



Todd Norman
 Direct Line: 407.481.5200
 Direct Facsimile: 407.246.5622
 todd.norman@nelsonmullins.com

ATTORNEYS AND COUNSELORS AT LAW

Bank of America Center
 390 North Orange Avenue | Suite 1400
 Orlando, FL 32801
 T: 407.839.4200 F: 407.425.8377

nelsonmullins.com
 * in Florida, known as Nelson Mullins Broad and Cassel

January 8, 2018

VIA HAND DELIVERY

Jeff Newton, Esq.
 Orange County Government
 County Administration Center
 201 S Rosalind Ave., 3rd Floor
 Orlando, FL 32802

Board of County Commissioners
 Orange County Government
 County Administration Center
 201 S. Rosalind Avenue
 Orlando, FL 32802

Re: Preliminary Subdivision Plan for Orange Lake Country Club Village NW2

Commissioners and Mr. Newton,

I am appearing at today's public hearing on behalf of BLR-545, LLC regarding PSP-17-08-256, which involves the construction of a new segment of Hartzog Road. My client is an interested party to this agenda item and approval as it is a property owner of property through which the road is planned to be constructed and a party to a contract with the County and the applicant related to this road development. I wrote you regarding this matter on December 20, 2018, indicating my client's desire at that time to have the agenda item removed until outstanding issues related to the development could be resolved. I've enclosed a copy of that letter and the relevant contract with this letter to be made part of the record.

I'm pleased to announce that since the time of my letter, the applicant and my client have reached an understanding of how to address the concerns of BLR-545 related to this approval. To those ends, a proposed amendment to the conditions have been made which calls for the road construction to commence within a specified period of time. Below is the text of the amended condition as I understand that it will be presented:

Condition No. 6:

New Hartzog Road, as contemplated by and depicted in Exhibit "H" to that certain Hartzog Road Right-of-Way Agreement recorded at O.R. Book 9712, Page 4850, in the Public Records of Orange County, Florida and as designed and engineered by Owner / Developer and reviewed by Orange County (Permit No. 12-E-001) as may be amended or revised, shall be fully constructed and completed in its entirety from the Existing Hartzog Road at

Jeff Newton, Esq.
Orange County Government
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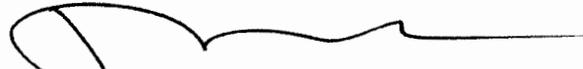
Flamingo Crossings to its terminus at CR 545, as evidenced by issuance of a Certificate of Completion from Orange County, within sixteen (16) months following commencement of construction (as long as all necessary right-of-way and/or easements have been conveyed to Owner / Developer). In the event construction of New Hartzog Road has not commenced within twelve (12) months after approval of this preliminary subdivision plan, this preliminary subdivision plan shall expire. Owner / Developer may commence construction of New Hartzog Road prior to obtaining all right-of-way and/or easements for New Hartzog Road. Prior to issuance of a Certificate of Completion for Phase 1 of this preliminary subdivision plan, that portion of New Hartzog Road that provides safe and adequate access to said Phase 1 shall be completed, including the access point as depicted in this preliminary subdivision plan, and open to traffic. Notwithstanding the fact that a Certificate of Completion for Phase 1 of this preliminary subdivision plan may be issued, Owner/Developer shall still have the continuing obligation to complete New Hartzog Road in its entirety pursuant to this Condition No. 6.

With that change, my client would no longer object to the matter being heard at this public hearing. If for any reason, that condition is not included in the final approval, my client would request that the commission consider the objections set forth in my December 20 letter and allow further presentation if needed to address those objections.

By reaching this understanding, BLR-545, LLC does not waive any of its rights under the existing Agreement or otherwise.

Very truly yours,

NELSON MULLINS BROAD AND CASSEL



Todd K. Norman, P.A.
Partner

TKN:asg
Enclosures



Todd Norman
Direct Line: 407.481.5200
Direct Facsimile: 407.246.5622
todd.norman@nelsonmullins.com

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Orlando, FL 32801
T: 407.839.4200 F: 407.425.8377

nelsonmullins.com
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December 20, 2018

VIA EMAIL JEFFREY.NEWTON@OCFL.NET

Jeff Newton, Esq.
Orange County Government
201 S Rosalind Ave., 3rd Floor
Orlando, FL 32802

Re: Preliminary Subdivision Plan for Orange Lake Country Club Village NW2

Dear Jeff:

This firm represents BLR-545, LLC, which is an Orange County property owner of the property located at 13121 Avalon Road. While BLR-545 did not get notice of proposed construction of a road affecting its rights, that proposal has now come to its attention. Specifically, we have received a copy of the Preliminary Subdivision Plan for Orange Lake Country Club Village NW2 together with Conditions of Approval for the plan from a November 7, 2018, DRC meeting to which our client was not provided notice. The plan and those conditions as written would constitute a violation of a written contract between BLR-545, Orange Lake and Orange County, and as such BLR-545 objects to this plan being heard or approved by the County Commission. BLR-545 request that the approval of this plan be removed from any proposed public hearing until the issues in this letter can be properly addressed.

By way of background, Orange County, together with the Orange Lake, BLR-545, LLC, and numerous other additional landowners, entered into the Hartzog Road Right-of-Way Agreement, effective June 3, 2008. This agreement was recorded in the Orange County Public Records and a copy of it is enclosed. The purpose of the Agreement is to outline the rights and responsibilities of all parties affected by the agreed upon expansion of Hartzog Road in Orange County, Florida. As outlined in the Agreement, Orange County approved the realignment of Hartzog Road and a one hundred twenty (120) foot right of way. The County agreed that the realignment was "in the public interest and that the four lane Hartzog Road will include full median openings approximately every six hundred sixty feet, consistent with County standards, and additional access points as required for development of the various parcels", including BLR-545. The Agreement specifically attached a schematic of the road and the County and the applicant agreed in writing with BLR-545, to "the Hartzog Road Realignment from Point A on the existing Hartzog Road to C.R. 545." Thus, this Agreement specifically attached a plan for the road causing it to cross and provide access to all of the landowners' properties, including BLR-545, as it reached County Road 545. In this Agreement, Orange County agreed in writing that "[n]o amendment, modification or other change in this Agreement shall be binding unless in writing and executed by all of the parties hereto." BLR-545 is a party to that agreement with Orange County and has never executed an amendment or modification that allowed the road not to service its property.

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The Preliminary Subdivision Plan and Conditions for Approval would specifically violate this Agreement. The Preliminary Subdivision Plan does not extend this road to County Road 545, does not service BLR-545's property, does not contain access points for the various parcels, including that owned by BLR-545, and does not follow the road alignment agreed to and attached to the Agreement. In fact, the Preliminary Subdivision Plan, if approved by the County, would constitute a breach of the County's obligations under the Agreement. The Agreement provides that "[u]pon the failure by County to perform its obligations under this Agreement [any Owner may pursue] . . . an action for specific performance; or [an] action for an injunction; or [an action for declaratory judgment"

The Conditions for Approval attempt to, but fail, to address this breach of the County's obligations that approval of the plan would cause. Specifically, condition 20 states as follows:

"The project shall comply with the terms and conditions of that certain Developer's Agreement for Hartzog Road Realignment recorded at Official Records Book/Page 7385/1519, Public Records of Orange County, Florida; that certain Amended and Restated Developer's Agreement, Orange Lake Country Club, for Hartzog Road, recorded at Official Records Book/Page 07720/3015, Public Records of Orange County, Florida; and that certain Hartzog Road Right-of-Way Agreement recorded at O.R. Book/Page 9712/4850, Public Records of Orange County, Florida, all as may be amended."

As described above, this Plan expressly does not comply with the Agreement. Moreover, to the extent that the applicant is relying on language that the Agreement "may be amended", it appears that the applicant may be seeking to rely upon amendments with less than all of the landowners. Such actions would be inappropriate as the Agreement which the County executed specifically provides "[n]o amendment, modification or other change in this Agreement shall be binding unless in writing and executed by all of the parties hereto." Thus, such an amendment is invalid and does not diminish the rights of BLR-545 to the agreed upon "Hartzog Road Realignment from . . . the existing Hartzog Road to C.R. 545."

As the County is further aware, the potential breach of this agreement by Orange Lake is currently the subject of pending litigation to which Orange County is a party. Specifically, in BLR-545 LLC vs. Orange Lake Country Club, Inc. et al., Orange County Circuit Court Case No. 2016-CA-007898-O, BLR-545 has sued to enforce the parties rights under the Hartzog Road Right of Way Agreement. Orange County is a nominal defendant to that lawsuit as thus far it has not taken any position disavowing its obligations under the Hartzog Road Right-of Way Agreement or indicating that it believes the Agreement to be anything but an enforceable agreement duly entered into by the County.

In contrast, Orange Lake has taken the position that Orange Lake cannot be sued for a violation of the Agreement. Orange Lake has not said that it has not violated the Agreement. Instead, Orange Lake argues that the Court cannot enforce the terms of the Agreement because there is no time by which Orange Lake must perform its contractual obligations. That matter is currently pending before the Court on a motion to dismiss the Amended Complaint that has not yet been decided.

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Orange Lake's position of attempting to avoid court scrutiny of its breach of the Agreement should not affect the County's position in this matter. First, Orange County has not (and presumably will not) take the position that its obligations under the Hartzog Road Right-of Way Agreement cannot be enforced in the Court system. It would be unfortunate for a county to suggest that it will not be bound by its written obligations if there is a legal argument to avoid judicial oversight. To its credit, Orange County has not taken such a position and should not take that position by approving this plan. In fact, it seems that Orange County has rejected this argument by requiring the development to "comply with the terms and conditions of . . . that certain Hartzog Road Right-of-Way Agreement . . ." Thus, the County has acknowledged the validity and binding nature of this Agreement and required its compliance. As the plan does not currently comply with that Agreement, the County should honor its written obligations and reject the plan.

Secondly, the County should also note that Orange Lake's sole argument to avoid judicial enforcement of the Agreement was that it did not contain a time for performance. As this approval would now include a time for performance, that argument is moot. Thus, if the road is approved to be built within a specific time in a manner that is in violation of the Agreement, the future timing will no longer be an issue. BLR-545 would amend its Complaint to moot this issue and instead assert that the road as approved violates the Agreement, thus not requiring the court to determine a time for performance as that time would now be set by the County's action. In such an instance of "the failure by County to perform its obligations under this Agreement" BLR-545 would have the right to pursue "an action for specific performance; or [an] action for an injunction; or [an] action for declaratory judgment . . ." BLR-545 believes that the County can and should avoid that legal entanglement by simply refusing to approve the plan until the road realignment complies with the Hartzog Road Right-of-Way Agreement.

Thank you in advance for your attention to this matter. Please advise my office if this matter is set for a public hearing so that we can appear and object on behalf of BLR-545.

Sincerely,

NELSON MULLINS BROAD AND CASSEL



Todd K. Norman, P.A.
Partner

TKN:asg
Enclosure

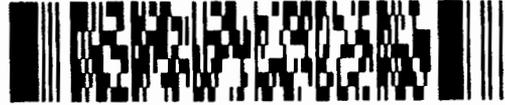
cc: Thomas R. Yaegers, Esq. (via email thomas.yaegers@akerman.com)
I. William Spivey, II, Esq. (via email spiveyiw@gtlaw.com)
William Carlton Turner Jr., Esq. (via email williamchip.turner@ocfl.net)
Joel David Prinsell, Esq. (via email joel.prinsell@ocfl.net)
Ajit Lalchandani, Orange County Administrator (via email ajit.lalchandani@ocfl.net)

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Rec Fee: \$418.00 Doc Type: GOVR
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: BCC

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

R. Duke Woodson, Esq.
FOLEY & LARDNER LLP
111 North Orange Avenue, Suite 1800
Post Office Box 2193
Orlando, Florida 32802-2193
(407) 423-7656



Tax Parcel ID Nos.: 28-24-27-0000-00-007; 28-24-27-0000-00-016;
29-24-27-0000-00-005; 29-24-27-0000-00-006; 29-24-27-0000-00-008;
29-24-27-0000-00-009; 29-24-27-0000-00-003; 30-24-27-0000-00-021;
30-24-27-0000-00-016; 29-24-27-0000-00-002; and 29-24-27-0000-00-010.

HARTZOG ROAD RIGHT-OF-WAY AGREEMENT

This **HARTZOG ROAD RIGHT-OF-WAY AGREEMENT** (the "Agreement") is made and entered into by and among **ORANGE LAKE COUNTRY CLUB, INC.**, a Florida corporation ("Orange Lake"); **KATHERINE VANCE DALTON**, as Trustee f/b/o Katherine Vance Dalton, et. al, under that certain Trust Agreement with Naomi Estill Vance, dated July 19, 1982 and **KATHERINE VANCE DALTON** individually (sometimes hereinafter collectively referred to as "Dalton 1"); **KATHERINE VANCE DALTON**, as Trustee f/b/o Charles Vance Dalton, under that certain Trust Agreement with Naomi Estill Vance, dated July 19, 1982, **KATHERINE VANCE DALTON**, as Trustee f/b/o Robert Rodes Dalton, under that certain Trust Agreement with Naomi Estill Vance, dated July 19, 1982, and **KATHERINE VANCE DALTON**, as attorney-in-fact for Waller Lisle Dalton, Jr. (sometimes hereinafter collectively referred to as "Dalton 2"); **KATHERINE VANCE DALTON** as Successor Trustee pursuant to the Last Will and Testament of Robert Rodes Estill a/k/a Robert R. Estill ("Estill"); **DEWITT ENTERPRISES, INC.**, a Florida corporation ("Dewitt"); **BLR-545, LLC**, a Florida limited liability company ("BLR"); **THOMAS J. KARR, JR.**, as to an undivided fifty percent interest, and **DONALD R. ALLEN, JR. and PATRICIA A. ALLEN**, husband and wife, as to an

After recording, place document in the Comptroller Clerk's Office pick-up file.

undivided fifty percent interest (“Karr”); and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the “County”).

WITNESSETH:

WHEREAS, Orange Lake is the owner of real property located in Orange County, Florida, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Orange Lake Property”); and

WHEREAS, Dalton 1 and Dalton 2 are the owners of those certain parcels of real property located in Orange County, Florida, as more particularly described in **Exhibit “B”** attached hereto and incorporated by reference (hereinafter referred to as the “Dalton 1 Property”); and

WHEREAS, Dalton 2 is the owner of that certain parcel of real property located in Orange County, Florida, as more particularly described in **Exhibit “C”** attached hereto and incorporated by reference (hereinafter referred to as the “Dalton 2 Property”); and

WHEREAS, Estill is the owner of that certain real property located in Orange County, Florida, as more particularly described in **Exhibit “D”** attached hereto and incorporated by reference (the “Estill Property”); and

WHEREAS, Dewitt is the owner of that certain real property located in Orange County, Florida, as more particularly described in **Exhibit “E”** attached hereto and incorporated by reference (the “Dewitt Property”); and

WHEREAS, BLR is the owner of that certain real property located in Orange County, Florida, as more particularly described in **Exhibit “F”** attached hereto and incorporated by reference (the “BLR Property”); and

WHEREAS, Karr is the owner of that certain real property located in Orange County, Florida as more particularly described in **Exhibit "G"** attached hereto and incorporated by reference (the "Karr Property"); and

WHEREAS, for the purposes of this Agreement, Orange Lake, Dalton 1, Dalton 2, Estill, Dewitt, BLR, and Karr may be collectively referred to as the "Owners," or individually as an "Owner;" and

WHEREAS, Orange Lake is developing the Orange Lake Property as a multi-phase timeshare resort with complimentary commercial and recreation land uses known as the Orange Lake Country Club (hereinafter referred to as the "Orange Lake Project"); and

WHEREAS, in September 2003, Orange Lake filed applications seeking amendments to the Orange Lake Development of Regional Impact Development Order, Planned Development zoning designation, and Orange County Comprehensive Policy Plan future land use map ("CPP") to, among other things, add approximately 239.8 acres to the DRI boundaries; and

WHEREAS, Orange Lake entered into that certain Developer's Agreement for Hartzog Road Realignment dated December 19, 2000 and recorded in O.R. Book 7385, Page 1519 (the "Developer's Agreement") to realign Hartzog Road within the Orange Lake Property for both guests of the Orange Lake Country Club resort and for motorists using Hartzog Road; and

WHEREAS, Orange Lake entered into that certain Amended and Restated Developer's Agreement dated November 18, 2004 and recorded in O.R. Book 7720, Page 3015 (the "Amended Developer's Agreement") revising certain provisions of the Developer's Agreement; and

WHEREAS, the Owners have requested that Orange Lake amend the Developer's Agreement and Amended Developer's Agreement to revise the realignment of Hartzog Road to a one hundred twenty (120) foot right-of-way, which realignment includes a portion of each of the Owners' property, generally as shown in **Exhibit "H"** attached hereto and incorporated herein by reference; and

WHEREAS, Orange Lake is willing to convey a portion of the Orange Lake Property to the County as road right-of-way for the purpose of realigning a section of Hartzog Road, generally as depicted on **Exhibit "H"**, and to grant an easement over a portion of the Orange Lake Property to the County for construction of a drainage retention/detention pond(s) to accommodate the realignment and future expansion of Hartzog Road, subject to the conditions set forth herein; and

WHEREAS, Dalton 1 and Dalton 2 are willing to convey a portion of the Dalton 1 Property, generally as depicted on **Exhibit "H"**, to the County for road right-of-way purposes and to grant an easement over a portion of the Dalton 1 Property to the County for construction of a drainage retention/detention pond to accommodate the realignment and future expansion of Hartzog Road, subject to the conditions set forth herein; and

WHEREAS, Dalton 2 is willing to convey a portion of the Dalton 2 Property, generally as depicted on **Exhibit "H"**, to the County for road right-of-way purposes and to grant an easement over a portion of the Dalton 2 Property to the County for construction of a drainage retention/detention pond to accommodate the realignment and future expansion of Hartzog Road, subject to the conditions set forth herein; and

WHEREAS, Estill is willing to convey a portion of the Estill Property, generally as depicted on **Exhibit "H"**, to the County for road right-of-way purposes and to grant an

easement over a portion of the Estill Property to the County for construction of a drainage retention/detention pond to accommodate the realignment and future expansion of Hartzog Road, subject to the conditions set forth herein; and

WHEREAS, Dewitt is willing to convey a portion of the Dewitt Property, generally as depicted on **Exhibit "H"**, to the County for road right-of-way purposes and to grant an easement over a portion of the Dewitt Property to the County for construction of a drainage retention/detention pond to accommodate the realignment and future expansion of Hartzog Road, subject to the conditions set forth herein; and

WHEREAS, BLR is willing to convey a portion of the BLR Property, generally as depicted on **Exhibit "H"**, to the County for road right-of-way purposes and to grant an easement over a portion of the BLR Property to the County for construction of a drainage retention/detention pond to accommodate the realignment and future expansion of Hartzog Road, subject to the conditions set forth herein; and

WHEREAS, Karr is willing to convey a portion of the Karr Property, generally as depicted on **Exhibit "H"**, to the County for road right-of-way purposes and to grant an easement over a portion of the Karr Property to the County for construction of a drainage retention/detention pond to accommodate the realignment and future expansion of Hartzog Road, subject to the conditions set forth herein; and

WHEREAS, the Orange County Engineer has declared Hartzog Road to be an impact fee eligible roadway; and

WHEREAS, the Owners and the County desire to set forth certain terms, conditions and agreements among the parties as to the realignment of Hartzog Road; and

WHEREAS, for the purposes of this Agreement, each of the respective Owners' portion of property to be conveyed to the County may be collectively referred to as the "Hartzog Road Right-of-Way."

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration by and among the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

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

Section 2. Approval of Realignment of Hartzog Road. The County agrees that the realignment of Hartzog Road is in the public interest, and approves the attached realignment and one hundred twenty (120) foot right of way generally as shown in **Exhibit "H"** hereto. The County agrees that the four lane Hartzog Road will include full median openings approximately every six hundred sixty (660) feet consistent with County standards, and additional access points as required for development of the various parcels.

Section 3. Hartzog Road.

- (a) Conveyance of Hartzog Road Right-of-Way. The parties hereto recognize that upon execution of this Agreement, Orange Lake, at its considerable sole cost and expense, will undertake the design, permitting, and construction of Hartzog Road within the Hartzog Road Right-of-Way. Promptly upon substantial completion and acceptance by the County as described in Section 4 herein, the Owners shall deliver to the County all documents necessary to convey to the County, at no cost to the County, marketable fee title

to their respective portions of the Hartzog Road Right-of-Way (sometimes hereinafter referred to as the "Property"), as generally depicted on Exhibit "H" attached hereto. The value of the Property to be conveyed to the County has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time. The Parties hereby agree that the value of the Property is \$40,000.00 per acre.

- (b) Conveyance of Stormwater Drainage Easements. If, during the design phase of the Hartzog Road Realignment, it is determined that retention/detention ponds are necessary to accommodate any stormwater drainage and storage requirements, the Owners shall grant, at no cost to the County, any and all appropriate non-exclusive stormwater drainage easements necessary to accommodate such stormwater drainage and storage requirements, if any, associated with that portion of the Hartzog Road Right-of-Way adjacent to their respective properties (the "Stormwater Drainage Easements"). The easements shall be transferred promptly upon substantial completion of construction and acceptance by the County as described in Section 4 herein. The location, size, and configuration of the Stormwater Drainage Easements on the Owners' respective properties shall be reasonably and equitably determined by the designing engineer, with the consent of the respective Owners. The Owners agree to

share equitably in the encumbering of the land necessary to accommodate stormwater drainage, and agree that if an Owner is required to encumber a disproportionate amount of land, the remaining Owners shall compensate the Owner on a pro rata basis, within thirty (30) days of granting of the easement(s). Failure of an Owner to provide compensation to the Owner required to encumber a disproportionate amount of land shall create a lien right on behalf of the Owner to be compensated. Two or more of the Owners may agree between or among themselves on the accommodation of storm water drainage and the appropriate compensation. The County and the Owners agree that any individual Stormwater Drainage Easements may be relocated or expanded now or in the future upon the request of a particular affected Owner, provided: (i) the relocated or expanded Stormwater Drainage Easement is to provide shared drainage to both Hartzog Road and the applicable Owner's Property; (ii) the applicable Owner shall bear all costs of the relocation or expansion of the stormwater drainage facilities in the relocated or expanded Stormwater Drainage Easement; (iii) the applicable Owner shall be responsible for maintenance of the shared stormwater drainage facilities; and (iv) the relocation or expansion is subject to all applicable County regulations.

- (c) Procedure. The conveyance of the Hartzog Road Right-of-Way shall be by special warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to the County, if any. Each Owner shall pay all costs associated with the conveyance of such Owner's respective portion(s) of the Hartzog Road Right-of-Way, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyances of the Hartzog Road Right-of-Way shall be prorated as of the date of transfer of title and the prorated amount shall be paid by the applicable Owner to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes. If the conveyance(s) takes place between November 1 and December 31, the applicable Owner(s) shall pay all ad valorem taxes due and payable on the respective property.
- (d) Title Policy. Thirty days prior to the conveyances of the Hartzog Road Right-of-Way and the granting of the Stormwater Drainage Easements, each Owner shall provide to the County, on its behalf, a current Title Insurance Commitment issued by a title insurer licensed by the State of Florida, naming the County as the proposed insured therein and evidencing that fee simple title to such Owner's portion(s) of the Hartzog Road Right-of-Way and the Stormwater Drainage Easements is vested in the applicable Owner and evidencing that the Hartzog Road Right-of-Way and

Stormwater Drainage Easements are free and clear of all liens and encumbrances, except for easements of record acceptable to the County, if any. Each Owner thereafter shall provide, at its sole cost and expense, to the County an Owner's Policy of Title Insurance naming the County as the insured, in the amount of the assessed value for its respective portion(s) of the Hartzog Road Right-of-Way.

- (e) Environmental Audit. Prior to the conveyance of the Hartzog Road Right-of-Way, easements, and drainage areas, each Owner shall submit, at its sole cost and expense, to County a current (within 6 months of conveyance to County) Phase I environmental audit of its respective areas encompassed by Hartzog Road Right-of-Way. Each Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-05. In the event any of the Phase I environmental audits presents a matter of concern, as determined by County, then prior to the conveyance, the respective Owner(s) shall submit to County a Phase II environmental audit. If a Phase II environmental audit is performed and reveals the need for remediation of a portion of the Hartzog Road Right-of-Way, one of the following events shall occur: (i) the respective Owner shall remediate the affected portion of the Hartzog Road Right-of-

Way to County's satisfaction prior to the conveyance; (ii) the respective Owner and County shall negotiate and enter into a separate agreement whereby the 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. Each respective Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes, if applicable.

(g) Temporary Grading and Construction Easement.

(i) Each Owner shall grant and convey to either Orange Lake or the County a Temporary Grading and Construction Easement as necessary, but not to exceed thirty feet (30') in width, adjacent to their respective portion(s) of the Hartzog Road Right-of-Way. This Temporary Grading and Construction Easement shall automatically expire upon completion of construction of the first two lanes of the Hartzog Road Realignment.

(ii) Orange Lake and each Owner shall grant and convey to the County a Temporary Grading and Construction Easement as necessary, but not to exceed thirty feet (30') in width, adjacent to their respective portions of the Hartzog Road Right-of-Way. This Temporary Grading and Construction Easement shall automatically expire upon completion and acceptance of the construction by the County of the additional two lanes of

the Hartzog Road Realignment. Said easements shall be contingent upon the Owner(s) receiving (a) a commercially reasonable indemnification and hold harmless agreement from the grantee(s) regarding such temporary uses and (b) an agreement from the grantees requiring that the temporary easement areas be restored to their pre-existing condition upon completion of the road work, except as provided in subsection (i) "Excavation and Fill" herein.

- (h) Road Impact Fee Credits. The County and the Owners agree that neither Orange Lake nor the Owners shall receive any road impact fee credits in consideration for the conveyance of their respective portions of the Hartzog Road Right-of-Way or Stormwater Drainage Easements to the County; provided, however, if any of the property becomes part of a Village within Horizon West, the Owner may receive all appropriate credits due under adequate public facilities criteria in a Specific Area Plan approval prior to conveyance for all land conveyed pursuant to this Agreement (right of way, drainage facilities, wetlands mitigation, etc.). Orange Lake shall be entitled to road impact fee credits for any costs of design, permitting, and construction, beyond that of a typical two lane urban section, required by the County to accommodate the four lane section of Hartzog Road, (i) consistent with Section 23-95, Orange County Code, as may be amended from time to time (the "Road Impact Fee Ordinance"), and (ii) subject to the

County's review and approval of costs. Orange Lake shall not be required to pay County application, inspection, or permitting fees with respect to the design and construction of the Realigned Hartzog Road. The County and the Owners further agree that in the event road impact fee credits are obtained for any of the cost of the design, permitting, and construction of the Hartzog Road Realignment lying outside of the Orange Lake Property, that (i) each of Dewitt, BLR, and Karr shall be entitled to road impact fee credits based on such Owner's share of the Design/Permitting/Construction costs, as such shares are specified in Section 4 below, and (ii) Orange Lake shall be entitled to road impact fee credits based on the Design/Permitting/Construction costs paid by Orange Lake for the portion of Hartzog Road Realignment fronting the Dalton 1, Dalton 2, and the Estill Property.

- (i) Excavation and Fill. Dalton 1, Dalton 2, Dewitt, and BLR agree that, as a condition precedent to the construction of the Hartzog Road Realignment, a portion of the Dalton 1, Dalton 2, Dewitt, and BLR Properties that are currently used as a sand mine shall be excavated and/or filled to current surrounding grade, as appropriate (as same is reasonably determined by Orange Lake, Dalton 1, Dalton 2, Dewitt, and BLR Properties), to allow for construction of the Hartzog Road Realignment. Dalton 1, Dalton 2, Dewitt, and

BLR agree to excavate and/or fill that portion of the Dalton 1, Dalton 2, Dewitt, and BLR Properties located along the proposed Hartzog Road Realignment as shown in Exhibit "H" to current surrounding grade so that the Hartzog Road Realignment can be designed, permitted, and constructed in accordance with County regulations. Dalton 1, Dalton 2, Dewitt, and BLR shall submit plans in accordance with Chapter 16 of the Orange County Code, as may be amended from time to time, for approval of excavation and fill. Dalton 1, Dalton 2, Dewitt, and BLR further agree to attempt to obtain, within ninety (90) days of the final determination of legal descriptions as provided in Section 3(a) herein, those permits necessary to complete the excavation and/or filling of the Properties. Dalton 1, Dalton 2, Dewitt, and BLR shall provide fill, as necessary and at their sole cost and expense, for the construction of four (4) lanes of the Hartzog Road Realignment on their respective portions of the Properties. The County agrees that it will expeditiously process any and all County permit applications submitted by Dalton 1, Dalton 2, Dewitt, and BLR necessary to the excavation and/or filling of such portion of the Properties, provided that such excavation or filling is performed in accordance with County regulations.

Section 4. Design, Permitting, and Construction of Hartzog Road Realignment. Orange Lake shall pay, at its sole cost and expense, all costs related to the design,

permitting, and construction of the Hartzog Road Realignment from Point A on the existing Hartzog Road to C.R. 545, including intersection improvements as may be required, such as turn lanes and a traffic signal when warranted, as generally depicted on Exhibit "H" (the "Design/Permitting/Construction Costs") and consistent with the requirements of Section 4 of the Amended Developer's Agreement. Orange Lake hereby designates the County as a third-party beneficiary, with full enforcement rights to the design contract executed with the project engineer. The construction drawings shall be made available to the Owners as they are prepared and the Owners shall have an opportunity to review and comment on the drawings before they are finalized. Each Owner shall pay for the cost of mitigation for impacts to wetlands, if any, on his or her property. Such payment shall be made at the time required for mitigation under the federal, state, and local permits issued for road construction. Each of DeWitt, BLR, and Karr shall reimburse Orange Lake for the construction costs of one-half (1/2) of the portion of the Hartzog Road Realignment fronting the Owner's Property less any contribution made by the Owner to Orange Lake during construction, and such reimbursement shall be due and payable at the time each such Owner obtains building permits for vertical construction on such Owner's property. It is the intent of the parties that the costs for the entire Hartzog Road Realignment not be divided among the parties by taking overall costs divided by each party's proportionate share of frontage. Instead, the parties desire to allocate costs based on actual costs related to construction of the Hartzog Road Realignment adjacent to each Owner's property.

The project engineer shall deliver to the County at 30, 60, 90, and 100 percent completion a set of documents including final approved plans and specifications in a form acceptable to Orange County and suitable in form and number for bidding purposes. The final submittal shall be accompanied by all necessary permits required for construction and a **signed**

and sealed letter from the project engineer stating that the plans are complete and as approved by the County, and that all necessary approvals and permits needed for construction of the project have been obtained and are submitted with these approved plans. The Public Works Director may direct that plans and specifications be delivered otherwise than set out herein, but such direction shall be given only in writing to the project engineer.

Each month during the construction of the Hartzog Road Realignment the project engineer shall certify to the County and to the Owners the contractor's progress with respect to the construction. The certification shall include a statement that the completed portion of the construction is consistent with the approved design and permits. The County may inspect the progress of the construction in accordance with its standard inspection process for other County road projects. Upon completion of construction and conveyance of the Hartzog Road Right-of-Way, the County shall issue a Certificate of Completion or its functional equivalent, whereupon Orange Lake shall assign the construction contracts and the completed Hartzog Road Realignment to the County.

Section 5. Insurance. Orange Lake shall require the general contractor for construction of the road improvement project to obtain, maintain, and furnish to County evidence of:

- (i) General contractor's workers compensation insurance, with statutory workers' compensation limits and no less than a \$100,000 limit for Employers' Liability, with a waiver of subrogation in favor of the County, its consultants, agents, employees, and officials.

(ii) Business automobile liability insurance for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence.

(iii) Commercial general liability insurance for all operations, including but not limited to contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence and an aggregate limit (if applicable) of at least twice the per occurrence limit.

Such insurance is necessary in order to protect the County from liability, damage, loss, and expense arising out of, and from the performance of, any work by the contractor, its subcontractors of any tier, employees, or agents resulting in personal injury or death of any person and damage to any property. The County shall be listed as an additional insured on all insurance policies required herein, except workers' compensation. All insurance policies shall be primary and not contributory with any insurance or self-insurance of the County and such insurance shall not be cancelled, non-renewed, or amended without thirty (30) days prior written notice to the County.

Section 6. Vested Rights/Concurrency. In consideration for the Owners' conveyances of the four lane section of Hartzog Road Right-of-Way and granting of the Stormwater Drainage Easements, and for Orange Lake's funding of the Design/Permitting/Construction Costs for the Hartzog Road Realignment, the County hereby agrees and acknowledges that each Owner shall be vested, upon completion and acceptance of the roadway, for twenty five percent (25%) of the capacity of a four-lane road in the number of

trips shown in **Exhibit "I"**, for roadway concurrency purposes with regard to the four lane section of Hartzog Road from Point A to C.R. 545 for any development on its property.

Section 7. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Orange Lake's expense, in the Public Records of Orange County, Florida.

Section 8. Disclaimer of Third Party Beneficiaries. Except as provided in Section 12, 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, express 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 9. Attorneys' Fees. Each party to this Agreement agrees to bear its own attorneys' fees and costs in connection with all actions to be undertaken in compliance with this Agreement; however, if an Owner is required under the provisions to take action to compel conveyance or payment from another Owner, then the prevailing party shall be awarded reasonable attorneys' fees and costs.

Section 10. Survival. The obligations of this Agreement shall survive the conveyance of lands or interests in lands hereunder to the County.

Section 11. Amendments. No amendment, modification, or other change in this Agreement shall be binding upon the parties unless in writing and executed by all of the parties hereto.

Section 12. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior and contemporaneous agreements, undertakings, representations, and statements, oral or written, are merged into this Agreement.

Section 13. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto.

Section 14. Notice. Any notice given with respect to this Agreement shall be in writing and 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 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 Orange Lake:

Orange Lake Country Club, Inc.
Attention: Brian T. Lower, Esq.
8505 West Irlo Bronson Highway
Kissimmee, FL 34747-8201
Telephone: 407-239-0000
Facsimile: 407-239-1086

With a copy to:

R. Duke Woodson, Esq.
Foley & Lardner LLP
111 North Orange Avenue, Suite 1800
Orlando, FL 32801
Telephone: 407-423-7656
Facsimile: 407-648-1743

As to Dalton 1 and Dalton 2:

Katherine Vance Dalton
1066 Lakewood Drive
Lexington, KY 40502

With a copy to:

Christopher Brockman, Esq.
Holland & Knight
200 S. Orange Avenue
Orlando, FL 32801
Telephone: 407-425-8500
Facsimile: 407-244-5288

As to Estill:

Robert R. Estill Estate
c/o Katherine Vance Dalton
1066 Lakewood Drive
Lexington, KY 40502

With a copy to:

Christopher Brockman, Esq.
Holland & Knight
200 S. Orange Avenue
Orlando, FL 32801
Telephone: 407-425-8500
Facsimile: 407-244-5288

As to DeWitt:

DeWitt Enterprises Inc.
Attention: Ann Severns
14463 W. Colonial Drive
Winter Garden, FL 34787

As to BLR:

BLR-545, LLC
c/o Broad & Cassel
Attention: C. David Brown II, Esq.
390 N. Orange Avenue, Suite 1400
Orlando, FL 32801
Telephone: 407-839-4283
Facsimile: 407-650-0910

As to Karr:

Thomas J. Karr Jr.
Donald & Patricia Allen
527 Main Street
Windermere, FL 34786

With a copy to:

Daniel T. O'Keefe, Esq.
Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1000
Orlando, FL 32801

As to County:

Orange County Administrator
P.O. Box 1393
Orlando, FL 32802-1393
Telephone: 407-836-7370
Facsimile: 407-836-7399

With a copy to:

Orange County
4200 S. John Young Parkway
Orlando, FL 32839
Attention: Manager
Transportation Planning
Telephone: 407-836-8072
Facsimile: 407-836-8079

Section 15. Covenants Running with the Land. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall run with the Orange Lake Property, the Dalton 1 Property, the Dalton 2 Property, the Estill Property, the Dewitt Property, the BLR Property, and the Karr Property and be binding upon and inure to the benefit of the successors and assigns of Orange Lake and the Owners and upon any person, firm, corporation, or entity who may become the successor in interest to the Orange Lake Property, the Dalton 1 Property, the Dalton 2 Property, the Estill Property, the DeWitt Property, the BLR Property, or the Karr Property.

Section 16. 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 17. 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 18. 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, in form and substance reasonably necessary to confirm

and/or effectuate the obligations of either party hereunder and the consummation of the transactions completed hereby.

Section 19. Limitation of Remedies. The County and each 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 any 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 against said Owner;

(ii) the right to set off, against the amounts of impact fees to be credited in favor of said Owner under this Agreement, (A) any amounts due to County from said 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 said Owner, but which said Owner has failed or refused to do when required;

(iii) the withholding of development permits and other approvals or permits for said Owner for that Owner's 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 Hartzog Road Right-of-Way or any other portion of the Property as County may lawfully elect.

(b) Limitations on Owners' remedies. Upon any failure by County to perform its obligations under this Agreement, each 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 said Owner; or

(iv) any combination of the foregoing.

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

Section 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 21. Construction. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

Section 22. Effective Date. The effective date (the "Effective Date") of this Agreement shall be the date when the last one of Orange Lake, the Owners, and the County has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of Orange Lake, the Owners, and the County.

Section 23. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A"	The Orange Lake Property Legal Description
Exhibit "B"	The Dalton 1 Property Legal Description
Exhibit "C"	The Dalton 2 Property Legal Description
Exhibit "D"	The Estill Property Legal Description
Exhibit "E"	The Dewitt Property Legal Description
Exhibit "F"	The BLR Property Legal Description
Exhibit "G"	The Karr Property Legal Description
Exhibit "H"	The Hartzog Road Realignment
Exhibit "I"	Vested Trips for Roadway Concurrency

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

“COUNTY”

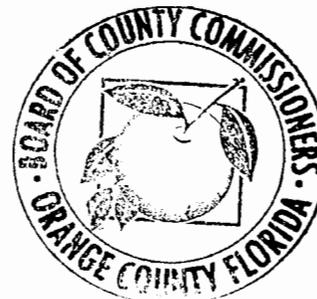
ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

By: Board of County Commissioners

By: *Richard T. Crotty*
Richard T. Crotty, Orange County Mayor
Date: 6.3.08

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

By: *Martha O. Haynie*
Deputy Clerk



Signed, sealed and delivered in the presence of:

“ORANGE LAKE”

ORANGE LAKE COUNTRY CLUB, INC., a Florida corporation

Mary Phillips
Print Name: MARY Phillips
GABRIEL KOTCH
Print Name: GABRIEL KOTCH

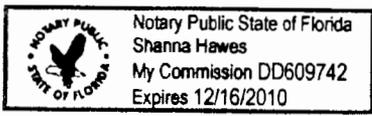
By: [Signature]
Print Name: Brian T Lower
Title: Executive Vice President
Date: 5/8/2008

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to me and subscribed freely and voluntarily for the purposes therein expressed before me by Brian T. Lower, as Exec VP of ORANGE LAKE COUNTRY CLUB, INC., a Florida corporation, known to me to be the person described in and who executed the foregoing, this 8 day of May, 2008. He/she is [] personally known to me or [] has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of May, 2008.

Shanna Hawes
Notary Public
My Commission Expires:



Signed, sealed and delivered in the presence of:

Walter Morris
Print Name: WALTER MORRIS

John J. Ringo
Print Name: JOHN J. RINGO

Walter Morris
Print Name: WALTER MORRIS

John J. Ringo
Print Name: JOHN J. RINGO

Walter Morris
Print Name: WALTER MORRIS

John J. Ringo
Print Name: JOHN J. RINGO

Walter Morris
Print Name: WALTER MORRIS

John J. Ringo
Print Name: JOHN J. RINGO

Walter Morris
Print Name: WALTER MORRIS

John J. Ringo
Print Name: JOHN J. RINGO

"DALTON 1"

KATHERINE VANCE DALTON, as Trustee f/b/o Katherine Vance Dalton, under that certain Trust Agreement with Naomi Estill Vance, dated July 19, 1982

Katherine Vance Dalton
Katherine Vance Dalton
Date: 5/8/08

Katherine Vance Dalton
KATHERINE VANCE DALTON,
individually

"DALTON 2"

KATHERINE VANCE DALTON, as Trustee f/b/o Charles Vance Dalton, under that certain Trust Agreement with Naomi Estill Vance, dated July 19, 1982

Katherine Vance Dalton
Katherine Vance Dalton
Date: 5/8/08

KATHERINE VANCE DALTON, as Trustee f/b/o Robert Rodes Dalton, under that certain Trust Agreement with Naomi Estill Vance, dated July 19, 1982

Katherine Vance Dalton
Katherine Vance Dalton
Date: 5/8/08

KATHERINE VANCE DALTON, as attorney-in-fact for Waller Lisle Dalton, Jr.

Katherine Vance Dalton
Katherine Vance Dalton, attorney-in-fact for Waller Lisle Dalton, Jr.
Date: 5/8/08

STATE OF Kentucky
COUNTY OF Magoffin

SWORN to me and subscribed freely and voluntarily for the purposes therein expressed before me by Katherine Vance Dalton (1) as Trustee f/b/o Katherine Vance Dalton, under that certain Trust Agreement with Naomi Estill Vance, dated July 19, 1982, (2) individually, (3) as Trustee f/b/o Charles Vance Dalton, under that certain Trust Agreement with Naomi Estill Vance, dated July 19, 1982 (4) as Trustee f/b/o Robert Rodes Dalton, under that certain Trust Agreement with Naomi Estill Vance, dated July 19, 1982, (5) as attorney-in-fact for Waller Lisle Dalton, Jr., known to me to be the person described in and who executed the foregoing, this 8th day of May, 2008. He/she is [] personally known to me or [] has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May, 2008.

J. Blankinship
Notary Public
My Commission Expires: March 29, 2012



Signed, sealed and delivered in the presence of:

“ESTILL”

KATHERINE VANCE DALTON, as Successor Trustee pursuant to the Last Will and Testament of Robert Rodes Estill

Lynanne M. Grever
Print Name: Lynanne M. Grever

Katherine Vance Dalton
Katherine Vance Dalton

John J. Ringo
Print Name: JOHN J. RINGO

Date: 5/9/08

STATE OF Kentucky
COUNTY OF Fayette

SWORN to me and subscribed freely and voluntarily for the purposes therein expressed before me by Katherine Vance Dalton, as Successor Trustee pursuant to the Last Will and Testament of Robert Rodes Estill, known to me to be the person described in and who executed the foregoing, this 9th day of May, 2008. He/she is personally known to me or [] has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May, 2008.

[Signature]
Notary Public
My Commission Expires: March 29, 2012



Signed, sealed and delivered in the presence of:

“DEWITT”

DEWITT ENTERPRISES, INC., a Florida corporation

Cathy Burns
Print Name: CATHY BURNS

By: Theodore Dewitt
Print Name: Theodore Dewitt
Title: President

Date: 5/9/08

Stephanie Martin
Print Name: Stephanie Martin

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to me and subscribed freely and voluntarily for the purposes therein expressed before me by Theodore Dewitt, as the President of DEWITT ENTERPRISES, INC., a Florida corporation, known to me to be the person described in and who executed the foregoing, this 9 day of May, 2008. He/she is [] personally known to me or [] has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of May, 2008.

[Signature]
Notary Public
My Commission Expires:



Signed, sealed and delivered in the presence of:

“BLR”

BLR-545, LLC, a Florida limited liability company

Helen B. Ford
Print Name: Helen B. Ford

By: [Signature]
Print Name: C. David Brown, II
Title: Manager
Date: 5/15/08

Teresa Motley
Print Name: Teresa Motley

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to me and subscribed freely and voluntarily for the purposes therein expressed before me by C. David Brown, II, as the manager of BLR-545, LLC, a Florida limited liability company, known to me to be the person described in and who executed the foregoing, this 15 day of May, 2008. (He/she is [] personally known to me or [] has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of May, 2008.

[Signature]
Notary Public
My Commission Expires:

NANCY H. BOWMAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD524469
EXPIRES 7/25/2008
BONDED THRU 1-888-NOTARY1

Signed, sealed and delivered in the presence of:

“KARR”

THOMAS J. KARR, JR., as to an undivided fifty percent interest, and DONALD R. ALLEN, JR. and PATRICIA A. ALLEN, husband and wife, as to an undivided fifty percent interest

Juli S. James
Print Name: Juli S. James

By: [Signature]
Thomas J. Karr, Jr.

Michele M. Champion
Print Name: MICHELE M. CHAMPION

Date: May 13, 2008

Juli S. James
Print Name: Juli S. James

By: [Signature]
Donald R. Allen, a married man

Michele M. Champion
Print Name: MICHELE M. CHAMPION

Date: May 13, 2008

MICHELE M. CHAMPION
Print Name: Juli S. James

By: [Signature]
Patricia A. Allen, a married woman

Michele M. Champion
Print Name: MICHELE M. CHAMPION

Date: May 13, 2008

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to me and subscribed freely and voluntarily for the purposes therein expressed before me by Thomas J. Karr, as to an undivided fifty percent interest, known to me to be the person described in and who executed the foregoing, this 13th day of May, 2008. He/she is personally known to me or has produced _____ (type of identification) as identification.

13th day of May, 2008. WITNESS my hand and official seal in the County and State last aforesaid this

[Signature]
Notary Public

My Commission Expires: NOTARY PUBLIC-STATE OF FLORIDA
Michele M. Champion
Commission # DD692479
Expires: AUG. 24, 2011
BONDED THRU ATLANTIC BONDING CO., INC.



STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to me and subscribed freely and voluntarily for the purposes therein expressed before me by Donald R. Allen and Patricia A. Allen, husband and wife, as to an undivided fifty percent interest, known to me to be the person(s) described in and who executed the foregoing, this 15th day of May, 2008. He/she is [] personally known to me or [] has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May, 2008.

Michele M. Champion

Notary Public

My Commission Expires

NOTARY PUBLIC-STATE OF FLORIDA
Michele M. Champion
Commission # DD692479
Expires: AUG. 24, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"
(The Orange Lake Property Legal Description)

LEGAL DESCRIPTION

ORANGE LAKE COUNTRY CLUB PROPERTY LEGAL DESCRIPTION:

THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST.

TOGETHER WITH:

THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7803, PAGE 3332, OF THE PUBLIC COUNTY RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTHWEST QUARTER AND THE SOUTH QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTH LINE AND EASTERLY OF THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6163, PAGE 1050, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST.

TOGETHER WITH:

THE NORTH THREE QUARTERS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LESS AND EXCEPT THAT PORTION LYING WITHIN THE RIGHT-OF-WAY OF HARTZOG ROAD, AS DESCRIBED IN DEED BOOK 839, PAGE 444 AND DEED BOOK 839, PAGE 843, BOTH OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LESS THE NORTH 55.00 FEET OF THE EAST 215.00 FEET THEREOF, LYING WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF HARTZOG ROAD, AS DESCRIBED IN DEED BOOK 839, PAGE 444 AND DEED BOOK 839, PAGE 843, BOTH OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE ABOVE DESCRIBED TRACT OF THE LAND LIES IN ORANGE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING N.89°22'51"E.
- (3) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (4) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (5) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

03-18-08 P.S. REVISED LEGAL DESCRIPTION & SKETCH

SHEET 1 OF 3
(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 OF 3 FOR LINE TABLE, CURVE TABLE AND LEGEND


 DAVID A. WHITE, P.S.M.
 FLORIDA REGISTRATION NO. 4044
 PROFESSIONAL ENGINEERING CONSULTANTS, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB-3556
 DATE OF SIGNATURE: MARCH 18, 2008

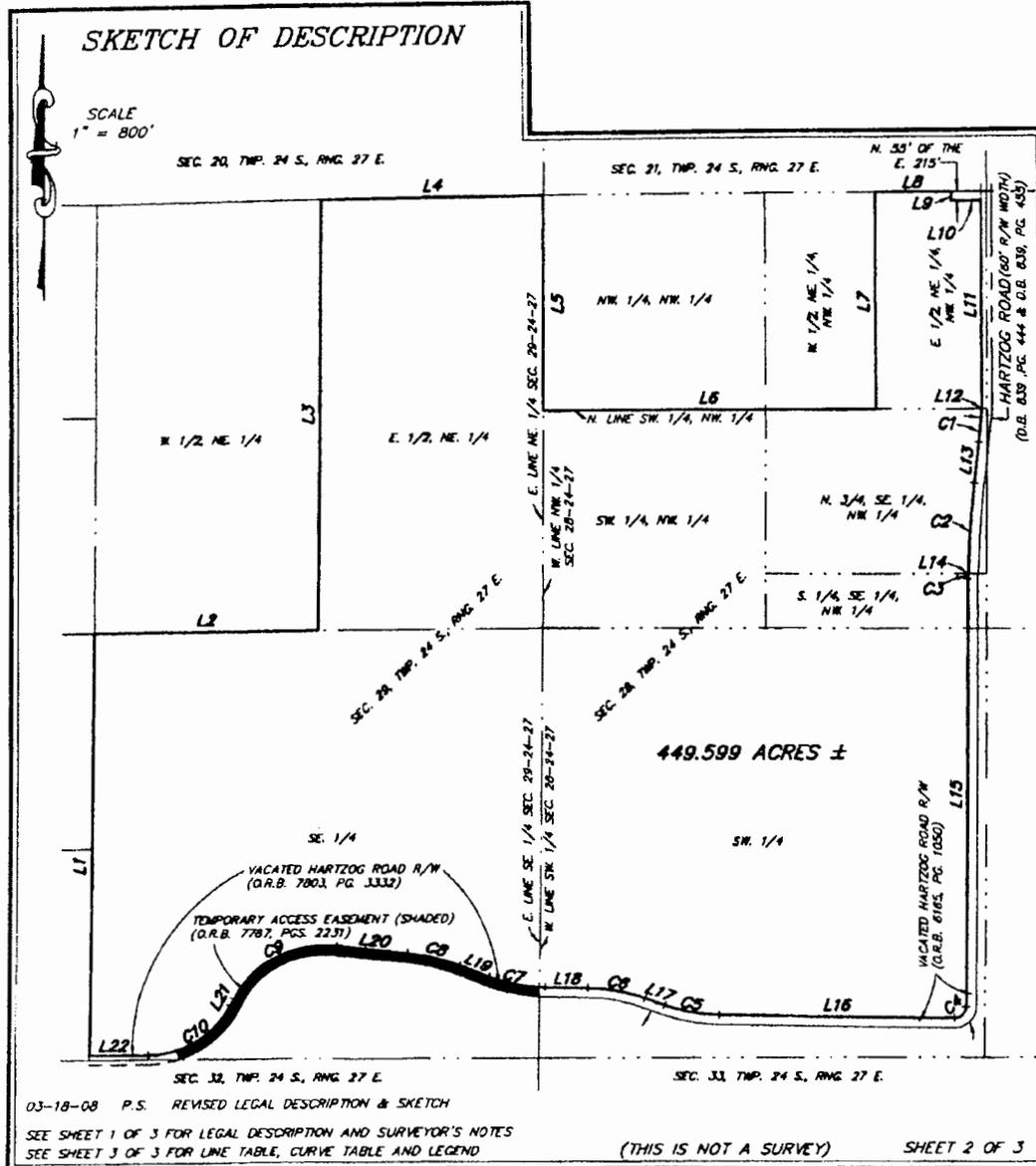
PEC | PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors

Suite 1580 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 28 & 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-30-2007	PREP BY: P.S.	DRAWN BY: D.C.G.	JOB #: 707151
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C:\707151-ORANGE LAKE RESORT LEGALS\Legals\707151-OR.dwg Mar 18, 2008 - 1:56pm



03-18-08 P.S. REVISED LEGAL DESCRIPTION & SKETCH
 SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
 SEE SHEET 3 OF 3 FOR LINE TABLE, CURVE TABLE AND LEGEND
 (THIS IS NOT A SURVEY) SHEET 2 OF 3

PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
 engineers planners surveyors

Suite 1580 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8082

SECTION 28 & 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-30-2007 PREP BY: P.S. DRAWN BY: D.C.G. JOB #: 707151

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SKETCH OF DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°18'04"E	2616.49'
L2	N89°54'58"E	1337.38'
L3	N00°18'37"E	2630.09'
L4	N89°28'57"E	1337.97'
L5	S00°19'15"W	1320.11'
L6	S89°50'36"E	1988.65'
L7	N00°15'40"E	1325.60'
L8	N89°59'54"E	449.24'
L9	S00°17'52"W	55.00'
L10	N89°59'54"E	185.00'
L11	S00°17'52"W	1272.47'
L12	N89°50'27"W	0.08'
L13	S06°31'00"W	249.23'
L14	N89°43'54"W	3.69'
L15	S00°17'42"W	2621.69'
L16	N89°07'58"W	1403.25'
L17	N68°51'58"W	121.50'
L18	N89°00'58"W	261.02'
L19	N67°44'39"W	194.72'
L20	N83°19'39"W	418.68'
L21	S25°57'21"W	48.66'
L22	N89°56'28"W	347.59'

LEGEND
 D.B.....DEED BOOK
 O.R.B.....OFFICIAL RECORDS BOOK
 P.B.....PLAT BOOK
 P.C.....PAGE
 SEC.....SECTION
 R/W.....RIGHT-OF-WAY
 C.R.....COUNTY ROAD
 RD.....ROAD
 TWP.....TOWNSHIP
 RNG.....RANGE
 L-#.....LINE DESIGNATION
 C-#.....CURVE DESIGNATION

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD LENGTH	CHORD BEARING
C1	5699.65	02°03'23"	204.56	204.55	S05°29'19"W
C2	5759.65	05°25'13"	544.87	544.66	S03°48'24"W
C3	5759.65	00°18'42"	31.34	31.34	S00°27'03"W
C4	70.00	80°34'20"	110.65	99.49	S45°34'52"W
C5	925.37	20°16'00"	327.32	325.62	N78°59'58"W
C6	985.37	20°09'00"	346.54	344.76	N78°56'28"W
C7	925.37	21°13'28"	342.80	340.84	N78°21'24"W
C8	1176.28	15°35'00"	319.93	318.94	N75°32'09"W
C9	603.69	70°43'00"	745.10	698.70	S61°18'51"W
C10	543.69	64°06'12"	608.29	577.05	S58°00'26"W

03-18-08 P.S. REVISED LEGAL DESCRIPTION & SKETCH

(THIS IS NOT A SURVEY)
 SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
 SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

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Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 28 & 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-30-2007	PREP BY: P.S.	DRAWN BY: D.C.G.	JOB #: 707151
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EXHIBIT "B"
(The Dalton 1 Property Legal Descriptions)

LEGAL DESCRIPTION

The Dalton Property Legal Descriptions (As Furnished)

PARCEL 1:

THE EAST 488 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 1/2 OF THE SOUTHWEST 1/4 (LESS THE EAST 963 FEET) OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING N.89°22'51"E.
- (3) THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE LEGAL DESCRIPTION FURNISHED BY THE CLIENT.
- (4) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (5) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-3556
DATE OF SIGNATURE: NOVEMBER 27, 2007

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

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SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST

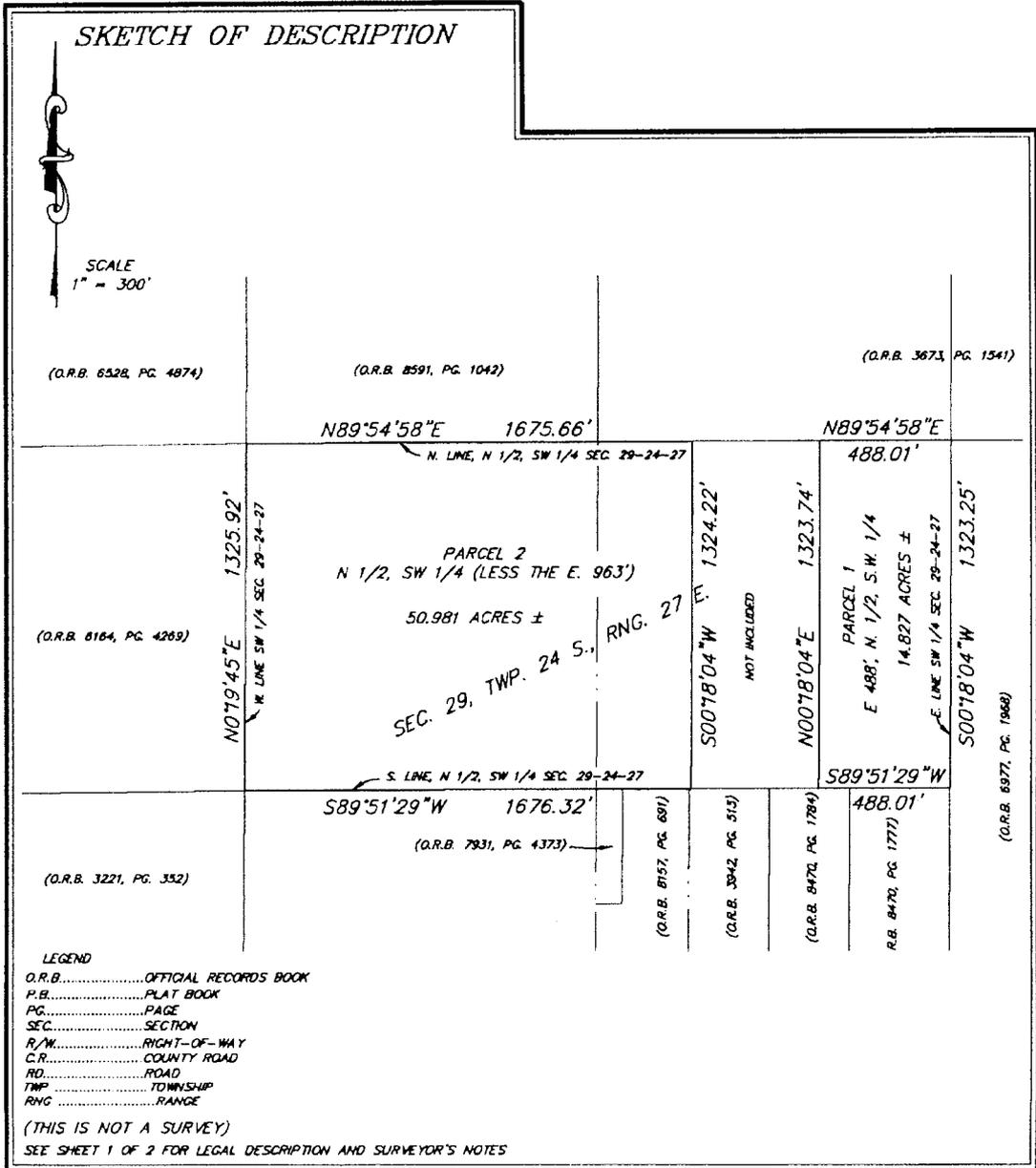
DATE: 11-27-2007

PREP BY: P.S.

DRAWN BY: D.C.G.

JOB #: 707151

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 engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-27-2007	PREP BY: P.S.	DRAWN BY: D.C.G.	JOB #: 707151
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EXHIBIT "C"
(The Dalton 2 Property Legal Description)

LEGAL DESCRIPTION

LEGAL DESCRIPTION (As Furnished--Per O.R.B. 3673, PG. 1541)

NORTHWEST 1/4 OF THE NORTHEAST 1/4, SOUTHWEST 1/4 OF THE NORTHEAST 1/4,
SOUTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27
EAST.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING N⁸⁹28⁵⁷E.
- (3) THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE LEGAL DESCRIPTION FURNISHED BY THE CLIENT.
- (4) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (5) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.



DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-3556
DATE OF SIGNATURE: MARCH 6, 2008

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

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engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robison Street Orlando, Florida 32801 407/422-8062

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 3-6-2008	PREP BY: P.S.	DRAWN BY: D.C.G.	JOB #: 707151
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EXHIBIT "D"
(The Estill Property Legal Description)

LEGAL DESCRIPTION

The Estill Property Legal Description (AS FURNISHED)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, RUN WEST 488 FEET AS A STARTING POINT THENCE RUN SOUTH TO THE SOUTH BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER THENCE WEST 475 FEET THENCE NORTH TO THE NORTH BOUNDARY OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE EAST 475 FEET TO A POINT OF BEGINNING, ALL LYING AND BEING IN ORANGE COUNTY, FLORIDA

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING N.89°22'51"E.
- (3) THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE LEGAL DESCRIPTION FURNISHED BY THE CLIENT.
- (4) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (5) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

REVISED SKETCH OF DESCRIPTION -- P.S. --01/17/08
(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-3556
DATE OF SIGNATURE: JANUARY 17, 2008

PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors

Suite 1580 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-27-2007	PREP BY: P.S.	DRAWN BY: D.C.G.	JOB #: 707151
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EXHIBIT "E"
(The Dewitt Property Legal Description)

LEGAL DESCRIPTION

The Dewitt Property Legal Description (As Furnished)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LYING TO THE EAST OF THE CENTERLINE OF AVALON ROAD (STATE ROAD 545), LESS AND EXCEPT THE WEST 33 FEET THEREOF.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING N.89°22'51"E.
- (3) THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE LEGAL DESCRIPTION FURNISHED BY THE CLIENT.
- (4) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (5) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-3556
DATE OF SIGNATURE: NOVEMBER 27, 2007

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

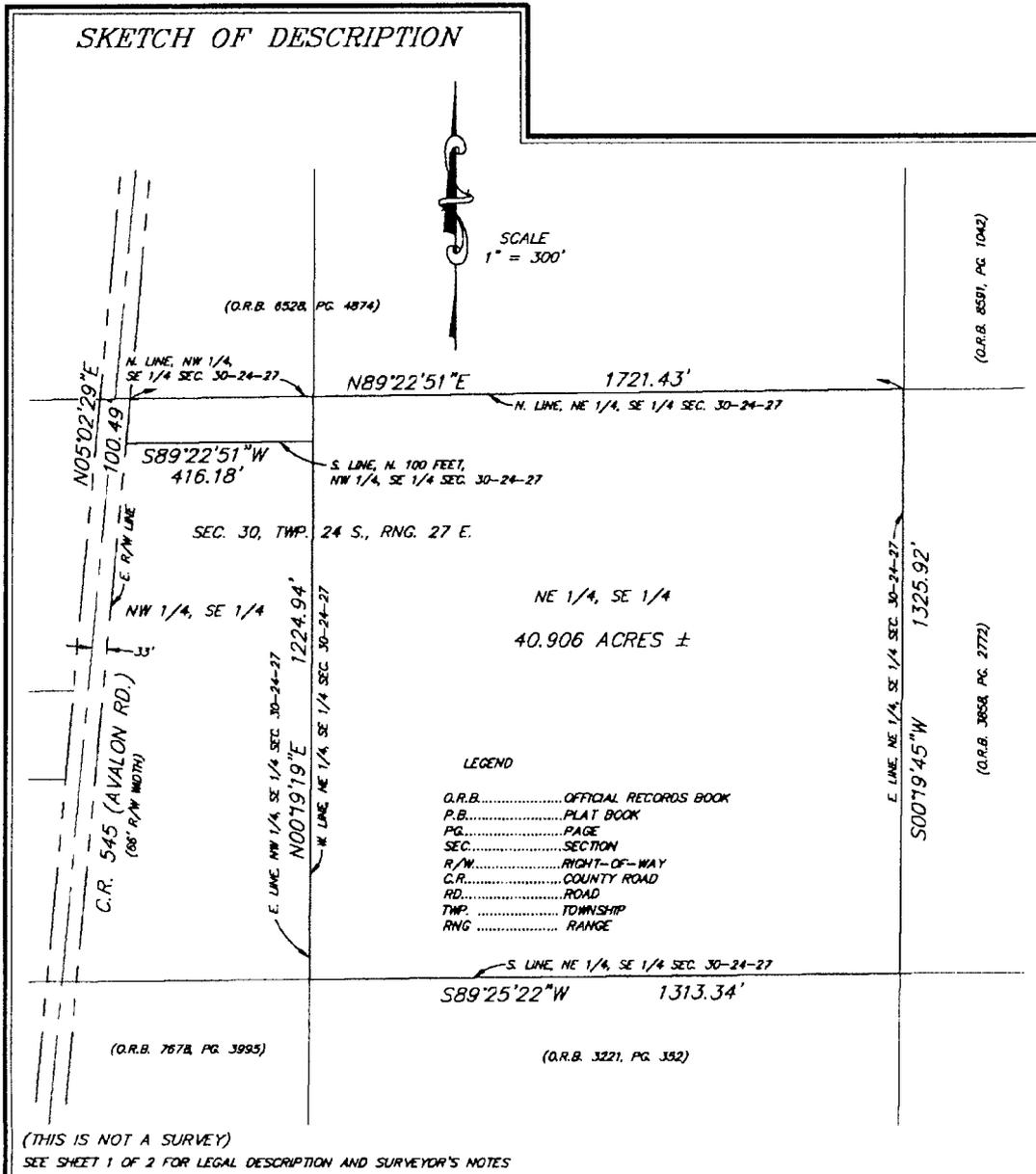
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engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-27-2007	PREP BY: P.S.	DRAWN BY: J.C.	JOB #: 707151
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LEGEND

O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
SEC. SECTION
R/W RIGHT-OF-WAY
C.R. COUNTY ROAD
RD. ROAD
TWP. TOWNSHIP
RNG. RANGE

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SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-27-2007	PREP BY: P.S.	DRAWN BY: J.C.	JOB #: 707151
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EXHIBIT "F"
(The BLR Property Legal Description)

LEGAL DESCRIPTION

The BLR Property Legal Description (As Furnished)

LEGAL DESCRIPTION:

NW 1/4 OF NE 1/4, E OF RD & NE1/4 OF NE1/4 & BEG SE COR OF SE1/4 OF NE1/4 OF SEC RUN W 1754 FT CENTER OF CO RD N 4 DEG E 654.99 FT ALONG CENTER OF RD E 1700.29 FT TO E LINE OF SEC S 653.5 FT TO POB (LESS WLY 33 FT FOR CO RD) & BEG 653.5 FT N OF SE COR OF SE1/4 OF NE1/4 OF SEC RUN W 1700.29 FT TO C/L OF CO RD N 4 DEG E 674.81 FT ALONG C/L OF RD E 1645.15 FT TO NE COR OF SE1/4 OF NE1/4 S 673.5 FT TO POB (LESS WLY 33 FT FOR CO RD) IN SEC 30-24-27

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING N.89°22'51"E.
- (3) THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE LEGAL DESCRIPTION FURNISHED BY THE CLIENT.
- (4) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (5) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

REVISED LEGAL DESCRIPTION - P.S. -01/17/08
(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-3556
DATE OF SIGNATURE: JANUARY 17, 2008

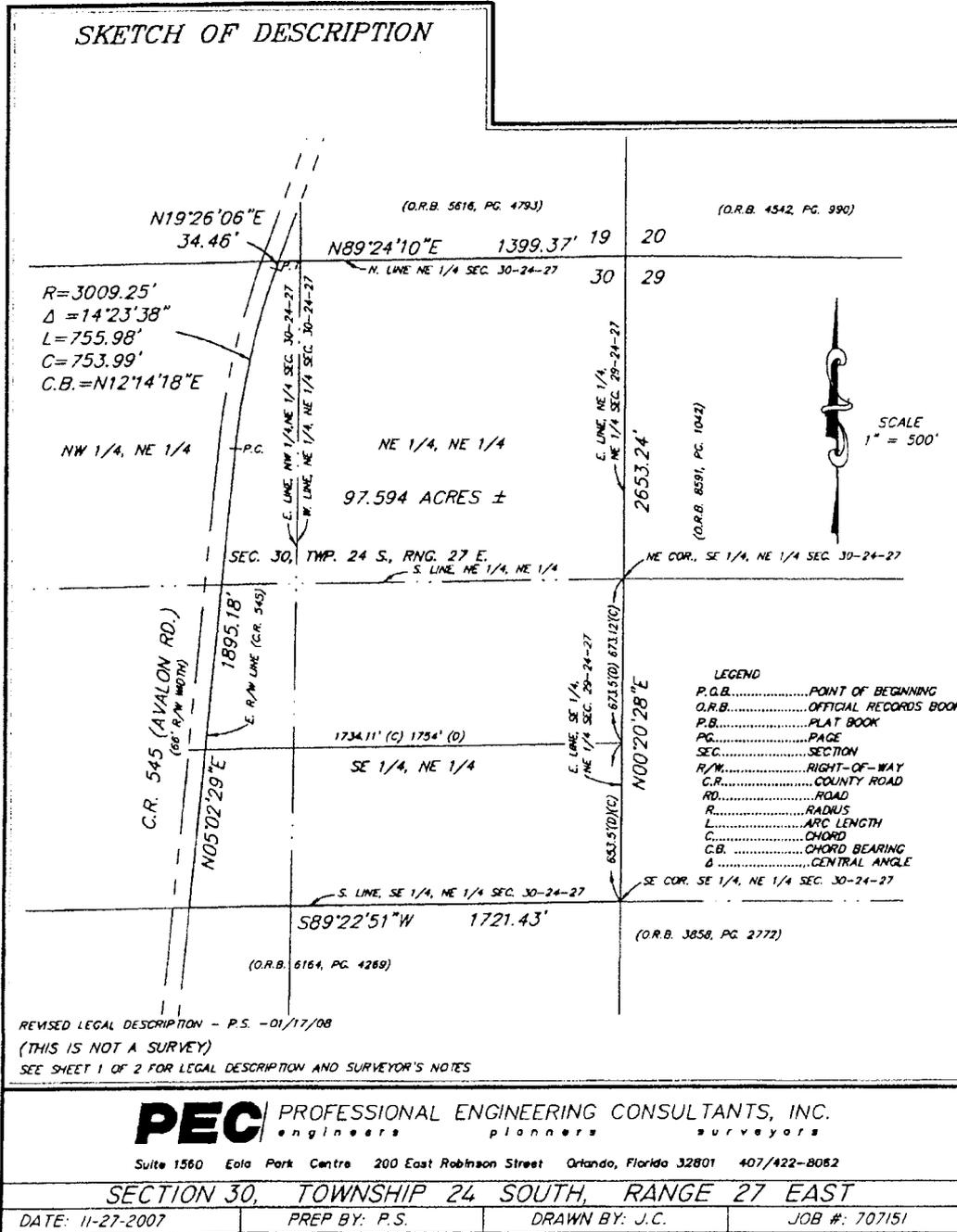
PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors

Suite 1550 Eola Park Centre 200 East Robison Street Orlando, Florida 32801 407/422-8082

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-27-2007	PREP BY: P.S.	DRAWN BY: J.C.	JOB #: 707151
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EXHIBIT "G"
(The Karr Property Legal Description)

LEGAL DESCRIPTION

The Karr Property Legal Description (As Furnished)

Parcel 1:

The Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) of Section 29, Township 24 South, Range 27 East, Orange County, Florida.

Parcel 2:

The Northwest quarter of the Northwest quarter (NW ¼) of Section 29, Township 24 South, Range 27 East, Orange County, Florida

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING N.89°22'51"E.
- (3) THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE LEGAL DESCRIPTION FURNISHED BY THE CLIENT.
- (4) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (5) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-3556
DATE OF SIGNATURE: NOVEMBER 27, 2007

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

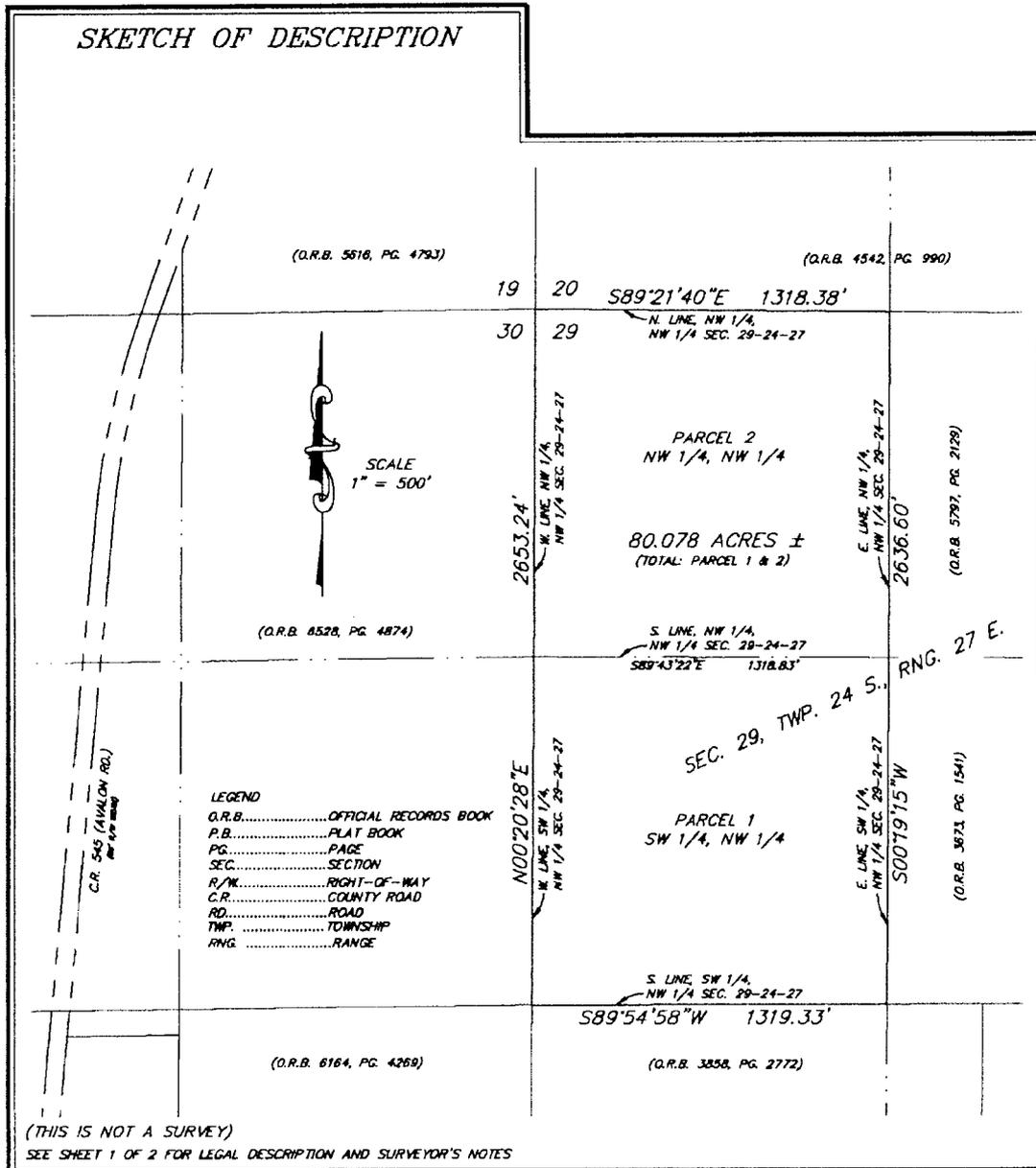
PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8662

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-27-2007	PREP BY: P.S.	DRAWN BY: J.C.	JOB #: 707151
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 engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST

DATE: 11-27-2007	PREP BY: P.S.	DRAWN BY: J.C.	JOB #: 707151
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EXHIBIT "H"
(The Hartzog Road Realignment)

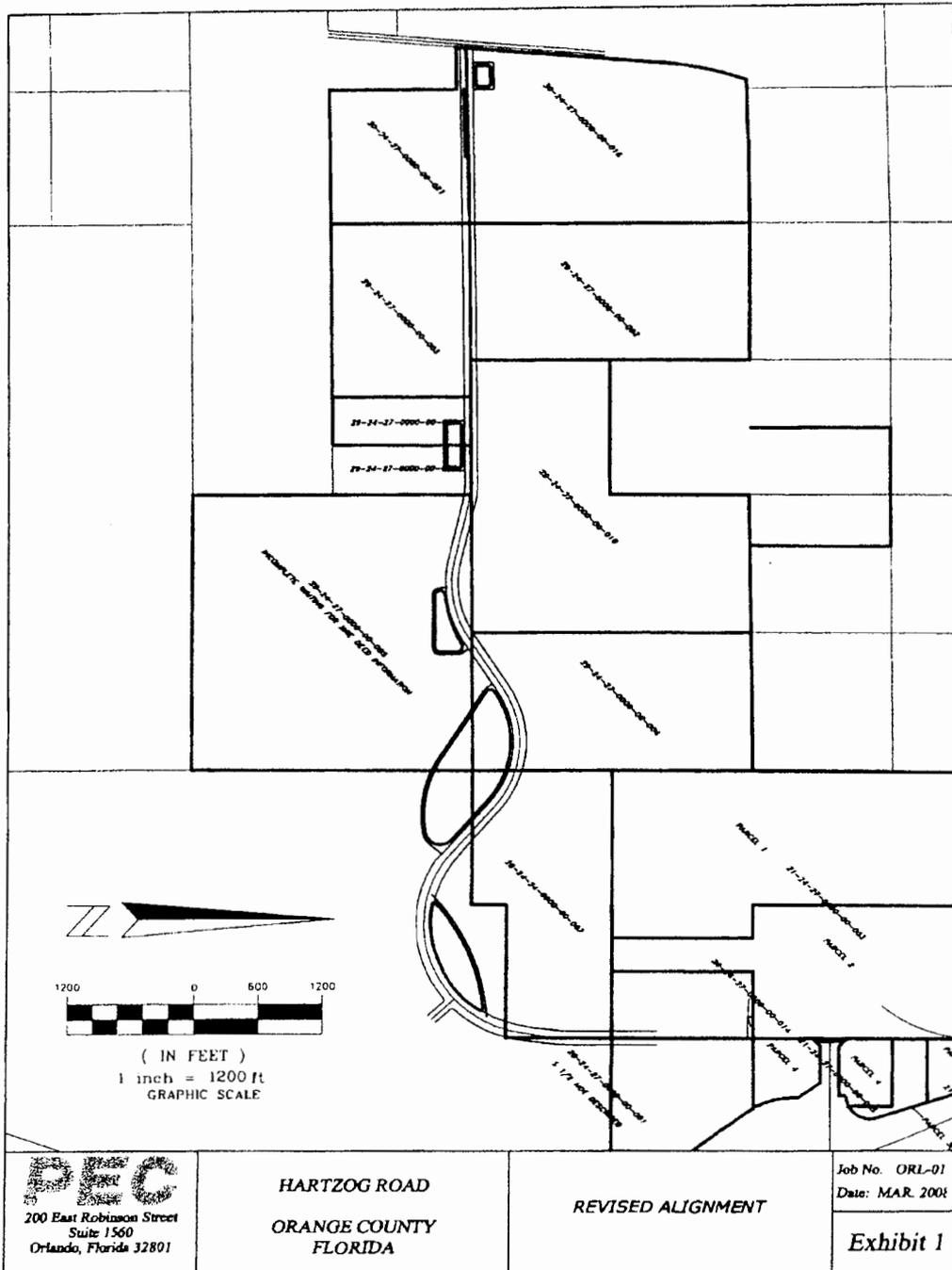


EXHIBIT "I"
(Vested Trips for Roadway Concurrency)

<u>Owner</u>	<u>Average Daily Trips</u>	<u>Peak Hour Trips</u>
Dalton 1 and Estill	3113	163
Dewitt	1898	100
BLR	1392	73
Karr	<u>1797</u>	<u>94</u>
Total:	8200	430

