

BCC Mtg. Date: November 29, 2016

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,

AGREEMENT FOR COMMUNITY DEVELOPMENT DISTRICT

This Agreement is made this 12th day of December, 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 September 9, 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; Assessments.

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

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

2.4.3 At or prior to closing on the sale of a unit from Petitioner to a purchaser, Petitioner agrees to satisfy the debt service assessments levied by the District on such unit to the extent necessary to ensure the annual debt service assessment on a unit to be paid by a purchaser after closing does not exceed twelve hundred dollars (\$1200) per year.

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. 2016-29, 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. 2016-29 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: Kevin 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. 2016-29 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. 2016-29.

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.

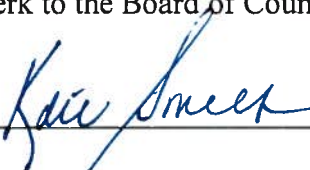
12. **Effective Date.** This Agreement shall become effective upon the date of execution by the County and the Petitioner, whichever date is later.

Orange County, Florida

By: Board of County Commissioners

By: 
Teresa Jacobs, Mayor

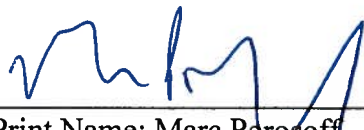
Attest: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

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)

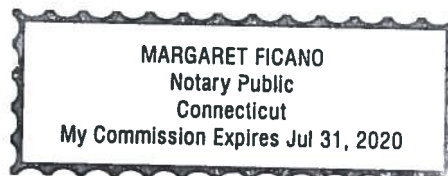
By: Grande Palisades Holdings III, LLC, a Delaware limited liability company, its Managing Member

By: 
Print Name: Marc Porosoff
Title: Vice President / Secretary
Date: 12/12/16

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD


The foregoing instrument was acknowledged before me this 12th day of December, 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.

Margaret Ficano
Notary Public – State of Connecticut
Print Name: Margaret Ficano




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: 12-12-14

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 12th day of December, 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: Margaret Ficano

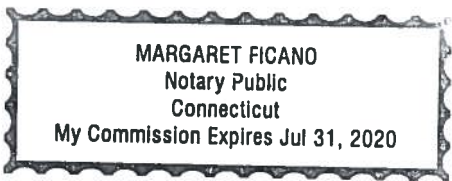


Exhibit A
Legal Description of District Boundaries

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°41'08" 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.