



Interoffice Memorandum

AGENDA ITEM

August 27, 2021

TO: Mayor Jerry L. Demings
—AND—
County Commissioners

FROM: Jon V. Weiss, P.E., Chairman
Roadway Agreement Committee

SUBJECT: September 14, 2021 – Consent Item
Supplement to Poinciana Boulevard Extension Road Network Agreement
Poinciana Boulevard Extension

The Roadway Agreement Committee has reviewed the Supplement to Poinciana Boulevard Extension Road Network Agreement Poinciana Boulevard Extension ("Supplemental Agreement") by and between Martni Mac Partners, LLC, and Orange County and joined in and consented to by Lake Buena Vista Resort, LLC, Lake Buena Vista Joint Venture, Greenway Properties, LTD, Poinciana FW, LLC, Vineland Apartments Owner, LLC, Lake Buena Vista Joint Venture Phase II, LLC, Countyline Properties, LLC, and Synovus Bank to supplement the terms of the Poinciana Boulevard Extension Road Network Agreement ("Original Agreement") approved by the Board on March 2, 1999 and recorded in Official Records Book 5702, Page 3038. The Original Agreement provided for the construction of Poinciana Boulevard, a system of collector roads running parallel and as a reliever to SR 535, ultimately connecting from Osceola County, under SR 417, and north to International Drive. These collector roads have generally been constructed as four lane roadways as development activity has occurred in the area. The Original Agreement also specified how impact fee credits were to be awarded for conveyance of right of way and construction.

The Supplemental Agreement addresses a specific section of the larger Poinciana Boulevard project, with the extension connecting from Osceola County to an existing section of Poinciana Boulevard. The construction is being completed concurrent with the development of 1,440 apartment units. The Supplemental Agreement awards transportation impact fee credits equal to the value of the dedicated right of way, plus 50% of the costs associated with the four lane segment of Poinciana Boulevard as depicted on Exhibit D of the Agreement, as well as additional approved engineering and permitting costs, totaling \$1,579,589.20. The Supplemental Agreement also address provisions for joint use stormwater ponds.

The Roadway Agreement Committee recommended approval of the Supplemental Agreement on June 16, 2021. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

ACTION REQUESTED: Approval and execution of Supplement to Poinciana Boulevard Extension Road Network Agreement Poinciana Boulevard Extension by and between Martni Mac Partners, LLC, and Orange County and joined in and consented to by Lake Buena Vista Resort, LLC, Lake Buena Vista Joint Venture, Greenway Properties, LTD, Poinciana FW, LLC, Vineland Apartments Owner, LLC, Lake Buena Vista Joint Venture Phase II, LLC, Countyline Properties, LLC, and Synovus Bank to award \$1,579,589.20 in transportation impact fee credits for the Poinciana Boulevard Extension. District 1

JVW/TC:fb
Attachment

BCC Mtg. Date: September 14, 2021

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

William A. Beckett, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

Tax Parcel I.D. No(s).35-24-28-0000-00-028

**SUPPLEMENT TO
POINCIANA BOULEVARD EXTENSION ROAD NETWORK AGREEMENT**

POINCIANA BOULEVARD EXTENSION

This Supplement to Poinciana Boulevard Extension Road Network Agreement (the “Supplemental Agreement”), effective as of the latest date of execution (the “Effective Date”), is made and entered into by and between MARTNI MAC PARTNERS, LLC, a Florida limited liability company (“Owner”), whose mailing address is 5555 S. Kirkman Road, Suite 201, Orlando, Florida 32819, and Orange County, a charter county and political subdivision of the State of Florida (“County”), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393, and joined in and consented to by LAKE BUENA VISTA RESORT, LLC, a Florida limited liability company, LAKE BUENA VISTA JOINT VENTURE, a Florida general partnership, GREENWAY PROPERTIES, LTD., a Florida limited partnership, POINCIANA FW, LLC, a Florida limited liability company, VINELAND APARTMENTS OWNER, LLC, a Delaware limited liability company; LAKE BUENA VISTA JOINT VENTURE PHASE II, LLC, a Florida limited liability company, COUNTYLINE PROPERTIES, LLC, a Delaware limited liability company, and SYNOVUS BANK, as Mortgagee (collectively, the “Joinder Parties”).

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain real property, as shown on the project location map identified as Exhibit “A,” and as more particularly described on Exhibit

“B” (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Owner is developing the Property as a mixed-use project commonly referred to as the Hospitality Center P-D (the “Project”); and

WHEREAS, the Orange County Engineer has declared the 4 lane portion of Poinciana Boulevard Extension to be impact fee eligible; and

WHEREAS, Owner is willing to construct certain improvements to the Poinciana Boulevard Extension (the “Improvements”); and

WHEREAS, Owner is also willing to convey to County certain portions of the Property for right-of-way and related purposes, in the form of fee simple interests (the “ROW&E”); and

WHEREAS, construction of the Improvements by Owner and conveyance of the ROW&E will serve the health, safety, and general welfare of the public; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the construction of the Improvements and conveyance of the ROW&E to County; and

WHEREAS, this Supplemental Agreement is intended to address the award of transportation impact fee credits associated with the 4 lane portion of the Poinciana Boulevard Extension to Owner in accordance with the terms of Section 23-95 and with the terms hereof; and

WHEREAS, this Supplemental Agreement is intended to supplement the terms of the existing Poinciana Boulevard Extension Road Network Agreement dated March 2, 1999 and recorded March 12, 1999 in Official Records Book 5702, Page 3038, Public Records of Orange County, Florida, (the “Original Agreement”) and to the extent of any inconsistency, the terms of this Supplemental Agreement shall prevail; and

WHEREAS, since this Supplemental Agreement has no negative impact upon any of the parties to the Original Agreement, the Joinder Parties, as the only interested parties and/or interested successor parties to the Original Agreement other than Owner and County executing the Joinder and Consent to this Supplemental Agreement acknowledge that this Supplemental Agreement does not apply to them and in no way constitutes an amendment to their rights and

obligations under the Original Agreement, and they agree and affirm that the terms of the Original Agreement shall remain binding and in full force as to them;

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County (the “Parties”) agree as follows:

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

Section 2. Transportation Analysis. Owner has funded a transportation analysis (“TA”) titled the Poinciana Boulevard Extension April 2020 Transportation Analysis, Orange County, Florida prepared by Traffic Mobility Consultants submitted to and reviewed and approved by Owner and County. A copy of the TA is on file with the County’s Transportation Planning Division. Owner and County agree that two lanes of the Poinciana Boulevard Extension are necessary to serve the properties proposed to be developed with up to 1440 apartment units (the “Development”), while the additional two lanes being constructed by Owner shall create excess capacity that will be beneficial to the County’s ultimate network of roadways in the area. Accordingly, Owner and County have agreed that a fair allocation of the costs of design, engineering and construction of the four-lane portion of the Poinciana Boulevard that are impact fee creditable is 50% of such costs.

Section 3. Design, engineering, and permitting of the Improvements. Owner has completed and County has approved the design, engineering, and permitting work (“DE&P Work”) applicable to the Improvements.

- A. Owner shall be responsible to obtain all applicable permits, except that County may be a co-applicant where permissible, reasonable, and preferable to County.
- B. All required wetland mitigation shall be the sole responsibility of Owner.
- C. Any drainage facility intended to be used jointly by the parties shall remain as property of Owner, who shall enter into a separate shared use pond agreement with County that establishes Owner’s obligation to maintain such shared use pond(s) to County standards.

D. Owner and County shall cooperate in establishment of a municipal service benefit unit (“MSBU”) to address lighting requirements.

Section 4. Construction of the Improvements. Owner shall be responsible for construction of the Improvements.

A. Owner has obtained at least three (3) bids from qualified contractors acceptable to County, before selecting Jr Davis Construction Company, Inc. (“Davis”). The Davis contract with Owner, which has been approved by County (the “Davis Contract”) is on file with County’s Public Works Department.

B. County has approved the Davis Contract for the Poinciana Boulevard Extension, including the allocation of the cost of the four (4) lane portion of the Davis Contract. Owner and County hereby agree that the Davis Contract qualifies for \$1,042,595.84 in impact fee credits based upon the 50% allocation set forth in Section 2 to the four (4) lane portion of Poinciana Boulevard Extension, as further set out in Exhibit “E” attached hereto.

- i. Owner shall be responsible to obtain all applicable permits, except that County may be a co-applicant where permissible, reasonable, and preferable to County.
- ii. All required wetland mitigation shall be the sole responsibility of Owner.
- iii. Any required temporary construction easements, right-of-way utilization permits, and/or rights of entry shall be the responsibility of Owner.

Owner has prepared construction plans, generally and where applicable, in accordance with the “FDOT Manual on Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, except for modifications approved by Orange County”, and obtained permits for, and is in the process of constructing four (4) lanes of said segment of the Poinciana Boulevard Extension over the previously dedicated right-of-way therefor to Point A as shown on Exhibit “D” and two (2) lanes southerly from Point A to the Osceola County line, together with the stormwater drainage system for said segment of Poinciana Boulevard Extension. Owner shall extend said facility beyond the Project boundary at the Osceola County line to connect to Poinciana Boulevard at the Sunrise City shopping center. The Poinciana Boulevard

Extension shall be classified as an off-site collector roadway improvement pursuant to said provisions of the Orange County Code. In addition to construction credits, Owner shall be entitled to impact fee credits for the actual costs documented and approved by the County Engineer incurred by Owner in the design and permitting of the Poinciana Boulevard Extension, including all survey, geotechnical engineering, and construction inspection, all maintenance of traffic costs applicable to continued flow of traffic during construction on Poinciana Boulevard and any intersecting roadway, and all wildlife mitigation costs related thereto, all as set forth in Section 23-95 and as further set forth in Exhibit "E" attached to this Supplemental Agreement, limited to the extent of the 50% allocation as set forth in Section 2, and totaling \$252,536.25 in credits in addition to the \$1,042,595.84 construction cost credits set forth above. There is also an allocation of \$68,107.11 in credits applicable to stormwater ponds which is limited to 22.2% of the cost based on pro rata use, also as set forth on Exhibit "E". County has reviewed and approved the costs as set forth on Exhibit "E". These amounts do not include additional credits available for conveyance of ROW&E as set forth in Section 7.

Section 5. Inspection, acceptance by County.

A. County shall have the right to inspect work on the Improvements throughout the duration of construction.

B. Upon completion of construction, County shall conduct a final inspection and upon approval of the Improvements and Owner's compliance with all attendant requirements, shall issue a certificate of completion ("C of C") for the Improvements.

C. Prior to issuance of the C of C, Owner shall also deliver to County a one year maintenance surety covering all Improvements constructed, such surety to be in form of a letter of credit or cash as acceptable to County. From the date of completion until such time as the Improvements are accepted for maintenance by County, Owner shall be responsible for maintaining such, at its expense, including landscaping, irrigation, and other improvements within the road right of way.

D. Upon any failure by Owner to complete construction of any portion or phase of the Improvements, in addition to any other remedies under the law and/or this Supplemental

Agreement, if the final approved plans are not sufficient for County to proceed with construction, Owner shall immediately pay to County, in the form of cash or a letter of credit acceptable to County, an amount equal to 120% of the anticipated costs to amend the plans to County standards. The “joint use” stormwater ponds which are being constructed shall provide adequate storage to accommodate additional 2 lanes of pavement should 2 additional lanes be built in the future to widen the 2 lane segment to a 4 lane segment from the southern traffic circle extending 170 feet to the Osceola County line.

Section 6. Insurance and Indemnification. During the course of construction of any phase of the Improvements constructed hereunder, the following provisions shall apply:

A. Insurance. Owner shall, or shall cause its contractor(s) to, procure and maintain, throughout the construction of the Improvements, insurance with limits and terms as specified below:

- i. Workers’ compensation insurance with statutory workers’ compensation limits and no less than \$500,000 limit for Employers’ Liability with a waiver of subrogation in favor of County, its consultants, agents, employees, and officials.
- ii. Commercial general liability insurance for all operations including but not limited to contractual, products, and completed operations, and personal injury with limits of not less than \$5,000,000 per occurrence and an aggregate limit of at least twice the per occurrence limit.
- iii. Business automobile liability insurance for all owned, non-owned, and hired vehicles with limits of not less than \$5,000,000 per occurrence.
- iv. Owner shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to County evidence of such insurance. County shall be listed as an additional insured on all insurance policies required herein, except workers’ compensation. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by County.

County shall be notified at least thirty (30) days prior to any material change, cancellation, non-renewal of any policy required herein.

B. Indemnification. Owner and its contractor(s) shall defend, indemnify, and hold harmless County, its officials, and employees from and against all liabilities, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost or expense:

- i. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom, and
- ii. Is caused in whole or in part by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

Provided, however, if this Supplemental Agreement or any underlying contract for construction of any Improvements is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify or hold harmless County, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

The indemnification provision contained herein shall survive the termination of this Supplemental Agreement.

Section 7. Conveyance of ROW&E to County by Owner.

A. *Timing for conveyance of ROW&E.* Upon completion of construction of the Improvements, as determined by County, Owner shall convey to County marketable fee title to the ROW&E, as more particularly described in the legal description and sketch of description attached hereto as Exhibit "C" and incorporated by this reference. The forms of the conveyance documents are attached hereto as composite Exhibit "F". The Parties hereby agree that the value of the

ROW&E, which has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time, and for which Owner shall be entitled to credits against transportation impact fees to be paid in the future in connection with the Project, is Two Hundred Sixteen Thousand Three Hundred Fifty and 00/100 Dollars (“\$216,350.00”). This total results from an agreed upon fair market value of \$216,350.00 based on an appraisal received from CBRE.

B. *Procedure.* Conveyance of the ROW&E shall be by general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. Owner shall pay all costs associated with the conveyance of the ROW&E, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the ROW&E shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

C. *Title Policy.* No less than thirty (30) days prior to conveyance of the ROW&E, Owner shall deliver to County, at Owner’s sole cost and expense, a commitment to issue an Owner’s Policy of Title Insurance naming County as the insured (the “Title Commitment”). The original Owner’s Policy of Title Insurance (the “Title Policy”) shall be delivered to County within thirty (30) days of the conveyance of the ROW&E.

D. *Environmental Audit.* No less than thirty (30) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the ROW&E. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owner shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the ROW&E, one of the following events shall occur: (i) Owner shall remediate the ROW&E to County’s satisfaction prior to the conveyance; or (ii) Owner and County shall negotiate and enter into a

separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Supplemental Agreement at its option.

E. *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.

Section 8. Transportation Impact Fee Credits. The agreed upon value of the dedicated right-of-way described on Exhibit "C" is \$216,350.00. Accordingly, the Developer's impact fee credits shall be equal to (i) the full value of the dedicated right of way (\$216,350.00), plus (ii) 50% of the \$2,085,191.67 construction costs associated with the four (4) lane segment (\$1,042,595.84), and the 22.2% allocation associated with the stormwater pond (\$68,107.11), as well as 50% of the additional design, permitting and other approved costs, all being the approved costs listed on Exhibit "E" attached hereto totaling \$1,579,589.20. Promptly upon (i) County's approval of the Environmental Audit and Title Commitment required under Section 7, (ii) approval, delivery and acceptance of the general warranty deed, and (iii) completion of the Improvements (Certificate of Completion for the 4-lane portion of right-of-way) and inspection by County, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the full \$1,579,589.20 of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance and this Agreement. Such transportation impact fee credits may only be used in transportation impact fee zone 3. Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account.

For purposes of the foregoing, County shall make deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effectuate the particular deduction.

Nothing herein shall prevent Owner from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

Section 9. Force Majeure. If there occurs any catastrophe, civil commotion, act of God (including but not limited to hurricane, earthquake, fire, flood, tornado, or other abnormal weather conditions), outbreak of hostilities, any national or international calamity or crisis, including a financial crisis, or any event or incident of terrorism or attack by a foreign power or terrorist group or individual (individually or collectively referred to as "Catastrophic Event"), the effect of which, in the reasonable judgment of the Orange County Mayor (the "Mayor"), would materially adversely affect the then-current availability of impact fee funds or other revenues needed by County to pay the cost of its obligations under this Supplemental Agreement, then County will provide written notice to Owner within ten (10) days following the Mayor's determination ("Emergency Determination") that such an event has occurred and that this Supplemental Agreement is terminated. Thereafter, County will have no further obligations whatsoever under this Supplemental Agreement.

If, notwithstanding an Emergency Determination by the Mayor, Owner proceeds with the construction of the Poinciana Boulevard Extension, then, under the conditions set forth in Section 2 of this Supplemental Agreement, at such time as the Mayor determines that availability of revenues and funds for construction of the Poinciana Boulevard Extension is no longer materially adversely affected by the Catastrophic Event, Owner shall be entitled to receive additional Credits/reimbursement for reasonable expenses it incurs for said construction. Such credits/reimbursement will be calculated as provided for in Section 2 of this Supplemental Agreement, and for Credits, in accordance with the provisions of Article V, Chapter 23, Orange County Code ("Road Impact Fee Ordinance") as they exist at the time the event triggering this Section 9 occurs. Owner and County agree and acknowledge that the Covid-19 crisis is not a matter of Force Majeure for purposes of this Supplemental Agreement and the Credits provided for hereunder shall not be altered as a result of the Covid-19 crisis.

Section 10. Utilities. This Supplemental Agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 11. Notice. Any notice delivered with respect to this Supplemental 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.

As to Owner: Martni Mac Partners, LLC
5555 S. Kirkman Road, Suite 201
Orlando, Florida 32819
Attention: Randy Hodge

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 328501
Attention: William A. Beckett, Esq.

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

With a copy to: Orange County Planning, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Section 12. Covenants Running with the Land. This Supplemental Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under this Supplemental Agreement to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

Section 13. Intentionally Deleted

Section 14. Recordation of Supplemental Agreement. Owner shall record an executed original of this Supplemental Agreement, at no expense to County, in the Public Records of Orange County, Florida no later than thirty (30) days after the Effective Date.

Section 15. Applicable Law. This Supplemental Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 16. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Supplemental Agreement.

Section 17. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 18. Limitation of Remedies. County and Owner expressly agree that the consideration, in part, for each of them entering into this Supplemental Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Supplemental Agreement.

A. **Limitations on County's remedies.** Upon any failure by Owner to perform its obligations under this Supplemental Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or

- (ii) the right to set off, against the amounts of impact fees to be credited in favor of Owner under this Supplemental Agreement, (A) any amounts due to County from Owner under this Supplemental Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Supplemental Agreement by Owner, but which Owner has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Supplemental Agreement prohibits or estops County from exercising its power of eminent domain with respect to the ROW&E or any other portion of the Property as County may lawfully elect.

B. *Limitations on Owner's remedies.* Upon any failure by County to perform its obligations under this Supplemental Agreement, Owner shall be limited strictly to only the following remedies:

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

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

Section 19. Amendment. This Supplemental Agreement may be amended only in writing, formally executed in the same manner as this Supplemental Agreement.

Section 20. Counterparts. This Supplemental Agreement and any amendment(s) may be executed in up to six (6) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 21. Authority to Contract. The execution of this Supplemental Agreement has been duly authorized by the appropriate body or official of each party hereto.

Section 22. Entire Agreement. This Supplemental Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Supplemental Agreement.

Section 23. Interpretation. This Supplemental 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 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 Supplemental Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Supplemental Agreement. It is acknowledged that, in its application to Owner, but to no other party, this Supplemental Agreement supersedes the inconsistent provisions of the Poinciana Boulevard Extension Road Network Agreement dated March 2, 1999 and recorded March 12, 1999 in Official Records Book 5702, Page 3038, Public Records of Orange County, Florida, and specifically deletes the final sentence of Section 4.1 of said Agreement regarding the timing of award of road impact fee credits applicable to the construction of Poinciana Boulevard Extension to be completed pursuant to this Supplemental Agreement.

Section 24. Disclaimer of Third Party Beneficiaries. This Supplemental Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this

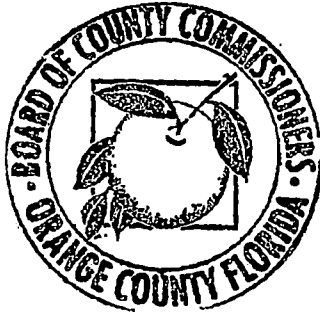
Supplemental Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Supplemental Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

Section 25. Severability. If any provision of this Supplemental 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 Supplemental Agreement.

Section 26. Termination; Effect of Annexation. This Supplemental Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Supplemental Agreement upon notice to Owner.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: September 14, 2021

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

By: *Katie Smith*
Deputy Clerk

Printed name: Katie Smith

MARTNI MAC PARTNERS, LLC, a Florida
Limited liability company

By: 12, Q13
RASHID A. KHATIB, Manager

Date: 6/29/2021

WITNESSES:

Asteid Avila

Printed Name: Asteid Avila

Vanessa Colon

Printed Name: Vanessa Colon

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 29 day of June, 2021, by Rashid A. Khatib, as Manager
of MARTNI MAC PARTNERS, LLC, a Florida limited liability company ☒ who is personally
known to me ☐ or who has produced _____ as
identification.



Kelly R
NOTARY PUBLIC--STATE OF FLORIDA

Print Name: Kelly Froelich

My Commission Expires: 9/15/23

**JOINDER AND CONSENT OF CURRENT OWNERS TO SUPPLEMENT TO
POINCIANA BOULEVARD EXTENSION ROAD NETWORK AGREEMENT**

The undersigned, LAKE BUENA VISTA RESORT, LLC, a Florida limited liability company, LAKE BUENA VISTA JOINT VENTURE, a Florida general partnership, GREENWAY PROPERTIES, LTD., a Florida limited partnership, POINCIANA FW, LLC, a Florida limited liability company, and VINELAND APARTMENTS OWNER, LLC, a Delaware limited liability company, and LAKE BUENA VISTA JOINT VENTURE PHASE II, LLC, a Florida limited liability company (collectively, the “Joinder Parties”) as the current owners of the property subject to the Poinciana Boulevard Extension Road Network Agreement dated March 2, 1999 and recorded March 12, 1999 in Official Records Book 5702, Page 3038, Public Records of Orange County, Florida (the “Original Agreement”) hereby join in and consent to the terms of this Supplemental Agreement, and agree and affirm that the terms of the Original Agreement shall remain binding and in full force as to the undersigned. This Supplemental Agreement shall in no way constitute an amendment to the rights and obligations of the undersigned Joinder Parties pursuant to the Original Agreement. Specifically, each of the undersigned Joinder Parties acknowledges, agrees and affirms that it remains bound by the terms of Section 4.1 of the Original Agreement regarding timing of award of impact fee credits for construction, if any, only upon completion of the Road Network from World Center Drive and/or International Drive South to the northern terminus of Poinciana Boulevard at Osceola Trace DRI. Accordingly, each of the undersigned Joinder Parties agrees that it will not apply to Orange County for impact fee credits for construction until all requirements of the Original Agreement, including without limitation those of Section 4.1, are fully satisfied.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

SIGNATURE PAGE TO JOINDER AND CONSENT OF CURRENT OWNERS TO
SUPPLEMENT TO POINCIANA BOULEVARD EXTENSION ROAD NETWORK
AGREEMENT

WITNESSES:

LAKE BUENA VISTA RESORT, LLC, a
Florida limited liability company

Terry Lynn Morris
Name: Terry Lynn Morris

Martni Mac
Name: Martni Mac

By: Samuel R. Sutton
Samuel R. Sutton, Managing Member

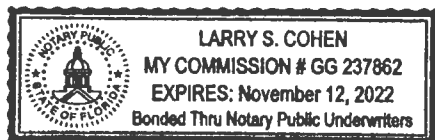
Dated: 6/30/21

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2021, by Samuel R. Sutton, as Managing Member of LAKE BUENA VISTA RESORT, LLC, a Florida limited liability company, on behalf of the company. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Samuel R. Sutton
Notary Public Signature



SIGNATURE PAGE TO JOINDER AND CONSENT OF CURRENT OWNERS TO
SUPPLEMENT TO POINCIANA BOULEVARD EXTENSION ROAD NETWORK
AGREEMENT

WITNESSES:

LAKE BUENA VISTA JOINT VENTURE,
LLC, a Florida limited liability company

Terry Lynn Morris
Name: Terry Lynn Morris
Maritza Hunter
Name: Maritza Hunter

By: Lake Buena Vista Factory Stores, Inc.,
a Florida corporation, its Manager

By: Samuel R. Sutton
Samuel R. Sutton, President

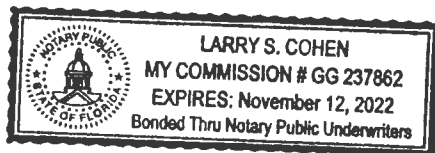
Dated: 6/30/21

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2021, by Samuel R. Sutton, as President of Lake Buena Vista Factory Stores, Inc., a Florida corporation, as Manager of LAKE BUENA VISTA JOINT VENTURE, LLC, a Florida limited liability company, on behalf of the company. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

h
Notary Public Signature



SIGNATURE PAGE TO JOINDER AND CONSENT OF CURRENT OWNERS TO
SUPPLEMENT TO POINCIANA BOULEVARD EXTENSION ROAD NETWORK
AGREEMENT

WITNESSES:

Terry Lynn Morris
Name: Terry Lynn Morris

Maritza Huertas
Name: MARITZA Huertas

GREENWAY PROPERTIES, LTD., a
Florida limited partnership

By: Greenway Properties, Inc., a Florida
corporation, its manager

By: Samuel R. Sutton
Samuel R. Sutton, President

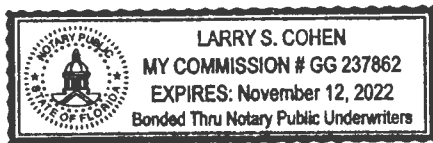
Dated: 6/30/21

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2021, by Samuel R. Sutton, as President of Greenway Properties, Inc., a Florida corporation, as Manager of GREENWAY PROPERTIES, LTD., a Florida limited partnership, on behalf of the partnership. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Samuel R. Sutton
Notary Public Signature



SIGNATURE PAGE TO JOINDER AND CONSENT OF CURRENT OWNERS TO
SUPPLEMENT TO POINCIANA BOULEVARD EXTENSION ROAD NETWORK
AGREEMENT

WITNESSES:

Asterid Aila
Name: Asterid Aila

Vanessa Colon
Name: Vanessa Colon

POINCIANA FW, LLC, a Florida limited
liability company

Intram Investments, Inc., a Florida
corporation, its manager

By: Rashid A. Khatib
Rashid A. Khatib, President

Dated: 6/29/2021

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of June, 2021, by Rashid A. Khatib, as President of Intram Investments, Inc., as Manager of POINCIANA FW, LLC, a Florida limited liability company, on behalf of the company. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Kelly Froelich
Notary Public Signature



SIGNATURE PAGE TO JOINDER AND CONSENT OF CURRENT OWNERS TO
SUPPLEMENT TO POINCIANA BOULEVARD EXTENSION ROAD NETWORK
AGREEMENT

WITNESSES:

Kevin White
Name: Kevin White
Laurie Vinci
Name: Laurie Vinci

VINELAND APARTMENTS OWNER,
LLC, a Delaware limited liability company

By: Aventon Manager, LLC, a Florida
limited liability company, as Manager

By: Robert W. Gaherty
Robert W. Gaherty, Vice President
and COO

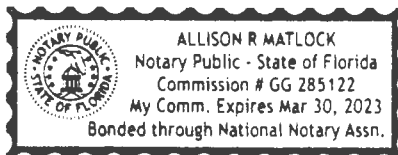
Dated: 7/12/21

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of July, 2021, by Robert W. Gaherty, as Vice President, Chief, Operating Officer of Aventon Manager, LLC, a Florida limited liability company, as Manager of VINELAND APARTMENTS OWNER, LLC, a Delaware limited liability company, on behalf of the company. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Allison R Matlock
Notary Public Signature



SIGNATURE PAGE TO JOINDER AND CONSENT OF CURRENT OWNERS TO
SUPPLEMENT TO POINCIANA BOULEVARD EXTENSION ROAD NETWORK
AGREEMENT

WITNESSES:

LAKE BUENA VISTA JOINT VENTURE
PHASE II, LLC, a Florida limited liability
company

Terri Lynn Morris
Name: Terri Lynn Morris

Martina MacPartners
Name: Martina MacPartners

By: LBVFS Phase II, Inc., a Florida
corporation, as Manager

By: Samuel R. Sutton
Samuel R. Sutton, President

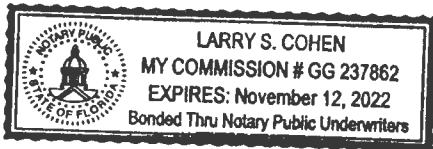
Dated: 6/30/21

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2021, by Samuel R. Sutton, as President of LBVFS Phase II, Inc., a Florida corporation, as Manager of LAKE BUENA VISTA JOINT VENTURE PHASE II, LLC, a Florida limited liability company, on behalf of the company. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

2
Notary Public Signature



SIGNATURE PAGE TO JOINDER AND CONSENT OF CURRENT OWNERS TO
SUPPLEMENT TO POINCIANA BOULEVARD EXTENSION ROAD NETWORK
AGREEMENT

WITNESSES:

COUNTYLINE PROPERTIES, LLC, a
Delaware limited liability company

Terry Lynn Morris
Name: Terry Lynn Morris

By: Samuel R. Sutton
Samuel R. Sutton, Manager

MARITZA HUERTAS
Name: MARITZA HUERTAS

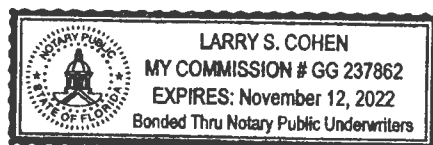
Dated: 6/30/21

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2021, by Samuel R. Sutton, as Manager of COUNTYLINE PROPERTIES, LLC, a Delaware limited liability company, on behalf of the company. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public Signature



**JOINDER AND CONSENT OF MORTGAGEE TO SUPPLEMENT TO
POINCIANA BOULEVARD EXTENSION ROAD NETWORK AGREEMENT**


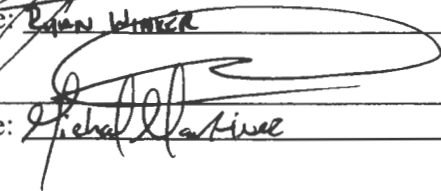
The undersigned, SYNOVUS BANK, as the current Mortgagee of the property subject to the Poinciana Boulevard Extension Road Network Agreement dated March 2, 1999 and recorded March 12, 1999 in Official Records Book 5702, Page 3038, Public Records of Orange County, Florida (the “Original Agreement”) hereby joins in and consents to the terms of this Supplemental Agreement, and agrees that the terms of the Original Agreement shall remain binding and in full force as to the property subject to the mortgage. This Supplemental Agreement shall in no way constitute an amendment of the Original Agreement in its application to the property subject to the mortgage.

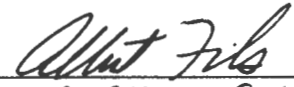
(SIGNATURES APPEAR ON FOLLOWING PAGES)

SIGNATURE PAGE TO JOINDER AND CONSENT OF MORTGAGEE TO SUPPLEMENT
TO POINCIANA BOULEVARD EXTENSION ROAD NETWORK AGREEMENT

WITNESSES:

SYNOVUS BANK


Name: RYAN WINTER

Name: Michael Lattimer

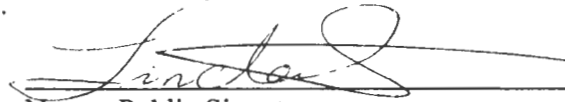
By: 
Name: ALBERT FILS
Title: SVP

Dated: June 21, 2021

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of June, 2021, by ALBERT FILS, as SVP of SYNOVUS BANK, on behalf of the company. (He)(She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)


Notary Public Signature

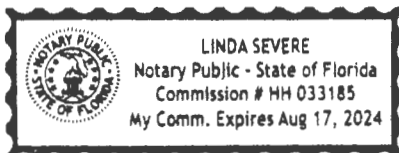
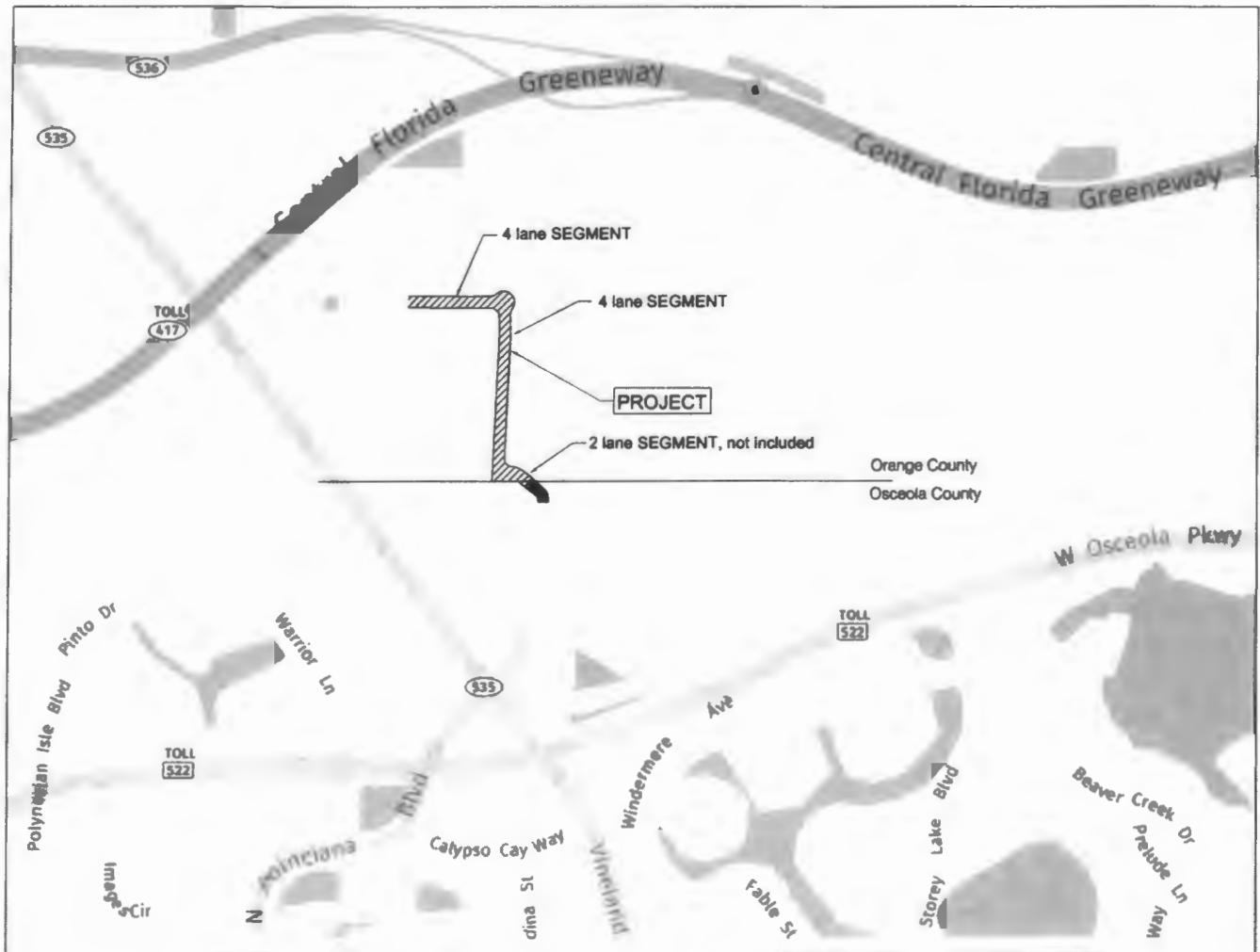


EXHIBIT "A"



0.20 mi



LOCATION MAP

EXHIBIT "B"

LEGAL DESCRIPTION AND SKETCH OF PROPERTY

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35,
Township 24 South, Range 28 East, Orange County, Florida. LESS the West 65.00 feet thereof.

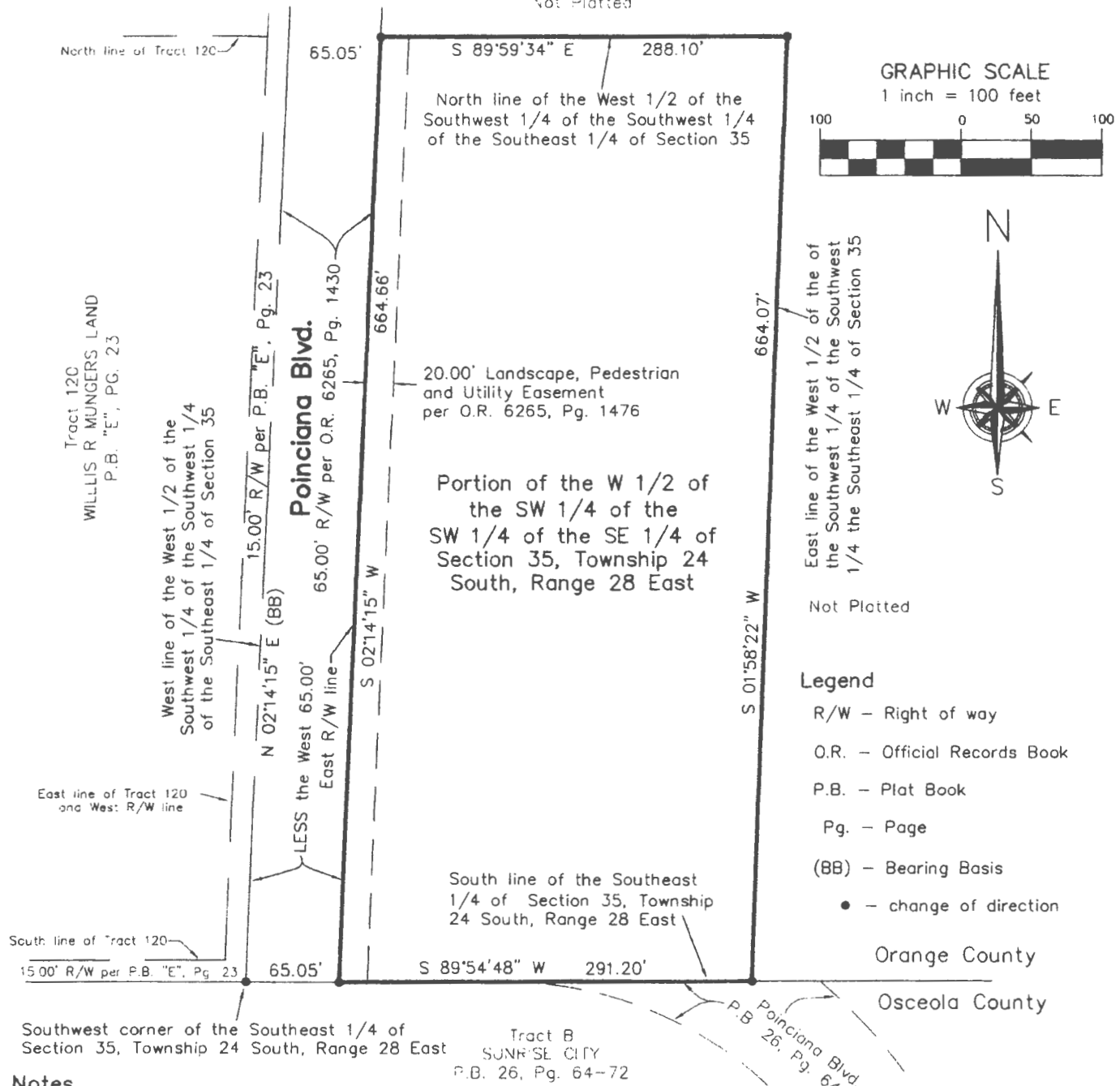
Contains 4.415 acres more or less.

Sketch and Description

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida. LESS the West 65.00 feet thereof. Contains 4.41 acres more or less.

Not Plotted

Sheet 1 of 1



Benchmark Surveying & Mapping, LLC
Certificate of Authorization Number - LB 7874

Post Office Box 771065, Winter Garden, Florida 34777-1065
3110 Red Fox Run, Kissimmee, Florida 34746
(407) 654-6183 - www.benchmarksurveyingandmapping.com

15001P3 S&D

Project #

7/27/2020

Date

Prepared For: Intram Investments, Inc.

Prepared By:

Billy Joe Jenkins, Jr., PSM # 5205
Professional Surveyor and Mapper

EXHIBIT "C"

SKETCH OF DESCRIPTION

SHEET 1 OF 2

DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35; THENCE RUN S89°52'48"E ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 65.05 FEET TO THE EAST LINE OF THE WEST 65.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 FOR THE POINT OF BEGINNING; THENCE RUN N02°26'51"E ALONG SAID EAST LINE, 186.39 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 48°33'55", A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 42.38 FEET, A CHORD BEARING OF S21°50'06"E AND A CHORD DISTANCE OF 41.12 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°28'46", A RADIUS OF 86.00 FEET, AN ARC LENGTH OF 20.23 FEET, A CHORD BEARING OF S39°22'41"E AND A CHORD DISTANCE OF 20.19 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 42°45'00", A RADIUS OF 46.00 FEET, AN ARC LENGTH OF 34.32 FEET, A CHORD BEARING OF S54°00'49"E AND A CHORD DISTANCE OF 33.53 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14°52'40", A RADIUS OF 405.00 FEET, AN ARC LENGTH OF 105.17 FEET, A CHORD BEARING OF S67°56'58"E AND A CHORD DISTANCE OF 104.87 FEET TO THE POINT OF TANGENCY; THENCE RUN S60°30'38"E, 150.28 FEET TO THE AFORESAID SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN N89°52'48"W ALONG SAID SOUTH LINE, 291.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.513 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE:	8/20/19
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A

DRAWING FILE: 18164-ROW.DWG



ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668



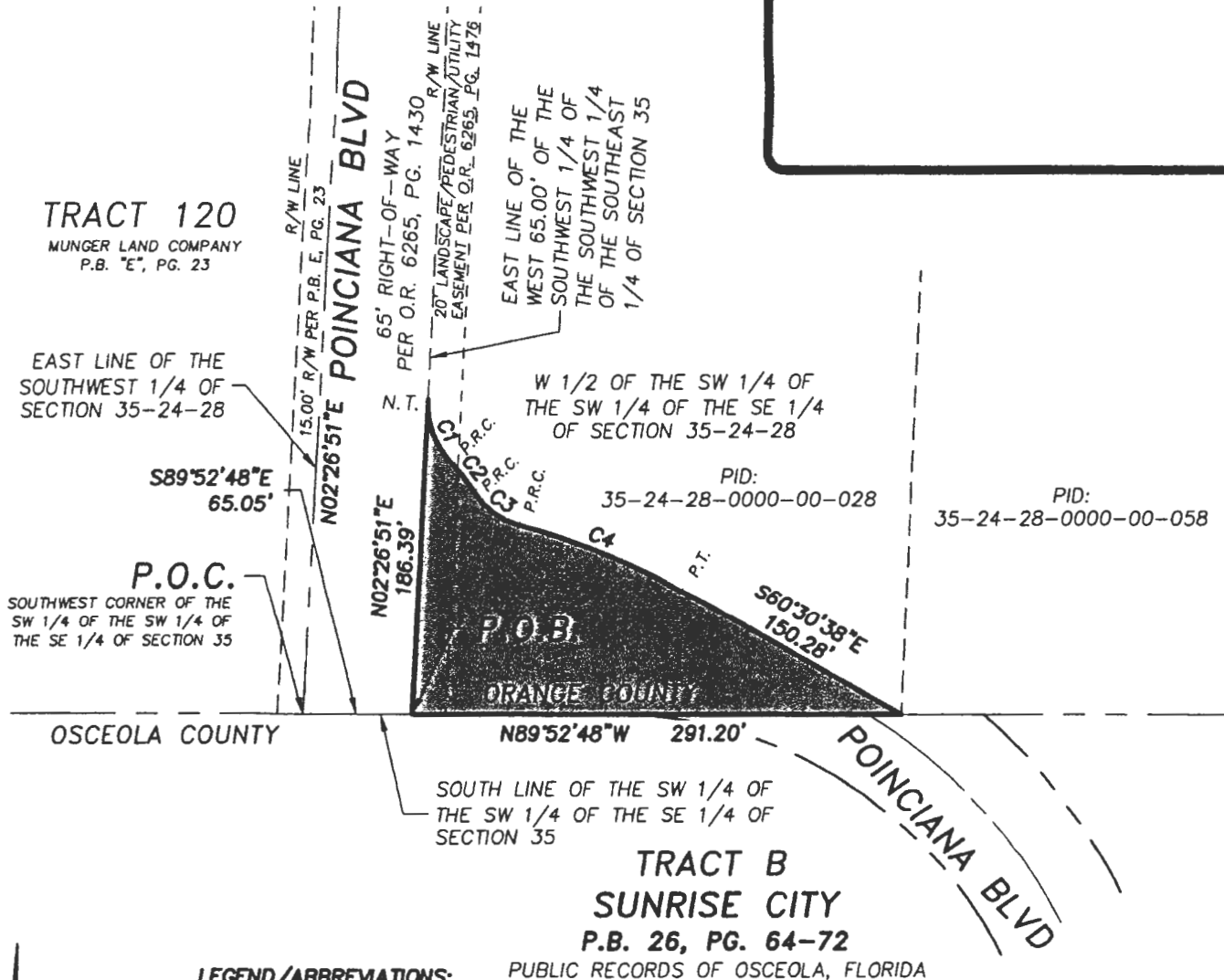
CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION

TRACT 120

MUNGER LAND COMPANY
P.B. "E", PG. 23



LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS
SHOWN HEREON MAY BE USED

- R RADIUS
- Δ CENTRAL ANGLE
- L LENGTH
- CH CHORD
- CB CHORD BEARING
- R/W RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- TYP. TYPICAL
- P.T. POINT OF TANGENCY
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVE
- N.T. NOT TANGENT
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR & MAPPER
- PLS PROFESSIONAL LAND SURVEYOR
- PID: PARCEL IDENTIFICATION NUMBER

PUBLIC RECORDS OF OSCEOLA, FLORIDA

Curve Table

CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	48°33'55"	50.00'	42.38'	S21°50'06"E	41.12'
C2	13°28'46"	86.00'	20.23'	S39°22'41"E	20.19'
C3	42°45'00"	46.00'	34.32'	S54°00'49"E	33.53'
C4	14°52'40"	405.00'	105.17'	S67°56'58"E	104.87'



CERTIFICATE OF AUTHORIZATION LB 7274

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
DRAWING FILE: 18164--ROW.DWG

SHEET 2 OF 2

EXHIBIT "C"
Page 3 of 3

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8876

EXHIBIT "D"

DIAGRAM SHOWING 4-LANE SEGMENT AND OTHER COMPONENTS TO COUNTY LINE, SEE SECTION 4

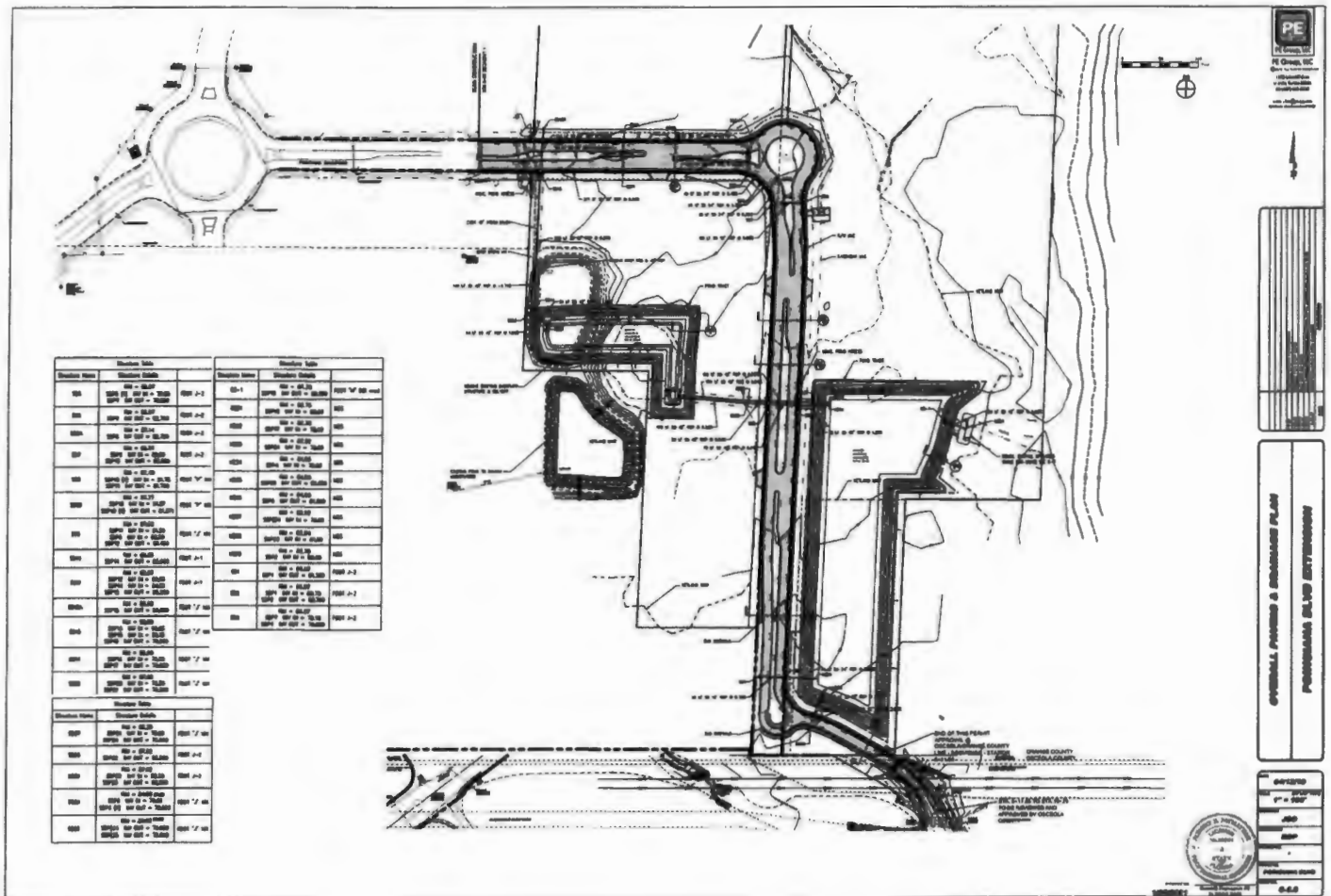


EXHIBIT " E "
CALCULATION OF IMPACT FEE CREDITS



POINCIANA BLVD EXTENSION, Transportation Impact Fee Credits Summary

8/18/2020 rev 10-16-20, rev 10-19-20, rev 10-22-20 per county engineer comments

**SUMMARY OF COSTS ASSOCIATED WITH DESIGN, PERMITTING & CONSTRUCTION OF THE 4 LANE ROADWAY
SEGMENT**

a. HARD COSTS

		50%	
	total amount	¹ calculated impact fee credit (50%)	² expected impact fee credit (22.2%) based on pro rata use
CONSTRUCTION			
³ roadway (4 lane segment)	\$2,085,191.67	\$1,042,595.84	
stormwater ponds	\$306,788.79		\$68,107.11
CONSULTING FEES (DESIGN & PERMITTING)			
surveying	\$25,225.00	\$12,612.50	
civil	\$212,412.66	\$106,206.33	
environmental	\$30,276.00	\$15,138.00	
geotechnical	\$15,812.50	\$7,906.25	
traffic engineering	\$15,444.95	\$7,722.48	
civil construction admin	\$19,400.00	\$9,700.00	
PERMIT FEES			
⁴ Orange County	\$2,920.00	\$1,460.00	
SFWMD	\$1,000.00	\$500.00	
FDEP (UTILITIES)	\$0.00	\$0.00	
DUKE ENERGY			
vaults relocation/service	\$ 26,253.86	\$13,126.93	
street lighting conduits & CIAC	\$ 134,205.43	\$67,102.72	
GOPHER TORTOISE RELOCATION			
	\$ 22,122.10	\$11,061.05	
		¹ \$1,295,132.09	² \$68,107.11

HARD COSTS TOTAL

\$1,363,239.20

- ¹ 50% allocated based on 2 lanes of the 4 lanes constructed.
- ² % allocated is commensurate with contributing impervious area of the roadway.
- ³ EXCLUDES all public and private utilities
- ⁴ EXCLUDES all FEES PAID TO County Utilities

b. RIGHT OF WAY DEDICATION

\$216,350.00

per CBRE appraisal dated September 4, 2020, for dedication of 0.513 acres.

c. TOTAL CREDITS REQUESTED

\$1,579,589.20

EXHIBIT "F"

Warranty Deed & Shared Use Pond Agreements

This Document Prepared by:
Jeffrey Sponenburg, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Return this Document to:
Real Estate Management Division
of Orange County, Florida
400 E. South St., 5th Floor
Orlando, FL 32801

Project: Poinciana Boulevard Extension (RAC)

WARRANTY DEED

THIS WARRANTY DEED, Made and executed the ____ day of _____, A.D. 20____, by Martni Mac Partners, LLC, a Florida limited liability company, whose address is 5555 S. Kirkman Road, Ste. 201, Orlando, Florida 32819, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of 35-24-28-0000-00-028

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

Project: Poinciana Boulevard Extension (RAC)

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered
in the presence of:

Martni Mac Partners, LLC,
a Florida limited liability company

Witness

BY: _____
Rashid A. Khatib, Manager

Printed Name

Witness

Printed Name

(Signature of **TWO** witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by Rashid A. Khatib, as Manager of Martni Mac Partners, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires:

Project: Poinciana Boulevard Extension (RAC)

Exhibit "A"
(Page 1 of 3)

Legal Description

SKETCH OF DESCRIPTION SHEET 1 OF 2

DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35; THENCE RUN S89°52'48"E ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 65.05 FEET TO THE EAST LINE OF THE WEST 65.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 FOR THE POINT OF BEGINNING; THENCE RUN N02°26'51"E ALONG SAID EAST LINE, 186.39 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 48°33'55", A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 42.38 FEET, A CHORD BEARING OF S21°50'06"E AND A CHORD DISTANCE OF 41.12 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°28'46", A RADIUS OF 86.00 FEET, AN ARC LENGTH OF 20.23 FEET, A CHORD BEARING OF S39°22'41"E AND A CHORD DISTANCE OF 20.19 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 42°45'00", A RADIUS OF 46.00 FEET, AN ARC LENGTH OF 34.32 FEET, A CHORD BEARING OF S54°00'49"E AND A CHORD DISTANCE OF 33.53 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14°52'40", A RADIUS OF 405.00 FEET, AN ARC LENGTH OF 105.17 FEET, A CHORD BEARING OF S67°56'58"E AND A CHORD DISTANCE OF 104.87 FEET TO THE POINT OF TANGENCY; THENCE RUN S60°30'38"E, 150.28 FEET TO THE AFORESAID SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN N89°52'48"W ALONG SAID SOUTH LINE, 291.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.513 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
FIELD BY: N/A
FIELD BOOK: N/A
PAGES: N/A
FIELD FILE: N/A

DRAWING FILE: 18164-ROW.DWG

ARON D. BISHMAN, P.S.M., FLORIDA REGISTRATION NO. 5668

EXHIBIT "F"

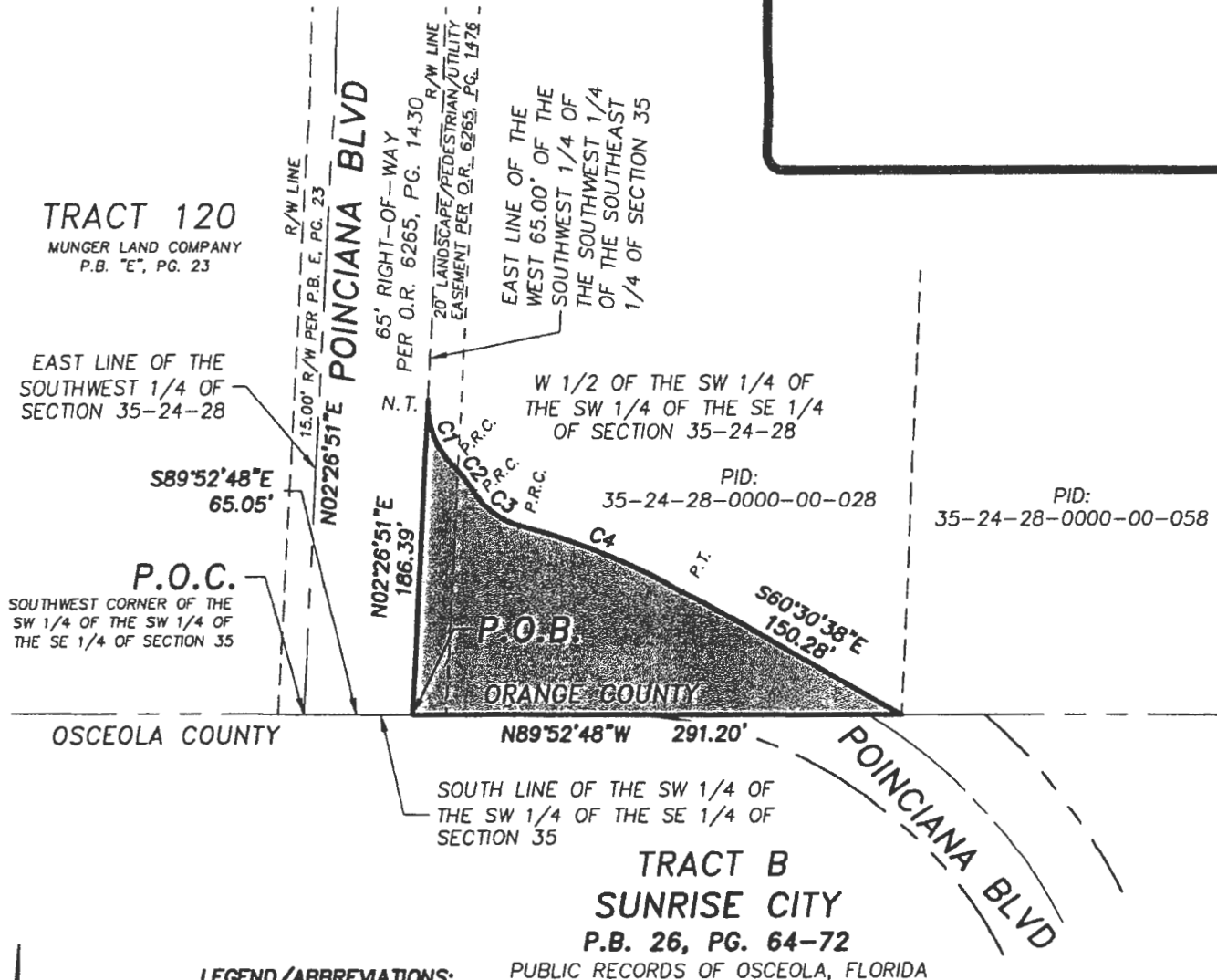
Page 5 of 41



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION



LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

- R RADIUS
- Δ CENTRAL ANGLE
- L LENGTH
- CH CHORD
- CB CHORD BEARING
- R/W RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- TYP. TYPICAL
- P.T. POINT OF TANGENCY
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVE
- N.T. NOT TANGENT
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR & MAPPER
- PLS PROFESSIONAL LAND SURVEYOR
- PID: PARCEL IDENTIFICATION NUMBER

Curve Table

CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	48°33'55"	50.00'	42.38'	S21°50'06"E	41.12'
C2	13°28'46"	86.00'	20.23'	S39°22'41"E	20.19'
C3	42°45'00"	46.00'	34.32'	S54°00'49"E	33.53'
C4	14°52'40"	405.00'	105.17'	S67°56'58"E	104.87'



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8876

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
DRAWING FILE: 18164-ROW.DWG

SHEET 2 OF 2

EXHIBIT "F"
Page 6 of 41

This Document Prepared by:
Jeffrey Sponenburg, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Return this Document to:
Real Estate Management Division
of Orange County, Florida
400 E. South St., 5th Floor
Orlando, FL 32801

Project: Poinciana Boulevard Extension (RAC)

Parcel Id Nos.:	35-24-28-0000-00-008	35-24-28-0000-00-002
	35-24-28-0000-00-022	35-24-28-0000-00-006
	35-24-28-0000-00-028	35-24-28-5844-00-581
	35-24-28-5844-00-571	35-24-28-0000-00-062
	35-24-28-5844-00-572	35-24-28-5844-00-582
	35-24-28-5844-00-592	35-24-28-5844-00-583
	35-24-28-0000-00-027	

SHARED USE POND EASEMENT AGREEMENT

THIS SHARED USE POND EASEMENT AGREEMENT (the "Agreement"), effective as of the latest day of execution (the "Effective Date"), is entered into by and between Martni Mac Partners, LLC, a Florida limited liability company, with its principal place of business at 5555 S. Kirkman Road, Ste. 201, Orlando, Florida 32819 ("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") (Owner and County may hereinafter be collectively referred to individually as a "Party" and collectively as the "Parties").

RECITALS:

In connection with Owner's commercial and/or residential development project (the "Development"), Owner is constructing a new storm water retention pond and associated drainage facilities and outfall structures (collectively, the "Pond Improvements") on Owner's real property, which real property is located in Orange County and more particularly described in the attached and incorporated **Exhibit "A"** (the "Owner's Property").

Owner, as successor-in-interest, and County are parties to that certain Poinciana Boulevard Extension Road Network Agreement, recorded in Official Records Book 5702, Page 3038 of the Public Records of Orange County, Florida, as modified by that certain Supplement to Poinciana Boulevard Extension Road Network Agreement, Poinciana Boulevard Extension, dated _____, 2021, and recorded in Instrument _____, of the Public Records of Orange County, Florida (collectively, the "Road Agreement").

Pursuant to the Road Agreement, certain public roadway improvements known as the Poinciana Boulevard Extension (the "Roadway") are being constructed in the same general area as the Development.

Owner has requested that the Pond Improvements shall be used to serve both the Development and the Roadway, subject to the grant by Owner of certain rights to County, including certain easement interests, and to certain terms and conditions of such shared use, as set forth below.

Owner's predecessor-in-interest granted to County that certain Temporary Drainage Easement, recorded May 24, 2001, in Official Records Book 6265, Page 1446 of the Public Records of Orange County, Florida (the "Temporary Easement"). The easement rights granted by this Agreement shall constitute the permanent drainage easement in a location acceptable to County, as contemplated under the Temporary Easement and, therefore, such Temporary Easement is hereby terminated and is of no further force or effect.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

AGREEMENT

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

2. Drainage Easement to County. Owner hereby grants to County a perpetual, non-exclusive easement for drainage purposes (the "Drainage Easement") over, under, upon, through, and across the real property more particularly described in Exhibit "B," attached hereto and incorporated herein (the "Drainage Easement Area").

3. Construction of Pond Improvements. Owner shall design, engineer, permit, and construct the Pond Improvements, or shall cause same to occur, within the Drainage Easement Area at no cost or expense to County. Owner shall construct the Pond Improvements to County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements in a manner sufficient to adequately receive and process the anticipated capacity from both the Development and the Roadway. Owner and its heirs, successors, and assigns agree not to build, construct, or create, or permit others to build, construct, or create any building(s) or other structure(s) that may interfere with the normal operation or maintenance of the Pond Improvements.

4. Maintenance of the Pond Improvements. Owner hereby agrees, at no cost or expense to County, to inspect, maintain, repair, and replace, as necessary, all portions of the Pond Improvements (the "Pond Maintenance"), in perpetuity, to County's satisfaction, in accordance with County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements. County acknowledges that, in the interest of continuing the Pond Maintenance in perpetuity, Owner shall assign its maintenance obligations hereunder to the Poinciana Boulevard Property Owner's Association, Inc. (the "Association"), which Association joins in and consents to this Agreement to acknowledge its assumption of the Pond Maintenance obligation.

5. Failure to maintain. In the event Owner fails or refuses to perform the Pond Maintenance to County's satisfaction, County shall have the right, but not the obligation, to enter upon Owner's Property and perform such maintenance as County deems necessary, at Owner's expense. Owner hereby grants perpetual access over, upon, under, across, and through the Owner's Property as reasonably necessary for County to exercise its right to perform such maintenance (the "Pond Access Easement").

6. Permits and compliance; hazardous substances. Owner shall construct the Pond Improvements and perform all the Pond Maintenance in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements and shall ensure that all storm water discharges which are the subject of this Agreement shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Owner shall not cause or allow any

hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released from the Owner's Property into or upon the Pond Improvements. In the event of any discharge and/or release not in compliance, as noted herein, Owner shall have thirty (30) days after the discovery of such, whether by Owner, County, or another person or entity, to remedy such non-compliance. If the non-compliance is not remedied within such 30-day period, County may, but shall not be obligated to, enter upon Owner's Property to remedy the non-compliance, or cause same to occur, at Owner's expense.

7. Modification, reconfiguration, or relocation of Pond Improvements and/or Drainage Easement Area. Owner may, upon thirty (30) days prior notice to County and subject to prior written County consent, modify, reconfigure, and/or relocate the Pond Improvements and/or Drainage Easement Area, provided that County's drainage requirements are continuously maintained to County's satisfaction during and after any such modification, reconfiguration, and/or relocation. Any such modification, reconfiguration, and/or relocation shall be documented and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

8. Costs for Owner failure to maintain or remedy non-compliance. In the event County exercises its rights in response to Owner's failure or refusal to (i) perform the Pond Maintenance to County's satisfaction, as contemplated by Sections 3 and 4 herein, and/or (ii) remedy a non-compliance as contemplated by Section 5 herein, County may assess any and all costs and expenses incurred by County against Owner. Owner shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.

9. Covenants running with the land. All of the covenants, obligations, terms, agreements, and restriction set forth herein are intended to be, and shall be construed as, covenants running with the Owner's Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.

10. Continuing lien; delinquent payments. This Agreement shall serve as a continuing lien against the Owner's Property to secure payment to County of any costs incurred by County in exercising its rights to perform any actions which Owner has failed or refused to perform, including as contemplated by Sections 3, 4, 5, and 8, herein. In the event Owner fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the

legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Owner's asserted delinquency.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the Parties.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given, whether or not actually received, as of the date and time the same are personally delivered; transmitted electronically (i.e., by telecopier device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

OWNER: Martni Mac Partners, LLC, a Florida limited liability company
5555 S. Kirkman Road, Suite 201
Orlando, Florida 32819
Attn: Randy Hodge

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: William A. Beckett, Esq.

County: Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: County Administrator

With a copy to: Orange County Public Works Department
4200 S. John Young Parkway
Orlando, FL 32839
Attn: County Engineer

13. Recordation. This Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

14. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year written below each signature.

“COUNTY”

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

WITNESSES:

Print Name: _____

Print Name: _____

“OWNER”

Martni Mac Partners, LLC,
a Florida limited liability company

By: _____
Rashid A. Khatib, Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Rashid A. Khatib, Manager of Martni Mac Partners, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: _____

JOINDER AND CONSENT TO SHARED USE POND EASEMENT AGREEMENT

Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation, being granted certain rights by virtue of that certain Declaration of Covenants, Easements & Restrictions for Poinciana Boulevard Master Storm Water System and Sanitary Sewer System, recorded January 14, 2020, as Official Records Document No. 20200026208, of the Public Records of Orange County, Florida ("Declaration"), hereby joins in and consents to the execution and recording of the foregoing Shared Use Pond Easement Agreement and agrees that such Shared Use Pond Easement Agreement shall constitute a valid and lasting encumbrance on the Drainage Easement Area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Poinciana Boulevard Property Owners'
Association, Inc., a Florida not-for-profit
corporation

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____, as _____ of Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the entity. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: _____

JOINDER AND CONSENT TO SHARED USE POND EASEMENT AGREEMENT

Poinciana FW, LLC, a Florida limited liability company, being granted certain rights by virtue of that certain Declaration of Covenants, Easements & Restrictions for Poinciana Boulevard Master Storm Water System and Sanitary Sewer System, recorded January 14, 2020, as Official Records Document No. 20200026208, of the Public Records of Orange County, Florida ("Declaration"), hereby joins in and consents to the execution and recording of the foregoing Shared Use Pond Easement Agreement and agrees that such Shared Use Pond Easement Agreement shall constitute a valid and lasting encumbrance on the Drainage Easement Area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Poinciana FW, LLC,
a Florida limited liability company

Print Name: _____

BY: Intram Investments, Inc.,
a Florida corporation, its Manager

Print Name: _____

BY: _____
Rashid A. Khatib, President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by Rashid A. Khatib, President of Intram Investments, Inc., a Florida corporation, as Manager of Poinciana FW, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: _____

Exhibit "A"

(Page 1 of 3)

Legal description of Owner's Property

The West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4; the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4; the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4; the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

The West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the West 1/2 of the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The West 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The East 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida;

LESS that portion of Orange County right-of-way as described in that certain Warranty Deed recorded in Official Records Book 6265, Page 1437, of the Public Records of Orange County, Florida.

AND

The West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

AND

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida, LESS the West 65.00 feet thereof.

AND

North 1/2 of Tract 57 of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida; LESS Right of Way in favor of Orlando/Orange County Expressway Authority by Warranty Deed recorded in Official Records Book 4819, Page 1059 and re-recorded in Official Records Book 4822, Page 2079, Public Records of Orange County, Florida.

AND

The South 1/2 of Tract 57 of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida.

AND

The Southeast 1/4 Tract 59 of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida.

AND

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

AND

The Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

AND

East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

AND

Southwest 1/4 of Tract 58 of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida.

AND

The West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East of Orange County, Florida.

AND

The North 1/2 of Tract 58 MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida;

LESS AND EXCEPT that portion for road right of way as set forth in that certain Warranty Deed recorded in Official Records Book 4340, Page 1870, of the Public Records of Orange County, Florida.

AND

The Southeast 1/4 of Tract 58 MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida.

Exhibit "B"
(Page 1 of 5)

Legal descriptions and sketches of description
of Drainage Easement Area

SKETCH OF DESCRIPTION SHEET 1 OF 2

DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN S89°52'48"E ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 65.05 FEET TO THE EAST LINE OF THE WEST 65.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N02°26'51"E ALONG SAID EAST LINE OF THE WEST 65.00 FEET, 186.39 FEET; THENCE RUN S87°33'09"E, 20.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N02°26'51"E, 136.07 FEET; THENCE RUN S87°33'09"E, 20.00 FEET; THENCE RUN N02°26'51"E, 579.77 FEET; THENCE RUN N88°15'55"W, 40.00 FEET; THENCE RUN N02°26'51"E, 25.00 FEET; THENCE RUN S88°15'55"E, 40.00 FEET; THENCE RUN N02°26'51"E, 49.81 FEET; THENCE RUN S89°17'45"E, 444.94 FEET; THENCE RUN S30°33'27"W, 32.44 FEET; THENCE RUN S51°01'59"W, 73.06 FEET; THENCE RUN S14°32'45"W, 162.87 FEET; THENCE RUN S24°41'09"W, 18.46 FEET; THENCE RUN S50°33'01"E, 64.83 FEET TO A LINE 17.00 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N89°47'15"W ALONG SAID LINE 17.00 FEET NORTH, 157.63 FEET TO A LINE 20.00 FEET WEST OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN S02°10'50"W ALONG SAID LINE 20.00 FEET WEST, 647.57 FEET; THENCE RUN N60°30'38"W, 117.44 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14°52'40", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 110.36 FEET, A CHORD BEARING OF N67°56'58"W AND A CHORD DISTANCE OF 110.05 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 42°45'00", A RADIUS OF 26.00 FEET, AN ARC LENGTH OF 19.40 FEET, A CHORD BEARING OF N54°00'49"W AND A CHORD DISTANCE OF 18.95 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°28'46", A RADIUS OF 106.00 FEET, AN ARC LENGTH OF 24.94 FEET, A CHORD BEARING OF N39°22'41"W AND A CHORD DISTANCE OF 24.88 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 48°33'55", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 25.43 FEET, A CHORD BEARING OF N21°50'06"W AND A CHORD DISTANCE OF 24.67 FEET TO THE END OF SAID CURVE, ALSO BEING THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.681 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
FIELD BY: N/A
FIELD BOOK: N/A
PAGES: N/A
FIELD FILE: N/A

DRAWING FILE: 18164-POND-E.dwg



ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 3668

EXHIBIT "F"

Page 21 of 41



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION

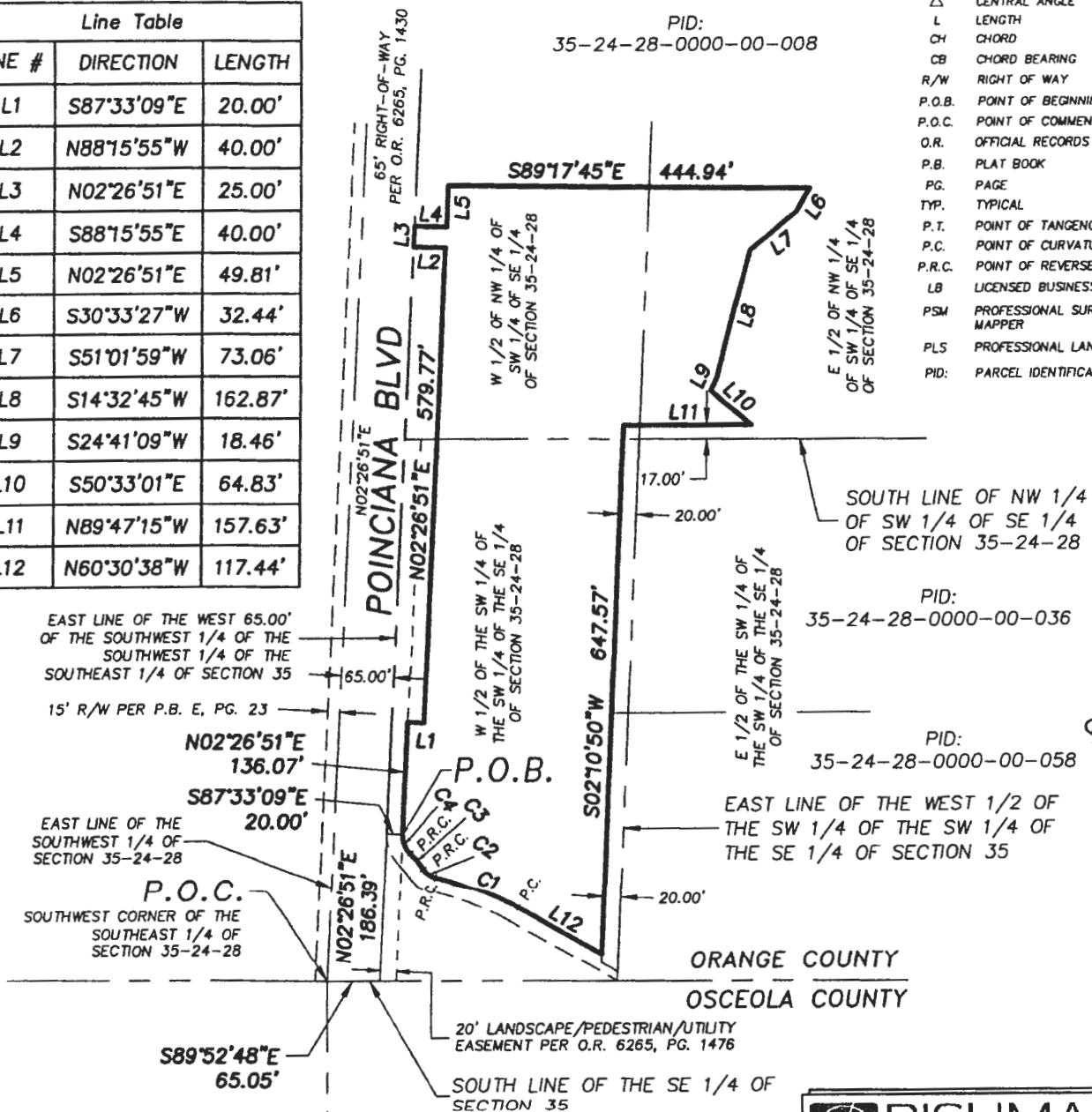
Curve Table					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	14°52'40"	425.00'	110.36'	N67°56'58"W	110.05'
C2	42°45'00"	26.00'	19.40'	N54°00'49"W	18.95'
C3	13°28'46"	106.00'	24.94'	N39°22'41"W	24.88'
C4	48°33'55"	30.00'	25.43'	N21°50'06"W	24.67'

Line Table		
LINE #	DIRECTION	LENGTH
L1	S87°33'09"E	20.00'
L2	N88°15'55"W	40.00'
L3	N02°26'51"E	25.00'
L4	S88°15'55"E	40.00'
L5	N02°26'51"E	49.81'
L6	S30°33'27"W	32.44'
L7	S51°01'59"W	73.06'
L8	S14°32'45"W	162.87'
L9	S24°41'09"W	18.46'
L10	S50°33'01"E	64.83'
L11	N89°47'15"W	157.63'
L12	N60°30'38"W	117.44'

LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

R	RADIUS
Δ	CENTRAL ANGLE
L	LENGTH
CH	CHORD
CB	CHORD BEARING
R/W	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
TYP.	TYPICAL
P.T.	POINT OF TANGENCY
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVE
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER
PLS	PROFESSIONAL LAND SURVEYOR
PID:	PARCEL IDENTIFICATION NUMBER



JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
DRAWING FILE: 18164-POINCIANA-F.DWG

SHEET 2 OF 2

EXHIBIT "F"
Page 22 of 41



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
UNITED GARDEN FL 33707 FAX NO. 407.905.8877

SKETCH OF DESCRIPTION SHEET 1 OF 2

DESCRIPTION:

A 40.00 FOOT STRIP OF LAND BEING A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35; THENCE RUN S89°47'15"E ALONG THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 138.20 FEET; THENCE RUN N00°12'45"E, 17.00 FEET; THENCE RUN N50°33'01"W, 64.83 FEET; THENCE RUN N24°41'09"E, 18.46 FEET; THENCE RUN N14°32'45"E, 98.87 FEET TO THE POINT OF BEGINNING; THENCE RUN N14°32'45"E, 40.29 FEET; THENCE RUN S68°35'44"E, 243.10 FEET TO THE EAST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN S01°54'46"W ALONG SAID EAST LINE, 42.43 FEET; THENCE RUN N68°35'44"W, 252.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.228 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE:	8/20/19
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A

DRAWING FILE: 18164-DE-E.dwg



ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

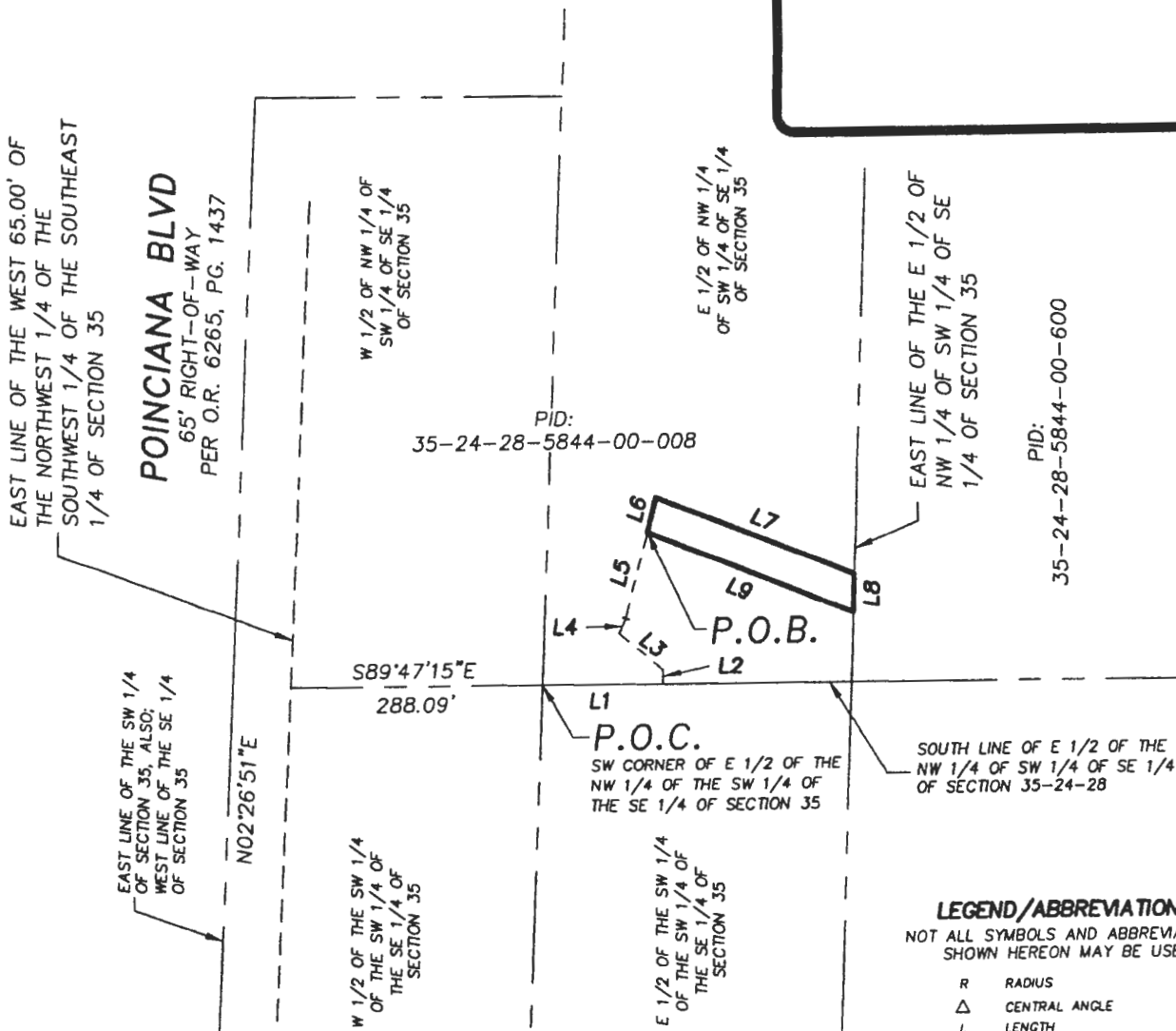
EXHIBIT "F"
Page 23 of 41



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION



SCALE 1"=200'

LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

- R RADIUS
- Δ CENTRAL ANGLE
- L LENGTH
- CH CHORD
- CB CHORD BEARING
- R/W RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- TYP. TYPICAL
- P.T. POINT OF TANGENCY
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVE
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR & MAPPER
- PLS PROFESSIONAL LAND SURVEYOR
- PID: PARCEL IDENTIFICATION NUMBER

Line Table		
LINE #	DIRECTION	LENGTH
L1	S89°47'15"E	138.20'
L2	N00°12'45"E	17.00'
L3	N50°33'01"W	64.83'
L4	N24°41'09"E	18.46'
L5	N14°32'45"E	98.87'
L6	N14°32'45"E	40.29'
L7	S68°35'44"E	243.10'
L8	S01°54'46"W	42.43'
L9	N68°35'44"W	252.45'



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
UNITED STATES OF AMERICA

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
DRAWING FILE: 18164.002.DWG

SHEET 2 OF 2

EXHIBIT "F"
Page 24 of 41

This Document Prepared by:
Jeffrey Sponenburg, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Return this Document to:
Real Estate Management Division
of Orange County, Florida
400 E. South St., 5th Floor
Orlando, FL 32801

Project: Poinciana Boulevard Extension

Parcel Id Nos.: 35-24-28-5844-00-871
35-24-28-5844-00-880
35-24-28-5844-01-050

SHARED USE POND EASEMENT AGREEMENT

THIS SHARED USE POND EASEMENT AGREEMENT (the "Agreement"), effective as of the latest day of execution (the "Effective Date"), is entered into by and between Poinciana FW, LLC, a Florida limited liability company, with its principal place of business at 5555 S. Kirkman Road, Ste. 201, Orlando, Florida 32819 ("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") (Owner and County may hereinafter be collectively referred to individually as a "Party" and collectively as the "Parties").

RECITALS:

In connection with Owner's commercial and/or residential development project (the "Development"), Owner is constructing a new storm water retention pond and associated drainage facilities and outfall structures (collectively, the "Pond Improvements") on Owner's real property, which real property is located in Orange County and more particularly described in the attached and incorporated **Exhibit "A"** (the "Owner's Property").

Owner, as successor-in-interest, and County are parties to that certain Poinciana Boulevard Extension Road Network Agreement, recorded in Official Records Book 5702, Page 3038 of the Public Records of Orange County, Florida, as modified by that certain Supplement to Poinciana Boulevard Extension Road Network Agreement,

Poinciana Boulevard Extension, dated _____, 2021, and recorded in Instrument _____, of the Public Records of Orange County, Florida (collectively, the "Road Agreement").

Pursuant to the Road Agreement, certain public roadway improvements known as the Poinciana Boulevard Extension (the "Roadway") are being constructed in the same general area as the Development.

Owner has requested that the Pond Improvements shall be used to serve both the Development and the Roadway, subject to the grant by Owner of certain rights to County, including certain easement interests, and to certain terms and conditions of such shared use, as set forth below.

Owner's predecessor-in-interest granted to County that certain Temporary Drainage Easement, recorded May 24, 2001, in Official Records Book 6265, Page 1441 of the Public Records of Orange County, Florida (the "Temporary Easement"). The easement rights granted by this Agreement shall constitute the permanent drainage easement in a location acceptable to County, as contemplated under the Temporary Easement and, therefore, such Temporary Easement is hereby terminated and is of no further force or effect.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Drainage Easement to County. Owner hereby grants to County a perpetual, non-exclusive easement for drainage purposes (the "Drainage Easement") over, under, upon, through, and across the real property more particularly described in **Exhibit "B,"** attached hereto and incorporated herein (the "Drainage Easement Area").
3. Construction of Pond Improvements. Owner shall design, engineer, permit, and construct the Pond Improvements, or shall cause same to occur, within the Drainage Easement Area at no cost or expense to County. Owner shall construct the Pond Improvements to County standards and in compliance with all applicable local, state, and

federal laws, rules, permits, and regulatory standards and requirements in a manner sufficient to adequately receive and process the anticipated capacity from both the Development and the Roadway. Owner and its heirs, successors, and assigns agree not to build, construct, or create, or permit others to build, construct, or create any building(s) or other structure(s) that may interfere with the normal operation or maintenance of the Pond Improvements.

4. Maintenance of the Pond Improvements. Owner hereby agrees, at no cost or expense to County, to inspect, maintain, repair, and replace, as necessary, all portions of the Pond Improvements (the "Pond Maintenance"), in perpetuity, to County's satisfaction, in accordance with County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements. County acknowledges that, in the interest of continuing the Pond Maintenance in perpetuity, Owner shall assign its maintenance obligations hereunder to the Poinciana Boulevard Property Owner's Association, Inc. (the "Association"), which Association joins in and consents to this Agreement to acknowledge its assumption of the Pond Maintenance obligation.

5. Failure to maintain. In the event Owner fails or refuses to perform the Pond Maintenance to County's satisfaction, County shall have the right, but not the obligation, to enter upon Owner's Property and perform such maintenance as County deems necessary, at Owner's expense. Owner hereby grants perpetual access over, upon, under, across, and through the Owner's Property as reasonably necessary for County to exercise its right to perform such maintenance (the "Pond Access Easement").

6. Permits and compliance; hazardous substances. Owner shall construct the Pond Improvements and perform all the Pond Maintenance in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements and shall ensure that all storm water discharges which are the subject of this Agreement shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Owner shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released from the Owner's Property into or upon the Pond Improvements. In the event of any discharge and/or release not in compliance, as noted herein, Owner shall have thirty (30) days after the discovery of such, whether by Owner, County, or another person or entity, to remedy such non-compliance. If the non-compliance is not remedied within such 30-day period, County may, but shall not be obligated to, enter upon Owner's Property to remedy the non-compliance, or cause same to occur, at Owner's expense.

7. Modification, reconfiguration, or relocation of Pond Improvements and/or Drainage Easement Area. Owner may, upon thirty (30) days prior notice to County and subject to prior written County consent, modify, reconfigure, and/or relocate the Pond Improvements and/or Drainage Easement Area, provided that County's drainage requirements are continuously maintained to County's satisfaction during and after any such modification, reconfiguration, and/or relocation. Any such modification, reconfiguration, and/or relocation shall be documented and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

8. Costs for Owner failure to maintain or remedy non-compliance. In the event County exercises its rights in response to Owner's failure or refusal to (i) perform the Pond Maintenance to County's satisfaction, as contemplated by Sections 3 and 4 herein, and/or (ii) remedy a non-compliance as contemplated by Section 5 herein, County may assess any and all costs and expenses incurred by County against Owner. Owner shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.

9. Covenants running with the land. All of the covenants, obligations, terms, agreements, and restriction set forth herein are intended to be, and shall be construed as, covenants running with the Owner's Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.

10. Continuing lien; delinquent payments. This Agreement shall serve as a continuing lien against the Owner's Property to secure payment to County of any costs incurred by County in exercising its rights to perform any actions which Owner has failed or refused to perform, including as contemplated by Sections 3, 4, 5, and 8, herein. In the event Owner fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Owner's asserted delinquency.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the Parties.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given, whether or not actually

received, as of the date and time the same are personally delivered; transmitted electronically (i.e., by telecopier device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

OWNER: Poinciana FW, LLC, a Florida limited liability company
5555 S. Kirkman Road, Suite 201
Orlando, Florida 32819
Attn: Randy Hodge

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: William A. Beckett, Esq.

County: Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: County Administrator

With a copy to: Orange County Public Works Department
4200 S. John Young Parkway
Orlando, FL 32839
Attn: County Engineer

13. Recordation. This Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

14. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year written below each signature.

“COUNTY”

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

WITNESSES:

Print Name: _____

Print Name: _____

“OWNER”

Poinciana FW, LLC,
a Florida limited liability company

BY: Intram Investments, Inc.,
a Florida corporation, its Manager

BY: _____
Rashid A. Khatib, President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by Rashid A. Khatib, President of Intram Investments, Inc., a Florida corporation, as Manager of Poinciana FW, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: _____

JOINDER AND CONSENT TO SHARED USE POND EASEMENT AGREEMENT

Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation, being granted certain rights by virtue of that certain Declaration of Covenants, Easements & Restrictions for Poinciana Boulevard Master Storm Water System and Sanitary Sewer System, recorded January 14, 2020, as Official Records Document No. 20200026208, of the Public Records of Orange County, Florida ("Declaration"), hereby joins in and consents to the execution and recording of the foregoing Shared Use Pond Easement Agreement and agrees that such Shared Use Pond Easement Agreement shall constitute a valid and lasting encumbrance on the Drainage Easement Area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Poinciana Boulevard Property Owners'
Association, Inc., a Florida not-for-profit
corporation

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____, as _____ of Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the entity. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: _____

JOINDER AND CONSENT TO SHARED USE POND EASEMENT AGREEMENT

Martni Mac Partners, LLC, a Florida limited liability company, being granted certain rights by virtue of that certain Declaration of Covenants, Easements & Restrictions for Poinciana Boulevard Master Storm Water System and Sanitary Sewer System, recorded January 14, 2020, as Official Records Document No. 20200026208, of the Public Records of Orange County, Florida ("Declaration"), hereby joins in and consents to the execution and recording of the foregoing Shared Use Pond Easement Agreement and agrees that such Shared Use Pond Easement Agreement shall constitute a valid and lasting encumbrance on the Drainage Easement Area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Martni Mac Partners, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Rashid A. Khatib, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__ by Rashid A. Khatib, as Manager of Martni Mac Partners, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: _____

Exhibit "A"
(Page 1 of 1)

Legal description of Owner's Property

A parcel of land being a portion of Tracts 87, 88, 105, the North 1/2 of Tract 106, the North 1/2 of Tract 120 and a portion of the 30.00 foot wide right of way of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida, more particularly described as follows:

Begin at the Southwest corner of said Tract 87 and run North 02 degrees 09 minutes 06 seconds East, along the West line of said Tract 87, for a distance of 170.11 feet; thence run South 89 degrees 53 minutes 29 seconds East for a distance of 560.25 feet to a point of curvature of a curve concave Southerly and having a radius of 46.00 feet; thence through a delta angle of 49 degrees 25 minutes 20 seconds, run Southeasterly along the arc of said curve for a distance of 39.68 feet to a point of reverse curvature of a curve concave Northeasterly and having a radius of 86.00 feet; thence, through a delta angle of 14 degrees 34 minutes 03 seconds, run Southeasterly along the arc of said curve for a distance of 21.87 feet to a point of reverse curvature of a curve concave Southwesterly and having a radius of 46.00 feet; thence through a delta angle of 50 degrees 46 minutes 10 seconds, run Southeasterly along the arc of said curve for a distance of 40.76 feet to a point of compound curvature of a curve concave to the West and having a radius of 2043.00 feet; thence through a delta angle of 06 degrees 30 minutes 16 seconds run South along the arc of said curve for a distance of 231.93 feet to a point of tangency, thence run South 02 degrees 14 minutes 15 seconds West along the East line of said Tracts 105 and 120, for a distance of 885.43 feet to the Southeast corner of the North 1/2 of said Tract 120; thence run South 89 degrees 58 minutes 02 seconds West, along the South line of said North 1/2, for a distance of 314.89 feet to the Southwest corner of said North 1/2; thence run North 02 degrees 11 minutes 41 seconds East along the West line of said Tracts 120 and 105, for a distance of 665.31 feet to the Southeast corner of the North 1/2 of said Tract 106; thence run North 89 degrees 56 minutes 19 seconds West, along the South line of said North 1/2, for a distance of 330.38 feet to the Southwest corner of said North 1/2; thence run North 02 degrees 09 minutes 06 seconds East, along the West line of said Tract 106 and the Northerly extension of said West line, for a distance of 347.93 feet to the Point of Beginning.

Exhibit "B"
(Page 1 of 7)

Legal description and sketch of description
of Drainage Easement Area

SKETCH OF DESCRIPTION SHEET 1 OF 2

DESCRIPTION:

A PORTION OF TRACTS 105 AND 106, MUNGER LAND COMPANY SUBDIVISION IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "E", PAGE 23 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 106; THENCE RUN S02°21'40"W ALONG THE WEST LINE OF SAID TRACT 106, 169.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N87°40'30"E, 159.06 FEET; THENCE RUN S89°42'54"E, 295.44 FEET; THENCE RUN S07°44'15"E, 26.91 FEET; THENCE RUN S05°24'30"W, 119.81 FEET; THENCE RUN S01°51'11"W, 149.31 FEET; THENCE RUN N88°04'41"W, 123.40 FEET TO THE EAST LINE OF TRACT 106; THENCE RUN N02°24'15"E ALONG SAID EAST LINE, 120.79 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF TRACT 106; THENCE RUN N89°42'54"W ALONG SAID SOUTH LINE, 330.36 FEET TO THE WEST LINE OF TRACT 106; THENCE RUN N02°21'40"E ALONG SAID WEST LINE, 163.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.120 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE:	8/20/19
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A

DRAWING FILE: 18164-POND-W.dwg



ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

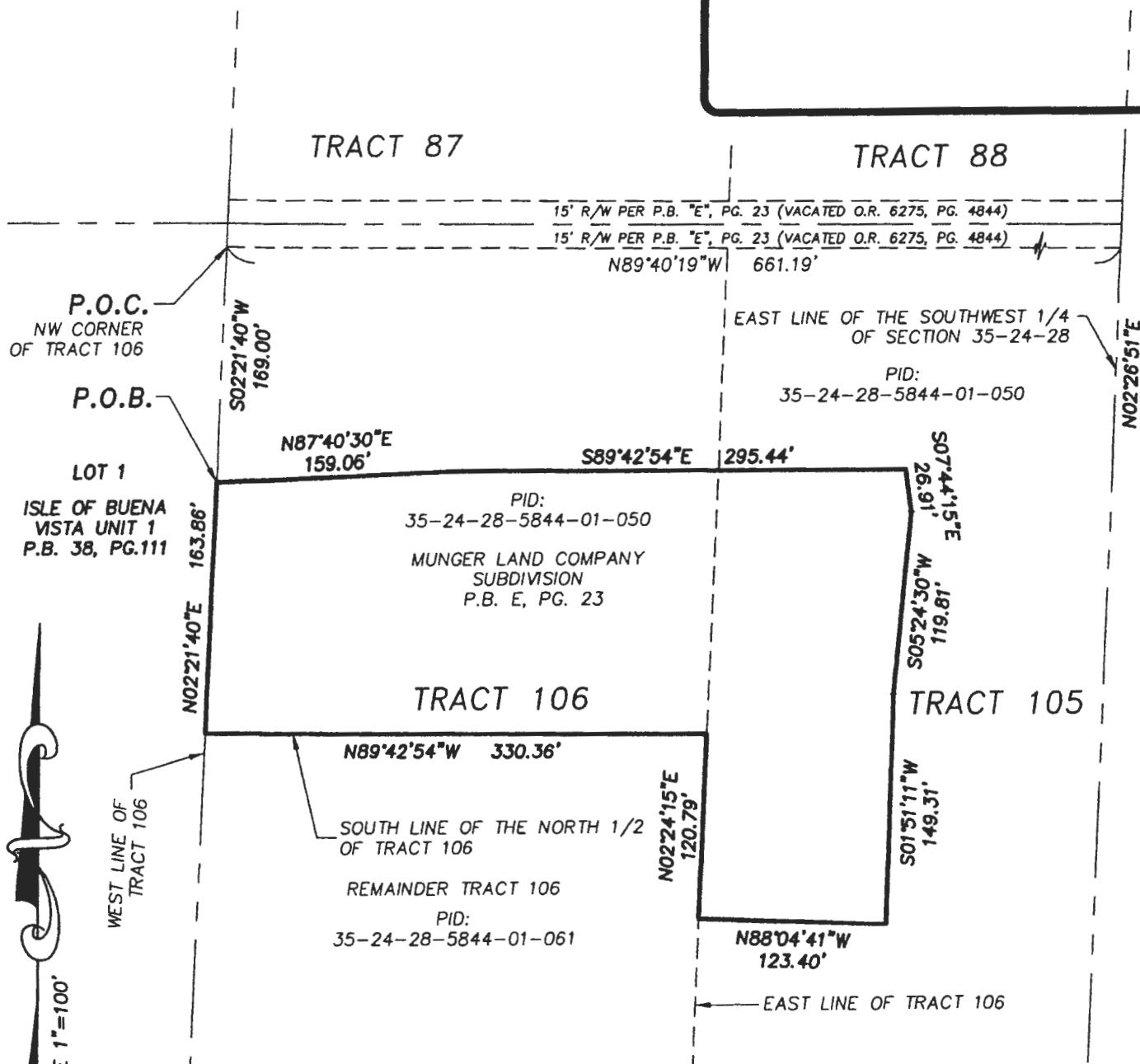
EXHIBIT "F"
Page 36 of 41



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION



LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

R RADIUS
 Δ CENTRAL ANGLE
 L LENGTH
 CH CHORD
 CB CHORD BEARING
 R/W RIGHT OF WAY
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 O.R. OFFICIAL RECORDS BOOK

P.B. PLAT BOOK
 PG. PAGE
 TYP. TYPICAL
 P.T. POINT OF TANGENCY
 P.C. POINT OF CURVATURE
 P.R.C. POINT OF REVERSE CURVE
 LB LICENSED BUSINESS
 PSM PROFESSIONAL SURVEYOR & MAPPER
 PLS PROFESSIONAL LAND SURVEYOR
 PID: PARCEL IDENTIFICATION NUMBER



JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
 DRAWING FILE: 18164-BOND-WDWC

SHEET 2 OF 2

EXHIBIT "F"
 Page 37 of 41

CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
 UNITED STATES OF AMERICA

SKETCH OF DESCRIPTION SHEET 1 OF 2

DESCRIPTION:

A 30.00 FOOT STRIP OF LAND BEING A PORTION OF TRACTS 87 AND 106, MUNGER LAND COMPANY SUBDIVISION IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "E", PAGE 23 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 106; THENCE RUN S02°21'40"W ALONG THE WEST LINE OF SAID TRACT 106, 169.00 FEET; THENCE RUN N87°40'30"E, 30.10 FEET; THENCE RUN N02°21'40"E, 352.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF POINCIANA BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 6265, PAGE 1430, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°41'22"W ALONG SAID SOUTH RIGHT OF WAY LINE, 30.02 FEET TO THE WEST LINE OF AFORESAID TRACT 87; THENCE RUN S02°21'40"W ALONG SAID WEST LINE, 184.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.243 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE:	8/20/19
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A

DRAWING FILE: 18164-DE-N.DWG



ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

EXHIBIT "F"

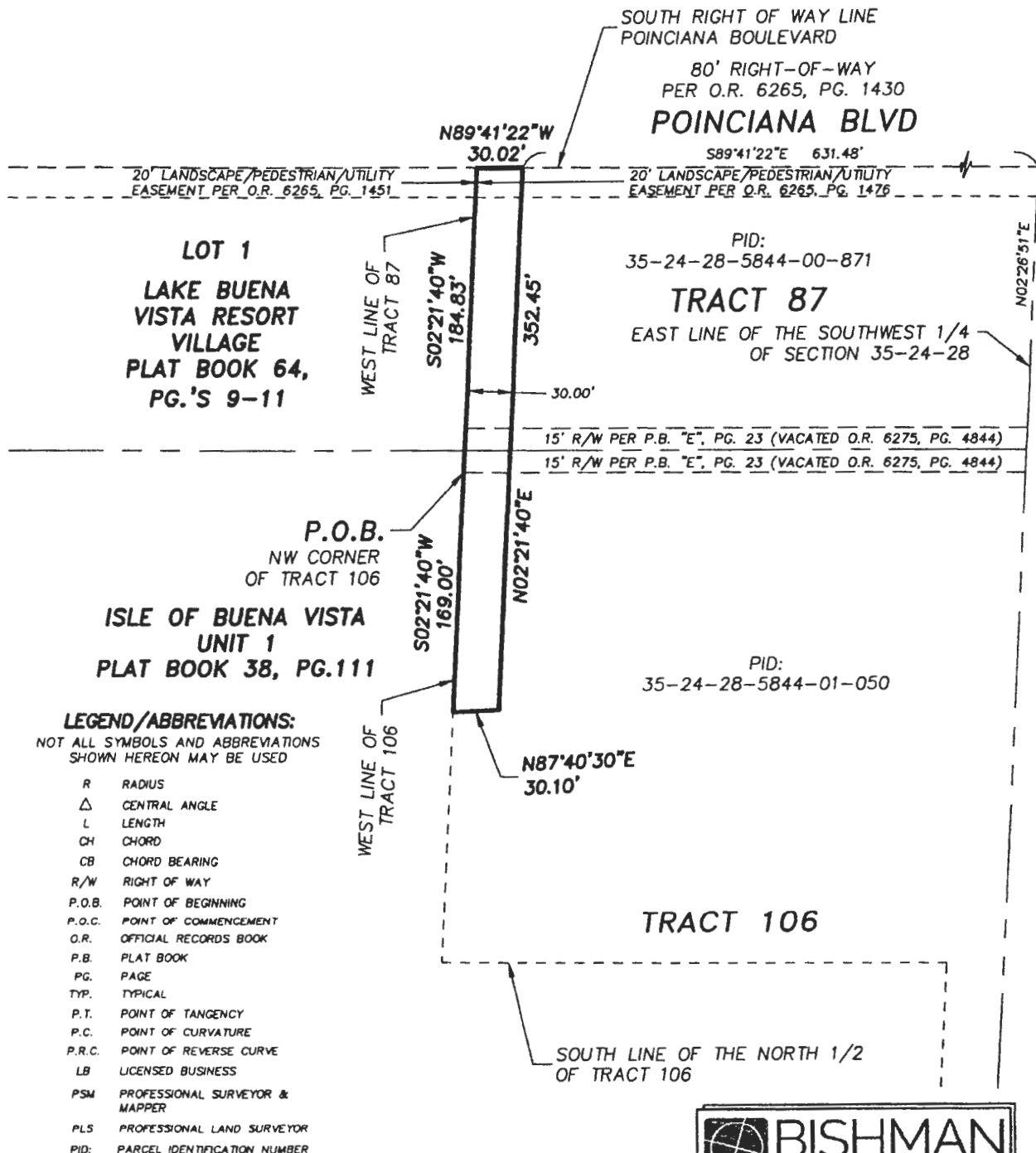
Page 38 of 41



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
UNITED GARDEN B 14787 Fax No. 407.905.8878

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
DRAWING FILE: 18164-DE-N.DWG

SHEET 2 OF 2

EXHIBIT "F"
Page 39 of 41

SKETCH OF DESCRIPTION SHEET 1 OF 2

DESCRIPTION:

A 25.00' STRIP OF LAND BEING A PORTION OF TRACT 105, MUNGER LAND COMPANY SUBDIVISION IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "E", PAGE 23 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF TRACT 105; THENCE RUN S02°24'15"W ALONG THE WEST LINE OF TRACT 105, 120.79 FEET; THENCE RUN S88°04'41"E, 123.40 FEET; THENCE RUN N01°51'11"E, 43.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°51'11"E, 25.04 FEET; THENCE RUN S85°02'41"E, 141.57 FEET; THENCE RUN S88°15'55"E, 50.93 FEET TO THE EAST LINE OF TRACT 105; THENCE RUN S02°26'51"W ALONG SAID EAST LINE, 25.00 FEET; THENCE RUN N88°15'55"W, 51.32 FEET; THENCE RUN N85°02'41"W, 140.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.110 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
FIELD BY: N/A
FIELD BOOK: N/A
PAGES: N/A
FIELD FILE: N/A

DRAWING FILE: 18164-DE-W.dwg



ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

EXHIBIT "F"

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CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION

Line Table		
LINE #	DIRECTION	LENGTH
L1	S02°24'15"W	120.79'
L2	S88°04'41"E	123.40'
L3	N01°51'11"E	43.88'
L4	N01°51'11"E	25.04'
L5	S85°02'41"E	141.57'
L6	S88°15'55"E	50.93'
L7	S02°26'51"W	25.00'
L8	N88°15'55"W	51.32'
L9	N85°02'41"W	140.92'

PID:
35-24-28-5844-01-050

PID:
35-24-28-5844-01-050

P.O.C.
NORTHWEST CORNER OF THE
SOUTH 1/2 OF TRACT 105
TRACT 106

MUNGER LAND COMPANY
SUBDIVISION
P.B. E, PG. 23

TRACT 105

SOUTH LINE OF THE NORTH 1/2
OF TRACT 106
WEST LINE OF TRACT 105

NORTH LINE OF THE SOUTH 1/2
OF TRACT 105

TRACT 106
MUNGER LAND COMPANY
SUBDIVISION
P.B. E, PG. 23

PID:
35-24-28-5844-01-061

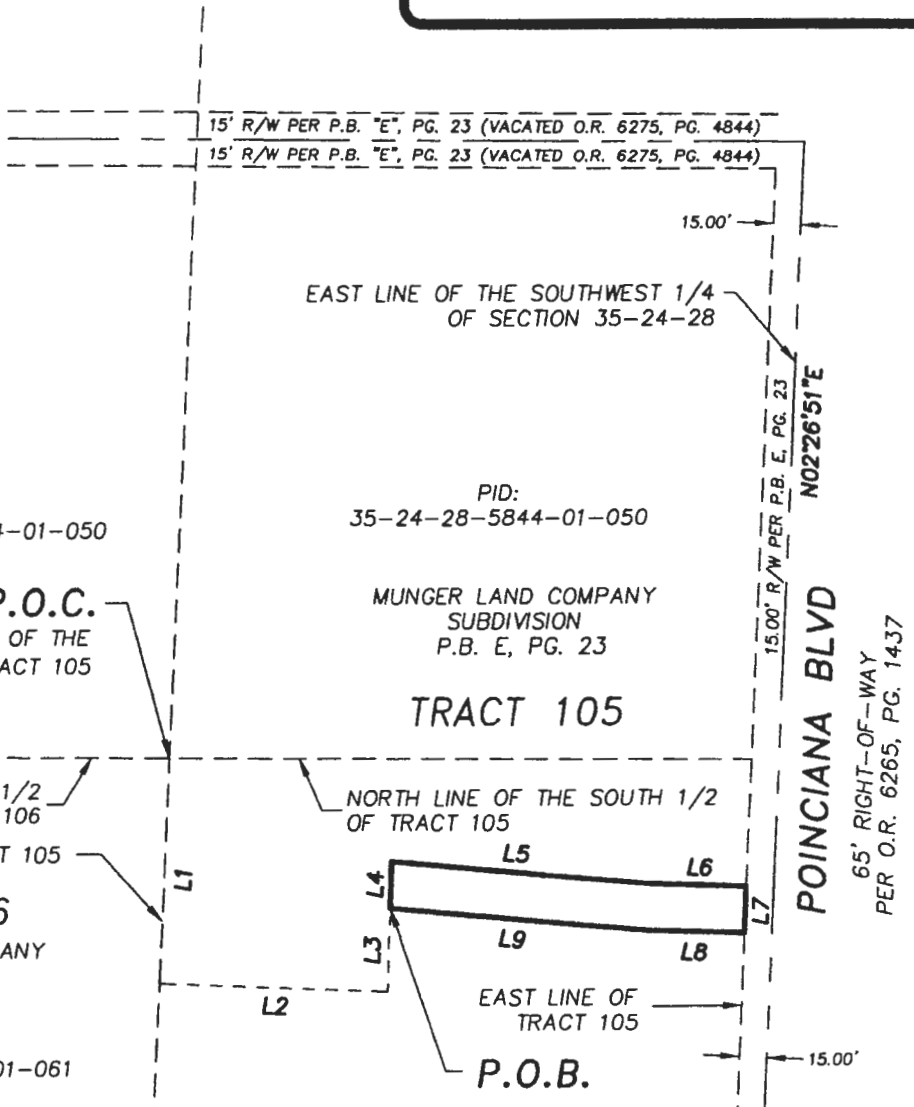
LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS
SHOWN HEREON MAY BE USED

R RADIUS
Δ CENTRAL ANGLE
L LENGTH
CH CHORD
CB CHORD BEARING
R/W RIGHT OF WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
TYP. TYPICAL

P.T. POINT OF TANGENCY
P.C. POINT OF CURVATURE
P.R.C. POINT OF REVERSE CURVE
N.T. NOT TANGENT
LB LICENSED BUSINESS
PSM PROFESSIONAL SURVEYOR &
MAPPER
PLS PROFESSIONAL LAND SURVEYOR
PID: PARCEL IDENTIFICATION NUMBER

SCALE 1"=100'



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
UNITED CAROLINA, N.C. 27707 Fax No. 407.905.8876

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
DRAWING FILE: 18164 DE 10000

SHEET 2 OF 2

EXHIBIT "F"
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