

This instrument prepared by  
and after recording return to:  
Gregory D. Lee, Esq.  
Baker & Hostetler LLP  
200 S. Orange Avenue  
Suite 2300  
Orlando, Florida 32801

Parcel ID Number: 11-24-29-7268-00-130

**SECOND AMENDMENT TO  
RIGHT-OF-WAY  
AGREEMENT**

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**PRIME LOGISTICS CENTER**

**TAFT-VINELAND ROAD**

This Second Amendment to the Right-of-Way Agreement (the “**Second Amendment**”), effective as of the latter date of execution (“**Effective Date**”), is made and entered into by and between BSREP III PRIME LOGISTICS CENTER, LLC, a Delaware limited liability company, whose address is c/o Brookfield Property Group, 1180 Peachtree Street, NE, Suite 1575, Atlanta, Georgia 30309, Attention: Gautam Huded, Senior Vice President (“**BSREP**” or “**Owner**”) and ORANGE COUNTY, a charter county and political subdivision of the state of Florida (“**County**”), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

**WITNESSETH:**

WHEREAS, Owner is the owner of fee simple title to certain real property, as shown in the project location map identified as **Exhibit “A”**, and as more particularly described on

**“Exhibit B”** (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the **“Property”**); and

WHEREAS, Owner and County entered into that Right of Way Agreement approved by the Orange County Board of County Commissioners (**“BCC”**) on August 8, 2023 and recorded on August 16, 2023 in Official Records as Document Number 20230465723, in the Public Records of Orange County, Florida (the **“Agreement”**); and

WHEREAS, Owner and County entered into that certain First Amendment to Right-of-Way Agreement approved by the Orange County BCC on April 9, 2024 and recorded on April 23, 2024 as Instrument Number 20240233655 of the Public Records of Orange County, Florida (the **“Original First Amendment”**); and

WHEREAS, Owner and County entered into that certain Corrective First Amendment to Right-of-Way Agreement approved by the Orange County BCC on April 9, 2024 and recorded on April 26, 2024 as Instrument Number 20240239334 of the Public Records of Orange County, Florida (the **“Corrective First Amendment”** and together with the Original First Amendment, hereinafter collectively referred to as the **“First Amendment”**); and

WHEREAS, the First Amendment amended certain terms and provisions within the Agreement; and

WHEREAS, Owner desires, and County has agreed, to further amend certain terms and provisions of the Agreement and First Amendment to extend the deadline for Owner to convey land to County, as set forth below; and

WHEREAS, in all other respects, the original terms of the Agreement and First Amendment shall remain unchanged and in full force and effect.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County (the “Parties”) agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Conveyance of Land to County by Owner.**

Subsection 2(a) of the Agreement is hereby deleted and replaced with the following:

(a) **Conveyed Lands.** Within one hundred twenty (120) days after the Effective Date of this Second Amendment (the “**Conveyance Date**”), Owner shall convey to County marketable fee title to those lands described in the legal description and sketch of description attached hereto as **Exhibit “C”** and incorporated by this reference (the “**Conveyed Lands**”). In the event the conveyance does not occur on or before the Conveyance Date, the Manager of the Real Estate Management Division, or a designee, may grant up to one (1) additional extension of 120 days each, for the conveyance to take place.

**Section 3. Notice.** Any notice delivered with respect to this Second Amendment or the Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party’s name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

Second Amendment to Right of Way Agreement, PRIME LOGISTICS CENTER  
BSREP III Prime Logistics Center LLC for Taft-Vineland Road, 2024

As to Owner:                   BSREP III PRIME LOGISTICS CENTER LLC  
  c/o Brookfield Property Group  
  1180 Peachtree Street, NE  
  Suite 1575  
  Atlanta, Georgia 30309  
  Attention: Gautam Huded, Senior Vice President

With a copy to:               Baker & Hostetler LLP  
  200 South Orange Avenue  
  Suite 2300  
  Orlando, Florida 32801  
  Attention: Gregory D. Lee, Esq.

As to County:                 Orange County Administrator  
  P.O. Box 1393  
  Orlando, Florida 32802-1393

With a copy to:               Orange County  
  Planning, Environmental, and Development Services Department  
  Manager, Fiscal and Operational Support Division  
  201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
  Orlando, Florida 32801

Orange County  
Public Works Department  
Manager, Transportation Planning Division  
4200 South John Young Parkway, 2<sup>nd</sup> Floor  
Orlando, Florida 32839

Orange County  
Planning, Environmental, and Development Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

***Section 4. Covenants Running with the Land.*** This Second Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the Parties and of the heirs, legal representatives, successors, and assigns of Owner and any person, firm, corporation, or other entity that may become the successor in interest to the Property.

**Section 5. Recordation of Second Amendment.** An executed original of this Second Amendment shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

**Section 6. Applicable Law.** This Second Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 7. Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Second Amendment and in the Agreement.

**Section 8. Further Documentation.** The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

**Section 9. Limitation of Remedies.** County and Owner expressly agree that the consideration, in part, for each of them entering into this Second Amendment is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Second Amendment. Accordingly, the remedies available to each party shall be as stated in the Agreement.

**Section 10. Amendments.** No amendment, modification, or other change to this Second Amendment, the First Amendment, or the Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

**Section 11. Counterparts.** This Second Amendment may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Second Amendment to Right of Way Agreement, PRIME LOGISTICS CENTER  
BSREP III Prime Logistics Center LLC for Taft-Vineland Road, 2024

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly  
executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings,  
Orange County Mayor

Date: \_\_\_\_\_

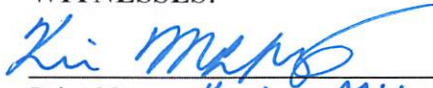
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

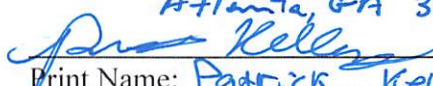
By: \_\_\_\_\_  
Deputy Clerk

Printed name: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF FULTON

WITNESSES:

  
Print Name: Kevin McLafferty  
Address: 1180 Peachtree St. NE  
Atlanta, GA 30309

  
Print Name: Patrick Kelley  
Address: 1180 Peachtree St NE,  
Atlanta, GA 30309

“OWNER”

BSREP III PRIME LOGISTICS CENTER  
LLC, a Delaware limited liability company

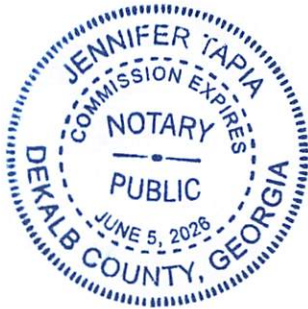
By: 

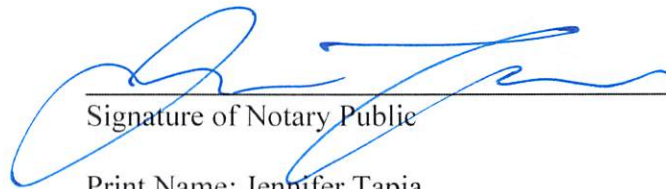
Print Name: Gautam Huded

Title: Senior Vice President

The foregoing instrument was acknowledged before me by means of physical presence, this 8th day of August, 2024, by Gautam Huded, as Senior Vice President of BSREP III PRIME LOGISTICS CENTER LLC, a Delaware limited liability company, on behalf of such limited liability company, who is personally known to me.

(Notary Stamp)



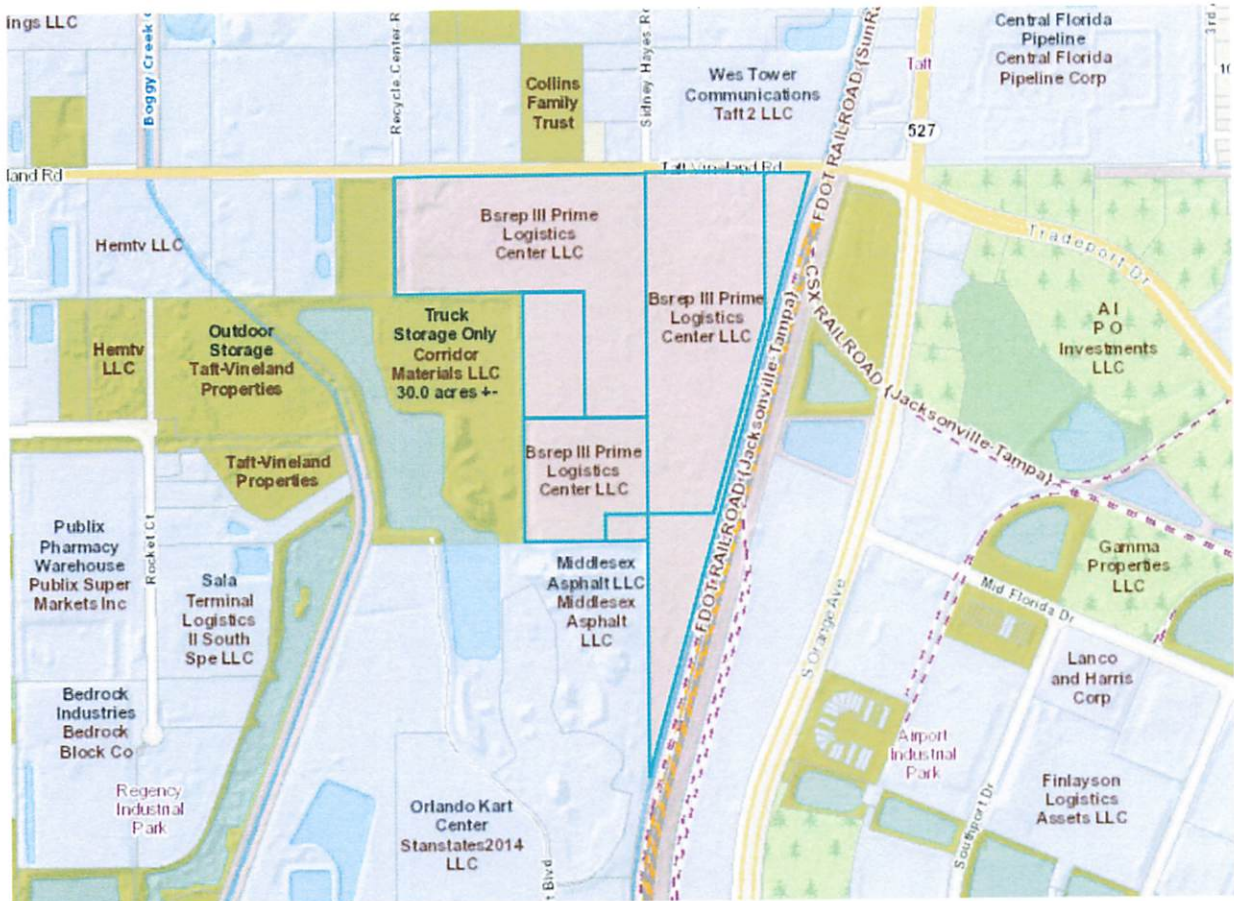
  
Signature of Notary Public  
Print Name: Jennifer Tapia

Notary Public, State of Georgia

Commission Expires: June 5, 2026

**Exhibit "A"**

**Project Location Map**





**Exhibit "B"**

**Legal Description**

Parcel ID Number: 11-24-29-7268-00-130

**West 1/2 of Lot 7 lying West of A.C.L. Railroad right of way; Lot 9 lying West of A.C.L. Railroad right of way; Farm No. 8 (Lot 8) lying West of A.C.L. Railroad right of way; and Lot 24 lying West of A.C.L. Railroad right of way; all of HUNTER LAND COMPANY SUBDIVISION in Section 12, Township 24 South, Range 29 East, according to the Plat thereof as recorded in Plat Book D, Page 139, of the Public Records of Orange County, Florida; LESS the right of way for Taft Vineland Road.**

**AND**

**Lots 13, 14, 15, 16, 17, 18, 47 and 48 of PROSPER COLONY in Section 11, Township 24 South, Range 29 East, as recorded in Plat Book F, Page 16 of the Public Records of Orange County, Florida. (Lots 47 and 48 are further described as all of lots and blocks of Sunny Mede Subdivision, Plat Book M, Page 52, Public Records of Orange County, Florida; LESS the right of way for Taft Vineland Road.**

**AND**

**TOGETHER WITH that certain right of way lying Easterly of Lots 16 and 17, Prosper Colony, Plat Book F, Page 16, of the Public Records of Orange County, Florida and Westerly of Lots 8 and 9 and part of Lot 24 of Hunter Land Company Subdivision in Section 12, Township 24 South, Range 29 East, Plat Book D, Page 139, of the Public Records of Orange County, Florida; together with that certain Vacated Road Right of Way in Sunny Mede Subdivision recorded in Plat Book M, Page 52, of the Public Records of Orange County, Florida; together with that certain right of way lying South of Lot 9 and North of Lot 24 of Hunter Land Company Subdivision in Section 12, Township 24 South, Range 29 East, Plat Book D, Page 139, of the Public Records of Orange County, Florida; together with that certain right of way lying South of Lots 17 and 18, Prosper Colony, Plat Book F, Page 16, Public Records of Orange County, Florida and north of Sunny Mede recorded in Plat Book M, Page 52, of the Public Records of Orange County, Florida, all being described and vacated in that certain resolution recorded in Official Records Book 3103, Page 1120, of the Public Records of Orange County, Florida.**

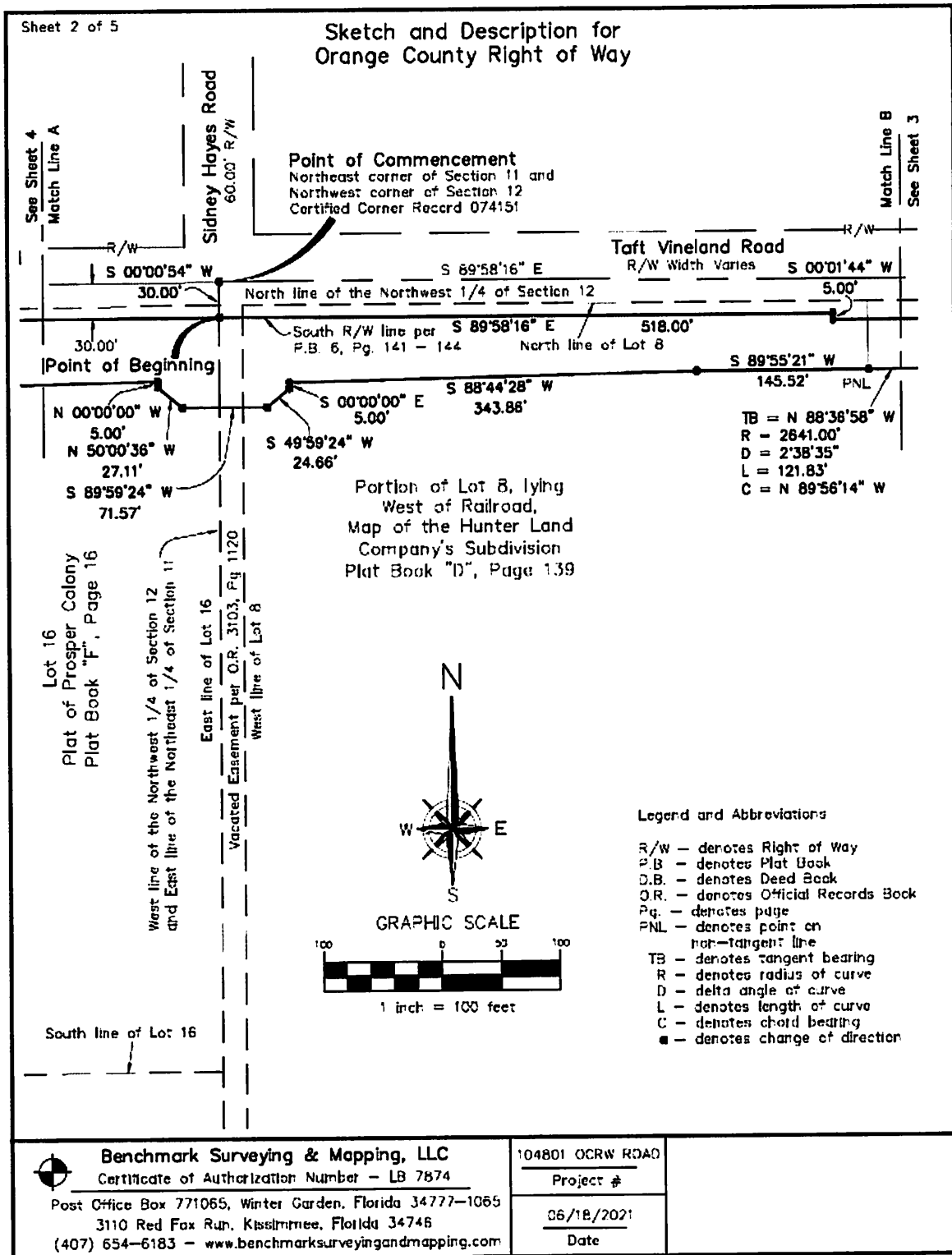
**Exhibit "C"**

**Legal Description and Sketch of Description  
 for Conveyed Lands**

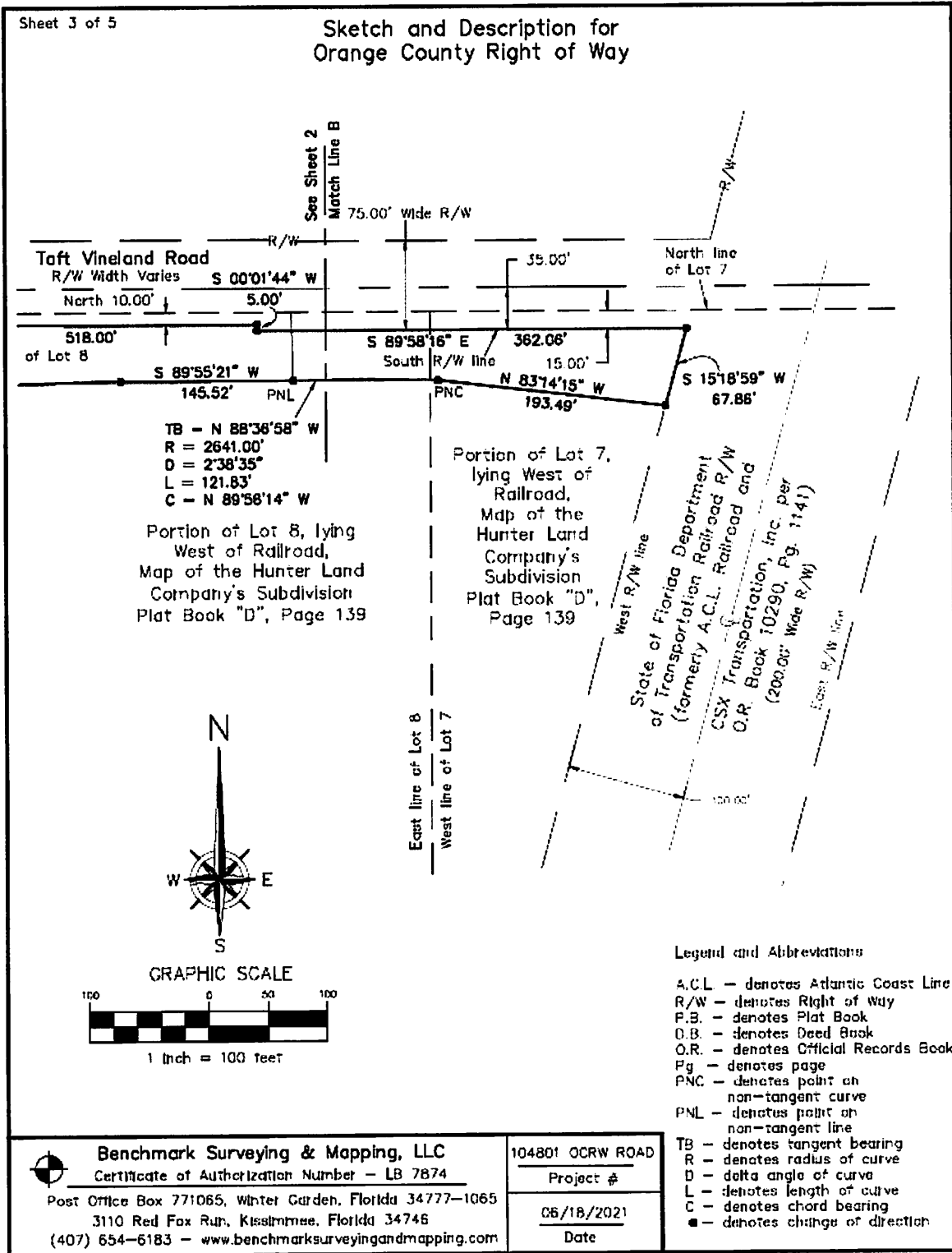
**Legal Description and Sketch of Description  
 for Conveyed Lands (page 1-9)**

Sheet 1 of 5	<b>Sketch and Description for                  Orange County Right of Way</b>								
A parcel of land being portions of Lots 13, 14, 15 and 16, of PROSPER COLONY in Section 11, Township 24 South, Range 29 East, as recorded in Plat Book F, Page 16 of the Public Records of Orange County, Florida and a portion of Lot 7 and 8, lying West of A.C.L. Railroad right of way and a portion of that certain vacated right of way lying West of Lot 8 of HUNTER LANG COMPANY SUBDIVISION in Section 12, Township 24 South, Range 29 East, according to the Plat thereof as recorded in Plat Book D, Page 139, of the Public Records of Orange County, Florida. Said parcel being more particularly described as follows:									
COMMENCE at the Northeast corner of Section 11, Township 24 South, Range 29 East, Orange County, Florida, thence South 00°00'54" West, along the East line of the Northeast 1/4 of said Section 11 and the West line of the Northwest 1/4 of said Section 12, a distance of 33.00 feet to the POINT OF BEGINNING, said point being on the South right of way line of Taft-Vineland Road, a variable width right of way per plat of TAFT-VINELAND ROAD according to Plat Book 6, Page 141 through 144, Public Records of Orange County, Florida; thence South 89°58'16" East, along the South right of way line of said Taft-Vineland Road, a distance of 518.00 feet; thence South 00°01'44" West, continuing along said South right of way line, a distance of 5.00 feet; thence South 89°58'16" East, along said South right of way line, a distance of 362.06 feet to the West right of way line of State of Florida Department of Transportation Railroad Right of Way (formerly A.C.L. Railroad), according to that certain Deed recorded in Official Records Book 10290, Page 1141, Public Records of Orange County, Florida; thence South 15°16'59" West, along said West railroad right of way, a distance of 67.86 feet; thence, departing said West railroad right of way line, North 83°14'15" West a distance of 193.49 feet to a point on a non-tangent curve concave to the south, having a radius of 2641.00 feet and a delta angle of 02°38'35"; thence, from a tangent bearing of North 88°36'58" West, 1.7h West, along the arc of said curve, a distance of 121.83 feet to a point on a non-tangent line; thence South 89°55'21" West a distance of 145.52 feet; thence South 88°44'28" West a distance of 343.86 feet; thence South 00°00'00" East a distance of 5.00 feet; thence South 49°59'24" West a distance of 24.66 feet; thence South 59°59'24" West a distance of 71.57 feet; thence North 50°00'36" West a distance of 27.11 feet; thence North 00°00'00" West a distance of 5.00 feet; thence South 88°44'28" West a distance of 674.80 feet to a point of curvature of curve concave to the north, having a radius of 5781.58 feet and a delta angle of 04°45'15"; thence, West along the arc of said curve, a distance of 479.73 feet to a point of reverse curvature, having a radius of 5677.58 feet and a delta angle of 00°49'14"; thence, run West along the arc of said curve, a distance of 81.31 feet to a point on a radial line, thence South 02°40'28" West, along said radial line, a distance of 2.00 feet to a point on a radial curve, concave to the south, having a radius of 5675.58 feet and a delta angle of 00°40'12"; thence, run West along the arc of said curve, a distance of 66.37 feet to a point on the West line of said Lot 13; thence North 00°00'40" West, along the West line of said Lot 13, a distance of 48.31 feet to the South right of way line of said Taft-Vineland Road; thence North 89°46'25" East, along the South right of way line of said Taft-Vineland Road, a distance of 1304.14 feet to the POINT OF BEGINNING.									
Contains 2.843 acres, more or less.									
<b>Notes</b>									
1. THIS IS NOT A BOUNDARY SURVEY. The purpose of this sketch and description is to depict and describe additional right of way for Taft-Vineland Road. The configuration and geometry of the lands described herein are based on Orange County Right of Way Map for Taft-Vineland Road prepared by Bowyer-Singleton & Associates, Inc., Right of Way Map C.I.P. No. 3037, approved date of October 3, 2012 and a revised date of July 15, 2016.									
2. This sketch and description was prepared with the benefit of a Property Information Report prepared by First American Title Insurance Company, under file number NCS-987747-ORL, dated November 4, 2019.									
3. Bearings shown herein are based on the North line of the Northeast 1/4 of Section 11, Township 24 South, Range 29 East being assumed as South 89°46'25" East.									
4. This sketch meets the Standard of Practice set forth in Florida Administrative Code Rule 59-17, pursuant to Florida Statute Chapter 472.									
Revision: October 15, 2022 - change in R/W at entrance Revision: August 16, 2021 - per County review comments Revision: August 6, 2021 - per County review comments									
<b>Benchmark Surveying &amp; Mapping, LLC</b> Certificate of Authorization Number - LB 7874 Post Office Box 771065, Winter Garden, Florida 34777-1065 3110 Red Fox Run, Kissimmee, Florida 34746 (407) 654-6183 - www.benchmarksurveyingandmapping.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">104801 OCRW ROAD</td> <td style="width: 70%;">Prepared For: Taft-Vineland Land Company, LLC</td> </tr> <tr> <td>Project #</td> <td>Digitally signed by <b>Billy Joe Jenkins</b></td> </tr> <tr> <td>06/18/2021</td> <td>Date: 2023/06/03 205</td> </tr> <tr> <td>Date</td> <td>Sur 075623-0500.ppt</td> </tr> </table>	104801 OCRW ROAD	Prepared For: Taft-Vineland Land Company, LLC	Project #	Digitally signed by <b>Billy Joe Jenkins</b>	06/18/2021	Date: 2023/06/03 205	Date	Sur 075623-0500.ppt
104801 OCRW ROAD	Prepared For: Taft-Vineland Land Company, LLC								
Project #	Digitally signed by <b>Billy Joe Jenkins</b>								
06/18/2021	Date: 2023/06/03 205								
Date	Sur 075623-0500.ppt								

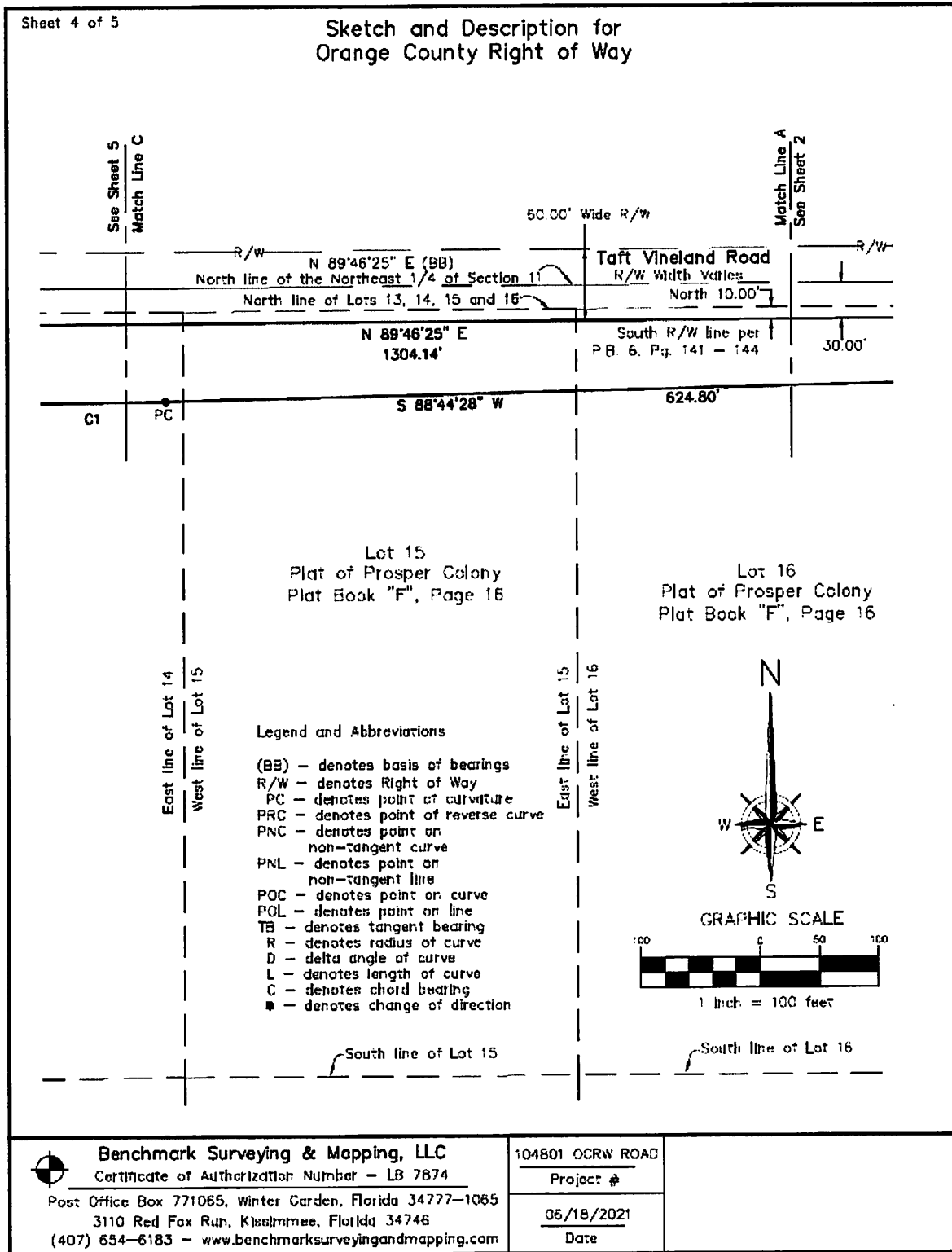
Second Amendment to Right of Way Agreement, PRIME LOGISTICS CENTER  
 BSREP III Prime Logistics Center LLC for Taft-Vineland Road, 2024




Second Amendment to Right of Way Agreement, PRIME LOGISTICS CENTER  
 BSREP III Prime Logistics Center LLC for Taft-Vineland Road, 2024



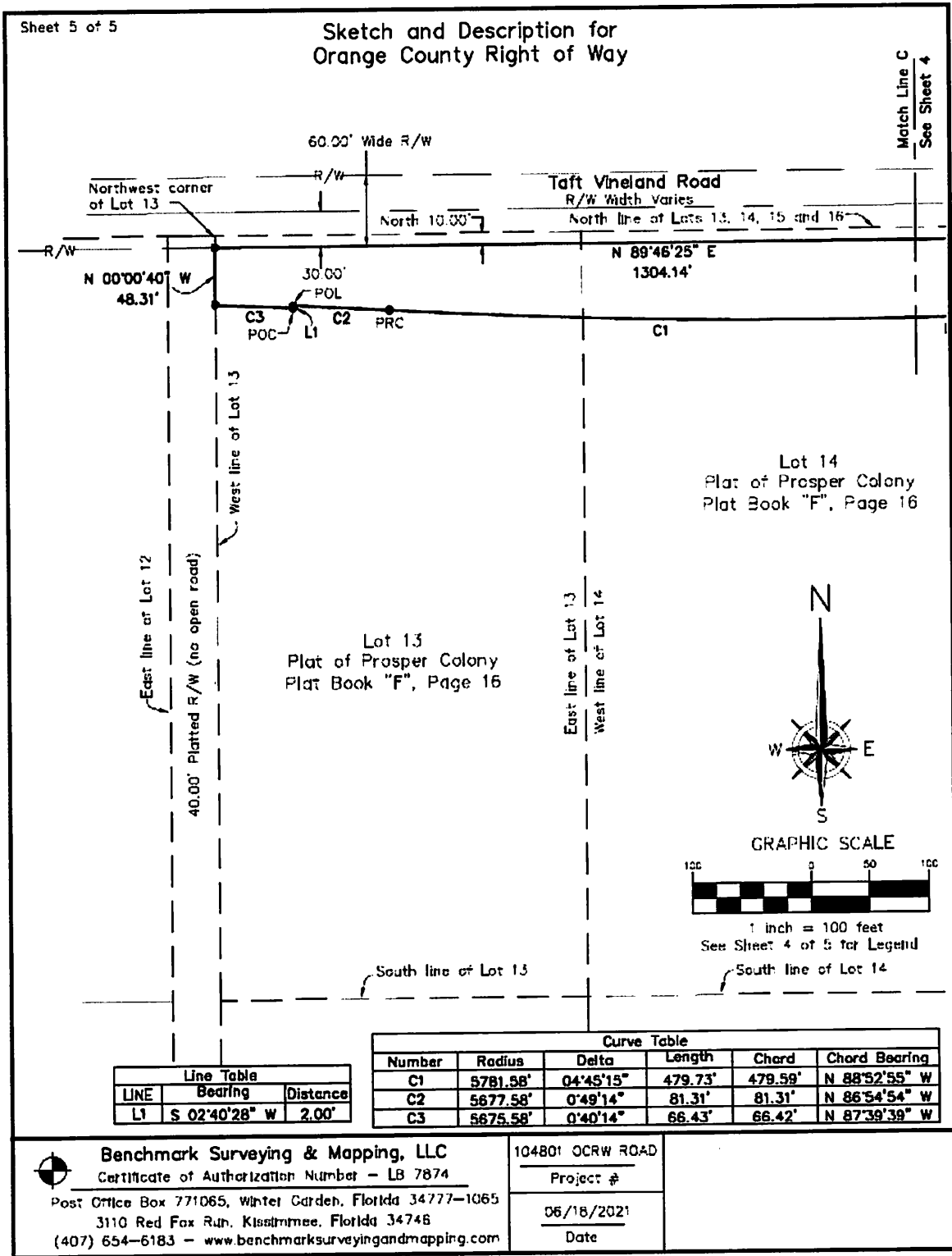
Second Amendment to Right of Way Agreement, PRIME LOGISTICS CENTER  
 BSREP III Prime Logistics Center LLC for Taft-Vineland Road, 2024



 **Benchmark Surveying & Mapping, LLC**  
 Certificate of Authorization Number - LB 7874  
 Post Office Box 771065, Winter Garden, Florida 34777-1065  
 3110 Red Fox Run, Kissimmee, Florida 34746  
 (407) 654-6183 - www.benchmarksurveyingandmapping.com

104801 OCRW ROAD  
 Project #  
 06/18/2021  
 Date

Second Amendment to Right of Way Agreement, PRIME LOGISTICS CENTER  
 BSREP III Prime Logistics Center LLC for Taft-Vineland Road, 2024



Second Amendment to Right of Way Agreement, PRIME LOGISTICS CENTER  
 BSREP III Prime Logistics Center LLC for Taft-Vineland Road, 2024

Sheet 1 of 4

Sketch and Description for  
 Orange County Pond Area

A parcel of land being portions of Lots 13 and 14 of PROSPER COLONY in Section 11, Township 24 South, Range 29 East, as recorded in Plat Book F, Page 16 of the Public Records of Orange County, Florida. Said parcel being more particularly described as follows:



COMMENCE at the Northeast corner of Section 11, Township 24 South, Range 29 East, also being the Northwest corner of Section 12, Township 24 South, Range 29 East, Orange County, Florida; thence South 00°00'54" West, along the East line of the Northeast 1/4 of said Section 11 and the West line of the Northwest 1/4 of said Section 12, a distance of 30.00 feet to the South right of way line of Taft Vineland Road, a variable width right of way per plat of TAFT-VINELAND ROAD according to Plat Book 6, Page 141 through 144, Public Records of Orange County, Florida; thence South 89°46'25" West, along the South right of way line of said Taft Vineland Road, a distance of 1304.14 feet to a point on the West line of said Lot 13; thence South 00°00'40" East, along the West line of said Lot 13, a distance of 48.31 feet to the POINT OF BEGINNING; thence continue South 00°00'40" East, along the West line of said Lot 13, a distance of 584.90 feet to the Southwest corner of said Lot 13; thence North 89°47'24" East, along the South line of said Lots 13 and 14, a distance of 379.98 feet; thence North 00°00'00" East a distance of 568.92 feet to a point on a non-tangent curve concave to the North, having a radius of 5781.58 feet and a delta angle of 02°18'20"; thence, from a tangent bearing of North 88°46'47" West, run West along the arc of said curve, a distance of 232.65 feet to a point of reverse curvature, having a radius of 5677.58 feet and a delta angle of 00°49'14"; thence, run West along the arc of said curve, a distance of 81.31 feet to a point on a radial line; thence South 02°40'28" West, along said radial line, a distance of 2.00 feet to a point on a radial curve, concave to the south, having a radius of 5675.58 feet and a delta angle of 00°40'14"; thence, run West along the arc of said curve, a distance of 86.43 feet to a point on the West line of said Lot 13 and POINT OF BEGINNING.

Contains 5.032 acres, more or less.

Notes

1. THIS IS NOT A BOUNDARY SURVEY. The purpose of this sketch and description is to depict and describe additional right of way for Taft Vineland Road. The configuration and geometry of the lands described herein are based on Orange County Right of Way Map for Taft-Vineland Road prepared by Bowyer-Singleton & Associates, Inc., Right of Way Map C.I.P. No. 3037, approved date of October 3, 2012 and a revised date of July 15, 2016.
2. This sketch and description was prepared with the benefit of a Property Information Report prepared by First American Title Insurance Company, under file number NCS-987747-ORL, dated November 4, 2019.
3. Bearings shown herein are based on the North line of the Northeast 1/4 of Section 11, Township 24 South, Range 29 East being assumed as South 89°46'25" East.
4. This sketch meets the Standard of Practice set forth in Florida Administrative Code Rule 50-17, pursuant to Florida Statute Chapter 472.

Revision: February 28, 2023 - per County review comments  
 Revision: August 16, 2021 - per County review comments  
 Revision: August 6, 2021 - per County review comments

 <b>Benchmark Surveying &amp; Mapping, LLC</b> Certificate of Authorization Number - LB 7874 Post Office Box 771065, Winter Garden, Florida 34777-1065 3110 Red Fox Run, Kissimmee, Florida 34746 (407) 654-6183 - www.benchmarksurveyingandmapping.com	104801 OCRW POND Project #	Prepared For: Land Company, LLC Digitally signed by <b>Billy Joe Jenkins</b> Date: 2023.02.28 07:18:04 AM PST
	06/18/2021 Date	

Second Amendment to Right of Way Agreement, PRIME LOGISTICS CENTER  
 BSREP III Prime Logistics Center LLC for Taft-Vineland Road, 2024

