




Interoffice Memorandum

July 7, 2023

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

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

SUBJECT: August 8, 2023 – Consent Item  
Right Of Way Agreement Prime Logistics Center Taft-Vineland Road

The Roadway Agreement Committee has reviewed the Right Of Way Agreement Prime Logistics Center Taft-Vineland Road ("ROW Agreement") by and between BSREP III Prime Logistics Center LLC ("Prime Logistics") and Orange County. The Prime Logistics Center project is located off Taft-Vineland Road, and the County has recently completed the design of the roadway improvements and determined that certain lands are needed from the Prime Logistics Center project.

The ROW Agreement calls for the conveyance of 7.875 acres of land for right-of-way and stormwater pond purposes for the road widening project on Taft-Vineland Road within 120 days of the effective date of the ROW Agreement. The value of the right-of-way to be conveyed has been agreed to be \$2,915,797.50 in accordance with Section 23-95 of Orange County Code. Pursuant to Orange County Code, developers are entitled to transportation impact fee credits on a dollar-for-dollar basis for any transportation mitigation requirements.

On June 23, 2020, the Board approved a Proportionate Share Agreement for Prime Logistics Center Taft-Vineland Road, recorded in the Orange County, Florida Public Records as Document Number 20200357097 (the "Proportionate Share Agreement"), which called for payment to the County in the amount of \$856,096. Subsequently, Prime Logistics has proposed to increase the square footage of the industrial development complex from 830,000 to 840,000 sq. ft., resulting in an additional payment of \$12,556 due to the County, pursuant to the pending First Amendment to Proportionate Share Agreement for Prime Logistics Center Taft-Vineland Road. The total proportionate share payment is \$868,652 to be made pursuant to both agreements. Additionally, due to the timing associated with the Prime Logistics Center project in relation to the roadway design, Prime Logistics was not able to apply the transportation impact fee credits it would have received from the County for the land conveyance to the project's transportation impact fees.

Pursuant to the ROW Agreement, in return for the conveyance of the 7.875 acres of right-of-way, the Owner will receive transportation impact fee credits for the value of the conveyed lands of \$2,915,797.50. In addition, the Owner will receive a one-time cash

payment from the County in the amount of the total proportionate share payments. With the cash payment, a portion of the impact fee credits will be retroactively applied to the previously created credit account for the project inclusive of any adjustments to reflect the cash payment from the County to the Owner.

The Roadway Agreement Committee recommended approval of the ROW Agreement on February 15, 2023. 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 Right Of Way Agreement Prime Logistics Center Taft-Vineland Road by and between BSREP III Prime Logistics Center LLC and Orange County for the conveyance of 7.875 acres of right-of-way and stormwater pond for \$2,915,797.50 in transportation impact fee credits and a one-time cash payment in the amount of \$868,652. District 4**

JVW/tc

Attachment

BCC Mtg. Date: August 8, 2023

Prepared by and after recording return to:  
Gregory D. Lee, Esq.  
SunTrust Center  
200 S. Orange Avenue  
Suite 2300  
Orlando, Florida 32801

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Parcel ID Numbers: 11-24-29-7268-00-130

## RIGHT OF WAY AGREEMENT

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### PRIME LOGISTICS CENTER

### TAFT-VINELAND ROAD

This Right-of-Way Agreement (the “**Agreement**”), effective as of the latter date of execution (the “**Effective Date**”), is made and entered into by and between BSREP III PRIME LOGISTICS CENTER LLC, a Delaware limited liability company, whose address is c/o Brookfield Property Group, 250 Vesey Street, 15<sup>th</sup> Floor, New York, New York 10281 (“**BSREP**” or “**Owner**”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose mailing address is Post Office Box 1393, Orlando, Florida 32802-1393.

### WITNESSETH:

WHEREAS, pursuant to that certain Warranty Deed dated October 21, 2020, and recorded on October 22, 2020, in the Public Records of Orange County, Florida as Document Number 20200554474, BSREP is the owner of fee simple title to certain real property, as generally depicted on Exhibit “A” and more particularly described on Exhibit “B”, both of which exhibits are attached hereto and incorporated herein by this reference (the “**Property**”);

WHEREAS, the Owner’s predecessors in ownership of the Property, Taft Vineland Land Company, LLC, a Florida limited liability company, and Welwyn Management Company, a Florida corporation (collectively, “**Taft and Welwyn**”) desired to develop the Property, and in connection therewith, Taft and Welwyn and the County entered into that certain Proportionate Share Agreement dated June 23, 2020, and recorded on June 30, 2020, in the Public Records of Orange County, Florida as Document Number 20200357097 (the “**Proportionate Share Agreement**”) and made certain payments set forth in Section 3 below;

WHEREAS, as set forth in the Proportionate Share Agreement, Taft and Welwyn originally intended to develop the Property as an 830,000 square foot industrial complex, referred to and known as Prime Logistics Center (the “**Initial Project**”);

WHEREAS, as of the effective date of the Proportionate Share Agreement, the County had not completed its design of the Taft Vineland roadway improvements (the “**Roadway Improvements**”);

WHEREAS, on October 21, 2020, the Proportionate Share Agreement was assigned from Taft and Welwyn to Owner and recorded on October 22, 2020, in the Public Records of Orange County, Florida as Document Number 20200554475 (the “**Assignment**,” and together with the Proportionate Share Agreement, hereinafter referred to as the “**PS Agreement**”);

WHEREAS, Owner has submitted a proposed amendment to the PS Agreement in order to increase the square footage of the industrial complex from approximately 830,000 square feet to approximately 840,000 square feet in size (the “**Revised Project**”) to be processed prior to or contemporaneously with this Agreement (the “**Amendment to PS Agreement**”);

WHEREAS, due to the increase in size between the Initial Project and the Revised Project, Owner received a letter from the County dated February 2, 2022 (the “**2022 Letter**”), stating that Owner’ Capacity Encumbrance Letter (“**CEL**”) application # CEL-19-08-059 2nd Revision) for the Revised Project was denied; however, on May 2, 2023, County’s Concurrency Management Office issued an emergency extension to the CEL extending its expiration date to November 30, 2024;

WHEREAS, on May 23, 2023, Owner filed a revision to the CEL application in connection with CEL-19-08-059 2nd Revision with County pursuant to which Owner requested that the use of the Revised Project be changed from industrial complex to warehouse (the “**2023 CEL Application**”);

WHEREAS, on May 23, 2023, in connection with the 2023 CEL Application, Owner received a letter from County dated May 23, 2023, stating that the 2023 CEL Application for the Revised Project was denied;

WHEREAS, after the County completed the design of the Roadway Improvements, it was determined that certain Conveyed Lands (as defined below in Section 2) were needed for the Roadway Improvements;

WHEREAS, Owner is willing to convey to County the Conveyed Lands in return for: (i) a one-time, lump-sum cash payment equivalent to the value of funds previously paid by Owner in connection with the Project; and (ii) impact fee credits against transportation impact fees to be paid in connection with the Project. Further, such payment to Owner was agreed to among the Owner and County due to the fact that, as a result of the circumstances surrounding the Conveyed Lands and the inconsistency in timing associated with the Project, the PS Agreement, and the County’s design of the Roadway Improvements that were unknown to the parties at the time certain

payments for the Project were made by the Owner, Owner was not able to apply its impact fee credits it would receive from the County in connection with the Project (the “**Change in Circumstances**”), and as such, the County is willing to apply the credit retroactively and make a cash payment to the Owner, equivalent to the value of the funds previously paid by Owner which is also equal to the difference between the appraised value of the Conveyed Lands and the value of the retroactively applied impact fee credits;

WHEREAS, the Orange County Engineer has declared Taft-Vineland Road to be impact fee eligible; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such land to County.

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

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

**Section 2. Conveyance of Land to County by Owner.**

(a) *Conveyed Lands.* Not later than one hundred twenty (120) days following the Effective Date, Owner shall convey to County in fee simple, marketable title to those lands described in the legal description and sketch of description attached hereto as **Exhibit “C”** and incorporated by this reference (the pond areas and rights-of-way cumulatively referred to as “**Conveyed Lands**”).

(b) *Procedure.* The conveyance of the Conveyed Lands shall be by general warranty deed, free and clear of encumbrances, except for encumbrances of record acceptable to County and recorded prior to the Effective Date, if any. Owner shall pay all costs associated with clearing the title of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance. In the event conveyance does not occur within the aforesaid 120 days, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

(c) *Title Policy.* Not later than ninety (90) days prior to conveyance of the Conveyed Lands, Owner shall deliver to County, at Owner’s sole cost and expense, a commitment to issue an Owner’s Policy of Title Insurance naming County as the insured (the “**Title Commitment**”).

The original Owner's Policy of Title Insurance (the "**Title Policy**") shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.

(d) *Value of Conveyed Lands.* The Parties hereby agree that the value of the Conveyed Lands, which has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time, and for which Owner shall be entitled to Impact Fee Credits against transportation impact fees to be paid in the future in connection with the Project and a one-time cash payment equivalent to the value of the PS Payment being Two Million Nine Hundred Fifteen Thousand Seven Hundred Ninety-Seven and 50/100 Dollars (\$2,915,797.50) (the "**Value of Conveyed Lands**").

(e) *Environmental Assessment.* Not later than sixty (60) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I Environmental Assessment of the areas encompassed by the Conveyed Lands. The Phase I Environmental Assessment shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule ("**AAIFR**") and with the most current standards set forth in the American Society for Testing and Materials (ASTM) E-1527. Initial reports shall be completed within 180 days prior to conveyance. Updated reports may be submitted but under no circumstance will reports older than one year from the original report date be accepted. All reports conducted for a user other than the County shall include a reliance letter that is either part of the report or as a separate document indicating that Orange County, Florida may rely on the findings outlined in the report.

In the event the Phase I Environmental Assessment presents a matter of concern, as determined by County, then prior to Conveyance, Owner shall submit to County a Phase II Environmental Assessment. The Phase II Environmental Assessment shall be conducted in accordance with the requirements of the AAIFR and the most current standard ASTM E-1903. If the Phase II Environmental Assessment is performed and reveals the need for remediation to the subject Conveyed Lands, one of the following events shall occur: (i) Owner shall remediate the Conveyed Lands to County's satisfaction prior to Conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement, at its option.

(f) *Compliance with Section 286.23, Florida Statutes.* Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

**Section 3. Payments and Impact Fee Credits.** Pursuant to that certain Proportionate Share Account – Account Statement provided by County for Account Number PSA-19-08-059, established on December 28, 2020, in accordance with Section 163.3180(5)(h), Florida Statutes, as amended, Owner provided County with proportionate share mitigation for the excess trips in the amount of Eight Hundred Fifty-Six Thousand Ninety-Six and NO/100 Dollars (\$856,096.00) (the "**PS Payment**") and an additional proportionate share payment necessary to mitigate the impact of the Additional Excess Trip on a deficient segment of the Project in the amount of Twelve Thousand Five Hundred Fifty-Six and NO/100 Dollars (\$12,556.00)(the "**Additional PS**

**Payment**”) as reflected in that certain Proportionate Share Agreement as the same may be amended from time to time. As of the date of this Agreement, Owner has utilized certain impact fee credits granted by County. As a result of the Change in Circumstances and the fact that credits generated for impact fees will exceed the impact fees to be charged for the Project, County has agreed to apply the credits retroactively and pay the equivalent of the PS Payment and the Additional PS Payment.

**Section 4. Transportation Impact Fee Credits.** Promptly upon County’s approval of any Environmental Assessments and Title Commitment required under Section 2, and upon approval and acceptance of the general warranty deed, or in the case of conveyance by plat dedication, County’s acceptance of the plat dedication, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the “**Impact Fee Ordinance**”), the aforementioned amount of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance. Such transportation impact fee credits may only be used in transportation Impact Fee Zone 3. Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner’s account.

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

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

Notwithstanding anything herein to the contrary, Owner may request that the County apply the transportation impact fee credits issued by the County pursuant to the terms of this Section 4 retroactively and return some or all of the amounts paid by Owner pursuant to the terms of Section 3 of this Agreement.

**Section 5. Utilities.** This Agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

**Section 6. 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 Owner: BSREP III PRIME LOGISTICS CENTER LLC  
c/o Brookfield Property Group  
601 South Figueroa Street, Suite 2200  
Los Angeles, California 90017  
Attention: Gautam Huded, Senior Vice President

With a copy to: Baker & Hostetler LLP  
200 South Orange Avenue  
Suite 2300  
Orlando, Florida 32801  
Attention: Gregory D. Lee, Esquire

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

With a copy to: Orange County  
Planning, Environmental, and Development Services Department  
Manager, Fiscal and Operational Support Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

Orange County  
Planning, Environmental, and Development Services Department  
Manager, Transportation Planning Division  
4200 South John Young Parkway, 2<sup>nd</sup> Floor  
Orlando, Florida 32839

Orange County  
Planning, Environmental, and Development Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

**Section 7. 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 heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

**Section 8. Recordation of Agreement.** Owner shall record an executed original of this Agreement, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days after the Effective Date.



**Section 9. 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 10. 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 11. 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 12. Limitation of Remedies.** County and Owner 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.

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

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amount(s) of impact fees to be credited in favor of Owner under this Agreement, (A) any amount(s) due to County from Owner 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 Owner, but which Owner has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals and permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

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

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

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

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both 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 action 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 13. Amendment.** This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

**Section 14. Counterparts.** This Agreement and any amendment(s) may be executed in up to two (2) counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

**Section 15. Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

**Section 16. Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**Section 17. Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

**Section 18. Termination; Effect of Annexation.** This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Owner.

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

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

By: *Jennifer Lara-Klimetz*  
Deputy Clerk

Printed name: Jennifer Lara-Klimetz

**STATE OF FLORIDA  
COUNTY OF ORANGE**

**WITNESSES:**

*Marta C. Van Duyne*

Print Name: Marta C. Van Duyne

*Matthew Saliker*

Print Name: Matthew Saliker

**“OWNER”**

BSREP III PRIME LOGISTICS CENTER  
LLC, a Delaware limited liability company

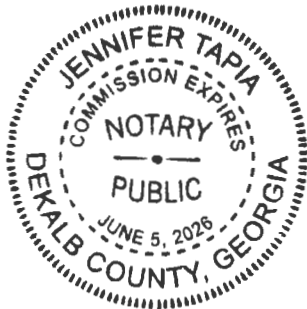
By: *Gautam Huded*

Print Name: Gautam Huded

Title: Senior Vice President

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27<sup>th</sup> day of June, 2023, by Gautam Huded, as Senior Vice President of BSREP III PRIME LOGISTICS CENTER LLC, a Delaware limited liability company, on behalf of such limited liability company, who [] is personally known to me or [] has produced \_\_\_\_\_ as identification.

(Notary Stamp)



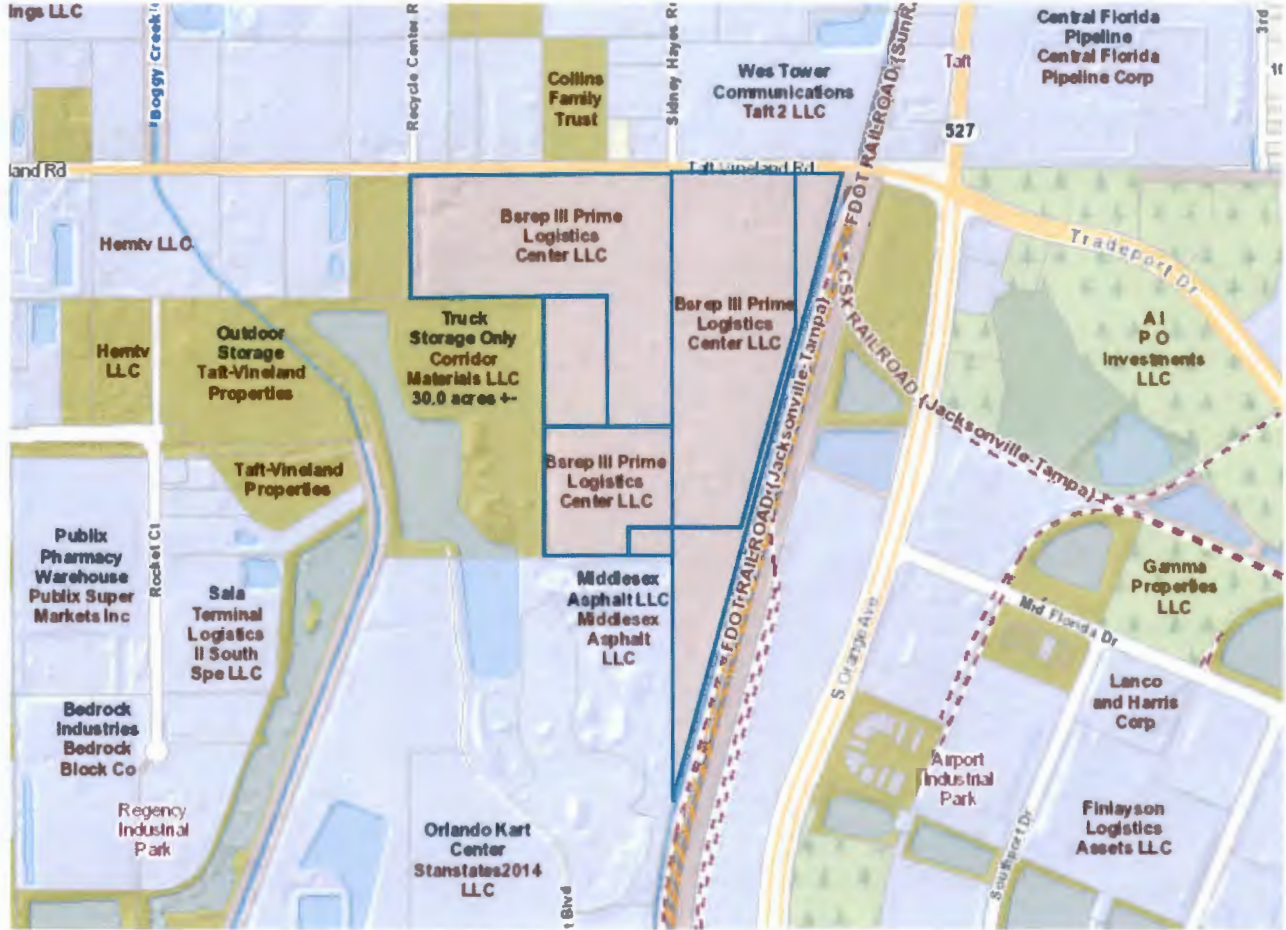
*Jennifer Tapia*  
Signature of Notary Public

Print Name: Jennifer Tapia

Notary Public, State of Georgia

Commission Expires: June 5, 2026

### Exhibit "A" Project Location Map



**Exhibit "B"**

**Legal Description and Sketch of Description for Property**

Parcel ID Number: 11-24-29-7268-00-130

West 1/2 of Lot 7 lying West of A.C.L. Railroad right of way; Lot 9 lying West of A.C.L. Railroad right of way; Farm No. 8 (Lot 8) lying West of A.C.L. Railroad right of way; and Lot 24 lying West of A.C.L. Railroad right of way; all of HUNTER LAND COMPANY SUBDIVISION in Section 12, Township 24 South, Range 29 East, according to the Plat thereof as recorded in Plat Book D, Page 139, of the Public Records of Orange County, Florida; LESS the right of way for Taft Vineland Road.

AND

Lots 13, 14, 15, 16, 17, 18, 47 and 48 of PROSPER COLONY in Section 11, Township 24 South, Range 29 East, as recorded in Plat Book F, Page 16 of the Public Records of Orange County, Florida. (Lots 47 and 48 are further described as all of lots and blocks of Sunny Mede Subdivision, Plat Book M, Page 52, Public Records of Orange County, Florida; LESS the right of way for Taft Vineland Road.

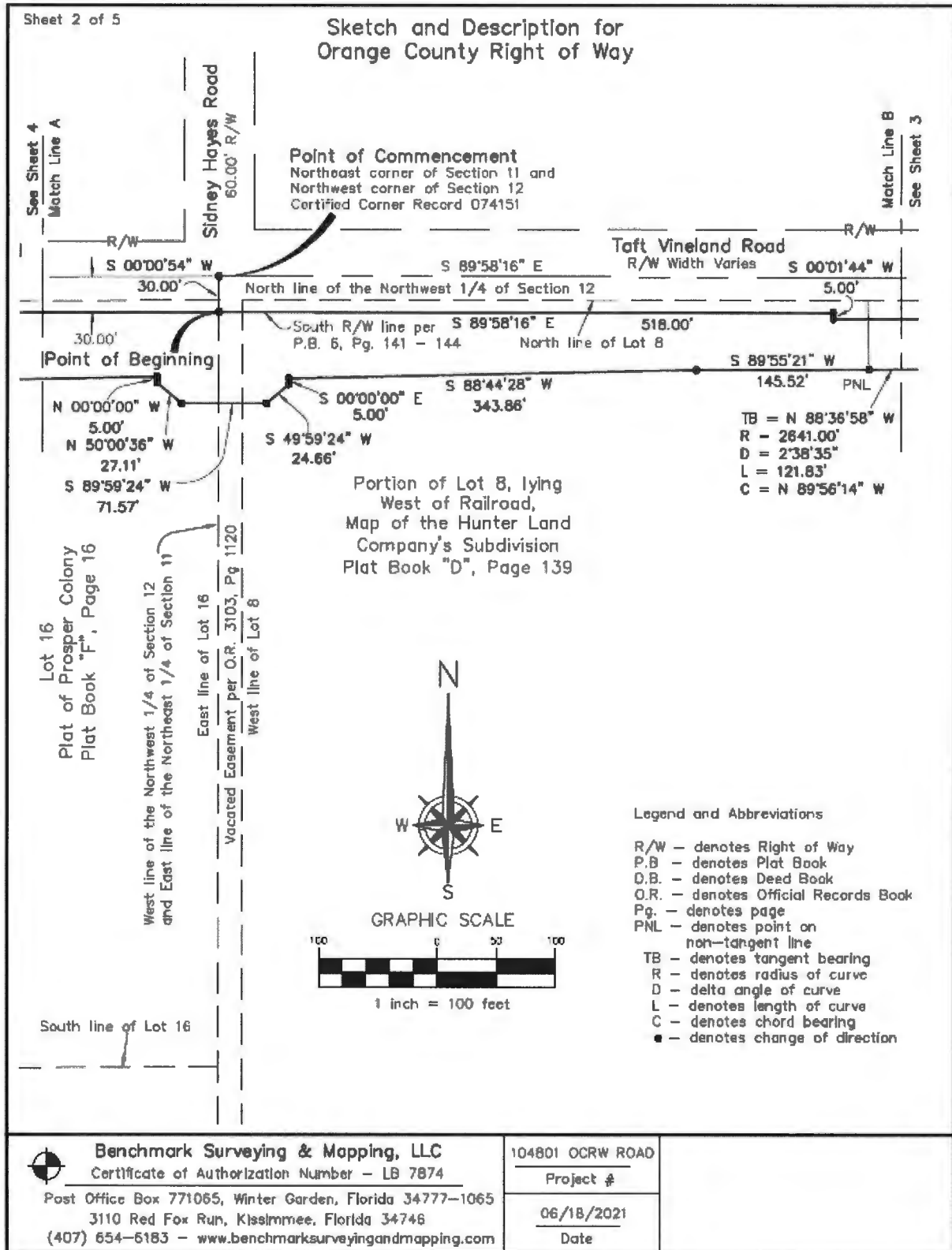
AND

TOGETHER WITH that certain right of way lying Easterly of Lots 16 and 17, Prosper Colony, Plat Book F, Page 16, of the Public Records of Orange County, Florida and Westerly of Lots 8 and 9 and part of Lot 24 of Hunter Land Company Subdivision in Section 12, Township 24 South, Range 29 East, Plat Book D, Page 139, of the Public Records of Orange County, Florida; together with that certain Vacated Road Right of Way in Sunny Mede Subdivision recorded in Plat Book M, Page 52, of the Public Records of Orange County, Florida; together with that certain right of way lying South of Lot 9 and North of Lot 24 of Hunter Land Company Subdivision in Section 12, Township 24 South, Range 29 East, Plat Book D, Page 139, of the Public Records of Orange County, Florida; together with that certain right of way lying South of Lots 17 and 18, Prosper Colony, Plat Book F, Page 16, Public Records of Orange County, Florida and north of Sunny Mede recorded in Plat Book M, Page 52, of the Public Records of Orange County, Florida, all being described and vacated in that certain resolution recorded in Official Records Book 3103, Page 1120, of the Public Records of Orange County, Florida.

**Exhibit "C"**

**Legal Description and Sketch of Description  
 for Conveyed Lands (page 1-9)**

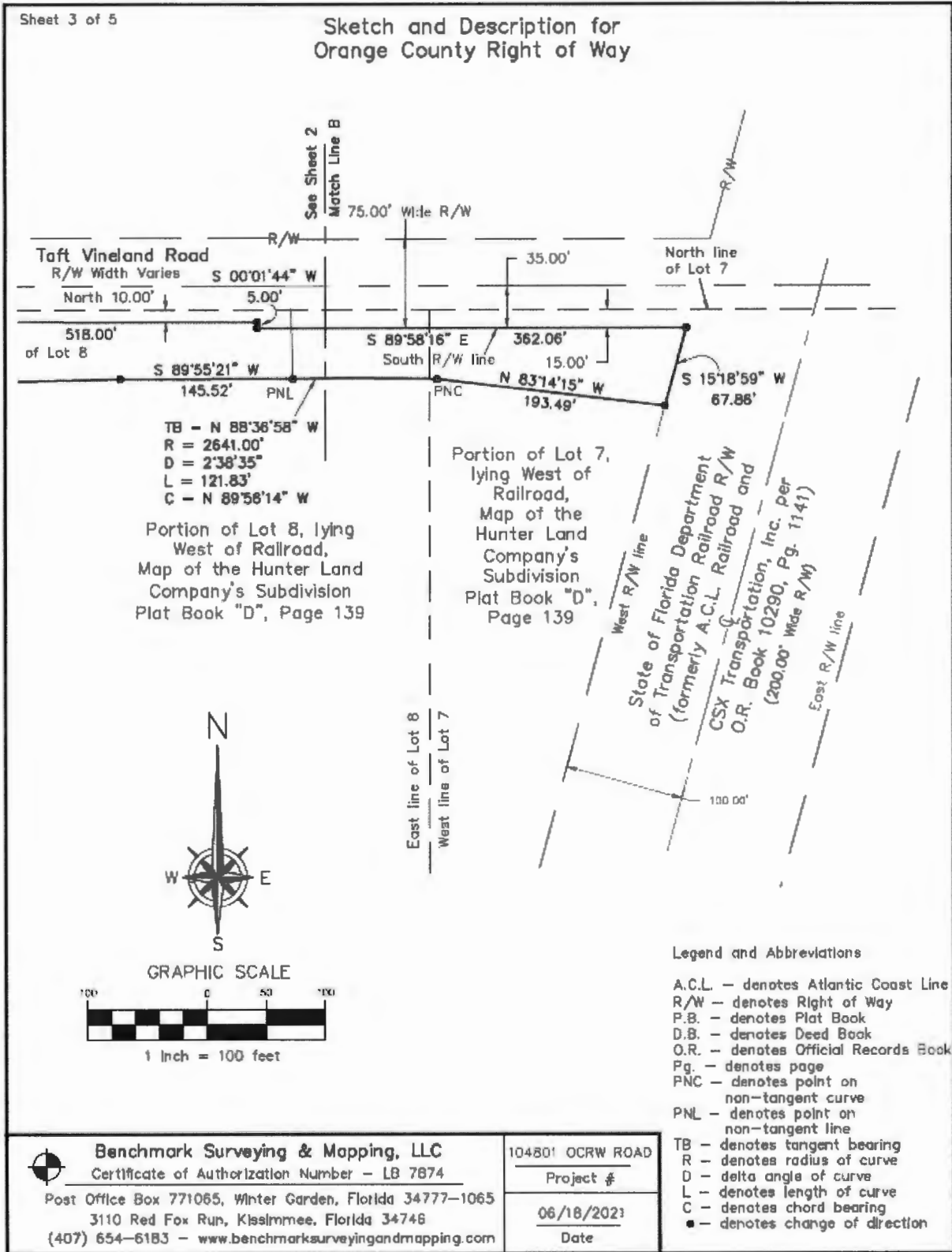
Sheet 1 of 5	<b>Sketch and Description for          Orange County Right of Way</b>		
<p>A parcel of land being portions of Lots 13, 14, 15 and 16, of PROSPER COLONY in Section 11, Township 24 South, Range 29 East, as recorded in Plat Book F, Page 16 of the Public Records of Orange County, Florida and a portion of Lot 7 and 8, lying West of A.C.L. Railroad right of way and a portion of that certain vacated right of way lying West of Lot 8 of HUNTER LAND COMPANY SUBDIVISION in Section 12, Township 24 South, Range 29 East, according to the Plat thereof as recorded in Plat Book D, Page 139, of the Public Records of Orange County, Florida. Said parcel being more particularly described as follows:</p>			
<p>COMMENCE at the Northeast corner of Section 11, Township 24 South, Range 29 East, also being the Northwest corner of Section 12, Township 24 South, Range 29 East, Orange County, Florida; thence South 00°00'54" West, along the East line of the Northeast 1/4 of said Section 11 and the West line of the Northwest 1/4 of said Section 12, a distance of 30.00 feet to the POINT OF BEGINNING, said point being on the South right of way line of Taft Vineland Road, a variable width right of way per plat of TAFT-VINELAND ROAD according to Plat Book 6, Page 141 through 144, Public Records of Orange County, Florida; thence South 89°58'16" East, along the South right of way line of said Taft Vineland Road, a distance of 518.00 feet; thence South 00°01'44" West, continuing along said South right of way line, a distance of 5.00 feet; thence South 89°58'16" East, along said South right of way line, a distance of 382.06 feet to the West right of way line of State of Florida Department of Transportation Railroad right of way (formerly A.C.L. Railroad), according to that certain Deed recorded in Official Records Book 10290, Page 1141, Public Records of Orange County, Florida; thence South 15°18'59" West, along said West railroad right of way, a distance of 67.88 feet; thence, departing said West railroad right of way line, North 83°14'15" West a distance of 193.49 feet to a point on a non-tangent curve concave to the south, having a radius of 2641.00 feet and a delta angle of 02°38'35"; thence, from a tangent bearing of North 88°36'58" West, run West, along the arc of said curve, a distance of 121.83 feet to a point on a non-tangent line; thence South 89°55'21" West a distance of 145.52 feet; thence South 88°44'28" West a distance of 343.86 feet; thence South 03°00'00" East a distance of 5.00 feet; thence South 49°59'24" West a distance of 24.66 feet; thence South 89°59'24" West a distance of 71.57 feet; thence North 50°00'36" West a distance of 27.11 feet; thence North 00°00'00" West a distance of 5.00 feet; thence South 88°44'28" West a distance of 624.80 feet to a point of curvature of curve concave to the north, having a radius of 5781.58 feet and a delta angle of 04°45'15"; thence, West along the arc of said curve, a distance of 479.73 feet to a point of reverse curvature, having a radius of 6577.58 feet and a delta angle of 00°49'14"; thence, run West along the arc of said curve, a distance of 81.31 feet to a point on a radial line; thence South 02°40'28" West, along said radial line, a distance of 2.00 feet to a point on a radial curve, concave to the south, having a radius of 5675.58 feet and a delta angle of 00°40'12"; thence, run West along the arc of said curve, a distance of 66.37 feet to a point on the West line of said Lot 13; thence North 00°00'40" West, along the West line of said Lot 13, a distance of 48.31 feet to the South right of way line of said Taft Vineland Road; thence North 89°46'25" East, along the South right of way line of said Taft Vineland Road, a distance of 1304.14 feet to the POINT OF BEGINNING.</p>			
<p>Contains 2.843 acres, more or less.</p>			
<p><b>Notes</b></p> <ol style="list-style-type: none"> <li>1. THIS IS NOT A BOUNDARY SURVEY. The purpose of this sketch and description is to depict and describe additional right of way for Taft Vineland Road. The configuration and geometry of the lands described hereon are based on Orange County Right of Way Map for Taft-Vineland Road prepared by Bowyer-Singleton &amp; Associates, Inc., Right of Way Map C.I.P. No. 3037, approved date of October 3, 2012 and a revised date of July 15, 2016.</li> <li>2. This sketch and description was prepared with the benefit of a Property Information Report prepared by First American Title Insurance Company, under file number NCS-987747-ORL, dated November 4, 2019.</li> <li>3. Bearings shown hereon are based on the North line of the Northeast 1/4 of Section 11, Township 24 South, Range 29 East being assumed as South 89°46'25" East.</li> <li>4. This sketch meets the Standard of Practice set forth in Florida Administrative Code Rule 5J-17, pursuant to Florida Statute Chapter 472.</li> </ol>			
<p>Revision: October 15, 2022 - change in R/W at entrance          Revision: August 16, 2021 - per County review comments          Revision: August 6, 2021 - per County review comments</p>			
<p><b>Benchmark Surveying &amp; Mapping, LLC</b>          Certificate of Authorization Number - LB 7874          Post Office Box 771065, Winter Garden, Florida 34777-1065          3110 Red Fox Run, Kissimmee, Florida 34746          (407) 654-6183 - www.benchmarksurveyingandmapping.com</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">           104801 CCRW ROAD            Project #            06/18/2021            Date         </td> <td style="width: 50%;">           Prepared For:            Taft Vineland Land Company, LLC            Digitally signed by  <b>Billy Joe Jenkins</b>            Date: 2023.07.03 20:50:00            Sur 075627-0500pper         </td> </tr> </table>	104801 CCRW ROAD Project # 06/18/2021 Date	Prepared For: Taft Vineland Land Company, LLC Digitally signed by <b>Billy Joe Jenkins</b> Date: 2023.07.03 20:50:00 Sur 075627-0500pper
104801 CCRW ROAD Project # 06/18/2021 Date	Prepared For: Taft Vineland Land Company, LLC Digitally signed by <b>Billy Joe Jenkins</b> Date: 2023.07.03 20:50:00 Sur 075627-0500pper		

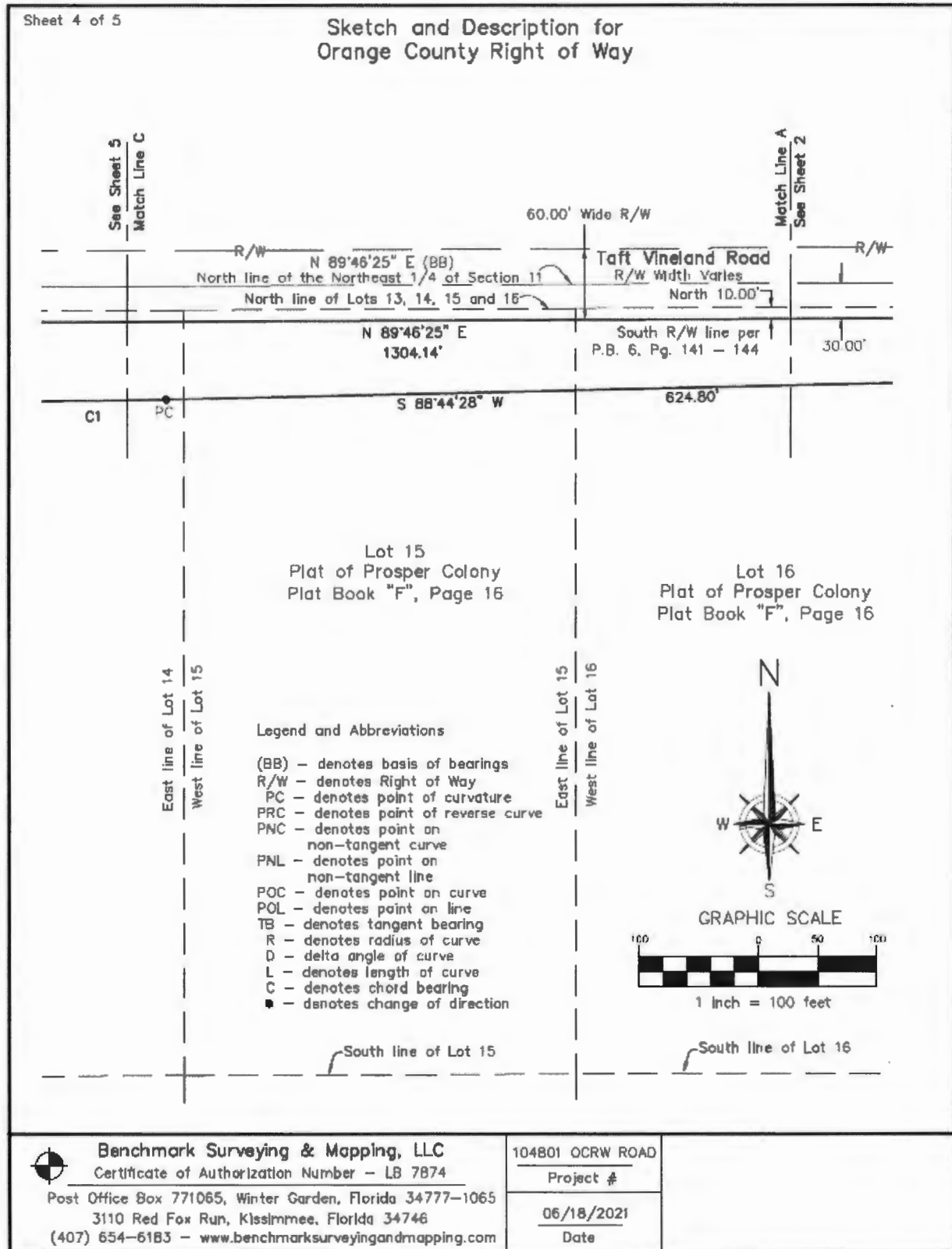


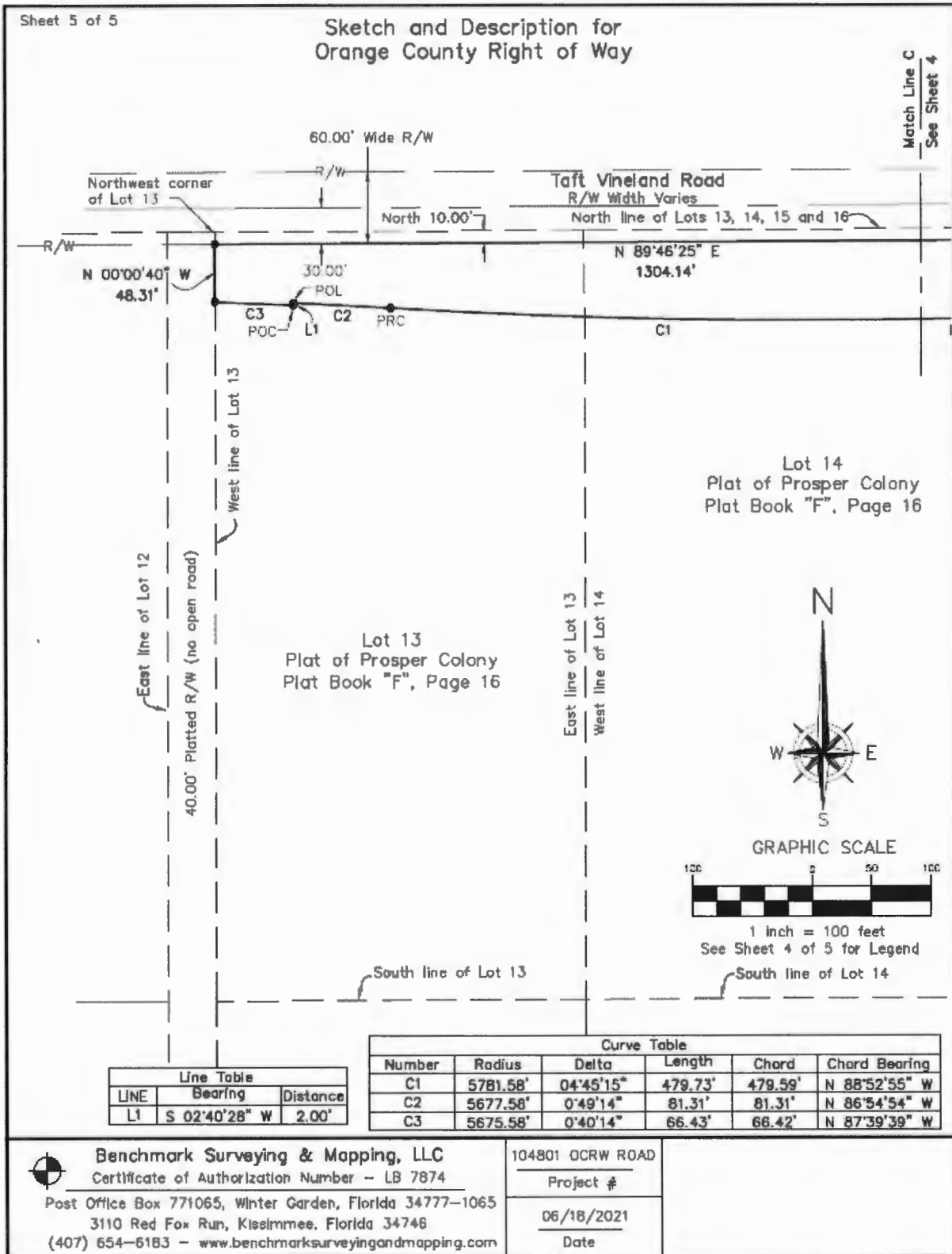
**Benchmark Surveying & Mapping, LLC**  
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104801 OCRW ROAD
Project #
06/18/2021
Date









Sheet 1 of 4

### Sketch and Description for Orange County Pond Area

A parcel of land being portions of Lots 13 and 14 of PROSPER COLONY in Section 11, Township 24 South, Range 29 East, as recorded in Plat Book F, Page 16 of the Public Records of Orange County, Florida. Said parcel being more particularly described as follows:


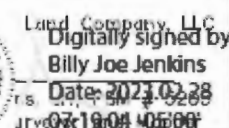
COMMENCE at the Northeast corner of Section 11, Township 24 South, Range 29 East, also being the Northwest corner of Section 12, Township 24 South, Range 29 East, Orange County, Florida; thence South 00°00'54" West, along the East line of the Northeast 1/4 of said Section 11 and the West line of the Northwest 1/4 of said Section 12, a distance of 30.00 feet to the South right of way line of Taft Vineland Road, a variable width right of way per plat of TAFT-VINELAND ROAD according to Plat Book 6, Page 141 through 144, Public Records of Orange County, Florida; thence South 89°46'25" West, along the South right of way line of said Taft Vineland Road, a distance of 1304.14 feet to a point on the West line of said Lot 13; thence South 00°00'40" East, along the West line of said Lot 13, a distance of 48.31 feet to the POINT OF BEGINNING; thence continue South 00°00'40" East, along the West line of said Lot 13, a distance of 584.90 feet to the Southwest corner of said Lot 13; thence North 89°47'24" East, along the South line of said Lots 13 and 14, a distance of 379.98 feet; thence North 00°00'00" East a distance of 568.92 feet to a point on a non-tangent curve concave to the North, having a radius of 5781.58 feet and a delta angle of 02°18'20"; thence, from a tangent bearing of North 88°48'47" West, run West along the arc of said curve, a distance of 232.85 feet to a point of reverse curvature, having a radius of 5877.58 feet and a delta angle of 00°49'14"; thence, run West along the arc of said curve, a distance of 81.31 feet to a point on a radial line; thence South 02°40'28" West, along said radial line, a distance of 2.00 feet to a point on a radial curve, concave to the south, having a radius of 5875.58 feet and a delta angle of 00°40'14"; thence, run West along the arc of said curve, a distance of 66.43 feet to a point on the West line of said Lot 13 and POINT OF BEGINNING.

Contains 5.032 acres, more or less.

**Notes**

1. THIS IS NOT A BOUNDARY SURVEY. The purpose of this sketch and description is to depict and describe additional right of way for Taft Vineland Road. The configuration and geometry of the lands described hereon are based on Orange County Right of Way Map for Taft-Vineland Road prepared by Bowyer-Singleton & Associates, Inc., Right of Way Map C.I.P. No. 3037, approved date of October 3, 2012 and a revised date of July 15, 2018.
2. This sketch and description was prepared with the benefit of a Property Information Report prepared by First American Title Insurance Company, under file number NCS-987747-GRL, dated November 4, 2019.
3. Bearings shown hereon are based on the North line of the Northeast 1/4 of Section 11, Township 24 South, Range 29 East being assumed as South 89°46'25" East.
4. This sketch meets the Standard of Practice set forth in Florida Administrative Code Rule 5J-17, pursuant to Florida Statute Chapter 472.

Revision: February 28, 2023 — per County review comments  
 Revision: August 18, 2021 — per County review comments  
 Revision: August 6, 2021 — per County review comments

 <p><b>Benchmark Surveying &amp; Mapping, LLC</b>          Certificate of Authorization Number — LB 7874          Post Office Box 771065, Winter Garden, Florida 34777-1065          3110 Red Fox Run, Kissimmee, Florida 34746          (407) 654-6183 — www.benchmarksurveyingandmapping.com</p>	104801 OCRW POND <hr/> Project # <hr/> 08/18/2021 <hr/> Date	Prepared For: <div style="text-align: right;">             Land Company, LLC  <b>Billy Joe Jenkins</b>            Date: 2023.08.28            07:19:04 -05:00         </div>
	