



COUNTY ATTORNEY'S OFFICE  
JEFFREY J. NEWTON, *County Attorney*

201 South Rosalind Avenue ■ 3rd Floor  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 ■ Fax 407-836-5888  
<http://www.ocfl.net>

**Public Hearing**

**MEMORANDUM**

DATE: October 6, 2016

TO: Katie Smith, Deputy Clerk of the  
Board of County Commissioners,  
Comptroller Clerk's Office

THRU: Cheryl Gillespie, Supervisor  
Agenda Development Office

FROM: Lila McHenry, Senior Assistant County Attorney  
Contact: (407) 836-5469 / Email to: [lila.mchenry@ocfl.net](mailto:lila.mchenry@ocfl.net)

RE: **Request for Public Hearing on November 29, 2016**  
before the Board of County Commissioners to Consider an Ordinance  
creating "Grove Resort Community Development District", and  
Providing for an effective date

Title of Ordinance:

**AN ORDINANCE OF THE BOARD OF  
COUNTY COMMISSIONERS FOR  
ORANGE COUNTY, FLORIDA,  
CREATING "GROVE RESORT  
COMMUNITY DEVELOPMENT  
DISTRICT" PURSUANT TO  
CHAPTER 190, FLORIDA  
STATUTES; PROVIDING FOR THE  
ESTABLISHMENT AND NAMING OF  
THE DISTRICT; PROVIDING FOR  
THE LEGAL DESCRIPTION OF THE  
EXTERNAL BOUNDARIES OF THE  
DISTRICT; PROVIDING FOR  
FINDINGS OF FACT; PROVIDING  
THE FUNCTIONS AND POWERS OF  
THE DISTRICT; DESIGNATING THE  
INITIAL MEMBERS OF THE  
DISTRICT'S BOARD OF  
SUPERVISORS; PROVIDING FOR  
THE APPLICABLE FILING FEE;  
PROVIDING FOR AN INTERLOCAL  
AGREEMENT; PROVIDING FOR**

LEGISLATIVE FILE #

16-140

November 29,  
2016

**COMPLIANCE WITH CHAPTER 190,  
FLORIDA STATUTES, AND ALL  
OTHER APPLICABLE LAWS AND  
ORDINANCES; PROVIDING FOR  
REPEAL IN THE ABSENCE OF  
BONDS BEING ISSUED; PROVIDING  
FOR SEVERABILITY; AND  
PROVIDING AN EFFECTIVE DATE.**

Applicant: Staff

Location: All Districts

Estimated time  
required for  
public hearing: Two minutes

Hearing controversial: No

Advertising  
requirement: Publish once in the legal notices section of a local  
newspaper of general circulation.

Advertising timeframe: At least 10 days prior to the public hearing.

Hearing required by  
Fla. Statute # or code: Section 125.66(2)(a), Florida Statutes (regular enactment  
procedure).

Spanish Contact Person: Para más información en español acerca de estas  
reuniones públicas o de cambios por ser efectuados, favor  
de llamar a la Oficina de los Abogados del Condado,  
Roberta Alfonso, at 407-836-7320.

The following materials will be submitted as backup for this public hearing request:

1. Ordinance
2. Memo to the Mayor and Board of County Commissioners

***SPECIAL INSTRUCTIONS TO CLERK:***

1. Please return one executed copy of the Ordinance to Lila McHenry via email  
attachment: [lila.mchenry@ocfl.net](mailto:lila.mchenry@ocfl.net).

c: Ajit Lalchandani, County Administrator  
Jeffrey J. Newton, County Attorney  
Chris Testerman, Assistant County Administrator  
Fred Winterkamp, Manager, Fiscal and Business Services Division



**COUNTY ATTORNEY'S OFFICE**  
**JEFFREY J. NEWTON, County Attorney**

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*Paralegals*  
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Maria Vargas, ACP

**MEMORANDUM**

**TO:** Katie Smith, Deputy Clerk, Comptroller Clerk of the BCC

**FROM:** Lila I. McHenry, Senior Assistant County Attorney

**DATE:** October 31, 2016

**RE:** **Public Hearing on November 29, 2016**  
Ordinance creating Grove Resort Community Development District

The Grove Resort Community Development District is publishing a legal notice on November 1, 2016, in the Orlando Sentinel regarding the above-referenced public hearing. Accordingly, I am enclosing the following pertinent documents which are required to be filed with your office and available for public inspection by October 31, 2016.

1. Petition to Establish a Community Development District
2. Ordinance
3. Agreement for Community Development District
4. Interlocal Agreement

Please contact me at (407) 836-5469 if you have any questions. Thank you.

LIM/eh  
Enclosure

s:\lmchenry\ordinancesresolutions\groveresortcdd\agenda memos\cvrmemo to clerk submittingrandyfitzgmaterials for 11-1 ntc.doc

ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS FOR ORANGE COUNTY, FLORIDA, CREATING "GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT" PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT AND NAMING OF THE DISTRICT; PROVIDING FOR THE LEGAL DESCRIPTION OF THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR THE APPLICABLE FILING FEE; PROVIDING FOR AN INTERLOCAL AGREEMENT; PROVIDING FOR COMPLIANCE WITH CHAPTER 190, FLORIDA STATUTES, AND ALL OTHER APPLICABLE LAWS AND ORDINANCES; PROVIDING FOR REPEAL IN THE ABSENCE OF BONDS BEING ISSUED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (hereinafter, the "Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, Section 190.005(2) of the Act requires that a petition for the establishment of a community development district of less than 2,500 acres be filed by the petitioner with the county commission of the county having jurisdiction over the majority of land in the area in which the district is to be located; and

WHEREAS, Section 190.005(1)(a) of the Act requires that such petition contain certain information to be considered at a public hearing before the Board of County Commissioners for Orange County, Florida (the "Board"); and

WHEREAS, The Grove Resort and Spa, LLC, (the "Petitioner"), having obtained written consent to the establishment of the District by the owners of one hundred percent (100%) of the real property to be included in the District, has petitioned Orange County, Florida (the "County") to establish Grove Resort Community Development District (the "District") pursuant to the Act; and

WHEREAS, Petitioner is a company authorized to conduct business in the State of Florida and whose address is c/o Westport Capital Partners, LLC, 40 Danbury Road, Wilton, Connecticut 06897; and

WHEREAS, the petition submitted on September 9, 2016 (the "Petition") to the County has been determined to contain the requisite information as mandated by Section 190.005(1)(a) of the Act; and

44       **WHEREAS**, all interested persons and affected units of general-purpose local government  
were afforded an opportunity to present oral and written comments on the Petition at a duly  
noticed public hearing conducted by the Board on November 29, 2016; and

46       **WHEREAS**, on November 29, 2016, the Board considered the record of the public hearing  
and the factors set forth in Section 190.005(1)(e) of the Act and, upon such review, has  
48       determined that granting the Petition for Establishment of Grove Resort Community  
Development District is in the best interest of the County; and

50       **WHEREAS**, establishment of the District will constitute a timely, efficient, effective,  
responsive and economic way to deliver community development services to the subject land  
52       and will provide for the orderly growth of unincorporated Orange County.

54       **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR**  
**ORANGE COUNTY, FLORIDA THAT:**

56       **Section 1.     Authority.** This ordinance is enacted in compliance with and pursuant to  
the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes.

58       **Section 2.     Establishment and District Name.** The Petition is hereby granted and  
there is hereby established a community development district situated entirely within  
60       unincorporated Orange County, Florida, which District shall be known as "Grove Resort  
Community Development District."

62       **Section 3.     External Boundaries of the District.** The external boundaries of the  
District are legally described in Exhibit A, attached hereto and incorporated herein by this  
64       reference, the overall parcel containing 105.69 contiguous acres, more or less. No real property  
within the external boundaries of the District is to be excluded.

66       **Section 4.     Findings of Fact.** The Board hereby finds and determines, pursuant to  
Section 190.005(2) of the Act, based on the testimony and evidence presented before it and the  
68       record established at the public hearing that:

- a.       All statements within the Petition are true and correct.

b. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the State Comprehensive Plan or the local Comprehensive Plan adopted by the County.

c. The area of land within the District, described in Exhibit A, is of a sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.

d. The District provides the best alternative available for delivering community development services and facilities to the area to be served by the proposed District without imposing an additional burden on the general population of the local general-purpose government. The establishment of the District will provide for a more efficient use of resources without burdening the general body of taxpayers in Orange County with the cost of installing the infrastructure and managing, operating and maintaining the community services and facilities.

e. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities. In addition, the establishment of the District will provide an entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

f. The area to be served by the proposed District is amenable to separate independent special-district government.

**Section 5. Functions and Powers.** The District shall have all powers and functions granted by the Act pursuant to Sections 190.011 and 190.012(1), Florida Statutes, as amended from time to time, to include the power to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities and basic

infrastructure within, and outside of, the boundaries of the District. Consent is hereby given to  
94 the District's Board of Supervisors having those special powers pertaining to recreation as  
described, authorized and limited by Section 190.012(2)(a), Florida Statutes. The District shall  
96 not have any zoning or permitting powers governing land development or the use of land. Any  
debt obligation of the District shall not constitute a debt or financial burden of any local general-  
98 purpose government. This Ordinance shall not, and shall not be construed to, expand, modify, or  
delete any provisions of the Uniform Community Development District Act of 1980 as set forth  
100 in Chapter 190, Florida Statutes.

**Section 6. Board Of Supervisors.** The five persons designated to serve as initial  
102 members of the District's Board of Supervisors are as follows:

	Name:	Noah Breakstone
104	Name:	David D'Ambrosio
	Name:	Kevin Mays
106	Name:	Paul Abbott
	Name:	James Moore

108 All of the above-listed persons shall serve until their successors are chosen and qualified,  
as provided in Section 190.006, Florida Statutes.

110 **Section 7. Filing Fee.** Petitioner has submitted a filing fee of \$12,731.00 with  
submission of the Petition covering the County's cost of administration and review of the  
112 Petition, the sufficiency of which is hereby acknowledged by the County.

**Section 8. Interlocal Agreement.**

114 a. **Failure to Adopt Interlocal Agreement.** Failure of the District's Board of  
Supervisors to adopt the Interlocal Agreement between Orange County and Grove Resort

116 Community Development District (the "Interlocal Agreement") in substantially the form  
attached hereto as Exhibit B within 90 days of the effective date of this Ordinance may result in  
118 repeal of this Ordinance by the Board of County Commissioners without further notice. Once  
approval of the Interlocal Agreement is secured from Orange County and the District, the  
120 Interlocal Agreement shall be recorded in the Public Records of Orange County, Florida, at the  
District's expense, to indicate fulfillment of this obligation and the County will not endeavor to  
122 repeal this Ordinance.

b. *Challenges Precluded.* The District shall not initiate any action or proceeding  
124 following the effective date of this Ordinance in or with any court of competent jurisdiction or  
administrative agency the purpose of which is to challenge to the validity of this Ordinance or  
126 the Interlocal Agreement.

**Section 9. Compliance With Laws And Ordinances.** The District shall comply with  
128 the provisions of the Act and all applicable federal, state and local laws, ordinances, statutes,  
rules and regulations, including the Orange County Comprehensive Plan and all applicable  
130 provisions of the Codes and Ordinances of Orange County, Florida.

**Section 10. Severability.** If any provision of this Ordinance, or the application thereof,  
132 is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable,  
such provision shall be deemed to be severable and the remaining provisions shall continue in  
134 full force and effect, provided that the invalid, illegal or unenforceable provision is not material  
to the logical and intended interpretation of this Ordinance.

136 **Section 11. Effective Date.** This Ordinance shall take effect pursuant to general law.

138 [CONTINUED ON NEXT PAGE]





Exhibit A  
Legal Description of District Boundaries

LEGAL DESCRIPTION:**PARCEL B**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 694.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,887.47 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 298.67 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 322.06 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,090.92 FEET, CENTRAL ANGLE OF 14°19'58", CHORD BEARING OF SOUTH 01°33'56" WEST AND A CHORD DISTANCE OF 272.19 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 272.90 FEET; THENCE RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 24.75 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1,346.84 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 543.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.98 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

**PARCEL C1**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 159.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 308.57 FEET TO THE POINT BEGINNING, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 139°54'58", A CHORD BEARING OF NORTH AND A CHORD DISTANCE OF 206.68 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 268.62 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE 13.80 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 45.41 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 124.79 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 106.54 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 303.12 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 322.74 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 188.09 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,445.83 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.66 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

**PARCEL C2**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 380.61 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 69°38'26", A CHORD BEARING OF SOUTH 35°08'15" WEST AND A CHORD DISTANCE OF 125.62 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.70 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE 13.80 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,445.83 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 403.79 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,887.47 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 636.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.98 ACRES, MORE OR LESS.

168 AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

LEGAL DESCRIPTION:

PARCEL C3

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 2,037.66 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,919.79 FEET, A CENTRAL ANGLE OF 03°58'22", A CHORD BEARING OF SOUTH 05°35'50" EAST, AND A CHORD DISTANCE OF 202.41 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.45 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 174.65 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 106.54 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 124.79 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 45.41 FEET; THENCE RUN SOUTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 70°16'31", A CHORD BEARING OF SOUTH 34°49'14" EAST AND A CHORD DISTANCE OF 126.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.92 FEET ; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 380.61 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.31 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

PARCEL D

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'18" EAST, A DISTANCE OF 713.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1,329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 712.61 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,329.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.76 ACRES, MORE OR LESS.

TOTAL AREA: 105.69 ACRES, MORE OR LESS.

Exhibit B  
Interlocal Agreement

# **PETITION TO ESTABLISH GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT**

Submitted by:

Miranda F. Fitzgerald, Esq.  
Florida Bar No. 273945  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801  
Phone: 407-418-6340  
[miranda.fitzgerald@lowndes-law.com](mailto:miranda.fitzgerald@lowndes-law.com)

and

Michael C. Eckert  
Florida Bar No. 80314  
HOPPING GREEN & SAMS, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
(850) 222-7500  
[michaele@hgslaw.com](mailto:michaele@hgslaw.com)

Attorneys for Petitioner

**BEFORE THE COUNTY COMMISSION OF  
ORANGE COUNTY, FLORIDA**

**PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, The Grove Resort and Spa, LLC, (hereafter "Petitioner"), hereby petitions the County Commission of Orange County, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District (hereafter "District") with respect to the land described herein. In support of this petition, Petitioner states:

1.     Location and Size.     The proposed District is located entirely within unincorporated Orange County, Florida. **Composite Exhibit 1** depicts the general location of the project. The proposed District covers approximately 105.69 acres of land. The site is located in the area generally west of Avalon Road (County Road 545), east of US Highway 27 and north of West Irlo Bronson Memorial Highway (US Highway 192). The metes and bounds description of the external boundaries of the District is set forth in **Composite Exhibit 2**.

2.     Excluded Parcels.     There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3.     Landowner Consent.     Petitioner has obtained written consent to establish the District from the Landowners of one hundred percent (100%) of the real property located within the District in accordance with Section 190.005, Florida Statutes. Documentation of this consent is contained in **Exhibit 3**. Petitioner may transfer some of the real property within the proposed District to an affiliate of Petitioner while this Petition is pending. If and when that occurs, updated landowner consents will be provided to Orange County.

4.     Initial Board Members.     The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Noah Breakstone  
Address: 401 East Las Olas Boulevard, Suite 1870  
Ft. Lauderdale, Florida 33301

Name: David D'Ambrosio  
Address: 401 East Las Olas Boulevard, Suite 1870  
Ft. Lauderdale, Florida 33301

Name: Kevin Mays  
Address: 15665 Grande Palisades Boulevard  
Winter Garden, Florida 34787

Name: Paul Abbott  
Address: 401 East Las Olas Boulevard, Suite 1870  
Ft. Lauderdale, Florida 33301

Name: James Moore  
Address: 15665 Grande Palisades Boulevard  
Winter Garden, Florida 34787

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is "Grove Resort Community Development District."

6. Existing Land Uses. The existing land uses within and abutting the proposed District are depicted on **Exhibit 4**. The lands within the proposed District are presently under development.

7. Future Land Uses. The future general distribution, location, and extent of the public and private land uses proposed within the District are generally depicted on **Exhibit 5**.

8. Major Water and Wastewater Facilities. **Composite Exhibit 6** shows the pre-development drainage patterns of the lands to be included within the proposed District and the existing trunk water mains and sewer interceptors and outfalls, if any.

9. District Facilities and Services. **Exhibit 7** describes the type of facilities Petitioner presently expects the District to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. These facilities will serve the resort development within the District. The estimated costs of constructing the infrastructure serving land within the proposed District are identified in **Exhibit 8**. At present, these improvements are estimated to be made, acquired, constructed, and/or installed in one phase from November 2016 to May 2017. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

10. Statement of Estimated Regulatory Costs. **Exhibit 9** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes (2015). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

11. Authorized Agent. The Petitioner is authorized to do business in Florida. The authorized agents for the Petitioner are Miranda F. Fitzgerald and Michael C. Eckert. See **Exhibit 10**. Copies of all correspondence and official notices should also be sent to:

Miranda F. Fitzgerald, Esq.  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801

Michael C. Eckert  
Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, FL 32314

12. This petition to establish the Grove Resort Community Development District should be granted for the following reasons:



a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the County Comprehensive Plan.

b. The area of land within the proposed District is part of a planned resort community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated resort community.

c. The establishment of the District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned resort community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the County Commission of Orange County, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes (2015);

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, as authorized and described by Sections 190.012 (2)(a), Florida Statutes (2015).

RESPECTFULLY SUBMITTED, this 9 day of September, 2016.

BY: 

Michael C. Eckert  
Florida Bar No. 80314  
HOPPING GREEN & SAMS, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
(850) 222-7500  
[michaele@hgslaw.com](mailto:michaele@hgslaw.com)

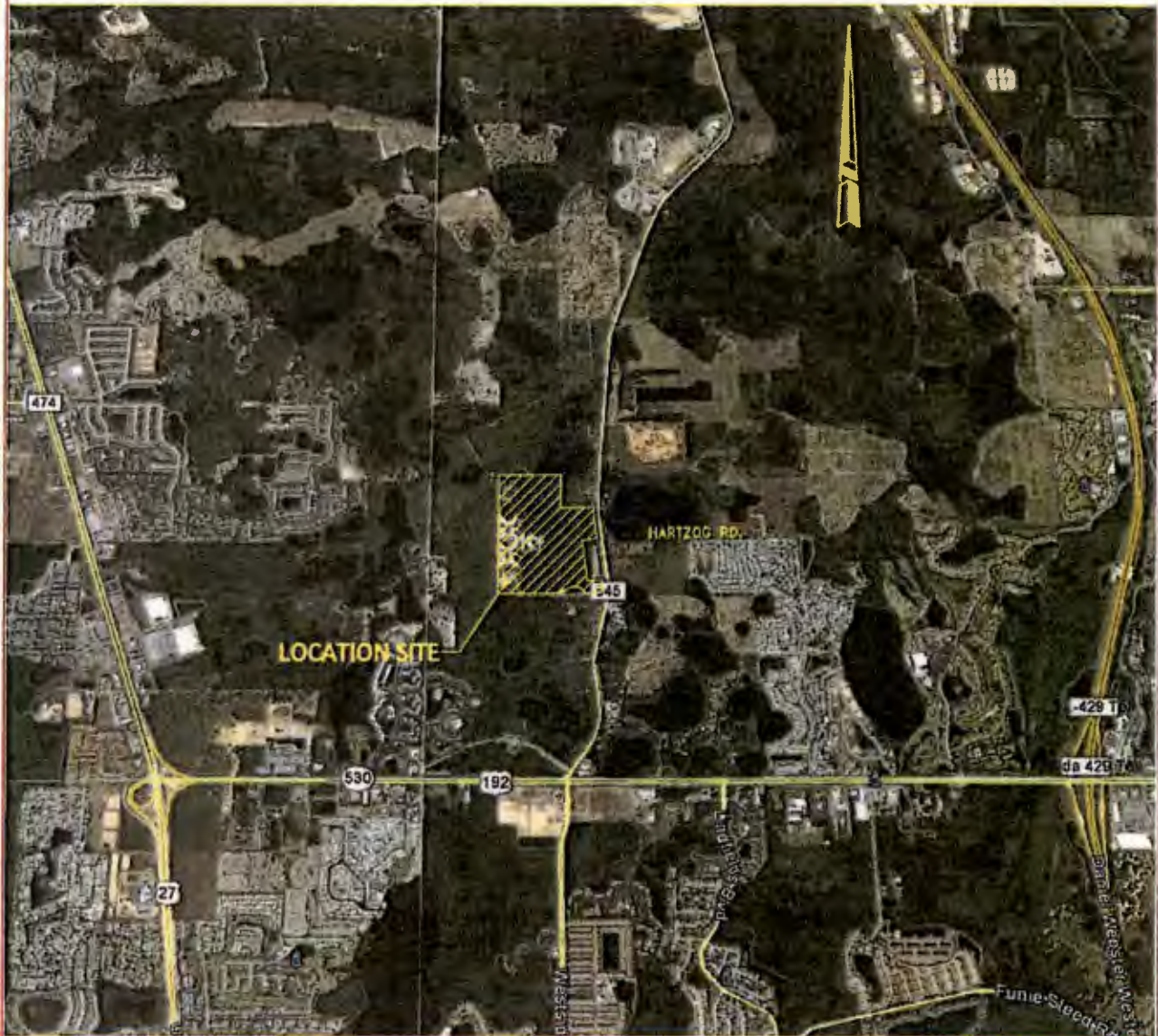
And

Miranda F. Fitzgerald, Esq.  
Florida Bar No. 273945  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801  
Phone: 407-418-6340  
[miranda.fitzgerald@lowndes-law.com](mailto:miranda.fitzgerald@lowndes-law.com)

Attorneys for Petitioner

Tab 1





400 W. EMMETT STREET, KISSIMMEE, FL 34741-8481  
 PHONE: (408) 847-9433 FAX: (408) 847-2498  
 ENGINEERING, SURVEYING AND PLANNING  
**HWA**  
 Hanson, Walter & Associates, Inc.

GROVE RESORT CDD

2 MILES RADIUS LOCATION MAP

DATE 01/2016

EXHIBIT 1





400 W. EMMETT STREET, KISSIMMEE, FL 34741-5451  
 PHONE: (408) 847-9433 FAX: (408) 847-2480

ENGINEERING, SURVEYING AND PLANNING

Hanson, Walter & Associates, Inc.



GROVE RESORT CDD

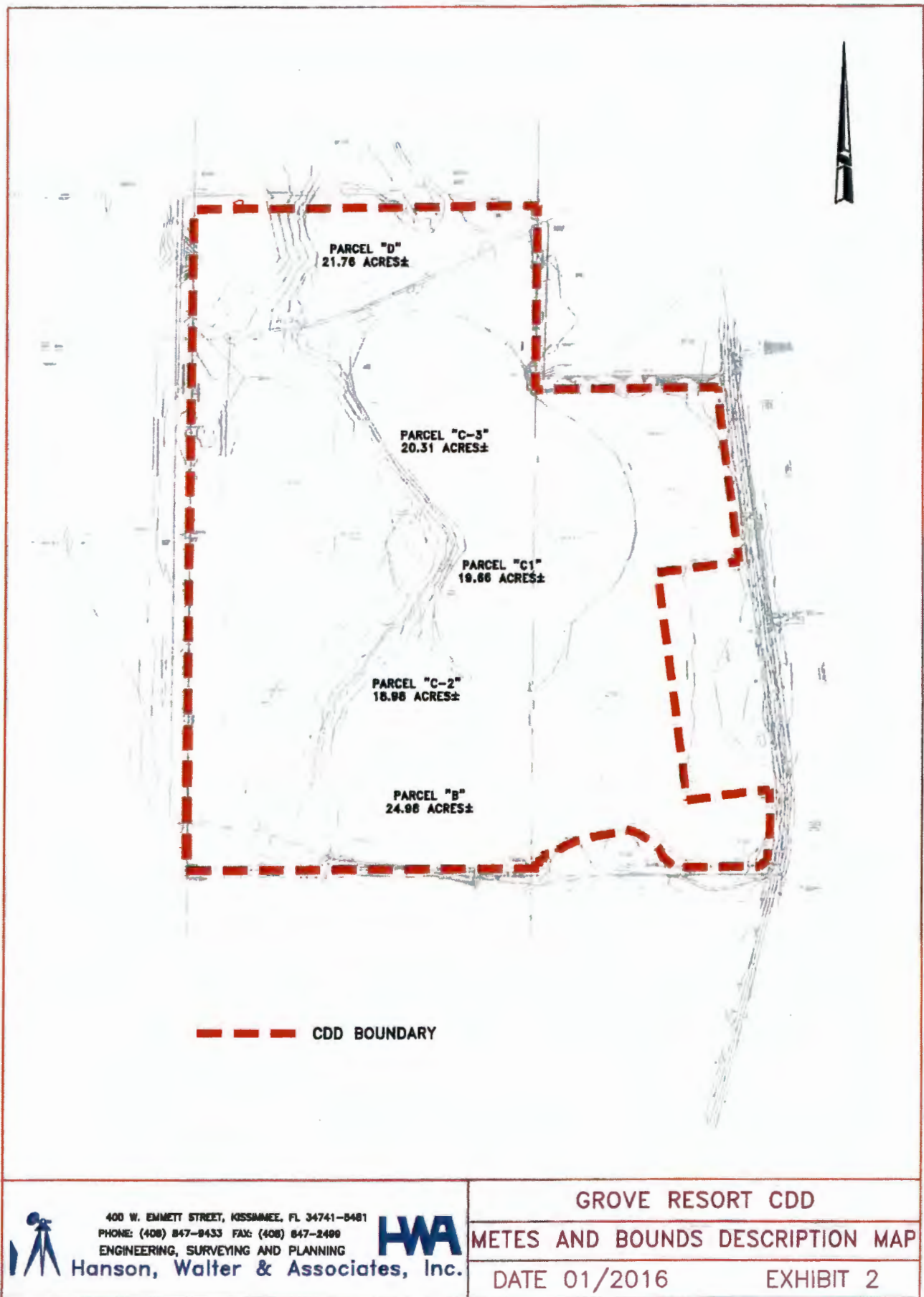
LOCATION MAP

DATE 01/2016

EXHIBIT 1A



Tab 2





LEGAL DESCRIPTION:

**PARCEL B**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 684.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,887.47 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 288.67 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 322.06 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,090.92 FEET, CENTRAL ANGLE OF 14°19'58", CHORD BEARING OF SOUTH 01°33'56" WEST AND A CHORD DISTANCE OF 272.19 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 272.90 FEET; THENCE RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.87 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 82°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 24.75 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1,346.84 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 543.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.98 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

**PARCEL C1**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 159.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 308.57 FEET TO THE POINT BEGINNING, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 139°54'58", A CHORD BEARING OF NORTH AND A CHORD DISTANCE OF 206.68 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 268.62 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE 13.80 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 45.41 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 124.79 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 106.54 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 303.12 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 322.74 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 188.09 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,445.83 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.66 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

**PARCEL C2**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 380.61 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 69°38'26", A CHORD BEARING OF SOUTH 35°08'15" WEST AND A CHORD DISTANCE OF 125.62 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.70 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE 13.80 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,445.83 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 403.79 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,887.47 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 636.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.98 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:



400 W. EMMETT STREET, MISSISSAUGA, ONT. L4V 1C1  
PHONE: (416) 847-8433 FAX: (416) 847-2499  
ENGINEERING, SURVEYING AND PLANNING

**HWA**  
**Hanson, Walter & Associates, Inc.**

GROVE RESORT CDD

METES AND BOUNDS DESCRIPTION MAP

DATE 01/2016

EXHIBIT 2A

I:\4072-30\ENGINEERING\CADD\PLANS\EXHIBIT\4072-29 EXHIBIT METES AND BOUNDS.dwg \* Jan 11, 2016-4:38pm \* plotted by jvargas



**LEGAL DESCRIPTION:**

**PARCEL C3**

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 2,037.66 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,919.79 FEET, A CENTRAL ANGLE OF 03°58'22", A CHORD BEARING OF SOUTH 05°35'50" EAST, AND A CHORD DISTANCE OF 202.41 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.45 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 174.65 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 106.54 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 124.79 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 45.41 FEET; THENCE RUN SOUTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 70°16'31", A CHORD BEARING OF SOUTH 34°49'14" EAST AND A CHORD DISTANCE OF 126.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.82 FEET ; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 380.61 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.31 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

**PARCEL D**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'18" EAST, A DISTANCE OF 713.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1,329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 712.61 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,329.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.76 ACRES, MORE OR LESS.

TOTAL AREA: 105.69 ACRES, MORE OR LESS.



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ENGINEERING, SURVEYING AND PLANNING



Hanson, Walter & Associates, Inc.

GROVE RESORT CDD

METES AND BOUNDS DESCRIPTION MAP

DATE 01/2016

EXHIBIT 2B

Tab 3



CONSENT AND JOINDER TO ESTABLISHMENT  
OF A COMMUNITY DEVELOPMENT DISTRICT

as successor by  
merger with  
GLS Property  
Holdings, LLC

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that The Grove Resort and Spa, LLC, (formerly known as Grande Palisades Property Holdings, LLC) ("Petitioner"), intends to submit an application to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of the Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petition, a consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[REMAINDER OF PAGE LEFT BLANK]

Executed this 25th day of August, 2016.

Witnessed:

**The Grove Resort and Spa, LLC, a Delaware limited liability company**, as successor by merger with GRS Property Holdings, LLC (formerly known as Grande Palisades Property Holdings, LLC)

**By: Grande Palisades Holdings III, LLC, a Delaware limited liability company, its Managing Member**

Peggy Ficano  
Print Name: \_\_\_\_\_

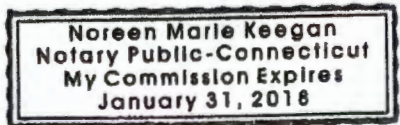
Peggy Ficano  
Print Name: \_\_\_\_\_

by: [Signature] by: [Signature]  
By: Jordan Sovereignty Marie Foreoff  
Its: Vice President Vice President and Secretary

STATE OF ~~FLORIDA~~ CONNECTICUT  
COUNTY OF FAIRFIELD

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Jordan Sovereignty and Marie Foreoff, \_\_\_\_\_ of Grande Palisades Holdings III, LLC, the Managing Member of **The Grove Resort and Spa, LLC**, a Delaware limited liability company, who executed the foregoing instrument, acknowledged before me that s/he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 25th day of August, 2016.



Noreen Marie Keegan  
Notary Public

Personally known: ✓  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

Vice President and Vice President and Secretary, respectively,

# EXHIBIT A

## LEGAL DESCRIPTION:

### PARCEL B

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 694.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,887.47 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 298.67 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 322.06 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,090.92 FEET, CENTRAL ANGLE OF 14°19'58", CHORD BEARING OF SOUTH 01°33'56" WEST AND A CHORD DISTANCE OF 272.19 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 272.90 FEET; THENCE RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.80 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.48 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 24.75 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1,346.84 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 543.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.98 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

### PARCEL C1

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 159.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 308.57 FEET TO THE POINT BEGINNING, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 139°54'58", A CHORD BEARING OF NORTH AND A CHORD DISTANCE OF 206.68 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 268.62 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 45.41 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 124.79 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 106.54 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 303.12 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 322.74 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 188.09 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,445.83 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.66 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

### PARCEL C2

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 380.61 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 69°38'26", A CHORD BEARING OF SOUTH 35°08'15" WEST AND A CHORD DISTANCE OF 125.62 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.70 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE 13.80 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,445.83 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 403.79 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,887.47 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 636.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.98 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:



400 W. EMMETT STREET, KISSIMMEE, FL 34741-3481  
PHONE: (408) 847-9433 FAX: (408) 847-2498  
ENGINEERING, SURVEYING AND PLANNING



Hanson, Walter & Associates, Inc.

GROVE RESORT CDD

METES AND BOUNDS DESCRIPTION MAP

DATE 01/2016

EXHIBIT 2A

I:\4072-30\ENGINEERING\CADD\PLANS\EXHIBIT\4072-29 EXHIBIT METES AND BOUNDS.dwg \* Jan 11, 2016-4:38pm \* plotted by jvargas



LEGAL DESCRIPTION:

PARCEL C3

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 2,037.66 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,919.79 FEET, A CENTRAL ANGLE OF 03°58'22", A CHORD BEARING OF SOUTH 05°35'50" EAST, AND A CHORD DISTANCE OF 202.41 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.45 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 174.65 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 106.54 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 124.79 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 45.41 FEET; THENCE RUN SOUTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 70°16'31", A CHORD BEARING OF SOUTH 34°49'14" EAST AND A CHORD DISTANCE OF 126.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.92 FEET; THENCE RUN SOUTH 88°22'16" WEST, A DISTANCE OF 380.61 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.31 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

PARCEL D

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'18" EAST, A DISTANCE OF 713.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1,329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 712.61 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,329.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.76 ACRES, MORE OR LESS.

TOTAL AREA: 105.69 ACRES, MORE OR LESS.



400 W. EMMETT STREET, KISSIMMEE, FL 34741-5481

PHONE: (408) 847-9433 FAX: (408) 847-2499

ENGINEERING, SURVEYING AND PLANNING

Hanson, Walter & Associates, Inc.



GROVE RESORT CDD

METES AND BOUNDS DESCRIPTION MAP

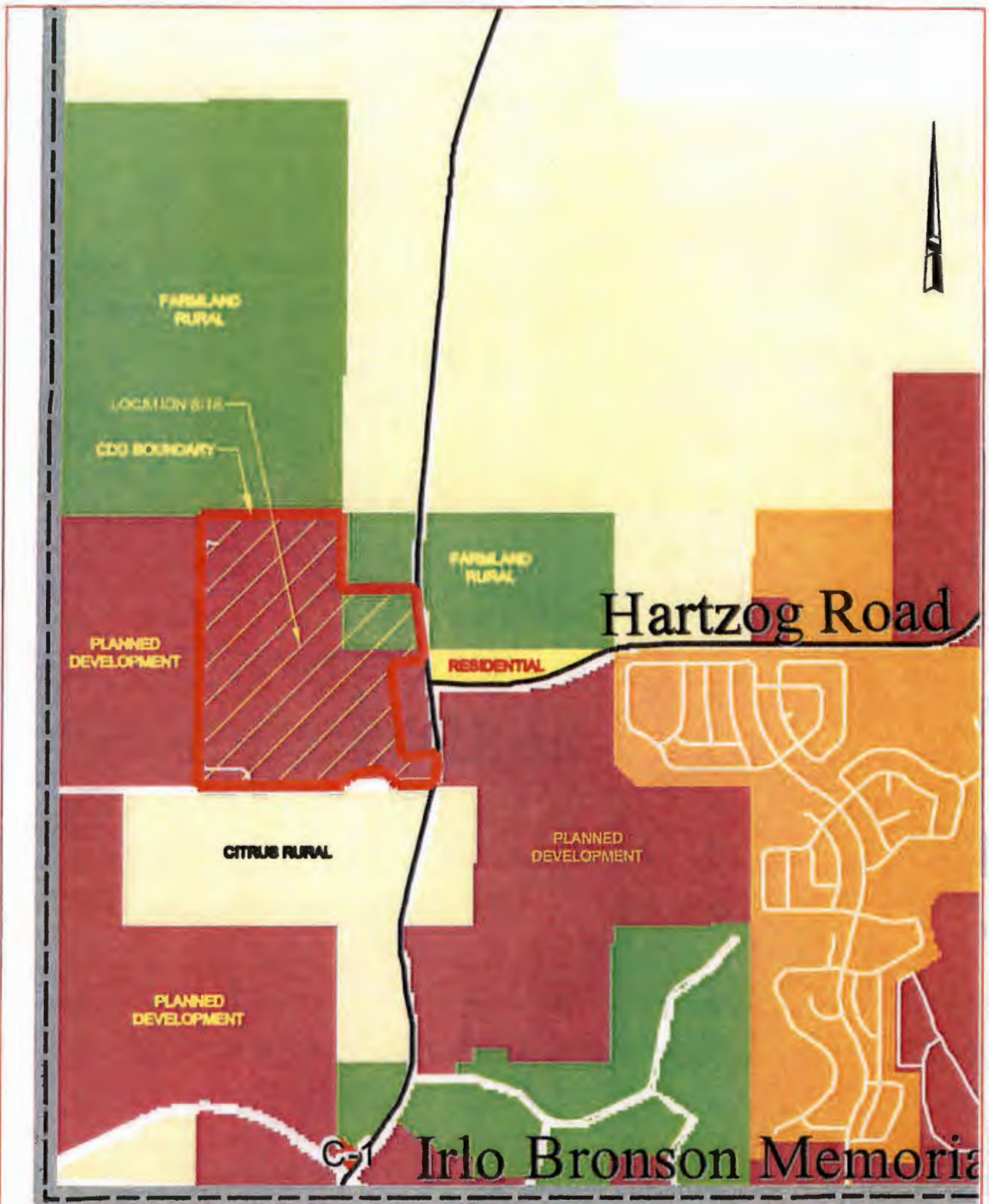
DATE 01/2016

EXHIBIT 2B

I:\4072-30\ENGINEERING\CADD\PLANS\EXHIBIT\4072-29 EXHIBIT METES AND BOUNDS.dwg \* Jan 11, 2016-4:39pm \* plotted by jvargas

Tab 4





400 W. EMMETT STREET, KISSIMMEE, FL 34741-5481  
 PHONE: (408) 847-9433 FAX: (408) 847-2498  
 ENGINEERING, SURVEYING AND PLANNING  
**Hanson, Walter & Associates, Inc.**



**GROVE RESORT CDD**

**ZONING MAP**

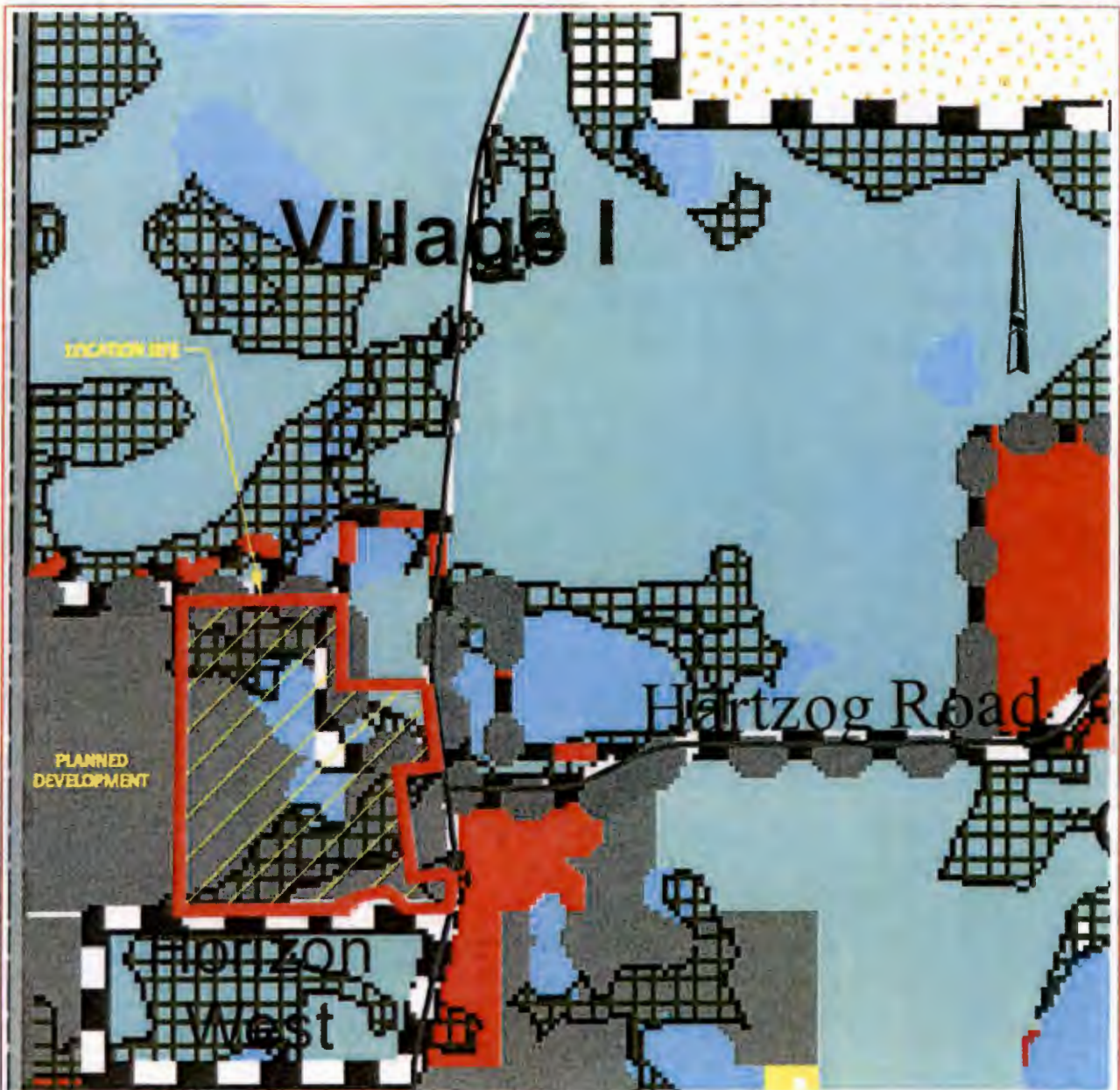
DATE 01/2016

EXHIBIT 4



Tab 5





- |   |  |  |   |   |
|---|--|--|---|---|
| <ul style="list-style-type: none"> <li>Rural *</li> <li>Rural 1/1</li> <li>Rural 1/2</li> <li>Rural 1/5</li> <li>Rural Settlement Low Density</li> <li>Low Density Residential</li> <li>Low-Medium Density</li> <li>Medium Density Residential</li> <li>High Density Residential</li> </ul> | <ul style="list-style-type: none"> <li>Traditional Neighborhood</li> <li>Neighborhood Activity Corridor</li> <li>Neighborhood Center</li> <li>Neighborhood Residential</li> <li>Activity Center Residential</li> <li>Activity Center Mixed Use</li> <li>Community Village Center</li> <li>Village</li> <li>Office</li> </ul> | <ul style="list-style-type: none"> <li>Commercial</li> <li>Industrial</li> <li>Institutional</li> <li>Education</li> <li>Parks/Recreation</li> <li>Preservation</li> <li>Planned Development **</li> <li>Water Body</li> </ul> | <ul style="list-style-type: none"> <li>Innovation Way MMTD *****</li> <li>Conservation</li> <li>Rural Settlement</li> <li>Urban Service Area</li> <li>Growth Center</li> <li>Innovation Way Overlay</li> <li>Wekiva Protection Area</li> <li>Wekiva Study Area</li> </ul> | <ul style="list-style-type: none"> <li>Ecan Protection Area</li> <li>Horizon West ***</li> <li>Town Center ***</li> <li>Village I ***</li> <li>Village F ***</li> <li>Village H ***</li> <li>Bridgewater Village ***</li> <li>Lakeside Village ***</li> </ul> |
|---|--|--|---|---|

\*\*\*The Rural 1/1 and 1/2 designations are defined by the Future Land Use Map as open space and are not to be used for any other purpose. The Rural 1/1 and 1/2 designations are defined by the Future Land Use Map as open space and are not to be used for any other purpose.

\*\*\*\*The Rural 1/1 and 1/2 designations are defined by the Future Land Use Map as open space and are not to be used for any other purpose. The Rural 1/1 and 1/2 designations are defined by the Future Land Use Map as open space and are not to be used for any other purpose.

\*\*\*\*\*The Rural 1/1 and 1/2 designations are defined by the Future Land Use Map as open space and are not to be used for any other purpose. The Rural 1/1 and 1/2 designations are defined by the Future Land Use Map as open space and are not to be used for any other purpose.



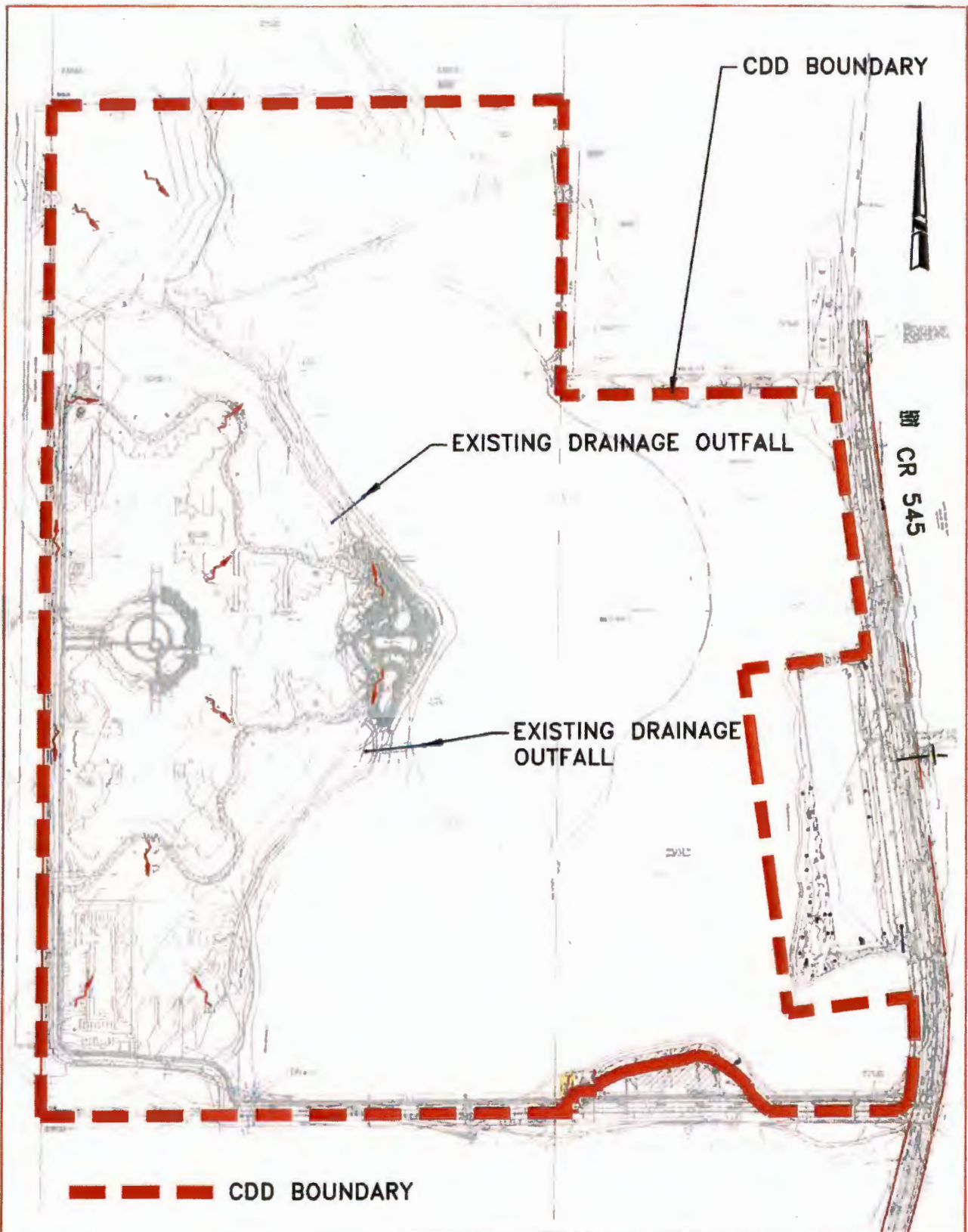
400 W. EMMETT STREET, KISSIMMEE, FL 34741-0481  
 PHONE: (408) 847-9433 FAX: (408) 847-2499  
 ENGINEERING, SURVEYING AND PLANNING  
**Hanson, Walter & Associates, Inc.**



GROVE RESORT CDD  
 FUTURE LAND USE MAP  
 DATE 01/2016 EXHIBIT 5



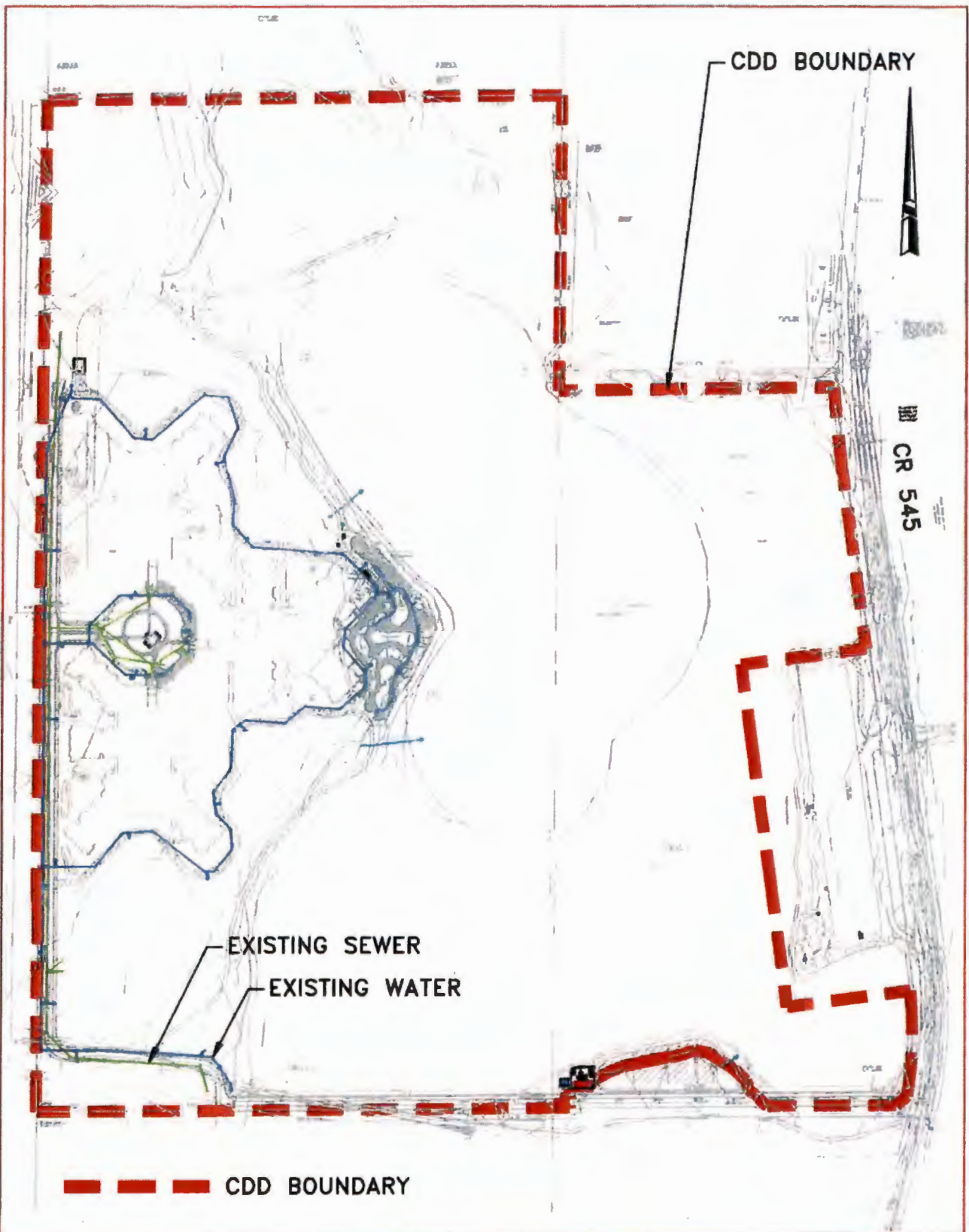
Tab 6



 <p>400 W. EMMETT STREET, KISSIMMEE, FL 34741-5481          PHONE: (408) 847-8433 FAX: (408) 847-2489          ENGINEERING, SURVEYING AND PLANNING  <b>Hanson, Walter &amp; Associates, Inc.</b></p>	GROVE RESORT CDD	
	EXISTING DRAINAGE OUTFALLS	
	DATE 01/2016	EXHIBIT 6B

I:\4072-30\ENGINEERING\CADD\PLANS\EXHIBIT\4072-29 EXHIBIT 6B EXIST DRAINAGE OUTFALLS.dwg \* Jan 19, 2016-2:37pm \* plotted by jvargas





400 W. EMMETT STREET, KISSIMEE, FL 34741-8481  
 PHONE: (408) 847-8433 FAX: (408) 847-2488  
 ENGINEERING, SURVEYING AND PLANNING  
**Hanson, Walter & Associates, Inc.**



**GROVE RESORT CDD**  
 EXIST. SAN. SEWER AND WATER  
 DISTRIBUTION SYSTEM

DATE 01/2016

EXHIBIT 6

Tab 7

**Exhibit 7**

**PROPOSED FACILITIES AND SERVICES**

Grove Resort Community Development District

<b>Facility</b>	<b>Financed By</b>	<b>Ownership</b>	<b>Operation and Maintenance</b>
Recreation Facilities	CDD	CDD	CDD
Landscaping, Hardscaping, Signage, Irrigation and Lighting	CDD	CDD	CDD

---



Tab 8



**EXHIBIT 8**

**GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT**

**Estimated Costs of Proposed Infrastructure Plan**

<b>Facility</b>	<b>Estimated Cost</b>
Recreation Facilities	\$8,700,000
Landscaping, Hardscaping, Irrigation and Lighting	\$1,350,000
Professional Fees and Contingency @ 10%	\$1,005,000
<hr/>	
TOTAL	\$11,055,000

Tab 9



**STATEMENT OF ESTIMATED  
REGULATORY COSTS  
ACCOMPANYING THE  
PETITION TO ESTABLISH  
GROVE RESORT COMMUNITY  
DEVELOPMENT DISTRICT**

**September 8, 2016**

**Prepared by:**

**Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, Florida 32817**

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## STATEMENT OF ESTIMATED REGULATORY COSTS

### Grove Resort Community Development District

September 8, 2016

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#### 1.0 Introduction

##### 1.1 Purpose

This statement of estimated regulatory costs ("SERC") serves as an exhibit to the petition ("Petition") to establish the proposed Grove Resort Community Development District ("District"). The proposed District will include approximately 105.69 acres of land on which The Grove Resort and Spa, LLC ("Petitioner") or its affiliates plans to develop a portion of its Grove Resort development ("Project"). The District is planned to include 890 condominium units, recreational amenities, and supporting infrastructure.

The lands within the proposed District are located within the boundaries of Orange County, Florida ("County"). The District proposes to provide community services to the land uses planned for the District, as described in more detail below.

##### 1.2 Scope of the Analysis

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes (governing Community Development District formation or alteration) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and *based only on factors material to managing and financing* the service delivery function of the district, so that *any matter concerning permitting or planning of the development is not material or relevant*" (emphasis added).



### 1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. defines the elements that a statement of estimated regulatory costs must contain:

- a) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
- b) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.
- c) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.
- d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.
- e) Any additional information that the agency determines may be useful.
- f) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

For purposes of a SERC prepared pursuant to 190.005, F.S., the term "rule" cited above has the same meaning as "ordinance."

**2.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance**

As outlined above, the District is planned to include condominium development and, likely, multiple property owners at build-out. It is the property owners within the District that will be served by, and therefore most affected by, the District. However, the proposed ordinance establishing the District will not *require* the compliance of these District property owners. All initial property owners within the District have consented to the formation of the District and those who choose to purchase property within the District will be aware of the District and will purchase property within the District on a voluntary basis.

It is planned that the District will provide community services to the properties within its boundaries, as outlined in Table 1 below.

**Table 1. Proposed Facilities and Services**

<b><u>Infrastructure Category</u></b>	<b><u>Funded By</u></b>	<b><u>Maintained By</u></b>	<b><u>Ownership</u></b>
Recreation Facilities	District	District	District
Landscape, Hardscape, Signage, Lighting, Etc.	District	District	District

All of the property owners within the District will be subject to District rules related to the services provided by, and the facilities owned or operated by, the District. District property owners will also be responsible for paying District assessments to install or acquire the public infrastructure improvements listed above and to fund the District's operations and maintenance expenses incurred thereafter on an ongoing basis. Of course, prior to the sale of the real estate to end users, all of the undeveloped land owned by the petitioner and any other landowner will also be under the jurisdiction of the District and subject to funding their share of the District's operations and maintenance expenses.

**3.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues**

**3.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance**

State Governmental Entities

The cost to State entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 1,000 acres and is located within the boundaries of the County. Therefore, the County (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed ordinance. The District is a special purpose unit of local government, and is required to file various reports with the State of Florida, the Department of Economic Opportunity and other agencies of the State. The District's filing requirements are outlined in the attached Appendix. However, the additional costs to the State and its various departments to process the additional filings from the District are very low, since the State routinely processes filings from many other similar districts.

Orange County

The Petition to establish the District will require the County to review the Petition and its supporting exhibits. In addition, the County will hold a public hearing to discuss the Petition and consider any public input on the establishment of the District. These activities will require the time of County staff members and of the County Commission. However, these costs will be modest at most for the following reasons. First, the review of the Petition to establish the District does not include an analysis of the project itself. In fact, such a review of the project is prohibited by statute. Second, the Petition contains all of the information necessary for the County's review. Third, the County currently has the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the County routinely processes similar petitions for land use and zoning changes that are far more complicated than this Petition to

establish the District. These costs will be offset by the required County filing fee of \$12,731, which will be paid by the Petitioner concurrently with the filing of the Petition.

The County will incur negligible continuing costs if the petition is approved. The proposed District is an independent unit of local government, so the District is responsible for its own budget, reporting, and the full conduct of its powers within its boundaries. The District will provide the County with its budget each year for the County's review and comment, but no County action on the budget is required. Table 1 above outlines the Petitioner's current good faith estimate of the facilities the District and/or the County may provide and/or maintain.

### 3.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or County revenues. The District is an independent unit of local government. The District is designed to provide community facilities and services to serve the Project.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida State law, debts of the District are strictly its own responsibility.

### 4.0 **A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance**

The District may impose non-ad valorem assessments on the properties within its boundaries to fund the both the installation or acquisition of its public infrastructure and for the ongoing operation and maintenance of this infrastructure. Community development districts are typically efficient providers of maintenance services as they are subject to government bidding requirements, professionally managed, and have the ability to place non-ad valorem assessments on the County tax roll to fund these



activities. A good faith estimate of the costs of the District's public infrastructure is found below in Table 2.

**Table 2. District Capital Improvement Program Cost Estimates**

<b><u>Category</u></b>	<b><u>Estimated Cost</u></b>
Recreation Facilities	\$8,700,000
Landscaping, Hardscaping, Irrigation, & Lighting	\$1,350,000
Professional Fees & Contingency (10%)	<u>\$1,005,000</u>
<b>Total</b>	<b>\$11,055,000</b>

The public improvements outlined above will likely be funded through the District's issuance of long-term bond debt. Repayment of the District's bond debt will be secured by assessments levied on all properties within the District in proportion to the relative benefit received by each property within the District. Thus, revenue from the properties located within the District will be the sole security for the repayment of any debt issued by the District. Estimates of the District's bond financing program are found below in Table 3.

**Table 3. Estimated District Bond Financing Program**

<b><u>Bond Fund</u></b>	<b><u>Bond Fund Value</u></b>
<b>Construction/Acquisition Fund</b>	<b>\$11,055,000</b>
Debt Service Reserve	\$967,684
Capitalized Interest	\$799,200
Costs of Issuance	\$230,000
Underwriter's Fee	\$266,400
Contingency	<u>\$1,716</u>
<b>Total Bond Principal</b>	<b>\$13,320,000</b>

All private District property owners will be subject to bond debt service assessments. The District's bond debt service assessments are subject to changes based on an analysis of the benefit received by each landowner from the District's facilities and services, direction from the District's Board of Supervisors, and other factors. However, preliminary

estimates of District bond debt service assessments range from \$800 to \$1,200 per year per condominium unit.

It is important to note that the costs incurred by the District in providing its infrastructure and services are typical for development of the type contemplated here. In other words, there is nothing peculiar about the District's financing activities that would require additional funding over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Thus, District-imposed assessments for operations and maintenance costs will be similar to what would be charged in any event by a property owners' association common to most master planned developments.

Real estate markets are generally efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. The operations and maintenance charges for property within the Project must be in line with the competition. Furthermore, the decision by new property owners to locate within the District is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in exchange for the benefits that the District provides.

**5.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.**

There will be no impact on small businesses because of the formation of the proposed District. If anything, the impact may be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The District is not located within a county with a population of less than 75,000 or within a city with a population of less than 10,000. Therefore, the proposed District is not located in either a county or city that is defined as "small" by Florida Statute § 120.52.

**6.0 Any additional useful information.**

It is useful to reflect upon the question of whether the proposed formation of the District is the best alternative for providing community facilities and services to the Project. As one alternative to the District, the County could approve a non-ad valorem assessment area for services. However, this alternative is inferior to the District. Unlike the District, it would require the County to continue to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be fully sequestered to the land directly benefiting from them, as the case would be with the District.

Another alternative to the District would be for the developer to use a property owners association ("POA") for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments in the same manner as ad valorem property taxes. Therefore, the District is far more assured of obtaining its needed operational funds than is a POA. Second, the proposed District is a unit of local government. Therefore, unlike the POA the District must abide by all governmental rules and regulations, including government-in-the-sunshine requirements.

A District also is preferable to these alternatives from an accountability perspective. With a District as proposed, property owners within the District would have a focused unit of government under their direct control. The District can then be more responsive to property owner needs without disrupting other County responsibilities.

Fishkind & Associates, Inc. certifies that this SERC meets the requirements for a SERC as set out in Chapter 120.541, F.S.

Fishkind & Associates, Inc. has developed over 100 SERCs for various clients. Below is a listing of some of the other community development district clients for which we have prepared SERCs.

- The Lake Nona "Family" of Community Development Districts in Orlando
- Urban Orlando (Baldwin Park) Community Development District in Orlando
- The Villages "Family" of Community Development Districts in Lake, Sumter, and Marion Counties
- Winter Garden Village at Fowler Groves Community Development District in Winter Garden
- Highlands Community Development District in Tampa
- The Tradition "Family" of Community Development Districts in Port St. Lucie



## APPENDIX

### LIST OF DISTRICT REPORTING REQUIREMENTS

REPORT	FLORIDA STATUTE SECTION	DATE
Annual Financial Audit	218.39	9 months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after delivery of audit
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Facilities Report	189.415	Initial report within 1 year of creation, updates every 5 years
Public Meetings Schedule	189.417	Beginning of fiscal year
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.416	30 days after first Board Meeting
Notice of Establishment	190.0485	30 days after formation
Creation Documents	189.418	30 days after adoption
Notice of Public Finance	190.009	After financing

Tab 10



## Authorization of Agent

As Successor by merger with  
GRS Property Holdings, LLC

This letter shall serve as a designation of Miranda F. Fitzgerald and Michael C. Eckert to act as agents for The Grove Resort and Spa, LLC, (formerly known as Grande Palisades Property Holdings, LLC), a Delaware limited liability company, with regard to any and all matters pertaining to the Petition to the Orange County Board of County Commissioners to establish a Community Development District pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

**The Grove Resort and Spa, LLC, a Delaware limited liability company**, as successor by merger with GRS Property Holdings, LLC (formerly known as Grande Palisades Property Holdings, LLC)

Witnessed:

Peggy Ficano  
Print Name: \_\_\_\_\_

Peggy Ficano  
Print Name: \_\_\_\_\_

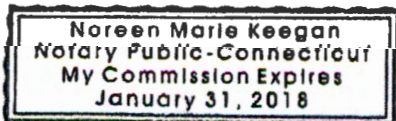
**By: Grande Palisades Holdings III, LLC, a Delaware limited liability company, its Managing Member**

By: Jordan Szwarcensky By: Marc L. Kovach  
Its: Vice President Vice President and Secretary

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Jordan Szwarcensky & Marc L. Kovach, Vice President and Vice President and Secretary, respectively of Grande Palisades Holdings III, LLC, the Managing Member of **The Grove Resort and Spa, LLC**, a Delaware limited liability company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Fairfield and State of Connecticut this 25th day of August, 2016.



Noreen Marie Keegan  
Notary Public  
Personally known: ✓  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

## **AGREEMENT FOR COMMUNITY DEVELOPMENT DISTRICT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between The Grove Resort and Spa, LLC, a Delaware limited liability company (hereinafter called "Petitioner"), and Orange County, Florida, a political subdivision of the State of Florida (hereinafter "County").

### **RECITALS**

WHEREAS, on \_\_\_\_\_, 2016, the Petitioner filed, pursuant to Chapter 190, Florida Statutes, a petition to establish Grove Resort Community Development District (the "District") relating to lands located entirely within unincorporated Orange County; and

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

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

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

WHEREAS, the Petitioner certifies that Petitioner has obtained the consent of 100% of the landowners in the proposed District and is willing to present to the District, once it is established, an interlocal agreement (the "Interlocal Agreement") setting forth the respective responsibilities and obligations of the County and the District for certain infrastructure and services, the form of the Interlocal Agreement being attached hereto as **Exhibit B** and by this reference incorporated herein; and

WHEREAS, the Petitioner has negotiated with the County and agrees to the content of the Interlocal Agreement including, but not limited to, matters with regard to recreation facilities,



landscaping, hardscaping, signage, irrigation and lighting; public finance and debt; powers conferred upon and withheld from the District pursuant to Chapter 190, Florida Statutes; and

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

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

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

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

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

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

withholding of development approval(s) up to and including the effective date of the repeal of said ordinance.

2.3 In the event the District Board of Supervisors executes the Interlocal Agreement in substantially the form attached hereto within ninety (90) days of the effective date of the ordinance establishing the District, and returns the executed Interlocal Agreement to the County, then the obligation of the Petitioner under subsection 2.1 shall be considered executed in full without any further action of the County, the District or the Petitioner. The mailing by certified mail or overnight delivery of two original signed Interlocal Agreements to the County Attorney shall satisfy Petitioner's obligation under this Agreement and shall relieve Petitioner from any liability or obligation in any form contained in subsection 2.2.

2.4 Disclosure.

2.4.1 Petitioner further agrees that to the extent it is involved in the sale of real estate within the District, once established, it shall comply fully with the disclosure requirement to purchasers set forth in Section 190.048, Florida Statutes, as the same may be amended from time to time.

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

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

4. ***Binding Effect.*** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement, Ordinance No. 2016-\_\_\_\_, and the Interlocal Agreement shall bind the Petitioner to the extent

permitted or allowed by law. However, no other third parties may rely upon this Agreement or the Interlocal Agreement unless specifically provided for herein or therein.

5. ***Materiality of Interlocal Agreement.*** The County and the Petitioner agree that there are certain provisions contained within the Interlocal Agreement between the County and the District that are material to the relationship of the District and the County. More specifically, the terms and conditions set forth in Section 4(A) through 4(G) of the Interlocal Agreement were of vital importance to the County in making the decision to enact Ordinance No. 2016-\_\_\_\_ establishing the District and approving the Interlocal Agreement. The County and the Petitioner agree that should any material word, sentence, or other provision contained within the above listed Sections of the Interlocal Agreement be stricken by a court of competent jurisdiction, the County shall have the right to require renegotiation of that portion of the Interlocal Agreement that has been stricken in order to negotiate mutually acceptable replacement language consistent with the ruling of the court while taking into account the contractual rights of the persons or entities to whom the District is obligated, and that the Petitioner shall not challenge the right of the County to require such renegotiation.

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

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



Petitioner: Grove Resort and Spa, LLC  
C/O Westport Capital Partners, LLC  
40 Danbury Road  
Wilton, Connecticut 06897  
Attn: General Counsel

With copy to: BTI Partners, LLC  
401 E. Las Olas Boulevard, Suite 1870  
Ft. Lauderdale, FL 33301  
Attn: Keven Mays

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

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

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

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

10. ***Waiver of Challenge Understandings.*** The County and the Petitioner agree that this Agreement, the Interlocal Agreement, and Ordinance No. 2016-\_\_\_\_ shall not be subject to legal challenge by Petitioner or its successors or assigns. If such a challenge is filed in court by Petitioner, or any successor or assign of Petitioner, or any related or affiliated entity or organization of Petitioner on any date prior to the effective date of a final bond validation judgment in favor of the District, the County may, following notice to Petitioner and District, take steps to repeal Ordinance No. 2016-\_\_\_\_.

11. ***Residential Comprehensive Plan Designation or Rezoning.*** With regard to the Property, Petitioner expressly agrees, should Petitioner, its successors, assigns, or contract purchasers apply to amend its comprehensive plan designation or zoning to permit or allow residential uses (other than the currently permitted timeshare, hotel and resort residential uses), as follows:

11.1 Petitioner has participated in the negotiation of the Interlocal Agreement between Orange County, Florida and Grove Resort Community Development District; and

11.2 Petitioner accepts and acknowledges the condition waiving the right of Grove Resort Community Development District to impose taxes or assessments on residentially zoned or used properties for District operations or to pay or retire District debt; and

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

11.4 County and Petitioner agree this prohibition described in this Section 11 does not apply to timeshare units, hotel units or resort residential units (which term "resort residential" for purposes of this Agreement and the Interlocal Agreement shall mean the use in compliance with those conditions set forth in the County's Development Review Committee minutes for the Amendment to the Lake Austin Planned Development Land Use Plan approved April 27, 2016; and

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

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

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

**Orange County, Florida**

By: Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs, Mayor

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

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



**The Grove Resort and Spa, LLC, a Delaware limited liability company, as successor by merger with GRS Property Holdings, LLC (formerly known as Grande Palisades Property Holdings, LLC)**

**By: Grande Palisades Holdings III, LLC, a Delaware limited liability company, its Managing Member**

By: \_\_\_\_\_  
Print Name: Marc Porosoff  
Title: Vice President / Secretary  
Date: \_\_\_\_\_

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Marc Porosoff, as Vice President / Secretary of Grande Palisades Holdings III, LLC, the Managing Member of **The Grove Resort and Spa, LLC**, a Delaware limited liability company, on behalf of said company. He/she is \_\_\_\_\_ personally known to me OR has \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Connecticut  
Print Name: \_\_\_\_\_

**The Grove Resort and Spa, LLC, a Delaware limited liability company, as successor by merger with GRS Property Holdings, LLC (formerly known as Grande Palisades Property Holdings, LLC)**

**By: Grande Palisades Holdings III, LLC, a Delaware limited liability company, its Managing Member**

By: \_\_\_\_\_  
Print Name: Jordan Socaransky  
Title: Vice President  
Date: \_\_\_\_\_

**STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Jordan Socaransky, as Vice President of Grande Palisades Holdings III, LLC, the Managing Member of **The Grove Resort and Spa, LLC**, a Delaware limited liability company, on behalf of said company. He/she is \_\_\_\_ personally known to me OR has \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Connecticut  
Print Name: \_\_\_\_\_

Exhibit A  
Legal Description of District Boundaries

LEGAL DESCRIPTION:

**PARCEL B**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 694.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,887.47 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 298.67 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 322.06 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,090.92 FEET, CENTRAL ANGLE OF 14°19'58", CHORD BEARING OF SOUTH 01°33'56" WEST AND A CHORD DISTANCE OF 272.19 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 272.90 FEET; THENCE RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 24.75 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1,346.84 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 543.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.98 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

**PARCEL C1**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 159.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 308.57 FEET TO THE POINT BEGINNING, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 139°54'58", A CHORD BEARING OF NORTH AND A CHORD DISTANCE OF 206.68 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 268.62 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE 13.80 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 45.41 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 124.79 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 106.54 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 303.12 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 322.74 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 188.09 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,445.83 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.66 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

**PARCEL C2**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 380.61 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 69°38'26", A CHORD BEARING OF SOUTH 35°08'15" WEST AND A CHORD DISTANCE OF 125.62 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.70 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE 13.80 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,445.83 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 403.79 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,887.47 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 636.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.98 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:



LEGAL DESCRIPTION:

PARCEL C3

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 2,037.66 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,919.79 FEET, A CENTRAL ANGLE OF 03°58'22", A CHORD BEARING OF SOUTH 05°35'50" EAST, AND A CHORD DISTANCE OF 202.41 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.45 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 174.65 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 106.54 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 124.79 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 45.41 FEET; THENCE RUN SOUTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 70°16'31", A CHORD BEARING OF SOUTH 34°49'14" EAST AND A CHORD DISTANCE OF 126.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.92 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 380.61 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.31 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

PARCEL D

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'18" EAST, A DISTANCE OF 713.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1,329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 712.61 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,329.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.76 ACRES, MORE OR LESS.

TOTAL AREA: 105.69 ACRES, MORE OR LESS.



**INTERLOCAL AGREEMENT  
BETWEEN ORANGE COUNTY, FLORIDA AND  
GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT  
REGARDING THE EXERCISE OF POWERS  
AND COOPERATION ON VARIOUS PROJECTS**

WHEREAS, Grove Resort Community Development District (the "District") is a local unit of special-purpose government established pursuant to and governed by the provisions of Chapter 190, Florida Statutes, with offices located at \_\_\_\_\_, Florida \_\_\_\_\_; and

WHEREAS, Orange County, Florida (the "County") is a charter county and political subdivision of the State of Florida with offices located at 201 South Rosalind Avenue, Orlando, Florida; and

WHEREAS, the District was established by County Ordinance No. 2016-\_\_ (the "Establishing Ordinance") after receipt of a petition from The Grove Resort and Spa, LLC, a Delaware limited liability company ("Petitioner"); and

WHEREAS, the District recognizes that the lands within the District's boundaries are subject to the zoning and permitting powers of the County governing land development and land use and that the County has approved an amended Planned Development Land Use Plan for the Lake Austin PD to which such lands are subject; and

WHEREAS, the District acknowledges and understands that the use of the private development within the District's boundaries is subject to those conditions set forth in the County's Development Review Committee minutes for the Amendment to the Lake Austin PD Land Use Plan approved April 27, 2016; and

WHEREAS, the Petitioner negotiated the content of this Interlocal Agreement with the County to further define the relationship and allocate the responsibilities between the District and the County; and

WHEREAS, Petitioner has entered into an agreement with the County to present this Interlocal Agreement to the Board of Supervisors of the District at its first organizational meeting; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is presently authorized to construct, acquire, and/or maintain infrastructure improvements and services including, but not limited to, recreation facilities, landscaping, hardscaping, signage, irrigation, lighting and all other powers granted by the County; and

WHEREAS, it is in the mutual interest of the District and the County (collectively, the "Parties") to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services; and

WHEREAS, Florida law permits governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage through Interlocal Agreements; and

WHEREAS, the Parties find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Parties desire to exercise jointly their common powers and authority concerning the provision of certain services and facilities to avoid unnecessary and uneconomic duplication of services and facilities and to clarify responsibilities, obligations, duties, powers, and liabilities.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Authority.** This Interlocal Agreement is entered into pursuant to the authority set forth in Chapters 190 and 163, Florida Statutes, and other applicable law. This Agreement shall be recorded in the Public Records of Orange County, Florida.

**Section 2. Recitals.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

**Section 3. Authority to Contract.** The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official of the District and the County, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**Section 4. Exercise of Powers.**

A. **Bonded Indebtedness.** Certain infrastructure is expected to be authorized by the District to be constructed utilizing revenue bonds or bond anticipation notes issued by the District. This indebtedness shall be a debt of the District and not the County, as provided in Chapter 190, Florida Statutes. Pursuant to Section 190.016(12), Florida Statutes, all bonds issued by the District having a maturity of greater than five years shall be validated. The Parties acknowledge and agree that the long-term principal debt of the District shall not exceed the validated debt, anticipated to be \$13,320,000. Such long-term debt shall not be issued with a final maturity greater than thirty-three (33) years from the date amortization of the bonds begins. Refundings of debt shall not be included in calculating the amount of total validated debt outstanding. For purposes of this section, long-term debt of the District shall mean any debt obligation issued by the District with a final maturity of not less than seven (7) years.

B. **Assessments on Residential Property.** The District and the County agree that no property zoned or used for residential purposes shall ever be burdened by ad valorem taxes or assessments and other charges imposed by the District to fund any improvements, services, operation, or obligations of the District. The District specifically waives its right to impose taxes or assessments on any property zoned or used for residential purpose; however, the County and the District acknowledge and agree that property zoned or used for residential purposes shall not include timeshare units, overnight lodging, hotels or similar uses, or resort residential uses. "Resort residential uses" for purposes of this Interlocal Agreement shall mean short-term rental uses as defined in Sec. 38-1 of the Orange County Code, including timeshare, condominium hotel, resort rental, resort villa and transient rental use in compliance with those



conditions set forth in the County's Development Review Committee minutes for the Amendment to the Lake Austin PD Land Use Plan approved April 27, 2016.

C. *Disclosure.* To ensure that the District is providing disclosure of its existence to potential and actual landowners within the District, the District shall:

(1) If not already recorded by the Petitioner, the District shall record in the Official Records of Orange County a Notice of Establishment in compliance with section 190.0485, Florida Statutes within thirty (30) days after the effective date of ordinance establishing the District; and

(2) Within thirty (30) days of the levy of any special assessments securing any debt instrument issued by the District, record a Notice of Assessments record in the Official Records of Orange County in substantially the form attached hereto as Exhibit B; and

(3) Within sixty (60) days of the sale of any debt instrument by the District, the levy of any special assessments securing any debt instrument issued by the District, or the maintenance of infrastructure by the District, whichever is earlier, the District shall record a "Disclosure of Public Financing and Maintenance of Improvements" in the Official Records of Orange County as required by section 190.009, Florida Statutes.

D. *Landscaping, Hardscaping, Signage, Irrigation and Lighting.* Absent a separate, written agreement, the County shall not be responsible for the installation, maintenance, repair or replacement of landscaping, hardscaping, signage, irrigation and lighting funded or installed by the District. Instead, the District shall arrange for the installation, maintenance, repair or replacement of landscaping, hardscaping, signage, irrigation and lighting funded or installed by the District in compliance with applicable laws, ordinances and regulations.

E. *Recreation.* All recreation facilities built or financed by the District shall be open to the public, subject to the District's rights under Florida law to levy and collect special assessments and establish and collect user charges and fees. The District shall own and maintain all recreation facilities within the boundaries of the District which are built or financed by the District, unless and until the ownership and maintenance of such facilities are accepted by another unit of local government.

F. *Powers.* (1) Unless otherwise expressly provided in this section or the Establishing Ordinance, the Parties agree that the District retains all general powers, rights, obligations, and responsibilities granted or imposed by Sections 190.011 and 190.012(1), Florida Statutes and (2) the power to provide recreation facilities as described in Section 190.012(2)(a), Florida Statutes.

G. *Law Enforcement.* Sheriff's protection will be provided to the District property at the level of service generally available throughout Orange County. Should the District, or any property owner within the District once established, seek a higher level of law enforcement protection the District agrees that the District will not enter into any agreement with the Orange County Sheriff without submitting said Agreement between the District and the Sheriff to the Board of County Commissioners of Orange County for approval to assure that a

fair and adequate allocation of the true cost of enhanced Sheriff's protection is paid for by the District and not shifted either to the general fund of the County or to the general body of taxpayers in the unincorporated portions of the County. The District acknowledges and agrees that this obligation to provide for Board of County Commissioners review and approval of any agreement for enhanced Sheriff's protection shall be required even if the District property were to annex into a municipality that has enhanced Sheriff's protection at a cost lower than that determined by the Board of County Commissioners to be a fair and adequate allocation of the true cost of enhanced Sheriff's protection to the District property.

**Section 5. Other Powers.** Except as set forth in the ordinance establishing the District, no other special powers pursuant to Section 190.012(2), Florida Statutes, shall be conferred on District, without an amendment to the Establishing Ordinance.

**Section 6. Limitations on Governmental Liability.** Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of either the District or the County beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or any other statute. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**Section 7. No Third Party Beneficiaries.** This Interlocal Agreement is by and between the County and the District and establishes the relationship between these parties. The provisions of this Agreement do not create any rights in any third parties and no such rights should be implied; provided, however, if the district is dissolved by the County, steps will be taken to honor any contractual rights, if any, of all bond holders and other third parties affected by the repeal.

**Section 8. Enforcement.** In the event either party is required to enforce this Interlocal Agreement by court proceedings or otherwise, then each party shall be responsible for its own costs incurred, including reasonable attorneys' fees.

**Section 9. Negotiation at Arm's Length.** This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. Both Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**Section 10. Assignment or Transfer.** Neither party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision or agency of the State of Florida without the prior written consent of the other party, which consent may not be unreasonably withheld. Except as set forth herein, the District may not transfer its rights or obligations under this Interlocal Agreement to a private party or entity without the prior written consent of the County.

**Section 11. Amendment.** This Interlocal Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by mutual agreement of both

Parties. The Parties agree that this Interlocal Agreement may be amended by resolution of each local government adopting an amendment.

**Section 12. Applicable Law.** This Interlocal Agreement shall be construed, interpreted and controlled by and in accordance with the laws of the State of Florida and any litigation relating to said Agreement shall be commenced and conducted in the 9th Judicial Circuit serving Orange County or the Middle District, U.S. District Court.

**Section 13. Severability.** There are certain provisions of this Interlocal Agreement that are vital to the relationship of the District and the County. More specifically, the terms and conditions set forth in Section 4(A) through 4(G) were important to the County and District in making the decision to approve this Interlocal Agreement. Should any material word, sentence, or other provision of these Sections be stricken by a court of competent jurisdiction, the County shall have the right to require renegotiation of that portion of the Interlocal Agreement that has been stricken in order to negotiate mutually acceptable replacement language consistent with the ruling of the court while taking into account the contractual rights of the persons or entities to whom the District is obligated.

**Section 14. Effective Date.** This Interlocal Agreement shall become effective upon execution by both Parties.

[CONTINUED ON NEXT PAGE]

**Orange County, Florida**

By: **Board of County Commissioners**

By: \_\_\_\_\_  
Teresa Jacobs, Mayor

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

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

**Grove Resort Community Development  
District**

By: **Board of Supervisors**

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

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A  
Legal Description of District Boundaries

LEGAL DESCRIPTION:

PARCEL B:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 694.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,887.47 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 288.67 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 322.06 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,090.92 FEET, CENTRAL ANGLE OF 14°19'58", CHORD BEARING OF SOUTH 01°33'58" WEST AND A CHORD DISTANCE OF 272.19 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 272.90 FEET; THENCE RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'47" WEST, A DISTANCE OF 24.80 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'56" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 39.87 FEET; THENCE RUN SOUTH 80°48'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.87 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'28" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 24.75 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1,346.84 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 543.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.98 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

PARCEL C1:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 189.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 308.57 FEET TO THE POINT BEGINNING, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 139°54'58", A CHORD BEARING OF NORTH AND A CHORD DISTANCE OF 208.68 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 268.62 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE 13.80 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 45.41 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 124.79 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 106.54 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 303.12 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 322.73 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 188.09 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,445.83 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.66 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

PARCEL C2:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 380.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 69°38'26", A CHORD BEARING OF SOUTH 35°08'15" WEST AND A CHORD DISTANCE OF 125.62 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.70 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE 13.80 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,445.83 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 403.79 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,887.47 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 636.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.98 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

## LEGAL DESCRIPTION

## PARCEL C3

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 2,037.86 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,919.78 FEET, A CENTRAL ANGLE OF 03°58'22", A CHORD BEARING OF SOUTH 05°35'50" EAST, AND A CHORD DISTANCE OF 202.41 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.45 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 174.65 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 106.64 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 124.79 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 45.41 FEET; THENCE RUN SOUTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.81 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 70°16'31", A CHORD BEARING OF SOUTH 34°49'14" EAST, AND A CHORD DISTANCE OF 126.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.92 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 380.61 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.31 ACRES, MORE OR LESS.

AND TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

## PARCEL D.

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'18" EAST, A DISTANCE OF 713.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1,329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'48" WEST, A DISTANCE OF 712.61 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,529.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.76 ACRES, MORE OR LESS.

TOTAL AREA 105.69 ACRES, MORE OR LESS.

**Exhibit B**  
**Form of Notice of Assessments**

This space reserved for use by the Clerk of  
the Circuit Court

This instrument prepared by  
and return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE OF THE IMPOSITION OF SPECIAL ASSESSMENTS  
AND GOVERNMENTAL LIEN OF RECORD**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Grove Resort Community Development District (the "**District**") in accordance with Chapters 170, 190, and 197, Florida Statutes, adopted Resolution Nos. Nos. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (the "**Assessment Resolutions**") levying non ad-valorem special assessments constituting a governmental lien on real property within the boundaries of the District that are specially benefitted by the Series \_\_\_\_\_ Project described in the Report of the District Engineer, ("**Engineer's Report**"). To finance a portion of the costs of the Series \_\_\_\_\_ Project, the District issued its Grove Resort Community Development District \_\_\_\_\_ Bonds, Series \_\_\_\_\_ (the "**Bonds**"), which are secured by the non ad-valorem special assessments levied by the Assessment Resolutions. The legal description of the lands on which said non-ad valorem special assessments are imposed is attached to this Notice of the Imposition of Special Assessments and Governmental Lien of Record as **Exhibit A**. A copy of the Engineer's Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.416, Florida Statutes, or by contacting the District at: Grove Resort Community Development District, \_\_\_\_\_ (\_\_\_\_-\_\_\_\_-\_\_\_\_).



The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. Pursuant to Section 190.048, Florida Statutes, you are hereby notified that: **THE GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, and recorded in the Official Records of Orange County, Florida.

**GROVE RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, for the Grove Resort Community Development District, who [ ] is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_