



Interoffice Memorandum

January 24, 2022

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

FROM: Ed Torres, M.S., P.E., LEED AP, Director
Utilities Department

A handwritten signature in black ink, appearing to read "Ed Torres", with a long, sweeping underline.

SUBJECT: BCC AGENDA ITEM – Consent Agenda
February 8, 2022 BCC Meeting
Poitras East Parcel N-6 Wastewater Capital Charge Letter of
Credit Agreement
Contact Person: Lindy A. Wolfe, P.E., LEED AP, Manager
Utilities Engineering Division
407-254-9918

Pulte Home Company, LLC (Owner) holds fee simple title to and is constructing a new residential subdivision on property within Orange County's (County) wastewater service territory, and the construction will incur wastewater capital charges per Section 37-5 of the Orange County Code. By entering into this Agreement, the Owner agrees to continuously maintain a letter of credit to secure the Owner's obligation to pay future wastewater capital charges attributed to vertical construction on the Owner's property.

The County Attorney's Office and Risk Management Division reviewed this agreement and find it acceptable as to form. Utilities Department staff recommends approval.

Action Requested: Approval and execution of Poitras East Parcel N-6 Wastewater Capital Charge Letter of Credit Agreement by and between Pulte Home Company, LLC and Orange County.

District 4.

**POITRAS EAST PARCEL N-6
WASTEWATER CAPITAL CHARGE LETTER OF CREDIT AGREEMENT**

This **POITRAS EAST PARCEL N-6 WASTEWATER CAPITAL CHARGE LETTER OF CREDIT AGREEMENT** (the “Agreement”) is made and entered into as of the date of latest execution below (the “Effective Date”) by and between **Pulte Home Company, LLC**, a Michigan limited liability company, whose principal business address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (the “Owner”), and **Orange County**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the “County”). In this Agreement, the Owner and the County may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Owner is the fee simple owner of certain real property located in Orange County, Florida, as such property is more particularly described in **Exhibit “A”** attached hereto and incorporated by this reference (the “Property”); and

WHEREAS, the Property is located within the County’s wastewater service territory and, therefore, the County is the appropriate provider of wastewater service; and

WHEREAS, Section 37-5, Orange County Code (the “Code”), provides for the assessment of wastewater capital charges for new connections to the wastewater system; and

WHEREAS, the Owner is constructing a new residential subdivision (the “Development”) on the Property, which is more particularly shown on **Exhibit “B”** attached hereto and incorporated by this reference; and

WHEREAS, the Owner has submitted to the County construction plans for approval (the “Construction Plans”); and

WHEREAS, all capital charges for new construction shall be paid immediately prior to the issuance of a building permit for vertical construction, as described in subsection 37-5(b)(1)b of the Code; and

WHEREAS, the Property is located within the City of Orlando's building permitting jurisdiction and, therefore, the City of Orlando is the appropriate authority to issue vertical building permits; and

WHEREAS, because the City has the authority to issue vertical building permits for the Development, the County's approval of the Construction Plans is conditioned on the Owner entering into this Agreement to secure the Owner's obligation to pay future wastewater capital charges attributed to vertical construction within the Development.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged by the Parties, the County and the Owner agree as follows:

SECTION 1. Recitals. The above Recitals are true, and are incorporated in and form a material part of this Agreement.

SECTION 2. Payment of Capital Charges. Immediately prior to any vertical building permit issuance within the Development by the City of Orlando, the Owner shall pay the associated wastewater capital charges to the County. If the Owner fails to pay the wastewater capital charges to the County when due, the County may provide written notice of such failure to the Owner. If the wastewater capital charges are not paid within 10 days following the Owner's receipt of written notice from the County that wastewater capital charges are due, the County may draw on the Letter of Credit or Replacement Letter of Credit required pursuant to Section 3 below.

SECTION 3. Letter of Credit. A Letter of Credit acceptable to the County, in a form substantially similar to the draft letter of credit attached as **Exhibit "C"** and incorporated into this Agreement by this reference, is required for the duration of the Term, as defined in Section 5 below. The Letter of Credit must be drawn on a financial institution having an office for the Letter of Credit presentation in either Orange, Seminole, or Osceola counties, and the financial institution shall be on the State of Florida approved "Qualified Public Depositories" list for local governments, as identified in Chapter 280, Florida Statutes. The Owner has provided this Letter of Credit to the County simultaneous with the execution of this Agreement in the amount of \$182,070.00. Failure to continuously maintain a Letter of Credit by the Owner shall be a breach of this Agreement by the Owner and may result in the interruption of water and wastewater services to the Property following receipt of written notice from the County and expiration of a 10 day cure period.

SECTION 4. Capital Charge Payments Remain with the Property. Pursuant to Section 37-5 of the Code, wastewater capacity may only be purchased for the property specified in the application for service, and may not be transferred to another property. Therefore, any and all wastewater capacity purchased by the Owner is purchased on behalf of the Property, runs with the Property, and may not be transferred to any other property.

SECTION 5. Term of Agreement. The term of this Agreement commences on the Effective Date and will automatically terminate without any action by the Parties on the date that all wastewater capital charges for the Property have been paid (the "Term"). Upon termination of the Agreement and upon the request of the Owner, the County shall execute a notice of termination of this Agreement within 60 days after receipt of such request, which notice shall be recorded in the Public Records of Orange County, Florida, at the Owner's expense. Notwithstanding anything contained herein to the contrary, (i) upon platting of a portion of the Property, such portion (except for the platted lots and amenity center tract identified as Tract P-1B, Isles of Lake Nona Phase 1B according to the plat thereof, as recorded in Plat Book 102, Pages 63 through 66, Public Records of Orange County, Florida (the "Amenity Center Tract")), shall automatically be released from the terms of this Agreement; and (ii) each platted lot and the Amenity Center Tract shall automatically be released from the terms of this Agreement upon payment of the wastewater capital charge due for such platted lot or Amenity Center Tract.

SECTION 6. Sale of Property. Except as provided in this Section 6, the Owner's right to sell or transfer the Property, or any portion of its ownership or leasehold interest in the Property, shall not be restricted by this Agreement provided, however, that the County must be provided with 30 days prior notice of such sale or transfer. Provided further that (i) the successor party(s) has caused a replacement Letter of Credit, in form and substance consistent with Section 3 above, and acceptable to the County, to be issued prior to the transfer (the "Replacement Letter of Credit"), and (ii) at the time of the closing of the sale or transfer of all or any portion of the Property, the successor party(s) in ownership shall execute an acknowledgment and agreement whereby the successor party acknowledges the existence of this Agreement and agrees to be bound by the terms of this Agreement (the "Acknowledgement"). The Acknowledgement signed by the successor party must be delivered to the County within 30 days after the date of the sale or transfer, and prior to the expiration of the Owner's Letter of Credit. The Owner will not be released from any obligations and responsibilities arising under or attributable to this Agreement unless and until the County has received the Acknowledgement signed by the successor party and the Replacement Letter of Credit as and when required by this Section. If the successor party does not provide the Replacement Letter of Credit or Acknowledgement to the County as and when required by this Section, then the Owner will be in breach of this Agreement, and the County may pursue those remedies set forth in Section 20. Capital charges run with the Property, as stated in Section 4 above. If the County receives the Acknowledgement signed by the successor party and the Replacement Letter of Credit as and when required by this Section, the successor party will thereafter be the Owner for purposes of this Agreement and be responsible for the satisfaction of all obligations and responsibilities of the Owner arising under or attributable to this Agreement. This Section 6 does not apply to the sale of a platted lot with a completed home thereon.

SECTION 7. Limitation on Assignment. If, pursuant to Section 6 above, the Owner sells, transfers, or assigns all or any portion of its ownership or leasehold interest in the Property or any portion thereof, except for the portions of the Property

released from this Agreement in accordance with the provisions of Section 5 of this Agreement, then the Owner shall assign this Agreement *pro tanto*, and shall cause the transferee to assume to the same extent the rights and obligations of the Owner. Without the express written consent of the County, the Owner shall not assign its interests in this Agreement to another person or entity. This Section 7 does not apply to the sale of a platted lot with a completed home thereon.

SECTION 8. Recording. The Parties agree that an executed copy of this Agreement, including the Exhibits attached hereto, shall be recorded by the Owner at the Owner's expense in the Public Records of Orange County, Florida. The obligations imposed in this Agreement shall run with the Property, less any portion of the Property released from this Agreement pursuant to Section 5.

SECTION 9. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (a) hand-delivered to the official hereinafter designated; (b) delivered when such notice is sent by Federal Express or other nationally recognized overnight courier service; or (c) received when such notice is sent by the United States mail, postage prepaid, certified mail, return receipt requested, all to be addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance therewith.

If to the County: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attn: Manager, Utilities Customer Service

With copy to: Orange County Administrator's Office
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527
Attn: County Administrator

If to the Owner: Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, Florida 32811-7383
Attn: Aaron Stuckmeyer, Director of Land Development

SECTION 10. Governing Law. The Parties agree that this Agreement was entered into in the State of Florida. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, without giving effect to any choice of law or rules thereof which may direct the application of laws of another jurisdiction.

SECTION 11. Jurisdiction. Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

SECTION 12. Attorneys' Fees and Costs. If either Party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, each Party shall be responsible for its costs, fees and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other Party as such by any law) through any and all final appeals arising out of such suit, action or proceeding.

SECTION 13. Headings. The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties and if the intention of the parties can continue to be effective. To that end, this Agreement is declared severable.

SECTION 15. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no rights or cause of action shall accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party hereto.

SECTION 16. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

SECTION 17. Amendment. This Agreement may not be amended or terminated unless the amendment is in writing, executed by the Parties, and approved by the County and the Owner.

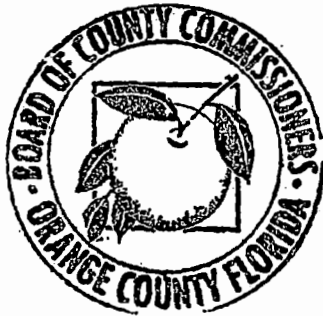
SECTION 18. Land Use Approvals. This Agreement does not grant or assure or indicate any future grant of any land use, zoning, subdivision, density, or development approvals, permissions, or rights with respect to the Property, or any other property or land referred to in this Agreement.

SECTION 19. Non-Waiver. The failure of either Party to insist on the other Party's compliance with its obligations under this Agreement in any one or more instances will not operate to release the other Party from its duties to comply with its obligations in all other instances.

SECTION 20. Remedies. No remedy conferred upon the County in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, Orange County Code, or otherwise. No single or partial exercise by the County of any rights, power, or remedy under this Agreement shall preclude any other or further exercise thereof. For the avoidance of doubt, if the Owner breaches this Agreement, after expiration of the notice and cure period, the County may draw on the Letter of Credit or Replacement Letter of Credit, as applicable, as set forth in this Agreement, and in the event that the Letter of Credit or Replacement Letter of Credit is not sufficient to pay the County for all outstanding wastewater capital charges, then the County may lien the portions of the Property for which wastewater capital charges remain unpaid in accordance with the Orange County Code, recover from the Owner any remaining unpaid wastewater capital charges, and/or discontinue service to the portions of the Property for which wastewater capital charges remain unpaid in accordance with the Orange County Code and all other applicable laws, rules, and regulations.

[SIGNATURES ON FOLLOWING PAGES]

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



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

Date: February 8, 2022

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

By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith

OWNER: Pulte Home Company, LLC,
A Michigan limited liability company

By: _____

Print Name: Aaron Struckmeyer

Title: General Land Development

Date: 12/09/2021

Signed, sealed, and delivered in our
presence as witnesses:

Signature: Kimberly Clayton

Printed Name: Kimberly Clayton

Signature: [Signature]

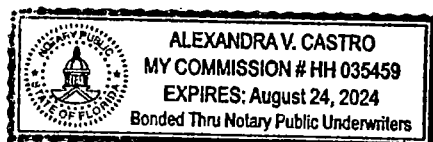
Printed Name: Alexandra Castro

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2021, by Aaron Struckmeyer as Gen. Land Dev. of Pulte Home Company, LLC, a Michigan limited liability company authorized to do business in the State of Florida, on behalf of the Company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(SEAL)



Notary Public

Name Printed or Stamped

My Commission Expires: 08/24/24

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 92, inclusive, and Lots 116 through 154, inclusive, Isles of Lake Nona Phase 1A, according to the plat thereof, as recorded in Plat Book 101, Pages 135 through 147, Public Records of Orange County, Florida.

AND

Lots 93 through 115, inclusive, and Tract P-1B, Isles of Lake Nona Phase 1B, according to the plat thereof, as recorded in Plat Book 102, Pages 63 through 66, Public Records of Orange County, Florida.

AND

Lots 155 through 260, inclusive, Isles of Lake Nona Phase 2 according to the plat thereof, as recorded in Plat Book 102, Pages 88 through 100, Public Records of Orange County, Florida.

AND

Phase 3A:

That part of Sections 31 and 32, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southwest corner of Lot 2, POITRAS EAST N-5 SOUTH, according to the plat thereof, as recorded in Plat Book 102, Pages 76 and 77, of the Public Records of Orange County, Florida; thence N30°24'00"W along the Westerly line of said Lot 2, for a distance of 231.82 feet to the Northwest corner of said Lot 2 and a non-tangent curve concave Southwesterly having a radius of 729.00 feet and a chord bearing of N40°32'22"W; thence departing said Westerly line run Northwesterly along the arc of said curve through a central angle of 01°16'36" for a distance of 16.24 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 79.00 feet and a chord bearing of N55°24'29"W; thence Northwesterly along the arc of said curve through a central angle of 28°27'38" for a distance of 39.24 feet to the point of compound curvature of a curve concave Southerly having a radius of 50.00 feet and a chord bearing of S80°49'26"W; thence Westerly along the arc of said curve through a central angle of 59°04'31" for a distance of 51.55 feet to the Northerly line of lands described in Official Records Document Number 20180749879, of the Public Records of Orange County, Florida and the point of reverse curvature of a curve concave Northwesterly having a radius of 2310.00 feet and a chord bearing of S56°34'16"W; thence run the following courses and distances along said Northerly line: Southwesterly along the arc of said curve

through a central angle of 10°34'12" for a distance of 426.15 feet to the point of tangency; S61°51'22"W, 246.53 feet to the point of curvature of a curve concave Northerly having a radius of 3060.00 feet and a chord bearing of S74°10'39"W; thence Westerly along the arc of said curve through a central angle of 24°38'33" for a distance of 1316.09 feet to the Northeast corner of Tract OS-2I, ISLES OF LAKE NONA PHASE 2, according to the plat thereof, as recorded in Plat Book 102, Pages 88 through 100, of the Public Records of Orange County, Florida; thence departing said Northerly line run S03°30'04"E along the Easterly line of said Tract OS-2I, for a distance of 25.00 feet to a non-tangent curve concave Northerly having a radius of 3085.00 feet and a chord bearing of N83°47'45"E; thence departing said Easterly line run along the arc of said curve through a central angle of 05°24'21" for a distance of 291.07 feet to a non-tangent line; thence S38°00'14"E, 153.44 feet to a non-tangent curve concave Westerly having a radius of 186.00 feet and a chord bearing of S19°05'26"W; thence Southerly along the arc of said curve through a central angle of 87°43'45" for a distance of 284.80 feet to a non-tangent line; thence S81°59'11"W, 118.72 feet; thence S29°52'54"W, 169.37 feet to the Northerly line of said plat of ISLES OF LAKE NONA PHASE 2 and a non-tangent curve concave Northerly, having a radius of 510.00 feet and a chord bearing of S82°25'58"E; thence run the following courses and distances along said Northerly line: Easterly along the arc of said curve through a central angle of 31°03'29" for a distance of 276.45 feet to the point of tangency; N82°02'18"E, 176.93 feet to the point of curvature of a curve concave Northerly having a radius of 1972.50 feet and a chord bearing of N81°15'27"E; thence Easterly along the arc of said curve through a central angle of 01°33'42" for a distance of 53.76 feet to a non-tangent line; thence departing said Northerly line run N07°57'42"W, 187.04 feet; thence S82°02'18"W, 45.00 feet; thence N07°57'42"W, 262.50 feet; thence N82°02'18"E, 370.00 feet; thence S07°57'42"E, 262.50 feet; thence S82°02'18"W, 35.00 feet; thence S07°57'42"E, 160.28 feet to the aforesaid Northerly line of the plat of ISLES OF LAKE NONA PHASE 2 and a non-tangent curve concave Southerly having a radius of 5027.50 feet and a chord bearing of N76°40'11"E; thence Easterly along said Northerly line and the arc of said curve through a central angle of 02°18'03" for a distance of 201.90 feet to a non-tangent line; thence departing said Northerly line run N07°57'42"W, 205.13 feet; thence S82°02'18"W, 46.00 feet; thence N07°57'42"W, 282.50 feet; thence N82°02'18"E, 380.00 feet; thence S07°57'42"E, 282.50 feet; thence S82°02'18"W, 44.00 feet; thence S07°57'42"E, 192.15 feet to the aforesaid Northerly line of the plat of ISLES OF LAKE NONA PHASE 2 and a non-tangent curvature of a curve concave Southerly having a radius of 5027.50 feet and a chord bearing of N82°51'19"E; thence Easterly along said Northerly line and the Northerly line of ISLES OF LAKE NONA PHASE 1A, according to the plat thereof, as recorded in Plat Book 101, Pages 135 through 147, of the Public Records of Orange County, Florida and the arc of said curve through a central angle of 03°27'10" for a distance of 302.97 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of N38°18'36"E; thence continue along said Northerly line of the plat of ISLES OF LAKE NONA PHASE 1A the following courses and distances: Northeasterly along the arc of said curve through a central angle of 92°32'36" for a distance of 40.38 feet to a non-tangent line; N82°02'18"E, 50.00 feet; S07°57'42"E, 5.44 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of S51°07'20"E; thence Southeasterly along the arc of said curve through a

central angle of $86^{\circ}19'16''$ for a distance of 37.66 feet to the point of reverse curvature of a curve concave Southerly having a radius of 5027.50 feet and a chord bearing of $N86^{\circ}16'10''E$; thence Easterly along the arc of said curve through a central angle of $01^{\circ}06'14''$ for a distance of 96.87 feet to a non-tangent line; $N07^{\circ}57'42''W$, 378.43 feet; $N82^{\circ}02'18''E$, 40.00 feet; $N07^{\circ}57'42''W$, 160.30 feet; $N79^{\circ}53'47''E$, 141.92 feet to a non-tangent curve concave Northeasterly having a radius of 832.40 feet and a chord bearing of $S25^{\circ}24'13''E$; thence Southeasterly along the arc of said curve through a central angle of $18^{\circ}35'59''$ for a distance of 270.22 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 5591.25 feet and a chord bearing of $S35^{\circ}26'16''E$; thence Southeasterly along the arc of said curve through a central angle of $01^{\circ}28'08''$ for a distance of 143.33 feet to the point of reverse curvature of a curve concave Westerly having a radius of 175.00 feet and a chord bearing of $S17^{\circ}37'14''E$; thence Southerly along the arc of said curve through a central angle of $37^{\circ}06'12''$ for a distance of 113.33 feet to the point of tangency; $S00^{\circ}55'52''W$, 68.80 feet; $S89^{\circ}04'08''E$, 57.00 feet to a non-tangent curve concave Northeasterly having a radius of 15.00 feet and a chord bearing of $S43^{\circ}48'08''E$; thence Southeasterly along the arc of said curve through a central angle of $89^{\circ}28'00''$ for a distance of 23.42 feet to the point of reverse curvature of a curve concave Southerly having a radius of 5034.50 feet and a chord bearing of $S87^{\circ}10'41''E$; thence Easterly along the arc of said curve through a central angle of $02^{\circ}42'54''$ for a distance of 238.56 feet to the point of tangency; $S85^{\circ}49'15''E$, 147.80 feet to the point of curvature of a curve concave Northwesterly having a radius of 15.00 feet and a chord bearing of $N37^{\circ}51'23''E$; thence Northeasterly along the arc of said curve through a central angle of $112^{\circ}38'45''$ for a distance of 29.49 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 368.00 feet and a chord bearing of $N26^{\circ}44'11''W$; thence Northwesterly along the arc of said curve through a central angle of $16^{\circ}32'24''$ for a distance of 106.23 feet to a non-tangent line; $N85^{\circ}49'15''W$, 31.45 feet; $N04^{\circ}10'45''E$, 20.00 feet to a non-tangent curve concave Northerly having a radius of 16.00 feet and a chord bearing of $N74^{\circ}06'47''E$; thence Easterly along the arc of said curve through a central angle of $40^{\circ}07'57''$ for a distance of 11.21 feet to a non-tangent curve concave Northeasterly having a radius of 5290.85 feet and a chord bearing of $N39^{\circ}32'11''W$; thence Northwesterly along the arc of said curve through a central angle of $00^{\circ}10'23''$ for a distance of 15.97 feet to a non-tangent line; $N50^{\circ}33'00''E$, 64.00 feet to a non-tangent curve concave Northeasterly having a radius of 5226.85 feet and a chord bearing of $N37^{\circ}04'36''W$; thence departing said Northerly line of the plat of ISLES OF LAKE NONA PHASE 1A, run Northwesterly along the arc of said curve through a central angle of $04^{\circ}44'47''$ for a distance of 433.00 feet to the point of compound curvature of a curve concave Easterly having a radius of 468.00 feet and a chord bearing of $N21^{\circ}53'37''W$; thence Northerly along the arc of said curve through a central angle of $25^{\circ}37'11''$ for a distance of 209.27 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 15.00 feet and a chord bearing of $N36^{\circ}55'08''E$; thence Northeasterly along the arc of said curve through a central angle of $92^{\circ}00'19''$ for a distance of 24.09 feet to a non-tangent line; thence $N07^{\circ}04'43''W$, 82.00 feet to the Southerly line of aforesaid Lot 2; thence $S82^{\circ}55'17''W$ along said Southerly line, 269.65 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale

factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

The above described parcel of land contains 27.520 acres more or less when measured in ground dimensions.

AND

Phase 3B:

That part of Section 32, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northernmost corner of Tract S-1AA, ISLES OF LAKE NONA PHASE 1A, according to the plat thereof, as recorded in Plat Book 101, Pages 135 through 147, of the public Records of Orange County, Florida; thence N41°42'12"W along the West right-of-way line of Narcoossee Road, as described in Official Records Book 10003, Page 5463, of the Public Records of Orange County, Florida, 232.91 feet to the point of curvature of a curve concave Northeasterly having a radius of 4595.35 feet and a chord bearing of N38°54'00"W; thence Northwesterly along said West right-of-way line and the arc of said curve through a central angle of 05°36'24" for a distance of 449.67 feet to a non-tangent line and the Southeasterly line of Tract B, POITRAS EAST N-5 SOUTH, according to the plat thereof, as recorded in Plat Book 102, Pages 76 and 77, of the Public Records of Orange County, Florida; thence departing said West right-of-way line, run S52°06'22"W along said Southeasterly line, 5.50 feet to the Southwesterly line of said Tract B; thence departing said Southeasterly line, run N37°53'38"W along said Southwesterly line, 25.17 feet; thence N35°25'00"W along said Southwesterly line, 96.47 feet to the Southeast corner of Lot 1, according to said plat of POITRAS EAST N-5 SOUTH; thence departing said Southwesterly line, run S82°55'17"W along the Southerly line of Lot 1 and the Southerly line of Lot 2 of said plat of POITRAS EAST N-5 SOUTH, 587.19 feet; thence departing said Southerly line, run S07°04'43"E, 82.00 feet to a non-tangent curve concave Southeasterly having a radius of 15.00 feet and a chord bearing of S36°55'08"W; thence Southwesterly along the arc of said curve through a central angle of 92°00'19" for a distance of 24.09 feet to the point of compound curvature of a curve concave Easterly having a radius of 468.00 feet and a chord bearing of S21°53'37"E; thence Southerly along the arc of said curve through a central angle of 25°37'11" for a distance of 209.27 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 5226.85 feet and a chord bearing of S37°04'36"E; thence Southeasterly along the arc of said curve through a central angle of 04°44'47" for a distance of 433.00 feet to the Northerly line of aforesaid plat of ISLES OF LAKE NONA PHASE 1A; thence run the following courses and distances along said Northerly line: continue Southeasterly along the arc of said curve concave Northeasterly having a radius of 5226.85 feet and a chord bearing of S39°32'51"E, through a central angle of 00°11'42" for a distance of 17.78 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 432.00 feet and a chord bearing of S35°04'54"E; thence Southeasterly along the arc of said curve through a central angle of

09°07'34" for a distance of 68.81 feet to a non-tangent line; S85°49'15"E, 134.97 feet to the point of curvature of a curve concave Northwesterly having a radius of 10.00 feet and a chord bearing of N26°24'10"E; thence Northeasterly along the arc of said curve through a central angle of 135°33'10" for a distance of 23.66 feet to a non-tangent line; N48°37'35"E, 20.00 feet to a non-tangent curve concave Northeasterly having a radius of 5100.35 feet and a chord bearing of S41°33'38"E; thence Southeasterly along the arc of said curve through a central angle of 00°22'27" for a distance of 33.32 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 29.00 feet and a chord bearing of S63°47'03"E; thence Southeasterly along the arc of said curve through a central angle of 44°04'22" for a distance of 22.31 feet to the point of tangency; S85°49'15"E, 89.94 feet to a non-tangent curve concave Westerly having a radius of 268.00 feet and a chord bearing of N12°48'44"W; thence Northerly along the arc of said curve through a central angle of 03°30'20" for a distance of 16.40 feet to a non-tangent line; N75°26'06"E, 64.00 feet to a non-tangent curve concave Westerly having a radius of 332.00 feet and a chord bearing of S11°19'04"E; thence Southerly along the arc of said curve through a central angle of 06°29'40" for a distance of 37.63 feet to a non-tangent line; S85°49'15"E, 110.88 feet to the point of curvature of a curve concave Northwesterly having a radius of 10.00 feet and a chord bearing of N39°37'51"E; thence Northeasterly along the arc of said curve through a central angle of 109°05'50" for a distance of 19.04 feet to the point of tangency; N14°55'04"W, 1.00 feet; N75°04'56"E, 20.00 feet; S14°55'04"E, 1.32 feet to the point of curvature of a curve concave Northeasterly having a radius of 29.00 feet and a chord bearing of S50°22'09"E; thence Southeasterly along the arc of said curve through a central angle of 70°54'10" for a distance of 35.89 feet to the point of tangency; S85°49'15"E, 87.46 feet; N00°00'00"E, 15.97 feet; N90°00'00"E, 57.00 feet; N00°00'00"E, 46.39 feet to the point of curvature of a curve concave Westerly having a radius of 325.00 feet and a chord bearing of N08°06'04"W; thence Northerly along the arc of said curve through a central angle of 16°12'09" for a distance of 91.91 feet to a non-tangent line; N47°49'09"E, 76.66 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

Being subject to any rights-of-way, restrictions and easements of record.

The above described parcel of land contains 13.154 acres more or less when measured in ground dimensions.

AND

Phase 4:

That part of Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

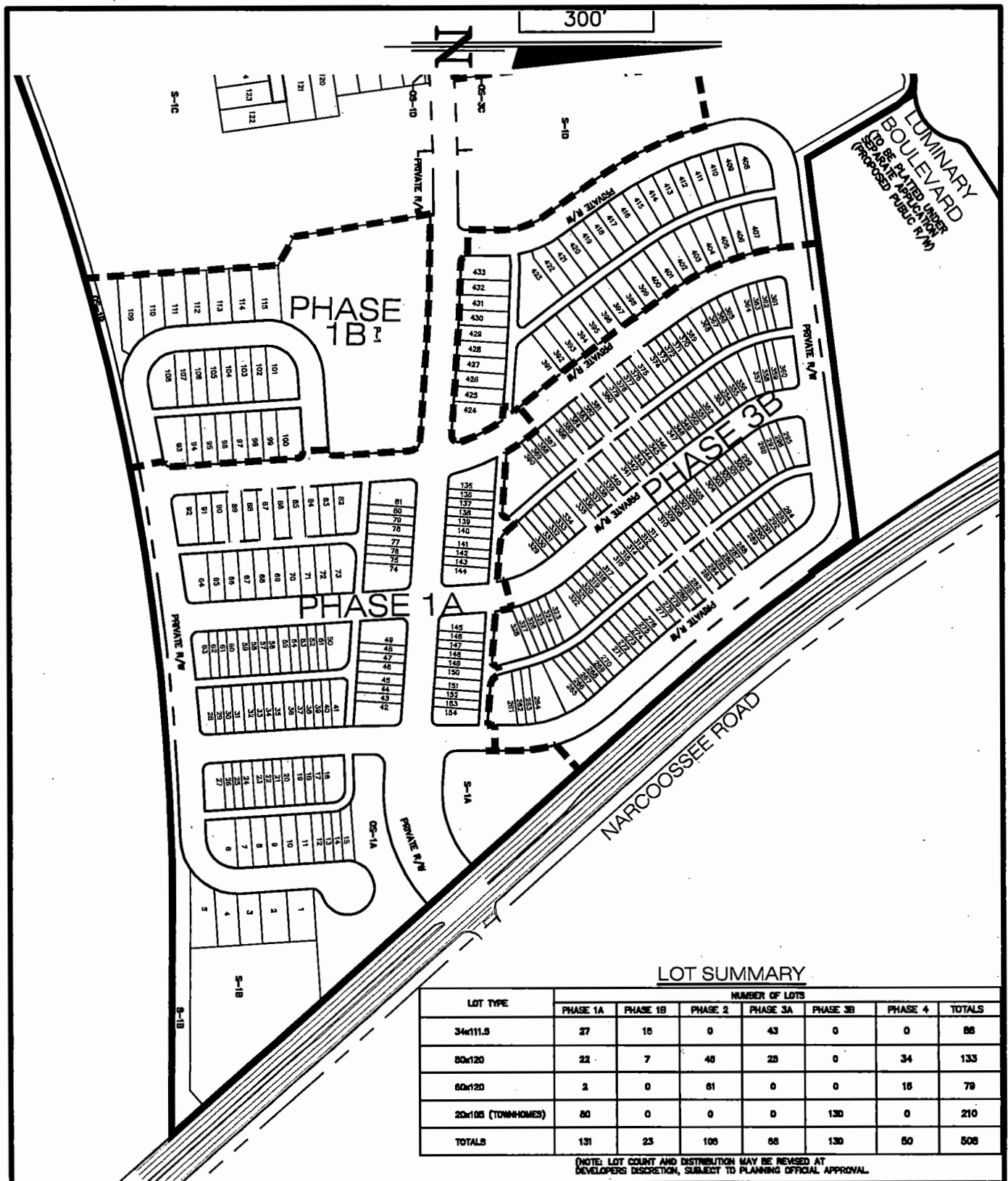
BEGIN at POINT OF BEGINNING NUMBER 1 being the Southernmost corner of Tract OS-2I, ISLES OF LAKE NONA PHASE 2, according to the plat thereof, as recorded in Plat Book 102, Pages 88 through 100, of the Public Records of Orange County, Florida;

thence N68°01'31"E along the Southerly line of said Tract OS-2I, for a distance of 22.81 feet to the Easterly line of said Tract OS-2I; thence departing said Southerly line run N28°57'47"E along said Easterly line, 280.32 feet to a non-tangent curve concave Northerly having a radius of 3085.00 feet and a chord bearing of N83°47'45"E; thence departing said Easterly line run Easterly along the arc of said curve through a central angle of 05°24'21" for a distance of 291.07 feet to a non-tangent line; thence S38°00'14"E, 153.44 feet to a non-tangent curve concave Westerly having a radius of 186.00 feet and a chord bearing of S19°05'26"W; thence Southerly along the arc of said curve through a central angle of 87°43'45" for a distance of 284.80 feet to a non-tangent line; thence S81°59'11"W, 118.72 feet; thence S29°52'54"W, 169.37 feet to the Northerly line of said plat of ISLES OF LAKE NONA PHASE 2, Reference Point "A" and a non-tangent curve concave Northeasterly having a radius of 510.00 feet and a chord bearing of N60°43'53"W; thence run the following courses and distances along said Northerly line: Northwesterly along the arc of said curve through a central angle of 12°20'41" for a distance of 109.88 feet to the point of compound curvature of a curve concave Easterly having a radius of 25.00 feet and a chord bearing of N07°32'19"W; thence Northerly along the arc of said curve through a central angle of 94°02'27" for a distance of 41.03 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 610.00 feet and a chord bearing of N38°29'32"E; thence Northeasterly along the arc of said curve through a central angle of 01°58'43" for a distance of 21.07 feet to a non-tangent line; N52°29'49"W, 50.00 feet to a non-tangent curve concave Northwesterly having a radius of 560.00 feet and a chord bearing of S38°18'59"W; thence Southwesterly along the arc of said curve through a central angle of 01°37'37" for a distance of 15.90 feet to the point of compound curvature of a curve concave Northerly having a radius of 25.00 feet and a chord bearing of S88°12'24"W; thence Westerly along the arc of said curve through a central angle of 98°09'11" for a distance of 42.83 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 510.00 feet and a chord bearing of N37°49'45"W; thence Northwesterly along the arc of said curve through a central angle of 09°46'32" for a distance of 87.01 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 300.00 feet and a chord bearing of N27°27'29"W; thence Northwesterly along the arc of said curve through a central angle of 10°58'00" for a distance of 57.42 feet to the POINT OF BEGINNING NUMBER 1; thence return to aforesaid Reference Point "A" being on the Northerly line of said plat of ISLES OF LAKE NONA PHASE 2 and a point on a curve concave Northerly having a radius of 510.00 feet and a chord bearing of S82°25'58"E; thence Easterly along said Northerly line and the arc of said curve through a central angle of 31°03'29" for a distance of 276.45 feet to the point of tangency; thence N82°02'18"E along said Northerly line, 176.93 feet to the point of curvature of a curve concave Northerly having a radius of 1972.50 feet and a chord bearing of N81°15'27"E; thence Easterly along said Northerly line and the arc of said curve through a central angle of 01°33'42" for a distance of 53.76 feet to POINT OF BEGINNING NUMBER 2; thence departing said Northerly line run N07°57'42"W, 187.04 feet; thence S82°02'18"W, 45.00 feet; thence N07°57'42"W, 262.50 feet; thence N82°02'18"E, 370.00 feet; thence S07°57'42"E, 262.50 feet; thence S82°02'18"W, 35.00 feet; thence S07°57'42"E, 160.28 feet to the aforesaid Northerly line of the plat of ISLES OF LAKE NONA PHASE 2, Reference Point "B" and a non-tangent curve concave Southerly having a radius of

5027.50 feet and a chord bearing of S75°01'31"W; thence run the following courses and distances along said Northerly line: Westerly along the arc of said curve through a central angle of 00°59'17" for a distance of 86.69 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1972.50 feet and a chord bearing of S74°36'56"W; thence Westerly along the arc of said curve through a central angle of 00°10'08" for a distance of 5.81 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of N56°37'51"W; thence Northwesterly along the arc of said curve through a central angle of 97°20'18" for a distance of 42.47 feet to a non-tangent line; S82°02'18"W, 50.00 feet; S07°57'42"E, 10.26 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of S34°50'53"W; thence Southwesterly along the arc of said curve through a central angle of 85°37'10" for a distance of 37.36 feet to the point of compound curvature of a curve concave Northerly having a radius of 1972.50 feet and a chord bearing of S79°04'02"W; thence Westerly along the arc of said curve through a central angle of 02°49'09" for a distance of 97.05 feet to the POINT OF BEGINNING NUMBER 2; thence return to aforesaid Reference Point "B" being on the Northerly line of said plat of ISLES OF LAKE NONA PHASE 2 and a curve concave Southerly having a radius of 5027.50 feet and a chord bearing of N76°40'11"E; thence Easterly along said Northerly line and the arc of said curve through a central angle of 02°18'03" for a distance of 201.90 feet to POINT OF BEGINNING NUMBER 3; thence departing said Northerly line run N07°57'42"W, 205.13 feet; thence S82°02'18"W, 46.00 feet; thence N07°57'42"W, 282.50 feet; thence N82°02'18"E, 380.00 feet; thence S07°57'42"E, 282.50 feet; thence S82°02'18"W, 44.00 feet; thence S07°57'42"E, 192.15 feet to the aforesaid Northerly line of the plat of ISLES OF LAKE NONA PHASE 2 and a non-tangent curve concave Southerly having a radius of 5027.50 feet and a chord bearing of S80°35'32"W; thence run the following courses and distances along said Northerly line: Westerly along the arc of said curve through a central angle of 01°04'23" for a distance of 94.17 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of N53°57'11"W; thence Northwesterly along the arc of said curve through a central angle of 91°58'57" for a distance of 40.13 feet to a non-tangent line; S82°02'18"W, 50.00 feet; S07°57'42"E, 4.45 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of S35°28'46"W; thence Southwesterly along the arc of said curve through a central angle of 86°52'56" for a distance of 37.91 feet to the point of reverse curvature of a curve concave Southerly having a radius of 5027.50 feet and a chord bearing of S78°22'13"W; thence Westerly along the arc of said curve through a central angle of 01°06'02" for a distance of 96.56 feet to POINT OF BEGINNING NUMBER 3. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

Being subject to any rights-of-way, restrictions and easements of record.

The above described parcels altogether contain 11.294 acres more or less when measured in ground dimensions.



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

DRAWN BY: DSW
 DATE: 4-30-21

DESIGNED BY: DSW
 DATE: 4-30-21

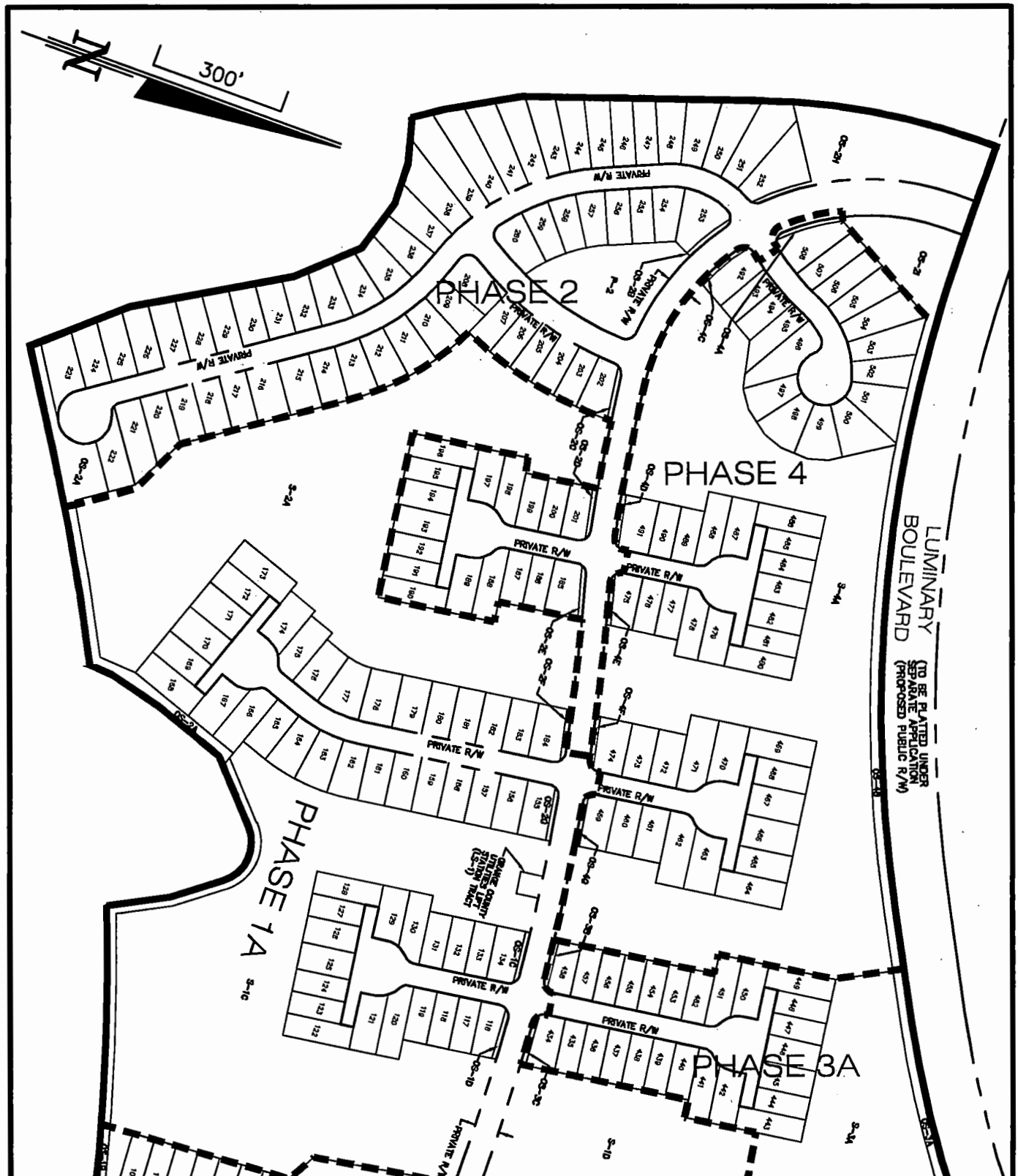
APPROVED BY: GRR
 DATE: 4-30-21

SCALE
1"=300'

JOB NUMBER
18052

EXHIBIT B
 POITRAS EAST PARCEL N-6
 SITE PLAN
 CITY OF ORLANDO, FLORIDA

Page B-1 of 2



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DRAWN BY: DSW
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SCALE
 1"=300'

JOB NUMBER
 18052

EXHIBIT B
 POITRAS EAST PARCEL N-6
 SITE PLAN
 CITY OF ORLANDO, FLORIDA

Page B-2 of 2

EXHIBIT "C"

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED]

DATE: [REDACTED], 20 [REDACTED]

BENEFICIARY:
ORANGE COUNTY, FLORIDA
C/O ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FL 32825
ATTN: MANAGER,
CUSTOMER SERVICE DIVISION

APPLICANT: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ATTN: [NAME AND TITLE] [REDACTED]

PROJECT NAME: [REDACTED]

AMOUNT: \$ [REDACTED] \$ [REDACTED],00 ([REDACTED] THOUSAND AND 00/100 U.S. DOLLARS)

DATE OF EXPIRY: [REDACTED], 20 [REDACTED]

AT THE REQUEST AND FOR THE ACCOUNT OF APPLICANT, WE, [REDACTED] ("ISSUER"), HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED], IN FAVOR OF ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("BENEFICIARY"), AND AUTHORIZE YOU TO DRAW ON ISSUER, IN THE MAXIMUM AGGREGATE AMOUNT OF \$ [REDACTED],00 ([REDACTED] THOUSAND AND 00/100 U.S. DOLLARS) IN UNITED STATES FUNDS, WHICH IS PAYABLE AT SIGHT AGAINST PRESENTATION OF YOUR DEMAND, WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND ANY OF THE FOLLOWING DOCUMENTS:

1. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "THE PERFORMANCE OF APPLICANT'S OBLIGATION HAS NOT BEEN COMPLETED YET AND THE LETTER OF CREDIT WILL EXPIRE WITHIN 45 DAYS FROM THE DATE OF DRAWING WITHOUT BEING EXTENDED OR REPLACED TO THE COUNTY'S SATISFACTION;" OR
2. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "[REDACTED] [ISSUER (CONFIRMER)] HAS LOST ITS DESIGNATION AS A 'QUALIFIED PUBLIC DEPOSITORY' PURSUANT TO FLORIDA STATUTES, CHAPTER 280, AND AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT HAS NOT BEEN RECEIVED BY THE COUNTY FOLLOWING NOTICE TO APPLICANT;" OR
3. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "THE DRAWING IS DUE TO APPLICANT'S FAILURE TO COMPLY WITH THE TERMS OF THE '[REDACTED] [OWNER] [REDACTED] AGREEMENT' APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ON [REDACTED]". THE LETTER WILL STATE THE SUM DUE UNDER THE TERMS OF THE AGREEMENT.

EXHIBIT "C"

A SUM NOT TO EXCEED \$,.00 (THOUSAND AND 00/100 U.S. DOLLARS) SHALL BE AVAILABLE FOR PARTIAL OR FULL DRAW BY PRESENTATION OF YOUR DEMAND AT SIGHT IF ACCOMPANIED BY A WRITTEN STATEMENT AS DESCRIBED IN THE PRECEDING PARAGRAPHS.

THIS LETTER OF CREDIT SHALL BE IN FULL FORCE AND EFFECT UNTIL , 20 , [ONE YEAR FROM ISSUANCE DATE] AND WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS WE NOTIFY THE BENEFICIARY IN WRITING BY CERTIFIED MAIL, OR OVERNIGHT COURIER, SENT TO THE BENEFICIARY AT THE ABOVE ADDRESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN PRESENT EXPIRATION DATE, NOTIFYING THE BENEFICIARY THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL PERIOD OF ONE YEAR.

[IF A CONFIRMING BANK IS TO BE USED, INSERT THIS LANGUAGE: ISSUER NOMINATES [NAME AND ADDRESS OF NOMINATED CONFIRMING BANK] TO CONFIRM THIS STANDBY LETTER OF CREDIT.]

DRAWS MUST BE PRESENTED NO LATER THAN , 20 , [EXPIRATION DATE] OR ANY EXTENDED EXPIRATION DATE AND MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. OF ISSUER, DATED , 20 [ENTER LOC DATE]."

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED; PROVIDED, HOWEVER, THAT ANY PAYMENT MADE UNDER THIS LETTER OF CREDIT SHALL REDUCE THE AMOUNT AVAILABLE UNDER IT.

WE, ISSUER, HEREBY AGREE THAT ALL DRAWS PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO **ISSUER** **[CONFIRMER]** AT: *[note: must have tri-county address (Orange, Osceola, Seminole)].*

THIS LETTER OF CREDIT WILL BE CONSIDERED AS CANCELLED UPON RECEIPT BY US OF THE ORIGINAL LETTER OF CREDIT OR UPON ANY PRESENT OR FUTURE EXPIRY DATE HEREUNDER, WHICHEVER SHALL OCCUR FIRST.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98) (INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590) AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE ISP98 AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN FLORIDA LAW AND THE LAW OF ANY OTHER STATE OR COUNTRY SHALL ARISE, FLORIDA LAW SHALL PREVAIL.

VERY TRULY YOURS,

AUTHORIZED SIGNATURE

ISSUER

AUTHORIZED SIGNATURE

ISSUER