



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: October 6, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Sara Solomon, Senior Title Examiner
Real Estate Management Division

FROM: Mindy T. Cummings, Manager
Real Estate Management Division

CONTACT PERSON: Mindy T. Cummings, Manager

DIVISION: Real Estate Management Division
Phone: (407) 836-7090

ACTION REQUESTED: Approval of three Warranty Deeds by Banksville of Florida, Inc. and Orange County, Temporary Access Easement between Banksville of Florida, Inc. and American Land Investments of Orange County, LLC and Orange County, Stormwater Pond Easement between Banksville of Florida, Inc. and Orange County, approval and execution of Notice of Reservation, and authorization to disburse funds to pay purchase price, record instruments and perform all actions necessary and incidental to closing.

PROJECT: The Grow PD (APF Agreement)

District 5

PURPOSE: To provide for the conveyance of real property for a park, school and utility site, as well as a temporary access easement and stormwater pond easement pursuant to an Adequate Public Facilities Agreement.

Interoffice Memorandum
Real Estate Management Division
Agenda Item 4
October 6, 2023
Page 2 of 2

ITEMS:

Warranty Deed – Park Site
Cost: Donation
Size: 20 Acres

Warranty Deed – School Site
Cost: Donation
Size: 13 Acres

Warranty Deed – Utility Tract
Cost: \$201,000
Size: 3.44 Acres

Temporary Access Easement
Cost: Donation
Total size: 11.807 acres
Term: Until replaced by a permanent platted easement

Stormwater Pond Easement
Cost: Donation
Size: 2.10 acres

Notice of Reservation
Size 1,103 square feet

BUDGET: Account No.: 4420-038-1483-0038-6110

FUNDS: \$201,000 Payable to Banksville of Florida, Inc.
(purchase price)

APPROVALS: Real Estate Management Division
County Attorney’s Office
Risk Management Division
Parks and Recreation Division
Public Works Department
Utilities Department

REMARKS: These conveyances are requirements of the Adequate Public Facilities Agreement for The Grow PD, a/k/a Lake Pickett South, (the Agreement) approved by the Board on September 20, 2016. The purchase price for the Utility Tract was negotiated prior to and memorialized within the Agreement.

Grantor to pay all closing costs.

Project: The Grow PD (APF Agreement)

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 24 2023

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by Banksville of Florida, Inc., a Florida corporation, whose address is 2665 South Bayshore Drive, Suite 220-81, Miami, Florida 33133, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of 18-22-32-0000-00-001

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022, and other matters of record acceptable to GRANTEE, if any.

Project: The Grow PD (APF Agreement)

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Banksville of Florida, Inc.,
a Florida corporation

[Handwritten Signature]

Witness Signature

By:

[Handwritten Signature]

David Martinez
President

Sofia del Rivero

Witness Printed Name

[Handwritten Signature]

Witness Signature

Kamir Lam

Witness Printed Name

(Signature of **TWO** witnesses is required by Florida law)

STATE OF
COUNTY OF

Florida
Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th of October, 2023, by David Martinez, as President, of Banksville of Florida, Inc., a Florida corporation, on behalf of the corporation. The individual is personally known to me or has produced: FL DL as identification.

(Affix Notary Stamp)

[Handwritten Signature]

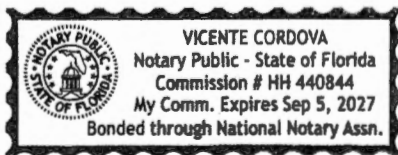
Notary Signature

Vicente Cordova

Printed Notary Name

Notary Public of: state of Florida county of Miami-Dade

My Commission Expires: September 5, 2027



Prepared by and after recording return to:

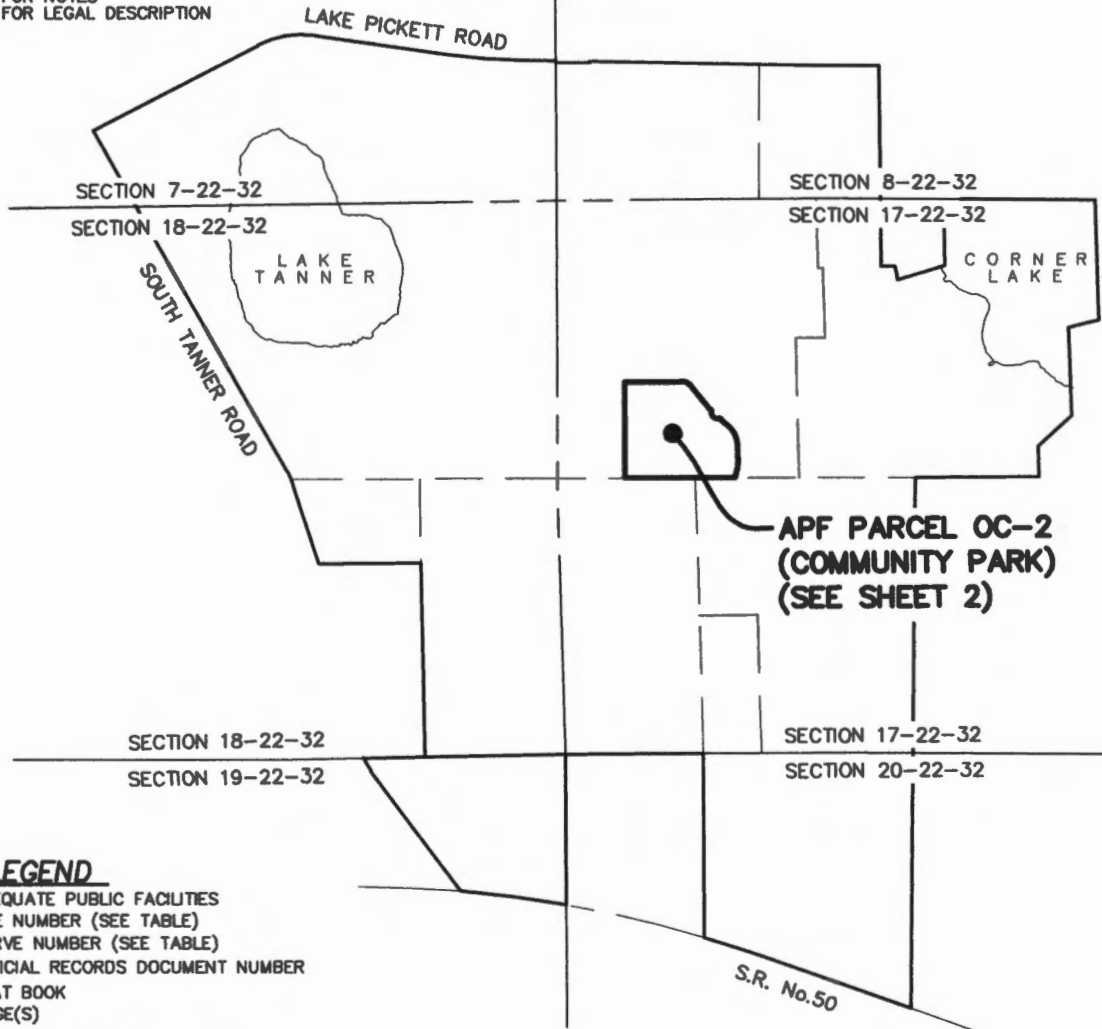
Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division of Orange
County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Schedule A

SKETCH OF DESCRIPTION

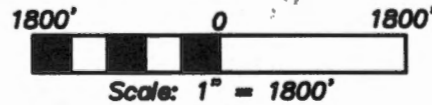
KEY MAP

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR LINE AND CURVE TABLES
 SEE SHEET 4 FOR NOTES
 SEE SHEET 5 FOR LEGAL DESCRIPTION



LEGEND

- APF ADEQUATE PUBLIC FACILITIES
- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- DOC# OFFICIAL RECORDS DOCUMENT NUMBER
- PB PLAT BOOK
- PG(S) PAGE(S)
- PC POINT OF CURVATURE
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- PT POINT OF TANGENCY
- NT NON-TANGENT
- ORB OFFICIAL RECORDS BOOK
- R/W RIGHT-OF-WAY
- S.R. STATE ROAD
- SECTION 17-22-32 SECTION, TOWNSHIP, RANGE



PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-2 (COMMUNITY PARK)

DATE	BY	DESCRIPTION
9/6/23	PH	ADDRESSED COUNTY COMMENTS
REVISIONS		

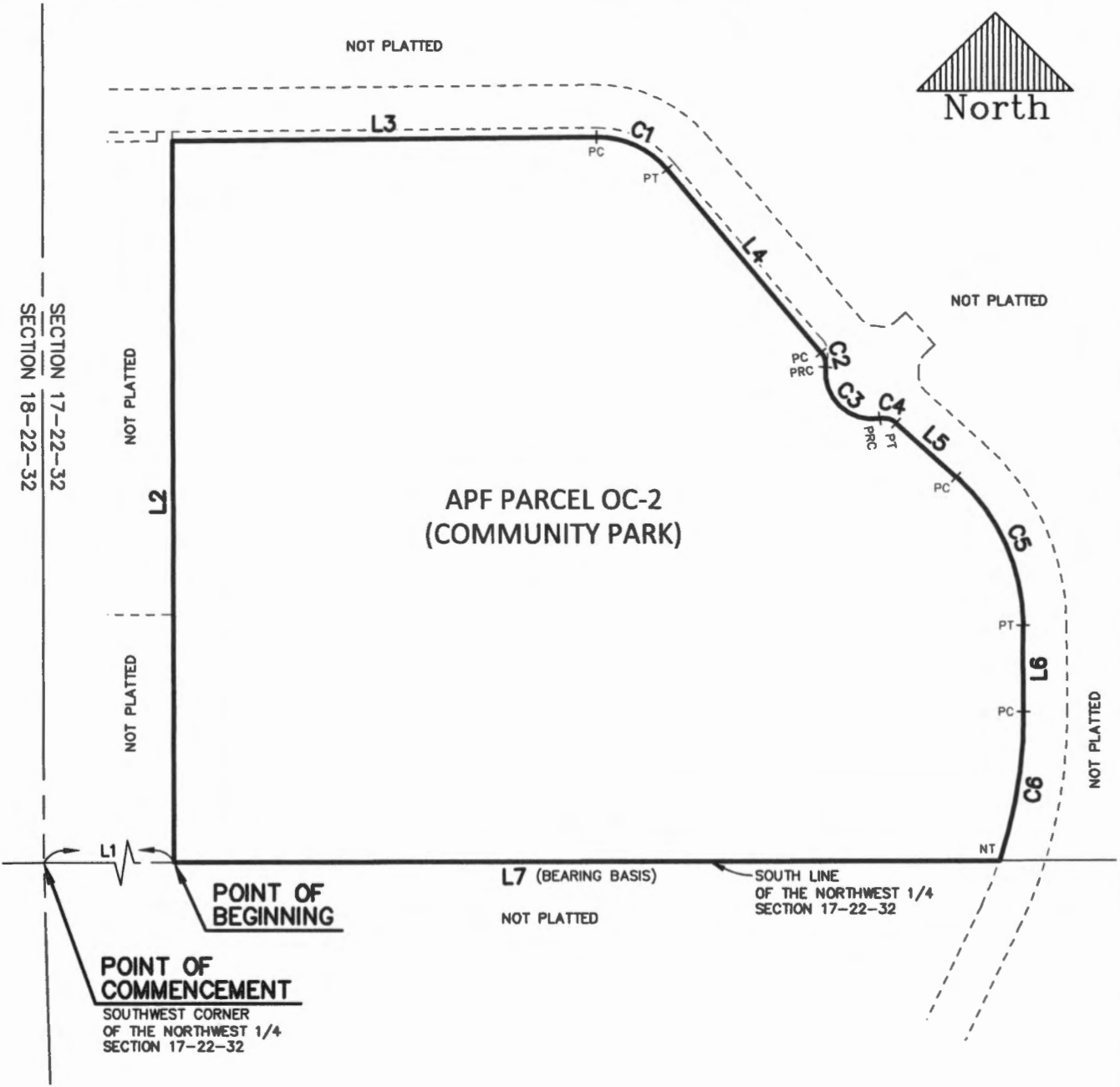
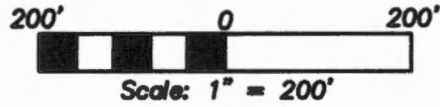
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68
 Digitally signed by Robert T Sears
 Date: 2023.09.07 14:37:39 -04'00'
 Robert "Tyler" Sears September 06, 2023
 Florida Professional Surveyor and Mapper
 Certificate No. 6950
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL,
 OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.),
 OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND
 MAPPER.

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=1800'</u>	SHEET <u>1</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>5</u>

SKETCH OF DESCRIPTION

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DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
 PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-2 (COMMUNITY PARK)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u> OF <u>5</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			

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LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°54'55"E	648.71'
L2	N00°05'19"W	924.48'
L3	N89°29'52"E	546.31'
L4	S40°01'19"E	306.96'
L5	S48°06'05"E	103.95'
L6	S00°18'16"E	110.37'
L7	S89°54'55"W	1060.34'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	116.50'	50°28'49"	102.64'	99.35'	S65°15'43"E
C2	25.00'	46°30'34"	20.29'	19.74'	S16°46'02"E
C3	60.00'	106°00'53"	111.02'	95.85'	S46°31'11"E
C4	25.00'	51°25'32"	22.44'	21.69'	S73°48'51"E
C5	257.00'	47°47'49"	214.39'	208.23'	S24°12'11"E
C6	572.00'	19°25'45"	193.97'	193.04'	S09°24'36"W



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ENGINEERS PLANNERS SURVEYORS

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PREPARED FOR:

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 THE GROW
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DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>5</u>

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NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.



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DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>4</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>5</u>

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DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Section 17, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 17; thence N89°54'55"E along the South line of said Northwest 1/4 for a distance of 648.71 feet to the POINT OF BEGINNING; thence departing said South line run N00°05'19"W, 924.48 feet; thence N89°29'52"E, 546.31 feet to the point of curvature of a curve concave Southwesterly having a radius of 116.50 feet and a chord bearing of S65°15'43"E; thence Southeasterly along the arc of said curve through a central angle of 50°28'49" for a distance of 102.64 feet to the point of tangency; thence S40°01'19"E, 306.96 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of S16°46'02"E; thence Southerly along the arc of said curve through a central angle of 46°30'34" for a distance of 20.29 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 60.00 feet and a chord bearing of S46°31'11"E; thence Southeasterly along the arc of said curve through a central angle of 106°00'53" for a distance of 111.02 feet to the point of reverse curvature of a curve concave Southerly having a radius of 25.00 feet and a chord bearing of S73°48'51"E; thence Easterly along the arc of said curve through a central angle of 51°25'32" for a distance of 22.44 feet to the point of tangency; thence S48°06'05"E, 103.95 feet to the point of curvature of a curve concave Southwesterly having a radius of 257.00 feet and a chord bearing of S24°12'11"E; thence Southeasterly along the arc of said curve through a central angle of 47°47'49" for a distance of 214.39 feet to the point of tangency; thence S00°18'16"E, 110.37 feet to the point of curvature of a curve concave Westerly having a radius of 572.00 feet and a chord bearing of S09°24'36"W; thence Southerly along the arc of said curve through a central angle of 19°25'45" for a distance of 193.97 feet to a non-tangent line and the aforesaid South line of said Northwest 1/4 of Section 17; thence S89°54'55"W along said South line, 1060.34 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 20.00 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:

PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-2 (COMMUNITY PARK)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>5</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>5</u>

Project: The Grow PD (APF Agreement)

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 24 2023

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by Banksville of Florida, Inc., a Florida corporation, whose address is 2665 South Bayshore Drive, Suite 220-81, Miami, Florida 33133, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of 18-22-32-0000-00-001

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022, and other matters of record acceptable to GRANTEE, if any.

Project: The Grow PD (APF Agreement)

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Banksville of Florida, Inc.,
a Florida corporation

[Signature]
Witness Signature
Sofia del Rivero
Witness Printed Name

By: [Signature]
David Martinez
President

[Signature]
Witness Signature
Kamir Larrin
Witness Printed Name

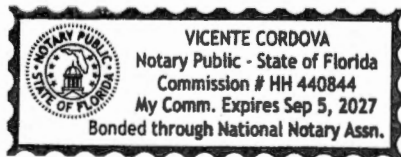
(Signature of **TWO** witnesses is required by Florida law)

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th of October, 2023, by David Martinez, as President, of Banksville of Florida, Inc., a Florida corporation, on behalf of the corporation. The individual is personally known to me or has produced: FL DL as identification.

(Affix Notary Stamp)

[Signature]
Notary Signature



vicente cordova
Printed Notary Name
Notary Public of: state of florida county of Miami-Dade
My Commission Expires: september 5, 2027

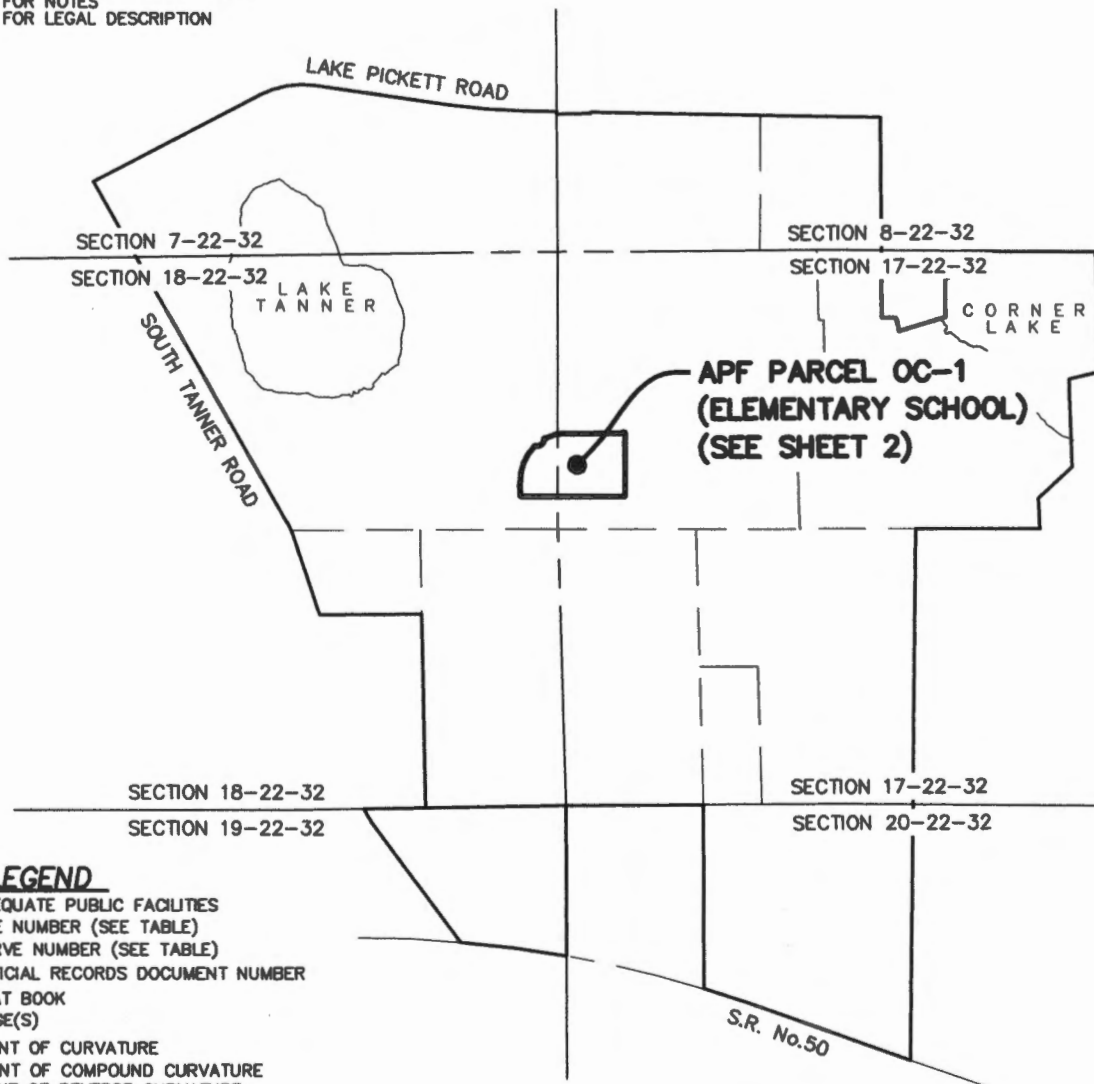
Prepared by and after recording return to:
Sara Solomon, a staff employee
in the course of duty with the
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Orlando, Florida 32802-1393

Schedule A

SKETCH OF DESCRIPTION

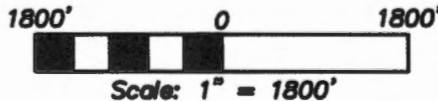
KEY MAP

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LEGEND

- APF ADEQUATE PUBLIC FACILITIES
 - L1 LINE NUMBER (SEE TABLE)
 - C1 CURVE NUMBER (SEE TABLE)
 - DOC# OFFICIAL RECORDS DOCUMENT NUMBER
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 - R/W RIGHT-OF-WAY
 - S.R. STATE ROAD
- SECTION 17-22-32 SECTION, TOWNSHIP, RANGE



PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-1 (ELEMENTARY SCHOOL)

9/6/23	PH	ADDRESSED COUNTY COMMENTS
DATE	BY	DESCRIPTION
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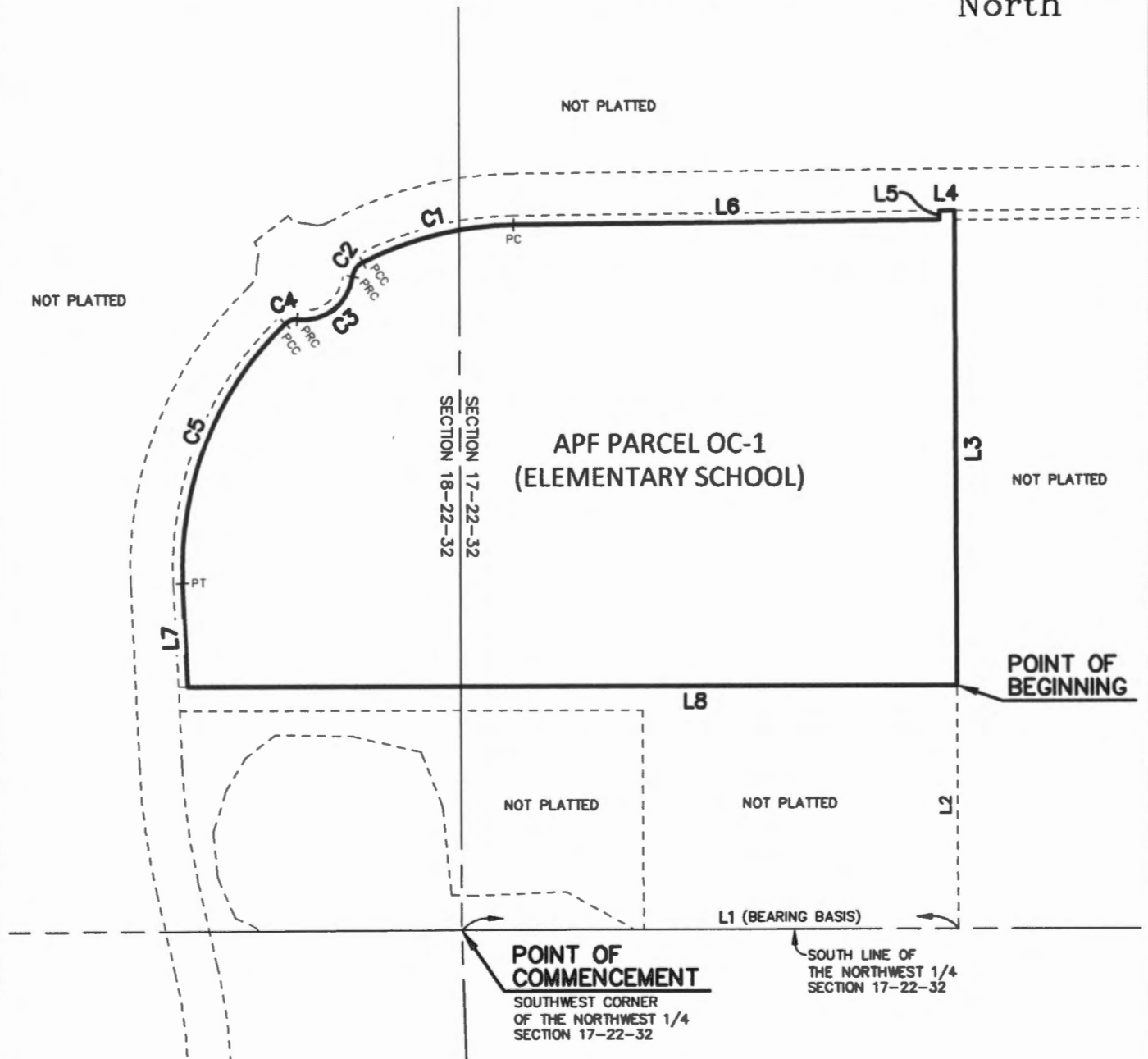
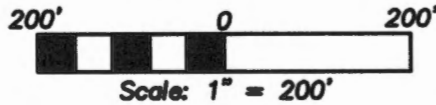
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
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DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=1800'</u>	SHEET <u>1</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>5</u>

SKETCH OF DESCRIPTION

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DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:

PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-1 (ELEMENTARY SCHOOL)

DRAWN BY: MKS
 DATE: 7/2023

CHECKED BY: RTS
 DATE: 7/2023

JOB NO.
23578.006

SCALE
1"=200'

SHEET 2
 OF 5

SKETCH OF DESCRIPTION

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LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°54'55"E	648.71'
L2	N00°05'19"W	317.53'
L3	N00°05'19"W	618.95'
L4	S89°29'52"W	20.00'
L5	S00°05'19"E	12.00'
L6	S89°29'52"W	556.79'
L7	S02°38'42"E	135.38'
L8	N89°59'35"E	1007.08'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	446.50'	26°22'32"	205.54'	203.73'	S76°18'36"W
C2	25.50'	54°27'23"	24.24'	23.33'	S35°53'38"W
C3	66.00'	87°29'24"	100.78'	91.27'	S52°24'39"W
C4	20.00'	49°49'29"	17.39'	16.85'	S71°14'36"W
C5	440.00'	48°58'33"	376.11'	364.76'	S21°50'35"W



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NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-1 (ELEMENTARY SCHOOL)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>4</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>5</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR LINE AND CURVE TABLES
 SEE SHEET 4 FOR NOTES
 SEE SHEET 5 FOR LEGAL DESCRIPTION

DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Sections 17 and 18, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 17; thence N89°54'55"E along the South line of said Northwest 1/4 for a distance of 648.71 feet; thence departing said South line run N00°05'19"W, 317.53 feet to the POINT OF BEGINNING; thence N00°05'19"W, 618.95 feet; thence S89°29'52"W, 20.00 feet; thence S00°05'19"E, 12.00 feet; thence S89°29'52"W, 556.79 feet to the point of curvature of a curve concave Southerly having a radius of 446.50 feet and a chord bearing of S76°18'36"W; thence Westerly along the arc of said curve through a central angle of 26°22'32" for a distance of 205.54 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 25.50 feet and a chord bearing of S35°53'38"W; thence Southwesterly along the arc of said curve through a central angle of 54°27'23" for a distance of 24.24 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 66.00 feet and a chord bearing of S52°24'39"W; thence Southwesterly along the arc of said curve through a central angle of 87°29'24" for a distance of 100.78 feet to the point of reverse curvature of a curve concave Southerly having a radius of 20.00 feet and a chord bearing of S71°14'36"W; thence Westerly along the arc of said curve through a central angle of 49°49'29" for a distance of 17.39 feet to the point of compound curvature of a curve concave Easterly having a radius of 440.00 feet and a chord bearing of S21°50'35"W; thence Southerly along the arc of said curve through a central angle of 48°58'33" for a distance of 376.11 feet to the point of tangency; thence S02°38'42"E, 135.38 feet; thence N89°59'35"E, 1007.08 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 13.00 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-1 (ELEMENTARY SCHOOL)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>5</u> OF <u>5</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 24 2023

Project: The Grow PD (APF Agreement)

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by Banksville of Florida, a Florida corporation, whose address is 2655 South Bayshore Drive, Suite 220-81, Miami, Florida, 33133, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of 18-22-32-0000-00-001

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022, and other matters of record acceptable to GRANTEE, if any.

Project: The Grow PD (APF Agreement)

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Banksville of Florida, Inc.,
a Florida corporation

Witness Signature

By:

David Martinez
President

Sofia del Rivero
Witness Printed Name

Kami Lash
Witness Signature

Kami Lash
Witness Printed Name

(Signature of **TWO** witnesses is required by Florida law)

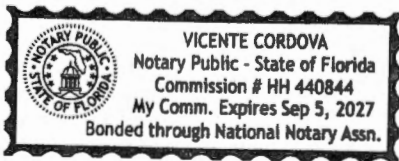
STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th of October, 2023, by David Martinez, as President, of Banksville of Florida, Inc., a Florida corporation, on behalf of the corporation. The individual is personally known to me or has produced: FL DL as identification.

(Affix Notary Stamp)

[Signature]
Notary Signature

Vicente Cordova
Printed Notary Name
Notary Public of: State of Florida County of Miami-Dade
My Commission Expires: September 5, 2027

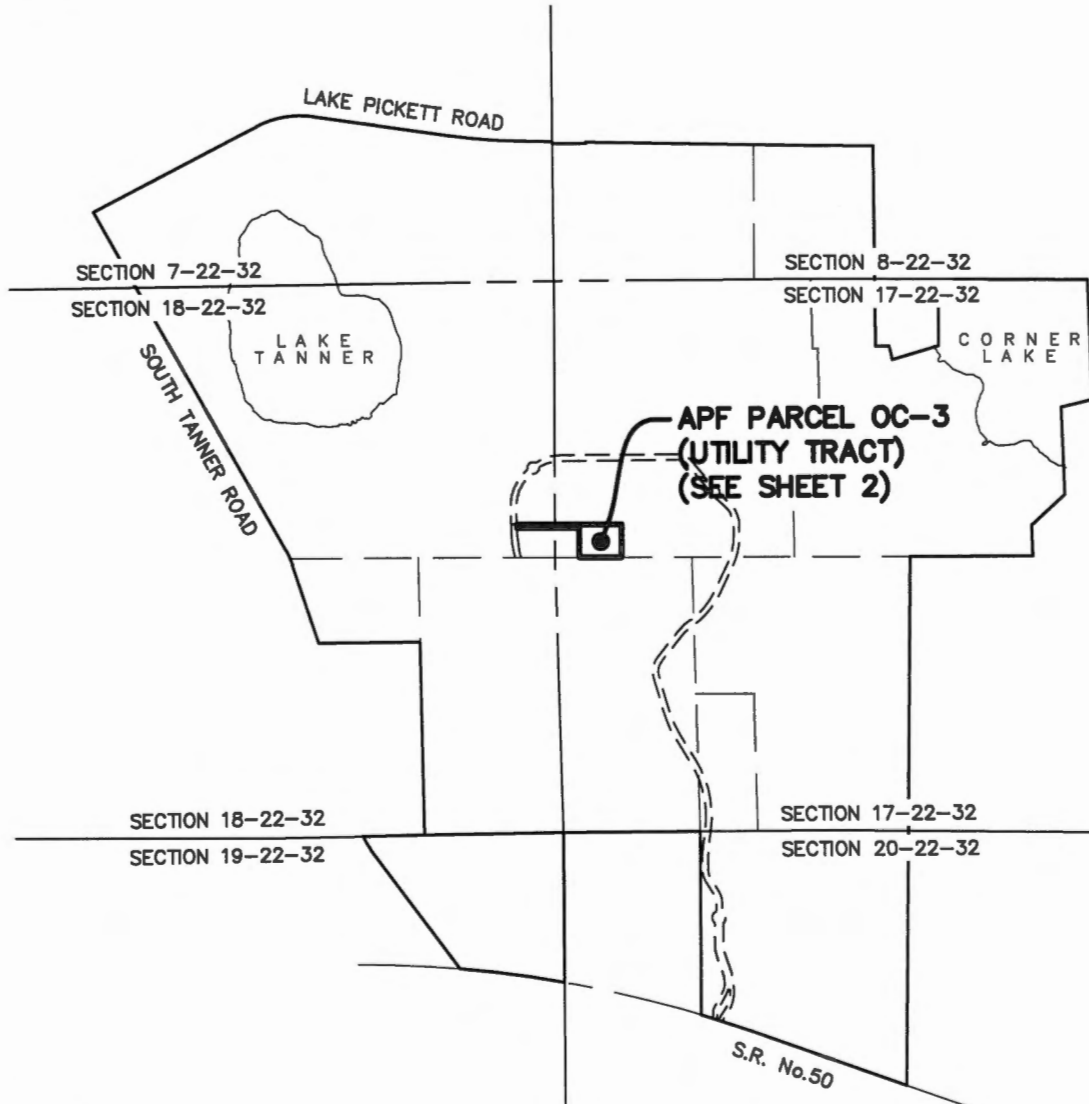


Prepared by and after recording return to:
Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division of Orange
County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

SKETCH OF DESCRIPTION

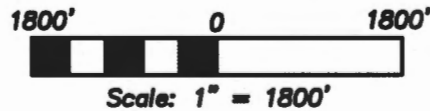
THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION

KEY MAP



LEGEND

- APF ADEQUATE PUBLIC FACILITIES
- L1 LINE NUMBER (SEE TABLE)
- S.R. STATE ROAD
- SECTION 17-22-32 SECTION, TOWNSHIP, RANGE



PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-3 (UTILITY TRACT)

9/27/23	MKS	ADDRESSED COUNTY COMMENTS
9/6/23	PH	ADDRESSED COUNTY COMMENTS
DATE	BY	DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

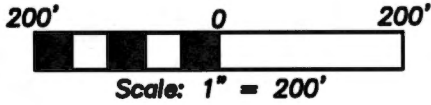
DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68
 Digitally signed by Robert T Sears
 Date: 2023.09.27 14:13:35 -04'00'

Robert T Sears
 September 27, 2023
 Florida Professional Surveyor and Mapper
 Certificate No. 6950
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL,
 OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.),
 OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND
 MAPPER.

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=1800'</u>	SHEET <u>1</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-058
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION



TEMPORARY ACCESS
 EASEMENT
 (SEE DWMA DRAWING
 CS# 23-106(S9D))

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°54'55"E	237.45'
L2	N89°54'55"E	411.26'
L3	N00°05'19"W	317.53'
L4	S89°59'35"W	1019.09'
L5	S02°38'42"E	31.53'
L6	N89°59'35"E	606.42'
L7	S00°05'23"E	286.59'

SECTION 17-22-32
 SECTION 18-22-32

NOT PLATTED

NOT PLATTED

APF PARCEL OC-3
 (UTILITY TRACT)

NOT PLATTED

TEMPORARY ACCESS
 EASEMENT
 (SEE DWMA DRAWING
 CS# 23-106(S9E))

NOT PLATTED

L1
 (BEARING BASIS)

POINT OF
 BEGINNING

SOUTH LINE
 OF THE NORTHWEST 1/4
 SECTION 17-22-32

POINT OF
 COMMENCEMENT

SOUTHWEST CORNER
 OF THE NORTHWEST 1/4
 SECTION 17-22-32

NOT PLATTED

NOT PLATTED



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
 PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-3 (UTILITY TRACT)

DRAWN BY: MKS	CHECKED BY: RTS	JOB NO. 23578.006	SCALE 1"=200'	SHEET 2 OF 4
DATE: 7/2023	DATE: 7/2023			

SKETCH OF DESCRIPTION

THE GROW – MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION

NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- According to Flood Insurance Rate Map Community Panel No. 120179 285F, Orange County, Florida, map revised September 25, 2009, the lands shown hereon lie in Zone "X" (unshaded). The approximate location of the FEMA Flood Hazard Zone lines, if located within the property and shown hereon, were downloaded from the FEMA website during preparation of this document and, unless otherwise shown, were not surveyed by Donald W. McIntosh Associates, Inc. This note is for informational purposes only and the surveyor assumes no liability for the correctness of the cited map(s) or LOMR(s). In addition, this note does not represent an opinion by the surveyor of the probability of flooding.
- Based on the information contained in Conservation Area Determination No. CAD-16-021, the lands described herein contain a portion of a governmental jurisdictional wetland. Based on the information contained in the Conservation Area Impact Permit No. CAI-20-06-043, the jurisdictional wetland lying within the lands described herein may be impacted.
- The configuration of this Sketch of Description is based on direction from Client.



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
 PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-3 (UTILITY TRACT)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>3</u> OF <u>4</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
OC PERMIT NUMBER: 22-E-055
SEE SHEET 1 FOR KEY MAP AND LEGEND
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR NOTES
SEE SHEET 4 FOR LEGAL DESCRIPTION

DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Sections 17 and 18, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 17; thence N89°54'55"E along the South line of said Northwest 1/4 for a distance of 237.45 feet to the POINT OF BEGINNING; thence N89°54'55"E along said South line, 411.26 feet; thence departing said South line run N00°05'19"W, 317.53 feet; thence S89°59'35"W, 1019.09 feet; thence S02°38'42"E, 31.53 feet; thence N89°59'35"E, 606.42 feet; thence S00°05'23"E, 286.59 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 3.44 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:

PULTE HOME CORPORATION

THE GROW

APF PARCEL OC-3 (UTILITY TRACT)

DRAWN BY: MKS

CHECKED BY: RTS

JOB NO.

SCALE

SHEET 4

DATE: 7/2023

DATE: 7/2023

23578.006

N/A

OF 4

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 24 2023

THIS IS A DONATION

Project: The Grow PD (APF Agreement)

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

TEMPORARY ACCESS EASEMENT

THIS INDENTURE made as of the date signed below, between Banksville of Florida, Inc., a Florida corporation, whose address is 2665 South Bayshore Drive, Suite 220-81, Miami, Florida, 33133 and American Land Investments of Orange County, LLC, a Florida limited liability company, whose address is 7575 Dr. Phillips Boulevard, Suite 265, Orlando, Florida 32819, collectively, GRANTORS, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, that the GRANTORS for and in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE the receipt of which is hereby acknowledged, do hereby give and grant to the GRANTEE and its successors, a permanent non-exclusive easement for access purposes, with full authority to enter upon, inspect, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, an access roadway to provide access to the adjacent property over and upon the following lands situate in Orange County aforesaid , to wit: as described in).

SEE ATTACHED SCHEDULE "A" ("Easement Area")

**Property Appraiser's Parcel Identification Numbers:
portions of :**

**20-22-32-0000-00-002 and 17-22-32-0000-00-002 as to the interest of American Land Investments of
Orange County, LLC
and 18-22-32-0000-00-001 as to the interests of Banksville of Florida, Inc.**

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever; provided, however, the easement hereby granted shall automatically terminate, without the necessity of the GRANTOR undertaking vacation proceedings or obtaining any release from the GRANTEE, at such time as GRANTOR or its successors or assigns shall cause the property over which the easement passes to be included in a subdivision plat recorded among the public records of Orange County, Florida. Additionally, this EASEMENT shall automatically terminate as to any portions of the Easement Area that are not included in any such dedication, but only as and to the extent that such portion of the Easement Area is a remnant parcel, and not necessary for the continuous connection of the Easement Area and/or dedicated portions to the properties benefitted by this Easement.

THE GRANTEE, its successors, and its assigns shall have the right to clear and keep clear all trees, undergrowth, buildings, utilities, structures, obstructions, obstacles, driveways, crops, landscaping other than sod or similar type of ground cover, and other impediments, which, in the opinion of GRANTEE, may

Project: The Grow PD (APF Agreement)

endanger or interfere with the safe and efficient inspection, construction, operation, maintenance within the Easement Area. GRANTEE shall (i) be responsible, at its sole cost and expense, for maintenance, repair or replacement of any roadway and related improvements constructed by GRANTEE pursuant to this EASEMENT, (ii) except for the presence of the roadway improvements permitted to be constructed by GRANTEE hereunder, restore the Easement Area and any adjacent property of GRANTORS to the condition existing prior to any construction, maintenance, repair and replacement work pursuant to this EASEMENT and (iii) provide advance written notice to GRANTORS of its intention to enter upon the Easement Area to exercise its rights hereunder. At all times during construction the GRANTEE will maintain access to the GRANTORS' remaining lands.

NO ADDITIONAL buildings, utilities, structures, obstructions, obstacles, driveways, crops, landscaping other than sod or similar type of ground cover, or impediments shall be located, constructed, excavated, or created within the Easement Area by GRANTORS, its heirs, successors, and assigns.

THIS EASEMENT is for the purposes noted herein and except as noted herein does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

Notwithstanding anything in the provisions of this EASEMENT to the contrary, GRANTORS shall have the right and power to reconfigure any portion of the Easement Area, or relocate the Easement Area as necessary in connection with its final engineering and permitting efforts associated with GRANTORS adjacent properties; provided, however, that no such reconfiguration or relocation may have any materially adverse effect on GRANTEE, and in the event of such an adverse effect on GRANTEE, GRANTORS must obtain the consent or approval of GRANTEE prior to making such reconfiguration or relocation. GRANTORS shall be obligated to design, engineer and obtain all necessary permits or approvals for such reconfiguration or relocation and to pay all costs incurred in connection therewith. In order to effectuate such reconfiguration or relocation, GRANTOR and GRANTEE shall enter into and execute a formal amendment to this Easement which sets forth in detail the legal description of such reconfigured or relocated portion of the Easement Area and said amendment shall be recorded in the Public Records of Orange County, Florida at Grantor's expense.

EACH PARTY AGREES to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. The County's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agent

Notwithstanding anything to the contrary, or seemingly to the contrary, in this EASEMENT, neither Banksville of Florida, Inc. nor American Land Investments of Orange County, LLC shall have any responsibility or liability for the actions or failures to act of the other under this EASEMENT, including, without limitation, for the other party's failure of compliance with any of the covenants, easements or restrictions contained within this EASEMENT.

GRANTORS and GRANTEE expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Easement, or the breach, enforcement, or interpretation of this Easement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization

Project: The Grow PD (APF Agreement)

proceedings. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Easement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS EASEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

TO HAVE AND TO HOLD the said access easement unto the GRANTEE and its successors for the purposes aforesaid.

SIGNATURES APPEAR ON FOLLOWING PAGES

Project: The Grow PD (APF Agreement)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Sofia del Rivero
Printed Name

[Signature]
Witness

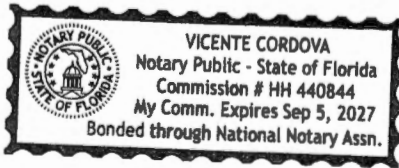
Kamir Lavin
Printed Name

(Signature of TWO witnesses required by Florida Law)

STATE OF Florida
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of October, 2023, by David Martinez, as President, of Banksville of Florida, Inc., a Florida corporation, on behalf of the corporation. The individual is personally known to me or has produced FL DL as identification.

(Notary Seal)



Banksville of Florida, Inc., a Florida corporation

BY: [Signature]
David Martinez
President

[Signature]
Notary Signature
Vicente Cordova
Printed Notary Name

Notary Public in and for the State of Florida
County and State aforesaid county of MIAMI-DADE

My commission expires: September 5, 2027

SIGNATURE APPEARS ON FOLLOWING PAGE

Project: The Grow PD (APF Agreement)

Signed, and sealed and delivered in the presence of:

Pauline D. McNally
Witness

Pauline D. McNally
Print Name

Taylor Smith
Witness

Taylor Smith
Print Name

American Land Investments of Orange County, LLC, a Florida limited liability company

By: American Land Investments of Central Florida, LLC, a Florida limited liability company its Managing Member

By: Obatrust, LLC, a Florida limited liability company, Managing Member

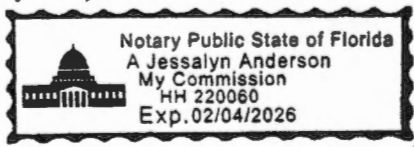
By: Dwight Saathoff
Dwight Saathoff
Managing Member

(Signature of TWO witnesses required by Florida Law)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27th of SEPTEMBER 2023, by Dwight Saathoff, as Managing Member of Obatrust, LLC, a Florida limited liability company, as Managing Member of American Land Investments of Central Florida, LLC, a Florida limited liability company, as Managing Member of American Land Investments of Orange County, LLC, a Florida limited liability company, on behalf of the company. The individual is personally known to me or has produced: _____ as identification.

(Notary Seal)



A. Jessalyn Anderson
Notary Signature
A. JESSALYN ANDERSON
Printed Notary Name

Notary Public in and for the County and State aforesaid
My commission expires: 2/4/2026

This instrument prepared by:
Sara Solomon, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

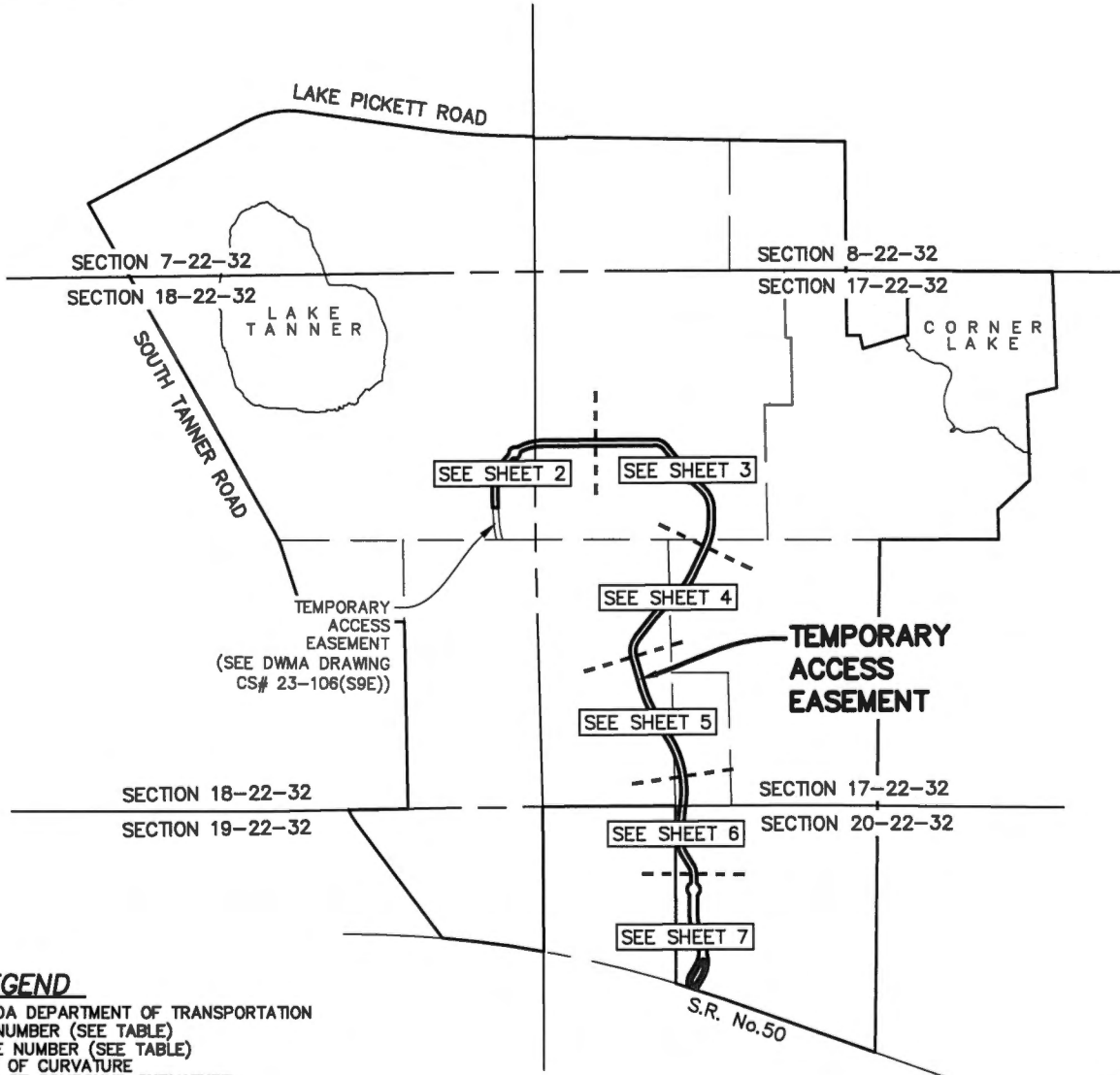
Project: The Grow PD (APF Agreement)

Schedule "A"
("Easement Area")

SKETCH OF DESCRIPTION

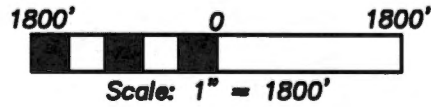
THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
 SEE SHEET 8 FOR NOTES
 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION

KEY MAP



LEGEND

- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- R/W RIGHT-OF-WAY
- S.R. STATE ROAD
- SECTION 17-22-32 SECTION, TOWNSHIP, RANGE
- DWMA DONALD W. McINTOSH ASSOCIATES, INC.



PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

9/27/23	MKS	ADDRESSED COUNTY COMMENTS
9/6/23	PH	ADDRESSED COUNTY COMMENTS
DATE	BY	DESCRIPTION
REVISIONS		

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

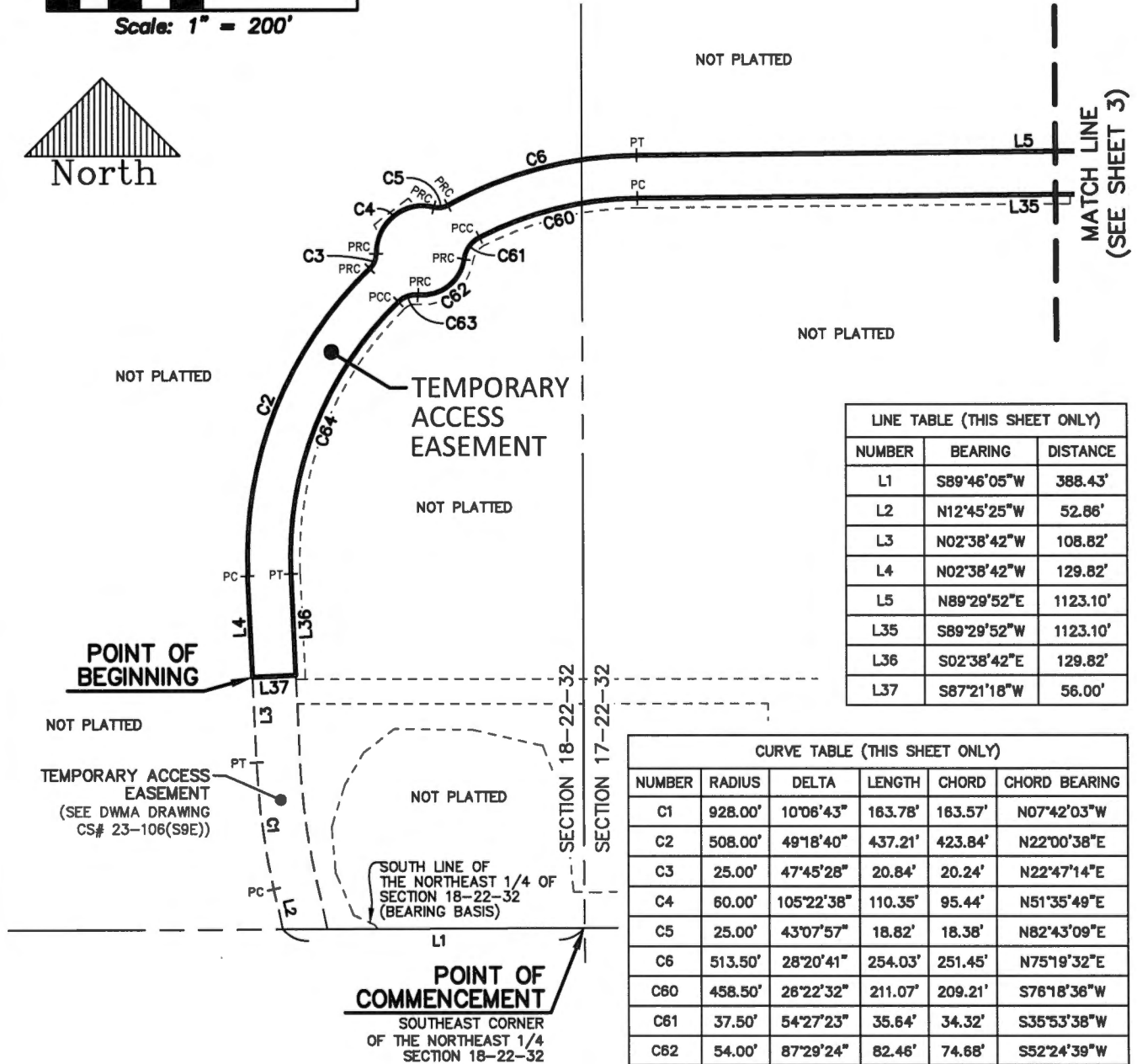
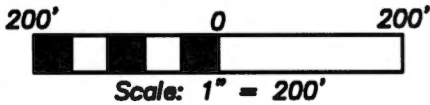
DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68
Robert T Sears Digitally signed by Robert T Sears
 Date: 2023.09.27 14:15:09 -04'00'

Robert "Tyler" Sears September 27, 2023
 Florida Professional Surveyor and Mapper
 Certificate No. 6950
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL
 OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.),
 OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND
 MAPPER.

DRAWN BY: MKS	CHECKED BY: RTS	JOB NO.	SCALE	SHEET 1
DATE: 7/2023	DATE: 7/2023	23578.006	1"=1800'	OF 11

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
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LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	S89°46'05"W	388.43'
L2	N12°45'25"W	52.86'
L3	N02°38'42"W	108.82'
L4	N02°38'42"W	129.82'
L5	N89°29'52"E	1123.10'
L35	S89°29'52"W	1123.10'
L36	S02°38'42"E	129.82'
L37	S87°21'18"W	56.00'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	928.00'	10°06'43"	163.78'	163.57'	N07°42'03"W
C2	508.00'	49°18'40"	437.21'	423.84'	N22°00'38"E
C3	25.00'	47°45'28"	20.84'	20.24'	N22°47'14"E
C4	60.00'	105°22'38"	110.35'	95.44'	N51°35'49"E
C5	25.00'	43°07'57"	18.82'	18.38'	N82°43'09"E
C6	513.50'	28°20'41"	254.03'	251.45'	N75°19'32"E
C60	458.50'	26°22'32"	211.07'	209.21'	S76°18'36"W
C61	37.50'	54°27'23"	35.64'	34.32'	S35°53'38"W
C62	54.00'	87°29'24"	82.46'	74.68'	S52°24'39"W
C63	32.00'	49°49'29"	27.83'	26.96'	S71°14'36"W
C64	452.00'	48°58'33"	386.37'	374.71'	S21°50'35"W

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

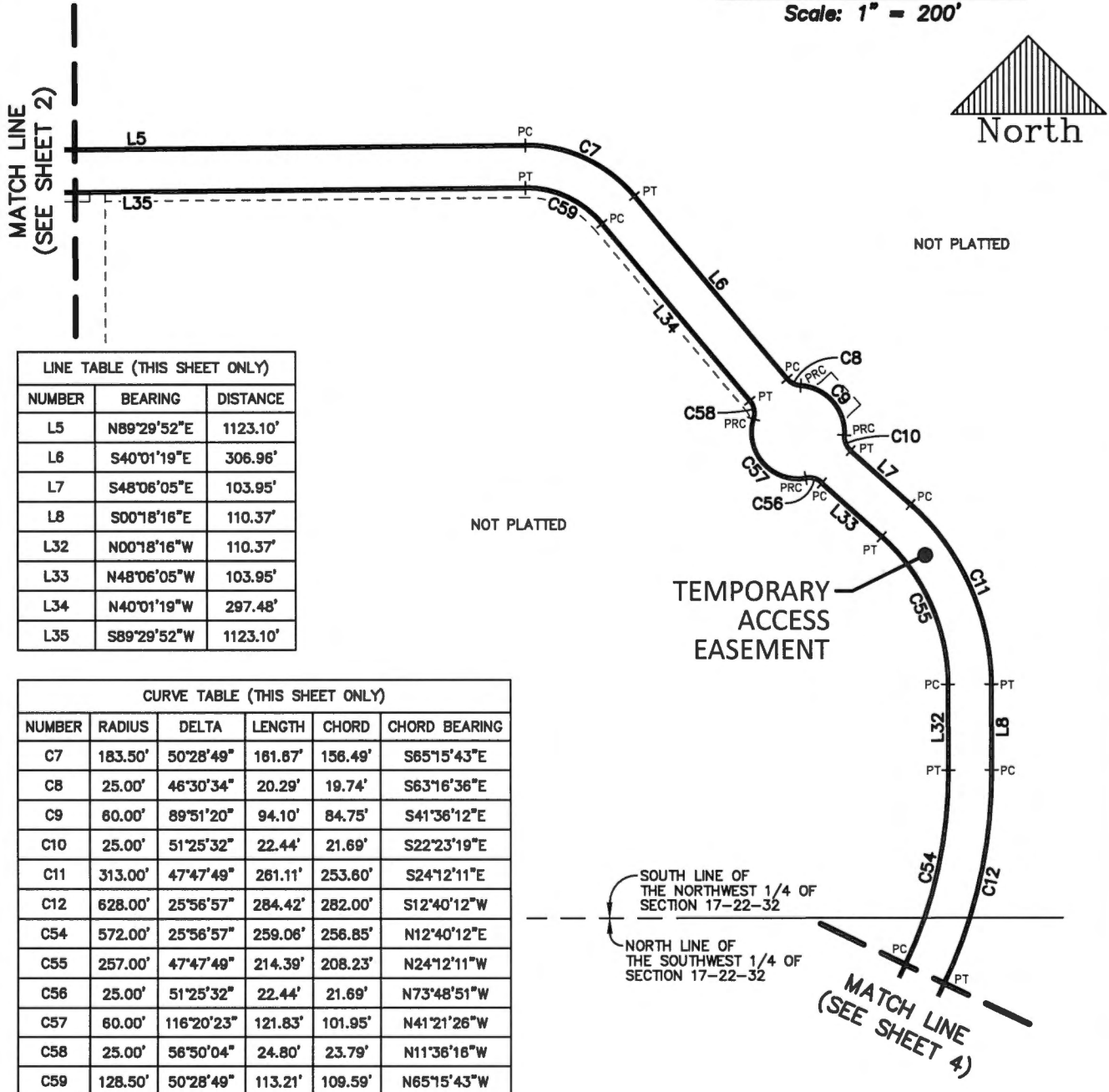
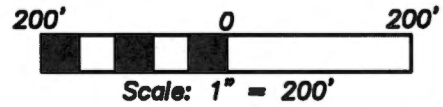
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: MKS	CHECKED BY: RTS	JOB NO. 23578.006	SCALE 1"=200'	SHEET 2
DATE: 7/2023	DATE: 7/2023			OF 11

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
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 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION



LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
L5	N89°29'52"E	1123.10'
L6	S40°01'19"E	306.96'
L7	S48°06'05"E	103.95'
L8	S00°18'16"E	110.37'
L32	N00°18'16"W	110.37'
L33	N48°06'05"W	103.95'
L34	N40°01'19"W	297.48'
L35	S89°29'52"W	1123.10'

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C7	183.50'	50°28'49"	181.67'	156.49'	S65°15'43"E
C8	25.00'	46°30'34"	20.29'	19.74'	S63°16'36"E
C9	60.00'	89°51'20"	94.10'	84.75'	S41°36'12"E
C10	25.00'	51°25'32"	22.44'	21.69'	S22°23'19"E
C11	313.00'	47°47'49"	261.11'	253.60'	S24°12'11"E
C12	628.00'	25°56'57"	284.42'	282.00'	S12°40'12"W
C54	572.00'	25°56'57"	259.06'	256.85'	N12°40'12"E
C55	257.00'	47°47'49"	214.39'	208.23'	N24°12'11"W
C56	25.00'	51°25'32"	22.44'	21.69'	N73°48'51"W
C57	60.00'	116°20'23"	121.83'	101.95'	N41°21'26"W
C58	25.00'	56°50'04"	24.80'	23.79'	N11°36'16"W
C59	128.50'	50°28'49"	113.21'	109.59'	N65°15'43"W



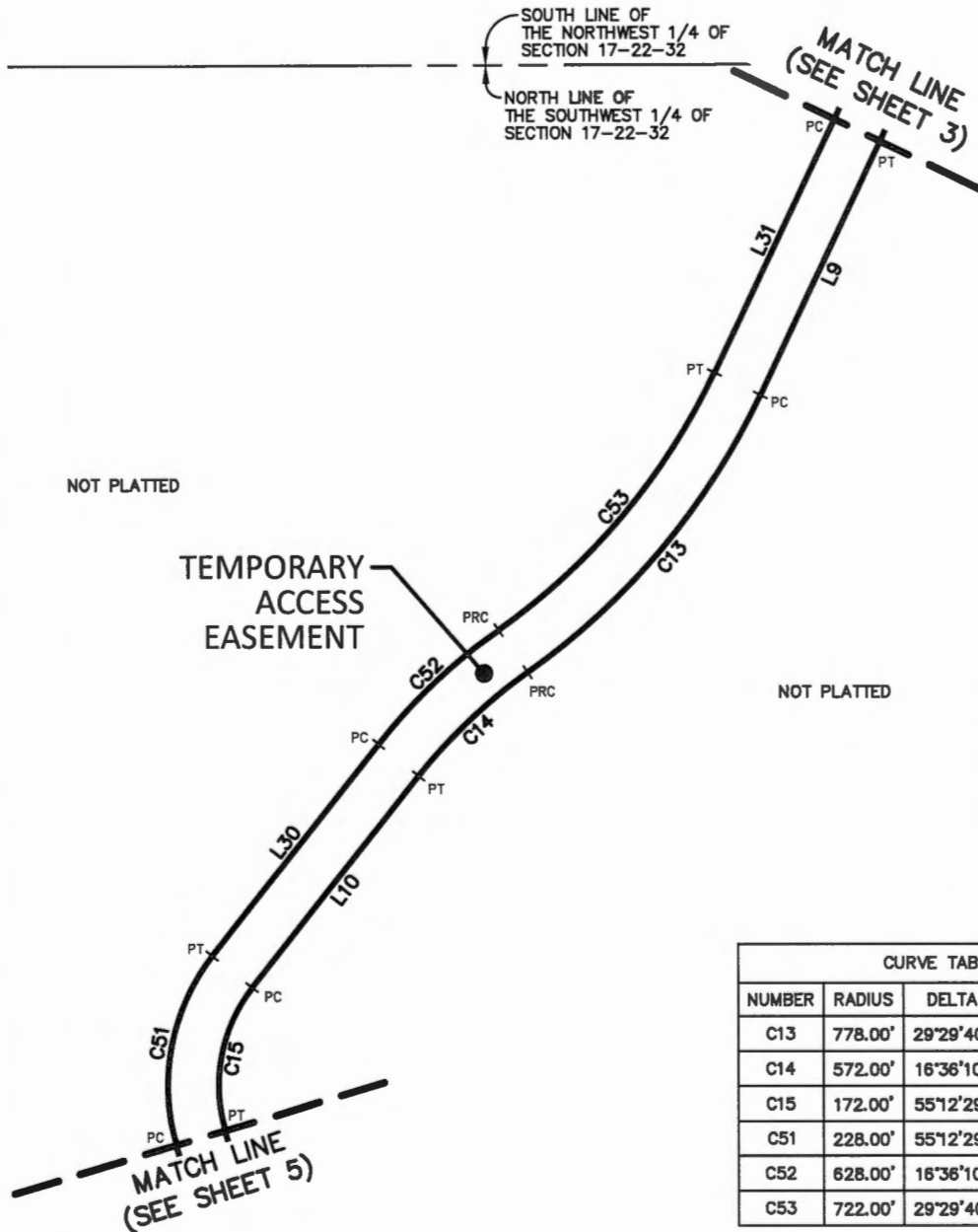
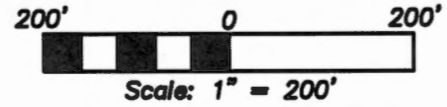
DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: MKS CHECKED BY: RTS JOB NO. 23578.006 SCALE 1"=200' SHEET 3
 DATE: 7/2023 DATE: 7/2023 OF 11

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
 SEE SHEET 8 FOR NOTES
 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L9	S25°38'41"W	306.21'
L10	S38°32'11"W	294.82'
L30	N38°32'11"E	294.82'
L31	N25°38'41"E	306.21'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C13	778.00'	29°29'40"	400.50'	396.09'	S40°23'31"W
C14	572.00'	16°36'10"	165.75'	165.17'	S46°50'16"W
C15	172.00'	55°12'29"	165.73'	159.40'	S10°55'57"W
C51	228.00'	55°12'29"	219.69'	211.29'	N10°55'57"E
C52	628.00'	16°36'10"	181.98'	181.34'	N46°50'16"E
C53	722.00'	29°29'40"	371.67'	367.58'	N40°23'31"E



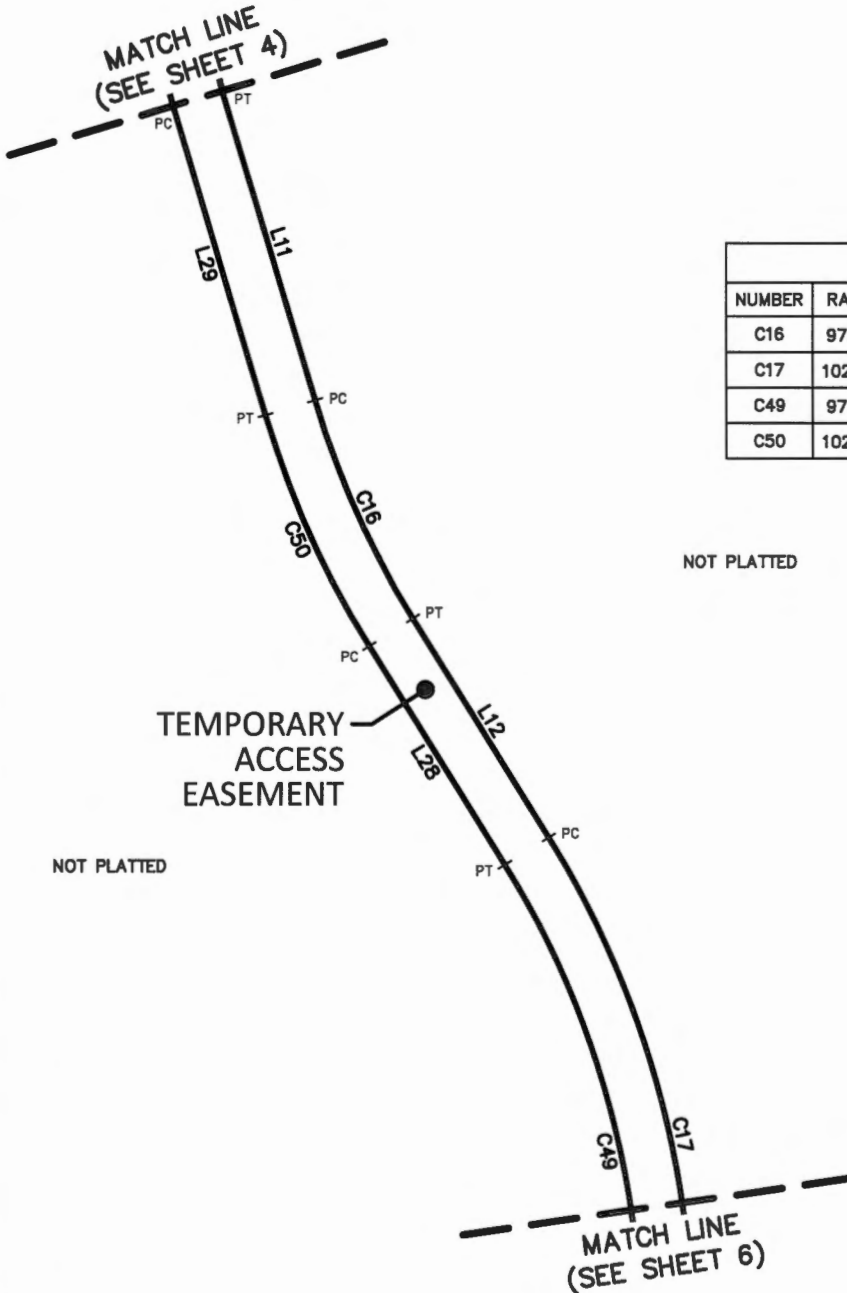
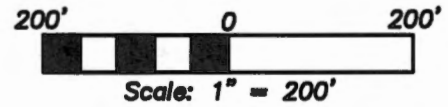
DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>	SHEET <u>4</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
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 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C16	972.00'	15°13'37"	258.32'	257.56'	S24°17'07"E
C17	1028.00'	39°04'29"	701.08'	687.57'	S12°21'41"E
C49	972.00'	39°04'29"	662.89'	650.12'	N12°21'41"W
C50	1028.00'	15°13'37"	273.20'	272.40'	N24°17'07"W

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L11	S16°40'18"E	347.58'
L12	S31°53'55"E	277.63'
L28	N31°53'55"W	277.63'
L29	N16°40'18"W	347.58'



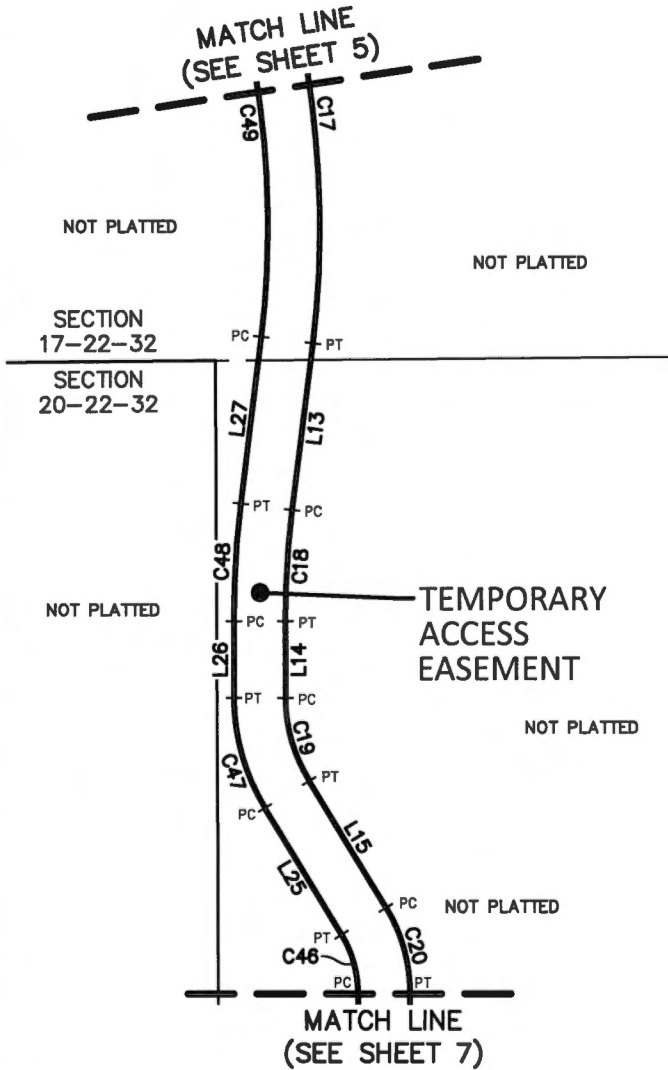
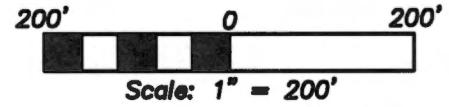
DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>	SHEET <u>5</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-058
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
 SEE SHEET 8 FOR NOTES
 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L13	S07°10'34"W	180.83'
L14	S00°04'40"W	82.07'
L15	S31°18'45"E	159.85'
L25	N31°18'45"W	159.85'
L26	N00°04'40"E	82.07'
L27	N07°10'34"E	180.83'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C17	1028.00'	39°04'29"	701.08'	687.57'	S12°21'41"E
C18	972.00'	7°05'54"	120.42'	120.34'	S03°37'37"W
C19	172.00'	31°23'24"	94.23'	93.06'	S15°37'02"E
C20	178.00'	31°23'28"	97.52'	96.31'	S15°37'01"E
C46	122.00'	31°23'28"	66.84'	66.01'	N15°37'01"W
C47	228.00'	31°23'24"	124.91'	123.36'	N15°37'02"W
C48	1028.00'	7°05'54"	127.36'	127.28'	N03°37'37"E
C49	972.00'	39°04'29"	662.89'	650.12'	N12°21'41"W



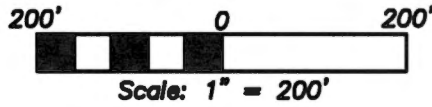
DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

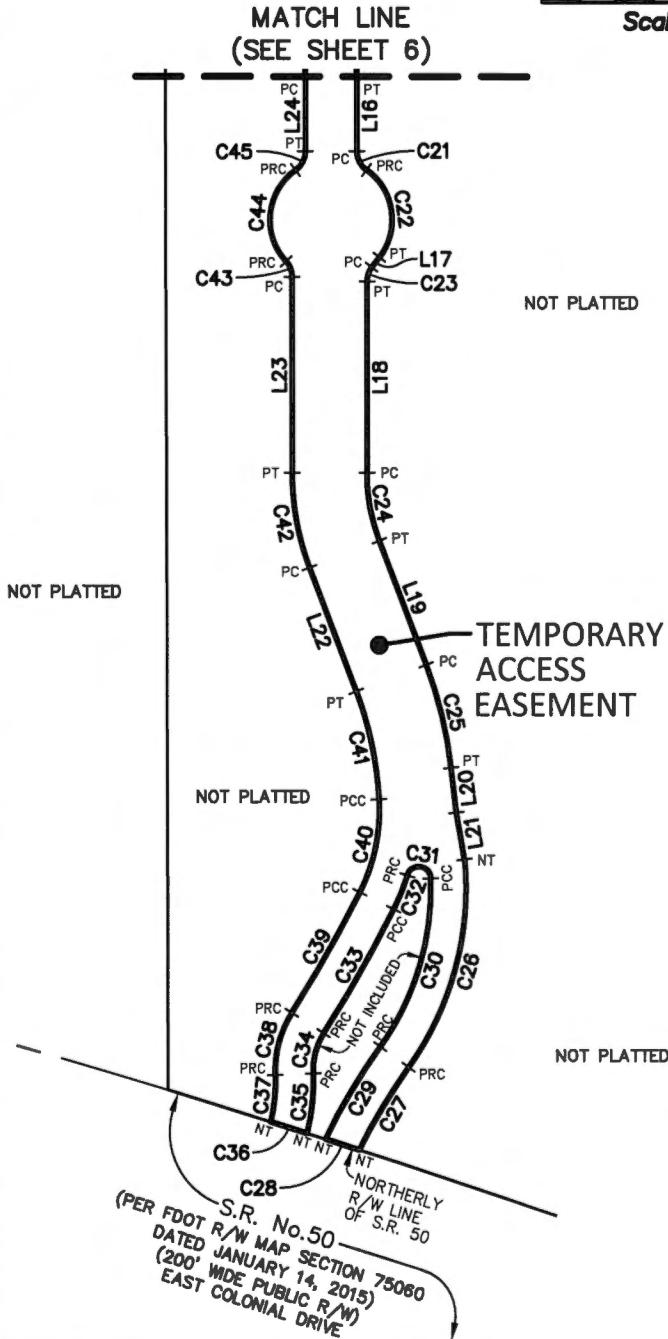
DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>	SHEET <u>6</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
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LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L16	S00°04'43"W	80.30'
L17	S37°28'04"W	13.68'
L18	S00°04'43"W	205.59'
L19	S20°49'09"E	142.51'
L20	S06°42'57"E	48.48'
L21	S09°45'30"E	51.04'
L22	N20°49'09"W	142.51'
L23	N00°04'43"E	210.14'
L24	N00°04'43"E	80.30'



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C21	25.00'	54°22'45"	23.73'	22.85'	S27°06'39"E
C22	66.00'	91°46'06"	105.71'	94.77'	S08°24'59"E
C23	25.00'	37°23'20"	16.31'	16.03'	S18°46'23"W
C24	206.00'	20°53'53"	75.14'	74.72'	S10°22'13"E
C25	464.00'	14°06'12"	114.21'	113.93'	S13°46'03"E
C26	331.00'	41°03'08"	237.16'	232.12'	S15°06'32"W
C27	638.31'	9°20'15"	104.03'	103.91'	S30°57'58"W
C28	11562.43'	0°11'25"	38.41'	38.41'	N72°18'41"W
C29	676.31'	9°49'29"	115.97'	115.83'	N30°43'21"E
C30	293.00'	37°43'13"	192.89'	189.43'	N16°46'29"E
C31	13.00'	160°45'02"	36.47'	25.63'	N82°27'38"W
C32	241.00'	9°24'29"	39.57'	39.53'	S21°52'05"W
C33	1464.52'	6°00'33"	153.60'	153.53'	S29°34'37"W
C34	73.84'	35°13'49"	45.41'	44.69'	S14°57'59"W
C35	220.00'	16°57'16"	65.10'	64.86'	S05°49'43"W
C36	11562.43'	0°12'13"	41.07'	41.07'	N72°36'48"W
C37	179.00'	16°14'53"	50.76'	50.59'	N05°28'31"E
C38	114.84'	35°13'49"	70.62'	69.51'	N14°57'59"E
C39	1423.52'	6°00'33"	149.30'	149.23'	N29°34'37"E
C40	200.00'	29°36'46"	103.37'	102.22'	N11°45'57"E
C41	383.00'	17°46'43"	118.84'	118.37'	N11°55'48"W
C42	287.00'	20°53'53"	104.68'	104.10'	N10°22'13"W
C43	25.00'	42°35'00"	18.58'	18.16'	N21°12'47"W
C44	66.00'	96°57'45"	111.69'	98.83'	N05°58'36"E
C45	25.00'	54°22'45"	23.73'	22.85'	N27°16'06"E



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>	SHEET <u>7</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>

SKETCH OF DESCRIPTION

THE GROW – MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
 SEE SHEET 8 FOR NOTES
 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION

NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
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PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>8</u> OF <u>11</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055

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(Prepared by Donald W. McIntosh Associates, Inc.)

DESCRIPTION:

That part of Sections 17, 18 and 20, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 18; thence S89°46'05"W along the South line of said Northeast 1/4 for a distance of 388.43 feet; thence departing said South line run N12°45'25"W, 52.86 feet to the point of curvature of a curve concave Easterly having a radius of 928.00 feet and a chord bearing of N07°42'03"W; thence Northerly along the arc of said curve through a central angle of 10°06'43" for a distance of 163.78 feet to the point of tangency; thence N02°38'42"W, 108.82 feet to the POINT OF BEGINNING; thence continue N02°38'42"W, 129.82 feet to the point of curvature of a curve concave Easterly having a radius of 508.00 feet and a chord bearing of N22°00'38"E; thence Northerly along the arc of said curve through a central angle of 49°18'40" for a distance of 437.21 feet to the point of reverse curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of N22°47'14"E; thence Northeasterly along the arc of said curve through a central angle of 47°45'28" for a distance of 20.84 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 60.00 feet and a chord bearing of N51°35'49"E; thence Northeasterly along the arc of said curve through a central angle of 105°22'38" for a distance of 110.35 feet to the point of reverse curvature of a curve concave Northerly having a radius of 25.00 feet and a chord bearing of N82°43'09"E; thence Easterly along the arc of said curve through a central angle of 43°07'57" for a distance of 18.82 feet to the point of reverse curvature of a curve concave Southerly having a radius of 513.50 feet and a chord bearing of N75°19'32"E; thence Easterly along the arc of said curve through a central angle of 28°20'41" for a distance of 254.03 feet to the point of tangency; thence N89°29'52"E, 1123.10 feet to the point of curvature of a curve concave Southwesterly having a radius of 183.50 feet and a chord bearing of S65°15'43"E; thence Southeasterly along the arc of said curve through a central angle of 50°28'49" for a distance of 161.67 feet to the point of tangency; thence S40°01'19"E, 306.96 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of S63°16'36"E; thence Southeasterly along the arc of said curve through a central angle of 46°30'34" for a distance of 20.29 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 60.00 feet and a chord bearing of S41°36'12"E; thence Southeasterly along the arc of said curve through a central angle of 89°51'20" for a distance of 94.10 feet to the point of reverse curvature of a curve concave Easterly having a radius of 25.00 feet and a chord bearing of S22°23'19"E; thence Southeasterly along the arc of said curve through a central angle of 51°25'32" for a distance of 22.44 feet to the point of tangency; thence S48°06'05"E, 103.95 feet to the point of curvature of a curve concave Southwesterly having a radius of 313.00 feet and a chord bearing of S24°12'11"E; thence Southeasterly along the arc of said curve through a central angle of 47°47'49" for a distance of 261.11 feet to the point of tangency; thence S00°18'16"E, 110.37 feet to the point of curvature of a curve concave Westerly having a radius of 628.00 feet and a chord bearing of S12°40'12"W; thence Southerly along the arc of said curve through a central angle of 25°56'57" for a distance of 284.42 feet to the point of tangency; thence S25°38'41"W, 306.21 feet to the point of curvature of a curve concave Northwesterly having a radius of 778.00 feet and a chord bearing of S40°23'31"W; thence Southwesterly along the arc of said curve through a central angle of 29°29'40" for a distance of 400.50 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 572.00 feet and a chord bearing of S46°50'16"W; thence Southwesterly along the arc of said curve through a central angle of 16°36'10" for a distance of 165.75 feet to the point of tangency; thence S38°32'11"W, 294.82 feet to the point of curvature of a curve concave Easterly having a radius of 172.00 feet and a chord bearing of S10°55'57"W; thence Southerly along the arc of said curve through a central angle of 55°12'29" for a distance of 165.73 feet to the point of tangency; thence S16°40'18"E, 347.58 feet to the point of curvature of a curve concave Northeasterly having a radius of 972.00 feet and a chord bearing of S24°17'07"E; thence Southeasterly along the arc of said curve through a central angle of 15°13'37" for a distance of 258.32 feet to the point of tangency; thence S31°53'55"E, 277.63 feet to the point of curvature of a curve concave Westerly having a radius of 1028.00 feet and a chord bearing of S12°21'41"E; thence Southerly along the arc of said curve through a central angle of 39°04'29" for a distance of 701.08 feet to the point of tangency; thence S07°10'34"W, 180.83 feet to the point of curvature of a curve concave Easterly having a radius of 972.00 feet and a chord bearing of S03°37'37"W; thence Southerly along the arc of said curve through a central angle of 07°05'54" for a distance of 120.42 feet to the point of tangency; thence S00°04'40"W, 82.07 feet to the point of curvature of a curve concave Easterly having a radius of 172.00 feet and a chord bearing of S15°37'02"E; thence Southerly along the arc of said curve through a central angle of 31°23'24" for a distance of 94.23 feet to the point of tangency; thence S31°18'45"E, 159.85 feet to the point of curvature of a curve concave Westerly having a radius of 178.00 feet and a chord bearing of S15°37'01"E; thence Southerly

(SEE SHEET 10 FOR CONTINUATION)



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: MKS	CHECKED BY: RTS	JOB NO. 23578.006	SCALE N/A	SHEET 9 OF 11
DATE: 7/2023	DATE: 7/2023			

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
OC PERMIT NUMBER: 22-E-055

SEE SHEET 1 FOR KEY MAP AND LEGEND
SEE SHEETS 2 THROUGH 7 FOR SKETCH
SEE SHEET 8 FOR NOTES
SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION

(CONTINUED FROM SHEET 9)

along the arc of said curve through a central angle of 31°23'28" for a distance of 97.52 feet to the point of tangency; thence S00°04'43"W, 80.30 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of S27°06'39"E; thence Southeasterly along the arc of said curve through a central angle of 54°22'45" for a distance of 23.73 feet to the point of reverse curvature of a curve concave Westerly having a radius of 66.00 feet and a chord bearing of S08°24'59"E; thence Southerly along the arc of said curve through a central angle of 91°46'06" for a distance of 105.71 feet to the point of tangency; thence S37°28'04"W, 13.68 feet to the point of curvature of a curve concave Easterly having a radius of 25.00 feet and a chord bearing of S18°46'23"W; thence Southerly along the arc of said curve through a central angle of 37°23'20" for a distance of 16.31 feet to the point of tangency; thence S00°04'43"W, 205.59 feet to the point of curvature of a curve concave Easterly having a radius of 206.00 feet and a chord bearing of S10°22'13"E; thence Southerly along the arc of said curve through a central angle of 20°53'53" for a distance of 75.14 feet to the point of tangency; thence S20°49'09"E, 142.51 feet to the point of curvature of a curve concave Westerly having a radius of 464.00 feet and a chord bearing of S13°46'03"E; thence Southerly along the arc of said curve through a central angle of 14°06'12" for a distance of 114.21 feet to the point of tangency; thence S06°42'57"E, 48.48 feet; thence S09°45'30"E, 51.04 feet to a non-tangent curve concave Westerly having a radius of 331.00 feet and a chord bearing of S15°06'32"W; thence Southerly along the arc of said curve through a central angle of 41°03'08" for a distance of 237.16 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 638.31 feet and a chord bearing of S30°57'58"W; thence Southwesterly along the arc of said curve through a central angle of 09°20'15" for a distance of 104.03 feet to the Northerly right-of-way line of State Road No. 50, according to the Florida Department of Transportation right-of-way map for State Road No. 50, Section 75060, and a non-tangent curve concave Southerly having a radius of 11562.43 feet and a chord bearing of N72°18'41"W; thence Westerly along said Northerly right-of-way line and the arc of said curve through a central angle of 00°11'25" for a distance of 38.41 feet to a non-tangent curve concave Southeasterly having a radius of 676.31 feet and a chord bearing of N30°43'21"E; thence departing said Northerly right-of-way line run Northeasterly along the arc of said curve through a central angle of 09°49'29" for a distance of 115.97 feet to the point of reverse curvature of a curve concave Westerly having a radius of 293.00 feet and a chord bearing of N16°46'29"E; thence Northerly along the arc of said curve through a central angle of 37°43'13" for a distance of 192.89 feet to the point of compound curvature of a curve concave Southerly having a radius of 13.00 feet and a chord bearing of N82°27'38"W; thence Westerly along the arc of said curve through a central angle of 160°45'02" for a distance of 36.47 feet to the point of reverse curvature of a curve concave Westerly having a radius of 241.00 feet and a chord bearing of S21°52'05"W; thence Southerly along the arc of said curve through a central angle of 09°24'29" for a distance of 39.57 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 1464.52 feet and a chord bearing of S29°34'37"W; thence Southwesterly along the arc of said curve through a central angle of 06°00'33" for a distance of 153.60 feet to the point of reverse curvature of a curve concave Easterly having a radius of 73.84 feet and a chord bearing of S14°57'59"W; thence Southerly along the arc of said curve through a central angle of 35°13'49" for a distance of 45.41 feet to the point of reverse curvature of a curve concave Westerly having a radius of 220.00 feet and a chord bearing of S05°49'43"W; thence Southerly along the arc of said curve through a central angle of 16°57'16" for a distance of 65.10 feet to the aforesaid Northerly right-of-way line of State Road No. 50 and a non-tangent curve concave Southerly having a radius of 11562.43 feet and a chord bearing of N72°36'48"W; thence Westerly along said Northerly right-of-way line and the arc of said curve through a central angle of 00°12'13" for a distance of 41.07 feet to a non-tangent curve concave Westerly having a radius of 179.00 feet and a chord bearing of N05°28'31"E; thence departing said Northerly right-of-way line run Northerly along the arc of said curve through a central angle of 16°14'53" for a distance of 50.76 feet to the point of reverse curvature of a curve concave Easterly having a radius of 114.84 feet and a chord bearing of N14°57'59"E; thence Northerly along the arc of said curve through a central angle of 35°13'49" for a distance of 70.62 feet to the point reverse curvature of a curve concave Northwesterly having a radius of 1423.52 feet and a chord bearing of N29°34'37"E; thence Northeasterly along the arc of said curve through a central angle of 06°00'33" for a distance of 149.30 feet to the point of compound curvature of a curve concave Westerly having a radius of 200.00 feet and a chord bearing of N11°45'57"E; thence Northerly along the arc of said curve through a central angle of 29°36'46" for a distance of 103.37 feet to the point of compound curvature of a curve concave Westerly having a radius of 383.00 feet and a chord bearing of N11°55'48"W; thence Northerly along the arc of said curve through a central angle of 17°46'43" for a distance of 118.84 feet to the point of tangency; thence N20°49'09"W, 142.51 feet to the point of curvature of a curve concave Easterly having a radius of 287.00 feet and a chord bearing of N10°22'13"W; thence Northerly along the arc of said curve through a central angle of 20°53'53" for a distance of 104.68 feet to the point of tangency; thence N00°04'43"E, 210.14 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of N21°12'47"W; thence Northerly along the arc of said curve through a central angle of 42°35'00" for a distance of 18.58 feet to the point of reverse curvature of a curve concave Easterly having a radius of 66.00 feet and a chord bearing of N05°58'36"E; thence Northerly along the arc of said curve through a central angle of 96°57'45" for a distance

(SEE SHEET 11 FOR CONTINUATION)



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:

PULTE HOME CORPORATION

THE GROW
TEMPORARY ACCESS EASEMENT

DRAWN BY: MKS
DATE: 7/2023

CHECKED BY: RTS
DATE: 7/2023

JOB NO.
23578.006

SCALE
N/A

SHEET 10
OF 11

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
 SEE SHEET 8 FOR NOTES
 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION

(CONTINUED FROM SHEET 10)

of 111.69 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of N27°16'06"E; thence Northeasterly along the arc of said curve through a central angle of 54°22'45" for a distance of 23.73 feet to the point of tangency; thence N00°04'43"E, 80.30 feet to the point of curvature of a curve concave Westerly having a radius of 122.00 feet and a chord bearing of N15°37'01"W; thence Northerly along the arc of said curve through a central angle of 31°23'28" for a distance of 66.84 feet to the point of tangency; thence N31°18'45"W, 159.85 feet to the point of curvature of a curve concave Easterly having a radius of 228.00 feet and a chord bearing of N15°37'02"W; thence Northerly along the arc of said curve through a central angle of 31°23'24" for a distance of 124.91 feet to the point of tangency; thence N00°04'40"E, 82.07 feet to the point of curvature of a curve concave Easterly having a radius of 1028.00 feet and a chord bearing of N03°37'37"E; thence Northerly along the arc of said curve through a central angle of 07°05'54" for a distance of 127.36 feet to the point of tangency; thence N07°10'34"E, 180.83 feet to the point of curvature of a curve concave Westerly having a radius of 972.00 feet and a chord bearing of N12°21'41"W; thence Northerly along the arc of said curve through a central angle of 39°04'29" for a distance of 662.89 feet to the point of tangency; thence N31°53'55"W, 277.63 feet to the point of curvature of a curve concave Northeasterly having a radius of 1028.00 feet and a chord bearing of N24°17'07"W; thence Northwesterly along the arc of said curve through a central angle of 15°13'37" for a distance of 273.20 feet to the point of tangency; thence N16°40'18"W, 347.58 feet to the point of curvature of a curve concave Easterly having a radius of 228.00 feet and a chord bearing of N10°55'57"E; thence Northerly along the arc of said curve through a central angle of 55°12'29" for a distance of 219.69 feet to the point of tangency; thence N38°32'11"E, 294.82 feet to the point of curvature of a curve concave Southeasterly having a radius of 628.00 feet and a chord bearing of N46°50'16"E; thence Northeasterly along the arc of said curve through a central angle of 16°36'10" for a distance of 181.98 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 722.00 feet and a chord bearing of N40°23'31"E; thence Northeasterly along the arc of said curve through a central angle of 29°29'40" for a distance of 371.67 feet to the point of tangency; thence N25°38'41"E, 306.21 feet to the point of curvature of a curve concave Westerly having a radius of 572.00 feet and a chord bearing of N12°40'12"E; thence Northerly along the arc of said curve through a central angle of 25°56'57" for a distance of 259.06 feet to the point of tangency; thence N00°18'16"W, 110.37 feet to the point of curvature of a curve concave Southwesterly having a radius of 257.00 feet and a chord bearing of N24°12'11"W; thence Northwesterly along the arc of said curve through a central angle of 47°47'49" for a distance of 214.39 feet to the point of tangency; thence N48°06'05"W, 103.95 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet and a chord bearing of N73°48'51"W; thence Westerly along the arc of said curve through a central angle of 51°25'32" for a distance of 22.44 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 60.00 feet and a chord bearing of N41°21'26"W; thence Northwesterly along the arc of said curve through a central angle of 116°20'23" for a distance of 121.83 feet to the point of reverse curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of N11°36'16"W; thence Northerly along the arc of said curve through a central angle of 56°50'04" for a distance of 24.80 feet to the point of tangency; thence N40°01'19"W, 297.48 feet to the point of curvature of a curve concave Southwesterly having a radius of 128.50 feet and a chord bearing of N65°15'43"W; thence Northwesterly along the arc of said curve through a central angle of 50°28'49" for a distance of 113.21 feet to the point of tangency; thence S89°29'52"W, 1123.10 feet to the point of curvature of a curve concave Southerly having a radius of 458.50 feet and a chord bearing of S76°18'36"W; thence Westerly along the arc of said curve through a central angle of 26°22'32" for a distance of 211.07 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 37.50 feet and a chord bearing of S35°53'38"W; thence Southwesterly along the arc of said curve through a central angle of 54°27'23" for a distance of 35.64 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 54.00 feet and a chord bearing of S52°24'39"W; thence Southwesterly along the arc of said curve through a central angle of 87°29'24" for a distance of 82.46 feet to the point of reverse curvature of a curve concave Southerly having a radius of 32.00 feet and a chord bearing of S71°14'36"W; thence Westerly along the arc of said curve through a central angle of 49°49'29" for a distance of 27.83 feet to the point of compound curvature of a curve concave Easterly having a radius of 452.00 feet and a chord bearing of S21°50'35"W; thence Southerly along the arc of said curve through a central angle of 48°58'33" for a distance of 386.37 feet to the point of tangency; thence S02°38'42"E, 129.82 feet; thence S87°21'18"W, 56.00 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 11.387 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

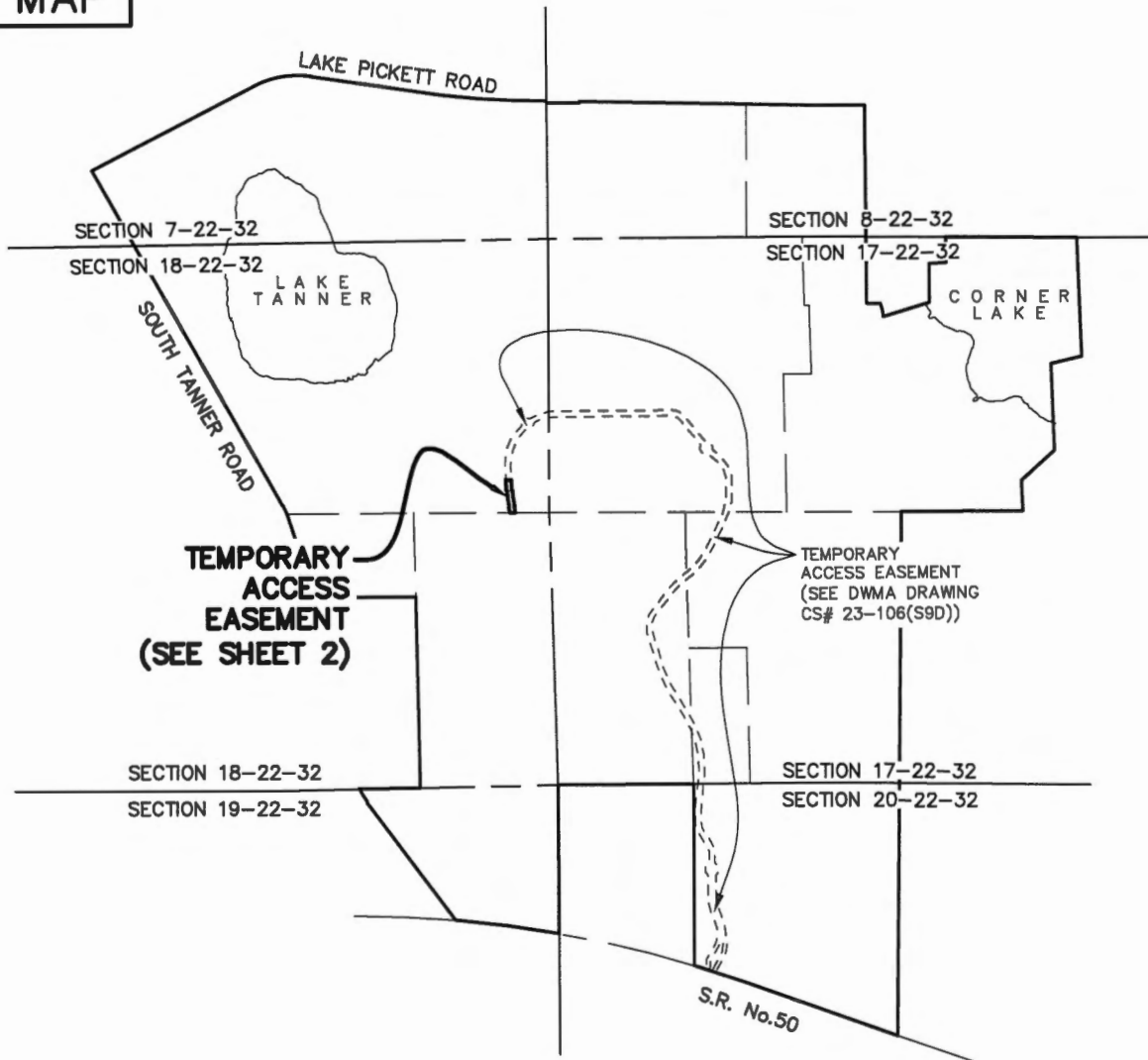
PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>11</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>

SKETCH OF DESCRIPTION

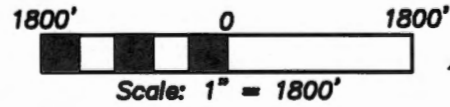
THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-056
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION

KEY MAP



LEGEND

- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- S.R. STATE ROAD
- SECTION 17-22-32 SECTION, TOWNSHIP, RANGE
- DWMA DONALD W. McINTOSH ASSOCIATES, INC.



PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT
 (BANKSVILLE OF FLORIDA, INC.)

DATE	BY	DESCRIPTION
REVISIONS		

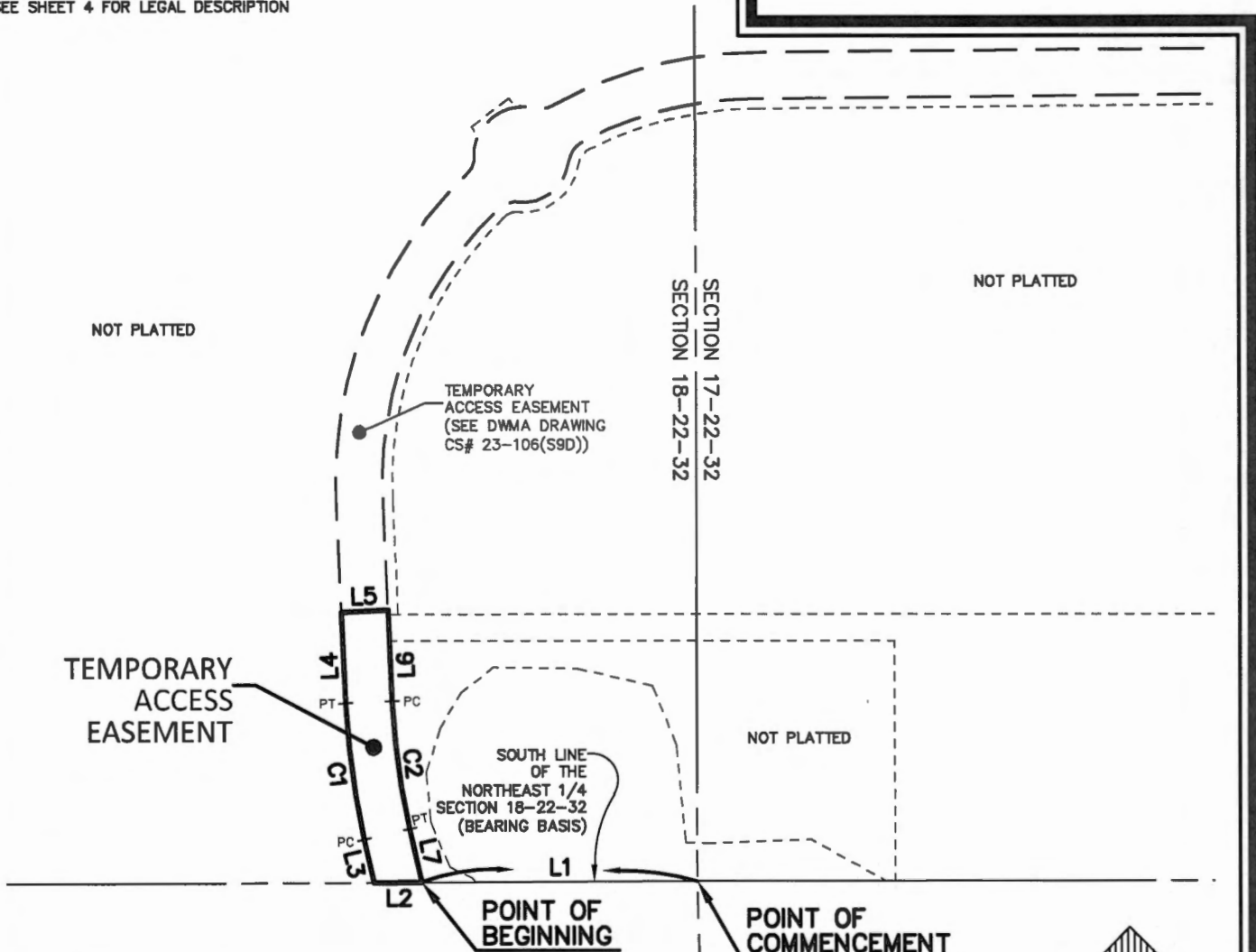
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: MKS	CHECKED BY: RTS	JOB NO. 23578.006	SCALE 1"=1800'	SHEET 1 OF 4
DATE: 7/2023	DATE: 7/2023			

DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68
Robert T Sears Digitally signed by Robert T Sears
 Date: 2023.09.27 13:50:08 -04'00'
 Robert "Tyler" Sears September 27, 2023
 Florida Professional Surveyor and Mapper
 Certificate No. 6950
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL,
 OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.),
 OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND
 MAPPER.

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
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 SEE SHEET 4 FOR LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°46'05"W	331.07'
L2	S89°46'05"W	57.37'
L3	N12°45'25"W	52.86'
L4	N02°38'42"W	108.82'
L5	N87°21'18"E	56.00'
L6	S02°38'42"E	108.82'
L7	S12°45'25"E	65.30'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	928.00'	10°06'43"	163.78'	163.57'	N07°42'03"W
C2	872.00'	10°06'43"	153.90'	153.70'	S07°42'03"E



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
 PULTE HOME CORPORATION

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>4</u>

THE GROW
 TEMPORARY ACCESS EASEMENT
 (BANKSVILLE OF FLORIDA, INC.)

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
DC PERMIT NUMBER: 22-E-055
SEE SHEET 1 FOR KEY MAP AND LEGEND
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR NOTES
SEE SHEET 4 FOR LEGAL DESCRIPTION

NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB58

PREPARED FOR:
PULTE HOME CORPORATION

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>3</u> OF <u>4</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			

THE GROW
TEMPORARY ACCESS EASEMENT
(BANKSVILLE OF FLORIDA, INC.)

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
OC PERMIT NUMBER: 22-E-055
SEE SHEET 1 FOR KEY MAP AND LEGEND
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR NOTES
SEE SHEET 4 FOR LEGAL DESCRIPTION

DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Section 18, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 18; thence S89°46'05"W along the South line of said Northeast 1/4 for a distance of 331.07 feet to the POINT OF BEGINNING; thence continue S89°46'05"W along said South line, 57.37 feet; thence departing said South line run N12°45'25"W, 52.86 feet to the point of curvature of a curve concave Easterly having a radius of 928.00 feet and a chord bearing of N07°42'03"W; thence Northerly along the arc of said curve through a central angle of 10°06'43" for a distance of 163.78 feet to the point of tangency; thence N02°38'42"W, 108.82 feet; thence N87°21'18"E, 56.00 feet; thence S02°38'42"E, 108.82 feet to the point of curvature of a curve concave Easterly having a radius of 872.00 feet and a chord bearing of S07°42'03"E; thence Southerly along the arc of said curve through a central angle of 10°06'43" for a distance of 153.90 feet to the point of tangency; thence S12°45'25"E, 65.30 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 0.42 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB6B

PREPARED FOR:
PULTE HOME CORPORATION

DRAWN BY: MKS
DATE: 7/2023

CHECKED BY: RTS
DATE: 7/2023

JOB NO.
23578.006

SCALE
N/A

SHEET 4
OF 4

THE GROW
TEMPORARY ACCESS EASEMENT
(BANKSVILLE OF FLORIDA, INC.)

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 24 2023

THIS IS A DONATION
Project: The Grow PD (APF Agreement)

STORMWATER POND EASEMENT

THIS INDENTURE, made as of the date signed below, between Banksville of Florida, Inc., a Florida corporation, whose address is 2665 South Bayshore Drive, Suite 220-81, Miami, Florida, 33133, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, inspect, construct, repair, replace, operate, maintain, and service, a stormwater retention pond ("**Stormwater Pond**") and appurtenant facilities ("**Said Facilities**") over, under, and upon the following lands as described in **Schedule "A" ("Easement Area")**

Property Appraiser's Parcel Identification Number:

a portion of 18-22-32-0000-00-001

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THIS EASEMENT is granted in fulfillment of GRANTOR'S obligations arising under that certain Adequate Public Facilities Agreement for The Grow PD (A/K/A Lake Pickett South) recorded on October 20, 2016, as Document No. 20160548840, Public Records of Orange County, Florida ("**APF Agreement**") and as provided in said APF Agreement is subject to the following:

1. This EASEMENT is for the benefit of only the School Site as defined in the APF Agreement and is for the purpose of the drainage, retention and detention of stormwater originating from the School Site assuming development of the School Site for its intended purpose as an elementary school.
2. This EASEMENT shall only grant to the GRANTEE the right to convey stormwater to the Stormwater Pond pursuant to and in compliance with any applicable permits or approvals issued by Orange County, Florida, the applicable water management district or other governmental authorities with jurisdiction over the School Site, or Easement Area.

GRANTOR shall have no obligation hereunder to construct the Stormwater Pond, or any portion thereof, or any lines, connections or related improvements and facilities necessary to cause the conveyance of such stormwater generated upon the School Site to the Stormwater Pond ("**Connection Facilities**"). GRANTOR shall have the right, however, to construct the Stormwater Pond, or any portion thereof, at such time, if any, as GRANTOR determines, in its sole discretion, that it needs the Stormwater

Project: The Grow PD (APF Agreement)

Pond or such portion thereof in connection with its development of GRANTOR's property that is the subject of the APF Agreement ("GRANTOR Property"). Any portion of the Stormwater Pond constructed by GRANTOR shall be constructed in such manner that takes into account the future use of the Stormwater Pond by GRANTEE as permitted herein, including, but not limited to, the future expansion of any portion of the Stormwater Pond constructed by GRANTOR to accommodate the use of the Stormwater Pond by GRANTEE. GRANTOR shall be responsible to plan, design, engineer and permit any portion of the Stormwater Pond that is constructed by GRANTOR, and GRANTOR shall be solely responsible to maintain, repair and replace such portions of the Stormwater Pond, and in each case shall be solely responsible for all costs and expenses incurred in connection therewith; in each case in conformity with the requirements of any and all applicable regulatory agencies. Prior to construction or expansion of any portion of the Stormwater Pond, and use thereof, GRANTOR shall provide to the GRANTEE a certification from the engineer of record for The Grow PD that the Easement Area /Stormwater Pond retains adequate buildout capacity to treat the stormwater generated upon the School Site and to be conveyed to the Stormwater Pond as permitted by this EASEMENT.

In the event that GRANTEE determines that it needs the Stormwater Pond constructed, or expanded after partial construction thereof by GRANTOR, GRANTEE shall be responsible to plan, design, engineer, permit and construct the Stormwater Pond, or such expansion, and all Connection Facilities, in each case in conformity with the requirements of any and all applicable regulatory agencies, and shall be responsible for all costs and expenses incurred in connection therewith.

Notwithstanding anything in the provisions of this EASEMENT to the contrary, GRANTOR shall have the right and power to reconfigure any portion of the Easement Area, or relocate the Easement Area as necessary in connection with its final engineering and permitting efforts associated with the GRANTOR Property; provided, however, that no such reconfiguration or relocation may have any materially adverse effect on GRANTEE, and in the event of such an adverse effect on GRANTEE, GRANTOR must obtain the consent or approval of GRANTEE prior to making such reconfiguration or relocation. GRANTOR shall be obligated to design, engineer and obtain all necessary permits or approvals for such reconfiguration or relocation and to pay all costs incurred in connection therewith. In order to effectuate such reconfiguration or relocation, GRANTOR and GRANTEE shall enter into and execute a formal amendment to this Easement which sets forth in detail the legal description of such reconfigured or relocated portion of the Easement Area and said amendment shall be recorded in the Public Records of Orange County, Florida at Grantor's expense.

GRANTOR shall be solely responsible to maintain, repair and replace the Stormwater Pond, or any portion thereof, constructed by GRANTEE, in each case in conformity with the requirements of any and all applicable regulatory agencies, and for the payment of all costs and expenses incurred in connection therewith. GRANTEE shall be solely responsible to maintain, repair and replace the Connection Facilities, in conformity with the requirements of any and all applicable regulatory agencies, and for the payment of all costs and expenses incurred in connection therewith.

Notwithstanding anything in the foregoing or elsewhere in this EASEMENT to the contrary, (i) GRANTOR's obligations to maintain, repair and replace the Stormwater Pond and pay the costs and expenses incurred in connection therewith may be assigned by GRANTOR to any homeowners or property owners association with jurisdiction over the GRANTOR Property ("**Association**"), reasonably acceptable to County, with the power, authority and obligation, under its governing documents to accept the assignment and assume such obligations, and upon such assignment to and assumption by the Association, GRANTOR shall be released from any and all obligations and liabilities hereunder, and (ii)

Project: The Grow PD (APF Agreement)

GRANTEE shall be responsible, at its sole cost and expense, for maintenance, repair or replacement of the Stormwater Pond made necessary due to (a) any negligent act or omission of GRANTEE, or of any contractor, agent or employee of the GRANTEE or (b) any failure by GRANTEE, or of any contractor, agent or employee of the GRANTEE, to comply with any applicable permits or approvals issued by Orange County, Florida, the applicable water management district or other governmental authorities with jurisdiction over the School Site or Easement Area, respectively.

THE ENTITY that constructs the Stormwater Pond, or any portion thereof, shall be entitled to use all material generated from such excavation and shall further be responsible for the proper removal and disposal of all such material generated from such excavation.

GRANTEE shall, at all times to the fullest extent permitted by law, indemnify, save, defend, and keep GRANTORS free and harmless from any and all damage or liability occasioned by any negligent act or omission of GRANTEE, or employee of GRANTEE acting within the scope of their employment for the GRANTEE, arising out of or in connection with GRANTEE's exercise of the easement rights granted herein. However, nothing contained herein shall constitute a waiver by GRANTEE of its sovereign immunity or the provisions of Florida Statute 768.28.

THE GRANTEE, its successors, and its assigns shall have the right to clear and keep clear all trees, undergrowth, buildings, utilities, structures, obstructions, obstacles, driveways, crops, landscaping other than sod or similar type of ground cover, and other impediments, which, in the opinion of GRANTEE, may endanger or interfere with the safe and efficient inspection, construction, repair, replacement, operation, maintenance, or service of Said Facilities within the Easement Area.

NO BUILDINGS, utilities, structures, obstructions, obstacles, driveways, crops, landscaping other than sod or similar type of ground cover, or impediments shall be located, constructed, excavated, or created within the Easement Area by GRANTOR, their heirs, successors and assigns.

THIS EASEMENT is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

GRANTEE may at any time increase its use of the easement, change the location of ditches, pipes, or other facilities within the boundaries of the easement, or modify the size of existing ditches, pipes, or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S heirs, successors, or assigns, provided GRANTEE does not expand its use of the easement beyond the easement boundaries described above.

GRANTOR and GRANTEE expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this easement, or the breach, enforcement, or interpretation of this easement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this easement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY

Project: The Grow PD (APF Agreement)

ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

SIGNATURE APPEARS ON FOLLOWING PAGE

Project: The Grow PD (APF Agreement)

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered
in the presence of:

Banksville of Florida, Inc., a Florida corporation

Witness



Sofia del Rivero

Printed Name

By:



David Martinez
President

Kami Lavin

Witness

Kamir Lavin

Printed Name

(Signature of TWO witnesses required by Florida law)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of October, 2023 by David Martinez, as President, of Banksville of Florida, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or has produced FL DL as identification.

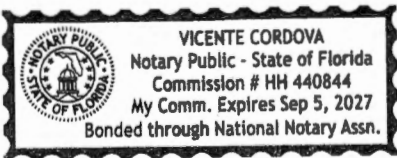
(Notary Seal)



Notary Signature

Vicente cordova

Printed Notary Name



Notary Public in and for the state of florida
County and State aforesaid county of Miami-Dade

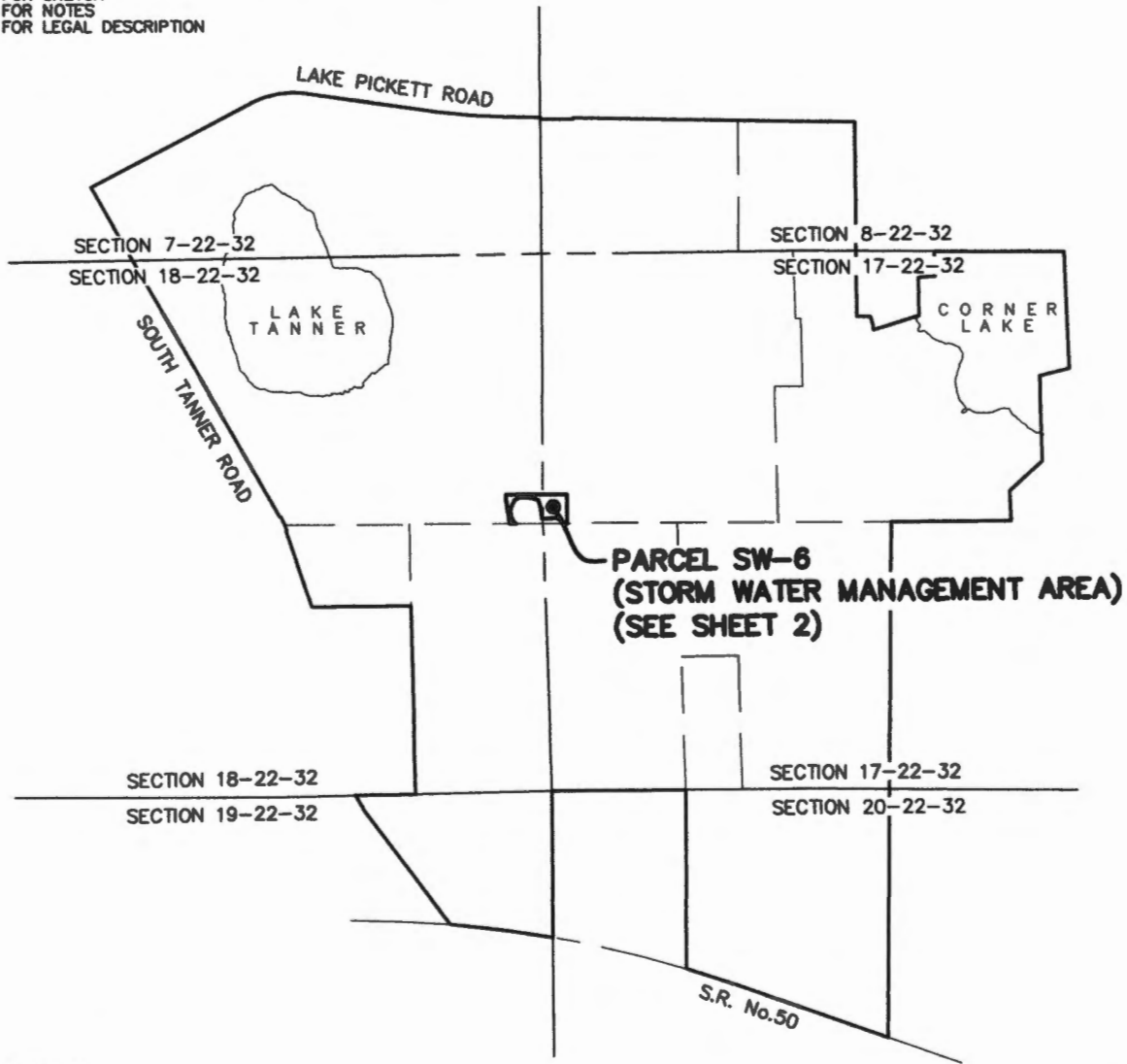
My commission expires September 5, 2027

This instrument prepared by:
E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

SKETCH OF DESCRIPTION

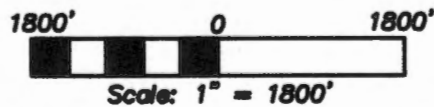
KEY MAP

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION



LEGEND

- APF ADEQUATE PUBLIC FACILITIES
- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- S.R. STATE ROAD
- SECTION 17-22-32 SECTION, TOWNSHIP, RANGE



PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 PARCEL SW-6 (STORM WATER MANAGEMENT AREA)

DATE	BY	DESCRIPTION
9/6/23	PH	ADDRESSED COUNTY COMMENTS
REVISIONS		



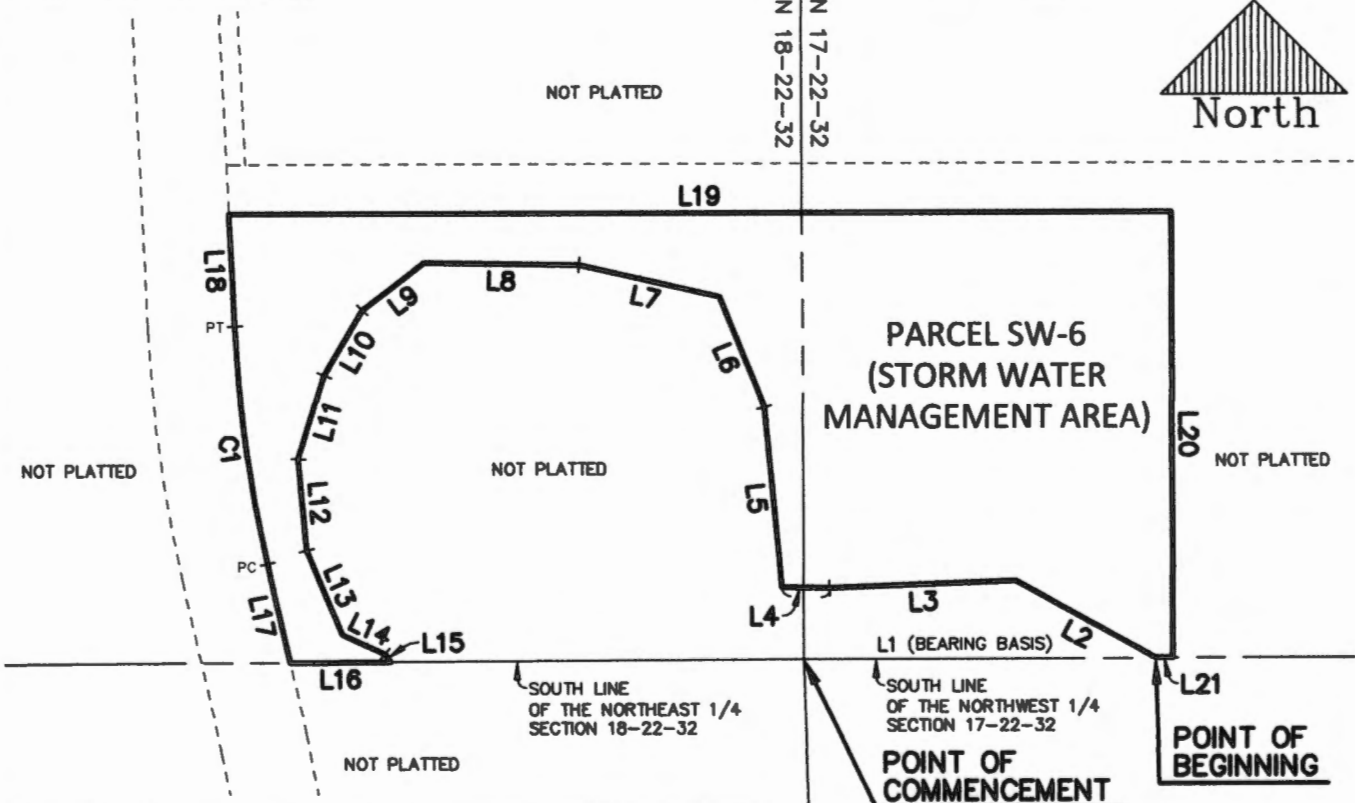
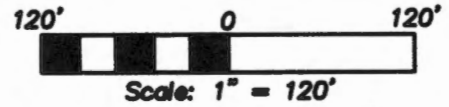
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68
Robert T Sears Digitally signed by Robert T Sears
 Date: 2023.09.07 14:38:34 -04'00'
 Robert "Tyler" Sears September 06, 2023
 Florida Professional Surveyor and Mapper
 Certificate No. 6950
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL,
 OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.),
 OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND
 MAPPER.

DRAWN BY: MKS	CHECKED BY: RTS	JOB NO. 23578.006	SCALE 1"=1800'	SHEET 1 OF 4
DATE: 7/2023	DATE: 7/2023			

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°54'55"E	226.25'
L2	N60°57'08"W	102.24'
L3	S87°52'51"W	120.25'
L4	N88°23'28"W	30.58'
L5	N05°27'15"W	116.09'
L6	N21°56'28"W	76.54'
L7	N77°09'24"W	92.92'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L8	N89°08'55"W	100.11'
L9	S52°31'59"W	49.80'
L10	S30°46'06"W	48.70'
L11	S17°25'12"W	56.00'
L12	S04°54'35"E	58.81'
L13	S23°07'42"E	59.08'
L14	S65°18'46"E	29.71'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L15	S37°01'29"E	6.59'
L16	S89°46'05"W	64.87'
L17	N12°45'25"W	65.30'
L18	N02°38'42"W	72.28'
L19	N89°59'35"E	606.42'
L20	S00°05'23"E	286.59'
L21	S89°54'55"W	11.20'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	872.00'	10°06'43"	153.90'	153.70'	N07°42'03"W



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
 PULTE HOME CORPORATION
 THE GROW
 PARCEL SW-6 (STORM WATER MANAGEMENT AREA)

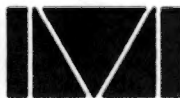
DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=120'</u>	SHEET <u>2</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION

NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:

PULTE HOME CORPORATION
 THE GROW
 PARCEL SW-6 (STORM WATER MANAGEMENT AREA)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.008</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION

DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Sections 17 and 18, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 17; thence N89°54'55"E along the South line of said Northwest 1/4 for a distance of 226.25 feet to the POINT OF BEGINNING; thence departing said South line run N60°57'08"W, 102.24 feet; thence S87°52'51"W, 120.25 feet; thence N88°23'28"W, 30.58 feet; thence N05°27'15"W, 116.09 feet; thence N21°56'28"W, 76.54 feet; thence N77°09'24"W, 92.92 feet; thence N89°08'55"W, 100.11 feet; thence S52°31'59"W, 49.80 feet; thence S30°46'06"W, 48.70 feet; thence S17°25'12"W, 56.00 feet; thence S04°54'35"E, 58.81 feet; thence S23°07'42"E, 59.08 feet; thence S65°18'46"E, 29.71 feet; thence S37°01'29"E, 6.59 feet to the South line of the Northeast 1/4 of aforesaid Section 18; thence S89°46'05"W along said South line, 64.87 feet; thence departing said South line run N12°45'25"W, 65.30 feet to the point of curvature of a curve concave Easterly having a radius of 872.00 feet and a chord bearing of N07°42'03"W; thence Northerly along the arc of said curve through a central angle of 10°06'43" for a distance of 153.90 feet to the point of tangency; thence N02°38'42"W, 72.28 feet; thence N89°59'35"E, 606.42 feet; thence S00°05'23"E, 286.59 feet to the aforesaid South line of the Northwest 1/4 of Section 17; thence S89°54'55"W along said South line, 11.20 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 2.10 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:

PULTE HOME CORPORATION
 THE GROW
 PARCEL SW-6 (STORM WATER MANAGEMENT AREA)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>4</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>4</u>

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 24 2023

Project: The Grow PD (APF Agreement)

NOTICE OF RESERVATION

ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HEREBY reserves an easement for drainage purposes in perpetuity on the following property:

SEE ATTACHED EXHIBIT "A"

a portion of

Property Appraiser's Identification No. 18-22-32-0000-00-001

ORANGE COUNTY shall retain its easement interest despite any transfer of fee title.

Dated at Orlando, Florida this OCT 24 2023.

IN WITNESS WHEREOF, the said COUNTY has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)



ORANGE COUNTY, FLORIDA
By Board of County Commissioners

BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

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

BY: *[Signature]*
Deputy Clerk

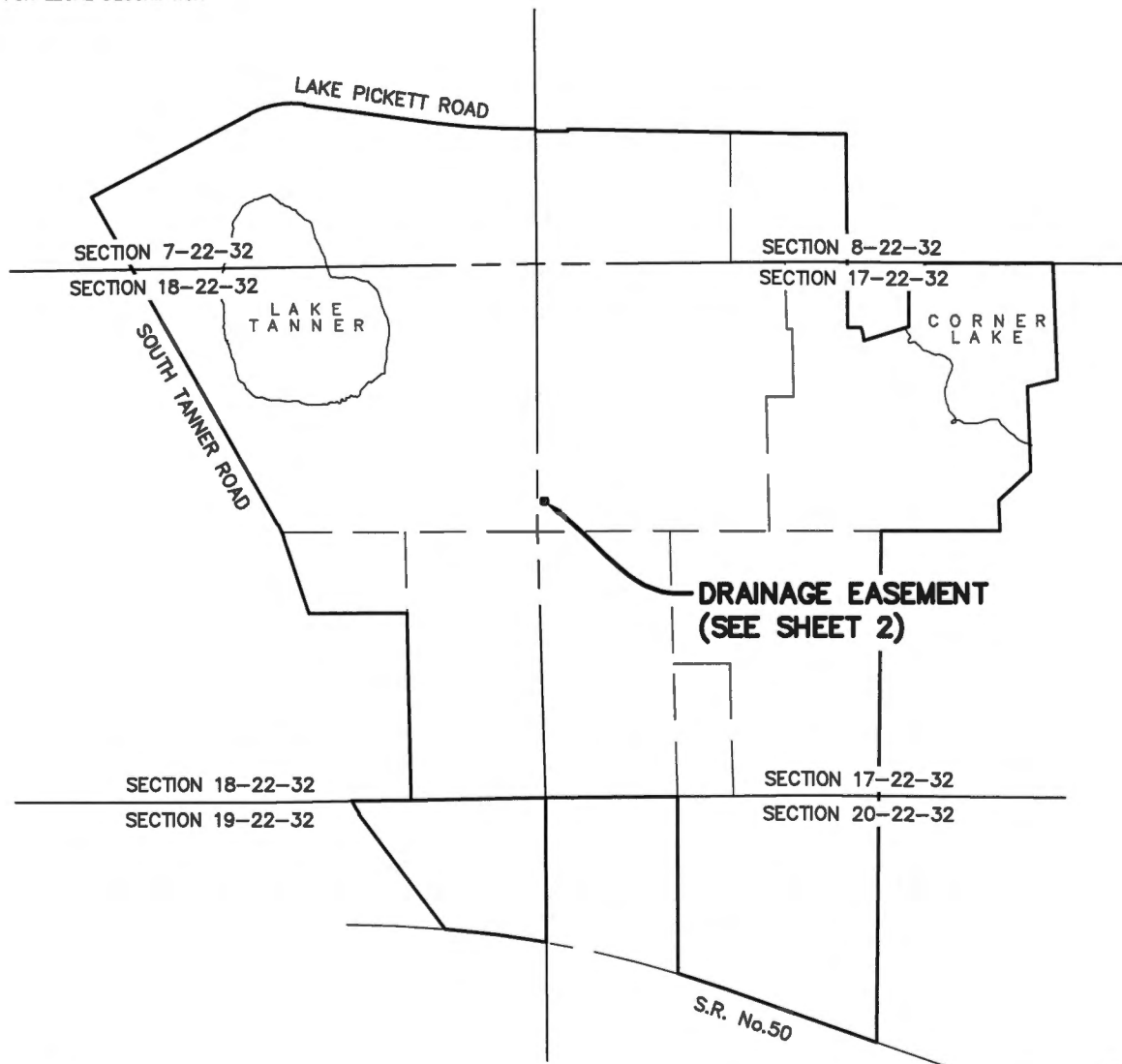
DAVID ROONEY
Printed Name

This instrument prepared by: Sara Solomon, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida, P. O. Box 1393, Orlando, Florida 32802-1393

SKETCH OF DESCRIPTION

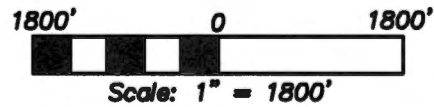
KEY MAP

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION



LEGEND

APF ADEQUATE PUBLIC FACILITIES
 L1 LINE NUMBER (SEE TABLE)
 S.R. STATE ROAD
 SECTION 17-22-32 SECTION, TOWNSHIP, RANGE



PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 DRAINAGE EASEMENT

9/7/23	RTS	ADDRESSED COUNTY COMMENTS
DATE	BY	DESCRIPTION
REVISIONS		

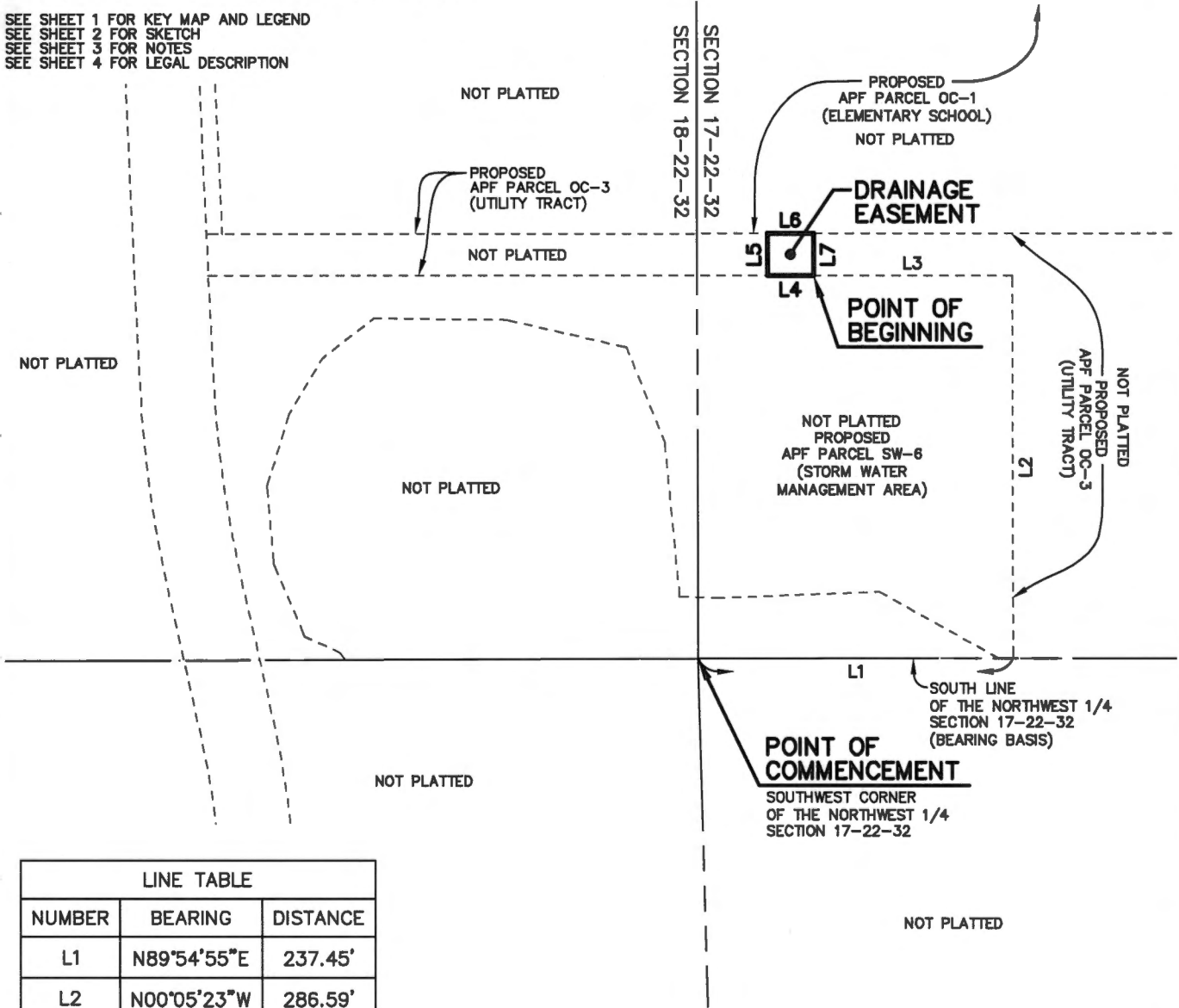
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68
 Digitally signed by Robert T Sears
 Date: 2023.09.07 14:51:14 -04'00'
 Robert "Tyler" Sears September 07, 2023
 Florida Professional Surveyor and Mapper
 Certificate No. 6950
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL,
 OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.),
 OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND
 MAPPER.

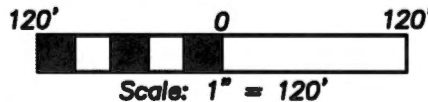
DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=1800'</u>	SHEET <u>1</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°54'55"E	237.45'
L2	N00°05'23"W	286.59'
L3	S89°59'35"W	149.35'
L4	S89°59'35"W	35.00'
L5	N00°00'41"W	31.50'
L6	N89°59'35"E	35.00'
L7	S00°00'41"E	31.50'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 DRAINAGE EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=120'</u>	SHEET <u>2</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION

NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 DRAINAGE EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR NOTES
SEE SHEET 4 FOR LEGAL DESCRIPTION

DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Section 17, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 17; thence N89°54'55"E along the South line of said Northwest 1/4 for a distance of 237.45 feet; thence departing said South line run N00°05'23"W, 286.59 feet; thence S89°59'35"W, 149.35 feet to the POINT OF BEGINNING; thence S89°59'35"W, 35.00 feet; thence N00°00'41"W, 31.50 feet; thence N89°59'35"E, 35.00 feet; thence S00°00'41"E, 31.50 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 0.03 acres (1103 square feet) more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:

PULTE HOME CORPORATION
THE GROW
DRAINAGE EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>4</u> OF <u>4</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			

REQUEST FOR FUNDS

Date: September 29, 2023

Approval Type: BCC

District #: 5

Project: The Grow PD (APF Agreement)

Parcel #: N/A

Total Amount: \$ 201,000.00

Charge to Account #: 4420-038-1483-0038-6110

Controlling Agency: Utilities

Lindy A. Wolfe Digitally signed by Lindy A. Wolfe Date: 2023.10.03 12:36:20 -04'00'

Wayne McCoy Digitally signed by Wayne McCoy Date: 2023.10.03 10:55:20 -04'00'

Controlling Agency Approval Signature

Fiscal Approval Signature

Lindy Wolfe, Engineering Div. Mgr 10/03/2023

Wayne McCoy, Financial Advisor 10/03/2023

Controlling Agency Name/Title Date

Fiscal Name/Title Date

TYPE OF TRANSACTION N/A

Other- See Special Instructions

DOCUMENTATION ATTACHED

- Contract/ Agreement
Copy of Executed Instruments
Copy of Unexecuted Instruments

- Certificate of Value
Settlement Analysis
Other Adequate Public Facilities Agreement

PAYABLE TO:

Banksville of Florida, Inc

NAME, ADDRESS, FEIN, ITEM, AND AMOUNT. (No Social Security No.)

Banksville of Florida, Inc
2665 S. Bayshore Drive, Suite 220-81
Miami, Florida 33133

EIN: 65-0213667

SPECIAL INSTRUCTIONS:

Per Section 3(e)(iii) of the attached APF Agreement: the amount for purchase of the property was a predetermined price. It also requires it to be payable by wire transfer of immediately available funds simultaneous with the closing of the conveyance.

REM CONTACT:

Sara Solomon @836-8105 sara.solomon@ocfl.net

Recommended by:

Sara Solomon Digitally signed by Sara Solomon Date: 2023.09.29 15:05:17 -04'00'

Sara Solomon/Sr. Title Examiner 9/29/2023

Print Name/Title Date

Payment Approved By:

Nemesie Esteves Digitally signed by Nemesie Esteves Date: 2023.10.03 12:54:24 -04'00'

Nemesie Esteves Assistant Manager 10/3/2023

Print Name/Title Date

Certified approved by BCC:

for Deputy Clerk to the Board

OCT 24 2023

Date



This instrument prepared by and after recording return to:

Robert M. Poppell, Esquire
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, FL 32801

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: September 20, 2016

Project: Lake Pickett South (a/k/a The Grow) (RAC)

Tax Parcel I.D. No(s):

18-22-32-0000-00-025
17-22-32-0000-00-002
20-22-32-0000-00-002
18-22-32-0000-00-001
19-22-32-0000-00-001
08-22-32-0000-00-005

DOC# 20160548840
10/20/2016 08:54:16 AM Page 1 of 28
Rec Fee: \$239.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: AKERMAN SENTERFITT AND EI



**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR THE GROW PD (A/K/A LAKE PICKETT SOUTH)**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR THE GROW PD (A/K/A LAKE PICKETT SOUTH) (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and among BANKSVILLE OF FLORIDA, INC., a Florida corporation whose mailing address is 2665 South Bayshore Drive, Suite 220-81, Miami, FL 33133 ("Banksville"), NIVESA OF FLORIDA, INC., a Florida corporation whose mailing address is 2665 South Bayshore Drive, Suite 220-81, Miami, FL 33133 ("Nivesa"), NEW IDEAS INCORPORATED, a Florida corporation, whose mailing address is 1512 S. Roosevelt Blvd., Key West, Florida 33040 ("New Ideas"), MARGOT H. LOPEZ, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982, whose mailing address is 1512 S. Roosevelt Blvd., Key West, Florida 33040 ("Lopez Trust") (Banksville, Nivesa, New Ideas and Lopez Trust are sometimes hereinafter referred to individually as an "Owner" and collectively as the "Owners" and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County"). The Owners and County may sometimes be referred to collectively as the "Parties." THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 ("School Board") and AMERICAN LAND INVESTMENTS OF ORANGE COUNTY, LLC, a Florida limited liability company ("ALIOC") have joined and consented to the execution of this Agreement for the purposes and upon the terms expressly set forth herein and in the attached Joinder and Consent instruments.

RECITALS:

APF Agreement, The Grow PD/RP
Banksville of Florida, et. al., 2016

A. Owners are the fee simple owners of certain real property located in Orange County, Florida, as more particularly described in Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by this reference (collectively, the "PD Property" or "The Grow PD").

B. The Owners are working cooperatively in connection with the planning of, and obtaining governmental approvals for, development of the PD Property for a project generally known and referred to for planning purposes as "Lake Pickett South" or the "LPS" project and, in this regard, have filed with the County that certain Future Land Use Map Amendment Application – Amendment #2015-2-A-5-1 (the "FLUM Amendment"), being considered for adoption by the Board of County Commissioners ("BCC") as of even date herewith.

C. The execution of this Agreement by the Owners and recording of same in the Public Records is required by pending County Comprehensive Plan FLU 6.9.2, being considered for adoption by the BCC as of even date herewith. This Agreement and its terms are substantially similar in form and substance to APF agreements and APF requirements as such are described in Article XIV, Chapter 30, Orange County Code, as may be amended (the "APF Ordinance").

D. Owner desires to develop the PD Property in accordance with The Grow PD Regulating Plan ("The Grow PD/RP"), submitted by Owners to County, and with the PD zoning application on file with County.

E. In connection with its consideration of the approval of The Grow PD and The Grow PD/RP, County has requested, and Owners have agreed, that Owners will plan for, reserve and convey to County certain real property designated by the Parties as adequate public facilities ("APF"), upon the terms and conditions as are set forth in this Agreement.

F. It is the intent of the Parties that County will consider approval of The Grow PD and The Grow PD/RP with its consideration of this Agreement.

G. As more particularly described herein, the APF will include land for an elementary school, thereby creating the need for the rights and related obligations accruing to the benefit of School Board as more specifically set forth in Paragraph 6 of this Agreement and for the joinder and consent of School Board attached hereto.

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

AGREEMENT

APF Agreement, The Grow PD/RP
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1. Recitals. The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.

2. Conveyance of APF Land by Owners. Owners shall convey land for APF ("APF Lands") as follows:

a) Road right-of-way:
Lake Pickett Road As depicted in The Grow PD/RP – estimated
3.05 acres

It is contemplated that wider right-of-way may be required in some locations, such as at intersections, to facilitate traffic movement.

b) School:
Elementary School 13 acres (together with the 2 acre stormwater
easement parcel described in Paragraph 3(d)
below)

c) Park:
Park Site 20 acres

d) Utility
Reclaimed Water Storage and 3 acres
Re-Pump Facility

The APF Lands identified in clauses (a) through (d) above are referred to herein as the "Road Right-of-Way," "School Site," "Park Site," and "Reclaimed Water Storage and Re-Pump Facility," respectively, and are sometimes referred to herein individually as an "APF Parcel."

As described in Paragraphs 4 and 5 below, the size and location of the 3-acre APF tract for Reclaimed Water Storage and Re-Pump Facility within The Grow PD is approximate and it shall be conveyed to the County prior to approval of the first construction plan set within The Grow PD, with the dimensions and location of the tract finalized prior to approval of the first Preliminary Subdivision Plan or Development Plan within The Grow PD. The tract shall have a minimum width of 300 feet and be located no more than 1,000 feet from a public road, with a 30-

APF Agreement, The Grow PD/RP
Banksville of Florida, et. al., 2016

foot minimum width utility and access easement or tract connection to public right-of-way, if necessary, as determined by the County. The tract and easement/tract connection shall have an elevation above the 100 year flood plain, be located outside of wetlands (or with the impacts to existing wetlands mitigated as set forth in Paragraph 3(b) below), and shall be exclusive of easements and buffers.

3. **Conveyance Procedure.** The conveyance of the APF Lands shall be by general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. The Owners shall convey, or cause to be conveyed, the APF Lands to County, pursuant to the procedures and requirements of this Agreement. The Owners shall pay, or cause to be paid, all costs associated with the conveyance of the APF Parcel to the County, including all recording fees and documentary stamps related to such conveyance(s). Ad valorem taxes in connection with the conveyance of an APF Parcel shall be prorated as of the date of transfer of title to the County and said prorated amount shall be paid, or caused to be paid, by the Owners to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by the Owner for the year of conveyance.

a) **Title Policy.** No less than thirty (30) days prior to conveyance, the Owners shall deliver, or cause to be delivered, to County, at Owners sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the proposed insured for the APF Lands (the "Title Commitment"). Owners shall deliver, or cause to be delivered, the original Owner's Policies of Title Insurance (respectively, a "Title Policy" and collectively, the "Title Policies") to County within thirty (30) days after the conveyance of the APF Lands to County. The Title Policy shall include an endorsement insuring the contiguity of the School Site to the 2 acre stormwater easement parcel described in Paragraph 3(d) below. The Title Policy shall also show that the APF Lands, as well as the stormwater easement parcel described in Paragraph 3(d) below, are not subject to assessments or control by any Community Development District or Homeowners or Property Owners Association. The School Site shall, however, be encumbered by the utility and access easement in favor of the County and benefitting the Reclaimed Water Storage and Re-Pump Facility, as provided in Paragraph 2 above and as depicted in The Grow PD/RP.

b) **Environmental Audit; Due Diligence.** No less than sixty (60) days prior to conveyance, Owners shall submit, or cause to be submitted, to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Lands. Each Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event a Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owners shall

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Banksville of Florida, et. al., 2016

submit, or cause to be submitted, to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the APF Lands, one of the following events shall occur: (i) the Owners shall remediate, or cause to be remediated, the subject APF Parcel to County's satisfaction, prior to the conveyance; or (ii) the Parties shall negotiate and enter into a separate agreement, on mutually acceptable terms, whereby the Owners shall pay the full cost of remediation of the subject APF Parcel; or (iii) County may terminate this Agreement, at its option.

The Owners shall perform, or cause to be performed, such other due diligence actions of the type that are usually and customarily performed in connection with real estate conveyances of this type, including but not limited to geotechnical studies, wetland delineations, surveys, and wildlife studies, at no cost to County, as may reasonably be requested by the County. The Parties acknowledge and agree that the APF Lands contain wetland(s) that shall be mitigated by the Owners prior to conveyance to County, in compliance with all applicable laws, rules, and ordinances of any applicable governmental authority with jurisdiction thereover, so that the APF Lands may each be used for their intended APF purpose. Notwithstanding anything in the foregoing seemingly to the contrary, the Parties agree that there shall be no obligation on the Owners to mitigate impacts to wetlands on the Road Right-of-Way, and County acknowledges that there may be gopher tortoises present at the APF Lands, but agrees to take title to the APF Lands subject to the potential presence of such gopher tortoises without any obligation on Owners to mitigate any future impact to such gopher tortoises.

c) **Compliance with Section 286.23, Florida Statutes.** The Owners shall execute and deliver, or cause to be executed and delivered, to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

d) **Easements.** In addition to the conveyance of the respective APF Lands as contemplated in this Agreement, the Owners shall grant, or cause to be granted, at no cost to County and in accordance with County conveyance procedures, the following easements in favor of County, as follows. The benefit of any easements intended to benefit the School Site shall run with title to the School Site.

At the time of conveyance of the School Site to the County, the Owners shall grant, or cause to be granted, in favor of County a non-exclusive perpetual easement, in form acceptable to County, over the two (2) acre portion of the Property intended to contain the pond located adjacent to the southern boundary of the School Site, as graphically depicted in The Grow PD/RP, for the off-site retention and detention (water quality treatment) of stormwater generated upon the School Site, assuming development of the School Site for its intended purpose of being developed by School Board with an elementary school. The Owner of the School Site shall obtain water management district confirmation and obtain a certification from the project engineer for The

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Banksville of Florida, et. al., 2016

Grow PD, to be confirmed by County and an engineer for the School Board, that the pond has capacity to treat stormwater not otherwise retained on the School Site in connection with School Board's design and construction of a prototype elementary school acceptable to School Board. The easement shall further provide that the Owner of the School Site, or such homeowners or property owners association as may be formed by such Owner, reasonably acceptable to County, shall be perpetually responsible for the maintenance and proper function of the pond, all at no cost or expense to County, now or in the future; provided, however, that the County agrees to exercise the stormwater easement rights in compliance with all applicable laws, rules, regulations and ordinances and shall be responsible for any maintenance or repairs necessitated by any failure by County to comply with said laws, rules, regulations, and ordinances or by the acts of negligence of County or its agents or employees.

If, at the time of conveyance of the Park Site to the County there does not exist a public road providing access to the Park Site, the Owners shall grant, or cause to be granted, to County a temporary access easement, in form acceptable to County, over such portion of the Property as is reasonably acceptable to both the County and the Owners, providing to County the right to construct a temporary access road to the Park Site and to use such temporary road for construction access and public access to the Park Site, which easement shall terminate upon conveyance or dedication of public access to the Park Site.

If, at the time of conveyance of the School Site to the County there does not exist a public road providing access to the School Site, the Owners shall grant, or cause to be granted, to County a temporary access easement, in form acceptable to County, over such portion of the Property as is reasonably acceptable to the Parties, providing to County the right to access the School Site, which easement shall terminate upon conveyance or dedication of public access to the School Site.

e) **Additional Conveyance Requirements.** In connection with the conveyance of the APF Lands, the Owners shall (i) submit, or cause to be submitted, a Certificate of Non-Foreign Status confirming that the grantor is not a foreign person or entity for purposes of U.S. income taxation in compliance with Section 1445 of the Internal Revenue Code; (ii) submit, or cause to be submitted, such partial releases, satisfactions or other instruments necessary to release or remove any outstanding mortgages, liens, encumbrances or other matters which would prevent the utilization of the APF Parcel for the intended APF purpose and (iii) submit, or cause to be submitted, a sworn affidavit confirming that there are no liens, encumbrances, agreements, deed restrictions or other matters affecting title to the APF Parcel which would prevent utilization of such APF Parcel by County for the APF purpose.

f) **Negotiated Price of conveyed lands.** The negotiated price of the APF Lands has been determined in accordance with Chapter 23 of the Orange County Code.

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(i) The Parties agree that the negotiated price of the Park Site is one million three hundred forty thousand and 00/100 dollars (\$1,340,000.00). This total results from an agreed-upon negotiated price of sixty-seven thousand and 00/100 dollars (\$67,000.00) for each acre or fraction thereof, and a total of 20 acres. Promptly upon County's final acceptance of conveyance of the Park Site, County shall credit on its books to the park impact fee credit account of the Owner of the Park Site, for purposes of Chapter 23 of the Orange County Code, as amended, park impact fee credits in the amount of such aforementioned negotiated price of the Park Site.

(ii) The Parties agree that the School Board's agreed-upon fair market value of the School Site, upon completion of all access, utility and mitigation improvements required pursuant to Section 4 of the "CEA" (defined below) is \$58,000.00 for each acre or fraction thereof. However, the Parties acknowledge that at the time of conveyance of the School Site hereunder the aforescribed access, utility and mitigation improvements will likely not be complete, and, therefore, the value of the School Site will be paid to the Owner of the School Site in two (2) installments, as follows: (i) promptly upon School Board's final acceptance of conveyance of the School Site, County shall credit on its books to the school impact fee credit account of the Owner of the School Site, for purposes of Chapter 23 of the Orange County Code, as amended, school impact fee credits in the amount of \$28,000.00 for each acre or fraction thereof of the School Site, which amount results from School Board's agreed-upon fair market value of the School Site prior to completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA, and (ii) promptly upon completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA, County shall credit on its books to the school impact fee credit account of the Owner of the School Site, for purposes of Chapter 23 of the Orange County Code, as amended, additional school impact fee credits in the amount of \$30,000.00 for each acre or fraction thereof, which amount represents the difference in the School Board's agreed-upon fair market value of the School Site before and after completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA.

(iii) The Parties agree that the negotiated price of the Reclaimed Water Storage and Re-Pump Facility, is two hundred one thousand and 00/100 dollars (\$201,000.00). This total results from an agreed-upon negotiated price of sixty-seven thousand and 00/100 dollars (\$67,000.00) for each acre or fraction thereof, and a total of 3 acres, payable by wire transfer of immediately available funds simultaneous with the closing of the conveyance.

(iv) Owners and County agree that there shall be no consideration payable by County for the conveyance of the Right-of-Way.

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Notwithstanding anything in the foregoing seemingly to the contrary, to the extent that the Owner that is the beneficiary of the park or school impact fee credit accounts described above pays park or school impact fees to the County in connection with the development of the PD Property and there is thereafter a credit balance in either of the park or school impact fee credit accounts described above, then upon reasonable request and in compliance with the Orange County Code and its usual procedures, the County shall refund such park or school impact fees, respectively, to such Owner (or to such person or entity to whom the Owner expressly may assign the right to receive such refund) and shall make deduction from the appropriate park or school impact fee credit account in the amount of any such refund. The foregoing is intended to satisfy the requirements of Section 23-189 of the County Code that there be an agreement with the County that provides for a refund of previously paid impact fees.

4. Refinement of Size and Location of APF Lands. The size and location of the APF Lands as depicted on The Grow PD/RP is approximate, although the final size and location shall be substantially similar to that shown on The Grow PD/RP. The dimensions and locations for a particular APF Parcel shall be finalized by the Parties prior to County approval of the first Preliminary Subdivision Plan or Development Plan ("PSP" or "DP") within The Grow PD, and shall be in full compliance with this Agreement. **The Parties agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.**

5. Timing for Conveyance to County/Continuing Occupancy by Owners Prior to Use by County. Conveyance of the APF Lands shall be defined as submittal of all conveyance documents, approval by the BCC, and recordation of the deed(s). Owners and County have agreed that Owners shall convey the APF Lands pursuant to the following schedule:

a) with respect to the Park Site, the conveyance to County will occur after final, non-appealable approval of The Grow PD and (i) in conjunction with, but prior to, the approval and recording of the first plat of any parcel within The Grow PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

b) with respect to the School Site, assuming satisfaction of the applicable "School Conditions to Conveyance" (described below), the conveyance to County will occur after final, non-appealable approval of The Grow PD and (i) in conjunction with, but prior to, the approval and recording of the first plat of any parcel within The Grow PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

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c) with respect to the Reclaimed Water Storage and Re-Pump Facility, the conveyance to the County will occur after final, non-appealable approval of The Grow PD and (i) prior to approval of the first construction plan set within The Grow PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

d) with respect to the Road Right-of-Way, the conveyances to the County will occur after final, non-appealable approval of The Grow PD and (i) in conjunction with, but prior to, the approval and recording of the plats of Parcels T2-1 and T2-2, with the portions of the Road Right-of-Way adjacent to each such Parcel being conveyed prior to the approval of the plat for each such Parcel, respectively, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyances (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

With respect to the APF Lands, Owners shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of their officers and employees, and agree to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against any and all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, Owners shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Owners, their officers, employees, agents, and/or representatives, arising out of their activities related to the APF Lands. In addition, without limiting the foregoing, in the event that any act or omission of Owners, their officers, employees, agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law, the Owners shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and expenses expended by County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Owners shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which

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they become aware that may result in a claim for damages, or that occurs as a result of Owners' activities related to the APF Lands.

Each respective Owner shall be liable for the indemnification and hold harmless obligations set forth in the immediately preceding paragraph only with respect to the acts or omissions of its officers, employees, agents, and/or representatives. Notwithstanding anything seemingly to the contrary elsewhere in this Agreement, successor provisions regarding such indemnification are not intended to, nor shall they, be applicable to any individual owner of a single-family home for which a certificate of occupancy has been issued by County.

In the event that any of the above occurs, County may refuse to accept conveyance of the impacted APF Parcel and Owners may be required to pay an APF fee in lieu of conveyance or to convey alternative APF Lands acceptable to County. Notwithstanding anything seemingly to the contrary above in this Paragraph 5, the Parties acknowledge and agree that satisfaction of Owners' APF conveyance obligations must take place prior to County approval of the initial plat for any parcel within The Grow PD.

6. OCPS Interest in School Parcel. The Parties acknowledge that the Owners and School Board are parties to a School Mitigation Agreement for Capacity Enhancement OC-16-006 executed concurrently with this Agreement which imposes additional obligations upon the Owners in connection with the proposed conveyance of the School Site (the "CEA"), addressing, among other things, School Board's right to conduct its desired due diligence into the acceptability of the School Site for its APF purpose and imposing various obligations upon the Owners in connection with the conveyance and development of the School Site. With respect to the School Site and the rights and obligations of the School Board, in the event of any conflicts between the terms and provisions of this Agreement and the terms and provisions of the CEA, the terms and provisions of the CEA shall control. It shall be a condition precedent to conveyance of the School Site to County, and to County's and School Board's obligation to accept the conveyance of the School Site, that Owners shall be in compliance with the CEA at the time of the conveyance of the School Site to the County (the "**School Conditions to Conveyance**").

Upon reasonable request of the School Board the County will convey the School Site to the School Board. The School Board shall make the foregoing request for conveyance from the County no later than upon Owners' commencement of residential infrastructure improvements on any portion of the Property and delivery of written notice thereof from Owners to School Board. Notwithstanding anything in the foregoing seemingly to the contrary, upon reasonable advance written notice from School Board to the Parties, the Owners will, at such time as is otherwise required elsewhere in this Agreement, convey, or cause to be conveyed, the School Site directly to the School Board. In the event that the School Site is to be conveyed directly to the School Board, then the notice referenced in clause (ii) of Paragraph 5(b) may come from School Board.

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In the event that the School Site is to be conveyed directly to the School Board, then the Title Commitment shall be endorsed, prior to conveyance, to name School Board as the proposed insured for the School Site, and the Title Policy for the School Site shall be issued to School Board.

In recognition of the intent that the School Site ultimately be conveyed to the School Board, the Parties hereby agree that (i) a copy of the Title Commitment and Title Policy pertaining to the School Site shall be delivered to School Board when delivered to County, (ii) School Board shall be entitled to participate in the final determination of the dimensions and location of the School Site pursuant to Paragraph 4 above, and (iii) the School Board may also conduct such due diligence with respect to the School Site as is required by applicable School Board policies, including, but not limited to, geotechnical studies, wetland delineations, surveys and wildlife studies, and that School Board may reasonably enter upon the School Site as and to the extent reasonably required to conduct such due diligence, pursuant to a right of entry from County. All such due diligence efforts by School Board shall be at School Board's sole cost and expense. Copies of any Phase I or Phase II environmental audits received with respect to the School Site shall be provided to School Board, and, as part of the School Conditions to Conveyance, School Board shall have the right to review and approve the results of the environmental audits, or any decisions reached pursuant to clauses (i) thru (iii) of Paragraph 3(b) above regarding the School Site.

Any easements intended to benefit the School Site shall run with title to the School Site, and shall be in form acceptable to County and School Board, and, if the School Site is to be conveyed directly to School Board as provided above, shall name School Board as the beneficiary, rather than County.

7. Recording. Within thirty (30) days of the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owners' expense

8. Limitation of Remedies. The Parties expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

a) Limitations on County's Remedies. Upon any failure by an Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or

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- (ii) the right to set off, against any amounts of impact fees to be credited in favor of Owners under this Agreement, (A) any amounts due to County from Owners under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owners, but which Owners have failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with The Grow/the LPS Project/Lake Pickett South and/or the PD Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the APF Lands or any portion of the PD Property as County may lawfully elect.

b) Limitations on Owners' Remedies. Upon any failure by County to perform its obligations under this Agreement, Owners shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owners; or
- (iv) any combination of the foregoing.

The Parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and burden of the Parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

10. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

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11. **Notices.** Any notice delivered with respect to this 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.

COUNTY: Orange County, Florida, c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393

With copies to: Orange County Community, Environmental,
and Development Services Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393

Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8070

Orange County Utilities Department
Director of Utilities
9150 Curry Ford Road
Orlando, Florida 32825

OWNERS: Banksville of Florida, Inc./Nivesa of Florida, Inc.
2665 South Bayshore Drive, Suite 220-81
Miami, Florida, 33133
Attention: David Martinez

New Ideas Incorporated/Chris-Anna Trust
1512 S. Roosevelt Blvd
Key West, Florida 33040
Attention: Margot H. Lopez

With a Copy to: American Land Investments of Orange County, LLC
Attn: Dwight Saathoff

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7575 Dr. Phillips Boulevard, Suite 265
Orlando, Florida 32819

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

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

12. Disclaimer of Third Party Beneficiaries. Except as specifically set forth herein to the contrary, this Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

13. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

14. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

15. Attorney Fees. Each party to this Agreement agrees to bear its own attorney and other legal fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

16. Survival. The obligations of this Agreement shall survive the conveyance of the APF Lands to County.

17. Amendments. No amendment, modification, or other change to this Agreement

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shall be binding upon the Parties unless in writing and formally executed in the same manner as this Agreement.

18. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.

19. Counterparts. This Agreement may be executed in up to six (6) counterparts, all of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing any such counterpart.

20. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

21. Joinder and Consent by American Land. American Land Investments of Orange County, LLC, a Florida limited liability company ("ALIOC") is a contract vendee with rights to acquire certain portions of the Property owned by New Ideas and the Lopez Trust. By signing the Joinder and Consent attached to this Agreement, ALIOC, for itself and on behalf of any successor in interest that may acquire such portion of the Property, hereby consents to the conveyance of the APF Lands as provided in the this Agreement and agrees to be bound by all of the terms and conditions of this Agreement, in the event of such acquisition by ALIOC or such affiliate.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

"COUNTY"



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
TJ Orange County Mayor

Date: 9.21.16

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Craig A. Stepyra*
for Deputy Clerk

Print Name: Craig A. Stepyra

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WITNESSES:

"BANKSVILLE "

BANKSVILLE OF FLORIDA, INC.,
a Florida corporation

[Signature]
Print Name: MARIA FERRERES
[Signature]
Print Name: Angel Rodriguez

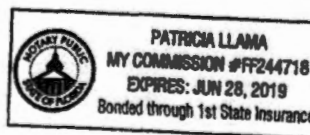
By: [Signature]
Name: DAVID MARTINEZ
Title: PRESIDENT
Date: 5-31-16

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me by David Martinez, the President of Banksville of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2016. He is personally known to me or has produced as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of May, 2016.

[Signature]
Notary Public
Print Name: Patricia Llana
My Commission Expires: June 28, 2019



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WITNESSES:

"NIVESA "

NIVESA OF FLORIDA, INC., a
Florida corporation

[Signature]
Print Name: Maria Herrera
[Signature]
Print Name: Angel Rodriguez

[Signature]
By: _____
Name: DAVID MARTINEZ
Title: PRESIDENT
Date: 5-31-16

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me by David Martinez, the President of Nivesa of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2016. He is personally known to me or has produced _____ as identification and did ~~did~~ not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of May, 2016.

[Signature]
Notary Public
Print Name: Patricia Llama
My Commission Expires: June 28, 2019



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WITNESSES:

"NEW IDEAS"

NEW IDEAS INCORPORATED, a
Florida corporation

[Signature]
Print Name: Maria Garcia
[Signature]
Print Name: Nicole Laboy

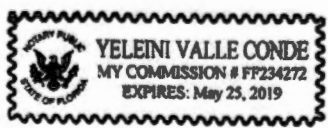
By: Margot H Lopez
Name: MARGOT H LOPEZ
Title: owner President
Date: 6-1-16

STATE OF FLORIDA
COUNTY OF MONTE

The foregoing instrument was acknowledged before me by Margot H. Lopez as ~~owner~~ President of New Ideas Incorporated, a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 1st day of JUNE, 2016. She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of JUNE, 2016.

[Signature]
Notary Public
Print Name: Yekeini Valle
My Commission Expires: May 25, 2019



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WITNESSES:

"LOPEZ TRUST"

Maria Garcia
Print Name: Maria Garcia
Nicole Laboy
Print Name: Nicole Laboy

By: Margot H Lopez
Margot H. Lopez, as Successor Trustee of
the Chris-Anna Irrevocable Trust under
Trust Agreement dated September 1, 1982
Date: 6-1-16

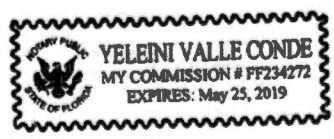
STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me by Margot H. Lopez, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982, on behalf of the trust, who is known by me to be the person described herein and who executed the foregoing, this 1st day of JUN, 2016. She is personally known to me or has produced _____ as identification and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of JUNE, 2016.

[Signature]

Notary Public



Print Name: Yeleini Valle
My Commission Expires: May 25, 2019

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JOINDER AND CONSENT OF SCHOOL BOARD

The School Board Of Orange County, Florida, a body corporate and political subdivision of the State of Florida, for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby joins in and consents to the Agreement as a "joinder" party for the limited purpose of acknowledging the terms pertaining to the School Site as set forth in the provisions of Paragraph 6 thereof, which shall be the only terms of the Agreement which will run with title to the land in connection with School Board's future acquisition of title to the School Site. Nothing in the Agreement or School Board's execution of the Agreement as a joinder party shall be deemed to modify, alter or vary the terms of the CEA and the terms of the CEA shall control in the event that there is any conflict between the terms of the CEA and this Agreement.

Signed, witnessed, executed and acknowledged on this 21st day of JULY, 2016.

Signed, sealed and delivered in the Presence of:

"SCHOOL BOARD"

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

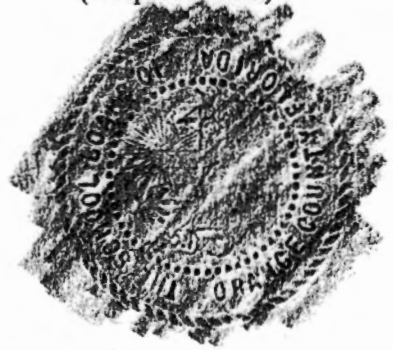
Joseph Murga
Print Name: Joseph Murga
Nancy L. Conover
Print Name: Nancy L. Conover
Edwina A. Melendez
Print Name: Edwina A. Melendez
Nancy L. Conover
Print Name: Nancy L. Conover

By: William E. Sublette
William E. Sublette, Chairman

Date: 7/21, 2016

Attest: Barbara M. Jenkins
Barbara M. Jenkins, as Its Secretary and Superintendent

{Corporate Seal}



Approved as to form and legality by the Office of the General Counsel to the School Board of Orange County, Florida this 21 day of July, 2016 for its exclusive use and reliance.

Laura L. Kelly
Laura L. Kelly, Esq., Staff Attorney III and Executive Officer of Real Estate

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JOINDER AND CONSENT OF ALIOC

American Land Investments of Orange County, LLC, a Florida limited liability company ("ALIOC"), as a contract vendee with rights to acquire certain portions of the Property owned by New Ideas and the Lopez Trust, for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby joins in and consents to the Agreement to which this Joinder and Consent is attached and to the conveyance of the APF Lands as provided in the Agreement. Further, ALIOC for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby agrees to be bound by all of the terms and conditions of the Agreement, in the event of such acquisition by ALIOC or such affiliate and only in such event.

Signed, witnessed, executed and acknowledged on this 31st day of May, 2016.

WITNESSES:

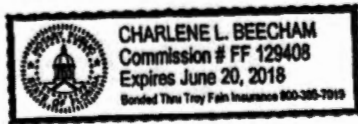
Pauline D. McNally
Print Name: Pauline D. McNally
Charlene L. Beecham
Print Name: Charlene L. Beecham

AMERICAN LAND INVESTMENTS OF
ORANGE COUNTY, LLC, a Florida limited
liability company

By: DWIGHT SROTHOFF
Name: DWIGHT SROTHOFF
Title: Manager
Date: May 31, 2016

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on May 31, 2016, personally appeared Dwight Srothoff as manager of AMERICAN LAND INVESTMENTS OF ORANGE COUNTY, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or _____ has produced _____ as identification, and who acknowledged that he/she signed the above instrument as his/her free and voluntary act.



Charlene L. Beecham
Notary Public
Charlene L. Beecham
Name Printed, Typed or Stamped
Certificate No. FF 129408

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Exhibit "A"

**Legal Description and Sketch of
Description for the PD Property
[4 Pages Follow]**

Banksville Property:

Orange County Tax Parcel Nos.: 18-22-32-0000-00-001 & 19-22-32-0000-00-001

That portion of the Northeast 1/4 of Section 19, Township 22 South,
Range 32 East, Orange County, Florida, lying Northerly of the North
right of way line of State Road 50 and Easterly of the East right of
way line of South Tanner Road,

AND

That part of Section 7, lying South of State Road 420 and East of South Tanner
Road;

That part of W-1/2 of SW-1/4 and W-1/2 of E-1/2 of SW-1/4 of Section 8, lying
South of State Road 420;

The N-1/2 of NW-1/4 (LESS East 100 feet of NE-1/4 of NE-1/4 of NW-1/4, LESS
East 50 feet of the SE-1/4 of NE-1/4 of NW-1/4); SW-1/4 of NW-1/4; The West
3/4 of SE-1/4, of NW-1/4; and Section 17;

That part of N-1/2 of Section 18, lying East of South Tanner Road; all being
Township 22 South, Range 32 East, Orange County, Florida.

Nivesa Property:

Orange County Tax Parcel No.: 08-22-32-0000-00-005

SW 1/4 OF SE 1/4 & E 1/2 OF SE 1/4 OF SW 1/4 (LESS BEG SE COR OF SEC RUN W 1303.93 FT FOR POB
RUN N 1285.95 FT W 350.25 FT TH S 1143.84 FT S 41 DEG E TO SEC LINE TH E TO POB) & (LESS
PT LYING IN FOLLOWING DESC COMM NE COR OF SEC 17 TH W 1303.93 FT TO SE COR OF

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SW ¼ OF SE ¼ OF SEC 8 TH N 1285.95 FT W 320.25 FT TO POB TH S 1143.85 FT S 41 DEG E 277.47 FT S 230.41 FT S 11 DEG E 382.39 FT W 573.85 FT N 1934.65 FT E 430.03 FT TO POB) IN SEC 08-22-32 & IN SEC 17-22-32 THE E ¼ OF SE ¼ OF NW ¼ & E 100 FT OF NE ¼ OF NE ¼ OF NW ¼ & E 50 FT OF SE ¼ OF NE ¼ OF NW ¼ & NE ¼ (LESS BEG 1159.16 FT S OF NE COR RUN S 77 DEG W 306.06 FT S 847.72 FT S 48 DEG W 439.09 FT S TO S LINE OF NE ¼ E TO E ¼ COR N 1507.64 FT TO POB) & (LESS THAT PART LYING IN THE FOLLOWING DESC - BEG NE COR OF SEC RUN W 1303.93 FT FOR POB TH S 252.02 FT N 41 DEG W TO A POINT ON SEC LINE RUN E TO POB) & (LESS PT LYING IN FOLLOWING DESC COMM NE COR OF SEC 17 TH W 1303.93 FT TO SE COR OF SW ¼ OF SE ¼ OF SEC 8 TH N 1285.95 FT W 320.25 FT TO POB TH S 1143.85 FT S 41 DEG E 277.47 FT S 230.41 FT S 11 DEG E 382.39 FT W 573.85 FT N 1934.65 FT E 430.03 FT TO POB) & (LESS COMM NE COR OF SEC TH RUN W 1303.93 FT TO NE COR OF NW ¼ OF NE ¼ TH S 252.02 FT S 87 DEG W 166.52 FT FOR POB TH S 380.22 FT W 40 FT N 11 DEG W 382.39 FT N 87 DEG E 112.22 FT TO POB) SEE 3537/712

New Ideas Property:

Orange County Tax Parcel Nos.: 18-22-32-0000-00-025 & 20-22-32-0000-00-002

PARCEL 1:

Being that portion of the North Half of the East Three Quarters of Section 20, Township 22 South, Range 32 East, Orange County, Florida, lying Northerly of State Road No. 50 and Westerly of the Northerly projection of and also the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida.

TOGETHER WITH the Westerly 562.84 feet of the Southeast Quarter of the Southwest Quarter of Section 17, Township 22 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Begin at the Northwest corner of the Northeast Quarter of Section 20, Township 22 South, Range 32 East, Orange County, Florida, run South 89 degrees 22 minutes 44 seconds East, along the North line of said Northeast Quarter a distance of 695.13 feet to a Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida; thence run South 00 degrees 44 minutes 03 seconds West along said Northerly projection and said East line 2463.98 feet to the Northerly right of way line of State Road No. 50; thence run North 70 degrees 30 minutes 20 seconds West along said right of way line 1594.81 feet to the point of curvature of a curve concave Southerly having a radius of 11559.2 feet; thence run Northwesterly along the arc of said curve and said Northerly right of way line 518.99 feet through a central angle of 02 degrees 34 minutes 21 seconds to the West line of the East Half of the Northwest Quarter of said Section 20; thence run North 00 degrees 02 minutes 54 seconds East along said West line 1772.16 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 17, Township 22 South, Range 32 East; thence run North 01 degrees 20 minutes 07 seconds West 1326.31 feet to the Northwest corner of said Southeast Quarter of Southwest Quarter of Section 17; thence run North 89 degrees 56 minutes 54 seconds East along the North line of said Southeast Quarter of the Southwest Quarter a distance of 562.98 feet; thence run South 01 degrees 20 minutes 07 seconds East along the East line of the West 562.84 feet of said Southeast Quarter of the Southwest Quarter of Section 17 a distance of 1326.80 feet to the North line of aforesaid Section 20; thence run North 89 degrees 47 minutes 38 seconds East along said North line 768.40 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that certain 25 foot right of way identified as Western Parkway on EAST COVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida.

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TOGETHER WITH

PARCEL 2:

That portion of the South Half of the East Three Quarters of Section 17, Township 22 South, Range 32 East, Orange County, Florida, lying Westerly of a Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida, LESS the West 562.84 feet of the Southeast Quarter of the Southwest Quarter of said Section 17; subject to a Florida Power Corporation Easement, more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of Section 17, Township 22 South, Range 32 East, Orange County, Florida, run thence South 89 degrees 47 minutes 38 seconds West along the South line of said Southwest Quarter a distance of 768.40 feet to the East line of the West 562.84 feet of the Southeast Quarter of the Southwest Quarter of Section 17; thence run North 01 degrees 20 minutes 07 seconds West along said East line 1326.80 feet to the North line of said Southeast Quarter of the Southwest Quarter of Section 17; thence run South 89 degrees 56 minutes 54 seconds West along said North line 562.98 feet to the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 17; thence run North 01 degrees 20 minutes 07 seconds West 1328.31 feet to the Northwest corner of said Northeast Quarter of the Southwest Quarter of Section 17; thence run South 89 degrees 53 minutes 51 seconds East, 1334.74 feet to the center of said Section 17; thence continue South 89 degrees 53 minutes 51 seconds East along the North line of the South Half of said Section 17, a distance of 787.62 feet to the Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida; thence run South 00 degrees 44 minutes 03 seconds West along said projection line 2655.07 feet to a point on the South line of said Section 17 situated 695.13 feet South 89 degrees 22 minutes 44 seconds East from the POINT OF BEGINNING; thence run North 89 degrees 22 minutes 44 seconds West along said South line of Section 17, a distance of 695.13 feet to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL 3:

A part of the Northwest 1/4 of the Southeast 1/4 lying East of South Tanner Road in Section 18, Township 22 South, Range 32 East, Orange County, Florida, described as:

Commence at the Northwest corner of the Southeast 1/4 of said Section 18, run thence South 89°55'33" East along the North line of said Southeast 1/4, a distance of 81.57 feet to the Easterly right-of-way line of South Tanner Road and for a Point of Beginning; continue thence South 89°55'33" East, a distance of 1250.77 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 18; thence South 00°36'52" East along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 18, a distance of 817.26 feet; thence North 89°55'33" West, a distance of 990.50 feet to the Easterly right-of-way line of South Tanner Road; thence North 18°02'57" West along said Easterly line, a distance of 798.98 feet to a point of curvature of a curve concave Southwesterly, having a radius of 764.65 feet; run thence Northwesterly along the arc of said curve, through a central angle of 04°37'39", a distance of 61.76 feet to the Point of Beginning.

APF Agreement, The Grow PD/RP
Banksville of Florida, et. al., 2016

Lopez Trust Property:

Orange County Tax Parcel No.: 17-22-32-0000-00-002

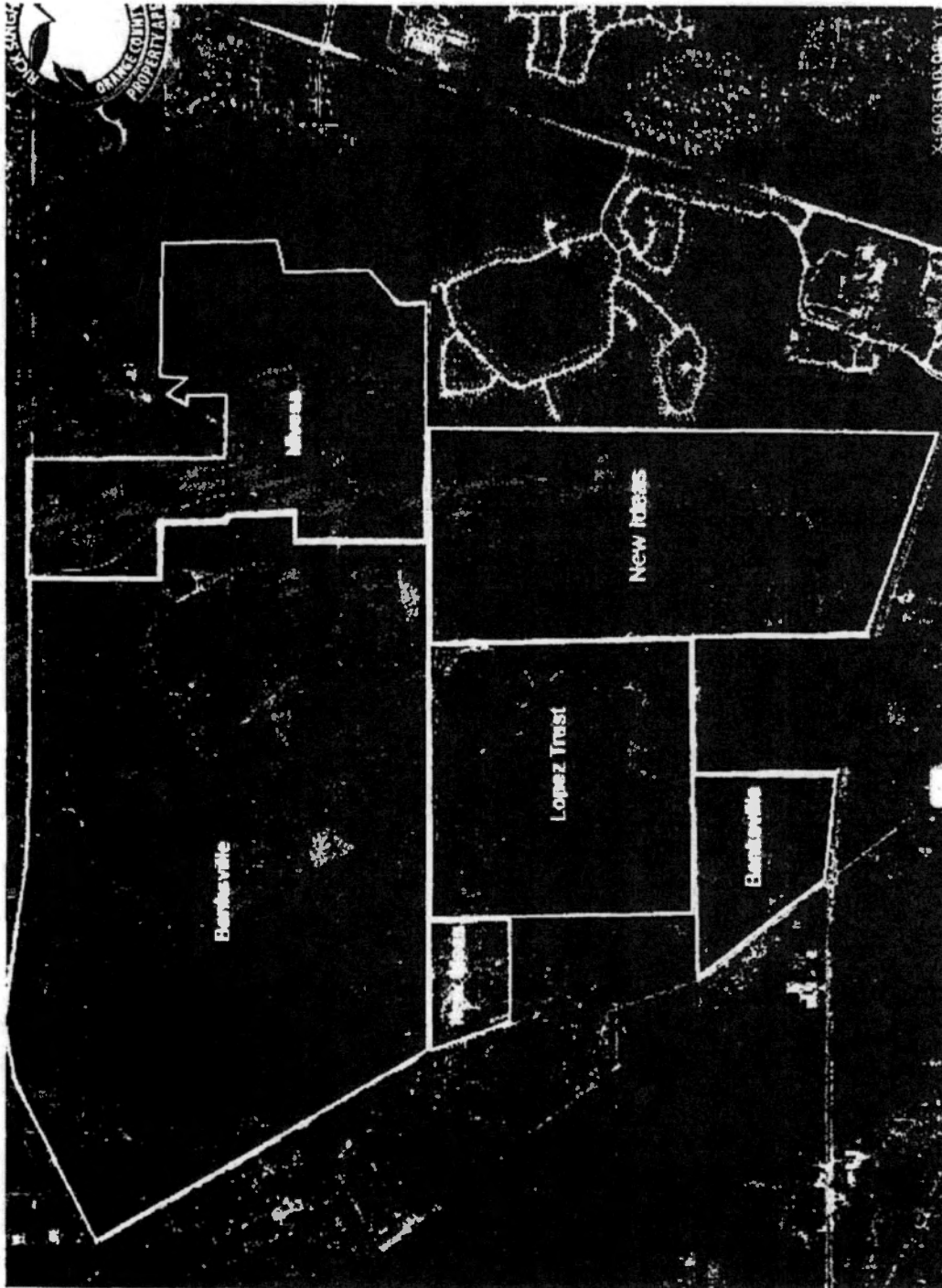
The West 1/2 of the Southwest 1/4 of Section 17, Township 22 South, Range 32 East, Orange County, Florida, AND the East 1/2 of the Southeast 1/4 of Section 18, Township 22 South, Range 32 East, Orange County, Florida.

APF Agreement, The Grow PD/RP
Banksville of Florida, et. al., 2016

Exhibit "B"
Project Area Location Map

See Attached 1 Page

APF Agreement, The Grow PD/R?
Banksville of Florida, et. al., 2016



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Project: The Grow PD (APF Agreement)
 Parcel No(s): 18-22-32-0000-00-001
 Name of Owner(s): Banksville of Florida, Inc
 Page No.: 1

SETTLEMENT ANALYSIS

Pre-Condemnation
 Not Under Threat

County's Value Per APF Agreement

The Grow PD (APF Agreement)	
Land: 3 acres – Utility Tract	
Adequate Public Facilities Agreement Doc #20160548840	\$201,000.00

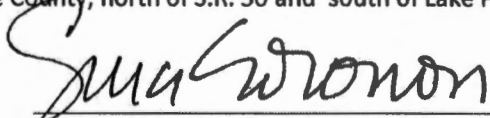
County

The Adequate Public Facilities Agreement Document #20160548840 was approved on September 20, 2016 by the Board of County Commissioners. In connection with the approval for The Grow PD and The Grow PD/RP, County requested, and Owners agreed, that the Owners will plan for, reserve and convey to County certain real property designated by the Parties as adequate public facilities.

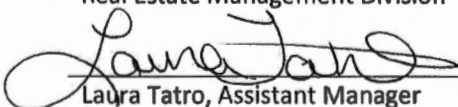
The Agreement lists a Utility Tract (3 acres) for reclaimed water storage and a Re-pump facility. Section 3(e)(iii) of the agreement states that the parties to the agreement negotiated a price for the Reclaimed Water and Re-Pump Facility (Utility Tract) of \$201,000, (\$67,000 per acre), payable by wire transfer of immediately available funds simultaneous with the closing of the conveyance.

The agreement requires that the Utility Tract be conveyed to the County prior to the approval of the first construction plan set within The Grow PD.

The subject property, Parcel ID. Number 18-22-32-0000-00-001 is located in the northeast section of unincorporated Orange County, north of S.R. 50 and south of Lake Pickett Road.

Recommended by:  Date: 10/2/23
 Sara Solomon, Senior Title Examiner
 Real Estate Management Division

Recommended by:  Date: 10/2/23
 Nemesie Esteves, Assistant Manager
 Real Estate Management Division

Approved by:  Date: 10 | 02 | 2023
 Laura Tatro, Assistant Manager
 Utilities, Engineering Division

Project: The Grow PD (APF Agreement)
 Parcel No(s): 18-22-32-0000-00-001
 Name of Owner(s): Banksville of Florida, Inc
 Page No.: 1

SETTLEMENT ANALYSIS

 Pre-Condemnation
 x Not Under Threat

County's Value Per APF Agreement

The Grow PD (APF Agreement)	
Land: 3 acres – Utility Tract	
Adequate Public Facilities Agreement Doc #20160548840	\$201,000.00

County

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Recommended by: Sara Solomon Date: 10/2/23
 Sara Solomon, Senior Title Examiner
 Real Estate Management Division

Recommended by: Nemesie Esteves Date: 10/2/23
 Nemesie Esteves, Assistant Manager
 Real Estate Management Division

Approved by: Laura Tatro Date: 10 | 02 | 2023
 Laura Tatro, Assistant Manager
 Utilities, Engineering Division