

AGREEMENT FOR COMMUNITY DEVELOPMENT DISTRICT

THIS AGREEMENT is made this _____ day of _____, 2019, by and between Park Square Enterprises, LLC, a Delaware limited liability company (hereinafter called "Petitioner"), and Orange County, Florida, a political subdivision of the State of Florida (hereinafter "County").

RECITALS

WHEREAS, on May 7, 2019, the Petitioner filed, pursuant to Chapter 190, Florida Statutes, a petition to establish Grande Pines Community Development District (the "District") relating to lands located entirely within unincorporated Orange County, Florida; and

WHEREAS, in accordance with Chapter 190, *Florida Statutes*, the County has reviewed the petition and held the requisite duly noticed public hearing in accordance with section 190.005, *Florida Statutes*; and

WHEREAS, as part of the consideration and approval of the creation of Grande Pines Community Development District, the County requires the execution of this Agreement relating to the land affected by said District and described on **Exhibit A**, attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the County and the Petitioner wish to clarify the intended roles and responsibilities of the County and the proposed District relating to the provision of infrastructure and services serving the Property within the District; and

WHEREAS, the Petitioner certifies that Petitioner has obtained the consent of 100% of the landowners in the proposed District and is willing to present to the District, once it is established, an interlocal agreement (the "Interlocal Agreement") setting forth the respective responsibilities and obligations of the County and the District for certain infrastructure and

services, the form of the Interlocal Agreement being attached hereto as **Exhibit B** and by this reference incorporated herein; and

WHEREAS, the Petitioner has negotiated with the County and agrees to the content of the Interlocal Agreement including, but not limited to, matters with regard to landscaping, hardscaping, signage, irrigation and lighting; public finance and debt; and powers conferred upon the District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the County has relied upon the representations of the Petitioner regarding the presentation of the Interlocal Agreement to formalize and ratify the District's commitment to provide certain infrastructure in consideration of the County's decision to enact an ordinance to establish the District.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration each to the other provided, the parties agree as follows:

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

2. **Obligation of Petitioner.** The Petitioner's obligations shall be as follows:

2.1 The Petitioner agrees that it will present to the District Board of Supervisors (the "Board") for its consideration at a public meeting of the District the Interlocal Agreement in the form attached hereto as **Exhibit B**. The Petitioner agrees to present said Interlocal Agreement to the Board seeking an affirmative vote of the members of the Board approving the Interlocal Agreement and to secure execution of said Interlocal Agreement within ninety (90) days of the effective date of the ordinance establishing the District.

2.2 In the event the District fails to approve the Interlocal Agreement in the form attached hereto and transmit the executed Interlocal Agreement to the County, within

ninety (90) days of the effective date of the ordinance creating the District, Petitioner agrees that it shall not object, and Petitioner hereby waives its right to object, to the County's repeal of said ordinance since the Interlocal Agreement constitutes a significant consideration and inducement to County in creating said District. The Interlocal Agreement shall be recorded in the Public Records of Orange County. If the District fails to execute the Interlocal Agreement in substantially the form attached hereto, and/or takes any action contrary to the terms contained in the Interlocal Agreement prior to its execution by the District, then, in addition to any other remedies the County may have under this Agreement or otherwise, the County shall have the power to withhold development approval or development permits for the property in the District and the Petitioner and the District hereby waive any rights to contest such a denial or withholding of development approval(s) up to and including the effective date of the repeal of said ordinance.

2.3 In the event the Board executes the Interlocal Agreement in substantially the form attached hereto within ninety (90) days of the effective date of the ordinance establishing the District, and returns the executed Interlocal Agreement to the County, then the obligation of the Petitioner under this subsection 2.3 shall be considered executed in full without any further action of the County, the District or the Petitioner. The mailing by certified mail or overnight delivery of two original signed Interlocal Agreements to the County Attorney shall satisfy Petitioner's obligation under this Agreement and shall relieve Petitioner from any liability or obligation in any form contained in subsection 2.2.

2.4 *Disclosure; Assessments.*

2.4.1 Petitioner further agrees that to the extent it is involved in the sale of real estate within the District, once established, it shall comply fully with the

disclosure requirement to purchasers set forth in section 190.048, *Florida Statutes*, as the same may be amended from time to time.

2.4.2 Petitioner further agrees that it will execute a Declaration of Consent to Assessments ("Declaration") which will be recorded in the Official Records of Orange County, Florida within thirty (30) days after the levy of any assessments by the District, which Declaration shall apply to all land in the District being marketed for sale by Petitioner.

2.4.3 [Reserved]

3. *Obligations of County.* The County has considered in good faith the Interlocal Agreement in the form attached hereto, has approved and authorized the execution of the Interlocal Agreement and has transmitted it to the Petitioner. The Interlocal Agreement shall be in effect upon execution and as provided therein

4. *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement, Ordinance No. 2019-___, and the Interlocal Agreement shall bind the Petitioner to the extent permitted or allowed by law. However, no other third parties may rely upon this Agreement or the Interlocal Agreement unless specifically provided for herein or therein.

5. *Materiality of Interlocal Agreement.* The County and the Petitioner agree that there are certain provisions contained within the Interlocal Agreement between the County and the District that are material to the relationship of the District and the County. More specifically, the terms and conditions set forth in Section 4(A) through 4(E) of the Interlocal Agreement were of vital importance to the County in making the decision to enact Ordinance No. 2019-___ establishing the District and approving the Interlocal Agreement. The County and the Petitioner agree that should any material word, sentence, or other provision contained within the above listed

Sections of the Interlocal Agreement be stricken by a court of competent jurisdiction, the County shall have the right to require renegotiation of the stricken provisions pursuant to Section 6 of this Agreement, and the Petitioner shall not challenge the right of the County to require such renegotiation.

6. **Severability.** The County and the Petitioner agree that should any material word, sentence, or other provision of this Agreement be stricken by a court of competent jurisdiction, the County shall have the right to require renegotiation by the Petitioner of that portion of the Agreement that has been stricken in order to negotiate mutually acceptable replacement language consistent with the ruling of the court while taking into account the contractual rights of the persons or entities to whom the Petitioner is obligated.

7. **Notice; Proper Form.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (1) when hand delivered to the official hereafter designated, or (2) upon receipt of such notice when deposited in United States certified mail, postage prepaid, return receipt requested or by overnight delivery service, addressed to a party at the address set forth below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

Petitioner: Park Square Enterprises, LLC
5200 Vineland Road, Suite 200
Orlando, Florida 32811
Attn: Suresh Gupta

With copy to: AG-RW Grande Pines, LLC
c/o Angelo, Gordon & Co., L.P.
245 Park Avenue, 26th Floor
New York, NY 10167
Attn:

Orange County County Administration
Orange County Board of County Commissioners
P.O. Box 1393
Orlando, Florida 32802

With a copy to: Orange County Attorney
P.O. Box 1393
Orlando, Florida 32802

8. ***Time of the Essence.*** Time is hereby declared of the essence in the performance of the duties and obligation of the respective parties pursuant to this Agreement.

9. ***Applicable Law.*** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

10. ***Waiver of Challenge Understandings.*** The County and the Petitioner agree that this Agreement, the Interlocal Agreement, and Ordinance No. 2019-___ shall not be subject to legal challenge by Petitioner or its successors or assigns. If such a challenge is filed in court by Petitioner, or any successor or assign of Petitioner, or an related or affiliated entity or organization of Petitioner on any date prior to the effective date of a final bond validation judgment in favor of the District, the County may, following notice to Petitioner and District, take steps to repeal Ordinance No. 2019-___.

11. ***Residential Comprehensive Plan Designation or Rezoning.*** Should Petitioner, its successors, assigns, or contract purchasers apply to amend its comprehensive plan designation or zoning to permit or allow residential uses other than the currently permitted uses with regard to the Property, Petitioner expressly agrees as follows:

11.1 Petitioner acknowledges that it has participated in the negotiation of the Interlocal Agreement between the County and the Grande Pines Community Development District; and

11.2 Petitioner accepts and acknowledges the condition waiving the right of Grande Pines Community Development District to impose taxes or assessments on residentially zoned or used properties for District operations or to pay or retire District debt (excluding hotel, resort residential and short term rental units, as detailed in 11.4); and

11.3 Petitioner acknowledges that this prohibition on taxation or assessment of residentially zoned or used property is set forth in Section 4(B) of the Interlocal Agreement;

11.4 County and Petitioner agree this prohibition described in this Section 11 does not apply to hotel units, resort residential or short term rental units (which terms "resort residential" or "short term rental" for purposes of this Agreement and the Interlocal Agreement shall mean the use in compliance with those conditions set forth in the Orangewood N-2 Planned Development and Land use Plan approved on April 13, 2016, CDR Number 18-07-230, approved February 23, 2019, and CDR 18-07-231, approved May 21, 2019 as may be amended by further County approvals; and

11.5 Petitioner, or its successors, assigns, and contract purchasers, acknowledges and agrees that should any such current or future property owner apply for a comprehensive plan amendment, rezoning, or DRI development order to permit a residential use (other than the currently permitted timeshare, hotel, resort residential, and short term rental uses), that the County may accept the fact that the property for which such residential use is sought has been or could be subject to District ad valorem taxes or assessments which is prohibited by this Agreement, as substantial and competent evidence to deny any such plan amendment, rezoning, or DRI development order.

11.6 This provision shall survive any other provisions of this Agreement which may expire and shall remain in force for so long as the District is assessing any taxes, assessments, or other charges or has debt outstanding.

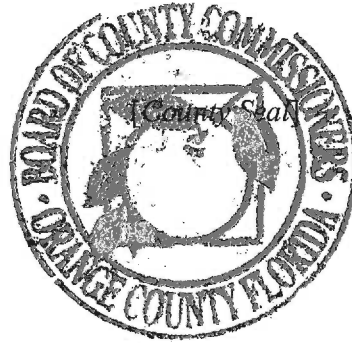
12. ***Effective Date.*** This Agreement shall become effective upon the date of execution by the County and the Petitioner, whichever date is later.

Orange County, Florida
By: Board of County Commissioners

By: Jerry L. Demings
By: Jerry L. Demings, Mayor

Attest: Phil Diamond, County Comptroller
As Clerk to the Board of County Commissioners

Phil Diamond



**Park Square Enterprises, LLC, a
Delaware limited liability company**

By: [Signature]
Name: Suresh Gupta
Title: Manager

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 16 day of October, 2019, by Suresh Gupta as Manager of Park Square Enterprises, LLC, a Delaware limited liability company, on behalf of said company. He/she is personally known to me OR has ___ produced a valid driver's license as identification.



[Signature]
(Signature of Notary Public)
Judith Combs
(Printed Name of Notary Public)
My Commission Number: GG100520
My Commission Expires: 5/10/2021

Exhibit A
Legal Description

**LEGAL DESCRIPTION OF THE
GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
SHALL CONSIST OF THE FOLLOWING FIVE PARCELS**

<u>PARCEL</u>	<u>ACRES</u>
Phase 1 & 2:	55.55 acres
Phase 3:	30.31 acres
Phase 4 (Part 1):	6.48 acres
Phase 4 (Part 2):	14.44 acres
Conservation Area:	12.01 acres
Total Acreage of CDD:	118.79 acres

[SKETCHES AND DESCRIPTIONS FOLLOW]

SKETCH OF DESCRIPTION

SHEET 1 OF 8

LEGAL DESCRIPTION OF PHASE 1 & 2

A parcel of land comprising a portion of Lake 9, a portion of Lake 4, a portion of Golf Course Parcel 3, a portion of Parcel 11, Orangewood Neighborhood 2, as recorded in Plat Book 17, Pages 81 through 87, Public Records of Orange County, Florida.

Being more particularly described as follows:

Commencing at the Northwestern most corner of Lake 9 and the Northeastern most corner of Golf Course Parcel 1 being a point on a non tangent curve, concave Northeasterly having a radius of 1137.00 feet, with a chord bearing of South 55°09'04" East, and a chord distance of 26.30 feet, thence run Southeasterly along the arc of said curve through a central angle of 01°19'32" for a distance of 26.30 feet to a point of tangency; thence run South 55°48'50" East for a distance of 12.73 feet; thence run South 70°42'36" East for a distance of 31.76 feet to the point of curvature of a curve, concave Northeasterly having a radius of 2814.51 feet, with a chord bearing of South 73°02'24" East, and a chord distance of 228.88 feet, thence run Southeasterly along the arc of said curve through a central angle of 04°39'38" for a distance of 228.94 feet to a point on a non tangent line; thence run South 14°37'46" West for a distance of 8.00 feet to a point on a non tangent curve and the POINT OF BEGINNING; said curve being concave Northeasterly having a radius of 2822.51 feet, with a chord bearing of South 76°51'03" East, and a chord distance of 145.83 feet, thence run Southeasterly along the arc of said curve through a central angle of 02°57'38" for a distance of 145.85 feet to a point of tangency; thence run South 78°19'52" East for a distance of 506.47 feet; thence run North 11°40'08" East for a distance of 10.00 feet; thence run South 78°19'52" East for a distance of 850.00 feet; thence run South 11°40'08" West for a distance of 10.00 feet thence run South 78°19'52" East for a distance of 319.37 feet to the point of curvature of a curve, concave Southwesterly having a radius of 873.93 feet, with a chord bearing of South 77°22'34" East, and a chord distance of 29.13 feet, thence run Southeasterly along the arc of said curve through a central angle of 01°54'36" for a distance of 29.13 feet to a point on a non tangent line; thence run South 13°34'43" West for a distance of 5.00 feet to the point of curvature of a curve, concave Southwesterly having a radius of 868.42 feet, with a chord bearing of South 71°10'08" East, and a chord distance of 159.10 feet, thence run Southeasterly along the arc of said curve through a central angle of 10°30'41" for a distance of 159.32 feet to a point of tangency; thence run South 65°54'36" East for a distance of 61.40 feet to a point on non tangent curve, concave Northwesterly having a radius of 1549.86 feet, with a chord bearing of South 42°32'54" West, and a chord distance of 352.89 feet, thence run Southwesterly along the arc of said curve through a central angle of 13°04'27" for a distance of 353.66 to a point on a non tangent curve; concave Southwesterly having a radius of 371.33 feet, with a chord bearing of South 40°42'40" East, and a chord distance of 19.32 feet, thence run Southeasterly along the arc of said curve through a central angle of 02°58'53" for a distance of 19.32 feet to a point of tangency; thence run South 39°13'13" East for a distance of 280.78 feet to a point on the Northwesterly right-of-way line of International Drive and a point on a non tangent curve, concave Northwesterly having a radius of 1849.86 feet, with a chord bearing of South 50°53'36" West, and a chord distance of 100.00 feet, thence run Southwesterly along the arc of said curve through a central angle of 03°05'52" for a distance of

CONTINUED ON SHEET 2



**ALLEN
&
COMPANY**

Professional Surveyors & Mappers

16 East Plant Street
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH/SOUTH CENTERLINE OF SECTION 13-24-28 BEING AN ASSUMED BEARING OF S00°24'42"E.

SK14
REV 1-25-16
REV 7-26-18

JOB NO. 20130298

DATE: 9-21-2015

SCALE: 1" = 300 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: DY/PJR

CHECKED BY: EGT

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 8

CONTINUED FROM SHEET 1

100.01 feet to a point on a non tangent line; thence run North 39°13'13" West for a distance of 280.59 feet to the point of curvature of a curve, concave Southwesterly having a radius of 271.33 feet, with a chord bearing of North 41°17'25" West, and a chord distance of 19.60 feet, thence run Northwesterly along the arc of said curve through a central angle of 04°08'24" for a distance of 19.61 feet to a point on a non tangent line; thence run South 52°53'14" West for a distance of 600.38 feet; thence run South 22°07'41" West for a distance of 123.20 feet; thence run South 67°52'19" East for a distance of 189.74 feet to the point of curvature of a curve, concave Southwesterly having a radius of 83.00 feet, with a chord bearing of South 53°59'08" East, and a chord distance of 39.84 feet, thence run Southeasterly along the arc of said curve through a central angle of 27°46'21" for a distance of 40.23 feet to a point of tangency; thence run South 40°05'58" East for a distance of 24.55 feet; thence run South 52°53'14" West for a distance of 35.05 feet; thence run North 40°05'58" West for a distance of 34.59 feet; thence run North 67°52'19" West for a distance of 616.97 feet; thence run South 15°33'00" West for a distance of 54.05 feet; thence run South 83°39'09" West for a distance of 731.02 feet; thence run North 50°55'34" West for a distance of 681.39 feet; thence run South 51°33'18" West for a distance of 11.65 feet; thence run North 38°26'42" West for a distance of 130.01 feet; thence run North 51°33'18" East for a distance of 90.92 feet to the point of curvature of a curve, concave Southerly having a radius of 30.00 feet, with a chord bearing of North 81°51'49" East, and a chord distance of 30.28 feet, thence run Easterly along the arc of said curve through a central angle of 60°37'02" for a distance of 31.74 feet to a point on a non tangent line; thence run North 39°04'26" East for a distance of 172.66 feet to a point on a non tangent curve, concave Southerly having a radius of 190.00 feet, with a chord bearing of North 89°50'08" West, and a chord distance of 237.12 feet, thence run Westerly along the arc of said curve through a central angle of 77°13'08" for a distance of 256.07 feet to a point of tangency; thence run South 51°33'18" West for a distance of 74.04 feet; thence run North 16°41'39" West for a distance of 429.93 feet; thence run North 44°29'36" East for a distance of 340.87 feet to a point on a non tangent curve, concave Northerly having a radius of 130.00 feet, with a chord bearing of South 89° 25' 08" East, and a chord distance of 100.47 feet, thence run Easterly along the arc of said curve through a central angle of 45° 27' 53" for a distance of 103.16 feet to a point of reverse curvature of a curve, concave Southerly having a radius of 125.00 feet, with a chord bearing of North 88° 27' 37" East, and a chord distance of 88.01 feet, thence run Easterly along the arc of said curve through a central angle of 41° 13' 22" for a distance of 89.93 feet to a point of tangency; thence run South 70° 55' 42" East for a distance of 259.79 feet to the point of curvature of a curve, concave Southwesterly having a radius of 100.00 feet, with a chord bearing of South 54° 25' 15" East, and a chord distance of 56.83 feet, thence run Southeasterly along the arc of said curve through a central angle of 33° 00' 55" for a distance of 57.62 feet to a point on a non tangent line; thence run North 52°00'27" East for a distance of 91.30 feet to the POINT OF BEGINNING;

contains 55.55 acres, more or less.



**ALLEN
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COMPANY**

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THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

● DENOTES CHANGE IN DIRECTION
 R/W DENOTES RIGHT-OF-WAY
 C DENOTES CENTERLINE
 P.C. DENOTES POINT OF CURVATURE
 P.T. DENOTES POINT OF TANGENCY
 P.R.C. DENOTES POINT OF REVERSE CURVATURE
 P.C.C. DENOTES POINT OF COMPOUND CURVATURE

SK14
REV 1-25-16
REV 7-26-18

JOB NO. 20130298

CALCULATED BY: JLR

DATE: 9-21-2015

DRAWN BY: DY/PJR

SCALE: 1" = 300 FEET

CHECKED BY: EGT

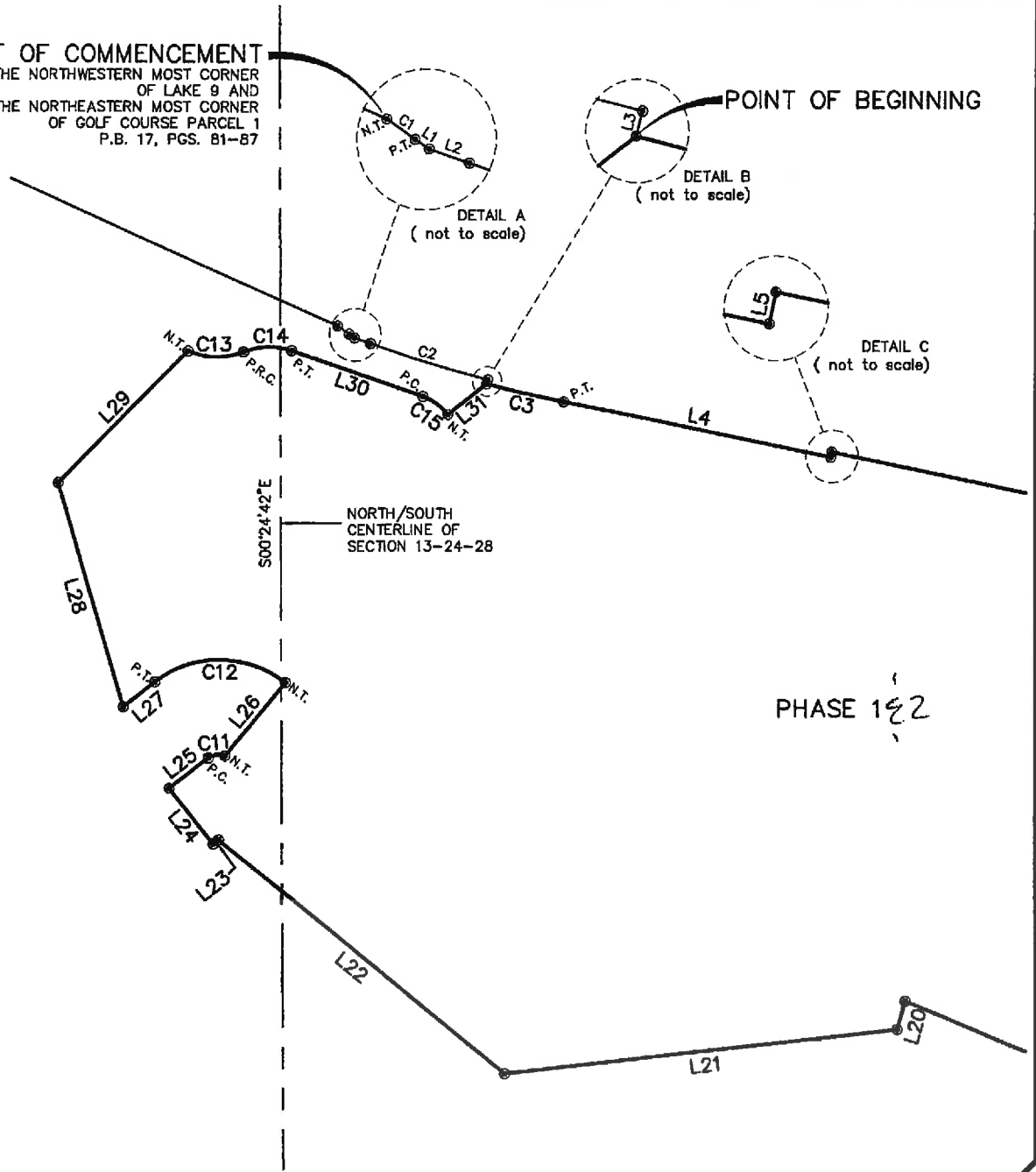
FIELD BY: N/A

SKETCH OF DESCRIPTION

SHEET 3 OF 8

POINT OF COMMENCEMENT
 THE NORTHWESTERN MOST CORNER
 OF LAKE 9 AND
 THE NORTHEASTERN MOST CORNER
 OF GOLF COURSE PARCEL 1
 P.B. 17, PGS. 81-87

POINT OF BEGINNING



PHASE 1 & 2



16 East Plant Street
 Winter Garden, Florida 34787 • (407) 654 5355

THIS IS NOT A SURVEY:

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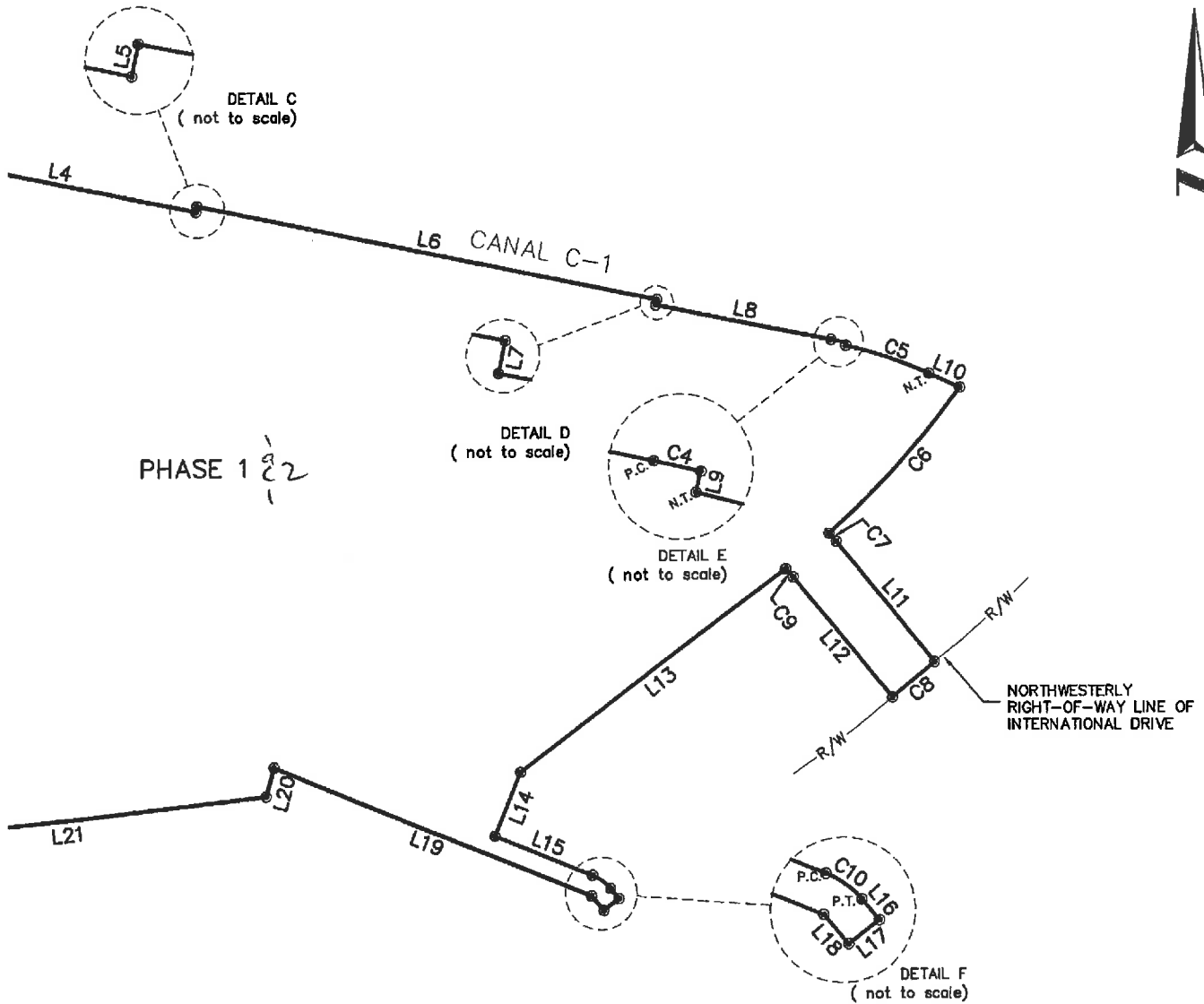
SK14
 REV 1-25-16
 REV 7-26-18

JOB NO. 20130298
 DATE: 9-21-2015
 SCALE: 1" = 300 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: DY/PJR
 CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 4 OF 8



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

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- ⊙ DENOTES CENTERLINE
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- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

SK14
REV 1-25-16
REV 7-26-18

JOB NO. 20130298
DATE: 9-21-2015
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FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: DY/PJR
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SKETCH OF DESCRIPTION

SHEET 5 OF 8

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.73'	S55°48'50"E
L2	31.76'	S70°42'36"E
L3	8.00'	S14°37'46"W
L4	506.47'	S78°19'52"E
L5	10.00'	N11°40'08"E
L6	850.00'	S78°19'52"E
L7	10.00'	S11°40'08"W
L8	319.37'	S78°19'52"E
L9	5.00'	S13°34'43"W
L10	61.40'	S65°54'36"E
L11	280.78'	S39°13'13"E
L12	280.59'	N39°13'13"W
L13	600.38'	S52°53'14"W
L14	123.20'	S22°07'41"W
L15	189.74'	S67°52'19"E
L16	24.55'	S40°05'58"E
L17	35.05'	S52°53'14"W
L18	34.59'	N40°05'58"W
L19	616.97'	N67°52'19"W
L20	54.05'	S15°33'00"W
L21	731.02'	S83°39'09"W
L22	681.39'	N50°55'34"W

LINE TABLE		
LINE	LENGTH	BEARING
L23	11.65'	S51°33'18"W
L24	130.01'	N38°26'42"W
L25	90.92'	N51°33'18"E
L26	172.66'	N39°04'26"E
L27	74.04'	S51°33'18"W
L28	429.93'	N16°41'39"W
L29	340.87'	N44°29'36"E
L30	259.79'	S70°55'42"E
L31	91.30'	N52°00'27"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1137.00'	26.30'	26.30'	S55°09'04"E	1°19'32"
C2	2814.51'	228.94'	228.88'	S73°02'24"E	4°39'38"
C3	2822.51'	145.85'	145.83'	S76°51'03"E	2°57'38"
C4	873.93'	29.13'	29.13'	S77°22'34"E	1°54'36"
C5	868.42'	159.32'	159.10'	S71°10'08"E	10°30'41"
C6	1549.86'	353.66'	352.89'	S42°32'54"W	13°04'27"
C7	371.33'	19.32'	19.32'	S40°42'40"E	2°58'53"
C8	1849.86'	100.01'	100.00'	S50°53'36"W	3°05'52"
C9	271.33'	19.61'	19.60'	N41°17'25"W	4°08'24"
C10	83.00'	40.23'	39.84'	S53°59'08"E	27°46'21"
C11	30.00'	31.74'	30.28'	N81°51'49"E	60°37'02"
C12	190.00'	256.07'	237.12'	N89°50'08"W	77°13'08"
C13	130.00'	103.16'	100.47'	S89°25'08"E	45°27'53"
C14	125.00'	89.93'	88.01'	N88°27'37"E	41°13'22"
C15	100.00'	57.62'	56.83'	S54°25'15"E	33°00'55"



ALLEN & COMPANY

Professional Surveyors & Mappers

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SKETCH OF DESCRIPTION

SHEET 1 OF 3

LEGAL DESCRIPTION PHASE ~~2~~ 3

A parcel of land comprising a portion of Golf Course Parcel 3 and Lake 9, Orangewood Neighborhood 2, as recorded in Plat Book 17, Pages 81 through 87, Public Records of Orange County, Florida.

Being more particularly described as follows:

Commencing at the common corner of Golf Course Parcel 1, Parcel 8 and Lake 9, thence run South 44°29'36" West for a distance of 276.16 feet to the POINT OF BEGINNING; thence run South 16°41'39" East for a distance of 429.93 feet; thence run North 51°33'18" East for a distance of 74.04 feet to the point of curvature of a curve, concave Southerly having a radius of 190.00 feet, with a chord bearing of South 89°50'08" East, and a chord distance of 237.12 feet, thence run Easterly along the arc of said curve through a central angle of 77°13'08" for a distance of 256.07 feet to a point on a non tangent line; thence run South 39°04'26" West for a distance of 172.66 feet to a point on a non tangent curve, concave Southerly having a radius of 30.00 feet, with a chord bearing of South 81°51'49" West, and a chord distance of 30.28 feet, thence run Westerly along the arc of said curve through a central angle of 60°37'02" for a distance of 31.74 feet to a point of tangency; thence run South 51°33'18" West for a distance of 90.92 feet; thence run South 38°26'42" East for a distance of 130.01 feet; thence run South 51°33'18" West for a distance of 655.07 feet; thence run South 17°06'30" East for a distance of 198.79 feet; thence run South 52°18'45" West for a distance of 146.36 feet; thence run South 86°42'01" West for a distance of 534.28 feet; thence run South 54°10'08" West for a distance of 590.09 feet; thence run South 83°27'44" West for a distance of 162.24 feet; thence run North 36°09'00" West for a distance of 129.41 feet; thence run North 16°16'12" East for a distance of 264.03 feet; thence run North 40°06'30" East for a distance of 533.14 feet; thence run North 01°08'12" West for a distance of 78.37 feet; thence run North 19°00'19" East for a distance of 253.34 feet; thence run North 21°04'47" West for a distance of 225.00 feet; thence run North 83°57'03" East for a distance of 185.00 feet; thence run North 06°54'15" East for a distance of 230.00 feet; thence run South 89°52'40" East for a distance of 130.70 feet; thence run South 19°31'03" East for a distance of 620.58 feet; thence run North 89°51'45" East for a distance of 122.55 feet; thence run North 37°24'11" East for a distance of 372.06 feet; thence run North 20°17'21" West for a distance of 212.30 feet; thence run North 44°29'36" East for a distance of 411.32 feet to the POINT OF BEGINNING;

Containing 1320423 square feet, 30.31 acres, more or less.



**ALLEN
&
COMPANY**

Professional Surveyors & Mappers

16 East Plant Street
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH/SOUTH CENTERLINE OF SECTION 13-24-28 BEING AN ASSUMED BEARING OF S00°24'42"E.

JOB NO. 20130298

DATE: 9-21-2015

SCALE: 1" = 300 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: DY/PJR

CHECKED BY: EGT

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

sk15

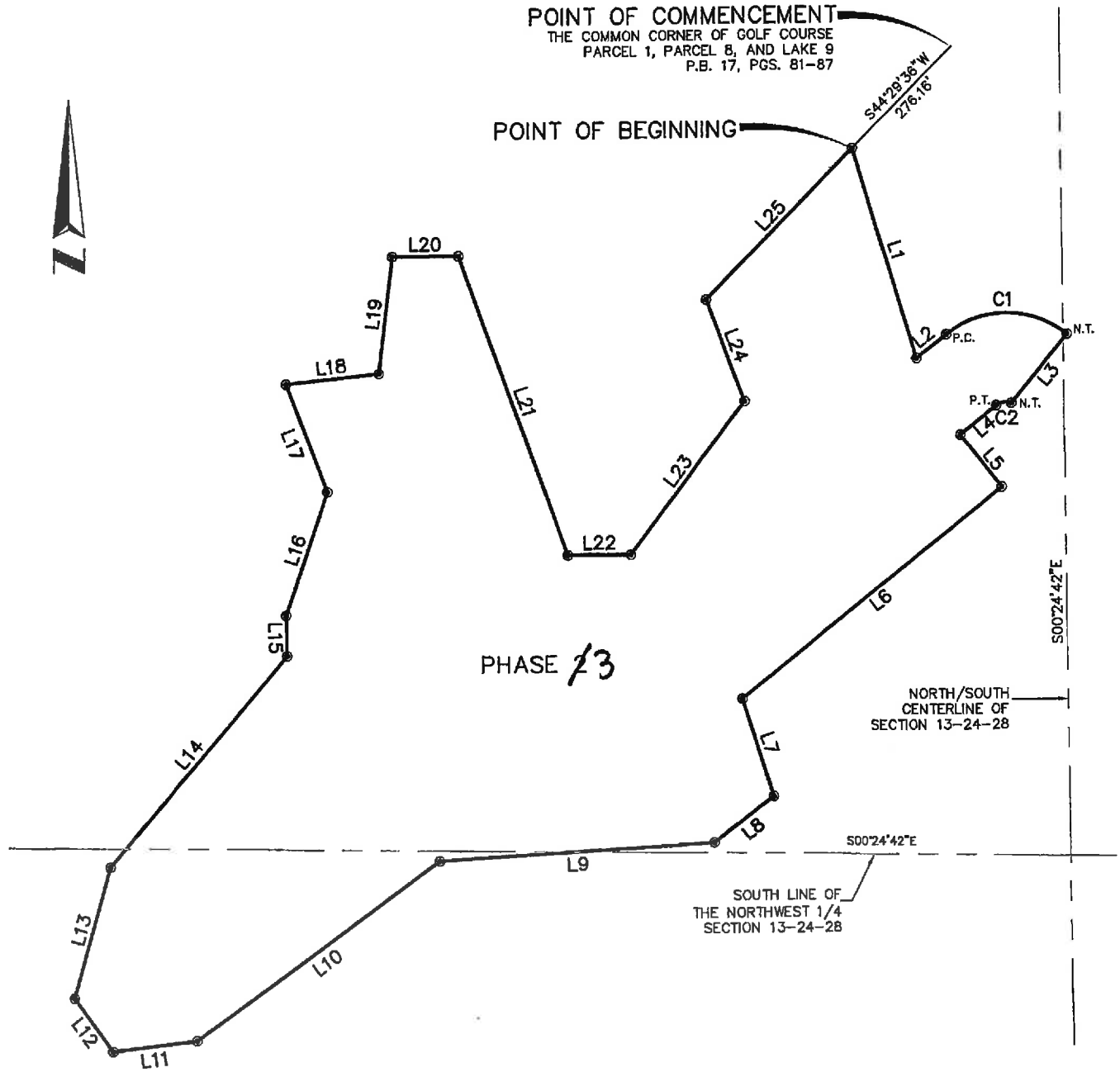
SKETCH OF DESCRIPTION

SHEET 2 OF 3



POINT OF COMMENCEMENT
THE COMMON CORNER OF GOLF COURSE
PARCEL 1, PARCEL 8, AND LAKE 9
P.B. 17, PGS. 81-87

POINT OF BEGINNING



PHASE 13

NORTH/SOUTH
CENTERLINE OF
SECTION 13-24-28

500'24'.42"E
SOUTH LINE OF
THE NORTHWEST 1/4
SECTION 13-24-28

sk15

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊔ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE



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16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

JOB NO. 20130298
DATE: 9-21-2015
SCALE: 1" = 300 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: DY/PJR
CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 3 OF 3

LINE TABLE		
LINE	LENGTH	BEARING
L1	429.93'	S16°41'39"E
L2	74.04'	N51°33'18"E
L3	172.66'	S39°04'26"W
L4	90.92'	S51°33'18"W
L5	130.01'	S38°26'42"E
L6	655.07'	S51°33'18"W
L7	198.79'	S17°06'30"E
L8	146.36'	S52°18'45"W
L9	534.28'	S86°42'01"W
L10	590.09'	S54°10'08"W
L11	162.24'	S83°27'44"W
L12	129.41'	N36°09'00"W
L13	264.03'	N16°16'12"E
L14	533.14'	N40°06'30"E
L15	78.37'	N01°08'12"W
L16	253.34'	N19°00'19"E
L17	225.00'	N21°04'47"W
L18	185.00'	N83°57'03"E
L19	230.00'	N06°54'15"E
L20	130.70'	S89°52'40"E
L21	620.58'	S19°31'03"E
L22	122.55'	N89°51'45"E
L23	372.06'	N37°24'11"E
L24	212.30'	N20°17'21"W
L25	411.32'	N44°29'36"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	190.00'	256.07'	237.12'	S89°50'08"E	77°13'08"
C2	30.00'	31.74'	30.28'	S81°51'49"W	60°37'02"



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- ⊕ DENOTES CENTERLINE
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- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk15

JOB NO. 20130298

DATE: 9-21-2015

SCALE: 1" = 300 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: DY/PJR

CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 6 OF 8

Together With:

LEGAL DESCRIPTION PHASE **4(PART 1)**

A parcel of land comprising a portion of Golf Course Parcel 1, a portion of Golf Course Parcel 3 and a portion of Lake 9, Orangewood Neighborhood 2, as recorded in Plat Book 17, Pages 81 through 87, Public Records of Orange County, Florida.

Being more particularly described as follows:

Commence at the Northwest corner of Golf Course Parcel 1, thence run South 72°13'51" East along the North line of said Golf Course Parcel 1 for a distance of 1595.92 feet to the Point of Beginning; thence run South 72°13'51" East along the North line of said Golf Course Parcel 1 for a distance of 609.67 feet; thence run South 65°40'02" East for a distance of 661.67 feet to the point on a non tangent curve, concave Northeasterly having a radius of 1137.00 feet, with a chord bearing of South 55°09'04" East, and a chord distance of 26.30 feet, thence run Southeasterly along the arc of said curve through a central angle of 01°19'32" for a distance of 26.30 feet to a point of tangency; thence run South 55°48'50" East for a distance of 12.73 feet; thence run South 70°42'36" East for a distance of 31.76 feet to the point of curvature of a curve, concave Northeasterly having a radius of 2814.51 feet, with a chord bearing of South 73°02'24" East, and a chord distance of 228.88 feet, thence run Southeasterly along the arc of said curve through a central angle of 04°39'38" for a distance of 228.94 feet to a point on a non tangent line; thence run South 14°37'46" West for a distance of 8.00 feet; thence run South 52°00'27" West for a distance of 91.30 feet to a point on a non tangent curve, concave Southwesterly having a radius of 100.00 feet, with a chord bearing of North 54°25'15" West, and a chord distance of 56.83 feet, thence run Northwesterly along the arc of said curve through a central angle of 33°00'55" for a distance of 57.62 feet to a point of tangency; thence run North 70°55'42" West for a distance of 259.79 feet to the point of curvature of a curve, concave Southerly having a radius of 125.00 feet, with a chord bearing of South 88°27'37" West, and a chord distance of 88.01 feet, thence run Westerly along the arc of said curve through a central angle of 41°13'22" for a distance of 89.93 to a point of reverse curvature of a curve concave Northerly having a radius of 130.00 feet, with a chord bearing of North 89°25'08" West, and a chord distance of 100.47 feet, thence run Westerly along the arc of said curve through a central angle of 45°27'53" for a distance of 103.16 feet to a point on a non tangent line; thence run South 44°29'36" West for a distance of 64.71 feet; thence run North 73°52'37" West for a distance of 747.39 feet; thence run North 17°46'44" East, for a distance of 127.49 feet; thence run North 72°13'16" West, for a distance of 245.03 feet; thence run North 17°46'44" East, for a distance of 155.27 feet to the POINT OF BEGINNING.

Containing 282,481 square feet, 6.48 acres, more or less.



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SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH/SOUTH CENTERLINE OF SECTION 13-24-28 BEING AN ASSUMED BEARING OF S00°24'42"E.

JOB NO. 20130298

DATE: 9-21-2015

SCALE: 1" = 300 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: DY/PJR

CHECKED BY: EGT

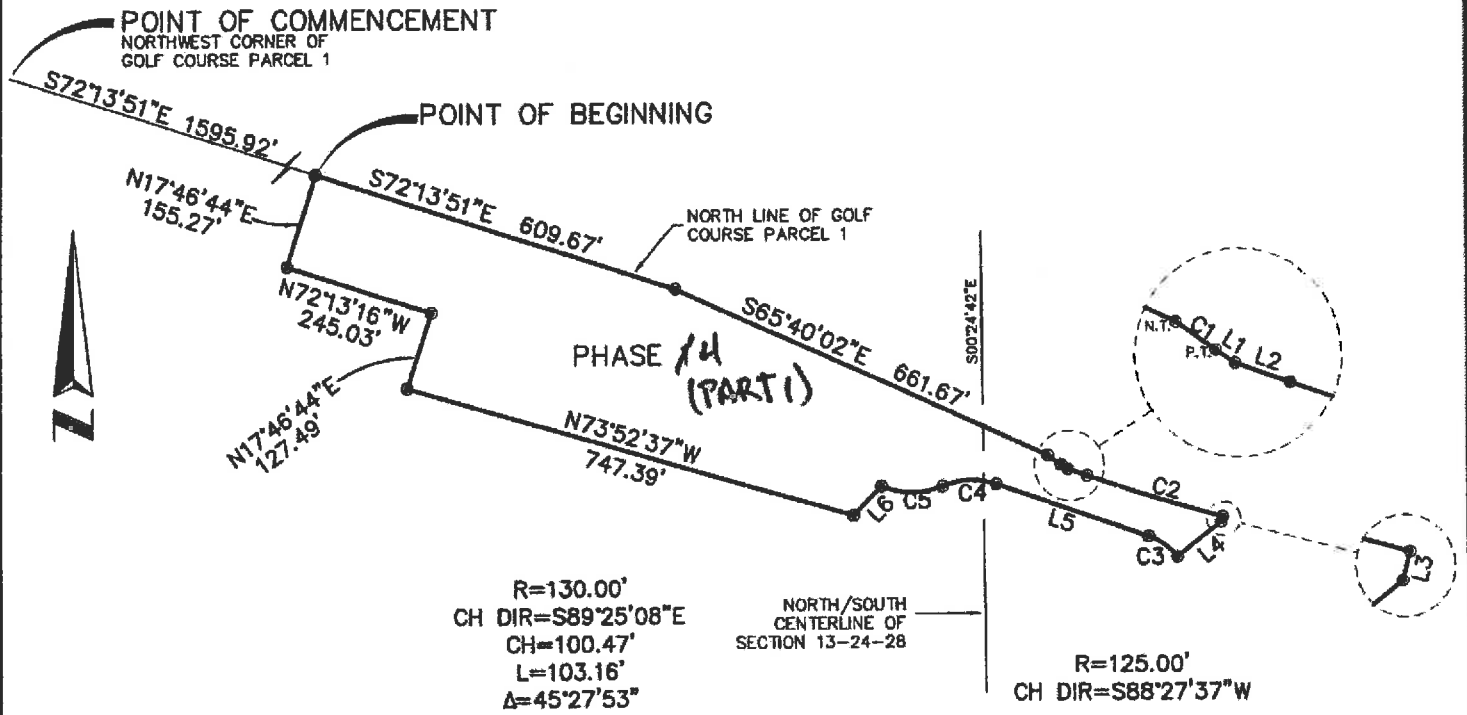
FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

sk14

SKETCH OF DESCRIPTION

SHEET 7 OF 8



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16 East Plant Street
Water Garden, Florida 34787 • (407) 654-5355

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk16

JOB NO. 20130298
DATE: 9-21-2015
SCALE: 1" = 300 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: DY/PJR
CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 8 OF 8

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.73'	S55°48'50"E
L2	31.76'	S70°42'36"E
L3	8.00'	S14°37'46"W
L4	91.30'	S52°00'27"W
L5	259.79'	N70°55'42"W
L6	64.71'	S44°29'36"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1137.00'	26.30'	26.30'	S55°09'04"E	1°19'32"
C2	2814.51'	228.94'	228.88'	S73°02'24"E	4°39'38"
C3	100.00'	57.62'	56.83'	N54°25'15"W	33°00'55"
C4	125.00'	89.93'	88.01'	S88°27'37"W	41°13'22"
C5	130.00'	103.16'	100.47'	N89°25'08"W	45°27'53"



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Winter Garden, Florida 34787 * (407) 654-5355

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

● DENOTES CHANGE IN DIRECTION
 R/W DENOTES RIGHT-OF-WAY
 C DENOTES CENTERLINE
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 P.T. DENOTES POINT OF TANGENCY
 P.R.C. DENOTES POINT OF REVERSE CURVATURE
 P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk14

JOB NO. 20130298
 DATE: 9-21-2015
 SCALE: 1" = 300 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: DY/PJR
 CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 2 OF 5

LEGAL DESCRIPTION PHASE 24 (PART 2)

A parcel of land comprising a portion of Golf Course Parcel 1, a portion of Golf Course Parcel 3 and a portion of Lake 9, Orangewood Neighborhood 2, as recorded in Plat Book 17, Pages 81 through 87, Public Records of Orange County, Florida.

Being more particularly described as follows:

Beginning at the Northwest corner of Golf Course Parcel 1, run South 72°13'51" East along the North line of said Golf Course Parcel 1 for a distance of 1595.92 feet; thence departing said north line run South 17°46'44" West, for a distance of 155.27 feet; thence run South 72°13'16" East, for a distance of 245.03 feet; thence run South 17°46'44" West, for a distance of 127.49 feet; thence run North 73°52'37" West for a distance of 611.61 feet; thence run North 37°39'42" West for a distance of 167.29 feet; thence run North 78°14'44" West for a distance of 800.54 feet; thence run South 08°48'43" East for a distance of 658.05 feet; thence run South 89°57'50" West for a distance of 319.06 feet to a point on the Easterly right-of-way line of Westwood Boulevard; thence run North 00°29'18" East for a distance of 877.35 feet to the point of curvature of a curve, concave Easterly having a radius of 600.00 feet, with a chord bearing of North 07°11'21" East, and a chord distance of 140.03 feet, thence run Northerly along the arc of said curve through a central angle of 13°24'07" for a distance of 140.34 to the POINT OF BEGINNING.

Containing 628,853 square feet, 14.44 acres, more or less.



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SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH/SOUTH CENTERLINE OF SECTION 13-24-28 BEING AN ASSUMED BEARING OF S00°24'42"E.

JOB NO. 20130298

DATE: 9-21-2015

SCALE: 1" = 300 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: DY/PJR

CHECKED BY: EGT

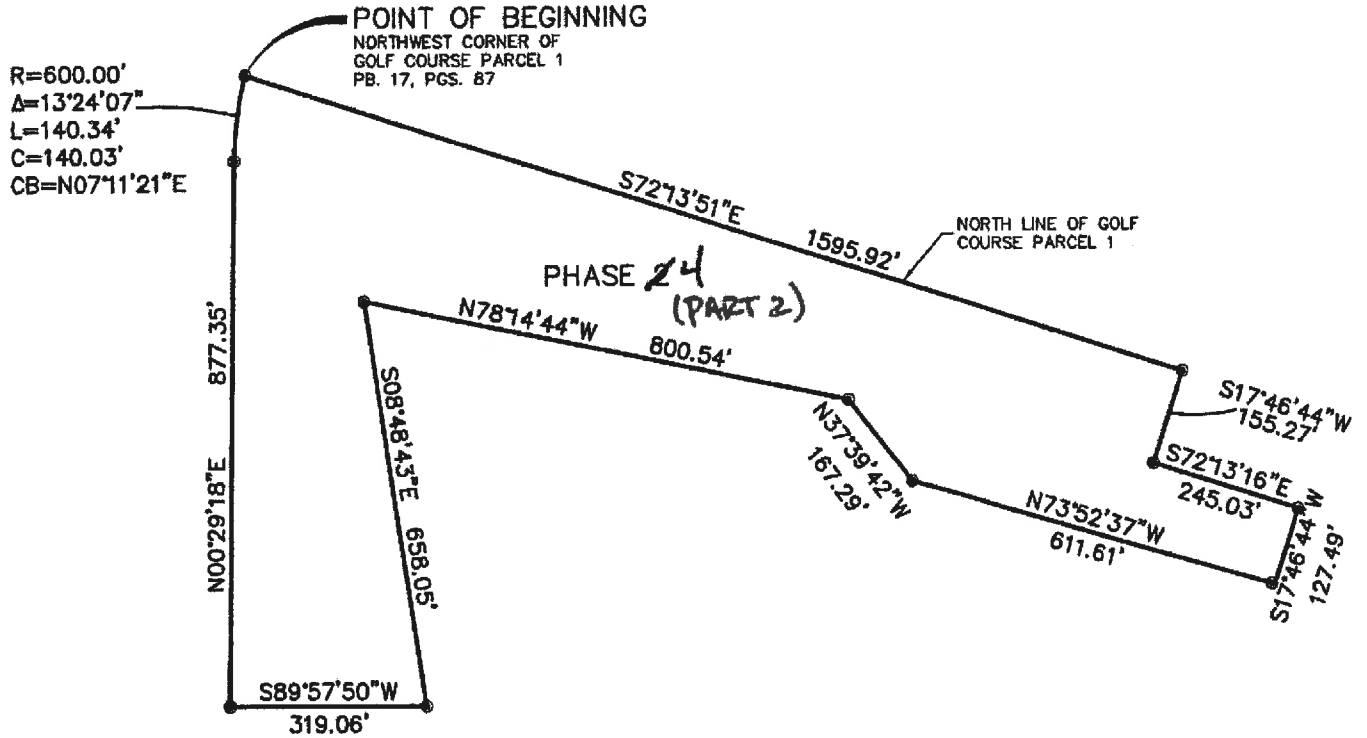
FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

sk15

SKETCH OF DESCRIPTION

SHEET 4 OF 5



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Professional Surveyors & Mappers

16 East Plant Street
Winter Garden, Florida 34787 * (407) 654-5355

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk15

JOB NO. 20130298
 DATE: 9-21-2015
 SCALE: 1" = 300 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: DY/PJR
 CHECKED BY: EGT

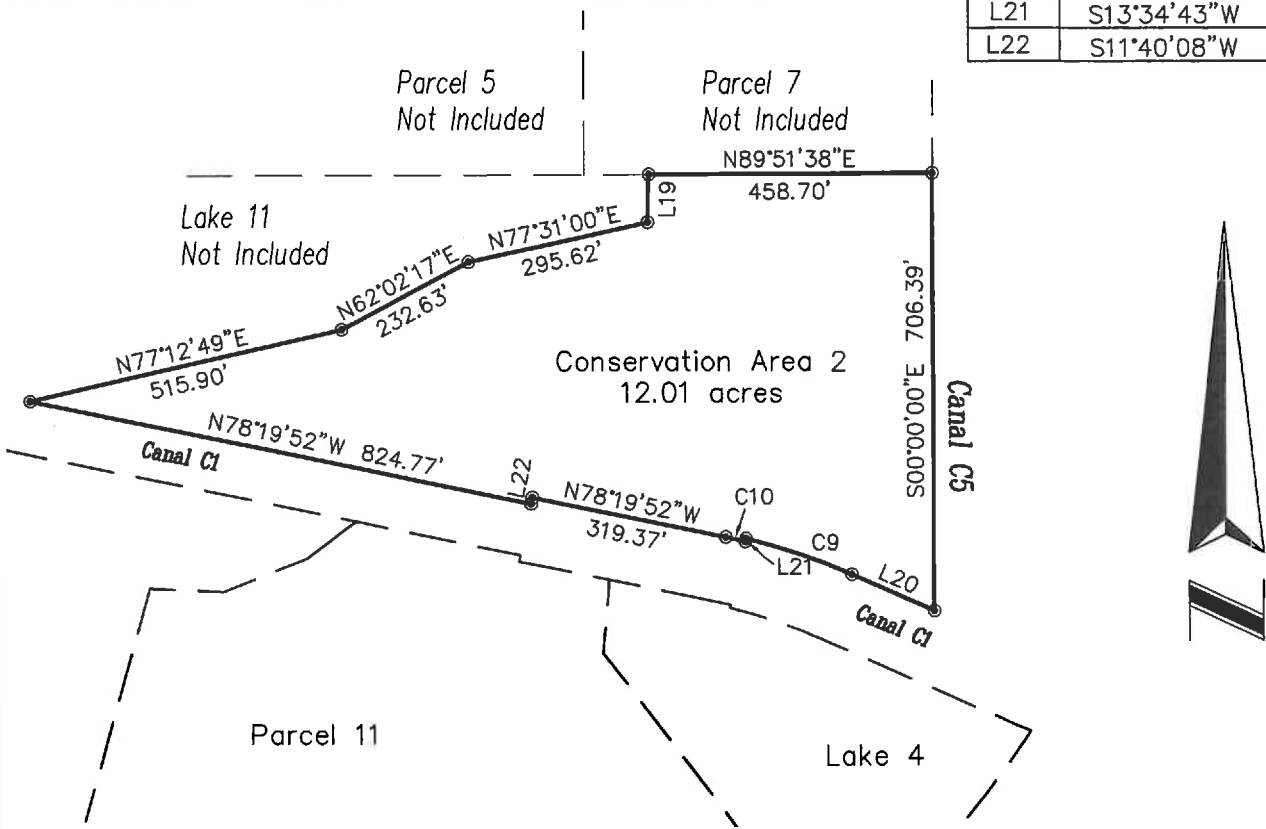
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

CONSERVATION AREA #2, ORANGEWOOD NEIGHBORHOOD – 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 81 THROUGH 87, INCLUSIVE, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CURVE TABLE					
CURVE	RADIUS	BEARING	CHORD	DELTA	LENGTH
C9	983.93'	N71°09'56"W	180.26'	10°30'41"	180.51'
C10	978.93'	N77°23'21"W	32.63'	1°54'36"	32.63'

LINE TABLE		
LINE	BEARING	LENGTH
L19	N01°34'14"E	77.12'
L20	N65°54'36"W	144.43'
L21	S13°34'43"W	5.00'
L22	S11°40'08"W	10.00'



SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF GOLF COURSE PARCEL 1 AS BEING S 72°13'51"E. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

JOB NO. 20130298	CALCULATED BY: DY	FOR THE LICENSED BUSINESS #6723 BY:
DATE: 09/04/2018	DRAWN BY: DY/JLR	
SCALE: 1" = 300'	CHECKED BY: EGT	
		JAMES L. RICKMAN, P.S.M. #5633



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

Exhibit B
Form of Interlocal Agreement

[to be attached]