



Interoffice Memorandum

**AGENDA ITEM**

DATE: May 13, 2022

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

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

**CONTACT PERSON: Joseph Kunkel, DRC Chairman  
Development Review Committee  
Public Works Department  
(407) 836-7971**

SUBJECT: May 24, 2022 — Consent Item  
Hold Harmless and Indemnification Agreement  
(Del Webb Oasis)  
Case # HHA-22-05-154

The Orange Lake Country Club Planned Development (PD) / Orange Lake - Village NW1 Preliminary Subdivision Plan (PSP) was originally approved by the Board on July 2, 2019. The PSP is currently approved for 422 age-restricted single-family residential dwelling units on a total of 198.02 acres, to be built in four phases. The Orange Lake - Village NW1 PSP is generally located north and south of Hartzog Road and west of State Road 429.

The plats for Phase 1 and Phase 2 were submitted on June 14, 2021, and March 9, 2022, respectively, and staff has indicated the plat for Phase 1 should be ready for approval on or about 30 days from the effective date of the attached Agreement. However, approval of the plats are contingent upon the County's acceptance of the realigned Hartzog Road. Hartzog Road is being constructed by Holiday Inn Club Vacations Incorporated pursuant to the 2008 Hartzog Road Right-of-Way Agreement. Due to issues that arose during construction, there have been significant delays in the County's acceptance of Hartzog Road for maintenance.

The Applicant, Pulte Home Company, LLC, is requesting relief under Section 30-83(b) of Orange County Code, which allows the Development Review Committee (DRC) to approve, under terms and conditions acceptable to it, vertical construction for single-family homes prior to plat, if the plat for a project is delayed through no fault of the applicant.

The Applicant attended the April 27, 2022 DRC meeting to discuss this request. The DRC determined that they could be comfortable approving construction of up to 15 of the

approximately 196 single-family homes contemplated to be built in Phases 1 and 2 prior to plat approval, provided the applicant met certain terms and conditions. One of those terms and conditions is that the Applicant enter into a Hold Harmless and Indemnification Agreement which includes requirements similar to those for model homes including, but not limited to, that all construction is at the Applicant's sole risk and expense, that no certificate of occupancy, temporary or otherwise, will be provided until the completion and conveyance of Hartzog Road, and that the Applicant will be required to provide notice to any potential purchaser of such single-family units indicating that no certificate of occupancy will be allowed until Hartzog Road is complete and the plat has been approved and recorded.

The Applicant attended the May 11, 2022 DRC meeting where the Hold Harmless and Indemnification Agreement was considered. At this meeting, staff indicated that there may be additional delays in the approval of the Phase 1 plat. DRC considered additional language that if the plat approval was delayed beyond 60 days from the effective date of the Agreement, it would be comfortable with the County's approval of permits for an additional 15 single family homes, subject to the same terms and conditions.

The Hold Harmless and Indemnification Agreement received a recommendation of approval from the DRC on May 11, 2022. Upon approval by the Board, the Hold Harmless and Indemnification Agreement will be recorded in the Public Records of Orange County.

**ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement (Del Webb Oasis) by and between Pulte Home Company, LLC and Orange County providing for the issuance of permits for up to 30 single family homes prior to approval and recording of the plat for Phase 1. District 1**

JWW/JK/lme  
Attachment

BCC Mtg. Date: May 24, 2022

Instrument prepared by:

Elesa R. Sowell, Esq.  
Shutts & Bowen LLP  
300 South Orange Ave., Suite 1600  
Orlando, Florida 32801

Return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

Parcel ID No. 29-24-27-0000-00-018

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
(Del Webb Oasis)**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Pulte Home Company, LLC, a Michigan limited liability company, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (and whose corporate headquarters address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, GA 30326) ("Applicant") and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 ("County").

**WITNESSETH:**

**WHEREAS**, Applicant holds fee simple title to property, which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"), and which, when platted, will become the subdivision known as "Del Webb Oasis;" and

**WHEREAS**, the Property is adjacent to and will be accessed by the realigned Hartzog Road between Flamingo Crossings and the terminus of Avalon Road ("Realigned Hartzog Road") that is the subject of that certain Hartzog Road Right-of-Way Agreement by and among Holiday Inn Club Vacations Incorporated, a Delaware corporation authorized to transact business in Florida, successor by conversion to and formerly known as Orange Lake Country Club, Inc., a

Florida corporation (“Orange Lake”), five other parties, and the County dated effective June 3, 2008, recorded at Official Records Book 9712, Page 4850 (the “ROW Agreement”), as supplemented by that certain Supplemental Road Agreement to Hartzog Road Right-of-Way Agreement dated effective November 12, 2019, recorded as Document Number 20190732203, all in the Public Records of Orange County, Florida (the “Supplemental Agreement,” and together with the ROW Agreement, the “Hartzog Road Agreement”); and

**WHEREAS**, Pulte acquired the Property from Orange Lake in reliance on schedule commitments from Orange Lake, including the construction and completion of the Realigned Hartzog Road (required for access to the Property) by October 20, 2020, and accordingly prepared a business plan and schedule for developing the Del Webb Oasis subdivision on the Property; and

**WHEREAS**, the Del Webb Oasis subdivision is to be completed in four phases with an aggregate of approximately four hundred twenty-two (422) lots for all four phases, with Phase 1 being comprised of approximately one hundred twenty (120) single-family lots and Phase 2 being comprised of approximately seventy-six (76) single-family lots, for approximately one hundred ninety-six (196) lots total for Phase 1 and Phase 2; and

**WHEREAS**, permits for subdivision construction plans have been issued for Phase 1 and Phase 2 (each, a “Phase” and together, the “Phases”) of the Del Webb Oasis subdivision and subdivision infrastructure is substantially complete for the vertical construction of the Project (as defined below); and

**WHEREAS**, the Applicant has submitted plats to the County for review for both Phases of the Del Webb Oasis subdivision (together, the “Del Webb Plats” or the “Plats”, and as to each Phase, the “Del Webb Plat” or the “Plat”, as applicable); and

**WHEREAS**, the County has determined that the Del Webb Plats are in final review, and the County anticipates that the Phase 1 Plat will be in final form ready for approval on or about thirty (30) days from the Effective Date (as defined herein) of this Agreement; and

**WHEREAS**, due to certain issues that arose during construction of the Realigned Hartzog Road, the County has not yet accepted and issued a “Certificate of Completion” for the Realigned Hartzog Road; however, the Realigned Hartzog Road is substantially complete and is sufficient to provide safe and adequate access to the Property; and

**WHEREAS**, as a result of the lack of a Certificate of Completion for the Realigned Hartzog Road, and due to no fault of the Applicant, the Del Webb Plats cannot be finally approved and recorded prior to the issuance of the Certificate of Completion for the Realigned Hartzog Road; and

**WHEREAS**, Section 30-83(b), Orange County Code, provides, in pertinent part, “for single-family development, where it is expected or determined that the plat for a particular development cannot be approved and recorded through no fault of the developer’s before vertical construction is ready to commence, the development review committee [“DRC”] may approve vertical construction in advance of platting pursuant to terms and conditions that are acceptable to the DRC, provided that in no event may a temporary or permanent certificate of occupancy be issued for such vertical construction before the plat is approved and recorded”; and

**WHEREAS**, the DRC has determined that the delay in approving and recording the Del Webb Plats is through no fault of the Applicant’s; and

**WHEREAS**, pursuant to Section 30-83(b), Orange County Code, Applicant has requested, and, in consideration of the terms and conditions set forth herein, the DRC has recommended approval of vertical construction for fifteen (15) single-family homes in Phase 1 of the Del Webb Oasis subdivision, of the total 196 single-family homes to be built in Phases 1 and 2, on the Property prior to approval of the Phase 1 Plat (the “Initial Project”);

**WHEREAS**, in the event, the Phase 1 Plat is not in final form and ready for approval, through no fault of the Applicant (to be confirmed by the County’s Development Engineering Division), within sixty (60) days from the Effective Date of this Agreement, the DRC has recommended approval of vertical construction for an additional fifteen (15) single-family homes to be built in Phase 1 on the Property, for a total of thirty (30) single-family homes, prior to approval of the Phase 1 Plat (the “Additional Project” and together with the Initial Project, the “Project”); and

**WHEREAS**, the Initial Project is more particularly described in **Exhibit "B"** and the Additional Project is more particularly described in **Exhibit "C"**, both attached hereto and incorporated herein by this reference; and

**WHEREAS**, the DRC's agreement to the Project is subject to certain terms and conditions, including indemnifying and holding the County harmless, all as provided herein; and

**WHEREAS**, Applicant understands and agrees that constructing the Project upon the Property before the Phase 1 Plat is formally approved by County and recorded is being done solely at Applicant's risk and may place such Project at risk of having to be substantially modified or completely removed, if necessary, by Applicant in order for County to formally approve the Plat and, in spite of these risks, Applicant desires to commence construction of the Project upon the Property.

**NOW, THEREFORE**, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Applicant and County hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement by this reference.

2. **ACKNOWLEDGEMENTS.** Applicant acknowledges that:

(a) Applicant is requesting, at its sole risk and expense, that County issue building permits prior to approval and recording of the Phase 1 Plat;

(b) Regardless of approval of Applicant's request, Applicant has a continuing obligation to have the Phase 1 Plat for the Project approved and recorded; and

(c) Applicant understands and agrees that under no circumstances will the County issue a temporary or permanent certificate of occupancy until the Phase 1 Plat is approved and recorded for the Project and the certificate of completion for the site work for Phase 1 has been issued;

(d) All construction is at Applicant's sole risk and expense;

(e) Curb and stabilized road base must be installed to the satisfaction of the public works department;

(f) Drainage infrastructure must be completed for the development to the satisfaction of the public works department;

(g) A fully functional, readily accessible, county-approved fire hydrant must be in place in a location suitable to serve the entire Project;

(h) The water system serving the Project must be partially or fully cleared for service by the Florida Department of Environmental Protection;

(i) Permanent street signs and a street address number for each proposed home shall be in place to facilitate emergency response, as determined by the Orange County Fire Marshal, and Applicant shall provide a GIS shapefile prior to addressing, showing all of the linework for the Phase 1 Plat, to the Zoning Division to be added to the preliminary parcel layer;

(j) Applicant shall have complied with any and all other Orange County Code provisions, including zoning regulations;

(k) All recreation tracts which will serve the Project must be substantially complete;

(l) Until final approval and recording of the Phase 1 Plat, Applicant must provide written notice to any and all prospective buyers of single-family homes to ultimately be included within the Phase 1 Plat that certificates of occupancy will not be issued until the final Phase 1 Plat is approved and recorded and the certificate of completion for the site work for Phase 1 has been issued; and

(m) Concurrency must be satisfied and reservation accounts funded (or exemptions documented), as applicable, for the Project.

3. **HOLD HARMLESS AND INDEMNIFICATION.**

(a) Applicant hereby assumes sole and entire responsibility for any and all costs associated with the need to modify or remove, if necessary, any structure, easement, dedication, or other improvement(s) constructed or placed upon the Property that may arise during County's review of the Phase 1 Plat.

(b) Applicant and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to County), and hold County, its Board

members, officers, employees, contractors, agents, and elected and appointed officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the issuance of building permit(s) for the Project until such time as the Plat for the Property has been approved and recorded.

4. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property described herein or any portion thereof, their heirs, representatives, successors, and assigns.

5. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by County and Applicant. The foregoing notwithstanding, this Agreement shall automatically terminate upon the later of recordation of the Phase 1 Plat or the issuance of the certificate of completion for the site work for Phase 1; provided, however, that Applicant's assumption of responsibility and agreement to release, indemnify, defend, and hold County harmless, as more fully set forth in paragraph 3 hereof, shall survive such automatic termination with respect to any event related to the issuance of the building permit(s) prior to approval and recording of the Phase 1 Plat which may occur prior to the recording of the Plat.

6. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

7. **RECORDATION.** An executed original of this Agreement shall be recorded, at Applicant's expense, in the Public Records of Orange County, Florida.

8. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by County or the date of execution by Applicant, whichever is later (the "Effective Date").

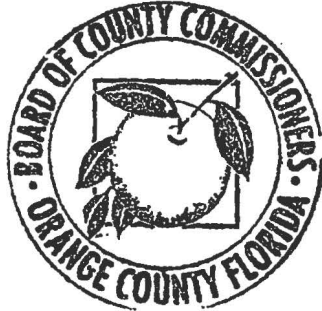


9. **COUNTERPARTS.** This Agreement may be executed in up to two identical counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties and the parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the Effective Date.



**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

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

Date: May 24, 2022

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

By: *Katie Smith*  
Deputy Clerk

Printed name: **Katie Smith**

**PULTE HOME COMPANY, LLC, a Michigan limited liability company**

By: [Signature]

Name: DOUG HOFFMAN

Title: VP OF LAND DEV

Date: MAY 16, 2022

Signed, sealed and delivered in the presence of

two (2) Witnesses:

[Signature]

Print Name: MARISOL MAJICA

[Signature]

Print Name: Terry E. Bissen

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me, a Notary Public, by means of  physical presence or  online notarization this 16<sup>TH</sup> day of MAY, 2022, by DOUG HOFFMAN, as VP of LAND DEV. of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who  is personally known to me or  has produced (type of identification) \_\_\_\_\_ as identification.

[Signature]  
Notary Public

Printed Name Terry E. Bissen



**TERRY E. BISSEN**  
Commission # GG 977970  
Expires May 22, 2024  
Bonded Thru Budget Notary Services

My Commission Expires: 5/22/2024

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
(6 pages follow)

DEL WEBB OASIS PHASE 1 LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 28 AND 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 00°18'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°56'26" EAST FOR A DISTANCE OF 347.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 543.69 FEET, A CENTRAL ANGLE OF 64°06'01", THE CHORD OF WHICH BEARS NORTH 58°00'31" EAST FOR A DISTANCE OF 577.03 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 608.26 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 25°57'31" EAST FOR A DISTANCE OF 48.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 603.69 FEET, A CENTRAL ANGLE OF 45°43'22", THE CHORD OF WHICH BEARS NORTH 48°49'12" EAST FOR A DISTANCE OF 469.07 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 481.75 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 18°19'07" WEST FOR A DISTANCE OF 125.00 FEET; THENCE RUN NORTH 12°57'30" WEST FOR A DISTANCE OF 50.21 FEET; THENCE RUN NORTH 28°42'19" WEST FOR A DISTANCE OF 126.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COURSE NORTH 28°42'19" WEST A DISTANCE OF 141.34 FEET; THENCE RUN NORTH 61°40'30" EAST FOR A DISTANCE OF 5.01 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 16°08'23", THE CHORD OF WHICH BEARS NORTH 20°15'18" WEST FOR A DISTANCE OF 94.05 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 94.37 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 81°11'42" WEST FOR A DISTANCE OF 182.91 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 34°04'23", THE CHORD OF WHICH BEARS NORTH 12°13'57" EAST FOR A DISTANCE OF 298.84 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 303.29 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°16'09" EAST FOR A DISTANCE OF 217.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 39°07'31", THE CHORD OF WHICH BEARS NORTH 48°49'56" EAST FOR A DISTANCE OF 200.90 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 204.86 FEET TO A POINT OF A REVERSE CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 80°19'10", THE CHORD OF WHICH BEARS NORTH 28°16'13" EAST FOR A DISTANCE OF 12.89 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 14.01 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 11°51'17" WEST FOR A DISTANCE OF 29.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 542.50 FEET, A CENTRAL ANGLE OF 20°12'50", THE CHORD OF WHICH BEARS NORTH 01°44'52" WEST FOR A DISTANCE OF 190.40 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 191.39 FEET TO A POINT OF A REVERSE CURVE CONCAVE WESTERLY WITH A RADIUS OF 135.50 FEET, A CENTRAL ANGLE OF 16°21'10", THE CHORD OF WHICH BEARS NORTH 00°10'59" EAST FOR A DISTANCE OF 38.54 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 38.67 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 07°59'36" WEST FOR A DISTANCE OF 17.07 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 283.14 FEET, A CENTRAL ANGLE OF 08°03'12", THE CHORD OF WHICH BEARS NORTH 02°01'38" EAST FOR A DISTANCE OF 39.77 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.80 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 06°03'14" EAST FOR A DISTANCE OF 46.22 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE

WESTERLY WITH A RADIUS OF 308.73 FEET, A CENTRAL ANGLE OF 12°56'48", THE CHORD OF WHICH BEARS NORTH 00°22'34" WEST FOR A DISTANCE OF 69.61 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 69.76 FEET TO A POINT OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 429.00 FEET, A CENTRAL ANGLE OF 09°18'27", THE CHORD OF WHICH BEARS NORTH 11°30'11" WEST FOR A DISTANCE OF 69.61 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 69.69 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 16°09'24" WEST FOR A DISTANCE OF 62.10 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 84°38'03", THE CHORD OF WHICH BEARS NORTH 58°47'09" WEST FOR A DISTANCE OF 47.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 51.70 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1015.00 FEET, A CENTRAL ANGLE OF 22°49'12", THE CHORD OF WHICH BEARS NORTH 67°29'14" EAST FOR A DISTANCE OF 401.59 FEET, FOR AN ARC LENGTH OF 404.26 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 56°04'38" EAST FOR A DISTANCE OF 566.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 07°02'00", THE CHORD OF WHICH BEARS NORTH 59°35'38" EAST FOR A DISTANCE OF 109.80 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 109.87 FEET TO A NON-TANGENT POINT; THENCE RUN SOUTH 59°26'26" EAST FOR A DISTANCE OF 457.64 FEET; THENCE RUN SOUTH 30°33'34" WEST FOR A DISTANCE OF 9.60 FEET; THENCE RUN SOUTH 59°26'26" EAST FOR A DISTANCE OF 48.00 FEET; THENCE RUN NORTH 30°33'34" EAST FOR A DISTANCE OF 9.71 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 21°44'34", THE CHORD OF WHICH BEARS SOUTH 72°55'02" EAST FOR A DISTANCE OF 41.49 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 41.74 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 83°47'19" EAST FOR A DISTANCE OF 185.25 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 98.39 FEET, A CENTRAL ANGLE OF 25°36'18", THE CHORD OF WHICH BEARS SOUTH 69°46'10" EAST FOR A DISTANCE OF 43.60 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 43.97 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 56°58'01" EAST FOR A DISTANCE OF 142.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 58°23'55", THE CHORD OF WHICH BEARS SOUTH 27°46'03" EAST FOR A DISTANCE OF 9.76 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 10.19 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 01°25'55" WEST FOR A DISTANCE OF 37.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 65°10'57", THE CHORD OF WHICH BEARS SOUTH 31°09'34" EAST FOR A DISTANCE OF 118.50 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 125.14 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 63°45'02" EAST FOR A DISTANCE OF 109.02 FEET; TO A NON-TANGENT POINT OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 14°06'17", THE CHORD OF WHICH BEARS SOUTH 70°48'11" EAST FOR A DISTANCE OF 27.01 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 27.08 FEET TO A NON-TANGENT POINT; THENCE RUN SOUTH 77°51'20" EAST FOR A DISTANCE OF 50.97 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 78°47'24", THE CHORD OF WHICH BEARS NORTH 62°44'58" EAST FOR A DISTANCE OF 139.63 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 151.27 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 23°21'16" EAST FOR A DISTANCE OF 188.76 FEET; THENCE RUN SOUTH 48°07'50" EAST FOR A DISTANCE OF 418.90 FEET; THENCE RUN SOUTH 41°52'10" WEST FOR A DISTANCE OF 213.20

FEET; THENCE RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 1455.47 FEET; THENCE RUN SOUTH 21°08'12" WEST FOR A DISTANCE OF 398.50 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 925.37 FEET, A CENTRAL ANGLE OF 20°09'00", THE CHORD OF WHICH BEARS NORTH 78°56'18" WEST FOR A DISTANCE OF 323.76 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 325.44 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°00'48" WEST FOR A DISTANCE OF 261.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 985.37 FEET, A CENTRAL ANGLE OF 16°55'37", THE CHORD OF WHICH BEARS NORTH 80°32'59" WEST FOR A DISTANCE OF 290.05 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 291.11 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 21°06'49" EAST FOR A DISTANCE OF 168.50 FEET; THENCE RUN NORTH 68°53'11" WEST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 21°06'49" WEST FOR A DISTANCE OF 110.02 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 925.37 FEET, A CENTRAL ANGLE OF 01°27'16", THE CHORD OF WHICH BEARS NORTH 68°28'08" WEST FOR A DISTANCE OF 23.49 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 23.49 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 67°44'29" WEST FOR A DISTANCE OF 194.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1176.28 FEET, A CENTRAL ANGLE OF 15°35'00", THE CHORD OF WHICH BEARS NORTH 75°31'59" WEST FOR A DISTANCE OF 318.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 319.93 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 83°19'29" WEST FOR A DISTANCE OF 243.52 FEET; THENCE RUN NORTH 06°40'31" WEST FOR A DISTANCE OF 125.00 FEET; THENCE RUN NORTH 83°19'29" WEST FOR A DISTANCE OF 23.51 FEET; THENCE RUN NORTH 06°40'31" EAST FOR A DISTANCE OF 105.51 FEET; THENCE RUN NORTH 06°06'14" EAST FOR A DISTANCE OF 49.30 FEET; THENCE RUN NORTH 01°05'37" EAST FOR A DISTANCE OF 15.27 FEET; THENCE RUN NORTH 83°19'29" WEST FOR A DISTANCE OF 148.53 FEET; THENCE RUN NORTH 06°40'31" EAST FOR A DISTANCE OF 5.00 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 903.69 FEET, A CENTRAL ANGLE OF 03°34'41", THE CHORD OF WHICH BEARS NORTH 85°02'29" WEST FOR A DISTANCE OF 56.42 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 56.43 FEET TO A NON-TANGENT POINT; THENCE RUN SOUTH 03°10'11" WEST FOR A DISTANCE OF 125.00 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 778.69 FEET, A CENTRAL ANGLE OF 03°29'06", THE CHORD OF WHICH BEARS NORTH 88°34'23" WEST FOR A DISTANCE OF 47.36 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 47.36 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 00°18'56" WEST FOR A DISTANCE OF 125.00 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 903.69 FEET, A CENTRAL ANGLE OF 19°09'23", THE CHORD OF WHICH BEARS SOUTH 80°06'22" WEST FOR A DISTANCE OF 300.74 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 302.14 FEET TO A NON-TANGENT POINT AND THE POINT OF BEGINNING.

CONTAINING: 4,819,569 SQUARE FEET OR 110.64 ACRES OF LAND, MORE OR LESS.

AND

DEL WEBB OASIS PHASE 2 LEGAL DESCRIPTION:

PARCEL 1

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 00°18'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°56'28" EAST FOR A DISTANCE OF 347.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 543.69 FEET, WITH A CHORD BEARING OF NORTH 58°00'31" EAST, AND A CHORD DISTANCE OF 577.03 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°06'01" FOR A DISTANCE OF 608.26 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 25°57'31" EAST FOR A DISTANCE OF 48.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 603.69 FEET, WITH A CHORD BEARING OF NORTH 48°49'12" EAST, AND A CHORD DISTANCE OF 469.07 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°43'22" FOR AN DISTANCE OF 481.75 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 18°19'07" WEST FOR A DISTANCE OF 125.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 728.69 FEET, WITH A CHORD BEARING OF NORTH 71°51'14" EAST, AND A CHORD DISTANCE OF 4.39 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'42" FOR A DISTANCE OF 4.39 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 17°58'25" WEST FOR A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 28°42'19" WEST FOR A DISTANCE OF 126.91 FEET TO THE SOUTHWEST CORNER OF TRACT R-2, DEL WEBB OASIS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK \_\_\_\_, PAGES \_\_\_\_ THROUGH \_\_\_\_ OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 903.69 FEET, WITH A CHORD BEARING OF NORTH 80°06'22" EAST, AND A CHORD DISTANCE OF 300.74 FEET; THENCE RUN THE FOLLOWING COURSES ALONG THE SOUTHERLY LINE OF SAID DEL WEBB OASIS: NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°09'23" FOR A DISTANCE OF 302.14 FEET TO A NON-TANGENT POINT; THENCE RUN SOUTH 00°18'56" EAST FOR A DISTANCE OF 125.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 778.69 FEET, WITH A CHORD BEARING OF SOUTH 88°34'23" EAST, AND A CHORD DISTANCE OF 47.36 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°29'06" FOR A DISTANCE OF 47.36 FEET TO A TO A NON-TANGENT POINT; THENCE RUN NORTH 03°10'11" EAST FOR A DISTANCE OF 125.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 903.69 FEET, WITH A CHORD BEARING OF SOUTH 85°02'29" EAST, AND A CHORD DISTANCE OF 56.42 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'41" FOR A DISTANCE OF 56.43 FEET TO A NON-TANGENT POINT; THENCE RUN SOUTH 06°40'31" WEST FOR A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 83°19'29" EAST FOR A DISTANCE OF 148.53 FEET; THENCE RUN SOUTH 01°05'37" WEST FOR A DISTANCE OF 15.27 FEET; THENCE RUN SOUTH 06°06'14" WEST FOR A DISTANCE OF 49.30 FEET; THENCE RUN SOUTH 06°40'31" WEST FOR A DISTANCE OF 105.51 FEET; THENCE RUN SOUTH 83° 19'29" EAST FOR A DISTANCE OF 23.51 FEET; THENCE RUN SOUTH 06°40'31" WEST FOR A DISTANCE OF 125.00 FEET; THENCE RUN SOUTH 83°19'29" EAST FOR A DISTANCE OF 243.52 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1176.28 FEET, WITH A CHORD BEARING OF SOUTH 75°31'59" EAST, AND A CHORD DISTANCE OF 318.94 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°35'00" FOR A DISTANCE OF 319.93 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 67°44'29" EAST FOR A DISTANCE OF 194.72 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 925.37 FEET, WITH A CHORD BEARING OF SOUTH 68°28'08" EAST, AND A CHORD DISTANCE OF 23.49 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°27'16" FOR A DISTANCE OF 23.49 FEET TO A NON-TANGENT POINT;



THENCE RUN NORTH 21°06'49" EAST FOR A DISTANCE OF 110.02 FEET; THENCE RUN SOUTH 68°53'11" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 21°06'49" WEST FOR A DISTANCE OF 168.50 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 985.37 FEET, WITH A CHORD BEARING OF SOUTH 79°32'52" EAST, AND A CHORD DISTANCE OF 255.91 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°55'22" FOR A DISTANCE OF 256.64 FEET TO A NON-TANGENT POINT, SAID POINT LYING ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE RUN SOUTH 00°20'09" WEST FOR A DISTANCE OF 387.28 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE RUN NORTH 89°56'28" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 2673.10 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,319,119 SQUARE FEET OR 30.28 ACRES OF LAND, MORE OR LESS.

PARCEL 2

TRACT FD-2, DEL WEBB OASIS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_ THROUGH \_\_\_\_\_, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION, 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

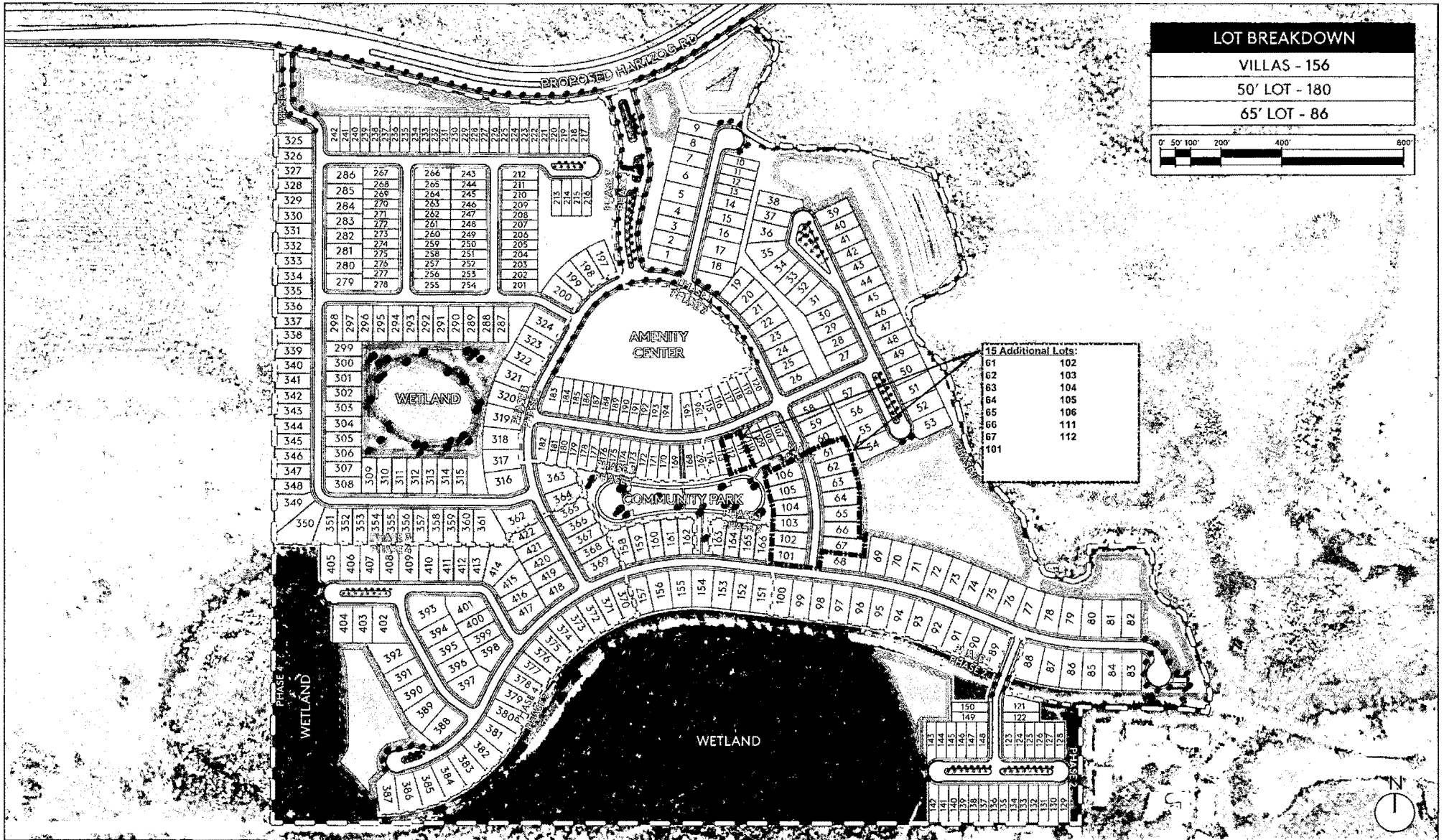
BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT FD-2, ALSO BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 510.00 FEET, WITH A CHORD BEARING OF NORTH 12°13'57" EAST, AND A CHORD DISTANCE OF 298.84 FEET; THENCE RUN THE FOLLOWING COURSES ALONG THE WESTERLY LINE OF SAID TRACT FD-2: NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°04'23" FOR A DISTANCE OF 303.29 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 29°16'09" EAST FOR A DISTANCE OF 217.72 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET, WITH A CHORD BEARING OF NORTH 48°49'56" EAST, AND A CHORD DISTANCE OF 200.90 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°07'31" FOR A DISTANCE OF 204.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE; CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF NORTH 28°16'13" EAST, AND A CHORD DISTANCE OF 12.89 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°19'10" FOR A DISTANCE OF 14.01 FEET TO A NON-TANGENT POINT, ALSO BEING THE NORTHERLY MOST CORNER OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING COURSES ALONG THE NORTHERLY LINE THEREOF: SOUTH 19° 46'27" EAST FOR A DISTANCE OF 58.46 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 250.00 FEET, WITH A CHORD BEARING OF SOUTH 49°44'51" WEST, AND A CHORD DISTANCE OF 174.93 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°57'25" FOR A DISTANCE OF 178.71 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 29°16'09" WEST FOR A DISTANCE OF 207.92 FEET; THENCE RUN SOUTH 81°11'42" EAST FOR A DISTANCE OF 330.08 FEET; THENCE RUN SOUTH 84°08'44" EAST FOR A DISTANCE OF 63.96 FEET; THENCE RUN SOUTH 01°00'01" WEST FOR A DISTANCE OF 120.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 475.00 FEET, WITH A CHORD BEARING OF NORTH 88°52'06" EAST, AND A CHORD DISTANCE OF 35.34 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'50" FOR A DISTANCE OF 35.35 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 03°15' 49" WEST FOR A DISTANCE OF 120.00 FEET; THENCE RUN NORTH 81°37'28" EAST FOR A DISTANCE OF 63.26 FEET TO THE NORTHEAST CORNER OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING COURSES ALONG THE EASTERLY LINE THEREOF: SOUTH 13°29'14" EAST FOR A DISTANCE OF 120.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 475.00 FEET, WITH A CHORD BEARING OF

SOUTH 78°09'07" WEST, AND A CHORD DISTANCE OF 27.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°16'43" FOR A DISTANCE OF 27.18 FEET TO A NON-TANGENT POINT; THENCE RUN SOUTH 10°12'32" EAST FOR A DISTANCE OF 171.18 FEET TO THE SOUTHEAST CORNER OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING COURSES ALONG THE SOUTHERLY LINE THEREOF: SOUTH 83°15'40" WEST FOR A DISTANCE OF 78.22 FEET; THENCE RUN NORTH 03° 16'09" WEST FOR A DISTANCE OF 121.18 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 525.00 FEET, WITH A CHORD BEARING OF SOUTH 87°26'51" WEST, AND A CHORD DISTANCE OF 13.13 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'00" FOR A DISTANCE OF 13.13 FEET TO A NON-TANGENT POINT; THENCE RUN SOUTH 01°50'09" EAST FOR A DISTANCE OF 121.19 FEET; THENCE RUN NORTH 88°29'01" WEST FOR A DISTANCE OF 78.22 FEET; THENCE RUN NORTH 81°11'42" WEST A DISTANCE OF 455.62 FEET TO THE POINT OF BEGINNING.

CONTAINING: 188,393 SQUARE FEET OR 4.32 ACRES OF LAND, MORE OR LESS.

**EXHIBIT "B"**  
**PRELIMINARY PLAN OF INITIAL PROJECT**

EXHIBIT "B"



LOT BREAKDOWN	
VILLAS	- 156
50' LOT	- 180
65' LOT	- 86

0' 50' 100' 200' 400' 800'

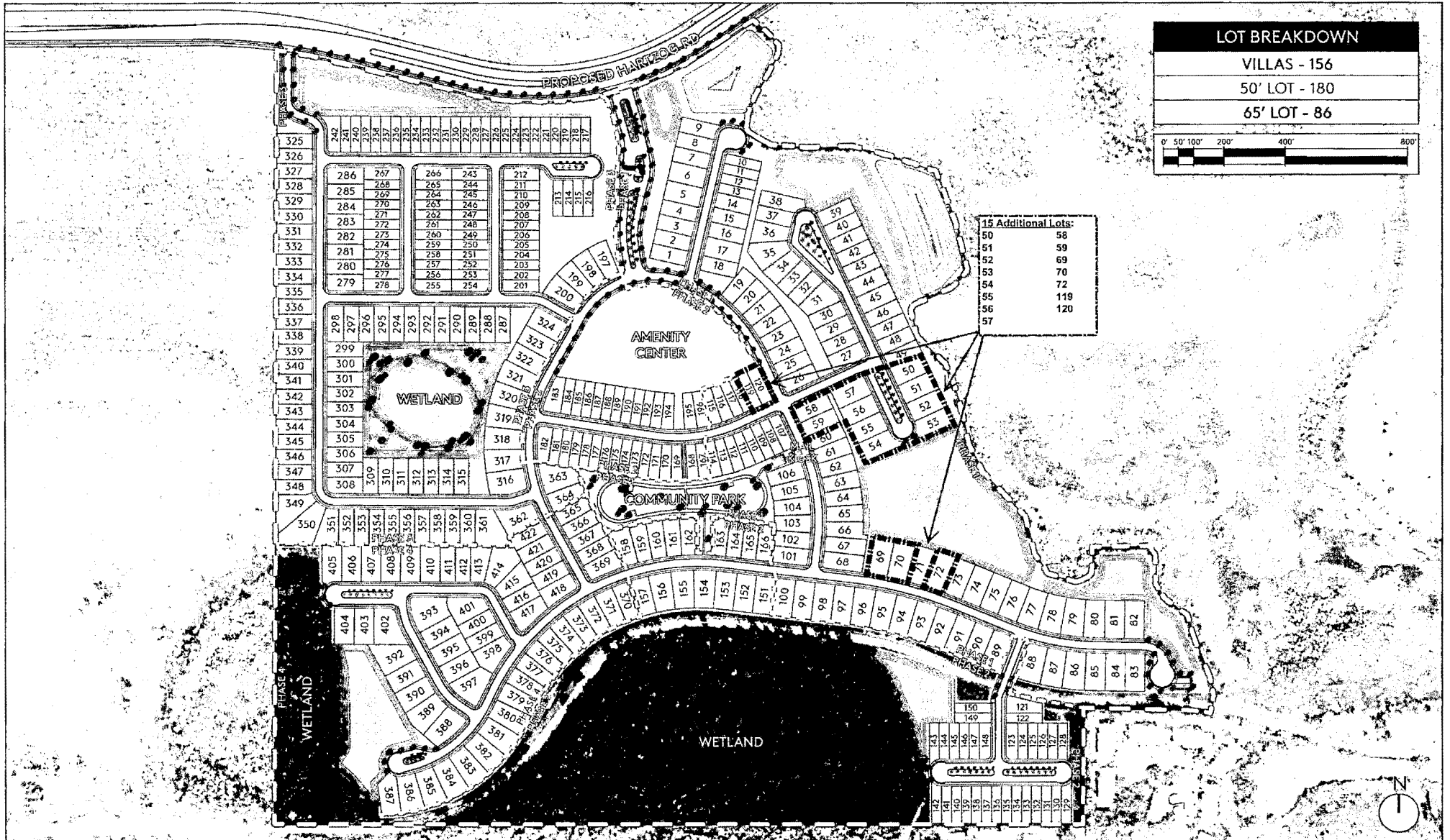
Del Webb

# OASIS

SITE PLAN  
ORANGE COUNTY, FL

**EXHIBIT "C"**  
**PRELIMINARY PLAN OF ADDITIONAL PROJECT**

EXHIBIT "C"



LOT BREAKDOWN	
VILLAS	- 156
50' LOT	- 180
65' LOT	- 86

15 Additional Lots:

50	58
51	59
52	69
53	70
54	72
55	119
56	120
57	