



**Interoffice Memorandum**

May 4, 2023

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

A handwritten signature in black ink, appearing to be "T. Boldig", written over the "TO:" field.

FROM: Timothy L. Boldig, Interim Director  
Planning, Environmental, and Development  
Services Department

CONTACT PERSON: **Mitchell Glasser, Manager**  
**Housing and Community Development Division**  
**407-836-5190**

SUBJECT: May 23, 2023 – Consent Item  
Amended and Restated Parking, Access, and Lift Station Agreement  
and Easement

On September 14, 2021, the Board approved the ranking and selection of four firms under RFP-Y21. Emerald Villas Phase Three, LLC was one of the selected firms. On January 24, 2023, the Board approved the Multi-Family Developer's Agreement between Orange County and Emerald Villas Phase Three LLC regarding the terms and conditions for receiving gap financing for this 90 unit affordable housing project. On March 22, 2022 the Board approved a Global Modification of Mortgages and Other Loan documents for Emerald Villas Phase Three. The purpose of this Global Modification was to release liens on that portion of property where Phase Three will be constructed in order to secure new financing. As part of the approval for Phase One (Seville Place, also known as, Emerald Villas) and Emerald Villas Phase Two, a series of liens and other documents were recorded on the property to provide for construction and ensure the affordability of the project.

Now that the land for Phase Three has been separated, the existing easement must be modified to make Phase Three a party and to extend the easement rights to Phase Three, and to reallocate some existing cost obligations to reflect the new ownership and usage percentages. The Amended and Restated Parking, Access, and Lift Station Agreement and Easement has been prepared to provide the necessary easement rights for the Phase Three project.

The County Attorney's Office has reviewed this Agreement as to form.

**ACTION REQUESTED: Approval of Amended and Restated Parking, Access, and Lift Station Agreement and Easement (Seville Place/Emerald Villas II and III) by and among Seville Place Holdings, Ltd.; Emerald Villas Phase Two, LLC; and Emerald Villas Phase Three, LLC and approval and execution of Joinder and Consent Fifth Mortgagee – Phase Two Property. District 2**

TLB:MG  
Attachment

BCC Mtg. Date: May 23, 2023

This Instrument Was Prepared By,  
Record and Return To:

Patricia K. Green, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 West Flagler St., Suite 2200  
Miami, Florida 33130

**AMENDED AND RESTATED PARKING,  
ACCESS, AND LIFT STATION AGREEMENT AND EASEMENT  
(Seville Place/ Emerald Villas II and III)**

This Amended and Restated Parking, Access and Lift Station Agreement and Easement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and among SEVILLE PLACE HOLDINGS, LTD., a Florida limited partnership ("Phase One Owner"), EMERALD VILLAS PHASE TWO, LLC, a Florida limited liability company ("Phase Two Owner") and EMERALD VILLAS PHASE THREE, LLC, a Florida limited liability company, each having its principal office located at 2850 Tigertail Avenue, 8<sup>th</sup> Floor, Miami, FL 33133.

RECITALS

A. Phase One Owner is the owner of the property legally described on Exhibit "A" attached hereto and made a part hereof (the "Phase One Property") Phase One Owner has constructed and is operating a 264-unit apartment complex on the Phase One Property.

B. Phase Two Owner is the owner of the property legally described on Exhibit "B" attached hereto and made a part hereof (the "Phase Two Property") Phase Two Owner has constructed and is operating 96-unit apartment complex on the Phase Two Property.

C. Phase Three Owner is the owner of the property legally described on Exhibit "C" attached hereto and made a part hereof (the "Phase Three Property"). Phase Three Owner intends to construct an apartment complex containing approximately 90 units on the Phase Three Property.

D. Phase One Owner and Phase Two Owner entered into that certain Access and Lift Station Agreement and Easement dated as of February 28, 2019, and recorded as Document Number 20190134747, in the Public Records of Orange County, Florida (the "Original Agreement").

E. Phase One Owner, Phase Two Owner and Phase Three Owner are sometimes herein collectively referred to as the “Parties” and each, individually, as a “Party”. The Phase One Property, the Phase Two Property and the Phase Three Property are sometimes collectively referred to herein as the “Properties”, and each, a “Property”.

F. The Parties desire to amend and restate the Original Agreement in order add the Phase Three Owner as a party, to expand the scope of easement services provided therein, and to provide the respective easements and rights provided herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Access, Utilities and Other Easements. Each of the Parties hereto hereby grants to the other Parties for their respective use and benefit, and the use and benefit of their successors and assigns who acquire an interest in the other Properties, and their respective tenants, agents, employees, customers and invitees, a perpetual non-exclusive easement (i) for vehicular and pedestrian ingress and egress over, across and through the driveways and sidewalks constructed from time to time within their respective Properties, (ii) for the use of exterior recreational facilities such as playgrounds or sports courts located from time to time within their respective Properties, (iii) for the purpose of access and connection to public or private utilities that do not have direct connections to the benefitted Property. In no event shall any of the Parties have any access to the interior facilities on the other Properties, such as computer labs, tenant meeting rooms or exercise facilities pursuant to the easements created hereby, (iv) as needed, for the drainage and retention of surface water runoff from one Property through or into another Property, (v) as needed, for the sharing of density as allocated by Orange County or other applicable governmental entity for the construction of the number of units on the respective Properties as set forth in the Recitals above and (vi) as needed, for the sharing of undeveloped acreage to count towards the respective Properties’ zoning requirements for “green space” or any open area on a Property that does not have sufficient undeveloped land.

3. Maintenance. Each of the Parties agrees to perform ordinary maintenance on the driveways, sidewalks drainage facilities, green space and recreational amenities within its Property, at its own cost, for the joint use thereof by the Parties to the extent granted or permitted herein, in working condition and free of material defects, subject to occasional interruption of service due to (i) ordinary wear and tear and use thereof, (ii) routine or extraordinary maintenance or (iii) events beyond the granting Party’s reasonable control. Each of the Parties

shall have the right to perform all such ordinary maintenance and repairs itself through its management company, or to select the contractor(s) of its choice in connection with all aspects of maintenance, repair and operation of its driveways, sidewalks and recreational amenities.

4. Parking. Each of the Parties hereto hereby grants to the other Parties for their respective use and benefit, and the use and benefit of their successors and assigns who acquire an interest in the other Properties, and their respective tenants, agents, employees, customers and invitees, a perpetual non-exclusive easement for the parking of vehicles in the parking spaces located on the respective Properties, from time to time. In no event shall any Party exercise the parking easement granted herein for the permanent location of any structure or the storage of materials on the parking lot of another Property.

5. Parking Lot Maintenance. Each of the Parties agrees to perform ordinary maintenance on the parking areas within its Property, at its own cost, for the joint use thereof by the Parties to the extent granted or permitted herein, free of material defects, subject to occasional interruption of service due to (i) ordinary wear and tear and use thereof, (ii) routine or extraordinary maintenance or (iii) events beyond the granting Party's reasonable control. Each of the Parties shall have the right to perform all such ordinary maintenance and repairs itself through its management company, or to select the contractor(s) of its choice in connection with all aspects of maintenance, repair and operation of its parking lots.

6. Allocation of Costs for Extraordinary or Capital Repairs for Phase One Entry, Driveway and Drainage Pond. In the event that (a) the entry feature on the Phase One Property and that part of the driveway within the Phase One Property which is used by the Phase Two Owner and the Phase Three Owner for ingress and egress to Pine Hills Road or (b) the drainage pond located on the Phase One Property which will serve as outfall for the other Properties is to be entirely redesigned, resurfaced, or are to undergo extraordinary repairs, or repairs which are treated as capitalized expenses, the costs of such extraordinary or capital repairs shall be borne by the Parties in the following percentages: (a) sixty three percent (63%) by the Phase One Owner, (b) fourteen percent (14%) by the Phase Two Owner and (c) twenty three percent (23%) by the Phase Three Owner.

7. Exercise of Utility Easements. With regard to the grant of easement rights for the purpose of access and connection to public or private utilities that do not have direct connections to any Property, a benefitted Party shall not exercise such rights in any way that will disturb any buildings, structures or other permanent improvements on any Property or otherwise unduly interfere with another Party's use and enjoyment of its own Property. Any temporary disturbance of the surface required to install utility equipment shall be promptly repaired by the benefitted Party, at its own expense, to restore such surface to as good as or better condition as existed before such disturbance.

8. Lift Station Easement.

a. Easement. A lift station and related equipment are located on the Phase One Property (the “Lift Station”), which will service all of the Properties. Phase One Owner hereby grants to Phase Two Owner and Phase Three Owner, for their respective use and benefit and their respective successors and assigns who acquire an interest in their Properties, and their respective agents and employees, a perpetual non-exclusive easement for access, ingress and egress upon the Phase One Property for the purpose of (a) access to the Lift Station, (b) installation and maintenance the lines that will connect to the Lift Station to the Phase Two Property or the Phase Three Property, as applicable, (c) the transfer of effluent from the Phase Two Property and the Phase Three Property to the Lift Station and to force mains that serve the Lift Station, and (d) connection to the sewer lines within the Phase One Property that are currently existing or may be installed hereafter, from time to time, all subject to obtaining the required governmental approvals and permits. Phase Two Owner and Phase Three Owner each agree to access the Lift Station and exercise the easement rights created hereby in a manner which will not unreasonably interfere with the operation of the Phase One Owner’s business upon the Phase One Property.

b. Maintenance Covenants. Phase One Owner agrees to maintain the Lift Station, and force mains, where applicable, for the joint use thereof by the Parties, in working condition and free of material defects, subject to occasional interruption of service due to (i) ordinary wear and tear and use thereof, (ii) routine or extraordinary maintenance or (iii) events beyond Phase One Owner’s reasonable control; provided, however, that any Party using the Lift Station in any negligent or willful manner, which causes damage to or disturbance of the Lift Station or any equipment related thereto, shall be responsible for any extraordinary maintenance or repair associated with such damage or disturbance. Phase One Owner shall have the right to select the contractor(s) of its choice in connection with all aspects of maintenance, repair and operation of the Lift Station; provided, however, that all agreements with such contractor(s) shall be bona-fide, arms-length agreements for services at usual and customary rates.

c. Emergency Maintenance. In the event of an emergency situation that jeopardizes the health, safety, or welfare of any of the Properties or residents that reside on any Property, any Party have the right, on an emergency basis, to undertake any reasonable maintenance or repair to bring the Lift Station, force mains, or other equipment associated with the Lift Station, into operation in order to remedy the emergency situation. Payment of any costs associated with emergency maintenance shall be governed by the payment provisions set forth below.

d. Payment Covenants. Phase One Owner shall pay (a) fifty seven and one-half percent (57.5%), Phase Two Owner shall pay twenty percent (20%) and Phase Three Owner shall pay twenty two and one-half percent (22.5%) of the operating and maintenance costs of the Lift Station (“Operating Costs”); provided, however that Phase Three Owner shall have no obligation to contribute its share until Phase Three Owner receives a Certificate of Occupancy for its project to be constructed on the Phase Three Property. Prior to Phase Three Owner’s

receipt of a Certificate of Occupancy, Phase Two Owner shall pay twenty seven percent (27%) and Phase One Owner shall pay seventy three percent (73%) of the Operating Costs. Phase One Owner shall provide Phase Two Owner and Phase Three Owner with copies of all maintenance contracts and service agreements entered into that will generate fixed costs, and shall consult with Phase Two Owner and Phase Three Owner prior to incurring any extraordinary costs for unanticipated service or repairs. Phase One Owner shall invoice Phase Two Owner and Phase Three Owner for all routine and extraordinary aspects of the use, maintenance or repair of the Lift Station, and payment shall be made by Phase Two Owner and Phase Three Owner within ten (10) days following the date of any invoice for Operating Costs associated with the Lift Station. Invoices shall include copies of all bills and statements pertaining to the Lift Station for the billing period in question. Phase One Owner shall use reasonable efforts to tender invoices on a quarterly basis but reserves the right to alter the billing period in any manner consistent with its bookkeeping procedures. In the event Phase One Owner discovers that any previously tendered invoice was in an amount which was insufficient to cover the other Parties' share of Operating Costs for any billing period, payment shall be made within ten (10) days following receipt of a supplemental invoice therefor. Each Party shall each be individually responsible for the maintenance, repair and replacement of any portion of the pipes or other equipment pertaining to the Lift Station which solely serve their individual Properties.

9. Indemnity. Each of the Parties hereto agrees to indemnify the others and hold them harmless from and against any and all loss, cost, expense, claims or damages suffered by a Party as a result of the negligent or willful act or omission of the other, its employees, agents and contractors, as a result of the exercise of the rights and obligations of the Parties under this Agreement, except for any such liability, loss, damage, cost or expense as may arise in whole or in part from the acts of the Party seeking indemnification. Each Party shall obtain and maintain commercial general liability insurance, naming the other Parties' mortgagee(s) as additional insured parties, which provides coverage for acts occurring not only on its own property but also on the other Properties in connection with the exercise of any of the easement rights granted herein, in an amount of coverage which is not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, with an additional \$5,000,000 umbrella coverage. The provisions of this section shall survive termination of this Agreement insofar as any claims with respect to such indemnification are filed prior to, or within three (3) years of the expiration or termination of this Agreement.

10. Release and Waiver of Subrogation Rights. To the extent allowable under the laws and regulations governing the writing of insurance required within the state of Florida, the Parties each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this Agreement, pursuant to insurance policies carried by the Parties which are in force at the time of the loss or damage. The Parties will each request its insurance carrier to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation. The provisions of this Section shall survive termination of this Agreement.

11. Change in Use of Property. Phase Two Owner and Phase Three Owner each hereby covenant not to (a) change the use of their respective Properties as an affordable housing rental community, or (b) subdivide their Properties for additional development, without the consent of the Phase One Owner and Federal Home Loan Mortgage Corporation (“FHLMC”), its successors and assigns, as the holder of a mortgage lien on the Phase One Property recorded under Document Number 20110656148 of the Public Records of Orange County, Florida, which consent may be withheld if the Phase One Owner or FHLMC determines in its sole discretion that the use and operation of the Phase One Property following such event would be adversely impacted by such change or subdivision.

12. Successors and Assigns. This Agreement shall bind, and the benefit thereof shall inure to, the respective successors and assigns of the Parties hereto.

13. No Public Dedication. Nothing contained in this Agreement shall, in any way, be deemed or constitute a gift of or dedication of any portion of any lands described herein to the general public or for the benefit of the general public whatsoever, it being the intention of the Parties hereto that this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named.

14. Remedies. Upon a default by any Party hereto the non-defaulting Party shall have any and all remedies available at law or in equity; provided, however, that no Party shall have the right to invoke any equitable remedy which would deny another Party physical access to its property.

15. Enforcement. In the event it becomes necessary for any Party including the holder of any mortgage lien to defend or institute legal proceedings as a result of the failure of either Party to comply with the terms, covenants and conditions of this Agreement, the prevailing Party in such litigation shall recover from the other Party all costs and expenses incurred or expended in connection therewith, including, without limitation, reasonable attorneys' fees and costs, at all levels.

16. Notices to Mortgagees and Investor Members. Each of the Parties agrees to furnish duplicate copies of any notices of default delivered to the other, to the holder of any mortgage lien encumbering their respective properties, or to the entity which is the investor member of a Party, provided that the identity and address of such mortgagees or investor member have been made known to the Party sending any such notice.

17. Amendment. The Parties hereto agree that this Agreement may not be amended, released or terminated without the prior written consent of the holder of any mortgage encumbering the property to be affected by such amendment.

18. Third Party Beneficiary. So long as any mortgage loan remains outstanding with respect to any Property, or any amounts are owed to the holder(s) of such mortgages, such holder(s) shall

be deemed an intended third-party beneficiary hereof and entitled to enforce the provisions hereof. All Parties agree to accept a cure tendered by another Party's mortgagee or investor member as if the party itself had tendered such cure.

19. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.

20. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

22. Notices. All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt requested, by nationally recognized overnight courier service such as Federal Express, or by hand delivery, and shall be addressed to the respective Parties at the addresses set forth in the preamble to this Agreement.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating in any manner to the subject matter of this Agreement. No prior agreement or understanding pertaining to same shall be valid or of any force or effect, and the covenants and agreements herein contained cannot be altered, changed or supplemented except in writing and signed by the Parties hereto.

24. Severability. If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Agreement shall not be affected thereby and shall be legal, valid and enforceable.

25. Venue; Jurisdiction. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions. Further, all Parties hereto agree to avail themselves of and submit to the personal jurisdiction of the Courts of the State of Florida in Miami-Dade County.

SIGNATURES APPEAR ON FOLLOWING PAGES









## Exhibit "A"

### Phase One - Legal Description

FROM THE SOUTH 1/4 CORNER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN N 00°01'24" W ALONG THE 1/4 SECTION LINE FOR 516.15 FEET; THENCE RUN N 89°50'13" W PARALLEL WITH THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 7, FOR 40.00 FEET TO THE POINT OF BEGINNING ON THE WEST RIGHT OF WAY LINE OF PINE HILLS ROAD; THENCE RUN N 00°01'24" W ALONG SAID RIGHT OF WAY LINE FOR 469.46 FEET TO A POINT OF CURVE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 995.93 FEET, A CENTRAL ANGLE OF 04°03'34", A CHORD OF 70.55 FEET AND A CHORD BEARING OF N 02°00'27" E FOR AN ARC DISTANCE OF 70.56 FEET; THENCE RUN N 00°01'24" W FOR 92.81 FEET TO A POINT OF CURVE, THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 622.96 FEET, A CENTRAL ANGLE OF 11°45'07", A CHORD OF 127.55 FEET AND A CHORD BEARING OF N 17°21'00" E FOR AN ARC DISTANCE OF 127.78 FEET; THENCE RUN N 13°58'36" E FOR 104.50 FEET; THENCE RUN N 76°01'24" W FOR 10.00 FEET TO A POINT OF CURVE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A RADIUS OF 767.51 FEET, A CENTRAL ANGLE OF 02°40'38", A CHORD OF 35.86 FEET AND A CHORD BEARING OF N 12°38'17" E FOR AN ARC DISTANCE OF 35.86 FEET TO THE SOUTHEAST CORNER OF TRACT "A" OF THE VILLAS AT PINE HILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 114 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING THE WEST RIGHT OF WAY LINE OF PINE HILLS ROAD, RUN S 89°02'08" W ALONG THE SOUTH LINE OF SAID VILLAS AT PINE HILLS FOR 611.70 FEET; THENCE RUN S 01°07'48" E FOR 466.28 FEET; THENCE RUN S 88°59'59" W FOR 611.87 FEET; THENCE RUN S 00°01'24" E PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 7 FOR 919.05 FEET TO THE SOUTH LINE OF SAID SECTION 7, THENCE RUN S 02°17'17" E FOR 134.33 FEET TO THE NORTH LINE OF THE SOUTH 1190.00 FEET OF THE NE 1/4 OF THE NW 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE RUN N 89°40'49" E ALONG SAID LINE FOR 638.08 FEET TO THE SW CORNER OF SPRING HILL SUBDIVISION, AS RECORDED IN PLAT BOOK 1 AT PAGE 44 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 00°01'24" W FOR 374.98 FEET TO THE NW CORNER OF SAID SPRING HILL SUBDIVISION; THENCE RUN S 89°50'13" E ALONG THE NORTH LINE OF THE SAID SPRING HILL SUBDIVISION FOR 507.45 FEET TO WEST RIGHT OF WAY LINE OF PINE HILLS ROAD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 18,168.33 FEET, A CENTRAL ANGLE OF 00°24'23", A CHORD OF 128.88 FEET AND A CHORD BEARING OF N 00°13'36" W FOR AN ARC DISTANCE OF 128.88 FEET; THENCE RUN N 00°01'24" W FOR 141.12 FEET TO THE POINT OF BEGINNING.

**Exhibit “B”**

Phase Two - Legal Description

# SKETCH OF DESCRIPTION

SECTION 7, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

## DESCRIPTION PHASE 2

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN THENCE N00°01'24"W ALONG THE 1/4 SECTION LINE A DISTANCE OF 516.15 FEET; THENCE N89°50'13"W PARALLEL WITH THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PINE HILLS ROAD; THENCE N00°01'24"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 469.46 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.93 FEET, A CHORD BEARING OF N02°00'27"E, A CHORD DISTANCE OF 70.55 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°03'35", A DISTANCE OF 70.56 FEET; THENCE N00°01'24"W A DISTANCE OF 92.81 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 622.96 FEET, A CHORD BEARING OF N17°21'00"E, A CHORD DISTANCE OF 127.55 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°45'07", A DISTANCE OF 127.78 FEET TO A NON-TANGENT POINT; THENCE N13°58'36"E A DISTANCE OF 104.50 FEET; THENCE N76°01'24"W A DISTANCE OF 10.00 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 767.51 FEET, A CHORD BEARING OF N12°38'17"E, A CHORD DISTANCE OF 35.86 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°40'38", A DISTANCE OF 35.86 FEET TO THE SOUTHEAST CORNER OF TRACT "A" OF THE VILLAS AT PINE HILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 114 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF PINE HILLS ROAD, RUN S89°02'08"W ALONG THE SOUTH LINE OF SAID VILLAS AT PINE HILLS A DISTANCE OF 611.70 FEET FOR A POINT OF BEGINNING; THENCE RUN S01°07'48"E A DISTANCE OF 466.28 FEET; THENCE S88°59'59"W A DISTANCE OF 406.75 FEET; THENCE N00°51'06"W A DISTANCE OF 123.50 FEET; THENCE N89°08'54"E A DISTANCE OF 10.41 FEET; THENCE N01°02'05"W A DISTANCE OF 37.00 FEET; THENCE N89°08'54"E A DISTANCE OF 114.00 FEET; THENCE N37°44'36"E A DISTANCE OF 215.80 FEET; THENCE N88°57'55"E A DISTANCE OF 25.57 FEET; THENCE N01°02'05"W A DISTANCE OF 137.85 FEET TO A POINT ON THE SOUTH LINE OF SAID VILLAS AT PINE HILLS; THENCE N89°02'08"E ALONG SAID SOUTH LINE A DISTANCE OF A DISTANCE OF 120.44 FEET TO THE POINT OF BEGINNING.

CONTAINS: 117,354 SQUARE FEET OR 2.694 ACRES MORE OR LESS.

THIS SKETCH IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 2

JOB #49018  
CF# 7-22-29PARCEL B-PHASE2 SOD  
DATE: 4/25/2018  
SCALE: 1" = 120'  
DRAWN BY: GLT

PREPARED FOR: EMERALD VILLAS PHASE TWO, LLC THX  
BEARING STRUCTURE IS ASSUMED AND BASED ON THE EAST LINE OF THE  
SOUTHWEST 1/4 OF SECTION 7-22-29 BEING: N00°01'24"W.

REVISIONS:  
1/7/2022 REVISED LEGAL ANT  
7/29/2022 REVISED SKETCH & LEGAL SNH

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 51-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

8/1/22

*Ronald K. Smith*  
RONALD K. SMITH, PSM 5797

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797.

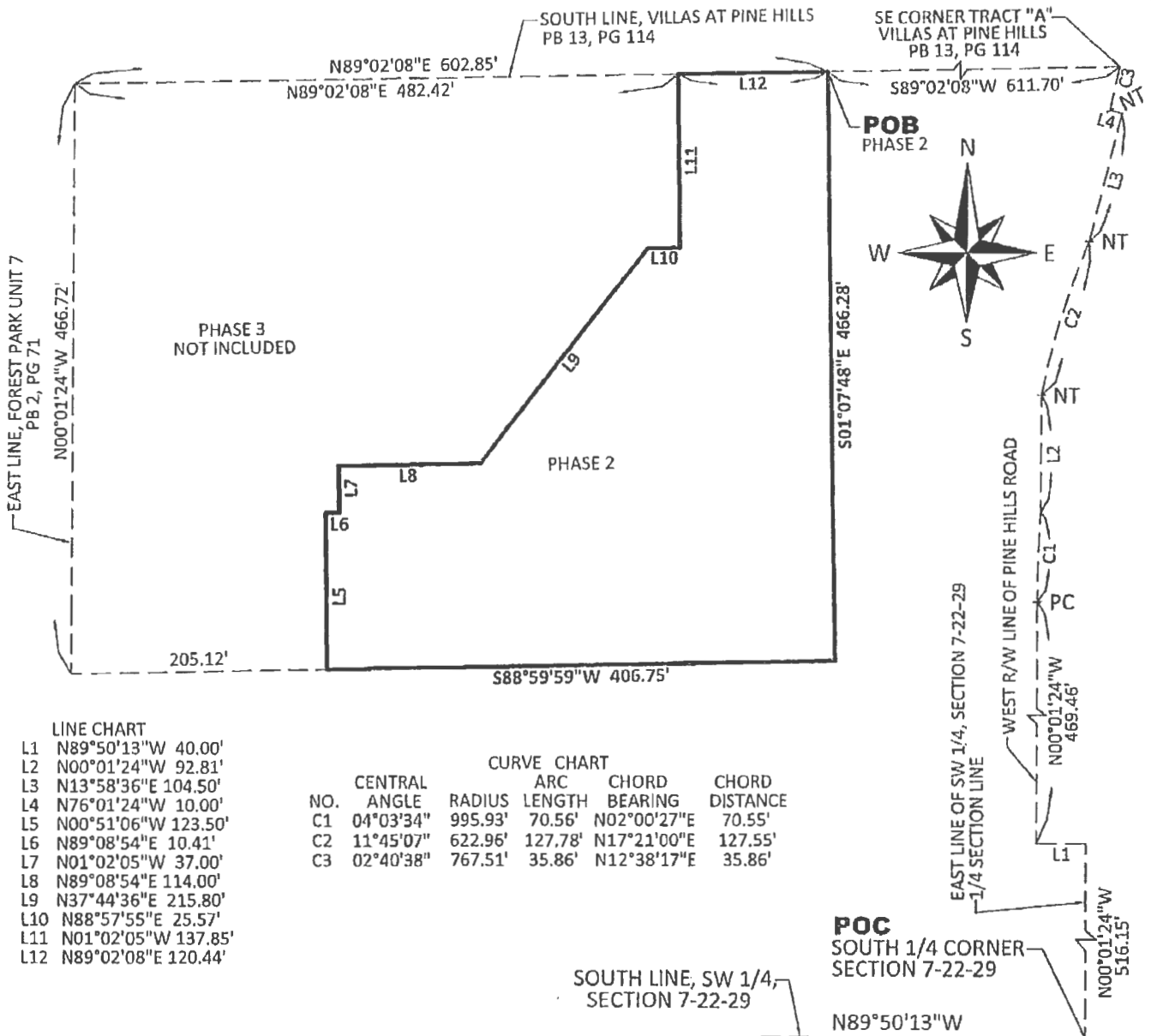


ACCURIGHT SURVEYS  
OF ORLANDO INC., LB 4475  
2012 E. Roblnson Street Orlando, Florida 32803  
www.AccurightSurveys.net  
Admin@AccurightSurveys.net  
PHONE: (407) 894-6314

LEGEND			
CL	- CENTERLINE	PG	- PAGE
CA	- CENTRAL ANGLE	POB	- POINT OF BEGINNING
DB	- DEED BOOK	POC	- POINT OF COMMENCEMENT
DE	- DRAINAGE EASEMENT	PRC	- POINT OF REVERSE CURVATURE
DOC #	- DOCUMENT #	PT	- POINT OF TANGENCY
ESMT	- EASEMENT	R/W	- RIGHT OF WAY
L	- ARC LENGTH	R	- RADIUS
ORB	- OFFICIAL RECORDS BOOK	TYP	- TYPICAL
P&M	- PLAT & MEASURED	UE	- UTILITY EASEMENT
PB	- PLAT BOOK		
PC	- POINT OF CURVATURE		
PCC	- POINT OF COMPOUND CURVATURE		

# SKETCH OF DESCRIPTION

## SECTION 7, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



**LINE CHART**

L1	N89°50'13"W	40.00'
L2	N00°01'24"W	92.81'
L3	N13°58'36"E	104.50'
L4	N76°01'24"W	10.00'
L5	N00°51'06"W	123.50'
L6	N89°08'54"E	10.41'
L7	N01°02'05"W	37.00'
L8	N89°08'54"E	114.00'
L9	N37°44'36"E	215.80'
L10	N88°57'55"E	25.57'
L11	N01°02'05"W	137.85'
L12	N89°02'08"E	120.44'

**CURVE CHART**

NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	04°03'34"	995.93'	70.56'	N02°00'27"E	70.55'
C2	11°45'07"	622.96'	127.78'	N17°21'00"E	127.55'
C3	02°40'38"	767.51'	35.86'	N12°38'17"E	35.86'

JOB #49018  
 CF# 7-22-29PARCEL B-PHASE2 SOD  
 DATE: 4/25/2018  
 SCALE: 1" = 120'  
 DRAWN BY: GLT

THIS SKETCH IS NOT A BOUNDARY SURVEY.  
 PREPARED FOR: EMERALD VILLAS PHASE TWO, LLC THX  
 BEARING STRUCTURE IS ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 7-22-29 BEING: N00°01'24"W.

**SHEET 2 OF 2**  
**REVISIONS:**  
 1/7/2022 REVISED LEGAL ANT  
 7/29/2022 REVISED SKETCH & LEGAL SNH

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 51-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.  
 8/1/22  
  
**RONALD K. SMITH, PSM 5797**  
 "NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797.

**ACCURIGHT**

ACCURIGHT SURVEYS  
 OF ORLANDO INC., LB 4475  
 2012 E. Robinson Street Orlando, Florida 32803  
 www.AccurightSurveys.net  
 Admin@AccurightSurveys.net  
 PHONE: (407) 894-6314

**LEGEND**

CL	- CENTERLINE	PG	- PAGE
Δ	- CENTRAL ANGLE	POB	- POINT OF BEGINNING
DB	- DEED BOOK	POC	- POINT OF COMMENCEMENT
DE	- DRAINAGE EASEMENT	PRC	- POINT OF REVERSE CURVATURE
DOC #	- DOCUMENT #	PT	- POINT OF TANGENCY
ESMT	- EASEMENT	R/W	- RIGHT OF WAY
L	- ARC LENGTH	R	- RADIUS
ORB	- OFFICIAL RECORDS BOOK	TYP	- TYPICAL
P&M	- PLAT & MEASURED	UE	- UTILITY EASEMENT
PB	- PLAT BOOK		
PC	- POINT OF CURVATURE		
PCC	- POINT OF COMPOUND CURVATURE		

**Exhibit "C"**

Phase Three - Legal Description



# SKETCH OF DESCRIPTION

SECTION 7, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

## DESCRIPTION PHASE 3

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN THENCE N00°01'24"W ALONG THE 1/4 SECTION LINE A DISTANCE OF 516.15 FEET; THENCE N89°50'13"W PARALLEL WITH THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PINE HILLS ROAD; THENCE N00°01'24"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 469.46 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.93 FEET, A CHORD BEARING OF N02°00'27"E, A CHORD DISTANCE OF 70.55 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°03'35", A DISTANCE OF 70.56 FEET; THENCE N00°01'24"W A DISTANCE OF 92.81 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 622.96 FEET, A CHORD BEARING OF N17°21'00"E, A CHORD DISTANCE OF 127.55 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°45'07", A DISTANCE OF 127.78 FEET TO A NON-TANGENT POINT; THENCE N13°58'36"E A DISTANCE OF 104.50 FEET; THENCE N76°01'24"W A DISTANCE OF 10.00 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 767.51 FEET, A CHORD BEARING OF N12°38'17"E, A CHORD DISTANCE OF 35.86 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°40'38", A DISTANCE OF 35.86 FEET TO THE SOUTHEAST CORNER OF TRACT "A" OF THE VILLAS AT PINE HILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 114 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF PINE HILLS ROAD, RUN S89°02'08"W ALONG THE SOUTH LINE OF SAID VILLAS AT PINE HILLS A DISTANCE OF 732.14 FEET FOR A POINT OF BEGINNING; THENCE S01°02'05"E A DISTANCE OF 137.85 FEET; THENCE S88°57'55"W A DISTANCE OF 25.57 FEET; THENCE S37°44'36"W A DISTANCE OF 215.80 FEET; THENCE S89°08'54"W A DISTANCE OF 114.00 FEET; THENCE S01°02'05"E A DISTANCE OF 37.00 FEET; THENCE S89°08'54"W A DISTANCE OF 10.41 FEET; THENCE S00°51'06"E A DISTANCE OF 123.50 FEET; THENCE S88°59'59"W A DISTANCE OF 205.12 FEET TO A POINT ON THE EAST LINE OF FORREST PARK UNIT 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 71 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°01'24"W ALONG SAID EAST LINE A DISTANCE OF 466.72 FEET TO A POINT ON THE SOUTH LINE OF SAID VILLAS AT PINE HILLS; THENCE N89°02'08"E ALONG SAID SOUTH LINE A DISTANCE OF 482.42 FEET TO THE POINT OF BEGINNING.

CONTAINS 165,956 SQUARE FEET OR 3.810 ACRES MORE OR LESS.

THIS SKETCH IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 2

JOB #49018  
CF# 7-22-29PARCELB-PHASE3 SOD  
DATE: 4/25/2018  
SCALE: 1" = 120'  
DRAWN BY: GLT

PREPARED FOR: EMERALD VILLAS PHASE TWO, LLC THX  
BEARING STRUCTURE IS ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 7-22-29 BEING: N00°01'24"W.

REVISIONS:  
1/7/2022 REVISED LEGAL ANT  
7/29/2022 REVISED SKETCH & LEGAL SNH

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 51-37 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

8/1/22

*Ronald K. Smith*  
RONALD K. SMITH, PSM 5797

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797.

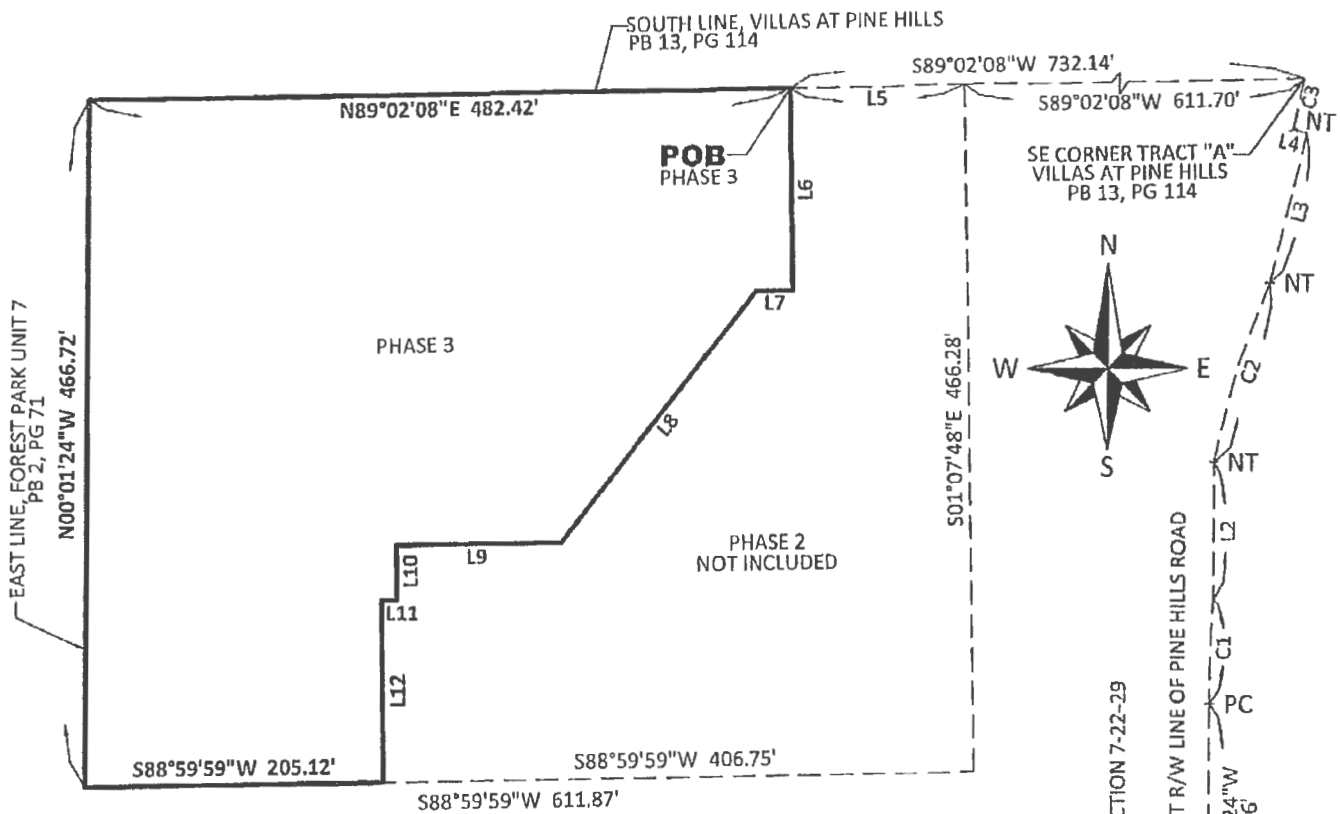


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LEGEND	
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PT	- POINT OF TANGENCY
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT

# SKETCH OF DESCRIPTION

## SECTION 7, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



**LINE CHART**

L1	N89°50'13"W	40.00'
L2	N00°01'24"W	92.81'
L3	N13°58'36"E	104.50'
L4	N76°01'24"W	10.00'
L5	S89°02'08"W	120.44'
L6	S01°02'05"E	137.85'
L7	S88°57'55"W	25.57'
L8	S37°44'36"W	215.80'
L9	S89°08'54"W	114.00'
L10	S01°02'05"E	37.00'
L11	S89°08'54"W	10.41'
L12	S00°51'06"E	123.50'

**CURVE CHART**

NO.	CENTRAL ANGLE	ARC RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	04°03'34"	995.93'	70.56'	N02°00'27"E	70.55'
C2	11°45'07"	622.96'	127.78'	N17°21'00"E	127.55'
C3	02°40'38"	767.51'	35.86'	N12°38'17"E	35.86'

**POC**  
SOUTH 1/4 CORNER  
SECTION 7-22-29

SOUTH LINE, SW 1/4,  
SECTION 7-22-29

THIS SKETCH IS NOT A BOUNDARY SURVEY.

SHEET 2 OF 2

JOB #49018  
CF# 7-22-29PARCELB-PHASE3 SOD  
DATE: 4/25/2018  
SCALE: 1" = 120'  
DRAWN BY: GLT

PREPARED FOR: EMERALD VILLAS PHASE TWO, LLC THX  
BEARING STRUCTURE IS ASSUMED AND BASED ON THE EAST LINE OF THE  
SOUTHWEST 1/4 OF SECTION 7-22-29 BEING: N00°01'24"W.

**REVISIONS:**  
1/7/2022 REVISED LEGAL ANT  
7/29/2022 REVISED SKETCH & LEGAL SMH

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS  
REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND  
SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA  
STATUTES.



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**RONALD K. SMITH, PSM 5797**  
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL  
OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER," OR  
THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS  
AUTHORIZED BY RONALD K. SMITH, PSM 5797.







JOINDER AND CONSENT  
FIRST MORTGAGEE—PHASE TWO PROPERTY

The undersigned, as Mortgagee under that certain Mortgage and Security Agreement from Emerald Villas Phase Two, LLC, a Florida limited liability company, as mortgagor, to Florida Community Loan Fund, Inc., a Florida not for profit corporation, as mortgagee, dated February 28, 2019, and recorded March 6, 2019, in Official Records Instrument Number 20190134754 of the Public Records of Orange County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors upon taking title.

MORTGAGEE:

FLORIDA COMMUNITY LOAN FUND, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of Florida Community Loan Fund, Inc.

- Personally Known
- Produced Drivers License No. \_\_\_\_\_
- Produced: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.:  
My Commission Expires:

JOINDER AND CONSENT  
SECOND AND THIRD MORTGAGEE—PHASE TWO PROPERTY

The undersigned, as Mortgagee under:

1. Mortgage and Security Agreement (SAIL loan) from Emerald Villas Phase Two, LLC, a Florida limited liability company, as mortgagor, to Florida Housing Finance Corporation, as mortgagee, dated February 28, 2019, and recorded March 6, 2019, in Official Records Instrument Number 20190134758; and

2. Mortgage and Security Agreement (ELI loan) from Emerald Villas Phase Two, LLC, a Florida limited liability company, as mortgagor, to Florida Housing Finance Corporation, as mortgagee, dated February 28, 2019, and recorded March 6, 2019, in Official Records Instrument Number 20190134761;

all of the Public Records of Orange County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors upon taking title.

FLORIDA HOUSING FINANCE  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF LEON                    )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of Florida Housing Finance Corporation.

- Personally Known
- Produced Drivers License No. \_\_\_\_\_
- Produced: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.:  
My Commission Expires:

JOINDER AND CONSENT  
FOURTH MORTGAGEE—PHASE TWO PROPERTY

The undersigned, as Mortgagee under that certain Multifamily Mortgage, Assignment of Rents and Security Agreement from Emerald Villas Phase Two, LLC, as mortgagor, in favor of Neighborhood Lending Partners of Florida, Inc., as mortgagee, dated February 28, 2019, and recorded March 6, 2019, under Instrument Number 20190134827 of the Public Records of Orange County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors upon taking title.

MORTGAGEE:

NEIGHBORHOOD LENDING PARTNERS OF  
FLORIDA, INC., f/k/a Neighborhood Lending  
Partners, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF HILLSBOROUGH    )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of Neighborhood Lending Partners of Florida, Inc., f/k/a Neighborhood Lending Partners, Inc.

- Personally Known
- Produced Drivers License No. \_\_\_\_\_
- Produced: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.:  
My Commission Expires:

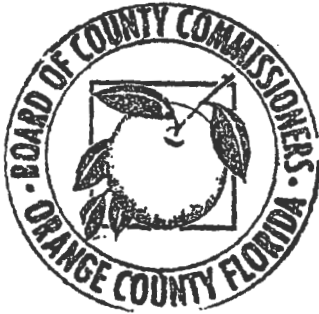


BCC Mtg. Date: May 23, 2023

JOINDER AND CONSENT  
FIFTH MORTGAGEE—PHASE TWO PROPERTY

The undersigned, as Mortgagee under that certain Mortgage and Security Agreement from Emerald Villas Phase Two, LLC, a Florida limited liability company to Orange County, a political subdivision of the State of Florida, dated February 28, 2019, and recorded March 6, 2019, in Official Records Instrument Number 20190134830 under Instrument Number 20190134827 of the Public Records of Orange County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors upon taking title.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the dates set forth below.



**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

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

DATE: May 23, 2023

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

By: *Jennifer Ann Kinety*  
Deputy Clerk

Date: May 23, 2023