

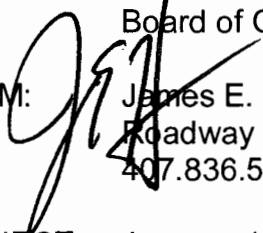


Interoffice Memorandum

AGENDA ITEM

December 15, 2016

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

FROM:  James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407.836.5610

SUBJECT: January 10, 2017 – Consent Item
Palm Parkway to Apopka-Vineland Connector Road
Third Supplemental Agreement

The Third Supplemental to the Palm Parkway to Apopka-Vineland Connector Road Agreement ("Third Supplemental") by and among Daryl M. Carter, not individually but as Trustee under a Florida land trust known and designated as "Carter-Orange 105 Sand Lake Trust"; Kerina, Inc.; Kerina Village, LLC; Kerina Wildwood, LLC; Pulte Home Corporation (collectively "Owners") and Orange County provides for a modification of the terms of the landscaping, irrigation and street lighting requirements as provided for in the Palm Parkway to Apopka-Vineland Connector Road Agreement as approved by the Board of County Commissioners on 12/05/2005 and recorded at OR Book/Page 8387/3416.

The Third Supplemental designates the Connector Road as a collector road rather than a thoroughfare, a distinction important for the Buena Vista North District Standards. The first Owner to develop will install the landscaping and irrigation in the median and street lighting for the entire length of the Connector Road. The agreement also modifies an existing provision for the funding of ongoing maintenance and replacement from the other owners via a possible MSBU, versus an MSTU as originally provided. Installation and maintenance of landscaping along the frontage of the Connector Road will continue to be individually as each owner develops.

The Roadway Agreement Committee approved the Third Supplemental Agreement on December 14, 2016. The Specific Project Expenditure Report and

Page Two
January 10, 2017 – Consent Item
Palm Parkway to Apopka-Vineland Connector Road
Third Supplemental Agreement

Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Palm Parkway to Apopka-Vineland Connector Road Third Supplemental Agreement by and among Daryl M. Carter, Kerina, Inc., Kerina Village, LLC, Kerina Wildwood, LLC, Pulte Home Corporation, and Orange County, Florida to modify the landscaping requirements. District 1

Attachments

JEH|HEGB:rep

This document prepared by and returned to:
Miranda F. Fitzgerald, Esq.
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: January 10, 2017

Tax Parcel Identification Numbers:

10-24-28-0000-00-053
14-24-28-1242-60-000
14-24-28-1242-66-000
14-24-28-1242-66-001
15-24-28-0000-00-016
15-24-28-5844-00-050
15-24-28-5844-00-071
15-24-28-5844-00-211
15-24-28-7774-00-010
15-24-28-7774-00-020
15-24-28-7774-00-022

Execution Version

**PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD
THIRD SUPPLEMENTAL AGREEMENT**

This **PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD THIRD SUPPLEMENTAL AGREEMENT** (this “Third Supplemental Agreement”), effective as of the latest date of execution (the “Effective Date”), is made and entered into by and among **DARYL M. CARTER**, not individually but as Trustee under a Florida land trust known and designated as “**CARTER-ORANGE 105 SAND LAKE LAND TRUST**” (the “Trust”), created pursuant to Section 689.071, Florida Statutes, and existing under and by virtue of an unrecorded trust agreement dated effective as of April 10, 2008, as the same may have been, and may hereafter be, amended from time to time, whose address is 3333 South Orange Avenue, Suite 200, Orlando, Florida 32806, Attention Daryl M. Carter, Trustee; **KERINA, INC.**, a Delaware corporation, **KERINA VILLAGE, LLC**, successor by conversion to Kerina Village, Inc., a Florida limited liability company, **KERINA WILDWOOD, LLC**, successor by conversion to Kerina Wildwood, Inc., a Florida limited liability company (collectively “Kerina”), whose address is c/o Kathy Keller, 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819; **PULTE HOME CORPORATION**, a Michigan corporation, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“Pulte”); and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is c/o County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 (the “County”).

RECITALS

WHEREAS, BVC Partners I, LLC, a Florida limited liability company, Kerina, Inc., a Delaware corporation, Sand Lake Investments, Ltd., a Florida limited partnership ("SLI"), and the County are parties to that certain Palm Parkway to Apopka-Vineland Connector Road Agreement, a copy of which is recorded at Official Records Book 8387, Page 3416 of the Public Records of Orange County, Florida (the "Connector Road Agreement"), wherein the parties set forth the terms and conditions of providing the County right-of-way and the planning and construction of a connector road that will connect Palm Parkway to Apopka-Vineland Road; and

WHEREAS, Kerina, Inc., SLI, and the County are parties to that certain Palm Parkway to Apopka-Vineland Connector Road Supplemental Agreement, a copy of which is recorded at Official Records Book 8387, Page 3525, of the Public Records of Orange County, Florida; and

WHEREAS, on April 10, 2008, SLI conveyed its right, title, and interest in the SLI Property to the Trust, pursuant to that certain General Warranty Deed, a copy of which is recorded at Official Records Book 9657, Page 2821, in the Public Records of Orange County, Florida,

WHEREAS, on March 12, 2009, Kerina, Inc. conveyed a portion of its right, title, and interest in the Kerina Property to Kerina Wildwood, Inc., a Florida corporation; Kerina Village, Inc., a Florida corporation; Kerina Loop, Inc., a Florida corporation; Kerina Palms, Inc., a Florida corporation; Kerina Parkside, Inc., a Florida corporation; Kerina Schoolside, Inc., a Florida corporation; Kerina Woods, Inc., a Florida corporation; Kerina Parkside Master, Inc., a Florida corporation; and Kerina Fish Lake, Inc., a Florida corporation, pursuant to those certain Special Warranty Deeds, copies of which are recorded at Official Records Book 9846, Page 0315, Page 0270, Page 0204, Page 0234, Page 0250, Page 0166, Page 0130, Page 0325, and Page 0321 in the Public Records of Orange County, Florida, all of which are related, either directly or indirectly, to Kerina, Inc.; and

WHEREAS, Kerina, the Trust and the County are parties to that certain Palm Parkway to Apopka Vineland Connector Road Second Supplemental Agreement, a copy of which is recorded at Official Records Book 10232, Page 3595, of the Public Records of Orange County, Florida; and

WHEREAS, Pulte is the current owner of the property previously owned by BVC Partners I, LLC subject to the Connector Road Agreement and this Third Supplemental Agreement; and

WHEREAS, Kerina Village, LLC is the successor by conversion to Kerina Village, Inc.; and

WHEREAS, Kerina Wildwood, LLC is the successor by conversion to Kerina Wildwood, Inc.; and

WHEREAS, Midtown Master Owners' Association, Inc., a Florida not-for-profit corporation ("Association"), whose address is 4901 Vineland Road, Suite 500, Orlando, Florida

32811, has joined in and consented to this Third Supplemental Agreement for the purposes stated in the attached Joinder and Consent form; and

WHEREAS, Ruby Lake Partners, LLC, a Florida limited liability company ("RLP"), whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida 32819, has consented to this Third Supplemental Agreement for the purposes stated in the attached Consent form; and.

WHEREAS, Unicorp National Developments, Inc., a Florida corporation ("Unicorp"), whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida, 32819, has consented to this Third Supplemental Agreement for the purposes stated in the attached Consent form; and.

WHEREAS, The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida ("School Board"), whose address is 445 West Amelia Street, Orlando, Florida 32801, has consented to this Third Supplemental Agreement for the purposes stated in the attached Consent form; and

WHEREAS, the parties to the Connector Road Agreement have agreed that the installation of landscaping and irrigation along the Connector Road shall occur as and when the private properties adjacent to the Connector Road are developed and that each applicable Property Owner shall be responsible for installation of landscaping and irrigation along the frontage of its property adjacent to the Connector Road within the easement provided for that purpose in accordance with the approved plans and as provided herein; and

WHEREAS, the parties desire to work cooperatively with each other for the installation of landscaping and irrigation within the median of the Connector Road and for the installation of street lights; and

WHEREAS, the parties wish to supplement and amend the terms of the Connector Road Agreement accordingly; and

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Third Supplemental Agreement agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are included as part of the terms and provisions of this Third Supplemental Agreement. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Connector Road Agreement.

Section 2. Designation as Collector Road. The parties acknowledge and agree that under Ordinance No. 2001-04 creating the Buena Vista North District Standards, the Connector Road under the Connector Road Agreement is deemed to be a collector road under the terms of Section 38-1394.1, Orange County Code, and not a thoroughfare. Streetscape planting along the Connector Road will be governed accordingly.

Section 3. Timing and Cost-sharing for Landscaping and Irrigation within Median of Connector Road and for Street Lighting. As used herein the term "Road Opening"

shall mean the issuance of a Certificate of Completion for the Connector Road and opening of the entire road from Palm Parkway to Apopka-Vineland Road for use by the traveling public. The first Property Owner to commence development of property with frontage on the Connector Road after the Road Opening (the "Initiating Owner") shall be responsible for obtaining three (3) bids from responsible landscape contractors and selecting the landscape contractor to install landscaping and irrigation in the median for the entire length of the Connector Road from Palm Parkway to Apopka-Vineland Road in accordance with the County-approved landscape plan for the Connector Road (the "Landscape Plan"). The Initiating Owner shall send copies of the bids received to the other Property Owners with a notice indicating which landscape contractor is to be awarded the contract for installing the landscaping and irrigation. If any Property Owner who receives copies of the bids and the notice objects in writing to the selection of the landscape contractor named in the notice within five (5) business days following receipt of the notice, the Property Owners shall meet as soon as reasonably possible thereafter and work cooperatively to select the landscape contractor. The Initiating Owner shall also be responsible for coordinating with Duke Energy and hiring an appropriate contractor to install street lights along the entire length of the Connector Road in accordance with the Landscape Plan at the same time the median landscaping and irrigation is being installed. Subsection 3.2.3 of the Connector Road Agreement is hereby amended to provide that only the landscaping and irrigation costs related to the median of the Connector Road are designated as Shared Costs. The processes described in Subsection 7.9.2 and Section 8 of the Connector Road Agreement for providing security and payments shall apply to the costs for installing the median landscaping and irrigation and for the costs of installing the street lighting. The term "Owner's Construction Contract" in Subsection 7.9.2 shall also be understood to mean the Initiating Owner's contract with the landscaping contractor and its contract with Duke Energy for street lighting. The term "Constructing Owner" in the Connector Road Agreement shall mean the Initiating Owner in all instances dealing with the installation of landscaping, irrigation and street lights.

Section 4. Installation and Maintenance of Landscaping and Irrigation in the Median and Street Lighting in the Right-of-Way. The Initiating Owner and the Association shall coordinate with each other at the time installation of landscaping and irrigation in the median is first proposed by the Initiating Owner such that the Initiating Owner and the Association can simultaneously apply to the County for the necessary Use Agreements in compliance with the right-of-way utilization provisions of the Orange County Code. The Initiating Owner and the Association shall also apply to the County for separate Use Agreements at the time the Initiating Owner intends to proceed with the installation of street lights in the Connector Road right-of-way. The Property Owners agree that the Association is hereby authorized to maintain the median landscaping, irrigation and street lighting on behalf of the Property Owners and to assess the Property Owners, their successors and assigns, for ongoing maintenance and replacement costs related to the median landscaping, irrigation and the street lighting in accordance with the Proportionate Share percentages set forth in Subsection 3.1 of the Connector Road Agreement. This provision shall survive termination of the Connector Road Agreement.

Section 5. Installation of Landscaping and Irrigation Along Connector Road Frontage. The parties agree that the corresponding portion of the landscaping and irrigation along the frontage of the Connector Road will be installed in accordance with Chapter 38, Article 8, Chapter 9 of the Buena Vista North Overlay Standards by each respective Property Owner

whose Property fronts on the Connector Road at such time that each Property Owner is developing its property contiguous to the Connector Road. Each Property Owner will then be responsible for installing landscaping and irrigation in accordance with the Landscape Plan and the standards set forth in Section 2 above within the landscape easement along the frontage of its property and will enter into an Orange County Use Agreement related to utilization of County right-of-way. Each Property Owner's Development Plan or Preliminary Subdivision Plan will depict the segment of the Connector Road that will be landscaped by that Property Owner and will incorporate the landscaping and irrigation details from the Landscape Plan. Notwithstanding the foregoing provisions of this Section 5, if the School Board acquires property with frontage on the Connector Road, then the School Board shall comply with the planting requirements of the Landscape Plan for oak trees and sod but shall be allowed to reduce the number of redbud trees to a number acceptable to the School Board in its discretion, which redbud trees shall be planted at locations within the landscape easement that are acceptable to the School Board. The School Board shall also install sufficient irrigation to support the trees and sod installed. The HOA will be authorized to maintain the landscaping and irrigation within the School Board's landscape easement and bill the School Board for the cost of such maintenance. All trees planted within the landscape easement on the School Board's property shall be maintained with eight (8) feet of clear tree trunk above ground level.

Section 6. Other Amendments. All applicable provisions of the Connector Road Agreement shall be modified to reflect the deferred timing of installation of the Connector Road landscaping and irrigation by the Property Owners rather than the County as provided in this Third Supplemental Agreement, including but not limited to the modification of Sections 5.2.17, 7.9.2 and 9.7 and any other provision of the Connector Road Agreement that may have contemplated installation of landscaping and/or irrigation prior to development of property adjacent to the Connector Road. Similarly, Section 9.9 of the Connector Road Agreement shall be specifically amended to acknowledge that the County shall have no obligation for maintenance of landscaping or irrigation along the Connector Road or within the median and that no MSTU will be formed for landscaping and irrigation of the Connector Road. The costs for installing landscaping and irrigation along each Property Owner's Connector Road frontage shall be deemed a Non-shared cost to be borne entirely by the applicable Property Owner, except that Pulte shall be responsible for installing, as a Shared Cost, the landscaping and irrigation along the Connector Road frontage of BVC's Northern Parcel that has been developed by Hilton.

Section 7. Section 16 of the Connector Road Agreement is hereby amended to read as follows, with the underlined language denoting additions and the stricken language denoting deletions:

Section 16. MSTU Consent to Assessments by Midtown Master Owners' Association, Inc. and MSBU Formation. Any or all of the Property Owners shall have the right but not the obligation to petition the County to establish a Municipal Service Benefit Taxing Unit ("MSBU" "MSTU") for the purpose of providing funds for any of the Shared Costs to be incurred for the maintenance of drainage easement areas that serve only the Connector Road, ~~for the installation and maintenance of landscaping within the Connector Road right-of-way and drainage easement areas~~ and/or for the installation and maintenance of

street lights within the Connector Road right-of-way. The Property Owners hereby consent to assessments being levied by the Midtown Master Owners' Association, Inc. for the purpose of maintaining the landscaping and irrigation within the median of the Connector Road and for the purpose of maintaining street lights if no MSBU is formed for street lighting. As the Property Owners form homeowners' associations or property owners' associations for their respective properties following the Effective Date of the Third Supplemental Agreement, the document establishing restrictive covenants for each new association shall contain a provision notifying each member of the association of the continuing obligation to maintain the landscaping and irrigation in the median of the Connector Road and the continuing obligation to maintain the street lights in the Connector Road right-of-way. This Section 16 shall survive the termination of this Agreement.

Section 8. Notices. Unless otherwise specifically provided to the contrary herein or in the Connector Road Agreement, any notices or other communications which may be required or desired to be given under the terms of this Third Supplemental Agreement or the Connector Road Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or if sent by overnight courier (e.g., Federal Express), or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective parties (and their below-specified attorneys, if any) at the addresses set forth below:

As to Pulte: Pulte Home Corporation
c/o Clint Ball, Director of Land – North Florida
4901 Vineland Road, Suite 500
Orlando, FL 32811

With a copy to: Daniel T. O'Keefe, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, FL 32801

As to Kerina: Kerina, Inc.
Kerina Village, LLC
Kerina Wildwood, LLC
c/o Kathy Keller
5401 South Kirkman Road, Suite 650
Orlando, FL 32819

With a copy to: Miranda F. Fitzgerald, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

As to Trust:	Carter-Orange 105 Sand Lake Trust c/o Daryl Carter 3333 South Orange Avenue, Suite 200 Orlando, FL 32806
With a copy to:	Miranda F. Fitzgerald, Esq. Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 N. Eola Drive Orlando, FL 32801
As to County:	Orange County c/o County Administrator 201 S. Rosalind Avenue Orlando, FL 32801
With a copy to:	Orange County Public Works Department Transportation Planning Division 4200 S. John Young Parkway Orlando, FL 32839-9205 Attention: Manager
As to Association	Midtown Master Owners' Association 4901 Vineland Road Suite 500, Orlando, FL 32811

Any notice so given, delivered, or made by mail shall be deemed to have been duly given, delivered, or made three (3) days after the date the same is deposited in the United States mail in the manner specified above. Any notice delivered by overnight courier shall be deemed to have been duly given, delivered, or made on the first day following the date the same is delivered to the overnight courier as established by the receipted bill of lading. Any notice which is given, delivered, or made in any manner other than by United States certified mail or by overnight courier shall be deemed to have been duly given, delivered, or made upon actual receipt of the same by the party to whom the same is to be given, delivered, or made. Any party may change the address to which notices are to be sent to such party (and its attorney, if any) by written notice to the other party specifying said change of address. This Notice provision is intended to replace Section 22 of the Connector Road Agreement.

Section 9. Recordation. This Third Supplemental Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date. The Trust, Pulte and Kerina hereby agree to each pay one-third (1/3) of the recording costs.

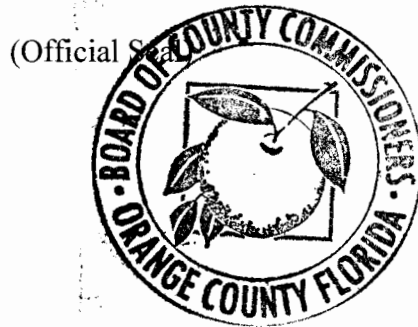
Section 10. No Other Modifications. Except as expressly modified hereby, all of the terms, covenants, provisions and conditions of the Connector Road Agreement, the Supplemental Agreement, and the Second Supplemental Agreement shall remain in full force and

effect in accordance with their terms and are hereby ratified and confirmed and cannot be modified unless said modifications are produced in writing and signed by all the Parties.

Section 11. Effective Date. The “Effective Date” of this Third Supplemental Agreement shall be the date when the last one of the parties has properly executed this Third Supplemental Agreement as determined by the date set forth immediately below the respective signatures of the Parties.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed and delivered this Third Supplemental Agreement on the dates specified below.



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

ATTEST:

DATE: 1.10.17

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County
Commissioners

By: *Katie Smith*
Deputy Clerk

Katie Smith

Printed Name

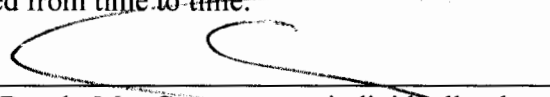
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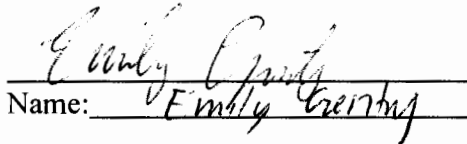
Witnesses:

"TRUST"

CARTER-ORANGE 105 SAND LAKE LAND TRUST, created by that certain unrecorded trust agreement dated effective April 10, 2008, as may be amended from time to time.


Name: Joan M. Fisher

By: 
Daryl M. Carter, not individually but as
Trustee of the Carter-Orange 105 Sand Lake
Land Trust


Name: Emily Greening

Date: 11/30/2016


STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of November, 2016, by Daryl M. Carter, in his capacity as Trustee, not individually, of the Carter-Orange 105 Sand Lake Land Trust. He is personally known to me ~~or has produced~~ _____ as identification.



JOAN M. FISHER
MY COMMISSION # FF 028166
EXPIRES: July 16, 2017
Bonded Thru Budget Notary Services

By: 
Print Name: Joan M. Fisher
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

"KERINA"

Witnesses:

Nancy S. Ferri
Name: Nancy S. Ferri

Deborah E. Cecchetti
Name: Deborah E. Cecchetti

KERINA, INC.,
a Delaware corporation

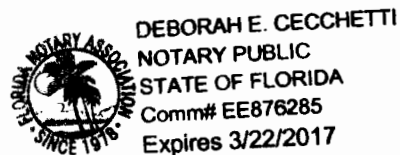
By: *Miranda F. Fitzgerald*
Miranda F. Fitzgerald
Its: Vice President

Date: 12/1/2016

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of December, 2016, by Miranda F. Fitzgerald, Vice President of Kerina, Inc., a Delaware corporation. She is personally known to me or has produced _____ as identification.

By: *Deborah E. Cecchetti*
Print Name: _____
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____



[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

"KERINA"

Witnesses:

Nancy J. Ferri
Name: Nancy J. Ferri

Deborah E. Cecchetti
Name: Deborah E. Cecchetti

KERINA WILDWOOD, LLC,
a Florida limited liability company

By: Miranda F. Fitzgerald
Name: Miranda F. Fitzgerald
Title: President

Date: 12/1/2016

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of December, 2016, by Miranda F. Fitzgerald, President of Kerina Wildwood, LLC, a Florida limited liability company. She is personally known to me or has produced _____ as identification.

By: Deborah E. Cecchetti
Print Name: _____
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]



DEBORAH E. CECCHETTI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE876285
Expires 3/22/2017

"KERINA"

Witnesses:

Nancy J. Ferri
Name: Nancy J. Ferri

KERINA VILLAGE, LLC,
a Florida limited liability company

By: *Miranda F. Fitzgerald*
Name: Miranda F. Fitzgerald
Title: President

Date: 12/1/2016

Deborah E. Cecchetti
Name: Deborah E. Cecchetti

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of December 2016, by Miranda F. Fitzgerald, President of Kerina Village, LLC, a Florida limited liability company. She is personally known to me or has produced _____ as identification.

By: *Deborah E. Cecchetti*
Print Name: _____
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]



DEBORAH E. CECCHETTI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE876285
Expires 3/22/2017

"PULTE"

Witnesses:

Mary Leathers
Name: Mary Leathers

Nancy Medina
Name: Nancy Medina

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Name: Doug Hoffman
Title: VP of Land

Date: DECEMBER 1, 2016

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1 day of December 2016, by Doug Hoffman, as VP of Land of Pulte Home Corporation, a Michigan corporation. He is personally known to me or has produced _____ as identification.



NANCY MEDINA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF006904
Expires 6/30/2017

By: Nancy Medina
Print Name: Nancy Medina
Notary Public State of Florida
Commission No.: FF006904
My Commission Expires: 6.30.2017

JOINDER AND CONSENT

THIS JOINDER and CONSENT (this "**Joinder and Consent**") is made and entered into this 4th day of DECEMBER, 2016, by **MIDTOWN MASTER OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**"), whose address is 4901 Vineland Road, Suite 500, Orlando, Florida, 32811, for the purpose of agreeing to serve as the entity that will enter into a Use Agreement with the County for maintenance of the landscaping and irrigation to be installed in the median of the Connector Road and for the maintenance of the street lights that will be installed within the right-of-way for the Connector Road. The Association agrees to be responsible for assessing the Property Owners their Proportionate Share costs, as set forth in the Connector Road Agreement, for maintenance of the landscaping and irrigation of the median and for maintenance of the street lighting within the right-of-way for the Connector Road if no MSBU is established for the street lighting along the Connector Road.

[signature page follows]

IN WITNESS WHEREOF, MIDTOWN MASTER OWNERS' ASSOCIATION, INC.
has caused this Joinder and Consent to be duly executed as of the date and year first written
above.

"ASSOCIATION"

Signed, sealed, and delivered
in the presence of:

**MIDTOWN MASTER OWNERS'
ASSOCIATION, INC., a Florida not-for-
profit corporation**

Mary Leathers
Print Name: Mary Leathers
Wanda Villalba
Print Name: Wanda Villalba

By: [Signature]
Name: CHARLES GREGORY
Title: PRESIDENT
Date: 12/1/16

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of
DECEMBER 2016, by CHARLES GREGORY as PRESIDENT of
MIDTOWN MASTER OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation,
on behalf of the corporation. S/he HE is personally known to me OR has produced
 as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]



Mary Leathers
(Notary Public)
Mary Leathers
Print Name

My Commission Expires: 12-22-17

CONSENT

THIS CONSENT (this "**Consent**") is made and entered into this 30th day of November, 2016, by RUBY LAKE PARTNERS, LLC, a Florida limited liability company, ("**RLP**") whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida, 32819, and who, as evidenced by that certain "Memorandum of Purchase Agreement and Agreement Not To Encumber" recorded on November 2, 2015, at Official Records Book 11006, Page 6036, Public Records of Orange County, Florida, ("**Memorandum**") has certain rights and interests with respect to a portion of the "BVC Property," as "BVC Property" is defined in the "Connector Road Agreement," as "Connector Road Agreement" is defined in the foregoing "Palm Parkway to Apopka-Vineland Connector Road Third Supplemental Agreement" (the "**Third Supplemental Agreement**") to which this Consent is attached. The property in which RLP has rights and interests as evidenced by the Memorandum is hereinafter referred to as the "**Memorandum Property**."

RLP hereby consents to the foregoing Third Supplemental Agreement to which this Consent is attached for the sole purpose of evidencing its consent to all matters addressed in the Third Supplemental Agreement, such that, for all purposes of the Memorandum, in the event RLP (or its successor) shall hereafter take title to all or any portion of the Memorandum Property, the Third Supplemental Agreement and the rights and privileges of the parties thereto shall not be disturbed or impaired.


[signature page follows]

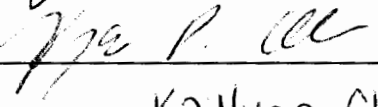
IN WITNESS WHEREOF, RLP has caused this Consent to be duly executed as of the date and year first written above.

“RLP”

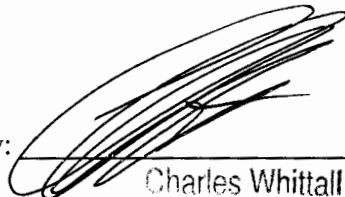
Signed, sealed, and delivered
in the presence of:

RUBY LAKE PARTNERS, LLC,
a Florida limited liability company



Print Name: Amy Barnard


Print Name: Kaitlynn Clark

By: 

Name: Charles Whittall

Title: Manager

Date: 11/30/16

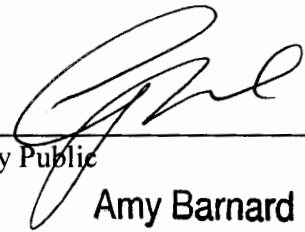
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30th day of November, 2016, by Charles Whittall, as Manager of RUBY LAKE PARTNERS, LLC, a Florida limited liability company, on behalf of the company. She ☒ is personally known to me OR OR has produced _____ as identification and did did not take an oath.

[AFFIX NOTARY SEAL]





Notary Public
Amy Barnard

Print Name

My Commission Expires: May 1, 2020

CONSENT

THIS CONSENT (this "**Consent**") is made and entered into this 30th day of November, 2016, by UNICORP NATIONAL DEVELOPMENTS, INC., a Florida corporation, ("**Unicorp**") whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida, 32819, and who, as evidenced by that certain "Declaration of Development Covenants, Easements and Use Restrictions and Right of First Refusal" recorded on November 2, 2015, at Official Records Book 11006, Page 5975, Public Records of Orange County, Florida, ("**Declaration**") has certain rights and interests with respect to a portion of the "BVC Property", as "BVC Property" is defined in the "Connector Road Agreement," as "Connector Road Agreement" is defined in the foregoing "Palm Parkway to Apopka-Vineland Connector Road Third Supplemental Agreement" (the "**Third Supplemental Agreement**") to which this Consent is attached. The property in which Unicorp has rights and interests pursuant to the Declaration is hereinafter referred to as the "**Declaration Property**."

Unicorp hereby joins in and consents to the foregoing Third Supplemental Agreement to which this Consent is attached for the sole purpose of evidencing its consent to all matters addressed in the Third Supplemental Agreement, such that, for all purposes of the Declaration, in the event Unicorp (or its successor) shall hereafter take title to all or any portion of the Declaration Property, the Third Supplemental Agreement and the rights and privileges of the parties thereto shall not be disturbed or impaired.


[signature page follows]

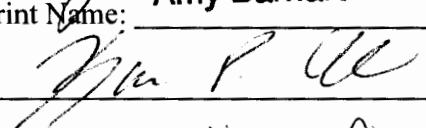
IN WITNESS WHEREOF, Unicorp has caused this Consent to be duly executed as of the date and year first written above.

"UNICORP"


Signed, sealed, and delivered
in the presence of:

**UNICORP NATIONAL
DEVELOPMENTS, INC.**
a Florida corporation



Print Name: Amy Barnard


Print Name: Kaitlynn Clark

By: 

Name: Charles Whittall

Title: President

Date: 11/30/16

[CORPORATE SEAL]


STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30th day of November, 2016, by Charles Whittall, as President of UNICORP NATIONAL DEVELOPMENTS, INC., a Florida corporation, on behalf of the corporation. She ☒ is personally known to me OR OR has produced _____ as identification and did ~~did not~~ take an oath.

[AFFIX NOTARY SEAL]





Notary Public
Amy Barnard

Print Name

My Commission Expires: May 1, 2020

CONSENT

THIS CONSENT (this “**Consent**”) is made and entered into this 2nd day of December, 2016, by **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida (“**School Board**”) whose address is 445 West Amelia Street, Orlando, Florida 32801, and who may acquire fee simple title from the “Trust,” as “Trust” is defined in the foregoing “Palm Parkway to Apopka-Vineland Connector Road Third Supplemental Agreement” (the “Third Supplemental Agreement”) to which this Consent is attached, to a portion of the land owned by the Trust which is subject to the “Connector Road Agreement,” as “Connector Road Agreement” is defined in the foregoing Third Supplemental Agreement.

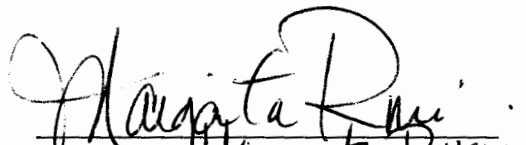
To the extent that the School Board has acquired title from the Trust to any land that is subject to the Connector Road Agreement or may hereafter acquire title from the Trust to any land that is subject to the Connector Road Agreement, the School Board hereby joins in and consents to the foregoing Third Supplemental Agreement to which this Consent is attached for the sole purpose of evidencing its consent to all matters addressed in the Third Supplemental Agreement and its agreement to be bound, except as otherwise expressly set forth in the Third Supplemental Agreement, as a “Property Owner” (as defined in the Connector Road Agreement) under the terms of the Third Supplemental Agreement and the Connector Road Agreement, as previously modified by the Supplemental Agreement and the Second Supplemental Agreement.

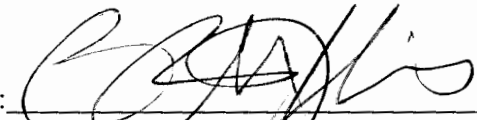
[signature pages follow]

IN WITNESS WHEREOF, the School Board has caused this Consent to be duly executed as of the date and year first written above.

WITNESSES:

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a public corporate body
and political subdivision of the State of Florida


Print Name: Margarita Rivera

By: 
Barbara M. Jenkins, Ed.D.,
as its Superintendent

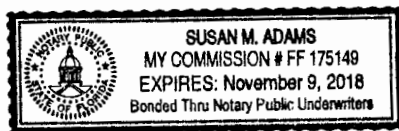

Print Name: Nancy L. Connor

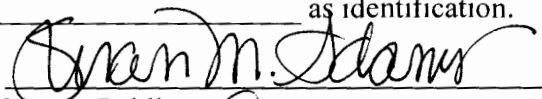
Date: 2nd day of December, 2016

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of December, 2016, by **Barbara M. Jenkins, Ed.D.**, as Superintendent of **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, who [☒] is personally known to me, or [] has produced _____ as identification.

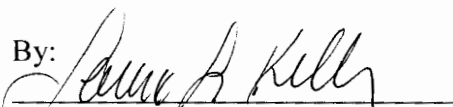
(NOTARY SEAL)




Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
Commission Expires: _____

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this 15 day of December, 2016, for its exclusive use and reliance.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 1st day of DEC, 2016.

By: 
Laura L. Kelly, Esquire

By: 
John T. Morris, Chief Facilities Officer