



Interoffice Memorandum

AGENDA ITEM

June 17, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

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

SUBJECT: July 7, 2020 – Consent Item
Second Amended and Restated Road Impact Fee Agreement
Vineland Pointe Planned Development
(Vineland Avenue)

The Roadway Agreement Committee has reviewed a Second Amended and Restated Road Impact Fee Agreement Vineland Pointe Planned Development (Vineland Avenue) ("Second Amended Agreement") by and among Vineland Pointe Owner LLC, Altis Vineland Pointe Realty, LLC, and Orange County to amend the terms of the Amended and Restated Road Impact Fee Agreement approved by the Board on December 13, 2016 and recorded at Document #20160653429, as amended. The Second Amended Agreement revises the responsibilities of the parties to shift the right-of-way acquisition and construction responsibility to the County in return for the conveyance of right-of-way between the Owners and Florida Department of Transportation (FDOT) for the future Daryl Carter Parkway interchange ramps. The Owners will convey the right-of-way to Florida Department of Transportation pursuant to the terms of this Agreement and provide an additional \$1,000,000 into escrow towards the construction of Vineland Avenue while remaining responsible for the completion of the 100% design plans for Vineland Avenue. The owners will receive 79.9% impact fee credits for PDS, design, and total escrow funds as well as 100% impact fee credits for mitigation costs.

The Roadway Agreement Committee approved the Agreement on May 20, 2020. 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 Second Amended and Restated Road Impact Fee Agreement Vineland Pointe Planned Development (Vineland Avenue) by and among Vineland Pointe Owner LLC, Altis Vineland Pointe Realty, LLC, and Orange County to provide for an additional \$1,000,000 in escrowed funds for Vineland Avenue and conveyance of the interchange ramps to Florida Department of Transportation in return for County pursuing the right-of-way acquisition and construction obligations for Vineland Avenue. District 1

JVW/HEGB:fb
Attachment

BCC Mtg. Date: July 7, 2020

PREPARED BY AND RETURN TO:

Gregory D. Lee, Esq.
Baker Hostetler LLP
200 S. Orange Ave, Suite 2300
Orlando, Florida 32801

Tax Parcel I.D. No(s): 14-24-28-8880-01-000
 14-24-28-8880-02-000
 14-24-28-8880-03-000
 14-24-28-4796-01-000

**SECOND AMENDED AND RESTATED
ROAD IMPACT FEE AGREEMENT**

VINELAND POINTE PLANNED DEVELOPMENT

(VINELAND AVENUE)

THIS SECOND AMENDED AND RESTATED ROAD IMPACT FEE AGREEMENT FOR VINELAND POINTE PLANNED DEVELOPMENT (the “Agreement”) is effective as of the latest date of execution by the parties hereto (the “Effective Date”) and is made and entered into by and among **VINELAND POINTE OWNER LLC**, a Delaware limited liability company (“VPO”), whose address is 535 Madison Avenue, 6th Floor, New York, New York 10022, **ALTIS VINELAND POINTE REALTY, LLC**, a Florida Limited Liability Company (“Altis”), whose address is 1515 S. Federal Highway, Suite 300, Boca Raton, Florida 33432, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802-1393 (“County”). VPO, Altis, and County are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, an affiliate of Carter Vineland Pointe, LLLP, a Florida limited liability partnership (“Carter”) and County entered into that certain Road Impact Fee Agreement dated

November 9, 2004, and recorded November 16, 2004, at Official Records Book 7703, Page 1210, Public Records of Orange County, Florida (the “Original Agreement”), which was amended and restated through that certain Amended and Restated Road Impact Fee Agreement dated December 13, 2016, and recorded December 16, 2016, in the Public Records of Orange County, Florida under Official Document No. 20160653429 (the “Amended and Restated Agreement”), as further amended by that certain First Amendment to Amended and Restated Road Impact Fee Agreement dated November 14, 2017, and recorded November 17, 2017, in the Public Records of Orange County, Florida under Official Document No. 20170632050 (the “First Amendment”), as further amended by that certain Second Amendment to Amended and Restated Road Impact Fee Agreement dated on or about January 15, 2019, and recorded February 6, 2019, in the Public Records of Orange County, Florida under Official Document No. 20190075584 (the “Second Amendment”), as further amended by that certain Third Amendment to Amended and Restated Road Impact Fee Agreement dated on or about November 12, 2019, and recorded November 19, 2019, in the Public Records of Orange County, Florida under Official Document No. 20190727769 (the “Third Amendment”), and as further amended by that certain Fourth Amendment to Amended and Restated Road Impact Fee Agreement dated on or about December 17, 2019, and recorded December 27, 2019, in the Public Records of Orange County, Florida under Official Document No. 20190806821 (the “Fourth Amendment”) (collectively, the “Original Amended and Restated Agreement”); and

WHEREAS, Altis remains the fee simple owner of the Pride Homes Parcel, as identified in **Exhibit “A”** (hereinafter referred to as the “Altis Parcel”); and

WHEREAS, VPO is the owner of the VPO Parcel, which was platted, as recorded in Plat Book 97, Page 5; a portion of the VPO Parcel was dedicated to the County, and a portion

of the VPO Parcel was conveyed to the Florida Department of Transportation (“FDOT”), as recorded under Official Document No. 20190468144, thereby modifying the VPO Parcel legal description, with such new legal description as more particularly described on **Exhibit “B”** attached hereto; and

WHEREAS, on March 15, 2016, the Board of County Commissioners approved a substantial change to that certain Vineland Pointe Planned Development/Land Use Plan as last amended pursuant to Case No. CDR-15-05-145 (the “PD/LUP”), and County approved that certain Vineland Pointe PD, which established a development program for both the VPO Parcel and the Altis Parcel in three (3) separate phases of development of the PD, which included the following: phase 1 being a 33.5 acre site comprised of 680 townhome/multifamily units and 50,000 square feet of tourist commercial; phase 2 being a 39.33 acre site comprised of 317,000 square feet of tourist commercial/245 hotel rooms; and phase 3 being a 32.7 acre site comprised of 263,000 square feet of tourist commercial (with all phases being subject to non-substantial adjustments and modifications) (the PD/LUP and the Vineland Pointe PD shall collectively be referred to as the “VPO PD”). County also approved a development plan specific to the VPO Parcel (Vineland Pointe DP (DP 16-09-336)), as amended, which includes 459,600 square feet of commercial retail development also in three (3) phases with phase 1 being composed of 214,800 square feet of retail (“Phase 1”); phase 2 including 124,300 square feet of retail (“Phase 2”); and phase 3 including 120,500 square feet of retail (“Phase 3”) (with all phases being subject to non-substantial adjustments and modifications) (the “VPO Development Plan”), more particularly described on the exhibit attached to this Agreement as **Exhibit “C”**; and

WHEREAS, on March 8, 2017, the Development Review Committee approved a non-substantial change to the PD/LUP to add access points off Regency Village Drive. On June 20,

2017, the Board of County Commissioners approved a substantial change to the PD/LUP to consolidate conditions of approval. On March 28, 2018, the Development Review Committee approved a non-substantial change to the PD/LUP to reduce the Lake Street right-of-way and to add an access point. On July 11, 2018, the Development Review Committee approved a non-substantial change to the PD/LUP to further reduce the right-of-way on Lake Street. On August 6, 2019, the Board of County Commissioners approved a substantial change for the master sign plan. On February 25, 2020, the Board of County Commissioners approved the latest substantial change to the PD/LUP for waivers adjacent to I-4; and

WHEREAS, VPO has deposited the sum of Four Million and No/100 Dollars (\$4,000,000.00) (the “Escrowed Funds”), previously estimated to be the cost to construct the Improvements, with the County to be held in escrow in order to commence vertical construction of the VPO Development Plan pursuant to the Amended and Restated Agreement; and

WHEREAS, as part of the FDOT I-4 Beyond the Ultimate Project (“Beyond the Ultimate Project”), FDOT is planning to construct a new diverging diamond interchange at I-4 and Daryl Carter Parkway (the “FDOT Interchange”) and VPO previously conveyed certain property to FDOT needed for right-of-way needed for the construction of one of the four ramps associated with the FDOT Interchange (the “First VPO Ramp”), and VPO owns certain property needed for right-of-way (which does not include rights to that certain billboard located within the property) needed for the construction of one of the four ramps associated with the FDOT Interchange (the “Second VPO Ramp”). The First VPO Ramp and the Second VPO Ramp are generally depicted and described in **Exhibit “D”** attached hereto (collectively, the “VPO Ramps”); and

WHEREAS, the transportation improvements described in the Original Amended and Restated Agreement, this Agreement, and the Beyond the Ultimate Project, including

specifically, the FDOT Interchange, will have a beneficial impact on the traffic flow and address issues associated with traffic congestion in Orange County, Florida; and

WHEREAS, it is in the best interest of the citizens of Orange County to support FDOT Beyond the Ultimate Project and the construction of the FDOT Interchange; and

WHEREAS, in connection with the rights and obligations in this Agreement, VPO has agreed to undertake not only the design of the Improvements (as defined below) but also the DE&P (as defined below) for the Improvements, which will include wetland mitigation required for, without limitation, permitting by the South Florida Water Management District or others. As a result of these additional obligations, VPO will be entitled to reimbursement of 100% of County-approved costs of wetland mitigation only, as set out in Section 10 of this Agreement; and

WHEREAS, unless otherwise defined herein, the capitalized words and phrases used herein shall have the same meanings as set forth in the Original Amended and Restated Agreement as defined herein and as recorded in the Public Records of Orange County, Florida; and

WHEREAS, other than for purposes of referencing and utilizing capitalized words and phrases in the Original Amended and Restated Agreement, the Parties desire to amend and restate the terms and provisions of the Original Amended and Restated Agreement as set forth below.

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, the Parties agree as follows:

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

Section 2. Definitions. Unless defined elsewhere in this Agreement, the terms set forth below shall have the following meanings when used herein:

2.1 *VPO* – shall mean VPO or its successors and assigns as owner of the VPO Parcel.

2.2 *Altis* – shall mean Altis or its successors and assigns as owner of the Altis Parcel.

2.3 *DE&P* – shall mean design, engineering, and permitting for the Improvements, including any reservation of mitigation bank credits, or mitigation required for, without limitation, permitting by the South Florida Water Management District or others, subject to review and approval by County. It shall be the responsibility of VPO to obtain all applicable permits, except that County, at its election, may be a co-applicant where reasonable and preferable to County. All required mitigation for the Improvements shall be the sole responsibility of VPO. As set forth below in Section 10 (a), VPO shall be entitled to 100% Credits for the Approved Costs (defined below) that are associated with wetland mitigation and 79.9% Credits for all other Approved Costs associated with the DE&P for the Improvements.

2.4 *Improvement(s)* – shall refer to the four-laning of that section of Vineland Avenue identified in the attached **Exhibit “E”**.

2.5 *Parcel* – shall mean any lot, tract, or other portion of the Property on which any building or structure requiring a County building permit may be constructed.

2.6 *Property* – shall mean the entirety of both the VPO Parcel and the Altis Parcel.

2.7 *Project* – shall mean all development on the Property as currently permitted under the Vineland Pointe PD.

2.8 *ROW Parcels* – shall mean all right-of-way parcels not owned by VPO, Altis or County, whether temporary or permanent easements or fee title, needed to construct the Improvements in accordance with final County approved plans, including, but not limited to, drainage easement(s) for stormwater conveyance and retention.

2.9 *Traffic Study* – shall mean the traffic impact analysis for the Vineland Pointe PD dated November 2016 prepared by Traffic and Mobility Consultants and approved by County, a copy of which is on file with County’s Transportation Planning Division.

Section 3. Road Network Deficiency. Pursuant to the Traffic Study, development of the Property for the Project will significantly and adversely impact Vineland Avenue, which roadway is currently deficient. Such impacts will be mitigated by: (i) the release of the Escrowed Funds to the County to assist with funding the acquisition of ROW Parcels and construction of the Improvements; (ii) the completion of the Modified PDS Study; (iii) the completion of DE&P for the Improvements; and (iv) the donation of the Second VPO Ramp to FDOT.

Section 4. Release of Escrow; Donation of Second VPO Ramp; Contingency; and Concurrency Compliance.

4.1 The Parties have agreed that VPO shall: (i) undertake the DE&P for the Improvements, including any required mitigation, at its sole expense and County shall reimburse VPO for a portion of the actual, reasonable, County approved costs incurred by VPO (“Approved Costs”) in the form of Credits as set forth hereafter in Section 10 of this Agreement; (ii) pursuant to the VPO Authorization, VPO shall release the Escrowed Funds to County as set forth hereafter in Section 9 of this Agreement and upon the release of the Escrowed Funds to the County, VPO shall be entitled to Credits as set forth hereafter in Section 10 of this Agreement; and (iii) enter into an executed agreement to donate the Second VPO Ramp to FDOT (at no cost to the County

or FDOT for said donation except that FDOT has agreed to pay VPO's reasonable attorney's fees and experts' fees) in a form substantially similar to the one attached hereto as **Exhibit "F"** (the "FDOT Agreement").

4.2 Notwithstanding anything herein to the contrary, VPO shall: (a) within ten (10) days of the Effective Date of this Agreement, increase the Escrowed Funds and provide the VPO Authorization to the County pursuant to Section 9 of this Agreement; and (b) within six (6) months of the Effective Date of this Agreement, provide the County with a fully executed copy of the FDOT Agreement. In consideration therefor, the Project shall be deemed in compliance and shall be considered vested and to have satisfied all County transportation concurrency requirements for the Project.

4.3 Construction of the Improvements shall occur in accordance with the provisions of Section 6, hereafter. In the event that VPO fails to comply with the foregoing obligations in subsection 4.2 within the stated time frames, as determined by County, this Agreement shall terminate and have no further force and effect and:

(1) this Agreement shall be deemed null and void and of no further force or effect, and the Original Amended and Restated Agreement shall be deemed reinstated, be of full force and effect, and be the operative agreement regarding the rights and obligations of the Parties (the same as if this Agreement had never been entered into), all of which shall occur without any action required on the part of either Party;

(2) the County shall re-deposit any released Escrowed Funds that were not utilized by the County into escrow so that the Escrowed Funds can be utilized in accordance with the Original Amended and Restated Agreement;

(3) VPO shall return any unused impact fee credits to the County that VPO received for the release of the Escrowed Funds and pay any impact fees to the County that were paid through impact fee credits received for the release of the Escrowed Funds; and

(4) VPO and the County shall coordinate in good faith regarding the foregoing obligations to restore the Escrowed Funds and impact fees/impact fee credits back to the status set forth in the Original Amended and Restated Agreement. Notwithstanding the foregoing, the Parties may agree to extend the time frame in subsection 4.2 for VPO to provide County with a fully executed copy of the FDOT Agreement, so long as VPO has timely provided its counterpart signature to the FDOT Agreement and the time extension does not delay the FDOT construction of the FDOT Interchange.

Section 5. Acquisition and Conveyance of ROW Parcels. The County shall be responsible for the acquisition of ROW Parcels needed for the construction of the Improvements. VPO shall provide the County with copies of any documentation and information regarding its previous efforts to acquire the ROW Parcels actually in its possession or under its control as of the Effective Date.

Section 6. DE&P, Construction, and Funding of Improvements. Completion of the DE&P, construction, and funding of the Improvements shall be performed in accordance with the terms and conditions set forth below:

6.1 DE&P. VPO shall complete the DE&P of the Improvements and shall be reimbursed for Approved Costs in the form of Credits as set forth hereafter in Section 10 of this Agreement. All consulting contracts associated with the DE&P shall name County as a third-party beneficiary and shall be assignable, and assigned, in whole or in part to the County at County's request. VPO and the County shall work in good faith to complete the DE&P of the

Improvements and coordinate any reasonable means needed to accommodate DE&P changes due to right-of-way impacts and post DE&P services required during construction.

6.2 Construction. VPO and Altis shall not be responsible for the construction of the Improvements.

6.3 Funding. VPO shall contribute to the funding of the Improvements through the release of the Escrow to the County as set forth in Section 9 of this Agreement and under the time frames set forth in Section 4 of this Agreement. The Escrowed Funds shall only be used for construction of the Improvements and ROW Parcel acquisition, including without limitation to address drainage improvements, as County may deem appropriate. The County shall be responsible for all other funding beyond the Escrowed Funds associated with the Improvements, including additional costs associated with ROW Parcel acquisition, and construction of the Improvements, if any.

6.4 County Review Process. DE&P of the Improvements will be reviewed and processed by County as a capital improvement project with a standard scope of services in accordance with County policies, procedures, and specifications; provided, however that the County has approved a modified preliminary design study (the "Modified PDS") for the Improvements on February 25, 2020. Construction plans for the Improvements will be submitted to the County for review and comment at the 60% and 90% stages of completion, and approval at the 100% stage of completion. VPO shall be responsible for the costs associated with conducting the Modified PDS and shall be reimbursed for Approved Costs in the form of Credits as set forth hereafter in Section 10 of this Agreement, and there shall be no cost to County for same.

Section 7. Insurance and Indemnification. VPO and Altis shall have no obligations to maintain insurance or indemnify County for the construction of the Improvements.

Section 8. Utilities. This Agreement does not address utility requirements. VPO and Altis 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 9. Project Construction. VPO and Altis shall be permitted to proceed with the receipt of certificates of occupancy for buildings on the Property in accordance with the terms and conditions set forth below:

(a) **Escrowed Funds.** Within ten (10) days after the Effective Date of this Agreement, VPO shall deliver the sum of One Million and No/100 Dollars (\$1,000,000.00) to the County as an increase of the existing Escrowed Funds such that the balance of the Escrowed Funds is Five Million and NO/100 Dollars (\$5,000,000.00) to be administered, distributed, and released as provided herein. In addition and within said ten (10) day time period, VPO shall provide written authorization to release the Escrowed Funds to the County (the “VPO Authorization”).

(b) **Funding Requirements.** The Escrowed Funds represented the previously estimated construction costs for the Improvements at earlier stages of design and engineering of the Improvements as reflected in the Original Amended and Restated Agreement, that may have changed. In order to assist with the potential changes in construction costs for the Improvements, VPO is willing to increase the Escrowed Funds as set forth in Section 9(a) of this Agreement.

(c) **Restricted VPO Development Parcels.** Notwithstanding anything seemingly to the contrary, no certificate(s) of occupancy (temporary or permanent), shall be issued for 6,000 rentable square feet in Phase 1, 45,000 rentable square feet in Phase 2, and 63,717 rentable square feet of Phase 3 of the VPO Development Plan (collectively, the “Restricted VPO Development Parcels”), as shown on the VPO Development Plan attached hereto as **Exhibit**

“C”, until: (1) VPO timely delivers the additional Escrowed Funds to the County; (2) VPO timely delivers the VPO Authorization to the County; and (3) VPO timely delivers the executed FDOT Agreement to the County (as described in Section 4 of this Agreement). Attached hereto as **Exhibit “G”** is a trip matrix outlining the trip generation calculations between the Restricted VPO Development Parcels as well as an illustrative site plan.

(d) **Release of Restrictions:** Upon the timely delivery of the additional Escrowed Funds, VPO Authorization, and the FDOT Agreement to the County, all certificates of occupancy, temporary or permanent, may be issued on the Property (which includes the VPO Parcel and the Altis Parcel) with none of the restrictions described in the Original Amended and Restated Agreement. For purposes of clarification, and consistent with the terms of the Original Amended and Restated Agreement, the Altis Parcel does not have any restrictions on certificates of occupancy.

Section 10. Impact Fee Credits.

(a) **Allocation of Credits.** The Parties stipulate that pursuant to the Traffic Study, the excess transportation capacity created by the Improvements is 79.9%. Accordingly, VPO shall receive transportation impact fee credits (“Credits”) equal to 79.9% of: (i) the total Escrowed Funds upon release to the County; (ii) VPO’s Approved Costs associated with DE&P of the Improvements; and (iii) VPO’s Approved Costs associated with the Modified PDS. Notwithstanding anything in this Section 10 (a) to the contrary, VPO shall receive Credits equal to 100% of the Approved Costs associated with that portion of the DE&P involving wetland mitigation only.

(b) ***Timing and Amount of Credits; Reimbursement.*** County shall establish a transportation impact fee credit account for VPO and shall award Credits to VPO for sums expended by VPO upon the completion of all of the following:

- Upon release of the Escrowed Funds to the County pursuant to Section 9 of this Agreement.
- Upon completion of the Modified PDS Study.
- Upon 100% completion of County approved DE&P of the Improvements including final mitigation costs.

(c) ***Use/Sale of Credits.*** All Credits may be used to offset transportation impact fees otherwise payable for any development within the Property. VPO may assign its Credits to any builder or landowner only within Transportation Impact Fee Zone 3 for an amount no greater than the County's then applicable impact fee rate.

As transportation impact fees become payable from time to time in connection with the Project, and if so instructed by VPO, County shall deduct such amounts payable from VPO's account. County shall make such deductions from VPO's account from time to time only upon receipt of written direction from VPO (or from such person or entity to whom VPO expressly may assign this authority, in writing, in the future) to effect the particular deduction.

Other than set forth in this Section 10, nothing herein shall prevent VPO from assigning Credits as provided for in Section 23.95(d) of the Orange County Code, as may be amended from time to time.

(d) ***Reimbursement.*** Upon the release of the Escrowed Funds to the County pursuant to Section 9 of this Agreement, and issuance of the Credits associated with such Escrowed Funds, VPO shall be entitled to request prompt reimbursement from the County of all transportation

Impact Fees paid “under protest” up to the amount of the Escrowed Funds. County shall apply the available Credits, retroactively, and issue refunds for all such available amounts of Impact Fees paid “under protest,” as contemplated by Orange County Code Section 23-95(d).

Section 11. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party’s name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to VPO: Vineland Pointe Owner LLC
c/o Peter Bergner
535 Madison Avenue, 6th Floor
New York, New York 10022

With a copy to: Baker Hostetler, LLP
200 S. Orange Avenue, Suite 2300
Orlando, Florida 32801
Attn: Gregory D. Lee, Esq.

As to Altis: Altis Vineland Pointe Realty, LLC
1515 S. Federal Highway, Suite 300
Boca Raton, Florida 33432

With a copy to: Nelson Mullins
1905 NW Corporate Boulevard, Suite 310
Boca Raton, Florida 33431
Attn: Diane D. Karst, Esquire

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 Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of VPO and Altis and any person, firm, corporation, or other entity that may become the successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 10 of this Agreement to instruct County to make deductions from VPO's road impact fee account shall remain with VPO unless expressly assigned in writing to another by VPO.

Section 13. Recordation of Agreement. An executed original of this Agreement shall be recorded, at VPO's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

Section 14. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 15. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 16. 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 17. Limitation of Remedies. The Parties expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

17.1 Limitations on County's remedies. Upon any failure by VPO or Altis to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

(a) action for specific performance or injunction; or

(b) the right to set off, against the amounts of impact fees to be credited in favor of VPO under this Agreement, (A) any amounts due to County from VPO under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by VPO, but which VPO has failed or refused to do when required; or

(c) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property, including without limitation, certificates of occupancy, temporary or permanent; or

(d) any combination of the foregoing.

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

17.2 Limitations on VPO and Altis' remedies. Upon any failure by County to perform its obligations under this Agreement, VPO and/or Altis shall be limited strictly to only the following remedies:

(a) action for specific performance; or

(b) action for injunction; or

(c) action for declaratory judgment regarding the rights and obligations of such Owner; or

(d) any combination of the foregoing.

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

Section 18. Amendments. No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

Section 19. Counterparts. This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this 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: *Raymond B. Bivins*

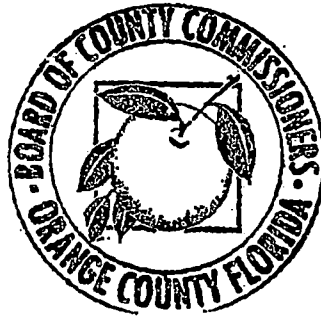
for Jerry L. Demings,
Orange County Mayor

Date: JUL 07 2020

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

By: *Katie Smith*
Deputy Clerk

Printed name: Katie Smith



WITNESSES:

DocuSigned by:
Samantha Bernstein
BA2CC0BD381341B...
Print Name: Samantha Bernstein
DocuSigned by:
Wesley Simons
9C37ED31C7EAW...
Print Name: Wesley Simons

VPO

VINELAND POINTE OWNER LLC, a
Delaware limited liability company

By: VINELAND POINTE JV, LLC, a
Delaware limited liability company, its sole
member

By: OCP Vineland LLC, a Delaware limited
liability company, its managing member

By: O'Connor Management LLC, a Delaware
limited liability company, its sole member

DocuSigned by:
Thomas Huth
3ED03888EDE2471...
Print Name: Thomas Huth
Title: svp capital markets
Date: 4/13/2020 | 1:09 PM EDT

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me by means of [] physical presence
or [x] online notarization by Thomas Huth, as svp capital markets of
O'Connor Management LLC, a Delaware limited liability company, as sole member of OCP
Vineland LLC, a Delaware limited liability company, as managing member of Vineland Pointe
JV, LLC, a Delaware limited liability company, as sole member of Vineland Pointe Owner LLC,
a Delaware limited liability company, who is known by me to be the person described herein and
who executed the foregoing, this 13 day of April, 2020. He is personally known to
me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day
of April, 2020.

BRONA MARY CREHAN
Notary Public
Westchester County
State of New York
Commission Expires 8/19/2023

DocuSigned by:
Brona Mary Crehan
7D979121775746B...
Notary Public
Print Name: Brona Mary Crehan
My Commission Expires: 8/19/2023

WITNESSES:

ALTIS

ALTIS VINELAND POINTE REALTY, LLC,
a Florida limited liability company

Laura Marie Stuart
Print Name: Laura Marie Stuart

By: ALTIS VINELAND POINTE
HOLDING, LLC,
a Florida limited liability company,
its manager

Carla Combs
Print Name: Carla Combs

By: ALTIS VINELAND POINTE, LLC,
a Florida limited liability company,
its manager

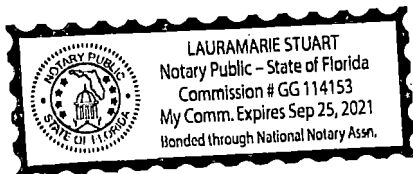
By: ALTIS VINELAND POINTE
MANAGER, LLC,
a Florida limited liability company,
its manager

By: JAR
Name: JEFFREY A. ROBERTS
Title: V. PRESIDENT
Date: 5/28/20

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization by Jeffrey A. Roberts as _____ of Altis Vineland Pointe Manager, LLC, a Florida limited liability company, the manager of Altis Vineland Pointe, LLC, a Florida limited liability company, the manager of Altis Vineland Pointe Holding, LLC, a Florida limited liability company, the manager of Altis Vineland Pointe Realty, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 28 day of MAY, 2020. He is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of May, 2020.



Laura Marie Stuart
Notary Public
Print Name: Laura Marie Stuart
My Commission Expires: _____

**JOINDER AND CONSENT TO
SECOND AMENDED AND RESTATED ROAD IMPACT FEE AGREEMENT FOR
VINELAND POINTE PLANNED DEVELOPMENT**

The undersigned hereby certifies that it is the holder of the following instruments (the “Instruments”):

Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing by Vineland Pointe Owner, LLC, a Delaware limited liability company (“Owner”) to Wells Fargo Bank, National Association, recorded December 14, 2017, in Instrument No. 20170681607, Public Records of Orange County, Florida, and the terms and conditions thereof, that certain Consent to and Collateral Assignment of Impact Fee Agreement and Purchase Agreement by and among Owner, as assignor, and Pride Homes of Vineland, LLC, a Florida limited liability company, as purchaser, recorded March 20, 2018, in Instrument No. 20180160471, Public Records of Orange County, Florida, and the terms and conditions thereof, and that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing by Owner to Wells Fargo Bank, National Association, recorded August 5, 2019, in Instrument No. 20190482789, Public Records of Orange County, Florida, and the terms and conditions thereof, upon the VPO Parcel (as defined in the Second Amended and Restated Agreement) presently owned by Owner.

The undersigned hereby joins in, and consents to, the recording of the Second Amended and Restated Road Impact Fee Agreement for Vineland Pointe Planned Development (the “Second Amended and Restated Agreement”), and agrees that its above-referenced Instruments, as they may be modified, amended, and assigned from time to time, shall be subordinated to the Second Amended and Restated Agreement, as said Second Amended and Restated Agreement may be modified, amended, and assigned from time to time.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent in manner
and form sufficient to bind it.

Signed, sealed, and delivered
in the presence of:

Wells Fargo Bank, National Association

[Signature]
Name: _____

By: [Signature]
Print Name: Jeff Goodman
Print Title: Vice President

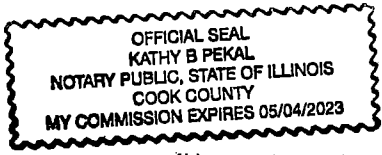
Szlachta Helena
Name: SZLACHTA HELENA

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF ~~ORANGE~~ COOK

The foregoing instrument was acknowledged before me by means of physical presence or []
online notarization this 27th day of May, 2020, by Jeff Goodman, as
VP of Wells Fargo Bank, National Association, on behalf of such
company. She is personally known to me or has produced _____
as identification.

(NOTARY SEAL)

Kathy B Pekal
Notary Public; State of Illinois
Kathy B Pekal
Typed or Printed Name of Notary



**JOINDER AND CONSENT TO
SECOND AMENDED AND RESTATED ROAD IMPACT FEE AGREEMENT FOR
VINELAND POINTE PLANNED DEVELOPMENT**

The undersigned hereby certifies that it is the holder of the following instruments (the “Instruments”):

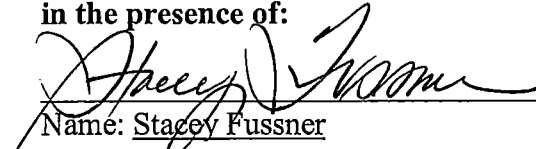
Mortgage and Security Agreement by Altis Vineland Pointe Realty, LLC, a Florida limited liability company, as Mortgagor, and Union Savings Bank, as Mortgagee, dated August 19, 2019, recorded August 20, 2019 as Instrument No. 20190515755, of the Public Records of Orange County, Florida.

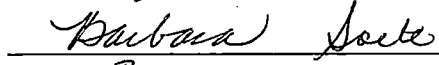
The undersigned hereby joins in, and consents to, the recording of the Second Amended and Restated Road Impact Fee Agreement for Vineland Pointe Planned Development (the “Second Amended and Restated Agreement”), and agrees that its above-referenced Instruments, as they may be modified, amended, and assigned from time to time, shall be subordinated to the Second Amended and Restated Agreement, as said Second Amended and Restated Agreement may be modified, amended, and assigned from time to time.

[Signatures follow on next page.]

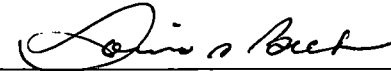
IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent in manner and form sufficient to bind it.

Signed, sealed, and delivered
in the presence of:


Name: Stacey Fussner


Name: BARBARA Soete

Union Savings Bank, an Ohio corporation

By: 


Print Name: Louis S. Beck

Print Title: CEO and Chairman of the Board of Directors

STATE OF OHIO
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26th day of May, 2020, by Louis S. Beck, as CEO and Chairman of the Board of Directors of Union Savings Bank, an Ohio corporation, on behalf of such corporation.

He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

ANGELINA P. SARGENT
Notary Public, State of Ohio
My Comm. Expires Oct. 3, 2021



Notary Public; State of OHIO
Angelina P. Sargent
Typed or Printed Name of Notary

Exhibit "A"

ALTIS PARCEL

PARCEL 1

A PORTION OF LOT A, LAKE WILLIS CAMPS AS RECORDED IN PLAT BOOK "Q", PAGE 98 OF THE PUBLIC RECORDS OF ORANGE COUNTY AND PART OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, AS A POINT OF REFERENCE; THENCE RUN N 00°16'02"E, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF LAKE STREET; THENCE RUN N 89°52'33"E, ALONG SAID NORTH RIGHT OF WAY LINE, 84.90 FEET TO THE POINT OF BEGINNING; THENCE RUN N 45°05'49" W, 49.76 FEET; THENCE RUN N 00°05'49" W, 91.40 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 51°26'38", A RADIUS OF 1100.00 FEET, AN ARC LENGTH OF 987.65 FEET, A CHORD BEARING OF N 25°49'09" W AND A CHORD DISTANCE OF 954.81 FEET; THENCE RUN N 51°32'28" W, 96.34 FEET; THENCE RUN N 58°46'04" E, 803.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LAKE WILLIS DRIVE AS SHOWN ON THE AFOREMENTIONED PLAT OF LAKE WILLIS CAMPS; THENCE RUN THE FOLLOWING FIVE COURSES AND DISTANCES ALONG SAID SOUTHERLY RIGHT OF WAY LINE: S 30°33'38" E, 281.29 FEET; THENCE RUN S 33°33'38" E, 194.87 FEET; THENCE RUN S 58°33'38" E, 195.37 FEET; THENCE RUN S 62°30'38" E, 700.25 FEET; THENCE RUN S 75°47'52" E, 31.01 FEET TO THE CENTERLINE OF VACATED EAST ROAD AS SHOWN ON SAID PLAT OF LAKE WILLIS CAMPS; THENCE RUN S 00°26'27" E, ALONG SAID CENTERLINE, 622.63 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF LAKE STREET; THENCE RUN S 89°52'33" W, ALONG SAID NORTH LINE, 1233.96 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A drainage easement over, upon and through the land depicted and described on Exhibit "A" attached, which drainage easement was granted and created in and by virtue of that certain Drainage Easement Agreement by and between Pride Homes of Vineland, LLC, and Carter-Vineland Pointe, LLLP, dated effective as of June 15, 2005 and recorded June 17, 2005 in Official Records Book 8028, at Page 2345, of the Public Records of Orange County, Florida.

Exhibit "B"

VPO Parcel Legal Description

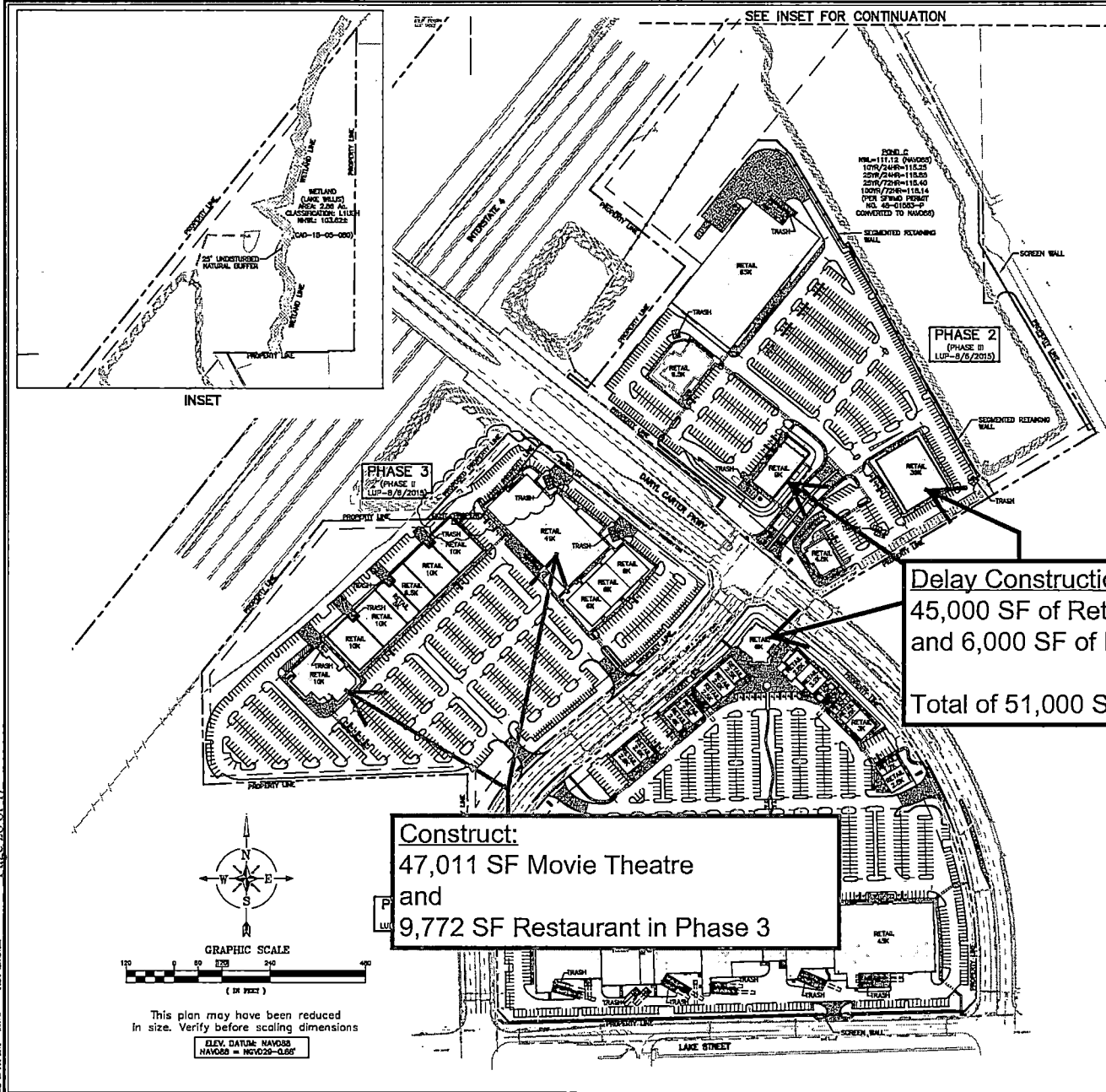
Lot 1, 2 and 3 of VINELAND POINTE, according to the Plat thereof as recorded in Plat Book 97, Page(s) 5 through 7, of the Public Records of ORANGE County, Florida.

LESS AND EXCEPT that portion conveyed to the State of Florida Department of Transportation in that certain Warranty Deed recorded July 30, 2019 in Instrument No. 20190468144.

Exhibit "C"

VPO DEVELOPMENT PLAN

[See attached page]



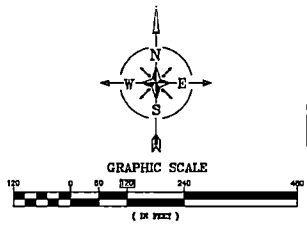
SEE INSET FOR CONTINUATION

PHASE 2
 (LUP - 8/5/2015)

PHASE 3
 (LUP - 8/5/2015)

Delay Construction of:
 45,000 SF of Retail in Phase 2
 and 6,000 SF of Retail in Phase 1
 Total of 51,000 SF of Retail

Construct:
 47,011 SF Movie Theatre
 and
 9,772 SF Restaurant in Phase 3



This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD83
 NAVD83 = NGVD29 - 0.86'

OVERALL SITE DATA:
 • STORM WATER MANAGEMENT: ALL TREATMENT AND STORAGE REQUIREMENTS HAVE BEEN PROVIDED IN ON-SITE RETENTION PONDS IN COMPLIANCE WITH ORANGE COUNTY & SRWMD SOUTH WASTEWATER TREATMENT SYSTEMS TO SHARPLE CREEK FOR THE APPROVED U.S. SANITARY ENGINE PROVIDER: ORANGE COUNTY PUBLIC UTILITIES
 • SEWAGE TREATMENT: ORANGE COUNTY PUBLIC UTILITIES
 • FERTILIZER: ORANGE COUNTY PUBLIC UTILITIES
 • ON-SITE REUSE POND PROVIDED & PREVIOUSLY PERMITTED
 • FERTILIZER: ORANGE COUNTY PUBLIC UTILITIES
 • FLOW STORAGE: ORANGE COUNTY PUBLIC UTILITIES
 • THE FLOOR FINISHES FOR CODES 201-100-1 & 201-100-2 SHALL SET TABLE OF SHEET C-013 FOR FLOOR FINISHES. TABLE 15.10.10.1.1. THE FLOOR FINISHES WITHIN ZONE 2, 10, 11 & 12 SHALL BE AS SHOWN ON THE FLOOR FINISHES SCHEDULE.
 • ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVISION AND MODIFIED DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
 • CONTRACTORS WILL BE PROVIDED AN LANDING BOOK WITH CONTRACTED REFUSE SERVICE AS ACCORDANCE WITH SECTION 38-1227, ANY VIOLATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE DEC ARE INVALID.
 • MAXIMUM IMPERVIOUS RATIO 70% MINIMUM OPEN SPACE 23%.

PHASE 1 AND 2: VINELAND POINTE PLANNED DEVELOPMENT (LAND USE PLAN, PHASES 1 AND 2, CASE# CO-15-05-141, APPROVED MARCH 18, 2015)
ZONING: TOURIST COMMERCIAL (USES PER B.P.L. OF THE ORANGE COUNTY COMPREHENSIVE PLAN, 2010-2030)
ADDITIONAL LAND USE DESIGNATION: ACTIVITY CENTER MIXED USE (ACMU)
ZONING OVERLAY DISTRICT: LAKE HILLS NEIGHBORHOOD OVERLAY DISTRICT
LAND USE: SHOPPING CENTER
 • 450,000 SF, COMMERCIAL
CONSERVATION AREA DETERMINATION: C40-15-05-000 (DATED JUNE 14, 2015)

PHASE 1 AREA TABLE		FLOOR AREA RATIO	
PHASE	AREA (SQ FT)	PHASE	FLOOR AREA (SQ FT) (BASED ON 1.0)
PHASE 1	45,000	PHASE 1	45,000
PHASE 2	35,771	PHASE 2	35,771
PHASE 3	18,000	PHASE 3	9,772

STREETS		BUILDING COVERSAGES	
STREET	WIDTH (FT)	PHASE 1	FLOOR AREA (SQ FT) (BASED ON 1.0)
DRIVE CENTER PARKWAY	40 FT	PHASE 1	115,000 SF
REGENCY VILLAGE DRIVE	30 FT	PHASE 2	121,300 SF
LAKE WILLES	30 FT	PHASE 3	120,500 SF
RD INDEPENDENT	30 FT	TOTAL	120,500 SF
LAKE STREET	30 FT		

PHASE 1		PHASE 2		PHASE 3	
TYPE	TOTAL AREA	TYPE	TOTAL AREA	TYPE	TOTAL AREA
COMMERCIAL	214,000 SF, 5 SPACES PER 1000 SF, 1.074	COMMERCIAL	124,300 SF, 5 SPACES PER 1000 SF, 0.822	COMMERCIAL	100,000 SF, 5 SPACES PER 1000 SF, 0.833
SPACES PROVIDED	1,074	SPACES PROVIDED	1,021	SPACES PROVIDED	833
SPACES REQUIRED	1,021	SPACES REQUIRED	1,224	SPACES REQUIRED	1,200
RATIO	1.041	RATIO	0.834	RATIO	0.694

OPEN SPACE CALCULATIONS:
 TOTAL PROJECT:

SPACE DESCRIPTION	AREA (SQ FT)	AREA (SQ FT)
RETAIL	51,000	51,000
OFFICE	115,000	115,000
RESTAURANT	9,772	9,772
MOVIE THEATRE	47,011	47,011
TOTAL	222,783	222,783

PHASE 1

SPACE DESCRIPTION	AREA (SQ FT)	AREA (SQ FT)
RETAIL	45,000	45,000
OFFICE	115,000	115,000
TOTAL	160,000	160,000

PHASE 2

SPACE DESCRIPTION	AREA (SQ FT)	AREA (SQ FT)
RETAIL	35,771	35,771
OFFICE	121,300	121,300
TOTAL	157,071	157,071

PHASE 3

SPACE DESCRIPTION	AREA (SQ FT)	AREA (SQ FT)
RETAIL	18,000	18,000
OFFICE	100,000	100,000
TOTAL	118,000	118,000

PERCENTAGE OF COVERED AREA

SPACE DESCRIPTION	AREA (SQ FT)	PERCENTAGE (%)
RETAIL	51,000	22.9%
OFFICE	115,000	51.6%
RESTAURANT	9,772	4.4%
MOVIE THEATRE	47,011	21.1%
TOTAL	222,783	100.0%

MINIMUM FINISHED FLOOR ELEVATION
 118.14 (NAVD83)

HARRIS
 Harris O&E Engineers, LLC
 1200 E. Hixson Street
 Suite 700
 Orlando, Florida 32803
 Phone: (407) 624-7777
 Fax: (407) 624-1888
 www.harrisengineers.com
 EE 9014

Vineland Pointe Development Plan
 Orange County, Florida

Revisions:

NO.	DATE	DESCRIPTION
1	12/08/2015	ISSUE FOR PERMITS
2	01/27/2016	ISSUE FOR PERMITS
3	02/17/2016	ISSUE FOR PERMITS
4	03/17/2016	ISSUE FOR PERMITS
5	04/17/2016	ISSUE FOR PERMITS
6	05/17/2016	ISSUE FOR PERMITS
7	06/17/2016	ISSUE FOR PERMITS
8	07/17/2016	ISSUE FOR PERMITS
9	08/17/2016	ISSUE FOR PERMITS
10	09/17/2016	ISSUE FOR PERMITS
11	10/17/2016	ISSUE FOR PERMITS
12	11/17/2016	ISSUE FOR PERMITS

OVERALL SITE PLAN
 Design: AK
 Drafting: TK
 Checked: AK
 Project No: 0872006

Released: DRC Comments 12/08/2015

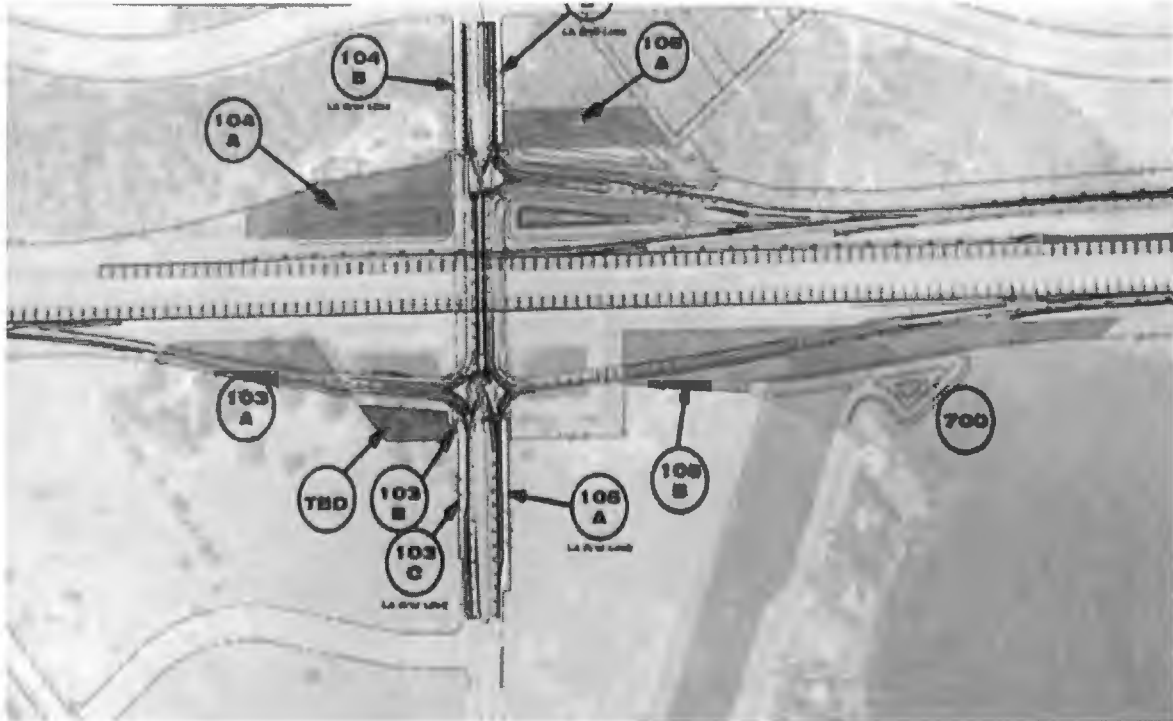
C-05

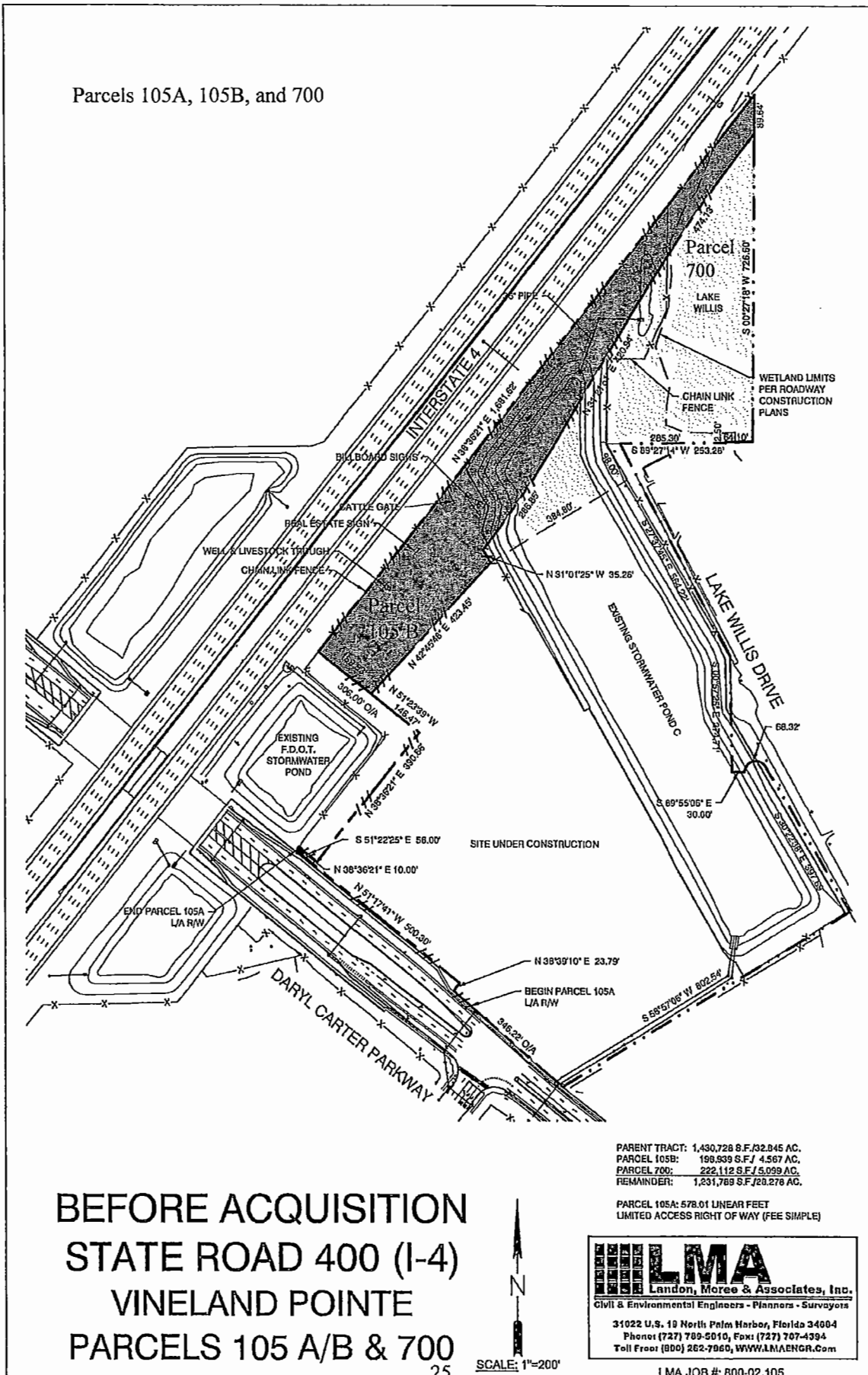
Exhibit "D"

VPO RAMPS

[See attached pages]

First VPO Ramp property = Parcels 103A, 103B, and 103C
Second VPO Ramp property = Parcels 105A, 105B, and 700





PARENT TRACT: 1,430,728 S.F./32.845 AC.
 PARCEL 105B: 198,539 S.F./ 4.567 AC.
 PARCEL 700: 222,112 S.F./ 5.099 AC.
 REMAINDER: 1,231,769 S.F./28.276 AC.

PARCEL 105A: 578.01 LINEAR FEET
 LIMITED ACCESS RIGHT OF WAY (FEE SIMPLE)

LMA
 Landon, Moore & Associates, Inc.
 Civil & Environmental Engineers - Planners - Surveyors
 31022 U.S. 19 North Palm Harbor, Florida 34064
 Phone: (727) 769-5010, Fax: (727) 707-4394
 Toll Free: (800) 262-7960, WWW.LMAENR.COM

LMA JOB #: 800-02.105

PARCEL No. 105:

Section 75280
FP No 441113-1

That portion of:

A parcel of land situated in Section 14, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 14 as a point of reference; thence run North 89°27'15" East along the North line of the Southwest 1/4 of said Section 14, 2028.18 feet to the Southerly right of way line of Interstate 4 as shown on State Road Department right of way map Section 75280-2413 and the **Point of Beginning**; thence run North 38°38'49" East along Southerly right of way line, 1052.32 feet to the East line of the Northwest 1/4 of aforementioned Section 14; thence run South 00°27'13" West along said East Line, 815.70 feet to the aforementioned North line of the Southwest 1/4; thence run South 89°27'15" West along said North line, 348.92 feet to the Northerly extension of the East right of way line of Lake Willis Drive; thence run South 30°22'38" East along said Northerly extension, 578.96 feet to the Southerly extension of Lot 1, Lake Willis Camps as recorded in Plat Book Q, Page 98 of the Public Records of Orange County, Florida; thence run South 00°56'48" East, along said Southerly extension, 274.71 feet; thence run South 89°55'06" East, 30.00 feet to the East right of way line of Wildwood Avenue as shown on said Plat of Lake Willis Camps, said line being a curve concave to the South, thence run Northeasterly along said curve having a central angle of 148°15'13", a radius of 26.40 feet, an arc length of 68.31 feet, a chord bearing of North 74°20'38" East and a chord distance of 50.79 feet to the West right of way line of Lake Willis Drive; thence run South 30°22'38" East, along said West line, 397.69 feet to the North line of the land described in that Trustee's Deed recorded in Official Records Book 8028, Page 2327 of the Orange County Public Records; thence run South 58°57'06" West, along said North line, 801.90 feet to the East right of way line of Daryl Carter Parkway as described in Official Records Book 9942, Page 7288 of the Public Records of Orange County, Florida; thence run the following three (3) courses and distances along said East right of way line: (1) North 49°29'41" West, 345.85 feet; (2) North 38°38'52" East, 23.79 feet; (3) North 51°21'11" West 500.00 feet to the aforementioned Southerly right of way line of Interstate 4; thence run North 38°38'49" East, along said Southerly line, 10.00 feet to State Road Parcel 255R, as recorded in Official Records Book 10106, Page 3841; thence run the following three (3) courses and distances along said parcel: (1) South 51°21'11" East, 55.90 feet; (2) North 38°38'49" East, 390.60 feet; (3) North 51°21'11" West, 306.00 feet to the aforementioned Southerly right of way line of Interstate 4; thence run North 38°38'49" East along said Southerly Line, 627.08 feet to the **Point of Beginning**.

Also known as Lot 1, VINELAND POINTE, according to the plat thereof as recorded in Plat Book 97, Page 7, Public Records of Orange County, Florida.

(Being the lands described in Document Number 20170205715, Parcel 1, Tax Identification Number 14-24-28-0000-00006; recorded 04/17/2017 of the Public Records of Orange County, Florida.)

PART A
LIMITED ACCESS RIGHT-OF-WAY LINE

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG THE FOLLOWING DESCRIBED LINE:

Commence at a 6"x6" Concrete Monument with broken top, No Identification, marking the Southwest corner of the Southwest 1/4 of Section 14, Township 24 South, Range 28 East, Orange County, Florida, as shown on Florida Department of Transportation Right-of-Way map Section 75280, Financial Project Number 441113-1; thence North 00°01'00" West, along the West line of the Southwest 1/4 of said Section 14, a distance of 125.15 feet, to the existing Southerly Limited Access Right-of-Way line of State Road 400 (Interstate Highway No. 4), being 150.00 feet Southeasterly of and perpendicular to the Survey Centerline of said State Road 400 (Interstate Highway No. 4); Thence North 38°39'53" East, along said existing Southerly Limited Access Right-of-Way line, being parallel with said Survey Centerline, a distance of 1066.06 feet, to the Westerly line of Lot 110, Munger Land Company Subdivision as recorded in Plat Book 'E', Page 22 of the Public Records of Orange County, Florida and the Westerly line of Lot 2, VINELAND POINTE, according to the plat thereof as recorded in Plat Book 97, Page 5, Public Records of Orange County, Florida; Thence continue along said existing Southerly Limited Access Right-of-Way line and the boundary of said Lot 2, VINELAND POINTE, North 38°39'53" East, a distance of 361.76 feet; Thence North 38°36'21" East, along said boundary of Lot 2 and the existing Southerly Limited Access Right-of-Way line, a distance of 124.74 feet to the intersection of said line with the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 14 as shown on said Florida Department of Transportation Right-of-Way Map; Thence North 88°59'38" East, along said North line and the boundary of said Lot 2, a distance of 393.26 feet; Thence departing said North line and continuing along the boundary of said Lot 2, North 38°36'21" East, a distance of 230.08 feet; Thence North 51°22'25" West, continuing along the boundary of said Lot 2, a distance of 52.96 feet to the aforesaid existing Southerly Limited Access Right-of-Way line of State Road 400 (Interstate Highway No. 4) as shown on said Florida Department of Transportation Right-of-Way Map; Thence North 38°36'21" East, along said existing Limited Access Right-of-Way line, a distance of 185.00 feet to the existing Northerly Right-of-Way line of Daryl Carter Parkway, as described in Official Record Book 9942, Page 7288, Public Records of Orange County, Florida and a point being a corner of Lot 1, VINELAND POINTE, for the **Beginning of the Described Line**; Thence departing said existing Limited Access Right-of-Way line and along the existing Northerly Right-of-Way line of said Daryl Carter Parkway and the boundary of said Lot 1, VINELAND POINTE, the following three (3) courses and distances: South 51°17'41" East, a distance of 500.30 feet; South 38°39'10" West, a

distance of 23.79 feet; South 49°11'43" East, a distance of 53.92 feet to the **End Of The Described Line.**

PART B
LIMITED ACCESS RIGHT-OF-WAY

Being described as follows:

Commence at a 6"x6" Concrete Monument with broken top, No Identification, marking the North 1/4 corner of Section 14, Township 24 South, Range 28 East, Orange County, Florida, as shown on Florida Department of Transportation Right-of-Way Map, Section 75280, Financial Project Number 441113-1; Thence South 00°27'18" West, along the East line of the Northwest 1/4 of said Section 14, a distance of 1863.54 feet, to the existing Southerly Limited Access Right-of-Way line of State Road 400 (Interstate Highway No. 4), being 150.00 feet Southeasterly of and perpendicular to the Survey Centerline of said State Road 400 (Interstate Highway No. 4) and the Northerly corner of Lot 1, VINELAND POINTE, according to the plat thereof as recorded in Plat Book 97, Page 5, Public Records of Orange County, Florida for the **Point Of Beginning**; Thence continue South 00°27'18" West, along said East line of the Northwest 1/4 and the Easterly boundary of said Lot 1, a distance of 89.64 feet, to the beginning of a curve concave Easterly, having a radius of 3793.00 feet, Thence departing said Easterly boundary of Lot 1, from a Tangent Bearing of South 38°31'34" West, run Southerly along the arc of said curve through a central angle of 07°09'43, an arc distance of 474.13 feet to the Point of Tangency of said curve; Thence South 31°21'51" West, a distance of 420.94 feet, to the beginning of a non-tangent curve concave Westerly, having a radius of 2325.25 feet; Thence from a Tangent Bearing of South 31°22'25" West, run Southerly along the arc of said curve, through a central angle of 07°04'06, an arc distance of 286.85 feet to the end of said curve; Thence South 31°01'25" East, a distance of 35.26 feet; Thence South 42°45'48" West, a distance of 423.45 feet to a point on the boundary of said Lot 1, VINELAND POINTE and the existing Limited Access Right-of-Way line of said State Road 400 (Interstate Highway No. 4) as shown on said Florida Department of Transportation Right-of-Way Map; Thence North 51°23'39" West, along the boundary of said Lot 1 and said existing Limited Access Right-of-Way line, a distance of 159.53 feet to a point being 150.00 feet Southeasterly of and perpendicular to the Survey Centerline of said State Road 400 (Interstate Highway No. 4); Thence North 38°36'21" East, continuing along the boundary of said Lot 1 and said existing Limited Access Right-of-Way line, a distance of 1683.62 feet, to the **Point Of Beginning.**

Containing 4.567 acres, more or less

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

This legal description prepared under the direction of:
Scott V. Miller, PLS No. 4370
Florida Department of Transportation
District Five Office

719 South Woodland Boulevard
Deland, Florida 32720

PARCEL No. 700:
Temporary Construction Easement

Section 75280
FP No 441113-1

That portion of:

A parcel of land situated in Section 14, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the West $\frac{1}{4}$ corner of said Section 14 as a point of reference; thence run North $89^{\circ}27'15''$ East along the North line of the Southwest $\frac{1}{4}$ of said Section 14, 2028.18 feet to the Southerly right of way line of Interstate 4 as shown on State Road Department Right-of-Way Map Section 75280-2413 and the **Point of Beginning**; thence run North $38^{\circ}38'49''$ East along Southerly right of way line, 1052.32 feet to the East line of the Northwest $\frac{1}{4}$ of aforementioned Section 14; thence run South $00^{\circ}27'13''$ West along said East Line, 815.70 feet to the aforementioned North line of the Southwest $\frac{1}{4}$; thence run South $89^{\circ}27'15''$ West along said North line, 348.92 feet to the Northerly extension of the East right of way line of Lake Willis Drive; thence run South $30^{\circ}22'38''$ East along said Northerly extension, 578.96 feet to the Southerly extension of Lot 1, Lake Willis Camps as recorded in Plat Book Q, Page 98 of the Public Records of Orange County, Florida; thence run South $00^{\circ}56'48''$ East, along said Southerly extension, 274.71 feet; thence run South $89^{\circ}55'06''$ East, 30.00 feet to the East right of way line of Wildwood Avenue as shown on said Plat of Lake Willis Camps, said line being a curve concave to the South, thence run Northeasterly along said curve having a central angle of $148^{\circ}15'13''$, a radius of 26.40 feet, an arc length of 68.31 feet, a chord bearing of North $74^{\circ}20'38''$ East and a chord distance of 50.79 feet to the West right of way line of Lake Willis Drive; thence run South $30^{\circ}22'38''$ East, along said West line, 397.69 feet to the North line of the land described in that Trustee's Deed recorded in Official Records Book 8028, Page 2327 of the Orange County Public Records; thence run South $58^{\circ}57'06''$ West, along said North line, 801.90 feet to the East right of way line of Daryl Carter Parkway as described in Official Records Book 9942, Page 7288 of the Public Records of Orange County, Florida; thence run the following three (3) courses and distances along said East right of way line: (1) North $49^{\circ}29'41''$ West, 345.85 feet; (2) North $38^{\circ}38'52''$ East, 23.79 feet; (3) North $51^{\circ}21'11''$ West 500.00 feet to the aforementioned Southerly right of way line of Interstate 4; thence run North $38^{\circ}38'49''$ East, along said southerly line, 10.00 feet to State Road Parcel 255R, as recorded in Official Records Book 10106, Page 3841; thence run the following three (3) courses and distances along said parcel: (1) South $51^{\circ}21'11''$ East, 55.90 feet; (2) North $38^{\circ}38'49''$ East, 390.60 feet; (3) North $51^{\circ}21'11''$ West, 306.00 feet to the aforementioned Southerly right of way line of Interstate 4; thence run North $38^{\circ}38'49''$ East along said Southerly Line, 627.08 feet to the **Point of Beginning**.

Also known as Lot 1, VINELAND POINTE, according to the plat thereof as recorded in Plat Book 97, Page 7, Public Records of Orange County, Florida.

(Being the lands described in Document Number 20170205715, Parcel 1, Tax Identification Number 14-24-28-0000-00006; recorded 04/17/2017 of the Public Records of Orange County, Florida.)

Being described as follows:

Commence at a 6"x6" Concrete Monument with broken top, No Identification, marking the North 1/4 corner of Section 14, Township 24 South, Range 28 East, Orange County, Florida, as shown on Florida Department of Transportation Right-of-Way Map, Section 75280, Financial Project Number 441113-1; Thence South 00°27'18" West, along the East line of the Northwest 1/4 of said Section 14, a distance of 1863.54 feet, to the existing Southerly Limited Access Right-of-Way line of State Road 400 (Interstate Highway No. 4), being 150.00 feet Southeasterly of and perpendicular to the Survey Centerline of said State Road 400 (Interstate Highway No. 4) and the Northerly corner of Lot 1, VINELAND POINTE, according to the plat thereof as recorded in Plat Book 97, Page 5, Public Records of Orange County, Florida; Thence continue South 00°27'18" West, along said East line of the Northwest 1/4 and the Easterly boundary of said Lot 1, a distance of 89.64 feet, to the **Point of Beginning**; Thence continue South 00°27'18" West, along said East line of the Northwest 1/4 and the Easterly boundary of said Lot 1, a distance of 726.60 feet; thence departing said East line of the Northwest 1/4 and continuing along the boundary of said Lot 1, South 89°35'07" West, a distance of 64.10 feet; Thence continuing along the boundary of said Lot 1, South 00°49'53" East, a distance of 2.50 feet, to the South line of the Northwest 1/4 of said Section 14; Thence continuing along the boundary of said Lot 1 and a Westerly extension thereof and along said South line of the Northwest 1/4, South 89°27'14" West, a distance of 285.30 feet; Thence departing said South line of the Northwest 1/4, South 30°26'58" East, a distance of 98.00 feet; Thence South 59°18'41" West, a distance of 384.80 feet; Thence North 31°01'25" West, a distance of 35.26 feet, to the beginning of a non-tangent curve concave Westerly, having a radius of 2325.25 feet; Thence from a Tangent Bearing of North 38°26'31" East, run Northerly along the arc of said curve, through a central angle of 07°04'06", an arc distance of 286.85 feet to the end of said non-tangent curve, having an ahead tangent bearing of North 31°22'25" East; Thence North 31°21'51" East, a distance of 420.94 feet to the beginning of a curve concave Easterly, having a radius of 3793.00 feet; Thence Northerly along the arc of said curve, through a central angle of 07°09'43", an arc distance of 474.13 feet to the East line of the Northwest 1/4 of said Section 14, being the end of said curve and the **Point of Beginning**.

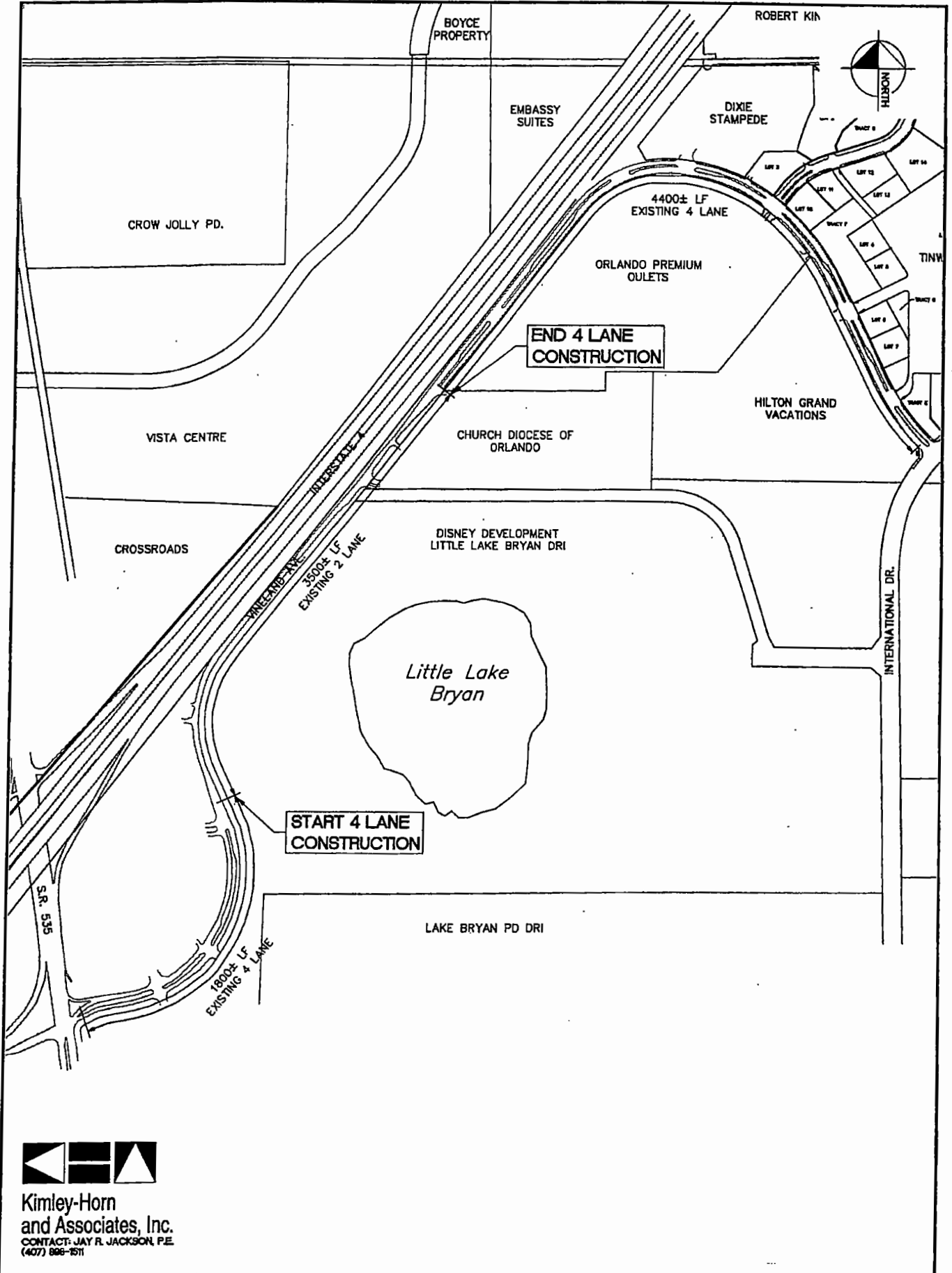
Containing 5.099 acres, more or less

This legal description prepared under the direction of:
Scott V. Miller, PLS No. 4370
Florida Department of Transportation
District Five Office
719 South Woodland Boulevard
Deland, Florida 32720

Exhibit "E"

VINELAND AVENUE IMPROVEMENTS

[See attached page]



Kimley-Horn
and Associates, Inc.
CONTACT: JAY R. JACKSON, P.E.
(407) 866-1511

Exhibit "F"

FDOT AGREEMENT

[See attached pages]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

575-090-07a
 RIGHT OF WAY
 OGC - 10/16
 Page 1 of 4

ITEM SEGMENT NO.: 4411131 (2424848)
 DISTRICT: 05-75280
 FEDERAL PROJECT NO.: N/A
 STATE ROAD NO.: 400 (I-4)
 COUNTY: Orange
 PARCEL NO.: 105 (1105) and 700 (1700)

Seller: Vineland Pointe Owner LLC, a limited liability company organized under the laws of Delaware, and qualified to do business in the State of Florida

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) **Estate Being Purchased:** Fee Simple Permanent Easement Temporary Easement Leasehold

(b) **Real Property Described As:** Parcel 105 (1105) and Parcel 700 (1700), Orange County, Florida

(c) **Personal Property:** N/A

(d) **Outdoor Advertising Structure(s) Permit Number(s):** N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: Billboard owned by Clear Channel Outdoor Inc. Permit Numbers CK862 & CH652

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property		
Land	1.	\$ <u>0.00</u>
Improvements	2.	\$ <u>0.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>0.00</u>
Total Real Property	4.	\$ <u>0.00</u>
(b) Total Personal Property	5.	\$ _____
(c) Fees and Costs		
Attorney Fees	6.	\$ _____
Appraiser Fees	7.	\$ _____
_____ Fee(s)	8.	\$ _____
Total Fees and Costs	9.	\$ <u>0.00</u>
(d) Total Business Damages	10.	\$ _____
(e) Total of Other Costs	11.	\$ _____
List: _____		

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) **\$ 0.00**

Total Global Settlement Amount **\$ _____**

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing **\$ _____**

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____ **\$ _____**

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: _____

- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page _____ is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature Type or Print Name and Title

Legal Review: _____
Date

Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

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Signature Date

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Exhibit "G"

**RESTRICTED VPO DEVELOPMENT PARCELS
(VPO DEVELOPMENT PLAN AND TRIP MATRIX)**

[See attached pages]



MEMORANDUM

November 4, 2019

Re: OCP Vineland PD
 Land Use Equivalency Calculation
 Orange County, Florida
 Project № 16023.1

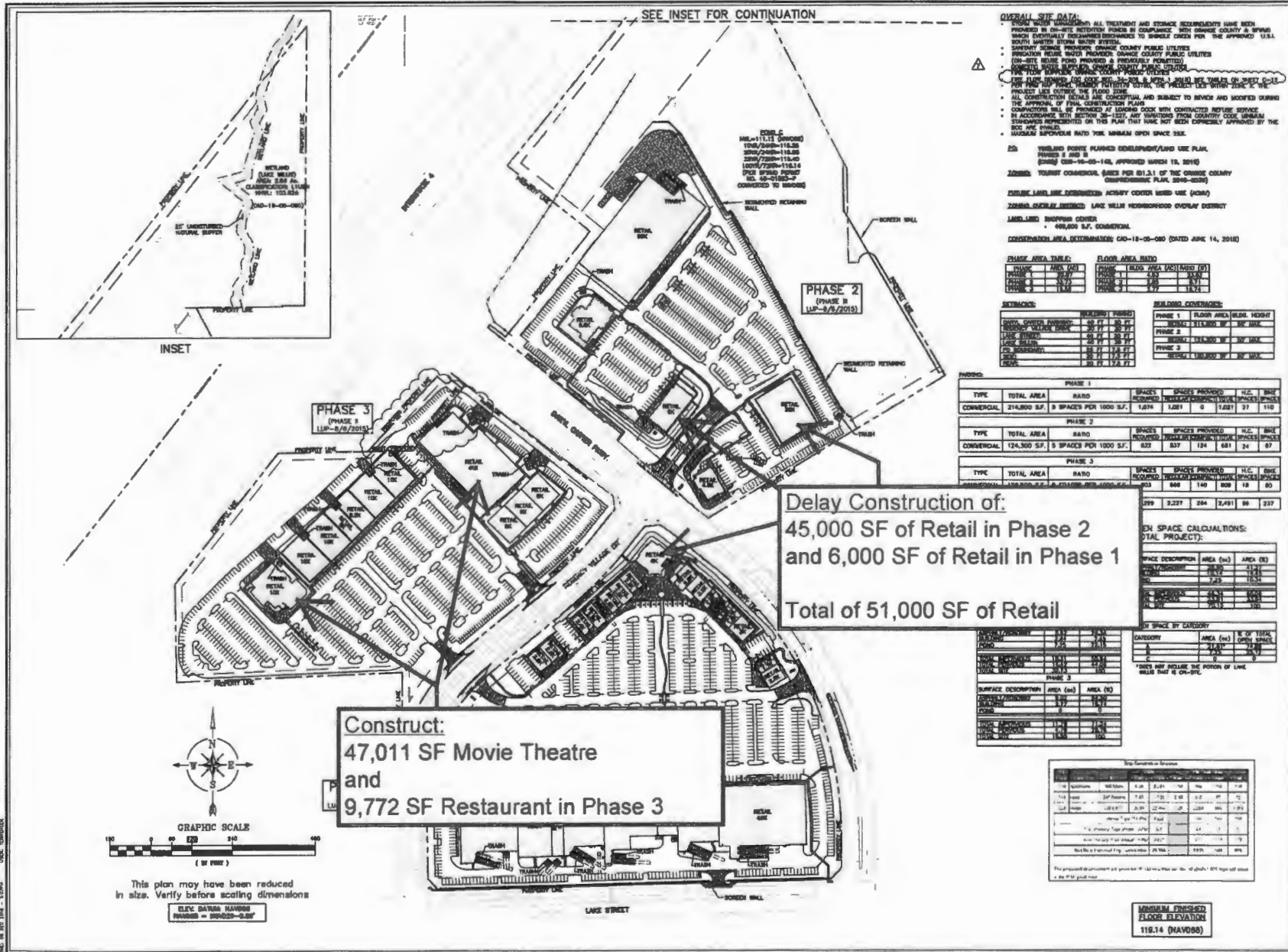
The developer of OCP Vineland is proposing to delay construction of 6,000 square feet of retail in Phase 1 and 45,000 square feet of retail in Phase 2 of the project, a total of 51,000 square feet of retail, in order to allow the construction of a proposed 47,011 square feet movie theatre and an 9,772 square feet restaurant to proceed in Phase 3.

The trip analysis, summarized in **Table 1**, was prepared using data from the ITE *Trip Generation Report, 10th Edition* in accordance with Orange County requirements. The results of the analysis reveal that 51,000 square feet of retail generate 3,803 daily trips while the proposed movie theater and restaurant generate a total of 3,404 daily trips. Therefore, the proposal would result in a net **reduction** of 399 daily trips generated by the project.

**Table 1
 Comparative Trip Generation Analysis**

ITE Code	Land Use	Size	Daily	
			Rate	Trips
Approved Phases 1 & 2 Land Use				
820	Retail	51,000 SF	74.58	3,803
Proposed Phase 3 Land Uses				
445	Movie Theater	47,011 SF	49.10	2,308
931	Restaurant	9,772 SF	112.18	1,096
Phase 3 Trips				3,404
Resulting Change in Trips				-399

ITE Trip Generation Report, 10th Edition



HARRIS
 Harris O&E Engineers, LLC
 1330 E. Highway Street
 Suite 200
 Ocala, Florida 32803
 Phone: (407) 629-4777
 Fax: (407) 629-7888
 www.harris-engineers.com
 03 9814

Vineland Pointe
 Development Plan
 Orange County, Florida

Revisions:

NO.	DATE	DESCRIPTION
1	11/14/19	ISSUE FOR PERMITS
2	11/14/19	ISSUE FOR PERMITS
3	11/14/19	ISSUE FOR PERMITS
4	11/14/19	ISSUE FOR PERMITS
5	11/14/19	ISSUE FOR PERMITS
6	11/14/19	ISSUE FOR PERMITS
7	11/14/19	ISSUE FOR PERMITS
8	11/14/19	ISSUE FOR PERMITS
9	11/14/19	ISSUE FOR PERMITS
10	11/14/19	ISSUE FOR PERMITS

OVERALL SITE PLAN
 Design: AK
 Drafter: TYK
 Checker: AK
 Project No.: 00000000

Prepared by: DRC Conyers
 10/05/2018
C-05