

Interoffice Memorandum

AGENDA ITEM

October 31, 2016

TO:

Mayor Teresa Jacobs

-AND-

Board of County Commissioners

FROM:

Jon V. Weiss, P.E., Director

Community, Envirentmental and Development

Services Department

CONTACT PERSON:

John Smogof, Chairman

Development Review Committee

407 836-5616

SUBJECT:

November 15, 2016 – Consent Item

Sustany Planned Development / Regulating Plan

Adequate Public Facilities Agreement (Related to Case # LUP-16-07-246)

The proposed Sustany Planned Development / Regulating Plan (PD / RP) contains 1,436 gross acres and is generally located north of Lake Pickett Road, south of the Orange / Seminole County Boundary, east of the Econlockatchee River and west of Chuluota Road. With this request, the applicant is seeking to rezone 1,436 gross and 994 developable acres from A-2 and R-CE-5 to PD in order to provide up to 1,999 residential dwelling units. It will feature a school (K-8), community parks, and a fire station.

Pursuant to Policy FLU6.9.2 of the Orange County Comprehensive Plan, the Sustany PD / RP is subject to an APF agreement substantially similar to those described in Chapter 30, Article XIV, Orange County Code. The proposed agreement, while not adhering to the standard terms of a Horizon West APF Agreement, describes the conveyance of a middle / K-8 school; a fire station; and easements. Except for the easements, which are being conveyed for no compensation, the negotiated price of the conveyed lands will be paid in the form of a lump sum payment and / or impact fee credits. Please note that this agreement only covers the conveyance of the middle / K-8 school and the fire station site. All road rights-of-way and associated easements are covered under the separate Lake Pickett North Transportation Network Agreement.

The Sustany APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on September 21, 2016, and should be considered with the associated Planned Development / Regulating

Page Two
November 15, 2016 — Consent Item
Sustany Planned Development / Regulating Plan (PD / RP) Adequate Public Facilities (APF) Agreement (Related to Case # LUP-16-07-246)

Plan public hearing. Upon approval by the Board of County Commissioners, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED:

Approval and execution of Adequate Public Facilities Agreement for the Sustany PD (A/K/A) Lake Picket North) by and among Lake Pickett North, LLC; Eloise A. Rybolt Revocable Trust; Mary Rybolt Lamar; Rolling R Ranch, LTD, and Orange County. District 5

JVW/JS:rep

Attachments

This instrument prepared by and after recording return to:

Daniel T O'Keefe, Esquire Shutts & Bowen LLP 300 S. Orange Avenue, Suite 1000 Orlando, FL 32801

Project: Lake Pickett North (a/k/a Sustany)

```
\begin{array}{l} \text{Tax Parcel I.D. No(s):} \\ 07\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}020; 04\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}052; 04\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}053;} \\ 08\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}018; 04\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}046; 04\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}007;} \\ 05\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}014; 06\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}002; 07\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}001;} \\ 05\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}002; 05\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}001; 05\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}006;} \\ 04\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}045; 04\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}006; 05\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}011;} \\ 05\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}013; 05\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}007; 04\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}009;} \\ 05\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}012; and } 08\text{-}22\text{-}32\text{-}0000\text{-}00\text{-}001 \end{array}
```

ADEQUATE PUBLIC FACILITIES AGREEMENT FOR THE SUSTANY PD (A/K/A LAKE PICKETT NORTH)

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR THE SUSTANY PD (A/K/A LAKE PICKETT NORTH) (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and among Lake Pickett North, LLC ("LPN"), a Delaware limited liability company, whose mailing address is 5656 Sherry Lane, Suite 1000, Dallas, Texas 75225, Eloise A. Rybolt Revocable Trust dated the 2nd of July, 1993, Mary Lamar as Trustee ("Trust") whose mailing address is c/o Mary Rybolt Lamar, Trustee, Post Office Box 3350, Winter Park, Florida, 32790, Mary Rybolt Lamar, ("Lamar") an individual, whose mailing address is Post Office Box 3350, Winter Park, Florida, 32790, Rolling R. Ranch, LTD, ("Ranch") a Florida limited partnership, whose mailing address is Post Office Box 3350, Winter Park, Florida, 32790 (hereinafter LPN, Trust, Lamar and Ranch, collectively referred to as "Owner") and 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 ("County"). The Owner and County may sometimes be referred to collectively as the "Parties." THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 ("School Board") has joined and consented to the execution of this Agreement for the purposes and upon the terms expressly set forth herein and in the attached Joinder and Consent instruments.

RECITALS:

A. Owner is the fee simple of certain real property located in Orange County, Florida, as more particularly described in **Exhibit "A"** and as shown on **Exhibit "B"** attached hereto and made a part hereof by this reference (collectively, the "**PD Property**" or "**The Sustany PD**").

- B. The Owner has obtained governmental approvals for, development of the PD Property for a project generally known and referred to for planning purposes as "Lake Pickett North" and, in this regard, have filed with the County that certain Future Land Use Map Amendment Application Amendment #______(the "FLUM Amendment"), which was adopted on July 12, 2016, by the Board of County Commissioners ("BCC").
- C. The execution of this Agreement by the Owner and recording of same in the Public Records is required by pending County Comprehensive Plan FLU 6.9.2. This Agreement and its terms are substantially similar in form and substance to APF agreements and APF requirements as such are described in Article XIV, Chapter 30, Orange County Code, as may be amended (the "APF Ordinance").
- D. Owner desires to develop the PD Property in accordance with The Sustany PD Regulating Plan ("The Sustany PD/RP"), submitted by the Owner to County, and with the PD zoning application on file with County.
- E. In connection with its consideration of the approval of The Sustany PD and The Sustany PD/RP, County has requested, and Owner have agreed, that Owner will plan for, reserve and convey to County certain real property designated by the Parties as adequate public facilities ("APF"), upon the terms and conditions as are set forth in this Agreement.
- F. It is the intent of the Parties that County will consider approval of The Sustany PD and The Sustany PD/RP with its consideration of this Agreement.
- G. As more particularly described herein, the APF will include land for an middle/K8 school, thereby creating the need for the rights and related obligations accruing to the benefit of School Board as more specifically set forth in Paragraph 6 of this Agreement and for the joinder and consent of School Board attached hereto.
- **NOW THEREFORE**, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

- 1. <u>Recitals</u>. The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.
- 2. <u>Conveyance of APF Land by Owner</u>. Owner shall convey land for APF ("**APF** Lands") as follows:
 - a) School:

Middle/K-8 School

22.5 acres (together with the 2.5 acre stormwater easement parcel described in Paragraph 3(d) below)

b) Fire Station Site

Fire Station Site: 2.0 acres

The APF Lands identified in clauses (a) through (b) above are referred to herein as the "School Site," and "Fire Station Site" respectively, and are sometimes referred to herein individually as an "APF Parcel."

- 3. <u>Conveyance Procedure</u>. The conveyance of the APF Lands shall be by general warranty deed or Plat, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. The Owner shall convey, or cause to be conveyed, the APF Lands to County, pursuant to the procedures and requirements of this Agreement. The Owner shall pay, or cause to be paid, all costs associated with the conveyance of the APF Parcel to the County, including all recording fees and documentary stamps related to such conveyance(s). Ad valorem taxes in connection with the conveyance of an APF Parcel shall be prorated as of the date of transfer of title to the County and said prorated amount shall be paid, or caused to be paid, by the Owner to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by the Owner for the year of conveyance.
- a) Title Policy. No less than thirty (30) days prior to conveyance, the Owner shall deliver, or cause to be delivered, to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the proposed insured for the APF Lands (the "Title Commitment"). Owner shall deliver, or cause to be delivered, the original Owner's Policies of Title Insurance (respectively, a "Title Policy" and collectively, the "Title Policies") to County within thirty (30) days after the conveyance of the APF Lands to County. The Title Policy shall include an endorsement insuring the contiguity of the School Site. The Title Policy shall also show that the APF Lands, including all easements, are not subject to assessments or control by any Community Development District or Homeowners or Property Owners Association.
- b) Environmental Audit; Due Diligence. No less than sixty (60) days prior to conveyance, Owner shall submit, or cause to be submitted, to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Lands. Each Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event a Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owner shall submit, or cause to be submitted, to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the APF Lands, one of the following events shall occur: (i) the Owner shall remediate, or cause to be remediated, the subject APF Parcel to County's satisfaction, prior to the conveyance; or (ii) the Parties shall negotiate and enter into a separate agreement, on mutually acceptable terms, whereby the Owner shall pay the full cost of remediation of the subject APF Parcel; or (iii) County may terminate this Agreement, at its option.

The Owner shall perform, or cause to be performed, such other due diligence actions of the type that are usually and customarily performed in connection with real estate conveyances of this type, including but not limited to geotechnical studies, wetland delineations, surveys, and wildlife studies, at no cost to County, as may reasonably be requested by the County. The Parties acknowledge and agree that the APF Lands contain wetland(s) that shall be mitigated by the Owner prior to conveyance to County, in compliance with all applicable laws, rules, and ordinances of any applicable governmental authority with jurisdiction thereover, so that the APF Lands may each be used for their intended APF purpose. Notwithstanding anything in the foregoing seemingly to the contrary, the County acknowledges that there may be gopher tortoises present at the APF Lands, but agrees to take title to the APF Lands subject to the potential presence of such gopher tortoises without any obligation on Owner to mitigate any future impact to such gopher tortoises.

- c) Compliance with Section 286.23, Florida Statutes. The Owner shall execute and deliver, or cause to be executed and delivered, to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.
- d) Easements. In addition to the conveyance of the respective APF Lands as contemplated in this Agreement, the Owner shall grant, or cause to be granted, at no cost to County and in accordance with County conveyance procedures, the following easements in favor of County, as follows. The benefit of any easements intended to benefit the School Site shall run with title to the School Site.

At the time of conveyance of the School Site to the County and in the event that offsite stormwater is provided, the Owner shall grant, or cause to be granted, in favor of County a nonexclusive perpetual easement, in form acceptable to County, over the not less than two and half (2.5) acre portion of the Property intended to contain the pond located adjacent to the southern boundary of the School Site, as graphically depicted in The Sustany PD/RP, for the off-site retention and detention (water quality treatment) of stormwater generated upon the School Site, assuming development of the School Site for its intended purpose of being developed by School Board with an middle/K-8 school. The Owner of the School Site shall obtain water management district confirmation and obtain a certification from the project engineer for The Sustany PD, to be confirmed by County and an engineer for the School Board, that the pond has capacity to treat stormwater not otherwise retained on the School Site in connection with School Board's design and construction of a prototype middle/K-8 school acceptable to School Board. The easement shall further provide that the Owner of the School Site, or such homeowners or property owners association as may be formed by such Owner, reasonably acceptable to County, shall be perpetually responsible for the maintenance and proper function of the pond, all at no cost or expense to County, now or in the future; provided, however, that the County agrees to exercise the stormwater easement rights in compliance with all applicable laws, rules, regulations and ordinances and shall be responsible for any maintenance or repairs necessitated by any failure by County to comply with said laws, rules, regulations, and ordinances or by the acts of negligence of County or its agents or employees.

If, at the time of conveyance of the School Site to the County there does not exist a public road providing access to the School Site, the Owner shall grant, or cause to be granted, to County a temporary access easement, in form acceptable to County, over such portion of the Property as is reasonably acceptable to the Parties, providing to County the right to access the School Site, which easement shall terminate upon conveyance or dedication of public access to the School Site.

- e) Additional Conveyance Requirements. In connection with the conveyance of the APF Lands, the Owner shall (i) submit, or cause to be submitted, a Certificate of Non-Foreign Status confirming that the grantor is not a foreign person or entity for purposes of U.S. income taxation in compliance with Section 1445 of the Internal Revenue Code; (ii) submit, or cause to be submitted, such partial releases, satisfactions or other instruments necessary to release or remove any outstanding mortgages, liens, encumbrances or other matters which would prevent the utilization of the APF Parcel for the intended APF purpose and (iii) submit, or cause to be submitted, a sworn affidavit confirming that there are no liens, encumbrances, agreements, deed restrictions or other matters affecting title to the APF Parcel which would prevent utilization of such APF Parcel by County for the APF purpose.
- f) Negotiated Price of Conveyed Lands. The negotiated price of the APF Lands has been determined in accordance with Chapter 23 of the Orange County Code.
- The Parties agree that the School Board's agreed-upon fair market value of the School Site, upon completion of all access, utility and mitigation improvements required pursuant to Section 4 of the "CEA" (defined below) is \$58,000.00 for each acre or fraction thereof However, the Parties acknowledge that at the time of conveyance of the School Site hereunder the aforedescribed access, utility and mitigation improvements will likely not be complete, and, therefore, the value of the School Site will be paid to the Owner of the School Site in two (2) installments, as follows: (i) promptly upon School Board's final acceptance of conveyance of the School Site, County shall credit on its books to the school impact fee credit account of the Owner of the School Site, for purposes of Chapter 23 of the Orange County Code, as amended, school impact fee credits in the amount of \$28,000.00 for each acre or fraction thereof of the School Site, which amount results from School Board's agreed-upon fair market value of the School Site prior to completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA, and (ii) promptly upon completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA, County shall credit on its books to the school impact fee credit account of the Owner of the School Site, for purposes of Chapter 23 of the Orange County Code, as amended, additional school impact fee credits in the amount of \$30,000.00 for each acre or fraction thereof, which amount represents the difference in the School Board's agreed-upon fair market value of the School Site before and after completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA.
- (ii) The Parties agree that the negotiated price of the Fire Station Site, is One-Hundred Thirty-Four Thousand and 00/100 dollars (\$134,000.00). This total results from an agreed-upon negotiated price of sixty-seven thousand and 00/100 dollars (\$67,000.00) for each acre or fraction thereof, and a total of 2.0 acres, payable by check simultaneous with the closing of the conveyance.

Notwithstanding anything in the foregoing seemingly to the contrary, to the extent that the Owner that is the beneficiary of the transportation or school impact fee credit accounts described above pays transportation or school impact fees to the County in connection with the development of the PD Property and there is thereafter a credit balance in either of the transportation or school impact fee credit accounts described above, then upon reasonable request and in compliance with the Orange County Code and its usual procedures, the County

shall refund such transportation or school impact fees, respectively, to Owner (or to such person or entity to whom the Owner expressly may assign the right to receive such refund) and shall make deduction from the appropriate transportation or school impact fee credit account in the amount of any such refund. The foregoing is intended to satisfy the requirements of Section 23-189 of the County Code that there be an agreement with the County that provides for a refund of previously paid impact fees.

- 4. Refinement of Size and Location of APF Lands. The size and location of the APF Lands as depicted on The Sustany PD/RP is approximate, although the final size and location shall be substantially similar to that shown on The Sustany PD/RP. The dimensions and locations for a particular APF Parcel shall be finalized by the Parties prior to County approval of the first Preliminary Subdivision Plan or Development Plan ("PSP" or "DP") within The Sustany PD, and shall be in full compliance with this Agreement. The Parties agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.
- 5. <u>Timing for Conveyance to County/Continuing Occupancy by Owner Prior to Use by County</u>. Conveyance of the APF Lands shall be defined as submittal of all conveyance documents, approval by the BCC, and recordation of the deed(s). Owner and County have agreed that Owner shall convey the APF Lands pursuant to the following schedule:
- a) with respect to the School Site as described on Exhibit "C", assuming satisfaction of the applicable "School Conditions to Conveyance" (described below), the conveyance to County will occur after final, non-appealable approval of The Sustany PD and (i) in conjunction with, but prior to, the approval and recording of the first plat of any parcel within The Sustany PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owner, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.
- b) with respect to the Fire Station Site as described on **Exhibit "C"**, the conveyance to the County will occur after final, non-appealable approval of The Sustany PD and (i) prior to approval of the first construction plan set within The Sustany PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owner, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

With respect to the APF Lands, Owner shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of their officers and employees, and agree to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against any and all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, Owner shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and

which are proximately caused by the acts, errors, or omissions of Owner, their officers, employees, agents, and/or representatives, arising out of their activities related to the APF Lands. In addition, without limiting the foregoing, in the event that any act or omission of Owner, their officers, employees, agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law, the Owner shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and expenses expended by County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Owner shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which they become aware that may result in a claim for damages, or that occurs as a result of Owner's activities related to the APF Lands.

The Owner shall be liable for the indemnification and hold harmless obligations set forth in the immediately preceding paragraph only with respect to the acts or omissions of its officers, employees, agents, and/or representatives. Notwithstanding anything seemingly to the contrary elsewhere in this Agreement, successor provisions regarding such indemnification are not intended to, nor shall they, be applicable to any individual owner of a single-family home for which a certificate of occupancy has been issued by County.

In the event that any of the above occurs, County may refuse to accept conveyance of the impacted APF Parcel and Owner may be required to pay an APF fee in lieu of conveyance or to convey alternative APF Lands acceptable to County. Notwithstanding anything seemingly to the contrary above in this Paragraph 5, the Parties acknowledge and agree that satisfaction of Owner's APF conveyance obligations must take place prior to County approval of the initial plat for any parcel within The Sustany PD.

6. OCPS Interest in School Parcel. The Parties acknowledge that the Owner and School Board are parties to a School Mitigation Agreement for Capacity Enhancement OC———executed concurrently with this Agreement which imposes additional obligations upon the Owner in connection with the proposed conveyance of the School Site (the "CEA"), addressing, among other things, School Board's right to conduct its desired due diligence into the acceptability of the School Site for its APF purpose and imposing various obligations upon the Owner in connection with the conveyance and development of the School Site. With respect to the School Site and the rights and obligations of the School Board, in the event of any conflicts between the terms and provisions of this Agreement and the terms and provisions of the CEA, the terms and provisions of the CEA shall control. It shall be a condition precedent to conveyance of the School Site to County, and to County's and School Board's obligation to accept the conveyance of the School Site, that Owner shall be in compliance with the CEA at the time of the conveyance of the School Site to the County (the "School Conditions to Conveyance").

Upon reasonable request of the School Board the County will convey the School Site to the School Board. The School Board shall make the foregoing request for conveyance from the County no later than upon Owner's commencement of residential infrastructure improvements on any portion of the Property and delivery of written notice thereof from Owner to School Board. Notwithstanding anything in the foregoing seemingly to the contrary, upon reasonable advance written notice from School Board to the Parties, the Owner will, at such time as is otherwise required elsewhere in this Agreement, convey, or cause to be conveyed, the School Site directly to the School Board. In the event that the School Site is to be conveyed directly to the School Board, then the notice referenced in clause (ii) of Paragraph 5(b) may come from School Board.

In the event that the School Site is to be conveyed directly to the School Board, then the Title Commitment shall be endorsed, prior to conveyance, to name School Board as the proposed insured for the School Site, and the Title Policy for the School Site shall be issued to School Board.

In recognition of the intent that the School Site ultimately be conveyed to the School Board, the Parties hereby agree that (i) a copy of the Title Commitment and Title Policy pertaining to the School Site shall be delivered to School Board when delivered to County, (ii) School Board shall be entitled to participate in the final determination of the dimensions and location of the School Site pursuant to Paragraph 4 above, and (ii) the School Board may also conduct such due diligence with respect to the School Site as is required by applicable School Board policies, including, but not limited to, geotechnical studies, wetland delineations, surveys and wildlife studies, and that School Board may reasonably enter upon the School Site as and to the extent reasonably required to conduct such due diligence, pursuant to a right of entry from County. All such due diligence efforts by School Board shall be at School Board's sole cost and expense. Copies of any Phase I or Phase II environmental audits received with respect to the School Site shall be provided to School Board, and, as part of the School Conditions to Conveyance, School Board shall have the right to review and approve the results of the environmental audits, or any decisions reached pursuant to clauses (i) thru (iii) of Paragraph 3(b) above regarding the School Site.

Any easements intended to benefit the School Site shall run with title to the School Site, and shall be in form acceptable to County and School Board, and, if the School Site is to be conveyed directly to School Board as provided above, shall name School Board as the beneficiary, rather than County.

- 7. <u>Recording.</u> Within thirty (30) days of the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense.
- 8. <u>Limitation of Remedies</u>. The Parties expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.
- a) Limitations on County's Remedies. Upon any failure the Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against any amounts of impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner have failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with The Sustany /Lake Pickett North and/or the PD Property; or
 - (iv) any combination of the foregoing.

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

- b) Limitations on Owner's Remedies. Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:
 - (i) action for specific performance; or
 - (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owner; or
 - (iv) any combination of the foregoing.

The Parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

- 9. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit and burden of the Parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.
- 10. <u>Severability</u>. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
- 11. <u>Notices</u>. 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.

COUNTY: Orange County, Florida, c/o County Administrator

Post Office Box 1393

Orlando, Florida 32802-1393

With copies to: Orange County Community, Environmental, and

Development Services Department

Manager, Planning Division

Post Office Box 1393

Orlando, Florida 32802-1393

Orange County Community, Environmental, and

Development Services Department

Manager, Transportation Planning Division Orange County Public Works Complex

4200 S. John Young Parkway Orlando, Florida 32839-8070

Orange County Utilities Department

Director of Utilities 9150 Curry Ford Road Orlando, Florida 32825

As to LPN: Lake Pickett North, LLC

5656 Sherry Ln.

Suite 1000

Dallas, TX 75225

With a copy to: Columnar

283 Cranes Roost Blvd.

Suite 111

Altamonte Springs, FL 32701 Attention: Sean Froelich

With a copy to: Shutts & Bowen LLP

300 S. Orange Ave.

Suite 1000

Orlando, FL 32801

Attention: Daniel T. O'Keefe, Esq.

As to Trust:

Eloise A. Rybolt Revocable Trust

P.O. Box 3350

Winter Park, FL 32790

Attention: Mary Rybolt Lamar, Trustee

With a copy to:

Columnar

283 Cranes Roost Blvd.

Suite 111

Altamonte Springs, FL 32701 Attention: Sean Froelich

As to Lamar:

Mary Rybolt Lamar

P.O. Box 3350

Winter Park, FL 32790

As to Ranch:

Rolling R. Ranch, LTD

P.O. Box 3350

Winter Park, FL 32790

With a copy to:

Columnar

283 Cranes Roost Blvd.

Suite 111

Altamonte Springs, FL 32701 Attention: Sean Froelich

SCHOOL BOARD:

The School Board of Orange County, Florida

Attn: Superintendent of Schools

445 West Amelia Street Orlando, Florida 32801

With a copy to:

Orange County Public Schools

Attn: Office of Planning and Governmental Relations

6501 Magic Way

Orlando, Florida 32809

12. <u>Disclaimer of Third Party Beneficiaries</u>. Except as specifically set forth herein to the contrary, this Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

- 13. <u>Applicable Law</u>. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
- 14. <u>Interpretation</u>. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation hereof Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.
- 15. <u>Attorney Fees</u>. Each party to this Agreement agrees to bear its own attorney and other legal fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.
- 16. <u>Survival</u>. The obligations of this Agreement shall survive the conveyance of the APF Lands to County.
- 17. <u>Amendments</u>. No amendment, modification, or other change to this Agreement shall be binding upon the Parties unless in writing and formally executed in the same manner as this Agreement.
- 18. <u>Entire Agreement</u>. This Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.
- 19. <u>Counterparts</u>. This Agreement may be executed in up to six (6) counterparts, all of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing any such counterpart.
- 20. <u>Authority to Contract</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

"COUNTY" ORANGE COUNTY, FLORIDA By: Board of County Commissioners By: Teresa Jacobs, Orange County Mayor Date: ATTEST: Martha O. Haynie, County Comptroller As Clerk of the Board of County Commissioners By: Deputy Clerk Print Name: Print Name:

LAKE PICKETT NORTH, LLC, a Delaware limited liability company

Name: DANIEL A. TENTON

Title: Presion

Date: 10.28.16

WITNESSES:

Printed Name: Peter Grant

the our offer

Printed Name: Jiessa M. S. Imon

TEXAS STATE OF FLORIDA COUNTY OF DALLAS

The foregoing was acknowledged before me by Domine A. Introv. the of LAKE PICKETT NORTH, LLC, a Delaware limited liability company, on behalf of the company, who is known to me to be the person described herein and who executed the foregoing, this 28 day of day

WITNESS my hand and official seal in the County and State last aforesaid this 28 of

<u>YTOHEY</u>, 2016

Notary Public

Print Name:

My Commission Expires: Mult

KIM FEUERBACHER
Notary Public, State of Texas
Comm. Expires 05-27-2019
Notary ID 130239295

LAKE PICKETT NORTH, LLC, a Delaware limited liability company

	Tille. Wavager
	Date: 10.28.16
WITNESSES:	
Su Coli	
Printed Name: SUSAN COL	LINS
2 ul	
Printed Name: Megan Calk	<u> </u>
STATE OF FLORIDA COUNTY OF <u>Prell</u> as	
behalf of the company, who is known the foregoing, this 18th day of	cknowledged before me by Mike Calin, the ETT NORTH, LLC, a Delaware limited liability company, on own to me to be the person described herein and who executed how, 2016 He is personally known to me or has produced and diddid not take an oath.
WITNESS my hand and or	fficial seal in the County and State last aforesaid this 28th of
	2 ul
MEGAN CALKINS MY COMMISSION #FF066603 EXPIRES October 28, 2017	Notary Public Print Name: Mohan Calkins My Commission Expires: 10.28.17

FloridaNotaryService.com

ELOISE A. RYBOLT REVOCABLE TRUST DATED THE 2^{ND} OF JULY, 1993

By: Mary Rybalt Janas

Prin	ed name: Mary Rybolt Lamar
Title	: Trustee
Date	10/31/16
WITNESSES: Printed Name: Debra Conningha	· · · · · · · · · · · · · · · · · · ·
Chen Buch	, ,
Printed Name: Cheryl Burch	
STATE OF FLORIDA COUNTY OF <u>OVUNY</u>	
The foregoing instrument was acknowled Trustee of Eloise A. Rybolt Revocable Trust, who herein and who executed the foregoing, this known to me or has produced	day of 0000, 2016. She is personally
of <u>OCTOBEV</u> , 2016.	e County and State last aforesaid this 31 day
Nota	ry Public Name: AlliSon BMNCHO
	Commission Expires: May 1, 2017

Mary Ryfort Lancar

MARY RYBOLT LAMAR

Date: 10/3///6

Printed Name: Debra Cunningham

Cleug Buck

Printed Name: Cheryl Burch

STATE OF FLORIDA
COUNTY OF VINING

The foregoing instrument was acknowledged before me b

The foregoing instrument was acknowledged before me by Mary Rybolt Lamar, an individual, who is known by me to be the person described herein and who executed the foregoing, this day of day of 2016. She is personally known to me or has produced ______ as identification and diddid not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3/ day of ______, 2016.

ALLISON ANDERSON BRUNETTO
Notary Public - State of Florida
My Comm. Expires May 1, 2017
Commission # FF 013779

Notary Public

Print Name: Allison Brunetto

My Commission Expires: May 1, 2017

ROLLING R RANCH, LTD, a Florida limited partnership

Rolling R Management, LLC,

By:

	a Florida limited liability company, its general partner	
	By: Thank Rytolt Januar Printed name: Mary Ryboth Lamar	
	Title: manager	
	Date: 10/31/16	
Printed Name: Debra Cunning & Charge Buck Printed Name: Cheryl Burch	na m	
STATE OF FLORIDA COUNTY OF	u 2111.	
The foregoing instrument was acknowledged before me by Way Ry of Wall was acknowledged before me by Way Ry of Wall was of Rolling R Management, LLC, a Florida limited liability company, the Strike Rolling R Ranch, LTD, a Florida limited partnership, who is known by me to be the person described herein and who executed the foregoing, this 31 day of OLOW, 2016. The is personally known to me or has produced as identification and diddid not take an oath.		
witness my hand and official seal of, 2016.	in the County and State last aforesaid this \(\frac{1}{2} \) day	
ALLISON ANDERSON BRUNETTO Notary Public - State of Florida My Comm. Expires May 1, 2017 Commission # FF 013779	Notary Public Print Name: All 500 BMWHO My Commission Expires: May 1, 2017	

ROLLING R RANCH, LTD, a Florida limited partnership

Rolling R Management, LLC, a Florida limited liability company,

its General Partner

By:

	By: Sawith Canacho Printed name: Laurie L. Camacho Title: Manager Date: 10/31/16
Printed Name: Debra Conning Cherk Buck	ham
company, the <u>Newal Pay We</u> f Rolling known by me to be the person described her	owledged before me by Laurie Camachias R Management, LLC, a Florida limited liability R Ranch, LTD, a Florida limited partnership, who is ein and who executed the foregoing, this 31 day of
as identification and did did not take an oath WITNESS my hand and official seal of	
ALLISON ANDERSON BRUNETTO Notary Public - State of Florida My Comm. Expires May 1, 2017 Commission & FF 013779	Print Name: AllSON by Wetlo My Commission Expires: May 1, 2017

ROLLING R RANCH, LTD, a Florida limited partnership

Rolling R Management, LLC,

a Florida limited liability company, its <u>Jeneral Partner</u>

By:

	By Leslie J. Harme	
	Printed name: Leslie L. Harmeson	
	Title: Manager	
	Date: $10/31/2016$	
WITNESSES:		
I CAM		
Printed Name: Debra Cunning	na m	
ChenkBuch	·	
Printed Name: Cheryl Burch		
STATE OF FLORIDA COUNTY OF WANGE	f	
The foregoing instrument was acknowledged before me by LONG HAVEN, as Management, LLC, a Florida limited liability company, the Grant Partner of Rolling R Ranch, LTD, a Florida limited partnership, who is known by me to be the person described herein and who executed the foregoing, this day of Otto W. 2016. S/he is personally known to me or has produced as identification and diddid not take an oath.		
of, 2016.	I in the County and State last aforesaid this day	
	Notary Public	
ALLISON ANDERSON BRIJNETTO Notary Public - State of Florida My Comm. Expires May 1, 2017 Commission # FF 013779	Print Name: Allison Brunettu	
	Print Name: Allison Brunetto My Commission Expires: May 1, 2017	

JOINDER AND CONSENT OF SCHOOL BOARD

The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby joins in and consents to the Agreement as a "joinder" party for the limited purpose of acknowledging the terms pertaining to the School Site as set forth in the provision of Paragraph 6 thereof, which shall be the only terms of the Agreement which will run with title to the land in connection with School Board's future acquisition of title to the School Site. Nothing in the Agreement or the School Board's execution of the Agreement as a joinder party shall be deemed to modify, alter or vary the terms of the CEA and the terms of the CEA shall control in the event that there is any conflict between the terms of the CEA and this Agreement.

Signed, witnessed, executed and acknowledged on this day of \(\lambda \); 2016.

Signed, sealed and delivered in the Presence of:

"SCHOOL BOARD"

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Print Name: Vrhan, Jakins

Print Name: Many L. Congress

for its exclusive use and reliance

Laura L. Kelly, Esq., Staff Attorney III and Executive Officer of Real Estate

William E. Sublette, Chairman

Date:

Attest N. Jenkins, Ed.D. as its

Secretary and Superintendent

{Corporate Seal}

"EXHIBIT A"

Legal Description

Overall Property

A portion of Section 1, Township 22 South, Range 31 East and a portion of Sections 4, 5, 6, 7 and 8, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of the Northwest 1/4 of said Section 6; thence run N 89°36'08" E, along the north line of the Northwest 1/4 of said Section 6, a distance of 2477.07 feet to the northwest comer of the Northeast 1/4 of said Section 6; thence run N 89°32'12" E, along the north line of the Northeast 1/4 of said Section 6, a distance of 2674.43 feet to the northwest corner of the Northwest 1/4 of said Section 5; thence run N 89*17'14" E, along the north line of the Northwest 1/4 of said Section 5, a distance of 2660.97 feet to the northwest corner of the Northwest 1/4 of said Section 5; thence run N 89°33'17" E, along the north line of the Northwest 1/4 of the Northeast 1/4 of said Section 5, a distonce of 1323.45 feet to o point on the east line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 5, a distance of 1181.51 feet to a point on the north line of the Southeast 1/4 of the Northeast 1/4 of said Section 5; thence run N 89°39'53" E, along the north line of the Southeast 1/4 of the Northeast 1/4 of soid Section 5, a distance of 1321.81 feet to a point on the north line of the Southwest 1/4 of the Northwest 1/4 of said Section 4; thence run N 89'27'27" E, along the north line of the Southwest 1/4 of the Northwest 1/4 of said Section 4, a distance of 469.44 feet to a point on the westerly right-of-way line of Chuluota Road, as shown and described in Road Plat Book 1, Pages 3 through 7, Public Records of Orange County, Florida; thence run S 18'30'08" E, along said westerly right-of-way line, a distance of 653.77 feet to a point on the north line of the North 1/2 of the South 1/2 of the Southwest 1/4 of the Narthwest 1/4 of said Section 4; thence run S 89°23'40" W, along soid north line of the North 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 4, a distance of 647.65 feet to a point on the west line of the Southwest 1/4 of the Northwest 1/4 of said Section 4; thence run S 02 41 34 E, along west line of the Southwest 1/4 of the Northwest 1/4 of said Section 4, o distance of 311.53 feet to o point on the north line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 4; thence run N 89°21'47" E, olong north line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 4, a distance of 736.71 feet to a point on the aforesaid westerly right-of-woy line of Chuluota Road; thence run S 18°30'08" E, olong soid westerly right-of-way line, a distance of 389.65 feet to a point 60.00 feet south of (when measured perpendicular to) the north line of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence run S 89°19'54" W, parallel with the north line of the Northwest 1/4 of the Southwest 1/4 of said Section 4, a distance of 845.52 feet to a point 60.00 feet south of (when measured perpendiculor to) the north line of the Northeast 1/4 of the Southeast 1/4 of said Section 5; thence run N 89°45'01" W, parallel with the narth line of the Northeast 1/4 of the Southeast 1/4 of said Section 5, a distance of 1318.16 feet to a point an the west line of the Northeast 1/4 of the Southeast 1/4 of said Section 5; thence run S 02°32'36" E, along the west line of the Northeast 1/4 of the Southeast 1/4 of said Section 5, a distance of 1145.29 feet to a point 120.00 feet north of (when measured perpendicular to) the south line of the Northeast 1/4 of the Southeast 1/4 of said Section 5; thence run S 89°52′56″ E, parallel with the south line of the Northeast 1/4 of the Southeast 1/4 of said Section 5, a distance of 1317.80 feet to a point 120.00 feet north of (when measured perpendicular to) the south line of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence run N 89°21'01" E, parallel with the south line of the Northwest 1/4 of the Southwest 1/4 of said Section 4, a distance of 1175.76 feet to a point on the aforesaid westerly right-of-way line of Chuluota Road; thence run S 18°30'08" E, along said westerly right-of-way line, a distance of 126.07 feet to a point on the aforesaid south line of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence run S 89°21'01" W, along the south line of the Northwest 1/4 of the Southwest 1/4 of said Section 4, a distance of 1215.22 feet to a point on the west line of the Southwest 1/4 of said Section 4; thence run 5 02°13'18" E, along the west line of the Southwest 1/4 of the Southwest 1/4 of said Section 4, o distance of 1322.12 feet to the northeast corner of the Northeast 1/4 of said Section 8; thence run S 01*09*27" W, along the east line of the Northeast 1/4 of said Section 8, a distance of 2710.20 feet to the northeast corner of the Southeast 1/4 of said Section 8; thence run S 00*06'41" E, olong the east line of the Southeast 1/4 of said Section 8, a distance of 1286.64 feet to a point on the northerly right-of-way line of Lake Pickett Road as shown and described on County Road Project 29A; thence run westerly, along said northerly right-of-woy line, the following courses and distances; run N 89°40'27" W, a distance of 2635.77 feet; thence run N 88 56'31" W, a distance of 2902.34 feet to a point of curvature of a curve, concave northerly, having a radius of 5699.65 feet and a central angle of 06°59'05"; thence run westerly, along the arc of said curve, a distance of 694.83 feet to the point of tangency thereof; thence run N 81°57′26″ W, a distance of 1307.61 feet to a point of curvature of a curve, concove southeasterly, having a radius of 985.37 feet and a central angle of 35°19'59"; thence run southwesterly, along the arc of said curve, a distance of 607.66 feet to the point of tangency thereof; thence, departing the northerly right-of-way line of Lake Pickett Road, thence run N 27°17'25" W, a distance of 24.50 feet; thence run N 62°42'35" E, a distance of 326.87 feet to a point of curvature of a curve, concove northwesterly, having a radius of 891.00 feet and a central angle of 54*49'31"; thence run northeasterly, olong the arc of said curve, a distance of 852.58 feet to the point of tongency thereof; thence run N 07°53'04" E, a distance of 134.03 feet to a point of curvature of a curve, concove southwesterly, having a radius of 1091.00 feet and o central angle of 31°32'28"; thence run northwesterly, along the arc of said curve, o distance of 600.59 feet to the point of tangency thereof; thence run N 23°39'24" W, a distance of 369.97 feet to a point of curvature of a curve, concave southeasterly, having a radius of 2000.00 feet and a central angle of 91*33'49"; thence run northeasterly, along the arc of said curve, a distance of 3196.17 feet to the point of tangency thereof; thence run N 67*54'25" E, a distance of 910.09 feet; thence run N 17*57'40" W, a distance of distance of 285.23 feet; thence run N 61°33′52″ W, a distance of 278.29 feet; thence run N 37°53′49″ W, a distance of 171.28 feet; thence run N 66°21′56″ W, a distance of 157.83 feet: thence run N 36°32′50″ W a distance of 157.83 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 36°32′50″ W a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ W, a distance of 158.30 feet: thence run N 37°53′49″ 31*28'15" W, o distance of 551.65 feet; thence run N 05*10'41" W, a distance of 400.00 feet; thence run N 04*22'54" W, o distance of 743.65 feet; thence run S 89°36'08" W, a distance of 2999.30 feet to a point on the east line of said Section 1; thence continue S 89°36'08" W, a distance of 54.69 feet to a point on a non-tongent curve, concave southeasterly, having a radius of 25.00 feet; said point also lying on the easterly line of RYBOLT RESERVE, PHASE 1, according to the plot thereof, as recorded in Plat Book 49, Pages 95 through 99, Public Records of Orange County, Florida; thence run northerly, along the eosterly line of said RYBOLT RESERVE, PHASE 1, the following courses and distances: on a chord beoring of N 41°24'49" E, run 25.11 feet olong the arc of soid curve, through a central angle of 57°32'15" to the point of reverse curvature with a curve, concove southwesterly, having a radius of 50.00 feet and a central ongle of 205°15'41", thence run northwesterly, along the arc of soid curve, a distance of 179.12 feet to a point; thence run N 45°04'45" W, a distance of 21.04 feet; thence run N 00°20'47" W, a distance of 44.49 feet; thence run N 89°39'13" E, a distance of 62.99 feet; thence run N 00°20'47" W, a distance of 100.00 feet to a point on the north line of the Northeast 1/4 of said Section 1; thence, departing the easterly line of said RYBOLT RESERVE, PHASE 1, run N 89 39'13" E, olong the north line of the Northeast 1/4 of said Section 1, o distonce of 40.45 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Those lands as recorded and described in Official Records Book 6324, Page 1371, Public Records of Orange County, Florido, lying in Section 6, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the Northeast 1/4 of said Section 6; thence run S 89*32'12" W, along the north line of the Northeast 1/4 of said Section 6, a distance of 1150.59 feet; thence, departing soid north line, run S 00°34′43″ E, a distance of 425.77 feet for the POINT OF BEGINNING; thence continue S 00°34′43″ E, a distance of 100.00 feet; thence run S 89°25′17″ W, a distance of 100.00 feet; thence run N 00°34′43″ W, a distance of 100.00 feet; thence run N 89°25'17" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing a total of 1.435.82 acres, more or less.

Legal Description of Boundary of Sustany

Sustany

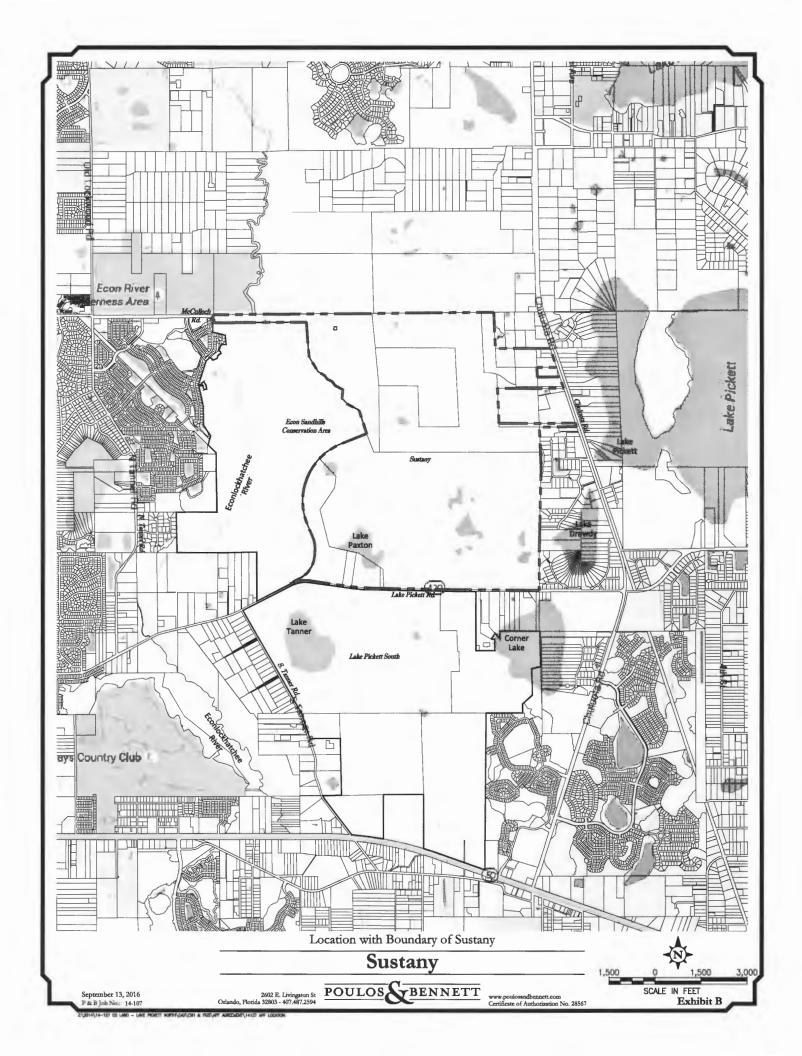
September 13, 2016



www.poulosandbennett.com Certificate of Authorization No. 28567

Exhibit A

"EXHIBIT B"



"EXHIBIT C"

