




Interoffice Memorandum

AGENDA ITEM

February 20, 2022

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

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

**CONTACT PERSON: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190**

SUBJECT: March 8, 2022 – Consent Item
Multi-Family Affordable Housing Developer's Agreement for
Impact Fee Exemption (Sandpiper Glen)

On June 22, 2021, Orange County adopted Ordinance No. 2021-29, which, among other things, provides the opportunity for exemption from the payment of transportation impact fees for certain affordable housing projects in accordance with Section 163.31801, Florida Statutes. Orlando Leased Housing Associates XIII, LLLP ("Developer") is the owner of a certain tract of real property upon which it plans to construct a multi-family affordable housing project known as Sandpiper Glen, (the "Project"). As such, the Developer requested to enter into the Multi-family Affordable Housing Developer's Agreement for Impact Fee Exemption (the "Agreement") by and between the County and the Developer, in order to be exempted from the payment of transportation impact fees

The Project will consist of 288 rental units, all of which will be affordable to senior households earning 60% or less of the area median income. The property is located at 8780 Donnybrook Drive, Orlando, Florida. On November 3, 2021, Orange County Housing Finance Authority (OCHFA) approved multi-family tax exempt funding for the construction of the Project, which requires the Project to be affordable and rent restricted for 15 years. The Developer has exceeded the definition of "affordable" in accordance with Section 163.31801, Florida Statutes (2021), and provided documentation of such to the County's satisfaction prior to receiving any impact fee exemptions.

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March 8, 2022 – Consent Item

Multi-family Affordable Housing Developer's Agreement for
Impact Fee Exemption (Sandpiper Glen)

Upon execution of this agreement and assuming continued compliance with the terms thereof, the Developer shall have documented the affordability of the Project to the County's satisfaction. Only units that are defined as "affordable units" shall be entitled to an exemption from transportation impact fees. The total amount of transportation impact fees exempted under the Agreement is \$639,360.

As a senior housing project, the project is exempt from the payment of school impact fees pursuant to Section 23-161(6) of Orange County Code.

The County Attorney's Office has reviewed the agreement as to form.

ACTION REQUESTED: Approval and execution of Multi-family Affordable Housing Developer's Agreement for Impact Fee Exemption (Sandpiper Glen) by and between Orange County, Florida, and Orlando Leased Housing Associates XIII, LLLP providing an exemption in the amount of \$639,360 in transportation impact fees for a 288-unit senior affordable housing multi-family development. District 3

JVW:MG

Attachment

BCC Mtg. Date: March 08, 2022

Instrument prepared by:
M. Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

Return to:
Orange County Housing
and Community Development Division
525 E. South Street
Orlando, FL 32801-2891

**MULTI-FAMILY AFFORDABLE HOUSING
DEVELOPER'S AGREEMENT FOR IMPACT FEE EXEMPTION
(SANDPIPER GLEN)**

THIS MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR IMPACT FEE EXEMPTION (the "Agreement") is entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose address is 525 East South Street, Orlando, FL 32801, (the "County"), and ORLANDO LEASED HOUSING ASSOCIATES XIII, LLLP, a Florida limited liability limited partnership, whose address is 2001 West Blue Heron Blvd., Riviera Beach, FL 33404 (the "Developer").

RECITALS

WHEREAS, the Developer owns that certain tract of real property, as described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Developer intends to develop a multi-family rental senior affordable housing project to be known as Sandpiper Glen, (the "Project") on the Property; and

WHEREAS, the County finds creating affordable housing opportunities for low to extremely low-income residents of Orange County, Florida to be a valid public purpose under the laws of Florida; and

WHEREAS, in accordance with Section 163.31801, F.S., as may be amended from time to time, the County adopted Ordinance No. 2021-29, which, in part, provided an opportunity for exemption from the payment of transportation impact fees for certain affordable housing projects; and

WHEREAS, the County supports the exemption of all or a portion of school and transportation impact fees for the purpose of providing affordable rental units for lower income Orange County residents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein as a material part of this Agreement.

Section 2. Definitions. In construing this Agreement, the following words, phrases and terms shall have the following meanings, unless the context requires otherwise:

- A. *Affordable* shall be defined as a rental development in which a minimum of forty percent (40%) of the units must be rented to a household whose annual income does not exceed sixty percent (60%) of the area median income.
- B. *Affordable Units* shall be defined as those rental units described in Section 3 hereof.
- C. *Orlando Metropolitan Statistical Area ("MSA")* shall include the counties of Orange, Lake, Seminole, and Osceola as well as the municipalities within their respective jurisdictions.
- D. *Senior Housing* shall be defined for purposes of this Agreement as housing that prohibits permanent residence (longer than 90 days) by persons under the age of eighteen (18) by recorded deed restriction, recorded declaration of covenants and restrictions, recorded plat restrictions, or other restrictions provided by law, and which qualifies as one of the three (3) types of communities designed for older persons as "housing for older persons" in the Housing for Older Persons Act, 42 U.S.C. § 3607(b).

Section 3. Scope of Project.

The Project shall consist of two hundred eighty eight (288) multi-family senior housing units in total. One hundred percent (100%) of the units shall be rented to households with income equal to or less than 60% of the MSA median income.

Section 4. Payment of Law Enforcement, Fire/Rescue, and Parks and Recreation Impact Fees.

The Developer shall make payment of all law enforcement, fire/rescue, parks and recreation impact fees, and sewer and water connection fees upon submittal of their building permit application in accordance with the applicable provisions of Chapter 23, Impact Fees, Orange County Code. The Project is currently exempt from the payment of school impact fees, as a senior housing project, pursuant to Section 23-161(6).

Section 5. Exemption of Payment of Transportation Impact Fees .

- A. Section 23-98(a)(11) of Article IV, Chapter 23, Orange County Code, provides that the payment of Transportation Impact Fees shall be exempted for housing that meets or exceeds the definition of "affordable" pursuant Section 163.31801(11), Florida Statutes, 2021, provided the level and duration of such affordability is documented to the County's satisfaction prior to the granting of any impact fee exemption.
- B. Upon execution of this Agreement, and assuming continued compliance with the terms hereof, the Developer shall have documented the affordability of the Project to the County's satisfaction; provided, however, that only those units defined as

Affordable Units hereunder shall be entitled to an exemption from Transportation Impact Fees. The total amount of Impact Fees exempted under this agreement is Six Hundred Thirty-Nine Thousand Three Hundred Sixty and 00/100 Dollars (\$639,360.00).

Section 6. Restrictive Covenant.

- A. The Developer acknowledges that this Agreement creates a restrictive covenant and that such covenant shall run with the Property.
- B. The Developer, its successors and assigns shall utilize the Property for the rental of two hundred eighty-eight (288) multi-family senior housing units. In order to be deemed affordable, a minimum of forty percent (40%) of the units must be rented to a household whose annual income does not exceed sixty percent (60%) of the Orlando Metropolitan Statistical Area (MSA) median income. For this Project specifically, one hundred percent (100%) of the 288 units shall be rented to households whose annual income does not exceed sixty percent (60%) of the Orlando MSA. Rent levels of the 288 units shall be in accordance with Section 42 of the Internal Revenue Code of 1986, as amended, and Section 8 of this Agreement, for a period of fifteen (15) years from the date of issuance of the first certificate of occupancy for the Project. Provided further, however, that Developer's construction loan lender, permanent loan lender, or any subsequent mortgagee shall, at its option, have the right to foreclose on the Property with this restrictive covenant in place or, in the alternative, to pay to the County, the principal amount of Six Hundred Thirty-Nine Thousand Three Hundred Sixty and 00/100 Dollars (\$639,360.00) in order to obtain from the County a release of the restrictive covenant provisions as set forth herein. Developer's construction loan lender, permanent loan lender or any subsequent mortgagee shall pay for the cost of recording any such release and any other expenses incident thereto.

Section 7. Income Verification.

- A. The Developer shall verify the household income of the occupants of the Affordable Units prior to the initial occupancy of such units. Income verifications shall be performed for such units on an annual basis thereafter.
- B. The Developer shall maintain complete and accurate records of the income for each of the qualifying occupants and the rents charged for the Affordable Units. All records shall be maintained in accordance with Chapter 67-37, Florida Administrative Code, or the HUD income limits, whichever is more restrictive. The Developer shall permit any duly authorized representative of Orange County to inspect the books and records upon reasonable notice.
- C. The Developer shall furnish to the County's Housing and Community Development Division an Annual Report demonstrating all Affordable Units are in compliance with this Agreement. Similar reports required by Florida Housing Finance Corporation may be used to satisfy this requirement. Copies shall be submitted on

annual basis subsequent to the issuance of the first certificate of occupancy for the Project.

Section 8. Rents, Lease Provisions, and Administration.

- A. The Developer agrees that the initial gross rents charged for the Affordable Units shall comply with the gross rent restrictions established by the Florida Housing Finance Corporation, or the HUD income limits, whichever is more restrictive, and shall not exceed thirty percent (30%) of the imputed income limitation applicable to each Affordable Unit adjusted for family size and number of bedrooms in accordance with Section 42(g)(2)(c) of the Internal Revenue Code of 1986, as amended. For purposes of this Agreement, gross rent shall include a utility allowance in accordance with Section 42(g)(2)(B) (ii) of the Internal Revenue Code of 1986, as amended.
- B. The Developer may, for good cause, refuse to rent the Affordable Units to individuals or families who otherwise meet the income and eligibility guidelines set forth herein. Good cause may include, but shall not be limited to, the failure of the Developer to comply with the terms and conditions of past rental agreements and/or the failure of the Developer to qualify as a tenant under the Project's use as "housing for older persons" as defined in 42 U.S.C. 3607(b).
- C. For purposes of complying with the requirements of this Agreement, if the income of an individual or family renting an Affordable Unit initially meets the applicable income limitation at the commencement of occupancy of the unit, the income of such individual or family shall be treated as continuing to not exceed the applicable income limits so long as the rent charged for such Affordable Unit remains in accordance with the gross rent restrictions established by the Florida Housing Finance Corporation and this Section 8. The preceding sentence shall cease to apply to any individual or family whose income, as of the most recent determination, exceeds one hundred- forty percent (140%) of the applicable income limit, if after such determination, but before the next income determination, any Affordable Unit of comparable or smaller size in the building is occupied by a new resident whose income exceeds the applicable income limit for very low or low income tenants as defined in Orange County Administrative Regulation No. 4.08, as may be amended from time to time, or the HUD Regulations, whichever is more restrictive.
- D. Developer shall not be deemed to have breached this Agreement if, in verifying the household income of the occupants of the Affordable Units, Developer (i) has relied in good faith upon information supplied to Developer by the occupant; (ii) has no reason to believe such information is false; and (iii) shall have complied with all requirements of this Agreement with respect to verification of household income.
- E. Notwithstanding anything contained herein to the contrary, in the event that the requirements set forth in this Section 8 shall in any manner conflict with the provisions of Section 42 of the Internal Revenue Code of 1986, as may be amended from time to time, the provisions of the Internal Revenue Code shall control.

- F. The Developer or its management company shall obtain a certification of income for each prospective tenant prior to admission to the Project. Source documentation for each adult household member shall be obtained to support income claims. The form of Certification shall be as required by the FHFC. Should the annual income recertification of such households result in non-compliance with income occupancy requirements, the next available unit must be rented to a qualifying household in order to ensure continuing compliance of the Project.
- G. The Developer shall not discriminate against any person or family on the grounds of race, color, national origin, religion, familial status, sex, sexual orientation or disability. The Developer shall comply with the applicable provisions of the Human Rights Ordinance Chapter 22 of the Orange County Code, including, but not limited to, the Fair Housing provisions contained in Article IV, thereof. The Developer shall abide by the following, except as it may otherwise be exempt under the Fair Housing provisions contained in Article IV of Chapter 22 of the Orange County Code:
1. The Developer shall provide rental information and attract eligible persons in the housing market area without regard to race, color, national origin, religion, sex, sexual orientation, or disability.
 2. The Developer shall employ the Equal Housing Opportunity slogan, logo or statement in all solicitations for tenants and posters with the fair housing logo will be prominently displayed at the Project.
 3. The Developer shall maintain records of its affirmative marketing efforts and keep them available for review by the County's Housing and Community Development Division staff.
 4. The Developer shall assess the success of its affirmative action efforts and when applicable, undertake all necessary corrective actions as mandated by the County, when affirmative marketing requirements are not met.
- H. The Developer shall not evict or terminate the tenancy of any tenant of any unit within the Project other than for good cause, and shall not increase the gross rent with respect to any Affordable Unit in excess of the amount allowed herein.

Section 9. Default; Remedies.

- A. If the Developer breaches any provision set forth in this Agreement, other than the affordability levels contained in Section 6 and the rental requirements contained in Section 8.A., the Developer shall cure the breach within thirty (30) days of receiving notice of such breach. In the event that the Developer is unable to cure the breach within the allotted thirty (30) days, the Developer shall request an extension of time not to exceed ninety (90) days. Any such request for extension shall be made in writing and shall be submitted to the County within the first thirty (30) days' time period. In such instances where the Developer is unable to correct the breach within the allotted thirty (30) day time period, the Developer shall

commence such correction(s) within the ninety (90) days, and thereafter diligently pursue the same to completion within such period. In the event that the Developer fails to comply with the requirements of this Section, the Developer shall pay to the County the principal amount of Six Hundred Thirty-Nine Thousand Three Hundred Sixty and 00/100 Dollars (\$639,360.00) which is equal to the total sum of impact fees exempted pursuant to Section 5, hereof. Upon full repayment by the Developer to the County of the total sum of the exempted impact fees, this Agreement shall become null and void and shall automatically terminate.

- B. If the Developer rents any of the Affordable Units to individuals or families whose income is not in accordance with the affordability level provided for in Section 6 of this Agreement or rents any such unit above the applicable rental rate required in Section 8.A., the Developer shall be deemed to be in default of this Agreement resulting in the disqualification of the Affordable Units. Upon the disqualification of any Affordable Unit(s), Developer shall pay to the County the principal amount of Six Hundred Thirty-Nine Thousand Three Hundred Sixty and 00/100 Dollars (\$639,360.00) which is equal to the total sum of impact fees exempted pursuant to Section 5, hereof. Upon full repayment by the Developer to the County of the total sum of the exempted impact fees, this Agreement shall become null and void and shall automatically terminate.
- C. In addition to any other remedies contained herein, in the event of a breach of any material term of this Agreement, the County may avail itself of any remedy available at law or equity.

Section 10. Foreclosure.

- A. If Developer's construction loan lender, permanent loan lender, or any subsequent mortgagee (other than HUD) forecloses on the Property, such lender or subsequent mortgagee shall, at its option, have the right to foreclose with the restrictive covenant contained in Section 6 in place or, in the alternative, pay to the County the principal amount of Six Hundred Thirty-Nine Thousand Three Hundred Sixty and 00/100 Dollars (\$639,360.00) in order to obtain from the County a release of the restrictive covenant provision contained herein.
- B. Developer's construction loan lender, permanent loan lender, or any subsequent first mortgagee (other than HUD), shall pay for the cost of recording any such release and any other expenses incident thereto. To the extent required by law, the rights, duties, and obligations in this Agreement shall be subordinate to the provisions of the first mortgage.

Section 11. Sale or Transfer of the Project or any Building. The Developer shall not sell, exchange, assign, convey, transfer or otherwise dispose of the Property, the Project, or any building in the Project without prior written notice to the County.

Section 12. Waiver of Breach. Waiver of breach of one covenant or condition of this Agreement is not a waiver of breach of other covenants and conditions of this Agreement, or of a subsequent breach of the waived covenants or conditions.

Section 13. Applicable Law. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Any and all legal action necessary to enforce the provisions of this Agreement will be held in Orange County, Florida. Venue for any litigation involving this Agreement shall be the Circuit Court in and for Orange County, Florida.

Section 14. Notices. Any notices required or allowed hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) national express air courier, provided such courier maintains written verification of actual delivery; (c) facsimile, or (d) U.S. Mail, Certified, Return Receipt Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the facsimile transmission occurs or if such date is not a business day on the business day immediately following the date on which the facsimile transmission occurs. Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

DEVELOPER: Orlando Leased Housing Associates XIII, LLLP
2001 West Blue Heron Blvd
Riviera Beach, FL 33404
Attn: Devon Quist

COPY: Winthrop & Weinstine P.A. (NDM)
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attn: Neil Mahoney

COUNTY: Orange County
Housing and Community Development Division
525 East South Street
Orlando, FL 32801
Attn: Manager

COPY: County Administrator
Orange County Administration
201 S. Rosalind Ave, 5th floor
Orlando, Florida 32802

Section 15. Incorporation of County Policies. This Agreement shall be read in conjunction with and be subject to all applicable County regulations, policies, resolutions and

ordinances; such County regulations, policies, resolutions, and ordinances are incorporated herein by reference.

Section 16. Termination of Approvals. The County shall, in its sole discretion, have the right to terminate all approvals and acceptances granted by this Agreement in the event Developer fails to comply with any of the terms and conditions of this Agreement. All approvals granted by this Agreement are conditioned upon the continued compliance with the terms of this Agreement as well as the payment of the applicable impact fees at the appropriate time, including the payment of school and transportation impact fees as outlined in Section 5 hereof.

Section 17. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the County and Developer and no right or cause of action shall accrue to or for the benefit of any third party.

Section 18. Assignment. The County shall have the right to assign or transfer this Agreement in whole or in part to any properly authorized commission, authority, or other public agency empowered by law to serve the unincorporated area of Orange County. The Developer shall not assign, sell, bargain, convey or transfer its interest in this Agreement without the prior notice to the County.

Section 19. Recordation of the Agreement. The parties hereto agree that a fully executed original of this Agreement shall be recorded, at Developer's expense, in the Public Records of Orange County, Florida. The obligations imposed in this Agreement shall be deemed a restrictive covenant which shall run with the Property and shall be binding upon Developer's successors and assigns. The County or any successor agency or entity will, from time to time and upon the request of the Developer, execute and deliver estoppel letters affirming the status of this Agreement.

Section 20. Severability. If any sentence, phrase, paragraph, provision, or portion of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity or the balance of this Agreement.

Section 21. Entire Agreement and Modification. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved and executed by the authorized representatives of the respective parties.

Section 22. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relations of principal/agent, employer/employee, or joint venture partnership between the parties.

Section 23. Land Use Approvals. This Agreement shall not be construed as granting, assuring, or in any way indicating any future grant of any land use, zoning, or density approvals, development approvals, permissions, or rights with respect to the Property.

Section 24. Effective Date; Term. This Agreement shall become effective upon the date of full execution by the authorized representatives of the Developer and the County, and,

except as otherwise set forth in Section 9 hereof, shall terminate fifteen (15) years from the date of issuance of the first certificate of occupancy for the Project.

Section 25. Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

Section 26. Counterpart Signatures. This Agreement may be executed in one or more counterparts, all of which shall constitute, collectively, one and the same instrument.

***(REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW)***

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

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners



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

Date: March 8, 2022

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

BY: *Katell Smith*
Deputy Clerk

(ADDITIONAL SIGNATURE PAGES TO FOLLOW)

“DEVELOPER”

**ORLANDO LEASED HOUSING
ASSOCIATES XIII, LLLP, a Florida
limited liability limited partnership**

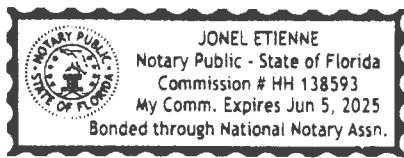
By: The Partnership, Inc., a Florida not for profit corporation, its General Partner

By: *Hugh Jacobs*
Name: Hugh Jacobs
Title: Executive Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, a Notary Public, by means of physical presence or online notarization this 25 day of January, 2022, by Hugh Jacobs, as Executive Vice President of The Partnership, Inc., as General Partner of Orlando Leased Housing Associates XIII, LLLP, a Florida limited liability limited partnership, on behalf of said limited liability limited partnership, who is personally known to me or has produced (type of identification) _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of January, 2022.



J. Etienne
Notary Public
My Commission Expires: June 5, 2025
Printed Nam Jonel Etienne

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

PARCEL 1: (COMPRISED OF PARCEL 1A, PARCEL 1B AND PARCEL 1C HEREINBELOW)

PARCEL 1A:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR HIGHWAY 50;

LESS COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 658.84 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN SOUTH 0 DEGREES 41 MINUTES 18 SECONDS EAST, ALONG THE WEST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 110.93 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 50, SECTION 75060-2504 AND THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 24 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 50, SECTION 75060-2504, FOR 329.53 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN SOUTH 0 DEGREES 45 MINUTES 26 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 970.18 FEET TO A POINT, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 666.20 FEET AND WHOSE TANGENT BEARS SOUTH 39 DEGREES 44 MINUTES 13 SECONDS WEST; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 25 MINUTES 35 SECONDS FOR 86.35 FEET TO A POINT OF INTERSECTION WITH A LINE WHICH BEARS SOUTH 12 DEGREES 29 MINUTES 50 SECONDS WEST; THENCE RUN SOUTH 12 DEGREES 29 MINUTES 50 SECONDS WEST, ALONG SAID LINE, FOR 182.54 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN NORTH 89 DEGREES 40 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 237.48 FEET TO THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN NORTH 0 DEGREES 41 MINUTES 18 SECONDS WEST, ALONG THE WEST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 1,217.25 FEET TO THE POINT OF BEGINNING;

AND LESS COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, A DISTANCE OF 385.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, A DISTANCE OF 38.94 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE HOLLAND EAST-WEST EXPRESSWAY, THENCE NORTH 12 DEGREES 29 MINUTES 50 SECONDS EAST, A DISTANCE OF 182.82 FEET TO THE POINT OF INTERSECTION OF THE SAID LINE AND A CURVE, CONCAVE SOUTHEASTERLY AND HAVING FOR ITS ELEMENTS A RADIUS OF 666.20 FEET, A CENTRAL ANGLE OF 7 DEGREES 23 MINUTES 54 SECONDS, AND A CHORD BEARING OF NORTH 36 DEGREES 02 MINUTES 20 SECONDS EAST, THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.03 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN

SOUTH 00 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 136.88 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING FOR ITS ELEMENTS A RADIUS OF 616.20 FEET, A CENTRAL ANGLE OF 0 DEGREES 16 MINUTES 08 SECONDS AND A CHORD BEARING SOUTH 23 DEGREES 42 MINUTES 04 SECONDS WEST, THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2.89 FEET TO A POINT OF NON TANGENT INTERSECTION, THENCE SOUTH 25 DEGREES 29 MINUTES 42 SECONDS WEST, A DISTANCE OF 120.44 FEET TO THE POINT OF BEGINNING.

PARCEL 1B:

THAT PART OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE EAST 220 FEET THEREOF, AND LESS THAT PART THAT LIES WITHIN THE RIGHT OF WAY FOR STATE ROAD 50, SECTION 75060-2504, OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24 FOR 988.26 FEET TO THE NORTHWEST CORNER OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN SOUTH 00 DEGREES 45 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 FOR 1,079.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 45 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 FOR 248.57 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 ; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 FOR 110.97 FEET TO THE SOUTHWEST CORNER OF THE EAST 220 FEET OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN NORTH 00 DEGREES 49 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF THE EAST 220 FEET OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 FOR 359.92 FEET TO A POINT; THENCE RUN SOUTH 46 DEGREES 04 MINUTES 37 SECONDS WEST FOR 81.78 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 666.20 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE, THROUGH A CENTRAL ANGLE OF 6 DEGREES 20 MINUTES 24 SECONDS FOR 73.72 FEET TO THE POINT OF BEGINNING;

LESS COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, A DISTANCE OF 331.01 FEET, THENCE NORTH 00 DEGREES 45 MINUTES 23 SECONDS WEST, A DISTANCE OF 111.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 45 MINUTES 23 SECONDS WEST, A DISTANCE OF 136.88 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE HOLLAND EAST-WEST EXPRESSWAY AND A POINT ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING FOR ITS ELEMENTS A RADIUS OF 666.20 FEET, A CENTRAL ANGLE OF 6 DEGREES 20 MINUTES 23 SECONDS AND A CHORD BEARING OF NORTH 42 DEGREES 54 MINUTES 28 SECONDS EAST, THENCE RUM ALONG THE ARC OF SAID CURVE 73.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 46 DEGREES 04 MINUTES 40 SECONDS EAST, A DISTANCE OF 81.78 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 00 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 81.27 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING FOR ITS ELEMENTS A RADIUS OF 616.20 FEET, A CENTRAL ANGLE OF 18 DEGREES 32 MINUTES 23 SECONDS AND A CHORD BEARING OF SOUTH 33 DEGREES 06 MINUTES 20 SECONDS WEST, THENCE ALONG THE ARC OF SAID CURVE 199.39 FEET TO THE POINT OF BEGINNING.

PARCEL 1C:

THE WEST 110 FEET OF THE EAST 220 FEET OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LESS HIGHWAY RIGHT OF WAY, AND THE EAST 110 FEET OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LESS HIGHWAY RIGHT OF WAY;

LESS COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 1,317.68 FEET TO THE NORTHEAST CORNER OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN SOUTH 0 DEGREES 49 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 107.78 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 50, SECTION 75060-2504 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 49 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 650.03 FEET TO A POINT; THENCE RUN SOUTH 46 DEGREES 04 MINUTES 37 SECONDS WEST FOR 301.29 FEET TO A POINT ON THE WEST LINE OF THE EAST 220 FEET OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, SAID POINT BEING 359.92 FEET NORTHERLY OF THE SOUTHWEST CORNER OF THE EAST 220 FEET OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN NORTH 0 DEGREES 49 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF THE EAST 220 FEET OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 859.35 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 50, SECTION 75060-2504; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 24 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 50, SECTION 75060-2504, FOR 220.03 FEET TO THE POINT OF BEGINNING.

AND LESS COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 24, THENCE RUN SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 1,317.68 FEET TO THE NORTHEAST CORNER OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN SOUTH 0 DEGREES 49 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 757.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 49 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 133.78 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 10 MINUTES 26 SECONDS WEST FOR 45.61 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS 45.61 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN NORTH 0 DEGREES 49 MINUTES 34 SECONDS WEST, ALONG THE LINE THAT IS 45.61 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, FOR 91.10 FEET TO A POINT; THENCE RUN NORTH 46 DEGREES 04 MINUTES 37 SECONDS EAST FOR 62.46 FEET TO THE POINT OF BEGINNING.

AND ALSO LESS COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST ORANGE COUNTY, FLORIDA, THENCE RUN NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, A DISTANCE OF 220.04 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 278.66 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 81.27 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE HOLLAND EAST/WEST EXPRESSWAY, THENCE NORTH 46 DEGREES 04 MINUTES 40 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 238.82 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 00 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 79.51 FEET; THENCE SOUTH 46 DEGREES 04 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 3 DEGREES

42 MINUTES 08 SECONDS, A RADIUS OF 616.20 FEET, AND A CHORD BEARING OF SOUTH 44 DEGREES 13 MINUTES 34 SECONDS WEST, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.82 FEET TO THE POINT OF BEGINNING;

AND ALSO LESS COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN NORTH 00 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 336.45 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 10 MINUTES 45 SECONDS WEST, A DISTANCE OF 45.61 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 45 SECONDS EAST, A DISTANCE OF 45.61 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 1 BEING ONE AND THE SAME PROPERTY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, RUN NORTH 89 DEGREES 34 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF SPRING PINE VILLAS AS RECORDED IN PLAT BOOK 12, PAGE 22, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 385.49 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF THE EASTERN BELTWAY (STATE ROAD 417); THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 25 DEGREES 29 MINUTES 41 SECONDS EAST, A DISTANCE OF 120.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 616.20 FEET, TO WHICH CENTER POINT BEARS SOUTH 66 DEGREES 26 MINUTES 01 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 30 MINUTES 39 SECONDS, ARC DISTANCE OF 242.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 46 DEGREES 04 MINUTES 38 SECONDS EAST, A DISTANCE OF 200.24 FEET; THENCE LEAVING SAID RIGHT OF WAY, RUN SOUTH 00 DEGREES 49 MINUTES 29 SECONDS EAST, A DISTANCE OF 111.59 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 45 SECONDS EAST, A DISTANCE OF 45.61 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF SAID NORTHEAST 1/2; THENCE SOUTH 00 DEGREES 49 MINUTES 32 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 336.45 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE WEST 110 FEET OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, LESS RIGHT-OF-WAY FOR STATE ROAD #50, AND LESS DITCH EASEMENT, AND LESS RIGHT-OF-WAY FOR THE SPESSARD HOLLAND EAST WEST EXPRESSWAY, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 89°39'53" EAST, A DISTANCE OF 110.02 FEET; THENCE NORTH 00°49'31" WEST, A DISTANCE OF 338.67 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 89°10'45" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 00°49'31" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°10'45" EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 00°49'31" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THOSE PORTIONS LYING WITHIN THE EAST WEST EXPRESSWAY AND CENTRAL FLORIDA GREENWAY.

PARCEL 3:

THE EAST 110 FEET OF WEST 220 FEET OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, LESS PART IN HIGHWAY, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 LESS THE WEST 200 FEET, AND ALSO LESS PART IN RIGHT-OF-WAY AND ALSO LESS THE PARCELS CONTAINED UNDER THE ORDER OF TAKING IN CASE NO. 87-3627, CIRCUIT COURT OF ORANGE COUNTY, FLORIDA AND RECORDED IN OFFICIAL RECORDS BOOK 4029, PAGE 1718, ALL IN SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA.

ALSO KNOWN AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°39'53" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 110.02 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00°49'31" WEST, 428.73 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ACCESS ROAD (70 FOOT RIGHT-OF-WAY); THENCE NORTH 74°03'38" EAST, 85.83 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 540.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°54'08" FOR AN ARC DISTANCE OF 149.87 FEET; THENCE SOUTH 00°53'41" EAST, 514.13 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 89°39'53" WEST, 220.98 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LESS ALL THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF ROAD RIGHT OF WAY FOR EAST WEST EXPRESSWAY.

LESS AND EXCEPT:

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LYING NORTH OF THE ORANGE COUNTY DRAINAGE CANAL AND LESS THE EXPRESSWAY RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6033, PAGE 3152, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°38'57" WEST, A DISTANCE OF 658.84 FEET; THENCE SOUTH 0°41'12" EAST, A DISTANCE OF 164.63 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ON THE SOUTH RIGHT OF WAY LINE OF THE EAST/WEST EXPRESSWAY FRONTAGE ROAD; THENCE CONTINUE SOUTH 0°41'12" EAST A DISTANCE OF 132.82 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 150 FEET DRAINAGE CANAL AS RECORDED IN O.R. BOOK 2811, PAGES 1945 AND 1946; THENCE NORTH 89°40'10" WEST ALONG SAID CANAL RIGHT OF WAY, A DISTANCE OF 16.63 FEET; THENCE SOUTH 60°00'00" WEST ALONG SAID CANAL RIGHT OF WAY 360.64 FEET; THENCE NORTH 0°28'51" WEST A DISTANCE OF 152.57 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE EAST/WEST EXPRESSWAY FRONTAGE ROAD; THENCE NORTH 22°18'25" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 59.66 FEET TO THE PC OF A CURVE CONCAVE SOUTHEASTELRY AND HAVING FOR ITS ELEMENTS A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 67°46'11"; THENCE RUN ALONG THE ARC OF SAID CURVE AND SOUTH RIGHT OF WAY LINE A DISTANCE OF 201.08 FEET TO THE PT OF SAID CURVE; THENCE SOUTH 89°55'24" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 148.49 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION TAKEN BY STIPULATED FINAL JUDGMENT, BY CASE NO. C187-3627, RECORDED IN NOVEMBER 4, 1988, IN O.R. BOOK 4029, PAGE 1723, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; RUN THENCE SOUTH 89°39'53" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 331.00 FEET; THENCE NORTH 00°53'41" WEST, A DISTANCE OF 850.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°53'41" WEST, A DISTANCE OF 155.31 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE NORTH 22°18'25" EAST, A DISTANCE OF 55.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, AND HAVING FOR ITS ELEMENTS A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 67°46'11" THENCE RUN ALONG THE ARC OF SAID CURVE, 201.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°55'24" EAST, A DISTANCE OF 14.42 FEET; THENCE SOUTH 00°04'36" WEST, A DISTANCE OF 189.33 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY AND HAVING FOR ITS ELEMENTS, A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 01°34'27"; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 12.91 FEET TO THE NORTH LINE OF A 100 FOOT DRAINAGE CANAL RIGHT OF WAY; THENCE SOUTH 60°00'00" WEST, ALONG SAID CANAL RIGHT OF WAY LINE A DISTANCE OF 219.59 FEET TO THE POINT OF BEGINNING.

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