

**Interoffice Memorandum**

April 30, 2021

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

**FROM:** Jon V. Weiss, P.E., Director  
Planning, Environmental and Development  
Services Department

**CONTACT PERSON:** Jason Reynolds, Manager  
Neighborhood Services Division  
(407) 836 – 5547

**SUBJECT:** May 11, 2021 – Consent Item  
Settlement Agreement for Blossom Park Condominiums

Blossom Park Condominiums is a 345-unit, seven-building property located at 1851 W. Landstreet Road. It was originally built in 1973 as a Days Inn Motel and is situated on approximately seven acres. It was converted by the State of Florida to a condominium/hotel in 2003. The property had fallen into disrepair and entered into receivership in 2015. Due to rapidly deteriorating conditions and the inability of the receiver to fund or make repairs the property was closed and has been vacant since early 2016.

There are 19 Code Enforcement and Fire Rescue cases currently accruing fines against the property that are secured via County liens. These cases involve multiple violations on all seven buildings in the complex including violations from Chapter 9, Section 6 of Orange County Code (regarding building structure and overall safety of the complex) and Chapter 1, Section 862 of the National Fire Protection Association's Life Safety Code (regarding egress and fire alarm systems).

As of April 30, 2021, the 12 Code Enforcement cases have accrued fines in the amount of \$11,405,600 and the seven Fire Rescue cases have accrued fines in the amount of \$7,700,000, totaling \$19.1 million. The property will continue to accrue fines on a daily basis until such time as the property comes into compliance.

While the property is presently unoccupied, it has become an attractive nuisance, falling into extreme disrepair and consistently causing calls for service from the Orange County Sheriff's Office, with more than 200 calls over the past five years. In February 2020, a full-scale sweep was performed to remove transients and secure the property.

On Tuesday, March 2, 2021, there was a fire at Blossom Park. Building “G” of the complex sustained significant damage to the structure on all three floors with a large portion of the roof and interior walls collapsing, leaving only some of the outer walls standing. At this time, the State Fire Marshal has determined that the fire was of “Undetermined” origin and will not pursue any other investigation unless further information is received.

Since 2015, the property has been under the control of three court-appointed receivers. The last receiver, Harry Collison, was appointed by the court in late 2018 as a Termination Trustee to facilitate the sale of Blossom Park. Under a court order, the ownership of Blossom Park and the 345 individual ownership units within the complex have been consolidated into one owner. Mr. Collison had been working since that time to find a buyer willing to accept responsibility for the property and bring it into compliance.

In November 2020, Sands Capital, LLC began discussions with the County about their interest in the property, expectations for compliance actions and timeline, and the County’s willingness to negotiate and reduce the accrued fines. Pursuant to Orange County Code, Chapter 11, Article II, Section 11-37, (c) (2), the County may enter into a settlement agreement with a proposed buyer or new owner to develop an action plan to bring the property into compliance and negotiate outstanding fines and release of liens. On March 12, 2021, sale of the property was completed to Sands Capital, LLC (“Owner”).

The proposed terms of the Settlement Agreement from the Owner are generally as follows:

1. Owner shall secure the property within 14 days and will maintain effective control over the property.
2. Owner agrees to secure the appropriate permits to demolish all seven buildings and associated structures within 45 days of approval and to complete the demolition within 270 days of the approval.
3. Payment of \$500,000 to reduce the fines for all 19 open Code Enforcement and Fire Rescue cases. \$250,000 shall be paid within 30 days of approval, and \$250,000 shall be paid within 90 days of approval.
4. Provided Owner has completed the actions above, the County agrees to close the Code Enforcement and Fire Rescue cases and release its liens on the property.

Payment shall be divided with the Orange County Fire Rescue MSTU receiving \$200,000 (40% of the total) and the General Fund receiving \$300,000 (60% of the total). This payment will be in full settlement of all outstanding fines, Fire Rescue False Alarm fees, and any other County costs incurred with regard to Blossom Park.

Approval of the Settlement Agreement will facilitate demolition of the existing structures and provide for redevelopment of the property. Negotiated fine reductions are common after compliance is achieved. The proposed Settlement Agreement was presented to the Special Magistrate at the April 5, 2021 hearing and was found to be consistent with County Code and general practices.

**ACTION REQUESTED:** Approval and execution of Settlement Agreement by and between Orange County, Florida and Landstreet Project, LLC related to code violations at 1851 W. Landstreet Road, Orlando, Florida for the Blossom Park Condominiums and allocation of the fine payment to the General Fund in the amount of \$300,000 and to the Fire Rescue MSTU in the amount of \$200,000. District 4.

JVW/BC/fb  
Attachments

Subject Code Enforcement and Fire Rescue cases:

- |     |               |                  |                   |
|-----|---------------|------------------|-------------------|
| 1.  | 2015-248983H  | Code Enforcement | Building G        |
| 2.  | 2015-249003H  | Code Enforcement | Building F        |
| 3.  | 2015-249004H  | Code Enforcement | Building E        |
| 4.  | 2015-249646H  | Code Enforcement | Building A        |
| 5.  | 2015-249644H  | Code Enforcement | Building B        |
| 6.  | 2015-250083H  | Code Enforcement | Building C        |
| 7.  | 2015-250084H  | Code Enforcement | Building D        |
| 8.  | 2015-260815H  | Code Enforcement | Building G, #2174 |
| 9.  | 2015-260815H  | Code Enforcement | Building E, #3217 |
| 10. | 2015-256563H  | Code Enforcement | Building E        |
| 11. | 2015-260824H  | Code Enforcement | Building G        |
| 12. | 2016-278605Z  | Code Enforcement | Common Area       |
| 13. | 2015-263163FR | Fire Rescue      | Building A        |
| 14. | 2015-263164FR | Fire Rescue      | Building B        |
| 15. | 2015-263269FR | Fire Rescue      | Building C        |
| 16. | 2015-263283FR | Fire Rescue      | Building D        |
| 17. | 2015-263284FR | Fire Rescue      | Building E        |
| 18. | 2015-263303FR | Fire Rescue      | Building F        |
| 19. | 2015-263304FR | Fire Rescue      | Building G        |
| 20. | 2011-160943FR | Fire Rescue      |                   |
| 21. | LC 20-0340    | Code Enforcement | Lot Cleaning      |

BCC Mtg. Date: May 11, 2021

This instrument prepared by  
and after recording return to:

Juli Simas James, Esquire  
**SHUTTS & BOWEN LLP**  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801

### **SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (“Agreement”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the “County”), with a street address of 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Neighborhood Services Division and Fire Rescue Department, and **LANDSTREET PROJECT, LLC**, a Florida limited liability company (“Landstreet Project”), with a street address of 2433 Knapp Street, Suite 301, Brooklyn, New York 11235. The County and Landstreet Project may be referred to herein individually as “party” or collectively as “parties.”

### **RECITALS**

**WHEREAS**, as of March 12, 2021, Landstreet Project became the owner of that certain real property more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference and commonly known as the Blossom Park Condominium project (the “Property”); and

**WHEREAS**, the Property is subject to those certain open Orange County Neighborhood Services Division (formerly referenced as the Code Enforcement Division) and Fire Rescue Department cases with accruing fines and liens itemized on **Exhibit “B”** attached hereto and incorporated herein by this reference (collectively the “Special Magistrate Cases and Liens”); and

**WHEREAS**, on March 2, 2021, the Property suffered a casualty event where a fire damaged Building “G” on the Property (the “Fire Casualty”); and

**WHEREAS**, Landstreet Project did not cause or create the longstanding violations of the Orange County Code (“Code”) on the Property, and Landstreet Project did not own or control the Property at the time of the Fire Casualty; and

**WHEREAS**, as of the Effective Date of this Agreement, the Property remains out of compliance with the Code and the damage caused by the Fire Casualty has not been repaired, each circumstance of which may constitute a serious threat to the public health, safety, and welfare; and

**WHEREAS**, Landstreet Project has proposed, and the County has accepted, a settlement of the Special Magistrate Cases and Liens that require Landstreet Project (i) to bring the Property into compliance with the Code by razing the existing buildings and vertical structures (collectively the “Structures”) located on the Property, and (ii) to pay Five Hundred Thousand and No/100 Dollars (\$500,000.00) to the County as full and final settlement of the Special Magistrate Cases

and Liens and any and all County costs incurred in connection with the Property (the "Lien Settlement Amount"); and

**WHEREAS**, the razing of the Structures located on the Property, the fencing of the swimming pool, and the removal of the demolition debris will cure all Code violations noticed in the Special Magistrate Cases and Liens.

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants, and conditions set forth hereon, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Special Magistrate Cases and Liens**. The County acknowledges and agrees that, as of the Effective Date of this Agreement, the Special Magistrate Cases and Liens listed on **Exhibit "B"** are the only County Neighborhood Services Division and Fire Rescue Department cases against the Property. The County further acknowledges and agrees that as of the Effective Date (i) there are no other code enforcement claims or liens against the Property, (ii) related to the Fire Casualty, there are no open Neighborhood Services Division or Fire Rescue Department cases, and (iii) provided Landstreet Project satisfies the Landstreet Project Obligations (as defined in Section 3.E below), no costs, liens, or claims have been or will be brought by County against Landstreet Project stemming from or related to the Fire Casualty.
3. **Terms of Settlement**. The County and Landstreet Project agree to the following settlement terms:
  - A. Within fourteen (14) days after the Effective Date of this Agreement, Landstreet Project shall secure the Property by (i) installing, repairing, and/or replacing a six foot (6') tall chain link fence with locked gates along the perimeter of the Property; (ii) installing a four foot (4') tall chain link fence around the swimming pool; and (iii) removing existing landscaping and vegetation, except palm trees, along the Property's perimeter fronting on Landstreet Road to create open sight lines on the Property from Landstreet Road.
  - B. Within thirty (30) days after the Effective Date, Landstreet Project shall tender payment of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to the County, which represents an initial fifty percent (50%) payment of the Lien Settlement Amount.
  - C. Within forty-five (45) days after the Effective Date, Landstreet Project shall submit or cause to be submitted an application to the Orange County Building Safety Division for a demolition permit to raze the Structures on the Property (the "Demolition Permit").

- D. Within ninety (90) days after the Effective Date, Landstreet Project shall tender payment of another Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to the County, which represents the second and final fifty percent (50%) payment of the Lien Settlement Amount.
  - E. Within two hundred and seventy (270) days after the Effective Date, Landstreet Project shall (i) have completed or caused to be completed all demolition work substantially in accordance with the Demolition Permit; and then (ii) have requested or caused to be requested a certificate of completion from the Building Safety Division for completion of the demolition work substantially in accordance with the Demolition Permit. The phrase “completed . . . *substantially* in accordance with the Demolition Permit” means all the Structures on the Property have been razed and all the demolition debris has been removed from the Property. (Collectively, items 3.A. – E. in this Section 3 are referred to as the “Landstreet Project Obligations.”)
  - F. Within thirty (30) days of request by Landstreet Project, and provided that Landstreet Project has completed or caused to be completed all demolition work substantially in accordance with the Demolition Permit, County shall issue the certificate of completion for the demolition work completed substantially in accordance with the Demolition Permit.
  - G. Within twenty-one (21) days after issuance of the certificate of completion for the demolition work completed substantially in accordance with the Demolition Permit, County shall (i) issue Affidavits of Compliance for the Special Magistrate Cases and Liens; (ii) issue and record in the Public Records of Orange County, Florida (the “Public Records”) a Satisfaction and Release of Lien for each of the Special Magistrate Cases and Liens; and (iii) close any and all open permits and stop work orders on the Property. (Collectively, items 3.F. – G. in this Section 3 are referred to as the “County Obligations”).
4. **Settlement and Mutual Release.** Landstreet Project’s performance of the Landstreet Project Obligations will fully and finally settle, release, and waive: (i) any and all claims the County may have arising from or in any way related to the Special Magistrate Cases and Liens; (ii) any and all claims the County may have arising from any non-compliance of the Property with the Code which existed prior to the completion of the Landstreet Project Obligations but which are not addressed in the Special Magistrate Cases and Liens, and which are not new claims or liens created or caused by Landstreet Project after it acquired the Property on March 12, 2021; and (iii) any and all claims the County may have against Landstreet Project arising from or in any way related to the Fire Casualty. Therefore, and subject to the condition that the party claiming release and waiver has fully performed its obligations under this Agreement, each party hereto does hereby, for itself and its agents, attorneys, successors, representatives, assigns, heirs, personal representatives, and any other persons claiming by or through such party does hereby release, acquit, satisfy, and forever discharge the other party and such party’s predecessors, as well as its past, present, and future insurers, agents, attorneys, successors, representatives, assigns, heirs, personal representatives, and any other persons claiming by or through them from any and all actions, causes of action, claims and demands whatsoever, in law or in equity, or in any manner related to the settlement, release and

waiver described above in the first sentence of this Section 4, whether such claims are known, unknown, anticipated, or unanticipated as of the Effective Date.

**5. Termination for Cause.**

- A. If Landstreet Project fails to satisfy any of the Landstreet Project Obligations within any of the time periods respectively set forth herein without a written extension of such time period having first been granted by the County's Building Official (such a failure being hereafter referred to as a "Landstreet Project Breach"), County shall have the right to deliver written notice of such Landstreet Project Breach to Landstreet Project specifying the nature of the breach. If Landstreet Project fails to cure the Landstreet Project Breach within five business (5) days after receipt of such written notice, the County shall have the right to terminate this Agreement with cause, and may pursue only the remedies set forth in Section 5.B. below. For purposes of this Section 5.A., a request to extend a specified time period shall be in writing and must be submitted to the Building Official pursuant to the notice provisions herein no later than seven (7) business days prior to the deadline for which the extension request is being made.
- B. Upon any failure by Landstreet Project to perform any of the Landstreet Project Obligations, and the County having terminated this Agreement with cause pursuant to Section 5.A, the County shall be limited strictly to only the following remedies:
  - i. Reinstate any or all of the Special Magistrate Cases and Liens against the Property that have not been cured or complied with by Landstreet Project as part of the Landstreet Project Obligations prior to the termination for cause, including the accrued fines and continuing the accrual of fines, with a credit for the Lien Settlement Amount payments paid to County and a further credit for the actual costs incurred by Landstreet Project in securing the Property in accord with Section 3.A. and razing the Structures on the Property, if any, prior to the termination for cause, subject to the County's review and approval of actual costs incurred, such review and approval not to be unreasonably conditioned, withheld, or delayed; and
  - ii. Foreclose the liens on the Property as allowed by law.
- C. Upon any failure by County to perform the County Obligations, Landstreet Project shall be limited strictly to exercising any and all rights or remedies available pursuant to applicable law or in equity, or otherwise, including, without limitation, the right to bring suit or other proceeding, either for specific performance of any covenant or condition in this Agreement, or in aid of the exercise of any right or remedy granted to Landstreet Project in this Agreement.



D. County and Landstreet Project expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other party.

6. **Notices.** All notices, requests, demands and other communications hereunder provided for in this Agreement shall be in writing and delivered personally (including delivery by courier) or by registered or certified mail, return receipt requested, postage prepaid, or by email, or by nationally recognized overnight delivery service at the addresses or email addresses, as applicable, set forth below, or at such other addresses as the parties shall designate to each other in writing:

**To the County:**

Neighborhood Services Division  
Attention: Jason Reynolds, Manager  
Internal Operations Centre I  
450 E. South Street, 3<sup>rd</sup> Floor  
Orlando, Florida 32801  
Email: [jason.reynolds@ocfl.net](mailto:jason.reynolds@ocfl.net)  
and

Orange County Planning, Environmental, and Development  
Services Department  
Orange County Administration Center, 2nd Floor  
Attention: Jon V. Weiss, P.E., Director  
201 S. Rosalind Avenue  
Orlando, Florida 32802  
Email: [jon.weiss@ocfl.net](mailto:jon.weiss@ocfl.net)

**To Landstreet Project:**

Michael Simcha  
Landstreet Project, LLC  
2433 Knapp Street, Suite 301  
Brooklyn, New York 11235  
Email: [mike@sandscapllc.com](mailto:mike@sandscapllc.com)

**With a Copy To:**

Juli S. James, Esq.  
Shutts & Bowen LLP  
300 S. Orange Ave., Suite 1600  
Orlando, Florida 32801  
Email: [jjames@shutts.com](mailto:jjames@shutts.com)

7. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state, and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties and obligations of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

8. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

9. **Assignments and Successors.** This Agreement shall be binding upon all parties hereto and shall inure to the benefit of, and be binding upon, their heirs, administrators, representatives, executors, successors, beneficiaries, assigns, agents, insurers, and any other persons acting by, through, under or in concert with any of the parties hereto.

10. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

11. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, will be governed by and construed in accordance with the laws of the State of Florida, without reference to any conflicts of law provisions.

12. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida.

13. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

14. **Attorneys' Fees and Costs.** Each party agrees to bear its own attorneys' fees and costs incurred in connection with this matter. In the event of any litigation, including any appeals, arising from or relating to the enforcement, scope, meaning, interpretation, performance or non-performance of or under this Agreement, the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, paralegal fees and costs incurred in connection therewith including reasonable costs incurred pre-suit and through appeal.

15. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

16. **No Representations.** Each party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement. This Agreement is not to be construed against any party as if it were the drafter of this Agreement.

17. **Headings.** Headings and captions of this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

18. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement.

19. **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

20. **Severability.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from this Agreement and the balance of the Agreement will remain in full force and effect, as long as so doing would not adversely affect the overall purpose or intent of the Agreement.

21. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

22. **Entire Agreement.** This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

23. **Recording.** This Agreement shall be recorded by the County at Landstreet Project's expense in the official public records of Orange County, Florida, within seven (7) calendar days after its Effective Date.

24. **Effective Date.** This Agreement shall become effective when signed by both parties hereto and upon the date of execution by the last of the parties to sign.

*[THE PARTIES' SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE.]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor  
Date: 5-11-21

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

By: *Katie Smith*  
Deputy Clerk

LANDSTREET PROJECT, LLC, a Florida  
limited liability company

By: Landstreet Partners LLC, a New York limited  
liability company, as Manager

By: Bird Orlando LLC, a New York limited  
liability company, its Sole Member

By: *Shaul Greenwald*  
Shaul Greenwald, Sole Member  
Date: 4/30/21

STATE OF NEW YORK )  
COUNTY OF KINGS )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of April, 2021, by Shaul Greenwald, Sole Member of Bird Orlando LLC, a New York limited liability company, the Sole Member of Landstreet Partners LLC, a New York limited liability company, the Manager of Landstreet Project, LLC, a Florida limited liability company, on behalf of the companies.

Personally Known OR  
 Produced Identification  
Type of Identification produced:  
\_\_\_\_\_

*Brian Y. Greenwald*  
NOTARY PUBLIC, State of New York

NOTARIAL SEAL:

BRIAN Y. GREENWALD  
Notary Public, State of New York  
No. 02GR6188977  
Qualified in Kings County  
Commission Expires 06/16/2024

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

DESCRIPTION 1

Being a portion of that parcel described in Official Records Book 5320, Page 481, Public Records of Orange County, Florida, more particularly described as follows:

Commence at the Southeast corner of Lot 124, Block E, Prosper Colony, as recorded in Plat Book D, Page 108, Public Records of Orange County, Florida; run thence N 00°02'00"W along the East line of said Lot 124 a distance of 10.00 feet; thence S 89°44'20"W a distance of 12.9 feet to the Point of Beginning of said parcel described in Official Records Book 5320, Page 481; thence N08°14'20" E along the West line of said parcel described in Official Records Book 5320, Page 481, a distance of 8.09 feet to an intersection with the North line of Landstreet Road right-of-way as described in Special Warranty Deed recorded August 28, 1995 in Official Records Book 4936, Page 2938; run thence along the boundary of said Landstreet Road right-of-way the following courses and distances: N 89°44'20" E 1.50 feet, S 00°15'40" E 1.00 feet, N 89°44'20" E 344.00 feet, S 00°15'40" E 7.00 feet, S 89°44'20" W 3.00 feet, S 00°00'17"E 10.00 feet; N 89°44'20" E 125.58 feet, to the Point of Beginning of this description; thence departing the North Right-of-Way line of said Landstreet Road run N 00°01'30" E 97.12 feet, thence S 89°58'30" E 6.88 feet; thence N 00°01'30" E 21.13 feet; thence N 89°58'30" W 11.93 feet; thence N 00°01'30" E 182.38 feet; thence S 89°19'43" E 11.77 feet; thence N 00°01'30" E 30.20 feet; thence S 89°58'22" W 132.47 feet to an intersection with the East line of Lot 123, Block E, of said Prosper Colony; thence N 00°00'17: W along the East line of said Lot 123 a distance of 222.87 feet to an intersection with the Southerly Right-of-Way line of the Atlantic Coast line Railroad as shown on Right-of-Way Map V02051; thence N 89°39'49"E along the Southerly Right-of-Way line of Said Railroad a distance of 662.16 feet to an intersection with the centerline of that un-named street as shown on the Plat of Prosper Colony; run thence S 00°03'08"W along said centerline a distance of 102.43 feet to an intersection with the Westerly Right-of-Way line of the Turnpike-Beeline Connector; thence S 44°49'22" W along the Westerly Right-of-Way line of said Turnpike-Beeline Connector 680.96 feet to an intersection with the North Right-of-Way line of said Landstreet Road; thence S 89°44'20" W along the North Right-of-Way line of said Landstreet Road a distance of 56.41 feet to the Point of Beginning.

AND

DESCRIPTION 2

Being a portion of that parcel described in Official Records Book 5320, Page 481, Public Records of Orange County, Florida, more particularly described as follows:

Commence at the Southeast corner of Lot 124, Block E, Prosper Colony, as recorded in Plat Book D, Page 108, Public Records of Orange County, Florida; run thence N 00°02'00"W along the East line of said Lot 124 a distance of 10.00 feet; thence S 89°44'20"W a distance of 12.9 feet to the Point of Beginning of said parcel described in Official Records Book 5320, Page 481; thence N08°14'20" E along the West line of said parcel described in Official Records Book 5320, Page 481, a distance of 8.09 feet to an intersection with the North line of Landstreet Road right-of-way as described in Special Warranty Deed recorded August 28, 1995 in Official Records Book 4936, Page 2938; run thence along the boundary of said Landstreet Road right-of-way the following courses and distances: N 89°44'20" E 1.50 feet, S 00°15'40" E 1.00 feet, N 89°44'20" E 156.02 feet to the Point of Beginning; thence continue N 89°44'20" E 187.98 feet; thence S 00°15'40" E 7.00 feet, S 89°44'20" W 3.00 feet, S 00°00'17" E 10.00 feet; N 89°44'20" E 125.58 feet; thence departing the North Right-of-Way line of said Landstreet Road run N 00°01'30" E 97.12 feet; thence S 89°58'30" E 6.88 feet; thence N 00°01'30" E 21.13 feet; thence N 89°58'30" W 11.93 feet; thence N 00°01'30" E 182.38 feet; thence S 89°19'43" E 11.77 feet; thence N 00°01'30" E 30.20 feet; thence S 89°58'22" W 132.47 feet to an intersection with the East line of Lot 123, Block E, of said Prosper Colony; thence S 00°00'17" E along the East line of said Lot 123 a distance of 121.19 feet to an intersection with the North line of the South 210.00 feet of said Lot 123; thence S 89°44'20" W along the North line of the South 210 feet of said Lot 123 a distance of 185.88 feet; thence departing said North line of the South 210 feet of said Lot 123 run S 00°15'04" E 193.02 feet to the Point of Beginning.

THE FOREGOING ALSO DESCRIBED AND NOW KNOWN AS:

That part of Lots 121, 122 and 123, Block E, Prosper Colony, as recorded in Plat Book D, Page 108, Public Records of Orange County, Florida, more particularly described as follows:

Commence at the intersection of the East line of Lot 124, Block E, of said plat of Prosper Colony and the North right of way line of Landstreet Road; thence run N89°44'20"E along said North right of way Landstreet Road, a distance of 145.79 feet for the Point of Beginning; thence run N00°15'04"W, a distance of 193.02 feet; thence run N89°44'20"E along the North line of the South 210 feet of said Lot 123, a distance of 185.88 feet; thence run N00°00'17"W along the East line of said Lot 123, a distance of 372.35 feet; thence run N89°39'49"E along the Southerly Right of Way line of the Atlantic Coast line Railroad, a distance of 661.83 feet; thence run S00°03'08"W along the centerline of that unnamed street as shown on the Plat of Prosper Colony, a distance of 102.43 feet; thence run S44°49'22"W along the Westerly Right of Way line of the Turnpike-Beeline Connector, a distance of 680.96 feet; thence the next 5 courses and distances run along the aforesaid North right of way line of Landstreet Road: thence run S89°44'20"W, a distance of 181.67 feet; thence run N00°00'17"W, a distance of 10.00 feet; thence run S89°44'20"W, a distance of 3.00 feet; thence run N00°15'40"W, a distance of 7.00 feet; thence run S89°44'20"W, a distance of 187.98 feet to the Point of Beginning.

**EXHIBIT "B"**

**SPECIAL MAGISTRATE CASES AND LIENS**

<u>SM CASE NO.</u>	<u>RECORDED DOCUMENT NUMBER</u>
2016-278605Z	20160035967
2015-263304FR	20150306097
2015-263303FR	20150306096
2015-263284FR	20150306095
2015-263283FR	20150306094
2015-263269FR	20150306093
2015-263164FR	20150306092
2015-263163FR	20150306091
2015-260824H	20150251136
2015-256563H	20150086954
	20140623259
2015-248983H	20150054130
	20140626005
2015-249003H	20150054129
	20140585790
2015-249004H	20150054128
	20140585794
2015-250084H	20150054127
	20140585791
2015-250083H	20150054126
	20140585793
2015-249644H	20150054125
	20140585789
2015-249646H	20150054124
	20140585792
2015-260815H	20150251135
2015-256547H	20150086953
2011-160943FR	20110258466
LC 20-0340	20200185255