respondents.

STATE OF FLORIDA:
COUNTY OF ORANGE:

AFFIDAVIT OF JOHN A. MIKLOS

Before me, the undersigned authority, personally appeared John A. Miklos,
who after being duly sworn states:

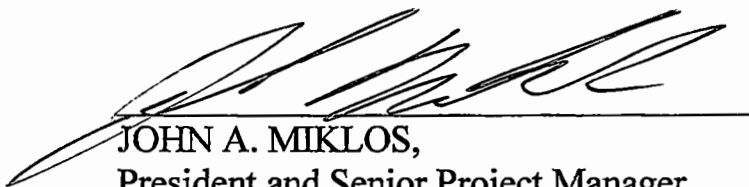
1. My name is John A. Miklos, I am over the age of eighteen, have
personal knowledge of each of the facts stated in this affidavit, and am competent to
testify to those statements.

2. I am the President and Senior Project Manager of Bio-Tech Consulting and am a qualified Stormwater Management Inspector, licensed Pesticide Applicator-Aquatic Pest Control, and certified scuba diver.

3. Attached hereto as Exhibit A is a copy of my current CV.

4. The rezoning application meets all relevant Orange County Code requirements relating to conservation and environmental issues.

5. Attached hereto as Exhibit B is a true and correct copy of August 12, 2015 Report.


JOHN A. MIKLOS,
President and Senior Project Manager,
Bio-Tech Consulting


STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 24 day of January, 2017 by JOHN A. MIKLOS, President and Senior Project Manager of Bio-Tech Consulting, who is personally known to me or who produced _____ as identification.

[Notary Seal]



DALIA CABANI
MY COMMISSION # FF 232606
EXPIRES: June 9, 2019
Bonded Thru Budget Notary Services


Notary Public
Printed Name: Dalia Cabani
My Commission Expires: June 9, 2019

JOHN A. MIKLOS

EXPERIENCE: **BIO-TECH CONSULTING, INC.** Orlando, Florida
 President 8/03 to Present
 Sole Proprietor 7/99 to 8/03

Responsibilities include, environmental permitting (WMD, ACOE, FDEP, FWC, FWS, EPA, County, City, etc...), wetland delineations, site inspections with WMD, ACOE, FDEP, FWC, FWS, EPA, County, City, etc..., feasibility studies, complete site analysis, mitigation design, mitigation banking, mitigation monitoring, benthic surveys, seagrass surveys, endangered and threatened species surveys, gopher tortoise relocation, project coordination and management, expert witness, marketing, client interaction, proposals and technical writing to include reports, narratives and RAI and DRI responses.

MODICA & ASSOCIATES, INC. Clermont, Florida
Vice-President 11/92 to 8/03

Responsibilities included, environmental permitting (WMD, ACOE, FDEP, FWC, FWS, County, City, etc...), wetland delineations, site inspections with WMD, ACOE, FDEP, FWC, FWS, County, City, etc..., feasibility studies, complete site analysis, mitigation design, mitigation banking, mitigation monitoring, benthic surveys, seagrass surveys, endangered and threatened species surveys, gopher tortoise relocation, project coordination and management, marketing, client interaction, proposals and technical writing to include reports, narratives and RAI and DRI responses.

PHASE ONE SITE ASSESSORS, INC. Clermont, Florida
Vice-President 10/95 to 8/03

Responsibilities included Phase One Environmental Site Assessments, title searches, water sampling, regulatory agency database research, historical aerial photograph research, project coordination, marketing, client interaction, proposals and technical writing.

AQUATIC MANAGEMENT & CONSULTING, INC. Orlando, Florida
President 6/95 to 12/03

Responsibilities include, site evaluation, aquatic vegetation permitting, meeting with various regulatory agencies (WMD, ACOE, FDEP, GFC, County, City, etc...), project management, aquascape design, lake and pond management, herbicide application, vegetation removal, installation of plants and trees, fish stocking, boatdock and boatramp permitting, chemical preparation, wetland delineation, wildlife studies and proposals.

UNIVERSITY OF CENTRAL FLORIDA Orlando, Florida
Research Assistant to Dr. I. Jack Stout 1/91 to 3/93

Responsibilities included vegetative surveys, endangered and threatened species surveys, small and medium size mammal trapping, complete field vegetation analysis and herp arrays in scrub, flatwoods and wetland areas, leaf litter analysis and data reduction

FLORIDA AUDUBON SOCIETY Casselberry, Florida
Field Biologist for Dr. Peter Pritchard 4/91 to 8/91

Responsibilities included vegetative surveys, endangered and threatened species surveys, and gopher tortoise trapping, extraction and relocation.

EDUCATION: **UNIVERSITY OF CENTRAL FLORIDA** Orlando, Florida
 Bachelor of Science, Limnology December 1992

As president and senior project manager of Bio-Tech Consulting, John has conducted and contributed to environmental evaluations and permitting in Florida, Georgia, Louisiana, Alabama, South Carolina, Texas, New Jersey and the Bahamas. He advises clients on issues involving wetlands, uplands, wildlife, water quality, land management, land development, aquatic maintenance, land management and permitting with various regulatory agencies. John holds a bachelor's degree in Limnology from the University of Central Florida and has more than two decades of professional experience.

Prior to founding Bio-Tech Consulting in 2003, John was employed at Modica and Associates for nearly 11 years, where he served as vice president and senior project manager. During this period, he was also president of Aquatic Management and Consulting, a lake and aquatics maintenance firm, and vice president of Phase One Site Assessors, a preliminary risk analysis company.

John has over 24 years of staff management, project management and permitting experience in the private sector. He entered the field of environmental consulting in the early 1990s, which was near the beginning of a land development boom in Florida. Since then, he has gained extensive permitting knowledge and established many relationships in the development industry and the various environmental regulatory agencies throughout the southeastern United States. John has extensive experience in environmental and wildlife permitting, mitigation, wetland delineation, and listed species evaluations – and he is also very well-versed in water quality studies and environmental management of lands and aquatic systems. John also is well practiced in coordinating with civil engineers, land planners, surveyors, land use attorneys and geotechnical engineers for site plan design, and mitigation design to include preservation, enhancement, creation and restoration. Having vast experience with resolving wetland, wildlife and other permitting issues, he has a firm understanding of an applicant's needs, including project goals, timeframes, budget priorities, and the ability to navigate the various federal, state and local government regulatory systems. John also has written numerous technical reports and permitting documents, and he is often retained as an expert witness and regularly appears before governmental and regulatory boards and commissions.

Specialties:

Federal, State, Water Management District (ERP), and other Local Government Permitting; Threatened and Endangered Species Identification and Permitting; Wetland Delineation; Mitigation Plans.

Appointments, Panels, Etc....:

12/2006-9/2012	Orange County Development Advisory Board Environmental Specialist Representative Chairman (2010-2012) Vice Chairman (2008-2010)
4/2008-3/2010	Florida Department of Environmental Protection Environmental Regulation Commission Lay Citizens Representative
6/2009-present	Back to Nature Wildlife Refuge Board of Directors
3/2010-present	St. Johns River Water Management District Governing Board At Large Representative Chairman (2013-present) Vice Chairman (2011-2013) Secretary (2010-2011) Projects and Lands Committee (2010-2013) Regulatory Committee (2011-2013, Chairman 2013) Water Quality Committee (2016-present) UMAM/FDEP Liaison (2010-present)
4/2010-4/2016	Orange County Environmental Protection Commission Environmental Conservation Organization Representative Chairman (2013-2016) Vice Chairman (2011-2013)
7/2010-present	Central Florida Water Initiative Steering Committee (fka Central Florida Coordination Area) SJRWMD Governing Board Representative
1/2011-5/2011	SJRWMD UMAM Working Group Governing Board Liaison/Legislative Coordinator
3/2011-7/2012	Orange County Environmental Streamlining Task Force Wetlands/Consulting Representative
7/2011	25 th Annual Environmental Permitting Summer School Panel Member- <i>Integrating and Streamlining Water Regulations</i>
7/2012	26 th Annual Environmental Permitting Summer School Panel Member- <i>Creating "4G" Water Regulations</i>

4/2013-present	Orange County Public Works Advisory Board General Consulting Disciplines Representative Vice Chairman (2014-present)
11/2013-present	North Florida Regional Water Supply Partnership SJRWMD Governing Board Representative
1/2014	Volusia County Association for Responsible Development Panel Member- <i>Central Florida Water Resource Issues and Statewide Environmental and Consumptive Use Permitting Changes</i>
2/2014	9 th Annual Florida Water Law and Policy Conference Panel Member- <i>Key Environmental Issues for 2014 and Beyond</i>
4/2014	Urban Land Institute Technical Advisory Panel Panel Member- <i>Orange County Conservation Community</i>
7/2014-12/2016	Greater Orlando Builders Association Mid-PAC Board of Directors Fundraising Chair (2014-2016)
11/2014	Central Florida Partnership Regional Leadership Forum Panel Member- <i>Community Voices: A Community Conversation</i>

Memberships:

- Florida Association of Environmental Professionals
- Florida Lake Management Society
- Society of Wetland Scientists

Licenses/Certifications:

- Qualified Stormwater Management Inspector
- Licensed Pesticide Applicator-Aquatic Pest Control
- Certified scuba diver
IDEA-Open Water; PADI-Advanced Open Water; NACD, NSS/CDS-Cavern

August 12, 2015

Bryan DeCunha
Windermere Country Club, LLC
2710 Butler Bay Drive North
Windermere, Florida 34786

Proj: Windermere Country Club Site – Orange County, Florida
Parcel IDs #01-23-27-1108-00-001 & #01-23-27-1117-00-001
Sections 1 & 12, Township 23 South, Range 27 East
(BTC File #869-01)
Re: Environmental Assessment Report

Dear Mr. DeCunha:

During July of 2015, Bio-Tech Consulting, Inc. (BTC) conducted an environmental assessment of the approximately 155.47-acre Windermere Country Club Site. This site is located along the east and north sides of McKinnon Road, approximately ½ mile west of the Windermere Road and McKinnon Road intersection; within Sections 1 & 12, Township 23 South, Range 27 East in Orange County, Florida (Figures 1, 2 & 3). This environmental assessment included the following elements:

- Review of soil types mapped within the site boundaries;
- Evaluation of land use types/vegetative communities present;
- Field review for occurrence of protected flora and fauna; and,
- Wetland permitting summary.

SOILS

According to the Soil Survey of Orange County, Florida, prepared by the U.S. Department of Agriculture (USDA), Natural Resource Conservation Service (NRCS), eight (8) soil types exist within the subject site (Figure 4). These soil types include the following:

EXHIBIT "B"

Orlando Vero Beach Jacksonville Tampa Key West

Orlando Office
2002 East Robinson St.
Orlando, FL 32803

Vero Beach Office
4445 N. A1A
Suite 221
Vero Beach, FL 32963

Jacksonville Office
2036 Forbes St.
Jacksonville, FL 32204

Tampa Office
6011 Benjamin Rd.
Suite 101 B
Tampa, FL 33634

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Aquatic & Land
Management Operations
3825 Rouse Rd.
Orlando, FL 32817

Native Plant Nursery
DCC Farms
8580 Bunkhouse Rd.
Orlando, FL 32832

407.894.5969
877.894.5969
407.894.5970 fax

- **Immokalee fine sand (#20)**
- **Ona fine sand (#26)**
- **Florahome fine sand, 0 to 5 percent slopes (#28)**
- **Sanibel muck (#42)**
- **Smyrna fine sand (#44)**
- **Tavares fine sand, 0 to 5 percent slopes (#46)**
- **Tavares - Millhopper fine sands, 0 to 5 percent slopes (#47)**
- **Zolfo fine sand (#54)**

The following presents a brief description of the soil types mapped for the subject site:

Immokalee fine sand (#20) is a nearly level, poorly drained soil found on broad flatwoods. The surface layer of this soil type generally consists of black fine sand about 5 inches thick. In most years the seasonal high water table for this soil type is within 10 inches of the surface for 1 to 3 months. It recedes to a depth of 10 to 40 inches for more than 6 months. Permeability of this soil type is rapid in the surface and subsurface layers and in the substratum. It is moderate in the subsoil.

Ona fine sand (#26) is a nearly level, poorly drained soil found in broad areas on the flatwoods. The surface layer of this soil type generally consists of black fine sand about 6 inches thick. In most years the seasonal high water table for this soil type is within 10 inches of the surface for 1 to 2 months. It recedes to a depth of 10 to 40 inches for periods of 6 months or more. Permeability of this soil type is rapid in the surface and subsurface layers and is moderate in the subsoil.

Florahome fine sand, 0 to 5 percent slopes (#28) is a nearly level to gently sloping and moderately well drained soil found on uplands. Typically, the upper part of the surface layer of this soil is very dark gray fine sand about 10 inches thick. In most years, a seasonal high water table is at a depth of 48 to 72 inches for 4 to 6 months and recedes to a depth of 72 inches or more during extended dry periods. The permeability is rapid throughout.

Sanibel muck (#42) is a nearly level, very poorly drained soil found in depressions, freshwater swamps and marshes and in poorly defined drainageways. Typically the surface layer of this soil type consists of black muck about 11 inches thick. In most years undrained areas mapped with this soil type are ponded for 6 to 9 months or more except during extended dry periods. Permeability of this soil type is rapid throughout.

Smyrna fine sand (#44) is a nearly level, poorly drained soil found on broad flatwoods. The surface layer of this soil type generally consists of black fine sand about 4 inches thick. The seasonal high water table for this soil type is within 10 inches of the surface for 1 to 4 months. It recedes to a depth of 10 to 40 inches for more than 6 months. Permeability of this soil type is rapid in the surface and subsurface layers and in the substratum. It is moderate to moderately rapid in the subsoil.

Tavares fine sand, 0 to 5 percent slopes (#46) is a nearly level to gently sloping, moderately well drained soil found on low ridges and knolls on the uplands. The surface layer of this soil type generally consists of very dark gray fine sand about 6 inches thick. The seasonal high water table for this soil type is at a depth of 40 to 80 inches for more than 6 months, and recedes to a depth of more than 80 inches during extended dry periods. Permeability of this soil type is very rapid throughout.

Tavares - Millhopper fine sands, 0 to 5 percent slopes (#47) are nearly level to gently sloping, moderately well drained soils found on low ridges and knolls on the uplands and on the flatwoods. Typically the surface layer of Tavares and Millhopper soils are dark grayish brown fine sand about 6 inches thick. The seasonal high water table for Tavares soil is at a depth of 40 to 72 inches for more than 6 months, and recedes to a depth of more than 80 inches during extended dry periods. The seasonal high water table for Millhopper soil is at a depth of 40 to 60 inches for 1 to 4 months, and recedes to a depth of 60 to 72 inches for 2 to 4 months. Permeability of Tavares soil is very rapid. Permeability of Millhopper soil is rapid in the surface and subsurface layers and is moderately rapid or moderate in the subsoil.

Zolfo fine sand (#54) is a nearly level, somewhat poorly drained soil found on broad, slightly higher positions adjacent to the flatwoods. The surface layer of this soil type generally consists of dark grayish brown fine sand about 5 inches thick. The seasonal high water table for this soil type is at a depth of 24 to 40 inches for 2 to 6 months. It is at a depth of 10 to 24 inches during periods of heavy rain. It recedes to a depth of about 60 inches during extended dry periods. Permeability of this soil type is rapid in the surface and subsurface layers and is moderate in the subsoil.

The Florida Association of Environmental Soil Scientists (FAESS) considers the main component of Sanibel muck (#42) to be hydric. The FAESS also considers inclusions present within Immokalee fine sand (#20), Ona fine sand (#26), and Smyrna fine sand (#44) to be hydric. This information can be found in the Hydric Soils of Florida Handbook, Third Edition, March 2000.

LAND USE TYPES/VEGETATIVE COMMUNITIES

The Windermere Country Club site currently supports three (3) land use types/vegetative communities. These land use types/vegetative communities were identified utilizing the Florida Land Use, Cover and Forms Classification System, Level III (FLUCFCS, FDOT, January 2004) (Figure 5). The on-site upland land use type/vegetative community is classified as Golf Course (182). The on-site wetland/surface water land use types/vegetative communities are classified as Reservoirs less than 10 acres (534) and Willow and Elderberry (618). The following provides a brief description of the land use types/vegetative communities:

Uplands:

182 Golf Course

The majority of the project site consists of an active, managed, and maintained golf course. This land use/vegetative community would be classified as Golf Courses (182), per the FLUCFCS. Vegetative species observed within this land use include scattered trees of laurel oak (*Quercus laurifolia*), slash pine (*Pinus elliottii*), camphor tree (*Cinnamomum camphora*) and cabbage palm (*Sabal palmetto*). The groundcover is dominated by maintained bermudagrass (*Cynodon dactylon*) and planted sand cordgrass (*Spartina bakeri*), fakahatchee grass (*Tripsacum dactyloides*) and a variety of common landscaping plants.

Wetlands/Surface Waters:

534 Reservoirs less than 10 acres

Numerous manmade ponds are present throughout the golf course. This land use/vegetative community would be classified as Reservoirs less than 10 acres (534), per the FLUCFCS. Vegetative species observed within the ponds include torpedograss (*Panicum repens*), duckweed (*Lemna* spp.), marsh pennywort (*Hydrocotyle* spp.) and yellow pond lily (*Nuphar advena*). Tree species such as bald cypress (*Taxodium distichum*) and pond cypress (*Taxodium ascendens*) are planted along the pond edges.

618 Willows and Elderberry

The northern portion of the site contains three (3) wetland areas dominated by shrub species. This land use/vegetative community would be classified as Willows and Elderberry (618), per the FLUCFCS. Vegetative species observed include Carolina willow (*Salix caroliniana*), elderberry (*Sambucus canadensis*), cattail (*Typha* spp.), Peruvian primrosewillow (*Ludwigia peruviana*), soft rush (*Juncus effusus*), native primrosewillow (*Ludwigia* spp.), duckweed (*Lemna* spp.), marsh pennywort (*Hydrocotyle* spp.), torpedograss (*Panicum repens*), maidencane (*Panicum hemitomon*), Virginia chain fern (*Woodwardia virginica*), Carolina redroot (*Lachnanthes carolina*), wax myrtle (*Myrica cerifera*) and water spangles (*Salvinia minima*).

All wetlands/surface waters have been delineated utilizing pink "Bio-Tech Consulting" flagging tape (Figure 8). The limits of all on-site wetlands/surface waters can only be verified through field delineation and on-site review by the pertinent regulatory agencies.

PROTECTED SPECIES

Using methodologies outlined in the Florida's Fragile Wildlife (Wood, 2001); Measuring and Monitoring Biological Diversity Standard Methods for Mammals (Wilson, et al., 1996); Wildlife Methodology Guidelines (1988); and Florida Fish and Wildlife Conservation Commission's Gopher Tortoise Permitting Guidelines (April 2008 – revised February 2015); an assessment for "listed" floral and faunal species was conducted at the site on July 17, 2015. This assessment included both direct observations and indirect evidence, such as tracks, burrows, tree markings and vocalizations that indicated the presence of species observed. The assessment focused on species that are "listed" by the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (January 2013) that have the potential to occur in Orange County (See attached Table 1). No plant species "listed" by federal agencies were identified on the subject site during the assessments conducted. The following is a list of those wildlife species identified during the evaluation of the site:

Reptiles and Amphibians

brown anole (*Norops sagrei*)
eastern racer (*Coluber constrictor*)
gopher tortoise (*Gopherus polyphemus*)
six-lined racerunner (*Cnemidophorus sexlineatus*)
southern cricket frog (*Acris gryllus*)

Birds

Black Vulture (*Coragyps atratus*)
Florida Sandhill Crane (*Grus canadensis pratensis*)
Great Egret (*Ardea alba*)
Little Blue Heron (*Egretta caerulea*)
Mourning Dove (*Zenaida macroura*)
Northern Cardinal (*Cardinalis cardinalis*)
Northern Mockingbird (*Mimus polyglottos*)
Snowy Egret (*Egretta thula*)
White Ibis (*Eudocimus albus*)

Mammals

eastern cottontail (*Sylvilagus floridanus*)
eastern gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasypus novemcinctus*)
northern raccoon (*Procyon lotor*)
Virginia opossum (*Didelphis virginiana*)

Five (5) of the identified wildlife species are identified in the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (January 2013). These species are the gopher tortoise (*Gopherus Polyphemus*), Florida Sandhill Crane (*Grus canadensis*

pratensis), Great Egret (*Ardea alba*), Snowy Egret (*Egretta thula*) and White Ibis (*Eudocimus albus*). The following provides a brief description of these wildlife species as they relate to the development of the Windermere Country Club Site.

Gopher Tortoise (*Gopherus polyphemus*)
State Listed as "Threatened"

Gopher tortoises (*Gopherus polyphemus*) have been identified throughout the on-site upland communities in the western portion of the site. Currently the gopher tortoise (*Gopherus polyphemus*) is classified as a "Category 2 Candidate Species" by USFWS, and as of September 2007, is now classified as "Threatened" by FFWCC, and as "Threatened" by FCREPA. The basis of the "Threatened" classification by the FFWCC for the gopher tortoise is due to habitat loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with xeric pine-oak hammock, scrub, pine flatwoods, pastures and abandoned citrus groves. Several other protected species known to occur in Orange County have a possibility of occurring in this area, as they are gopher tortoise commensal species. These species include the eastern indigo snake (*Drymarchon corais couperi*), Florida mouse (*Peromyscus floridanus*), and the gopher frog (*Rana capito*). However, none of these species were observed during the survey conducted.

The FFWCC provides three (3) options for developers that have gopher tortoises on their property. These options include: 1) avoidance (i.e., 25-foot buffer around burrow), 2) preservation of habitat, and 3) off-site relocation. As such, resolution of the gopher tortoise issue will need to be permitted through FFWCC prior to any construction activities.

A survey for the existence of gopher tortoises was conducted by BTC. One (1) active gopher tortoise burrow was observed along the northern side of the McKinnon Road right-of way, just south of the fenceline and was recorded using GPS technology. Based on the expected site plan for the development, off-site relocation of this tortoise would be the most feasible option.

Florida Sandhill Crane (*Grus canadensis pratensis*)
State Listed as "Threatened" by FFWCC

The Florida Sandhill Crane is a subspecies of Sandhill Crane that occurs exclusively and is resident to Florida (Stys 1997). Of the six (6) subspecies of Sandhill Crane, the Greater Sandhill Crane (*Grus canadensis tabida*) is the only other subspecies of Sandhill Crane that occurs regularly in Florida (Stys 1997). This subspecies is a winter migrant, arriving in Florida during late fall (October/November) and leaving in late February (Stys 1997). Since the Florida Sandhill Crane and Greater Sandhill Crane cannot be distinguished from one another in the field, Stys (1997) recommends conducting surveys between May and September to validate the presence of this protected species. However, due to the time of year this survey was conducted (June), it can be assumed that the observed cranes were the State listed subspecies.

Numerous Florida Sandhill Cranes were observed foraging throughout the project site. However, no nests were identified within or in close proximity to the subject site. If nesting does occur, FFWCC typically requires a 400-foot buffer around nests in order to prevent nest disturbance and potential nest abandonment. Since cranes do not re-use the same nest year after year this 400-foot buffer is only temporary during the nesting season (i.e., anytime from January through June). Since no nests were observed on-site or nearby, there will be no development constraints unless a nest is found.

Little Blue Heron (Egretta caerulea), Snowy Egret (Egretta thula), White Ibis (Eudocimus albus)

State Listed as "Species of Special Concern" by FFWCC

For the purposes of this report, three (3) species of 'wading bird' have been consolidated into one (1) group. Each is listed in the state of Florida as a "Species of Special Concern" due to historically aggressive hunting practices and habitat loss. Currently, the majority of wading bird habitat tends to be federally protected wetlands under the 'Clean Water Act' and the Florida's 'Wetland Resource Permitting Program.'

The Little Blue Heron, the Snowy Egret and the White Ibis were all observed foraging along the pond edge and in the golf course areas at the time of the survey. These species are listed as colonial nesting birds. There is no protection requirement for these species unless they are observed nesting on the site. There were no birds observed nesting during the investigation conducted. As such, it does not appear that this species would be adversely affected by development of the property, but it is also recommended to conduct a survey of all potential nesting habitats prior to any construction activities to determine if any these three species are nesting within the subject property. This survey can be done in conjunction with the Sandhill Crane survey mentioned above.

Bald Eagle (Haliaeetus leucocephalus)

State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)

In August of 2007, the US Fish and Wildlife Service (USFWS) removed the Bald Eagle from the list of federally endangered and threatened species. Additionally, the Bald Eagle was removed from FFWCC's imperiled species list in April of 2008. Although the Bald Eagle is no longer protected under the Endangered Species Act, it is still protected under the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act and FFWCC's Bald Eagle rule (Florida Administrative Code 68A-16.002 Bald Eagle (*Haliaeetus Leucocephalus*)).

In May of 2007, the USFWS issued the National Bald Eagle Management Guidelines. In April of 2008, the FFWCC adopted a new Bald Eagle Management Plan that was written to closely follow the federal guidelines. Under FFWCC's new management plans, buffer zones are recommended based on the nature and magnitude of the project or activity. The recommended

protective buffer zone is 660 feet or less from the nest tree, depending on what activities or structures are already near the nest. A FFWCC Eagle permit is not needed for any activity occurring outside of the 660-foot buffer zone. No activities are permitted within 330 feet of a nest during the nesting season, October 1 through May 15 or when eagles are present at the nest.

In addition to the on-site evaluation for “listed” species, BTC conducted a review for any FFWCC recorded Bald Eagle nests on or in the vicinity of the subject site. This review revealed no Bald Eagle nests through the 2013/2014 nesting season, within one mile (1.0) of the project site. As such, no restrictions with respect to the Bald Eagle should pertain to the subject property.

USFWS CONSULTATION AREAS

The U.S. Fish and Wildlife Service have established “consultation areas” for certain listed species. Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with permitting through the U.S. Army Corps of Engineers. The reader should be aware that species presence and need for additional review are often determined to be unnecessary early in the permit review process due to lack of appropriate habitat or other conditions. However, the USFWS makes the final determination.

Consultation areas are typically very regional in size, often spanning multiple counties where the species in question is known to exist. Consultation areas by themselves do not indicate the presence of a listed species. They only indicate an area where there is a potential for a listed species to occur and that additional review might be necessary to confirm or rule-out the presence of the species. The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS.

The Windermere Country Club Site is located within three (3) USFWS Consultation Areas which include the Everglade Snail Kite (*Rostrhamus sociabilis plumbeus*), Florida Scrub-Jay (*Aphelocoma coerulescens*) and the Florida sand skink (*Neoseps reynoldsi*). The following provides a brief description of the respective species, its habitat and the potential for additional review:

Everglade Snail Kite (Rostrhamus sociabilis) ***Federally Listed as “Endangered” by USFWS***

The subject site falls within the USFWS Consultation Area for the Everglade Snail Kite. Currently the Everglade Snail Kite is listed as “Endangered” by the USFWS. Everglade Snail Kites are similar in size to Red-shouldered Hawks. All Everglade Snail Kites have deep red eyes

and a white rump patch. Males are slate gray, and females and juveniles vary in amounts of white, light brown, and dark brown, but the females always have white on their chin. Everglade Snail Kites vocalize mainly during courtship and nesting. They may occur in nearly all of the wetlands of central and southern Florida. They regularly occur in lake shallows along the shores and islands of many major lakes, including Lakes Okeechobee, Kissimmee, Tohopekaliga (Toho) and East Toho. They also regularly occur in the expansive marshes of southern Florida such as Water Conservation Areas 1, 2, and 3, Everglades National Park, the upper St. John's River marshes and Grassy Waters Preserve.

No Everglade Snail Kites were observed within the site during the wildlife survey conducted by BTC. Suitable habitat for the Everglade Snail Kite does exist off-site within Lake Roberts to the northwest and Lake Crescent to the east. Although development of the site would not directly impact these areas, a formal survey may be required by the USFWS or another agency to determine if any Everglade Snail Kites utilize any portions of the site.

Florida Scrub-Jay (*Aphelocoma coerulescens*)
Federally Listed as "Threatened" by USFWS

Currently the Florida Scrub-Jay is listed as threatened by the USFWS. Florida Scrub-Jays are largely restricted to scattered, often small and isolated patches of sand pine scrub, xeric oak, scrubby flatwoods, and scrubby coastal stands in peninsular Florida (Woelfenden 1978a, Fitzpatrick et al. 1991). They avoid wetlands and forests, including canopied sand pine stands. Optimal Scrub-Jay habitat is dominated by shrubby scrub, live oaks, myrtle oaks, or scrub oaks from 1 to 3 m (3 to 10 ft.) tall, covering 50% to 90 % of the area; bare ground or sparse vegetation less than 15 cm (6 in) tall covering 10% to 50% of the area; and scattered trees with no more than 20% canopy cover (Fitzpatrick et al. 1991).

An informal Scrub-Jay survey was conducted and no Florida Scrub-Jays were observed within the subject site during the wildlife survey. There is no suitable habitat for this species within the project boundaries. No further action should be required pertaining to the Florida Scrub-Jay. However, a formal survey may be required by USFWS or another agency to determine if any Florida Scrub-Jays utilize any portions of the site.

Florida sand skink (*Neoseps reynoldsi*)
Federally Listed as "Threatened"

The subject site falls within the Florida Sand Skink Consultation Area for the United States Fish and Wildlife Service (USFWS). The Florida sand skink is listed as "Threatened" by the USFWS. The Florida sand skink exists in areas vegetated with sand pine (*Pinus clausa*) - rosemary (*Ceratiola ericoides*) scrub or a long leaf pine (*Pinus palustris*) - turkey oak (*Quercus laevis*) association. Habitat destruction is the primary threat to this species' survival. Citrus groves, residential, commercial and recreational facilities have depleted the xeric upland habitat of the sand skink. All properties within the limits of this consultation area that are located at

elevations greater than 80' and contain suitable (moderate-to-well drained soils) soils are believed by USFWS to be areas of potential sand skink habitat.

The results of the pedestrian survey showed no evidence (i.e. sinusoidal tracks) that indicate the presence of the Florida sand skink. The site is within the USFWS Sand Skink Consultation Area, the entire site is above the 80-foot above sea level requirement and portions of the site contain appropriate soil types for the sand skink. However, the project site consists of graded fill material, has been actively managed as a golf course since the late 1980s and the surrounding areas are developed as residential communities. No suitable habitat for this species exists on-site due to the lack of natural soil types and the lack of any natural community that could support this species. No further action should be required regarding sand skinks. However, a formal survey may be required by USFWS or another agency to determine if any Florida sand skinks utilize any portions of the site.

WETLAND PERMITTING

The extent of the on-site wetlands/surface waters were delineated by BTC in accordance with local, state and federal guidelines. The flag locations will need to be reviewed and approved by the various regulatory agencies during the permitting process. The project site is located within the Southern Ocklawaha River and Kissimmee River hydrologic basins.

Orange County Environmental Protection Division

A Conservation Area Determination (CAD) will be required from the Orange County Environmental Protection Division (OCEPD) to determine the extent of any wetlands and surface waters that exist within the subject site. Any impacts to on-site wetlands will require a Conservation Area Impact permit from the OCEPD and mitigation for the impacts will be required. Any impacts to Class I systems will need to be approved by the Board of County Commissioners (BCC).

South Florida Water Management District

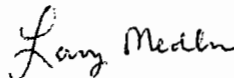
An Environmental Resource Permit (ERP) will be required through the South Florida Water Management District (SFWMD) for all wetland/surface water impacts (both direct and secondary) in association with the proposed development of the site. Impacts to the project's wetland/surface water communities would be permissible by SFWMD as long as the issues of elimination and reduction of wetland impacts have been addressed and as long as the mitigation offered is sufficient to offset the functional losses incurred via the proposed impacts.

US Army Corps of Engineers

Permitting may also be required for the project's wetland/surface water impacts by the US Army Corps of Engineers (USACOE). As the ERP is a joint application between the SFWMD and the USACOE, the Corps will automatically be notified/copied upon submittal of the ERP application to the District. As with the District, it is anticipated that all impacts to the project's wetlands communities would be permittable by the USACOE as long as the issues of elimination and reduction of wetland impacts have been addressed and as long as the mitigation offered is sufficient to offset the functional losses incurred via the proposed impacts.

The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. This report is for general planning purposes only. The limits of any on-site wetlands/surface waters can only be determined and verified through field delineation and/or on-site review by the pertinent regulatory agencies. The wildlife surveys conducted within the subject property boundaries do not preclude the potential for any listed species, as noted on Table 1 (attached), currently or in the future. Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

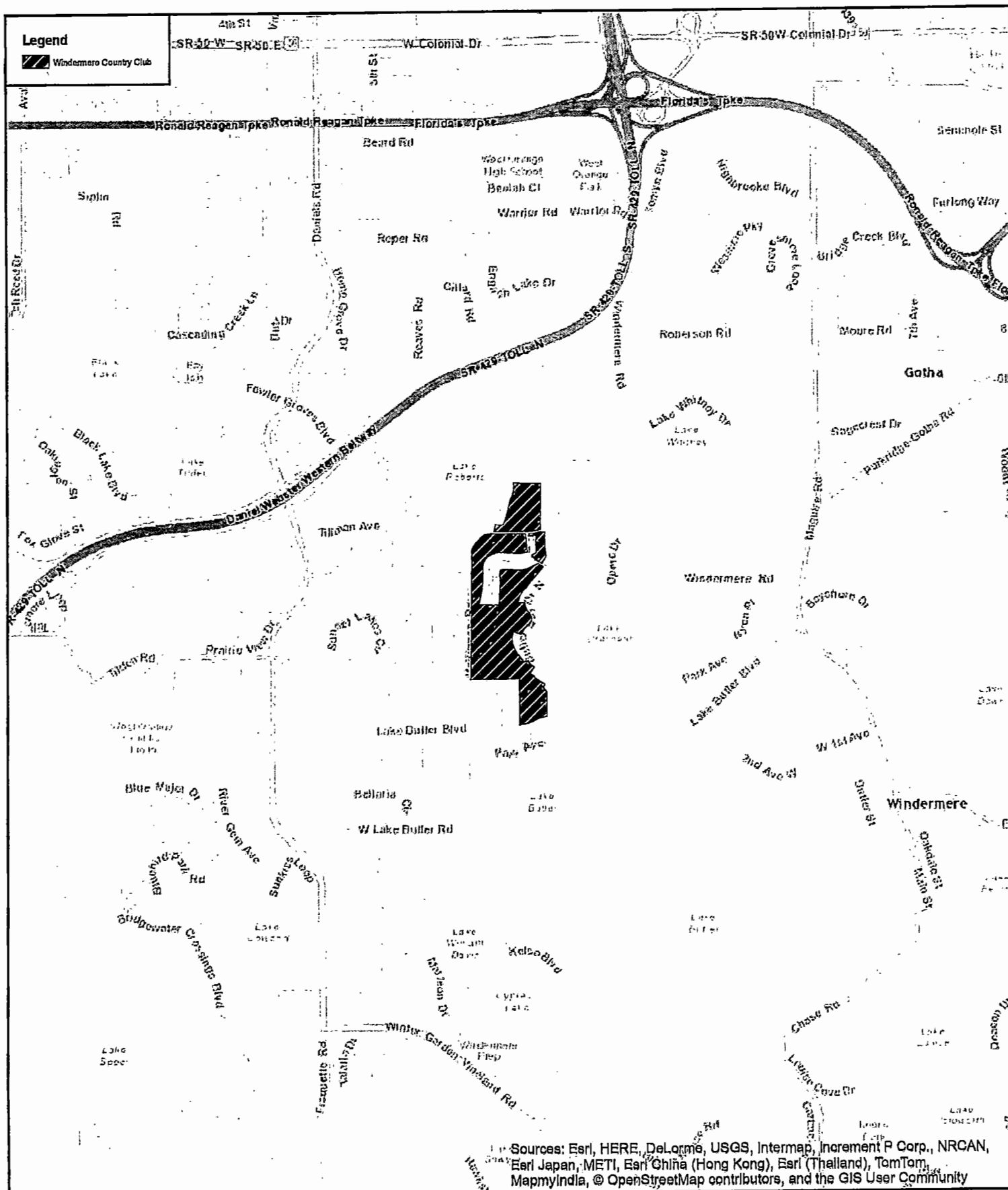


Larry Medlin
Project Manager

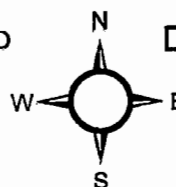


John Miklos
President

Attachments



Windermere Country Club
 Orange County, Florida
 Figure 1
 Location Map



1 Miles

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 Environmental and Permitting Services
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 www.bio-techconsulting.com

Project #:869-01
 Produced By: SAW
 Date: 7/20/2015



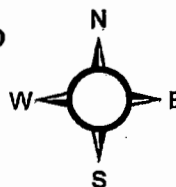
Legend



Windermere Country Club

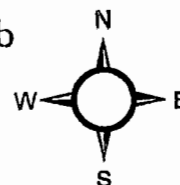
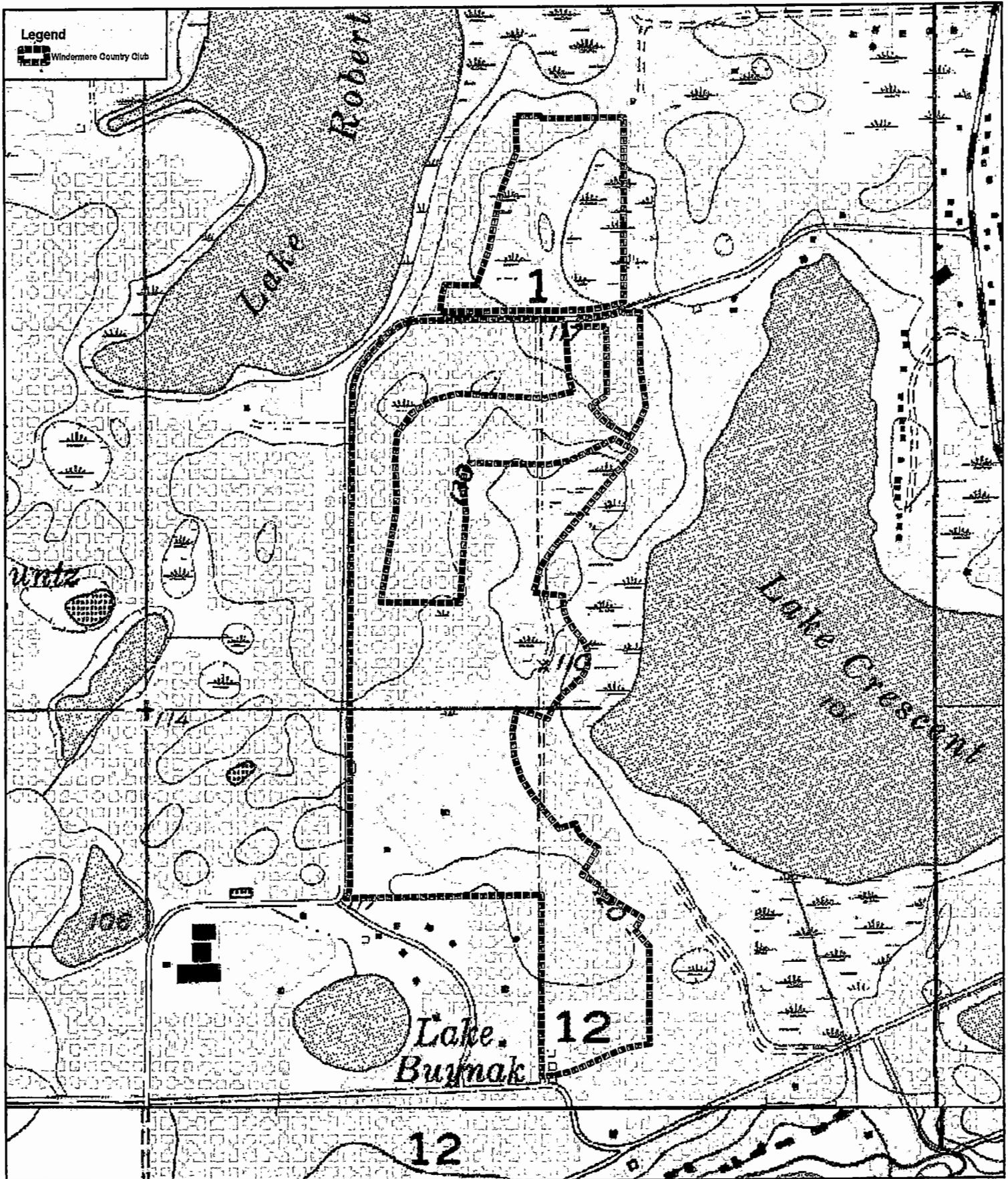
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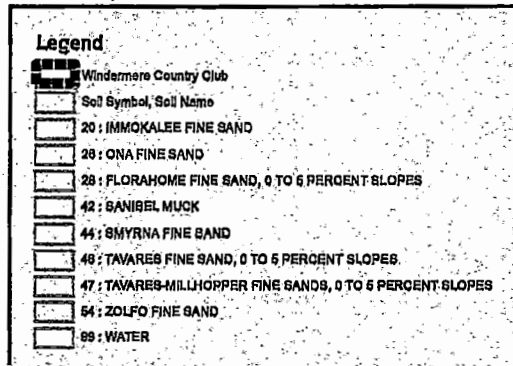
Windermere Country Club
Orange County, Florida
Figure 2
2014 Aerial Photograph



1,000 Feet

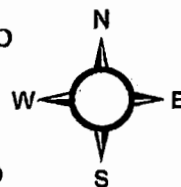
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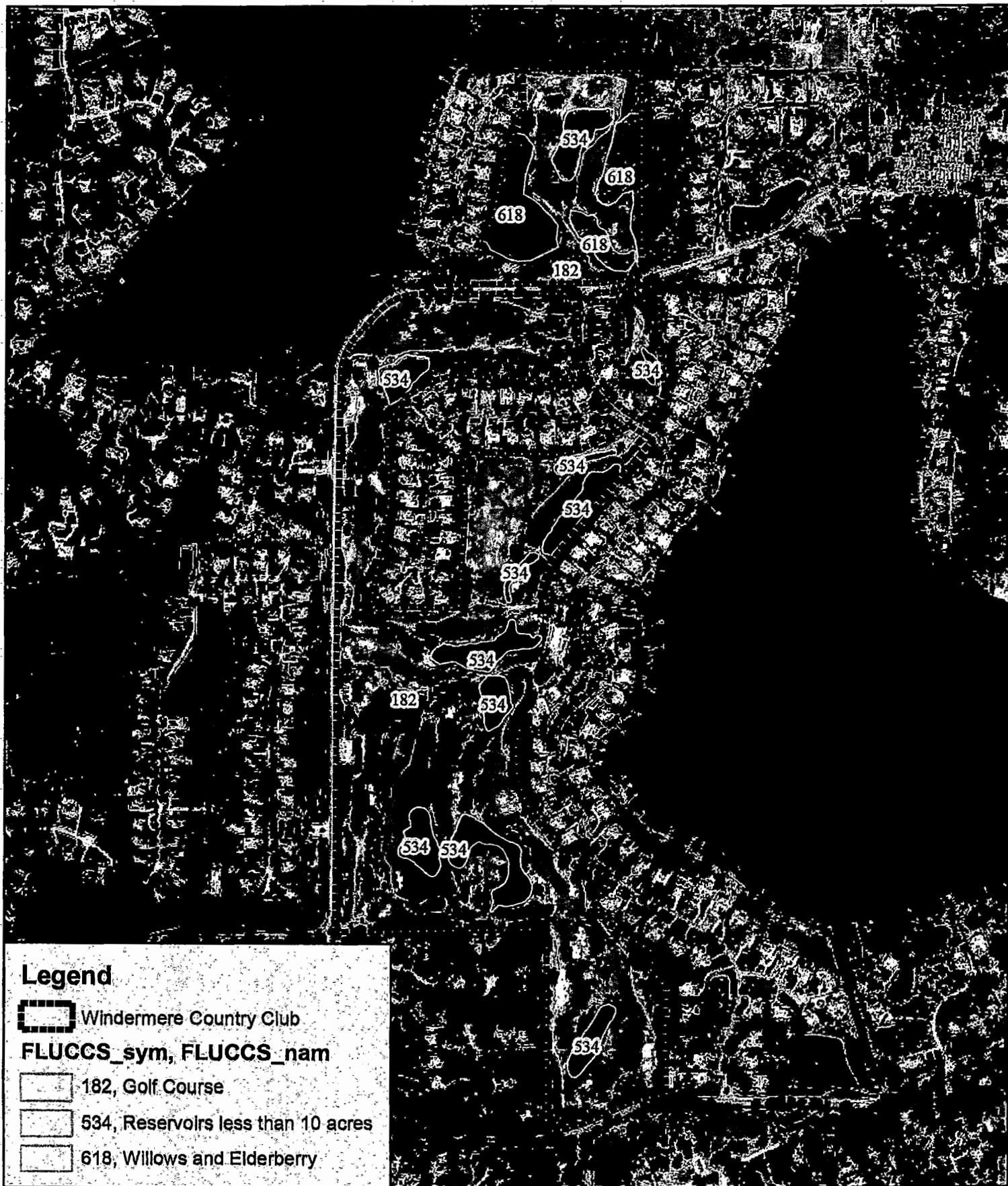
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Windermere Country Club
 Orange County, Florida
 Figure 4
 USDA - NRCS Soils Map



1,000 Feet

Project #:869-01
 Produced By: SAW
 Date: 7/20/2015



Legend



Windermere Country Club

FLUCCS_sym, FLUCCS_nam



182, Golf Course

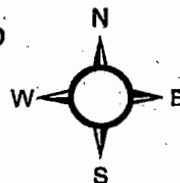


534, Reservoirs less than 10 acres



618, Willows and Elderberry

Windermere Country Club
Orange County, Florida
Figure 5
FLUCFCS Map



1,000 Feet

Project #: 869-01
Produced By: WEK
Date: 7/30/2015

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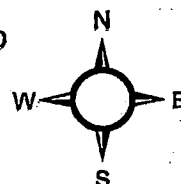


Legend

-  Windermere Country Club
-  GT burrow

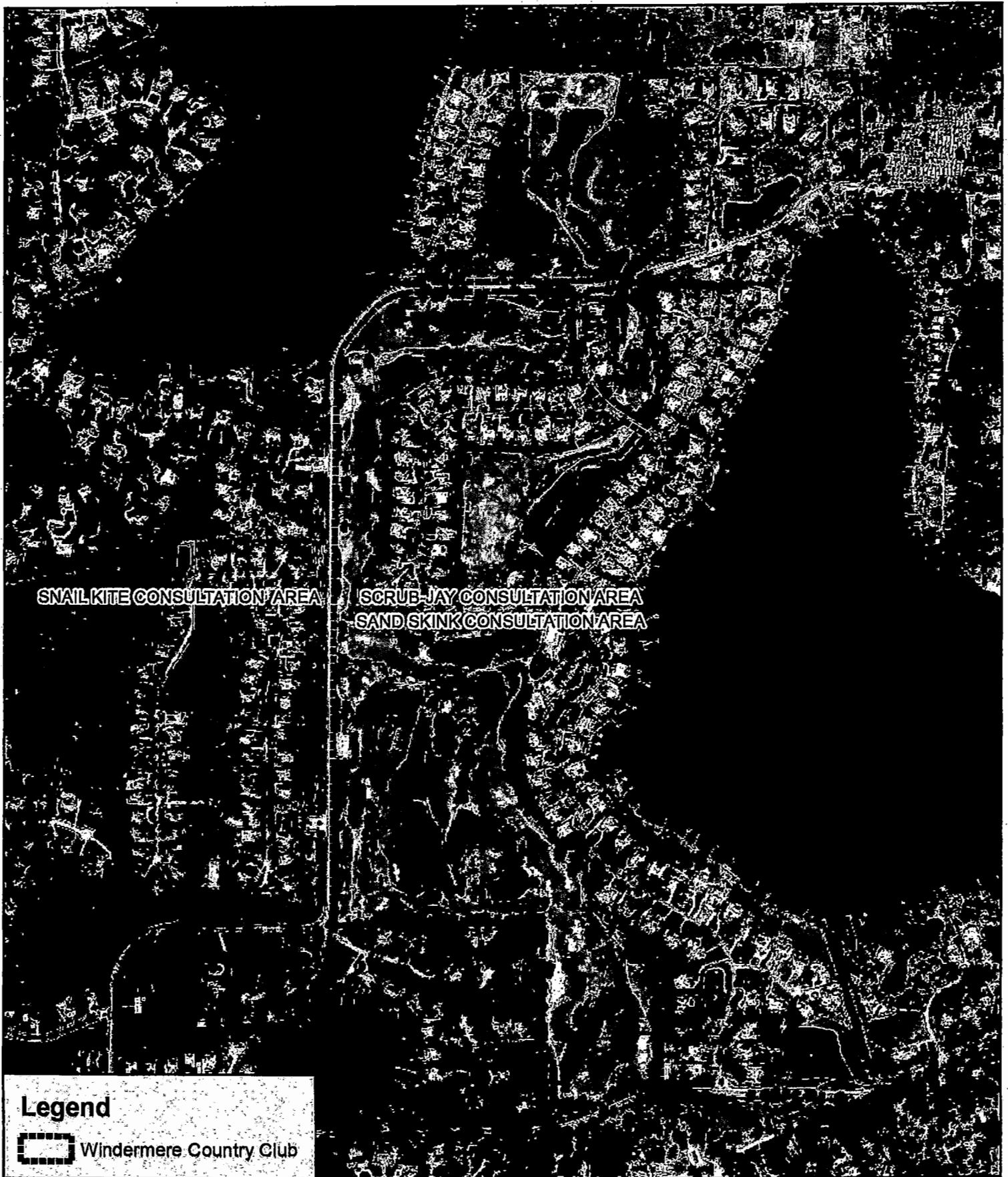
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Windermere Country Club
Orange County, Florida
Figure 6
Wildlife Map



1,000
Feet

Project #: 869-01
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Date: 7/30/2015



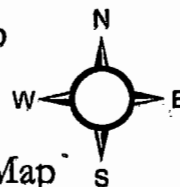
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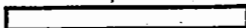
 Windermere Country Club

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Windermere Country Club
Orange County, Florida
Figure 7
USFWS Consultation Areas Map



1,000
 Feet

Project #: 869-01
Produced By: WEK
Date: 7/30/2015

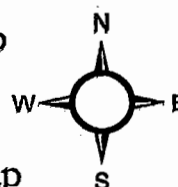
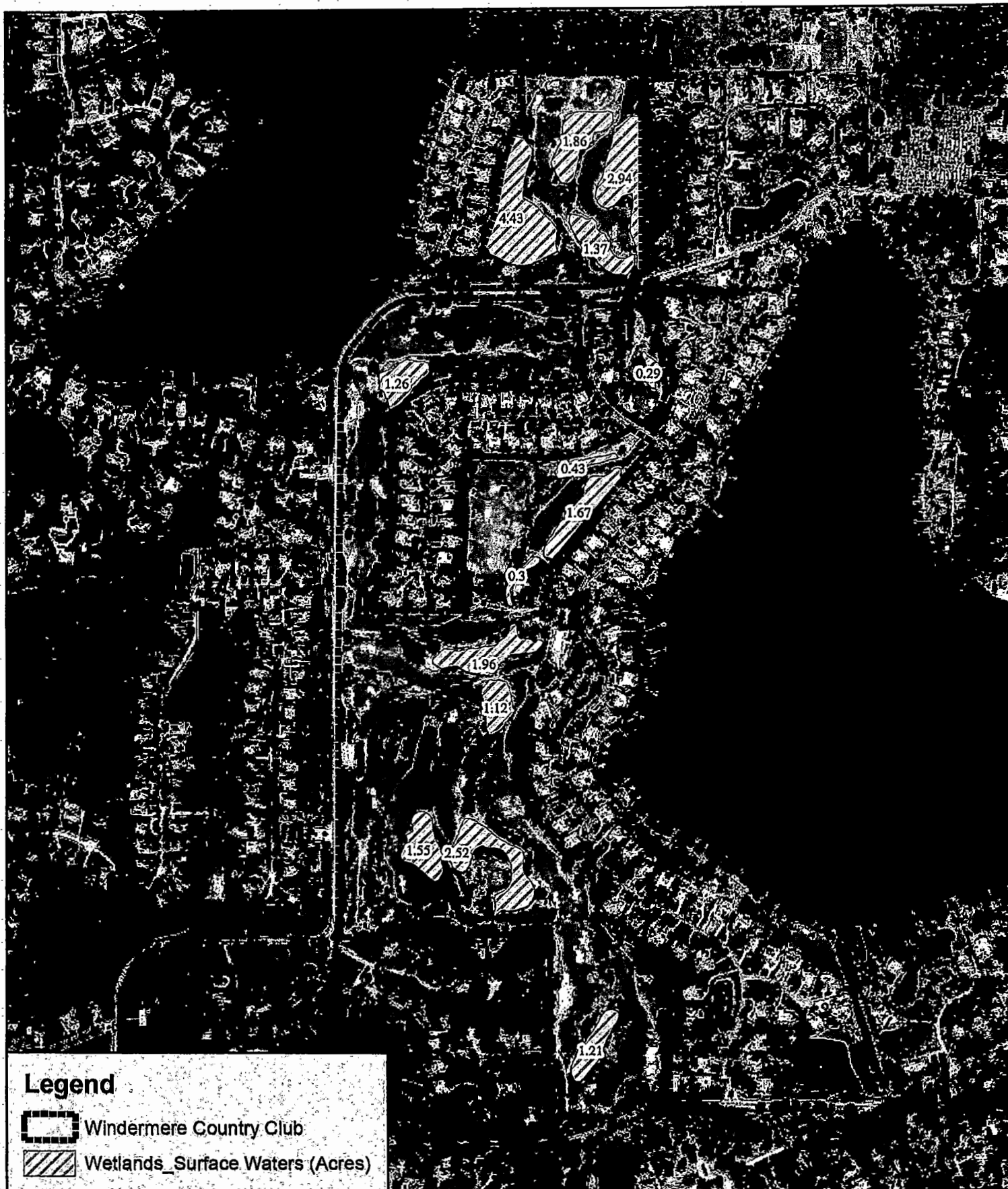


Table 1: Potentially Occurring Listed Wildlife and Plant Species in Orange County, Florida.

Scientific Name	Common Name	Federal Status	State Status	County Occurrence Status
FISH				
<i>Cyprinodon variegatus hubbsi</i>	Lake Eustis pupfish	N	LS	C
AMPHIBIANS				
<i>Lithobates capito</i>	gopher frog	N	LS	C
REPTILES				
<i>Alligator mississippiensis</i>	American alligator	T(S/A)	LS	C
<i>Drymarchon corais couperi</i>	eastern indigo snake	LT	LT	C
<i>Gopherus polyphemus</i>	gopher tortoise	N	LT	C
<i>Neoseps reynoldsi</i>	sand skink	LT	LT	C
<i>Pituophis melanoleucus mugitus</i>	Florida pine snake	N	LS	P
<i>Stilosoma extenuatum</i>	short-tailed snake	N	LT	C
BIRDS				
<i>Aphelocoma coerulescens</i>	Florida scrub-jay	LT	LT	C
<i>Aramus guarana</i>	limpkin	N	LS	C
<i>Athene cunicularia</i>	burrowing owl	N	LS	P
<i>Egretta caerulea</i>	little blue heron	N	LS	C
<i>Egretta thula</i>	snowy egret	N	LS	C
<i>Egretta tricolor</i>	tricolored heron	N	LS	C
<i>Eudocimus albus</i>	white ibis	N	LS	C
<i>Falco sparverius paulus</i>	southeastern American kestrel	N	LT	P
<i>Grus canadensis pratensis</i>	Florida sandhill crane	N	LT	C
<i>Haliaeetus leucocephalus</i>	bald eagle	MC	*	C
<i>Mycteria americana</i>	wood stork	LE	LE	C
<i>Pandion haliaetus</i>	osprey	N	LS**	P
<i>Picoides borealis</i>	red-cockaded woodpecker	LE	LE	C
<i>Platalea ajaja</i>	roseate spoonbill	N	LS	P
<i>Sterna antillarum</i>	least tern	N	LT	P
MAMMALS				
<i>Peromyscus floridanus</i>	Florida mouse	N	LS	C
<i>Sciurus niger shermani</i>	Sherman's fox squirrel	N	LS	C

<i>Sorex longirostris</i> <i>longirostris</i>	southeastern shrew	N	N	P
INVERTEBRATES				
<i>Aphaostracon monas</i>	Wekiwa hydrobe	N	N	C
<i>Cincinnatia wekiwae</i>	Wekiwa siltsnail	N	N	C
<i>Procambarus acherontis</i>	Orlando cave crayfish	N	N	C
<i>Troglocambarus sp 1</i>	Orlando spider cave crayfish	N	N	C
VASCULAR PLANTS				
<i>Asclepias curtissii</i>	Curtiss' milkweed	N	LE	C
<i>Bonamia grandiflora</i>	Florida bonamia	LT	LE	C
<i>Calamintha ashei</i>	Ashe's savory	N	LT	R
<i>Cheiroglossa palmata</i>	hand fern	N	LE	C
<i>Clitoria fragrans</i>	pigeon-wing	LT	LE	C
<i>Conradina grandiflora</i>	large-flowered rosemary	N	LE	R
<i>Deeringothamnus pulchellus</i>	beautiful pawpaw	LE	LE	C
<i>Eriogonum longifolium</i> var <i>gnaphalifolium</i>	scrub buckwheat	LT	LE	C
<i>Glandularia tampensis</i>	Tampa vervain	N	LE	C
<i>Illicium parviflorum</i>	star anise	N	LE	C
<i>Lechea cernua</i>	nodding pinweed	N	LT	C
<i>Lindera subcoriacea</i>	bog spicebush	N	LE	R
<i>Lupinus westianus</i> var <i>aridorum</i>	scrub lupine	LE	LE	C
<i>Matelea floridana</i>	Florida spiny-pod	N	LE	C
<i>Monotropa hypopithys</i>	pinemap	N	LE	C
<i>Nemastylis floridana</i>	fall-flowering ixia	N	LE	C
<i>Nolina atopocarpa</i>	Florida beargrass	N	LT	C
<i>Nolina brittoniana</i>	Britton's beargrass	LE	LE	C
<i>Paronychia chartacea</i> ssp <i>chartacea</i>	paper-like nailwort	LT	LE	C
<i>Peperomia humilis</i>	terrestrial peperomia	N	LE	R
<i>Platanthera integra</i>	yellow fringeless orchid	N	LE	C
<i>Polygala lewtonii</i>	Lewton's polygala	LE	LE	C
<i>Polygonella myriophylla</i>	Small's jointweed	LE	LE	C
<i>Prunus geniculata</i>	scrub plum	LE	LE	C
<i>Pteroglossaspis ecristata</i>	wild coco	N	LT	C
<i>Salix floridana</i>	Florida willow	N	LE	C
<i>Stylisma abdita</i>	scrub stylisma	N	LE	C
<i>Warea amplexifolia</i>	clasping warea	LE	LE	C
<i>Zephyranthes simpsonii</i>	rain lily	N	LT	C

FEDERAL LEGAL STATUS

LE-Endangered: species in danger of extinction throughout all or a significant portion of its range.

LT-Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.

E(S/A)-Endangered due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.

T(S/A)-Threatened due to similarity of appearance (see above).

PE-Proposed for listing as Endangered species.

PT-Proposed for listing as Threatened species.

C-Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.

XN-Non-essential experimental population.

MC-Not currently listed, but of management concern to USFWS.

N-Not currently listed, nor currently being considered for listing as Endangered or Threatened.

STATE LEGAL STATUS - ANIMALS

LE-Endangered: species, subspecies, or isolated population so few or depleted in number or so restricted in range that it is in imminent danger of extinction.

LT-Threatened: species, subspecies, or isolated population facing a very high risk of extinction in the future.

LS-Species of Special Concern is a species, subspecies, or isolated population which is facing a moderate risk of extinction in the future.

PE-Proposed for listing as Endangered.

PT-Proposed for listing as Threatened.

PS-Proposed for listing as Species of Special Concern.

N-Not currently listed, nor currently being considered for listing.

STATE LEGAL STATUS - PLANTS

LE-Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.

LT-Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.

PE-Proposed for listing as Endangered.

PT-Proposed for listing as Threatened.

N-Not currently listed, nor currently being considered for listing.

** State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)*

COUNTY OCCURRENCE STATUS

Vertebrates and Invertebrates:

C = Confirmed

P = Potential

N = Nesting

Plants:

C = Confirmed

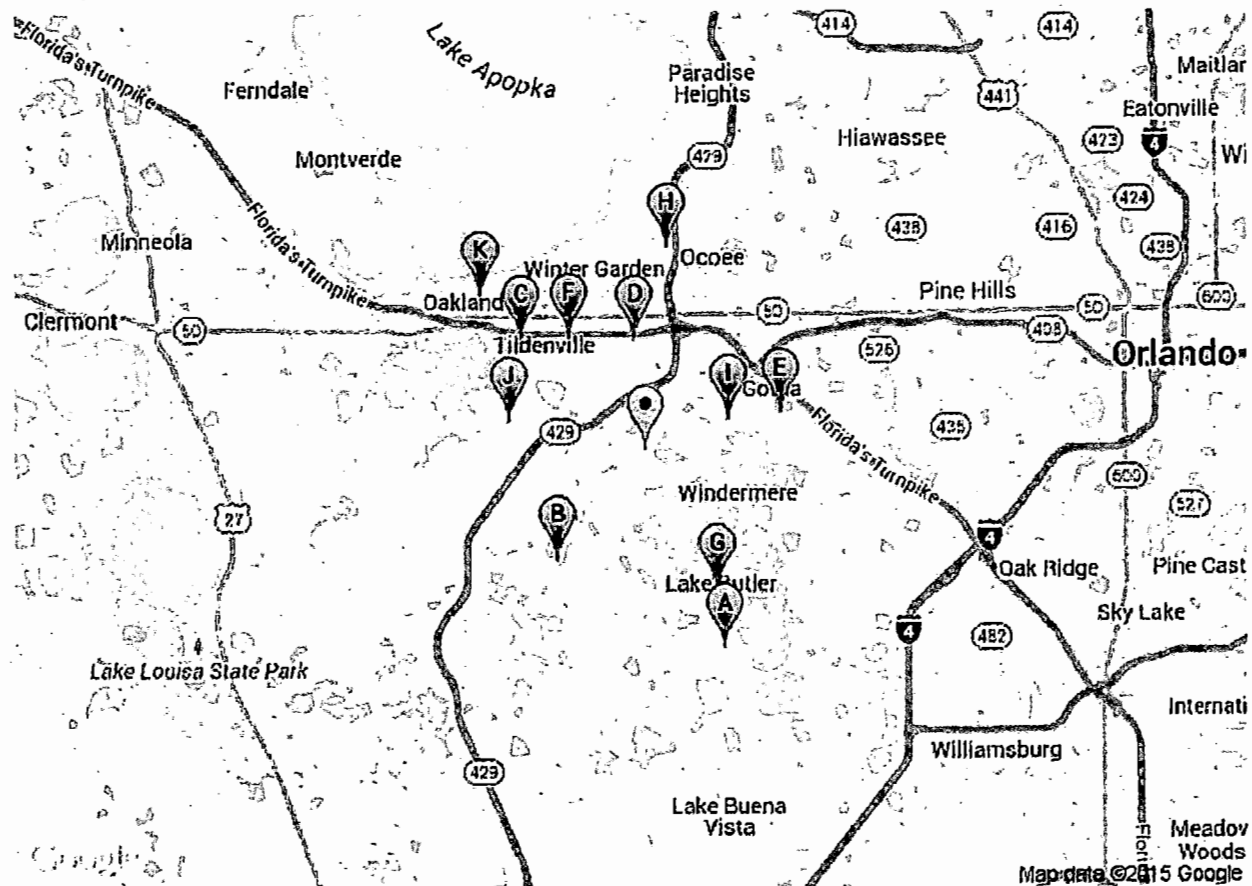
R = Reported

This report was generated using the bald eagle nest locator at
<https://public.myfwc.com/FWRI/EagleNests/nestlocator.aspx> on 8/7/2015 11:39:28 AM.

Search Entered: Within 5 miles of latitude 28.5095913888889 and longitude -81.5679875; All Search Results

11 record(s) were found; 11 record(s) are shown

Bald Eagle Nest Map:



Bald Eagle Nest Data Search Results:

Results per page:

Letter	Nest ID	County	Latitude	Longitude	Township	Range	Section	Gaz Page	Last Known Active	Last Surveyed	Act 10	Act 11	Act 12	Act 13	Act 14	Dist. (Mi)
A	OR006	Orange	28 26.80	81 32.40	23S	28E	32	85	2003	2014	*	*	*	*	-	4.66
B	OR007	Orange	28 28.47	81 35.98	23S	27E	22	85	2014	2014	*	Y	*	*	Y	3.09
C	OR018	Orange	28 32.61	81 36.75	22S	27E	28	79	2014	2014	*	Y	*	*	Y	3.57
D	OR039	Orange	28 32.59	81 34.31	22S	27E	25	79	2014	2014	*	Y	*	*	Y	2.33
E	OR041	Orange	28 31.22	81 31.18	23S	28E	04	79	2008	2014	*	N	*	*	-	3.02
F	OR052	Orange	28 32.63	81 35.74	22S	27E	27	79	2011	2014	*	Y	*	*	-	2.90
G	OR053	Orange	28 27.94	81 32.56	23S	28E	19	85	2014	2014	*	Y	*	*	Y	3.40
H	OR066	Orange	28 34.32	81 33.62	22S	27E	13	79	2014	2014	*	Y	*	*	Y	4.33

I	OR067	Orange	28 31.10	81 32.31	23S	28E	05	79	2014	2014	*	Y	*	*	Y	1.89
J	OR072	Orange	28 31.08	81 37.02	23S	27E	04	79	2010	2014	Y	N	*	*	-	3.03
K	OR083	Orange	28 33.42	81 37.62	22S	27E	20	79	2014	2014	*	*	*	*	Y	4.85

"Y" denotes an active nest

"U" denotes a nest that was visited but status was undetermined

"N" denotes an inactive nest

"*" denotes a nest that was not surveyed

"-" denotes an unobserved nest

IN THE CIRCUIT COURT,
NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE
COUNTY, FLORIDA

WINDERMERE COUNTRY CLUB, LLC,
A Florida limited liability company,

Petitioner,

CASE NO. 2016-CA-009999-O

v.

ORANGE COUNTY, FLORIDA,
a charter county and a political
subdivision of the State of Florida, and
the BOARD OF COUNTY
COMMISSIONERS OF ORANGE
COUNTY, FLORIDA,

Respondents.


STATE OF FLORIDA:
COUNTY OF ORANGE:

AFFIDAVIT OF KARL KRICHBAUM

Before me, the undersigned authority, personally appeared Karl Krichbaum,
who after being duly sworn states:

1. My name is Karl Krichbaum, I am over the age of eighteen, have personal knowledge of each of the facts stated in this affidavit, and am competent to testify to those statements.
2. I am a Project Manager/Senior Transportation Planner with VHB.

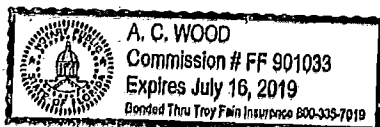
3. Attached hereto as Exhibit A is a copy of my current CV.
4. The traffic study attached hereto shows that the roadways have sufficient capacity for the requested rezoning. Based on the 9th Edition ITE Manual for trip generation, the PM peak hour trip generation for the golf course and restaurant is 240 trips, over twice the trips for the proposed single family residential use which results in 95 trips.
5. Attached hereto as Exhibit B is a true and correct copy of the Traffic Concurrency Analysis dated September, 2015.

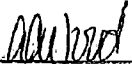

KARL KRICHBAUM,
Project Manager/Senior Transportation
Planner
VHB

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 20 day of JANUARY, 2017 by KARL KRICHBAUM, Project Manager/Senior Transportation Planner with VHB, who is personally known to me or who produced _____ as identification.

[Notary Seal]




Notary Public
Printed Name: AC Wood
My Commission Expires: 07/16/2019

Synopsis

Karl Krichbaum is a Project Manager / Senior Transportation Planner at Vanasse Hangen Brustlin, Inc. (VHB) with over 28 years of experience. Mr. Krichbaum manages master and action plans, traffic analyses, traffic impact fee studies, access management, signal warrants and a variety of other planning projects. Mr. Krichbaum is also proficient with Synchro, Highway Capacity Software (HCS), Turns 5, AutoCAD, and MicroStation software.

Relevant Experience

Developments of Regional Impact (DRIs) - Mr. Krichbaum conducts calculation of trip generation, distribution of project trips based on multiple regional models Central Florida Regional Planning Model (CFRPM) output, significance and adversity analysis, SYNCHRO and HCS intersection analysis.

Orange County Transportation Impact Fee Assessments - Mr. Krichbaum is responsible for extensive data collection, including origin and destination surveys. He manages technicians in the reduction and assessment of field data and maintains contact with Orange County staff in order to complete the studies in a timely manner.

Interchange Justification Report (IJR) and Master Plan - Mr. Krichbaum has worked with FDOT Districts 3 and 5, FDOT Central Office, and the FHWA on IJR and Master Plan projects. Mr. Krichbaum was the project manager of an IJR at I-95 and Viera Boulevard in Brevard County. Mr. Krichbaum was responsible for coordination of data collection, modeling, meetings with all review agencies, and production of the document. Additionally, Mr. Krichbaum was responsible for data collection and production of the I-10 Master Plan in Northwest Florida. Here, Tier 1 and Tier 2 analyses were conducted to establish final recommendations for the corridor. Mr. Krichbaum was also responsible for producing the SR 750 Action Plan located in Pensacola Florida. Here recommendations were provided to enhance the facility to meet SIS standards.

Construction Cost Estimator - Mr. Krichbaum has produced construction cost estimates on behalf of FDOT as part of the mitigation process for large DRIs. Mr. Krichbaum confers with local jurisdictions as well as contractors obtaining up to date unit prices for accurate estimating. These estimates have been utilized in final mitigation negotiations for both private and public uses.

Transportation Concurrency Management Area (TCMA) - Mr. Krichbaum has worked with several municipalities identifying deficiencies and implementing a plan for specific areas. Mr. Krichbaum has provided alternatives such as groupings of roadways as an aggregate level of service, improvements to intersections, administering new corridors, and modifying existing transit routes.

Corridor Planning Analysis - Mr. Krichbaum is currently part of the production team conducting an access management and planning analysis for US 27 located in Central Florida. His role as a team member is to provide alternatives for a new parallel facility that will relieve congestion from mainline US 27. Tasks include environmental assessment, geometric and topographic considerations for the proposed roadway as well as mobility and access enhancement to the existing facility. Similarly, Mr. Krichbaum has provided design and future analysis for local roadways such as Rolling Acres Road in Lady Lake, Florida and Douglas Avenue in Altamonte Springs, Florida. Mr. Krichbaum has extensive experience in roadway design and site development as well as permitting projects through local, state, and federal agencies.

Windermere Golf Property

PREPARED FOR

Bryan DeCunha
Windermere Country Club
271 Butler Bay Drive North
Windermere, FL 34786

PREPARED BY



225 East Robinson Street, Suite 300
Landmark Center Two
Orlando, FL 32801
407.839.4006

September 2015

PROFESSIONAL ENGINEER ENDORSEMENT

I hereby certify that I am a registered professional engineer in the State of Florida practicing with VHB, Inc., a corporation, authorized to operate as an engineering business, Certification of Authorization No. 00003932, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and I have prepared or approved the methodology, analysis, conclusions and recommendations hereby reported for:

Project: Windermere Golf Property Traffic Impact Analysis

Location: Orange County, Florida

Client: Windermere Country Club

I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering, as applied through professional engineering judgment and practical experience.

Name: Kevin T. Freeman, P.E.

P.E. Number: 76146

Date: October 4, 2015

Signature

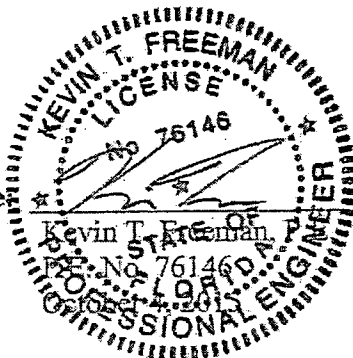




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Appendices

Appendix A – Orange County Concurrency Management System Data

Appendix B – Turning Movement Counts and Seasonal Factor Data



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1

Introduction

VHB has been retained to conduct a traffic concurrency analysis for the Windermere Golf Property residential project, located north of Lake Butler Boulevard in west Orange County, Florida. Figure 1 shows the project location. The analysis is in accordance with Orange County's methodology for traffic analysis and it quantifies both the existing traffic conditions along area roadways surrounding the site and the projected future traffic conditions expected for the Build condition (including development of the proposed site). This document provides a detailed description of the study methodology, analysis, and key findings.

Project Description

The proposed project consists of 95 single family homes. This traffic study analyzes the impacts of these single family units on the surrounding roadways. The site is bounded by Lake Butler Boulevard to the south and McKinnon Road to the west. Access to the site will be provided through multiple accesses on McKinnon Road and Lake Butler Boulevard. The project replaces an existing golf course currently operating as Windermere Country Club. The existing golf club has access on Butler Bay Drive North. This access is proposed to be closed and all buildings associated with the golf course to be removed.

Trip Generation

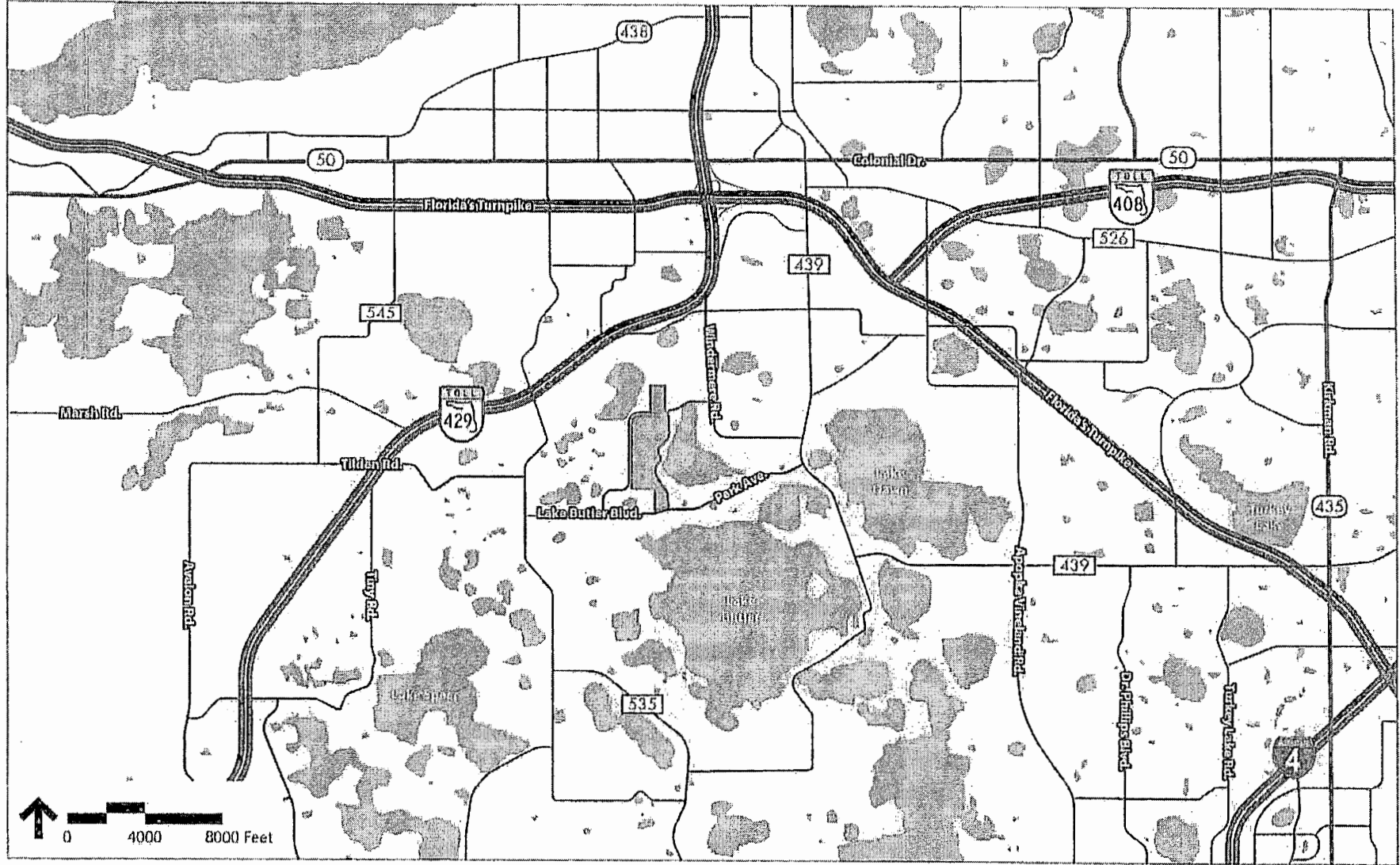
Table 1 summarizes the trip generation for the proposed development program. The daily and peak hour trips were calculated based on equations in the Institute of Transportation Engineers' *Trip Generation*, 9th Edition. The ITE Land Use Code 210 – Single Family Residential was deemed the most appropriate for the proposed development. As shown in Table 1, the proposed development is expected to generate 1,002 new daily trips, and 101 new PM peak hour trips.



Table 1 Project Trip Generation

ITE Land Use Code	Land Use Code Description	Size (units)	Total Daily Trips (veh/day)	PM Peak Trips (veh/hr)		
				Total	Enter	Exit
210	Single Family Residential	95	1,002	101	64	37

Sources: ITE Trip Generation 9th Edition; ITE Trip Generation Handbook



Project Area



Figure 1
Site Location Map



Trip Distribution and Assignment

The distribution of site generated traffic is a function of population in surrounding areas, shopping opportunities, existing travel patterns, ease of access to the site, and traffic conditions on area roadways. In consideration of these factors the distribution of primary trips to and from the site is shown on Figure 2. This distribution was developed by observing traffic volumes on the surrounding roadway network with respect to larger roadway facilities and attraction based land uses. As shown in the figure, approximately 65 percent of trips are expected to arrive from the south and the remaining 35 percent of trips are expected to arrive from the north.

The site-generated traffic was assigned to the roadway network based on the above trip distribution.

Study Methodology and Study Area of Influence

The focus of this analysis is to evaluate the traffic flows and operating conditions on the roadways likely to be used by motorists to and from the project and the potential traffic impacts on these roadways. Per Orange County requirements, the analysis area for the project is defined as all directly impacted collector or arterial roadway segments within a one mile radius around the project site and out to 3% significance, as shown in Figure 1. Table 2 shows the significance calculation based on the PM peak hour project trips on the roadway segments that are within one mile of the project or are greater or equal to 3% of the minimum service volumes at the adopted Level of Service. Based on this review, the analysis area includes the following roadway segments:

- McKinnon Road from Lake Butler Boulevard to Windermere Road
- Windermere Road from Roberson Road to Maguire Road
- Lake Butler Boulevard from Winter Garden Vineland Road to Maguire Road

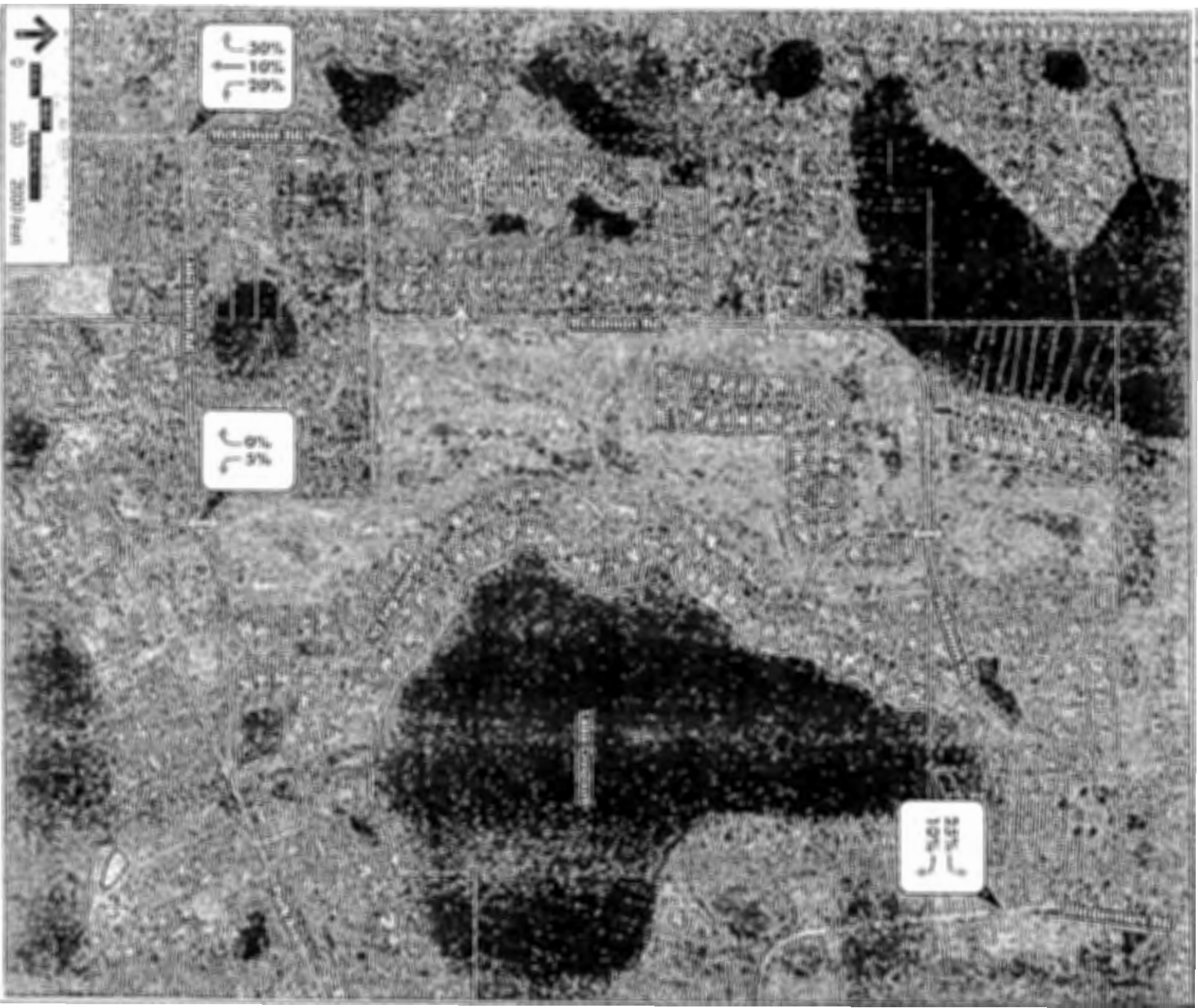


Figure 2
Project Distribution Map

bing Maps | <http://www.bing.com/maps>



Table 2 Project Traffic Significance Calculation

From	To	No. of Lanes	Min LOS	Total Capacity	Project Distrib.	Project Trips	% of Adopted Capacity	> 3% Significance?	Within 1 Mile Radius?	Within Study Area?
McKinnon Road*										
Lake Butler Boulevard	Project Driveway	2	D	740	60%	39	5.27%	Yes	Yes	Yes
Project Driveway	Windermere Road	2	D	740	35%	23	3.10%	Yes	Yes	Yes
Windermere Road										
Roberson Road	Maguire Road	2	D	740	25%	16	2.16%	No	Yes	Yes
Lake Butler Boulevard										
Winter Garden Vineland Road	Maguire Road	2	D	740	30%	20	2.70%	No	Yes	Yes

Source: Orange County Concurrency Management System, September 2015

*roadway is not in CMS – for informational purposes only

000281

Existing Conditions

Existing Roadway Segment Analysis

Table 3 summarizes the PM peak existing conditions roadway segment analysis within the analysis area. The roadway volumes and service capacities were obtained from the Orange County Concurrency Management System (CMS). A copy of the data provided by the County is included in the Appendix A. It should be noted that McKinnon Road is not currently listed in the Orange County CMS. Because of the multiple project entrances on McKinnon Road PM peak hour turning movement counts (TMC) were conducted at the intersections of McKinnon Road at Lake Butler Boulevard and Windermere Road. These traffic volumes were utilized to establish the existing condition level of service (LOS) based on the 2012 FDOT Quality/Level of Service Handbook, rural undeveloped area. This assignment is similar to the adjacent roadway network presented in the Orange County CMS. A countywide seasonal factor was applied to the TMC to present a theoretical standardized LOS. The TMC and seasonal factor data can be found in Appendix B.

Table 3 shows that all roadway segments within the analysis area currently have excess capacity based on existing PM peak hour volumes plus traffic from approved development (i.e., committed trips) when compared to the total service capacity.



Table 3 Existing Conditions Roadway Segment Analysis

From	To	No. of Lanes	AADT	Peak Hour Volume	Peak Direction	Min LOS	Total Capacity	Committed Trips	Available Capacity	LOS	Meets Standard?
McKinnon Road											
Lake Butler Blvd	Windermere Road	2	*N/A	166	EB	D	740	*N/A	574	B	Yes
Lake Butler Blvd											
Winter Garden Vineland Road	Maguire Road	2	6,685	402	EB	D	740	16	322	C	Yes
Windermere Road											
Roberson Road	Maguire Road	2	4,392	232	NB	D	740	6	502	C	Yes

Source: Orange County Concurrency Management System, September 2015

* roadway is not in CMS – for informational purposes only

Future Conditions

To determine the impacts of the site-generated traffic volumes on the surrounding roadway network, future traffic conditions were analyzed. Anticipated site-generated traffic volumes were added to the existing traffic volumes plus the committed trips (No-Build) to reflect the build conditions in the study area.

Roadway Segment Analysis

The future build conditions roadway segment analysis was conducted for the proposed development. The total peak hour volumes were calculated by adding the site-generated trips to the existing traffic volumes plus the committed trips (No-Build). Table 4 shows that all roadway segments within the analysis area will continue to have excess capacity.

Roadway Trip Reduction

Although a trip reduction analysis is not included as part of this study, it is important to note that existing trips that currently access the golf course facility will no longer impact the surrounding roadway network once closure is in place. A TMC was conducted at the existing golf course driveways located on Butler Bay Drive North. During the PM peak hour condition 8 vehicles entered and 8 vehicles exited the golf course premises. An origin destination analysis was not conducted to determine if this traffic was part of internal capture to the community or "net new trips", however, it should be noted by closing the golf course facility by conversion to single family dwelling units a decrease in background traffic will occur to the surrounding roadway network.



Table 4. Future Build Conditions Roadway Segment Analysis.

From	To	No. of Lanes	Min LOS	Existing Conditions					Future Conditions					
				Peak Hour Volume	Peak Direction	Total Capacity	Committed Trips	Available Capacity	Project Distribution	Project Direction	Project Trips	Total Peak Hour Volume	Available Capacity	Meets Standard?
McKinnon Road														
Lake Butler Blvd	Project Driveway	2	D	142	NB	740	*N/A	598	60%	In	39	181	559	Yes
Project Driveway	Windermere Road	2	D	165	EB	740	*N/A	575	35%	Out	13	178	862	Yes
Lake Butler Blvd														
Winter Garden Vineland Road	McKinnon Road	2	D	402	EB	740	16	322	30%	In	20	438	302	Yes
McKinnon Road	Maguire Road	2	D	402	EB	740	16	322	25%	Out	10	428	312	Yes
Windermere Road														
Roberson Road	McKinnon Road	2	D	232	NB	740	6	502	25%	Out	10	248	492	Yes
McKinnon Road	Maguire Road	2	D	232	NB	740	6	502	10%	In	7	245	495	Yes

Source: Orange County Concurrency Management System, September 2015

* roadway is not in CMS -- for informational purposes only



4

Conclusions

This traffic analysis has been prepared to evaluate the traffic impacts associated with the development of 95 single family homes within the Windermere Golf Property project along McKinnon Road.

The following is a summary of study findings:

- The existing conditions analysis shows that all roadway segments within the analysis area have excess capacity and operate within the adopted LOS standards. When the committed trips for each segment are added to the existing PM peak hour volumes, all of the segments continue to operate sufficiently.
- The proposed development is projected to generate 1,002 daily trips and 101 PM peak hour trips.
- With the addition of project traffic, all the roadway segments within the analysis area will continue to operate within the adopted LOS under the future Build conditions.

APPENDICES

APPENDIX A

Orange County Concurrency Management System Data



Orange County, Florida
Traffic Concurrency Management Program
Concurrency Link Information

APPLICATION #:

Num	From	To	Lgth	Maint Agency	A T	Function Class	Ln	AADT	PmPk	PkDir	Min Los	Total Cap	Comm Trips	Avail Cap*	Los
<i>Lake Butler Blvd</i>															
229	Winter Garden-Vineland Rd	Maguire Rd	3.04	Cnty	R	Collector	2	6,685	402	NB	D	740	16	322	C
<i>Windermere Rd</i>															
458.1	Roberson Rd	Maguire Rd	2.09	Cnty	R	Collector	2	4,392	232	NB	D	740	6	502	C

* It should be noted that the capacities indicated on this information sheet are a snapshot at this specific date and time. Available capacities are subject to change at any time.

APPENDIX B

Turning Movement Counts and Seasonal Factor Data

2014 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 7500 ORANGE COUNTYWIDE

MOCF: 0.98
 PSCF

WEEK	DATES	SF	PSCF
1	01/01/2014 - 01/04/2014	1.01	1.03
2	01/05/2014 - 01/11/2014	1.03	1.05
3	01/12/2014 - 01/18/2014	1.05	1.07
4	01/19/2014 - 01/25/2014	1.04	1.05
5	01/26/2014 - 02/01/2014	1.03	1.05
6	02/02/2014 - 02/08/2014	1.01	1.03
7	02/09/2014 - 02/15/2014	1.00	1.02
8	02/16/2014 - 02/22/2014	0.99	1.01
9	02/23/2014 - 03/01/2014	0.99	1.01
*10	03/02/2014 - 03/08/2014	0.98	1.00
*11	03/09/2014 - 03/15/2014	0.98	1.00
*12	03/16/2014 - 03/22/2014	0.98	1.00
*13	03/23/2014 - 03/29/2014	0.98	1.00
*14	03/30/2014 - 04/05/2014	0.98	1.00
*15	04/06/2014 - 04/12/2014	0.98	1.00
*16	04/13/2014 - 04/19/2014	0.98	1.00
*17	04/20/2014 - 04/26/2014	0.98	1.00
*18	04/27/2014 - 05/03/2014	0.98	1.00
*19	05/04/2014 - 05/10/2014	0.99	1.01
*20	05/11/2014 - 05/17/2014	0.99	1.01
*21	05/18/2014 - 05/24/2014	0.99	1.01
*22	05/25/2014 - 05/31/2014	0.99	1.01
23	06/01/2014 - 06/07/2014	1.00	1.02
24	06/08/2014 - 06/14/2014	1.00	1.02
25	06/15/2014 - 06/21/2014	1.01	1.03
26	06/22/2014 - 06/28/2014	1.01	1.03
27	06/29/2014 - 07/05/2014	1.01	1.03
28	07/06/2014 - 07/12/2014	1.02	1.04
29	07/13/2014 - 07/19/2014	1.02	1.04
30	07/20/2014 - 07/26/2014	1.02	1.04
31	07/27/2014 - 08/02/2014	1.01	1.03
32	08/03/2014 - 08/09/2014	1.00	1.02
33	08/10/2014 - 08/16/2014	1.00	1.02
34	08/17/2014 - 08/23/2014	0.99	1.01
35	08/24/2014 - 08/30/2014	1.00	1.02
36	08/31/2014 - 09/06/2014	1.00	1.02
37	09/07/2014 - 09/13/2014	1.01	1.03
38	09/14/2014 - 09/20/2014	1.01	1.03
39	09/21/2014 - 09/27/2014	1.01	1.03
40	09/28/2014 - 10/04/2014	1.00	1.02
41	10/05/2014 - 10/11/2014	0.99	1.01
42	10/12/2014 - 10/18/2014	0.99	1.01
43	10/19/2014 - 10/25/2014	0.99	1.01
44	10/26/2014 - 11/01/2014	1.00	1.02
45	11/02/2014 - 11/08/2014	1.01	1.03
46	11/09/2014 - 11/15/2014	1.02	1.04
47	11/16/2014 - 11/22/2014	1.02	1.04
48	11/23/2014 - 11/29/2014	1.02	1.04
49	11/30/2014 - 12/06/2014	1.02	1.04
50	12/07/2014 - 12/13/2014	1.01	1.03
51	12/14/2014 - 12/20/2014	1.01	1.03
52	12/21/2014 - 12/27/2014	1.03	1.05
53	12/28/2014 - 12/31/2014	1.05	1.07

* PEAK SEASON

09-MAR-2015 16:07:55

830UPD

5_7500_PKSEASON.TXT

Vanasse Hangen Brustlin, Inc.

County	Orange	City	Windermere
Intersection	Windermere Rd		& McKinnon Rd
Date	September 8, 2015		All Vehicles
Time Period	16:00	to	18:00

VHB Project #: 62395 .

Time Period	Northbound			Southbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	6	18	0	0	23	15
16:15 - 16:30	6	23	0	0	12	13
16:30 - 16:45	6	18	0	0	21	23
16:45 - 17:00	7	21	0	0	17	26
17:00 - 17:15	4	18	0	0	18	26
17:15 - 17:30	8	32	0	0	20	28
17:30 - 17:45	10	21	0	0	23	28
17:45 - 18:00	11	25	0	0	14	25
	58	176	0	0	148	184

Time Period	Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	25	0	3	0	0	0
16:15 - 16:30	21	0	2	0	0	0
16:30 - 16:45	28	0	8	0	0	0
16:45 - 17:00	36	0	6	0	0	0
17:00 - 17:15	32	0	4	0	0	0
17:15 - 17:30	31	0	11	0	0	0
17:30 - 17:45	33	0	9	0	0	0
17:45 - 18:00	40	0	4	0	0	0
	246	0	47	0	0	0

The diagram illustrates the intersection of Windermere Rd and McKinnon Rd. It includes traffic flow arrows and volume data for both directions.

North / South (Windermere Rd):

- Northbound (top): 107 vehicles. Flow arrow pointing up.
- Southbound (bottom): 75 vehicles. Flow arrow pointing down.

East / West (McKinnon Rd):

- Eastbound (left): 0 vehicles. Flow arrow pointing right.
- Westbound (right): 0 vehicles. Flow arrow pointing left.

Peak Hour Data (17:00 - 18:00):

- Peak Hour Factor: 0.91
- Total Pk Hr Volume: 475

Intersection Volume Data:

- Northbound (top): 136 vehicles. Flow arrow pointing up.
- Southbound (bottom): 33 vehicles. Flow arrow pointing down.
- Eastbound (left): 96 vehicles. Flow arrow pointing right.
- Westbound (right): 0 vehicles. Flow arrow pointing left.

Roadway Count Summary

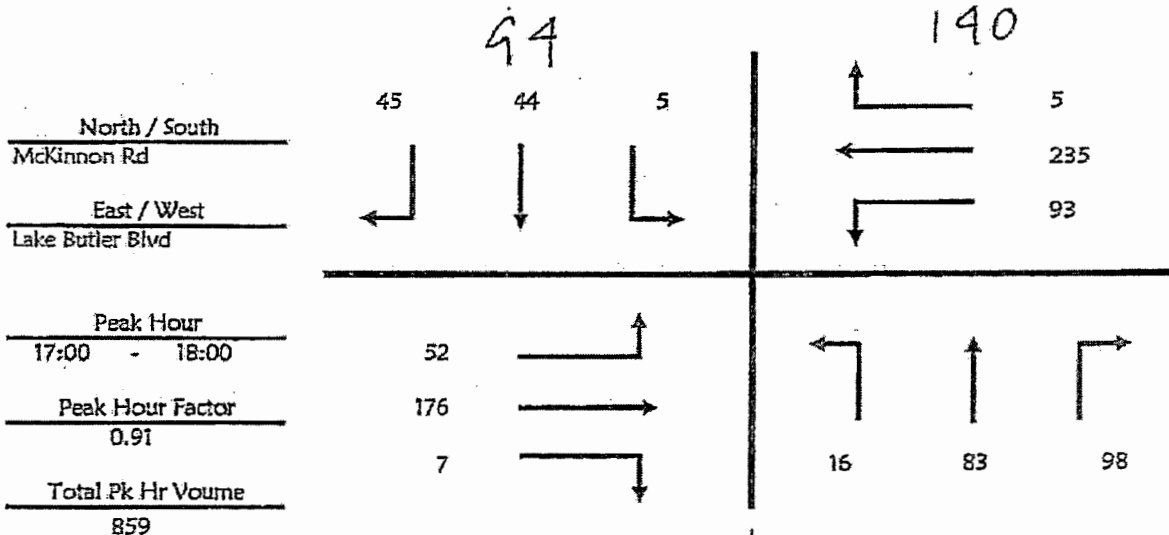
Vanasse Hangen Brustlin, Inc.

County Orange City Windermere
 Intersection McKinnon Rd & Lake Butler Blvd
 Date September 8, 2015 All Vehicles
 Time Period 16:00 to 18:00

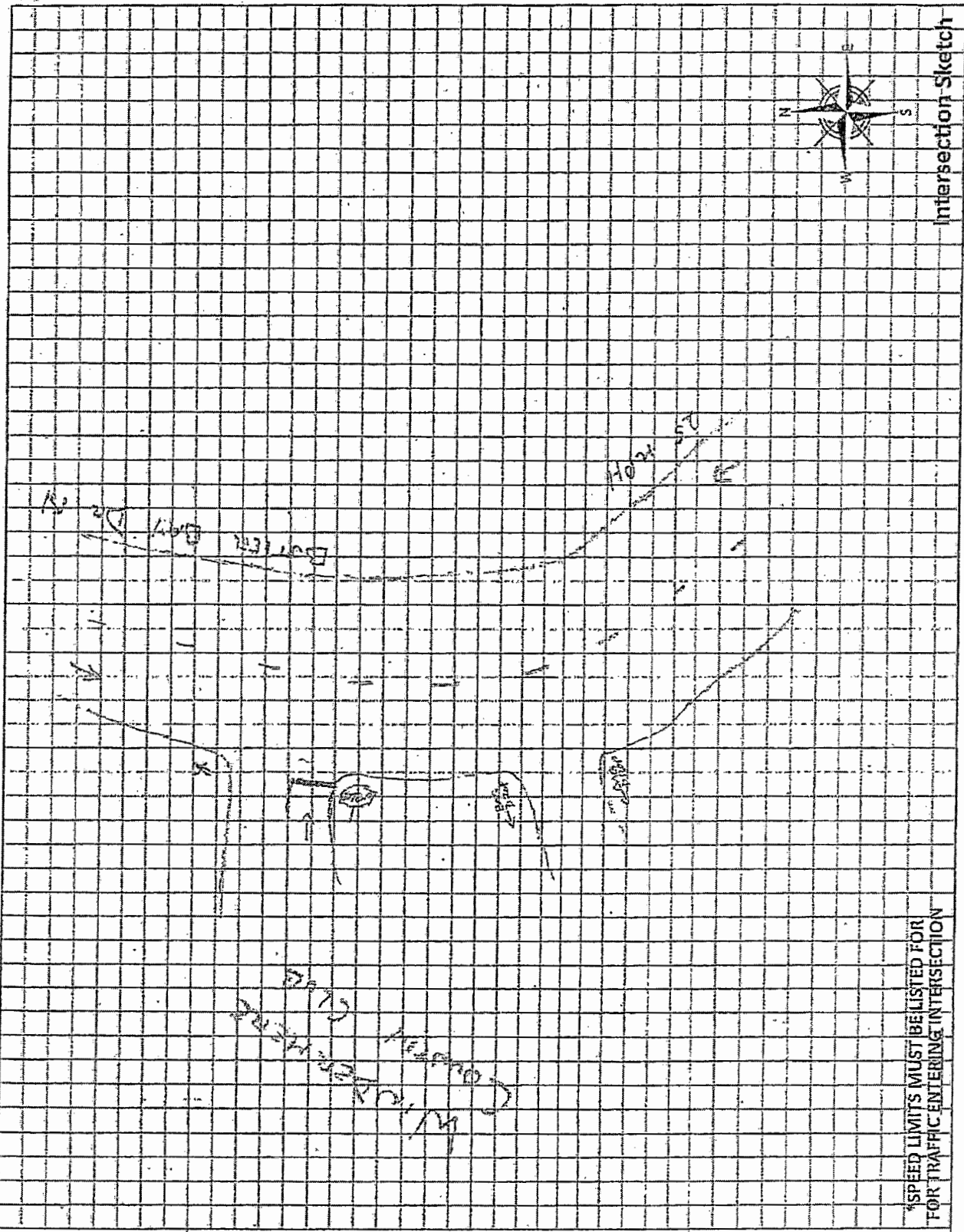
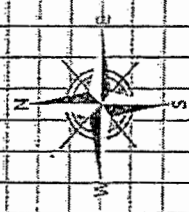
VHB Project #: 62395

Time Period	Northbound			Southbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	3	11	18	3	6	8
16:15 - 16:30	5	19	24	1	8	8
16:30 - 16:45	4	22	14	1	8	10
16:45 - 17:00	5	22	21	1	15	9
17:00 - 17:15	5	19	21	2	6	10
17:15 - 17:30	4	21	22	1	17	8
17:30 - 17:45	2	23	25	1	12	18
17:45 - 18:00	5	20	30	1	9	9
	33	157	175	11	81	80

Time Period	Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	11	47	0	20	52	2
16:15 - 16:30	10	39	2	22	55	1
16:30 - 16:45	10	38	1	18	50	3
16:45 - 17:00	8	35	1	16	53	2
17:00 - 17:15	4	28	2	23	62	1
17:15 - 17:30	12	53	2	32	63	1
17:30 - 17:45	18	45	1	15	57	2
17:45 - 18:00	18	50	2	23	53	1
	91	335	11	169	445	13



Intersection Sketch



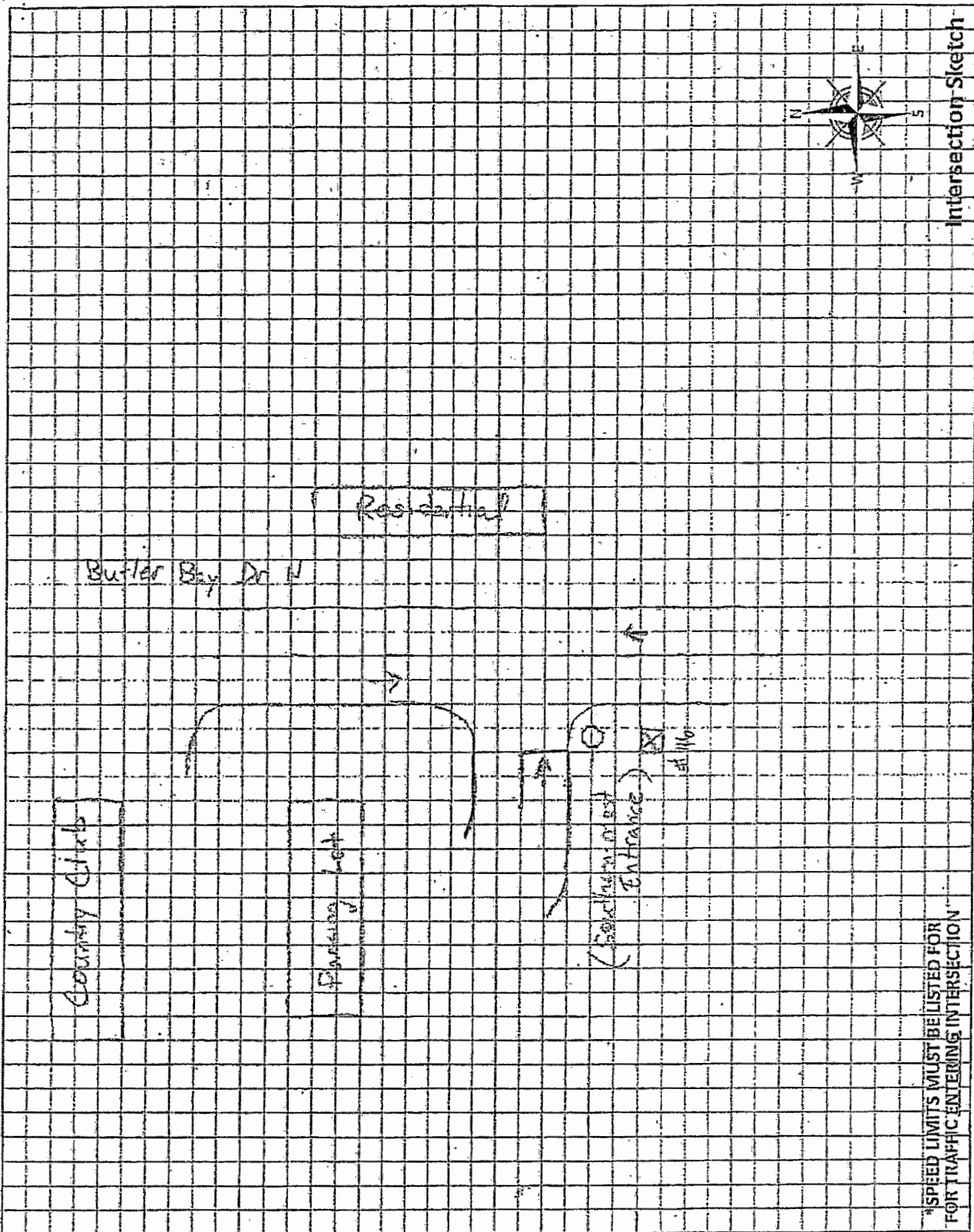
Additional Notes & Observations:

CAMERA SETUP 44

Date: 9/8/15

Project: 62395.00

Name: JESSE



Additional Notes & Observations:

#7 CAM 46

Date: 9/8/15

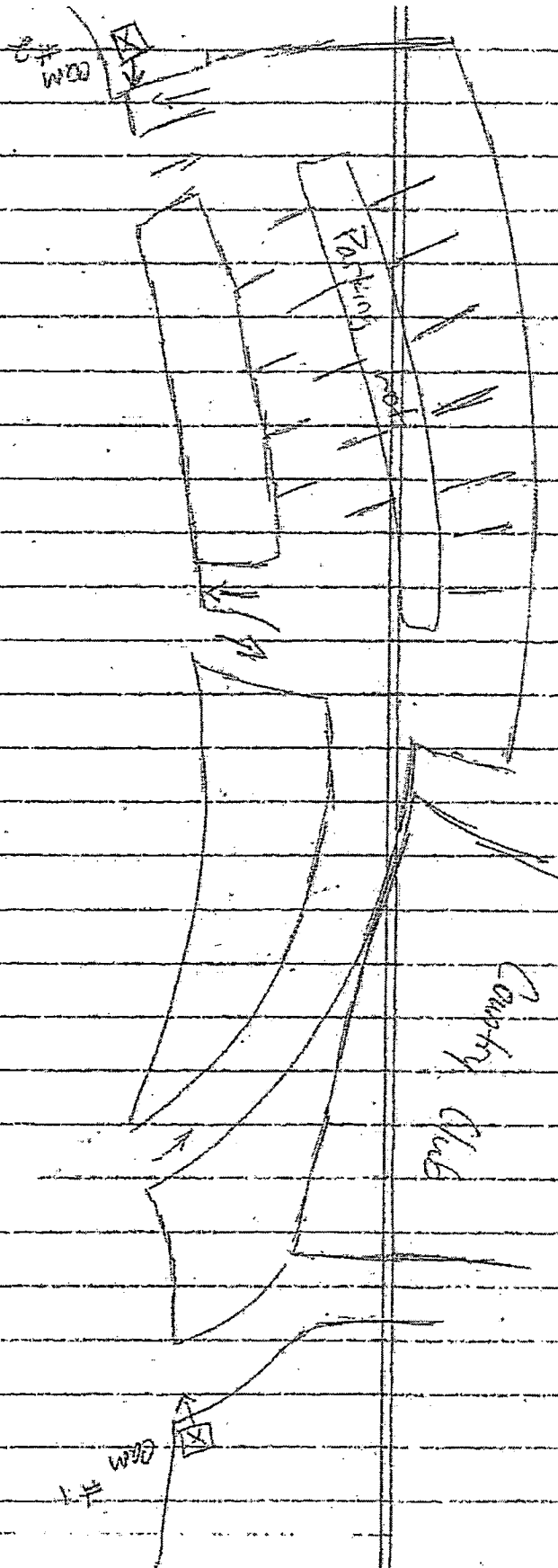
Project: 62395.00

Name: Michael

*SPEED LIMITS MUST BE LISTED FOR
FOR TRAFFIC ENTERING INTERSECTION

- We tried to get a view of
the two inner entrances w/
the two camera placements.

Location #7



IN

OUT

04:00 PM

04:15 PM

04:30 PM

04:45 PM

05:00 PM

05:15 PM

05:30 PM

05:45 PM

07:00 AM

07:15 AM

07:30 AM

07:45 AM

08:00 AM

08:15 AM

08:30 AM

08:45 AM

CAMERA SETUP 44

ENTRANCE #1

IN

OUT

04:00 PM

04:15 PM

04:30 PM

04:45 PM

05:00 PM

05:15 PM

05:30 PM

05:45 PM

07:00 AM

07:15 AM

07:30 AM

07:45 AM

08:00 AM

08:15 AM

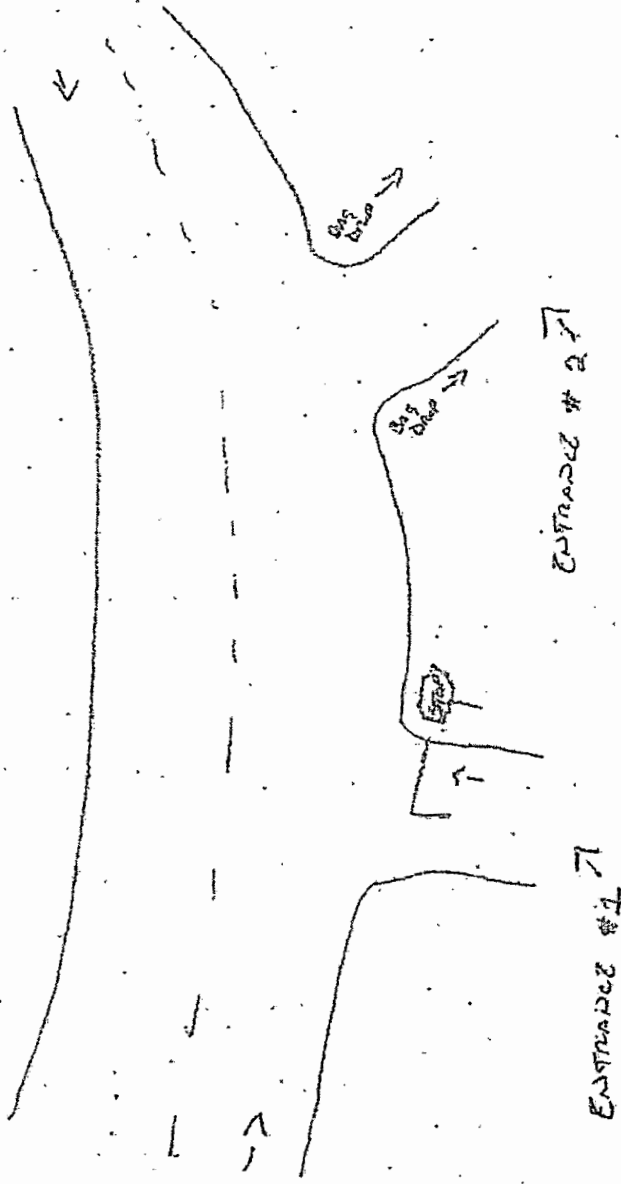
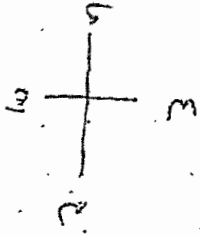
08:30 AM

08:45 AM

CAMERA SETUP 14

ENTRANCE #2

CAMERA SECTOR 44



IN

OUT

04:00 PM

04:15 PM

04:30 PM

04:45 PM

05:00 PM

05:15 PM

05:30 PM

05:45 PM

07:00 AM

07:15 AM

07:30 AM

07:45 AM

08:00 AM

08:15 AM

08:30 AM

08:45 AM

CAMERA SETOP 46

After recording return to:

Julie C. Salvo, AICP
Orange County Public Schools
445 West Amelia Street
Orlando, Florida 32801-1129

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SCHOOL
MITIGATION AGREEMENT
FOR
CAPACITY ENHANCEMENT
OC-15-043**

**Project Name: Windermere Country Club
Parcel ID: 01-23-27-1108-00-001; 01-23-27-1117-00-001**

THIS CAPACITY ENHANCEMENT AGREEMENT ("Agreement"), is entered into by and between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, ("School Board"), and WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, whose address is 2710 Budget Bay Drive North, Windermere, FL 34786, ("Applicant"); (School Board and Applicant are sometimes referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS:

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain "First Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Section 704.B.2. of the Orange County Charter, and Section 30-742 of the Orange County Code (together the "County Code"), an Applicant for a rezoning or comprehensive plan amendment that will generate additional students in a School Attendance Zone in which there is insufficient Net School Capacity to accommodate the anticipated additional students must enter into a Capacity Enhancement Agreement to mitigate the school overcrowding attributable to the anticipated additional students, all as specified in Section 10 of the Interlocal Agreement; and

WHEREAS, Applicant is the fee simple owner of that certain tract of land located in Orange County, Florida, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"). The Property location is further illustrated by a map attached hereto as **Exhibit "B"**, and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a Development Application to Orange County Government (the "Applicable Local Government") in connection with a proposal to obtain a

rezoning or comprehensive plan amendment in order to develop ninety five (95) single-family, detached residential dwelling units on the Property (the "Project"); and

WHEREAS, the Applicable Local Government has determined that the Property is currently vested for zero (0) residential units (the "Vested Units"), and the Applicant is seeking governmental approval to increase that amount by ninety five (95) residential units (the "New Units"); and

WHEREAS, at the time of this Agreement, the Property is located in the following School Attendance Zones: Windermere Elementary School, Bridgewater Middle School, and West Orange High School ("Project Schools"); and

WHEREAS, based on the current adopted Level of Service standards of the School Attendance Zone(s) within which the Property is located, the School Board has determined there is insufficient Net School Capacity at the middle school level for the number of public school students that the New Units are anticipated to generate; and

WHEREAS, local government approval of the Development Application without requiring mitigation for the impacts of the proposed New Units will either create or worsen school overcrowding at the applicable Project School(s); and

WHEREAS, the Applicant has agreed to enter into this Agreement to provide mitigation proportionate to the demand for Public School Facilities to be created by the New Units, as more particularly set forth herein ("Mitigation").

NOW, THEREFORE, in consideration of the foregoing described Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement

3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new residential dwelling units for which the Applicant is seeking approval pursuant to the Development Application and is intended to satisfy the requirements of Section 10 of the Interlocal Agreement.

4. CAPACITY ENHANCEMENT MITIGATION. The Parties agree that the Applicant shall provide the following Mitigation, in order to provide for additional capacity for the middle school students to be generated by the New Units:

a. Payment of School Impact Fees for the New Units in the proposed Project shall be made prior to when the plat for the Property is recorded in the Public Records of Orange County, Florida, in an amount equal to the School Impact Fee imposed in the then applicable Orange County Impact Fee Ordinance. The amount is currently estimated to be SIX HUNDRED NINETEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$619,875.00). In the event School Impact Fees are modified before the issuance of building permits for any of the Residential Units in the Project, then Applicant shall be obligated to pay the School Impact Fee applicable at the time building permits are issued by the Applicable Local Government

In the event Applicant develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from Applicant under this Section will be paid in increments, prior to the Applicant's recording the final plat for each phase, based on the number of Residential Units reflected on the final plat for each such phase.

b. Payment of Capital Contribution in the amount of FIFTY FOUR THOUSAND ONE HUNDRED SEVENTY NINE AND 00/100 DOLLARS (\$54,179.00) to cover the additional costs associated with providing the necessary capacity. Such additional payment shall be made prior to when the plat for the Property is recorded in the Public Records of Orange County, Florida.

In the event Applicant develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from Applicant under this Section will be paid in increments, prior to the Applicant's recording the final plat for each phase, based on the number of Residential Units reflected on the final plat for each such phase.

5. SCHOOL IMPACT FEE CREDIT. The School Board shall inform Applicable Local Government of the pre-payment of School Impact Fees and request a credit equal to the amount of the School Impact Fees paid in advance under this Agreement. Said Credit shall be applied to the School Impact Fees imposed under the Orange County Impact Fee Ordinance, as provided in Section 10 of the Interlocal Agreement.

6. INTENTIONALLY OMITTED

7. SCHOOL CAPACITY IMPROVEMENT. The School Board agrees to utilize the Applicant's Capacity Enhancement Mitigation to address the overcrowding that would be created or worsened by approval of the Applicant's Development Application. Uses of Capacity Enhancement Mitigation may include, but are not limited to, the following:

a. Purchase of real property for construction of additional school facilities that would provide additional capacity.

b. Construction of additional permanent student stations in new buildings or through renovation of existing buildings.

c. Construction of additional core facilities in new schools or expansion of existing core facilities in existing schools.

d. Provision of additional temporary capacity through the lease or purchase of portable facilities until permanent facilities may be constructed.

e. Advancing a school included in the most recent Capital Outlay Plan that will provide capacity for the students generated by the Applicant's Development Application.

f. Any other actions which will result in provision of the necessary school capacity.

8. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

9. CREDIT TO PROPORTIONATE SHARE MITIGATION. If applicable, Capacity Enhancement Mitigation paid pursuant to this Agreement shall be credited toward Proportionate Share Mitigation as provided in Section 19 of the Interlocal Agreement.

10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative application fees paid under the following circumstances:

a. The Applicable Local Government does not approve the Development Application within one hundred eighty (180) days of the Effective Date of this Agreement.

b. The Applicant, by failure to proceed in good faith in a diligent and timely manner, fails to record a Plat or secure Site Plan approval or their functional equivalent within three (3) years of the Effective Date.

If applicable, the Applicant will be entitled to a refund of any Capital Contribution paid under this Agreement.

11. DEFAULT. A default by either party under this Agreement shall entitle the non-defaulting party to all remedies available at law or in equity. Prior to declaring a default and exercising the remedies described herein, the non-defaulting party shall issue written notice of default to the defaulting party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. If the default is the non-payment of money, the defaulting Party shall have fifteen (15) days from receipt of the notice in which to cure the default. If the default is other than for the non-payment of money, the defaulting party shall have thirty (30) days from receipt of the notice to commence the curing of such default; provided, however, if such default cannot be reasonably cured within such thirty (30) day period, the defaulting party shall have a longer period of time to cure such default, so

long as the defaulting party commences to cure such default within said thirty (30) day period and diligently and continuously proceeds to final cure of such default. If the default has not been cured within the period provided above, or in the case of a default other than for the non-payment of money, if the cure is not commenced within the period provided above or is not diligently and continuously pursued to completion, the non-defaulting party may exercise the remedies described in this Section 11.

12. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Applicant and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

13. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board: The School Board of Orange County, Florida
 Attn: Superintendent of Schools
 445 West Amelia Street
 Orlando, Florida 32801

With a Copy to: Orange County Public Schools
 Attn: Office of Planning and Governmental Relations
 445 West Amelia Street
 Orlando, Florida 32801

Applicant: Windermere Country Club, LLC
 Bryan DeCunha, Manager
 2710 Butler Bay Drive North
 Windermere, FL 34786

14. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

15. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

16. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

17. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

18. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities, including the capacity reserved for the Property, under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property, with the School Board's prior written consent. Applicant shall submit its request for consent of an assignment and/or transfer under the terms of this Section 18, in writing to the School Board prior to such assignment and/or transfer. The School Board shall have fifteen (15) days after receipt of said request to approve or deny the request, which approval shall not be unreasonably withheld. The School Board hereby authorizes the Superintendent or his/her designee to consent to all assignments and/or transfers of rights described in this Section 18. In the event the Superintendent or his/her designee fails to deny or object to an Applicant's request within the time period prescribed herein, such assignment and/or transfer request shall be deemed approved. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Mitigation under this Agreement. Such assignment and/or transfer shall be promptly recorded in the Public Records of Orange County, Florida at Applicant's or assignor's expense.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

20. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant's expense, in the Public Records of Orange County, Florida.

21. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

22. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

23. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in

accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

24. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

25. SCHOOL CONCURRENCY. Residential units subject to Capacity Enhancement Review process and covered under this Agreement, as well as vested residential units not subject to the Capacity Enhancement Review and not addressed in this Agreement will be subject to separate review for school concurrency purposes as set forth in the Interlocal Agreement.

26. PRE-PAYMENT, MITIGATION & CAPACITY RESERVATION FORMS. This Agreement requires the Applicant to pre-pay School Impact Fees and Capital Contribution prior to recording of a final plat. The form attached to and incorporated herein as Exhibit "C," must be completed and returned to the School Board's Office of Planning & Governmental Relations with all fees due hereunder, including, but not limited to, pre-paid School Impact Fees and Capital Contribution payments, to satisfy Section 5 of this Agreement.

27. INTENTIONALLY OMITTED

(SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

Signed, sealed and delivered in the

“SCHOOL BOARD”

Presence of:

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a body corporate and
political subdivision of the State of Florida

By: _____

William E. Sublette, Chairman

Print Name: _____

Date: _____, 2016

Print Name: _____

Attest _____

Print Name: _____

Barbara M. Jenkins, as its Secretary and
Superintendent

Print Name: _____

{Corporate Seal}

Approved as to form and legality by the
Office of the General Counsel to the School
Board of Orange County, Florida this ____
day of _____, 2016 for its
exclusive use and reliance.

Eileen D. Fernandez, Esq.
Associate General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by William E. Sublette, as the Chairman of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida on behalf of the School Board. Said person (check one) ____ is personally known to me or ____ produced _____ as identification.

Printed Name: _____
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Barbara M. Jenkins, as Secretary and Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida on behalf of the School Board. Said person (check one) ____ is personally known to me or ____ produced _____ as identification.

Printed Name: _____
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

"APPLICANT"

Signed, witnessed, executed and acknowledged on this 19th day of January,
~~2016~~ 2017

WINDERMERE COUNTRY CLUB, LLC, a
Florida limited liability company

WITNESSES:

Mary Jean Catalano

Print Name: MARY JEAN CATALANO

Lidia Bussat

Print Name: Lidia Bussat

By: Bryan DeCunha

Bryan DeCunha
Manager

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on Jan 19, ~~2016~~ 2017, personally appeared BRYAN DECUNHA, as
Manager of WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company on
behalf of said company, who is personally known to me or V has produced
Florida Drivers License as identification, and who acknowledged that he/she signed the
above instrument as his/her free and voluntary act.



Lorie A Cooper
Notary Public

LORIE A COOPER
Name Printed, Typed or Stamped

Certificate No. 984806

Exhibit "A" - Legal Description

LEGAL DESCRIPTION: (SCHEDULE "A" OF TITLE POLICY)

PARCEL A:

TRACT A, BUTLER BAY – UNIT THREE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL B:

TRACT A, REPLAT OF LOTS 8, 9, 10 AND TRACT B, BUTLER BAY – UNIT THREE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL C:

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF PARCEL A PURSUANT TO THAT CERTAIN GRANT OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES EXECUTED BY BUTLER BAY ASSOCIATION, INC. TO AND IN FAVOR OF FLORIDA COUNTRY CLUBS, INC., DATED DECEMBER 27, 1988 AND RECORDED DECEMBER 29, 1988 IN O.R. BOOK 4043, PAGE 4175, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL D:

ALSO TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL A PURSUANT TO THAT CERTAIN EASEMENT AGREEMENT EXECUTED BY BUTLER BAY ASSOCIATION, INC. TO AND IN FAVOR OF ATLANTA GOLF PARTNERS DATED NOVEMBER 28, 1990 AND RECORDED JANUARY 3, 1991 IN O.R. BOOK 4251, PAGE 1662, AS RE-RECORDED IN O.R. BOOK 4257, PAGE 3687, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL E:

ALSO TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT OVER THE REAR TEN (10) FEET OF EACH RESIDENTIAL LOT WITHIN BUTLER BAY UNIT THREE WHICH ADJOINS PARCEL A FOR THE PURPOSE OF MAINTAINING A NATURAL BUFFER AREA BETWEEN PARCEL A AND RESIDENTIAL USES, FOR THE BENEFIT OF PARCEL A PURSUANT TO ARTICLE XII SECTION 3 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUTLER BAY UNIT THREE EXECUTED BY WINDERMERE LAKES, LTD. AND LAKE BUTLER ESTATES, LTD. RECORDED IN O.R. BOOK 3808, PAGE 1478, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



Exhibit "B" - Location Map



**Planning &
Governmental Relations**
Orange County Public Schools



Jurisdiction: Orange County
School Board Dist.: # 4
Parcel ID: 01-23-27-1108-00-001;
01-23-27-1117-00-001
Acreage: +/- 155 ac

Affected Schools
ES: Windermere
MS: Bridgewater
HS: West Orange

Windermere
Country Club



ORANGE COUNTY PUBLIC SCHOOLS PRE-PAID SCHOOL IMPACT FEE FORM
OFFICE OF PLANNING & GOVERNMENTAL RELATIONS
445 W. AMELIA STREET, ORLANDO FL 32801-1129
TEL: 407-317-3974 / FAX: 407-317-3263 / WEBSITE: <http://pgr.ocps.net>.

A Public Education Agreement (PEA) or Capacity Enhancement Agreement (CEA) may require property owners and developers to pre-pay School Impact Fees at some point in the permitting process prior to issuance of a building permit.

This form must be completed and returned to the Office of Planning & Governmental Relations at Orange County Public Schools (OCPS) with a check payable to the Orange County Board of County Commissioners in the amount of the estimated impact fees. Any questions regarding this form should be directed to:

Contact: Julie Salvo, AICP
(407) 317-3200 x200-2139
julie.salvo@ocps.net

SECTION 1: CEA INFORMATION	CEA #:
	CEA Title:
	Jurisdiction:
	Parcel ID(s):¹
	General Location:
	Development Permit Type:²

SECTION 2: APPLICANT/PROPERTY OWNER INFORMATION	Date:
	Property Owner Name:
	Company:
	Address:
	Phone #:
	Email:

Prepaid School Impact Fee Form

SECTION 3: DEVELOPMENT PROFILE	Plat/Site Plan Title: ³		
	PD Title:		
	Non-Vested/New Units (CEA Units)		
		Total # of Units	# Single Family
			# Multi-Family
	CEA Units*		
	CEA Units in Request		
	CEA Units in Previous Plats		
	CEA Non-Vested Balance		
	Vested Units (Leave blank if there are no vested units) ⁴		
	Vested Units		
	Vested Units in Request		
	Vested Units in Previous Plats		
	Vested Balance		
<i>*Please reference the number of "New Units" in your CEA. If you received New Units from an Assignment or Partial Assignment, please reference the number of units in your assignment, and attach a copy of the assignment to this form.</i>			

SECTION 4: PAYMENT SUMMARY	Prepaid Impact Fee Amount	
	\$	
	<i>A check made payable to the Orange County Board of County Commissioners must accompany this form. If the prepayment amount is correct and the form sufficient, a letter will be sent to Orange County authorizing the creation of a credit account. OCPS will forward the check and Letter of Authorization to Orange County.</i>	
	Single Family Impact Fee	Multi-Family Impact Fee
	\$6,525/unit	\$3,921/unit
	Does this CEA require an additional contribution? Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Identify the section of the CEA that requires the additional payment?	
	Status of the additional payment: ⁵	
	Additional Contribution Amount (Payable to Orange County School Board)	
	\$	

Applicant Checklist:	
<input type="checkbox"/>	Prepaid School Impact Fee Form, signed and notarized.
<input type="checkbox"/>	Prepaid School Impact Fee check, payable to the <u>Orange County BCC</u> .
<input type="checkbox"/>	If applicable, check for capital contribution, payable to the <u>Orange County School Board</u> .
<input type="checkbox"/>	11 X 17 copy of the site plan/plat associated with this request.
<input type="checkbox"/>	If applicable, copy of assignment and/or transfer of CEA credits to property.
For OCPS Use Only:	
<input type="checkbox"/>	Sufficient

Prepaid School Impact Fee Form

Signature of Property Owner

Date

Printed Name of Property Owner

STATE OF FLORIDA

COUNTY OF _____

(Notary Seal)

The foregoing instrument was acknowledged
before me this _____ day of _____
20____, by _____.

Printed Name

Said person is personally known to me or
produced _____
as identification.

Notary Public, State of Florida

Commission # _____

My commission expires: _____

For OCPs Use Only:

Reviewer : _____

Date

Reviewed: _____

Received Stamp

Footnotes:

1. List all parcel identification numbers assigned to the parcels within the Preliminary Subdivision Plan (PSP), site plan, or plat boundaries that apply to this application. List parcel IDs in an attachment, if necessary.
2. Development permit type – state whether this application is for a plat, PSP, site plan, or other type of permit required by local government.
3. State the title of the PSP, site plan or plat exactly as it appears on that document.
4. Either the CEA or your CEA application signed by Orange County states the number of residential units that are vested from the capacity enhancement process. The payment schedule may be different for vested and non-vested units.
5. A CEA may require the payment of an additional contribution. Pursuant to a resolution adopted by the School Board on April 12, 2005, the additional contribution on CEAs approved prior to this date may have been waived. Please check with OCPs Planning and Governmental Relations to determine whether the additional contribution is applicable.

After recording return to:

Julie C. Salvo, AICP
Orange County Public Schools
445 West Amelia Street
Orlando, Florida 32801-1129

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SCHOOL
MITIGATION AGREEMENT
FOR
CAPACITY ENHANCEMENT
OC-15-043**

**Project Name: Windermere Country Club
Parcel ID: 01-23-27-1108-00-001; 01-23-27-1117-00-001**

THIS CAPACITY ENHANCEMENT AGREEMENT ("Agreement"), is entered into by and between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, ("School Board"), and WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, whose address is 2710 Budget Bay Drive North, Windermere, FL 34786, ("Applicant"); (School Board and Applicant are sometimes referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS:

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain "First Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Section 704.B.2. of the Orange County Charter, and Section 30-742 of the Orange County Code (together the "County Code"), an Applicant for a rezoning or comprehensive plan amendment that will generate additional students in a School Attendance Zone in which there is insufficient Net School Capacity to accommodate the anticipated additional students must enter into a Capacity Enhancement Agreement to mitigate the school overcrowding attributable to the anticipated additional students, all as specified in Section 10 of the Interlocal Agreement; and

WHEREAS, Applicant is the fee simple owner of that certain tract of land located in Orange County, Florida, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property"). The Property location is further illustrated by a map attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a Development Application to Orange County Government (the "Applicable Local Government") in connection with a proposal to obtain a

rezoning or comprehensive plan amendment in order to develop ninety five (95) single-family, detached residential dwelling units on the Property (the "Project"); and

WHEREAS, the Applicable Local Government has determined that the Property is currently vested for zero (0) residential units (the "Vested Units"), and the Applicant is seeking governmental approval to increase that amount by ninety five (95) residential units (the "New Units"); and

WHEREAS, at the time of this Agreement, the Property is located in the following School Attendance Zones: Windermere Elementary School, Bridgewater Middle School, and West Orange High School ("Project Schools"); and

WHEREAS, based on the current adopted Level of Service standards of the School Attendance Zone(s) within which the Property is located, the School Board has determined there is insufficient Net School Capacity at the middle school level for the number of public school students that the New Units are anticipated to generate; and

WHEREAS, local government approval of the Development Application without requiring mitigation for the impacts of the proposed New Units will either create or worsen school overcrowding at the applicable Project School(s); and

WHEREAS, the Applicant has agreed to enter into this Agreement to provide mitigation proportionate to the demand for Public School Facilities to be created by the New Units, as more particularly set forth herein ("Mitigation").

NOW, THEREFORE, in consideration of the foregoing described Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement

3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new residential dwelling units for which the Applicant is seeking approval pursuant to the Development Application and is intended to satisfy the requirements of Section 10 of the Interlocal Agreement.

4. CAPACITY ENHANCEMENT MITIGATION. The Parties agree that the Applicant shall provide the following Mitigation, in order to provide for additional capacity for the middle school students to be generated by the New Units:

a. Payment of School Impact Fees for the New Units in the proposed Project shall be made prior to when the plat for the Property is recorded in the Public Records of Orange County, Florida, in an amount equal to the School Impact Fee imposed in the then applicable Orange County Impact Fee Ordinance. The amount is currently estimated to be SIX HUNDRED NINETEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$619,875.00). In the event School Impact Fees are modified before the issuance of building permits for any of the Residential Units in the Project, then Applicant shall be obligated to pay the School Impact Fee applicable at the time building permits are issued by the Applicable Local Government

In the event Applicant develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from Applicant under this Section will be paid in increments, prior to the Applicant's recording the final plat for each phase, based on the number of Residential Units reflected on the final plat for each such phase.

b. Payment of Capital Contribution in the amount of FIFTY FOUR THOUSAND ONE HUNDRED SEVENTY NINE AND 00/100 DOLLARS (\$54,179.00) to cover the additional costs associated with providing the necessary capacity. Such additional payment shall be made prior to when the plat for the Property is recorded in the Public Records of Orange County, Florida.

In the event Applicant develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from Applicant under this Section will be paid in increments, prior to the Applicant's recording the final plat for each phase, based on the number of Residential Units reflected on the final plat for each such phase.

5. SCHOOL IMPACT FEE CREDIT. The School Board shall inform Applicable Local Government of the pre-payment of School Impact Fees and request a credit equal to the amount of the School Impact Fees paid in advance under this Agreement. Said Credit shall be applied to the School Impact Fees imposed under the Orange County Impact Fee Ordinance, as provided in Section 10 of the Interlocal Agreement.

6. INTENTIONALLY OMITTED

7. SCHOOL CAPACITY IMPROVEMENT. The School Board agrees to utilize the Applicant's Capacity Enhancement Mitigation to address the overcrowding that would be created or worsened by approval of the Applicant's Development Application. Uses of Capacity Enhancement Mitigation may include, but are not limited to, the following:

a. Purchase of real property for construction of additional school facilities that would provide additional capacity.

b. Construction of additional permanent student stations in new buildings or through renovation of existing buildings.

c. Construction of additional core facilities in new schools or expansion of existing core facilities in existing schools.

d. Provision of additional temporary capacity through the lease or purchase of portable facilities until permanent facilities may be constructed.

e. Advancing a school included in the most recent Capital Outlay Plan that will provide capacity for the students generated by the Applicant's Development Application.

f. Any other actions which will result in provision of the necessary school capacity.

8. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

9. CREDIT TO PROPORTIONATE SHARE MITIGATION. If applicable, Capacity Enhancement Mitigation paid pursuant to this Agreement shall be credited toward Proportionate Share Mitigation as provided in Section 19 of the Interlocal Agreement.

10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative application fees paid under the following circumstances:

a. The Applicable Local Government does not approve the Development Application within one hundred eighty (180) days of the Effective Date of this Agreement.

b. The Applicant, by failure to proceed in good faith in a diligent and timely manner, fails to record a Plat or secure Site Plan approval or their functional equivalent within three (3) years of the Effective Date.

If applicable, the Applicant will be entitled to a refund of any Capital Contribution paid under this Agreement.

11. DEFAULT. A default by either party under this Agreement shall entitle the non-defaulting party to all remedies available at law or in equity. Prior to declaring a default and exercising the remedies described herein, the non-defaulting party shall issue written notice of default to the defaulting party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. If the default is the non-payment of money, the defaulting Party shall have fifteen (15) days from receipt of the notice in which to cure the default. If the default is other than for the non-payment of money, the defaulting party shall have thirty (30) days from receipt of the notice to commence the curing of such default; provided, however, if such default cannot be reasonably cured within such thirty (30) day period, the defaulting party shall have a longer period of time to cure such default, so

long as the defaulting party commences to cure such default within said thirty (30) day period and diligently and continuously proceeds to final cure of such default. If the default has not been cured within the period provided above, or in the case of a default other than for the non-payment of money, if the cure is not commenced within the period provided above or is not diligently and continuously pursued to completion, the non-defaulting party may exercise the remedies described in this Section 11.

12. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Applicant and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

13. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board: The School Board of Orange County, Florida
 Attn: Superintendent of Schools
 445 West Amelia Street
 Orlando, Florida 32801

With a Copy to: Orange County Public Schools
 Attn: Office of Planning and Governmental Relations
 445 West Amelia Street
 Orlando, Florida 32801

Applicant: Windermere Country Club, LLC
 Bryan DeCunha, Manager
 2710 Butler Bay Drive North
 Windermere, FL 34786

14. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

15. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

16. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

17. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

18. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities, including the capacity reserved for the Property, under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property, with the School Board's prior written consent. Applicant shall submit its request for consent of an assignment and/or transfer under the terms of this Section 18, in writing to the School Board prior to such assignment and/or transfer. The School Board shall have fifteen (15) days after receipt of said request to approve or deny the request, which approval shall not be unreasonably withheld. The School Board hereby authorizes the Superintendent or his/her designee to consent to all assignments and/or transfers of rights described in this Section 18. In the event the Superintendent or his/her designee fails to deny or object to an Applicant's request within the time period prescribed herein, such assignment and/or transfer request shall be deemed approved. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Mitigation under this Agreement. Such assignment and/or transfer shall be promptly recorded in the Public Records of Orange County, Florida at Applicant's or assignor's expense.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

20. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant's expense, in the Public Records of Orange County, Florida.

21. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

22. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

23. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in

accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

24. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

25. SCHOOL CONCURRENCY. Residential units subject to Capacity Enhancement Review process and covered under this Agreement, as well as vested residential units not subject to the Capacity Enhancement Review and not addressed in this Agreement will be subject to separate review for school concurrency purposes as set forth in the Interlocal Agreement.

26. PRE-PAYMENT, MITIGATION & CAPACITY RESERVATION FORMS. This Agreement requires the Applicant to pre-pay School Impact Fees and Capital Contribution prior to recording of a final plat. The form attached to and incorporated herein as Exhibit "C," must be completed and returned to the School Board's Office of Planning & Governmental Relations with all fees due hereunder, including, but not limited to, pre-paid School Impact Fees and Capital Contribution payments, to satisfy Section 5 of this Agreement.

27. INTENTIONALLY OMITTED

(SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

Signed, sealed and delivered in the

"SCHOOL BOARD"

Presence of:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

By: _____

William E. Sublette, Chairman

Print Name: _____

Date: _____, 2016

Print Name: _____

Attest _____

Print Name: _____

Barbara M. Jenkins, as its Secretary and Superintendent

Print Name: _____

{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel to the School Board of Orange County, Florida this ____ day of _____, 2016 for its exclusive use and reliance.

Eileen D. Fernandez, Esq.
Associate General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by William E. Sublette, as the Chairman of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida on behalf of the School Board. Said person (check one) ____ is personally known to me or ____ produced _____ as identification.

Printed Name: _____
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Barbara M. Jenkins, as Secretary and Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida on behalf of the School Board. Said person (check one) ____ is personally known to me or ____ produced _____ as identification.

Printed Name: _____
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

"APPLICANT"

Signed, witnessed, executed and acknowledged on this 19th day of January,
2016. 2017

WINDERMERE COUNTRY CLUB, LLC, a
Florida limited liability company

WITNESSES:

Mary Jo Catano

Print Name: MARY JO CATANO

Lidia Bussert

Print Name: Lidia Bussert

By: Bryan DeCunha

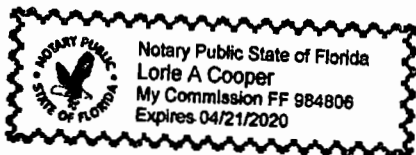
Bryan DeCunha
Manager

STATE OF FLORIDA)

) SS:

COUNTY OF ORANGE)

Before me on Jan 19, 2017, ~~2016~~, personally appeared BRYAN DECUNHA, as
Manager of WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company on
behalf of said company, who is personally known to me or X has produced
Florida Drivers Lic as identification, and who acknowledged that he/she signed the
above instrument as his/her free and voluntary act.



Lorie A Cooper
Notary Public

LORIE A COOPER
Name Printed, Typed or Stamped

Certificate No. 984806

Exhibit "A" - Legal Description

LEGAL DESCRIPTION: (SCHEDULE "A" OF TITLE POLICY)

PARCEL A:

TRACT A, BUTLER BAY – UNIT THREE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL B:

TRACT A, REPLAT OF LOTS 8, 9, 10 AND TRACT B, BUTLER BAY – UNIT THREE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL C:

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF PARCEL A PURSUANT TO THAT CERTAIN GRANT OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES EXECUTED BY BUTLER BAY ASSOCIATION, INC. TO AND IN FAVOR OF FLORIDA COUNTRY CLUBS, INC., DATED DECEMBER 27, 1988 AND RECORDED DECEMBER 29, 1988 IN O.R. BOOK 4043, PAGE 4175, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL D:

ALSO TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL A PURSUANT TO THAT CERTAIN EASEMENT AGREEMENT EXECUTED BY BUTLER BAY ASSOCIATION, INC. TO AND IN FAVOR OF ATLANTA GOLF PARTNERS DATED NOVEMBER 28, 1990 AND RECORDED JANUARY 3, 1991 IN O.R. BOOK 4251, PAGE 1662, AS RE-RECORDED IN O.R. BOOK 4257, PAGE 3687, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL E:

ALSO TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT OVER THE REAR TEN (10) FEET OF EACH RESIDENTIAL LOT WITHIN BUTLER BAY UNIT THREE WHICH ADJOINS PARCEL A FOR THE PURPOSE OF MAINTAINING A NATURAL BUFFER AREA BETWEEN PARCEL A AND RESIDENTIAL USES, FOR THE BENEFIT OF PARCEL A PURSUANT TO ARTICLE XII SECTION 3 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUTLER BAY UNIT THREE EXECUTED BY WINDERMERE LAKES, LTD. AND LAKE BUTLER ESTATES, LTD. RECORDED IN O.R. BOOK 3808, PAGE 1478, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



Exhibit "B" - Location Map



**Planning &
Governmental Relations**
Orange County Public Schools



Jurisdiction: Orange County
School Board Dist.: # 4
Parcel ID: 01-23-27-1108-00-001;
01-23-27-1117-00-001
Acreage: +/- 155 ac

Affected Schools
ES: Windermere
MS: Bridgewater
HS: West Orange

Windermere
Country Club



ORANGE COUNTY PUBLIC SCHOOLS PRE-PAID SCHOOL IMPACT FEE FORM
OFFICE OF PLANNING & GOVERNMENTAL RELATIONS
445 W. AMELIA STREET, ORLANDO FL 32801-1129
TEL: 407-317-3974 / FAX: 407-317-3263 / WEBSITE: <http://pgr.ocps.net>.

A Public Education Agreement (PEA) or Capacity Enhancement Agreement (CEA) may require property owners and developers to pre-pay School Impact Fees at some point in the permitting process prior to issuance of a building permit.

This form must be completed and returned to the Office of Planning & Governmental Relations at Orange County Public Schools (OCPS) with a check payable to the Orange County Board of County Commissioners in the amount of the estimated impact fees. Any questions regarding this form should be directed to:

Contact: Julie Salvo, AICP
(407) 317-3200 x200-2139
julie.salvo@ocps.net

SECTION 1: CEA INFORMATION	CEA #:
	CEA Title:
	Jurisdiction:
	Parcel ID(s):¹
	General Location:
	Development Permit Type:²

SECTION 2: APPLICANT/ PROPERTY OWNER INFORMATION	Date:
	Property Owner Name:
	Company:
	Address:
	Phone #:
	Email:

Prepaid School Impact Fee Form

SECTION 3: DEVELOPMENT PROFILE	Plat/Site Plan Title: ³		
	PD Title:		
	Non-Vested/New Units (CEA Units)		
		Total # of Units	# Single Family
	CEA Units*		
	CEA Units in Request		
	CEA Units in Previous Plats		
	CEA Non-Vested Balance		
	Vested Units (Leave blank if there are no vested units) ⁴		
	Vested Units		
	Vested Units in Request		
	Vested Units in Previous Plats		
Vested Balance			
<p><i>*Please reference the number of "New Units" in your CEA. If you received New Units from an Assignment or Partial Assignment, please reference the number of units in your assignment, and attach a copy of the assignment to this form.</i></p>			

SECTION 4: PAYMENT SUMMARY	Prepaid Impact Fee Amount	
	\$	
	<p><i>A check made payable to the Orange County Board of County Commissioners must accompany this form. If the prepayment amount is correct and the form sufficient, a letter will be sent to Orange County authorizing the creation of a credit account. OCPS will forward the check and Letter of Authorization to Orange County.</i></p>	
	Single Family Impact Fee	Multi-Family Impact Fee
	\$6,525/unit	\$3,921/unit
	Does this CEA require an additional contribution? Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Identify the section of the CEA that requires the additional payment?	
	Status of the additional payment: ⁵	
	Additional Contribution Amount (Payable to Orange County School Board)	
	\$	

Applicant Checklist:	
<input type="checkbox"/>	Prepaid School Impact Fee Form, signed and notarized.
<input type="checkbox"/>	Prepaid School Impact Fee check, payable to the <u>Orange County BCC</u> .
<input type="checkbox"/>	If applicable, check for capital contribution, payable to the <u>Orange County School Board</u> .
<input type="checkbox"/>	11 X 17 copy of the site plan/plat associated with this request.
<input type="checkbox"/>	If applicable, copy of assignment and/or transfer of CEA credits to property.
For OCPS Use Only:	
<input type="checkbox"/>	Sufficient

Signature of Property Owner

Date

Date _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20____, by _____.

Said person is personally known to me or
produced _____
as identification.

My commission expires: _____

For OCPS Use Only:	
Reviewer : _____ Date Reviewed: _____	Received Stamp

1. List all parcel identification numbers assigned to the parcels within the Preliminary Subdivision Plan (PSP), site plan, or plat boundaries that apply to this application. List parcel IDs in an attachment, if necessary.
2. Development permit type – state whether this application is for a plat, PSP, site plan, or other type of permit required by local government.
3. State the title of the PSP, site plan or plat exactly as it appears on that document.
4. Either the CEA or your CEA application signed by Orange County states the number of residential units that are vested from the capacity enhancement process. The payment schedule may be different for vested and non-vested units.
5. A CEA may require the payment of an additional contribution. Pursuant to a resolution adopted by the School Board on April 12, 2005, the additional contribution on CEAs approved prior to this date may have been waived. Please check with OCPS Planning and Governmental Relations to determine whether the additional contribution is applicable.

After recording return to:

Julie C. Salvo, AICP
Orange County Public Schools
445 West Amelia Street
Orlando, Florida 32801-1129

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SCHOOL
MITIGATION AGREEMENT
FOR
CAPACITY ENHANCEMENT
OC-15-043**

**Project Name: Windermere Country Club
Parcel ID: 01-23-27-1108-00-001; 01-23-27-1117-00-001**

THIS CAPACITY ENHANCEMENT AGREEMENT ("Agreement"), is entered into by and between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, ("School Board"), and WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, whose address is 2710 Budget Bay Drive North, Windermere, FL 34786, ("Applicant"); (School Board and Applicant are sometimes referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS:

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain "First Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Section 704.B.2. of the Orange County Charter, and Section 30-742 of the Orange County Code (together the "County Code"), an Applicant for a rezoning or comprehensive plan amendment that will generate additional students in a School Attendance Zone in which there is insufficient Net School Capacity to accommodate the anticipated additional students must enter into a Capacity Enhancement Agreement to mitigate the school overcrowding attributable to the anticipated additional students, all as specified in Section 10 of the Interlocal Agreement; and

WHEREAS, Applicant is the fee simple owner of that certain tract of land located in Orange County, Florida, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property"). The Property location is further illustrated by a map attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a Development Application to Orange County Government (the "Applicable Local Government") in connection with a proposal to obtain a

rezoning or comprehensive plan amendment in order to develop ninety five (95) single-family, detached residential dwelling units on the Property (the "Project"); and

WHEREAS, the Applicable Local Government has determined that the Property is currently vested for zero (0) residential units (the "Vested Units"), and the Applicant is seeking governmental approval to increase that amount by ninety five (95) residential units (the "New Units"); and

WHEREAS, at the time of this Agreement, the Property is located in the following School Attendance Zones: Windermere Elementary School, Bridgewater Middle School, and West Orange High School ("Project Schools"); and

WHEREAS, based on the current adopted Level of Service standards of the School Attendance Zone(s) within which the Property is located, the School Board has determined there is insufficient Net School Capacity at the middle school level for the number of public school students that the New Units are anticipated to generate; and

WHEREAS, local government approval of the Development Application without requiring mitigation for the impacts of the proposed New Units will either create or worsen school overcrowding at the applicable Project School(s); and

WHEREAS, the Applicant has agreed to enter into this Agreement to provide mitigation proportionate to the demand for Public School Facilities to be created by the New Units, as more particularly set forth herein ("Mitigation").

NOW, THEREFORE, in consideration of the foregoing described Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement

3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new residential dwelling units for which the Applicant is seeking approval pursuant to the Development Application and is intended to satisfy the requirements of Section 10 of the Interlocal Agreement.

4. CAPACITY ENHANCEMENT MITIGATION. The Parties agree that the Applicant shall provide the following Mitigation, in order to provide for additional capacity for the middle school students to be generated by the New Units:

a. Payment of School Impact Fees for the New Units in the proposed Project shall be made prior to when the plat for the Property is recorded in the Public Records of Orange County, Florida, in an amount equal to the School Impact Fee imposed in the then applicable Orange County Impact Fee Ordinance. The amount is currently estimated to be SIX HUNDRED NINETEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$619,875.00). In the event School Impact Fees are modified before the issuance of building permits for any of the Residential Units in the Project, then Applicant shall be obligated to pay the School Impact Fee applicable at the time building permits are issued by the Applicable Local Government

In the event Applicant develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from Applicant under this Section will be paid in increments, prior to the Applicant's recording the final plat for each phase, based on the number of Residential Units reflected on the final plat for each such phase.

b. Payment of Capital Contribution in the amount of FIFTY FOUR THOUSAND ONE HUNDRED SEVENTY NINE AND 00/100 DOLLARS (\$54,179.00) to cover the additional costs associated with providing the necessary capacity. Such additional payment shall be made prior to when the plat for the Property is recorded in the Public Records of Orange County, Florida.

In the event Applicant develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from Applicant under this Section will be paid in increments, prior to the Applicant's recording the final plat for each phase, based on the number of Residential Units reflected on the final plat for each such phase.

5. SCHOOL IMPACT FEE CREDIT. The School Board shall inform Applicable Local Government of the pre-payment of School Impact Fees and request a credit equal to the amount of the School Impact Fees paid in advance under this Agreement. Said Credit shall be applied to the School Impact Fees imposed under the Orange County Impact Fee Ordinance, as provided in Section 10 of the Interlocal Agreement.

6. INTENTIONALLY OMITTED

7. SCHOOL CAPACITY IMPROVEMENT. The School Board agrees to utilize the Applicant's Capacity Enhancement Mitigation to address the overcrowding that would be created or worsened by approval of the Applicant's Development Application. Uses of Capacity Enhancement Mitigation may include, but are not limited to, the following:

a. Purchase of real property for construction of additional school facilities that would provide additional capacity.

b. Construction of additional permanent student stations in new buildings or through renovation of existing buildings.

c. Construction of additional core facilities in new schools or expansion of existing core facilities in existing schools.

d. Provision of additional temporary capacity through the lease or purchase of portable facilities until permanent facilities may be constructed.

e. Advancing a school included in the most recent Capital Outlay Plan that will provide capacity for the students generated by the Applicant's Development Application.

f. Any other actions which will result in provision of the necessary school capacity.

8. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

9. CREDIT TO PROPORTIONATE SHARE MITIGATION. If applicable, Capacity Enhancement Mitigation paid pursuant to this Agreement shall be credited toward Proportionate Share Mitigation as provided in Section 19 of the Interlocal Agreement.

10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative application fees paid under the following circumstances:

a. The Applicable Local Government does not approve the Development Application within one hundred eighty (180) days of the Effective Date of this Agreement.

b. The Applicant, by failure to proceed in good faith in a diligent and timely manner, fails to record a Plat or secure Site Plan approval or their functional equivalent within three (3) years of the Effective Date.

If applicable, the Applicant will be entitled to a refund of any Capital Contribution paid under this Agreement.

11. DEFAULT. A default by either party under this Agreement shall entitle the non-defaulting party to all remedies available at law or in equity. Prior to declaring a default and exercising the remedies described herein, the non-defaulting party shall issue written notice of default to the defaulting party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. If the default is the non-payment of money, the defaulting Party shall have fifteen (15) days from receipt of the notice in which to cure the default. If the default is other than for the non-payment of money, the defaulting party shall have thirty (30) days from receipt of the notice to commence the curing of such default; provided, however, if such default cannot be reasonably cured within such thirty (30) day period, the defaulting party shall have a longer period of time to cure such default, so

long as the defaulting party commences to cure such default within said thirty (30) day period and diligently and continuously proceeds to final cure of such default. If the default has not been cured within the period provided above, or in the case of a default other than for the non-payment of money, if the cure is not commenced within the period provided above or is not diligently and continuously pursued to completion, the non-defaulting party may exercise the remedies described in this Section 11.

12. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Applicant and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

13. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board: The School Board of Orange County, Florida
 Attn: Superintendent of Schools
 445 West Amelia Street
 Orlando, Florida 32801

With a Copy to: Orange County Public Schools
 Attn: Office of Planning and Governmental Relations
 445 West Amelia Street
 Orlando, Florida 32801

Applicant: Windermere Country Club, LLC
 Bryan DeCunha, Manager
 2710 Butler Bay Drive North
 Windermere, FL 34786

14. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

15. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

16. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

17. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

18. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities, including the capacity reserved for the Property, under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property, with the School Board's prior written consent. Applicant shall submit its request for consent of an assignment and/or transfer under the terms of this Section 18, in writing to the School Board prior to such assignment and/or transfer. The School Board shall have fifteen (15) days after receipt of said request to approve or deny the request, which approval shall not be unreasonably withheld. The School Board hereby authorizes the Superintendent or his/her designee to consent to all assignments and/or transfers of rights described in this Section 18. In the event the Superintendent or his/her designee fails to deny or object to an Applicant's request within the time period prescribed herein, such assignment and/or transfer request shall be deemed approved. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Mitigation under this Agreement. Such assignment and/or transfer shall be promptly recorded in the Public Records of Orange County, Florida at Applicant's or assignor's expense.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

20. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant's expense, in the Public Records of Orange County, Florida.

21. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

22. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

23. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in

accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

24. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

25. SCHOOL CONCURRENCY. Residential units subject to Capacity Enhancement Review process and covered under this Agreement, as well as vested residential units not subject to the Capacity Enhancement Review and not addressed in this Agreement will be subject to separate review for school concurrency purposes as set forth in the Interlocal Agreement.

26. PRE-PAYMENT, MITIGATION & CAPACITY RESERVATION FORMS. This Agreement requires the Applicant to pre-pay School Impact Fees and Capital Contribution prior to recording of a final plat. The form attached to and incorporated herein as Exhibit "C," must be completed and returned to the School Board's Office of Planning & Governmental Relations with all fees due hereunder, including, but not limited to, pre-paid School Impact Fees and Capital Contribution payments, to satisfy Section 5 of this Agreement.

27. INTENTIONALLY OMITTED

(SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

Signed, sealed and delivered in the

"SCHOOL BOARD"

Presence of:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

By: _____

William E. Sublette, Chairman

Print Name: _____

Date: _____, 2016

Print Name: _____

Attest _____

Print Name: _____

Barbara M. Jenkins, as its Secretary and Superintendent

Print Name: _____

{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel to the School Board of Orange County, Florida this ____ day of _____, 2016 for its exclusive use and reliance.

Eileen D. Fernandez, Esq.
Associate General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by William E. Sublette, as the Chairman of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida on behalf of the School Board. Said person (check one) ____ is personally known to me or ____ produced _____ as identification.

Printed Name: _____
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Barbara M. Jenkins, as Secretary and Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida on behalf of the School Board. Said person (check one) ____ is personally known to me or ____ produced _____ as identification.

Printed Name: _____
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

"APPLICANT"

Signed, witnessed, executed and acknowledged on this 19th day of January,
~~2016~~ 2017

WINDERMERE COUNTRY CLUB, LLC, a
Florida limited liability company

WITNESSES:

Mary Jean Atalam

Print Name: MARY JEAN ATALAM

Lidia Bussart

Print Name: Lidia Bussart

Bryan DeCunha

By:

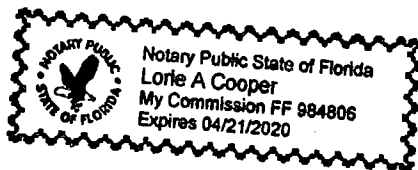
Bryan DeCunha
Manager

STATE OF FLORIDA)

) SS:

COUNTY OF ORANGE)

Before me on Jan 19, 2017, personally appeared BRYAN DECUNHA, as
Manager of WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company on
behalf of said company, who is personally known to me or X has produced
Florida Drivers Lic as identification, and who acknowledged that he/she signed the
above instrument as his/her free and voluntary act.



Lorie A Cooper

Notary Public

LORIE A COOPER

Name Printed, Typed or Stamped

Certificate No. 984806

Exhibit "A" - Legal Description

LEGAL DESCRIPTION: (SCHEDULE "A" OF TITLE POLICY)

PARCEL A:

TRACT A, BUTLER BAY – UNIT THREE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL B:

TRACT A, REPLAT OF LOTS 8, 9, 10 AND TRACT B, BUTLER BAY – UNIT THREE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL C:

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF PARCEL A PURSUANT TO THAT CERTAIN GRANT OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES EXECUTED BY BUTLER BAY ASSOCIATION, INC. TO AND IN FAVOR OF FLORIDA COUNTRY CLUBS, INC., DATED DECEMBER 27, 1988 AND RECORDED DECEMBER 29, 1988 IN O.R. BOOK 4043, PAGE 4175, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL D:

ALSO TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL A PURSUANT TO THAT CERTAIN EASEMENT AGREEMENT EXECUTED BY BUTLER BAY ASSOCIATION, INC. TO AND IN FAVOR OF ATLANTA GOLF PARTNERS DATED NOVEMBER 28, 1990 AND RECORDED JANUARY 3, 1991 IN O.R. BOOK 4251, PAGE 1662, AS RE-RECORDED IN O.R. BOOK 4257, PAGE 3687, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL E:

ALSO TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT OVER THE REAR TEN (10) FEET OF EACH RESIDENTIAL LOT WITHIN BUTLER BAY UNIT THREE WHICH ADJOINS PARCEL A FOR THE PURPOSE OF MAINTAINING A NATURAL BUFFER AREA BETWEEN PARCEL A AND RESIDENTIAL USES, FOR THE BENEFIT OF PARCEL A PURSUANT TO ARTICLE XII SECTION 3 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUTLER BAY UNIT THREE EXECUTED BY WINDERMERE LAKES, LTD. AND LAKE BUTLER ESTATES, LTD. RECORDED IN O.R. BOOK 3808, PAGE 1478, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



**Planning &
Governmental Relations**
Orange County Public Schools



Jurisdiction: Orange County
School Board Dist.: # 4
Parcel ID: 01-23-27-1108-00-001;
01-23-27-1117-00-001
Acreage: +/- 155 ac

Affected Schools
ES: Windermere
MS: Bridgewater
HS: West Orange

**Windermere
Country Club**



ORANGE COUNTY PUBLIC SCHOOLS PRE-PAID SCHOOL IMPACT FEE FORM
OFFICE OF PLANNING & GOVERNMENTAL RELATIONS
445 W. AMELIA STREET, ORLANDO FL 32801-1129
TEL: 407-317-3974 / FAX: 407-317-3263 / WEBSITE: <http://pgr.ocps.net>.

A Public Education Agreement (PEA) or Capacity Enhancement Agreement (CEA) may require property owners and developers to pre-pay School Impact Fees at some point in the permitting process prior to issuance of a building permit.

This form must be completed and returned to the Office of Planning & Governmental Relations at Orange County Public Schools (OCPS) with a check payable to the Orange County Board of County Commissioners in the amount of the estimated impact fees. Any questions regarding this form should be directed to:

Contact: Julie Salvo, AICP
(407) 317-3200 x200-2139
julie.salvo@ocps.net

SECTION 1: CEA INFORMATION	CEA #:
	CEA Title:
	Jurisdiction:
	Parcel ID(s):¹
	General Location:
	Development Permit Type:²

SECTION 2: APPLICANT/PROPERTY OWNER INFORMATION	Date:
	Property Owner Name:
	Company:
	Address:
	Phone #:
	Email:

Prepaid School Impact Fee Form

SECTION 3: DEVELOPMENT PROFILE	Plat/Site Plan Title: ³		
	PD Title:		
	Non-Vested/New Units (CEA Units)		
		Total # of Units	# Single Family
			# Multi-Family
	CEA Units*		
	CEA Units in Request		
	CEA Units in Previous Plats		
	CEA Non-Vested Balance		
	Vested Units (Leave blank if there are no vested units) ⁴		
	Vested Units		
	Vested Units in Request		
	Vested Units in Previous Plats		
	Vested Balance		
<i>*Please reference the number of "New Units" in your CEA. If you received New Units from an Assignment or Partial Assignment, please reference the number of units in your assignment, and attach a copy of the assignment to this form.</i>			

SECTION 4: PAYMENT SUMMARY	Prepaid Impact Fee Amount	
	\$	
	<i>A check made payable to the Orange County Board of County Commissioners must accompany this form. If the prepayment amount is correct and the form sufficient, a letter will be sent to Orange County authorizing the creation of a credit account. OCPS will forward the check and Letter of Authorization to Orange County.</i>	
	Single Family Impact Fee	Multi-Family Impact Fee
	\$6,525/unit	\$3,921/unit
	Does this CEA require an additional contribution? Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Identify the section of the CEA that requires the additional payment?	
	Status of the additional payment: ⁵	
	Additional Contribution Amount (Payable to Orange County School Board)	
	\$	

Applicant Checklist:	
<input type="checkbox"/>	Prepaid School Impact Fee Form, signed and notarized.
<input type="checkbox"/>	Prepaid School Impact Fee check, payable to the <u>Orange County BCC</u> .
<input type="checkbox"/>	If applicable, check for capital contribution, payable to the <u>Orange County School Board</u> .
<input type="checkbox"/>	11 X 17 copy of the site plan/plat associated with this request.
<input type="checkbox"/>	If applicable, copy of assignment and/or transfer of CEA credits to property.
For OCPS Use Only:	
<input type="checkbox"/>	Sufficient

Prepaid School Impact Fee Form

Signature of Property Owner

Date

Printed Name of Property Owner

STATE OF FLORIDA

COUNTY OF _____

(Notary Seal)

The foregoing instrument was acknowledged
before me this _____ day of _____
20____, by _____.

Printed Name

Said person is personally known to me or
produced _____
as identification.

Notary Public, State of Florida
Commission # _____

My commission expires: _____

For OCPS Use Only:

Reviewer : _____

Date

Reviewed: _____

Received Stamp

Footnotes:

1. List all parcel identification numbers assigned to the parcels within the Preliminary Subdivision Plan (PSP), site plan, or plat boundaries that apply to this application. List parcel IDs in an attachment, if necessary.
2. Development permit type – state whether this application is for a plat, PSP, site plan, or other type of permit required by local government.
3. State the title of the PSP, site plan or plat exactly as it appears on that document.
4. Either the CEA or your CEA application signed by Orange County states the number of residential units that are vested from the capacity enhancement process. The payment schedule may be different for vested and non-vested units.
5. A CEA may require the payment of an additional contribution. Pursuant to a resolution adopted by the School Board on April 12, 2005, the additional contribution on CEAs approved prior to this date may have been waived. Please check with OCPS Planning and Governmental Relations to determine whether the additional contribution is applicable.

IN THE CIRCUIT COURT,
NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE
COUNTY, FLORIDA

WINDERMERE COUNTRY CLUB, LLC,
A Florida limited liability company,

Petitioner,

CASE NO. 2016-CA-009999-O

v.

ORANGE COUNTY, FLORIDA,
a charter county and a political
subdivision of the State of Florida, and
the BOARD OF COUNTY
COMMISSIONERS OF ORANGE
COUNTY, FLORIDA,

Respondents.

_____/

STATE OF FLORIDA:
COUNTY OF ORANGE:

AFFIDAVIT OF WALTER N. CARPENTER, JR., MAI, CRE

Before me, the undersigned authority, personally appeared Walter N. Carpenter, Jr., who after being duly sworn states:

1. My name is Walter N. Carpenter, Jr., I am over the age of eighteen, have personal knowledge of each of the facts stated in this affidavit, and am competent to testify to those statements.

2. I am the President of Pinel & Carpenter, Inc., a State-Certified General Real Estate Appraiser, State of Florida licensed Real Estate Broker, a Member of the

Appraisal Institute holding the MAI designation and a Member of the Counselors of Real Estate (CRE).

3. Pinel & Carpenter, Inc. is on the approved appraiser list for Orange County Government.

4. Attached hereto as Exhibit A is a copy of my current CV.

5. Based upon sales within the Butler Bay Subdivision (Windermere Country Club) before and after the April 16th, 2016 closing of the golf course/open space, I find no measureable change in value of the five sample homes evaluated. Additionally, sales generally reflect higher values for waterfront (ponds) properties as compared to open space properties, such that the homes that will front on the closed golf course water features as a result of the rezoning will increase in value.


WALTER N. CARPENTER, JR., MAI, CRE
President of Pinel & Carpenter, Inc.

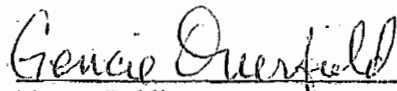
STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 24th day of January, 2017 by Walter N. Carpenter, Jr., MAI, and CRE, who is President of Pinel & Carpenter, Inc., who is personally known to me or who produced as _____ identification.

[Notary Seal]



GENCIE OVERFIELD
MY COMMISSION # FF 937612
EXPIRES: May 12, 2020
Bonded Thru Budget Notary Services


Notary Public
Printed Name: Gencie Overfield
My Commission Expires: 5/12/20

**QUALIFICATIONS OF APPRAISER
WALTER N. CARPENTER JR., MAI, CRE**

BUSINESS ADDRESS

Pinel & Carpenter, Inc.
824 North Highland Avenue
Orlando, FL 32803

EDUCATION

University of Florida; Bachelor of Science Degree in Business Administration majoring in Real Estate, 1975.

PROFESSIONAL EDUCATION

Completed the following courses under the direction of the American Institute of Real Estate Appraisers:

- National USPAP Update (2016)
- Florida Law (2016)
- Business Practices & Ethics (2015)
- Supervisory Appraiser/Trainee Appraiser (2015)
- Purchase Price Allocations for Financial Reporting & Tax (2014)
- National USPAP Update (2014)
- Florida Law (2014)
- Business Practices & Ethics (2013)
- National USPAP Update (2012)
- Florida Appraisal Law (2012)
- Financial Crimes Symposium (2011)
- Litigation Appraising: Specialized Topics & Applications (2011)
- The Appraiser as an Expert Witness (2011)
- National USPAP Update (2010)
- Appraisal Curriculum Overview (2010)
- National USPAP Equivalent (2008)
- Business and Ethics (2008)
- Identify & Prevent Real Estate Fraud (2008)
- USPAP Update (2006)
- Eminent Domain (2005)
- USPAP Update (2004)
- Appraisal of Real Estate (2004)
- Separating Real and Personal Property from Intangible Business Assets (2003)
- Condemnation Appraising: Advanced Topics and Applications (1999)
- Litigation Valuation/Mock Trial (1993)
- Litigation Valuation (1992)
- Standards of Professional Practice Exam SPP (1990)
- Litigation Valuation (1987)
- The Electronic Spreadsheet in the Appraisal Office-Seminole Community College (1985)
- Standards of Professional Practice (1984)
- Introduction to R.E. Investment Analysis (1983)
- Urban Properties (1977)
- Capitalization Theory and Techniques (1976)
- Fundamentals of Appraising (1975)

SEMINARS ATTENDED

- Fall Education Seminar Assoc. of Eminent Domain Professionals (2016)
- Online Cool Tools: New Technology for Real Estate Appraisers (2016)
- 2014 Central Florida Real Estate Forum: Unity of the Community (2014)
- Purchase Price Allocations for Financial Reporting & Tax (2014)
- Senior Housing & Long Term Care Properties (2014)

QUALIFICATION OF APPRAISER WALTER N. CARPENTER JR., MAI, CRE
Contd.

- Excel as an Appraiser: Making Your Job Easier Using Excel Spreadsheets (2013)
- Understanding the Loan Quality Initiative & Residential Collateral Data Delivery (2011)
- Investment Firm & Institutional Investor Initiative & Perspectives on RE Valuation (2010)
- Understanding Repurchase Demands & Rebuttal Appraisals (2010)
- Analyzing the Effects of Environmental Contamination (2010)
- Financial Reform Legislation (2010)
- Property Tax Assessment (2010)
- Residential Valuation Trends (2009)
- Valuation for Financial Reporting (2009)
- Analyzing Operative Expenses (2008)
- Analyzing Distressed Real Estate (2008)
- Supervisory/Trainee Roles & Relationship (2008)
- Appraisal Law Update (2008)
- Appraiser Law Update (2006)
- Appraisal Scope of Work (2006)
- Technology III (2006)
- Complex Cures Using Before and After Techniques (2000)
- Technology Forum, Part I (1999)
- Valuing Your Business (1999)
- Case Study Seminar (1999)
- The Globalization of Real Estate (1999)
- Appraisal of Local Retail Properties (1998)
- The Appraisal and Capital markets (1998)
- Understanding and Using DCF Software (1998)
- The High Tech Appraisal Office (1996)
- The Internet and Appraising (1996)
- Case Law of Eminent Domain (1996)
- Special Purpose Properties-Challenges of Real Estate Appraising/ Limited Markets (1995)
- Understanding Limited Appraisals (1994)
- Core Law Update (1994)
- Appraising Troubled Properties (1992)
- Reviewing Appraisals (1990)
- Persuasive Style in the Narrative Appraisal (1989)
- Standards of Professional Practice Update (1988)
- Applied Appraisal Techniques (1983)
- Applied Statistical Analysis in Appraising (1980)
- Income Capitalization Workshop (1978)
- New Developments in Condemnation (1975)
- H.U.D. Uniform Act of 1970

Completed the following courses and seminars under the direction of the Real Estate Securities and Syndication Institute:

- Applied Real Estate Syndication (1981)
- Syndication Real Estate (1982)
- Real Estate Partnership Administration

LICENSES

State-Certified General Real Estate Appraiser
License No. RZ1231

Real Estate Broker, State of Florida
License No. BK 0130637

QUALIFICATION OF APPRAISER WALTER N. CARPENTER JR., MAI, CRE
Contd.

PROFESSIONAL DESIGNATION

Member of the Appraisal Institute, holding the MAI designation, Certificate No. 7567
Member of the Counselors of Real Estate, CRE

EXPERIENCE

President, Pinel & Carpenter, Inc., 1987 to present.
Vice-President, Pinel, Rex & Carpenter, Inc., 1980-1987
Associate and Assistant to Thomas H. Pinel, MAI, 1975-1980.

Active in real estate sales in Orlando since 1974 and in real estate appraising since 1975.

Completed appraisals of military bases, water/wastewater treatment plants, residential, commercial, and industrial properties, citrus groves, and special purpose properties, including office buildings, shopping centers, apartments, condominiums, theaters, restaurants, churches, dance studios, child care centers, etc., prepared for attorneys, accounting firms, banks, Internal Revenue Service, City of Orlando, Orange County, corporations, and individuals since 1975.

MAJOR APPRAISALS

duPont Centre, Church Street Station Entertainment Complex, Disney's Celebration City, LeeVista Center, Airport Industrial Park at Orlando, Hunter's Creek, City of Casselberry Electric & Distribution System, City of Port St. Lucie Water & Waste Water System, City of New Smyrna Water & Waste Water System, Eastern Subregional Waste Water Treatment Plant, Fairbanks Avenue Widening, Oak Ridge Road Widening, Conroy-Windermere Road Widening, Old Winter Garden Road Widening, and Forsyth Road Widening, Naval Training Center at Orlando, the Charleston Navy Base, City of Winter Park Utilities System, Gulfstream Properties Natural Gas Pipeline, Universal Studios – MCA Parcels

PROFESSIONAL SERVICE



- NFIB, National Federation of Independent Business, Leadership Council
- Member of The Counselors of Real Estate, 2003 to present
- Executive Committee, Urban Land Institute, 2000 to 2012
- National Board of Directors, Appraisal Institute, 2001 - 2004
- Executive Committee, Appraisal Institute, 2003 -2004
- National Committee of Regional Chairs, Chairman Appraisal Institute, 2004
- National Chairman, Government Relations Committee, Appraisal Institute, 2000 - 2001
- Vice Chairman, Government Relations Committee, Region X, Appraisal Institute, 1997 - 2000
- Chairman, Government Relations Committee, Appraisal Institute, East FL Chapter, 1994 - 1999
- President, East Florida Chapter Appraisal Institute, 2001
- Vice-President, East Florida Chapter Appraisal Institute, 1999
- Treasurer, East Florida Chapter Appraisal Institute, 1998
- Secretary, East Florida Chapter Appraisal Institute, 1997
- Director, East Florida Chapter Appraisal Institute, 1996 to 2002
- Member of the Legislative Committee, Home Builders Association of Mid-Florida, 1985 - 1999
- Member of the Legislative Committee, Greater Orlando Association of Realtors
- Alumni Relations Director, Florida Blue Key Alumni Association of Central Florida

**QUALIFICATION OF APPRAISER WALTER N. CARPENTER JR., MAI,
CRE Contd.**

- Member of the Real Estate Securities and Syndication Institute
- Member of the Central Florida Investment Council
- Chairman, Education Committee, Greater Orlando Association of Realtors, 1988
- Director, The Economic Club of Orlando, 1985-1988
- Member of the Real Estate Advisory Board, Center for Real Estate Studies, University of Florida, Warren College of Business, 2001 to present
- Member of the National Federation of Independent Business Florida Chapter
- Member of the Association of Eminent Domain Professionals,
- Member of The Executive Committee (TEC), 2003 to 2012
- Member of US Chamber of Commerce
- Member of Orlando Regional Chamber of Commerce
- Moderator of Linear Rights-of-Way Workshop, Washington, DC, December 2001

COMMUNITY SERVICE

- Member, State of Florida Employer-Sponsored Benefits Study Task Force, 2013-2014
- President, Central Florida Fair, 2000-2002
- Director, Central Florida Fair, 1992 to present
- Chairman, Last Wave Committee, House of Hope, 1999
- Chairman, Stewardship Committee, St. Michael's Episcopal Church, 1998, 2009, 2010
- Chairman, Search Committee, St. Michael's Episcopal Church, 2014
- Ninth Judicial Circuit Grievance Committee Member, 1998 – 2000
- Director, Christian Service Center, 2008-2013
- Treasurer, Christian Service Center, 2013
- Director, Canterbury Episcopal Retreat & Conference Center, 1996 - 2000
- Director, Winter Park YMCA, 1987-1991
- Vestry, St. Michael's Episcopal Church, 1979-1981; 1989-1992
- President, Board of Directors, Big Brothers and Big Sisters of Central Florida, Inc., 1979
- Director, Big Brothers of Greater Orlando, Inc., 1977-1979
- Member of Committee of 100 Orange County
- Board of Directors, Committee of 100 Orange County, 2014
- Member of Florida United Business Association
- Member of The Leadership Trust NFIB

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE APPRAISAL BD			
LICENSE NUMBER: RZ1231		 	
The CERTIFIED GENERAL APPRAISER Named below IS CERTIFIED Under the provisions of Chapter 475 FS. Expiration date: NOV 30, 2018			
CARPENTER, WALTER N JR 824 N HIGHLAND AVE ORLANDO FL 32803			
ISSUED: 11/29/2016		SEQ # L1611290002381	

DISPLAY AS REQUIRED BY LAW