

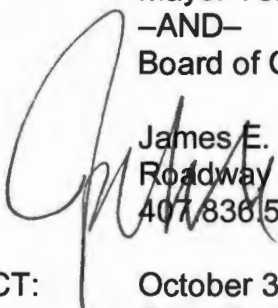


Interoffice Memorandum

AGENDA ITEM

September 11, 2017

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

FROM:  James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407.838.5610

SUBJECT: October 3, 2017 – Consent Item
Palm Parkway to Apopka-Vineland Connector Road
Fifth Supplemental Agreement

The Fifth Supplemental Agreement to the Palm Parkway to Apopka-Vineland Connector Road Agreement ("Fifth 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 Company; and the School Board of Orange County (collectively "Owners") and Orange County provides for a modification of the terms of the appraisal requirements as provided for in the Palm Parkway to Apopka-Vineland Connector Road Agreement as approved by the Board of County Commissioners on December 5, 2005, and recorded at OR Book/Page 8387/3416.

The agreement provides for a waiver of the appraisal requirement and includes agreed upon amounts negotiated among the Owners and Orange County for the purpose of this agreement, only. The Notice provisions have also been updated.

The Roadway Agreement Committee approved the Fifth Supplemental Agreement on August 16, 2017. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

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

JEH|HEGB:rep
Attachment

BCC Mtg. Date: October 3, 2017

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

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
14-24-28-1242-78-001
15-24-28-5844-00-050
15-24-28-5844-00-071
15-24-28-5844-00-211
15-24-28-7774-00-002
15-24-28-7774-00-010
15-24-28-7774-00-020
15-24-28-7774-00-022

EXECUTION COPY

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

This **PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD FIFTH SUPPLEMENTAL AGREEMENT** (this "Fifth 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 COMPANY, LLC**, a Michigan limited liability company as successor by conversion to Pulte Home Corporation, a Michigan corporation ("Pulte"), whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811; **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a corporate body and political subdivision of the State of Florida ("School Board"), whose address is 445 West Amelia Street, Orlando, Florida 32801 and **ORANGE COUNTY, FLORIDA**, a charter county and

political subdivision of the State of Florida (the "County"), whose address is c/o County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393

RECITALS

WHEREAS, BVC Partners I, LLC, a Florida limited liability company ("BVC"), Kerina, Inc., a Delaware corporation ("Kerina, Inc."), 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 (the "Supplemental Agreement"); 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 Wildwood, Inc."); Kerina Village, Inc., a Florida corporation ("Kerina Village, Inc."); 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 Village, LLC, a Florida limited liability company ("Kerina Village LLC"), the Trust and the County entered into 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 (the "Second Supplemental Agreement"); and

WHEREAS, the Trust, Kerina, Pulte and the County entered into that certain "Palm Parkway to Apopka-Vineland Connector Road Third Supplemental Agreement," a copy of which is recorded as Instrument No. 20170027137, of the Public Records of Orange County, Florida (the "Third Supplemental Agreement") and that certain "Palm Parkway to Apopka-Vineland Connector Road Fourth Supplemental Agreement," a copy of which is recorded as Instrument No. 20170025202, of the Public Records of Orange County, Florida (the "Fourth Supplemental Agreement"); and

WHEREAS, the School Board consented to the Third Supplemental Agreement and the Fourth Supplemental Agreement; and

WHEREAS, Pulte is the current owner of the BVC Property, less and except BVC's Northern Parcel; 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, on December 29, 2016, pursuant to that certain Special Warranty Deed recorded in Instrument #20160672962, Public Records of Orange County, Florida, the Trust conveyed to the School Board that certain real property described in Exhibit "A" attached hereto; and

WHEREAS, the parties wish to supplement and amend the terms of the Connector Road Agreement as set forth herein; 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 Fifth 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 Fifth Supplemental Agreement. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Connector Road Agreement.

Section 2. Waiver of Appraisal Requirement. The parties acknowledge and agree that the provisions of Section 7.5(i) of the Connector Road Agreement are hereby amended to waive the requirement that an appraisal be obtained in connection with the Title Commitment to be provided with the conveyance of right-of-way and related easements for the Connector Road. The parties hereto agree that the applicable Title Commitments to be provided by the applicable parties in connection with the Connector Road shall be in the following amounts which have resulted from negotiations among the parties. These amounts are for the purposes of this Agreement only:

- | | | |
|-----|--|-----------------------|
| (a) | Right-of-way | \$500,000.00 per acre |
| (b) | Permanent Drainage Easement | \$475,000.00 per acre |
| (c) | Permanent Easements for all purposes other than Drainage | \$400,000.00 per acre |
| (d) | Temporary Easement | \$250,000.00 per acre |

The parties acknowledge that the above amounts will be applicable to all title insurance commitments and policies to be delivered pursuant to Section 7.5 and that no determination of value by an MAI appraiser shall be required pursuant to the Connector Road Agreement.

Section 3. Notices. The parties hereby acknowledge and agree that the Notice addresses in Section 22 of the Connector Road Agreement and Section 5 of the Fourth Supplemental Agreement are hereby amended to read as follows:

As to School Board:	The School Board of Orange County, Florida 445 West Amelia Street Orlando, FL 32801 Attn: General Counsel Telephone: (407) 317-3411 Facsimile: (407) 317-3341
With a copy to:	Orange County Public Schools 6501 Magic Way, Bldg. 200 Orlando, FL 32809 Attn: Harold E. Jenkins, Director of Real Estate Telephone: (407) 317-3700 (ext. 2025108) Facsimile: (407) 317-3792
And a copy to:	Orange County Public Schools 6501 Magic Way, Bldg. 200 Orlando, FL 32809 Attn: Laura L. Kelly, Esquire Telephone: (407) 317-3700 (ext. 2025906) Facsimile: (407) 317-3792
As to Pulte:	Pulte Home Company, LLC 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 North 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: Paul Rosenthal, Esq.
2605 Norfolk Road
Orlando, Florida 32803

As to County: Orange County
c/o County Administrator
201 South Rosalind Avenue
Orlando, FL 32801

With a copy to: Orange County Community, Environmental and
Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 South John Young Parkway
Orlando, FL 32839-9205

With a copy to: Orange County Attorney's Office
Orange County Administration Building
201 South Rosalind Avenue
3rd Floor
Orlando, FL 32801
Attn: County Attorney

With a copy to: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
Attn: Director

As to Association: Midtown Master Owners' Association
4901 Vineland Road
Suite 500
Orlando, Florida 32811

Section 4. Recordation. This Fifth Supplemental Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date at no

cost to Orange County. The Trust, Pulte and Kerina hereby agree to each pay one-third (1/3) of the recording costs.

Section 5. No Other Modifications. Except as expressly modified hereby, all of the terms, covenants, provisions and conditions of the Connector Road Agreement, as modified by the Supplemental Agreement, and the Second, Third and Fourth Supplemental Agreements 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.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGES]


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



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
Teresa Jacobs
Orange County Mayor

ATTEST:

DATE: 10.3.17

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

By: 
Deputy Clerk
Katie Smith

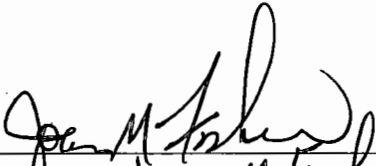
Printed Name


[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGES]

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

Date: 08/31/2017


Name: Wanda Lattanzio

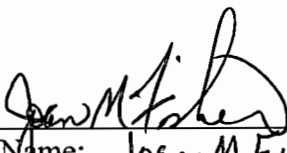
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31st day of August, 2017, 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
Commission # GG 113991
Expires July 16, 2021
Bonded Thru Budget Notary Service

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 J. Ferri
Name: Nancy J. Ferri

LS
Name: Kathryn Smith

KERINA, INC.,
a Delaware corporation

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

Date: 8/30/2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of August, 2017, by Miranda F. Fitzgerald, Vice President of Kerina, Inc., a Delaware corporation. She is personally known to me or has produced _____ as identification.

By: LS
Print Name: _____
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____



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"KERINA"

Witnesses:

James J. Ferri
Name: James J. Ferri

LS
Name: Kathryn Smith

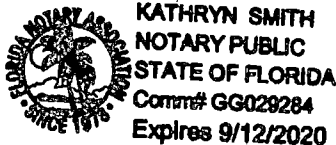
KERINA WILDWOOD, LLC,
a Florida limited liability company

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

Date: 8/30/2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of August, 2017, 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: *LS*
Print Name: _____
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

"KERINA"

Witnesses:

Daniel J. Ferri
Name: *Daniel J. Ferri*

KS
Name: *Kathryn Smith*

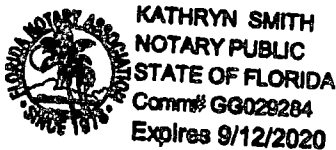
KERINA VILLAGE, LLC,
a Florida limited liability company

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

Date: 8/30/2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of August 2017, 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: *KS*
Print Name: _____
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]


"PULTE"

Witnesses:


Name: Wm W. Tew

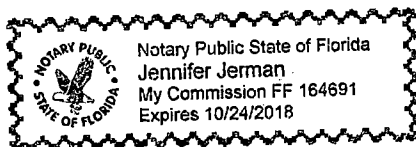

Name: Jennifer Jerman

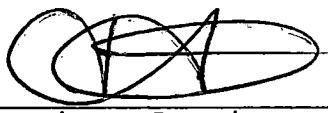
PULTE HOME COMPANY, LLC,
a Michigan limited liability company, as successor by
conversion to PULTE HOME CORPORATION, a
Michigan corporation

By: 
Name: DOUG HOFFMAN
Title: VP OF LAND
Date: 8/31/17

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of AUGUST
2017, by DOUG HOFFMAN as VP OF LAND of **PULTE HOME COMPANY, LLC**,
a Michigan limited liability company, as successor by conversion to PULTE HOME
CORPORATION, a Michigan corporation. He is personally known to me or has produced
_____ as identification.



By: 
Print Name: JENNIFER JERMAN
Notary Public State of Florida
Commission No.: FF 164691
My Commission Expires: 10/24/18

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Marieliz Pagan
Print Name: Marieliz Pagan

Steph Bryant
Print Name: Steph Bryant

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

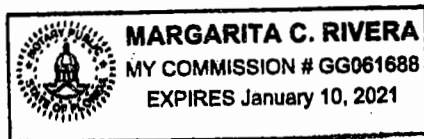
By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

Date: 7th day of September, 2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of September, 2017, 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)



[Signature]
Notary Public
Printed Name: Margarita Rivera
Commission No.: _____
Commission Expires: _____

Approved as to form and legality by
legal counsel to The School Board of
Orange County, Florida this 6th day
of September, 2017, for its
exclusive use and reliance.

By: [Signature]
Laura E. Kelly, Esquire

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
7th day of SEPTEMBER, 2017.

By: [Signature]
John T. Morris, Chief Facilities Officer

EXHIBIT "A"

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

PARCEL A (SCHOOL SITE):

A PORTION OF CENTRAL ORANGE PARK AS RECORDED IN PLAT BOOK "0", PAGES 63 THROUGH 65, INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LANDS LYING IN SECTIONS 14 AND 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT NORTHEAST CORNER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST; THENCE SOUTH 00°00'35" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CHURCH STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 384, PAGE 334, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 88°47'12" EAST, A DISTANCE OF 644.99 FEET TO THE WEST RIGHT OF WAY LINE OF SAID CHURCH STREET; THENCE SOUTH 00°07'18" WEST, A DISTANCE OF 338.26 FEET ALONG SAID WEST RIGHT OF WAY; THENCE DEPARTING SAID WEST RIGHT OF WAY, SOUTH 35°01'34" WEST, A DISTANCE OF 762.37 FEET; THENCE SOUTH 42°21'42" WEST, A DISTANCE OF 598.81 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 766.00 FEET, A CENTRAL ANGLE OF 41°37'30" AND A CHORD BEARING OF NORTH 68°27'03" WEST; THENCE FROM A TANGENT BEARING NORTH 47°38'18" WEST, NORTHWESTERLY 556.49 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE NORTH 89°15'48" WEST, A DISTANCE OF 576.38 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 666.00 FEET AND A CENTRAL ANGLE OF 03°35'16"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.70 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST; THENCE NORTH 00°10'40" EAST, A DISTANCE OF 1237.08 FEET ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST; THENCE SOUTH 88°55'03" EAST, A DISTANCE OF 1317.59 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION LYING WITHIN PARCELS B AND C AS SET FORTH BELOW:

PARCEL B (RIGHT-OF-WAY TO BE VACATED Consisting of Segment B, Smith-Bennett Connector Road and Granby Road):

SEGMENT B:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF AN EXISTING SIXTY (60) FOOT RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 715, PAGE 549, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, WITH THE SOUTH RIGHT OF WAY LINE OF FENTON STREET; THENCE RUN N 89°07'02" W, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET WEST OF SAID EAST RIGHT OF WAY LINE; THENCE RUN N 00°05'15" W, ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE RUN S 89°07'02" E, ALONG SAID NORTH LINE, A DISTANCE OF 736.35 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 690.70 FEET AND A CENTRAL ANGLE OF 41°06'58", THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 495.66 FEET TO THE POINT OF TANGENCY THEREOF (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 51°36'37" E 485.09 FEET); THENCE RUN S 31°03'08" E, A DISTANCE OF 799.07 FEET; THENCE RUN S 42°21'42" W, A DISTANCE OF 135.84 FEET; THENCE RUN N 31°03'08" W, A DISTANCE OF 838.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 709.30 FEET AND A CENTRAL ANGLE OF 58°03'54"; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 718.83 FEET TO THE POINT OF TANGENCY THEREOF, SAID POINT LYING ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF FENTON STREET THENCE RUN N 89°07'02" W, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 378.38 FEET TO THE POINT OF BEGINNING.

SMITH-BENNETT CONNECTOR ROAD:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE RUN S 00°15'28" E, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 30.01 FEET TO A LINE THAT IS 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE RUN N 88°31'05" E, ALONG SAID PARALLEL LINE, A DISTANCE OF 28.22 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 47°43'42"; THENCE ON A CHORD BEARING OF S 28°49'17" W, RUN 358.20 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 83°44'16"; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.15 FEET TO A POINT; THENCE RUN N

31°03'08" W, A DISTANCE OF 102.38 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 690.70 FEET AND A CENTRAL ANGLE OF 02°15'36"; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.25 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 96°21'03"; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.86 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 370.00 FEET AND A CENTRAL ANGLE OF 49°11'22"; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 317.65 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15 (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 25°44'32" E 307.99 FEET); THENCE S 89°07'02" E, ALONG SAID NORTH LINE, A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING.

GRANBY ROAD:

THOSE LANDS DESCRIBED IN RIGHT OF WAY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 715, PAGE 549, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

A PORTION OF THE NE 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF FENTON AVENUE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

WEST 30 FEET OF THE NE 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST; (BEING THAT CERTAIN 30 FOOT RIGHT OF WAY LYING ALONG THE WEST LINE OF BLOCKS 80 TO 84, CENTRAL ORANGE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 63, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, WHICH WAS VACATED JULY 3, 1958 IN OFFICIAL RECORDS BOOK 395, PAGE 377, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.)

PARCEL C (NORTH REMNANT PARCEL):

A portion of Lot 2, Ruby Lake as shown on the plat thereof recorded in Plat Book 67, Pages 42 through 48, Public Records of Orange County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 15, Township 24 South, Range 28 East, Orange County, Florida, said point also being the Northeast corner of Lot 2, Ruby Lake as shown on the plat thereof recorded in Plat Book 67, Pages 42 through 48, Public Records of Orange County, Florida; thence North 89°18'29" West a distance of 108.01 feet along the North line of said Southeast Quarter of the Northeast Quarter also being the North line of said Lot 2, to the POINT OF BEGINNING; thence departing said North line South 42°21'42" West, a distance of 131.64 feet to a point on the proposed Easterly

right of way line of the Proposed Palm Parkway to Apopka - Vineland Connector Road, said point being on a non-tangent curve concave Southwesterly, having a radius of 766.00 feet, a central angle of $12^{\circ}45'26''$ and a chord bearing of North $54^{\circ}01'02''$ West; thence from a tangent bearing of North $47^{\circ}38'18''$ West, Northwesterly a distance of 170.56 feet along the arc of said curve and along said proposed right of way line to a point on the North line of said Southeast Quarter of the Northeast Quarter said point also being the North line of said Lot 2; thence South $89^{\circ}18'29''$ East a distance of 226.44 feet along said North lines to the Point of Beginning.

PARCEL C (NORTH REMNANT PARCEL):

A portion of Lot 2, Ruby Lake as shown on the plat thereof recorded in Plat Book 67, Pages 42 through 48, Public Records of Orange County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 15, Township 24 South, Range 28 East, Orange County, Florida, said point also being the Northeast corner of Lot 2, Ruby Lake as shown on the plat thereof recorded in Plat Book 67, Pages 42 through 48, Public Records of Orange County, Florida; thence North $89^{\circ}14'15''$ West a distance of 107.95 feet along the North line of said Southeast Quarter of the Northeast Quarter also being the North line of said Lot 2, to the POINT OF BEGINNING; thence departing said North line South $42^{\circ}21'42''$ West, a distance of 131.64 feet to a point on the proposed Easterly right of way line of the Proposed Palm Parkway to Apopka - Vineland Connector Road, said point being on a non-tangent curve concave Southwesterly, having a radius of 766.00 feet, a central angle of $12^{\circ}45'26''$ and a chord bearing of North $54^{\circ}01'02''$ West; thence from a tangent bearing of North $47^{\circ}38'18''$ West, Northwesterly a distance of 170.56 feet along the arc of said curve and along said proposed right of way line to a point on the North line of said Southeast Quarter of the Northeast Quarter said point also being the North line of said Lot 2; thence South $89^{\circ}14'15''$ East a distance of 227.12 feet along said North lines to the Point of Beginning.