

## **ACCESS AND LICENSE AGREEMENT**

### **(THE PLACE AT ALAFAYA SANITARY SEWER GRAVITY MAIN)**

This Access and License Agreement (“Agreement”) is entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“Licensor” or the “County”) and BW Arbour Apartments LLC, a Florida limited liability company, whose address is 257 Park Avenue South, 13th Floor, New York, New York 10010 (“Licensee”).

#### **RECITALS:**

**WHEREAS**, Licensor is the owner of that certain real property located in Orange County, Florida, as more specifically described in **Exhibit “A”** attached hereto and incorporated by this reference (the “License Area”); and

**WHEREAS**, Licensee is the owner of that certain property located in Orange County, Florida, more commonly known as “The Place at Alafaya,” as more specifically described in **Exhibit “B”** attached hereto and incorporated by this reference (“Licensee’s Property”); and

**WHEREAS**, Licensee desires to temporarily access the License Area to abandon the existing County-owned sanitary sewer gravity main and install a new sanitary sewer gravity main to be connected to an existing County-owned manhole within the License Area (the “Improvements”) to support planned development within Licensee’s Property; and

**WHEREAS**, Licensee will construct the Improvements in accordance with the construction plans (Orange County Permit Number B25902904) (the “Construction Plans”); and

**WHEREAS**, Licensee seeks a license to enter the License Area in order to complete the Improvements within the License Area; and

**WHEREAS**, Licensee intends to convey the completed Improvements to the County; and

**WHEREAS**, the County intends to accept the Improvements as set forth in Section 3.1 upon satisfactory completion in the County’s sole discretion; and

**WHEREAS**, the parties desire to set forth the terms and conditions under which Licensee will be permitted to enter the License Area; and

**WHEREAS**, Licensor finds that this Agreement serves a public purpose. -

**NOW THEREFORE**, for Ten Dollars (\$10.00) paid to Licensor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby agree as follows:

**SECTION 1. Grant of License and Purpose.** Licensor hereby grants a non-exclusive, revocable license from the latest date of execution of this Agreement (the "Effective Date") to Licensee, its employees, authorized agents, and contractors to enter the License Area to complete the Improvements within the License Area in accordance with County ordinances, resolutions, policies, procedures, and the Construction Plans. Licensee agrees and acknowledges that any changes to the Construction Plans shall require prior approval of Licensor.

**SECTION 2. Licensee's Use of the License Area.** Licensee's use of the License Area shall be subject to, and in no way interfere with, Licensor's use of the License Area. Licensee agrees to minimize any inconvenience to or interference with Licensor's use of the License Area by providing a fourteen (14)-day prior notice to, and cooperating in the scheduling of, all activities that may interfere with the activities by Licensor. Licensee will confine its operations to the License Area. At no time shall unauthorized parties access the License Area. Any use of the License Area by Licensee or Licensee's employees, authorized agents, or contractors for any purpose other than as set forth in Section 1 shall be deemed a breach of this Agreement and may result in its termination.

**SECTION 3. Conveyance to County; Maintenance Guarantee.**

**3.1 Conveyance of the Improvements.** Licensee must complete the Improvements within three (3) years of the Effective Date of this Agreement. Prior to Licensee's conveyance of the Improvements to the County, a bill of sale in favor of the County and a maintenance guarantee (collectively referred to as "Conveyance Documents") shall be provided to the County. Upon the County's acceptance of the Conveyance Documents and the County's inspection and approval of the Improvements and issuance of a Certificate of Completion ("COC"), the County shall be deemed to have accepted the conveyance of, and the ownership and operational responsibility for, the Improvements. Upon issuance of the COC, Licensee shall no longer be granted access to the License Area unless access is granted in accordance with Section 3.3 below.

**3.2 Maintenance Guarantee.**

**3.2.1.** Licensee shall ensure that all construction contract(s) for the Improvements contain a maintenance guarantee which shall be in force and effect for a period of one (1) year from the date upon which the County accepts ownership and maintenance responsibility for the Improvements. The maintenance guarantee shall be in the form of an irrevocable letter of credit or maintenance bond in favor of the County in an amount no less than ten percent (10%) of the total cost

of the Improvements. The purpose of the maintenance guarantee is to ensure the materials, workmanship, structural integrity, functioning, and maintenance of the Improvements. If Licensee elects to post an irrevocable letter of credit, the requirements set forth in Section 34-203 of the Orange County Code shall control.

3.2.2. If Licensee elects a maintenance bond as its maintenance guarantee, Licensee or its general contractor shall obtain and deliver to the County a maintenance bond in a form and amount acceptable to the County. The maintenance bond shall name the County as Dual-Obligee and shall be assignable to the County following acceptance of the Improvements by the County. The surety company issuing the maintenance bond shall meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, hold a certificate of authority authorizing it to write surety bonds in the State of Florida, and maintain an A-VI or better rating with A.M. BEST or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.
- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address and telephone number on all bonds/surety instruments.

3.3 A one (1)-year maintenance period shall begin and run concurrently with the maintenance guarantee as noted in Section 3.2.1 above. During the one (1)-year maintenance period, Licensee shall not access the License Area without written confirmation from Licensor granting Licensee permission to access the License Area, and such access shall only be to address claims against the maintenance guarantee. Correspondence regarding Licensee's access to the License Area during the maintenance period shall be made in accordance with Section 10. All terms and conditions of the Agreement apply to any such access granted after construction completion.

**SECTION 4. Term and Termination.**

4.1 **Term.** The term of this license shall commence on the Effective Date of this Agreement and end upon the expiration of the one (1)-year maintenance period, or upon the completion of Licensee addressing any claim against the maintenance guarantee, whichever last occurs. Upon expiration of the term, the license and this Agreement shall be deemed expired.

4.2 **Termination.** This Agreement may be terminated at any time by mutual written consent of the parties. In the event Licensor finds Licensee to be in breach of any term of this Agreement, Licensor shall provide Licensee with written notice of such breach. If Licensee fails to cure such breach within thirty (30) days of Licensee's receipt of notice of breach, Licensor may unilaterally terminate this Agreement, effective fifteen (15) days after providing written notice of termination.

**SECTION 5. License Area "As Is."** Licensor makes no representations about the condition of the License Area, or the suitability of the License Area, for Licensee's intended use. This Agreement is conditioned upon Licensee's use of the License Area "AS IS" and "WITH ALL FAULTS."

**SECTION 6. Ownership of License Area.** This Agreement is intended and shall be construed only as a temporary, revocable license to enter and complete the Improvements within the License Area and does not grant an easement or create or confirm any ownership or possessory interest in any portion of the License Area.

**SECTION 7. Hazardous Waste and Materials.** Licensee, its employees, agents, vendors and suppliers shall not discharge any hazardous or toxic materials or waste on or within the License Area. Licensee shall indemnify, defend, and hold harmless the County from and against any claims including without limitation third party claims for personal injury or property damage, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, settlement amounts, interest or losses, including reasonable attorney's fees and expenses, consultant fees, expert fees, and all other costs and expenses of any kind or nature that arise directly or indirectly in connection with the presence, release or threatened release of any hazardous substances by, through, or at the direction of Licensee, its employees, agents, vendors or suppliers, including but not limited to known contaminants in or into the air, soil, groundwater, surface water or improvements at, on, about, under or within the License Area, or any portion thereof, or elsewhere in connection with the transportation of hazardous substances to or from the License Area by, through, or at the direction of Licensee, its employees, agents, vendors or suppliers. Provided however, Licensee shall not be required to indemnify, defend or hold harmless the County from any claims resulting from the negligent or willful misconduct of the County, or its employees, vendors, or other agents, or resulting from any environmental condition existing on or within the

License Area or elsewhere which is not caused, disturbed or exacerbated by Licensee or its employees, agents, vendors or suppliers. The indemnification provisions contained herein shall survive the termination of this Agreement.

**SECTION 8. Indemnification.** Licensee will defend, indemnify, and hold harmless Licensor, its officials, agents, contractors, and employees from and against all claims, suits, judgments, demands, liability, damages, costs and expenses, of any nature whatsoever, including reasonable attorney's fees and costs, arising directly or indirectly out of or caused in whole or in part by any act or omission of Licensee, its employees, invitees, contractors, subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of Licensor. Nothing contained herein shall constitute a waiver of Licensor's sovereign immunity or the limitations specified in Section 768.28, Florida Statutes. This Section 8 shall survive the termination of this Agreement.

**SECTION 9. Insurance.**

9.1 For the duration of the license, Licensee shall keep on file with the County current certificates of all required insurance on forms acceptable to the County. The certificates shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County and shall clearly indicate that Licensee has obtained insurance of the type, amount, and classification as required for strict compliance with this Section 9. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

9.2 The following coverage is required:

9.2.1 Workers' Compensation – Licensee shall provide coverage for its employees within statutory workers' compensation limits, and no less than Five Hundred Thousand Dollars (\$500,000) for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees, and officials.

9.2.2 Commercial General Liability – Licensee shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence. The General Aggregate limit shall either apply separate to this Agreement or shall be at least twice the required occurrence limit. Additional insured and waiver of subrogation endorsements shall be included in the submission packet.

9.2.3 Business Auto Liability – Licensee shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limit (CSL) or its equivalent.

9.2.4 Pollution Liability – Licensee will provide coverage with a limit of not less than One Million Dollars (\$1,000,000) for all pollution conditions resulting from its operations within the License Area.

9.3 Licensee shall require and ensure that each of its contractors and subcontractors (if any) providing services hereunder procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified herein. Licensee shall immediately provide the County with proof of such insurance upon request.

9.4 All such insurance required of Licensee shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. Any exceptions to the insurance requirements in this Section 9 shall be approved by the County in writing. The County shall be included as an additional insured and a waiver of subrogation shall be in effect on all liability policies of Licensee or Licensee's contractors and subcontractors. Compliance with these insurance requirements shall not relieve or limit Licensee's liabilities and obligation under this Agreement. Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Licensee's obligation to maintain such insurance.

9.5 For the purpose of the foregoing insurance requirements, the County's certificate holder/additional insured shall be:

Orange County, Florida  
Attn: Risk Management Division  
109 E. Church Street, Suite 200  
Orlando, Florida 32801

**SECTION 10. Notices.**

10.1 **Notice of Default.** Notwithstanding anything herein to the contrary, no party shall be considered in default for failure to perform the terms and conditions hereof, unless said party shall have first received written notice specifying the nature of such failure, and said party fails to cure the same within the time specified in such notice, or in the event no such time is provided within thirty (30) days of receipt of such written notice, unless otherwise provided for herein.

10.2 **Notices.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this Section 10.

**Licensor:** Orange County Administrator  
Orange County Administration Building  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801-3527

**With copy to:** Orange County Utilities  
9150 Curry Ford Road  
Orlando, Florida 32825-7600  
Attn: Director

**Licensee:** BW Arbour Apartments LLC  
257 Park Avenue South, 13th Floor  
New York, New York 10010-7358  
Attn: Chuck Rubenstein, General Counsel

**SECTION 11. Assignment.** Licensee shall not assign or transfer any interest, rights, or duties under this Agreement to any other party except upon written approval by the County, which shall not be unreasonably withheld, conditioned, or delayed.

**SECTION 12. Permits and Licenses.** Licensee, with reasonable cooperation of Licensor, but at no expense to Licensor, shall obtain any and all permits, approvals, and licenses which may be required for the work it conducts pursuant to this Agreement.

**SECTION 13. Compliance with Applicable Laws.** Licensee shall comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to the use of the License Area.

**SECTION 14. Entire Agreement.** This Agreement contains the entire understanding between the parties. Any change, amendment, or alteration shall be in writing and signed by both parties. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof.

**SECTION 15. Admission of Facts.** Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any party to this Agreement.

**SECTION 16. Waiving or Right to Jury, Attorneys' Fees, and Venue.** Both parties hereby waive their right to a jury trial for any dispute or legal action resulting from or associated with this Agreement. All claims, controversies, or disputes arising out of this Agreement shall be

settled as required herein or by law in the Ninth Judicial Circuit, Orange County, Florida. Each party shall be responsible for all of its attorneys' fees and costs associated with any legal action arising out of this Agreement. However, if any legal action is subject to mediation, the parties shall share the fees and costs of the mediator equally.

**SECTION 17. Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding. This Agreement shall be governed by the laws of the State of Florida.

**SECTION 18. Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

*[SIGNATURES ON THE FOLLOWING PAGES]*

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

**LICENSOR:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

[REMAINING SIGNATURES ON THE FOLLOWING PAGE]

**LICENSEE:**

BW Arbour Apartments LLC, a  
Florida limited liability company

**WITNESSES:**

[Signature]

Print Name: Nick Rosato

[Signature]

Print Name: Neta Tsitsvidze

By: [Signature]

Print Name: Gideon Friedman

Title: Manager

Date: 3/4/20

STATE OF New York  
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of [  ] physical presence or [  ]  
online notarization, this 4th day of March, 2020 by Gideon Friedman as  
Manager of BW Arbour Apartments Florida LLC, on behalf of  
the company. The individual [  ] is personally known to me or [  ] has produced  
NY State ID as identification.

(SEAL)



[Signature]

Notary Signature

Jennifer Negro

Printed Notary Name

Notary Public in and for the county and state  
aforesaid

My Commission Expires: 10/20/29

EXHIBIT A

PROJECT NAME: THE PLACE AT ALAFAYA  
PERMIT NUMBER: B25902904

**LEGAL DESCRIPTION**

SANITARY ACCESS AND LICENSE AREA

**BEING** A TRACT OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THAT CERTAIN ORANGE COUNTY BCC TRACT DESCRIBED IN INSTRUMENT #19760959766, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 6 INCH BY 6 INCH CONCRETE MONUMENT FOUND, BEING THE EAST 1/4 CORNER OF SAID SECTION 9;

**THENCE** SOUTH 89°41'52" WEST, A DISTANCE OF 45.84 FEET, ALONG THE NORTH LINE OF BW ARBOUR APARTMENTS LLC "PARCEL A" AS RECORDED BOOK 10776, PAGE 2274, SAME BEING THE SOUTH LINE OF SAID ORANGE COUNTY BCC TRACT;

**THENCE**, OVER AND ACROSS SAID ORANGE COUNTY BCC TRACT THE FOLLOWING SIX (6) COURSES:

1. NORTH 00°43'26" WEST, A DISTANCE OF 88.43 FEET TO A POINT FOR CORNER;
2. NORTH 63°26'25" WEST, A DISTANCE OF 145.74 FEET TO A POINT FOR CORNER;
3. NORTH 00°00'07" WEST, A DISTANCE OF 89.06 FEET TO A POINT FOR CORNER;
4. SOUTH 89°47'19" EAST, A DISTANCE OF 142.20 FEET TO A POINT FOR CORNER;
5. SOUTH 01°48'17" EAST, A DISTANCE OF 101.19 FEET TO A POINT FOR CORNER;
6. SOUTH 63°27'49" EAST, A DISTANCE OF 34.89 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 9, TOWNSHIP 22 SOUTH, RANGE 31 EAST, SAME BEING THE WEST LINE OF LOT 10 OF WALDEN WOODS SUBDIVISION AS RECORDED IN PLAT BOOK 10, PAGE 102, ORANGE COUNTY PUBLIC RECORDS.;

**THENCE** SOUTH 00°19'53" EAST, A DISTANCE OF 125.14 FEET ALONG THE COMMON LINE OF SAID LOT 10 AND SAID ORANGE COUNTY BCC TRACT, TO THE **POINT OF BEGINNING**;

CONTAINING 23,449 SQUARE FEET OR 0.538 ACRES OF LAND.

**NOTES**

1. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO PROVIDE A SANITARY SEWER ACCESS AND LICENSE
2. THIS IS NOT A SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), THE NORTHERN BOUNDARY LINE OF PARCEL "A" BEARS S89°41'52"W.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. NOT VALID WITHOUT SHEETS 1 AND 2.
6. THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.



W. ANDREW MCLAUGHLIN  
PSM NO. LS6512

SANITARY SEWER  
ACCESS AND LICENSE  
SECTION 9, TOWNSHIP 22S,  
RANGE 31E  
ORANGE COUNTY, FLORIDA

**Kimley»Horn**

6876 Marwick Lane, Suite 350  
Orlando, Florida 32827

COA LB#696

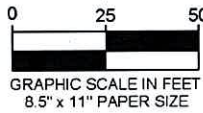
Tel. No. (407) 602-0423  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MRM	WAM	1/19/26	249120002	1 OF 2

PROJECT NAME: THE PLACE AT ALAFAYA  
 PERMIT NUMBER: B25902904  
 SKETCH OF DESCRIPTION  
 EXHIBIT "A"

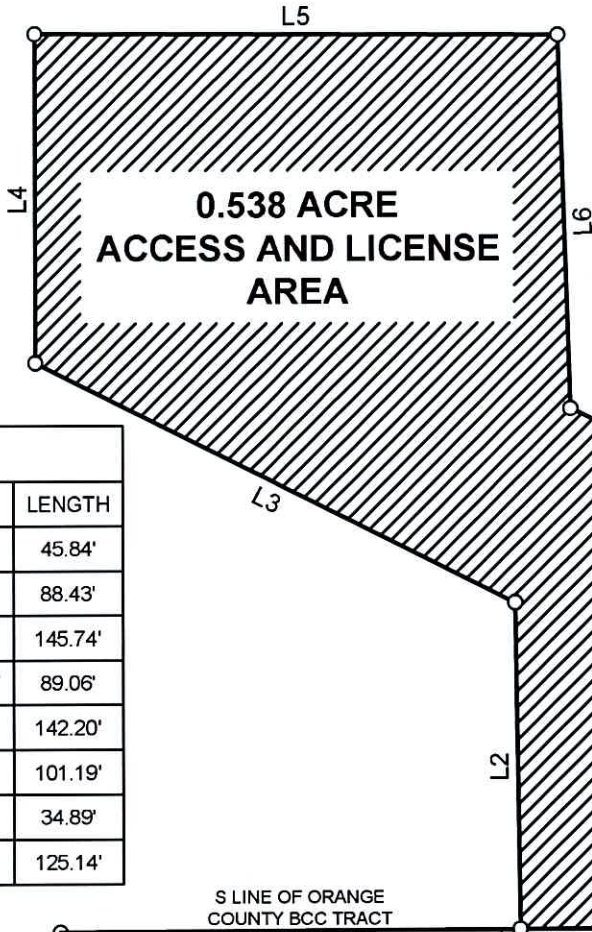
**LEGEND**

P.O.B. = POINT OF BEGINNING  
 IRFC = IRON ROD W/CAP FOUND  
 COA = CERTIFICATE OF AUTHORIZATION  
 LB = LICENSED BUSINESS  
 BCC = BOARD OF COUNTY COMMISSIONERS  
 CCR = CERTIFIED CORNER RECORD  
 DUE = DRAINAGE UTILITY EASEMENT  
 UE = UTILITY EASEMENT  
 PB = PLAT BOOK  
 PG = PAGE  
 RW = RIGHT OF WAY  
 COR = CORNER



NOT PLATTED

**ORANGE COUNTY BCC  
 INSTRUMENT #19760959766**



LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°41'52"W	45.84'
L2	N00°43'26"W	88.43'
L3	N63°26'25"W	145.74'
L4	N00°00'07"W	89.06'
L5	S89°47'19"E	142.20'
L6	S01°48'17"E	101.19'
L7	S63°27'49"E	34.89'
L8	S00°19'53"E	125.14'

5/8" IRFC  
 #LB5786

NOT PLATTED

S LINE OF ORANGE COUNTY BCC TRACT  
 S89°41'52"W  
 (BASIS OF BEARING)  
 N LINE OF BW ARBOUR APARTMENTS, LLC  
 PARCEL "A"  
 BW ARBOUR APARTMENTS, LLC  
 APN: 09-22-31-0000-00-006  
 BOOK 10776, PAGE 2274

EAST LINE OF SEC. 9-T22S-R31E  
 WEST LINE OF SEC. 10-T22S-R31E

ORANGE COUNTY BCC TRACT A  
 DRAINAGE EASEMENT  
 WALDEN WOODS  
 PLAT BOOK 10, PAGE 102

WALDEN WOODS DRIVE  
 60.00' R/W  
 WALDEN WOODS  
 PLAT BOOK 10, PAGE 102

WEST LINE OF LOT 10,  
 PB 10, PG 102

JVC PROPERTY GROUP LLC  
 INSTRUMENT #20240063097  
 LOT 10 WALDEN WOODS  
 PLAT BOOK 10,  
 PAGE 102

10' D.U.E. PER PB 10,  
 PG 102

**P.O.B.**

6X6 CONCRETE  
 MONUMENT FOUND  
 E. 1/4 COR SEC 9  
 CCR# 076963

7.5' U.E. PER PB 10, PG 102

1.849 ACRE  
 PROPOSED SANITARY  
 SEWER EASEMENT

**0.538 ACRE SANITARY SEWER  
 ACCESS AND LICENSE  
 LICENSE SKETCH OF DESCRIPTION  
 SECTION 9, TOWNSHIP 22S,  
 RANGE 31E  
 ORANGE COUNTY, FLORIDA**

**NOTES**

1. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO PROVIDE A SANITARY SEWER ACCESS AND LICENSE
2. THIS IS NOT A SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), THE NORTHERN BOUNDARY LINE OF PARCEL "A" BEARS S89°41'52"W.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. NOT VALID WITHOUT SHEETS 1 AND 2.
6. THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.

**Kimley»Horn**

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 Orlando, Florida 32827

COA LB#696

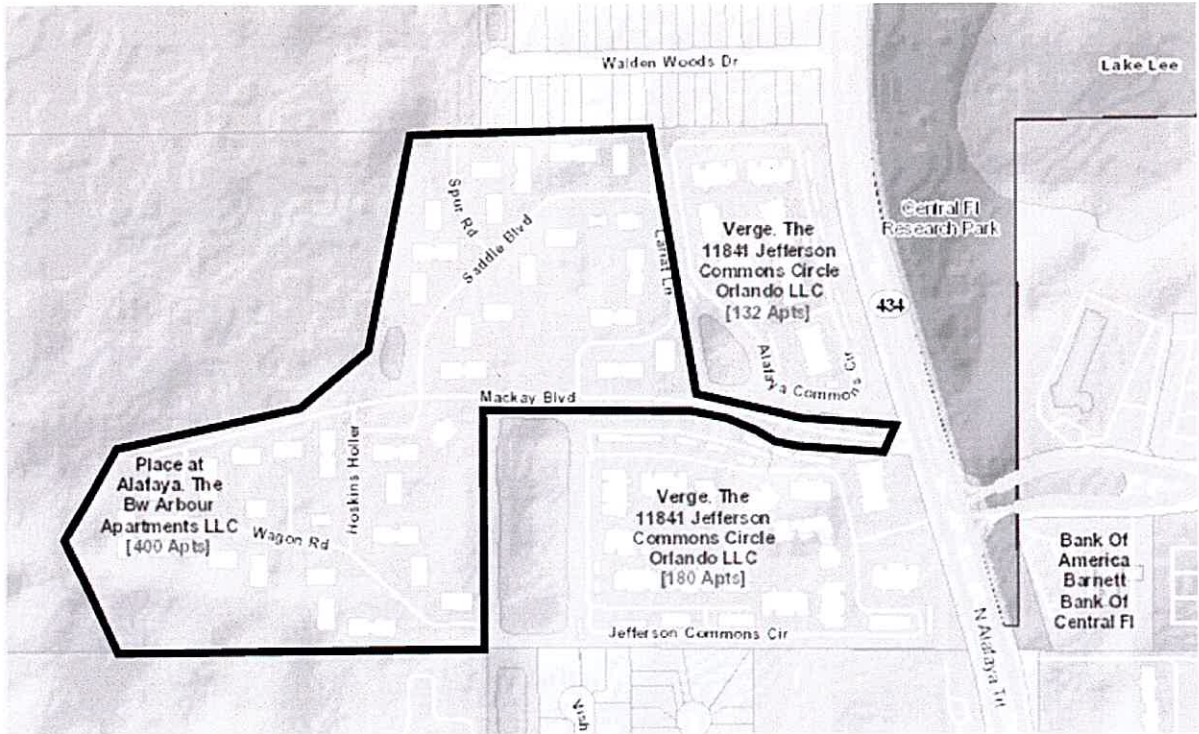
Tel. No. (407) 602-0423  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	MRM	WAM	1/19/26	249120002	2 OF 2

**Exhibit B**

**Licensee's Property**

**Project Location Map**



**Exhibit B**

**Legal Description of Licensee's Property**

Parcel ID: 09-22-31-0000-00-006

**Legal Description:**

**PARCEL A:**

**A PORTION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 31 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 0°57'41" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SAID SECTION 9, 650.09 FEET TO THE POINT OF BEGINNING. THENCE RUN DUE WEST 239.54 FEET; THENCE RUN SOUTH 76°09'41" WEST, 220.02 FEET; THENCE RUN NORTH 51°34'41" EAST, 213.00 FEET; THENCE RUN NORTH 10°41'23" EAST, 566.24 FEET; THENCE RUN NORTH 88°51'55" EAST, 170.57 FEET TO THE WEST 1/4 CORNER OF THE AFOREMENTIONED SECTION 10; THENCE RUN NORTH 88°51'00" EAST, 427.95 FEET; THENCE RUN SOUTH 9°36'58" EAST, 665.92 FEET; THENCE RUN NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 7°26'54" AND A CHORD BEARING OF NORTH 86°16'33" WEST, FOR AN ARC DISTANCE OF 130.00 FEET; THENCE RUN DUE WEST 398.74 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN ORANGE COUNTY, FLORIDA.**

**PARCEL B:**

**BEGIN AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 31 EAST; RUN DUE WEST, A DISTANCE OF 919.0 FEET; THENCE NORTH 27°38'39" WEST, A DISTANCE OF 295.09 FEET; THENCE NORTH 31°13'01" EAST, 190.62 FEET; THENCE NORTH 76°09'41" EAST, 734.05 FEET TO A POINT WHICH INTERSECTS WITH A LINE RUNNING EAST TO WEST 600 FEET NORTH OF THE SOUTH PROPERTY LINE; THENCE DUE EAST 234.31 FEET TO A POINT INTERSECTING THE SECTION LINE BETWEEN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 31 EAST AND SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST; THENCE SOUTH 0°57'41" EAST, 600.08 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.**

**PARCEL C:**

**A PORTION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 31 EAST, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 10,**

**TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; BEING MORE FULLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN DUE WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 9, 919.00 FEET; THENCE RUN NORTH 27°38'39" WEST, 295.09 FEET; THENCE RUN NORTH 31°13'01" EAST, 190.62 FEET TO THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE TRACT ABOUT TO BE DESCRIBED; THENCE RUN NORTH 31°13'01" EAST, 70.78 FEET; THENCE RUN NORTH 76°09'41" EAST, 690.02 FEET; THENCE RUN DUE EAST, 638.28 FEET TO THE P.C. OF THE CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 1000.0 FEET AND A CENTRAL ANGLE OF 15°18'01", FOR AN ARC DISTANCE OF 267.04 FEET TO THE P.R.C. OF A CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 1000.0 FEET AND A CENTRAL ANGLE OF 10°43'48" FOR AN ARC DISTANCE OF 187.27 FEET; THENCE RUN SOUTH 85°25'47" EAST, 189.17 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ALAFAYA TRAIL; THENCE RUN SOUTH 17°17'20" EAST, 86.20 FEET; THENCE RUN NORTH 85°25'47" WEST, 252.27 FEET TO THE P.C. OF A CURVE CONCAVE NORTHERLY; THENCE RUN WESTERLY ALONG SAID CURVE, HAVING FORT ITS ELEMENTS A RADIUS OF 200.0 FEET AND A CENTRAL ANGLE OF 20°41'23" FOR AN ARC DISTANCE OF 72.22 FEET TO THE P.R.C. OF A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY ALONG SAID CURVE HAVING FOR ITS ELEMENTS, A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 25°15'36", FOR AN ARC DISTANCE OF 352.70 FEET; THENCE RUN DUE WEST, 632.21 FEET; THENCE RUN SOUTH 76°09'41" WEST, 734.05 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN ORANGE COUNTY, FLORIDA.**

**AS TO PARCEL "C", LESS AND EXCEPT THE FOLLOWING: ALL PROPERTY WHICH WAS PREVIOUSLY CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY VIRTUE OF DEED RECORDED IN OFFICIAL RECORDS BOOK 4050, PAGE 2221, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THAT PART OF MCKAY BOULEVARD, A PRIVATE ROAD IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, FURTHER DESCRIBED AS PARCEL C IN EXHIBIT A OF WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3838, PAGE 3758, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THAT IS DESCRIBED AS FOLLOWS:**

COMMENCE AT A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, LYING 911.56 FEET NORTH 88°57'33" EAST OF THE NORTHWEST CORNER THEREOF; SAID POINT BEING IN THE CENTERLINE OF SURVEY OF STATE ROAD 434 (ALAFAYA TRAIL) AND BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1910.08 FEET; THENCE FROM A CHORD BEARING OF SOUTH 10°47'52" EAST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°04'37", A DISTANCE OF 402.60 FEET TO THE END OF SAID CURVE; THENCE CONTINUING ALONG SAID SURVEY LINE, RUN SOUTH 16°50'10" EAST, 372.40 FEET; THENCE NORTH 84°56'02" WEST, 53.89 FEET TO THE INTERSECTION OF THE WESTERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 434 AND THE NORTH RIGHT OF WAY LINE OF MCKAY BOULEVARD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 84°56'02" WEST ALONG SAID NORTH RIGHT OF WAY LINE 21.01 FEET; THENCE SOUTH 06°30'35" WEST, 79.96 FEET TO THE SOUTH RIGHT OF WAY LINE OF MCKAY BOULEVARD; THENCE SOUTH 84°56'51" EAST ALONG SAID SOUTH RIGHT OF WAY LINE 55.16 FEET TO THE WESTERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 434; THENCE NORTH 16°50'10" WEST ALONG SAID RIGHT OF WAY LINE 86.14 FEET TO THE POINT OF BEGINNING.