

TUPPERWARE PD CONSTRUCTION ESCROW AGREEMENT

THIS TUPPERWARE PD CONSTRUCTION ESCROW AGREEMENT (the “**Escrow Agreement**”) is made and entered into as of the date of latest execution (the “**Effective Date**”), by and among **Orlando Leased Housing Associates XIV, LLLP**, a Florida limited partnership (the “**Developer**”), whose address is 375 Northridge Road, Suite 500, Atlanta, Georgia 30350, **OC-IB II Property Owner, LLC**, a Delaware limited liability company (the “**Current Land Owner**”) whose address is 535 Madison Avenue, 6th Floor, New York, New York 10022, and **Orange County, Florida**, a charter county and political subdivision of the State of Florida (the “**County**”), whose principal place of business is 201 South Rosalind Avenue, Orlando, Florida 32801 (the Developer, the Current Land Owner, and the County may collectively be referred to in this Escrow Agreement as the “**Principals**”); and the **Orange County Comptroller**, in its capacity as Escrow Agent (“**Escrow Agent**”), whose principal place of business is 201 South Rosalind Avenue, 4th Floor, Orlando, Florida 32801.

W I T N E S S E T H:

WHEREAS, the Current Land Owner owns certain land that is contemplated for the development with a number of improvements for various uses within that certain real property located in unincorporated Orange County, more particularly described on **Exhibit “A”** attached to and incorporated in this Escrow Agreement by this reference (the “**Property**”), and in order to proceed, it will be necessary to obtain wastewater service to the Property; and

WHEREAS, the Current Land Owner is selling a portion of the Property to the Developer and the Current Land Owner has agreed to have the Developer act on its behalf with respect to the coordination and construction of any wastewater service infrastructure developed to serve the Property; and

WHEREAS, the Property is located entirely within the County’s wastewater service territory and, therefore, the County is the appropriate wastewater service provider with jurisdiction over the Property; and

WHEREAS, the County and Tohopekaliga Water Authority (“**Toho**”) entered into that certain *Letter Agreement for Wastewater Interconnection and Wholesale Service for Orange Avenue and Orange Blossom Trail* (the “**Letter Agreement**”) on January 17, 2017 for Toho to serve future development in the vicinity of Orange Avenue and Orange Blossom Trail in accordance with the terms and conditions of the Letter Agreement; and

WHEREAS, the Property may be provided wastewater service up to the capacity allowed under the Letter Agreement; and

WHEREAS, the Developer intends to connect to the County's wastewater system for retail wastewater service related to the Property; and

WHEREAS, the County will initially utilize the Letter Agreement with Toho to provide wastewater service to the Property until Construction (as defined below) is completed, and upon Construction completion, the County will redirect the flow north to the County's wastewater treatment facility; and

WHEREAS, the Developer will be constructing, through a contractor, an 8-inch force main within the right-of-way of South Orange Avenue to redirect the wastewater flow to the north, more particularly depicted on **Exhibit "B"** attached to and incorporated in this Escrow Agreement by this reference (the "**Construction**"); and

WHEREAS, the Developer holds sole responsibility for the total cost of the Construction (the "**Developer Obligation**"); and

WHEREAS, as a condition of the County allowing the Developer to connect the Property to the County's wastewater system prior to completion of the Construction, the Developer has agreed to post a surety in the form of a cash escrow to guarantee funds are available to pay for the Developer Obligation; and

WHEREAS, the County has consented to accept the Escrowed Funds (as defined below) to be held by Escrow Agent, in accordance with the terms and provisions of this Escrow Agreement; and

WHEREAS, Escrow Agent has agreed to serve as escrow agent in accordance with this Escrow Agreement; and

WHEREAS, the Principals desire that Escrow Agent hold and release the Escrowed Funds, subject to the terms and conditions set forth in this Escrow Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Escrow Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Principals and Escrow Agent, and intending to be legally bound, the parties to this Escrow Agreement represent, warrant, covenant, and agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated in this Escrow Agreement by this reference.

2. **Establishment of Escrow Relationship; Acceptance by Escrow Agent**. By this Escrow Agreement, the Principals retain Escrow Agent, at no cost to them, to serve solely in its capacity as escrow agent (and in no other capacity) with respect to the Escrowed Funds, as defined in this Escrow Agreement, and by executing this instrument Escrow Agent accepts such retention.

3. **Escrowed Funds**. No later than five (5) days prior to approval for site work permits within the Property, the Developer shall deliver funds in the amount of Four Million Seven Hundred Ninety-Two Thousand Five Hundred Sixty and 00/100 Dollars (\$4,792,560.00) (the "**Escrowed Funds**") to Escrow Agent, the approximated cost of the Developer Obligation. Within

five (5) days of receipt, Escrow Agent will place the Escrowed Funds into an escrow account (the “**Escrow Account**”) to be held, administered, distributed, and released as provided for in this Escrow Agreement. Escrow Agent shall acknowledge receipt of the Escrowed Funds by providing notice to each of the Principals within five days after receipt of the Escrowed Funds.

4. **County Claim(s) on Escrowed Funds.** The County may provide notification to the Developer in the event of the Developer failing to complete the Construction within forty-eight (48) months of the Effective Date; provided, however, that such completion deadline shall be subject to extension due to Force Majeure Events as defined below. In the event the County assumes the obligation to complete the Construction pursuant to this Section 4, the County may use all or a portion of the Escrowed Funds, as it deems reasonably necessary, to perform the Construction. If the County completes the Construction and a balance of the Escrowed Funds remains after the Construction Completion Date as defined below, then the unused balance of the Escrowed Funds will be disbursed in accordance with Section 5. For the purposes of this Section 4 only, notification may be in the form of official email from designated contacts of the County to designated contacts of the Developer. Designated contacts shall be assigned prior to the start of the Construction work.

5. **Escrow Term and Release of Escrowed Funds.**

- a. Notwithstanding anything to the contrary in this Escrow Agreement, the Escrowed Funds shall be held by Escrow Agent commencing upon their deposit with the Escrow Agent and expiring on the date that the Construction work has received the Certificate of Completion (the “**Completion Date**”). The escrow established by this Escrow Agreement will terminate and any unused balance of the Escrowed Funds will be disbursed to the Developer within 60 days following the Completion Date.
- b. During the term of this Escrow Agreement, the County will authorize partial releases of Escrowed Funds for portions of the work inspected and approved by the County and completed by the Developer upon receipt by the County of: (i) copies of such contracts, (ii) release of liens for the work covered by the release of the portion of the Escrowed Funds, and (iii) itemized invoices and other documents evidencing the costs of and complete payment by the Developer for the portion of the Construction identified in the itemized invoices, including any retainage. An affidavit from the Developer’s engineer is required certifying to the Developer and to the County the completion of the scope of work for the portion of the Construction cost for which the release of Escrowed Funds is being requested.
- c. Prior to the County’s issuance of the Certificate of Completion, at which time the County will be deemed to have accepted the dedication of and ownership and operational responsibility for the completed Construction, the Developer must cause delivery to the County of a bill of sale in favor of the County, recorded utility easement(s) or right-of-way required for the Construction, and a one-year maintenance guarantee equivalent to 10% of the Construction cost.

6. **Termination.** This Escrow Agreement and all of the parties' rights and obligations pursuant hereto will automatically terminate upon the earlier of, whichever is applicable of: (i) the delivery of all of the Escrowed Funds to the County to complete Construction pursuant to Section 4 hereof, or (ii) the delivery of the remaining balance of the Escrowed Funds to the Developer after the County completes Construction pursuant to Section 4 hereof, or (iii) the delivery of the balance of the Escrowed Funds to the Developer pursuant to Section 5 hereof.

7. **Indemnification of Escrow Agent; Sovereign Immunity.** The parties agree that the duties of Escrow Agent are purely ministerial in nature and are expressly limited to the matters in this Escrow Agreement for which Escrow Agent is expressly obligated. The Principals hereby agree to indemnify Escrow Agent and agrees to hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, except in the case of gross negligence, willful misconduct, or breach of trust of Escrow Agent. In connection therewith, the Developer and the Current Land Owner shall, to the extent allowable by law, indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Nothing contained in this Escrow Agreement is intended as, nor shall constitute, a waiver by the County or Escrow Agent, respectively of their sovereign immunity protections pursuant to Section 768.28, Florida Statutes.

8. **No Constructive Knowledge.** Escrow Agent will not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then will only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent will not be charged with any constructive knowledge whatsoever.

9. **Capacity of Escrow Agent.** The Principals expressly agree that Escrow Agent will not act under this Escrow Agreement in any capacity as Clerk to the Orange County Board of County Commissioners, but rather in Escrow Agent's capacity as an independent constitutional officer.

10. **No Overdraw.** Notwithstanding any provision of this Escrow Agreement seemingly to the contrary, Escrow Agent will not make payment of an amount in excess of the balance in the Escrow Account.

11. **Force Majeure.** A "Force Majeure Event" is hereby defined as any prevention, delay or stoppage due to acts of God, fire, flood, tornado, hurricane, earthquake, officially declared government state of emergency, or pandemic, beyond the reasonable control of the party obligated to perform under this Escrow Agreement. A Force Majeure Event shall excuse the performance of such party for a period agreed to by the parties, equal to any such prevention, delay or stoppage and, therefore, if this Escrow Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure Event. In the event a Force Majeure Event prevents

performance by a party, such party shall give written notice to the other party, which notice shall identify the nature of the Force Majeure Event.

12. **No Obligation to Pay Interest.** Notwithstanding any provision of this Escrow Agreement to the contrary, Escrow Agent will not be required to make any interest payment on any balance in the Escrow Account.

13. **Notices.** All notices, consents, approvals, waivers, and elections which any party is required or desired to make or give under this Escrow Agreement must be in writing and will be sufficiently made or given (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery to the named individuals representing the party to be notified; or (iii) by private parcel delivery services for which receipt is provided to the notifying party. Notices, including notice of change of address, must be addressed to the addresses set forth below or such other address that a party may designate in the manner prescribed herein:

If to the County:	Orange County Utilities Department 9150 Curry Ford Road Orlando, Florida 32825-7600 Attn: Director
With copy to:	Orange County Administrator's Office Orange County Administration Building 201 S. Rosalind Avenue, 5th Floor Orlando, Florida 32801-3527 Attn: County Administrator
If to Escrow Agent:	Orange County Comptroller 201 S. Rosalind Avenue, 4 th Floor P.O. Box 38 Orlando, Florida 32802-0038 Attn: Director of Finance and Accounting
If to the Developer:	Orlando Leased Housing Associates XIV, LLLP c/o Dominium 375 Northridge Road, Suite 500 Atlanta, Georgia 30350-3297 Attn: President of Development, and Vice President & Project Partner
If to the Current Land Owner:	OC-IB II Property Owner, LLC c/o O'Connor Capital Partners 535 Madison Avenue, 6th Floor New York, New York 10022-4287 Attn: William Q. O'Connor and Frank Nuccio

With copy to:

Winthrop & Weinstine, P.A.
225 S. 6th Street, Suite 3500
Minneapolis, Minnesota 55402-4629
Attn: Jacob R. Bean

Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, or delivery, thereof as aforesaid.

14. **Governing Law.** The parties agree that this Escrow Agreement is entered into and delivered in the State of Florida. This Escrow Agreement will be governed by, and be construed and interpreted in accordance with, the laws of the State of Florida, without regard to choice of law rules. Venue for any action arising out of or in connection with this Escrow Agreement will lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

15. **Entire Agreement, Modification.** This Escrow Agreement contains the entire understanding and agreement between the parties relating to the subject matter hereof, and all prior or extrinsic agreements, understandings, representations and statements, oral or written, concerning the subject matter hereof are merged herein and superseded hereby. There are no other agreements, written or oral, between the parties with respect to the subject matter hereof except those contained in this Escrow Agreement. Neither Escrow Agent nor the Principals will be bound by any modification, cancellation, or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and the Principals.

16. **Recording; Binding Effect.** This Escrow Agreement may not be recorded in the Public Records of Orange County, Florida. This Escrow Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors and assigns until such time as the County determines, in its sole discretion, that the Developer Obligation has been fulfilled.

17. **Waiver.** The failure of any party to insist in any one or more cases upon the strict performance of any one of the terms, covenants, conditions, or provisions of this Escrow Agreement may not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

18. **Counterparts.** This Escrow Agreement may not be executed in counterparts.

19. **Time.** Time is of the essence in connection with this Escrow Agreement and each provision hereof.

20. **Construction of Agreement.** All parties to this Escrow Agreement participated fully and equally in the negotiation and preparation hereof. The fact that one of the parties to this Escrow Agreement, or its attorney, may be deemed to have drafted or structured any provision of this Escrow Agreement must not be considered in construing or interpreting any particular provision of this Escrow Agreement, either in favor of or against such party.

21. **Settlement of Dispute.** In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the

Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming the Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. The parties agree that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to the Developer and the County or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent. The Principals expressly agree that each will bear the cost of its own attorney's fees for any action arising out of or in connection with this Escrow Agreement. The parties waive their rights to a jury trial.

22. **Captions; Days.** The captions contained in this Escrow Agreement are for convenience of reference only and in no way define, describe, extend, or limit the scope or intent of this Escrow Agreement or the intent of any provision contained herein. Each reference to "day" or "days" means calendar days, unless otherwise stated.

23. **Assignment.** The rights and obligations of the Developer under this Agreement are not covenants running with the land and are only binding upon and exercisable by the Developer (and not any successor in title to any portion of the Property), unless this Agreement is expressly assigned by the Developer as provided in this Section 23. This Agreement or any of the rights, obligations and responsibilities hereunder, are in no part assignable by the Developer without the consent or approval of such assignment by the County, provided that the County's approval will not be unreasonably withheld so long as the successor to the Developer is of equal or better economic status and is capable of fulfilling all obligations of the Developer, including, but not limited to, the ability to service and maintain the insurance and indemnification obligations of the Developer. Only upon execution of a novation agreement between the County and the successor-to-Developer, will the Developer be released from any obligations and responsibilities arising under or attributable to the Agreement, and only where the County has received notice of and accepted work performed by the successor-to-Developer.

24. **Disclaimer of Third Party Beneficiaries.** No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party to this Agreement. The Principals agree that this Section 24 may not be applied to provisions of this Agreement to situations where the Principals have authorized one party to be a third party beneficiary to the construction, design, or other agreement authorized herein or any assignee under this Agreement.

25. **No Partnership or Joint Venture.** Nothing in this Agreement is intended to create a partnership or joint venture between the parties and neither party shall be construed to be the partner or joint venturer of the other party for any purpose.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement or caused this Escrow Agreement to be executed and delivered by their duly authorized officers on the dates noted below.

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

DEVELOPER:

ORLANDO LEASED HOUSING
ASSOCIATES XIV, LLLP, a Florida
limited partnership

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

Signature:

Printed Name:

Adam Hodges
Adam Hodges

Signature:

Printed Name:

James Ivey
James Ivey

By: Orlando Leased Housing Associates
XIV, LLC, a Minnesota limited
liability company
Its: General Partner

By: Katessa G. Archer
Its: Manager

Date: June 11 2026

STATE OF Georgia)
COUNTY OF Dekalb) ss.

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 11 day of June, 2026, by Katessa
G. Archer as Manager of Orlando Leased Housing Associates XIV, LLC, a Minnesota limited
liability company, which is the general partner of Orlando Leased Housing Associates XIV, LLLP,
a Florida limited partnership, on behalf of such general partner on behalf of such limited
partnership, who ☒ is personally known to me or ☐ has produced
_____ as identification.

(Notary Seal)



Shandon Hubbard

Notary Public

Shandon Hubbard

Name Printed or Stamped

My Commission Expires: 10/12/27

Current Land Owner:

OC-IB II Property Owner, LLC,
a Delaware limited liability company

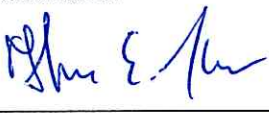
By: 

Print Name: William Q. O'Connor

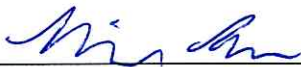
Title: Authorized Person

Date: June 8, 2026

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

Signature: 

Printed Name: Thomas Huth

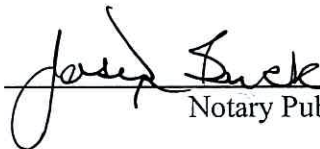
Signature: 

Printed Name: Michael Boehm

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 8th day of June, 2026, by William
Q. O'Connor as Authorized Person of OC-IB II Property Owner, LLC, a Delaware limited liability
company, on behalf of the company, who ☒ is personally known to me or ☐ has produced
_____ as identification.

(Notary Seal)


Notary Public

Joseph Buck
Name Printed or Stamped

JOSEPH BUCK
Notary Public, State of New York
Registration No. 01BU6429445
Qualified in Kings County
Commission Expires: 02-14-2030

My Commission Expires: 2/14/2030

Signed, sealed, and delivered in the presence
of:

ESCROW AGENT:
Orange County Comptroller

Attest: _____

By: _____

Print Name: _____

Phil Diamond, CPA
Orange County Comptroller

Title: _____

Date: _____

Exhibit A

The Property

[see following three (3) sketches of description, totaling six (6) pages]

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 34, TOWNSHIP 24 SOUTH, RANGE 29 EAST,
ORANGE COUNTY, FLORIDA

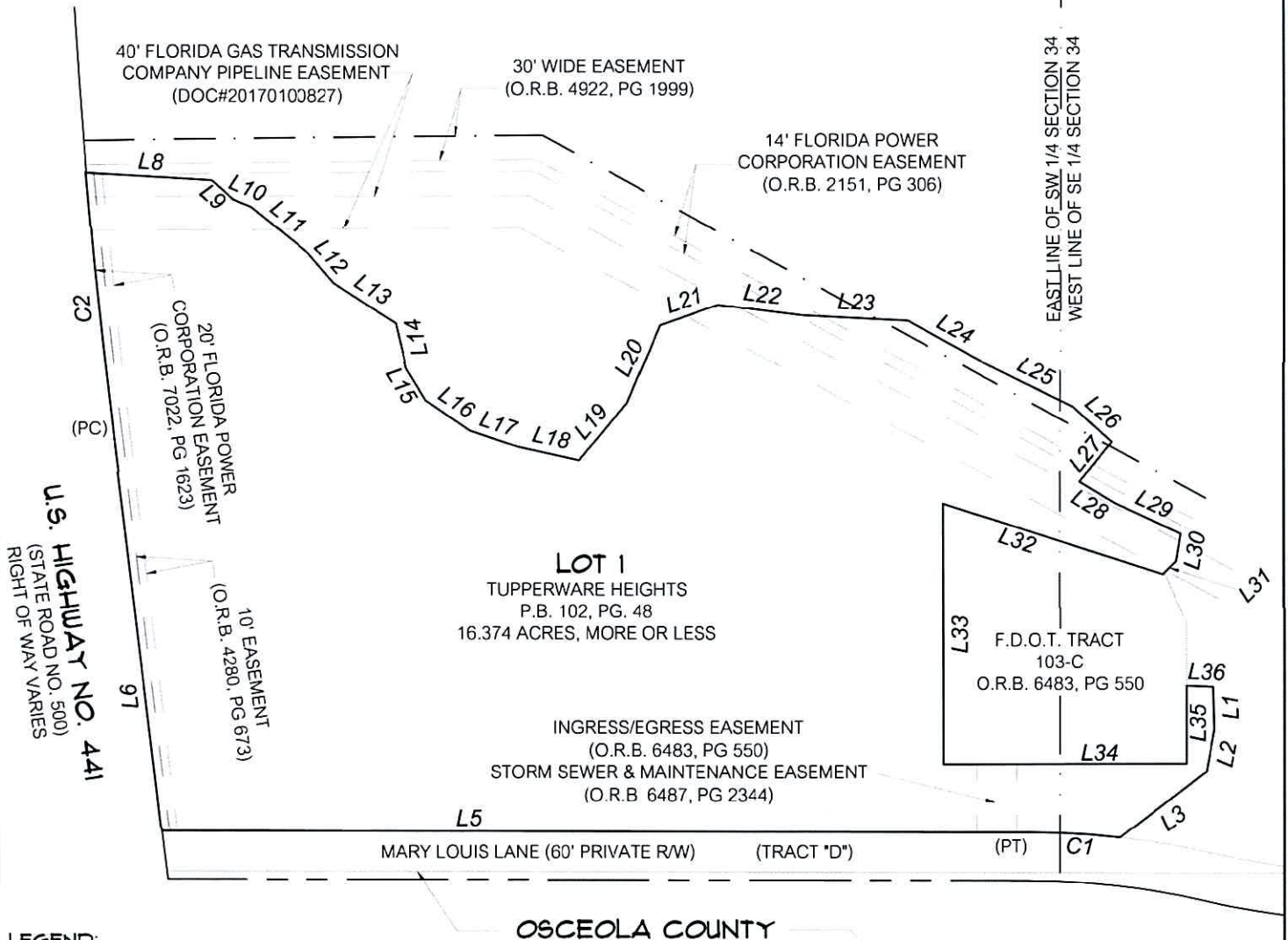
SKETCH - NOT A BOUNDARY SURVEY



GRAPHIC SCALE



TRACT "B"
TUPPERWARE HEIGHTS
P.B. 102, PG. 48
(CONSERVATION AREA)



LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
DOC# = DOCUMENT NUMBER
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY

SURVEYOR'S NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED
ON A VALUE OF N 89°53'31" W OF THE SOUTH
LINE OF SECTION 34.

**DESCRIPTION &
LINE TABLE:**
(SEE SHEET 2 OF 2)

CERTIFIED TO:

DOMINIUM
ORANGE COUNTY UTILITIES

This map prepared by:
CLINTON N. RICKNER
CERTIFICATE OF AUTHORIZATION NO. 1, B. 8246
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF
A FLORIDA LICENSED SURVEYOR AND MAPPER

CLINTON N. RICKNER

Clinton N. Rickner

Professional Surveyor & Mapper, License No. 7409



DATE: 04/24/2026

TECHNICIAN:
CNR

CHECKED BY:
CNR

PROJECT NUMBER:
24-0940

SCALE: 1" = 200'

VERIFY SCALE:
BY ELECTRONIC MEANS
ON ORIGINAL DRAWING

IF NOT ONE HALF INCH
ON THIS SHEET, ADJUST
SCALE TO MATCH

SCALE: 1" = 200'

N|V|5

6200 Lee Vista Blvd, Suite 400
Orlando, Florida 32822
(407) 896-3317
www.nv5.com

LB-8246

SHEET NO.
1 OF 2

LEGAL DESCRIPTION

LOT 1 OF TUPPERWARE HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGES 48 THROUGH 62 INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CONTAINING 16.374 ACRES, MORE OR LESS.

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	111.28'	1022.11'	6°14'16"	55.69'	111.21'	N 86°46'24" W
C2	330.88'	8442.57'	2°14'44"	165.46'	330.86'	N 5°46'33" W

LINE DATA TABLE			LINE DATA TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S 1°32'08" E	53.51'	L23	S 87°00'02" E	130.72'
L2	S 10°55'57" W	52.56'	L24	S 60°59'59" E	113.26'
L3	S 53°02'11" W	134.38'	L25	S 63°57'48" E	119.56'
L5	N 89°53'31" W	1080.92'	L26	S 47°59'49" E	65.21'
L6	N 6°53'55" W	487.44'	L27	S 38°52'00" W	63.75'
L8	S 86°28'10" E	154.97'	L28	S 58°42'42" E	50.40'
L9	S 48°54'36" E	35.46'	L29	S 65°00'56" E	90.23'
L10	S 67°46'14" E	24.47'	L30	S 9°50'53" W	34.02'
L11	S 51°49'45" E	87.11'	L31	S 45°12'47" W	22.72'
L12	S 40°50'13" E	54.29'	L32	N 72°20'23" W	287.88'
L13	S 57°34'49" E	90.39'	L33	S 0°07'09" E	322.31'
L14	S 13°04'38" E	57.82'	L34	N 89°52'49" E	302.07'
L15	S 31°07'44" E	46.36'	L35	N 0°02'48" W	96.41'
L16	S 65°43'14" E	67.84'	L36	S 87°59'29" E	33.34'
L17	S 71°38'02" E	61.77'			
L18	S 77°30'00" E	78.70'			
L19	N 39°50'25" E	93.02'			
L20	N 22°52'36" E	105.14'			
L21	N 69°58'07" E	75.97'			
L22	S 82°49'20" E	105.72'			

CERTIFIED TO:

DOMINIUM
ORANGE COUNTY UTILITIES

20 OF 2

This map prepared by:

CLINTON N. RICKNER

SEE SHEET ONE OF TWO

Professional Surveyor & Mapper Fla. License No. 7409

DATE
04/24/2026

TECHNICIAN
CNR

CHECKED BY
CNR

PROJECT NUMBER
24-0940

N|V|5

6200 Lee Vista Blvd, Suite 400
Orlando, Florida 32822
(407) 896-3317
www.nv5.com

LB-8246

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 34 AND 35, TOWNSHIP 24 SOUTH, RANGE 29 EAST,
ORANGE COUNTY, FLORIDA

SKETCH - NOT A BOUNDARY SURVEY



GRAPHIC SCALE



TRACT "B"
TUPPERWARE HEIGHTS
P.B. 102, PG. 48
(CONSERVATION AREA)

CONSERVATION
EASEMENT
(O.R.B. 9878, PG 65)

25' UPLAND
BUFFER

15' UTILITY
EASEMENT

LOT 2
TUPPERWARE HEIGHTS
P.B. 102, PG. 48
19.02 ACRES, MORE OR LESS

DRAINAGE
EASEMENT

30' EASEMENT
(O.R.B. 4922, PG 1999)

MARY LOUIS LANE (60' PRIVATE R/W)

197 COUNTY ROAD NO. 527
(SOUTH ORANGE AVENUE)
RIGHT OF WAY VARIES

L119
OSCEOLA CORP.
CENTER REFLA
(P.B. 28, PG. 7)

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
DOC# = DOCUMENT NUMBER
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY

OSCEOLA COUNTY

SURVEYOR'S NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED
ON A VALUE OF N 89° 53' 31" W OF THE SOUTH
LINE OF SECTION 34.

**DESCRIPTION &
LINE TABLE:**
(SEE SHEET 2 OF 2)

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ORANGE COUNTY UTILITIES

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CLINTON N. RICKNER

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NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF
A FLORIDA LICENSED SURVEYOR AND MAPPER

Clinton N. Rickner

Professional Surveyor & Mapper Fla. License No. 7409



DATE: 04/24/2026

TECHNICIAN:

CNR

CHECKED BY:

CNR

PROJECT NUMBER:

24-0940

SCALE: 1" = 200'

VERIFY SCALE

ON THE ONE HALF INCH

ON ORIGINAL DRAWING

IF NOT ONE HALF INCH

ON THE ONE HALF INCH

SCALE, ADOPTED AS A

NIVIS

6200 Lee Vista Blvd, Suite 400
Orlando, Florida 32822
(407) 896-3317
www.nv5.com

LB-8246

SHEET NO.
1 OF 2

LEGAL DESCRIPTION

LOT 2 OF TUPPERWARE HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGES 48 THROUGH 62 INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CONTAINING 19.02 ACRES, MORE OR LESS.

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C3	305.25'	3499.72'	4°59'51"	152.72'	305.15'	S 6°35'30" W
C4	78.80'	1651.86'	2°44'00"	39.41'	78.79'	S 12°23'07" W

LINE DATA TABLE			LINE DATA TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L37	S 17°46'40" W	308.94'	L57	S 4°05'35" W	644.31'
L38	N 89°55'24" W	1175.21'	L59	S 24°51'08" W	37.11'
L39	N 23°47'53" E	97.57'			
L40	N 13°15'09" E	74.44'			
L41	N 47°44'14" E	95.73'			
L42	N 40°17'47" E	94.02'			
L43	N 65°03'50" E	121.21'			
L44	N 48°24'33" E	108.43'			
L45	N 53°21'37" E	108.75'			
L46	N 62°24'30" E	117.83'			
L47	N 46°31'52" E	121.46'			
L48	N 49°33'53" E	153.64'			
L49	N 49°19'53" E	113.91'			
L50	N 50°56'44" E	89.88'			
L51	N 57°13'21" E	102.39'			
L52	N 57°13'32" E	102.11'			
L53	N 48°15'24" E	119.84'			
L54	N 39°50'14" E	142.21'			
L55	N 15°12'29" E	96.58'			
L56 (P)	N 35°44'02" E	126.30'			
L56 (C)	N 35°44'02" E	125.31'			

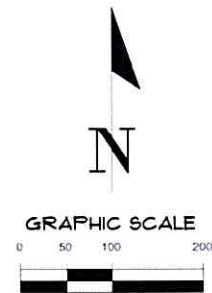
CERTIFIED TO:
DOMINIUM ORANGE COUNTY UTILITIES

SHEET NO. 2 OF 2	This map prepared by:	CLINTON N. RICKNER	DATE	04/24/2026	N V 5 6200 Lee Vista Blvd, Suite 400 Orlando, Florida 32822 (407) 896-3317 www.nv5.com LB-8246
	CERTIFICATE OF AUTHORIZATION NO. 1 B 8246	SEE SHEET ONE OF TWO	TECHNICIAN	CNR	
	NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER	Professional Surveyor & Mapper Fla. License No. 7439	CHECKED BY:	CNR	
			PROJECT NUMBER	24-0940	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 35, TOWNSHIP 24 SOUTH,
RANGE 29 EAST,
ORANGE COUNTY, FLORIDA

***SKETCH - NOT A BOUNDARY
SURVEY***



TRACT "C"
TUPPERWARE HEIGHTS
P.B. 102, PG. 48
(CONSERVATION AREA)

LOT 3
TUPPERWARE HEIGHTS
P.B. 102, PG. 48
26.129 ACRES, MORE OR LESS

DESCRIPTION AND LINE TABLE:
(SEE SHEET 2 OF 2)

SURVEYOR'S NOTES:

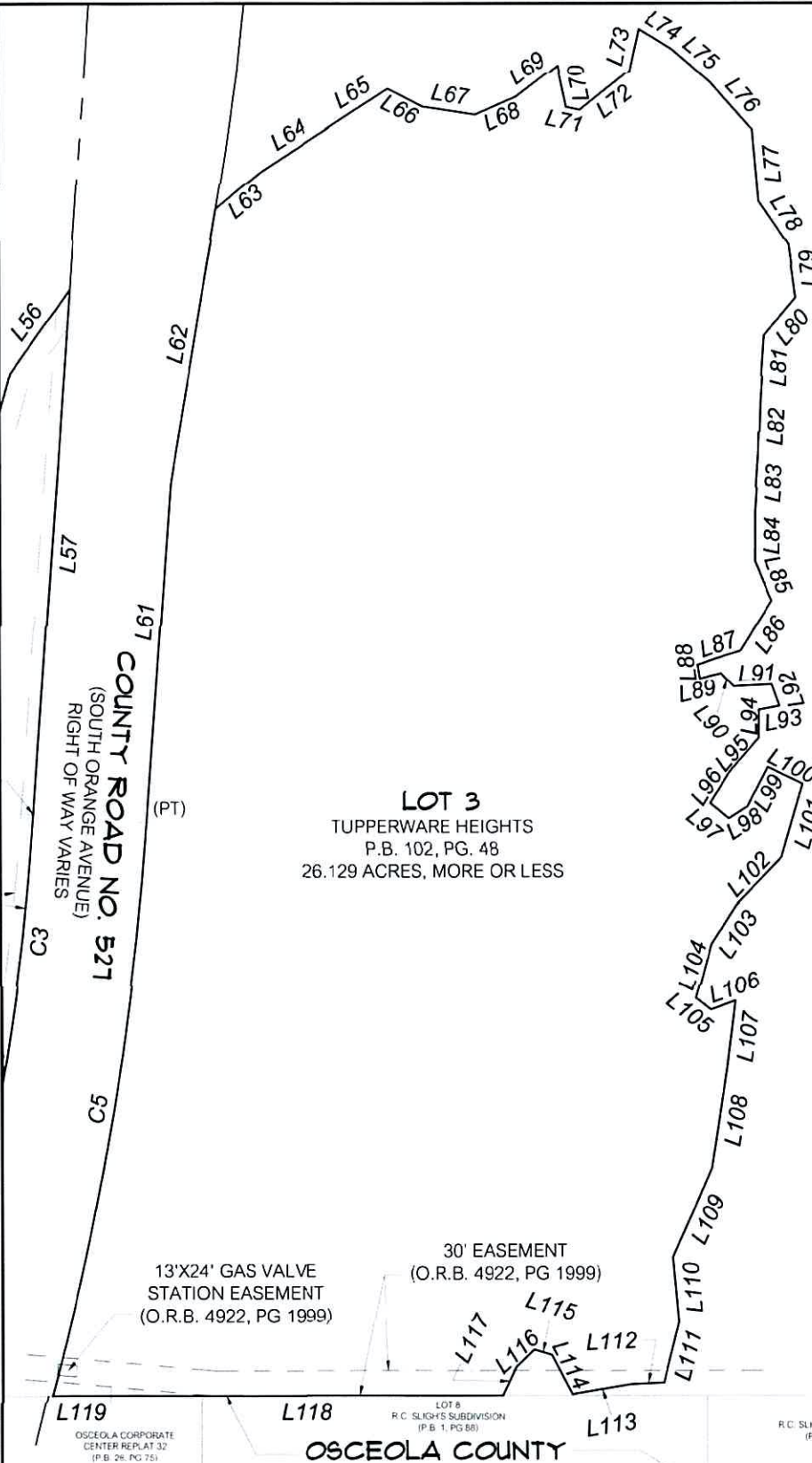
1.) BEARINGS SHOWN HEREON ARE BASED
ON A VALUE OF N 89°53'31" W OF THE SOUTH
LINE OF SECTION 34.

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
DOC# = DOCUMENT NUMBER
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY

CERTIFIED TO:

DOMINIUM
ORANGE COUNTY UTILITIES



SHEET NO. 1 OF 2	This map prepared by:		CLINTON N. RICKNER	DATE 04/24/2026	SCALE 1" = 200'
	CERTIFICATE OF AUTHORIZATION NO. 1 B 8246			TECHNICIAN CNR	
	NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.			CHECKED BY CNR	
				PROJECT NUMBER 24-0940	
6200 Lee Vista Blvd, Suite 400 Orlando, Florida 32822 (407) 896-3317 www.nv5.com LB-8246					

LEGAL DESCRIPTION

LOT 3 OF TUPPERWARE HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGES 48 THROUGH 62 INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

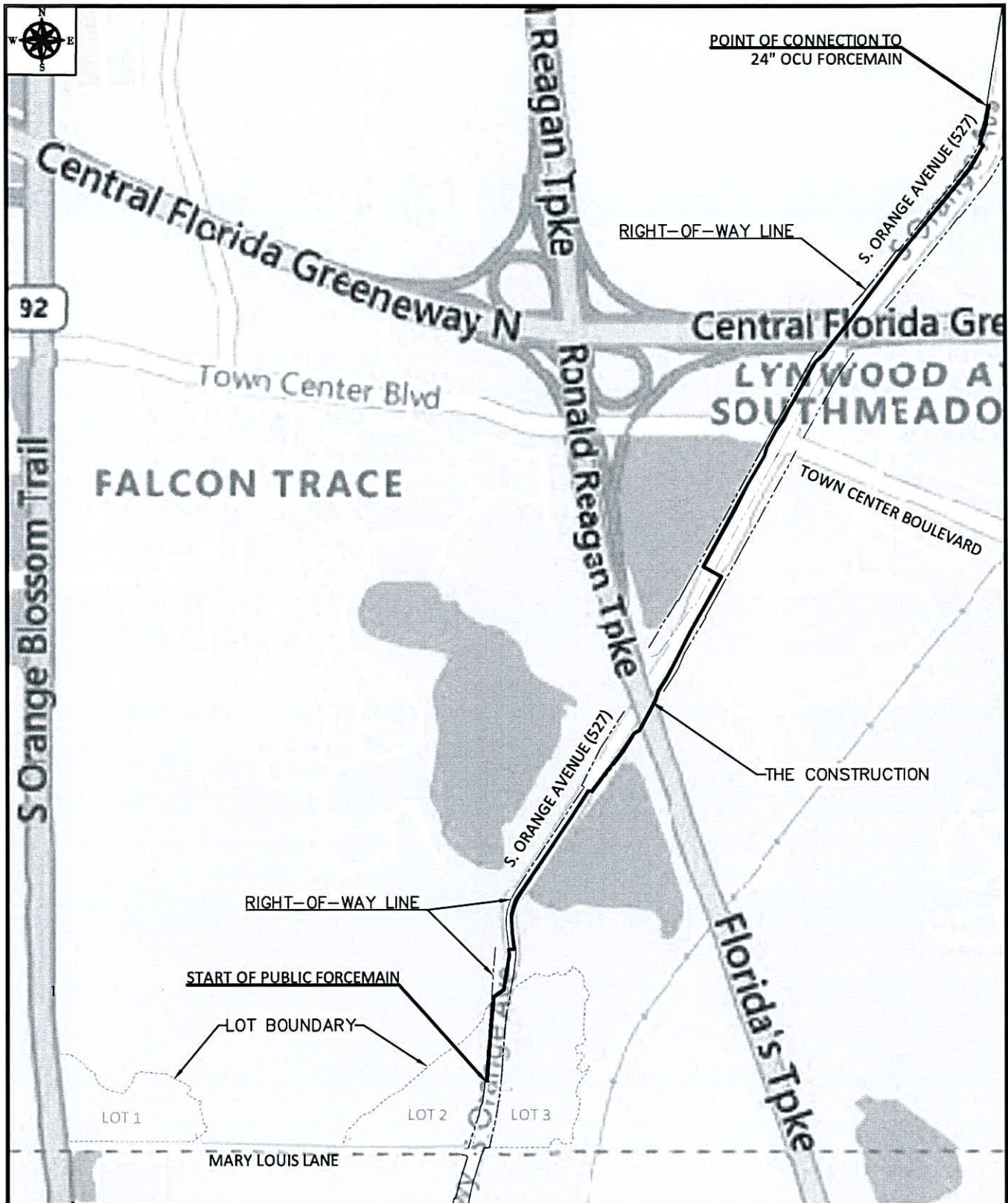
CONTAINING 26.129 ACRES, MORE OR LESS.

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C5	709.41'	3639.72'	11°10'03"	355.83'	708.29'	N 9°40'36" E

LINE DATA TABLE			LINE DATA TABLE			LINE DATA TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L61	N 4°05'35" E	416.47'	L81	S 3°58'11" W	77.26'	L101	S 15°54'15" W	93.96'
L62	N 9°32'49" E	339.56'	L82	S 2°05'05" W	67.56'	L102	S 43°55'25" W	82.17'
L63	N 50°48'28" E	69.84'	L83	S 3°42'07" W	69.54'	L103	S 33°07'47" W	55.15'
L64	N 56°41'40" E	110.79'	L84	S 0°25'48" W	61.76'	L104	S 15°27'41" W	68.76'
L65	N 57°35'18" E	78.54'	L85	S 22°25'15" E	52.50'	L105	S 52°19'03" E	23.49'
L66	S 62°51'48" E	47.51'	L86	S 32°30'58" W	71.14'	L106	N 69°50'08" E	31.74'
L67	S 81°21'22" E	66.18'	L87	S 71°35'48" W	55.67'	L107	S 7°05'15" W	83.42'
L68	N 66°28'14" E	54.78'	L88	S 8°57'15" E	16.67'	L108	S 8°48'53" W	123.16'
L69	N 52°59'16" E	63.75'	L89	N 76°28'50" E	27.09'	L109	S 24°02'51" W	118.24'
L70	S 11°54'29" E	51.97'	L90	S 43°57'11" E	23.75'	L110	S 5°14'55" E	79.64'
L71	S 78°17'31" E	17.24'	L91	N 87°01'46" E	46.43'	L111	S 14°08'37" W	76.08'
L72	N 51°30'14" E	77.07'	L92	S 19°43'48" E	27.89'	L112	S 87°35'19" W	39.23'
L73	N 12°19'03" E	51.86'	L93	S 79°17'38" W	25.69'	L113	S 80°42'00" W	73.89'
L74	S 58°36'37" E	48.34'	L94	S 0°38'10" W	35.14'	L114	N 28°07'02" W	53.75'
L75	S 49°24'17" E	61.58'	L95	S 41°16'30" W	54.27'	L115	N 73°43'32" W	21.96'
L76	S 41°27'55" E	77.58'	L96	S 31°30'25" W	45.09'	L116	S 46°56'43" W	29.84'
L77	S 5°04'08" E	88.26'	L97	S 50°49'53" E	29.57'	L117	S 25°59'07" W	38.81'
L78	S 34°46'41" E	63.06'	L98	N 56°56'52" E	26.76'	L118	N 89°54'09" W	483.97'
L79	S 7°40'16" E	66.81'	L99	N 27°24'59" E	54.61'	L119	N 89°55'24" W	71.67'
L80	S 40°11'03" W	60.13'	L100	S 64°32'18" E	47.08'			

CERTIFIED TO:	
	DOMINIUM ORANGE COUNTY UTILITIES

SHEET NO. 2 OF 2	This map prepared by:	CLINTON N. RICKNER	DATE	04/24/2026		6200 Lee Vista Blvd, Suite 400 Orlando, Florida 32822 (407) 896-3317 www.nv5.com LB-8246
	CERTIFICATE OF AUTHORIZATION NO. LB 8246		TECHNICIAN	CNR		
	NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	SEE SHEET ONE OF TWO	CHECKED BY	CNR		
		Professional Surveyor & Mapper Fla. License No. 7439	PROJECT NUMBER	24-0940		



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ENR 9816

Exhibit B - The Construction

Exhibit B
Page 1 of 1

FEDEX LABEL FOR SELLER USE