



Interoffice Memorandum

March 5, 2018

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
407 836-5616

SUBJECT: March 20, 2018 — Consent Item
Camino Reale Planned Development / Regulating Plan
Adequate Public Facilities Agreement
(Related to Case # LUP-16-08-260)

The proposed Camino Reale Planned Development / Regulating Plan (PD/RP) contains 1,032.9 gross acres (688 net developable acres) and is generally located two miles south of SR 528 and three-and-a-half miles east of the Central Florida Greenway (SR 417).

Pursuant to Orange County Comprehensive Plan Policy FLU5.2.2(F), an Adequate Public Facilities (APF) Agreement is required concurrent with the rezoning to address sheriff, fire, utilities, parks and recreation needs. The proposed Camino Reale APF agreement outlines the APF lands that will be conveyed to the County: a 20 acre park site and a 15 acre school site (35 acres total). The value of the park site (as determined in accordance with Chapter 23 of the Orange County Code) is \$1,150,000 (or \$57,500 per acre). The value of the school site is determined by the associated Capacity Enhancement Agreement.

The Camino Reale APF Agreement received a recommendation of approval from the Development Review Committee on December 6, 2017, and has been placed on the March 20, 2018 BCC consent agenda to be pulled for consideration with the associated PD rezoning request. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Camino Reale PD by and between Camino Reale Properties, LLC and Orange County as joined by the School Board of Orange County. District 4

JVW/JS:am
Attachments

BCC Mtg. Date: March 20, 2018
This instrument prepared by and after
recording return to:

A.KURT ARDAMAN, ESQUIRE
1947 LEE ROAD
WINTER PARK, FLORIDA 32789

2 Tax Parcel I.D. No(s): 01-24-31-0000-00-011

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8 **ADEQUATE PUBLIC FACILITIES AGREEMENT**
FOR CAMINO REALE PD

10 **THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR CAMINO REALE**
12 **PD** (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made
14 and entered into by and between CAMINO REALE PROPERTIES, LLC, a Florida limited
16 liability company f/k/a Rio Real Properties Orlando, LLC whose mailing address is 30 Floral
18 Way, Concord, Ontario, L4K-4R1, Canada ("Owner"), and ORANGE COUNTY, a charter county
and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando,
Florida 32802-1393 ("County"). The Owner and County are sometimes referred to as the
"Parties."

18

20 **RECITALS:**

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22 A. Owner is the fee simple owner of certain real property located in Orange
24 County, Florida, as more particularly described in Exhibit "A" ("Property") and the location of
26 which is as shown on Exhibit "B" each of which Exhibits is attached hereto and made a part
hereof by this reference, which Property as shown is also a project referred to as the "Camino
Reale PD."

26

28 B. The Camino Reale PD is identified on the Orange County Comprehensive
30 Plan 2010-2030 (the "Comprehensive Plan") Future Land Use map with the Innovation Way land
use designation.

30

32 C. Owner desires to develop the Camino Reale PD in accordance with the
34 Planned Development Regulating Plan ("PD-RP"), submitted by Owner to County, and with the
PD zoning application on file with County.

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36 D. It is the intent of the parties that County will consider approval of the Camino
Reale PD-RP with its consideration of this Agreement.

38 E. The execution of this Agreement and recording of same in the Public Records of
Orange County, Florida are required by Policy FLU 5.2.2 of the County Comprehensive Plan.

2 F. As shown on the PD-RP, and as described in this Agreement, Owner is providing
approximately thirty-five (35) acres of adequate public facilities land for a public park and school
4 site (the "APF Lands") to County.

6 G. As more particularly described herein, the APF Lands will include land for an
elementary school thereby creating the need for the rights and related obligations accruing to the
8 benefit of the School Board of Orange County ("School Board") as more specifically set forth in
Section 5 of this Agreement and for the joinder and consent of the School Board attached hereto.

10
12 **NOW THEREFORE**, for and in consideration of the above premises, the
mutual covenants and agreements set forth herein, and for other good and valuable consideration,
14 the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

16 **AGREEMENT**

18 1. Recitals. The above recitals are true and correct and are hereby incorporated as
material provisions of this Agreement by this reference.

20 2. Dedication of APF Lands by Owner. Owner shall convey the APF Lands to meet
APF requirements as follows:

22 a) Park:

24 Owner shall convey approximately, but no less than, twenty (20) acres of
land to County for use as a public park. The location of the public park is
26 generally depicted on Exhibit "B" hereto ("Public Park"). The size and
location of the land to be conveyed for a public park are approximate and it
28 shall be conveyed to the County prior to or concurrent with County
approval of the initial plat within the Camino Reale PD-RP, with the
30 dimensions and location of the lands finalized prior to approval of the first
preliminary Subdivision Plan or Development Plan within the Camino
32 Reale PD-RP. Credit against parks and recreation impact fees shall be
pursuant to section 23-182, Orange County Code, as may be amended.

34 b) School:

36 Unless otherwise waived by the School Board in writing in accordance with
38 the terms of the CEA (hereinafter defined), Owner shall convey, sell, or
transfer to the County, on behalf of School Board, subject to the terms and
40 conditions herein, fifteen (15) net usable acres of real property located in

2 Orange County, Florida, for an elementary school depicted on the Camino
3 Reale PD Regulating Map attached as Exhibit "B" and incorporated herein
4 by reference (the location of the elementary school shown on Exhibit "B" is
referred to as the "School Site").

6 3. Conveyance Procedure. The conveyance of the APF Lands shall be by general
7 warranty deed, free and clear of all liens and encumbrances, except for easements of record
8 acceptable to County, if any. Owner shall pay all costs associated with the conveyance of the APF
9 Lands, including all recording fees and documentary stamps related to such conveyance. Ad
10 valorem taxes in connection with the conveyance of the APF Lands shall be prorated as of the date
11 of transfer of title and said prorated amount shall be paid by Owner to Orange County, in escrow,
12 pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1
13 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full
14 by Owner for the year of conveyance.

15 The Owner shall provide, at no cost to County, any and all easements required for approval
16 of a project or necessary for relocation of existing easements, including any existing facilities, and
17 shall be responsible for the full costs of any such relocation prior to the County's acceptance of the
18 conveyance. Any encumbrances that are discovered after approval of the Camino Reale PD-RP
19 shall be the responsibility of the Owner to release and relocate, at no cost to the County and prior
20 to the County's acceptance of the conveyance.

22 a) *Title Policy.* No less than thirty (30) days prior to conveyance, Owner shall
23 deliver to County, at Owner's sole cost and expense, an updated commitment to issue an Owner's
24 Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original
25 Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty
26 (30) days after the conveyance of the APF Lands.

28 b) *Environmental Audit; due diligence.* No less than thirty (30) days prior to
29 conveyance, Owner shall submit to County a current (within 6 months of conveyance to County)
30 Phase I environmental audit of the areas encompassed by the APF Lands. The Phase I
31 environmental audit shall be conducted in accordance with the requirements of the All
32 Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for
33 Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents
34 a matter of concern, as determined by County, then prior to the conveyance, Owner shall submit to
35 County a Phase II environmental audit. If the Phase II environmental audit is performed and
36 reveals the need for remediation to the APF Lands, one of the following events shall occur: (i)
37 Owner shall remediate the APF Lands to County's satisfaction prior to the conveyance; or (ii)
38 Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay
39 the full cost of remediation or other alternative acceptable to the Owner and County; or (iii)
40 County may terminate this Agreement at its option or (iv) the Owner and the County may find an

2 alternative site within the Camino Reale PD-RP that is suitable for the expected use and is mutually acceptable to both parties.

4 The Owner shall perform, or cause to be performed, such other due diligence actions of the type that are usually and customarily performed in connection with real estate conveyances of this type, including but not limited to geotechnical studies, wetland delineations, surveys, and wildlife studies, at no cost to County, as may reasonably be requested by the County. The Parties acknowledge and agree that if the property contains wetland(s), mitigation for wetland impacts shall be mitigated by the Owner prior to conveyance to County, in compliance with all applicable laws, rules, and ordinances of any applicable governmental authority with jurisdiction thereover, so that the properties may each be used for their intended purpose.

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

16 d) *Easements.* Easements provided by the Owner to the County for public facilities located within Camino Reale PD-RP shall provide that the Owner, or such homeowners or property owners association as may be formed by the Owner or the Owner's successors or assigns and are reasonably acceptable to County, shall be perpetually responsible for the maintenance and proper function of the easement areas, all at no cost or expense to County, now or in the future; provided, however, that the County agrees to exercise any stormwater easement rights in compliance with all applicable laws, rules, regulations and ordinances and shall be responsible for any maintenance or repairs necessitated by any failure by County to comply with said laws, rules, regulations, and ordinances or by the acts of negligence of County or its agents or employees.

28 If at the time of conveyance of property to the County there does not exist a public road providing access to public facilities located within Camino Reale PD-RP, the Owner shall grant, or cause to be granted, to County a temporary access easement, in form acceptable to County and Owner, over such portion of the Property as is reasonably acceptable to both the County and the Owner, providing to County the right to construct a temporary access road to the public facility and to use such temporary road for construction access and public access to the public facility, which easement shall terminate upon conveyance or dedication of public access to the public facility.

36 4. Value of conveyed lands. The parties agree that the value of the Public Park portion of the APF Lands, as determined in accordance with Chapter 23 of the Orange County Code, as amended, is \$1,150,000.00; provided; however, the value of the School Site shall be set forth in the CEA. This total results from an agreed-upon fair market value of \$57,500.00 per acre and a total acreage of approximately twenty (20) acres. Promptly upon County's final acceptance of conveyance of the Public Park, County shall credit on its books to the account of Owner, for

2 purposes of Chapter 23 of the Orange County Code, as amended, park impact fee credits in the amount of such aforementioned value of the Public Park.

4 Notwithstanding anything in the foregoing seemingly to the contrary, to the extent that the Owner that is the beneficiary of impact fee credit accounts pursuant to Orange County's Impact Fee
6 Ordinances, and pays impact fees to the County in connection with the development of Camino Reale PD and there is thereafter a credit balance in any impact fee credit accounts described
8 above, then upon reasonable request and in compliance with the Orange County Code and its usual procedures, the County shall refund such impact fees, respectively, to the Owner (or to such
10 person or entity to whom the Owner expressly may assign the right to receive such refund) and shall make deduction from the appropriate impact fee credit account in the amount of any such
12 refund. The foregoing is intended to satisfy the requirements of Chapter 23 of the County Code that there be an agreement with the County that provides for a refund of previously paid impact
14 fees.

16 5. OCPS Interest in School Parcel. The Parties acknowledge that Owner and School Board are parties to that certain Capacity Enhancement Agreement #06-023-10, recorded in
18 Official Records Book 9058, Page 492, as amended by that certain Capacity Enhancement Postponement Agreement, recorded in Official Records Book 10959, Page 1556 of the Public
20 Records of Orange County, Florida and as may be further amended (collectively the "CEA"), which imposes additional obligations upon the Owner in connection with the potential conveyance
22 of the School Site, addressing, among other things, School Board's right to conduct its desired due diligence into the acceptability of the School Site for its APF purpose and imposing various
24 obligations upon the Owner in connection with the conveyance and development of the School Site. With respect to the School Site and the rights and obligations of the School Board, in the
26 event of any conflicts between the terms and provisions of this Agreement and the terms and provisions of the CEA, the terms and provisions of the CEA shall control. It shall be a condition
28 precedent to conveyance of the School Site to County, and to County's and School Board's obligation to accept the conveyance of the School Site, that Owner shall be in compliance with the
30 CEA at the time of the conveyance of the School Site to the County (the "School Conditions to Conveyance"). The Parties agree that in the event the CEA or other agreement between Owner
32 and School Board does not provide for school impact fee credits for the School Site, the Owner and School Board shall either agree on the value of the land or mutually select an MAI appraiser
34 and use the other requirements of Section 23-182 of the County Code to value the land for credits.

36 Prior to conveyance to County by Owner, in the event School Board determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or
38 feasible to develop the School Site for use as an educational facility or that School Board is not satisfied as to any other matter set forth in the CEA, or any other matter(s) which School Board
40 deems relevant, then in such event School Board may, in School Board's sole discretion in accordance with the terms of the CEA, elect to (a) proceed with the purchase of the School Site in
42 accordance with the terms and conditions thereof; (b) require Owner to either modify the property boundaries of the School Site or provide alternative sites or locations for consideration or pay a
44 fee; (c) require as a School Condition to Close, that Owner conduct any remediation reasonably

2 required by the School Board as identified in geotechnical studies, phase I or phase II
3 environmental studies, wetlands determination or any other study, investigation or report
4 conducted by Owner or School Board to the reasonable satisfaction of the School Board; or (d)
5 waive School Board's condition to convey, transfer or sell the School Site. The failure of the
6 Owner to comply with the terms identified in this subsection shall be deemed a default under this
7 Agreement and the CEA.

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9 After County's acquisition of the School Site and upon reasonable request of the School Board,
10 the County will convey the School Site to the School Board. The School Board shall make the
11 foregoing request for conveyance of the School Site from the County no later than upon Owner's
12 commencement of residential infrastructure improvements on any portion of the Property and
13 delivery of written notice thereof from Owner to School Board. Notwithstanding anything in the
14 foregoing to the contrary, upon reasonable advance written notice from School Board to the
15 County, the County will, at such time as is otherwise required elsewhere in this Agreement,
16 convey, or cause to be conveyed, the School Site directly to the School Board.

17 In the event that a School Site is to be conveyed directly to the School Board, then the Title
18 Commitment shall be endorsed, prior to conveyance, to name School Board as the proposed
19 insured for the School Site, and the Title Policy for the School Site shall be issued to School
20 Board.

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22 In recognition of the intent that the School Site will ultimately be conveyed to the School Board,
23 the Parties hereby agree that (i) a copy of the Title Commitment and Title Policy pertaining to the
24 School Site shall be delivered to School Board when delivered to County, (ii) School Board shall be
25 entitled to participate in the final determination of the dimensions and location of the School Site,
26 and (iii) the School Board may also conduct such due diligence with respect to the School Site as
27 is required by applicable School Board policies, including, but not limited to, geotechnical studies,
28 wetland delineations, surveys and wildlife studies, and that School Board may reasonably enter
29 upon the School Site as and to the extent reasonably required to conduct such due diligence,
30 pursuant to a right of entry from County. All such due diligence efforts by School Board shall be
31 at School Board's sole cost and expense. Copies of any Phase I or Phase II environmental audits
32 received with respect to the School Site shall be provided to School Board, and, as part of the
33 School Conditions to Conveyance, School Board shall have the right to review and approve the
34 results of the environmental audits, or any decisions reached regarding School Site.

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36 Any easements intended to benefit the School Site shall run with title to the School Site, and shall
37 be in form acceptable to County and School Board, and, if the School Site are to be conveyed
38 directly to School Board as provided above, shall name School Board as the beneficiary, rather
39 than County.

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42 6. Refinement of Size and Location of APF Lands. The size and location of all APF
43 Lands as depicted on Exhibit "B" are approximate, although the final size and location shall be
44 substantially similar to that shown. The dimensions and locations for a particular component of
45 the APF Lands shall be finalized by County and Owner prior to County approval of the
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2 Preliminary Subdivision Plan or Development Plan (“PSP/DP”) that includes the particular APF
4 Lands, and shall be in full compliance with this Agreement. **County and Owner agree that the
legal descriptions used to convey the APF Lands to County may be revised based upon final
engineering.**

6 7. Timing for Conveyance to County. Prior to or in connection with approval of the
8 initial plat recorded on the property, Owner shall convey the APF Lands to County, provided;
10 however, the conveyance of the School Site shall occur in accordance with the terms and
12 conditions of the CEA. Conveyance shall be defined as submittal of all conveyance documents,
14 approval by the board of county commissioners, and recordation of the deed(s).

16 8. Indemnification/Continuing Occupancy by Owner Prior to Use by County.
18 Conveyance of the properties required by this Agreement to be conveyed shall be defined as
20 submittal of all conveyance documents, approval by the BCC, and recordation of the deed(s).
22 With respect to the properties to be conveyed to the County, prior to conveyance to the County,
24 Owner shall continue to be responsible for any and all risk of injury and property damage
26 attributable to the acts or omissions of their officers and employees, and agree to defend,
indemnify, and hold harmless County and its officers, employees, and agents from and against any
and all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection
therewith. More specifically, to the extent permitted by law, Owner shall indemnify and hold
harmless County, its officers, agents, and employees from and against any and all claims, liability,
demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions
(including, without limitation, reasonable paralegal and attorney fees and expenses, whether in
court, out of court, in administrative proceedings, or on appeal), including damage to property or
property rights that may arise and which are proximately caused by the acts, errors, or omissions
of Owner, their officers, employees, agents, and/or representatives, arising out of their activities
related to the property prior to the conveyance of the property to the County.

28 In addition, without limiting the foregoing, in the event that any act or omission of Owner,
30 their officers, employees, agents, and/or representatives, arising from or related to this Agreement,
32 results in any spill or release of hazardous materials or other pollutants, as those terms are defined
34 in federal and state environmental laws and regulations, including, without limitation, any
36 petroleum-based substances, then, to the extent permitted by law, the Owner shall indemnify and
hold harmless County, its officers, agents, and employees from and against any and all claims,
liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and
actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and
expenses expended by County at the direction of any federal or state agency having jurisdiction,
and further including, without limitation, reasonable paralegal and attorney fees and expenses,
38 whether in court, out of court, in administrative proceedings, or on appeal. Owner shall be
40 responsible for the immediate notification to County of any environmental condition, spill, or
42 release, or any other condition or occurrence of which they become aware that may result in a
claim for damages, or that occurs as a result of Owner's activities related to the property to be
conveyed.

2 Notwithstanding anything seemingly to the contrary elsewhere in this Agreement,
3 successor provisions regarding such indemnification are not intended to, nor shall they, be
4 applicable to any individual owner of a single-family home or business for which a certificate of
5 occupancy has been issued by County.

6 In the event that any of the above occurs, County may refuse to accept conveyance of the
7 impacted property and Owner may be required to pay a fee in lieu of conveyance or to convey
8 alternative property acceptable to County.

9 9. Recording. Within thirty (30) days of the Effective Date, this Agreement shall be
10 recorded in the Public Records of Orange County, Florida, at Owner's expense
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12 10. Limitation of Remedies. County and Owner expressly agree that the consideration,
13 in part, for each of them entering this Agreement is the willingness of the other to limit the
14 remedies for all actions arising out of or in connection with this Agreement.
15

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

- 18 (i) action for specific performance; or
- 19 (ii) action for injunction; or
- 20 (iii) the withholding of development permits, impact fee credits, and other
21 approvals and/or permits in connection with the Camino Reale PD and/or the
22 Property; or
- 23 (iv) any combination of the foregoing.

24 In addition to the foregoing, nothing in this Agreement prohibits or estops County from
25 exercising its power of eminent domain with respect to the APF Lands or any portion of the
26 Camino Reale PD / Property as County may lawfully elect.
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28 b) Limitations on Owner's Remedies. Upon any failure by County to perform its
29 obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- 30 (i) action for specific performance; or
- 31 (ii) action for injunction; or
- 32 (iii) action for declaratory judgment regarding the rights and
33 obligations of Owner; or
- 34 (iv) any combination of the foregoing.

35 Both parties expressly waive their respective rights to sue for damages of any type for
36 breach of or default under this Agreement by the other. Venue for any actions
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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.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and burden of the parties hereto and their respective heirs, successors, and assigns and shall run with title to the Camino Reale PD / Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the Camino Reale PD / Property.

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

13. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

COUNTY: Orange County, Florida, c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407. 836.7370

With copies to: Orange County Community, Environmental,
and Development Services Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407.836.5600

Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex

2 4200 S. John Young Parkway
Orlando, Florida 32839-8070
Telephone: 407.836.8070

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6 OWNER: Camino Reale Properties, LLC
Attn: Paul Shakespeare
30 Floral Parkway
8 Concord, Ontario, L4K-4R1, Canada

10 SCHOOL BOARD: The School Board of Orange County, Florida
12 Attn: Superintendent of Schools
445 West Amelia Street
Orlando, Florida 32801

14 With a Copy to: Orange County Public Schools
16 Attn: Facilities Planning
6501 Magic Way, Building 200
18 Orlando, Florida 32809

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22 14. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit
of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for
24 the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or
implied, is intended or shall be construed to confer upon or give any person or entity any right,
26 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.

28 15. Applicable Law. This Agreement and the provisions contained herein shall be
construed, controlled, and interpreted according to the laws of the State of Florida. Venue shall be
30 proper in Orange County, Florida.

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

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40 17. Attorney Fees. Each party to this Agreement agrees to bear its own attorney and
other legal fees and costs in connection with all actions to be undertaken in compliance with, and
enforcement of, this Agreement.
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2 18. Survival. The obligations of this Agreement shall survive conveyance of the
APF Lands to County.

4 19. Amendments. No amendment, modification, or other change to this Agreement
shall be binding upon the parties unless in writing and formally executed in the same manner as
6 this Agreement.

8 20. Entire Agreement. This Agreement embodies and constitutes the entire
understanding of the parties with respect to the subject matter addressed herein, and all prior or
10 contemporaneous agreement, understandings, representations, and statements, oral or written, are
merged into this Agreement.

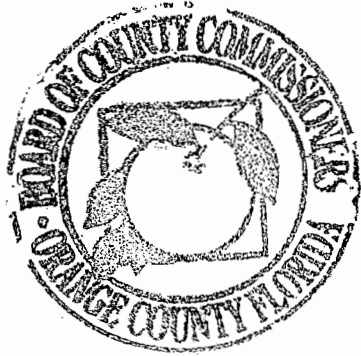
12 21. Counterparts. This Agreement may be executed in up to three (3) counterparts,
14 which taken together shall constitute one and the same instrument and any party or
signatory hereto may execute this Agreement by signing either such counterpart.

16 22. Authority to Contract. The execution of this Agreement has been duly authorized
18 by the appropriate body or official of each party hereto.

20 23. Termination; Effect of Annexation. This Agreement shall remain in effect so long
as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it,
22 in writing, with the same formality as its execution. If any portion of the Property is annexed into
a neighboring municipality, County may, in its sole discretion, terminate this Agreement upon
24 notice to Owner.

26
28 [SIGNATURES APPEAR ON THE FOLLOWING PAGES]
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2 **IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed
4 by their respective duly authorized representatives on the dates set forth below.



6
8 ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

10 By: *Teresa Jacobs*
12 Teresa Jacobs,
 TJ Orange County Mayor

14 Date: 3.21.18

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

20 By: *Craig A. Stopyra*
22 *fol* Deputy Clerk

24 Printed Name: Craig A. stopyra

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CAMINO REALE PROPERTIES, LLC, a Florida limited liability company f/k/a Rio Real Properties Orlando, LLC

By: Paul Shakespeare
Printed Name: Paul Shakespeare
Title: Vice-President
Date: 2/15/2018

WITNESSES:

Thomas Daly
Printed Name: THOMAS DALY
Jon Carleen
Printed Name: JON CARLEEN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Paul Shakespeare, as Vice-President of CAMINO REALE PROPERTIES, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 15 day of FEB, ²⁰¹⁸~~2017~~. S/he is personally known to me or has produced PERSONALLY KNOWN as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of FEB, ²⁰¹⁸~~2017~~.

William Maki
Notary Public
Print Name: William MAKI
My Commission Expires: 5/24/2018



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JOINDER AND CONSENT OF SCHOOL BOARD

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The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby joins in and consents to the Agreement as “joinder” party for the limited purpose of acknowledging the terms pertaining to the School Site as set forth in the provisions of Sections 2, 3 and 5 thereof, which shall be the only terms of the Agreement which will run with title to the land in connection with School Board’s future acquisition of title to the School Site. Nothing in the Agreement or School Board’s execution of the Agreement as a joinder party shall be deemed to modify, alter or vary the terms of the CEA and the terms of the CEA shall control in the event that there is any conflict between the terms of the CEA and this Agreement.

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Signed, witnessed, executed and acknowledged on this 27th day of February, 2018.

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[SIGNATURE PAGES TO FOLLOW]

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

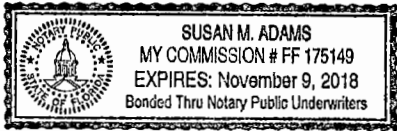
Signed and sealed in the presence of:

Print Name: Marieliz Pagan
Print Name: Margarita Rivera

Attest: Barbara M. Jenkins, Ed.D. as its Superintendent
Dated: 3-1-2018

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 1st day of March, 2018, by Barbara M. Jenkins, Ed.D, as Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or has produced (type of identification) as identification.



AFFIX NOTARY STAMP

Print Name: Susan M. Adams
Commission No.:
Expires:

Reviewed and approved by Orange County Public School's Chief Facilities Officer

John T. Morris
Chief Facilities Officer

Date: 2/26, 2018

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

Laura L. Kelly, Staff Attorney III/Planning and Real Estate

Date: Feb 26, 2018

2 **Exhibit "A"**

4 **Legal Description and Sketch of**
6 **Description for the PD Property**

8 A parcel of land comprising portions of Sections 1, 12, 13 and 24 all in Township 24, Range 31
10 East, Orange County, Florida.

12 Being more particularly described as follows:

14 BEGIN at the South 1/4 corner of aforesaid Section 1; thence run North 00°16'42" West along
16 the West line of the Southeast 1/4 of said Section 1, also being the Westerly line of a Conservation
18 Easement recorded in Official Records Book 6033, Page 3706 of the Public Records of aforesaid
20 Orange County, Florida for a distance of 602.67 feet to a point on the Northerly line of said
22 Conservation Easement, also being the Southerly line of an Orlando Utilities Commission parcel
24 of land as recorded in Official Records Book 3471, Page 617 of said Public Records of Orange
26 County, Florida; thence departing said West line and said Westerly line run North 41°08'47" East
28 along said Northerly line also being said Southerly line for a distance of 953.59 feet to a point on
30 the centerline of Wewahootee Road per Official Records Book 5372, Page 1574 and Official
32 Records Book 5761, Page 3567 of said Public Records of Orange County, Florida; thence
34 departing said Southerly line run North 89°41'26" East along said centerline for a distance of
36 2143.86 feet to a point on the East line of the Southeast 1/4 of aforesaid Section 1; thence run
38 South 00°12'21" East along said East line for a distance of 1326.84 feet to the Southeast corner of
40 said Southeast 1/4 of aforesaid Section 1; thence departing said East line run South 00°05'59" East
42 along the East line of the Northeast 1/4 of said Section 12 for a distance of 2655.30 feet to the East
44 1/4 corner of said Section 12; thence run South 00°02'47" East along the East line of the Southeast
46 1/4 of said Section 12 for a distance of 2652.23 feet to the Southeast corner of said Southeast 1/4
of said Section 12; thence departing said East line run South 00°07'30" East along the East line of
the Northeast 1/4 of said Section 13 for a distance of 2658.28 feet to the East 1/4 corner of said
Section 13; thence run South 00°00'02" East along the East line of the Southeast 1/4 of said
Section 13 for a distance of 1943.01 feet to a point on the centerline of the Disston Canal as field
located on July 9, 2008; thence departing said East line run South 71°49'05" West along said
centerline for a distance of 58.70 feet; thence continuing along said centerline run South 58°02'35"
West for a distance of 3455.20 feet to a point on a line parallel to and 300.00 feet East of the
centerline of Lake Mary Jane Road according to the Plat of LAKE MARY JANE SHORES as
recorded in Plat Book "U", Pages 121 through 123 of aforesaid Public Records of Orange County,
Florida; thence run North 38°45'58" West along said parallel line for a distance of 332.93 feet to a
point of curvature of a curve concave Southerly and having a radius of 1016.78 feet, a chord
bearing of North 68°49'26" West and a chord length of 1018.56 feet; thence continuing along said
parallel line run Northwesterly along said curve through a central angle of 60°06'56" for an arc
distance of 1066.82 feet to a point on the West line of the East 1/2 of the Northwest 1/4 of aforesaid
Section 24, also being a point on the East line of LIVE OAK ESTATES PHASE 1, as recorded in
Plat Book 19, Pages 62 through 63 of said Public Records of Orange County, Florida; thence
departing said parallel line run North 00°23'41" East along said West line and said East line for a
distance of 526.36 feet to the Northwest corner of said East 1/2 of the Northwest 1/4 of Section 24;
thence departing said West line and continuing along said East line, also being the East line of
LIVE OAK ESTATES PHASE 4, as recorded in Plat Book 63, Pages 55 through 59 of said Public

Records of Orange County, Florida run North 00°14'54" East along the West line of the East ½ of the Southwest 1/4 of aforesaid Section 13 for a distance of 2656.32 feet to the Northwest corner of said East 1/2 of the Southwest 1/4 of Section 13; thence departing said West line run North 00°34'34" East along said East line also being the West line of the East ½ of the Northwest 1/4 of said Section 13 for a distance of 2641.46 feet to the Northwest corner of said East ½ of the Northwest 1/4 of said Section 13; thence departing said West line run North 00°01'31" East along the West line of the East ½ of the Southwest 1/4 of said Section 12, also being the Westerly line of aforesaid Conservation Easement for a distance of 2650.33 feet to the Northwest corner of said East ½ of the Southwest 1/4 of said Section 12; thence departing said East line run South 89°58'58" East along the North line of said Southwest 1/4 of Section 12 for a distance of 1317.85 feet to the Southwest corner of the Northeast 1/4 of aforesaid Section 12; thence continuing along said Westerly line run North 00°01'07" West along the West line of the Northeast 1/4 of said Section 12 for a distance of 2648.98 feet to aforesaid POINT OF BEGINNING.

Contains 1032.29 acres more or less.

TOGETHER WITH:

A parcel of land comprising a portion of Section 1, Township 24, Range 31 East, Orange County, Florida.

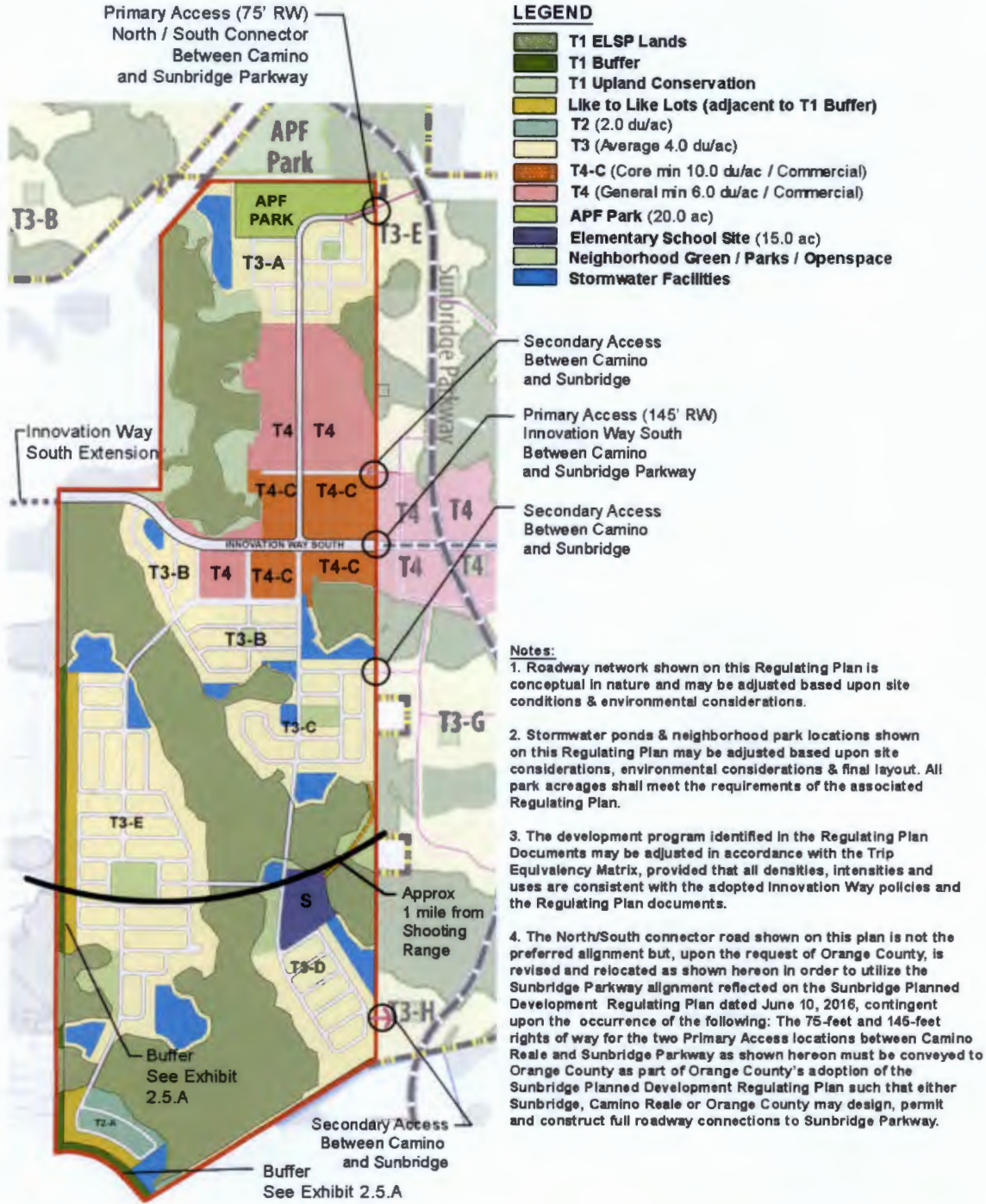
Being more particularly described as follows:

COMMENCE at the South 1/4 corner of aforesaid Section 1; thence run North 00°16'42" West along the West line of the Southeast 1/4 of said Section 1, also being the Westerly line of a Conservation Easement recorded in Official Records Book 6033, Page 3706, also being the Westerly line of an Orlando Utilities Commission parcel of land as recorded in Official Records Book 3471, Page 617 all of the Public Records of Orange County, Florida, for a distance of 1056.08 feet to the Northwest corner of said Orlando Utilities Commission parcel, also being the POINT OF BEGINNING; thence departing said Westerly lines and continuing along said West line of the Southeast 1/4 of said Section 1 run North 00°16'42" West for a distance of 205.90 feet to a point on the centerline of Wewahootee Road per Official Records Book 5372, Page 1574 and Official Records Book 5761, Page 3567 of said Public Records of Orange County, Florida, also being a point on a non-tangent curve concave Southeasterly and having a radius of 400.00 feet, a chord bearing of North 74°26'17" East and a chord length of 210.46 feet; thence departing said West line run Northeasterly along said centerline and said curve through a central angle of 30°30'18" for an arc distance of 212.96 feet to a point of tangency; thence continuing along said centerline run North 89°41'26" East for a distance of 27.63 feet to the point of intersection of said centerline and the Northerly line of aforesaid Orlando Utilities Commission parcel; thence departing said centerline run South 41°08'44" West along the Northerly line of said Orlando Utilities Commission parcel for a distance of 348.60 feet to aforesaid POINT OF BEGINNING.

Contains 0.61 acres more or less.

Exhibit "B"

Camino Reale Regulating Map



daly design group

Urban Planning - Landscape Architecture - Project Management
 913 N Pennsylvania Ave, Winter Park, Florida 32789
 Phone 407.740.7373 - www.dalydesign.com
 Job No : 1401 Scale: nts Rev: Feb. 19. 2018

Regulating Plan



Camino Reale - PD