

SEMINOLE COUNTY GOVERNMENT
BOARD OF ADJUSTMENT
AGENDA MEMORANDUM

SUBJECT: Request for an amendment to a special exception for a rowing program to allow the construction of an additional boathouse in the A-1 (Agriculture Zoning District); (Mark Estrin, applicant).

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

AUTHORIZED BY: Kathy Fall **CONTACT:** Ian Sikonia **EXT.** 7398

Agenda Date 06/26/06 Regular Consent Public Hearing – 6:00

MOTION/RECOMMENDATION:

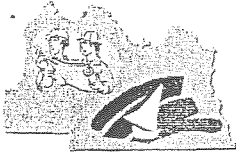
1. **APPROVE** the request for an amendment to a special exception for a rowing program to allow the construction of an additional boathouse in the A-1 (Agriculture Zoning District); or
2. **DENY** the request for an amendment to a special exception for a rowing program to allow the construction of an additional boathouse in the A-1 (Agriculture Zoning District); or
3. **CONTINUE** the request to a time and date certain.

GENERAL INFORMATION	Millennium Rowing Association Inc., property owner P.O. Box 30 Winter Park, FL 32790	A-1 District, LDC Section 30.124(b)(9); (Rowing Club)
BACKGROUND / REQUEST	<ul style="list-style-type: none"> • The applicant proposes to expand an existing special exception to allow for the construction of an additional boathouse for the storage of rowing boats in the A-1 district. Due to the fact that this proposed boathouse was not part of the previously approved application a special exception is thereby required. • This site originally came in for a special exception in 1982 which was granted approval for crew activities on the property. (BA(4-19-82)-11E) • In 1985, due to complaints from adjacent property owners a public hearing was heard to review the appropriateness of the special exception. At that meeting the Board of Adjustment allowed the crew activities operation with 11 additional conditions. 	

	<ul style="list-style-type: none"> • In 1998, a special exception was applied to permit recreational use for the Winter Park High School rowing program. This special exception was done to a site plan which included a boat dock, boathouse structure, and applicable equipment. (BA98-7-36SE) • This special exception if approved would allow the applicant to construct a 1500 square foot boat/storage building 13 feet from the east property line as depicted on the site plan. 																								
ZONING & FLU	<table border="1"> <thead> <tr> <th>DIRECTION</th> <th>EXISTING ZONING</th> <th>EXISTING FLU</th> <th>USE OF PROPERTY</th> </tr> </thead> <tbody> <tr> <td>SITE</td> <td>A-1</td> <td>Low Density Residential</td> <td>Rowing Facilities</td> </tr> <tr> <td>NORTH</td> <td>A-1</td> <td>Low Density Residential</td> <td>Single-Family Residential</td> </tr> <tr> <td>SOUTH</td> <td>Lake Howell</td> <td>Lake Howell</td> <td>Lake Howell</td> </tr> <tr> <td>EAST</td> <td>A-1</td> <td>Low Density Residential</td> <td>Non-Profit Organization</td> </tr> <tr> <td>WEST</td> <td>R-1A</td> <td>Low Density Residential</td> <td>Single-Family Residential</td> </tr> </tbody> </table>	DIRECTION	EXISTING ZONING	EXISTING FLU	USE OF PROPERTY	SITE	A-1	Low Density Residential	Rowing Facilities	NORTH	A-1	Low Density Residential	Single-Family Residential	SOUTH	Lake Howell	Lake Howell	Lake Howell	EAST	A-1	Low Density Residential	Non-Profit Organization	WEST	R-1A	Low Density Residential	Single-Family Residential
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<p>STANDARDS FOR GRANTING A SPECIAL EXCEPTION; LDC SECTION 30.43(b)(2)</p>	<p>The Board of Adjustment (BOA) shall have the power to hear and decide special exceptions it is specifically authorized to pass under the terms of the land development code upon determination the use requested:</p> <p><u>IS NOT DETRIMENTAL TO THE CHARACTER OF THE AREA OR NEIGHBORHOOD OR INCONSISTENT WITH TRENDS OF DEVELOPMENT IN THE AREA:</u></p> <p>The existing use has been established on this property since the approved special exception in 1982. The proposed boat/storage building will not be inconsistent with character of the neighborhood due to the other boathouses along Lake Howell.</p> <p><u>DOES NOT HAVE AN UNDULY ADVERSE EFFECT ON EXISTING TRAFFIC PATTERNS, MOVEMENTS AND VOLUMES:</u></p> <p>A previous special exception contained a condition which only allows a maximum of 75 students to be engaged in crew activities on the site. The traffic generated by this site is also limited due to a previous condition allowing only 12 parking spaces on site. The hours of operation on site are limited only to 2:00 p.m. to dusk from Monday through Friday and occasional weekend and week day practices. This application is not applying to expand the number of students but only to house the existing boats in a proposed boathouse/storage building.</p>																								

	<p><u>IS CONSISTENT WITH THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN:</u> The Seminole County Vision 2020 Comprehensive Plan describes Low Density Residential Future Land Use as appropriate for a variety of non-residential special exception uses such as, group homes, churches, day care, guest cottages, home occupation, public utilities, and publicly owned parks and recreational areas. With the imposition of staff's recommended conditions, the proposed boat/storage building would be consistent with this description, given the use of this site as a recreational area.</p> <p><u>MEETS ANY ADDITIONAL REQUIREMENTS SPECIFIED IN THE CODE SECTION AUTHORIZING THE USE IN A PARTICULAR ZONING DISTRICT OR CLASSIFICATION:</u> Based on the submitted site plan, the proposed boat/storage building will meet the minimum applicable setbacks requirements for a detached accessory structure in excess of 200 square feet in the A-1 (Agriculture District).</p> <p><u>WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST:</u> Within the A-1 district, recreational clubs are allowed as conditional uses. The proposed boathouse/storage building use would not have any additional impacts in intensity because the number of students is not increasing.</p>
<p>STANDARDS FOR GRANTING A SPECIAL EXCEPTION IN THE A-1 (AGRICULTURE DISTRICT); LDC SECTION 30.124(a)</p>	<p>The BOA may permit any use allowed by special exception in the A-1 (Agriculture District) upon making findings of fact, in addition to those required by section 30.43(b)(2) of the land development code, that the use:</p> <p><u>IS CONSISTENT WITH THE GENERAL ZONING PLAN OF THE A-1 (AGRICULTURE DISTRICT):</u> As previously stated, rowing clubs are consistent with the general zoning plan of the A-1 district. With the imposition of staff's recommended conditions, the proposed boathouse/storage building would otherwise comply with the use and standards of the A-1 district.</p> <p><u>IS NOT HIGHLY INTENSIVE IN NATURE:</u> The request would not be highly intensive in nature, since the site is already limited by the number of students allowable and hours of operation.</p> <p><u>HAS ACCESS TO AN ADEQUATE LEVEL OF URBAN SERVICES SUCH AS SEWER, WATER, POLICE, SCHOOLS AND RELATED SERVICES:</u> County services including police, emergency, and garbage disposal</p>

	<p>are available to the site. The property is currently served by well and septic systems.</p>
<p>STAFF FINDINGS</p>	<p>There is currently a single-family home, an accessory building, and a boathouse on the site. The expansion to the site only includes a 1500 square foot boathouse/storage building on the eastern portion of the property. In evaluating this request, staff has determined the following:</p> <ul style="list-style-type: none"> • The proposed use would be consistent with the comprehensive plan's designation of Low Density Residential future land use for the subject property. • With the imposition of staff's recommended conditions, the proposed use would not have an adverse impact on existing traffic patterns, movements or volumes. • The proposed use would not adversely affect the public interest. • No identified areas of environmental concern would be impacted by the proposed use. • The proposed boathouse/storage building would be compatible with the recreational and agricultural character of nearby and adjacent development.
<p>STAFF RECOMMENDATION</p>	<p>Based on the stated findings, staff recommends the Board of Adjustment approve the request for special exception, subject to the following conditions:</p> <ul style="list-style-type: none"> ○ Site to be utilized only for the purpose of the rowing team practice and the storage of their equipment; ○ The property to be used between the hours of 2:00 p.m. to dusk Monday through Friday with some practices and maintenance of equipment on weekends with occasional weekday morning use. ○ Satellite parking to be utilized for students. On-site parking shall consist of 12 spaces, to be utilize by coaches, parents and coxes and to be located on the east side of the property, facing away from the abutting single-family residences; ○ Adult supervision to be present at all times; ○ The site shall not be used for competitions or races with other crew teams; ○ Installation of a viburnum hedge and trees to equal one for every twenty-five (25) lineal feet along the west property in the area of Lot 8. A solid fence can be substituted for the hedge material; ○ The final site plan to meet code requirements.



SEMINOLE COUNTY PLANNING & DEVELOPMENT DEPARTMENT
 PLANNING DIVISION
 1101 EAST FIRST STREET
 SANFORD, FL 32771
 (407) 665-7444 PHONE (407) 665-7333 FAX

COPY

APPL. NO. BS 2006-002

APPLICATION TO THE SEMINOLE COUNTY BOARD OF ADJUSTMENT

Applications to the Seminole County Board of Adjustment shall include all applicable items listed in the Board of Adjustment Process Checklist. No application will be scheduled for Board of Adjustment consideration until a complete application (including all information requested below) has been received by the Planning & Development Department, Planning Division. Applications for SPECIAL EXCEPTION shall only be received for processing following pre-application conference.

APPLICATION TYPE:

- VARIANCE**
- SPECIAL EXCEPTION**
- LIMITED USE**
- SF DWELLING UNDER CONSTRUCTION MEDICAL HARDSHIP
- NIGHT WATCHMAN FAMILY HARDSHIP
- YEAR OF MOBILE HOME / RV (EXISTING _____) (PROPOSED _____)
- SIZE OF MOBILE HOME / RV _____ TIME NEEDED _____
- PLAN TO BUILD YES NO IF SO, WHEN ASAP
- APPEAL FROM DECISION OF THE PLANNING MANAGER**

PROPERTY OWNER		AUTHORIZED AGENT *
NAME	MILLENIUM ROWING ASS'N, INC.	MARK ESTRIN
ADDRESS	c/o Tom Infantino, Treas. 180 S. Knowles Av., Winter Park, FL	450 VENTRIS LANE MAITLAND, FL 32751
PHONE 1	407-644-4673	407-539-1738
PHONE 2	407-644-4128 (FAX)	407-539-0941 FAX
E-MAIL	IBLAW4673@AOL.COM	MDESTIN@YAHOO.COM

PROJECT NAME: STORAGE BLDG.

SITE ADDRESS: 1045 STRONGS COVE, CASSELBERRY, FL 32707

CURRENT USE OF PROPERTY: COACH'S RES. and practice area for WPHS crew team

LEGAL DESCRIPTION: lengthy - see attached

SIZE OF PROPERTY: 2.33 A acre(s) PARCEL I.D. 22-21-30-300-0200-0000

UTILITIES: WATER WELL SEWER SEPTIC TANK OTHER _____

KNOWN CODE ENFORCEMENT VIOLATIONS NONE

IS PROPERTY ACCESSIBLE FOR INSPECTION YES NO

This request will be considered at the Board of Adjustment regular meeting on 6, 26, 06 (mo/day/yr), in the Board Chambers (Room 1028) at 6:00 p.m. on the first floor of the Seminole County Services Building, located at 1101 East First Street in downtown Sanford, FL.

I hereby affirm that all statements, proposals, and/or plans submitted with or contained within this application are true and correct to the best of my knowledge.

Mark Estrin

5-18-06

SIGNATURE OF OWNER OR AGENT*

DATE

* Proof of owner's authorization is required with submittal if signed by agent.

ADDITIONAL VARIANCES

VARIANCE 2:

VARIANCE 3:

VARIANCE 4:

VARIANCE 5:

VARIANCE 6:

VARIANCE 7:

APPEAL FROM BOA DECISION TO BCC

APPELLANT INFORMATION	
NAME	_____
ADDRESS	_____
PHONE 1	_____
PHONE 2	_____
E-MAIL	_____

NATURE OF THE APPEAL _____

_____ APPELLANT SIGNATURE _____

FOR OFFICE USE ONLY

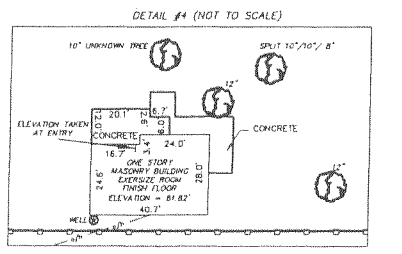
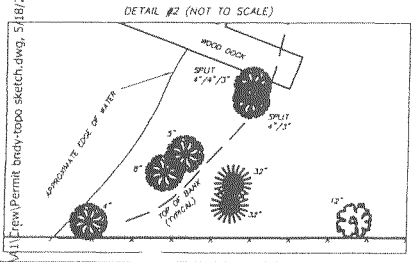
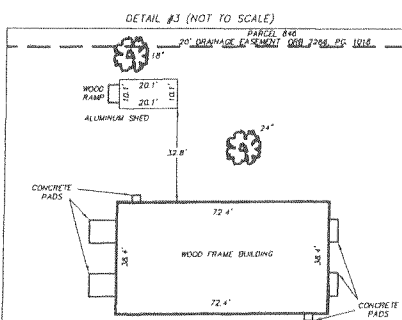
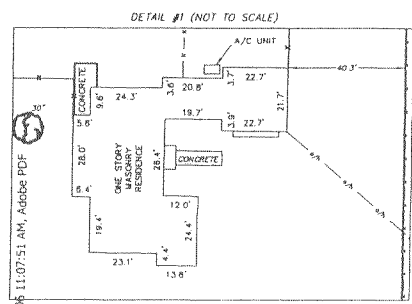
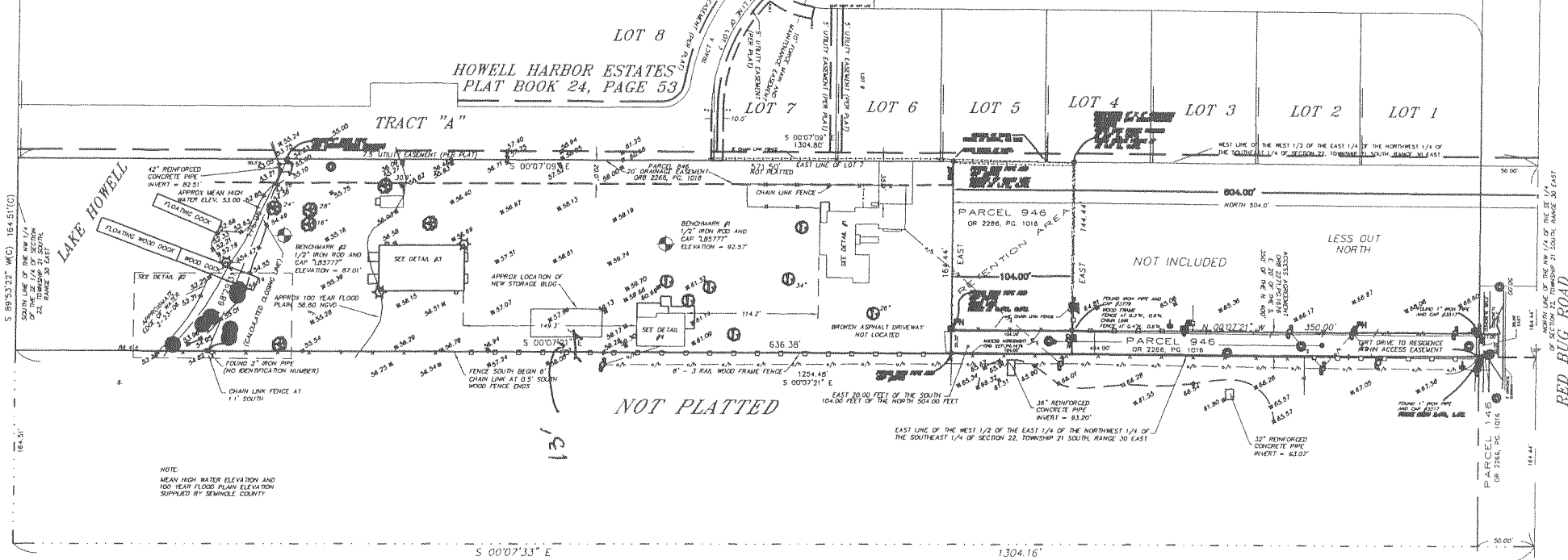
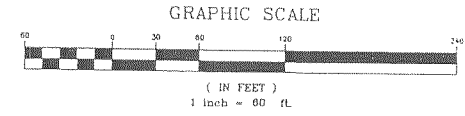
PROCESSING:
FEE(S): 370.00 COMMISSION DISTRICT _____ FLU / ZONING A-1 / LDR
BCC HEARING DATE _____ (FOR APPEAL)
LOCATION FURTHER DESCRIBED AS _____
PLANNING ADVISOR DC DATE _____
SUFFICIENCY COMMENTS _____

LEGAL DESCRIPTION: (Per Previous survey)

The West half of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida, (Less the North 504 feet thereof), AND that certain ingress/egress easement described as follows:

The East 20.00 feet of the South 350.00 feet of the North 400.00 feet and the East 20.00 feet of the South 104.00 feet of the North 504.00 feet to the West 1/2 of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida.

The easement is known and described as an Access Agreement recorded in Public Records of Seminole County, Florida.



- LEGEND**
- TELEPHONE RISER
 - ELECTRICAL RISER
 - UTILITY POLE
 - GUY WIRE
 - DRAINAGE MANHOLE
 - SANITARY MANHOLE
 - SIGN
 - LIGHT POLE
 - OAK TREE
 - CYPRESS TREE
 - PINE TREE
 - MAPLE TREE
 - CHAIN LINK FENCE
 - WIRE FENCE
 - WOOD FENCE
 - OVERHEAD WIRE
- UNLESS OTHERWISE NOTED

SURVEYOR'S REPORT:

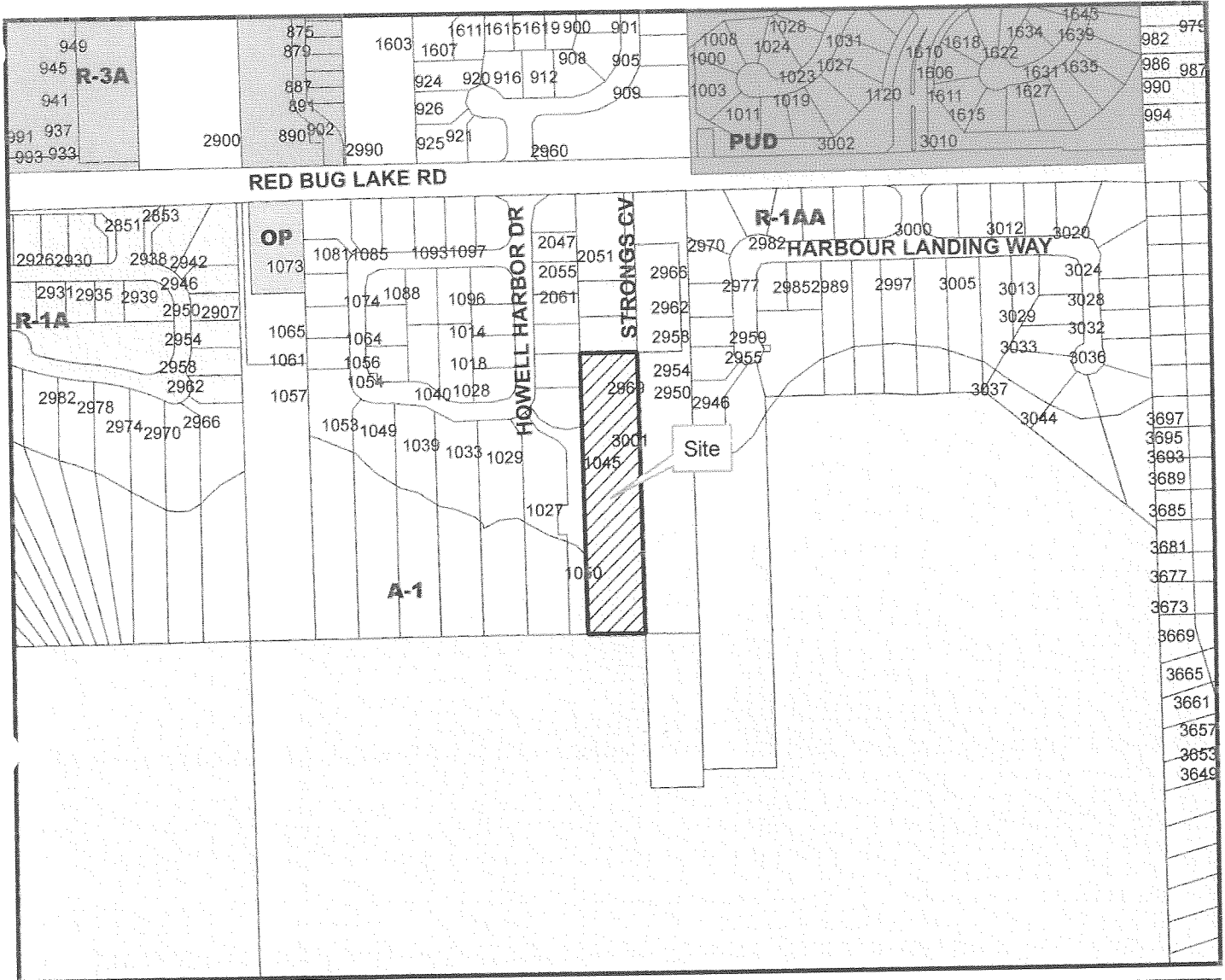
- Based on the National Flood Insurance Program "FIRM" Map Community - Panel Number 120289 0145 E Dated April 17, 1983 the above described property is located in Zone "X" and "AE". Areas determined to be outside and inside the 100 year flood plain.
- Measurements are based on South line of the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 21 South, Range 30 East, being S 89°33'22" W, per previous survey.
- Vertical Datum is based on Seminole County Benchmark Designation Number 1621101, elevation being 71.093' (NGVD 1929).
- The Surveyor has not obstructed the lands shown hereon for easements and/or rights of way of record.
- No underground installations, foundation footings, or improvements have been located except as noted.
- There may be additional restrictions that are not recorded on this survey that may or may not be found in the public records of this county.
- There is no evidence on the ground of use of the property which might suggest a prescriptive claim of easement other than those shown on the survey.
- This Survey was prepared for the Collins named herein and is "non-transferable".
- Improvements within their specific easements have not been located as a part of this survey.
- The Legal Description and Boundary depicted hereon are based entirely on a previous Boundary and Location Survey prepared by Debrahugh Surveying Services, Inc., dated 8-12-95.

LAND TECH
SURVEYING & MAPPING CORP.
 300 E. Central Ave., Ocala, FL 32765
 P.O. Box 821882, Ocala, FL 32782
 Voice (407) 360-1034
 Fax (407) 360-1828
 Universal Business No. 8777

PRE-ENGINEERING WORKING SKETCH
 FOR
The Millennium Rowing Association, Inc.








DATE OF FIELD SURVEY: 2/23/06
 JOB NO.: 05040
 SCALE: 1" = 60'
 DRAWN BY: ABE
 CHECKED BY: MBB
 P.R.(Rick) Burns
 Professional Land Surveyor Florida Registration No. 4702
 Not valid without the signature and the original stamp
 Seal of a Florida Licensed Surveyor and Mapper

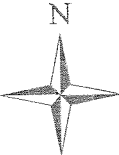
Mark Estrin
 1045 Strongs Cv
 Casselberry, FL 32707

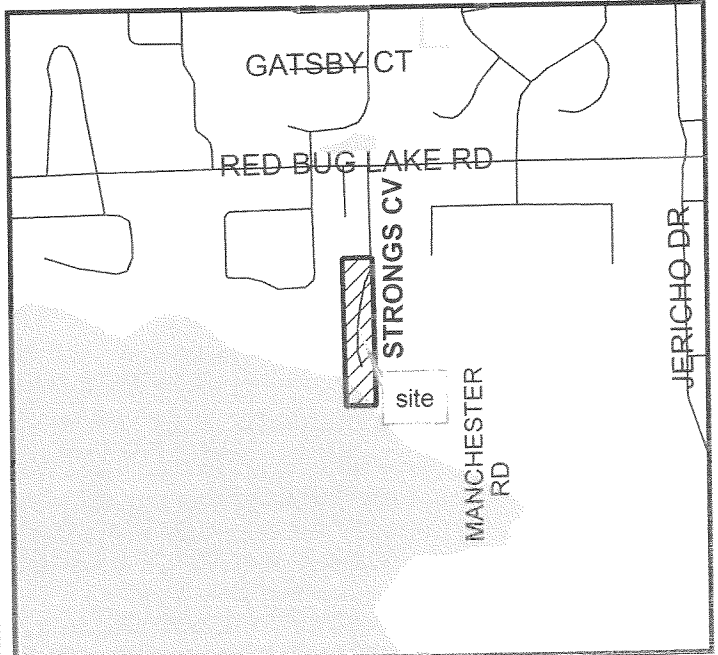


Seminole County Board of Adjustment
 June 26, 2006
 Case: BS2006-002
 Parcel No: 22-21-30-300-0200-0000

Zoning

	BS2006-002		R-3A
	A-1		OP
	R-1AA		PUD
	R-1A		

N




<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-655-7505</p>		
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GENERAL

Parcel Id: 22-21-30-300-0200-0000
 Owner: MILLENNIUM ROWING ASSOC INC
 Own/Addr: C/O THOMAS V INFANTINO
 Mailing Address: PO BOX 30
 City,State,ZipCode: WINTER PARK FL 32790
 Property Address: 1040 STRONGS CV CASSELBERRY 32707
 Subdivision Name:
 Tax District: 01-COUNTY-TX DIST 1
 Exemptions: 34-CHARITABLE/CIVIC
 Dor: 01-SINGLE FAMILY

2006 WORKING VALUE SUMMARY

Value Method: Market
 Number of Buildings: 2
 Depreciated Bldg Value: \$234,544
 Depreciated EXFT Value: \$4,488
 Land Value (Market): \$299,763
 Land Value Ag: \$0
 Just/Market Value: \$538,795
 Assessed Value (SOH): \$538,795
 Exempt Value: \$538,795
 Taxable Value: \$0
 Tax Estimator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
CORRECTIVE DEED	07/2000	03884	0737	\$100	Improved	No
CORRECTIVE DEED	09/1998	03501	1180	\$100	Improved	No
WARRANTY DEED	08/1998	03490	0010	\$300,000	Improved	Yes
QUIT CLAIM DEED	02/1987	01820	0397	\$100	Improved	No

Find Comparable Sales within this Subdivision

2005 VALUE SUMMARY

2005 Tax Bill Amount: \$0
 2005 Taxable Value: \$0
 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	165	200	.000	1,500.00	\$247,500
ACREAGE	0	0	2.010	26,000.00	\$52,260
ACREAGE	0	0	.320	10.00	\$3

LEGAL DESCRIPTION

LEG SEC 22 TWP 21S RGE 30E W 1/2 OF E 1/4 OF NW 1/4 OF SE 1/4 (LESS N 504 FT)

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1956	9	1,821	3,660	2,918	CONC BLOCK	\$139,229	\$198,899
	Appendage / Sqft		ENCLOSED PORCH UNFINISHED / 280						
	Appendage / Sqft		GARAGE UNFINISHED / 462						
	Appendage / Sqft		ENCLOSED PORCH FINISHED / 425						
	Appendage / Sqft		BASE SEMI FINISHED / 672						

NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished

BUILDING INFORMATION

Bld Num	Bld Class	Year Blt	Fixtures	Gross SF	Stories	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1956	9	3,660	1	CONC BLOCK	\$139,229	\$198,899

03/09/2006 12:03 FAX

002/002

As owner(s) of the property located ~~contiguous to the east of the subject Millennium construction site~~, I/we have no objection to the proposed construction by The Millennium Rowing Association, Inc. of a storage facility* at 1045 Strongs Cove, Casselberry, Florida.

Camp Heronwood, Inc.


Signature(s) Gayle Boova, President

Camp Heronwood, Inc.

John Reber, Trustee
Name(s) of Property Owner(s)

P.O. Box 182149
Address

Casselberry, FL 32718-2149
Date 6/5/06

*Single or two story and we have no objection to the total and complete elimination of all landscaping requirements or barriers (which pose security concerns) between our two properties.

As owner(s) of the property located at 1029 Howell Harbor Dr.
Casselberry, FL 32707 I/we have no objection to the proposed
 construction by The Millennium Rowing Association, Inc. of a storage facility at 1045 Strongs
 Cove, Casselberry, Florida.

Mamun Hosni
F Hosni
 Signature(s)

Tasser & Djehane Hosni
 Name(s) of Property Owner(s)

1029 Howell Harbor Dr. 32707
 Address

6/6/06
 Date

LIMITED POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY, THE MILLENNIUM ROWING ASSOCIATION, INC., a Florida non-profit corporation, (the "principal") whose address is in care of Thomas V. Infantino, Treasurer, Suite 7, 180 South Knowles Avenue, Winter Park, Florida 32789 and of Orange County, Florida, appoints MARK ESTRIN, as its attorney in fact to act as indicated below, and to act as its attorney herein, effective as of the date of execution hereof.

1. Limited Grant of Power

The principal hereby grants to its attorney in fact full power and authority to exercise or perform the specific powers and acts set forth below. With regard to such acts and powers, the principal grants to its attorney in fact full power and authority to do everything necessary in exercising any of the powers herein granted as fully as the principal might or could do, with full power of substitution or revocation. Except as otherwise limited by applicable law, or by this power of attorney, the principal's attorney in fact has full authority to perform, without prior court approval, every act authorized and specifically enumerated in this power of attorney. The principal hereby ratifies and confirms that its said attorney in fact shall lawfully have, by virtue of this power of attorney, the powers herein granted:

a. Prepare, complete, sign, and file the Special Exception Application form issued by Seminole County, Florida, incorporating the approved plans to construct a Storage Facility (the "Storage Facility Project") at 1045 Strongs Cove, Casselberry on the property described in Exhibit "A" attached hereto; and to file the same, advance the filing fees to the appropriate agency of Seminole County, Florida.

b. Provide all material information regarding the Storage Facility Project to those persons who have a material need for such information.

c. To meet with representatives from Seminole County, Florida and to explain to such officials the nature, scope and contemplated use of the Storage Facility Project.

The above powers conferred upon the principal's attorney in fact extend to all of the principal's right, title and interest in the Storage Facility Project as the principal has described.

2. Limitations

Notwithstanding the powers contained in this durable power of attorney, the principal's attorney in fact may not:

a. Transfer any interest in the real estate owned by the principal or place any lien thereon while acting as attorney in fact for the principal; enter into any contracts with any

other persons with respect to the principal's real estate or the Storage Facility Project or take any other actions not specifically enumerated herein.

- b. Make any affidavit as to the principal's personal knowledge;
- c. Vote in any public election on the principal's behalf;
- d. Create, amend, modify, or revoke any document or other disposition effective at the principal's dissolution; or
- e. Exercise powers and authority granted to the principal as trustee or as court-appointed fiduciary.
- f. Exercise powers and authority granted to the principal as agent of any corporation, unless that corporation also designates the principal's attorney as its attorney in fact.
- h. The powers and authority granted herein shall cease upon the 30th day of June, 2006.**

3. Standard of Care

Except as otherwise provided herein, any attorney in fact named herein is a fiduciary who must observe the standards of care applicable to trustees as described in Florida Statute 737.302. The principal's attorney in fact is not liable to third parties for any act pursuant to this power of attorney if the act was authorized at the time. If the exercise of the power is improper, the principal's attorney in fact is liable to interested persons as described in Florida Statute 731.201 for damages or loss resulting from a breach of fiduciary duty by the principal's attorney in fact to the same extent as the trustee of an express trust. If the principal's attorney in fact has accepted appointment either expressly in writing or by acting under the power, the principal's attorney in fact is not excused from liability for failure either to participate in the administration of assets subject to the power or for failure to attempt to prevent a breach of fiduciary obligations thereunder.

4. Interpretation and Governing Law

This instrument is executed by the principal in the State of Florida, but it is the principal's intention that this power of attorney shall be exercisable in any other state or jurisdiction where the principal's may have any property or interests in property.

The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to the principal's attorney in fact. This instrument is executed and delivered in the State of Florida, and the laws of the State of Florida shall govern all questions as to the validity of this power and the construction of its provisions.

5. Third Party Reliance

(a) Any third party may rely upon the authority granted in the principal's power of attorney until the third party has received notice as provided herein.

(b) Until a third party has received notice of revocation pursuant to the terms contained herein, partial or complete termination of the power of attorney by dissolution, adjudication of bankruptcy, suspension by initiation of proceedings to determine the scope of the powers conferred herein, the third party may act in reliance upon the authority granted in this power of attorney.

(c) A third party that has not received written notice hereunder may, but need not, require that the principal's attorney in fact execute an affidavit stating that there has been no revocation, partial or complete termination, or suspension of the power of attorney at the time the power of attorney is exercised. A written affidavit executed by the principal's attorney in fact under this paragraph may, but need not, be in the form of the affidavit attached hereto.

(d) Third parties who act in reliance upon the authority granted to the principal's attorney in fact hereunder and in accordance with the instructions of the attorney in fact will be held harmless by the principal from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine the scope of powers set forth herein or the principal's dissolution. A person who acts in good faith upon any representation, direction, decision, or act of the principal's attorney in fact is not liable to the principal or to the principal's estate, beneficiaries, or joint owners for those acts.

(e) The principal's attorney in fact is not liable for any acts or decisions made by him or her in good faith and under the terms of the power of attorney.

6. Notice

(a) A notice, including, but not limited to, a notice of revocation, partial or complete termination, suspension, or other-wise, is not effective until written notice is served upon the principal's attorney in fact or any third persons relying upon this power of attorney.

(b) Notice must be in writing and served on the person or entity to be bound by such notice. Service may be by any form of mail that requires a signed receipt or by personal delivery as provided in the Florida Statutes for service of process, and must otherwise be in accordance with the laws of Florida.

7. Damages and Costs

In any judicial action regarding this power of attorney, including, but not limited to, the unreasonable refusal of a third party to allow an attorney in fact to act pursuant to the power, and challenges to the proper exercise of authority by the attorney in fact, per statute, the prevailing party is entitled to damages, fees and costs.

8. Validity

This power of attorney shall be non-delegable, and shall be valid until such time as the principal shall be dissolved, or the principal shall revoke the power, or shall be adjudged bankrupt. The principal may revoke the power only by providing written notice to the principal's attorney in fact. All acts of the principal's attorney in fact taken or done without actual knowledge of 1) the principal's dissolution, 2) an adjudication of bankruptcy of the principal, or 3) the principal's revocation are valid and effective, and are hereby ratified and confirmed.

9. Revocation of Prior Instruments

By this instrument the principal hereby revokes any power of attorney, durable or otherwise, that it may have executed prior to the date of this power of attorney.

The principal hereby confirms all acts of the principal's attorney in fact pursuant to this power.

Any act that is done under this power between the revocation of this instrument and notice of that revocation to the principal's attorney shall be valid unless the person claiming the benefit of the act had notice of that revocation.

IN WITNESS WHEREOF, the principal's officer, being duly authorized, has set his hand and seal on this 18th day of May, 2006.

The Millennium Rowing Association, Inc.,

By: Michael Chambers
Michael Chambers, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me, this 18th day of May, 2006 by Michael Chambers as Vice President of The Millennium Rowing Association, Inc., a Florida non-profit corporation, on behalf of the corporation, who is personally known to me ~~or who has produced~~ as identification:

Judith A. Brenner
Notary Public

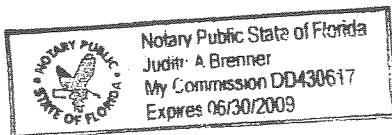


Exhibit A:

Legal Description of the Area of Construction of the Storage Facility:

The East 40 feet of the North 358 feet less the North 297 feet thereof, of the following described parcel:

The West 1/2 of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida, LESS the North 504 feet thereof, and that certain ingress/egress easement described as follows: The East 20.00 feet of the South 350.00 feet of the North 400.00 feet and the East 20.00 feet of the South 104.00 feet of the North 504.00 feet of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Section 22, Township 21 South, Range 30 East, Seminole County, Florida.

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On June 26, 2006 Seminole County issued this Development Order relating to and touching and concerning the following described property:

LEG SEC 22 TWP 21S RGE 30E W ½ OF E ¼ OF SE ¼ (LESS N 504 FT)

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Thomas V. Infantino
P.O. Box 30
Winter Park, FL 32790

Project Name: Strongs Cove (1040)

Requested Development Approval:

Request for an amendment to a special exception for a rowing program to allow the construction of an additional boathouse in the A-1 (Agriculture Zoning District).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Ian Sikonia, Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

1. Site to be utilized only for the purpose of the rowing team practice and the storage of their equipment.
2. The property to be used between the hours of 2:00 p.m. to dusk Monday through Friday with some practices and maintenance of equipment on weekends with occasional weekday morning use.
3. Satellite parking to be utilized for students. On-site parking shall consist of 12 spaces, to be utilized by coaches, parents, and coxes and to be located on the east side of the property, facing away from the abutting single-family residences.
4. Adult supervision to be present at all times.
5. The site shall not be used for competitions or races with other crew teams.
6. Installation of a viburnum hedge and trees to equal one for every twenty-five (25) lineal feet along the west property in the area of Lot 8. A solid fence can be substituted for the hedge material.
7. The final site plan to meet code requirements.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said

property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Tony Walter
Planning Manager

**STATE OF FLORIDA)
COUNTY OF SEMINOLE)**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2006.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires: