

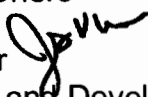


Interoffice Memorandum

AGENDA ITEM

July 10, 2017

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

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

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

SUBJECT: July 18, 2017 — Consent Item
Lake Ingram Planned Development (PD)
Adequate Public Facilities (APF) Agreement
(Related to Case # LUP-16-05-176)

The proposed Lake Ingram Planned Development (PD) contains 27.96 gross acres (23.28 net developable acres) and is generally located west of Avalon Road and north of Lake Ingram Road. More specifically, the subject property is located within the Town Center Special Planning Area of Horizon West and is designated Corporate Campus Mixed Use Parcel (CCM) on the Town Center Special Planning Area Recommended Land Use Plan (LUP). Through rezoning application # LUP-16-05-176, the proposed Lake Ingram PD recognizes the relocation of a previously planned Adequate Public Facilities (APF) Elementary School (13.5-acre tract) and establishes a 14.45-acre CCM-11 tract. At this time, however, a specific development program for the CCM tract has not been proposed. Finally, the applicant has placed all required stormwater areas (1.5 acres) needed to support the proposed 13.5-acre school site within the adjacent CCM tract of the PD.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of APF lands, which are based on the ratio of required APF acres to net developable acres within the Special Planning Area. In the event that APF land requirements cannot be met within a particular PD, an owner may pay a fee to the County equal to the value of the ratio of required APF lands and based upon the average fair market value of land as established by an independent appraiser. For the Town Center Special Planning Area, the adopted ratio of APF acres to net developable acres is 1.0 to 5.1.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Lake Ingram PD is subject to an APF Agreement that

recognizes that the project is accountable for a minimum of 4.56 acres of APF lands. Since the total APF lands conveyed are 15 acres, the project carries an APF surplus of 10.44 acres.

As addressed in the subject Agreement, the APF Acreage Credit may be sold and/or assigned by the owner to other owners within the Town Center Special Planning Area who do not have sufficient land within the boundaries of their PD's to satisfy their APF Ratio requirements.

The Lake Ingram APF Agreement received a recommendation of approval from the Orange County Development Review Committee on May 10, 2017, and has been placed on the July 18, 2017 BCC consent agenda for concurrent consideration with the associated PD rezoning request. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for School Site Conveyance (Lake Ingram PD/UNP) by and between Dewitt Enterprises, Inc. and Orange County as joined by The School Board of Orange County, Florida. District 1

JVW/JS:rep

Attachment

BCC Mtg. Date: July 18, 2017

This instrument prepared by and after
recording return to:

James G. Willard, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

Tax Parcel I.D. No(s): 19-23-27-5840-11-010

**ADEQUATE PUBLIC FACILITIES AGREEMENT FOR SCHOOL SITE
CONVEYANCE (LAKE INGRAM PD/UNP)**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR SCHOOL SITE CONVEYANCE (the “**Agreement**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between **DEWITT ENTERPRISES, INC.**, a Florida Corporation, whose mailing address is 14463 W. Colonial Dr., Winter Garden, Florida 34787 (“**Owner**”), and **ORANGE COUNTY**, a charter County and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“**County**”) (“**Owner**” and “**County**” collectively referred to herein as “**Parties**”). **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 (“**School Board**”) has joined and consented to the execution of this Agreement for the purposes and upon the terms expressly set forth herein and in the attached Joinder and Consent instruments.

RECITALS:

A. Owner is the fee simple owner of certain real property located in Orange County, Florida, containing 27.96 acres and more particularly described in **Exhibit “A”** and depicted on the Project Area Location Map attached as **Exhibit “B”** hereto and made a part hereof by this reference (the “**PD Property**”).

B. The PD Property, known as the Lake Ingram Planned Development (“**Lake Ingram PD**”), is identified on the Orange County Comprehensive Plan 2030 (the “**Comprehensive Plan**”) Future Land Use map with the “Village” land use designation.

C. The PD Property constitutes a portion of the Town Center as same is described and depicted in the Town Center Special Planning Area approved by the Board of County Commissioners of Orange County, Florida (the “**BCC**”) on December 14, 2014 (the “**Town Center SAP**”).

D. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan (“**CPP**”) amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995.

E. This PD has relied on the prior approvals of the Horizon West Study and the Town Center SAP, and on the approvals and studies included in the Town Center Special Planning Area.

F. The Town Center SAP contemplates a mix of nonresidential and residential uses within the PD Property.

G. Owner desires to develop the PD Property in accordance with the Lake Ingram PD LUP, submitted by Owner to County, and with the PD zoning application on file with County (the "**Project**").

H. The Goals, Objectives, and Policies contained in the Future Land Use Element of the Comprehensive Plan have been implemented through Chapter 30, Article XIV of the Orange County Code ("**APF/TDR Ordinance**") adopted by the BCC on May 20, 1997, as amended.

I. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that the Owner enters into a developer's agreement identifying required or proposed adequate public facilities and addressing the conveyance to the County of such adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in such agreement pursuant to Section 30-714(c).

J. The Parties have agreed that this Agreement constitutes the aforementioned developer's agreement referenced in Division 2 of the APF/TDR Ordinance and addresses conveyance of a 13.5 acre elementary school site together with a nonexclusive, perpetual drainage easement over and across that portion of the remaining PD Property required to accommodate an approximately 1.5 acre stormwater retention pond designed to handle all stormwater retention and detention needs of the PD Property.

K. Attached hereto as **Exhibit "C"** is a sketch and legal description of the 13.5 acre elementary school site (the "**School Site**") and attached as **Exhibit "D"** is a sketch and legal description of the remaining portion of the PD Property being retained by Owner (the "**Owner's Tract**").

L. The School Site, together with the approximately 1.5 acre nonexclusive drainage retention pond easement over a portion of the Owner's Tract (the "**Drainage Easement**"), is collectively hereinafter referred to as the "**APF Land**."

M. A sketch and legal description of the Drainage Easement is attached hereto as **Exhibit "E"**.

N. A copy of the Land Use Plan from the approved Lake Ingram PD reflecting the relative locations of the School Site, Owner's Tract and Drainage Easement is attached hereto as **Exhibit "F"**.

O. It is the intent of the Parties that County will consider approval of Lake Ingram PD with its consideration of this Agreement.

P. Owner is willing to convey to County the APF Land for APF use and in return receive credits against impact fees to be paid in the future.

Q. The APF/TDR Ordinance provides that impact fee credits for APF Lands conveyed to County shall be granted in accordance with Chapter 23 of the Orange County Code, as amended.

R. County and Owner desire to set forth certain terms, conditions, and agreements between the Parties as to the conveyance of such land to County.

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals**. The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.

2. **Conveyance of APF Land**. Owner shall convey the APF Land as follows:

School Site 13.5 acres

Drainage Easement 1.5 acres

3. **APF Surplus**. The Lake Ingram PD contains approximately 23.28 acres of net developable land and both the Town Center SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of public facilities acreage for every 5.1 acres of net developable land (the “**APF Ratio**”).

When applied to the Lake Ingram PD, the APF Ratio requires approximately 4.56 acres of public facilities lands.

As shown on the Lake Ingram PD/LUP/UNP, and as described in this Agreement, Owner is providing 15 acres of adequate public facilities land (the “**APF Land**”) to County.

4. **APF Surplus**. County hereby acknowledges that the aforementioned APF Surplus will result in APF Acreage Credit equivalent to 10.44 acres of APF Land, which APF Acreage Credit may be sold and/or assigned by Owner to other owners within the Town Center Special Planning Area who do not have sufficient land within the boundaries of their PD’s to satisfy their APF Ratio requirements. Such APF Acreage Credit may only be used within the Town Center Special Planning Area.

5. **Conveyance Procedures**. Within one hundred twenty (120) days from the Effective Date, Owner shall convey to County the School Site by general warranty deed and the Drainage Easement by grant of easement, both free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. At the option of County and School

Board, County and School Board may direct Owner to convey the APF Land directly to School Board, in which case the School Board shall be substituted as the appropriate party in lieu of the County.

(a) Owner shall pay all costs associated with the conveyance of the APF Land, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the APF Land shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owners for the year of conveyance. If a School Site has been conveyed that is subsequently determined by School Board not to be needed for school purposes, School Board shall give notice to County and Owner, and the APF Land shall be conveyed back to Owner, and any school impact fee credits that may have been granted for that School Site shall either be (i) deducted from Owner's School Impact Fee credit account or (ii) in the event there are insufficient credits in Owner's School Impact Fee credit account, Owner shall reimburse the deficit amount. In the event School Board determines the School Site is unnecessary or otherwise unsuitable for development for educational purposes prior to conveyance of the School Site from County to School Board and the establishment of the School Impact Fee credit account, County shall be responsible for the conveyance of the School Site back to Owner and Owner shall be responsible for the providing an alternative location for the APF Land.

(b) Title Policy. No less than thirty (30) days prior to conveyance, the Owner shall deliver, or cause to be delivered, to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the proposed insured for the APF Land (the "**Title Commitment**"). Owner shall deliver, or cause to be delivered, the original Owner's Policies of Title Insurance (respectively, a "**Title Policy**" and collectively, the "**Title Policies**") to County within thirty (30) days after the conveyance of the APF Land to County. The Title Policy shall include an endorsement insuring the contiguity of the School Site to the Drainage Easement. The Title Policy shall also show that the APF Land, including the Drainage Easement, are not subject to assessments or control by any community development district or homeowners or property owners association.

(c) Survey. No less than thirty (30) days prior to conveyance, Owner shall deliver, or cause to be delivered, to County, at Owner's sole cost and expense, a recertified or new current survey and legal description of each of the School Site and Drainage Easement ("**Survey**") prepared by a registered surveyor, licensed in the State of Florida (the "**Surveyor**"). The Survey shall locate all improvements, if any, situated upon each of the APF Land and shall locate and identify with the relevant recorded information all utility lines and access, easements, streets, rights-of-way and other man-made objects, and locate all other matters not of record which are ascertainable by a visual inspection of the APF Land, including evidence that the School Site will have prior to conveyance thereof to School Board, direct access to public rights-of-way. The Survey shall identify any portion of the APF Land which is within a flood plain or which is subject to the jurisdiction of the Department of Environmental Protection, the Army Corps of Engineers, the applicable water management district, or any agency of the Applicable Local Government. The Survey shall also determine and certify within one-one hundredth (1/100th) of an acre the total acreage contained within the boundaries of each of the Proposed

School Sites. The Survey shall be certified to Owner, County, School Board and the title company, and shall certify that such Survey was prepared in accordance with the ALTA/ACSM land survey requirements and the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 61G-17 of the Florida Administrative Code and Section 427.027 of the Florida Statutes. The Survey shall also contain such other matters as are required by the Title Company. The Surveyor's seal shall be affixed to the Survey.

(d) Environmental Audit. No less than thirty (30) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Land. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County or School Board, then prior to the conveyance, Owner shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the APF Land, one of the following events shall occur: (i) Owner shall remediate the APF Land to County's satisfaction prior to the conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option. The failure of Owner to remediate any recognized environmental conditions shall be deemed a default under this Agreement.

(e) Geotechnical Studies. No less than thirty (30) days prior to conveyance, Owner shall submit to County a current geotechnical investigation, studies or test analyzing the subsurface condition of the APF Land, as may be reasonably requested by the County or School Board (collectively, "Geotechnical Studies"). In the event the Geotechnical Studies reveal the need for remediation to any or all of APF Land, the Owner at no cost or expense to the County or School Board, shall cause to be remediated the APF Land, as applicable, to County and School Board's reasonable satisfaction, prior to any such conveyance to County. The failure of Owner to remediate any conditions identified in the Geotechnical Studies shall be deemed a default under this Agreement.

(f) Wetlands Determination. No less than thirty (30) days prior to conveyance, Owner shall submit to County a current wetland determinations on the APF Land certified to the County and School Board and performed by a consultant reasonably acceptable to the County and School Board ("**Wetlands Determination**"). In the event the Wetlands Determination indicates the presence of wetlands on any or all of the APF Land, the Owner shall be required, at no cost to the County or School Board, to mitigate the wetlands on the APF Land, as applicable, to the reasonable satisfaction to the County and School Board. Owner's failure to mitigate the wetlands located on the APF Land, if identified in the Wetlands Determination, shall be deemed a default under this Agreement.

(g) Additional Due Diligence. School Board reserves the right to conduct additional due diligence at any time prior to conveyance of the APF Land.

(h) Delivery of Due Diligence Items. Within ten (10) days after the Effective Date, Owner shall deliver to School Board all information relating to the School Site which Owner has in its possession, control or knowledge or in the possession, control or knowledge of Owner's consultants, including, without limitation, all leases, licenses, occupancy agreements, restrictions, reservations, right-of-way agreements, easements, permits, approvals, hazardous waste reports, engineering plans, drawings, surveys, plats, site plans, title commitments and policies, soil reports, geotechnical reports, environmental reports, endangered or threatened species reports, letters on availability of utilities, correspondence with governmental authorities regarding the Proposed School Sites, zoning, proof of zoning and documentary evidence of the existing land use plan designations, and property owner's association declarations, covenants and restrictions.

(i) Right of Entry. School Board, at all times prior to the date of conveyance of the APF Land to the School Board ("**Inspection Period**"), shall have the right to enter upon the APF Land with its agents and engineers as needed to conduct due diligence, inspect, examine, survey, appraise and otherwise undertake those actions which School Board, in its sole discretion, deems necessary or desirable to determine the suitability of the APF Land for the School Board's intended use ("**School Board's Intended Use**"), including, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the APF Land, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at School Board's expense. School Board covenants and agrees that such activities will not cause any harm to Owner or the School Site and that the School Site will be restored to the same condition as existed immediately prior to School Board's inspection activities pursuant to this section, in the event School Board does not acquire same. Within the limits of Section 768.28, Florida Statutes, School Board shall at all times indemnify, save harmless and defend Owner from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Owner may suffer, sustain or incur by reason of the exercise of School Board's right under this section, including, without limitation, any damage to the APF Land or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the either of the APF Land or any part thereof. Notwithstanding any provision herein to the contrary, to the extent permitted by law, the indemnity contained in the preceding sentence shall survive termination of this Agreement.

(j) Compliance with Section 286.23, Florida Statutes. Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

6. Value of School Site and Entitlement to Impact Fee Credits. The parties agree that the value of the School Site, as determined in accordance with Chapter 23 of the Orange County Code (the "Impact Fee Ordinance"), as amended, is three hundred three thousand seven hundred fifty dollars (\$303,750). This total results from an agreed-upon fair market value of \$22,500.00 per acre, or fraction thereof, and a total acreage of 13.5 acres. Promptly upon School Board's final acceptance of conveyance of the APF Land, County, with the written consent of School Board, shall credit on its books to the account of Owner, for purposes of the Impact Fee

Ordinance, as amended, school impact fee credits in the amount of such aforementioned value of the School Site.

7. Post Conveyance Obligations of Owner.

(a) Drainage Easement. The Drainage Easement, together with the retention pond and any and all drainage and outfall conveyance facilities, pipes, or improvements located within the Drainage Easement area necessary to accommodate all stormwater retention requirements of the School Site (such facilities being hereinafter referred to as the “**Drainage Improvements**”), may be relocated and/or reconfigured by Owner after receipt of written consent from County and School Board, at Owner’s sole cost, provided, however, any such relocated or reconfigured Drainage Easement area shall nevertheless accommodate all designed or actually generated offsite stormwater drainage from the School Site, as reasonably determined by School Board’s engineer, such that the School Site shall not be required to have onsite drainage retention obligations and shall otherwise comply with the standards requirements, rules, restrictions of the County governing the use, size, location, operation and maintenance of stormwater systems and facilities; provided; however, in no event shall such relocation of the Drainage Improvements and Drainage Easement impact, disturb, interrupt or otherwise disrupt the School Board’s school activities or School Board’s ability to utilize the School Site as an elementary school site.

In the event Owner has not yet constructed the Drainage Improvements within the Drainage Easement area prior to School Board’s desire to construct a new elementary school on the School Site, then School Board shall give Owner not less than one (1) year prior written notice of School Board’s need for the Drainage Improvements and Owner shall, at the option of School Board either (i) construct the Drainage Improvements within the Drainage Easement area at its expense, or (ii) subject to Owner’s reasonable prior review and approval of School Board’s construction plans for the Drainage Improvements within the Drainage Easement area, allow School Board to construct the Drainage Improvements and Owner shall thereafter reimburse to School Board, within thirty (30) days after receipt of an itemized invoice, the actual reasonable cost incurred by School Board in designing, permitting and constructing the Drainage Improvements within the Drainage Easement area. In the event School Board elects to construct the Drainage Improvements within the Drainage Easement, Owner, or any successor in interest to Owner, shall grant School Board a temporary construction easement over the Drainage Easement for the purpose of designing, permitting and constructing the Drainage Improvements. The benefit of any easements and rights granted herein intended to benefit the School Site shall run with title to the School Site.

The Drainage Easement shall further provide that the Owner, or such homeowners or property owners association as may be formed by such Owner, shall be perpetually responsible for the maintenance and proper function of the pond, all at no cost or expense to County or School Board, now or in the future; provided, however, that the School Board agrees to exercise the stormwater easement rights in compliance with all applicable laws, rules, regulations and ordinances and shall be responsible for any maintenance or repairs necessitated by any failure by School Board to comply with said laws, rules, regulations, and ordinances or by the acts of negligence of School Board or its agents or employees.

(b) Northern Access Road. The Parties acknowledge that there is currently a 60 foot wide County road right-of-way along the northern edge of the School Site which intersects C.R. 545 east of the School Site. In the event said 60 foot road right-of-way is not improved at the time School Board desires to construct its elementary school on the School Site, School Board shall give Owner at least one (1) year prior written notice of School Board's desire to commence elementary school construction on the School Site and Owner shall thereafter have the option of either (i) constructing a two-lane roadway along that portion of the road right-of-way extending from C.R. 545/Avalon Road west along the north boundary of the School Site such distance as reasonably required by the School Board to accommodate two (2) access points into the School Site, such distance currently estimated to be 800 to 1000 feet (the "**Northern Access Road**"), or (ii) subject to Owner's reasonable review and approval of design plans for such road improvement, allow School Board to construct the Northern Access Road and Owner shall thereafter reimburse to School Board within thirty (30) days after receipt of an itemized invoice, School Board's actual reasonable cost incurred in constructing said Northern Access Road. Notwithstanding the foregoing, nothing contained herein shall limit, impact or restrict or the County's right to construct any public roadway on any County owned right-of-way.

(c) Lien Rights Over Owner's Tract. In the event Owner fails to timely construct either the Drainage Improvements or the Northern Access Road, or alternatively, to reimburse the cost thereof to the School Board, all pursuant to the terms of subparagraphs 5.A. and 5.B., above, School Board shall, after constructing the Drainage Improvements and/or the Northern Access Road itself, have the right to record a claim of lien in the Public Records of Orange County, Florida for the total amount owed to the School Board. Such lien shall encumber Owner's Tract and shall relate back to the date of recordation of this Agreement. School Board shall thereafter have the right to enforce its claim of lien in the same manner and to the same degree as a construction lien under Florida law. All lien rights created hereby shall automatically terminate and be of no further force or effect upon the sooner to occur of (i) ninety (90) days following delivery of an affidavit by Owner to the School Board certifying that the Drainage Improvements and the Northern Access Road have been completed and recordation of such affidavit in the public records, or (ii) one (1) year following the recordation of any claim of lien by School Board arising under this Agreement and failure of School Board to initiate litigation against Owner to enforce its rights pursuant to such claim of lien.

8. Additional Conveyance Requirements. In connection with the conveyance of the APF Lands, the Owner shall (i) submit, or cause to be submitted, a Certificate of Non-Foreign Status confirming that the grantor is not a foreign person or entity for purposes of U.S. income taxation in compliance with Section 1445 of the Internal Revenue Code; (ii) submit, or cause to be submitted, such partial releases, satisfactions or other instruments necessary to release or remove any outstanding mortgages, liens, encumbrances or other matters which would prevent the utilization of the APF Land for the intended use of the School Site and (iii) submit, or cause to be submitted, a sworn affidavit confirming that there are no liens, encumbrances, agreements, deed restrictions or other matters affecting title to the School Site which would prevent utilization of such School Site by School Board for an elementary school.

9. Continuing Occupancy by Owner Prior to Use by County. Conveyance of the APF Land shall be defined as submittal of all conveyance documents, approval by the BCC, and recordation of the deed(s) and easement documents.

Prior to conveyance of the APF Land, Owner shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of their officers and employees, and agree to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against any and all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, Owner shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Owner, their officers, employees, agents, and/or representatives, arising out of their activities related to the APF Land. In addition, without limiting the foregoing, in the event that any act or omission of Owner, their officers, employees, agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law, Owner shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and expenses expended by County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Owner shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which they become aware that may result in a claim for damages, or that occurs as a result of Owner's activities related to the APF Land.

The Owner shall be liable for the indemnification and hold harmless obligations set forth in the immediately preceding paragraph only with respect to the acts or omissions of its officers, employees, agents, and/or representatives. Notwithstanding anything seemingly to the contrary elsewhere in this Agreement, successor provisions regarding such indemnification are not intended to, nor shall they, be applicable to any individual owner of a single-family home for which a certificate of occupancy has been issued by County.

In the event that any of the above occurs, County may refuse to accept conveyance of the impacted School Site and Owner may be required to pay an APF fee in lieu of conveyance or to convey alternative APF Land acceptable to County. Notwithstanding anything seemingly to the contrary above in this Paragraph 7, the Parties acknowledge and agree that satisfaction of Owner's APF conveyance obligations must take place prior to County approval of the initial plat for any parcel within the Lake Ingram PD.

10. Award of APF Acreage Credits. Upon its approval and acceptance of the General Warranty Deed, School Board shall provide written notice to County of School Board's acceptance of the APF Land and County shall award 15.0 acres of APF Acreage Credits to Owner for the 13.5 acres of School Site and 1.5 acres of Drainage Easement conveyed, which APF acreage credits may be sold and/or assigned by Owner to other owners within the Town Center who do not have sufficient land within the boundaries of their PD(s) to satisfy the APF ratio requirement.

11. Utilities. This agreement does not address utility requirements. Owner shall coordinate with the County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

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

13. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 4 to instruct County to make deductions from Owner's school impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

14. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

15. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

16. Limitation of Remedies. County and Owner expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

a) Limitations on County's Remedies. Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with the Project and/or the PD Property;

- (iv) the right to set off, against the amounts of impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner have failed or refused to do when required; or
- (v) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the APF Land or any portion of the PD Property as County may lawfully elect.

b) Limitations on Owner's Remedies. Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owner; or
- (iv) any combination of the foregoing.

c) Both Parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Both Parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

d) School Board as Third Party Beneficiary. The Parties agree that School Board shall be an express third party beneficiary to this Agreement and in the event of a default of any of Owner's obligations pursuant to paragraph 2 hereof, School Board shall be entitled to independently assert and proceed with any remedy against Owner otherwise available to County hereunder.

17. Agricultural Exemptions. Nothing in this Agreement shall be construed to adversely affect agriculture exemptions for the PD Property.

18. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and burden of the Parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

19. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

20. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

County: Orange County, Florida, c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407. 836.7370

With copies to: Orange County Community, Environmental, and
Development Services Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407.836.5600

Orange County Community, Environmental, and
Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8070
Telephone: 407.836.8070

Owner: Dewitt Enterprises, Inc.,
14463 W. Colonial Drive,
Winter Garden, Florida 34787
Attn: Ann L. Severns
Telephone: 321.293.3902

With a copy to: Shutts & Bowen LLP
300 South Orange Avenue
Suite 1000
Orlando, Florida 32801
Attn: James G. Willard, Esq.
Telephone: 407.423.3200

21. Disclaimer of Other Third Party Beneficiaries. Other than SCHOOL BOARD pursuant to paragraph 10(d) hereof, this Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any

third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

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

23. Attorney Fees. Each party to this Agreement agrees to bear its own attorney and other legal fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

24. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

25. Survival. The obligations of this Agreement shall survive the conveyance of the APF Land to County.

26. Amendments. No amendment, modification, or other change to this Agreement shall be binding upon the Parties unless in writing and formally executed in the same manner as this Agreement.

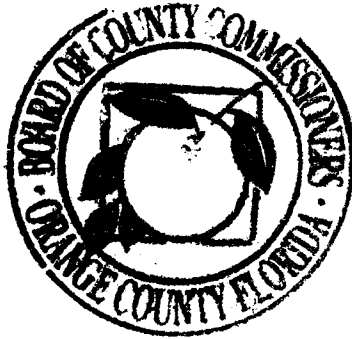
27. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.

28. Counterparts. This Agreement may be executed in up to three (3) counterparts, both of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing either such counterpart.

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

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

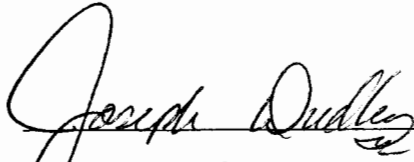
By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor
Date: 7.19.17

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

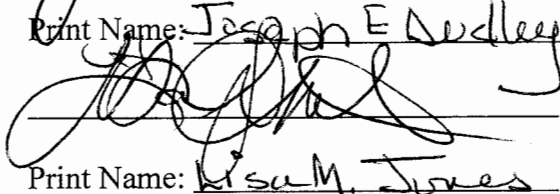
By: *Craig A. Stopyra*
for Deputy Clerk
Print Name: Craig A. Stopyra

Signed, sealed, and delivered
in the presence of:

DEWITT ENTERPRISES, INC., a Florida
corporation



Print Name: Joseph E. Dudley



Print Name: Lisa M. Jones

By: 

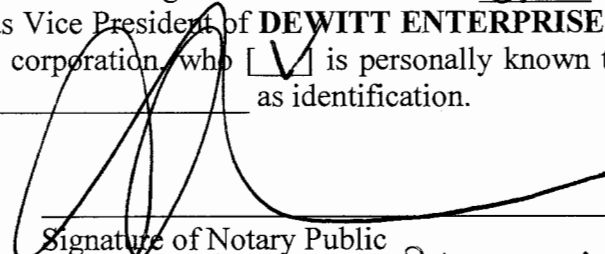
Print Name: Ann L. Severns

Title: Vice President

STATE OF Florida
County OF Orange

The foregoing instrument was acknowledged before me this 29 day of June, 2017, by Ann L. Severns, as Vice President of **DEWITT ENTERPRISES, INC.**, a Florida Corporation, on behalf of such corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.

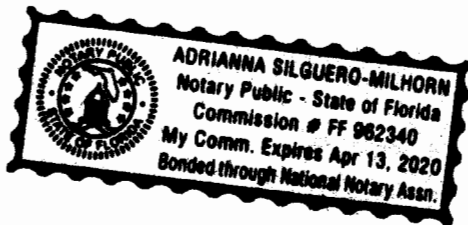
(Notary Stamp)


Signature of Notary Public

Print Name: Adrianna Silguero-Milhorn

Notary Public, State of Florida

Commission Expires: 4/13/2020



JOINDER AND CONSENT OF SCHOOL BOARD

The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby joins in and consents to the Agreement as a "joinder" party for the limited purpose of acknowledging the terms pertaining to the School Site and Drainage Easement as set forth in the provisions of Paragraphs 1, 2, 5, 6, 7, 8, 10 and 16(d) thereof, which shall be the only terms of the Agreement which will run with title to the land in connection with School Board's future acquisition of title to the School Site. Nothing in the Agreement or the School Board's execution of the Agreement as a joinder party shall be deemed to modify, alter or vary the terms of the CEA and the terms of the CEA shall control in the event that there is any conflict between the terms of the CEA and this Agreement.

Signed, witnessed, executed and acknowledged on this 27th day of July, 2017.

"SCHOOL BOARD"

Signed and sealed in the presence of:

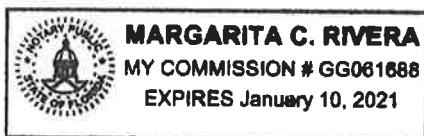
**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a public corporate
body and political subdivision of the State of
Florida

Hope Bryan
Print Name: Hope Bryan
Marieliz Pagan
Print Name: Marieliz Pagan

By: [Signature]
William E. Sublette, its Chairman
Date: 7/27/17

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 27th day of July, 2017, by William E. Sublette, Chairman of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or had produced _____ (type of identification) as identification.



AFFIX NOTARY STAMP

[Signature]
NOTARY PUBLIC OF FLORIDA
Print Name: Margarita Rivera
Commission No.: _____
Expires: _____

Signed and sealed in the presence of:

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

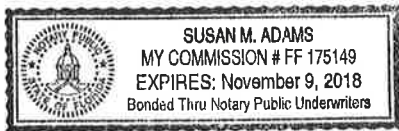
Maricel Pagan
Print Name: Maricel Pagan
Susan Barnhill
Print Name: Susan Barnhill

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

Date: 7/31/2017

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 31st day of July,
2017, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County,
Florida, a public corporate body and political subdivision of the State of Florida, on behalf of
The School Board. She is personally known to me or has produced
_____ (type of identification) as identification.



AFFIX NOTARY STAMP

[Signature]
NOTARY PUBLIC OF FLORIDA
Print Name: Susan M. Adams
Commission No.: _____
Expires: _____

Reviewed and approved by Orange County
Public School's Chief Facilities Officer

[Signature]
John T. Morris
Chief Facilities Officer

Date: July 17, 2017

Approved as to form and legality by legal
counsel to The School Board of Orange
County, Florida, exclusively for its use and
reliance.

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

Date: July 17, 2017

Exhibit "A"

Legal Description of PD Property

PARCEL DESCRIPTION

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

LOTS 1 THROUGH 18, INCLUSIVE, BLOCK 11; LOTS 18 THROUGH 34, INCLUSIVE, BLOCK 12; THE WEST 80 FEET OF LOT 35, BLOCK 12; AND THAT PART OF LOT 17, BLOCK 12 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17, RUN EASTERLY ALONG THE NORTH BOUNDARY OF SAID LOT 17 A DISTANCE OF 27.8 FEET, THENCE SOUTH 151.2 FEET MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 17, SAID POINT BEING 19.07 FEET EASTERLY ALONG SAID SOUTHERLY BOUNDARY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 17, THENCE RUN WESTERLY ALONG SAID SOUTHERLY BOUNDARY OF SAID LOT 17, A DISTANCE OF 19.07 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 17, THENCE RUN NORTHERLY ALONG THE WESTERLY BOUNDARY OF LOT 17 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING; ALL BEING IN MOUNTAIN PARK ORANGE GROVES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK P, PAGE 91, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF AN UNNAMED RIGHT-OF-WAY LYING NORTH OF LAKE INGRAM ROAD AND WEST OF AVALON ROAD IN MOUNTAIN PARK ORANGE GROVES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK P, PAGE 91, AS SET FORTH IN RESOLUTION GRANTING PETITION TO VACATE 00-04 RECORDED IN OFFICIAL RECORDS BOOK 6992, PAGE 3198, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN MOUNTAIN PARK ORANGE GROVES PLAT AS RECORDED IN PLAT BOOK P, PAGE 91 OF THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA BEING ALSO IN THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 12 OF SAID MOUNTAIN PARK ORANGE GROVES; THENCE SOUTH 0 DEGREES 20 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 12 BEING ALSO THE EAST LINE OF AN UNNAMED ROAD (60' RIGHT OF WAY), A DISTANCE OF 677.27 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID BLOCK 12, SAID POINT BEING ALSO ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE INGRAM ROAD (60 FOOT RIGHT OF WAY); THENCE LEAVING THE WEST LINE OF SAID BLOCK 12 BEING ALSO THE EAST LINE OF UNNAMED ROAD, NORTH 64 DEGREES 01 MINUTES 20 SECONDS WEST 66.57 FEET TO A POINT ON THE EAST LINE OF BLOCK 11 OF SAID MOUNTAIN PARK ORANGE GROVES, SAID POINT ALSO ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LAKE INGRAM ROAD; THENCE NORTH 0 DEGREES 20 MINUTES 41 SECONDS EAST ALONG TH EAST LINE OF SAID BLOCK 11 BEING ALSO THE WEST LINE OF SAID UNNAMED ROAD, 648.00 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID BLOCK 11 BEING ALSO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ROAD (60' RIGHT OF WAY) RUNNING EAST TO WEST; THENCE LEAVING THE EAST LINE OF SAID BLOCK 11 BEING ALSO THE WEST LINE OF SAID UNNAMED ROAD, NORTH 89 DEGREES 53 MINUTES 54 SECONDS EAST, 60.02 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Project Area Location Map



Exhibit "C"

SKETCH OF DESCRIPTION

SHEET 1 OF 2

SCHOOL SITE

LEGAL DESCRIPTION (School Parcel).

A parcel of land comprising Lots 18 through 34 inclusive, a portion of Lot 17 and the West 80.00 feet of Lot 35, Block 12 and a portion of MOUNTAIN PARK ORANGE GROVES as recorded in Plat Book P, Page 91 of the Public Records of Orange County Florida, and a portion of an unnamed right-of-way vacated per Official Records Book 6992, Pages 3198-3202 and lying in Section 19, Township 23 South, Range 27 East, Orange County Florida.

Being more particularly described as follows:

BEGIN at the Northwest corner of aforesaid Block 12 also being a point on the Southerly right-of-way line of a 60.00 foot wide unnamed right-of-way according to aforesaid Plat Book P, Page 91; thence run North 89° 51' 47" East along the North line of said Block 12 and said Southerly right-of-way line for a distance of 710.00 feet to a point on the East line of the West 80.00 feet of aforesaid Lot 35; thence departing said North line and said Southerly right-of-way line run South 00° 03' 49" East along said East line of the West 80.00 feet for a distance of 643.45 feet to a point on the North line of aforesaid Lot 17, also being a point on a non tangent curve concave Northerly having a radius of 1222.70 feet with a chord bearing of North 82° 40' 03" East and a chord distance of 22.93 feet; thence run Northeasterly along the arc of said curve through a central angle of 01° 04' 28" for a distance of 22.93 feet to a point on a non tangent line; thence run South 03° 05' 38" East for a distance of 150.47 feet to a point on the South line of said Lot 17, also being a point on the Northerly right-of-way line of Ingram Road, a 60.00' wide right-of-way per aforesaid Plat Book P, Page 91, also being a point on a non tangent curve concave Northeasterly having a radius of 1372.70 feet with a chord bearing of North 80° 51' 08" West and a chord distance of 779.49 feet; thence run the following two (2) courses along said Northerly right-of-way line and the Southerly line of aforesaid Block 12; Northwesterly along the arc of said curve through a central angle of 32° 59' 22" for a distance of 790.36 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 776.80 feet with a chord bearing of North 65° 32' 15" West and a chord distance of 31.99 feet; thence run Northwesterly along the arc of said curve through a central angle of 02° 21' 36" for a distance of 32.00 feet to a point on a non tangent line; thence departing said Northerly right-of-way line and said South line run North 00° 00' 00" East for a distance of 651.76 feet to a point on the aforesaid Southerly right-of-way line of a 60.00 foot wide unnamed right-of-way; thence run North 89° 51' 47" East along said Southerly right-of-way line for a distance of 57.13 feet to the POINT OF BEGINNING.

Containing 13.50 acres



16 East Plant Street
Maitland, Florida 32751-1101

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S REQUEST.
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19-23-27 BEING N80°15'12"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 20160181

DATE: 1-19-2017

SCALE: 1" = 200 FEET

FIELD BY: R/A

CALCULATED BY: JLR

DRAWN BY: PJA

CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

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

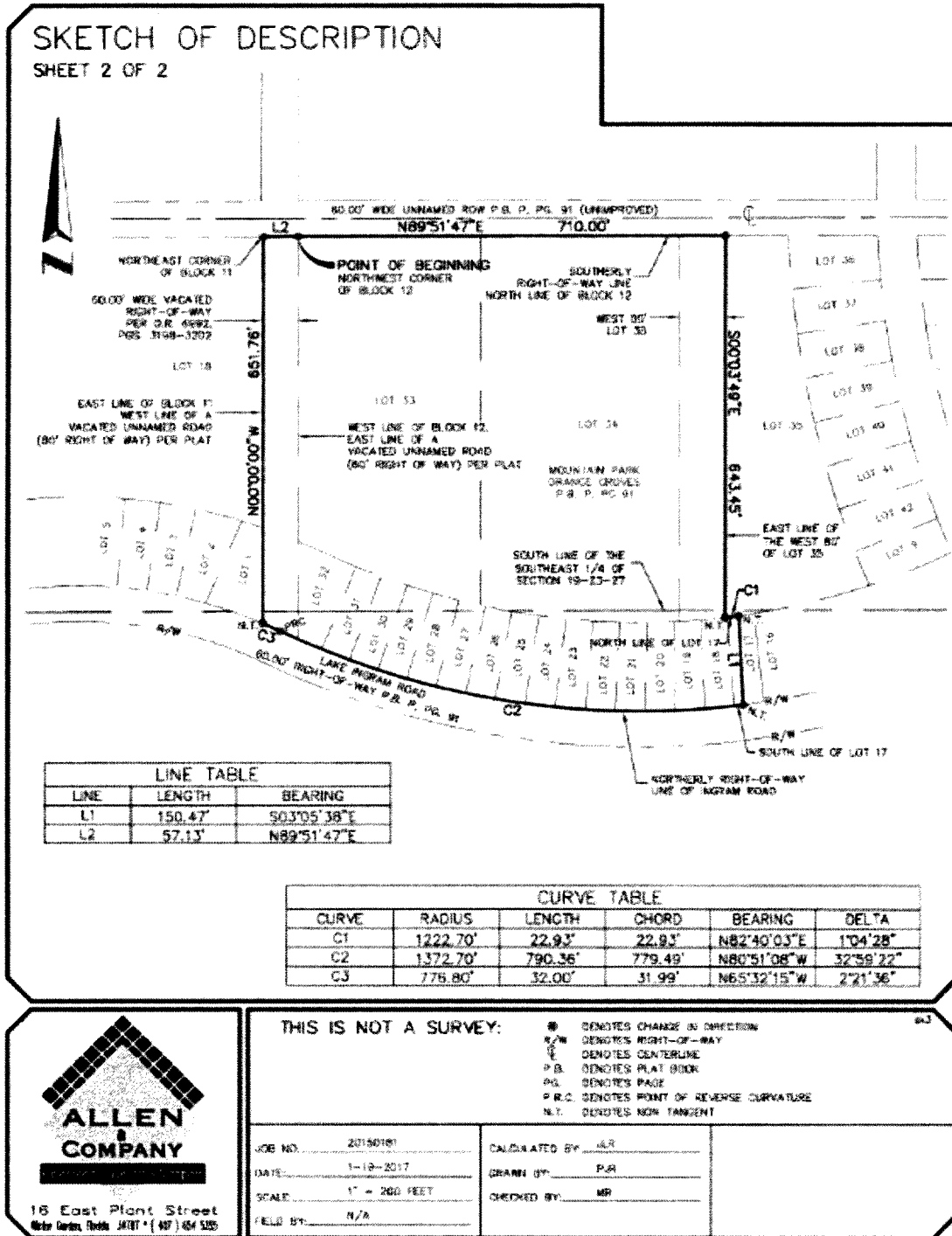


Exhibit "D"

SKETCH OF DESCRIPTION

SHEET 1 OF 2

OWNER'S TRACT

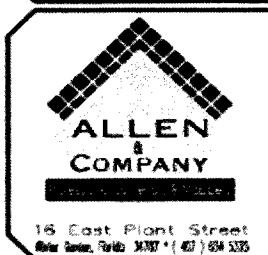
LEGAL DESCRIPTION (Owner's Tract).

A parcel of land comprising Lots 3 through 17 inclusive and portions of Lots 2 and 18, Block 11, MOUNTAIN PARK ORANGE GROVES as recorded in Plat Book P, Page 91 of the Public Records of Orange County Florida and lying in Section 19, Township 23 South, Range 27 East, Orange County Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of Block 12, aforesaid MOUNTAIN PARK ORANGE GROVES also being a point on the Southerly right-of-way line of a 60.00 foot wide unnamed right-of-way according to aforesaid Plat Book P, Page 91; thence run South 89° 51' 47" West along said Southerly right-of-way line for a distance of 160.73 feet to the POINT OF BEGINNING; thence departing said Southerly right-of-way line run South 00° 00' 00" West for a distance of 615.37 feet to a point on the South line of aforesaid Block 11, also being a point on the Northerly right-of-way line of Ingram Road, a 60.00' wide right-of-way per aforesaid Plat Book P, Page 91, also being a point on a non tangent curve concave Southeasterly having a radius of 776.80 feet with a chord bearing of South 78° 16' 33" West and a chord distance of 703.07 feet; thence run Southwesterly along said Southerly line of aforesaid Block 11, said Northerly right-of-way line of Ingram Road and the arc of said curve through a central angle of 53° 48' 49" for a distance of 729.59 feet to the point of intersection of said Northerly right-of-way line and the Easterly right-of-way line of a 60.00 foot wide unnamed right-of-way according to aforesaid Plat Book P, Page 91, also being a point on a non tangent line; thence departing said Northerly right-of-way line run the following three (3) courses along said unnamed right-of-way: North 16° 29' 18" West for a distance of 539.31 feet to the point of curvature of a curve concave Southwesterly having a radius of 100.00 feet with a chord bearing of North 53° 17' 18" West and a chord distance of 119.80 feet; thence run Northwesterly along the arc of said curve through a central angle of 73° 36' 00" for a distance of 128.46 feet to a point of tangency; thence run South 89° 54' 42" West for a distance of 226.47 feet to a point on the Easterly right-of-way line of a 30.00 foot wide unnamed right-of-way according to aforesaid Plat Book P, Page 91; thence run North 00° 05' 18" West along said Easterly right-of-way line for a distance of 167.06 feet to the point of intersection of said Easterly right-of-way line and the aforesaid Southerly right-of-way line of a 60.00 foot wide unnamed right-of-way according to aforesaid Plat Book P, Page 91, thence run North 89° 51' 47" East along said Southerly right-of-way line a distance of 1164.24 feet to the POINT OF BEGINNING.

Containing 12.96 acres



SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19-23-27 BEING N86°48'00"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 20150181

DATE 1-19-2017

SCALE 1" = 200 FEET

FIELD BY N/A

CALCULATED BY JLR

DRAWN BY PJB

CHECKED BY MR

FOR THE LICENSED BUSINESS # 5723 BY:

JAMES L. RICHMAN P.S.M. # 1833

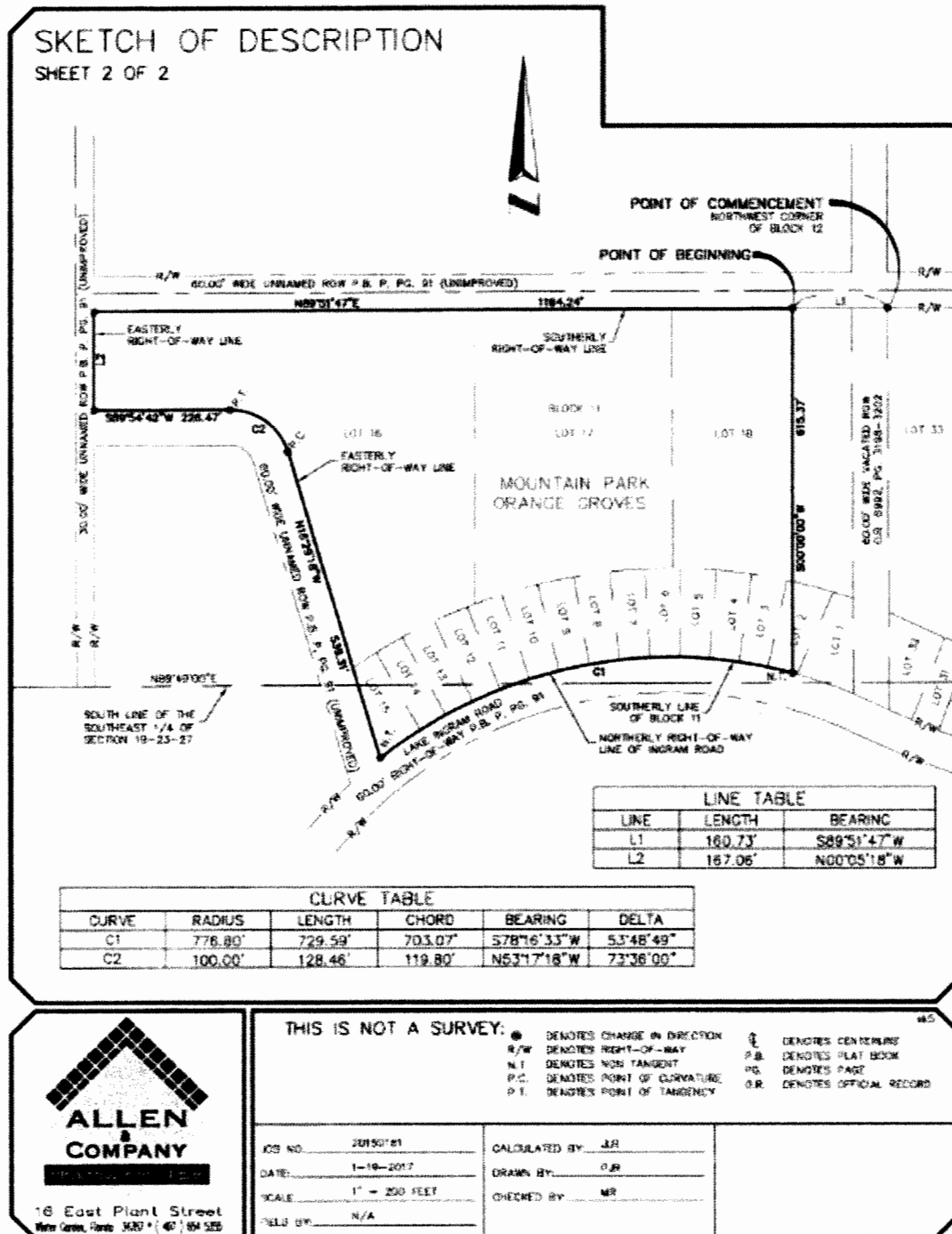


Exhibit E

SKETCH OF DESCRIPTION

SHEET 1 OF 2

DRAINAGE EASEMENT

LEGAL DESCRIPTION (School Site Retention Area).

A parcel of land comprising Lot 1 and a portion of Lots 2 and 18, Block 11 of MOUNTAIN PARK ORANGE GROVES as recorded in Plat Book P, Page 91 of the Public Records of Orange County Florida and a portion of unnamed right-of-way vacated per document recorded in Official Records Book 6692, Pages 3198-3202, lying in Section 19, Township 23 South, Range 27 East, Orange County Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of Block 12 aforesaid plat of MOUNTAIN PARK ORANGE GROVES also being a point on the Southerly right-of-way line of a 60.00 foot wide unnamed right-of-way according to aforesaid Plat Book P, Page 91; thence run South 89° 51' 47" West along said Southerly right-of-way line for a distance of 57.13 feet to the POINT OF BEGINNING; thence departing said Southerly right-of-way line run South 00° 00' 00" East for a distance of 651.76 feet to the Southeast corner of aforesaid Lot 1, also being a point on the Northerly right-of-way line of Ingram Road, a 60.00' wide right-of-way per aforesaid Plat Book P, Page 91, also being a point on a non tangent curve concave Southwesterly having a radius of 776.80 feet with a chord bearing of North 70° 46' 03" West and a chord distance of 109.72 feet; thence run Northwesterly along the South line of said Lot 1 and the aforesaid Lot 2, also being said Northerly right-of-way line and the arc of said curve through a central angle of 08° 05' 59" for a distance of 109.82 feet to a point on a non tangent line; thence departing said South line of Lots 1 and 2 and said Northerly right-of-way line run North 00° 00' 00" East for a distance of 615.37 feet to a point on the aforesaid Southerly right-of-way line of a 60.00 foot wide unnamed right-of-way; thence run North 89° 51' 47" East along said Southerly right-of-way line for a distance of 103.60 feet to the POINT OF BEGINNING.

Containing 1.50 acres



18 East Plant Street
Orlando, Florida 32801 (407) 654-5555

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19-23-27 BEING N89°49'00"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 20150181

DATE 1-19-2017

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PFR

CHECKED BY: MP

FOR THE LICENSED BUSINESS # 6723 BY

JAMES L. BISHMAN P.S.M. # 5635

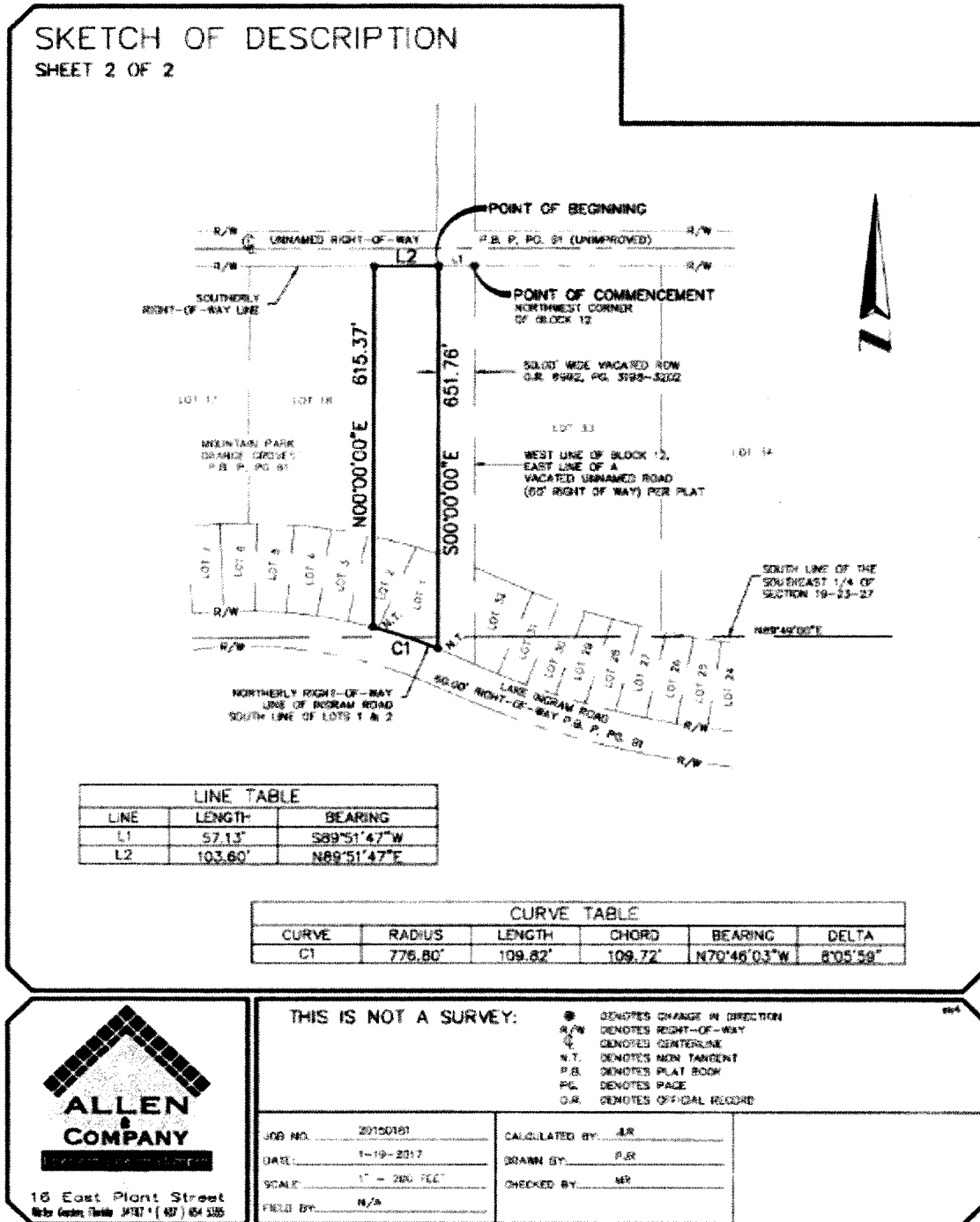


Exhibit "F"

LAND USE PLAN

