

BCC Mtg. Date: November 29, 2016

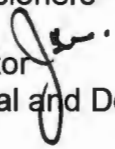


Interoffice Memorandum

AGENDA ITEM

November 9, 2016

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director 
Community, Environmental and Development
Services Department

**CONTACT PERSON: John Smogor, Chairman
Development Review Committee
407 836-5616**

SUBJECT: November 29, 2016 — Consent Item
Sunbridge Planned Development / Regulating Plan (PD / RP)
Adequate Public Facilities (APF) Agreement
(Related to Case # LUP-16-06-216)

The proposed Sunbridge Planned Development / Regulating Plan (PD / RP) contains 4,787 gross acres and is generally located north and south of SR 528, approximately 3.5 miles east of SR 417. Through case #LUP-16-06-216, the applicant is seeking to rezone 4,787 gross acres from A-2 and PD (International Corporate Park) to PD (Sunbridge) in order to provide a development program consisting of up to 7,370 residential dwelling units (single-family and multi-family); 6,350,000 square feet of office / retail uses; 2,900,000 square feet of industrial uses; and 490 hotel rooms. It will feature two middle schools and an elementary school, community parks, and a fire station.

Pursuant to Policy FLU6.9.2 of the Orange County Comprehensive Plan, the Sunbridge PD / RP is subject to an APF agreement that is substantially similar to those described in Chapter 30, Article XIV, Orange County Code. The proposed agreement describes the conveyance of three school sites; right-of-way; a fire station; and easements. The negotiated value of the conveyed lands, as determined in accordance with Chapter 23 of the Orange County Code, will be paid in the form of impact fee credits.

The Sunbridge APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on September 7, 2016, and should be considered with the associated Planned Development / Regulating Plan public hearing. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

Page Two
November 29, 2016 — Consent Item
Sunbridge PD / RP - APF Agreement
(Related to Case # LUP-16-06-216)

ACTION REQUESTED: Approval of Adequate Public Facilities Agreement for Sunbridge PD by and between Tavistock East Holdings, LLC and Orange County. District 4

JVW/JS:rep:jam

Attachments

BCC Mtg. Date: November 29, 2016

This instrument prepared by and after
recording return to:

Linda Loomis Shelley
Buchanan Ingersoll & Rooney PC
101 N Monroe Street, Suite 1090
Tallahassee, FL 32301

Project: Sunbridge PD

Tax Parcel I.D. No(s):

10-24-32-0000-00-004, 06-24-32-0000-00-001, 25-23-31-0000-00-001,
36-23-31-3849-00-060, 36-23-31-0000-00-007, 36-23-31-3849-08-000,
36-23-31-3849-09-000, 36-23-31-3849-07-000, 36-23-31-3849-05-000,
36-23-31-3849-00-010, 36-23-31-3849-02-000, 36-23-31-0000-00-003,
36-23-31-0000-00-006, 36-23-31-3849-00-040, 36-23-31-3849-00-050,
36-23-31-3849-00-020, 31-23-32-0000-00-002, 31-23-32-0000-00-005,
36-23-31-3849-06-000, 36-23-31-0000-00-002, 06-24-32-0000-00-017,
31-23-32-3859-00-008, 36-23-31-3849-00-030, 32-23-32-0000-00-001,
25-23-31-0000-00-003, 18-24-32-0000-00-004, 06-24-32-0000-00-019,
25-23-31-0000-00-002

ADEQUATE PUBLIC FACILITIES AGREEMENT

FOR SUNBRIDGE PD

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR SUNBRIDGE PD (the "Agreement"), effective as of the latest date of execution (the "**Effective Date**"), is made and entered into by and between TAVISTOCK EAST HOLDINGS, LLC ("**Applicant**"), a Florida limited liability company, 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827, on behalf of all owners of real property which is subject to this Agreement 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 Applicant and County may sometimes be referred to collectively as the "**Parties**."

SUBURBAN LAND RESERVE, INC., a Utah corporation, 79 S Main Street, Suite 500, Salt Lake City, UT 84111, individually and as the duly authorized representative of other owners of real property within the Sunbridge Planned Development, hereby consents to and joins in this Agreement, and is referred to collectively herein as the "**Owners**."

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 instrument.

RECITALS:

A. Applicant is under contract to be the fee simple owner 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 "**PROJECT**" or "**SUNBRIDGE PD**").

B. Farmland Reserve, Inc., a Utah non-profit corporation, Central Florida Property Holdings 100, LLC, a Florida limited liability company, Central Florida Property Holdings 200, LLC, a Florida limited liability company, (collectively, "FRI") and Suburban Land Reserve, Inc. ("SLR") are the current fee simple owners of the Property and by execution of the attached Acknowledgment, Joinder and Consent have recognized the Applicant's rights to purchase, develop and pursue entitlements on the Property.

C. The Applicant is seeking governmental approvals for development of the property for a project generally known and referred to for planning purposes as "**SUNBRIDGE PD**" and, in this regard, has filed with the County that certain Future Land Use Map Amendment Application - Amendment #2016-2-A-4-2 (the "FLUM Amendment"), being considered for adoption by the Board of County Commissioners ("**BCC**").

D. The execution of this Agreement by the Applicant and recording of same in the Public Records is required by County Comprehensive Plan FLU 5.2.2.

E. Applicant desires to develop the Sunbridge PD in accordance with the Sunbridge Planned Development – Regulating Plan ("PD-RP"), submitted by Applicant to County, and with the PD zoning application on file with the County.

F. In connection with its consideration of the approval of the Sunbridge PD-RP, County has requested, and Applicant has agreed, that Applicant will plan for, reserve and convey to County certain real property designated as adequate public facilities ("APF"), upon the terms and conditions as are set forth in this Agreement.

G. It is the intent of the Parties that County will consider approval of the Sunbridge PD Comprehensive Plan Future Land Use Map Amendment and the Sunbridge PD-RP with its consideration of this Agreement.

H. As more particularly described herein, the APF will include land for two middle schools and one elementary 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 9 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. Recitals. The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.

2. Dedication of APF Land. The following lands shall be conveyed to the County by Applicant to meet APF requirements:

- a. Right(s)-of way for the roads depicted on Exhibit "C" attached hereto. The approximate acreage of APF Lands for road rights-of-way is 158.67 acres, inclusive of ponds.

It is contemplated that wider right(s)-of-way may be required in some locations, such as at intersections, to facilitate traffic movement.

- b. Fire and EMS facilities as depicted on Exhibit "C" attached hereto. The approximate acreage of APF Lands for fire and EMS facilities is 2.5 acres.
- c. APF Park facilities as depicted on Exhibit "C" hereto. The approximate acreage of APF Lands for parks is 28 acres. The size and location of the parcel to be conveyed for APF Park facilities is approximate and it shall be conveyed to the County prior to approval of the first vertical development construction plan set within the Sunbridge PD, with the dimensions and location of the parcel finalized prior to approval of the first preliminary Subdivision Plan or Development Plan within the Sunbridge PD. Credit against parks and recreation impact fees shall be pursuant to section 23-182, Orange County Code.
- d. A 25-foot wide utility easement and a 20-foot wide temporary construction easement as depicted on Exhibit "C" attached hereto. The easement locations shall be more particularly identified prior to approval of the first PSP/PD within the Sunbridge PD. The easements shall originate at the western boundary of the PD immediately north of the existing power easement, and shall extend east or northeast to Sunbridge Parkway.

3. Utility Services. The Sunbridge PD project shall obtain water, wastewater and reclaimed water service from Orange County Utilities. The Applicant shall be responsible for building master utilities transmission and collection infrastructure adequate to serve and accommodate the ultimate flows for the entire Sunbridge PD project. Utilities infrastructure

shall be built connecting to the build-out points of connection approved in the Sunbridge Transmission Systems Master Utility Plan.

4. Utility Master Plans. A Sunbridge Transmission Systems Master Utility Plan (MUP) shall be submitted to Orange County Utilities prior to approval of the first Preliminary Subdivision or Development Plan (PSP/DP) for development within Sunbridge PD. The Transmission Systems MUP shall include demands for the entire Sunbridge PD, and shall include water, wastewater and reclaimed water transmission systems layouts, sizing, and supporting hydraulic calculations.

At least thirty (30) days prior to construction plan submittal, the Applicant shall submit a MUP for the PSP/DP planning area, including hydraulically dependent parcels outside the PSP/DP boundaries. Such MUP shall include supporting calculation showing that the PSP/DP level MUP is consistent with an approved Sunbridge Transmission Systems MUP, or shall include an update to the Transmission Systems MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval. The Transmission Systems MUP and the PSP/DP level MUP may be combined into one submittal at the option of the Applicant, provided that the combined MUP be submitted to Orange county Utilities prior to approval of the first PSP/DP within Sunbridge PD.

5. Conveyance of Land by Applicant. All property that is required to be dedicated or otherwise conveyed to the County (by plat or other means) pursuant to this Agreement shall be free and clear of all encumbrances, except for easements of record acceptable to the County if any. The Applicant shall provide, at no cost to the County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to the County's acceptance of the conveyance. Any encumbrances that are discovered after approval of the Sunbridge PD-RP shall be the responsibility of the Applicant to release and relocate, at no cost to the County, prior to the County's acceptance of the conveyance.

6. Conveyance Procedure. The conveyance of the property to the County shall be by warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. The Applicant shall convey, or cause to be conveyed, the property to County, pursuant to the procedures and requirements of this Agreement. The Applicant shall pay, or cause to be paid, all costs associated with the conveyance of the property to the County, including all recording fees and documentary stamps related to such conveyance(s). Ad valorem taxes in connection with the conveyance of property 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 Applicant 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.

The Applicant shall provide, at no cost to the County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to the County's acceptance of the conveyance. Any encumbrances that are discovered after approval of the Sunbridge PD-RP shall be the responsibility of the Applicant to release and relocate, at no cost to the County, prior to the county's acceptance of the conveyance.

a) *Title Policy*. No less than thirty (30) days prior to conveyance, the Applicant shall deliver, or cause to be delivered, to County, at Applicant's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the proposed insured for the property (the "Title Commitment"). Applicant 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 property to the County. The Title Policy shall also show that the property is 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, Applicant 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 property. 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, Applicant 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 property, one of the following events shall occur: (i) the Applicant shall remediate, or cause to be remediated, the subject property 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 Applicant shall pay the full cost of remediation of the subject property; or (iii) County may terminate this Agreement.

c) The Applicant 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 if the property contains wetland(s), mitigation for wetland impacts shall be mitigated by the Applicant 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 properties may each be used for their intended purpose *Compliance with Section 286.23, Florida Statutes*. The Applicant 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.* Easements provided by the Applicant to the County for facilities located within Sunbridge PD shall provide that the Applicant, or such homeowners or property owners association as may be formed by such Applicant and are reasonably acceptable to County, shall be perpetually responsible for the maintenance and proper function of the easement areas, all at no cost or expense to County, now or in the future; provided, however, that the County agrees to exercise any 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 property to the County there does not exist a public road providing access to public facilities located within Sunbridge PD, the Applicant shall grant, or cause to be granted, to County a temporary access easement, in form acceptable to County and Applicant, over such portion of the Property as is reasonably acceptable to both the County and the Applicant, providing to County the right to construct a temporary access road to the property and to use such temporary road for construction access and public access to the property, which easement shall terminate upon conveyance or dedication of public access to the property.

e) *Additional Conveyance Requirements.* In connection with the conveyance of property, the Applicant 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 property for the intended 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 property which would prevent utilization of such property by County for the intended purpose.

7. Value of conveyed lands. The parties agree that the negotiated value of the APF Lands, as determined in accordance with Chapter 23 of the Orange County Code, as amended, is \$6,288,405. This total results from an agreed-upon fair market value of \$57,500.00 per acre for the 4.089 acres estimated for the Fire/EMS Station (total \$235,117.50), \$57,500.00 per acre for the 27.284 acres estimated for the APF Park (total \$1,568,830), \$27,840.31 per acre for the estimated 158.68 acres for road rights-of-way and associated ponds (total \$4,417,700), and \$66,757.50 (50% of average fee simple value) for the 2.322-acre utility easement referenced in Paragraph 2.d, above. The total acreage of fee conveyances is approximately 190.053 acres, and the total acreage of the utility easement is approximately 2.322 acres.

Promptly upon County's final acceptance of conveyance of the APF Lands, County shall credit on its books to the account of Applicant, for purposes of Chapter 23 of the Orange County Code, as amended, park and transportation impact fee credits in the amounts of such aforementioned value of the applicable APF Lands.

Notwithstanding anything in the foregoing seemingly to the contrary, to the extent that the Applicant that is the beneficiary of impact fee credit accounts pursuant to Orange County's Impact Fee Ordinances, and pays impact fees to the County in connection with the development of Sunbridge PD and there is thereafter a credit balance in any 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 impact fees, respectively, to such Applicant (or to such person or entity to whom the Applicant expressly may assign the right to receive such refund) and shall make deduction from the appropriate impact fee credit account in the amount of any such refund. The foregoing is intended to satisfy the requirements of Section 23-95(d) of the County Code that there be an agreement with the County that provides for a refund of previously paid impact fees.

8. Indemnification/Continuing Occupancy by Owners/Applicant Prior to Use by County. Conveyance of the property shall be defined as submittal of all conveyance documents, approval by the BCC, and recordation of the deed(s). With respect to the property to be conveyed to the County, prior to conveyance to the County, Owners/Applicant 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, Owners/Applicant 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 Owners/Applicant, their officers, employees, agents, and/or representatives, arising out of their activities related to the property prior to the conveyance of the property to the County.

In addition, without limiting the foregoing, in the event that any act or omission of Owners/Applicant, 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 Owners/Applicant 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. Owners/Applicant 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 Owners'/Applicant's activities related to the property to be conveyed.

Each respective Owner/Applicant 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 property and Owner/Applicant may be required to pay a fee in lieu of conveyance or to convey alternative property acceptable to County.

9. OCPS Interest in School Parcel. The Parties acknowledge that the Applicant and School Board are parties to a School Mitigation Agreement for Capacity Enhancement OC-16-005 executed concurrently with this Agreement which imposes additional obligations upon the Applicant in connection with the proposed conveyance of School Sites (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 Applicant in connection with the conveyance and development of the School Sites. With respect to the School Sites 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 Applicant shall be in compliance with the CEA at the time of the conveyance of the School Sites to the County (the "School Conditions to Conveyance."

After County's acquisition of a School Site and upon reasonable request of the School Board, the County will convey the School Sites to the School Board. The School Board shall make the foregoing request for conveyance of the first School Site from the County no later than upon Applicant's commencement of residential infrastructure improvements on any portion of the Property and delivery of written notice thereof from Owners to School Board. Notwithstanding anything in the foregoing seemingly to the contrary, upon reasonable advance written notice from School Board to the Parties, the Owners will, at such time as is otherwise required elsewhere in this Agreement, convey, or cause to be conveyed, the School Sites directly to the School Board.

In the event that a 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 School Sites may 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 Sites 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 Sites, and (iii) the School Board may also conduct such due diligence with respect to the School Sites 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 Sites 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 Sites 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 regarding School Sites.

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

10. Refinement of Size and Location of APF Lands. The size and location of all APF Lands as depicted on the Master PD Land use Plan are approximate, although the final size and location shall be substantially similar to that shown on the Sunbridge PD-RP. The dimensions and locations for a particular component of the APF Lands shall be finalized by County and Applicant prior to County approval of the Preliminary Subdivision Plan or Development Plan ("PSP/DP") that includes the particular APF Lands, and shall be in full compliance with this Agreement. County and Owner agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.

11. Timing of Conveyance to County. As an alternative to conveyance prior to or in connection with Planned Development approval, Applicant has elected to convey at a later time, similar to what is contemplated by Sec. 30-714 of the APF/TDR Ordinance for the Village Land Use Classification. Conveyance of APF Lands (as further addressed in the Acknowledgment, Joinder, and Consent attached hereto and made a part hereof) shall be prior to approval by the County of the first subdivision construction plans or commercial site plans, whichever occurs first. Conveyance shall be defined as submittal of all conveyance documents, approval by the Board of County Commissioners, and recordation of the deed(s). Notwithstanding anything seemingly contrary to the above, the parties acknowledge and agree that satisfaction of

Applicant's APF obligations must take place prior to County approval of the initial plat for the PD Property.

12. Recording. Within thirty (30) days of the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at Applicant's expense.

13. Limitation of Remedies. 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 by an 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 Applicant under this Agreement, (A) any amounts due to County from Applicant 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 Applicant, but which Applicant have failed or refused to do when required; or
- iii. the withholding of development permits and other approvals and/or permits in connection with Sunbridge PD; 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 property or any portion of the PD Property as County may lawfully elect.

b) Limitations on Applicant's Remedies. Upon any failure by County to perform its obligations under this Agreement, Applicant 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 Applicant; 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.

14. Binding Effect. 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 Sunbridge Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the Sunbridge Property.

15. Severability. 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.

16. Notices. 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
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 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

APPLICANT: Tavistock East Holdings, LLC
6900 Tavistock Lakes Blvd, Suite 200
Orlando, FL 32827
Attn: James Zboril, President

With a copy to: Suburban Land Reserve, Inc.
79 South Main St., Suite 500
Salt Lake City, UT 84111
Attn: R. Steven Romney

SCHOOL Board: The School Board of Orange County, Florida
445 West Amelia Street
Orlando, FL 32801
Attn: Superintendent of Schools

With a Copy to: Orange County Public Schools
445 West Amelia Street
Orlando, FL 32801
Attn: Office of Planning and Governmental Relations

17. Disclaimer of Third Party Beneficiaries. 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.

18. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

19. Interpretation. 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.

20. Attorney Fees. 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.

21. Survival. The obligations of this Agreement shall survive the conveyance of properties to County.

22. Amendments. 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.

23. Entire Agreement. 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.

24. Counterparts. 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.

25. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

26. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it, in writing, with the same formality as its execution. If any portion of the Property is proposed to be annexed into a neighboring municipality, County may, in its sole discretion, terminate this Agreement upon notice to Owner.

[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
Teresa Jacobs,
Orange County Mayor

Date: 11.30.16

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners



By:

Craig A. Stopyra
for Deputy Clerk

Print Name: Craig A. Stopyra

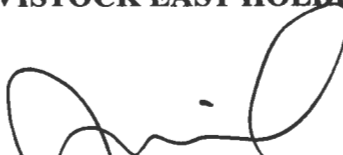


WITNESSES:


Print Name: Kathy Kittell

Print Name: Robert Noren

STATE OF FLORIDA
COUNTY OF ORANGE


"APPLICANT"
TAVISTOCK EAST HOLDINGS, LLC

By: 
James Zboril, President
Date: November 7, 2016

The foregoing instrument was acknowledged before me by James Zboril, the President of Tavistock East Holdings, LLC, on behalf of the company, who is known by me to be the person described in herein and who executed the foregoing, this 7th day of November, 2016. He/~~she~~ is personally known to me ~~or has produced~~ as identification and ~~did~~ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of November, 2016.




Notary Public

Print Name: _____

My Commission Expires: _____

JOINDER AND CONSENT OF SUBURBAN LAND RESERVE, INC.

Suburban Land Reserve, Inc., a Utah corporation, for itself and on behalf of all other owners of real property within the Sunbridge Planned Development, hereby joins in and consents to the Agreement as a "joinder" party for the express purpose of acknowledging and agreeing to the terms contained in this Agreement.

Signed, witnessed, executed and acknowledged on this 4th day of Nov., 2016.

WITNESSES:

**SUBURBAN LAND RESERVE, INC.,
a Utah Corporation**

David Cannon
Print Name: David Cannon

Jeff Nelson
Print Name: Jeff Nelson

By: R. Steven Ramsey
Name: R. Steven Ramsey
Title: President
Date: 11/4/2016

STATE OF UTAH
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by R. Steven Ramsey, the President of Suburban Land Reserve, Inc., on behalf of the company, who is known by me to be the person described in herein and who executed the foregoing, this 4th day of November, 2016. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of November, 2016.



Colette D. Yates
Notary Public

Print Name: Colette D Yates

My Commission Expires: 7/18/2018

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 9 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 10th day of Nov., 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

Joseph Morgan
Print Name: Joseph Morgan

Nancy L. Connor
Print Name: Nancy L. Connor

Joseph Morgan
Print Name: Joseph Morgan

Nancy L. Connor
Print Name: Nancy L. Connor

By: William E. Sublette
William E. Sublette/Chairman

Date: November 10, 2016

Attest: Barbara M. Jenkins
Barbara M. Jenkins, Ed.D. as its
Secretary and Superintendent

{Corporate Seal}

Approved as to form and legality by the
Office of the General Counsel to the
School Board of Orange County, Florida
this 30 day of November, 2016
for its exclusive use and reliance

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

ACKNOWLEDGMENT, JOINDER, AND CONSENT

THIS ACKNOWLEDGMENT, JOINDER, AND CONSENT ("Acknowledgment") dated as of the Effective Date (the "Effective Date" is the date of the last signature hereto), is made by CENTRAL FLORIDA PROPERTY HOLDINGS 100, LLC, a Florida limited liability company ("CFPH 100"); CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC, a Florida limited liability company ("CFPH 200") (collectively, "CFPH 100 and 200"); FARMLAND RESERVE, INC., a Utah non-profit corporation ("FRI"); and SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), in favor of ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the "County").

This Acknowledgment is made with reference to the following facts:

A. FRI is the current fee simple owner, but not the developer, of a majority of that certain real property located in Orange County, Florida commonly referred to as Innovation Way East (the "FRI IWE Property"), and that certain real property commonly referred to as Camino Reale South (the "Camino South Property"). FRI is not in the land development business and is not a developer.

B. CFPH 100 and 200 are the current fee simple owner, but not the developer, of the southwest portion of that certain real property located in Orange County, Florida commonly referred to as Innovation Way East (the "CFPH 100 and 200 IWE Property").

C. SLR is the current fee simple owner of certain real property located in Orange County, Florida commonly referred to as ICP ("SLR ICP Property"). Collectively, the FRI IWE Property, the Camino South Property, the CFPH 100 and 200 IWE Property, and the SLR ICP Property are referred to herein as the "Property."

D. Pursuant to a purchase and sale agreement SLR has obtained the rights to purchase the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property and the rights to perform any actions necessary to entitle and develop such property, subject to the fulfillment of certain conditions.

E. SLR does hereby state that SLR has granted to Tavistock East Holdings, LLC, a Florida limited liability company ("Tavistock"), its rights to purchase, entitle, and develop the Property, including the FRI IWE Property and the CFPH 100 and 200 IWE Property, pursuant to a separate agreement between Tavistock and SLR.

F. FRI and CFPH 100 and 200 understand and SLR does hereby state that, under certain conditions being met, including execution of this Acknowledgment, SLR (i) will grant to Tavistock its rights to purchase the Property, and (ii) has authorized Tavistock to perform certain actions necessary to entitle, encumber, and develop the Property pursuant to a separate agreement between Tavistock and SLR.

G. FRI and CFPH 100 and 200 understand and acknowledge that Tavistock and/or SLR will be required to enter into certain agreements with the County to entitle, encumber, and obtain approvals to develop the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property, respectively, prior to Tavistock's purchase of such properties, and that such

agreements, including the Adequate Public Facilities Agreement for Sunbridge PD ("APF Agreement"), may apply to and affect the FRI IWE Property and the CFPH 100 and 200 IWE Property while FRI and CFPH 100 and 200 are the fee simple owners of their respective properties.

H. SLR understands and acknowledges that the authorization that SLR has granted to Tavistock to entitle, encumber, and develop the Property, pursuant to a separate agreement between Tavistock and SLR, will require Tavistock to enter into agreements with the County, including the APF Agreement, to entitle and obtain approvals for the Property, and that such agreements may apply to and affect the SLR ICP Property, the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property while SLR, FRI, and CFPH 100 and 200 are the respective fee simple owners of such property, including, but not limited to the requirement to convey certain designated portions of such property (the "APF Lands") at certain designated times.

I. Due to FRI, CFPH 100 and 200, and SLR's current ownership of and existing rights in the Property, the County desires that SLR, CFPH 100 and 200, and FRI acknowledge, join in, and consent to the APF Agreement between the County and Tavistock.

NOW THEREFORE SLR, CFPH 100 and 200, and FRI, as applicable, hereby state the following:

1. FRI and CFPH 100 and 200 Acknowledgment, Joinder, and Consent. FRI and CFPH 100 and 200 acknowledge that SLR has a current and existing right to purchase, develop, and pursue entitlements on the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property, respectively, which includes the right to pursue and finalize the APF Agreement, which will apply to and affect such properties. FRI and CFPH 100 and 200 join and consent to the APF Agreement solely for the purposes of (i) consenting to have the Sunbridge APF recorded in the Public Records of Orange County, Florida upon their respective properties, such that it will run with and create a servitude upon the Property, and (ii) agreeing to convey any APF lands located within the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property to SLR or its successor in title prior to the time such conveyances are required pursuant to Sections 2, 5, 6, 9, 10 and 11 of the APF Agreement so that SLR or Tavistock, or their respective successors in title, can perform under the APF Agreement, which conveyance(s) will be consistent with the rights obtained by SLR, or its successor in title, from FRI and CFPH 100 and 200 referenced herein in Recital D.

2. SLR Acknowledgment, Joinder, and Consent. SLR acknowledges that Tavistock has conditionally obtained from SLR its current and existing right to purchase, develop, and pursue entitlements on the Property, which includes the right to pursue and finalize the APF Agreement, and agrees to convey any APF Lands to Tavistock, or its successor in title, or to the County, as may be applicable, prior to the time such conveyances are required under Sections 2, 5, 6, 9, 10 and 11 of the APF Agreement, which conveyance(s) will be consistent with the rights obtained by Tavistock from SLR referenced herein in Recital E.

Signed, witnessed, executed, and acknowledged by the parties as set forth below.

FARMLAND RESERVE, INC.,
a Utah non-profit corporation

By: [Signature]

Name (Print): K. Erik Jacobsen

Its: President

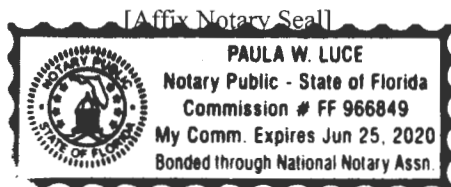
Date: 11/8/16

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 8th day of NOVEMBER, 2016, by K ERIK JACOBSEN, as PRESIDENT of Farmland Reserve, Inc., a Utah non-profit corporation, on behalf of the corporation. He is ☒ personally known to me or ___ produced ___ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 8th day of NOVEMBER, 2016.



Paula W. Luce
Signature of Notary

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: R. Steven Romney

Name (Print): R. Steven Romney

Its: President

Date: 11/4/2016

STATE OF UTAH

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 4th day of November, 2016, by R. Steven Romney, President of Suburban Land Reserve, Inc., a Utah corporation, on behalf of the corporation. He is X personally known to me or produced as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 4th day of November, 2016.

[Affix Notary Seal]

Court H. Yates
Signature of Notary

CENTRAL FLORIDA PROPERTY
HOLDINGS 100, LLC
a Florida limited liability company

By: [Signature]
Name (Print): K. Erik Jacobsen
Its: Manager
Date: 11/8/16

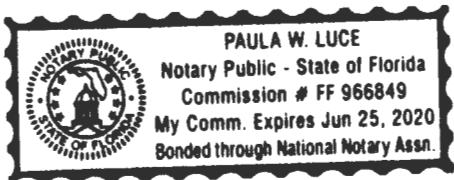
STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 8TH day of NOVEMBER, 2016, by K. ERIC JACOBSEN, as Manager of Central Florida Property Holdings 100, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ___ produced ___ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 8TH day of NOVEMBER, 2016.

[Affix Notary Seal]



Paula W. Luce
Signature of Notary

CENTRAL FLORIDA PROPERTY
HOLDINGS 200, LLC
a Florida limited liability company

By: [Signature]

Name (Print): K. Erik Jacobsen

Its: Manager

Date: 11/8/16

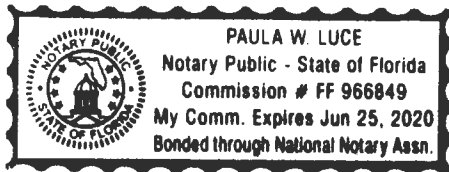
STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 8TH day of NOVEMBER, 2016, by K. ERIK JACOBSEN, as Manager of Central Florida Property Holdings 200, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ___ produced ___ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 8TH day of NOVEMBER, 2016.

[Affix Notary Seal]



Paula W. Luce

Signature of Notary

APF Agreement, Sunbridge PD
Tavistock East Holdings, 2016

EXHIBIT "A"

Legal Description and Sketches

[See attached 12 Pages]

SUNBRIDGE (Orange County)
(ICP, Camino Reale "110' Strip, and IWE (West of CPA Line) Less all CFX ROW)
CEA Agreement, APF Agreement, TRG List, CPA Application,
Reg. Plan Application and the RAC Application
(Prepared by DWMA)
September 10, 2016

DESCRIPTION:

PARCEL A:

That portion of Section 1, Township 24 South, Range 31 East, and a portion of Section 6, Township 24 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 6, Township 24 South, Range 32 East; thence run North 89 degrees 57 minutes 33 seconds East along the North line of said Section 6, a distance of 300.00 feet to the point of Intersection with the East line of an O.U.C. Railroad Right of Way Easement as recorded in Official Records Book 3307, Page 2154 (Official Records Book 3590, Page 355), Public Records of Orange County, Florida; thence run South 00 degrees 02 minutes 17 seconds West along the East line of said O.U.C. Railroad Right of Way Easement a distance of 1203.04 feet to the POINT OF BEGINNING; thence departing said Right of Way Easement line run South 16 degrees 05 minutes 22 seconds East, a distance of 1530.10 feet; thence run South 00 degrees 02 minutes 17 seconds West a distance of 1309.07 feet to the point of intersection with the centerline of Wewahootee Road; thence run South 89 degrees 39 minutes 56 seconds West along said centerline of Wewahootee Road a distance of 2867.66 feet to the point of intersection with the Easterly line of the aforementioned O.U.C. Railroad Right of Way as recorded in Official Records Book 3307, Page 2154 (Official Records Book 3590, Page 355); thence run North 41 degrees 09 minutes 44 seconds East along the Easterly line of said O.U.C. Railroad Right of Way a distance of 3673.80 feet to the POINT OF BEGINNING.

Together with easement rights for the benefit of Parcel A:

Master Drainage System Easement recorded May 5, 1987 in Official Records Book 3884, Page 433, Public Records of Orange County, Florida.

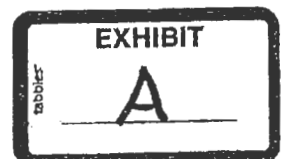
PARCEL B

(CONSISTING OF NORTHWEST PARCEL, NORTHEAST PARCEL, CENTER PARCEL, SOUTHEAST PARCEL, SOUTHWEST PARCEL AND TRACT 8 PARCEL)

NORTHWEST PARCEL:

A parcel of land located in Section 25, Township 23 South, Range 31 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at Southeast corner of said Section 25; thence North 00° 02' 15" West, 315.07 feet to the Point of Beginning, said point being on the Northerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence the following courses and distances along said Northerly right of way line, South 78° 27' 52" West, 1320.50 feet; thence North 89° 33' 17" West, 1263.28 feet; thence South 89° 45' 47" West, 2878.58 feet to a point on the West line of said Section 25; thence leaving said Northerly right of way line, run North 00° 14' 09" East along said West line 2600.49 feet to the West 1/4



corner of said Section 25; thence continue along said West line, North 00° 16' 31" East, 2654.65 feet to the Northwest corner of said Section 25; thence leaving said West line, run North 89° 52' 15" East along the North line of said Section 25 a distance of 2656.50 feet to the North 1/4 corner of said Section 25; thence continue along said North line, North 89° 54' 29" East, 2750.01 feet to the Northeast corner of said Section 25; thence leaving said North line, run South 00° 05' 21" East along the East line of said Section 25 a distance of 2656.64 feet to the East 1/4 corner of said Section 25; thence continue along said East line, South 00° 02' 15" East, 2342.69 feet to the Point of Beginning.

LESS AND EXCEPT A, B, C AND D AS SET FORTH BELOW:

A) ALAFAYA TRAIL EXTENSION (Official Records Book 8893, Page 1974)

All of that part of the Northwest 1/4 and the Southwest 1/4 of Section 25, Township 23 South, Range 31 East, Orange County, Florida lying within 60.00 feet left and right of the following described centerline:

Commence at the Northwest corner of the Northwest 1/4 of Section 25, Township 23 South, Range 31 East, Orange County, Florida; thence run S. 00° 17' 00" W. along the West line of the Northwest 1/4 of said Section 25 a distance of 263.92 feet for a Point of Beginning; thence departing said West line run S. 74° 33' 39" E. for a distance of 622.97 feet to the point of curvature of a curve concave Southwesterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 74° 33' 39" a distance of 1569.70 feet to the point of tangency; thence run S. 00° 00' 00" E. tangent to said curve a distance of 703.56 feet to the point of curvature of a curve concave Northeasterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 44° 30' 10" a distance of 936.90 feet to the point of tangency; thence run S. 44° 30' 10" E. tangent to said curve a distance of 255.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 44° 14' 56" a distance of 931.56 feet to the point of tangency; thence run S. 00° 15' 14" E. a distance of 144.58 feet to the end of said centerline. The right of way lines left and right of the above described centerline are intended to extend or shorten as necessary to terminate at the West line of the Northwest 1/4 of said Section 25.

B) That part of PARCEL 900 WATER RETENTION AREA POND NO. 1 (Official Records Book 8893, Page 1974) lying North of the Easterly prolongation of the South Right-of-way line of Parcel 1001A of Monument Parkway as described in Official Records Book 10042, Page 7271, Public Records of Orange County, Florida.

C) Lands conveyed to Orange County by General Warranty Deed recorded May 11, 2010 in Official Records Book 10042, Page 7271, Public Records of Orange County, Florida. (Monument Parkway)

D) Lands conveyed to the Central Florida Expressway Authority by Special Warranty Deed, recorded April 27, 2016 in Document #20160212591, Public Records of Orange County, Florida.

NORTHEAST PARCEL:

Tracts B, C and E, International Corporate Park, Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida; Together with an un-platted portion of Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 31; thence North 89° 50' 52" East along the North line of said Section 31 a distance of 1759.72 feet; thence leaving said North line, run South 00° 09' 08" East, 277.78 feet to the Point of Beginning, being a point on the Southerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way

Map, Section 1.1 - 1.2, 75002 - 3501; thence South 89° 33' 17" East along said Southerly right of way line 3191.50 feet; thence South 77° 36' 38" East along said Southerly right of way line 379.91 feet to a point on the East line of said Section 31; thence leaving said Southerly right of way line, run South 00° 09' 42" West along said East line 2180.32 feet to a point on the Northerly right of way line of Aerospace Parkway as shown on said plat of International Corporate Park, Phase One - Unit I; thence the following courses and distances along said Northerly right of way line, also being a point on a non-tangent curve concave Southerly, having a radius of 1347.24 feet, a central angle of 36° 56' 23" and a chord of 853.63 feet that bears North 86° 30' 03" West; thence leaving said East line, run along the arc of said curve a distance of 868.59 feet to the point of compound curvature of a curve to the left, having a radius of 1070.69 feet and a central angle of 2° 10' 46"; thence along the arc of said curve a distance of 40.73 feet to the point of reverse curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 84° 25' 07"; thence along the arc of said curve a distance of 73.67 feet to the point of tangency; thence North 22° 43' 54" West, 22.15 feet; thence South 67° 16' 06" West, 118.00 feet; thence South 22° 43' 54" East, 22.15 feet to the point of curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 84° 25' 07"; thence along the arc of said curve a distance of 73.67 feet to the point of reverse curvature of a curve to the left, having a radius of 1070.69 feet and a central angle of 6° 14' 50"; thence along the arc of said curve a distance of 116.74 feet to the point of reverse curvature of a curve to the right, having a radius of 3000.00 feet and a central angle of 6° 16' 38"; thence along the arc of said curve a distance of 328.67 feet to the point of compound curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 10° 25' 58"; thence along the arc of said curve a distance of 686.78 feet to the point of tangency; thence South 72° 08' 58" West, 153.55 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 82° 08' 09" West, 125.46 feet to the point of curvature of a curve to the left, having a radius of 841.00 feet and a central angle of 19° 58' 23"; thence along the arc of said curve a distance of 293.17 feet to the point of tangency; thence South 62° 09' 46" West, 125.47 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 72° 08' 58" West, 263.87 feet to the point of curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 13° 02' 44"; thence along the arc of said curve a distance of 858.77 feet to a point on the East boundary line of International Corporate Park Parcel 10, as recorded in Plat Book 67, Pages 56 through 58, of the Public Records of Orange County, Florida; thence leaving said curve and Northerly right of way line, run the following courses and distances along said East boundary line, North 21° 32' 39" East, 1243.02 feet; thence North 02° 04' 41" East, 1563.62 feet; thence North 50° 48' 16" East, 212.12 feet; thence North 29° 05' 08" West, 267.49 feet; thence North 01° 45' 25" West, 282.79 feet to the Point of Beginning.

LESS AND EXCEPT A, B, AND C AS SET FORTH BELOW:

A) LOT 17B (Official Records Book 8863, Page 3058) A parcel of land located in Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the Southeast corner of Tract B, per the plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida, said point also being a point on the Northerly right of way line of Aerospace Parkway per said plat; thence North 29° 27' 50" West along the Easterly line of said Tract B a distance of 71.13 feet; thence leaving said Easterly line, run North 46° 52' 12" East, 94.06 feet; thence North 03° 15' 47" West, 95.34 feet; thence North 29° 18' 31" West, 96.26 feet; thence North 03° 27' 06" East, 14.24 feet; thence North 60° 09' 14" East, 387.28 feet; thence South 29° 44' 05" East, 35.23 feet; thence South 82° 38' 26" East, 93.95 feet; thence North 85° 31' 12" East, 60.47 feet; thence South 89° 21' 05" East, 271.59 feet; thence North 76° 59' 12" East, 36.24 feet; thence South 40° 50' 55" East, 30.90 feet; thence South 62° 10' 43" East, 48.20 feet; thence South 68° 26' 08" East, 43.11 feet; thence South 48° 44' 34" East, 62.59 feet; thence South 60° 51' 00" East, 59.07 feet to a point on said Northerly right of way line of Aerospace Parkway; thence the following courses and distances along said Northerly right of way line of Aerospace

Parkway, said point also being a point on a non-tangent curve concave Southeasterly, having a radius of 841.00 feet, a central angle of 19° 58' 23" and a chord of 291.69 feet that bears South 72° 08' 58" West; thence along the arc of said curve a distance of 293.17 feet to the point of tangency; thence South 62° 09' 46" West, 125.47 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 72° 08' 58" West, 263.87 feet to the point of curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 3° 43' 34"; thence along the arc of said curve a distance of 245.29 feet to the Point of Beginning.

B) Tract C, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida.

C) Central Florida Expressway Authority Parcel 2 as described in Official Records Book 11029, Page 6496 of the Public Records of Orange County, Florida.

CENTER PARCEL:

A parcel of land located in the Southwest quarter of Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 31; thence North 89° 57' 33" East along the South line of the Southwest 1/4 of said Section 31, a distance of 400.00 feet to the Point of Beginning, said point being on the East right of way line of a 400.00' Orlando Utilities Commission railroad right of way, as recorded in Official Records Book 3435, Page 2304 of the Public Records of Orange County, Florida; thence North 00° 04' 18" West, along said East right of way 1827.01 feet to the Southerly right of way line of Aerospace Parkway, per the plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida; thence leaving said East right of way line, run the following courses and distances along said Southerly right of way line, North 89° 57' 30" East, 501.51 feet to the point of curvature of a curve to the left, having a radius of 3867.72 feet and a central angle of 17° 48' 33"; thence along the arc of said curve a distance of 1202.20 feet to the point of tangency; thence North 72° 08' 58" East, 149.25 feet to the Westerly boundary line of Lot 1, per said International Corporate Park Phase One - Unit I; thence leaving said Southerly right of way line, run the following courses and distances along said Westerly boundary line, South 23° 53' 08" West, 1160.22 feet; thence South 00° 08' 58" East, 997.50 feet to said South line of the Southwest 1/4 of Section 31; thence leaving said Westerly boundary line, run South 89° 57' 33" West along said South line, 1356.91 feet to the Point of Beginning.

LESS AND EXCEPT:

LOT 11 (Official Records Book 8863, Page 3384)

A parcel of land located in Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the intersection of the Southerly right of way line of Aerospace Parkway according to the Plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida and the East right of way line of a 400.00 foot wide Orlando Utilities Commission railroad right of way per Official Records Book 3435, Page 2304 of the Public Records of Orange County, Florida; thence run North 89° 57' 30" East, along said Southerly right of way line 501.63 feet to the point of curvature of a curve to the left, having a radius of 3867.72 feet and a central angle of 0° 29' 04"; thence along the arc of said curve and Southerly right of way line a distance of 32.70 feet; thence leaving said curve and Southerly right of way line, run the following courses and distances along the wetland line as flagged by Glatting Jackson Kercher Anglin Lopez Rinehart, Inc. and

field location by Vanasse Hangen Brustlin, Inc., South 31° 02' 45" West, 41.15 feet; thence South 45° 31' 39" West, 38.41 feet; thence South 24° 39' 04" West, 26.59 feet; thence South 85° 33' 10" West, 60.83 feet; thence South 20° 19' 12" West, 38.84 feet; thence South 82° 00' 51" West, 41.68 feet; thence South 20° 38' 33" East, 49.51 feet; thence South 20° 29' 01" East, 34.88 feet; thence South 32° 23' 04" East, 36.10 feet; thence South 64° 36' 19" West, 55.63 feet; thence North 77° 20' 10" West, 37.93 feet; thence South 48° 51' 17" West, 69.83 feet; thence South 46° 54' 16" West, 37.00 feet; thence North 45° 21' 47" West, 65.33 feet; thence South 48° 06' 38" West, 20.87 feet; thence North 84° 09' 20" West, 22.19 feet; thence South 64° 15' 23" West, 26.32 feet; thence North 08° 00' 36" East, 41.67 feet; thence South 34° 05' 24" East, 21.88 feet; thence North 71° 04' 51" East, 25.11 feet; thence North 00° 40' 18" East, 34.32 feet; thence North 87° 06' 41" West, 31.97 feet; thence South 55° 25' 44" West, 28.10 feet; thence South 66° 42' 19" West, 47.39 feet; thence South 74° 06' 57" West, 79.87 feet to a point on the aforesaid East right of way line of a 400.00 foot wide Orlando Utilities Commission railroad right of way; thence leaving said Wetland line, run North 00° 03' 46" West, along said East right of way line 295.53 feet to the Point of Beginning.

SOUTHEAST PARCEL:

A parcel of land located in Section 6, Township 24 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the Northeast corner of said Section 6; thence South 00° 32' 57" East along the East line of said Section 6, a distance of 2654.81 feet to the East 1/4 corner of said Section 6; thence continue along said East line, South 00° 35' 47" East, 1311.44 feet to the centerline of Wewahootee Road; thence leaving said East line, run South 89° 39' 56" West, along said centerline of Wewahootee Road, 3324.79 feet to the East Boundary line of Correct Craft, Inc. as recorded in the Special Warranty Deed, Official Records Book 6091, Page 2523 of the Public Records of Orange County, Florida, and the East line of LOT 1, CORRECT CRAFT, as recorded in Plat Book 68, Pages 61 through 63, of said Public Records; thence leaving said centerline of Wewahootee Road, run North 00° 02' 17" East along said East boundary line and East line of said LOT 1, 3975.92 feet to the North line of said Section 6, thence leaving said East Boundary line, run North 89° 57' 33" East along said North line 636.81 feet to the North 1/4 corner of said Section 6; thence continue along the North line of said Section 6, North 89° 48' 12" East, 2646.20 feet to the Point of Beginning.

SOUTHWEST PARCEL:

Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Tract F, Tract G, Tract H, Tract I, and Tract J, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida, together with additional land located in Section 1, Township 24 South, Range 31 East and Section 36, Township 23 South, Range 31 East Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 36, said point also being on the West right of way line of a 400.00 feet Orlando Utilities Commission Railroad right of way, as recorded in the Official Records Book 3435, Page 2304, of the Public Records of Orange County, Florida; thence the following courses and distances along said West right of way line and the East line of said Section 36, run South 00° 07' 13" East, 533.10 feet to the Point of Beginning; also being a point on the Southerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence continue along said West right of way line and East line, South 00° 07' 13" East, 2123.46 feet to the East 1/4 corner of said Section 36; thence continue along said West right of way line and East line, South 00° 04' 18" East, 2922.70 feet to the Southeast corner of said Section 36; thence leaving said East line of Section 36 and the West right of way line, run the following courses and distances along the East line of said Section 1 and the West right of way line of

a 300.00 feet Orlando Utilities Commission Railroad right of way, as recorded in the Official Records Book 3590, Page 355, of the Public Records of Orange County, Florida, South 00° 02' 07" West, 343.69 feet to the point of curvature of a curve to the right, having a radius of 1990.00 feet and a central angle of 41° 06' 13"; thence leaving said East line of Section 1, run along the arc of said curve and West right of way line a distance of 1427.61 feet to the point of tangency; thence South 41° 13' 36" West, 3123.90 feet to the centerline of Wewahootee Road, as recorded in the Official Records Book 5761, Pages 3567-3602, of the Public Records of Orange County, Florida; thence leaving said West right of way line, run the following courses and distances along said centerline, South 89° 39' 56" West, 21.10 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet and a central angle of 44° 01' 33"; thence along the arc of said curve a distance of 307.36 feet to the point of tangency; thence South 45° 38' 23" West, 1557.46 feet to the point of curvature of a curve to the right, having a radius of 400.00 feet, a central angle of 38° 11' 16"; thence along the arc of said curve a distance of 266.60 feet to a point on the South line of said Section 1; thence leaving said centerline of Wewahootee Road, run North 89° 50' 55" West along said South line 1199.62 feet to the Southwest corner of said Section 1; thence leaving said South line, run North 01° 53' 15" West along the West line of said Section 1 a distance of 2660.90 feet to the West 1/4 corner of said Section 1; thence continue along said West line, North 00° 46' 04" East, 2646.14 feet to the Northwest corner of said Section 1; thence North 88° 06' 44" West along the South line of said Section 36 a distance of 10.78 feet to the Southwest corner of said Section 36; thence North 00° 09' 05" East along the West line of said Section 36 a distance of 2923.13 feet to the West 1/4 corner of said Section 36; thence continue along said West line, North 00° 10' 56" East, 2412.09 feet to said Southerly right of way line of State Road 528 (Bee Line Expressway); thence leaving said West line of Section 36, run the following courses and distances along said Southerly right of way, North 89° 45' 47" East, 2879.03 feet; thence South 89° 33' 17" East, 1261.51 feet; thence South 77° 38' 56" East, 1328.23 feet to the Point of Beginning.

LESS AND EXCEPT A, B, C, D, E, AND F AS SET FORTH BELOW:

A) Limited Access Right of Way (Official Records Book 4282, Page 3520)

Commence at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida; thence N00°07'13"W along the East line of said Northeast 1/4, 1047.59 feet to the POINT OF BEGINNING, said point of beginning of a line of limited access and a point on a curve concave Northerly and having a radius of 482.42 feet; thence departing said East line on a chord bearing of N69°04'46"W run Northwesterly along the arc of said curve, through a central angle of 16°47'58", 141.45 feet; thence S79°13'57"W, 27.35 feet to the end of the line of limited access; thence continue S79°13'57"W, 50.29 feet to a point on the Southeasterly right-of-way line of I.C.P. Boulevard, also being a point on a curve concave Northerly and having a radius of 811.94 feet; thence on a chord bearing of N29°19'13"E run Northeasterly along the arc of said curve through a central angle of 14°08'57", 200.51 feet to the beginning of a line of limited access; thence S20°35'32"E, 77.64 to a point on a curve concave Northerly and having a radius of 382.42 feet; thence on a chord bearing of S67°23'14"E run Southeasterly along the arc of said curve, through a central angle of 13°24'54", 89.54 feet to a point on the aforesaid East line of the NE 1/4 of Section 36 and the end of the line of limited access; thence S00°07'13"E, along said East line, 103.17 feet to the POINT OF BEGINNING.

B) Pump Station (Official Records Book 5543, Page 2698)

A portion of the NE 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida, being a portion of the land described in a Special Warranty Deed recorded February 5, 1988 in Official Records Book 3955, Pages 3115 through 3131, of the Public Records of Orange County, Florida;

Being more particularly described as follows: BEGIN at the Southeast corner of Tract "J", INTERNATIONAL CORPORATE PARK, PHASE ONE-UNIT I, according to the plat thereof recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida, thence run S00°07'13"E along the East line of the Northeast quarter of said Section 36, (said East line also being the West line of a 400' wide Orlando Utilities Commission railroad right-of-way per Official Records Book 3435, Page 2304,

Public Records of Orange County, Florida), for a distance of 105.12 feet; thence, leaving said East line of said Northeast quarter and said West O.U.C. (Orlando Utilities Commission) right-of-way line, run S89°52'47"W, (non-radial), a distance of 131.63 feet to a point on a curve concave Northwesterly having a radius of 811.94 feet, said point also being on the Easterly right-of-way line of I.C.P. Boulevard, as shown on aforesaid Plat Book 23, Pages 38 through 41; thence run Northeasterly along the arc of said curve and along said Easterly right-of-way line for a distance of 94.04 feet through a central angle of 06°38'11", said curve having a chord length of 93.99 feet bearing N22°43'15"E, to the Southwest corner of aforesaid Tract "J", of said Plat Book 23, Pages 38 through 41; thence, leaving aforesaid curve and aforesaid Easterly right-of-way line of I.C.P. Boulevard, run along the South boundary of said Tract "J" for the following four (4) courses: run S70°35'50"E (radial), 19.81 feet; thence N89°52'47"E, 56.48 feet; thence N00°07'13"W, 25.12 feet; thence run N89°52'47"E, 20.00 feet to the POINT OF BEGINNING.

C) Retention/Detention Pond Area (Official Records Book 4282, Page 3520)

Commence at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida; thence N00°07'13"W along the East line of said Northeast 1/4, 677.59 feet to the POINT OF BEGINNING; Continue N00°07'13"W, 370.00 feet to a point on the Southerly right-of-way line of the Bee Line Expressway (S.R. 528) access road and being a point on a curve concave Northerly and having a radius of 482.42 feet; thence departing said East line on a chord bearing of N69°04'46"W run Northwesterly along the arc of said curve, through a central angle of 16°47'58", 141.45 feet; thence S79°13'57"W, 27.35 feet to a line of limited access and a point on a curve concave Northwesterly having a radius of 846.94 feet; thence on a chord bearing of S41°15'40"W run Southwesterly along the arc of said curve through a central angle of 14°43'36", 217.69 feet to the end of said line of limited access; thence S38°45'10"E, 323.44 feet; thence N89°52'47"E, 100.00 feet to the POINT OF BEGINNING.

D) That part of Aerospace Parkway and International Corporate Park Boulevard per said plat of International Corporate Park Phase One - Unit I, a public right of way lying in Section 36.

E) Tract J, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida.

F) Central Florida Expressway Authority Parcel 1 as described in Official Records Book 11029, Page 6496 of the Public Records of Orange County, Florida.

TRACT 8 PARCEL:

TRACT 8, INTERNATIONAL CORPORATE PARK - PARCEL 10, as recorded in Plat Book 67, Pages 56 through 58, of the Public Records of Orange County, Florida.

TOGETHER WITH EASEMENT RIGHTS 1 THROUGH 13 FOR THE BENEFIT OF PARCEL B:

1. Reservations and Easements set forth in Warranty Deed recorded October 6, 1983 In Official Records Book 3427, Page 1809; and First Amendment recorded September 18, 1992 In Book 4462, Page 4935, Public Records of Orange County, Florida (Offsite);

2. Master Drainage System Easement recorded May 5, 1987 In Official Records Book 3884, Page 433, Public Records of Orange County, Florida;

3. Right of Way Agreement recorded June 24, 1987 in Official Records Book 3897, Page 4993; and as amended by First Amendment to Right of Way Agreement recorded August 20, 1991 in Official Records Book 4317, Page 4727, Public Records of Orange County, Florida;

4. Underground Utility and Drainage Easement recorded October 19, 1987 in Official Records Book 3929, Page 1912, Public Records of Orange County, Florida;
5. Underground Utility Easement recorded October 19, 1987 in Official Records Book 3929, Page 1923, Public Records of Orange County, Florida;
6. Easement recorded October 26, 1987 in Official Records Book 3931, Page 179, Public Records of Orange County, Florida (Offsite);
7. Department of Corrections Temporary Construction Easement recorded October 26, 1987 in Official Records Book 3931, Page 186, Public Records of Orange County, Florida (Offsite);
8. Right of Way Agreement recorded December 30, 1987 in Official Records Book 3946, Page 3172, Public Records of Orange County, Florida;
9. Temporary Construction Easement Agreement recorded December 30, 1987 in Official Records Book 3946, Page 3186, Public Records of Orange County, Florida;
10. Easement Agreement recorded May 28, 1999 in Official Records Book 5761, Page 3567, Public Records of Orange County, Florida;
11. Rights and easements set forth in Special Warranty Deed recorded September 20, 2000 in Official Records Book 6091, Page 2513, Public Records of Orange County, Florida;
12. Rights and easements set forth in Special Warranty Deed recorded September 20, 2000 in Official Records Book 6091, Page 2523, Public Records of Orange County, Florida; and
13. Easement Agreement recorded July 19, 2001 in Official Records Book 6305, Page 5872, Public Records of Orange County, Florida.

PARCEL C:

A TRACT OF LAND, BEING A PORTION OF LOT 1, INTERNATIONAL CORPORATE PARK PHASE ONE - UNIT I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 38 THROUGH 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°48'23" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1145.89 FEET; THENCE RUN NORTH 00°11'48" WEST, 639.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 21°11'40", AN ARC LENGTH OF 425.40 FEET, A CHORD LENGTH OF 422.98 FEET AND A CHORD BEARING OF NORTH 10°47'38" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 21°23'28" WEST, 24.06 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 68°36'32" WEST, 30.00 FEET; THENCE RUN SOUTH 29°50'29" WEST, 32.92 FEET; THENCE RUN SOUTH 89°50'29" WEST, 1015.88 FEET; THENCE RUN NORTH 01°52'18" EAST, 425.48 FEET; THENCE RUN NORTH 88°07'35" WEST, 232.71 FEET; THENCE RUN SOUTH 00°22'18" EAST, 64.23 FEET; THENCE RUN SOUTH 16°02'55" WEST, 153.31 FEET; THENCE RUN SOUTH 60°51'00" WEST, 93.12 FEET; THENCE RUN SOUTH 63°16'37" WEST, 107.36 FEET; THENCE RUN SOUTH 89°00'01" WEST, 143.24 FEET; THENCE RUN NORTH 66°41'16" WEST, 65.77 FEET; THENCE RUN SOUTH 85°59'18" WEST, 107.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 38.75 FEET, A CENTRAL ANGLE OF 60°29'27", AN ARC LENGTH OF 40.91 FEET, A CHORD LENGTH OF 39.04 FEET, AND A CHORD BEARING

OF SOUTH 55°44'35" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 25°29'51" WEST, 137.40 FEET; THENCE RUN SOUTH 89°50'29" WEST, 399.17 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 1; THENCE RUN NORTH 23°53'33" EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1115.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SPACE TRIANGLE PARKWAY; THENCE RUN NORTH 72°08'58" EAST, ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1070.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, HAVING A RADIUS OF 3867.72 FEET, A CENTRAL ANGLE OF 04°23'50", AN ARC LENGTH OF 296.84 FEET, A CHORD LENGTH OF 296.77 FEET, AND A CHORD BEARING OF NORTH 69°57'03" EAST; THENCE, NON-RADIAL TO SAID CURVE, RUN SOUTH 21°23'28" EAST, 1508.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION CONVEYED TO ORANGE COUNTY IN WARRANTY DEED RECORDED MARCH 6, 2009 IN OFFICIAL RECORDS BOOK 9839, PAGE 626, PUBLIC RECORD OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH EASEMENT RIGHTS GRANTED IN:

1) MASTER STORMWATER DRAINAGE AGREEMENT RECORDED MAY 5, 1987 IN OFFICIAL RECORDS BOOK 3884, PAGE 440, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

2) BORROW PIT EASEMENT RECORDED MAY 5, 1987 IN OFFICIAL RECORDS BOOK 3884, PAGE 442; AS AFFECTED BY SECTION 9 OF THAT CERTAIN DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 14, 2006 IN OFFICIAL RECORDS BOOK 8860, PAGE 3134, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

3) DECLARATION OF CROSS EASEMENTS AND RESTRICTIONS RECORDED SEPTEMBER 14, 2006 IN OFFICIAL RECORDS BOOK 8860, PAGE 3101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND

4) CROSS EASEMENT AGREEMENT RECORDED MARCH 19, 2008 IN OFFICIAL RECORDS BOOK 9632, PAGE 3846, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND:

That part of Section 1, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 1; thence N00°08'02"W along the East line of the Southeast 1/4 of said Section 1 for a distance of 1218.30 feet to the POINT OF BEGINNING; thence S89°32'00"W, 2246.81 feet to the Southeasterly right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way, as recorded in Official Records Book 3471, Page 617, of the Public Records of Orange County, Florida; thence N41°08'54"E along said Southeasterly right-of-way line 147.13 feet to the centerline of Wewahootee Road, as recorded in Official Records Book 5761, Page 3567, of said Public Records; thence N89°32'00"E along said centerline 2149.73 feet to the aforesaid East line of the Southeast 1/4; thence S00°08'02"E along said East line 110.00 feet to the POINT OF BEGINNING.

AND:

A parcel of land within the Southeast 1/4 of Section 1, Township 24 South, Range 31 East, Orange County, Florida, lying South of the centerline of Wewahootee Road, and lying Northwesterly of the Northwest right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way, as

recorded in Official Records Book 3471, Page 617, of said Public Records, more particularly described as follows:

Commence at the South 1/4 corner of said Section 1; thence N00°16'08"W along the West line of the Southeast 1/4 of said Section 1 for a distance of 1056.39 feet to said Northwest right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way and the POINT OF BEGINNING; thence continue N00°16'08"W along said West line 204.81 feet to the centerline of said Wewahootee Road and a point on a non-tangent curve concave Southeasterly having a radius of 400.00 feet and a chord bearing of N74°23'53"E; thence Northeasterly along said centerline and the arc of said curve through a central angle of 30°43'36" for a distance of 214.51 feet to the point of tangency; thence N89°45'41"E along said centerline 25.70 feet to said Northwesterly right-of-way line; thence S41°08'54"W along said Northwesterly right-of-way line 347.84 feet to the POINT OF BEGINNING.

AND:

That part of the land described below lying Westerly of the following described line:

Commence at the Southwest corner of the Southeast 1/4 of Section 8, Township 24 South, Range 32 East; thence N89°46'01"E, along the South line of said Southeast 1/4 a distance of 175.57 feet to the POINT OF BEGINNING; thence departing said South line run N09°15'45"W, a distance of 6739.67 feet; thence N42°56'37"E, 1411.00 feet; thence N28°40'16"W, 1796.62 feet; thence N19°50'33"E, 1955.48 feet; thence N01°28'36"E, 1129.65 feet; thence N33°23'35"E, 923.57 feet; thence N79°28'20"E, 1623.18 feet; thence N29°46'06"E, 1397.71 feet; thence N48°04'07"E, 1962.60 feet to the South right-of-way line of the Martin Anderson Beachline Expressway (SR 528) as recorded in Official Records Book 1533, Page 371, of the Public Records of Orange County, Florida and the POINT OF TERMINATION.

That part of Sections 32, 33 and 34, Township 23 South, Range 32 East; all of Sections 5, 7 and 8, Township 24 South, Range 32 East; that part of Sections 4, 6, 9 and 18, Township 24 South, Range 32 East, all lying in Orange County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 5; thence run N00°34'58"W, along the West line of the Southwest 1/4 of said Section 5 for a distance of 1333.50 feet to the POINT OF BEGINNING; thence continue N00°34'58"W along said West line, 1311.44 feet to the West 1/4 corner of said Section 5; thence N00°33'01"W along the West line of the Northwest 1/4 of said Section 5 for a distance of 2655.00 feet to the Northwest corner of said Section 5; thence N00°00'52"W along the West line of the Southwest 1/4 of said Section 32 for a distance of 2928.81 feet to the West 1/4 corner of said Section 32; thence N00°09'33"E along the West line of the Northwest 1/4 of said Section 32 for a distance of 2199.52 feet to the South right-of-way line of the Martin Anderson Beachline Expressway (SR 528) as recorded in Official Records Book 1533, Page 371, of the Public Record of Orange County, Florida; thence run the following seven (7) courses along said South right-of-way line: S77°35'21"E, 948.51 feet; thence N00°28'04"E, 61.26 feet; thence N78°29'36"E, 1328.78 feet; thence S89°34'41"E, 8325.62 feet; thence N89°16'47"E, 1078.27 feet; thence S00°49'55"E, 299.60 feet; thence N89°22'29"E, 180.67 feet to the centerline of the Econlockhatchee River and Reference Point A; thence Southerly along said centerline 18,672 feet more or less to a point which bears S15°55'50"W, 16,115.43 feet from said Reference Point A, said point being on the South line of the Southwest 1/4 of said Section 9; thence S89°53'19"W along said South line 2068.95 feet to the Southwest corner of said Section 9; thence S89°46'01"W along the South line of the Southeast 1/4 of said Section 8 for a distance of 2643.34 feet to the South 1/4 corner of said Section 8; thence S89°45'58"W along the South line of the Southwest 1/4 of said Section 8 for a distance of, 2657.52 feet to the Northeast corner of said Section 18; thence S00°04'46"W along the East line of the Northeast 1/4 of said Section 18 for a distance of 2373.19 feet to the centerline of the Disston Canal; thence run the following five (5) courses along said centerline: thence S24°55'59"W, 1234.87 feet to the point of curvature of a curve concave Northwesterly having a radius of 140.00 feet and a chord bearing of S51°12'01"W; thence Southwesterly along the arc of said curve through a central angle of 52°32'03"

for a distance of 128.37 feet to the point of tangency; thence S77°28'02"W, 3885.21 feet; thence S77°56'38"W, 914.16 feet; thence S58°14'24"W, 16.45 feet to the West line of the Southwest 1/4 of said Section 18; thence N00°00'08"W along said West line, 1938.09 feet to the West 1/4 corner of said Section 18; thence N00°07'29"W along the West line of the Northwest 1/4 of said Section 18 for a distance of, 498.15 feet to the Southwest corner of lands described in Official Records Book 4268, Page 1042, of said Public Records (City of Cocoa, Florida - Well Site Number 21); thence run the following three (3) courses along the South, East and North lines of said lands: N89°52'31"E, 450.00 feet; thence N00°07'29"W, 450.00 feet; thence S89°52'31"W, 450.00 feet to the West line of the Northwest 1/4 of said Section 18; thence N00°07'29"W along said West line, 1300.01 feet to the Southwest corner of said lands described in Official Records Book 4268, Page 1042, of said Public Records (City of Cocoa, Florida - Well Site Number 20); thence run the following three (3) courses along the South, East and North lines of said lands: N89°52'32"E, 450.00 feet; thence N00°07'28"W, 450.00 feet; thence S89°49'58"W, 449.95 feet to the West line of the Southwest 1/4 of said Section 7; thence N00°03'11"W, along said West line 2612.89 feet to the West 1/4 corner of said Section 7; thence N00°05'32"W along the West line of the Northwest 1/4 of said Section 7 for a distance of, 2655.69 feet to the Northwest corner of said Section 7; thence N00°08'02"W along the West line of the Southwest 1/4 of said Section 6 for a distance of 1328.30 feet to the centerline of the Wewahootee Grade; thence N89°32'00"E along said centerline, 721.40 feet; thence N89°44'57"E along said centerline, 1299.99 feet; thence N89°39'59"E, along said centerline 3324.43 feet to the POINT OF BEGINNING;

Less and Except the Central Florida Expressway Authority right-of-way Parcel A and Parcel B, as described in Official Records Book 11029, Page 6485, of the Public Records of Orange County, Florida.

Less and Except the following five City of Cocoa, Florida - Well Sites as described in Official Records Book 1012, Page 220, of the Public Records of Orange County, Florida:

Well Site "K"

Commencing at the Southwest corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of said Section 5, a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 3832 feet (N89°34'02"E, 1449.20 feet and N89°36'27"E, 2382.74 feet measured) to the POINT OF BEGINNING; thence continuing along said centerline a distance of 208.71 feet (N89°36'27"E, 208.71 feet measured); thence Southerly at a right angle to said centerline a distance of 308.71 feet (S00°23'33"E, 308.71 feet measured); thence Westerly parallel to said centerline a distance of 208.71 feet (S89°36'27"W, 208.71 feet measured); thence Northerly at a right angle to said centerline a distance of 308.71 feet (N00°23'33"W, 308.71 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "L"

Commencing at the Southwest corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 5, a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 1450 feet (N89°34'02"E, 1449.20 feet measured) to the POINT OF BEGINNING; thence continuing along said centerline a distance of 208.71 feet (N89°36'27"E, 208.71 feet measured); thence Southerly at a right angle to said centerline a distance of 308.71 feet (S00°23'33"E, 308.71 feet measured); thence Westerly parallel to said centerline a distance of 208.71 feet (S89°36'27"W, 208.71 feet measured); thence Northerly at a right angle to said centerline a distance of 308.71 feet (N00°23'33"W, 308.71 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "M"

Commencing at the Southeast corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6, 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 1180 feet (S89°39'59"W, 1179.67 feet measured) to the POINT OF BEGINNING; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet (S00°21'33"E, 244.31 feet measured); thence Westerly parallel to the said centerline a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured); thence Northerly and at a right angle to said centerline a distance of 247.56 feet (N00°21'33"W, 244.37 feet measured) to the centerline of said grade; thence Easterly along the said centerline a distance of 147.56 feet (N89°39'59"E, 147.56 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "N"

Commencing at the Southeast corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6 a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 3180 feet (S89°39'59"W, 3179.05 feet measured) to the POINT OF BEGINNING; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet (S00°21'33"E, 245.19 feet measured); thence Westerly parallel to the said centerline a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured); thence Northerly and at a right angle to said centerline a distance of 247.56 feet (N00°21'33"W, 245.26 feet measured) to the centerline of said Grade; thence Easterly along the said centerline a distance of 147.56 feet (N89°44'57"E, 2.19 feet measured and N89°39'59"E, 145.37 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "O"

Commencing at the Southwest corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 6 a distance of 1326.04 feet (N00°08'02"W, 1328.30 feet measured) to an intersection with the centerline of Wewahootee Grade and the POINT OF BEGINNING; thence Easterly along said centerline a distance of 147.56 feet (N89°32'00"E, 147.56 feet measured); thence Southerly parallel to the West line of said Section 6, a distance of 247.56 feet (S00°08'02"E, 246.64 feet measured); thence Westerly parallel to the centerline of Wewahootee Grade a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured) to the West line of said Section 6; thence Northerly along said West line a distance of 247.56 feet (N00°08'02"W, 246.36 feet measured) to the POINT OF BEGINNING.

Less and Except the following City of Cocoa, Florida - Well Site described in Order of Taking recorded in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida:

Well Site #22:

Commence at the Northwest corner of Section 18, Township 24 South, Range 32 East, Orange County, Florida, and run S00°31'23"W, along the West line of said Section 18, a distance of 2160.40 feet (S00°07'29"E, 2160.40 feet measured); thence run S89°28'37"E a distance of 1135.60 feet (N89°52'31"E, 1136.01 feet measured); thence run S29°49'23"E a distance of 967.57 feet (S30°28'15"E, 967.23 feet measured) to the POINT OF BEGINNING; thence run S00°37'10"W a distance of 331.58 feet (S00°01'42"E, 331.58 feet measured); thence run S89°22'50"E a distance of 450.00 feet (N89°58'18"E, 450.00 feet measured); thence run N00°37'10"E a distance of 450.00 feet (N00°01'42"W, 450.00 feet measured); thence run N89°22'50"W a distance of 450.00 feet (S89°58'18"W, 450.00 feet measured); thence run S00°37'10"W a distance of 118.42 feet (S00°01'42"E, 118.42 feet measured) to the POINT OF BEGINNING.

Containing 4698.369 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

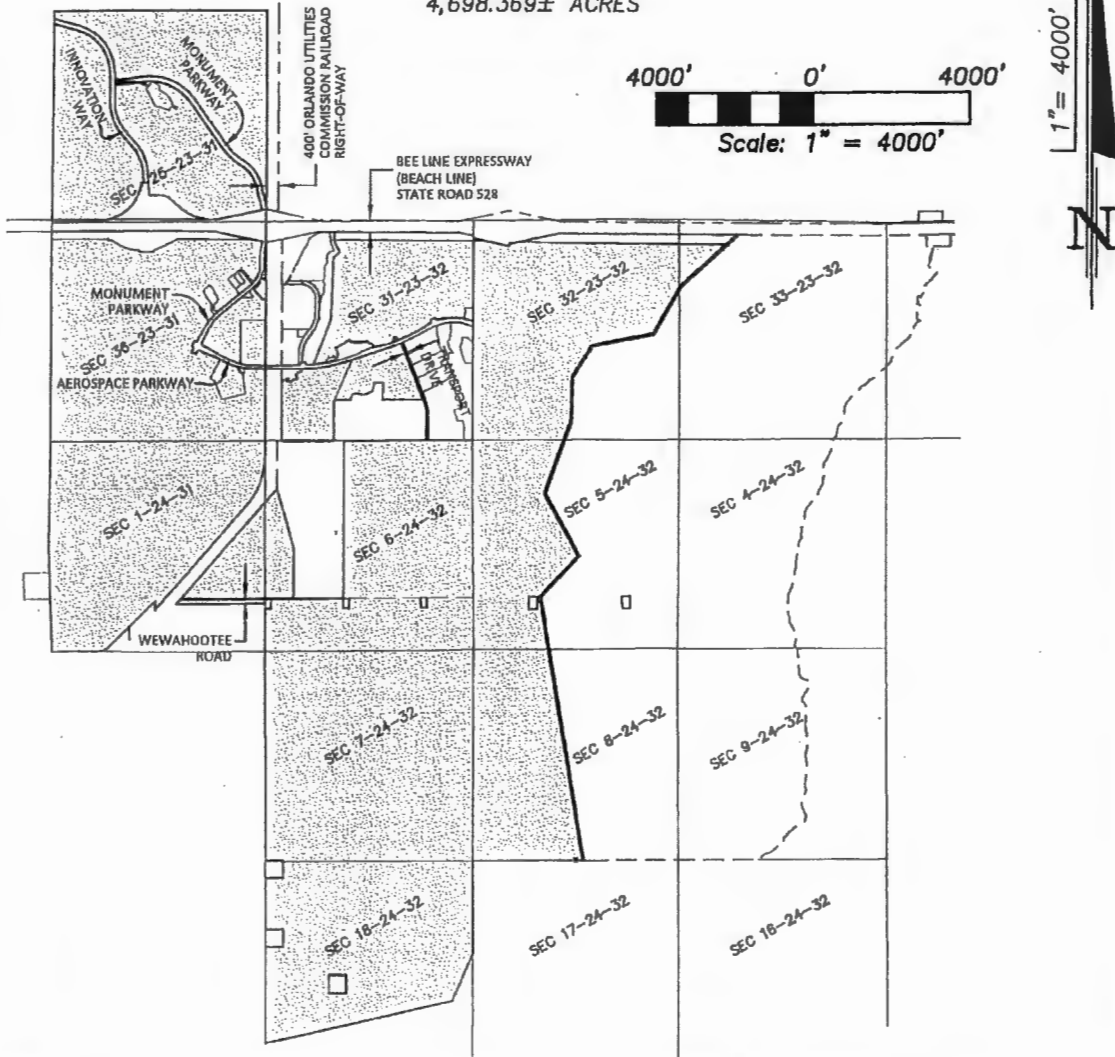
APF Agreement, Sunbridge PD
Tavistock East Holdings, 2016

EXHIBIT "B"

Project Location Map

LOCATION MAP SUNBRIDGE (ORANGE COUNTY)

4,698.369± ACRES



PREPARED FOR:

Tavistock Group

INNOVATION WAY

| | | |
|-----------|-----|---------------|
| 9/10/16 | RLC | ADDED CFX R/W |
| DATE | BY | DESCRIPTION |
| REVISIONS | | |



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

| | | | | |
|---------------|-----------------|----------------------|-------------------|-----------------|
| DRAWN BY: DLL | CHECKED BY: RLC | JOB NO. 15115.001 | SCALE 1"=4000' | SHEET 1 OF 1 |
| DATE: 01/2016 | | | | |

Printed: Sat 10-Sep-2016 - 11:21AM
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CS# 16-101

EXHIBIT

B

APF Agreement, Sunbridge PD
Tavistock East Holdings, 2016

EXHIBIT "C"

Sunbridge Planned Development Regulating Plan Map

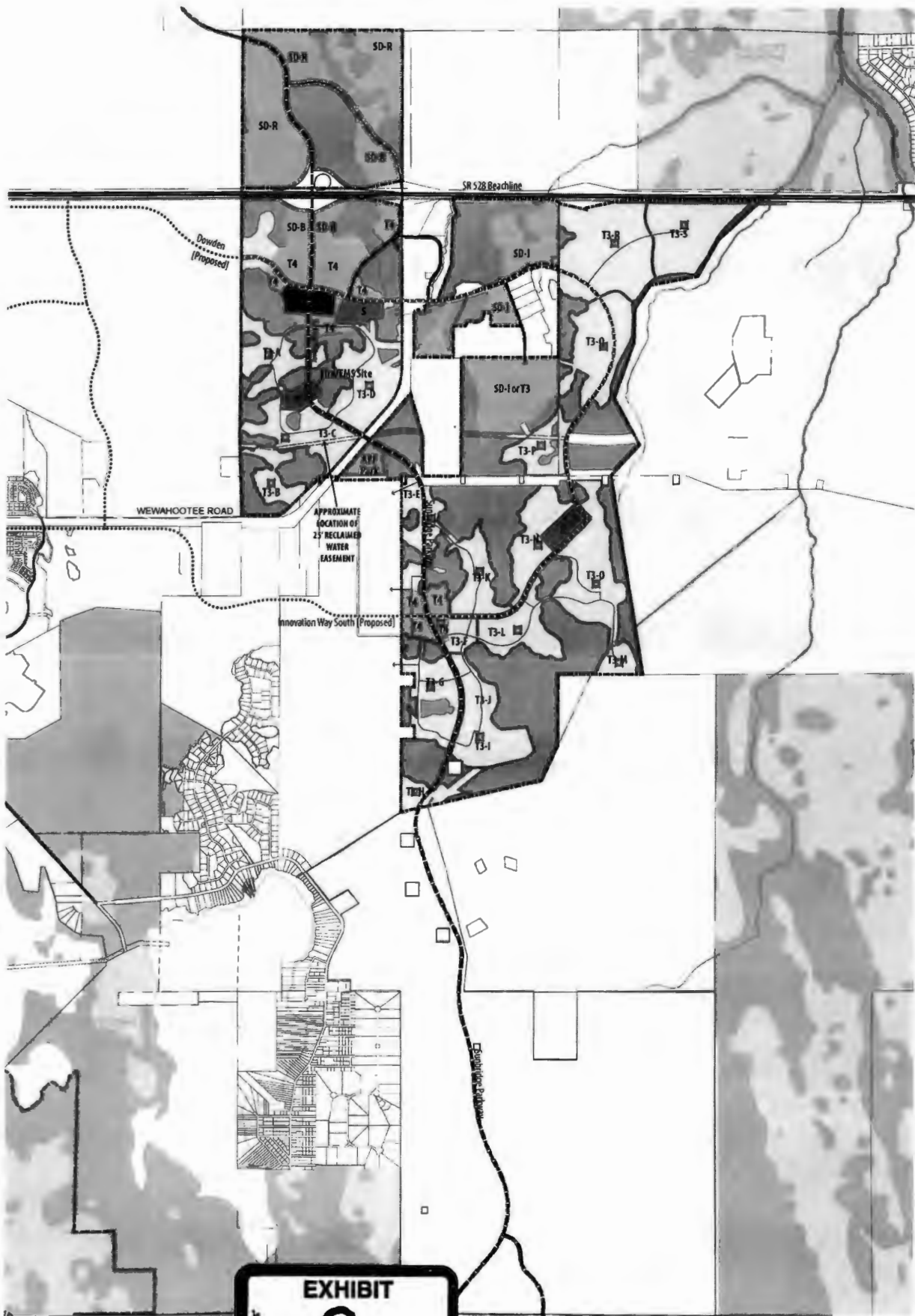


EXHIBIT
C

Sunbridge

November 10, 2016

Legend

- SD-R: Residential Single Detached
- SD-B: Residential Single Detached (Belted)
- T4: Residential Medium Density
- T3: Residential Medium Density (Belted)
- SD-1 or T3: Residential Single Detached / Residential Medium Density
- T3-B: Residential Medium Density (Belted)
- T3-C: Residential Medium Density (Belted)
- T3-D: Residential Medium Density (Belted)
- T3-E: Residential Medium Density (Belted)
- T3-F: Residential Medium Density (Belted)
- T3-G: Residential Medium Density (Belted)
- T3-H: Residential Medium Density (Belted)
- T3-I: Residential Medium Density (Belted)
- T3-J: Residential Medium Density (Belted)
- T3-K: Residential Medium Density (Belted)
- T3-L: Residential Medium Density (Belted)
- T3-M: Residential Medium Density (Belted)
- T3-N: Residential Medium Density (Belted)
- T3-O: Residential Medium Density (Belted)
- T3-P: Residential Medium Density (Belted)
- T3-Q: Residential Medium Density (Belted)
- T3-R: Residential Medium Density (Belted)
- T3-S: Residential Medium Density (Belted)
- T3-T: Residential Medium Density (Belted)
- T3-U: Residential Medium Density (Belted)
- T3-V: Residential Medium Density (Belted)
- T3-W: Residential Medium Density (Belted)
- T3-X: Residential Medium Density (Belted)
- T3-Y: Residential Medium Density (Belted)
- T3-Z: Residential Medium Density (Belted)
- SD-1: Residential Single Detached
- SD-2: Residential Single Detached
- SD-3: Residential Single Detached
- SD-4: Residential Single Detached
- SD-5: Residential Single Detached
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- SD-96: Residential Single Detached
- SD-97: Residential Single Detached
- SD-98: Residential Single Detached
- SD-99: Residential Single Detached
- SD-100: Residential Single Detached

TAVISTOCK
COMMUNITY SOLUTIONS GROUP