

Prepared by and after recording return to:

SHUTTS & BOWEN LLP
Attn: Mark D. Thomson, Esq.
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Tel. (407) 423-3200

Parcel I.D. Nos.:

31-24-27-0000-00-009; 31-24-27-0306-04-011;
31-24-27-0000-00-010; 31-24-27-0000-00-038

RIGHT OF WAY AND TRANSPORTATION IMPACT FEE AGREEMENT

SUTTON LAKES PD

AVALON ROAD (C.R. 545)

This Right-of-Way and Transportation Impact Fee Agreement (this “Agreement”), effective as of the latter date of execution (the “Effective Date”), is made and entered into by and between **Westgate Resorts, Ltd.**, a Florida limited partnership (“Owner”), with its principal place of business at 5601 Windhover Drive, Orlando, Florida 32819, and **Orange County**, a charter county and political subdivision of the State of Florida (“County”), with a mailing address of: c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

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

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

WHEREAS, Owner is developing the Property as Single Family Residential Development, consisting of 210 dwelling units, also referred to as “Sutton Lakes” (the “Project”); and

WHEREAS, Owner is willing to convey to County certain portions of the Property in return for credits against transportation impact fees to be paid in the future in connection with the Project; and

WHEREAS, the Orange County Engineer has declared Avalon Road (C.R. 545) to be impact fee eligible; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the Parties.

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

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

Section 2. Conveyance of Land to County by Owner.

(a) **Conveyed Lands.** Not later than one hundred twenty (120) days following the Effective Date, Owner shall convey to County marketable fee simple title to those lands described in the legal description and sketch of description attached hereto as composite **Exhibit “C”** and incorporated by this reference (the “Conveyed Lands”).

In the event conveyance does not occur within the aforesaid 120 days, the Manager of the Real Estate Management Division, or that person's designee, may grant one extension of up to 120 days for the conveyance to take place.

(b) **Procedure.** The conveyance of the Conveyed Lands shall be by general warranty deed in substantially the same form of deed attached hereto as Exhibit "D" and incorporated herein by reference, free and clear of all liens and encumbrances, except for matters of record acceptable to County, if any. If by plat dedication, the rest of this paragraph and the following paragraphs (c), (e), and (f) will not apply. Owner shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, as may be amended, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

(c) **Title Policy.** Not later than ninety (90) days prior to conveyance of the Conveyed Lands, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.

(d) **Value of Conveyed Lands.** The Parties hereby agree that the aggregate total value of the Conveyed Lands, consisting of (i) a Right of Way Parcel, and (ii) a ROW – Pond Parcel,

which totals 5.741 acres, which has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time, and for which Owner shall be entitled to credits against transportation impact fees to be paid in the future in connection with the Project, is **\$2,031,214.58** (the “Conveyed Lands Value”) which, due to an existing underground utility improvement within the area to be conveyed as the Conveyed Lands, represents a portion of the appraised value of the Conveyed Lands at \$2,471,961.38 (the “Appraised Value”), as detailed hereinbelow, and addressed in Section 3 below. This Conveyed Lands Value represents a portion of the Appraised Value of the aggregate total, and results from an agreed-upon fair market Appraised Value which is the cumulative sum of the Conveyed Parcels as identified on the Preliminary Subdivision Plan No. PSP-23-05-174 (“PSP”), as outlined immediately below:

Appraisal Parcel Reference	PSP Parcel Reference	Acreage (acres)	Fee Simple Unit Value (Value/Net Usable Acre)	Parcel Value
Right of Way Parcel	Tract R.O.W. OC	1.404	\$430,580.28	\$604,534.71
ROW – Pond Parcel	SW-OC	4.337	\$430,580.28	\$1,867,426.67
Aggregate Appraised Sub-Total Value of both Parcels				\$2,471,961.38
Reduction in Value of the Right of Way Parcel (<i>See NOTE 1 below</i>)				(\$440,746.80)
Total Net Value of the Conveyed Lands				\$2,031,214.58

NOTE 1: The \$440,746.80 reduction in value of the Right of Way Parcel, and the resulting Net Value of the Conveyed Lands of \$2,031,214.58 is calculated as follows: The approximate average width of Tract R.O.W. OC parcel of 30 feet, multiplied by 1,487 linear feet of Avalon Road frontage for the Property equals 44,610 sq. ft. The County-approved Appraised Value of the Conveyed Lands is \$430,580.28 per acre, or \$9.88 per sq. ft. The approximate Conveyed Lands area of 44,610 sq. ft. multiplied by \$9.88 per sq. ft. equals \$440,746.80. The Aggregate Appraised Sub-Total Value of both Parcels of \$2,471,961.38, less the Reduction in Value of the Right of Way Parcel in the amount of \$440,746.80, results in a **Total Net Value of the Conveyed Lands** in the amount of **\$2,031,214.58**.

(e) **Environmental Assessment.** Not later than sixty (60) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I Environmental Assessment of the areas encompassed by the Conveyed Lands. The Phase I Environmental Assessment shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule (“AAIFR”) and with the most current standards set forth in the American Society for Testing and Materials (ASTM) E-1527. Initial reports shall be completed within 180 days prior to conveyance. Updated reports may be submitted but under no circumstance will reports older than one year from the original report date be accepted. All reports conducted for a user other than the County shall include a reliance letter that is either part of the report or as a separate document indicating that Orange County, Florida may rely on the findings outlined in the report.

In the event the Phase I Environmental Assessment presents a matter of concern, as determined by County, then prior to Conveyance, Owner shall submit to County a Phase II Environmental Assessment. The Phase II Environmental Assessment shall be conducted in accordance with the requirements of the AAIFR and the most current standard ASTM E-1903. If the Phase II Environmental Assessment is performed and reveals the need for remediation to the subject Conveyed Lands, one of the following events shall occur: (i) Owner shall remediate the Conveyed Lands to County’s satisfaction prior to Conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement, at its option.

(f) **Compliance with Section 286.23, Florida Statutes.** Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to Section 286.23, Florida Statutes.

(g) **Delegation of Authority.** The Orange County Board of County Commissioners hereby delegates to the Manager of the Real Estate Management Division, or that person's designee, the authority to take actions necessary to effectuate such Conveyance.

Section 3. Transportation Impact Fee Credits for Conveyance. Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 2, and upon approval and acceptance of the general warranty deed, or in the case of conveyance by plat dedication, County's acceptance of the plat dedication, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance. Such transportation impact fee credits may only be used in Orange County Transportation Impact Fee Zone 4. Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account.

It has been determined that there are improvements owned and operated by the Toho Water Authority within a portion of the Property to be conveyed; however, it was not determined if the Toho Water Authority had an existing recorded easement for those improvements ("Improvements"). During the County Road Agreement Committee meeting of December 11, 2024, the Owner and the County discussed that the Improvements may need to be relocated and

as such the cost to relocate the Improvements could exceed the Appraised Value for a portion of the Conveyed Lands and such cost would proportionately reduce the value of the Conveyed Lands and therefore reduce the amount of the Transportation Impact Fee Credits that Owner would receive in the amount of \$440,746.80. Notwithstanding the foregoing, the Owner shall be entitled to Transportation Impact Fee Credits in the amount of \$2,031,214.58, as detailed in Section 2(d) above, for contributions of land that are available to the Owner, its heirs, successors or assigns, pursuant to the County's Transportation Impact Fee Ordinance, Chapter 23, Section 23-95, Orange County Code, and any amendments thereto, for the conveyance of the Conveyed Lands.

For purposes of the foregoing, County shall make deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effectuate the particular deduction.

Nothing herein shall prevent Owner from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

Section 4. Utilities. This Agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility requirements, including without limitation any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 5. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand

delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner: Westgate Resorts, Ltd.
5601 Windhover Drive
Orlando, Florida 32819
Attention: David Siegel, Jr.

With a copy to: Greenspoon Marder LLP
201 East Pine Street, Suite 500
Attention: Michael E. Marder, Esq.

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

With a copy to: Orange County Transportation Planning Division Manager
Orange County Public Works
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Section 6. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

Section 7. Recordation of Agreement. Owner shall record an executed original of this Agreement, at no expense to County, in the Public Records of Orange County, Florida not later than thirty (30) days after the Effective Date.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 9. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 10. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 11. Limitation of Remedies. County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

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

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amount(s) of impact fees to be credited in favor of Owner under this Agreement, (A) any amount(s) due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or

(iii) the withholding of development permits and other approvals and permits in connection with the Project and/or Property; or

(iv) any combination of the foregoing.

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

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

(i) action for specific performance; or

(ii) action for injunction; or

(iii) action for declaratory judgment regarding the rights and obligations of Owner; or

(iv) any combination of the foregoing.

Both Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both Parties expressly agree that each party shall bear the cost of its own attorney and legal fees for any action arising out of or in connection with this Agreement. Venue for any action initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 12. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 13. Counterparts. This Agreement and any amendment(s) may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 14. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

Section 15. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 16. Interpretation. This Agreement shall not be construed more strictly against One Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

Section 17. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing, or County terminates pursuant to Subsection 2(e) or this Section. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Owner.

Section 18. IRS Form 8283. Owner agrees that the conveyance of the Property as contemplated in this Agreement does not constitute a charitable contribution pursuant to §170 of the Internal Revenue Code, as amended. Owner accepts that the County will not sign IRS Form 8283 or any other form that requires the County to acknowledge the conveyance of the Property pursuant to this Agreement as a donation. This provision shall survive conveyance of the Conveyed Lands.

[Remainder of this Page left blank. Signature Pages and Exhibits follow.]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____

Deputy Clerk

Printed name: _____

“Owner”

WESTGATE RESORTS, LTD., a Florida limited partnership

By: Westgate Resorts, Inc., a Florida corporation, its General Partner

By: [Signature]

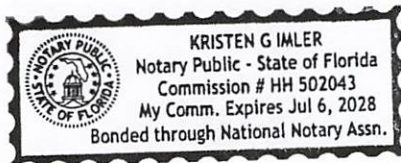
Print name: James L. Gissy

Title: C.E.O.

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ on line notarization this 2nd day of January, 2025, by James L. Gissy, as CEO of Westgate Resorts, Inc., a Florida corporation, the General Partner of **WESTGATE RESORTS, LTD.**, a Florida limited partnership, on behalf of the limited partnership, who ☒ is personally known to me, or ☐ has produced _____ as identification.



[Signature]
(Signature of Notary Public)

Kristen G. Imler
(Printed name of Notary Public)

Notary Public, State of Florida

Commission No.: HH 502043

My Commission Expires: July 6, 2028

[Affix Notary Stamp or Seal]

Exhibit “A”
Project Location Map

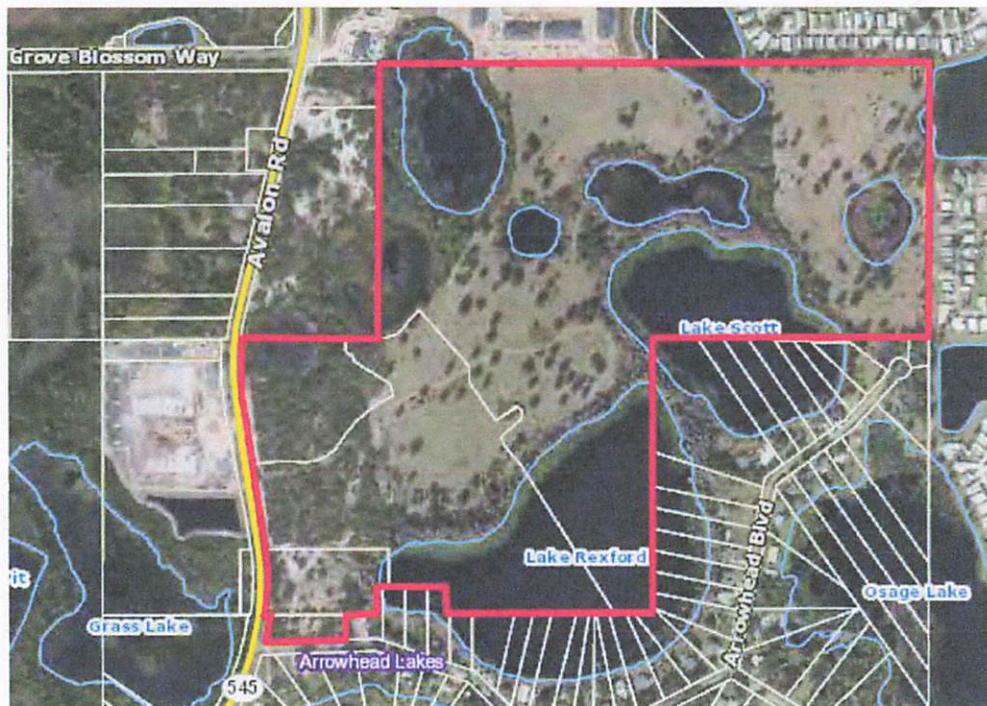
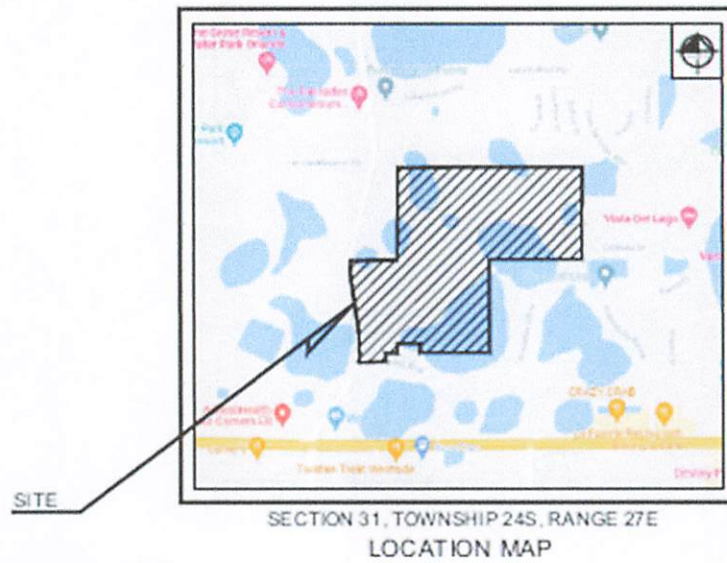


Exhibit "B"

Legal Description and Sketch of Description of the Property

That part of Lot 1, Block D, ARROWHEAD LAKES, as recorded in Plat Book X, Page 12, of the Public Records of Orange County, Florida, lying Westerly of the following described line: Commence at the Southwest Corner of said Lot 1; Thence N. 88 degrees 09' 30"E. 392.22 feet along the Southerly line of said Lot 1 for the point of beginning of the line to be described; Thence N. 01 degree 50' 30"W. 116.00 feet to the Northerly line of said Lot 1 and said line there terminating. Less and except that portion lying in State Road 545.

AND

The South 315 feet of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 24 South, Range 27 East, lying East of State Road No. 545, AND The North 183 feet of the South 315 feet of the West 50 feet of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 24 South, Range 27 East; all being in ORANGE County, Florida. Less and except that portion of Lot 1, Block D, ARROWHEAD LAKES, as recorded in Plat Book X, Page 12, of the Public Records of Orange County, Florida, lying South of the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 31 and East of the following described line: Commence at the Southwest corner of said Lot 1; thence N. 88 degrees 09' 30" East 392.22 feet along the Southerly line of said Lot 1 for the point of beginning of the line to be described; thence N. 01 degrees 50' 30" West 116.00 feet to the Northerly line of said Lot 1 and said line there terminating.

AND

That part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 24 South, Range 27 East, ORANGE County, Florida, lying North of the following described parcel:

That part of Lot 1, Block D, ARROWHEAD LAKES, as recorded in Plat Book X, page 12, of the Public Records of ORANGE County, Florida, lying Westerly of the following described line: Commence at the Southwest corner of said Lot 1, thence North 88°09'30" East 392.22 feet along the Southerly line of said Lot 1 for the point of beginning of the line to be described; thence North 01°50'30" West 116.00 feet to the Northerly line of said Lot 1 and said line there terminating. Less and except that portion lying in State Road 545.

[Exhibit "B" continued on following Page]

Exhibit "B" [continued]

PARCEL 3 being more particularly described as follows:

Commence at the Southwest corner of Lot 1, Block D, ARROWHEAD LAKES, as recorded in Plat Book X, page 12, of the Public Records of ORANGE County, Florida, being a 4" by 4" concrete monument with no identification; thence North 87°52'59" East along the South line of said Lot 1, a distance of 9.05 feet to the Easterly right-of-way line of State Road 545 (per D.O.T. Right-of-Way Map Section 75110, dated January 6, 1983) for the Point of Beginning; thence continue North 87°52'59" East along said South line of Lot 1, a distance of 383.17 feet; thence leaving said South line, run North 02°07'01" West a distance of 116.03 feet to a point on the monumented North line of said Lot 1; thence North 89°48'50" East along said monumented North line of said Lot 1, a distance of 163.97 feet to a one inch iron pipe, (no identification); thence North 00°24'01" East along the monumented and occupied line representing the West line of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 24 South, Range 27 East, a distance of 132.00 feet to a point on the South line of the North 183.00 feet of the South 315.00 feet of the west 50.00 feet of the Northeast 1/4 of the Southeast 1/4 of Section 31, thence North 89°48'50" East along said South line, a distance of 50.00 feet; thence North 00°24'01" East, parallel with said monumented West line of the Northeast 1/4 of the Southeast 1/4 of Section 31, a distance of 182.54 feet to a one inch iron pipe, (no identification) on the monumented and occupied line representing the North line of the South 315.00 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence South 89°50'37" West along said line and the monumented and occupied line representing the South 315.00 feet of the Northwest 1/4 of the Southeast 1/4 of said Section 31, a distance of 594.16 feet to a point on the Easterly right of way line of State Road 545; thence South 08°22'45" East along said Easterly right of way line, a distance of 2.93 feet to the point of curvature of a curve, concave Westerly and having a radius of 1178.92 feet; thence run Southerly along said curve and Easterly right of way line, through a central angle of 15°12'21", for an arc distance of 312.87 feet to a point on the North line of said Arrowhead Lakes; thence North 89°48'50" East along said monumented North line, a distance of 17.12 feet to a point on a curve, concave Westerly and having a radius of 1195.92 feet; thence from a tangent bearing of South 06°43'35" West run Southerly along said curve and Easterly right of way line, through a central angle of 06°16'24" for an arc distance of 130.94 feet to the Point of Beginning. Less and except that portion of Lot 1, Block D, ARROWHEAD LAKES, as recorded in Plat Book X, Page 12, of the Public Records of Orange County, Florida, lying South of the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 31 and East of the following described line: Commence at the Southwest corner of said Lot 1; thence N. 88 degrees 09' 30" East 392.22 feet along the Southerly line of said Lot 1 for the point of beginning of the line to be described; thence N. 01 degrees 50' 30" West 116.00 feet to the Northerly line of said Lot 1 and said line there terminating.

Exhibit "B" continued on following Page]

Exhibit "B" [continued]

Commence at the Northeast Corner of Section 31, Township 24 South, Range 27 East, run S00°13'49"W along the East line of the Northeast 1/4 of said Section 31, a distance of 2652.52 feet to the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence departing said East line, run S89°35'20"W along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 31, a distance of 1301.92 feet for a point of beginning; thence departing said North line, run N74°17'27"E, a distance of 75.06 feet; thence N40°31'16"E a distance of 153.23 feet; thence S41°32'49"E a distance of 354.61 feet; thence S03°44'50"E a distance of 84.34 feet; thence S34°07'17"E a distance of 221.01 feet; thence N55°07'05"E a distance of 126.26 feet to a point of a curve concave Northeasterly, having a central angle of 22°40'23" and a radius of 70.00 feet; thence from a tangent bearing of S46°00'11"E run Southeasterly along the arc of said curve, a distance of 27.70 feet to the point of reverse curvature of a curve concave Southwesterly, having a central angle of 72°53'49" and a radius of 15.00 feet; thence run Southeasterly along the arc of said curve, a distance of 19.08 feet to the point of tangency; thence run S04°13'15"W a distance of 15.25 feet to the point of curvature of a curve concave Northwesterly, having a central angle of 45°23'57" and a radius of 30.00 feet; thence run Southwesterly along the arc of said curve, a distance of 23.77 feet to the point of tangency; thence run S49°37'12"W a distance of 124.71 feet; thence S40°22'48"E a distance of 20.00 feet; thence S09°19'28"E a distance of 22.06 feet; thence S41°17'29"E a distance of 121.19 feet; thence S31°46'44"E a distance of 850.71 feet to a point on the South line of said Northeast 1/4 of the Southeast 1/4 of Section 31; thence run S89°39'38"W along said South line, a distance of 805.80 feet; thence departing said South line, run N00°08'27"E a distance of 132.00 feet; thence S89°39'38"W a distance of 280.01 feet; thence run N00°08'27"E a distance of 175.56 feet to an iron pipe; thence run S89°50'37"W through a series of iron pipes, a distance of 594.10 feet to a point on the East right-of-way line of County Road 545 per D.O.T. Right-of-Way Map Section 75110, dated January 6, 1983; thence run N08°22'45"W along said right-of-way line, a distance of 412.95 feet; thence departing said right-of-way line, run N81°37'15"E a distance of 72.99 feet to the point of curvature of a curve concave Southerly, having a central angle of 14°13'09" and a radius of 620.00 feet; thence run Easterly along the arc of said curve, a distance of 153.87 feet to the point of reverse curvature of a curve, concave Northwesterly, having a central angle of 64°50'17" and a radius of 196.00 feet; thence run Northeasterly along the arc of said curve, a distance of 221.80 feet to the point of reverse curvature of a curve concave Southeasterly, having a central angle of 33°59'04" and a radius of 575.00 feet; thence run Northeasterly along the arc of said curve, a distance of 341.06 feet; thence departing said curve, run N12°56'44"W a distance of 59.68 feet; thence N58°29'51"W a distance of 209.92 feet; thence N21°09'27"E a distance of 33.39 feet; thence N68°50'32"W a distance of 22.89 feet; thence N37°52'35"W a distance of 20.86 feet; thence N00°24'40"W a distance of 55.28 feet to a point on the North line of the Northwest 1/4 of the Southeast 1/4 of said Section 31; thence run N89°35'20"E along said North line, a distance of 158.31 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence continue N89°35'20"E along the North line of said Northeast 1/4, a distance of 21.87 feet to the point of beginning.

[Exhibit "B" continued on following Page]

Exhibit “B” (continued)

THAT PART OF SE1/4 OF NE1/4 & NE1/4 OF SE1/4 OF SEC 31-24-27 LYING NELY OF THAT PART DESC IN OR 5029/0133 & THE SW1/4 OF NW1/4 OF SEC 32-24-27

Total Land Area

GIS Calculated

Notice

4,272,422 sqft (+/-) | 98.08 acres
(+/-)

Exhibit “C”

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

[See following Pages]

Exhibit "C"
(ROW – Pond Parcel – "SW-OC")

SKETCH OF DESCRIPTION
COUNTY RIGHT-OF-WAY POND PARCEL
SUTTON LAKES

A PORTION OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER, OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF AVALON ROAD (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTH RIGHT-OF-WAY LINE OF ARROWHEAD BOULEVARD (60' RIGHT-OF-WAY); THENCE RUN NORTH 88°02'17" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 169.06 FEET FOR A POINT OF BEGINNING; THENCE, DEPARTING SAID NORTH LINE, RUN NORTH 87°54'54" WEST, A DISTANCE OF 137.15 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,599.67 FEET, A CENTRAL ANGLE OF 18°01'52", AND A CHORD DISTANCE OF 501.35 FEET WHICH BEARS NORTH 01°51'51" EAST; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 503.42 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 89°50'38" EAST A DISTANCE OF 223.84 FEET; THENCE RUN SOUTH 28°52'31" EAST A DISTANCE OF 65.56 FEET; THENCE RUN SOUTH 70°43'54" EAST, A DISTANCE OF 183.01 FEET; THENCE RUN SOUTH 33°34'03" WEST, A DISTANCE OF 7.45 FEET; THENCE RUN SOUTH 16°00'21" EAST A DISTANCE OF 34.18 FEET; THENCE RUN SOUTH 03°00'45" EAST, A DISTANCE OF 100.94 FEET; THENCE RUN SOUTH 05°24'15" WEST, A DISTANCE OF 72.17 FEET; THENCE RUN SOUTH 48°18'34" EAST, A DISTANCE OF 49.44 FEET; THENCE RUN SOUTH 81°03'54" EAST, A DISTANCE OF 31.25 FEET; THENCE RUN SOUTH 00°26'59" WEST, A DISTANCE OF 15.72 FEET; THENCE RUN SOUTH 89°56'27" WEST A DISTANCE OF 169.61 FEET; THENCE RUN SOUTH 01°57'51" EAST, A DISTANCE OF 116.29 FEET TO A POINT ON AFORESAID NORTH RIGHT-OF-WAY LINE OF ARROWHEAD BOULEVARD; THENCE RUN SOUTH 88°02'17" WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 213.49 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 188,904 SQUARE FEET OR 4.337 ACRES MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER PER F.S. 472.025 OR THE CERTIFIED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER PER F.A.C. 5J-17.062(2) AND 5J17.062(3).
4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT BOTH.
5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF ARROWHEAD BOULEVARD, WHICH BEARS S88°02'17"W, PER ASSUMED DATUM.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
COUNTY RIGHT-OF-WAY POND PARCEL
WESTGATE-SUTTON LAKES
A PORTION OF
SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY, FLORIDA

JOB NO.	DATE	REVISIONS	TECH
220710			
SCALE: 1" = 100'			
DRAWN BY: JLS			
APPROVED BY:			
DRAWING FILE #			
220710 - SUTTON LAKES COUNTY ROW POND PARCEL	11/19/24	CLIENT COMMENTS	JLS
SOD.DWG	10/25/24	COUNTY COMMENTS	JLS

ASM
AMERICAN SURVEYING & MAPPING, INC.
NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
221 Circle Drive, Maitland, FL 32751
407-426-7979
americansurveyingandmapping.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


E. GLENN TURNER, PSM #5643

DATE:

Exhibit "C"
 (ROW – Pond Parcel – "SW-OC") [continued]

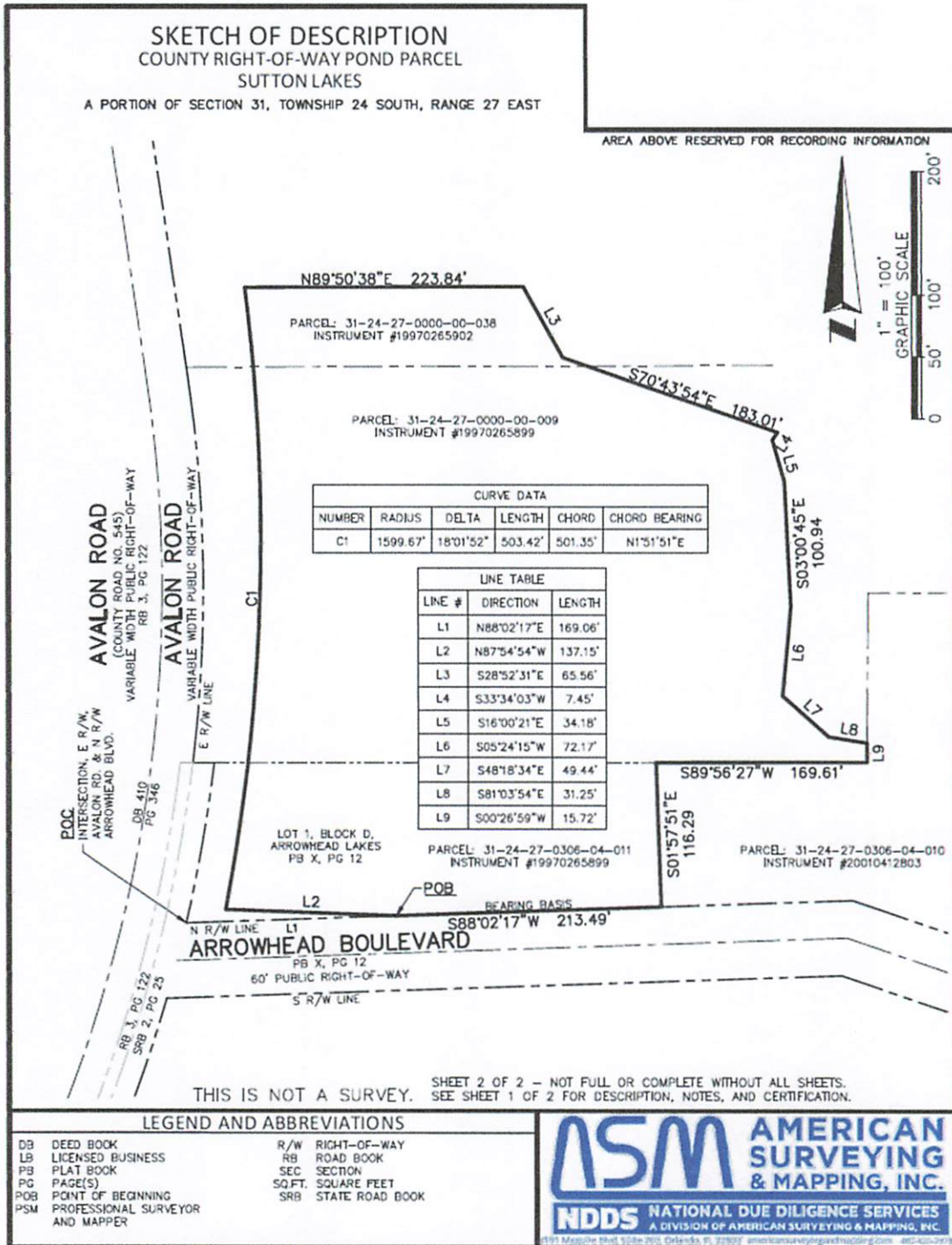


Exhibit "C"
(Right of Way Parcel – "Tract R.O.W. OC")

SKETCH OF DESCRIPTION RIGHT-OF-WAY DEDICATION AVALON ROAD SUTTON LAKES A PORTION OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST		AREA ABOVE RESERVED FOR RECORDING INFORMATION																												
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<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"><tr><td>JOB NO.: 220710</td><td>DATE</td><td>REVISIONS</td><td>TECH</td></tr><tr><td>SCALE: 1" = 100'</td><td>-</td><td>-</td><td>-</td></tr><tr><td>DRAWN BY: JLS</td><td>-</td><td>-</td><td>-</td></tr><tr><td>APPROVED BY:</td><td>-</td><td>-</td><td>-</td></tr><tr><td>DRAWING FILE #</td><td>-</td><td>-</td><td>-</td></tr><tr><td>220710 - SUTTON LAKES RIGHT OF WAY DEDICATION 500.DWG</td><td>-</td><td>-</td><td>-</td></tr><tr><td>10/25/24</td><td>COUNTY COMMENTS</td><td>JLS</td><td></td></tr></table>	JOB NO.: 220710	DATE	REVISIONS	TECH	SCALE: 1" = 100'	-	-	-	DRAWN BY: JLS	-	-	-	APPROVED BY:	-	-	-	DRAWING FILE #	-	-	-	220710 - SUTTON LAKES RIGHT OF WAY DEDICATION 500.DWG	-	-	-	10/25/24	COUNTY COMMENTS	JLS		<div style="font-size: 2em; font-weight: bold; margin: 0;">ASM</div> <div style="font-weight: bold; margin: 5px 0;">AMERICAN SURVEYING & MAPPING, INC.</div> <div style="font-weight: bold; font-size: 0.8em; margin: 5px 0;">NDDS NATIONAL DUE DILIGENCE SERVICES</div> <div style="font-size: 0.7em; margin: 0;">A DIVISION OF AMERICAN SURVEYING & MAPPING, INC. 221 Circle Drive, Maitland, FL 32751 407-426-7979 americanurveyingandmapping.com</div>	<p style="font-size: x-small;">I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <div style="text-align: center; margin-top: 10px;"> E. GLENN TURNER, PSM #5643</div> <p style="margin-top: 10px;">DATE:</p>
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Exhibit "C"
 (Right of Way Parcel - "Tract R.O.W. OC") [continued]

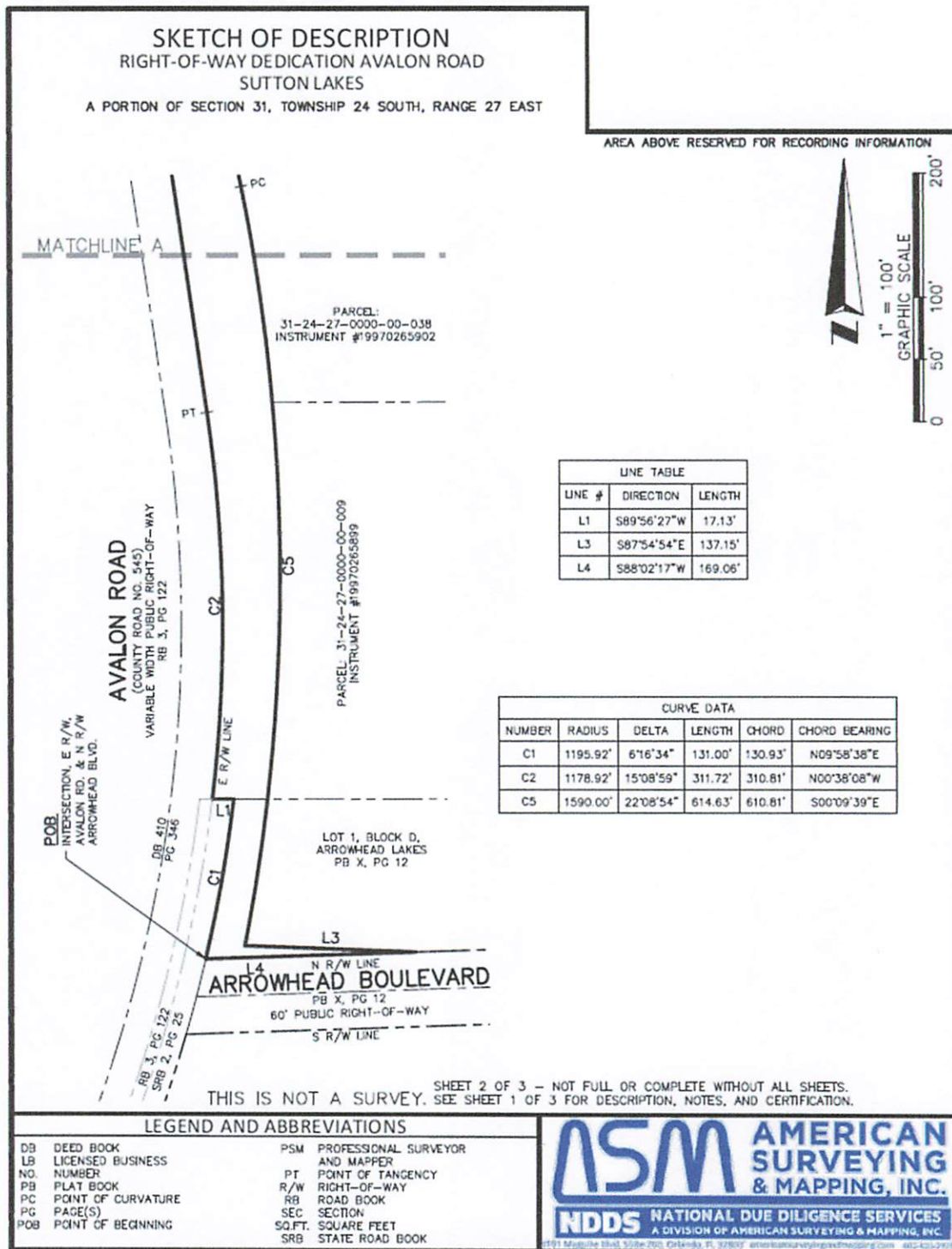
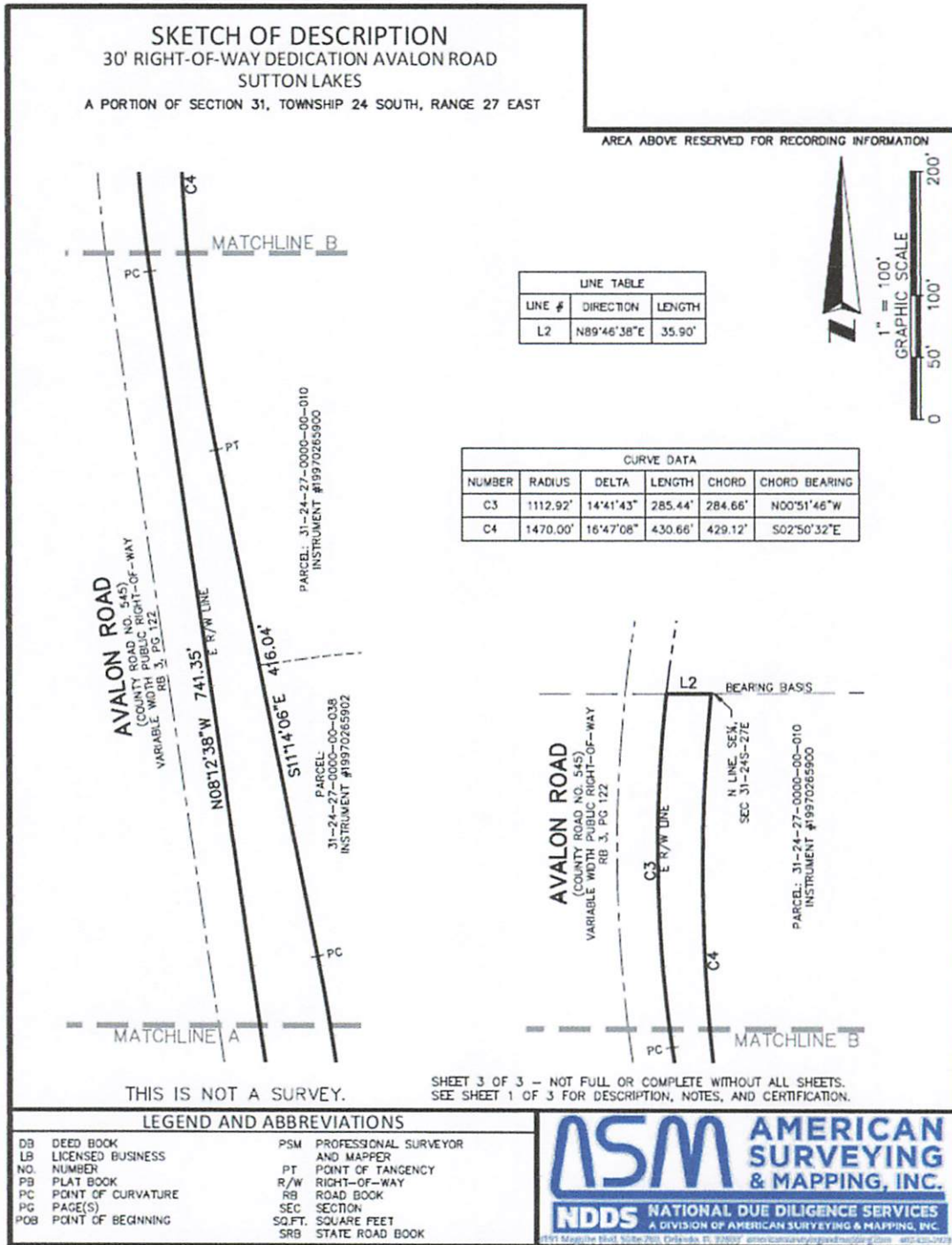


Exhibit "C"
 (Right of Way Parcel – "Tract R.O.W. OC") [continued]



Right of Way and Transportation Impact Fee Agreement
Project: Sutton Lakes Planned Development
Owner: Westgate Resorts, Ltd.
Avalon Road (C.R. 545) – 2025

Exhibit “D”

Form of General Warranty Deed
(See attachment on following Pages)

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Anmber Ayub, Program Manager -
Development, a staff employee
in the course of duty with the
Real Estate Management Division of Orange
County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Numbers:

A portion of:

31-24-27-0000-00-009; 31-24-27-0306-04-011;
31-24-27-0000-00-010; 31-24-27-0000-00-038

Project: Sutton Lakes – Right of Way and Transportation Impact Fee Agreement

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by **Westgate Resorts, Ltd.**, a Florida limited partnership, whose address is 5601 Windhover Drive, Orlando, Florida 32819, **GRANTOR**, and **Orange County**, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, **GRANTEE**.

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

SEE ATTACHED EXHIBIT A

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

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

AND the **GRANTOR** hereby covenants with said **GRANTEE** that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024.

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

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

Signature

FORM NOT FOR SIGNATURE

Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

WITNESS #2

Signature

FORM NOT FOR SIGNATURE

Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

Westgate Resorts, Ltd.,
a Florida limited partnership

By: Westgate Resorts, Inc. a Florida
corporation, its General Partner

By: _____

Signature

Print Name

Title

FORM NOT FOR SIGNATURE

[Notary Acknowledgment on following Page]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as _____, of Westgate Resorts, Inc., a Florida corporation, the General Partner of Westgate Resorts, Ltd., a Florida limited partnership, on behalf of the limited partnership. The individual ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name

Notary Public of:

My Commission Expires:

FORM NOT FOR SIGNATURE

[Exhibit A follows]