

## Shared Use Pond Agreement

This instrument prepared by  
and return to:

Jonathan P. Huels, Esq.  
Lowndes Law Firm  
215 N. Eola Drive  
Orlando, FL 32801  
Telephone: (407) 418-6483  
Facsimile: (407) 843-4444

Project: County Road 545, Segments 3 & 4  
(Waterleigh Phase I & II)

Parcel I.D. Nos.: 08-24-27-7513-01-000  
08-24-27-0000-00-022  
08-24-27-0000-00-042  
08-24-27-0000-00-017

### **DRAINAGE AND SHARED USE POND EASEMENT AGREEMENT**

#### **COUNTY ROAD 545, SEGMENTS 3 & 4**

THIS SHARED USE POND AGREEMENT (the “**Agreement**”) effective as of the latest date of execution (“**Effective Date**”), is made and entered into by and between Halston Waterleigh Borrower, LLC, a Delaware limited liability company authorized to transact business in Florida (“**Halston Waterleigh**”), whose mailing address is 164 Market Street, Suite 202, Charleston, SC 29401 and Orange County, a charter county and political subdivision of the state of Florida (“**County**”), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

#### **WITNESSETH:**

WHEREAS, Halston Waterleigh’s predecessor-in-interest along with various other parcel Owners (as defined in the Road Agreement) and the County entered into that certain Village H Horizon West Road Network Agreement (C.R. 545) recorded on February 20, 2013 in Official Records Book 10525, Page 6172 of the Public Records of Orange County, Florida, and as amended by that certain First Amendment to Village H Horizon West Road Network Agreement (C.R. 545) recorded December 19, 2014 in Official Records Book 10851, Page 626, of the Public Records of Orange County, Florida, and as further amended by that certain Second Amendment to Village H Horizon West Road Network Agreement (C.R. 545), recorded February 3, 2015 in Official Records Book 10870, Page 7689, of the Public Records of Orange County, Florida, and as further amended by that certain Third Amendment to Village H Horizon West Road Network Agreement (C.R. 545), recorded December 1, 2017 as Document #20170656057 in the Public Records of Orange County, Florida, and as further amended by that certain Fourth Amendment to Village H Horizon West Road Network Agreement (C.R. 545), recorded October 10, 2019 as Document #20190634374 in the Public Records of Orange County, Florida and as further amended by that certain Fifth Amendment to Village H Horizon West Road Network Agreement (C.R. 545),

- 1 -

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## Shared Use Pond Agreement

recorded February 2, 2021 as Document # 20210063422 in the Public Records of Orange County, Florida, as affected by the Assignment of Vested Trips recorded in Document #s 020210096729, 20210611735, 20210598605, 20210707774, 20210787544 and # 20220181452 and Assignment of Utility Capacity recorded in Document # 20220037330, all in the Public Records of Orange County, Florida (collectively, the “**Road Agreement**”);

WHEREAS, the Road Agreement sets forth certain rights and obligations, including the obligation for certain parcel owners, including Halston Waterleigh’s predecessor-in-interest, to convey to the County certain APF Lands as defined in the Road Agreement for C.R. 545 right-of-way and stormwater management areas in conjunction with those certain roadway improvements known as the “**C.R. 545 Improvements**” being funded, designed and constructed by the parties as is further described therein;

WHEREAS, the Road Agreement provides stormwater management areas constructed as part of the C.R. 545 Improvements may be used as joint pond/conveyance systems designed to accommodate storm drainage from both C.R. 545 and private development in proximity to C.R. 545;

WHEREAS, pursuant to the Road Agreement, certain real property was conveyed to the County on which a joint-use stormwater pond with capacity to serve a portion of C.R. 545 and certain private development was constructed, owned, operated, maintained, repaired and replaced by the County;

WHEREAS, County and the Central Florida Tourism Oversight District, f/k/a as the Reedy Creek Improvement District (“**CFTOD**”) entered into that certain Drainage Fee Agreement executed on May 8, 2018 and recorded as Document #20180336119 in the Public Records of Orange County, Florida (the “**Drainage Fee Agreement**”), with respect to, among other things, the discharge of a limited volume of stormwater from the Stormwater Pond to a surface stormwater control facility constructed and operated by CFTOD (the “**CFTOD Facility**”);

WHEREAS, County constructed, maintained, and used the Stormwater Pond before the Effective Date of this Agreement, which Agreement is intended to expand the use of the existing Stormwater Pond as set forth herein;

WHEREAS, Halston Waterleigh is the owner of certain real property located adjacent to the Stormwater Pond as more particularly described on Exhibit “A” attached hereto and by this reference incorporated herein (the “**Halston Waterleigh Property**”);

WHEREAS, on or about the Effective Date, County and CFTOD desire to enter into that certain Amended and Restated Drainage Fee Agreement (the “**Amended and Restated Drainage Fee Agreement**”) in substantially the form attached hereto as Exhibit “B” and by this reference incorporated herein, that sets forth certain rights and obligations, including allowing utilization of the Stormwater Pond by Halston Waterleigh and certain other private landowners for drainage purposes which results in the discharge of additional volume of stormwater from the Stormwater Pond into the CFTOD Facility;

## Shared Use Pond Agreement

WHEREAS, pursuant to the Amended and Restated Drainage Fee Agreement, County is required to pay to CFTOD the sum of One Hundred Fourteen Thousand Nine Hundred Twelve and 81/100 Dollars (\$114,912.81) (the “**Additional Drainage Fee**”) at the time of execution thereof as consideration for the use of the CFTOD Facility for the additional discharge of stormwater from the Halston Waterleigh Property and other certain private properties; and

WHEREAS, pursuant to that certain Shared Use Pond Agreement being simultaneously entered into by DHIC - Waterleigh II, LLC (“**DHIC**”) and County (“**DHIC Agreement**”), DHIC will remit payment of the Additional Drainage Fee to CFTOD on behalf of County as consideration for utilization of the Stormwater Pond for drainage purposes by the Halston Waterleigh Property and other certain private properties.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **Recitals.** The foregoing recitals are acknowledged to be true and correct and by this reference are hereby incorporated into this Agreement as if fully set forth herein.

2. **Drainage Easement to Halston Waterleigh.**

(a) Upon DHIC’s payment of the Additional Drainage Fee pursuant to the terms of the DHIC Agreement, County shall grant to Halston Waterleigh for the Halston Waterleigh Property, a perpetual, non-exclusive easement for drainage purposes (the “**Drainage Easement**”) over, under, upon, through and across the existing Stormwater Pond (the “**Drainage Easement Area**”) as more particularly described in **Exhibit “C”** and limited to the discharge volume set forth in the Amended and Restated Drainage Fee Agreement. The Drainage Easement shall be in substantially the same form of **Exhibit “D”** attached hereto and by this reference incorporated herein.

(b) Halston Waterleigh may not expand or increase the discharge volume set forth in the Amended and Restated Drainage Fee Agreement without written approval of the County, such approval not to be unreasonably withheld.

(c) County retains ownership of all other property rights associated with the Stormwater Pond not specifically granted to Halston Waterleigh under the Amended Drainage Easement.

(d) In the event DHIC fails to make the required payment to CFTOD as required in subparagraph (a) above, Halston Waterleigh may make such payment, and upon providing written evidence to County of such payment being made, County shall grant the Amended Drainage Easement as contemplated by this Section 2.

3. **Construction and Maintenance of Ponds.**

(a) County previously constructed and maintained the Stormwater Pond before the Effective Date of this Agreement.

## Shared Use Pond Agreement

(b) The Stormwater Pond was previously designed, engineered, permitted, and constructed to County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements in a manner sufficient to adequately receive and process the capacity from both C.R. 545 and the Halston Waterleigh Property as well as other off-site properties as set forth in **Exhibit "E"**.

(c) The Stormwater Pond was previously designed, engineered, permitted and constructed in accordance with all construction plans and pursuant to the permit issued by South Florida Water Management District, Permit No. 48-02566-P ("**Pond Permit**"), and that the County currently shall operate and maintain the Stormwater Pond to ensure effective drainage of C.R. 545 and the Halston Waterleigh Property.

(d) The purpose of this Agreement is to expand the future use of the Stormwater Pond to include drainage of the Halston Waterleigh Property, subject to the terms in Section 2 of this Agreement.

4. **Use of Pond Rights; Cooperation.** The use of the Stormwater Pond by Halston Waterleigh shall be in accordance with all rules and regulations of and relating to, and pursuant to, the Pond Permit and all other permits issued by any applicable governmental or quasi-governmental agencies, and in accordance with the County's agreements and obligations under the Amended and Restated Drainage Fee Agreement.

5. **Covenants Running with the Land.** This Agreement, and the rights and interests created herein, runs with the land described herein, including specifically, the Stormwater Pond and Halston Waterleigh Property, and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns. The parties will record a copy of this Agreement in the official records of Orange County.

6. **Third Party Beneficiary.** CFTOD shall be entitled to rely upon, shall be an express third-party beneficiary of, and shall be entitled to enforce, the provisions of this Agreement, including without limitation, the provisions of Section 8. For avoidance of doubt, the Agreement shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment of novation made in any manner without the written consent of CFTOD. The parties hereto agree that CFTOD shall be an express third-party beneficiary of this Agreement as provided herein.

7. **Exhibits.** All exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of the Agreement.

8. **Indemnification.**

(a) **Indemnification of County and CFTOD; Compliance with Amended and Restated Drainage Fee Agreement.** The use of the Stormwater Pond by Halston Waterleigh and its agents, assigns, contractors, or subcontractors shall be at Halston Waterleigh's sole risk. Halston Waterleigh shall indemnify, defend and hold harmless County and CFTOD from and against any and all claims, damages, actions, losses, suits, judgments, fines, liabilities, costs, and expenses, including reasonable attorney and legal fees and costs, arising out of, or resulting from, work



performed and other activities undertaken by Halston Waterleigh, and its agents, assigns, contractors, or subcontractors, involving the Drainage Easement Area and Stormwater Pond. This provision includes, without limitation any liability for additional fines or fees from CFTOD and personal injury or property damage caused by drainage from the Halston Waterleigh Property, provided, however, that Halston Waterleigh shall not be liable for any loss resulting from the willful acts or omission, nor the gross negligence of County, or its employees, contractors, subcontractors, consultants, or other agents. County or CFTOD shall notify Halston Waterleigh promptly following the occurrence of an event for which County is alleged to be in default under the Amended and Restated Drainage Fee Agreement as a result of a default by Halston Waterleigh or otherwise in connection with any claim for which County or CFTOD may seek indemnification. Halston Waterleigh shall be entitled to any cure period related to any such alleged default or claim for indemnification that is available to the County under the terms of the Amended and Restated Drainage Fee Agreement. In the event Halston Waterleigh fails to cure such alleged default for which it is responsible pursuant to the terms of this paragraph, Halston Waterleigh shall indemnify County and CFTOD in accordance with the terms of this paragraph. The provisions of this paragraph shall be binding upon the successors and assigns of Halston Waterleigh and County. The provisions of this paragraph shall survive the termination of this Agreement and shall remain in force beyond (a) the expiration of any applicable statute of limitations and (b) payment or satisfaction in full of any single claim within the scope of this indemnification.

(b) Indemnification by County. To the extent permitted by, and without waiving its rights and protections pursuant to, section 768.28, *Florida Statutes*, or any successor law, County agrees to indemnify, defend, save, and hold harmless Halston Waterleigh from any and all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses, arising out of or resulting from any work performed and other activities undertaken by County, its employees, contractors, subcontractors, consultants, or other agents, involving the Drainage Easement Area and Stormwater Pond. However, County shall not be liable for the acts or omissions of Halston Waterleigh, its employees, contractors, subcontractors, consultants, or other agents. Notwithstanding any term or provision of this Agreement seemingly to the contrary, County shall not, by virtue of entering into this Agreement nor by virtue of anything set forth in this Agreement, waive (or be deemed to have waived) its right to sovereign immunity or the sovereign immunity limits established by Florida law (including, but not limited to, the limits established by section 768.28, *Florida Statutes*).

9. Remedies. Each party shall have the right to enforce any and all of the covenants, conditions and restrictions contained in this Agreement, either by proceedings at law or in equity against the other party violating or attempting to violate any covenant, condition or restriction. The parties may seek all remedies available, including, but not limited to, specific performance, damages, and other legal and/or equitable remedies, as a court of competent jurisdiction shall deem appropriate. Either party shall have the right to sue the other for enforcement of any payment obligation arising under this Agreement. Notwithstanding anything in this Section to the contrary, in the event of a dispute arising under this Agreement, the parties shall attempt in good faith to resolve such dispute through mediation before filing a lawsuit. The Court shall stay any prematurely filed lawsuit pending completing of mediation.



10. **Provisions: General Provisions.** The parties further agree as to the following general provisions:

(a) **Captions and Applicable Law.** The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of Florida. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

(b) **Entire Agreement; Modification or Termination.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. The terms and provisions of this Agreement may be modified or terminated only by a written instrument signed by the parties hereto. This Agreement may be signed in counterparts each of which shall be taken together to constitute but one document.

(c) **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 Halston Waterleigh:

Halston Waterleigh Borrower, LLC  
Attn: Frank Roessler  
164 Market Street, Suite 202,  
Charleston, SC 29401

As to County:

Orange County Administrator  
P.O. Box 1393  
201 S. Rosalind Ave  
Orlando, FL 32802-1393

With copies to:

Orange County Planning, Environmental,  
and Development Services Department  
Manager, Transportation Planning Division  
Orange County Public Works Complex  
4200 S. John Young Parkway  
Orlando, FL 32839-9205



Shared Use Pond Agreement

Orange County Real Estate Management Division  
Attn: Manager  
400 East South Street, 5<sup>th</sup> floor  
Orlando, FL 32801

As to CFTOD:

Central Florida Tourism Oversight District  
Attention: District Administration  
1900 Hotel Plaza Boulevard  
Lake Buena Vista, FL 32830

With copies to:

Central Florida Tourism Oversight District  
Attention: Manager, Planning & Engineering  
1900 Hotel Plaza Boulevard  
Lake Buena Vista, FL 32830

A. Kurt Ardaman, Esq.  
Fishback Dominick, LLP  
1947 Lee Road  
Winter Park, FL 32789

11. **Modification of Agreement.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

12. **Delegation of Authority.** Manager of Orange County Real Estate Management Division, or their designee, is hereby authorized, on behalf of Orange County, to furnish any notice required or allowed under, to sign amendments to this Agreement, to perform all actions necessary and incidental to execute conveyances and enforce the terms of same.

13. **Severability.** If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement; provided, however, that the public interest in the terms set forth herein is not substantially adversely impacted.

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*{signatures and exhibits on following pages}*

Shared Use Pond Agreement

**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.

**COUNTY**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Printed Name: \_\_\_\_\_



WITNESSES:

HALSTON WATERLEIGH  
BORROWER, LLC

HALSTON WATERLEIGH  
BORROWER, LLC, a Delaware limited liability company

By: Halston Waterleigh Joint Venture, LLC, a Delaware limited liability company, its sole-member

By: Halston Waterleigh Holdings, LLC, a Delaware limited liability company, its manager

By: Ashcroft Capital Managers, LLC, a Delaware limited liability company, its manager

By: Frank Roessler  
Frank Roessler,  
Chief Executive Officer

Date: 12/24/2024, 2024

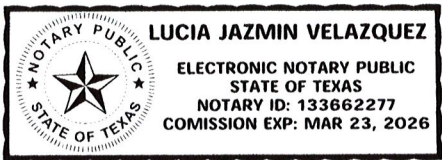
Scott Lehenhart  
Print Name: Scott Lehenhart  
Address: 461 Fifth Avenue - 16th Floor  
New York, NY 1017

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF Texas  
COUNTY OF Harris

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by physical presence ( ) or online notarization (✓) by Frank Roessler, as Chief Executive Officer of Ashcroft Capital Managers, LLC, a Delaware limited liability company, as the Manager for Halston Waterleigh Holdings, LLC, a Delaware limited liability company, as Manager of Halston Waterleigh Joint Venture, LLC, a Delaware limited liability company, as sole-member of Halston Waterleigh Borrower, LLC, a Delaware limited liability company, authorized to transact business in Florida. He (She) ☐ is personally known to me or ☒ has produced TX Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of December, 2024.



Lucia Jazmin Velazquez  
NOTARY PUBLIC

Print Name: Lucia Jazmin Velazquez

My Commission Expires: March 23, 2026

Document Notarized using a Live Audio-Video Connection



Shared Use Pond Agreement

WITNESSES:

HALSTON WATERLEIGH  
BORROWER, LLC

HALSTON WATERLEIGH  
BORROWER, LLC, a Delaware limited  
liability company

By: Halston Waterleigh Joint Venture, LLC, a  
Delaware limited liability company, its  
sole-member

By: Halston Waterleigh Holdings, LLC,  
a Delaware limited liability company,  
its manager

By: Ashcroft Capital Managers, LLC,  
a Delaware limited liability  
company, its manager

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Katerina Shchipakina  
Print Name: Katerina Shchipakina  
Address: 461 Fifth Ave, 16th Fl  
New York, NY 10017

By: Frank Roessler  
Frank Roessler,  
Chief Executive Officer

Date: 12/24/2024, 2024

STATE OF Texas  
COUNTY OF Harris

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before  
me by physical presence ( ) or online notarization ( ☒ ) by Frank Roessler, as Chief Executive  
Officer of Ashcroft Capital Managers, LLC, a Delaware limited liability company, as the Manager  
for Halston Waterleigh Holdings, LLC, a Delaware limited liability company, as Manager of  
Halston Waterleigh Joint Venture, LLC, a Delaware limited liability company, as sole-member of  
Halston Waterleigh Borrower, LLC, a Delaware limited liability company, authorized to transact  
business in Florida. He (She) ☐ is personally known to me or ☒ has produced  
TX Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day  
of December, 2024.



Lucia Jazmin Velazquez  
NOTARY PUBLIC

Print Name: Lucia Jazmin Velazquez

My Commission Expires: March 23, 2026

Document Notarized using a Live Audio-Video Connection





**EXHIBIT "A"**

**[HALSTON WATERLEIGH PROPERTY]**

Lot 1, WATERLEIGH PARCELS 10 AND 11, PHASE 1 REPLAT, according the Plat thereof recorded in Plat Book 112, Pages 76-78, of the Public Records of Orange County, Florida.

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**EXHIBIT "B"**

**[FORM OF CFTOD AGREEMENT WITH COUNTY]**

Record and Return to:  
Katherine Luetzow, P.E.  
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
Planning and Engineering Department  
Post Office Box 690519  
Orlando, FL 32869

Reference Parcel ID #s      08-24-27-0000-00-017  
   08-24-27-0000-00-022  
   08-24-27-0000-00-042

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THIS SPACE FOR RECORDER'S USE

**AMENDED DRAINAGE FEE AGREEMENT**

**THIS DRAINAGE FEE AGREEMENT** ("Agreement") is made and entered into as of the latest date of execution ("Effective Date"), by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose address is P.O. Box 690519, Orlando, FL 32869 ("**CFTOD**") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, FL 32802-1393 ("**Orange County**").

**WITNESSETH**

**WHEREAS**, Orange County is the owner of the lands located in Orange County, Florida, which lands are commonly known as County Route 545, Segment 3 & 4 and are more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference ("**Property**"); and

**WHEREAS**, Vanasse Hangen Brustlin, Inc. prepared for Orange County a report entitled Drainage Report, CR 545 Widening, Orange County, Florida dated October 2016, and plans entitled Avalon Road (CR545), Segment 3, dated June 13, 2017, and Avalon Road (CR545), Segment 4, dated June 13, 2017 for the Property ("**Construction Documents**") based upon the proposed development ("**Development Plan**"); and

**WHEREAS**, Orange County and CFTOD entered into that certain Drainage Fee Agreement, dated May 8, 2018, recorded on June 7, 2018, having document number 20180336119,



in the Public Records of Orange County, Florida (the “**Original Drainage Fee Agreement**”) with respect to, among other things, a stormwater drainage facility currently located on a portion of the Orange County Property (the “**Orange Facility**”); and

**WHEREAS**, Orange County is allowing additional property located in Orange County, Florida, which lands are described on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Additional Property**”), to connect to and/or otherwise discharge stormwater into the Orange Facility; and

**WHEREAS**, the Additional Property is owned by DHIC-WATERLEIGH II, LLC, a Delaware limited liability company, whose address is 1341 Horton Circle, Arlington, TX 76011 (the “**Owner**”), and is and will be maintained by the Owner and/or on the Owner’s behalf, by its employees, contractors, subcontractors, materialmen, representatives, and/or agents (together with the Owner, collectively, “**Owner’s Permitted Users**”); and

**WHEREAS**, Vanasse Hangen Brustlin, Inc. prepared the following for a portion of the Additional Property (the “**Waterleigh Property**”):

- i. a drainage report (a copy of which shall be provided to CFTOD by Orange County and be kept on file with CFTOD’s Planning and Engineering Department), which includes stormwater discharge calculations for a portion of such Additional Property, entitled “**Waterleigh P.D. Parcels 10 & 11 – Phase 2 Drainage Report**”, dated March, 2021;
- ii. plans, entitled “**Construction Plans Waterleigh PD – Parcel 11 Apartments Phases 1A and 1B**”, dated December 11, 2020, and plans, entitled “**Construction Plans Waterleigh PD Parcels 10 & 11 Apartments Phase 2**, dated March 26, 2021 (the “**Waterleigh PD Construction Documents**”);
- iii. all of the items described in clauses (i) and (ii) having been based upon the proposed development of the property referenced therein (the “**Waterleigh PD Development Plan**”); and

**WHEREAS**, the Orange County Property and the Additional Property shall, collectively, be referred to as the “**Expanded Property**” and the Orange Facility as expanded to accept additional stormwater shall be referred to as the “**Expanded Orange Facility**”; and

**WHEREAS**, CFTOD owns and operates a surface stormwater control system facility (“**CFTOD Facility**”) which is, or will be capable of receiving a limited amount of stormwater runoff from the Property; and

**WHEREAS**, the parties hereto wish to amend the Original Drainage Fee Agreement in order to, among other things, set forth the rights and obligations of CFTOD and Orange County with respect to the Expanded Orange Facility and the discharge of stormwater from the Expanded Property (via the Expanded Orange Facility) into the CFTOD Facility.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and conditions herein contained, the Original Drainage Fee Agreement is hereby amended and restated, in its entirety, by this Agreement and the parties hereto agree as follows:

1. **RECITALS.** The above recitals are true and correct and form a material part of this Agreement.

2. **DRAINAGE FEE.** Pursuant to the Original Drainage Fee Agreement, Orange County paid CFTOD a fee of Ninety-Seven Thousand Nine Hundred Fifty-Five and 00/100 Dollars (\$97,955.00) as consideration for the use of the CFTOD Facility by Orange County for the discharge of stormwater from the Orange County Property (and other property owned by Orange County) as approved by CFTOD and the South Florida Water Management District ("SFWMD"). Due to the increased discharge of stormwater from the Additional Property, COUNTY shall pay, or cause to be paid, to CFTOD the sum of One Hundred Fourteen Thousand Nine Hundred Twelve and 81/100 Dollars (\$114,912.81) (the "Additional Drainage Fee") at the time of execution of this Agreement. Payment of the Additional Drainage Fee is consideration for the use of the CFTOD Facility for the additional discharge of stormwater from the Additional Property through the Expanded Orange Facility, as approved by CFTOD and the SFWMD.

3. **TERM.** This Agreement shall commence on the date this Agreement is fully executed and expire on the date that the discharge of surface water into the CFTOD Facility from Expanded Orange County shall cease, unless sooner terminated as provided herein.

4. **STORMWATER VOLUME.**

a. Permitted Discharge. Orange County may discharge, and CFTOD agrees to receive, surface water from the Expanded Property through the Expanded Orange Facility at a rate of no greater than 89.98 cubic feet per second ("CFS") for the 50-year/3-day storm event (the "**Calculated Discharge**") as shown in the Construction Documents for the Expanded Properties. All discharge shall be made in the manner, and only at the location(s), as shown in the Construction Documents. The Calculated Discharge is allocated to the Additional Property as follows: (i) 44.04 CFS for the 50-year/3-day storm event from the Waterleigh Property; as shown in the applicable Construction Documents for the Additional Property.

b. Modifications. All requests for modifications to the Development Plan and/or Construction Documents shall be accompanied by updated development plans and updated construction plans and updated calculations for stormwater discharge from the Property. CFTOD shall have no obligation to approve a modification of the Construction Documents if, as a result of such change, the Calculated Discharge is increased or the point of discharge into the CFTOD Facility is relocated.

c. Adjustments to Drainage Fees: Excess Discharge. If any modification to the Development Plan or Construction Documents indicates an increase in the Calculated Discharge, CFTOD may require Orange County to further modify the Construction Documents and/or Development Plan. If CFTOD agrees to accept a modification to the Development Plan or Construction Documents that indicates an increase in the Calculated Discharge, the drainage fees hereunder payable by Orange County to CFTOD shall be adjusted to reflect the revised discharge.

In the event that modifications increase the impact upon CFTOD's water system, Orange County shall be subject to the provisions of Paragraph 11 hereof.

**5. COMPLIANCE WITH LAWS.**

a. Compliance. Orange County shall comply with and insure that the quality of all stormwater discharge from the Property to the CFTOD Facility shall meet or exceed the standards of Chapter 62 of the Florida Administrative code and Water Quality Act of 1987 as such Code and Act are modified and amended from time to time. Orange County shall conduct any wastewater treatment on the Property pursuant to a valid permit from the County Health Department, and any other applicable agencies, and shall maintain such treatment facilities in strict compliance with the rules and regulations of all applicable agencies. In addition to the foregoing, Orange County shall comply with all present and future local, municipal, county, state and federal water quality, waste water, environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives, as well as decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing, and Orange County shall obtain, maintain and comply with all applicable permits in connection with Orange County's use of the Property and the CFTOD Facility (collectively, "laws"). Orange County shall promptly deliver to CFTOD true and accurate copies of all applicable permits and shall, upon issuance of same, pay all costs and expenses incurred with respect to compliance with this Paragraph 5.

b. Notification. Orange County shall notify CFTOD within five (5) business days in writing of any condition which may (i) result in noncompliance with any Law; or (2) may require additional permits; or (2i) may conflict with any permits previously issued to Orange County. If a condition arises which will or has led to noncompliance with any Law or an issued permit, said notification to CFTOD shall also include the planned course of action to remedy the situation; said plan shall be subject to CFTOD's approval and to be implemented at Orange County's sole cost and expense. This requirement shall exist throughout the development of the Property and the term of this Agreement.

c. Testing and Monitoring. From time to time, to the extent CFTOD is required to monitor and submit water quality test results to any applicable governmental agency (for any water quality parameters), Orange County shall be required, at its expense and at CFTOD's option, to test within the Expanded Orange Facility for said parameters at the same times and on the same frequency as required of CFTOD in writing by that governing agency. Additionally, CFTOD shall have the right (at any time and from time to time) to come upon any portion of the Property to obtain water samples for purposes of water quality testing. Such reports must show the quality of stormwater being discharged from the Property meets or exceeds the water quality Laws.

d. Monitoring Reports. Should Orange County provide any governmental agency(ies) with data regarding the quality of stormwater being discharge from the Property, Orange County shall, within 15 calendar days, provide CFTOD with true and accurate copies of such reports.

e. **Violations.** If CFTOD determines any violation of any water quality Law is an imminent threat to health, safety, or the environment, CFTOD shall provide written notice to Orange County as soon as possible following the detection of such occurrence. CFTOD shall have the right, at its sole option, to take whatever actions CFTOD deems reasonably necessary to prevent further stormwater discharge not meeting such water quality Laws from entering the CFTOD Facility including, but not limited to, the right to enter upon the Property to implement appropriate containment and/or corrective measures.

CFTOD shall be reimbursed by Orange County upon demand, all sums expended by CFTOD in order to remedy the discharge of stormwater from the Property not meeting such water quality Law(s) and any other damages which CFTOD may have sustained as a result of the discharge of said waters into the CFTOD Facility.

f. **Waste Load Allocations.** If future Laws impose upon CFTOD waste load limitations on the quantity of pollutants and other constituent elements of stormwater that may be discharged from the CFTOD Facility ("Waste Load Limitations"), CFTOD may impose Waste Load Limitations on the stormwater discharged by Orange County and Orange County agrees to abide by such limitations or cease discharge into the CFTOD Facility.

6. **SUPERIOR REQUIREMENT.** Notwithstanding anything contained in this Agreement to the contrary, all the provision of this Agreement are subject to any additional or more stringent requirements imposed by any applicable federal, state, or local governmental entity or authority. If CFTOD is required to perform any additional testing, monitoring, maintenance of other activities in the CFTOD Facility and such requirements are also applicable to the Orange Facility, or if the failure to perform certain activities or functions with respect to the Orange Facility by Orange County could adversely affect the CFTOD Facility or cause the CFTOD Facility to be in violation of any applicable Law, then Orange County shall satisfy all reasonable requirements imposed by CFTOD to assure the compliance of the Orange Facility to these requirements imposed by any applicable federal, state or local governmental entity or authority.

7. **CONSTRUCTION PLANS.** Notwithstanding anything contained hereinabove to the contrary, Orange County shall not be permitted to discharge into the CFTOD Facility except from activities on the Property contained in the Development Plan, consistent with the Construction Documents and that have received all applicable permits and approvals in accordance with all Laws and the requirements of all applicable agencies including CFTOD, as the same may be amended from time to time. Prior to the commencement of any construction, Orange County shall provide CFTOD plans for construction submitted to SFWMD for the Property. CFTOD shall approve plans (i) prepared in accordance with the then applicable CFTOD requirements and (ii) consistent with the Construction Documents and (iii) consistent with the Calculated Discharge.

8. **BREACH.** If Orange County breaches any provision in this Agreement and fails to cure any such breach within ten (10) calendar days after written notice thereof or fails to commence remedial action within such period if cure is not possible within such period, and/or thereafter fails to proceed diligently to complete curing same, in addition to any other right or remedy available to CFTOD at law or in equity, CFTOD shall have the right but not the obligation at its option to: (i) cure any such breach and Orange County agree to reimburse CFTOD for the cost thereof upon demand; or (ii) dam or otherwise bar all surface water discharge from the



Property at Orange County's sole cost and expense until the violation is cured; or (iii) immediately terminate this Agreement wherein all obligations contained herein shall be null and void except for Paragraph 9 hereof which shall survive the expiration or earlier termination hereof.

9. **INDEMNIFICATION.** Notwithstanding anything contained in this Agreement, it is specifically understood and agreed that by acceptance and execution of this Agreement, Orange County, for and on behalf of itself and all successors, representatives, invitees, and assigns, assumes sole and entire responsibility for any and all loss of life, injury to person or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the condition of the Property and due to the condition of the CFTOD Facility as a result of such parties' use of the CFTOD Facility as of the date hereof or any other activities or use of the Property and CFTOD Facility, by Orange County, its successors, representatives, invitees, assigns and all of their officers, directors, employees, representatives and agents. Further, Orange County, for itself, successors, representatives, invitees, assigns, and for those claiming by through or under any of them, shall exonerate, hold free, clear and harmless, protect, indemnify, and hereby releases CFTOD and its Board of Supervisors, officers, directors, agents, employees, representatives, successors and assigns, (collectively, the "**Indemnitee's**") from and against any and all claims or demands, losses, suits or actions, judgments, liens, damages, penalties, fines, interests, costs, and expenses (including, without limitation, reasonable attorney's fees and litigation costs) incurred by the Indemnitee's from all such claims and demands, whether valid or not, made by any party against CFTOD or any of the Indemnitee's because of, in connection with, or in any way related to, Orange County's use of or activities on the Property of the CFTOD Facility for injuries to persons (including, without limitation, loss of life); and for damage, destruction, or theft of property which is directly or indirectly due to the activity, work, or act committed, permitted or suffered by Orange County, or caused in whole or in part by Orange County's negligence or its failure to perform any obligations imposed hereunder, in or about the Property and the CFTOD Facility; or use of faulty material or workmanship; or for any act or omission of Orange County, its successors, invitees and assigns and any of their officers, directors, employees, representatives, and agents whether sustained by Orange County or CFOD, or by other persons or entities lawfully on the Property or CFTOD's adjacent property where its Facilities are located, which seek or may seek to hold CFTOD liable; or liens by third parties; or Orange County's failure to abide by any applicable Laws as exist at present or which may be enacted subsequent to the date of this Agreement. The forgoing indemnity provision shall survive the expiration or sooner termination of this Agreement.

10. **INSURANCE.**

10.1 **Insurance.** Orange County shall maintain throughout the term:

10.1.1 Commercial General Liability Insurance (including contractual coverage) written on an occurrence form basis with minimum limits of One Million and No/100 Dollars (\$1,000,000) in the annual aggregate protecting it and CFTOD from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the Agreement hereunder or from or out of any negligent act or omission of Orange County, its respective officers, directors, agents, or employees. Such coverage under this subsection shall include, without limitation, premises/operations, broad form contractual, products/completed operations, independent contractors, broad form property damage and

personal injury. The Commercial General Liability coverage required hereunder shall not include any exclusion or restriction pertaining to electromagnetic fields.

10.1.2 Excess (or umbrella) insurance written on an occurrence basis and providing coverage for a limit of Twenty Million and No/100 Dollars (\$20,000,000) in the annual aggregate in excess of the insurance required in subsections 10.1.1 hereof.

## **10.2 Policy Requirement.**

All such insurance in this Article 10 shall be with companies and on forms acceptable to CFTOD and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to CFTOD. All insurance shall be primary and not contributory. All insurance shall be written by companies with a BEST Guide rating of B+ V2 or better. Accord certificates of insurance (or copies of policies, if required by CFTOD) shall be furnished to CFTOD naming CFTOD and its Board of Supervisors, officers, directors, agents, employees, representatives, successors and assigns as additional insured and contain a waiver of subrogation. (The additional insured hereunder does not apply to Workers' Compensation).

**11. MAINTENANCE AND MODIFICATION OF THE GRANTEE FACILITY.** Orange County covenants and agrees to exercise reasonable efforts to maintain the Orange Facility in good and substantial order and condition and as otherwise required by applicable Law. Any modifications to the Orange Facility that may impact the Calculated Discharge must be submitted and approved by CFTOD and SFWMD prior to initiation of construction. Should the modifications increase the impact upon CFTOD's water system, CFTOD may choose, in its sole discretion, to deny the admission of additional surface waters or assess additional charges to be paid by Orange County.

**12. CERTIFICATE OF COMPLETION; AS-BUILT PLANS.** Within ten (10) days prior to the earlier of (i) occupancy of any improvements on the Property, or (2) the Property being subjected to beneficial use, Orange County shall provide to CFTOD (and to SFWMD if required to do so by SFWMD) a Certificate of Completion for all drainage facilities constructed on the Property. Said Certificate of Completion shall be signed and sealed by a professional engineer licensed to practice in the State of Florida and shall include a set of "As-Built Plans" of the completed drainage facilities, as required by SFWMD in Chapters 40E-4.381 (1)(f) F. A. C. and 40E-40.381 (1) F. A. C. The As-Built Plans shall verify that the Orange Facility was completed in substantial compliance with the Construction Documents.

**13. NOTICE.** All notices and approvals required or permitted under this Agreement to be served, given or delivered upon either party shall be in writing and shall be sent by registered mail, return receipt requested, or by a national overnight receipted delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; or (ii) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; or (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same).

All notices and requests for approval or consent shall be addressed as herein below set forth, or to such other address and/or persons as CFTOD or Orange County shall hereafter give notice to the other in writing:

If to CFTOD:

Central Florida Tourism Oversight District  
District Administration  
Post Office Box 690519  
Orlando, FL 32869

With copies to:

Central Florida Tourism Oversight District  
Attention: Manager, Planning & Engineering  
Post Office Box 690519  
Orlando, FL 32869

A. Kurt Ardaman, Esq.  
Fishback Dominick, LLP  
1947 Lee Road  
Winter Park, Florida 32789

If to Orange:

Orange County Administrator  
201 South Rosalind Avenue  
PO Box 1393  
Orlando, FL 32802-1393

With a copy to:

Orange County Public Works Department  
Attn: Director  
4200 South John Young Parkway  
Orlando, FL 32839

14. **ASSIGNS.** Orange County shall not assign this Agreement without the prior written consent of CFTOD, which consent may be withheld in CFTOD's sole discretion.

15. **NON-WAIVER.** Forbearance of CFTOD to insist upon performance of any provision of this Agreement at any time or under any circumstances shall not constitute a waiver of that provision or any other provision of this Agreement.

16. **BINDING OBLIGATIONS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns and shall be appurtenant to, constitute an encumbrance upon the Property, and run with the land in perpetuity.

17. **CONFLICT OF LAWS.** This Agreement shall be construed and enforced in accordance with the Laws of the State of Florida.

18. **WAIVER OF JURY TRIAL; 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 submitted for trial without jury 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 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 regarding any such matter.

19. **RECORDATION.** This Agreement may be recorded in the appropriate public records.

20. **NO WARRANTY; ENTIRE AGREEMENT.** CFTOD has made no representations, statements, warranties or agreements to Orange County in connection with this Agreement. This Agreement embodies the entire understanding of the parties hereto and supersedes all prior discussion and agreements between Orange County and CFTOD, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed and delivered the day and year first above written.

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Project: County Road 545, Segments 3 & 4  
(Waterleigh Phase I & II)

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: FORM NOT FOR SIGNATURE  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Printed Name: \_\_\_\_\_

***SIGNATURES CONTINUE ON FOLLOWING PAGE***



Signed, sealed and delivered

**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**, a public  
corporation and public body corporate and  
politic of the State of Florida

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_

Stephanie Kopelousos  
District Administrator

STATE OF FLORIDA       )  
                                      ) SS.  
COUNTY OF ORANGE    )

The foregoing Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Stephanie Kopelousos, as District Administrator of CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is ☐ personally known to me, or who has ☐ presented \_\_\_\_\_ as identification.

(Set forth type of identification presented, if applicable. If left blank, then personally known to me.)

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)



**EXHIBIT "A"**  
**COUNTY PROPERTY**

A PARCEL OF LAND LOCATED IN SECTIONS 5, 8 AND 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, NORTH 89° 57' 01" EAST, 732.92 FEET; THENCE LEAVING SAID SOUTH LINE, RUN NORTH 00° 02' 59" WEST, 663.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF COUNTY ROAD 545 (AVALON ROAD), AS SHOWN ON THE RIGHT OF WAY IDENTIFICATION MAP PRODUCED BY DONALD W. MCINTOSH, ASSOCIATES, INC., PROJECT NUMBER 12167.001, DATED 12/22/2014, SAID POINT BEING THE POINT OF BEGINNING AND BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2897.79 FEET, A CENTRAL ANGLE OF 01° 20' 00" AND A CHORD OF 67.43 FEET THAT BEARS NORTH 06° 36' 15" WEST; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY AND ARC OF SAID CURVE A DISTANCE OF 67.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3060.00 FEET AND A CENTRAL ANGLE OF 26° 09' 37"; THENCE LEAVING SAID WESTERLY RIGHT OF WAY RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 1397.15 FEET TO THE POINT OF TANGENCY; THENCE RUN, NORTH 20° 13' 22" EAST, 60.89 FEET; THENCE RUN, NORTH 20° 13' 22" EAST, 700.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2940.00 FEET AND A CENTRAL ANGLE OF 01° 21' 50"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.98 FEET; THENCE RUN, NORTH 34° 51' 37" WEST, 102.30 FEET; THENCE RUN, NORTH 35° 51' 51" WEST, 198.26 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 79.97 FEET, A CENTRAL ANGLE OF 71° 39' 29" AND A CHORD OF 93.62 FEET THAT BEARS NORTH 00° 17' 58" EAST; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.01 FEET; THENCE RUN, NORTH 42° 45' 23" EAST, 141.56 FEET; THENCE RUN, NORTH 65° 11' 05" EAST, 55.89 FEET; THENCE RUN, NORTH 74° 48' 02" EAST, 70.64 FEET; THENCE RUN, SOUTH 88° 40' 23" EAST, 65.28 FEET; THENCE RUN, NORTH 45° 30' 29" EAST, 23.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2940.00 FEET, A CENTRAL ANGLE OF 09° 18' 45" AND A CHORD OF 477.32 FEET THAT BEARS NORTH 04° 10' 12" EAST; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 477.85 FEET TO THE POINT OF TANGENCY; THENCE RUN, NORTH 00° 29' 10" WEST, 102.23 FEET; THENCE RUN, NORTH 00° 29' 10" WEST, 45.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 10060.00 FEET AND A CENTRAL ANGLE OF 04° 12' 41"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 739.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 9940.00 FEET AND A CENTRAL ANGLE OF 04° 12' 41"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 730.60 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY; THENCE RUN ALONG SAID

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WESTERLY RIGHT OF WAY THE FOLLOWING FOUR COURSES, NORTH 00° 29' 10" WEST, 1976.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3307.36 FEET, A CENTRAL ANGLE OF 05° 37' 28" AND A CHORD OF 324.53 FEET THAT BEARS NORTH 02° 22' 48" EAST; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 324.66 FEET; THENCE RUN, NORTH 05° 08' 43" EAST, 732.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2930.66 FEET AND A CENTRAL ANGLE OF 01° 13' 10"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 62.37 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2380.00 FEET AND A CENTRAL ANGLE OF 14° 51' 42"; THENCE LEAVING SAID WESTERLY RIGHT OF WAY RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 617.34 FEET; THENCE RUN, NORTH 76° 40' 11" EAST, 120.13 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2500.00 FEET, A CENTRAL ANGLE OF 16° 12' 16" AND A CHORD OF 704.69 FEET THAT BEARS SOUTH 02° 57' 25" EAST; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 707.05 FEET TO THE POINT OF TANGENCY; THENCE RUN, SOUTH 05° 08' 43" WEST, 520.74 FEET; THENCE RUN, SOUTH 04° 38' 03" WEST, 49.49 FEET; THENCE RUN, SOUTH 66° 17' 29" EAST, 25.34 FEET; THENCE RUN, SOUTH 00° 51' 13" WEST, 107.08 FEET; THENCE RUN SOUTH 68° 07' 59" WEST, 33.08 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD 545 (AVALON ROAD); THENCE RUN THE FOLLOWING THREE COURSES ALONG SAID EASTERLY RIGHT OF WAY, SOUTH 05° 08' 43" WEST, 43.60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3184.04 FEET, A CENTRAL ANGLE OF 05° 37' 25" AND A CHORD OF 312.39 FEET THAT BEARS SOUTH 02° 22' 50" WEST; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 312.51 FEET; THENCE RUN, SOUTH 89° 31' 15" WEST, 3.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3185.00 FEET, A CENTRAL ANGLE OF 00° 03' 12" AND A CHORD OF 2.96 THAT BEARS SOUTH 00° 27' 34" EAST; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 2.96 FEET TO THE POINT OF TANGENCY; THENCE RUN, SOUTH 00° 29' 10" EAST, 747.01 FEET; THENCE RUN, NORTH 89° 25' 38" EAST, 370.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90° 05' 17" AND A CHORD OF 14.15 FEET THAT BEARS SOUTH 45° 31' 46" EAST; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.72 FEET; THENCE RUN, SOUTH 00° 29' 10" EAST, 205.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 89° 54' 43" AND A CHORD OF 14.13 FEET THAT BEARS SOUTH 44° 28' 14" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.69 FEET; THENCE RUN, SOUTH 89° 25' 38" WEST, 371.02 FEET; THENCE RUN, SOUTH 00° 29' 10" EAST, 1001.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 10060.00 FEET AND A CENTRAL ANGLE OF 00° 39' 19"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 115.08 FEET; THENCE RUN, SOUTH 44° 55' 05" EAST, 49.34 FEET; THENCE RUN, NORTH 89° 53' 42" EAST, 323.45 FEET; THENCE RUN, SOUTH 00° 06' 18" EAST, 99.92 FEET; THENCE RUN, SOUTH 89° 53' 42" WEST, 324.77 FEET; THENCE RUN, SOUTH 45° 27' 58" WEST, 49.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF

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10060.00 FEET, A CENTRAL ANGLE OF 02° 35' 17" AND A CHORD OF 454.38 THAT BEARS SOUTH 02° 25' 52" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 454.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 9940.00 FEET AND A CENTRAL ANGLE OF 04° 12' 41"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 730.60 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY AND THE POINT OF TANGENCY; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT OF WAY, SOUTH 00° 29' 10" EAST, 187.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3063.78 FEET, A CENTRAL ANGLE OF 19° 58' 09" AND A CHORD OF 1062.41 FEET THAT BEARS SOUTH 10° 15' 57" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 1067.80 FEET; THENCE RUN, SOUTH 20° 13' 22" WEST, 137.80 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY RUN, SOUTH 20° 13' 22" WEST, 622.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2940.00 FEET AND A CENTRAL ANGLE OF 26° 09' 37"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 1342.36 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2777.79 FEET AND A CENTRAL ANGLE OF 01° 20' 00"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 64.64 FEET; THENCE RUN, SOUTH 82° 43' 45" WEST, 120.00 FEET TO THE POINT OF BEGINNING.

**SAID PARCEL CONTAINS 28.653 ACRES, MORE OR LESS.**

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**EXHIBIT "B"**  
**ADDITIONAL PROPERTY**

A TRACT OF LAND LYING IN SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST, INCLUDING A PORTION OF LOT 1 WATERLEIGH PARCELS 10 AND 11, PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 97, PAGES 145 AND 146 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT LIES ON THE NORTH RIGHT-OF-WAY LINE OF HARTZOG ROAD (FORMERLY KNOWN AS FLAMINGO CROSSINGS BOULEVARD), AS RECORDED IN OFFICIAL RECORDS BOOK 9056, PAGE 1496, DEED BOOK 443, PAGES 310-312 AND DEED BOOK 1020, PAGE 471 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: SOUTH 89°53'49" WEST, 68.21 FEET; SOUTH 00°06'11" EAST, 11.00 FEET; SOUTH 89°53'49" WEST, 537.04 FEET; NORTH 44°55'05" WEST, 50.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 545, AVALON ROAD, ACCORDING TO DOCUMENT NO. 20180740572 OF SAID PUBLIC RECORDS; THENCE RUN NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 10060.00 FEET, A CENTRAL ANGLE OF 00°41'28", AN ARC LENGTH OF 121.34 FEET, A CHORD LENGTH OF 121.34 FEET AND A CHORD BEARING OF NORTH 00°08'26" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°29'10" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 865.03 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 45°06'18" EAST, 45.64 FEET; THENCE RUN NORTH 89°53'42" EAST, 360.76 FEET; THENCE RUN SOUTH 00°06'18" EAST, 95.54 FEET; THENCE RUN NORTH 89°45'26" EAST, 515.02 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 1; THENCE RUN SOUTH 00°06'18" EAST, ALONG SAID WEST LINE, 285.59 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 90°00'00" WEST, 127.12 FEET; THENCE RUN SOUTH 00°00'00" EAST, 148.85 FEET; THENCE RUN SOUTH 07°04'54" EAST, 33.22 FEET; THENCE RUN SOUTH 00°05'32" EAST, 168.16 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 26°33'25", AN ARC LENGTH OF 9.27 FEET, A CHORD LENGTH OF 9.19 FEET AND A CHORD BEARING OF SOUTH 13°23'00" EAST TO THE CUSP OF A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 109.51 FEET, A CENTRAL ANGLE OF 40°59'32" AN ARC LENGTH OF 78.35 FEET, A CHORD LENGTH OF 76.69 FEET AND A CHORD BEARING OF SOUTH 87°16'18" WEST TO A POINT ON SAID WEST LINE OF LOT 1; THENCE RUN SOUTH 47°48'25" WEST, ALONG SAID WEST LINE; 44.67 FEET; THENCE RUN SOUTH 00°06'18" EAST, ALONG SAID WEST LINE, 33.52 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 47°37'58" EAST, 42.24 FEET TO A POINT ON THE NORTHERLY EXTENSION OF SAID WEST LINE OF LOT 1; THENCE RUN SOUTH 00°06'18" EAST, ALONG SAID NORTHERLY EXTENSION OF LOT 1, THE WEST LINE OF SAID LOT 1 AND THE SOUTHERLY EXTENSION OF SAID LOT 1, A DISTANCE OF 144.60 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE OF HARTZOG ROAD; THENCE RUN SOUTH

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89°53'49" WEST, ALONG SAID SOUTH LINE OF LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE, 61.74 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 17.16 ACRES MORE OR LESS.

TOGETHER WITH

A TRACT OF LAND LYING IN SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST, INCLUDING A PORTION OF LOT 1, WATERLEIGH PARCELS 10 AND 11 PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 97, PAGES 145 AND 146 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, BEING A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE RUN NORTH 89°51'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8 AND THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 56.70 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 429, ACCORDING TO OFFICIAL RECORDS BOOK 6395, PAGE 5891 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE EAST LINE OF SAID LOT 1 AND SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING COURSES: SOUTH 23°38'23" EAST, 228.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 2952.00 FEET, A CENTRAL ANGLE OF 12°02'33", AN ARC LENGTH OF 620.46 FEET, A CHORD LENGTH OF 619.32 FEET AND A CHORD BEARING OF SOUTH 29°39'39" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 35°40'56" EAST, 345.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2750.00 FEET, A CENTRAL ANGLE OF 02°34'12", AN ARC LENGTH OF 123.35 FEET, A CHORD LENGTH OF 123.34 FEET AND A CHORD BEARING OF SOUTH 34°23'50" EAST TO THE NORTH RIGHT-OF-WAY LINE OF HARTZOG ROAD, FORMERLY KNOWN AS FLAMINGO CROSSINGS BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 9056, PAGE 1496 AND OFFICIAL RECORDS BOOK 6395, PAGE 5891 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 24°09'30" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE AND SAID EAST LINE, NON-RADIAL TO SAID CURVE, 159.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: SOUTH 89°53'49" WEST, 956.88 FEET; THENCE RUN NORTH 00°06'11" WEST, 11.00 FEET; THENCE RUN SOUTH 89°53'49" WEST, 170.05 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1; THENCE RUN NORTH 00°06'18" WEST, ALONG SAID SOUTHERLY EXTENSION OF SAID WEST LINE, THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF, 144.60 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 47°37'58" WEST, 42.24

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FEET TO A POINT LYING ON SAID WEST LINE OF LOT 1; THENCE RUN NORTH 00°06'18" WEST, ALONG SAID WEST LINE, 33.52 FEET; THENCE RUN NORTH 47°48'25" EAST, ALONG SAID WEST LINE, 44.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE DEPARTING SAID WEST LINE, RUN EASTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 109.51 FEET, A CENTRAL ANGLE OF 40°59'32", AN ARC LENGTH OF 78.35 FEET, A CHORD LENGTH OF 76.69 FEET AND A CHORD BEARING OF NORTH 87°16'18" EAST TO THE CUSP OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 26°33'25", AN ARC LENGTH OF 9.27 FEET, A CHORD LENGTH OF 9.19 FEET AND A CHORD BEARING OF NORTH 13°23'00" WEST; THENCE RUN NORTH 00°05'32" WEST, NON-TANGENT TO SAID CURVE, 168.16 FEET; THENCE RUN NORTH 07°04'54" WEST, 33.22 FEET; THENCE RUN NORTH 00°00'00" WEST, 148.85 FEET; THENCE RUN NORTH 90°00'00" EAST, 127.12 FEET TO A POINT LYING ON SAID WEST LINE OF SAID LOT 1; THENCE RUN NORTH 00°06'18" WEST, ALONG SAID WEST LINE, 665.61 FEET TO THE NORTHWEST CORNER LINE OF SAID LOT 1, ALSO BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE RUN NORTH 89°45'26" EAST, ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 268.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 21.60 ACRES MORE OR LESS.

TOGETHER WITH

A TRACT OF LAND LYING IN SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF WATERLEIGH PARCELS 10 AND 11, PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 97, PAGES 145 AND 146 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A POINT OF REFERENCE, SAID POINT LIES ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE RUN SOUTH 89°45'26" WEST, ALONG SAID NORTH LINE, 515.02 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°06'18" EAST, 280.07 FEET; THENCE RUN SOUTH 89°45'26" WEST, 360.79 FEET; THENCE RUN NORTH 45°06'18" WEST, 45.63 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 545 (AVALON ROAD), ACCORDING TO DOCUMENT NUMBER 20180740572 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°29'10" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 133.28 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 89°45'26" EAST, 370.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°14'36", AN ARC LENGTH OF 15.75 FEET, A CHORD LENGTH OF 14.17 FEET AND A CHORD BEARING OF NORTH 44°38'08" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°29'10" WEST, 104.40 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8;

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Project: County Road 545, Segments 3 & 4  
(Waterleigh Phase I & II)

THENCE RUN NORTH 89°45'26" EAST, ALONG SAID NORTH LINE, 13.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 1.52 ACRES MORE OR LESS

TOGETHER WITH

A TRACT OF LAND LYING IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 24, RANGE 27, ORANGE COUNTY, FLORIDA, DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 24, RANGE 27, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°45'26" WEST ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8, FOR A DISTANCE OF 268.41 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°06'18" EAST FOR A DISTANCE OF 380.01 FEET; THENCE RUN SOUTH 89°45'26" WEST FOR A DISTANCE OF 515.02 FEET; THENCE RUN NORTH 00°06'18" WEST FOR A DISTANCE OF 380.01 FEET TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8; THENCE RUN NORTH 89°45'26" EAST, ALONG SAID NORTH LINE FOR A DISTANCE OF 515.02 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4.49 ACRES, MORE OR LESS

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**EXHIBIT "C"**

## DRAINAGE EASEMENT AREA

That part of Section 8, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 8; thence S89°49'50"W along the North line of the Northeast ¼ of said Section 8, a distance of 2650.26 feet to the Northeast corner of the Northwest ¼ of said Section 8; thence departing said North line, run S00°25'38"W along the East line of said Northwest ¼, a distance of 1326.01 feet to the Southeast corner of the North ½ of the Northwest ¼ of said Section 8; thence departing said East line, run S89°25'38"W along the South line of said North ½ of the Northwest ¼, a distance of 796.05 feet to the POINT OF BEGINNING; thence continue along said South line S89°25'38"W, a distance of 381.00 feet to a point on a line 54.00 feet East of and parallel with the East right-of-way line of Avalon Road (County Road No. 545) per Orange County Bond Project No. 7A and Florida Department of Transportation Right-of-Way Map of State Road 545 Section 75110; thence departing said South line, run along said parallel line N00°29'10"W, a distance of 110.56 feet; thence departing said parallel line, run N89°25'38"E, 370.99 feet to the point of curvature of a curve concave Southwesterly having a radius of 10.00 feet and a chord bearing of S45°31'46"E; thence Southeasterly along the arc of said curve through a central angle of 90°05'12" for a distance of 15.72 feet to the point of tangency; thence S00°29'10"E, a distance of 100.54 feet to the POINT OF BEGINNING.

Together with

A portion of land being in the northwest quarter of Section 8, Township 24 South, Range 27 East, Orange County, Florida and being more particularly described as follows:

Commence at the West quarter corner of said Section 8; thence run along the South line of the northwest quarter of said Section 8, North 89°53'47" East, 1370.21 feet to the existing westerly right of way line of County Road 545 (Avalon Road), as shown on the Right of Way Identification Map produced by Donald W. McIntosh, Associates, Inc., Project Number 12167.001, dated 12/22/2014; thence leaving said South line run along said westerly right of way line, North 00°29'10" West, 1201.10 feet; thence leaving said westerly right of way line, run North 89°30'50" East, 120.00 feet to the POINT OF BEGINNING; thence run, North 00°29'10" West, 114.44 feet to the North line of the South half of the northwest quarter of said Section 8; thence run along said North line, North 89°25'38" East, 381.00 feet; thence leaving said North line run, South 00°29'10" East, 104.46 feet to the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of 89°54'48"; thence along the arc of said curve a distance of 15.69 feet to the point of tangency; thence South 89°25'38" West, 371.02 feet to the POINT OF BEGINNING.

Together with



A tract of land lying in Section 8, Township 24 South, Range 27 East, described as follows:

Commence at the Northwest corner of Waterleigh Parcels 10 and 11, Phase 1, according to the plat thereof as recorded in Plat Book 97, pages 145 and 146 of the Public Records of Orange County, Florida, for a point of reference, said point lies on the North line of the Southeast quarter of the Northwest quarter of said Section 8; thence run South  $89^{\circ}45'26''$  West, along said North line, 515.02 feet to the point of beginning; thence departing said North line run South  $00^{\circ}06'18''$  East, 284.47 feet to a point on the North line of the lands described in Document Number 20200101002 of said public records; thence run South  $89^{\circ}53'42''$  West, along said North line, 360.76 feet; thence run North  $45^{\circ}06'18''$  West, along said North line, 45.64 feet to a point on the East right-of-way line of County Road No. 545 (Avalon Road), according to Document Number 20180740572 of said public records; thence run North  $00^{\circ}29'10''$  West, along said East right-of-way line, 136.82 feet; thence departing said East right-of-way line, run North  $89^{\circ}45'26''$  East, 370.96 feet to the point of curvature of a curve concave Northwesterly; thence run Northeasterly along said curve, having a radius of 10.00 feet, a central angle of  $90^{\circ}14'36''$ , an arc length of 15.75 feet, a chord length of 14.17 feet and a chord bearing of North  $44^{\circ}38'08''$  East to the point of tangency; thence run North  $00^{\circ}29'10''$  West, 104.40 feet to said North line of the Southeast quarter of the Northwest quarter of Section 8; thence run North  $89^{\circ}45'26''$  East, along said North line, 13.70 feet to the point of beginning.

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**EXHIBIT "D"**  
**[FORM OF DRAINAGE EASEMENT]**

Prepared by and after recording return to:

This instrument prepared by  
and return to:

Jonathan P. Huels, Esq.  
Lowndes Law Firm  
215 N. Eola Drive  
Orlando, FL 32801  
Telephone: (407) 418-6483  
Facsimile: (407) 843-4444

Project: County Road 545, Segments 3 & 4  
Waterleigh Phase I & II  
Parcel I.D. Nos.: 08-24-27-0000-00-022  
08-24-27-0000-00-042  
08-24-27-0000-00-017

**DRAINAGE EASEMENT**

THIS GRANT OF EASEMENT, is made as of the date signed below, by and between ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose mailing address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and Halston Waterleigh Borrower, LLC, a Delaware limited liability company authorized to transact business in Florida, whose mailing address is 164 Market Street, Suite 202, Charleston, SC 29401, GRANTEE.

WITNESSETH, that the GRANTOR for and in consideration of the sum of \$1.00 and other valuable considerations, paid by the GRANTEE the receipt of which is hereby acknowledged and in accordance with and subject to the terms and obligations contained in that certain Drainage and Shared Use Pond Easement Agreement recorded contemporaneously in the Public Records of Orange County, Florida, does hereby give and grant to the GRANTEE and its assigns, a perpetual non-exclusive private easement for drainage purposes over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser's Parcel Identification Numbers:**

08-24-27-0000-00-022  
08-24-27-0000-00-042  
08-24-27-0000-00-017



TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTOR, its heirs, successors, and assigns agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage facility.



Project: County Road 545, Segments 3 & 4  
(Waterleigh Phase I & II)

**IN WITNESS WHEREOF**, the GRANTOR has caused this Agreement to be duly executed by its duly authorized representative on the date set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: FORM NOT FOR SIGNATURE

Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_, 2024

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

By: \_\_\_\_\_  
Deputy Clerk

Printed Name: \_\_\_\_\_





**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

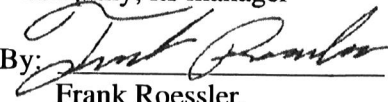
**GRANTEE**

**HALSTON WATERLEIGH  
BORROWER, LLC**, a Delaware limited  
liability company

By: Halston Waterleigh Joint Venture, LLC, a  
Delaware limited liability company, its  
sole-member

By: Halston Waterleigh Holdings, LLC,  
a Delaware limited liability company,  
its manager

By: Ashcroft Capital Managers, LLC,  
a Delaware limited liability  
company, its manager

By:   
Frank Roessler,  
Chief Executive Officer

Date: 12/24, 2024


STATE OF Texas  
COUNTY OF Harris

SWORN to and subscribed freely and voluntarily ☒ for the purposes therein expressed before  
me by physical presence ( ☐ ) or online notarization ( ☒ ) by Frank Roessler, as Chief Executive  
Officer of Ashcroft Capital Managers, LLC, a Delaware limited liability company, as the Manager  
for Halston Waterleigh Holdings, LLC, a Delaware limited liability company, as Manager of  
Halston Waterleigh Joint Venture, LLC, a Delaware limited liability company, as sole-member of  
Halston Waterleigh Borrower, LLC, a Delaware limited liability company, authorized to transact  
business in Florida. He (She) ☐ is personally known to me or ☒ has produced  
TX Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day  
of December, 2024.



Document Notarized using a Live Audio-Video Connection

  
NOTARY PUBLIC

Print Name: Lucia Jazmin Velazquez

My Commission Expires: March 23, 2026

**Project: County Road 1  
(Waterleight Farm)**

**WITNESSES:**

WITNESSES:

GRANTEE

**HALSTON WATERLEIGH  
BORROWER, LLC**, a Delaware limited  
liability company

By: Halston Waterleigh Joint Venture, LLC, a  
Delaware limited liability company, its  
sole-member

By: Halston Waterleigh Holdings, LLC,  
a Delaware limited liability company,  
its manager

By: Ashcroft Capital Managers, LLC,  
a Delaware limited liability  
company, its manager

By: Frank Roessler  
Frank Roessler,  
Chief Executive Officer

Date: 12/24, 2024

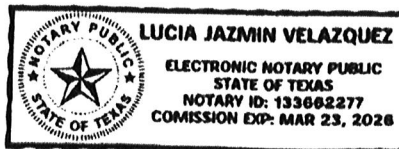
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Katerina Shchipakina  
Print Name: Katerina Shchipakina  
Address: 461 Fifth Ave, 16th Fl  
New York, NY 10017

STATE OF Texas  
COUNTY OF Harris

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before  
me by physical presence ( ) or online notarization ( ☒ ) by Frank Roessler, as Chief Executive  
Officer of Ashcroft Capital Managers, LLC, a Delaware limited liability company, as the Manager  
for Halston Waterleigh Holdings, LLC, a Delaware limited liability company, as Manager of  
Halston Waterleigh Joint Venture, LLC, a Delaware limited liability company, as sole-member of  
Halston Waterleigh Borrower, LLC, a Delaware limited liability company, authorized to transact  
business in Florida. He (She) ☐ is personally known to me or ☒ has produced  
TX Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day  
of December, 2024.



Document Notarized using a Live Audio-Video Connection

Lucia Jazmin Velazquez  
NOTARY PUBLIC

Print Name: Lucia Jazmin Velazquez

My Commission Expires: March 23, 2026



**EXHIBIT "A"**

**STORMWATER POND**

**Legal Description**

That part of Section 8, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 8; thence S89°49'50"W along the North line of the Northeast ¼ of said Section 8, a distance of 2650.26 feet to the Northeast corner of the Northwest ¼ of said Section 8; thence departing said North line, run S00°25'38"W along the East line of said Northwest ¼, a distance of 1326.01 feet to the Southeast corner of the North ½ of the Northwest ¼ of said Section 8; thence departing said East line, run S89°25'38"W along the South line of said North ½ of the Northwest ¼, a distance of 796.05 feet to the POINT OF BEGINNING; thence continue along said South line S89°25'38"W, a distance of 381.00 feet to a point on a line 54.00 feet East of and parallel with the East right-of-way line of Avalon Road (County Road No. 545) per Orange County Bond Project No. 7A and Florida Department of Transportation Right-of-Way Map of State Road 545 Section 75110; thence departing said South line, run along said parallel line N00°29'10"W, a distance of 110.56 feet; thence departing said parallel line, run N89°25'38"E, 370.99 feet to the point of curvature of a curve concave Southwesterly having a radius of 10.00 feet and a chord bearing of S45°31'46"E; thence Southeasterly along the arc of said curve through a central angle of 90°05'12" for a distance of 15.72 feet to the point of tangency; thence S00°29'10"E, a distance of 100.54 feet to the POINT OF BEGINNING.

Together with

A portion of land being in the northwest quarter of Section 8, Township 24 South, Range 27 East, Orange County, Florida and being more particularly described as follows:

Commence at the West quarter corner of said Section 8; thence run along the South line of the northwest quarter of said Section 8, North 89°53'47" East, 1370.21 feet to the existing westerly right of way line of County Road 545 (Avalon Road), as shown on the Right of Way Identification Map produced by Donald W. McIntosh, Associates, Inc., Project Number 12167.001, dated 12/22/2014; thence leaving said South line run along said westerly right of way line, North 00°29'10" West, 1201.10 feet; thence leaving said westerly right of way line, run North 89°30'50" East, 120.00 feet to the POINT OF BEGINNING; thence run, North 00°29'10" West, 114.44 feet to the North line of the South half of the northwest quarter of said Section 8; thence run along said North line, North 89°25'38" East, 381.00 feet; thence leaving said North line run, South 00°29'10" East, 104.46 feet to the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of 89°54'48"; thence along the arc of said curve a distance of 15.69 feet to the point of tangency; thence South 89°25'38" West, 371.02 feet to the POINT OF BEGINNING.

Together with

A tract of land lying in Section 8, Township 24 South, Range 27 East, described as follows:

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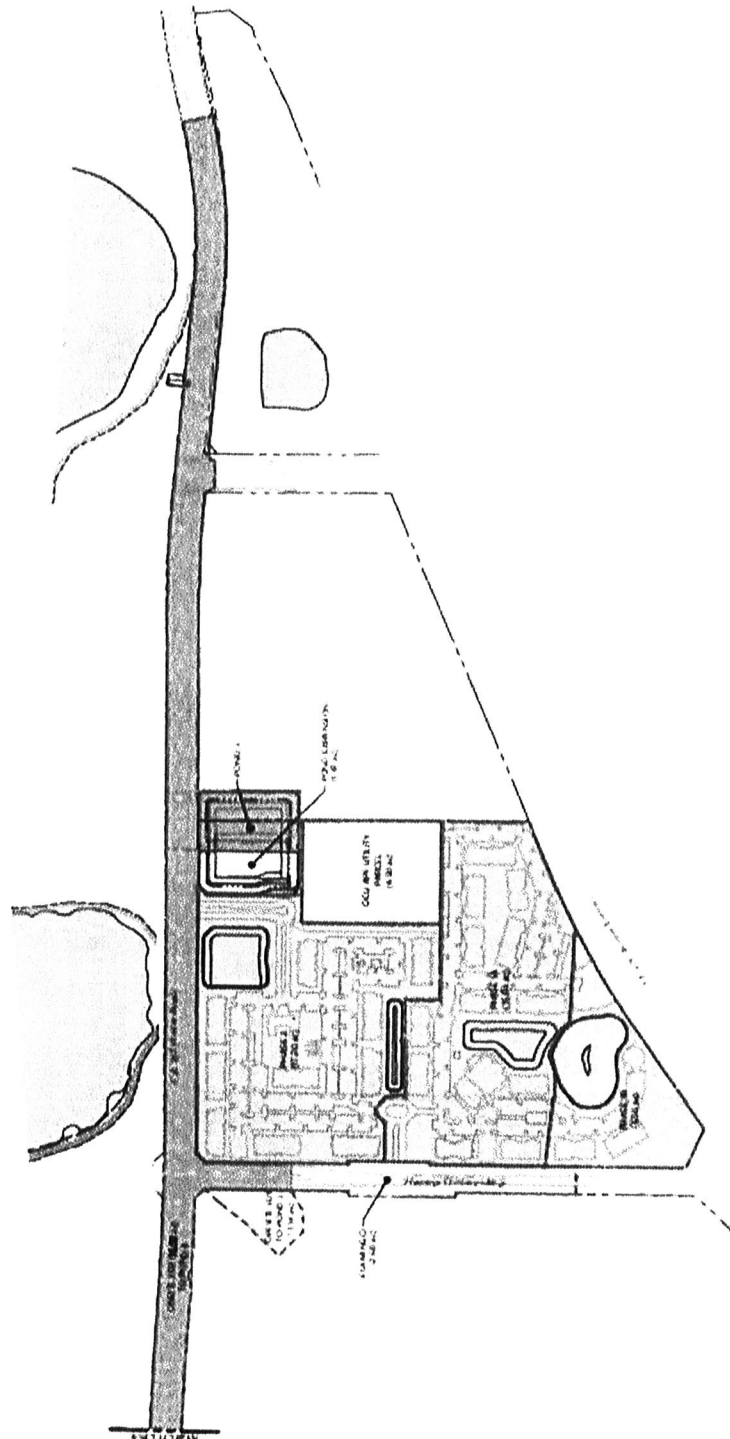
Commence at the Northwest corner of Waterleigh Parcels 10 and 11, Phase 1, according to the plat thereof as recorded in Plat Book 97, pages 145 and 146 of the Public Records of Orange County, Florida, for a point of reference, said point lies on the North line of the Southeast quarter of the Northwest quarter of said Section 8; thence run South  $89^{\circ}45'26''$  West, along said North line, 515.02 feet to the point of beginning; thence departing said North line run South  $00^{\circ}06'18''$  East, 284.47 feet to a point on the North line of the lands described in Document Number 20200101002 of said public records; thence run South  $89^{\circ}53'42''$  West, along said North line, 360.76 feet; thence run North  $45^{\circ}06'18''$  West, along said North line, 45.64 feet to a point on the East right-of-way line of County Road No. 545 (Avalon Road), according to Document Number 20180740572 of said public records; thence run North  $00^{\circ}29'10''$  West, along said East right-of-way line, 136.82 feet; thence departing said East right-of-way line, run North  $89^{\circ}45'26''$  East, 370.96 feet to the point of curvature of a curve concave Northwesterly; thence run Northeasterly along said curve, having a radius of 10.00 feet, a central angle of  $90^{\circ}14'36''$ , an arc length of 15.75 feet, a chord length of 14.17 feet and a chord bearing of North  $44^{\circ}38'08''$  East to the point of tangency; thence run North  $00^{\circ}29'10''$  West, 104.40 feet to said North line of the Southeast quarter of the Northwest quarter of Section 8; thence run North  $89^{\circ}45'26''$  East, along said North line, 13.70 feet to the point of beginning.

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## EXHIBIT "E"

### OTHER PROPERTIES SERVED BY STORMWATER POND



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## **JOINDER AND CONSENT OF MORTGAGEE**

The undersigned, as the owner and holder of that certain Consolidated, Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded as Instrument No. 20240490878 of the Public Records of Orange County, Florida, as subsequently assigned by that certain Assignment of Security Instrument recorded as Instrument No. 20240490879 of the Public Records of Orange County, Florida encumbering certain real property located in Orange County, Florida, more particularly described therein and by this reference made a part hereof, does hereby join in and consent to the Shared Use Pond Agreement attached hereto and made a part hereof and agrees to subordinate the lien of its mortgage to said Shared Use Pond Agreement.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned to be effective upon the Effective Date of the Shared Use Pond Agreement (as set forth therein).

***SIGNATURE ON FOLLOWING PAGE***

**WITNESSES:**

Christopher Hauck  
Print Name: CHRISTOPHER HAUCK  
Address: 8 SPRINGHOUSE INNOVATION PARK  
LOWER GWYNEDD, PA 19002

Amy Gallagher  
Print Name: Amy Gallagher  
Address: 8 Springhouse Innovation Park  
Lower Gwynedd, PA 19002

**MORTGAGE HOLDER:**

**FANNIE MAE**, the corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq. and duly organized and existing under the laws of the United States

By: Berkeley Point Capital LLC, a Delaware limited liability company, d/b/a Newmark, its Attorney-in-Fact

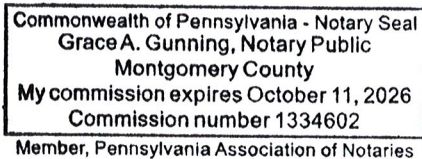
By: Edward Barrett  
Name: Edward Barrett  
Title: Director

Date: 12/18, 2024

STATE OF Pennsylvania  
COUNTY OF Montgomery

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by physical presence (☒) or online notarization (☐) by Ed Barrett, the Director of Berkeley Point Capital LLC, a Delaware limited liability company, d/b/a Newmark, acting solely in its authority as Attorney-in-Fact for Fannie Mae, the corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq. and duly organized and existing under the laws of the United States. He (She) ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of December, 2024.



Grace A. Gunning  
NOTARY PUBLIC

Print Name: Grace A. Gunning

My Commission Expires: 10/11/2026