

Revised: November 17, 2025  
(To address County Legal comments dated November 14, 2025)

### **Request for Rescission of the Orlando Jetport Center DRI Development Order**

This Request for Rescission of the Orlando Jetport Center DRI Development Order is submitted on behalf of Jetport Industrial Park of Orlando, LLLP, a Florida limited liability limited partnership, as the master developer of the Jetport DRI, by and through its undersigned attorney, Christopher Roper, Esq., Akerman LLP, 420 S. Orange Avenue, Suite 1200, Orlando, Florida 32801.

### **Project Background**

1. Jetport Industrial Park of Orlando, LLLP, a Florida limited liability limited partnership ("Developer"), formerly known as Jetport Industrial Park of Orlando, Limited, formerly known as Airport II Limited Partnership, is the master developer of the Orlando Jetport Center DRI (the "Jetport DRI").
2. The Development Order for the Orlando Jetport Center Development of Regional Impact (the "Original DRI Development Order") for the Jetport DRI was approved by the Orange County Board of County Commissioners (the "County Commission") on November 5, 1991, and recorded on November 25, 1991, in Official Records Book 4348, Page 3808, of the Public Records of Orange County, Florida (the "Public Records").
3. The Original DRI Development Order was amended as follows by approval of the County Commission: (i) on May 21, 1996, as evidenced by that certain First Amended Development Order for the Orlando Jetport Center Development of Regional Impact recorded on June 28, 1996, in Official Records Book 5081, Page 2033, of the Public Records; (ii) on January 6, 1998, as evidenced by that certain Second Amended Development Order for the Orlando Jetport Center Development of Regional Impact recorded on January 23, 1998, in Official Records Book 5402, Page 3765 of the Public Records; (iii) on July 17, 2007, as evidenced by that certain Third Amended Development Order for the Orlando Jetport Center Development of Regional Impact recorded on July 18, 2007, in Official Records Book 9357, Page 3782, of the Public Records; and (iv) on September 14, 2010, as evidenced by that certain Fourth Amended and Restated Development Order for the Orlando Jetport Center Development of Regional Impact recorded on October 15, 2010, in Official Records Book 10120, Page 7043 of the Public Records (the Original DRI Development Order, as amended, is hereafter referred to as the "DRI Development Order").
4. Phasing, build-out and other dates in the DRI Development Order have been extended from time to time pursuant to Section 252.363, Florida Statutes. This includes an extension of the Phase I and Phase IIA end date to April 20, 2027, as documented in the minutes of the Orange County Development Review Committee meeting on February 8, 2023.

5. Mitigation for Phase I and Phase IIA was completed in accordance with the Orlando Jetport Center Development Agreement recorded in O.R. Book 5596, Page 2143, as amended by the First Amendment to Orlando Jetport Center Development Agreement recorded in O.R. Book 10386, Page 5404, both in the Public Records.
6. Mitigation for the final phase of the DRI, Phase IIB, is not due until Phase I and Phase IIA end on April 20, 2027. For reasons stated below, including that all mitigation related to the amount of development existing on the date hereof has been completed, the DRI qualifies for rescission in accordance with Section 380.115, Florida Statutes.

### **Criteria for Rescission**

1. Pursuant to Section 380.115, Florida Statutes, if a development which has received a development-of-regional-impact ("DRI") development order is no longer required to undergo DRI review by operation of law, then "[i]f requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s. 380.031(6), if such permit or authorization is subject to enforcement through administrative or judicial remedies."
2. Orange County, Florida, meets the criteria for a dense urban land area ("DULA") pursuant to Section 380.0651(3), Florida Statutes, and is identified as a DULA on the State of Florida list of qualifying communities published by the Florida Department of Commerce. Due to its location within a DULA, the Jetport DRI is exempt from further DRI review pursuant to Section 380.0651(3), Florida Statutes.
3. All required mitigation has been completed for the developed portion of the Jetport DRI as set forth in the DRI Development Order. The project is currently in Phase I and Phase IIA, and the required mitigation for such phases has been completed in accordance with the Orlando Jetport Center Development Agreement recorded in O.R. Book 5596, Page 2143, as amended by the First Amendment to Orlando Jetport Center Development Agreement recorded in O.R. Book 10386, Page 5404, both in the Public Records. Mitigation for the final phase of the DRI, Phase IIB, is not due until Phase I and Phase IIA end on April 20, 2027.

### **Request for Rescission**

1. Since all required mitigation under the DRI Development Order has been completed for the amount of development that currently exists in the Jetport DRI, the master developer hereby requests that Orange County rescind the DRI Development Order.

2. Attached hereto as **Exhibit A** is a proposed form of an Order Approving Rescission of the Jetport DRI that Orange County may wish to use for rescinding the DRI Development Order.
3. Attached hereto as **Exhibit B** are the conditions of approval set forth in the DRI Development Order and the status of each.

Respectfully submitted,



November 17, 2025

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Christopher P. Roper, Esq.  
Akerman LLP  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801

[EXHIBITS CONTAINED ON FOLLOWING PAGES ]

**Exhibit A**

**PROPOSED FORM OF ORDER**

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Christopher P. Roper, Esq.  
Akerman LLP  
Post Office Box 231  
Orlando, FL 32802

**ORDER APPROVING THE RESCISSION OF  
THE DEVELOPMENT ORDER FOR THE ORLANDO JETPORT CENTER  
DEVELOPMENT OF REGIONAL IMPACT**

THIS ORDER APPROVING THE RESCISSION OF THE DEVELOPMENT ORDER FOR THE ORLANDO JETPORT CENTER DEVELOPMENT OF REGIONAL IMPACT (the "Order") is issued by **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the "County"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393.

**FACTUAL BACKGROUND**

1. The original development order (the "Original DRI Development Order") for the Orlando Jetport Center Development of Regional Impact (the "Jetport DRI") was approved by the Orange County Board of County Commissioners (the "County Commission") on November 5, 1991, and recorded on November 25, 1991, in Official Records Book 4348, Page 3808, of the Public Records of Orange County, Florida (the "Public Records").
2. The Original DRI Development Order was amended as follows by approval of the County Commission: (i) on May 21, 1996, as evidenced by that certain First Amended Development Order for the Orlando Jetport Center Development of Regional Impact recorded on June 28, 1996, in Official Records Book 5081, Page 2033, of the Public Records; (ii) on January 6, 1998, as evidenced by that certain Second Amended Development Order for the Orlando Jetport Center Development of Regional Impact recorded on January 23, 1998, in Official Records Book 5402, Page 3765 of the Public Records; (iii) on July 17, 2007, as evidenced by that certain Third Amended Development Order for the Orlando Jetport Center Development of Regional Impact recorded on July 18, 2007, in Official Records Book 9357, Page 3782, of the Public Records; and (iv) on September 14, 2010, as evidenced by that certain Fourth Amended and Restated Development Order for the Orlando Jetport Center Development of Regional Impact recorded on October 15, 2010, in Official Records Book 10120, Page 7043 of the Public Records (the Original DRI Development Order, as amended, is hereafter referred to as the "DRI Development Order").

3. Phasing, build-out and other dates in the DRI Development Order have been extended from time to time pursuant to Section 252.363, Florida Statutes. This includes an extension of the Phase I and Phase IIA end date to April 20, 2027, as documented in the minutes of the Orange County Development Review Committee meeting on February 8, 2023.
4. Pursuant to Section 380.115, Florida Statutes, if a development which has received a development-of-regional-impact ("DRI") development order is no longer required to undergo DRI review by operation of law, then "[i]f requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s. 380.031(6), if such permit or authorization is subject to enforcement through administrative or judicial remedies."
5. Orange County, Florida, meets the criteria for a dense urban land area ("DULA") pursuant to Section 380.0651(3), Florida Statutes, and is identified as a DULA on the State of Florida list of qualifying communities published by the Florida Department of Commerce. Due to its location within a DULA, the Jetport DRI is exempt from further DRI review pursuant to Section 380.0651(3), Florida Statutes.
6. Jetport Industrial Park of Orlando, LLLP, a Florida limited liability limited partnership ("Developer"), formerly known as Jetport Industrial Park of Orlando, Limited, formerly known as Airport II Limited Partnership, is the master developer of the Jetport DRI, which encompasses those lands described in Exhibit "A" attached hereto and incorporated herein (the "Property").
7. A Request for Rescission of the Development Order (the "Request") dated August 29, 2025, as revised on October 30, 2025, and as further revised on November 17, 2025, was submitted to the County on behalf of the Developer, which provided documentation that all required mitigation related to the amount of existing development within the Jetport DRI has been completed.
8. Based on the information contained in the Request, the County has confirmed that all required mitigation related to the amount of existing development within the Jetport DRI has been completed.
9. The conditions of approval set forth in the DRI Development Order and the status of each are set forth in Exhibit "B" attached hereto and incorporated herein.
10. The Jetport Park PD will govern future development of the Property.
11. The Jetport DRI is the subject of Vested Rights Certificate (CVRC) No. 06-178 issued by the County on June 6, 2006, revised on June 12, 2013, and extended pursuant to Section 252.363, Florida Statutes, on July 19, 2022 (the "Vested Rights Certificate"). Nothing in this Order shall cause the expiration, divestiture, or modification of any vested rights for

the project, including, without limitation, those recognized in the Vested Rights Certificate; provided such rights have vested in the project as of the date of rescission.

12. This Order may be recorded in the Public Records at the Developer's expense.

### **RESCISSION OF DEVELOPMENT ORDER**

Based on the information contained herein, the County hereby rescinds the DRI Development Order for the Jetport DRI.

The Jetport Park PD, as amended from time to time, shall govern the development of the Property, which was subject to the DRI Development Order for the Jetport DRI prior to this Order.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

### **COUNTY**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings,  
Orange County Mayor

### **ATTEST:**

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

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

### **CERTIFICATE OF SERVICE**

A certified copy of this Order Approving Rescission of the Jetport DRI Development Order has been sent by U.S. Mail to the Florida Department of Commerce, Bureau of Community Planning and Growth, 107 East Madison Street, Caldwell Building, MSC 160, Tallahassee, FL 32399 this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
County Clerk

## **EXHIBIT A**

### **PARCEL 1 LEGAL DESCRIPTION**

THAT PART OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA ALSO BEING PART OF BLOCK T, PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 113, OF THE PUBLIC RECORDS OF ORANGE COUNTY BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13: THENCE RUN N 89° 59' 00" E ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 13 A DISTANCE OF 419.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 527 (ORANGE AVENUE); THENCE RUN S 03° 20' 30" W ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 19.78 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 2, SAID BLOCK T, FOR A POINT OF BEGINNING: THENCE RUN N 89° 53' 58" E ALONG THE NORTHERLY LINE OF SAID BLOCK T A DISTANCE OF 3533.40 FEET TO THE NORTHEAST CORNER OF LOT 12, SAID BLOCK T: THENCE RUN S 00° 05' 00" W ALONG THE EASTERLY LINES OF LOT 12 AND 21, OF SAID BLOCK T, A DISTANCE OF 1207.55 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT OF WAY LINE: THENCE RUN N 90° 00' 00" W ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 2146.13 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1703.58 FEET; THENCE RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 42° 05' 11", FOR AN ARC LENGTH OF 1251.35 FEET TO A POINT ON THE WESTERLY LINE OF LOT 30, SAID BLOCK T: THENCE RUN N 00° 01' 02" E ALONG SAID WESTERLY LINE AND NON TANGENTIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 120.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 30 (ALSO BEING THE SOUTHEAST CORNER OF AFORESAID LOT 2); THENCE RUN N 89° 56' 22" W ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 120.75 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF AFORESAID ORLANDO UTILITIES COMMISSION RAILROAD SAID POINT BEING A NON TANGENTIAL CURVE CONCAVE NORTHEASTERLY (CONTIGUOUS TO THE LAST DESCRIBED CURVE) HAVING A RADIUS OF 1703.58 FEET; THENCE RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE HAVING A CENTRAL ANGLE OF 08° 09' 09", A CHORD DISTANCE OF 242.20 FEET, A CHORD BEARING OF N 38° 05' 53" W, FOR AN ARC LENGTH OF 242.40 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID STATE ROAD NUMBER 527; THENCE RUN N 03° 20' 30" E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 453.86 FEET TO THE POINT OF BEGINNING.

### **PARCEL 2 LEGAL DESCRIPTION**

THAT PART OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST AND SECTION 18, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, ALSO BEING PART OF BLOCK T AND BLOCK U, PROSPER COLONY, ACCORDING TO THE

PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 113, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18 (ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 13) FOR A POINT OF BEGINNING: THENCE RUN N 87° 47' 40" E ALONG THE NORTHERLY LINE OF THE NORTHWEST ¼ OF SAID SECTION 18 FOR A DISTANCE OF 1335.12 FEET; THENCE RUN S 00° 11' 45" W A DISTANCE OF 1280.63 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD; THENCE RUN N 90° 00' 00" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2324.53 FEET TO THE EASTERLY LINE OF LOT 20, AFORESAID BLOCK T; THENCE RUN N 00° 05' 23" E ALONG SAID EASTERLY LINE A DISTANCE OF 563.80 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE RUN S 89° 56' 22" W ALONG THE NORTHERLY LINE OF SAID LOT 20 A DISTANCE OF 310.87 FEET TO THE NORTHWEST CORNER OF SAID LOT 20 (ALSO BEING THE SOUTHWEST CORNER OF LOT 13, AFORESAID BLOCK T); THENCE RUN N 00° 05' 00" E ALONG THE WESTERLY LINE OF SAID LOT 13 A DISTANCE OF 644.24 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE RUN N 89° 55' 58" E ALONG THE NORTHERLY LINES OF LOTS 13 AND 14, SAID BLOCK T A DISTANCE OF 641.90 FEET TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE RUN N 00° 05' 47" E A DISTANCE OF 19.60 FEET TO THE NORTHERLY LINE OF THE NORTHEAST ¼ OF AFORESAID SECTION 13; THENCE RUN N 89° 53' 52" E ALONG SAID NORTHERLY LINE A DISTANCE OF 661.90 FEET TO THE POINT OF BEGINNING.

### **PARCEL 3 LEGAL DESCRIPTION**

THAT PART OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, AND SECTION 18, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, ALSO BEING PART OF BLOCK T AND BLOCK U, PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 113, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 13: THENCE RUN N 00° 08' 55" E ALONG THE EASTERLY LINE OF SOUTHEAST ¼ OF SAID SECTION 13 A DISTANCE OF 20.08 FEET TO THE SOUTHEAST CORNER OF LOT 113, AFORESAID BLOCK T (ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF WETHERBEE ROAD PER O.R. 3274, PAGE 2446) TO THE POINT OF BEGINNING: THENCE RUN S 89° 58' 14" W ALONG THE SOUTHERLY LINES OF LOTS 113 THRU 116, INCLUSIVE, SAID BLOCK T, AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1301.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT 116; THENCE RUN N 00° 05' 00" E ALONG THE WESTERLY LINES OF LOTS 116 AND 109, AND ITS WESTERLY LINES EXTENDED, SAID BLOCK T, A DISTANCE OF 1328.79 FEET TO THE SOUTHWEST CORNER OF LOT 84, SAID BLOCK T; THENCE RUN S 89° 58' 25" W ALONG THE SOUTHERLY LINES OF LOTS 85 AND 86 AND ITS SOUTHERLY LINES EXTENDED A DISTANCE OF 680.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 86; THENCE RUN S 00° 04' 12" W ALONG THE WESTERLY LINE OF LOT 107 AND ITS WESTERLY LINE EXTENDED A DISTANCE OF 684.16 FEET TO THE SOUTHWEST CORNER OF



SAID LOT 107 (ALSO BEING THE NORTHEAST CORNER OF LOT 119, SAID BLOCK T); THENCE RUN S 89° 58' 50" W ALONG THE NORTHERLY LINE OF SAID LOT 119 A DISTANCE OF 330.41 FEET TO THE NORTHWEST CORNER OF SAID LOT 119; THENCE RUN S 00° 03' 48" W ALONG THE WESTERLY LINE OF SAID LOT 119 A DISTANCE OF 644.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 119 (ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID WETHERBEE ROAD); THENCE RUN S 89° 58' 14" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 9.14 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1450.00 FEET; THENCE RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 53° 07' 06", FOR AN ARC LENGTH OF 1344.28 FEET; THENCE RUN N 36° 54' 40" W TANGENTIAL TO THE LAST DESCRIBED CURVE ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 81.47 FEET TO THE SOUTHERLY LINE OF LOT 102, SAID BLOCK T; THENCE RUN N 89° 58' 50" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 227.65 FEET TO THE SOUTHEAST CORNER OF SAID LOT 102; THENCE RUN N 00° 02' 37" E ALONG THE EASTERLY LINE OF SAID LOT 102 A DISTANCE OF 644.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 102; THENCE RUN S 89° 59' 00" W ALONG THE NORTHERLY LINES OF LOTS 102 AND 101, SAID BLOCK T, A DISTANCE OF 390.42 FEET TO THE WEST LINE OF THE EAST 60.00 FEET OF SAID LOT 101; THENCE RUN S 00° 02' 13" W ALONG SAID WEST LINE OF THE EAST 60.00 FEET A DISTANCE OF 427.48 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF AFORESAID WETHERBEE ROAD; THENCE RUN N 36° 54' 40" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 18.77; THENCE RUN N 35° 14' 49" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 4707.72 FEET; THENCE RUN N 24° 36' 31" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 210.61 FEET; THENCE RUN N 12° 00' 38" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 156.89 FEET TO THE SOUTHERLY LINE OF LOT 66, SAID BLOCK T; THENCE RUN N 89° 58' 14" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 189.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 66; THENCE RUN N 00° 01' 02" E ALONG THE EASTERLY LINE OF LOT 63 AND ITS EASTERLY LINES EXTENDED SAID BLOCK T, A DISTANCE OF 683.85 FEET TO THE NORTHEAST CORNER OF SAID LOT 63; THENCE RUN S 89° 57' 12" W ALONG THE NORTHERLY LINE OF SAID LOT 63 A DISTANCE OF 31.92 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ORLANDO UTILITIES COMMISSION RAILROAD AND A POINT ON A NON TANGENTIAL CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1088.05 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 65° 15' 52", A CHORD DISTANCE OF 1173.45 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 65° 15' 52", A CHORD DISTANCE OF 1173.45 FEET, A CHORD BEARING OF N 57° 22' 04" E, FOR AN ARC LENGTH OF 1239.38 FEET; THENCE RUN N 90° 00' 00" E TANGENTIAL TO THE LAST DESCRIBED CURVE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID ORLANDO UTILITIES COMMISSION RAILROAD A DISTANCE OF 193.75 FEET TO A POINT ON A TANGENTIAL CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2925.07 FEET; THENCE RUN EASTERLY ALONG SAID RIGHT OF WAY LINE AND HAVING A CENTRAL ANGLE OF 03° 49' 06", FOR AN ARC LENGTH OF 194.93 FEET; THENCE RUN N 86° 10' 54" E ALONG SAID RIGHT OF WAY LINE TANGENTIAL TO THE LAST

DESCRIBED CURVE A DISTANCE OF 89.73 FEET; THENCE RUN N 89° 56' 45" E ALONG SAID RIGHT OF WAY LINE AND THE NORTHERLY LINES OF LOTS 39 THROUGH 42, INCLUSIVE, SAID BLOCK T, A DISTANCE OF 1193.67 FEET TO THE NORTHEAST CORNER OF SAID LOT 42; THENCE RUN S 00° 00' 00" E ALONG SAID RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID LOT 42 A DISTANCE OF 28.60 FEET; THENCE RUN N 90° 00' 00" E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1709.14 FEET; THENCE RUN N 00° 00' 00" E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 30.00 FEET; THENCE RUN N 90° 00' 00" E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1626.06 FEET TO THE WEST LINE OF THE EAST ¾ OF AFORESAID SECTION 18; THENCE RUN S 00° 11' 45" W ALONG SAID WEST LINE A DISTANCE OF 1242.95 FEET; THENCE RUN S 00° 14' 00" W ALONG SAID WEST LINE A DISTANCE OF 2630.31 FEET TO THE NORTHERLY RIGHT WAY LINE OF AFORESAID WETHERBEE ROAD; THENCE S 86° 51' 38" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1362.51 FEET TO THE POINT OF BEGINNING.

#### **PARCEL 4 LEGAL DESCRIPTION**

THAT PART OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼: THENCE RUN S 89° 59' 47" E ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 450.29 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CSX RAILROAD AND THE POINT OF BEGINNING: THENCE RUN N 03° 40' 51" W ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1000.86 FEET; THENCE RUN N 00° 08' 15" E ALONG THE EASTERLY RIGHT OF WAY LINE OF ORLANDO UTILITIES COMMISSION RIGHT OF WAY LINE A DISTANCE OF 1071.30 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1159.56 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 10° 00' 00" FOR AN ARC LENGTH OF 202.38 FEET; THENCE RUN N 10° 08' 15" E ALONG SAID RIGHT OF WAY LINE, TANGENTIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 104.99 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF WETHERBY ROAD (PER O.R. 3274, PAGE 2446 AND A NON TANGENTIAL CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 840.00 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 08° 38' 56" A CHORD DISTANCE OF 126.68 FEET, A CHORD BEARING OF S 30° 55' 21" FOR AN ARC LENGTH OF 126.80 FEET; THENCE RUN S 35° 14' 49" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, TANGENTIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 1749.89 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1550.00 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 34° 37' 33", A CHORD DISTANCE OF 922.53', A CHORD BEARING OF S 54° 13' 27" E FOR AN ARC LENGTH OF 936.72 FEET TO THE SOUTHERLY LINE OF AFORESAID SOUTHWEST ¼; THENCE RUN N 89° 59' 47" W ALONG SAID SOUTHERLY LINE A DISTANCE OF 2022.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 5 LEGAL DESCRIPTION  
(AS PREPARED BY SURVEYOR)**

THAT PART OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST ¼; THENCE RUN S 00° 43' 08" E ALONG THE WESTERLY LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 39.29 FEET; THENCE RUN N 89° 57' 36" E A DISTANCE OF 313.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CSX RAILROAD AND THE POINT OF BEGINNING; THENCE CONTINUE N 89° 57' 36" E A DISTANCE OF 63.51 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF WETHERBEE ROAD AND A NON TANGENTIAL CURVE CONCAVE EASTERLY HAVING A RADIUS OF 840.00 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 01° 10' 07", A CHORD DISTANCE OF 17.13 FEET, A CHORD BEARING OF S 08° 29' 16" E, FOR AN ARC LENGTH OF 17.13 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ORLANDO UTILITIES COMMISSION RAILROAD; THENCE RUN S 10° 08' 15" W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 271.38 FEET TO THE AFORESAID EASTERLY RIGHT LINE OF CSX RAILROAD; THENCE RUN N 03° 40' 51" W ALONG SAID EASTERLY RIGHT WAY LINE A DISTANCE OF 284.63 FEET TO THE POINT OF BEGINNING.

**PARCEL 6 LEGAL DESCRIPTION  
(AS PREPARED BY SURVEYOR)**

THAT PART OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST ¼; THENCE RUN S 00° 43' 08" E ALONG THE WESTERLY LINE OF SAID SOUTHWEST ¼, A DISTANCE OF 39.29 FEET; THENCE RUN N 89° 57' 36" E A DISTANCE OF 65.95 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ORANGE AVENUE (PER RIGHT OF WAY MAP SECTION 75040.2520) AND THE POINT OF BEGINNING; THENCE CONTINUE N 89° 57' 36" E A DISTANCE OF 147.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CSX RAILROAD; THENCE RUN S 03° 40' 51" E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1788.77 FEET; THENCE RUN N 51° 47' 03" W A DISTANCE OF 140.12 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF ORANGE AVENUE; THENCE RUN N 03° 47' 03" W ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 980.69 FEET; THENCE RUN S 86° 12' 57" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 38.33 FEET; THENCE RUN N 04° 09' 58" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 250.01 FEET; THENCE RUN N 03° 47' 03" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 473.96 FEET TO THE POINT OF BEGINNING.

**PARCEL 7 LEGAL DESCRIPTION  
(AS PREPARED BY SURVEYOR)**

THAT PART OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼; THENCE RUN N 00° 43' 08" W ALONG THE WESTERLY LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 63.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00° 43' 08" W ALONG SAID WESTERLY LINE A DISTANCE OF 1327.63 FEET; THENCE RUN N 89° 58' 00" E A DISTANCE OF 45.13 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ORANGE AVENUE (PER RIGHT OF WAY MAP SECTION 75040.2520); THENCE RUN S 00° 00' 15" W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 526.60 FEET; THENCE RUN S 03° 47' 03" E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 802.67 FEET; THENCE RUN S 89° 58' 50" W A DISTANCE OF 81.41 FEET TO THE POINT OF BEGINNING.

## EXHIBIT B

### CONDITIONS OF APPROVAL FOR THE JETPORT DRI, AS SET FORTH IN THE FOURTH AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE ORLANDO JETPORT CENTER DEVELOPMENT OF REGIONAL IMPACT ("DO"), AND THE STATUS OF EACH.

1. Development shall conform to the Orlando Jetport Center P-D:LUP/DRI, dated Received April 5, 1991, as amended and modified by Orlando Jetport Center P-D/LUP/DRI, dated received October 29, 1997, as further amended and modified February 2004, April 2004, June 7, 2007, and last modified by Jetport Park, a/k/a Orlando Jetport Center, Land Use Plan dated Received \_\_\_\_\_, 2010 (collectively the "Land Use Plan"), and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state and county laws, ordinances and regulations which are incorporated herein by reference, except to the extent they are expressly waived or modified by these conditions or by action of Orange County.

**STATUS: Future development in the project will be consistent with the Jetport Park PD/LUP and related conditions of approval.**

2. Access to Parcels #3, #4 and #5 (as depicted on the Land Use Plan) shall be limited to internal roadways unless Wetherbee Road is realigned.

**STATUS: Wetherbee Road has been realigned through the project. This condition no longer applies.**

3. Prior to Development Plan approval, a Conservation Area Determination and a Conservation Area Impact Permit shall be submitted to and approved by the Orange County Environmental Protection Department. Revised "Conservation Management Plan Vegetative Associations" dated received October 29, 1997 (Revised Map F-1) and revised "Mitigation Plan Vegetative Associations" dated received October 29, 1997 (Revised Map F-2) were approved by the Second Amended Development Order.

**STATUS: This condition has been met and incorporated into the approved Jetport Park LUP (Sheet C-4, Note 2).**

4. Parcel #6 and #7 (as depicted on the Land Use Plan) shall be designated as open space. Parcel #8 shall be designated as open space/industrial park/residential. In the event that the school bus terminal in Southchase PD/DRI is approved, Parcel #8 shall be designated industrial park north of Boggy Creek, and residential south of Boggy Creek.

**STATUS: This condition has been met. Parcels #6, #7 & #8 are now labeled as Parcels B, C, and D on the approved Jetport Park LUP.**

5. Impervious coverage shall not exceed 70% for non-residential parcels.

**STATUS: This condition has been incorporated into the approved Jetport Park PSP (Sheet 10).**

6. Prior to Development Plan submittal, the Developer shall submit verification that the school site location is acceptable or that an acceptable alternative has been reached. Reservation/dedication of the school site shall be in accordance with the Subdivision Regulations.

**STATUS: This condition has been met. The Orange County School Board purchased the elementary school site on or about August 26, 1998.**

7. Side setbacks for the commercial parcels shall be a minimum of twenty-five feet when abutting residential.

**STATUS: This condition has been incorporated into the approved Jetport Park PSP as a 50' residential setback on the commercial parcels (Sheets 2, 4, 6, 8 and 11).**

8. Setback from the perimeter of the Project shall be a minimum of twenty-five (25) feet. In cases where more than one setback is applicable, the more restrictive shall apply.

**STATUS: This condition has been incorporated into the approved Jetport Park PSP (Sheet 10).**

9. Except for emergency rail crossings as depicted on the Land Use Plan, all railroad crossings shall be grade separated.

**STATUS: There are two existing railroad crossings in the project. Both are depicted on the approved Jetport Park LUP. This condition is no longer needed.**

10. Prior to any Preliminary Subdivision Plan/Development Plan submittal, a developer's Agreement shall be executed. In the agreement, the Developer shall commit to the following improvements to be constructed as indicated:

Phase I

Signalization of the intersection of Wetherbee Road and Land Star Boulevard and of the intersection of Wetherbee Road and Orange Avenue shall be completed when warranted.

Phase II (Prior to start of phase)

- (1) Four lane and realign Wetherbee Road as a continuous roadway from C.R. 527 to Project entrance.
- (2) Six lane U.S. 441 from Bee-Line Expressway to Wetherbee Road Extension.
- (3) Internal Road B shall be connected to internal roadway in AIPO or reconstruct Wetherbee Road as four lanes to Boggy Creek Road.

With respect to the phases set forth above, Developer's commitment is subject to the following:

- (1) If someone other than Developer constructs one or more of the foregoing improvements, such construction shall satisfy the applicable conditions.
- (2) If Developer, or a third party, fails to make the needed improvements as and when needed, the Project shall not go forward, but County shall have no right of specific performance against Developer.

The agreement shall address impact fee credits and the staging of the improvements. The Developer Agreement required by this Condition has been executed and recorded in O.R. Book 5596, Page 2143, Public Records of Orange County, Florida.

The Developer Agreement shall be amended to delete Phase III and subdivide Phase II into Phase II A and Phase II B. The Amended Developer Agreement shall include the following Developer's commitments, in lieu of the Developer's commitments formerly applicable to Phase III:

#### Phase II A

Modify the lane configuration on the westbound Wetherbee Road approach to convert the existing through lane to a shared through-right turn lane onto Orange Blossom Trail, including any timing and phasing improvements that will be needed as a result of the lane modification.

Additionally, the following intersections were found to be significantly and adversely impacted by Phase IIA. However, in accordance with the Wetherbee Road Right-of-Way Dedication Agreement, recorded in O.R. Book 7837, Page 279, no proportionate share or mitigation obligations are required for these intersections:

- Wetherbee Road & Landstar Boulevard
- Wetherbee Road & Orange Avenue

#### Phase II B

As a result of the monitoring/modeling study which was completed by the Developer prior to entering Phase II A, the project has been identified as being significant and adverse on the following roadway segments in Phase II B. If and to the extent required by the Phase II B monitoring and modeling study, mitigation measures shall be in place prior to issuance of a building permit in Phase II B for the following roadway segments:

- (a) CR 527 (Orange Avenue) from Landstreet Road to Taft-Vineland Road
- (b) CR 527 (Orange Avenue) from Taft-Vineland Road to Wetherbee Road (east)
- (c) CR 527 (Orange Avenue) from Town Center Blvd to Osceola County line
- (d) Boggy Creek Road from Fourth Street to Tradeport Drive
- (e) Boggy Creek Road from Tradeport Drive to Wetherbee Road

**STATUS:** This condition has been met. The Developer's Agreement was executed and recorded in O.R. Book 5596, Page 2143, Public Records of Orange County, Florida. The required amendment to the Developer's Agreement was executed and recorded, as the First Amendment to the Developer's Agreement, in O.R. Book 10386, Page 5404, Public Records of Orange County, Florida. The First Amendment acknowledged the required mitigation for Phase I is completed and divided Phase II into Phase IIA and Phase IIB. The First Amendment required a proportionate share payment of \$8,575.00 for mitigation of Phase IIA. This payment was made on 9/25/2012. The DRI is being rescinded before the project reaches Phase IIB; therefore, any mitigation required for Phase IIB will no longer apply. After the DO is rescinded, new development in the project will be subject to concurrency after the vested rights certificate (TCVRC 06-178) expires.

11. The Developer shall obtain wastewater service from Orange County subject to the County rate resolutions and ordinances. No utility construction plans will be approved until wastewater treatment capacity has been obtained and hydraulic capacity is available.

**STATUS:** This condition has been met.

12. Subject to condition # 16 below, minimum open space required shall be determined on a parcel basis and shall be determined by the proposed use per Article VIII, Chapter 38 of the Orange County Code.

**STATUS:** This condition has been incorporated into the Jetport Park LUP (Sheet C-4).

13. Commercial uses shall be prohibited as the primary use within General Industrial or Industrial Parcels. Commercial uses may be permitted as an ancillary use limited to ten percent (10%) of any one Industrial or General Industrial building. No free standing commercial shall be permitted within General Industrial and Industrial Parcels.

**STATUS:** The 10% limitation on commercial uses within the Industrial and General Industrial categories has been incorporated into the Jetport Park LUP (Sheet C-4).

14. Prohibited uses shall include adult entertainment, billboards and portable signs. Prior to approval of a Development Plan for any non residential use, a master signage plan shall be submitted.

**STATUS:** The project is in compliance with this condition.

15. Building heights over fifty feet (50') within the commercial parcels shall increase setbacks in accordance with Article IX, Chapter 38, Section 38-1406, of the Orange County Code.

**STATUS:** Section 38-1406 of the Orange County Code was repealed by Ordinance 95-16, which was adopted on June 27, 1995. In its place, maximum building heights are provided in the approved Jetport Park PSP (Sheet 10). As such, this condition is no longer needed.

16. General Note 4 (Sheet 2 of 2), of the Land Use Plan is approved with this rezoning. Any credits for open space shall be in accordance with the P-D District requirements.



**STATUS:** This condition is reflected in the Jetport Park LUP (Sheet C-4). It is intended that General Note 4 on the LUP will continue to apply to the project after the DO is rescinded.

17. Access to Parcels #1 and #5, shown on the Land Use Plan for possible realignment of Wetherbee Road, shall be approved by the County Engineer at construction plan submittal.

**STATUS:** This condition no longer applies since Wetherbee Road has been realigned.

18. A fifty foot (50') buffer shall be provided along the Project's boundary line in the southern portion of the Project site abutting those outparcels zoned A-2, specifically lots 107, 108, 117-119 of Prosper Colony Blk. T, Plat Book D, Page 113, Public Records of Orange County, Florida.

**STATUS:** This condition is reflected in the approved Jetport Park PSP as a 50' residential setback (Sheets 2, 4, 6, 8 and 11).

19. The Project shall be developed in accordance with the information, data, plans and commitments contained in the Orlando Jetport DRI/ADA and supplemental information unless otherwise directed by the conditions enumerated below. For the purpose of this condition, the Application for Development Approval shall consist of the following items:

- (a) Application for Development Approval dated February 1988.
- (b) Response to Request for Additional Information dated August 24, 1988.
- (c) Developer Commitments as summarized in Appendix B of the Regional Planning Council's final report dated November 30, 1988.
- (d) Developer Agreement recorded in O.R. Book 5596, Page 2143, Public Records of Orange County, Florida.

**STATUS:** This is a DRI-related condition that will no longer apply once the DRI is rescinded. Future development in the project will be consistent with the Jetport Park PD/LUP and related conditions of approval.

20. If five percent (5%) of Phase I of the Project (40 dwelling units; 1,300 square feet of commercial; 21,250 square feet of business park; and 87,500 square feet of industrial) is not constructed on or prior to November 9, 2001, then the Development Order shall expire and zoning shall revert to A-2 (Agricultural) on any portion of the Project upon which construction has not yet commenced. In the event that Developer has not met the five percent (5%) requirement in any of the foregoing land use categories, the Developer shall be given credit for equivalent cumulative development. Average Daily Trips and/or some other mutually agreeable measurement shall be used to determine compliance.

**STATUS:** This condition is no longer applicable, as development in Jetport Park has exceeded these thresholds.

21. To minimize dependence on ground irrigation and to promote retention of wildlife habitat, native vegetation shall be utilized in landscaping to the maximum extent practicable.

**STATUS: The project is in compliance with this condition.**

22. Project construction personnel shall be notified, through posted advisories or other methods, of the presence of the Taft Cemetery site and the potential for artifact discoveries throughout the Taft Cemetery site and to report suspected findings to the Project manager. In the event of discovery of artifacts or historical or archaeological significance during project construction, the Developer shall stop construction at the site of discovery and notify Orange County and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100 foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site.

**STATUS: As discussed in biennial reports for the Jetport DRI, the Taft Cemetery has been identified by Lumbert Environmental – October 27, 2001. The required reports have been filed and have been reviewed and reported "Complete" by the Florida Department of State, Division of Historical Resources effective February 7, 2002.**

23. An historical survey shall be performed by the Developer on areas of significant historical or archaeological value as reported in the Orlando Jetport Center ADA and subsequent responses. The survey and resulting management plan shall be approved by the State Division of Historical Resources and Orange County prior to Phase II of the development or prior to any disturbance within the area known as the Taft Cemetery, generally located on Map H of the ADA. Copies of all submittals shall be delivered to the East Central Florida Regional Planning Council. The survey shall include identification of the number, location and extent of actual grave sites as well as any historical research known to date. The management plan shall include diagram and locations of proposed facilities and historical areas as well as management guidelines of the park and details of preservation and protection of the historical resources. If future development plans include activities other than passive recreation for this area, the change shall be presumed a substantial deviation of the development order and be subject to further review under Chapter 380, F.S.

**STATUS: This condition has been met. Taft Cemetery, as noted in item #22 above, has been identified and required reports have been filed and approved by Florida Secretary of State.**

24. Site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the state or federal governments in contravention of applicable state or federal laws.

Should such species be determined to be residing on, or be otherwise significantly dependent upon, the project site, the Developer shall cease all activities which might negatively affect that individual or population and immediately notify the Florida Fish and Wildlife Conservation Commission, the United States Fish and Wildlife Service and Orange County. Proper protection and habitat management, to the satisfaction of all agencies, shall be provided by the Developer.

"Harming" and "harassment" as used in this condition shall be defined in the same manner as "harm" and "harass", respectively, are defined in 50 CFR Section 17.3.

**STATUS: The project is in compliance with this condition.**

25. Unavoidable losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands within the same watershed and in accordance with adopted rules and policies of Orange County and the South Florida Water Management District. Wetlands to be created or uplands to be retained as mitigation shall, to the greatest practical extent, be located conterminously with other natural areas to be retained so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or other open water areas shall not be acceptable for wetland mitigation unless otherwise agreed to by the applicable jurisdictional permitting agency. Littoral zones created around detention ponds and lakes may qualify as newly created wetlands for mitigation purposes.

**STATUS: The project is in compliance with this condition. A similar condition exists in the Jetport Park PD as condition of approval #25 (1991), although DO condition #25 contains a slightly modified version that was adopted later in time. Accordingly, rescission of the DRI is not intended to diminish any rights that may have been created in the project by DO condition #25.**

26. To maintain existing habitat and travel corridors for wildlife, buffer areas of native upland vegetation averaging fifty feet (50') wide and with a minimum width of twenty-five feet (25') shall be retained around all regionally significant wetlands. Upland buffers between on-site wetlands/marshes/lakes and any type of development or land alteration shall be delineated with temporary construction fencing prior to construction to allow these areas to be maintained with existing native vegetation or be replanted with native, transitional zone or upland vegetation. Use of these buffers shall be limited to nature trails and other passive recreation and components of the stormwater management system. The use of pesticides, herbicides or fertilizers shall be prohibited in these buffers and the wetlands they protect.

**STATUS: This condition has been satisfied. Buffer areas are depicted on the LUP, PSP and plats for Jetport Park. As previously discussed in biennial reports for the Jetport DRI, a temporary fencing program has been established with SFWMD for use during construction activity.**

27. The on-site wetlands system, other conservation tracts, and mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have their development uses restricted by perpetual easement that is conveyed to Orange County, a state or federal environmental agency or any organizational dedicated to conservation and acceptable to Orange County.

**STATUS: This condition has been satisfied. Conservation easements have been recorded, including in O.R. Book 10354, Page 0912, and O.R. Book 10354, Page 0919, Public Records of Orange County, Florida.**

28. Failure of any portion of the permitted stormwater management plan shall not be justification for additional alteration of wetlands whether protected viable, transitional or altered.

**STATUS: This condition is noted.**

29. The minimum distance between the edge of each stormwater retention/detention basin and adjacent wetlands shall be two hundred feet (200'), unless the South Florida Water Management

District accepts test, calculations or other information furnished by the Developer through the District's permitting process which demonstrates that the deviation from the two hundred foot (200') distance is appropriate.

**STATUS: This condition is reflected in the wetland buffers shown on the approved Jetport Park LUP (Sheet 2).**

30. If shoreline banks are created, then on-site lakes greater than five (5) acres in area shall include littoral zones constructed on slopes no steeper than a 5:1 horizontal to vertical ration and shall be planted in, or allowed to be colonized by, native emergent and submergent vegetation. The Developer shall ensure by planting, if necessary, that at least eighty percent (80%) cover by native aquatic vegetation is established within the littoral zone (to include at minimum the area between ordinary high water and low water) for the duration of the Project.

**STATUS: This condition is no longer applicable as the project is nearly built out.**

31. In order to effectively monitor the Project's effects on surface water conditions, the Developer or its successors shall provide for the establishment and operation of a surface water monitoring program consisting of the following components:

- (a) Surface water samples shall be collected as the following locations:
  - (1) at sites 1, 2, and 3 as depicted in Figure 15-7 in the DRI/ADA; and
  - (2) at other sites as identified by the South Florida Water Management District and Orange County
- (b) Water quality sample and flow measurements shall be collected at least four times annually on a seasonal basis from the time outfall construction to at least four years after construction buildout.
- (c) Water quality parameters to be measured shall be determined by the South Florida Water Management District and Orange County.

**STATUS: This condition is no longer applicable as the project is nearly built out.**

32. The Developer shall submit the Draft Hazardous Materials Management Plan to the Florida Department of Environmental Regulation (FDER) for review and approval prior to any construction plan approval of industrial uses. This condition will be considered to have been met if the FDER determines that the Draft Hazardous Materials Management Plan contained in the DRI/ADA First Information Response meets the following criteria:

Assures the implementation of proper hazardous materials and wastes management and disposal procedures, and includes provisions to assure the availability of sufficient financial resources and the initiation of actions for the prompt and effective containment and clean-up of hazardous

substances subsequent to a spill or contamination episode. "Hazardous materials" are those for which notification of the FDER is required under Chapter 17-30, Florida Administrative Code.

**STATUS: This condition has been satisfied. Jetport Park's Hazardous Material Plan has been established and incorporated within Jetport Park Covenants recorded February 25, 2000, in O.R. Book 5949, Page 3005, Public Records of Orange County, Florida, as amended.**

33. Should the traffic modeling/monitoring specified in condition 38 indicate that the traffic study presented in the ADA has under predicted traffic volumes by fifteen percent (15%) in or more at any intersection where the Project contributes a significant amount of traffic, then another air quality modeling study for carbon monoxide (CO) shall be performed by the Developer with results furnished to Orange County, the Florida Department of Environmental Regulation and the East Central Florida Regional Planning Council.

**STATUS: This condition is no longer applicable. An amendment to the Developer Agreement that satisfies conditions 10, 33 - 36, and 38 has been executed and recorded at O.R. Book 10386, Page 5404, Public Records of Orange County, Florida.**

34. Air modeling shall be accomplished using guidelines for indirect sources adopted by the Florida Department of Environmental Regulation or, if none are adopted, using a methodology agreed upon by Orange County, the FDER and the East Central Florida Regional Planning Council.

**STATUS: This condition is no longer applicable for reasons stated under condition 33 above.**

35. If the air modeling specified above results in any predictions of one-hour or eight-hour CO concentrations at or above the federal and state standards, then ambient air monitoring for CO will be conducted at an appropriate location(s) determined by Orange County, FDER, the Developer and the East Central Florida Regional Planning Council. This monitoring will meet all applicable federal and state standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance.

**STATUS: This condition is no longer applicable for reasons stated under condition 33 above.**

36. Should any air monitoring specified above indicate that a Violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten percent (10%) or more of the CO is attributable to Project traffic, then the Developer shall pursue one or any combination of the following until modeling indicates that the FAAQ's will be achieved:

- Not commence the next development or monitoring phase as described in condition 37 below.
- Participate in cost-sharing of roadway improvements.
- Implement an active Transportation Systems Management (TSM) program.

**STATUS:** This condition is no longer applicable for reasons stated under condition 33 above.

37. For the purpose of the transportation conditions, the Jetport Project shall be divided into the following phases, based upon external average daily trip generation (ADT):

	<u>Per Phase</u>	<u>Cumulative</u>
Phase I (ends 2014)	13,218 ADT	13,218 ADT
Phase II A (2006-2014)	7,498 ADT	20,716 ADT
Phase II B (2011-2019)	7,498 ADT	28,214 ADT

**STATUS:** These dates were extended via emergency declaration notification submitted by the Developer, as documented in DRC meeting minutes dated February 8, 2023. The new expiration dates are as follows:

**Phase I and IIA – April 20, 2027**  
**Phase IIB – May 31, 2032**  
**Termination Date – May 31, 2032**

**Further, this is a DRI-related condition that will no longer apply once the DRI is rescinded.**

38. In conjunction with development of the Project, Developer has completed a monitoring/modeling study to ascertain the level of service ("LOS") on facilities where development of Phase II A is estimated to contribute an amount of traffic greater than or equal to ten percent of the LOS "C" volume. The results of the study are incorporated into condition 10 above. Upon Developer's compliance with condition 10 above relating to Phase II A, the Developer is deemed to have adequately mitigated Phase II A impacts to the State and regionally significant roadways.

**STATUS:** This condition has been satisfied as indicated under condition 33 above.

39. Prior to the initiation of Phase II B, a monitoring/modeling program shall be performed to ascertain the LOS on facilities where the Jetport Project is estimated to contribute an amount of traffic greater than or equal to ten percent (10%) of the LOS "C" service volume. The methodology of the monitoring/modeling program shall include consideration of the proposed Meadowoods commuter rail station, and shall be agreed upon by the East Central Florida Regional Planning Council, the City of Orlando, Orange County, Osceola County, FDOT and the Developer. A list of the facilities may include but shall not be limited to the following:

<u>Road</u>	<u>Limits (From)</u>	<u>Limtis (to)</u>
Orange Blossom Trail (US 441)	Orlando Central Parkway	Osceola County Line
Orange Avenue (CR 527)	Hansel Avenue	Osceola County Line
Boggy Creek Road	Sand Lake Road	Osceola County Line
Taft-Vineland Road	John Young Parkway	Orange Avenue
Central Florida Parkway	John Young Parkway	Orange Blossom Trail
Tradeport Drive	Orange Avenue	Landstreet Road
Landstreet Road	Orange Blossom Trail	Orange Avenue
Sand Lake Road	Chancellor Drive	Beach Line Expressway
Landstar Boulevard	Wetherbee Road	Osceola County Line

Florida's Turnpike	SR 408	Osceola County Line
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\* Includes all signalized intersections along these roadways.

**STATUS: This condition is not yet applicable and will become obsolete upon rescission of the DRI. Future development that occurs in the project after Vested Rights Certificate No. 06-178 expires will be subject to concurrency.**

40. The Orlando Jetport Project shall not commence beyond Phase II A or beyond an equivalent 20,716 cumulative external average daily trips (ADT) into Phase II B where service levels are below their adopted level of service and the Project contributes ten percent (10%) or greater to the capacity of the roadway or intersection at service level "C" as determined by the monitoring program required in the preceding conditions unless mitigation measures and/or improvements are secured and committed to occur during Phase II B. **Prior to the commencement of Phase II B, the Developer must also demonstrate, by means of a modeling study projecting such phase traffic, to the satisfaction of Orange County, the City of Orlando, East Central Florida Regional Planning Council and the Florida Department of Transportation that, where the project contributes ten percent (10%) or greater to the LOS "C" service volume of a facility, that the applicable phase of traffic (along with cumulative Project traffic) will not adversely affect service levels (below adopted LOS peak hour), or demonstrate that the necessary improvements are committed to occur during said applicable phase. Proof of mitigation must include identification of committed funding source and a reasonable guarantee of scheduling within the required time frame. Otherwise, further building permits shall not be issued by Orange County. Proof of mitigation may also include an agreement between Developer, Orange County and the entity with maintenance jurisdiction over the affected roadway, which ensures that:**

a. a proportionate share payment is made by the Developer to the appropriate entity/(ies) to mitigate project impacts;

b. The formula to be used to determine proportionate share contributions is as follows:

$$\frac{\text{(DRI Trips)}}{\text{(SV Increase)}} \times \text{Cost} = \text{Proportionate Share}$$

For this formula, DRI Trips is the cumulative number of trips from the development expected to reach the roadway during the peak hour from the phase under development. SV Increase is the change in peak hour maximum service volume of the roadway resulting from construction of the improvement necessary to maintain the desired level of service; and Cost of Improvement is the cost (at the time of Developer payment) of constructing an improvement necessary to maintain the desired level of service, including all improvement associated costs (engineering design, right-of-way acquisition, planning, engineering, inspection, and other associated physical development costs directly required and associated with the construction of the improvement) as determined by the governmental agency having maintenance obligations over the roadway.

This condition number 40 may be satisfied on a road by road basis, at such time as a comprehensive impact fee ordinance, an interlocal agreement, or similar mechanism is adopted which will assure that the objective and intent of this condition is met.

**STATUS: This condition is not yet applicable and will become obsolete upon rescission of the DRI. Future development that occurs in the project after Vested Rights Certificate No. 06-178 expires will be subject to concurrency.**

41. Toward the achievement of the objective in the (2) preceding conditions, an agreement between Orange County and the Developer shall be entered into within twelve months of the issuance of a development order for this Project by Orange County. Said agreement shall address and clarify such issues related to equity in the application of fees for roadway improvements. Said fees shall be based on a fair-share basis with respect to the improvement to be constructed and not solely on the basis of impact fees. However such an agreement would not alter or waive the provisions of the two preceding conditions as a mitigative measure for the aforementioned conditions. If in the event that one of the designated parties to the agreement (other than the Developer) fail to execute said interlocal agreement within the specified time, then the Developer may proceed with the project based upon the monitoring/modeling schedule and all other conditions specified herein.

**STATUS: This condition is no longer applicable. The Developer and Orange County entered into the Orlando Jetport Center Development Agreement recorded in O.R. Book 5596, Page 2143, as amended by the First Amendment to Orlando Jetport Center Development Agreement recorded in O.R. Book 10386, Page 5404, both in the Public Records of Orange County, Florida.**

42. In the interest of safety, the Developer shall construct a system of bike ways or provide for bicycles in the construction of all internal roadways which will provide bicycle travel between:

- homes and schools
- homes and employment centers
- homes and neighborhood commercial centers

When possible, external bicycle systems shall be connected into and the provision of bicycle traffic to nearby external employment centers and schools shall be made. Construction standards shall conform to the latest state criteria.

**STATUS: This condition has been satisfied. According to biennial reports for the Jetport DRI, bicycle paths were incorporated in the Wetherbee Road Phase I & Phase II and Phase III engineering plans.**

43. Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle activities. Furthermore, the Developer shall make known to tenants that the Orlando Metropolitan area has an existing ridesharing program operated by Tri-County Transit and encourage the use of said program. During Phase II construction, the Developer shall hire a ridesharing coordinator or include covenants which will require tenants or future landowners or collectively hire and manage a ridesharing coordinator when the combined employment levels and work force within the Orlando Jetport Center Project reach 4,000 employees. The person will be responsible for coordinating with Tri-County Transit's ridesharing program, conducting ridesharing campaigns within the Project, publicity, processing applications, distributing information (including transit information), etc.



**STATUS: This condition is noted.**

44. The Developer may increase or decrease the amount of a particular land use identified in the Summary of Trip Generation Table contained in Map H (a/k/a the Land Use Plan) by using the Development Equivalency Matrix attached to the Land Use Plan and incorporated herein. Use of the matrix may increase or decrease the total amount of each land use by no more than the amount allowed for in the substantial deviation criteria identified in Chapter 380.06(19)(b), Fla. Stat., unless this Development Order is amended to accommodate such a change. It is specifically acknowledged that use of the matrix in such a manner that the minimum and maximum thresholds set forth therein are not exceeded shall not constitute a substantial deviation nor require the filing of a Notice of Proposed Change, although such use of the matrix shall be reflected in the next Notice of Proposed Change. Greater changes than those discussed above, considered cumulatively, shall be subject to the normal Development Order amendment process. In addition, use of the conversion matrix will be reported in the biennial report.

**STATUS: This condition has been incorporated into the approved Jetport Park LUP (Sheet 4).**

[END OF DOCUMENT]

