



MARCHENA AND GRAHAM, PA

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SHANNON M. WIGGINS

MEMORANDUM

TO: Mayor Teresa Jacobs and Orange County Commissioners

CC: Joel Prinsell, Esq.
Steven Thorp

FROM: Christopher J. Wilson, Esq.

DATE: January 23, 2017

RE: Windermere Country Club, LLC ("WCC")
RZ-15-10-038/Memorandum
In Opposition To Dismissal Of Or
Defer The Zoning Case

I. FACTS ON WHICH WCC RELIES.

WCC's Property consists of approximately 155 acres of property located in Orange County, Florida described as "Tract A Golf Course" (the "Property") in the Plat. Exhibit 1; Exhibit 2.

The Butler Bay Unit Three Subdivision received its zoning approval on February 21, 1985. Exhibit 3. On November 18, 1985, the BCC approved the Preliminary Subdivision Plan ("PSP") for Butler Bay subject to condition 7; "Lots

123-140 of Butler Bay Unit Two, shall be vacated prior to plat approval.” Exhibit 4.

WCC initially filed a rezoning Application #RZ15-10-038, on August 19, 2015, to modify the Cluster Plan to bring the 155 acres under the current R-CE-C zoning standard of 1 unit per 1 acre and change the 155 acres from a private golf course use (a special exception in R-CE-C zoning, and not open space) to residential area to accommodate 95 single family lots and related improvements (the “Rezoning Application”). Exhibits 5 and 6. The County Rezoning Staff Report for the November 19, 2015 Planning and Zoning Commission hearing, at page 4, recognized that WCC’s rezoning request “is compatible and consistent with the surrounding single family development within the Butler Bay Subdivision” Exhibit 7, p. 4. With respect to Comprehensive Plan consistency, the Report admitted:

The requested R-CE-C zoning is consistent with the underlying RS 1/1 FLUM designation and also allows a maximum residential density of (1) dwelling unit per developable acre . . .

Exhibit 7, p.4, November 19, 2015 PZC Rezoning Hearing Staff Report.

At the November 19, 2015 PZC public hearing to consider the rezoning, the PZC refused to conduct the hearing on WCC’s rezoning application, and instead required WCC to file a Petition to Vacate portions of General Notes 12 and 13 on

the Tract A Golf Course. Exhibit 8, July 18, 2016 Nguyen Memorandum; Exhibit 9; Transcript p. 5.

Pursuant to §177.101, Fla. Stat. and Orange County Code Section 30-83(e), on January 27, 2016 WCC filed a Memorandum and attachments seeking to partially vacate General Notes 12 and 13 of the Plat, to partially vacate the Plat restrictions on Tract A. Exhibit 10. As a result of comments received from Orange County, WCC submitted revised Petitions to Vacate on February 1, 2016 (Exhibit 11), March 29, 2016 (Exhibit 12), and July 22, 2016 (Exhibit 8). The Petition to Vacate did not seek to vacate the drainage or conservation dedication and easement, the public wall and sign area, or the sidewalk easement, located on Tract A in the Plat. Id. & Exhibit 13.

On October 18, 2016, the BCC held a public hearing to consider whether to grant or deny WCC's Petition To Vacate the Plat. Exhibit 9. After a lengthy public hearing, the BCC then voted 5 to 0 to deny WCC's Petition. Exhibit 9, Transcript p. 104. There was no BCC discussion, finding or vote that WCC had failed to satisfy §177.101(3), Fla. Stat. or Orange County Code Section 30-83(e). Exhibit 9, Transcript pp. 90-104. The BCC's written decision to deny the Petition to Vacate the Plat was rendered on November 9, 2016 and contains no findings of fact or legal conclusions to support the denial. Exhibit 14. On December 9, 2016, WCC filed a Petition for Writ of Certiorari challenging the BCC's denial of the Petition to Vacate.

On November 17, 2017, the Planning and Zoning Commission (“P&Z”) considered the Rezoning Application and recommended dismissal of the application. Exhibit 15. Staffs’ recommendation to dismiss was based upon the improper denial by the Board of County Commissioners of WCC’s Petition to Vacate. Exhibit 16. WCC filed an appeal to the P&Z’s recommendation on November 18, 2016. Exhibit 17. The appeal hearing was scheduled and noticed for January 24, 2017 at 2:00 p.m. Exhibit 18. On January 12, 2017, WCC, through Attorney Wilson requested an enlargement of time to make WCC’s presentation, including rebuttal. Exhibit 19. Staff issued a staff report recommending that the hearing be indefinitely deferred as a result of the pending appeal of the BCC’s denial of the Petition to Vacate, stating that this Rezoning’s outcome is to be determined by the pending litigation. Exhibit 18.

II. THE NATURE OF RELIEF SOUGHT.

WCC seeks approval of its Rezoning Application, conditioned upon the BCC and County partially vacating the General Notes 12 and 13 to the Plat.

III. ARGUMENT.

A. The BCC Failed to Provide Minimal Standards of Due Process by Violating Its Own Code and Inconsistently Applying Its Code to WCC.

“Certain standards of basic fairness must be adhered to in order to afford due process.” Jennings v. Dade County, 589 So. 2d 1337 (Fla. 3rd DCA 1991). Minimal due process is generally met “if parties are provided notice and an

opportunity to be heard . . . “ and “in quasi-judicial zoning proceedings parties must be able to present evidence, cross examine witnesses and be informed of all the facts upon which the commission acts.” Id.

1. **The BCC’s Repeated Continuances and Violation of Orange County Code Section 30-45 that Mandates that the BCC Conduct a De Novo Hearing Within 45 Days of the Notice of Appeal, or as Soon Thereafter as the Calendar Permits Is a Denial of Due Process to WCC.**

Orange County Code Section 30-45(d) and (3) provide:

- Section 30-45(d)
 - “The board of county commissioners **shall** conduct a trial de novo hearing upon the appeal taken from the ruling of the planning and zoning commission . . . and hear testimony of witnesses and other evidence offered by the aggrieved person and interested parties to the appeal and may in conformity with this article and the zoning regulations, rules and regulations adopted thereunder, reverse, or affirm, wholly or partly, or may modify the . . . recommendation of the planning and zoning commission.”
- Section 30-45(e)
 - “The board of county commissioners **shall** conduct a hearing on the appeal within forty-five (45) days after the filing of the notice of appeal, or as soon thereafter as the board’s calendar reasonably permits.”

Both Section 30-45(d) and (e) use the “shall” relating to require it to “conduct a hearing on the appeal.” Section 30-45(d) governs the scope of the hearing and Section 30-45(e) governs the required timeliness of the hearing. “The

word 'shall' . . . is normally meant to be mandatory in nature.” State v. Goode, 830 So.2d 817, 823 (Fla. 2002); Miami v. Save Brickell Ave., 426 So.2d 1100, 1105 (Fla. 3d DCA 1983). “Shall” becomes mandatory where it refers to an action prior to the deprivation of substantive right. Goode at 823. Prior to taking an action to determine WCC’s use of its property, the “shall” is mandatory. Orange County is mandated to conduct a trial de novo upon the appeal taken by WCC and shall do so within 45 days of the Notice of Appeal, or as soon thereafter as the Board’s calendar reasonably permits.

The initial application was filed on August 18, 2015 and prior scheduled hearings have been continued by Orange County such that the BCC has already delayed action on WCC’s application for a year and a half, and seeks to impose an indefinite additional continuance.

The Notice of Appeal was filed on November 18, 2016. The BCC shall conduct the trial de novo hearing on or before January 2, 2017, or as soon thereafter as the Board’s calendar permits. There is no provision in Orange County Code that allows the BCC to defer rezoning appeal decisions. In accordance with the above mandatory rules, the BCC scheduled the trial de novo for January 24, 2017. Failure to conduct the hearing as scheduled, as staff is recommending, is a violation of Orange County’s own ordinance and a denial of due process to be afforded WCC under same ordinances because it is denying WCC of its hearing

and opportunity to present evidence in favor of its Rezoning Application. (See Jennings, 589 So. 2d 1337). The BCC is depriving WCC of its due process rights to rezone its land, by continuing to delay WCC's application. Exhibit 20.

2. Staff's Recommendation to Defer Is Inconsistent With The BCC's Prior Action Where It Approved And Issued A Zoning Approval Subject To Plat Vacation.

On November 18, 1985, the BCC approved the Preliminary Subdivision Plan ("PSP") for Butler Bay subject to condition 7; "Lots 123-140 of Butler Bay Unit Two, shall be vacated prior to plat approval." Exhibit 4. The BCC is improperly delaying an action on WCC's Rezoning Application, filed almost a year and a half ago, and taking an action inconsistent with its prior actions on the same project. The Staffs' improper stated reasoning is that the outcome of the challenge to the denial of the Petition to Vacate governs this rezoning application. Orange County was able to approve a Preliminary Subdivision Plan ("PSP"), subject to a plat vacation, in 1985, but in order to delay this matter is now not able to approve a straight rezoning application subjection to a plat vacation.

Failure to act consistently as it relates to WCC's Rezoning Application is a violation of WCC's due process rights by failing to provide the hearing required by Jennings and is precluding the rezoning of the distressed WCC Property, to a compatible economically viable use.

3. BCC is Violating WCC's Due Process Rights Because It Regularly Approves Rezoning Applications, Where

**An Applicant Does Not Hold All Development
Rights In The Property.**

At the November 17, 2016 Planning and Zoning Commission meeting, member Rick Baldocchi questioned staff's and legal counsel's recommendation to dismiss the Rezoning Application. He stated:

“We were looking at a rezoning and they wanted to put up a parking garage and there was a debate about internally whether or not they had the right to put up that parking garage. And we decided that was a separate matter from the zoning and that was a contractual matter that had to be dealt differently.

* * *

I also am concerned that as an engineer we sometimes bring things to the County that we don't have all the development rights for. For instance, there may be a power easement running through a piece of property, we don't have development rights; but we need the rezoning to try to negotiate with the power company. Listening to the attorneys, and Chris Wilson put some stuff up there and I am sure he was very careful; the County accepted his application. So is there a due process we have to put him through? I've been here seven years and I've never even known dismissal at this point was an option.”

Mr. Baldocchi's testimony illustrates that the County's dismissal is inconsistent with all prior applications the Planning and Zoning Commission had considered in the preceding seven (7) years.

His above statement admits that the County had previously taken the position that development rights were a separate matter from zoning, allowing a prior referenced project to proceed to approval instead of requiring dismissal. He furthered stated, as a civil engineer, things are brought to the County when they do

not have all the development rights. Based on his seven (7) years' experience on the Planning and Zoning Commission and his experience as a practicing civil engineer that regularly submits applications for development, he questioned whether the County had due process obligations to be afforded to WCC, and that dismissal was viable.

Mr. Baldocchi was correct, the County has an obligation to act consistently under its code and afford WCC the same opportunity to be heard as every other application that was not dismissed by the P&Z over the past seven (7) years. The BCC's inconsistent actions constitute a violation of WCC's due process rights.

4. WCC Holds The Necessary Rights To Proceed With The Rezoning.

"Development right" is defined in §193.501(6)(f) as the right of the owner of the fee interest in the land to change the use of the land. Plat Notes 12 and 13 do not contain any language conveying any "perpetual" or "permanent" dedication of development rights. There is no ambiguity about plat vacations being subject to Fla. Stat. 177.101. Approval of the Rezoning Application will not change the "use" of the property as it is still subject to the vacation of Plat Notes 12 and 13. Even if Orange County attempted to infer any ambiguity in a zoning ordinance or the plat notes, the document must be construed in favor of WCC because the ordinance acts as a limitation on property rights. Rinker Materials Corp. v. North Miami, 786 So. 2d 552 (Fla. 1973).

Section 177.101(3) existed in 1985 and 1986 when Butler Bay Unit Three was approved by the County. Therefore, all parties were on notice that the plat notes could be vacated and the dedications were not permanent. A rezoning approval, subject to the requirement to vacate the plat notes, will not change the use. The BCC's refusal to proceed with the hearing is a violation of WCC's due process rights.

B. Conclusion.

The BCC is mandated to conduct the appeal hearing and has no discretion to defer same in violation of its own ordinance. It cannot act inconsistent with its prior approvals and consideration of other cases where the developer does not hold all the necessary development rights. Approving the Rezoning Application subject to the partial vacation of Plat Notes 12 and 13 will not change the use of the land, and renders Staffs' stated reasoning for deferring the hearing moot. The BCC must proceed with the Appeal hearing as scheduled.

SHEET 2

MATCH LINE

SHEET 3

[illegible]

TRACT 3: BULLHORN CANYON TRACT, ACCORDING TO THE MAP ON PLAT SHEET AS RECORDED IN PLAT BOOK IN PAGE 8, PUBLIC RECORDS OF GARRETT COUNTY, MONTANA.

TRACT 4:

TRACT 5: PORTION OF LOTS 8 & 9, 10 AND TRACT 3, BULLHORN CANYON TRACT, ACCORDING TO THE MAP ON PLAT SHEET AS RECORDED IN PLAT BOOK IN PAGE 8, PUBLIC RECORDS OF GARRETT COUNTY, MONTANA.

PAGE 10

FOURTH OF MAY A NEW-EXCLUSIVE PAPER, SACRAMENTO SUN, WEDNESDAY, MAY 19, 1964, HAS A REPORT OF "MURDER SUSPECTS IN WEST COAST". AND IN EXAMINING THE "MURDER SUSPECTS" REPORT, IT IS STATED THAT THE "MURDER SUSPECTS" ARE TWO MEN, ONE OF WHOM IS "MURDER SUSPECT" AND THE OTHER IS "MURDER SUSPECT". THE "MURDER SUSPECTS" ARE TWO MEN, ONE OF WHOM IS "MURDER SUSPECT" AND THE OTHER IS "MURDER SUSPECT". THE "MURDER SUSPECTS" ARE TWO MEN, ONE OF WHOM IS "MURDER SUSPECT" AND THE OTHER IS "MURDER SUSPECT".

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN
OTHERWISE AND IS THE PROPERTY OF THE NATIONAL ARCHIVES. IT IS TO BE
REPRODUCED IN FULL OR IN PART FOR PRIVATE USE ONLY. IT IS NOT TO BE
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[illegible]

SURVEYOR'S NOTES:
1. BEARINGS ARE BASED ON THE MERIDIAN EAST
2. RIGHT-OF-WAY 100' OF SECTION 10, T4S, R10E, S10T

FIELD SURVEY ACCOMPANIED WITH A PERTINENT DEED
CERTIFICATE OF TOTAL ESTATE ALL THIS ARE LEGALLY
MANAGED BY COMPLETED UNDER INDIVIDUALS MANAGEMENT
ALL ESTATEMENT PROCEEDINGS AS FOR THAT UNDER NOTED BY
(a) WHICH ESTATE IS ASSURED BY
ADVANCEMENT FROM THE SERVICE HARBOR, THE
MANAGEMENT COMPANY THE PUBLIC COMPANY BY
OF THE CASE, WITH AN EVIDENCE OF EVIDENCE AS
WILL BE TO THE PUBLIC, AND EVIDENCE OF EVIDENCE
CONCERNING

5. SURVEY PERFORMED IN THE FIELD ON 26 FEBRUARY 2004.
6. CHARACT. REPRESENTATION OF SYMBOLS EXAGGERATED FOR
CLARITY.
7. NO UNDERGROUND FOUNDATIONS, REMAINS OR IMPOVEMENTS
WERE LOCATED.
8. NO OCCUPANCY AND NO SIGNIFICANT REMAINS AND NO REMAINS WERE

THIS SURVEY REPORTS AN ORIGINAL CLASSIFICATION DATE OF DECEMBER 17, 1971.
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05-17-2006 BY 60322 UCBAW

(1) ... BUTTER MAY BECOME INDIAN ON TRACT C IS A PRIVATE
WATER CATCH AND MAINTAINED BY THE FARMERS
ASSOCIATION.

(2) NO GREEN, RED, OR PINK PATHS HAZARDOUS IN WATER
FEATURES WERE LOCATED.

(3) ACCORDING TO RECORDS NO FURTHER STUDY WOULD BE

1000122 CONSENT OF THE SUPERVISOR AND EMPLOYEES
FORGIVEN

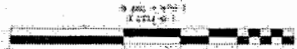
[illegible]

DATE RECD 25 SEP 201

100-443887-200

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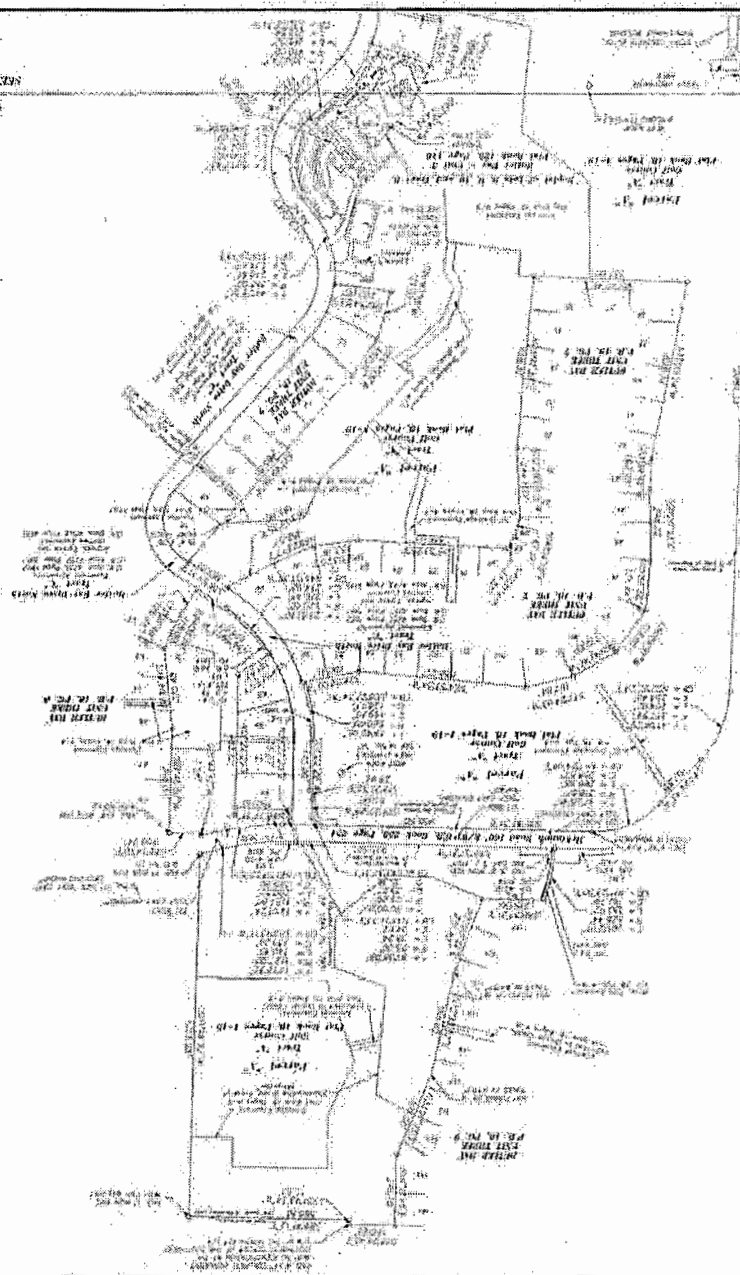
Exhibit 1



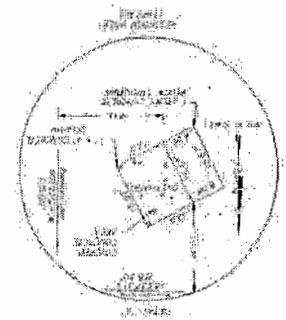
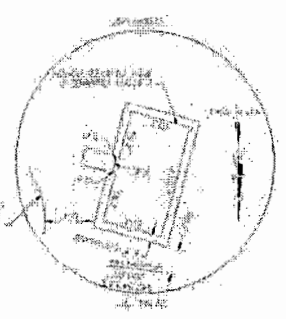
GRAPHIC SCALE



- 1. - Aerial photograph, showing a 100' wide strip
- 2. - Aerial photograph, showing a 100' wide strip
- 3. - Aerial photograph, showing a 100' wide strip
- 4. - Aerial photograph, showing a 100' wide strip
- 5. - Aerial photograph, showing a 100' wide strip
- 6. - Aerial photograph, showing a 100' wide strip
- 7. - Aerial photograph, showing a 100' wide strip
- 8. - Aerial photograph, showing a 100' wide strip
- 9. - Aerial photograph, showing a 100' wide strip
- 10. - Aerial photograph, showing a 100' wide strip



SEE SHEET 3 OF 4
MATCH LINE



Michael T. Rudd
Professional Surveyor
Surveying and Mapping Division
Florida Department of Transportation
Tallahassee, Florida 32304
Phone: (904) 487-1234
Fax: (904) 487-1235
Email: mtrudd@fldot.com

BRYAN BURNHAM

Wendover's Golf & Country Club
Section 12, Twp 23 S, Rge 27 E
Orange County, Florida

NO.	DATE	DESCRIPTION	BY	CHECKED
1	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.
2	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.
3	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.
4	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.
5	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.
6	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.
7	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.
8	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.
9	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.
10	12/15/01	Survey of Section 12, Twp 23 S, Rge 27 E, Orange County, Florida	M.T.R.	B.B.

[illegible]

Least Description

A parcel of land bounded on the Northerly and Westerly lines by McIlwain Road, the Easterly line by Lake Crescent, the Southeasterly line by Butler Bay Unit Two, as recorded in Plat Book 13, Page 57 and 60 of the Public Records of Orange County, Florida and the Southerly line by Lake Bunnah Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida together with replatting a portion of said Butler Bay Unit Two being Lots 123 through 140 including, the right of way for Macabou Court and a portion of the right of way of Butler Bay Unit North lying Southerly of Lot 123 being more particularly described as follows:

[illegible][illegible]

Teacher: 4119

A parcel of land situate in Section 1, Township 23 South, Range 27 East, Orange County, Florida lying Northerly and Northwesterly of McKinnon Road being described more fully as follows:

[illegible]

Containing Shares 257,0591 units.

SEE RESOLUTION COUNTY COMM. ENCLOSED 4/16/10 IN R.R. 4102 PAGE 210
VACATING A 5' FT UTILITY EASEMENT
SEE RESOLUTION BY COUNTY COMM. ENCLOSED 4/16/10 IN R.R. 4173 PAGE 210
VACATING AND ABANDONING A PORTION OF LOTS 8, 9 AND 10.

[illegible]

**DYER, PUDDLE, MILLS
AND FREEMAN, INC.**
SPONSORING - BATHING
100 EAST COLONIAL DRIVE
LALAND, FLORIDA 32803

[illegible]

SHEET 1 OF 6

BUTLER DAY UNIT THREE
 DEDICATION
 KNOW ALL MEN BY THESE PRESENTS, That ^{Ray C. Conway} ~~Ray C. Conway~~ has
 the author in full simple of the books described in the foregoing caption
 to this plat, done hereby donated said lands and plat for this uses and
 purposes therein expressed and dedicates the EASEMENTS
 shown herein to the perpetual use of the public
 IN WITNESS WHEREOF, he caused these presents to be signed and
 attested this 1st day of December, 1966. 7-16-66
 WITNESSES: Lakes Ltd., a Florida General Partnership
 BY Ray Conway 2-14-90
 RAY CONWAY, GENERAL PARTNER

Glenn said that in the absence of

Samuel Q. Jones
Richard H. Jones

STATE OF FLORIDA..... COUNTY OF ORANGE.....
THIS IS TO CERTIFY, That on 2-14-86
before me, an officer duly authorized to take acknowledgments in this
State and County aforesaid, personally appeared
Ray Conway
General Partner.

to me known to be the person described in and who executed the foregoing declaration and severally acknowledged the execution thereof to me ... H15. ... and used for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set
my hand and seal on the above date.

Betty W. [Signature]
NOTARY PUBLIC
My Commission Expires

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being
 licensed and registered land surveyor, does hereby certify that
 FEB. 12, 1954 he compiled the true
 of the lands as shown in the foregoing plat; that said plat is a true
 representation of the lands therein described and platted; that no
 parent reference monuments have been placed on these lands; as
 required by Chapter 177, Florida Statutes; and that said land is located

Orange County, Florida. Dated FEB. 14, 1984
R. L. O'Connell Registration No. 1100

CERTIFICATE OF APPROVAL
BY ZONING DIRECTOR

Received
and Approved *Edw. J. [unclear] President* 7/14/88
[unclear] Director [unclear] Date

**CERTIFICATE OF APPROVAL
BY COUNTY ENGINEER**

Examined and
Approved: *[Signature]* 7-15-81
County Engineer Date

**CERTIFICATE OF APPROVAL BY BOARD
OF COUNTY COMMISSIONERS**

THIS IS TO CERTIFY, That on 7-21-86
 foregoing plat was approved by the Board of County Commissioners
 Orange County, Florida.

Chairman of the Board.

Thomas H. Looker
Clerk of the Board.

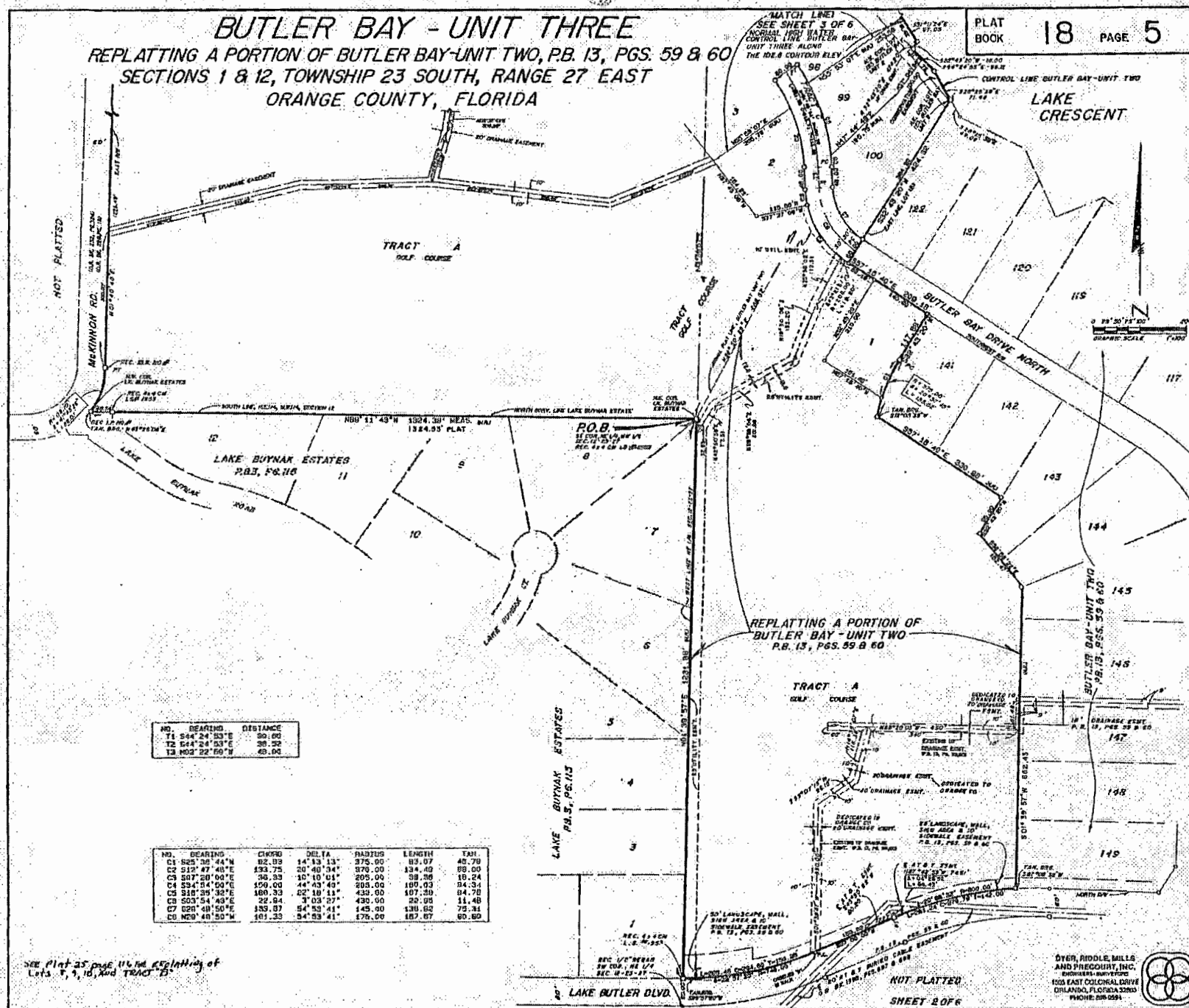
CERTIFICATE OF COUNTY COMPTROLLER

Statutes, and was filed for record on July 28, 1886
at St. Louis, Mo. File No. 20th Regt.
James H. Lucas

County Comptroller:
in and for Orange County, Fla.
BY H. L. Thompson OF.

REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

LAKE
CRESCENT



SEE Plat 25, page 116 for explanation of
Lots 8, 9, 10, and TRACT "B".

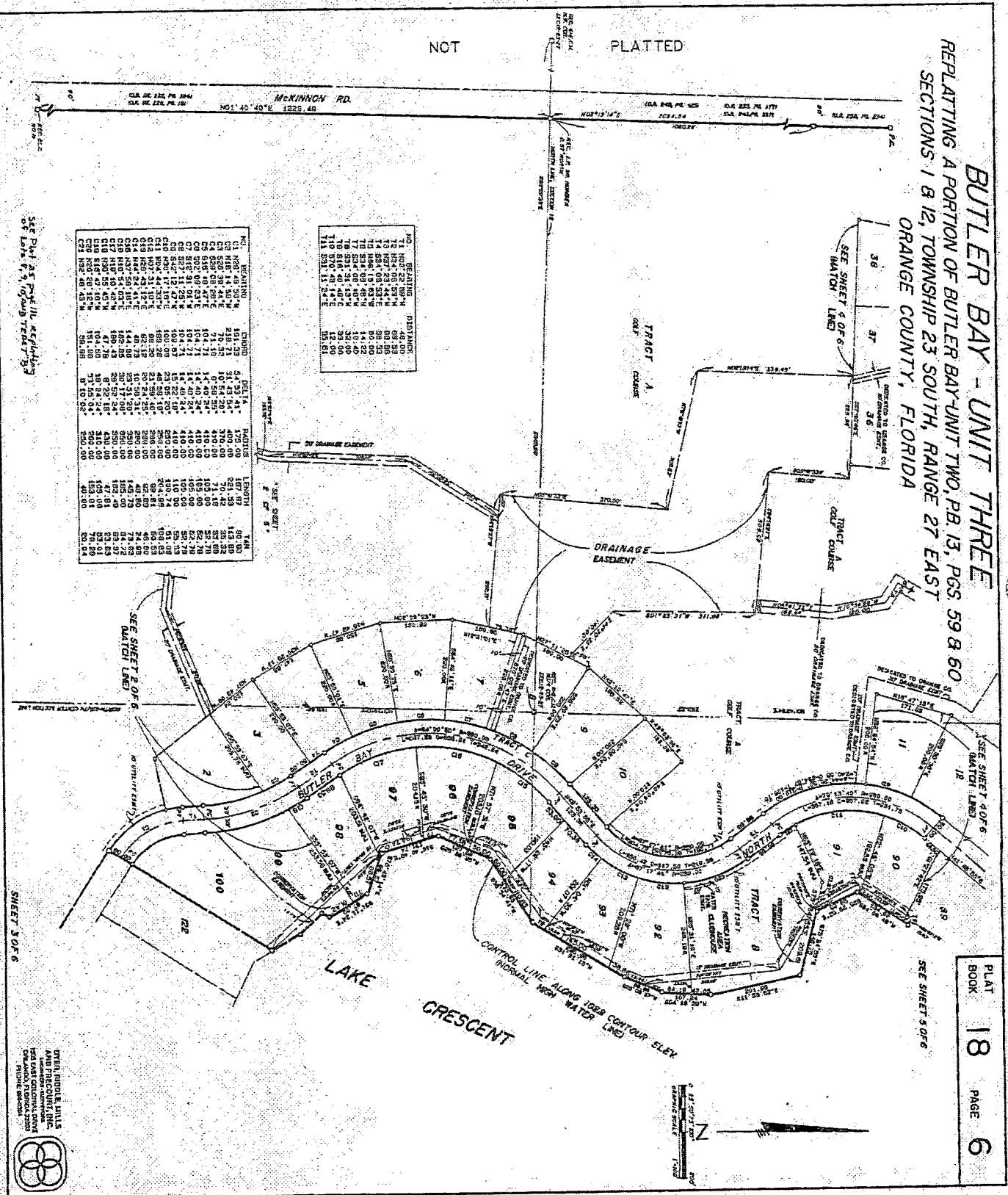
**DYER, RIDDLE, MILLS
AND PRECOURT, INC.**
ENGINEERS • SURVEYORS
1505 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32801
PHONE: 305-0594



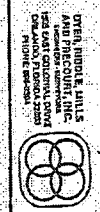
BUTLER BAY - UNIT THREE REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60 SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST ORANGE COUNTY, FLORIDA

PLAT
BOOK 18 PAGE 6

NO.	SECTION	AREA	PERCENTAGE	ACRES
1	12	1.00	100.00	1.00
2	12	1.00	100.00	1.00
3	12	1.00	100.00	1.00
4	12	1.00	100.00	1.00
5	12	1.00	100.00	1.00
6	12	1.00	100.00	1.00
7	12	1.00	100.00	1.00
8	12	1.00	100.00	1.00
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15	12	1.00	100.00	1.00
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17	12	1.00	100.00	1.00
18	12	1.00	100.00	1.00
19	12	1.00	100.00	1.00
20	12	1.00	100.00	1.00
21	12	1.00	100.00	1.00
22	12	1.00	100.00	1.00
23	12	1.00	100.00	1.00
24	12	1.00	100.00	1.00
25	12	1.00	100.00	1.00
26	12	1.00	100.00	1.00
27	12	1.00	100.00	1.00
28	12	1.00	100.00	1.00
29	12	1.00	100.00	1.00
30	12	1.00	100.00	1.00
31	12	1.00	100.00	1.00
32	12	1.00	100.00	1.00
33	12	1.00	100.00	1.00
34	12	1.00	100.00	1.00
35	12	1.00	100.00	1.00
36	12	1.00	100.00	1.00
37	12	1.00	100.00	1.00
38	12	1.00	100.00	1.00
39	12	1.00	100.00	1.00
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44	12	1.00	100.00	1.00
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46	12	1.00	100.00	1.00
47	12	1.00	100.00	1.00
48	12	1.00	100.00	1.00
49	12	1.00	100.00	1.00
50	12	1.00	100.00	1.00
51	12	1.00	100.00	1.00
52	12	1.00	100.00	1.00
53	12	1.00	100.00	1.00
54	12	1.00	100.00	1.00
55	12	1.00	100.00	1.00
56	12	1.00	100.00	1.00
57	12	1.00	100.00	1.00
58	12	1.00	100.00	1.00
59	12	1.00	100.00	1.00
60	12	1.00	100.00	1.00
61	12	1.00	100.00	1.00
62	12	1.00	100.00	1.00
63	12	1.00	100.00	1.00
64	12	1.00	100.00	1.00
65	12	1.00	100.00	1.00
66	12	1.00	100.00	1.00
67	12	1.00	100.00	1.00
68	12	1.00	100.00	1.00
69	12	1.00	100.00	1.00
70	12	1.00	100.00	1.00
71	12	1.00	100.00	1.00
72	12	1.00	100.00	1.00
73	12	1.00	100.00	1.00
74	12	1.00	100.00	1.00
75	12	1.00	100.00	1.00
76	12	1.00	100.00	1.00
77	12	1.00	100.00	1.00
78	12	1.00	100.00	1.00
79	12	1.00	100.00	1.00
80	12	1.00	100.00	1.00
81	12	1.00	100.00	1.00
82	12	1.00	100.00	1.00
83	12	1.00	100.00	1.00
84	12	1.00	100.00	1.00
85	12	1.00	100.00	1.00
86	12	1.00	100.00	1.00
87	12	1.00	100.00	1.00
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93	12	1.00	100.00	1.00
94	12	1.00	100.00	1.00
95	12	1.00	100.00	1.00
96	12	1.00	100.00	1.00
97	12	1.00	100.00	1.00
98	12	1.00	100.00	1.00
99	12	1.00	100.00	1.00
100	12	1.00	100.00	1.00



SEE PLAT 25 FOR REPLATTING OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.



BUTLER BAY - UNIT THREE

REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60

SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST

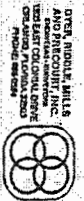
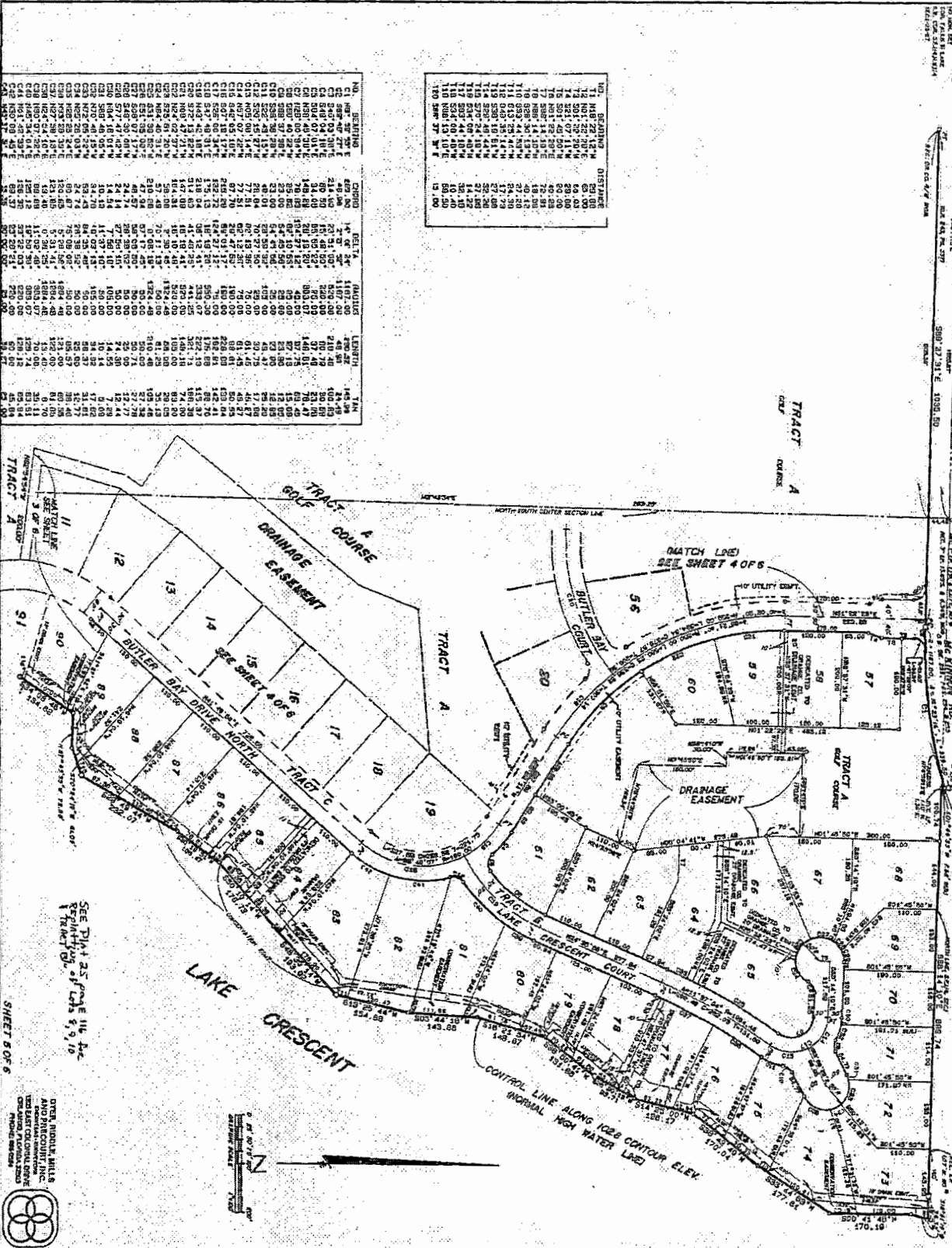
ORANGE COUNTY, FLORIDA

NOT PLATTED

SEE SHEET 6 OF 6

PLAT 18 PAGE 8

NO.	BEARING	DISTANCE
1	N 148° 22' 12" E	63.00
2	N 101° 22' 38" E	63.00
3	N 101° 22' 38" E	63.00
4	N 101° 22' 38" E	63.00
5	N 101° 22' 38" E	63.00
6	N 101° 22' 38" E	63.00
7	N 101° 22' 38" E	63.00
8	N 101° 22' 38" E	63.00
9	N 101° 22' 38" E	63.00
10	N 101° 22' 38" E	63.00
11	N 101° 22' 38" E	63.00
12	N 101° 22' 38" E	63.00
13	N 101° 22' 38" E	63.00
14	N 101° 22' 38" E	63.00
15	N 101° 22' 38" E	63.00
16	N 101° 22' 38" E	63.00
17	N 101° 22' 38" E	63.00
18	N 101° 22' 38" E	63.00
19	N 101° 22' 38" E	63.00
20	N 101° 22' 38" E	63.00
21	N 101° 22' 38" E	63.00
22	N 101° 22' 38" E	63.00
23	N 101° 22' 38" E	63.00
24	N 101° 22' 38" E	63.00
25	N 101° 22' 38" E	63.00
26	N 101° 22' 38" E	63.00
27	N 101° 22' 38" E	63.00
28	N 101° 22' 38" E	63.00
29	N 101° 22' 38" E	63.00
30	N 101° 22' 38" E	63.00
31	N 101° 22' 38" E	63.00
32	N 101° 22' 38" E	63.00
33	N 101° 22' 38" E	63.00
34	N 101° 22' 38" E	63.00
35	N 101° 22' 38" E	63.00
36	N 101° 22' 38" E	63.00
37	N 101° 22' 38" E	63.00
38	N 101° 22' 38" E	63.00
39	N 101° 22' 38" E	63.00
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51	N 101° 22' 38" E	63.00
52	N 101° 22' 38" E	63.00
53	N 101° 22' 38" E	63.00
54	N 101° 22' 38" E	63.00
55	N 101° 22' 38" E	63.00
56	N 101° 22' 38" E	63.00
57	N 101° 22' 38" E	63.00
58	N 101° 22' 38" E	63.00
59	N 101° 22' 38" E	63.00
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67	N 101° 22' 38" E	63.00
68	N 101° 22' 38" E	63.00
69	N 101° 22' 38" E	63.00
70	N 101° 22' 38" E	63.00
71	N 101° 22' 38" E	63.00
72	N 101° 22' 38" E	63.00
73	N 101° 22' 38" E	63.00
74	N 101° 22' 38" E	63.00
75	N 101° 22' 38" E	63.00
76	N 101° 22' 38" E	63.00
77	N 101° 22' 38" E	63.00
78	N 101° 22' 38" E	63.00
79	N 101° 22' 38" E	63.00
80	N 101° 22' 38" E	63.00
81	N 101° 22' 38" E	63.00
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83	N 101° 22' 38" E	63.00
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89	N 101° 22' 38" E	63.00
90	N 101° 22' 38" E	63.00
91	N 101° 22' 38" E	63.00
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93	N 101° 22' 38" E	63.00
94	N 101° 22' 38" E	63.00
95	N 101° 22' 38" E	63.00
96	N 101° 22' 38" E	63.00
97	N 101° 22' 38" E	63.00
98	N 101° 22' 38" E	63.00
99	N 101° 22' 38" E	63.00
100	N 101° 22' 38" E	63.00



BUTLER BAY - UNIT THREE

REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT BOOK 18 PAGE 9

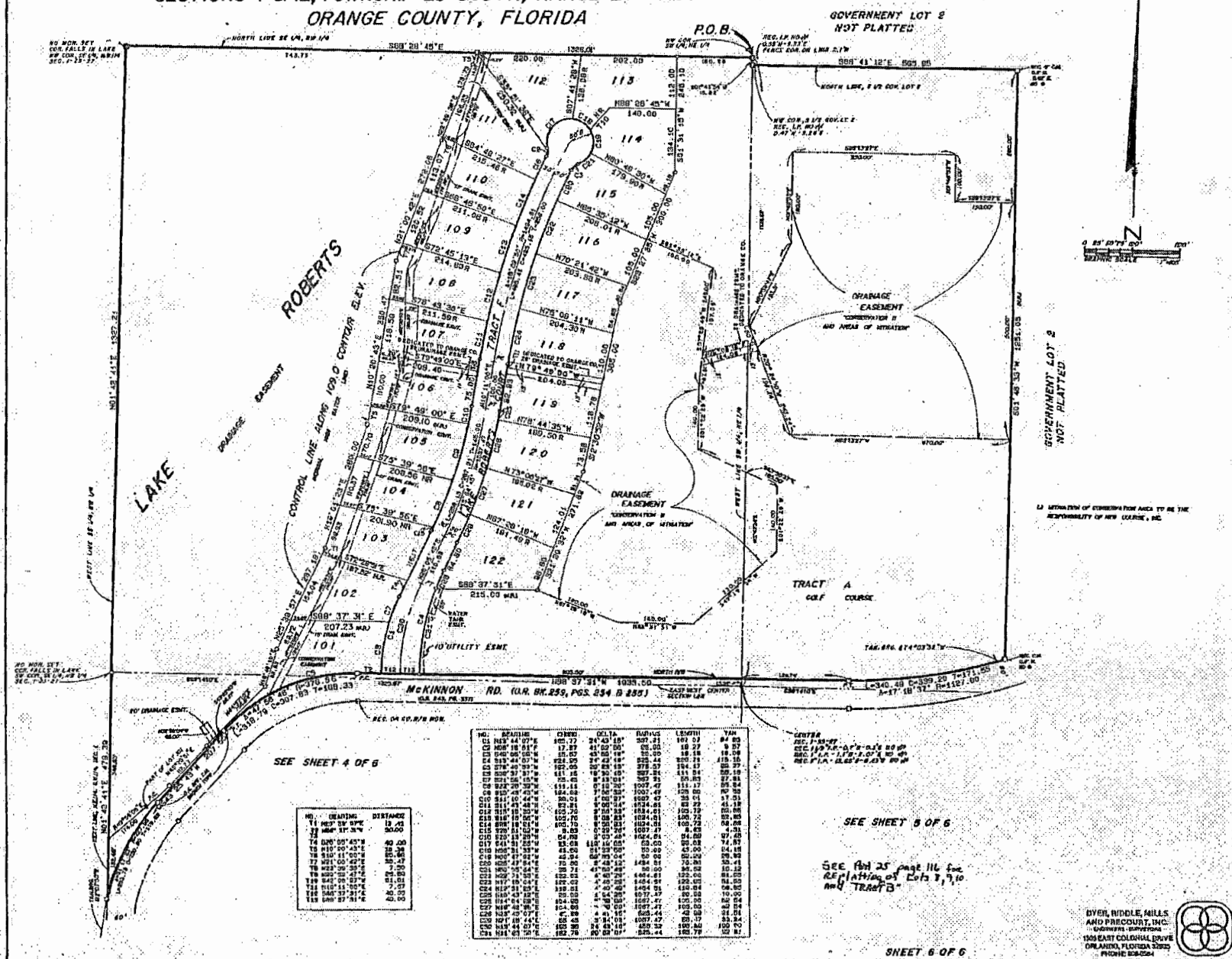


Exhibit "A"
Part 1: P&Z Approval

DONALD ARNOLD, request for a Change in Zoning Classification from A-1 to R-CE-C on property which is located 1/10 mile North of intersection of Claremont-Osage Road and Milwaukee Road.
(NW 1/4 of SD) 35-21-28 Tract Size: 15.3 acres District #2)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Zoning Department Evidence File). The R-CE Cluster District would be appropriate in this location, however, submitted plans do not meet the requirements of the Cluster Plan. Staff recommended denial, as submitted.

Sharon Smith, Zoning Director, advised the Board that the applicant had requested the hearing be continued for one month for further study.

A motion was made by Joe Boogaart, seconded by Nancy Weber and unanimously carried to continue the hearing to March 21, 1985 for further study.

ED SPOMER, "DUTLER DAY CLUSTER", request for a Change in Zoning Classification from R-CE and A-1 to R-CE-C on property which is located Southeast Corner Park Ridge, Gotha Road and Windermere Road, extending West of McKennon Road.

All 1-23-27
SD 6-23-28
W 7-23-28
E3/4 12-23-27 Tract Size: 509 acres District #3)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Zoning Department Evidence File) and recommended approval, subject to conditions as recommended by the DRC which were highlighted for the Board.

Bob Center of Dyer, Biddle, Mills & Prosser, Inc., 1505 E. Colonial Drive was present representing the project and in agreement with the staff recommendation and conditions.

Jim Merchant, of Wauseon Drive, representing the Wauseon Home Owners Association, was present in opposition to the request due to traffic concerns. Mr. Merchant said that he had actually done a traffic count between the hours of 6:00 AM and 7:00 AM at the three-way stop at McGuire and Park Ridge Roads. In that hour, 125 vehicles went through the intersection. He added that this was not peak traffic time, as it becomes heavier between 7:15 AM and 8:15 AM due to the school traffic. Mr. Merchant also stated that the elementary school in the area is already over capacity and a further hardship would be created on the current residents should the rezoning be approved.

A motion was made by Don Phillips, seconded by Linwood Billings and unanimously carried to approve the request, subject to the following staff conditions:

1. Perimeter lots abutting R-CE zoning shall be either one acre in size or 130 feet in lot width with 50 foot setback at perimeter line. Perimeter lots abutting unplatted R-CE Districts may be 110 feet at perimeter line with the provision of a minimum .35 foot landscaped buffer.
2. Minimum lot width at normal high water elevation shall be 110 feet. Lots 12, 20, 23, 24, 25, 30, 31, 42, 75 and 76, as submitted, are in non-conformance. This Board policy was adopted to resolve the high percentage of vegetation that could

MEETING OF FEBRUARY 21, 1985

MEETING OF FEBRUARY 21, 1985

11. 13.

potentially be removed as a result of the cumulative effect of small lots on the lakeshore.

3. All lots shall be platted outside all Conservation Areas.
4. A reverse swale system shall be constructed on all lakefront lots, as determined by Engineering and Pollution Control.
5. Setbacks shall be:
 - a. 35 feet from right-of-way of "E Drive", due to the nature of it being the principal north/south collector for the development.
 - b. All other lots as stipulated in the RCE-C District:

Front:	30 Feet
Rear:	15 Feet
Side:	10 Feet
Side Street:	15 Feet
6. Additional rights-of-way for major streets shall be dedicated to Orange County as per Article XXI.
7. Maximum building height for all structures shall be 35 feet.
8. Development shall be in accordance with the Cluster Plan dated February 8, 1985, the Zoning Resolution, Subdivision Regulations, and the Shoreline Protection Ordinance.

and further, made a finding of consistency with the Growth Management Policy.

13. COLUMBIA MANAGEMENT CORP., request for a Change in Zoning Classification from R-1A and C-1 to C-1 on property which is located Northwest Corner Lee Road (St. Rd. 438) and Adanson Street (Winter Park).
(NEK 3-22-29 Tract Size: 2.5 acres District #2)

Ed Williams, Planning Director, advised the Board that the traffic situation had not yet been resolved, and recommended the hearing be continued.

A motion was made by Joe Boogaart, seconded by Chris Bauer and unanimously carried to continue the hearing to April 18, 1985 for further study.

14. THOMAS B. DRACE, JR., request for a Change in Zoning Classification from R-1A to C-1 on property which is located East side Fairview Avenue, 125 feet North of Fairbanks Avenue.
(SEK of SEK 3-22-29 Tract Size: 50 X 142 District #2)

Sharon Smith, Zoning Director, advised the Board that the applicant had withdrawn the request by letter dated January 21, 1985.

No action was taken by the Planning and Zoning Commission.

18. JAMES H. WILLIAMS, request for a Change in Zoning Classification from R-1A to C-2 on property which is located North side 35th Street, 150 feet East of South Orange Blossom Trail.
(NEK of NEK 10-23-29 Tract Size: 50 X 135 District #1)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Zoning Department Evidence File). The Future Land Use designation for the area is commercial... Commercial uses are located to the west and south of the subject property. Both have orientation to Orange Blossom Trail. The subject property does not meet the minimum lot width and lot size for the C-2 District. Staff is concerned over the impacts that would result from the overcrowding of the property.

MEETING OF FEBRUARY 21, 1985

Exhibit "A"
Part 2: BCC Approval

February 25, 1985

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Zoning

P&Z Rec.
2/21/85

Hearing #7
Butler Bay
Cluster

Commissioner Carter requested clarification of Planning & Zoning Commission Continued Hearing #7 - Ed Spomer, "Butler Bay Cluster", which was approved with restrictions.

Zoning Director Sharon Smith and Planning & Development Director Tracy Watson discussed the restrictions which were imposed for an acceptable plan in accordance with all County rules and regulations.

No further action was taken.

Meeting
Adjourned

There being no further business, the Chairman adjourned the meeting.

ATTEST:

Thomas E. Locker
Clerk

Hal Garston
Chairman

Mary Jo Garrison
Deputy Clerk

February 25, 1985

Page 154

into compliance with revised State Law and to remove inconsistencies and clarify portions of the existing ordinance.

Mr. Ray West, member of the H.A.R.V. Board, was present to answer questions from the Commissioners.

Upon a motion by Commissioner Carter, seconded by Commissioner Harrell and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board adopted an Ordinance to amend Article IV, as described above.

(Ordinance on file in the office of the Clerk to Board of County Commissioners)

Public
Hearing

Preliminary
Subdivision
Plan

Butler Bay

Notice was given that the Board of County Commissioners would hold a public hearing to consider the Preliminary Subdivision Plan for Butler Bay on the following described property:

That part of the Replat of Metcalf Park, as recorded in Plat Book Q, Page 18, of the Public Records of Orange County, Florida; described as follows:

Begin on the Northern right of way line of Park Ave. and the Southeast corner of the Home owners Park of Butler Bay Unit One, as recorded in Plat Book 11, Pages 32 through 34 of the Public Records of Orange County, Florida; thence leaving the Northernly right of line of Park Ave. run along the boundary line of said Butler Bay Unit One N. 30°41'40"W. 295.29 feet; thence continue along said boundary line run N. 87°54'26"W. 305.39 feet; thence leaving said boundary of Butler Bay Unit One run N. 02°51'17"E. 655.61 feet; thence N. 90°11'12"E. 1300.88 feet to the Southernly right of way line of Windermere Road; thence through the following courses and distances run along the Southernly right of way line of said Windermere Road; thence S. 29°38'94"E. 44.92 feet; thence S. 87°42'31"E. a distance of 519.48 feet to the point of curvature of a curve concave Southernly and having a radius of 673.31 feet with a central angle of 07°55'11"; thence Easterly along the arc of said curve 93.27 feet to the point of a reverse curve concave Northernly and having a radius of 849.85 feet with a central angle of 07°54'00"; thence Easterly along the arc of said curve 117.20 feet to the point of tangency; thence S. 87°40'26"E. a distance of 2669.10 feet to a point on the Westernly right of way of the Seaboard Coast Line Railroad; thence leaving the South right of way of Windermere Road, run S. 10°27'52"W. along said Westernly right of way 518.45 feet to the point of curvature of a curve concave Southeasterly and having a radius of 1,490.98 feet; thence Southwestterly 85.07 feet along the arc of said curve through a central angle of 03°16'09" to a point on said curve and also being the Northeast corner of an Orange County School Property as recorded in Official Record Book 1709, Pages 287 and 288 of the Public Records of Orange County, Florida; thence leaving said Seaboard Coast Line Railroad run along said school property boundary line through the following courses and distances; thence N. 87°11'23"W. 570.55 feet (570.00 feet per deed); thence S. 34°48'40"W. 400.80 feet; thence S. 13°40'17"E. 810.35 feet to the Southwest corner of said school property and said point being on the Northernly right of way of Park Ave.; thence through the following courses and distances run along said Northernly right of way line; thence S. 50°35'17"W. 270.85 feet to the point of curvature of a curve concave Northernly and having a radius of 257.52 feet; thence Westerly 187.61 feet along the arc of said curve through a central angle of 41°44'33" to point of tangency; thence N. 77°23'10"W. 207.60 feet to the point of curvature of a curve concave Southernly and having a radius of 851.51 feet; thence Westerly 641.57 feet along the arc of said curve through a central angle 43°04'30" to the point of tangency; thence S. 59°15'20"W. 526.44 feet to the point of beginning.

Containing 103.556 acres.

Subject to Easements and Restrictions of Record.

(NOTE: Legal reflects peaceful occupation for Westernly property line).

TOGETHER WITH

Commencing at the Northeast corner of the Northwest 1/4 of Section 7, Township 23 South, Range 28 East, Orange County, Florida, run thence S. 82° 52' 23" W. along the East line of said Northwest 1/4 207.50 feet to the Northerly right of way line of Park Avenue; thence run S. 59° 18' 20" W. 155.22 feet along said Northerly right of way line for the Point of Beginning at the point of curvature of a curve concave Northerly having a radius of 1653.37 feet and a central angle of 0° 19' 00"; thence run Southwesterly along the arc of said curve 273.73 feet to the point of tangency; thence run S. 28° 37' 20" W. along said right of way line 2905.07 feet; thence S. 21° 38' 40" E. 10.00 feet; thence S. 68° 09' 20" W. along said right of way line 255.00 feet to the centerline of an existing canal; thence leaving aforesaid Northerly right of way line, run N. 15° 58' 40" W. along said canal centerline 1055 feet more or less to the water edge of Lake Crescent; thence run Easterly along said waters edge 1000 feet more or less to the West line of aforesaid Section 7; thence run N. 02° 52' 28" E. along said West line 540 feet more or less to the Northwest corner of the South 1/2 of the North 1/2 of the Northwest 1/4 of said Section 7; thence run S. 37° 54' 25" E. along the North line of said South 1/2 of the North 1/2 of the Northwest 1/4 a distance of 1970.80 feet to the Southwest corner of the East 1/2 of the North 1/2 of the Northwest 1/4 of said Section 7; thence continue S. 37° 54' 25" E. 312.20 feet to a point 395.80 feet N. 36° 41' 40" W. from the Point of Beginning; thence run S. 30° 41' 40" E. 285.90 feet to the Point of Beginning.

Containing therein 59.0 acres more or less.

TOGETHER WITH

For a Point of Beginning begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida, said point being the Southwest corner of Butler Bay Unit Two as recorded in Plat Book 14, Pages 59 and 60 of the Public Records of Orange County, Florida; and said point also being a point on the Southerly right of way line of Park Avenue and the point of curvature of a curve concave Northerly and having a 600.00 foot radius; thence through the following courses and distances along said Southerly boundary of Butler Bay Unit Two; run Northeasterly 372.31 feet along the arc of said curve through a central angle of 33° 05' 02" to the point of tangency; thence S. 67° 00' 00" E. 139.52 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Northeasterly 226.57 feet along the arc of said curve through a central angle of 25° 17' 07" to the point of tangency; thence S. 37° 42' 53" E. 651.69 feet to the point of curvature of a curve concave Northeasterly and having a 7651.25 foot radius; thence Easterly 159.28 feet along the arc of said curve through a central angle of 01° 29' 51" to the point of tangency; thence S. 29° 12' 45" E. 213.51 feet to a point on the Northerly right of way line of Metcalf Road as recorded in Official Record Book 1028, Page 150 of the Public Records of Orange County, Florida; thence leaving said Southerly boundary line run S. 68° 00' 20" W. 1659.42 feet along said right of way of Metcalf Road; thence S. 27° 59' 40" W. 60.00 feet; thence N. 58° 00' 20" E. 248.47 feet; thence leaving said Metcalf Road right of way line run S. 57° 04' 00" W. 220.62 feet; thence S. 64° 02' 00" W. 167.63 feet to the Southeast corner of a 50.00 foot wide road right of way as recorded in Official Record Book 1573, Page 427 of the Public Records of Orange County, Florida; thence along the boundary of said road right of way run N. 20° 55' 00" W. 30.00 feet; thence S. 69° 02' 00" W. 430.05 feet; thence S. 20° 58' 00" E. 30.00 feet; to the Southwest corner of said right of way; thence leaving said right of way run S. 69° 02' 00" W. 435.18 feet to the waters edge of Lake Butler; thence through the following courses and distances along the waters edge; run S. 31° 02' 40" W. 61.31 feet; thence S. 53° 43' 51" W. 164.27 feet; thence S. 62° 45' 21" W. 110.33 feet; thence N. 51° 31' 21" W. 158.23 feet; thence S. 72° 04' 49" W. 110.17 feet; thence S. 55° 26' 20" W. 126.77 feet; thence S. 19° 15' 45" W. 92.96 feet; thence S. 17° 11' 20" E. 55.53 feet; thence S. 26° 44' 19" E. 56.42 feet; thence S. 68° 17' 08" E. 122.29 feet; thence S. 51° 53' 10" E. 126.45 feet; thence S. 45° 46' 56" E. 123.97 feet; thence S. 23° 33' 27" E. 124.05 feet; thence S. 02° 35' 17" E. 123.06 feet; thence S. 51° 17' 01" W. 163.50 feet; thence S. 08° 36' 27" W. 107.42 feet; thence S. 15° 11' 16" W. 163.11 feet; thence S. 20° 00' 15" W. 113.72 feet; thence S. 15° 17' 30" W. 123.59 feet; thence S. 09° 57' 20" W. 96.60 feet; thence S. 66° 12' 46" E. 64.55 feet; thence N. 25° 48' 27" E. 60.89 feet; thence N. 68° 27' 49" E. 66.45 feet; thence leaving said waters edge run S. 56° 27' 24" W. 107.50 feet to the Northerly right of way line of West Lake Butler Road; thence along said Northerly right of way line run N. 23° 47' 16" W. 76.50 feet to the point of curvature of a curve concave Southeasterly and having a 470.85 feet

radius; thence Westerly 180.21 feet along the arc of said curve through a central angle of $21^{\circ}55'40''$ to the point of tangency; thence $S.74^{\circ}11'04''W.$ 198.23 feet to the point of curvature of a curve concave Northwesterly and having a 410.16 foot radius; thence Southwesterly 17.78 feet along the arc of said curve through a central angle of $62^{\circ}28'40''$ to a point on the West line of the East 1/2 of the Southwest 1/4 of said Section 12; thence leaving said Northerly right of way from a tangent bearing of $S.76^{\circ}45'58''W.$ run $N.01^{\circ}48'18''E.$ 2636.82 feet along said West line of the East 1/2 of the Southwest 1/4 of said Section 12 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 12 and being a point on the Southerly right of way line of Lake Butler Blvd. and also being the Southwest corner of Lake Buynak Estates as recorded in Plat Book J, Page 115 of the Public Records of Orange County, Florida; thence $S.89^{\circ}54'56''E.$ 1925.26 feet along the Southerly boundary of Lake Buynak to the Point of Beginning.

Containing therein 89.6027 acres; subject to easements and restrictions of record.

TOGETHER WITH

Butler Bay Unit Two, Plat Book 13, Pages 59-60.

For a Point of Beginning, begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 17 East, Orange County, Florida; thence $N.01^{\circ}39'57''E.$ 1291.88 feet along the West line of said Northeast 1/4 also being the East boundary line of Lake Buynak Estates as recorded in Plat Book J, Page 115 of the Public Records of Orange County, Florida; to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 12; thence $N.28^{\circ}58'29''E.$ 468.57 feet; thence $N.32^{\circ}43'20''E.$ 474.20 feet to the waters edge of Lake Crescent; thence run along the waters edge through the following courses; thence $S.44^{\circ}24'53''E.$ 69.12 feet; thence $S.29^{\circ}25'36''E.$ 120.56 feet; thence $S.64^{\circ}00'10''E.$ 159.71 feet; thence $S.23^{\circ}50'01''E.$ 161.45 feet; thence $N.63^{\circ}24'34''E.$ 116.23 feet; thence $S.59^{\circ}06'31''E.$ 273.20 feet; thence $S.63^{\circ}15'36''E.$ 265.58 feet; thence $S.52^{\circ}50'14''E.$ 185.01 feet; thence $S.69^{\circ}45'37''E.$ 246.89 feet; thence $S.45^{\circ}41'50''E.$ 62.02 feet to a point on the center line of an existing canal also being the Northwesterly line of Lot 102 of Butler Bay Unit One as recorded in Plat Book 11, Pages 92, 93 and 94 of the Public Records of Orange County, Florida; thence $S.15^{\circ}55'40''E.$ 1010.84 feet along the Westerly line of said Butler Bay Unit One to a point on the Northerly right of way line of Park Avenue; thence $S.68^{\circ}00'20''W.$ 167.58 feet along said right of way line; thence $N.69^{\circ}12'45''W.$ 239.34 feet to the point of curvature of a curve concave Northwesterly and having a 7851.23 foot radius; thence Westerly 139.99 feet along the arc of said curve through a central angle of $01^{\circ}29'51''$ to the point of tangency; thence $N.67^{\circ}42'53''W.$ 858.69 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Southwesterly 326.57 feet along the arc of said curve through a central angle of $25^{\circ}17'07''$ to the point of tangency; thence $S.67^{\circ}00'00''W.$ 188.82 feet to the point of curvature of a curve concave Northwesterly and having a 800.00 foot radius; thence Southwesterly 322.31 feet along the arc of said curve through a central angle of $23^{\circ}05'02''$ to the Point of Beginning.

Containing therein 63.2832 acres. Subject to easements and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1 and 12, Township 23 South, Range 17 East, Orange County, Florida, described as follows:

For a Point of Beginning begin at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 12, and said point being the Northeast corner of Lake Buynak Estates as recorded in Plat Book J, Page 115 of the Public Records of Orange County, Florida; thence $N.85^{\circ}11'43''W.$ 1324.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing $N.43^{\circ}26'06''E.$ thence through the following courses and distances along said Easterly right of way run Northeasterly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'25''$ to the point of tangency; thence $N.01^{\circ}40'40''E.$ 1228.06 feet to a point on the North line of said Section 12; thence $N.02^{\circ}18'14''E.$ 1200.00 feet; thence leaving said right of way line run $S.87^{\circ}40'46''E.$ 349.06 feet to a point of curvature of a curve concave Southeasterly and having a 411.67 foot radius; thence from a tangent bearing of $N.18^{\circ}30'00''E.$ run Northeasterly 951.94 feet along the arc of said curve through a central angle of $133^{\circ}51'52''$ to the point of tangency; thence $S.27^{\circ}27'08''E.$ 123.82 feet to the point of curvature of a curve concave Northeasterly

and having a 230.00 foot radius; thence Easterly 361.28 feet along the arc of said curve through a central angle of $90^{\circ}00'00''$ to the point of a compound curve concave Northwesterly and having a 478.00 foot radius; thence Northwesterly 200.00 feet along the arc of said curve through a central angle of $24^{\circ}22'52''$ to a point; thence from a tangent bearing of N. $38^{\circ}00'00''$ E run S. $52^{\circ}00'00''$ E. 400.00 feet to the waters edge of Lake Crescent also being at a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances run thence S. $25^{\circ}43'44''$ W. 146.00 feet; thence S. $70^{\circ}24'18''$ W. 61.02 feet; thence N. $87^{\circ}43'55''$ W. 72.88 feet; thence S. $34^{\circ}08'48''$ W. 124.52 feet; thence S. $25^{\circ}29'52''$ E. 99.65 feet; thence S. $75^{\circ}34'55''$ E. 148.75 feet; thence S. $11^{\circ}33'52''$ E. 291.96 feet; thence S. $64^{\circ}10'29''$ W. 197.21 feet; thence S. $23^{\circ}03'37''$ W. 89.96 feet; thence S. $31^{\circ}31'13''$ W. 235.66 feet; thence S. $55^{\circ}54'41''$ W. 178.83 feet; thence S. $25^{\circ}39'25''$ W. 127.58 feet; thence S. $12^{\circ}40'49''$ E. 131.74 feet; thence S. $70^{\circ}43'14''$ E. 98.57 feet; thence S. $31^{\circ}11'24''$ E. 97.93 feet; thence leaving said waters edge and 102.8 contour elevation run S. $32^{\circ}43'20''$ W. 18.00 feet to the Northwest corner of Lot 123 of Butler Bay Unit Two as recorded in Plat Book 13, Pages 58 and 60 of the Public Records of Orange County, Florida; thence continue S. $32^{\circ}43'20''$ W. 474.20 feet along the Northwesterly boundary line of said Butler Bay Unit Two; thence continue along said Butler Bay Unit Two boundary, S. $25^{\circ}50'29''$ W. 488.57 feet to the Point of Beginning.

Containing therein 96.659 acres. Subject to easement and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 12, and said point being on the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence N. $89^{\circ}11'43''$ W. 1324.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing of N. $45^{\circ}28'06''$ E. thence through the following courses and distances along said Easterly right of way, run Northwesterly 58.07 feet along the arc of said curve through a central angle of $41^{\circ}45'26''$ to the point of tangency; thence N. $01^{\circ}40'40''$ E. 1236.06 feet to a point on the North line of said Section 12; thence N. $02^{\circ}19'14''$ E. 1200.00 feet for a Point of Beginning; thence continue along said right of way line run N. $02^{\circ}19'14''$ E. 883.76 feet to the point of curvature of a curve concave Southeasterly and having a 367.95 foot radius; thence Northwesterly 364.02 feet along the arc of said curve through a central angle of $41^{\circ}06'29''$ to the point of tangency; thence N. $42^{\circ}25'43''$ E. 207.55 feet to the point of curvature of a curve concave Southeasterly and having a 315.57 foot radius; thence Northwesterly 266.59 feet along the arc of said curve through a central angle of $49^{\circ}56'46''$ to the point of tangency; thence S. $58^{\circ}37'31''$ E. 1635.50 feet to the point of curvature of a curve concave Northwesterly and having a 1187.00 foot radius; thence Northwesterly 341.29 feet along the arc of said curve through a central angle of $16^{\circ}28'56''$ to point on said curve; thence leaving said right of way line from a tangent bearing of N. $74^{\circ}54'05''$ E. run S. $01^{\circ}45'56''$ W. 7.61 feet to the North line of the Southeast 1/4 of Section 1, Township 23 South, Range 27 East, Orange County, Florida; thence S. $82^{\circ}12'22''$ E. 898.22 feet along said North line of the Southeast 1/4 to the waters edge of Lake Crescent also being at a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances; run thence S. $15^{\circ}51'19''$ W. 36.86 feet; thence run S. $00^{\circ}41'46''$ W. 170.13 feet; thence S. $33^{\circ}44'53''$ W. 177.61 feet; thence S. $38^{\circ}45'40''$ W. 170.04 feet; thence S. $14^{\circ}25'05''$ W. 125.17 feet; thence S. $22^{\circ}30'13''$ W. 93.71 feet; thence S. $28^{\circ}50'41''$ W. 131.85 feet; thence S. $18^{\circ}21'54''$ W. 148.87 feet; thence S. $02^{\circ}44'18''$ W. 143.88 feet; thence S. $13^{\circ}25'44''$ W. 154.96 feet; thence S. $52^{\circ}35'14''$ W. 153.92 feet; thence S. $50^{\circ}10'14''$ W. 176.73 feet; thence S. $36^{\circ}15'51''$ W. 106.47 feet; thence S. $29^{\circ}49'44''$ W. 92.07 feet; thence leaving said waters edge and 102.8 contour elevation run N. $52^{\circ}00'00''$ W. 400.00 feet to a point on a curve concave Northwesterly and having a 478.00 foot radius thence from a tangent bearing of N. $38^{\circ}00'00''$ E. run Southwesterly 200.00 feet along the arc of said curve through a central angle of $24^{\circ}22'52''$ to the point of a compound curve concave Northwesterly and having a radius of 230.00 feet; thence Northwesterly 361.28 feet along the arc of said curve through a central

angle of 90°00'00" to the point of tangency; thence N. 57°57'05"W. 129.82 feet to the point of curvature of a curve concave Southerly and having a radius of 411.67 feet; thence Southwesterly 961.94 feet along the arc of said curve through a central angle of 133°52'52" to the point of tangency; thence from a tangent bearing of N. 12°30'00"E. run N. 27°40'55" W. 346.00 feet to the Point of Beginning.

Containing therein 76.5969 acres;

Subject to easements and restrictions of record.

Note: The following section was prepared by others.

That part of the South 1/2 of Government Lot 7 lying North of McKinnon Road right of way (Less the East 753 feet thereof), Section 1, Township 23 South, Range 27 East, lying with the West 1/4 of the Northeast 1/4 of said Section 1

TOGETHER WITH

The Southeast 1/4 of the Northwest 1/4 of Section 1, Township 23 South, Range 27 East (Less McKinnon Road right of way over the Southerly portion thereof)

TOGETHER WITH

All that land lying Northwest of McKinnon Road in the East 1/2 of the Southwest 1/4 of Section 1, Township 23 South, Range 27 East.

Location: Between Lakes Robert, Crescent, Bynak and Butler
District #3

A public hearing was held and Planning & Development Director Tracy Watson reviewed additional recommendations submitted by the Development Review Committee under date of November 14, 1985, for this project. Mr. Watson reviewed the conditions of approval for Butler Bay.

Attorney Tom Ross, representing the developer, stated that the conditions of approval were acceptable. He discussed the requirements for maintenance of the reverse swales on the lakefront lots.

A short discussion followed regarding minimum one acre lots on south section of the project.

Attorney Tom Ross stated that the developer agreed to a minimum of one acre lots south of Lake Butler Boulevard.

The following people addressed the Board concerning the Butler Bay project:

1. Dave Riley, representing Lake Crescent Homeowners Association.
2. Attorney Lee Chotas, representing Mr. and Mrs. Hill.
3. Tracy Dent
4. J. B. Rogers, 3725 Lake Bynak Drive

Developer Emory Conway was present and answered questions concerning Lake Crescent.

The Board and staff discussed approval of the north portion and have the applicant withdraw the south portion (Lake Butler Cove), as that plan requires redesign, or add additional stipulations to provide for roadways and drainage.

Upon a motion by Commissioner Murston, seconded by Commissioner Carter and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board approved the Preliminary Subdivision Plan for Butler Bay.

Subject to the following amended conditions:

1. Development in accordance with the Cluster approval conditions by the P&Z Commission on February 21, 1985, the Preliminary Subdivision Plan dated Received 8/8/85, the Subdivision Regulations, and the Zoning Resolution, unless herein waived. Preliminary Subdivision Plan approval automatically

expires on November 18, 1986, in accordance with Subdivision Regulations as amended.

2. Existing wetland vegetation along the shoreline of Lakes Butler, Crescent and Roberts shall be left in its natural state, except for the lake access as allowed by the Orange County Lakeshore Protection Ordinance. The boundary of shoreline wetland vegetation shall be flagged and surveyed and must be shown as a Conservation Easement on the construction plan and plat submitted with development rights dedicated to Orange County. Upon completion of flagging of this area, and prior to construction plan submittal, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that a field verification can be performed. This restriction on vegetation clearing within the easement area shall be recorded in each deeded lot and a copy of such deed provided to the Orange County Planning Department at the time of plat approval. There shall be no fill below the 101' contour on Lake Butler.
3. The two lowland areas east of Lots 116 - 122 (Phase IV) shall be incorporated into the design of the project and must comply with the Mitigation Plan (dated received April 19, 1985), and the recommendations of the Conservation Area Analysis Report by Lotspich and Associates (dated 2/7/85). After completion of the mitigation program, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that field verification can be performed.
4. Development Plan for the Clubhouse and Tract F shall be processed through the Commercial Site Plan process.
5. The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities.
6. The applicant shall provide sidewalks in compliance with the Subdivision Regulations.
7. Lots 123 - 140 of Butler Bay, Unit Two, shall be vacated prior to plat approval.
8. Any building area containing muck shall be dewatered and replaced with suitable fill material prior to construction.
9. All lakefront lots, at time of platting, shall have a minimum lot width of 110' at the normal high water elevation.
10. A soil log will be required on each lot prior to issuance of septic tank permit.
11. The developer shall submit a Storm Water Management Plan in accordance with State Regulations for discharge into outstanding Florida waters.
12. Development rights to the Conservation Areas and golfcourse, except for the clubhouse and maintenance facility, shall be dedicated to Orange County.
13. The Lake Butler Cove Plan, to be submitted at a later date, shall have minimum one (1) acre size lots.
14. The drainage system shall not be designed to discharge stormwater into Lake Crescent which will result in a degradation of Lake Crescent water quality. Prior to construction of drainage system, background water quality shall be determined for Lake Crescent and used as a standard for determining water quality. The Developer shall provide to each property owner a copy of the recorded restrictions in order to prevent degradation of the water quality.

Public Works
Hovcraft,
Inc.
Test of
Soils
Lake Mason/
Taft
Retention
Pond

Upon a motion by Commissioner Barrell, seconded by Commissioner Marston and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board granted a temporary permit for a period of ninety (90) days for testing of boats by Hovcraft, Inc., at the Taft Retention Pond (Lake Mason) off Boggy Creek Road.

LETTER OF TRANSMITTAL

To: Lisette Egipciaco
Development Coordinator
Orange County Planning Division
201 S. Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Date: August 19, 2015
Re: Original Documents for
Windermere Country Club
Project No.: 15-101

The documents below are being sent via: Courier

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input checked="" type="checkbox"/> Other-Original documents |

Quantities	Dated	Description
1	8/18/15	Original-Agent Authorization Form
1	8/18/15	P&Z Application for rezoning-pages 3 & 4 w/original signatures
1	8/18/15	Orange County Specific Project Expenditure Report w/original signature and notarization
1	8/18/15	Relationship Disclosure Form -w/original signature and notarization

These are transmitted as checked below:

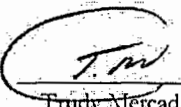
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| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input checked="" type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks:

Please find attached the original documents for the initial rezoning application submitted on 8/18/15. Please contact us if you have any questions or require further information at this time.

Copies to: FILE

SIGNED


Trudy Mercado

POULOS & BENNETT

4625 Halder Lane, Suite B | Orlando, Florida 32814 | Tel: 407.487.2594 | Fax: 407.487.2594 | www.poulosandbennett.com

LETTER OF TRANSMITTAL

To: Lisette Egipciaco
Development Coordinator
Orange County Planning Division
201 S. Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Date: August 19, 2015
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Windermere Country Club
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Quantities	Dated	Description
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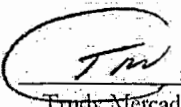
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| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input checked="" type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks:

Please find attached the original documents for the initial rezoning application submitted on 8/18/15. Please contact us if you have any questions or require further information at this time.

Copies to: FILE

SIGNED


Trudy Mercado

POULOS & BENNETT

AGENT AUTHORIZATION FORM



FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) Windermere Country Club, LLC., AS THE OWNER(S) OF THE
REAL PROPERTY DESCRIBED AS FOLLOWS, Tax ID# 01-23-27-1108-00-001 #01-23-27-1117-00-001, DO
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.,

TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED
AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Rezone from RCE-C to RCE-C, AND TO
APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS
APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: August 18/2011 [Signature]
Signature of Property Owner

Bryan De Cunha
Print Name Property Owner

Date: _____
Signature of Property Owner

Print Name Property Owner

STATE OF FLORIDA
COUNTY OF _____

I certify that the foregoing instrument was acknowledged before me this 18 day of Aug
2011 by BRYAN DE CUNHA. He/she is personally known to me or has produced
AT- ID# 01-23-27-1108-00-001 as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 18 day of
Aug, in the year 2011.

CHRISTOPHER C. BREEN
BARRISTER & SOLICITOR
(Notary Public)
3400 S. VIEW STREET
BURLINGTON, ONT. L7N 3G5
TEL 905-634-1828
FAX 905-634-9630

[Signature]
Signature of Notary Public
Notary Public for the State of Florida 01/2012

My Commission Expires: Feb 01/12

Legal Description(s) or Parcel Identification Number(s) are required:

PARCEL ID #: 01-23-27-1108-00-001 and 01-23-27-1117-00-001

LEGAL DESCRIPTION:

See Attached



**ORANGE COUNTY PLANNING AND ZONING COMMISSION (PZC)
APPLICATION FOR REZONING, PLANNED DEVELOPMENT (PD), LAND USE
PLAN AMENDMENT, AND DEVELOPMENT OF REGIONAL IMPACT (DRI).**

INSTRUCTIONS TO APPLICANT

SECTION 1: GENERAL INFORMATION

VERY IMPORTANT: The Applicant must complete Page 3 and Page 4 of this application and submit all supporting information as required below in person. Receipt of this application by the Planning Division does not constitute a complete application until it is determined to be complete by the Planning Division. All rezoning request shall be consistent with the Orange County Comprehensive Plan (OCCP). The Applicant will be notified if the application is not complete. This application cannot be accepted unless all pages of this application and required documentation are provided and the Planning Division completes Section 5. All required application documents shall be originals; no copies or facsimiles shall be accepted. (No staples)

REQUIRED DOCUMENTATION (*ADDITIONAL DOCUMENTS MAY BE REQUESTED*)

- Legal description of the subject property
- Property Appraiser's Map highlighting the subject property (Property Appraiser website; include owner info page)
- Boundary Survey or Site Plan
- Agent Authorization Form(s)
- Relationship Disclosure Form
- Specific Project Expenditure Report(s)
- Land Use Plan (for PD rezone) (On CD)
- Incorporation document(s) (if applicable)
- Warranty Deed(s) (if applicable)

PD APPLICATION

No application for a Planned Development (PD) zoning request will be processed until a pre-application conference has been scheduled. Contact the Development Review Committee at (407) 836-7900 or email either Lisette.Egipciaco@ocfl.net or Lourdes.O'Farrill@ocfl.net to schedule a pre-application. A Land Use Plan (LUP) or a Land Use Plan Amendment (LUPA) is required with all PD zoning applications. After submittal of the rezoning application, the applicant shall submit two (2) copies of the LUP to the Development Review Committee (DRC) office at the Public Works office.

AGENT AUTHORIZATION FORM

If the Applicant is not the Owner of record of the property, the Owner must complete and sign the attached **Agent Authorization Form** included with this application packet. If there is multiple property Owners, a separate **Agent Authorization Form** is required for each Owner.

RELATIONSHIP DISCLOSURE FORM (RDF)

For all development-related project applications, Relationship Disclosure Form shall be completed by the principal or the principal's authorized agent (when accompanied by an agent authorization form on file with the County) and shall be submitted to the department processing your application prior to the development-related item being considered for review and/or approval by Orange County. It is required for this application. All questions regarding this form can be answered by the Orange County Attorney's Office at (407) 836-7320.

SPECIFIC PROJECT EXPENDITURE REPORT (SPR)

The Specific Project Expenditure Report (SPR) is a report of all lobbying expenditures incurred by the principal and his/her agent and the principal's lobbyist, contractors, and consultants, if applicable, for certain projects or issues that will come before the BCC. It is required for this application. All questions regarding this form can be answered by the Orange County Attorney's Office at (407) 836-7320.

PUBLIC NOTIFICATION & SITE VISIT

The Applicant is required to place one or more posters on the property. The Planning Division will notify the Applicant when to pick up the poster(s). Failure to post the property according to the instructions may result in a postponement of your hearing.

Surrounding property Owners will be notified of the proposed request. It may benefit you to meet with surrounding property Owners prior to the public hearing date.

This application hereby authorizes Orange County Planning Division Staff to enter upon the property at any reasonable time for the purpose of a site visit in connection with the review of this application.

COMMUNITY MEETING

If a Community Meeting is required, the applicant shall be responsible for the payment of all fees associated with the meeting at the time of scheduling.

PUBLIC HEARING

All application deadline dates will be strictly enforced. A Public Hearing schedule is attached.

The Applicant or an authorized representative must be present at the PZC Public Hearing. If the applicant is not present, the PZC may continue or deny the request. If continued, there will be an additional fee.

The PZC may impose conditions, restrictions, or specific waivers on any rezoning request at the Public Hearing.

APPEALS

Appeals of the decision of the Planning and Zoning Commission may be made to the Board of County Commissioners within fifteen (15) calendar days from the date of that PZC decision. Appeals must be filed with the Planning Division; appeal forms can be obtained at the Growth Management Department reception area or [click here](#).

REFUNDS

If the applicant withdraws their application prior to the preparation of the newspaper advertisement, they may request a partial refund that will be equal to half of the application fee. If the applicant withdraws the application after the preparation of the newspaper advertisement, all fees are non-refundable. If the applicant requests a continuance, time and date not determined, for more than two (2) calendar months, the applicant will forfeit the original application fee and will be required to pay a fee equal to the current application fee prior to requesting the application to proceed. The availability, or lack thereof, of any concurrency related public facility shall have no impact on the foregoing refund policy. If the applicant delays or causes a delay or request that the application be continued and re-advertising is required, the applicant shall be responsible for the re-advertising fee of \$200.00.

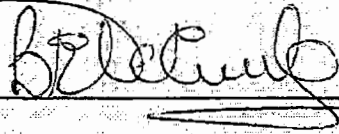
SECTION 2: FEES (effective January 1, 2013)

- Rezoning fee (except PD) = \$1,531.00
- PD rezoning fee = \$2,812.00 plus \$2.00 per acre (same for adding property to an existing PD)
- Appeal of PZC decision = \$483.00
- Re-advertising Fee = \$200.00
- DRI fee = \$15,253.00 plus \$2.00 per acre
- DRI and PD fee = \$15,040.00 plus \$2.00 per acre
- Pre-Application fee = \$141.00

SECTION 3: APPLICANT/OWNER CERTIFICATION

I, (Print name) Bryan De Cunha (Applicant/Owner signature), have read Section 1 and Section 2 on page 1 and 2 of this application and understands Orange County's submission requirements for this application.

Applicant's Signature



Date: AUGUST 18/2015

SECTION 4: To be completed by Applicant (please print unless otherwise stated)

Applicant's Name: Poulos & Bennett, LLC c/o Jamie Poulos, P.E.

Date: 8/11/15

Applicant's Address: _____

Project Name: Windermere Country Club

4625 Halder Lane, Suite B, Orlando, FL 32814
(Zip)

Owner's Name: Windermere Country Club, LLC, c/o Bryan De Cunha

Contact Phone Number (407) 487-2594

Owner's Address: _____

Fax Phone Number () _____

2710 Butler Bay Dr N, Windermere, FL 34786-6110
(Zip)

Applicant E-mail: jpoulos@poulosandbennett.com

Owner's Email: bdecunha@aol.com

Parcel ID # (required): 01-23-27-1108-00-001 and 01-23-27-1117-00-001

Request is hereby made for a change in Zoning Classification from R-CE-C to R-CE-C

and/or (other request) Increase density from .85 du/acre to 1.0 du/acre for a portion of the property.

Legal description of subject property: (2 boundary surveys containing a complete legal description must be attached)

Current Use: Golf Course

Pre-App Mtg (if applicable): _____

Previous Use: Golf Course

Property Size: 155 acres

Comprehensive Plan Amendment # (if applicable): n/a

Reason for request and proposed use (required): _____

Rezone consistent with future land use and cluster plan

Does the owner own any adjacent parcels? (YES ☐ NO ☒) If yes, please list the Parcel ID Numbers. _____

All parcels are included with this application

SECTION 5: (Section to be completed by the Planning Division)

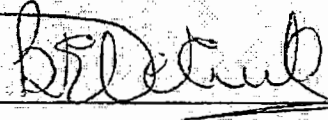
Orange County Comprehensive Plan - Future Land Use Map (OCCP FLUM) designation -- _____

- A. _____ The proposed request is consistent with the OCCP FLUM designation
3. _____ The proposed request is inconsistent with OCCP Future Land Use Policy FLU8.1.1. The Planning Division has advised the Applicant that the request is inconsistent with the OCCP FLUM designation.

Planning Division Reviewer

Date

Applicant has read and understands the instructions on this application (Sections 1-5). All information provided by the applicant/owner on this application is accurate and any false information or misrepresentation made on this application or others forms as required by this application may be grounds for revocation of any approval granted by the Planning and Zoning Commission (PZC) or the Board of County Commissioners (BCC).

Applicant's Signature 

Date: AUGUST 18/2015

►► Important ◀◀

* If the above section 3 and 5 is not completed and signed by the Planning Division Reviewer and the applicant, the application cannot be accepted or processed. Orange County may find the request inconsistent with the OCCP upon detailed review by Staff or by findings of the Planning & Zoning Commission or the Board of County Commissioners.

Case #: - 14 - - -



2014 Planning & Zoning Commission Public Hearing Schedule

Filing Deadline Date

December 5, 2013

January 2, 2014

February 6, 2014

March 6, 2014

April 3, 2014

May 1, 2014

June 5, 2014

July 3, 2014

August 7, 2014

September 4, 2014

October 2, 2014

November 6, 2014

December 4, 2014

Public Hearing Date

January 16, 2014

February 20, 2014

March 20, 2014

April 17, 2014

May 15, 2013

June 19, 2014

July 17, 2014

August 21, 2014

September 18, 2014

October 16, 2014

November 20, 2014

December 18, 2014

January 15, 2015

►► IMPORTANT APPLICANT INFORMATION ◀◀

The **Applicant** is required to place one or more **posters** on the property. Planning Division will notify the **Applicant** when to pick up the poster(s). Failure to post the property according to the instructions may result in a postponement of your hearing. **All posters shall be picked up two weeks prior to the public hearing date.**

This application hereby authorizes Orange County Planning Division Staff to enter upon the property at any reasonable time for the purpose of a site visit in connection with the review of this application.

The **Applicant** or an **authorized representative** must be present at the PZC Public Hearing. If the applicant is not present, the PZC may continue or deny the request.

The PZC may impose conditions, restrictions, or specific waivers on any rezoning request at the Public Hearing.

Appeals of the decision of the Planning and Zoning Commission may be made to the Board of County Commissioners within **fifteen (15) calendar days** from the date of that PZC decision. Appeals must be filed with the Planning Division; appeal forms can be obtained at the Growth Management Department reception area or online at: <http://www.orangecountyfl.net/cms/sitemap/forms.htm>.

You may contact the Planning Division for assistance with your application at the following numbers:

PZC Administrative Specialist **407-836-5632** or Planning Division **407-836-5600 (Main Line)**

When inquiring about your application, please reference this case number:

Case #: ____ - **14** - ____ - ____

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. _____

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals.
This form shall remain cumulative and shall be filed with the department processing your application.
Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

This is the initial Form: X

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
Windermere Country Club, LLC., c/o Bryan De Cunha, 2710 Butler Bay Dr N, Windermere, FL 34786

Name and Address of Principal's Authorized Agent, if applicable: _____

Poulos & Bennett, LLC., c/o Jamie Poulos, P.E., 4625 Halder Lane, Ste B, Orlando, FL 32814

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: Poulos & Bennett, LLC.
Are they registered Lobbyist? Yes ☒ or No ☐
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. _____

Part II Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s. 112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
			0.00
TOTAL EXPENDED THIS REPORT			\$ 0.00

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

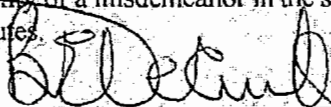
Case or Bid No. _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: AUG 18/2015



Signature of ☐ Principal or ☐ Principal's Authorized Agent

(check appropriate box)

PRINT NAME AND TITLE: Bryan De Cunha - Owner

STATE OF FLORIDA
COUNTY OF ORANGE

I certify that the foregoing instrument was acknowledged before me this 18 day of AUG, 2015 by BRYAN DE CUNHA. He/she is personally known to me or has produced ORANGE CLIC as identification and did/did not take an oath. 12151023990129

Witness my hand and official seal in the county and state stated above on the 18 day of AUG, in the year 2015.

(Notary Seal)



Signature of Notary Public

Notary Public for the State of Florida ORANGE

My Commission Expires: FEB 11/15

Staff signature and date of receipt of form
Staff reviews and does not attest to the accuracy of the information provided herein

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE
COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:

Name: Windermere Country Club, LLC. c/o Bryan De Cunha

Business Address (Street/P.O. Box, City and Zip Code): _____

2710 Butler Bay Dr. N, Windermere, FL 34786-6110

Business Phone (407) 547-7774

Facsimile () N/A

INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name: Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.

Business Address (Street/P.O. Box, City and Zip Code): _____

4625 Halder Lane, Suite B, Orlando, FL 32814

Business Phone (407) 487-2594

Facsimile () N/A

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES X NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

___ YES X NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY
MEMBER OF THE BCC? (When responding to this question please consider all
consultants, attorneys, contractors/subcontractors and any other persons who may have
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with
obtaining approval of this item.)**

___ YES X NO

If you responded "YES" to any of the above questions, please state with whom and
explain the relationship:

(Use additional sheets of paper if necessary)

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Bryan De Cunha
Signature of ☐ Owner, ☐ Contract Purchaser
or ☐ Authorized Agent

Date: AUG 12/2015Print Name and Title of Person completing this form: Bryan De Cunha

NOT
STATE OF FLORIDA
COUNTY OF NAVARO

I certify that the foregoing instrument was acknowledged before me this 11 day of AUG, 2015 by BRYAN DE CUNHA. He/she is personally known to me or has produced OR ID# 10111. LIC as identification and did/did not take an oath.
0212110234 90129

Witness my hand and official seal in the county and state stated above on the 11 day of AUG, in the year 2015.

(Notary Seal)

Signature of Notary Public [Signature]
Notary Public for the State of Florida
My Commission Expires: FOR LIFE

Staff signature and date of receipt of form
Staff reviews the form and its accuracy and certifies the accuracy of the information provided.

LETTER OF TRANSMITTAL

To: Lisette Egipciaco
Lourdes O'Farrill
Orange County Planning Division
201 S. Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Date: August 19, 2015
Re: LUPA
Windermere Country Club
Project No.: 15-101

The documents below are being sent via: Courier

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input checked="" type="checkbox"/> Other |

Quantities	Dated	Description
1		DRC Application
1		P&Z Application for rezoning w/ supporting documents and fee
1		LUP Plan Set, dated 8/17/2015

These are transmitted as checked below:

- | | | | |
|---------------------------------------|--|--|--|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input checked="" type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks:

Please find attached documents for Development Plan DRC review. Please contact us if you have any questions or require further information at this time.

Copies to: FILE

SIGNED


Trudy Mercado

POULOS & BENNETT

4625 Halder Lane, Suite B | Orlando, Florida 32814 | Tel: 407.487.2594 | Fax: 407.487.2594 | www.poulosandbennett.com



~ DRC APPLICATION ~

Lisette Egipciaco, Development Coordinator, Phone: (407) 836-5684 email: Lisette.egipciaco@ocfl.net
Lourdes O'Farrill, Development Coordinator, Phone: (407) 836-5686 email: Lourdes.o'farrill@ocfl.net
Community, Environmental and Development Services Department
Planning Division, 201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Project Type:

- | | |
|--|---|
| <input type="checkbox"/> Land Use Plan (LUP) | <input type="checkbox"/> Preliminary Review Item / Pre-App |
| <input checked="" type="checkbox"/> Land Use Plan Amendment (LUPA) | <input type="checkbox"/> Appeal / Discussion / Extension |
| <input type="checkbox"/> Preliminary Subdivision Plan (PSP) | <input type="checkbox"/> Change Determination |
| <input type="checkbox"/> Development Plan (DP) | <input type="checkbox"/> Development of Regional Impact (DRI) |
| <input type="checkbox"/> Special Exception | |

NOTE: ALL APPLICABLE INFORMATION MUST BE FILLED OUT IN ORDER TO BE DEEMED SUFFICIENT

PLEASE SPECIFY BELOW, IN DETAIL, YOUR REQUEST FOR CONSIDERATION BY THE DRC (OR ATTACH A LETTER)

Request to increase the density from .85 du/acre to 1.0 du/acre for a portion of the property. Rezone consistent with the future land use and cluster plan.

Project Information:

Project Name: Windermere Country Club

PD Name (as approved by the BCC): N/A

PSP Name (as approved by the BCC): N/A

Current Zoning: R-CE- Commission District #: 1

Location:

(North / South of): North of Lake Butler Blvd / South of Stoneybrook W Pkwy

(East / West of): East of McKinnon Rd / West of Lake Crescent

Parcel ID #(s): #01-23-27-1108-00-001 and #01-23-27-1117-00-001

Site Data:

Total Acreage: 155 ac. Proposed Use: Residential, Single Family Detached CEA # TBD CAD # TBD

Water Supply: Orange County Utilities Sewer System: Orange County Utilities School Population: TBD

Minimum Living Area: Minimum Lot Width: 100 Ft. Maximum Building Height: 35 Ft./2-Story

Proposed Square Footage: # Rooms/Units: 95 Lots

Building Setbacks: Front: 30 Ft., Side: 10 Ft., Rear: 25 Ft.

Applicant Information:	Developer Information:
Name: Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.	Name: Windermere Country Club, LLC. c/o Bryan De Cunha
Address: 4625 Halder Lane, Suite B, Orlando, FL 32814	Address: 2710 Butler Bay Dr N, Windermere, FL 34786-6110
Phone: (407) 487-2594	Phone: (407) 547-7774
Email Address: jpoulos@poulosandbennett.com	Email Address: bdecunha@aol.com

Review Fees

Land Use Plan & Land Use Plan Amendment: DRI: \$15,253.00+\$2.00 per acre DRI & PD: \$15,040.00+\$2.00 per acre
\$2,812.00+\$2 ea. Acre (same for adding property to an existing PD)

Preliminary Subdivision Plan:

1-10 Lots=\$1,879.00

11 or more Lots= \$2,085.00 +\$5 ea. Lot

Development Plan: \$1,378.00+\$2 ea. Acre

Submit the plans on CD, ensuring the entire plan set is in one pdf, facing upright.

Change Determinations:

PD / Land Use Plan ~ \$1,226.00

Preliminary Subdivision / Development Plans ~ \$369.00

Appeal / Extension/ Preliminary Review Item / Pre-Apps

~ \$141.00

All change determination requests to previously approved PD Land Use Plans and Preliminary Subdivision Plans **require** submittal of all previous BCC Conditions of Approval on the plan AND included with the application.

Application should include (original) one (1) Relationship Disclosure Form, one (1) Orange County Specific Project Expenditure Report and one (1) Agent Authorization Form to the DRC Office.



**ORANGE COUNTY PLANNING AND ZONING COMMISSION (PZC)
APPLICATION FOR REZONING, PLANNED DEVELOPMENT (PD), LAND USE
PLAN AMENDMENT, AND DEVELOPMENT OF REGIONAL IMPACT (DRI).**

INSTRUCTIONS TO APPLICANT

SECTION 1: GENERAL INFORMATION

VERY IMPORTANT: The Applicant must complete Page 3 and Page 4 of this application and submit all supporting information as required below in person. Receipt of this application by the Planning Division does not constitute a complete application until it is determined to be complete by the Planning Division. All rezoning request shall be consistent with the Orange County Comprehensive Plan (OCCP). The Applicant will be notified if the application is not complete. This application cannot be accepted unless all pages of this application and required documentation are provided and the Planning Division completes Section 5. All required application documents shall be originals; no copies or facsimiles shall be accepted. (No staples)

REQUIRED DOCUMENTATION (*ADDITIONAL DOCUMENTS MAY BE REQUESTED*)

- Legal description of the subject property
- Property Appraiser's Map highlighting the subject property (Property Appraiser website, include owner info page)
- Boundary Survey or Site Plan
- Agent Authorization Form(s)
- Relationship Disclosure Form
- Specific Project Expenditure Report(s)
- Land Use Plan (for PD rezone) (On CD)
- Incorporation document(s) (if applicable)
- Warranty Deed(s) (if applicable)

PD APPLICATION

No application for a Planned Development (PD) zoning request will be processed until a pre-application conference has been scheduled. Contact the Development Review Committee at (407) 836-7900 or email either Lisette.Egipciaco@ocfl.net or Lourdes.O'Farrill@ocfl.net to schedule a pre-application. A Land Use Plan (LUP) or a Land Use Plan Amendment (LUPA) is required with all PD zoning applications. After submittal of the rezoning application, the applicant shall submit two (2) copies of the LUP to the Development Review Committee (DRC) office at the Public Works office.

AGENT AUTHORIZATION FORM

If the Applicant is not the Owner of record of the property, the Owner must complete and sign the attached **Agent Authorization Form** included with this application packet. If there is multiple property Owners, a separate **Agent Authorization Form** is required for each Owner.

RELATIONSHIP DISCLOSURE FORM (RDF)

For all development-related project applications, Relationship Disclosure Form shall be completed by the principal or the principal's authorized agent (when accompanied by an agent authorization form on file with the County) and shall be submitted to the department processing your application prior to the development-related item being considered for review and/or approval by Orange County. It is required for this application. All questions regarding this form can be answered by the Orange County Attorney's Office at (407) 836-7320.

SPECIFIC PROJECT EXPENDITURE REPORT (SPR)

The Specific Project Expenditure Report (SPR) is a report of all lobbying expenditures incurred by the principal and his/her agent and the principal's lobbyist, contractors, and consultants, if applicable, for certain projects or issues that will come before the BCC. It is required for this application. All questions regarding this form can be answered by the Orange County Attorney's Office at (407) 836-7320.

PUBLIC NOTIFICATION & SITE VISIT

The Applicant is required to place one or more **posters** on the property. The Planning Division will notify the Applicant when to pick up the poster(s). Failure to post the property according to the instructions may result in a postponement of your hearing.

Surrounding property Owners will be notified of the proposed request. It may benefit you to meet with surrounding property Owners prior to the public hearing date.

This application hereby authorizes Orange County Planning Division Staff to enter upon the property at any reasonable time for the purpose of a site visit in connection with the review of this application.

COMMUNITY MEETING

If a Community Meeting is required, the applicant shall be responsible for the payment of all fees associated with the meeting at the time of scheduling.

PUBLIC HEARING

All application deadline dates will be strictly enforced. A Public Hearing schedule is attached.

The Applicant or an authorized representative must be present at the PZC Public Hearing. If the applicant is not present, the PZC may continue or deny the request. If continued, there will be an additional fee.

The PZC may impose conditions, restrictions, or specific waivers on any rezoning request at the Public Hearing.

APPEALS

Appeals of the decision of the Planning and Zoning Commission may be made to the Board of County Commissioners within fifteen (15) calendar days from the date of that PZC decision. Appeals must be filed with the Planning Division; appeal forms can be obtained at the Growth Management Department reception area or [click here](#).

REFUNDS

If the applicant withdraws their application prior to the preparation of the newspaper advertisement, they may request a partial refund that will be equal to half of the application fee. If the applicant withdraws the application after the preparation of the newspaper advertisement, all fees are non-refundable. If the applicant requests a continuance, time and date not determined, for more than two (2) calendar months, the applicant will forfeit the original application fee and will be required to pay a fee equal to the current application fee prior to requesting the application to proceed. The availability, or lack thereof, of any concurrency related public facility shall have no impact on the foregoing refund policy. If the applicant delays or causes a delay or request that the application be continued and re-advertising is required, the applicant shall be responsible for the re-advertising fee of \$200.00.

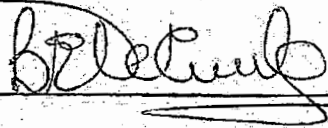
SECTION 2: FEES (effective January 1, 2013)

- Rezoning fee (except PD) = \$1,531.00
- PD rezoning fee = \$2,812.00 plus \$2.00 per acre (same for adding property to an existing PD)
- Appeal of PZC decision = \$483.00
- Re-advertising Fee = \$200.00
- DRI fee = \$15,253.00 plus \$2.00 per acre
- DRI and PD fee = \$15,040.00 plus \$2.00 per acre
- Pre-Application fee = \$141.00

SECTION 3: APPLICANT/OWNER CERTIFICATION

I, (Print name) Bryan De Cunha (Applicant/Owner signature), have read Section 1 and Section 2 on page 1 and 2 of this application and understands Orange County's submission requirements for this application.

Applicant's Signature



Date: AUGUST 18/2015

SECTION 4: To be completed by Applicant (please print unless otherwise stated)

Applicant's Name: Poulos & Bennett, LLC c/o Jamie Poulos, P.E.

Date: 8/11/15

Applicant's Address:

Project Name: Windermere Country Club

4625 Halder Lane, Suite B, Orlando, FL 32814
(Zip)

Owner's Name: Windermere Country Club, LLC, c/o Bryan De Cunha

Contact Phone Number (407) 487-2594

Owner's Address:

Fax Phone Number ()

2710 Butler Bay Dr N, Windermere, FL 34786-6110
(Zip)

Applicant E-mail: jpoulos@poulosandbennett.com

Owner's Email: bdecunha@aol.com

Parcel ID # (required): 01-23-27-1108-00-001 and 01-23-27-1117-00-001

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and/or (other request) Increase density from .85 du/acre to 1.0 du/acre for a portion of the property.

Legal description of subject property: (2 boundary surveys containing a complete legal description must be attached)

Current Use: Golf Course

Pre-App Mtg (if applicable):

Previous Use: Golf Course

Property Size: 155 acres

Comprehensive Plan Amendment # (if applicable): n/a

Reason for request and proposed use (required):

Rezone consistent with future land use and cluster plan

Does the owner own any adjacent parcels? (YES ☐ NO ☒) If yes, please list the Parcel ID Numbers.

All parcels are included with this application

SECTION 5: (Section to be completed by the Planning Division)

Orange County Comprehensive Plan - Future Land Use Map (OCCP FLUM) designation -- _____

A. _____ The proposed request is consistent with the OCCP FLUM designation.

B. _____ The proposed request is inconsistent with OCCP Future Land Use Policy FLU8.1.1. The Planning Division has advised the Applicant that the request is inconsistent with the OCCP FLUM designation.

Planning Division Reviewer

Date

Applicant has read and understands the instructions on this application (Sections 1-5). All information provided by the applicant/owner on this application is accurate and any false information or misrepresentation made on this application or others forms as required by this application may be grounds for revocation of any approval granted by the Planning and Zoning Commission (PZC) or the Board of County Commissioners (BCC).

Applicant's Signature _____

Date: AUGUST 18/2015

►► Important ◀◀

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Case #: - 14 -



2014 Planning & Zoning Commission Public Hearing Schedule

Filing Deadline Date

December 5, 2013

January 2, 2014

February 6, 2014

March 6, 2014

April 3, 2014

May 1, 2014

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September 18, 2014

October 16, 2014

November 20, 2014

December 18, 2014

January 15, 2015

►► IMPORTANT APPLICANT INFORMATION ◀◀

The Applicant is required to place one or more posters on the property. Planning Division will notify the Applicant when to pick up the poster(s). Failure to post the property according to the instructions may result in a postponement of your hearing. All posters shall be picked up two weeks prior to the public hearing date.

This application hereby authorizes Orange County Planning Division Staff to enter upon the property at any reasonable time for the purpose of a site visit in connection with the review of this application.

The Applicant or an authorized representative must be present at the PZC Public Hearing. If the applicant is not present, the PZC may continue or deny the request.

The PZC may impose conditions, restrictions, or specific waivers on any rezoning request at the Public Hearing.

Appeals of the decision of the Planning and Zoning Commission may be made to the Board of County Commissioners within fifteen (15) calendar days from the date of that PZC decision. Appeals must be filed with the Planning Division; appeal forms can be obtained at the Growth Management Department reception area or online at: <http://www.orangecountyfl.net/cms/sitemap/forms.htm>.

You may contact the Planning Division for assistance with your application at the following numbers:

PZC Administrative Specialist **407-836-5632** or Planning Division **407-836-5600 (Main Line)**

When inquiring about your application, please reference this case number:

Case #: - **14** - - -



AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) Windermere Country Club, LLC., AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, Tax ID# 01-23-27-1108-00-001 #01-23-27-1117-00-001, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Poulos & Bennett, LLC. c/o Jamie Poulos, P.E., TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Rezone from RCE-C to RCE-C, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: August 18/2011 [Signature]
Signature of Property Owner

Bryan De Cunha
Print Name Property Owner

Date: _____
Signature of Property Owner

Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this 18 day of Aug, 2011 by Bryan De Cunha. He/she is personally known to me or has produced OR ID# 00000000 as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 18 day of Aug, in the year 2011.

CHRISTOPHER C. BREEN
BARRISTER & SOLICITOR
(Notary Public)
BURLINGTON, ONT. L7N 3G5
TEL 905-634-1828
FAX 905-634-9630

[Signature]
Signature of Notary Public
Notary Public for the State of Florida ONTARIO
My Commission Expires: For OK

Legal Description(s) or Parcel Identification Number(s) are required:
PARCEL ID #: 01-23-27-1108-00-001 and 01-23-27-1117-00-001
LEGAL DESCRIPTION:
See Attached

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.

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

RELATIONSHIP DISCLOSURE FORM

**FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE
COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

For
staff
use
only

Part I

INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:

Name: Windermere Country Club, LLC. c/o Bryan De Cunha

Business Address (Street/P.O. Box, City and Zip Code): _____

2710 Butler Bay Dr. N, Windermere, FL 34786-6110

Business Phone (407) 547-7774

Facsimile () N/A

INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name: Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.

Business Address (Street/P.O. Box, City and Zip Code): _____

4625 Halder Lane, Suite B, Orlando, FL 32814

Business Phone (407) 487-2594

Facsimile () N/A

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES X NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

___ YES X NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY
MEMBER OF THE BCC? (When responding to this question please consider all
consultants, attorneys, contractors/subcontractors and any other persons who may have
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with
obtaining approval of this item.)**

___ YES X NO

If you responded "YES" to any of the above questions, please state with whom and
explain the relationship:

(Use additional sheets of paper if necessary)

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

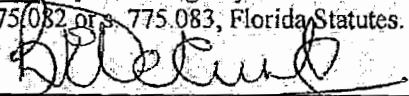
Project Name (as filed) _____

Case Number _____

Part III

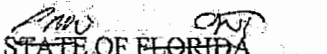
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.


Signature of ☐ Owner, ☐ Contract Purchaser
or ☐ Authorized Agent

Date: AUG 18/2015

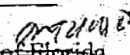
Print Name and Title of Person completing this form: Bryan De Cunha


STATE OF FLORIDA
COUNTY OF NORTH

I certify that the foregoing instrument was acknowledged before me this 18 day of AUG, 2015 by BRYAN DE CUNHA. He/she is personally known to me or has produced OR ID MV. LIC as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 18 day of AUG in the year 2015

(Notary Seal)

Signature of Notary Public 
Notary Public for the State of Florida
My Commission Expires: FEB 11/16

Staff signature and date of receipt of form
Staff review of this form and does not attest to the accuracy of the public information provided herein

form oc ce 2d (relationship disclosure form - development) 3-1-11

CHRISTOPHER C. BREEN
BARRISTER & SOLICITOR
3400 FAIRVIEW STREET
BURLINGTON, ONT. L7N 3G5
TEL 905-634-1828
FAX 905-634-9630

For Staff Use Only:

Initially submitted on _____
Updated On _____
Project Name (as filed) _____
Case or Bid No. _____

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals.
This form shall remain cumulative and shall be filed with the department processing your application.
Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the Initial Form: X
This is a Subsequent Form: _____

For
staff
use
only

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
Windermere Country Club, LLC., c/o Bryan De Cunha, 2710 Butler Bay Dr N, Windermere, FL 34786

Name and Address of Principal's Authorized Agent, if applicable: _____
Poulos & Bennett, LLC., c/o Jamie Poulos, P.E., 4625 Halder Lane, Ste B, Orlando, FL 32814

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: Poulos & Bennett, LLC.
Are they registered Lobbyist? Yes ☒ or No ☐
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. _____

Part II**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
			0.00
		TOTAL EXPENDED THIS REPORT	\$ 0.00

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

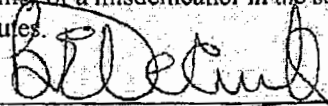
Case or Bid No. _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: AUG 18/2015



Signature of ☐ Principal or ☐ Principal's Authorized Agent
(check appropriate box)

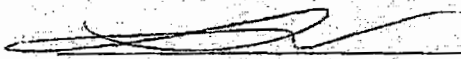
PRINT NAME AND TITLE: Bryan De Cunha - Owner

NOTARY
STATE OF FLORIDA
COUNTY OF NAVARO

I certify that the foregoing instrument was acknowledged before me this 18 day of AUG, 2015 by BRYAN DE CUNHA. He/she is personally known to me or has produced OR. ID. LIC. as identification and did/did not take an oath. 021211023490129

Witness my hand and official seal in the county and state stated above on the 18 day of AUG, in the year 2015.

(Notary Seal)

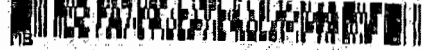

Signature of Notary Public
Notary Public for the State of Florida 021211023490129
My Commission Expires: Jan 11/15

Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Megan J. Ellis, Esquire
Foley & Lardner LLP
100 North Tampa Street, Suite 2700
Tampa, FL 33602

DOCH 20110230758 B: 10208 P: 0468
05/02/2011 03:56:07 PM Page 1 of 3
Rec Fee: \$27.00
Deed Doc Tax: \$17,150.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: STANTON & GASDICK PA



Tax Parcel Folio #: 01-23-27-1108-00001 & 01-23-27-1117-00001

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 29th day of April, 2011 between SPE GO HOLDINGS, INC., a Delaware corporation, whose address is 11575 Great Oaks Way, Suite 210, Alpharetta, Georgia 30022 (hereinafter called the "Grantor"), and WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, whose address is 2710 Butler Bay Drive North, Windermere, Florida 34786 (hereinafter called the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Orange, State of Florida, as more particularly described in the Exhibit "A" annexed hereto and by this reference made a part hereof.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO real estate taxes and assessments for 2011 and all subsequent years, and the covenants, conditions, easements and restrictions recorded in the public records of Orange County, Florida.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Witnesses:

SPE GO HOLDINGS, INC.,
a Delaware corporation

Name:

Print Name:

Name:

Print Name:

By:

Print Name:

Title:

STATE OF ~~FLORIDA~~ GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 4th day of April, 2011,
by Nicole R. Brook as CEO of SPE GO HOLDINGS, INC., on behalf of the
corporation He is personally known to me or produced _____ as identification.



NOTARY PUBLIC

Name: Virginia L. Szelich

My Commission Expires: 12/14/2014

EXHIBIT A

Legal Description

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:

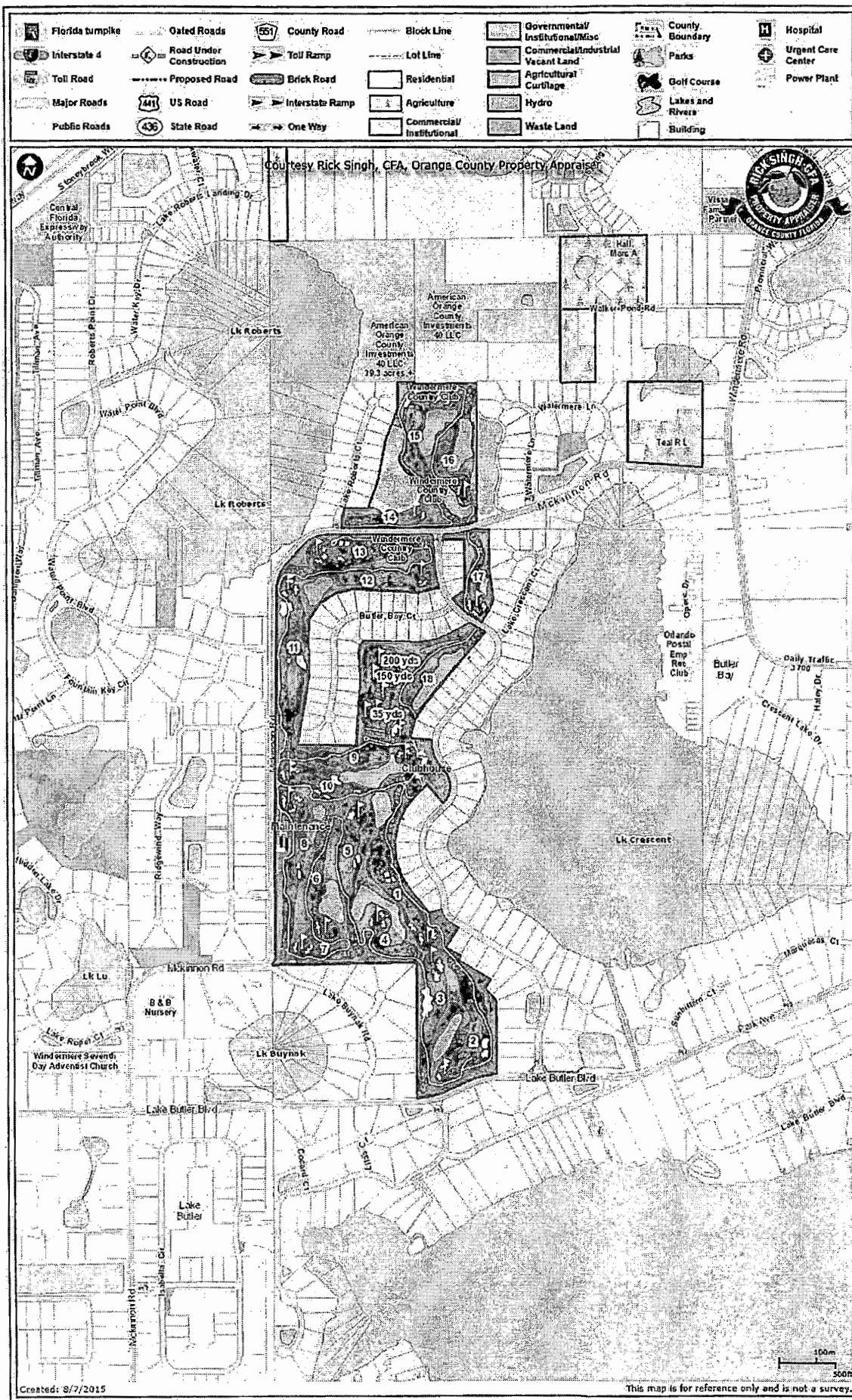
TOGETHER WITH a non-exclusive perpetual easement for ingress, egress and utilities for the benefit of Parcel A pursuant to that certain Grant of Easement for Ingress, Egress and Utilities executed by Butler Bay Association, Inc. to and in favor of Florida Country Clubs, Inc., dated December 27, 1988 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.



Property Record - 01-23-27-1108-00-001

Orange County Property Appraiser •
http://www.ocpafl.org

Property Summary

Property Name

Windermere Country Club

Names

Windermere Country Club LLC

Municipality

ORG - Un-Incorporated

Property Use

3800 - Golf Course

Mailing Address

2710 Butler Bay Dr N
Windermere, FL 34786-6110

Physical Address

2710 Butler Bay Dr N
Windermere, FL 34786

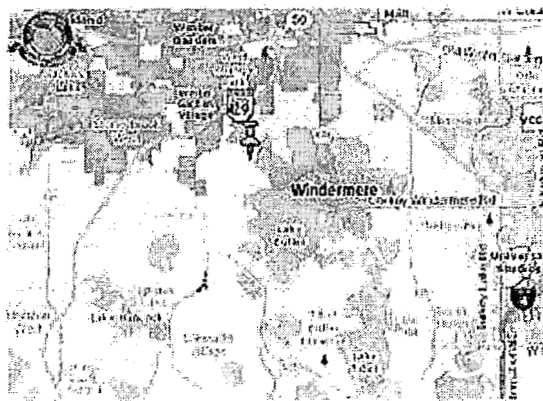
QR Code
For Mobile
Phone



2710 BUTLER BAY DR N, WINDERMERE, FL 34786 6/26/2015 10:31 AM



272301110800001 04/17/2008



Property Features

Property Description

BUTLER BAY UNIT 3 18/4 TRACT A

Total Land Area

6,680,383 sqft (+/-) | 153.36 acres (+/-) GIS Calculated

Land (includes working values)

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class	Unit Price	Class Value
3800 - Golf Course	R-CE-C	139.6 ACRE(S)	\$8,000.00	\$1,116,800	\$0.00		\$1,116,800
9600 - Waste Land	R-CE-C	9.01 ACRE(S)	\$100.00	\$901	\$0.00		\$901

Buildings (includes working values)

Model Code	04 - Commercial	Subarea Description	Sqft	Value
Type Code	3800 - Golf Course	BAS - Base Area	2599	\$135,148
Building Value	\$425,311	FCP - Fin Carprt	726	\$11,336
Estimated New Cost	\$889,772	FDU - F/Det Util	128	\$4,004
Actual Year Built	1991	FOP - F/Opn Prch	3592	\$56,056
Beds	0	FUS - F/Up Story	9156	\$476,112
Baths	0.0	UGR - Unf Garage	9957	\$207,116
Floors	2			
Gross Area	26158 sqft			
Living Area	11755 sqft			
Exterior Wall	Cb.Stucco			
Interior Wall	Dec.Wall.C			
Model Code	06 - Warehouse	Subarea Description	Sqft	Value
Type Code	4800 - Warehousing	AOF - Avg Office	720	\$52,777

Building Value	\$104,210	BAS - Base Area	2700	\$104,166
Estimated New Cost	\$156,943			
Actual Year Built	1990			
Beds	0			
Baths	0.0			
Floors	1			
Gross Area	3420 sqft			
Living Area	3420 sqft			
Exterior Wall	Cb.Stucco			
Interior Wall	None			

Extra Features (includes working values)

Description	Date Built	Units	Unit Price	XFOB Value
PVCN - Pav Con	04/26/1991	171451 Square Feet	\$3.00	\$257,177
PKSP - Parking Space	04/01/1991	159 Unit(s)	\$500.00	\$79,500
PVAS - Pav Asph	01/01/1990	5750 Square Feet	\$2.00	\$11,500
PVCN - Pav Con	01/01/1990	540 Square Feet	\$3.00	\$1,620
OSBI - Standard Opn Stg Bin	01/01/1990	1 Unit(s)	\$1,000.00	\$1,000

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address
There are no TPP Accounts associated with this parcel.				

Schools

Bridgewater (Middle School)

Principal	Lisa James
Office Phone	407-905-3710
Grades	2014: A 2013: A 2012: A

Windermere (Elementary)

Principal	Mrs. Diana M Greer
Office Phone	407-876-7520
Grades	2014: A 2013: A 2012: A

West Orange (High School)

Principal	Douglas W Szczinski
Office Phone	407-905-2400
Grades	2014: B 2013: A 2012: B

Utilities/Services

Electric	Duke Energy
Water	Orange County
Recycling (Friday)	Orange County
Trash (Friday, Tuesday)	Orange County
Yard Waste (Wednesday)	Orange County

Elected Officials

State Senate	Kelli Stargel
School Board Representative	Pam Gould
State Representative	Eric Eisnagle
US Representative	Daniel Webster
County Commissioner	S. Scott Boyd
Orange County Property Appraiser	Rick Singh



Property Record - 01-23-27-1117-00-001

Orange County Property Appraiser •
<http://www.ocpafl.org>

Property Summary

Property Name

Windemere Cc - Tennis & Pool

Names

Windemere Country Club LLC

Municipality

ORG - Un-Incorporated

Property Use

3800 - Golf Course

Mailing Address

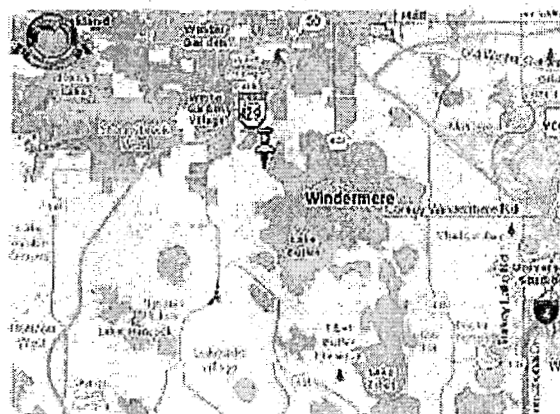
2710 Butler Bay Dr N
Windemere, FL 34786-6110

Physical Address

2730 Butler Bay Dr N
Windemere, FL 34786



For Mobile
Phone



Property Features

Property Description

A REPLAT OF LOTS 8 9 10 & TRACT B BUTLER BAY UNIT 3 25/116 TRACT A

Total Land Area

85,943 sqft (+/-)

1.97 acres (+/-)

GIS Calculated

Land (includes working values)

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
3800 - Golf Course	R-CE-C	1.97 ACRE(S)	\$75,000.00	\$147,750	\$0.00	\$147,750

Buildings (includes working values)

Model Code	04 - Commercial	Subarea Description	Sqft	Value
Type Code	3400 - Rec/Meeting	BAS - Base Area	264	\$17,495

Building Value	\$13,748	FOP - F/Opn Prch	141	\$2,783
Estimated New Cost	\$20,278			
Actual Year Built	1991			
Beds	0			
Baths	0.0			
Floors	1			
Gross Area	405 sqft			
Living Area	264 sqft			
Exterior Wall	Cb.Stucco			
Interior Wall	Minimum			

Extra Features (includes working values)

Description	Date Built	Units	Unit Price	XFOB Value
TNCT - Tennis Court	04/01/1991	2 Unit(s)	\$10,000.00	\$20,000
PVCN - Pav Con	01/01/1991	3144 Square Feet	\$3.00	\$9,432
146 - Spoolcm	01/01/1991	1 Unit(s)	\$20,000.00	\$20,000
SHED - Shed	01/01/2000	1 Unit(s)	\$500.00	\$500

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address
REG-036015	\$227,500	\$202,500	Windermere Country Club	2710 Butler Bay Dr N

Schools

Bridgewater (Middle School)

Principal	Lisa James
Office Phone	407-905-3710
Grades	2014: A 2013: A 2012: A

Windermere (Elementary)

Principal	Mrs. Diana M Greer
Office Phone	407-876-7520
Grades	2014: A 2013: A 2012: A

West Orange (High School)

Principal	Douglas W Szczinski
Office Phone	407-905-2400
Grades	2014: B 2013: A 2012: B

Utilities/Services

Electric	Duke Energy
Water	Orange County
Recycling (Friday)	Orange County
Trash (Friday, Tuesday)	Orange County
Yard Waste (Wednesday)	Orange County

Elected Officials

State Senate	Kelli Stargel
School Board Representative	Pam Gould
State Representative	Eric Eisnaugle
US Representative	Daniel Webster
County Commissioner	S. Scott Boyd
Orange County Property Appraiser	Rick Singh

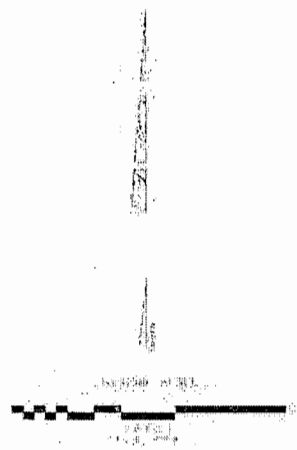
SHEET 2

MATCH LINE

SHEET 3

SHEET MAP
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“~~Sam~~ Michael T. Rudd



Section 10
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Section 11
East 1/4
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Section 12
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SEE SHEET 2 OF 2

**Michael T. Rudd**
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS
No. 12345
Exp. 12/31/2025

Surveyed by: [Name]
Date: [Date]
Scale: [Scale]
Projection: [Projection]



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Michael T. Rudd

RESEARCH, RECORDS, AND
PROCESSED THE SURVEY
OF THE
COLUMBIAN RIVER
AND
ADJACENT
WATERSHEDS

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Limited Liability Company**

WINDERMERE COUNTRY CLUB, LLC

Filing Information

Document Number	L11000029905
FEI/EIN Number	45-0897313
Date Filed	03/10/2011
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	10/18/2011
Event Effective Date	NONE

Principal Address2710 BUTLER BAY DRIVE NORTH
WINDERMERE, FL 34786

Changed: 04/16/2012

Mailing Address2710 BUTLER BAY DRIVE NORTH
WINDERMERE, FL 34786

Changed: 04/16/2012

Registered Agent Name & AddressGASDICK, MICHAEL JESQ.
390 N. ORANGE AVE.
SUITE 260
ORLANDO, FL 32801**Authorized Person(s) Detail****Name & Address**

Title MGR

DECUNHA, BRYAN
3324 GUELPH LINE, BURLINGTON
ONTARIO, CANADA L7R 3X4, XX XX**Annual Reports**

Report Year	Filed Date
2013	04/18/2013
2014	05/16/2014
2015	02/17/2015

Document Images

02/17/2015 -- ANNUAL REPORT	View image in PDF format
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07/02/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
04/18/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
10/18/2011 -- LC Amendment	View image in PDF format
03/10/2011 -- Florida Limited Liability	View image in PDF format

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State of Florida, Department of State

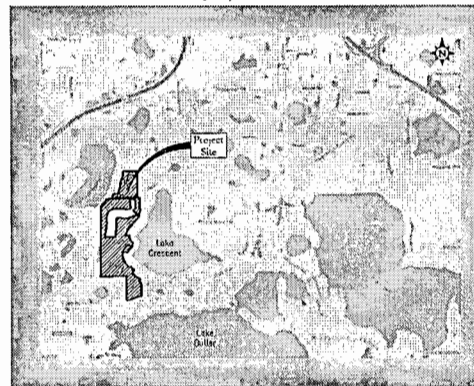
Land Use Plan for Lake Butler Bay Cluster Development Plan

Orange County, FL

Parcel Id. No.:
01-23-27-1108-00-001
01-23-27-1117-00-001

Sheet Id.	Sheet Index		Date
	Sheet Title		
C1.00	Existing Conditions		
C2.00	Land Use Plan		
C3.00	Site Data		
<u>Reference Drawings</u>			
Boundary Survey			

Applicant:
Windermere Country Club
2710 Butler Bay Dr. N.
Windermere, FL 34786
(407) 547-7774



Vicinity Map
Scale: 1" = 3,000'

Civil Engineer
Poulos & Bennett, LLC
4625 Hilder Lane, Suite B
Orlando, FL 32814
407.487.2594

Surveyor
Land Tech Surveying & Mapping
350 S. Central Ave.
Orlando, FL 32762
407.365.1036
407.365.1838

Environmental Consultant
Bio-Tech Consulting, Inc.
2002 E. Robinson St.
Orlando, FL 32803
407.894.5967
407.894.5970

POULOS & BENNETT
4625 Hilder Lane, Suite B, Orlando, FL 32814
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Reg. No. 28567
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Lake Butler Bay Cluster Development Plan

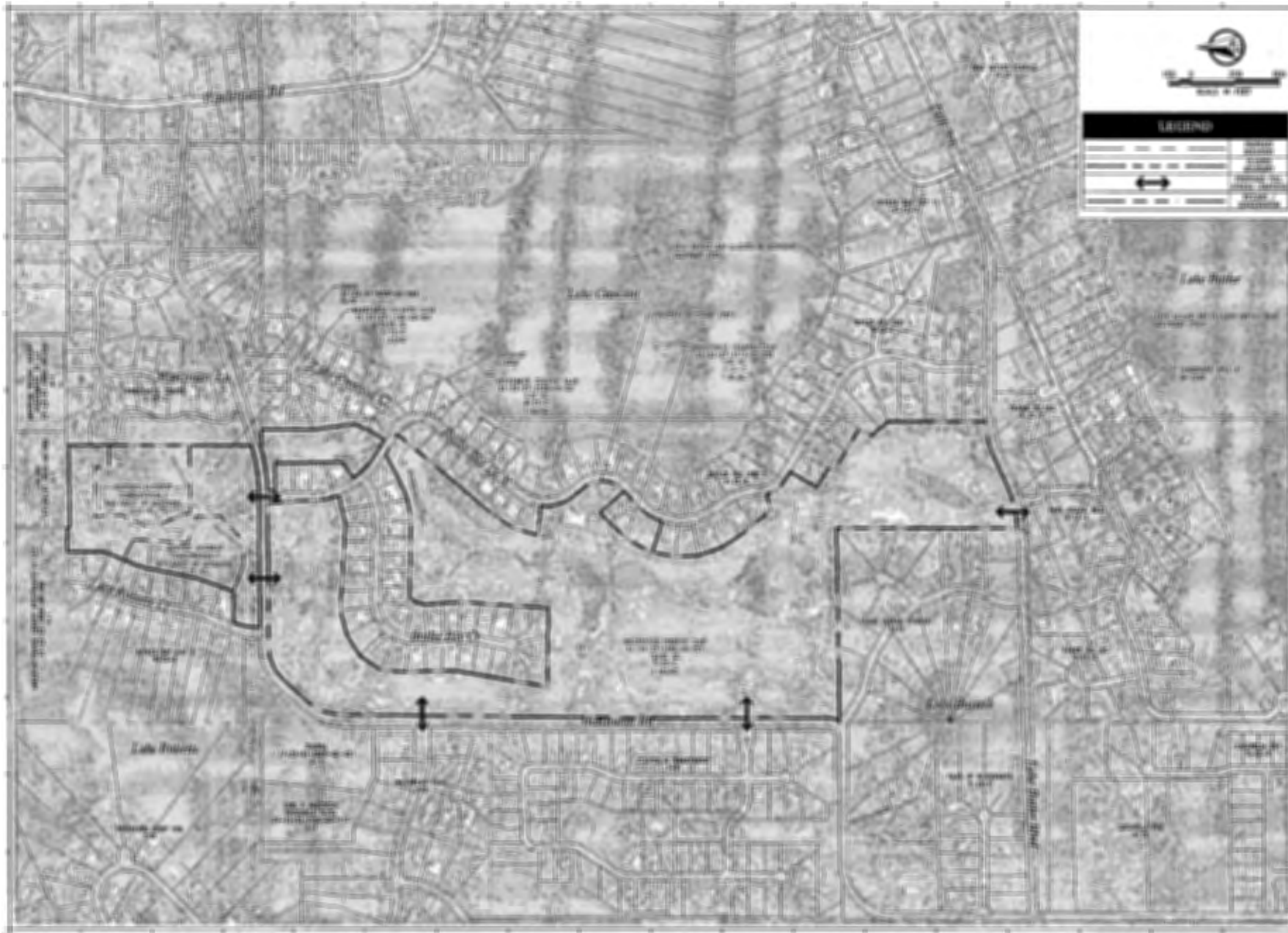
Submittal To:
ORANGE COUNTY, FL

Sheet Title:
**EXISTING
CONDITIONS**

Sheet 18a

C1.00

August 17 2015



Key Map

Consistent

NO. OF	PERCENTAGE
SUBDIVISIONS/WORKS	
VEHICULAR DRIVE	100%
WATER	15.0%
IMPROVED	10.0%
UNIMPROVED	10.0%
IMPROVED	10.0%
UNIMPROVED	10.0%
SCALE	AS SHOWN

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

Submitted To:
ORANGE COUNTY, FL

Sheet Title:
LAND USE PLAN

Sheet No.:
C2.00

DATE: **August 17, 2015**



Paulos & Bennett, LLC
1025 Hialeah Lane, Suite 200, Hialeah, FL 33010
Tel: 407.407.2244 www.paulosandbennett.com
Eng. No. 10, 20567

PROJECT DATA SUMMARY

GENERAL INFORMATION:
LOCATION: SOUTH AND EAST OF THE GAIL WESTER WESTERN DRIVE, NORTH LAKE BUENA VISTA, AND IMMEDIATELY WEST OF LAKE CIRCLE

AREA:
355.7 AC. OVERALL GOLF COURSE APPRAISAL BOUNDARY SURVEY
22.8 AC. TOTAL PLATTED DEVELOPMENT AREA
332.9 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY

EXISTING USE:
GOLF COURSE / CLUB HOUSE / TENNIS COURTS

PROPOSED USE:
RESIDENTIAL, SINGLE-FAMILY DETACHED

EXISTING ZONING / DEED USE:
A-2(C) / 0.45 D.U./AC.

PROPOSED ZONING / DEED USE:
R-1(C) / 1.0 D.U./AC.

FUTURE LAND USE:
RURAL SETTLEMENT (R)

WATER SERVICE:
ORANGE COUNTY UTILITIES - SERVICE AVAILABLE VIA ANCHORING AND LANE SUTTER RLY

WASTEWATER SERVICE:
ON-LOT SEPTIC

SEWER/WATER SERVICE:
ORANGE COUNTY UTILITIES - SERVICE NOT AVAILABLE

STORMWATER:
THE PROJECT WILL BE SERVED BY A MASTER STORMWATER SYSTEM. THE MASTER STORMWATER SYSTEM WILL BE DESIGNED TO MEET THE REQUIREMENTS OF THE ORANGE COUNTY STORMWATER REGULATIONS AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGULATIONS. THE LOCATION AND SCOPE OF THE MASTER STORMWATER INFRASTRUCTURE FACILITIES WILL BE DETERMINED AT THE PRELIMINARY SUBDIVISION PLANS AND FINAL CONSTRUCTION PLAN APPROVALS.

NEIGHBORHOOD PARK:
OWNERSHIP AND MAINTENANCE WILL BE DETERMINED AT F.P.

NOTES:
1. ACCESS RIGHTS TO ADJACENT ROAD AND LAKE BUENA VISTA SHOULD BE ADDRESSED AT THE PRELIMINARY SUBDIVISION PLAN STAGE.
2. EASEMENT ACCESS DEEDS, IN THE ORANGE COUNTY GATED COMMUNITY INTERPOLICE, ARE AVAILABLE ON THE LAND DEVELOPMENT CODE AND SHALL BE ADDRESSED AT THE PRELIMINARY SUBDIVISION PLAN STAGE.
3. SUBDIVISION ROADWAY CROSS SECTIONS SHALL BE DEVELOPED AND APPROVED WITH THE F.P.

LOT STANDARDS:
MIN. LOT SIZE: 1.5 AC.
MIN. LOT WIDTH: 100 FT
MIN. SETBACK AREA: 1,000 SQ. FT.
MAX. BUILDING HEIGHT: 8 STORIES FT.
MAX. LOT COVERAGE: 30%

SETBACKS:
FRONT: 50 FT
SIDE: 10 FT
REAR: 20 FT
RPSL: 20 FT

LAND USE & SITE DATA SUMMARY

Land Use District	Forest Area (Ac.)	Conservation Area (Ac.)	Developable Area (Ac.)	Net Density	Total Units Allowed per Net Density	Proposed Units	Stormwater Management Allowed Acres (25000/1000)	Stormwater Management Allowed Acres (25000/1000)	Retention / Detention (Ac.)
Residential	155.30	22.8	242.70	1.40/AC	142	142	142	142	142

(1) Developable Area: The gross land area including natural water bodies (as measured to the furthest high water elevation and adjacent wetland conservation (wetland) areas...
(2) See Allowable Unit Calculation
(3) Open Space, See Orange County Code 20-256.1. Residential Cluster Development with Net Density less than or equal to 1 unit/acre, no common open space is required.
(4) Recreation/Park: See Orange County Subdivision Regulations, recreation/park space required - 2.5 AC/1000 residents, 1 unit/acre, 1 unit/acre per home.

STUDENT POPULATION PER C.D.			
Student Type	Residential Units	Micro-Campus	Student Population
Elementary Student	25	0.00	25
Middle School Student	10	0.00	10
High School Student	05	0.00	05
Total Students			40

PER UNIT GENERATION					
DESCRIPTION	PER UNIT	PER UNIT	PER UNIT	PER UNIT	PER UNIT
WATER DEMAND	1.0	1.0	1.0	1.0	1.0
SEWER DEMAND	1.0	1.0	1.0	1.0	1.0
STORMWATER DEMAND	1.0	1.0	1.0	1.0	1.0

ALLOWABLE UNIT CALCULATIONS

- NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY:
155.3 AC. TOTAL GOLF COURSE PROPERTY AREA
22.8 AC. TOTAL PLATTED CONSERVATION AREA
142.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY
- NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA:
171.8 AC. TOTAL NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA
142.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY (PER CALCULATIONS ABOVE)
142.7 AC. NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA
- TOTAL ALLOWABLE UNITS ON LAND WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE PROPERTY:
142.7 AC. 2.5 UNITS/AC = 357 UNITS
- EXISTING BUILDING UNITS TO BE ALLOCATED TO GOLF COURSE PROPERTY:
142 UNITS TOTAL EXISTING PLAT SECTIONS IN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA
- 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

Consistent

NO. OF UNITS	NO. OF UNITS
142 UNITS	142 UNITS
142 UNITS	142 UNITS
142 UNITS	142 UNITS
142 UNITS	142 UNITS
142 UNITS	142 UNITS
142 UNITS	142 UNITS
142 UNITS	142 UNITS

Project Name
Lake Butler Bay Cluster Development Plan

Submitted To:
ORANGE COUNTY, FL

Sheet Title:
SITE DATA

Sheet No:

C3.00

DATE: August 17, 2015

FOULDS & BENNETT

Foulds & Bennett, LLC
6031 Hesse Lane, Suite 200, Orlando, FL 32814
Tel: 407.432.2244 www.foulds-bennett.com
Fax: 407.432.2244

CASE # RZ-15-10-038

Commission District # 1

GENERAL INFORMATION

APPLICANT Jamie T. Poulos, Poulos & Bennett, LLC

OWNER Windermere Country Club

HEARING TYPE Planning and Zoning Commission

PROJECT NAME Butler Bay Cluster Plan

REQUEST R-CE-C (Country Estate Cluster District) to
R-CE-C (Country Estate Cluster District)

To amend the existing Butler Bay Cluster Plan and rezone two (2) parcels consisting of 155.00 gross acres from R-CE-C to R-CE-C, in order to redevelop the existing Windermere Golf Course and Club House with 95 single-family detached residential homes on minimum ½-acre lots.

LOCATION 2710 and 2730 Butler Bay Dr. North, or generally located north of Lake Butler Boulevard, east of McKinnon Road, southeast of Lake Roberts, and west of Lake Crescent

PARCEL ID NUMBERS 01-23-27-1108-00-001 and 01-23-27-1117-00-001

PUBLIC NOTIFICATION The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Five-hundred twenty-three (523) notices were mailed to those property owners in the mailing area. A community meeting was also held for this application on October 13, 2015 at Windermere Elementary School (refer to meeting summary on page 6).

TRACT SIZE 155.00 gross acres

PROPOSED USE Ninety-five (95) single-family lots with one (1) detached residential home per lot

STAFF RECOMMENDATION

DRC RECOMMENDATION – (October 21, 2015)

Make a finding of inconsistency with the Comprehensive Plan and recommend **DENIAL** of the amended Butler Bay Cluster Plan and requested R-CE-C (Country Estate Cluster District) zoning.

Should the Planning and Zoning Commission (PZC) make a finding of consistency with the Comprehensive Plan and recommend **APPROVAL** of the Butler Bay Cluster Plan and requested R-CE-C (Country Estate Cluster District) zoning, the following restrictions were recommended by the DRC:

1. Development shall conform to the Butler Bay Cluster Plan dated "November 10, 2015" and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the Cluster Plan may be developed in accordance with the uses, densities, and intensities described in such Cluster Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval of this cluster plan and the cluster plan dated "November 10, 2015" the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to

Rezoning Staff Report
Orange County Planning Division
PZC Hearing Date: November 19, 2015

Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. A minimum 50' foot buffer shall be required along all existing lots.
5. The minimum living area of any single unit shall be 2,400 square feet.
6. The Developer shall obtain water service from Orange County Utilities. The Developer shall connect to Orange County's reclaimed water system to provide irrigation for this development if required at the time of PSP review.
7. The following Education Condition of Approval shall apply:
 - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board on MM/DD/YYYY.
 - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the ## residential units allowed under the zoning existing prior to the approval of zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
 - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
8. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to construction plan approval.
9. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
10. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation

Commission (FWC).

11. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.

IMPACT ANALYSIS

Land Use Compatibility

The subject property is currently zoned R-CE-C (Country Estate Cluster District) and is developed as the Windermere Golf Course and Country Club and is immediately surrounded by single-family residential homes on ½-acre lots. Through this request, the applicant is seeking to amend the previously approved Butler Bay Cluster Plan in order to redevelop the subject 155.00-acre private golf course and country club with up to 95 single-family detached residential homes on minimum ½-acre lots.

Although the proposed use is compatible and consistent with the surrounding single family development within the Butler Bay Subdivision, it would adversely impact existing adjacent property owners who knowingly purchased lots and homes adjacent to planned open space and recreational areas.

Additionally, as a result of all development and access rights being previously conveyed to Orange County through the recorded Butler Bay Unit III plat and a recorded Agreement between the original developer and the County, there was a reasonable expectation by the community that the property would remain undeveloped in perpetuity.

Comprehensive Plan (CP) Consistency

The subject property is located within the West Windermere Rural Settlement and has a CP Future Land Use Map (FLUM) designation of RS 1/1 (Rural Settlement 1/1). This designation recognizes areas suitable for large lot, single family development at a maximum residential density of one (1) dwelling unit per developable acre.

The requested R-CE-C zoning is consistent with the underlying RS 1/1 FLUM designation and also allows a maximum residential density of one (1) dwelling unit per developable acre. However, the R-CE-C zoning allows residential lots to be "clustered" with minimum ½-acre lots.

Notwithstanding the concerns with existing plat restrictions and previous developer commitments, the following Comprehensive Plan (CP) provisions are applicable to the requested R-CE-C zoning, and may be considered for purposes of determining consistency:

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.1.1 states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning. Density shall be calculated by the total number of units divided by developable land. (Nature lakes and designated Conservation Areas are excluded from the gross land area.)

FLU8.2.1 states that 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.

OBJ FLU6.2 states 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 services area while providing for rural communities.

FLU6.2.1 states that Rural Settlements were implemented to recognize communities that existed at the time of the 1991 CPP adoption. This policy change is being implemented as part of this update's strategy to focus development within the County's USA and discourage the proliferation of extended Rural Settlement boundaries. In addition this policy will allow time for vacant and committed lands within existing Rural Settlements to develop as a means of satisfying this style of living.

FLU6.2.5 states that 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). (Added 8/92, Ord. 92-24; Amended 8/93, Ord. 93-19; Amended 6/10, Ord. 10-07, Policy 1.1.11)

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.

Clustering, with permanent protection of open space, shall be encouraged or required for all new development and redevelopment within the Wekiva Study Area, based on location, i.e., Urban Service Area, Rural Service Area, Rural Settlement, Growth Center and overall project acreage. The County shall evaluate incentives to further the implementation of open space preservation and maximum impervious surface ratios and include these in the Land Development Code by January 1, 2007.

GOAL OS1 It is a goal of Orange County to protect and preserve valuable open space resources.

Community Meeting Summary

A community meeting was held on October 13, 2015 at Windermere Elementary School. Excluding the applicant and various Orange County staff, 191 residents were in attendance. Community residents were adamantly opposed to the request to amend the Butler Bay Cluster Plan and redevelop the existing private golf course and country club. Issues raised included, the perception of incompatibility; the expectation of maintained open space and recreational areas; increased traffic; stormwater runoff (including impacts to surrounding lakes); and general mistrust of the existing property owner.

SITE DATA

Existing Use	Windermere Golf Course and Country Club
Adjacent Zoning	N: A-1 (Citrus Rural District) (1957)
	E: R-CE-C (Country Estate Cluster District) (1985)
	R-CE-C (Country Estate Cluster District) (2000)
	W: A-1 (Citrus Rural District) (1957)
	R-CE-C (Country Estate Cluster District) (1985)
	R-CE (Country Estate District) (1971)
	PD (Planned Development District, Windermere Estates) (1994)
	R-CE (Country Estate District) (1986)
	S: R-CE-C (Country Estate Cluster District) (1985)

Adjacent Land Uses N: Single-family residential
E: Single-family residential
W: Single-family residential
S: Single-family residential

R-CE-C (COUNTRY ESTATE CLUSTER DISTRICT) DEVELOPMENT STANDARDS

R-CE-C District Summary *

Min. Lot Area:	1/2 acre (21,780 sq. ft.)
Min. Lot Width:	100 ft.
Max. Height:	2-story / 35 ft.
Min. Living Area:	2,400 sq. ft. (as proposed)
Max. Lot Coverage:	60%

Building Setbacks:	
Front:	30 ft.
Rear:	25 ft.
Side:	10 ft.
Side Street:	15 ft.

* These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.

Permitted Uses

The intent and purpose of the R-CE-C zoning district is to provide an alternative approach to residential development under specified residential zoning districts. The R-CE-C district enhances the living environment through the creation of permanent open space and provides flexibility in lot size, housing styles and building placement for a variety in development design compatible with abutting development. The district maintains gross densities compatible with and equal to those possible under the conventional zoning.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code and single-family dwellings, home occupations (as defined in Sec. 38-1 of the Orange County Code), citrus and fruit crop cultivations, etc.

SPECIAL INFORMATION

Subject Property Analysis

The subject 155.00 gross acre property is located at 2710 and 2730 Butler Bay Drive North and is currently developed as the Windermere Golf Course and Country Club. Though this request, the applicant is seeking to rezone from R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster district) in order to redevelop the

Rezoning Staff Report
Orange County Planning Division
PZC Hearing Date: November 19, 2015

subject property into 95 single-family detached residential homes on minimum 1/2-acre lots. Consistent with the underlying Rural Settlement 1/1 Future Land Use Map (FLUM) designation and R-CE-C zoning, residential density would be limited to 1.0 unit per developable acre, with a minimum lot size of a half (1/2) acre.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Rural Settlement 1/1 (RS 1/1) Future Land Use Map (FLUM) designation.

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is located within the West Windermere Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located in an Airport Noise Zone.

Environmental

Wetlands and surface waters are located on site. An Orange County Conservation Area Determination application CAD-15-08-106 was submitted on August 11, 2015 and it is in progress. The CAD must be completed with a certified survey of the conservation area boundary approved by the Environmental Protection Division (EPD) prior to submitting any development plan or permit application.

No construction, clearing, filling, alteration or grading is allowed within or immediately adjacent to a conservation area without first obtaining permission from EPD. Reference Orange County Code Chapter 15, Article X, Section 15-376. Approval of this request does not authorize any direct or indirect impacts to conservation areas or protective buffers. The recorded subdivision plat shows mitigation areas and conservation easements that have to be respected or vacated.

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS).

and/or the Florida Fish & Wildlife Conservation Commission (FWC).

This project site has a prior land use that may have resulted in spillage of petroleum products, fertilizer, pesticide or herbicide. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading or construction plans, the applicant shall provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection and Development Engineering Divisions.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Residential lots shall be configured to meet requirements of the Individual On-Site Sewage Disposal Ordinance regarding setbacks, lot size, soils and elevations. Reference Orange County Code Chapter 37, Article XVII.

Transportation / Access

Based on the Concurrency Management System database dated August 31, 2015, capacity is available to be encumbered for this project. This information is dated and is subject to change.

Based on the 9th Edition of ITE, the proposed development will generate 1,002 daily and 100 PM peak hour trips. The applicant will be required to obtain an approved Capacity Encumbrance Letter (CEL) prior to obtaining a building permit. A traffic study will also be required for review and approval by Transportation Planning Division.

Code Enforcement

There are no active code enforcement violations.

Water / Wastewater / Reclaim

	<u>Existing service or provider</u>	
Water:	Orange County Utilities	A 24-inch water main is located in the Mckinnon Road right of way abutting the site.
Wastewater:	Orange County Utilities	The nearest wastewater main is a four inch force main located on Mckinnon Road at Casabella Drive. There is 6 inch force main located on Lake Whitney Drive at Longmeadow Way
Reclaim Water:	Orange County Utilities	The nearest reclaimed water main is an 8-inch main located on Mckinnon Road at Lake Butler Blvd.

Schools

The applicant is working with Orange County Public Schools (OCPS) to address potential public school capacity issues. The applicant and/or their successor(s) in interest shall comply with the terms of any Capacity Enhancement Agreement (CEA) entered into for this project.

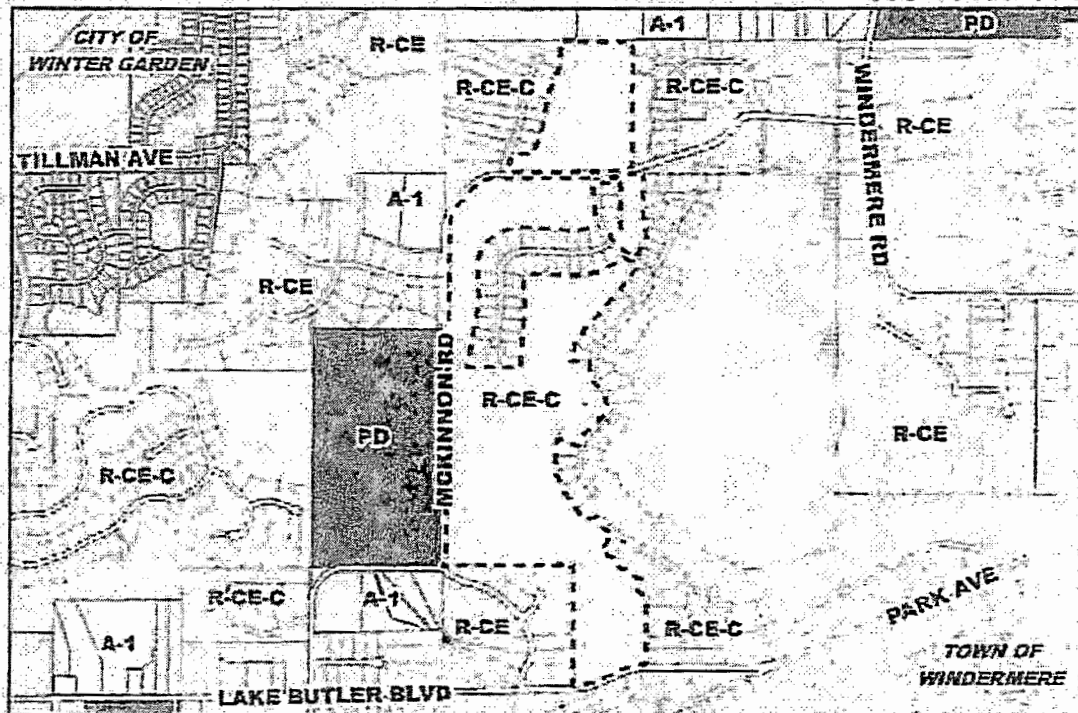
Parks and Recreation

The Parks and Recreation Division reviewed the request, but did not provide any objections.

Specific Project Expenditure Report and Relationship Disclosure Form

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

RZ-15-10-038



 Subject Property

 Subject Property

ZONING MAP

ZONING: R-CE-C (Country Estate Cluster District) to
 R-CE-C (Country Estate Cluster District)

APPLICANT: Jamie Poulos, Poulos and Bennett, LLC

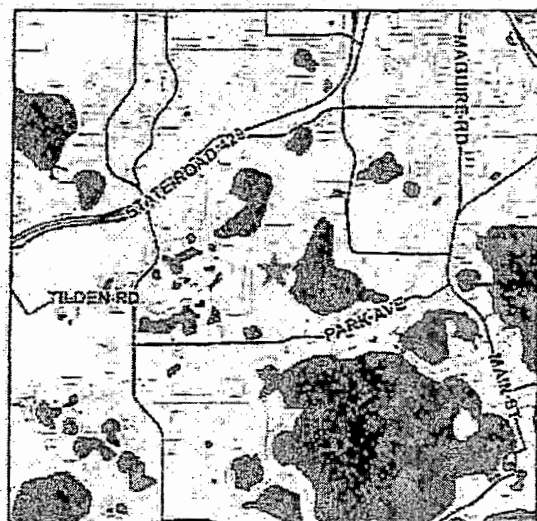
LOCATION: 2710 and 2730 Butler Bay Drive North; or
 generally located north of Lake Butler
 Boulevard, between McKinnon Road and
 Butler Bay Drive North, and southeast of
 Lake Roberts

TRACT SIZE: 155.00 gross acres

DISTRICT: # 1

S/T/R: 01/23/27

1 inch = 1,399 feet



RZ-15-10-038



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Rural Settlement 1/1 (RS 1/1)

APPLICANT: Jamie Poulos, Poulos and Bennett, LLC

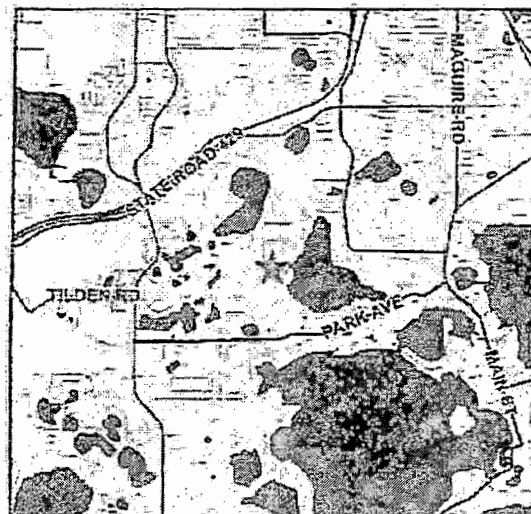
LOCATION: 2710 and 2730 Butler Bay Drive North; or generally located north of Lake Butler Boulevard, between McKinnon Road and Butler Bay Drive North, and southeast of Lake Roberts

TRACT SIZE: 155.00 gross acres

DISTRICT: #1

S/T/R: 01/23/27

1 inch = 1,399 feet



RZ-15-10-038

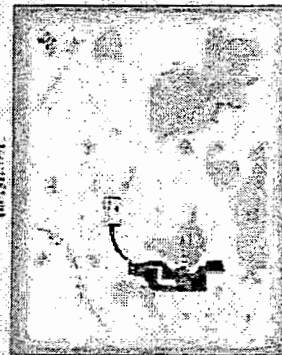
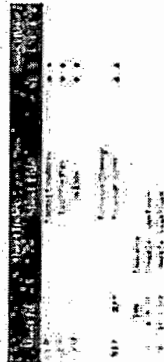


 Subject Property

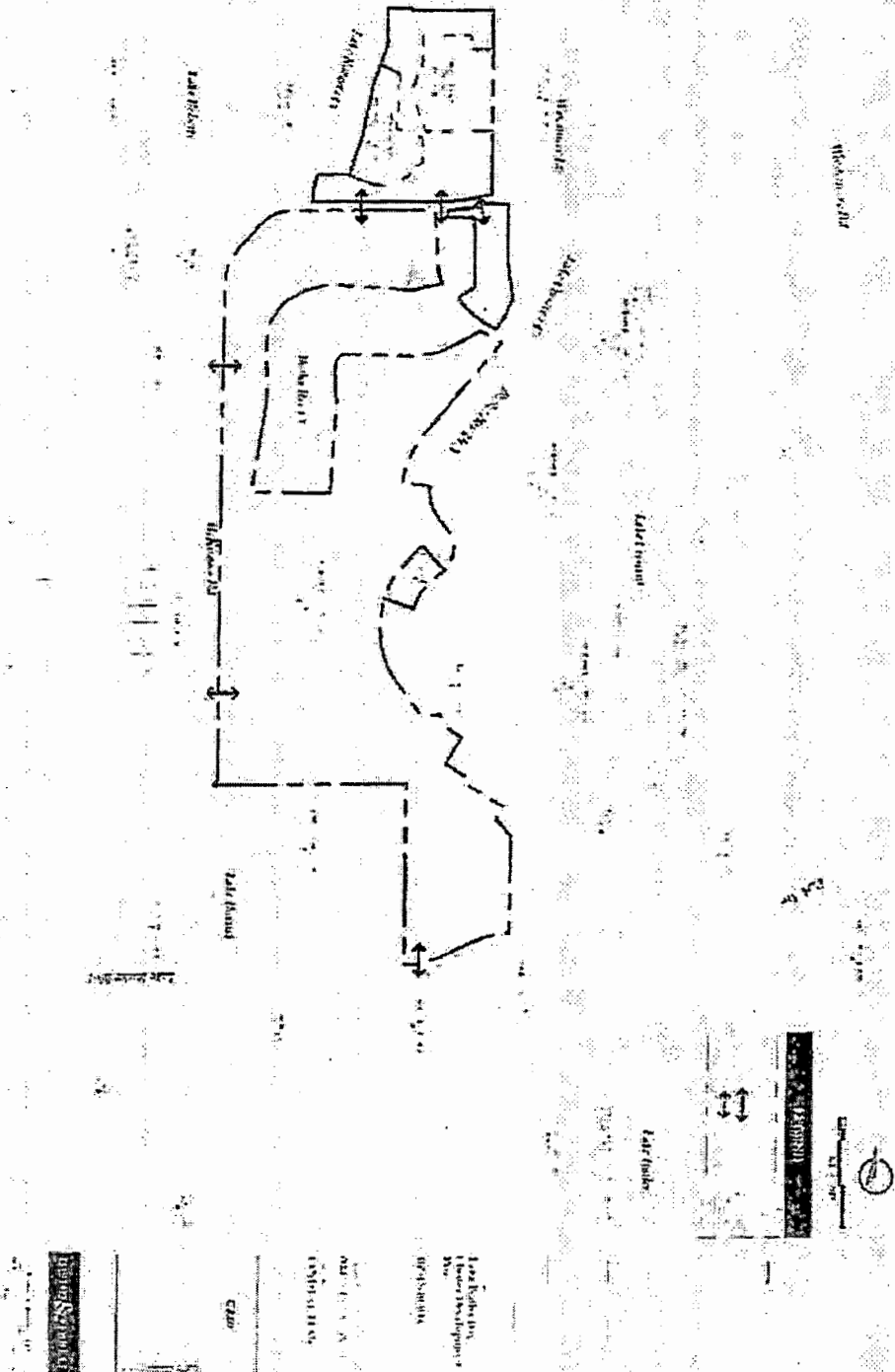


1 inch = 1,000 feet

Records 111 - 90 - 10
 Serial 111 - 90 - 10
 111 - 90 - 10



Butler Bay Cluster Plan



Butler Bay Cluster Plan (Site Datum)

Geometrische Parameter	Einheit	Wert	Einheit	Wert	Einheit	Wert	Einheit	Wert	Einheit	Wert
Geometrische Parameter	mm	100	mm	100	mm	100	mm	100	mm	100

1. The following information is being furnished to you for your information only. It is not to be used for any other purpose.

MAGNETIC TAPES (100)			
Serial	Accession	Classification	Disposition
1	100-100000	CONFIDENTIAL	20
2	100-100000	CONFIDENTIAL	20
3	100-100000	CONFIDENTIAL	20
4	100-100000	CONFIDENTIAL	20
5	100-100000	CONFIDENTIAL	20
6	100-100000	CONFIDENTIAL	20
7	100-100000	CONFIDENTIAL	20
8	100-100000	CONFIDENTIAL	20
9	100-100000	CONFIDENTIAL	20
10	100-100000	CONFIDENTIAL	20

DE IDENTIFICATION						
DATE	TIME	LOCATION			PERSON	
		STREET	CITY	STATE	NAME	AGE
10-10-68	10:00	1000	NEW YORK	NY	JOHN	35
10-10-68	10:00	1000	NEW YORK	NY	JOHN	35

ANNUAL TEST EVALUATION

- [illegible]

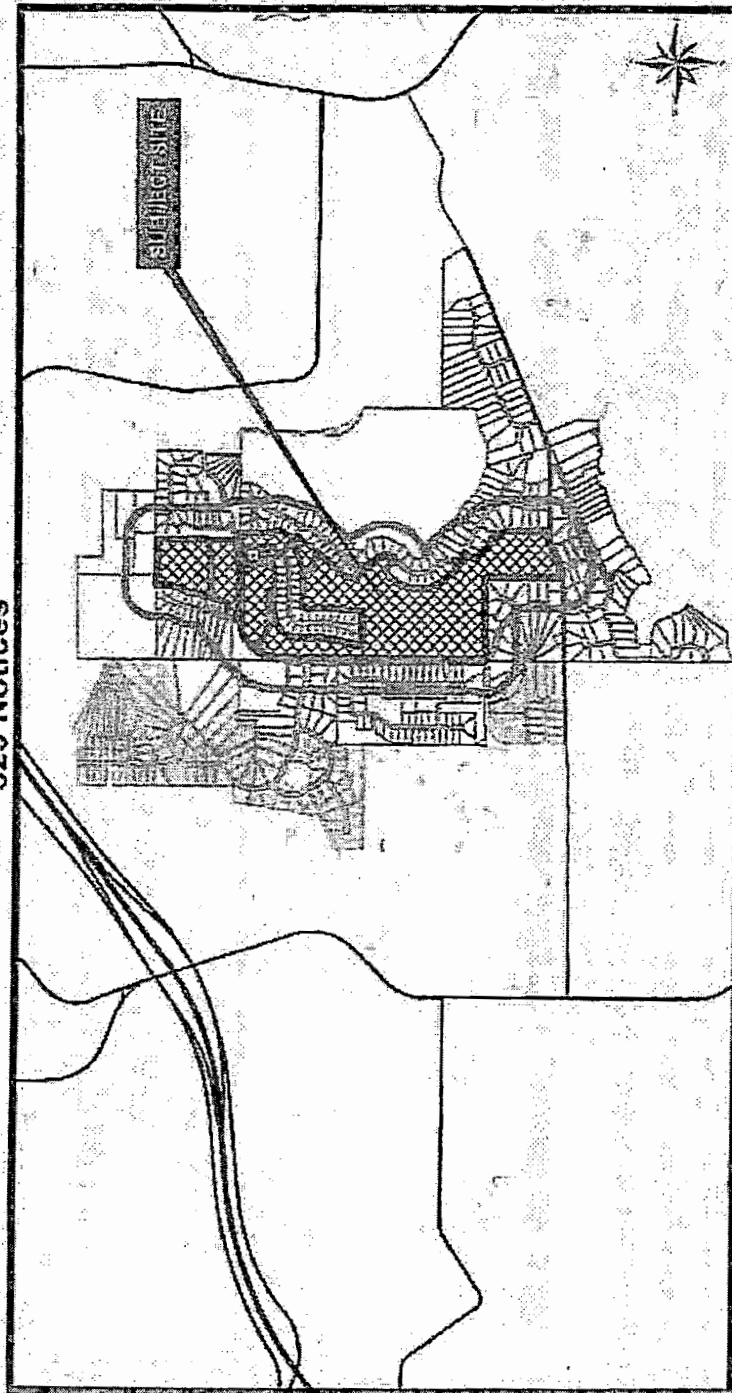
Kontakt und Beratung:

- [illegible]

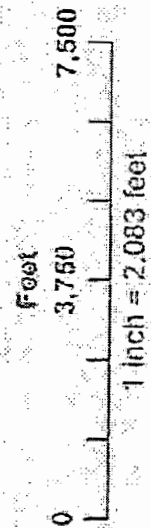
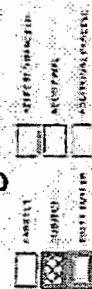
PZC Staff Report Book

Notification Map

Public Notification Map
 RZ-15-10-038
 523 Notices



Legend



Map is provided for informational purposes only. It is not a legal document.

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ATTORNEYS AT LAW

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FORT MYERS
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MEMORANDUM

TO: Mayor Jacobs and Board of County Commissioners
FROM: Truong M. Nguyen
DATE: July 18, 2016
SUBJECT: Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space

Petitioner, owners of a defunct former golf course, is requesting the Board approve a Petition to Vacate the development rights to Tract A dedicated to Orange County, Florida, as indicated in Note #12, and the access rights to Tract A dedicated to Orange County, Florida, as indicated in Note #13 of the Plat of Butler Bay - Unit 3, as recorded in Plat Book 18, Page 4, Public Records of Orange, County, Florida. As the information in this Memorandum makes clear, Petitioner's request fully complies with all relevant County Code provisions and should be approved.

Windermere Country Club has filed a rezoning application, Application #RZ-10-038, to modify the Cluster Plan to 1) bring the 155 acres under the current standard of 1 unit per 1 acre and 2) change the 155 acres from golf course (a referenced use and not open space) to residential area to accommodate 95 lots. At the November 19, 2015 Planning and Zoning Commission meeting, the Planning and Zoning Commission continued the rezoning application to April 21, 2016 and directed Windermere Country Club to file a Petition to Vacate the 155 acre Tract A/golf course property and to modify the 1986 Developer's Agreement applicable to the Butler Bay, Unit 3 Plat¹.

BACKGROUND

The Butler Bay Cluster Plan, where the Tract A/Golf Course Property is located, received its zoning approval on February 21, 1985. There was no mention of conveyance of development rights from the Golf Course Property in this zoning approval.²

¹ Tab I

² See Minutes of February 21, 1985 Planning and Zoning Commission Meeting (Tab A) and Minutes of February 25, 1985 Board of County Commission Meeting (Tab B).

Mayor Jacobs and Board of County Commissioners

July 18, 2016

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Language regarding dedication of the development rights to the Golf Course Property to Orange County first emerged during PSP review on November 18, 1985.³ That condition to convey development rights was included in the "1986 Developer's Agreement".⁴ When the Butler Bay Unit 3 Plat⁵, was approved, a Resolution Vacating and Annuling a portion of the Butler Bay Unit 2 Plat was approved at the same time.⁶ Further, when the Replat of Lots 8, 9, 10 and Tract B was approved on April 2, 1990⁷, a second Resolution Vacating and Annuling Plat was approved by the BOCC on the same day.⁸

GOLF COURSE PROPERTY IS NOT "COMMON OPEN SPACE", "COMMON AREA", OR "COMMON PRIVATE FACILITIES."

The Windermere Country Club golf course is privately held property and maintained by the Golf Course Property owner. It is not common open space. The County's ordinances and a review of the history of the County approvals associated with the Golf Course Property make this very clear.

Section 34-155(a)⁹ defines "open space" and states it may include private parks and recreation areas provided: (i) they have been designated as a tract on the plat, (ii) they are adequate for the intended purpose, (iii) assurance has been given by deed restriction or Covenants, Conditions and Restrictions ("CCRs") that the area will be maintained and (iv) the area must be identified on the plat as 'common areas' for owners of property within the subdivision. In this case, the Golf Course Property is not identified as 'common area' on the plat. There is no plat dedication of Golf Course Property to any other lot or property owners. The CCRs do not include the Golf Course Property nor provide for maintenance of the golf course. In fact, the "Property" as defined in Exhibit A to the CCRs is limited to Lots 1-123, PB 18, Pages 4-9 and notably does not include the Tract A/Golf Course Property. The CCR definition of "Common Area" requires that common area be owned by the "Association". Article XII of the CCRs is titled "Covenants and Restrictions Relating to Golf Course". Section 1 states "All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club". Section 3 creates a 10 foot easement in favor of the golf course across the rear of each lot adjacent to the golf course. The easement prohibits fences, walls or shrub planting. See OR Book 3808, Page 1478 (Tab K). The plat note 12 and 13 on PB 18, Page 4,

³ Attached Tab C.

⁴ Development Agreement recorded at OR 3757/1536 (Tab D) and hereinafter "1986 Developer's Agreement."

⁵ PB 18/4 (Tab E)

⁶ See OR 3808/2058 (Tab F).

⁷ Replat of Lots 8, 9, 10 and Tract B, Butler Bay Unit 3, PB 25/116 (Tab G).

⁸ See OR 4173/3662 (Tab H)

⁹ Tab J

Mayor Jacobs and Board of County Commissioners

July 18, 2016

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which are applicable to the golf course are between the Golf Course Property owner and the County, the subdivision owners are not parties to those plat note restrictions. Clearly, there is no dedication or identification on the plat that the Tract A/Golf Course Property is common area for the owners of property within the subdivision. Further, the subdivision lot developer and their successors, the individual lot owners, were on notice through the CCRs that the golf course was not common area or common open space for the benefit of the lot owners. Rather, the lot owners acknowledge through the CCRs the existence of a private golf course for the use and enjoyment of the members of the private golf club. There is no documented expectation that the lot owners have any legal or equitable interest in the Tract A/Golf Course Property.

The 1986 Developer's Agreement (Tab D) approved by the Board of County Commissioners on February 26, 1986 incorporated the November 18, 1985 Preliminary Subdivision Plan conditions of approval (Tab C). That 1986 Developer's Agreement recognizes that the conditions shall control all future development of the property "(unless said conditions of approval are amended or modified by Orange County)".

The 1986 Developer's Agreement, Condition 5, provides: "The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities." The "Developer's Agreement - Common Private Facilities" was approved by the Board of County Commissioners on July 21, 1986¹⁰. That Development Agreement was executed by "Windermere Lakes, Ltd." who was not the owner of the Golf Course Property. Further, the "Property" subject to that Developer's Agreement is Lots 1-123 of "Butler Bay Unit 3" not the Tract A/ Golf Course Property. The Tract A/Golf Course Property by the terms of that 1986 Developer's Agreement is not "common private facilities."

In regards to open space, the Tract A/Golf Course Property is zoned R-CE-C. Section 38-556¹¹, requires 40% of each lot to be pervious surface. Section 38-557¹², Common Open Space, Subsection (a) refers to Chapter 24 for open space regulations. Section 24-29(e)¹³ provides, that for residential cluster districts, when the density is less than or equal to 1 unit per acre, there is no common open space required. Section 24-26¹⁴, Definitions, states "Common Open Space" shall mean a type of open space designed and intended for the use or enjoyment of occupants of a project. That Section also defines "Residential Private Open Space" to include front, rear and side yards excluding parcel driveways and structures. Both common open space and residential private open space are included as part of the definition of "Open Space."

¹⁰ Tab L. Recorded at OR Book 3808, Page 1466.

¹¹ Tab M.

¹² Tab N.

¹³ Tab O.

¹⁴ Tab P.

Mayor Jacobs and Board of County Commissioners
July 18, 2016
Page 4

Section 24-27¹⁵, Legislative findings, at Subsection (e) states:

"Consistency in the definition of open space and the provisions for open space are necessary to balance between private property rights and the protection of the public health, safety and welfare."

Section 24-28¹⁶, Applicability, provides, in part, that the open space standards are minimum standards, "however, an applicant may provide a greater percentage of open space but a greater percentage of open space will not be required by the county." Section 24-30¹⁷, Open Space Design Guidelines, subsection (e), Ownership and Maintenance, states common open space areas shall be the responsibility of a property owners' association or a mandatory homeowner's association. In Butler Bay Unit 3, this responsibility is addressed through the July 21, 1986 "Developer's Agreement - Common Private Facilities" (Tab L), which does not include the Tract A/Golf Course Property.

Notwithstanding the foregoing, in 1985 the standard for common open space was 25%. Attached as Tab T is a chart prepared by Poulos and Bennett making clear that the owners' proposed revision to Tract A/Golf Course Property within the Cluster Plan retains total Butler Bay Cluster Plan gross common open space at 25%.

Notwithstanding the foregoing, the 1985 approved Cluster Plan (Tab A) does not define the term "Gross Open Space". As defined by the Orange County Code, "Open Space" includes "Residential Private Open Space" and "Common Open Space". In the 1985 Cluster Plan, reference is made to having 38% "Gross Open Space" within the Butler Bay Cluster Plan. Attached as Tab U is a chart prepared by Poulos and Bennett which establishes that the total Butler Bay Cluster Plan open space (calculated utilizing both common open space and residential open space) after redevelopment of Tract A to 95 lots will be 45.3% of the total area. For just the 155 acres within Tract A after redevelopment to 95 lots the open space will be 60.6%.

CONCLUSION

Under the current Orange County Code there is no common open space requirements for an R-CE-C project when density is less than or equal to 1 unit per acre. The County, by releasing the development rights for 95 units back to the Tract A/Golf Course Property, maintains an overall density within the Butler Bay Cluster Plan of 1 unit per one acre in full compliance with County Code.

¹⁵ Tab Q.

¹⁶ Tab R.

¹⁷ Tab S.

Mayor Jacobs and Board of County Commissioners

July 18, 2016

Page 5

Even if the old standard of 25% common open space was applied to the request for 95 units on the Golf Course Property, the overall common open space within the Butler Bay Cluster Plan will remain at 25% common open space, also fully compliant with the County Code.

In the event that the 38% "gross open space" as listed in the original 1985 Butler Bay Cluster Plan is interpreted to apply to the current cluster plan modification request, the resulting modified Butler Bay Cluster Plan, with 95 units assigned to the Tract A/Golf Course Property, will exceed the 38% gross open space, also fully compliant with the County Code.

This memorandum establishes that the release of the development rights back to the Tract A/Golf Course Property owner through the vacation of the plat as applicable to Tract A/Golf Course Property can be accomplished in compliance with the open space standards.

1 ORANGE COUNTY GOVERNMENT
2 BOARD OF COUNTY COMMISSIONERS
3

4 12. Applicant: Bryan DeCunha on behalf of
5 Windermere Country Club, LLC, Petition to
6 Vacate the development and access rights of
Tract A (Golf Course) of the Butler Bay -
Unit Three development; District 1

7
8 DATE: October 18, 2016

9 TIME: 5:15 p.m. - 7:25 p.m.

10 LOCATION: County Commission Chambers
11 201 South Rosalind Avenue
12 1st Floor
Orlando, FL 32801

13 REPORTER: SANDRA A. MOSER, RPR, FPR
AND NOTARY PUBLIC

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1 APPEARANCES
2 TERESA JACOBS, Mayor
3 BRYAN NELSON, Vice Mayor
4 S. SCOTT BOYD, Commissioner
5 PETE CLARKE, Commissioner
6 TED EDWARDS, Commissioner
7 VICTORIA P. SIPLIN, Commissioner
8 JENNIFER THOMPSON, Commissioner
9 CHRIS TESTERMAN, Assistant County Administrator
10 JOE KUNKEL, Public Works
11 JOEL PRINSELL, Esquire, Deputy County Attorney
12 ERIC RAASCH, Planner
13 TROUNG NGUYEN, Esquire, Gray Robinson
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1 INDEX
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8 Applicant's presentation by Mr. Nguyen 13
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1 PROCEEDINGS
2 MAYOR JACOBS: Let's go on to our last
3 public hearing of the afternoon and that's a Plat
4 Vacation, which on its surface sounds so simple,
5 doesn't it? Never had so many people in the
6 audience for a plat vacation. I know this is not
7 funny to anyone in the audience, but I've never
8 seen a plat vacation like this. As soon as it
9 quiets back down we're going to move on to our
10 last public hearing. We thank you very much,
11 everyone, for your patience and indulgence today.
12 Mr. Kunkel, if you could introduce the case
13 before the Board today.
14 MR. KUNKEL: Thank you, Mayor. As you said,
15 this is not your standard Petition to Vacate, so
16 I have a little bit of an extended presentation.
17 This is -- good afternoon, Mayor, Commissioners.
18 This is Item G12 on your agenda. The applicant
19 is Bryan DeCunha on behalf of Windermere Country
20 Club, LLC.
21 I'll provide some project information and
22 history, and then review the applicant's request.
23 Here is a project summary. Windermere Country
24 Club is currently zoned Country Estates Cluster
25 and it was approved for 340 single-family lots,

1 of which 327 have been platted. There is a
2 155-acre golf course, which is also identified as
3 Tract A; and generally, the applicant is
4 requesting to vacate the development rights to
5 Tract A and any access rights from Tract A.
6 The reason we are here is that the applicant
7 has submitted a rezoning request in August of
8 2015 and the Planning and Zoning Commission has
9 continued the applicant's request until the
10 development and access rights issues are
11 considered by the Board of County Commissioners.
12 The project history goes back to
13 February 1985 when the original cluster plan was
14 approved. This is an aerial of west Orange
15 County and the graphic shows the -- identifies
16 the areas of where the original cluster plan was
17 identified; and it consisted of 502 gross acres
18 and there was 340 single-family units identified
19 with 38 percent open space including the golf
20 course.
21 To date, what has been built, staying with
22 the original cluster plan, is 327 family units on
23 472.8 developable acres. And there is 31 percent
24 open space including the golf course.
25 The Butler Bay PSP was approved again in

1 November 1985. This shows the area of the Butler
2 Bay PSP. It is 317 acres, 185 single-family
3 units, minimum half-acre lots.

4 Along with, and part of, the PSP approval
5 was condition No. 12; and that condition No. 12
6 required dedication of development rights for the
7 conservation areas and for the golf course which,
8 of course, is also Tract A.

9 After the PSP, the plat was recorded in
10 July 1986, approved by the BCC on July 21, 1986,
11 and there was a couple of general notes on the
12 plat. General note No. 12 addressed the
13 development rights to the conservation area and
14 Tract A to be dedicated, and general note 13
15 addressed the access rights from lot 101 and
16 Tract A. Those are both dedicated to Orange
17 County.

18 Closing out the historical portion of the
19 original development, there was also a special
20 exception approved for the golf course in
21 February of 1989.

22 Moving forward in time, the new cluster plan
23 I mentioned before was submitted August 21, 2015.
24 And that request included all of Tract A, 155
25 acres, and it was proposing 95 lots with

1 And if the Board should approve the
2 requested action, a couple of items have been
3 identified by various staff members from the
4 Environmental Protection Division. They would
5 look at any additional wetland or conservation
6 impacts if a future development were to occur, as
7 well as access to the conservation easements.
8 Those would have to be maintained or identified.
9 Of course, if there was to be future development,
10 then Development Engineering would look at the
11 access points. But again, that's only if the
12 Board does approve it and they go forward with
13 development.

14 Planning Division, of course, was
15 identifying that there's no entitlements for
16 development rights granted by the vacation of the
17 plat notes, and that Tract A is still required to
18 go through the rezoning process.

19 Considerations identified staff include that
20 the previous conditions of approval require the
21 development and access dedication as part of the
22 original development approval.

23 As approved by the BCC, not only on the land
24 use, but also on the PSP and the plat; and that
25 removal of development and access dedications

1 14.3 percent open space within Tract A.

2 One last bit of information is that the golf
3 course was closed by the owner in April 2016,
4 which brings us to today's request. And today's
5 request is the petition to vacate the development
6 rights to Tract A and the access rights from
7 Tract A to McKinnon Road and Lake Butler
8 Boulevard, dedicated to Orange County per the
9 plat of Butler Bay Unit Three as recorded in plat
10 book 18, page 4.

11 Impacts of the requested action are that the
12 action vacates the development rights and access
13 rights to Tract A golf course only; that the
14 development rights for the conservation area
15 remain in place; the access rights for lot 101
16 remain dedicated to Orange County; and all other
17 easements that were identified on the plat,
18 drainage utility, et cetera, they all remain in
19 place, as well.

20 Note that Florida statutes requires that the
21 applicant show that they own the fee simple title
22 to the whole part of the tract in question and
23 that the vacation will not affect ownership or
24 right of access of persons owning other parts of
25 the subdivision.

1 would allow development beyond the original
2 approval.

3 Also, under old and new cluster zoning, the
4 intention is to provide enhanced living
5 environment through a permanent open space. And
6 also under the old and new code it is allowable
7 for the county -- excuse me -- to accept
8 development rights; and in this case, the County
9 did.

10 Since the original dedication of the
11 development rights intended to provide permanent
12 open space as contemplated in the old and new
13 cluster zoning, the staff recommendation is for
14 denial of the petition to vacate the development
15 rights to Tract A and the access rights from
16 Tract A to McKinnon Road and Lake Butler
17 Boulevard. That concludes my presentation.

18 MAYOR JACOBS: Thank you, Mr. Kunkel.

19 MR. KUNKEL: I and staff are here to answer
20 any questions.

21 MAYOR JACOBS: Any questions at this time?
22 Okay. All right. Thank you. We'll hear first
23 from the applicant. Welcome, sir.

24 MR. NGUYEN: Thank you. Good afternoon,
25 Mayor and Commissioners. We appreciate the

1 opportunity to be heard, and also, I am Truong
2 Nguyen with the Gray Robinson law firm, 301 East
3 Robinson, Orlando, as counsel for the applicant.
4 MAYOR JACOBS: What was your name, sir?
5 MR. NGUYEN: Truong Nguyen, spelled
6 T-R-U-O-N-G. Last name is Nguyen, spelled
7 N-G-U-Y-E-N. I've only had to spell it a million
8 times throughout my career.
9 MAYOR JACOBS: Got it.
10 MR. NGUYEN: I asked my dad to change it to
11 Peter. He didn't think it was -- but now I think
12 I was on the right track.
13 The issue before us is a very narrow issue.
14 I know that there are a lot of folks here who
15 want to talk about the merits of our rezoning
16 application. And that primarily belongs in the
17 rezoning process.
18 The only reason we are here is because P&Z
19 has required that we vacate these plat notes in
20 order to continue with our rezoning application.
21 So the only issue that we have to determine
22 is whether or not our application to vacate the
23 plat notes are appropriate and allowed under
24 Florida § 177.101 subsection 3.
25 I have a very -- I don't have a PowerPoint

1 required us to do that through Planning and
2 Zoning.
3 Our original submission is based upon a
4 comprehensive package to address Planning and
5 Zoning development and of course the development
6 rights.
7 And if you have any questions, I'll be glad
8 to answer them.
9 MAYOR JACOBS: Any questions? No? I think
10 we're good. Thank you. Thank you, sir.
11 MR. NGUYEN: I would like to reserve some
12 time to speak after all this because I've spoken.
13 Thank you.
14 MAYOR JACOBS: You have 12 minutes and 19
15 seconds. Got it, Peter. I'm with you. I'm
16 working on the other, but I got to send your dad
17 a letter. No, I'm just kidding. Thank you.
18 We'll hear, now, from the opposition -- oh,
19 no, I shouldn't say that because I shouldn't
20 assume everybody, but I kind of feel like with
21 all these orange things I think I know where this
22 is going. Members of the public.
23 MR. RAASCH: Mayor, we have 32 speaker
24 cards, many of which have additional time over
25 the three minutes. Just my back-of-the-envelope

1 because our presentation is very, very simple.
2 Mr. Kunkel has kind of laid out the path and we
3 don't dispute why we are here. It is pursuant to
4 the Planning and Zoning's requirement -- thank
5 you -- that we vacate the plat notes 12 and 13 in
6 order to proceed forward with our application.
7 177.101(3) only requires two conditions that we
8 meet in order to have those plat notes vacated.
9 Number one: Applicant owns the entire tract,
10 which we do own, we satisfied. And we show that
11 on our application.
12 Number two is the vacation does not affect
13 ownership or right of convenient access of others
14 in the subdivision. I fail to understand how
15 vacation of the plat note for development rights
16 affect surrounding homeowners' ownership or their
17 access rights.
18 This is the plat notes. This is just the
19 plat notes that refer to the development rights.
20 And that is the only issue that's determined. It
21 is a technical process. It's not based on the
22 merits of our rezoning application. That is to
23 be decided at -- in the rezoning process, as it
24 should be. The only reason we are here, once
25 again, I'll reemphasize, is the County has

1 math, we're looking at 2 hours and 21 minutes of
2 public testimony here today. So we'll go ahead
3 and get started.
4 MAYOR JACOBS: I do regret that I just said
5 that. Honestly, I think I'm still in the mode of
6 the last two where we just had a clear appeal --
7 an appellant and applicant. So go ahead. We
8 have two hours and something minutes. Make
9 yourselves comfortable.
10 MR. RAASCH: First speaker is going to be
11 Mayor Gary Bruhn, followed by Kurt Ardaman, who
12 has ten minutes.
13 MR. BRUHN: Good evening. Gary Bruhn, 108
14 4th Street, Windermere, Florida. Thank you,
15 Mayor. Thank you, Commissioners. First of all,
16 I think I need to preface this for our viewers,
17 audience members, and the hundreds of people that
18 sent me the emails, that Windermere Country Club
19 is not in Windermere. And as a result, Orange
20 County has the authority and the jurisdiction
21 there. But I will say that the adjoining
22 properties are in the town of Windermere, which
23 also means that the road that leads to the front
24 entrance of Windermere Country Club is under the
25 jurisdiction of the town of Windermere; and that

1 means the repair and maintenance falls upon us.
2 As a result of that, next week I actually am
3 hoping that our Councils move forward with a plan
4 of design and engineering of almost a one
5 million-dollar project to the road that is in
6 front of Windermere Elementary School and going
7 right to our town limits, which would be repaving
8 and the addition of another lane in front of
9 Windermere Elementary.
10 If you're not familiar with this area,
11 Windermere Elementary School backs up every
12 drop-off and pick-up time during the day; and if
13 the weather is bad, it's much worse. What we're
14 proposing is to expand the extra lane and
15 increase the roundabout size, which would, at
16 this point in time, clear up our roundabout
17 because what happens is it becomes congested,
18 individuals cannot get through the roundabout,
19 that means if we need to get emergency vehicles
20 to the school or into town, there's no way to get
21 them in. We hope this will improve that.
22 With that being said, the town of Windermere
23 cannot support any kind of initiative that would
24 increase any traffic or congestion to this area
25 that's already congested. Thank you.

1 MAYOR JACOBS: Thank you. Thank you so
2 much, Mayor.
3 MR. ARDAMAN: Mayor, Commissioners. My name
4 is Kurt Ardaman with the Fishback Dominick firm,
5 1947 Lee Road, Winter Park, Florida 32789.
6 Before I kick off, if I could, I had --
7 quite a number of speakers have given me their
8 time. I think I can help expedite, shorten that
9 2-hour 19-minute if you could give me an extra
10 five minutes that would take away five additional
11 speakers that would be three -- 15 minutes. So
12 if you can give me 15, I think also a lot of the
13 folks here would make some of the points that I
14 would make if I had a little extra time.
15 The speaker card I turned in, I think has at
16 least the first seven; and then there was
17 additional five speakers that were attached or
18 assigned to staff. So with your permission, I'd
19 like to have it, if I could. I think it'll help
20 speed things up a little bit.
21 MAYOR JACOBS: Okay. So you're going to
22 have -- you would have a total of 15 minutes.
23 Three minutes is yours; the other 12 minutes
24 means that instead of 36 minutes, we're down to
25 12 minutes?

1 MR. ARDAMAN: A total of 15?
2 MAYOR JACOBS: A total of 15.
3 MR. ARDAMAN: Okay. Yes. Correct.
4 MAYOR JACOBS: Pardon me? Yeah. Oh, no.
5 You will have to -- we'll have to have people
6 stand up to identify those cards to keep
7 everybody honest here. And normally, we limit
8 that to ten minutes, but under the circumstance
9 with the number of people we have here, if we can
10 keep this -- it is within the mayor's discretion,
11 so I will do that if we have people here
12 identifying themselves.
13 MR. RAASCH: Mayor, we did have extra cards
14 submitted for Kurt that weren't included in the
15 overall 32. So those are sitting here. So we do
16 have those.
17 MAYOR JACOBS: And the ones that he's using?
18 MR. RAASCH: Correct. We have Ronald Grubb.
19 MAYOR JACOBS: Mr. Grubb. Thank you, sir.
20 MR. RAASCH: Christine Grubb. John Ryan.
21 Uma Cassi.
22 MAYOR JACOBS: All right. Take that one out
23 for the moment. Go ahead.
24 MR. RAASCH: Bridgette Hicks.
25 MAYOR JACOBS: Thank you, Bridgette.

1 MR. RAASCH: Debbie Gehan.
2 MAYOR JACOBS: Thank you, Debbie.
3 MR. RAASCH: And that's five.
4 MAYOR JACOBS: Where are the other seven?
5 MR. RAASCH: Do you want me to read the
6 other ten?
7 MAYOR JACOBS: There should be seven because
8 he has three. It's going to take us longer to
9 figure this out than we're going to save.
10 Where's that automated system?
11 MR. RAASCH: I've got Tom Mullens. I've got
12 Karen Mullens. I've got Nancy Branley. Walter
13 Monroe. Loreen Monroe. And C. Gary Moody.
14 MAYOR JACOBS: All right. It looks like you
15 may be short about three of your speakers. Are
16 there are three more people who would like to
17 volunteer?
18 MR. ARDAMAN: Yes, I've got --
19 MAYOR JACOBS: I see one, two, three. Oh,
20 my gosh. We'll take them. Deal.
21 MR. ARDAMAN: Mayor, I get 20 minutes. Do I
22 hear 20?
23 MAYOR JACOBS: The first three to walk up
24 and introduce themselves, we'll take your name
25 out of the pile; and we appreciate -- I am quite

1 convinced, with this many people here, there will
2 be a lot of redundancy. And I'm just going to
3 give you a little piece of personal advice. Most
4 of you know I spent about four years of my life
5 doing nothing but volunteering to help homeowners
6 be effective when they walk in these chambers.
7 The best piece of advice I can give you is be
8 brief. If somebody's already said it, don't say
9 it over and over again. Believe it or not, we're
10 mostly -- mostly listening and we usually get
11 it -- maybe the third time, but not -- we don't
12 need 30, so save yourself some time.

13 And then thirdly, respect amongst each other
14 is extremely important. So if you disagree with
15 somebody, you can give me a thumbs down, but no
16 oral outcries. And, again, if you're in support
17 of something, no cheering, no clapping. Thumbs
18 up, hands up, any of that will help us know how
19 much you're supporting this. And direct your
20 comments directly at us and not each other.

21 And I think that's pretty much it. Those
22 are our ground rules. And we welcome you and
23 thank you for being here. Mr. Ardaman, go ahead.

24 MR. ARDAMAN: Thank you, Mayor. Thank you,
25 Commissioners. It's a privilege to represent the

1 Windermere Club Homeowners' Association. This is
2 an issue, as you noted, Mayor, which would
3 typically not get a lot of attention, except this
4 is a peculiar petition to vacate and abandon the
5 notes on the plat which key to the development
6 rights and the access rights that were granted by
7 the original developer to the County Commission
8 as an, effectively, trustee for these homeowners
9 and the public.

10 I'd briefly like to address what Peter said
11 earlier; and that was with respect to 177.101(3).
12 That's really Truong. There are additional
13 requirements beyond the statutory requirements in
14 your code that are required to be met in order
15 for a petition to vacate to be granted and I will
16 touch on those. Here we go.

17 There's four primary reasons why we would
18 request the Commission deny the petition to
19 vacate. Tract A, which is the golf course --
20 it's shown, it's referenced as Tract A -- it's
21 permanent open space under the county code.
22 That's what your staff has said. I'm going to
23 lay that out clearly so there's no question about
24 it.

25 Number two, the requirements for the plat

1 vacation under the county code and the Florida
2 statutes cannot be met by this applicant's
3 application.

4 Number three, the private and public
5 easement rights over Tract A are actually held,
6 in part, not only by the individual owners of the
7 plat that purchased lots in here, but also the
8 HOA with no ARB approval.

9 Finally, there is no authority, we don't
10 believe, to transfer or vacate these development
11 rights in this case. And what I'm going to show
12 you, I think hopefully will convince you of that.
13 And then I'll give you a quick summary at the
14 end.

15 Chronology. Briefly, staff touched on it.
16 1985. Many, many years ago Tract A was part of
17 the 502-acre tract. It was rezoned back then to
18 RCE cluster. And that's very important because
19 that cluster designation, both now today and back
20 when this was adopted, had very comparable, in
21 fact, some identical provisions that apply here.

22 But as part of that rezoning to RCEC, it
23 actually incorporates the cluster plan as part of
24 the rezoning -- part of the zoning. And it
25 requires, clearly, you'll see, this 38 percent of

1 the entire 502 acres be in open space. That's
2 190 acres of that 502.

3 February 1986, soon after the zoning, the
4 developer -- the then developer and the county
5 entered into a development agreement that
6 required Tract A development rights -- the
7 development rights to be dedicated to Orange
8 County. So that's a development agreement that
9 happened soon after the zoning that said you got
10 to put 190 acres in open space.

11 Then on July 21st, 1986, the developer --
12 the then developer -- platted, and the county
13 accepted and approved the Butler Bay Unit Three
14 plat, which dedicated the development rights and
15 access rights over Tract A to Orange County.

16 This -- the outline in green is Tract A on
17 the plat. This actually -- this picture in front
18 of you shows in green Tract A; and the black also
19 is the additional part of Unit Three.

20 The first basis for denial I mentioned
21 petition to vacate, Tract A is permanent open
22 space under the county code. This is your old
23 code. This is what existed back when this
24 development came through the process. So jump
25 back -- what is it? -- 30 something years. These

1 provisions are critical.
2 These provisions actually exist under
3 today's code identically. The purpose and intent
4 to -- this was rezoned under the cluster district
5 zoning in effect then. It still applies today.
6 To enhance the living environment through the
7 creation of permanent open space. Not temporary.
8 Not just, okay, a little. Permanent open space.
9 Number seven of this particular provision to
10 encourage, when a developer came in back then, as
11 he does today, and he or she wants to do a
12 cluster development plan, they can -- you can do
13 it. They can do it. But it's to encourage the
14 dedication of public lands which serve and
15 benefit the community.
16 Part of the process -- the location of the
17 common open space and the percent gross land area
18 is required to be shown. That was, in this case,
19 as you have seen and will see.
20 Same code section back then. These also --
21 provisions like this exist in the current code
22 section 38.557 today as well. Back then, all
23 common open space areas shall be shown on the
24 cluster development plan.
25 Number two: A method shall be provided for

1 Development shall be in accordance with the
2 cluster plan. That's a big picture, which you
3 have in your packet that's says -- it's dated
4 February 8, 1985, the zoning resolution. If you
5 go on down, right below that you see it says
6 "Received February 8, 1985." That's what's
7 referenced in your condition eight.
8 On the right-hand -- lower right-hand side
9 it says "Open space, 38 percent of gross area."
10 That's part of your zoning that applies --
11 applied then and applies today.
12 All right. Then, developer's agreement. We
13 talked about that. In that developer's agreement
14 in 1986, condition 12 required dedication of the
15 development rights over Tract A to the county.
16 Section six confirms those conditions of
17 approval. Assure compatibility of development on
18 the property with surrounding development and
19 surrounding environment. You're going to hear
20 from some of the surrounding neighbors, as well.
21 Then it was platted. And that's the thing
22 that most people key to. And that's what's
23 before you today is the petition to vacate. Note
24 12, development rights -- this is the quote --
25 development rights to the conservation

1 assuring common open space in perpetuity by
2 transferring ownership to a trustee or by some
3 other method acceptable to this Board.
4 You did not dedicate it to a trustee back
5 then that said "trustee." The county commission
6 back then used these code sections, said convey
7 those development rights to the county,
8 effectively making the county the trustee.
9 Three: The owner shall offer -- which the
10 developer did back then -- to dedicate the
11 development rights for all common open space to
12 Orange County. He did it. The county accepted
13 it. Another provision of this critical code, if
14 the county refuses that dedication -- which you
15 could have done back then -- an alternative must
16 still guarantee the common open space areas shall
17 maintain the natural character of the area.
18 Here's the zoning that was done back in
19 1985. Ed Spommer Butler Bay cluster plan was
20 there. You see in that first, Ed Williams, the
21 Planning Director gave a staff report. I had to
22 hire for this case. Ed, where are you? This is
23 why we are here is because of Ed.
24 Number eight: The -- this is important.
25 This is one of the conditions to the zoning.

1 easement -- because there's a conservation
2 easement on here -- and Tract A, which includes
3 the conservation easement dedicated to Orange
4 County, Florida. Plat note 13, the access rights
5 from 101 and Tract A are dedicated to Orange
6 County.
7 The developer will, in his rebuttal, I'm
8 sure, make a distinction saying that there's a
9 difference between open space, common open space,
10 and common area under your code. Well, they have
11 slightly different definitions. In fact, there's
12 no definition that we've found for common area.
13 But open space and common open space are defined.
14 Under both those definitions, Tract A and
15 what the county commission required back then,
16 this falls. All open space dedicated as part of
17 the cluster district is permanent, regardless of
18 whether it constitutes common open space or
19 common area.
20 Here's part of your code, both then and now.
21 The county code provides that one of the
22 primary purposes of cluster zoning -- that's
23 what this is -- is to enhance the living
24 environment through the creation of permanent
25 open space. Private ownership of Tract A is

1 irrelevant to the status as open space.
2 The developer likely, on its reguttal, will
3 make the make a point. Tract A is owned by
4 somebody different than developed all those lots.
5 So you can't hold us hostage to all those -- all
6 these homeowners here that are objecting to the
7 petition to vacate because a different developer
8 of Tract A than developed the lots.
9 The point is it was all approved by one
10 developer or multiple -- if you look at the plat,
11 on the plat there's multiple developers that
12 signed off on it. It, on the plat, was a single
13 plat. It wasn't two separate plats. That plat
14 and the dedications that occurred on that plat
15 are looked at -- every time a lot is bought and
16 sold by a deed that refers to that plat they see
17 Tract A and the dedication of the development
18 rights and the dedication of the access rights to
19 the county.
20 So every time over the last 35-something
21 years that people have bought and sold property,
22 they key to the plat. They don't go back and try
23 to figure out what developer owned what back
24 when.
25 And so, also under the old code it expressly

1 contemplated the use of a private golf course as
2 open space. Because they're going to say it's no
3 longer a golf course. We closed it. So it's not
4 longer -- since it's no longer a golf course, got
5 to get rid of it. Doesn't matter. That was just
6 something that open space could have been, and
7 was, under the old code -- under the old code.
8 It's not only a golf course; it was Tract A. All
9 right. Tract A is a permanent open space.
10 Second basis for denial -- I'm going to have
11 to pick it up and this is going to get shorter --
12 the plat vacation requirements under the county
13 code and statutes cannot be met. This is your
14 code. Mr. Truong did not talk about this.
15 30-83(e) says you can vacate a plat. You've got
16 authority under your code to do that -- or parts
17 of a plat. But if you do that, it can be only
18 under the circumstances if there's no reversion
19 can occur where the subdivision street and
20 drainage improvements have been completed.
21 Reversion means vacate a plat. Here, the
22 streets -- the subdivision streets and the
23 drainage have been built. There's no question
24 about it. So once that's done, it's locked in
25 stone.

1 Next, the subdivision streets, as I've
2 mentioned, have been completed. The code
3 precludes vacation of the dedicated -- of
4 those -- of the access rights.
5 Under the statute -- Mr. Nguyen actually
6 talked about this section, as well, of the code.
7 Your staff talked about it. Here we go. The
8 vacation will not affect the ownership or right
9 of convenient access of persons owning other
10 parts of the subdivision. Subdivision includes
11 the entire plat; not some part of it. It's all
12 of it. That's every one of these lot owners in
13 the subdivision -- 150 lots.
14 We actually commissioned an appraisal by
15 Dreggors and Associates. He's a certified
16 general real estate appraiser. He concludes --
17 and this is important because this is one of the
18 reasons how this vacation affects the ownership
19 rights of all the homeowners here. He concludes
20 that if the Commission were to vacate these
21 rights and allow this gentleman to go forward
22 with a development of Tract A with 95 homes, it
23 will adversely affect the value of the homes
24 within Windermere Club subdivision. In his
25 opinion, our appraiser's opinion, this reduction

1 could be as much as 20 percent. He actually
2 compared -- it's 10 -- 5 to 20 percent.
3 If it was 20 -- and that's -- he used -- he
4 actually included all the property appraiser's
5 value. If you use that 20 percent, loss of over
6 \$18 million to these homeowners.
7 So under that provision, not only would it
8 reduce the homeowners' value, it would also
9 reduce -- interfere with their easement rights.
10 And I'll talk about that momentarily.
11 So the law is clear the county may not grant
12 the petition to vacate except upon a showing of
13 the statutory and county code requirements. The
14 county code requirements cannot be met. The
15 statute requirements cannot be met.
16 The third basis for denial: Existing
17 private and public easements over Tract A.
18 Here's Tract A. The yellow parts right there
19 that you see on your slide, those are drainage
20 easements -- it's hard to read that --
21 conservation easements and mitigation areas.
22 Also, if you look down at the very bottom of the
23 slide, that's where it abuts. That's where this
24 Tract A abuts Lake Butler Boulevard. The HOA has
25 an express easement over that with respect to a

1 wall, a sign area, sidewalk. That's an HOA
2 easement.

3 Here's a blow-up of what's on the various
4 plats. It's a 50-foot landscaped wall sign area.
5 I don't know how you put this proposed road that
6 he's proposing right here through the HOA's wall
7 easement if you were to happen to give him back
8 his -- give him development rights or access
9 rights.

10 Private rights and public easements. I
11 don't want to get into law too much at all with
12 respect to this. However, when a plat occurs and
13 there are common areas that are dedicated or
14 development rights that are dedicated, what
15 happens and is shown on that plat gives each of
16 the homeowners and the association private
17 easement rights, even if it says it's dedicated
18 to the -- dedicated to the public.

19 When folks buy a piece of property,
20 especially a home shown on a plat, they look at
21 that plat and that's what creates -- that
22 platting and their purchase and sale, that's what
23 creates those what are typically referred to as
24 negative easements.

25 So Windermere Club homeowners have private

1 easement rights in all public dedications on Unit
2 Three plat as a result of having purchased lots.
3 There. The original declaration governs the
4 Tract A.

5 The developer's going to say, "Oh, the
6 original declaration is gone. It's been replaced
7 with a restated declaration."

8 If you look carefully -- and this is really
9 not for -- this is a private kind of matter. But
10 if you look carefully, the HOA and its
11 architectural review board still have rights to
12 approve development on Tract A. It's not been
13 given.

14 Key point under that. We just talked about
15 them. I don't want to have to rehash those. The
16 fourth basis for denial petition to vacate.
17 There's no authority to transfer or vacate the
18 development rights. This is somewhat interesting
19 here.

20 I hate to talk about some cases, but it's
21 pretty important. It's well settled that where
22 lands have been dedicated to a municipality or
23 county, the municipality holds the title in trust
24 for the public and has no power unless
25 specifically authorized by the legislature -- in

1 this case, the county, potentially -- to sell or
2 appropriate such lands for the use and benefit of
3 private interest, which is clearly what
4 Mr. DeCunha and his lawyer and engineers are
5 proposing.

6 In that case, the Court held that a
7 municipality had no authority to transfer
8 riparian rights to public dedicated -- publicly
9 dedicated property since not specifically
10 authorized under the statute. Similarly here,
11 there's no authority under the statute or the
12 county's charter codes to transfer those
13 development rights. We won't talk about that.

14 Reliance. These homeowners relied -- when
15 they purchased on that plat, they relied on the
16 community layout. It's not just a golf course
17 even though on the plat it says golf course. It
18 is open space. And you have to go through what I
19 just went through for you to understand that
20 history. You actually implemented that
21 dedication of open space by requiring the
22 developer to do all those things.

23 The bottom line, it would be unfair and
24 unreasonable to grant a petition to vacate in
25 this case. This plat vacation, if you chose to

1 do so, would violate the public trust and set a
2 dangerous precedent. It would support an
3 interpretation of your code --

4 MAYOR JACOBS: Okay. I've got to cut you
5 off.

6 MR. ARDAMAN: -- allowing future developers
7 to [inaudible] a windfall. Thank you.

8 MAYOR JACOBS: Kurt, don't make me use the
9 gavel. Thank you.

10 MR. ARDAMAN: That was pretty good, though,
11 Mayor.

12 MAYOR JACOBS: It was pretty good. I
13 thought you were actually going to make it on
14 time, but you didn't.

15 MR. ARDAMAN: We're going to submit these
16 documents into the record. My paralegal is going
17 to hand them out.

18 MAYOR JACOBS: All right. Good job, guys.
19 Thanks for listening. Thank you.

20 MR. WILLIAMS: I believe some time has been
21 donated. I have five or seven minutes. I will
22 not speak as fast nor as long as Mr. Ardaman.

23 MAYOR JACOBS: Did you imagine back then
24 that you were actually going to get paid to be
25 here to explain yourself?

1 MR. WILLIAMS: I'm glad to have the
2 opportunity.

3 MR. BOYD: Mayor.

4 MAYOR JACOBS: Yes. I'm sorry.
5 Commissioner Boyd.

6 MR. BOYD: I do want to make one quick
7 comment. I notice there is a spelling on
8 McKinnon that is wrong; and I'm going to have to
9 blame you. It's my great-great-grandfather was
10 what that name of this road -- that road was
11 named after. So, you have an E in there instead
12 of an I.

13 MR. WILLIAMS: I did not prepare those
14 plans. The applicant did.

15 MAYOR JACOBS: Well, you've been waiting a
16 while to have that conversation in a public
17 forum. Oh, good. Here. Just give us a second
18 to read this. Yeah, somebody's transcribing --
19 or what do you call it? I'm sorry. Court
20 reporters are there. For the record, this is
21 about two and a half inches' worth of paper.
22 Thank you.

23 AUDIENCE PARTICIPANT: I feel like --

24 MAYOR JACOBS: Are you guys -- by the way,
25 are you all okay? Do you need a break? Thank

1 an important consideration in '81.

2 And along in '84, '85, the applicant or the
3 owner of this development was not able to sell a
4 lot of their lots. There were a lot of 1-acre
5 lot subdivisions in southwest Orange County. A
6 lot of people didn't want to own that much land
7 and be responsible for it in cleaning up and
8 taking care of it.

9 So the developer figured, "I need to get
10 half-acre lots." And there was a mechanism --
11 the cluster zoning district. And he came and met
12 with staff and approached us about doing a
13 cluster on the project. He proposed a golf
14 course, which was an amenity that he could make
15 money off of, as well as provide the owners of
16 homes that wanted to live on golf courses that
17 opportunity.

18 He was now able to sell lots quicker. He
19 was able to charge a premium for the golf course
20 lots, as well as the lakefront, and he was able
21 to build half-acre lots and less than one-acre
22 lots on the lakes, which was unheard of because
23 of the Butler Chain requirement of one-acre lots
24 in that area.

25 The developer got substantial benefits by

1 you.

2 MR. WILLIAMS: I feel like I've been knifed
3 in the back by the person who hired me. I am Ed
4 Williams, Williams Development Services, 920
5 South Delaney Avenue, Orlando.

6 From 1978 till 1992, I was employed by
7 Orange County planning; the last eight years as
8 the planning director. I would comment that
9 staff has come to the right decision and, as the
10 applicant said, it's very simple. If you vacate
11 these plat notes, you will be doing away with a
12 substantial portion of the permanent open space
13 that was required.

14 But I have to go back in history further
15 than staff and Kurt did to explain why that is
16 important. This project was originally approved
17 as an RCE 1-acre lot subdivision on all of these
18 properties in 1981.

19 You'll remember the difference in RCE back
20 then was that retention ponds were not required
21 in the subdivision. Retention was provided by
22 roadside swales. We hadn't been sophisticated
23 enough to have our own wetland protection
24 ordinance at that time, so lots were allowed to
25 be platted into conservation areas and that was

1 doing that. We didn't ask him to come to the
2 county and do it. He approached us. He had a
3 problem. He found a very good way to solve it
4 that got him tremendous benefits. He was paid in
5 full.

6 He was paid in full, and yet he had one
7 requirement: Donate the development rights so
8 those permanent areas that we relied on to give
9 him all those benefits would be protected. Now a
10 different owner of the golf course has come along
11 and said, "I want to double dip. I want to be
12 repaid for what the original guy was paid for."

13 And it's going to cost these homeowners to
14 do that. So I would argue strenuously that we
15 should not consider doing that and vacating those
16 notes on the plat.

17 This isn't the first time that development
18 of open space in this project have been proposed.
19 Some of you may recall that the rec area on Park
20 Avenue was proposed to be developed into lots.
21 That was denied. It is now owned by the city of
22 Windermere; and the Manors, which was part of
23 this project did annex into the town of
24 Windermere.

25 You as a board have faced this issue of golf

1 courses closing several times over the last few
2 years on a number of courses. Often, the problem
3 in those cases is the residents didn't have any
4 protections in their plan developments or in the
5 developments that had the golf course.
6 In this case, you have the protections in
7 place. You have the dedication of development
8 rights that those other courses didn't have.
9 You're being asked to give those up. That
10 doesn't make a lot of sense to me to do that in
11 the one case where you have legitimate
12 protections in place.
13 Over the last year, I had the opportunity to
14 speak with just about all the homeowners. And in
15 their comments tonight, you're going to hear
16 certain recurring themes. They relied very
17 heavily on the golf course and open space
18 component when they made their purchase. They
19 paid a premium to be on that golf course open
20 space.
21 When they did their due diligence, they
22 relied on the conditions of approval, the
23 developer's agreement, and the plat, all of which
24 required that be dedicated and the development
25 rights be dedicated so that it would be

1 permanent. They're relying on you to maintain
2 those protections.
3 They also understood that when the course
4 closed or is abandoned that the open space is
5 going to be ugly for a year, two years. Could be
6 even longer. But they also know that with time
7 the environment will heal and it will turn back
8 into a natural open space area.
9 They aren't under any false dreams that it
10 would be a mowed lawn for the rest of their life.
11 They know it is going to be difficult for the
12 next year to two years. But the environment will
13 heal and it will become a natural open space area
14 that has value and has amenity that they paid for
15 when they purchased.
16 It's also interesting that in the Gotha --
17 project you're still requiring those donations of
18 development rights on permanent open space.
19 There's a certain lot that you have recently
20 placed that condition on. So it's one that we
21 should not consider giving up or giving up
22 lightly.
23 The original developer got a great deal of
24 value from going to the cluster. Please don't
25 undo that. And we recommend that you deny the

1 petition to vacate. I'll be happy to answer any
2 questions.
3 MAYOR JACOBS: Thank you. Any questions?
4 MR. WILLIAMS: Thank you very much.
5 MAYOR JACOBS: Great job. Thank you. Okay.
6 Next up.
7 MR. RAASCH: All right. The next three
8 speakers are going to be Cathy Novokowsky, René
9 Herring and Larry Herring. Each of you have
10 three minutes. Name and address, please, for the
11 record.
12 MAYOR JACOBS: Welcome.
13 MS. NOVOKOWSKY: Hi. Thank you. Cathy
14 Novokowsky, 12917 Water Point Boulevard. I'm
15 actually speaking for a neighbor who -- her
16 daughter is having her first grandchild right
17 now, so I'm just reading hers.
18 We've been Central Florida residents since
19 1980. We experienced several areas of town --
20 east, west, even Kissimmee -- and ultimately
21 chose to build our life in West Orange County
22 because of proximity to our employer, Walt Disney
23 World, and the rural nature.
24 In 1998 we had worked hard for 18 years to
25 save enough for a home in Windermere, the crown

1 jewel of the county, in Waterford Point directly
2 across the street from Windermere Club. We chose
3 it because of the quality of life for raising
4 children that low-density development provides:
5 Quiet, lower traffic, less crime, outdoor
6 fitness, and overall beauty.
7 Even then, there seemed to be a race to pave
8 over and develop the rest of Orange County beyond
9 all recognition. We paid extra to escape
10 unbridled development. We voted out officials
11 who supported that. At that time, one of the
12 selling points and amenities in Waterford Point
13 was access to a special tier membership in the
14 Windermere Country Club. There was even a gate
15 to the golf course just for our neighborhood.
16 That was a resale feature that we no longer have,
17 which directly impacts resale value. It was
18 taken away with new ownership.
19 We don't even like golf, but we love golf
20 courses because of the atmosphere and positive
21 economic impact on property and resale value
22 inherent in communities with a golf course. As a
23 Disney executive family, we have extensive
24 privileges at the amazing Disney courses. So if
25 golf were our ultimate goal, we wouldn't need to

1 pay extra to live here. And yet we do. It's
2 that nice and that important to us.
3 We have witnessed a sharp and obvious
4 intentional decline in appearance, maintenance,
5 outreach to prospective members, treatment of
6 current members, and viability to the entire
7 Windermere Club, including the clubhouse where
8 our nephew was married once upon a time, also no
9 longer an option to local residents.
10 The current distress, uncertainty, and
11 decline in property values of Windermere Club
12 homes is sloshing over to adjacent neighborhoods
13 like our own. No one wants to live by a derelict
14 weed farm mired in litigation.
15 And Andy asks some questions about your
16 legacy in regards to as public servants to not
17 reinforce the ethical, dishonest, and, some even
18 say, evil practices of developers who destroy the
19 investments of unsuspecting homeowners for their
20 own gain; and hope that you won't let this carry
21 on for a long period of time and that we're
22 counting on you to protect us and ask -- she
23 asks, "What is your vision for our once
24 beautiful, pastoral county? Isn't Horizon West
25 progress enough? And will this small gain in tax

1 to 5 minutes. This is without the 230 cars.
2 The distance to the post office, I clocked
3 this today because I have to go by the school,
4 which Mayor Bruhn talked about. It's four miles.
5 It took me 15 minutes. Five miles an hour
6 through town.
7 I noticed there were road counters down by
8 the Windermere School a couple of weeks ago. I
9 would like for you to put counters in front of
10 the Windermere Club, Lake Buynak, and also at the
11 intersection of 535 and Lake Butler to adequately
12 assess the number of cars in our area.
13 We're at gridlock in Windermere right now at
14 particular times. When the developer has said,
15 "Sorry, there will be no additional traffic
16 within the existing lot subdivision roads." Yes,
17 within the subdivision there's not a problem.
18 But for the rest of us there is.
19 So I just have to, in listening to all the
20 problems that were presented to you today, all of
21 them kind of boil down to two simple statements.
22 Is it quality of life or is it quantity of
23 profit? Thank you.
24 MAYOR JACOBS: Thank you. Welcome, sir.
25 MR. HERRING: Mayor, Commissioners. My name

1 base of this proposal be worth your reputation
2 and hit to the area?" Thank you.
3 MAYOR JACOBS: Thank you.
4 MS. HERRING: Hi. My name is René Herring.
5 I reside at 3714 Lake Buynak, which is right in
6 behind the golf course. Last night I was not
7 able to sleep, so I decided to get up and do some
8 statistical evaluation of the traffic situation.
9 So I want to give this to you.
10 I'm just going to go through this. I handed
11 this out to several people here. I went into the
12 census demographics for Windermere from 2010. It
13 says 43 of the percent of the houses in
14 Windermere have three cars per household. So we
15 have 95 homes proposed here by .43 -- 43 percent.
16 That's 41 homes. Forty-one homes times three is
17 122 cars. The rest of the 54 homes, I'm going to
18 say, have two cars per house. That will be 108
19 cars. So we have a total of 230 more cars in
20 this immediate area.
21 There's no additional roads to accommodate
22 these numbers. I go to work every day in
23 Windermere. From 8:00 a.m. to 8:45, the average
24 wait time at Lake Buynak and Lake Butler
25 Boulevard is 10 to 15 minutes. It used to be 2

1 is Larry Herring. I live at 3714 Lake Buynak
2 Road. I moved there in 1979, so I've been there
3 for 37 years. I've seen this Country Club be
4 planned and put into motion and built.
5 First of all, I'll say that people need to
6 rely upon what they bought. And those people in
7 the country club, they need to be able to rely
8 upon what the agreement was.
9 Traffic -- my wife talked about the traffic.
10 And I drive from Winter Park back to Windermere
11 every evening after working in Winter Park. And
12 if I happen to come back kind of mid-day or
13 something, traffic on 535 going south to Lake
14 Butler Boulevard is just backed up unbelievably.
15 I guess I don't need to tell you what the
16 traffic is like going into Windermere on Conroy
17 Windermere Road at rush hour. It's backed up
18 nearly from where Apopka Vineland Road is, all
19 the way into Main Street in Windermere. And so,
20 you know, several hundred more cars on that
21 route, it's going to be a big disaster.
22 I think this added congestion creates a
23 public safety issue. I think that it's possible
24 the roads need to be widened, as we heard about
25 here. Traffic reports are needed. Studies need

1 to be done.

2 This is a residential community. Changes
3 proposed would cause increased crime, probably
4 dumping and trash on the roads and things like
5 that. Greater demand on the schools, too. And
6 the schools are maxed out.

7 The property values will probably decrease
8 because somebody will say, "Well, I'd rather buy
9 a new home in this new subdivision than a house
10 that's 20 years old or something."

11 The county needs to protect the interests of
12 the property owners; and that's what I'm doing
13 here today to urge that. So, thank you for your
14 time and great efforts.

15 MAYOR JACOBS: Thank you, sir.

16 MR. RAASCH: Next speaker is going to be
17 Chris Yarn, three minutes; followed by Alberto
18 Lugo-Janer and Jim McAvoy.

19 MR. YARN: How's it going? It's Chris Yarn,
20 306 Prairie Dune Way, Orlando, Florida. I'm not
21 over in the Windermere area; however, some of us
22 here from Eastwood Golf Course, Eastwood
23 community are here today to support our friends
24 over in Windermere.

25 I just wanted to point out three quick

1 and I was talking to somebody about it -- I don't
2 quite understand the process of my house is worth
3 \$250,000. I can't say, "Well, I want to build a
4 third and fourth story on it, but I need approval
5 from the county first to do so. So now it's
6 worth \$750,000." I've seen newspaper articles
7 referring to courses that are now worth three,
8 four, five million dollars of land they can't
9 even develop because it's designated open space.
10 I don't quite understand that.

11 The last thing I wanted to bring up and ask
12 you guys about to think about is land use
13 abandonment ordinances. I know you guys had it
14 on your agenda as commissioners at some point. I
15 think it was about three or four months ago you
16 discussed it. Has the county given any further
17 look at making these rules more stringent when
18 somebody just up and decides to abandon a golf
19 course so you don't have an entire community of
20 people now with decreased home values? Has there
21 been any adjustment to -- or plans to make an
22 adjustment to future land use abandonment
23 ordinances in this county? That's it.

24 MAYOR JACOBS: Thank you.

25 MR. YARN: Can you respond to the question?

1 things to the county. The first one is, that I
2 haven't heard yet, I don't understand this, as a
3 tax-paying resident with two homes in Orange
4 County. This is plain and simple. In most of
5 these cases that we've seen here in Orange
6 County, Seminole County, all over the state of
7 Florida, these are out-of-state business owners
8 that are, in our case, partially owned by
9 development companies. This is a bailout, plain
10 and simple. Okay? These are businesses that
11 have run their golf courses into the ground.
12 Jennifer Thompson said it best, I think, in the
13 Orlando Sentinel: Why would we reward somebody
14 for running a business into the ground?

15 From everybody that I've talked to in the
16 lobby, this is extremely similar to what has
17 happened. You can go online. You can read
18 reviews on this course from 2010 and just see the
19 decline in reputation of the golf course. Go on
20 and look it up.

21 It's pretty clear this gentleman has had no
22 intention of running a profitable golf course.
23 His intention is to purchase the course, run it
24 into the ground, then try and develop it.

25 The second thing, I'd just like to ask --

1 MAYOR JACOBS: Actually, I would, except
2 that that's not how we conduct these hearings.
3 And only from the standpoint of if I respond to
4 you we will get into a question and answer; and
5 this is really testimony. So I do have an answer
6 for you, but I don't want to open up Pandora's
7 box here to a debate or -- thank you -- or we'll
8 be here all night. And I think I got some thumbs
9 up, so we don't want to be here all night. Thank
10 you, guys.

11 MR. MCAVOY: Mayor, Commissioners. I'm Jim
12 McAvoy. I live at 2937 Butler Bay Drive North in
13 Windermere.

14 We bought our house just about four years
15 ago. And we're not golfers, but we were
16 attracted to the community because of the golf
17 course. We were interested in the social aspects
18 of the golf course; and once we bought our home,
19 we expected someone would contact us about
20 joining the club. Nothing ever happened. We
21 made two trips to the club asking for materials
22 and finally obtained a few sheets of paper with a
23 rate card, and were never contacted again.

24 So no one followed up with us. No one
25 reached out. No one tried to close the sale. So

1 ours is just one example -- and I think you're
2 going to hear others -- of how the club owner
3 simply did not run the club professionally or
4 market it aggressively. He either was not an
5 effective businessman or he had other motives.

6 I believe, and others here, I believe agree,
7 that if Mr. DeCunha's plan was, all along, to let
8 the club decline and to have -- force it into the
9 situation it is today and to development for
10 homes.

11 So there is a key question I think you need
12 to ask yourself. Mr. DeCunha's lawyer tries to
13 make the case that this is only a procedural
14 decision that you're facing. But I think it's
15 actually something more. It has to do with
16 someone who is taking advantage of his ownership
17 of the property, letting it go into decline,
18 damaging all of our homeowners' values, our --
19 the values of our homes -- and then coming to you
20 and asking you to bail him out. And I don't
21 think that's something that you should do. Thank
22 you.

23 MR. RAASCH: Next speaker I have Leigh Ann
24 Dyal. Leigh Ann Dyal. And I have two cards from
25 you, so we're just going to use one. And you

1 of 2015.

2 Since that time, I have lived up to what the
3 residents requested. In addition, I have gotten
4 all the surrounding neighborhoods involved:
5 Waterford Point, Lake Buynak, Windermere Grand,
6 and Estates of Windermere. I have made flyers,
7 signs, T-shirts, and put together an excellent
8 team with social media to make people aware of
9 the situation. Communication is the key.

10 Since then, I have received countless phone
11 calls and emails from residents and non-residents
12 adamantly opposed to the development of Tract A
13 for houses and are in shock that the permanent
14 open space was at risk.

15 Our HOA board has had meetings with Bryan
16 DeCunha and his lawyers and engineers where Bryan
17 DeCunha relentlessly demands development of
18 houses and refuses to consider any potential
19 further golf course operations -- golf course
20 operations or selling to a true golf course
21 operator and refuses to give the homeowners
22 association any price to sell Tract A.

23 When I purchased my property in 1989, I
24 relied on the Tract A platted open space that was
25 set up by Orange County in 1985. That space, as

1 have five minutes. I'm showing you have a Johnny
2 Dyal and we also have a Mary Burke. Are they
3 present?

4 MR. NELSON: Where is Mary Burke?

5 MR. RAASCH: Right there. Five minutes.
6 Name and address for the record. Thank you.

7 MS. DYAL: My name is Leigh Ann Dyal. I
8 live at 12742 Butler Bay Court. I'm speaking to
9 you today as a long-term homeowner and a
10 president of the Windermere Country Club
11 Homeowners Association. I have lived in
12 Windermere for 50 years and the Windermere
13 Country Club for 20 of those.

14 I do remember when Kirkman Road was a dirt
15 road and there was a blinker light at the corner
16 of Apopka Vineland and Conroy Windermere Road.
17 Boy, have things changed.

18 Two years ago, I went door-to-door with a
19 petition to the homeowners against the
20 development. I received 133 out of 147 homes
21 against development.

22 There were six homes in foreclosure and two
23 homes didn't care if they were developed or
24 not -- if there was development or not. I gave
25 those petitions to Commissioner Boyd in January

1 we all know, was permanent open space.

2 On a personal note, I lost my children in
3 2005. My community, the Windermere Club, became
4 my family. They were all by my side and still
5 are today. This is why I decided to stay in my
6 home. Within two weeks after their death, my
7 neighbors from the Windermere Country Club raised
8 enough money to dedicate the soccer fields at
9 the Roper YMCA in Elyse and Ian's names. There
10 are life-size statutes there in front of the
11 fields. You're more than welcome to visit.

12 We have all grown up together and want to
13 grow old together in our homes, not houses, with
14 permanent open space. Thank you so much for
15 listening.

16 MR. RAASCH: Next speaker will be Ademola
17 Adewale, followed by Tim Flaherty, followed by
18 Mike Miln, three minutes each. Not present?
19 Okay. We'll move on to Fred Hernandez.

20 MR. HERNANDEZ: Good evening, Mayor and
21 Commissioners. Appreciate the opportunity to
22 talk to you about my experience at Windermere
23 Club. About seven or eight years ago --

24 MR. RAASCH: Name and address for the
25 record.

1 MR HERNANDEZ: Oh, excuse me. Fred
2 Hernandez, 3177 Butler Bay Drive, Orange County,
3 Windermere, Florida, the happiest place on earth.
4 So, about seven or eight years ago, I was
5 transferred down here by my company. My wife and
6 I started a search. We went first to the
7 Kingsford area, also to Oxford Moor. We looked
8 at purchasing a home that my wife loved at Oxford
9 Moor. I'm a conservative guy. We did some due
10 diligence. I go over to Orange County Assessor's
11 office and, lo and behold, they're planning a
12 school. There's a potential to plan a school.
13 So my wife and I argue, no we're not moving
14 there. So we luckily enough found a place in
15 Windermere Club. Now, the reason I'm telling you
16 this is because I was never expecting not to have
17 the green space that the golf course provided.
18 Now, like many of us, we're -- I'm a golfer.
19 I used to come here and visit members when I
20 lived out in Boston. Those members perceived
21 Windermere Club, and I saw Windermere Country
22 Club to be the top end of the golfing community.
23 When I moved here I was expecting the same
24 thing. It's not. It was not. And it continued
25 to decline; and you can see what it is today.

1 Today I mow the front lawn of the Windermere
2 Country Club because the current owner does not.
3 And I don't like to see it, so I drive my lawn
4 mower 500 yards to mow that space because they
5 don't maintain it.
6 They do a little bit inside the golf course,
7 but they don't do anything in the surrounding
8 area that actually impacts us.
9 With this development, I don't know if
10 you've noticed, but right now it takes
11 considerable amount of time with all the
12 development going on to get onto 429 to get onto
13 the 535. It's unbelievable. The roads are
14 already stressed. The police -- the amazing
15 police and fire people from the Windermere police
16 and Orange County are stressed. There's no
17 budget for them. I hear it all the time. And
18 now we are asking them to do more. Another 95
19 homes.
20 We also have Toll Brothers down the street.
21 I bet you that within three miles of our club,
22 Windermere Club, within three miles there are at
23 least another hundred or two hundred more homes
24 going up, let alone apartment buildings. The
25 stress to the environment is unbelievable.

1 Now, the current owner talks about providing
2 about a million dollars' worth of something for
3 us to go along with it. I just got that letter.
4 It doesn't talk about the stress it's going to
5 put on our septic tanks, on our lakes, and on our
6 water. We -- most of us have well water, you
7 know. That is going to be impacted significantly
8 by the building of those homes.
9 Those new homes, apparently, he says, are
10 going to have city water and city sewer. This,
11 the existing development, it's not. And that's
12 going to be a great impact.
13 I think I'm done here. I've got a whole
14 thing to talk to you about, but I thank you for
15 your time.
16 MAYOR JACOBS: Thank you, sir.
17 MR. RAASCH: Next speaker is going to be
18 Chet Moody, four minutes. I'm showing time ceded
19 from Deena Strauss. Are you here? Deena
20 Strauss? No? Three minutes. Oh, four minutes.
21 MR. MOODY: Good evening, Mayor,
22 Commissioners. My name is Chet Moody. I live at
23 2322 Butler Bay Drive North with my wife and my
24 two young children. We moved in three years ago.
25 And we moved from an area of east Orange County

1 on Lake Shannon that had a beautiful open view.
2 And so, what we were looking for when we
3 purchased in Windermere Club, and what we found,
4 was beautiful open space behind our home.
5 My home sits on Butler Bay Drive North and
6 overlooks what was the 18th tee box and the
7 driving range of the golf course. We have a
8 beautiful open view there now.
9 When we purchased, we relied on the
10 dedication of the permanent open space that was
11 contained within the plat and within the county
12 code. What we do not want is five to ten years
13 of construction behind our house. My children
14 are now four and six years old. That means that
15 if we have ten years of construction back there,
16 they will be living their formative years and
17 being raised their formative years with a
18 construction site in their backyard. That's not
19 what I paid \$800,000 for, okay?
20 The negative impact that it will have on our
21 home values -- I think Kurt announced -- was
22 \$18 million collectively. That's -- that's
23 unacceptable to us. The value of the our homes
24 and when compared with the value of the -- that
25 this owner will get if you grant him the

1 development rights is -- is mind boggling. He
2 stands to make \$20 million to sell this as a
3 development versus as a golf course, which he can
4 sell for 4- to \$6 million. You're essentially
5 writing him a blank check for \$20 million if you
6 hand him over the development rights.

7 I want to follow up briefly on my personal
8 experience with respect to the decline in the
9 club. We moved in three years ago. I'm a
10 golfer. I wanted to join the club. My wife and
11 I were up there for lunch and we saw a board
12 displaying the membership options. A weekender
13 membership was displayed and it was for a lesser
14 price than the full golf membership, which is
15 perfect for me because I've got a full-time job
16 and my own business and I've got to do that.

17 So I went and I joined as a weekender
18 member; and the very next day I went in and, on
19 that board that had the weekender membership,
20 that was taped over. And I didn't know if that
21 was a coincidence or what, but I went downstairs
22 and I said, "Do -- I'm confused. I joined as a
23 weekender member yesterday. It's not an option
24 anymore?" And they said, "No, you're good." And
25 I was probably one of the last, if not the last,

1 person to join as a member of Windermere Club as
2 a golfing member. And in retrospect, it is -- it
3 is completely evident that he was trying to do
4 anything within his power to eliminate the
5 options that people were interest in.

6 People these days are interested in limited
7 memberships. And that was -- it was evident that
8 I was probably one of the last people to join;
9 and the option that I chose was gone the next
10 day. I don't know if that's a coincidence, but
11 it's my take that he never had any intention on
12 continuing and benefiting the membership of
13 Windermere County Club.

14 So we ask that you deny this petition to
15 vacate the permanent open space plat notes that
16 we relied on when we bought our home. Thank you.

17 MAYOR JACOBS: Thank you, sir.

18 MR. RAASCH: Next speaker is Louise
19 Hawthorne. She's requested ten minutes.

20 MAYOR JACOBS: Okay. Let me mention at this
21 point that we have had a number of people testify
22 to the -- the nature of the operation of the golf
23 course and whether it was intentional or not,
24 that it is no longer viable. So I think that
25 issue has been thoroughly covered. I would urge

1 you, if that's something you're planning on
2 covering, I think it's been addressed. You have
3 ten minutes is what I understand.

4 MS. HAWTHORNE: Yes, but due to the
5 eloquence of the prior speakers, I will no longer
6 need that much time.

7 MAYOR JACOBS: That's wonderful to hear.
8 This would be the time when that reminder that
9 doesn't necessarily benefit. So thank you.

10 AUDIENCE PARTICIPANT: I agree. My name is
11 Louise Hawthorne. Good evening. I live at 12515
12 Lake Buynak Court, Windermere, Florida.

13 And we've lived in our home on this
14 particular parcel of land for 30 years. I don't
15 play golf. We didn't choose this location to be
16 our home because -- we didn't choose it because
17 of the golf course. We chose it because of the
18 open space. And this is where we raised our five
19 children. It's where our nine grandchildren come
20 to celebrate family events. We look out at
21 beautiful land, majestic trees, and a pond that's
22 a haven for an amazing assortment of birds.

23 I could stand here all day and tell you how
24 uniquely beautiful this land is, but you may not
25 believe me. And you don't have to take my word

1 for it because it's already been decided. It's
2 already been designated by the Florida state
3 legislature and the Department of Environmental
4 Protection. They have taken actions to say it
5 for me, starting out with -- and I don't know how
6 this will fit on here. We'll see. That's good.
7 Okay.

8 This parcel of land is clearly located
9 within the Windermere Water and Navigation
10 Control District. This yellow area that you see
11 is the Windermere Water and Navigation Control
12 District. The upper corner here is the golf
13 course parcel that we're talking about today.
14 The Water and Navigation Control District is a
15 29-square-mile area that was created in 1963 by
16 the Florida legislature for the protection of the
17 lakes associated with the Butler Chain of Lakes
18 watershed.

19 The legislation states that the control
20 district was established for the public welfare
21 and preservation of the natural beauty and
22 attractiveness of this area.

23 In addition to this parcel of land being
24 located within the Windermere Water and
25 Navigation Control District, it also runs

1 adjacent to an outstanding Florida waterway.
2 That's a big deal. There are only 41 designated
3 outstanding Florida waterways in the entire State
4 of Florida.
5 The majority of these have already been set
6 aside as national or state parks, bird
7 sanctuaries, and wildlife preserves. The
8 Department of Environment Protection designated
9 the Butler Chain of Lakes as an outstanding
10 Florida waterway and worthy of special protection
11 because of its natural attributes.
12 There's a system of five lakes on the parcel
13 of land that we're discussing this evening.
14 These lakes are not part of the outstanding
15 Florida waterway, but they transmit runoff. It
16 goes directly to Lake Butler through Lake
17 Crescent. The conversion of green space into
18 driveways and roads increases the amount of oils
19 and other toxins that will run off into Lake
20 Butler.
21 So if you look at the picture again -- I
22 should have a pointer. You're going to have to
23 take my finger instead. Sorry. But here's the
24 golf course property. Here's Lake Crescent.
25 There's a canal that goes directly into Lake

1 It's clearly within the Water and Navigation
2 Control District. It's on -- adjacent to an
3 outstanding Florida waterway. And it would
4 severely damage the property values and quality
5 of life for those of us that live there. Thank
6 you.

7 MAYOR JACOBS: Thank you. Okay. How many
8 more people do we have here in the audience that
9 have time allocated to them that feel compelled
10 to speak? Okay. Let me ask those of you who --
11 because I know some people are here because they
12 probably felt like they had an obligation to
13 speak and some of you are here because you feel
14 like you will miss out if you don't speak.
15 So those of you who really feel like you
16 want to speak, come on up; and if you'll stand
17 over here so we can take you one after the next.
18 Those of you who do this reluctantly and you
19 can't stand public speaking, I share that
20 sentiment, and you get the opportunity to skip
21 out on this if you want.

22 And again, if anything hasn't been said,
23 this would be the opportunity to say it. We are
24 going to make sure -- they're going to give their
25 names and we're going to -- poor Eric over here

1 Butler. This entire chain of lakes is what is
2 the outstanding Florida waterway.
3 The system of lakes that was created on this
4 property as part of the original master
5 stormwater plan has developed over the last 30
6 years into what I can only describe as a bird
7 sanctuary. It's no surprise that this happened.
8 As previously mentioned, this is land that's
9 already been designated as having special
10 attributes.
11 Since a picture is worth a thousand words, I
12 brought you some pictures of some of these birds.
13 And these were taken by my neighbor Pete Rumms --
14 he's in the audience -- on our open space. I'll
15 just go through these quickly.
16 This is our land. This is what we look at.
17 And I know Mr. DeCunha's attorney said that this
18 development would have no impact on the
19 surrounding neighborhoods. I think it will.
20 Last one. Okay.
21 I was going to talk about the RCE cluster
22 and the developer doesn't have rights. I'll skip
23 over all that and just say that there's land all
24 over Orange County where it makes sense to grant
25 approval for development, but not this land.

1 is going to have to -- we got two things, Eric.
2 Okay, that line just got a lot bigger than a
3 handful of votes, just for the record. I saw
4 there were eight hands went up and we have now 20
5 people.

6 So, two things. You're going to give your
7 name. If you're up there and you've already been
8 scratched off because somebody -- you gave your
9 times, the trap door will open and we will -- you
10 will never be seen again. No. So we're counting
11 on you to be honest, but if Eric finds out that
12 you're breaking the rules here, he will stop you
13 mid-sentence. So -- oh, gosh, I thought he was
14 really walking away. Oh, my gosh. I was like,
15 wow! First one up and he's out.

16 And in the interest of everybody's time, let
17 me also suggest that anybody else who has
18 handouts for us, if you can perhaps try to bring
19 them up, maybe, as the last person is wrapping up
20 or something, just to move this along a little
21 quicker.

22 The clerk needs one of these. Do you have
23 an extra one? We'll pass one down. We'll make
24 sure we get one of these to the clerk, unless you
25 have another copy.

1 MR. MCCHESENEY: I have another. I'll leave
2 this with you.
3 MAYOR JACOBS: You'll leave yours. Perfect,
4 sir. Name and address for the record?
5 MR. MCCHESENEY: Robert Mcchesney, 12549
6 Butler Bay Court in Windermere Club on hole
7 number 12. Mayor Jacobs, Commissioners, thank
8 you for listening to us this afternoon and this
9 evening.
10 One thing that we haven't discussed today,
11 and we've talked about it from the very beginning
12 is what is the next step? What if the petition
13 is denied? What happens to the golf course?
14 What is the viability of the golf course?
15 So what we did is we asked that question
16 amongst ourselves and then we petitioned an
17 independent golf company to come in and assess
18 the value of the golf course. It's -- even in
19 its distressed state, is there an attractiveness
20 to buyers? And if the owner does decide to sell,
21 at what price? And what is the fair market
22 value, which we do not know.
23 So the HOA chartered a professional golf
24 management company in Jacksonville, Florida,
25 called Hampton Golf. They presently own 20

1 operation and management provides Hampton Golf
2 the necessary knowledge, skill, and resources to
3 be able to deliver to the Windermere Club HOA
4 Association our independent opinion of Windermere
5 Country club. In fact, I worked as a consultant
6 during the opening of Windermere Country Club, so
7 I am intimately familiar with the history of the
8 club."
9 How they went about this, well, over the
10 period of several months they sent in teams from
11 their different facilities, including PGA
12 professionals --
13 MAYOR JACOBS: Sir, if I can interrupt you
14 for a minute because I'm not sure that this is
15 particularly germane to the decision before this
16 board. While it might -- it's very important to
17 you all what becomes of this property, in terms
18 of our decision about whether or not we're going
19 to vacate this plat has less to do with the golf
20 course issues and it has much more to do -- in my
21 opinion has much more to do with the expectation
22 of open space that this board based its original
23 approvals on.
24 So, you know, again, if I lived in the
25 community I would be very interested in

1 courses in several states, including one here
2 just in Osceola County over on I-4 called
3 Falcon's Fire, which you may be familiar.
4 This course has all types of courses. They
5 have municipal golf courses, they have private
6 clubs, they have semi-private clubs. So they
7 have -- and they also work on both sides of the
8 street or they do sell clubs for organizations
9 that want to sell clubs and they also purchase
10 them.
11 Of note, the president of this club is a man
12 named M.G. Orender, who may be familiar with some
13 of you. Mr. Orender was the PGA chapter
14 president in Central Florida and actually was at
15 the opening as a consultant of Windermere Club in
16 '86. Mr. Orender went on to become the president
17 of the PGA of America, so he's steeped with a lot
18 of experience in dealing with golf problems in
19 America.
20 I'd like to read his first opening letter in
21 the study that we've given you. "Hampton Golf
22 for their professional opinion as to whether this
23 golf facility can become profitable and succeed
24 in the current marketplace. That is their
25 charter. Our extensive experience in golf course

1 alternative uses and the golf course; and I --
2 even though I don't live in the community, I've
3 got all kind of ideas for thing that, you know,
4 might fit well there if a golf course doesn't.
5 But again, it's not germane to, I don't think,
6 for the decision we need to make, okay?
7 MR. MCCHESENEY: Okay, mayor. Thank you.
8 MAYOR JACOBS: Okay. Thank you. But you
9 got your point across. I see a lot of thumbs up
10 out in the audience, so...
11 MR. WRIGHT: Good evening, Madam Mayor and
12 Commissioners. My name is Mel Wright. I live at
13 2061 Roberts Point Drive in Windermere 34786. I
14 live in the Waterford Point neighborhood. Our
15 entrance is right across the street from the golf
16 course; and I just want to emphasize that the
17 Waterford Point development, which was developed
18 in 1991 -- I've been in Windermere since '89.
19 I've been in Central Florida since '85. I've
20 been a full member at Windermere Country Club
21 from 1991 until it closed.
22 And the entire time, it described and
23 established the nature of not just Windermere
24 Club, God bless it, but the entire community.
25 Almost the whole zip code. It establishes the

1 nature. That open space was not for one
2 subdivision. It wasn't for one or two
3 subdivisions. It was the entire zip code. It
4 establishes a beautiful sanctuary that drew
5 people to rely on its continued permanent nature
6 in buying and investing in their property like I
7 did way back in 2001, and like all of these good
8 people that have spoken to you did. And to
9 change the entire nature and character of this
10 community to profit one person would just be
11 wrong.

12 And it wouldn't just be \$18 million. It
13 would be far more than that because the effect on
14 property values of all the surrounding
15 communities, including Waterford Point and all
16 the rest would be far more than the \$18 million.

17 And it's just dead wrong. Thank you.

18 MAYOR JACOBS: Thank you, sir. Welcome,
19 sir.

20 MR. POUNDS: Mayor and Commissioners. My
21 name is Greg Pounds. I live at 2309 Butler Bay
22 Drive North with my wife Donna. We've been there
23 for 20 years.

24 With all due respect, Mayor, Commissioners,
25 no offense intended with my next statement. But

1 that can go before the P&Z. I'm a resident. I'm
2 a taxpaying resident. I'm a responsible
3 homeowner.

4 When I bought my property, there was a
5 drainage easement on my property that I accepted.
6 I knew what it was. I understood how the
7 drainage -- I looked at how did the drainage work
8 on that golf course, how did it affect me and my
9 family living there. I accepted that and I am
10 responsible for that.

11 Every owner that has bought Windermere
12 Country Club since its inception knew what they
13 were buying, knew that the development rights
14 didn't come with the property, and they accepted
15 those and moved on.

16 I did my due diligence and I think this
17 property owner should have, too. To that end,
18 I'm going to ask you to please accept your
19 responsibility as the stewards of our community,
20 the stewards that we elected, the people that we
21 put our faith in. It was a joke that it wasn't
22 on my bucket list to stand here; and it's not on
23 my bucket list to come back and try that joke
24 again, either, okay?

25 So I'm asking you to please just look at the

1 the truth must be known. It was not on my bucket
2 list to stand here in front of you today. Well,
3 some got it.

4 MAYOR JACOBS: Oh, I'm sorry. That was a
5 joke.

6 MR. POUNDS: That was a joke. That's why --

7 MAYOR JACOBS: Okay. I felt better.

8 MR. POUNDS: I got your attention. Let me
9 put it that way.

10 MAYOR JACOBS: Well, we are not doing this
11 on purpose. People have a due process right to
12 ask questions and at the end of the say --

13 MR. POUNDS: Sorry. I tried to lighten the
14 moment a little bit here we are and --

15 MAYOR JACOBS: Oh, gosh.

16 MR. POUNDS -- apparent it went over like a
17 lead balloon.

18 MAYOR JACOBS: If you try it again, I'll do
19 better.

20 MR. POUNDS: Well, it's probably not going
21 to -- well, it could happen again
22 unintentionally. The reason -- listen, we can
23 get into -- it is a simple question about
24 petition to vacate; and I don't want to get into
25 tit for that and this or that. There are issues

1 facts. People know what they're getting into.

2 They need to be responsible for their actions, as
3 you guys as our elected commissioners and mayor
4 are responsible for the taxpayers. Every day,
5 month in and month out, when I'm not here -- when
6 I haven't been here in 20 years.

7 So, granted, you do a great job. We
8 appreciate what you do. You don't get the kudos.
9 It's tough. You can't make everybody happy. I
10 get it. But you know what? Denying the petition
11 to vacate is the right thing to do here and the
12 responsible thing to do. Thank you.

13 MAYOR JACOBS: Thank you, sir. It was the
14 warm-up to the joke. That was where it went back
15 down for me. I don't know. Welcome, Scott.

16 MR. GLASS: Good evening, Madam Mayor. My
17 name is Scott Glass, 2417 Ridgewind Way; and this
18 is on my bucket list.

19 MAYOR JACOBS: Okay.

20 MR. GLASS: It's always a pleasure to be
21 here and address the Commission. I live in
22 Estates of Windermere across McKinnon Road,
23 misspelled as it may be. I look out on what used
24 to be the number 9 tee. I also, as you all know
25 me, you know I tend to do my homework. I did my

1 due diligence. I checked the plat. I told
2 Kathie before we moved across from a golf course
3 I wanted to know what was going to happen.
4 I was very pleased to see that those
5 development rights had been dedicated to the
6 county and were being held in a fiduciary
7 capacity by the county. Obviously, I'm a little
8 bit concerned about what's going on with the new
9 owner and what they're trying to do.
10 Mr. Nguyen, if I understood his opening
11 statement and his primary argument, was that you
12 only have one issue before you, whether it
13 satisfies the two conditions in 177.101(3). He
14 didn't give you the entire statute. So while I
15 was standing back there against the wall trying
16 to keep my Galaxy from exploding in my pocket, I
17 went ahead and looked up 177.101(3) just so I'd
18 have the current language. And what it says is
19 the governing bodies of the counties of the State
20 may -- may adopt a resolution vacating plats in
21 whole or in part of subdivisions in said
22 counties, returning the property covered by such
23 plats either in whole or in part into acreage.
24 They're not asking you to return land that's
25 platted into acreage. They're asking you to

1 return development rights, which you can't return
2 to this property owner because he never had them.
3 Those were given up to the county for good
4 consideration, as Mr. Ardaman explained in great
5 detail earlier. And the statute goes on and says
6 that, in part, as Mr. Nguyen indicated, before
7 such resolution of vacating any plat, either in
8 whole or in part, shall be entered by the
9 governing body of a county, it must be shown that
10 the persons making application for said vacation
11 own the fee simple title to the whole or that
12 part of the tract covered by the plat sought to
13 be vacated.
14 They don't. They own the dirt. They own
15 the fee simple. They do not own this particular
16 stick in that bundle of property rights. If you
17 vacate that plat note, you're giving them a
18 property right that they don't own. So I would
19 respectfully submit you're not required to do
20 what Mr. Nguyen said; and, in fact, you can't
21 under that statute. Thank you very much.
22 MAYOR JACOBS: Thank you.
23 MR. KNUTH: Good evening, Mayor and
24 Commissioners. My name is Dan Knuth. Are we
25 okay, Eric?

1 MAYOR JACOBS: Oh, Dan is nervous.
2 MR. RAASCH: I do not see a card.
3 MR. KNUTH: My I card was originally
4 assigned to Louise Hawthorne, but I think that
5 was modified after she already had seven, so...
6 MAYOR JACOBS: Oh, well, I appreciate the
7 fact that you're at least being fairly honest
8 here. He is actually afraid of that trap door.
9 MR. KNUTH: I'm kind of straddling the lump
10 in the floor here.
11 MAYOR JACOBS: I've always wanted see how it
12 works, so...
13 MR. RAASCH: It's in here.
14 MAYOR JACOBS: You got it?
15 MR. KNUTH: Okay. For the record, my name
16 is Dan Knuth and I live at 12753 Butler Bay
17 Court, Windermere, Florida 34786. We built our
18 home in 1990 and it's located on the 11th fairway
19 of Windermere Country Club.
20 I'd like to share a brief story of how
21 Windermere Club was marketed to the builders and
22 prospective buyers. In 1988, our company, Knuth
23 Construction, was part of the group of builders
24 originally chosen by West Oak Development who
25 owned, at the time, both the golf course and the

1 residential lots.
2 We were chosen to construct the first homes
3 in Windermere Club. Before the builder team was
4 finalized, West Oak held meetings with the
5 builders about the project. I remember at one of
6 those meetings there was a concern raised that
7 the smaller lot size could put our community at a
8 competitive disadvantage to communities with
9 larger lots.
10 Jim Russell with West Oak told the builders
11 to answer buyers' concerns by telling them that
12 even though the lots were half acre in size,
13 their other half acre was in the land behind
14 their lot. Jim further explained that to obtain
15 approval for that half-acre lot sizes, the other
16 half acre of land was set aside to maintain the
17 one-acre density, and the county held the
18 development rights to those properties.
19 That representation by West Oak was key in
20 our decision to invest and build a Windermere
21 Club. And because we used that same
22 representation in the meetings with all the
23 prospective homeowners that we built for, many of
24 the other people that live there now relied on
25 that same representation.

1 Because of that, I don't think you can in
2 good faith give those development rights back to
3 the owner of the golf course. And I hope you
4 will deny his petition. Thank you.

5 MAYOR JACOBS: Thank you, sir. You're
6 checking for the --

7 MS. MILLER: For the door. And I'm just
8 making sure there's not a noose.

9 MAYOR JACOBS: Welcome. Doesn't feel like
10 very welcoming, does it? My.

11 MS. MILLER: Name is Galen Miller. I live
12 at 2411 Butler Bay Drive North. And I have been
13 a resident of the Windermere Club for 25 years.
14 I have two points to make. One is that the
15 Windermere Club was more than just a golf course
16 and a social club for the neighborhood. The
17 course was used by high school students for
18 practice rounds and for interclub competitions.
19 We had interclub competitions with other golf
20 courses that were done with couples, that were
21 done with kids, that were done with families.
22 There were weddings. There were graduation
23 parties. There were family gatherings and
24 reunions.

25 And not the least of which were also the

1 literally has to be condemned. This was willful
2 destruction of the value of his property. You
3 don't owe him anything.

4 Now, the lawyers from Gray Robinson would
5 say, "Today we're here just for these two little
6 things that we want you to pay attention to."
7 They're asking you to eat this elephant one bite
8 at a time; and this is the bite that they want
9 you to take. They tried to do an end-around by
10 going to the PCC before coming to you; and they
11 were told they had no standing.

12 And so they were sent out and regrouped and
13 submitted to you a plan for developing 95 homes;
14 and that plan is filled with errors and
15 miscalculations and deceptions.

16 MAYOR JACOBS: Your time is up.

17 MS. MILLER: Thank you for your time. I
18 know you'll do the right thing.

19 MAYOR JACOBS: Thank you.

20 MR. TOTTLE: Good evening. My name is David
21 Tottle, 2411 Butler Bay Drive North, Windermere,
22 Florida 34786.

23 I wanted to bring one thing up. Tract A is
24 mentioned three times on the plat. The two that
25 we've talked about, 12 and 13, it's also note

1 charitable golf tournaments that were run. One
2 of the most notable one was Home for a Hero that
3 raised over a half million dollars. You know,
4 that was their gross number. Their net number
5 was only in the hundreds of thousands of dollars,
6 but that was taken away. And the willful
7 destruction of this course, the willful
8 destruction of the membership by making the club
9 public and allowing the public to come in and
10 play for less than it would cost a member to play
11 and be a member, was a deliberate design to cut
12 down the membership and make them go away so he
13 could say this is not a viable business.

14 I can say that the golfers I know from the
15 club are still playing golf. Keene's Point has
16 more golfers. West Orange has more golfers. And
17 Orange Tree had to close their membership because
18 they got so many of the Windermere memberships.

19 So this was a willful destruction. And when
20 he closed the course he put -- he filled the pool
21 with dirt and put a tree in it. He put Roundup
22 on the greens to kill it. He put a fence across
23 the backyard of every homeowner on the golf
24 course and he turned off the air-conditioning in
25 the clubhouse so that it now so full of mold it

1 number 9; and it says "Tract A will be owned and
2 maintained by New Course Incorporated or its
3 successors."

4 What I'm surprised about is that the
5 petitioner would ask for 12 and 13 to be vacated
6 and not mention anything about number 9.

7 It's very, very clear that the agreement
8 with Orange County, which was signed in June of
9 1985, is valid. It's unfortunately been
10 breached, and breached seriously and
11 indisputably.

12 So the concern is, is there something that
13 should be done to ensure that the obligations
14 that the petitioner has under the New Course
15 agreement need to be addressed and hopefully
16 satisfied. Thank you.

17 MAYOR JACOBS: Thank you, sir.

18 MR. ECKHOFF: Good evening, Mayor Jacobs and
19 Council members. Michael Eckhoff. I reside at
20 1940 Lake Roberts Court, but I'm also speaking on
21 behalf of Ann and Keith Ryan who also live on
22 Lake Roberts Court.

23 We spent over two years searching in the
24 Windermere area for a home. We found the place
25 in the Windermere Club. We found that area

1 because of the beauty and the well-maintained
2 environment, that that was a perfect place for
3 what we were looking for.
4 Obviously, that's changed. But I want to
5 point out just a couple of key things that
6 haven't been stated. You've heard all about the
7 traffic. But our lot is the first house as you
8 pull into Lake Roberts Court north of McKinnon
9 Road. So our property borders the curve of
10 McKinnon Road all the way down. Since we've
11 lived there, we've already had one car come
12 through the vegetation into Lake Roberts because
13 of the speed going around that curve and the lack
14 of visibility around that curve.
15 We've been told this isn't the first time
16 that that's happened. So adding additional
17 traffic, as you've already heard, is clearly a
18 problem. We all recognize that.
19 In addition, Mayor, I think you were very
20 appropriate in your statement that everyone gets
21 their due process right and the right to appeal
22 to this Board. Where I would ask is what is the
23 right of the homeowners who have now spent over
24 \$100,000 in fees over this extended period of
25 time to fight this clearly inappropriate action

1 from happening?
2 We've clearly invested very heavily to
3 support this and to maintain that permanent green
4 space and I hope that you consider that.
5 In addition, as someone mentioned, we just
6 got a letter that states this new plan that's
7 proposed. And I want to point out a key aspect
8 of that. Throughout the entire process when
9 we've been discussing with Mr. DeCunha, on that
10 separate tract, which is north of McKinnon Road,
11 it's always been deemed as one lot, one home, and
12 the rest open space.
13 In the new proposal there's now six homes
14 and a road that amazingly backs right up to the
15 embattled Walker Pond Development for the City of
16 Winter Garden. Throughout this entire time it's
17 always been said there will never be a road going
18 through that area. But now in the new proposal
19 there is a road that just happens to have a
20 designated open space right at the back of Walker
21 Pond development.
22 Clearly, this is another attempt to bypass
23 the regulations and the open space requirements.
24 I would ask on behalf of myself and the rest of
25 the Lake Roberts community that you reject this

1 proposal and send a clear message to future
2 unethical developers that permanent space means
3 permanent and that we're not for sale. Thank
4 you.
5 MR. KENARD: Mayor, Commissioners. My name
6 is Paul Kenard. I live at 3601 Lake Buynak Road
7 in Windermere. I back up to what is hole number
8 7. It runs the whole length of my property along
9 with the tee box for hole number 8. One of the
10 problems -- one of the reasons we moved there, my
11 oldest daughter had a horse. We moved in '85.
12 There was no golf course. There was no Estates
13 of Windermere. There was no Waterford Point.
14 My daughter and her girlfriends rode their
15 horses through that grove and the other groves,
16 took the horses swimming in Lake Crescent and in
17 the other lakes, and they had a good time.
18 That's gone.
19 At the time they started working on the golf
20 course, we had red fox and deer that ran through
21 that area. The deer went away, the fox stayed
22 for a while, and then they eventually went away.
23 Part of the problem is that it has to do
24 with the police and sheriff's protection. We
25 were broken into when the houses were being built

1 for Butler Bay. The quickest response was 45
2 minutes for the sheriff. That's the current
3 response time for our area is 45 minutes.
4 There is no interconnection between Orange
5 County sheriff and the town of Windermere. The
6 town of Windermere could come and respond
7 instantaneously. It doesn't happen. And that's
8 because of you guys. And that's about all I have
9 to say.
10 MAYOR JACOBS: Thank you, sir.
11 MS. KOLAR: Hi. My name Shelley Kolar and I
12 live at 1712 Lake Roberts Court, Windermere,
13 Florida, where I've been a resident for 22 years.
14 Through an online petition I have collected
15 319 electronic signatures opposing development of
16 Windermere Country Club permanent open space and
17 I would like to present the printed signatures to
18 the Board.
19 MAYOR JACOBS: Thank you. Very good. Very
20 good. And we will make copies of this and I will
21 provide it to the clerk before we leave here
22 today. Thank you. I believe copies were also
23 emailed to us. Is that right? All right. That
24 was our last member of the public.
25 We need to go back now -- Mr. Prinsell, are

1 we taking -- are we hearing from the applicant
2 first?
3 MR. PRINSELL: The applicant had, I think,
4 some time left.
5 MAYOR JACOBS: Yes. The applicant did have
6 some time left. A lot of time, as I remember.
7 MR. NGUYEN: This is Truong Nguyen again.
8 MAYOR JACOBS: -- and 17 seconds. I was
9 right. Twelve seventeen.
10 MR. NGUYEN: I hope I get some points for
11 brevity, though. This is Truong Nguyen again
12 Peter, to the Commissioners and everybody at
13 Butler Bay Three, now. So the -- we hear
14 everything that's been said here. And also
15 Kurt's presentation. I mean, those go to the
16 merits of why we submitted our rezoning
17 package -- rezoning application in the first
18 place.
19 That is the mechanism and the process to
20 weigh the merits of our application; also those
21 who oppose us.
22 I want to remind everybody here that we are
23 not here by our own design. We did not ask to go
24 through this plat vacation process. We
25 submitted -- I think there was somebody spoke

1 states in its entirety: "All owners of the lots
2 on the property acknowledge the existence of a
3 private golf course on lands adjoining the
4 property. The golf course is for the use and
5 enjoyment of the members of the private golf
6 club."
7 It seems it's pretty clear that their HOA
8 document sets out their expectation that the golf
9 club is a separately, privately-owned property
10 that's for use of the members of the club.
11 All the merits for redevelopment of the
12 property, including environmental, water, sewer,
13 everything that's being talked about has to be
14 addressed in the rezoning process and in the
15 development review process. The grant of the
16 development rights -- the removal of the plat
17 note doesn't mean that we have -- automatic have
18 some kind of development rights. I think there's
19 a lot of talk here that all of a sudden we can
20 start putting up -- you know, our property's
21 worth 15 to 20 million, we can start selling it
22 or we can start putting lots in place. It does
23 not. We still have to go through the entire
24 process.
25 The issue before us is that we are required

1 about taking bites of elephant. We submitted the
2 entire elephant.
3 We didn't try to take this bite. We're only
4 here because Planning and Zoning required us to
5 obtain approval to remove the plat notes under
6 section 177.101(3) in order to proceed forward
7 with our application. And in doing that, we have
8 to comply with the letter of the Florida statutes
9 which only requires two conditions.
10 The one -- I know a lot of speakers came and
11 talked about their expectations of ownerships and
12 why they bought into Windermere -- into the
13 Windermere Country Club. And I think that goes
14 into condition number two. If I may.
15 MAYOR JACOBS: Please.
16 MR. NGUYEN: This is upside-down again or --
17 okay. Condition number two speaks to the
18 ownership. I think there was a suggestion by
19 Kurt and everybody else that the value of the
20 homes declined; and when they buy, they have a
21 certain expectation. And that goes into their
22 ownership, too; not just, you know, the obvious
23 issues of title and ownership.
24 This is Article 12, Section 1 of the
25 declaration of the HOA for the homeowners, which

1 to go here before we even get back to P&Z. And
2 if we're denied because this is P&Z request to
3 obtain these plat -- these development rights
4 back, we have no recourse.
5 I agree with Mr. Ardaman that when the
6 development rights were conveyed -- were
7 dedicated to the county, the county holds those
8 rights as trustees for the public. The public
9 includes my client, too, which is the owner of
10 private property. And my client has a right to
11 petition the local government and petition the
12 county to address the rezoning and the property
13 and the development rights based upon the merits.
14 And if we go through this process and we are
15 denied this, because, once again, we're not here
16 because we chose to be. We're here because P&Z
17 required us to develop these -- we're required to
18 vacate these plat notes pursuant to a specific
19 statute; and we've shown that we met that -- the
20 requirements of those statutes.
21 But denial would mean that we have no right
22 to proceed forward, we have no right to ask,
23 which I don't think it -- it's a real due process
24 issue. And we are caught in this mouse trap
25 where no matter where we go we end up in the

1 trap. There's no end to it.
2 If any of the Commissioners have any
3 questions.
4 MAYOR JACOBS: Well, you know, I have one
5 question for you. You have cited several times
6 Florida statute -- give me just a minute to pull
7 it back up -- Florida statute 177.101; and you're
8 relying on the fact that there's these two prongs
9 that we have to satisfy. But I keep coming back
10 to the very simple word of "may," that the
11 counties "may" adopt a resolution. And the word
12 "may" and "shall" mean totally different things.
13 You know that. I know that.
14 There's nothing in here that -- I mean,
15 nothing in here that indicates to me that once
16 you satisfy it, we must -- we must vacate the
17 property. And where is it that you are
18 determining that if you meet those two prongs
19 that we somehow have to agree to go back on
20 something that was a condition of the approval of
21 this development in the first place, which was
22 the dedication of the right of way?
23 I mean, that was a foundational item here.
24 And the developer at the time got their value out
25 of this in an exchange of setting aside certain

1 we cannot proceed forward with our application at
2 all if we don't go through this process.
3 Now, the county -- the Commissioners can
4 also give us conditional approval -- conditional
5 consent or conditional denial based upon the
6 results of the development process so that it has
7 full ability to hear our case, hear why we're
8 compelling, or if less compelling than the
9 homeowners, then they can deny us.
10 But the problem is we're in a situation
11 where we have to resort to this statute. We have
12 to prove that these that conditions. We prove we
13 met it, and now it's up to the commission -- all
14 you of you to decide whether or not you want
15 to -- convey those development rights back to us.
16 But our position is that if you deny us
17 because of P&Z's position, we have no ability to
18 readdress the development rights and the rezoning
19 of the property in the first place. So we are
20 cut off from any due process.
21 MAYOR JACOBS: Well, I would argue that this
22 is your due process and that sometimes in the
23 course of due process the answer is "no." In
24 this particular case -- and I'm not trying to be
25 funny, but in the particular -- due process does

1 land that could be used for a golf course or
2 could just be used for open space.
3 I've always told citizens and homeowners
4 that if you really want to preserve open space,
5 it's not good enough to just have it marked on
6 the plat as open space. If you really want it
7 preserved, you need to have it dedicated --
8 transferred over to the county.
9 And so I'm struggling right now because it
10 seems to me that this is a case that has done
11 every -- that -- where the county did the best
12 that they could to ensure that the open space
13 remained open space. Whether it remains a viable
14 golf course or not, it remains open space.
15 So on what basis are you concluding that
16 "may" means "shall" and this board is obligated
17 to go back on --
18 MR. NGUYEN: Well, we don't. And the only
19 reason we're here is because, once again, P&Z is
20 requiring us to do that in order for us to
21 proceed forward with our application.
22 MAYOR JACOBS: And I understand. I think we
23 can totally understand that.
24 MR. NGUYEN: Right. And our position is --
25 the problem that we have is that because of that,

1 not guarantee you the right to develop it. It
2 gives you the right to come forward and go
3 through the process. You're going through the
4 process.
5 But, again, coming back to if you look at
6 the original premise of this cluster, it was that
7 there was going to be a certain amount of open
8 space. And to ask us now to give back that
9 property so that you have the ability to seek to
10 change that agreement and that zoning that we
11 entered into in 1985 or '86, I don't -- we're not
12 compelled to do that. We're not compelled -- it
13 was dedicated to us. We didn't force somebody to
14 dedicate it, but it was dedicated while there was
15 also an increased density on the rest of the
16 properties. And nothing that I have heard here
17 at all has compelled me to believe that there's
18 any need to change the arrangement that we
19 established in the 1980s.
20 MR. NGUYEN: We don't -- we do not dispute
21 that the development rights were dedicated to the
22 county. We just want the ability to go forward
23 and finish and complete our application to show
24 the merits of why we're asking.
25 The problem is that P&Z's position is that

1 we can't proceed forward unless we go through
2 this -- and we're going through this -- and all
3 the point you made are valid. Whether or not
4 they're valid or not should be shown after all
5 the merits are presented.

6 MAYOR JACOBS: But -- but -- okay. I think
7 I'm probably said -- at this point I'll just
8 turn --

9 MR. NGUYEN: I mean, we are here because --
10 we're not here to give our side of whether or not
11 our development has more merit or should be
12 approved. That is -- we haven't met -- the
13 county has a mechanism for that. It has a venue
14 and we went through that on the comprehensive
15 basis. But, once again, P&Z directed us to this
16 and said this is the only way we can go forward.
17 So, I mean, you and I keep talking in circles.

18 MAYOR JACOBS: And I think -- I think that
19 clarification -- I don't know what P&Z meant,
20 exactly. They're an advisory board only, but to
21 say you can't go forward because you don't have
22 the rights to those property is a -- I think a
23 very true statement. The development rights have
24 been given to Orange County 30 years ago.
25 So, no, you don't have a right to come in

1 MAYOR JACOBS: Thank you.

2 MR. NGUYEN: And just one last thing. One
3 of the speakers said that, you know, in
4 compliance with statute 177 it was platted to
5 acreage. Our original application was to have
6 the entire property re-platted back into acreage;
7 and it was revised with staff comments. And this
8 is where we are left with the two plat notes.

9 MAYOR JACOBS: Thank you. And I was
10 actually -- yes. Thank you for clarifying. I
11 was a little confused on that part of it.

12 MR. NGUYEN: Thank you very much.

13 MAYOR JACOBS: Thank you, sir. Okay. We
14 will close the public hearing. And any
15 discussion from board members? If not,
16 Commissioner Boyd, once again. Oops. No. Okay
17 Commissioner Siplin.

18 MS. SIPLIN: Mayor, you know, after, I
19 think, the testimony of our former employee, when
20 I was reading and understanding -- trying to
21 understand this cluster plan -- and I think --
22 and many of us go through this when we have our
23 community meetings and we set conditions and the
24 developer agrees to those conditions and that's
25 because we want to protect, you know, the owners

1 and ask for something that has been dedicated
2 freely and willing to the county 30 years ago.
3 But for you to say then we need to give it back
4 to you so you can ask for it, we don't need to
5 give it back, either.

6 So I think the question for us -- and I
7 don't want to -- you have a few minutes left and
8 I don't -- I want to let you finish your
9 comments, but I just keep looking for what is the
10 compelling reason from your standpoint that we
11 should do this, because I haven't found a
12 compelling reason to chate--

13 MR. NGUYEN: The compelling reason is that
14 if you do not do it because of P&Z's decision, we
15 can't -- we can't proceed forward with our
16 application to -- we keep on talking in circles,
17 but you understand what I mean.

18 MAYOR JACOBS: Yeah, I do. That's the
19 compelling reason on behalf of your client. I
20 understand. I was looking for a legally
21 compelling reason; and I'm not finding one. But
22 thank you.

23 MR. NGUYEN: Thank you.

24 MAYOR JACOBS: And it's Mr. Nguyen?

25 MR. NGUYEN: Nguyen.

1 or the businesses in that surrounding area.

2 So with that being said, you know, I just
3 feel that, you know, even though the original
4 board was not here, but going through the process
5 of having conditions set and knowing the intent
6 of the board back then was to protect the owners
7 of this -- within the subdivision. So, you know,
8 it's clear to me that when these conditions were
9 imposed that it was to protect the owners.

10 And including, like he said, including the
11 developer, you know. But I think, like I said
12 before, knowing what we go through when we go
13 through meetings, public hearings, and when we
14 come here and we try to negotiate with the
15 developer, and for the board before us to set
16 those conditions, I think their intent is clear
17 to me, so...

18 MAYOR JACOBS: Thank you Commissioner.
19 Commissioner Clarke.

20 MR. CLARKE: Thank you, Mayor. And, you
21 know, this has been around for a while; and I've
22 met with the folks who want to develop and I
23 spent some time with the residents. And, you
24 know, before I rule about development rights --
25 and I have kind of a little different

1 perspective -- and to me, this is very similar to
2 an issue we discussed a few months ago on the
3 east side of town where a previous board had made
4 some decisions that people relied on to make a
5 big purchase. And I think this has many
6 similarities to that. In fact, this is even more
7 concrete.

8 And Ed, you did a good job. You never
9 should have left -- well, maybe you should have
10 because I got new folks here now, but you did a
11 great job. I mean, what you told us from your
12 experience of doing this kind of cements to me
13 the fact that, you know, this is a sacrosanct
14 thing. This is something that we do have that
15 fiduciary relationship with the homeowners to
16 maintain this open space, be it a golf course, be
17 it a park, be it a whatever, be it natural
18 vegetation. I think it is our responsibility to
19 do this.

20 And I think that in talking to some of the
21 folks, you know, if we were to grant it the
22 owners wouldn't have to do a thimble of sand and
23 they would make \$20 million just on the value of
24 the land because the development rights would be
25 someone else other than us.

1 change in circumstances, there's no evidence of
2 that tonight. The residents want to keep the
3 plat the way it is. So I believe our hands
4 are -- I don't know if they're tied, but it's
5 the -- it was what occurred back then, the
6 dedication, as Mr. Williams said that's -- they
7 don't have anymore rights at this time unless
8 there's a reason to change it. And even then, it
9 would have to be very extraordinary since it's
10 platted and all that.

11 MAYOR JACOBS: Exactly.

12 MR. EDWARDS: So there's no evidence of
13 that, so...

14 MAYOR JACOBS: Thank you, Commissioner
15 Edwards. Commission Thompson.

16 MS. THOMPSON: I will echo everything that's
17 been said, but I think one thing that was said
18 tonight that was said recently -- and Mayor, you
19 said it both times, I think -- is that sometimes
20 it's okay to say "no." And I think that hearing
21 Ed's testimony about his institutional knowledge
22 of where we came from and what Commissioner
23 Siplin said about the previous commission,
24 sometimes that institutional knowledge gets lost.
25 And it's incumbent upon those of you in these

1 So I will, in this case, certainly support
2 the homeowners. I think that it's the right
3 thing for us to do. It's the proper thing for us
4 to do. And doing anything else, I think would be
5 not in keeping with our responsibility as elected
6 officials.

7 MAYOR JACOBS: I completely agree.
8 Commissioner Edwards.

9 MR. EDWARDS: Well, I don't agree with the
10 comments on what happened on the east side, but
11 that's not before us today. This is a
12 situation -- and I think it is -- you know,
13 everyone has sat here for a long time. I think
14 they deserve to hear, you know, what the
15 commissioners are thinking.

16 MAYOR JACOBS: Absolutely.

17 MR. EDWARDS: But this is property that went
18 through the development process. It was a
19 cluster plan. We have cluster plans in my
20 district; and when a developer takes advantage of
21 a cluster plan to come in with the smaller lots
22 and dedicates the open space, that's pretty much
23 the deal.

24 So it's been dedicated. It's on the plat.
25 Unless there were some kind of extraordinary

1 communities to remind future boards, you know, of
2 what you've gone through tonight, because more
3 and more as these developments are coming through
4 and we're doing more infill, there's going to be
5 all kinds of business opportunities for folks to
6 come in and try to redevelop property. And it's
7 so important for you to come up and share your
8 experience of what you've been through and to
9 really teach the future commissions, you know,
10 the institutional knowledge that you've got and
11 to do something with it.

12 Because Mayor said a couple months ago and I
13 really have been thinking about it a lot lately.
14 And sometimes, you know -- sometimes our
15 decisions are rooted in our back's against the
16 wall and we have to vote a certain way because
17 that's what the law says. And sometimes there
18 are subjective decisions that we could come to
19 and sometimes, you know, you really -- you come
20 into a meeting and you don't know which way
21 you're going to go. And sometimes it's okay to
22 say "no." I love that you said it and it really
23 resonated with me and I've been saying no a lot
24 more lately. I'm happy to say no tonight, but
25 that's where it comes from.

1 MAYOR JACOBS: Yeah. And you know, what I
2 think is important to recognize is that there are
3 certain -- property rights are extremely
4 important. And property rights cut both ways.
5 The owner of the property and the abutting
6 neighbors. That's what zoning is all about.
7 That's what we do here day in and day out is we
8 balance those two rights. But in this -- and
9 when somebody comes to us and they have a right
10 to develop their property and somebody shows up
11 and says, "Please don't let them. We don't like
12 this," they have a right to develop their
13 property. They're zoned. They're entitled to
14 that.
15 In this case, that property owner got their
16 value out of it in 1985, '86, '90 when each of
17 you purchased. And each of you purchased and
18 spent a great deal more money than you would have
19 spent if you had expected that golf course was
20 going to be developed into anything. So in the
21 interest of protecting your property rights and
22 what you invested in, we were entrusted with
23 these development rights.
24 And I think it's been a very, very clear and
25 compelling case. And I've seen no legal

1 arguments to suggest anything other than we are
2 completely within our legislative authority to
3 make this call and that the call is clearly on
4 the side of honoring the development rights of
5 those of you who have paid so much for them,
6 recognizing the developer -- the original
7 developer -- got his value out of the deal. And
8 if he sold it to somebody else who paid too much,
9 that's not our score to settle.
10 So with that, I will enthusiastically
11 support what I expect to be the right motion by
12 the District Commissioner because we don't talk
13 ahead of time. So if he's on the wrong side,
14 he's going down badly.
15 MR. BOYD: Well, a lot of pressure from my
16 fellow board members. They're very chatty today,
17 for sure. But what I do want to just say is, for
18 the community, you all have been working very
19 hard on this issue for quite some time. A lot of
20 great points by many of you. A lot of great
21 points by my fellow board members.
22 And so, to get you out of here at 7:22, I'm
23 going to make the motion for denial of the
24 petition to vacate the development rights of
25 Tract A and the access rights on Tract A to

1 McKinnon Road and Lake Butler Boulevard.
2 MS. SIPLIN: Second.
3 MAYOR JACOBS: Motion by Commission Boyd.
4 Seconded by all the members of the commission.
5 No. I'm sorry. Seconded by Commissioner Siplin.
6 All in favor of the motion to deny the request
7 for petition to vacate, please say "Aye."
8 MEMBERS: Aye.
9 MAYOR JACOBS: Opposed? Motion carries
10 unanimously.
11 (The proceedings were concluded at 7:25
12 p.m.)
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25

1 CERTIFICATE OF REPORTER
2
3
4 STATE OF FLORIDA:
5 COUNTY OF ORANGE:
6
7 WITNESS MY HAND AND OFFICIAL SEAL THIS 27TH DAY
8 OF NOVEMBER 2016.
9 I, SANDRA A. MOSER, REGISTERED PROFESSIONAL
10 REPORTER, CERTIFY THAT I WAS AUTHORIZED TO AND DID
11 STENOGRAPHICALLY REPORT THE FOREGOING PROCEEDINGS AND
12 THAT THE TRANSCRIPT IS A TRUE RECORD.
13
14 I FURTHER CERTIFY THAT I AM NOT A RELATIVE,
15 EMPLOYEE, ATTORNEY OR COUNSEL OF ANY OF THE PARTIES,
16 NOR AM I FINANCIALLY INTERESTED IN THE ACTION.
17
18 DATED THIS 27TH DAY OF NOVEMBER 2016.
19
20
21
22
23
24
25

Sandra Moser
SANDRA A. MOSER, RPR, FPR
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION # FF113959
COMMISSION EXPIRES: 5-6-18

Table of Contents

1. Letter - Windermere Country Club Petition to Vacate
2. Orange County Executed Forms:
 - Agent Authorization
 - Specific Project Expenditure Report
 - Relationship Disclosure Report

*Amend others not
deleted*

Attachment A: Sketch and Legal of Tract A

Attachment B: Draft Conservation Easement with Sketch and Legal

Attachment C: Temp. Blanket Drainage Easement

Attachment D: Landscape, Wall, Sign, Sidewalk Easement

Attachment E: Utility Easement Legal Descriptions

Attachment F: Water Tank Easement Legal Descriptions

Attachment G: Developers Agreement

Attachment H: Open Space Memo

Attachment I: Utility Letters

Attachment J: Legal Notice

Attachment K: Tax Certificates

delete



January 27, 2016

Mr. Joe Kunkel
County Engineer
Orange County
4200 South John Young Parkway
Orlando, Florida 32839

Subject: Petition to Vacate
Windermere Country Club
Parcel ID 01-23-27-1108-00-001 and 01-23-27-1117-00-001

Dear Mr. Kunkel

The Orange County Planning and Zoning Board on November 19, 2015 continued Case No. RZ-15-10-038 and requested the applicant submit a request for Petition-to-Vacate ("PTV") pursuant to Section 177.101(3), Florida Statutes, requesting that the Board of County Commissioners remove all notes/restrictions regarding development rights and access to Tract A on the Plat. In accordance with this request, please accept this letter as request for a PTV. In accordance with the requirements of Section 177.101(3) F.S., the person making application for the said vacation owns fee simple title to Tract A, which is sought to be vacated. In addition, the PTV would not affect the ownership or right of convenient access of persons owning other parts of the subdivision within the plat and no other property owner will be denied access to or from their property.

Please see the specific items below with regard to this request for a PTV:

1. This PTV is requested to return the 155.30 acres of Tract A to acreage. Please see the attached sketch and legal description prepared by a registered land surveyor showing and describing the area proposed to be vacated (**Attachment A**).
2. Please see the attached metes and bounds and conservation easement form (**Attachment B**). While Plat Note 12 references that development rights to the Conservation Easement are dedicated to the County, the Plat (PB 18, Page 4) does not identify a "Conservation Easement" on the Plat, only a "Drainage Easement ' Conservation II and Area of Mitigation' ". The attached legal description for the Conservation Easement is the same legal description used on CAD 15-08-106 approved December 10, 2015. It is the intent to place a conservation easement over the areas identified in the CAD with the PTV to protect the CAD areas from future development. The remaining Drainage Easement is covered under item 3 below.
3. Please see the attached Temporary Blanket Drainage Easement (**Attachment C**). Several drainage easements dedicated to Orange County exist within Tract A on the existing plat. These easements will be maintained under the Temporary Blanket Drainage Easement until such time as the property is re-platted. At that time, the

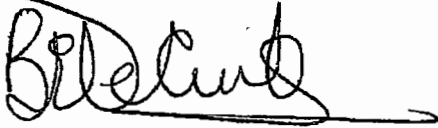
Temporary Blanket Drainage Easement will be replaced with specific drainage easements.

4. Please see attached Landscape, Wall, Sign and Sidewalk Easement (**Attachment D**). The Tract A Owner, contemporaneously with the approval of the PTV will convey to Windermere Club Homeowners Association, Inc., a Florida not for profit corporation, a document for a non-exclusive Easement for Landscape, Wall, Sign and Sidewalk over that same area and for the same purposes as indicated on the Butler Bay Unit 3 Plat, PB 18, Page 4 which acknowledge said Easement created by PB 13, Pages 59-60.
5. Please see the attached metes and bounds descriptions for inclusion in a non-exclusive Easement for utilities over the following areas: (i) a 10 foot wide easement over that same area southwest of Butler Bay Drive North between Lots 1 and 2; (ii) a 25 foot wide easement over that same area east of Lake Buynak Estates along the western boundary of the Property and then running northeast to Butler Bay Drive North; (iii) a 10 foot wide easement over that same area west of Butler Bay Drive North between Lots 7 and 11; (iv) a 10 foot wide easement over that same area southwest of Butler Bay Drive North between Lots 19 and 20; (v) a 10 foot wide easement over that same area west of Butler Bay Drive North between lot 56 and McKinnon Road; (vi) a 10 foot wide easement over that same area northeast of Butler Bay Drive North between Lots 60 and 61; and (vii) a 10 foot wide easement over that same area north of McKinnon Road and east of Lake Roberts Court from McKinnon Road to Lot 122; all as generally depicted on and for the same purposes as indicated on the Butler Bay Unit 3 Plat, PB 18, Page 4 as amended by A Replat of Lots 8, 9, 10 and Tract B Butler Bay - Unit 3 Plat, PB 25, Page 116 (**Attachment E**). It is the intent to place a utility easement over these areas with the PTV.
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7. Please see the attached Developer's Agreement (**Attachment G**). As directed by the Planning and Zoning Commission on November 19, 2015, the Developer's Agreement is submitted by the Owner of the Tract A Property to, in part, modify and supersede the Developer's Agreement adopted February 24, 1986 and recorded at OR Book 3757, Page 1536, Public Records of Orange County, Florida between Orange County and Windermere Lakes, Ltd.
8. In support of the PTV, please see the attached "Memorandum re: Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space" (**Attachment H**).
9. A legal notice will be published in a newspaper of general circulation in Orange County in not less than two (2) weekly issues of the paper.
10. Please see the attached certificates showing that all state and county taxes have been paid on the subject property to be vacated.

11. A notice of petition to vacate the subject property will be posted on the subject property in a conspicuous and easily visible location no later than ten (10) days prior to the public hearing on the petition. It is assumed that this notice will be available at the Orange County Public Works Division after the public hearing has been scheduled.
12. Please see attached certificates (**Attachment I**) from public utility companies serving the area of the subject property showing each utility has certified that the vacation will not interfere with the utility services being provided. *Duke objected*

The undersign submits these items as grounds and reasons in support of this petition.

Sincerely,



Bryan DeCunha
Owner
Windermere County Club

CC: Whitney Evers, Orange County Attorney's Office

Clear Form

Print Form



AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) Windermere Country Club, LLC., AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, _____, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Poulos & Bennett, LLC c/o Jamie Poulos, P.E. TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Petition to Vacate, Tract A-Golf Course, Butler Bay Unit Three (PB18-Page 4), AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: JAN 21/2016

Bryan DeCunha
Signature of Property Owner

Bryan DeCunha
Print Name Property Owner

Date: _____

Signature of Property Owner

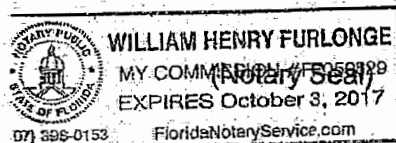
Print Name Property Owner

STATE OF FLORIDA

COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 21 day of January 2016 by BRYAN DECUNHA. He/she is personally known to (me) or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 21st day of January, in the year 2016.



William Henry Furlonge
Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: 10-03-2017

Legal Description(s) or Parcel Identification Number(s) are required:

PARCEL ID #:

LEGAL DESCRIPTION:

Tract A, Golf Course, portion of Butler Bay Unit Three Plat as recorded in Plat Book 18, Page 4 of the Public Records of Orange County, Florida.

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. _____

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

~~Windsor Country Club, LLC, c/o Bryan DeCunha, 2710 Butler Bay Dr. N, Windermere, FL 34786,~~

Name and Address of Principal's Authorized Agent, if applicable: _____

Poulos & Bennett, LLC, c/o Jamie Poulos, P.E., 2602 E. Livingston St., Orlando, FL 32803

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: Poulos and Bennett, LLC.
Are they registered Lobbyist? Yes ☒ or No ☐ 2602 E. Livingston St., Orlando, FL 32803
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

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Part II**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s. 112.3215, Florida Statutes; and/or
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The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
			-0-
		TOTAL EXPENDED THIS REPORT	\$ -0-

For Staff Use Only:

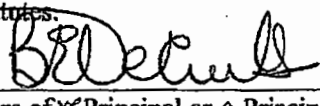
Initially submitted on _____
Updated On _____
Project Name (as filed) _____
Case or Bid No. _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: JAN 21/2016

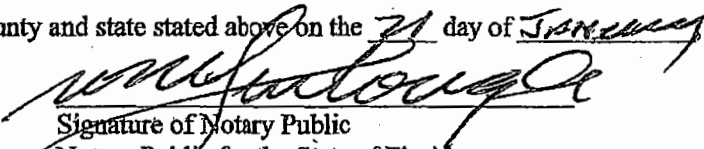

Signature of ☒ Principal or ☐ Principal's Authorized Agent
(check appropriate box)

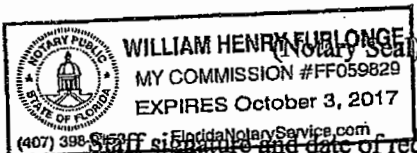
PRINT NAME AND TITLE: BRYAN E. DECUNHA
OWNER

STATE OF FLORIDA
COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 21 day of January, 2016 by BRYAN DE CUNHA. He/she is personally known to me ☒ or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 21 day of January in the year 2016.


Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 10-03-2017



Staff signature and date of receipt of form
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE
COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:

Name: Windermere Country Club, LLC. c/o Bryan DeCunha

Business Address (Street/P.O. Box, City and Zip Code): _____

2710 Butler Bay Dr. N, Windermere, FL 34786-6110

Business Phone (407) 547-7774

Facsimile () N/A

INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name: Poulos & Nemmett, LLC. c/o Jamie Poulos, P.E.

Business Address (Street/P.O. Box, City and Zip Code): _____

2602 E. Livingston Street, Orlando, FL 32803

Business Phone (407) 487-2594

Facsimile () N/A

OC CB FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES ___ ☒ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

___ YES ___ ☒ NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY
MEMBER OF THE BCC? (When responding to this question please consider all
consultants, attorneys, contractors/subcontractors and any other persons who may have
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with
obtaining approval of this item.)**

___ YES ___ ☒ NO

If you responded "YES" to any of the above questions, please state with whom and
explain the relationship:

(Use additional sheets of paper if necessary)

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Bryan DeCunha
Signature of ☒ Owner, ☐ Contract Purchaser
or ☐ Authorized Agent

Date: JAN 21/2016

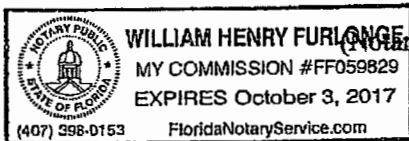
Print Name and Title of Person completing this form: Bryan DeCunha

STATE OF FLORIDA :

COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 21 day of January 2016 by BRYAN DECUNHA. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 21st day of JAN., in the year 2016.



William Furlong
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires:
10-03-2017

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2d (relationship disclosure form - development) 3-1-11

Table of Contents

1. Letter - Windermere Country Club Petition to Vacate
2. Orange County Executed Forms:
 - Agent Authorization
 - Specific Project Expenditure Report
 - Relationship Disclosure Report

*Amend others not
deleted*

Attachment A: Sketch and Legal of Tract A

Attachment B: Draft Conservation Easement with Sketch and Legal

Attachment C: Temp. Blanket Drainage Easement

Attachment D: Landscape, Wall, Sign, Sidewalk Easement

Attachment E: Utility Easement Legal Descriptions

Attachment F: Water Tank Easement Legal Descriptions

Attachment G: Developers Agreement

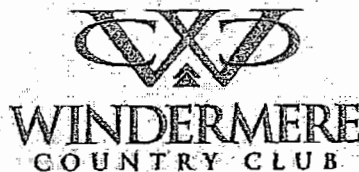
Attachment H: Open Space Memo

J Attachment I: Utility Letters

Attachment J: Legal Notice

Attachment K: Tax Certificates

deleted



January 27, 2016

Mr. Joe Kunkel
County Engineer
Orange County
4200 South John Young Parkway
Orlando, Florida 32839

Subject: Petition to Vacate
Windermere Country Club
Parcel ID 01-23-27-1108-00-001 and 01-23-27-1117-00-001

Dear Mr. Kunkel

The Orange County Planning and Zoning Board on November 19, 2015 continued Case No. RZ-15-10-038 and requested the applicant submit a request for Petition-to-Vacate ("PTV") pursuant to Section 177.101(3), Florida Statutes, requesting that the Board of County Commissioners remove all notes/restrictions regarding development rights and access to Tract A on the Plat. In accordance with this request, please accept this letter as request for a PTV. In accordance with the requirements of Section 177.101(3) F.S., the person making application for the said vacation owns fee simple title to Tract A, which is sought to be vacated. In addition, the PTV would not affect the ownership or right of convenient access of persons owning other parts of the subdivision within the plat and no other property owner will be denied access to or from their property.

Please see the specific items below with regard to this request for a PTV:

1. This PTV is requested to return the 155.30 acres of Tract A to acreage. Please see the attached sketch and legal description prepared by a registered land surveyor showing and describing the area proposed to be vacated (**Attachment A**).
2. Please see the attached metes and bounds and conservation easement form (**Attachment B**). While Plat Note 12 references that development rights to the Conservation Easement are dedicated to the County, the Plat (PB 18, Page 4) does not identify a "Conservation Easement" on the Plat; only a "Drainage Easement" Conservation II and Area of Mitigation". The attached legal description for the Conservation Easement is the same legal description used on CAD 15-08-106 approved December 10, 2015. It is the intent to place a conservation easement over the areas identified in the CAD with the PTV to protect the CAD areas from future development. The remaining Drainage Easement is covered under item 3 below.
3. Please see the attached Temporary Blanket Drainage Easement (**Attachment C**). Several drainage easements dedicated to Orange County exist within Tract A on the existing plat. These easements will be maintained under the Temporary Blanket Drainage Easement until such time as the property is re-platted. At that time, the

Temporary Blanket Drainage Easement will be replaced with specific drainage easements.

4. Please see attached Landscape, Wall, Sign and Sidewalk Easement (**Attachment D**). The Tract A Owner, contemporaneously with the approval of the PTV will convey to Windermere Club Homeowners Association, Inc., a Florida not for profit corporation, a document for a non-exclusive Easement for Landscape, Wall, Sign and Sidewalk over that same area and for the same purposes as indicated on the Butler Bay Unit 3 Plat, PB 18, Page 4 which acknowledge said Easement created by PB 13, Pages 59-60.
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9. A legal notice will be published in a newspaper of general circulation in Orange County in not less than two (2) weekly issues of the paper.
10. Please see the attached certificates showing that all state and county taxes have been paid on the subject property to be vacated.

11. A notice of petition to vacate the subject property will be posted on the subject property in a conspicuous and easily visible location no later than ten (10) days prior to the public hearing on the petition. It is assumed that this notice will be available at the Orange County Public Works Division after the public hearing has been scheduled.
12. Please see attached certificates (**Attachment I**) from public utility companies serving the area of the subject property showing each utility has certified that the vacation will not interfere with the utility services being provided. *Duke objected*

The undersign submits these items as grounds and reasons in support of this petition.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan DeCunha', with a long horizontal flourish extending to the right.

Bryan DeCunha
Owner
Windermere County Club

CC: Whitney Evers, Orange County Attorney's Office

Clear Form

Print Form

AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA



I/WE, (PRINT PROPERTY OWNER NAME) Windermere Country Club, LLC., AS THE OWNER(S) OF THE
REAL PROPERTY DESCRIBED AS FOLLOWS, _____, DO
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Poulos & Bennett, LLC c/o Jamie Poulos, P.E.,
TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED
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APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: JAN 21/2016

Bryan DeCunha
Signature of Property Owner

Bryan DeCunha
Print Name Property Owner

Date: _____

Signature of Property Owner

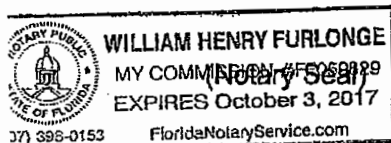
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COUNTY OF Orange

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Witness my hand and official seal in the county and state stated above on the 21st day of
January, in the year 2016.



William Henry Furlonge
Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: 10-03-2017

Legal Description(s) or Parcel Identification Number(s) are required:

PARCEL ID #:

LEGAL DESCRIPTION:

Tract A, Golf Course, portion of Butler Bay Unit Three Plat as recorded in Plat Book 18, Page 4 of the
Public Records of Orange County, Florida.

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

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Poulos & Bennett, LLC., c/o Jamie Poulos, P.E., 2602 E. Livingston St., Orlando, FL 32803

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Are they registered Lobbyist? Yes ☒ or No ☐ 2602 E. Livingston St., Orlando, FL 32803
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Are they registered Lobbyist? Yes ☐ or No ☐

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Updated On _____

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The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
			-0-
		TOTAL EXPENDED THIS REPORT	\$ -0-

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

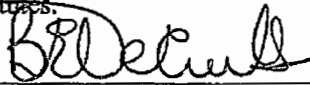
Case or Bid No. _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: JAN 21/2016



Signature of ☒ Principal or ☐ Principal's Authorized Agent

(check appropriate box)

PRINT NAME AND TITLE: BRYAN E. DECUNHA

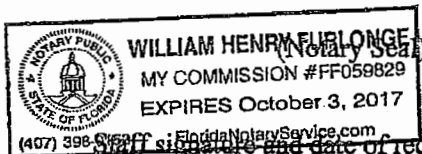
OWNER

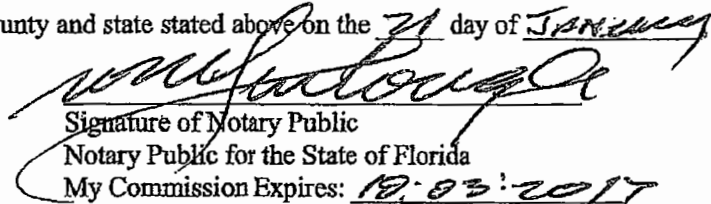
STATE OF FLORIDA :

COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 21 day of January, 2016 by BRYAN DE CUNHA. He/she is personally known to me ☒ or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 21 day of January in the year 2016.





Signature of Notary Public

Notary Public for the State of Florida

My Commission Expires: 10-03-2017

Staff signature and date of receipt of form _____

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

RELATIONSHIP DISCLOSURE FORM

**FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE
COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:

Name: Windermere Country Club, LLC, c/o Bryan DeCunha

Business Address (Street/P.O. Box, City and Zip Code): _____

2710 Butler Bay Dr. N. Windermere, FL 34786-6110

Business Phone (407) 547-7774

Facsimile () N/A

INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

**INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name: Poulos & Nemmett, LLC, c/o Jamie Poulos, P.E.

Business Address (Street/P.O. Box, City and Zip Code): _____

2602 E. Livingston Street, Orlando, FL 32803

Business Phone (407) 487-2594

Facsimile () N/A

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES x NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

___ YES x NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY
MEMBER OF THE BCC? (When responding to this question please consider all
consultants, attorneys, contractors/subcontractors and any other persons who may have
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with
obtaining approval of this item.)**

___ YES x NO

If you responded "YES" to any of the above questions, please state with whom and
explain the relationship:

(Use additional sheets of paper if necessary)

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Bryan DeCunha
Signature of ☒ Owner, ☐ Contract Purchaser
or ☐ Authorized Agent

Date: JAN 21/2016

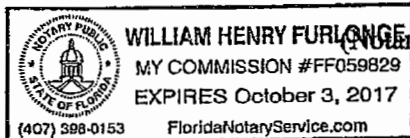
Print Name and Title of Person completing this form: Bryan DeCunha

STATE OF FLORIDA :

COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 21 day of January 2016 by BRYAN DE CUNHA. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 21ST day of JAN., in the year 2016.



William Henry Furlong
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires:
10-03-2017

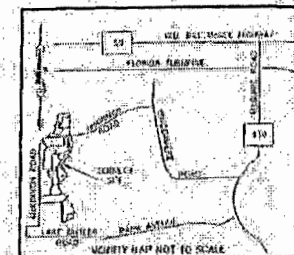
Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2d (relationship disclosure form - development) 3-1-11

SHEET 3

SHEET MAP
NOT TO SCALE



PLANT & CHURCH BAY - THAT MORE, ADDITIONAL TO THE ALPHABETICALLY ORDERED
AS RECORDED IN PLANT BOOK IN PAGE 4, PUBLIC RECORDS OF CHURCH BAY, 1900.

TRACY & DEPT OF CORR & C. 22 AND VICT & DEPT COR - LAST CORRECTION
ACCORDING TO THE DAY IN PLAT SURVEY AS RECEIVED BY PLAT BOOK 26.
PLAT 158. PLANT NICKS OF SPRING COUNTY, FLORIDA.

[illegible][illegible][illegible]

1. SCARFING ARE MARKED ON THE UNWOUNDEN KRAFT
RIGHT-UP-WAY LINE OF UNWOUNDEN ROAD AS INDICATED.

[illegible]

5. SURVEY PERFORMED BY HQ FIELD ON 23 FEBRUARY 2011.
6. GRAPHIC REPRESENTATION OF STUDIOS REGENERATION FOR
CLARITY.
7. NO UNDERGROUND FOUNDATIONS, UTILITY OR IMPROVEMENTS
WERE LOCATED.
8. ALL DEBRIS AND REMAINS SHOWN ARE IN ACCORD WITH
THE RECORD PLATS COPIED AS DATA.
9. NO SHOWN ARE THE ORIGINAL SURVEY OF THIS PROJECT
DATED: RECORDED 2007.
10. TOTAL ACRES: 155.11 (PARCEL A-151.33, PARCEL B-
1.77) + 155.11 ACRES.

11. BUTLER RAY DAVE BURNS - TRACT C3 IS A PRIVATE ROAD OWNED AND MAINTAINED BY THE HERMONS ASSOCIATION.

12. DO NOTING. TICS. EAST PARK, HAZARDOUS W/ WATER

13. ADDITIONS OR CHANGES TO THIS SURVEY WITHOUT THE
EXPRESS CONSENT OF THE SUPERVISOR ARE EXPRESSLY
FORBIDDEN.

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

DRIVEVON'S CERTIFICATION:
 THE DRIVEVON SYSTEM IS A DRIVEN SYSTEM & ASSOCIATED, P.O. BOX 100, DRIVEN
 NATIONAL DISTANCE COMPANY, 1001 N. LAURENCE, SPOKANE, IDAHO 83401

[illegible]

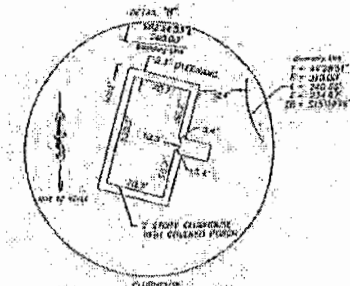
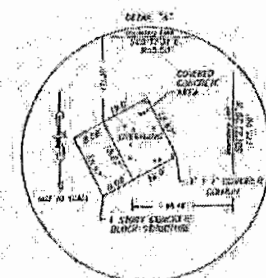
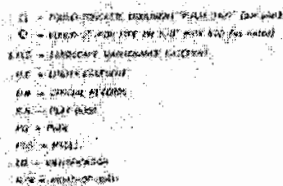
MEMPHIS, TENN. (UPI) — WE STAND ON THE LANDS OF THE STATE OF FLORIDA, GOLD MOUNTAIN
CLIMATE STATE THAT ALL ALLEGED LANDS WERE TAKEN AS OF THE SAME MOUNTAIN THAT
ONLY PART OF MOUNTAIN ALLEGEDLY A SERVICE OF THE LAND, PROPERTY INTERESTS
MOUNTAIN, WHICH WAS PULL OF THE MOUNTAIN WHICH BY EXAMINATION AND COURTESY
WANT THE MOUNTAIN INTERESTS OF THE STATE OF FLORIDA, AN ORDER IN

~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE FOLLOWING DATE AND AUTHORITY~~

APR 10 1965
FBI - TAMPA
TAMPA, FLORIDA
MAY 1965
MAY 1965

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

... ..



MATCH LINE

B

Instrument prepared by and
recorded original returned to:
Real Estate Management
Division Orange County, Florida
400 East South Street, 5th Floor
Orlando, Florida 32801

Parcel Id. No.
a portion of:

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this day of _____, 2016 by WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, whose address is 2710 Butler Bay Drive, N., Windermere, Florida 34786 ("GRANTOR"), in favor of ORANGE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE").

RECITALS:

1. Owner owns certain real property located in the unincorporated area of Orange County (the "PROPERTY"), which consists of 155± acres of land described as Tract A on the Butler Bay Unit 3 Plat, PB 18, Page 4 as amended by A Replat of Lots 8, 9, 10 and Tract B Butler Bay - Unit 3 Plat, PB 25, Page 116.

2. Owner and the County has entered into a Developer's Agreement dated of even date herewith to be recorded in the Public Records of Orange County, Florida, governing the redevelopment of the PROPERTY (the "Developer's Agreement").

3. Under section 2.03 of the Developer's Agreement, Owner agreed to convey a conservation and access easement over 8.4 acres of conservation area within the PROPERTY (the "CONSERVATION AREA"), which CONSERVATION AREA is more particularly described in Exhibit "A" attached hereto.

4. The CONSERVATION AREA is subject to _____ permit , governing storm water drainage retention and other us of the Conservation Area (the "PERMIT").

NOW, THEREFORE, in consideration TEN DOLLARS in hand paid by GRANTEE to GRANTOR, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby voluntarily grants and conveys to GRANTEE a conservation easement over the Conservation Area of the nature and character and to the extent hereinafter set forth herein (the "CONSERVATION EASEMENT.") In exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, GRANTOR hereby voluntarily grants and conveys to GRANTEE an access easement over the PROPERTY to the extent hereinafter set forth (the "ACCESS EASEMENT"). Collectively, the CONSERVATION EASEMENT and the ACCESS EASEMENT are referred to as the "CONSERVATION AND ACCESS EASEMENT."

1. **Purpose.** The purpose of this CONSERVATION EASEMENT is to assure that the CONSERVATION AREA will be retained forever in its natural condition, as that may be altered in accordance with the PERMIT. Those wetland and upland areas included in the CONSERVATION EASEMENT that are to be enhanced, restored, or created pursuant to the PERMIT shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMIT.

2. **Prohibited Uses.** Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the PERMIT, any activity on or use of the CONSERVATION AREA inconsistent with this CONSERVATION EASEMENT's purpose

is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, or on the CONSERVATION AREA:

- (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood controls, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights in the CONSERVATION AREA. GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the CONSERVATION AREA, including the right to engage in or permit or invite others to engage in all uses of the CONSERVATION AREA, which are not expressly prohibited herein and are not inconsistent with the PERMIT or the purpose of this CONSERVATION EASEMENT.

4. Public Access. No right or access by the general public to any portion of

the CONSERVATION AREA or the PROPERTY is conveyed by this CONSERVATION AND ACCESS EASEMENT.

5. Rights of GRANTEE. To accomplish the purposes stated herein, GRANTOR conveys the following rights and easements to GRANTEE:

(a) **ACCESS EASEMENT.** To enter on, over and through the PROPERTY for the purpose of vehicular and pedestrian ingress and egress over and across the PROPERTY as is necessary for GRANTEE to access the PROPERTY in a reasonable manner and at reasonable times for the purposes granted or conveyed by the CONSERVATION EASEMENT.

(b) **CONSERVATION EASEMENT.** To enter upon and inspect the CONSERVATION AREA in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this CONSERVATION EASEMENT, and/or to perform, or require to be performed, any restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the PERMIT.

(c) **CONSERVATION AND ACCESS EASEMENT.** To proceed at law or in equity to enforce the provisions of this CONSERVATION AND ACCESS EASEMENT and/or to prevent the occurrence of any of the prohibited activities set forth herein, and/or to require the restoration of areas or features of the CONSERVATION AREA that may be damaged by any activity inconsistent with this CONSERVATION AND ACCESS EASEMENT.

6. GRANTEE's Discretion. GRANTEE may enforce the terms of this CONSERVATION AND ACCESS EASEMENT at its discretion, but if GRANTOR breaches any term of this CONSERVATION AND ACCESS EASEMENT and GRANTEE does not exercise its rights under this CONSERVATION AND ACCESS EASEMENT, GRANTEE's forbearance shall not be construed to be a waiver by GRANTEE of such term, or of any

subsequent breach of the same, or any other term of this CONSERVATION AND ACCESS EASEMENT, or of any of the GRANTEE's rights under this CONSERVATION AND ACCESS EASEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver. GRANTEE shall not be obligated to GRANTOR, or to any other person or entity, to enforce the provisions of this CONSERVATION AND ACCESS EASEMENT.

7. GRANTEE's Liability. GRANTOR will assume all liability for any injury or damage to the person or property of third parties that may occur on the CONSERVATION AREA and the PROPERTY. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal property that may occur on the CONSERVATION AREA or the PROPERTY.

8. Acts Beyond GRANTOR's Control. Nothing contained in this CONSERVATION AND ACCESS EASEMENT shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the CONSERVATION AREA resulting from natural causes beyond GRANTOR's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to the CONSERVATION AREA resulting from such causes.

9. Recordation. GRANTOR shall record this CONSERVATION AND ACCESS EASEMENT in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all recording costs and taxes necessary to record this CONSERVATION AND ACCESS EASEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this CONSERVATION AND ACCESS

EASEMENT in the public records.

10. Successors. The covenants, terms, conditions and restrictions of this CONSERVATION AND ACCESS EASEMENT shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the CONSERVATION AREA and the PROPERTY.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in
his name.

Signed, sealed, and delivered
in the presence of:

WINDERMERE COUNTRY CLUB, LLC,
a Florida limited liability company

Witness:

Print Name:

By: _____
Bryan DeCunha, President

Witness:

Print Name:

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Bryan DeCunha, as President of Windermere Country Club, LLC, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day
of _____, 2016.

Notary Public
Printed Name:
My Commission Expires:

Exhibit "A"

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 3

WETLAND (W1) SHEET 1 WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE

COUNTY, FLORIDA

WETLAND 1

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 122 OF BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 21°20'32" E, ALONG THE EAST LINE OF SAID LOT 122, A DISTANCE OF 92.59 FEET; TO THE POINT OF BEGINNING; THENCE S 10°16'38" E, A DISTANCE OF 14.44 FEET; THENCE S 47°28'52" E, A DISTANCE OF 25.30 FEET; THENCE S 15°54'22" E, A DISTANCE OF 4.97 FEET; THENCE S 41°35'15" E, A DISTANCE OF 30.51 FEET; THENCE S 61°41'56" E, A DISTANCE OF 60.72 FEET; THENCE S 68°30'40" E, A DISTANCE OF 68.87 FEET; THENCE S 64°40'42" E, A DISTANCE OF 53.96 FEET; THENCE N 86°07'10" E, A DISTANCE OF 70.72 FEET; THENCE N 68°18'37" E, A DISTANCE OF 58.39 FEET; THENCE N 59°53'02" E, A DISTANCE OF 88.16 FEET; THENCE N 57°56'02" E, A DISTANCE OF 42.47 FEET; THENCE N 11°55'18" E, A DISTANCE OF 56.09 FEET; THENCE N 00°55'27" E, A DISTANCE OF 114.96 FEET; THENCE N 16°14'26" E, A DISTANCE OF 44.54 FEET; THENCE N 79°54'10" W, A DISTANCE OF 95.88 FEET; THENCE N 47°00'13" W, A DISTANCE OF 42.55 FEET; THENCE N 60°13'43" W, A DISTANCE OF 48.55 FEET; THENCE N 50°11'04" W, A DISTANCE OF 66.28 FEET; THENCE N 10°21'13" E, A DISTANCE OF 109.73 FEET; THENCE N 19°03'08" E, A DISTANCE OF 63.28 FEET; THENCE N 20°16'01" E, A DISTANCE OF 56.89 FEET; THENCE N 04°39'40" E, A DISTANCE OF 66.86 FEET; THENCE N 17°50'40" W, A DISTANCE OF 54.50 FEET; THENCE N 53°52'01" W, A DISTANCE OF 43.21 FEET; THENCE N 75°52'14" W, TO THE WEST LINE OF THE AFOREMENTIONED TRACT A, A DISTANCE OF 64.46 FEET; THENCE S 23°27'35" W, ALONG THE EAST LINE OF THE AFOREMENTIONED BUTLER BAY - UNIT THREE, A DISTANCE OF 152.29 FEET; THENCE S 12°30'52" W, ALONG THE EAST LINE OF THE AFOREMENTIONED BUTLER BAY - UNIT THREE, A DISTANCE OF 62.40 FEET; THENCE LEAVING SAID EAST LINE S 06°27'37" E, A DISTANCE OF 29.95 FEET; THENCE S 46°22'39" E, A DISTANCE OF 40.17 FEET; THENCE S 75°14'47" E, A DISTANCE OF 46.54 FEET; THENCE S 33°38'29" W, A DISTANCE OF 19.42 FEET; THENCE S 19°50'35" W, A DISTANCE OF 77.16 FEET; THENCE S 60°39'10" W, A DISTANCE OF 90.62 FEET; THENCE S 59°06'20" W, TO THE WEST LINE OF THE AFOREMENTIONED TRACT A, A DISTANCE OF 8.82 FEET; THENCE S 12°30'52" W, OF SAID EAST LINE OF TRACT A THE FOLLOWING COURSES AND DISTANCES, A DISTANCE OF 90.53 FEET; THENCE S 21°20'32" W, ALONG THE EAST LINE OF LOT 121 OF AFOREMENTIONED BUTLER BAY - UNIT THREE A DISTANCE OF 179.23 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 4.359 ACRES (189856.66 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N 01°40'40" E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

22 July 2016

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 3

CHECKED: RUDD

DRAWN: MTR

DATE: 01-29-2016

SCALE: N/A

FOR:

WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD

MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982

Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

FLA. L.B. 8067

SEAL

WETLAND (W1) SHEET 2

SHEET 2 OF 3

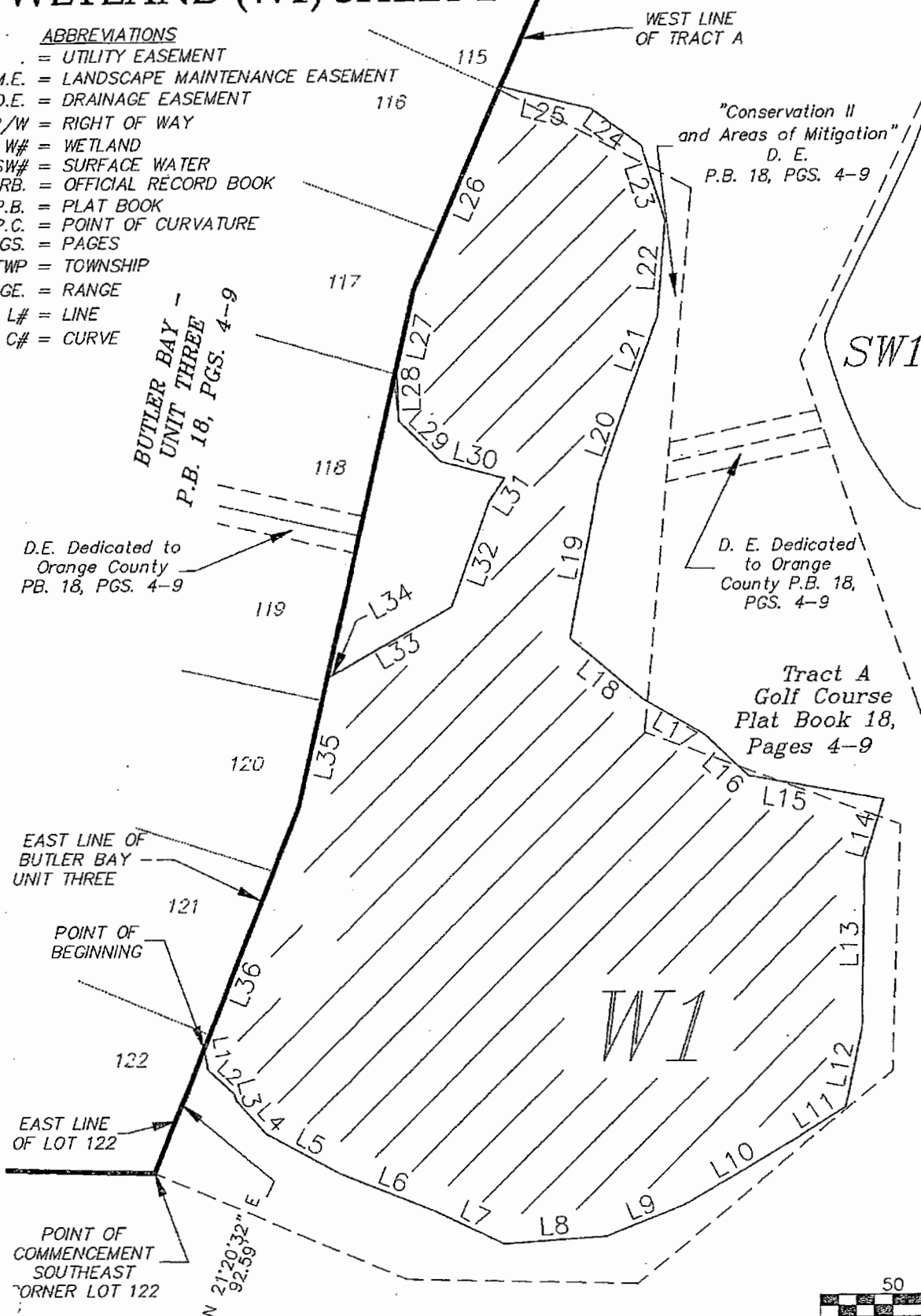
ABBREVIATIONS

- = UTILITY EASEMENT
- L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
- D.E. = DRAINAGE EASEMENT
- R/W = RIGHT OF WAY
- W# = WETLAND
- SW# = SURFACE WATER
- ORB. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- P.C. = POINT OF CURVATURE
- PGS. = PAGES
- TWP = TOWNSHIP
- RGE. = RANGE
- L# = LINE
- C# = CURVE

CHECKED: RUDD
 DRAWN: MTR
 DATE: 01-29-2016
 SCALE: 1:100
 FOR:
 WINDERMERE GOLF
 & COUNTRY CLUB LLC

RUDD
 MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
 1210 BAHAMA DRIVE,
 ORLANDO, FL 32806
 PHONE: 407-342-0676
 MICHAEL@MICHAELTRUDD.COM



SHEET NOT COMPLETE WITHOUT SHEET 1 OF 3

SEE SHEET 3 FOR
 LINE TABLE

WETLAND LINE TABLE SHEET

SHEET 3 OF 3

W1 LINE TABLE

LINE	BEARING	DISTANCE
L1	S 10°16'38" E	14.44'
L2	S 47°28'52" E	25.30'
L3	S 15°54'22" E	4.97'
L4	S 41°35'15" E	30.51'
L5	S 61°41'56" E	60.72'
L6	S 68°30'40" E	68.87'
L7	S 64°40'42" E	53.96'
L8	N 86°07'10" E	70.72'
L9	N 68°18'37" E	58.39'
L10	N 59°53'02" E	88.16'
L11	N 57°56'02" E	42.47'
L12	N 11°55'18" E	56.09'
L13	N 00°55'27" E	114.96'
L14	N 16°14'26" E	44.54'
L15	N 79°54'10" W	95.88'
L16	N 47°00'13" W	42.55'
L17	N 60°13'43" W	48.55'
L18	N 50°11'04" W	66.28'
L19	N 10°21'13" E	109.73'
L20	N 19°03'08" E	63.28'
L21	N 20°16'01" E	56.89'
L22	N 04°39'40" E	66.86'
L23	N 17°50'40" W	54.50'
L24	N 53°52'01" W	43.21'
L25	N 75°52'14" W	64.46'
L26	S 23°27'35" W	152.29'
L27	S 12°30'52" W	62.40'
L28	S 06°27'37" E	29.95'
L29	S 46°22'39" E	40.17'
L30	S 75°14'47" E	46.64'
L31	S 33°38'29" W	19.42'
L32	S 19°50'35" W	77.16'
L33	S 60°39'10" W	90.62'
L34	S 59°06'20" W	8.82'
L35	S 12°30'52" W	90.53'
L36	S 21°20'32" W	179.23'

CHECKED: RUDD

DRAWN: MTR

DATE: 01-29-2016

SCALE N/A

FOR:

WINDERMERE GOLF
& COUNTRY CLUB LLC

RUDD

MICHAEL RUDD & ASSOCIATES, LLC

SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 4

WETLAND (W2) SHEET 1

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

WETLAND 2

LEGAL DESCRIPTION :

COMMENCE AT THE SOUTHEAST CORNER OF TRACT A OF BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 01°46'33" E, ALONG THE EAST LINE OF TRACT A OF AFOREMENTIONED BUTLER BAY - UNIT THREE, A DISTANCE OF 29.40 FEET; TO THE POINT OF BEGINNING; THENCE N 88°13'27" W, A DISTANCE OF 3.77 FEET; THENCE N 27°08'51" W, A DISTANCE OF 45.55 FEET; THENCE N 14°16'19" W, A DISTANCE OF 58.20 FEET; THENCE N 17°08'59" E, A DISTANCE OF 29.50 FEET; THENCE N 00°10'42" W, A DISTANCE OF 62.31 FEET; THENCE N 24°23'53" W, A DISTANCE OF 71.73 FEET; THENCE N 03°29'45" E, A DISTANCE OF 100.64 FEET; THENCE N 17°38'32" E, A DISTANCE OF 56.60 FEET; THENCE N 00°10'06" W, A DISTANCE OF 86.31 FEET; THENCE S 73°27'28" W, A DISTANCE OF 66.82 FEET; THENCE S 37°38'35" W, A DISTANCE OF 67.06 FEET; THENCE S 73°27'17" W, A DISTANCE OF 46.36 FEET; THENCE N 73°23'17" W, A DISTANCE OF 47.99 FEET; THENCE N 41°45'38" W, A DISTANCE OF 34.39 FEET; THENCE N 18°13'26" W, A DISTANCE OF 28.73 FEET; THENCE N 11°47'03" E, A DISTANCE OF 79.17 FEET; THENCE N 39°59'30" E, A DISTANCE OF 52.96 FEET; THENCE N 15°40'46" E, A DISTANCE OF 103.38 FEET; THENCE N 15°56'55" E, A DISTANCE OF 99.85 FEET; THENCE N 13°57'38" E, A DISTANCE OF 111.06 FEET; THENCE N 52°48'46" E, A DISTANCE OF 29.97 FEET; THENCE S 88°37'54" E, A DISTANCE OF 58.63 FEET; THENCE N 16°52'07" E, A DISTANCE OF 54.00 FEET; THENCE S 86°23'50" E, A DISTANCE OF 56.36 FEET; THENCE S 88°13'27" E, TO THE EAST LINE OF TRACT A OF AFOREMENTIONED BUTLER BAY - UNIT THREE, A DISTANCE OF 7.32 FEET; THENCE S 01°46'33" W, ALONG SAID EAST LINE, A DISTANCE OF 961.37 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 2.886 ACRES (125699.02 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N 01°40'40" E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

29 July 2016

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEETS 2, 3 & 4 OF 4

CHECKED: RUDD

DRAWN: MTR

DATE: 01-29-2016

SCALE N/A

FOR:

WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD

MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982

Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

FLA. L.B. 8067

SEAL

WETLAND (W2) SHEET 2

SHEET 2 OF 4

L V1

BUTLER BAY -
UNIT THREE
Tract A
Golf Course
Plat Book 18,
Pages 4-9

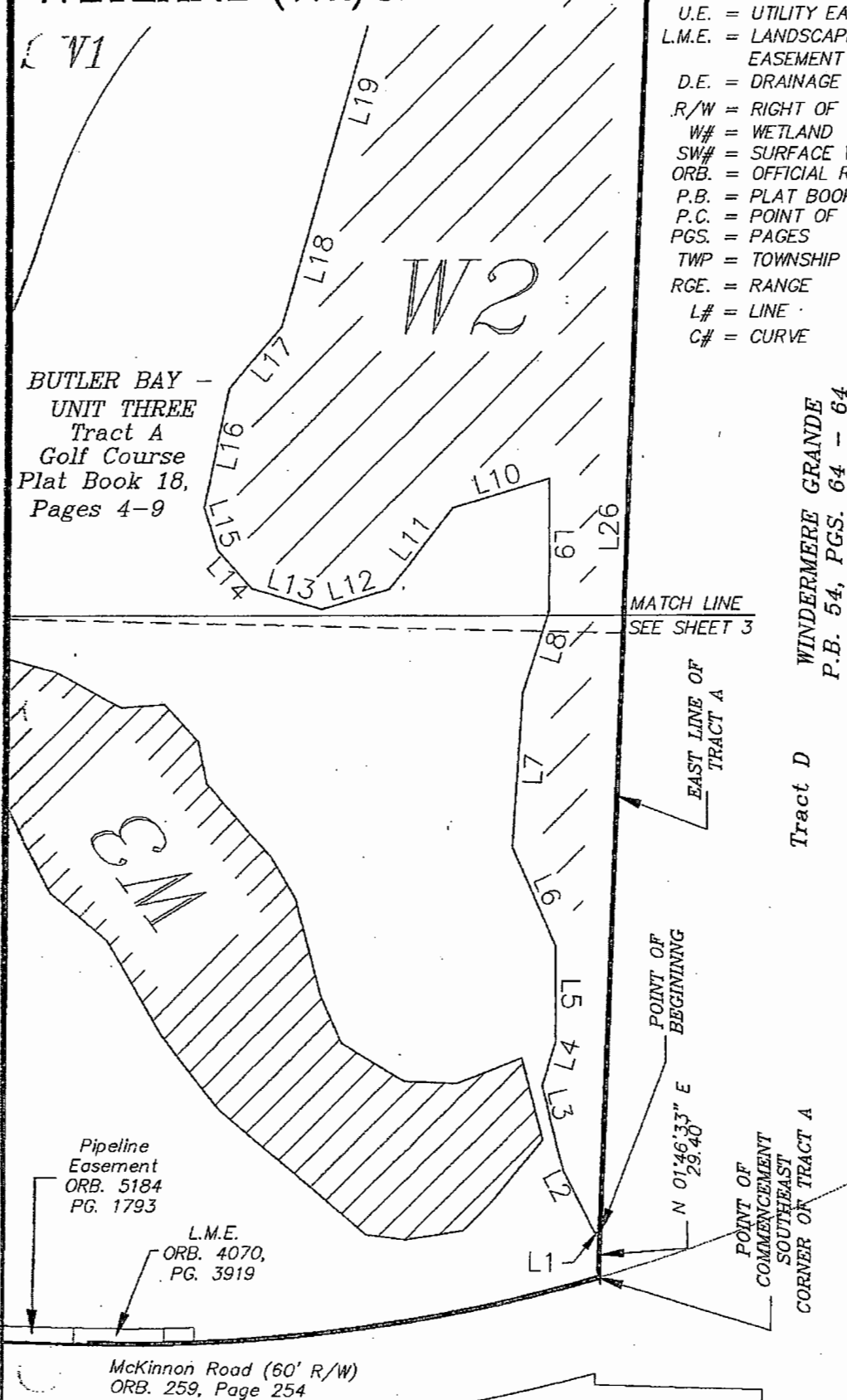
ABBREVIATIONS
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L.M.E. = LANDSCAPE MAINTENANCE
EASEMENT
D.E. = DRAINAGE EASEMENT
R/W = RIGHT OF WAY
W# = WETLAND
SW# = SURFACE WATER
ORB. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
PGS. = PAGES
TWP = TOWNSHIP
RGE. = RANGE
L# = LINE
C# = CURVE

CHECKED: RUDD
DRAWN: MTR
DATE: 01-29-2016
SCALE: 1:100
FOR:
WINDERMERE GOLF
& COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982

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PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM

SEE SHEET 4 FOR
LINE TABLE



SHEET NOT COMPLETE WITHOUT SHEETS 1, 3 & 4 OF 4

WETLAND (W2) SHEET 3

SHEET 3 OF 4

CHECKED: RUDD
 DRAWN: MTR
 DATE: 01-29-2016
 SCALE: 1:100
 FOR:
 WINDERMERE GOLF
 & COUNTRY CLUB LLC

RUDD

MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

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 PHONE: 407-342-0676
 MICHAEL@MICHAELTRUDD.COM

"Conservation II
 and Areas of Mitigation"
 D. E.
 P.B. 18, PGS. 4-9

L25

L24

L23

L22

L21

L20

L19

L18

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L15

L14

L13

L12

L11

L10

L9

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L7

L6

L5

L4

L3

L2

L1

L0

L-1

L-2

L-3

L-4

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L-6

L-7

L-8

L-9

L-10

L-11

L-12

L-13

ABBREVIATIONS
 U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE
 EASEMENT
 D.E. = DRAINAGE EASEMENT
 R/W = RIGHT OF WAY
 W# = WETLAND
 SW# = SURFACE WATER
 ORB. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 P.C. = POINT OF CURVATURE
 PGS. = PAGES
 TWP = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE

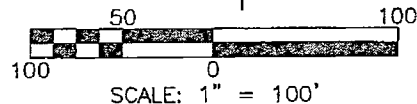
15' ENVIRONMENTAL
 SWALE EASEMENT

MATCH LINE
 SEE SHEET 2

EAST LINE OF
 TRACT A

Tract D
 WINDERMERE GRANDE
 P.B. 54, PGS. 64 - 64

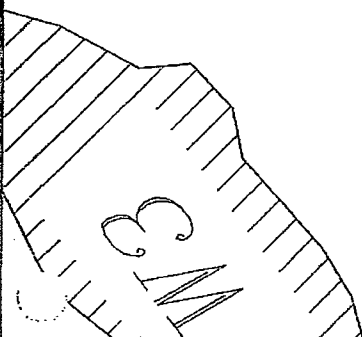
SEE SHEET 4 FOR
 LINE TABLE



SHEET NOT COMPLETE WITHOUT SHEETS 1, 2 & 4 OF 4

SW1

BUTLER BAY -
 UNIT THREE
 Tract A
 Golf Course
 Plat Book 18,
 Pages 4-9



WETLAND LINE TABLE SHEET

SHEET 4 OF 4

CHECKED: RUDD
 DRAWN: MTR
 DATE: 01-29-2016
 SCALE N/A
 FOR:
 WINDERMERE GOLF
 & COUNTRY CLUB LLC

W2 LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°13'27" W	3.77'
L2	N 27°08'51" W	45.55'
L3	N 14°16'19" W	58.20'
L4	N 17°08'59" E	29.50'
L5	N 00°10'42" W	62.31'
L6	N 24°23'53" W	71.73'
L7	N 03°29'45" E	100.64'
L8	N 17°38'32" E	56.60'
L9	N 00°10'06" W	86.31'
L10	S 73°27'28" W	66.82'
L11	S 37°38'35" W	67.06'
L12	S 73°27'17" W	46.36'
L13	N 73°23'17" W	47.99'
L14	N 41°45'38" W	34.39'
L15	N 18°13'26" W	28.73'
L16	N 11°47'03" E	79.17'
L17	N 39°59'30" E	52.96'
L18	N 15°40'46" E	103.38'
L19	N 15°56'55" E	99.85'
L20	N 13°57'38" E	111.06'
L21	N 52°48'46" E	29.97'
L22	S 88°37'54" E	58.63'
L23	N 16°52'07" E	54.00'
L24	S 86°23'50" E	56.36'
L25	S 88°13'27" E	7.32'
L26	S 01°46'33" W	961.37'

RUDD

MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
 1210 BAHAMA DRIVE,
 ORLANDO, FL 32808
 PHONE: 407-342-0676
 MICHAEL@MICHAELTRUDD.COM

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 3

WETLAND (W3) SHEET 1

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE

COUNTY, FLORIDA

WETLAND 3

LEGAL DESCRIPTION :

COMMENCE AT THE SOUTHEAST CORNER OF TRACT A OF BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 71°04'28" W, A DISTANCE OF 94.77 FEET; TO THE POINT OF BEGINNING; THENCE N 44°03'48" E, A DISTANCE OF 28.33 FEET; THENCE N 39°19'47" E, A DISTANCE OF 51.30 FEET; THENCE N 15°02'36" W, A DISTANCE OF 55.57 FEET; THENCE S 68°47'48" W, A DISTANCE OF 45.58 FEET; THENCE N 88°02'10" W, A DISTANCE OF 34.68 FEET; THENCE N 58°49'42" W, A DISTANCE OF 48.44 FEET; THENCE N 24°26'03" W, A DISTANCE OF 33.79 FEET; THENCE N 15°03'26" W, A DISTANCE OF 65.62 FEET; THENCE N 30°46'15" W, A DISTANCE OF 31.59 FEET; THENCE N 41°48'21" W, A DISTANCE OF 64.55 FEET; THENCE N 11°54'11" W, A DISTANCE OF 28.19 FEET; THENCE N 43°22'02" W, A DISTANCE OF 33.18 FEET; THENCE S 85°43'43" W, A DISTANCE OF 28.62 FEET; THENCE N 61°40'02" W, A DISTANCE OF 48.82 FEET; THENCE N 74°35'43" W, A DISTANCE OF 61.81 FEET; THENCE S 02°34'31" E, A DISTANCE OF 52.87 FEET; THENCE S 26°39'43" E, A DISTANCE OF 120.80 FEET; THENCE S 50°54'36" E, A DISTANCE OF 49.01 FEET; THENCE S 30°07'38" E, A DISTANCE OF 70.87 FEET; THENCE S 38°36'04" E, A DISTANCE OF 61.42 FEET; THENCE S 49°47'14" E, A DISTANCE OF 129.30 FEET; THENCE S 82°26'55" E, A DISTANCE OF 25.75 FEET; THENCE N 81°18'44" E, A DISTANCE OF 38.40 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 1.201 ACRES (52312.49 SQUARE FEET), MORE OR LESS.


SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N 01°40'40" E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
- ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
- THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)


MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

20 Jan 2016

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEETS 2 & 3 OF 3

CHECKED: RUDD
DRAWN: MTR
DATE: 01-29-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD

MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982

Commercial Land Title Surveying- Platting

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ORLANDO, FL 32806

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FLA. L.B. 8067

SEAL

WETLAND (W3) SHEET 2

SHEET 2 OF 3

71

"Conservation II
and Areas of Mitigation"
D. E.
P.B. 18, PGS. 4-9

W2

BUTLER BAY -
UNIT THREE
Tract A
Golf Course
Plat Book 18,
Pages 4-9

Pipeline
Easement
ORB. 5184,
PG. 1793

L.M.E.
ORB. 4070,
PG. 3919

POINT OF
BEGINNING

McKinnon Road (60' R/W)
ORB. 259, Page 254

57

ABBREVIATIONS
U.E. = UTILITY EASEMENT
L.M.E. = LANDSCAPE MAINTENANCE
EASEMENT
D.E. = DRAINAGE EASEMENT
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PGS. = PAGES
TWP = TOWNSHIP
RGE. = RANGE
L# = LINE
C# = CURVE

WINDERMERE GRANDE
P.B. 54, PGS. 64 - 64

POINT OF
COMMENCEMENT
SOUTHEAST
CORNER OF TRACT A

Tract D

CHECKED: RUDD
DRAWN: MTR
DATE: 01-29-2016
SCALE: 1:100
FOR:
WINDERMERE GOLF
& COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
ORLANDO, FL 32808
PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM

SEE SHEET 3 FOR
LINE TABLE

100 50 0 100
SCALE: 1" = 100'

SHEET NOT COMPLETE WITHOUT SHEET 1 OF 3

WETLAND LINE TABLE SHEET

SHEET 3 OF 3

CHECKED: RUDD

DRAWN: MTR

DATE: 01-29-2016

SCALE N/A

FOR:

WINDERMERE GOLF
& COUNTRY CLUB LLC

W3 LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°03'48" E	28.33'
L2	N 39°19'47" E	51.30'
L3	N 15°02'36" W	55.57'
L4	S 68°47'48" W	45.58'
L5	N 88°02'10" W	34.68'
L6	N 58°49'42" W	48.44'
L7	N 24°26'03" W	33.79'
L8	N 15°03'26" W	65.62'
L9	N 30°46'15" W	31.59'
L10	N 41°48'21" W	64.55'
L11	N 11°54'11" W	28.19'
L12	N 43°22'02" W	33.18'
L13	S 85°43'43" W	28.62'
L14	N 61°40'02" W	48.82'
L15	N 74°35'43" W	61.81'
L16	S 02°34'31" E	52.87'
L17	S 26°39'43" E	120.80'
L18	S 50°54'36" E	49.01'
L19	S 30°07'38" E	70.87'
L20	S 38°36'04" E	61.42'
L21	S 49°47'14" E	129.30'
L22	S 82°26'55" E	25.75'
L23	N 81°18'44" E	38.40'

RUDD

MICHAEL RUDD & ASSOCIATES, LLC

SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

C

Prepared by/return to:
GrayRobinson, P.A.
301 East Pine Street
Suite 1400
Orlando, Florida 32801
Attn: Truong Nguyen, Esq.

**TEMPORARY BLANKET DRAINAGE
EASEMENT**

THIS TEMPORARY BLANKET DRAINAGE EASEMENT (the "Easement") is made this _____ day of _____, 2016, by and between WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, whose address is 2710 Butler B ay Drive, N., Windermere, Florida 34786, as the first party, and ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393, as the second party.

WITNESSETH: That the party of the first part for and in consideration of the sum of One Dollar and other valuable consideration, paid receipt of which is hereby acknowledged, does hereby grant onto the party in the second part, its successors and assigns, a temporary public blanket drainage easement, together with the right of ingress and egress, over, across, on, above and/or below ground level of lands of the first party, in Orange County, Florida, described as follows:

LANDS DESCRIBED IN EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF.

SKETCH INCLUDED FOR ILLUSTRATION PURPOSES ONLY.

THIS EASEMENT SHALL TERMINATE AT SUCH TIME AS THE ABOVE DESCRIBED PROPERTY IS INCLUDED ON A SUBDIVISION PLAT ACCEPTED BY ORANGE COUNTY.

TO HAVE AND TO HOLD the same unto the second party, its successors and assigns, and the parties of the first part will defend the title to said lands against all persons claiming by, through or under said party of the first part.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name by its duly authorized officer(s) on the date first above written.

WITNESSES:

Print name: _____

Print name: _____

WINDERMERE COUNTRY CLUB, LLC,
a Florida limited liability company

By: _____
Bryan DeCunha, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Bryan DeCunha, as President of Windermere Country Club, LLC, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2016.

Notary Public
Printed Name:
My Commission Expires:

EXHIBIT "A"

[Attach legal description and sketch of Temporary Drainage Easement]

D

This instrument prepared by and return to:
Truong Nguyen, Esquire
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

Property Appraisers Parcel ID Number:
Portion of:

LANDSCAPE, WALL, SIGN AND SIDEWALK EASEMENT

This Landscape, Wall, Sign and Sidewalk Easement ("Easement") is given this _____ day of _____, 2016, by WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, whose address is 2710 Butler Bay Drive, N., Windermere, Florida 34786 (hereinafter "Grantor") to ORANGE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter "Grantee").

WITNESSETH:

Grantors for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, do grant unto Grantee, an easement over, across, under and on, the lands of Grantor, situated in Orange County, Florida, and described on the attached Exhibit "A" incorporated herein by this reference (the "Easement Area"), easements for installation and maintenance of the following improvements: landscaping, wall, signs and sidewalk.

This Easement is a non-exclusive easement for the purposes as set forth herein and Grantor retains all other rights for the use of the Property. The Property is subject to all matters of record, the retained rights of Grantor and whatever other easements, rights, licenses, or grants that contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by Grantor, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose.

THIS EASEMENT SHALL TERMINATE AT SUCH TIME AS THE ABOVE DESCRIBED PROPERTY IS INCLUDED ON A SUBDIVISION PLAT ACCEPTED BY ORANGE COUNTY.

TO HAVE AND TO HOLD the same unto Grantee and, except as provided herein, Grantors will defend the title to said lands against all persons claiming by, through or under Grantee.

IN WITNESS WHEREOF, Grantors have caused these presents to be duly executed in their name on the day first set forth above.

WITNESSES:

Print name:_____

WINDERMERE COUNTRY CLUB, LLC,
a Florida limited liability company

Print name:_____

By:_____
Bryan DeCunha, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Bryan DeCunha, as President of Windermere Country Club, LLC, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2016.

Notary Public
Printed Name:
My Commission Expires:

EXHIBIT "A"

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

LANDSCAPE, WALL, SIGN AND 10' SIDEWALK EASEMENT

LEGAL DESCRIPTION :

BEGIN AT SOUTHWEST CORNER OF TRACT A OF BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 01°39'57" E, ALONG THE WEST LINE OF TRACT A, A DISTANCE OF 50.02 FEET, TO A POINT BEING ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 689.99 FEET; THENCE FROM A CHORD BEARING OF N 81°27'05" E ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 201.84 FEET THROUGH A CENTRAL ANGLE OF 16°45'38" A DISTANCE OF 201.12 FEET; THENCE S 16°51'14" E, A DISTANCE OF 25.00 FEET; THENCE N 67°00'00" E, A DISTANCE OF 276.35 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS 825.00 FEET; THENCE FROM A CHORD BEARING OF N 77°31'00" E ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 281.17 FEET THROUGH A CENTRAL ANGLE OF 19°31'36" A DISTANCE OF 279.81 FEET, TO A POINT ON THE EAST LINE OF AFOREMENTIONED TRACT A; THENCE S 01°39'57" W, ALONG THE EAST LINE OF SAID TRACT A, DISTANCE OF 25.08 FEET, TO THE SOUTHWEST CORNER OF AFOREMENTIONED TRACT A, AND THE NORTH RIGHT-OF-WAY LINE OF LAKE BUTLER BOULEVARD, SAID POINT ALSO BEING ON A CURVE; TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS 800.00 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: FROM A CHORD BEARING OF S 77°04'17" W ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 281.25 FEET THROUGH A CENTRAL ANGLE OF 20°08'34" A DISTANCE OF 279.80 FEET; THENCE S 67°00'00" W, A DISTANCE OF 189.82 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS 740.00 FEET; THENCE FROM A CHORD BEARING OF S 78°28'40" W ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 296.48 FEET THROUGH A CENTRAL ANGLE OF 22°57'20" A DISTANCE OF 294.50 FEET, TO THE POINT OF BEGINNING.

CONTAINING THEREIN: .558 ACRES (24319.78 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

22 June 2016

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

FLA. L.B. 8067

SEAL

CHECKED: RUDD
 DRAWN: MTR
 DATE: 01-04-2016
 SCALE: 1:100
 FOR:
 WINDERMERE GOLF
 & COUNTRY CLUB LLC

RUDD
 MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
 1210 BAHAMA DRIVE,
 ORLANDO, FL 32806
 PHONE: 407-342-0676
 MICHAEL@MICHAELTRUDD.COM

POINT OF BEGINNING
 SOUTHWEST
 CORNER OF
 TRACT A
 L1 BUTLER BAY - UNIT THREE

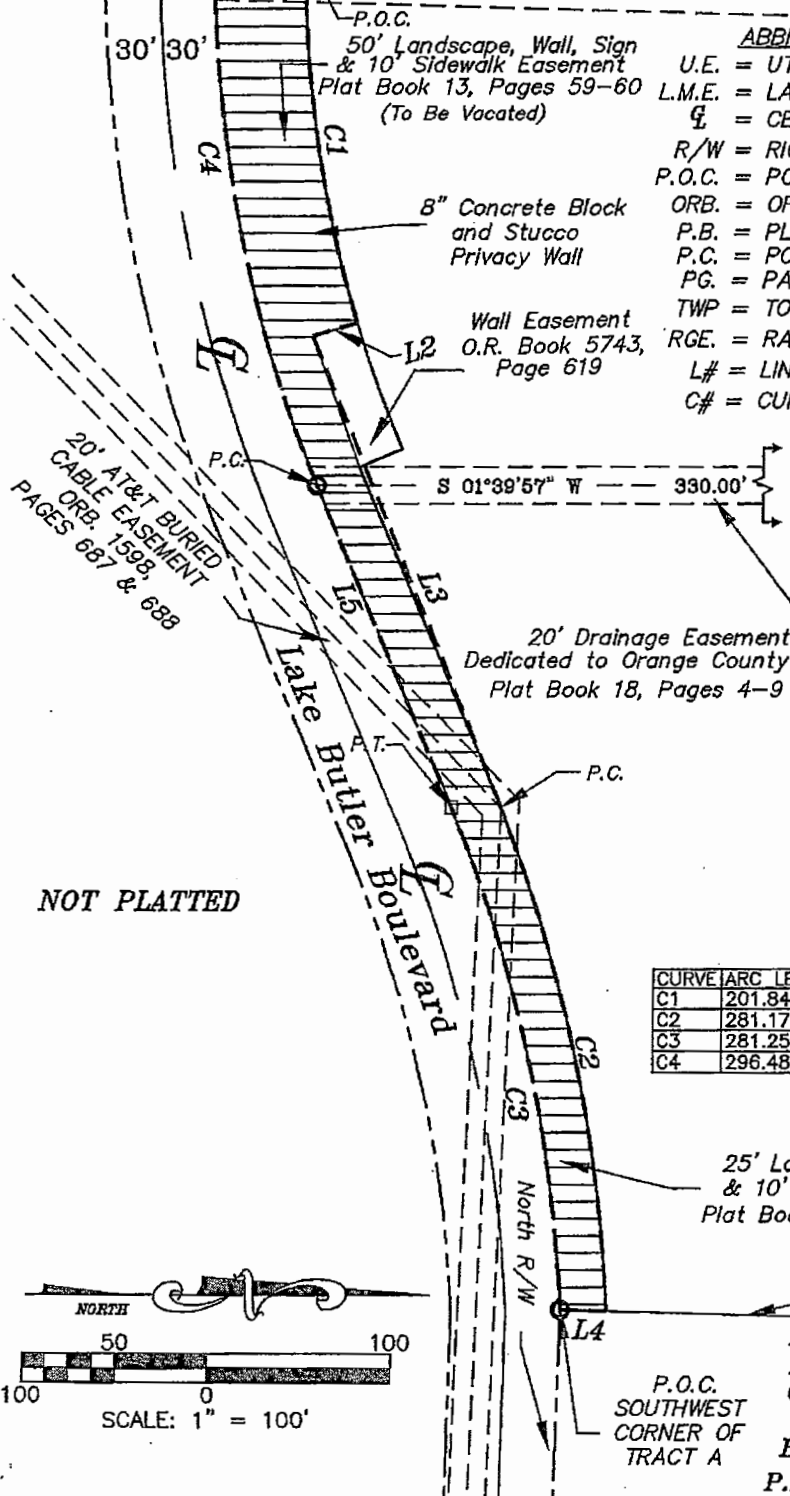
LAKE BUYNAL ESTATES
 P.B. 3, PG. 115

WEST LINE OF TRACT A

ABBREVIATIONS

U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
 CL = CENTER LINE
 R/W = RIGHT OF WAY
 P.O.C. = POINT ON CURVE
 O.R.B. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 TWP = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE

Tract A
 Golf Course
 BUTLER BAY - UNIT THREE
 Plat Book 18, Pages 4-9



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°39'57" E	50.02'
L2	S 16°51'14" E	25.00'
L3	N 67°00'00" E	276.35'
L4	S 01°39'57" W	25.08'
L5	S 67°00'00" W	189.82'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	201.84'	689.99'	16°45'38"	N 81°27'05" E	201.12'
C2	281.17'	825.00'	19°31'36"	N 77°31'00" E	279.81'
C3	281.25'	800.00'	20°08'34"	S 77°04'17" W	279.80'
C4	296.48'	740.00'	22°57'20"	S 78°28'40" W	294.50'

E

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

EASEMENT (i) SHEET 1

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

10' UTILITY EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF LOT 2, BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 AT PAGES 4-9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE; POINT BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 205.00 FEET, WITH A CHORD BEARING OF S 34°55'10" E, WITH AN ARC DISTANCE OF 159.99 FEET THROUGH A CENTRAL ANGLE OF 44°43'01", A DISTANCE OF 159.96 FEET; THENCE S 57°16'40" E, ALONG THE WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE, A DISTANCE OF 69.18 FEET; THENCE S 32°43'20" W, ALONG THE SOUTH LINE OF TRACT A, A DISTANCE OF 10.00 FEET; THENCE N 57°16'40" W, A DISTANCE OF 69.18 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 215.00 FEET, WITH A CHORD BEARING OF N 34°55'10" W, WITH AN ARC DISTANCE OF 167.80 FEET THROUGH A CENTRAL ANGLE OF 44°43'01", A DISTANCE OF 163.57 FEET, TO THE AFOREMENTIONED SOUTH LINE OF LOT 2; THENCE N 77°26'21" E, ALONG SAID SOUTH LINE OF LOT 2, A DISTANCE OF 10.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 0.053 ACRES (2330.75 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

27 July 2016

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
ORLANDO, FL 32806
PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM
FLA. L.B. 8067

SEAL

EASEMENT (i) SHEET 2

ABBREVIATIONS

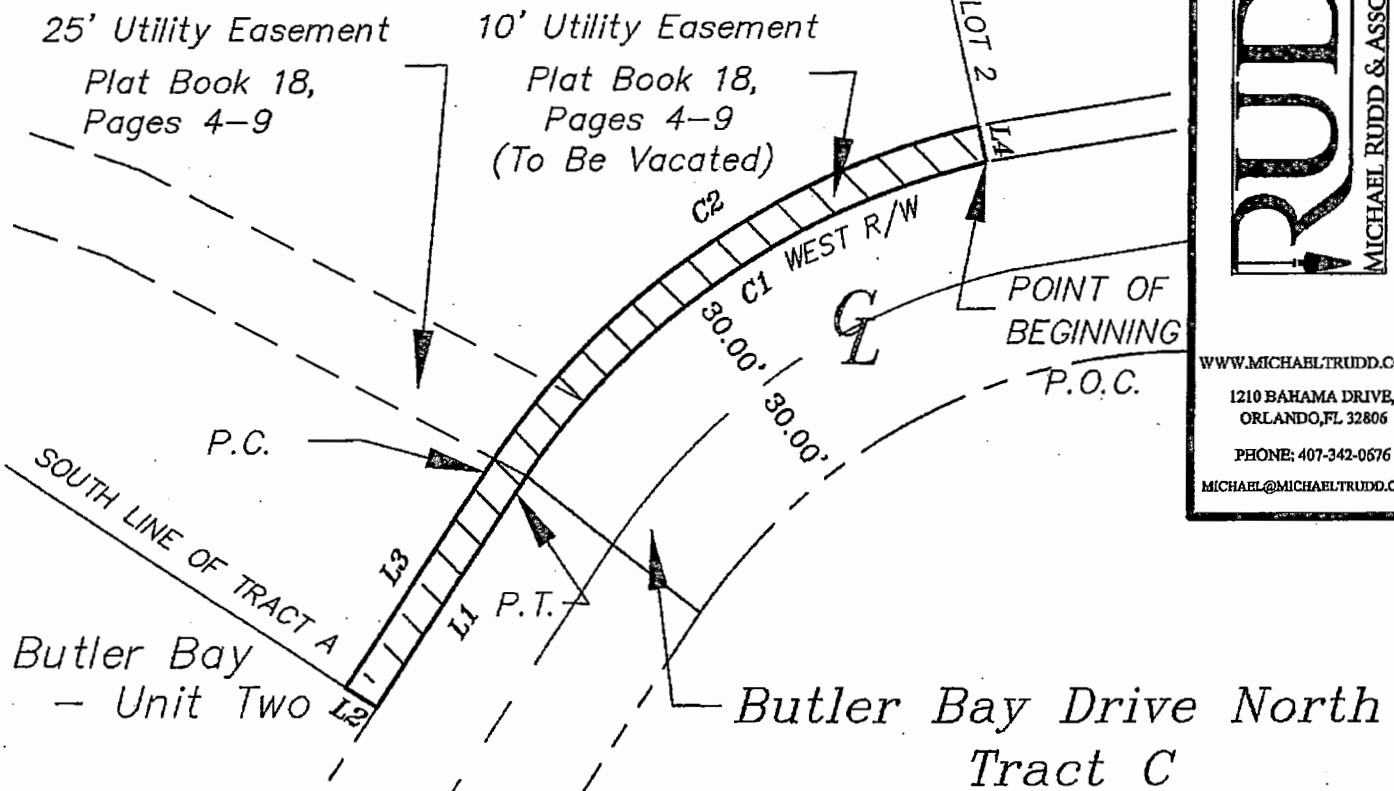
U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
 CL = CENTER LINE
 R/W = RIGHT OF WAY
 P.O.C. = POINT ON CURVE
 ORB. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 P.C. = POINT OF CURVATURE
 TWP = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE

Butler Bay – Unit Three
 Golf Course, Tract A
 Plat Book 18, Pages 4–9

CHECKED: RUDD
 DRAWN: MTR
 DATE: 01-04-2016
 SCALE: 1" = 50'
 FOR:
 WINDERMERE GOLF
 & COUNTRY CLUB LLC

RUDD
 MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
 1210 BAHAMA DRIVE,
 ORLANDO, FL 32806
 PHONE: 407-342-0676
 MICHAEL@MICHAELTRUDD.COM

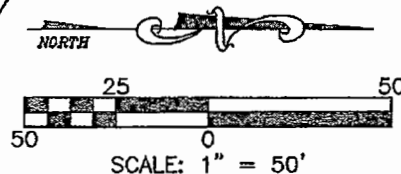


LINE TABLE

LINE	BEARING	DISTANCE
L1	S 57°16'40" E	69.18'
L2	S 32°43'20" W	10.00'
L3	N 57°16'40" W	69.18'
L4	N 77°26'21" E	10.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	159.99'	205.00'	44°43'01"	S 34°55'10" E	159.96'
C2	167.80'	215.00'	44°43'01"	N 34°55'10" W	163.57'



SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

EASEMENT (ii) SHEET 1

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

25' UTILITY EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE SOUTHWEST CORNER OF TRACT A OF BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 01°39'57" E, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 1214.37 FEET; THENCE N 47°12'36" E, A DISTANCE OF 102.11 FEET; THENCE N 59°29'58" E, A DISTANCE OF 162.75 FEET; THENCE N 18°05'55" E, A DISTANCE OF 108.55 FEET; THENCE N 27°17'18" E, A DISTANCE OF 136.20 FEET; THENCE S 52°13'30" E, A DISTANCE OF 25.42 FEET; THENCE S 27°17'18" W, A DISTANCE OF 129.60 FEET; THENCE S 18°05'43" W, A DISTANCE OF 115.95 FEET; THENCE S 59°29'58" W, A DISTANCE OF 169.51 FEET; THENCE S 47°12'36" W, A DISTANCE OF 88.92 FEET; THENCE S 01°39'57" W, TO THE SOUTH LINE OF AFOREMENTIONED TRACT A, A DISTANCE OF 1202.71 FEET; THENCE S 88°59'12" W, ALONG SAID SOUTH LINE, A DISTANCE OF 25.03 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: .984 ACRES (42883.07 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

29 July 2016

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD

MICHAEL RUDD & ASSOCIATES, LLC

SURVEYOR & MAPPER SINCE 1982

Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

FLA. L.B. 8067

SEAL

EASEMENT (ii) SHEET 2

ABBREVIATIONS

- U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
 CL = CENTER LINE
 R/W = RIGHT OF WAY
 P.O.C. = POINT ON CURVE
 O.R.B. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 PGS. = PAGES
 TWP = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE

LINE TABLE

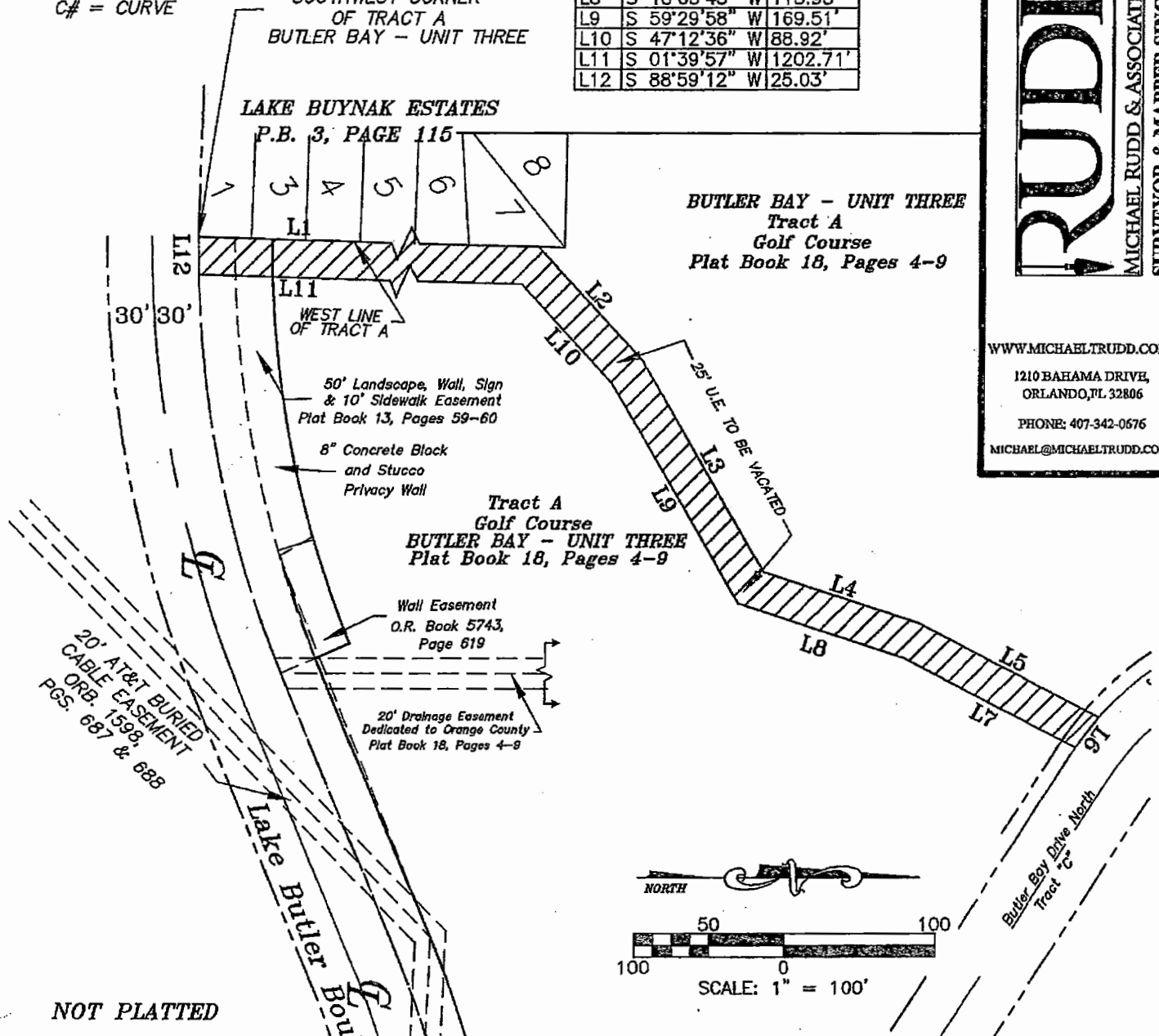
LINE	BEARING	DISTANCE
L1	N 01°39'57" E	1214.37'
L2	N 47°12'36" E	102.11'
L3	N 59°29'58" E	162.75'
L4	N 18°05'55" E	108.55'
L5	N 27°17'18" E	136.20'
L6	S 52°13'30" E	25.42'
L7	S 27°17'18" W	129.60'
L8	S 18°05'43" W	115.95'
L9	S 59°29'58" W	169.51'
L10	S 47°12'36" W	88.92'
L11	S 01°39'57" W	1202.71'
L12	S 88°59'12" W	25.03'

POINT OF BEGINNING
SOUTHWEST CORNER
OF TRACT A
BUTLER BAY - UNIT THREE

LAKE BUYNAC ESTATES

P.B. 3, PAGE 115

BUTLER BAY - UNIT THREE
Tract A
Golf Course
Plat Book 18, Pages 4-9



NOT PLATTED

SHEET NOT COMPLETE WITHOUT SHEET 1 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE: 1" = 100'
FOR:
WINDERMERE GOLF
& COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
ORLANDO, FL 32806
PHONE: 407-342-0576
MICHAEL@MICHAELTRUDD.COM

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

EASEMENT (iiia) SHEET 1

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

10' UTILITY EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF LOT 11 OF BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, AND WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE; POINT BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 310.00 FEET, WITH A CHORD BEARING OF S 15°09'19" E, WITH AN ARC DISTANCE OF 240.66 FEET THROUGH A CENTRAL ANGLE OF 44°28'51"; ALONG THE WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE, A DISTANCE OF 234.67 FEET; THENCE S 37°23'44" E, ALONG THE WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE, A DISTANCE OF 88.86 FEET; POINT BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET, WITH A CHORD BEARING OF S 06°15'06" W, WITH AN ARC DISTANCE OF 304.72 FEET THROUGH A CENTRAL ANGLE OF 87°17'40"; ALONG THE WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE, A DISTANCE OF 276.09 FEET; THENCE N 40°06'04" W, ALONG THE NORTHWESTERLY LINE OF TRACT "A" OF A REPLAT OF LOTS 8, 9, 10 BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 25 AT PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 10.00 FEET; POINT BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 190.00 FEET, WITH A CHORD BEARING OF N 06°15'06" E, WITH AN ARC DISTANCE OF 289.48 FEET THROUGH A CENTRAL ANGLE OF 87°17'40"; A DISTANCE OF 262.28 FEET; THENCE N 37°23'44" W, A DISTANCE OF 88.86 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 320.00 FEET, WITH A CHORD BEARING OF N 15°09'19" W, WITH AN ARC DISTANCE OF 248.43 FEET THROUGH A CENTRAL ANGLE OF 44°28'51" A DISTANCE OF 242.24 FEET, TO THE AFOREMENTIONED SOUTH LINE OF LOT 11; THENCE S 82°54'53" E, ALONG THE AFOREMENTIONED SOUTH LINE OF LOT 11, A DISTANCE OF 10.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 0.145 ACRES (6305.03 SQUARE FEET), MORE OR LESS.


SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)


MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED *29 July 2016*

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
ORLANDO, FL 32806
PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM
FLA. L.B. 8067

SEAL

EASEMENT (iiia) SHEET 2

SHEET 2 OF 2

ABBREVIATIONS

U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
 CL = CENTER LINE
 R/W = RIGHT OF WAY
 P.O.C. = POINT ON CURVE
 ORB. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 P.T. = POINT OF TANGENCY
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 TWP = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE

CHECKED: RUDD

DRAWN: MTR

DATE: 01-04-2016

SCALE: 1" = 100'

FOR:

WINDERMERE GOLF
 & COUNTRY CLUB LLC

RUDD
 MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 37°23'44" E	88.86'
L2	N 40°06'04" W	10.00'
L3	N 37°23'44" W	88.86'
L4	S 82°54'53" E	10.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	240.66'	310.00'	44°28'51"	S 15°09'19" E	234.67'
C2	304.72'	200.00'	87°17'40"	S 06°15'06" W	276.09'
C3	289.48'	190.00'	87°17'40"	N 06°15'06" E	262.28'
C4	248.43'	320.00'	44°28'51"	N 15°09'19" W	242.24'

Tract "A" of A Replat of
 Lots 8, 9, 10 and Tract B,
 Butler Bay - Unit
 Three(P.B.
 25 PG. 116)

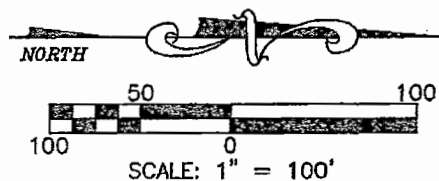
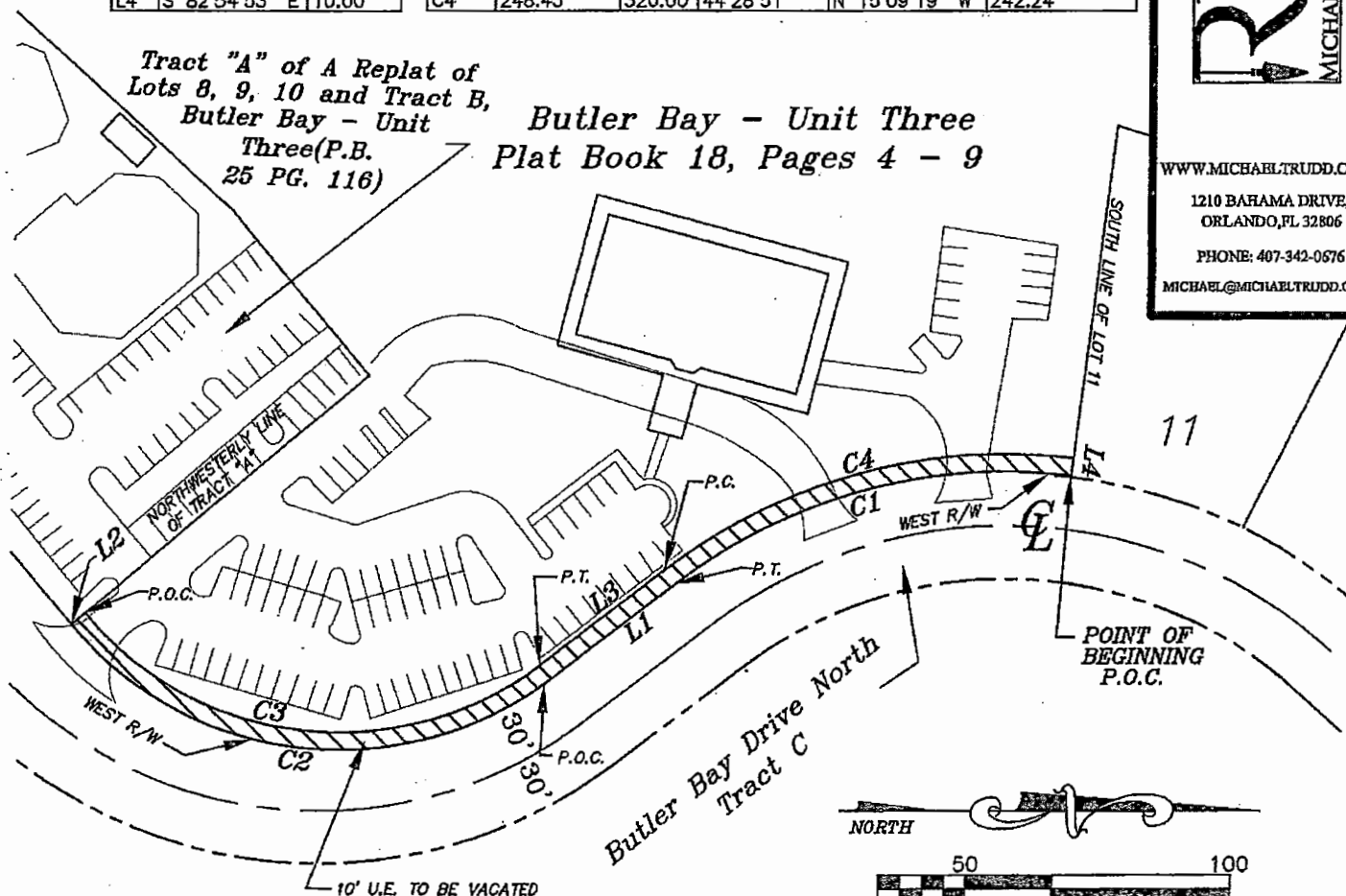
Butler Bay - Unit Three
 Plat Book 18, Pages 4 - 9

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
 ORLANDO, FL 32806

PHONE: 407-342-0576

MICHAEL@MICHAELTRUDD.COM



SHEET NOT COMPLETE WITHOUT SHEET 1 OF 2

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

EASEMENT (iib) SHEET 1

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

10' UTILITY EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE NORTHWEST CORNER OF LOT 7 OF BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE N 70°08'47" W, ALONG THE NORTHWESTERLY LINE OF SAID LOT 7, A DISTANCE OF 10.00 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 420.00 FEET, WITH A CHORD BEARING OF N 34°52'34" E, WITH AN ARC DISTANCE OF 220.24 FEET THROUGH A CENTRAL ANGLE OF 30°02'43"; A DISTANCE OF 217.73 FEET; THENCE N 49°53'56" E, TO THE NORTHWEST LINE OF TRACT "A" OF A REPLAT OF LOTS 8, 9, 10 AND TRACT B, BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 25 AT PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 123.38 FEET; THENCE S 40°06'04" E, ALONG SAID NORTHWEST LINE, A DISTANCE OF 10.00 FEET; THENCE S 49°53'56" W, ALONG THE WEST RIGHT-OF-WAY BUTLER BAY DRIVE NORTH, A DISTANCE OF 123.38 FEET; TO A POINT BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 410.00 FEET, WITH A CHORD BEARING OF S 34°52'35" W, WITH AN ARC DISTANCE OF 215.00 FEET THROUGH A CENTRAL ANGLE OF 30°02'43"; ALONG THE WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE NORTH, A DISTANCE OF 212.54 FEET; TO THE POINT OF BEGINNING

CONTAINING THEREIN: 0.078 ACRES (3410.01 SQUARE FEET), MORE OR LESS.


SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)


MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED *22 June 2016*

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
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PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM
FLA. L.B. 8067

SEAL

EASEMENT (iiib) SHEET 2

SHEET 2 OF 2

ABBREVIATIONS

- U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
 CL = CENTER LINE
 R/W = RIGHT OF WAY
 P.O.C. = POINT ON CURVE
 O.R.B. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 P.T. = POINT OF TANGENCY
 P.C. = POINT OF CURVATURE
 TWP = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 70°08'47" W	10.00'
L2	N 49°53'56" E	123.38'
L3	S 40°06'04" E	10.00'
L4	S 49°53'56" W	123.38'

CURVE TABLE

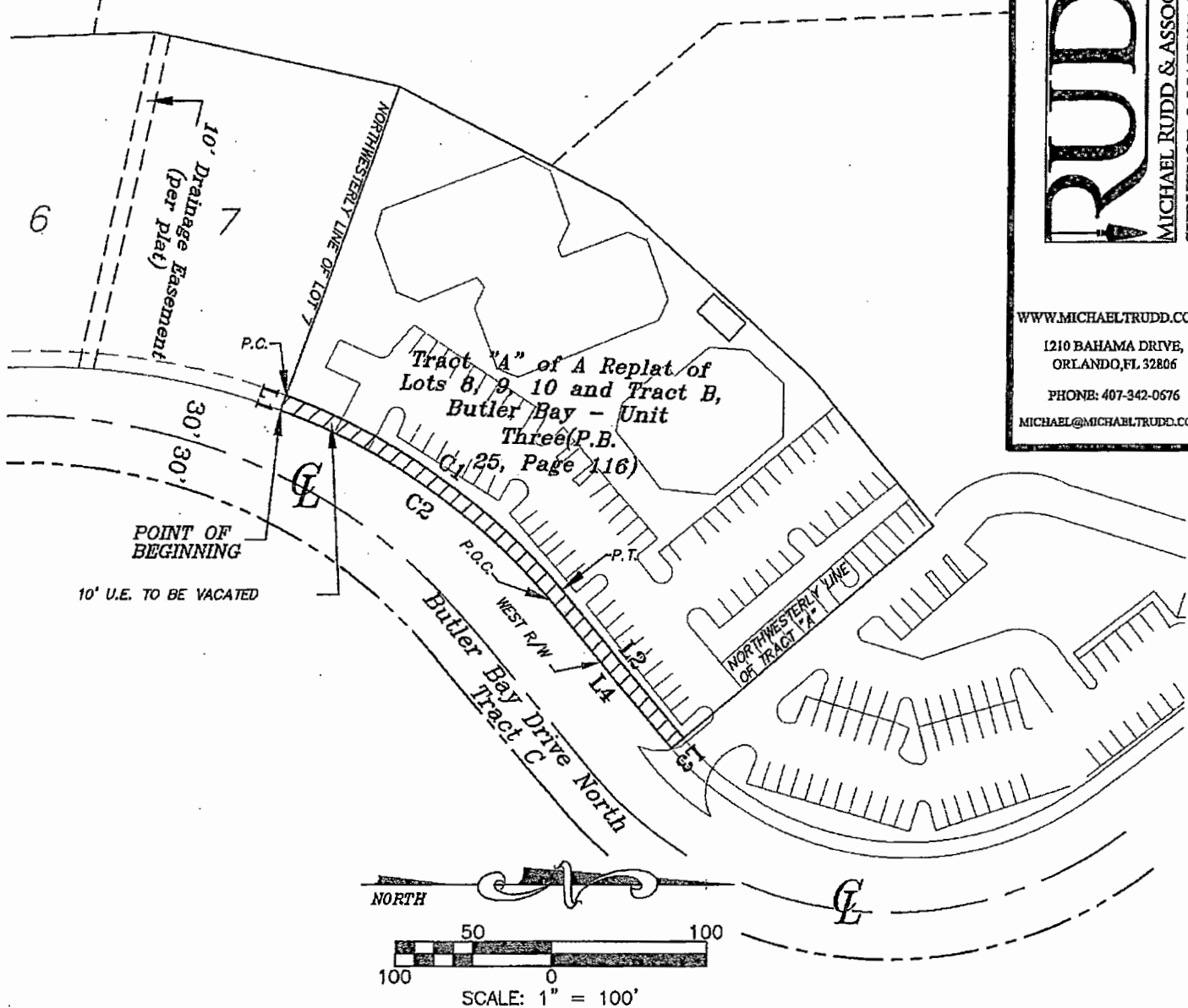
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	220.24'	420.00'	30°02'43"	N 34°52'34" E	217.73'
C2	215.00'	410.00'	30°02'43"	S 34°52'35" W	212.54'

Butler Bay - Unit Three
 Plat Book 18, Pages 4 - 9

CHECKED: RUDD
 DRAWN: MTR
 DATE: 01-04-2016
 SCALE: 1" = 100'
 FOR:
 WINDERMERE GOLF
 & COUNTRY CLUB LLC

RUDD
 MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
 1210 BAHAMA DRIVE,
 ORLANDO, FL 32806
 PHONE: 407-342-0676
 MICHAEL@MICHAELTRUDD.COM



SHEET NOT COMPLETE WITHOUT SHEET 1 OF 2

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

EASEMENT (iv) SHEET 1

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

10' UTILITY EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF LOT 20 OF BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 ON PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE NORTH; THENCE S 56°59'11" E, ALONG SAID WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE, A DISTANCE OF 162.01 FEET; TO A POINT ON THE NORTH LINE OF LOT 19 OF AFOREMENTIONED BUTLER BAY UNIT - THREE, THENCE S 41°49'56" W, ALONG THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 10.12 FEET; THENCE N 56°59'11" W, A DISTANCE OF 166.26 FEET; TO A POINT ON THE SOUTH LINE OF LOT 20, THENCE N 63°08'35" E, ALONG SAID SOUTH LINE OF LOT 20; A DISTANCE OF 11.56 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 0.038 ACRES (1641.36 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

27 June 2016

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
ORLANDO, FL 32806
PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM
FLA. L.B. 8067

SEAL

EASEMENT (iv) SHEET 2

ABBREVIATIONS

U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
 CL = CENTER LINE
 R/W = RIGHT OF WAY
 P.O.C. = POINT ON CURVE
 ORB. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 PGS. = PAGES
 TWP = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE

BUTLER BAY - UNIT THREE
 (P.B. 18, PGS. 4 - 9)

BUTLER BAY
 UNIT THREE
 Tract A
 Golf Course
 (Plat Book 18,
 Pages 4-9)

CHECKED: RUDD

DRAWN: MTR

DATE: 01-04-2016

SCALE: 1" = 50'

FOR:

WINDERMERE GOLF
 & COUNTRY CLUB LLC

RUDD
 MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
 ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

POINT OF
 BEGINNING

WEST R/W

Butler Bay Drive North
 Tract C

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 56°59'11" E	162.01'
L2	S 41°49'56" W	10.12'
L3	N 56°59'11" W	166.26'
L4	N 63°08'35" E	11.56'

NORTH



SCALE: 1" = 50'

SHEET NOT COMPLETE WITHOUT SHEET 1 OF 2

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

EASEMENT (v) SHEET 1 WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

10' UTILITY EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT 56 OF BUTLER BAY - UNIT THREE AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, AND THE WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE NORTH; THENCE S 78°58'00" W, ALONG SAID NORTH LINE, A DISTANCE OF 10.08 FEET; POINT BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 590.00 FEET, WITH A CHORD BEARING OF N 08°23'51" W, WITH AN ARC DISTANCE OF 201.26 FEET THROUGH A CENTRAL ANGLE OF 19°32'41"; A DISTANCE OF 200.29 FEET; THENCE N 01°22'29" E, A DISTANCE OF 173.26 FEET; THENCE N 18°22'12" W, A DISTANCE OF 29.60 FEET; THENCE N 01°22'29" E, A DISTANCE OF 66.74 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET, WITH A CHORD BEARING OF N 43°37'31" W, WITH AN ARC DISTANCE OF 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 21.21 FEET; THENCE N 01°22'29" E, TO THE SOUTH RIGHT-OF-WAY OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255), A DISTANCE OF 10.00 FEET; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF S 43°37'31" E, WITH AN ARC DISTANCE OF 39.27 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 35.36 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE S 01°22'29" W, A DISTANCE OF 65.00 FEET; THENCE S 18°22'12" E, A DISTANCE OF 29.60 FEET; THENCE S 01°22'29" W, A DISTANCE OF 175.00 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 580.00 FEET, WITH A CHORD BEARING OF S 08°27'34" E, WITH AN ARC DISTANCE OF 199.10 FEET THROUGH A CENTRAL ANGLE OF 19°40'06"; A DISTANCE OF 198.12 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 0.115 ACRES (5011.96 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

29 July 2016

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

FLA. L.B. 8067

SEAL

EASEMENT (v) SHEET 2

ABBREVIATIONS

U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
 CL = CENTER LINE
 R/W = RIGHT OF WAY
 P.O.C. = POINT ON CURVE
 O.R.B. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 P.T. = POINT OF TANGENCY
 P.C. = POINT OF CURVATURE
 PG. = PAGE
 TWP. = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 78°58'00" W	10.08'
L2	N 01°22'29" E	173.26'
L3	N 18°22'12" W	29.60'
L4	N 01°22'29" E	66.74'
L5	N 01°22'29" E	10.00'
L6	S 01°22'29" W	65.00'
L7	S 18°22'12" E	29.60'
L8	S 01°22'29" W	175.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	201.26'	590.00'	19°32'41"	N 08°23'51" W	200.29'
C2	23.56'	15.00'	90°00'00"	N 43°37'31" W	21.21'
C3	39.27'	25.00'	90°00'00"	S 43°37'31" E	35.36'
C4	199.10'	580.00'	19°40'06"	S 08°27'34" E	198.12'

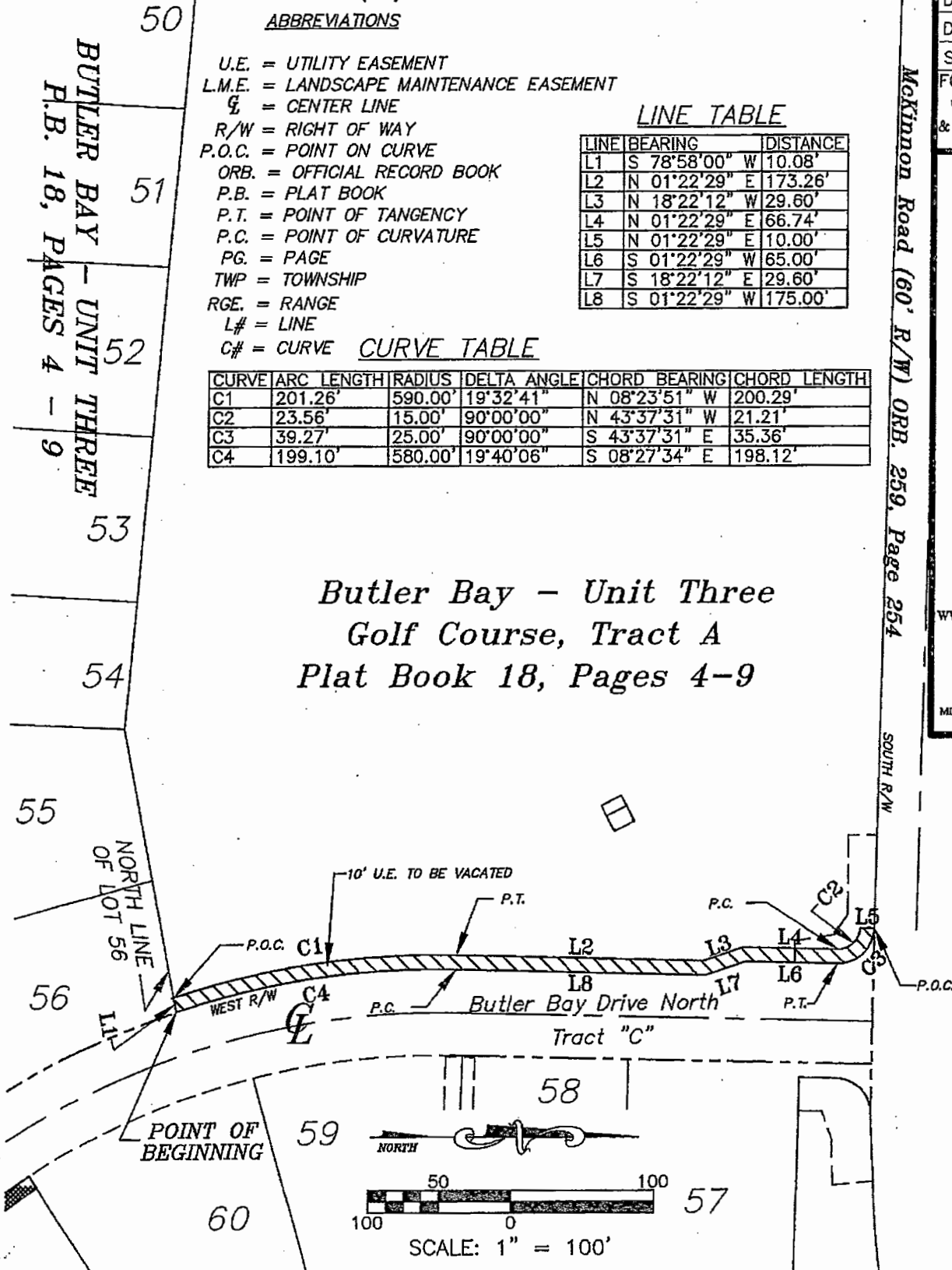
Butler Bay - Unit Three
 Golf Course, Tract A
 Plat Book 18, Pages 4-9

SHEET 2 OF 2

CHECKED: RUDD
 DRAWN: MTR
 DATE: 01-04-2016
 SCALE: 1" = 100'
 FOR:
 WINDERMERE GOLF
 & COUNTRY CLUB LLC

Michael Rudd & Associates, LLC
 SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
 1210 BAHAMA DRIVE,
 ORLANDO, FL 32806
 PHONE: 407-342-0676
 MICHAEL@MICHAELTRUDD.COM



SHEET NOT COMPLETE WITHOUT SHEET 1 OF 2

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

VACATED EASEMENT (vi) SHEET 1 WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

10' UTILITY EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE NORTHWEST CORNER OF LOT 61 OF BUTLER - BAY UNIT THREE, AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 56°59'11" W, ALONG THE EAST RIGHT-OF-WAY OF BUTLER BAY DRIVE, A DISTANCE OF 125.03 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 520.00 FEET, WITH A CHORD BEARING OF N 45°03'36" W, WITH AN ARC DISTANCE OF 216.48 FEET THROUGH A CENTRAL ANGLE OF 23°51'10"; A DISTANCE OF 214.92 FEET, TO THE SOUTHWEST CORNER OF LOT 60 OF AFOREMENTIONED BUTLER BAY UNIT - THREE; THENCE N 56°51'59" E, ALONG THE SOUTH LINE OF SAID LOT 60, A DISTANCE OF 10.00 FEET; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 510.00 FEET, WITH A CHORD BEARING OF S 45°03'36" E, WITH AN ARC DISTANCE OF 212.32 FEET THROUGH A CENTRAL ANGLE OF 23°51'10"; A DISTANCE OF 210.79 FEET; THENCE S 56°59'11" E, TO THE NORTHWESTERLY LINE OF AFOREMENTIONED LOT 61, A DISTANCE OF 125.03 FEET; THENCE S 33°00'49" W, ALONG THE AFOREMENTIONED NORTHWESTERLY LINE OF LOT 61, A DISTANCE OF 10.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 0.042 ACRES (1837.95 SQUARE FEET), MORE OR LESS.


SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY, AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED FOR THE PURPOSE OF VACATING PLATTED EASEMENTS WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC.

MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)


MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED *20 July 2016*

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
ORLANDO, FL 32806
PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM
FLA. L.B. 8067

SEAL

EASEMENT (vi) SHEET 2

ABBREVIATIONS

24 U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
 CL = CENTER LINE
 R/W = RIGHT OF WAY
 P.O.C. = POINT ON CURVE
 ORB. = OFFICIAL RECORD BOOK
 23 P.B. = PLAT BOOK
 P.T. = POINT OF TANGENCY
 P.C. = POINT OF CURVATURE
 PGS. = PAGES
 TWP = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE

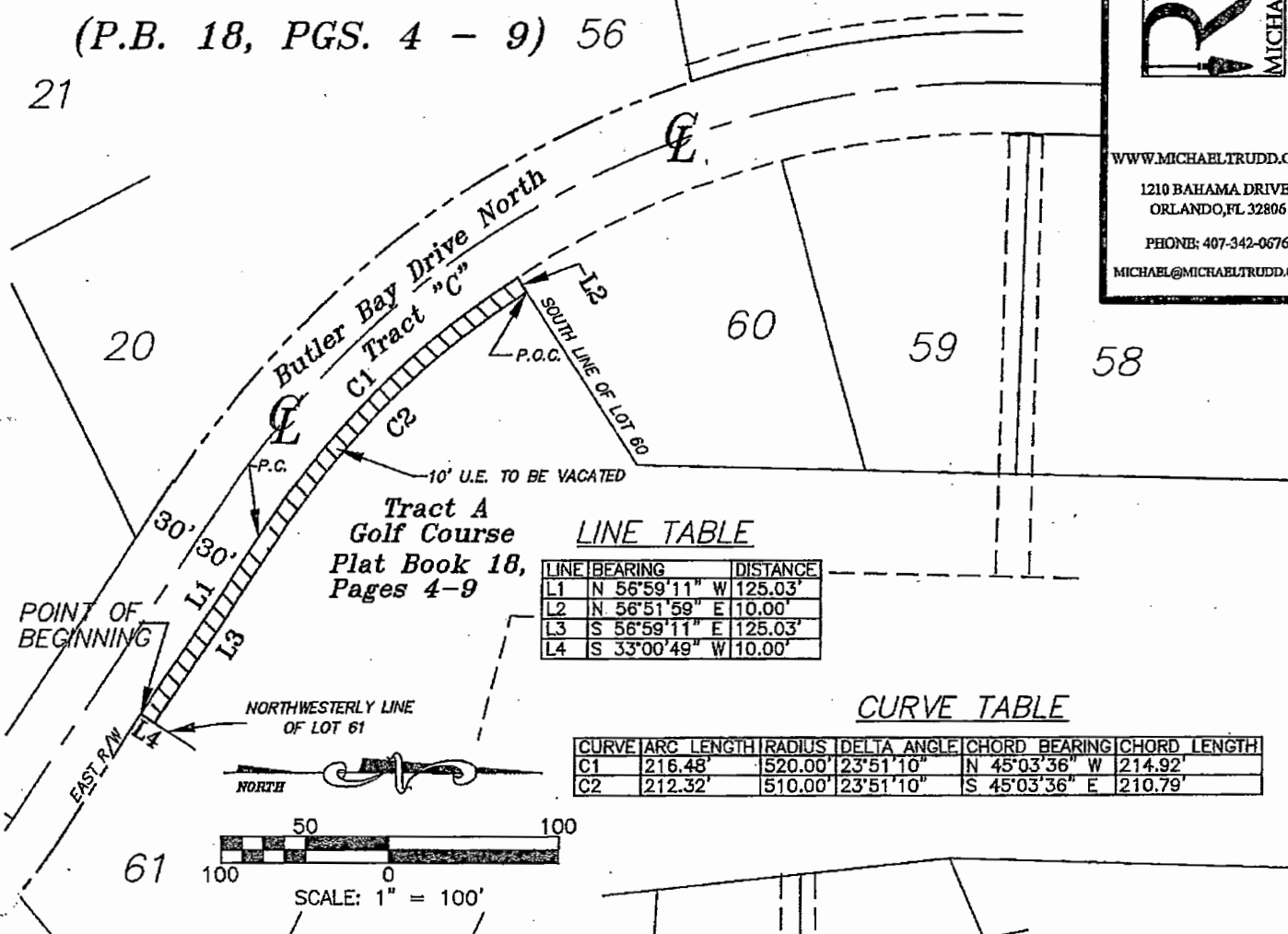
BUTLER BAY -
 UNIT THREE
 Tract A
 Golf Course
 (Plat Book 18,
 Pages 4-9)

CHECKED: RUDD
 DRAWN: MTR
 DATE: 01-04-2016
 SCALE: 1" = 100'
 FOR:
 WINDERMERE GOLF
 & COUNTRY CLUB LLC

RUDD
 MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
 1210 BAHAMA DRIVE,
 ORLANDO, FL 32806
 PHONE: 407-342-0676
 MICHAEL@MICHAELTRUDD.COM

BUTLER BAY
 UNIT THREE
 (P.B. 18, PGS. 4 - 9)



SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

EASEMENT (vii) SHEET 1

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

10' UTILITY EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE SOUTHWEST CORNER OF TRACT A OF BUTLER - BAY UNIT THREE, AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 525.44 FEET, WITH A CHORD BEARING OF N 11°23'50" E, WITH AN ARC DISTANCE OF 183.72 FEET THROUGH A CENTRAL ANGLE OF 20°02'00" A DISTANCE OF 182.79 FEET; THENCE S 88°37'31" E, ALONG THE SOUTH LINE OF LOT 122 OF BUTLER - BAY UNIT THREE, AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 10.66 FEET; SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 515.44 FEET, WITH A CHORD BEARING OF S 11°36'01" W, WITH AN ARC DISTANCE OF 183.87 FEET THROUGH A CENTRAL ANGLE OF 20°26'21" A DISTANCE OF 182.90 FEET, TO THE NORTH RIGHT-OF-WAY OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255); THENCE N 88°37'31" W, ALONG THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF MCKINNON ROAD, A DISTANCE OF 10.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 0.042 ACRES (1837.95 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC. MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

29 July 2016

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD

DRAWN: MTR

DATE: 01-04-2016

SCALE N/A

FOR:

WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD

MICHAEL RUDD & ASSOCIATES, LLC

SURVEYOR & MAPPER SINCE 1982

Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

FLA. L.B. 8067

SEAL

EASEMENT (vii) SHEET 2

LINE TABLE

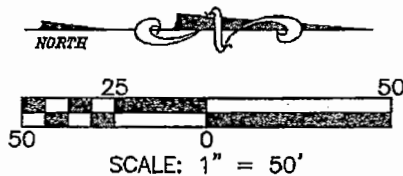
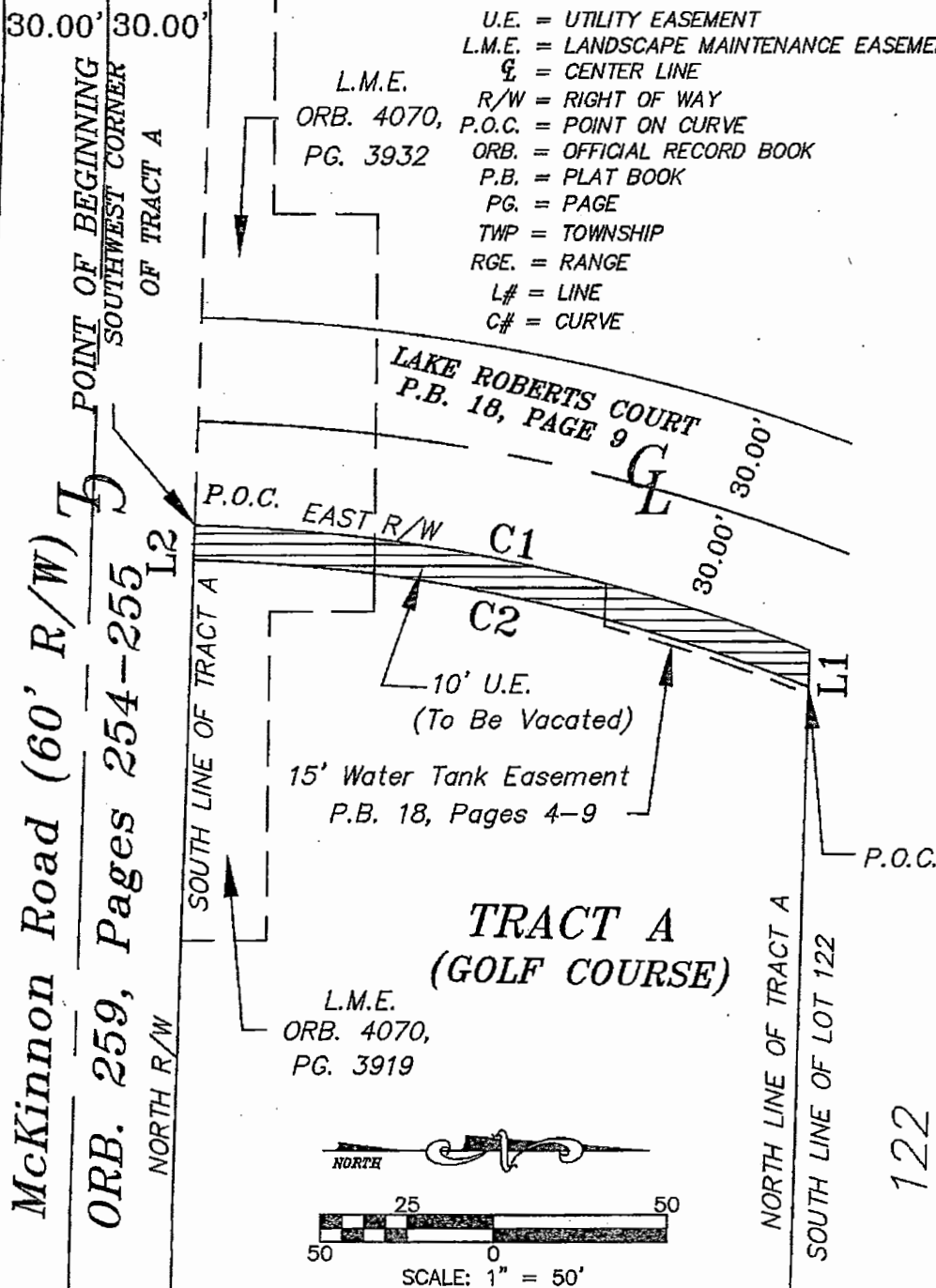
LINE	BEARING	DISTANCE
L1	S 88°37'31" E	10.66'
L2	N 88°37'31" W	10.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	183.72'	525.44'	20°02'00"	N 11°23'50" E	182.79'
C2	183.87'	515.44'	20°26'21"	S 11°36'01" W	182.90'

ABBREVIATIONS

U.E. = UTILITY EASEMENT
 L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
 CL = CENTER LINE
 R/W = RIGHT OF WAY
 P.O.C. = POINT ON CURVE
 ORB. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 PG. = PAGE
 TWP = TOWNSHIP
 RGE. = RANGE
 L# = LINE
 C# = CURVE



SHEET 2 OF 2

CHECKED: RUDD

DRAWN: MTR

DATE: 01-04-2016

SCALE: 1" = 50'

FOR:

WINDERMERE GOLF
& COUNTRY CLUB LLC

RUDD
 MICHAEL RUDD & ASSOCIATES, LLC
 SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

BUTLER BAY -
 UNIT THREE
 P.B. 18, PAGES 4 - 9

SHEET NOT COMPLETE WITHOUT SHEET 1 OF 2

F

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

WATER TANK EASEMENT (i) SHEET 1

WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

15' WATER TANK EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE NORTHWEST CORNER OF TRACT A OF BUTLER - BAY UNIT THREE, AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S 88°37'31" E, ALONG THE SOUTH LINE OF LOT 122 OF SAID BUTLER BAY - UNIT THREE, A DISTANCE OF 12.79 FEET; TO A POINT BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 513.44 FEET, WITH A CHORD BEARING OF S 18°23'59" W, WITH AN ARC DISTANCE OF 62.79 FEET THROUGH A CENTRAL ANGLE OF 07°00'24"; A DISTANCE OF 62.75 FEET; THENCE N 88°37'31" W, TO THE EAST RIGHT-OF-WAY OF LAKE ROBERTS COURT, A DISTANCE OF 12.33 FEET; SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 525.44 FEET, WITH A CHORD BEARING OF N 17°59'53" E, WITH AN ARC DISTANCE OF 62.65 FEET THROUGH A CENTRAL ANGLE OF 06°49'55"; A DISTANCE OF 62.62 FEET, TO THE EAST RIGHT-OF-WAY OF LAKE ROBERTS COURT; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 0.042 ACRES (1837.95 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC. MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED *22 January 2016*

NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SIGNING SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
ORLANDO, FL 32806
PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM
FLA. L.B. 8067

SEAL

WATER TANK EASEMENT (i) SHEET 2

SHEET 2 OF 2

LINE TABLE

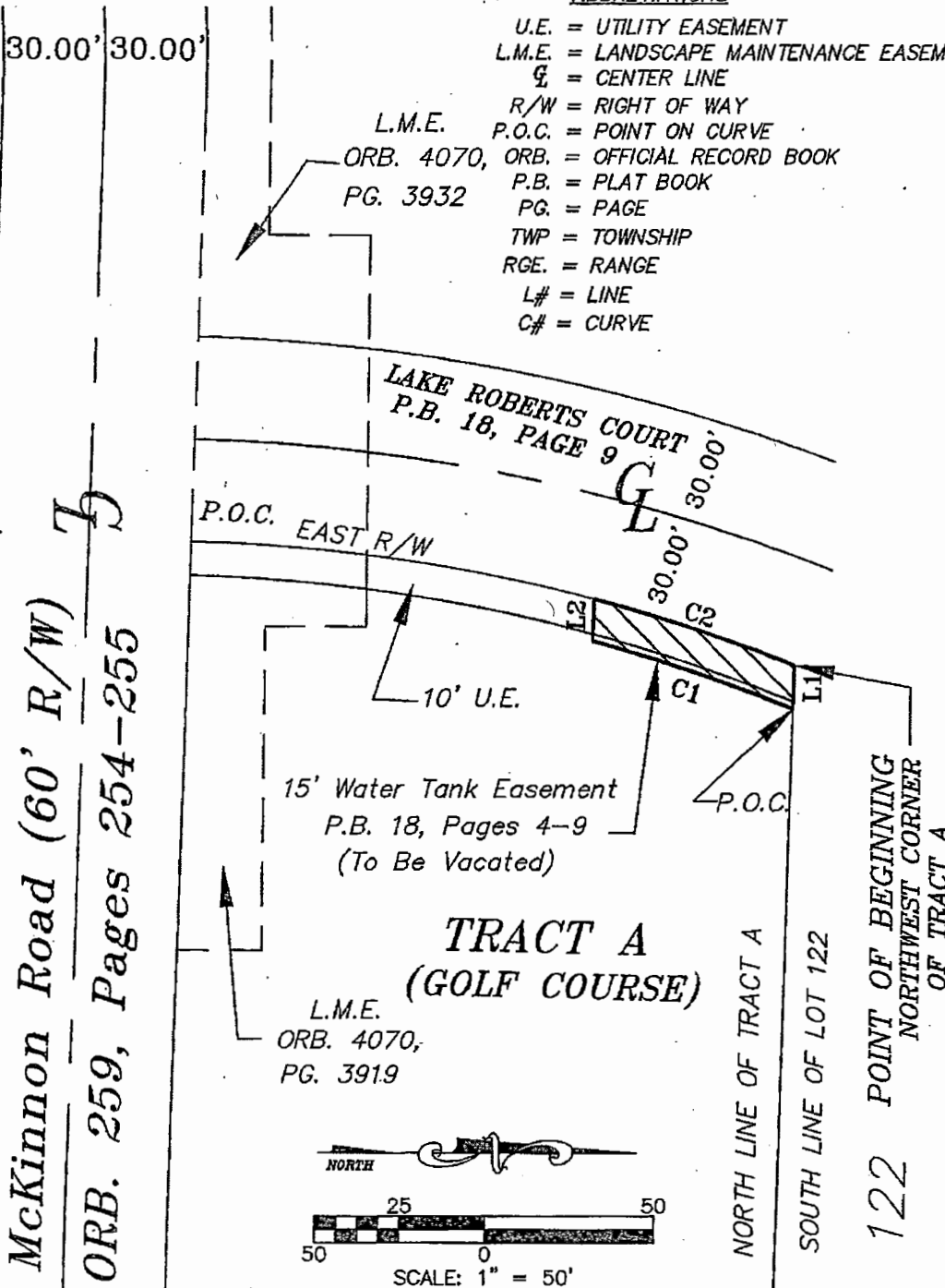
CURVE TABLE

LINE	BEARING	DISTANCE
L1	S 88°37'31" E	12.79'
L2	N 88°37'31" W	12.33'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	62.79'	513.44'	07°00'24"	S 18°23'59" W	62.75'
C2	62.65'	525.44'	06°49'55"	N 17°59'53" E	62.62'

ABBREVIATIONS

- U.E. = UTILITY EASEMENT
- L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
- C# = CENTER LINE
- R/W = RIGHT OF WAY
- P.O.C. = POINT ON CURVE
- ORB. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- TWP = TOWNSHIP
- RGE. = RANGE
- L# = LINE
- C# = CURVE



CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE: 1" = 50'
FOR:
WINDERMERE GOLF
& COUNTRY CLUB LLC

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982

WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
ORLANDO, FL 32806
PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM

BUTLER BAY -
UNIT THREE
P.B. 18, PAGES 4 - 9

SKETCH OF DESCRIPTION FOR:

SHEET 1 OF 2

WATER TANK EASEMENT (ii) SHEET 1 WINDERMERE GOLF & COUNTRY CLUB LLC

PROPERTY AT: SECTION 1 & 12, TWP 23 SOUTH, RGE 27 EAST ORANGE
COUNTY, FLORIDA

15' WATER TANK EASEMENT

LEGAL DESCRIPTION :

BEGIN AT THE NORTHWEST CORNER OF LOT 19 OF BUTLER - BAY UNIT THREE, AS RECORDED IN PLAT BOOK 18 AT PAGES 4 - 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S 41°49'56" W, ALONG THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 15.18 FEET; THENCE N 56°59'11" W, A DISTANCE OF 55.66 FEET; THENCE N 41°49'56" E, TO THE WEST RIGHT-OF-WAY OF BUTLER BAY DRIVE NORTH, A DISTANCE OF 15.18 FEET; THENCE S 56°59'11" E, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 55.66 FEET; TO THE POINT OF BEGINNING.

CONTAINING THEREIN: 0.019 ACRES (834.87 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE MONUMENTED EAST RIGHT-OF-WAY LINE OF MCKINNON ROAD (ORB. 259, PGS. 254 - 255) AS N01°40'40"E ASSUMED.
2. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
3. ALL BEARINGS AND DISTANCES SHOWN ARE IN ACCORD WITH THE RECORD PLATS EXCEPT AS SHOWN.
4. THIS IS NOT A FIELD SURVEY AND IS BASED ON A FIELD SURVEY COMPLETED ON 12-21-2015 AND NO UTILITIES LOCATED UNDER THIS ASSIGNMENT.
5. PURPOSE OF THE SKETCH AND DESCRIPTION IS FOR PURPOSE OF VACATING PLATTED EASEMENTS.

SURVEYOR'S CERTIFICATION:

TO: WINDERMERE COUNTRY CLUB LLC, a Florida limited liability company, BRYAN DeCUNHA, MANAGER: THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS FOUND IN 5J-17-FAC. MICHAEL RUDD & ASSOCIATES, LLC (FLA. L.B. 8067)

MICHAEL T. RUDD, PLS. (SEAL)
FLORIDA REGISTERED SURVEYOR NO. 3960

DATE SIGNED

22 July 2016

NOT VALID WITHOUT THE EMBROIDERED SEAL OF THE SURVEYOR

SHEET NOT COMPLETE WITHOUT SHEET 2 OF 2

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE N/A
FOR:
WINDERMERE GOLF &
COUNTRY CLUB LLC

RUDD

MICHAEL RUDD & ASSOCIATES, LLC

SURVEYOR & MAPPER SINCE 1982

Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM

1210 BAHAMA DRIVE,
ORLANDO, FL 32806

PHONE: 407-342-0676

MICHAEL@MICHAELTRUDD.COM

FLA. L.B. 8067

SEAL

WATER TANK EASEMENT (ii) SHEET 2

SHEET 2 OF 2

ABBREVIATIONS

- U.E. = UTILITY EASEMENT
- L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
- C.L. = CENTER LINE
- R/W = RIGHT OF WAY
- P.O.C. = POINT ON CURVE
- ORB. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- TWP = TOWNSHIP
- RGE. = RANGE
- L# = LINE
- C# = CURVE

BUTLER BAY - UNIT THREE
(P.B. 18, PAGES 4 - 9)

CHECKED: RUDD
DRAWN: MTR
DATE: 01-04-2016
SCALE: 1" = 50'
FOR:
WINDERMERE GOLF
& COUNTRY CLUB LLC

BUTLER BAY
UNIT THREE
Tract A
Golf Course
(Plat Book 18,
Pages 4-9)

RUDD
MICHAEL RUDD & ASSOCIATES, LLC
SURVEYOR & MAPPER SINCE 1982

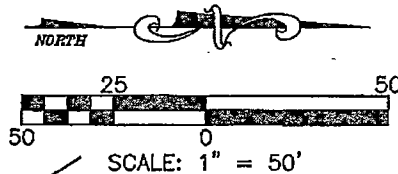
WWW.MICHAELTRUDD.COM
1210 BAHAMA DRIVE,
ORLANDO, FL 32806
PHONE: 407-342-0676
MICHAEL@MICHAELTRUDD.COM

15' Water Tank Easement
P.B. 18, Pages 4-9
(To Be Vacated)

19

BUTLER BAY - UNIT THREE
(P.B. 18, PAGES 4 - 9)

POINT OF
BEGINNING



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 41°49'56" W	15.18'
L2	N 56°59'11" W	55.66'
L3	N 41°49'56" E	15.18'
L4	S 56°59'11" E	55.66'

61

SHEET NOT COMPLETE WITHOUT SHEET 1 OF 2

DEVELOPER'S AGREEMENT

THIS AGREEMENT is made by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida ("Orange County") and WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, 2710 Butler Bay Drive, N., Windermere, Florida 34786 ("Owner").

RECITALS:

1. Owner owns certain real property located in the unincorporated area of Orange County (the "Property") more particularly described in Exhibit "A" attached hereto, which is the 155± acre parcel listed as Tract A on the Butler Bay Unit 3 Plat, PB 18, Page 4 as amended by A Replat of Lots 8, 9, 10 and Tract B Butler Bay – Unit 3 Plat, PB 25, Page 116.
2. Owner applied for a Petition to Vacate Plat regarding the Property.
3. At the public hearing on November 18, 1985, the Board of County Commissioners of Orange County adopted certain conditions of approval for the Preliminary Subdivision Plan, which included the Property, based upon the Orange County Subdivision Regulations and based upon considerations relating to the area surrounding the Property, water bodies abutting the properties adjacent to the Property and other circumstances affecting the adjacent properties and the Property.

4. The conditions of approval adopted by Orange County assure compliance with the Orange County Subdivision Regulations and assure compatibility of development on the Property with surrounding development and with the surrounding environment.

5. Orange County memorialized the conditions of approval in a Developer's Agreement adopted February 24, 1986 and recorded at OR Book 3757, Page 1536, Public Records of Orange County, Florida (the "1986 Developer's Agreement") between Orange County and Windermere Lakes, Ltd.

6. The 1986 Developer's Agreement recognized that the Conditions of Approval control all future development in the Butler Bay Unit 3 Plat, including the Property, "unless said conditions of approval are amended or modified by Orange County".

7. Now, 30 years after the original 1986 Developer's Agreement, Owner is closing the golf course, ceasing utilization of the Property as a golf course, and desires to utilize the Property in a manner consistent with the FLU designation of R1 to 1 and the R-CE-C zoning regulations.

8. To accomplish redevelopment of the Property, Orange County, through its actions of November 19, 2015, has directed Owner to file a Petition to Vacate the Property in order to remove all notes and restrictions regarding development rights and access to the Property as noted on the Butler Bay Unit 3 Plat, PB 18, Page 4 as amended by A Replat of Lots 8, 9, 10 and Tract B Butler Bay - Unit 3 Plat, PB 25, Page 116 and to file this Developer's Agreement to modify the 1986 Developer's Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions stated below, Orange County and Owner agree as follows:

1. Recitals. The foregoing recitals are true and form a material part of this Agreement.

PB 18, Page 4 which acknowledge said Easement created by PB 13, Pages 59-60.

2.07 Conveyance of Utility Easement.

Owner, contemporaneously with the execution of this Developer's Agreement, hereby conveys to Orange County a document for a non-exclusive Easement for utilities over the following areas: (i) a 10 foot wide easement over that same area southwest of Butler Bay Drive North between Lots 1 and 2; (ii) a 25 foot wide easement over that same area east of Lake Buynak Estates along the western boundary of the Property and then running northeast to Butler Bay Drive North; (iii) a 10 foot wide easement over that same area west of Butler Bay Drive North between Lots 7 and 11 which is described as (iii-a) for that area from Lot 11 to the former Lot 10 which was vacated and replatted as Tract A by PB 25, Page 116 and (iii-b) for that area formerly known as Lots 8, 9 and 10 which were vacated and replatted as Tract A by PB 25, Page 116; (iv) a 10 foot wide easement over that same area southwest of Butler Bay Drive North between Lots 19 and 20; (v) a 10 foot wide easement over that same area west of Butler Bay Drive North between lot 56 and McKinnon Road; (vi) a 10 foot wide easement over that same area northeast of Butler Bay Drive North between Lots 60 and 61; and (vii) a 10 foot wide easement over that same area north of McKinnon Road and east of Lake Roberts Court from McKinnon Road to Lot 122; all as generally depicted on and for the same purposes as indicated on the Butler Bay Unit 3 Plat, PB 18, Page 4 as amended by A

Replat of Lots 8, 9, 10 and Tract B Butler Bay - Unit 3 Plat, PB 25, Page 116.

2.08 Conveyance of Water Tank Easement.

Owner, contemporaneously with the execution of this Developer's Agreement, hereby conveys to Orange County a document for a non-exclusive Easement of 15 feet by 55 feet for water tanks over the following areas: (i) north of McKinnon Road on the east side of Lake Roberts Court and South of Lot 122; and (ii) southwest of Butler Bay Drive North and Northwest of Lot 19; as generally depicted on and for the same purposes as indicated on the Butler Bay Unit 3 Plat, PB 18, Page 4.

6. Recording. The parties hereto agree that an executed copy of this Agreement shall be recorded at the Developer's expense in the Official Records of Orange County, Florida, prior to platting all or any part of the Property.

7. Letter from Orange County. Upon written request from the Owner, Orange County, or any successor agency or entity, will execute a document (the form of which is reasonably satisfactory to Owner) which evidences the status of compliance by Owner with the conditions of approval contained herein. Said document shall be prepared in recordable form and shall be delivered to Owner within (10) days of receipt by the County of the request for same.

8. Recording Modifications to Conditions of Approval. Any modifications to the Conditions of Approval referenced in Paragraph 2 above shall be recorded in the Public Records of Orange County, Florida.

9. Effective Date. This Agreement takes effect on the later of the dates stated below.

ORANGE COUNTY, FLORIDA

By: _____
Mayor, Board of
County Commissioners

ATTEST: MARTHA HAYNIE,
Clerk to Board of County
Commissioners

DATE: _____

By: _____

WINDERMERE COUNTRY CLUB, LLC,
a Florida limited liability company

By: _____
Bryan DeCunha, President

DATE: _____

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Bryan DeCunha, as President of Windermere Country Club, LLC, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2016.

Notary Public
Printed Name:
My Commission Expires:

EXHIBIT "A"

Legal Description of the "Property", Windermere Country Club, LLC

GRAY ROBINSON
ATTORNEYS AT LAW

301 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
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MEMORANDUM

TO: Mayor Jacobs and Board of County Commissioners
FROM: Paul H. Chipok *Paul H. Chipok*
DATE: January 27, 2016
SUBJECT: Support of Windermere Country Club Petition to Vacate; Property Referenced as
Golf Course, Not Common Open Space

Petitioner, owners of a soon to be defunct former golf course, is requesting the Board approve a Petition to Vacate the Tract A portion of the Butler Bay Unit 3 Plat as amended. As the information in this Memorandum makes clear, Petitioner's request fully complies with all relevant County Code provisions and should be approved.

Windermere Country Club has filed a rezoning application, Application #RZ-10-038, to modify the Cluster Plan to 1) bring the 155 acres under the current standard of 1 unit per 1 acre and 2) change the 155 acres from golf course (a referenced use and not open space) to residential area to accommodate 95 lots. At the November 19, 2015 Planning and Zoning Commission meeting, the Planning and Zoning Commission continued the rezoning application to April 21, 2016 and directed Windermere Country Club to file a Petition to Vacate the 155 acre Tract A/golf course property and to modify the 1986 Developer's Agreement applicable to the Butler Bay, Unit 3 Plat¹.

The modification to the 1986 Developer's Agreement and Plat Conditions 12 (development rights) and 13 (access rights) are being addressed through a new Developer's Agreement and Petition to Vacate #16-_____.

BACKGROUND

The Butler Bay Cluster Plan, where the Tract A/Golf Course Property is located, received its zoning approval on February 21, 1985. There was no mention of conveyance of development

¹ Tab I

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rights from the Golf Course Property in this zoning approval.²

Language regarding dedication of the development rights to the Golf Course Property to Orange County first emerged during PSP review on November 18, 1985.³ That condition to convey development rights was included in the "1986 Developer's Agreement"⁴. When the Butler Bay Unit 3 Plat⁵, was approved, a Resolution Vacating and Annuling a portion of the Butler Bay Unit 2 Plat was approved at the same time.⁶ Further, when the Replat of Lots 8, 9, 10 and Tract B was approved on April 2, 1990⁷, a second Resolution Vacating and Annuling Plat was approved by the BOCC on the same day.⁸

GOLF COURSE PROPERTY IS NOT "COMMON OPEN SPACE", "COMMON AREA", OR "COMMON PRIVATE FACILITIES."

The Windermere Country Club golf course is privately held property and maintained by the Golf Course Property owner. It is not common open space. The County's ordinances and a review of the history of the County approvals associated with the Golf Course Property make this very clear.

Section 34-155(a)⁹ defines "open space" and states it may include private parks and recreation areas provided: (i) they have been designated as a tract on the plat, (ii) they are adequate for the intended purpose, (iii) assurance has been given by deed restriction or Covenants, Conditions and Restrictions ("CCRs") that the area will be maintained and (iv) the area must be identified on the plat as 'common areas' for owners of property within the subdivision. In this case, the Golf Course Property is not identified as 'common area' on the plat. There is no plat dedication of Golf Course Property to any other lot or property owners. The CCRs do not include the Golf Course Property nor provide for maintenance of the golf course. In fact, the "Property" as defined in Exhibit A to the CCRs is limited to Lots 1-123, PB 18, Pages 4-9 and notably does not include the Tract A/Golf Course Property. The CCR definition of "Common Area" requires that common area be owned by the "Association". Article XII of the CCRs is titled "Covenants and Restrictions Relating to Golf Course". Section 1 states "All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club". Section 3 creates a 10-foot easement in favor of the golf course across the

² See Minutes of February 21, 1985 Planning and Zoning Commission Meeting (Tab A) and Minutes of February 25, 1985 Board of County Commission Meeting (Tab B).

³ Attached Tab C

⁴ Development Agreement recorded at OR 3757/1536 (Tab D) and hereinafter "1986 Developer's Agreement."

⁵ PB 18/4 (Tab E)

⁶ See OR 3808/2058 (Tab F).

⁷ Replat of Lots 8, 9, 10 and Tract B, Butler Bay Unit 3, PB 25/116 (Tab G).

⁸ See OR 4173/3662 (Tab H)

⁹ Tab J

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rear of each lot adjacent to the golf course. The easement prohibits fences, walls or shrub planting. See OR Book 3808, Page 1478 (Tab K). The plat note 12 and 13 on PB 18, Page 4, which are applicable to the golf course are between the Golf Course Property owner and the County, the subdivision owners are not parties to those plat note restrictions. At the time of plat and the 1986 Developer's Agreement, the owner of the Golf Course was a separate entity from the subdivision lot developers. Clearly, there is no dedication or identification on the plat that the Tract A/Golf Course Property is common area for the owners of property within the subdivision. Further, the subdivision lot developer and their successors, the individual lot owners, were on notice through the CCRs that the golf course was not common area or common open space for the benefit of the lot owners. Rather, the lot owners acknowledge through the CCRs the existence of a private golf course for the use and enjoyment of the members of the private golf club. There is no documented expectation that the lot owners have any legal or equitable interest in the Tract A/Golf Course Property.

The 1986 Developer's Agreement (Tab D) approved by the Board of County Commissioners on February 26, 1986 incorporated the November 18, 1985 Preliminary Subdivision Plan conditions of approval (Tab C). That 1986 Developer's Agreement recognizes that the conditions shall control all future development of the property "(unless said conditions of approval are amended or modified by Orange County)".

The 1986 Developer's Agreement, Condition 5, provides: "The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities." The "Developer's Agreement - Common Private Facilities" was approved by the Board of County Commissioners on July 21, 1986¹⁰. That Development Agreement was executed by "Windermere Lakes, Ltd." who was not the owner of the Golf Course Property. Further, the "Property" subject to that Developer's Agreement is Lots 1-123 of "Butler Bay Unit 3" not the Tract A/ Golf Course Property. The Tract A/Golf Course Property by the terms of that 1986 Developer's Agreement is not "common private facilities."

In regards to open space, the Tract A/Golf Course Property is zoned R-CE-C. Section 38-556¹¹, requires 40% of each lot to be pervious surface. Section 38-557¹², Common Open Space, Subsection (a) refers to Chapter 24 for open space regulations. Section 24-29(e)¹³ provides, that for residential cluster districts, when the density is less than or equal to 1 unit per acre, there is no common open space required. Section 24-26¹⁴, Definitions, states "Common Open Space" shall mean a type of open space designed and intended for the use or enjoyment of occupants of a project. That Section also defines "Residential Private Open Space" to include

¹⁰ Tab L. Recorded at OR Book 3808, Page 1466.

¹¹ Tab M.

¹² Tab N.

¹³ Tab O.

¹⁴ Tab P.

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front, rear and side yards excluding parcel driveways and structures. Both common open space and residential private open space are included as part of the definition of "Open Space."

Section 24-27¹⁵, Legislative findings, at Subsection (e) states:

"Consistency in the definition of open space and the provisions for open space are necessary to balance between private property rights and the protection of the public health, safety and welfare."

Section 24-28¹⁶, Applicability, provides, in part, that the open space standards are minimum standards, "however, an applicant may provide a greater percentage of open space but a greater percentage of open space will not be required by the county." Section 24-30¹⁷, Open Space Design Guidelines, subsection (e), Ownership and Maintenance, states common open space areas shall be the responsibility of a property owners' association or a mandatory homeowner's association. In Butler Bay Unit 3, this responsibility is addressed through the July 21, 1986 "Developer's Agreement -- Common Private Facilities" (Tab L), which does not include the Tract A/Golf Course Property.

Notwithstanding the foregoing, in 1985 the standard for common open space was 25%. Attached as Tab T is a chart prepared by Poulos and Bennett making clear that the owners' proposed revision to Tract A/Golf Course Property within the Cluster Plan retains total Butler Bay Cluster Plan gross common open space at 25%.

Notwithstanding the foregoing, the 1985 approved Cluster Plan (Tab A) does not define the term "Gross Open Space". As defined by the Orange County Code, "Open Space" includes "Residential Private Open Space" and "Common Open Space". In the 1985 Cluster Plan, reference is made to having 38% "Gross Open Space" within the Butler Bay Cluster Plan. Attached as Tab U is a chart prepared by Poulos and Bennett which establishes that the total Butler Bay Cluster Plan open space (calculated utilizing both common open space and residential open space) after redevelopment of Tract A to 95 lots will be 45.3% of the total area. For just the 155 acres within Tract A after redevelopment to 95 lots the open space will be 60.6%.

CONCLUSION

Under the current Orange County Code there is no common open space requirements for an R-CE-C project when density is less than or equal to 1 unit per acre. The County, by releasing the development rights for 95 units back to the Tract A/Golf Course Property,

¹⁵ Tab Q.

¹⁶ Tab R.

¹⁷ Tab S.

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maintains an overall density within the Butler Bay Cluster Plan of 1 unit per one acre in full compliance with County Code.

Even if the old standard of 25% common open space was applied to the request for 95 units on the Golf Course Property, the overall common open space within the Butler Bay Cluster Plan will remain at 25% common open space, also fully compliant with the County Code.

In the event that the 38% "gross open space" as listed in the original 1985 Butler Bay Cluster Plan is interpreted to apply to the current cluster plan modification request, the resulting modified Butler Bay Cluster Plan, with 95 units assigned to the Tract A/Golf Course Property, will exceed the 38% gross open space, also fully compliant with the County Code.

This memorandum establishes that the release of the development rights back to the Tract A/Golf Course Property owner through the vacation of the plat as applicable to Tract A/Golf Course Property can be accomplished in compliance with the open space standards.

DONALD ARNOLD, request for a Change in Zoning Classification from A-1 to R-CE-C on property which is located 1/10 mile North of intersection of Clarcona-Osceola Road and Hiwassee Road.
(NE of SE) 35-21-28 Tract Size: 15.3 acres District #2)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Zoning Department Evidence File). The R-CE Cluster District would be appropriate in this location, however, submitted plans do not meet the requirements of the Cluster Plan. Staff recommended denial, as submitted.

Sharon Smith, Zoning Director, advised the Board that the applicant had requested the hearing be continued for one month for further study.

A motion was made by Joe Boogaart, seconded by Nancy Weber and unanimously carried to continue the hearing to March 21, 1985 for further study.

ED SPOMER, "BUTLER BAY CLUSTER", request for a Change in Zoning Classification from R-CE and A-1 to R-CE-C on property which is located Southeast Corner Park Ridge/Gotha Road and Windermere Road, extending West of McKennon Road.
(ATL) 1-23-27
(SE) 6-23-28
(N) 7-23-28
(E3/4) 12-23-27 Tract Size: 509 acres District #3)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Zoning Department Evidence File) and recommended approval, subject to conditions as recommended by the DRC which were highlighted for the Board.

Bob Canter of Dyer, Riddle, Mills & Precourt, Inc., 1505 E. Colonial Drive was present representing the project and in agreement with the staff recommendation and conditions.

Jim Merchant, of Wauseon Drive, representing the Wauseon Home Owners Association, was present in opposition to the request due to traffic concerns. Mr. Merchant said that he had actually done a traffic count between the hours of 6:00 AM and 7:00 AM at the three-way stop at McGuire and Park Ridge Roads. In that hour, 143 vehicles went through the intersection. He added that this was not "peak" traffic time, as it becomes heavier between 7:15 AM and 8:15 AM due to the school traffic. Mr. Merchant also stated that the elementary school in the area is already over capacity and a further hardship would be created on the current residents should the rezoning be approved.

A motion was made by Don Phillips, seconded by Linwood Billings and unanimously carried to approve the request, subject to the following staff conditions:

1. Perimeter lots abutting R-CE zoning shall be either one acre in size or 130 feet in lot width with 50 foot setback at perimeter line. Perimeter lots abutting unplatted R-CE Districts may be 110 feet at perimeter line with the provision of a minimum 35 foot landscaped buffer.
2. Minimum lot width at normal high water elevation shall be 110 feet. Lots 12, 20, 23, 24, 25, 30, 31, 42, 75 and 76, as submitted, are in non-conformance. This Board policy was adopted to resolve the high percentage of vegetation that could

MEETING OF FEBRUARY 21, 1985

potentially be removed as a result of the cumulative effect of small lots on the lakeshore.

3. All lots shall be platted outside all Conservation Areas.

4. A reverse swale system shall be constructed on all lakefront lots, as determined by Engineering and Pollution Control:

5. Setbacks shall be:

a. 35 feet from right-of-way of "E Drive", due to the nature of it being the principal north/south collector for the development.

b. All other lots as stipulated in the RCE-C District:

Front: 30 Feet
Rear: 15 Feet
Side: 10 Feet
Side Street: 15 Feet

6. Additional rights-of-way for major streets shall be dedicated to Orange County as per Article XXI.

7. Maximum building height for all structures shall be 35 feet.

8. Development shall be in accordance with the Cluster Plan dated February 8, 1985, the Zoning Resolution, Subdivision Regulations, and the Shoreline Protection Ordinance.

and further, made a finding of consistency with the Growth Management Policy.

13. COLUMBIA MANAGEMENT CORP., request for a Change in Zoning Classification from R-1A and C-1 to C-1 on property which is located Northwest Corner Lee Road (St. Rd. 438) and Adanson Street (Winter Park).
(NE¼ 3-22-29 Tract Size: 2.5 acres District #2)

Ed Williams, Planning Director, advised the Board that the traffic situation had not yet been resolved, and recommended the hearing be continued.

A motion was made by Joe Boogaart, seconded by Chris Bauer and unanimously carried to continue the hearing to April 18, 1985 for further study.

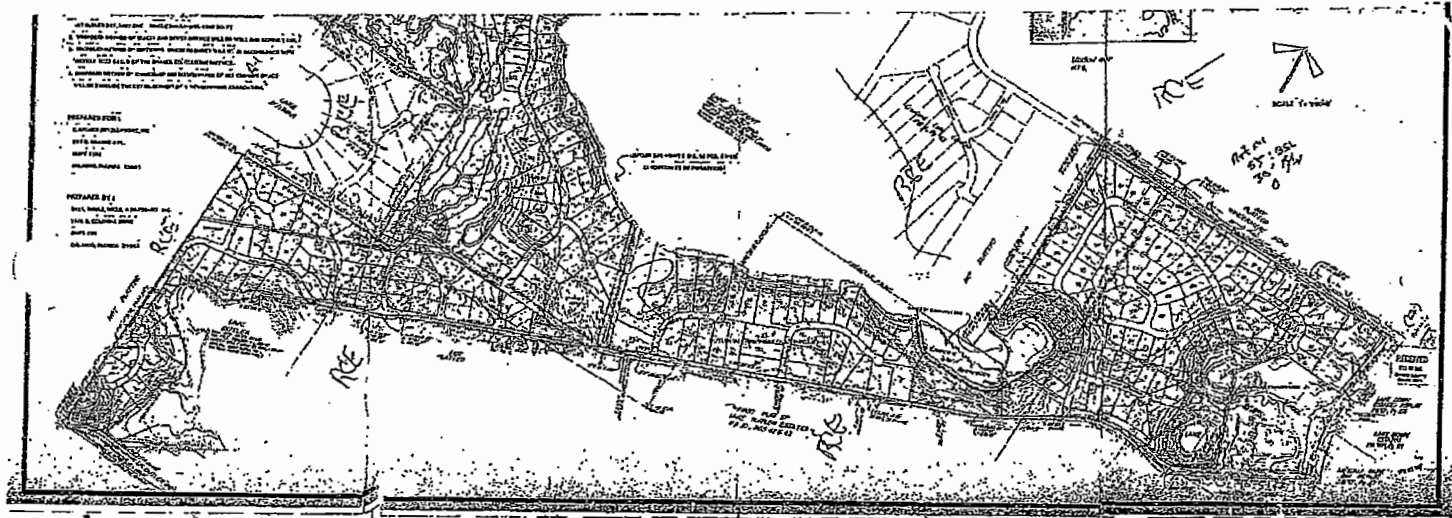
14. THOMAS B. DRAGE, JR., request for a Change in Zoning Classification from R-1A to C-1 on property which is located East side Fairview Avenue, 125 feet North of Fairbanks Avenue.
(SE¼ of SE¼ 3-22-29 Tract Size: 50 X 142 District #2)

Sharon Smith, Zoning Director, advised the Board that the applicant had withdrawn the request by letter dated January 21, 1985.

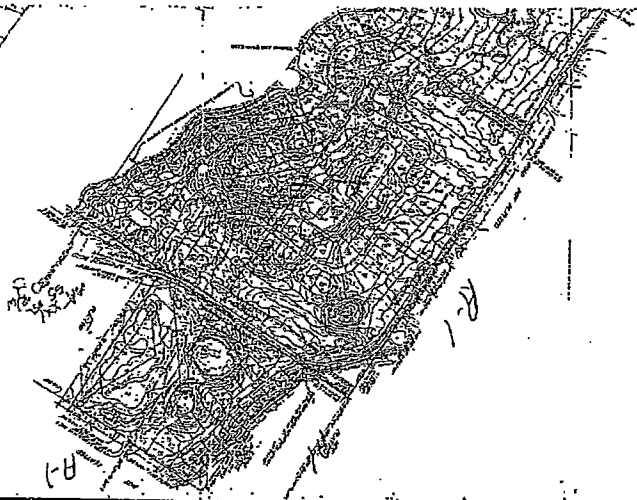
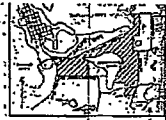
No action was taken by the Planning and Zoning Commission.

18. JAMES H. WILLIAMS, request for a Change in Zoning Classification from R-1A to C-2 on property which is located North side 35th Street, 150 feet East of South Orange Blossom Trail.
(NE¼ of NE¼ 10-23-29 Tract Size: 50 X 135 District #1)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Zoning Department Evidence File). The Future Land Use designation for the area is commercial. Commercial uses are located to the west and south of the subject property. Both have orientation to Orange Blossom Trail. The subject property does not meet the minimum lot width and lot size for the C-2 District. Staff is concerned over the impacts that would result from the overcrowding of the property.



CLUSTER DEVELOPMENT PLAN
 for LAKE ELMER BAY
 CENTRE COUNTY, ALASKA



Legend:
 R-1 RESIDENTIAL LOT
 R-2 RESIDENTIAL LOT
 R-3 RESIDENTIAL LOT
 R-4 RESIDENTIAL LOT
 R-5 RESIDENTIAL LOT
 R-6 RESIDENTIAL LOT
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 R-100 RESIDENTIAL LOT

B

February 25, 1985

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Zoning

P&Z Rec.
2/21/85

Hearing #7
Butler Bay
Cluster

Commissioner Carter requested clarification of Planning & Zoning Commission

Continued Hearing #7 - Ed Spomer, "Butler Bay Cluster", which was approved
with restrictions.

Zoning Director Sharon Smith and Planning & Development Director Tracy Watson
discussed the restrictions which were imposed for an acceptable plan in accordance
with all County rules and regulations.

No further action was taken.

Meeting
Adjourned

There being no further business, the Chairman adjourned the meeting.

ATTEST:

Thomas H. Locker
Clerk

Hal Marston
Chairman

Mary Jo Garrison
Deputy Clerk

February 25, 1985

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into compliance with revised State Law and to remove inconsistencies and clarify portions of the existing ordinance.

Mr. Ray West, member of the H.A.E.V. Board, was present to answer questions from the Commissioners.

Upon a motion by Commissioner Carter, seconded by Commissioner Harrell and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board adopted an Ordinance to amend Article IV, as described above.

(Ordinance on file in the office of the Clerk to Board of County Commissioners).

Public
Hearing

Notice was given that the Board of County Commissioners would hold a public

Preliminary
Subdivision
Plan

hearing to consider the Preliminary Subdivision Plan for Butler Bay on the following described property:

Butler Bay

That part of the Replat of Metcalf Park, as recorded in Plat Book 2, Page 18, of the Public Records of Orange County, Florida, described as follows:

Begin on the Northern right of way line of Park Ave. and the Southeast corner of the Homeowners Park of Butler Bay Unit One, as recorded in Plat Book 11, Pages 82 through 94 of the Public Records of Orange County, Florida; thence leaving the Northern right of line of Park Ave. run along the boundary line of said Butler Bay Unit One N. 30°41'40"W. 395.90 feet; thence continue along said boundary line run N. 87°54'28"W. 308.39 feet; thence leaving said boundary of Butler Bay Unit One run N. 02°51'17"E. 655.01 feet; thence N. 01°11'12"E. 1300.86 feet to the Southern right of way line of Windermere Road; thence through the following courses and distances run along the Southern right of way line of said Windermere Road; thence S. 88°38'04"E. 44.92 feet; thence S. 87°42'31"E. a distance of 519.40 feet to the point of curvature of a curve concave Southerly and having a radius of 573.31 feet with a central angle of 07°56'11"; thence Easterly along the arc of said curve 93.27 feet to the point of a reverse curve concave Northerly and having a radius of 849.98 feet with a central angle of 07°54'00"; thence Easterly along the arc of said curve 117.20 feet to the point of tangency; thence S. 87°40'20"E. a distance of 2069.10 feet to a point on the Westerly right of way of the Seaboard Coast Line Railroad; thence leaving the South right of way of Windermere Road, run S. 10°27'59"W. along said Westerly right of way 512.45 feet to the point of curvature of a curve concave Southeasterly and having a radius of 1,490.98 feet; thence Southwesterly 85.07 feet along the arc of said curve through a central angle of 03°16'09" to a point on said curve and also being the Northeast corner of an Orange County School Property as recorded in Official Record Book 1708, Pages 267 and 268 of the Public Records of Orange County, Florida; thence leaving said Seaboard Coast Line Railroad run along said school property boundary line through the following courses and distances; thence N. 87°11'23"W. 570.56 feet (570.00 feet per deed); thence S. 34°48'40"W. 400.00 feet; thence S. 18°40'17"E. 810.35 feet to the Southwest corner of said school property and said point being on the Northern right of way of Park Ave.; thence through the following courses and distances run along said Northern right of way line; thence S. 60°38'17"W. 270.95 feet to the point of curvature of a curve concave Northerly and having a radius of 257.52 feet; thence Westerly 137.61 feet along the arc of said curve through a central angle of 41°44'23" to point of tangency; thence N. 77°37'10"W. 207.60 feet to the point of curvature of a curve concave Southerly and having a radius of 853.51 feet; thence Westerly 541.67 feet along the arc of said curve through a central angle 43°04'30" to the point of tangency; thence S. 59°18'20"W. 588.44 feet to the point of beginning, Containing 103.556 acres.

Subject to Easements and Restrictions of Record.

(NOTE: Legal reflects peaceful occupation for Westerly property line).

TOGETHER WITH

Commencing at the Northeast corner of the Northwest 1/4 of Section 7, Township 23 South, Range 28 East, Orange County, Florida; run thence S. 02° 02' 28" W., along the East line of said Northwest 1/4 587.82 feet to the Northerly right of way line of Park Avenue; thence run S. 59° 18' 20" W., 155.22 feet along said Northerly right of way line for the Point of Beginning at the point of curvature of a curve concave Northerly having a radius of 1633.37 feet and a central angle of 09° 19' 00"; thence run Southwesterly along the arc of said curve 278.73 feet to the point of tangency; thence run S. 68° 37' 20" W., along said right of way line 2906.97 feet; thence S. 21° 03' 48" E., 15.00 feet; thence S. 88° 00' 20" W., along said right of way line 235.00 feet to the centerline of an existing canal; thence leaving aforesaid Northerly right of way line, run N. 15° 59' 40" W., along said canal centerline 1055 feet more or less to the water edge of Lake Crescent; thence run Easterly along said water's edge 1000 feet more or less to the West line of aforesaid Section 7; thence run N. 02° 02' 28" E., along said West line 540 feet more or less to the Northwest corner of the South 1/2 of the North 1/2 of the Northwest 1/4 of said Section 7; thence run S. 87° 04' 26" E., along the North line of said South 1/2 of the North 1/2 of the Northwest 1/4 a distance of 1970.80 feet to the Southwest corner of the East 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 7; thence continue S. 87° 04' 26" E., 312.20 feet to a point 395.90 feet N. 30° 41' 40" W., from the Point of Beginning; thence run S. 30° 41' 40" E., 395.90 feet to the Point of Beginning.

Containing therein 59.0 acres more or less.

TOGETHER WITH

For a Point of Beginning begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; said point being the Southwest corner of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; and said point also being a point on the Southerly right of way line of Park Avenue and the point of curvature of a curve concave Northwesterly and having a 800.00 foot radius; thence through the following courses and distances along said Southerly boundary of Butler Bay Unit Two; run Northeasterly 322.31 feet along the arc of said curve through a central angle of 23° 05' 02" to the point of tangency; thence N. 67° 00' 00" E., 189.82 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Northeasterly 326.57 feet along the arc of said curve through a central angle of 25° 17' 07" to the point of tangency; thence S. 87° 42' 53" E., 656.88 feet to the point of curvature of a curve concave Northwesterly and having a 7551.33 foot radius; thence Easterly 199.99 feet along the arc of said curve through a central angle of 09° 29' 51" to the point of tangency; thence S. 89° 12' 45" E., 213.51 feet to a point on the Northerly right of way line of Metcalf Road as recorded in Official Record Book 1098, Page 150 of the Public Records of Orange County, Florida; thence leaving said Southerly boundary line run S. 65° 00' 20" W., 1659.43 feet along said right of way of Metcalf Road; thence S. 21° 59' 40" W., 60.00 feet; thence N. 68° 00' 20" E., 243.42 feet; thence leaving said Metcalf Road right of way line run S. 57° 49' 00" W., 220.62 feet; thence S. 63° 02' 00" W., 167.63 feet to the Southeast corner of a 30.00 foot wide road right of way as recorded in Official Record Book 1573, Page 427 of the Public Records of Orange County, Florida; thence along the boundary of said road right of way run N. 20° 58' 00" W., 30.00 feet; thence S. 65° 02' 00" W., 430.08 feet; thence S. 20° 58' 00" E., 30.00 feet; to the Southwest corner of said right of way; thence leaving said right of way run S. 69° 02' 00" W., 435.15 feet to the water's edge of Lake Butler; thence through the following courses and distances along the water's edge; run S. 31° 22' 40" W., 61.31 feet; thence E. 52° 43' 51" W., 162.27 feet; thence S. 62° 04' 21" W., 119.33 feet; thence N. 81° 01' 21" W., 148.23 feet; thence S. 72° 04' 49" W., 110.17 feet; thence S. 55° 28' 20" W., 126.77 feet; thence S. 19° 16' 45" W., 92.06 feet; thence S. 17° 01' 20" E., 93.63 feet; thence S. 26° 44' 50" E., 58.42 feet; thence S. 68° 17' 08" E., 122.29 feet; thence S. 51° 53' 10" E., 126.46 feet; thence S. 45° 46' 36" E., 128.97 feet; thence S. 33° 33' 27" E., 124.05 feet; thence S. 05° 36' 17" E., 133.06 feet; thence S. 51° 17' 01" W., 143.30 feet; thence S. 08° 36' 27" W., 107.42 feet; thence S. 19° 14' 16" W., 163.11 feet; thence S. 20° 00' 13" W., 113.72 feet; thence S. 15° 17' 30" W., 123.39 feet; thence S. 09° 57' 30" W., 95.60 feet; thence S. 86° 12' 46" E., 64.55 feet; thence N. 45° 43' 27" E., 60.60 feet; thence N. 66° 27' 43" E., 56.45 feet; thence leaving said water's edge run S. 36° 27' 24" W., 107.56 feet to the Northerly right of way line of West Lake Butler Road; thence along said Northerly right of way line run N. 63° 47' 16" W., 78.60 feet to the point of curvature of a curve concave Southeasterly and having a 470.88 foot

radius; thence Westerly 180.21 feet along the arc of said curve through a central angle of $21^{\circ}55'40''$ to the point of tangency; thence $S.74^{\circ}17'04''W. 196.23$ feet to the point of curvature of a curve concave Northwesterly and having a 410.76 foot radius; thence Southwesterly 17.78 feet along the arc of said curve through a central angle of $02^{\circ}28'48''$ to a point on the West line of the East $1/2$ of the Southwest $1/4$ of said Section 12; thence leaving said Northerly right of way from a tangent bearing of $S.76^{\circ}42'56''W.$ run $N.01^{\circ}40'18''E. 2636.32$ feet along said West line of the East $1/2$ of the Southwest $1/4$ of said Section 12 to the Northwest corner of the Northeast $1/4$ of the Southwest $1/4$ of Section 12 said being a point on the Southerly right of way line of Lake Butler Blvd. and also being the Southwest corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence $S.89^{\circ}54'58''E. 1366.26$ feet along the Southerly boundary of Lake Buynak to the Point of Beginning.

Containing therein 59.6027 acres; subject to easements and restrictions of record.

TOGETHER WITH

Butler Bay Unit Two, Plat Book 13, Pages 59-60

For a Point of Beginning, begin at the Southwest corner of the Northeast $1/4$ of Section 12, Township 23 South, Range 27 East, Orange County, Florida; thence $N.01^{\circ}39'57''E. 1281.88$ feet along the West line of said Northeast $1/4$ also being the East boundary line of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; to the Northeast corner of the Southeast $1/4$ of the Northwest $1/4$ of said Section 12; thence $N.28^{\circ}50'29''E. 458.57$ feet; thence $N.32^{\circ}43'20''E. 474.20$ feet to the waters edge of Lake Crescent; thence run along the waters edge through the following courses; thence $S.44^{\circ}24'53''E. 69.12$ feet; thence $S.28^{\circ}25'38''E. 120.56$ feet; thence $S.64^{\circ}00'10''E. 139.71$ feet; thence $S.23^{\circ}50'01''E. 161.45$ feet; thence $N.68^{\circ}24'34''E. 110.23$ feet; thence $S.55^{\circ}36'31''E. 273.80$ feet; thence $S.43^{\circ}15'36''E. 265.58$ feet; thence $S.58^{\circ}50'14''E. 185.01$ feet; thence $S.68^{\circ}45'37''E. 246.59$ feet; thence $S.45^{\circ}41'50''E. 62.02$ feet to a point on the center line of an existing canal also being the Northwesterly line of Lot 102 of Butler Bay Unit One as recorded in Plat Book 11, Pages 92, 93 and 94 of the Public Records of Orange County, Florida; thence $S.15^{\circ}53'40''E. 1010.84$ feet along the Westerly line of said Butler Bay Unit One to a point on the Northerly right of way line of Park Avenue; thence $S.68^{\circ}00'20''W. 167.56$ feet along said right of way line; thence $N.89^{\circ}12'45''W. 239.34$ feet to the point of curvature of a curve concave Northwesterly and having a 7651.33 foot radius; thence Westerly 199.93 feet along the arc of said curve through a central angle of $01^{\circ}29'51''$ to the point of tangency; thence $N.87^{\circ}42'53''W. 656.69$ feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Southwesterly 326.67 feet along the arc of said curve through a central angle of $25^{\circ}17'07''$ to the point of tangency; thence $S.67^{\circ}00'00''W. 188.82$ feet to the point of curvature of a curve concave Northwesterly and having a 890.00 foot radius; thence Southwesterly 322.31 feet along the arc of said curve through a central angle of $23^{\circ}05'02''$ to the Point of Beginning.

Containing therein 63.2832 acres. Subject to easements and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1 and 12, Township 23 South, Range 27 East, Orange County, Florida, described as follows:
For a Point of Beginning begin at the Southeast corner of the Northeast $1/4$ of the Northwest $1/4$ of said Section 12, and said point being the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence $N.88^{\circ}11'43''W. 1324.38$ feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast $1/4$ of the Northwest $1/4$ of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing $N. 43^{\circ}26'06''E.$ thence through the following courses and distances along said Easterly right of way line run Northeasterly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'26''$ to the point of tangency; thence $N. 01^{\circ}40'40''E. 1230.06$ feet to a point on the North line of said Section 12; thence $N. 02^{\circ}19'14''E. 1200.00$ feet; thence leaving said right of way line run $S. 87^{\circ}40'46''E. 548.80$ feet to a point of curvature of a curve concave Southeasterly and having a 411.67 foot radius; thence from a tangent bearing of $N. 18^{\circ}30'00''E.$ run Northeasterly 961.94 feet along the arc of said curve through a central angle of $133^{\circ}51'52''$ to the point of tangency; thence $S. 27^{\circ}37'08''E. 129.82$ feet to the point of curvature of a curve concave Northeasterly

and having a 230.00 foot radius; thence Easterly 361.28 feet along the arc of said curve through a central angle of $90^{\circ}00'00''$ to the point of a compound curve concave Northwesternly and having a 470.00 foot radius; thence Northeastly 240.00 feet along the arc of said curve through a central angle of $24^{\circ}22'52''$ to a point; thence from a tangent bearing of N. $38^{\circ}00'00''$ E run S. $52^{\circ}00'00''$ E. 400.00 feet to the waters edge of Lake Crescent also being at a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances: thence S. $29^{\circ}49'44''$ W. 140.00 feet; thence S. $70^{\circ}24'18''$ W. 61.83 feet; thence N. $87^{\circ}43'55''$ W. 72.83 feet; thence S. $34^{\circ}06'38''$ W. 154.62 feet; thence S. $25^{\circ}29'52''$ E. 99.65 feet; thence S. $75^{\circ}34'55''$ E. 146.75 feet; thence S. $11^{\circ}33'52''$ E. 301.96 feet; thence S. $64^{\circ}10'29''$ W. 187.24 feet; thence S. $23^{\circ}03'37''$ W. 89.96 feet; thence S. $31^{\circ}31'13''$ W. 235.86 feet; thence S. $56^{\circ}54'41''$ W. 170.83 feet; thence S. $25^{\circ}38'35''$ W. 127.58 feet; thence S. $10^{\circ}40'49''$ E. 131.74 feet; thence S. $70^{\circ}43'14''$ E. 98.57 feet; thence S. $31^{\circ}17'24''$ E. 97.63 feet; thence leaving said waters edge and 102.8 contour elevation run S. $32^{\circ}43'20''$ W. 18.00 feet to the Northwest corner of Lot 123 of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; thence continue S. $32^{\circ}43'20''$ W. 474.26 feet along the Northwesternly boundary line of said Butler Bay Unit Two; thence continue along said Butler Bay Unit Two boundary, S. $23^{\circ}50'29''$ W. 468.57 feet to the Point of Beginning.

Containing therein 99.635 acres. Subject to easement and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 12, and said point being on the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence N. $89^{\circ}11'43''$ W. 1324.28 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesternly and having a 118.10 foot radius; from a tangent bearing of N. $43^{\circ}28'06''$ E. thence through the following courses and distances along said Easterly right of way, run Northeastly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'26''$ to the point of tangency; thence N. $01^{\circ}40'40''$ E. 1230.08 feet to a point on the North line of said Section 12; thence N. $02^{\circ}19'14''$ E. 1200.00 feet to a Point of Beginning; thence continue along said right of way line run N. $02^{\circ}19'14''$ E. 883.76 feet to the point of curvature of a curve concave Southeastly and having a 367.99 foot radius; thence Northeastly 264.02 feet along the arc of said curve through a central angle of $41^{\circ}08'29''$ to the point of tangency; thence N. $43^{\circ}25'43''$ E. 207.55 feet to the point of curvature of a curve concave Southeastly and having a 318.57 foot radius; thence Northeastly 266.58 feet along the arc of said curve through a central angle of $40^{\circ}56'48''$ to the point of tangency; thence S. $88^{\circ}37'31''$ E. 1035.50 feet to the point of curvature of a curve concave Northwesternly and having a 1187.09 foot radius; thence Northeastly 341.29 feet along the arc of said curve through a central angle of $16^{\circ}28'28''$ to point on said curve; thence leaving said right of way line from a tangent bearing of N. $74^{\circ}54'03''$ E. run S. $61^{\circ}45'56''$ W. 7.03 feet to the North line of the Southeast 1/4 of Section 1, Township 23 South, Range 27 East, Orange County, Florida; thence S. $88^{\circ}12'22''$ E. 838.22 feet along said North line of the Southeast 1/4 to the waters edge of Lake Crescent also being a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances: run thence S. $18^{\circ}51'10''$ W. 36.96 feet; thence run S. $00^{\circ}41'46''$ W. 170.19 feet; thence S. $33^{\circ}44'53''$ W. 177.61 feet; thence S. $83^{\circ}42'40''$ W. 170.04 feet; thence S. $14^{\circ}25'00''$ W. 126.17 feet; thence S. $28^{\circ}30'13''$ W. 83.71 feet; thence S. $28^{\circ}50'41''$ W. 131.85 feet; thence S. $16^{\circ}21'54''$ W. 143.87 feet; thence S. $03^{\circ}44'18''$ W. 143.88 feet; thence S. $13^{\circ}25'44''$ W. 154.86 feet; thence S. $43^{\circ}55'14''$ W. 193.92 feet; thence S. $50^{\circ}10'14''$ W. 176.73 feet; thence S. $36^{\circ}19'51''$ W. 106.47 feet; thence S. $29^{\circ}49'44''$ W. 92.07 feet; thence leaving said waters edge and 102.8 contour elevation run N. $52^{\circ}00'00''$ W. 400.00 feet to a point on a curve concave Northwesternly and having a 470.00 foot radius thence from a tangent bearing of N. $38^{\circ}00'00''$ E. run Southwestly 240.00 feet along the arc of said curve through a central angle of $24^{\circ}22'52''$ to the point of a compound curve concave Northeastly and having a radius of 230.00 feet; thence Northwesternly 361.28 feet along the arc of said curve through a central

angle of 90°00'00" to the point of tangency; thence N. 27°37'08"W. 129.23 feet to the point of curvature of a curve concave Southerly and having a radius of 111.67 feet; thence Southerly 981.94 feet along the arc of said curve through a central angle of 133°52'52" to the point of tangency; thence from a tangent bearing of N. 18°30'00"E. run N. 87°40'48" W. 340.00 feet to the Point of Beginning.

Containing therein 70.5369 acres;

Subject to easements and restrictions of record.

Note: The following section was prepared by others.

That part of the South 1/2 of Government Lot 2 lying North of McKinnon Road right of way (Less the East 758 feet thereof), Section 1, Township 23 South, Range 27 East, lying with the West 1/4 of the Northeast 1/4 of said Section 1

TOGETHER WITH

The Southeast 1/4 of the Northwest 1/4 of Section 1, Township 23 South, Range 27 East (Less McKinnon Road right of way over the Southerly portion thereof)

TOGETHER WITH

All that land lying Northwesternly of McKinnon Road in the East 1/2 of the Southwest 1/4 of Section 1, Township 23 South, Range 27 East.

Location: Between Lakes Robert, Crescent, Brynack and Butler
District #3

A public hearing was held and Planning & Development Director Tracy Watson reviewed additional recommendations submitted by the Development Review Committee under date of November 14, 1985, for this project. Mr. Watson reviewed the conditions of approval for Butler Bay.

Attorney Tom Ross, representing the developer, stated that the conditions of approval were acceptable. He discussed the requirements for maintenance of the reverse swales on the lakefront lots.

A short discussion followed regarding minimum one-acre lots on south section of the project.

Attorney Tom Ross stated that the developer agreed to a minimum of one acre lots south of Lake Butler Boulevard.

The following people addressed the Board concerning the Butler Bay project:

1. Dave Riley, representing Lake Crescent Homeowners Association.
2. Attorney Lee Chotas, representing Mr. and Mrs. Hill.
3. Tracy Dent
4. J. B. Rogers, 3725 Lake Brynack Drive

Developer Emory Conway was present and answered questions concerning Lake Crescent.

The Board and staff discussed approval of the north portion and have the applicant withdraw the south portion (Lake Butler Cove), as that plan requires redesign, or add additional stipulations to provide for roadways and drainage.

Upon a motion by Commissioner Marston, seconded by Commissioner Carter and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board approved the Preliminary Subdivision Plan for Butler Bay, subject to the following amended conditions:

1. Development in accordance with the Cluster approval conditions by the P&Z Commission on February 21, 1985, the Preliminary Subdivision Plan dated Received 8/9/85, the Subdivision Regulations, and the Zoning Resolution, unless herein waived. Preliminary Subdivision Plan approval automatically

expires on November 18, 1986, in accordance with Subdivision Regulations as amended.

2. Existing wetland vegetation along the shoreline of Lakes Butler, Crescent and Roberts shall be left in its natural state, except for the lake access as allowed by the Orange County Lakeshore Protection Ordinance. The boundary of shoreline wetland vegetation shall be flagged and surveyed and must be shown as a Conservation Easement on the constitution plan and plat submittals with development rights dedicated to Orange County. Upon completion of flagging of this area, and prior to construction plan submittal, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that a field verification can be performed. This restriction on vegetation clearing within the easement area shall be recorded in each deeded lot and a copy of such deed provided to the Orange County Planning Department at the time of plat approval. There shall be no fill below the 101' contour on Lake Butler.
3. The two lowland areas east of Lots 116 - 122 (Phase IV) shall be incorporated into the design of the project and must comply with the Mitigation Plan (dated received April 19, 1985); and the recommendations of the Conservation Area Analysis Report by Letspeich and Associates (dated 2/7/85). After completion of the mitigation program, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that field verification can be performed.
4. Development Plan for the Clubhouse and Tract F shall be processed through the Commercial Site Plan process.
5. The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities.
6. The applicant shall provide sidewalks in compliance with the Subdivision Regulations.
7. Lots 123 - 140 of Butler Bay, Unit Two, shall be vacated prior to plat approval.
8. Any building area containing muck shall be demucked and replaced with suitable fill material prior to construction.
9. All lakefront lots, at time of platting, shall have a minimum lot width of 110' at the normal high water elevation.
10. A soil log will be required on each lot prior to issuance of septic tank permit.
11. The developer shall submit a Storm Water Management Plan in conformance with State Regulations for discharge into outstanding Florida waters.
12. Development rights to the Conservation Areas and golfcourse, except for the clubhouse and maintenance facility, shall be dedicated to Orange County.
13. The Lake Butler Cove Plan, to be submitted at a later date, shall have minimum one (1) acre size lots.
14. The drainage system shall not be designed to discharge stormwater into Lake Crescent which will result in a degradation of Lake Crescent water quality. Prior to construction of drainage system, background water quality shall be determined for Lake Crescent and used as a standard for determining water quality. The Developer shall provide to each property owner a copy of the recorded restrictions in order to prevent degradation of the water quality.

Public Works

Hovercraft,
Inc.

Test of
Boats

Lake Mason/
Taft
Retention
Pond

Upon a motion by Commissioner Harrell, seconded by Commissioner Marston and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board granted a temporary permit for a period of ninety (90) days for testing of boats by Hovercraft, Inc., at the Taft Retention Pond (Lake Mason) off Boggy Creek Road.

2480274 ORANGE CO. FL.
12:46:20PM 03/06/86

DEVELOPER'S AGREEMENT

OR3757 PG1536

THIS AGREEMENT is made by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida ("Orange County") and WINDERMERE LAKES, LTD., a Florida limited partnership, 5401 Kirkman Road, Suite 600, Orlando, Florida 32819 ("Owner").

R E C I T A L S:

1. Owner owns certain real property located in the unincorporated area of Orange County (the "Property") more particularly described in Exhibit "A" attached hereto.
2. Owner applied to subdivide the Property.
3. On November 18, 1985, Orange County conducted a public hearing to consider Owner's request for Preliminary Subdivision Plan Approval for the Property.
4. Orange County has authority to regulate the subdividing of real property located in the unincorporated area of Orange County and has the authority to impose necessary conditions in connection with the review and approval of any such Preliminary Subdivision Plan.
5. At the public hearing on November 18, 1985, the Board of County Commissioners of Orange County adopted certain conditions of approval for the Preliminary Subdivision Plan for the Property based upon the Orange County Subdivision Regulations and based upon considerations relating to the area surrounding the Property, including without limitation, developments abutting the Property, water bodies abutting the Property and other circumstances affecting the Property.
6. The conditions of approval adopted by Orange County assure compliance with the Orange County Subdivision Regulations and assure compatibility of development on the Property with surrounding development and with the surrounding environment.
7. Orange County and Owner desire to memorialize the conditions of approval.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions stated below, Orange County and Owner agree as follows:

1. Recitals. The foregoing recitals are true and form a material part of this Agreement
2. Conditions of Approval. The following conditions of approval apply to the Property and shall control all future development of the Property permitted by the Preliminary Subdivision Plan approval granted by Orange County on November 18, 1985 (unless said conditions of approval are amended or modified by Orange County): see Exhibit "A" attached.

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

FEB 24 1986

Florida	Paid
Rec Fee \$	37.00
Doc Tax \$	
Int Tax \$	
Total \$	37.00

THOMAS H. LOCKETT,
Orange County
Comptroller
By: *[Signature]*
Deputy Clerk

Return to Clerk to BCC - 5th Floor, County Administration Building - Beverly

3. Recording. The parties hereto agree that an executed copy of this Agreement shall be recorded at the Developer's expense in the Official Records of Orange County, Florida, prior to platting all or any part of the Property.

4. Letter from Orange County. Upon written request from the Owner, Orange County, or any successor agency or entity, will execute a document (the form of which is reasonably satisfactory to Owner) which evidences the status of compliance by Owner with the attached conditions of approval. Said document shall be prepared in recordable form and shall be delivered to Owner within ten (10) days of receipt by the County of the request for same.

5. Recording Modifications to Conditions of Approval. Any modifications to the Conditions of Approval referenced in Paragraph 2 above shall be recorded in the Public Records of Orange County, Florida.

6. Effective Date. This Agreement takes effect on the later of the dates stated below.

ORANGE COUNTY, FLORIDA

By: Bob Hamilton
Vice-Chairman, Board of County
Commissioners

DATE: FEB 24 1986

ATTEST: THOMAS H. LOCKER,
Clerk to Board of County
Commissioners

By: Mary D. Harrison
Deputy Clerk

WINDERMERE LAKES, LTD., a Florida
limited partnership

By: Raymond G. Conway
General Partner

(Corporate Seal)

DATE: January 31, 1986

ATTEST:

By: Louise P. Halloran
Secretary

OR3757 PG. 1537

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT S. HARRILL, VICE-Chairman of the Board of County Commissioners of Orange County, Florida, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of FEBRUARY, 1986.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires November 4, 1989
Bonded Thru Brown & Brown, Inc.

Beverly L. Holloman
Notary Public

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Raymond G. Conway, General Partner of Windermere Lakes, Ltd. a Florida limited partnership, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of JANUARY, 1986.

My Commission Expires:

Stephen D. Feinberg
Notary Public

Notary Public State of Florida at Large
My Commission expires April 19, 1986

OR 3757 PG 1538

file
into compliance with revised State Law and to remove inconsistencies and clarify portions of the existing ordinance.

Mr. Ray West, member of the H.A.R.V. Board, was present to answer questions from the Commissioners.

Upon a motion by Commissioner Carter, seconded by Commissioner Harrell and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board adopted an Ordinance to amend Article IV, as described above.

(Ordinance on file in the office of the Clerk to Board of County Commissioners).

Notice was given that the Board of County Commissioners would hold a public hearing to consider the Preliminary Subdivision Plan for Butler Bay on the following described property:

That part of the Replat of Metcalf Park, as recorded in Plat Book Q, Page 18, of the Public Records of Orange County, Florida; described as follows:

OR 3757-31539

Begin on the Northern right of way line of Park Ave. and the Southeast corner of the Homeowners Park of Butler Bay Unit One, as recorded in Plat Book 11, Pages 92 through 94 of the Public Records of Orange County, Florida; thence leaving the Northerly right of line of Park Ave. run along the boundary line of said Butler Bay Unit One N.30°41'40"W. 395.90 feet; thence continue along said boundary line run N.87°54'25" W. 308.39 feet; thence leaving said boundary of Butler Bay Unit One run N.02°51'17"E. 655.01 feet; thence N.01°11'12"E. 1300.86 feet to the Southerly right of way line of Windermere Road; thence through the following courses and distances run along the Southerly right of way line of said Windermere Road; thence S.82°38'04"E. 44.92 feet; thence S.87°42'31"E. a distance of 519.40 feet to the point of curvature of a curve concave Southerly and having a radius of 673.31 feet with a central angle of 07°56'11"; thence Easterly along the arc of said curve 93.27 feet to the point of a reverse curve concave Northerly and having a radius of 849.98 feet with a central angle of 07°54'00"; thence Easterly along the arc of said curve 117.20 feet to the point of tangency; thence S.87°40'20"E. a distance of 2069.10 feet to a point on the Westerly right of way of the Seaboard Coast Line Railroad; thence leaving the South right of way of Windermere Road, run S.10°27'59"W. along said Westerly right of way 519.45 feet to the point of curvature of a curve concave Southeasterly and having a radius of 1,490.98 feet; thence Southwesterly 85.07 feet along the arc of said curve through a central angle of 03°16'09" to a point on said curve and also being the Northeast corner of an Orange County School Property as recorded in Official Record Book 1708, Pages 267 and 268 of the Public Records of Orange County, Florida; thence leaving said Seaboard Coast Line Railroad run along said school property boundary line through the following courses and distances; thence N.87°11'23"W. 570.56 feet (570.00 feet per deed); thence S.34°48'40"W. 400.00 feet; thence S. 18°40'17"E. 810.35 feet to the Southwest corner of said school property and said point being on the Northerly right of way of Park Ave.; thence through the following courses and distances run along said Northerly right of way line; thence S.60°38'17"W. 270.99 feet to the point of curvature of a curve concave Northerly and having a radius of 257.52 feet; thence Westerly 187.61 feet along the arc of said curve through a central angle of 41°44'33" to point of tangency; thence N.77°37'10"W. 207.60 feet to the point of curvature of a curve concave Southerly and having a radius of 853.51 feet; thence Westerly 641.67 feet along the arc of said curve through a central angle 43°04'30" to the point of tangency; thence S.59°18'20"W. 586.44 feet to the point of beginning.

Containing 103.556 acres.

Subject to Easements and Restrictions of Record.

(NOTE: Legal reflects peaceful occupation for Westerly property line).

EXHIBIT "A"

Public
Hearing
Preliminary
Subdivision
Plan

Butler Bay

TOGETHER WITH

Commencing at the Northeast corner of the Northwest 1/4 of Section 7, Township 23 South, Range 28 East, Orange County, Florida, run thence S.02°52'28"W. along the East line of said Northwest 1/4 907.60 feet to the Northerly right of way line of Park Avenue; thence run S.59°18'20"W. 155.22 feet along said Northerly right of way line for the Point of Beginning at the point of curvature of a curve concave Northerly having a radius of 1683.37 feet and a central angle of 09° 19'00"; thence run Southwesterly along the arc of said curve 273.73 feet to the point of tangency; thence run S.68°37'20"W. along said right of way line 2906.07 feet; thence S.21°38'40"E. 10.00 feet; thence S. 68° 00'20"W. along said right of way line 235.00 feet to the centerline of an existing canal; thence leaving aforesaid Northerly right of way line, run N.15°59'40"W. along said canal centerline 1055 feet more or less to the water edge of Lake Crescent; thence run Easterly along said waters edge 1000 feet more or less to the West line of aforesaid Section 7; thence run N.02°52'28"E. along said West line 540 feet more or less to the Northwest corner of the South 1/2 of the North 1/2 of the Northwest 1/4 of said Section 7; thence run S.87°54'26"E. along the North line of said South 1/2 of the North 1/2 of the Northwest 1/4 a distance of 1970.80 feet to the Southwest corner of the East 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 7; thence continue S.87°54'26"E. 312.20 feet to a point 395.90 feet N.30°41'40"W. from the Point of Beginning; thence run S.30°41'40"E. 395.90 feet to the Point of Beginning.

Containing therein 59.0 acres more or less.

CR3757 PG1540

TOGETHER WITH

For a Point of Beginning begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; said point being the Southwest corner of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; and said point also being a point on the Southerly right of way line of Park Avenue and the point of curvature of a curve concave Northwesterly and having a 800.00 foot radius; thence through the following courses and distances along said Southerly boundary of Butler Bay Unit Two; run Northeasterly 322.31 feet along the arc of said curve through a central angle of 23°05'02" to the point of tangency; thence N.67°00'00"E. 189.82 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Northeasterly 326.57 feet along the arc of said curve through a central angle of 25°17'07" to the point of tangency; thence S.87°42'53"E. 656.69 feet to the point of curvature of a curve concave Northwesterly and having a 7651.33 foot radius; thence Easterly 199.99 feet along the arc of said curve through a central angle of 01°29'51" to the point of tangency; thence S.89°12'45"E. 213.51 feet to a point on the Northerly right of way line of Metcalf Road as recorded in Official Record Book 1098, Page 150 of the Public Records of Orange County, Florida; thence leaving said Southerly boundary line run S.68°00'20"W. 1659.42 feet along said right of way of Metcalf Road; thence S.21°59'40"W. 60.00 feet; thence N.68°00'20"E. 248.47 feet; thence leaving said Metcalf Road right of way line run S.57°49'00"W. 220.62 feet; thence S.69°02'00"W. 167.63 feet to the Southeast corner of a 30.00 foot wide road right of way as recorded in Official Record Book 1573, Page 427 of the Public Records of Orange County, Florida; thence along the boundary of said road right of way run N.20°58'00"W. 30.00 feet; thence S.69°02'00"W. 430.08 feet; thence S.20°58'00"E. 30.00 feet; to the Southwest corner of said right of way; thence leaving said right of way run S.69°02'00"W. 435.16 feet to the waters edge of Lake Butler; thence through the following courses and distances along the waters edge; run S.31°22' 40"W. 61.31 feet; thence S. 52°43'51"W. 164.27 feet; thence S.62°45' 21"W. 119.33 feet; thence N.81°31'31"W. 148.23 feet; thence S.72°49' 49"W. 110.17 feet; thence S.55°20'20"W. 126.77 feet; thence S. 19°16' 45"W. 92.96 feet; thence S.17°11'20"E. 93.63 feet; thence S.26°44'59"E. 58.42 feet; thence S.68°17'08"E. 122.29 feet; thence S.51°53'10"E. 126.45 feet; thence S.45°46'36"E. 128.97 feet; thence S.33°33'27"E. 124.06 feet; thence S.05°35'17"E. 133.06 feet; thence S. 51°17'01"W. 143.30 feet; thence S.06°36'27"W. 107.42 feet; thence S.19°11'16"W. 163.11 feet; thence S.20°00'13"W. 113.72 feet; thence S. 15°17'30"W. 123.39 feet; thence S.09°57'30"W. 96.60 feet; thence S.86°12'46"E. 64.55 feet; thence N.45°48'27"E. 60.89 feet; thence N.66°27'49"E. 66.45 feet; thence leaving said waters edge run S.38°27'24"W. 107.50 feet to the Northerly right of way line of West Lake Butler Road; thence along said Northerly right of way line run N.53°47'16"W. 78.50 feet to the point of

radius; thence Westerly 180.21 feet along the arc of said curve through a central angle of $21^{\circ}55'40''$ to the point of tangency; thence $S.74^{\circ}17'04''W. 196.23$ feet to the point of curvature of a curve concave Northwesterly and having a 410.76 foot radius; thence Southwesterly 17.78 feet along the arc of said curve through a central angle of $02^{\circ}28'46''$ to a point on the West line of the East 1/2 of the Southwest 1/4 of said Section 12; thence leaving said Northerly right of way from a tangent bearing of $S.76^{\circ}45'50''W.$ run $N.01^{\circ}40'18''E. 2636.92$ feet along said West line of the East 1/2 of the Southwest 1/4 of said Section 12 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 12 and being a point on the Southerly right of way line of Lake Butler Blvd. and also being the Southwest corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence $S.89^{\circ}54'58''E. 1325.20$ feet along the Southerly boundary of Lake Buynak to the Point of Beginning.

Containing therein 59.6027 acres; subject to easements and restrictions of record.

TOGETHER WITH

Butler Bay Unit Two, Plat Book 13, Pages 59-60

DR3757 PG1541

For a Point of Beginning, begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; thence $N.01^{\circ}39'57''E. 1291.88$ feet along the West line of said Northeast 1/4 also being the East boundary line of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 12; thence $N.28^{\circ}50'29''E. 468.57$ feet; thence $N.32^{\circ}43'20''E. 474.20$ feet to the waters edge of Lake Crescent; thence run along the waters edge through the following courses; thence $S.44^{\circ}24'53''E. 69.12$ feet; thence $S.28^{\circ}25'38''E. 120.56$ feet; thence $S.64^{\circ}00'10''E. 159.71$ feet; thence $S.23^{\circ}50'01''E. 151.45$ feet; thence $N.68^{\circ}24'34''E. 110.23$ feet; thence $S.55^{\circ}36'31''E. 273.80$ feet; thence $S.43^{\circ}15'36''E. 255.58$ feet; thence $S.58^{\circ}50'14''E. 185.01$ feet; thence $S.69^{\circ}45'37''E. 246.99$ feet; thence $S.45^{\circ}41'50''E. 62.02$ feet to a point on the center line of an existing canal also being the Northwesterly line of Lot 102 of Butler Bay Unit One as recorded in Plat Book 11, Pages 92, 93 and 94 of the Public Records of Orange County, Florida; thence $S.15^{\circ}59'40''E. 1010.84$ feet along the Westerly line of said Butler Bay Unit One to a point on the Northerly right of way line of Park Avenue; thence $S.68^{\circ}00'20''W. 167.56$ feet along said right of way line; thence $N.89^{\circ}12'45''W. 239.34$ feet to the point of curvature of a curve concave Northwesterly and having a 7651.33 foot radius; thence Westerly 199.99 feet along the arc of said curve through a central angle of $01^{\circ}29'51''$ to the point of tangency; thence $N.87^{\circ}42'53''W. 656.69$ feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Southwesterly 326.57 feet along the arc of said curve through a central angle of $25^{\circ}17'07''$ to the point of tangency; thence $S.67^{\circ}00'00''W. 189.82$ feet to the point of curvature of a curve concave Northwesterly and having a 800.00 foot radius; thence Southwesterly 322.31 feet along the arc of said curve through a central angle of $23^{\circ}05'02''$ to the Point of Beginning.

Containing therein 63.2832 acres. Subject to easements and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1 and 12, Township 23 South, Range 27 East, Orange County, Florida, described as follows:
For a Point of Beginning begin at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 12, and said point being the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence $N.89^{\circ}11'43''W. 1324.38$ feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing $N.43^{\circ}26'06''E.$ thence through the following courses and distances along said Easterly right of way run Northeasterly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'26''$ to the point of tangency; thence $N.01^{\circ}40'40''E. 1230.06$ feet to a point on the North line of said Section 12; thence $N.02^{\circ}19'14''E. 1200.00$ feet; thence leaving said right of way line run $S.87^{\circ}40'46''E. 340.00$ feet to a point of curvature of a curve concave Southeasterly and having a 411.67 foot radius; thence from a tangent bearing of $N.18^{\circ}30'00''E.$ run Northeasterly 961.94 feet along the arc of said curve through a central angle of $133^{\circ}51'52''$ to the point of tangency; thence $S.27^{\circ}37'08''E. 129.82$ feet to the point of curvature of a curve concave Northeasterly

and having a 230.00 foot radius; thence Easterly 361.28 feet along the arc of said curve through a central angle of 90°00'00" to the point of a compound curve concave Northwesterly and having a 470.00 feet radius; thence Northeasterly 200.00 feet along the arc of said curve through a central angle of 24°22'52" to a point; thence from a tangent bearing of N. 38°00'00"E run S. 52°00'00"E. 400.00 feet to the waters edge of Lake Crescent also being at a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances run thence S. 29°49'44"W. 140.00 feet; thence S. 70°24'19"W. 61.02 feet; thence N. 87°43'55"W. 72.88 feet; thence S. 14°06'48"W. 134.62 feet; thence S. 25°29'52"E. 99.65 feet; thence S. 75°34'55"E. 146.75 feet; thence S. 11°33'52"E. 201.96 feet; thence S. 04°10'29"W. 107.24 feet; thence S. 23°03'37"W. 89.96 feet; thence S. 31°31'13"W. 235.68 feet; thence S. 56°54'41"W. 170.83 feet; thence S. 25°38'35"W. 127.58 feet; thence S. 16°40'49"E. 131.74 feet; thence S. 70°43'14"E. 98.57 feet; thence S. 31°11'24"E. 97.03 feet; thence leaving said waters edge and 102.8 contour elevation run S. 32°43'20"W. 18.00 feet to the Northwest corner of Lot 123 of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; thence continue S. 32°43'20"W. 474.20 feet along the Northwesterly boundary line of said Butler Bay Unit Two; thence continue along said Butler Bay Unit Two boundary, S. 28°50'29"W. 468.57 feet to the Point of Beginning.

Containing therein 99.659 acres. Subject to easement and restrictions of record.

TOGETHER WITH

OR3757 P31542

A parcel of land situate in Section 1, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 12, and said point being on the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence N. 89°11'43"W. 1324.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing of N. 43°26'06"E. thence through the following courses and distances along said Easterly right of way, run Northeasterly 86.07 feet along the arc of said curve through a central angle of 41°45'26" to the point of tangency; thence N. 01°40'40"E. 1230.06 feet to a point on the North line of said Section 12; thence N. 02°19'14"E. 1200.00 feet for a Point of Beginning; thence continue along said right of way line run N. 02°19'14"E. 883.76 feet to the point of curvature of a curve concave Southeasterly and having a 367.99 foot radius; thence Northeasterly 264.02 feet along the arc of said curve through a central angle of 41°06'29" to the point of tangency; thence N. 43°25'43"E. 207.55 feet to the point of curvature of a curve concave Southeasterly and having a 318.57 foot radius; thence Northeasterly 266.58 feet along the arc of said curve through a central angle of 40°56'46" to the point of tangency; thence S. 88°37'31"E. 1035.50 feet to the point of curvature of a curve concave Northwesterly and having a 1187.00 foot radius; thence Northeasterly 341.29 feet along the arc of said curve through a central angle of 16°28'25" to point on said curve; thence leaving said right of way line from a tangent bearing of N. 74°54'03"E. run S. 01°45'56"W. 7.01 feet to the North line of the Southeast 1/4 of Section 1, Township 23 South, Range 27 East, Orange County, Florida; thence S. 88°12'22"E. 898.22 feet along said North line of the Southeast 1/4 to the waters edge of Lake Crescent also being a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances; run thence S. 18°51'19"W. 36.96 feet; thence run S. 00°41'46"W. 170.18 feet; thence S. 33°44'53"W. 177.61 feet; thence S. 38°42'40"W. 170.04 feet; thence S. 14°25'00"W. 126.17 feet; thence S. 28°30'13"W. 93.71 feet; thence S. 38°50'41"W. 131.86 feet; thence S. 16°21'54"W. 148.87 feet; thence S. 03°44'18"W. 143.86 feet; thence S. 13°25'44"W. 154.86 feet; thence S. 48°35'14"W. 193.92 feet; thence S. 50°10'13"W. 176.73 feet; thence S. 36°19'51"W. 106.47 feet; thence S. 29°49'44"W. 92.07 feet; thence leaving said waters edge and 102.8 contour elevation run N. 52°00'00"W. 400.00 feet to a point on a curve concave Northwesterly and having a 470.00 foot radius thence from a tangent bearing of N. 38°

angle of 90°00'00" to the point of tangency: thence N.27°37'08"W. 129.82 feet to the point of curvature of a curve concave Southerly and having a radius of 411.67 feet; thence Southwesterly 961.94 feet along the arc of said curve through a central angle of 133°52'52" to the point of tangency; thence from a tangent bearing of N.18°30'00"E. run N. 87°40'46" W. 340.00 feet to the Point of Beginning.

Containing therein 76.5969 acres;

Subject to easements and restrictions of record.

Note: The following section was prepared by others.

That part of the South 1/2 of Government Lot 2 lying North of McKinnon Road right of way (Less the East 758 feet thereof), Section 1, Township 23 South, Range 27 East, lying with the West 1/4 of the Northeast 1/4 of said Section 1

TOGETHER WITH

The Southeast 1/4 of the Northwest 1/4 of Section 1, Township 23 South, Range 27 East (Less McKinnon Road right of way over the Southerly portion thereof)

TOGETHER WITH

All that land lying Northwesterly of McKinnon Road in the East 1/2 of the Southwest 1/4 of Section 1, Township 23 South, Range 27 East.

Location: Between Lakes Robert, Crescent, Buynak and Butler
District #3

A public hearing was held and Planning & Development Director Tracy Watson reviewed additional recommendations submitted by the Development Review Committee under date of November 14, 1985, for this project. Mr. Watson reviewed the conditions of approval for Butler Bay.

Attorney Tom Ross, representing the developer, stated that the conditions of approval were acceptable. He discussed the requirements for maintenance of the reverse swales on the lakefront lots.

A short discussion followed regarding minimum one acre lots on south section of the project.

OR3757 PG1543

Attorney Tom Ross stated that the developer agreed to a minimum of one acre lots south of Lake Butler Boulevard.

The following people addressed the Board concerning the Butler Bay project:

1. Dave Riley, representing Lake Crescent Homeowners Association.
2. Attorney Lee Chotas, representing Mr. and Mrs. Hill.
3. Tracy Dent
4. J. B. Rogers, 3725 Lake Bynak Drive

Developer Emory Conway was present and answered questions concerning Lake Crescent.

The Board and staff discussed approval of the north portion and have the applicant withdraw the south portion (Lake Butler Cove), as that plan requires redesign, or add additional stipulations to provide for roadways and drainage. Upon a motion by Commissioner Marston, seconded by Commissioner Carter and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board approved the Preliminary Subdivision Plan for Butler Bay, subject to the following amended conditions:

1. Development in accordance with the Cluster approval conditions by the P&Z Commission on February 21, 1985, the Preliminary Subdivision Plan dated Received 8/9/85, the Subdivision Regulations, and the Zoning Resolution, unless herein waived. Preliminary Subdivision Plan approval automatically

6, in accordance with Subdivision Regulations
as amended.

2. Existing wetland vegetation along the shoreline of Lakes Butler, Crescent and Roberts shall be left in its natural state, except for the lake access as allowed by the Orange County Lakeshore Protection Ordinance. The boundary of shoreline wetland vegetation shall be flagged and surveyed and must be shown as a Conservation Easement on the construction plan and plat submittals with development rights dedicated to Orange County. Upon completion of flagging of this area, and prior to construction plan submittal, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that a field verification can be performed. This restriction on vegetation clearing within the easement area shall be recorded in each deeded lot and a copy of such deed provided to the Orange County Planning Department at the time of plat approval. There shall be no fill below the 101' contour on Lake Butler.
3. The two lowland areas east of Lots 115 - 122 (Phase IV) shall be incorporated into the design of the project and must comply with the Mitigation Plan (dated received April 19, 1985), and the recommendations of the Conservation Area Analysis Report by Lotspeich and Associates (dated 2/1/85). After completion of the mitigation program, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that field verification can be performed.
4. Development Plan for the Clubhouse and Tract F shall be processed through the Commercial Site Plan process.
5. The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities.
6. The applicant shall provide sidewalks in compliance with the Subdivision Regulations.
7. Lots 123 - 140 of Butler Bay, Unit Two, shall be vacated prior to plat approval.
8. Any building area containing muck shall be demucked and replaced with suitable fill material prior to construction.
9. All lakefront lots, at time of platting, shall have a minimum lot width of 110' at the normal high water elevation.
10. A soil log will be required on each lot prior to issuance of septic tank permit.
11. The developer shall submit a Storm Water Management Plan in conformance with State Regulations for discharge into outstanding Florida waters.
12. Development rights to the Conservation Areas and golfcourse, except for the clubhouse and maintenance facility, shall be dedicated to Orange County.
13. The Lake Butler Cove Plan, to be submitted at a later date, shall have minimum one (1) acre size lots.
14. The drainage system shall not be designed to discharge stormwater into Lake Crescent which will result in a degradation of Lake Crescent water quality. Prior to construction of drainage system, background water quality shall be determined for Lake Crescent and used as a standard for determining water quality. The Developer shall provide to each property owner a copy of the recorded restrictions in order to prevent degradation of the water quality.

Public Works,
Hovercraft,
Inc.

Test of
Boats

Lake Mason/
Taft
Retention
Pond

Upon a motion by Commissioner Harrell, seconded by Commissioner Marston and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board granted a temporary permit for a period of ninety (90) days for testing of boats by Hovercraft, Inc., at the Taft Retention Pond (Lake Mason) off Boggy Creek Road.

NOV 18 1985
Thomas H. Larkin
County Director, Orange County

DEC 9 1985

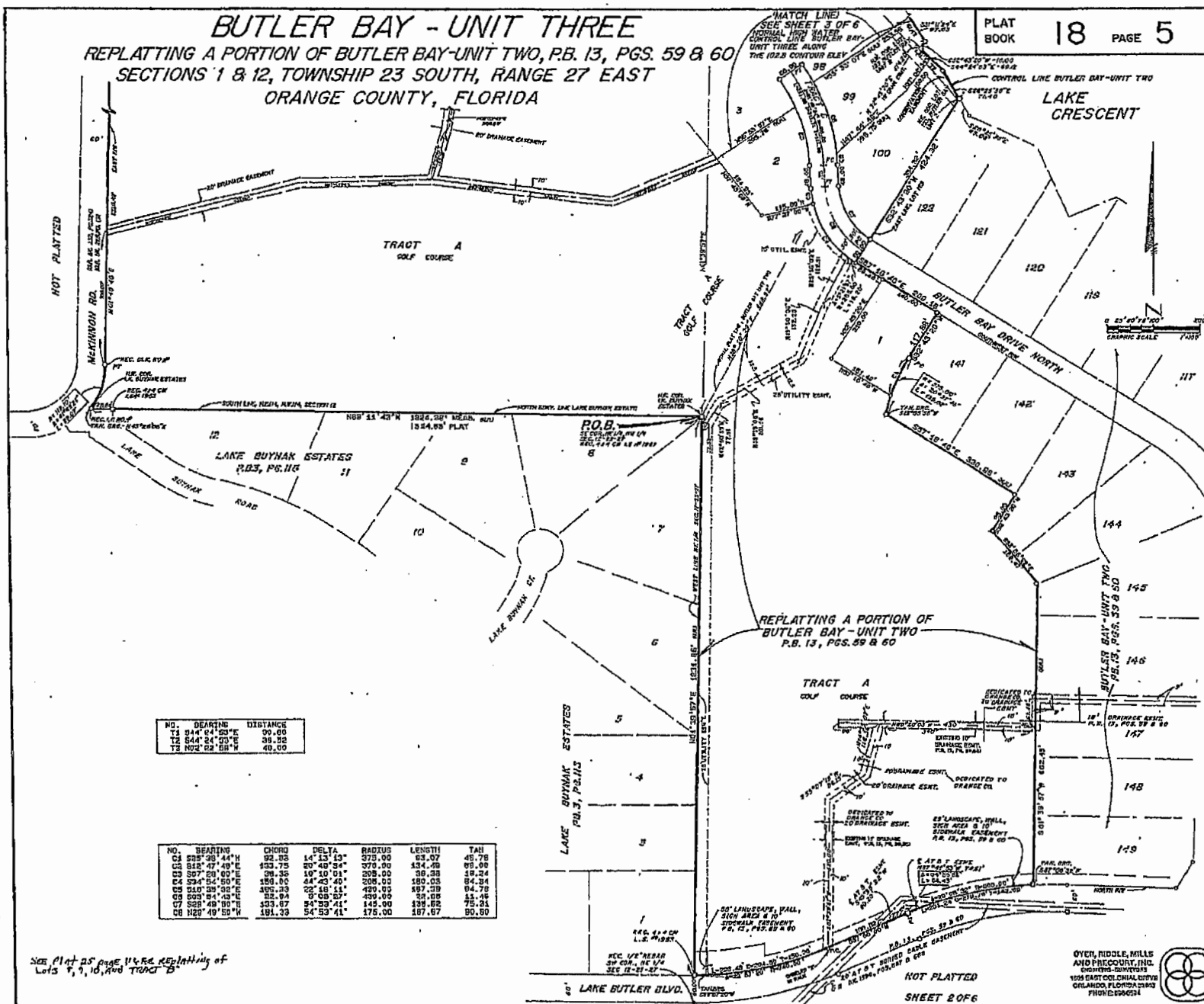
November 18, 1985

PUBLIC WORKS & Page
DEVELOPMENT DIRECTOR

OR 3757 PG 1544

REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

LAKE
CRESCENT



SEE PLAT 25 PAGE 11 & RE-PLATTING OF
LOTS 8, 9, 10, AND TRACT B.

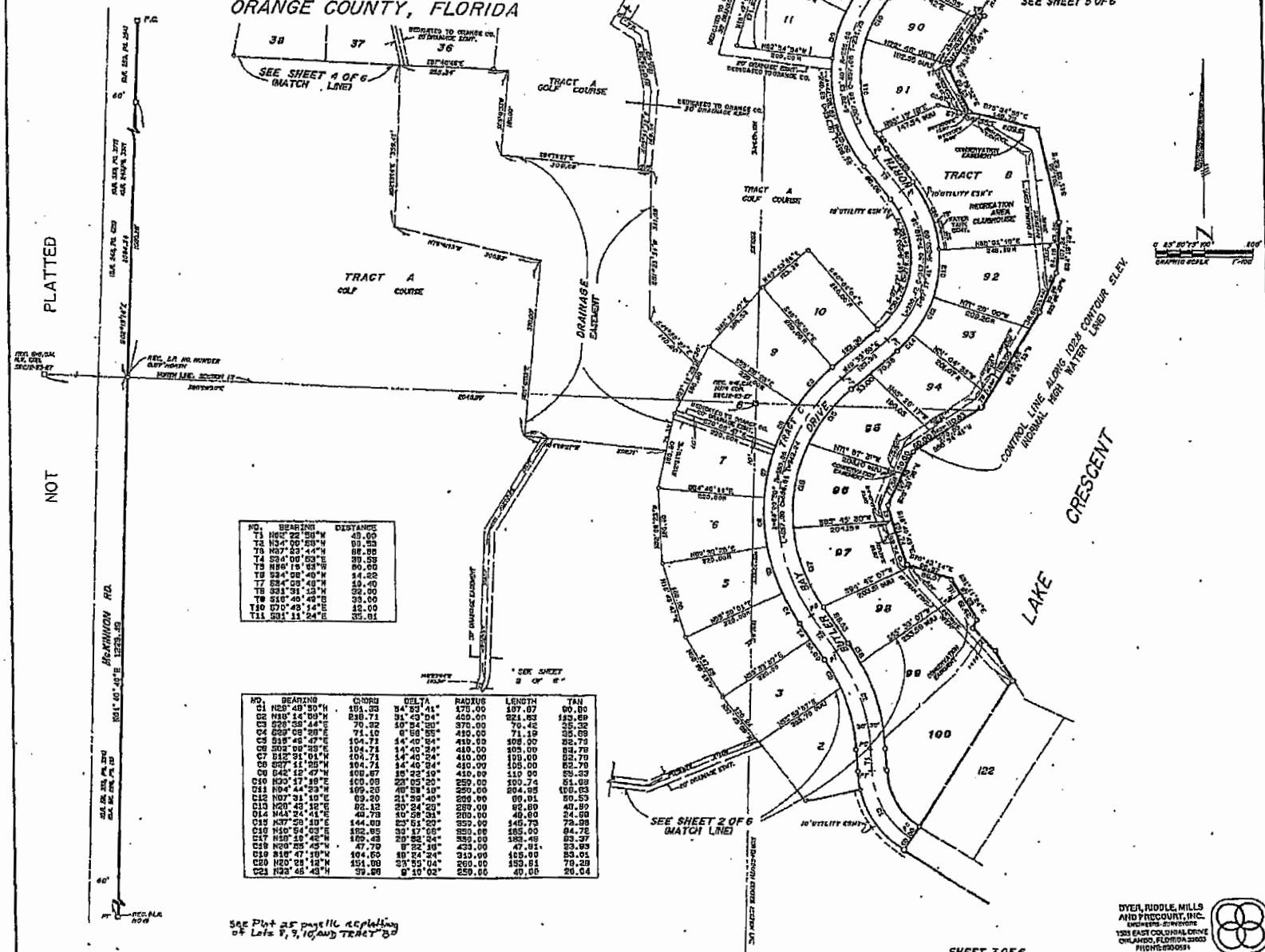
OYEN, RIDDLE, MYERS
AND PRECOURT, P.A.
CHANDLER-BLUMBERG
1005 EAST COLONIAL
ORLANDO, FLORIDA 32817
PH 407-833-0531



BUTLER BAY - UNIT THREE

REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT BOOK 18 PAGE 6



NO.	BEARING	DISTANCE
T1	N00°22'00"W	45.00
T2	N34°00'00"W	81.53
T3	N07°23'44"W	86.88
T4	N08°00'00"W	30.58
T5	N08°15'00"W	80.50
T6	N24°00'40"W	14.25
T7	N08°00'00"W	10.00
T8	N33°31'13"W	32.00
T9	N10°40'43"W	35.00
T10	N10°40'43"W	42.00
T11	S01°11'24"E	35.81

NO.	BEARING	CORNER	DELTA	RADIUS	LENGTH	TAN
01	N20°40'50"W	101.00	84°53'41"	175.00	187.07	90.80
02	N30°14'09"W	238.71	31°43'04"	400.00	221.83	183.89
03	N20°50'14"E	70.02	10°34'20"	370.00	70.42	35.32
04	N08°08'28"E	71.10	8°08'28"	410.00	71.10	35.08
05	N18°48'47"E	104.71	14°40'24"	410.00	105.00	52.75
06	N07°08'28"E	104.71	14°40'24"	410.00	105.00	52.75
07	N12°21'04"W	104.71	14°40'24"	410.00	105.00	52.75
08	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
09	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
10	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
11	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
12	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
13	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
14	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
15	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
16	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
17	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
18	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
19	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
20	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
21	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75
22	N07°11'00"W	104.71	14°40'24"	410.00	105.00	52.75

See Plat 25 page 111 replatting of Lots 8, 9, 10 and Tract B

DYER, RIDDLE, MILLS
AND FRESCOURT, INC.
ENGINEERS-GEODETIC
1335 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32804
PH: 813-200-0591



SHEET 3 OF 6

NO HOLE SET
FOR FIELD IN LATE
CIV. ENG. ACIN. FROM
RECORD

BUTLER BAY - UNIT THREE

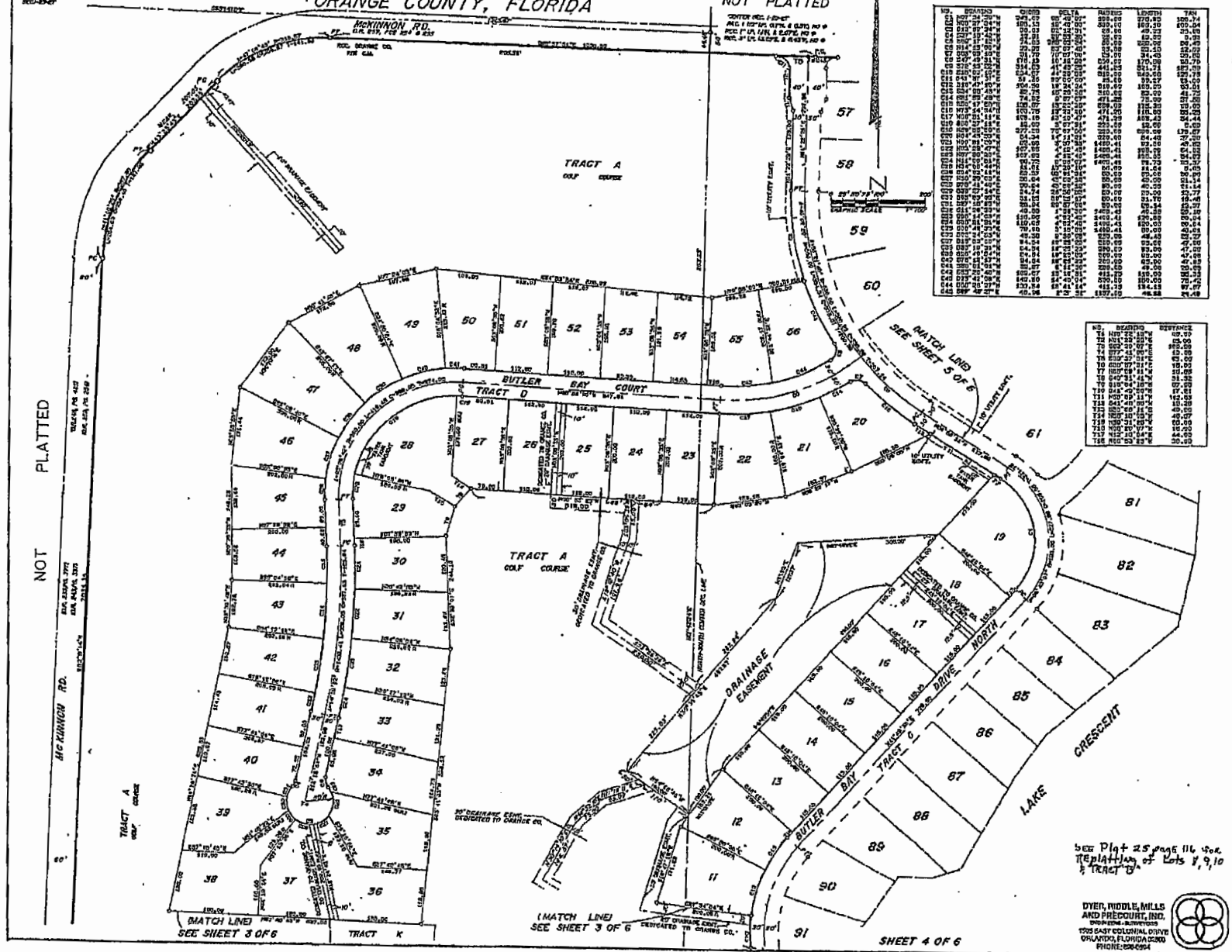
REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

FLAT BOOK 18 PAGE 7

NOT PLATTED

NO.	BEARING	DISTANCE	DELTA	ADJUSTED	LENGTH	TAN
1	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
2	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
3	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
4	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
5	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
6	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
7	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
8	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
9	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
10	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
11	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
12	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
13	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
14	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
15	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
16	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
17	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
18	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
19	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
20	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
21	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
22	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
23	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
24	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
25	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
26	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
27	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
28	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
29	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
30	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
31	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
32	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
33	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
34	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
35	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
36	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
37	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
38	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
39	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
40	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
41	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
42	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
43	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
44	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
45	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
46	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
47	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
48	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
49	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
50	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
51	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
52	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
53	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
54	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
55	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
56	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
57	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
58	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
59	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
60	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
61	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
62	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
63	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
64	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
65	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
66	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
67	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
68	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
69	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
70	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
71	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
72	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
73	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
74	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
75	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
76	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
77	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
78	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
79	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
80	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
81	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
82	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
83	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
84	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
85	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
86	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
87	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
88	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
89	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
90	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00
91	N 89° 15' 00" E	100.00	0° 00' 00"	100.00	100.00	0.00

NO.	BEARING	DISTANCE
1	N 89° 15' 00" E	100.00
2	N 89° 15' 00" E	100.00
3	N 89° 15' 00" E	100.00
4	N 89° 15' 00" E	100.00
5	N 89° 15' 00" E	100.00
6	N 89° 15' 00" E	100.00
7	N 89° 15' 00" E	100.00
8	N 89° 15' 00" E	100.00
9	N 89° 15' 00" E	100.00
10	N 89° 15' 00" E	100.00
11	N 89° 15' 00" E	100.00
12	N 89° 15' 00" E	100.00
13	N 89° 15' 00" E	100.00
14	N 89° 15' 00" E	100.00
15	N 89° 15' 00" E	100.00
16	N 89° 15' 00" E	100.00
17	N 89° 15' 00" E	100.00
18	N 89° 15' 00" E	100.00
19	N 89° 15' 00" E	100.00
20	N 89° 15' 00" E	100.00
21	N 89° 15' 00" E	100.00
22	N 89° 15' 00" E	100.00
23	N 89° 15' 00" E	100.00
24	N 89° 15' 00" E	100.00
25	N 89° 15' 00" E	100.00
26	N 89° 15' 00" E	100.00
27	N 89° 15' 00" E	100.00
28	N 89° 15' 00" E	100.00
29	N 89° 15' 00" E	100.00
30	N 89° 15' 00" E	100.00
31	N 89° 15' 00" E	100.00
32	N 89° 15' 00" E	100.00
33	N 89° 15' 00" E	100.00
34	N 89° 15' 00" E	100.00
35	N 89° 15' 00" E	100.00
36	N 89° 15' 00" E	100.00
37	N 89° 15' 00" E	100.00
38	N 89° 15' 00" E	100.00
39	N 89° 15' 00" E	100.00
40	N 89° 15' 00" E	100.00
41	N 89° 15' 00" E	100.00
42	N 89° 15' 00" E	100.00
43	N 89° 15' 00" E	100.00
44	N 89° 15' 00" E	100.00
45	N 89° 15' 00" E	100.00
46	N 89° 15' 00" E	100.00
47	N 89° 15' 00" E	100.00
48	N 89° 15' 00" E	100.00
49	N 89° 15' 00" E	100.00
50	N 89° 15' 00" E	100.00
51	N 89° 15' 00" E	100.00
52	N 89° 15' 00" E	100.00
53	N 89° 15' 00" E	100.00
54	N 89° 15' 00" E	100.00
55	N 89° 15' 00" E	100.00
56	N 89° 15' 00" E	100.00
57	N 89° 15' 00" E	100.00
58	N 89° 15' 00" E	100.00
59	N 89° 15' 00" E	100.00
60	N 89° 15' 00" E	100.00
61	N 89° 15' 00" E	100.00
62	N 89° 15' 00" E	100.00
63	N 89° 15' 00" E	100.00
64	N 89° 15' 00" E	100.00
65	N 89° 15' 00" E	100.00
66	N 89° 15' 00" E	100.00
67	N 89° 15' 00" E	100.00
68	N 89° 15' 00" E	100.00
69	N 89° 15' 00" E	100.00
70	N 89° 15' 00" E	100.00
71	N 89° 15' 00" E	100.00
72	N 89° 15' 00" E	100.00
73	N 89° 15' 00" E	100.00
74	N 89° 15' 00" E	100.00
75	N 89° 15' 00" E	100.00
76	N 89° 15' 00" E	100.00
77	N 89° 15' 00" E	100.00
78	N 89° 15' 00" E	100.00
79	N 89° 15' 00" E	100.00
80	N 89° 15' 00" E	100.00
81	N 89° 15' 00" E	100.00
82	N 89° 15' 00" E	100.00
83	N 89° 15' 00" E	100.00
84	N 89° 15' 00" E	100.00
85	N 89° 15' 00" E	100.00
86	N 89° 15' 00" E	100.00
87	N 89° 15' 00" E	100.00
88	N 89° 15' 00" E	100.00
89	N 89° 15' 00" E	100.00
90	N 89° 15' 00" E	100.00
91	N 89° 15' 00" E	100.00



BUTLER BAY - UNIT THREE
REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT 18 PAGE 8
BOOK

NOT PLATTED

SEE SHEET 6 OF 6

NO.	BEARING	DISTANCE
T1	N 10° 22' 12" W	99.80
T2	N 01° 22' 29" E	52.00
T3	S 01° 22' 29" W	96.03
T4	E 02° 07' 11" W	68.00
T5	S 03° 48' 50" W	29.00
T6	S 02° 12' 28" E	49.23
T7	S 08° 14' 10" E	73.00
T8	N 09° 14' 10" W	19.09
T9	S 28° 00' 30" W	40.12
T10	S 30° 44' 53" W	24.39
T11	S 15° 25' 44" W	27.20
T12	S 48° 39' 14" W	17.73
T13	S 39° 19' 51" W	27.09
T14	S 30° 00' 44" W	22.28
T15	S 07° 04' 18" W	17.85
T16	S 34° 08' 48" W	34.72
T17	S 03° 44' 10" W	12.40
T18	S 34° 09' 49" W	10.40
T19	N 08° 18' 36" E	59.50
T20	S 29° 37' 37" E	16.09

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	YAW
C01	00° 25' 25"	393.00	1° 21' 24"	1807.00	240.82	24.49
C02	39° 48' 28"	40.39	21° 38'	1107.00	48.83	24.49
C03	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C04	04° 04' 18"	90.69	10° 48' 50"	220.00	210.40	106.69
C05	00° 57' 07"	34.09	05° 23' 52"	220.00	37.48	23.28
C06	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C07	10° 30' 00"	70.93	12° 24' 27"	45.00	97.75	78.47
C08	00° 40' 22"	26.04	07° 10' 39"	25.00	27.18	19.08
C09	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C10	38° 30' 28"	23.00	54° 47' 38"	25.00	57.00	12.82
C11	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C12	00° 15' 27"	26.04	07° 07' 00"	22.00	48.47	28.00
C13	00° 11' 14"	77.01	08° 12' 30"	75.00	81.85	45.27
C14	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C15	00° 00' 00"	77.70	28° 47' 34"	100.00	89.91	20.25
C16	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C17	00° 00' 00"	182.72	19° 27' 12"	100.00	230.09	190.64
C18	00° 48' 21"	176.40	18° 18' 20"	950.00	175.00	88.70
C19	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C20	07° 12' 23"	314.63	4° 46' 28"	441.23	321.71	106.38
C21	00° 00' 00"	147.85	10° 19' 41"	920.00	149.10	74.89
C22	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C23	00° 00' 00"	99.09	30° 40'	324.48	86.08	30.03
C24	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C25	33° 30' 52"	110.20	6° 05' 18"	1704.49	111.20	105.13
C26	00° 00' 00"	47.84	07° 17' 45"	50.00	50.00	27.38
C27	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C28	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C29	00° 00' 00"	84.74	27° 38' 58"	60.00	92.50	77.78
C30	00° 00' 00"	24.24	27° 38' 58"	60.00	24.25	77.78
C31	00° 00' 00"	84.74	27° 38' 58"	60.00	92.50	77.78
C32	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C33	00° 00' 00"	10.12	11° 37' 18"	50.00	10.14	5.82
C34	00° 00' 00"	34.70	11° 37' 18"	105.00	34.68	17.00
C35	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C36	00° 00' 00"	94.36	20° 38' 52"	50.00	94.36	12.77
C37	00° 00' 00"	84.74	20° 38' 52"	50.00	84.74	12.77
C38	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C39	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C40	00° 00' 00"	120.69	5° 28' 58"	1204.48	121.00	109.69
C41	00° 00' 00"	121.69	5° 28' 58"	1204.48	122.00	101.05
C42	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C43	00° 00' 00"	80.00	10° 02' 48"	888.87	70.00	25.11
C44	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C45	00° 00' 00"	393.00	1° 21' 24"	1807.00	240.82	24.49
C46	00° 00' 00"	328.33	22° 22' 00"	393.00	125.74	158.54
C47	00° 00' 00"	89.37	22° 22' 00"	220.00	80.00	45.25

SEE Plat 25 page 116 for
replanting of Lots 8, 9, 10
to Burt Pl.

**DYER, RIDGLE, MILLS
AND FREEMONT, INC.**
200 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE 906-0534



6. 11. 15

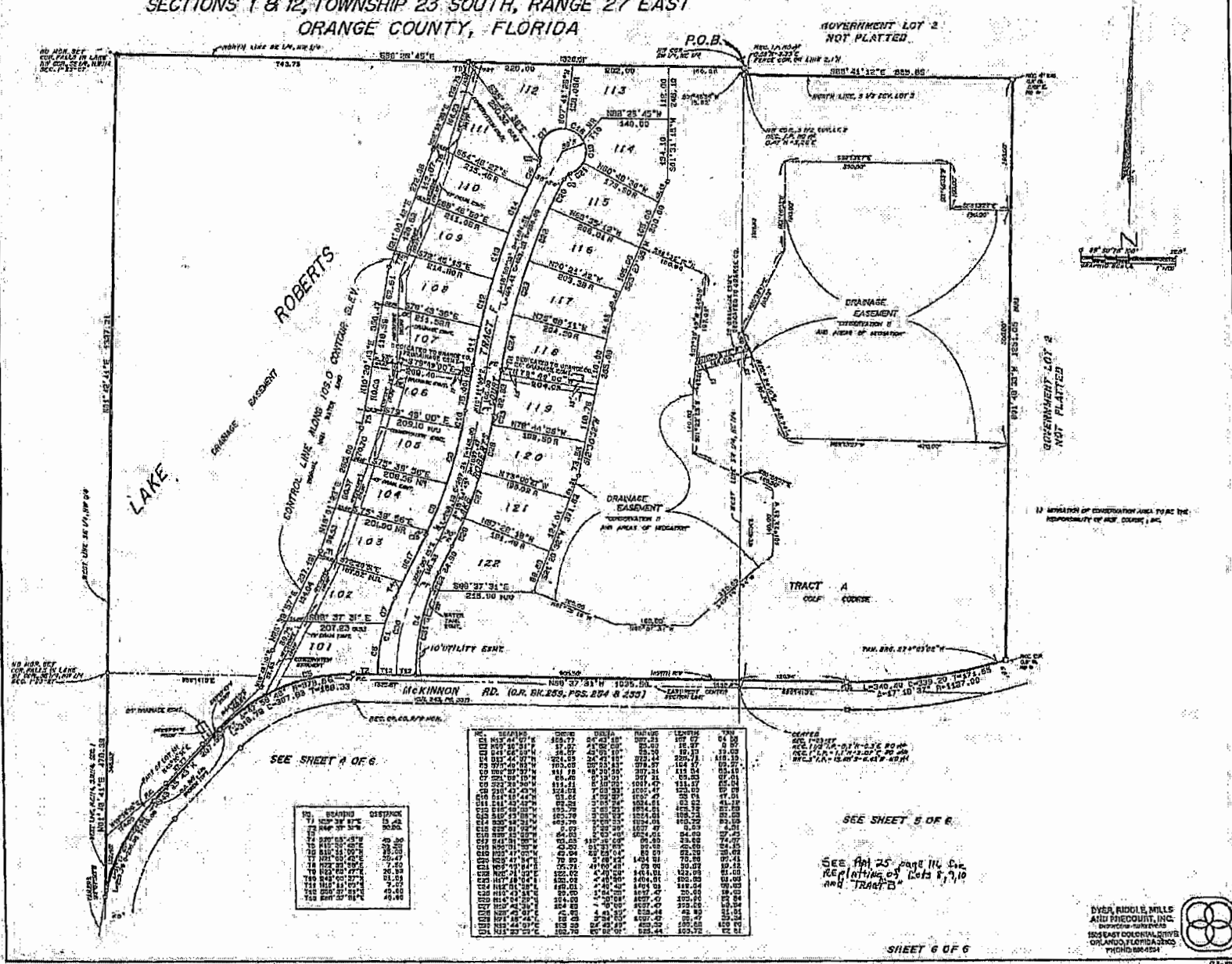
BUTLER BAY - UNIT THREE

REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60

SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST

ORANGE COUNTY, FLORIDA

PLAT BOOK 18 PAGE 9



DYER, RIDDLE, MILLS
AND FRIEDLAND, INC.
SURVEYORS-ENGINEERS
1525 EAST COLLEEN DRIVE
ORLANDO, FLORIDA 32804
PH: 813-834-4234

RESOLUTION VACATING AND ANNULING PLAT

WHEREAS, pursuant to the provision of Florida Statutes, Section 177.101 (4),
a petition has been filed by Ray Conway

to vacate and annul a portion of a recorded plat, to wit: 2567961 ORANGE CO. FL.
18.19.40AM 07/27/86

Legal Description (See Exhibit "A" Attached)

OR3808 PG2058

WHEREAS, the Petitioners own the fee simple title to the above-described
lands; and

WHEREAS, a Notice of Application for such vacating of said Plat was given
by legal notice, published in the Orlando Sentinel, a newspaper of general circulation
published in Orlando, Florida, and in the County in which the Plat is located, in not
less than two (2) weekly issues as provided by Florida Statutes, Section 177.101 (4),
as shown by Proof of Publication attached to the Petition; and

WHEREAS, all State and County taxes for 1985, have been paid as shown
by the Certifications of the Tax Collector of Orange County, Florida, attached to
said Petition; and

WHEREAS, the tract to be vacated is not within the corporate limits of any
incorporated city or town; and

WHEREAS, the plat vacation will not affect the ownership or right of convenient
access of other persons owning other parts of the subdivision and;

WHEREAS, no person or persons have appeared in opposition to the granting
of said Petition; and

WHEREAS, the Board of County Commissioners finds that said Petition and
supporting documents are in accordance with the requirements of Florida Statutes,
Section 177.101, and the applicable provisions of the Orange County Code;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners
of Orange County, Florida that the release sought by said Petition with respect
to the following described property be and the same is hereby granted:

Legal Description (See Exhibit "A" Attached)

and

RESOLVED FURTHER, that the aforescribed portion of the Plat
is hereby vacated and annulled and the streets and alleys in said Plat be and the

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

JUL 21 1986

Florida	Paid	THOMAS H. LOCKER,
Rec Fee	\$ <u>13.00</u>	Orange County
Doc Tax	\$	Comptroller
Int Tax	\$	By <u>RA</u>
Total	\$ <u>13.00</u>	Deputy Clerk

*13.00

ROY
5TH FLOOR, CO. ADMIN BLDG.
B.O.C.
CLERKS OFFICE
RETURN TO

same are hereby vacated and abandoned, and the County renounces any rights in said streets and alleys and said property is hereby returned to acreage for the purpose of taxation.

RESOLVED FURTHER, that a certified copy of this Resolution be filed with the Clerk of the Circuit Court of Orange County, Florida and duly recorded among the Public Records of Orange County, Florida.

BOARD OF ORANGE COUNTY COMMISSIONERS

Sam Elberman
Chairman

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution vacating a portion of the Plat of Butler Bay / Unit Two adopted by the Board of County Commissioners of Orange County, Florida, on the 21st day of July, 19 86.

WITNESS my hand and official seal this 23rd day of July, 19 86, at Orlando, Florida.

THOMAS H. LOCKER, Clerk
Board of County Commissioners

BY Mary Jo Garrison
Deputy Clerk



OR3808 PG2058

DRMP #84-392''
November 11, 1985
Petition to Vacate Plat

Legal Description

EXHIBIT "A"

That part of "Butler Bay - Unit Two" as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida more particularly described as follows:

All of Lots 123 through 140 inclusive and all of "Marabou Court" and that part of "Butler Bay Drive North" lying adjacent to and contiguous with Lot 123, being 60.00 feet in width, as shown on said plat of Butler Bay - Unit Two

Subject to:

The landscape, wall, sign area and sidewalk easement along the South line of Lots 132 through 135 as shown on said plat

Subject to:

That 15.00 foot drainage easement along the East line of Lot 133 and the West line of Lot 134 as shown on said plat

Subject to:

That 18.00 foot drainage easement along the North line of Lot 136 and the South line of Lot 137 as shown on said plat.

and subject to that 20.00 foot American Telephone and Telegraph easement as recorded in Official Record Book 1598, Pages 687 and 688 of the Public Records of Orange County, Florida.

All of the above as shown on the attached "sketch of description" made a part of and attached to this description.

OR3808 PG2060

RECORDED & RETURNED VINTAGE

Thomas H. Parker
County Commissioner, Orange Co., FL

I

Paul H. Chipok

From: Steven.Thorp@ocfl.net
Sent: Thursday, November 19, 2015 12:38 PM
To: Paul H. Chipok; jpoulos@poulosandbennett.com
Subject: PZC Recommendation - Butler Bay

Paul/Jamie,

This is the motion made by the PZC this morning:

To **CONTINUE** the requested R-CE-C (Country Estate Cluster District) zoning and amended Butler Bay Cluster Plan to April 21, 2016, in order to allow the applicant an opportunity to:

- (1) Submit a Petition-to-Vacate ("PTV") application pursuant to Section 177.101(3), Florida Statutes, requesting that and receiving approval by the Board of County Commissioners (if at all) to remove all notes/restrictions regarding development rights and access to Tract A on the Plat, and
- (2) Request and receive approval by the Board (if at all) an amendment to that certain Developer's Agreement by and between Windermere Lakes, Ltd., a Florida limited partnership, and County, approved by the Board on February 24, 1986, and recorded at OR Book 3537, Page 1536, in order to amend and/or remove the references to the restrictions regarding development rights and access to Tract A.

Thank you,

Steven Thorp
Planner II - Current Planning

Orange County Planning Division
Community, Environmental, and Development Services Department
201 S. Rosalind Ave., 2nd Floor, Orlando, FL 32801
Tel: 407-836-5549 Fax: 407-836-5862
Email: Steven.Thorp@ocfl.net

PLEASE NOTE: Florida has a very broad public records law (F. S. 119).
All e-mails to and from County Officials are kept as a public record.
Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

Sec. 34-155. - Public sites and open spaces.

(a) *Open spaces.* Developers may include private parks and recreation areas in subdivisions provided that: (i) the proposed areas are clearly designated as "tracts" on the plat; (ii) the proposed area is adequate for the intended purpose; and (iii) assurance is given in the form of subdivision deed restrictions or covenants, conditions and restrictions that they will be adequately maintained. Private parks and recreation areas shall be identified on the plat as common areas for the owners of property within the subdivision. A mandatory homeowners' association shall own and maintain the facilities. For parks or recreation areas over fifty (50) acres in size, the applicant may petition the county to own, operate and maintain the park or recreation area for public use.

(b) *Public school sites.* In proposed subdivisions as defined in subparagraph (1) below, public school sites shall be designated on the preliminary plan prior to acceptance of such plan. Where reservation of school sites is determined, an executed deed or the required reservation and maintenance agreement, as noted in subparagraph (2), shall be approved by the board of county commissioners.

(1) Multiplier of students per dwelling unit. The school age population shall be determined based on the following rate:

Single-Family	0.431
Multifamily	0.259
Mobile Home	0.287

- a. *Public elementary school sites.* One (1) public elementary school site shall be reserved to the Orange County School Board if fifty (50) percent of the projected school-age population will be between three hundred seventy-five (375) and seven hundred fifty (750) inclusive. Thereafter, one (1) additional public elementary school site shall be reserved for the school board for each bracket or partial bracket of seven hundred fifty (750) students.
- b. *Public middle school sites.* One (1) public middle school site shall be reserved for the school board if twenty-three (23) percent of the projected school-age population will be between six hundred fifty (650) and one thousand three hundred (1,300) inclusive. Thereafter, one (1) additional public middle school site shall be provided to the school board for each bracket or partial bracket of one thousand three hundred (1,300) students.
- c. *Public senior high school sites.* One (1) public senior high school site shall be reserved to the school board if twenty-seven (27) percent of the projected school-age population will be between one thousand three hundred (1,300) and two thousand six hundred (2,600) inclusive. Thereafter, one (1) additional public senior high school site shall be provided to the school board for each bracket or partial bracket of two thousand six hundred (2,600) students.
- d. *School site sizes and location.* School site sizes shall be a minimum of fifteen (15) acres for elementary school sites, twenty-five (25) acres for middle school sites, twenty (20) acres for free-standing ninth grade centers, and sixty-five (65) acres for high school sites.

School site locations shall comply with the requirements of sections 38-1753 through 38-1755 of the Orange County Code regarding school site guidelines and criteria.

Prior to platting the first section of the subdivision, the owner/developer shall submit copies of the following to the board of county commissioners:

- a. An agreement between the owner/developer and the school board which "reserves" the school site until certificates of occupancy for seventy-five (75) percent of the approved lots in the subdivision which generated the reservation are issued. Such agreement shall set forth the maintenance and ownership responsibilities during the reservation period and stipulate an agreed-upon price for the purchase of such site or outline the methodology for the establishment of a "fair market price" should the school board choose to purchase.
 - b. The owner/developer shall provide a schematic development plan for the use of the property designated for a school site in the event the property is not used for school-related development.
- (3) After approval by the board of county commissioners, reservation of land for public school sites shall be made by noting on the plat "reserved" for public school site, subject to planned construction by the school board.
- (Ord. No. 91-29, § 2(Exh. A), 12-10-91; Ord. No. 92-28, § 3.09, 9-22-92; Ord. No. 92-42, § 14, 12-15-92; Ord. No. 94-4, § 1(Exh. A), 2-8-94; Ord. No. 2000-14, § 1, 6-27-00; Ord. No. 2011-05, § 3, 6-7-11)

256741 ORANGE CO. FL.
03:41:40PM 07/28/86

DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR BUTLER BAY UNIT THREE

OR3808 PG 1478

WHEREAS, Windermere Lakes, Ltd. and Lake Butler Estates, Ltd. (collectively the "Declarant") are the owners of certain real property located in Orange County, Florida, which property is more fully described on the attached Exhibit "A" (the "Property"); and

WHEREAS, the Property is a portion of the "Additional Property" described in previously recorded covenants and Restrictions for Lake Butler Estates and Butler Bay, which covenants and restrictions are recorded in O.R. Book 3182, page 2532; O.R. Book 3183, Page 2035; O.R. Book 3325, Page 2260; O.R. Book 3360, page 1772; O.R. Book 3454, Page 1086; O.R. Book 3474, Page 798; O.R. Book 3664, page 1467; O.R. Book 3670, Page 48; all in the Public Records of Orange County, Florida; and

NOW, THEREFORE, in order to maintain the quality of the Butler Bay subdivision and the atmosphere of the community, the Property described herein shall be held, sold and conveyed subject to the following restrictions, which are for the purpose of protecting the value and desirability of and which shall run with the Property and shall be binding on all parties having any right, title or interest in the subdivisions or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Butler Bay Association, Inc. a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties intended to be devoted to the common use and enjoyment of the owners of the Properties, all real property including the improvements thereon owned by the Association for the common use and enjoyment of the Owners, and any Lot or parcel of land subsequently ~~deeded by the Declarant to the Association for use~~ by the Members.

Section 3. "Declarant" shall mean and refer to Windermere Lakes, Ltd., a Florida Limited Partnership, ~~its~~ successors and assigns if such successors or assigns should acquire any part of the undeveloped Properties for the purpose of development and shall have received an assignment of Declarant's rights with respect to such real estate.

Section 4. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area unless made subject to this Declaration in accordance with the provisions of Article II.

Section 5. "Member" shall mean and refer to every Owner of a Lot.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

* and Lake Butler Estates, Ltd., a Florida limited partnership, and their

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\$97.045¹⁵

Section 7. "Properties" shall mean and refer to the Subdivision, as hereinafter defined, together with such additions thereto as may hereafter be made subject to this Declaration by any subsequent Supplemental Declaration filed in accordance with the provisions of Article II.

Section 8. "Subdivision" shall mean and refer to Butler Bay Unit Three, according to the plat thereof as recorded in Plat Book 18, Pages 4-9, of the Public Records of Orange County, Florida.

ARTICLE II.

ADDITIONS TO PROPERTIES

Section 1. Additional land within the area described in that certain deed recorded in O. R. Book 3141, Page 293, of the Public Records of Orange County, Florida, may be annexed to the Properties by the Declarant without the consent of Members. The Declarant from time to time may, in its discretion, cause such additional lands and other lands owned by Declarant to become subject to this Declaration; but, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, only the Subdivision described on page one of this Declaration shall be affected by or subject to this Declaration.

Section 2. The additions authorized under this Article II shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplemental Declaration may revoke, modify or add to the covenants established by this Declaration as may be necessary to reflect the different character, if any, of the added properties; provided, however, that no Supplemental Declaration shall revoke or diminish the rights of the Owners of the lots in Butler Bay, Unit Three to the utilization of the Common Area as established hereunder or revoke, substantially diminish or materially change the rights of an Owner of any lot within the Subdivision described in Article I Section 8 of this Declaration; however, a Supplemental Declaration may change the original and annual assessments set forth in Article V, Section 3, as to any additional land made subject to this Declaration.

Section 3. Additional land may also become subject to this Declaration upon a merger or consolidation of the Association with another association. Upon such a merger or consolidation as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established by a Supplemental Declaration upon any other properties as one scheme. No such merger or consolidation, however, shall revoke, diminish or change the rights of the Owners of the Lots in Butler Bay, Unit Three to the utilization of the Common Area except to grant the owners of the properties being added the right to use the Common Area.

ARTICLE III.

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against an Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association rules and regulations;

(c) the right of the Association to borrow money for the purpose of improving the Common Area and in aid thereof, to mortgage the Common Area;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes; provided, written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken;

(e) the rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Area in a subdivision of the Properties in which such Member is not a resident. Common Area property belonging to the Association shall result in membership use entitlement, notwithstanding the particular subdivision of the Properties in which the Lot is acquired.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

Section 2. The Association shall have two classes of voting membership, as follows:

(a) Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B. Class B member shall be the Declarant. The Class B member shall be entitled to forty (40) votes for each Lot in which it holds the interest required for membership by Article IV, Section 1 hereof.

Section 3.. The Association shall have a class of non-voting membership (Class C) for those Owners in Butler Bay Unit Three, which membership shall relate solely to the construction, use, maintenance, repair and replacement of the private roads in Butler Bay Unit Three. In addition to the assessments provided for in Article V hereof, each Owner in Butler Bay Unit Three shall pay an assessment of four dollars (\$4.00) per front foot of Owner's lot (Road Assessment), which sum shall be reserved for repair and resurfacing of the private roads in Butler Bay Unit Three. These sums shall be held in an interest bearing escrow account by the Declarant or the Association and disbursed as required for repairs and maintenance pursuant to a "Developer's Agreement" to be entered into between Windermere Lakes, Ltd. and Orange County, a political subdivision of the State of Florida. To the extent that funds are not available for the resurfacing of the roads when necessary, there shall be an assessment of the Class C members for the additional amount required to resurface the roads. Thereafter, there shall be an assessment of the Class C members after every resurfacing for the then current cost per foot (times the number of front feet on each Owner's Lot) of repair and resurfacing of the private roads in the Unit in which the Owner's Lot is located, which assessment shall be held in escrow by the Association and disbursed when necessary for resurfacing and repairs. The assessments referred to herein shall be a lien upon the Lot(s) owned by a Class C Owner (at the time of such assessment) until paid. If the assessment referred to in this section is not paid, the Association shall have the rights and remedies set forth in Article V, Sections 7 and 8.

ARTICLE V.

COVENANT FOR ASSESSMENTS

Section 1. Except for the Declarant, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) an original assessment, (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments shall be alien upon the Lot(s) owned by an Owner (at the time of such assessment) until paid.

Section 2. The assessments levied by the Association (except for the assessment referred to in Article IV, Section 3 above) shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Area and of the homes situated upon the Properties, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvements and beautification of roads, access ways and easement areas; the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices; and costs of controlling and regulating traffic on the access ways;
- (c) Maintenance, improvements, and operation of drainage swales, easements and systems;

(d) Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, conservation areas and recreation areas and facilities;

(e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;

(f) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

(g) Doing any other thing necessary or desirable, in the judgment of said Association, to keep the Subdivision neat and attractive; to preserve and enhance the value of the properties therein; to eliminate fire, health, or safety hazards; or, that in the judgment of said Association, may be of general benefit to the owners or occupants of lands included in the Subdivision; and

(h) Repayment of funds and interest thereon borrowed by the Association.

Section 3. Original, Annual and Special Assessments.

(a) The original assessment shall be Three Hundred Fifty Dollars (\$350.00) per Lot. Declarant reserves the right to change the amount of the original assessment in subsequent Supplemental Declarations but only as to additions made to the properties.

(b) In addition to the above mentioned original assessment, there shall be an annual assessment payable in advance on January 1 of each year (except for the year of the initial purchase when it shall be prorated until the end of that year and paid at closing. The annual assessment shall be as set by the Board of Directors subject to the provisions of this Article V, but for the period ending December 31, 1986 shall not exceed Six Hundred Dollars (\$600.00) per Lot.

The Declarant, as the Class B Member, is hereby exempt from the payment of the original, annual or special assessments and from payment of the Road Assessment.

(c) In addition to the annual assessments authorized by Section 3(b) hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, or within or upon any storm water drainage and retention easement, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance which shall set forth the purpose of the meeting.

Section 4. The Association may change the basis and amount of the annual assessments provided that any such change shall have the assent of two-thirds (2/3) of the votes of all Members who are voting in person or by proxy, at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided further that the

limitations of Section 3 hereof shall not apply to any change in the basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof.

Section 5. The quorum required for any action or approvals authorized for Member consideration under Sections 3 and 4 hereof shall be as follows:

(a) At the first meeting called, as provided in Section 3 or Section 4 of this Article V, the presence at the meeting, in person or by proxy, of Members entitled to cast sixty (60) percent of all the votes of the membership entitled to vote thereon shall constitute a quorum.

(b) If the required quorum is not in attendance at the meeting, in person or by proxy, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than forty (40) days following the preceding meeting.

Section 6. The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. If any assessment is not paid on the date when due, then, and in such event, such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. Such assessment, together with such interest thereon and costs of collection thereof, including attorneys fees, whether or not judicial proceedings are commenced and including attorneys fees incurred in trial or appellate proceedings, shall become a continuing lien on the property (upon recording by the Association of a claim of lien in the Public Records of Orange County, Florida) which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, or both. The personal obligation of the then Owner to pay such assessment, together with interest and such costs of collection, shall remain the personal obligation of such Owner for the applicable statutory period under the laws of the state of Florida and shall not pass to his successors in title unless expressly assumed by them. Provided, however, this shall in no way affect the validity or enforceability of a claim of lien previously recorded against the property.

Section 8. The lien of an assessment provided for in this Declaration shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lots subject to assessment. The subordination shall not relieve any such Lot or Owner from liability for any assessments now or hereafter due and payable.

Section 9. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created by this Declaration: (i) the Properties, to the extent of any easement or other interest therein dedicated and

accepted by the local public authority and devoted to public use;
(ii) all Common Areas as defined in Article I, Section 2 hereof;
(iii) all properties exempted from taxation by the laws of the state of Florida upon the terms and to the extent of such legal exemption; and (iv) the Properties owned by the Declarant and any other land owned by the Declarant.

ARTICLE VI.

MAINTENANCE

Section 1. In addition to maintenance upon the Common Area, the Association shall have the right to provide maintenance and cleaning upon any vacant Lot (including a Lot experiencing construction activity), upon any improved Lot, or exterior maintenance on any structure on an improved Lot, subject, however, to the following provisions. Prior to performing any maintenance on a Lot or a structure, the Association shall determine that said property or Lot is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish ten (10) days' written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within a twenty (20) day period from the date of the notice, the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs, maintenance or cleaning as is so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, and to mow or cultivate such Lot and to keep such Lot free of litter and debris (including construction debris).

Section 2. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the maintenance assessment or charge to which such lot is subject under Article V hereof and, as part of such assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof, including but not limited to the right of the Association to record a lien against the Lot for the cost of maintenance along with any attorney's fees and costs and administrative fees and costs. Provided, the Board of Directors of the Association, when establishing the annual assessment against each Lot as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

ARTICLE VII.

ARCHITECTURAL REVIEW BOARD

Section 1. The Association shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB". The ARB shall function as follows:

(a) The original composition of the ARB shall consist of three (3) persons who shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of

said Board; provided, however, that in its selection, the Board shall be obligated to appoint Declarant or its designated representative to such Board for so long as Declarant owns any membership; provided, however, that the ARB shall consist of at least three (3) members and not more than five (5) members. A quorum of the ARB shall be 2/3 of the members.

(b) The Declarant, in order to give guidelines to Owners concerning construction and maintenance of Lots, has promulgated the Architectural Review Board Planning Criteria ("Planning Criteria") for the Subdivision. The Properties shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

(c) The ARB shall have the following duties and powers:

(1) To approve, in writing, prior to the commencement of construction, all buildings, fences, walls or other structures which shall be erected or maintained upon the Properties and to approve any exterior additions, changes or alterations thereto. For any of the above, the ARB shall be furnished plans and specifications showing the nature, time of construction, shape, color, height, materials and location of the same and shall approve the harmony of the external design and location of the same and shall approve the harmony of the external design and location in relation to surrounding structures and topography;

(2) To approve any building plans and specifications, lot grading, and landscaping plans;

(3) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

(4) To include within the Planning Criteria such other restrictions and regulations as it shall deem appropriate regarding design, development, construction and maintenance of the Subdivision. Once the ARB promulgates such restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

(d) The conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any structure, location of any structure, improvement, alteration, color selection, landscaping design, building plans and specifications or lot grading is not consistent with the planned development of the Properties, the Planning Criteria or lands contiguous thereto.

(e) In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. The Owner who initially constructs a home on a Lot must complete such construction in a timely manner and substantially in accordance with all plans and specifications approved by the ARB, including plans for lot grading, building plans and specifications, landscaping plans, pool plans and any

other plans for construction of any improvement on the Lot (the "Construction"). The Owner shall notify the ARB in writing when the Construction has been completed and the ARB shall, within ten (10) days of receiving such notice, make an inspection to verify compliance with the approved plans.

Should the ARB or the Declarant determine that the Construction has not been completed in accordance with the approved plans and specifications, either the ARB or the Declarant shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

Should such Construction not be completed in a timely manner as determined by the ARB or the Declarant, or not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the declarant shall have the right to seek specific performance of the Owner's obligations to complete the Construction as approved by the ARB; or in the alternative, to enter upon the Lot and complete the Construction as approved at the expense of the Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the ARB or the Declarant must furnish prior written notice to the Owner at the last address listed in the records of the Association for the Owner, notifying the Owner that unless the specified deficiencies are corrected within thirty (30) days, the ARB or the Declarant shall correct the deficiencies and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the ARB or the Declarant shall have the right to enter in or upon any such Lot or to hire personnel to do so to complete the Construction as approved by the ARB. The cost of such work, including labor and materials, shall be assessed against the Lot upon which such work is performed and the Association or the Declarant shall record a Claim of Lien against the Lot for the work performed, and it shall be a lien and obligation of the Owner and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided in Section 7 of Article V hereof.

The obligation to complete the Construction as approved and pay the lien provided above shall be binding upon and enforceable against all current and future Owners of the Lot.

Any attorneys' fees or costs and any administrative costs incurred by the ARB or the Declarant in enforcing the provisions hereof, including attorneys' fees and costs on appeal of any lower court decision, shall be payable by the Owner, and the claim of Lien against the Lot shall further secured the payment of such sums.

Section 3. Upon completion of the Construction, or upon correction of deficiencies cited by the ARB or the Declarant, the Owner shall notify the ARB and the Declarant in writing to inspect the Lot. If the ARB and the Declarant determine that the Construction has not been completed in accordance with the approved plans and specifications, the ARB shall issue to the Owner a "Notice of Non-Compliance" in recordable form, execute by a majority of the members of the ARB with the corporate seal of the Association affixed. If the Owner shall not correct the deficiencies the Notice of Non-Compliance may be recorded in the Public Records; if the deficiencies shall thereafter be corrected the Notice of Non-Compliance shall be discharged by an instrument executed by the ARB in recordable form.

Failure to record a Notice of Non-Compliance after construction completion shall be conclusive evidence that the Construction as approved by the ARB has been completed but shall not excuse the Owner from the requirement that future changes to such plans be submitted to and approved by the ARB.

Section 4. The Owner who makes exterior additions to, or changes or alterations to, any improvement or constructs any new improvements on the lot after the initial construction and recording of a Certificate of Approval as described in Section 3 must complete all such work (the "Alterations") in a timely manner and substantially in accordance with all plans and specifications approved by the ARB. The Owner shall notify the ARB and the Declarant in writing when the Alterations have been completed and the ARB and the Declarant shall, within ten (10) days of receiving such notice, make inspections to verify compliance with the approved plans.

Should the ARB or the Declarant determine that the Alterations have not been completed in accordance with the approved plans and specifications, the ARB or the Developer shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

If correction of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in a expeditious manner, the ARB or the Declarant shall be entitled to record in the Public Records a "Notice of Non-Compliance" setting forth that the Owner has not completed the Alterations in accordance with approved plans and specifications and that the ARB or the Declarant has the right to seek legal action to force the Owner, or any grantees of the Owner, to complete the Alterations in accordance with the plans and specifications. Said "Notice of Non-Compliance" shall contain the legal description of the Lot. Once recorded, the "Notice of Non-Compliance" shall constitute a notice to all potential purchasers from the Owner that the ARB or the Declarant have the right to enforce completion of the Alterations against the Owner, or any grantees of the Owner.

Should the Alterations not be completed in a timely manner as determined by the ARB or the Declarant, or should the correction of the deficiencies not be commenced within fifteen (15) days after notice and continue thereafter in an expeditious manner until completion; or should the Alterations not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the Declarant shall have the right to enter upon the Lot, make such corrections or modifications as are necessary to cause the Alterations to be completed in accordance with the approved plans and specifications and charge the cost of any such corrections or modifications to the Owner. The Association or the Declarant may cause a lien to be recorded in the Public Records giving notice to all persons that the Owner owes the Association or the Declarant for the cost of such corrections or modifications, plus interest thereon and costs of collection, which shall include administrative costs and legal fees and costs.

Once the ARB and the Declarant determine that the Alterations have been completed in accordance with the approved plans and specifications, and if a Notice of Non-Compliance has been previously recorded, the ARB or the Declarant shall issue to the Owner a Certificate of Approval in recordable form, which shall make reference to the recorded "Notice of Non-Compliance"

and be executed by a majority of the members of the ARB with the corporate seal of the Association affixed or by the Declarant. The recording of the Certificate of Approval in this instance shall be conclusive evidence that the alterations as approved by the ARB have been completed but shall not excuse the Owner from the requirement that future changes, modifications or alterations be submitted to and approved by the ARB.

Section 5.

(a) Subject to the conditions hereinafter set forth, the Association shall indemnify all members of the ARB or former members of the ARB against reasonable expenses, including attorney's fees, settlement payments, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding, or threat or claim of such action, suit or proceeding, no matter by whom brought or in any appeal in which they or any of them are made parties or a party by reason of being or having been a member of the ARB, except in relation to matters as to which any such member of the ARB shall be adjudged in such action, suit or proceeding to be liable for willful misconduct. Notwithstanding anything herein to the contrary, members of the ARB shall not be entitled to indemnification for any settlement payment unless such settlement payment be approved in advance by non-interested members of the Board of Directors of the Association.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested members of the Board of Directors of the Association upon receipt of an undertaking by or on behalf of the members of the ARB to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized herein.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the ARB, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of the Articles of Incorporation of the Association.

ARTICLE VIII.

GENERAL RESTRICTIONS

Section 1. All Lots shall be used for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot unless approved by the ARB prior to construction in accordance with the provisions of Article VII, which, for each Lot, shall be restricted to one detached single-family dwelling, boat dock, private garage, and maid's room, storage room or tool room attached to the garage. No old structures shall be relocated thereon. Construction commenced shall be diligently prosecuted to completion, including the installation of landscaping.

Section 2. No carports shall be permitted, and each living unit shall include a garage which shall be at the minimum adequate to house two (2) standard-sized American automobiles. All garages and garage doors must be maintained in a usable condition. No garage shall be constructed in such a manner that

the garage door would face the main access road for such lot. All garage doors shall be operated by an automatic closing device.

Section 3. No building shall be located nearer than ten (10) feet to any side lot line, or nearer than 50 feet to the front or rear lot line. In the case of a lake lot, no building shall be located nearer than 100 feet to the lake as determined by the Plat of Butler Bay Unit Three. In the case of a corner lot, no building shall be located nearer than 50 feet to lot lines.

Section 4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that temporary structures may be used on lots during the development of Butler Bay by the Declarant or its agents for maintenance, development or sales of any of the Properties.

Section 5. No residence shall be constructed with a living area which is less than 1,800 square feet for a one or two-bedroom residence, less than 2,000 square feet for a three bedroom residence, or less than 2,250 square feet for a four-bedroom residence, which living area shall have finished walls, ceilings and floors, shall be insulated, heated and cooled by a central system. Central heating and cooling systems may include, but shall not be limited to, systems of heating and cooling by active or passive solar, wind and other forms of energy, other than gas or electric, subject to the approval of the ARB. Such living area shall not include garages, breeze-ways, porches or storage spaces. The height of any residence to be constructed shall be subject to approval of the ARB.

Section 6. No livestock, fowl or other animals shall be kept on the Properties, except domestic cats or dogs. No animals shall be kept on the Properties for the purposes of breeding or raising for sale. No doghouses, pens or animal shelters of any kind shall be permitted on any Lot unless the same is enclosed and hidden from view from the street and from any other lot. The design of such structure and the means of concealing same is subject to approval of the ARB.

Section 7. Owners are hereby notified that Orange County imposes special regulations regarding the location of septic tank drainfields, drainage and land clearing.

Section 8. Owners shall keep Lots reasonably clean before, during and after construction. Citrus grove areas shall be kept cultivated and mowed prior to construction.

Section 9. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than ten square feet advertising the property for sale or signs used by a builder to advertise the property during construction. The ARB shall have the right to establish guidelines so as to require a uniform standard for signs in the Subdivision.

Section 11. Owners of lots located on lakes shall maintain beaches in accordance with applicable governmental statutes, ordinances and regulations and will remove no shoreline vegetation unless said removal is done in accordance with the Orange County Shoreline Alteration Ordinance, as the same may be amended from time to time.

Section 12. Unless otherwise permitted by ARB, only finished materials such as brick, stone, stucco and wood shall be used for the exterior surfaces of buildings and other structures.

Section 13. All trash and garbage shall be kept in sanitary containers within a structural enclosure at least 42 inches in height, including a gate or door. If required to be placed at the curb for pickup, trash and garbage containers shall not be placed at the curb sooner than 5:00 p.m. of the day before pickup. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view from the street and adjacent property either by a decorative structure 42 inches in height or approved landscaping materials.

Section 14. Landscaping easements where indicated on the plat are for landscaping and sidewalk purposes only. No encroachments shall be permitted.

Section 15. The composition, location and height of fences and walls must be approved by the ARB prior to installation. Except for fences around tennis courts, such fences and walls must not be more than six feet high, and no painted block fences, chainlink fences or walls shall be allowed unless screened from view by mature landscaping.

Section 16. No mailbox or paperbox or other receptacles of any kind for use in the delivery in mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service and the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, such Owner, upon the request of the ARB, shall replace the boxes and receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 17. Except for loading and unloading purposes, there shall be no parking of commercial vehicles, trucks, recreational vehicles or trailers, self-propelled motor homes and boats on the premises, except within fenced enclosures substantially preventing view from any adjacent lot, beyond the rearline of the residence constructed thereon. Such definition of "commercial vehicles" shall include but not be limited to trucks or vans in excess of 3/4 ton, truck-tractors, semi-trailers and commercial trailers. In the event of a dispute, the Association, in its sole discretion, shall determine what constitutes a "commercial vehicle".

Section 18. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision.

Section 19. Exterior antennas installed or located on a Lot shall require the approval of the ARB, which approval may be denied.

Section 20. Sidewalks (if required or permitted by the ARB) and driveways shall be installed by Owners in accordance with requirements and specifications of Orange County and in accordance with the storm water drainage and retention plan approved by Orange County, Florida. All dwellings shall have a

paved driveway approach from the curb to the right-of-way line of stable and permanent construction and a paved apron of at least sixteen (16) feet in width at the entrance to the garage. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a manner as is acceptable to the ARB.

Section 21. Removal of existing trees and shrubbery from any Lot shall not be permitted (except within the foundation perimeter line for the dwelling) unless landscaping of an equivalent or higher quality is substituted therefor.

Section 22. Treehouses or platforms of a like kind or nature and plan structures shall not be constructed on any part of a Lot without the express approval of the ARB.

Section 23. No clotheslines shall be placed on a lot.

Section 24. No window air-conditioning units shall be permitted. Permanently mounted wall air-conditioning units shall not be permitted unless first approved by the ARB.

Section 25. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. All vehicles shall have current license plates.

Section 26. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-line.

Section 27. Every Owner shall be responsible for taking such measures as are necessary to prevent erosion of its Lot and for protecting other Lots from damages arising out of erosion.

Section 28. Use of any communication equipment on any Lot or in any Living Unit including, but not limited to, CB radios, antennas, ham radios, etc., for private or commercial purposes of any kind shall be prohibited.

Section 29. No exterior radio, television, electronic antenna or aerial or dish antenna may be erected or maintained on any Lot; provided, however, that the ARB may grant temporary permission to erect and maintain television antennas to the Owners which cannot be served by existing cable television facilities because of the present unavailability of such facilities and which do not have sufficient space between the roof of such Living Unit and the ceiling immediately below such roof, to install an indoor antenna. Such temporary outdoor antenna must be removed at such time as cable television facilities are available to serve such Living Unit.

Section 30. No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper

shielding of fixture. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Living Units.

Section 31. Flat roofs shall not normally be permitted. The ARB may, however, in the ARB's sole discretion, approve flat roofs on buildings or other structures of contemporary or modern design, if the ARB determines that the harmony of surrounding structures and topography will not be disturbed or adversely affected. No built-up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs shall be tile, cedar shake shingle, slate shingle, asbestos shingle, asphalt shingle or fiberglass shingle, provided that any such shingle shall be premium grade with a minimum weight of 290 lbs. per 100 square feet of roof area.

Section 32. Orange County, Florida has required Declarant to install a storm water drainage and retention system within the boundaries of the Properties. No structure, fence or landscaping that interferes with the flow or retention of storm water and no refuse shall be placed upon or allowed to remain on any part of a Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for storm water drainage or retention lies shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the storm water drainage and retention system plan required and approved by Orange County, Florida. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed all in accordance with the provisions of Article V governing the collection of assessments.

Section 33. Orange County, Florida, has requested Declarant to form one or more municipal service tax units (hereinafter "MSTU") for any one or more of the following purposes: (i) maintenance and operation of street lights that will be installed on the Properties, (ii) maintenance of the storm water drainage and retention systems on the Properties, (iii) maintenance of Common Areas, (iv) maintenance of parkways and landscaping, or (v) maintenance of recreational facilities for the use of the Owners. All Lots shall be encompassed within any such MSTU and shall be subject to the restrictions, limitations and tax assessments as may be imposed upon the property within any such MSTU.

Section 34. Any swimming pool, tennis court and screening or fencing of either to be constructed on any Lot shall be subject to the approval of and the requirements of the ARB, which shall include, but which shall not be limited to the following:

- (a) Above-ground swimming pools shall not be allowed;
- (b) Lighted tennis courts shall not be allowed;
- (c) Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations; and
- (d) The location shall be approved by ARB.

Section 35. Heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than gas or electric may be approved by the ARB. Components of such systems that are affixed to the exterior of a residence shall not be permitted unless the design thereof shall have first been approved by the ARB. Exterior components of any cooling or heating system (or combination thereof) shall be substantially screened from view from the street fronting the residence.

Section 36. Declarant will mow and cultivate the citrus trees on each Lot after purchase by an Owner and, in consideration therefor, shall retain the ownership of each and every citrus fruit crop growing and to be grown in the future on such Lot and the proceeds of sale thereof. Upon written notice to the Owner from the Declarant or upon commencement of construction of improvements on a Lot, whichever occurs first, the responsibility of Declarant to mow and cultivate citrus trees on such Lot shall terminate; provided that Declarant shall retain the ownership of the unharvested fruit then growing on the trees and the right to the proceeds of sale of such fruit until such fruit is harvested.

ARTICLE IX.

EASEMENTS

Section 1. Owners' Rights and Duties; Utilities. The rights and duties of the Owners with respect to electricity, gas and telephone lines, drainage facilities and other utilities shall be governed by the following:

(a) Wherever electricity, gas and telephone lines, drainage facilities or any other utilities are installed within the Subdivision, the Owners of any Lot served by said connections, lines or facilities shall have the right to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which connections, lines or facilities, or any portion thereof, to repair, replace and generally maintain connections, lines or facilities, as and when the same may be necessary as set forth below. There is hereby reserved by the Declarant, its successors and assigns, an easement to the full extent necessary therefore, together with the right to grant and transfer the same to the Owners, to enter upon Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain connections, lines or facilities as and when the same may be necessary.

(b) Wherever electricity, gas and telephone lines, drainage facilities or any other utilities are installed within the Subdivision, which connections serve more than one (1) Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event that an Owner or a public utility company serving such Owner enters upon a Lot or any portion of the Properties in furtherance of the foregoing, it shall be obligated to repair such Lot and restore it to its condition prior to such entry.

Section 2. Construction and Sales. There is hereby reserved to the Declarant, its successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots together with the right of the Declarant, its successors and assigns, to grant and transfer the

same, over the Common Area easements for construction, utility lines, display, maintenance, and exhibit purposes in connection with the erection and sale of homes and other structures within the Subdivision; provided, however, that such use shall not be for a period beyond the earlier of (i) ten (10) years from the conveyance of the first Lot to an Owner; or (ii) the occupancy of all homes by persons other than the builder of such homes (unless the builder pays all assessments required by Article V); and provided further, that no such use by the Declarant and others shall otherwise restrict the Members in the reasonable use and enjoyment of the Common Area.

Section 3. Utilities. Easements over the Subdivision for the installation and maintenance of electric, telephone, gas, and drainage facilities as shown on the recorded plat of the Subdivision are hereby reserved by the Declarant, its successors and assigns, together with the right to grant and transfer the same. Developer, its successors or assigns, or the Association hereby reserve the right to use or to authorize the use of said Easements for the purpose of providing cable television service to the Lots in the subdivision. The terms upon which the cable television services shall be provided shall be mutually agreeable to the Developer or its successors or assigns or the Association and the person or entity providing said cable television service.

ARTICLE X.

AMENDMENT BY DECLARANT

The Declarant reserves and shall have the sole right (i) to amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein; (ii) to include in any contract or deed hereafter made any additional covenants and restrictions applicable to the land which is the subject of such contract or deed that do not lower standards of the covenants and restrictions herein contained; (iii) to amend these covenants and restrictions in whole or in part as to any additional land annexed to the Properties; and (iv) to release any Lot from any part of the covenants and restrictions that have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE XI.

AMENDMENT

Except as to provisions relating to amendments and Supplemental Declarations as set forth in this Declaration regarding certain specific items and the method of amending or altering same as set forth in connection with such particular item, and except as to Article IV, Section 3, which Article and Section may be amended only in accordance with this Article and with the prior, written approval of Orange County, any other provision, covenant or restriction set forth herein may be amended only in accordance with this Article. The Owners of Lots holding at least seventy-five (75) percent of the votes of Members of the Association may change or amend any provision hereof, in whole or in part, except as above mentioned, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the Declarant, the ARB, the Association, or by petition signed by twenty-five (25) percent of the then Owners of

Lots. A written copy of the proposed amendment shall be furnished to each Owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain a time and place of said meeting. The recorded Amendment shall contain a recitation that sufficient notice was given as above set forth, said recitation shall be conclusive as to all parties, and all parties of any nature whatever shall have the right to rely solely upon said recitation in such recorded amendment. Provided, however, so long as the Declarant shall own any Lots in the Properties, all such proposed amendments shall require Declarant's consent.

ARTICLE XII.

COVENANTS AND RESTRICTIONS RELATING TO GOLF COURSE

Section 1. All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club.

Section 2. All Lot owners shall extend to all golfers lawfully using the Windermere Country Club Golf Course the courtesy of allowing such golfers to retrieve any errant golf balls which are on said lots, provided such golf balls can be recovered without damaging the Lot in general. The above right shall apply to the entire Lot until the ARB has approved plans and specifications for construction of a residence on the Lot, after which golfers shall be limited to the easement used for a buffer zone as stated in Section 3 below.

Section 3. An easement 10 Feet in width is reserved over the rear of each Lot located adjacent to the golf course now known as Windermere Country Club is hereby retained and reserved for the purpose of maintaining a natural buffer area between golf and residential uses. No fence, wall, hedge or shrub planting which would obstruct access to the easement area shall be placed or permitted to remain on lots. The Association may grant permission to Newcourse Development Inc. "Newcourse", or its successors and assigns, to make selected plantings of trees and other vegetation within the easement area, at Newcourse's expense, in order to establish and maintain a buffered relationship between golf and residential uses. The Association and Newcourse agree to provide any Lot owner with a description of the work to be done at least 20 days in advance of the actual work so the mutual interests and desires of the Lot owner and Newcourse may be properly coordinated. Any landscaping placed on or in the easement area by Newcourse shall be maintained at the expense of Newcourse.

Section 4. The Association reserve the right to grant to Newcourse such easements over the Common Areas or the roads in Butler Bay Unit Three which easements are reasonably necessary to enable golf carts and golfers to cross from one hole to the next or from the golf course to the Windermere Country Club Clubhouse.

ARTICLE XIII.

ADDITIONAL COVENANTS AND RESTRICTIONS.

No Owner, without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of the Properties.

ARTICLE XIV.

DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which they shall be automatically extended for successive periods of ten (10) years.

ARTICLE XV.

ENFORCEMENT

The Association, the Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by or in accordance with the provisions of this Declaration against any person, firm or corporation, or other entity (other than a governmental agency) who violates or attempts to violate these Covenants and Restrictions. The terms and conditions of this Declaration shall be construed in a uniform and reasonable manner. Failure by the Association, the Declarant, and by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. In the event enforcement action is undertaken by the Association or Declarant (but not any Owner) will be entitled to receive as part of its damages and remedy reasonable attorney's fees and Court costs. In connection with said enforcement proceedings, the Association, the Declarant or any Owner may seek to recover damages against such person or person, to prevent or enjoin such violations or attempted violations or to require compliance with the Covenants and Restrictions. These remedies shall be cumulative of all other remedies provided by law.

ARTICLE XVI.

LIABILITY OF ASSOCIATION

The Association, its directors and officers, former directors and officers, and members or former members of all committees appointed by the Board of Directors or the Declarant shall not be liable for any action, or omission, by it or any Director, officer or member of a committee, except in relation to matters as to which any such Director, officer and/or member of a committee shall be adjudged in any action, suit or proceeding to be liable for willful misconduct. No Member or Owner may collect any judgment against the Association, a Director or former Director, officer or former officer, or a member or former member of any committee appointed by the Declarant or the board unless the Association or such person, either individually, or as an agent for the Association, shall be adjudged guilty of willful misconduct.

ARTICLE XVII.

MISCELLANEOUS

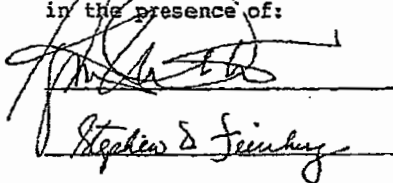
Section 1. The invalidity or unenforceability of any provision or provisions contained in this Declaration by judgment or court order shall not affect or modify any of the other provisions contained in this Declaration which shall remain in full force and effect.

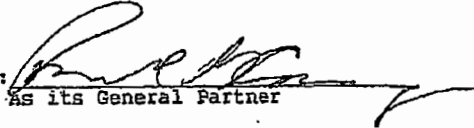
Section 2. The headings contained in this Declaration are for convenience only and shall have no significance in the

interpretation of the body of this Declaration and shall be disregarded in construing the provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant, WINDERMERE LAKES LTD., has caused this instrument to be executed by its duly authorized partner as of the day and year first above written.

Signed, sealed and delivered in the presence of: WINDERMERE LAKES, LTD.


Stephen D. Feinberg

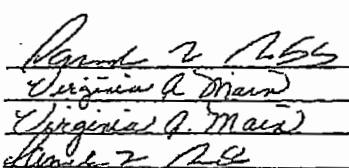
By: 
As its General Partner

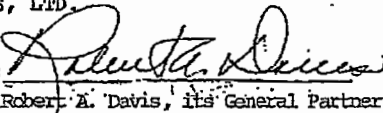
Borg Warner Mortgage, the holder of a mortgage on all or part of the Properties, hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.

BORG WARNER MORTGAGE

By: _____
As its _____

LAKE BUTLER ESTATES, LTD.


Virginia A. Mann
Virginia A. Mann
March 2, 1964

By: 
Robert A. Davis, its General Partner

By: 
William E. Coggin, its General Partner

Barnett Bank of Central Florida, the holder of a mortgage on all or part of the Properties hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.

BARNETT BANK OF CENTRAL
FLORIDA, N.A.

By: _____
As its _____

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and county aforesaid to take acknowledgments, personally appeared Raymond G. Conway, the

interpretation of the body of this Declaration and shall be disregarded in construing the provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant, WINDERMERE LAKES LTD., has caused this instrument to be executed by its duly authorized partner as of the day and year first above written.

Signed, sealed and delivered in the presence of: WINDERMERE LAKES, LTD.

[Signature]
Stephen S. Feinberg

By: [Signature]
As its General Partner

Borg Warner Mortgage, the holder of a mortgage on all or part of the Properties, hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.

[Signature]
W. Rob. Edmister

BORG WARNER MORTGAGE

By: [Signature]
As its Vice Pres



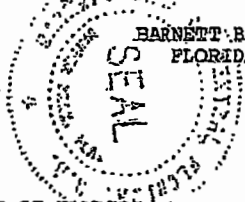
LAKE BUTLER ESTATES, LTD.

[Signature]
Virginia A. Mann
Virginia A. Mann
[Signature]

By: [Signature]
Robert A. Davis, its General Partner

By: [Signature]
William E. Coggin, its General Partner

Barnett Bank of Central Florida, the holder of a mortgage on all or part of the Properties hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.



BARNETT BANK OF CENTRAL FLORIDA, N.A.

By: [Signature]
As its Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and county aforesaid to take acknowledgments, personally appeared Raymond G. Conway, the

General Partner of Windermere Lakes, Ltd., a Florida limited partnership, and he acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of June, 1986.

Stephen D. Seemling
Notary Public, State of Florida
at Large

(Notary Seal)

My Commission Expires:

Notary Public State of Florida at Large
My Commission expires April 19, 1990

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
day of _____, 1986, by _____,
as the _____ of Borg Warner Mortgage, a
corporation, on behalf of the corporation.

(NOTARIAL SEAL)

Notary Public

My commission expires:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
2nd day of June, 1986, by William E. Coggins and Robert A. Davis,
as the General Partners of Lake Butler Estates, Ltd. a
Florida ~~corporation~~ ~~on behalf of the corporation~~ limited partnership,
on behalf of the partnership.

Stanley R. Rott
Notary Public

(NOTARIAL SEAL)

My commission expires:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
day of _____, 1986, by _____,
as the _____ of Barnett Bank of Central Florida, N.A.,
a _____ corporation, on behalf of the corporation.

(NOTARIAL SEAL)

Notary Public

My commission expires:

General Partner of Windermere Lakes, Ltd., a Florida limited partnership, and he acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of June, 1986.

Stephen S. Seunary
Notary Public, State of Florida
at Large

(Notary Seal)

My Commission Expires:

Notary Public State of Florida at Large
My Commission expires April 19, 1990

STATE OF CALIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of June, 1986, by B. B. Caplinger as the Vice President of Borg Warner Mortgage, a Delaware corporation, on behalf of the corporation.

X Margaret M. Robertson
Notary Public

(NOTARIAL SEAL)

My commission expires:
7-27-89



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of June, 1986, by William E. Coggins and Robert A. Davis as the General Partners of Lake Butler Estates, Ltd. a Florida ~~corporation~~ limited partnership on behalf of the partnership.

Charles J. Asch
Notary Public

(NOTARIAL SEAL)

My commission expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 17, 1988
BORNED THRU GENERAL INS. UND.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of June, 1986, by C. Thomas Beck as the Sr. Vice Pres. of Barnett Bank of Central Florida, N.A., a National corporation, on behalf of the corporation.

Maureen Wabnitz
Notary Public

(NOTARIAL SEAL)

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 21, 1988

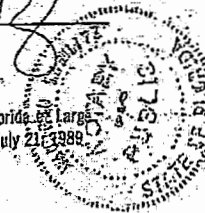


EXHIBIT "A"

Lots 1-123, BUTLER BAY UNIT THREE, as recorded
in Plat Book 18, Page 4-9, Public Records
of Orange County, Florida.

RECORDED & INDEXED

Shirley H. Poku
County Clerk, Orange Co., Fl.

003008 P6 50

Florida Paid THOMAS H. LOCKER,
Rec Fee \$ 25.00 Orange County
Doc Tax \$ Comptroller
Int Tax \$ By ASH
Total \$ 25.00 Deputy Clerk

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

2567607 ORANGE CO. FL.
03:40:40PM 07/28/86

JUL 21 1986

DEVELOPER'S AGREEMENT

DR3808 PG 1466

This Agreement is entered into this 4 day of ^{June}~~May~~, 1986,
between Orange County, a political subdivision of the State of Florida,
hereinafter referred to as "County", and Windermere Lakes, Ltd., a
Florida limited partnership, hereinafter referred to as "Developer".

PREMISES

1. The Developer owns or has an option to purchase property in
Orange County, Florida, described as follows:

See Exhibit "A", which is attached hereto and incorporated
herein by reference.

hereinafter referred to as the "subject property".

2. The Developer desires to subdivide and develop the subject
property as a development to be known as "Butler Bay, Unit III", pur-
suant to Chapter 65-2015, Laws of Florida, (the Orange County Land
Development and Use Law) and the Orange County Subdivision Regulations,
adopted pursuant thereto, except as those Regulations may be specifically
waived by the County during the subdivision review process.

3. As part of its plan of development for the subject property,
Developer wishes to design and construct private common facilities
which will not be dedicated to Orange County nor to the use and enjoy-
ment of the general public, but which will be dedicated to the common
use and enjoyment of the owners of the subject property. The term
"common facilities" as used herein includes private internal road and
drainage systems, street lighting systems and other private facilities
as may be provided.

4. The County is authorized to regulate the development of the
subject property.

5. The County is willing to permit the use of common facilities
in the development of the subject property under the terms of this
Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Provided that all of the terms and conditions of this
Agreement are met, the County waives any requirement for the dedication
to the public of the common facilities, including the internal road and
drainage systems shown on those plans for the development of the subject
property, dated 2/13/86, on file in the Orange County
Zoning Department.

2. The common facilities shown on the plans shall be designed and
constructed by the Developer in accordance with the conditions of
approval and the development plans for the subject property dated
11/18/84, a copy of which is on file and available for
inspection in the Orange County Zoning Department.

RETURN TO CLERKS OFFICE - B.C.C. - 5TH FLOOR, CO. ADMIN BLDG. - ROY

*25.00

3. The County shall not be required or obligated in any way to construct or maintain, or participate in any way in the construction or maintenance of, the common facilities on the subject property. It is the intent of the parties that the common facilities shall be private and that there shall be no dedication of public rights-of-way for road purposes within the subject property except those which may be specifically shown on the plans or indicated in the conditions of approval. The common facilities shall not be dedicated to the use and enjoyment of the general public, but are to be dedicated to the common use and enjoyment of the owners of the subject property. It is the intent of the parties that the Developer, its grantees, successors or assigns in interest, or some other association and assigns satisfactory to the County, shall be responsible for the maintenance of the common facilities.

4. The Developer shall establish a method satisfactory to Orange County of maintaining the common facilities. Such methods shall include the creation of a homeowner's association, a property owner's association or some other association (hereinafter referred to as "Association"), acceptable to Orange County, which shall be solely responsible for maintaining said facilities.

5. The Developer shall provide and record documents satisfactory to the County for the maintenance of the common facilities. The documents shall provide a method for the Developer, its grantees, successors or assigns in interest, or the Association to assess the owners of the subject property the cost of maintaining the common facilities. The assessment may be separate from or included in a general assessment of the property owners for maintenance of other commonly owned areas within the subject property. The method of assessment shall be satisfactory to the County and shall provide the legal right for the Developer, its grantees, successors or assigns in interest, or the Association to impose liens against those properties for which payment of any assessment is not made. Furthermore, the documents shall provide notice to purchasers and prospective purchasers of the subject property that the Developer, its grantees or successors and assigns in interest, or the Association shall have the authority to make assessments for maintenance of the common facilities and impose liens against those properties for which payment of any assessment is not made. Collection of the assessments and enforcing the payment thereof through placement of liens against the properties shall be the responsibility of the Developer, its grantees or successors and assigns in interest, or the Association and shall not be the responsibility of Orange County.

6. Failure of the Developer, its grantees or successors and assigns in interest, or the Association to maintain the common facilities or to impose and collect assessments for the maintenance of the facilities

shall not in any way create or impose any obligation, burden, responsibility or liability upon the County, directly or indirectly, to maintain the facilities. The responsibility for maintenance of the facilities shall be solely that of the Developer, its grantees or successors and assigns in interest, or the Association.

7. The assessments imposed by the Developer or the Association for maintenance of the common facilities shall not relieve the owners of the subject property from any other taxes, fees, charges or assessments imposed by the County or any other governmental agency.

8. The common facilities shall be designed, constructed and maintained so as to prevent any adverse impact of effect upon any other properties, including road systems and drainage systems external to the subject property..

9. The Developer shall deed or dedicate to Orange County emergency access easements to the private drainage system for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety and general welfare. Recording of such deed or dedication shall not be deemed to impose any obligation, burden, responsibility or liability upon Orange County to enter upon the subject property and take any action to repair or maintain the drainage system.

10. The Developer shall deed or dedicate to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies or other private companies providing necessary services to the subject property or to the owners of the subject property, perpetual non-exclusive ingress and egress easements over the private road systems and other common areas within the subject property.

11. The following special provisions are set forth in the attached "Schedule A" and are incorporated herein as a part of this Agreement: NONE.

12. This Agreement shall be recorded in the Public Records of Orange County, Florida. This Agreement and the obligations created herein shall run with the land and shall be enforceable against the parties, the grantees of any or all of the "subject property", or their successors and assigns in interest.

13. Developer has an option to purchase a portion of the subject property from Lake Butler Estates, Ltd., a Florida limited partnership. Lake Butler Estates, Ltd. joins in the execution of this Developer's Agreement to evidence its agreement to be bound by its terms and conditions in the event Developer does not exercise and close on its option to purchase the remaining portions of the subject property not yet owned by Developer.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

ATTEST: THOMAS H. LOCKER, Clerk ORANGE COUNTY, FLORIDA

By: Mary Jo Garrison
Deputy Clerk

By: Tom Dorman
Chairman, Board of County Commissioners

ATTEST:

WINDERMERE LAKES, LTD.

By: _____

By: Robert A. Davis

Developer

ATTEST:

LAKE BUTLER ESTATES, LTD.

By: _____

By: Robert A. Davis

General Partner

BY: William E. Coggin

General Partner

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority Tom Dorman and Mary Jo Garrison, well known to me and known by me to be the Chairman and Clerk of the Board of County Commissioners, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal at Orlando, County of Orange, State of Florida, this 21st day of July, 1986.

My Commission Expires: _____

Notary Public, State of Florida at Large,
My Commission Expires March 26, 1989
(SEAL) 10 Bonded Thru Brown & Brown, Inc.

Ray H. Schindler
Notary Public

STATE OF FLORIDA)
COUNTY OF ORANGE)

OR3808 PG1469

I HEREBY CERTIFY that on this day personally appeared before me, Raymond G. Conway, general partner of the Developer, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal at Orlando, County of Orange, State of Florida, this 4 day of June, 1986.

My Commission Expires: _____

(SEAL)

Stephen D. Fainberg
Notary Public

Notary Public, State of Florida at Large
My Commission expires April 19, 1990

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me,
Robert A. Davis and William E. Gagin of Lake Butler Estates, Ltd., to me well
known to be the person described in and who executed the foregoing instru-
ment and acknowledged before me that he executed the same for the purpose
therein expressed.

WITNESS my hand and official seal at Orlando, County of Orange,
State of Florida, this 2nd day of June, 1986.

My Commission Expires:

(SEAL)

Samuel N. Allen
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 17, 1986
BONDED THRU GENERAL INS. CO.



DR3808 PG1470

EXHIBIT "A"

Lots 1-123, BUTLER BAY UNIT THREE, as recorded
in Plat Book 18, Page 4-7, Public Records
of Orange County, Florida.

RECORDED & INDEXED
Thomas H. Lohr
County Commissioner, Orange Co., FL

OR 808 PG 1 471

Sec. 38-556. - Site and building standards.

(a) *Standards.* Development under this article shall meet the following standards:

	Minimum Lot Size	Minimum Lot Width (Feet)	Minimum Living Area (Square Feet)	Building Height (Feet)
R-CE-Cluster	½ acre*	100**	1,500	2-story/ <u>35</u>

If central water service is provided, the minimum lot size is one-third ($\frac{1}{3}$) acre. Lakefront lots are one-half ($\frac{1}{2}$) acre. The minimum lot size for lakefront lots on the Butler Chain of Lakes is one (1) acre.

Lot width is measured at the building front yard setback line.

(Ord. No. 97-03, § 7, 2-25-97)

(b) *Setbacks.* The following minimum setbacks shall apply:

	Front (Feet)	Rear (Feet)	Side (Feet)
R-CE-Cluster	<u>30</u>	25	10

There shall be a minimum of a fifty-foot setback from the normal high water elevation from natural water bodies.

(Ord. No. 97-03, § 7, 2-25-97)

(c) *Maximum lot coverage.* The maximum coverage of all impervious surfaces on a lot shall not exceed sixty (60) percent of the land area of the lot.

(P & Z Res., art. XXXVI, § 6)

N

Sec. 38-557. - Common open space.

- (a) The amount of common open space, as required by Orange County Code, chapter 24, article II, open space regulations, shall be shown on the R-CE-Cluster development plan. A method shall be provided for assuring the maintenance of all common open space areas in perpetuity, either by transferring ownership and maintenance responsibilities for the open space areas to a trustee or mandatory homeowner's association, or by some other method acceptable to the board of county commissioners. The county shall not be responsible for the maintenance of common open space areas.

(Ord. No. 92-42, § 6, 12-15-92; Ord. No. 97-03, § 8, 2-25-97)

- (b) The owner shall offer to dedicate development rights for all common open space areas to the county. The county may accept the offer of dedication. If, however, the county refuses to accept the offer, an alternative method acceptable to the county shall be provided to guarantee that common open space areas shall remain in such a state as to maintain the natural character of the area.

(P & Z Res., art. XXXVI, § 7)

Sec. 24-29. - Open space requirements.

- (a) In the following residential zoning districts, residential private open space shall be forty (40) percent:

R-A

RCE-5

RCE-2

A-R

R-CE

R-1AAAA

R-1AAA

R-1AA

R-1A

R-1

R-2 (single-family detached housing only)

R-3 (single-family detached housing only)

R-L-D

Provided, however, that when a variance to the building setbacks for an addition to the principal residence is successfully obtained from the board of zoning adjustment, then the residential private open space requirements shall be automatically reduced by an amount sufficient to accommodate the setback variance.

- (b) In the following residential zoning districts, residential private open space shall be forty-five (45) percent:

R-2 (excluding single-family detached housing)

R-3 (excluding single-family detached housing)

- (c) In the nonresidential zoning districts, open space shall be provided as follows:

Office—Twenty-five (25) percent

Commercial—Twenty (20) percent

Industrial—Fifteen (15) percent

Institutional—Thirty-five (35) percent

Big box development:

One (1) story and two hundred thousand (200,000) square feet or greater: Thirty (30) percent.

One (1) story and less than two hundred thousand (200,000) square feet: Twenty-five (25) percent.

Two (2) stories, provided that the second story is forty (40) percent or more of the gross floor area that is open to customers: Twenty (20) percent.

Two (2) stories with multilevel structured parking, provided that the second story is forty (40) percent or more of the gross floor area that is open to customers: Fifteen (15) percent.

(d) For planned development zoning districts, open space shall be provided in accordance with section 38-1234 of the Orange County Code.

(e) For residential cluster districts, common open space shall be provided as follows:

Gross Residential Density	% Common Open Space Required
Less than or equal to 1 unit/acre	None required
Greater than 1 unit/acre	10%

(f) For urban village zoning districts, open space shall be provided outside of the village center as follows:

Residential private open space—Twenty-five (25) percent.

Institutional open space—Thirty-five (35) percent.

(Ord. No. 92-42, § 1, 12-15-92; Ord. No. 93-11, § 15, 4-27-93; Ord. No. 2007-01, § 8, 3-20-07)

P

Sec. 24-26. - Definitions.

As used in this article, the following terms shall have the meanings given herein.

Open space shall mean lands set aside for the following:

- (1) The protection of natural resources (such as uplands, wildlife habitats and groundwater recharge areas) and areas unsuitable for development due to natural hazards (such as wetlands, floodplains and areas of unsuitable soils);
- (2) Recreation areas; or
- (3) The enhancement of the developed urban environment (including buffer areas, landscaped areas, plazas and hardscapes).

Common open space shall mean a type of open space designed and intended for use or enjoyment of the occupants of a project.

Residential private open space shall mean the usable open space on individual lots maintained by the required front, rear and side yards of the residential zoning district and excluding paved driveways, principal and accessory structures. However, for purposes of this article, recreational structures such as, but not limited to, pools, tennis courts and porches shall not be considered accessory structures and shall be included in calculating residential open space.

(Ord. No. 92-42, § 1, 12-15-92)

Q

Sec. 24-27. - Legislative findings.

- (a) Open space provides protection of natural resources by encouraging preservation of aquifer recharge areas, floodplains, wetlands and wildlife habitat.
- (b) Open space enhances the quality of life by providing space for recreation.
- (c) Open space enhances the urban environment by providing visual relief, and improving light infiltration and air circulation in developed areas.
- (d) Private open space can be provided in residential areas by required lot setbacks and minimum lot sizes.
- (e) Consistency in the definition of open space and the provisions for open space are necessary for the balance between private property rights and the protection of the public health, safety and welfare.

(Ord. No. 92-42, § 1, 12-15-92)

R

Sec. 24-28. - Applicability.

The regulations herein are applicable to all development applications permitted by the county. The percentages listed below are considered minimum standards; however, an applicant may provide a greater percentage of open space but a greater percentage will not be required by the county.

(Ord. No. 92-42, § 1, 12-15-92)

5

Sec. 24-30. - Open space design guidelines.

The following design guidelines are provided to encourage proper design, location and use of open space. For facilities that serve a primary purpose other than open space, performance standards are established for use in obtaining open space credits for these areas.

- (a) *Location.* Open space, other than private residential open space, should be located within the project to enhance its functions as follows:
 - (1) Landscape buffers should be located on the perimeters of the project and along major collectors and arterials to provide maximum screening from adjacent land uses.
 - (2) Recreational open space should be located internal to the project and be easily accessible to all residents and employees.
 - (3) Open space areas that provide natural resource protection should be located to preserve floodplains, wetlands, aquifer recharge areas, wildlife habitat and other unique natural resources.
- (b) *Size.* Open space areas should be the appropriate size for their primary function.
- (c) *Distribution.* Open space should be distributed with reasonable uniformity throughout the project so that remnant open space areas are not created that are unusable or function as private open space to only a small percentage of the development.
- (d) *Integration.*
 - (1) Integrated open space systems, i.e., connected by greenways, bike paths and/or walkways, are encouraged.
 - (2) If the project is located next to off-site open space whose primary function is conservation of natural resources, connection of open space with compatible functions is encouraged.
- (e) *Ownership and maintenance.* Common open space areas shall be the responsibility of a property owners' association or a method shall be provided for assuring the maintenance of and access to all common open space areas in perpetuity, either by transferring ownership and maintenance responsibilities for the open space areas to a trustee or mandatory homeowners' association, or by some other method acceptable to the board of county commissioners. The county shall not be responsible for the maintenance of common open space areas.
- (f) *Irrigation.* All development containing a contiguous irrigated open space tract or parcel greater than twenty (20) acres, including golf courses, shall be required to accept reclaimed water for irrigation when such reclaimed water is available adjacent to the development's boundary and has sufficient capacity and pressure. Connection shall be consistent with the connection policies of the applicable utility provider.
- (g) *Open space credits.* All of the uses below shall be credited towards open space if all performance standards are met. The amount of credits depends on the category of open space, but in no case shall category A open space constitute less than twenty-five (25) percent of the total open space required:
 - (1) *Category A open space.* All of the uses listed below shall count one hundred (100) percent towards meeting the total open space required:
 - a. Buffer zones and greenbelts;

- b. Recreational areas (active and passive);
 - c. Landscaped areas;
 - d. All other permanently undeveloped uplands;
 - e. Dry bottom stormwater management ponds that meet the following requirements:
 - 1. Sodded;
 - 2. Unfenced;
 - 3. Must be dry within seventy-two (72) hours after a twenty-five-year storm event;
 - 4. A skimmer must be provided to minimize the accumulation of trash and pollutants;
 - 5. At least five (5) percent of the area above the peak state elevation must be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged).
- (2) *Category B open space.* All of the uses listed below may be credited towards meeting the minimum open space requirements if the performance standards are met, but shall not account for more than fifty (50) percent of the total open space required:
- a. Wet bottom stormwater management ponds that meet the following requirements:
 - 1. Minimum of one (1.0) acre;
 - 2. Five-to-one (5:1) side slopes;
 - 3. Sodded or an equivalent ground cover;
 - 4. Unfenced;
 - 5. Curvilinear in shape rather than angular;
 - 6. Landscaped in accordance with the following criteria:
 - i. *One to two and one-half acres.* At least ten (10) percent of the land above the design high water level excluding maintenance berms shall be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged); or a littoral zone band of at least five (5) feet in width for at least fifty (50) percent of the shoreline established with native aquatic or semiaquatic plant species;
 - ii. *Two and one-half to five acres.* At least five (5) percent of the land above the design high water level excluding maintenance berms shall be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged); or a littoral zone band of at least five (5) feet in width for at least thirty-five (35) percent of the shoreline established with native aquatic or semiaquatic plant species;
 - iii. *More than five acres.* A littoral zone band of at least five (5) feet in width for at least twenty (20) percent of the shoreline established with native aquatic or semiaquatic plant species.
 - 7. Access provided for all residents/employees.
 - b. Easements that meet the following requirements:

1. Minimum twenty-five (25) feet wide;
 2. Accessible for public use;
 3. Written verification from the easement holder authorizing unrestricted access.
 - c. Plazas/hardscapes that meet the following requirements:
 1. Twenty (20) percent landscaped;
 2. Seating areas;
 3. Thirty (30) percent or gross pedestrian accessible (excluding sidewalks) for area remaining after landscaping and water features/sculptures.
 - d. Natural lakes that meet the following requirements:
 1. Only that portion of lakes which are within the legal description of the project shall be credited towards open space;
 2. Must be accessible to all residents/employees. Common access to natural lakes shall be at least equal to the minimum lot size established by the zoning districts or one-half (½) acre, whichever is greater.
- (3) *Category C open space.* Areas within a project, phase or tract which are classified as conservation areas (including mitigation area) pursuant to chapter 15, article X (conservation ordinance) shall be identified at the time of plan submission. Conservation areas shall qualify as open space. However, to ensure that conservation areas or mitigation areas which comprise a high percentage of a project or tract do not constitute the only open space for the project, the amount of open space credit shall be limited to no more than seventy-five (75) percent of the total open space required.
- (4) *Open space categories B and C.* Open space categories B and C cannot count more than seventy-five (75) percent of the total open space required for the project, phase or tract.
- (5) *Big box development open space.* All of the uses listed below may be credited towards meeting the minimum open space requirements if the performance standards are met, but shall not account for more than fifty (50) percent of the total open space required:
- a. All retention ponds, fenced or nonfenced, which are meant to fulfill a portion of the open space requirements, shall be designed as a project landscaping amenity. As such, they shall have curvilinear water edges which incorporate substantial curve off-sets along the water perimeter. Furthermore, all ponds shall incorporate a continuous row of drought-tolerant shrubs and understory trees along their top edge. Understory trees shall be planted at a rate of one (1) per twenty-five (25) feet of perimeter edge. Clustering of understory trees is acceptable.
 1. Nonfenced ponds may fulfill up to fifty (50) percent of the project's open space requirement, provided they meet the curvilinear requirements above. Decoratively-fenced ponds may fulfill up to fifty (50) percent of the project's open space requirements. However, the decorative fencing shall be constructed with black wrought iron-styled post and railing system, and incorporate landscaping along the exterior of the fencing. The post and railing system, while including a gated access system for pond maintenance purposes, shall incorporate masonry columns, minimum twenty-four (24) inches in diameter, spaced at a maximum of fifty (50) feet

on-center. The columns shall incorporate a decorative cap feature, and the surface (or veneer) and trim of the columns shall replicate those of the principal structure. Furthermore, the decoratively-fenced ponds shall incorporate the required shrubs and understory trees mentioned above along the exterior base of the fence.

2. Ponds which are fenced with chain link, or with any other system which fails to meet the decorative fence description above, shall not fulfill any of the required project open space.

(Ord. No. 92-42, § 1, 12-15-92; Ord. No. 2007-01, § 9, 3-20-07)

	Unit 3N	Unit 3S	Unit 2	Unit 1	Chain Du Lac	Manor 1	Manor 2	Proposed Development*	TOTAL
Rec Area/Open Space				9.52			4.44	4.15	18.11
Landscape Tract						2.33	3.05	6.9	12.28
Landscape Buffer			0.39	1.41					1.8
Undeveloped Area in Lots 94/95								17.7	
Lake	17.96					1.33			19.29
Conservation Area	1.13	1.39			2.62	6.81	3.35	12.6	27.9
Stormwater Pond			3.76		1.82	5.04	1.46	33.83	45.91
TOTAL	19.09	1.39	4.15	10.93	4.44	15.51	12.3	75.18	125.29 ac

25.0%

* Proposed Development does not include the area containing the existing Clubhouse area

Cluster Plan Gross Area 502 ac
 38% Open Space of Gross Area of Cluster Plan 190.76 ac

Information on areas is approximated based on copies of plats.

4

		Unit 3 ₂	Unit 2 ₂	Unit 1 ₂	Chain Du Lac ₂	Manor 1 ₂	Manor 2 ₂		Proposed Development ₁		TOTAL
A.	Recreation Area/ Open Space	--	--	9.5	--	--	4.4		4.2		18.1
B.	Landscape Tract	--	--	--	--	2.3	3.1		6.9		12.3
C.	Landscape Buffer	--	0.4	1.4	--	--	--		--		1.8
D.	Undeveloped Area in Proposed Lots 94/95	--	--	--	--	--	--		17.7		17.7
E.	Lake	18.0	--	--	--	1.3	--		--		19.3
F.	Conservation Area	2.5	--	--	2.6	6.8	3.4		12.6		27.9
G.	Stormwater Pond	--	3.8	--	1.8	5.0	1.5		33.8		45.9
H.	Private Open Space w/in Lots ₃	24.4	5.8	7.0	8.8	10.6	8.8		19.0		84.4
	TOTAL GROSS OPEN SPACE	44.9	10.0	17.9	13.2	26.1	21.1		94.2		227.4
	PERCENTAGE OF GROSS AREA								60.6%		45.3%

All units are in acres

Total Required Common Open Space: 0.0 ac (Per Sec. 24-29(e) - Residential Cluster Districts less than or equal to 1 unit/acre)

Cluster Plan Gross Area: 502.0 ac

38% of Gross Area of Cluster Plan: 190.76 ac

NOTES:

1. Proposed Development does not include the open space acreage for the area containing the existing Clubhouse, tennis courts, and pool.
2. Information on acreages for existing developments is approximated based on copies of plats.
3. Per Section 38-556(c). Maximum lot coverage of 60%. Open space calculated as 40% of lot areas. Conservatively assumed all lots at 0.5 acre in size.

POULOS & BENNETT

Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

December 7, 2015

Michael R. Jernigan
Century Link
33 N Main Street
Winter Garden, FL 34777-0339

Subject: Partial Plat Vacation Request
Windermere Golf & Country Club
Poulos & Bennett – Job # 5-101

Dear Mr. Jernigan:

We are in the process of requesting that Orange County vacate that portion of a plat located within the property shown on the attached boundary description, situated in Sections 1 and 12, Township 23S, Range 27E, whose parcel # is 01-23-27-1108-00-001.

In order to have this action heard, we must provide letters of no objection from utility companies who have jurisdiction in this neighborhood.

Please review your records, complete the form below, and return this letter to me via scan to email and original via mail. If you have any questions, please contact me.

Thank you in advance for your expediency.

Sincerely,

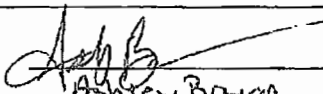

Candice H. Hawks
Land Development Coordinator
407-487-2594

☐ The subject parcel is not within our jurisdiction.

☒ The subject parcel is within our jurisdiction. We do / do not (circle one) have any facilities within the easement / plat. We have no objection to the vacation.

Additional Comments: IF our cable needs to be relocated it will be at the Developer's Expense.

Signature:
Print Name:
Date:


Ashley Bryan Title: Engineer II
12/30/2015 Phone Number: 407-814-5047

POULOS & BENNETT

Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

December 12, 2015

Michael VanHorn
Senior Engineering Technician
Orange County Utilities
9150 Curry Ford Road
Orlando, FL 32825

Subject: Partial Plat Vacation Request
Tract A on the Butler Bay Unit 3 Plat, PB 18, Page 4 as amended by A Replat of Lots 8, 9, 10
and Tract B Butler Bay – Unit 3 Plat, PB 25, Page 116
Windermere Golf & Country Club
Poulos & Bennett – Job # 15-101

Dear Mr. VanHorn:

We are in the process of requesting that Orange County vacate that portion of a plat located within the property shown on the attached boundary description, whose Parcel IDs are 01-23-27-1108-00-001 and 01-23-27-1117-00-001. The portion of the plat to be vacated is limited to Tract A. All existing utility easements currently located within Tract A of the plat will be maintained via recordation by separate instrument.

In order to have this action heard, we must provide letters of no objection from utility companies who have jurisdiction in this neighborhood.

Please review your records, complete the form below, and return this letter to me via scan to email and original via mail. If you have any questions, please contact me.

Thank you in advance for your expediency.

Sincerely,



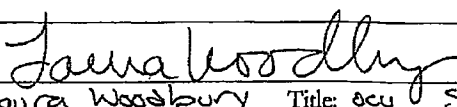
Candice H. Hawks
Land Development Coordinator
407-487-2594

☐ The subject parcel is not within our jurisdiction.

☒ The subject parcel is within our jurisdiction. We do do not (circle one) have any facilities within the easement / plat. (We have no objection to the vacation.)

Additional Comments: _____

Signature:
Print Name:
Date:


Laura Woodbury Title: scu Senior Engineer
1-12-16 Phone Number: 407 254-9928

POULOS & BENNETT

Poulos & Bennett, LLC • 4625 Halder Lane, Suite B • Orlando, Florida 32814 • (407) 487-2594 • www.poulosandbennett.com

January 12, 2015

Mr. Mark LoCastro
AT & T
Director/Construction Engineering
500 N Orange Avenue, Suite 400
Orlando, FL 32801

Subject: Plat Vacation Request
Windermere Golf & Country Club
Poulos & Bennett – Job # 5-101

Dear Mr. LoCastro:

We are in the process of requesting that Orange County vacate that portion of a plat located within the property shown on the attached boundary description, situated in Sections 1 and 12, Township 23S, Range 27E, whose parcel # is 01-23-27-1108-00-001.

In order to have this action heard, we must provide letters of no objection from utility companies who have jurisdiction in this neighborhood.

Please review your records, complete the form below, and return this letter to me via scan to email and original via mail. If you have any questions, please contact me.

Thank you in advance for your expediency.

Sincerely,

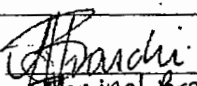

Candice F. Hawks
Land Development Coordinator
407-487-2594

☒ The subject parcel is not within our jurisdiction.

☐ The subject parcel is within our jurisdiction. We do / do not (circle one) have any facilities within the easement / plat. We have no objection to the vacation.

Additional Comments: _____

Signature:
Print Name:
Date:


Thainel Braschi Title: Mgr. Asp. Plan & Engrg. Design.
1/19/2016 Phone Number: 407-351-8190

POULOS & BENNETT

Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

December 7, 2015

Todd Boyer
Duke Energy
3300 Exchange Place, NP4D
Lake Mary, FL 32746

Subject: Partial Plat Vacation Request
Windermere Golf & Country Club
Poulos & Bennett – Job # 15-101

Dear Mr. Boyer:


We are in the process of requesting that Orange County vacate that portion of a plat located within the property shown on the attached boundary description, situated in Sections 1 and 12, Township 23S, Range 27E, whose parcel # is 01-23-27-1108-00-001.

In order to have this action heard, we must provide letters of no objection from utility companies who have jurisdiction in this neighborhood.

Please review your records, complete the form below, and return this letter to me via scan to email and original via mail. If you have any questions, please contact me.

Thank you in advance for your expediency.

Sincerely,


Candice H. Hawks
Land Development Coordinator
407-487-2594

☐ The subject parcel is not within our jurisdiction.

☒ The subject parcel is within our jurisdiction. We (do) / ~~do not~~ (circle one) have any facilities within the easement / plat. ~~We have no objection to the vacation.~~

Additional Comments: Duke Energy Distribution & Transmission depts
Object to this vacate. We have facilities in the area. Any
facilities that need to be recreated will be at the customers cost.

Signature: [Signature]
Print Name: LAHA CUADERA Title: Research Support Spec. II
Date: 1/19/16 Phone Number: 407-905-3310

*Duke
Objectio*

POULOS & BENNETT

Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

December 7, 2015

Rick Gullett
Lake Apopka Natural Gas
P O Box 783007
Winter Garden, FL 34778-3007

Subject: Partial Plat Vacation Request
Windermere Golf & Country Club
Poulos & Bennett - Job # 15-101

Dear Mr. Gullett:

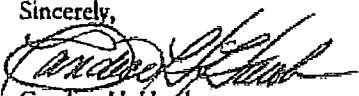
We are in the process of requesting that Orange County vacate that portion of a plat located within the property shown on the attached boundary description, situated in Section 01, Township 23S, Range 27E, whose parcel # is 01-23-27-1108-00-001.

In order to have this action heard, we must provide letters of no objection from utility companies who have jurisdiction in this neighborhood.

Please review your records, complete the form below, and return this letter to me via scan to email and original via mail. If you have any questions, please contact me.

Thank you in advance for your expediency.

Sincerely,

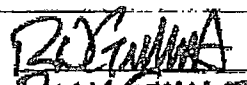

Candice H. Hawks
Land Development Coordinator
407-487-2594

☐ The subject parcel is not within our jurisdiction.

☒ The subject parcel is within our jurisdiction. We do do not (circle one) have any facilities within the easement / plat. We have no objection to the vacation.

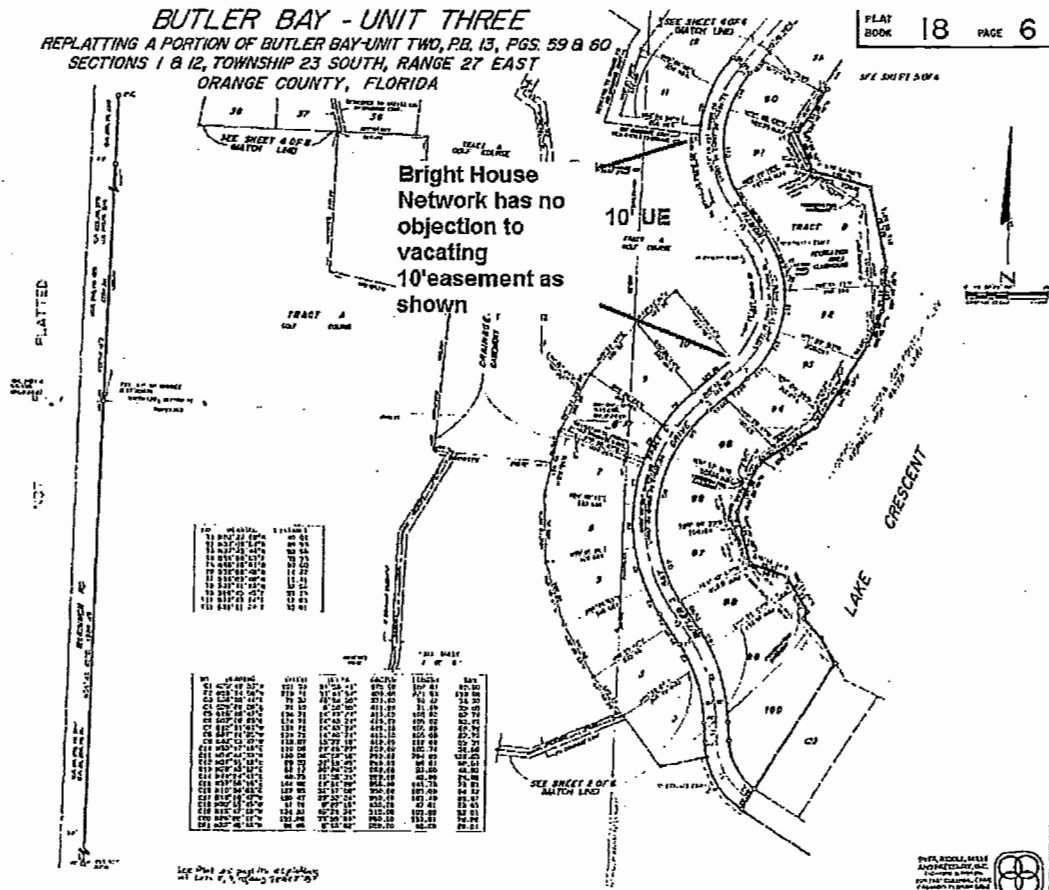
Additional Comments: _____

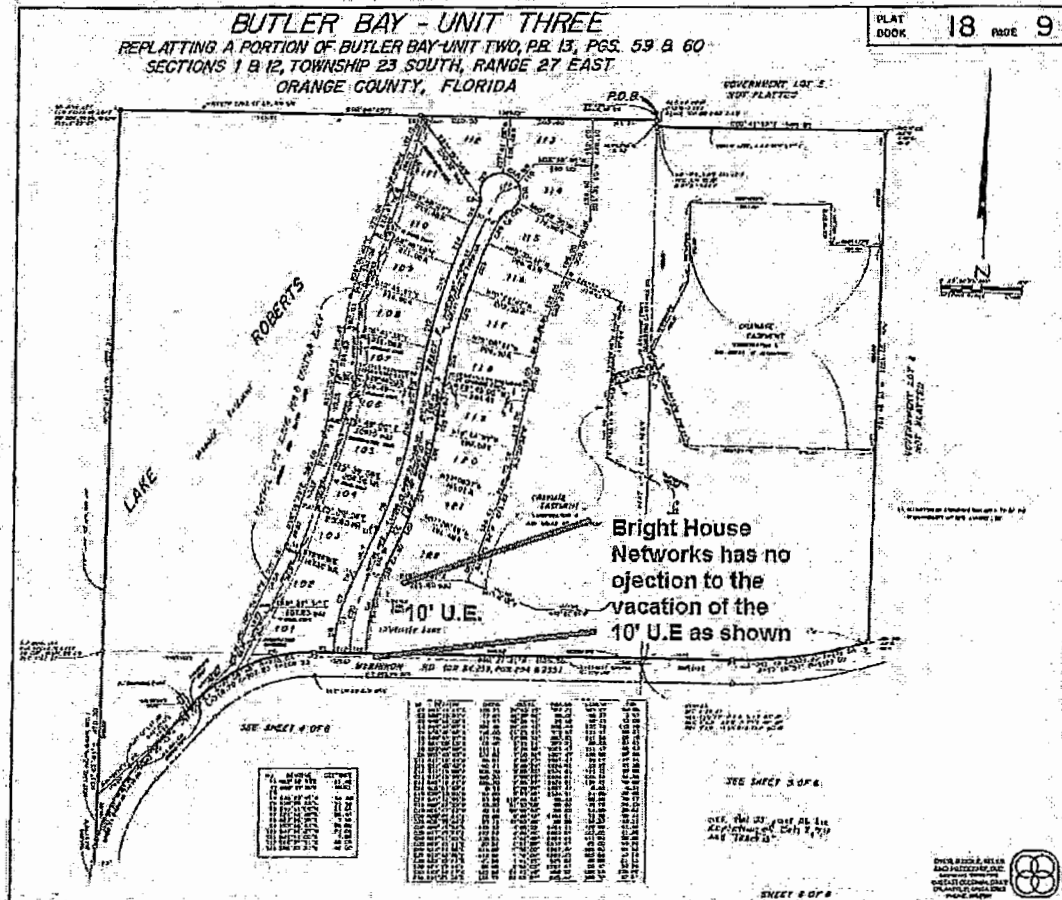
Signature: _____
Print Name: _____
Date: _____


Rick Gullett Title: Salvor & Submitter
01/15/16 Phone Number: 407 656 2734 K108

BUTLER BAY - UNIT THREE
 REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
 SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
 ORANGE COUNTY, FLORIDA

PLAT BOOK 18 PAGE 6





Notice of Plat Vacation

Notice is hereby given that Windermere Country Club, LLC, a Florida limited liability company, at 2710 Butler Bay Drive, N., Windermere, Florida 34786 intends to vacate the plat of its property described as follows: 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 and 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.

Orange County Tax Collector Scott Randolph

Independently elected to serve only you.

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[ABOUT](#) [LOCATIONS](#) [DRIVER LICENSES](#) [TAG & TITLE](#) [PROPERTY TAX](#) [BUSINESS TAX](#) [CAREERS](#) [OTHER](#) [CONTACT](#)
[REQUIRE DOCUMENTS FOR TRANSACTIONS](#) [MANAGER WAITTIME VIEW](#) [AWARD NOTICE](#)

Important Notice: The Orange County Tax Collector's office will begin serving only Orange County residents due to volume and budgetary constraints. Please refer to your county's Tax Collector for locations.



Property Tax Search

The Orange County Tax Collector makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. Utilization of the search facility indicates understanding and acceptance of this statement by the user. This Site Should not be relied upon for a title search.

Property Appraiser Details

Parcel/Tangible Number: 01-23-27-1108-00001	Owner & Address:
Date: 1/29/2016	WINDERMERE COUNTRY CLUB LLC
Tax Year: 2015	2710 BUTLER BAY DR N
	WINDERMERE, FL 34786-6110
Total Assessed Value: \$1,998,019	Legal Description: BUTLER BAY UNIT 3 18/4 TRACT A
Taxable Value: \$1,998,019	Location Address: 2710 BUTLER BAY DR 34786
Gross Tax Amount: \$35,331.78	
Millage Code: 75 ORG	
Comments:	

Current Taxes and Unpaid Delinquent Warrants:

Year	Owner Information	Amount Due	Download Taxbill	Make Payment
2015	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2014	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2013	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2012	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2010	SPE GO HOLDINGS INC	* PAID (View Taxbill For Receipt) *	Taxbill	
2009	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2008	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2007	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2006	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	

Unpaid Real Estate Certificates:

Year	Current Payoff	If Paid By	Current Payoff	If Paid By	Make Payment
* NONE *	* NONE *	* NONE *	* NONE *	* NONE *	* NONE *

Other Real Estate Certificates:

Year	Face Value	Certificate Number	Status	Amount Paid
2011	\$48,511.53	2012-0001462.000	Paid	\$50,943.36

* UNPAID DELINQUENT TAXES MUST BE PAID BY A CASHIERS CHECK, MONEY ORDER, OR CERTIFIED FUNDS AND ARE DUE BY THE LAST BUSINESS DAY OF THE MONTH.

IMG

Scott Randolph, Tax Collector

2015 REAL ESTATE

ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
0025397-1	0	75 ORG

Nov/2015	Feb/2016
Dec/2015	MARCH GROSS TAX
Jan/2016	INTEREST/ADV

01-23-27-1108-00001
BUTLER BAY UNIT 3 18/4 TRACT A

SITUS ADDRESS	2710 BUTLER BAY DR 34786
---------------	--------------------------

WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

PAID 0099-01272633 \$33,918.51 11/25/2015

PO Box 545100
Orlando FL 32854-5100To pay by credit card, call 1-855-414-9014 or visit www.octaxcol.com. A fee will be charged by Point and Pay for this service.

Or to mail in your payment, return the top portion of your bill with your check.

Make checks payable to Scott Randolph, Tax Collector • PO Box 545100 • Orlando FL 32854-5100

Scott Randolph, Tax Collector RETAIN FOR YOUR RECORDS 2015 REAL ESTATE

WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-611001-23-27-1108-00001
BUTLER BAY UNIT 3 18/4 TRACT A

SITUS ADDRESS 2710 BUTLER BAY DR 34786

Receipt will be mailed upon request.

AD VALOREM TAXES

TAX AUTHORITY	ASSESSED VALUE	EXEMPT VALUE	TAXABLE VALUE	MILLAGE*	TAX LEVIED
STATE SCHOOL	1,998,019	0	1,998,019	4.9700	\$9,930.15
LOCAL SCHOOL	1,998,019	0	1,998,019	3.2480	\$6,489.57
GEN COUNTY	1,998,019	0	1,998,019	4.4347	\$8,860.61
CNTY FIRE	1,998,019	0	1,998,019	2.2437	\$4,482.96
UTD	1,998,019	0	1,998,019	1.8043	\$3,605.03
LIBRARY	1,998,019	0	1,998,019	.3748	\$748.86
SPWM	1,998,019	0	1,998,019	.3551	\$709.50
WIND CANAL	1,998,019	0	1,998,019	.2528	\$505.10

TOTAL MILLAGE*: 17.6834

*DOLLARS PER \$1,000 OF
TAXABLE VALUE

AD VALOREM TOTAL: \$35,331.78

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY

AMOUNT

NON-AD VALOREM TOTAL: \$0.00

TOTAL TAXES AND
ASSESSMENTS: \$35,331.78

ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	MILLAGE CODE	ASSESSED VALUE	EXEMPTIONS	L.I.S. EXEMPTION	TAXABLE VALUE
0025397-1	75 ORG	1,998,019	0		1,998,019
Nov/2015	Dec/2015	Jan/2016	Feb/2016	MARCH GROSS TAX	INTEREST/ADV
					ESCROW CODE
					0

Orange County Tax Collector Scott Randolph
Independently elected to serve only you.

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ABOUT LOCATIONS DRIVER LICENSES TAG & TITLE PROPERTY TAX BUSINESS TAX CAREERS OTHER CONTACT

REQUIREMENTS FOR TRANSACTIONS MANAGER WAITTIME VIEW AWARD NOTICE

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Property Tax Search

The Orange County Tax Collector makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. Utilization of the search facility indicates understanding and acceptance of this statement by the user. This Site Should not be relied upon for a title search.

Property Appraiser Details

Parcel/Tangible Number: 01-23-27-1117-00001	Owner & Address:
Date: 1/29/2016	WINDERMERE COUNTRY CLUB LLC
Tax Year: 2015	2710 BUTLER BAY DR N
	WINDERMERE, FL 34786-6110
Total Assessed Value: \$211,430	Legal Description: A REPLAT OF LOTS 8 9 10 & TRACT B BUTLER BAY UNIT 3 25/116 TRACT A
Taxable Value: \$211,430	Location Address: 2730 BUTLER BAY DR 34786
Gross Tax Amount: \$3,738.80	
Millage Code: 75 ORG	
Comments:	

Current Taxes and Unpaid Delinquent Warrants:

Year	Owner Information	Amount Due	Download Taxbill	Make Payment
2015	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2014	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2013	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2012	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2010	SPE GO HOLDINGS INC	* PAID (View Taxbill For Receipt) *	Taxbill	
2009	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2008	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2007	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2006	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	

Unpaid Real Estate Certificates:

Year	Current Payoff	If Paid By	Current Payoff	If Paid By	Make Payment
* NONE *	* NONE *	* NONE *	* NONE *	* NONE *	* NONE *

Other Real Estate Certificates:

Year	Face Value	Certificate Number	Status	Amount Paid
2011	\$6,521.90	2012-0001466.000	Paid	\$6,854.25

* UNPAID DELINQUENT TAXES MUST BE PAID BY A CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED FUNDS AND ARE DUE BY THE LAST BUSINESS DAY OF THE MONTH.

IMG

Scott Randolph, Tax Collector

2015 REAL ESTATE

ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
0025518-2	0	75-ORG

TAX AMOUNT	Nov/2015	Feb/2016	01-23-27-1117-00001
	Dec/2015	MARCH GROSS TAX	A REPLAT OF LOTS 8 9 10 & TRACT
	Jan/2016	INTEREST/ADV	B BUTLER BAY UNIT 3 25/116 TRACT
			A



SITUS ADDRESS	2730 BUTLER BAY DR 34786
---------------	--------------------------

WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

PAID 0099-01272634 \$3,589.25 11/25/2015

PO Box 545100
Orlando FL 32854-5100

To pay by credit card, call 1-855-414-9014 or visit www.octaxcol.com. A fee will be charged by Point and Pay for this service.

Or to mail in your payment, return the top portion of your bill with your check.

Make checks payable to Scott Randolph, Tax Collector • PO Box 545100 • Orlando FL 32854-5100

Scott Randolph, Tax Collector RETAIN FOR YOUR RECORDS 2015 REAL ESTATE

WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

01-23-27-1117-00001
A REPLAT OF LOTS 8 9 10 & TRACT B BUTLER
BAY UNIT 3 25/116 TRACT A

SITUS ADDRESS 2730 BUTLER BAY DR 34786

Receipt will be mailed upon request.

AD VALOREM TAXES

TAX AUTHORITY	ASSESSED VALUE	EXEMPT VALUE	TAXABLE VALUE	MILLAGE*	TAX LEVIED
STATE SCHOOL	211,430	0	211,430	4.9700	\$1,050.81
LOCAL SCHOOL	211,430	0	211,430	3.2480	\$686.72
GEN COUNTY	211,430	0	211,430	4.4347	\$937.63
CNTY FIRE	211,430	0	211,430	2.2437	\$474.39
UTD	211,430	0	211,430	1.8043	\$381.48
LIBRARY	211,430	0	211,430	.3748	\$79.24
SFWM	211,430	0	211,430	.3551	\$75.08
WIND CANAL	211,430	0	211,430	.2528	\$53.45

TOTAL MILLAGE*: 17.6834

*DOLLARS PER \$1,000 OF TAXABLE VALUE

AD VALOREM TOTAL: \$3,738.80

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY

AMOUNT

NON-AD VALOREM TOTAL: \$0.00

TOTAL TAXES AND ASSESSMENTS: \$3,738.80

ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	MILLAGE CODE	ASSESSED VALUE	EXEMPTIONS	L.I.S. EXEMPTION	TAXABLE VALUE
0025518-2	75 ORG	211,430	0		211,430
Nov/2015	Dec/2015	Jan/2016	Feb/2016	MARCH GROSS TAX	INTEREST/ADV
					ESCROW CODE
					0

LETTER OF TRANSMITTAL

To: Whitney Evers
Orange County Attorney's Office
201 S. Rosalind Avenue - 3rd Floor
Orlando, Florida 32801

Date: 02/01/16

Re: Windermere Country Club - Petition
to Vacate Plat

Project No.: 15-101

Orange County Attorney's Office

FEB 01 2016

RECEIVED

RECEIVED

FEB 01 2016

Orange County Attorney's Office

The documents below are being sent via: None

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input checked="" type="checkbox"/> Other |

Quantities	Dated	Description
1		Petition to Vacate Plat Request

These are transmitted as checked below:

- | | | | |
|---------------------------------------|--|--|--|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks: Please find attached for your review. 7 copy of this document along with the application fee of \$752.00 has been provided to Joe Kunkel at OCPW for review and processing.

Thank you!

Copies to: FILE

SIGNED

Jamie T. Poulos, PE
Partner

POULOS & BENNETT

LETTER OF TRANSMITTAL

RECEIVED
MAR 29 2016
Orange County Attorney's Office
JDP WEE

To: Whitney Evers
Orange County Attorney's Office
201 S. Rosalind Avenue - 3rd Floor
Orlando, Florida 32801

Date: 03/29/16

Re: Windermere Country Club - Petition
to Vacate Plat

Project No.: 15-101

The documents below are being sent via: email

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input checked="" type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input type="checkbox"/> Other |

Quantities	Dated	Description
1		Petition to Vacate Plat - Response Documents

These are transmitted as checked below:

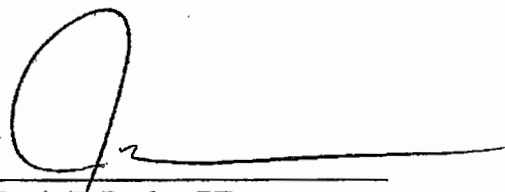
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| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks: Please find attached for your review. 7 copies of this document along with the CD PDF files has been provided to Joe Kunkel at OCPW for review and processing.

Thank you!

Copies to: FILE

SIGNED


Jamie T. Poulos, PE
Partner

7 hand delivered

POULOS & BENNETT



March 28, 2016

Mr. Joe Kunkel
County Engineer
Orange County
4200 South John Young Parkway
Orlando, Florida 32839

Subject: Petition to Vacate
Windermere Country Club
Parcel ID 01-23-27-1108-00-001 and 01-23-27-1117-00-001

Dear Mr. Kunkel

In response to comments received during the meeting with County staff on March 8, 2016, please find enclosed the follow revised items.

Please see the specific items below with regard to this request for a PTV:

1. Please see the attached sketch and legal description prepared by a registered land surveyor showing and describing the area included in the golf course. **(Attachment A)**.
2. Please see the attached Developer's Agreement **(Attachment B)**.
3. In support of the PTV, please see the attached "Memorandum re: Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space" **(Attachment C)**.
4. A legal notice will be published in a newspaper of general circulation in Orange County in not less than two (2) weekly issues of the paper **(Attachment D)**.
5. Please see the attached certificates showing that all state and county taxes have been paid on the subject property to be vacated **(Attachment E)**.
6. A notice of petition to vacate will be posted on the subject property in a conspicuous and easily visible location no later than ten (10) days prior to the public hearing on the petition. It is assumed that this notice will be available at the Orange County Public Works Division after the public hearing has been scheduled.

The undersign submits these items as grounds and reasons in support of this petition.

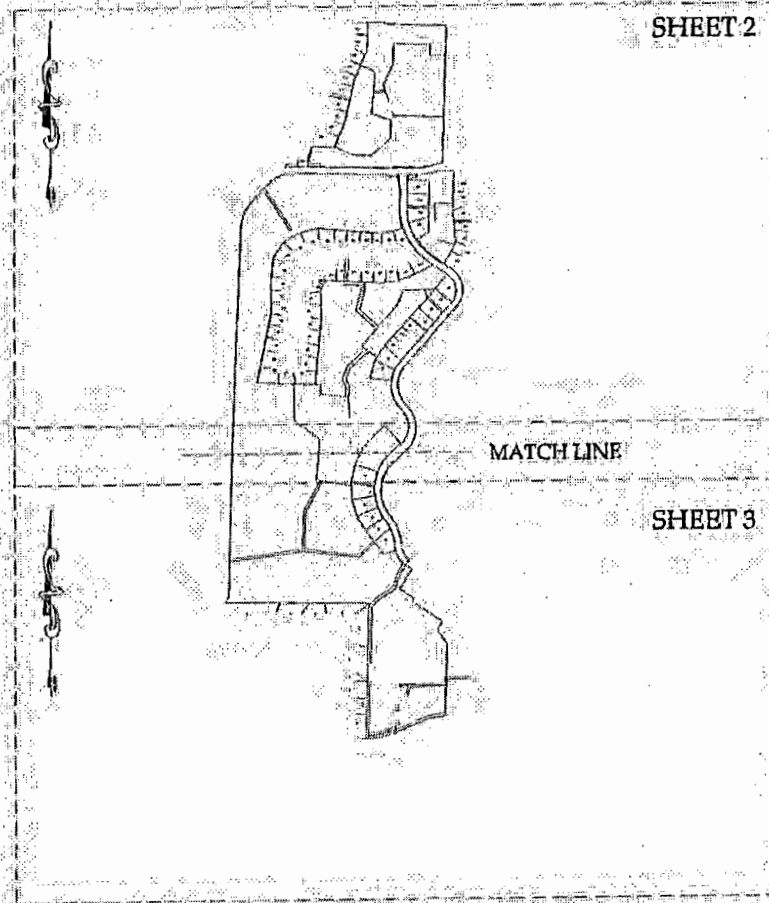
Sincerely,

Bryan DeGutha
Owner
Windermere Country Club

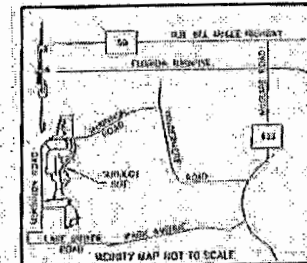
CC: Whitney Evers, Orange County Attorney's Office

Attachment 'A'

SHEET 1 OF 3

[illegible]

SHEET MAP
NOT TO SCALE

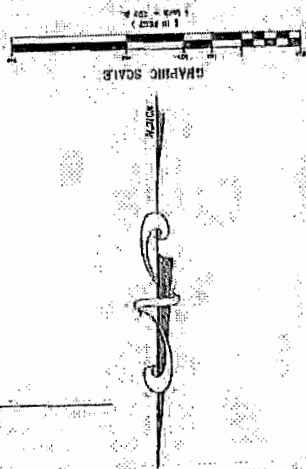


(LEAD DESCRIPTION) (SCHEDULE "A" OF THE RULES)

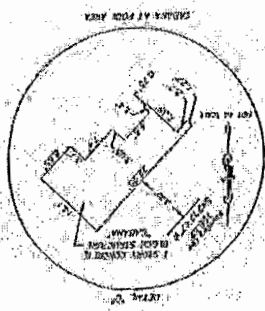
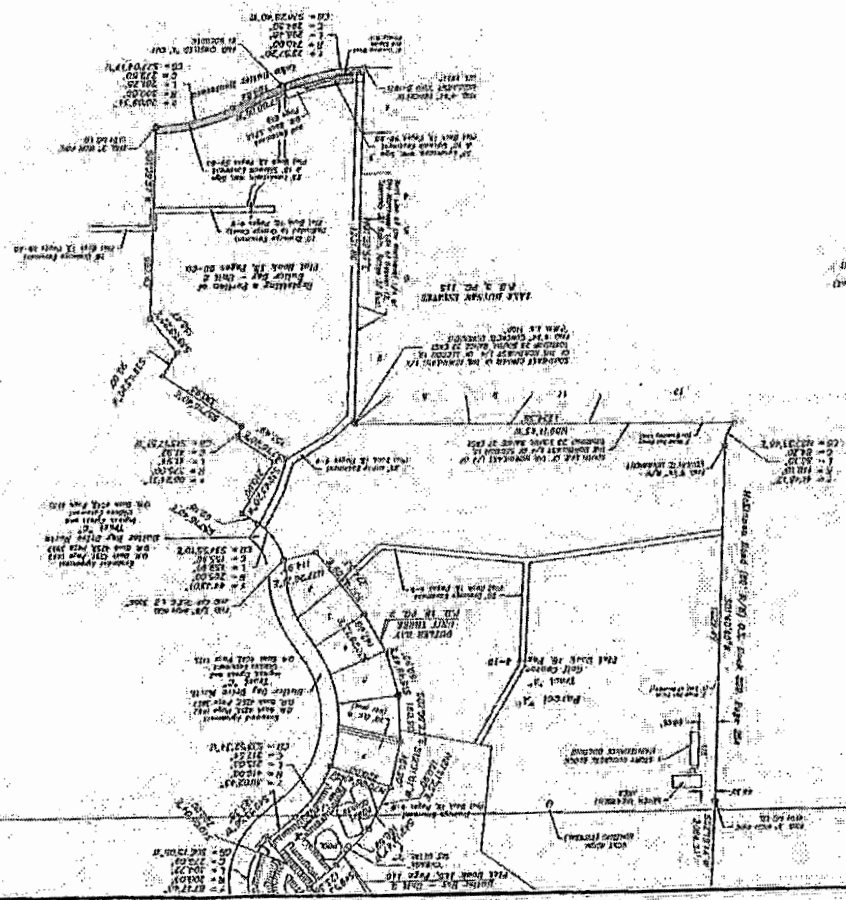
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APPROVED FOR RELEASE BY
FEDERAL BUREAU OF INVESTIGATION
DATE 2710 225 OCT 201

<p>Michael T. Rudd  ASSISTANT GENERAL COUNCIL MEMBER REGIONAL COUNCIL #100 1972-1973 1973-1974 1974-1975 1975-1976 1976-1977 1977-1978 1978-1979 1979-1980 1980-1981 1981-1982 1982-1983 1983-1984 1984-1985 1985-1986 1986-1987 1987-1988 1988-1989 1989-1990 1990-1991 1991-1992 1992-1993 1993-1994 1994-1995 1995-1996 1996-1997 1997-1998 1998-1999 1999-2000 2000-2001 2001-2002 2002-2003 2003-2004 2004-2005 2005-2006 2006-2007 2007-2008 2008-2009 2009-2010 2010-2011 2011-2012 2012-2013 2013-2014 2014-2015 2015-2016 2016-2017 2017-2018 2018-2019 2019-2020 2020-2021 2021-2022 2022-2023 2023-2024 2024-2025 2025-2026 2026-2027 2027-2028 2028-2029 2029-2030 2030-2031 2031-2032 2032-2033 2033-2034 2034-2035 2035-2036 2036-2037 2037-2038 2038-2039 2039-2040 2040-2041 2041-2042 2042-2043 2043-2044 2044-2045 2045-2046 2046-2047 2047-2048 2048-2049 2049-2050 2050-2051 2051-2052 2052-2053 2053-2054 2054-2055 2055-2056 2056-2057 2057-2058 2058-2059 2059-2060 2060-2061 2061-2062 2062-2063 2063-2064 2064-2065 2065-2066 2066-2067 2067-2068 2068-2069 2069-2070 2070-2071 2071-2072 2072-2073 2073-2074 2074-2075 2075-2076 2076-2077 2077-2078 2078-2079 2079-2080 2080-2081 2081-2082 2082-2083 2083-2084 2084-2085 2085-2086 2086-2087 2087-2088 2088-2089 2089-2090 2090-2091 2091-2092 2092-2093 2093-2094 2094-2095 2095-2096 2096-2097 2097-2098 2098-2099 2099-2100 2100-2101 2101-2102 2102-2103 2103-2104 2104-2105 2105-2106 2106-2107 2107-2108 2108-2109 2109-2110 2110-2111 2111-2112 2112-2113 2113-2114 2114-2115 2115-2116 2116-2117 2117-2118 2118-2119 2119-2120 2120-2121 2121-2122 2122-2123 2123-2124 2124-2125 2125-2126 2126-2127 2127-2128 2128-2129 2129-2130 2130-2131 2131-2132 2132-2133 2133-2134 2134-2135 2135-2136 2136-2137 2137-2138 2138-2139 2139-2140 2140-2141 2141-2142 2142-2143 2143-2144 2144-2145 2145-2146 2146-2147 2147-2148 2148-2149 2149-2150 2150-2151 2151-2152 2152-2153 2153-2154 2154-2155 2155-2156 2156-2157 2157-2158 2158-2159 2159-2160 2160-2161 2161-2162 2162-2163 2163-2164 2164-2165 2165-2166 2166-2167 2167-2168 2168-2169 2169-2170 2170-2171 2171-2172 2172-2173 2173-2174 2174-2175 2175-2176 2176-2177 2177-2178 2178-2179 2179-2180 2180-2181 2181-2182 2182-2183 2183-2184 2184-2185 2185-2186 2186-2187 2187-2188 2188-2189 2189-2190 2190-2191 2191-2192 2192-2193 2193-2194 2194-2195 2195-2196 2196-2197 2197-2198 2198-2199 2199-2200 2200-2201 2201-2202 2202-2203 2203-2204 2204-2205 2205-2206 2206-2207 2207-2208 2208-2209 2209-2210 2210-2211 2211-2212 2212-2213 2213-2214 2214-2215 2215-2216 2216-2217 2217-2218 2218-2219 2219-2220 2220-2221 2221-2222 2222-2223 2223-2224 2224-2225 2225-2226 2226-2227 2227-2228 2228-2229 2229-2230 2230-2231 2231-2232 2232-2233 2233-2234 2234-2235 2235-2236 2236-2237 2237-2238 2238-2239 2239-2240 2240-2241 2241-2242 2242-2243 2243-2244 2244-2245 2245-2246 2246-2247 2247-2248 2248-2249 2249-2250 2250-2251 2251-2252 2252-2253 2253-2254 2254-2255 2255-2256 2256-2257 2257-2258 2258-</p>
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SEE SHEET 2 OF 3

SHEET 3 OF 3

Michael T. Rudd
Professional Engineer
No. 12345
State of Florida

SKYWAY DEVELOPMENT

1/4 SECTION 13, T2P 21 S, R2E 27 E
ORANGE COUNTY, FLORIDA

NO.	DATE	DESCRIPTION
1	10/1/2023	PRELIMINARY
2	11/1/2023	REVISED
3	12/1/2023	REVISED
4	1/1/2024	REVISED
5	2/1/2024	REVISED
6	3/1/2024	REVISED
7	4/1/2024	REVISED
8	5/1/2024	REVISED
9	6/1/2024	REVISED
10	7/1/2024	REVISED
11	8/1/2024	REVISED
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Attachment 'B'

This Developer's Agreement, in addition to other conditions, terms and covenants below, also amends that certain Developer's Agreement adopted February 24, 1986 and recorded at OR Book 3757, Page 1536, Public Records of Orange County, Florida (the "Original Developer's Agreement"), by deleting and removing condition of Approval #12 as contained in Exhibit A of the Original Developer's Agreement.

DEVELOPER'S AGREEMENT

THIS AGREEMENT is made by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida ("Orange County") and WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, 2710 Butler Bay Drive North, Windermere, Florida 34786 ("Owner").

RECITALS:

1. Owner owns certain real property located in the unincorporated area of Orange County (the "Property") more particularly described in Exhibit "A" attached hereto, which is the 155± acre parcel listed as Tract A on the Butler Bay Unit 3 Plat, PB 18, Page 4 (the "Plat") as amended by A Replat of Lots 8, 9, 10 and Tract B Butler Bay – Unit 3 Plat, PB 25, Page 116.

2. Owner applied for a Petition to Vacate (i) Note No. 12 of the Plat ("Plat Note 12"), which Plat Note 12 dedicated the development rights to Tract A and platted conservation easements/areas, to Orange County and (ii) Vacate Note No. 13 ("Plat Note 13"), which Plat Note 13 dedicated access rights from Lot 101 and Tract A to McKinnon Road and Lake Butler Boulevard, to Orange County.

3. At the public hearing on November 18, 1985, the Board of County Commissioners of Orange County adopted certain conditions of approval for the Preliminary Subdivision Plan, which included the Property, based upon the Orange County Subdivision Regulations and based upon considerations relating to the area surrounding the Property, water bodies abutting the properties adjacent to the Property and other circumstances affecting the adjacent properties and the Property.

4. The conditions of approval adopted by Orange County assure compliance with the Orange County Subdivision Regulations and assure compatibility of development on the Property with surrounding development and with the surrounding environment.

5. Orange County memorialized the conditions of approval in a Developer's Agreement adopted February 24, 1986 and recorded at OR Book 3757, Page 1536, Public Records of Orange County, Florida (the "1986 Developer's Agreement") between Orange County and Windermere Lakes, Ltd. (the "Original Developer").

6. Condition of Approval #12 as contained in Exhibit A of the 1986 Developer's Agreement required the Original Developer to dedicate the development rights to Tract A and conservation areas, to Orange County.

7. The 1986 Developer's Agreement recognized that the Conditions of Approval control all future development in the Butler Bay Unit 3 Plat, including the Property, "unless said conditions of approval are amended or modified by Orange County".

8. Now, 30 years after the original 1986 Developer's Agreement, Owner is closing the golf course, ceasing utilization of the Property as a golf course, and desires to utilize the Property in a manner consistent with the FLU designation of R1 to 1 and the R-CE-C zoning regulations.

9. To accomplish redevelopment of the Property, Orange County, through its actions of November 19, 2015, has directed Owner to file a Petition to Vacate Plat Note 12.

10. To accomplish redevelopment of the Property, Owner has filed a Petition to also Vacate Plat Note 13.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions stated below, Orange County and Owner agree as follows:

1. Recitals. The foregoing recitals are true and form a material part of this Agreement.

2. Conditions of Approval. The following conditions of approval apply to the Property and shall control all future development of the Property as follows:

2.01 Acknowledgement of Petition to Vacate Plat Note .

Orange County acknowledges Petition to Vacate Plat Notes 2015-_____.

2.02 Release of Development Rights/Plat Note 12.

Condition of Approval #12 as contained in Exhibit A of the 1986 Developer's Agreement is deleted and removed from the 1986 Developer's Agreement, and is no longer applicable to the Property. The development rights to the Property are hereby released and reconveyed by Orange County to the Owner. Similarly, Orange County acknowledges and agrees that Plat Note 12 is deleted and removed from the Plat, and not applicable to the Property.

2.03 Limited Release of Access Rights/Plat Note 13.

Access rights from Tract A to McKinnon Road and Lake Butler Bay Boulevard which were dedicated to Orange County by Plat Note 13 as set

forth in Plat Book 18, Page 4 are acknowledged by Orange County as being released and reconveyed to Owner. Similarly, Orange County acknowledges and agrees that Plat Note 13 is deleted and removed from the Plat, and not applicable to the Property. The Owner and Orange County acknowledge and agree that upon any future replatting of the Property into lots, such plat shall reflect that those newly created lots shall not have direct access to McKinnon Road and Butler Bay Boulevard, but that the local road system within the Property shall be permitted to access McKinnon Road and Lake Butler Boulevard consistent with the Orange County Land Development Regulations. Notwithstanding the prior sentence, if a lot is platted on a parcel within the Property that does not create and contain a local road system, then such lot shall be granted direct access to McKinnon Road.

3. Recording. The parties hereto agree that an executed copy of this Agreement shall be recorded at the Owner's expense in the Official Records of Orange County, Florida, prior to platting all or any part of the Property.

4. Letter from Orange County. Upon written request from the Owner, Orange County, or any successor agency or entity, will execute a document (the form of which is reasonably satisfactory to Owner) which evidences the status of compliance by Owner with the conditions of approval contained herein. Said document shall be prepared in recordable form and shall be delivered to Owner within 10 days of receipt by Orange County of the request for same.

5. Recording Modifications to Conditions of Approval. Any modifications to the Conditions of Approval referenced in Paragraph 2 above shall be recorded in the Public Records of Orange County, Florida.

9. Effective Date. This Agreement takes effect on the later of the dates stated below.

ORANGE COUNTY, FLORIDA

By: _____
Mayor, Board of
County Commissioners

ATTEST: MARTHA HAYNIE,
Clerk to Board of County
Commissioners

DATE: _____

By: _____

WINDERMERE COUNTRY CLUB, LLC,
a Florida limited liability company

By: _____
Bryan DeCunha, Manager

DATE: _____

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Bryan DeCunha, as Manager of Windermere Country Club, LLC, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2016.

Notary Public
Printed Name:
My Commission Expires:

EXHIBIT "A"

Legal Description of the "Property", Windermere Country Club, LLC

Attachment 'C'

GRAY | ROBINSON
ATTORNEYS AT LAW


301 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690
gray-robinson.com

BOCA RATON
FORT LAUDERDALE
FORT MYERS
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKE LAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

407-244-5683

PAUL.CHIPOK@GRAY-ROBINSON.COM

MEMORANDUM

TO: Mayor Jacobs and Board of County Commissioners
FROM: Truong M. Nguyen 
DATE: March 28, 2016
SUBJECT: Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space

Petitioner, owners of a soon to be defunct former golf course, is requesting the Board approve a Petition to Vacate the Tract A portion of the Butler Bay Unit 3 Plat as amended. As the information in this Memorandum makes clear, Petitioner's request fully complies with all relevant County Code provisions and should be approved.

Windermere Country Club has filed a rezoning application, Application #RZ-10-038, to modify the Cluster Plan to 1) bring the 155 acres under the current standard of 1 unit per 1 acre and 2) change the 155 acres from golf course (a referenced use and not open space) to residential area to accommodate 95 lots. At the November 19, 2015 Planning and Zoning Commission meeting, the Planning and Zoning Commission continued the rezoning application to April 21, 2016 and directed Windermere Country Club to file a Petition to Vacate the 155 acre Tract A/golf course property and to modify the 1986 Developer's Agreement applicable to the Butler Bay, Unit 3 Plat¹.

The modification to the 1986 Developer's Agreement and Plat Conditions 12 (development rights) and 13 (access rights) are being addressed through a new Developer's Agreement and Petition to Vacate #16-_____.

BACKGROUND

The Butler Bay Cluster Plan, where the Tract A/Golf Course Property is located, received its zoning approval on February 21, 1985. There was no mention of conveyance of development

¹ Tab I

Mayor Jacobs and Board of County Commissioners
March 28, 2016
Page 2

rights from the Golf Course Property in this zoning approval.²

Language regarding dedication of the development rights to the Golf Course Property to Orange County first emerged during PSP review on November 18, 1985.³ That condition to convey development rights was included in the "1986 Developer's Agreement".⁴ When the Butler Bay Unit 3 Plat⁵, was approved, a Resolution Vacating and Annuling a portion of the Butler Bay Unit 2 Plat was approved at the same time.⁶ Further, when the Replat of Lots 8, 9, 10 and Tract B was approved on April 2, 1990⁷, a second Resolution Vacating and Annuling Plat was approved by the BOCC on the same day.⁸

GOLF COURSE PROPERTY IS NOT "COMMON OPEN SPACE", "COMMON AREA", OR "COMMON PRIVATE FACILITIES."

The Windermere Country Club golf course is privately held property and maintained by the Golf Course Property owner. It is not common open space. The County's ordinances and a review of the history of the County approvals associated with the Golf Course Property make this very clear.

Section 34-155(a)⁹ defines "open space" and states it may include private parks and recreation areas provided: (i) they have been designated as a tract on the plat, (ii) they are adequate for the intended purpose, (iii) assurance has been given by deed restriction or Covenants, Conditions and Restrictions ("CCRs") that the area will be maintained and (iv) the area must be identified on the plat as 'common areas' for owners of property within the subdivision. In this case, the Golf Course Property is not identified as 'common area' on the plat. There is no plat dedication of Golf Course Property to any other lot or property owners. The CCRs do not include the Golf Course Property nor provide for maintenance of the golf course. In fact, the "Property" as defined in Exhibit A to the CCRs is limited to Lots 1-123, PB 18, Pages 4-9 and notably does not include the Tract A/Golf Course Property. The CCR definition of "Common Area" requires that common area be owned by the "Association". Article XII of the CCRs is titled "Covenants and Restrictions Relating to Golf Course". Section 1 states "All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club". Section 3 creates a 10 foot easement in favor of the golf course across the

² See Minutes of February 21, 1985 Planning and Zoning Commission Meeting (Tab A) and Minutes of February 25, 1985 Board of County Commission Meeting (Tab B).

³ Attached Tab C

⁴ Development Agreement recorded at OR 3757/1536 (Tab D) and hereinafter "1986 Developer's Agreement."

⁵ PB 18/4 (Tab E)

⁶ See OR 3808/2058 (Tab F).

⁷ Replat of Lots 8, 9, 10 and Tract B, Butler Bay Unit 3, PB 25/116 (Tab G).

⁸ See OR 4173/3662 (Tab H)

⁹ Tab J

Mayor Jacobs and Board of County Commissioners
March 28, 2016
Page 3

rear of each lot adjacent to the golf course. The easement prohibits fences, walls or shrub planting. See OR Book 3808, Page 1478 (Tab K). The plat note 12 and 13 on PB 18, Page 4, which are applicable to the golf course are between the Golf Course Property owner and the County, the subdivision owners are not parties to those plat note restrictions. Clearly, there is no dedication or identification on the plat that the Tract A/Golf Course Property is common area for the owners of property within the subdivision. Further, the subdivision lot developer and their successors, the individual lot owners, were on notice through the CCRs that the golf course was not common area or common open space for the benefit of the lot owners. Rather, the lot owners acknowledge through the CCRs the existence of a private golf course for the use and enjoyment of the members of the private golf club. There is no documented expectation that the lot owners have any legal or equitable interest in the Tract A/Golf Course Property.

The 1986 Developer's Agreement (Tab D) approved by the Board of County Commissioners on February 26, 1986 incorporated the November 18, 1985 Preliminary Subdivision Plan conditions of approval (Tab C). That 1986 Developer's Agreement recognizes that the conditions shall control all future development of the property "(unless said conditions of approval are amended or modified by Orange County)".

The 1986 Developer's Agreement, Condition 5, provides: "The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities." The "Developer's Agreement - Common Private Facilities" was approved by the Board of County Commissioners on July 21, 1986¹⁰. That Development Agreement was executed by "Windermere Lakes, Ltd." who was not the owner of the Golf Course Property. Further, the "Property" subject to that Developer's Agreement is Lots 1-123 of "Butler Bay Unit 3" not the Tract A/ Golf Course Property. The Tract A/Golf Course Property by the terms of that 1986 Developer's Agreement is not "common private facilities."

In regards to open space, the Tract A/Golf Course Property is zoned R-CE-C. Section 38-556¹¹, requires 40% of each lot to be pervious surface. Section 38-557¹², Common Open Space, Subsection (a) refers to Chapter 24 for open space regulations. Section 24-29(e)¹³ provides, that for residential cluster districts, when the density is less than or equal to 1 unit per acre, there is no common open space required. Section 24-26¹⁴, Definitions, states "Common Open Space" shall mean a type of open space designed and intended for the use or enjoyment of occupants of a project. That Section also defines "Residential Private Open Space" to include front, rear and side yards excluding parcel driveways and structures. Both common open space and residential private open space are included as part of the definition of "Open Space."

¹⁰ Tab L. Recorded at OR Book 3808, Page 1466.

¹¹ Tab M.

¹² Tab N.

¹³ Tab O.

¹⁴ Tab P.

Mayor Jacobs and Board of County Commissioners

March 28, 2016

Page 4

Section 24-27¹⁵, Legislative findings, at Subsection (e) states:

"Consistency in the definition of open space and the provisions for open space are necessary to balance between private property rights and the protection of the public health, safety and welfare."

Section 24-28¹⁶, Applicability, provides, in part, that the open space standards are minimum standards, "however, an applicant may provide a greater percentage of open space but a greater percentage of open space will not be required by the county." Section 24-30¹⁷, Open Space Design Guidelines, subsection (e), Ownership and Maintenance, states common open space areas shall be the responsibility of a property owners' association or a mandatory homeowner's association. In Butler Bay Unit 3, this responsibility is addressed through the July 21, 1986 "Developer's Agreement - Common Private Facilities" (Tab L), which does not include the Tract A/Golf Course Property.

Notwithstanding the foregoing, in 1985 the standard for common open space was 25%. Attached as Tab T is a chart prepared by Poulos and Bennett making clear that the owners' proposed revision to Tract A/Golf Course Property within the Cluster Plan retains total Butler Bay Cluster Plan gross common open space at 25%.

Notwithstanding the foregoing, the 1985 approved Cluster Plan (Tab A) does not define the term "Gross Open Space". As defined by the Orange County Code, "Open Space" includes "Residential Private Open Space" and "Common Open Space". In the 1985 Cluster Plan, reference is made to having 38% "Gross Open Space" within the Butler Bay Cluster Plan. Attached as Tab U is a chart prepared by Poulos and Bennett which establishes that the total Butler Bay Cluster Plan open space (calculated utilizing both common open space and residential open space) after redevelopment of Tract A to 95 lots will be 45.3% of the total area. For just the 155 acres within Tract A after redevelopment to 95 lots the open space will be 60.6%.

CONCLUSION

Under the current Orange County Code there is no common open space requirements for an R-CE-C project when density is less than or equal to 1 unit per acre. The County, by releasing the development rights for 95 units back to the Tract A/Golf Course Property, maintains an overall density within the Butler Bay Cluster Plan of 1 unit per one acre in full compliance with County Code.

¹⁵ Tab Q.

¹⁶ Tab R.

¹⁷ Tab S.

Mayor Jacobs and Board of County Commissioners
March 28, 2016
Page 5

Even if the old standard of 25% common open space was applied to the request for 95 units on the Golf Course Property, the overall common open space within the Butler Bay Cluster Plan will remain at 25% common open space, also fully compliant with the County Code.

In the event that the 38% "gross open space" as listed in the original 1985 Butler Bay Cluster Plan is interpreted to apply to the current cluster plan modification request, the resulting modified Butler Bay Cluster Plan, with 95 units assigned to the Tract A/Golf Course Property, will exceed the 38% gross open space, also fully compliant with the County Code.

This memorandum establishes that the release of the development rights back to the Tract A/Golf Course Property owner through the vacation of the plat as applicable to Tract A/Golf Course Property can be accomplished in compliance with the open space standards.

Attachment 'D'

Notice of Plat Vacation

Notice is hereby given that Windermere Country Club, LLC, a Florida limited liability company, with an address of 2710 Butler Bay Drive, N., Windermere, Florida 34786, the owner of (i) 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 and (ii) 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, intends to vacate the Plat Notes 12 and 13 from said plat.

Attachment 'E'

Orange County Tax Collector Scott Randolph
Independently elected to serve only you.

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Effective January 1, 2015 The Orange County Tax Collector's office will begin serving only Orange County residents due to volume and budgetary constraints. Please refer to your county's Tax Collector for locations.



Property Tax Search

The Orange County Tax Collector makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. Utilization of the search facility indicates understanding and acceptance of this statement by the user. This Site Should not be relied upon for a title search.

Property Appraiser Details

Parcel/Tangible Number: 01-23-27-1108-00001 Owner & Address:
Date: 1/29/2016 WINDERMERE COUNTRY CLUB LLC
Tax Year: 2015 2710 BUTLER BAY DR N
Total Assessed Value: \$1,998,019 WINDERMERE, FL 34786-6110
Taxable Value: \$1,998,019 Legal Description: BUTLER BAY UNIT 3 18/4 TRACT A
Gross Tax Amount: \$35,331.78 Location Address: 2710 BUTLER BAY DR 34786
Millage Code: 75 ORG
Comments:

Current Taxes and Unpaid Delinquent Warrants:

Year	Owner Information	Amount Due	Download Taxbill	Make Payment
2015	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2014	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2013	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2012	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2010	SPE GO HOLDINGS INC	* PAID (View Taxbill For Receipt) *	Taxbill	
2009	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2008	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2007	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2006	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	

Unpaid Real Estate Certificates:

Year	Current Payoff	If Paid By	Current Payoff	If Paid By	Make Payment
* NONE *	* NONE *	* NONE *	* NONE *	* NONE *	* NONE *

Other Real Estate Certificates:

Year	Face Value	Certificate Number	Status	Amount Paid
2011	\$48,511.53	2012-0001462.000	Paid	\$50,943.36

* UNPAID DELINQUENT TAXES MUST BE PAID BY A CASHIERS CHECK, MONEY ORDER, OR CERTIFIED FUNDS AND ARE DUE BY THE LAST BUSINESS DAY OF THE MONTH.

IMG **Scott Randolph, Tax Collector** 2015 REAL ESTATE
ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER: 0025397-1 ESCROW CODE: 0 MILLAGE CODE: 75 ORG

TAX MONTH	Nov/2015	Feb/2016	01-23-27-1108-00001
	Dec/2015	MARCH GROSS TAX	BUTLER BAY UNIT 3 18/4 TRACT A
	Jan/2016	INTEREST/ADV	
SITUS ADDRESS	2710 BUTLER BAY DR 34786		



WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

PAID 0099-01272633 \$33,918.51 11/25/2015

PO Box 545100
Orlando FL 32854-5100

To pay by credit card, call 1-855-414-9014 or visit www.octaxcol.com. A fee will be charged by Point and Pay for this service.

Or to mail in your payment, return the top portion of your bill with your check.

Make checks payable to Scott Randolph, Tax Collector • PO Box 545100 • Orlando FL 32854-5100

Scott Randolph, Tax Collector RETAIN FOR YOUR RECORDS 2015 REAL ESTATE

WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

01-23-27-1108-00001
BUTLER BAY UNIT 3 18/4 TRACT A

SITUS ADDRESS 2710 BUTLER BAY DR 34786

Receipt will be mailed upon request.

AD VALOREM TAXES

TAX AUTHORITY	ASSESSED VALUE	EXEMPT VALUE	TAXABLE VALUE	MILLAGE*	TAX LEVIED
STATE SCHOOL	1,998,019	0	1,998,019	4.9700	\$9,930.15
LOCAL SCHOOL	1,998,019	0	1,998,019	3.2480	\$6,489.57
GEN COUNTY	1,998,019	0	1,998,019	4.4347	\$8,860.61
CNTY FIRE	1,998,019	0	1,998,019	2.2437	\$4,482.96
UTD	1,998,019	0	1,998,019	1.8043	\$3,605.03
LIBRARY	1,998,019	0	1,998,019	.3748	\$748.86
SFWM	1,998,019	0	1,998,019	.3551	\$709.50
WIND CANAL	1,998,019	0	1,998,019	.2528	\$505.10

TOTAL MILLAGE*: 17.6834

*DOLLARS PER \$1,000 OF TAXABLE VALUE

AD VALOREM TOTAL: \$35,331.78

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY

AMOUNT

NON-AD VALOREM TOTAL: \$0.00

TOTAL TAXES AND ASSESSMENTS: \$35,331.78

ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	MILLAGE CODE	ASSESSED VALUE	EXEMPTIONS	L.I.S. EXEMPTION	TAXABLE VALUE
0025397-1	75 ORG	1,998,019	0		1,998,019
Nov/2015	Dec/2015	Jan/2016	Feb/2016	MARCH GROSS TAX	INTEREST/ADV
					ESCROW CODE 0

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[REQUIRED DOCUMENTS FOR TRANSACTIONS](#) [MANAGER WAITTIME VIEW](#) [AWARD NOTICE](#)

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Property Appraiser Details

Parcel/Tangible Number: 01-23-27-1117-00001 Owner & Address:
Date: 1/29/2016 WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
Tax Year: 2015 WINDERMERE, FL 34786-6110
Total Assessed Value: \$211,430 Legal Description: A REPLAT OF LOTS 8 9 10 & TRACT B BUTLER BAY UNIT 3 25/116 TRACT A
Taxable Value: \$211,430 Location Address: 2730 BUTLER BAY DR 34786
Gross Tax Amount: \$3,738.80
Millage Code: 75 ORG
Comments:

Current Taxes and Unpaid Delinquent Warrants:

Year	Owner Information	Amount Due	Download Taxbill	Make Payment
2015	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2014	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2013	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2012	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2010	SPE GO HOLDINGS INC	* PAID (View Taxbill For Receipt) *	Taxbill	
2009	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2008	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2007	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2006	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	

Unpaid Real Estate Certificates:

Year	Current Payoff	If Paid By	Current Payoff	If Paid By	Make Payment
* NONE *	* NONE *	* NONE *	* NONE *	* NONE *	* NONE *

Other Real Estate Certificates:

Year	Face Value	Certificate Number	Status	Amount Paid
2011	\$6,521.90	2012-0001466.000	Paid	\$6,854.25

* UNPAID DELINQUENT TAXES MUST BE PAID BY A CASHIERS CHECK, MONEY ORDER, OR CERTIFIED FUNDS AND ARE DUE BY THE LAST BUSINESS DAY OF THE MONTH.

IMG **Scott Randolph, Tax Collector** 2015 REAL ESTATE
ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER 0025518-2	ESCROW CODE 0	MILLAGE CODE 75 ORG
-----------------------------	------------------	------------------------

TAX MONTH	Nov/2015	Feb/2016	01-23-27-1117-00001
	Dec/2015	MARCH GROSS TAX	A REPLAT OF LOTS 8 9 10 & TRACT
	Jan/2016	INTEREST/ADV	B BUTLER BAY UNIT 3 25/116 TRACT
			A
SITUS ADDRESS	2730 BUTLER BAY DR 34786		



WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

PAID 0099-01272634 \$3,589.25 11/25/2015

PO Box 545100
Orlando FL 32854-5100

To pay by credit card, call 1-855-414-9014 or visit www.octaxcol.com. A fee will be charged by Point and Pay for this service.

Or to mail in your payment, return the top portion of your bill with your check.

Make checks payable to Scott Randolph, Tax Collector • PO Box 545100 • Orlando FL 32854-5100

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WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

01-23-27-1117-00001
A REPLAT OF LOTS 8.9 10 & TRACT B BUTLER
BAY UNIT 3 25/116 TRACT A

SITUS ADDRESS 2730 BUTLER BAY DR 34786

Receipt will be mailed upon request.

AD VALOREM TAXES

TAX AUTHORITY	ASSESSED VALUE	EXEMPT VALUE	TAXABLE VALUE	MILLAGE*	TAX LEVIED
STATE SCHOOL	211,430	0	211,430	4.9700	\$1,050.81
LOCAL SCHOOL	211,430	0	211,430	3.2480	\$686.72
GEN COUNTY	211,430	0	211,430	4.4347	\$937.63
CNTY FIRE	211,430	0	211,430	2.2437	\$474.39
UTD	211,430	0	211,430	1.8043	\$381.48
LIBRARY	211,430	0	211,430	.3748	\$79.24
SPWM	211,430	0	211,430	.3551	\$75.08
WIND CANAL	211,430	0	211,430	.2528	\$53.45

TOTAL MILLAGE*: 17.6834	*DOLLARS PER \$1,000 OF TAXABLE VALUE	AD VALOREM TOTAL: \$3,738.80
-------------------------	---------------------------------------	------------------------------

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY AMOUNT

NON-AD VALOREM TOTAL: \$0.00

TOTAL TAXES AND ASSESSMENTS: \$3,738.80

ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER 0025518-2	MILLAGE CODE 75 ORG	ASSESSED VALUE 211,430	EXEMPTIONS 0	L.I.S. EXEMPTION	TAXABLE VALUE 211,430	
Nov/2015	Dec/2015	Jan/2016	Feb/2016	MARCH GROSS TAX	INTEREST/ADV	ESCROW CODE 0

LETTER OF TRANSMITTAL

RECEIVED

MAR 29 2015


Orange County Attorney's Office
JDP

To: Whitney Evers
Orange County Attorney's Office
201 S. Rosalind Avenue - 3rd Floor
Orlando, Florida 32801

Date: 03/29/16

Re: Windermere Country Club - Petition
to Vacate Plat

Project No.: 15-101

The documents below are being sent via: 

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input checked="" type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input type="checkbox"/> Other |

Quantities	Dated	Description
1		Petition to Vacate Plat - Response Documents

These are transmitted as checked below:

- | | | | |
|---------------------------------------|--|--|--|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks: Please find attached for your review. 7 copies of this document along with the CD PDF files has been provided to Joe Kunkel at OCPW for review and processing.

Thank you!

Copies to: FILE

SIGNED

Jamie T. Poulos, PE
Partner

POULOS & BENNETT



RECEIVED

JUN 27 2016

Orange County Attorney's Office
2016

June 21, 2016

Mr. Francisco Villar
Orange County Development Engineering Division
4200 South John Young Parkway
Orlando, Florida 32839

Subject: Windermere Country Club
Petition to Vacate
Parcel ID 01-23-27-1108-00-001 and 01-23-27-1117-00-001

Dear Mr. Villar:

In response to comments received during the meeting with County staff on June 16, 2016, please find enclosed three (3) hard copies and one (1) digital copy on CD of the following items:

1. Please see the attached copy of the existing plat for Butler Bay – Unit Three as well as a copy of the existing Replat of Lots 8,9,10, and Tract B, Butler Bay Unit Three. In addition please see the copy of the plat notes as requested.
2. In support of the PTV, please see the attached "Memorandum re: Support of Windermere Country Club Petition to Vacate: Property Referenced as Golf Course, Not Common Open Space" (Attachment B)
3. A legal notice will be published in a newspaper of general circulation in Orange County in not less than two (2) weekly issues of the paper (Attachment C).
4. Please see the attached certificates showing that all state and county taxes have been paid on the subject property to be vacated. (Attachment D).
5. A notice of petition to vacate will be posted on the subject property in a conspicuous and easily visible location no later than ten (10) days prior to the public hearing on the petition. It is assumed that this notice will be available at the Orange County Public Works division after the public hearing has been scheduled.

The undersigned submits these items as grounds and reasons in support of this petition.

Sincerely,

Bryan DeCunha
Owner
Windermere Country Club

cc: Whitney Evers, Orange County Attorney's Office (w/o attachments)
Joe Kunkel, Orange County Engineer
Matt Kalus, Development Engineering Division

GRAY ROBINSON
ATTORNEYS AT LAW


301 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690
gray-robinson.com

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MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

407-244-5683

PAUL.CHIFOK@GRAY-ROBINSON.COM

MEMORANDUM

TO: Mayor Jacobs and Board of County Commissioners
FROM: Truong M. Nguyen 
DATE: March 28, 2016
SUBJECT: Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space

Petitioner, owners of a soon to be defunct former golf course, is requesting the Board approve a Petition to Vacate the Tract A portion of the Butler Bay Unit 3 Plat as amended. As the information in this Memorandum makes clear, Petitioner's request fully complies with all relevant County Code provisions and should be approved.

Windermere Country Club has filed a rezoning application, Application #RZ-10-038, to modify the Cluster Plan to 1) bring the 155 acres under the current standard of 1 unit per 1 acre and 2) change the 155 acres from golf course (a referenced use and not open space) to residential area to accommodate 95 lots. At the November 19, 2015 Planning and Zoning Commission meeting, the Planning and Zoning Commission continued the rezoning application to April 21, 2016 and directed Windermere Country Club to file a Petition to Vacate the 155 acre Tract A/golf course property and to modify the 1986 Developer's Agreement applicable to the Butler Bay, Unit 3 Plat¹.

The modification to the 1986 Developer's Agreement and Plat Conditions 12 (development rights) and 13 (access rights) are being addressed through a new Developer's Agreement and Petition to Vacate #16-_____.

BACKGROUND

The Butler Bay Cluster Plan, where the Tract A/Golf Course Property is located, received its zoning approval on February 21, 1985. There was no mention of conveyance of development

¹ Tab I

Mayor Jacobs and Board of County Commissioners

March 28, 2016

Page 2

rights from the Golf Course Property in this zoning approval.²

Language regarding dedication of the development rights to the Golf Course Property to Orange County first emerged during PSP review on November 18, 1985.³ That condition to convey development rights was included in the "1986 Developer's Agreement".⁴ When the Butler Bay Unit 3 Plat⁵, was approved, a Resolution Vacating and Annuling a portion of the Butler Bay Unit 2 Plat was approved at the same time.⁶ Further, when the Replat of Lots 8, 9, 10 and Tract B was approved on April 2, 1990⁷, a second Resolution Vacating and Annuling Plat was approved by the BOCC on the same day.⁸

GOLF COURSE PROPERTY IS NOT "COMMON OPEN SPACE", "COMMON AREA", OR "COMMON PRIVATE FACILITIES."

The Windermere Country Club golf course is privately held property and maintained by the Golf Course Property owner. It is not common open space. The County's ordinances and a review of the history of the County approvals associated with the Golf Course Property make this very clear.

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² See Minutes of February 21, 1985 Planning and Zoning Commission Meeting (Tab A) and Minutes of February 25, 1985 Board of County Commission Meeting (Tab B).

³ Attached Tab C

⁴ Development Agreement recorded at OR 3757/1536 (Tab D) and hereinafter "1986 Developer's Agreement."

⁵ PB 18/4 (Tab E)

⁶ See OR 3808/2058 (Tab F).

⁷ Replat of Lots 8, 9, 10 and Tract B, Butler Bay Unit 3, PB 25/116 (Tab G).

⁸ See OR 4173/3662 (Tab H)

⁹ Tab J

Mayor Jacobs and Board of County Commissioners
March 28, 2016
Page 3

rear of each lot adjacent to the golf course. The easement prohibits fences, walls or shrub planting. See OR Book 3808, Page 1478 (Tab K). The plat note 12 and 13 on PB 18, Page 4, which are applicable to the golf course are between the Golf Course Property owner and the County, the subdivision owners are not parties to those plat note restrictions. Clearly, there is no dedication or identification on the plat that the Tract A/Golf Course Property is common area for the owners of property within the subdivision. Further, the subdivision lot developer and their successors, the individual lot owners, were on notice through the CCRs that the golf course was not common area or common open space for the benefit of the lot owners. Rather, the lot owners acknowledge through the CCRs the existence of a private golf course for the use and enjoyment of the members of the private golf club. There is no documented expectation that the lot owners have any legal or equitable interest in the Tract A/Golf Course Property.

The 1986 Developer's Agreement (Tab D) approved by the Board of County Commissioners on February 26, 1986 incorporated the November 18, 1985 Preliminary Subdivision Plan conditions of approval (Tab C). That 1986 Developer's Agreement recognizes that the conditions shall control all future development of the property "(unless said conditions of approval are amended or modified by Orange County)".

The 1986 Developer's Agreement, Condition 5, provides: "The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities." The "Developer's Agreement - Common Private Facilities" was approved by the Board of County Commissioners on July 21, 1986¹⁰. That Development Agreement was executed by "Windermere Lakes, Ltd." who was not the owner of the Golf Course Property. Further, the "Property" subject to that Developer's Agreement is Lots 1-123 of "Butler Bay Unit 3" not the Tract A/ Golf Course Property. The Tract A/Golf Course Property by the terms of that 1986 Developer's Agreement is not "common private facilities."

In regards to open space, the Tract A/Golf Course Property is zoned R-CE-C. Section 38-556¹¹, requires 40% of each lot to be pervious surface. Section 38-557¹², Common Open Space, Subsection (a) refers to Chapter 24 for open space regulations. Section 24-29(e)¹³ provides, that for residential cluster districts, when the density is less than or equal to 1 unit per acre, there is no common open space required. Section 24-26¹⁴, Definitions, states "Common Open Space" shall mean a type of open space designed and intended for the use or enjoyment of occupants of a project. That Section also defines "Residential Private Open Space" to include front, rear and side yards excluding parcel driveways and structures. Both common open space and residential private open space are included as part of the definition of "Open Space."

¹⁰ Tab L. Recorded at OR Book 3808, Page 1466.

¹¹ Tab M.

¹² Tab N.

¹³ Tab O.

¹⁴ Tab P.

Mayor Jacobs and Board of County Commissioners

March 28, 2016

Page 4

Section 24-27¹⁵, Legislative findings, at Subsection (e) states:

"Consistency in the definition of open space and the provisions for open space are necessary to balance between private property rights and the protection of the public health, safety and welfare."

Section 24-28¹⁶, Applicability, provides, in part, that the open space standards are minimum standards, "however, an applicant may provide a greater percentage of open space but a greater percentage of open space will not be required by the county." Section 24-30¹⁷, Open Space Design Guidelines, subsection (e), Ownership and Maintenance, states common open space areas shall be the responsibility of a property owners' association or a mandatory homeowner's association. In Butler Bay Unit 3, this responsibility is addressed through the July 21, 1986 "Developer's Agreement - Common Private Facilities" (Tab L), which does not include the Tract A/Golf Course Property.

Notwithstanding the foregoing, in 1985 the standard for common open space was 25%. Attached as Tab T is a chart prepared by Poulos and Bennett making clear that the owners' proposed revision to Tract A/Golf Course Property within the Cluster Plan retains total Butler Bay Cluster Plan gross common open space at 25%.

Notwithstanding the foregoing, the 1985 approved Cluster Plan (Tab A) does not define the term "Gross Open Space". As defined by the Orange County Code, "Open Space" includes "Residential Private Open Space" and "Common Open Space". In the 1985 Cluster Plan, reference is made to having 38% "Gross Open Space" within the Butler Bay Cluster Plan. Attached as Tab U is a chart prepared by Poulos and Bennett which establishes that the total Butler Bay Cluster Plan open space (calculated utilizing both common open space and residential open space) after redevelopment of Tract A to 95 lots will be 45.3% of the total area. For just the 155 acres within Tract A after redevelopment to 95 lots the open space will be 60.6%.

CONCLUSION

Under the current Orange County Code there is no common open space requirements for an R-CE-C project when density is less than or equal to 1 unit per acre. The County, by releasing the development rights for 95 units back to the Tract A/Golf Course Property, maintains an overall density within the Butler Bay Cluster Plan of 1 unit per one acre in full compliance with County Code.

¹⁵ Tab Q

¹⁶ Tab R.

¹⁷ Tab S.

Mayor Jacobs and Board of County Commissioners

March 28, 2016

Page 5

Even if the old standard of 25% common open space was applied to the request for 95 units on the Golf Course Property, the overall common open space within the Butler Bay Cluster Plan will remain at 25% common open space, also fully compliant with the County Code.

In the event that the 38% "gross open space" as listed in the original 1985 Butler Bay Cluster Plan is interpreted to apply to the current cluster plan modification request, the resulting modified Butler Bay Cluster Plan, with 95 units assigned to the Tract A/Golf Course Property, will exceed the 38% gross open space, also fully compliant with the County Code.

This memorandum establishes that the release of the development rights back to the Tract A/Golf Course Property owner through the vacation of the plat as applicable to Tract A/Golf Course Property can be accomplished in compliance with the open space standards.

Lots. A written copy of the proposed amendment shall be furnished to each Owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain a time and place of said meeting. The recorded Amendment shall contain a recitation that sufficient notice was given as above set forth, said recitation shall be conclusive as to all parties, and all parties of any nature whatever shall have the right to rely solely upon said recitation in such recorded amendment. Provided, however, so long as the Declarant shall own any Lots in the Properties, all such proposed amendments shall require Declarant's consent.

ARTICLE XII.

COVENANTS AND RESTRICTIONS RELATING TO GOLF COURSE

Section 1. All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club.

Section 2. All Lot owners shall extend to all golfers lawfully using the Windermere Country Club Golf Course the courtesy of allowing such golfers to retrieve any errant golf balls which are on said lots, provided such golf balls can be recovered without damaging the Lot in general. The above right shall apply to the entire Lot until the AHB has approved plans and specifications for construction of a residence on the Lot, after which golfers shall be limited to the easement used for a buffer zone as stated in Section 3 below.

Section 3. An easement 10 feet in width is reserved over the rear of each Lot located adjacent to the golf course now known as Windermere Country Club is hereby retained and reserved for the purpose of maintaining a natural buffer area between golf and residential uses. No fence, wall, hedge or shrub planting which would obstruct access to the easement area shall be placed or permitted to remain on lots. The Association may grant permission to Newcourse Development Inc. "Newcourse", or its successors and assigns, to make selected plantings of trees and other vegetation within the easement area, at Newcourse's expense, in order to establish and maintain a buffered relationship between golf and residential uses. The Association and Newcourse agree to provide any Lot owner with a description of the work to be done at least 20 days in advance of the actual work so the mutual interests and desires of the Lot owner and Newcourse may be properly coordinated. Any landscaping placed on or in the easement area by Newcourse shall be maintained at the expense of Newcourse.

Section 4. The Association reserve the right to grant to Newcourse such easements over the Common Areas or the roads in Butler Bay Unit Three which easements are reasonably necessary to enable golf carts and golfers to cross from one hole to the next or from the golf course to the Windermere Country Club Clubhouse.

ARTICLE XIII.

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of the Properties.

RECEIVED

JUN 27 2016

LETTER OF TRANSMITTAL

To: Whitney Evers
Orange County Attorney's Office
201 S. Rosalind Avenue - 3rd Floor
Orlando, Florida 32801

Date: 06/27/16

Orange County Attorney's Office
201 S.

Re: Windermere Country Club - Petition
to Vacate Plat

Project No.: 15-101

The documents below are being sent via: Express

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input checked="" type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input type="checkbox"/> Other |

Quantities	Dated	Description
1		Petition to Vacate Plat - Response Letter Copy
1		CD - PDF Attachments

These are transmitted as checked below:

- | | | | |
|---------------------------------------|--|--|--|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks: Please find attached 1 response letter with the CD PDF files as provided to Francisco Villar.

Thank you!

Copies to: FILE

SIGNED

Jamie T. Poulos, PE
Partner

POULOS & BENNETT



Interoffice Memorandum

Date: September 1, 2016

TO: Katie Smith, Deputy Clerk, Comptroller Clerk's Office

THRU: Cheryl Gillespie, Agenda Development Supervisor
Agenda Development Office, BCC

FROM: Diana M. Almodovar, P.E., Manager, Development Engineering Division

THRU: Francisco J. Villar, P.E., Engineer III
Development Engineering Division, Public Works Department
Telephone: 407-836-7921
E-mail address: francisco.villar@ocfl.net

RE: Request for Public Hearing for the Windermere Country Club Plat Vacation
Bryan DeCunha on behalf of Windermere Country Club, LLC

Applicant: Bryan DeCunha
Windermere Country Club, LLC
2710 Butler Bay Drive North
Windermere, FL 24786

Location: S01/T23/R27 Petition to vacate the development and access rights of Tract A (Golf Course) of the Butler Bay – Unit Three development dedicated to Orange County per the plat of Butler Bay – Unit Three, as recorded in Plat Book 18, Page 4, of the Public Records of Orange County, Florida. The parcel ID number is 01-23-27-1108-00-001. The parcel address is 2710 Butler Bay Drive North and it lies in District 1.

Estimated time required for public hearing: Two (2) minutes.

Hearing controversial: Yes.

Advertising timeframes: Publish the petition, the Clerk's estimated hearing date, time and place at least 14 days prior to the date set for the public hearing. Publish the notice of adoption within 30 days of the hearing date.

October 18, 2016
@ 2pm

**Request for Public Hearing for the Windermere Country Club Plat Vacation
Bryan DeCunha on behalf of Windermere Country Club, LLC**

Applicant/Abutters to

Be notified:

Yes – Mailing labels sent via e-mail to the Clerk's office.

Hearing by Fla. Statute

or code:

Pursuant to Section 177.101 of the Florida Statutes.

Spanish contact person:

Para mas información referente a esta vista pública, favor de comunicarse con la División de Ingeniería de Desarrollos (Development Engineering Division) al número 407-836-7921.

Materials being submitted as backup for public hearing request:

1. Memo from the property owner's attorney requesting the plat vacation
2. Receipt of payment of petition fees
3. Mailing labels (sent via e-mail to the Clerk's office)

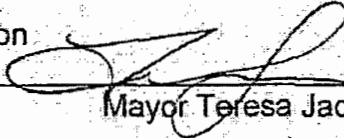
SPECIAL INSTRUCTIONS TO CLERK (IF ANY):

1. Please notify Francisco Villar of the scheduled date and time. The Development Engineering Division will notify the customer.

**PUBLIC WORKS DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION
REQUEST FOR COUNTY MAYOR'S APPROVAL
August 5, 2016**

Request authorization to schedule a Public Hearing for the Windermere Country Club Plat Vacation. This is a request from Windermere Country Club, LLC to vacate the development and access rights to Tract A dedicated to Orange County per the plat of Butler Bay – Unit 3, as recorded in Plat Book 18, Page 4, of the Public Records of Orange County, Florida. Property lies in District 1.

Requested Action
Approved by

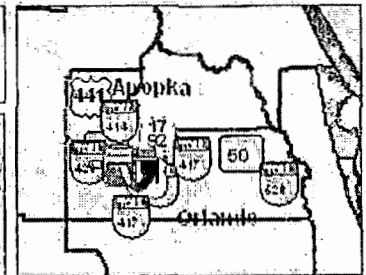
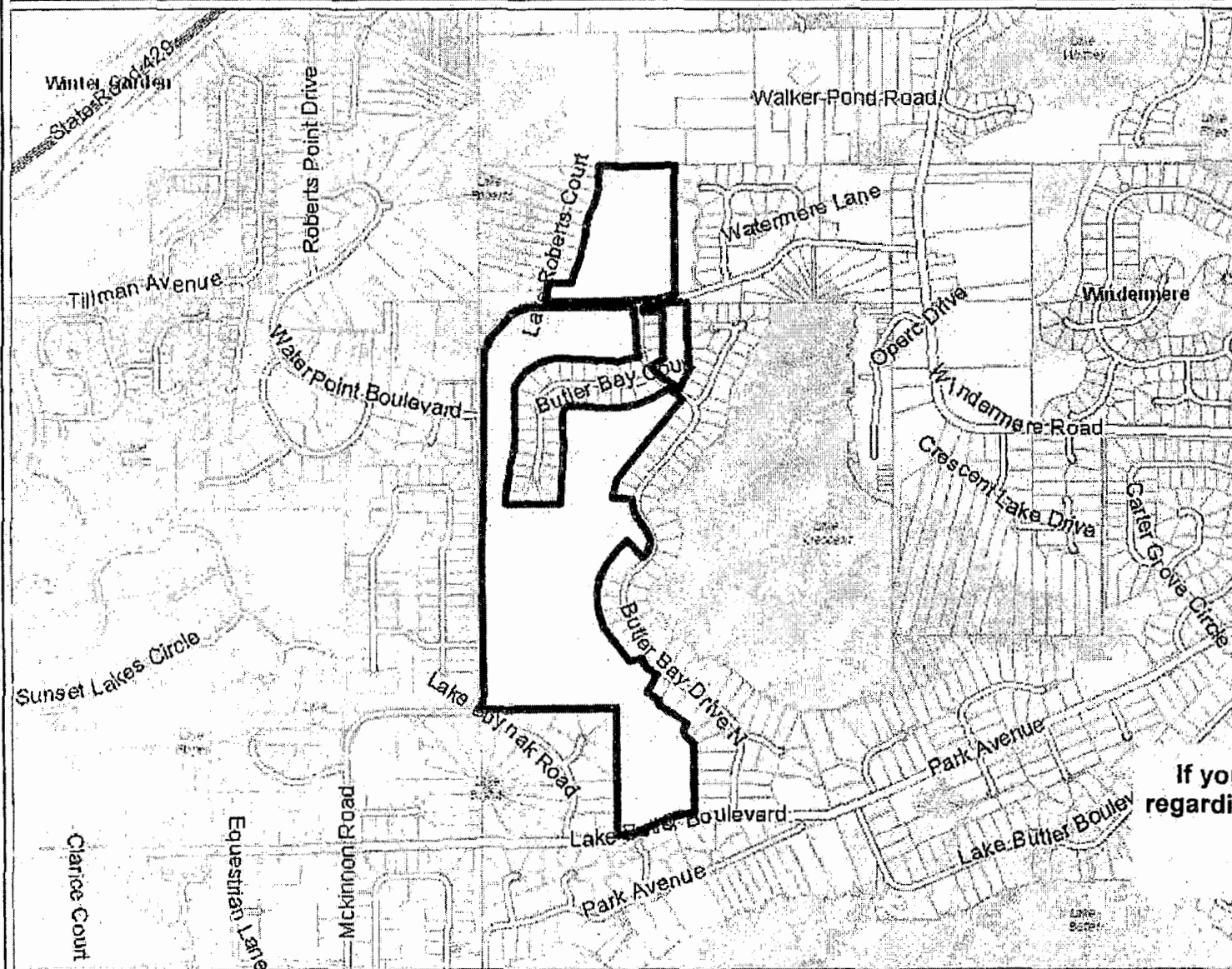

Mayor Teresa Jacobs

(Date)


NOTE: FURTHER PROCESSING NECESSARY:

Please return to Francisco J. Villar via interoffice mail.

Windermere Country Club Plat Vacation



Legend

 Petitioner's property

If you have any questions
regarding this map, please call
Francisco Villar
at 407-836- 7921.

1: 17,014



Notes

0.5 0 0.27 0.5 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

GRAY|ROBINSON
ATTORNEYS AT LAW

301 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690
gray-robinson.com

BOCA RATON
FORT LAUDERDALE
FORT MYERS
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKE LAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

407-244-5683

PAUL.CHIPOK@GRAY-ROBINSON.COM

MEMORANDUM

TO: Mayor Jacobs and Board of County Commissioners

FROM: Truong M. Nguyen

DATE: July 18, 2016

SUBJECT: Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space

Petitioner, owners of a defunct former golf course, is requesting the Board approve a Petition to Vacate the development rights to Tract A dedicated to Orange County, Florida, as indicated in Note #12, and the access rights to Tract A dedicated to Orange County, Florida, as indicated in Note #13 of the Plat of Butler Bay - Unit 3, as recorded in Plat Book 18, Page 4, Public Records of Orange, County, Florida. As the information in this Memorandum makes clear, Petitioner's request fully complies with all relevant County Code provisions and should be approved.

Windermere Country Club has filed a rezoning application, Application #RZ-10-038, to modify the Cluster Plan to 1) bring the 155 acres under the current standard of 1 unit per 1 acre and 2) change the 155 acres from golf course (a referenced use and not open space) to residential area to accommodate 95 lots. At the November 19, 2015 Planning and Zoning Commission meeting, the Planning and Zoning Commission continued the rezoning application to April 21, 2016 and directed Windermere Country Club to file a Petition to Vacate the 155 acre Tract A/golf course property and to modify the 1986 Developer's Agreement applicable to the Butler Bay, Unit 3 Plat¹.

BACKGROUND

The Butler Bay Cluster Plan, where the Tract A/Golf Course Property is located, received its zoning approval on February 21, 1985. There was no mention of conveyance of development rights from the Golf Course Property in this zoning approval.²

¹ Tab F

² See Minutes of February 21, 1985 Planning and Zoning Commission Meeting (Tab A) and Minutes of February 25, 1985 Board of County Commission Meeting (Tab B).

Mayor Jacobs and Board of County Commissioners

July 18, 2016

Page 2

Language regarding dedication of the development rights to the Golf Course Property to Orange County first emerged during PSP review on November 18, 1985.³ That condition to convey development rights was included in the "1986 Developer's Agreement".⁴ When the Butler Bay Unit 3 Plat⁵, was approved, a Resolution Vacating and Annuling a portion of the Butler Bay Unit 2 Plat was approved at the same time.⁶ Further, when the Replat of Lots 8, 9, 10 and Tract B was approved on April 2, 1990⁷, a second Resolution Vacating and Annuling Plat was approved by the BOCC on the same day.⁸

GOLF COURSE PROPERTY IS NOT "COMMON OPEN SPACE", "COMMON AREA", OR "COMMON PRIVATE FACILITIES."

The Windermere Country Club golf course is privately held property and maintained by the Golf Course Property owner. It is not common open space. The County's ordinances and a review of the history of the County approvals associated with the Golf Course Property make this very clear.

Section 34-155(a)⁹ defines "open space" and states it may include private parks and recreation areas provided: (i) they have been designated as a tract on the plat, (ii) they are adequate for the intended purpose, (iii) assurance has been given by deed restriction or Covenants, Conditions and Restrictions ("CCRs") that the area will be maintained and (iv) the area must be identified on the plat as 'common areas' for owners of property within the subdivision. In this case, the Golf Course Property is not identified as 'common area' on the plat. There is no plat dedication of Golf Course Property to any other lot or property owners. The CCRs do not include the Golf Course Property nor provide for maintenance of the golf course. In fact, the "Property" as defined in Exhibit A to the CCRs is limited to Lots 1-123, PB 18, Pages 4-9 and notably does not include the Tract A/Golf Course Property. The CCR definition of "Common Area" requires that common area be owned by the "Association". Article XII of the CCRs is titled "Covenants and Restrictions Relating to Golf Course". Section 1 states "All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club". Section 3 creates a 10 foot easement in favor of the golf course across the rear of each lot adjacent to the golf course. The easement prohibits fences, walls or shrub planting. See OR Book 3808, Page 1478 (Tab K). The plat note 12 and 13 on PB 18, Page 4,

³ Attached Tab C

⁴ Development Agreement recorded at OR 3757/1536 (Tab D) and hereinafter "1986 Developer's Agreement."

⁵ PB 18/4 (Tab E)

⁶ See OR 3808/2058 (Tab F).

⁷ Replat of Lots 8, 9, 10 and Tract B, Butler Bay Unit 3, PB 25/116 (Tab G).

⁸ See OR 4173/3662 (Tab H)

⁹ Tab J

Mayor Jacobs and Board of County Commissioners

July 18, 2016

Page 3

which are applicable to the golf course are between the Golf Course Property owner and the County, the subdivision owners are not parties to those plat note restrictions. Clearly, there is no dedication or identification on the plat that the Tract A/Golf Course Property is common area for the owners of property within the subdivision. Further, the subdivision lot developer and their successors, the individual lot owners, were on notice through the CCRs that the golf course was not common area or common open space for the benefit of the lot owners. Rather, the lot owners acknowledge through the CCRs the existence of a private golf course for the use and enjoyment of the members of the private golf club. There is no documented expectation that the lot owners have any legal or equitable interest in the Tract A/Golf Course Property.

The 1986 Developer's Agreement (Tab D) approved by the Board of County Commissioners on February 26, 1986 incorporated the November 18, 1985 Preliminary Subdivision Plan conditions of approval (Tab C). That 1986 Developer's Agreement recognizes that the conditions shall control all future development of the property "(unless said conditions of approval are amended or modified by Orange County)".

The 1986 Developer's Agreement, Condition 5, provides: "The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities." The "Developer's Agreement - Common Private Facilities" was approved by the Board of County Commissioners on July 21, 1986¹⁰. That Development Agreement was executed by "Windermere Lakes, Ltd." who was not the owner of the Golf Course Property. Further, the "Property" subject to that Developer's Agreement is Lots 1-123 of "Butler Bay Unit 3" not the Tract A/ Golf Course Property. The Tract A/Golf Course Property by the terms of that 1986 Developer's Agreement is not "common private facilities."

In regards to open space, the Tract A/Golf Course Property is zoned R-CE-C. Section 38-556¹¹, requires 40% of each lot to be pervious surface. Section 38-557¹², Common Open Space, Subsection (a) refers to Chapter 24 for open space regulations. Section 24-29(e)¹³ provides, that for residential cluster districts, when the density is less than or equal to 1 unit per acre, there is no common open space required. Section 24-26¹⁴, Definitions, states "Common Open Space" shall mean a type of open space designed and intended for the use or enjoyment of occupants of a project. That Section also defines "Residential Private Open Space" to include front, rear and side yards excluding parcel driveways and structures. Both common open space and residential private open space are included as part of the definition of "Open Space."

¹⁰ Tab L. Recorded at OR Book 3808, Page 1466.

¹¹ Tab M.

¹² Tab N.

¹³ Tab O.

¹⁴ Tab P.

Mayor Jacobs and Board of County Commissioners

July 18, 2016

Page 4

Section 24-27¹⁵, Legislative findings, at Subsection (e) states:

"Consistency in the definition of open space and the provisions for open space are necessary to balance between private property rights and the protection of the public health, safety and welfare."

Section 24-28¹⁶, Applicability, provides, in part, that the open space standards are minimum standards, "however, an applicant may provide a greater percentage of open space but a greater percentage of open space will not be required by the county." Section 24-30¹⁷, Open Space Design Guidelines, subsection (e), Ownership and Maintenance, states common open space areas shall be the responsibility of a property owners' association or a mandatory homeowner's association. In Butler Bay Unit 3, this responsibility is addressed through the July 21, 1986 "Developer's Agreement - Common Private Facilities" (Tab L), which does not include the Tract A/Golf Course Property.

Notwithstanding the foregoing, in 1985 the standard for common open space was 25%. Attached as Tab T is a chart prepared by Poulos and Bennett making clear that the owners' proposed revision to Tract A/Golf Course Property within the Cluster Plan retains total Butler Bay Cluster Plan gross common open space at 25%.

Notwithstanding the foregoing, the 1985 approved Cluster Plan (Tab A) does not define the term "Gross Open Space". As defined by the Orange County Code, "Open Space" includes "Residential Private Open Space" and "Common Open Space". In the 1985 Cluster Plan, reference is made to having 38% "Gross Open Space" within the Butler Bay Cluster Plan. Attached as Tab U is a chart prepared by Poulos and Bennett which establishes that the total Butler Bay Cluster Plan open space (calculated utilizing both common open space and residential open space) after redevelopment of Tract A to 95 lots will be 45.3% of the total area. For just the 155 acres within Tract A after redevelopment to 95 lots the open space will be 60.6%.

CONCLUSION

Under the current Orange County Code there is no common open space requirements for an R-CE-C project when density is less than or equal to 1 unit per acre. The County, by releasing the development rights for 95 units back to the Tract A/Golf Course Property, maintains an overall density within the Butler Bay Cluster Plan of 1 unit per one acre in full compliance with County Code.

¹⁵ Tab Q.

¹⁶ Tab R.

¹⁷ Tab S.

Mayor Jacobs and Board of County Commissioners
July 18, 2016
Page 5

Even if the old standard of 25% common open space was applied to the request for 95 units on the Golf Course Property, the overall common open space within the Butler Bay Cluster Plan will remain at 25% common open space, also fully compliant with the County Code.

In the event that the 38% "gross open space" as listed in the original 1985 Butler Bay Cluster Plan is interpreted to apply to the current cluster plan modification request, the resulting modified Butler Bay Cluster Plan, with 95 units assigned to the Tract A/Golf Course Property, will exceed the 38% gross open space, also fully compliant with the County Code.

This memorandum establishes that the release of the development rights back to the Tract A/Golf Course Property owner through the vacation of the plat as applicable to Tract A/Golf Course Property can be accomplished in compliance with the open space standards.

ORANGE COUNTY RECEIPT

PUBLIC WORKS DEPARTMENT
4200 S. JOHN YOUNG PARKWAY
ORLANDO, FL 32839-9206
TELEPHONE: (407)836-7900

DATE: 4-11-16

ISSUED TO: _____
FIRM OR _____
INDIVIDUAL Bryan E Decunha
ADDRESS 338 English Lake Dr
CITY/STATE/ZIP Winter Garden FL 34787

	AMOUNT	DESCRIPTION (PERMIT #, NAME)
DRC APPEAL	\$ _____	
E-PROJECT	\$ _____	
FIN. SUB. DIV.	\$ _____	
EXC & FILL	\$ _____	
INSPECTION	\$ _____	
PERMIT TRANSF. RFND	\$ _____	
PETITION TO VACATE	\$ _____	
RECORDING	\$ _____	
ROW	\$ _____	
SEPTIC TANK	\$ _____	
UU	\$ _____	
100-YR FLOOD STUDY	\$ _____	
FLOOD PLAIN PERMIT	\$ _____	

WELLS FARGO BANK 6212
FOWLER GROVES 3301 DANIELS RD WINTER GARDEN, FL 34787
DATE APRIL 6/2016 63-7511631
PAY TO THE ORDER OF ORANGE COUNTY BOCC. \$ 752.00
= SEVEN HUNDRED AND FIFTY TWO DOLLARS

WINDERMERE COUNTRY CLUB LLC
BRYAN E DECUNHA
338 ENGLISH LAKE DR
WINTER GARDEN, FL 34787-5234
407-487-2574 PAB

B E Decunha

\$ _____ 0600-4110
\$ _____ 3200-4110 (ARBOR)

PSP CHG DET	DP CHG DET	DP/NS to PD CHG DET	FINAL PLAT
\$ _____ 2700-4110	\$ _____ 2700-4030	\$ _____ 2700-4030	\$ <u>752.00</u> 2700-2965
\$ _____ 3100-4110	\$ _____ 3100-4030	\$ _____ 3100-4030	\$ _____ 3100-2965
\$ _____ 1300-4110	\$ _____ 1300-4030	\$ _____ 1300-4030	

ESCROW DEPOSIT \$ _____
SIDEWALK CONTR \$ _____

TOTAL RECEIVED \$ 752.00 CHECK # 16212 CASH \$ _____

RECEIVED BY _____ RECEIPT # 77223



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Decision Letter

Board of County Commissioners

Tuesday, October 18, 2016

2:00 PM

County Commission Chambers

16-060

Plat Vacation

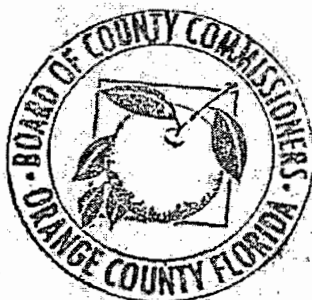
Bryan DeCunha on behalf of Windermere Country Club, LLC, Petition to Vacate the development and access rights of Tract A (Golf Course) of the Butler Bay - Unit Three development; District 1

Consideration: Windermere Country Club Plat Vacation, Petition to vacate the development and access rights of Tract A (Golf Course) of the Butler Bay - Unit Three development dedicated to Orange County per the plat of Butler Bay - Unit Three.

Location: District 1 The parcel address is 2710 Butler Bay Drive North; S01/T23/R27; Orange County, Florida (legal property description on file in Development Engineering Division)

A motion was made by Commissioner Boyd, seconded by Commissioner Siplin, that this item be denied. The motion carried by the following vote:

Aye: 7 - Mayor Jacobs, Commissioner Nelson, Commissioner Thompson, Commissioner Clarke, Commissioner Boyd, Commissioner Edwards, and Commissioner Siplin



THE FOREGOING DECISION HAS BEEN FILED WITH ME
THIS 9TH DAY OF NOVEMBER 2016.

Nali Poy
for DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Note: This document constitutes the final decision of the Board of County Commissioners on this matter. If, upon the Board's subsequent review and approval of its minutes, an error affecting this final decision is discovered, a corrected final decision will be prepared, filed, and distributed.

np

ORANGE COUNTY PLANNING AND ZONING COMMISSION
, HEARING

1 ORANGE COUNTY PLANNING AND ZONING COMMISSION
2 HEARING
3
4

5
6 DATE: NOVEMBER 17, 2016
7
8 TIME: 9:12 A.M. - 10:20 A.M.
9
10 LOCATION: 201 SOUTH ROSALIND AVENUE
11 ORLANDO, FLORIDA 32801
12
13
14
15
16
17
18
19
20
21
22
23
24
25

9 REPORTED BY: JOANNE HAHN, RPR
COURT REPORTER AND NOTARY PUBLIC

1 A P P E A R A N C E S:

2 RICK V. BALDOCCHI, DISTRICT 5 REPRESENTATIVE

3 MARVIN B. BARRETT, DISTRICT 2 REPRESENTATIVE

4 JOSE A. CANTERO, AT LARGE REPRESENTATIVE

5 CHRISTINE LYNN DEMOSTENE, DISTRICT 3 REPRESENTATIVE

6 PASQUALE DIVECCHIO, DISTRICT 1 REPRESENTATIVE

7 YOG MELWANI, AT LARGE REPRESENTATIVE

8 JAJA J. WADE, DISTRICT 6 REPRESENTATIVE

9 PAUL L. WEAN, MAYOR'S REPRESENTATIVE

10 CHRISTOPHER J. WILSON, ESQUIRE

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1 P R O C E E D I N G S

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3 MR. CANTERO: We will now move to our
4 advertised public hearings. And it looks like we
5 have six conventional rezoning public hearings.

6 The first matter is RZ-15-10-038.

7 MR. THORPE: Good morning. My name is Stephen
8 Thorpe with the Orange County Planning Division.
9 This is rezoning Case RZ-15-10-038. The Applicant
10 Jamie Poulos with Poulos and Bennett is requesting
11 to rezone a parcel with inverse (ph) acreage of 155
12 acres from R-CE Country Estate Cluster District to
13 RCE, and replace the portion of the existing cluster
14 plan with a new one. The existing cluster plan has
15 approval of 340 single family lots, of which 327 are
16 plotted and a 455-acre golf course, which is the
17 property being discussed today, the development and
18 access rights of the golf course for conveyance to
19 County via plotting and developer's agreement.

20 The Applicant's proposed use is an additional
21 95 single family lots with one detached residential
22 home per lot on the existing golf course. The
23 parcels are located 2710 and 2730 Butler Bay Drive
24 North, which is generally located north of Lake
25 Butler Boulevard, east of McKinnon Road, southeast

1 of Lake Roberts and west of Lake Crescent District
2 1. This site is also within the Windermere Water
3 and Navigational Control District.

4 These parcels are located within the West
5 Windermere Rural Settlement and have a future land
6 use designation of rural settlement one to one.
7 This designation surrounds most of the subject
8 parcels with the rural designation to the northwest.
9 The current zoning today is R-CE-C and the
10 designation expands to north, east and south of the
11 subject parcels, A1 R-CE and the Windermere Estates
12 PD District located to the west.

13 As you see on this aerial this area is
14 substantially developed with single family
15 residential development with suburban lot sizes.
16 And this is the cluster plan submitted by the
17 Applicant. Some still photos; this is a picture of
18 the parcel facing towards the west from McKinnon
19 Road. This is the existing -- or was the existing
20 golf course. And this is a picture of the same
21 parcel facing east from Butler Bay Drive north
22 within the Windermere Club subdivision.

23 A community meeting for the application was
24 held on October 13, 2015 at the Windermere
25 Elementary School. There were 191 residents that

1 were in attendance. The community was adamantly
2 opposed to this request. Issues raised were the
3 perception of incompatibility, increased traffic,
4 extrication of open space and concerns regarding
5 storm water runoff.

6 For today's public hearing, the public hearing
7 notices were sent to 523 property owners in the area
8 extending beyond 500 feet from the subject parcels.
9 To date we received zero commentaries in favor of
10 this request and have received 68 in opposition. As
11 you may recall, this rezoning was originally brought
12 to the commission at the November 17, 2015 Planning
13 and Zoning Commission meeting, but was continued to
14 the April 21, 2016 meeting to allow the Applicant to
15 go through the Petition to Vacate process to vacate
16 the plot notes described in your staff report in
17 order to regain their development and access rights
18 to the subject parcels, which was platted as Tract A
19 and amend and approve an existing developer's
20 agreement with the County.

21 This rezoning application was then continued
22 twice to July and September 2016 Planning and Zoning
23 Commission meetings because the Applicant's PTD
24 request was not heard before the BCC. The
25 Applicant's PTD request was then heard by the Board

1 of County Commissioners on October 18, 2016, who
2 then denied their request for the application. As
3 the development rights to and access rights from
4 Tract A remain with the County, staff's position is
5 that the Applicant does not have the right to rezone
6 or redevelop Tract A without the development and
7 access rights.

8 Therefore, staff is recommending the commission
9 to decline any consideration of the rezoning
10 application or the merits of this application and
11 dismiss this case. Staff is open for any questions
12 you may have. The Applicant is also present.

13 MR. CANTERO: Is the Applicant ready to speak?

14 MR. WILSON: Yes. Good morning. First of all,
15 thank you for your service. I know you are here
16 volunteering your time and we all appreciate that
17 very much.

18 My name is Chris Wilson. I am with the law
19 firm of Marchena & Graham. We are here on behalf of
20 the Applicant. My address is 976 Lake Baldwin Lane,
21 Suite 101, Orlando, Florida.

22 We, of course, disagree with staff's position.
23 Development rights are not defined in the documents
24 that transferred them. We went and looked in the
25 statutes. The only definition we found is the right

1 of the owner and the fee interest of the land is to
2 change the use of the land. We are not asking to
3 change the use of the land. We are asking to rezone
4 the land. We understand that any rezoning that you
5 do is going to be conditioned upon the plat
6 dedication being vacated and the access rights being
7 vacated.

8 The fact that -- when those rights were
9 dedicated in '85 and '86 all the way through today
10 177 101 3 has been in existence. Everyone knew the
11 whole time that if we met certain conditions those
12 could be vacated. That still is the case. There is
13 also the law that says that any ambiguity in the
14 conveyance documents are supposed to go in favor of
15 the landowner.

16 We have submitted an application that meets the
17 requirements of your code. We are going to show you
18 that we did that. Your staff had agreed they
19 brought it forth to you. It was a complete
20 application. Under your Code 30-38.5, all complete
21 applications received by the deadline are supposed
22 to be placed in the agenda for the next available
23 public hearing. Under your powers, 30-35, as
24 Mr. Cantero stated, your job is to look at it and
25 make compatible use determinations and consistency

1 determinations.

2 So our request today is that you proceed to the
3 merits of the case and allow us to go forward with
4 our request for R-CE-C cluster, 155 acres, one to
5 one. We are going to update it to the current
6 regulations. And as I stated, your rezoning will
7 not change any use on the property, because it's
8 going to have to have that condition of plat
9 vacation.

10 MR. WEAN: Hold on a second. Leave that there,
11 if you would. Okay.

12 I see the words to permit 95 single family
13 lots. That's development to me. And so you're
14 asking us to agree, not in a vacuum, to change the
15 zoning, but that change in zoning is for the purpose
16 of developing 95 single family lots. If you don't
17 have the ability to develop the 95 single lots, then
18 why are we considering the zoning change?

19 Our job as we sit here is to consider whether
20 or not the zoning change would be compatible if you
21 were to develop the 95 single lots. If you don't
22 have the ability to develop, then we can't make a
23 determination on compatibility. It seems to me this
24 is a basic fundamental problem of standing. If you
25 don't have the ability to develop, then you have no

1 standing to raise the issue of zoning. It's that
2 simple.

3 MR. WILSON: I disagree with you. I think
4 zoning is on its own. We have the right to come
5 here and ask you to make a determination on
6 compatibility and consistency, subject to vacating
7 those plat notes that will allow us to develop in
8 the future.

9 MR. WEAN: But you don't have the ability to
10 develop in the future. When I went to law school --
11 and I'm sure you got the same spiel that I did; when
12 you buy a piece of property, you buy a bundle of
13 rights. You know, you have a single family home, I
14 have a single family home. I don't have the ability
15 to open a liquor store in my residence. I don't
16 have that right. It's not a right I possess.

17 You have a piece of property, and among the
18 pieces of property -- what you have among the rights
19 you do not have is the right to develop it further.
20 And now you're coming in asking for the ability to
21 rezone it, but you have questions rezoning it for
22 what purpose. You very clearly have said to permit
23 the development of 95 single family lots. You don't
24 have the ability to develop 95 single lots on there.
25 Therefore, you have no standing to ask to rezone it

1 for that purpose. You don't own that right. You
2 have given it up to Orange County.

3 Further, I don't see that you have the ability
4 to have access for that purpose. If you were to
5 develop it, how are you going to access it if you no
6 longer have the right to use the roads that you're
7 asking to use it for. I don't know that you have an
8 ability to access it. So I'm having a problem with
9 the standing issue, because I don't see that you
10 have a right to ask for the rezoning for the purpose
11 of development. And if you said -- if you weren't
12 trying to say for the purpose of developing 95
13 single family lots, I would have asked you what
14 you're doing it for, because I can't make a
15 determination on compatibility unless I know what
16 the purpose of it is. I don't think you have
17 standing here.

18 MR. WILSON: We disagree. I think you can
19 rezone it with a condition that it's subject to plat
20 vacation and you can still make a determination as
21 to compatibility and consistency.

22 MR. CANTERO: I'm inclined to agree with
23 Commissioner Wean, Counselor. The question I would
24 ask to you is, the Petition to Vacate has been
25 denied by the County Commission; so how is this not

1 a moot point in your position?

2 MR. WILSON: The statute still is out there.
3 We still have the right to go ask to have it vacated
4 in the future.

5 MR. WEAN: If and when they vacate it, then I
6 think you have the ability to come back. But since
7 it's been denied by the Commission, I don't see that
8 we have the ability to give you a right on this;
9 because I don't see that you have standing absent
10 the vacation.

11 MR. WILSON: We disagree.

12 MR. CANTERO: I do have some comment cards from
13 the public.

14 Do you have a question?

15 MS. DEMOSTENE: Yes, a question for either
16 staff or the County attorney.

17 This is for the staff and County attorney; the
18 slide he just set up says he's modifying an existing
19 cluster plan. I don't see a package in here -- and
20 I recall that the previous cluster plan, which I'm
21 sure is going to be presented up here at some point
22 today, had other land. I don't see anywhere in our
23 package that there's an amendment to that cluster
24 plan to show how it now meets code. As I recall,
25 all other residences that are in the first cluster

1 plan relied on the open space in this. So if they
2 are only rezoning the open space, there's not --
3 there should be a separate cluster plan to show how
4 that on its own still meets code.

5 MS. EVERS: Well, I think, Commissioner, the
6 point was that staff's recommendation was a
7 dismissal of this because we can't even get to that
8 issue without having the development rights go back
9 to the developer; which obviously has been denied by
10 the board at this point. I think that's why.

11 MS. DEMOSTENE: Makes sense. Perfect.

12 MR. CANTERO: Are there any further questions
13 for the Applicant or staff at this point?

14 The matter was advertised. We are going to
15 open up the public hearing. I have several comment
16 cards from the public. I understand that many of
17 you have given your time to a couple speakers here.
18 The first two on my list are Kurt Ardaman and Ed
19 Williams. I am going to call off everyone's name.
20 Looks like Kurt is going first, Mr. Ardaman. Is
21 Kathleen Levin present? Ed Jarvis, Ginger Spruggs,
22 Tom Muntz, Kathy Burke and James Adams.

23 Mr. Ardaman, he has ten minutes.

24 MR. ARDAMAN: Thank you, Mr. Chairman,
25 Commission members. My name is Kurt Ardaman. I'm

1 with the Fishback Dominick law firm at 1947 Lee
2 Road, Winter Park, Florida, 32789. I'm here
3 representing the Windermere Club Homeowners
4 Association, as well as a number of residents, some
5 of who include Julie and Tony Paluso (ph), Anna and
6 George Agell (ph), Judith and Frank Del Toro (ph),
7 Robert and Karen Machesni, Stacy and Robert Aster,
8 Johnny and Leigh Ann Dyal, George and Diane Huxhold,
9 Greg and Donna Pounds, Diane Hathaway and Michael
10 Kinsley, a number of who live in Windermere Club as
11 residents who purchased their homes in reliance on
12 the Butler Bay Unit 3 plat and the documents in
13 effect since the 1980s.

14 To address the issue, not with respect to the
15 criteria for rezoning and the consistency with the
16 comprehensive plan, because we think it's
17 inappropriate, as some of the comments that you made
18 this morning indicate. But to deal with the
19 question of whether this is appropriate for
20 dismissal; which we believe it is appropriate for
21 this board to dismiss, because the application is
22 not complete and the developer does not have the
23 right to proceed, as you-all have indicated.

24 But because -- as you can see, there are two
25 court reporters here -- we believe the actions of

1 the developer, even after they were denied the
2 Petition to Vacate the development rights and the
3 access rights by the Board of County Commissioners
4 has chosen to exercise an attempt to come back
5 before you, we believe it's being postured for
6 litigation. And it's important, therefore, that we
7 provide the County -- the Planning and Zoning
8 Commission and the board with additional arguments
9 and documents to support your decision, hopefully to
10 dismiss this application as inappropriate.

11 So that's why I'm taking some time that I
12 typically wouldn't do, because not for today's
13 hearing necessarily alone and in and of itself, but
14 for -- to make sure you've got the basis to make the
15 decision that we hope you would make.

16 MR. CANTERO: So is your presentation,
17 Mr. Ardaman, going to be concentrated on the issue
18 of dismissal?

19 MR. ARDAMAN: Correct, yes, in fact, that's the
20 case. Leigh Ann Dyal, the president of the HOA is
21 going to hand out documents to each of you that we
22 would include in the record and give to the County
23 clerk and each of the court reporters, as well. And
24 I will talk about those briefly in a few minutes.

25 The HOA's position has been, at the original

1 time this went before DRC, when it came before the
2 Planning and Zoning Commission previously and today
3 that the developer's application for rezoning is not
4 appropriate, should be dismissed without considering
5 the criteria and consistency with the comprehensive
6 plan.

7 Also, we believe that the developer has waived
8 his right to continue to claim that he has the
9 ability to go forward; because he chose not to
10 challenge the Planning and Zoning Commission's
11 decision previously where you gave the Applicant the
12 opportunity to go to the Board of County
13 Commissioners and seek to have the development and
14 access rights vacated, they did not challenge that
15 decision; they consented, they went forward to the
16 Board of County Commissioners asking for those notes
17 on the plat to be vacated. The Board of County
18 Commission unanimously rejected them.

19 That was the developer's choice; they didn't
20 have to do that. They could have challenged your
21 decision; they chose not to. For their position,
22 they lost. Now they're coming back and saying they
23 still have the right to go forward. Well, they
24 waived that right when they went forward with the
25 application.

1 I also have four reasons I'd like to go over as
2 to why this case should be dismissed. First, it is
3 beyond dispute that as a result of the development
4 rights dedication that's clearly contained on the
5 Butler Bay Unit 3 plat and in the development
6 agreement that the developer processed, agreed to,
7 the County agreed to, County approved the plat in
8 the mid-1980s; the developer lacks the right to
9 develop Tract A, the 155 acres, as a residential
10 subdivision.

11 The factors, therefore, and the criteria
12 described in Section 30-40 of the County code that
13 the developer seeks to have you consider today,
14 which would form the basis of a rezoning and do form
15 the basis for rezoning decision by your board and
16 the BCC are irrelevant; because there is no ability
17 to proceed with that.

18 Secondly, since the developer does not have the
19 necessary property rights to be able to go forward
20 with the development, as Commissioner Wean clearly
21 acknowledged, as well as Chairman Cantero, the
22 rezoning application is incomplete. The County, who
23 holds those development and access rights, they were
24 given to the County in trust for the public and in
25 trust for the residents; that happened back in the

1 1980s, but the County has not signed the
2 application. They are not before you. The County
3 staff, the administration is not proceeding. This
4 is a developer that has not all of the rights to
5 Tract A; they've got certain rights, but they
6 certainly don't have the development or access
7 rights. And that's a necessary component of the
8 application, is to have a complete application.

9 The developer asserted at the beginning of this
10 proceeding today that they had a complete
11 application; they do not. Because the County has
12 not signed the application or consented to the
13 application for rezoning to go forward.

14 As I mentioned, Orange County, not the
15 developer, has the development and access rights.
16 They are owned by the County in trust for Windermere
17 Club homeowners and the public. They're adjacent
18 homeowners that testified at the prior hearing that
19 are here if you proceed with this hearing beyond the
20 dismissal, that are beneficiaries of that trust.

21 Third, the County lacks the authority to grant
22 the rezoning application under Florida law,
23 independent of your own comprehensive plan or your
24 County code. Since at least 1948 the Florida
25 Supreme Court has made clear that where you have

1 property or rights that have been dedicated to a
2 government entity for public purposes, the
3 government entity holds such rights in trust for the
4 public and has no power, unless authorized by the
5 legislature -- which would be the County Commission
6 in this case -- to appropriate such lands for the
7 use and benefit of private persons or corporations,
8 here the developer.

9 That is what happened in this case back in the
10 1980s. Those rights were given, of course, to the
11 County to preserve them in trust. And your code
12 sections in effect then and today actually use the
13 words in trust. So that's what the County is
14 holding. They are holding these development and
15 access rights in trust for the public and for the
16 Windermere Club homeowners. Since the County is
17 holding those rights, under the Florida Supreme
18 Court law for the last 67 years, there is no
19 authority to be able to give those rights, those
20 development private rights to a private developer.

21 Fourth, the County is precluded from granting
22 the rezoning application by various provisions of
23 the County code requiring this Tract A, the 155
24 acres, remain permanent open space. The developer's
25 predecessor -- so this current owner of Tract A is

1 one of a line of developers or golf course operators
2 that have owned this Tract A. But this developer's
3 predecessor in title received back in the '80s and
4 thereafter received substantial benefits at that
5 time in exchange for the development rights
6 dedication. So the developer gave the development
7 and access right to the County in exchange for
8 something. It was a contract.

9 What did the developer get? He got clustering.
10 He got 340 lots. He was able to develop his
11 property. The County said, we'll let you do that.
12 We will give you an approval to do what you're
13 asking for, but what are you going to give us in
14 exchange, because you're asking for a cluster plan
15 development? He said, no problem, we will
16 permanently dedicate our Tract A as open space and a
17 conservation area on portions of Tract A. That's
18 what happened.

19 That original developer and those developer's
20 successors made a lot of money selling lots and
21 selling homes. And every one of those homeowners
22 relied on the plat, relied on the public records,
23 the development agreement in order to be able to
24 enjoy that open space and rely on that. So
25 effectively that was the exchange that was made back

1 then.

2 I'd like to put up the table of contents to the
3 packet that I've handed to you. Each of these
4 documents is submitted into the record. These
5 documents were also presented to the Board of County
6 Commissioners during the Petition to Vacate
7 hearings. They're submitted to you today. Each one
8 of you have those. They contain documentation
9 supporting the Orange County staff's recommendation
10 for dismissal and how and why the application is not
11 consistent with the comp plan and rezoning criteria,
12 as well, if you were to choose to proceed with that.
13 Please dismiss the requests. Thank you very much.

14 MR. WEAN: Mr. Ardaman, I have a question.

15 MR. ARDAMAN: Yes, sir.

16 MR. WEAN: The Applicant has said in his
17 statement to us that he has the right to ask us
18 purely to make a decision on the rezoning
19 application; in other words, is this zoning
20 request -- whatever he's asking for, R-CE-C -- that
21 alone, is that compatible with the current zoning?

22 He's apparently asking us not to look at the
23 question that he's also doing that for the purpose
24 of developing 95 lots. Now, I want your impressions
25 about whether or not our job, as you understand it,

1 is to look at the compatibility of the zoning
2 classification alone, or what that zoning
3 classification is going to be used for. In other
4 words, the ultimate development. When we make a
5 determination on compatibility, are we merely
6 looking at the zoning classification, or are we
7 looking at what that zoning classification is a
8 means toward some end?

9 MR. ARDAMAN: I think it's both. You can't
10 consider the rezoning in a vacuum. The developer
11 has given you his proposed development. So clearly,
12 it would -- I don't think you should reach that,
13 because it's an incomplete application. They don't
14 have the rights. If I went to you and -- excuse me;
15 if I went to my neighbor and signed an
16 application -- let's say I sign an application for
17 somebody else's property and brought it in and said,
18 I'd like you to rezone that property and you don't
19 have that owner's consent; would you process that?
20 No.

21 It's the same thing here. The difference is
22 he's got some of the rights, so he wants you to take
23 some of the rights and look at them and say, okay,
24 some of those rights are consistent with the comp
25 plan and some of those rights that I have as an

1 owner are consistent with the rezoning.

2 MR. WEAN: If we look at the classification
3 without knowing what use, isn't it possible that
4 uses under that classification may be compatible
5 with the current surroundings, and some of the uses
6 that are permissible may not be?

7 MR. ARDAMAN: But he's not asking to look at
8 anything other than 95 lots.

9 MR. WEAN: But he's asking us to not look at
10 the 95 lots. He's saying all you need to do is look
11 at the classification we are asking for, because we
12 aren't looking to develop it; we may eventually get
13 a vacation and the 95 lots will follow later. He's
14 essentially saying, all we're asking you to do is
15 look at the zoning classification we're asking for
16 and that's it.

17 MR. ARDAMAN: If you look at his application,
18 he's asking for R-CE-C. That's exactly what he's
19 got. So the zoning in place today that has been in
20 place for 30-something years is R-CE-C. He's got
21 rights. He's got rights. He got a special
22 exception approved to allow a golf course operation,
23 along with a clubhouse, tennis courts and a pool.
24 That was approved. That's consistent with R-CE-C.
25 We have no objection to that.

1 In fact, the plat shows and says golf course on
2 it. That's consistent with open space. There's no
3 question. What he wants to do is now change your
4 interpretation of that by saying, oh, let's get a
5 rezoning back to the same classification, but let's
6 add 95 lots into that R-CE-C. So we are going to
7 add those lots. You can't consider his application
8 without considering the 95 lots.

9 MR. WEAN: That's my point. The way I
10 understood his application, what he's saying to us
11 is, I only want you to consider the zoning
12 classification, but don't consider the 95 lots. You
13 can't do it.

14 MR. ARDAMAN: There's nothing before you then.

15 MR. WEAN: That's my point.

16 MR. ARDAMAN: You're exactly right.

17 MR. CANTERO: But is it not your position at
18 this moment that his application is incomplete?

19 MR. ARDAMAN: Correct.

20 MR. CANTERO: And that he lacks the standing?

21 MR. ARDAMAN: Absolutely. We think it should
22 be dismissed and not considered further.

23 MS. DEMOSTENE: I want to add one thing for
24 clarification kind of on Paul's; when we look at
25 R-CE rezoning, we don't look at just the text. We

1 look at the text, the uses and the cluster plan. If
2 it were to be approved, we are actually approving
3 the designation on the map, as well as the cluster
4 plan that's included in our staff report. It's
5 definitely a lot more than the attorney had
6 originally presented to us. It was kind of not --
7 wasn't a false statement. I don't know.

8 MR. CANTERO: Commissioner Baldocchi?

9 MR. BALDOCCHI: I hate to be pragmatic in the
10 middle of a legal argument, but the golf course
11 isn't operating, correct?

12 MR. ARDAMAN: The developer has chosen to shut
13 the golf course down.

14 MR. BALDOCCHI: And you represent a number of
15 people that you listed in the community?

16 MR. ARDAMAN: Yes.

17 MR. BALDOCCHI: Is there any consensus on what
18 the community would like to see happen, given if
19 there is never a golf course there?

20 MR. ARDAMAN: But that's a presumption that you
21 have made. We think the developer -- we made the
22 point at the prior hearing that there is a viable
23 way to the golf course. The developer actually did
24 multiple things to destroy the golf course
25 operation. And that was a big subject to the prior

1 hearing. The Commission saw right through the
2 developer's actions and said, denied.

3 MR. BALDOCHI: So the community would prefer --
4 and this is a generalization, of course, to have a
5 golf course continue there.

6 MR. ARDAMAN: Well, you've got different folks.
7 Their primary focus -- the residents' primary focus,
8 the HOA's primary focus it to maintain the open
9 space. They certainly, for the most part, I believe
10 would love to have an operating golf course. This
11 particular owner has chosen to destroy that. But a
12 means to an end; the objective by that owner is to
13 turn it into a very, very profitable residential
14 development.

15 MR. BALDOCCHI: Understood. You know, amidst
16 the legal argument is, like, what's going to happen
17 here long term?

18 MR. ARDAMAN: Practically we think we have a
19 solution. Clearly, the developer has certain
20 rights, and he's in charge of those rights. But he
21 has to also -- he also doesn't have the
22 Architectural Review Board's approval, the HOA's --
23 ARB's approval to do that, and he's required to get
24 that. He's not even submitted an application. He
25 has no rights to do what he's applying for from a

1 private standpoint. We have not asserted that. But
2 there are a number of -- good question. Thank you.

3 MR. CANTERO: Thank you. Our next speaker is
4 Ed Williams. And there are --

5 Yes, sir?

6 MR. WILSON: Mr. Chairman, I want to be sure I
7 can speak.

8 MR. CANTERO: I'll give you a moment to rebut.
9 I will give you rebuttal time, so long as it rebuts
10 what -- we'll give you some rebuttal time.

11 Ed Williams.

12 MR. WILLIAMS: Ed Williams, 920 South Delaney
13 Avenue, Orlando, Florida.

14 MR. CANTERO: According to this you have ten
15 minutes.

16 MR. WILLIAMS: I won't be needing that.

17 I was primarily here today with my affidavit
18 listed on the list in case you did have the hearing
19 to address the compatibility. And there are a large
20 number of policies and issues that this particular
21 plan they have submitted would not be consistent
22 with.

23 But what I'd like to address right now very
24 quickly is the history of the project, so you have
25 that perspective. This was approved as an R-CE

1 one-acre lots subdivision in '81. The developer
2 realized there was -- you know, quick sale of some
3 lots but it slowed down because there were a lot of
4 one-acre lots in western Orange County that were for
5 sale. So he came to the County -- I was the
6 planning director at the time -- and proposed a golf
7 course with half-acre lots and less than one-acre
8 lots on the lake. And in order to do that, he had
9 to give up open space.

10 His idea was very profitable; let's put in a
11 golf course, which will also generate revenue when I
12 operate the golf course and when I eventually sell
13 the golf course. So the point of that whole
14 discussion is, one, the original developer was paid
15 greatly and profited greatly from switching to the
16 cluster plan and giving up the open space and the
17 development rights. He was able to sell half-acre
18 lots, less than one-acre lots on the lake, and
19 everyone else was stuck with the one-acre lots, and
20 the project moved forward very quickly because of
21 that.

22 He was able to charge premiums on the golf
23 course lots. He was able to charge premiums on the
24 lakefront lots. It's interesting that there are
25 only five lots in the whole development that did not

1 have a special premium attached to them, because
2 they weren't either lakefront or golf course. There
3 was clearly a rational nexus between the donation of
4 the development rights and the benefits that he
5 received in the smaller lots and the ability to put
6 the golf course in and profit from those.

7 And in our testimony before the County
8 Commission, that was a major consideration; that he
9 had been paid well and now someone else is trying to
10 double-dip and take another bite of the apple and
11 take more money out at the expense of the
12 homeowners, whose appraisal and damage study showed
13 they would lose 18 to 20 million dollars of their
14 value as a result of the proposed change.

15 I would be happy to answer any questions.

16 MR. CANTERO: Are there any questions for this
17 speaker?

18 I have several other speaker cards. As I call
19 your name, you can stand by the wall and be prepared
20 to speak.

21 Judith Del Toro, Leigh Dyal, Paul Kenard, David
22 Towel, George Huxhold. If you are present --

23 MR. HUXHOLD: I'm George Huxhold and I wanted
24 to donate my time to Kurt Ardaman.

25 MR. ARDAMAN: I think a lot of those folks had

1 dedicated their time to either me or Ed Williams.
2 In addition to that, I think their key is not to the
3 dismissal issue, but to the merits. So if the board
4 chooses to go forward with the dismissal, you can
5 avoid probably a lot of testimony, is my guess.

6 MR. CANTERO: Sir, I see you standing. Are you
7 willing to speak here or are you deferring your time
8 to someone?

9 MR. KENARD: I'm willing to speak, but if
10 you're willing to deny the application, then there
11 is no need for me to speak.

12 MR. CANTERO: Your comments are targeted
13 toward -- could you please state your name for the
14 record? Name and address for the record, please.
15 And you were not on the mic previously when you
16 spoke. But I believe what you said was your
17 comments will be limited to a vote of denial; is
18 that correct?

19 MR. KENARD: That is correct. My name is Paul
20 Kinnard. I live at 3601 Lake Buynak Road,
21 Windermere, Florida. We abut the property. I have
22 approximately one-and-a-quarter to one-and-a-half
23 acres. They are right on the golf course. We
24 bought that house 35 years ago with the
25 understanding of the golf course being built.

1 MR. CANTERO: I'm happy to give you an
2 opportunity to speak, but you're in agreement with
3 the staff's recommendation to deny?

4 MR. KINARD: To deny.

5 MR. ARDAMAN: No, to dismiss.

6 MR. CANTERO: I'm sorry, to dismiss.

7 MR. KINARD: Dismiss, correct.

8 MR. BALDOCHI: Mr. Chairman, I have a point of
9 order. The public hearing occurs before we decide
10 to make a motion or a decision. So, I mean, seems
11 to me like I hate to have people speak who don't
12 need to but -- maybe the attorney can address it --
13 don't we need to hear the entire public hearing? We
14 can't reopen the public hearing if we decide to make
15 a different decision, can we?

16 MS. EVERS: No, but I think the chairman's
17 point is, you know, what the recommendation was was
18 a dismissal. I think he's just clarifying whether
19 these folks are in support of that and if they want
20 to speak in support of the dismissal or the merits
21 of the rezoning.

22 MR. BALDOCCHI: But we do still have the option
23 to recommend denial or approval after the public
24 hearing. I just think we need to do it properly.

25 MS. EVERS: You've got the public hearing open.

1 I don't think there's anything wrong with asking the
2 public the intention of their comments or which
3 direction they are going. If you want to save some
4 time, if everybody is going to say the same thing, I
5 know it frequently saves time to say, okay, which
6 direction are you headed in.

7 MR. BALDOCCHI: I was talking about
8 Mr. Ardaman's comment if you're going to do a
9 dismissal, you can avoid the testimony. I don't
10 want people to pass on their time to speak, and then
11 we make a different decision.

12 MR. CANTERO: I don't mean to give them that
13 impression.

14 MR. ARDAMAN: Mr. Chairman, it's pretty simple.
15 If you-all dismiss it, then there is no need to
16 consider it. If you don't dismiss it, you can
17 proceed with the hearing and hear comments. It's
18 pretty fundamental. If you don't think the
19 application is proper, you agree with the staff's
20 recommendation and you dismiss it, there's no
21 need -- the comments here are -- I don't believe
22 anybody here with the HOA or the residents is here
23 to talk about something inconsistent with the
24 dismissal or not dismissal. Their comments would be
25 key to the rezoning, whether it meets the criteria

1 and whether it's consistent with the comp plan. But
2 if you're not going to hear that because what's
3 before you is not appropriate, then they don't need
4 to testify.

5 I think if you take it up, that question after
6 you hear from Mr. Wilson's comments, if you choose
7 to dismiss it, then you may want to ask the public;
8 say, does somebody want to address the dismissal
9 issue.

10 MR. CANTERO: Let me ask County staff and
11 County legal, if a motion is presented to dismiss
12 this case and it does not pass, can we reopen the
13 public hearing, or it is closed at that point
14 procedurally?

15 MS. EVERS: Joel is saying you can keep it
16 open. Do you want to make a motion before the
17 public hearing is over; is that what you're saying?

18 MR. CANTERO: No. That certainly wasn't my
19 intent.

20 MR. WEAN: Why don't we ask the members of the
21 public if they wish to be heard. And if they want
22 to be heard on the merits, fine. If they just want
23 to be heard on the issue of the denial, let them
24 come forward and be heard.

25 MS. DEMOSTENE: That's my concern; if folks,

1 you know, want to get up here and tell us simply,
2 it's inconsistent, it's inconsistent, it's
3 incompatible and we don't agree with the request, I
4 don't see how that would hurt the recommendation if
5 we know this is basically just pending a lawsuit.

6 MS. EVERS: To Commissioner Baldocchi's point
7 just to clarify the point was we need to hear from
8 the public, we need to go through the regular
9 process that we normally do and have the public
10 hearing, then you all would take a vote.

11 MR. CANTERO: Given that we have two court
12 reporters here, I think it's even more important we
13 follow our process. That's my opinion.

14 MR. KINARD: Again, my name is Paul Kinard. I
15 live on 3601 Lake Buynak Road in Windermere. We are
16 on the southwest corner of the property. As I
17 stated previously, I own about one-and-a-quarter to
18 one-and-a-half acres. And the current redevelopment
19 plan that they are asking for, I would have four
20 houses about my property. That is a little much.
21 And considering that the minimum size that he has
22 previously stated to the HOA of 2500 square feet in
23 a half-acre lots, that's going to put two-story
24 houses all the way around the perimeter of my house.
25 I find that terrible. That's not what I bought the

1 property for. I bought the property because of the
2 open space. Thank you.

3 MR. CANTERO: Thank you.

4 Are there any other members of the public that
5 wish to be heard?

6 Okay. Please state your name and address for
7 the record. Have you filled out a comment card?

8 MR. GLASS: I have not yet, but I will.

9 MR. CANTERO: Please make sure to do so before
10 you leave.

11 MR. GLASS: I got here a little bit late and
12 wanted to get in. I will take care of that. I
13 wasn't going to speak.

14 But for the record, my name is Scott Glass. I
15 live at 2417 Ridgewind Way, Estates at Windermere.
16 I'm vice-president of the Estates of Windermere
17 Homeowners Association. I speak on their behalf, as
18 well as my own. And since it looks like we are
19 going to litigation, I wanted to get up and preserve
20 our rights to participate.

21 When I bought my house, which is right across
22 McKinnon Road adjacent on the other side to the
23 property in question -- I'm a land use lawyer by
24 trade -- I checked the plat and I saw that the
25 development rights had been dedicated. And that was

1 a huge part of my decision to cave into my wife's
2 pressure to buy that house. There were other
3 factors that led to that she'll tell you, but that
4 was a large factor for me.

5 And Mr. Wilson pointed to a statute -- I didn't
6 see it in time to jot it down -- that defined
7 development rights. But as Mr. Wean knows, basic
8 rule of statutory construction is you look at the
9 document itself, the immediate chapter. If it's not
10 defined there, you turn to is it ambiguous at all,
11 is it understood, is it plain language. I know what
12 development rights are. I don't have to search the
13 entire Florida statutes and find some obscure
14 reference in some connection that may deal with a
15 different topic completely. I don't know where
16 exactly what that was.

17 But I know what development rights are because
18 I deal with them every day, and they don't have
19 them. Their predecessor in interest traded them for
20 valuable consideration, as Kurt indicated. And when
21 this owner bought the property, that stick was not
22 in the bundle of sticks that he bought. And I agree
23 and our association agrees with Mr. Ardaman; unless
24 he comes to the Board of County Commissioners
25 representing me and all the other citizens of Orange

1 County and have sign them sign an owner's affidavit,
2 he doesn't have that right.

3 And even under his definition, if I recall
4 correctly, it was a change of land use. Well, this
5 would be a change of land use. That land has been
6 used since the time that those rights were dedicated
7 as golf course, and as an open area. And he wants
8 to change it to 95 homes. So even under his own
9 definition, I would submit he doesn't have
10 development rights and that's our position. Thank
11 you very much.

12 MR. CANTERO: Thank you.

13 I see another speaker. Have you filled out a
14 comment card, sir?

15 MR. HERNANDEZ: No, sir. I didn't know it was
16 required.

17 MR. CANTERO: Please do so. Are there any
18 other members of the public that wish to be heard?
19 Please do so.

20 State your name and address for the record.

21 MR. HERNANDEZ: Fred Hernandez, 3177 Butler Bay
22 North, Windermere, Florida.

23 When I first moved here about seven years ago,
24 I looked at a home at Oxford Moor, the Oxford Moor
25 development. We were very interested in that home,

1 so doing our due diligence question came to the
2 County to find out what was happening in the area.
3 And I learned there was a high school potentially
4 being built and some other offices being built
5 abutting that property. We walked away. My wife
6 loved the home but we walked away.

7 We found this home at Windermere Country Club
8 and we did the same thing; we did our due diligence,
9 came to the County. We were sure that would remain
10 a golf course, there was no other open land. We
11 actually purchased the home based on the fact that
12 that golf course will remain a green area. The
13 County told us so. So we paid a premium, like most
14 people have said. Now what I'm looking at is the
15 County potentially could change it. And I ask you
16 to please put a harsh stop to this nonsense.
17 There's a lot of time being spent here, a lot of
18 money being spent here. And we know they don't have
19 the rights.

20 I appreciate both your job and the previous
21 commissioners at the prior meeting where it was
22 denied. And I ask you to please deny it once again.
23 Thank you.

24 MR. CANTERO: Thank you.

25 Okay. I see three more members. I assume none

1 of you have filled out a comment card. What I would
2 ask each one of you --

3 You did, ma'am? Did you defer your time to
4 anyone?

5 MS. DYAL: No.

6 MR. CANTERO: I would ask that if you have not
7 filled out a comment card, please do so before you
8 leave here. We have to preserve that for the
9 record. I'm going to -- all of you took your time
10 to come out here. I'm going to let all of you
11 speak. Would the first speaker please come up to
12 the podium, state your name and address for the
13 record and you have three minutes to speak.

14 MS. DYAL: My name is Leigh Ann Dyal. I filled
15 out a comment card. You read my name.

16 MR. CANTERO: Yes, ma'am.

17 MS. DYAL: I live at 12742 Butler Bay Court,
18 Windermere, Florida. I'm the president of the
19 homeowners association. I just wanted to say a
20 little bit of history. I've lived in Windermere for
21 50 years and in the Windermere Country Club for 21
22 of those. About three years ago we heard about that
23 development in the -- all this happening in our back
24 yard. And I went around with petitions and I -- out
25 of 147 homes, I received 133 petitions against

1 development, and six of our homes at that time were
2 in foreclosure.

3 So I submitted them to Scott Boyd about a
4 year-and-a half ago. In that time I became the
5 president of the homeowners association. And we
6 have all worked very hard, including the entire
7 communities surrounding us, which is Chain Du Lac,
8 Lake Buynak, Windermere Country Club, Waterford
9 Point, Windermere Grand and the Estates of
10 Windermere and the Reserves at Belmere.

11 So I just wanted everyone to know that this is
12 a continuation of an entire community, and we are
13 the nucleus of it as the Windermere Club. And we
14 are trying as hard as we can to not have development
15 behind us and keep it permanent open space. Thank
16 you for listening.

17 MR. CANTERO: Thank you.

18 MR. WRIGHT: Good morning. Mel Wright, 2061
19 Roberts Point Drive in Windermere, 34786. I live in
20 the Waterford Point subdivision, which is right
21 across from the golf course. And I'm here on behalf
22 of myself individually, as well as the homeowners
23 association of our community. And we basically
24 adopt Mr. Glass' comments on behalf of Waterford
25 Point and oppose the development.

1 MR. CANTERO: Thank you.

2 Please say your name and address for the
3 record, sir.

4 MR. MACHESNI: Robert Machesni, 12549 Butler
5 Bay Court, Windermere, Florida. I will sign the
6 card when I leave, sir.

7 I'd just like to address the comments from the
8 commissioner about the viability of the golf course.
9 I'd like to report that we commissioned a group,
10 Hampton Golf in Jacksonville, to come and look at
11 the golf course. The golf course has great bones,
12 as they say. This company is headed by MG Orender,
13 who is the past president of the PGA of America.
14 This week alone, we had two groups, Billy Casper
15 Golf, I met with; also two independent groups, one
16 actually go on the property and view the property
17 two days ago. They say the property is fine. They
18 have tremendous interest. One of the groups is
19 actually going to submit an LOI to the owner at this
20 time, probably within a week. We have one Chinese
21 investment group that's also looking.

22 That's without any advertisement of it being
23 golf course if the owner chooses to sell it. That's
24 all I have. Thank you very much.

25 MR. CANTERO: I have no further comment cards,

1 and I don't see any other members of the public that
2 wishes to be heard. I will allow some time for the
3 Applicant to rebut.

4 MR. WILSON: First of all, as to the rezoning,
5 it is R-CE-C to R-CE-C along with the cluster plan
6 which is the 95 units. It wasn't meant to be a cost
7 over, but would be subject to the condition of
8 vacating the rights. Therefore, there would be no
9 approval of any change in the development on the
10 property. I do not agree that we waived anything.
11 This matter was continued to today, so here we are
12 on this matter.

13 Like I said before, from '85 and '86 through
14 today 177 101 3 existed. Everyone knew that meeting
15 two conditions in the code would come back and
16 vacate those rights. So as far as everybody's
17 reliance on it always being a golf course in
18 perpetuity, it's not the case. If the County wanted
19 that, they should have purchased the property and
20 given it back as a golf course. That's not what
21 happened. Everybody realized it was a plat note
22 that could have been vacated in the future.

23 As far as the comments about the County's
24 inability to transfer these back because it was held
25 for public use, it's not held for public use. It

1 was a plat dedication, then it was used as a private
2 golf country club that nobody has access to unless
3 you're a member. There are -- and it looks like
4 you're only going to consider whether or not it
5 should be dismissed or not. We do have a
6 presentation on the merits of the case, as well.
7 The appeal of this de novo, so I reserve to do that
8 presentation to the Board of County Commissioners.
9 I have nothing else.

10 MR. CANTERO: Okay. We will now close the --
11 well, County staff, County legal, he's reserving his
12 right to petition -- is that what you said, or to
13 present -- depending on the outcome of the vote; is
14 that what you're saying?

15 MR. WILSON: We have a presentation on the
16 merits. You're going to, it appears, going to
17 dismiss based on the staff's recommendation. The
18 appeal of this is a de novo hearing at the Board of
19 County Commissioners. We will preserve our right to
20 give that presentation at that time.

21 MS. EVERS: What I would say, Mr. Chairman, is
22 should the committee choose to make a vote on the
23 dismissal, if that fails, then you would move on to
24 the merits of the rezoning; at which point the
25 Applicant could make that presentation. Should this

1 commission uphold the dismissal of the case, then
2 the Applicant would have the ability to appeal that
3 decision to the BCC.

4 MR. CANTERO: All right. So the public hearing
5 is now closed for this matter. We are going to
6 bring it back to the panel for discussion.

7 I'll take the first shot at this. I think it's
8 very easy to look at this and start considering the
9 merits of a rezoning case. But the struggle that
10 I'm having with this matter is, I view this as a
11 two-prong analysis. Number one, do they have
12 standing? And what I'm looking at here is -- then
13 if they have standing then, you know, it now becomes
14 a question of whether the property is compatible and
15 consistent.

16 So the second prong of the analysis is then
17 looking at the rezoning matter. I'm going back to
18 what I've heard at the prior hearings, what I've
19 heard presented at this case -- or at this hearing
20 and my understanding of the staff report. And I'm
21 just going back -- and anybody on the panel can
22 correct me or County staff can correct me; my
23 understanding and the reason for us continuing this
24 case back in November of 2015 was that there was a
25 question of whether this applicant had development

1 rights, or whether he had granted those development
2 rights via a developer's agreement to the County.

3 My understanding is that the answer to that
4 question is yes; that developer's agreement is a
5 two-party agreement between the County and the
6 previous developer, and it runs with the land. It's
7 a contractual relationship. And my understanding is
8 that this developer -- or the previous developer,
9 let's just say the then developer -- entered into
10 this developer's agreement. The Board of County
11 Commissioners reviewed this case and on the question
12 of whether to vacate -- Petition to Vacate, and the
13 matter has been decided.

14 So now the rezoning application is back in
15 front of us as a board. And we are now to consider
16 whether to dismiss or hear it on the merits. I
17 haven't heard anything in the testimony today that
18 demonstrates to me in my view that this applicant
19 has passed the first prong of that analysis; that he
20 has standing, that his application is complete, that
21 this is not a moot point, that he has development
22 rights to proceed forward on a zoning application.

23 I'm struggling with that issue and my view
24 right now is that the Applicant has no standing. I
25 don't see how we can hear the zoning application

1 until we can answer that first question in the
2 affirmative. So the struggle for me is not whether
3 there's standing. But, you know, I also share some
4 of the views of Commissioner Baldocchi, you have a
5 property here that you look at and it's either going
6 to be a golf course or it's not going to be a golf
7 course. Either this current property owner is going
8 to maintain it or not maintain it. And so, you
9 know, what we decide here may or may not determine
10 that or find a solution for that problem.

11 But I'm having trouble going to the second
12 prong of this analysis. Because I'm of the view at
13 this point that this applicant lacks the standing to
14 move forward because they do not have development
15 rights. Those rights were granted to the County in
16 the form of a developer's agreement. The County had
17 an opportunity to hear that at the Board of County
18 Commission hearing. The matter was determined.
19 They declined to vacate that petition. So I don't
20 see that we could move forward with this. I am and
21 certainly inclined at this point to support a
22 dismissal motion.

23 MR. WEAN: Mr. Chairman, before there's a
24 motion, one of the speakers that spoke just at the
25 end I'd like to ask him a question if I may.

1 The gentleman from Waterford Point, are you
2 here?

3 MR. WRIGHT: Yes, sir.

4 MR. WEAN: May I ask you a question, sir?

5 MR. WRIGHT: Yes, sir.

6 MR. WEAN: Are you with the association?

7 MR. WRIGHT: Yes, sir.

8 MR. WEAN: Are you the president?

9 MR. WRIGHT: I am not the president.

10 MR. WEAN: Are you here on behalf of that
11 association?

12 MR. WRIGHT: Yes, sir. I was asked to speak on
13 behalf of the association.

14 MR. WEAN: What is the name of your
15 association's management company?

16 MR. WRIGHT: It's Asher Group.

17 MR. WEAN: Okay. I'm going to have to declare
18 a conflict. Is my law firm your association
19 attorney?

20 MR. WRIGHT: I don't know the answer to that
21 because I'm not on the board anymore. I was once on
22 the board.

23 MR. WEAN: According to my paralegal, we are,
24 so I'm going to declare a conflict.

25 MR. CANTERO: If you'd like to err on the side

1 of caution and declare a conflict --

2 MR. WEAN: I'm going to declare a conflict.

3 MR. CANTERO: We still have a quorum. We have
4 not taken a vote. The conflict has come to the
5 attention of Commissioner Wean. He has declared
6 that for the record -- potential for a conflict.

7 Did you have something to say Commissioner
8 Baldocchi?

9 MR. BALDOCCHI: I do. At first this reminded
10 me of a case. I don't remember the name of the
11 case. But it was International Drive south of Sand
12 Lake Road. We were looking at a rezoning and they
13 wanted to put up a parking garage and there was a
14 debate about internally whether or not they had the
15 right to put up that parking garage. And we decided
16 that was a separate matter from the zoning and that
17 was a contractual matter that had to be dealt
18 differently.

19 I also am concerned that as an engineer we
20 sometimes bring things to the County that we don't
21 have all the development rights for. For instance,
22 there may be a power easement running through a
23 piece of property, we don't have development rights;
24 but we need the rezoning to try to negotiate with
25 the power company. Listening to the attorneys, and

1 Chris Wilson put some stuff up there and I am sure
2 he was very careful; the County accepted his
3 application. So is there a due process we have to
4 put him through? I've been here seven years and
5 I've never even known dismissal at this point was an
6 option.

7 Because once someone gets an application, I
8 thought we needed to make the determination. And
9 I'm in no way arguing in favor of this. I'm just
10 concerned of what the County's obligations are at
11 this point.

12 MS. EVERS: If I could address a couple points.
13 Sounds like the parking garage issue you raised, was
14 that the Hollywood Plaza parking garage?

15 MR. BALDOCCHI: Yes.

16 MS. EVERS: Those were entirely private rights.
17 That wasn't a County issue. What we are dealing
18 with here are development rights that were dedicated
19 to the County specifically. They are on the plat.
20 They were dedicated via the PSP and a development
21 agreement. And those were dedicated pursuant to
22 code provisions at the time in order to get the
23 cluster plan zoning.

24 MR. BALDOCCHI: I understand. But how is that
25 different than dedicating rights to another private

1 entity? I know we are the County, but in the legal
2 world, how is that any different as to dedicating
3 those rights to another party?

4 MS. EVERS: Because if you're designating it to
5 another party that's a private agreement. We are
6 dealing with a public right here; something that's
7 on the plat that obviously you heard folks rely on
8 when they purchased their property.

9 The other point that you made, the other
10 question that you had with regard to the
11 application, there is no doubt this one is very
12 different. I don't think anybody I've talked to on
13 County staff that's been here for decades has ever
14 dealt with this particular issue, in terms of trying
15 to vacate development rights off a plat and from a
16 developer's agreement. So I think in terms of the
17 application what happened was staff was trying to
18 figure out a way to give the Applicant their due
19 process and allow them to go through a process with
20 the County to ask this question.

21 But you'll recall when this came back to this
22 committee in November of last year, the committee
23 continued it and said, we can't hear your rezoning
24 unless you get the County to vacate the development
25 rights and the access rights to Tract A. That

1 didn't happen. So that's why we are back here
2 today. And I think the issue is, as has been stated
3 pretty succinctly up here, standing. I don't think
4 there's standing at this point for them to proceed
5 forward with this.

6 MR. BALDOCCHI: I understand. I think we gave
7 them kind the option last time -- it appeared we
8 were going to vote to deny. And they said, you can
9 have the option to go get the development rights.

10 But anyway the other thing, I do think on being
11 up here for seven years I've heard a lot of times
12 people come up and say, how can we be sure this will
13 never change. My answer has always been, you can't.
14 You know four votes of the commission can change
15 anything. But in this case, I think that the
16 previous commission was sending a very strong
17 message to future commissions by having those rights
18 dedicated to the County. And I think it's a serious
19 matter and they were -- so I would be inclined to
20 honor that whatever way we need to. I just want to
21 make sure we are doing the right process.

22 MR. CANTERO: Understood. What I'm hearing
23 from County legal we are within our right to bring a
24 motion to dismiss if we should so decide.

25 MR. BALDOCCHI: Then I would be inclined to

1 follow their advice.

2 MS. DEMOSTENE: Because I'm not an attorney and
3 I have to rely on the rest of you folks to provide
4 that background, I still put on my hat as a planner;
5 and I look at it as consistence, compliance and
6 compatibility. I think that it's definitely
7 inconsistent with the comprehensive plan. I think
8 it's not consistent with a number of policies and --
9 a number of things inconsistent. I think that it's
10 noncompliant with the land development code for a
11 number of reasons; really to the open space, the
12 previous cluster plan. And then just for my
13 compliant reviews, I look at it like it is
14 incomplete; which goes back to the compliance with
15 land development code and having a compliant plan.
16 So I can see where that can come in.

17 Then I look at the compatibility. And looking
18 at the plan and what's out there, the previous open
19 space and how it impacts that. And I would
20 definitely says it's not compatible either. I
21 realize that staff and the County attorney's office
22 is asking us to make a recommendation of dismissal.
23 I would ask that we also include a finding about it
24 being not compliant and not compatible and
25 inconsistent as a whole.

1 MS. EVERS: Just to clarify, if you're going to
2 make a motion for dismissal, you don't ever get to
3 say whether it is compliant; because you have not
4 had that hearing today; you've not considered the
5 rest of it. So I think either you're going to make
6 a motion for dismissal or move on to the merits of
7 the rezoning. But I don't think you combine the
8 two.

9 MS. DEMOSTENE: Because I still look at
10 everything else says no regardless, so then I just
11 have to rely on County staff.

12 MR. BARRETT: Mr. Chairman, is a motion in
13 order?

14 MR. CANTERO: There's been no motion presented.

15 MR. BARRETT: I place a motion we decline to
16 consider the rezoning application on the merits of
17 the zoning application and dismiss the case.

18 MR. DIVECCHIO: Second.

19 MR. CANTERO: We have a motion and a second.
20 We had a motion by Commissioner Barrett a second by
21 Commissioner Divecchio.

22 Is there any further discussion?

23 We will bring the matter for a vote. All those
24 in favor say aye.

25 (Collective ayes.)

1 MR. CANTERO: Opposed?

2 Motion carries.

3 MR. ARDAMAN: Thank you very much.

4 (Proceedings concluded at 10:20 a.m.)

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1 C E R T I F I C A T E

2 STATE OF FLORIDA:

3 COUNTY OF ORANGE:

4

5 I, JOANNE HAHN, RPR, being a Registered
6 Professional Reporter and Notary Public, State of Florida
7 at Large, do hereby certify that I was authorized to and
8 did, in Stenotype shorthand, report the foregoing
9 proceedings had at the time and place herein designated;
10 and that my shorthand notes were thereafter reduced to
11 typewriting, by me, through computer-aided transcription;
12 and that the foregoing pages, numbered 3 through 53,
13 inclusive, constitute a true, complete and accurate
14 transcription of my said notes taken therein.

15

16 Witness my hand and official seal on this 30th
17 day of November, 2016.

18

19

20

21

22

Joanne Hahn

23

JOANNE HAHN, RPR
Notary Public - State of Florida
Commission No.: FF 111272
Expires: May 8, 2018

24

25

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ORANGE COUNTY PLANNING AND ZONING COMMISSION
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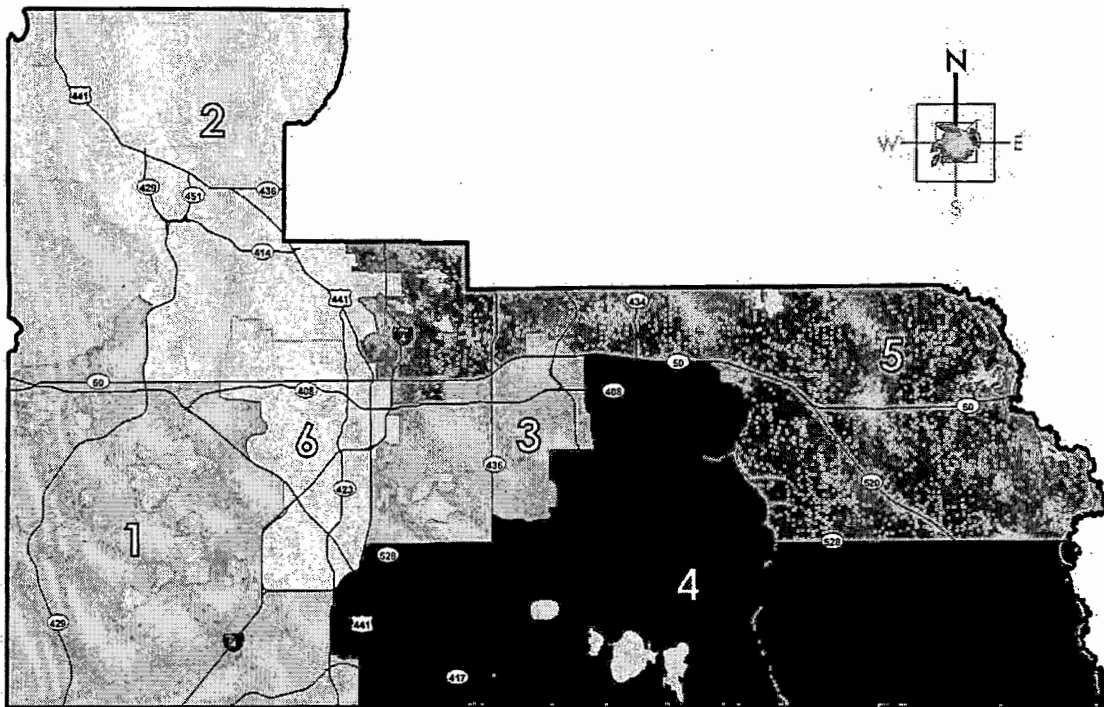


PLANNING AND ZONING COMMISSION

LOCAL PLANNING AGENCY

**REZONING
STAFF REPORTS**

NOVEMBER 17, 2016



PREPARED BY:
ORANGE COUNTY GOVERNMENT
PLANNING DIVISION | CURRENT PLANNING SECTION

**Planning and Zoning Commission /
Local Planning Agency
(PZC / LPA)**



James Dunn District #1

Marvin Barrett District #2

Tina Demostene District #3

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Vice - Chairman

Paul Wean At Large

Yog Melwani At Large

Jose Cantero At Large
Chairman

Case Planner:
Steven Thorp

Rezoning Staff Report
Orange County Planning Division
PZC Hearing Date: November 17, 2016

CASE # RZ-15-10-038

Commission District: # 1

GENERAL INFORMATION

APPLICANT	Jamie T. Poulos, Poulos & Bennett, LLC
OWNER	Windermere Country Club
HEARING TYPE	Planning and Zoning Commission
PROJECT NAME	Butler Bay Cluster Plan
REQUEST	<p>R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster District)</p> <p><i>To amend the existing Butler Bay Cluster Plan and rezone two (2) parcels consisting of 155.00 gross acres from R-CE-C to R-CE-C, in order to redevelop the existing Windermere Golf Course and Club House with 95 single-family detached residential homes on minimum ½-acre lots.</i></p>
LOCATION	2710 and 2730 Butler Bay Dr. North; or generally located north of Lake Butler Boulevard, east of McKinnon Road, southeast of Lake Roberts, and west of Lake Crescent
PARCEL ID NUMBERS	01-23-27-1108-00-001 and 01-23-27-1117-00-001
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Five-hundred twenty-three (523) notices were mailed to those property owners in the mailing area. A community meeting was also held for this application on October 13, 2015 at Windermere Elementary School (<i>refer to meeting summary on page 6</i>).
TRACT SIZE	155.00 gross acres
PROPOSED USE	Ninety-five (95) single-family lots with one (1) detached residential home per lot.

STAFF RECOMMENDATION

This hearing was originally opened by the PZC on November 17, 2015, but was continued to April 21, 2016, in order to allow the applicant to do the following:

- (1) Submit a Petition-to-Vacate (PTV) pursuant to Section 171.101(3), Florida Statutes, requesting that the Board of County Commissioners (BCC) amend the Butler Bay Unit 3 plat recorded at Plat Book 18, Page 4, by removing two notes on the plat that did the following: (a) dedicated to Orange County development rights to Tract "A" (the property that's the subject of this rezoning request); and (b) dedicated to the County access rights from Tract "A" to McKinnon Road and Lake Butler Blvd.; and
- (2) Request and receive approval by the BCC of an amendment to that certain Developer's Agreement by and between Windermere Lakes, Ltd., a Florida limited partnership, and County, approved by the BCC on February 24, 1986, and recorded at OR Book 3537, Page 1536, in order to amend and/or remove the references to the restrictions regarding development rights and access to Tract A.

The two notes on the Butler Bay Unit 3 plat, Notes 12 and 13, read in relevant part as follows:

12. Development rights to . . . Tract A are dedicated to Orange County, Florida.

13. Access rights from . . . Tract A to McKinnon Road & Lake Butler Blvd. are dedicated to Orange County, Florida.

This hearing was continued by the PZC again in July and September 2016 because the applicant's PTV application had not yet been heard by the BCC.

On October 18, 2016, the BCC heard the applicant's PTV request, and denied the request. A copy of the BCC's decision is included with this staff report on page 3.

Because development rights to Tract "A" and access rights from Tract "A" remain with the County, the staff's position is that applicant doesn't have the right to rezone or redevelop Tract "A" without those development rights and access rights.

In conclusion, in light of the BCC's recent denial of the applicant's PTV, the applicant is unable to rezone or redevelop the subject property. **Staff therefore recommends that the PZC decline to consider the rezoning application or the merits of the rezoning application, and dismiss this case.**



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Decision Letter

Board of County Commissioners

Tuesday, October 18, 2016

2:00 PM

County Commission Chambers

16-060

Plat Vacation

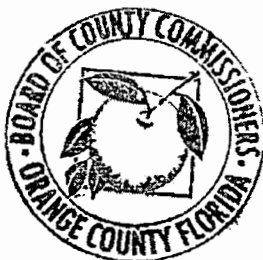
Bryan DeCunha on behalf of Windermere Country Club, LLC, Petition to Vacate the development and access rights of Tract A (Golf Course) of the Butler Bay - Unit Three development; District 1

Consideration: Windermere County Club Plat Vacation, Petition to vacate the development and access rights of Tract A (Golf Course) of the Butler Bay - Unit Three development dedicated to Orange County per the plat of Butler Bay - Unit Three.

Location: District 1 The parcel address is 2710 Butler Bay Drive North; S01/T23/R27; Orange County, Florida (legal property description on file in Development Engineering Division)

A motion was made by Commissioner Boyd, seconded by Commissioner Siplin, that this item be denied. The motion carried by the following vote:

Aye: 7 - Mayor Jacobs, Commissioner Nelson, Commissioner Thompson, Commissioner Clarke, Commissioner Boyd, Commissioner Edwards, and Commissioner Siplin



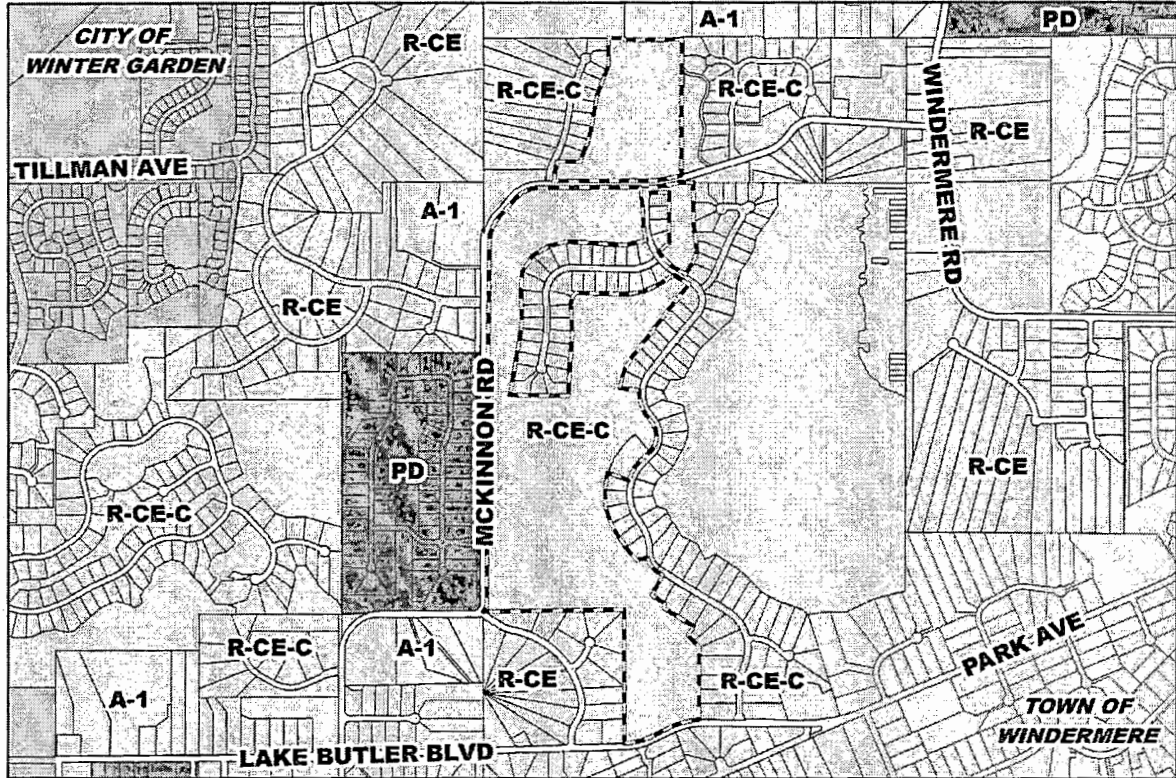
THE FOREGOING DECISION HAS BEEN FILED WITH ME
THIS 9TH DAY OF NOVEMBER 2016.

Mali Poy
for DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Note: This document constitutes the final decision of the Board of County Commissioners on this matter. If, upon the Board's subsequent review and approval of its minutes, an error affecting this final decision is discovered, a corrected final decision will be prepared, filed, and distributed.
np

RZ-15-10-038



 Subject Property



★ Subject Property

ZONING MAP

ZONING: R-CE-C (Country Estate Cluster District) to
 R-CE-C (Country Estate Cluster District)

APPLICANT: Jamie Poulos, Poulos and Bennett, LLC

LOCATION: 2710 and 2730 Butler Bay Drive North; or
 generally located north of Lake Butler
 Boulevard, between McKinnon Road and
 Butler Bay Drive North, and southeast of
 Lake Roberts

TRACT SIZE: 155.00 gross acres

DISTRICT: # 1

S/T/R: 01/23/27

1 inch = 1,399 feet





Subject Property



Subject Property

Future Land Use Map

FLUM: Rural Settlement 1/1 (RS 1/1)

APPLICANT: Jamie Poulos, Poulos and Bennett, LLC

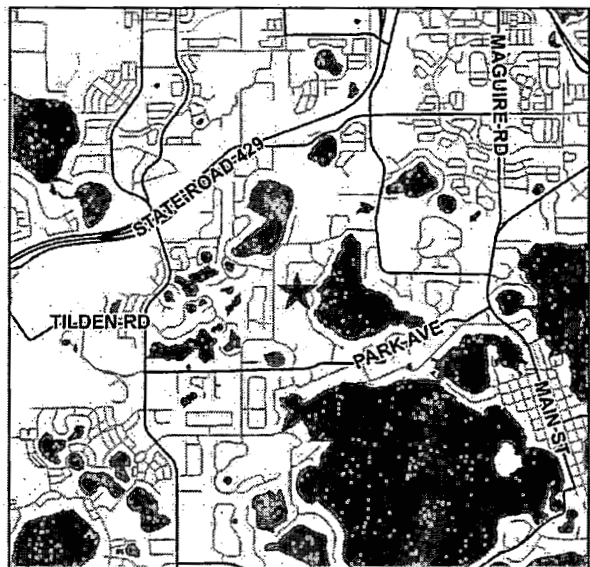
LOCATION: 2710 and 2730 Butler Bay Drive North; or generally located north of Lake Butler Boulevard, between McKinnon Road and Butler Bay Drive North, and southeast of Lake Roberts

TRACT SIZE: 155.00 gross acres

DISTRICT: # 1

S/T/R: 01/23/27

1 inch = 1,399 feet



RZ-15-10-038



 Subject Property

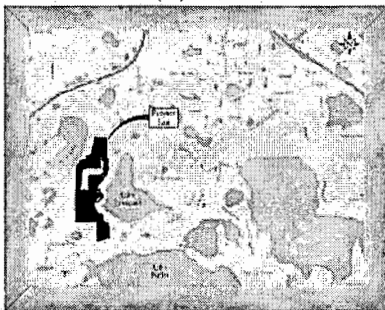


1 inch = 1,000 feet

Cluster Plan for Lake Butler Bay Cluster Development Plan RZ-15-10-038 Orange County, FL

Parcel Id. No.:
01-23-27-1108-00-001
01-23-27-1117-00-001

Applicant:
Windemere Country Club
2710 Butler Bay Dr. N.
Windemere, FL 34786
(907) 547-7774



Vicinity Map
Scale 1" = 330'

Sheet Id.	Sheet Index Sheet Title	Status / Rev.				
		1	2	3	4	5
C1.00	Planning Conditions					
C2.00	Land Use Plan					
C3.00	See Data					
	Reference Description					
R1.0	Boundary Survey					
	Plan					
	Information					
	06/19/2015					
	11/11/2015					

Civil Engineer:
Foulou & Bennett, LLC
2002 E. Lakeview St.
Orlando, FL 32803
(407) 481-2351

Surveyor:
Land Tech Surveying & Mapping
2002 E. Lakeview St.
Orlando, FL 32803
(407) 481-2351

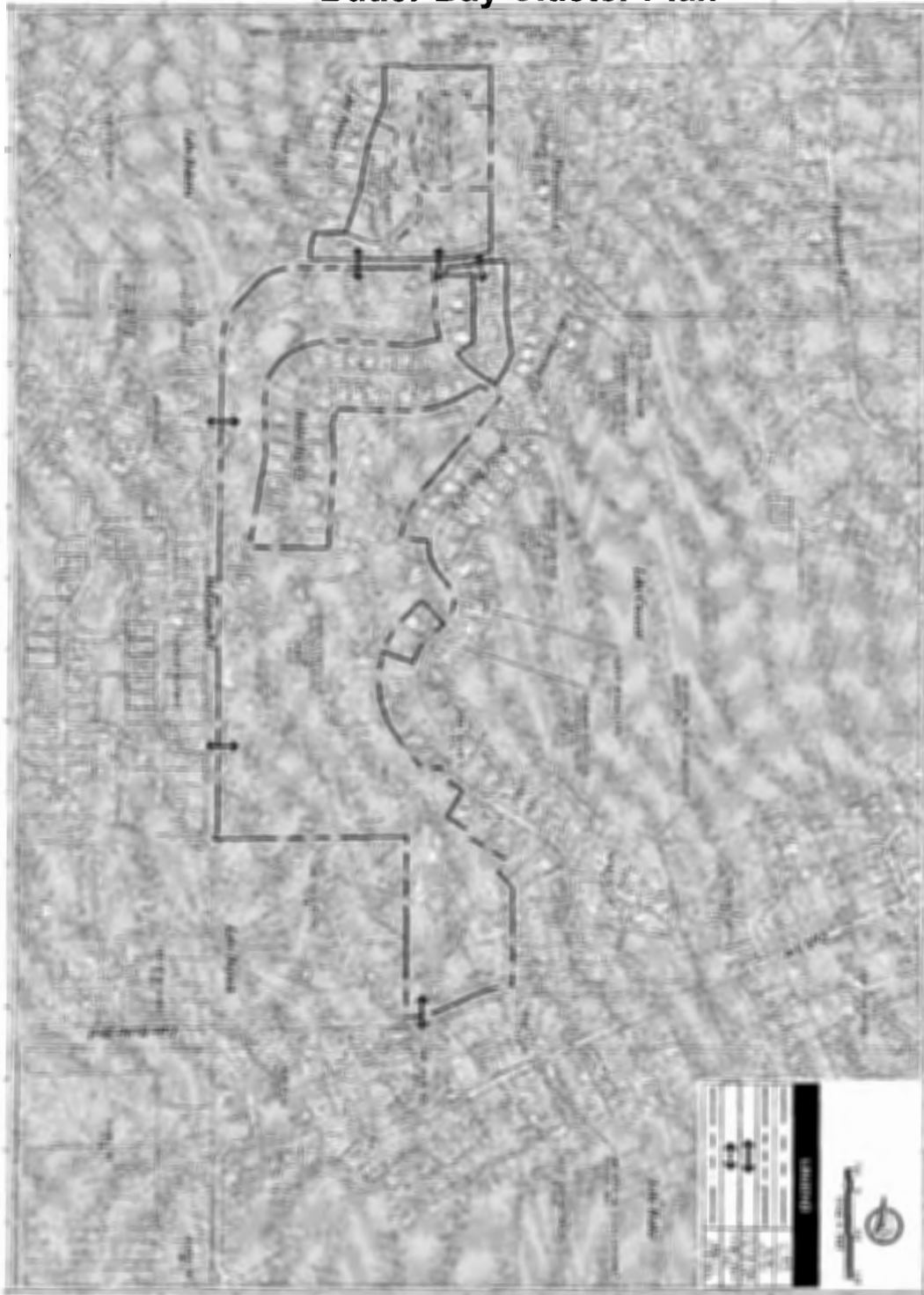
Environmental Consultant:
Bio-Tech Consulting, Inc.
2002 E. Lakeview St.
Orlando, FL 32803
(407) 481-2351

FOULOU & BENNETT
2002 E. Lakeview St., Orlando, FL 32803
Tel: 407-481-2351 www.foulouandbennett.com
Reg. No. 15151
13-101

Butler Bay Cluster Plan / Cover Sheet

Rezoning Staff Report
Orange County Planning Division
PZC Hearing Date: November 17, 2016

Butler Bay Cluster Plan



Page 4

Orange

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2. LAND SUBDIVISION
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Butler Bay
 Cluster Development
 Plan

RZ-15-00-018

ORANGE COUNTY FL
 BUTLER BAY
 LAND USE PLAN

Date: 11/15/16

CZ100

Butler Bay
 Cluster Development
 Plan

PROJECT DATA SUMMARY**GENERAL INFORMATION**

LOCATION: SOUTH AND EAST OF THE DANIEL WEBSTER WESTERN BELTWAY, NORTH OF LAKE BUTLER, AND IMMEDIATELY WEST OF LAKE CHERRY.

AREA:
155.3 AC. OVERALL GOLF COURSE AREA PER BOUNDARY SURVEY
12.6 AC. TOTAL PLATTED CONSERVATION AREA
142.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY

EXISTING USES:

GOLF COURSE / CLUB HOUSE / TENNIS COURTS

PROPOSED USES:

RESIDENTIAL, SINGLE FAMILY DETACHED.

EXISTING ZONING / DENSITY:

R-EE-C / 0.85 DU/AC

PROPOSED ZONING / DENSITY:

R-EE-C / 1.0 DU/AC

FUTURE LAND USE:

RURAL SETTLEMENT 3/A

WATER SERVICE:

ORANGE COUNTY UTILITIES - SERVICE AVAILABLE VIA MCKINNON RD AND LAKE BUTLER BLVD

WASTE WATER SERVICE:

ON-SITE SEPTIC

RECLAIM WATER SERVICE:

ORANGE COUNTY UTILITIES - CONNECTION TO EXISTING RECLAIMED WATER TO BE DETERMINED AT THE TIME OF PSP APPROVAL.

STORMWATER:

THE PROJECT WILL BE SERVICED BY A MASTER STORMWATER SYSTEM. THE MASTER STORMWATER SYSTEM WILL BE DESIGNED TO MEET THE REQUIREMENTS OF THE ORANGE COUNTY SUBDIVISION REGULATIONS AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGULATIONS. THE LOCATIONS AND SIZE OF THE MASTER STORMWATER MANAGEMENT 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 MCKINNON ROAD AND LAKE BUTLER BOULEVARD TO BE ADDRESSED AT THE PRELIMINARY SUBDIVISION PLAN STAGE.
2. GATED ACCESS SHALL BE PER ORANGE COUNTY GATED COMMUNITY ORDINANCE, ARTICLE VII OF THE LAND DEVELOPMENT CODE AND SHALL BE ADDRESSED AT THE PRELIMINARY SUBDIVISION PLAN STAGE.
3. SUBDIVISION ROADWAY CROSS SECTIONS SHALL BE DEVELOPED AND APPROVED WITH THE PSP.

LOT STANDARDS

MIN. LOT SIZE 0.30 AC.
MIN. LOT WIDTH 100 FT.
MIN. LIVING AREA 2,400 SQ. FT.
MAX. BLDG HEIGHT 2-STORY/35 FT.
MAX. LOT COVERAGE 60%

SETBACKS

FRONT 30 FT.
SIDE 10 FT.
REAR 25 FT.
SIDE 50 FT.

LAND USE & SITE DATA SUMMARY

Land Use District	Total Area (Ac.)	Conservation Area (Ac.)	Developable Area ⁽¹⁾ (Ac.)	Net Density	Total Units Allowed per Net Density	Proposed Units	Stormwater Agent Acres (15%)(Ac.)	Common Open Space ⁽³⁾ (Ac.)	Recreation / Park ⁽⁴⁾ (Ac.)
Residential	155.30	12.6	142.70	1 du/Acre	142 ⁽²⁾	95 ⁽²⁾	21.41	0	0.74

(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(e), Residential Cluster Developments with Gross Density less than or equal to 1 unit/acre, no common open space is required.

(4) Recreation/Park: Per Orange County Subdivision Regulations, recreation/park space required - 2.5 Ac./1000 residents, 3.1 residents per home.

STUDENT POPULATION PER D.C.			
School Type	Residential Units	Multiplier per DCSO	Student Population
Elementary Students	95	0.196	19
Middle-School Students	95	0.100	10
High School Students	95	0.114	11
Total Students:			41

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

*NOTE: BASED ON ITE TRIP GENERATION / 9TH EDITION

¹NOTE: BASED ON ITE TRIP GENERATION - 9TH EDITION

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 AC. X 0.85 UNITS/AC. = 280 UNITS

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

327 UNITS TOTAL EXISTING PLATTED UNITS IN CLUSTER PLAN (PER PLATS)
327 UNITS - 280 UNITS = 47 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 UNITS - 47 UNITS = 95 UNITS

MISCELLANEOUS NOTES

1. THERE WILL BE A MINIMUM 50' TRACT DEDICATED TO AND MAINTAINED BY THE PROPOSED HOMEOWNERS ASSOCIATION (HOA) (WHETHER ANY PROPOSED LOTS ON INTERNAL ROADWAYS AND EXISTING HOMES - LOTS WITHIN THIS TRACT) WILL BE LIMITED TO STORMWATER MANAGEMENT, LANDSCAPE AND/OR PERIMETER WALLS.
2. A MASTER UTILITY PLAN (MUP) FOR THIS DEVELOPMENT SHALL BE SUBMITTED TO ORANGE COUNTY UTILITIES AT LEAST THIRTY (30) DAYS PRIOR TO SUBMITTAL OF THE FIRST SET OF CONSTRUCTION PLANS. THE MUP MUST BE APPROVED PRIOR TO CONSTRUCTION PLAN APPROVAL.
3. AN APPLICATION FOR CONSERVATION AREA DETERMINATION (CAD-35-09-106) DETERMINING WETLAND AND SURFACE WATERS HAS BEEN SUBMITTED AND PENDING COUNTY APPROVAL OF SURVEYED WETLANDS. NO WETLAND OR BUFFER ENCROACHMENTS SHALL BE PERMITTED UNTIL A WETLAND PERMIT IS APPROVED CONSISTENT WITH ORANGE COUNTY CODE CHAPTER 15. APPROVAL OF THIS PLAN DOES NOT AUTHORIZE ANY DIRECT OR INDIRECT CONSERVATION AREA IMPACTS.
4. PRIOR TO MASS GRADING, CLEARING, GRUBBING OR CONSTRUCTION, THE APPLICANT IS HEREBY NOTICED THAT THE SITE MUST COMPLY WITH HABITAT PROTECTION REGULATIONS OF THE U.S. FISH AND WILDLIFE SERVICE (USFWS) AND THE FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC).

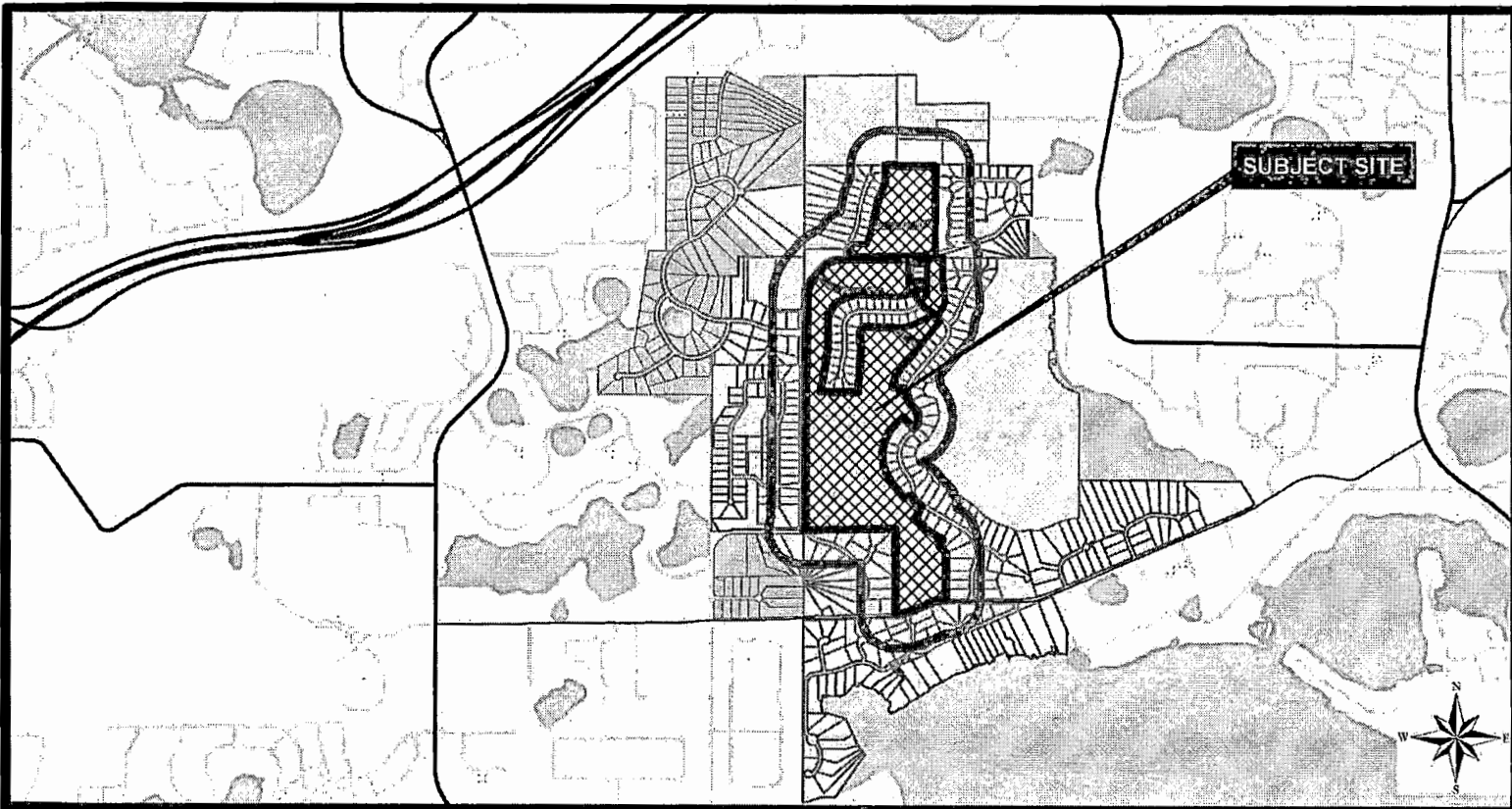
Butler Bay Cluster Plan (Site Datum)

Orange County Planning Division
PZC Hearing Date: November 17, 2016








Rezoning Staff Report

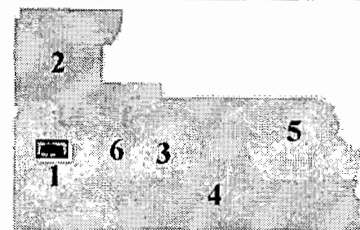
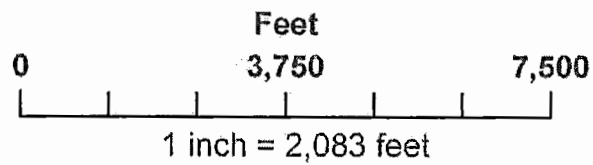
Notification Map

Public Notification Map
 RZ-15-10-038
 523 Notices



Legend

 PARCELS	 SELECTED PARCELS
 SUBJECT	 ADDITIONAL
 500 FT BUFFER	 ADDITIONAL PARCELS
	 HYDROLOGY



\\Ocnas\gmdept\Business Systems\Board Administration\PZC\201511\November\RZ-15-10-038\MAP.mxd



PLANNING & ZONING COMMISSION REZONING APPEAL APPLICATION

Orange County Planning Division
201 South Rosalind Avenue, 2nd Floor,
Post Office Box 1393
Orlando, Florida 32802-1393

Main Line: (407) 836-5600
P&ZC Secretary: (407) 836-5632

RECEIVED

NOV 18 2016

Date: November 18, 2016

Planning Division

Appellant: Jamie Poulos, P.E. (Applicant) and Windermere Country Club, LLC (Owner)

(Print or type name)

Representing: Windermere Country Club, LLC (Owner)

(Print or type company, group, or organization name)

Address: 2710 Butler Bay Drive North

Windermere, FL 34786

Telephone: 407-876-1112

Fax:

E-mail: bdecunha@aol.com

Respectfully request an appeal of the decision regarding rezoning number RZ - 1 5 - 1 0 - 0 3 8,

the Applicant being Windermere Country Club, LLC

(Print or type Applicant name)

, rendered by the Orange

County Planning & Zoning Commission on November 17, 2016

Reason for appeal (provide a brief summary or attach additional documentation if necessary):

Planning and Zoning Commission improperly dismissed the rezoning case when Applicant had a

complete application that met the requirements of Orange Code, did not dedicate the right to seek

rezoning to the County and was entitled to have a hearing on the merits of its application.

FEE: \$483.00 Planning & Zoning Commission appeals. Make check payable to the
Orange County Board of County Commissioners.

NOTE: The Clerk of the Board will notify you of the date of your appeal.



OFFICIAL RECEIPT
Orange County
201 S. Rosalind Avenue
Orlando, FL 32802

Receipt Date: 11/18/16
Receipt #: 278818
Cashier Name: Beverly Loughery

Payee Information:

Poulos & Bennett, LLC (Mr. Jamie T. Poulos)
2602 E Livingston St.
Orlando, FL, 32803

Ref #: RZ-15-10-038

Receipt #: 278818

Project Name#: Butler Bay Cluster Plan

Parcel ID: 01-23-27-1108-00-001

Fee Description	Amount
RZ Appeal Fee (Planning)	\$483.00

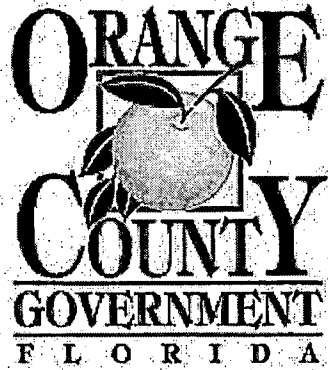
Record Total: \$483.00

Payment Total: \$483.00

Payment Method	Payee Name	Payment Comments	Amount
CHECK	Poulos & Bennett, LLC (Mr. Jamie T. Poulos)	3141	\$483.00
Total:			\$483.00

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.



Invoice # 3497471
Amount - \$483.00

Invoice Date - November 18, 2016
Folder Name - Butler Bay Cluster Plan
Folder Number - RZ-15-10-038
Issued By - Steven Thorp
Invoiced To - Mr. Jamie T. Poulos



Interoffice Memorandum

January 12, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: John Smoger, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: January 24, 2017 - Public Hearing
Appellant: Bryan DeCunha, Windermere Country Club, LLC
Applicant: Jamie T. Poulos, Poulos & Bennett, LLC
Conventional Rezoning Case # RZ-15-10-038

This request is an appeal of the November 17, 2016, Planning and Zoning Commission (PZC) decision to dismiss the aforementioned rezoning application.

A Petition to Vacate (PTV) application involving the subject property was previously submitted by the applicant to vacate the development and access rights that were conveyed to Orange County via plat notes (the "Development Rights"). However, on October 18, 2016, the Board of County Commissioners (BCC) voted to deny the applicant's PTV application. As a result of the applicant's failure to obtain the development and access rights to the subject property, the Planning and Zoning Commission (PZC) dismissed the rezoning application on November 17, 2016.

This appeal was received from the appellant on November 18, 2016. Subsequently, on December 9, 2016, the appellant filed a Petition for Writ of Mandamus, and in the alternative, Petition for Writ of Certiorari asking the Circuit Court to order the BCC to vacate the applicable Development Rights, or, alternatively, to quash the BCC's decision to deny the PTV application (the "Litigation"). Given that the outcome of the Litigation will impact how this appeal is handled, the County Attorney's office has opined that the BCC should not consider the appeal until such time as a final decision on the Litigation is rendered.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14. Copies of these forms may be obtained in the Planning Division for further reference.

ACTION REQUESTED: Continue the appeal of the November 17, 2016, PZC dismissal of Case #RZ-15-10-038 (Butler Bay Cluster Plan) until such time as a final decision on the Litigation has been rendered. District 1

Attachment

GENERAL INFORMATION

APPLICANT	Jamie T. Poulos, Poulos & Bennett, LLC
OWNER	Bryan DeCunha, Windermere Country Club, LLC
HEARING TYPE	Planning and Zoning Commission (PZC)
PROJECT NAME	Butler Bay Cluster Plan
REQUEST	<p>R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster District)</p> <p><i>To amend the existing Butler Bay Cluster Plan and rezone two (2) parcels consisting of 155.00 gross acres from R-CE-C to R-CE-C, in order to redevelop the existing Windermere Golf Course and Club House with 95 single-family detached residential homes on minimum ½-acre lots.</i></p>
LOCATION	2710 and 2730 Butler Bay Dr. North; or generally located north of Lake Butler Boulevard, east of McKinnon Road, southeast of Lake Roberts, and west of Lake Crescent
PARCEL ID NUMBERS	01-23-27-1108-00-001 and 01-23-27-1117-00-001
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Five-hundred twenty-three (523) notices were mailed to those property owners in the mailing area.
TRACT SIZE	155.00 gross acres
PROPOSED USE	Ninety-five (95) single-family lots with one (1) detached residential home per lot.

STAFF RECOMMENDATION TO THE PZC

This hearing was originally opened by the PZC on November 17, 2015, but was continued to April 21, 2016, in order to allow the applicant to do the following:

- (1) Submit a Petition-to-Vacate (PTV) pursuant to Section 171.101(3), Florida Statutes, requesting that the Board of County Commissioners (BCC) amend the Butler Bay Unit 3 plat recorded at Plat Book 18, Page 4, by removing two notes on the plat that did the following: (a) dedicated to Orange County development rights to Tract "A" (the property

that's the subject of this rezoning request); and (b) dedicated to the County access rights from Tract "A" to McKinnon Road and Lake Butler Blvd.; and

- (2) Request and receive approval by the BCC of an amendment to that certain Developer's Agreement by and between Windermere Lakes, Ltd., a Florida limited partnership, and County, approved by the BCC on February 24, 1986, and recorded at OR Book 3537, Page 1536, in order to amend and/or remove the references to the restrictions regarding development rights and access to Tract A.

The two notes on the Butler Bay Unit 3 plat, Notes 12 and 13, read in relevant part as follows:

12. Development rights to....Tract A are dedicated to Orange County, Florida.

13. Access rights fromTract A to McKinnon Road & Lake Butler Blvd. are dedicated to Orange County, Florida.

This hearing was continued by the PZC again in July and September 2016 because the applicant's PTV application had not yet been heard by the BCC.

On October 18, 2016, the BCC heard the applicant's PTV request, and denied the request. A copy of the BCC's decision is included with this staff report on page 3.

Because development rights to Tract "A" and access rights from Tract "A" remain with the County, the staff's position is that applicant doesn't have the right to rezone or redevelop Tract "A" without those development rights and access rights.

In conclusion, in light of the BCC's recent denial of the applicant's PTV, the applicant is unable to rezone or redevelop the subject property. Staff therefore recommends that the PZC decline to consider the rezoning application or the merits of the rezoning application, and dismiss this case.

PLANNING AND ZONING COMMISSION (PZC) ACTION – (November 17, 2016)

Declined to consider the rezoning application or the merits of the rezoning application, and dismissed the case.

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

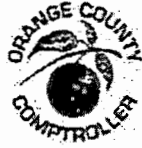
The staff report was presented to the PZC with the recommendation that they decline to consider the rezoning application or its merits, and dismiss the case.

Staff indicated that five hundred twenty-three (523) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property, with sixty-eight (68) responses in opposition and zero (0) in favor of the request received. Finally, the applicant was present and expressed opposition to the staff recommendation.

Following a presentation by the applicant, public testimony, and a lengthy discussion amongst PZC members, a motion was made by Commissioner Barrett to decline

consideration of the rezoning application or its merits, and dismiss the case. Commissioner DiVecchio seconded the motion, which was then carried on a 6-0 vote.

Motion / Second	<i>Marvin Barrett / Pat DiVecchio</i>
Voting in Favor <i>(of the motion)</i>	<i>Marvin Barrett, Pat DiVecchio, JaJa Wade, Tina Demostene, Rick Baldocchi, and Jose Cantero</i>
Voting in Opposition <i>(of the motion)</i>	<i>None</i>
Recused	<i>Paul Wean</i>
Absent	<i>James Dunn and Yog Melwani</i>



Orange County Government

Decision Letter

Board of County Commissioners

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Tuesday, October 18, 2016

2:00 PM

County Commission Chambers

16-060

Plat Vacation

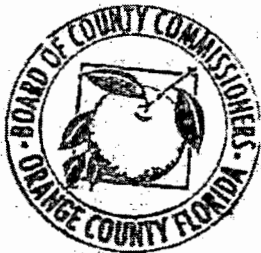
Bryan DeCunha on behalf of Windermere Country Club, LLC, Petition to Vacate the development and access rights of Tract A (Golf Course) of the Butler Bay - Unit Three development; District 1

Consideration: Windermere Country Club Plat Vacation, Petition to vacate the development and access rights of Tract A (Golf Course) of the Butler Bay - Unit Three development dedicated to Orange County per the plat of Butler Bay - Unit Three.

Location: District 1. The parcel address is 2710 Butler Bay Drive North; S01/T23/R27; Orange County, Florida (legal property description on file in Development Engineering Division)

A motion was made by Commissioner Boyd, seconded by Commissioner Siplin, that this item be denied. The motion carried by the following vote:

Aye: 7 - Mayor Jacobs, Commissioner Nelson, Commissioner Thompson, Commissioner Clarke, Commissioner Boyd, Commissioner Edwards, and Commissioner Siplin



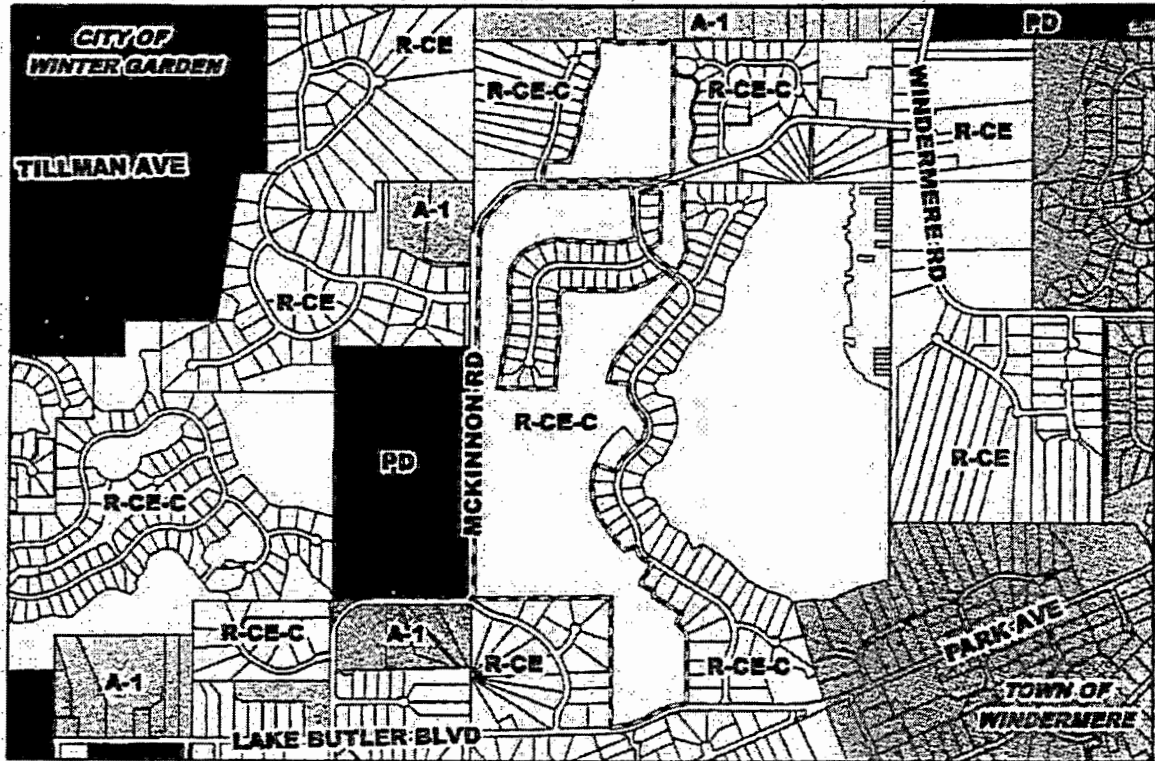
THE FOREGOING DECISION HAS BEEN FILED WITH ME
THIS 9TH DAY OF NOVEMBER 2016.

Nali P...
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Note: This document constitutes the final decision of the Board of County Commissioners on this matter. If, upon the Board's subsequent review and approval of its minutes, an error affecting this final decision is discovered, a corrected final decision will be prepared, filed, and distributed.
np

RZ-15-10-038



 Subject Property



★ Subject Property

ZONING MAP

ZONING: R-CE-C (Country Estate Cluster District) to
 R-CE-C (Country Estate Cluster District)

APPLICANT: Jamie Poulos, Poulos and Bennett, LLC

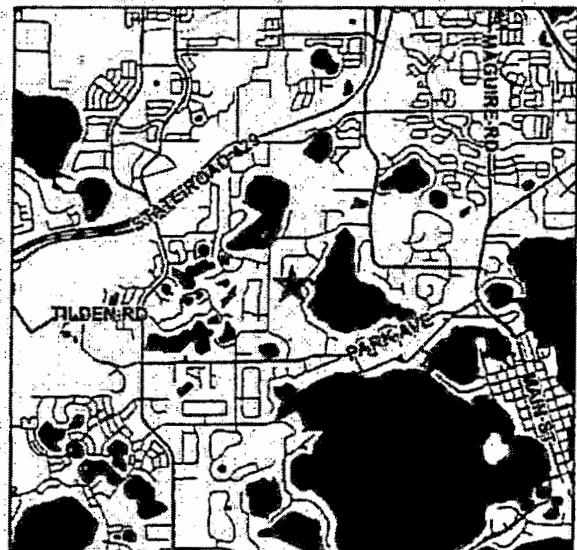
LOCATION: 2710 and 2730 Butler Bay Drive North; or
 generally located north of Lake Butler
 Boulevard, between McKinnon Road and
 Butler Bay Drive North, and southeast of
 Lake Roberts

TRACT SIZE: 165.00 gross acres

DISTRICT: # 1

S/T/R: 01/23/27

1 inch = 1,399 feet



RZ-15-10-038



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Rural Settlement 1/1 (RS 1/1)

APPLICANT: Jamie Poulos, Poulos and Bennett, LLC

LOCATION: 2710 and 2730 Butler Bay Drive North; or generally located north of Lake Butler Boulevard, between McKinnon Road and Butler Bay Drive North, and southeast of Lake Roberts

TRACT SIZE: 155.00 gross acres

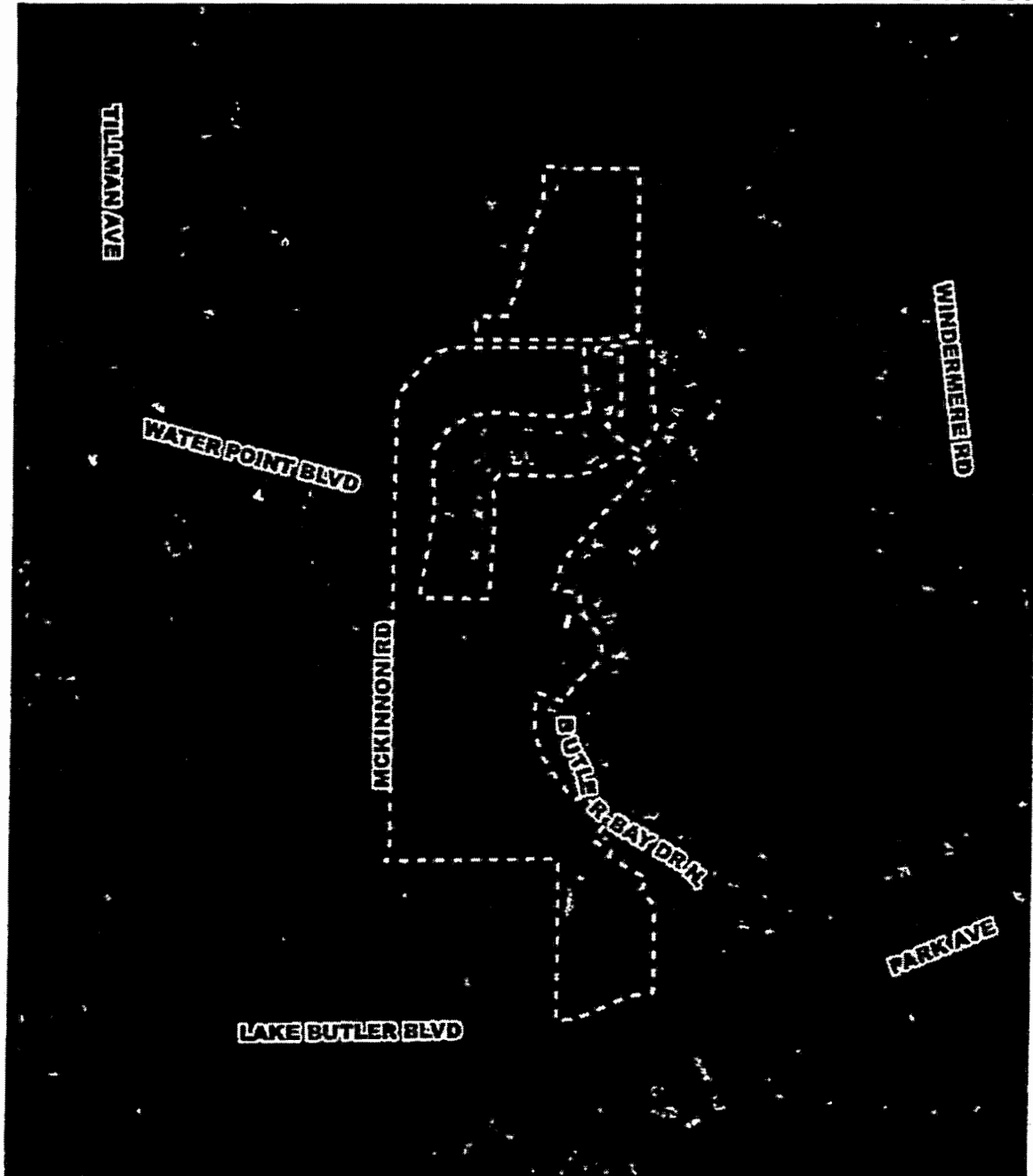
DISTRICT: # 1

S/T/R: 01/23/27

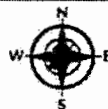
1 inch = 1,399 feet



RZ-15-10-038



 Subject Property



1 inch = 1,000 feet

Cluster Plan ^A
for
Lake Butler Bay Cluster Development Plan

RZ-15-10-038 ^A
Orange County, FL

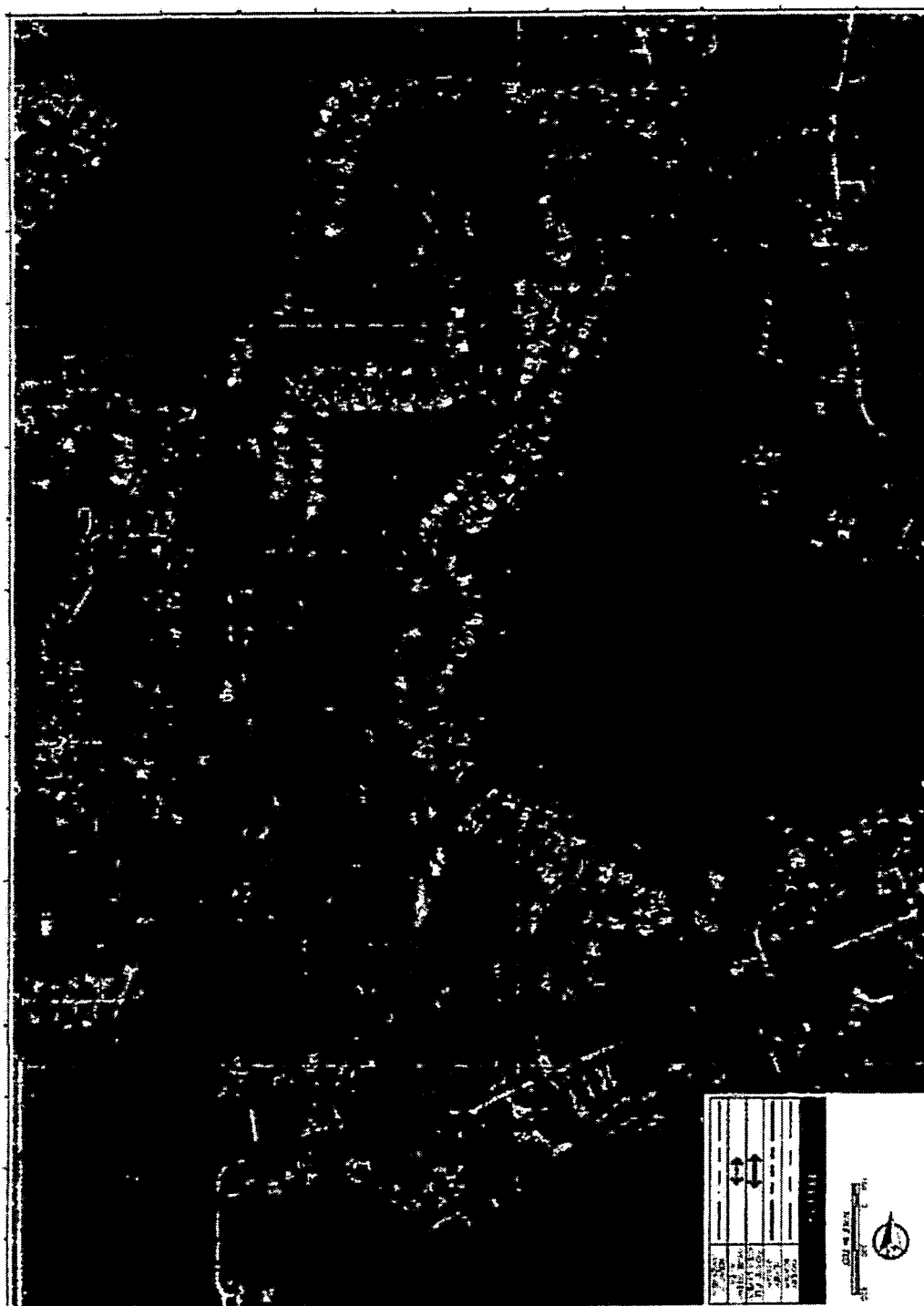
Applicants
Windermere Country Club
2710 Butler Hwy. Dc. 24.
Windermere, Fl. 34114
(813) 847-3714



Victory Slip

[illegible][illegible]

Butler Bay Cluster Plan



Area	Acres	Feet
1	1.00	100
2	1.00	100
3	1.00	100
4	1.00	100
5	1.00	100
6	1.00	100
7	1.00	100
8	1.00	100
9	1.00	100
10	1.00	100
11	1.00	100
12	1.00	100
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93	1.00	100
94	1.00	100
95	1.00	100
96	1.00	100
97	1.00	100
98	1.00	100
99	1.00	100
100	1.00	100



Prepared by: **CLB**
 Orange County, FL
 LAND USE PLAN
 RZ-15-10-038
 Butler Bay
 Cluster Development
 Plan

Butler Bay Cluster Plan (Site Datum)

Case # RZ-15-10-038
Orange County Planning Division
BCC Hearing Date: January 24, 2017

PROJECT DATA SUMMARY

GENERAL INFORMATION:

LOCATION: SOUTH AND EAST OF THE GARCIA WESTERN WESTERN WILFORD, NORTH OF LAKE BUTLER, AND IMMEDIATE WEST OF LAKE CRESCENT.

AREA:

155.3 AC. OVERALL GOLF COURSE AREA PER BOUNDARY SURVEY
12.6 AC. TOTAL PLATTED CONSERVATION AREA
142.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY

EXISTING USES:

GOLF COURSE / CLUB HOUSE / TENNIS COURTS

PROPOSED USES:

RESIDENTIAL SINGLE FAMILY DETACHED

EXISTING POPULATION / DENSITY:

A CL C / 0.15 DU/AC

PROPOSED POPULATION / DENSITY:

R CL C / 1.0 DU/AC

FUTURE LAND USE:

URBAN SETTLEMENT I/3

WATER SERVICE:

ORANGE COUNTY UTILITIES - SERVICE AVAILABLE VIA MCNEIGH RD AND LAKE BUTLER BLVD

WASTE WATER SERVICE:

ON-LOT SEPTIC

PROPOSED WATER SERVICE:

ORANGE COUNTY UTILITIES - CONNECTION TO EXISTING DECLAIMED WATER TO BE DETERMINED AT THE TIME OF PSP APPROVAL

STORMWATER:

THE PROJECT WILL BE SERVICED BY A MASTER STORMWATER SYSTEM. THE MASTER STORMWATER SYSTEM WILL BE DESIGNED TO MEET THE REQUIREMENTS OF THE ORANGE COUNTY SUBDIVISION REGULATIONS AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGULATIONS. THE LOCATION AND SIZE OF THE MASTER STORMWATER MANAGEMENT FACILITIES WILL BE DETERMINED AT PRELIMINARY SUBDIVISION PLANS AND FINAL CONSTRUCTION PLAN APPROVAL.

MCNEIGHWOOD PARK:

OWNERSHIP AND MAINTENANCE WILL BE DETERMINED AT PSP

NOTES:

1. ACCESS RIGHTS TO MCNEIGH ROAD AND LAKE BUTLER BOULEVARD TO BE ADDRESSED AT THE PRELIMINARY SUBDIVISION PLAN STAGE.
2. GATED ACCESS SHALL BE PER ORANGE COUNTY GATED COMMUNITY ORDINANCE, ARTICLE VI OF THE LAND DEVELOPMENT CODE AND SHALL BE ADDRESSED AT THE PRELIMINARY SUBDIVISION PLAN STAGE.
3. SUBDIVISION ROADWAY CROSS SECTIONS SHALL BE DEVELOPED AND APPROVED WITH THE PSP.

LOT STANDARDS:

MIN. LOT SIZE 0.30 AC.
MIN. LOT WIDTH 120 FT.
MIN. UNITS PER ACRE 2.00 U/A
MAX. BUILDING HEIGHT 3-STORY/33 FT
MAX. LOT COVERAGE 60%

SETBACKS:

FRONT 30 FT
SIDE 10 FT
REAR 25 FT
TOTAL 50 FT

LAND USE & SITE DATA SUMMARY

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 ⁽²⁾ (15%)(Ac.)	Common Open Space ⁽³⁾ (Ac.)	Recreation / Park ⁽⁴⁾ (Ac.)
Residential	155.30	12.6	142.70	1 du/Acre	142 ⁽⁵⁾	95 ⁽¹⁾	21.41	0	0.74

- (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 24-202(a), Residential Cluster Developments with Gross Density less than or equal to 1 unit/acre, no common open space is required.
(4) Recreation/Park: Per Orange County Subdivision Regulations, recreation/park space required - 2.5 Ac./1000 residents, 2.1 residents per home.

STUDENT POPULATION PER CLC

School Type	Residential Units	Multiplier per Unit	Student Population
Elementary Students	25	0.195	5
Middle School Students	25	0.100	3
High School Students	25	0.140	3
Total Students			11

TRIP GENERATION

DESCRIPTION	ITE CODE	PEAK TRIP GENERATION RATES ¹			UNITS	PEAK TRIPS		
		WEEKDAY	AM	PM		DAILY	AM	PM
SINGLE FAMILY	310	10-15	0.78	1.00	25	274	74	25

¹NOTE: BASED ON ITE TRIP GENERATION - 9TH EDITION

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:
47.8 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)
230.5 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:
230.5 AC. X 0.83 UNITS/AC. = 190 UNITS
4. EXISTING BUILT UNITS TO BE ALLOCATED TO GOLF COURSE PROPERTY:
327 UNITS TOTAL EXISTING PLATTED UNITS IN CLUSTER PLAN (PER PLATS)
327 UNITS - 190 UNITS = 47 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.
190 UNITS + 47 UNITS = 237 UNITS








ANECDOCHAL NOTES

1. THERE WILL BE A MINIMUM 50' TRACT DEDICATED TO AND MAINTAINED BY THE PROPOSED HOMEOWNERS ASSOCIATION (HOA) BETWEEN ANY PROPOSED LOTS OR INTERNAL ROADWAYS AND EXISTING HOMES. UNITS WITHIN THIS TRACT WILL BE LIMITED TO STORMWATER MANAGEMENT, LANDSCAPE AND/OR PERIMETER WALLS.
2. A MASTER UTILITY PLAN (MUP) FOR THIS DEVELOPMENT SHALL BE SUBMITTED TO ORANGE COUNTY UTILITIES AT LEAST THIRTY (30) DAYS PRIOR TO SUBMITTAL OF THE FIRST SET OF CONSTRUCTION PLANS. THE MUP MUST BE APPROVED PRIOR TO CONSTRUCTION PLAN APPROVAL.
3. AN APPLICATION FOR CONSERVATION AREA DETERMINATION (CAD) IS ON FILE DETERMINING WETLAND AND SURFACE WATERS HAS BEEN SUBMITTED TO PERMITS COUNTY APPROVAL OF SURVEYED WETLAND LINES. NO WETLAND OR BUFFER MCNEIGHWOODS SHALL BE PERMITTED UNTIL AN IMPACT PERMIT IS APPROVED CONSISTENT WITH ORANGE COUNTY CODE CHAPTER 35. APPROVAL OF THIS PLAN DOES NOT AUTHORIZE ANY DIRECT OR INDIRECT CONSERVATION AREA IMPACTS.
4. PRIOR TO MASS GRADING, CLEARING, GRADING OR CONSTRUCTION, THE APPLICANT IS HEREBY NOTICED THAT THIS SITE MUST COMPLY WITH HABITAT PROTECTION REGULATIONS OF THE U.S. FISH AND WILDLIFE SERVICE (USFWS) AND THE FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWCC).

Source: https://www.industrydocuments.ucsf.edu/docs/0987



Case # RZ-15-10-038
Orange County Planning Division
BCC Hearing Date: January 24, 2017

	PARCELS		SELECTED PARCELS
	SUBJECT		ADDITIONAL
	400 FT BUFFER		ADDITIONAL PARCELS
			MEDIOLOGY

Feet

0 3,750 7,500

1 inch = 2,083 feet

MARCHENA AND GRAHAM, PA

MARCOS R. MARCHENA
KEITH A. GRAHAM
YOVANNIE RODRIGUEZ
CHRISTOPHER J. WILSON

MEREDITH WEBER HAMMOCK
JESSICA A. MAUGERI
ANNE VAN DEN BERG
SHANNON M. WIGGINS

976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FLORIDA 32814
TELEPHONE (407) 658-8566
TELECOPIER (407) 281-8564
WRITER'S E-MAIL: CWILSON@MGFIRM.COM

January 12, 2017

VIA EMAIL: chris.testerman@ocfl.net

Christopher R. Testerman
Assistant County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393

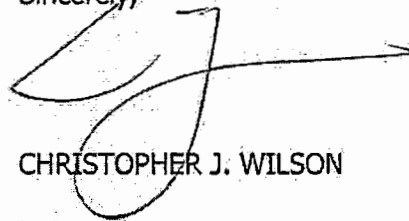
**RE: Windermere Country Club, LLC
Public Hearing Scheduled for January 24, 2017**

Dear Mr. Testerman:

On behalf of Windermere Country Club, LLC, please accept this letter as its request to reserve one (1) hour of time for its presentation to the Board of the County Commissioners for the above-referenced hearing (including rebuttal, but excluding discussion with the Board). As you know, at a prior hearing related to this matter, the opposition took two hours for presentation.

Please provide a written response regarding the above request.

Sincerely,



CHRISTOPHER J. WILSON

CJW/mjc

cc: Ajit Lalchandani, County Administrator – via U.S. Mail
Joel Prinsell, Esq. – Orange County Attorney's Office – via email joel.prinsell@ocfl.net

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 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.

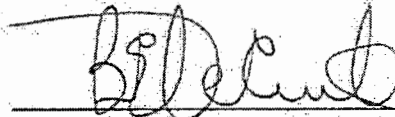
13. Prior to and subsequent to closure, there were incidents of vandalism, which required that I install a perimeter fence to protect the property.

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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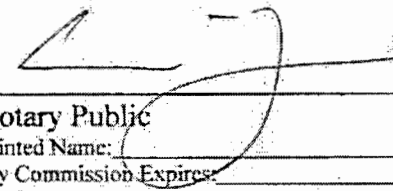
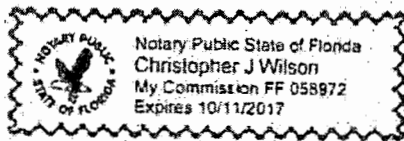


BRYAN DECUNHA, Manager
Windermere Country Club, LLC

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: