

# **Orange County Government**

Orange County Administration Center 201 S Rosalind Ave. Orlando, FL 32802-1393

## Legislation Text

File #: 25-203, Version: 1

#### **Interoffice Memorandum**

**DATE:** January 21, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Mindy T. Cummings, Manager

FROM: Sara Solomon, Senior Title Examiner

**CONTACT:** Mindy T. Cummings, Manager

PHONE: 407-836-7090

**DIVISION:** Real Estate Management Division

### **ACTION REQUESTED:**

Approval and execution of Third Drainage Easement Modification and Partial Release of Easement by and among Orange County, Universal City Development Partners, Ltd., and Housing for Tomorrow Corp.; Partial Release of Drainage Easement by and between Orange County and Housing for Tomorrow Corp.; Partial Release of Drainage and Access Easement by and between Orange County and Housing for Tomorrow Corp.; and authorization to record instruments for Catchlight Crossings. District 6. (Real Estate Management Division)

**PROJECT:** Catchlight Crossings

**PURPOSE:** To provide for access, construction, operation, and maintenance of drainage and sewer facilities in connection with development.

### ITEM:

Third Drainage Easement Modification and Partial Release of Easement

Revenue: Donation

Released size: .882 acres Modified size: .695 acres

Partial Release of Drainage Easement

Revenue: Donation

Released size: .013 acres

### File #: 25-203, Version: 1

Partial Release of Drainage and Access Easement

Revenue: Donation

Released size: .653 acres

**BUDGET: NA** 

**REVENUE: NA** 

FUNDS: NA

#### APPROVALS:

Real Estate Management Division
Public Works Department - Development Engineering Division

**REMARKS:** The Board approved Case CDR 22-02-054 on October 25, 2022. Condition of Approval #10 requires all easements in conflict with proposed vertical construction must be vacated and/or modified with suitable replacement easements prior to vertical permit issuance. This action allows for modification and release of certain easement areas to unencumber those areas and allow for the vertical construction of the affordable housing development, Catchlight Crossings. Developer to pay recording costs.

### **RECITALS**

- A. County and Universal City Property Management Company III, a Delaware corporation ("UCPMC") entered into that certain "Drainage and Easement Modification Agreement" dated May 2, 2000, and recorded on May 24, 2000, in Official Records Book 6009, Page 1671, of the Public Records of Orange County, Florida (the "Original Easement").
- B. The Original Easement was subsequently amended by: (i) that certain "First Addendum to Drainage and Easement Modification Agreement" dated December 19, 2000, and recorded on December 28, 2000, in Official Records Book 6159, Page 1936, of the Public Records of Orange County, Florida (the "First Addendum"); (ii) that certain "Second Addendum to Drainage and Easement Modification Agreement" dated November 29, 2005, and recorded on December 30, 2005, in Official Records Book 8396, Page 4773, of the Public Records of Orange County, Florida (the "Second Addendum"); (iii) that certain "Drainage Easement Modification" dated January 15, 2008, and recorded on January 18, 2008, in Official Records Book 9571, Page 2672, of the Public Records of Orange County, Florida (the "First Modification"); and (iv) that certain "Second Drainage Easement Modification" dated October 19, 2023, and recorded on October 23, 2023, under Document Number 20230614265, of the Public Records of Orange County, Florida (the "Second Modification").
- C. Satisfaction, completion and implementation of certain provisions of the Original Easement, as amended, has been evidenced of record by: (i) that certain "Design Engineer's Certificate of Completion" dated May 31, 2000, and recorded on June 1, 2000, in Official Records Book 6013, Page 1399, of the Public Records of Orange County, Florida (the "Phase I Certificate"); and (ii) that certain "Design Engineer's Certificate of Completion" dated December 28, 2000, and recorded on December 29, 2000, in Official Records Book 6160 Page 4607, of the Public Records of Orange County, Florida (the "Phase II Certificate").
- D. The Original Easement, as amended by the First Addendum, the Second Addendum, the First Modification, and the Second Modification, and as affected by the Phase I Certificate and the Phase II Certificate, are hereinafter, collectively referred to as the "Amended Agreement".
- E. Pursuant to the Phase I Certificate, the Design Engineer (as defined in the Phase I Certificate) certified that the improvements associated with Phase I of the New Drainage System (as defined in the Original Easement) had been completed and that, as a result, (i) the Released Easement Areas (as defined in the Original Easement) were thus released from any and all rights of County as specified in the "Existing Easements" (as defined in the Original Easement) and the Original Easement, and (ii) the "New Easement Property" (as defined in the Phase I Certificate) was thus subject to the Original Easement.
- F. In accordance with permits and approvals issued by County prior to the Third Modification Effective Date (including Permit 22-E-154 and Case CDR-22-02-054) (collectively, "Permits and Approvals"), portions of the UCPMC Property (as defined in the Amended Agreement) are currently being developed. As a condition of approval to such Permits and Approvals it is necessary that the Amended Agreement be modified: (i) to release from the lien and encumbrance of the Amended Agreement those two (2) portions of the New Easement

Property and the "New Over Canal" (as defined in the Amended Agreement) described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Third Released Easement Areas are no longer required as a result of drainage facility modifications being made in connection with such development activities—(collectively, the "Drainage Modifications"); and (ii) to substitute, in replacement of the Third Released Easement Areas, the easement areas described on Exhibit B-1 and Exhibit B-2, each attached hereto and made a part hereof, (collectively, the "Third Modification Substitute Easement Areas") which Third Modification Substitute Easement Areas are now required as a result of the Drainage Modifications.

- G. Section 5(C) of the Original Easement provides, in part, that "UCPMC shall have the right to modify, alter, reconfigure, realign and otherwise relocate any part or all of the New Over Canal or New Drainage System, on the UCPMC Property or any portion of the UCPMC Master Drainage System" in accordance with the terms and provisions set forth in the Amended Agreement.
- H. Section 15 of the Original Easement provides in part, that "No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby and County, UCDP, and HFTC (collectively, the "Parties") are the only persons, entities, and/or individuals to be bound by this Third Modification.
- I. As of the Third Modification Effective Date, County remains the sole holder of the rights, privileges, easements, and interests granted to County by the Amended Agreement.
- J. Section 12 of the Original Easement provides that "All of the provisions herein shall inure to the benefit of the Parties hereto and their successors and interests in title."
- K. UCDP and HFTC are successors-in-interest to UCPMC as to the Amended Agreement, and, as of the Third Modification Effective Date, are collectively the sole owners in fee simple of both the Third Released Easement Areas and the Third Modification Substitute Easement Areas, with UCDP being the owner of the southeastern/smaller of the two Third Released Easement Areas and the Third Modification Substitute Easement Area described on **Exhibit B-1**, and HFTC being the owner of the northwestern/larger of the two Third Released Easement Areas and the Third Modification Substitute Easement Area described on **Exhibit B-2**.
- L. The Parties desire to enter into this Third Modification for the purposes of releasing the Third Released Easement Areas from the lien and encumbrance of the Amended Agreement, substituting the Third Modification Substitute Easement Areas in replacement of the Third Released Easement Areas, and setting forth such other amendments to the Amended Agreement as set forth herein.
- **NOW, THEREFORE**, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:
- 1. Recitals; Exhibits; Definitions. The recitals set forth above are true and correct and are incorporated hereby by this reference. The exhibits attached hereto are incorporated herein

by reference. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Amended Agreement.

- Release of Third Released Easement Areas; Substitution of Third 2. Modification Substitute Easement Areas. County hereby releases the Third Released Easement Areas from the lien and encumbrance of the Amended Agreement, from any and all easements referred to therein (including without limitation from the Existing Easements), and from all terms and provisions thereof, which Third Released Easement Areas will henceforth no longer be considered part of the New Easement Property or the New Over Canal. This release is binding upon County and shall inure to the benefit of UCDP and HFTC and their respective successors-intitle. For avoidance of any doubt, this release applies only to the Third Released Easement Areas described in attached Exhibit A. UCDP does hereby substitute in place of the Third Released Easement Areas the Third Modification Substitute Easement Area described on Exhibit B-1, and HFTC does hereby substitute in place of the Third Released Easement Areas the Third Modification Substitute Easement Area described on Exhibit B-2, which Third Modification Substitute Easement Areas shall hereafter be a part of the New Easement Property and shall be subject to all terms and conditions applicable to the New Easement Property under the Amended Agreement.
- 3. **Effect; Conflicts.** Except as modified herein, all other terms and provisions of the Amended Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Third Modification and the provisions of the Amended Agreement, the provisions of this Third Modification shall control.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, the parties have caused this Third Modification to be executed effective as of the Third Modification Effective Date.



"COUNTY"

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

By: Orange County Mayor

ATTEST:

Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

Printed Name

**IN WITNESS WHEREOF**, the parties have caused this Third Modification to be executed effective as of the Third Modification Effective Date.

"UCDP"

Signed, sealed and delivered

in the presence of:	UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD. a Florida limited partnership		
	By:	a Flori	rsal City Florida Holdings Co. II, da general partnership, neral Partner
Rebeca Swander Print Name		Ву:	Universal City Property Management II LLC, a Delaware limited liability company, its General Partner
Address: 1000 Universal Stephios Delaudo FL 32819  Noncy L. Chaves	Plza	By: Name: Title:	John L. McReynolds SVP, External Affairs
Print Name  Address: 1000 Universal Studies Place Olando, 17.57819  STATE OF Florida COUNTY OF Drange			
The foregoing instrument was acknowled online notarization, this 17th day of Jonuary AVP, Extend Misof Universal City Property Manas General Partner of Universal City Florida Hopartner of Universal City Development Partners, entities. He (She) is personally known to me of identification.	, 2025 agement lding Co Ltd., a	i, by <u>Jo</u> t II, LLC o. II, a Florida	c, a Delaware limited liability company, Florida general partnership, as General limited partnership, on behalf of said
(NOTARY SEAL)	<u>_</u> N	Jotary P	ublic Signature
NANCY L CHAVES  Notary Public - State of Florida  Commission # HH 459108  My Comm. Expires Oct 29, 2027  Bonded through National Notary Assn.			

**Project:** Catchlight Crossings

### MORTGAGEE'S JOINDER AND CONSENT TO THIRD MODIFICATION

The undersigned, JPMORGAN CHASE BANK, N.A., a national banking association ("Chase") hereby certifies that it is the holder of the following security instruments:

Title of Security Instrument	Date of Recording	Recording Reference
Construction Leasehold Mortgage,	October 31, 2023	20230633257
Security Agreement, Assignment of		
Leases and Rents and Fixture Filing		
(the "Chase Mortgage").		
State of Florida Uniform	November 2, 2023	20230637935
Commercial Code Financing		
Statement Form,		
Recognition, Attornment and	November 2, 2023	20230637939
Assent to Leasehold Security		
Instrument (Junior and Senior		
Mortgage)		
Subordination Agreement	November 2, 2023	20230637940

and recorded in the Public Records of Orange County, Florida, and other recorded and/or unrecorded documents, agreements, and instruments related to the "Loan" described and defined in the Chase Mortgage (collectively, the "Security Instruments").

By its execution below, Chase hereby joins in and consents to the execution and recording of the foregoing Third Modification to which this "Mortgagee's Joinder and Consent to Third Modification" (the "Chase Joinder") is attached, to the terms and conditions of such Third Modification, and agrees that the Security Instruments, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Amended Agreement, as amended by the Third Modification, as said Amended Agreement, as amended by the Third Modification, may be further modified, amended, and/or assigned from time to time (collectively, the "Further Amended Agreement").

Furthermore, in the event that Chase, any successor and/or assign of Chase, and/or any other person, entity, and/or individual acquires any interest in the lands subject to the Further Amended Agreement pursuant to and/or under any or all of the Security Instruments, then Chase agrees that the rights, benefits, privileges, duties, and obligations of County and of the other parties to the Further Amended Agreement (as set forth in the Further Amended Agreement) shall not be disturbed or impaired, and that Chase, such successor and/or assign of Chase, and/or such other person, entity, and/or individual shall be bound by, and the lands subject to the Further Amended Agreement shall be encumbered by, the Further Amended Agreement and the terms and conditions thereof.

Defined (capitalized) terms used in this Chase Joinder, but not defined herein, shall have the meanings given to such terms by the Third Modification.

{Signature on following page}

Project:

Catchlight Crossings

**IN WITNESS WHEREOF**, the undersigned has duly executed this Mortgagee's Joinder and Consent to Third Modification as of the date of the signature set forth below.

Signature of <u>TWO</u> witnesses and their mailing addresses are required by Florida law, F.S.	MORTGAGEE
695.26	JPMorgan Chase Bank, N.A.,
WITNESS #1	a national banking association
ash line in once	By: Carry 1110
Signature	Signature
Ashlyn Moore	
	LAMMY HAYLOCK-MOURE
Print Name	Print Name
Mailing Address: 100 N.TATIPA ST	AUTHORIZED OFFICER
City: TAMPA State: FL	. I IUC
Zip Code: 33602	
WITNESS #2  Kuth Bruth Witness #2  Signature	
Print Name	
Mailing Address: 100 N. TAMPA	57.
City: TAMPA State: FL	
Zip Code: 33602	
STATE OF FLORIDA COUNTY OF HILDPOROUGH The foregoing instrument was acknowledged before me this 2 day of 16,000, 20,15, by JPMorgan Chase Bank, N.A., a national banking ass personally known to me or 12 has produced 12,000, 100, 100, 100, 100, 100, 100, 1	The by means of physical presence or online notarization from the lace of the continuous of the continuous of the association. The individual is as identification.
(Notary Stamp)	ate Ballyne
V	ary Signature
Katrina Balentyne  Notary Public State of Flenda  Frin  My Commission HH 537966  Not	ary Public of:  Commission Expires:  Juy 10, 7028

## MORTGAGEE'S JOINDER AND CONSENT TO THIRD MODIFICATION

The undersigned, FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation, ("FCLF") hereby certifies that it is the holder of the following security instruments:

Title of Security Instrument	Date of Recording	Recording Reference
Leasehold Mortgage and Security	November 2, 2023	20230637936
Agreement (Catchlight Crossings/A	,	
Loan) ("A Loan Mortgage")		
Assignment of Leases, Rents and	November 2, 2023	20230637937
Contract Rights (Catchlight		
Crossings/A Loan)		
UCC-1 Financing Statement	November 2, 2023	20230637938
Recognition, Attornment and	November 2, 2023	20230637939
Assent to Leasehold Security		
Instrument (Junior and Senior		
Mortgage)		и
Subordination Agreement	November 2, 2023	20230637940
Leasehold Mortgage and Security	November 3, 2023	20230640189
Agreement (Catchlight		
Crossings/B-I Loan ("B-I Loan		
Mortgage")		
Assignment of Leases, Rents and	November 3, 2023	20230640190
Contract Rights (Catchlight		
Crossings/B-I Loan)		
State of Florida Uniform	November 3, 2023	20230640191
Commercial Code Financing		
Statement Form		
Capital Magnet Fund Compliance	November 3. 2023	20230640192
Addendum		
Leasehold Mortgage and Security	November 3. 2023	20230640195
Agreement (Catchlight		
Crossings/B-II Loan ("B-II Loan		
Mortgage")	N. 1 2 2022	20220540405
Assignment of Leases, Rents and	November 3, 2023	20230640196
Contract Rights	N. 1 2 2222	2022061222
State of Florida Uniform	November 3, 2023	20230640252
Commercial Code Financing		
Statement Form	Na	20220640252
Capital Magnet Fund Compliance	November 3, 2023	20230640253
Addendum		

and recorded in the Public Records of Orange County, Florida, and other recorded and/or unrecorded documents, agreements, and instruments related to the "Loan" described and defined

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in the A Loan Mortgage, to the "Loan" described and defined in the B-I Loan Mortgage, and/or to the "Loan" described and defined in the B-II Loan Mortgage (collectively, the "Security Instruments").

By its execution below, FCLF hereby joins in and consents to the execution and recording of the foregoing Third Modification to which this "Mortgagee's Joinder and Consent to Third Modification" (the "FCLF Joinder") is attached, to the terms and conditions of such Third Modification, and agrees that the Security Instruments, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Amended Agreement, as amended by the Third Modification, as said Amended Agreement, as amended by the Third Modification, may be further modified, amended, and/or assigned from time to time (collectively, the "Further Amended Agreement").

Furthermore, in the event that FCLF, any successor and/or assign of FCLF, and/or any other person, entity, and/or individual acquires any interest in the lands subject to the Further Amended Agreement pursuant to and/or under any or all of the Security Instruments, then FCLF agrees that the rights, benefits, privileges, duties, and obligations of County and of the other parties to the Further Amended Agreement (as set forth in the Further Amended Agreement) shall not be disturbed or impaired, and that FCLF, such successor and/or assign of FCLF, and/or such other person, entity, and/or individual shall be bound by, and the lands subject to the Further Amended Agreement shall be encumbered by, the Further Amended Agreement and the terms and conditions thereof.

Defined (capitalized) terms used in this FCLF Joinder, but not defined herein, shall have the meanings given to such terms by the Third Modification.

{Signature on following page}

**Project:** Catchlight Crossings

IN WITNESS WHEREOF, the undersigned has duly executed this Mortgagee's Joinder and Consent to Third Modification as of the date of the signature set forth below.

Signature of <u>TWO</u> witnesses and their mailing addresses are required by Florida law, F.S. 695.26  WITNESS #1	Florida Community Fund Loan, Inc., a Florida not for profit corporation  By:
Signature	Signature
Shante' Bley	IGMACIO ESTEBAN
Print Name	Print Name
Mailing Address: 800 N Magnalia Ac	. 87e106 CE6
City: Odamob State: 4	Title .
Zip Code: 32803	
WITNESS #2  Janet de Auchery  Signature  Janet de Guehen  Print Name	
Mailing Address: 800 W Magnolia	
City: <u>Orlando</u> State: <u>PL</u> Zip Code: <u>32803</u>	
STATE OF COUNTY	Fore me by means of physical presence or online online of 15, by long to Esperam, as munity Loan Fund, Inc., a Florida not for profit ividual is personally known to me or has produced
(Notary Stamp)  Not SY  SHANTÉ J. RILEY  Prin  Commission # HH 443393  Not	ary Signature  Whe Lieu  It Notary Name  ary Public of: Floody  Commission Expires: Severaler 13,7027

### JOINDER AND CONSENT TO THIRD MODIFICATION

The undersigned, WENDOVER HOUSING FOR TODAY, LLC., a Delaware limited liability company, ("Wendover") hereby certifies that it is the tenant described in the following encumbrances (collectively, the "Encumbrances"):

Title of Instrument	Date of Recording	Recording Reference
Ground Lease between Housing for	January 13, 2022	Doc # 20220033829,
Tomorrow Corp. and Wendover		Public Records of Orange
Housing for Today, LLC		County, Florida
First Amendment to Memorandum	October 31, 2023	Doc # 20230633253,
of Ground Lease		Public Records of Orange
		County, Florida
Unrecorded Master Development	N/A	N/A
Agreement dated November 29,		
2021, as amended by First		
Amendment to Master Development		
Agreement dated October 25, 2023		

By its execution below, Wendover hereby joins in and consents to the execution and recording of the foregoing Third Modification to which this "Joinder and Consent to Third Modification" (this "Wendover Joinder") is attached, to the terms and conditions of such Third Modification, and agrees that the Encumbrances, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Amended Agreement, as amended by the Third Modification, as said Amended Agreement, as amended by the Third Modification, may be further modified, amended, and/or assigned from time to time (collectively, the "Further Amended Agreement").

Furthermore, in the event that Wendover, any successor and/or assign of Wendover, and/or any other person, entity, and/or individual acquires any interest in the lands subject to the Further Amended Agreement pursuant to and/or under any or all of the Encumbrances, then Wendover agrees that the rights, benefits, privileges, duties, and obligations of County and of the other parties to the Further Amended Agreement (as set forth in the Further Amended Agreement) shall not be disturbed or impaired, and that Wendover, such successor and/or assign of Wendover, and/or such other person, entity, and/or individual shall be bound by, and the lands subject to the Further Amended Agreement shall be encumbered by, the Further Amended Agreement and the terms and conditions thereof.

Defined (capitalized) terms used in this Wendover Joinder, but not defined herein, shall have the meanings given to such terms by the Third Modification.

{Signature on following page}

Project:

Catchlight Crossings

**IN WITNESS WHEREOF**, the undersigned has duly executed this Joinder and Consent to Third Modification as of the date of the signature set forth below.

Signature of <u>TWO</u> witnesses and their mailing addresses are required by Florida law, F.S. 695.26	
WITNESS #1  Signature  VICTION P. SIPLIN	Wendover Housing for Today, LLC, a Delaware limited liability company  By:  Jonathan L. Wolf
Print Name	Manager Title
Mailing Address: Wendover Housing Partners, LLC Wendover Housing Partners, LLC  1105 Kensington Park Drive City: Sulte 200 State:	Title
Zip Code:  Altamonte Springs, FL 32714	Mailing Address:
LAP COUC. WATERS #2	Wendover Housing Partners, LLC City: 1105 Kensington Park Drive: Suite 200
SAINT TU	Zip Code: Altamonte Springs, FL 32714
Signature  Signature  Print Name	
Mailing Address:  Wendover Housing Partners, LLC  City:  1105 Kensington Park Drive State:  Suite 200	
Zip Code: Altamonte Springs, FL 32714	
STATE OF COUNTY OF The foregoing instrument was acknowledged before me by meathis 31 st day of Decarber, 20 24, by Johnathan L. LLC, a Delaware limited liability company, on behalf of the c	Wolf as Manager of Wendover Housing for Today, company. The individual ☑ is personally known to
me or □ has produced as identifica	ition.
(Notary Stamp)  Notary Signa	ature Sos
SANDRA SOSA Print Notary Notary Publi Notary Publi Print Notary Notary Publi My Commission	Name Floride,

# **EXHIBIT A**

# Third Released Easement Areas (HFTC AND UCDP)

[see attached one (1) legal and sketch of description totaling two (2) pages]

# SKETCH OF DESCRIPTION

SEE SHEET 2 FOR SKETCH

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

EXHIBIT "A" - THIRD RELEASED EASEMENT AREA (HFT AND UCDP)

That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of Lot 8, PLAZA INTERNATIONAL UNIT TWELVE, according to the plat thereof, as recorded in Plat Book 29, Page 13, of the Public Records of Orange County, Florida; thence S89 18'04"E along the North Right-of-Way line of Destination Parkway, as described in Official Records Book 10850, Page 4329, of said Public Records, a distance of 326.87 feet to the Southwest corner of SC-5, SC-6, & SC-7E, as described in Official Records Book 8891. Page 803, of said Public Records, and the Southwest corner of OHL PARCEL 7, as described in Official Records Document No. 20180616479, of said Public Records; thence departing said North Right-of-Way line, run N00°20'10"W along the West line of said SC-5, SC-6, & SC-7E, and the West line of said OHL PARCEL 7, a distance of 216.42 feet to the Northwest corner of said OHL PARCEL 7; thence continue N00°20'10"W along the West line of said SC-5, SC-6, & SC-7E, a distance of 50.01 feet; thence continue N00°20'10"W along said West line, 112.89 feet to the Westerly line of the Drainage Easement (realignment of Newover Canal), as described in Official Records Book 6009, Page 1671, and Official Records Book 6013, Page 1399, of said Public Records, and a non-tangent curve concave Southwesterly having a radius of 969.97 feet and a chord bearing of S43°46'07"E; thence departing said West line, run Southeasterly along said Westerly line and the arc of said curve through a central angle of 04°33'00" for a distance of 77.03 feet to POINT OF BEGINNING #1; thence continue Southeasterly along said Westerly line and the arc of said curve having a radius of 969.97 feet and a chord bearing of S39°15'41"E, through a central angle of 04°27'52" for a distance of 75.58 feet to the South line of lands described in Official Records Document No. 20220183573, of said Public Records, and a non-tangent line; thence departing said Westerly line, run S89°18'04"E along said South line, 179.84 feet to the Easterly line of said Drainage Easement, and REFERENCE POINT "A"; thence departing said South line, run N35°20'30"W along said Easterly line, 77.24 feet to the point of curvature of a curve concave Southwesterly having a radius of 1114.96 feet and a chord bearing of N42°22'46"W: thence Northwesterly along said Easterly line and the arc of said curve through a central angle of 14°04'31" for a distance of 273.90 feet to the East line of the 135.00 foot wide Orlando Utilities Commission Easement, as described in Official Records Book 1853, Page 949 of said Public Records, and a non-tangent line; thence SO0°20'10"E along said East line. 204.14 feet to POINT OF BEGINNING #1; thence return to aforesaid REFERENCE POINT "A" and run the following five (5) courses along the aforesaid Easterly line of said Drainage Easement: \$35°20'30"E, 76.98 feet to the point of curvature of a curve concave Northeasterly having a radius of 219.99 feet and a chord bearing of S35°46'44"E; thence Southeasterly along the arc of said curve through a central angle of 00°52'28" for a distance of 3.36 feet to POINT OF BEGINNING #2; thence continue Southeasterly along the arc of said curve concave Northeasterly having a radius of 219.99 feet and a chord bearing of S63°00'12"E; through a central angle of 53°34'28" for a distance of 205.70 feet to the point of tangency; thence S89°47'26"E, 106.36 feet; thence S00°12'34"W, 14.50 feet to the South line of said Drainage Easement; thence N89°18'04"W along said South line, 235.66 feet; thence departing said South line, run N40°50'28"W, 71.98 feet; thence N00°19'30"W, 47.57 feet to POINT OF BEGINNING #2; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Together containing 0.882 acres (38,407 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

DOC#

LICOP

SLRC

HFT

OHL SEC 6-24-29

POB

#### NOTES

- 1. This is not a survey.
- Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00. Northerly Right-of-way of Destination Parkway, as described in Official Records Book 10850, Page 4329, of the Public records of Orange County, Florida, being S89°18'04"E (measured), S89°30'38"E (described) (U.S. Survey Foot).
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

#### LEGEND

LINE NUMBER	N/
CURVE NUMBER	Ň
ORANGE COUNTY OFFICIAL	N.
RECORDS DOCUMENT NUMBER	
UNIVERSAL CITY	ORE
DEVELOPMENT PARTNERS	PE
SAND LAKE ROAD COMPLEX	PG(S
HOUSING FOR TODAY	PC
OHL HOLDINGS, LLC	PT
SECTION 6, TOWNSHIP 24	(R
SOUTH, RANGE 29 EAST	R/W
POINT OF BEGINNING	Æ
PREVIOUSLY KNOWN AS	_

NOT APPLICABLE
NUMBER
NON-TANGENT
NON-RADIAL
OFFICIAL RECORDS BOOK
PLAT BOOK
PAGE(S)
POINT OF CURVATURE
POINT OF TANGENCY
RADIAL
RIGHT-OF-WAY
PROPERTY LINE

#### PREPARED FOR:

## UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - HOUSING FOR TODAY DRAINAGE EASEMENT PARTIAL TERMINATION - 6009/1671, 6013/1399

5/8/24	DLL	REVISED PER ORANGE COUNTY COMMENTS
4/30/24		REVISED PER ORANGE COUNTY COMMENTS
1/27/23	MKS	REVISED BOUNDARY & LEGAL DESCRIPTION
DATE	BY	DESCRIPTION
REVISIONS		



# **ENGINEERS**

#### DONALD W. McINTOSH ASSOCIATES, INC. **PLANNERS SURVEYORS**

1950 Summit Park Drive Suite 600, Orlando, FL 32810 (407)644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68

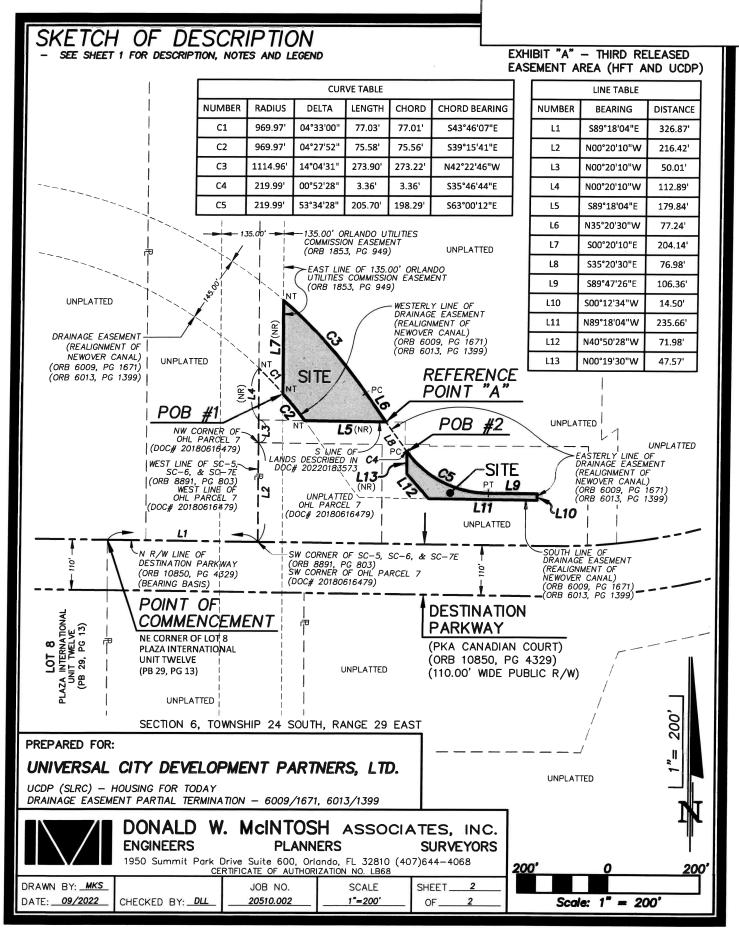
DRAWN BY: MKS JOB NO. DATE: 09/2022 20510.002 CHECKED BY: DLL

**SCALE** SHEET\_ N/A

### DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. LB68

Donald L Lambert Digitally signed by Donald L Lambert Date: 2024.05.08 13:43:18 -04'00'

Donald L. Lambert Florida Professional Surveyor Certificate No. 7097 May 08, 2024 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.



## **EXHIBIT B-1**

# Third Modification Substitute Easement Area (UCDP)

[see attached one (1) legal and sketch of description totaling three (3) pages]

# SKETCH OF DESCRIPTION - SEE SHEET 2 FOR LOCATION MAP

SEE SHEET 3 FOR SKETCH DETAIL

EXHIBIT "B-1" - THIRD MODIFICATION SUBSTITUTE EASEMENT AREA (UCDP)

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

That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of Lot 8, PLAZA INTERNATIONAL UNIT TWELVE, according to the plat thereof, as recorded in Plat Book 29, Page 13, of the Public Records of Orange County, Florida; thence S89°18'04"E along the North Right-of-Way line of Destination Parkway, as described in Official Records Book 10850, Page 4329, of said Public Records, a distance of 326.87 feet to the Southwest corner of SC-5, SC-6, & SC-7E, as described in Official Records Book 8891, Page 803, of said Public Records, and the Southwest corner of OHL PARCEL 7, as described in Official Records Document No. 20180616479, of said Public Records; thence departing said North Right-of-Way line run N00°20'10"W along the West line of said SC-5, SC-6, & SC-7E, and the West line of said OHL PARCEL 7, a distance of 216.42 feet to the Northwest corner of said OHL PARCEL 7, and POINT OF BEGINNING #1; thence continue N00°20'10"W along the West line of said SC-5, SC-6, & SC-7E, a distance of 50.01 feet to the South line of lands described in Official Records Document No. 20220183573, of said Public Records; thence run S89°18'04"E along said South line, 100.43 feet to REFERENCE POINT "A", the Westerly line of the Drainage Easement (realignment of Newover Canal) as described in Official Records Book 6009, Page 1671, and Official Records Book 6013, Page 1399, of said Public Records, and a non-tangent curve concave Southwesterly having a radius of 969.97 feet and a chord bearing of S36°11'08"E; thence departing said South line, run Southeasterly along said Westerly line and the arc of said curve through a central angle of 01°41'15" for a distance of 28.57 feet to the point of tangency; thence S35°20'30"E along said Westerly line, 33.58 feet to the North line of aforesaid OHL PARCEL 7; thence departing said Westerly line, run N89°18'04"W along said North line, 136.43 feet to POINT OF BEGINNING #1; thence return to aforesaid REFERENCE POINT "A" and run S89°18'04"E along the aforesaid South line, 179.84 feet to the Easterly line of said Drainage Easement; thence departing said South line, run S35°20'30"E along said Easterly line, 11.44 feet to POINT OF BEGINNING #2: thence continue \$35°20'30"E along said Easterly line, 51.45 feet; thence departing said Easterly line, run N44°38'30"E, 8.25 feet to the Southerly line of lands described in Official Records Document Number 20200662428, of said Public Records; thence run N00°00'17"W along said Southerly line, 10.96 feet; thence departing said Southerly line, run N45°21'30"W, 42.97 feet; thence S44°38'30"W, 7.10 feet to POINT OF BEGINNING #2; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Together containing 0.149 acres (6,487 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

> CI DOC#

UCDP

SLRC

OHL

SEC 6-24-29

#### NOTES

This is not a survey.

- Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00, Northerly Right-of-way of Destination Parkway, as described in Official Records Book 10850, Page 4329, of the Public records of Orange County, Florida, being S89°18'04"E (measured), S89°30'38"E
- This Sketch of Description does not depict any easements of record that PKA may be within or adjoining the lands described hereon. P.O.B.

#### LECEND

-22-52-21	¥
LINE NUMBER	N/A
CURVE NUMBER	NO.
ORANGE COUNTY OFFICIAL	NT
RECORDS DOCUMENT NUMBER	(NR)
UNIVERSAL CITY DEVELOPMENT PARTNERS	ÒRB
	PB
SAND LAKE ROAD COMPLEX	PG(S)
HOUSING FOR TODAY	PC
OHL HOLDINGS, LLC	PT
SECTION 6, TOWNSHIP 24	(R)
SOUTH, RANGE 29 EAST	R/W
PREVIOUSLY KNOWN AS	··'/P
POINT OF BEGINNING	

NOT APPLICABLE NUMBER NON-TANGENT NON-RADIAL OFFICIAL RECORDS BOOK PLAT BOOK PAGE(S) POINT OF CURVATURE POINT OF TANGENCY RADIAL RIGHT-OF-WAY PROPERTY LINE

### PREPARED FOR:

### UNIVERSAL CITY DEVELOPMENT PARTNERS. LTD.

UCDP (SLRC) - HOUSING FOR TODAY DRAINAGE EASEMENT (UCDP)

(described) (U.S. Survey Foot).

		REVISED PER ORANGE COUNTY COMMENTS
		REVISED PER ORANGE COUNTY COMMENTS
1/30/23	MKS	REVISED BOUNDARY & LEGAL DESCRIPTION
DATE	BY	DESCRIPTION
		REVISIONS



# **ENGINEERS**

#### DONALD W. McINTOSH ASSOCIATES, INC. **PLANNERS SURVEYORS**

1950 Summit Park Drive Suite 600, Orlando, FL 32810 (407)644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: MKS DATE: 09/2022

CHECKED BY: DLL

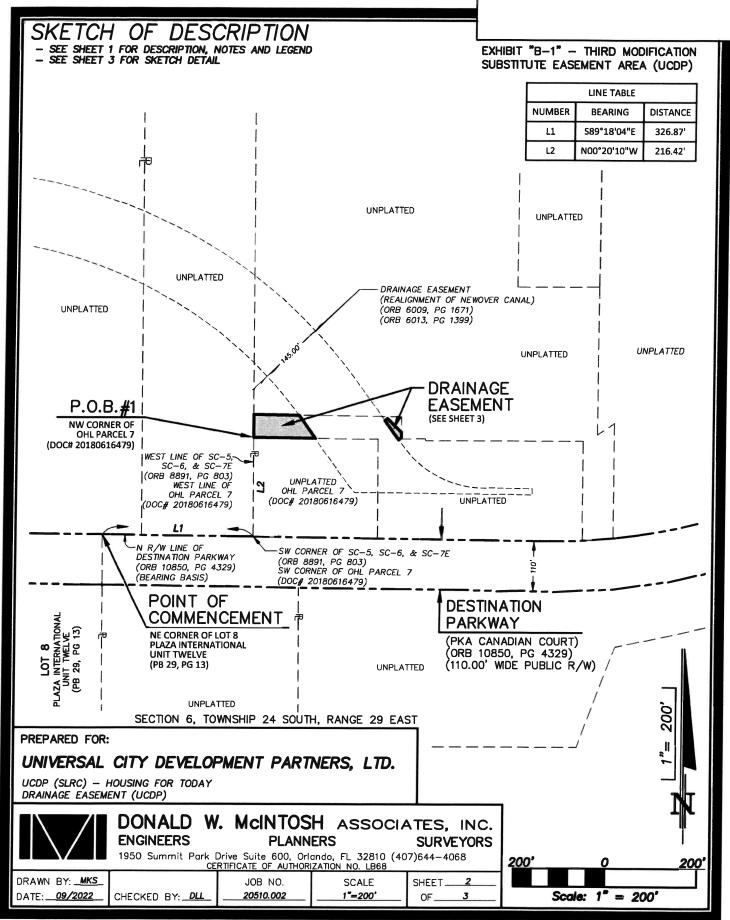
JOB NO. 20510.002 SCALE N/A

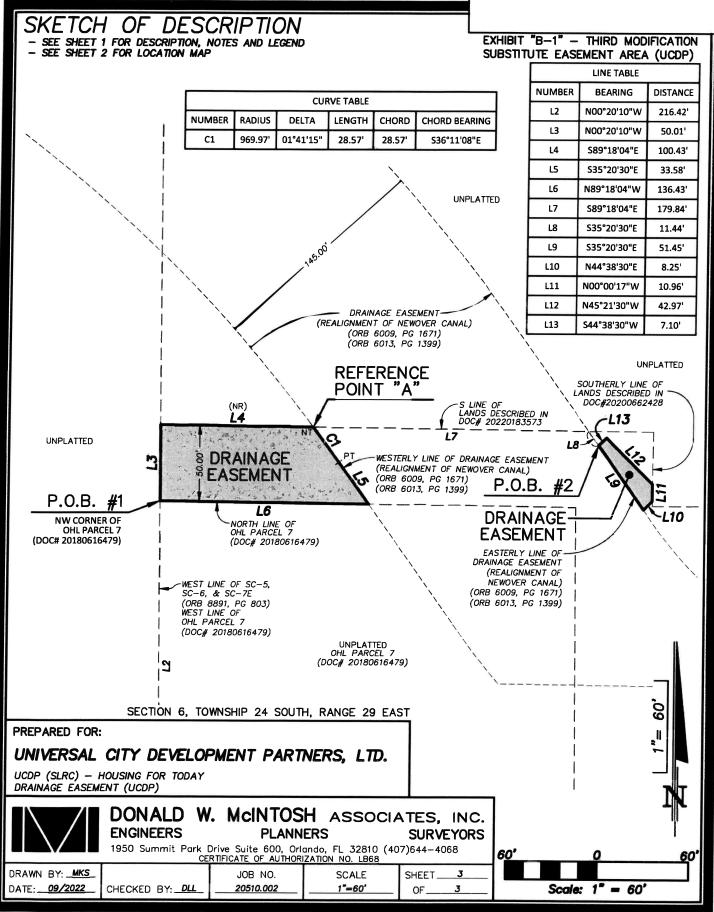
SHEET OF.

DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. LB68

Donald L Lambert Digitally signed by Donald L Lambert Date: 2024.05.08 13:44:14-04'00'

Donald L. Lambert May 08, 2024 Torida Professional Surveyor and Mapper Certificate No. 7097 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.





# **EXHIBIT B-2**

Third Modification Substitute Easement Area (HFTC)

[see attached one (1) legal and sketch of description totaling three (3) pages]

# SKETCH OF DESCRIPTION

SEE SHEET 2 FOR LOCATION MAP SEE SHEET 3 FOR SKETCH DETAIL

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

EXHIBIT "B-2" - THIRD MODIFICATION SUBSTITUTE EASEMENT AREA (HFT)

That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of Lot 8, PLAZA INTERNATIONAL UNIT TWELVE, according to the plat thereof, as recorded in Plat Book 29, Page 13, of the Public Records of Orange County, Florida; thence S89°18'04"E along the North Right-of-Way line of Destination Parkway, as described in Official Records Book 10850, Page 4329, of said Public Records, a distance of 326.87 feet to the Southwest corner of SC-5, SC-6, & SC-7E, as described in Official Records Book 8891, Page 803, of said Public Records, and the Southwest corner of OHL PARCEL 7, as described in Official Records Document No. 20180616479, of said Public Records; thence departing said North Right-of-Way line, run N00°20'10"W along the West line of said SC-5, SC-6, & SC-7E, and the West line of said OHL PARCEL 7, a distance of 216.42 feet to the Northwest corner of said OHL PARCEL 7; thence continue N00°20'10"W along the West line of said SC-5, SC-6, & SC-7E, a distance of 50.01 feet to the Southwest corner of lands described in Official Records Document Number 20220183573, and POINT OF BEGINNING #1; thence continue N00°20'10"W along said West line, 112.89 feet to the Westerly line of the Drainage Easement (realignment of Newover Canal), as described in Official Records Book 6009, Page 1671, and Official Records Book 6013, Page 1399, of said Public Records, and a non-tangent curve concave Southwesterly having a radius of 969.97 feet and a chord bearing of S43°46'07"E; thence departing said West line, run Southeasterly along said Westerly line and the arc of said curve through a central angle of 04°33'00" for a distance of 77.03 feet to the East line of the 135.00 foot wide Orlando Utilities Commission Easement, as described in Official Records Book 1853, Page 949, of said Public Records, and a non-tangent line; thence 500°20'10"E along said East line, 57.92 feet to the South line of aforesaid lands described in Official Records Document Number 20220183573, and REFERENCE POINT "A"; thence N89°18'04"W along said South line, 52.95 feet to POINT OF BEGINNING #1; thence return to said REFERENCE POINT "A" and run S89°18'04"E along said South line, 269.50 feet to the Southerly line of lands described in Official Records Document Number 20200662428, of said Public Records; thence S00°00'17"E along said Southerly line, 33.96 feet to POINT OF BEGINNING #2; thence continue S00°00'17"E along said Southerly line, 10.96 feet; thence departing said Southerly line, run N44°38'30"E, 7.80 feet; thence N45°21'30"W, 7.70 feet to POINT OF BEGINNING #2; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Together containing 0.105 acres (4,591 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record. LEGEND

# NOTES

- This is not a survey.
- Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00, Northerly Right-of-way of Destination Parkway, as described in Official Records Book 10850, Page 4329, of the Public records of Orange County, Florida, being S89°18'04"E (measured), S89°30'38"E (described) (U.S. Survey Foot).
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

L1	LINE NUMBER
C1	CURVE NUMBER
DOC#	ORANGE COUNTY OFFICIAL
	RECORDS DOCUMENT NUMBER
UCDP	UNIVERSAL CITY DEVELOPMENT PARTNERS
HFT	HOUSING FOR TODAY
OHL	OHL HOLDINGS, LLC
OHE	
SEC 6-24-29	SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST
P.O.B.	POINT OF BEGINNING
PKA	PREVIOUSLY KNOWN AS
N/A	NOT APPLICABLE
NO.	NUMBER
NŢ	NON-TANGENT
(NR)	NON-RADIAL
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PČ	POINT OF CURVATURE
PT	POINT OF TANGENCY
(R)	RADIAL
R∕₩	RIGHT-OF-WAY
,	

#### PREPARED FOR:

## UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - HOUSING FOR TODAY DRAINÀGE EASEMENT

5/08/24						
		REVISED PER ORANGE COUNTY COMMENTS				
1/30/23	MKS	REVISED BOUNDARY & LEGAL DESCRIPTION				
DATE	BY	DESCRIPTION				
REVISIONS						



# **ENGINEERS**

DONALD W. McINTOSH ASSOCIATES, INC. **PLANNERS SURVEYORS** 

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

DRAWN BY: MKS DATE: 09/2022

CHECKED BY: DLL

JOB NO. 20510.002 **SCALE** N/A

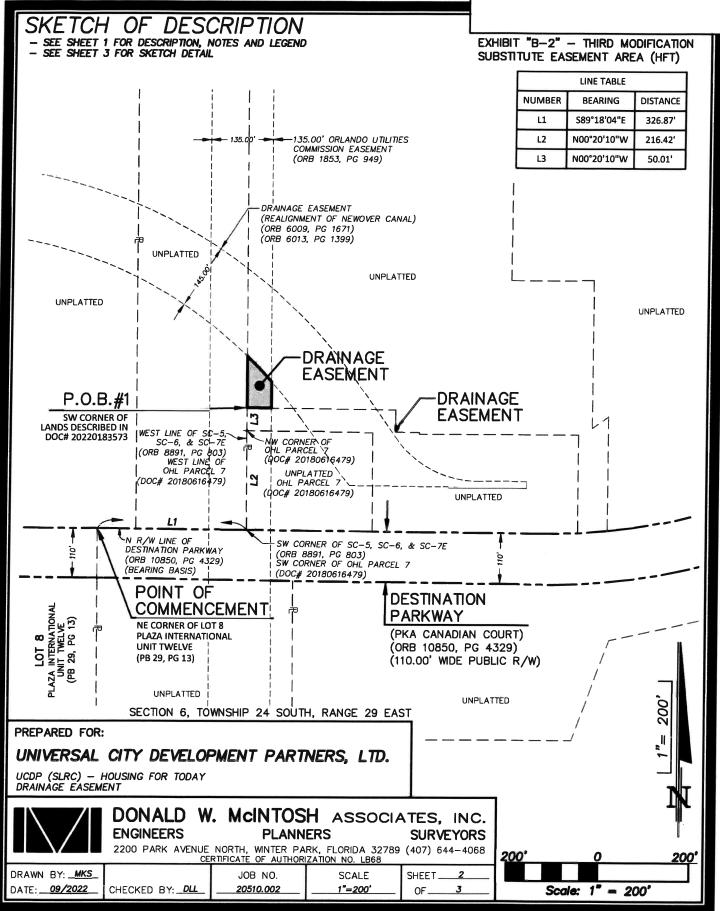
SHEET. OF

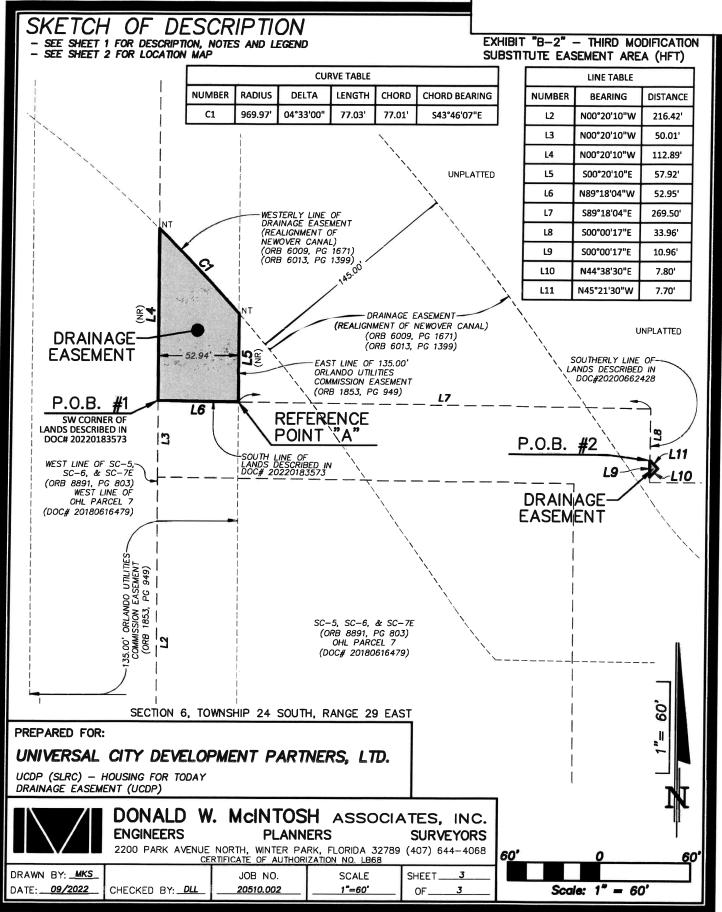
DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. LB68

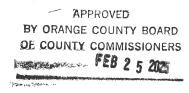
PROPERTY LINE

Donald L Lambert Digitally signed by Donald L Lambert Date: 2024,05,08 13:44:50 -04'00'

Donald L. Lambert May 08, 2024 Florida Professional Surveyor and Mapper Certificate No. 7097 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.







Prepared By & Return To: M. Rebecca Wilson, Esquire Lowndes 215 North Eola Drive P.O. Box 2809 Orlando, Florida 32802-2809

Project: Catchlight Crossings

Cross Reference: O.R. Book 7750, Page 0985

# PARTIAL RELEASE OF DRAINAGE EASEMENT

THIS PARTIAL RELEASE OF DRAINAGE EASEMENT (this "Partial Release") is made effective as of the date last executed below (the "Effective Date"), by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County") and HOUSING FOR TOMORROW CORP., a Florida not-for-profit corporation, whose address is 1000 Universal Studios Plaza, Orlando, Florida 32819 ("HFTC").

#### WITNESSETH

**WHEREAS**, County and Universal City Property Management III LLC, a Delaware limited liability company, ("UCPMC") entered into that certain Drainage Easement recorded December 22, 2004, in Official Records Book 7750, Page 0985, Public Records of Orange County, Florida (the "**Drainage Agreement**");

WHEREAS, HFTC is the owner of that certain real property described on **Exhibit "A"** attached hereto and made a part hereof (the "HFTC Property");

WHEREAS, a portion of the Easement Property (as defined in the Drainage Agreement) includes a portion of the HFTC Property (the "HFTC Easement Property") and HFTC is the

successor-in-interest to UCMPC as to the portion of the Drainage Agreement that affects the HFTC Property;

WHEREAS, HFTC has requested, and County has agreed, to release County's easement interest in that portion of the HFTC Easement Property more particularly described on <u>Exhibit</u> "B" attached hereto and made a part hereof (the "Released Easement Area");

WHEREAS, County and HFTC are desirous of modifying the Drainage Agreement as more particularly set forth hereinbelow; and

WHEREAS, any term not otherwise defined herein shall have the meaning ascribed to it in the Drainage Agreement.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, County hereby partially releases the Drainage Agreement and the Easement Property, and hereby discharges, terminates and releases the Drainage Agreement and the Easement Property with respect to the Released Easement Area, without impairing the operation and effect of the Drainage Agreement as to the remainder of the Easement Property which is not contained within the Released Easement Area (the "Remainder Easement Property"). The Drainage Agreement shall remain in full force and effect and shall remain unaffected by this Partial Release with respect to the Remainder Easement Property. All references in the Drainage Agreement to the "Easement Property" shall hereafter mean and refer to the Remainder Easement Property. The Released Easement Area shall no longer be encumbered by the Drainage Agreement or the Easement Property.

IN WITNESS WHEREOF, the parties have set their hands on the dates set forth hereinbelow.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

	IIFIC
Signature of Witness #1  Prebecca Strender  Printed Name of Witness #1  4530 Concord Landing  Orlando FL 32839  Printed Address of Witness #1	HOUSING FOR TOMORROW CORP., a Florida not-for-profit corporation  By:  Name: Marc Watson  Title: President  Date: DECEMBER 27, 2024
Junt Monty Muller  Signature of Witness #2  Thank Martner Mullet  Printed Name of Witness #2	
1945 Jan Lan BLvd St. Cloud, FL 34772 Printed Address of Witness #2	
STATE OF FLORIDA COUNTY OF ORANGE  The foregoing instrument was acknowledged	I before me by means of $oxed{\boxtimes}$ physical presence or $\Box$

STITE CO

personally known to me or □ who has produced as identification. Witness my hand and official seal this 27 day of Necember, 2024.

online notarization, this <u>1</u> day of <u>December</u>, 2024, by Marc Watson, as President of Housing for Tomorrow Corp., a Florida not-for-profit corporation, on behalf of the corporation. The individual is

Notary Public State of Florida Juanita Martinez-Muller
My Commission HH 615359 Expires 11/21/2028

Witnesses:

Signature of Notary

Signature of Notary

Tuanita MACTINEZ-MULLER

Typed/Printed Name
Commission No. Hing.

Commission No.: HH615 359 My Commission Expires: 11-21-28



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Byww. Bywy.

Jerry L. Demings

Orange County Mayor

Date: 25 february 2025

### ATTEST:

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

Deputy Clerk

Printed Name

## JOINDER AND CONSENT TO PARTIAL RELEASE OF DRAINAGE EASEMENT

The undersigned, WENDOVER HOUSING FOR TODAY, LLC., a Delaware limited liability company, ("Wendover") hereby certifies that it is the tenant described in the following encumbrances (collectively, the "Encumbrances"):

Title of Instrument	Date of Recording	Recording Reference			
Ground Lease between Housing for	January 13, 2022	Doc # 20220033829,			
Tomorrow Corp. and Wendover		Public Records of Orange			
Housing for Today, LLC		County, Florida			
First Amendment to Memorandum	October 31, 2023	Doc # 20230633253,			
of Ground Lease		Public Records of Orange			
		County, Florida			
Unrecorded Master Development	N/A	N/A			
Agreement dated November 29,					
2021, as amended by First					
Amendment to Master Development					
Agreement dated October 25, 2023					

By its execution below, Wendover hereby joins in and consents to the execution and recording of the foregoing Partial Release to which this "Joinder and Consent to Partial Release of Drainage Easement" (this "Wendover Joinder") is attached, to the terms and conditions of such Partial Release, and agrees that the Encumbrances, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Drainage Agreement, as amended by the Partial Release, as said Drainage Agreement, as amended by the Partial Release, may be further modified, amended, and/or assigned from time to time (collectively, the "Amended Drainage Agreement").

Furthermore, in the event that Wendover, any successor and/or assign of Wendover, and/or any other person, entity, and/or individual acquires any interest in the lands subject to the Amended Drainage Agreement pursuant to and/or under any or all of the Encumbrances, then Wendover agrees that the rights, benefits, privileges, duties, and obligations of County and of the other parties to the Amended Drainage Agreement (as set forth in the Amended Drainage Agreement) shall not be disturbed or impaired, and that Wendover, such successor and/or assign of Wendover, and/or such other person, entity, and/or individual shall be bound by, and the lands subject to the Amended Drainage Agreement shall be encumbered by, the Amended Drainage Agreement and the terms and conditions thereof.

Defined (capitalized) terms used in this Wendover Joinder, but not defined herein, shall have the meanings given to such terms by the Partial Release.

Catchlight Crossings

IN WITNESS	WHEREOF,	the undersigned	has execut	ted this	Wendover	Joinder i	n manner	and
form sufficient to bind								

Signed, sealed, and delivered "WENDOVER" in the presence of: WENDOVER HOUSING FOR TODAY, LLC a Delaware limited liability company Signature of Witness #1 Printed Name of Witness #1 By: Wendover Housing Partners, LLC 1105 Kensington Park Drive Print Name: Jonathan L. Wolf Suite 200 Printe Alamonto Springs H1 32714 Title: Manager Date: DECEMBER 3 Signature of Witness #2 DAVID L. PETER Printed Name of Witness #2 Wendover Housing Partners, LLC 1105 Kensington Park Drive Suite 200 Printed Address of Springs#5L 32714 STATE OF COUNTY OF Som mol The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, on this 3 day of Decarbo., 2024 by Jonathan L. Wolf, as Manager of WENDOVER HOUSING FOR TODAY, LLC, a Delaware limited liability company, on behalf of the company. He sis personally known to me OR □ has produced as identification.

[AFFIX NOTARY SEAL]

TO FELOR

SANDRA SOSA Commission # HH 420144 Expires July 12, 2027 Signature of Notary Public

Print Name

My Commission Expires: \( \simegred{S} \)

# MORTGAGEE'S JOINDER AND CONSENT TO PARTIAL RELEASE OF DRAINAGE EASEMENT

The undersigned, JPMORGAN CHASE BANK, N.A., a national banking association, ("Chase") hereby certifies that it is the holder of the following security instruments:

Title of Security Instrument	Date of Recording	Recording Reference
Construction Leasehold Mortgage,	October 31, 2023	20230633257
Security Agreement, Assignment of		
Leases and Rents and Fixture Filing		
(the "Chase Mortgage").		
State of Florida Uniform	November 2, 2023	20230637935
Commercial Code Financing		
Statement Form,		
Recognition, Attornment and	November 2, 2023	20230637939
Assent to Leasehold Security		
Instrument (Junior and Senior		
Mortgage)		
Subordination Agreement	November 2, 2023	20230637940

and recorded in the Public Records of Orange County, Florida, and other recorded and/or unrecorded documents, agreements, and instruments related to the "Loan" described and defined in the Chase Mortgage (collectively, the "Security Instruments").

By its execution below, Chase hereby joins in and consents to the execution and recording of the foregoing Partial Release to which this "Mortgagee's Joinder and Consent to Partial Release of Drainage Easement" (the "Chase Joinder") is attached, to the terms and conditions of such Partial Release, and agrees that the Security Instruments, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Drainage Agreement, as amended by the Partial Release, as said Drainage Agreement, as amended by the Partial Release, may be further modified, amended, and/or assigned from time to time (collectively, the "Amended Drainage Agreement").

Furthermore, in the event that Chase, any successor and/or assign of Chase, and/or any other person, entity, and/or individual acquires any interest in the lands subject to the Amended Drainage Agreement pursuant to and/or under any or all of the Security Instruments, then Chase agrees that the rights, benefits, privileges, duties, and obligations of County and of the other parties to the Amended Drainage Agreement (as set forth in the Amended Drainage Agreement) shall not be disturbed or impaired, and that Chase, such successor and/or assign of Chase, and/or such other person, entity, and/or individual shall be bound by, and the lands subject to the Amended Drainage Agreement shall be encumbered by, the Amended Drainage Agreement and the terms and conditions thereof.

Defined (capitalized) terms used in this Chase Joinder, but not defined herein, shall have the meanings given to such terms by the Partial Release.

# MORTGAGEE'S JOINDER AND CONSENT TO PARTIAL RELEASE OF DRAINAGE EASEMENT

The undersigned, FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation, ("FCLF") hereby certifies that it is the holder of the following security instruments:

Title of Security Instrument	Date of Recording	Recording Reference
Leasehold Mortgage and Security	November 2, 2023	20230637936
Agreement (Catchlight Crossings/A		
Loan) ("A Loan Mortgage")		
Assignment of Leases, Rents and	November 2, 2023	20230637937
Contract Rights (Catchlight		
Crossings/A Loan)		
UCC-1 Financing Statement	November 2, 2023	20230637938
Recognition, Attornment and	November 2, 2023	20230637939
Assent to Leasehold Security		
Instrument (Junior and Senior		
Mortgage)		
Subordination Agreement	November 2, 2023	20230637940
Leasehold Mortgage and Security	November 3, 2023	20230640189
Agreement (Catchlight		
Crossings/B-I Loan ("B-I Loan		
Mortgage")		
Assignment of Leases, Rents and	November 3, 2023	20230640190
Contract Rights (Catchlight		
Crossings/B-I Loan)		
State of Florida Uniform	November 3, 2023	20230640191
Commercial Code Financing		
Statement Form		
Capital Magnet Fund Compliance	November 3. 2023	20230640192
Addendum		
Leasehold Mortgage and Security	November 3. 2023	20230640195
Agreement (Catchlight		
Crossings/B-II Loan ("B-II Loan		
Mortgage")		
Assignment of Leases, Rents and	November 3, 2023	20230640196
Contract Rights		
State of Florida Uniform	November 3, 2023	20230640252
Commercial Code Financing		
Statement Form		
Capital Magnet Fund Compliance	November 3, 2023	20230640253
Addendum		

and recorded in the Public Records of Orange County, Florida, and other recorded and/or unrecorded documents, agreements, and instruments related to the "Loan" described and defined

**Project:** Catchlight Crossings

in the A Loan Mortgage, to the "Loan" described and defined in the B-I Loan Mortgage, and/or to the "Loan" described and defined in the B-II Loan Mortgage (collectively the "Security Instruments").

By its execution below, FCLF hereby joins in and consents to the execution and recording of the foregoing Partial Release to which this "Mortgagee's Joinder and Consent to Partial Release of Drainage Easement" (the "FCLF Joinder") is attached, to the terms and conditions of such Partial Release, and agrees that the Security Instruments, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Drainage Agreement, as amended by the Partial Release, as said Drainage Agreement, as amended by the Partial Release, may be further modified, amended, and/or assigned from time to time (collectively, the "Amended Drainage Agreement").

Furthermore, in the event that FCLF, any successor and/or assign of FCLF, and/or any other person, entity, and/or individual acquires any interest in the lands subject to the Amended Drainage Agreement pursuant to and/or under any or all of the Security Instruments, then FCLF agrees that the rights, benefits, privileges, duties, and obligations of County and of the other parties to the Amended Drainage Agreement (as set forth in the Amended Drainage Agreement) shall not be disturbed or impaired, and that FCLF, such successor and/or assign of FCLF, and/or such other person, entity, and/or individual shall be bound by, and the lands subject to the Amended Drainage Agreement shall be encumbered by, the Amended Drainage Agreement and the terms and conditions thereof.

Defined (capitalized) terms used in this FCLF Joinder, but not defined herein, shall have the meanings given to such terms by the Partial Release.

[signature page to joinder follows]

**Catchlight Crossings** 

Commission # HH 443393 Expires September 13, 2027

sufficient to bind it. Signed, sealed, and delivered "FCLF" in the presence of: FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation Signature of Witness #1 Shante Pia 800 N Magnolia Ave., Ste 106, Orlando, FL 32803 Print Name: I GWA CIO 100 Title: Printed Address of Witness #1 Janet de Suchery Signature of Witness #2 Janet de Gruchery Printed Name of Witness #2 800 N Magnolia Ave., Ste 106, Orlando, FL 32803 Printed Address of Witness #2 STATE OF Frida COUNTY OF OCCUPAC The foregoing instrument was acknowledged before me, by means of the physical presence or a online notarization, on this 3 day of January, 2022 by this 3 day of January, 2024 by January, as of FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation, on behalf of the corporation. She/He wis personally known to me OR - has produced as identification. [AFFIX NOTARY SEAL] Signature of Notary Public SHANTÉ J. RILEY My Commission Expires: Scotember 13, 2027

IN WITNESS WHEREOF, the undersigned has executed this FCLF Joinder in manner and form

#### **EXHIBIT "A"**

### HFTC PROPERTY

SKETCH OF DESCRIPTION - SEE SHEET 2 FOR SKETCH - SEE SHEET 3 FOR LINE AND CURVE TABLES

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

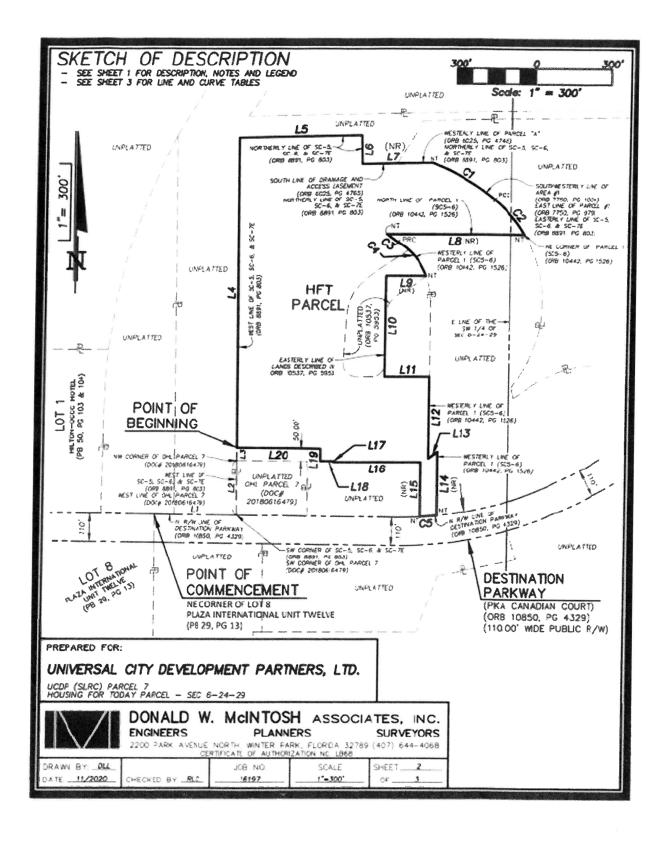
That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of Lot 8, PLAZA INTERNATIONAL UNIT TWELVE, according to the plat thereof, as recorded in Plat Book 29, Page 13, of the Public Records of Crange County, Florida; thence S89"18"04"E along the North Right-of-way line of Destination Parksay, as described in Official Records Book 10850, Page 4329, of said Public Records, a distance of 326.87 feet to the Southwest corner of SC-5, SC-6, & SC-7E, as described in Official Records Book 8891, Page 803, of said Public Records, and the Southwest corner of CHL PARCEL 7, as described in Document No. 20180616479, of said Public Records; thence departing said North Right-of-way line run N00°20'10"W along the West line of said SC-5, SC-6, & SC-7F, and the West line of said OHL PARCEL 7, a distance of 216.42 feet to the Northwest corner of said OHL PARCEL 7; thence run the following seven (7) courses along the West, Northerly, and Easterly lines of said SC-5, SC-6, & SC-7E: N00°20'10"W, 50.01 feet to the POINT OF BEGINNING; thence continue N00°20'10"W, 1217.86 feet; thence N88°51'06"E, 476.47 feet; thence S01'08'34"E, 114.29 feet to the South line of a Drainage and Access Easement, as described in Official Records Book 6025, Page 4765, of said Public Records; thence N88°51'07"E along the South line of said Drainage and Access Easement and the Westerly line of Parcel "A", as described in Official Records Book 6025, Page 4748, of said Public Records, a distance of 278.77 feet to a non-tangent curve concave Southwesterly having a radius of 856.97 feet and a chord bearing of \$59°20'08'E; thence departing said Westerly line, run Southeasterly along the Southwesterly line of Area #1, as described in Official Records Book 7750, Page 1004, of said Public Records, and the East line of Parcel #1, as described in Official Records Book 7750, Page 979, of said Public Records, and the arc of said curve through a central angle of 18"57"23" for a distance of 283.53 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 526.98 feet and a chord bearing of S40°11'35°E; thence Southeasterly along the East line of said Parcel #1, and the arc of said curve through a central angle of 19°19'43' for a distance of 177.78 feet to the Northeast corner of Parcel 1 (SC5-6), as described in Official Records Book 10442, Page 1526, of said Public Records, and a non-tangent line; thence departing said East line run the following three (3) courses along the North and Westerly lines of said Parcel 1 (SC5-6): S90°00'00"W, 531.19 feet to a non-tangent curve concave Northeasterly having a radius of 299.99 feet and a chord bearing of \$54"11"31"E; thence Southeasterly along the arc of said curve through a central angle of 10"13"29" for a distance of 53.53 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 269.99 feet and a chord bearing of \$40°33'58'E; shence Southeasterly along the arc of said curve through a central angle of 37"28"36" for a distance of 176.60 feet to a non-tangent line; thence departing said Westerly line, run 590'00'00"W, 157.10 feet; thence 500"12'33"W along the East line of lands described in Official Records Book 10537, Page 5953, of said Public Records, and the Northerly and Southerly prolongations thereof, 395.66 feet: thence N90\*00'00"E. 177.90 feet to the aforesald Westerly line of Parcel 1 (SCS-6); thence run the following three (3) courses along said Westerly line of Parcel 1 (SCS-6): S00°00'00"E, 322.79 feet; thence N53°46'14"E, 43.46 feet; thence S00°00'00"E, 251.04 feet to the aforesaid North Right-of-way line of Destination Parkway and a non-tangent curve concave Northerly having a radius of 1320.30 feet and a chord bearing of S85"30'57"W; thence departing said Westerly line of Parcel 1 (SC5-6), run Westerly along said North Right-of-way line and the arc of said curve through a certral angle of 02"49"38" for a distance of 65.15 feet to a non-tangent line; thence departing said North Right-of-way line, run NOO"0000"E, 215.95 feet; thence N90"00'00"W, 346.64 feet; thence N00"00'00"E, 4.07 feet; thence N90"00"00"W, 52.58 feet; thence N00"00"17"W, 48.40 feet; thence N89\*18'04"W, 322.45 feet to the POINT OF BEGINNING; bearings and distances are based on the Ficrida State Plane Coordinate System East Zone, North American Datum of 1983, (2011 adjustment) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Containing 20.895 acres more or less and being subject to any rights-of-way, restrictions and easements of record

2.	Plane Coordinate System East Zone, Nort (2011 adjustment), Northerly Right-of-wideschbed in Official Records Book 10850 records of Orange County, Florida, being 589°30'38"E (described) (J.S. Survey Foo	th American Datum of 1983 sy of Destination Parkway, , Page 4319, of the Public S89°18'04"E (measured), tl.	8 HFT as OHL SEC 6-24-29 PKA H/A	LINE NUMBER CURVE NUMBER CURVE NUMBER RECORDS DOCUMENTS DOCUMENTS ONL HOUSING FOR TO ONL HOUSING FOR TO SCUTTIN RANGE: PREMOUSLY KIN HOT APPLICABLE	JENT YUMBI ARTMERS DOAY LLC NISHIP 24 29 EAST DWH AS	NU. (MR) (MR) ER ORB PO(5) PC PT (R) R/W	PLAT BO PAGE(S) PONT OF	RAL RECORDS BOOK OK CURYATURE TANGENCY
3.	This Sketch of Description does not deplo that may be within or adjoining the land:			3/31/22 DLL 2/1/22 MKS	REVSED		& LEGAL	DESCRIPTION
				1/25/22 MKS				
	UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.  UCOP (SLRC) PARCEL 7 HOUSING FOR TODAY PARCEL - SEC 6-24-29						DESCRIPTION	
	ENGINEERS 2200 PARK AVENUE	MCINTOSH PLANNER NORTH, WINTER PARK, RTHICATE OF AUTHORIZA	RS FLORIDA 32789	SURVEYORS	.500 2100		85	
	IN 84: 011 CHECKED 84: 810	J08 NO 16197	SCALE M/A	SHEET	Certificité NOT VAUSS	NO GES MIBRET THE C CRICING SIGNAT SA EXPENSED S	addy add	TONE MO SEM

LEGEND



SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND

- SEE SHEET 2 FOR SKETCH

	The real party and the first party are the first				
LINETABLE					
BEARING	DISTANCE				
S89°18′04″E	326.87				
N00'20'10"W	216.42'				
N00"20'10"W	50.01				
M00.50.10M	1217.86				
N88*51'06"E	476.47'				
S01*08'54"E	114.29'				
N88*51'07"E	278.77'				
\$90°00'00"W	531.19'				
590°00'00"W	157.10				
500"12'33"W	395.66'				
N90*00'00*F	177 90				
500°00'00"E	322.79				
N53"46"14"E	43.46'				
500°00'00" E	251.04"				
N00'00'00"E	215.95'				
M30,00,00,AM	346.64				
N00,00,00,E	4.07"				
M200,00,000.M	52.58'				
N00°00'17"W	48.40'				
N89"18"04"W	322.45'				
	BEARING  \$89*18'04"E  N00"20'10"W  N00"20'10"W  N00"20'10"W  N88*51'06"E  501"08'54"E  N88*51'07"E  \$90"03'00"W  \$00"12'33"W  N90"00'00"E  N53"46'14"E  \$00"00'00"E  N90"03'00"W  N00"C0'00"E  N90"03'00"W  N00"C0'00"E				

CURVE TABLE					
NUMBER	RADIUS	DELTA	CHORD BEARING		
Cl	856.97°	18*57'23"	283.53'	SS9*20'08'E	
C2	526.98'	19*19'43*	177.781	\$40*11'35'E	
G	299.99	10*13'29*	53.53*	\$54°11'31'E	
C4	269.991	37"28'36"	176.601	\$40*33'58'E	
CS	1320.30	02*49"38"	65.15*	585*30'57"W	

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) PARCEL 7 HOUSING FOR TODAY PARCEL - SEC 6-24-29



### DONALD W. McINTOSH ASSOCIATES, INC. **ENGINEERS PLANNERS** SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 844-4068 CERTIFICATE OF AUTHORIZATION NO. L868

SHEET J DRAWN BY DU DATE 11/2020 CHECKED BY RIC 16197 R/A OF \_

### EXHIBIT "B" RELEASED EASEMENT AREA

### SKETCH OF DESCRIPTION

- SEE SHEET 2 FOR KEY MAP - SEE SHEET 3 FOR SKETCH

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

That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

COMMENCE at the Northeast corner of Lot 8, PLAZA INTERNATIONAL UNIT TWELVE, according to the plat thereof, as recorded in Plat Book 29, Page 13, of the Public Records of Orange County, Florida; thence S89°18'04"E along the North Right-of-Way line of Destination Parkway, as described in Official Records Book 10850, Page 4329, of said Public Records, a distance of 326.87 feet to the Southwest corner of SC-5, SC-6, & SC-7E, as described in Official Records Book 8891, Page 803, of said Public Records, and the Southwest corner of OHL PARCEL 7, as described in Official Records Document No. 20180616479, of said Public Records; thence departing said North Right-of-Way line run N00°20'10"W along the West line of said SC-5, SC-6, & SC-7E, and the West line of said OHL PARCEL 7, a distance of 216.42 feet to the Northwest corner of said OHL PARCEL 7; thence run the following three (3) courses along the West and Northerly lines of said SC-5, SC-6, & SC-7E: N00°20'10"W, 1267.87 feet; thence N88°51'06"E, 476.47 feet; thence S01°08'54"E, 114.29 feet to the Northerly line of the Drainage Easement, as described in Official Records Book 7750, Page 985, of said Public Records; thence departing said Northerly line of said SC-5, SC-6, & SC-7E, run the following three (3) courses along the Northerly and Southerly lines of said Drainage Easement: S88°51'07"W, 62.41 feet to the POINT OF BEGINNING; thence continue S88°51'07"W, 46.82 feet to a non-tangent curve concave Northeasterly having a radius of 229.99 feet and a chord bearing of S65°33'39"E; thence Southeasterly along the arc of said curve through a central angle of 12°52'24" for a distance of 51.67 feet to a non-tangent line; thence departing said Southerly line, run N00°20'10"W, 22.27 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, North American Datum of 1983, (2011 adjustment) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Containing 0.013 acres (571 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

### LEGEND LINE NUMBER

				C1	CURVE NUMBER
				DOC#	OFFICIAL RECORDS DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA
-	NOTES			SEC 6-24-29 PKA N/A NO.	SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST PREVIOUSLY KNOWN AS NOT APPLICABLE NUMBER NON-TANGENT
2.	This is not a survey.  Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, Northerly Right-of-Way of Destination Parkway, as described in Official Records Book 10850, Page 4329, of the Public records of Orange County, Florida, being S89*18'04"E (measured); S89*30'38"E (described); (U.S. Survey Foot).			(NR) ORS PB PG(S) PC PT (R) R/W SLRC	NON-RADIAL OFFICIAL RECORDS BOOK PLAT BOOK PLAT BOOK PAGE(S) POINT OF CURVATURE POINT OF TANGENCY RADIAL RIGHT-OF-WAY SAND LAKE ROAD COMPLEX
3.	This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.			IP. UCDP	PROPERTY LINE UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD
PR	EPARED FOR:				
U	NIVERSAL CITY DEVELOPMENT PARTNERS, LTD.	4/30/24	DLL	REVISED PER	ORANGE COUNTY COMMENTS
		DATE	BY		DESCRIPTION

UCDP (SLRC) PARCEL 7 - DRAINAGE EASEMENT RELEASED AREA

	4/30/24	DLL	REVISED PER ORANGE COUNTY COMMENTS
	DATE	BY	DESCRIPTION
			REVISIONS
. 7	TES. II	NC.	DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC. **ENGINEERS PLANNERS** SURVEYORS

SUITE 600, ORLANDO, 32810 (407)644-4068

Donald L Lambert Date 2024 on 30 10 31 18 04 00 Donald L Lambert

1950 SUMMIT PARK DRIVE TIFICATE OF AUTHORIZATION NO. LB68 JOB NO.

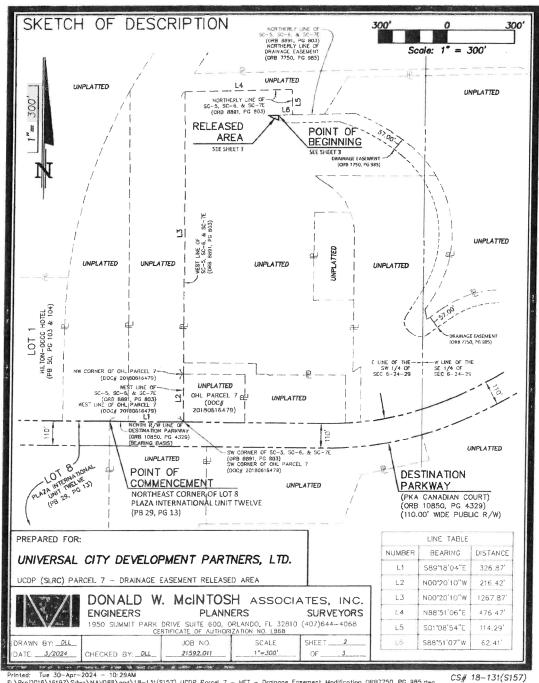
Bonsia L Compart Florida Registered Surveyor and Mapper Certificate No. 7097 NOT VALD MITHOUT THE ORIGINAL SIGNATURE AND SEA OR AN ELECTRONIC SIGNATURE (5U-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

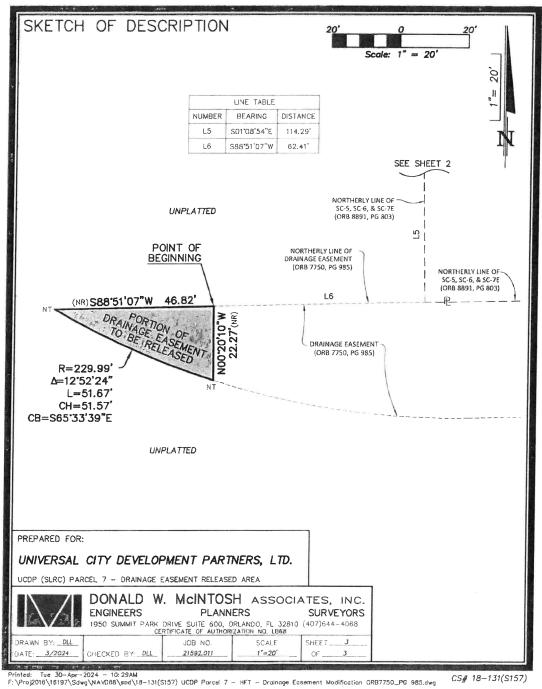
DRAWN BY DLL DATE: 3/2024

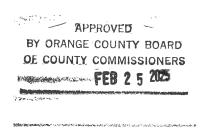
CHECKED BY: DLL

21592,011

SCALE SHEE N/A 3 April 30, 2024







Prepared By & Return To: M. Rebecca Wilson, Esquire Lowndes 215 North Eola Drive P.O. Box 2809 Orlando, Florida 32802-2809

Project: Catchlight Crossings

Cross Reference: O.R. Book 6025, Page 4765

# PARTIAL RELEASE OF DRAINAGE AND ACCESS EASEMENT

THIS PARTIAL RELEASE OF DRAINAGE AND ACCESS EASEMENT (this "Partial Release") is made effective as of the date last executed below (the "Effective Date"), by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County") and HOUSING FOR TOMORROW CORP., a Florida not-for-profit corporation, whose address is 1000 Universal Studios Plaza, Orlando, Florida 32819 ("HFTC").

### WITNESSETH

**WHEREAS**, County and Universal City Property Management Company III, a Delaware corporation, ("UCPMC") entered into that certain Drainage and Access Easement recorded May 16, 2000, in Official Records Book 6025, Page 4765, Public Records of Orange County, Florida (the "**Drainage Agreement**");

WHEREAS, HFTC is the owner of that certain real property described on **Exhibit "A"** attached hereto and made a part hereof (the "HFTC Property");

WHEREAS, a portion of the Easement Property (as defined in the Drainage Agreement) includes a portion of the HFTC Property (the "HFTC Easement Property") and HFTC is the

successor-in-interest to UCMPC as to the portion of the Drainage Agreement that affects the HFTC Property;

WHEREAS, HFTC has requested, and County has agreed, to release County's easement interest in that portion of the HFTC Easement Property more particularly described on <u>Exhibit</u> "B" attached hereto and made a part hereof (the "Released Easement Area");

WHEREAS, County and HFTC are desirous of modifying the Drainage Agreement as more particularly set forth hereinbelow; and

WHEREAS, any term not otherwise defined herein shall have the meaning ascribed to it in the Drainage Agreement.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, County hereby partially releases the Drainage Agreement and the Easement Property, and hereby discharges, terminates and releases the Drainage Agreement and the Easement Property with respect to the Released Easement Area, without impairing the operation and effect of the Drainage Agreement as to the remainder of the Easement Property which is not contained within the Released Easement Area (the "Remainder Easement Property"). The Drainage Agreement shall remain in full force and effect and shall remain unaffected by this Partial Release with respect to the Remainder Easement Property. All references in the Drainage Agreement to the "Easement Property" shall hereafter mean and refer to the Remainder Easement Property. The Released Easement Area shall no longer be encumbered by the Drainage Agreement or the Easement Property.

IN WITNESS WHEREOF, the parties have set their hands on the dates set forth hereinbelow.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

## JOINDER AND CONSENT TO PARTIAL RELEASE OF DRAINAGE AND ACCESS EASEMENT

The undersigned, WENDOVER HOUSING FOR TODAY, LLC., a Delaware limited liability company, ("Wendover") hereby certifies that it is the tenant described in the following encumbrances (collectively, the "Encumbrances"):

Title of Instrument	Date of Recording	Recording Reference
Ground Lease between Housing for	January 13, 2022	Doc # 20220033829,
Tomorrow Corp. and Wendover		Public Records of Orange
Housing for Today, LLC		County, Florida
First Amendment to Memorandum	October 31, 2023	Doc # 20230633253,
of Ground Lease		Public Records of Orange
2		County, Florida
Unrecorded Master Development	N/A	N/A
Agreement dated November 29,		
2021, as amended by First		
Amendment to Master Development		
Agreement dated October 25, 2023		

By its execution below, Wendover hereby joins in and consents to the execution and recording of the foregoing Partial Release to which this "Joinder and Consent to Partial Release of Drainage and Access Easement" (this "Wendover Joinder") is attached, to the terms and conditions of such Partial Release, and agrees that the Encumbrances, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Drainage Agreement, as amended by the Partial Release, as said Drainage Agreement, as amended by the Partial Release, may be further modified, amended, and/or assigned from time to time (collectively, the "Amended Drainage Agreement").

Furthermore, in the event that Wendover, any successor and/or assign of Wendover, and/or any other person, entity, and/or individual acquires any interest in the lands subject to the Amended Drainage Agreement pursuant to and/or under any or all of the Encumbrances, then Wendover agrees that the rights, benefits, privileges, duties, and obligations of County and of the other parties to the Amended Drainage Agreement (as set forth in the Amended Drainage Agreement) shall not be disturbed or impaired, and that Wendover, such successor and/or assign of Wendover, and/or such other person, entity, and/or individual shall be bound by, and the lands subject to the Amended Drainage Agreement shall be encumbered by, the Amended Drainage Agreement and the terms and conditions thereof.

Defined (capitalized) terms used in this Wendover Joinder, but not defined herein, shall have the meanings given to such terms by the Partial Release.

[signature page to joinder follows]



ORANGE COUNTY, FLORIDA By: Board of County Commissioners

By: By Jerry L. Demings
Orange County Mayor

Date: 25 HVWY 2025

ATTEST:

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

Jamily Son -

Deputy Clerk

Printed Name

## MORTGAGEE'S JOINDER AND CONSENT TO PARTIAL RELEASE OF DRAINAGE AND ACCESS EASEMENT

The undersigned, JPMORGAN CHASE BANK, N.A., a national banking association, ("Chase") hereby certifies that it is the holder of the following security instruments:

Title of Security Instrument	Date of Recording	Recording Reference
Construction Leasehold Mortgage,	October 31, 2023	20230633257
Security Agreement, Assignment of		
Leases and Rents and Fixture Filing		
(the "Chase Mortgage").		
State of Florida Uniform	November 2, 2023	20230637935
Commercial Code Financing		
Statement Form,		
Recognition, Attornment and	November 2, 2023	20230637939
Assent to Leasehold Security		
Instrument (Junior and Senior		
Mortgage)		
Subordination Agreement	November 2, 2023	20230637940

and recorded in the Public Records of Orange County, Florida, and other recorded and/or unrecorded documents, agreements, and instruments related to the "Loan" described and defined in the Chase Mortgage (collectively, the "Security Instruments").

By its execution below, Chase hereby joins in and consents to the execution and recording of the foregoing Partial Release to which this "Mortgagee's Joinder and Consent to Partial Release of Drainage and Access Easement" (the "Chase Joinder") is attached, to the terms and conditions of such Partial Release, and agrees that the Security Instruments, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Drainage Agreement, as amended by the Partial Release, as said Drainage Agreement, as amended by the Partial Release, may be further modified, amended, and/or assigned from time to time (collectively, the "Amended Drainage Agreement").

Furthermore, in the event that Chase, any successor and/or assign of Chase, and/or any other person, entity, and/or individual acquires any interest in the lands subject to the Amended Drainage Agreement pursuant to and/or under any or all of the Security Instruments, then Chase agrees that the rights, benefits, privileges, duties, and obligations of County and of the other parties to the Amended Drainage Agreement (as set forth in the Amended Drainage Agreement) shall not be disturbed or impaired, and that Chase, such successor and/or assign of Chase, and/or such other person, entity, and/or individual shall be bound by, and the lands subject to the Amended Drainage Agreement shall be encumbered by, the Amended Drainage Agreement and the terms and conditions thereof.

Defined (capitalized) terms used in this Chase Joinder, but not defined herein, shall have the meanings given to such terms by the Partial Release.

**Catchlight Crossings** 

IN WITNESS WHEREOF, the undersigned has executed this Chase Joinder in manner and form sufficient to bind it.

Signed, sealed, and delivered "CHASE" in the presence of: JPMORGAN CHASE BANK, N.A., a national banking association ASNIYN Moore 100 N. TAMPA ST. TAMPA, FL- 33602 Printed Address of Witness #1 Kitra Balentyne Printed Name of Witness #2 100 N. TAMPA ST. TAMPA, FL. 33602 Printed Address of Witness #2 STATE OF FLOREDA COUNTY OF HILLSBOROUSH of the bank. She/He v is personally known to me OR has produced as identification. drivers license Signature of Notary Public [AFFIX NOTARY SEAL] Kutrian Balentyne Notary Public State of Florida Katrina Balentyne My Commission HH 537966 My Commission Expires: July 10,2028 Expires 7/10/2028

# MORTGAGEE'S JOINDER AND CONSENT TO PARTIAL RELEASE OF DRAINAGE AND ACCESS EASEMENT

The undersigned, FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation, ("FCLF") hereby certifies that it is the holder of the following security instruments:

Title of Security Instrument	Date of Recording	Recording Reference
Leasehold Mortgage and Security	November 2, 2023	20230637936
Agreement (Catchlight Crossings/A		
Loan) ("A Loan Mortgage")		
Assignment of Leases, Rents and	November 2, 2023	20230637937
Contract Rights (Catchlight		
Crossings/A Loan)		
UCC-1 Financing Statement	November 2, 2023	20230637938
Recognition, Attornment and	November 2, 2023	20230637939
Assent to Leasehold Security		
Instrument (Junior and Senior		
Mortgage)		
Subordination Agreement	November 2, 2023	20230637940
Leasehold Mortgage and Security	November 3, 2023	20230640189
Agreement (Catchlight		
Crossings/B-I Loan ("B-I Loan		
Mortgage")		
Assignment of Leases, Rents and	November 3, 2023	20230640190
Contract Rights (Catchlight		
Crossings/B-I Loan)		
State of Florida Uniform	November 3, 2023	20230640191
Commercial Code Financing		
Statement Form		
Capital Magnet Fund Compliance	November 3. 2023	20230640192
Addendum		
Leasehold Mortgage and Security	November 3. 2023	20230640195
Agreement (Catchlight	1	
Crossings/B-II Loan) ("B-II Loan	1	
Mortgage")		
Assignment of Leases, Rents and	November 3, 2023	20230640196
Contract Rights		
State of Florida Uniform	November 3, 2023	20230640252
Commercial Code Financing		İ
Statement Form		
Capital Magnet Fund Compliance	November 3, 2023	20230640253
Addendum		

and recorded in the Public Records of Orange County, Florida, and other recorded and/or unrecorded documents, agreements, and instruments related to the "Loan" described and defined

**Project:** Catchlight Crossings

in the A Loan Mortgage, to the "Loan" described and defined in the B-I Loan Mortgage, and/or to the "Loan" described and defined in the B-II Loan Mortgage (collectively, the "Security Instruments").

By its execution below, FCLF hereby joins in and consents to the execution and recording of the foregoing Partial Release to which this "Mortgagee's Joinder and Consent to Partial Release of Drainage and Access Easement" (the "FCLF Joinder") is attached, to the terms and conditions of such Partial Release, and agrees that the Security Instruments, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Drainage Agreement, as amended by the Partial Release, as said Drainage Agreement, as amended by the Partial Release, may be further modified, amended, and/or assigned from time to time (collectively, the "Amended Drainage Agreement").

Furthermore, in the event that FCLF, any successor and/or assign of FCLF, and/or any other person, entity, and/or individual acquires any interest in the lands subject to the Amended Drainage Agreement pursuant to and/or under any or all of the Security Instruments, then FCLF agrees that the rights, benefits, privileges, duties, and obligations of County and of the other parties to the Amended Drainage Agreement (as set forth in the Amended Drainage Agreement) shall not be disturbed or impaired, and that FCLF, such successor and/or assign of FCLF, and/or such other person, entity, and/or individual shall be bound by, and the lands subject to the Amended Drainage Agreement shall be encumbered by, the Amended Drainage Agreement and the terms and conditions thereof.

Defined (capitalized) terms used in this FCLF Joinder, but not defined herein, shall have the meanings given to such terms by the Partial Release.

[signature page to joinder follows]

sufficient to bind it.

Expires September 13, 2027

Signed, sealed, and delivered "FCLF" in the presence of: FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation 800 N Magnolia Ave., Ste 106, Orlando, FL 32803 Print Name: 16NAC10 Printed Address of Witness #1 Title: Date: January Janet de auchen Printed Name of Witness #2 800 N Magnolia Ave., Ste 106, Orlando, FL 32803 Printed Address of Witness #2 STATE OF Florida COUNTY OF STOYAGE The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, on this 3 day of \_\_\_\_\_\_\_, 2024 by \_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_, of FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation, on behalf of the corporation. She/He \_\_\_\_\_\_\_ is personally known to me OR \_\_\_\_\_ has produced as identification. [AFFIX NOTARY SEAL] Signature of Notary Public SHANTÉ J. RILEY My Commission Expires: Sep. 13, 2027 Commission # HH 443393

IN WITNESS WHEREOF, the undersigned has executed this FCLF Joinder in manner and form

### **EXHIBIT "A"**

### HFTC PROPERTY

SKETCH OF DESCRIPTION = SEE SHEET 2 FOR SKETCH CURVE TABLES

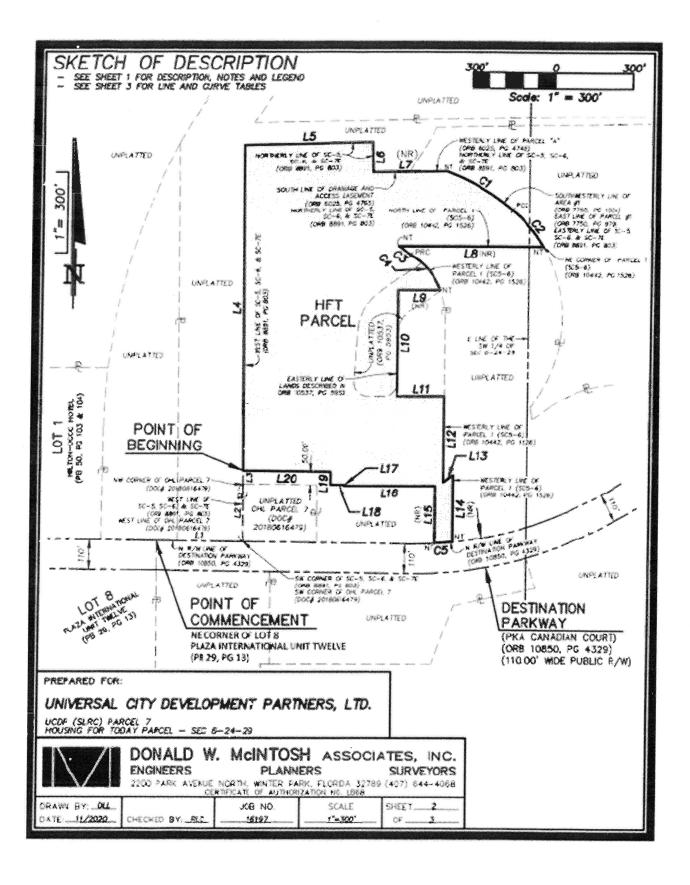
DESCRIPTION: (Prepared by Donald W. Micintosh Associates, Inc.)

That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of Lot 8, PIAZA INTERNATIONAL UNIT TWELVE, according to the plut thereof, as recorded in Plat Book 29, Page 13, of the Public Records of Crange County, Florida; thence 589°18'04"E along the North Right-of-way line of Destination Parkway, as described in Official Records Book 10850, Page 4329, of said Public Records, a detance of 326.87 feet to the Southwest comes of 50-5, 50-6, & SC-7E, as described in Official Records Book 8891, Page 803, of said Public Records, and the Southwest corner of CHL PARCEL 7, as described in Document No. 20180616479, of said Public Records; thence departing said North Right-ef-way line run N00'20'10"W along the West line of said SC-5, SC-6, & SC-7E, and the West line of said OHL PARCEL 7, a distance of 216.42 feet to the Northwest corner of said OHL PARCEL 7; thence run the following seven (7) courses along the West, Northerly, and Easterly lines of said SC-5, SC-6, & SC-)E: 1400\*20\*10\*W, 50.01 feet to the POINT OF BEGINNING, thence continue NOO'20'10'W, 1217.84 feet, thence N88'51'06"t, 476.47 feet; thence 503'06'54"t, 114.29 feet to the South line of a Drainage and Access Easement, as described in Official Records Book 6025, Page 4765, of said Public Records; theree N88°51'07"E along the South line of said Drainage and Access (asement and the Westerly line of Parcel "A", as described in Official Records Book 6025, Page 4748, of said Public Records, a distance of 278,77 feet to a non-tangent curve concave Southwesterly having a radius of 856.97 fart and a chord bearing of \$50°20'00'E; thence departing said Westerly line, run Southeasterly along the Southwesterly line of Area #1, as described in Official Records Book 7750, Page 1004, of said Public Records, and the East line of Parcel #1, as described in Official Records Book 7750, Page 979, of said Public Records, and the arc of said curve through a central angle of 18\*57'23" for a distance of 283.53 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 526.98 feet and a chord bearing of S40"11"35"E: thence Southeasterly along the East line of said Parcel #1, and the arc of said curve through a contral angle of 19"19"43" for a distance of 177.78 feet to the Northeast corner of Parcel 1 (SCS-6), as described in Official Records Book 10442, Page 1526, of said Public Records, and a non-tangent line; thence departing said East line run the following three (3) courses along the North and Westerly lines of said Parcel 1 (5C5-6): 590°03'00"W, 531.19 feet to a non-tangent curve concave Northeasterly having a radius of 299.99 feet and a chord braining of \$54\*11'31's; thence Southeasterly along the arc of said curve through a central angle of 10"13'29" for a distance of 53.53 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 269.99 feet and a chord bearing of \$40°33°58°E; thence Southeasterly along the arc of said curve through a central angle of 37°28'36" for a distance of 17660 feet to a non-tangent line; thence desarting said Westerly line, run \$50'00'00"W, 157.10 feet; thence \$00'12'33"W along the East line of lands described in Official Records Book 10537, Fage 5953, of said Public Records, and the Northerty and Southerty prolongations thereof, 395.66 feet; thesce N90°00'05, 177.90 feet to the aforesald Westerly line of Parcel 1 (SCS-6); thence run the following three (3) courses along said Westerly line of Parcel 1 (SCS-6): S00°00'00°E, 322.79 feet; thence NS3°46'14"E, 43.46 feet; thence S00°00'00"E, 251.04 feet to the aforesaid North Right-of-way line of Destination Parkway and a non-tangent curve concave Northerly having a radius of 1320.30 feet and a chord bearing of S85"30'57"W; thence departing said Westerly line of Parcel 1 (SCS-6), run Westerly along said North Right-of-way line and the arc of said curve through a central angle of 02"49"58" for a distance of 65.15 feet to a non-tangent line, thence departing said front Right-of-way line, run 800"00"00", 215.95 feet; thence N90'00'00"W, 346.64 feet; thence N00'00'00"E, 4.07 feet; thence N90'00'00"W, 52.58 feet; thence N00'00'17"W, 48.40 feet, thence N89"18"04"W, 322.45 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, North American Datum of 1983, (2011 adjustment) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Containing 20.895 acres more or less and being subject to any rights-of-way, restrictions and easements of record

							LEGI	ZND		
	NOTES			Ľ1	LINE NUM			NO.	MUNICH *	
1.	This is not a w	vey.		000g	RECORDS	OUNT)	r Official Bent Manbe	NT (MR) R CAG	NON-TA NON-AA DEFICAL	
2.	Maine Coordinal (2011 adjustme described in Off records of Oran 589°30'38"E (de	idances shown hereon are te System East Zone, North nt), Northerly Right of wa Icial Records Book 10350, ge County, Fiorida, being I scribed) IJ.S. Survey fool	American Datum of ; y of Destination Parks; Page 4319, of the Pub 589"18"Of E. (measure)	963 HIT ay, 85 OFL AC SEC 8-24-29 I). PAA N/A	DE VELOP HOUSING ONE HOU SECTION I SOUTH, R PREVIOUS HOY APP	FOR TO RVGS, TOW VACE V KNO	DOAY LLC NISHIP 24 28 EAST XMH AS	PG (1)	PLAT BE PAZE(S) PONT O PONT O RASIAL PROHIT-( PROPER	F CURVATURE F TANGANGY Y-MAY
3.		escription does not depic hin or adjoining the lands		or <b>ć</b>	3/31/22 2/1/22	DUL MKS	REVSED 6	**************************************	& LEGAL D SKETCH	DESCRIPTION
PRE	PARED FOR:									DESCRIPTION
		CITY DEVELOR		NERS, LTD.		MKS	REVISED E	BOUNDARY COLSC	A,JEGAL BBTON,	DESCRIPTION DESCRIPTION
		DONALD W. ENGINEERS 2200 PARK AVENUE	McINTOS PLANN	ERS RK. FLORIDA 32769	SURVEY	ORS		Cheek Jones	285	
	N 9Y: DLL.	CHECKED BY: BL	309 NO. 16197	SCALE.	SHEET	1	Carried And And And And And And And And And An		page to the	HAVE NO SEAL.



SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND

- SEE SHEET 2 FOR SKETCH

	UNETABLE				
NUMBIR	BEARING	DISTANCE			
t1	589"18"04"E	326.87			
1,2	N00*20*10*W	216.42			
13	N00+20-10-M	50.01'			
L4	M00°20'10"W	1217,86			
15	N88"51'06"E	476.47			
1.6	501°C8'54"E	114,291			
1,7	N88*51'07*E	278.77			
1,8	590°00'00°W	531.19			
L9	590°00'00"W	157.10			
110	500°12'33"W	395.66"			
131	M90,00,00,£	177,90			
U2	Soorcoroore	322.79"			
L13	N53"46"14"E	43.46			
1.14	S00"00"00" E	251.04			
L15	M00,£0,00,£	215.95			
1.16	M30,00,00,AA	340.64"			
1.2.7	Noorcoloofe	4.07			
(18	N907007007V/	52.58			
i.19	N001001171W	48.40			
120	N89"18'04"W	372.45			

CURVE TABLE						
NUMBER	MBER RADIUS DELTA		LENGTH	CHORD BEARING		
Cl	856,97	18'57'23"	283.53*	\$59"20"08"E		
C2	526.98	19'19'43'	177.78	540"1135"8		
Ç3	295.99'	10"13"29"	53.53	SS4"11"31"E		
Cŧ	269,99	37'28'36'	176.60	\$40"33"58"E		
C5	1325.30	02*49'38*	65,15"	185°30′57″W		

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) PARCEL 7 HOUSING FOR TODAY PARCEL — SEC 6-24-29



DONALD W. McINTOSH ASSOCIATES, INC. ENGNEERS PLANNERS SURVEYORS

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

DRAWN BY: \_QL\_ J08 NO. SCALE SHEET \_\_\_ DATE: 11/2020 CHECKED BY \_\_BLC\_ 16197 N/A OF. 1

### **EXHIBIT "B"**

### RELEASED EASEMENT AREA

### SKETCH OF DESCRIPTION

- SEE SHEET 2 FOR SKETCH

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

That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of Lot 8, PLAZA INTERNATIONAL UNIT TWELVE, according to the plat thereof, as recorded in Plat Book 29, Page 13, of the Public Records of Orange County, Florida; thence S89°18'04"E along the North Right-of-Way line of Destination Parkway, as described in Official Records Book 10850, Page 4329, of said Public Records, a distance of 326.87 feet to the Southwest corner of SC-5, SC-6, & SC-7E, as described in Official Records Book 8891, Page 803, of said Public Records, and the Southwest corner of OHL PARCEL 7, as described in Official Records Document No. 20180616479, of said Public Records; thence departing said North Right-of-Way line, run N00°20'10"W along the West line of said SC-5, SC-6, & SC-7E, and the West line of said OHL PARCEL 7, a distance of 216.42 feet to the Northwest corner of said OHL PARCEL 7; thence run the following two (2) courses along said West line of SC-5, SC-6, & SC-7E: N00\*20!10"W, 50.01 feet; thence continue N00°20'10"W, 1103.56 feet to the South line of the Drainage and Access Easement, as described in Official Records Book 6025, Page 4765, of said Public Records; thence N88°51'07"E along said South line, 59.77 feet to the POINT OF BEGINNING; thence continue N88°51'07"E along said South line, 355.91 feet; thence departing said South line, run N00"00'00"E, 53.57 feet; thence S90"00'00"W, 5.08 feet; thence N00°00'00"E, 23.17 feet; thence N90°00'00"W, 350.76 feet; thence S00°00'00"W, 83.87 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Containing 0.653 acres (28,460 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

### NOTES LEGEND This is not a survey Li LINE NUMBER NUMBER NON-TANGENT NON-RADIAL OFFICIAL RECORDS BOOK PLAT BOOK 2. Bearings and distances shown hereon are ourseast to the Florida State CI CURVE NUMBER CRANCE COUNTY OFFICIAL RECORDS DOCUMENT NUMBER Plane Coordinate System East Zone, North American Datum of 1983 DOC# (2011 adjustment), Northerly Right of way of Destination Parkway, as UNIVERSAL CITY DEVELOPMENT PARTNERS HOUSING FOR TODAY LICTIP described in Official Records Book 10850, Page 4329, of the Public PAGE(S) HET POINT OF CURVATURE records of Orange County, Florida, being \$89\*18'04"E. (measured). OHL HOLDINGS, LLC CHL S89\*30'38"E (described) (U.S. Survey Foot). SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST RADIAL SEC 6-24-29 RIGHT-OF-WAY PREVIOUSLY KNOWN AS NOT APPLICABLE This Sketch of Description does not depict any easements of record PKA N/A PROPERTY LINE that may be within or adjoining the lands described hereon. PREPARED FOR: UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD. DATE BY DESCRIPTION UCDP (SLRC) - HOUSING FOR TODAY DRAINAGE EASEMENT PARTIAL TERMINATION - 6025/4765 REVISIONS DONALD IN MUNTOSH ASSOCIATES, INC., CERTIFICATE OF AUTHORIZATION NO. LIBER DONALD W. MCINTOSH ASSOCIATES, INC. Donald Liambert **ENGINEERS PLANNERS SURVEYORS** 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 CERTIFICATE OF AUTHORIZATION NO. LB88 (407) 644-4068 Donald L. Lambert Celsber 23, 2022 Florida Professional Surveyor and Mapper Certificate No. 7087 NOT WALD MITCHAIN EMPLOYEE AND SEAL OR AN ELECTRONIC SIGNATURE (5.-17.050,3) F.A.C.). OF A FLORIDA LICENSED SURVEYOR AND MAPPER. DRAWN BY: DLL JOB NO. SCALE SHEET. DATE: 11/2020 CHECKED BY: RLC 16197 N/A OF.

