

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

RESOLUTION NO. R2004-153

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING A DEVELOPMENT AGREEMENT BETWEEN BINKS, LLC, PENINSULA PROPERTY HOLDINGS, INC. AND THE VILLAGE OF WELLINGTON TO ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Local Government Agreement Act, Section 163.3221, et seq., Florida Statutes, and Article 12, "Development Agreements" of the Unified Land Development Code of the Village ("ULDC"), authorizes Development Agreements between property owners/developers and the Village to ensure adequacy of public facilities and sound capital planning, while providing certainty in the development review process and reducing the economic cost of development; and

WHEREAS, a Development Agreement between Binks, LLC, Peninsula Property Holdings, Inc. and the Village of Wellington has been prepared and is attached hereto;

WHEREAS, the Village has determined that the execution of the Development Agreement would be beneficial to the Parties; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Village Council hereby accepts and approves Development Agreement between Binks, LLC, Peninsula Property Holdings, Inc. and the Village of Wellington (attached hereto as Exhibit "A") and hereby authorizes the Mayor and Village Clerk to execute the Agreement.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 23rd day of November, 2004.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

BY: Awilda Rodriguez

Awilda Rodriguez, Village Clerk

BY: Thomas M. Wenham

Thomas M. Wenham, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: Jeffrey S. Kurtz

Jeffrey S. Kurtz, Village Attorney

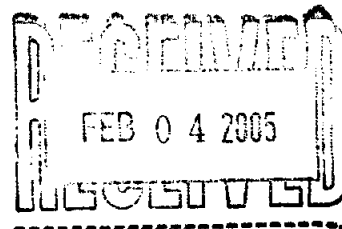
Name

Address:



CFN 20050047105
OR BK 18057 PG 0359
RECORDED 01/25/2005 16:59:49
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0359 - 379; (21pgs)

Record and return to:
Village of Wellington
Village Clerk
14000 Greenbriar Boulevard
Wellington, FL 33414



**DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF WELLINGTON,
BINKS, LLC AND PENINSULA PROPERTY HOLDINGS, INC.**

THIS DEVELOPERS'S AGREEMENT (the "Development Agreement" or the "Agreement") made and entered into this 24th day of January, 2004, by and between the VILLAGE OF WELLINGTON, FLORIDA, a municipal corporation organized pursuant to the laws of the State of Florida, hereinafter called the "Village", BINKS, LLC, a Florida limited liability company hereinafter called the "Binks", and Peninsula Property Holdings, Inc., which joins in the execution hereof as the record title holder of the Property ("PPH"). "Village" and "Binks" are hereinafter collectively referred to as the "Parties" hereto.

WHEREAS, the Florida Local Government Agreement Act, Section 163.3221, et seq., Florida Statutes, and Article 12, "Development Agreements" of the Unified Land Development Code of the Village ("ULDC"), authorizes Development Agreements between property owners/developers and the Village to ensure adequacy of public facilities and sound capital planning, while providing certainty in the development review process and reducing the economic cost of development; and

WHEREAS, a Development Agreement is determined to be a legislative act of the Village in the furtherance of its powers to plan and regulate development and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the land subject to the Development Agreement, and the obligations and responsibilities arising thereunder on the property owner shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of the Agreement; and

WHEREAS, Binks represents that it is the contract purchaser of the real property described in Exhibit "A" attached hereto from PPH (hereinafter referred to as "Property"), and that Binks has the authority to enter into this Agreement; and

WHEREAS, the Parties have determined that the execution of this Agreement would be beneficial to both Parties; and

WHEREAS, Binks intends to construct ninety (90) golf villas and related facilities on approximately 15 acres on the west side of Binks Forest Drive on the site of the former driving range of the Binks Forest Golf Course (the "residential element" or the "Project"). In order for the Project to be approved by the Village, it requires a change to the Future Land Use Map of the Village and a modification to the Binks Forest of the Landings At Wellington, P.U.D. (the "PUD") and the Village has the authority to approve such changes and modifications; and

WHEREAS, in conjunction with the Project, Binks will reconstruct the Binks Forest golf course, install a new driving range and practice facility, and construct a new clubhouse on the site of the existing clubhouse (the "golf element"). Binks will substantially complete construction of a

new, permanent clubhouse prior to the issuance of the Certificate of Occupancy for the first (1st) residential unit in the Project. Substantial completion shall be defined as the issuance of the Certificate of Occupancy for the building. The clubhouse will be a minimum of 30,000 sq. ft in size. Until such time as construction on the new, permanent clubhouse commences, Binks will leave the existing clubhouse in place and refurbish the existing clubhouse annex only for use as a temporary facility. The reconstruction of the golf course and the driving range and the construction of the new clubhouse do not require a modification to the PUD. The residential element and the golf element are dependent upon each other for the success of the overall transaction; and

WHEREAS, the Village desires to impose certain conditions on the approval of the Project which will include the establishment of a phasing plan for the construction of the golf element and the Project; and

WHEREAS, the Village finds that the proposed development is consistent with the Village's Comprehensive Plan.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by both Parties, it is hereby agreed by and between the Parties as follows:

1. Recitations: All of the above recitals are incorporated herein and made a part hereof.
2. Village: The Village of Wellington is a municipality organized and existing under the laws of the State of Florida exercising governmental functions and powers pursuant to its Charter and is hereinafter referred to as the "Village". The principal office of the Village is located at 14000 Greenbriar Boulevard, Wellington, Florida 33414.
3. Binks: Binks, LLC is a limited liability company organized and existing under the laws of the State of Florida. The principal office of Binks is in care of William P. Jacobson P.A., 105 S. Narcissus, Suite 200, West Palm Beach, Florida 33401. Any reference hereafter to "Binks" shall be deemed to include any successors and/or assigns.
4. Peninsular Property Holdings, Inc., ("PPH") is the owner of the Property which is the subject of this Agreement and which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.
5. The duration of this Agreement shall be the earlier of the completion of the Project or the passage of ten (10) years from the Effective Date of this Agreement. The term may be extended by mutual consent of the Village Council and Binks or their successors in interest, subject to a public hearing.
6. Public Hearing: The Village will conduct two public hearings prior to entering into this Agreement to comply with the requirements of Florida Law and Article 12 of the ULDC.
7. Purpose: This Agreement sets forth the terms and conditions under which the Property described in Exhibit "A" shall be developed. The goal of Village and Binks is to cause the development of the Project in a commercially viable manner that is consistent with, and furthers

the goals of, Village and its residents. PPH joins in the execution of the Agreement as the record title holder of the Property and to indicate its understanding of the commitments which the Parties will make to each other to insure the development of the Property in accordance with the objectives of each. PPH understands and acknowledges that a Land Use Restriction (the "Restriction") will be placed of record to govern the future of the golf course and that PPH will be required to execute the Restriction. A copy of the Restriction is attached hereto as Exhibit "B" and made a part hereof by reference.

8. The Project: The Project will consist of ninety (90) golf villas and related facilities on approximately 15 acres on the west side of Binks Forest Drive on the site of the former driving range of the Binks Forest Golf Course (the "residential element" or the "Project"). A conceptual site plan for the residential element is attached hereto as Exhibit "C". In conjunction with the Project, Binks will reconstruct the Binks Forest Golf Course and related facilities including the construction of a new clubhouse (the "golf element"). The maximum height of any building shall not exceed thirty five (35) feet. The golf element and the residential element shall jointly be known as the "Development" The Development shall be approved and completed as further defined herein.

9. The Applications: In order to construct the Project, Binks shall forthwith execute and deliver to the Village an Application for amendment to the Development Order (DOA) for Binks Forest of the Landings At Wellington, P.U.D. Plat 2 (the PUD), an Application for Site Plan Approval and an Application for approval by the Architectural Review Board (collectively, the "Applications"), such Applications to be in accordance with the requirements of the ULDC. The Applications for amendment to the Development Order and for Site Plan Approval shall be submitted to the Village and processed by the Village concurrently with each other. The Village shall, upon receipt of the Applications, commence the appropriate regulatory proceedings all in accordance with the terms and conditions agreed upon herein and the requirements of the ULDC, Code of Ordinances and applicable state statutes.

10. Future Land Use and Zoning: The Village agrees to consider changing the existing Village zoning of Planned Unit Development and Future Land Use classification of CR (Commercial Recreational) to the Village zoning of Planned Unit Development and Future Land Use classification of Residential "E" which permits 5-8 dwelling units per acre upon demonstration that the technical requirements of the ULDC and the Comprehensive Plan, together with the understandings of transmittal governing the current application for an amendment to the Future Land Use Map have been met. If the land use amendment is granted and if either the golf course or clubhouse have not been completed within nine (9) years of the date of execution of this Agreement, such failure to complete those improvements shall be deemed to be an irrevocable request and an application by the owner (its successors or assigns) to revert the land use classification from Residential "E" to "CR" or its then existing equivalent classification. Such inaction will further authorize the Village and its staff to process and complete such application on behalf of the owner, its successors and assigns.

11. Project Approval: Pursuant to the Applications, the Village may approve Binks' Site Plan for the Project which permits the construction of ninety (90) golf villas and related facilities, as shown on Exhibit "C", attached hereto, made a part hereof and incorporated herein by reference

at such time as Binks demonstrates that the technical requirements for site plan approval enumerated in the ULDC (including concurrency) have been met.

12. Commencement of the Development:

- a. Binks may proceed with the plans for the reconstruction of the golf course and related facilities, including but not limited to the new driving range and practice, without any further planning or zoning approvals from the Village. The driving range and practice facility will be located generally on the east side of Binks Forest Drive and north of the existing clubhouse. The new clubhouse will generally be on the site of the existing clubhouse. The new clubhouse will go through the appropriate approval processes as set forth in the ULDC.
- b. It is agreed upon by Binks and the Village that the Project shall commence within two (2) years of the issuance of the final, unappealable order amending the Development Order for the PUD. Failure to obtain a Development Order Amendment shall not constitute grounds for extension for this Agreement

13. Public Facilities: The Village or Acme Improvement District will provide the water, sewer, drainage and waste management facilities to service the development; there are no new facilities needed to service the development; and all necessary public facilities to support the impact of the development are currently in place. Binks shall be responsible for any offsite roadway improvements as determined through the Development Order provisions. Binks shall be responsible for all connection and hook-up charges related to be above-referenced public facilities. It shall be Binks' responsibility to construct the on-site water and sewer lines necessary to connect to the public system.

14. Compliance with Governmental Regulations: The Parties understand and agree that, for the Development, drainage requirements, building code issues, life safety matters, and all other issues not specifically set forth herein, will be subject to all applicable governmental and administrative requirements. Nothing herein shall be construed to excuse or release Binks from compliance with the applicable laws, rules, and regulations of the Village.

15. Development Schedule: The Parties understand and agree that the approval of the Project by the Village is conditioned upon compliance with the following schedule.

- a. The reconstruction of the golf course shall be the initial element of the Development on which construction shall commence. The construction of the Project shall commence subsequently to the reconstruction of the golf course.
- b. In order to insure the completion of the reconstruction of the golf course, Binks understands and agrees that, without regard for the time of commencement of the construction of the Project or the time of completion of the first residential unit in the Project, the Village will not issue a Certificate of Occupancy for any residential unit until such time as the golf course is completed, open and playable and the new clubhouse is substantially complete (the "completion date"). Written certification of the completion date for the golf course shall be in the form of a letter to the Village from

Gene Bates (the "Bates letter") who is the architect in charge of the reconstruction of the golf course with independent verification by the Village Planning, Zoning and Building Department, the Village Attorney and an independent third party agreed upon by Bates and the Village, (the "Village Approval"). The cost of the third party shall be borne by Binks. The Village shall have fifteen (15) calendar days (the "verification period") from receipt of the Bates letter to complete its independent verification. If the Village does not issue its independent verification of completion, or a letter denying verification of completion with explicit reasons therefore, within the verification period, the golf course shall be deemed to be "complete". The clubhouse shall be deemed substantially complete when the Village issues a Certificate of Occupancy for the clubhouse. Upon receipt of such certification, and upon completion of the first and subsequent residential units to a level usually required for issuance thereof, the Village shall issue such Certificates of Occupancy as may be required for the occupancy of the units. The foregoing notwithstanding, if work on the golf course and clubhouse was proceeding in a timely fashion and the completion date of the golf course and/or clubhouse is extended due to unanticipated weather conditions or acts of God, Binks may make a request to the Village Council for certificates of occupancy to be issued for the residential element. After reviewing the reasons for the requested extension of time to complete the golf course and/or the clubhouse, the Village Council, in its sole and absolute discretion, may authorize the issuance of certificates of occupancy or deny the request. If the Village Council authorizes the issuance of certificates of occupancy, such authorization may be subject to such further conditions as the Village Council in its sole and absolute discretion deems advisable.

- c. Binks shall commence construction on a new clubhouse with a minimum size of 30,000 sq. ft. prior to the issuance of the Certificate of Occupancy for the first (1st) residential unit in the Project. In order to insure the construction of the new clubhouse, Binks and the Village agree that the Village shall not issue building permits for any of the residential units until such time as the new clubhouse has received site plan and Architectural Review Board approvals. The Village shall not issue Certificates of Occupancy for any residential units until the construction on the clubhouse has received a Certificate of Occupancy from the Village. In order to insure the completion of the construction and the issuance for the Certificate of Occupancy for the clubhouse, upon the closing of its construction loan for the clubhouse, Binks shall require its General Contractor to post a performance bond and Binks shall secure a completion guarantee which shall run in favor of the Village and Binks' construction lender. The performance bond and guarantee shall be in acceptable form to the Village Attorney. Once having commenced construction, Binks shall continue construction of the clubhouse until such time as its Certificate of Occupancy has been issued and it is open. If at any time during the period of construction, there is a cessation of construction on the clubhouse for a period in excess of sixty (60) days, the Village shall no longer issue any further building permits or Certificates of Occupancy for the Project until such time as construction on the clubhouse has recommenced and confirmation of recommencement is confirmed as provided herein. All of the foregoing notwithstanding, Binks agrees that the clubhouse will be finished within four (4) years from the commencement of reconstruction of the golf course as certified by a letter

from Gene Bates. The architect of record on the clubhouse shall certify to the Village that the clubhouse is finished.

Until such time as construction on the new, permanent clubhouse commences as provided herein, Binks will refurbish the existing clubhouse annex only for use as a temporary facility. Binks will maintain or demolish the existing clubhouse.

16. Restrictive Covenants: The Parties understand and agree that the approval of the Project is conditioned upon the recording of a Land Use Restriction Agreement (the "Restriction") which limits the future use of the existing Binks Forest Golf Course to golf facilities and prohibits the use of the same for housing or non-recreational commercial development. The form and content of the Restriction shall be as set forth in Exhibit "B". The Restriction shall be executed by the Parties and PPH in recordable form and delivered to the Village Attorney prior to the first public hearing related to this Agreement. The Village Attorney shall hold the Restriction in Trust until the Village Council considers adoption of the land use plan amendment for the Property. If the land use plan amendment is denied, the Village Attorney shall return the Restriction unrecorded to Binks, within seven (7) days of such denial. If the land use plan amendment is adopted by the Village, the Village Attorney shall record the Restriction. If there is a challenge pursuant to the provisions of Chapter 163, Florida Statutes, to the land use plan amendment that results in Binks, PPH, or their successors and assigns not being able to move forward with the Project, the owner of the Property may request that the Village lift the restriction related to the golf element. The only basis upon which the restriction shall be lifted would be a corresponding return of the land use plan designation for the residential element to Commercial Recreational.

17. Recordation: Within fourteen (14) calendar days after the Effective Date the Clerk to the Village Council shall record the executed Agreement in the public records of Palm Beach County. A copy of the recorded and executed Agreement shall be submitted to the Department of Community Affairs ("DCA") within fourteen (14) calendar days after the Agreement is recorded. If the Agreement is amended, cancelled, modified, extended, or revoked, the Clerk shall have notice of such action recorded in the public records and such recorded notice shall be submitted to DCA.

18. Successors and Assigns: This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided however, that nothing herein shall be construed to prevent the sale or other transfer of the Development by Binks or any of its successors in title subject to the provisions hereof.

19. Entire Agreement: This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and/or their successors in title, as the case may be.

20. Notices, Demands and Communications: Formal notices, demands and communications between Village and Binks shall be sufficiently given if and shall not be deemed given unless

dispatched by certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Village and Binks as follows:

Village Manager
Village of Wellington
14000 Greenbriar Boulevard
Wellington, Florida 33414

With a copy to:
Village Attorney
Jeffrey S. Kurtz, Esq.
Brinkley, McNerney, Morgan, Solomon & Tatum
200 East Las Olas Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Binks:
Binks LLC
C/o Mr. Frank Leo
44 Minebrook Road
Colts Neck, New Jersey 07722

With a copy to:
William P. Jacobson, Esq.
105 S. Narcissus Avenue Suite 200
West Palm Beach, Florida 33401

PPH:
Peninsula Property Holdings, Inc.
c/o Peninsula Bank
1520 Ringling Boulevard
Sarasota, Florida 34236

With a copy to:
Drake Batchelder, Esq.
Akerman Senterfitt
350 East Las Olas Boulevard
Suite 1600
Fort Lauderdale, Florida 33301

Written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail.

21. Conflict of Interests: No member, official or employee of Village shall make any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Binks warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for obtaining this Agreement.

22. Non-Liability of Village, Officials, Employees, and Agents: No member, official, employee or agent of the Village of Wellington shall be personally liable to Binks, or any successor in interest, in the event of any default or breach by Village or for any amount which may become due to Binks or successor as a result of a default or breach by the Village.

23. Enforced Delay: Performance by either party under this Agreement shall not be deemed to be in default where delays or defaults are due to war; insurrection; terrorist attacks; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; acts or failure to act of any public or governmental authority or entity (other than the acts or failure to act of Village which shall not excuse performance by Village), or any other causes (other than lack of funds of Binks) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for a period of the enforced delay and shall commence to run from the commencement of the cause, if notice by the party claiming such extension is sent to the other party within fifteen (15) calendar days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by agreement of Village's Manager and Binks.

24. Periodic Review:

- a. Annual review. The Village Council may review the development in order to determine whether there is compliance with the Development Agreement annually, commencing one (1) year after the Effective Date of this Agreement
- b. Initiation. The annual review shall be initiated by Binks submitting a report to the Zoning Director. The initial annual report shall be submitted by Binks eleven (11) months after the Effective Date of this Agreement, and every twelve (12) months thereafter.
- c. Compliance. If the Zoning Director finds and determines that Binks has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.
- d. Failure to comply. If the Zoning Director makes a preliminary finding that there has been a failure to comply with the terms of this Agreement, the findings shall be referred to the Village Council, who shall conduct two (2) public hearings pursuant to the requirements of Article 12 of the ULDC at which the developer may demonstrate good faith compliance with the terms of this Agreement. The first public hearing shall be held by the Local Planning Agency. If the Village Council finds and determines during the public hearings, on the basis of substantial competent evidence, that Binks has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Village Council may negotiate modifications to the Agreement

with Binks or declare Binks to be in breach of the Agreement and terminate this Agreement.

- e. **Advertisement.** The advertisement cost for the Village Council Annual Review of this Agreement shall be the responsibility of Binks.

25. **Title of Parts and Sections:** Any titles of the Parts, Sections or Subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

26. **Governmental Approvals:** Should Binks at any time require the approval of any governmental body or board, whether of local, regional, state or federal jurisdiction, Binks shall bear the sole cost and responsibility for obtaining the approval. All local development permits shall be obtained at the sole cost of Binks. No development of the Property shall be allowed until such time as the applicable development orders and permits have been received by Binks.

27. **Time of Essence:** Time is of the essence in the performance of this Agreement.

28. **Applicable Law:** This Agreement shall be governed by, construed and enforced under and pursuant, to the laws of the State of Florida, and venue of any action shall lie exclusively in Palm Beach County, Florida.

29. **Severability:** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

30. **Legal Actions:** In the event any legal action (including arbitration) is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach of the Agreement, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorney fees and costs incurred in the action at both the trial and appellate levels.

31. **Renegotiation of the Agreement:** The Parties acknowledge and agree in the event it is necessary to renegotiate any of the provisions contained in this Agreement, the Parties shall do so reasonably and in a timely and expeditious fashion such that the Development shall not be unreasonably delayed. Any modification to the Agreement pursuant to this provision shall be approved by the Village Council at a public hearing.

32. **Execution of Other Documentation:** Village and Binks agree to cooperate with each other and execute any further documentation that may be reasonably necessary to carry out the intent and the obligations of either Party under this Agreement. This paragraph shall not be construed to eliminate or reduce the Village's discretion in reviewing the various development Applications contemplated by this Agreement.

33. Amendments: No amendment or waiver of any provision of this Agreement shall be effective unless the amendment or waiver of any provision to this Agreement be in writing and signed by Village and by Binks. Any waiver or consent shall be effective only in the specific instance and for the specific instance for which given and shall not be construed as a continuing waiver. All amendments of this Agreement shall comply with all then existing and applicable local, state and federal laws, including, but not limited to, the provisions of Article 12 Development Agreements of the ULDC.

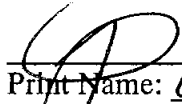
34. Effective Date: The Effective Date shall be the date on which the last of the Parties hereto shall have signed this Agreement.

35. Complete Understanding of the Parties: This Agreement is executed in two {2} duplicate originals each of which is deemed to be an original.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.


DATED this 24 day of January, 2004.

Witnesses:


Print Name: WILLIAM JACOBSON


Print Name: MICHAEL DANIELS


Print Name: Penny G. Edwards


Print Name: KARL RILEY

Attest:


Awilda Rodriguez, Village Clerk

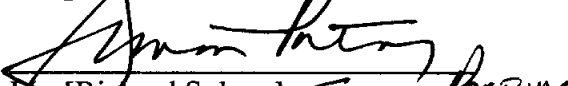
Approved as to form and
legal sufficiency:


Jeffrey S. Kurtz, Village Attorney

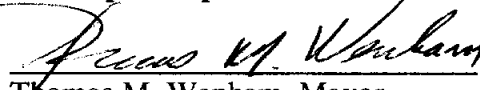
Binks, LLC, a Florida limited liability
company


By: Frank A. Leo
Its Managing Member

Peninsula Property Holdings, Inc., a Florida
Corporation


By: [Richard Solano] Simon Borison
Its: PRESIDENT

Village of Wellington, Florida, a Florida
municipal corporation


Thomas M. Wenham, Mayor

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and subscribed before me this 15th day of November, 2004,
by Frank A. Leo, as the Managing Member of Binks, LLC, who is personally known to me or
has produced _____ as identification.



Notary Public, State of Florida

Print Name

Commission No.:

My Commission Expires:



William P. Jacobson

My Commission DD311913

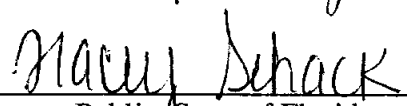
Expires June 15, 2008

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and subscribed before me this 15th day of November, 2004,
by Sumen Partmely, as the President of Peninsula Property
Holdings, Inc., who is personally known to me or has produced personally known to me
as identification.



Tracey Schack
MY COMMISSION # DD180443 EXPIRES
January 27, 2007
BONDED THRU TROY FAIN INSURANCE, INC.



Notary Public, State of Florida

Print Name

Commission No.:

My Commission Expires:

Tracey Schack
DD180443

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL "H", PARCEL "K" AND PARCEL "L", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 56, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "B", PARCEL "C" AND PARCEL "F", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 101, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "B" AND PARCEL "M", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 132, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "J", PARCEL "K", PARCEL "L" AND PARCEL "N", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO, AND TOGETHER WITH, EASEMENTS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.

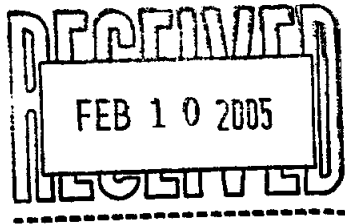
LEGAL DESCRIPTION OF TOWNHOME PARCEL – RESIDENTIAL ELEMENT

EXCEPTING HOWEVER, A PARCEL OF LAND BEING A PART OF PARCEL "J", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BOUNDARY CORNER OF SAID PARCEL "J"; SAID BOUNDARY CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 01°19'52" WEST, ALONG THE BOUNDARY COMMON WITH SAID PARCEL "J" AND SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT", A DISTANCE OF 520.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 86°09'16" EAST, DEPARTING SAID BOUNDARY LINE, A DISTANCE OF 657.54 FEET; THENCE, NORTH 83°32'27" EAST, A DISTANCE OF 517.25 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "J"; SAID POINT BEING A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1410.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 75°08'11" EAST; THENCE, NORTHERLY ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BINK'S FOREST DRIVE, AS SHOWN ON SAID PLAT, THROUGH A CENTRAL ANGLE OF 22°46'13", A DISTANCE OF 560.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 88°58'25" WEST, DEPARTING SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY LINE OF SAID PARCEL "J", A DISTANCE OF 1122.73 FEET; THENCE, SOUTH 01°19'52" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO, AND TOGETHER WITH, EASEMENTS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.

EXHIBIT "B"
RESTRICTIVE COVENANT



This Instrument Prepared by and Return to:
Jeffrey S. Kurtz, Esq.
c/o Brinkley, McNerney, Morgan, Solomon & Tatum, LLP
200 East Las Olas Boulevard
Suite 1900
Fort Lauderdale, Florida 33301

RESTRICTIVE COVENANT

This RESTRICTIVE COVENANT is made and entered into as of the 24 day of January 2005, by Peninsula Property Holdings, Inc. ("Owner"), who address is c/o Peninsula Bank, 1526 Ringling Boulevard, Sarasota, Florida 34236, and Binks, LLC ("Binks") whose address is c/o Mr. Frank Leo, 44 Minebrook Road, Colts Neck, New Jersey 07722 for the benefit of the Village of Wellington, Florida, a municipal corporation ("Wellington") whose address is 14000 Greenbriar Boulevard, Wellington, Florida 33414.

RECITALS

- A. Owner holds title to certain real property ("Property") located in the Village of Wellington, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof. The Property was previously approved as a golf course pursuant to the approval of the Binks Forest of the Landings At Wellington, P.U.D. Plat 1, Plat 2, Plat 3, and Plat 4 (the PUD), recorded in Official Records of the Public Records of Palm Beach County, Florida.
- B. Binks holds a contract to purchase the Property and additional property described in Exhibit "B" (the "Exhibit B property") attached hereto and made a part hereof by reference. Binks has submitted an application (the "Application") to Wellington for a change of the Exhibit B property in Wellington's Future Land Use Map so that the Exhibit B property will have a designation as residential all in accordance with the Village of Wellington Ordinance 2004-30.
- C. Wellington and Binks have executed a Development Agreement (the "Agreement") and the Owner has joined in its execution. One of the terms of the Agreement requires the execution and recording of a Restrictive Covenant limiting and restricting the lands described in Exhibit "A" to a golf course or some other approved recreational use.
- D. In order for Wellington to consider approval of the Application, Wellington must be assured that the Property described in Exhibit "A" is restricted as required in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the Owner, Binks and Wellington hereby declare as follows:

1. Recitals. The foregoing recitals set forth above are true and correct and incorporated herein by reference.

2. This Restrictive Covenant established by the Agreement shall run with the land and is for the benefit of Wellington.

3. The Parties to the Agreement agree that this Restrictive Covenant is binding on the Owner, Binks and all subsequent owners and mortgagees of the Property. The Owner represents and warrants that there are no mortgages of record encumbering the Property as of the date of execution hereof.

4. Restrictive Covenant. Upon and after the designation of the Exhibit B property as Residential on the Future Land Use Map of the Village of Wellington, the Property described in Exhibit "A" shall thereafter have the following development rights and limitation under the Plan:

Until such time as the Village of Wellington shall designate otherwise as provided herein and in the Development Agreement, the future land use of the Property described as the existing Binks Forest Golf Course and more specifically described in Exhibit "A" attached hereto shall be used only for golf and related facilities, including a club house, and the Property may not be used for housing or non-recreational commercial development.

5. Enforcement. Wellington may enforce these restrictions in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate the covenant or restriction herein. The failure by Wellington to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or the right of Wellington to thereafter enforce such covenant or restriction. Only Wellington will have the right to enforce this Restrictive Covenant. No other party will be deemed a third-party beneficiary for any purpose. This Restrictive Covenant may only be modified, amended or released by a document executed by Wellington and the Owner and recorded in the Public Records of Palm Beach County, Florida. The parties acknowledge that Wellington will be irreparably damaged if this Restrictive Covenant is not specifically enforced. Therefore, in the event of a breach or threatened breach by Owner, its successors and/or assigns, as to any provision of this Restrictive Covenant, Wellington shall be entitled to all the rights and remedies, including injunctive relief, restraining such breach without being required to show any actual damage, irreparable harm, or to post any bond or other security. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this.

6. Amendment. Wellington specifically reserves the absolute and unconditional right to amend this Restrictive Covenant without the consent or joinder of any party. However, in order to release or modify this Restrictive Covenant, the amendment must be presented to the citizens of the Village of Wellington through a referendum question and approved by the affirmative vote

of a majority of electors, voting in a Village wide referendum, on the question. The costs and expenses associated with the referendum shall be borne by the party seeking the amendment.

7. Entire Agreement. This Restrictive Covenant sets forth the entire understanding and agreement between Wellington, the Owner and Binks. No other agreements or obligations will be created or implied by virtue of this Restrictive Covenant. This instrument does not grant Wellington any use, possessory, right, easement or other rights with respect to the Property.

8. Validity. This Restrictive Covenant shall become valid and effective immediately upon its recordation in the Public Records of Palm Beach County, Florida.

9. Governing Law. This Restrictive Covenant shall be governed by and construed in accordance with the laws of the State of Florida.

10. Attorney's fees. If any legal or equitable action or other proceeding is brought for the enforcement of the Restrictive Covenant, the successful and prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all expenses incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

11. Captions and Statement of Purpose. Captions inserted throughout this Restrictive Covenant are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Restrictive Covenant.

12. Gender and Plural Terms. Whenever the context so requires, any pronoun used in this Restrictive Covenant may be deemed to mean the corresponding masculine, feminine, or neuter form of the pronoun, and the singular form of any noun or pronoun may be deemed to mean the corresponding plural form of the pronoun and vice versa.

13. Severability; Amendments to Laws. If any one of the provisions of this Restrictive Covenant shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions of this Restrictive Covenant, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms or conditions of this Restrictive Covenant, or reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Wellington, increasing the liabilities of or duties imposed on Wellington, or making void or voidable Wellington's rights hereunder will not be incorporated into this Restrictive Covenant by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

14. Duration and Renewal. This Restrictive Covenant and the terms provisions, conditions, covenants, restrictions, reservations, regulations, burdens contained in this Restrictive Covenant shall run with and bind all of the lands described in Exhibit "A" and inure to the benefit of Wellington, its respective legal successor or assign, for the term of 90 years from the date of this

Restrictive Covenant, after which time this Restrictive Covenant shall be automatically renewed and extended for successive periods of 10 years each unless at least one year before the termination of the 90-year period or before each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Restrictive Covenant, which instrument is signed by all then acting members of the Village Council, or its legal successor, upon which event this Restrictive Covenant shall be terminated upon the expiration of the 90-year term or the 10-year extension during which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, the parties have executed their hands and seals on the day and year first above written.

Witnesses:

Print Name: William P. Jackson

Print Name: Malcom Daniels

Print Name: Penny G. Edwards

Print Name: Kara Riley

Attest:

Awilda Rodriguez
Awilda Rodriguez, Village Clerk

**Approved as to form and
legal sufficiency:**

Jeffrey S. Kurtz
Jeffrey S. Kurtz, Village Attorney

**Binks, LLC, a Florida limited liability
company**

By: Frank A. Leo
Its Managing Member

**Peninsula Property Holdings, Inc., a Florida
Corporation**

By: [Richard Solano] Simon Portnoy
Its: PRESIDENT

**Village of Wellington, Florida, a Florida
municipal corporation**

Thomas M. Wenham
Thomas M. Wenham, Mayor

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and subscribed before me this 15th day of March, 2004,
by Frank A. Leo, as the Managing Member of Binks, LLC, who is personally known to me or
has produced _____ as identification.



Notary Public, State of Florida

Print Name

Commission No.:

My Commission Expires:



William P. Jacobson

My Commission DD311913

Expires June 15, 2008

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and subscribed before me this 15th day of November, 2004,
by Simon Portnogy, as the President of Peninsula Property
Holdings, Inc., who is personally known to me or has produced personally known to me.
as identification.



Tracey Schack

MY COMMISSION # DD180443 EXPIRES

January 27, 2007

BONDED THRU TROY FAIR INSURANCE, INC.

Tracey Schack

Notary Public, State of Florida

Print Name Tracey Schack

Commission No.: DD180443

My Commission Expires: 1/27/07

EXHIBIT "A"

LEGAL DESCRIPTION OF BINK'S FOREST GOLF COURSE LANDS

PARCEL "H", PARCEL "K" AND PARCEL "L", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 56, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "B", PARCEL "C" AND PARCEL "F", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 101, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "B" AND PARCEL "M", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 132, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "J", PARCEL "K", PARCEL "L" AND PARCEL "N", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

EXCEPTING HOWEVER, A PARCEL OF LAND BEING A PART OF PARCEL "J", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BOUNDARY CORNER OF SAID PARCEL "J"; SAID BOUNDARY CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 01°19'52" WEST, ALONG THE BOUNDARY COMMON WITH SAID PARCEL "J" AND SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT", A DISTANCE OF 520.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 86°09'16" EAST, DEPARTING SAID BOUNDARY LINE, A DISTANCE OF 657.54 FEET; THENCE, NORTH 83°32'27" EAST, A DISTANCE OF 517.25 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "J"; SAID POINT BEING A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1410.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 75°08'11" EAST; THENCE, NORTHERLY ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BINK'S FOREST DRIVE, AS SHOWN ON SAID PLAT, THROUGH A CENTRAL ANGLE OF 22°46'13", A DISTANCE OF 560.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 88°58'25" WEST, DEPARTING SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY LINE OF SAID PARCEL "J", A DISTANCE OF 1122.73 FEET; THENCE, SOUTH 01°19'52" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO, AND TOGETHER WITH, EASEMENTS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.

EXHIBIT "B"

**LEGAL DESCRIPTION OF BINK'S FOREST TOWNHOME PARCEL
RESIDENTIAL ELEMENT**

A PARCEL OF LAND BEING A PART OF PARCEL "J", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BOUNDARY CORNER OF SAID PARCEL "J"; SAID BOUNDARY CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 01°19'52" WEST, ALONG THE BOUNDARY COMMON WITH SAID PARCEL "J" AND SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT", A DISTANCE OF 520.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 86°09'16" EAST, DEPARTING SAID BOUNDARY LINE, A DISTANCE OF 657.54 FEET; THENCE, NORTH 83°32'27" EAST, A DISTANCE OF 517.25 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "J"; SAID POINT BEING A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1410.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 75°08'11" EAST; THENCE, NORTHERLY ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BINK'S FOREST DRIVE, AS SHOWN ON SAID PLAT, THROUGH A CENTRAL ANGLE OF 22°46'13", A DISTANCE OF 560.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 88°58'25" WEST, DEPARTING SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY LINE OF SAID PARCEL "J", A DISTANCE OF 1122.73 FEET; THENCE, SOUTH 01°19'52" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP IN THE VILLAGE OF WELLINGTON COMPREHENSIVE PLAN BY DESIGNATING CERTAIN PROPERTY KNOWN AS " BINKS FOREST GOLF COURSE DRIVING RANGE" "RESIDENTIAL E", CONSISTING OF 14.422 ACRES MORE OR LESS OF LAND LOCATED ON THE WEST SIDE OF BINKS FOREST DRIVE AND SOUTH OF THE FPL EASEMENT AS MORE SPECIFICALLY DESCRIBED HEREIN; AUTHORIZING THE TRANSMITTAL OF THE AMENDMENT TO THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS; AND PROVIDING AN EFFECTIVE DATE .

WHEREAS, on May 17, 2004, the Planning, Zoning & Adjustment Board, sitting as the Local Planning Agency, after notice and public hearing, has considered the appropriateness of the proposed land-use designations in the Comprehensive Plan of the Village for the property which is the subject of this ordinance, and has submitted its recommendation to the Village Council; and

WHEREAS, the Village Council, after notice and public hearing, voted to transmit this proposed amendment to the Florida Department of Community Affairs for written comment, and otherwise complied with applicable provisions of the Florida Statutes governing amendments of local Comprehensive Plans; and

WHEREAS, the notice and hearing requirements for Comprehensive Plan amendments, as set forth in the Florida Statutes, have been satisfied; and

WHEREAS, the Village Council has taken the recommendations from the Local Planning Agency and the Village staff and the comments from the public into consideration, and has also considered the appropriateness of the text amendment, which is the subject of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, THAT:

SECTION 1: The future land-use designation for the properties described below are hereby established as Residential E on the Future Land Use Map in the Village of Wellington Comprehensive Plan, as follows:

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF PARCEL "J", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BOUNDARY CORNER OF SAID PARCEL "J", SAID BOUNDARY CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 01°19'52" WEST, ALONG THE

May 11, 2004

1 BOUNDARY COMMON WITH SAID PARCEL "J" AND SAID PARCEL SHOWN ON SAID PLAT
2 AS "NOT A PART OF THIS PLAT", A DISTANCE OF 520.01 FEET TO THE SOUTHEAST
3 CORNER OF SAID PARCEL SHOWN ON SAID PLAT AS "NOT PART OF THIS PLAN"; THENCE
4 SOUTH 86°09'16" EAST, DEPARTING SAID BOUNDARY LINE, A DISTANCE OF 657.54 FEET;
5 THENCE, NORTH 83°32'27" EAST, A DISTANCE OF 517.25 FEET TO A POINT ON THE
6 EASTERLY BOUNDARY LINE OF SAID PARCEL "J"; SAID POINT BEING A POINT ON A
7 CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,410.00 FEET AND WHOSE RADIUS
8 POINT BEARS NORTH 75°08'11" EAST; THENCE, NORTHERLY ALONG SAID EASTERLY
9 BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BINK'S FOREST
10 DRIVE, AS SHOWN ON SAID PLAT, THROUGH A CENTRAL ANGLE OF 22°46'13", A
11 DISTANCE OF 560.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 88°58'25"
12 WEST DEPARTING SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT-OF-
13 WAY LINE, AND ALONG A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES
14 TO, THE NORTH BOUNDARY LINE OF SAID PARCEL "J", A DISTANCE OF 1,122.73 FEET;
15 THENCE SOUTH OF 01°19'52" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF
16 BEGINNING.

17
18 EXCEPTING PARCEL "V" AS SHOWN ON SAID PLAT OF BINK'S FOREST OF THE LANDINGS
19 AT WELLINGTON P.U.D. PLAT 2.

20
21 CONTAINING: 15.27 ACRES, MORE OR LESS.

22
23 SUBJECT TO EASEMENTS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

24
25 **SECTION 2:** The Village Manager is hereby authorized to transmit this proposed
26 comprehensive plan map amendment to the Florida Department of Community Affairs for review
27 pursuant to Chapter 163, Florida Statutes.

28
29 **SECTION 3:** The Village Manager is hereby directed to amend the Comprehensive Plan in
30 accordance with this Ordinance.

31
32 **SECTION 4:** The Ordinance shall become effective upon the date the later of the following
33 two events occurs: (1) the adoption of a resolution by the Village Council acknowledging receipt
34 and acceptance of a title opinion demonstrating that the title issues potentially affecting the future
35 use of the property have been resolved, and (2) the date a final order is issued by the Department
36 of Community Affairs or an Administration Commission finding the amendment in compliance with
37 Section 163.3184(1)(b), Florida Statutes. No development orders, development permits or land
38 uses dependent on this amendment may be issued or commence before it has become effective.
39 If a final order of noncompliance is issued by the Administration Commission, this amendment
40 may be nevertheless made effective by adoption of a resolution affirming its effective status, a
41 copy of which resolution shall be sent to the Florida Department of Affairs, Division of Community
42 Planning, Plan Processing Team.

43
44
45 (The remainder of this page left intentionally blank)

1 **PASSED** this 8 day of June, 2004 upon first reading.

2
3 **PASSED AND ADOPTED** this 23rd day of November 2004 on second and
4 final reading.
5

6
7 **VILLAGE OF WELLINGTON**

	FOR	AGAINST
8 9 BY: <u>Thomas M. Wenham</u> 10 Thomas M. Wenham, Mayor	<u>✓</u>	<u> </u>
11 12 <u>Lizbeth Benacquisto</u> 13 Lizbeth Benacquisto, Vice Mayor	<u>✓</u>	<u> </u>
14 15 <u>Laurie S. Cohen</u> 16 Laurie S. Cohen, Councilwoman	<u> </u>	<u>✓</u>
17 18 <u>Robert S. Margolis</u> 19 Robert S. Margolis, Councilman	<u>✓</u>	<u> </u>
20 21 <u>Dr. Carmine A. Priore</u> 22 Dr. Carmine A. Priore, Councilman	<u>✓</u>	<u> </u>

23
24
25
26 **ATTEST:**

27
28 BY: Awilda Rodriguez
29 Awilda Rodriguez, Village Clerk
30
31

32
33 **APPROVED AS TO FORM AND**
34 **LEGAL SUFFICIENCY**

35
36 BY: Jeffrey S. Kurtz
37 Jeffrey S. Kurtz, Village Attorney
38
39
40

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

RESOLUTION NO. R2006-136

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF WELLINGTON, FLORIDA APPROVING AN
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN PENINSULA PROPERTY HOLDINGS, INC. AND
THE VILLAGE OF WELLINGTON; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Florida Local Government Agreement Act, Section 163.3221, et seq., Florida Statutes, and Section 5.10, "Development Agreements" of the Village of Wellington's Land Development Regulations authorizes Development Agreements between property owners/developers and the Village to ensure adequacy of public facilities and sound capital planning, while providing certainty in the development review process and reducing the economic cost of development; and

WHEREAS, on November 23, 2004, Council approved Resolution R2004-153 approving a Development Agreement between Binks, LLC, Peninsula Property Holdings, Inc. and the Village of Wellington; and

WHEREAS, the property owner was found to be in non-compliance with the terms of the Agreement; and

WHEREAS, the Village and Owner have negotiated amendments to the Agreement; and

WHEREAS, an Amended and Restated Development Agreement between Peninsula Property Holdings, Inc. and the Village of Wellington has been prepared and is attached hereto; and

WHEREAS, the Village Council has conducted two public hearings on November 28, 2006 and December 12, 2006, to gather input and consider the proposed Amended and Restated Agreement; and

WHEREAS, the Village has determined that the execution of the Amended and Restated Development Agreement would in the interest of the citizens of the Village of Wellington.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Village Council hereby accepts and approves the Amended and Restated Development Agreement between Peninsula Property Holdings, Inc. and the

1 Village of Wellington (attached hereto as Exhibit "A") and hereby authorizes the Mayor
2 and Village Clerk to execute the Agreement.

3
4 **SECTION 3.** This Resolution shall become effective immediately upon adoption.

5
6 **PASSED AND ADOPTED** this 12th day of December 2006.

7
8 **ATTEST:**

VILLAGE OF WELLINGTON, FLORIDA

9
10
11 BY: Awilda Rodriguez
12 Awilda Rodriguez, Village Clerk

13
14 BY: Thomas M. Wenham
15 Thomas M. Wenham, Mayor

16
17 **APPROVED AS TO FORM AND**
18 **LEGAL SUFFICIENCY**

19
20 BY: Jeffrey S. Kurtz
21 Jeffrey S. Kurtz, Village Attorney

22
W:\Data\17288\Items\12774\60120\1167\Binks_Amended_Restated_Dev_Agreement_RES.doc

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN
PENINSULA PROPERTY HOLDINGS
AND THE VILLAGE OF WELLINGTON**

LISTING OF EXHIBITS

<u>Exhibit #</u>	<u>Description</u>
A	Legal Description of the Property
B	Restrictive Covenant
C	Golf Course Construction Phasing Schedule
D.	Clubhouse Renovation Schedule
E.	Binks Forest Clubhouse Finish Standards
F.	Tree Renewal Permit
G.	Alternative Landscape Plan
H.	Conceptual Interior Redesign of the Clubhouse
I.	Conceptual Exterior Elevations of the Clubhouse



**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF WELLINGTON AND
PENINSULA PROPERTY HOLDINGS, INC.**

FILE NUM 20070027500 OR BOOK/PAGE 21316/0531 DATE: 01/18/2007 11:51:39 Pgs 0531 - 719. (89pgs)
Sharon R. Bock, CLERK & COMPTROLLER

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "Amended and Restated Development Agreement" or the "Agreement") made and entered into this 22 day of December, 2006, by and between the VILLAGE OF WELLINGTON, FLORIDA, a municipal corporation organized pursuant to the laws of the State of Florida, hereinafter called the "Village", and Peninsula Property Holdings, Inc., the record title holder of the Property ("Owner"). "Village" and "Owner" are hereinafter collectively referred to as the "Parties" hereto. All references to "Owner" herein shall include successors or assigns.

WHEREAS, Owner holds title to certain real property (Property") located in the Village of Wellington, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof. The Property was previously approved as a golf course pursuant to the approval of the Binks Forest of the Landings at Wellington, P.U.D. Plat 1, Plat 2, Plat 3 and Plat 4 (the PUD), recorded in Official Records of the Public Records of Palm Beach County, Florida.

WHEREAS, on January 24, 2005, the Village, Owner and Binks, LLC executed a Developer Agreement which was recorded in the Public Records of Palm Beach County, Florida, in O.R. Book 18057, Page 0359; and

WHEREAS, as a result of litigation between Owner and Binks, LLC, Binks, LLC no longer has any rights in, to or arising out of that Development Agreement; and

WHEREAS, the Village and Owner desire to amend the Development Agreement in the manner set forth in this Amended and Restated Development Agreement; and

WHEREAS, this Amended and Restated Development Agreement is entered into pursuant to the provisions of the Florida Local Government Agreement Act, Section 163.3221, et seq., Florida Statutes, in Section 5.10, "Development Agreements" of the Land Development Regulations of the Village (LDR); and

WHEREAS, the Florida Local Government Agreement Act, Section 163.3221, et seq., Florida Statutes, and Section 5.10, "Development Agreements" of the Land Development Regulations of the Village ("LDR"), authorizes Development Agreements between property owners/developers and the Village to ensure adequacy of public facilities and sound capital planning, while providing certainty in the development review process and reducing the economic cost of development; and

WHEREAS, a Development Agreement is determined to be a legislative act of the Village in the furtherance of its powers to plan and regulate development and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the land subject to the Development Agreement, and the obligations and responsibilities arising thereunder on the property owner shall be superior to the rights of said mortgagees or lien

holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of the Agreement; and

WHEREAS, Owner represents that it is the Owner of the real property described in Exhibit "A" attached hereto and that Owner has the authority to enter into this Agreement; and

WHEREAS, the Parties have determined that the execution of this Agreement would be beneficial to all Parties; and

WHEREAS, Owner intends that construction of not more than ninety (90) residential dwelling units and related facilities occur on the approximately 15 acres on the west side of Binks Forest Drive on the site of the former driving range of the Binks Forest Golf Course (the "Residential Element" or the "Project"). In order for the Project to be approved by the Village, a change to the Future Land Use Map of the Village was required and has been granted. Further, a Development Order Amendment to the Binks Forest of the Landings at Wellington, P.U.D. (the "PUD") must be applied for and granted. The Village has the authority to approve such changes and modifications; and

WHEREAS, the Village is currently engaged as a Defendant in litigation concerning the land use plan, which is more specifically set forth in Denis Potiris and Bart Novak vs. Florida Department of Community Affairs and the Village of Wellington, 4th DCA Case No.: 4D05-3134, L.T. No.: 05-0943GM currently pending before the Fourth District Court of Appeal; and

WHEREAS, in conjunction with the Project, Owner will reconstruct the Binks Forest golf course, install a new driving range and practice facility, and renovate and reconstruct the existing clubhouse (the "Golf Element"). Owner shall complete the reconstruction of the golf course and substantially complete the renovation and reconstruction of the existing clubhouse prior to the first building permit being issued for any residential unit. Golf course must be open for play to members/public and the course must be in use (in use means members/public are actually playing the game of golf). Substantial completion of the clubhouse shall be defined as the issuance of the Certificate of Occupancy for the clubhouse building. The clubhouse will be open for use by members/public prior to the issuance of a building permit for any residential unit in the project (open for use means the restaurant is serving food, the bar is serving drinks, the golf/pro shop is servicing members, functions are able to be held in the banquet facilities and any and all other amenities are available to it's members/public). The reconstruction of the golf course and the driving range and the reconstruction and renovation of the clubhouse do not require a modification to the PUD. The Residential Element and the Golf Element are dependent upon each other for the success of the overall transaction; and

WHEREAS, the Village desires to impose certain conditions on the approval of the Project, which will include the establishment of a phasing plan for the construction of the Golf Element and the Project; and

WHEREAS, the Village finds that the proposed development is consistent with the Village's Comprehensive Plan; and

WHEREAS, there are certain pending code enforcement issues which have been brought by the Village against owner and the parties desire to address the status of penalties currently due pursuant to these code enforcement proceedings and further actions relative to these code enforcement proceedings and the penalties relative to the proposed construction and renovation of the golf course and the clubhouse as hereafter set forth.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by both Parties, it is hereby agreed by and between the Parties as follows:

1. Recitations: All of the above recitals are incorporated herein and made a part hereof.
2. Village: The Village of Wellington is a municipality organized and existing under the laws of the State of Florida exercising governmental functions and powers pursuant to its Charter and is hereinafter referred to as the "Village". The principal office of the Village is located at 14000 Greenbriar Boulevard, Wellington, Florida 33414.
3. Peninsula Property Holdings, Inc., ("Owner") is the owner of the Property which is the subject of this Agreement and which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.
4. The duration of this Agreement shall be the earlier of the completion of the Project or November 24, 2014. The term may be extended by mutual consent of the Village Council and Owner subject to a public hearing.
5. Public Hearing: The Village has conducted two public hearings prior to entering into this Amended and Restated Agreement to comply with the requirements of Florida Law and Section 5.10 of the LDR.
6. Purpose: This Agreement sets forth the terms and conditions under which the Property described in Exhibit "A" shall be developed. The goal of Village and Owner is to cause the development of the Project in a commercially viable manner that is consistent with, and furthers the goals of, Village and its residents. Owner acknowledges that it has executed a Land Use Restriction (the "Restriction") which has been placed of record to govern the future of the golf course. The Restriction is attached hereto as Exhibit "B" and made a part hereof by reference. It is understood and agreed that all obligations under this Agreement must be accomplished in a timely manner in accordance with the terms of this Agreement by Owner or its successors and assigns. The Village must receive a request for an extension of time on any of the submitted or development deadlines at least sixty (60) days prior to the deadline.
7. The Project: The Project will consist of no more than ninety (90) residential dwelling units and related facilities on approximately 15 acres on the west side of Binks Forest Drive on the site of the former driving range of the Binks Forest Golf Course (the "Residential Element" of the "Project"). In conjunction with the Project, Binks will reconstruct the Binks Forest Golf Course and related facilities including the reconstruction and renovation of the existing clubhouse (the "Golf Element"). The Golf Element and the Residential Element shall jointly be known as the "Project" The Project shall be approved and completed as further defined herein.

8. The Applications: In order to construct the Residential Element, Owner shall execute and deliver to the Village an Application for a Development Order Amendment to the Wellington Landings PUD for Site Plan Approval and an Application for approval by the Architectural Review Board (collectively, the "Applications"), such Applications to be in accordance with the requirements of the LDR. The Village shall, upon receipt of the Applications, commence the appropriate regulatory proceedings all in accordance with the terms and conditions agreed upon herein and the requirements of the LDR, Code of Ordinances and applicable state statutes. Prior to the transfer of any property, which is the subject of this Agreement, from the Owner to another entity, the golf course shall be platted with a boundary plat.

9. Future Land Use and Zoning: The Village has changed the Future Land Use classification of CR (Commercial Recreational) to a Future Land Use classification of Residential "E" for the Residential Element portion of the Property which permits 5-8 dwelling units per acre upon demonstration that the technical requirements of the LDR and the Comprehensive Plan have been met. If either the golf course or clubhouse have not been completed by September 30, 2008, such failure to complete those improvements shall be deemed to be an irrevocable request and an application by the Owner to revert the land use classification from Residential "E" to "CR" or its then existing equivalent classification. Such inaction further authorizes the Village and its staff to process and complete such application on behalf of the Owner without receipt of any further written consent. The Owner may apply for the Development Order Amendment, Site Plan and Architectural Review approvals for the Residential Element at any time. No building permits related to the Residential Element shall be issued unless and until the Golf Course Element is completed and operational.

10. Project Approval: Pursuant to the Applications, the Village may approve the Development Order Amendment and Owner's Site Plan for the Residential Element, permitting the construction of no more than ninety (90) residential dwelling units and related facilities at such time as Owner demonstrates that the technical requirements for Development Order Amendment and site plan approval enumerated in the LDR (including concurrency) have been met. The maximum height of any building shall not exceed thirty five (35) feet and all buildings shall conform to all requirements of the LDR. No lighting shall be permitted on the golf course or driving range to facilitate practice or play after dark. No netting may be placed on or around the driving range.

11. Commencement of the Development: Owner may proceed with the plans for the reconstruction of the golf course and related facilities, including but not limited to the new driving range and practice facility, without any further planning or zoning approvals from the Village. The driving range and practice facility will be located generally on the east side of Binks Forest Drive and north of the existing clubhouse. The clubhouse renovation and reconstruction will go through the appropriate approval processes as set forth in the LDR. The Owner has begun golf course reconstruction and shall complete such construction in accordance with the schedule set forth in paragraph 14.

12. Public Facilities: The Village or Acme Improvement District will provide the water, sewer, drainage and waste management facilities to service the development; there are no new facilities needed to service the development; and all necessary public facilities to support the impact of the development are currently in place. Owner shall be responsible for any offsite roadway

improvements as determined necessary through the Development Order Amendment process. Owner shall be responsible for all connection and hook-up charges related to be above-referenced public facilities. It shall be Owner's responsibility to construct the on-site water and sewer lines necessary to connect to the public system.

13. Compliance with Governmental Regulations: The Parties understand and agree that, for the Development, drainage requirements, building code issues, life safety matters, and all other issues not specifically set forth herein, will be subject to all applicable governmental and administrative requirements. Nothing herein shall be construed to excuse or release Owner from compliance with the applicable laws, rules, and regulations of the Village or other regulatory agencies of the County, State, or Federal Government. During the pendency of this Agreement owner agrees to allow Village Code Enforcement Officers, Building and Engineering Inspectors complete access to the Property, including the interior portions of the clubhouse, cart storage area, and maintenance building to conduct inspections as they deem appropriate, in order to ensure compliance with any and all governmental regulations upon reasonable notice to Owner. Reasonable notice shall be at least twenty-four (24) hours notice by facsimile or hand delivery, of a written request to inspect the Property to either the onsite manager, as may be designated by Owner, or to Owner at the addresses set forth in Section 18 below.

14. Development Schedule: The Parties understand and agree that the approval of the Project by the Village is conditioned upon compliance with the following schedule:

A. GOLF COURSE

1. The reconstruction of the golf course shall be the initial element of the Development on which construction shall commence. The construction of the Residential Element shall commence subsequent to the reconstruction of the golf course and reconstruction and renovation of the existing clubhouse.
2. In order to insure the completion of the reconstruction of the golf course, Owner understands and agrees that the Village will not issue any building permits for any residential units until such time as the golf course is completed, open and playable (the "completion date"). It is intended that golf course must be open for play to members/public and the course must be in use (in use means members/public is actually playing the game of golf). Written certification of the completion date for the golf course shall be in the form of a letter to the Village from Gene Bates (the "Bates letter"), the architect in charge of the reconstruction of the golf course with independent verification by the Village Planning, Zoning and Building Department, the Village Attorney and an independent third party agreed upon by Bates and the Village, (the "Village Approval"). The cost of the third party shall be borne by Owner. The Village shall have fifteen (15) calendar days (the "verification period") from receipt of the Bates letter to complete its independent verification. If the Village does not issue its independent verification of completion, or a letter denying verification of completion with explicit reasons therefore, within the verification period, the golf course shall be deemed to be "complete".

3. The golf course shall be reconstructed in accordance with the phasing schedule attached hereto as Exhibit "C". Upon the completion of each phase, the Owner shall notify the Village. The Village staff shall inspect and confirm completion by notifying the Village Council and Owner. Pursuant to this phasing schedule, the golf course shall be open and playable by September 30, 2007.
4. A substantial number of trees have been removed from the golf course due to hurricanes, disease and decisions to make the golf course playable. The Owner agrees to replace trees in accordance with the provisions of the Tree Renewal Permit, attached hereto as Exhibit "F", as modified by the Alternative Landscape Plan attached hereto as Exhibit "G", which reflects Village staff, as well as residents' input, which Alternative Landscape Plan represents the full extent of Owner's obligations with respect to tree replacement.
5. Owner shall provide surety to guarantee the completion of the golf course including the comfort stations, the new golf cart barn and the maintenance facility. The surety shall be provided in an amount equal to 110% of the contracted cost of construction of each of these facilities. The surety shall be established either in the form of escrowed funds, an irrevocable letter of credit or an irrevocable surety bond as determined by Owner subject to approval as to form and substance by the Village Attorney. Surety for the prime contract for the golf course shall be established within thirty (30) days of the effective date of this Amended Agreement. Surety shall be increased with respect to the comfort stations, the cart barn and the maintenance facility within fifteen (15) days from the effective date of the construction agreement for each of these respective agreements. Surety shall be reduced proportionately upon the issuance of certificates of occupancy or completion of any of these improvements. It is acknowledged by the parties that a substantial portion of the cost of construction shall have been paid by Owner for the renovation of the golf course at the time of execution of this Agreement. Therefore, the amount of surety to be posted for this portion of the work shall be an amount equal to the contracted cost of construction less the amount certified by Gene Bates as having been paid multiplied by one hundred ten (110%) percent.

B. CLUBHOUSE

1. Owner shall complete reconstruction and renovation of the clubhouse prior to the issuance of the building permit for the first (1st) residential unit in the Residential Element. In order to insure the completion of the construction and the issuance of the Certificate of Occupancy for the clubhouse, Owner shall require its General Contractor to post a performance bond and Owner shall secure a completion guarantee which shall run in favor of the Village and Owner and any construction lender. The performance bond and guarantee shall be in acceptable form to the Village Attorney. Once having commenced construction, Owner shall continue construction of the clubhouse until such time as its Certificate of Occupancy has been issued and it is open. All of the foregoing notwithstanding, Owner agrees that the clubhouse will be completed by September 30, 2008. The architect of record on the clubhouse shall certify to the Village that the clubhouse is completed.

2. The clubhouse, when renovated, shall be of equal or better quality than the Breakers West Clubhouse and shall be completed in accordance with the clubhouse renovation schedule and standards attached hereto as Exhibits "D" and "E". The conceptual plans for the interior redesign and exterior elevations of the clubhouse are attached hereto as Exhibits "H" and "I". The parties understand that the plans are conceptual and may be altered through the approval and permitting stages required by the Village's Land Development Regulations and this Agreement. The plans are demonstrative of the scope of renovation to take place and the approximate size, scale and usage of space that will be encompassed by the completed renovation.
3. The clubhouse shall be deemed complete when the Village has issued a Certificate of Occupancy and the clubhouse is open for use by members/public (open for use means the restaurant is serving food, the bar is serving drinks, the golf/pro shop is servicing members, functions are able to be held in the banquet facilities, and any and all other amenities are available to it's members/public).
4. The reconstruction of the golf course shall be the initial element of the Development on which construction shall commence. The construction of the Residential Element shall commence subsequent to the reconstruction of the golf course and reconstruction and renovation of the existing clubhouse.

C. CODE ENFORCEMENT FINES

Code enforcement fines for code violations related to the golf course and clubhouse through Sunday, September 17, 2006, totaled the sum of \$209,459.47. The Village agrees to hold all further fines in abeyance commencing with the start of reconstruction of the golf course on September 21, 2006. As long as the foregoing phasing schedules for completion of the golf course and clubhouse are maintained, no additional fines shall accrue.

D. LIQUIDATED DAMAGES

Village and Owner recognize that time is of the essence in this Agreement and that damages will accrue if the golf course and clubhouse renovations are not completed within the time frames set forth in paragraphs 14.A.3 and 14.B.1. The Village and Owner also recognize the delays, expense and difficulties involved, in proving in a legal or arbitration proceeding, the actual loss suffered by the Village if the golf course and clubhouse are not completed on time. Accordingly, instead of requiring any such proof, Village and Owner agree that as liquidated damages for delay (but not as a penalty), Owner shall pay Village One Thousand Dollars (\$1,000.00) for each day that expires after September 30, 2007 that the golf course is not open and September 30, 2008 that the clubhouse is not substantially complete.

15. Restrictive Covenants: The Parties understand and agree that the approval of the Project has been conditioned upon the recording of a Land Use Restriction Agreement (the "Restriction") which limits the future use of the existing Binks Forest Golf Course to golf facilities and prohibits the use of the same for housing or non-recreational commercial development. The Restriction has been executed and recorded in the Public Records of Palm Beach County, Florida, in O.R. Book 18057 , at Page 0359, and is binding upon the Owner, its successors and

assigns. If the challenge pursuant to the provisions of Chapter 163, Florida Statutes, to the land use plan amendment results in Owner not being able to move forward with the Project, the owner of the Property may request that the Village release the Restrictive Covenant. In such event, the Village shall release the Restrictive Covenant immediately upon the return of the Land Use Plan designation for the residential element to Commercial Recreational.

16. Recordation: Within fourteen (14) calendar days after the Effective Date, the Clerk to the Village Council shall record this Amended and Restated Agreement in the public records of Palm Beach County. A copy of the recorded and executed Agreement shall be submitted to the Department of Community Affairs ("DCA") within fourteen (14) calendar days after the Agreement is recorded. If the Agreement is amended, cancelled, modified, extended, or revoked, the Clerk shall have notice of such action recorded in the public records and such recorded notice shall be submitted to DCA.

17. Successors and Assigns: This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided however, that nothing herein shall be construed to prevent the sale or other transfer of the Development by Owner or any of its successors in title subject to the provisions hereof.

18. Notices, Demands and Communications: Formal notices, demands and communications between Village, Owner shall be sufficiently given if and shall not be deemed given unless dispatched by certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Village and Owner as follows:

Village Manager
Village of Wellington
14000 Greenbriar Boulevard
Wellington, Florida 33414

With a copy to:
Village Attorney
Jeffrey S. Kurtz, Esq.
Brinkley, Morgan, Solomon, Tatum, Stanley, Lunny & Crosby, LLP
200 East Las Olas Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

Owner:
Peninsula Property Holdings, Inc.
c/o Peninsula Bank
3100 S. McCall Road
Englewood, Florida 34224

With a copy to:
F. Martin Perry, Esq.
Perry & Taylor, P.A.
2410 PGA Boulevard
Suite 110

Palm Beach Gardens, Florida 33410

Written notices, demands and communications may be sent in the same manner to such other addressee as the affected party may from time to time designate by mail.

19. Conflict of Interests: No member, official or employee of Village shall make any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. Owner warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for obtaining this Agreement.

20. Non-Liability of Village, Officials, Employees, and Agents: No member, official, employee or agent of the Village of Wellington shall be personally liable to Owner in the event of any default or breach by Village or for any amount which may become due to Owner as a result of a default or breach by the Village.

21. Enforced Delay: Performance by either party under this Agreement shall not be deemed to be in default where delays or defaults are due to war; insurrection; terrorist attacks; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; acts or failure to act of any public or governmental authority or entity or any other causes (other than lack of funds of Owner) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for a period of the enforced delay and shall commence to run from the commencement of the cause, if notice by the party claiming such extension is sent to the other party within fifteen (15) calendar days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by agreement of Village's Manager and Owner.

22. Periodic Review:

1. Annual review. The Village Council may review the development in order to determine whether there is compliance with the Development Agreement annually, commencing one (1) year after the Effective Date of this Amended and Restated Agreement
2. Initiation. The annual review shall be initiated by Owner submitting a report to the Zoning Director. The initial annual report shall be submitted by Owner on or before December 1, 2007, and every twelve (12) months thereafter.
3. Compliance. If the Zoning Director finds and determines that Owner has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.
4. Failure to comply. If the Zoning Director makes a preliminary finding that there has been a failure to comply with the terms of this Agreement, the findings shall be referred to the Village Council, and the Village shall conduct two (2) public hearings pursuant to the requirements of Section 5.10 of the LDR at which the developer may

demonstrate good faith compliance with the terms of this Agreement. The first public hearing shall be held by the Local Planning Agency. If the Village Council finds and determines during the public hearings, on the basis of substantial competent evidence, that Owner has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Village Council may negotiate modifications to the Agreement with Owner or declare Owner to be in breach of the Agreement and terminate this Agreement.

5. **Advertisement.** Any and all advertisement costs for the Village Council's Annual Review of this Agreement shall be the responsibility of Owner.

23. **Title of Parts and Sections:** Any titles of the Parts, Sections or Subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

24. **Governmental Approvals:** Should Owner at any time require the approval of any governmental body or board, whether of local, regional, state or federal jurisdiction, Owner shall bear the sole cost and responsibility for obtaining the approval. All local development permits shall be obtained at the sole cost of Owner. No development of the Property shall be allowed until such time as the applicable development orders and permits have been received by Owner.

25. **Time of Essence:** Time is of the essence in the performance of this Agreement.

26. **Applicable Law:** This Agreement shall be governed by, construed and enforced under and pursuant, to the laws of the State of Florida, and venue of any action shall lie exclusively in Palm Beach County, Florida.

27. **Severability:** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

28. **Legal Actions:** In the event any legal action (including arbitration) is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach of the Agreement, the party prevailing in any such action shall be entitled to recover all reasonable attorney fees and costs incurred in the action at both the trial and appellate levels.

29. **Renegotiation of the Agreement:** The Parties acknowledge and agree in the event it is necessary to renegotiate any of the provisions contained in this Agreement, the Parties shall do so reasonably and in a timely and expeditious fashion such that the Development shall not be unreasonably delayed. Any modification to the Agreement pursuant to this provision shall be approved by the Village Council at a public hearing.

30. **Execution of Other Documentation:** Village and Owner agree to cooperate with each other and execute any further documentation that may be reasonably necessary to carry out the intent and the obligations of any Party under this Agreement. This paragraph shall not be construed to

eliminate or reduce the Village's discretion in reviewing the various development Applications contemplated by this Agreement.

31. Amendments: This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and/or their successors in title, as the case may be. No amendment or waiver of any provision of this Agreement shall be effective unless the amendment or waiver of any provision to this Agreement be in writing and signed by Village and by Owner. Any waiver or consent shall be effective only in the specific instance and for the specific instance for which given and shall not be construed as a continuing waiver. All amendments of this Agreement shall comply with all then existing and applicable local, state and federal laws, including, but not limited to, the provisions of Section 5.10 Development Agreements of the LDR.

32. Effective Date: The Effective Date of this Agreement shall be retroactive, nunc pro tunc, to January 24, 2005; provided, however, that the effective date for the purpose of posting surety shall be the date on which this Agreement is last executed by either of the parties.


33. Counterparts: This Agreement is executed in two (2) duplicate originals each of which is deemed to be an original.

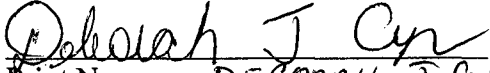
34. Comprehensive Plan Litigation: An appeal is presently pending before the 4th District Court of Appeal of Florida from a decision rendered by the Department of Community Affairs in the case styled Denis Potiris and Bart Novak vs. Florida Department of Community Affairs and the Village of Wellington, 4th DCA Case No.: 4D05-3134, L.T. No. 05-0943GM. This litigation has challenged the action of the Village in approving the Comprehensive Plan contemplated by the Development Agreement between the Village and Peninsula Property Holdings, Inc. The Village acknowledges that it has diligently defended this litigation and shall continue to do so. Further, Village agrees to keep Owner informed as to the status of the litigation and to provide copies of any and all further pleadings to Owner. Owner agrees that it shall reimburse the Village for any and all of its reasonable legal fees and expenses related to the defense of this litigation, including the defense before the Department of Community Affairs, the appeal and any subsequent legal proceeding which may be required to finally dispose of the litigation such payment shall be due upon execution of the Agreement.

35. Indemnification: Owner agrees to protect, defend, indemnify, and hold harmless Village, its employees, and representatives from any and all claims, challenges and liabilities, including all attorney's fees and court costs, including appeals, for which Village, its employees, agents and representatives arising out of or connected with this Agreement, and/or, any development approvals or actions taken at the request of the applicant in furtherance of this Agreement.

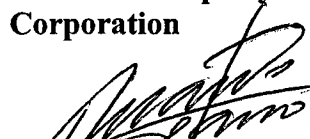
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Witnesses:

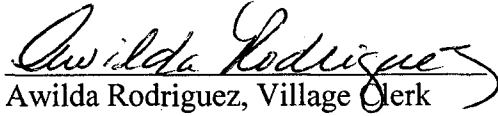

Print Name: R.T. GRANICZ.


Print Name: DEBORAH J CYR

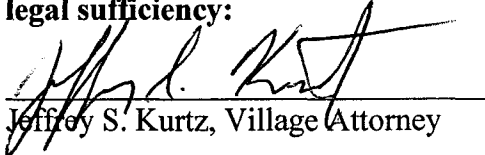
Peninsula Property Holdings, Inc., a Florida Corporation


Print Name: RICARDO SOLANO
Its: VICE PRESIDENT
Date: 12/22/06

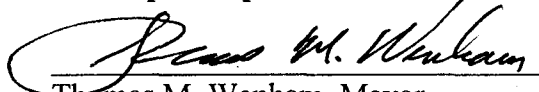
Attest:


Awilda Rodriguez, Village Clerk

Approved as to form and legal sufficiency:

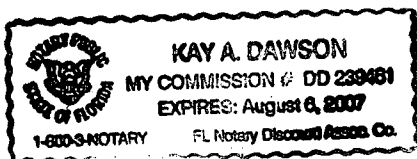

Jeffrey S. Kurtz, Village Attorney

Village of Wellington, Florida, a Florida municipal corporation


Thomas M. Wenham, Mayor
Date: 12-28-06

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and subscribed before me this 22 day of December, 2006,
by Richard Solano, as the Vice President of Peninsula Property
Holdings, Inc., who is personally known to me or has produced _____
as identification.



Kay A. Dawson

Notary Public, State of Florida

Print Name

Commission No.:

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL "H", PARCEL "K" AND PARCEL "L", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 56, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "B", PARCEL "C" AND PARCEL "F", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 101, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "B" AND PARCEL "M", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 132, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "J", PARCEL "K", PARCEL "L" AND PARCEL "N", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO, AND TOGETHER WITH, EASEMENTS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.

LEGAL DESCRIPTION OF TOWNHOME PARCEL – RESIDENTIAL ELEMENT

A PARCEL OF LAND BEING A PART OF PARCEL "J", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BOUNDARY CORNER OF SAID PARCEL "J"; SAID BOUNDARY CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 01°19'52" WEST, ALONG THE BOUNDARY COMMON WITH SAID PARCEL "J" AND SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT", A DISTANCE OF 520.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 86°09'16" EAST, DEPARTING SAID BOUNDARY LINE, A DISTANCE OF 657.54 FEET; THENCE, NORTH 83°32'27" EAST, A DISTANCE OF 517.25 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "J"; SAID POINT BEING A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1410.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 75°08'11" EAST; THENCE, NORTHERLY ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BINK'S FOREST DRIVE, AS SHOWN ON SAID PLAT, THROUGH A CENTRAL ANGLE OF 22°46'13", A DISTANCE OF 560.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 88°58'25" WEST, DEPARTING SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY LINE OF SAID PARCEL "J", A DISTANCE OF 1122.73 FEET; THENCE, SOUTH 01°19'52" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO, AND TOGETHER WITH, EASEMENTS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.

EXHIBIT "B"
RESTRICTIVE COVENANT

Print

Zoom In

Zoom Out

Best Fit

Fit To Width

Fit To Height

Rotate

This Instrument Prepared by and Return to:
 Jeffrey S. Kurtz, Esq.
 c/o Brinkley, McNeerney, Morgan, Solomon & Tatum, LLP
 200 East Las Olas Boulevard
 Suite 1900
 Fort Lauderdale, Florida 33301

RESTRICTIVE COVENANT

This RESTRICTIVE COVENANT is made and entered into as of the 24 day of January, 2004, by Peninsula Property Holdings, Inc. ("Owner"), who address is c/o Peninsula Bank, 1520 Ringling Boulevard, Sarasota, Florida 34236, and Binks, LLC ("Binks") whose address is c/o Mr. Frank Leo, 44 Minebrook Road, Colts Neck, New Jersey 07722 for the benefit of the Village of Wellington, Florida, a municipal corporation ("Wellington") whose address is 14000 Greenbriar Boulevard, Wellington, Florida 33414.

RECITALS

A. Owner holds title to certain real property ("Property") located in the Village of Wellington, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof. The Property was previously approved as a golf course pursuant to the approval of the Binks Forest of the Landings At Wellington, P.U.D. Plat 1, Plat 2, Plat 3, and Plat 4 (the PUD), recorded in Official Records of the Public Records of Palm Beach County, Florida.

B. Binks holds a contract to purchase the Property and additional property described in Exhibit "B" (the "Exhibit B property") attached hereto and made a part hereof by reference. Binks has submitted an application (the "Application") to Wellington for a change of the Exhibit B property in Wellington's Future Land Use Map so that the Exhibit B property will have a designation as residential all in accordance with the Village of Wellington Ordinance 2004-30.

C. Wellington and Binks have executed a Development Agreement (the "Agreement") and the Owner has joined in its execution. One of the terms of the Agreement requires the execution and recording of a Restrictive Covenant limiting and restricting the lands described in Exhibit "A" to a golf course or some other approved recreational use.

D. In order for Wellington to consider approval of the Application, Wellington must be assured that the Property described in Exhibit "A" is restricted as required in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the Owner, Binks and Wellington hereby declare as follows:

Print

Zoom In

Zoom Out

Best Fit

Fit To Width

Fit To Height

Rotate

1. Recitals. The foregoing recitals set forth above are true and correct and incorporated herein by reference.
2. This Restrictive Covenant established by the Agreement shall run with the land and is for the benefit of Wellington.
3. The Parties to the Agreement agree that this Restrictive Covenant is binding on the Owner, Binks and all subsequent owners and mortgagees of the Property. The Owner represents and warrants that there are no mortgages of record encumbering the Property as of the date of execution hereof.
4. Restrictive Covenant. Upon and after the designation of the Exhibit B property as Residential on the Future Land Use Map of the Village of Wellington, the Property described in Exhibit "A" shall thereafter have the following development rights and limitation under the Plan:

Until such time as the Village of Wellington shall designate otherwise as provided herein and in the Development Agreement, the future land use of the Property described as the existing Binks Forest Golf Course and more specifically described in Exhibit "A" attached hereto shall be used only for golf and related facilities, including a club house, and the Property may not be used for housing or non-recreational commercial development.

5. Enforcement. Wellington may enforce these restrictions in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate the covenant or restriction herein. The failure by Wellington to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or the right of Wellington to thereafter enforce such covenant or restriction. Only Wellington will have the right to enforce this Restrictive Covenant. No other party will be deemed a third-party beneficiary for any purpose. This Restrictive Covenant may only be modified, amended or released by a document executed by Wellington and the Owner and recorded in the Public Records of Palm Beach County, Florida. The parties acknowledge that Wellington will be irreparably damaged if this Restrictive Covenant is not specifically enforced. Therefore, in the event of a breach or threatened breach by Owner, its successors and/or assigns, as to any provision of this Restrictive Covenant, Wellington shall be entitled to all the rights and remedies, including injunctive relief, restraining such breach without being required to show any actual damage, irreparable harm, or to post any bond or other security. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this.

6. Amendment. Wellington specifically reserves the absolute and unconditional right to amend this Restrictive Covenant without the consent or joinder of any party. However, in order to release or modify this Restrictive Covenant, the amendment must be presented to the citizens of the Village of Wellington through a referendum question and approved by the affirmative vote

Print

Zoom In

Zoom Out

Best Fit

Fit To Width

Fit To Height

Rotate

of a majority of electors, voting in a Village wide referendum, on the question. The costs and expenses associated with the referendum shall be borne by the party seeking the amendment.

7. **Entire Agreement.** This Restrictive Covenant sets forth the entire understanding and agreement between Wellington, the Owner and Blinks. No other agreements or obligations will be created or implied by virtue of this Restrictive Covenant. This instrument does not grant Wellington any use, possessory, right, easement or other rights with respect to the Property.

8. **Validity.** This Restrictive Covenant shall become valid and effective immediately upon its recordation in the Public Records of Palm Beach County, Florida.

9. **Governing Law.** This Restrictive Covenant shall be governed by and construed in accordance with the laws of the State of Florida.

10. **Attorney's fees.** If any legal or equitable action or other proceeding is brought for the enforcement of the Restrictive Covenant, the successful and prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all expenses incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

11. **Captions and Statement of Purpose.** Captions inserted throughout this Restrictive Covenant are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Restrictive Covenant.

12. **Gender and Plural Terms.** Whenever the context so requires, any pronoun used in this Restrictive Covenant may be deemed to mean the corresponding masculine, feminine, or neuter form of the pronoun, and the singular form of any noun or pronoun may be deemed to mean the corresponding plural form of the pronoun and vice versa.

13. **Severability; Amendments to Laws.** If any one of the provisions of this Restrictive Covenant shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions of this Restrictive Covenant, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms or conditions of this Restrictive Covenant, or reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Wellington, increasing the liabilities of or duties imposed on Wellington, or making void or voidable Wellington's rights hereunder will not be incorporated into this Restrictive Covenant by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

14. **Duration and Renewal.** This Restrictive Covenant and the terms provisions, conditions, covenants, restrictions, reservations, regulations, burdens contained in this Restrictive Covenant shall run with and bind all of the lands described in Exhibit "A" and inure to the benefit of Wellington, its respective legal successor or assign, for the term of 90 years from the date of this

Print

Zoom In

Zoom Out

Best Fit

Fit To Width

Fit To Height

Rotate

Restrictive Covenant, after which time this Restrictive Covenant shall be automatically renewed and extended for successive periods of 10 years each unless at least one year before the termination of the 90-year period or before each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Restrictive Covenant, which instrument is signed by all then acting members of the Village Council, or its legal successor, upon which event this Restrictive Covenant shall be terminated upon the expiration of the 90-year term or the 10-year extension during which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, the parties have executed their hands and seals on the day and year first above written.

Witnesses:

Print Name: William P. [Signature]

Print Name: William Daniels

Print Name: Penny G. Edwards

Print Name: Karl Riley

Attest:

Awilda Rodriguez
Awilda Rodriguez, Village Clerk

Approved as to form and
legal sufficiency:

Jeffrey S. Kurtz
Jeffrey S. Kurtz, Village Attorney

Binks, LLC, a Florida limited liability
company

By: Frank A. Leo
Its Managing Member

Peninsula Property Holdings, Inc., a Florida
Corporation

By: [Richard Solano] Simon Portney
Its: President

Village of Wellington, Florida, a Florida
municipal corporation

Thomas M. Wenham
Thomas M. Wenham, Mayor

Print

Zoom In

Zoom Out

Best Fit

Fit To Width

Fit To Height

Rotate

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and subscribed before me this 15th day of March, 2004,
by Frank A. Leo, as the Managing Member of Binks, LLC, who is personally known to me or
has produced _____ as identification.


Notary Public, State of Florida

Print Name

Commission No.:

My Commission Expires:

William P. Jacobson

My Commission DC911813

Expires June 18, 2008

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGED and subscribed before me this 12th day of November, 2004,
by Simon Portney as the President of Peninsula Property
Holdings, Inc., who is personally known to me or has produced personally known to me
as identification.



Tracey Schack
MY COMMISSION # DC180443 EXPIRES
January 22, 2007
BONDED THROUGH TRACY PALM INSURANCE, INC.


Notary Public, State of Florida

Print Name Tracey Schack

Commission No.: DC180443

My Commission Expires: 1/22/07

G:\WP\Site\State\Willington\Contract\Binks Dev\Restrictive Cov 2.doc

Print

Zoom In

Zoom Out

Best Fit

Fit To Width

Fit To Height

Rotate

EXHIBIT "A"**LEGAL DESCRIPTION OF BINK'S FOREST GOLF COURSE LANDS**

PARCEL "H", PARCEL "K" AND PARCEL "L", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 56, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "B", PARCEL "C" AND PARCEL "F", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 101, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "B" AND PARCEL "M", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 132, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PARCEL "J", PARCEL "K", PARCEL "L" AND PARCEL "N", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

EXCEPTING HOWEVER, A PARCEL OF LAND BEING A PART OF PARCEL "J", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BOUNDARY CORNER OF SAID PARCEL "J"; SAID BOUNDARY CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 01°19'52" WEST, ALONG THE BOUNDARY COMMON WITH SAID PARCEL "J" AND SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT", A DISTANCE OF 520.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 86°09'18" EAST, DEPARTING SAID BOUNDARY LINE, A DISTANCE OF 657.54 FEET; THENCE, NORTH 83°32'27" EAST, A DISTANCE OF 517.25 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "J"; SAID POINT BEING A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1410.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 75°08'11" EAST; THENCE, NORTHERLY ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BINK'S FOREST DRIVE, AS SHOWN ON SAID PLAT, THROUGH A CENTRAL ANGLE OF 22°46'13", A DISTANCE OF 560.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 88°58'25" WEST, DEPARTING SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY LINE OF SAID PARCEL "J", A DISTANCE OF 1122.73 FEET; THENCE, SOUTH 01°19'52" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO, AND TOGETHER WITH, EASEMENTS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.

Print

Zoom In

Zoom Out

Best Fit

Fit To Width

Fit To Height

Rotate

EXHIBIT "B"**LEGAL DESCRIPTION OF BINK'S FOREST TOWNHOME PARCEL
RESIDENTIAL ELEMENT**

A PARCEL OF LAND BEING A PART OF PARCEL "J", BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BOUNDARY CORNER OF SAID PARCEL "J"; SAID BOUNDARY CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 01°19'52" WEST, ALONG THE BOUNDARY COMMON WITH SAID PARCEL "J" AND SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT", A DISTANCE OF 520.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH 86°09'16" EAST, DEPARTING SAID BOUNDARY LINE, A DISTANCE OF 657.54 FEET; THENCE, NORTH 83°32'27" EAST, A DISTANCE OF 517.25 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "J"; SAID POINT BEING A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1410.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 75°08'11" EAST; THENCE, NORTHERLY ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BINK'S FOREST DRIVE, AS SHOWN ON SAID PLAT, THROUGH A CENTRAL ANGLE OF 22°46'13", A DISTANCE OF 560.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 68°58'25" WEST, DEPARTING SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY LINE OF SAID PARCEL "J", A DISTANCE OF 1122.73 FEET; THENCE, SOUTH 01°19'52" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

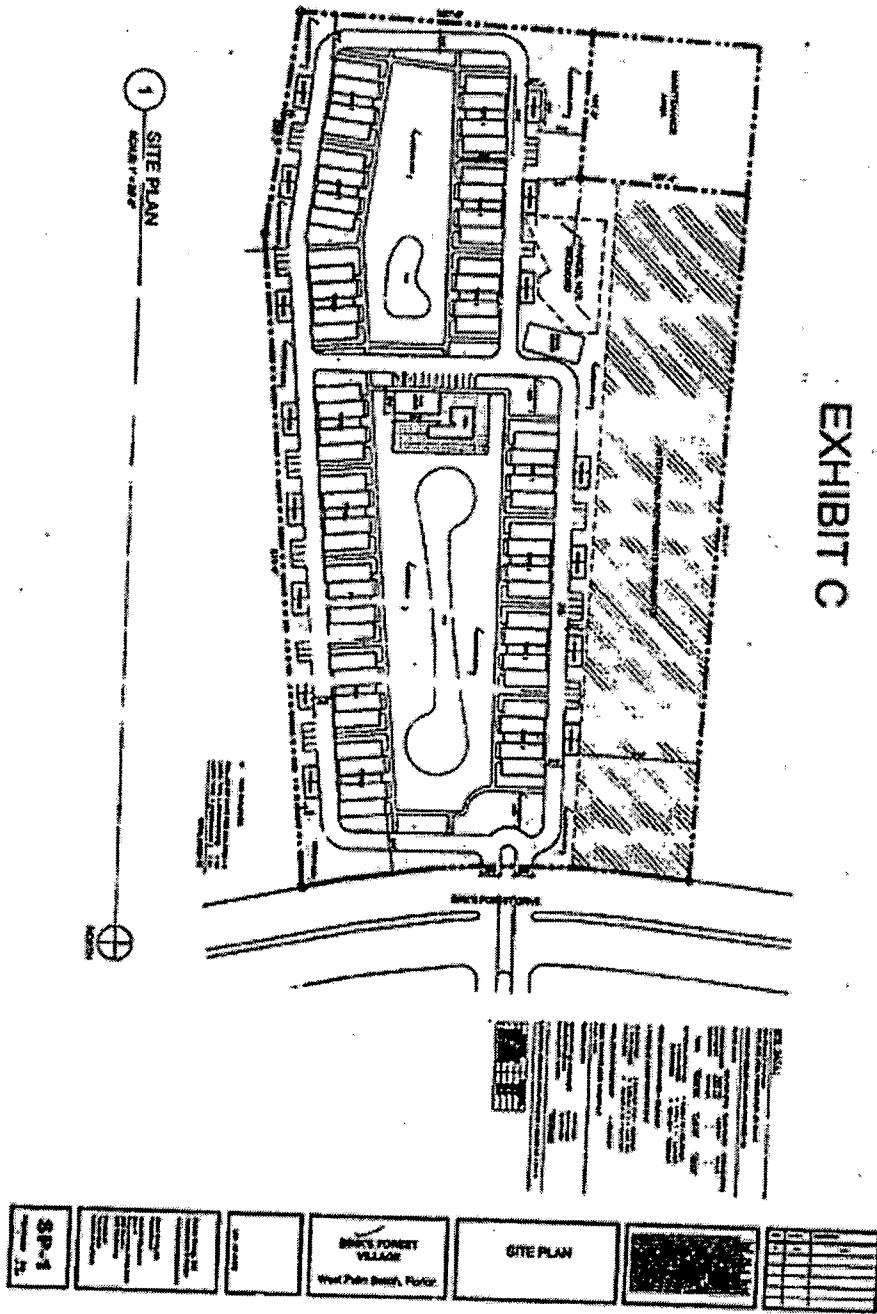


EXHIBIT "C"

GOLF COURSE CONSTRUCTION PHASING SCHEDULE

DATES	DETAIL
09/08/06 – 10/31/06	SPRAY, CLEAR AND REMOVE CART PATH
11/01/06 – 02/01/07	IRRIGATION
03/01/07 – 05/15/07	GRASSING
03/01/07 – 09/30/07	GROW IN AND CERTIFICATION BY BATES

EXHIBIT "D"

CLUBHOUSE RENOVATION SCHEDULE

SEGMENT	TIME FRAME	END DATE
SCHEMATIC DESIGN	1.5 MONTHS	FEBRUARY 15, 2007
DESIGN DEVELOPMENT	2.5 MONTHS	APRIL 30, 2007
CONSTRUCTION DOCUMENTS	4 MONTHS	AUGUST 31, 2007
CITY / COUNTY REVIEW	3 MONTHS	NOVEMBER 30, 2007
INVESTIGATION / DEMOLITION	3 MONTHS	JANUARY 31, 2008
CONSTRUCTION	8 MONTHS	SEPTEMBER 30, 2008



EXHIBIT "E"

BINK'S FOREST CLUBHOUSE FINISH STANDARDS

Page 1 of 2

BINKS FOREST GOLF CLUBHOUSE: CONCEPT PLAN FOR RESTORATION, PRELIMINARY FINISH SCHEDULE

I. Foyer and Grand Lobby

- 1) Flooring – natural stone pavers (Travertine marble, granite, etc.) or porcelain floor tile with high traffic resistant quality
- 2) Base Molding – 8" wooden molding, colonial or similar profile, stained and sealed
- 3) Wall Treatment
 - a) wainscoting – hardwood sheet product, stained and sealed or veneered/laminated sheet product with matching chair rail terminals
 - b) wall panel – wallpaper of appropriate commercial quality
 - c) crown molding – dimension and profile to match base molding, painted to complement wall panel and appropriately transition to ceiling
 - d) ceiling – drywall, light textured finish, painted

II. Main Dining Areas and Dining Additions 1 and 2

- 1) Flooring – commercial grade carpet, high traffic resistant quality
- 2) Base molding – dimension and profile to match foyer, painted to complement carpeting and transition to wainscoting
- 3) Wall treatment
 - a) wainscoting – wallpaper or high wear paint to complement carpeting
 - b) wall panel – drywall, medium textured finish, painted
 - c) crown molding – dimension and profile to match base molding
 - d) ceiling – suspended acoustic paneling with appropriate lighting design (by others)

III. Multi-use Room and Reception/Office Areas

- 1) Flooring – commercial grade carpet, high traffic resistant quality
- 2) Base molding – dimension and profile to match foyer, painted to complement carpeting and transition to wainscoting
- 3) Wall treatment
 - a) wainscoting – wallpaper or high wear paint to complement carpeting
 - b) wall panel – drywall, medium textured finish, painted
 - c) crown molding – dimension and profile to match base molding
 - d) ceiling – suspended acoustic paneling with appropriate lighting design (by others)

EXHIBIT "E"

Page 2 of 2

IV. 19th Hole (Bar)

- 1) Flooring – natural stone pavers (Travertine marble, granite, etc.) or porcelain floor tile with high traffic resistant quality
- 2) Base Molding – 8" wooden molding, colonial or similar profile, stained and sealed
- 3) Wall Treatment
 - a) wainscoting – hardwood sheet product, stained and sealed or veneered/laminated sheet product with matching chair rail terminals
 - b) wall panel – wallpaper of appropriate commercial quality
 - c) crown molding – dimension and profile to match base molding, painted to complement wall panel and appropriately transition to ceiling
 - d) ceiling – suspended acoustic paneling with appropriate lighting design (by others)

V. Men's and Women's Locker Rooms

- 1) Flooring – ceramic tile finish, high traffic resistant quality (in wet areas), commercial grade carpeting, high traffic resistant quality in remaining areas inclusive of corridors
- 2) Base Molding – dimension and profile to match dining area
- 3) Wall Treatment – wall panel: drywall, medium textured finish, painted
- 4) Ceiling – suspended acoustic paneling with appropriate lighting design (by others)

VI. Pro Shop

- 1) Flooring – porcelain floor tile, high traffic resistant quality
- 2) Base Molding – dimension and profile to match main dining area
- 3) Wall Treatment – panel: drywall, medium textured finish, painted
- 4) Ceiling – suspended acoustic paneling with appropriate lighting design (by others)

VII. Men's and Women's Restrooms

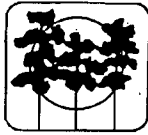
- 1) Flooring – porcelain floor tile, high traffic resistant quality
- 2) Base Molding – matching bull nose tile
- 3) Wall Treatment
 - a) wainscoting – wallpaper with rub rail terminal
 - b) wall panel – drywall, medium textured finish, painted
 - c) ceiling – drywall, light textured finish, painted

VIII. Kitchen and Adjunct Facilities

Finishes for these areas are dictated by their functional demands. Utilitarian finishes to be determined by industrial kitchen design consultants.

Exhibit "F"

TREE RENEWAL PERMIT



VILLAGE OF WELLINGTON

Community Development Department
12794 W. Forest Hill Blvd., Suite 10, Wellington, Florida 33414
Phone (561) 753-2430 FAX (561) 753-2439

Tree Removal Permit

Permit #:	VRP 06-7106	Permit Type	Tree Removal Permit
Owner:	Peninsula Property Holdings, Inc.	Contact No:	(561) 795-3420 (Cole)
Address:	c/o Peninsula Bank 3100 South McCall Road Englewood, FL 34223		(941) 474-7734(Bank)
Property Location:	Bink's Forest Golf Course	Subdivision:	N/A
Contractor/agent	Rodney Cole c/o Bates Golf Design Group, Inc.	Acreage	200 (+/-)
PCN:	Various	Zoning District:	PUD (Landings at Wellington PUD)
Approved Date:	September 11, 2006	Date Expiration:	6 months from date of approval

Conditions (Y or N): Yes

Project Description Detail: The applicant, on behalf of Peninsula Bank, is requesting a tree removal permit as part of the reconstruction of the Bink's Forest Golf Course.

CONDITIONS OF APPROVAL:

- 1) Activities on the golf course related to the tree removal, including cutting, collection and disposal of vegetative debris, stump grinding, mobilization and preparation for daily activities, etc., shall occur only between the hours of 7:00 AM and 6:00 PM. The Director of Community Services (Director) or designee may allow for work later in the evening as a result of significant delays resulting from adverse weather conditions such as hurricanes or tropical disturbances.
- 2) Activities related to the tree removal, including cutting, collection and disposal, stump grinding, preparation for daily activities, etc., shall occur Monday through Saturday. The Director or designee may allow for Sunday work as a result of significant delays resulting from adverse weather conditions such as hurricanes or tropical disturbances.
- 3) The applicant shall maintain an active dust and particulate matter control program, including the onsite presence of a watering truck. Additional control measures may be required if dust and particulate matter becomes a nuisance to surrounding properties.
- 4) The applicant shall maintain an inventory of all trees removed or relocated. The inventory shall include the following: (a) the number of trees removed; (b) the location of trees that are removed; (c) the former and new location of trees that are relocated; and (d) the approximate size and species of trees that are removed.
- 5) The applicant shall be responsible for removing all vegetative debris from the site. Onsite chipping and mulching, and application to appropriate golf course areas is acceptable.
- 6) Tree stumps shall be ground, and the ground stump area sodded or covered in accordance with the golf course reconstruction plan.
- 7) Prior to commencement of grading or similar activities, the applicant shall obtain a land development permit from the Department of Environmental and Engineering Services (EES).
- 8) This permit does not relieve the owner and applicant from compliance with the requirements of other county, state or federal agencies. The owner and applicant are responsible for obtaining all other required permits.
- 9) Removal of trees and vegetation includes the following: (a) dead, dying or diseased pine trees throughout the golf course; (b) exotic and invasive trees and vegetation throughout the golf course; (c) removal of trees associated with the relocated driving range; and (d) selective removal of trees and palms in such fairway, tee or green areas as indicated on the Bates Golf Design Group Vegetation Removal Permit application dated August 9, 2006.

- 10) Removal of trees associated with the new six acre golf driving range is subject to the following limitations: (a) initial clearing to be limited to pines, invasive species, and understory vegetation; (b) all oak trees in excess of four inches in diameter measured at six inches above grade are to be identified and tagged by the contractor; (c) the contractor shall, within seven days following completion of removal of other vegetation within the driving range, provide a survey of the tagged oak trees to the Department, including location, size and potential for relocation; and (d) the applicant shall relocate existing oaks able to be relocated throughout the remainder of the golf course, subject to review by the Department.
- 11) The applicant shall provide evidence of authorization to utilize the FPL easement for the new driving range. The authorization shall be provided prior to any vegetation removal on the driving range site.
- 12) Protective barriers shall be installed around the project perimeter and internally where necessary to protect vegetation, water bodies, structures, etc.
- 13) Open burning is prohibited.
- 14) The applicant shall provide the names and business and cellular telephone numbers of two or more supervisors familiar with the project who can be reached on a 24 hour a day basis.
- 15) The applicant agrees to an onsite weekly inspection of the tree removal activities, at mutually agreeable days and times.
- 16) The applicant agrees to allow reasonable entry by Village staff, including Code Enforcement officers and EES personnel, for inspection purposes. Entry shall occur at mutually agreeable times and days.
- 17) The applicant agrees to an overall tree replacement and irrigation plan, based upon the requirements listed below.
 - **Pine Trees.** Pine trees shall be replaced at a ratio of one tree for each tree removed. Pine trees utilized for replacement shall comply with requirements of the land development regulations or consistent with an approved alternative landscape plan (ALP).
 - **Golf Course Trees.** Golf course trees shall be replaced at a ratio of 1.5 trees for each tree removed. For the purposes of replacement, golf course trees are defined as those palms or trees removed from fairways or locations adjacent to tees and greens.
 - **Driving Range Trees.** Pine trees shall be replaced at a ratio of 1.5 trees for each tree removed. Oak trees within the new driving range shall be addressed as provided in Condition #10 of this permit.
 - **Exotic and Invasive Trees and Vegetation.** Exotic and invasive trees and vegetation are not subject to replacement.
 - **Priority of Relocation.** The priority for the location of replacement trees shall be the following: (a) placement adjacent to residential units adversely affected by tree removal; (b) location along major thoroughfares; (c) location, as permitted, within public rights-of-way or other public property; and (c) location within major entry ways into the overall community adjacent to the golf course.
 - **Alternative Landscape Plan (ALP).** An ALP may be submitted by the applicant to address issues associated with tree relocation and replacement. The ALP may include, but is not limited to, the following: (a) size of replacement materials; (b) replacement species to be utilized; (c) location of replacement trees; (d) location of relocated trees; (e) number of replacement trees; (f) timing for installation of replacement and relocated trees; (g) address onsite or offsite mitigation; and (h) address specimen trees that may present on the site. An ALP, if utilized, shall be submitted not later than November 1, 2006. An ALP shall provide a specific time schedule for the following: (a) Initiation of the replacement program; (b) installation of irrigation or water source for relocated trees; and (c) completion of the overall replacement and relocation plan.
 - **Mitigation.** Onsite or offsite mitigation for trees removed may be utilized, subject to compliance with Sec. 7.5.5 of the Land Development Regulations (LDRs).
 - **Specimen Trees.** Preservation, relocation or removal of specimen trees, if present on site, shall comply with the requirements of Sec. 7.5.6 of the LDRs.

E. Martin Hodgkins
E. Martin Hodgkins, AICP
Community Development Director

Date 9/18/06

Received by: *[Signature]*
cc: Charles H. Lynn
David Flinchum, ASLA, AICP

Print Name *F. Martin Perry* Date 9/12/06
Any for Peninsular Prop. Holdings Inc.
Paul Schofield, AICP
Jeff Kurtz, Esq., Village Attorney

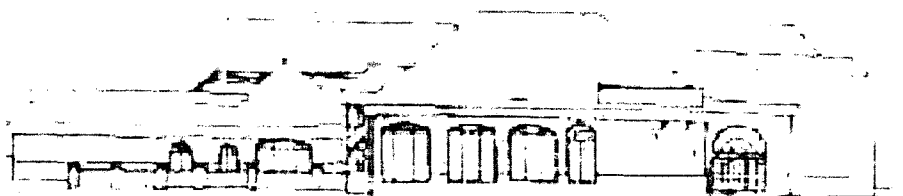
Exhibit "G"

ALTERNATIVE LANDSCAPE PLAN

2006 Planned Restoration Improvements Bink's Forest Golf Course

Wellington, Florida

TREE REPLACEMENT PLAN SUBMITTAL



Submitted by

Peninsula Property Holdings, Inc.
3100 McCall Road
Englewood, Florida
Ph: (841)475 9100

BINKS FOREST COUNTRY CLUB **ALTERNATIVE LANDSCAPE PLAN**

MEMORANDUM

The following document for Binks Forest Country Club, prepared for Peninsula Property Holdings, Inc. covers changes to previous documents submitted to The Village of Wellington and as such serves as Addendum Number 4.

The work enclosed has been modified through communication with The Village of Wellington, Bates Golf Course Design, Land Design South, Representatives of Home Owner Associations and individual homeowners.

Whilst essentially a plan for the redevelopment of the golf course and the replacement of material lost through storm and disease, this plan has been formulated to address areas of concern pertaining to the relocation of the driving range and the future development of a residential parcel. The main areas highlighted for extensive re-dress to cover issues of screening are within Holes 1 and 13 whilst consideration has also been given to a "wildlife area" between Holes 4 and 5 that will provide habitat cover and screening replacement for invasive/non-native material removed as per requirements over the whole course.

Plans are to act as a guide to material numbers – exact locations will be designated on-site by the project contractor, the golf course and landscape architects and homeowners situated at the greatest areas of concern. All other areas of re-dress are in accordance with the standards of the Village of Wellington and shall be installed as per golf course requirements. If material specified for a certain area cannot be installed due to site constraints, this material shall be re-distributed and utilized elsewhere on the course.

Relocated Material:

Through the development of the new driving range a number of tree/palm materials were relocated. This material was installed within the existing pine area separating Hole 1 fairway from the driving range site. The relocated material comprised of:

- 15 single trunk Sabal Palms ranging in height from 13' to 19'.
- 5 Live Oak Trees ranging in diameter breast height from 3" to 7".
- 1 double trunk Sabal Palm, heights 10' and 15'.
- 1 double trunk Live Oak Tree, diameter breast heights 3" and 5".

This material was installed with temporary irrigation servicing each grouping.

Tree Replacement Schedule:

Tree Replacement is scheduled to begin following approval of this Alternative Landscape Plan by the Village of Wellington. It will commence with Hole 1 and Hole 13 and remainder of golf course following in sequential order. We are working with Golf Contractor to keep all Tree Replacement ahead of golf course irrigation.

Irrigation:

During the installation process, temporary irrigation and water sources shall be provided to ensure the maximum survivability of plant material.

Further Beautification/Landscape areas:

As part of this overall golf course enhancement package, further plans are to follow detailing specific areas of re-dress. The landscape for the following areas will also be included in the overall credits for tree and shrub replacement.

- Beautification points at tunnel accesses underneath Binks Forest Drive.
- 2 x Restroom sites within the course.

Clubhouse:

Landscape plans will also be submitted for the re-dress of the clubhouse/parking lot area. Further materials proposed for this enhancement will be included in the overall golf course counts.

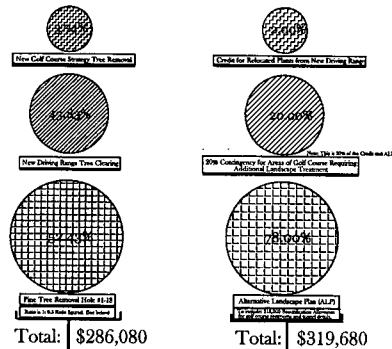
BINK'S FOREST GOLF COURSE WELLINGTON, FLORIDA TREE REPLACEMENT RECONCILIATION

SYNOPSIS

The work enclosed has been modified through communication with The Village of Wellington, Bates Golf Course Design, Land Design South, Representatives of Home Owner Associations and individual homeowners.

Whilst essentially a plan for the redevelopment of the golf course and the replacement of material lost through storm and disease, this plan has been formulated to address areas of concern pertaining to the relocation of the driving range and the future development of a residential parcel. The main areas highlighted for extensive re-dress to cover issues of screening are within Holes 1 and 13 whilst consideration has also been given to a "wildlife area" between Holes 4 and 5 that will provide habitat cover and screening replacement for invasive/non-native material removed as per requirements over the whole course.

Plans are to act as a guide to material numbers - exact locations will be designated on-site by the project contractor, the golf course and landscape architects and homeowners situated at the greatest areas of concern. All other areas of re-dress are in accordance with the standards of the Village of Wellington and shall be installed as per golf course requirements. If material specified for a certain area cannot be installed due to site constraints, this material shall be re-distributed and utilized elsewhere on the course.



MODEL AT NEW HOLE #1

TREE REMOVAL PERMIT

Pine Tree Removal Hole #1-18

52.43% \$150 per tree is the cost for 1,000 pine trees at height of 10'-4". The \$150,000 total accounts for value of Pine Tree Loss on Holes #1-18. Pine Tree loss was in large part is due to unavoidable natural acts listed below:

- Pine Beetle Tree Loss, Disease /Infestation
- Natural weather events such as hurricanes, tropical storms
- Attrition

We are proposing a 1 : 0.5 replacement ratio for this category due to the above mentioned items. The Replacement Material will be a broader palette of native materials to include hardwood materials, native plantings, and ground plane treatment all directed to improve the visual aesthetics and playability aspects of the Bink's Forest Golf Course. For the following reasons this material is a much higher quality material than what was removed to include but certainly not limited to the following:

- Introduction of greater diversity of native materials
- Improvement of overall golf course strategy
- Better agronomic conditions, circulation
- Less stress to turf through greater air circulation
- (Protect Investment)
- Water Conservation
- Wind Resistant Materials, Safety to adjacent homesites
- Greater screening buffers (Holes #1 and #13)
- Expand wildlife habitat and improve ecosystem diversity

New Driving Range Tree Clearing

43.83% Per consultants / Village Landscape Architect field notes it was confirmed that 400 trees were removed from the 2.6 acre area that was cleared. 50% or 200 of the 400 total were Pine Trees. To value given to material was specified as 1 : 1.5 ratio. Value estimated for the Pines as noted below:

- **Pines:** 200 Pine Trees at \$200 value per tree equals \$60,000 value.

Per field notes 400 trees were removed from 2.6 acre area. Material is specified as 1 : 1.5 ratio. 100 Cypress or 25% of the 400 total. Value estimated for the Cypress as noted below:

- **Cypress Trees:** 100 Cypress trees at \$200 value per tree equals \$30,000 value.

Per field notes 400 trees were removed from 2.6 acre area. Material is specified as 1 : 1.5 ratio. 40 Oak Trees or 10% of the 400 total. Value estimated for the Oak Trees as noted below:

- **Oak Trees:** 40 Oak trees at \$350 value per tree equals \$21,000 value.

Per field notes 400 trees were removed from 2.6 acre area. Material is specified as 1 : 1.5 ratio. 60 Sabal Palms or 15% of the 400 total. Value estimated for the Sabal Palms as noted below:

- **Sabal Palms:** 60 Sabal Palms at \$160 value per tree equals \$14,400 value.

Total for Section: \$125,400

Note: All trees in this section were calculated at 12'-0" in height.

New Golf Course Strategy Tree Removal

3.74% For the betterment of the golf course trees were also removed to enhance the overall strategy and shot values. This work will improve the golf course and assist enhancement of overall architecture. Materials removed for this application include Palms, Pines and Cypress. Value ratio allocated for all Cypress Trees is 1 : 1.5 and ratio of 1 : 1 for all Palms and Pines.

Summary:

The value allocated for all Cypress Trees is as follows:

- **Cypress Trees (1:1.5):** 14 Cypress at \$200 value per tree equals \$4,200

Value allocated for all Pines / Palms were figured at 1 : 1 ratio. The value for all Pines in this category is as follows:

- **Pine Trees (1:1):** 21 Pines at \$200 value per tree equals \$4,200 value.
- **Palms (1:1):** 23 Palms at \$160 value per tree equals \$3,680 value.

Total for Section: \$12,080

ALP

Alternative Landscape Plan (ALP)

78.00% Final Alternative Landscape Plan (ALP) was submitted on December 19th, 2006. The ALP is Peninsula Property Holdings, Inc. final submittal for Landscape Replanting Proposal for the 2006-2007 Bink's Forest Golf Course Renewal. The ALP highlights the following items:

- Addition of Hardwood Canopy Trees of varying sizes per Residents input/request
- Creative use of Flowering Trees to accent
- Addition of Palm Trees to remain consistent with existing Pine Tree/Palm character located throughout existing golf course corridors
- Mid-story and ground plane enhanced treatments

The ALP Summaries and overall value is being presented in a two page document entitled Replanting Cost Proposal prepared by NativeScapes Nursery, Tom Rots and is dated December 12th, 2006. This document provides a detailed cost analysis breakdown for the proposed ALP. The cost of the proposed ALP is \$243,390. We have reviewed the ALP in detail with Village Staff and feel the plan is very responsive to all aspects associated with the renewal project. ALP is inclusive of ALL Landscape Treatments to include: shrubs, native grasses/pine straw. An allowance of \$18,000 was allocated to ALP for Beautification Program to include Tunnel and Restroom Beautification.

Total Value of ALP (w/ \$18,000 Beautification Allowance): \$261,390.

20% Contingency for areas of Golf Course Requiring Additional Landscape Treatment

20.00% A twenty (20%) percent contingency has been established as part of the landscape fund for the purpose of providing additional landscape treatment for areas of the golf course if deemed necessary to fill voids created by the clearing of exotic vegetation which are not reflected on the ALP dated December 12, 2006. This contingency amounts to the sum of Fifty Three Thousand Two Hundred Eighty (\$53,280.00) Dollars, based upon the total ALP submitted on December 12, 2006. Any and all materials planted from the contingency fund shall only be planted within the golf course property. The contingency fund shall only be used in the event additional plantings are determined to be necessary by the Owner's golf course landscape architect and landscape contractor in conjunction with the Village Landscape Architect with additional input being provided by property owners adjacent to the golf course whose views are affected by the clearing of the exotic vegetation. In the event of a dispute, the decision of the Village Landscape Architect shall be final; provided, however, that Owner shall have the right to appeal the Village Landscape Architect's decision pursuant to the provisions of the Village Land Development Regulations. Any funds remaining shall be retained by the Owner. (Revised December 19, 2006 pursuant to direction of Village of Wellington Council on December 12, 2006.)

Total Contingency: \$53,280

Note 1:

It is important to note that we have detail plans drafted for landscaping the renewal of the Golf Maintenance Facility. David Plinchum has reviewed the DRAFT detail plans prepared by LandDesign South. This is one aspect of the overall golf course replanting campaign yet was not assigned a value toward ALP at this time. The golf clubhouse is also considered to be a part of the overall golf course property replanting but has not been assigned a value toward the ALP at this time.

Credit for Relocated Plants from New Driving Range

2.00% 23 trees were relocated from the new driving range area and relocated to enhance buffer treatment area along new Hole #1. See document dated October 16, 2006. This document shows location material was removed from and location where material was successfully replanted into Hole #1 northern buffer. The value of this material was figured as noted below:

- **Sabal Palms:** 13 Sabal Palms at \$160 value per tree equals \$2,080 value.
- **Onks Trees:** 7 Oak trees at \$350 value per tree equals \$2,450 value.
- **Misc. Relocate:** 3 Misc. trees at \$160 value per tree equals \$480 value. Village LA to Verify/Confirm value/type of 3 Misc. in field.

Total value estimated for Relocation was \$5,010.

December 19, 2006: Revised Document Submitted to Village of Wellington, FL:

NativeScapes Nursery

10650 SW Amaryliss Avenue
Indiantown, FL 34956

Bink's Forest Tree Planting Proposal December 12, 2006

Tree Type

Common Name	Scientific Name	Specs	Quan.
-------------	-----------------	-------	-------

Large Canopy Trees

Live Oak	Quercus virginiana	20' height x 22' wide	16
----------	--------------------	-----------------------	----

Canopy Trees

Live Oak	Quercus virginiana	16' height x 8' wide	21
----------	--------------------	----------------------	----

	Quercus virginiana	14' height x 7' wide	21
--	--------------------	----------------------	----

	Quercus virginiana	12' height x 6' wide	20
--	--------------------	----------------------	----

Laurel Oak	quercus laurifolia	16' height x 8' wide	6
------------	--------------------	----------------------	---

	quercus laurifolia	14' height x 7' wide	6
--	--------------------	----------------------	---

	quercus laurifolia	12' height x 6' wide	5
--	--------------------	----------------------	---

Red Maple	Acer rubrum		16
-----------	-------------	--	----

	Acer rubrum	14' height x 7' wide	15
--	-------------	----------------------	----

	Acer rubrum		15
--	-------------	--	----

Mahogany	Swetenia mahagoni	16' height x 8' wide	6
----------	-------------------	----------------------	---

	Swetenia mahagoni	14' height x 7' wide	6
--	-------------------	----------------------	---

	Swetenia mahagoni	12' height x 6' wide	6
--	-------------------	----------------------	---

Other Canopy Trees

Gumbo Limbo	Bursera simaruba	8'-10' ht. x 4'-5' wide	3
-------------	------------------	-------------------------	---

Pigeon Plum	Coccoloba diversifolia	8'-10' ht. x 4'-5' wide	3
-------------	------------------------	-------------------------	---

Black Ironwood	Krugiodendron ferreum	8'-10' ht. x 4'-5' wide	2
----------------	-----------------------	-------------------------	---

Cypress	Taxodium distichum	8'-10' ht. x 4'-5' wide	6
---------	--------------------	-------------------------	---

157

Flowering Trees

Crape Myrtle	Lagerstroemia indica	10' height x 5' wide	21
--------------	----------------------	----------------------	----

Dahoon Holly		8-10' height x 4-5' wide	42
--------------	--	--------------------------	----

Glaucous Cassia	Senna surattensis	10' height x 5' wide	30
-----------------	-------------------	----------------------	----

Wax Myrtle		8-10' height x 4-5' wide	65
------------	--	--------------------------	----

158

Palm Trees

Cabbage Palm		10', 12', 14' and 16'	426
--------------	--	-----------------------	-----

Clear Trunk,
Staggered Heights
in Clusters
50% Booted

Total Tree Cost

\$ 165,719.00

Shrub Type

Common Name	Scientific Name	Specs	Quan.
-------------	-----------------	-------	-------

Saw Palmetto	Serenoa repens	25 Gal. 2.0' x 3.0'	90
--------------	----------------	---------------------	----

Saw Palmetto	Serenoa repens	3 Gal. 10"-12"	45
--------------	----------------	----------------	----

Buttonwood (Green)	Conocarpus erectus	25 Gal. 8.0' x 10.0'	80
--------------------	--------------------	----------------------	----

Buttonwood (Green)	Conocarpus erectus	7 Gal. 10"-12"	35
Red Tip Cocoplum	Chyrsobalanus icaco 'Red Tip'	7 Gal. 30" x 30"	175
Red Tip Cocoplum	Chyrsobalanus icaco 'Red Tip'	3 Gal. 18" x 18"	30
Red Stopper	Eugenia rhombea	15 Gal. 5' x 3'	15
Firebush	Hamelia patens	7 Gal. 4'-5'	140
Firebush	Hamelia patens	3 Gal. 18" x 18"	30
Myrsine	Rapanea punctata	3 Gal. 36" x 36"	30

Total Shrub Cost		\$ 49,717.50
-------------------------	--	---------------------

Grasses	1 Gal.	3895
----------------	--------	------

Pine Straw	Trailer Loads	2.5
-------------------	---------------	-----

Total Grasses & Pine Straw		\$ 27,953.75
---------------------------------------	--	---------------------

Total Landscaping Cost less Irrigation & Watering		\$ 243,390.25
--	--	----------------------

Submitted by

Thomas A. Ross, Principal



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course
Totals for Tree Replacement – Holes 1 through 18

Material Type	Species	Native	Specifications	Total
Large Canopy Trees	-Live Oak	Y	17'-22' Ht x 8'-12' Spr, 3"- 4" DBH	
			Total	16
Canopy Trees	-Live Oak	Y	12'-16' Ht x 6'-8' Spr, 2.5" DBH	62
	-Red Maple	Y	12'-16' Ht x 6'-8' Spr, 2.5" DBH	46
	-Laurel Oak	Y	12'-16' Ht x 6'-8' Spr, 2.5" DBH	17
	-Mahogany	Y	12'-16' Ht x 6'-8' Spr, 2.5" DBH	18
	-Gumbo Limbo	Y	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Pigeon Plum	Y	8'-10' Ht x 5' Spr, 2" DBH	3
	-Black Ironwood	Y	10' Ht x 5' Spr, 2" DBH	2
	-Cypress	Y	12'-16' Ht x 6'-8' Spr, 2.5" DBH	6
			Total	157
Small / Flowering Trees	-Crape Myrtle	N	10' Ht x 5' Spr	21
	-Wax Myrtle	Y	8'-10' Ht x 4'-5' Spr	65
	-Glaucous Cassia	N	10' Ht x 5' Spr	30
	-Dahoon Holly	Y	8'-10' Ht x 4'-5' Spr	42
			Total	158
Palm Trees	-Cabbage Palm	Y	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	
			Total	426
Shrubs	-Saw Palmetto	Y	25 Gallon, 2.5'-3'	90

	-Saw Palmetto	Y	3 Gallon, 12"- 14" Height	45
	-Buttonwood	Y	25 Gallon, 8'-10' Height x 4'-5' spread	80
	-Buttonwood	Y	7 Gallon, 2' Height	35
	-Cocoplum	Y	7 Gallon, 30" x 30"	175
	-Cocoplum	Y	3 Gallon, 18"x 18"	30
	-Red Stopper	Y	15 Gallon, 5' Height x 3' spread, Multi-trunk,	15
	-Firebush	Y	7 Gallon, 4'-5' Height	140
	-Firebush	Y	3 Gallon, 18" x 18"	30
	-Myrsine	Y	3 Gallon, 36" Height x 36" spread,	30
			Total	620
Grasses	-Sand Cord Grass	Y	1 Gallon, 12"-18" Height	1,515
	-Muhly/ Hair Grass	Y	1 Gallon, 12"-18" Height	1,515
	-Fakahatchee Grass	Y	1 Gallon, 12"-18" Height	865
			Total	3,895
Mulch	-Pine Straw Mulch		Total	2.5 Acre Allowance

Note:

The Alternative Landscape Plan proposes to install material 99% Florida native



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 1

Tree Type	Species	Specifications	Total
Large Canopy Trees	-Live Oak	17'-22' Ht x 8'-12' Spr, 3"- 4" DBH	4
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	11
Small / Flowering Trees	-Crape Myrtle	10' Ht x 5' Spr	3
	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	6
	-Glaucous Cassia	10' Ht x 5' Spr	6
	-Dahoon Holly	8'-10' Ht x 4'-5' Spr	6
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	45
Shrubs	-Saw Palmetto	25 Gallon, 2.5'-3' Ht	40
	-Buttonwood	25 Gallon, 8'-10" Ht x 4'-5' Spr	40
	-Cocoplum	7 Gallon, 30" x 30"	50
	-Firebush	7 Gallon, 4'-5' Ht	50
Grasses	-Sand Cord Grass	1 Gallon, 12"- 18" Ht	640
	-Mulhy/ Hair Grass	1 Gallon, 12"-18" Ht	640
	-Fakahatchee Grass	1 Gallon, 12"-18" Ht	240
Mulch	-Pine Straw Mulch		1 Acre Allowance

See driving range tree relocation plan for detailed information concerning tree relocation in this area

- 4 Large Spec. Canopy Trees
- 4 Canopy Trees
- 6 Palm Clusters (5,5,5,3,3,3)
- 3 Small/ Flowering Tree Clusters (3,3,3)

Understory Planting

40 Buttonwood
Conocarpus erectus
25 Gallon, 8'-10' Ht., x 4'-5' spread, multi-trunk

40 Saw Palmetto
Serenoa repens
25 Gallon, 2.5' x 3'

50 Cocoplum
Chrysobalanus icaco
7 Gallon, 30" x 30"

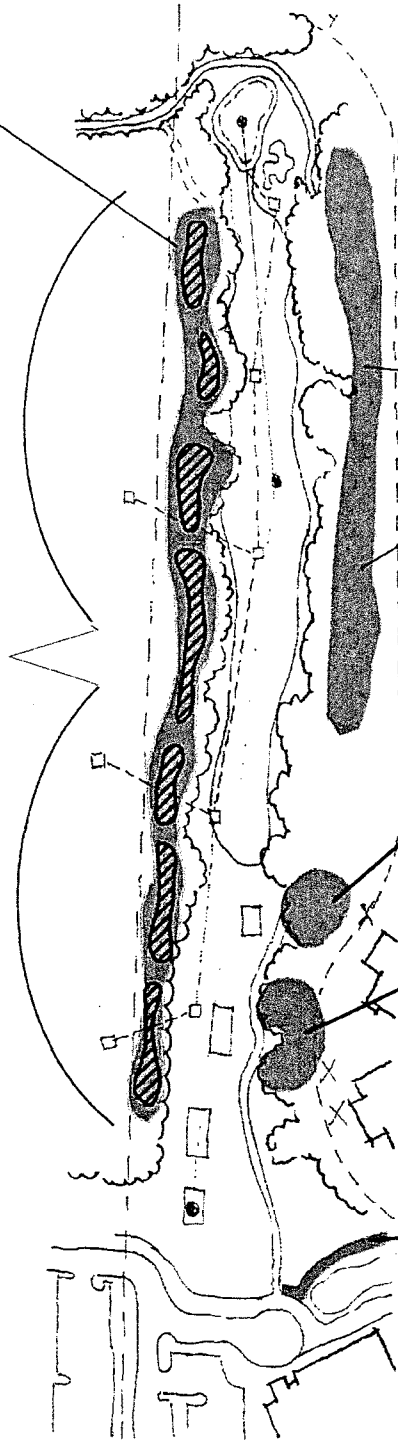
50 Firebush
Hamelia patens
7 Gallon, 4' - 5' Ht.

640 Muhly / Hair Grass
Muhlenbergia capillaris
1 Gallon, 12"-18" Ht.

640 Sandmeadow Cord Grass
Spartina bakeri
1 Gallon, 12"-18" Ht.

240 Fakahatchee Grass
Tripsacum dactyloides
1 Gallon, 12"-18" Ht..

(See separate graphic for cross section information)



Hole 1 Tree Count

- Large Canopy Trees- 4
- Canopy Trees- 11
- Palm Trees- 43
- Small/Flowering Trees- 15

- 3 Canopy Trees
- 4 Palm Clusters (3, 3, 3, 3)
- 2 Small/ Flowering Tree Clusters (3, 3)

(Field material to be relocated where possible in collaboration with neighboring homeowners.)

- 2 Canopy Trees
- 2 Palm Cluster (3 & 3)

- 2 Canopy Trees
- 1 Palm Cluster (3)
- 2 Small/Flowering Tree Cluster (3 & 3)

Hedge (3')

Legend



New Vegetation



Denotes Understory Planting



North

BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC
VILLAGE OF WELLINGTON, FLORIDA

Relocation Booklet	1
Hole 1	1
240 Fakahatchee Grass	1
640 Sandmeadow Cord Grass	1
640 Muhly / Hair Grass	1
50 Firebush	1
50 Cocoplum	1
40 Saw Palmetto	1
40 Buttonwood	1
4 Large Spec. Canopy Trees	1
4 Canopy Trees	1
6 Palm Clusters (5,5,5,3,3,3)	1
3 Small/ Flowering Tree Clusters (3,3,3)	1
3 Canopy Trees	1
4 Palm Clusters (3, 3, 3, 3)	1
2 Small/ Flowering Tree Clusters (3, 3)	1
2 Canopy Trees	1
2 Palm Cluster (3 & 3)	1
2 Canopy Trees	1
1 Palm Cluster (3)	1
2 Small/Flowering Tree Cluster (3 & 3)	1
Hedge (3')	1
Sheet 1	1

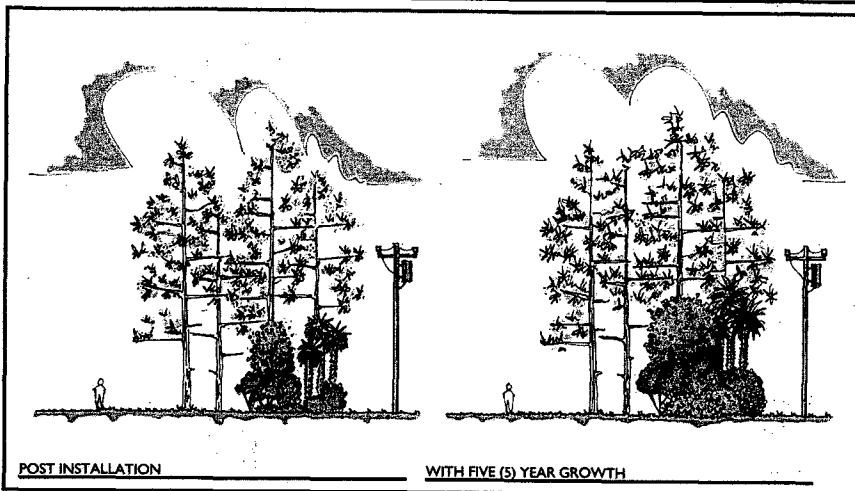


BINKS FOREST COUNTRY CLUB

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC.

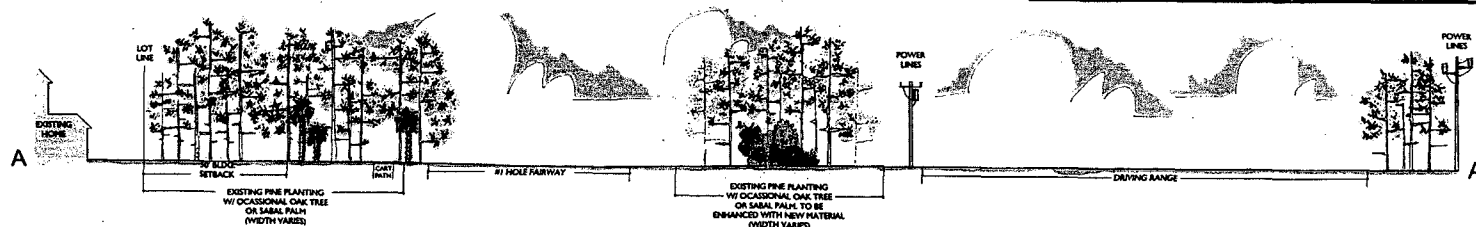
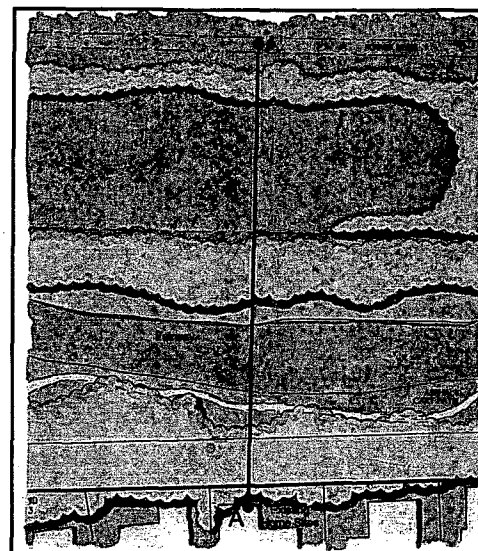
BUFFER ENHANCEMENT MATERIAL SECTIONS

SCALE: 1" = 10'-00"



SECTION PLAN

SCALE: 1" = 60'-00"



SECTION THROUGH HOLE #1 AND DRIVING RANGE

NATIVE BOTANICAL NAME COMMON NAME SIZE & REMARK

TREE/SHRUB/GROUND COVER

Y	Quercus virginiana	Live Oak	B&B, 12'-16'HT x 6'-8'Spr, 2.5" DBH, Full Canopy and B&B, 17'-22'HT x 8'-12'Spr, 3"-4" DBH, Full Canopy
N	Lagerstroemia indica	Crape Myrtle	B&B, 10'HT x 5'Spr
Y	Myrica cerifera	Wax Myrtle	B&B, 8'-10'HT x 4'-5'Spr
N	Senna surattensis	Glaucous Cassia	B&B, 10'HT x 5'Spr
Y	Ilex cassine	Dahoon Holly	B&B, 8'-10'HT x 4'-5'Spr
Y	Sabal palmetto	Cabbage Palm	B&B, 10', 12', 14', 16', 18' CT., Stagger Heights in Clusters
Y	Conocarpus erectus	Burtonwood	25 Gallon, 8'-10'HT x 4'-5'Spr, Full Canopy
Y	Chrysobalanus icaco	Cocoplum	7 Gallon, 30" x 30", Full
Y	Hamelia patens	Firebush	7 Gallon, 4'-5'HT, Full
Y	Serenoa repens	Saw Palmetto	25 Gallon, 2.5' x 3'
Y	Spartina bakeri	Sand Cord Grass	1 Gallon, 12"-18"HT
Y	Muhlenbergia capillaris	Muhly/Hair Grass	1 Gallon, 12"-18"HT
Y	Tripsacum dactyloides	Fakahatchee Grass	1 Gallon, 12"-18"HT

SCALE: 1" = 20'-00"

LAND
DESIGN
SOUTH
Landscape Architecture / Land Planning
NOVEMBER, 2006





Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 2

Tree Type	Species	Specifications	Total
Large Canopy Trees	-Live Oak	17'-22' Ht x 8'-12' Spr, 3"- 4" DBH	1
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
Small / Flowering Trees	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	3
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	17

Large Canopy Trees- 1
Canopy Trees- 6
Palm Trees- 17
Small/Flowering Trees- 3

Small/Flowering Trees- 3

2 Canopy Trees
1 Small/Flowering
Tree Cluster (3)

**1 Large Spec.
Canopy Tree**

1 Canopy Tree

-1 Canopy Tree
1 Palm Cluster (3)

1 Palm Cluster (5)

1 Canopy Tree.

1 Canopy Tree.
1 Palm Cluster (3)

Relocation Booklet Hole 2

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC
VILLAGE OF WELLINGTON, FLORIDA



DESIGN GROUP

LANDS
DESIGN
SOUTH

Planning | Landscape Architecture
 Environmental Services | Transportation



Planning
Landscape Architecture
Environmental Services
Transportation

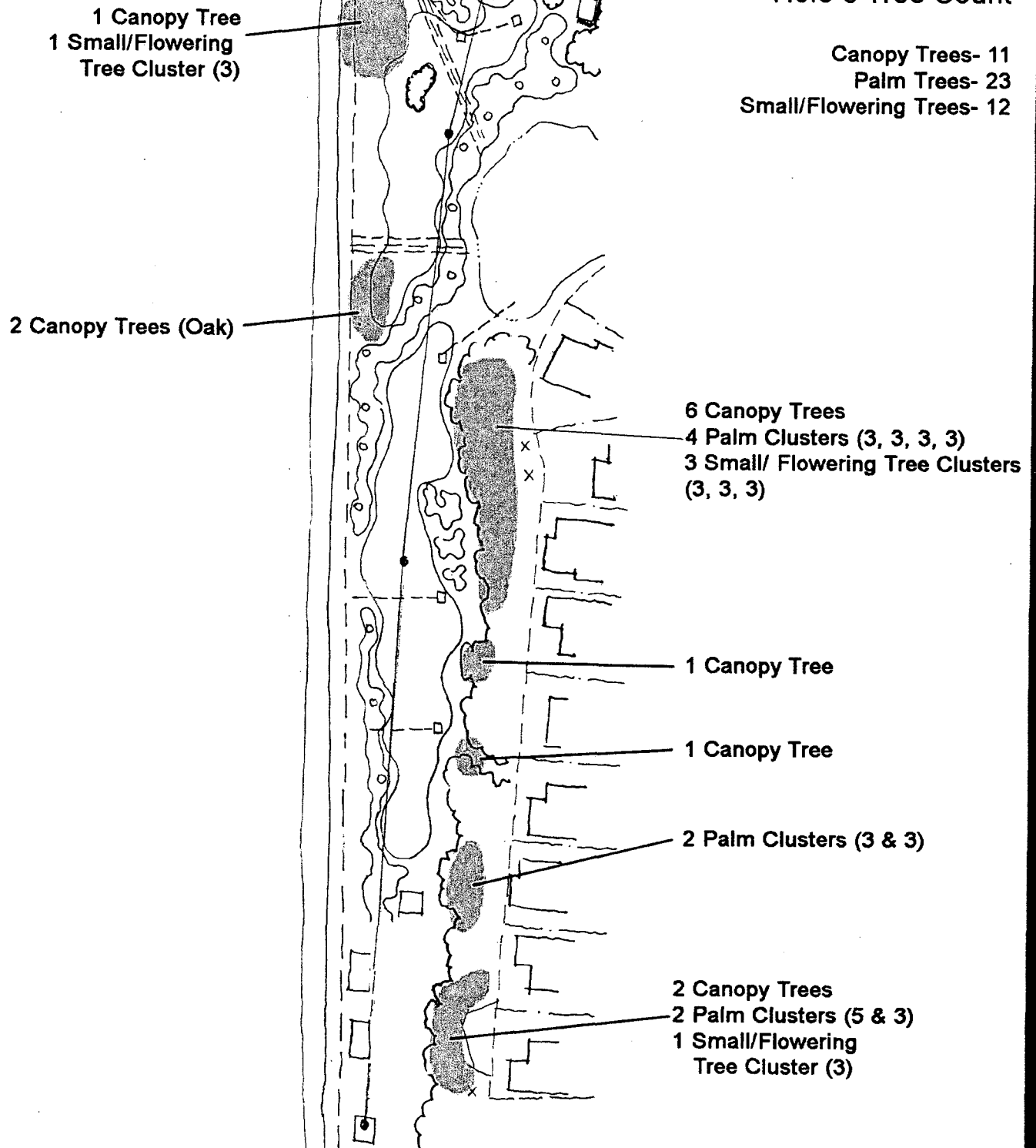
561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 3

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Laurel Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Mahogany	12'-16' Ht x 6'-8' Spr, 2.5" DBH	2
Small / Flowering Trees	-Crape Myrtle	10' Ht x 5' Spr	3
	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	3
	-Glaucous Cassia	10' Ht x 5' Spr	3
	-Dahoon Holly	8'-10' Ht x 4'-5' Spr	3
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	23

Hole 3 Tree Count

Canopy Trees- 11
Palm Trees- 23
Small/Flowering Trees- 12



North

BATES
GOLF
DESIGN GROUP
LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC

VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 3

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



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 4

Tree Type	Species	Specifications	Total
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	11

Hole 4 Tree Count

Palm Trees - 11

3 Palm Clusters (3,3,& 5)

Landscape Within
this area included
with Hole #5
Schedule

Wildlife Planting Area
(See Hole #5)



North

BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC
VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 4

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
2679-2680
2681-2682
2683-2684
2685-2686
2687-2688
2689-2690
2691-2692
2693-2694
2695-2696
2697-2698
2699-2700
2701-2702
2703-2704
2705-2706
2707-2708
2709-2710
2711-2712
2713-2714
2715-2716
2717-2718
2719-2720
2721-2722
2723-2724
2725-2726
2727-2728
2729-2730
2731-2732
2733-2734
2735-2736
2737-2738
2739-2740
2741-2742
2743-2744
2745-2746
2747-2748
2749-2750
2751-2752
2753-2754
2755-2756
2757-2758
2759-2760
2761-2762
2763-2764
2765-2766
2767-2768
2769-2770
2771-2772
2773-2774
2775-2776
2777-2778
2779-2780
2781-2782
2783-2784
2785-2786
2787-2788
2789-2790
2791-2792
2793-2794
2795-2796
2797-2798
2799-2800
2801-2802
2803-2804
2805-2806
2807-2808
2809-2810
2811-2812
2813-2814
2815-2816
2817-2818
2819-2820
2821-2822
2823-2824
2825-2826
2827-2828
2829-2830
2831-2832
2833-2834
2835-2836
2837-2838
2839-2840
2841-2842
2843-2844
2845-2846
2847-2848
2849-2850
2851-2852
2853-2854
2855-2856
2857-2858
2859-2860
2861-2862
2863-2864
2865-2866
2867-2868
2869-2870
2871-2872
2873-2874
2875-2876
2877-2878
2879-2880
2881-2882
2883-2884
2885-2886
2887-2888
2889-2890
2891-2892
2893-2894
2895-2896
2897-2898
2899-2900
2901-2902
2903-2904
2905-2906
2907-2908
2909-2910
2911-2912
2913-2914
2915-2916
2917-2918
2919-2920
2921-2922
2923-2924
2925-2926
2927-2928
2929-2930
2931-2932
2933-2934
2935-2936
2937-2938
2939-2940
2941-2942
2943-2944
2945-2946
2947-2948
2949-2950
2951-2952
2953-2954
2955-2956
2957-2958
2959-2960
2961-2962
2963-2964
2965-2966
2967-2968
2969-2970
2971-2972
2973-2974
2975-2976
2977-2978
2979-2980
2981-2982
2983-2984
2985-2986
2987-2988
2989-2990
2991-2992
2993-2994
2995-2996
2997-2998
2999-3000
3001-3002
3003-3004
3005-3006
3007-3008
3009-3010
3011-3012
3013-3014
3015-3016
3017-3018
3019-3020
3021-3022
3023-3024
3025-3026
3027-3028
3029-3030
3031-3032
3033-3034
3035-3036
3037-3038
3039-3040
3041-3042
3043-3044
3045-3046
3047-3048
3049-3050
3051-3052
3053-3054
3055-3056
3057-3058
3059-3060
3061-3062
3063-3064
3065-3066
3067-3068
3069-3070
3071-3072
3073-3074
3075-3076
3077-3078
3079-3080
3081-3082
3083-3084
3085-3086
3087-3088
3089-3090
3091-3092
3093-3094
3095-3096
3097-3098
3099-3100
3101-3102
3103-3104
3105-3106
3107-3108
3109-3110
3111-3112
3113-3114
3115-3116
3117-3118
3119-3120
3121-3122
3123-3124
3125-3126
3127-3128
3129-3130
3131-3132
3133-3134
3135-3136
3137-3138
3139-3140
3141-3142
3143-3144
3145-3146
3147-3148
3149-3150
3151-3152
3153-3154
3155-3156
3157-3158
3159-3160
3161-3162
3163-3164
3165-3166
3167-3168
3169-3170
3171-3172
3173-3174
3175-3176
3177-3178
3179-3180
3181-3182
3183-3184
3185-3186
3187-3188
3189-3190
3191-3192
3193-3194
3195-3196
3197-3198
3199-3200
3201-3202
3203-3204
3205-3206
3207-3208
3209-3210
3211-3212
3213-3214
3215-3216
3217-3218
3219-3220
3221-3222
3223-3224
3225-3226
3227-3228
3229-3230
3231-3232
3233-3234
3235-3236
3237-3238
3239-3240
3241-3242
3243-3244
3245-3246
3247-3248
3249-3250
3251-3252
3253-3254
3255-3256
3257-3258
3259-3260
3261-3262
3263-3264
3265-3266
3267-3268
3269-3270
3271-3272
3273-3274
3275-3276
3277-3278
3279-3280
3281-3282
3283-3284
3285-3286
3287-3288
3289-3290
3291-3292
3293-3294
3295-3296
3297-3298
3299-3300
3301-3302
3303-3304
3305-3306
3307-3308
3309-3310
3311-3312
3313-3314
3315-3316
3317-3318
3319-3320
3321-3322
3323-3324
3325-3326
3327-3328
3329-3330
3331-3332
3333-3334
3335-3336
3337-3338
3339-3340
3341-3342
3343-3344
3345-3346
3347-3348
3349-3350
3351-3352
3353-3354
3355-3356
3357-3358
3359-3360
3361-3362
3363-3364
3365-3366
3367-3368
3369-3370
3371-3372
3373-3374
3375-3376
3377-3378
3379-3380
3381-3382
3383-3384
3385-3386
3387-3388
3389-3390
3391-3392
3393-3394
3395-3396
3397-3398
3399-3400
3401-3402
3403-3404
3405-3406
3407-3408
3409-3410
3411-3412
3413-3414
3415-3416
3417-3418
3419-3420
3421-3422
3423-3424
3425-3426
3427-3428
3429-3430
3431-3432
3433-3434
3435-3436
3437-3438
3439-3440
3441-3442
3443-3444
3445-3446
3447-3448
3449-3450
3451-3452
3453-3454
3455-3456
3457-3458
3459-3460
3461-3462
3463-3464
3465-3466
3467-3468
3469-3470
3471-3472
3473-3474
3475-3476
3477-3478
3479-3480
3481-3482
3483-3484
3485-3486
3487-3488
3489-3490
3491-3492
3493-3494
3495-3496
3497-3498
3499-3500
3501-3502
3503-3504
3505-3506
3507-3508
3509-3510
3511-3512
3513-3514
3515-3516
3517-3518
3519-3520
3521-3522
3523-3524
3525-3526
3527-3528
3529-3530
3531-3532
3533-3534
3535-3536
3537-3538
3539-3540
3541-3542
3543-3544
3545-3546
3547-3548
3549-3550
3551-3552
3553-3554
3555-3556
3557-3558
3559-3560
3561-3562
3563-3564
3565-3566
3567-3568
3569-3570
3571-3572
3573-3574
3575-3576
3577-3578
3579-3580
3581-3582
3583-3584
3585-3586
3587-3588
3589-3590
3591-3592
3593-3594
3595-3596
3597-3598
3599-3600
3601-3602
3603-3604
3605-3606
3607-3608
3609-3610
3611-3612
3613-3614
3615-3616
3617-3618
3619-3620
3621-3622
3623-3624
3625-3626
3627-3628
3629-3630
3631-3632
3633-3634
3635-3636
3637-3638
3639-3640
3641-3642
3643-3644
3645-3646
3647-3648
3649-3650
3651-3652
3653-3654
3655-3656
3657-3658
3659-3660
3661-3662
3663-3664
3665-3666
3667-3668
3669-3670
3671-3672
3673-3674
3675-3676
3677-3678
3679-3680
3681-3682
3683-3684
3685-3686
3687-3688
3689-3690
3691-3692
3693-3694
3695-3696
3697-3698
3699-3700
3701-3702
3703-3704
3705-3706
3707-3708
3709-3710
3711-3712
3713-3714
3715-3716
3717-3718
3719-3720
3721-3722
3723-3724
3725-3726
3727-3728
3729-3730
3731-3732
3733-3734
3735-3736
3737-3738
3739-3740
3741-3742
3743-3744
3745-3746
3747-3748
3749-3750
3751-3752
3753-3754
3755-3756
3757-3758
3759-3760
3761-3762
3763-3764
3765-3766
3767-3768
3769-3770
3771-3772
3773-3774
3775-3776
3777-3778
3779-3780
3781-3782
3783-3784
3785-3786
3787-3788
3789-3790
3791-3792
3793-3794
3795-3796
3797-3798
3799-3800
3801-3802
3803-3804
3805-3806
3807-3808
3809-3810
3811-3812
3813-3814
3815-3816
3817-3818
3819-3820
3821-3822
3823-3824
3825-3826
3827-3828
3829-3830
3831-3832
3833-3834
3835-3836
3837-3838
3839-3840
3841-3842
3843-3844
3845-3846
3847-3848
3849-3850
3851-3852
3853-3854
3855-3856
3857-3858
3859-3860
3861-3862
3863-3864
3865-3866
3867-3868
3869-3870
3871-3872
3873-3874
3875-3876
3877-3878
3879-3880
3881-3882
3883-3884
3885-3886
3887-3888
3889-3890
3891-3892
3893-3894
3895-3896
3897-3898
3899-3900
3901-3902
3903-3904
3905-3906
3907-3908
3909-3910
3911-3912
3913-3914
3915-3916
3917-3918
3919-3920
3921-3922
3923-3924
3925-3926
3927-3928
3929-3930
3931-3932
3933-3934
3935-3936
3937-3938
3939-3940
3941-3942
3943-3944
3945-3946
3947-3948
3949-3950
3951-3952
3953-3954
3955-3956
3957-3958
3959-3960
3961-3962
3963-3964
3965-3966
3967-3968
3969-3970
3971-3972
3973-3974
3975-3976
3977-3978
3979-3980
3981-3982
3983-3984
3985-3986
3987-3988
3989-3990
3991-3992
3993-3994
3995-3996
3997-3998
3999-4000
4001-4002
4003-4004
4005-4006
4007-4008
4009-4010
4011-4012
4013-4014
4015-4016
4017-4018
4019-4020
4021-4022
4023-4024
4025-4026
4027-4028
4029-4030
4031-4032
4033-4034
4035-4036
4037-4038
4039-4040
4041-4042
4043-4044
4045-4046
4047-4048
4049-4050
4051-4052
4053-4054
4055-4056
4057-4058
4059-4060
4061-4062
4063-4064
4065-4066
4067-4068
4069-4070
4071-4072
4073-4074
4075-4076
4077-4078
4079-4080
4081-4082
4083-4084
4085-4086
4087-4088
4089-4090
4091-4092
4093-4094
4095-4096
4097-4098
4099-4100
4101-4102
4103-4104
4105-4106
4107-4108
4109-4110
4111-4112
4113-4114
4115-4116
4117-4118
4119-4120
4121-4122
4123-4124
4125-4126
4127-4128
4129-4130
4131-4132
4133-4134
4135-4136
4137-4138
4139-4140
4141-4142
4143-4144
4145-4146
4147-4148
4149-4150
4

Bink's Forest Golf Course Tree Replacement Hole 5

Tree Type	Species	Specifications	Total
Large Canopy Trees	-Live Oak	17'-22' Ht x 8'-12' Spr, 3"- 4" DBH	6
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Gumbo Limbo	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Pigeon Plum	8'-10' Ht x 5' Spr, 2" DBH	3
	-Black Ironwood	10' Ht x 5' Spr, 2" DBH	2
Small / Flowering Trees	-Crape Myrtle	10' Ht x 5' Spr	3
	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	6
	-Glaucous Cassia	10' Ht x 5' Spr	3
	-Dahoon Holly	8'-10' Ht x 4'-5' Spr	6
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	50
	-Saw Palmetto	25 Gallon, 2.5'-3'	25
	-Saw Palmetto	3 Gallon, 12"- 14" Height	45
Cypress Trees	-Bald Cypress	12'-16' Ht x 6'-8' Spr, 2.5" DBH	6
Shrubs	-Buttonwood	25 Gallon, 8'-10' Height x 4'-5' spread	15
	-Buttonwood	7 Gallon, 2' Height	35
	-Cocoplum	7 Gallon, 30" x 30"	25
	-Cocoplum	3 Gallon, 18"x 18"	30

	-Red Stopper	15 Gallon, 5' Height x 3' spread, Multi-trunk,	15
	-Firebush	7 Gallon, 4'-5' Height	20
	-Firebush	3 Gallon, 18" x 18"	30
	-Myrsine	3 Gallon, 36" Height x 36" spread,	30
Grasses	-Sand Cord Grass	1 Gallon, 12"-18" Height	375
	-Mulhy/ Hair Grass	1 Gallon, 12"-18" Height	375
	-Fakahatchee Grass	1 Gallon, 12"-18" Height	375
Mulch	-Pine Straw Mulch		1 Acre Allowance

- 5 Large Spec Canopy Trees
- 10 Canopy Trees
- 6 Palm Clusters
- (3, 3, 3, 5, 5, 5)
- 1 Small/ Flowering Tree Cluster (3)

Wildlife Planting Area

- Saw Palmetto
- 25 @ 25 Gallon, 2.5' x 3'
- 45 @ 3 Gallon, 12" - 14" Height

Buttonwood

- 15 @ 25 Gallon, 8' - 10' Height x 4' - 5' spread
- 35 @ 7 Gallon, 2' Height

Cocoplum

- 25 @ 7 Gallon, 30" x 30"
- 30 @ 5 Gallon, 18" Height x 18" spread

Red Stopper

- 15 @ 15 Gallon, 5' Height x 3' spread, Multi-trunk

Firebush

- 20 @ 7 Gallon, 4' - 5' Height
- 30 @ 3 Gallon, 18" Height x 36" spread

Myrsine

- 30 @ 3 Gallon, 36" Height x 36" spread

Sandcord Grass

- 375 @ 1 Gallon, 12" - 18" Height

Muhly/ Hair Grass

- 375 @ 1 Gallon, 12" - 18" Height

Fakahatchee Grass

- 375 @ 1 Gallon, 12" - 18" Height

Hedge



Denotes Understory Planting

(See Separate Graphic for Cross Section Detail)

Hole 5 Tree Count

- Large Canopy Trees- 6
- Canopy Trees- 14
- Palm Trees- 50
- Small/Flowering Trees- 18
- Cypress Trees- 6

- 1 Large Spec. Canopy Tree
- 1 Palm Cluster (5)

(Material to be field located in collaboration with neighboring homeowners)

Preserve Planting

- 2 Palm Clusters (3, 5)
- 2 Cypress Clusters (3, 3)
- 2 Small/ Flowering Clusters (3, 3)

- 1 Canopy Tree

- 2 Canopy Trees
- 3 Palm Clusters (3, 5, 5)
- 2 Small/ Flowering Tree Clusters (3, 3)

- 1 Canopy Tree
- 1 Small/Flowering Tree Cluster (3)

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

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC
VILLAGE OF WELLINGTON, FLORIDA



North

BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation



BINKS FOREST COUNTRY CLUB

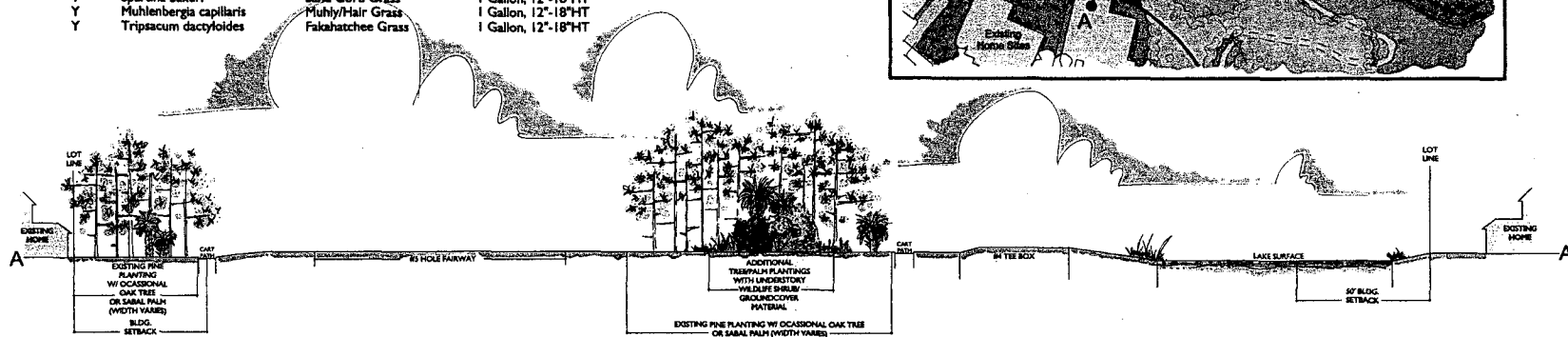
PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC.

PROPOSED BUFFER INFILL/ENHANCEMENT TREE/PALM/SHRUB MATERIAL

NATIVE	BOTANICAL NAME	COMMON NAME	SIZE & REMARK
TREES, PALMS, SHRUBS/GROUND COVER			
Y	<i>Quercus virginiana</i>	Live Oak	B&B, 12'-16"HT x 6'-8"Spr, 2.5" DBH., Full Canopy and B&B, 17'-22"HT x 8'-12"Spr, 3"-4" DBH., Full Canopy
Y	<i>Bursera simaruba</i>	Gumbo Limbo	B&B, 12'-16"HT x 6'-8"Spr, 2.5" DBH., Full Canopy
Y	<i>Acer rubrum</i>	Red Maple	B&B, 12'-16"HT x 6'-8"Spr, 2.5" DBH., Full Canopy
Y	<i>Coccoloba diversifolia</i>	Pigeon Plum	B&B, 8'-10"HT x 5"Spr, 2" DBH., Full Canopy
Y	<i>Krugiodendron ferreum</i>	Black Ironwood	B&B, 10"HT x 5"Spr, 2" DBH., Full Canopy
Y	<i>Myrica cerifera</i>	Wax Myrtle	B&B, 8'-10"HT x 4'-5"Spr
N	<i>Lagerstroemia indica</i>	Crape Myrtle	B&B, 10"HT x 5"Spr
N	<i>Senna surattensis</i>	Glaucous Cassia	B&B, 10"HT x 5"Spr
Y	<i>Ilex cassine</i>	Dahoon Holly	B&B, 8'-10"HT x 4'-5"Spr
Y	<i>Sabal palmetto</i>	Cabbage Palm	B&B, 10', 12', 14', 16', 18' CT. Stagger Heights in Clusters
Y	<i>Serenoa repens</i>	Saw Palmetto	25 Gallon, 2.5' x 3' and 3 Gallon, 12"-14"HT
Y	<i>Conocarpus erectus</i>	Bustanwood	25 Gallon, 8'-10"HT x 4'-5"Spr, Full Canopy and 7 Gallon, 2"HT, Full
Y	<i>Cryobalanus icaco</i>	Cocoplum	7 Gallon, 30" x 30", Full and 3 Gallon, 18"HT x 18"Spr, Full
Y	<i>Eugenia rhombes</i>	Red Stopper	15 Gallon, 5"HT x 3"Spr, Multi Trunk, Full Canopy
Y	<i>Hamelia patens</i>	Firebush	7 Gallon, 4'-5"HT, Full and 3 Gallon, 18"HT x 18"Spr, Full
Y	<i>Rapanea punctata</i>	Myrsine	3 Gallon, 36"HT x 36"Spr, Full
Y	<i>Spartina bakeri</i>	Sand Cord Grass	1 Gallon, 12"-18"HT
Y	<i>Muhlenbergia capillaris</i>	Muhly/Hair Grass	1 Gallon, 12"-18"HT
Y	<i>Tripsacum dactyloides</i>	Fakahatchee Grass	1 Gallon, 12"-18"HT

SECTION PLAN

SCALE: 1" = 80'-00"



SECTION THROUGH HOLES #s 4 AND 5

SCALE: 1" = 20'-00"

LAND
DESIGN
SOUTH
Landscape Architecture / Land Planning
NOVEMBER, 2006





Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 6

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Laurel Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
Small / Flowering Trees	-Crape Myrtle	10' Ht x 5' Spr	3
	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	6
	-Glaucous Cassia	10' Ht x 5' Spr	3
	-Dahoon Holly	8'-10' Ht x 4'-5' Spr	3
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	36

Hole 6 Tree Count

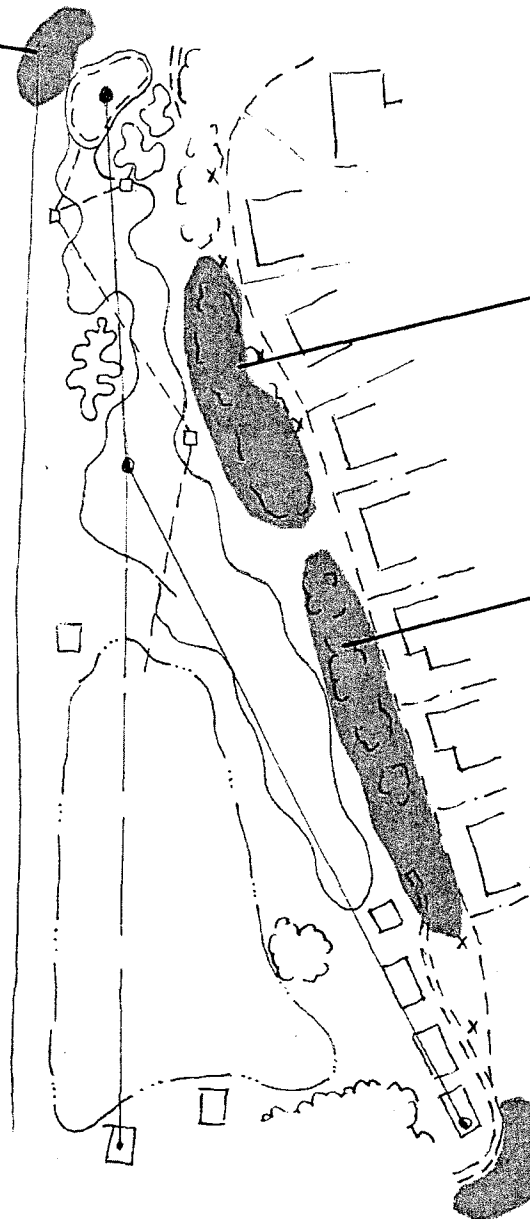
Canopy Trees- 9
Palm Trees- 36
Small/Flowering Trees- 21

1 Palm Cluster (3)

4 Canopy Trees
4 Palm Clusters (3, 3, 3, 3)
2 Small/Flowering
Tree Clusters (3, 3)

4 Canopy Trees
4 Palm Clusters (3, 3, 5, 5)
3 Small/Flowering
Tree Clusters (3 3, 3)

1 Canopy Tree
1 Palm Cluster (5)
2 Small/Flowering
Tree Cluster (3 & 3)



BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC
VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 6

DATE: 10/1/11
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
SCALE: AS SHOWN
SHEET 1



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 7

Tree Type	Species	Specifications	Total
Small / Flowering Trees	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	6
	-Glaucous Cassia	10' Ht x 5' Spr	3
	-Dahoon Holly	8'-10' Ht x 4'-5' Spr	3
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	11

Hole 7 Tree Count

Palm Trees- 11

Small/Flowering Trees- 12

1 Sabal Palm to be removed

2 Palm Clusters (3 & 5)

1 Small/Flowering Tree Cluster (3)

1 Palm Cluster (3)

1 Small/Flowering Tree Cluster (3)

Shrub Material Redress

1 Small/Flowering Tree Cluster (3)

Landscape Hedge

1 Small Flowering Tree Cluster (3)



BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC

VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 7

DATE	08/11/11
BY	MLC
CHECKED BY	MLC
APPROVED BY	MLC
SCALE	AS SHOWN
SHEET	1



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 8

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	2
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	2
Small / Flowering Trees	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	8
	-Dahoon Holly	8'-10' Ht x 4'-5' Spr	6
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	11
Shrubs	-Cocoplum	7 Gallon, 30" x 30"	50

Hole 8 Tree Count

Canopy Trees- 4
Small/Flowering Trees- 14
Palm Trees- 11

1 Small/Flowering
Tree Cluster (3)

2 Canopy Trees
2 Palm Clusters (3, 5)
1 Small/ Flowering Tree
Cluster (3)

Understory Planting-
50 Cocoplum, 7 Gallon, 30" x 30"

Cocoplum groupings
to be located in field

2 Canopy Trees

1 Palm Cluster (3)
1 Small/ Flowering
Tree Cluster (3)

1 Small/ Flowering
Tree Cluster (5)

See Hole #7 for Land-
scape Redress

Denotes understory
planting, Cocoplum
groupings



North

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC

VILLAGE OF WELLINGTON, FLORIDA

BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

Relocation
Booklet
Hole 8
SHEET 1



Planning
Landscape Architecture
Environmental Services
Transportation

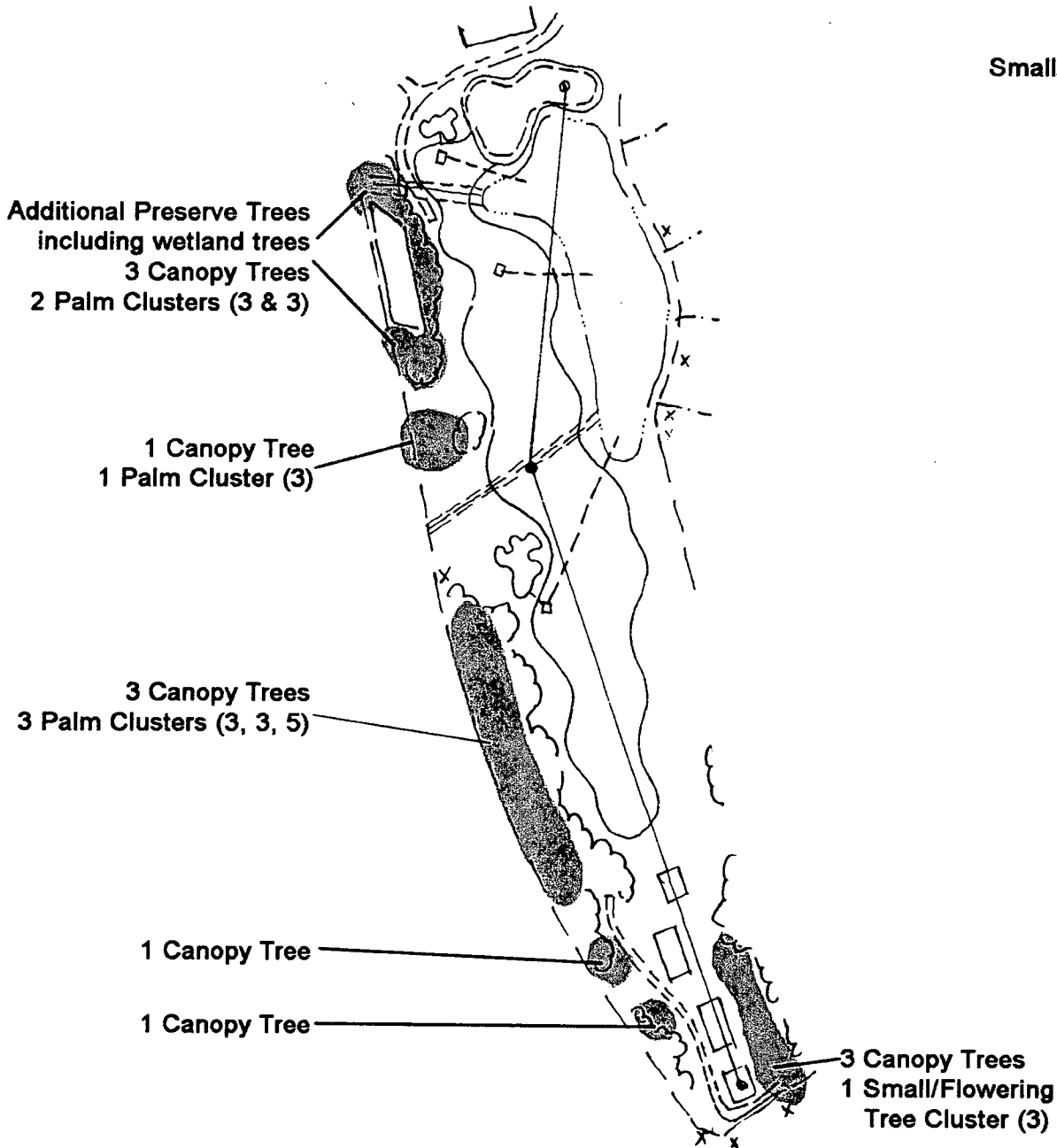
561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 9

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Laurel Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Mahogany	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
Small / Flowering Trees	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	3
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	20

Hole 9 Tree Count

Canopy Trees- 12
Palm Trees- 20
Small/Flowering Trees- 3



BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC.

VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 9

DATE: 10/1/11
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
PROJECT: BINK'S FOREST
SHEET: 1



Planning
Landscape Architecture
Environmental Services
Transportation

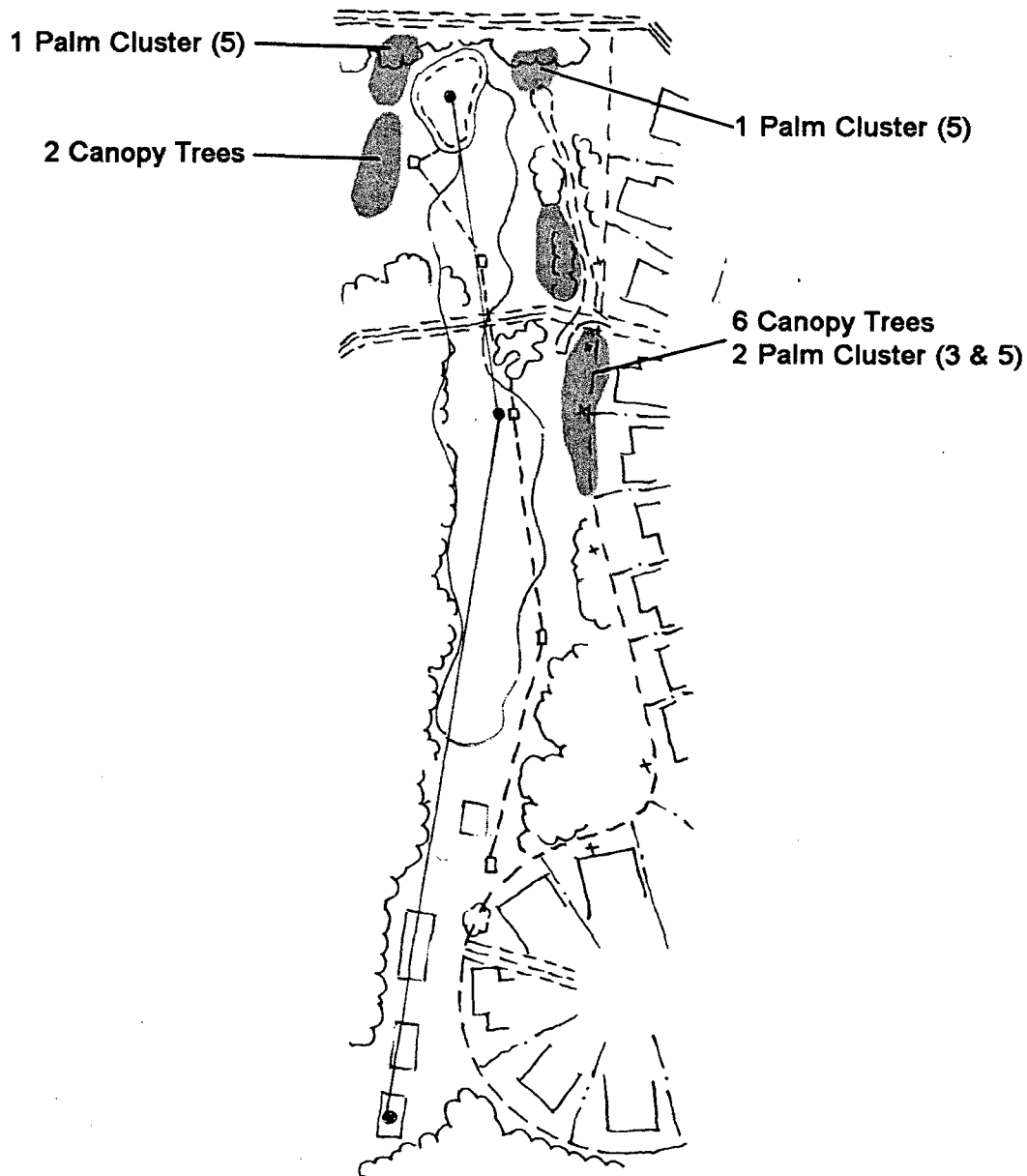
561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

**Bink's Forest Golf Course
Tree Replacement Hole 10**

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	4
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	4
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	18

Hole 10 Tree Count

Canopy Tree- 8
Palm Tree- 18



BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC
VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 10

DATE: 10/1/10
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
SCALE: 1" = 100'
SHEET 8



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

**Bink's Forest Golf Course
Tree Replacement Hole 11**

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	6
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Laurel Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Mahogany	12'-16' Ht x 6'-8' Spr, 2.5" DBH	2
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	44

Hole 11 Tree Count

Canopy Trees- 14
Palm Trees- 44

6 Canopy Tree
5 Palm Cluster (3,3,5,5 & 3)

3 Canopy Tree
2 Palm Clusters (3 & 3)

3 Canopy Tree
2 Palm Cluster (3 & 3)

Landscape Redress
1 Palm Cluster (5)

2 Canopy Trees
2 Palm Clusters (3 & 5)



BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC
VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 11

DATE: 10/1/11
BY: J. K. COLE
CHECKED: J. K. COLE
APPROVED: J. K. COLE
PROJECT: BINK'S FOREST
SHEET: 1



Planning
Landscape Architecture
Environmental Services
Transportation

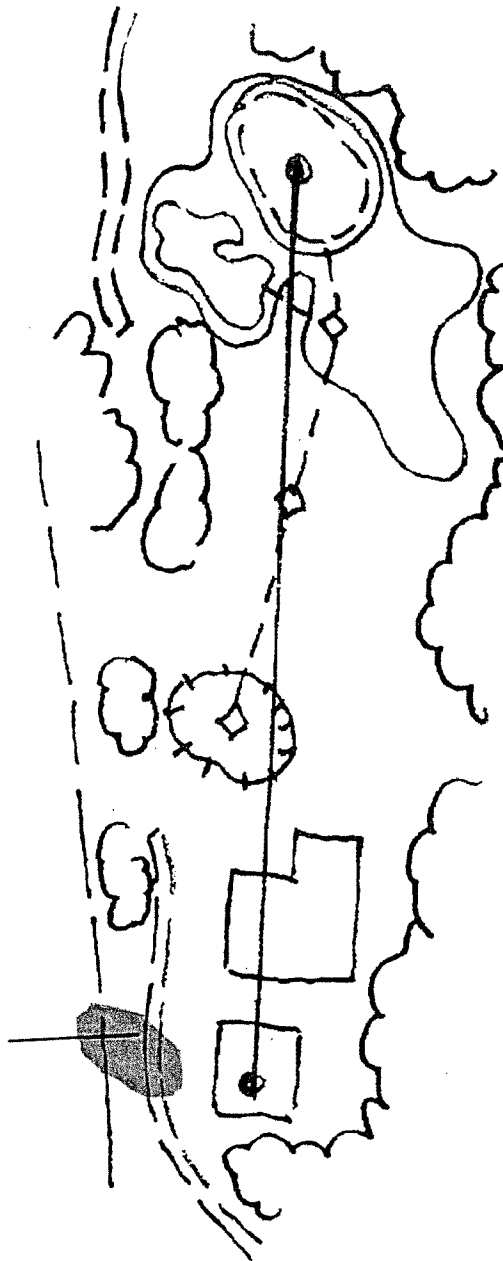
561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 12

Tree Type	Species	Specifications	Total
Large Canopy Trees	-Live Oak	17'-22' Ht x 8'-12' Spr, 3"- 4" DBH	1

Hole 12 Tree Count

Large Canopy Tree (1)



Remove Existing Tree
Replace with 1 Large Canopy
Tree

Relocation
Boole
Hole 12
Scale
North
Prepared by
Checked by
Approved by
Date
Sheet 1

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC

VILLAGE OF WELLINGTON, FLORIDA



North

BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 13

Tree Type	Species	Specifications	Total
Large Canopy Trees	-Live Oak	17'-22' Ht x 8'-12' Spr, 3"- 4" DBH	4
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	10
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	11
	-Mahogany	12'-16' Ht x 6'-8' Spr, 2.5" DBH	11
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	53
Small / Flowering Trees	-Crape Myrtle	10' Ht x 5' Spr	3
	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	6
	-Glaucous Cassia	10' Ht x 5' Spr	3
	-Dahoon Holly	8'-10' Ht x 4'-5' Spr	6
Shrubs	-Saw Palmetto	25 Gallon, 2.5' x 3'	25
	-Buttonwood	25 Gallon, 8'-10' Height x 4'-5' spread	25
	-Cocoplum	7 Gallon, 30" x 30"	50
	-Firebush	7 Gallon, 4' – 5' Height	70
Grasses	-Sand Cord Grass	1 Gallon, 12"-18" Height	500
	-Mulhy/ Hair Grass	1 Gallon, 12"-18" Height	500
	-Fakahatchee Grass	1 Gallon, 12"-18" Height	250
Mulch	-Pine Straw Mulch		½ Acre Allowance

Large Canopy Trees- 4
Canopy Trees- 34
Palm Trees- 59
Small/ Flowering Trees- 18

4 Large Canopy Trees
24 Canopy Trees
12 Palm Clusters (11 x 3's), 5)

Understory Planting
25 Saw Palmetto
25 Gallon, 2.5' x 3'

25 Buttonwood
25 Gallon, 8' - 10' Height x 4' - 5' spread

50 Cocoplum
7 Gallon, 30" x 30"

70 Firebush
7 Gallon, 4' - 5' Height

500 Sand Cord Grass
1 Gallon, 12" - 18" Height

500 Muhly/ Hair Grass
1 Gallon, 12" - 18" Height

250 Fakahatchee Grass
1 Gallon, 12"-18" Height

**Oak and Sabal Palm
clusters to be field
located**

10 Canopy Trees
6 Palm Clusters (6 @ 3)
6 Small/ Flowering Tree
Clusters (6 @ 3)

Material in this area to be field located in collaboration with adjacent Homeowners

Denotes Understory Planting

(See Separate Graphic for Cross Section Detail)

Hole was shortened to 352 yards.

- 1 Palm Cluster (3)



North

BATES
GOLF
DESIGN GROUP

**LAND
DESIGN
SOUTH** 
Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC
VILLAGE OF WELLINGTON, FLORIDA

**Relocation
Booklet
Hole 13**

[illegible]

BINKS FOREST COUNTRY CLUB

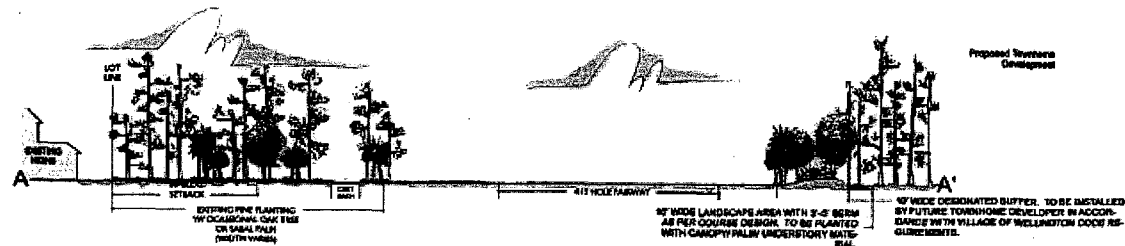
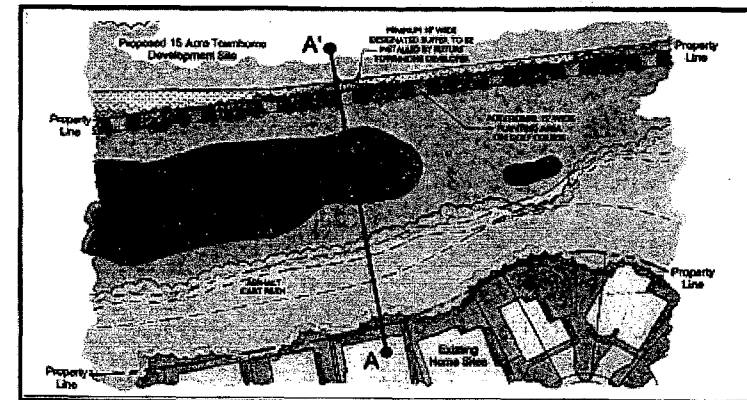
PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC.

PROPOSED BUFFER INFILL/ENHANCEMENT TREE/PALM/SHRUB MATERIAL

NATIVE	BOTANICAL NAME	COMMON NAME	SIZE & REMARK
TREE/PALM/SHRUB/GROUND COVER			
Y	<i>Quercus virginiana</i>	Live Oak	B&B, 12'-16'HT x 6'-8'Spr, 2.5" DBH, Full Canopy and B&B, 17'-22'HT x 8'-12'Spr, 3"-4" DBH, Full Canopy
Y	<i>Swietenia mahoganii</i>	Mahogany	B&B, 12'-16'HT x 6'-8'Spr, 2.5" DBH, Full Canopy
Y	<i>Acer rubrum</i>	Red Maple	B&B, 12'-16'HT x 6'-8'Spr, 2.5" DBH, Full Canopy
Y	<i>Myrica caribaea</i>	Wax Myrtle	B&B, 8'-10'HT x 4'-5'Spr
N	<i>Lagerstroemia indica</i>	Crape Myrtle	B&B, 10'HT x 5'Spr
N	<i>Senna surattensis</i>	Glaucoot Cassia	B&B, 10'HT x 5'Spr
Y	<i>Ilex cassine</i>	Dahoon Holly	B&B, 8'-10'HT x 4'-5'Spr
Y	<i>Sabal palmetto</i>	Cabbage Palm	B&B, 10', 12', 14', 16', 18' CT, Stagger Heights in Clusters
Y	<i>Serenoa repens</i>	Saw Palmetto	25 Gallon, 2.5" x 3"
Y	<i>Conocarpus erectus</i>	Buttonwood	25 Gallon, 8'-10'HT x 4'-5'Spr, Multi Trunk, Full Canopy
Y	<i>Cynobalanus icaco</i>	Cocophum	7 Gallon, 30" x 30", Full
Y	<i>Hamelia petersii</i>	Firebush	7 Gallon, 4'-5'HT, Full
Y	<i>Sporobolus bakeri</i>	Sand Cord Grass	1 Gallon, 12"-18"HT
Y	<i>Muhlenbergia capillaris</i>	Muhly/Hair Grass	1 Gallon, 12"-18"HT
Y	<i>Tripsacum dactyloides</i>	Palmetto Grass	1 Gallon, 12"-18"HT

SECTION PLAN

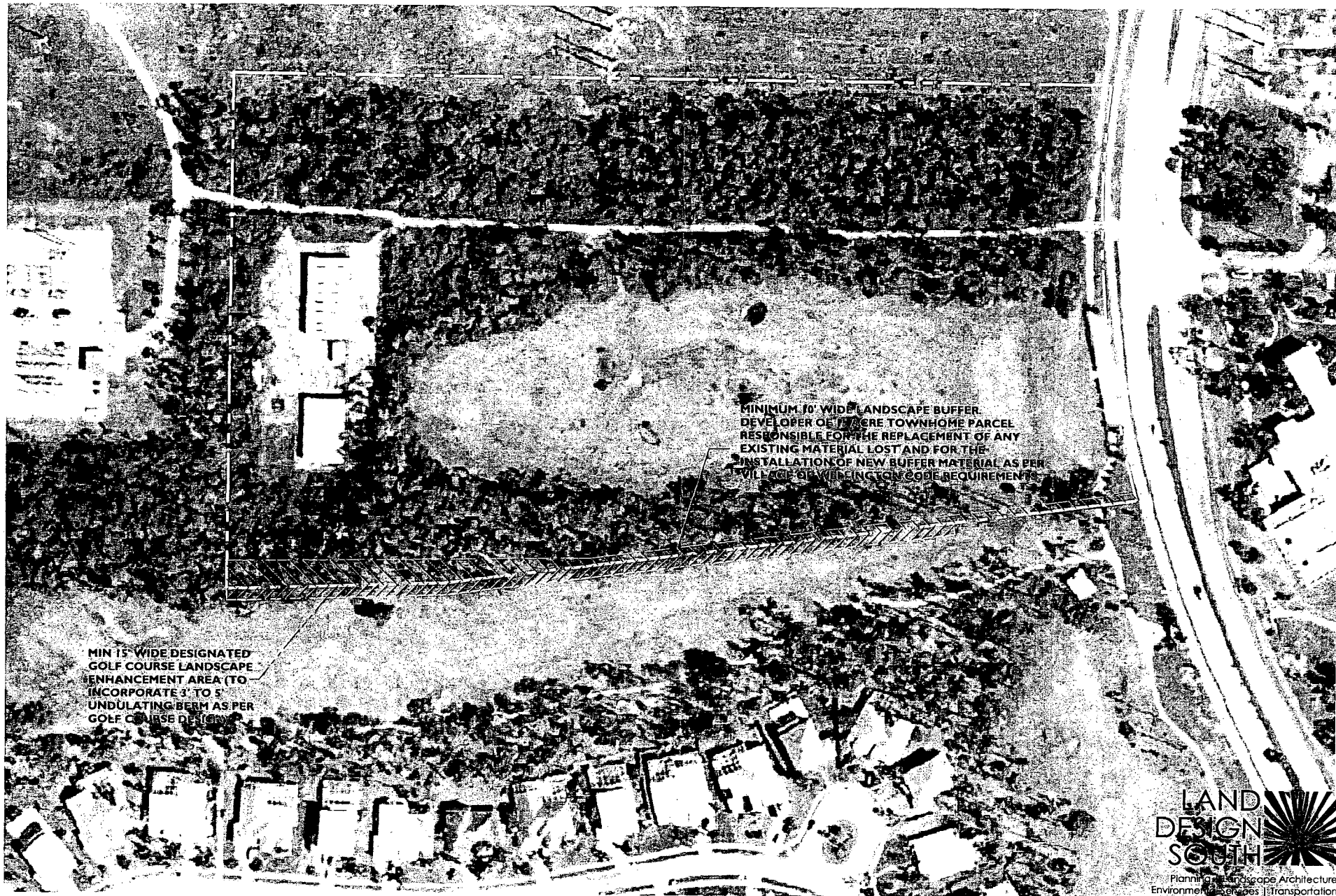
SCALE: 1" = 60'-00"



SECTION I THROUGH HOLE #13

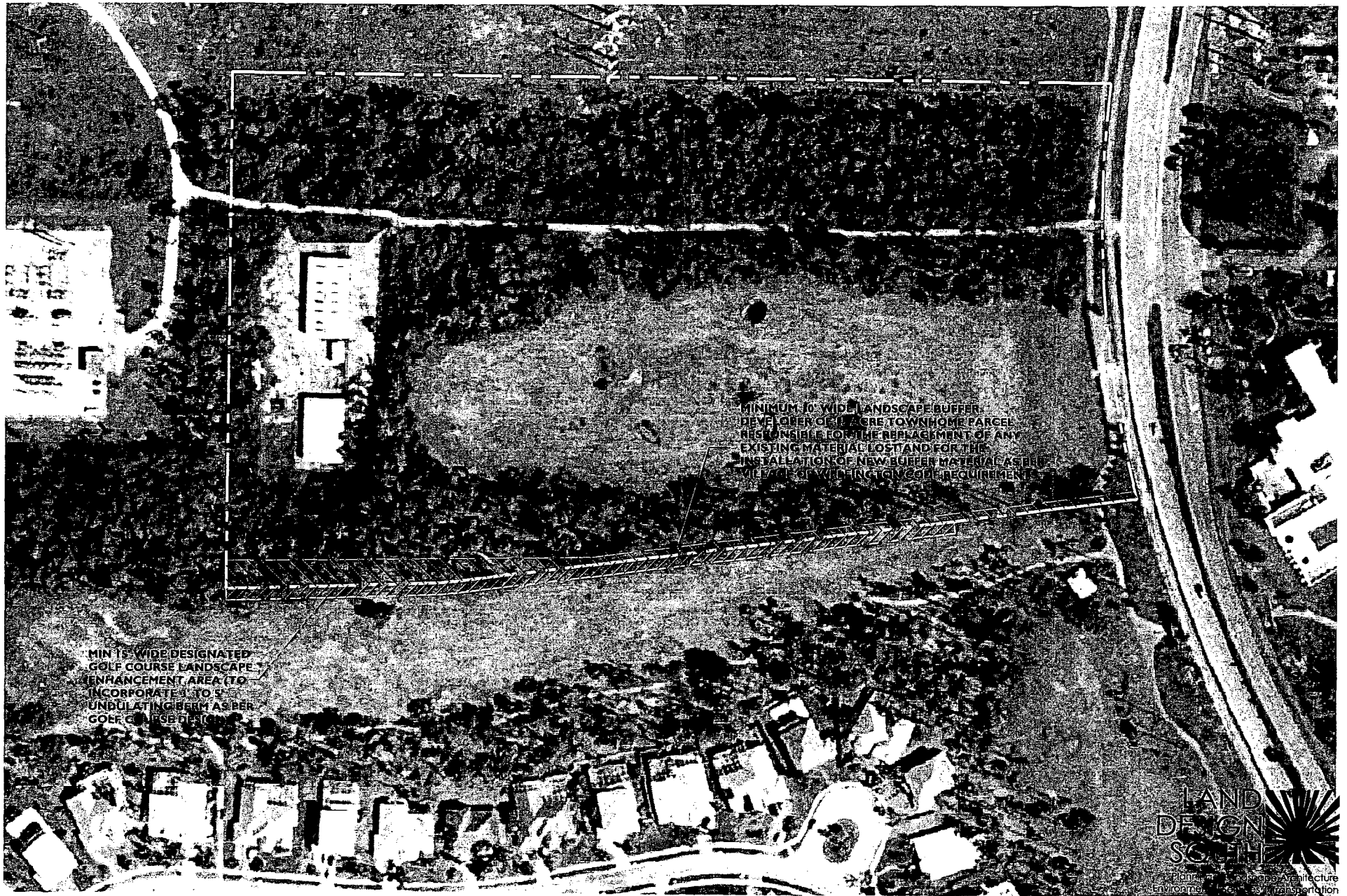
SCALE: 1" = 20'-00"

**LAND
DESIGN
SOUTH**
Landscape Architecture / Land Planning
NOVEMBER 2006



MINIMUM 10' WIDE LANDSCAPE BUFFER.
DEVELOPER OF 1/2 ACRE TOWNHOME PARCEL
RESPONSIBLE FOR THE REPLACEMENT OF ANY
EXISTING MATERIAL LOST AND FOR THE
INSTALLATION OF NEW BUFFER MATERIAL AS PER
VILLAGE OF WILMINGTON CODE REQUIREMENTS

MIN 15' WIDE DESIGNATED
GOLF COURSE LANDSCAPE
ENHANCEMENT AREA (TO
INCORPORATE 3' TO 5'
UNDULATING BERM AS PER
GOLF COURSE DESIGN)



MINIMUM 10' WIDE LANDSCAPE BUFFER
DEVELOPER OF 1/4 ACRE TOWNHOME PARCEL
RESPONSIBLE FOR THE REPLACEMENT OF ANY
EXISTING MATERIAL LOST AND FOR THE
INSTALLATION OF NEW BUFFER MATERIAL AS PER
VILLAGE OF WILMINGTON GOLF REQUIREMENTS

MIN 15' WIDE DESIGNATED
GOLF COURSE LANDSCAPE
ENHANCEMENT AREA (TO
INCORPORATE 3' TO 5'
UNDULATING BERM AS PER
GOLF COURSE DESIGN)

LAND
DESIGN
SCOUT
Planning & Design Architecture
Environment & Transportation



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 14

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	2
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	21

Area to be treated with Pine Straw Mulch

1 Palm Cluster (3)

2 Palm Clusters (3, 3)

2 Canopy Tree
2 Palm Cluster (3 & 3)



**LAND
DESIGN
SOUTH** 
Planning | Landscape Architecture
Environmental Services | Transportation

VILLAGE OF WELLINGTON, FLORIDA

NAME _____
 ADDRESS _____
 CITY _____
 STATE _____
 ZIP _____
 PHONE _____
 E-MAIL _____
 NAME _____
 ADDRESS _____
 CITY _____
 STATE _____
 ZIP _____
 PHONE _____
 E-MAIL _____



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 15

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Laurel Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	2
Small / Flowering Trees	-Crape Myrtle	10' Ht x 5' Spr	6
	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	9
	-Glaucous Cassia	10' Ht x 5' Spr	9
	-Dahoon Holly	8'-10' Ht x 4'-5' Spr	9
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	18

2 Small/ Flowering Tree
Clusters (3, 3)

3 Canopy Trees
2 Small/ Flowering
Tree Clusters
(3, 3)

1 Palm Cluster (3)

4 Canopy Tree
4 Palm Cluster
(3,3,3 & 3)
3 Small/ Flowering
Tree Clusters
(3, 3, 3)

1 Canopy Tree
1 Palm Cluster (3)
2 Small/ Flowering
Tree Clusters (3, 3)

Architects will work with homeowners for re-
placement, if needed, in this area

Hole 15 Tree Count

Canopy Trees- 8
Palm Trees- 18
Small/ Flowering Trees- 33



North

BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC

VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 15

Sheet 1 of 1
Scale: 1" = 100'
Date: 11/11/11
Drawn by: M.S.G.
Checked by: [Signature]
Approved by: [Signature]



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 16

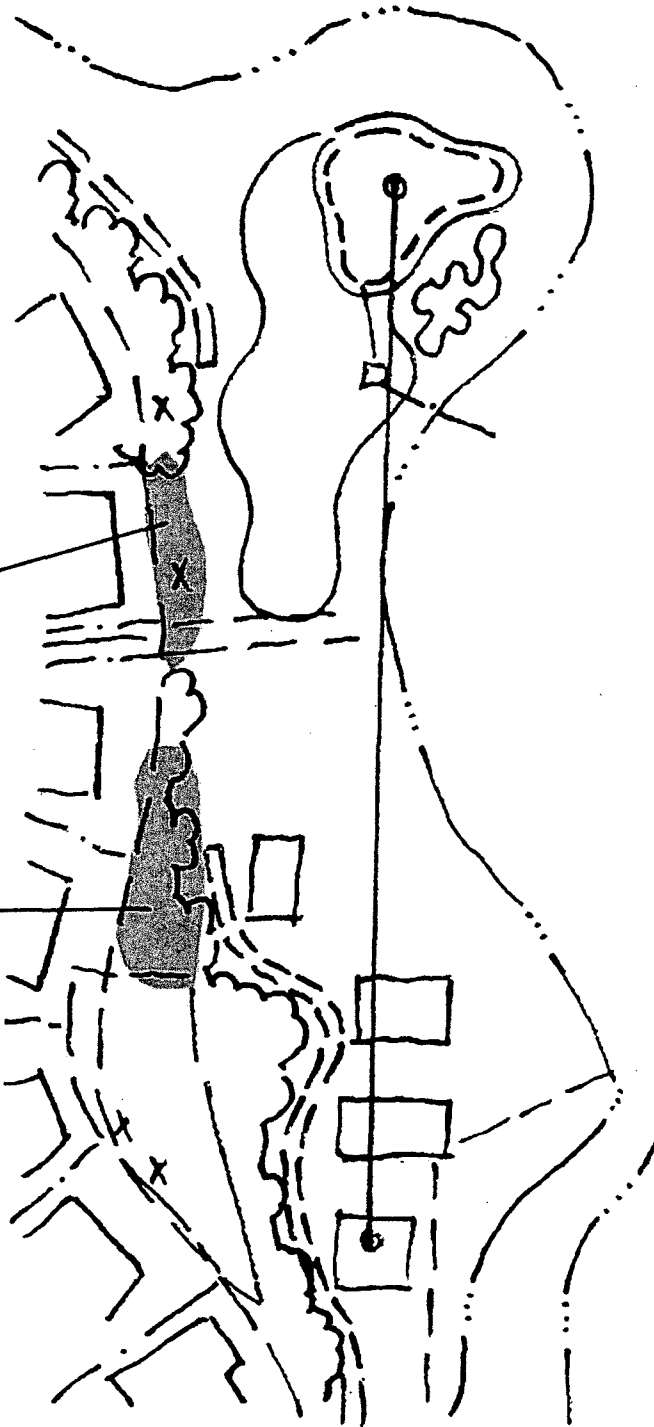
Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	2
Small / Flowering Trees	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	3
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	6

Hole 16 Tree Count

Canopy Trees- 2
Palm Trees- 6
Small/Flowering Trees- 3

1 Canopy Tree
1 Palm Cluster (3)

1 Canopy Tree
1 Small/Flowering
Tree Cluster (3)
1 Palm Cluster (3)



North

BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC

VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 16

DATE: 10/1/11
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
DATE: 10/1/11
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



Planning
Landscape Architecture
Environmental Services
Transportation

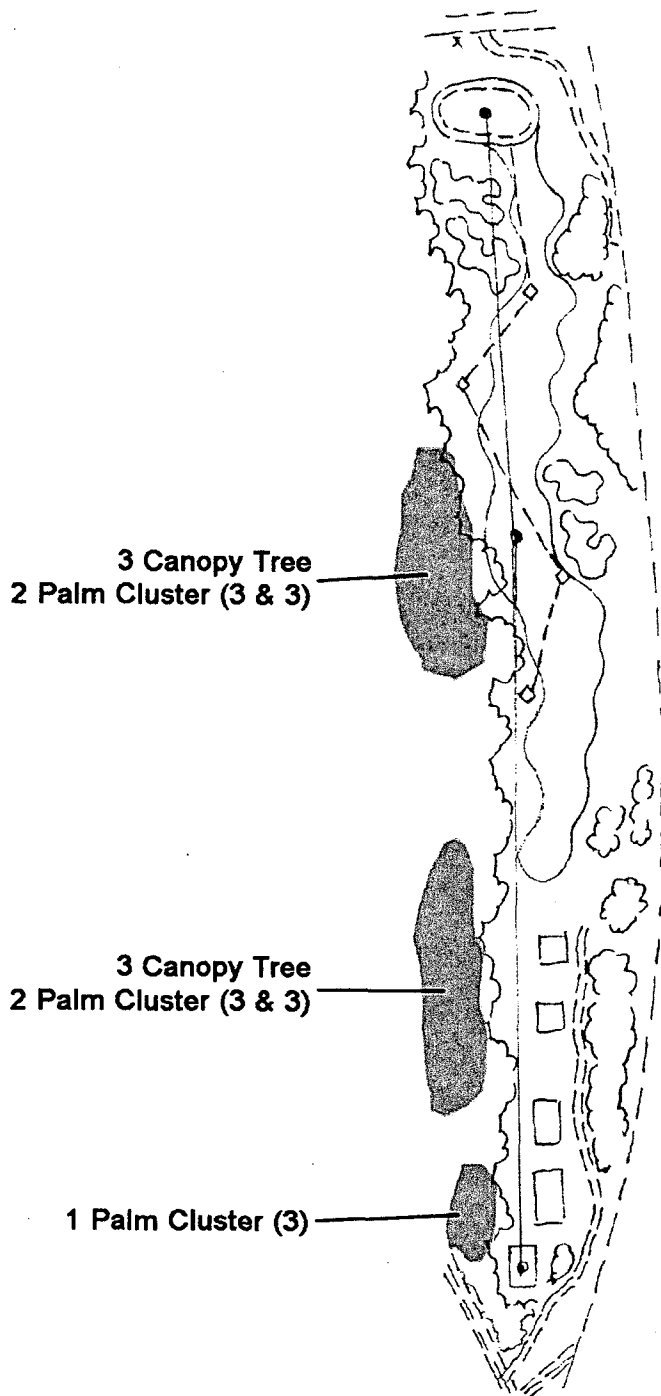
561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 17

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	15

Hole 17 Tree Count

Canopy Tree- 6
Palm Trees- 15



Relocation
Booklet
Hole 17

DATE: 10/1/01
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
DATE: 10/1/01
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

BINK'S FOREST
PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC
VILLAGE OF WELLINGTON, FLORIDA



BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation



Planning
Landscape Architecture
Environmental Services
Transportation

561-478-8501 • FAX 561-478-5012 • 2101 Centrepark West Drive, Suite 100, West Palm Beach, Florida 33409

Bink's Forest Golf Course Tree Replacement Hole 18

Tree Type	Species	Specifications	Total
Canopy Trees	-Live Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Red Maple	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
	-Laurel Oak	12'-16' Ht x 6'-8' Spr, 2.5" DBH	3
Small / Flowering Trees	-Wax Myrtle	8'-10' Ht x 4'-5' Spr	6
Palm Trees	-Cabbage Palm	10',12',14',16',18' CT, stagger Hts in clusters, 50% smooth/50% Boot.	27

Hole 18 Tree Count

Canopy Trees- 9

Palm Trees- 27

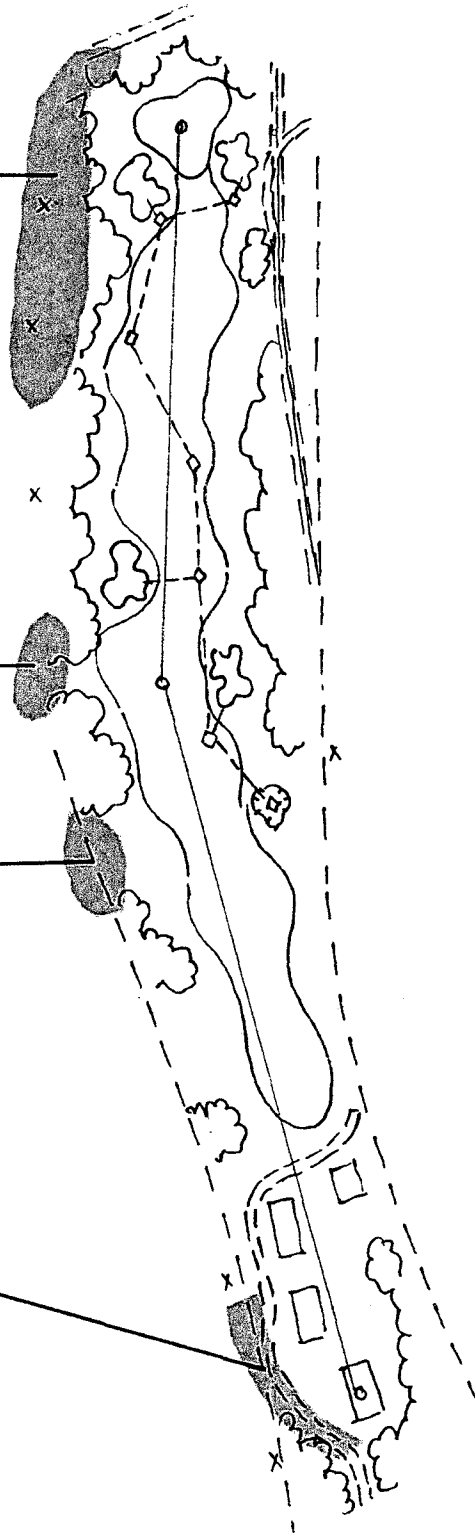
Small/Flowering Trees- 6

8 Canopy Trees
5 Palm Cluster (3,3, 3, 5, 5)

1 Palm Cluster (5)

1 Canopy Tree

1 Palm Cluster (3)
2 Small/Flowering Tree
Cluster (3 & 3)



North

BATES
GOLF
DESIGN GROUP

LAND
DESIGN
SOUTH

Planning | Landscape Architecture
Environmental Services | Transportation

BINK'S FOREST

PREPARED FOR PENINSULA PROPERTY HOLDINGS, INC

VILLAGE OF WELLINGTON, FLORIDA

Relocation
Booklet
Hole 18

DATE	02/02/2010
DESIGNED BY	CHL
PROJECT	TYPE: COMMERCIAL
NO. 1	BL 1
DATE	02/02/2010
CONTRACT	

Exhibit "H"

CONCEPTUAL INTERIOR REDESIGN OF THE CLUBHOUSE

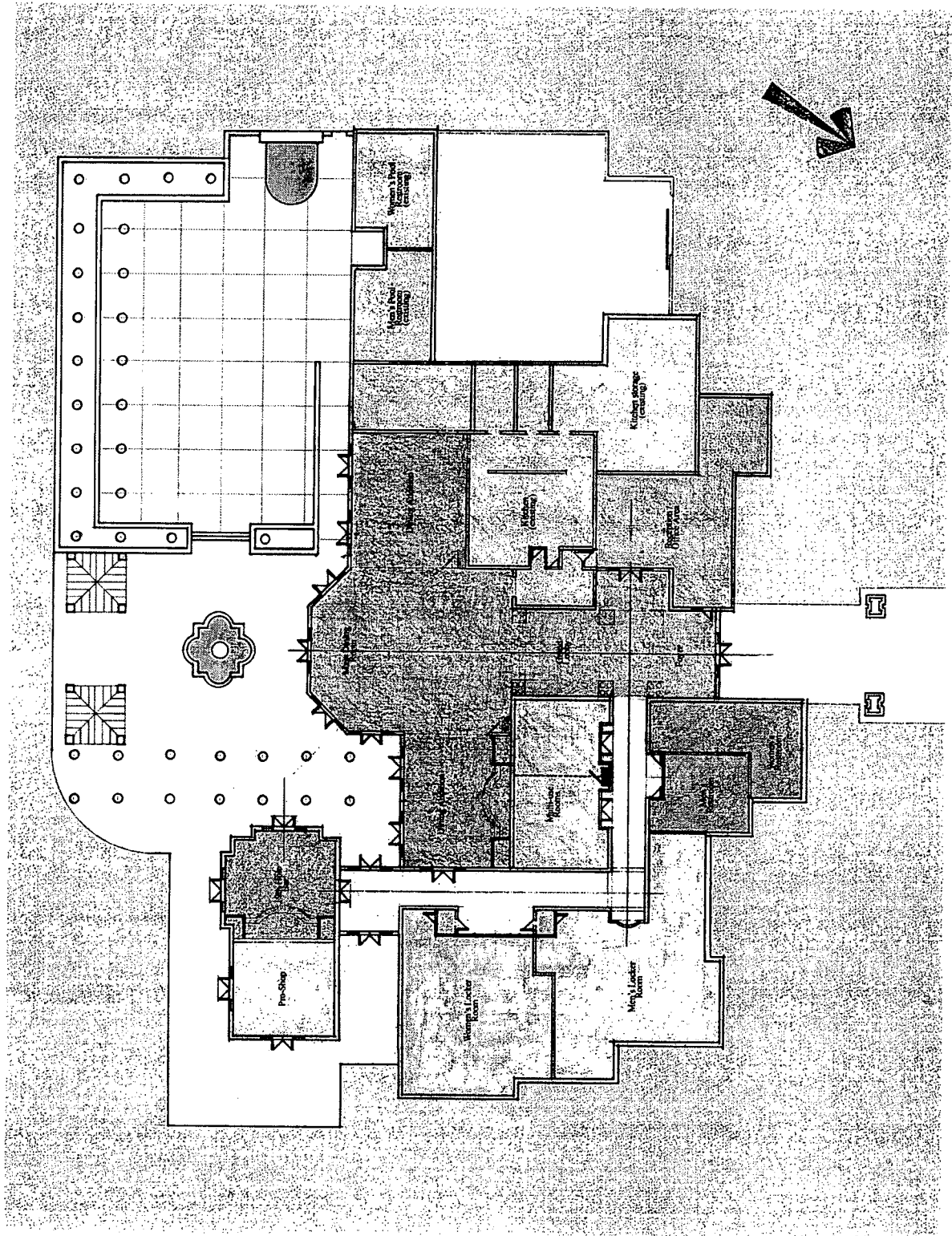


Exhibit "I"

CONCEPTUAL EXTERIOR ELEVATIONS OF THE CLUBHOUSE

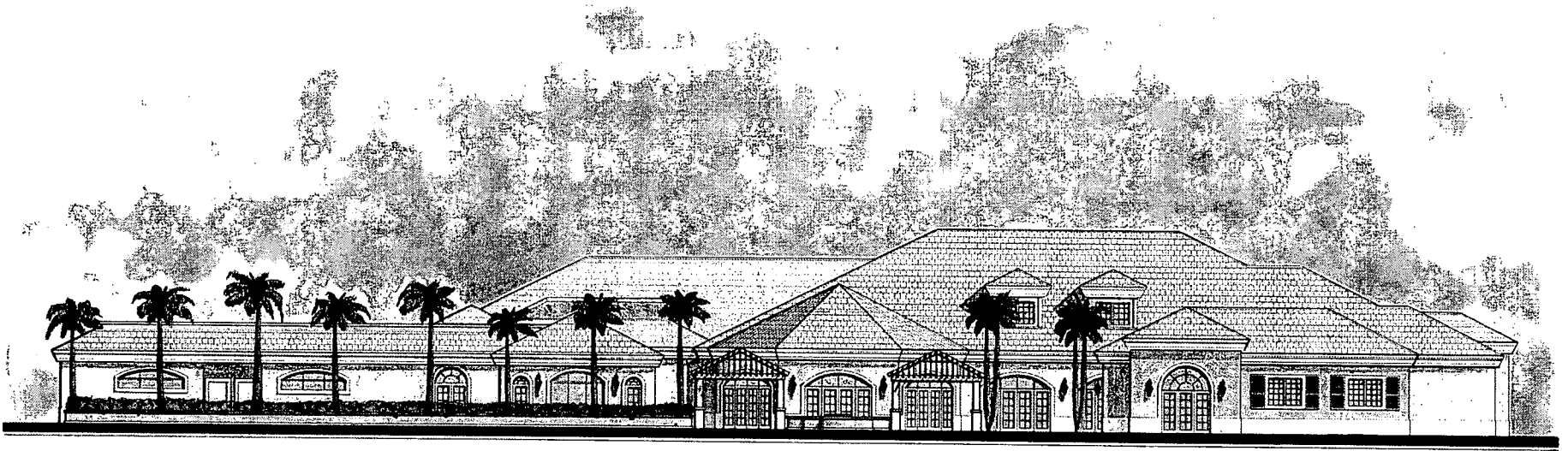


Exhibit I

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

RESOLUTION NO. R2008-73

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, APPROVING DEVELOPMENT ORDER AMENDMENT AND MASTER PLAN AMENDMENT APPLICATION KNOWN AS RESIDENCES AT BINKS FOREST GOLF CLUB, PETITION 1997-10 DOA2 AND MPA1 TO AMEND THE MASTER PLAN TO DEPICT 15 ACRES OF THE BINKS FOREST GOLF COURSE (ABANDONED DRIVING RANGE) AS A RESIDENTIAL POD (POD L) WITH 90-MULTI FAMILY UNITS; TO IDENTIFY THE PROPOSED ENTRY INTO THE NEW POD L; TO IDENTIFY THE EXISTING ENTRY INTO THE GOLF CLUB; TO RELOCATE THE GOLF MAINTENANCE BUILDING; TO IDENTIFY THE CORRECT LOCATION OF THE EXISTING ENTRY INTO THE FPL SUBSTATION FROM FLYING COW ROAD; AND TO UPDATE THE SITE DATA AND TABULAR DATA TO INCLUDE POD L FOR THE PROPERTY LOCATED WITHIN THE LANDINGS AT WELLINGTON PLANNED UNIT DEVELOPMENT (PUD), ON THE WEST SIDE OF BINKS FOREST DRIVE, APPROXIMATELY HALF MILE SOUTH OF SOUTHERN BOULEVARD, AS DESCRIBED MORE PARTICULARLY HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council, as the governing body of the Village of Wellington, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the Village of Wellington Land Development Regulation is authorized and empowered to consider petitions related to zoning and development orders; and

WHEREAS, the notice and hearing requirements, as provided in Article V of the Land Development Regulation, have been satisfied; and

WHEREAS, the subject is within the Landings at Wellington PUD, and

WHEREAS, the request to amend the Landings at Wellington PUD was reviewed by the Planning, Zoning and Adjustment Board at a public hearing conducted on June 5, 2008; and

WHEREAS, the Village Council has considered the evidence and testimony presented by the Petitioner and other interested parties and the recommendations of the various Village of Wellington review agencies and staff; and

WHEREAS, the Village Council has made the following findings of fact:

- 1 1. The subject site is within the Landings at Wellington PUD and possesses
2 a Future Land Use Map designation of Residential E. The modifications
3 requested are consistent with both the Land Use and Master Plan
4 designations for the subject parcel and the request is consistent with the
5 Comprehensive Plan.
6
- 7 2. The proposed modifications have been found to be compatible with
8 surrounding uses.
9
- 10 3. There are no environmental issues or concerns.
11
- 12 4. There are adequate public facilities available to serve the subject site.
13
- 14 5. There are public services and facilities in place to support the anticipated
15 impacts on traffic, water and sewer services.
16

17 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE**
18 **VILLAGE OF WELLINGTON, FLORIDA, THAT:**
19

20 **SECTION 1.** The Master Plan Amendment Petition 1997-10 DOA2 and MPA1, the
21 petition of Aquila Binks Forest Development, LLC, Owner, is hereby approved on the
22 following described real property, subject to the conditions of approval contained herein,
23 which are in addition to the general requirements otherwise provided by resolution:
24

- 25 1. In order to comply with the Traffic Performance Standards, the property owner
26 shall be restricted to the following phasing schedule. No building permits for the
27 site may be issued after December 31, 2010. A time extension for this condition
28 may be approved by the Village Engineer based upon an approved Traffic Study
29 which complies with Traffic Performance Standards in place at the time of the
30 request. **(TRAFFIC)**
31
- 32 2. The property owner shall provide the Village with an new mylar of the master
33 plan that reflects the amendments approved herein, including a showing of the
34 90 multi-family units on the property, the movement of the maintenance facility to
35 the adjoining property, and the location of the proposed entrance to the
36 property. **(PLANNING)**
37
- 38 3. Previous conditions of approval not amended by these petitions are still in effect.
39 **(PLANNING)**
40

1 LEGAL DESCRIPTION:

2
3 **LEGAL DESCRIPTION OF TOWNHOME PARCEL – RESIDENTIAL ELEMENT**

4
5 A PARCEL OF LAND BEING A PART OF PARCEL "J", BINK'S FOREST OF THE
6 LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT
7 THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS,
8 PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE
9 PARTICULARLY DESCRIBED AS FOLLOWS:

10
11 **BEGINNING** AT A BOUNDARY CORNER OF SAID PARCEL "J"; SAID BOUNDARY
12 CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL
13 SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE, SOUTH
14 01°19'52" WEST, ALONG THE BOUNDARY COMMON WITH SAID PARCEL "J" AND
15 SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT", A
16 DISTANCE OF 520.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL
17 SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE SOUTH
18 86°09'16" EAST, DEPARTING SAID BOUNDARY LINE, A DISTANCE OF 657.54
19 FEET; THENCE, NORTH 83°32'27" EAST, A DISTANCE OF 517.25 FEET TO A
20 POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "J"; SAID POINT
21 BEING A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF
22 1410.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 75°08'11" EAST;
23 THENCE, NORTHERLY ALONG SAID EASTERLY BOUNDARY LINE AND ALONG
24 THE WESTERLY RIGHT-OF-WAY LINE OF BINK'S FOREST DRIVE, AS SHOWN ON
25 SAID PLAT, THROUGH A CENTRAL ANGLE OF 22°46'13", A DISTANCE OF 560.36
26 FEET TO THE END OF SAID CURVE; THENCE, NORTH 88°58'25" WEST,
27 DEPARTING SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT-OF-
28 WAY LINE, AND ALONG A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT
29 ANGLES TO, THE NORTH BOUNDARY LINE OF SAID PARCEL "J", A DISTANCE OF
30 1122.73 FEET; THENCE, SOUTH 01°19'52" WEST, A DISTANCE OF 70.00 FEET TO
31 THE POINT OF BEGINNING.

32
33 EXCEPTING PARCEL "V" AS SHOWN ON SAID PLAT OF BINK'S FOREST OF THE
34 LANDINGS AT WELLINGTON P.U.D. PLAT 2.

35
36 CONTAINING: 15.27 ACRES, MORE OR LESS.


37
38 SUBJECT TO, AND TOGETHER WITH, EASEMENTS, RESERVATIONS AND/OR
39 RIGHTS-OF-WAY OF RECORD.

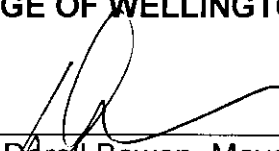
40
41 **SECTION 2.** This Resolution shall become effective immediately upon adoption.

1 PASSED AND ADOPTED this 8th day of July 2008.
2
3

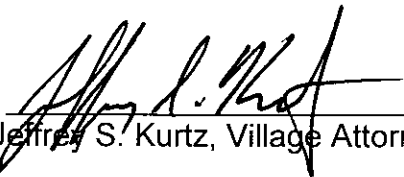
4 ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

5
6
7 BY: 
8 Awilda Rodriguez, Village Clerk
9

BY: 
Darell Bowen, Mayor

10
11 APPROVED AS TO FORM AND
12 LEGAL SUFFICIENCY:

13
14
15 BY: 
16 Jeffrey S. Kurtz, Village Attorney
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

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

RESOLUTION NO. R2012-10

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
APPROVING DEVELOPMENT ORDER EXTENSIONS IN
ACCORDANCE WITH SECTION 72 OF CHAPTER 2011-
139 LAWS OF FLORIDA; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Wellington Council, Florida as the governing body, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the Land Development Regulations, as adopted by Wellington, is authorized and empowered to consider petitions related to zoning and land development orders and extensions to previously approved development orders; and

WHEREAS, Section 72 Chapter 2011-79, Laws of Florida adopted by the Florida Legislature and signed into Law by the Governor on June 2, 2011 provides for mandated additional extensions to approved local government development orders that were granted extensions in 2010 under the provisions of Section 14 of Chapter 2099-96, Laws of Florida but were not eligible for an additional extension under the provisions of Section 47 of Chapter 2010-147, Laws of Florida, because their extended development orders did not expire until after January 1, 2012; and

WHEREAS, "Exhibit A" attached hereto is a list of all project development orders for which extension applications were received by the legislatively imposed deadline of December 31, 2011 and eligibility for approval has been confirmed; and

WHEREAS, the Wellington Council has made the following determinations:

1. The proposed extensions to the Development Orders are consistent with the Comprehensive Plan. The Future Land Use designation(s) for the effected projects have not changed since their original approvals.
2. These requested Development Order extensions are consistent with the purpose and intent of the LDR.
3. The requested Development Order extensions are consistent with the provisions of Section 72 of Chapter 2011-79, Laws of Florida.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON FLORIDA'S COUNCIL, that:


1 **SECTION 1.** The Development Order extension requests for all projects identified
2 on Exhibit "A", attached hereto, are granted additional two (2) year extensions from
3 the two (2) year extensions granted under Section 14 of Chapter 2009-96, Laws of
4 Florida; from their individually scheduled expiration dates, which are also identified
5 on Exhibit "A".
6
7


8 **SECTION 2.** This Resolution shall become effective immediately upon adoption.
9

10
11 **PASSED AND ADOPTED** this 14th day of February 2012, upon first and final
12 reading.
13

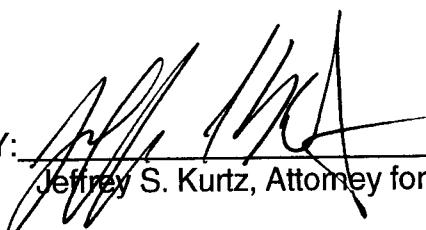
14
15 **ATTEST:**

WELLINGTON, FLORIDA

16
17
18
19
20 BY: 
21 Awilda Rodriguez, Wellington Clerk
22
23

BY: 
Darell Bowen, Mayor

24
25 **APPROVED AS TO FORM AND**
26 **LEGAL SUFFICIENCY**
27

28
29
30
31 BY: 
32 Jeffrey S. Kurtz, Attorney for Wellington
33
34
35
36
37
38
39
40

1
2
3
4
5
6

EXHIBIT "A"

PROJECT NAME	CURRENT EXPIRATION DATE	EXTENSION DATE
Binks Residential	12/31/2012	12/31/2014
Wellington Parc	12/31/2013	12/31/2015

7
8

RESIDENCES AT BINKS FOREST GOLF CLUB

PREPARED FOR
AQUILA BINKS FOREST DEVELOPMENT, LLC
VILLAGE OF WELLINGTON, FLORIDA

"ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE LANDSCAPE ARCHITECT AND MUST BE RETURNED UPON REQUEST. REPRODUCTION OF DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS IN PART OR IN WHOLE IS FORBIDDEN WITHOUT THE LANDSCAPE ARCHITECT'S WRITTEN PERMISSION."

DEVELOPMENT TEAM

PROJECT DEVELOPER:
AQUILA BINKS FOREST DEVELOPMENT LLC
15340 ENDEAVOUR DRIVE
JUPITER, FL 33478
BUSINESS - (561) 515-8584
FAX - (561) 775-0115

ENGINEER:
ERDMAN ANTHONY
1402 ROYAL PALM BEACH BLVD.,
BLDG. 500
ROYAL PALM BEACH, FL 33411
BUSINESS - (561) 753-9723
FAX - (561) 753-9724

SURVEYOR:
JDC DEVELOPMENT SERVICES, INC.
12777 W. FOREST HILL BLVD.,
SUITE 1503
WELLINGTON, FL 33414
BUSINESS - (561) 790-4471
FAX - (561) 790-4488

ARCHITECT:
JMW ARCHITECTS, INC.
949 CLINT MOORE RD.
BOCA RATON, FL 33487
BUSINESS - (561) 997-9997
FAX - (561) 997-1610

**LAND PLANNER/
LANDSCAPE ARCHITECT:**
LAND DESIGN SOUTH
2101 CENTRE PARK WEST DR.,
SUITE 100
WEST PALM BEACH, FL 33409
BUSINESS - (561) 478-8501
FAX - (561) 478-5012

NOTES

- CURBSIDE PICKUP IS PROPOSED FOR TRASH AND RECYCLE COLLECTION.
- SAFE SIGHT TRIANGLES ARE 25' (CHAMFER), UNLESS OTHERWISE NOTED.
- ALL ABOVE GROUND EQUIPMENT, VALVES, TRANSFORMERS, ETC. SHALL BE SCREENED ON AT LEAST 3 SIDES BY SHRUBS AND LANDSCAPING TO BE INSTALLED AT A MINIMUM OF 24" HT.
- SPEED BUMPS ARE NOT ALLOWED NOW OR IN THE FUTURE.
- THE FENCE AROUND THE POOL AREA SHALL MEET ALL APPLICABLE CODES WITH SELF-CLOSING LATCHES, ETC.

TABULAR PROJECT DATA

PROJECT NAME	RESIDENCES AT BINKS FOREST GOLF CLUB
PETITION NUMBER	1997-10 SP2
FUTURE LAND USE DESIGNATION	RES-E
ZONING DISTRICT	PUD
SECTION 06	TOWNSHIP 44
PROPERTY CONTROL NUMBER (PCN)	73-41-44-06-03-010-0000
EXISTING USE	ABANDONED DRIVING RANGE
PROPOSED USE	FEE-SIMPLE TOWNHOUSES
TOTAL SITE AREA	(665,160 S.F.) 15.27 AC.
TOTAL PRESERVE AREA (NOT PART OF SUBJECT SITE)	0.26 AC.
TOTAL DWELLING UNITS	90 D.U.
3-STORY TOWNHOUSES	20 D.U.
2-STORY TOWNHOUSES	70 D.U.
GROSS DENSITY	5.89 D.U./AC.
TYPE OF OWNERSHIP	FEE SIMPLE TOWNHOUSES

BUILDING/UNIT BREAKDOWN

TOTAL BUILDING SQUARE FOOTAGE	236,383 S.F.
CLUBHOUSE	1,245 S.F.
BUILDING TYPE 1 (2-STORY) 4 UNITS	9,958 S.F. x 5 = 49,790 S.F.
BUILDING TYPE 2 (2-STORY) 6 UNITS	14,900 S.F. x 3 = 44,700 S.F.
BUILDING TYPE 3 (2-STORY) 8 UNITS	19,842 S.F. x 4 = 79,368 S.F.
BUILDING TYPE 4 (3-STORY) 4 UNITS	12,256 S.F. x 2 = 24,512 S.F.
BUILDING TYPE 5 (3-STORY) 6 UNITS	18,384 S.F. x 2 = 36,768 S.F.
UNIT TYPE A	2,508 S.F.
UNIT TYPE B	2,471 S.F.
UNIT TYPE C	3,100 S.F.
UNIT TYPE D	3,028 S.F.

TABULAR PROJECT DATA

FLOOR AREA RATIO	.35
BUILDING HEIGHTS	35' MAX.
1-STORY CLUBHOUSE	19'-0"
2-STORY TOWNHOUSES	27'-0"
3-STORY TOWNHOUSES	35'-0"
LOT COVERAGE (35% MAX.)	22.2% (147,759 S.F.) 3.39 AC.
PERVIOUS SURFACES	46% (305,678 S.F.) 7.02 AC.
PERVIOUS SURFACES	54% (359,483 S.F.) 8.25 AC.
LANDSCAPE OPEN AREAS	48.5% (322,873 S.F.) 7.41 AC.
ACCESS EASEMENT AREA	24.3% (161,855 S.F.) 3.72 AC.
RECREATIONAL AREAS (1.08 AC. REQ.)	8.4% (55,757 S.F.) 1.28 AC.

PARKING BREAKDOWN

TOTAL PARKING REQUIRED	224 SP.
RESIDENT PARKING REQUIRED (2 SP/D.U.)	180 SP.
GUEST PARKING REQUIRED (0.25 SP/D.U.)	23 SP.
SWIMMING POOL PARKING REQUIRED (1 SP/50 S.F.)	21 SP.
TOTAL PARKING PROVIDED	394 SP.
GARAGE SPACES (2 SP/D.U.)	180 SP.
DRIVEWAY SPACES (2 SP/D.U.)	180 SP.
ADDITIONAL SPACES	34 SP.
HANDICAP REQUIRED	7 SP.
HANDICAP PROVIDED	7 SP.

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF BINKS FOREST TOWNHOME PARCEL, RESIDENTIAL ELEMENT

A PARCEL OF LAND BEING A PART OF PARCEL "J", BINKS FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BOUNDARY CORNER OF SAID PARCEL "J", SAID BOUNDARY CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE SOUTH 01°19'32" WEST, ALONG THE BOUNDARY COMMON WITH SAID PARCEL "J" AND SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; A DISTANCE OF 520.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL SHOWN ON SAID PLAT AS "NOT A PART OF THIS PLAT"; THENCE SOUTH 84°06'14" EAST, DEPARTING SAID BOUNDARY LINE A DISTANCE OF 65.54 FEET; THENCE NORTH 83°32'27" EAST, A DISTANCE OF 517.25 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL "J", SAID POINT BEING A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1410.00 FEET AND WHOSE RADII POINTS BEARS NORTH 75°08'11" EAST; THENCE NORTHERLY ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BINKS FOREST DRIVE, AS SHOWN ON SAID PLAT, THROUGH A CENTRAL ANGLE OF 22°46'13", A DISTANCE OF 560.36 FEET TO THE END OF SAID CURVE; THENCE NORTH 88°58'25" WEST, DEPARTING SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY LINE OF SAID PARCEL "J", A DISTANCE OF 1122.73 FEET; THENCE SOUTH 01°19'32" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 665,160 SQUARE FEET OF 15.27 ACRES MORE OR LESS.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND (AKA PARCEL "Y"):

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL OF LAND; THENCE SOUTH 88°58'25" EAST, A DISTANCE OF 248.82 FEET; THENCE SOUTH 01°01'33" WEST, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING OF PARCEL "Y"; THENCE SOUTH 88°58'25" EAST, A DISTANCE OF 149.96 FEET; THENCE SOUTH 02°26'24" EAST, A DISTANCE OF 28.31 FEET; THENCE SOUTH 44°30'18" WEST, A DISTANCE OF 37.63 FEET; THENCE SOUTH 78°16'16" WEST, A DISTANCE OF 18.47 FEET; THENCE NORTH 12°36'54" WEST, A DISTANCE OF 19.92 FEET; THENCE SOUTH 43°02'47" WEST, A DISTANCE OF 39.94 FEET; THENCE SOUTH 57°29'01" WEST, A DISTANCE OF 21.55 FEET; THENCE NORTH 01°19'32" EAST, A DISTANCE OF 109.17 FEET TO THE POINT OF BEGINNING.

CONTAINING: 44,450 S.F. - 0.26 ACRES

PROPERTY DEVELOPMENT REGULATIONS

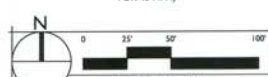
	HOUSING TYPE OR POD	MIN. LOT DIMENSIONS			DENSITY*		MAX. FAR	MAX. BLDG. COVER	MIN. BLDG. SETBACKS			
		SIZE	WIDTH	DEPTH	MIN.	MAX.			FRONT	SIDE	STREET	REAR
REQUIRED	TOWN-HOUSES (AS PER ARTICLE 6.4.4.1.10)	1,600 S.F.	16'	-	5.01	8.0	-	35%	25'	15'	25'	25'
PROPOSED		15.27 AC.	29'	63'	5.89	35	22.2%	91'	21.25'	-	38'	

NOTES:

- * ALLOWABLE DENSITY IS DETERMINED BY THE SUBJECT PROPERTY'S FUTURE LAND USE DESIGNATION OF RESIDENTIAL E.
- BUILDING SETBACKS SHALL BE MEASURED FROM THE PROPERTY LINES.
- THIS SITE IS A MULTI-FAMILY POD OF A RESIDENTIAL PUD AS INDICATED ON THE LANDINGS AT WELLINGTON PUD MASTER PLAN.
- TOWNHOUSES ARE PERMITTED WITHIN A MULTI-FAMILY POD.
- AS PER THE VILLAGE OF WELLINGTON LAND DEVELOPMENT REGULATIONS, TOWNHOUSES SHALL BE SUBJECT TO THE STANDARDS SPECIFIED IN SEC. 6.4.4.1.10.
- COMMON AREAS OF THE PROPERTY WILL BE OWNED BY AN ESTABLISHED HOMEOWNERS ASSOCIATION.

DRC CONDITIONS OF APPROVAL

SEE SHEET 3 OF 3 FOR CONDITIONS



LOCATION MAP



SITE PLAN

ZONING STAMP

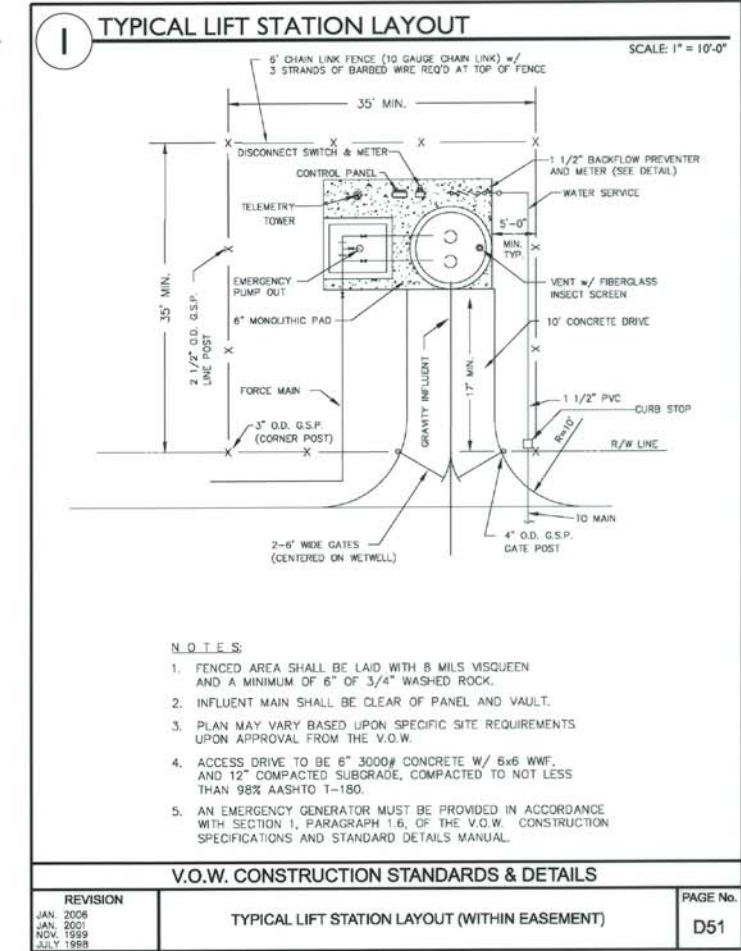
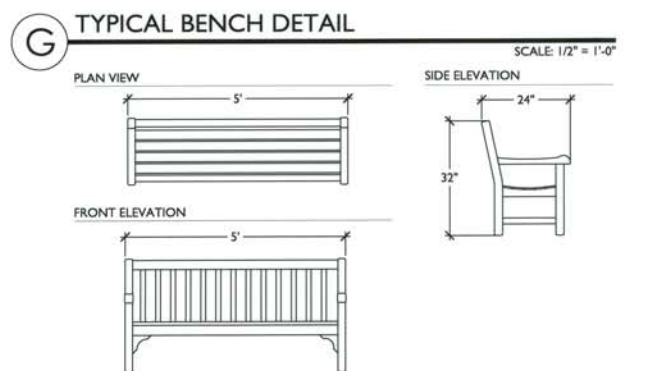
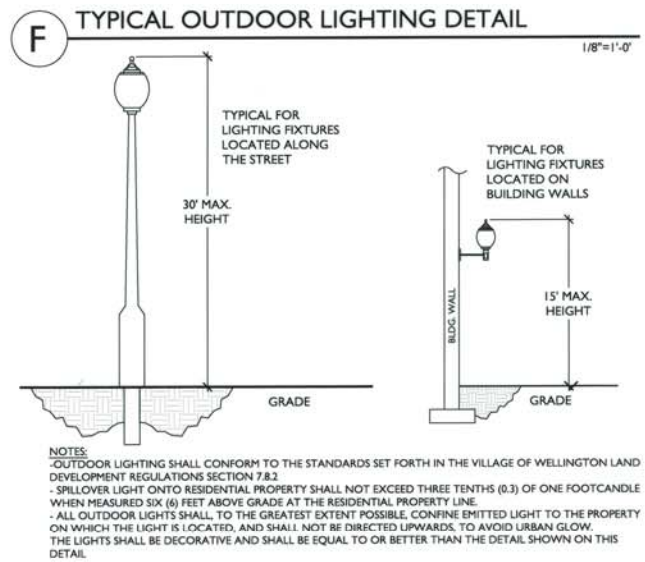
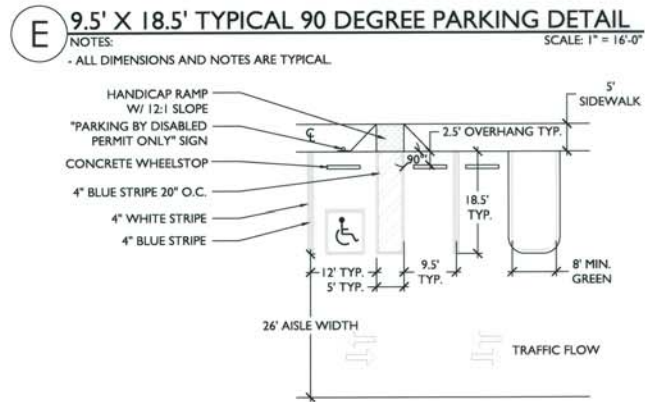
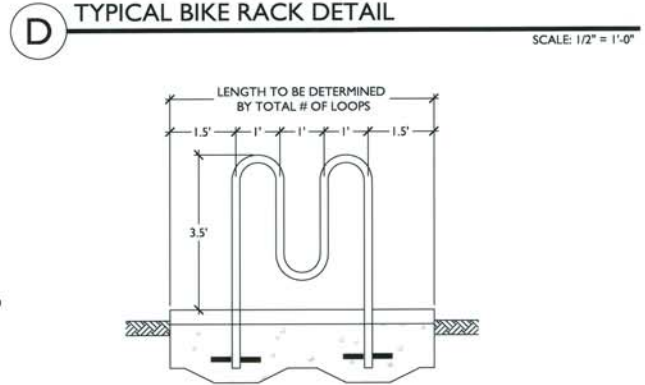
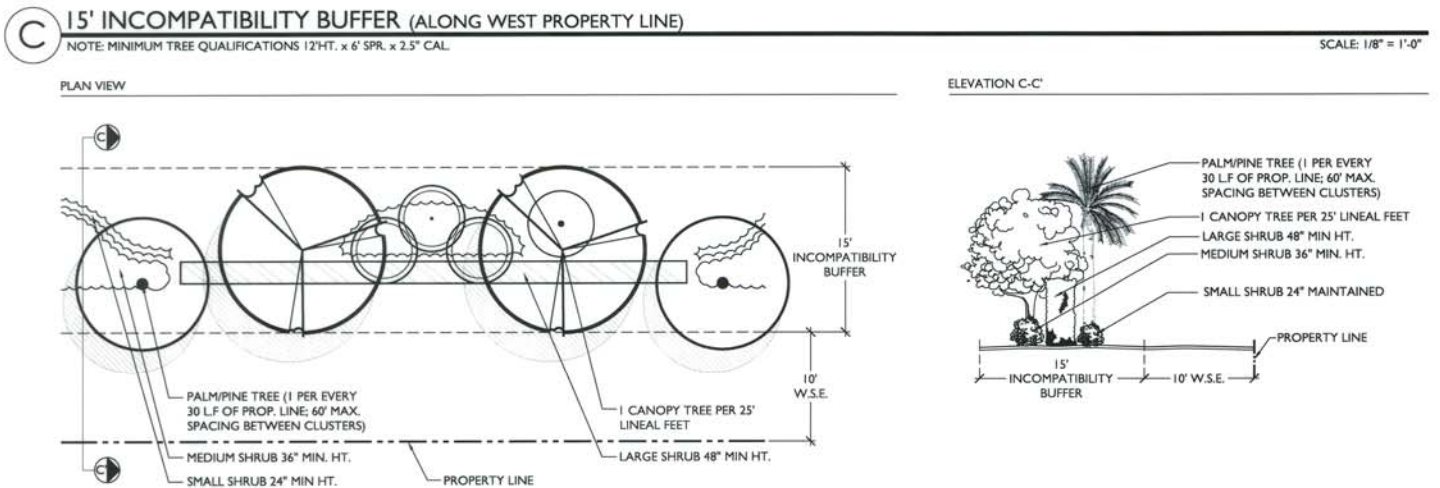
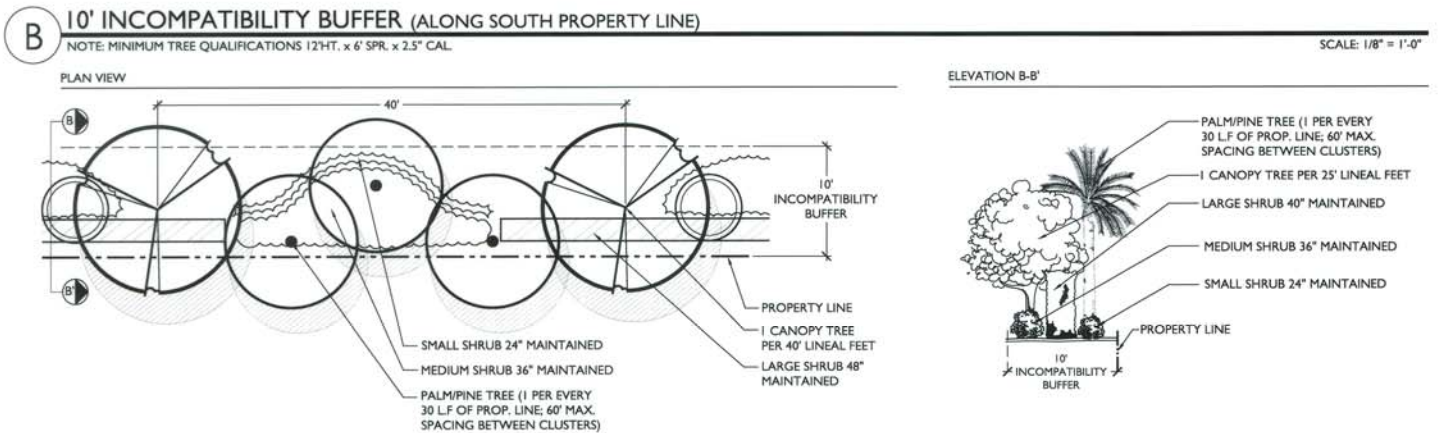
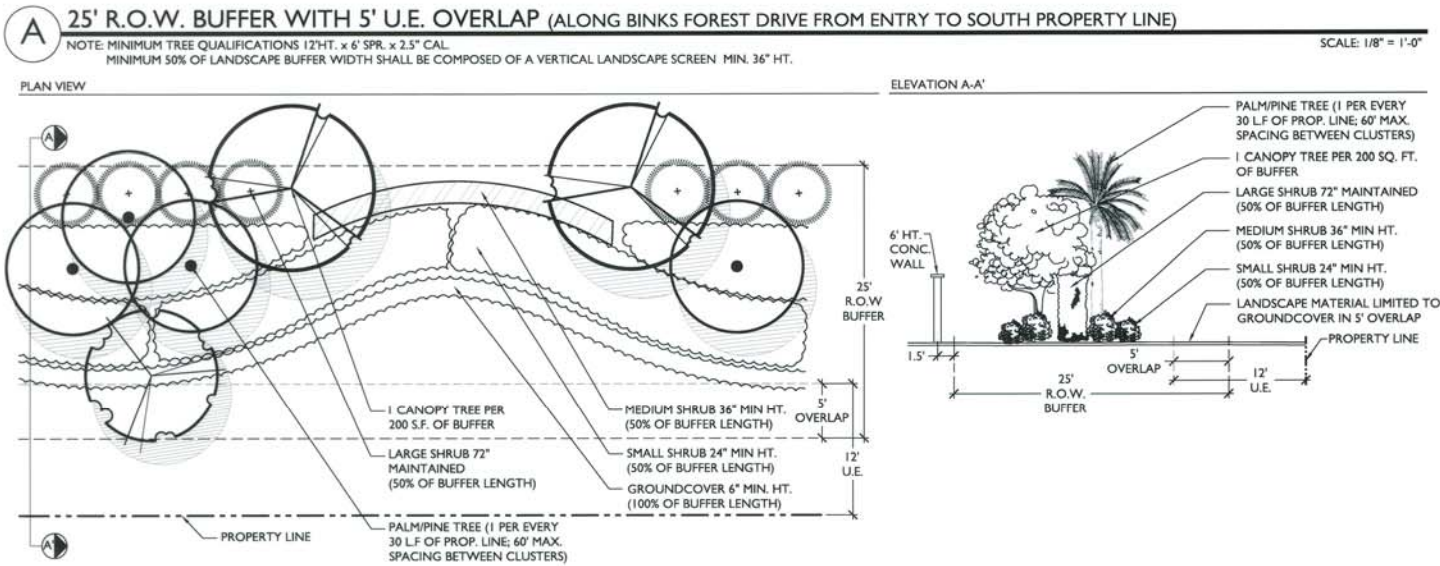
1997-10 SP2
FINAL PLAN
CERTIFIED AT
11/12/00 DRC.

PETITION NO. 1997-10 SP2
APPROVED DATE: 11/12/00
P&Z PROJECT MANAGER: [Signature]
195

SITE PLAN/
MASTER SIGN PLAN

SCALE: 1"=50'-0"
DRAWN BY: RHD/BRD
DRAWING #: 2009-01-28_SP_13701.dwg
FILE #: 13701
DATE: 03/19/2007

L.D.S. PROJECT SCHEDULE	
DATE	APPROVAL
12-20-06	INITIAL SUBMITTAL
01-09-07	REVISION
03-19-07	FINAL APPROVAL



ZONING STAMP



REGULATING PLAN

SCALE: SEE DETAILS

DRAWN BY: RHD/BRD

DRAWING #: 2009-01-28_SP_1370.1.dwg

FILE #: 1370.1

DATE: 03/19/2007

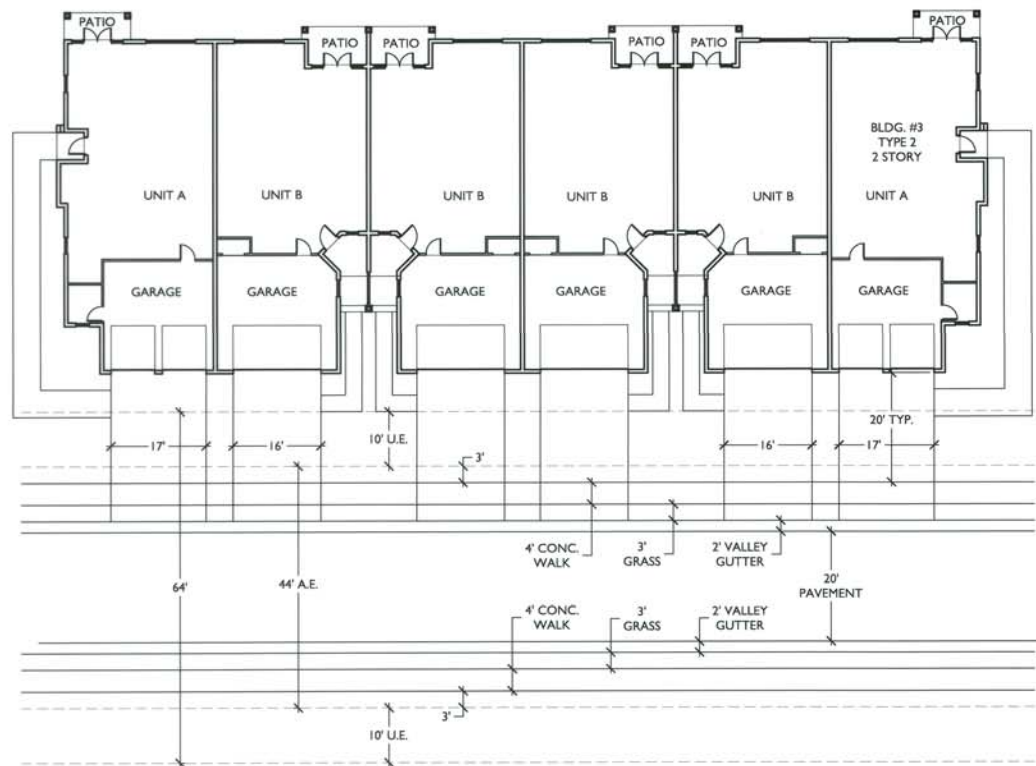
L.D.S. PROJECT SCHEDULE

DATE	APPROVAL	NOTES
03-20-07		FINAL SUBMITTAL
09-04-08		RESUBMISSION
10-14-08		RESUBMISSION

SHEET # 2 OF 3

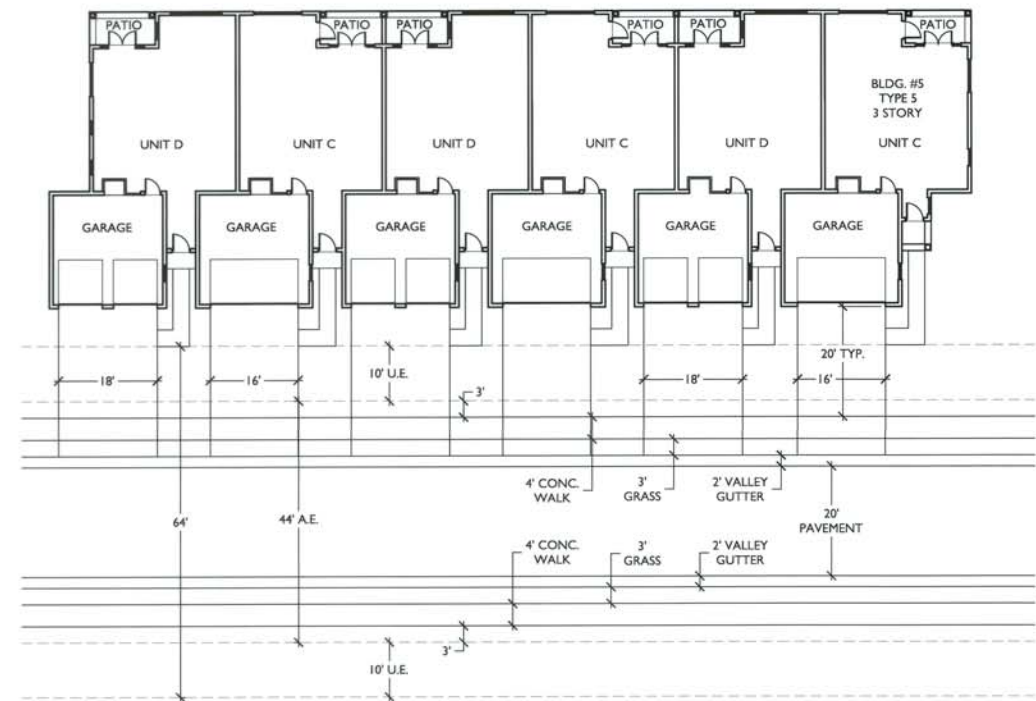
J TYPICAL 2-STORY BUILDING DETAIL

SCALE: 1" = 16'-0"



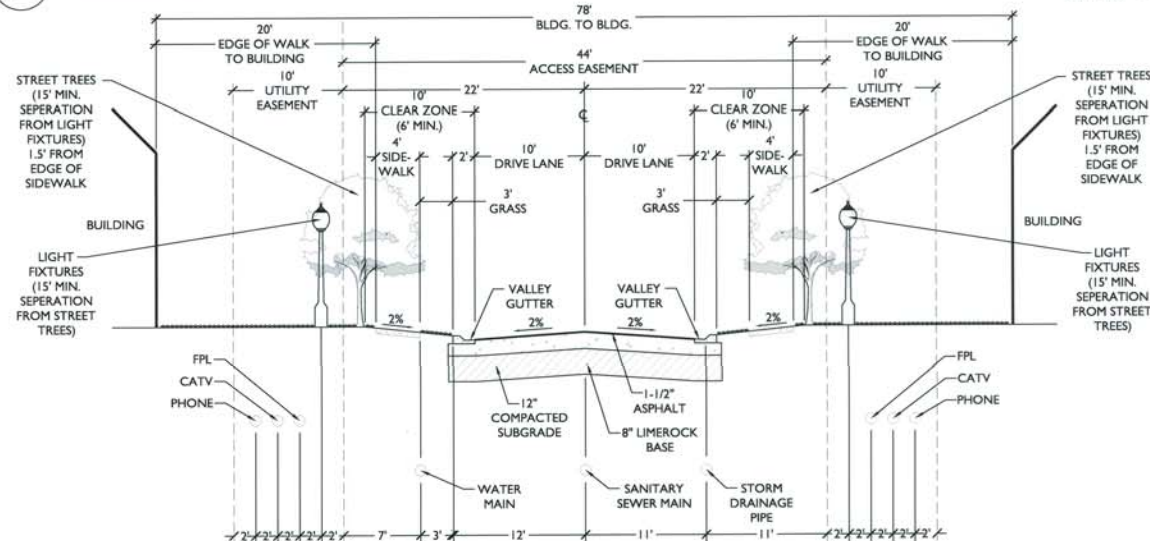
K TYPICAL 3-STORY BUILDING DETAIL

SCALE: 1" = 16'-0"



L TYPICAL 44' RESIDENTIAL ACCESS STREET CROSS SECTION

SCALE: 1/8" = 1'-0"



DRC CONDITIONS OF APPROVAL

- TRAFFIC CONDITIONS**
- THE PROPERTY OWNER SHALL CONSTRUCT:
 - ON BINKS FOREST DRIVE AT THIS PROJECT'S ENTRANCE, A LEFT TURN LANE SOUTH APPROACH AND A RIGHT TURN LANE NORTH APPROACH.
 - MODIFICATIONS TO EXISTING NORTH APPROACH MEDIAN.
 - ADVANCE SIGNAGE OF INTERSECTION IN NORTHBOUND DIRECTION.
 - MODIFICATIONS TO GUARD RAIL.
 - THIS CONSTRUCTION SHALL BE CONCURRENT WITH THE PAVING AND DRAINAGE IMPROVEMENT FOR THE SITE. THE PETITIONER SHALL PAY ANY AND ALL COSTS ASSOCIATED WITH THE CONSTRUCTION. THESE COSTS SHALL INCLUDE, BUT ARE NOT LIMITED TO, UTILITY RELOCATIONS AND ACQUISITION OF ANY ADDITIONAL REQUIRED RIGHT-OF-WAY.
 - ALL PERMITS SHALL BE OBTAINED PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT.
 - CONSTRUCTION SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY.
- APPLICANT SHALL PROVIDE A REVIEW AND ANALYSIS OF CRASH DATA FOR THE PROJECT DRIVEWAY'S INTERSECTION WITH BINKS FOREST DRIVE. AT THE REQUEST OF THE VILLAGE ENGINEER, ON AN ANNUAL BASIS FOR UP TO 24 MONTHS AFTER THE FINAL CERTIFICATE OF OCCUPANCY. IF MODIFICATIONS TO THE INTERSECTION ARE WARRANTED AS DETERMINED BY THE VILLAGE ENGINEER, IMPROVEMENT SHALL BE MADE BY THE APPLICANT.
- IN ORDER TO COMPLY WITH THE TRAFFIC PERFORMANCE STANDARDS, THE PROPERTY OWNER SHALL BE RESTRICTED TO THE FOLLOWING PHASING SCHEDULE. NO BUILDING PERMITS FOR THE SITE MAY BE ISSUED AFTER DECEMBER 31, 2010. A TIME EXTENSION FOR THIS CONDITION MAY BE APPROVED BY THE VILLAGE ENGINEER BASED UPON AN APPROVED TRAFFIC STUDY WHICH COMPLIES WITH TRAFFIC PERFORMANCE STANDARDS IN PLACE AT THE TIME OF THE REQUEST.
- THE PROPERTY OWNER SHALL POST A NOTICE OF ANNUAL BOUNDARY SCHOOL ASSIGNMENTS FOR STUDENTS FROM THIS DEVELOPMENT. A SIGN 11" X 17" SHALL BE POSTED IN A CLEAR AND VISIBLE LOCATION IN ALL SALES OFFICES AND MODELS WITH THE FOLLOWING:

5. THIS SITE PLAN IS CERTIFIED PURSUANT TO THE PROVISIONS OF SECTION 5.6 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS (LDR). CERTIFICATION CONFIRMS ONLY THAT THE SITE PLAN MEETS THE REQUIREMENTS OF SECTION 5.6 AND AUTHORIZES ONLY THE PARTICULAR SITE CONFIGURATION, LAYOUT AND LEVEL OF IMPACTS. THE CERTIFICATION OF THIS SITE PLAN DOES NOT INDICATE THAT THE PROJECT HAS MET THE REQUIREMENTS OF SECTION 8 OF THE LDR OR OTHER ENGINEERING STANDARDS AND SPECIFICATIONS. APPROVAL FROM THE VILLAGE ENGINEER, PURSUANT TO THE REQUIREMENTS OF SECTION 8 SHALL BE REQUIRED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS. MODIFICATIONS REQUIRED BY THE VILLAGE ENGINEER PURSUANT TO SECTION 8 MAY NECESSITATE MODIFICATIONS TO THIS SITE PLAN. (ENGINEERING)
- "NOTICE TO PARENTS OF SCHOOL AGE CHILDREN"
 - SCHOOL AGE CHILDREN MAY NOT BE ASSIGNED TO THE PUBLIC SCHOOL CLOSEST TO THEIR RESIDENCES. SCHOOL BOARD POLICIES REGARDING LEVELS OF SERVICE OR OTHER BOUNDARY POLICY DECISIONS AFFECT SCHOOL BOUNDARIES. PLEASE CONTACT THE PALM BEACH COUNTY SCHOOL DISTRICT BOUNDARY OFFICE AT (561) 434-8100 FOR THE MOST CURRENT SCHOOL ASSIGNMENT(S). (ONGOING - SCHOOL BOARD)
 - PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY (CO), THE SCHOOL BUS SHELTER SHALL BE CONSTRUCTED BY THE PETITIONER IN A LOCATION AND MANNER ACCEPTABLE TO THE PALM BEACH COUNTY SCHOOL BOARD. PROVISIONS FOR THE BUS SHELTER SHALL INCLUDE, AT A MINIMUM, A COVERED AREA, CONTINUOUS PAVED PEDESTRIAN AND BICYCLE ACCESS FROM THE SUBJECT PROPERTY OR USE, TO THE SHELTER. MAINTENANCE OF THE BUS SHELTER(S) SHALL BE THE RESPONSIBILITY OF THE RESIDENTIAL PROPERTY OWNER. (CO: MONITORING - SCHOOL BOARD.)

BINKS FOREST GOLF CLUB RESIDENCES
 PREPARED FOR
AQUILA BINKS FOREST DEVELOPMENT, LLC
 VILLAGE OF WELLINGTON, FLORIDA

"ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE LANDSCAPE ARCHITECT AND MUST BE RETURNED UPON REQUEST. REPRODUCTION OF DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS IN PART OR IN WHOLE IS FORBIDDEN WITHOUT THE LANDSCAPE ARCHITECTS WRITTEN PERMISSION."

ZONING STAMP

FINAL PLAN
CERTIFIED AT
11/12/08 DRC.

PETITION NO: 1999-10SP2
 APPROVED DATE: 11/12/08
 P&Z PROJECT MANAGER: mfp

383

REGULATING PLAN

SCALE:	SEE DETAILS
DRAWN BY:	RHD/BRD
DRAWING #:	2009-01-28_SP_1370.1.dwg
FILE #:	1370.1
DATE:	03/19/2007

L.D.S. PROJECT SCHEDULE		
DATE	APPROVAL	NOTES
12-20-07		INITIAL SUBMITTAL
02-04-08		REVISION
03-14-08		REVISION